

# **Application**

**DEVELOPMENT PLAN AND CONDITIONAL USE APPLICATION**  
**City of Key West Planning Department**  
**1300 White Street, 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 2407 & 2409 N. Roosevelt Boulevard  
 2) Name of Applicant Trepanier & Associates, Inc.  
 3) Applicant is: Owner  Authorized Representative   
 (attached Authorization and Verification Forms must be completed)

4) Address of Applicant 1421 1st Street unit 101  
Key West, FL 33040

5) Applicant's Phone # 305-293-8983 Email owen@owentrepanier.com

6) Email Address: owen@owentrepanier.com

7) Name of Owner, if different than above Richard Walker

8) Address of Owner 2407 & 2409 N. Roosevelt Boulevard

9) Owner Phone # c/o 305-293-8983 Email C/o owen@owentrepanier.com

10) Zoning District of Parcel CG/C RE# 0002280-000100 & 101

11) Is Subject Property located within the Historic District? Yes  No

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

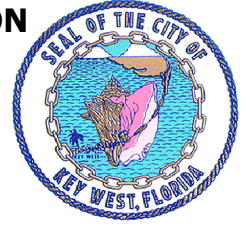
OR: Date of meeting \_\_\_\_\_

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).

Convert approved recreational marina into an affordable workforce live-aboard marina.  
Redevelop existing commercial building on piles into a community space w/ food-court  
t, community event space and recreational area. Convert a portion of the larger existing  
mixed-use building from office to laundry facilities.

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

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

Attach resolution(s).

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

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

If Yes, describe and attach relevant documents.

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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.**



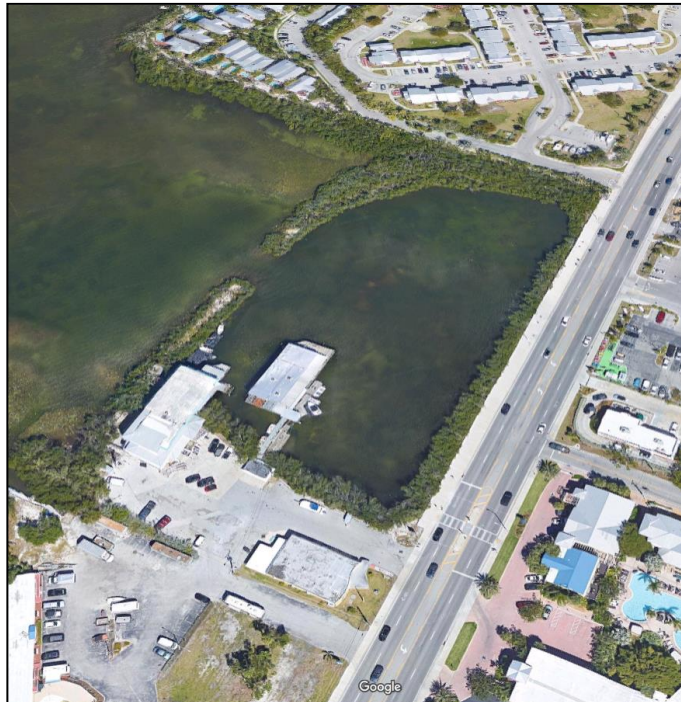
# Major Development Plan & Conditional Use

2407-2409 N. Roosevelt Boulevard, Key West, Florida  
(RE# 00002280-000100 & 00002280-000101)

## Summary:

This project seeks to modify the existing approval to allow deed-restricted affordable workforce liveaboards priced to meet the needs of people employed by the local economy in a respectful manner that reflects the maritime nature of our community and mixes people of all workforce income levels together without creating high and low-income enclaves in the immediate vicinity of shopping, restaurants, banks, etc.

This project, when effectuated, will modify the existing marina approval to allow liveboard vessels, eliminate 4,621 sq. ft. of existing commercial-office space in the pile-supported building and repurpose the building into a marina facility containing bike lockers, restrooms, showers, and typical dockmaster's office/shop/laundry/storage. The commercial use of 1,410 sq. ft. of the larger, principally land-ward, mixed-use commercial building will be eliminated, and the space incorporated into the existing residential units.



This site will be designed under multi-modal transportation and dense urban development pattern goals of the Comprehensive Plan.

The project places equal consideration and importance on bicycles and pedestrians as it does on automobiles. The site is located directly on 3 of the 4 main City bus routes and the Lower Keys Shuttle; it is immediately adjacent to the N. Roosevelt promenade, the main East-West cross-city bicycle route and the Overseas Heritage Trail. Bus stops for bi-directional travel are located within 100ft of this parcel.

This property granted an easement, free of charge, to FDOT in order to expand the N. Roosevelt promenade to the FDOT-prescribed width thereby contributing to the maximum public use and safety of the promenade. The site will be made ADA accessible for the first

time in its history; it will provide interior bike lockers for controlled, safe and sightly storage; it will comply with stormwater management, open space, lighting, and impervious surface requirements.

### **Solutions Statement:**

As mentioned above, it is the intent of this proposal to create a deed-restricted affordable workforce liveaboard marina designed and priced to meet the needs of people employed by the local economy in a respectful manner that reflects the maritime nature of our community and mixes people of all income levels together without creating high and low-income enclaves. The marina will be deed-restricted and rent-controlled to include low, median, moderate and middle-income wage earners.

The maximum total rental and/or sales price for all affordable workforce liveaboards in this marina shall be based on each unit being affordable. The rental and/or sales price may be mixed among affordable (low income), (median income), (middle income) and (moderate income) in order that the total value of rental and/or sales does not exceed ten percent of the rental and/or sales of all the units at affordable (moderate income) level.

As is the right of all affordable developments, this project may be linked with subsequent development projects, under the auspices of Sec. 122-1467(b).

### **Analysis:**

The following is an analysis of the proposed project pursuant to major development plan approval criteria.

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

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

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

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

## **Title block (Sec. 108-227)**

Name of development:	2407-2409 N. Roosevelt
Owner	Richard Walker; Roosevelt Docks, LLC
Developer:	Eric Dickstein, Owen Trepanier
Scale:	Architectural: 1/4" = 1'
Preparation and revision dates:	As noted on plans
Location:	2407-2409 N. Roosevelt Boulevard

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

Owner:	Richard Walker; Roosevelt Docks, LLC
Authorized Agent:	Trepanier & Associates, Inc.
Architect:	William Shepler & Associates Architecture
Biologist:	Terramar Environmental
Engineer:	Meridian Engineering
Surveyor:	Florida Keys Land Surveying
Landscape Architect:	Keith Oropeza
Legal and Equitable Owners:	Richard Walker

## **Project Description (Sec. 108-229):**

This project will modify the existing marina approval to allow liveaboard vessels, eliminate 4,621 sq. ft. of existing commercial-office space in the pile-supported building and repurpose the building into a marina facility containing bike lockers, restrooms, showers, and typical dockmaster's office/shop/laundry/ storage. The commercial use of 1,410 sq. ft. of the larger, principally land-ward, mixed-use commercial building will be eliminated, and the space incorporated into the existing residential units.

Please see attached site plan for site plan-related descriptions.

## **Prior Government Actions:**

- This property was approved as a marina pursuant to Res. No. 14-316.
- Marina construction is underway pursuant to permit no. 17-1560
- City of Key West unanimously adopted Ordinance No. 18-17 to allow deed-restricted workforce live-aboard marinas in the City limits.
- The City unanimously adopted an incentive program to encourage the conversion of marinas into deed-restricted workforce live-aboard marinas by requiring only a conditional use for such conversions.
- The DRC reviewed the project on 09/27/18.
- FDEP approved the ERP modification to permit the proposed liveaboards at this marina location on 02/18/19.

- The Planning Board postponed the initial hearing on 02/21/19 to 03/21/19.
- Planning Board denied a parking variance request on 03/21/19 and postponed the conditional use and development plan modification to 05/16/19

**Other Project Information (Sec. 108-230):**

1. This will occur in a single phase - modifying the existing marina approval to allow liveaboard vessels, eliminate 4,621 sq. ft. of existing commercial-office space in the pile-supported building and repurpose the building into a marina facility containing bike lockers, restrooms, showers, and typical dockmaster's office/shop/laundry/ storage. The commercial use of 1,410 sq. ft. of the larger, principally land-ward, mixed-use commercial building will be eliminated, and the space incorporated into the existing residential units.
2. The target date for commencement shall immediately follow entitlement approvals.
3. Expected date of completion is within 1 year of commencement.
4. The proposed development plan is contained herewith.
5. Description of characteristics of the proposed development”
  - Multiple-family residential: 2 units
  - Doctors'/dentists' offices or clinics: 4,185 sq. ft.
  - Marina: 4,621 sq. ft.
  - Professional offices: 310 sq. ft.
6. Project is not a planned unit development.
7. The project will comply with federal flood insurance regulations.
8. This project is partially located in an environmentally sensitive area – The proposed liveaboard use of the existing-approved marina is fully approved by the US Army Corps of Engineers and the Florida Department of Environmental Protection. The operational facilities management plan has been adopted by the FDEP.

In terms of environmental mitigation, this marina had to mitigate potential impacts to sea grass. The mitigation, as approved by the FDEP, was to remove the Wahoo Key Bridge. That required mitigation work has already been completed, inspected and finalized<sup>1</sup>.

**Residential Developments (Sec. 108-231):**

It is the intent of this proposal to create alternative deed-restricted affordable workforce liveaboards designed and priced to meet the needs of people

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<sup>1</sup> Pls see Wahoo Key Bridge Removal – Notice of Completion (attached hereto)

employed by the local economy in a respectful manner that reflects the maritime nature of our community and mixes people of all income levels together without creating high and low-income enclaves. The marina will be deed-restricted and rent-controlled to include low, median, moderate and middle-income wage earners.

The maximum total rental and/or sales price for all affordable workforce liveboards in this marina shall be based on each unit being affordable. The rental and/or sales price may be mixed among affordable (low income), (median income), (middle income) and (moderate income) in order that the total value of rental and/or sales does not exceed ten percent of the rental and/or sales of all the units at affordable (moderate income) level.

As is the right of all affordable developments, this project may be linked with subsequent development projects, under the auspices of Sec. 122-1467(b).

**Intergovernmental Coordination (Sec. 108-232):**

Coordination occurred through the Development Review Process of the City of Key West and the FDEP ERP process.

**Schedule of Approval Process:**

The following development approval schedule and process is anticipated:

Step	Date
1. Submit Applications	07/19/18
2. Development Review Committee ("DRC") Meeting	09/27/18
3. Tree Commission Submission	10/31/18
4. Landscape Approval	01/02/19
5. Planning Board Meeting	02/21/19
	03/21/19
	05/16/19
6. City Commission	06/18/19
7. Local Appeal Period	30 days
8. DEO Appeal Period (45 days)	45 days

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

Levels of Service – The impacts of the proposed project are generally summarized as follows:

- Based on the revised reductions in project capacity, overall trip generation associated with the site, will **decrease by 50 trips per day** with 30 liveboards and will increase by 87 trips per day with 74 liveboards.
- Parking demand will not change under the revised reductions in project capacity reflecting 30 liveboards.
- The potable water flow is anticipated to be 7,500 gal/day with 30 liveboards



- The potable water flow is anticipated to be 17,500 gal/day with 74 liveboards
- The sanitary sewer demand is anticipated to be 6,470 gal/day with 30 liveboards
- The sanitary sewer demand is anticipated to be 16,470 gal/day with 74 liveboards.
- The recyclable waste impact is anticipated to be 25 lbs/day with 30 liveboards
- The recyclable waste impact is anticipated to be 74 lbs/day with 74 liveboards
- The recyclable waste impact is anticipated to be 25 lbs/day with 30 liveboards
- The recyclable waste impact is anticipated to be 74 lbs/day with 74 liveboards
- The proposed change is not expected to impact Storm water LOS.
- The proposed change is not expected to impact Recreation LOS.
- The team will coordinate with FCAA to ensure the water pressure and flow will be adequate for fire protection for the type of construction proposed.
- No adverse impacts to the quality of receiving waters are anticipated before, during or after construction.
- Changes to the existing storm water management system is depicted on the attached plans.

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

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

- Chapter 102 – This property is located outside the Historic District and does not impact the district.
- Articles III, IV and V of Chapter 108 – As demonstrated by the site plan, trip generation analysis, and the site data calculations, the project complies with the requirements of the Articles.
- Chapter 110 – As demonstrated in this application, the proposed development complies with the resource protection requirements of Chapter 110.

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

(b) *Vicinity Map.*

(c) *Land Use Compatibility.* The project site is located in the Conservation (C) zoning district, as are all marinas within the City's jurisdiction. Mitigative measures will be applied, on a best management practice-basis, to prevent and/or minimize adverse impacts on natural systems.



The proposed liveaboard use of the existing-approved marina has been fully approved by the US Army Corps of Engineers and the Florida Department of Environmental Protection. The environmental-related operational activities of the facility will be managed pursuant to the FDEP-approved Facilities Management plan.

In terms of environmental mitigation, this marina received approval for a mitigation plan related to potential impacts to sea grass. The mitigation, as approved by the FDEP, was to remove the Wahoo Key Bridge. That required mitigation work has been completed, inspected and finalized (documentation attached).

Manatee protection plan has been mandated by FDEP as enumerated in the ERP Permit.

The area surrounding the site is mostly the General Commercial ("CG") District. The CG District accommodates commercial retail, sales and services meant to service the needs of residents and tourists that are not fulfilled in the other districts. The surrounding properties include hotels, offices, and a residential development.

(d) *Historic and archeological resource protection.* The site is not affected by the Historic District. Any archeological resources will be protected as required.

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

**Legal Description:**

Please see attached survey

**Flood Zone:**

According to the 2005 FEMA Flood Insurance Map, the property is located within the AE 8 and AE 9 flood zones.

**Future Land Use Map Designation ("FLUM"):**

The property's FLUM designation is Conservation ("C").

**Zoning Conservation ("C")**

According to the City of Key West Zoning Map, the property is zoned Limited Commercial ("C").

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

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

**Site Plan (Sec. 108-237):**

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

**Architectural Drawings (Sec. 108-238):**

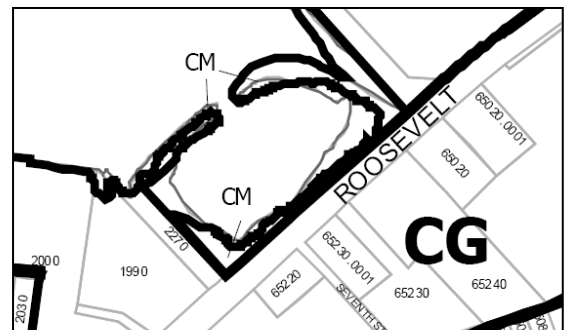
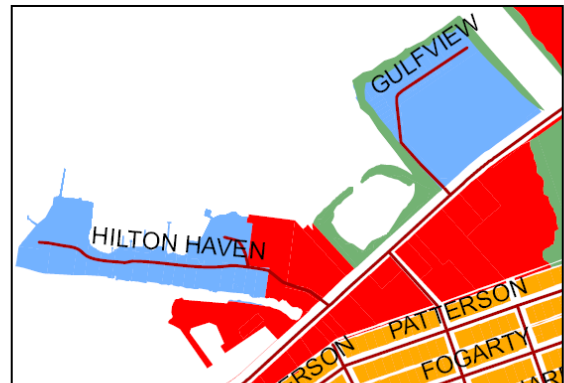
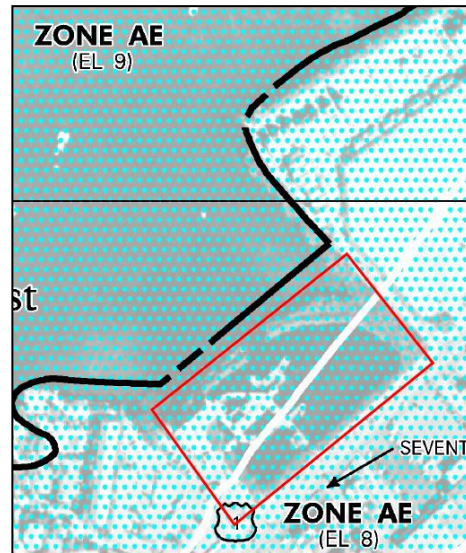
All architecture or engineering designs were prepared and sealed by a professional architect or engineer registered in the state pursuant to F.S. Ch. 471 and 481, respectively, consistent with the provisions of this Section.

**Site Amenities (Sec 108-239):**

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

**Site Survey (Sec 108-240):**

Survey of the site is attached.



**Soil Survey (Sec 108-241):**

Soil surveys are not anticipated as part of this project.

**Environmentally Sensitive Areas (Sec. 108-242):**

This project is located in an environmentally sensitive area, Environmental Resource Permit mitigation measures include pump out, manatee protections, fixed, rather than floating docks, etc.

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

All proposed clearing, excavation and landscaping is depicted on attached plans.

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

Existing and proposed driveways, approaches and curb cuts:

The property has one existing driveway serving 12 of the 32 existing approved parking spaces. The remaining 20 existing approved spaces are off-site and served by an existing approved driveway connection to N. Roosevelt. The property also has an internal vehicular connection with the adjacent properties, including the offsite parking lot. Formal existing approved pedestrian and bicycle access to the offsite parking lot is via the N. Roosevelt promenade. Informal access also exists directly across all three properties.

Improvements to achieve safe internal, ingress and egress circulation without conflict among modes of travel:

The existing onsite driveway will be redesigned as depicted in the plans to maximize life-safety. The existing signboard will be removed to improve line-of-sight. Directional signage, stop bars, pavement markings and turning restrictions (right turn only) shall be installed at the driveway, and at each edge of the property along the N. Roosevelt Promenade to warn both automobile drivers and bicyclists/pedestrians of oncoming driveways/sidewalks and cross-traffic. The improvements will achieve safe internal, ingress and egress circulation without conflict among modes of travel (please see the revised site plan for specific details).

Existing and proposed vehicle and bicycle off-street parking spaces, loading, unloading and service area space requirements:

Existing and proposed off-street parking spaces – The existing parking lot design was approved pursuant to Res. No. 14-316. This amendment seeks to maintain the existing parking, without increasing capacity pursuant to Division II, Sec. 108-571, however, the lot can accommodate approximately 3 additional spaces. These three spaces are not included in the proposal at this time.

This project originally sought a parking variance to allow all 74 slips to accommodate liveaboard vessels, while retaining the existing office uses on-site. That variance request was not granted. As a result, a reduction in the project capacity was required so as not to trigger the parking requirements of Sec. 108-571. Following the revisions reducing the capacity, the parking demand is as follows:

Use	Parking Requirement	Existing	Proposed	Calculation		Change in Parking Demand
				Existing	Proposed	
Multiple-family: Outside historic	2 spaces per dwelling unit	2 units	<b>2 units</b>	2 spaces/ unit x 1 dwelling units = 4 spaces	2 spaces/ unit x 1 dwelling units = 4 spaces	0
Doctors' and dentists' offices	5 spaces per each doctor or dentist	2 Drs	<b>2 Drs</b>	5 spaces/Dr x 2 Drs = 10 spaces	5 spaces/Dr x 2 Drs = 10 spaces	0
Marina	1 space per liveaboard boat, plus 1 space per 4 pleasure boats	74 pleasure 0 liveaboards	<b>40 pleasure 30 liveaboards</b>	(1 space/liveaboard x 0 liveaboards) + (1 space/ 4 pleasure x 74 pleasures) = 19 spaces	(1 space/liveaboard x 30 liveaboards) + (1 space/4 pleasure x 40 pleasures) = 40 spaces	21
Banks, public administration offices, office buildings and professional offices other than doctors' or dentists' offices	1/300 sq. ft.	4,621 sq. ft.	<b>310 sq. ft.</b>	1 space/300 sq. ft. x 4,621 sq. ft. = 16 space	1 space/300 sq. ft. x 310 sq. ft. = 1 space	-15
Service establishments	1/300 sq. ft.	1,720 sq. ft.	<b>0 sq. ft.</b>	1 space/300 sq. ft. x 1,720 sq. ft. = 6 space	1 space/300 sq. ft. x 0 sq. ft. = 0 space	-6
<b>Total Change in Parking Demand</b>						<b>0</b>

Loading, unloading and service area – The approved and proposed parking layout incorporates a large “T” turn-around for large vehicles. Parking is provided on and off site. Delivery vehicles will use existing designed space and parking spaces.

Number of employees and number and type of vehicles owned by the establishment:

It is anticipated that the property will collectively have 5.8 FTE employees. Establishment-owned vehicles is anticipated to be 0.

Any combined off-street parking facilities shall be submitted with an agreement specifying the nature of the arrangement, its anticipated duration, and signatures of all concerned property owners:

This property has an offsite parking facility. The easement agreement is attached hereto. The facility contains 20 of the site's 32 spaces. Ingress and egress are via an existing approved driveway accessing N. Roosevelt Blvd. The offsite parking facility is formally connected to the site via an approved pedestrian route using the N. Roosevelt Promenade, but it is informally connected via internal driveway.

Other vehicular use areas:

There are no other vehicular use areas existing or proposed.

Bicycle ways as well as pedestrian ways and other pedestrian use areas;

The property has ADA, bicycle and pedestrian access via the parking lot and via the N. Roosevelt Blvd. sidewalk and bike path.

Typical cross sections, by type of improvement:

Please see the attached parking lot and stormwater engineering plans.

Traffic control devices:

As described above the following traffic control devices and traffic-safety systems shall be implemented. The existing signboard will be removed to create open lines-of-sight at the driveway-N. Roosevelt intersection. Directional signage, stop bars, pavement markings and turning restrictions (right turn only) shall be installed at the driveway, and at each edge of the property along the N. Roosevelt Promenade to warn both automobile drivers and bicyclists/pedestrians of oncoming driveways/ sidewalks and cross-traffic. The improvements will achieve safe internal, ingress and egress circulation without conflict among modes of travel (Please see the revised site plan for specific details).

Proposed parking surface material, pavement markings, and other related improvements; and

Please see attached site plan.

Dedicated easements including cross easements, indicating their purpose, design, location, alignment, dimensions, and maintenance responsibilities.

This property has a parking easement as mentioned above.

On-site parking:

Onsite parking was approved pursuant to Res. No. 14-316. This proposal alters the design slightly to create more maneuverability. The property can also accommodate approximately 3 additional spaces; however, these spaces are not proposed at this time to avoid the determination that the parking capacity, on site, would be increased as a result of the additional parking.

Parking is also addressed in the City Attorney's letter from 1995 based on concurrent prior usages and intensities based on City records<sup>2</sup>:

Use	Capacity/ Intensity
Restaurant "Shuckers" <sup>3</sup>	81 seats <sup>4</sup>
Restaurant "The Warf" <sup>5</sup>	205 seats <sup>6</sup>
Night Club	Unknown capacity or square footage, presumed to occupy a portion of Restaurant and therefore not added to the intensity calculation
Aquarium/ Dolphin Shows	Approximately 5,000 sq. ft. of main outdoor assembly area <sup>7</sup>
Retail	1,475 sq. ft. <sup>8</sup>
Office	265 sq. ft. <sup>9</sup>

Shared parking analysis:

This property has several uses and they are complimentary with respect to parking, i.e. spaces are available during the work day for use by the medical office and pleasure boats and available during the evening for the liveboards.

Sec. 108-577 contemplates the concept of shared parking, with the caveat that two uses may not rely on the same parking space at the same time. The Key West Code does not contain a shared parking calculation, so this analysis relies on the nearest DEO-approved shared parking LDR provision, which is located over the Cow Key bridge in unincorporated Monroe County. MCC Sec. 114-

<sup>2</sup> Exhibit F - Letter dated 08/17/88 from Carolyn Walker, Chief Licensing Official, to John O'Brian

<sup>3</sup> Shuckers restaurant was the building built entirely over bay bottom with the address of 2409 N. Roosevelt.

<sup>4</sup> Exhibit G - "Seating - Physical Inspection Form" dated 01/11/89

<sup>5</sup> The Warf was the building built partially on dry land and partially over bay bottom with the of 2407 N. Roosevelt.

<sup>6</sup> Exhibit H - Letter from Carolyn Walker, Chief Licensing Official, to The Warf

<sup>7</sup> Exhibit I - Scaled Site Plan dated 05/05/87

<sup>8</sup> ibid

<sup>9</sup> ibid

67(f)(3) the characteristics of the site will result in the following shared parking situation:

Use	Nighttime	Weekday		Weekend	
	12am - 6am	9am – 4pm	6pm – 12am	9am – 4pm	6pm – 12am
Residential	100%	10% <sup>10</sup>	90%	80%	90%
Office	5%	100%	10%	10%	5%

An on-site parking program is contemplated to function within the confines of shared parking. Residential hours are anticipated to be 6 p.m. to 6 a.m.

**Offsite Parking:**

This property is the beneficiary of a 20-space parking easement located at 2401 N. Roosevelt. This off-site parking lot has been fully approved by the City of Key West for use with this marina property. The easement is attached hereto.

**Vehicular Circulation:**

The existing-approved onsite parking lot is being redesigned slightly to comply with the parking requirements of the City, in accordance with long established City-policy, to the maximum extent practicable. This includes proper striping and wheel stops, the creation of a turn-around, landscaping to buffer and separate adjacent parking areas, and the traffic safety measures depicted on the plans.

**Bicycle and Pedestrian Circulation:**

This furthers the multi-modal transportation and dense urban development pattern goals of the Comprehensive Plan Policy 1-1.3.2, Policy 1-1.9.2, Policy 1-1.12.3, Policy 2-1.1.3, Policy 2-1.4.2; Policy 2-1.4.4, and Policy 7-1.3.3.

The project places equal consideration and importance on bicycles and pedestrians as it does on automobiles. The site is perfectly located on 3 of the 4 main City bus routes and the Lower Keys Shuttle, the N. Roosevelt promenade, the main City bike path and the Overseas Heritage Trail. Bus stops for bi-directional travel are located within 100ft of this parcel.

This property granted an easement, free of charge, to FDOT in order to expand the N. Roosevelt promenade to the FDOT-prescribed width thereby contributing to the maximum public use and safety.

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<sup>10</sup> 10% usage based on the workforce provision of the project, whereby gainful employment is a requirement of residency. (Shared Parking - Institute for transportation & Development Policy itdp.org)



The site will be made ADA accessible for the first time in its history; and will provide interior bike lockers for safe and controlled storage.

**Housing (Sec 108-245):**

It is the intent of this proposal to create alternative deed-restricted affordable workforce liveboards designed and priced to meet the needs of people employed by the local economy in a respectful manner that reflects the maritime nature of our community and mixes people of all income levels together without creating high and low-income enclaves. The marina will be deed-restricted and rent-controlled to include low, median, moderate and middle-income wage earners.

The maximum total rental and/or sales price for all affordable workforce liveboards in this marina shall be based on each unit being affordable. The rental and/or sales price may be mixed among affordable (low income), (median income), (middle income) and (moderate income) in order that the total value of rental and/or sales does not exceed ten percent of the rental and/or sales of all the units at affordable (moderate income) level.

As is the right of all affordable developments, this project may be linked with subsequent development projects, under the auspices of Sec. 122-1467(b).

**Economic Resources (Sec 108-246):**

- (a) Ad Valorem Estimates
  - a. Existing:
    - 1. Taxable Value: \$ 3,002,683.00
    - 2. Millage Rate: 10.5345
    - 3. Ad Valorem Taxes: \$ 31,631.00
  - b. Proposed:
    - 1. Taxable Value: \$ 5,400,000.00
    - 2. Millage Rate: 10.5345
    - 3. Ad Valorem Taxes: \$ 56,886.00
  
- (b) Average annual construction expenditure
  - a. Materials: \$ 300,000.00
  - b. Labor: \$ 900,000.00

### **Special Considerations (Sec 108-247):**

The proposal complies with the goals, objectives and policies of the comprehensive plan as demonstrated by:

- The creation of more affordable housing opportunities [Objective 1-1.3; Policy 1-1.1.4; Policy 1-1.16.1; Policy 1-1.16.2; Goal 3-1; Policy 3-1.1.3; Policy 3-1.1.7; Policy 3-1.1.8; Policy 3-1.1.10; and Policy 3-1.1.11]
- The project promoted multi-modal transportation and dense urban development patterns [Policy 1-1.3.2, Policy 1-1.9.2, Policy 1-1.12.3, Policy 2-1.1.3, Policy 2-1.4.2; Policy 2-1.4.4; Policy 7-1.3.3]
- The project was coordinated and approved by the FDEP furthering Policy 1-1.1.15
- The project will require pump out connections to city sewer eliminates potential point source pollution [Policy 5-1.2.2]
- The project will require liveaboards be service by sanitation devices or connected to the city sewer system [Policy 5-1.2.2, Policy 8-1.1.3]
- As demonstrated by the concurrency analysis there are no conflicts with the existing public facilities, such as potable water, sanitary sewer treatment or transportation.

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

The proposed development is a single-phase project. Construction is proposed to progress steadily based on Key West LDRs, and Florida Building Code. Construction is expected to commence as soon as possible.

### **Truman Waterfront Port Facilities (Sec 108-249):**

This project is not located at the Truman Waterfront Port

## **SITE PLAN**

### **Scope (Sec 108-276):**

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

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

As depicted, the site has sufficient size, adequate specifications, and infrastructure to accommodate the proposed uses in the manner proposed. As described in detail above, this site is designed as a multi-modal development, placing equal importance on the bicycle and pedestrian as on the automobile. This development furthers the goals of the City's plans as detailed in this report.

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

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

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

All mechanical equipment and utility hardware will be appropriately screened. All waste storage areas will be screened from adjacent properties.

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

The roll-out refuse container will be located between the two principal structures on the property to facilitate convenient access.

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

A roll-off container is not proposed as part of the operation of the development.

**Utility lines (Section 108-282):**

The proposed project will require installation of new utility services. Installation will be coordinated with appropriate utility agency and in accordance with Section 108-282.

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

No new commercial activities are proposed for this development. The existing service/filling station and retail mini mart will remain.

**Exterior Lighting (Section 108-284):**

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

**Signs (Section 108-285):**

No new signage is proposed at this time.

**Pedestrian sidewalks (Section 108-286):**

This property voluntarily granted FDOT a 3ft easement to maximize the width of the N. Roosevelt promenade. the marina is connected to the ADA parking space via an ADA accessible route, the marina is also connected to the sidewalk, bikepath, and Overseas Heritage Trail by an emergency egress and ADA access.

As described above the following traffic control devices and traffic-safety systems shall be implemented. The existing signboard will be removed to create open lines-of-sight at the driveway-N. Roosevelt intersection. Directional signage, stop bars, pavement markings and turning restrictions (right turn only) shall be installed at the driveway, and at each edge of the property along the N. Roosevelt Promenade to warn both automobile drivers and bicyclists/pedestrians of oncoming driveways/ sidewalks and cross-traffic. The improvements will achieve safe internal, ingress and egress circulation without conflict among modes of travel (Please see the revised site plan for specific details).

**Loading docks (Section 108-287):**

No loading docks are required or proposed.

**Storage Areas (Section 108-288):**

Interior storage will be provided for bicycles for the use of tenants and the marina will utilize interior space for marina-related storage. No exterior storage is contemplated.

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

There is no land clearing proposed. Landscape infill will be reviewed and approved by the City's Urban Forester and the Tree Commission (if necessary).

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

No Changes are proposed to the approved open space. Landscaping will be enhanced as depicted on the plans.

**Off-street parking and loading (Article VII):**

Please see "On-site and off-site parking and vehicular, bicycle, and pedestrian circulation (Sec. 108-244)" above for a complete discussion regarding parking

**Storm water and Surface Water Management (Article VIII):**

An existing, approved storm water management plan exists for the the property. No changes are proposed as part of this redevelopment.

**Flood Hazard Areas (Division 4 - Sections 108-821 through 108-927):**

The proposed project is located in the AE 8 & AE 9 flood zones

**Utilities (Article IX):**

See Concurrency Analysis below.

## **CONDITIONAL USE CRITERIA:**

### **Purpose and intent:**

The site at 2407-2409 North Roosevelt has sufficient size, adequate specifications, and infrastructure to accommodate the proposed use as reduced in capacity and detailed in this analysis. The size and shape of the site, the proposed access and internal circulation, and the urban design enhancements are adequate to accommodate the proposed scale and intensity of the conditional use requested. The site is of sufficient size to contain appropriate screening, buffers, landscaping, open space, off-street parking, and efficient internal traffic circulation. The infrastructure and site plan improvements are designed to mitigate potential adverse impacts of the proposed use.

### **Characteristics and use described:**

- (1) Scale and intensity:
  - a. Floor area ratio = 0.04
  - b. Traffic generation – The traffic study performed by KBP Consulting<sup>11</sup> predicts that based on the revised reductions in project capacity, overall trip generation associated with the site with 74 liveaboards will increase by 87 trips per day, and with 30 liveaboards will decrease by 50 trips per day.
  - c. This project does not propose any new enclosed buildings.
  - d. The proposed employment on site is expected to be 5.8 FTE after construction for the marina.
  - e. There are no proposed service vehicles.
  - f. The proposed capacity of the project has been reduced to the existing level, which requires no additional parking.
- (2) The project will bring the site up to current standards for sewer, stormwater, landscaping, etc.
- (3) The following mitigative techniques and amenities are proposed:
  - a. Open space = 92% (There will be a small increase in open space as a result of a landscape strip to be installed in the parking lot.
  - b. Setbacks from adjacent properties: Front = 146 ft.; Side = 1.75 ft.; Shoreline = 0ft.
  - c. Screening and buffers – Existing mangroves shall be retained to provide visual screening of North Roosevelt and noise buffers to surrounding properties.
  - d. There are no landscape berms proposed or required.

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<sup>11</sup> Attached hereto

- e. No excessive smoke, odor, noise, and other will be generated by the proposed dockage area.

**Criteria for review and approval:**

- (1) Land use compatibility: As mentioned above, This project will create an alternative deed-restricted affordable workforce liveaboard neighborhood, designed in a multi-modal fashion, priced to meet the needs of people employed by the local economy in a respectful manner that reflects the maritime nature of our community and mixes people of all workforce income levels together without creating high and low-income enclaves in the immediate vicinity of shopping, restaurants, banks, etc.

This approval will allow affordable workforce liveaboards in the approved marina. It will repurpose the existing pile-supported commercial building into a marina facility containing bike lockers, restrooms, showers, laundry and a dockmaster’s office. It will reduce the existing commercial uses. This site will be multi-modal workforce liveaboards consistent with the multi-modal transportation and dense urban development pattern goals of the Comprehensive Plan Policy 1-1.3.2, 1-1.9.2, 1-1.12.3, 2-1.1.3, 2-1.4.2; 2-1.4.4, and 7-1.3.3.

The project places equal consideration and importance on bicycles and pedestrians as it does on automobiles. The site is perfectly located on 3 of the 4 main City bus routes and the Lower Keys Shuttle; it is immediately adjacent to the N. Roosevelt promenade, the main East-West bicycle path and the Overseas Heritage Trail. Bus stops for bi-directional travel are located within 100ft of this parcel.

This property granted an easement, free of charge, to FDOT in order to expand the N. Roosevelt promenade to the FDOT-prescribed width thereby contributing to the maximum public use and safety of the promenade.

The site will be made ADA accessible for the first time in its history; and will provide interior bike lockers for controlled, safe and slightly storage.

- (2) Sufficient site size, adequate site specifications, and infrastructure: As detailed in this analysis, the site has sufficient size, adequate specifications, and infrastructure to accommodate the proposed multi-modal use as designed. With the reduction in liveaboard slip conversions, no parking variance is required.

- (3) Proper use of mitigative techniques: No adverse impacts to adjacent land uses are anticipated, the capacity of the project has been reduced to eliminate any additional parking requirements in excess of that which exists today. Parking will be regulated to avoid conflicts through a shared parking concept, whereby commercial uses are prioritized during regular business hours and residential uses are prioritized during normal residential hours. The community character is a mix of commercial/office space and single-family homes of various sizes, age and architectural style. Community infrastructure will not be burdened by this project. The design features that neighbors objected to have been eliminated as a result of the "Good Neighbor"-prescribed negotiation process.
- (4) Hazardous waste: All liveaboard vessels will need to comply with the rules and regulations of City Code Chapter 82. The proposed use will not produce any hazardous waste or use hazardous materials in its operation.
- (5) Compliance with applicable laws and ordinances: This project complies with all City-requirements. As detailed in this analysis and by evidence of the furthering of the City's comprehensive plan goals as follows:
- The creation of more affordable housing opportunities [Objective 1-1.3; Policy 1-1.1.4; Policy 1-1.16.1; Policy 1-1.16.2; Goal 3-1; Policy 3-1.1.3; Policy 3-1.1.7; Policy 3-1.1.8; Policy 3-1.1.10; and Policy 3-1.1.11]
  - The project promoted multi-model transportation and dense urban development patterns [Policy 1-1.3.2, Policy 1-1.9.2, Policy 1-1.12.3, Policy 2-1.1.3, Policy 2-1.4.2; Policy 2-1.4.4; Policy 7-1.3.3]
  - The project was coordinated and approved by the FDEP furthering Policy 1-1.1.15
  - The project will require pump out connections to city sewer eliminates potential point source pollution [Policy 5-1.2.2]
  - The project will require liveaboards be service by sanitation devices or connected to the city sewer system [Policy 5-1.2.2, Policy 8-1.1.3]

Additionally, the Environmental Resource Permit No. 44-0216963-004 was issued for the proposed development on 02/18/19.

All City building permits and requirements shall be met in the course of construction and operation.

- (6) Additional criteria applicable to specific land uses.
- a. Land uses within a conservation area.
- This project is partially located in an environmentally sensitive area – The proposed liveaboard use of the existing-approved marina is

fully approved by the US Army Corps of Engineers and the Florida Department of Environmental Protection. The operational facilities management plan has been adopted by the FDEP.

In terms of environmental mitigation, this marina had to mitigate potential impacts to sea grass. The mitigation, as approved by the FDEP, was to remove the Wahoo Key Bridge. That required mitigation work has already been completed, inspected and finalized.

b. Residential development.

This proposal is to allow liveaboard vessels within an approved marina. Vessels shall not exceed 45ft and, as depicted in the plans, shall comply with all applicable setback, lot coverage, height, mass of building, building coverage, and open space criteria. Land use compatibility as measured by appearance, design, and land use compatibility criteria established in chapter 102 does not apply as this property is outside the Historic District. Articles III, IV and V of chapter 108; section 108-956; and article II of chapter 110; especially protection of historic resources; subdivision of land; access, internal circulation, and off-street parking; as well as possible required mitigative measures such as landscaping and site design amenities have all been analyzed in this report and they are in compliance.

c. Commercial or mixed-use development.

This mixed use development proposed as a conditional use has been reviewed for land use compatibility based on compliance with divisions 2 through 14 of article IV and divisions 2 and 3 of article V of this chapter pertaining to zoning district regulations, including size and dimension regulations impacting floor area ratio, setbacks, lot coverage, height, mass of buildings, building coverage, and open space criteria. Land use compatibility is not, in this case, measured by appearance, design, and land use compatibility criteria established in chapter 102, because the property is not located within HARC; articles I, II, IV and V of chapter 108; section 108-956; and article II of chapter 110; especially protection of historic resources; subdivision of land; access, pedestrian access and circulation; internal vehicular circulation together with access and egress to the site, and off-street parking; as well as possible required mitigative measures such as landscaping, buffering, and other site design amenities have all been analyzed in the report and found to be in compliance. The commercial or mixed use



development is proposed as a conditional use adjacent to U.S. 1, the development provides mitigative measures to avoid potential adverse impacts to traffic flow along the U.S. 1 corridor, including but not limited to restrictions on access from and egress to U.S. 1, and other appropriate mitigative measures as described in this analysis and depicted on the plans.

d. Development within or adjacent to historic district. Not applicable.

e. Public facilities or institutional development. Not applicable.

f. Commercial structures, uses and related activities within tidal waters.

The commercial structures, uses and related activities within tidal waters proposed in this application have been duly permitted by the Florida Department of Environmental Protection and U.S. Army Corps of Engineers.

g. Adult entertainment establishments. Not applicable.

## **CONCURRENCY ANALYSIS:**

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

The City's Comprehensive Plan directs the City to ensure that facilities and services needed to support development are available concurrent with the impacts of new development.

The following specific issues are outlined:

- |                          |                |
|--------------------------|----------------|
| 1. Roads/Trip Generation | 4. Solid Waste |
| 2. Potable Water         | 5. Recyclables |
| 3. Sanitary Sewer        | 6. Drainage    |

The following concurrency analysis reflects the proposed removal of existing approved commercial use and replacement with a liveaboard marina.

### **Policy 2-1.1.1- Transportation**

The traffic study performed by KBP Consulting<sup>12</sup> predicts that based on the revised reductions in project capacity, overall trip generation associated with the

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<sup>12</sup> Attached hereto

site with 74 liveboards will increase by 87 trips per day, and with 30 liveboards will decrease by 50 trips per day.

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

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

In addition, the plan includes traffic safety measures to reduce impacts on US1 and interactions between autos, bikes and pedestrians, as depicted on the plans and enumerated in this report.

#### **Policy 4-1.1.2.C – Potable Water**

Based on the City of Key West adopted level of service the potable water demand is anticipated to increase at the end of the second phase (pursuant to Policy 4-1.1.2.C, the potable water LOS for residential and nonresidential development is 100 gal/capita/day)

The potable water flow is anticipated to be **7,500 gal/day** with 30 liveboards

The potable water flow is anticipated to be **17,500 gal/day** with 74 liveboards

Summary Response: The proposed reduced capacity project with 30 liveboards will decrease impact by 560 gallons per day; 74 liveboards will increase the expected impact from the existing use of the property by approximately 9,440 gallons per day

74 Liveboards	Residential		Commercial		Total
	LOS	Daily Capacity <sup>13</sup>	LOS	Daily Capacity	
Proposed	100 g/capita/day	135 capita x 100g = 13,500 gal	100g/capita/day	40 capita x 100g = 4,000 gal	17,500 gal
Existing	100 g/capita/day	10.6 capita x 100g = 1,060 gal	100g/capita/day	70 capita x 100g = 7,000 gal	8,060 gal

30 Liveboards	Residential		Commercial		Total
	LOS	Daily Capacity <sup>14</sup>	LOS	Daily Capacity	
Proposed	100 g/capita/day	35 capita x 100g = 3,500 gal	100g/capita/day	40 capita x 100g = 4,000 gal	7,500 gal
Existing	100 g/capita/day	10.6 capita x 100g = 1,060 gal	100g/capita/day	70 capita x 100g = 7,000 gal	8,060 gal

The Aqueduct Authority has the capacity to supply adequate service to this property, as demonstrated below.

Potable water to the City of Key West is provided by the Florida Keys Aqueduct Authority (FKAA). The FKAA has the capacity to provide 23 million gallons per day to Monroe County as a result of: The South Florida Water Management District's issuance of Water Use Permit #13-0005, which allocates 17 million gallons per day in the dry season; 17.79 million gallons per day which can be withdrawn from the Biscayne Aquifer; and six million gallons per day provided by a reverse osmosis treatment plant in Florida City. As documented above, the City is meeting its Level of Service Standard for Potable Water. The City projects a slight permanent population decrease, and only a slight increase in its functional population and non-residential development during short and long-range planning periods, so the current capacity should remain adequate. Ongoing capital improvements will be necessary to maintain and improve standards and service delivery.

#### **Policy 4-1.1.2.A - Sanitary Sewage**

Based on the City of Key West adopted level of service the sanitary sewer demand is anticipated to increase at the end of the 2nd-phase (pursuant to Policy 4-1.1.2.A, the sanitary sewer LOS for nonresidential development is 660 gal/acre/day and the sanitary sewer LOS for residential development is 100 gal/capita/day).

The sanitary sewer demand is anticipated to be **6,470 gal/day** with 30 liveboards

<sup>13</sup> For the purposes of LOS, "capita" is estimated for liveboards as 1.75 ppl per liveboard, 2.53 ppl per apt, 50 ppl per day using the existing upland commercial property, and 30 ppl per day using the pile supported commercial property; pleasure crafts are estimated at 0.4 ppl/slip (1.75 ppl/slip/4)

<sup>14</sup> For the purposes of LOS, "capita" is estimated for liveboards as 1.75 ppl per liveboard, 2.53 ppl per apt, 50 ppl per day using the existing upland commercial property, and 30 ppl per day using the pile supported commercial property; pleasure crafts are estimated at 0.4 ppl/slip (1.75 ppl/slip/4)

The sanitary sewer demand is anticipated to be **16,470 gal/day** with 74 liveboards

Summary Response: The proposed reduced capacity project with 30 liveboards will increase impact by 2,440 gallons per day; 74 liveboards will increase the expected impact from the existing use of the property by approximately 12,440 gallons per day

30 Liveboards	Residential		Commercial		Total
	LOS	Daily Capacity <sup>15</sup>	LOS	Daily Capacity	
Proposed	100 g/capita/day	35 capita x 100g = 3,500 gal	660 gal/acre/day	4.5 x 660g = 2,970 gal	6,470 gal
Existing	100 g/capita/day	10.6 capita x 100g = 1,060 gal	660 gal/acre/day	4.5 x 660g = 2,970 gal	4,030 gal

74 Liveboards	Residential		Commercial		Total
	LOS	Daily Capacity <sup>16</sup>	LOS	Daily Capacity	
Proposed	100 g/capita/day	135 capita x 100g = 13,500 gal	660 gal/acre/day	4.5 x 660g = 2,970 gal	16,470 gal
Existing	100 g/capita/day	10.6 capita x 100g = 1,060 gal	660 gal/acre/day	4.5 x 660g = 2,970 gal	4,030 gal

The City contracts out the operation of the Richard A. Heyman Environmental Pollution Control Facility, its wastewater treatment plant (Plant), and the associated collection system to Operations Management International, Inc. (OMI). The Plant currently has the capacity to treat 10 million gallons per day, exceeding the capacity required to achieve the existing Level of Service Standard by approximately seven million gallons per day. Actual daily flow is 4.5 million gallons per day. This is a reduction from eight (8) million gallons per day due to a 67 million dollars capital improvement to the City's wastewater treatment during the past short-term planning period, including \$56 million for collection system rehabilitation.

As documented above, the City is exceeding its Level of Service Standard for Wastewater. The City projects a slight permanent population decrease, and only a slight increase in its functional population and non-residential development, during the short and long-range planning periods, so the current capacity should remain adequate. Ongoing capital improvements and continuing conservation efforts will continue to maintain and improve service delivery.<sup>17</sup>

<sup>15</sup> For the purposes of LOS, "capita" is estimated for liveboards as 1.75 ppl per liveboard, 2.53 ppl per apt, 50 ppl per day using the existing upland commercial property, and 30 ppl per day using the pile supported commercial property; pleasure crafts are estimated at 0.4 ppl/slip (1.75 ppl/slip/4)

<sup>16</sup> For the purposes of LOS, "capita" is estimated for liveboards as 1.75 ppl per liveboard, 2.53 ppl per apt, 50 ppl per day using the existing upland commercial property, and 30 ppl per day using the pile supported commercial property; pleasure crafts are estimated at 0.4 ppl/slip (1.75 ppl/slip/4)

<sup>17</sup> City of Key West Comprehensive Plan Data and Analysis, Pg. A-16

### Policy 4-1.1.2.D - Solid Waste

Based on the City of Key West adopted level of service the solid waste demand is anticipated to decrease at the end of the second phase (pursuant to Policy 4-1.1.2.D, the solid waste LOS for nonresidential development is 6.37 lbs/capita/day and the solid waste LOS for residential development is 2.66 lbs/capita/day).

The solid waste impact is anticipated to be **347 lbs/day** for 30 liveaboards

The solid waste impact is anticipated to be **505 lbs/day** for 74 liveaboards

Summary Response: The proposed reduced capacity project with 30 liveaboards will decrease impact by 127 lbs per day; 74 liveaboards will increase the expected impact from the existing use of the property by approximately 31 lbs per day

30 Liveaboards	Residential		Commercial		
	LOS	Daily Capacity <sup>18</sup>	LOS	Daily Capacity	Total
Proposed	2.66 lbs/capita/day	35 capita x 2.66 lbs = 93.1 lbs	6.37 lbs/capita/day	40 capita x 6.37 lbs = 254 lbs	347 lbs
Existing	2.66 lbs/capita/day	10.6 capita x 2.66 lbs = 28.2 lbs	6.37 lbs/capita/day	70 capita x 6.37 lbs = 445.9 lbs	474.1 lbs

74 Liveaboards	Residential		Commercial		
	LOS	Daily Capacity <sup>19</sup>	LOS	Daily Capacity	Total
Proposed	2.66 lbs/capita/day	135 capita x 2.66 lbs = 359 lbs	6.37 lbs/capita/day	23 capita x 6.37 lbs = 146 lbs	505 lbs
Existing	2.66 lbs/capita/day	10.6 capita x 2.66 lbs = 28.2 lbs	6.37 lbs/capita/day	70 capita x 6.37 lbs = 445.9 lbs	474.1 lbs

The City currently contracts with Waste Management of Florida, Inc. to collect, transfer and dispose of solid waste and residential recyclables. Commercial recyclables and other non-franchised collection services such as construction and demolition debris and yard waste are available on the open market to all licensed haulers. The City owns and operates a solid waste transfer station on Rockland Key that received 45,402.10 tons of solid waste for disposal and 3,607 tons of recyclables in 2009/10. Waste Management disposes of the solid waste collected in Monroe County, including the City of Key West, at its Central Sanitary Landfill in Broward County. In 2009 Waste Management Inc. reported a reserve capacity of 17 years at this facility. There is therefore an estimated reserve capacity of 15 years as of the date of this report.

<sup>18</sup> For the purposes of LOS, "capita" was calculated as proposed units x persons / household using 1.5 persons per household.

<sup>19</sup> For the purposes of LOS, "capita" was calculated as proposed units x persons / household using 1.5 persons per household.

As documented above, the City is meeting its Level of Service Standard for solid waste. The City projects a slight permanent population decrease, and only a slight increase in its functional population and non-residential development, during the short and long-range planning periods, and the current capacity should remain adequate. Ongoing capital improvements will be necessary to improve standards and service delivery.<sup>20</sup>

**Policy 4-1.1.2. D - Recyclable Waste Generation Level of Service**

Based on the City of Key West adopted level of service the recyclable waste demand is anticipated to increase at the end of this single-phase development plan (pursuant to Policy 4-1.1.2. D, the recyclable waste LOS for nonresidential development is 0.25 lbs/capita/day) and the recyclable waste LOS for residential development is 0.50 lbs/capita/day).

The recyclable waste impact is anticipated to be **25 lbs/day** with 30 liveboards

The recyclable waste impact is anticipated to be **74 lbs/day** with 74 liveboards

30 liveboards	Residential		Commercial		Total
	LOS	Daily Capacity <sup>21</sup>	LOS	Daily Capacity <sup>22</sup>	
Proposed	0.5 lbs/capita/day	30 capita x 0.5 lbs = 15 lbs	0.25 lbs/capita/day	40 capita x 0.25 lbs = 10 lbs	25 lbs
Existing	0.5 lbs/capita/day	10.6 capita x 0.5 lbs = 5.3 lbs	0.25 lbs/capita/day	70 capita x 0.25 lbs = 17 lbs	23 lbs

74 liveboards	Residential		Commercial		Total
	LOS	Daily Capacity <sup>23</sup>	LOS	Daily Capacity <sup>24</sup>	
Proposed	0.5 lbs/capita/day	135 capita x 0.5 lbs = 68 lbs	0.25 lbs/capita/day	23 capita x 0.25 lbs = 6 lbs	74 lbs
Existing	0.5 lbs/capita/day	10.6 capita x 0.5 lbs = 5.3 lbs	0.25 lbs/capita/day	70 capita x 0.25 lbs = 17 lbs	23 lbs

**Policy 4-1.1.2. E- Drainage Facilities Level of Service**

The project is exempt from storm water management permitting requirements in accordance with Section 108-716(3), "Any maintenance, alteration, renewal, repair, use or improvement of an existing structure or the construction of any structure or modification thereto which does not create impervious surface exceeding 500 square feet. This shall not exempt the applicant from retaining the first one inch of rainfall on site as required by F.A.C. 17-25".

<sup>20</sup> City of Key West Comprehensive Plan Data and Analysis, Pg. A-17

<sup>21</sup> For the purposes of LOS, "capita" was calculated as *proposed units x persons / household* using the 2009-2013 US Census Data - 2.63 persons per household

<sup>22</sup> Adopted LOS 0.5/Adopted LOS 0.25= 2.00 multiplier; 4.03\*2.00=8.06

<sup>23</sup> For the purposes of LOS, "capita" was calculated as *proposed units x persons / household* using the 2009-2013 US Census Data - 2.63 persons per household

<sup>24</sup> Adopted LOS 0.5/Adopted LOS 0.25= 2.00 multiplier; 4.03\*2.00=8.06

### Existing Level of Service Standard

1. Post development runoff shall not exceed the pre-development runoff rate for a 25-year storm event, up to and including an event with a 24-hour duration.
2. Storm water treatment and disposal facilities shall be designed to meet the design and performance standards established in Chapter 62-25 Section 25.025, Florida Administrative Code, with treatment of the runoff from the first one inch of rainfall on-site to meet the water quality standards required by Chapter 62-302, Florida Administrative Code. Storm water facilities which directly discharge into "Outstanding Florida Waters" (OFW) shall provide an additional treatment pursuant to Section 62-25.025 (9), Florida Administrative Code.
3. Storm water facilities must be designed so as to not degrade the receiving water body below the minimum conditions necessary to assure the suitability of water for the designated use of its classification as established in Chapter 62-302 Florida Administrative Code.

## **CONCURRENCY ANALYSIS (2407-2409 N. Roosevelt Blvd)**

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

The City's Comprehensive Plan directs the City to ensure that facilities and services needed to support development are available concurrent with the impacts of new development.

The following specific issues are outlined:

1. Roads/Trip Generation
2. Potable Water
3. Sanitary Sewer
4. Solid Waste
5. Recyclables
6. Drainage

The following concurrency analysis reflects the proposed removal of existing approved commercial use and replacement with a liveaboard marina.

### **Policy 2-1.1.1- Transportation**

The traffic study performed by KBP Consulting<sup>1</sup> predicts that based on the revised reductions in project capacity, overall trip generation associated with the site with 74 liveaboards will increase by 87 trips per day, and with 30 liveaboards will decrease by 50 trips per day.

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

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

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<sup>1</sup> Attached hereto



In addition, the plan includes traffic safety measures to reduce impacts on US1 and interactions between autos, bikes and pedestrians, as depicted on the plans and enumerated in this report.

**Policy 4-1.1.2.C – Potable Water**

Based on the City of Key West adopted level of service the potable water demand is anticipated to increase at the end of the second phase (pursuant to Policy 4-1.1.2.C, the potable water LOS for residential and nonresidential development is 100 gal/capita/day)

The potable water flow is anticipated to be **8,800 gal/day** with 30 liveaboards

The potable water flow is anticipated to be **15,800 gal/day** with 74 liveaboards

Summary Response: The proposed reduced capacity project with 30 liveaboards will increase impact by 1,300 gallons per day; 74 liveaboards will increase the expected impact from the existing use of the property by approximately 8,300 gallons per day.

30 Liveaboards	Residential		Commercial		Total
	LOS	Daily Capacity <sup>2</sup>	LOS	Daily Capacity	
Proposed	100 g/capita/day	58 capita x 100g = 5,800 gal	100g/capita/day	30 capita x 100g = 3,000 gal	8,800 gal
Existing	100 g/capita/day	5 capita x 100g = 500 gal	100g/capita/day	70 capita x 100g = 7,000 gal	7,500 gal

74 Liveaboards	Residential		Commercial		Total
	LOS	Daily Capacity <sup>3</sup>	LOS	Daily Capacity	
Proposed	100 g/capita/day	135 capita x 100g = 13,500 gal	100g/capita/day	23 capita x 100g = 2,300 gal	15,800 gal
Existing	100 g/capita/day	5 capita x 100g = 500 gal	100g/capita/day	70 capita x 100g = 7,000 gal	7,500 gal

The Aqueduct Authority has the capacity to supply adequate service to this property, as demonstrated below.

Potable water to the City of Key West is provided by the Florida Keys Aqueduct Authority (FKAA). The FKAA has the capacity to provide 23 million gallons per day to Monroe County as a result of: The South Florida Water Management District’s issuance of Water Use Permit #13-0005, which allocates 17 million gallons per day in the dry season; 17.79 million gallons per day which can be withdrawn from the Biscayne Aquifer; and six million gallons per day provided by a reverse osmosis

<sup>2</sup> For the purposes of LOS, “capita” is estimated for liveaboards as 1.75 ppl per liveaboard, 2.53 ppl per apt, 50 ppl per day using the existing upland commercial property, and 30 ppl per day using the pile supported commercial property; pleasure crafts are estimated at 0.4 ppl/slip (1.75 ppl/slip/4)

<sup>3</sup> For the purposes of LOS, “capita” is estimated for liveaboards as 1.75 ppl per liveaboard, 2.53 ppl per apt, 50 ppl per day using the existing upland commercial property, and 30 ppl per day using the pile supported commercial property; pleasure crafts are estimated at 0.4 ppl/slip (1.75 ppl/slip/4)

treatment plant in Florida City. As documented above, the City is meeting its Level of Service Standard for Potable Water. The City projects a slight permanent population decrease, and only a slight increase in its functional population and non-residential development during short and long-range planning periods, so the current capacity should remain adequate. Ongoing capital improvements will be necessary to maintain and improve standards and service delivery.

**Policy 4-1.1.2.A - Sanitary Sewage**

Based on the City of Key West adopted level of service the sanitary sewer demand is anticipated to increase at the end of the 2nd-phase (pursuant to Policy 4-1.1.2.A, the sanitary sewer LOS for nonresidential development is 660 gal/acre/day and the sanitary sewer LOS for residential development is 100 gal/capita/day).

The sanitary sewer demand is anticipated to be **8,872 gal/day** with 30 liveboards

The sanitary sewer demand is anticipated to be **16,572 gal/day** with 74 liveboards

Summary Response: The proposed reduced capacity project with 30 liveboards will increase impact by 5,300 gallons per day; 74 liveboards will increase the expected impact from the existing use of the property by approximately 13,000 gallons per day

30 Liveboards	Residential		Commercial		Total
	LOS	Daily Capacity <sup>4</sup>	LOS	Daily Capacity	
Proposed	100 g/capita/day	58 capita x 100g = 5,800 gal	660 gal/acre/day	5.12 x 660g = 3,072 gal	8,872 gal
Existing	100 g/capita/day	5 capita x 100g = 500 gal	660 gal/acre/day	5.12 x 660g = 3,072 gal	3,572 gal

74 Liveboards	Residential		Commercial		Total
	LOS	Daily Capacity <sup>5</sup>	LOS	Daily Capacity	
Proposed	100 g/capita/day	135 capita x 100g = 13,500 gal	660 gal/acre/day	5.12 x 660g = 3,072 gal	16,572 gal
Existing	100 g/capita/day	5 capita x 100g = 500 gal	660 gal/acre/day	5.12 x 660g = 3,072 gal	3,572 gal

The City contracts out the operation of the Richard A. Heyman Environmental Pollution Control Facility, its wastewater treatment plant (Plant), and the associated collection system to Operations Management International, Inc. (OMI). The Plant currently has the capacity to treat 10 million gallons per day, exceeding the capacity required to achieve

<sup>4</sup> For the purposes of LOS, "capita" is estimated for liveboards as 1.75 ppl per liveboard, 2.53 ppl per apt, 50 ppl per day using the existing upland commercial property, and 30 ppl per day using the pile supported commercial property; pleasure crafts are estimated at 0.4 ppl/slip (1.75 ppl/slip/4)

<sup>5</sup> For the purposes of LOS, "capita" is estimated for liveboards as 1.75 ppl per liveboard, 2.53 ppl per apt, 50 ppl per day using the existing upland commercial property, and 30 ppl per day using the pile supported commercial property; pleasure crafts are estimated at 0.4 ppl/slip (1.75 ppl/slip/4)

the existing Level of Service Standard by approximately seven million gallons per day. Actual daily flow is 4.5 million gallons per day. This is a reduction from eight (8) million gallons per day due to a 67 million dollars capital improvement to the City's wastewater treatment during the past short-term planning period, including \$56 million for collection system rehabilitation.

As documented above, the City is exceeding its Level of Service Standard for Wastewater. The City projects a slight permanent population decrease, and only a slight increase in its functional population and non-residential development, during the short and long-range planning periods, so the current capacity should remain adequate. Ongoing capital improvements and continuing conservation efforts will continue to maintain and improve service delivery.<sup>6</sup>

**Policy 4-1.1.2.D - Solid Waste**

Based on the City of Key West adopted level of service the solid waste demand is anticipated to decrease at the end of the second phase (pursuant to Policy 4-1.1.2.D, the solid waste LOS for nonresidential development is 6.37 lbs/capita/day and the solid waste LOS for residential development is 2.66 lbs/capita/day).

The solid waste impact is anticipated to be **345 lbs/day** for 30 liveaboards

The solid waste impact is anticipated to be **505 lbs/day** for 74 liveaboards

Summary Response: The proposed reduced capacity project with 30 liveaboards will decrease impact by 160 lbs per day; 74 liveaboards will increase the expected impact from the existing use of the property by approximately 47 lbs per day

30 Liveaboards	Residential		Commercial		Total
	LOS	Daily Capacity <sup>7</sup>	LOS	Daily Capacity	
Proposed	2.66 lbs/capita/day	58 capita x 2.66 lbs = 154 lbs	6.37 lbs/capita/day	30 capita x 6.37 lbs = 191 lbs	345 lbs
Existing	2.66 lbs/capita/day	5 capita x 2.66 lbs = 13 lbs	6.37 lbs/capita/day	70 capita x 6.37 lbs = 445.9 lbs	458 lbs

74 Liveaboards	Residential		Commercial		Total
	LOS	Daily Capacity <sup>8</sup>	LOS	Daily Capacity	
Proposed	2.66 lbs/capita/day	135 capita x 2.66 lbs = 359 lbs	6.37 lbs/capita/day	23 capita x 6.37 lbs = 146 lbs	505 lbs
Existing	2.66 lbs/capita/day	5 capita x 2.66 lbs = 13 lbs	6.37 lbs/capita/day	70 capita x 6.37 lbs = 445.9 lbs	458 lbs

<sup>6</sup> City of Key West Comprehensive Plan Data and Analysis, Pg. A-16

<sup>7</sup> For the purposes of LOS, "capita" was calculated as proposed units x persons / household using 1.5 persons per household.

<sup>8</sup> For the purposes of LOS, "capita" was calculated as proposed units x persons / household using 1.5 persons per household.

The City currently contracts with Waste Management of Florida, Inc. to collect, transfer and dispose of solid waste and residential recyclables. Commercial recyclables and other non-franchised collection services such as construction and demolition debris and yard waste are available on the open market to all licensed haulers. The City owns and operates a solid waste transfer station on Rockland Key that received 45,402.10 tons of solid waste for disposal and 3,607 tons of recyclables in 2009/10. Waste Management disposes of the solid waste collected in Monroe County, including the City of Key West, at its Central Sanitary Landfill in Broward County. In 2009 Waste Management Inc. reported a reserve capacity of 17 years at this facility. There is therefore an estimated reserve capacity of 15 years as of the date of this report.

As documented above, the City is meeting its Level of Service Standard for solid waste. The City projects a slight permanent population decrease, and only a slight increase in its functional population and non-residential development, during the short and long-range planning periods, and the current capacity should remain adequate. Ongoing capital improvements will be necessary to improve standards and service delivery.<sup>9</sup>

**Policy 4-1.1.2. D - Recyclable Waste Generation Level of Service**

Based on the City of Key West adopted level of service the recyclable waste demand is anticipated to increase at the end of this single-phase development plan (pursuant to Policy 4-1.1.2. D, the recyclable waste LOS for nonresidential development is 0.25 lbs/capita/day) and the recyclable waste LOS for residential development is 0.50 lbs/capita/day).

The recyclable waste impact is anticipated to be **36 lbs/day** with 30 liveaboards

The recyclable waste impact is anticipated to be **74 lbs/day** with 74 liveaboards

30 liveaboards	Residential		Commercial		Total
	LOS	Daily Capacity <sup>10</sup>	LOS	Daily Capacity <sup>11</sup>	
Proposed	0.5 lbs/capita/day	58 capita x 0.5 lbs = 29 lbs	0.25 lbs/capita/day	30 capita x 0.25 lbs = 7.5 lbs	36 lbs
Existing	0.5 lbs/capita/day	5 capita x 0.5 lbs = 2.5 lbs	0.25 lbs/capita/day	70 capita x 0.25 lbs = 17 lbs	20 lbs

74 liveaboards	Residential		Commercial		Total
	LOS	Daily Capacity <sup>12</sup>	LOS	Daily Capacity <sup>13</sup>	
Proposed	0.5 lbs/capita/day	135 capita x 0.5 lbs = 68 lbs	0.25 lbs/capita/day	23 capita x 0.25 lbs = 6 lbs	74 lbs
Existing	0.5 lbs/capita/day	5 capita x 0.5 lbs = 2.5 lbs	0.25 lbs/capita/day	70 capita x 0.25 lbs = 17 lbs	20 lbs

<sup>9</sup> City of Key West Comprehensive Plan Data and Analysis, Pg. A-17

<sup>10</sup> For the purposes of LOS, "capita" was calculated as *proposed units x persons / household* using the 2009-2013 US Census Data - 2.63 persons per household

<sup>11</sup> Adopted LOS 0.5/Adopted LOS 0.25= 2.00 multiplier; 4.03\*2.00=8.06

<sup>12</sup> For the purposes of LOS, "capita" was calculated as *proposed units x persons / household* using the 2009-2013 US Census Data - 2.63 persons per household

<sup>13</sup> Adopted LOS 0.5/Adopted LOS 0.25= 2.00 multiplier; 4.03\*2.00=8.06

### **Policy 4-1.1.2. E- Drainage Facilities Level of Service**

The project is exempt from storm water management permitting requirements in accordance with Section 108-716(3), "Any maintenance, alteration, renewal, repair, use or improvement of an existing structure or the construction of any structure or modification thereto which does not create impervious surface exceeding 500 square feet. This shall not exempt the applicant from retaining the first one inch of rainfall on site as required by F.A.C. 17-25".

#### Existing Level of Service Standard

1. Post development runoff shall not exceed the pre-development runoff rate for a 25-year storm event, up to and including an event with a 24-hour duration.
2. Storm water treatment and disposal facilities shall be designed to meet the design and performance standards established in Chapter 62-25 Section 25.025, Florida Administrative Code, with treatment of the runoff from the first one inch of rainfall on-site to meet the water quality standards required by Chapter 62-302, Florida Administrative Code. Storm water facilities which directly discharge into "Outstanding Florida Waters" (OFW) shall provide an additional treatment pursuant to Section 62-25.025 (9), Florida Administrative Code.
3. Storm water facilities must be designed so as to not degrade the receiving water body below the minimum conditions necessary to assure the suitability of water for the designated use of its classification as established in Chapter 62-302 Florida Administrative Code.

Table 1 Trip Generation Analysis (Currently Proposed Development Program) 2407-2409 N. Roosevelt Boulevard - Key West, Florida								
Land Use	Size	Daily Trips	AM Peak Hour Trips			PM Peak Hour Trips		
			In	Out	Total	In	Out	Total
<b>Existing/Approved Land Uses</b>								
Medical Office	4,185 SF	73	10	3	13	4	12	16
Small Office Building	4,621 SF	75	7	2	9	4	7	11
Small Office Building (Massage Parlor)	1,720 SF	28	2	1	3	1	3	4
Multifamily Housing (Low-Rise)	2 DU	15	0	1	1	1	0	1
Marina	74 Berths	178	2	3	5	10	6	16
<b>Total</b>		<b>369</b>	<b>21</b>	<b>10</b>	<b>31</b>	<b>20</b>	<b>28</b>	<b>48</b>
<b>Proposed Land Uses</b>								
Medical Office	4,185 SF	73	10	3	13	4	12	16
Small Office Building	310 SF	5	1	0	1	0	1	1
Multifamily Housing (Low-Rise)	2 DU	15	0	1	1	1	0	1
Marina	40 Berths	96	1	2	3	5	3	8
Multifamily Housing (Liveaboards)	30 DU	186	3	12	15	13	7	20
- Alternative Mode Reduction for the Proposed Liveaboards (-30%)		(56)	(1)	(4)	(5)	(4)	(2)	(6)
<b>Total</b>		<b>319</b>	<b>14</b>	<b>14</b>	<b>28</b>	<b>19</b>	<b>21</b>	<b>40</b>
<b>Difference (Proposed - Existing)</b>		<b>(50)</b>	<b>(7)</b>	<b>4</b>	<b>(3)</b>	<b>(1)</b>	<b>(7)</b>	<b>(8)</b>

Compiled by: KBP Consulting, Inc. (May 2019).

Source: ITE Trip Generation Manual (10th Edition).

As indicated in Table 1 above, the number of vehicle trips expected to be generated by the proposed development program consists of 319 daily vehicle trips, 28 vehicle trips in the AM peak hour (14 inbound and 14 outbound), and 40 vehicle trips in the PM peak hour (19 inbound and 21 outbound). When considering the existing/approved development on this site, this represents a decrease of 50 daily vehicle trips, a decrease of three (3) vehicle trips during the AM peak hour, and a decrease of eight (8) vehicle trips during the PM peak hour.

As a basis of comparison, a trip generation analysis has also been prepared for the initially proposed development program (i.e. 74 liveboard vessels). The results of this analysis are presented in Table 2 on the following page. This development program would produce a minimal increase in daily, AM and PM peak hour traffic.

<b>Table 2</b>								
<b>Trip Generation Analysis (Initially Proposed Development Program)</b>								
<b>2407-2409 N. Roosevelt Boulevard - Key West, Florida</b>								
<b>Land Use</b>	<b>Size</b>	<b>Daily Trips</b>	<b>AM Peak Hour Trips</b>			<b>PM Peak Hour Trips</b>		
			<b>In</b>	<b>Out</b>	<b>Total</b>	<b>In</b>	<b>Out</b>	<b>Total</b>
<i><b>Existing-Approved Land Uses</b></i>								
Medical Office	4,185 SF	73	10	3	13	4	12	16
Small Office Building	4,621 SF	75	7	2	9	4	7	11
Small Office Building (Massage Parlor)	1,720 SF	28	2	1	3	1	3	4
Multifamily Housing (Low-Rise)	2 DU	15	0	1	1	1	0	1
Marina	74 Berths	178	2	3	5	10	6	16
<b>Total</b>		<b>369</b>	<b>21</b>	<b>10</b>	<b>31</b>	<b>20</b>	<b>28</b>	<b>48</b>
<i><b>Proposed Land Uses</b></i>								
Medical Office	4,185 SF	73	10	3	13	4	12	16
Small Office Building	310 SF	5	1	0	1	0	1	1
Multifamily Housing (Low-Rise)	2 DU	15	0	1	1	1	0	1
Multifamily Housing (Liveboards)	74 DU	519	8	28	36	28	17	45
- Alternative Mode Reduction for the Proposed Liveboards (-30%)		(156)	(2)	(9)	(11)	(8)	(6)	(14)
<b>Total</b>		<b>456</b>	<b>17</b>	<b>23</b>	<b>40</b>	<b>25</b>	<b>24</b>	<b>49</b>
<b>Difference (Proposed - Existing)</b>		<b>87</b>	<b>(4)</b>	<b>13</b>	<b>9</b>	<b>5</b>	<b>(4)</b>	<b>1</b>

Compiled by: KBP Consulting, Inc. (May 2019).

Source: ITE Trip Generation Manual (10th Edition).

# Warranty Deed



RCD Feb 15 2001 02:10PM  
DANNY L KOLHAGE, CLERK

DEED DOC STAMPS 700.00  
02/15/2001 HP DEP CLK

This Instrument prepared by:  
Daniel H. Hamilton, Esq.  
818 White Street  
Key West, Florida 33040  
FBN: 99642

QUITCLAIM DEED

THIS QUITCLAIM DEED, made on August 31, 1999, between Scott H. Schultz (Grantor) and Richard C. Walker, (Grantee) whose post office address is 2407 N. Roosevelt Blvd., Key West, Florida 33040, and whose Social Security number is 232-74-1150.

WITNESSETH, that Grantor, for and in consideration of the sum of Ten Dollars (\$10.00), and other good and valuable consideration in hand paid by Grantee, the receipt of which is acknowledged, quitclaims to Grantee and Grantee's heirs, executors, administrators, and assigns forever all of the right, title, and interest of Grantor in the following described land situated in Monroe County, Florida:

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

Property Appraiser's Parcel I.D. No.228-000100

Signed in the presence of:

Dawn Sikel  
Witness

Dawn Sikel  
Printed Name

Laura Knudsen  
Witness

Laura L. Knudsen  
Printed Name

Scott H. Schultz  
Scott H. Schultz, Grantor

(Over)

STATE OF Minnesota  
COUNTY OF Steele

The foregoing instrument was acknowledged before me this 31<sup>st</sup> day of August, 1999, by Scott Schultz, who X is personally known to me or \_\_\_\_\_ has produced \_\_\_\_\_ as identification.

Laura Knudsen  
Notary Public

After recording, return to:  
Edward W. Horan, Esq.  
Horan, Horan & Cook  
608 Whitehead St.  
Key West, Florida 33040



Laura Knudsen

MONROE COUNTY  
OFFICIAL RECORDS

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

Doc# 2029486 05/18/2015 4:00PM  
Filed & Recorded in Official Records of  
MONROE COUNTY AMY HEAVILIN

05/18/2015 4:00PM  
DEED DOC STAMP CL: Krys \$0.70

This Instrument Prepared By:

STONES & CARDENAS  
221 Simonton Street  
Key West, FL 33040  
(305) 294-0252

Doc# 2029486  
Bk# 2741 Pg# 440

## QUIT CLAIM DEED

**THIS QUIT CLAIM DEED**, executed this 14<sup>th</sup> day of May, 2015, by and between Robert A. Cobb, a single man, whose address is 908 Terry Lane, Key West, FL 33040, Ronald K. Heck, a single man, whose address is 908-1 Terry Lane, Key West, FL 33040, Anne Abigail Cobb, a married woman, whose address is 1555 Ruffner Avenue, Birmingham, MI 48009, and Allison Melissa Cobb, a married woman, whose address is 2637 Birch Harbor Lane, West Bloomfield, MI 48324, parties of the first part, and Richard C. Walker, a single man, whose address is 2407 North Roosevelt Boulevard, Key West, FL 33040, party of the second part.

**WITNESSETH**, That the said parties of the first part, for and in consideration of the sum of Ten and 00/100 (\$10.00) Dollars, in hand paid by the said party of the second part, the receipt of which is hereby acknowledged, have remised, released and quit-claimed, and by these presents do remise, release and quit-claim unto the said party of the second part all the right, title, interest, claim and demand which the said parties of the first part have in and to the following described lot, piece or parcel of land, situate lying and being in the County of Monroe, State of Florida, to wit:

On the Island of Key West and being a part of the parcel of land described in O.R. Book G-44, Page 161 of the Public Records of Monroe County, Florida, and being more particularly described by metes and bounds as follows:

BEGINNING at the Southwesterly corner of the parcel of land described in said O.R. Book G-44, Page 161, and the Northwesterly right-of-way line of Roosevelt Boulevard; thence in a Northwesterly direction and along the Southwesterly boundary line of said parcel described in O.R. Book G-44, Page 161, 192.23 feet; thence at right angles in a Northeasterly direction 42.13 feet; thence at right angles in a Southeasterly direction 15.5 feet; thence at right angles in a Northeasterly direction 10.00 feet; thence at right angles in a Southeasterly 6.00 feet; thence at right angles in a Northeasterly direction and along the Northwesterly face of an existing wood dock 64.2 feet; thence at right angles in a Southeasterly direction 6.00 feet; thence at right angles in a Southwesterly direction and along the Southeasterly face of an existing wood dock 64.2 feet; thence at right angles and in a Southeasterly direction 6.00 feet; thence at right angles in a Southwesterly direction 10.00 feet; thence with a deflection angle to the left of 81°32', 34.82 feet; thence with a deflection angle to the left of 08°28', 94.69 feet; thence at right angles in a Southwesterly direction 5.50 feet; thence at right angles in a Southeasterly direction 29.60 feet to the Northwesterly right-of-way line of Roosevelt Boulevard; thence in a Southwesterly direction along said right-of-way line 31.50 feet to the

POINT OF BEGINNING.

SUBJECT TO: Taxes for the year 2015 and subsequent years.

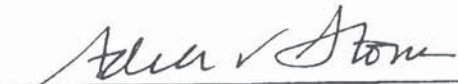
SUBJECT TO: Conditions, restrictions, limitations, reservations and easements of record, if any.

THE PROPERTY CONVEYED HEREIN IS NEITHER THE DOMICILE NOR THE HOMESTEAD OF GRANTORS, NOR GRANTORS' SPOUSES, NOR ANY OF GRANTORS' IMMEDIATE HOUSEHOLDS, AS DEFINED BY THE LAWS OF THE STATE OF FLORIDA. GRANTORS RESIDE AT THE ADDRESSES SHOWN ABOVE.

TO HAVE AND TO HOLD the same, together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest and claim whatsoever of the said parties of the first part, either in law or equity, to the only proper use, benefit and behoof of the said party of the second part forever.

IN WITNESS WHEREOF, the said party of the first part has signed and sealed these presents the day and year first above written.

Signed, Sealed and Delivered  
in the Presence of:

  
\_\_\_\_\_  
Signature of Witness

  
\_\_\_\_\_  
ROBERT A. COBB

\_\_\_\_\_  
Printed Name of Witness

  
\_\_\_\_\_  
Signature of Witness  
Cindy Sawyer

\_\_\_\_\_  
Printed Name of Witness

STATE OF FLORIDA:  
COUNTY OF MONROE:

I HEREBY CERTIFY that on this day personally appeared before me, an officer duly authorized to administer oaths and take acknowledgments, ROBERT A. COBB, who is personally known to me to be the person described in and who executed the foregoing Quit Claim Deed or who produced \_\_\_\_\_ as identification, and he has acknowledged before me that he executed the same freely and voluntarily for the purposes therein expressed.

WITNESS my hand and official seal at Key West, County of Monroe, State of Florida,  
this 15<sup>th</sup> day of May, 2015.

Cindy Sawyer  
Printed Name of Notary

My Commission Expires:



Cindy Sawyer  
NOTARY PUBLIC

Adele V. Stoner  
Signature of Witness

Adele V. Stoner  
Printed Name of Witness

Ronald K. Heck  
RONALD K. HECK

Cindy Sawyer  
Signature of Witness

Cindy Sawyer  
Printed Name of Witness

STATE OF FLORIDA:  
COUNTY OF MONROE:

I HEREBY CERTIFY that on this day personally appeared before me, an officer duly authorized to administer oaths and take acknowledgments, RONALD K. HECK, who is personally known to me to be the person described in and who executed the foregoing Quit Claim Deed or who produced \_\_\_\_\_ as identification, and he has acknowledged before me that he executed the same freely and voluntarily for the purposes therein expressed.

WITNESS my hand and official seal at Key West, County of Monroe, State of Florida,  
this 15<sup>th</sup> day of May, 2015.

Cindy Sawyer  
Printed Name of Notary

My Commission Expires:



Cindy Sawyer  
NOTARY PUBLIC

[Signature]  
Signature of Witness

Bonnie S. Mix  
Printed Name of Witness

Kristine R. Thomson  
Signature of Witness

Kristine R. Thomson  
Printed Name of Witness

[Signature]  
ANNE ABIGAIL COBB

Doc# 2029486  
Bk# 2741 Pg# 443

STATE OF MICHIGAN:  
COUNTY OF OAKLAND :

I HEREBY CERTIFY that on this day personally appeared before me, an officer duly authorized to administer oaths and take acknowledgments, ANNE ABIGAIL COBB, who is personally known to me to be the person described in and who executed the foregoing Quit Claim Deed or who produced \_\_\_\_\_ as identification, and she has acknowledged before me that she executed the same freely and voluntarily for the purposes therein expressed.

WITNESS my hand and official seal at \_\_\_\_\_, County of  
Oakland, State of Michigan, this 14 day of May, 2015.

BONNIE J. MIX  
Printed Name of Notary  
NOTARY PUBLIC - STATE OF MICHIGAN  
COUNTY OF MACOMB ACTING IN DEUCE.  
My Commission Expires Feb. 08, 2018

[Signature]  
NOTARY PUBLIC

[Signature]  
Signature of Witness  
BONNIE J. MIX  
Printed Name of Witness  
Kristine R. Thomson  
Signature of Witness  
Kristine R. Thomson  
Printed Name of Witness

[Signature]  
ALLISON MELISSA COBB

STATE OF MICHIGAN;  
COUNTY OF OAKLAND :

I HEREBY CERTIFY that on this day personally appeared before me, an officer duly authorized to administer oaths and take acknowledgments, ALLISON MELISSA COBB, who is personally known to me to be the person described in and who executed the foregoing Quit Claim Deed or who produced \_\_\_\_\_ as identification, and she has acknowledged before me that she executed the same freely and voluntarily for the purposes therein expressed.

WITNESS my hand and official seal at OAKLAND, County of \_\_\_\_\_, State of Michigan, this 15 day of May, 2015.

\_\_\_\_\_  
Printed Name of Notary

[Signature]  
NOTARY PUBLIC

My Commission Expires: BONNIE J. MIX  
NOTARY PUBLIC - STATE OF MICHIGAN  
COUNTY OF MACOMB Asing in oak  
My Commission Expires Feb. 08, 2016

# **Property Record Card**



**Disclaimer**

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By continuing into this site you assert that you have read and agree to the above statement.

**Summary**

Parcel ID 00002280-000100  
 Account# 8890613  
 Property ID 8890613  
 Millage Group 10KW  
 Location 2407 N ROOSEVELT Blvd, KEY WEST  
 Address  
 Legal KW PARCEL OF LAND AND BAY BOTTOM LYING NLY OF N ROOSEVELT BLVD (4.62 AC) G44-161/62(II DEED 19529) OR1366-2453/54 OR1440-476/77 OR1440-478/797/C OR1566-801/82C OR1566-807/09C OR1676-806/07 OR2302-207E OR2471-1632/60F/J  
 Description  
 (Note: Not to be used on legal documents.)  
 Neighborhood 31040  
 Property Class STORE COMBO (1200)  
 Subdivision  
 Sec/Twp/Rng 33/67/25  
 Affordable No  
 Housing



AK8890613 2407 N. ROOSEVELT BLVD. 6/28/2011

**Owner**

WALKER RICHARD C  
 2407 N Roosevelt Blvd  
 Key West FL 33040

**Valuation**

	2018	2017	2016	2015
+ Market Improvement Value	\$1,069,681	\$1,130,806	\$1,217,990	\$1,217,990
+ Market Misc Value	\$158,734	\$159,179	\$119,272	\$101,144
+ Market Land Value	\$2,295,995	\$2,295,995	\$2,129,335	\$2,129,335
= Just Market Value	\$3,524,410	\$3,585,980	\$3,466,597	\$3,448,469
= Total Assessed Value	\$3,085,124	\$3,115,512	\$3,019,493	\$3,002,683
- School Exempt Value	(\$25,000)	(\$25,000)	(\$25,000)	(\$25,000)
= School Taxable Value	\$3,060,124	\$3,090,512	\$2,994,494	\$2,977,683

**Land**

Land Use	Number of Units	Unit Type	Frontage	Depth
RES WATERFRONT (010W)	27,007.00	Square Foot	0	0
ENVIRONMENTALLY SENS (000X)	4.00	Acreage	0	0

**Commercial Buildings**

Style PROFESS BLDG-A / 19A  
 Gross Sq Ft 10,085  
 Finished Sq Ft 8,772  
 Perimeter 0  
 Stories 5  
 Interior Walls  
 Exterior Walls AB AVE WOOD SIDING  
 Quality 450 ()  
 Roof Type  
 Roof Material  
 Exterior Wall1 AB AVE WOOD SIDING  
 Exterior Wall2  
 Foundation  
 Interior Finish  
 Ground Floor Area  
 Floor Cover  
 Full Bathrooms 4  
 Half Bathrooms 0  
 Heating Type  
 Year Built 1987  
 Year Remodeled  
 Effective Year Built 1995  
 Condition

Code	Description	Sketch Area	Finished Area	Perimeter
FLA	FLOOR LIV AREA	8,772	8,772	0
OPU	OP PR UNFIN LL	395	0	0
OPF	OP PRCH FIN LL	336	0	0
OUF	OP PRCH FIN UL	582	0	0
<b>TOTAL</b>		<b>10,085</b>	<b>8,772</b>	<b>0</b>

## Yard Items

Description	Year Built	Roll Year	Quantity	Units	Grade
CONC PATIO	1980	1981	1	240 SF	4
WOOD DECK	1980	1981	1	625 SF	2
WOOD DOCKS	1980	1981	1	7925 SF	3
CH LINK FENCE	1987	1988	1	150 SF	3
TIKI	1987	1988	1	171 SF	5
ASPHALT PAVING	1996	1996	1	16000 SF	2
CONC PATIO	1995	1996	1	2200 SF	2

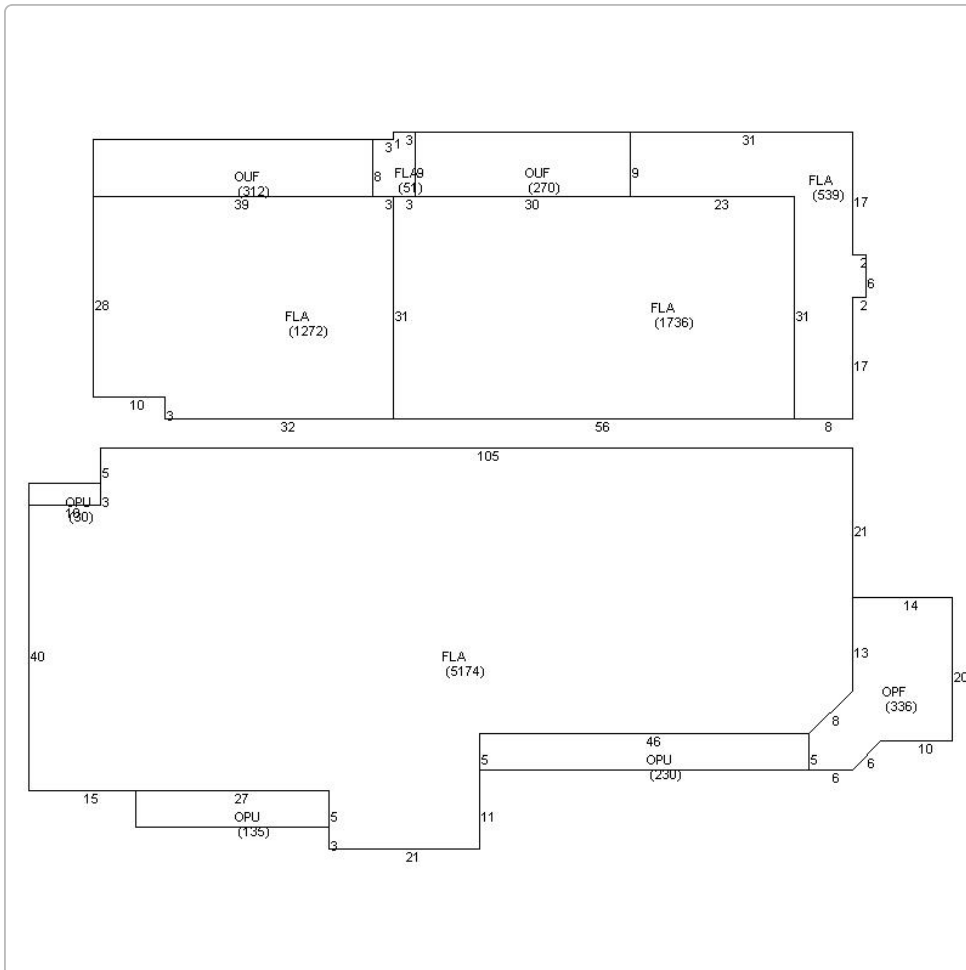
## Sales

Sale Date	Sale Price	Instrument	Instrument Number	Deed Book	Deed Page	Sale Qualification	Vacant or Improved
5/15/2015	\$100	Quit Claim Deed		2741	440	11 - Unqualified	Improved
8/31/1999	\$100,000	Quit Claim Deed		1676	0806	H - Unqualified	Improved
8/1/1995	\$450,000	Warranty Deed		1366	2453	G - Unqualified	Improved

## Permits

Number	Date Issued	Date Completed	Amount	Permit Type	Notes
12-3657	10/9/2012		\$179,000	Commercial	REPLACE EXISTING SANITARY WASTE STATION
12-3658	10/9/2012		\$5,500	Commercial	INSTALL LIFT STATION
08-3767	10/13/2008	6/28/2011	\$1,500	Commercial	EXISTING POST, TWO ALUMINUM SIGNS, DOUBLE FACED, 23.32 SF "SOUTEHRNMOST FOOT & ANKLE SPECIALISTS"
08-1201	9/14/2008	9/14/2008	\$3,500	Commercial	RED TAG: REPLACE DECK BOARDS ON EXISITING DECK (20X25) ENCLOSE 6X8 AREA OVER DECK TO CREATE SHED STORAGE AREA
03-3332	10/7/2003	12/31/2004	\$1,000	Commercial	REMOVE STRUCTURE AT DOCK & COLLAPSING DECKING ONLY
03-3535	10/7/2003	12/31/2004	\$200,000	Commercial	RENOVATE ENTIRE BLDG
03-2823	8/26/2003	12/31/2004	\$6,950	Commercial	ROOF FOR ADDITION
03-1205	6/16/2003	12/31/2004	\$73,800	Commercial	INTERIOR RENOVATIONS
03-1627	6/16/2003	12/31/2004	\$100,000	Commercial	ATF 2 ROGO UNITS
03-1709	6/3/2003	12/31/2004	\$2,100	Commercial	UPGRADE KITCHEN
03-1883	5/27/2003	12/31/2004	\$2,000	Commercial	TILE 2ND FLOOR
03-0395	4/17/2003	12/31/2004	\$84,100	Commercial	ADDITION-ELEVATOR
02-2699	10/29/2002	12/31/2004	\$2,456	Commercial	ROOFING
96-4193	10/1/1996	12/1/1996	\$2,095	Commercial	ALARMS SYSTEM
96-3055	7/1/1996	9/1/1996	\$16,000	Commercial	MECHANICAL
B953091	9/1/1995	9/1/1996	\$200,000	Commercial	RENOVATION
B952690	8/1/1995	9/1/1996	\$20,000	Commercial	DEMOLITION INTERIOR 6844SF

## Sketches (click to enlarge)



Photos



Map



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2018 Notices Only

No data available for the following modules: Buildings, Mobile Home Buildings, Exemptions.

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**Summary**

Parcel ID 00002280-000101  
 Account# 8890621  
 Property ID 8890621  
 Millage Group 10KW  
 Location Address 2409 N ROOSEVELT Blvd, KEY WEST  
 Legal KW PARCEL OF BAY BTM LYING NLY OF N ROOSEVELT BLVD (.248 AC) OR1405-1881/82  
 Description OR2068-1114/16 OR2141-1328/30 OR2302-207E OR2741-435/39  
 (Note: Not to be used on legal documents.)  
 Neighborhood 31040  
 Property Class ONE STORY OFFICE (1700)  
 Subdivision  
 Sec/Twp/Rng 33/67/25  
 Affordable No  
 Housing



**Owner**

ROOSEVELT DOCKS LLC  
 2407 N Roosevelt Blvd  
 Key West FL 33040

**Valuation**

	2018	2017	2016	2015
+ Market Improvement Value	\$303,958	\$319,748	\$335,583	\$313,504
+ Market Misc Value	\$29,930	\$29,930	\$19,954	\$16,628
+ Market Land Value	\$705,280	\$705,280	\$705,578	\$705,578
= Just Market Value	\$1,039,168	\$1,054,958	\$1,061,115	\$1,035,710
= Total Assessed Value	\$1,039,168	\$1,054,958	\$1,061,115	\$1,035,710
- School Exempt Value	\$0	\$0	\$0	\$0
= School Taxable Value	\$1,039,168	\$1,054,958	\$1,061,115	\$1,035,710

**Land**

Land Use	Number of Units	Unit Type	Frontage	Depth
COMMERCIAL WATERFRON (100W)	10,818.00	Square Foot	100	100

**Commercial Buildings**

Style OFFICE BLD-1 STORY / 17C  
 Gross Sq Ft 5,734  
 Finished Sq Ft 3,200  
 Perimeter 0  
 Stories 2  
 Interior Walls  
 Exterior Walls CUSTOM  
 Quality 350 ( )  
 Roof Type  
 Roof Material  
 Exterior Wall1 CUSTOM  
 Exterior Wall2  
 Foundation  
 Interior Finish  
 Ground Floor Area  
 Floor Cover  
 Full Bathrooms 2  
 Half Bathrooms 0  
 Heating Type  
 Year Built 1987  
 Year Remodeled  
 Effective Year Built 2001  
 Condition

Code	Description	Sketch Area	Finished Area	Perimeter
FLA	FLOOR LIV AREA	3,200	3,200	0
OPU	OP PR UNFIN LL	2,070	0	0
OPF	OP PRCH FIN LL	424	0	0
SBF	UTIL FIN BLK	40	0	0
<b>TOTAL</b>		<b>5,734</b>	<b>3,200</b>	<b>0</b>

**Yard Items**

Description	Year Built	Roll Year	Quantity	Units	Grade
WOOD DOCKS	1980	1981	1	1938 SF	3

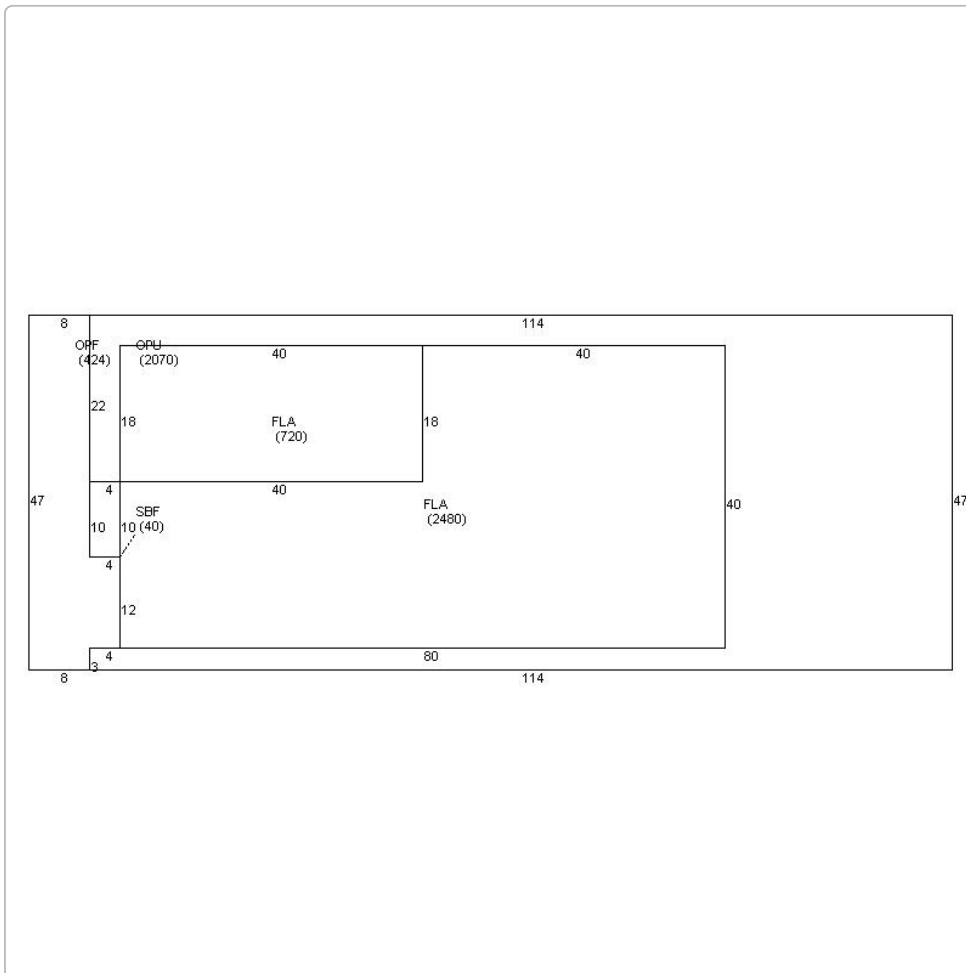
## Sales

Sale Date	Sale Price	Instrument	Instrument Number	Deed Book	Deed Page	Sale Qualification	Vacant or Improved
5/15/2015	\$1,100,000	Warranty Deed		2741	435	37 - Unqualified	Improved
8/5/2005	\$1,500,000	Warranty Deed		2141	1328	Q - Qualified	Improved
5/1/1996	\$170,000	Warranty Deed		1405	1881	Q - Qualified	Improved

## Permits

Number	Date Issued	Date Completed	Amount	Permit Type	Notes
14-5506	11/26/2014	3/18/2015	\$1,000	Commercial	INSTALLATION OF (1) NEW 5 HP 20 AMP SEWER PUMP.
13-1539	4/19/2013		\$6,500	Commercial	MAKE FINAL CONNECTION OF 4" MAIN LINE TO BUILDING.
11-1663	5/20/2011		\$400	Commercial	PULL OUT OLD ROMAX. INSTALL 1/2 PVC AND #12 THNM FOR 1-OLD LIGHT AND NEW LIGHT
10-3668	3/23/2011	6/28/2011	\$1,000	Commercial	REMOVE & REPLACE DECK AS NEEDED. REPLACE 200SF OF ROTTED DECKING. 100LF NEW PARTITION WALLS ON INTERIOR. INSTALL NEW GLASS OPENING.
07-4740	1/22/2008	6/28/2011	\$5,000	Commercial	REPLACE CROSS BRACES UNDER DECK AREA AS NEEDED
07-5296	12/17/2007	6/28/2011	\$6,700	Commercial	INSTALL OF NEW UNDERGROUND FIRE MAIN & ACTIVATION OF EXISTING FIRE SPRINKLER SYSTEM
07-1887	4/19/2007	12/31/2007	\$2,500	Commercial	RELOCATE WATER FROM SEA WALL TO UTILITY EASEMENT
06-3246	5/31/2006	8/7/2006	\$2,000	Commercial	INSTALL TEE & CHECK VALVE FOR LIFT STATION.
04-2167	6/29/2005	11/23/2004	\$2,000	Commercial	R&R 5-TON A/C
04-0755	3/11/2004	11/23/2004	\$2,200	Commercial	R&R LAP SIDING W/ HARDY BOARD
02-411	2/15/2002	9/18/2002	\$1,500	Commercial	NEW ROOF
01-3679	11/26/2001	9/18/2002	\$8,000	Commercial	PORCH ROOF ADDITION
99-4130	12/23/1999	8/4/2000	\$1,990	Commercial	HURRICANE SHUTTERS
99-2287	6/30/1999	11/29/1999	\$750	Commercial	SECURITY ALARM
99-0870	3/12/1999	11/29/1999	\$6,000	Commercial	PAINT EXTERIOR
99-0180	1/14/1999	11/29/1999	\$3,000	Commercial	ELECTRICAL
98-3225	11/10/1998	11/29/1999	\$15,000	Commercial	REBUILD ADDITION
98-2988	9/29/1998	11/29/1999	\$3,500	Commercial	REMOVE 2 BATHROOMS
97-1780	6/1/1997	12/1/1997	\$2,000	Commercial	UPGRADE SERVICE
97-1497	5/1/1997	12/1/1997	\$1,200	Commercial	SECURITY ALARM

## Sketches (click to enlarge)



## Photos



Map



TRIM Notice

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2018 Notices Only

No data available for the following modules: Buildings, Mobile Home Buildings, Exemptions.

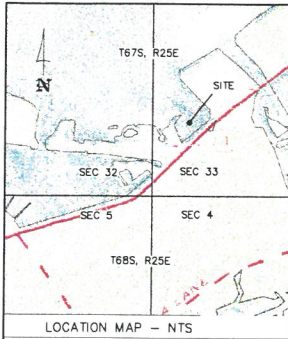
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# Survey



BAY OF FLORIDA

BEARING BASE:  
90° LOT  
ALL ANGLES DEPICTED  
ARE 90 DEGREES UNLESS  
OTHERWISE INDICATED  
ADDRESS:  
2704 NORTH ROOSEVELT BLVD.  
KEY WEST, FL. 33040

ELEVATIONS SHOWN AS  
X.XX REFER TO NGVD29  
VERTICAL DATUM  
ELEVATIONS SHOWN AS  
(X.XX) REFER TO NAVD88  
VERTICAL DATUM  
BENCHMARK USED: PID AA0023  
STAMPING: K4 1 1959  
MARK LOGO USE  
EL. 2.93', NAVD88  
EL. 4.27', NGVD29

MEAN HIGH WATER SURVEY  
FILE NUMBER IS #

THIS MEAN HIGH WATER LINE  
SURVEY COMPLIES WITH CHAPTER  
177, PART II, FLORIDA STATUTES

THE MEAN HIGH WATER ELEVATION  
AS SHOWN HEREON WAS ESTABLISHED  
BY EXTENDING THE ELEVATION SHOWN  
AT MEAN HIGH WATER INTERPOLATION  
POINT NO. 3262

WATER DEPTHS SHOWN AS [X.XX]  
ARE REFERENCED TO THE MEAN LOW WATER  
ELEVATION OF -0.09', NGVD29, -1.43 NAVD.  
THIS DATA WAS OBTAINED AT TOP OF SUBSTRATE.

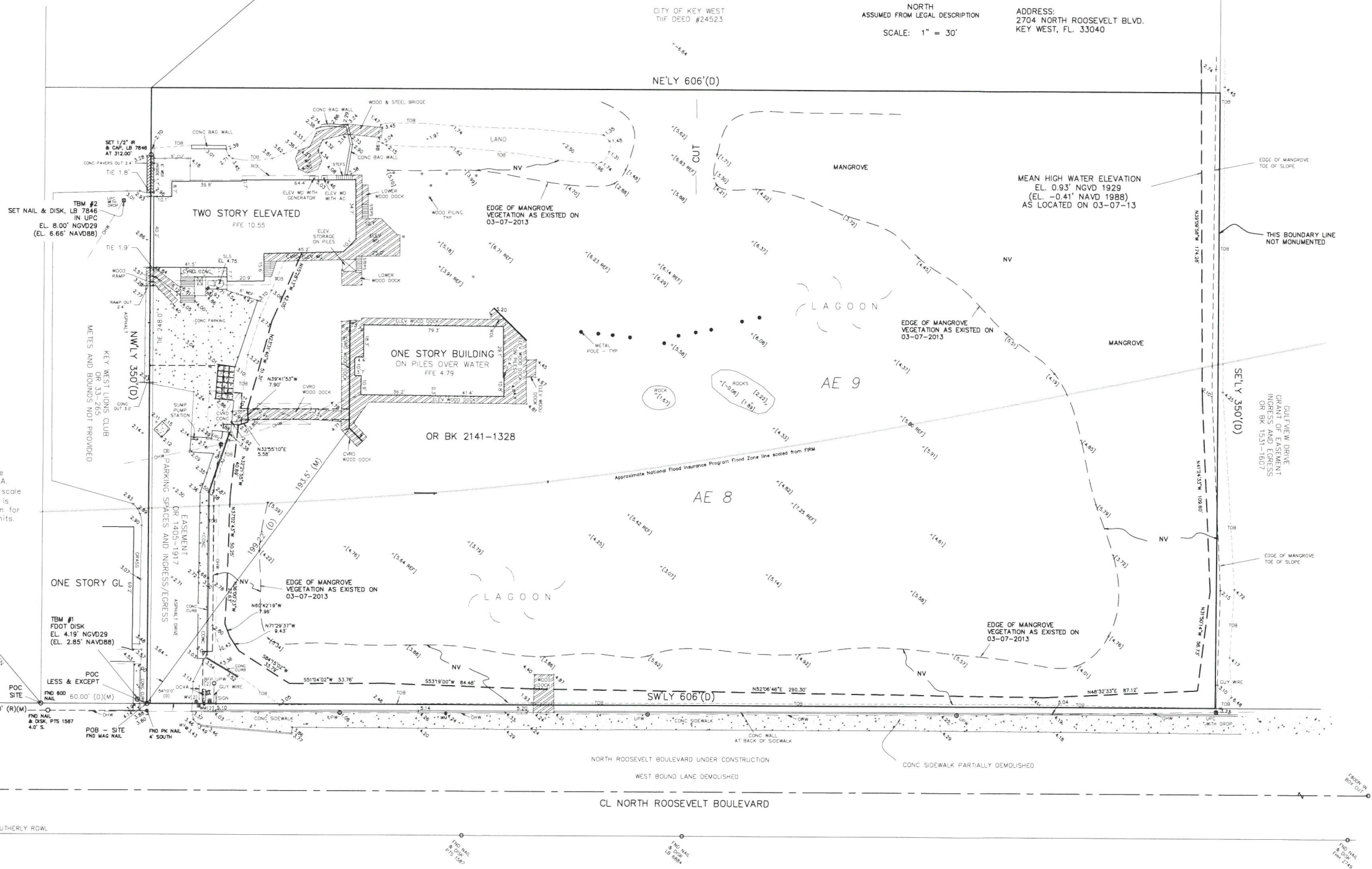
WATER DEPTHS SHOWN AS [X.XX REF] ARE  
REFERENCED TO MEAN LOW WATER AND WERE  
OBTAINED AT REFUSAL. REFUSAL WAS OBTAINED  
BY ONE PERSON DRIVING A FIXED LENGTH SURVEY  
ROD THROUGH SUBSTRATE.

MEAN LOW WATER ELEVATION SHOWN  
ABOVE IS PUBLISHED DATA FROM TIDE  
INTERPOLATION POINT NO. 3262

FLOOD ZONES REFER TO NGVD1929 AS PER FIRM MAPS

I HAVE CONSULTED THE FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP -  
COMMUNITY NO.: 120168, MAP NO.: 12087C-1509K; MAP DATE: 02-18-05  
THE HERON DESCRIBED PROPERTY APPEARS TO BE IN FLOOD ZONE: AEB AND AE9

This parcel crosses more than one National Flood Insurance Program Flood Zone line(s), the approximate  
location of which are shown hereon. These lines are approximate in their location, as scaled from F.E.M.A.  
Flood Insurance Rate Map 12087C, Panel No. 1509K, last revised on 02/18/05. The flood map is at a scale  
of 1" = 500' ±. At this scale the line itself is 10' ± in width. In addition to the small scale the map is  
extremely vague, making precise location of the subject parcel impossible. These lines are shown hereon for  
informational purposes only, and should not be used as the sole criteria for determining construction limits.  
The location of these lines should be verified by the appropriate authorities prior to construction.



MAP OF BOUNDARY, TOPOGRAPHIC &  
MEAN HIGH WATER LINE SURVEY  
Section 33, Township 67 South, Range 25 East,  
City of Key West, Monroe County, State of Florida.

LEGAL DESCRIPTION - provided by the client

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

NOTE: LEGAL DESCRIPTIONS HAVE BEEN FURNISHED BY THE CLIENT OR HIS/HER REPRESENTATIVE. PUBLIC RECORDS HAVE NOT BEEN RESEARCHED BY THE SURVEYOR TO DETERMINE THE  
ACCURACY OF THESE DESCRIPTIONS NOR HAVE ADJOINING PROPERTIES BEEN RESEARCHED TO DETERMINE OVERLAPS OR HIATUS. THIS SURVEY DOES NOT PURPORT TO SHOW OWNERSHIP OF  
WALLS OR FENCES ALONG PROPERTY LINES. ADDITIONS OR DELETIONS TO THIS SURVEY MAP BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF  
THE SIGNING PARTY OR PARTIES. MEASURED DIMENSIONS EQUAL PLATTED OR DESCRIBED DIMENSIONS UNLESS INDICATED OTHERWISE. FOUNDATIONS BENEATH THE SURFACE ARE NOT SHOWN.

THE FOLLOWING IS A LIST OF ABBREVIATIONS THAT MAY BE FOUND ON THIS SHEET.

BFP = BACK-FLOW PREVENTER	D = DEED	FO = FENCE OUTSIDE	MTL = METAL FENCE	PRC = POINT OF REVERSE CURVE	TOB = TOP OF BANK
BO = BLOW OUT	DCVA = DOUBLE CHECK VALVE ASSEMBLY	FOL = FENCE ON LINE	NAV0 = NORTH AMERICAN VERTICAL DATUM (1988)	PRM = PERMANENT REFERENCE MONUMENT	TOS = TOE OF SLOPE
CA = CALCULATED	DEASE = DRAINAGE EASEMENT	GB = GRADE BREAK	NTS = NOT TO SCALE	PT = POINT OF TANGENT	TS = TRAFFIC SIGN
C&G = 2" CONCRETE CURB & GUTTER	DELTA = DELTA ANGLE	GL = GROUND LEVEL	VD = VERTICAL DATUM (1929)	R = RADIUS	TYP = TYPICAL
CB = CONCRETE BLOCK	DMH = DRAINAGE MANHOLE	GI = GUY WIRE	ROWL = RIGHT OF WAY LINE	R/OV = ROOF OVERHANG LINE	UEASE = UTILITY EASEMENT
CBW = CONCRETE BLOCK WALL	EB = ELECTRIC BOX	HO = HOSE BIB	R/W = RIGHT OF WAY	SCU = SANITARY CLEAN-OUT	UPC = CONCRETE UTILITY POLE
CBRW = CONCRETE BLOCK RETAINING WALL	EL = ELEVATION	IR = IRON PIPE	DHW = OVERHEAD WIRES	SLS = SANITARY LIFT STATION	UPW = METAL UTILITY POLE
CI = CURB INLET	EM = ELECTRIC METER	IS = IRON ROD	PL = PLAT	SMH = SANITARY MANHOLE	UPW = WOOD UTILITY POLE
CL = CENTERLINE	ENCL = ENCLOSURE	LE = LOWER ENCLOSURE	PC = POINT OF CURVE	SPV = SPRINKLER CONTROL VALVE	WB = WOOD BOX
CLF = CHARLUMK FENCE	FTE = FINISHED FLOOR ELEVATION	L = ARC LENGTH	POP = POINT OF BEGINNING	SM = SANITARY MANHOLE	WD = WOOD DECK
CM = CONCRETE MONUMENT	FH = FIRE HYDRANT	LS = LANDSCAPING	PK = PARKER KALON NAIL	SV = SEWER VALVE	WF = WOOD FENCE
CONC = CONCRETE	FI = FENCE INSIDE	M = MAILBOX	PM = PARKING METER	SW = SPRINKLER CONTROL VALVE	WM = WOOD LANDING
C/S = CONCRETE SLAB	FND = FOUND	MHW = MEAN HIGH WATER LINE	POC = POINT OF COMMENCEMENT	TS = TELEPHONE SIGN	WW = WATER WRENCH
CWD = COVERED				TBM = TOTAL BENCHMARK	WV = WATER VALVE

CERTIFIED TO - RICHARD C. WALKER AND MARY JO WALKER

SCALE 1"=30'  
FIELD WORK DATE 03/07/13  
REVISION DATE -/-/  
SHEET 1 OF 1  
DRAWN BY BT  
CHECKED BY RW  
INVOICE # 12112801

REECE & WHITE  
LAND SURVEYING, INC.  
PROFESSIONAL SURVEYOR AND MAPPER, LB 7846  
127 INDUSTRIAL ROAD, BIG PINE KEY, FL 33043  
OFFICE (305) 872 - 1348  
FAX (305) 872 - 5622

NOT VALID WITHOUT THE SIGNATURE AND THE AKKED SEAL OF A FLORIDA SURVEYOR AND MAPPER



# **Easement Agreement**

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

Doc# 2009121  
Bk# 2716 Pg# 1546

8 **RESTATED PARKING EASEMENT AGREEMENT**  
9

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

15 **RECITALS:**  
16



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

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

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

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

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

                       
 KW26  Walker

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



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

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


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

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

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

 KW26  Walker

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

      KW26       Walker

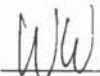

1 example adverse possession. Nothing in this Restated Easement Agreement shall be construed as  
2 preventing the construction of improvements on the Hotel Property, or the demolition of existing  
3 structures or other improvements now or hereafter located on the Hotel Property. In the event that 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

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

WW KW26 AW Walker

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

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

      KW26       Walker

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

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

WW KW26 AW Walker

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

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

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

WW KW26 AW Walker





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

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

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

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

      KW26       Walker

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

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

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

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

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

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

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

WW KW26 RW Walker

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

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

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

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

WW KW26 Walker Walker


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

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

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

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

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

 KW26  Walker

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

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

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

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

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

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

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

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

    *WW*     KW26       *M*     Walker

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

3  
4 IN WITNESS WHEREOF, the parties hereto execute this Restated Easement Agreement as  
5 of the Effective Date.

6  
7 Signed, sealed and delivered  
8 in the presence of:

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

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

By: William Walsh  
William Walsh  
Its Manager

13  
14  
15 Christine L. Metzger  
16 Name: Christine L. Metzger

17  
18 Adele V. Stone  
19 Name: Adele V. Stone

Richard C. Walker  
Richard C. Walker

20  
21 Tania Ortiz  
22 Name: Tania Ortiz

23  
24 [ACKNOWLEDGEMENTS APPEAR ON THE FOLLOWING PAGE]

WW KW26 RW Walker

STATE OF FLORIDA  
COUNTY OF PALM BEACH

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

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



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

STATE OF FLORIDA  
COUNTY OF MONROE

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

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



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

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

**EXHIBIT A**

**LEGAL DESCRIPTION**

Restaurant Property

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

  
KW26

  
Walker



EXHIBIT B

LEGAL DESCRIPTION

PARCEL A1

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

AND TOGETHER WITH

PARCEL A2

On the Island of Key West, Florida, and more particularly described as follows: Commencing at a point where the Northerly property line of "HILTON HAVEN" Subdivision (Amended Plat, and recorded in Plat Book 2, Page 108, Public Records of Monroe County, Florida) intersects the Northwesterly Right-of-Way line of Roosevelt Boulevard, said point also being a permanent reference monument of aforesaid "HILTON HAVEN" Subdivision from said point, run Southwesterly along the Northwesterly Right-of-Way line of Roosevelt Boulevard for a distance of 166.0 feet to the point of beginning of the strip of land hereinafter described; thence with a deflected angle to the right of 72 degrees, 34 minutes and 08 seconds and in a Northwesterly direction for a distance of 98.34 feet to a point; thence with a deflected angle to the left of 17 degrees, 18 minutes and 22 seconds and in a Northwesterly direction for a distance of 117.98 feet to a point; thence with a deflected angle to the right of 83 degrees, 54 minutes and 18 seconds in a Northerly direction for a distance of 4.0 feet to a point; thence with a deflected angle to the right of 96 degrees, 38 minutes and 00 seconds and in a Southeasterly direction for a distance of 119.3 feet to a point; thence with a deflected angle to the right of 18 degrees, 31 minutes and 00 seconds and in a Southeasterly direction for a distance of 98.3 feet back to the Point of Beginning.

AND TOGETHER WITH

PARCEL A3

Begin at the intersection of the Northwesterly Right-of-Way line of Roosevelt Boulevard and the North Boundary of Tract 1 of HILTON HAVEN, the Point of Beginning; thence westerly along the North line of HILTON HAVEN 315.35 feet; which said line makes an angle with the center line of Roosevelt Boulevard of 49 degrees 10 minutes; thence Northerly at right angles to the North boundary of said Tract 1, 45 feet; thence Easterly at right angles to the last named course and parallel with the North boundary of said Tract 1 of HILTON HAVEN, a distance of 283.28 feet; thence in a Southeasterly direction, making an angle of 90 degrees with the center line of Roosevelt Boulevard, 68.82 feet, to the Point of Beginning.

AND TOGETHER WITH

PARCEL A4

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

Commence at the intersection of the Northerly Right-of-Way line of Roosevelt Boulevard and the Northerly boundary of said HILTON HAVEN SUBDIVISION; thence West along said Northerly boundary 315.25 feet; thence North 45 feet to the Point of Beginning; thence continue North 226 feet; thence in a Southeasterly direction 350 feet to a point East of the Point of Beginning; thence West 283.28 feet to the Point of Beginning.

WW

**EXHIBIT C**

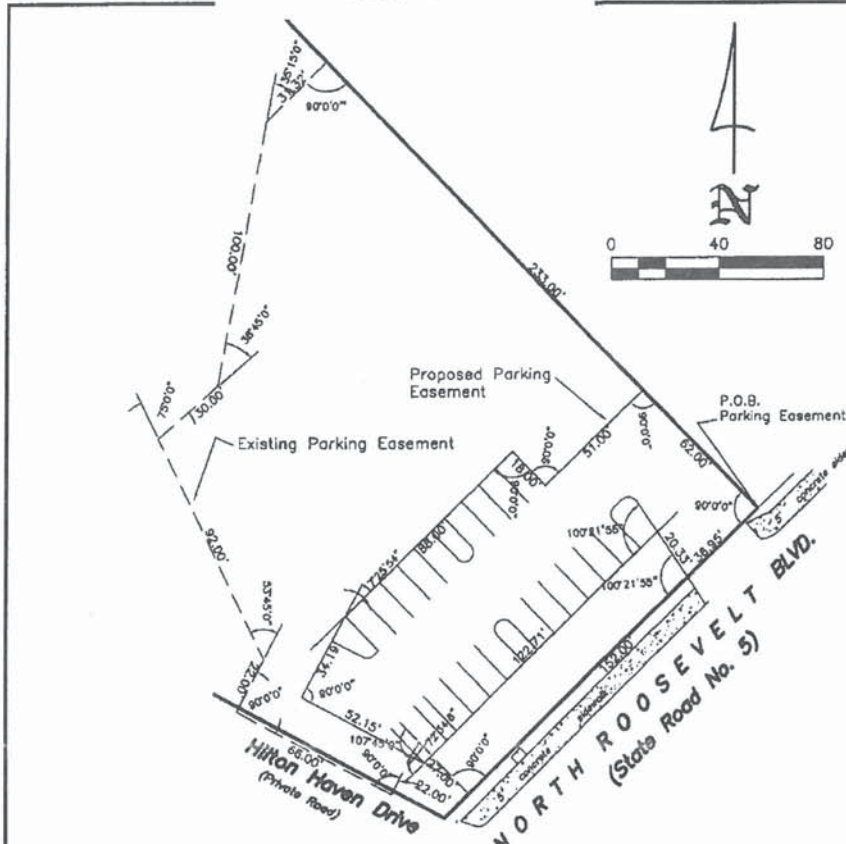
**LEGAL DESCRIPTION**

Parking Property

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

WW KW26 M Walker

EXHIBIT D



**PARKING EASEMENT OR BOOK 1176, pages 1320-1335**  
 A parcel of land on the Island of Key West, Monroe County, Florida: the said parcel being described by metes and bounds as follows: BEGIN at a point where the Northerly line of HILTON HAVEN subdivision (Amended Plat, and recorded in Plat Book 2, page 108, Public Records of Monroe County, Florida) intersects the Northwesterly right of way line (ROWL) of North Roosevelt Boulevard and run thence SW'y and along the said NW'y ROWL for a distance of 152.00 feet; thence NW'y and at right angles for a distance of 27.00 feet; thence SW'y and along a line deflected 107 degrees 45' to the left for a distance of 22.00 feet; thence NW'y and at right angles for a distance of 58.00 feet; thence NE'y and at right angles for a distance of 22.00 feet; thence NW'y and along a line deflected 53 degrees 45' to the left for a distance of 92.00 feet; thence NE'y and along a line deflected 75 degrees to the right for a distance of 30.00 feet; thence Northerly and along a line deflected 38 degrees 45' to the left for a distance of 100 feet; thence NE'y and along a line deflected 35 degrees 15' to the right for a distance of 31.32 feet; thence SW'y and at right angles for a distance of 233.00 feet back to the Point of Beginning.

**PROPOSED PARKING EASEMENT:**  
 A parcel of land on the Island of Key West, Monroe County, Florida: the said parcel being described by metes and bounds as follows: BEGIN at a point where the Northerly line of HILTON HAVEN subdivision (Amended Plat, and recorded in Plat Book 2, page 108, Public Records of Monroe County, Florida) intersects the Northwesterly right of way line (ROWL) of North Roosevelt Boulevard and run thence SW'y and along the said NW'y ROWL for a distance of 36.95 feet; thence NW'y and along a line deflected 100°21'55" to the right for a distance of 20.33 feet; thence SW'y and along a line deflected 100°21'55" to the left for a distance of 122.71 feet; thence Westerly and along a line deflected 72°34'06" to the right for a distance of 52.15 feet; thence Northerly and at right angles for a distance of 34.19 feet; thence NE'y along a line deflected 17°25'54" to the right for a distance of 88.00 feet; thence SE'y and at right angles for a distance of 18.00 feet; thence NE'y and at right angles for a distance of 51.00 feet; thence SE'y and at right angles along the said N'y line of Hilton Haven for a distance of 82.00 feet to the said NW'y ROWL line of North Roosevelt Blvd. and the Point of Beginning.

North/South Corp. Banana Bay Resort, N. Roosevelt Blvd., Key West, FL			
Specific Purpose Survey, Sketch to Accompany Legal Description		Dwn No.: 14-337	
Scale: 1"=40'	Ref.	Flood panel No.	Dwn. By: F.H.H.
Date: 8/8/14		Flood Zone:	Flood Elev.
REVISIONS AND/OR ADDITIONS			
f:/datatred/dwg/keywest/clairfieldinn/bananaabay			

**ISLAND SURVEYING INC.**  
 ENGINEERS PLANNERS SURVEYORS  
 3152 Northside Drive  
 Suite 201  
 Key West, FL 33040  
 (305) 293-0466  
 Fax: (305) 293-0237  
 fhildeb1@bellsouth.net  
 L.S. No. 7700



WW

Schedule 1

Insurance Requirements

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

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

      KW26            Walker

This Instrument Was Prepared By, Record and Return To: Thomas P. Angelo, Esq., Stearns Weaver Miller Weissler Alhadeff & Sitterson, P.A., 150 West Flagler St., Suite 2200, Miami, Florida 33130

Property Appraiser Parcel Identification No. 1067849

FILED FOR RECORD  
JUN 12 11:04  
DANN  
RESERVE  
CLERK OF  
MONROE COUNTY, FLA.

657 850

**PARKING EASEMENT AGREEMENT**

REC 176 PAGE 1320

THIS PARKING EASEMENT AGREEMENT (the "Agreement") is made as of the 11th day of July, 1991, by WHARF PROPERTIES OF KEY WEST, INC., a Florida corporation (the "Grantor") Lopez Development Corporation, a Florida corporation ("Lopez"), as debtor in possession in Case No. 90-13736-BKC-AJC, in the Bankruptcy Court for the Southern District of Florida and FLIPPERS MANAGEMENT, a Florida general partnership ("Flippers"), as debtor in possession in Case No. 90-14105-BKC-AJC, in the Bankruptcy Court for the Southern District of Florida (Flippers and Lopez may be referred to hereinafter collectively as the "Grantee"). The terms Grantor and Grantee in this Agreement include the respective successors and assigns of said parties.

693908

**RECITALS**

A. Flippers is the current lessee under that certain Lease dated March 20, 1987 (the "Lease") executed by the City of Key West, Florida (the "Lessor") and Cetuman Foundation, Inc., which Lease, as amended, affects certain real property more particularly described on Exhibit "A" attached hereto and made a part hereof (the "Restaurant Property").

B. The Grantor is the owner in fee simple of that certain real property more particularly described on Exhibit "B" attached hereto and made a part hereof (the "Hotel Property"), including therein that certain real property more particularly described on Exhibit "C" attached hereto and made a part hereof (the "Parking Property").

**AGREEMENT**

NOW, THEREFORE, in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the following grants, agreements, covenants and restrictions are made:

1. Recitals. The recitals hereinabove contained are true and correct and made a part hereof.

2. Grant of Parking Easement. Subject to the terms and conditions of this Agreement, Grantor hereby grants and conveys to Grantee and its heirs, legal representatives, successors and assigns, a perpetual non-exclusive private easement (the "Parking Easement"), for (i) the ingress and egress of motor vehicles for its invitees, employees, guests and customers over and onto the Parking Property, (ii) the ingress and egress of its invitees, employees, guests, and customers, as pedestrians over, onto and through the Parking Property and between the Parking Property and the Restaurant Property, and (iii) the parking of approximately eighty (80) motor vehicles for its invitees, employees, guests and customers on the Parking Property in the areas designated for parking from time to time; provided that any such use is consistent with and is in the ordinary course of Grantee's business, as located on the Restaurant Property and either as it has been conducted as a restaurant, entertainment facility, or attraction or as may be conducted in some other business that will not have a material adverse impact upon Grantor's ability to market the Hotel Property (and in such case subject expressly to the written consent of Grantor as to the conduct of such other business, which consent shall not be unreasonably withheld and which consent shall be given, if reasonable to be given, within twenty (20) days after written request therefor); and along therewith the right to construct signs on the Parking Property (the design, size and quantity of which shall be subject to the reasonable approval of the Grantor), the purpose of which shall be to alert customers of the Grantee of the availability of parking on the Parking Property. It is expressly understood by the parties hereto that if at any time the Grantee or its successors or assigns, whether by operation of law or otherwise, cease to operate the Restaurant Property as a restaurant, entertainment facility, or attraction or for such other business as to which Grantor has given its written consent as aforesaid, then during any period while the Restaurant Property is not used as a restaurant, entertainment facility, or attraction or for such other approved business, all rights of the Grantee or its respective successors or assigns hereunder shall be suspended.

3. Rights of Grantor. Grantor shall have the right:

(a) to locate and relocate fences, walls, landscaping, barriers, buildings, walkways, sidewalks, curbs, driveways, parking areas, parking spaces, roads, paving, street lighting, drainage and open spaces (the "Improvements"); provided Grantor shall not unreasonably prevent or interfere with (i) the ingress and egress of motor vehicles over and onto the Parking Property, (ii) the ingress and egress of pedestrians over, onto and through the Parking Property and between the Parking Property and the Restaurant Property, and (iii) the parking of approximately eighty (80) motor vehicles on the Parking Property in the areas designated for parking from time to time;

(b) to construct sidewalks, curbs, roadways, directional signs, striping markers and lines which shall reasonably channel the movement of motor vehicles and pedestrians on or across the Hotel Property; and to reasonably regulate the movement and parking of motor vehicles on the Parking Property;

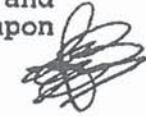
(c) to use the Parking Property for any purpose not inconsistent with the provisions hereof. It is acknowledged and agreed that the easement granted hereunder is not an exclusive easement and shall in no way limit the rights of Grantor to the use and enjoyment of the Parking Property; and

(d) to relocate the boundaries of the Parking Property at any time to any other comparable location designated by the Grantor within the Hotel Property, at Grantor's sole discretion, so long as such relocation does not materially and adversely affect Grantee's rights hereunder.

4. Obligations of Grantee. The exercise by Grantee of any of the rights granted under this Agreement shall perpetually impose upon the Grantee the obligation:

(a) to repair and maintain the Parking Property in reasonably good condition, in good working order and free from defect, in compliance with all applicable laws, ordinances, building codes and governmental regulations. Grantee shall pay the costs of any maintenance occasioned by the use of the Parking Property (including normal wear and tear), or otherwise. The obligation of Grantee for such maintenance and repair shall, without limiting the generality thereof, include: (i) maintaining the surface of the Parking Property in a level, smooth and evenly-covered condition with the type of surfacing material originally installed or of similar or better quality, use and durability; (ii) removing all papers, debris, filth and refuse from the Parking Property and sweeping the Parking Property to the extent reasonably necessary to keep the same in a neat, clean and orderly condition; (iii) placing and maintaining all necessary and appropriate directional signs, striping markers and lines (subject to the reasonable approval of the Grantor); (iv) operating and maintaining (when necessary) artificial lighting facilities on the Parking Property; and (v) maintaining all landscaping within the Parking Property, making such replacement of shrubs and other landscaping as is reasonably necessary, and keeping such areas at all times adequately weeded, fertilized and watered.

(b) to pay all reasonable costs incurred by Grantor in connection with the maintenance of the Parking Property including, but not limited to utility costs for lighting and reasonable landscaping costs. Payments shall be due upon presentment of an invoice therefor.



5. Nature of Grant. The easement granted under this Agreement and all of the rights, restrictions and obligations hereunder shall run with the land, and shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, transferees or successors in interest, but shall inure to the benefit of only an owner or lessee of the Restaurant Property who obtains an express written assignment hereof (or written lease of the Grantee's rights hereunder) from Grantee and who has notified Grantor in writing thereof. The Restaurant Property is in the vicinity of the Hotel Property and the easement granted under this Agreement is granted for the benefit of the Restaurant Property.

6. No Public Dedication. Nothing contained in this Agreement shall in any way be deemed or constitute a gift of or dedication of any portion of the Parking Property to the general public or for the benefit of the general public whatsoever, it being the intention of the parties hereto that the easement granted by this Agreement shall be limited to and utilized for the purposes expressed herein and only for the benefit of the persons herein named. The easement granted under this Agreement is not intended as and shall not be construed as a dedication of any area to the public, state, county or any municipality.

7. Termination or Amendments. The terms, covenants and conditions of this Agreement shall be effective as of the date hereof and shall be perpetual unless terminated by the recording of an appropriate document in the Official Records of Monroe County, Florida, executed by Grantor and Grantee. This agreement may be amended only by the recording of an appropriate document in the Official Records of Monroe County, Florida, executed by Grantor and Grantee. No termination or material modification of this Agreement shall be made at any time during which any institutional lender holds a first mortgage on Grantee's interests and rights herein without first obtaining such lender's written consent thereto.

8. Waiver. No waiver of any provision of this Agreement shall be effective unless it is in writing, signed by the party against whom it is asserted and any such written waiver shall be applicable only to the specific instance to which it relates and shall not be deemed a continuing or future waiver.

9. Indemnity. The Grantee does hereby indemnify the Grantor and agrees to hold the Grantor harmless against any and all claims, liabilities, damages and judgments, including but not limited to attorneys' fees and costs (including any attorneys fees in connection with any appeal from the trial court), arising from (a) the use of the Parking Property by the Grantee or any of its servants, agents, employees, guests, customers, licensees and invitees, (b) any injury to any person or property in connection with the exercise of any right granted to the Grantee under this Agreement, or (c) Grantee's failure to maintain the Parking





Property and the Improvements in good condition, in good working order and free from defect. The Grantor does hereby indemnify the Grantee and agrees to hold the Grantee harmless against any and all claims, liabilities, damages and judgments, including, but not limited to attorneys' fees and costs (including any attorneys' fees in connection with any appeal from the trial court) arising from (a) the use of the Parking Property by the Grantor or any of its servants, invitees, agents, employees, guests, licensees and customers or (b) any injury to any person or property in connection with the exercise of any right reserved by Grantor under this Agreement; provided, however, that nothing herein shall require Grantor to indemnify Grantee as to any portion of such claims, liabilities, judgments, and damages that were caused by the Grantee's failure to maintain the Parking Property and Improvements in good condition.

10. Default. If Grantee, or any successors or assigns of Grantee fails to perform or violates any term or provision of this Agreement, and such non-performance or violation is not curable, or if curable continues for a period of ten (10) days after written notice thereof from Grantor to Grantee, then this Agreement shall be in default, provided, however, if such non-performance or violation may not reasonably be cured within such ten (10) day period, a default shall not be deemed to have occurred so long as same shall be diligently and continuously endeavored to be cured. Notwithstanding the foregoing, this Agreement shall be in default if such non-performance or violation has not been cured within sixty (60) days after notice thereof. Upon default in this Agreement after written notice to Grantee, Grantor shall have the option, in Grantor's sole discretion (i) to terminate this Agreement, or (ii) to cure such non-performance or violation on behalf of Grantee and recover from Grantee any amount Grantor shall reasonably expend for such purpose, including reasonable attorneys fees and costs (including any attorneys fees in connection with any appeal from the trial court) on demand, without contest, upon delivery of an invoice from Grantor to Grantee, together with interest, at the maximum rate permissible from time to time under applicable law, from the date of the delivery of such invoice.

11. Enforcement. In the event it becomes necessary for any party to defend or institute legal proceedings as a result of the failure of either party to comply with the terms, covenants and conditions of this Agreement, the prevailing party in such litigation shall recover from the other party, all costs and expenses incurred or expended in connection therewith including, without limitation, reasonable attorneys fees and costs (including any attorneys fees in connection with any appeal from the trial court).

12. Negation of Partnership. None of the terms or provisions of this Agreement shall be deemed to create a partnership between or among Grantor and Grantee in their



respective businesses or otherwise, nor shall it cause them to be considered joint venturers or members of any joint enterprise. This Agreement is not intended nor shall it be construed to create any third party beneficiary rights as to any person who is not a party hereto unless expressly otherwise provided.

13. Notice. Any notice, statement or demand required or permitted by this Agreement to be given by Grantee to Grantor shall be in writing, and shall be sent by registered or certified mail to Grantor at:

Wharf Properties of Key West, Inc.  
c/o Barnett Bank of South Florida  
701 Brickell Avenue, Fifth Floor  
Miami, Florida 33131  
Attention: Mr. Michael Nuckles

Any notice required or permitted by this Agreement to be given by Grantor to Grantee shall be in writing and shall be sent by registered or certified mail to Grantee at:

700 Elizabeth Street  
Key West, Florida 33041  
Attention: John E. O'Brien

Either party, including its successors or assigns, may notify the other of the change of address. Any notices given hereunder shall be deemed given as of the date of its receipt at the address to which such notice is so directed regardless of any other date that may appear thereon.

14. Rules of Construction. The captions at the beginning of each paragraph of this Agreement are not a part of and in no manner or way define, limit, amplify, change or alter any term, covenant or condition of this Agreement. For the purposes of this Agreement, the neuter gender includes the feminine or masculine, the singular includes the plural, and the word "person" or "entity" includes a corporation, partnership, firm or association wherever the context so requires.

15. Mortgages. This Parking Easement is subject to the liens of existing Mortgages in favor of Barnett Bank of South Florida, N.A. ("Barnett") and Barnett Bank of the Keys, N.A. ("Barnett/Keys") that encumbered the Hotel Property and remain encumbrances on the Parking Property and that are recorded in the Public Records of Monroe County, Florida. If the Parking Easement is ultimately sold along with the Restaurant Property, then the parties agree that at the time of sale a portion of the total sales price will be allocated to the Parking Easement, and Barnett and Barnett/Keys will not be entitled to assert a claim to any greater portion of the purchase price (by virtue of their liens against the Parking Easement, but only to the extent of any amounts remaining

due under their liens) than the portion allocated at the time of the sale to the Parking Easement; provided, however, that this shall not be construed to prohibit Barnett or Barnett/Keys from objecting to any proposed sale on the basis of an inadequate purchase price or for any other valid reason.

16. The Obligations of, and indemnifications by, the Grantee herein shall be joint and several as to Flippers and Lopez.

IN WITNESS WHEREOF the parties have executed this instrument as of the date first indicated above.

Signed, sealed and delivered in the presence of:

GRANTOR:

WHARF PROPERTIES OF KEY WEST, INC., a Florida corporation

Witness Signature: FRANK Szelest  
Print Name of Witness: FRANK SZELEST  
Witness Signature: EDWARD A. SHAPIRO  
Print Name of Witness: EDWARD A. SHAPIRO

By: Mehdi Ghomeshi, Vice President

701 Brickell Avenue  
Miami, Florida 33131  
Grantor's Address

FLIPPERS:

FLIPPERS MANAGEMENT, a Florida general partnership, as debtor in possession pursuant to a Notice of Sale dated May 29, 1991 in Case No. 90-13736-BKC-AJC and Case No. 90-14105-BKC-AJC, in the United States Bankruptcy Court for the Southern District of Florida

Witness Signature: THERESA STOFER  
Print Name of Witness: THERESA STOFER  
Witness Signature: SHERYL A. BERMAN  
Print Name of Witness: SHERYL A. BERMAN

By: John E. O'Brien, Partner

*Theresa Stofor*  
Witness Signature  
Theresa Stofor  
Print Name of Witness

*SHERYL A. BERMAN*  
Witness Signature  
SHERYL A. BERMAN  
Print Name of Witness

\_\_\_\_\_  
Witness Signature  
\_\_\_\_\_  
Print Name of Witness

\_\_\_\_\_  
Witness Signature  
\_\_\_\_\_  
Print Name of Witness

*Theresa Stofor*  
Witness Signature  
Theresa Stofor  
Print Name of Witness  
*SHERYL A. BERMAN*  
Witness Signature  
SHERYL A. BERMAN  
Print Name of Witness

By: *John R. Rinehart*  
John R. Rinehart, Partner

By: KEY CETI, INC., a Florida corporation, Partner

By: \_\_\_\_\_

[CORPORATE SEAL]

LOPEZ:

LOPEZ DEVELOPMENT CORPORATION, a Florida corporation, as debtor in possession pursuant to a Notice of Sale dated May 29, 1991 in Case No. 90-13736-BKC-AJC and Case No. 90-14105-BKC-AJC, in the United States Bankruptcy Court for the Southern District of Florida

By: *John R. Rinehart Pres.*  
John R. Rinehart, President

STATE OF FLORIDA )  
 )SS:  
COUNTY OF DADE )

10<sup>th</sup> The foregoing Agreement was acknowledged before me this day of July, 1991, by Mehdi Ghomeshi as Vice President of Wharf Properties of Key West, Inc., a Florida corporation, on behalf of said corporation.

*Edward A. Shapiro*

Notary Public,  
State of Florida

EDWARD A SHAPIRO

Print Name of Notary Public



My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA AT LARGE  
MY COMMISSION EXPIRES MARCH 1, 1993  
BONDED THRU MAYNARD BONDING AGENCY

STATE OF FLORIDA )  
 )SS:  
COUNTY OF MONROE )

11<sup>th</sup> The foregoing Agreement was acknowledged before me this day of July, 1991, by John E. O'Brien, as a Partner of Flippers Management, a Florida general partnership, on behalf of the partnership.

*Sheryl A. Berman*

Notary Public,  
State of Florida

SHERYL A. BERMAN

Print Name of Notary Public



My Commission Expires:

NOTARY PUBLIC, STATE OF FLORIDA.  
MY COMMISSION EXPIRES: Nov. 28, 1994.  
BONDED THRU NOTARY PUBLIC UNDERWRITERS.

STATE OF FLORIDA )  
 )SS:  
COUNTY OF MONROE )

11<sup>th</sup> The foregoing Agreement was acknowledged before me this day of July, 1991, by John R. Rinehart, as a partner in Flippers Management, a Florida general partnership, on behalf of said general partnership.

*Sheryl A. Berman*

Notary Public,  
State of Florida

SHERYL A. BERMAN

Print Name of Notary Public



My Commission Expires:

NOTARY PUBLIC, STATE OF FLORIDA.  
MY COMMISSION EXPIRES: Nov. 28, 1994.  
BONDED THRU NOTARY PUBLIC UNDERWRITERS.

STATE OF FLORIDA )  
 ) SS:  
COUNTY OF \_\_\_\_\_ )

The foregoing Agreement was acknowledged before me this \_\_\_\_\_ day of July, 1991, by \_\_\_\_\_ as \_\_\_\_\_ of Key Ceti, Inc., a Florida corporation, on behalf of said corporation, as a partner in Flippers Management, a Florida general partnership, on behalf of the partnership.

\_\_\_\_\_  
Notary Public,  
State of Florida

My Commission Expires:

\_\_\_\_\_  
Print Name of Notary Public

G:\W-TPA\30365\119\PKG-EAS.NE

**CONSENT**

The undersigned, being all of the owners and holders of that certain Mortgage and Security Agreement (the "Mortgage") dated November 8, 1989, from Flippers Management, a Florida general partnership to Barnett Bank of the Keys, N.A., recorded in Official Records Book 1112, at Page 1254, of the Public Records of Monroe County, Florida, and the debt secured thereby, does hereby consent to the foregoing Agreement.

Dated July 11, 1991

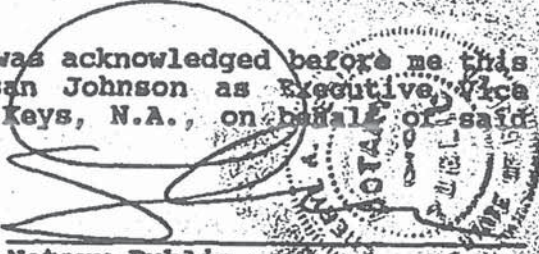
BARNETT BANK OF THE KEYS, N.A.

Susan Johnson

By: EVP

STATE OF FLORIDA )  
                          ) SS:  
COUNTY OF MONROE )

11<sup>th</sup> The foregoing Agreement was acknowledged before me this day of July, 1991, by Susan Johnson as Executive Vice President of Barnett Bank of the Keys, N.A., on behalf of said Bank.



Notary Public,  
State of Florida

My Commission Expires:

NOTARY PUBLIC, STATE OF FLORIDA.  
MY COMMISSION EXPIRES: Nov. 28, 1994.  
BONDED THRU NOTARY PUBLIC UNDERWRITERS.

G:\W-TPA\30365\119\PKG-EAS.N2

CONSENT

The undersigned, being all of the owners and holders of that certain Mortgage and Security Agreement (the "Mortgage") dated June 16, 1987, from Flippers Management, a Florida general partnership to Barnett Bank of South Florida, N.A., recorded in Official Records Book 1016, at Page 1575, of the Public Records of Monroe County, Florida, as modified and amended by that certain Future Advance Agreement dated May 31, 1988, recorded in Official Records Book 1054, at Page 700 of the Public Records of Monroe County, Florida, and as further modified and amended by that certain Second Future Advance Agreement dated September 12, 1989, recorded in Official Records Book 1105, at Page 142, of the Public Records of Monroe County, Florida and the debt secured thereby, does hereby consent to the foregoing Agreement.

Dated July 10, 1991

BARNETT BANK OF SOUTH FLORIDA,  
N.A.

By: Mehdi Ghomeshi  
Mehdi Ghomeshi, Vice President

STATE OF FLORIDA )  
                          ) SS:  
COUNTY OF DADE )

10<sup>th</sup> The foregoing Agreement was acknowledged before me this 10 day of July, 1991, by Mehdi Ghomeshi as Vice President of Barnett Bank of South Florida, N.A., on behalf of said Bank.

Edward A. Hooper  
Notary Public,  
State of Florida



My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA AT LARGE  
MY COMMISSION EXPIRES MARCH 1, 1993  
BONDED THRU MAYNARD BONDING AGENCY



**EXHIBIT "A"**

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



Land situated in Monroe County, Florida:

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

AND

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

AND

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

AND

EXHIBIT "B" (PAGE 1 OF 2)



693908

OFF REC 1176 PAGE 1334

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



G:\W-7PA\30345\119\FLIPPER.LCL

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

EXHIBIT C

Recorded in Official Records Book  
In Monroe County Florida  
Record Verified  
DANNY L. KOLMAGE  
Clerk Circuit Court



# KEYS SURVEYING, INC.

3706 N. Roosevelt Blvd. Suite "E", Key West, FL 33040 (305) 295-0088 Fax: (305) 295-0175

OFF REC 1336 PAGE 0096

872331

## PARCEL A1:

Land situated in Monroe County, Florida.

Tract One (1) of the Amended Plat of HILTON HAVEN, Section 1, a Subdivision on the Island of Key West, Monroe County, Florida, according to the Plat as thereof recorded in Plat Book 2, Page 108, Monroe County, Florida.

AND

## PARCEL A2:

On the Island of Key West, Florida, and more particularly described as follows: Commencing at a point where the Northerly property line of "HILTON HAVEN" Subdivision (Amended Plat, and recorded in Plat Book 2, Page 108, of the Public Records of Monroe County, Florida) intersects the Northwesterly Right-of-Way line of Roosevelt Boulevard said point also being a permanent reference monument of aforesaid "HILTON HAVEN" Subdivision from said point, run Southwesterly along the Northwesterly Right-of-Way line of Roosevelt Boulevard for a distance of 165.00 feet to the Point of Beginning of the strip of land hereinafter described; thence with a deflected angle to the right of 72 degrees, 34 minutes, and 06 seconds and in a Northwesterly direction for a distance of 98.34 feet to a point; thence with a deflected angle to the left of 17 degrees, 18 minutes, and 22 seconds and in a Northwesterly direction for a distance of 117.96 feet to a point; thence with a deflected angle to the right of 83 degrees, 54 minutes, 16 seconds in Northerly directions for a distance of 4.0 feet to a point; thence with a deflected angle to the right of 96 degrees, 38 minutes, and 00 seconds and in a Southeasterly direction for a distance of 119.3 feet to a point; thence with a deflected angle to the right of 18 degrees, 31 minutes, and 00 seconds and in a Southeasterly directions for a distance of 98.3 feet back to the Point of Beginning.

AND

## PARCEL A3:

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

AND

## PARCEL A4: (PREPARED BY SURVEYOR)

A Parcel of land lying North of HILTON HAVEN Subdivision, as Recorded in Plat Book 2, Page 108, of the Public Records of Monroe County, Florida, being more particularly described as follows: Commence at the intersection of the Northerly Right-of-Way line of North Roosevelt Blvd. and the Northerly Boundary line of said HILTON HAVEN Subdivision; thence run West along said Northerly Boundary line, 315.35 feet; thence run North, 45.00 feet to the Point of Beginning; thence continue North, 227.52 feet; thence run Southeasterly along a line deflected 130 degrees, 50 minutes, 00 seconds to the Right, 347.97 feet; thence run East parallel to said Northerly Boundary line, 263.28 feet back to the said Point of Beginning.

# KEYS SURVEYING, INC.

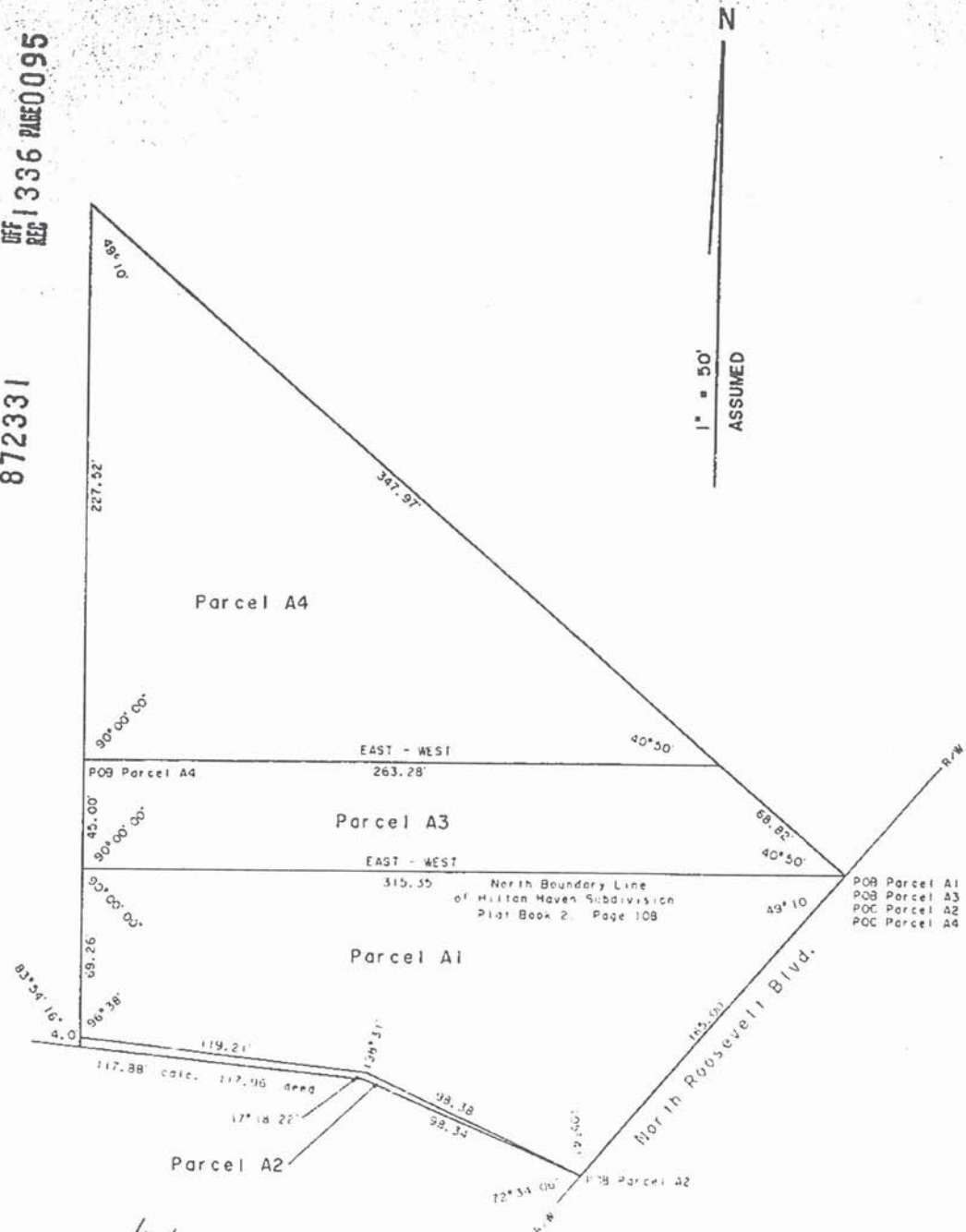
3706 North Roosevelt Boulevard, Suite "E"  
Key West, Florida 33040  
Phone: (305) 295-0089  
Fax: (305) 295-0175

Jose T. Sanchez, III, R.L.S.  
Fl. Reg. Cert. #5224

DEF 1336 PAGE 0095  
REG

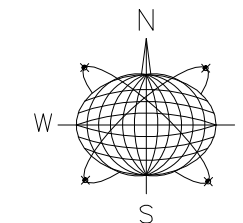
872331

19 00 00 00 00 00 11 06



**Proposed Plans  
(Awaiting a Life Safety Plan for the Main  
Building)**

Site Data	Required/ Allowed	Existing	Proposed	Compliance
Zoning	Conservation	Conservation	No Change	Complies
Site Size	10 ac	5.12 ac. (222,918 sq. ft.)	No Change	Complies
Upland Area	NA	0.69 ac (30,149 sq. ft.)	No Change	Complies
Density	0.5 units	3.0 units	No Change	Complies
Pleasure slips	74	74	40	Complies
Live-aboard Slips	NA	0	30	Conditional Use
FAR	0.04	0.04	No Change	Complies
Max Height	25 ft.	~ 30 ft.	No Change	Complies
Open Space:	20%	92%	No Change	Complies
Landscape: Total Area	20%	29%	No Change	Complies
Buffer	30 ft.	30 ft.	No Change	Complies
Max Building Coverage	5%	3%	No Change	Complies
Impervious Surface	5%	9%	No Change	Complies
Setback (Shoreline)	30ft from MHW 50ft from Class III waters	0 ft from MHW 0 ft from Class III waters	No Change	Complies
Parking: Auto	32	32	32	Complies
Bike	18	18	84	Complies



Meridian Engineering LLC  
 201 Front Street, Suite 203  
 Key West, Florida 33040  
 AUTHORIZATION #29401  
 ph:305-293-3263 fax:293-4899

Seal:

NOT VALID FOR CONSTRUCTION UNLESS  
 SIGNED AND SEALED IN THIS BLOCK

RICHARD J. MILELLI  
 PE #58315

2407-2409 N. ROOSEVELT BLVD

KEY WEST, FLORIDA

Drawn By: ANF Checked By: RJM

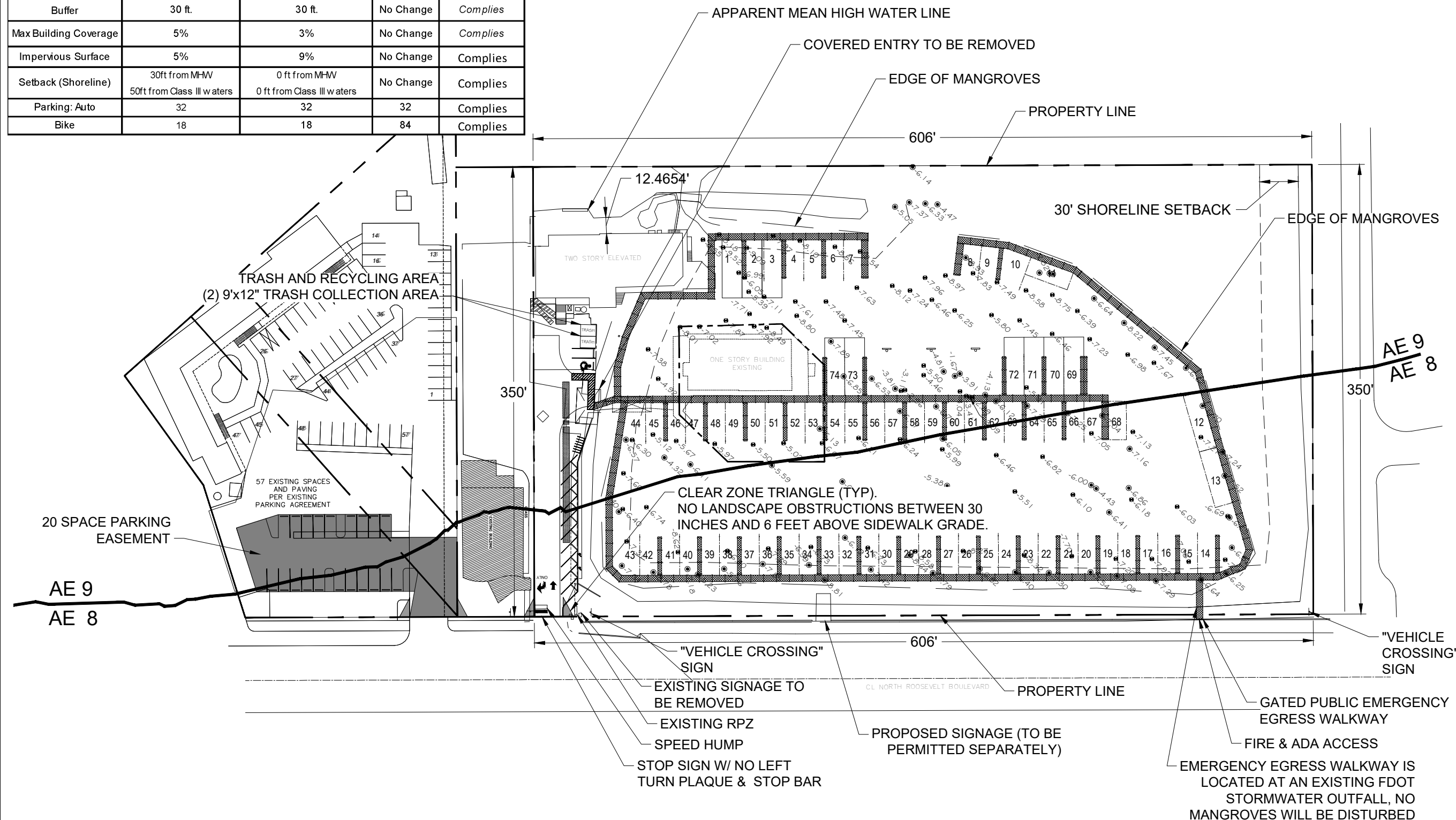
Revisions:

Title:  
**PROPOSED  
 SITE  
 PLAN**

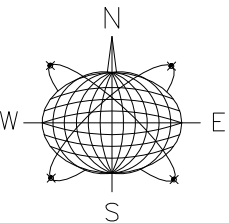
Sheet Number:

**C-1.0**

Date: MARCH 12, 2018







**Meridian Engineering LLC**  
201 Front Street, Suite 203  
Key West, Florida 33040  
AUTHORIZATION #29401  
ph:305-293-3263 fax:293-4899

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SIGNED AND SEALED IN THIS BLOCK

**RICHARD J. MILELLI**  
PE #58315

**2407-2409 N. ROOSEVELT BLVD**

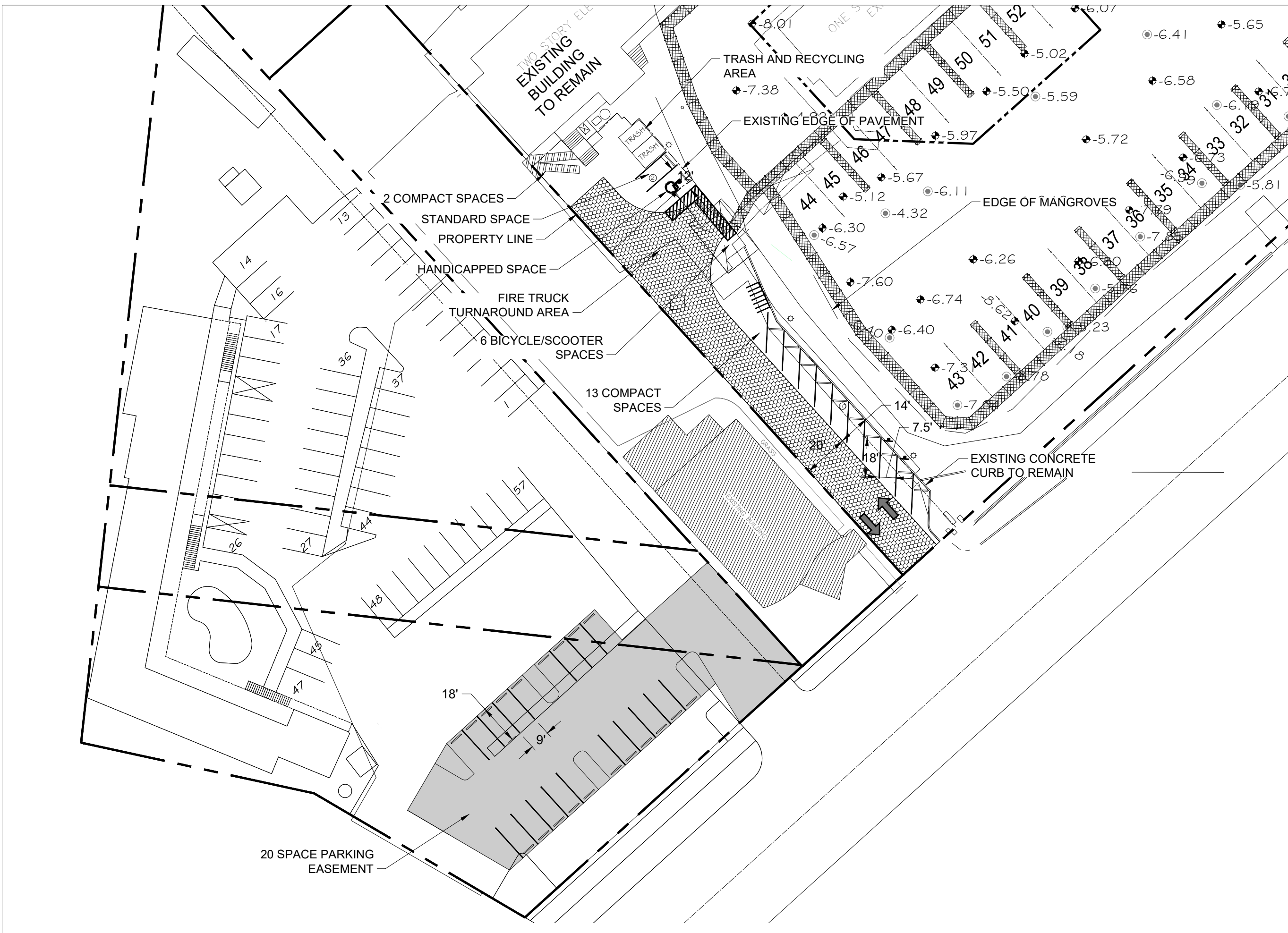
KEY WEST, FLORIDA

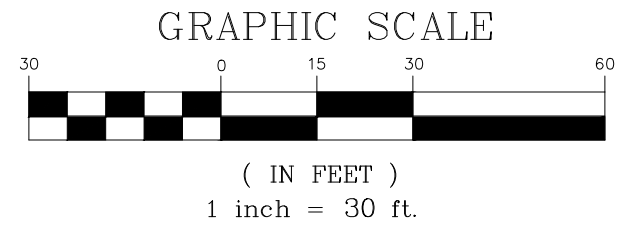
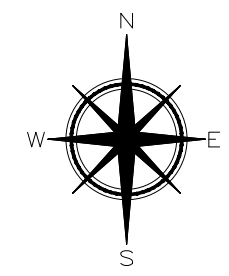
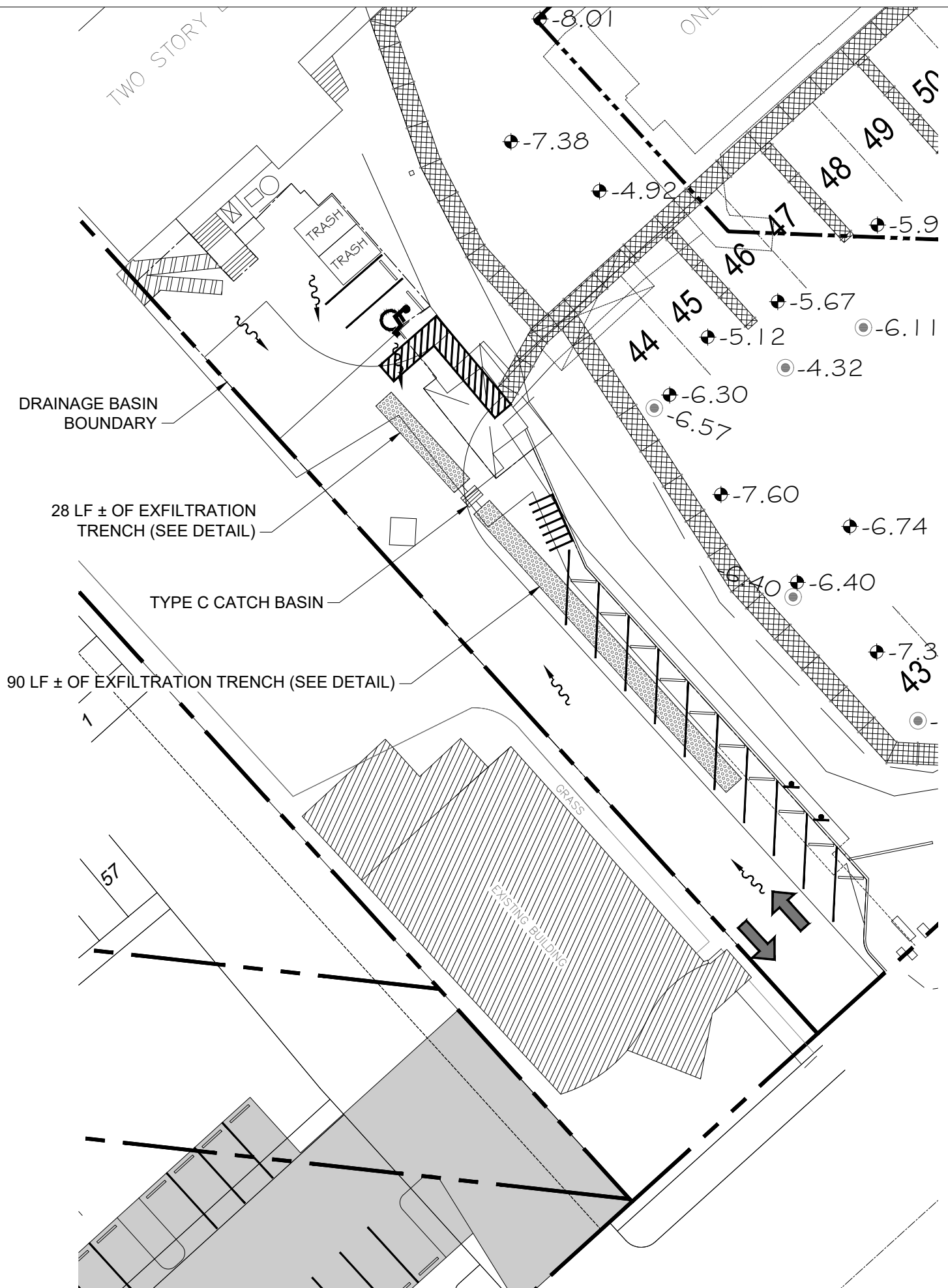
Drawn By:	Checked By:
ANF	RJM
Revisions:	

Title:  
**PROPOSED  
PARKING  
PLAN**

Sheet Number:  
**C-2.0**

Date: MAY 10, 2019





### DRAINAGE CALCULATIONS

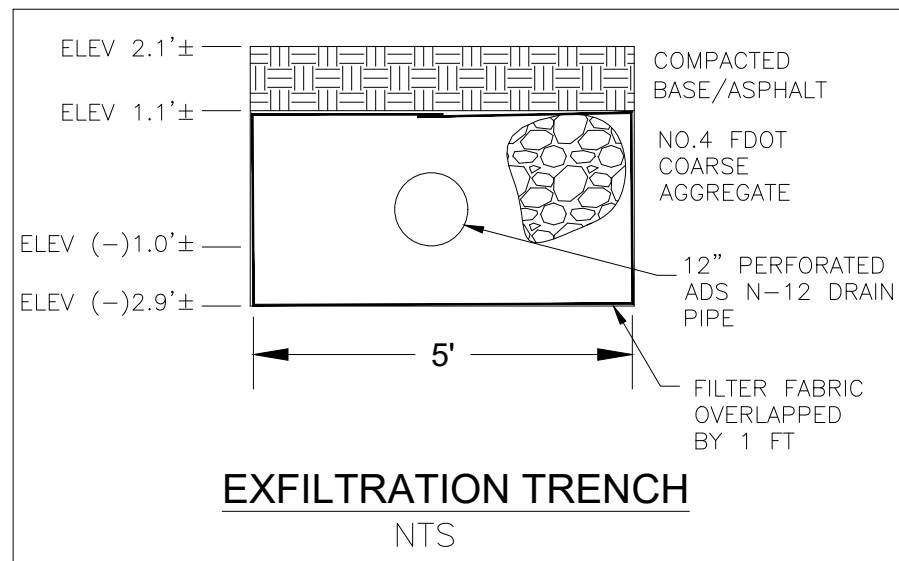
**WATER QUALITY**

PROJECT AREA =	0.20 Ac
PERVIOUS =	0.000 Ac
IMPERVIOUS =	0.20 Ac
ONE INCH OF RUNOFF FROM DRAINAGE BASIN =	0.20 Ac-in
$2-1/2" \times \% \text{ IMPERVIOUS} \times \text{AREA} \times 150\% =$	0.75 Ac-in

NOTE: ADDITIONAL 50% TREATMENT VOLUME FOR DISCHARGE INTO SENSITIVE WATER

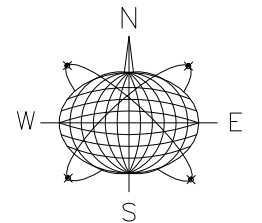
### EXFILTRATION TRENCH PROVIDED

EXFILTRATION TRENCH VOLUME CALCULATED USING SFWMD EQUATION (PG F-10 OF THE ERP INFORMATION MANUAL)  
 VARIABLES  $K=0.0001$ ;  $H=3.1'$ ;  $W=5'$ ;  $Du=2.1'$ ;  $Ds=4'$   
 VOLUME = 0.75 Ac-in  
 TRENCH LENGTH = 118 FT



**EXFILTRATION TRENCH**  
NTS

NOTES:  
 1. FILTER FABRIC SHALL BE MARAFI FILTERWEAVE 300 OR ENGINEER APPROVED EQUIVALENT. FILTER FABRIC SHALL BE INSTALLED PER MANUFACTURER'S INSTRUCTIONS.  
 2. ELEVATION DERIVED FROM SURVEY.



Meridian Engineering LLC  
 201 Front Street, Suite 203  
 Key West, Florida 33040  
 AUTHORIZATION #29401  
 ph:305-293-3263 fax:293-4899

Seal:

NOT VALID FOR CONSTRUCTION UNLESS SIGNED AND SEALED IN THIS BLOCK

RICHARD J. MILELLI  
 PE #58315

2407-2409 N. ROOSEVELT BLVD

KEY WEST, FLORIDA

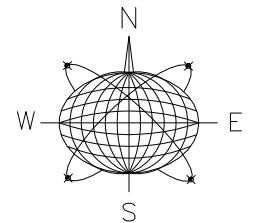
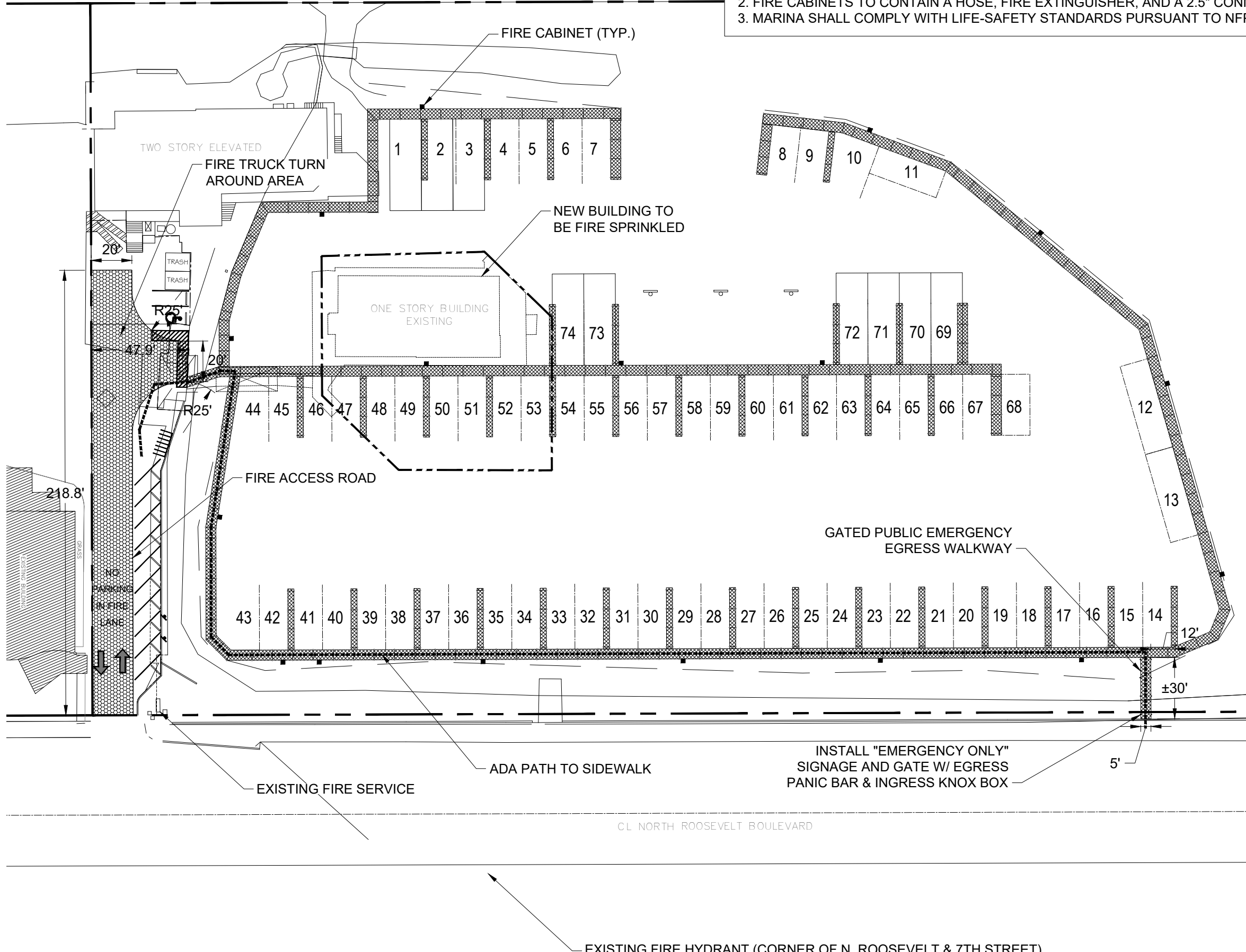
Drawn By: ANF  
 Checked By: RJM  
 Revisions:

Title:  
**PROPOSED DRAINAGE PLAN**

Sheet Number:  
**C-3.0**

Date: MAY 10, 2019

- NOTES:**
1. FIRE CABINETS SHALL NOT BE SPACED MORE THAN 100 FT APART.
  2. FIRE CABINETS TO CONTAIN A HOSE, FIRE EXTINGUISHER, AND A 2.5" CONNECTION.
  3. MARINA SHALL COMPLY WITH LIFE-SAFETY STANDARDS PURSUANT TO NFPA 14 & 303.



**Meridian Engineering LLC**  
 201 Front Street, Suite 203  
 Key West, Florida 33040  
 AUTHORIZATION #29401  
 ph:305-293-3263 fax:293-4899

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 SIGNED AND SEALED IN THIS BLOCK

**RICHARD J. MILELLI**  
 PE #58315

2407-2409 N. ROOSEVELT BLVD

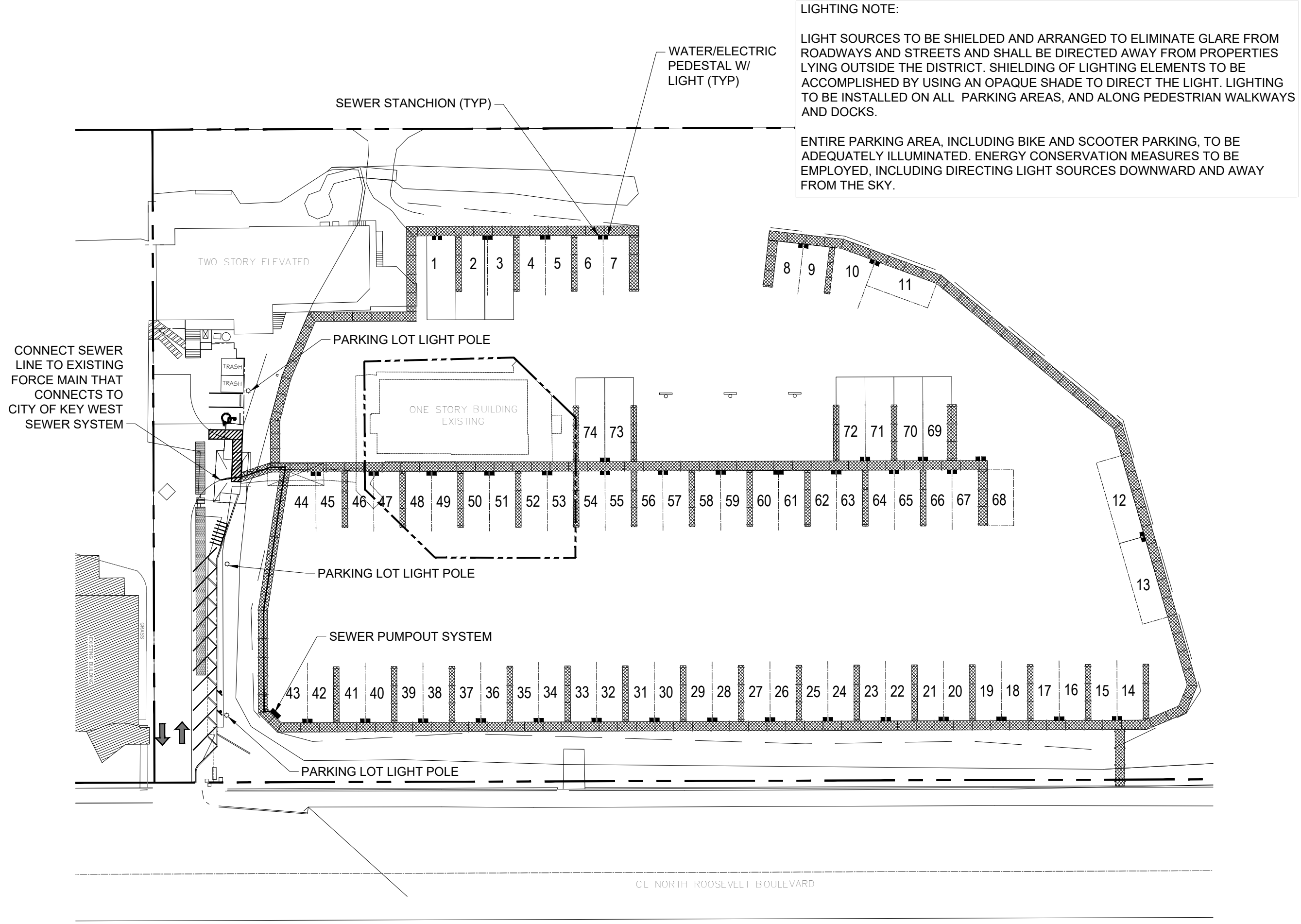
KEY WEST, FLORIDA

Drawn By: ANF      Checked By: RJM  
 Revisions:

Title:  
**LIFE SAFETY PLAN**

Sheet Number:  
**C-4.0**

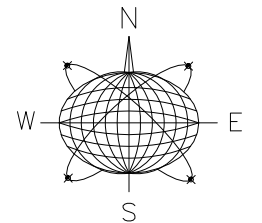
Date: MAY 10, 2019



**LIGHTING NOTE:**

LIGHT SOURCES TO BE SHIELDED AND ARRANGED TO ELIMINATE GLARE FROM ROADWAYS AND STREETS AND SHALL BE DIRECTED AWAY FROM PROPERTIES LYING OUTSIDE THE DISTRICT. SHIELDING OF LIGHTING ELEMENTS TO BE ACCOMPLISHED BY USING AN OPAQUE SHADE TO DIRECT THE LIGHT. LIGHTING TO BE INSTALLED ON ALL PARKING AREAS, AND ALONG PEDESTRIAN WALKWAYS AND DOCKS.

ENTIRE PARKING AREA, INCLUDING BIKE AND SCOOTER PARKING, TO BE ADEQUATELY ILLUMINATED. ENERGY CONSERVATION MEASURES TO BE EMPLOYED, INCLUDING DIRECTING LIGHT SOURCES DOWNWARD AND AWAY FROM THE SKY.



Meridian Engineering LLC  
 201 Front Street, Suite 203  
 Key West, Florida 33040  
 AUTHORIZATION #29401  
 ph:305-293-3263 fax:293-4899

Seal:

NOT VALID FOR CONSTRUCTION UNLESS SIGNED AND SEALED IN THIS BLOCK

RICHARD J. MILELLI  
 PE #58315

2407-2409 N. ROOSEVELT BLVD

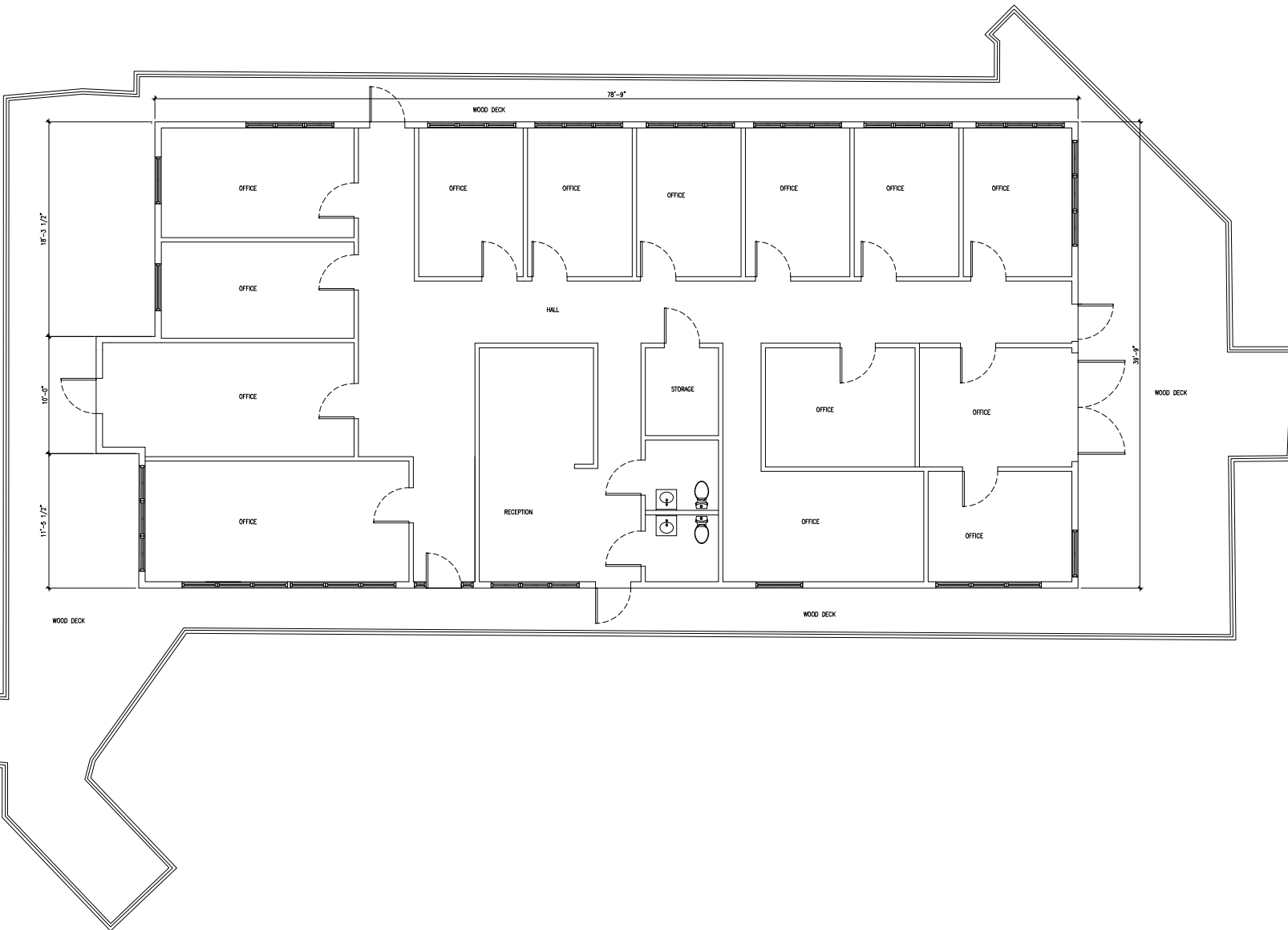
KEY WEST, FLORIDA

Drawn By: ANF      Checked By: RJM  
 Revisions:

Title:  
**UTILITY PLAN**

Sheet Number:  
**C-5.0**

Date: MAY 10, 2019



1  
AE2.1  
MARINA BUILDING- EXISTING FIRST FLOOR PLAN  
SCALE: 1/4"=1'-0"

Scale:


Consultants:


Submissions / Revisions:


**2407-2409 NORTH  
ROOSEVELT BLVD.**  
KEY WEST, FL

Drawing Size A4x6	Project # 1408
----------------------	-------------------

Title:  
**EXISTING  
FLOOR PLAN**

Sheet Number:  
**AE-2.1**

Seal:

Consultants:

Submissions / Revisions:  
REVISION : 2019.05.07


**2407-2409 NORTH  
ROOSEVELT BLVD.**  
KEY WEST, FL

Drawing Size | Project #:  
24x36 | 18029

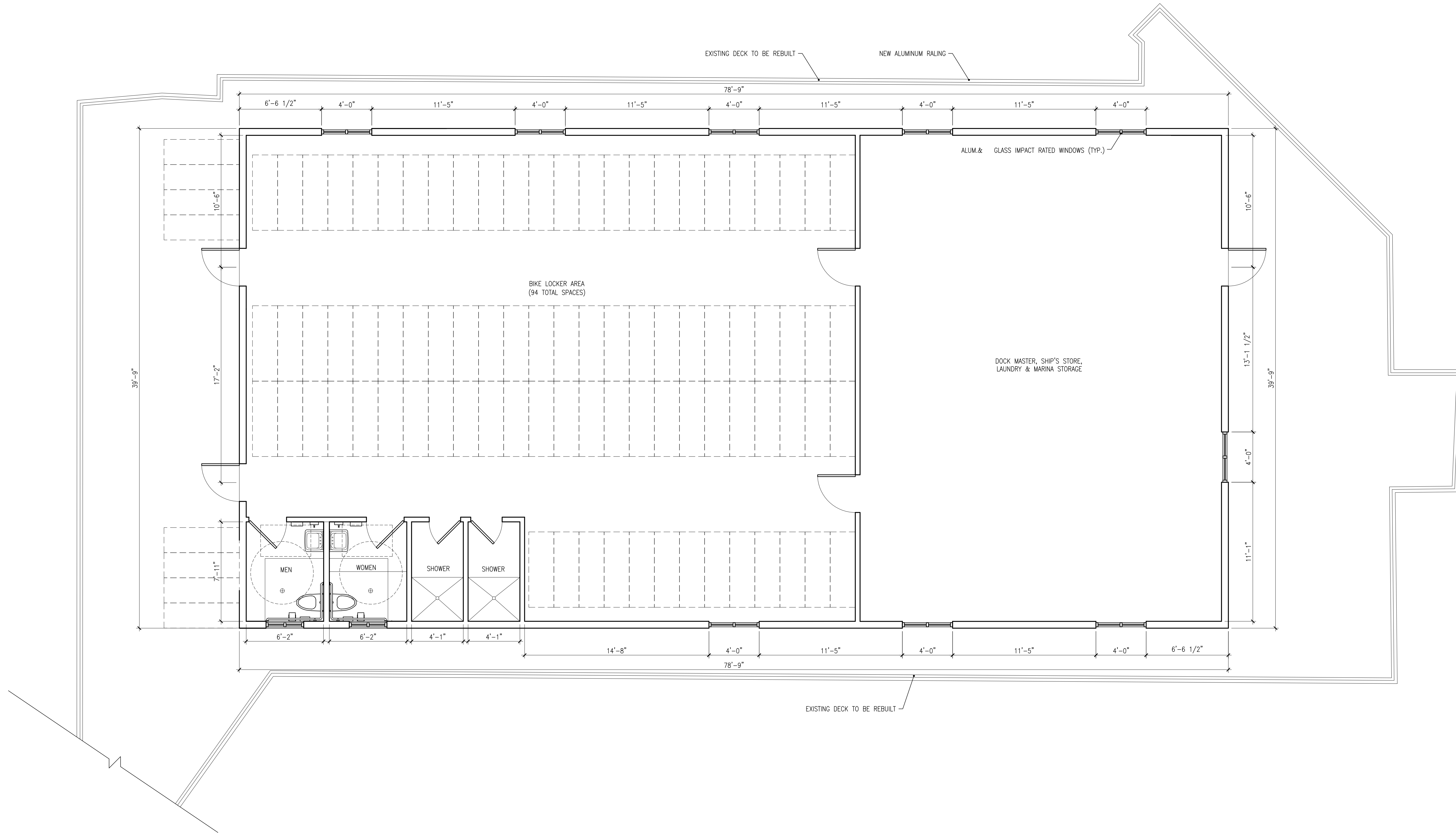
Title:  
**THE MARINA  
CLUBHOUSE:  
PROPOSED  
FIRST FLOOR  
PLAN**

Sheet Number:

**A-2.1**

Date: - SEPTEMBER 25, 2018

© 2018 by WILLIAM SHEPLER & ASSOCIATES ARCHITECTURE LLC



**1**  
**A2.1** THE MARINA CLUBHOUSE -PROPOSED FIRST FLOOR PLAN  
SCALE: 1/4"=1'-0"

Seal:

Consultants:

Submissions / Revisions:  
REVISION : 2019.05.07

**2407-2409 NORTH  
ROOSEVELT BLVD.**  
KEY WEST, FL

Drawing Size | Project #:  
24x36 | 18028

Title:  
**THE MARINA CLUBHOUSE:  
LIFE SAFETY PLAN**

Sheet Number:  
**LS-2.1**

Date: - SEPTEMBER 25, 2018  
© 2018 by WILLIAM SHEPLER & ASSOCIATES ARCHITECTURE LLC

**FIRST FLOOR -  
OCCUPANCY & EGRESS CALCULATIONS**

PROPOSED OCCUPANCY LOAD:  
MERCANTILE: 1110 / 60 = 18.5 (19)  
STORAGE: 1690 / 300 = 5.6 (6)  
TOTAL = 24

USE AND OCCUPANCY CLASSIFICATION: LOW HAZARD STORAGE (S-2), MERCANTILE (M)

CONSTRUCTION CLASSIFICATION: III (exterior walls are of noncombustible materials and the interior building elements are of any material permitted by this code, fire-retardant-treated wood framing complying with section 2303.2 shall be permitted within exterior wall assemblies of a 2-hour rating or less.) & V

OCCUPANT LOAD: 152 TOTAL

EGRESS WIDTH REQUIRED:  
.2 X 24 = 4.8", 44" MIN. EGRESS WIDTH REQ'D., (DOORS MIN. 32" CLEAR),

MIN. NUMBER OF EXITS REQUIRED: 2 (1-500 PERSONS /STORY)

ACCESSIBLE ROUTE WIDTH REQUIRED: 36" (DOORS MIN. 32" CLEAR)





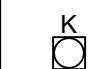
TABLE 1016.1 EXIT ACCESS TRAVEL DISTANCE:

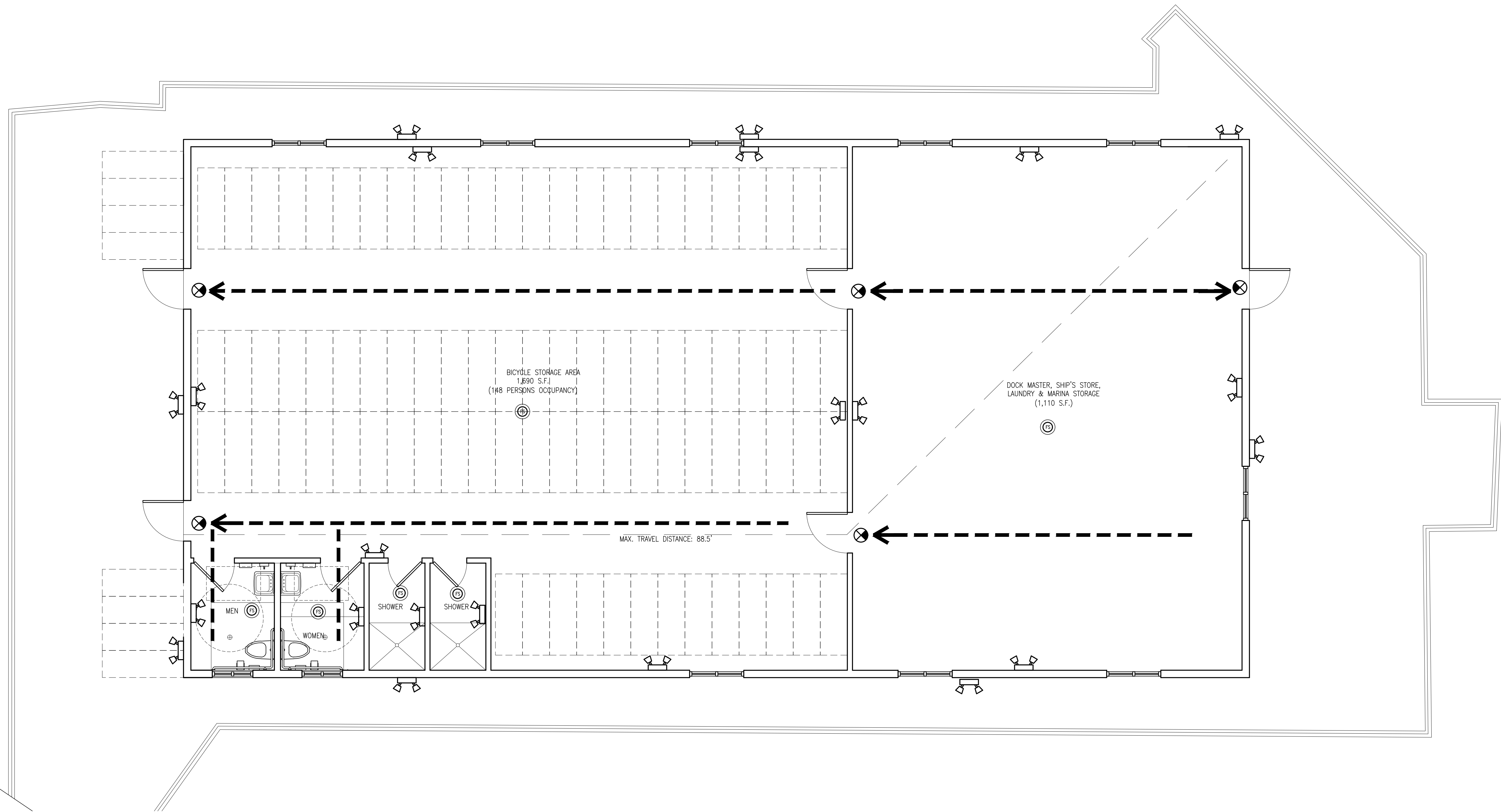
MAX. EGRESS TRAVEL DISTANCE WITHOUT SPRINKLER SYSTEM = 200 F.T.  
PROPOSED MAX. TRAVEL DISTANCE = 88.5 F.T.

Every room or space that is an assembly occupancy shall have the occupant load of the room or space posted in a conspicuous place, near the main exit or exit access doorway from the room or space. Posted signs shall be of an approved legible permanent design and shall be maintained by the owner or authorized agent.

NOTES:  
1. SMOKE DETECTORS THROUGHOUT

**SYMBOL KEY**

-  EMERGENCY LIGHTING - BATTERY PACK W/ CHARGER.
-  EXIT SIGN - ILLUMINATED.
-  FIRE STROBE CEILING MOUNTED.
-  PORTABLE MULTI USE A-C-B FIRE EXTINGUISHER PROVIDE MAINT. SCHED AS REQ. 'D' BY CODE (TYP).
-  PORTABLE MULTI USE A-C-B FIRE EXTINGUISHER PROVIDE MAINT. SCHED AS REQ. 'D' BY CODE (TYP).



**1** THE MARINA CLUBHOUSE - LIFE SAFETY PLAN  
LS2.1 SCALE: 1/4"=1'-0"

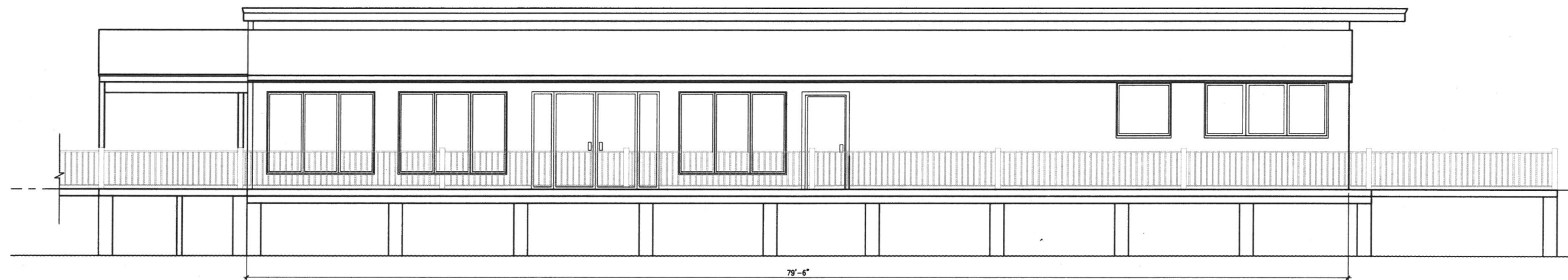
Seal:

Consultants:

Submissions / Revisions:




2 MARINA BUILDING - EXISTING WEST ELEVATION  
 AE3.1 SCALE: 1/4"=1'-0"



1 MARINA BUILDING - EXISTING SOUTH ELEVATION  
 AE3.1 SCALE: 1/4"=1'-0"

**2407-2409 NORTH  
 ROOSEVELT BLVD.**  
 KEY WEST, FL

Drawing Size | Project #  
 24x36 | 18028

Title:  
 MARINA  
 BUILDING  
 EXISTING  
 ELEVATIONS

Sheet Number:

**AE-3.2**



Submissions / Revisions

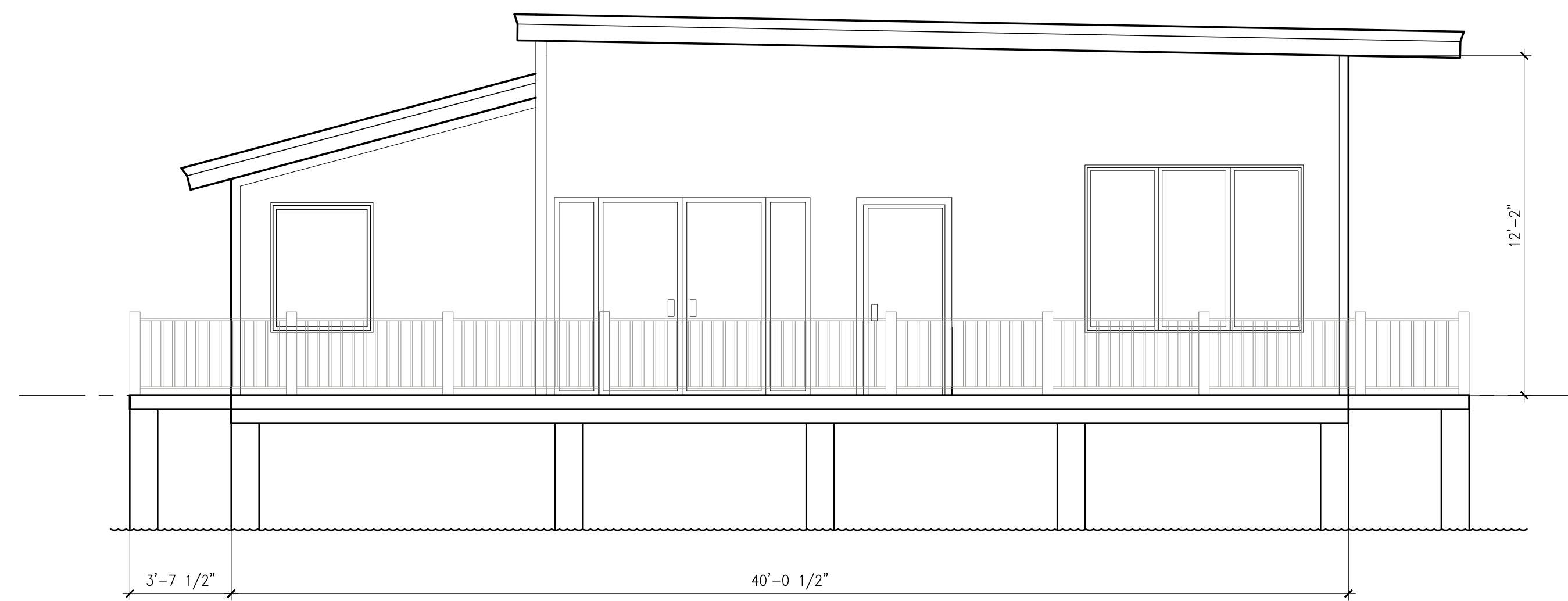
**2407-2409 NORTH  
ROOSEVELT BLVD.**  
KEY WEST, FL

Drawing Size: 24x36 | Project #: 18028

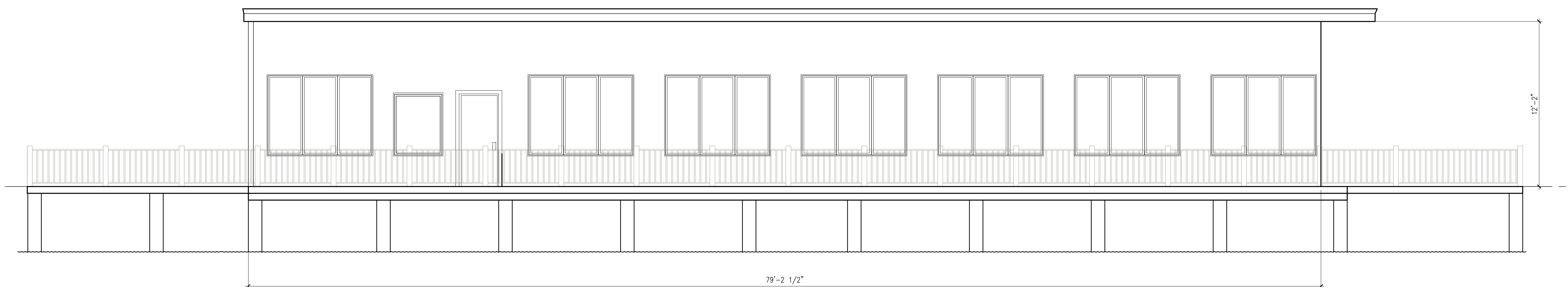
Title:  
**MARINA  
BUILDING  
EXISTING  
ELEVATIONS**

Sheet Number:

**AE-3.1**

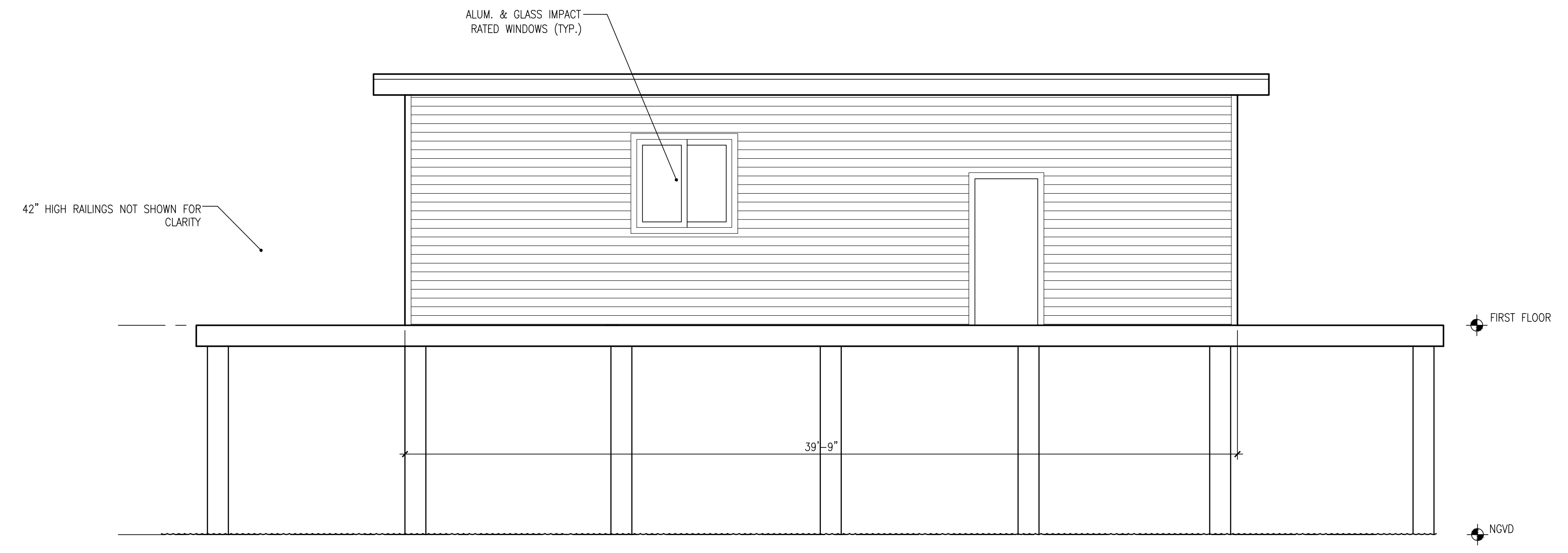


**1**  
MARINA BUILDING - EXISTING EAST ELEVATION  
AE3.1 SCALE: 1/4"=1'-0"

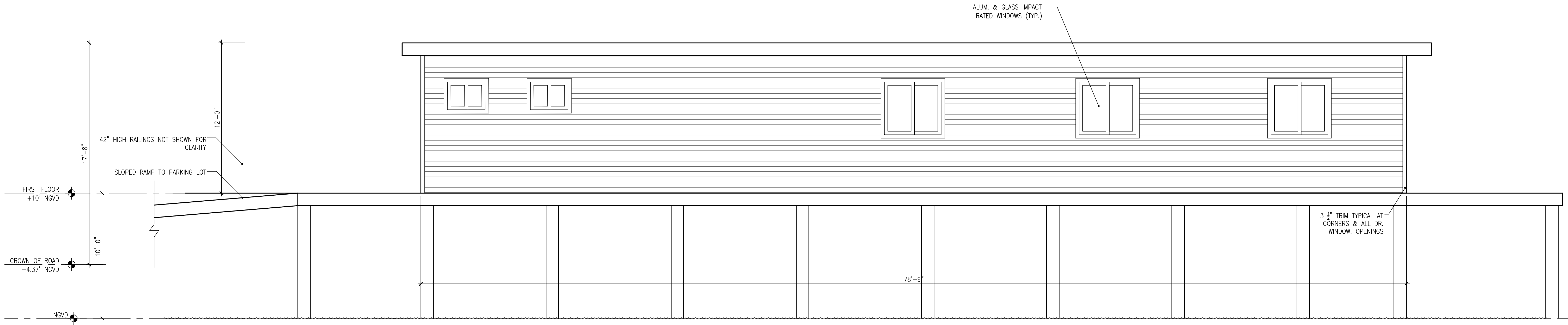


**2**  
MARINA BUILDING - EXISTING NORTH ELEVATION  
AE3.1 SCALE: 1/4"=1'-0"

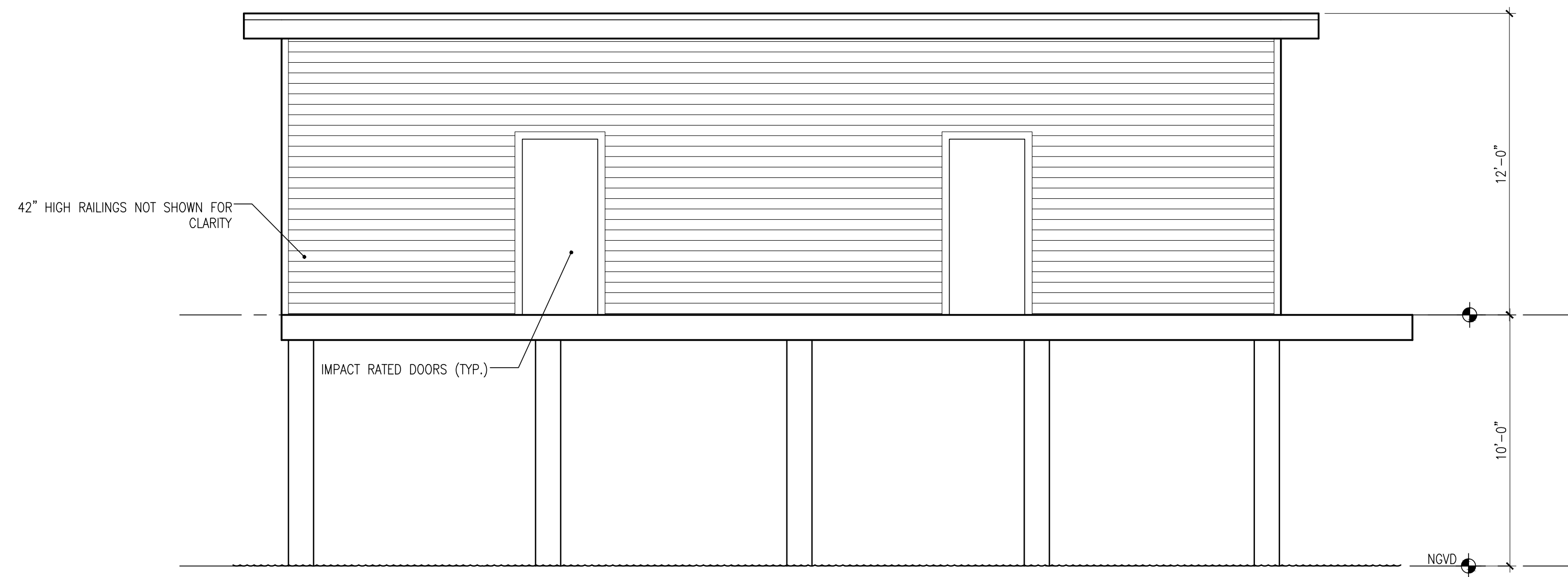
**2407-2409 NORTH  
ROOSEVELT BLVD.**  
KEY WEST, FL



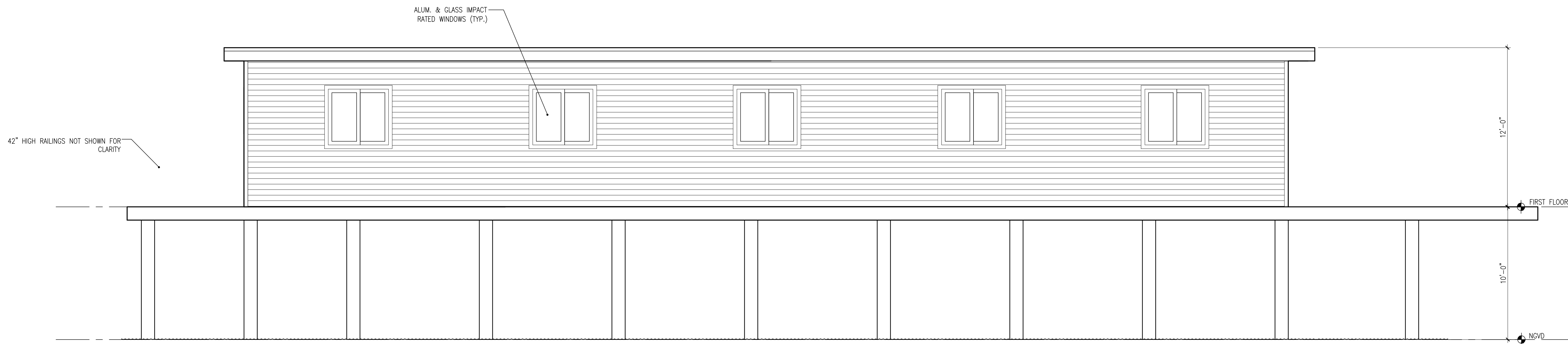
**2**  
A3.1 **MARINA CLUBHOUSE - PROPOSED WEST ELEVATION**  
SCALE: 1/4"=1'-0"



**1**  
A3.1 **MARINA CLUBHOUSE - PROPOSED SOUTH ELEVATION**  
SCALE: 1/4"=1'-0"



2 THE MARINA CLUBHOUSE - PROPOSED EAST ELEVATION  
 A3.2 SCALE: 1/4"=1'-0"



1 THE MARINA CLUBHOUSE - PROPOSED NORTH ELEVATION  
 A3.2 SCALE: 1/4"=1'-0"

Seal:

Consultants:

Submissions / Revisions:

REVISION : 2019.05.07

**2407-2409 NORTH  
 ROOSEVELT BLVD.**  
 KEY WEST, FL

Drawing Size | Project #:  
 24x36 | 18028

Title:  
 THE MARINA  
 CLUBHOUSE:  
 PROPOSED  
 ELEVATIONS

Sheet Number:

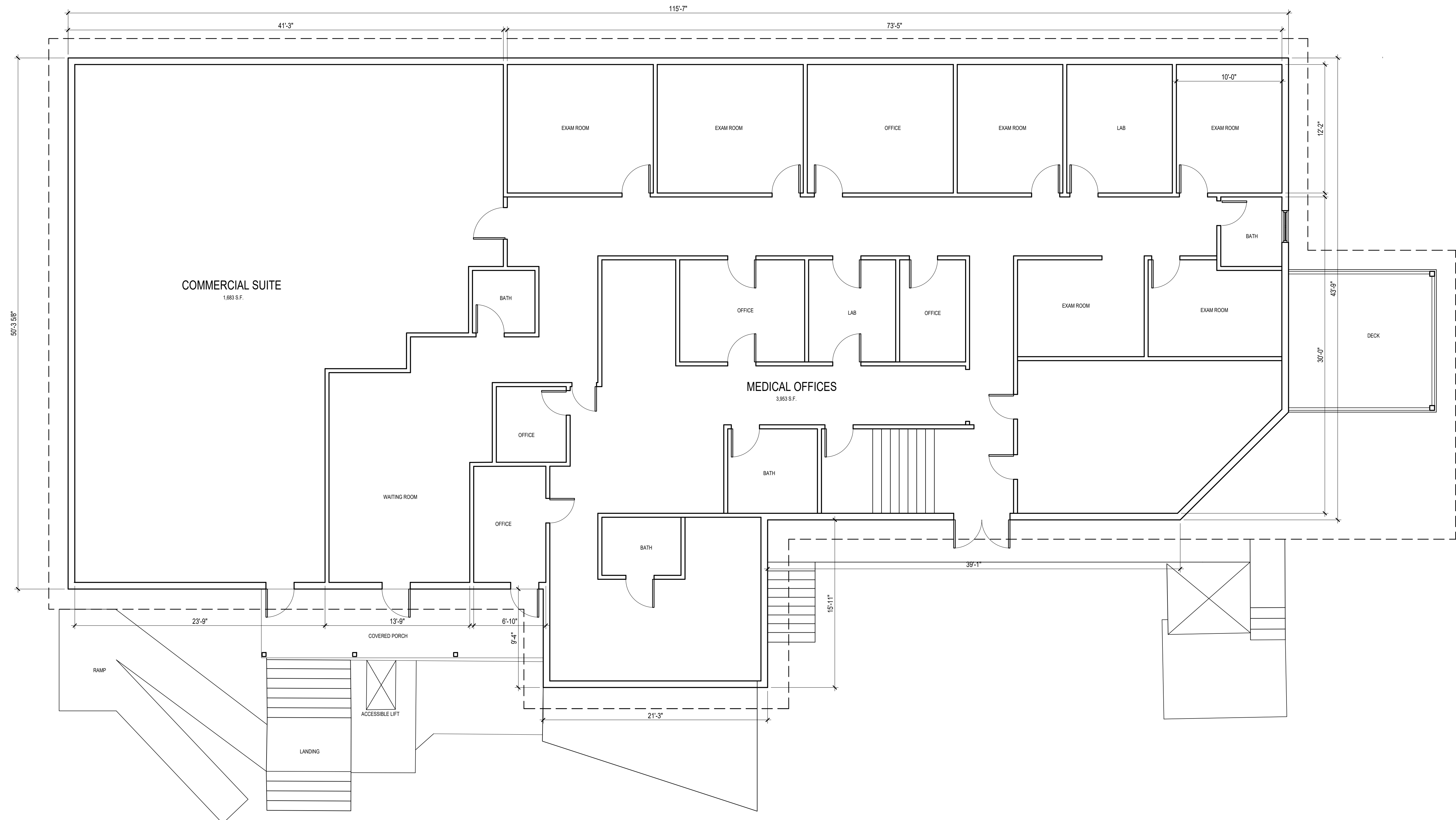
**A-3.2**

Date: - SEPTEMBER 25, 2018

Seal:

Consultants:

Submissions / Revisions:

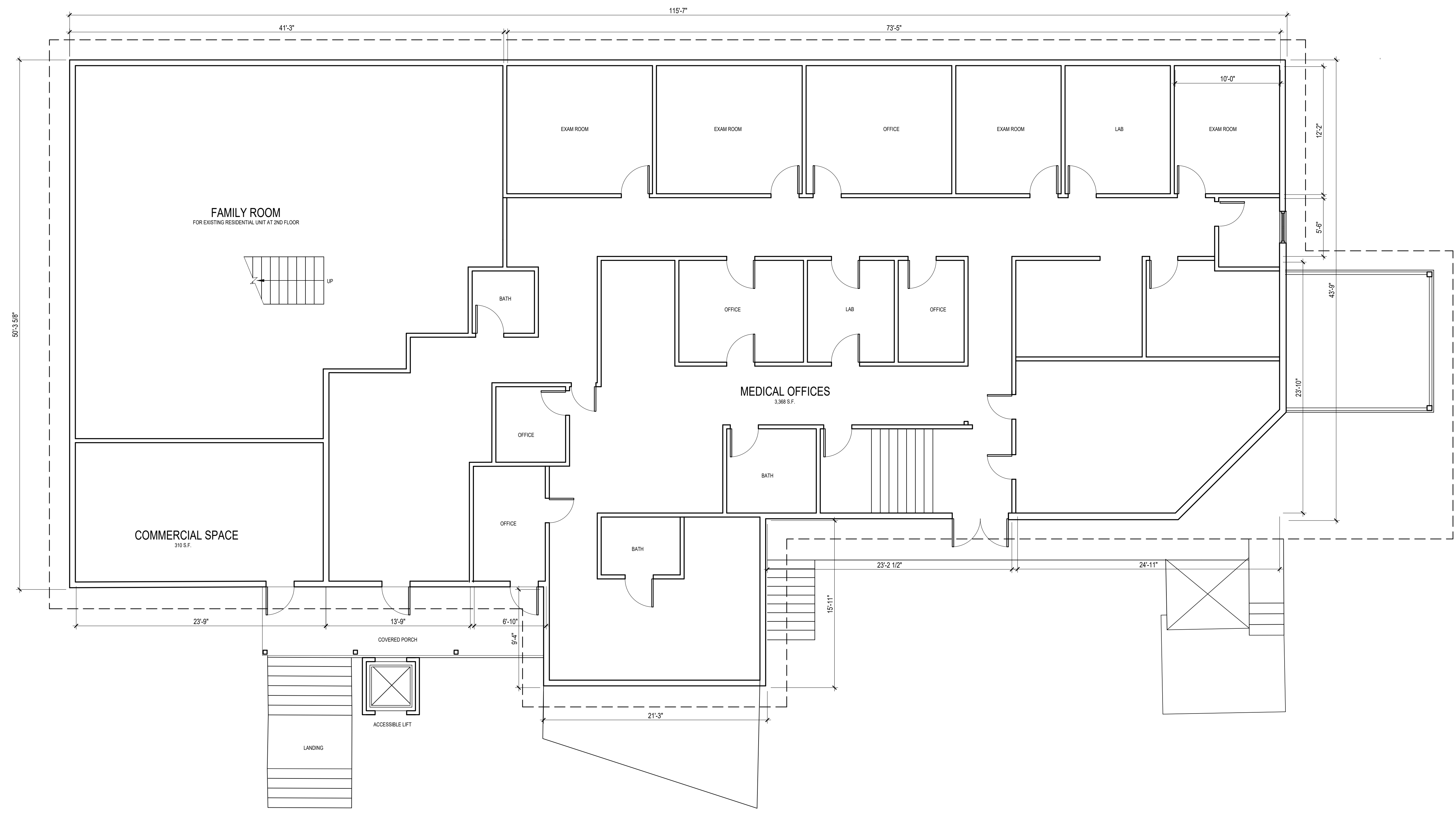
**1** MAIN BUILDING - EXISTING FLOOR PLAN  
AE2.1 SCALE: 3/16"=1'-0"

**2405-2407 NORTH  
ROOSEVELT BLVD.**  
KEY WEST, FL

Drawing Size: 24x36 | Project #: 18028

Title:  
**MAIN BUILDING - EXISTING FLOOR PLAN**

Sheet Number:  
**AE-2.1**



**2407-2409 NORTH  
ROOSEVELT BLVD.**  
KEY WEST, FL

Drawing Size: 24x36 | Project #: 18028

Title:  
**MAIN  
BUILDING -  
PROPOSED  
1ST FLOOR  
PLAN**

Sheet Number:

**A-2.1**

**1** MAIN BUILDING - PROPOSED FIRST FLOOR PLAN  
A2.1 SCALE: 3/16"=1'-0"

# **Authorization Form**

City of Key West  
Planning Department



Authorization Form  
(Individual Owner)

Please complete this form if someone other than the owner is representing the property owner in this matter.

I, Richard C. Walker authorize  
*Please Print Name(s) of Owner(s) (as appears on the deed)*

Owen Trepanier of Trepanier & Associates, Inc.  
*Please Print Name of Representative*

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

*Richard C. Walker*  
*Signature of Owner*

\_\_\_\_\_  
*Signature of Joint/Co-owner if applicable*

Subscribed and sworn to (or affirmed) before me on this 20<sup>th</sup> May 2013 by  
*date*

Owen Trepanier  
*Name of Authorized Representative*

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

*Mary M. Felger*  
*Notary's Signature and Seal*

 **MARY M. FELGER**  
MY COMMISSION # DD 997122  
Name of Notary Mary M. Felger typed, printed or stamped  
EXPIRES: September 29, 2014  
Bonded Thru Budget Notary Services

997122  
*Commission Number, if any*

# Verification Form



City of Key West  
Planning Department



Verification Form

(Where Authorized Representative is an Entity)

I, Owen Trepanier, in my capacity as President  
*(print name)* *(print position; president, managing member)*  
of Trepanier & Associates, Inc.  
*(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:

2407 & 2409 N Roosevelt Blvd

*Street Address of subject property*

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

*Signature of Authorized Representative*

Subscribed and sworn to (or affirmed) before me on this 17 Sept 2018 by  
*date*

Owen Trepanier  
*Name of Authorized Representative*

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

*Notary's Signature and Seal*

Alвина Covington  
*Name of Acknowledger typed, printed or stamped*

FF913801  
*Commission Number, if any*



Alвина Covington  
COMMISSION #FF913801  
EXPIRES: August 27, 2019  
WWW.AARONNOTARY.COM