

Application



Application for Development Plan & Conditional Use

City of Key West, Florida • Planning Department

1300 White Street • Key West, Florida 33040 • 305-809-3764 • www.cityofkeywest-fl.gov

Development Plan & Conditional Use Application Fee schedule

(Fees listed include the \$200.00 advertising/noticing fee and the \$100.00 fire review fee)

Development Plan	
Minor:	
Within Historic District	\$ 3,000.00
Outside Historic District	\$ 2,400.00
Conditional Use	\$ 1,400.00
Extension	\$ 800.00
Major:	\$ 4,000.00
Conditional Use	\$ 1,400.00
Extension	\$ 800.00
Minor Deviation	\$ 800.00
Major Deviation	\$ 1,400.00
Conditional Use (not part of a development plan)	\$ 2,800.00
Extension (not part of a development plan)	\$ 800.00

Applications will not be accepted unless complete

<u>Development Plan</u>	<u>Conditional Use</u>	<u>Historic District</u>
Major <u>X</u>	_____	Yes _____
Minor _____		No _____

Please print or type:

- 1) Site Address: 951 Caroline Street, Key West, FL 33040
- 2) Name of Applicant: Trepanier & Associates, Inc.
- 3) Applicant is:
Property Owner: _____
Authorized Representative: X _____
(attached Authorization and Verification Forms must be completed)
- 4) Address of Applicant: 1421 First Street, Key West, FL 33040
- 5) Applicant's Phone #: 305-293-8983 Email: Owen@owentrepanier.com
- 6) Email Address: Lauren@owentrepanier.com
- 7) Name of Owner, if different than above: Conch Harbor Retail Center LLC
- 8) Address of Owner: 951 Caroline Street, Key West, FL 33040
- 9) Owner Phone #: 305-923-9438 Email: holidayout@hotmail.com



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- 10) Zoning District of Parcel: HRCC2 RE# 00002970-000000
- 11) Is Subject Property located within the Historic District? Yes No
If Yes: Date of approval 08/28/2013
HARC approval # HC-12-01-1180
OR: Date of meeting 08/15/2012
- 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).
Seek a major modification to the major development plan approved pursuant to Res. No. 12-362 to amend the parking agreement entered into between Conch Harbor.
- 13) Has subject Property received any variance(s)? Yes No
If Yes: Date of approval 11/19/12 Resolution # 2012-52
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.
Easement - attached.
- 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.

MEMORANDUM

Date: March 24, 2021
To: Ms. Katie Halloran, City of Key West, City Planner
From: Thomas Francis-Siburg
CC: Mr. Kelly Crowe, P.E., City of Key West, City Engineer
Mr. Mark Finigan, City of Key West, Chief Financial Officer
Mr. Craig Hunt
Ms. Gina Kennedy
Mr. Owen Trepanier
Re: 951 Caroline Street – Conch Harbor Marina
Applicant Response to **"Parking Study Deficiency"** Memo



Executive Summary - This memo is a response to the planning staff's **"Parking Study Deficiency" Memo** received on 11/05/20 (and attached). We request this item be heard at the May 2021 Planning Board Hearing in order to move the issue forward to the City Commission with the goal of terminating the 2013 parking agreement between Conch Harbor and the City of Key West.

951 Caroline Street ("Conch Harbor") was granted major development plan (Res. No. 12-362) and variance approval (Res. No. 2012-52) in 2012 to allow the redevelopment of the front portion of Conch Harbor into a West Marine. The approval required Conch Harbor to enter into a lease agreement with the City to use, up to, 31 spaces in the Grinnell Street Park and Ride. (The actual lease agreement with the City erroneously required Conch Harbor lease 49 spaces as opposed to the 31 required by CC resolution.)

The Resolution provides for a second parking study to be performed after, at least, 3 years of operation to evaluate the actual parking demand of the West Marine. Based on the results of the second parking study, the property owner could then petition to the City to re-affirm the parking variance without the requirement of the parking agreement should the study show on-site parking is sufficient.

In February 2020, KBP Consulting conducted the second parking utilization study for the West Marine store in accordance with a study methodology developed with the assistance and guidance **of the City's two past city planners**. Based upon the data collected and the field observations conducted on the peak days (Friday and Saturday) in peak season (February) it has been concluded **by Conch Harbor's professional** traffic engineer, KBP Consulting, Inc., that the peak parking demand for the West Marine store is seven auto parking spaces. As such, the 13 on-site parking spaces West Marine currently has is more than sufficient to meet parking needs. And, the additional leased **parking spaces in the City's parking garage on Grinnell Street are not necessary.**

On 04/28/20 Trepanier & Associates submitted the results of the study along with a request to reaffirm the variance without the parking agreement. The Planning Department notified the applicant we would need to file a Modification to a Major Development Plan, which was filed on 06/12/20.

The request was postponed by staff from the Planning Board on 10/18/20.

Staff Concerns/Opinion & Applicant Responses/ Resolutions

Staff Concern/Opinion No. 1 – It is evident that the Traf Tech Report and the KBP Report are not the same in scope, analysis, or rigor, and as such the KBP Consulting Report should not be used as an equivalent basis to re-evaluate the terms of the 2012 Parking Agreement.

Applicant Response/Resolution – The two reports are not the same, nor are they intended to be the same.

The 2012 study analyzed the traffic and parking situation of the Conch Harbor Area of the Bight which was under extensive and wide-spread redevelopment activity at the time. The intent of the study was to predict the **impact of West Marine’s parking on the over-all area.**

The 2020 study as developed with the assistance and guidance of the City’s two past city planners to determine the actual parking demand of the West Marine in order to re-evaluate the Parking Agreement of 2013.

Staff Concern/Opinion No. 2 – Limited analysis of **on-site parking spaces in the applicant’s on-site garage** for only one land use (West Marine) is not sufficient to re-evaluate the terms of the 2012 [sic] Parking Agreement.

Applicant Response/ Resolution – The 2012 redevelopment involved only a single change in land use – West Marine. West Marine relocated from 725 Caroline Street to its current location at 951 Caroline Street. The parking agreement was implemented because the City and applicant did not have empirical parking data for the then proposed West Marine nor the developing Conch Harbor area of the Bight. The agreement contemplated the applicant studying the actual impacts after West Marine operated for several years and then contemplated revisiting the agreement to reflect the actual parking impact, based on empirical data.

The applicant worked with the two previous city planners to develop the study methodology. The study was performed during peak days of peak season, 2020 (prior to COVID), and revealed that peak parking demand of West Marine is 7 parking spaces (13 on-site spaces **currently exist**). **The applicant’s professional traffic engineer, Karl Peterson, P.E.** concluded the West Marine contains nearly double the necessary parking required, and that additional parking contemplated in the 2013 Parking Agreement is not necessary.

Staff Concern/Opinion No. 3 – Traffic study/ parking counts should be performed by qualified transportation engineers, as with prior Traf Tech Report.

Applicant Response/ Resolution –The 2012 Traf Tech report and the 2020 KBP report were performed by the same professional traffic engineer, Mr. Karl B. Peterson, P.E.

Staff Concern/Opinion No. 4 – The Traf Tech Report is comprehensive in scope, performing a parking study for ten zones, nine parking zones abutting the Conch Harbor Plaza and the Conch Harbor Plaza itself. These ten surrounding areas including the Ferry Parking Lot,

the Caroline Street Parking Lot, the Key West Bight Parking Lot, on-street parking on Margaret street (from Caroline to Eaton), on-street parking on William Street (from Caroline to Eaton), on-street parking on Caroline Street (from William to Elizabeth), and the Key West Old Town Garage for a total of 579 parking spots monitored. The KBP Consulting Report details one of the zones the Traf Tech Report studied and monitored a total of 13 parking spots; this limited scope is not sufficient.

Applicant Response/ Resolution – As described above, the two reports are not the same, nor are they intended to be the same.

The 2012 study analyzed the traffic and parking situation of the entire Conch Harbor Area of the Bight which was under extensive and wide-spread redevelopment activity at the time. The intent of the study was to predict the impact of the then proposed **West Marine's** parking within the then changing Bight landscape. A decade ago, the Bight was in a period of punctuated evolution.

The 2020 study was developed and performed to determine the parking demand of the now established West Marine based on empirical data. The extensive predictive nature of the 2012 Study was not required to determine the existing actual impacts.

Staff Concern/Opinion No. 5 – The Traf Tech Report details the Peak Season Factor adjustment, a method created by FDOT to help parking studies be more accurate no matter the time of year they are conducted. The Traf Tech Report details the specifics on how the parking engineer came to an 11% increase to adjust the mid-July parking study to reflect the peak season traffic count of the area. The KBP Consulting Report should include Peak Season Factor adjustments. It should also calibrate for modified parking patterns resulting from the Covid 19 pandemic.

Applicant Response/ Resolution – The 2020 Study is not adjusted because it was performed **during West Marine's peak days in their peak season**. Again, this is not a predictive study. This study collected empirical data reflecting the existing situation during peak times and peak season.

Staff Concern/Opinion No. 6 – The abridged KBP Consulting Report monitored only 13 spaces in **the applicant's on-site** garage. Please document the full inventory of the Conch Harbor garage spaces, and above ground spaces, including the overall parking plan for on-site land uses. Correlate parking needs for all Conch Harbor land uses, given on-site parking limitations, with the existing Parking Agreement requirements and document any needed Parking Agreement adjustments.

Applicant Response/ Resolution – **The KBP Study is not "abridged" its intent was to identify the** actual parking demand of West Marine. The West Marine is the only change of land use on the property, subject to the redevelopment. No changes have occurred to the mix of land uses on site since the 2012 approval.

As submitted to the City on 10/06/20, Trepanier & Associates previously provided the identified information regarding the correlated the parking approvals of Conch Harbor and documented **needed adjustments to the 2013 Parking Agreement in the memo "Resolving**

Inconsistencies Regarding Conch Harbor Retail Complex". Said memo is attached hereto.

Staff Concern/Opinion No. 7 – The abridged KBP Consulting Report has not factored in how many people entered and left West Marine and other on-site land uses nor how many employees drive to work.

Applicant Response/ Resolution – The study, as contemplated by the 2013 Agreement, and as developed with the assistance of the two prior city planners, was to analyze the actual parking impacts of automobiles relative to the West Marine redevelopment. It was not supposed to be, nor required to be, a traffic or trip generation study. Trip generation, i.e. people coming and going, is not a necessary component of a parking study. The parking study was solely focused on automobiles and in that respect, the study tracked cars **"coming and going"**.

Staff Concern/Opinion No. 8 – For a modification of a Development Plan, per Sec. 108-91 C. 3. **"Major Modifications. Modifications exceeding those to be treated as administrative or minor will be treated in the same manner as the original approval."** To meet the application requirements detailed in Chapter 108, Article II of the Land Development Regulations, please also submit a site plan showing the current inventory of auto parking, scooter parking, and bicycle parking.

Applicant Response/ Resolution – The 2013 Agreement does not require a Modification of a Development Plan, per Sec. 108-91.C.3. The modification was a requirement created by the Planning Department. Notwithstanding, Bender & Associates Architects has provided an updated parking site plan of Conch Harbor. This parking site plan is attached hereto.

951 Caroline Street – Conch Harbor, November 5, 2020

Parking Study Deficiency

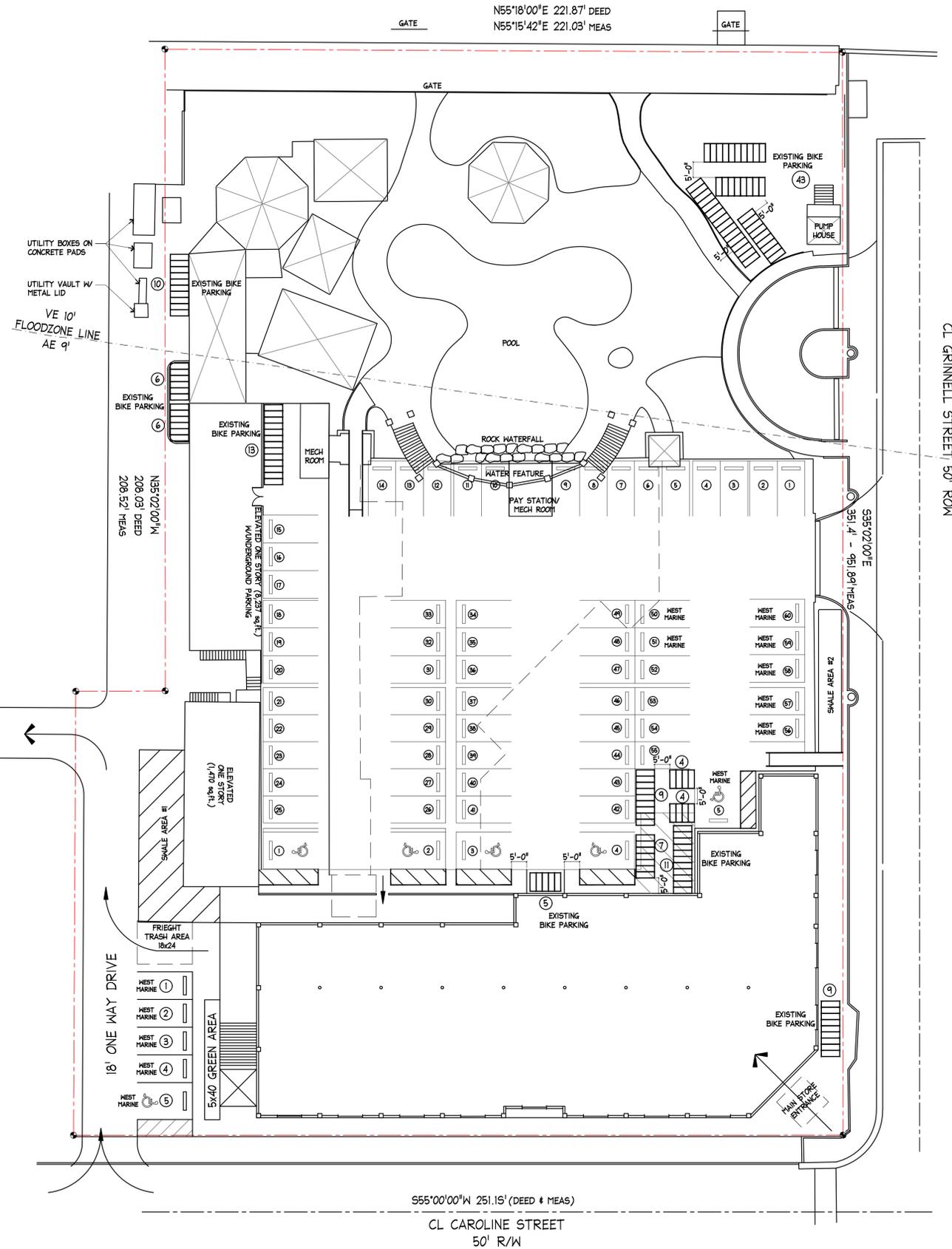
It is evident that the Traf Tech Report and the KBP Report are not the same in scope, analysis, or rigor, and as such the KBP Consulting Report should not be used as an equivalent basis to re-evaluate the terms of the 2012 Parking Agreement.

Limited analysis of on-site parking spaces in the applicant's on-site garage for only one land use (West Marine) is not sufficient to re-evaluate the terms of the 2012 Parking Agreement.

- Traffic study/ parking counts should be performed by qualified transportation engineers, as with prior Traf Tech Report.
- The Traf Tech Report is comprehensive in scope, performing a parking study for ten zones, nine parking zones abutting the Conch Harbor Plaza and the Conch Harbor Plaza itself. These ten surrounding areas including the Ferry Parking Lot, the Caroline Street Parking Lot, the Key West Bight Parking Lot, on-street parking on Margaret street (from Caroline to Eaton), on-street parking on William Street (from Caroline to Eaton), on-street parking on Caroline Street (from William to Elizabeth), and the Key West Old Town Garage for a total of 579 parking spots monitored. The KBP Consulting Report details one of the zones the Traf Tech Report studied and monitored a total of 13 parking spots; this limited scope is not sufficient.
- The Traf Tech Report details the Peak Season Factor adjustment, a method created by FDOT to help parking studies be more accurate no matter the time of year they are conducted. The Traf Tech Report details the specifics on how the parking engineer came to an 11% increase to adjust the mid-July parking study to reflect the peak season traffic count of the area. The KBP Consulting Report should include Peak Season Factor adjustments. It should also calibrate for modified parking patterns resulting from the Covid 19 pandemic.
- The abridged KBP Consulting Report monitored only 13 spaces in the applicant's on-site garage. Please document the full inventory of the Conch Harbor garage spaces, and above ground spaces, including the overall parking plan for on-site land uses. Correlate parking needs for all Conch Harbor land uses, given on-site parking limitations, with the existing Parking Agreement requirements and document any needed Parking Agreement adjustments.
- The abridged KBP Consulting Report has not factored in how many people entered and left West Marine and other on-site land uses nor how many employees drive to work.

For a modification of a Development Plan, per Sec. 108-91 C. 3. *“Major Modifications.* Modifications exceeding those to be treated as administrative or minor will be treated in the same manner as the original approval.” To meet the application requirements detailed in Chapter 108, Article II of the Land Development Regulations, please also submit a site plan showing the current inventory of auto parking, scooter parking, and bicycle parking.

EXISTING PARKING SPACES		TYP BIKE SPACE & SCOOTER SPACE BY CODE
DESCRIPTION	QUANTITY	
AUTO PARKING (STREET)	4 WEST MARINE SPACES 1 WEST MARINE ADA SPACE	
AUTO PARKING (GARAGE)	7 WEST MARINE SPACES 1 WEST MARINE ADA SPACE 53 SPACES 4 ADA SPACES	
BICYCLE PARKING	127 SPACES	



1 EXISTING PARKING GARAGE
EX.1 SCALE: 1/20

CONCH HARBOR PARKING GARAGE
951-955 CAROLINE STREET
KEY WEST, FLORIDA



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

Bender & Associates
ARCHITECTS
p.c.

Project No: 2021
Date: 12/17/2020

EX.1
OF

Thomas Francis-Siburg

From: Owen Trepanier
Sent: Tuesday, October 6, 2020 2:56 PM
To: katie.halloran@cityofkeywest-fl.gov; Melissa Paul-Leto; Donna Phillips
Cc: Craig Hunt; Gina Kennedy; Karl@traftech.biz; Thomas Francis-Siburg; Lauren Mongelli
Subject: RE: 951 Caroline Street
Attachments: 951 Caroline Memo to City - 10.06.2020 - Pkg.pdf

Hi Melissa, Katie, Donna,
Thanks for meeting with us regarding the proposed termination of the parking agreement. As you asked, we prepared an analysis of the past parking-related approvals at 951 Caroline. In the course of the analysis we discovered that Craig and Gina have been over-paying for the parking garage lease. Notwithstanding, we would like to review this with you and your team and move the proposed termination of the agreement forward towards resolution as quickly as possible.
Thank you for your consideration in this matter.
Owen

Trepanier & Associates, Inc.
Land Planners & Development Consultants
305-293-8983

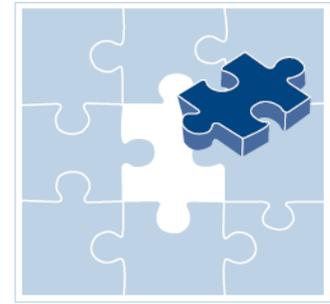
From: Melissa Paul-Leto <mleto@cityofkeywest-fl.gov>
Sent: Tuesday, October 6, 2020 11:46 AM
To: Owen Trepanier <owen@owentrepanier.com>; Thomas Francis-Siburg <thomas@owentrepanier.com>
Cc: Donna Phillips <donna.phillips@cityofkeywest-fl.gov>
Subject: 951 Caroline Street

Good morning gentlemen,
I am emailing you regarding our past meeting for 951 Caroline Street. Staff was expecting to receive the additional documents to review in order to meet with the Financial Director. Today is the cutoff date to receive the additional documents. I know Thomas emailed me last week stating you both wanted to make sure the property owner reviewed the information prior to submitting it to us. Please let us know the status and if you would like to postpone this item.

Sincerely,
Melissa Paul-Leto
Planner
City of Key West Planning Department
mleto@cityofkeywest-fl.gov
www.cityofkeywest-fl.gov
1300 White Street
Key West, Florida
33040

MEMORANDUM

TREPANIER



& ASSOCIATES INC
LAND USE PLANNING
DEVELOPMENT CONSULTANTS

Date: October 6, 2020

To: Ms. Katie Halloran, City Planner, Planning Dept.
Ms. Melissa Paul-Leto, Planner I, Planning Dept.
Ms. Donna Phillips, Administrative Specialist, Planning Dept.

From: Thomas Francis-Siburg

CC: Mr. Craig Hunt & Ms. Gina Kennedy, Conch Harbor
Mr. Karl Peterson, Traffic Engineer, KBP Consulting
Mr. Owen Trepanier

Re: Resolving Inconsistencies Regarding Conch Harbor Retail Complex
951 Caroline Street (RE# 00002970-000000)

Executive Summary:

Conch Harbor Marina is seeking to revisit a 2013 Parking Agreement that requires monthly payment to the City of Key West related to 49 automobile **parking spaces in the City's Grinnell Street parking garage**. At Planning Department request, Trepanier and Associates provides the following accounting of the parking requirements and approvals associated with Conch Harbor Marina over time.

This analysis reveals two important facts:

1. Parking Worksheet – A 2012 Planning Board staff report **contained a “Conch Harbor Parking Worksheet” used to support a denial recommendation of the project’s proposed parking variance**. The Parking Worksheet contained a set of assumptions which, after the granting of the parking variance, became inaccurate. Unfortunately, that same version of the worksheet, now made erroneous, inaccurate and inconsistent as a result of the variance approval, was used as the principal data source for the 2013 Parking Agreement. The result is that the 2013 Parking Agreement has required Conch Harbor to lease 18 spaces in excess of that required by the development approval. These excess spaces have, to date, resulted in an overpayment of \$149,310.64. This would have been resolved had the Parking Worksheet been updated with the granting of the parking variance.
2. West Marine Required Parking – The development of West Marine within the previously developed Conch Harbor Marina complex was determined to require 45 additional parking spaces. The 2013 Parking Agreement contemplates a reduction of excess required parking spaces as determined by a future parking study. The 2020 Parking Study finds that West Marine functionally needs 7 spaces, accounted for by onsite parking. Conch Harbor can reduce its required parking associated with West Marine by 38 excess spaces and reduce its parking lease agreement at the City Garage to the amount of spaces required by Conch Harbor.

Analysis

Parking Worksheet:

The 2013 Parking Agreement¹ contains an **"Exhibit B – Conch Harbor Parking Worksheet"**² (henceforth referred to as the **"Worksheet"**) which appears to have originated as an exhibit in the Planning Board Staff Report³ for meeting date 11/15/12 which recommended denial of parking variance Res. No. 2012-52⁴. The Worksheet appears to have been reused from the staff report to actions and consideration after the approval of the parking variance without any corrections, revisions, or updates. Therefore, pursuant to and following the approvals and findings of Res. No. 2012-52, the Worksheet, as applied to all actions subsequent to Res. No. 2012-52, is erroneous and inconsistent in three notable ways:

1. Res. No. 2012-52 grants a variance to Sec. 108-572, reducing the total parking requirement of Conch Harbor, including the West Marine, to 102 spaces; the Worksheet shows a requirement of 144 spaces.
2. Planning Board staff report and 2013 Parking Agreement stipulate 71 spaces must be located on-site; the Worksheet shows 74.
3. **The Worksheet contains a data column applying an "Auto Equivalency" to the on-site bicycle parking.** The only such equivalency linkage between bicycles and auto parking is relative to the Bicycle Substitution provisions of Sec. 108-574. The staff report and analysis, which recommended denial of the proposed parking variances, relied on arguments rooted in the bicycle substitution provision of code (Sec. 108-574), however the variance application and subsequent approval was not for bicycle substitution, but for the Schedule of Off-Street Parking Requirements – Sec. 108-572.

As mentioned above, however, the Worksheet was never corrected, revised, or updated subsequent to, and reflective of, the actual approval granted pursuant to variance Res. No. 2012-52. Therefore, drawing conclusions **related to the Worksheet's implication** that there is a bicycle substitution auto equivalency relative to specific uses at Conch Harbor to the required bicycle parking when no such equivalency was ever approved, would likely lead one to draw erroneous conclusions.

To summarize, the Worksheet appears to be a carry-over from Planning Board staff report package recommending denial of the parking variance⁵. It appears the Worksheet was never updated subsequent to the granting of the parking variance (Res. No. 2012-52). The uncorrected Worksheet overinflates the total required parking and makes the 2013 Parking Agreement **inconsistent with the City Commission's directive** of Res. 12-362⁶, which was to **"effectuate the provisions contained in Planning Board Resolution No. 2012-52"** (i.e. requiring 102 spaces, not 144 as depicted on the Worksheet; see tables 1 & 2 below depicting a timeline of these development and parking approvals).

¹ Exhibit A - 2013 Parking Agreement

² Exhibit B - **"Exhibit B – Conch Harbor Parking Worksheet"**; see also footnote 1 (Exhibit A - 2013 Parking Agreement)

³ Exhibit C - Planning Staff Report for Res. No. 2012-52

⁴ Exhibit D - Res. No. 2012-52

⁵ See footnote 3 (Exhibit C - Planning Staff Report for Res. No. 2012-52)

⁶ Exhibit E - Res. No. 12-362

West Marine Required Parking:

There have been no changes to the approved mix of uses at Conch Harbor since the approval of Res. No. 99-225⁷ except for the addition of West Marine. Prior to West Marine the development was approved with 110 spaces (66 onsite and 54 at the City parking garage).

The Planning Board staff report for Res. No. 2012-52⁸ determined the West Marine development required 45 spaces, creating a total parking demand of 155 auto spaces. The property was recognized for pre-existing floor area within the Parking Waiver Zone and ultimately staff determined the total Conch Harbor + West Marine requirement to be 144 auto spaces.

Parking Variance Res. No. 2012-52 then reduced the 144 required auto spaces, pursuant to Sec. 108-572, to 102 spaces, resulting in a 42-space reduction. Table 3 below reflects what the Parking Worksheet should have looked like after being corrected/ revised/ updated following Res. No 2012-52 and as directed by City Commission Res. No. 12-362. It depicts a requirement of 102 auto spaces, with 71 spaces onsite and 31 "additional auto spaces" leased in the City Garage. Table 4 calculates that the erroneous Worksheet resulted in the City of Key West requiring Conch Harbor leasing an extra 18 spaces at the City Garage above its required 31 additional spaces.

The 2013 Parking Agreement contemplates that the required parking for Conch Harbor (102 spaces pursuant to Res. No. 2012-52) can be reduced to what is functionally needed. The 2020 Parking Study⁹ finds that West Marine functionally only needs 7 auto spaces at peak time. West Marine only needs 7 spaces, but code requires 45 spaces, Table 5 below calculates this as an excess of 38 spaces. As contemplated by the 2013 Parking Agreement, the 45 spaces required for West Marine can be reduced by the 38 excess spaces to a requirement for the 7 spaces functionally needed. Table 6 calculates that by reducing the 102 spaces required of Conch Harbor by the 38 excess spaces results in a total requirement of 64 spaces. Conch Harbor has 71 onsite parking spaces, fully satisfying the required 64 spaces.

Conclusion

The errors and inconsistencies created as a result of the application of the uncorrected, unrevised and out of date Parking Worksheet to the 2013 Parking Agreement ultimately led to an agreement **that is inconsistent with the City Commission's directive in Res. No. 12-362**. The Worksheet resulted in a far more expansive and expensive lease agreement than contemplated by the approvals granted by the Planning Board and the City Commission.

The 2013 Parking Agreement, pursuant to Res. Nos. 12-362 and 2012-52, should have been for 31 spaces. However, based on the incorrect Worksheet, the Parking Agreement instead required 49 spaces which resulted in an estimated overpayment of \$149,310.64¹⁰ from the effective date

⁷ Exhibit F - Res. No. 99-225

⁸ See footnote 3 (Exhibit C - Planning Staff Report for Res. No. 2012-52)

⁹ Exhibit G - 2020 Parking Study

¹⁰ See Table 7 below

of the agreement to the date of this memo.

The 2020 Parking Study found that West Marine needs 7 spaces, which means the predicted parking demand for the property has an excess of 38 spaces. As contemplated by the 2013 Parking Agreement to reevaluate parking needs, the 102 required parking spaces can be reduced by the 38 excess spaces to a requirement of 64 spaces for Conch Harbor. Conch Harbor has 71 spaces onsite, which fully satisfies the required 64 spaces. The 31 spaces that should have been leased are unneeded.

We conclude that Conch Harbor needs no additional offsite parking and request the 2013 Parking Agreement be terminated.

Data Tables

Table 1 – Prior Approvals

Approval	Purpose	Status
CC Res. 95-324 ¹¹	Preliminary development agreement to rehabilitate and reconstruct a fueling station onsite, non-exclusive easements for public pedestrian and vehicular and non-vehicular access along the east- and water-sides of the property, and includes the site in a Key West Bight comparative redevelopment review.	Complete
CC Res. 98-298 ¹²	Parking agreement between Conch Harbor, Inc., and the City of Key West: to lease 250 parking spaces at the Park and Ride Facility	Amended by Res. No. 99-225
CC Res. 99-225 ¹³	Major development plan to construct retail buildings, restaurant, pool and pool bar, laundry and restroom facility, and a 66-space parking garage, amends parking agreement to lease 54 spaces, and staff Executive Summary ¹⁴ determines a requirement of 110 auto spaces.	Amended by Res. Nos. 2012-52, 12-362, & Parking Agreement 01/24/13
PB Res. 2012-52 ¹⁵	Variance to building coverage, impervious surface ratio, front and street-side setback requirements, and parking requirements. Reduces parking requirement to 102 spaces. Requires City Commission to approve a parking agreement.	In Effect
CC Res. 12-362 ¹⁶	Major modification to a major development plan approved by Res. No. 99-225 to locate a West Marine onsite. Approves the City Manager to execute a parking agreement between Conch Harbor and the City of Key West to effectuate the provisions of PB Res. No. 2012-52 in a form approved by the Planning Director and the City Attorney.	In Effect
Parking Agreement 01/24/13 ¹⁷	City Manager executes amended Parking Agreement between Conch Harbor and the City of Key West. Potentially expires 12/31/2023 ¹⁸ . Found Res. No. 2012-52 stipulated 71 onsite parking. Exhibit B – Conch Harbor Worksheet calculates a need of a lease agreement for 49 parking spaces. Contemplates reevaluation of parking agreement in no less than 3 years.	In Effect

¹¹ Exhibit H – Res. No. 95-324

¹² Exhibit I – Res. No. 98-298

¹³ See footnote 7 (Exhibit F – Res. No. 99-225)

¹⁴ See footnote 7 (Executive Summary included as part of Exhibit F - Res. 99-225)

¹⁵ See footnote 4 (Exhibit D – Res. No. 2012-52)

¹⁶ See footnote 6 (Exhibit E – Res. No. 12-362)

¹⁷ See footnote 1 (Exhibit A – 2013 Parking Agreement)

¹⁸ The 2013 Parking Agreement leases spaces from the spaces the City of Key West leases as Park & Ride Spaces from **the Utility Board of the City of Key West. The City's lease agreement was established by Res. No. 93-533** (Exhibit J) to lease 250 spaces at the Grinnell Street parking garage and is set to expire 12/31/2023.

Table 2. Required Parking by Approval

Approval		On-site Spaces		Required Off-site Spaces	Total Spaces Required
		Auto	Bicycle / Scooter		
1998	Res. No. 98-298	0	--	120	120 spaces
	Parking Agreement	0	--	120	120 spaces
1999	Res. No. 99-225	66	--	54	110 spaces
2012-2013	Res. No. 2012-52	71	123	31	102 spaces
	2013 Parking Agreement	71	123	49	120 spaces

Table 3. Corrected Parking Worksheet

Approval	Total Spaces Required	On-site Spaces		Additional Required Spaces
		Auto	Bicycle/ Scooter	
Conch Harbor (Pre-West Marine)	110	58	--	52
West Marine	45	13	--	32
Parking Waiver Zone Reduction	-11	--	--	-11
Variance 2012-52	-42	--	123	-42
Total	102	71	123	31

Table 4. Leased Parking Spaces in Excess of Requirements

	Auto
Current No. of Leased Spaces	49
Actual Required No. of Leased Spaces (pursuant to Res. Nos. 2012-52 & 12-362)	31
Excess Extra Leased Spaces	18

Table 5. West Marine Parking Demand

	Auto
Predicted Number of Required Spaces (pursuant to the Planning Board and City Commission staff reports)	45
Actual Functional Requirement (Pursuant to 2020 Parking Study by Traf Tech Engineering)	7
Excess Parking Spaces	38

Table 6. Conch Harbor Required Parking

	Auto
Res. No. 2012-52	102
Excess Parking Spaces	38
Total Required Parking	64

Table 7. Parking Agreement Rent¹⁹

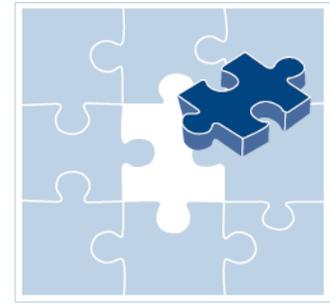
		Per Incorrect Parking Worksheet (49 spaces)				Per Corrected Parking Worksheet (31 spaces)			
9/13 – 9/18 Rates (61 Mos.)	Parking Space Categories	No. of Spaces	Rent per Mo. per Space (\$)	Total Rent per Mo. (\$)	Total Rent per Time Period (\$)	No. of Spaces	Rent per Mo. per Space (\$)	Total Rent per Mo. (\$)	Total Rent per Time Period (\$)
	Reservation Agreement	39	\$44.17	39 x \$44.17 = \$1,722.63	\$1,722.63 x 61 = \$105,080.43	31	\$44.17	31 x \$44.17 = \$1,369.27	\$1,369.27 x 61 = \$83,525.47
	Reservation Sales Tax		\$3.31	39 x \$3.31 = \$129.19	\$129.19 x 61 = \$7,880.59		\$3.31	31 x \$3.31 = \$102.69	\$102.69 x 61 = \$6,264.06
	Park & Ride	10	\$107.25	10 x \$107.25 = \$1,702.50	\$1,702.50 x 61 = \$65,422.50	0	\$107.25	0 x \$107.25 = \$0.00	\$0.00 x 61 = \$0.00
	Total	49			\$178,383.52	31			\$89,789.53
10/18 – Present Rates (currently 24 Mos.)	Parking Space Categories	No. of Spaces	Rent per Mo. per Space (\$)	Total Rent per Mo. (\$)	Total Rent per Time Period (\$)	No. of Spaces	Rent per Mo. per Space (\$)	Total Rent per Mo. (\$)	Total Rent per Time Period (\$)
	Reservation Agreement	39	\$44.17	39 x \$44.17 = \$1,722.63	\$1,722.63 x 24 = \$41,343.12	31	\$44.17	31 x \$44.17 = \$1,369.27	\$1,369.27 x 24 = \$32,862.48
	Reservation Sales Tax		\$3.31	39 x \$3.31 = \$129.19	\$129.19 x 24 = \$3,100.56		\$3.31	31 x \$3.31 = \$102.69	\$102.69 x 24 = \$2,464.55
	Park & Ride	10	\$215.00	10 x \$215.00 = \$2,150.00	\$2,150.00 x 24 = \$51,600.00	0	\$215.00	0 x \$215.00 = \$0.00	\$0.00 x 24 = \$0.00
	Total	49			\$96,043.68	31			\$35,327.03
Overall Total		\$274,427.20				\$125,116.56			
Parking Rent Overpayment		\$274,427.20 - \$125,116.56 =				\$149,310.64			

¹⁹ Exhibit K - Record of Invoices and Monthly Payments. Parking rent rates are based on parking invoices made out to Conch Harbor Retail Center, Inc.

Originally submitted exhibits of 10/06/2020 memo available upon request.

MEMORANDUM

TREPANIER



& ASSOCIATES INC
LAND USE PLANNING
DEVELOPMENT CONSULTANTS

Date: October 6, 2020

To: Ms. Katie Halloran, City Planner, Planning Dept.
Ms. Melissa Paul-Leto, Planner I, Planning Dept.
Ms. Donna Phillips, Administrative Specialist, Planning Dept.

From: Thomas Francis-Siburg

CC: Mr. Craig Hunt & Ms. Gina Kennedy, Conch Harbor
Mr. Karl Peterson, Traffic Engineer, KBP Consulting
Mr. Owen Trepanier

Re: Resolving Inconsistencies Regarding Conch Harbor Retail Complex
951 Caroline Street (RE# 00002970-000000)

Executive Summary:

Conch Harbor Marina is seeking to revisit a 2013 Parking Agreement that requires monthly payment to the City of Key West related to 49 automobile **parking spaces in the City's Grinnell Street parking garage**. At Planning Department request, Trepanier and Associates provides the following accounting of the parking requirements and approvals associated with Conch Harbor Marina over time.

This analysis reveals two important facts:

1. Parking Worksheet – A 2012 Planning Board staff report **contained a “Conch Harbor Parking Worksheet” used to support a denial recommendation of the project’s proposed parking variance**. The Parking Worksheet contained a set of assumptions which, after the granting of the parking variance, became inaccurate. Unfortunately, that same version of the worksheet, now made erroneous, inaccurate and inconsistent as a result of the variance approval, was used as the principal data source for the 2013 Parking Agreement. The result is that the 2013 Parking Agreement has required Conch Harbor to lease 18 spaces in excess of that required by the development approval. These excess spaces have, to date, resulted in an overpayment of \$149,310.64. This would have been resolved had the Parking Worksheet been updated with the granting of the parking variance.
2. West Marine Required Parking – The development of West Marine within the previously developed Conch Harbor Marina complex was determined to require 45 additional parking spaces. The 2013 Parking Agreement contemplates a reduction of excess required parking spaces as determined by a future parking study. The 2020 Parking Study finds that West Marine functionally needs 7 spaces, accounted for by onsite parking. Conch Harbor can reduce its required parking associated with West Marine by 38 excess spaces and reduce its parking lease agreement at the City Garage to the amount of spaces required by Conch Harbor.

Analysis

Parking Worksheet:

The 2013 Parking Agreement¹ contains an **"Exhibit B – Conch Harbor Parking Worksheet"**² (henceforth referred to as the **"Worksheet"**) which appears to have originated as an exhibit in the Planning Board Staff Report³ for meeting date 11/15/12 which recommended denial of parking variance Res. No. 2012-52⁴. The Worksheet appears to have been reused from the staff report to actions and consideration after the approval of the parking variance without any corrections, revisions, or updates. Therefore, pursuant to and following the approvals and findings of Res. No. 2012-52, the Worksheet, as applied to all actions subsequent to Res. No. 2012-52, is erroneous and inconsistent in three notable ways:

1. Res. No. 2012-52 grants a variance to Sec. 108-572, reducing the total parking requirement of Conch Harbor, including the West Marine, to 102 spaces; the Worksheet shows a requirement of 144 spaces.
2. Planning Board staff report and 2013 Parking Agreement stipulate 71 spaces must be located on-site; the Worksheet shows 74.
3. **The Worksheet contains a data column applying an "Auto Equivalency" to the on-site bicycle parking.** The only such equivalency linkage between bicycles and auto parking is relative to the Bicycle Substitution provisions of Sec. 108-574. The staff report and analysis, which recommended denial of the proposed parking variances, relied on arguments rooted in the bicycle substitution provision of code (Sec. 108-574), however the variance application and subsequent approval was not for bicycle substitution, but for the Schedule of Off-Street Parking Requirements – Sec. 108-572.

As mentioned above, however, the Worksheet was never corrected, revised, or updated subsequent to, and reflective of, the actual approval granted pursuant to variance Res. No. 2012-52. Therefore, drawing conclusions **related to the Worksheet's implication** that there is a bicycle substitution auto equivalency relative to specific uses at Conch Harbor to the required bicycle parking when no such equivalency was ever approved, would likely lead one to draw erroneous conclusions.

To summarize, the Worksheet appears to be a carry-over from Planning Board staff report package recommending denial of the parking variance⁵. It appears the Worksheet was never updated subsequent to the granting of the parking variance (Res. No. 2012-52). The uncorrected Worksheet overinflates the total required parking and makes the 2013 Parking Agreement **inconsistent with the City Commission's directive** of Res. 12-362⁶, which was to **"effectuate the provisions contained in Planning Board Resolution No. 2012-52"** (i.e. requiring 102 spaces, not 144 as depicted on the Worksheet; see tables 1 & 2 below depicting a timeline of these development and parking approvals).

¹ Exhibit A - 2013 Parking Agreement

² Exhibit B - **"Exhibit B – Conch Harbor Parking Worksheet"**; see also footnote 1 (Exhibit A - 2013 Parking Agreement)

³ Exhibit C - Planning Staff Report for Res. No. 2012-52

⁴ Exhibit D - Res. No. 2012-52

⁵ See footnote 3 (Exhibit C - Planning Staff Report for Res. No. 2012-52)

⁶ Exhibit E - Res. No. 12-362

West Marine Required Parking:

There have been no changes to the approved mix of uses at Conch Harbor since the approval of Res. No. 99-225⁷ except for the addition of West Marine. Prior to West Marine the development was approved with 110 spaces (66 onsite and 54 at the City parking garage).

The Planning Board staff report for Res. No. 2012-52⁸ determined the West Marine development required 45 spaces, creating a total parking demand of 155 auto spaces. The property was recognized for pre-existing floor area within the Parking Waiver Zone and ultimately staff determined the total Conch Harbor + West Marine requirement to be 144 auto spaces.

Parking Variance Res. No. 2012-52 then reduced the 144 required auto spaces, pursuant to Sec. 108-572, to 102 spaces, resulting in a 42-space reduction. Table 3 below reflects what the Parking Worksheet should have looked like after being corrected/ revised/ updated following Res. No 2012-52 and as directed by City Commission Res. No. 12-362. It depicts a requirement of 102 auto spaces, with 71 spaces onsite and 31 "additional auto spaces" leased in the City Garage. Table 4 calculates that the erroneous Worksheet resulted in the City of Key West requiring Conch Harbor leasing an extra 18 spaces at the City Garage above its required 31 additional spaces.

The 2013 Parking Agreement contemplates that the required parking for Conch Harbor (102 spaces pursuant to Res. No. 2012-52) can be reduced to what is functionally needed. The 2020 Parking Study⁹ finds that West Marine functionally only needs 7 auto spaces at peak time. West Marine only needs 7 spaces, but code requires 45 spaces, Table 5 below calculates this as an excess of 38 spaces. As contemplated by the 2013 Parking Agreement, the 45 spaces required for West Marine can be reduced by the 38 excess spaces to a requirement for the 7 spaces functionally needed. Table 6 calculates that by reducing the 102 spaces required of Conch Harbor by the 38 excess spaces results in a total requirement of 64 spaces. Conch Harbor has 71 onsite parking spaces, fully satisfying the required 64 spaces.

Conclusion

The errors and inconsistencies created as a result of the application of the uncorrected, unrevised and out of date Parking Worksheet to the 2013 Parking Agreement ultimately led to an agreement **that is inconsistent with the City Commission's directive in Res. No. 12-362**. The Worksheet resulted in a far more expansive and expensive lease agreement than contemplated by the approvals granted by the Planning Board and the City Commission.

The 2013 Parking Agreement, pursuant to Res. Nos. 12-362 and 2012-52, should have been for 31 spaces. However, based on the incorrect Worksheet, the Parking Agreement instead required 49 spaces which resulted in an estimated overpayment of \$149,310.64¹⁰ from the effective date

⁷ Exhibit F - Res. No. 99-225

⁸ See footnote 3 (Exhibit C - Planning Staff Report for Res. No. 2012-52)

⁹ Exhibit G - 2020 Parking Study

¹⁰ See Table 7 below

of the agreement to the date of this memo.

The 2020 Parking Study found that West Marine needs 7 spaces, which means the predicted parking demand for the property has an excess of 38 spaces. As contemplated by the 2013 Parking Agreement to reevaluate parking needs, the 102 required parking spaces can be reduced by the 38 excess spaces to a requirement of 64 spaces for Conch Harbor. Conch Harbor has 71 spaces onsite, which fully satisfies the required 64 spaces. The 31 spaces that should have been leased are unneeded.

We conclude that Conch Harbor needs no additional offsite parking and request the 2013 Parking Agreement be terminated.

Data Tables

Table 1 – Prior Approvals

Approval	Purpose	Status
CC Res. 95-324 ¹¹	Preliminary development agreement to rehabilitate and reconstruct a fueling station onsite, non-exclusive easements for public pedestrian and vehicular and non-vehicular access along the east- and water-sides of the property, and includes the site in a Key West Bight comparative redevelopment review.	Complete
CC Res. 98-298 ¹²	Parking agreement between Conch Harbor, Inc., and the City of Key West: to lease 250 parking spaces at the Park and Ride Facility	Amended by Res. No. 99-225
CC Res. 99-225 ¹³	Major development plan to construct retail buildings, restaurant, pool and pool bar, laundry and restroom facility, and a 66-space parking garage, amends parking agreement to lease 54 spaces, and staff Executive Summary ¹⁴ determines a requirement of 110 auto spaces.	Amended by Res. Nos. 2012-52, 12-362, & Parking Agreement 01/24/13
PB Res. 2012-52 ¹⁵	Variance to building coverage, impervious surface ratio, front and street-side setback requirements, and parking requirements. Reduces parking requirement to 102 spaces. Requires City Commission to approve a parking agreement.	In Effect
CC Res. 12-362 ¹⁶	Major modification to a major development plan approved by Res. No. 99-225 to locate a West Marine onsite. Approves the City Manager to execute a parking agreement between Conch Harbor and the City of Key West to effectuate the provisions of PB Res. No. 2012-52 in a form approved by the Planning Director and the City Attorney.	In Effect
Parking Agreement 01/24/13 ¹⁷	City Manager executes amended Parking Agreement between Conch Harbor and the City of Key West. Potentially expires 12/31/2023 ¹⁸ . Found Res. No. 2012-52 stipulated 71 onsite parking. Exhibit B – Conch Harbor Worksheet calculates a need of a lease agreement for 49 parking spaces. Contemplates reevaluation of parking agreement in no less than 3 years.	In Effect

¹¹ Exhibit H – Res. No. 95-324

¹² Exhibit I – Res. No. 98-298

¹³ See footnote 7 (Exhibit F – Res. No. 99-225)

¹⁴ See footnote 7 (Executive Summary included as part of Exhibit F - Res. 99-225)

¹⁵ See footnote 4 (Exhibit D – Res. No. 2012-52)

¹⁶ See footnote 6 (Exhibit E – Res. No. 12-362)

¹⁷ See footnote 1 (Exhibit A – 2013 Parking Agreement)

¹⁸ The 2013 Parking Agreement leases spaces from the spaces the City of Key West leases as Park & Ride Spaces from **the Utility Board of the City of Key West. The City's lease agreement was established by Res. No. 93-533** (Exhibit J) to lease 250 spaces at the Grinnell Street parking garage and is set to expire 12/31/2023.

Table 2. Required Parking by Approval

Approval		On-site Spaces		Required Off-site Spaces	Total Spaces Required
		Auto	Bicycle / Scooter		
1998	Res. No. 98-298	0	--	120	120 spaces
	Parking Agreement	0	--	120	120 spaces
1999	Res. No. 99-225	66	--	54	110 spaces
2012-2013	Res. No. 2012-52	71	123	31	102 spaces
	2013 Parking Agreement	71	123	49	120 spaces

Table 3. Corrected Parking Worksheet

Approval	Total Spaces Required	On-site Spaces		Additional Required Spaces
		Auto	Bicycle/ Scooter	
Conch Harbor (Pre-West Marine)	110	58	--	52
West Marine	45	13	--	32
Parking Waiver Zone Reduction	-11	--	--	-11
Variance 2012-52	-42	--	123	-42
Total	102	71	123	31

Table 4. Leased Parking Spaces in Excess of Requirements

	Auto
Current No. of Leased Spaces	49
Actual Required No. of Leased Spaces (pursuant to Res. Nos. 2012-52 & 12-362)	31
Excess Extra Leased Spaces	18

Table 5. West Marine Parking Demand

	Auto
Predicted Number of Required Spaces (pursuant to the Planning Board and City Commission staff reports)	45
Actual Functional Requirement (Pursuant to 2020 Parking Study by Traf Tech Engineering)	7
Excess Parking Spaces	38

Table 6. Conch Harbor Required Parking

	Auto
Res. No. 2012-52	102
Excess Parking Spaces	38
Total Required Parking	64

Table 7. Parking Agreement Rent¹⁹

		Per Incorrect Parking Worksheet (49 spaces)				Per Corrected Parking Worksheet (31 spaces)			
9/13 – 9/18 Rates (61 Mos.)	Parking Space Categories	No. of Spaces	Rent per Mo. per Space (\$)	Total Rent per Mo. (\$)	Total Rent per Time Period (\$)	No. of Spaces	Rent per Mo. per Space (\$)	Total Rent per Mo. (\$)	Total Rent per Time Period (\$)
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¹⁹ Exhibit K - Record of Invoices and Monthly Payments. Parking rent rates are based on parking invoices made out to Conch Harbor Retail Center, Inc.

Exhibit A (10/20)

PARKING AGREEMENT

THIS AGREEMENT, is entered into this 24th day of January, 2013, between the City of Key West, Florida, a municipal corporation organized and existing under the laws of the State of Florida, (hereinafter "City") and Conch Harbor Retail Center, LLC, (hereinafter "CH"),

WITNESSETH

Whereas, CH is the owner of the commercial property located at 951 Caroline St., Key West Monroe County, Florida (hereinafter the "Property"); and

Whereas, City and the Utility Board of the City of Key West, Florida, currently have in place a Lease Agreement for the property commonly referred to as the Park and Ride Facility located across Caroline Street from the Property (the "Park and Ride Property"), which Lease Agreement expires on December 31, 2023; and

Whereas, City and CH currently have in place an approved parking agreement dated August 11, 1998 for the Property that provides for use of space at the Park and Ride Facility; and

Whereas, City and CH desire to replace the prior parking agreement with this agreement in order to provide for an updated agreement that reflects the documented history of the Property's unique parking impacts, the data and analysis collected as part of the comprehensive parking study performed by Traf Tech Engineering Inc. and dated September 2012, current code requirements and the proposed redevelopment at the Property; and

Whereas, the City of Key West Land Development Regulations Article V, Division 3 – Variances Section 90-391 provides for variances to the Land Development Regulations when a literal enforcement of the land development regulations would result in unnecessary hardship; and

Whereas, on November 15, 2012, the Key West Planning Board passed Resolution No. 2012-52, approving a variance to the Land Development Regulations reducing the required onsite parking to 71 spaces after finding that the literal enforcement of the land development regulations would have resulted in unnecessary hardship; and

Whereas, the City of Key West Land Development Regulations Article V, Division 3 – Variances Section 90-395(b) provides for the prescribing of appropriate conditions and safeguards pertaining to variances; and

Whereas, the Key West Planning Board's approval of the variance to the Land Development Regulations contained in Resolution 2012-52 was specifically conditioned upon CH entering into a parking agreement with the City of Key West; and

Whereas, on December 4, 2012, the City Commission of the City of Key West passed Resolution No. 12-362, approving a Major Modification to the Major Development Plan and Conditional Use Approval previously approved by Resolution 99-225 pertaining to the Property; and

Whereas, the City Commission's approval of Resolution No. 12-362 was specifically conditioned upon CH entering into a Parking Agreement to effectuate the provisions contained in Resolution No. 2012-52 of the Key West Planning Board.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein and the mutual benefits accruing to both parties from the redevelopment of the Property and the terms and conditions contained herein, City and CH hereby agree as follows:

1. Parking Location

City agrees that CH may reserve parking spaces at the Park and Ride Facility, which is located across Caroline Street and within 500 feet of the Property, as necessary and subject to the terms and conditions of this agreement.

2. Agreement Term/New Agreement

This Agreement shall be for a term of 10 years beginning on the date the proposed redevelopment of the Property receives a Certificate of Occupancy. Subject to the City's ability to extend the expiration date of its Lease Agreement with the Utility Board of the City of Key West, Florida, beyond December 31, 2023, this Agreement will renew automatically for successive one year periods after the initial ten year term unless either party has cancelled the agreement pursuant to the terms hereof. Either party may cancel for any reason or no reason by giving the other party 180 days written notice of cancellation. In the event this Agreement is cancelled, CH shall immediately take all actions necessary to comply with those parking regulations contained the City's Land Development Regulations at the time this Agreement was entered into. Further, in the event this Agreement is renewed as provided for herein above and the City does not extend its Lease Agreement with the Utility Board of the City of Key West, Florida, this Agreement shall terminate on December 31, 2023, and be of no further force or effect. In this event, CH shall immediately take whatever actions are necessary to comply with those parking regulations contained in the City's Land Development Regulations at the time this Agreement was entered into.

This Agreement shall replace the prior agreement referenced above and shall be in full substitution therefore.

3. Parking Requirements

Attached hereto as Exhibit A is a parking study completed based on an analysis of the existing development and the proposed redevelopment and the parking required for said redevelopment and the parking required for the existing development.

A second parking study shall be performed after the redevelopment is in operation (not less than 3 years or as the City deems appropriate) to evaluate the parking impacts of the redevelopment. The second study may serve as the basis to re-evaluate the terms of this parking agreement

In addition, notwithstanding any provision of this agreement to the contrary, at any time, including the event in which the City does not extend its lease Agreement with the Utility Board of the City of Key West, Florida, Conch Harbor may petition the Planning Board or the City Commission, as appropriate, for reaffirmation of the parking variance without the requirement of this parking agreement should the parking study or other data indicate that the actual parking provided onsite is sufficient for the impacts created by the permitted uses on the property.

4. Compensation

The number of parking spaces required in the Park and Ride Facility based upon the City Code and accounting for what is provided on site are as set forth on Exhibit B attached hereto. The rates indicated shall increase at the rate of 3% per year. This will be calculated by adding 3% of the existing rate as it is charged at the end of any given calendar year to said existing rate. Payments will be made to City by CH on a monthly basis due on the first day of each calendar month for the term of this agreement, in advance.

Any monthly payment not received by the tenth of the month shall bear simple interest at 10% per annum from such tenth day until the payment is paid. In addition, all payments received after the 10th day of the month shall incur a \$50.00 administrative fee to cover the costs of collecting and processing late payments.

There are two categories of parking spaces contemplated under this Agreement. There are spaces that are reserved which are identified on Exhibit B as "Reservation Agreement" spaces, and there are allocated spaces which are allocated to CH and identified as "Park & Ride monthly". The spaces reserved are paid for at a lower rate because it is contemplated that City will charge for the actual use of the space when it is used and the City may allow anyone, even non CH customers, to use the space. The spaces that are allocated are paid for by CH at the City's actual monthly fee for parking in the Park & Ride facility. The allocated spaces are not identified; a placard shall be issued to the users of these spaces who will use such placards when seeking any available space within the parking facility.

5. Number of Spaces

At any time during the term of this agreement, CH may provide for its parking as required by Code in any manner it sees fit, provided it meets the requirements of City's Code of Ordinances and Land Development Regulations in effect at the time the redevelopment is approved. The number of spaces to be paid for by CH may be reduced during the term of this agreement if CH notifies City that it has provided for its required parking by alternate means.

In the event that the proposed redevelopment does not occur for any reason, the number of spaces shall be that number that CH needs to satisfy its parking requirement over and above what was needed for the existing development as of October 7, 2012, reduced by the number it has on site, without the proposed redevelopment.

6. Transferability

The City, at its discretion, may transfer the reserved spaces to any other City-owned, or -operated, parking lot within 500 feet of 951 Caroline Street.

7. Covenants of Conch Harbor : Use of Facilities

Conch Harbor covenants and agrees:

- (a) To pay all ad valorem tax, sales tax, federal income tax or any other tax which may become due and payable for the spaces which are the subject of this Agreement, during the agreement term.
- (b) To promote use of the municipal parking generally within the promotion of Conch Harbor's business.
- (c) Conch Harbor agrees to provide all required handicapped parking spaces on-site regardless of whether the remaining parking spaces may be provided off-site pursuant to this Agreement.

8. Covenants of City

City hereby covenants and agrees:

- (a) To accept as Conch Harbor's required parking the designation of municipal parking spaces as contemplated by this agreement.
- (b) That pursuant to its Lease Agreement with the Utility Board of the City of Key West, Florida, for the Park and Ride Facility, and to the federal transportation grant that in part underwrote the construction of the Park and Ride Facility, the City may enter into this Agreement.
- (c) Subject to the provisions contained herein above, to provide not less than 180-days notice to Conch Harbor to terminate this Agreement.

9. Default: Termination

The prompt payment for the designation of municipal parking upon the terms named, and the faithful observance of the City's rules, regulations and directives are the conditions upon which this Agreement is made and accepted and any failure on the part of Conch Harbor to comply with the terms of this Agreement or any of the rules and regulations or directives now in existence or which may hereafter be made may, at the option of the City, result in a termination of this Agreement. It is further covenanted and agreed between the parties that in case of default by Conch Harbor in the payment of any required sum herein provided for upon the day the same becomes due or payable or in the failure to perform any of the covenants of this lease, and such default shall continue for thirty (30) days after notice is given in writing by City, City may, at its option, declare the Agreement terminated and immediately require Conch Harbor to otherwise comply with those parking regulations contained in the City's Land Development Regulations at the time this Agreement was entered into .

10. Waiver of Breach Not Continuing Waver.

It is mutually covenanted and agreed between the parties that no waiver of a breach of any of the covenants of this Agreement shall be construed to be a waiver of any succeeding breach of the same covenant.

11. Binding Upon Successors, Etc.

This agreement and all its terms and conditions shall apply to and be binding upon and inure to the benefit of the heirs, executors, successors, and administrators of the parties where the context so requires or admits. With the exception of the successors in interest to CH's ownership of the Property, this Agreement shall not be assigned by CH.

12. Notice.

All notices, demands, or other writings in this agreement provided to be given or made or sent, or which may be given or made or sent, by either party to this Agreement to the other, shall be deemed to have been fully given or made or sent when made in writing and received by hand delivery or Certified Mail with sufficient postage prepaid thereon to carry it to this addressed destination and addressed as follows:

TO City: City Manager
 3140 Flagler Avenue
 Key West, FL 33040

With copy to: City Attorney
 3140 Flagler Avenue
 Key West, FL 33040

TO Conch Harbor: Conch Harbor Retail Center, LLC
951 Caroline Street
Key West, FL 33040

The address to which any notice, demand, or other writing may be given or made or sent to any party mentioned above may be changed by written notice given by the party mentioned above.

13. **Bankruptcy – Insolvency.**

If at any time after the date of this Agreement (whether prior to the commencement date of or during the Agreement term): (a) an involuntary proceeding in bankruptcy, insolvency or reorganization is instituted against Conch Harbor pursuant to any federal or state law now or hereafter enacted or any receiver or trustee is appointed for all or any portion of Conch Harbor's business or property or any execution or attachment is issued against Conch Harbor or Conch Harbor's business or property or against the leasehold created hereby and of such proceedings, process or appointment is not discharged and/or dismissed within sixty (60) days from the date of such filing, appointment or issuance, or (b) Conch Harbor files a voluntary petition in bankruptcy or petitions for (or enters into) an arrangement for reorganization, composition or any other arrangements with Conch Harbor's creditors under any federal or state law now or hereafter enacted or this Agreement or the estate of Conch Harbor shall herein pass to or devolve upon, by operation of law or otherwise, anyone other than Conch Harbor (except as herein provided), the occurrence of any one of such contingencies shall be deemed to constitute and shall be deemed a repudiation by Conch Harbor of its obligations hereunder and shall cause this Agreement, ipso factor, to be cancelled and terminated, but without thereby releasing Conch Harbor of its obligations hereunder. Upon termination of this Agreement as set forth in subsections (a) and (b) above, City shall have the right to retain as partial damages and not as penalty, monies paid hereunder and City shall also be entitled to exercise such rights and remedies to recover from Conch Harbor, as damages, such amounts as are specified herein, unless any statute or rule of governing the proceedings which such damages are to be proved shall lawfully limit the amount of such claims capable of being so proved, in which case City shall be entitled to recover, as and for liquidated damages, the maximum amount which may be allowed under any such statute or rule of law. Furthermore, upon termination of this Agreement, as provided herein, Conch Harbor or its successor in interest shall immediately comply with those parking regulations contained in the City's Land Development Regulations at that time, unless the City at its sole option shall extend this Agreement to such successor. Finally, upon the occurrence of termination set forth in subsections (a) and (b), City shall have an administrative claim for any and all amounts due under this Agreement.

14. Captions.

Headings labeling any provisions herein are for convenience only, and shall not in any way be construed as affecting, limiting, expanding, or stating the contents, meaning, or intent of the Agreement.

15. Severability.

If any provision of this Agreement shall be held by a court of competent jurisdiction to be invalid or unenforceable, the remaining provision shall not be impaired thereby, but such remaining provision shall be interpreted and enforced so to achieve, as near as may be, the purpose of this Agreement to the extent permitted by law.

16. Governing Law.

It is agreed that this Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Florida.

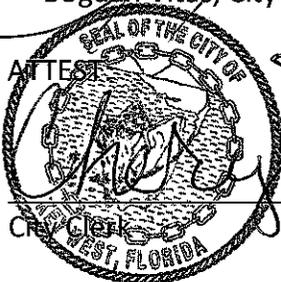
17. Entire Agreement.

This lease sets forth all the covenants, promises, agreements, and understandings between City and Conch Harbor concerning the parking facilities agreement/designation. No subsequent alteration, amendment, change, or addition to this Agreement shall be binding upon City or Conch Harbor unless reduced to writing and duly executed by both parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

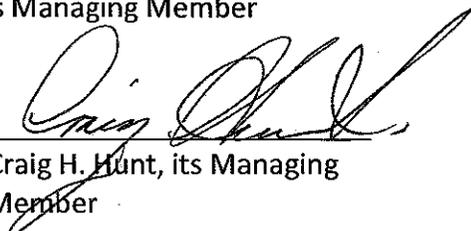
CITY OF KEY WEST, FLORIDA

BY: 
Bogdan Vitas, City Manager



CONCH HARBOR RETAIL CENTER, LLC

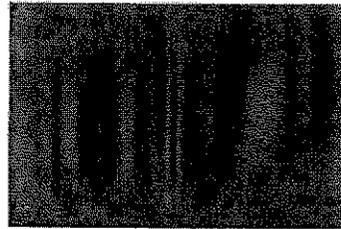
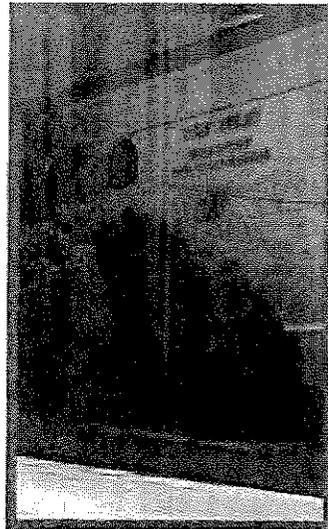
BY: Conch Harbor Marina, LLC;
its Managing Member

BY: 
Craig H. Hunt, its Managing Member

Conch Harbor Marina

Key West, Florida

parking study



prepared for:
Conch Harbor Retail Center, LLC

Traf Tech
ENGINEERING, INC.

September 2012

Conch Harbor Marina

951 Caroline Street

Key West, Florida

Parking Study

September 2012

Prepared for:

Conch Harbor Retail Center, LLC
951 Caroline Street
Key West, Florida 33040

Prepared by:

Traf Tech Engineering, Inc.
8400 N. University Drive, Suite 309
Tamarac, Florida 33321
Phone: (954) 560-7103
Fax: (954) 582-0989

September 17, 2012

Mr. Craig Hunt
Conch Harbor Marina and Retail Center
951 Caroline Street
Key West, Florida 33040

**Re: Conch Harbor Marina
Parking Study**

Dear Craig:

Traf Tech Engineering, Inc. is pleased to provide you with the results of the parking study undertaken for the proposed expansion of the Conch Harbor Marina located in the northwest corner of the intersection at Caroline Street and Grinnell Street in Key West, Monroe County, Florida. It has been a pleasure working with you and your staff on this project.

Please do not hesitate to contact me if you have any questions.

TRAF TECH ENGINEERING, INC.



Karl B. Peterson, P.E.
Senior Transportation Engineer

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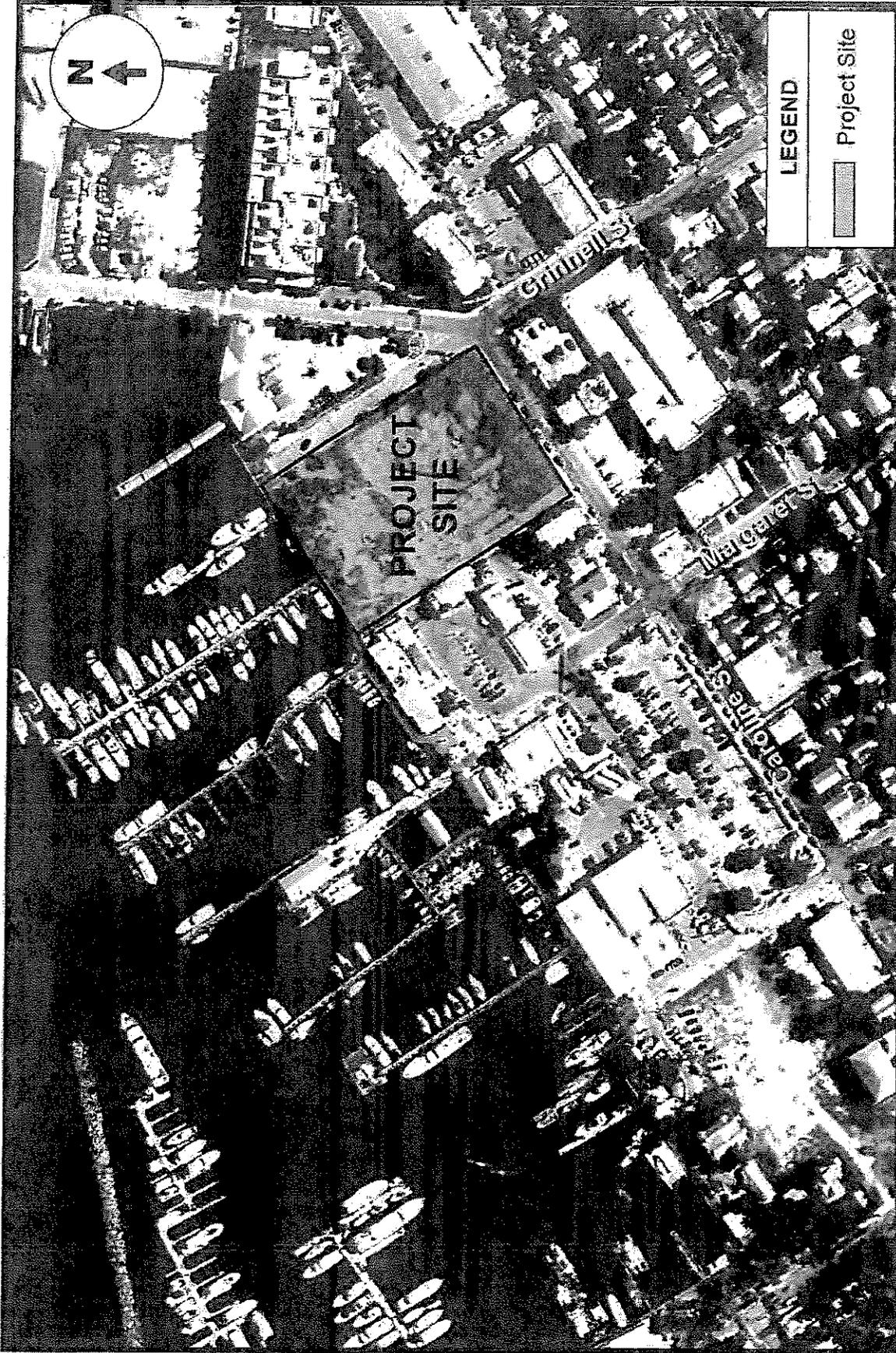
INTRODUCTION

The Conch Harbor Marina is an existing marina and commercial retail facility located in the northwest quadrant of the intersection of Caroline Street and Grinnell Street in the City of Key West, Monroe County, Florida. Figure 1 on the following page shows the location of the project site in relation to the surrounding roadway network.

The owner of this facility, Conch Harbor Retail Center, LLC, has proposed to expand the existing retail space at this location. Traf Tech Engineering, Inc. has been retained to prepare a parking study for the proposed retail expansion. This study addresses the supply of parking in the immediate area, parking demand (as measured in the field and adjusted for average peak season conditions), and parking availability that takes into consideration the proposed retail expansion.

This parking study is divided into five (5) sections, as listed below:

1. Inventory
2. Nearby Public Parking Spaces
3. Parking Counts
4. Parking Analysis
5. Conclusions and Recommendations



LEGEND

Project Site

FIGURE 1
Conch Harbor Marina
Key West, Florida

PROJECT LOCATION MAP

TrafTech
ENGINEERING, INC.

INVENTORY

Existing Land Uses, Access and Parking

The existing Conch Harbor Marina site consists of the following land uses and intensities:

- 27,000 square feet of retail space (including restaurant, bar, and office uses)
- 40 slip boat marina
- 66 on-site parking spaces

Vehicular access to this marina / retail facility is provided by a circular driveway at the north end of Grinnell Street and another driveway that provides direct access to the parking garage under the retail portion of the development.

Proposed Land Uses, Access and Parking

The existing retail component on the subject site is proposed to be expanded by 13,500 square feet. Therefore, the total retail development at Conch Harbor Marina will be 40,500 square feet (i.e. 27,000 square feet plus 13,500 square feet). As part of this retail expansion, an additional five (5) parking spaces will be provided on-site. Other elements of this facility, such as the number of boat slips and the vehicular access points, will remain unchanged. For purposes of this parking study, the proposed retail expansion is anticipated to be completed and open for business by early 2014.

PARKING COUNTS

In order to establish a baseline for both parking supply and parking demand in the area of the Conch Harbor Marina, parking counts were performed by qualified transportation engineers. Prior to the actual parking counts, a review of the area was conducted and conversations were held with City staff relative to the parking areas that should be considered as part of this study. The study area was divided into ten (10) "parking zones" that are described briefly below and depicted graphically in Figure 2 on the following page.

1. Caroline Street (from William Street to Elizabeth Street): 12 parking spaces
2. West Marine Store: 19 parking spaces
3. William Street (from Caroline Street to Eaton Street): 31 parking spaces
4. Margaret Street (from Caroline Street to Eaton Street): 25 parking spaces
5. Key West Bight Parking Lots: 131 parking spaces (+ 10 handicap spaces)
6. Caroline Street (from William Street to Grinnell Street): 23 parking spaces
7. Ferry Parking Lot: 19 parking spaces
8. Conch Harbor Marina (traffic circle): 4 parking spaces
9. Conch Harbor Marina Parking Garage: 62 parking spaces (+ 4 handicap spaces)
10. Key West Old Town Garage: 248 public parking spaces (+ 6 handicap spaces)
(Note: For data collection purposes, this zone was subdivided into six (6) "sub-zones" defined generally by garage floors and ramps.)

The total number of existing public parking spaces (excluding handicap spaces) considered as part of this parking study is 574.

The parking counts were performed on Friday, July 13, 2012 from 3:00 PM to 8:00 PM and on Saturday, July 14, 2012 from 10:00 AM to 5:00 PM. The peak parking demand on Friday occurred between 5:30 PM and 6:00 PM with 330 occupied parking spaces (or, 57% occupancy of the available public parking spaces within the study area). The peak parking demand on Saturday occurred between 3:30 PM and 4:00 PM with 364 occupied parking spaces (or, 63% occupancy). The detailed parking data by parking zone and time of day is presented in Appendix A.

PARKING ZONES



LEGEND

-  Parking Lot / Garage
-  On-Street Parking
-  Parking Zone

FIGURE 2

Conch Harbor Marina
Key West, Florida

PARKING ANALYSIS

This section of the report analyzes the parking data collected in the field, adjusts the data to reflect average peak season conditions, and estimates the demand associated with the expansion of the retail component of the Conch Harbor Marina as well as other nearby planned projects. The result of these analyses is an estimate of the projected average peak season parking demand as it relates to the available parking supply within the immediate area of the Conch Harbor Marina.

Average Peak Season Adjustment

Since the parking data for this analysis was collected during mid-July, it is necessary to adjust the parking counts to reflect the seasonality exhibited in the Florida Keys, especially in Key West. Traffic data utilized for analyses conducted in south Florida (including the Florida Keys) is typically adjusted to reflect "average peak season" conditions. This is accomplished by utilizing a multiplier that converts traffic related data collected during specific weeks of the year to average peak season conditions representing the average of the highest 13 weeks of the year.

The Florida Department of Transportation (FDOT) publishes peak season adjustment factors for each county in the State of Florida. For Monroe County, traffic related counts performed on July 13 and 14 can be adjusted to average peak season conditions by multiplying the values by 1.05. In other words, the data should be increased by 5% in order to reflect average peak season conditions for the study area.

Since these peak season adjustment factors are published for all of Monroe County, further, more localized analyses were performed. The FDOT maintains a permanent traffic count station on US 1 / Overseas Highway 200 feet east of Cow Key Bridge (Station 0165) near Key West. A detailed analysis of this traffic count location indicates that traffic in Key West should be adjusted by a factor of 1.11 (or +11%) in order to reflect average peak season conditions.

To further refine this peak season adjustment analysis, parking data for the Conch Harbor Marina parking garage and the City of Key West was reviewed. A review of the parking data for the Conch Harbor Marina parking garage indicates that parking data collected in the month of July should be adjusted by +6% in order to reflect average peak season conditions. While consistent with the countywide adjustment factors reported by FDOT, it is slightly lower than the adjustment factor derived from the data collected at the permanent count station on US 1.

The City of Key West provided access to the City's parking data for the purposes of this analysis. A review of the City's parking data for the past year (August 25, 2011 to August 22, 2012) indicates that parking demand during the week of July 12 – 18, 2012 should be adjusted by a factor of 1.11 (or, +11%) in order to represent average peak season demand for parking in Key West.

As a result of this analysis, it is evident that the parking data collected in mid-July of this year should be adjusted between +5% and +11% in order to reflect the average peak season conditions of Key West. In order to present a conservative analysis (or, worst-case scenario), the background parking demand will be increased by 11% to represent the demand exhibited during the average peak season conditions. The supporting data for this analysis is presented in Appendix B.

Conch Harbor Marina – Retail Vacancy

At the time of the parking data collection effort (July 13 and 14, 2012) approximately 3,755 square feet of the Conch Harbor Marina retail component were vacant. In order to account for the potential parking demand associated with this retail space, the number of parking spaces required by City Code was added to the overall parking demand. At one (1) parking space per 300 square feet of retail space, this yields a demand for 13 parking spaces.

Conch Harbor Marina – Proposed Retail Expansion

As mentioned previously, a 13,500 square foot expansion of the retail space at the Conch Harbor Marina is proposed. City Code requires one (1) parking space per 300 square feet of retail space and one parking space per 600 feet of warehouse / storage area. Based upon the configuration of the proposed retail facility (12,192 square feet of retail space and 1,308 square feet of warehouse / storage area), 44 parking spaces will be required. As part of the proposed expansion, five (5) additional parking spaces will be created immediately adjacent to the building.

Other Nearby Planned Projects

There are two planned projects in the immediate area of the Conch Harbor Marina. One project involves the development of a 96-unit hotel complex at 223 Elizabeth Street which is the site of the former Jabour's Campground and Trailer Court. The parking requirements for this development will be satisfied with 63 on-site parking spaces and 26 off-site parking spaces which will be leased in the Key West Bight parking lot. These 26 off-site parking spaces must be considered with respect to the future demand in the area as it relates to this parking study.

The other project involves the development of a restaurant / brewery to be located at 201 William Street in the former Waterfront Market warehouse building. This building is located within the historic commercial pedestrian oriented area and no new floor area is proposed. As such, no new parking spaces are required as a result of this redevelopment project.

Projected Peak Parking Demand

Table 1 on the following page presents the projected peak parking demand within the immediate area of the Conch Harbor Marina. This projection is based upon actual field parking counts, adjustments for average peak season conditions, and adjustments for existing retail vacancies and planned projects in the study area.

Parking Zone	Number of Available Parking Spaces	Time Intervals (Number of Parked Vehicles)			
		Friday (Peak Hour)		Saturday (Peak Hour)	
		5:30 PM to 6:00 PM	6:00 PM to 6:30 PM	3:30 PM to 4:00 PM	4:00 PM to 4:30 PM
1	12	12	13	13	11
2	19	13	13	8	9
3	31	30	29	32	30
4	25	22	24	23	23
5	131	108	106	127	116
6	23	22	22	17	16
7	19	0	1	5	4
8	4	2	2	1	1
9	62	29	31	27	29
10 - Level 1	24	21	18	21	23
10 - Level 2	48	38	35	47	46
10 - Level 3	46	9	9	17	17
10 - Level 4	48	16	16	17	18
10 - Level 5	34	0	0	0	0
10 - Level 6	48	8	8	9	9
Proposed Parking Spaces	5	N/A	N/A	N/A	N/A
Total	579	330	327	364	352
<i>Seasonal Adjustment (x 1.11)</i>		366	363	404	391
Parking Spaces Required for:					
- Conch Harbor Vacancy (3,755 SF as of 7/17/12)		13	13	13	13
- Proposed Conch Harbor Expansion (13,500 SF)		44	44	44	44
- Planned Hotel at 223 Elizabeth Street		26	26	26	26
Total Peak Demand		449	446	487	474
Available Spaces		130	133	92	105

Source: Traf Tech Engineering, Inc., September 2012.

As indicated in Table 1 above, the total average peak season parking demand within the immediate area of the Conch Harbor Marina is projected to range from 449 occupied parking spaces during the peak hour (5:30 PM to 6:30 PM) on Fridays to 487 occupied parking spaces during the peak hour (3:30 PM to 4:30 PM) on Saturdays. During these peak time periods (when accounting for seasonal variations and projected parking demand associated with planned development), the total number of available parking spaces is estimated to be no less than 92.

CONCLUSIONS AND RECOMMENDATIONS

The Conch Harbor Marina is an existing marina and commercial retail facility located in the northwest quadrant of the intersection of Caroline Street and Grinnell Street in the City of Key West, Monroe County, Florida. The owner of the marina, Conch Harbor Retail Center, LLC, has proposed to construct an additional 13,500 square feet of retail space at this location.

In order to establish a baseline for both parking supply and parking demand in the area of the Conch Harbor Marina, parking counts were performed by qualified transportation engineers. The parking counts were performed on Friday, July 13, 2012 from 3:00 PM to 8:00 PM and on Saturday, July 14, 2012 from 10:00 AM to 5:00 PM. The peak parking demand on Friday occurred between 5:30 PM and 6:00 PM with 330 occupied parking spaces (or, 57% occupied). The peak parking demand on Saturday occurred between 3:30 PM and 4:00 PM with 364 occupied parking spaces (or, 63% occupied).

Adjustments to the field parking counts were made in order to reflect average peak season conditions as well as for current retail vacancies at the Conch Harbor Marina, the proposed retail expansion of the Conch Harbor Marina, and other planned projects in the study area. During the peak time periods (Fridays between 5:30 PM and 6:30 PM and Saturdays between 3:30 PM and 4:30 PM), the total number of available parking spaces is estimated to be no less than 92. Given that this demand includes the parking required by Code for the proposed retail expansion of the Conch Harbor Marina, it is evident that the existing parking supply in the Key West Bight area is sufficient to meet the anticipated average peak season parking demand.

In other words, the existing parking supply at the Conch Harbor Marina parking garage, the new proposed five (5) parking spaces, and the nearby (within walking distance) public parking spaces are sufficient to comfortably accommodate the future parking demand of the study area during average peak season conditions.

Appendix A

Parking Data



ENGINEERING, INC.
 8400 N. University Drive
 Suite 309
 Tamarac, Florida 33321
 (954) 582-0988

Project: Conch Harbor Marina
Analyst: KBP / JEV
Project No.: 16-589
Day: Friday
Time Period: 3:00 PM to 8:00 PM

Parking Zone	Number of Available Spaces	Time Intervals (Number of Parked Vehicles)																						
		3:00 PM to 3:30 PM		3:30 PM to 4:00 PM		4:00 PM to 4:30 PM		4:30 PM to 5:00 PM		5:00 PM to 5:30 PM		5:30 PM to 6:00 PM		6:00 PM to 6:30 PM		6:30 PM to 7:00 PM		7:00 PM to 7:30 PM		7:30 PM to 8:00 PM				
		3:00 PM	3:30 PM	3:30 PM	4:00 PM	4:00 PM	4:30 PM	4:30 PM	5:00 PM	5:30 PM	5:00 PM	5:30 PM	5:30 PM	6:00 PM	6:30 PM	6:00 PM	6:30 PM	6:30 PM	7:00 PM	7:30 PM	7:00 PM	7:30 PM	7:30 PM	8:00 PM
1	12	12	12	12	13	11	11	11	11	11	11	11	12	13	13	13	13	13	13	12	12	12	15	15
2	19	9	8	11	11	12	12	15	15	13	13	13	13	13	13	13	11	11	11	11	11	11	11	11
3	31	33	32	29	29	31	31	28	28	30	29	29	29	29	29	27	27	27	29	29	29	29	29	29
4	25	24	23	24	24	24	24	22	22	22	24	24	22	24	21	21	21	21	22	22	22	22	26	26
5	131	92	91	90	90	95	95	104	104	108	106	106	108	106	106	106	106	106	106	109	109	109	112	112
6	23	6	7	14	14	16	16	17	17	22	22	22	22	22	22	22	22	22	22	23	23	23	26	26
7	19	2	3	4	4	4	4	2	2	0	0	0	0	1	2	2	2	2	1	1	1	0	0	0
8	4	3	3	1	1	1	1	1	1	2	2	2	2	2	1	1	1	1	1	1	1	1	1	1
9	62	32	31	32	32	29	29	29	29	29	29	29	29	31	24	24	24	24	22	22	22	20	20	20
10-1	24	19	20	22	22	21	21	22	22	21	21	21	21	18	20	20	20	19	19	19	19	21	21	21
10-2	48	42	42	44	44	43	43	40	40	38	35	35	35	35	35	35	35	35	37	37	37	34	34	34
10-3	46	7	6	6	6	6	6	8	8	9	9	9	9	9	8	8	8	8	8	8	8	8	8	8
10-4	48	16	16	15	15	15	15	15	15	16	16	16	16	16	16	16	16	16	16	16	16	16	16	16
10-5	34	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
10-6	48	9	9	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8
Total	574	306	303	313	313	316	316	322	322	330	327	327	330	327	314	314	314	318	318	318	318	327	327	327

Traf Tech
ENGINEERING, INC.

8400 N. University Drive
Suite 308
Tamarac, Florida 33321
(954) 582-0988

Project: Conch Harbor Marina
Analyst: KBP
Project No.: 16-589
Date: Saturday, July 14, 2012
Time Period: 10:00 AM to 5:00 PM

Parking Zone	Number of Available Spaces	Time Intervals (Number of Parked Vehicles)												
		10:00 AM to 10:30 AM	10:30 AM to 11:00 AM	11:00 AM to 11:30 AM	11:30 AM to 12:00 PM	12:00 PM to 12:30 PM	12:30 PM to 1:00 PM	1:00 PM to 1:30 PM	1:30 PM to 2:00 PM	2:00 PM to 2:30 PM	2:30 PM to 3:00 PM	3:00 PM to 3:30 PM	3:30 PM to 4:00 PM	4:00 PM to 4:30 PM
1	12	13	14	14	14	13	14	15	15	14	14	13	11	11
2	19	12	12	13	7	8	9	11	10	12	8	8	8	8
3	31	29	30	30	31	31	38	29	31	30	29	32	30	32
4	26	24	23	24	23	24	25	21	21	21	21	23	23	25
5	131	71	85	97	105	124	116	115	110	108	122	127	118	105
6	23	16	15	15	15	21	17	18	19	22	16	17	16	20
7	19	0	0	1	0	1	2	2	1	2	2	5	4	4
8	4	1	2	1	1	2	2	2	2	2	1	1	1	1
9	62	23	21	22	23	23	22	23	23	25	25	27	29	30
10-1	24	22	19	18	20	23	25	25	24	24	22	21	23	24
10-2	48	38	41	40	41	41	43	44	46	45	46	47	46	47
10-3	45	8	5	6	7	7	7	8	10	12	17	17	17	17
10-4	48	15	15	15	15	15	15	15	16	16	18	17	18	18
10-5	34	0	0	0	0	0	0	0	0	0	0	0	0	0
10-6	43	9	9	9	9	9	9	9	9	9	9	9	9	9
Total	674	282	292	304	308	315	338	337	343	348	364	362	351	351

Appendix B
Peak Season Adjustment Analysis

Exhibit A

2011 PEAK SEASON FACTOR CATEGORY REPORT - REPORT TYPE: ALL
 CATEGORY: 9000 MONROE COUNTYWIDE

WEEK	DATES	SF	MOCF: 0.91 PSCF
1	01/01/2011 - 01/01/2011	1.01	1.10
2	01/02/2011 - 01/08/2011	1.01	1.10
3	01/09/2011 - 01/15/2011	1.00	1.09
4	01/16/2011 - 01/22/2011	0.98	1.07
5	01/23/2011 - 01/29/2011	0.96	1.05
* 6	01/30/2011 - 02/05/2011	0.94	1.03
* 7	02/06/2011 - 02/12/2011	0.93	1.02
* 8	02/13/2011 - 02/19/2011	0.91	0.99
* 9	02/20/2011 - 02/26/2011	0.90	0.98
*10	02/27/2011 - 03/05/2011	0.89	0.97
*11	03/06/2011 - 03/12/2011	0.88	0.96
*12	03/13/2011 - 03/19/2011	0.87	0.95
*13	03/20/2011 - 03/26/2011	0.89	0.97
*14	03/27/2011 - 04/02/2011	0.91	0.99
*15	04/03/2011 - 04/09/2011	0.92	1.01
*16	04/10/2011 - 04/16/2011	0.94	1.03
*17	04/17/2011 - 04/23/2011	0.95	1.04
*18	04/24/2011 - 04/30/2011	0.96	1.05
19	05/01/2011 - 05/07/2011	0.97	1.06
20	05/08/2011 - 05/14/2011	0.98	1.07
21	05/15/2011 - 05/21/2011	0.99	1.08
22	05/22/2011 - 05/28/2011	1.00	1.09
23	05/29/2011 - 06/04/2011	1.00	1.09
24	06/05/2011 - 06/11/2011	1.01	1.10
25	06/12/2011 - 06/18/2011	1.01	1.10
26	06/19/2011 - 06/25/2011	1.00	1.09
27	06/26/2011 - 07/02/2011	0.99	1.08
28	07/03/2011 - 07/09/2011	0.98	1.07
29	07/10/2011 - 07/16/2011	0.96	1.05
30	07/17/2011 - 07/23/2011	0.98	1.07
31	07/24/2011 - 07/30/2011	1.00	1.09
32	07/31/2011 - 08/06/2011	1.01	1.10
33	08/07/2011 - 08/13/2011	1.03	1.13
34	08/14/2011 - 08/20/2011	1.05	1.15
35	08/21/2011 - 08/27/2011	1.07	1.17
36	08/28/2011 - 09/03/2011	1.10	1.20
37	09/04/2011 - 09/10/2011	1.12	1.22
38	09/11/2011 - 09/17/2011	1.15	1.26
39	09/18/2011 - 09/24/2011	1.15	1.26
40	09/25/2011 - 10/01/2011	1.14	1.25
41	10/02/2011 - 10/08/2011	1.14	1.25
42	10/09/2011 - 10/15/2011	1.13	1.24
43	10/16/2011 - 10/22/2011	1.12	1.22
44	10/23/2011 - 10/29/2011	1.10	1.20
45	10/30/2011 - 11/05/2011	1.08	1.18
46	11/06/2011 - 11/12/2011	1.06	1.16
47	11/13/2011 - 11/19/2011	1.05	1.15
48	11/20/2011 - 11/26/2011	1.04	1.14
49	11/27/2011 - 12/03/2011	1.03	1.13
50	12/04/2011 - 12/10/2011	1.02	1.12
51	12/11/2011 - 12/17/2011	1.01	1.10
52	12/18/2011 - 12/24/2011	1.01	1.10
53	12/25/2011 - 12/31/2011	1.00	1.09

* PEAK SEASON

14-FEB-2012 14:42:38

830UPD [1.0.0.1] 6_9000_PRSEASON.TXT

Exhibit A

FDOT Permanent Count Station
 Station 0165
 200 Feet East of Cow Key Bridge
 YEAR: 2011

Weekly Traffic	Sorted	Highest 13 wks	Week	PSF
1 261057	292993	292993	1	1.07
2 259454	287950	287950	2	1.07
3 257307	286070	286070	3	1.08
4 260843	284792	284792	4	1.07
5 268562 *	284279	284279	5	1.04
6 272267 *	279616	279616	6	1.02
7 287950 *	276991	276991	7	0.97
8 284792 *	273437	273437	8	0.98
9 286070 *	272267	272267	9	0.97
10 292993 *	271027	271027	10	0.95
11 284279 *	270513	270513	11	0.98
12 279616 *	268562	268562	12	0.99
13 276991 *	268121	268121	13	1.00
14 271027 *	264069	264069	14	1.03
15 268121 *	262628		15	1.04
16 273437 *	261057		16	1.02
17 264069	260843		17	1.05
18 256737	259949		18	1.08
19 255071	259454		19	1.09
20 253896	259411		20	1.10
21 253489	259266		21	1.10
22 249274	257307		22	1.12
23 252526	256976		23	1.10
24 250704	256737		24	1.11
25 250133	255071		25	1.11
26 250841	253896		26	1.11
27 243112	253489		27	1.14
28 250218	252526		28	1.11
29 250241	250842		29	1.11
30 262628	250841		30	1.06
31 250267	250704		31	1.11
32 256976	250267		32	1.08
33 248373	250241		33	1.12
34 234634	250218		34	1.19
35 233619	250133		35	1.19
36 228739	249274		36	1.22
37 236721	248373		37	1.18
38 232580	248272		38	1.20
39 230234	248243		39	1.21
40 233194	247201		40	1.19
41 231053	243112		41	1.20
42 224910	236721		42	1.24
43 210286	234634		43	1.32
44 259949	233619		44	1.07
45 259266	233194		45	1.07
46 250842	232580		46	1.11
47 232040	232040		47	1.20
48 248272	231053		48	1.12
49 248243	230234		49	1.12
50 247201	228739		50	1.13
51 259411	224910		51	1.07
52 270513 *	210286		52	1.03
		Total: 3616618		
		Avg: 278201.4		

Exhibit A

Conch Harbor Marina Parking Garage

Year	Month	Revenue	Sort	Highest 3 Mo.	Monthly Adjustment
2010	October	\$3,078.35	\$6,021.60	\$6,021.60	October 1.88
	November	\$5,895.96 *	\$5,895.96	\$5,895.96	November 0.98
	December	\$4,016.34	\$5,488.81	\$5,488.81	December 1.44
2011	January	\$6,021.60 *	\$4,998.78	\$17,406.37	January 0.96
	February	\$3,859.28	\$4,466.71		February 1.50
	March	\$2,695.47	\$4,130.89	\$5,802.12	March 2.15
	April	\$3,646.63	\$4,016.34		April 1.59
	May	\$4,998.78	\$3,859.28		May 1.16
	June	\$3,800.96	\$3,800.96		June 1.53
	July	\$5,488.81 *	\$3,646.63		July 1.06
	August	\$4,466.71	\$3,078.35		August 1.30
	September	\$4,130.89	\$2,695.47		September 1.40

Exhibit A

City of Key West, FL Parking Revenue

Week		Key West - All		Sorted	Highest 13 wks	Week	PSF	
2011	1	25-Aug	31-Aug	\$41,340	100,225	100,225	1	2.16
	2	1-Sep	7-Sep	59,304	97,185	97,185	2	1.51
	3	8-Sep	14-Sep	41,619	96,177	96,177	3	2.15
	4	15-Sep	21-Sep	45,875	95,165	95,165	4	1.95
	5	22-Sep	28-Sep	44,073	91,404	91,404	5	2.03
	6	29-Sep	5-Oct	47,064	87,788	87,788	6	1.90
	7	6-Oct	12-Oct	49,869	86,201	86,201	7	1.79
	8	13-Oct	19-Oct	42,878	86,065	86,065	8	2.09
	9	20-Oct	26-Oct	63,305	85,986	85,986	9	1.41
	10	27-Oct	2-Nov	62,818	85,852	85,852	10	1.42
	11	9-Nov	9-Nov	64,136	83,880	83,880	11	1.39
	12	10-Nov	16-Nov	71,071	83,444	83,444	12	1.26
	13	17-Nov	23-Nov	59,204	83,364	83,364	13	1.51
	14	24-Nov	30-Nov	61,763	83,239	83,239	14	1.45
	15	1-Dec	7-Dec	44,786	82,881	82,881	15	2.00
	16	8-Dec	14-Dec	45,180	82,777	82,777	16	1.98
	17	15-Dec	21-Dec	53,431	81,617	81,617	17	1.67
	18	22-Dec	28-Dec	80,721	80,721	80,721	18	1.11
2012	19	29-Dec	4-Jan	100,225	80,580	80,580	19	0.89
	20	5-Jan	11-Jan	61,677	78,718	78,718	20	1.45
	21	12-Jan	18-Jan	69,960	74,625	74,625	21	1.28
	22	19-Jan	25-Jan	66,892	73,734	73,734	22	1.34
	23	26-Jan	1-Feb	65,120	73,096	73,096	23	1.37
	24	2-Feb	8-Feb	67,960	71,071	71,071	24	1.32
	25	9-Feb	15-Feb	82,881	69,960	69,960	25	1.08
	26	16-Feb	22-Feb	97,185	69,797	69,797	26	0.92
	27	23-Feb	29-Feb	85,852	69,085	69,085	27	1.04
	28	4-Mar	7-Mar	91,404	68,157	68,157	28	0.98
	29	8-Mar	14-Mar	95,165	67,960	67,960	29	0.94
	30	15-Mar	21-Mar	96,177	66,892	66,892	30	0.93
	31	22-Mar	28-Mar	86,201	65,401	65,401	31	1.04
	32	29-Mar	4-Apr	85,986	65,339	65,339	32	1.04
	33	5-Apr	11-Apr	87,788	65,120	65,120	33	1.02
	34	12-Apr	18-Apr	74,625	64,136	64,136	34	1.20
	35	19-Apr	25-Apr	69,085	63,460	63,460	35	1.29
	36	26-Apr	2-May	65,401	63,305	63,305	36	1.37
	37	3-May	9-May	69,797	63,139	63,139	37	1.28
	38	10-May	16-May	63,460	62,818	62,818	38	1.41
	39	17-May	23-May	68,157	61,763	61,763	39	1.31
	40	24-May	30-May	82,777	61,677	61,677	40	1.08
	41	31-May	6-Jun	63,139	59,304	59,304	41	1.42
	42	7-Jun	13-Jun	73,734	59,204	59,204	42	1.21
	43	14-Jun	20-Jun	78,718	53,431	53,431	43	1.14
	44	21-Jun	27-Jun	73,096	49,869	49,869	44	1.22
	45	28-Jun	4-Jul	83,364	47,064	47,064	45	1.07
	46	5-Jul	11-Jul	86,065	45,875	45,875	46	1.04
	47	12-Jul	18-Jul	80,580	45,180	45,180	47	1.11
	48	19-Jul	25-Jul	83,444	44,786	44,786	48	1.07
	49	26-Jul	1-Aug	83,880	44,073	44,073	49	1.07
	50	2-Aug	8-Aug	83,239	42,878	42,878	50	1.07
	51	9-Aug	15-Aug	81,617	41,619	41,619	51	1.10
	52	16-Aug	22-Aug	65,339	41,340	41,340	52	1.37
					Total:	1,162,736		
					Averages:	89,441		

Exhibit B

Conch Harbor Parking Worksheet	Code Required		On Property					City Operated Old Town Garage			
	Auto	Bicycle / Scooter	Auto	Auto Handicap	Bicycle / Scooter	Auto Equivalent	Needed Per Code	Parking Agreement			
Existing Conch Harbor	110	27.5	61	5	61	8.4	35.6				
Proposed West Marine	44	11	7	1	62	12.8	23.3				
Parking Waiver Zone	-10						-10.0				
Total	144	38.5	68	6	123	21.1	48.9				
								Per Month	Per Year	Total	
							Reservation Agreement	39.0	44.17	530.00	20670
							Park & Ride Monthly	10.0	107.25	1287.00	12870
								49.0	Total		33540

Exhibit B (10/20)

Exhibit B

Conch Harbor Parking Worksheet	Code Required		On Property					City Operated Old Town Garage				
	Auto	Bicycle / Scooter	Auto	Auto Handicap	Bicycle / Scooter	Auto Equivalent	Needed Per Code	Parking Agreement				
Existing Conch Harbor	110	27.5	61	5	61	8.4	35.6					
Proposed West Marine	44	11	7	1	62	12.8	23.3					
Parking Waiver Zone	-10						-10.0					
Total	144	38.5	68	6	123	21.1	48.9					
								Per Month	Per Year	Total		
								Reservation Agreement	39.0	44.17	530.00	20670
								Park & Ride Monthly	10.0	107.25	1287.00	12870
								49.0		Total	33540	

Exhibit C (10/20)

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



To: Chairman and Planning Board Members

From: Brendon Cunningham

Through: Donald Leland Craig, AICP, Planning Director

Meeting Date: November 15, 2012

Agenda Item: **Variances - 951 Caroline Street (RE# 00002970-000000)** - A request in the HRCC-2 zoning district for building coverage, impervious surface ratio, front-yard and street-side setback per Section 122-720 (4) a. & b. and (6) a. & d. and parking requirements per Section 108-572 (16) of the Land Development Regulations of the Code of Ordinances of the City of Key West.

Request: To allow the addition of 13,500 square feet of commercial floor area for a West Marine store.

Applicant: Trepanier and Associates, Inc

Property Owner: Conch Harbor Retail center

Location: 951 Caroline Street (RE# 00002970-000000)

Zoning: Historic Neighborhood Commercial Core (HRCC-2) zoning district

Background:

This project was originally approved in 1997 as a marina. The major development and conditional use approval of the restaurants, commercial office and retail and below-grade 66 space parking garage came in 1999. The development approval included a parking agreement (CC Res 98-298) between the owner and the City. This was for reserve spaces to offset the requirement of 98 total spaces. To ensure that the parking could be accommodated on site should the agreement be void, the final design included a landscaped buffer yard at the front of the property abutting Caroline Street. It is here that the applicant has chosen to place the addition.

Request:

To approve a variance application to building coverage, impervious surface ratio, front and street-side setbacks and parking requirements to allow the construction of a 13,500 square foot addition to the existing development to house a West Marine, a ship's chandlery and marine specialty store. This proposed addition will be located on the landscaped area established for future parking. The addition would bring the parking requirement to 143 auto spaces.

The applicant is requesting that bicycle parking be substituted for 35 auto spaces: 123 bicycle by 4 equals 31 auto spaces (Sec. 108-574 & 108-576). This would bring the total on-site parking to

102 spaces: 71 auto plus 31 bicycle/auto equivalent equals 102 total spaces. The remaining variance request would be for 41 spaces. The applicant proposes a new parking agreement with the City for space in the Park-n-Ride. Ten spaces would be at full-rate lease and an additional 31 spaces for reservation.

Data Table

Variance to:	Required/Allowed	Existing	Proposed
Building Coverage	50%	40.1%	56.8%
Impervious Surface Ratio	60%	69.5%	86.1%
Front-yard Setback	10 feet	43.9 feet	5.6 feet
Street-side Setback	7.5 feet	9 feet	0 feet
Parking Requirements- Auto	144	66	71
Bicycle / Scooter	25% - 31 spaces	64	123

Currently, the building is setback 44 feet from the street. The proposal is to bring the building forward to become part of the streetscape. This will be harmonious with the surrounding buildings. The site is located within the parking waiver district. Therefore, bicycle substitution is supportable as a variance to required parking. Further, the applicant has stated that the parking need of West Marine is minimal as they serve a largely pedestrian and biking clientele. To this end, West Marine has made a requirement that there be twelve (12) parking spaces assigned for their use. This is far less than the 45 spaces that would be required for a 13,500 square foot retail space.

Process:

Development Review Committee:	July 26, 2012
HARC:	August 15, 2012
Tree Commission:	August 16, 2012
Planning Board Meeting:	October 18, 2012
City Commission Meeting:	December 4, 2012, Tentative

Analysis – Evaluation for Compliance With The Land Development Regulations:

The criteria for evaluating a variance are listed in Section 90-395 of the City Code. The Planning Board before granting a variance must find all of the following:

- 1. Existence of special conditions or circumstances. That special conditions and circumstances exist which are peculiar to the land, structure or building involved and which are not applicable to other land, structures or buildings in the same zoning district.**

The property is located within the HRCC-2 zoning district. This district is guided by Section 122-716 (5) which requires the implementation of urban design schemes that attract and encourage pedestrian traffic. To that end, the design brings the building close to the street. By doing so, building and impervious coverage's, front-yard setback and on-site parking requirements are difficult to meet. The property has 66 existing off-street parking spaces and will add five more. The physical land constraints of the property are not conducive for providing the required 143 total parking spaces. However, this physical limitation is not a condition exclusively unique to the property, but is applicable to other properties within the same zoning district.

2. **Conditions not created by applicant. That the special conditions and circumstances do not result from the action or negligence of the applicant.**

It is the applicant's chosen site location and design scheme that drives the variance request.

3. **Special privileges not conferred. That granting the variance requested will not confer upon the applicant any special privileges denied by the Land Development Regulations to other lands, buildings or structures in the same zoning district.**

The granting of any variance, as a general rule, is considered as a special privilege. There are no other lands, buildings or structures that are afforded or have been denied similar privileges in this zoning district.

4. **Hardship conditions exist. That literal interpretation of the provisions of the Land Development Regulations would deprive the applicant of rights commonly enjoyed by other properties in this same zoning district under the terms of this ordinance and would work unnecessary and undue hardship on the applicant.**

Hardship conditions do not exist to support the granting of the variances; and the applicant would not be deprived of rights commonly enjoyed by other properties in the HRCC-2 zoning district.

5. **Only minimum variance granted. That the variance granted is the minimum variance that will make possible the reasonable use of the land, building or structure.**

Granting these variances approval will be the minimum variances required.

6. **Not injurious to the public welfare. That the granting of the variance will be in harmony with the general intent and purpose of the Land Development Regulations and that such variance will not be injurious to the area involved or otherwise detrimental to the public interest or welfare.**

The request to waive off-street parking spaces in the parking waiver district could be injurious to the public welfare as there is limited on street parking in the general vicinity.

7. **Existing nonconforming uses of other property not the basis for approval. No nonconforming use of neighboring lands, structures, or buildings in the same district, and no permitted use of lands, structures or buildings in other districts shall be considered grounds for the issuance of a variance.**

The applicant is not using any other nonconforming properties as the basis for the variances.

The Planning Board shall make factual findings regarding the following:

1. **That the standards established by Section 90-395 of the City Code have been met by the applicant for a variance.**

The standards established by Section 90-395 of the City Code have not been met by the applicant for the variances.

2. **That the applicant has demonstrated a "good neighbor policy" by contacting or attempting to contact all noticed property owners who have objected to the variance application, and by addressing the objections expressed by these neighbors.**

The department has not been notified of any neighborhood objections to date.

RECOMMENDATION:

The Planning Department, based on the criteria established by the Comprehensive Plan and the Land Development Regulations, recommends that the request for variances to be **denied**. However, if the Planning Board chooses an approval, the following conditions are recommended by staff:

Condition to be completed prior to the issuance of building permits:

Any parking agreement is approved by the City Commission.

Condition to be completed prior to the issuance of a Certificate of Occupancy:

All five (5) auto and 123 bicycle scooter-parking spaces are installed.

**Draft
Resolution**

**PLANNING BOARD
RESOLUTION No. 2012-**

**A RESOLUTION OF THE KEY WEST
PLANNING BOARD GRANTING VARIANCES
TO BUILDING COVERAGE, IMPERVIOUS
SURFACE RATIO, FRONT AND STREETSIDE
SETBACK REQUIREMENTS AND PARKING
REQUIREMENTS FOR PROPERTY LOCATED
AT 951 CAROLINE STREET (RE# 00002970-
000000), UNDER THE CODE OF ORDINANCES
OF THE CITY OF KEY WEST, FLORIDA;
PROVIDING FOR AN EFFECTIVE DATE.**

WHEREAS, Code Section 90-391 allows applicants to request variances to the Land Development Regulations through the Planning Board; and

WHEREAS, Section 122-720 of the Code of Ordinances provides for the maximum and minimum dimensional requirements for property located in the HRCC-2 zoning district; and

WHEREAS, the applicant requested variances to Section 122-720 (4) a. & b.: building coverage and impervious surface ratio; and

WHEREAS, the applicant requested variances to Section 122-720 (6) a. & d.: front and side-yard setbacks; and

WHEREAS, the applicant requested a variance to parking requirements per Section 108-572

_____Chairman

_____Planning Director

(16): one parking space per 300 square feet of commercial floor area; and

WHEREAS, this matter came before the Planning Board at a public hearing on November 15, 2012; and

WHEREAS, the Planning Board finds that special conditions and circumstances exist which are peculiar to the land, structure, or building involved and which are not applicable to other land, structures or buildings in the same district; and

WHEREAS, the Planning Board finds that the special conditions do not result from the action or negligence of the applicant; and

WHEREAS, the Planning Board finds that granting the variance requested will not confer upon the applicant any special privileges denied by the Land Development Regulations to other lands, buildings or structures in the same zoning district; and

WHEREAS, the Planning Board finds that the literal interpretation of the provisions of the Land Development Regulations would deprive the applicant of rights commonly enjoyed by other properties in this same zoning district under the terms of this ordinance and would work unnecessary and undue hardship on the applicant; and

WHEREAS, the Planning Board finds that the variance granted is the minimum variance that will make possible the reasonable use of the land, building or structure; and

WHEREAS, the Planning Board finds that the granting of the variance will be in harmony with the general intent and purpose of the Land Development Regulations and that such variance will not be injurious to the area involved or otherwise detrimental to the public interest or welfare; and

WHEREAS, the Planning Board finds that no non-conforming use of neighboring lands, structures, or buildings in the same district, and no permitted use of lands, structures or buildings in other districts shall be considered grounds for the issuance of any variance; and

WHEREAS, the Planning Board finds that the applicant has demonstrated a “good neighbor policy” by contacting or making a reasonable attempt to contact all noticed property owners who have objected to the variance application, and by addressing the objections expressed by those neighbors;

NOW, THEREFORE, BE IT RESOLVED by the Planning Board of the City of Key West, Florida:

Section 1. That the above recitals are incorporated by reference as if fully set forth herein.

Section 2. That the variances to building coverage from the 50% allowed to the 56.8% proposed, to the impervious surface ratio from the 60% allowed to the 86.1% proposed, to the front-yard setback of 10 feet required to the 5.6 feet proposed, to the street-side setback of 7.5 feet

required to the zero feet proposed and the 144 required number of parking spaces required to the 102 proposed associated with an amendment to a Major Development Plan and Condition Use approval for property located at 951 Caroline Street (RE# 00002970-000000) in the Key West Bight per Sections 122-720(4) a. & b., 122-720 (6) a. & d. and 108-572 (16) of the Land Development Regulations of the Code of Ordinances of the City of Key West, are approved as shown on the attached plan set received October 31, 2012, with the following conditions:

Condition to be completed prior to the issuance of building permits:

Any parking agreement is approved by the City Commission.

Condition to be completed prior to the issuance of a Certificate of Occupancy:

All five (5) auto and 123 bicycle scooter-parking spaces are installed.

Section 3. It is a condition of this variance that full, complete, and final application for all permits required for any new construction for any use and occupancy for which this variance is wholly or partly necessary, whether or not such construction is suggested or proposed in the documents presented in support of this variance, shall be submitted in its entirety within two years after the date hereof; and further, that no application or reapplication for new construction for which the variance is wholly or partly necessary shall be made after expiration of the two-year period without the applicant obtaining an extension from the Planning Board and demonstrating that no change of circumstances to the property or its underlying zoning has occurred.

Section 4. The failure to submit a full and complete application for permits for new construction for which this variance is wholly or partly necessary, or the failure to complete new

construction for use and occupancy pursuant to this variance in accordance with the terms of a City building permit issued upon timely application as described in Section 3 hereof, shall immediately operate to terminate this variance, which variances shall be of no force or effect.

Section 5. This variance does not constitute a finding as to ownership or right to possession of the property, and assumes, without finding, the correctness of applicant's assertion of legal authority respecting the property.

Section 6. This resolution shall go into effect immediately upon its passage and adoption and authentication by the signatures of the presiding officer and the Clerk of the Commission.

Section 7. This resolution is subject to appeal periods as provided by the City of Key West Code of Ordinances (including the Land Development Regulations). After the City appeal period has expired, this permit or development order will be rendered to the Florida Department of Community Affairs. Pursuant to Chapter 9J-1, F.A.C., this permit or development order is not effective for forty five (45) days after it has been properly rendered to the DCA with all exhibits and applications attached to or incorporated by reference in this approval; that within the forty five (45) day review period the DCA can appeal the permit or development order to the Florida Land and Water Adjudicatory Commission; and that such an appeal stays the effectiveness of the permit until the appeal is resolved by agreement or order.

Read and passed on first reading at a regularly scheduled meeting held this 15th day of November, 2012.

Authenticated by the Chairman of the Planning Board and the Planning Director.

Richard Klitenick, Chairman
Key West Planning Board

Date

Attest:

Donald L. Craig, AICP
Planning Director

Date

Filed with the Clerk:

Cheryl Smith, City Clerk

Date

Draft

Chairman

Planning Director

Application

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



Variance Application

Please completely fill out this application and attach all necessary documents. This will help our staff to process your request quickly and obtain necessary information without delay. If you have any questions please call 305-809-3720 to schedule an appointment with a Planner.

Please print or type a response to the following:

1. Site Address 951-955 Caroline St., Key West, FL 33040
2. Name of Applicant Trepanier and Associates, Inc. on behalf of Conch Harbor Retail Center, LLC.
3. Applicant is: Owner _____ Authorized Representative x
4. Address of Applicant 402 Appelrouth Lane
Key West, FL 33040
5. Phone # of Applicant 305.293.8983 Mobile# _____
6. E-Mail Address owen@owentrepanier.com
7. Name of Owner, if different than above Conch Harbor Retail Center, LLC.
8. Address of Owner 951 Caroline St., Key West, FL 33040
9. Phone # of Owner 305.600.3449
10. Email Address Craig@KeysCaribbean.com
11. Zoning District of Parcel HRCC-2 RE# 00002970-000000
12. Description of Proposed Construction, Development, and Use
Application for variances to allow the amendment of an existing Major Development Plan and Conditional Use approval (Res. No. 99-225) to permit the construction of a 13,500 sq. ft. addition to the Conch Harbor facility to house a West Marine.
13. List and describe the specific variance(s) being requested:
 1. Sec. 122-572 Schedule of off-street parking requirements. From the 144 required to the 71 proposed
 2. Sec. 122-720(4)a. Maximum Building Coverage. From the maximum 50% to the proposed 56.8%
 3. Sec. 122-720(4)b. Maximum Impervious Surface. From the maximum 60% to the proposed 86.1%
 4. Sec. 122-720(6)a. Minimum Setbacks. From the 10 feet front setback required to the 5.6 feet proposed
 5. Sec. 122-720(6)d. Minimum Setbacks. From the 7.5 feet street-side setback required to the 0 feet proposed

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



14. Please fill out the relevant Site Data in the table below. For Building Coverage, Impervious Surface, Open Space and F.A.R provide square footages and percentages.

Site Data Table				
	Code Requirement	Existing	Proposed	Variance Request
Zoning	HRCC-2			
Flood Zone	AE 9 & 7			
Size of Site	82,210 sq. ft.			
Height	35 ft.	30 ft.	30 ft.	No
Front Setback	10 ft.	43.9 ft.	5.6 ft.	Yes
Side Setback	5.0 ft.	7.8 ft.	7.8 ft.	No
Side Setback				
Street Side Setback	7.5 ft.	7.5 ft.	0 ft.	Yes
Rear Setback	15 ft.	29.7 ft.	46.8 ft.	No
F.A.R	0.5	0.25	0.41	No
Building Coverage	50%	40.1%	56.8%	Yes
Impervious Surface	60%	69.5%	86.1%	Yes
Parking	98*	65	70	Yes
Handicap Parking	3	5	6	No
Bicycle Parking	17	62	68	No
Open Space/ Landscaping	20%	50%	33%	No
Number and type of units	0	0	0	No
Consumption Area or Number of seats	NA	3,329 sq. ft.	No Change	No

* Project previously approved with 110 spaces needed

15. Is Subject Property located within the Historic District? Yes No
 If Yes, attach HARC approval and approved site plans

Meeting Date 07/24/12 HARC Approval # _____

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



16. Are there any easements, deed restrictions or other encumbrances attached to the subject property? Yes No If Yes, please describe and attach relevant documents
Res. 95-324 references and depicts nonexclusive access easements for the Boardwalk and the loading zone/ access drive (Attachment A).

17. Will the work be within the dripline (canopy) of any tree on or off the property?
YES NO Tree Commission Hearing Scheduled for 08/13/12
If yes, provide date of landscape approval, and attach a copy of such approval.

This application is pursuant to Section 106-51 & 52 City of Key West Land Development Regulations.

If the applicant would like additional information, electronic version of the City's Code of Ordinances can be found either through www.keywestcity.com, Planning Department archives or at www.municode.com. Once there, search Online Library/Florida/Key West/Chapter 122.

***Please note, variance approvals are quasi-judicial hearings, and it is improper for the owner or signatory to speak to a Planning Board member or City Commissioner about the hearing.**

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



Standards for Considering Variances

Before any variance may be granted, the Planning Board and/or Board of Adjustment must find all of the following requirements are met:

1. Existence of special conditions or circumstances. That special conditions and circumstances exist which are peculiar to the land, structure or building involved and which are not applicable to other land, structures or buildings in the same zoning district.

Special conditions and circumstances exist. This property is part of both the Key West Bight Master Planning Area as well as the Caroline Street Corridor Community Redevelopment Area. The area is characterized by a pedestrian-oriented street scape within an urban fabric. The site is the anchoring property at the end of the Caroline Street Corridor. The current structure's design is oriented solely toward the water and turns its architectural back on Caroline Street. The proposed addition will bring the property's design into conformance with, and enhance, the character of the area, by embracing the Caroline streetscape as well as anchoring the North-East end of the Corridor. The uses are unique and have a documented history with regard to parking impacts.

2. Conditions not created by applicant. That the special conditions and circumstances do not result from the action or negligence of the applicant.

The current conditions were not created by the applicant. The current owner neither designed nor built the existing structure. However the current owner does seek to transform the existing structure so that it both conforms with and enhances the character of the district.

3. Special privileges not conferred. That granting the variance(s) requested will not confer upon the applicant any special privileges denied by the land development regulations to other lands, buildings or structures in the same zoning district.

No special privileges will be conferred. The owner will be required to install all necessary storm water management systems and will invest significantly into the district's capital infrastructure. This property's storm water management system is currently a passive system; it will be replaced with an active state-of-the-art management system. The granting of this variance will, in no way, deny any privileges to any other properties in the district.

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



4. Hardship conditions exist. That literal interpretation of the provisions of the land development regulations would deprive the applicant of rights commonly enjoyed by other properties in this same zoning district under the terms of this ordinance and would work unnecessary and undue hardship on the applicant.

Hardship conditions exist. The current design of the property is a hardship to the owner and the people of Key West. The design is such that it ignores the pedestrian scale intent and character of the Caroline Street Corridor. It will also be a hardship to the Community Redevelopment Area ("CRA") and the people of Key West if a marine-oriented retail facility is forced to relocate out of the CRA and the CRA loses the significant tax increment as a result.

Continued on attached

5. Only minimum variance(s) granted. That the variance(s) granted is/are the minimum variance(s) that will make possible the reasonable use of the land, building or structure.

This is the minimum variance needed to accommodate tenant's minimum design needs to service the Key West Bight market. Secondly, the proposed location of the addition generally coincides with the existing approved Phase 2 expansion of Conch Harbor.

6. Not injurious to the public welfare. That granting of the variance(s) will be in harmony with the general intent and purpose of the land development regulations and that such variances will not be injurious to the area involved or otherwise detrimental to the public interest or welfare.

The proposed project is not injurious to the public welfare, and in fact will conform to and enhance the Caroline Street Corridor. The project will generate approximately \$20,000 - \$30,000 in new ad valorem taxes within the Caroline Street Corridor CRA. A parking study is underway to understand potential parking impacts associated with the proposal.

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



7. Existing nonconforming uses of other property shall not be considered as the basis for approval. That no other nonconforming use of neighboring lands, structures, or buildings in the same district, and that no other permitted use of lands, structures or buildings in other districts shall be considered grounds for the issuance of a variance.

Existing nonconforming uses of other properties are not considered as the basis for this variance request.

The Planning Board and/or Board of Adjustment shall make factual findings regarding the following:

- That the standards established in subsection (a) have been met by the applicant for a variance.
- That the applicant has demonstrated a "good neighbor policy" by contacting or attempting to contact all noticed property owners who have objected to the variance application, and by addressing the objections expressed by these neighbors. Please describe how you have addressed the "good neighbor policy."

5. Hardship Conditions Continued...

The literal interpretation and application of the below Sections would deprive the applicant of rights commonly enjoyed by other properties in this same zoning district under the terms of this ordinance and would work unnecessary and undue hardship on the applicant and the community at large.

1. Sec. 122-572 Schedule of off-street parking requirements. From the 143 required to the 71 proposed
2. Sec. 122-720(4)a. Maximum Building Coverage. From the maximum 50% to the proposed 56.8%
3. Sec. 122-720(4)b. Maximum Impervious Surface. From the maximum 60% to the proposed 86.1%
4. Sec. 122-720(6) Minimum Setbacks. From the 10 feet front setback required to the 5.6 feet proposed

The intent of the HRCC-2 zoning district¹ attempts to, among other goals:

- Further the goals and intent of the HRCC-2 future land use designation;
- Improve pedestrian linkages with adjacent and nearby activity centers;
- Protect and enhance opportunities for water-dependent and water-related land use activities;
- Implement urban design schemes which attract pedestrians and reinforce pedestrian linkages; and
- Create consistency with the redevelopment plan for the Key West Bight and the Caroline Street Redevelopment Area.

The proposed redevelopment plan and the granting of the requested variances will further the intent of the HRCC-2 zoning district by protecting and enhancing a water-related land use activity - *West Marine*. The redevelopment plan will create street-level retail space in a manner that accommodates West Marine's needs within the immediate vicinity of the Key West Bight. The plan proposes an urban design scheme that brings the building forward to the streetscape to create and enhance pedestrian linkages in a manner consistent with the Comprehensive Plan and the KW Bight Master Plan. The proposal also furthers the Bight Master Plan's intent to encourage the creation of high-end retail along the harbor walk and street-level water-related retail.

Urban design streetscapes are characterized by narrow setbacks and pedestrian-oriented structures and land uses. The literal application of the setback requirements, in this case, will result in specific hardships and act to contradict the goals of the comprehensive plan, the Historic District, and the KW Bight Master Plan. The existing average setback along the Caroline Street corridor is less than the district minimum; the proposed setback for the redevelopment (5.6 feet) is designed to reflect the existing and historic streetscape and to further the district's pedestrian-oriented goals including the inclusion of street level landscaping. The proposed design embraces the existing and historic streetscape and the relationships between the street and the existing historic structures, as encouraged by the HARC Guidelines. To locate this proposed structure on the site with historically inconsistent setbacks will result in a degradation and disruption in the urban fabric of the Corridor and an overall reduction in the integrity of the historic district. The creation of landscaped open space, in addition to the existing approved active recreation open space, is proposed to further the pedestrian oriented nature of the corridor even though the

comprehensive plan contemplated at least one scenario¹ whereby this site could have been developed with no open space requirement.

This area of the Caroline Street Corridor has serious stormwater management issues. The adjacent intersection floods regularly. Stormwater runoff from the public rights-of-way regularly flood into the existing development site. Impervious surface ratios were initially created to allow ground-absorption of stormwater in an attempt to reduce stormwater runoff. The proposed redevelopment will employ a state-of-the-art stormwater management system, which exceeds the minimum code requirements by over 300%². The system will not only treat water from the redevelopment site it will also treat right-of-way runoff (currently street water runs down into the parking garage when the corner floods). The proposed system will capture this water and treat it within the onsite system. This treatment of street-water and the excess onsite capacity produces a public benefit that far exceeds that which would be handled through the minimum pervious surface required under the code.

A literal interpretation of the above referenced code sections would create an undue hardship on the property owner and the people of Key West. The literal application of the code in this case would require the redevelopment to occur in a manner contrary to the goals and intent of the comprehensive plan, the land development regulations, and the KW Bight Master Plan. The property owner could be forced to pave most of the existing site in order to meet the code-predicted parking impact even though extensive data and analysis demonstrates the code-predicted parking requirements are excessive and inapplicable to the existing and proposed development. Unnecessary pavement and parking lots contravene the pedestrian-oriented, urban design streetscape goals of the community-adopted plans.

The existing structure was designed in a manner that is inconsistent with the plans' intents. To withhold variances based, not on the unique and specific details of the existing and proposed development, but instead on the general requirements and predictions of code, will result in a development that neither meets the needs of the tenant nor the goals of the publicly adopted comprehensive and master plans.

Data and analysis demonstrates that the existing and proposed redevelopment consists of unique users with documented histories regarding parking needs. The attached Traf Tech Engineering Inc. parking study demonstrates that the existing parking is significantly underutilized as a result of several factors including the property's water-dependant and water-related nature, the KW Bight boardwalk and the area's pedestrian-oriented nature.

¹ Sec. 122-716. - Intent.

- (a) Consistent with the comprehensive plan future land use map, the HRCC-2 Key West Bight district includes the Key West Bight area. Development within this district shall reinforce the following:
- (1) Preservation of public waterfront access as well as waterfront views;
 - (2) Improved pedestrian linkages with adjacent and nearby activity centers;
 - (3) Protection and enhancement of opportunities for water-dependent and water-related land use activities, while preventing undue concentrations of population within the coastal high hazard area;
 - (4) Accommodation of public improvements necessary to achieve redevelopment plan objectives;
 - (5) Implementation of urban design schemes which attract pedestrians, increase waterfront exposure, reinforce the ambiance of the waterfront, and regulate against structures which wall off or otherwise inhibit access to waterfront views, strategic open spaces, or pedestrian linkages; and
 - (6) Consistency with the redevelopment plan for the Key West Bight and the Caroline Street Redevelopment Area.

¹ Comprehensive Plan Policy 1-2.3.3

² Please see attached Stormwater plans.

Brendon,

As you requested, here is summary of the Parking Situation at Conch Harbor. Parking Summary The original project was approved in 1998 with a miscalculation for parking on the architectural plans. The plans showed 108 parking spaces required, while the associated application stated 110 were required – both were incorrect. When we apply the parking regulations, in effect at the time, against the then proposed development, the correct number of spaces required by code should have been 98. We're not able to identify the source of the difference between the 108 on the plans and the 110 in the associated application, therefore we assume the difference to have been typographical error; however for the difference between the 108 and the 98 we identified a misapplication of Sec. 108-573 with regard to the existing docks, which resulted in an over-prediction of parking needs. Thus our starting point with regard to the existing parking required by code, at the time, is 98 spaces (66 of which were provided on site). The proposed redevelopment will add another 44 required spaces as currently predicted by KW Code Sec. 108-572.

As part of our due diligence, we hired Traf Tech Engineering, Inc. to perform a parking study on the Conch Harbor property as well as the surrounding Bight area to determine both the functional parking need of the existing and proposed uses and the overall parking situation of the immediate area. The engineering study demonstrated, through data and analysis, that 1. the existing development and proposed redevelopment consists of unique users with documented histories regarding parking needs, which were dramatically less than predicted by the literal application of the code, 2. that the existing parking is significantly underutilized as a result of several factors including the property's water-dependent and water-related nature, the KW Bight boardwalk and the area's over-all pedestrian-oriented nature, and 3. the proposed 71 onsite parking spaces will more than accommodate the existing and proposed uses.

It is also important to note that the redevelopment will increase the onsite bike/scooter spaces to 123. Bike/scooter is the primary mode of transport for land-based consumer trips to and from Conch Harbor. Finally, a 10-yr agreement for the full-rate lease of 10 spaces and the reservation of an additional 39 in the City's Park and Ride facility on Grinnell Street is proposed. The agreement calls for a follow-up parking study to occur not less than 3 years after the redevelopment is in full operation, or as the City deems otherwise appropriate. The results of that study may be used to alter the parking reservation agreement, if necessary. Notwithstanding the above and the ability to comply with parking by arguing the applicability of Sec. 108-574 and Sec. 108-576, Conch Harbor has chosen to follow the more conservative and literal interpretation of code and instead is seeking approval of the above parking program by going through the public hearing process for variances. Conch Harbor believes the public involvement of the variance process will provide a more inclusive and transparent approval process and result in a more successful and community-oriented development.

Trepanier & Associates, Inc. Land Planners & Development Consultants

402 Appelrouth Lane, P.O. Box 2155

Key West, FL 33045-2155



October 8, 2012

RE: Proposed West Marine - Conch Harbor – Key West, FL.

To whom it may concern:

We are excited about the opportunity to relocate and expand our store in Key West to the Conch Harbor development. With the 68 spaces in the on site parking garage and the close proximity of the 251 stalls in the city garage, we feel the 12 spaces designated for West Marine customer use is sufficient to handle our needs during peak days/hours. We are also looking forward to the added exposure to pedestrian traffic as well, especially from the Fort Myers – Key West Ferry.

Please feel free to call me at 904-264-1238 or contact me via email at paulco@westmarine.com if you have any questions or need any additional information.

Regards,

A handwritten signature in black ink that reads 'Paul A. Cooper'.

Paul Cooper
Director of Real Estate – Store Development
West Marine
T 904-264-1238 | C 831-295-9174
paulco@westmarine.com | www.westmarine.com

Conch Harbor Marina

Key West, Florida

parking study



prepared for:
Conch Harbor Retail Center, LLC

Traf Tech
ENGINEERING, INC.

September 2012

Conch Harbor Marina

951 Caroline Street

Key West, Florida

Parking Study

September 2012

Prepared for:

Conch Harbor Retail Center, LLC
951 Caroline Street
Key West, Florida 33040

Prepared by:

Traf Tech Engineering, Inc.
8400 N. University Drive, Suite 309
Tamarac, Florida 33321
Phone: (954) 560-7103
Fax: (954) 582-0989

September 17, 2012

Mr. Craig Hunt
Conch Harbor Marina and Retail Center
951 Caroline Street
Key West, Florida 33040

**Re: Conch Harbor Marina
Parking Study**

Dear Craig:

Traf Tech Engineering, Inc. is pleased to provide you with the results of the parking study undertaken for the proposed expansion of the Conch Harbor Marina located in the northwest corner of the intersection at Caroline Street and Grinnell Street in Key West, Monroe County, Florida. It has been a pleasure working with you and your staff on this project.

Please do not hesitate to contact me if you have any questions.

TRAF TECH ENGINEERING, INC.

A handwritten signature in black ink, appearing to read 'Karl B. Peterson', with a stylized flourish at the end.

Karl B. Peterson, P.E.
Senior Transportation Engineer

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INTRODUCTION

The Conch Harbor Marina is an existing marina and commercial retail facility located in the northwest quadrant of the intersection of Caroline Street and Grinnell Street in the City of Key West, Monroe County, Florida. Figure 1 on the following page shows the location of the project site in relation to the surrounding roadway network.

The owner of this facility, Conch Harbor Retail Center, LLC, has proposed to expand the existing retail space at this location. Traf Tech Engineering, Inc. has been retained to prepare a parking study for the proposed retail expansion. This study addresses the supply of parking in the immediate area, parking demand (as measured in the field and adjusted for average peak season conditions), and parking availability that takes into consideration the proposed retail expansion.

This parking study is divided into five (5) sections, as listed below:

1. Inventory
2. Nearby Public Parking Spaces
3. Parking Counts
4. Parking Analysis
5. Conclusions and Recommendations



LEGEND

Project Site

FIGURE 1
 Conch Harbor Marina
 Key West, Florida

PROJECT LOCATION MAP

Traf Tech
 ENGINEERING, INC.

INVENTORY

Existing Land Uses, Access and Parking

The existing Conch Harbor Marina site consists of the following land uses and intensities:

- 27,000 square feet of retail space (including restaurant, bar, and office uses)
- 40 slip boat marina
- 66 on-site parking spaces

Vehicular access to this marina / retail facility is provided by a circular driveway at the north end of Grinnell Street and another driveway that provides direct access to the parking garage under the retail portion of the development.

Proposed Land Uses, Access and Parking

The existing retail component on the subject site is proposed to be expanded by 13,500 square feet. Therefore, the total retail development at Conch Harbor Marina will be 40,500 square feet (i.e. 27,000 square feet plus 13,500 square feet). As part of this retail expansion, an additional five (5) parking spaces will be provided on-site. Other elements of this facility, such as the number of boat slips and the vehicular access points, will remain unchanged. For purposes of this parking study, the proposed retail expansion is anticipated to be completed and open for business by early 2014.

PARKING COUNTS

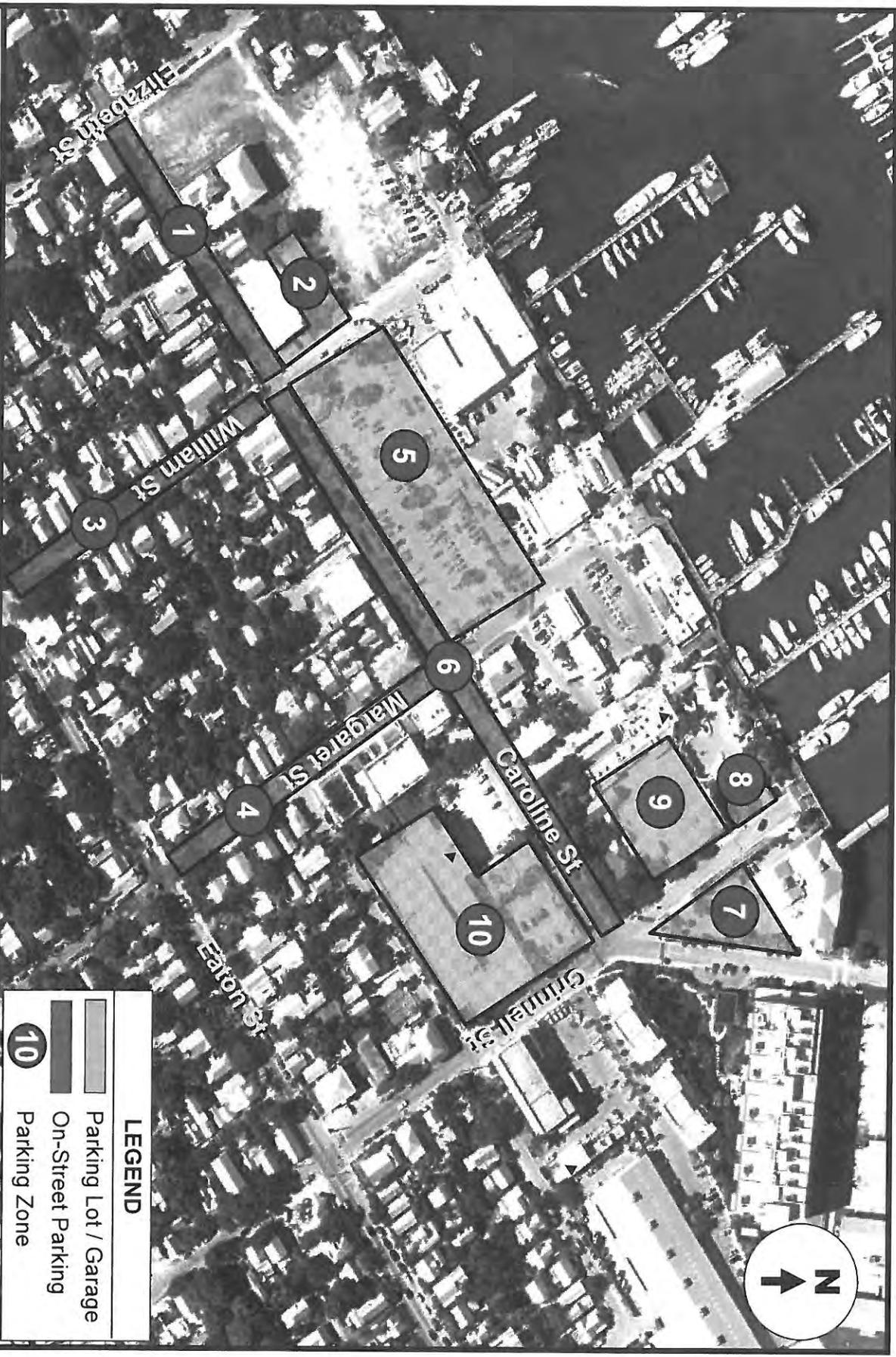
In order to establish a baseline for both parking supply and parking demand in the area of the Conch Harbor Marina, parking counts were performed by qualified transportation engineers. Prior to the actual parking counts, a review of the area was conducted and conversations were held with City staff relative to the parking areas that should be considered as part of this study. The study area was divided into ten (10) “parking zones” that are described briefly below and depicted graphically in Figure 2 on the following page.

1. Caroline Street (from William Street to Elizabeth Street): 12 parking spaces
2. West Marine Store: 19 parking spaces
3. William Street (from Caroline Street to Eaton Street): 31 parking spaces
4. Margaret Street (from Caroline Street to Eaton Street): 25 parking spaces
5. Key West Bight Parking Lots: 131 parking spaces (+ 10 handicap spaces)
6. Caroline Street (from William Street to Grinnell Street): 23 parking spaces
7. Ferry Parking Lot: 19 parking spaces
8. Conch Harbor Marina (traffic circle): 4 parking spaces
9. Conch Harbor Marina Parking Garage: 62 parking spaces (+ 4 handicap spaces)
10. Key West Old Town Garage: 248 public parking spaces (+ 6 handicap spaces)
(Note: For data collection purposes, this zone was subdivided into six (6) “sub-zones” defined generally by garage floors and ramps.)

The total number of existing public parking spaces (excluding handicap spaces) considered as part of this parking study is 574.

The parking counts were performed on Friday, July 13, 2012 from 3:00 PM to 8:00 PM and on Saturday, July 14, 2012 from 10:00 AM to 5:00 PM. The peak parking demand on Friday occurred between 5:30 PM and 6:00 PM with 330 occupied parking spaces (or, 57% occupancy of the available public parking spaces within the study area). The peak parking demand on Saturday occurred between 3:30 PM and 4:00 PM with 364 occupied parking spaces (or, 63% occupancy). The detailed parking data by parking zone and time of day is presented in Appendix A.

PARKING ZONES



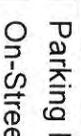
LEGEND	
	Parking Lot / Garage
	On-Street Parking
	Parking Zone

FIGURE 2
Conch Harbor Marina
Key West, Florida

PARKING ANALYSIS

This section of the report analyzes the parking data collected in the field, adjusts the data to reflect average peak season conditions, and estimates the demand associated with the expansion of the retail component of the Conch Harbor Marina as well as other nearby planned projects. The result of these analyses is an estimate of the projected average peak season parking demand as it relates to the available parking supply within the immediate area of the Conch Harbor Marina.

Average Peak Season Adjustment

Since the parking data for this analysis was collected during mid-July, it is necessary to adjust the parking counts to reflect the seasonality exhibited in the Florida Keys, especially in Key West. Traffic data utilized for analyses conducted in south Florida (including the Florida Keys) is typically adjusted to reflect “average peak season” conditions. This is accomplished by utilizing a multiplier that converts traffic related data collected during specific weeks of the year to average peak season conditions representing the average of the highest 13 weeks of the year.

The Florida Department of Transportation (FDOT) publishes peak season adjustment factors for each county in the State of Florida. For Monroe County, traffic related counts performed on July 13 and 14 can be adjusted to average peak season conditions by multiplying the values by 1.05. In other words, the data should be increased by 5% in order to reflect average peak season conditions for the study area.

Since these peak season adjustment factors are published for all of Monroe County, further, more localized analyses were performed. The FDOT maintains a permanent traffic count station on US 1 / Overseas Highway 200 feet east of Cow Key Bridge (Station 0165) near Key West. A detailed analysis of this traffic count location indicates that traffic in Key West should be adjusted by a factor of 1.11 (or +11%) in order to reflect average peak season conditions.

To further refine this peak season adjustment analysis, parking data for the Conch Harbor Marina parking garage and the City of Key West was reviewed. A review of the parking data for the Conch Harbor Marina parking garage indicates that parking data collected in the month of July should be adjusted by +6% in order to reflect average peak season conditions. While consistent with the countywide adjustment factors reported by FDOT, it is slightly lower than the adjustment factor derived from the data collected at the permanent count station on US 1.

The City of Key West provided access to the City's parking data for the purposes of this analysis. A review of the City's parking data for the past year (August 25, 2011 to August 22, 2012) indicates that parking demand during the week of July 12 – 18, 2012 should be adjusted by a factor of 1.11 (or, +11%) in order to represent average peak season demand for parking in Key West.

As a result of this analysis, it is evident that the parking data collected in mid-July of this year should be adjusted between +5% and +11% in order to reflect the average peak season conditions of Key West. In order to present a conservative analysis (or, worst-case scenario), the background parking demand will be increased by 11% to represent the demand exhibited during the average peak season conditions. The supporting data for this analysis is presented in Appendix B.

Conch Harbor Marina – Retail Vacancy

At the time of the parking data collection effort (July 13 and 14, 2012) approximately 3,755 square feet of the Conch Harbor Marina retail component were vacant. In order to account for the potential parking demand associated with this retail space, the number of parking spaces required by City Code was added to the overall parking demand. At one (1) parking space per 300 square feet of retail space, this yields a demand for 13 parking spaces.

Conch Harbor Marina – Proposed Retail Expansion

As mentioned previously, a 13,500 square foot expansion of the retail space at the Conch Harbor Marina is proposed. City Code requires one (1) parking space per 300 square feet of retail space and one parking space per 600 feet of warehouse / storage area. Based upon the configuration of the proposed retail facility (12,192 square feet of retail space and 1,308 square feet of warehouse / storage area), 44 parking spaces will be required. As part of the proposed expansion, five (5) additional parking spaces will be created immediately adjacent to the building.

Other Nearby Planned Projects

There are two planned projects in the immediate area of the Conch Harbor Marina. One project involves the development of a 96-unit hotel complex at 223 Elizabeth Street which is the site of the former Jabour's Campground and Trailer Court. The parking requirements for this development will be satisfied with 63 on-site parking spaces and 26 off-site parking spaces which will be leased in the Key West Bight parking lot. These 26 off-site parking spaces must be considered with respect to the future demand in the area as it relates to this parking study.

The other project involves the development of a restaurant / brewery to be located at 201 William Street in the former Waterfront Market warehouse building. This building is located within the historic commercial pedestrian oriented area and no new floor area is proposed. As such, no new parking spaces are required as a result of this redevelopment project.

Projected Peak Parking Demand

Table 1 on the following page presents the projected peak parking demand within the immediate area of the Conch Harbor Marina. This projection is based upon actual field parking counts, adjustments for average peak season conditions, and adjustments for existing retail vacancies and planned projects in the study area.

Table 1 Projected Parking Availability Conch Harbor Marina - Key West, Florida					
Parking Zone	Number of Available Parking Spaces	Time Intervals (Number of Parked Vehicles)			
		Friday (Peak Hour)		Saturday (Peak Hour)	
		5:30 PM to 6:00 PM	6:00 PM to 6:30 PM	3:30 PM to 4:00 PM	4:00 PM to 4:30 PM
1	12	12	13	13	11
2	19	13	13	8	9
3	31	30	29	32	30
4	25	22	24	23	23
5	131	108	106	127	116
6	23	22	22	17	16
7	19	0	1	5	4
8	4	2	2	1	1
9	62	29	31	27	29
10 - Level 1	24	21	18	21	23
10 - Level 2	48	38	35	47	46
10 - Level 3	46	9	9	17	17
10 - Level 4	48	16	16	17	18
10 - Level 5	34	0	0	0	0
10 - Level 6	48	8	8	9	9
Proposed Parking Spaces	5	N/A	N/A	N/A	N/A
Total	579	330	327	364	352
<i>Seasonal Adjustment (x 1.11)</i>		366	363	404	391
Parking Spaces Required for:					
- Conch Harbor Vacancy (3,755 SF as of 7/17/12)		13	13	13	13
- Proposed Conch Harbor Expansion (13,500 SF)		44	44	44	44
- Planned Hotel at 223 Elizabeth Street		26	26	26	26
Total Peak Demand		449	446	487	474
Available Spaces		130	133	92	105

Source: Traf Tech Engineering, Inc., September 2012.

As indicated in Table 1 above, the total average peak season parking demand within the immediate area of the Conch Harbor Marina is projected to range from 449 occupied parking spaces during the peak hour (5:30 PM to 6:30 PM) on Fridays to 487 occupied parking spaces during the peak hour (3:30 PM to 4:30 PM) on Saturdays. During these peak time periods (when accounting for seasonal variations and projected parking demand associated with planned development), the total number of available parking spaces is estimated to be no less than 92.

CONCLUSIONS AND RECOMMENDATIONS

The Conch Harbor Marina is an existing marina and commercial retail facility located in the northwest quadrant of the intersection of Caroline Street and Grinnell Street in the City of Key West, Monroe County, Florida. The owner of the marina, Conch Harbor Retail Center, LLC, has proposed to construct an additional 13,500 square feet of retail space at this location.

In order to establish a baseline for both parking supply and parking demand in the area of the Conch Harbor Marina, parking counts were performed by qualified transportation engineers. The parking counts were performed on Friday, July 13, 2012 from 3:00 PM to 8:00 PM and on Saturday, July 14, 2012 from 10:00 AM to 5:00 PM. The peak parking demand on Friday occurred between 5:30 PM and 6:00 PM with 330 occupied parking spaces (or, 57% occupied). The peak parking demand on Saturday occurred between 3:30 PM and 4:00 PM with 364 occupied parking spaces (or, 63% occupied).

Adjustments to the field parking counts were made in order to reflect average peak season conditions as well as for current retail vacancies at the Conch Harbor Marina, the proposed retail expansion of the Conch Harbor Marina, and other planned projects in the study area. During the peak time periods (Fridays between 5:30 PM and 6:30 PM and Saturdays between 3:30 PM and 4:30 PM), the total number of available parking spaces is estimated to be no less than 92. Given that this demand includes the parking required by Code for the proposed retail expansion of the Conch Harbor Marina, it is evident that the existing parking supply in the Key West Bight area is sufficient to meet the anticipated average peak season parking demand.

In other words, the existing parking supply at the Conch Harbor Marina parking garage, the new proposed five (5) parking spaces, and the nearby (within walking distance) public parking spaces are sufficient to comfortably accommodate the future parking demand of the study area during average peak season conditions.

Appendix A
Parking Data

Traf Tech

ENGINEERING, INC.
 8400 N. University Drive
 Suite 309
 Tamarac, Florida 33321
 (954) 582-0988

Project: Conch Harbor Marina
Analyst: KBP / JEV
Project No.: 16.589
Day: Friday
Time Period: 3:00 PM to 8:00 PM

Parking Zone	Number of Available Spaces	Time Intervals (Number of Parked Vehicles)									
		3:00 PM to 3:30 PM	3:30 PM to 4:00 PM	4:00 PM to 4:30 PM	4:30 PM to 5:00 PM	5:00 PM to 5:30 PM	5:30 PM to 6:00 PM	6:00 PM to 6:30 PM	6:30 PM to 7:00 PM	7:00 PM to 7:30 PM	7:30 PM to 8:00 PM
1	12	12	12	13	11	11	12	13	13	12	15
2	19	9	8	11	12	15	13	13	11	11	11
3	31	33	32	29	31	28	30	29	27	29	29
4	25	24	23	24	24	22	22	24	21	22	26
5	131	92	91	90	95	104	108	106	106	109	112
6	23	6	7	14	16	17	22	22	22	23	26
7	19	2	3	4	4	2	0	1	2	1	0
8	4	3	3	1	1	1	2	2	1	1	1
9	62	32	31	32	29	29	29	31	24	22	20
10-1	24	19	20	22	21	22	21	18	20	19	21
10-2	48	42	42	44	43	40	38	35	35	37	34
10-3	46	7	6	6	6	8	9	9	8	8	8
10-4	48	16	16	15	15	15	16	16	16	16	16
10-5	34	0	0	0	0	0	0	0	0	0	0
10-6	48	9	9	8	8	8	8	8	8	8	8
Total	574	306	303	313	316	322	330	327	314	318	327

Traf Tech

ENGINEERING, INC.

8400 N. University Drive
Suite 309
Tamarac, Florida 33321
(954) 582-0988

Project: Conch Harbor Marina

Analyst: KBP

Project No.: 16.589

Date: Saturday, July 14, 2012

Time Period: 10:00 AM to 5:00 PM

Parking Zone	Number of Available Spaces	Time Intervals (Number of Parked Vehicles)													
		10:00 AM to 10:30 AM	10:30 AM to 11:00 AM	11:00 AM to 11:30 AM	11:30 AM to 12:00 PM	12:00 PM to 12:30 PM	12:30 PM to 1:00 PM	1:00 PM to 1:30 PM	1:30 PM to 2:00 PM	2:00 PM to 2:30 PM	2:30 PM to 3:00 PM	3:00 PM to 3:30 PM	3:30 PM to 4:00 PM	4:00 PM to 4:30 PM	4:30 PM to 5:00 PM
1	12	13	14	14	14	14	13	14	15	15	14	14	13	11	11
2	19	12	13	12	13	7	8	9	11	10	12	8	8	9	8
3	31	29	30	30	31	30	31	33	29	31	30	29	32	30	32
4	25	24	23	24	24	23	24	25	21	21	21	21	23	23	25
5	131	71	85	97	93	106	121	116	115	110	109	122	127	116	105
6	23	16	15	15	17	15	21	17	18	19	22	16	17	16	20
7	19	0	0	1	0	0	1	2	2	1	2	2	5	4	4
8	4	1	2	1	1	1	2	2	2	2	2	1	1	1	1
9	62	23	21	22	22	23	23	22	23	23	25	25	27	29	30
10-1	24	22	19	18	20	23	23	25	25	24	24	22	21	23	24
10-2	48	39	41	40	41	42	41	43	44	46	45	46	47	46	47
10-3	46	8	5	6	6	7	7	7	8	10	12	17	17	17	17
10-4	48	15	15	15	15	15	16	15	15	16	16	16	17	18	18
10-5	34	0	0	0	0	0	0	0	0	0	0	0	0	0	0
10-6	48	9	9	9	9	9	9	9	9	9	9	9	9	9	9
Total	574	282	292	304	306	315	340	339	337	337	343	348	364	352	351

Appendix B
Peak Season Adjustment Analysis

Exhibit A

2011 PEAK SEASON FACTOR CATEGORY REPORT - REPORT TYPE: ALL
 CATEGORY: 9000 MONROE COUNTYWIDE

WEEK	DATES	SF	MOCF: 0.91 PSCF
1	01/01/2011 - 01/01/2011	1.01	1.10
2	01/02/2011 - 01/08/2011	1.01	1.10
3	01/09/2011 - 01/15/2011	1.00	1.09
4	01/16/2011 - 01/22/2011	0.98	1.07
5	01/23/2011 - 01/29/2011	0.96	1.05
* 6	01/30/2011 - 02/05/2011	0.94	1.03
* 7	02/06/2011 - 02/12/2011	0.93	1.02
* 8	02/13/2011 - 02/19/2011	0.91	0.99
* 9	02/20/2011 - 02/26/2011	0.90	0.98
*10	02/27/2011 - 03/05/2011	0.89	0.97
*11	03/06/2011 - 03/12/2011	0.88	0.96
*12	03/13/2011 - 03/19/2011	0.87	0.95
*13	03/20/2011 - 03/26/2011	0.89	0.97
*14	03/27/2011 - 04/02/2011	0.91	0.99
*15	04/03/2011 - 04/09/2011	0.92	1.01
*16	04/10/2011 - 04/16/2011	0.94	1.03
*17	04/17/2011 - 04/23/2011	0.95	1.04
*18	04/24/2011 - 04/30/2011	0.96	1.05
19	05/01/2011 - 05/07/2011	0.97	1.06
20	05/08/2011 - 05/14/2011	0.98	1.07
21	05/15/2011 - 05/21/2011	0.99	1.08
22	05/22/2011 - 05/28/2011	1.00	1.09
23	05/29/2011 - 06/04/2011	1.00	1.09
24	06/05/2011 - 06/11/2011	1.01	1.10
25	06/12/2011 - 06/18/2011	1.01	1.10
26	06/19/2011 - 06/25/2011	1.00	1.09
27	06/26/2011 - 07/02/2011	0.99	1.08
28	07/03/2011 - 07/09/2011	0.98	1.07
29	07/10/2011 - 07/16/2011	0.96	1.05
30	07/17/2011 - 07/23/2011	0.98	1.07
31	07/24/2011 - 07/30/2011	1.00	1.09
32	07/31/2011 - 08/06/2011	1.01	1.10
33	08/07/2011 - 08/13/2011	1.03	1.13
34	08/14/2011 - 08/20/2011	1.05	1.15
35	08/21/2011 - 08/27/2011	1.07	1.17
36	08/28/2011 - 09/03/2011	1.10	1.20
37	09/04/2011 - 09/10/2011	1.12	1.22
38	09/11/2011 - 09/17/2011	1.15	1.26
39	09/18/2011 - 09/24/2011	1.15	1.26
40	09/25/2011 - 10/01/2011	1.14	1.25
41	10/02/2011 - 10/08/2011	1.14	1.25
42	10/09/2011 - 10/15/2011	1.13	1.24
43	10/16/2011 - 10/22/2011	1.12	1.22
44	10/23/2011 - 10/29/2011	1.10	1.20
45	10/30/2011 - 11/05/2011	1.08	1.18
46	11/06/2011 - 11/12/2011	1.06	1.16
47	11/13/2011 - 11/19/2011	1.05	1.15
48	11/20/2011 - 11/26/2011	1.04	1.14
49	11/27/2011 - 12/03/2011	1.03	1.13
50	12/04/2011 - 12/10/2011	1.02	1.12
51	12/11/2011 - 12/17/2011	1.01	1.10
52	12/18/2011 - 12/24/2011	1.01	1.10
53	12/25/2011 - 12/31/2011	1.00	1.09

* PEAK SEASON

14-FEB-2012 14:42:38

830UPD [1,0,0,1]

6_9000_PKSEASON.TXT

Exhibit A

**FDOT Permanent Count Station
Station 0165
200 Feet East of Cow Key Bridge
YEAR: 2011**

Weekly Traffic	Sorted	Highest 13 wks	Week	PSF
1 261057	292993	292993	1	1.07
2 259454	287950	287950	2	1.07
3 257307	286070	286070	3	1.08
4 260843	284792	284792	4	1.07
5 268562 *	284279	284279	5	1.04
6 272267 *	279616	279616	6	1.02
7 287950 *	276991	276991	7	0.97
8 284792 *	273437	273437	8	0.98
9 286070 *	272267	272267	9	0.97
10 292993 *	271027	271027	10	0.95
11 284279 *	270513	270513	11	0.98
12 279616 *	268562	268562	12	0.99
13 276991 *	268121	268121	13	1.00
14 271027 *	264069	Total: 3616618	14	1.03
15 268121 *	262628	Avg: 278201.4	15	1.04
16 273437 *	261057		16	1.02
17 264069	260843		17	1.05
18 256737	259949		18	1.08
19 255071	259454		19	1.09
20 253896	259411		20	1.10
21 253489	259266		21	1.10
22 249274	257307		22	1.12
23 252526	256976		23	1.10
24 250704	256737		24	1.11
25 250133	255071		25	1.11
26 250841	253896		26	1.11
27 243112	253489		27	1.14
28 250218	252526		28	1.11
29 250241	250842		29	1.11
30 262628	250841		30	1.06
31 250267	250704		31	1.11
32 256976	250267		32	1.08
33 248373	250241		33	1.12
34 234634	250218		34	1.19
35 233619	250133		35	1.19
36 228739	249274		36	1.22
37 236721	248373		37	1.18
38 232580	248272		38	1.20
39 230234	248243		39	1.21
40 233194	247201		40	1.19
41 231053	243112		41	1.20
42 224910	236721		42	1.24
43 210286	234634		43	1.32
44 259949	233619		44	1.07
45 259266	233194		45	1.07
46 250842	232580		46	1.11
47 232040	232040		47	1.20
48 248272	231053		48	1.12
49 248243	230234		49	1.12
50 247201	228739		50	1.13
51 259411	224910		51	1.07
52 270513 *	210286		52	1.03

Exhibit A

Conch Harbor Marina Parking Garage

Year	Month	Revenue	Sort	Highest 3 Mo.		Monthly Adjustment
2010	October	\$3,078.35	\$6,021.60	\$6,021.60	October	1.88
	November	\$5,895.96 *	\$5,895.96	\$5,895.96	November	0.98
	December	\$4,016.34	\$5,488.81	\$5,488.81	December	1.44
2011	January	\$6,021.60 *	\$4,998.78	\$17,406.37	January	0.96
	February	\$3,859.28	\$4,466.71		February	1.50
	March	\$2,695.47	\$4,130.89	\$5,802.12	March	2.15
	April	\$3,646.63	\$4,016.34		April	1.59
	May	\$4,998.78	\$3,859.28		May	1.16
	June	\$3,800.96	\$3,800.96		June	1.53
	July	\$5,488.81 *	\$3,646.63		July	1.06
	August	\$4,466.71	\$3,078.35		August	1.30
	September	\$4,130.89	\$2,695.47		September	1.40

Exhibit A

City of Key West, FL Parking Revenue

	Week			Key West - All	Sorted	Highest 13 wks	Week	PSF
2011	1	25-Aug	31-Aug	\$41,340	100,225	100,225	1	2.16
	2	1-Sep	7-Sep	59,304	97,185	97,185	2	1.51
	3	8-Sep	14-Sep	41,619	96,177	96,177	3	2.15
	4	15-Sep	21-Sep	45,875	95,165	95,165	4	1.95
	5	22-Sep	28-Sep	44,073	91,404	91,404	5	2.03
	6	29-Sep	5-Oct	47,064	87,788	87,788	6	1.90
	7	6-Oct	12-Oct	49,869	86,201	86,201	7	1.79
	8	13-Oct	19-Oct	42,878	86,065	86,065	8	2.09
	9	20-Oct	26-Oct	63,305	85,986	85,986	9	1.41
	10	27-Oct	2-Nov	62,818	85,852	85,852	10	1.42
	11	3-Nov	9-Nov	64,136	83,880	83,880	11	1.39
	12	10-Nov	16-Nov	71,071	83,444	83,444	12	1.26
	13	17-Nov	23-Nov	59,204	83,364	83,364	13	1.51
	14	24-Nov	30-Nov	61,763	83,239		14	1.45
	15	1-Dec	7-Dec	44,786	82,881	Total: 1,162,736	15	2.00
	16	8-Dec	14-Dec	45,180	82,777	Average: 89,441	16	1.98
	17	15-Dec	21-Dec	53,431	81,617		17	1.67
	2012	18	22-Dec	28-Dec	80,721	80,721		18
19		29-Dec	4-Jan	100,225	80,580		19	0.89
20		5-Jan	11-Jan	61,677	78,718		20	1.45
21		12-Jan	18-Jan	69,960	74,625		21	1.28
22		19-Jan	25-Jan	66,892	73,734		22	1.34
23		26-Jan	1-Feb	65,120	73,096		23	1.37
24		2-Feb	8-Feb	67,960	71,071		24	1.32
25		9-Feb	15-Feb	82,881	69,960		25	1.08
26		16-Feb	22-Feb	97,185	69,797		26	0.92
27		23-Feb	29-Feb	85,852	69,085		27	1.04
28		1-Mar	7-Mar	91,404	68,157		28	0.98
29		8-Mar	14-Mar	95,165	67,960		29	0.94
30		15-Mar	21-Mar	96,177	66,892		30	0.93
31		22-Mar	28-Mar	86,201	65,401		31	1.04
32		29-Mar	4-Apr	85,986	65,339		32	1.04
33		5-Apr	11-Apr	87,788	65,120		33	1.02
34		12-Apr	18-Apr	74,625	64,136		34	1.20
35		19-Apr	25-Apr	69,085	63,460		35	1.29
36		26-Apr	2-May	65,401	63,305		36	1.37
37		3-May	9-May	69,797	63,139		37	1.28
38		10-May	16-May	63,460	62,818		38	1.41
39		17-May	23-May	68,157	61,763		39	1.31
40		24-May	30-May	82,777	61,677		40	1.08
41		31-May	6-Jun	63,139	59,304		41	1.42
42		7-Jun	13-Jun	73,734	59,204		42	1.21
43		14-Jun	20-Jun	78,718	53,431		43	1.14
44		21-Jun	27-Jun	73,096	49,869		44	1.22
45		28-Jun	4-Jul	83,364	47,064		45	1.07
46		5-Jul	11-Jul	86,065	45,875		46	1.04
47		12-Jul	18-Jul	80,580	45,180		47	1.11
48		19-Jul	25-Jul	83,444	44,786		48	1.07
49		26-Jul	1-Aug	83,880	44,073		49	1.07
50		2-Aug	8-Aug	83,239	42,878		50	1.07
51		9-Aug	15-Aug	81,617	41,619		51	1.10
52		16-Aug	22-Aug	65,339	41,340		52	1.37

Exhibit B

Conch Harbor Parking Worksheet	Code Required		On Property					City Operated Old Town Garage				
	Auto	Bicycle / Scooter	Auto	Auto Handicap	Bicycle / Scooter	Auto Equivalent	Needed Per Code	Parking Agreement				
Existing Conch Harbor	110	27.5	61	5	61	8.4	35.6					
Proposed West Marine	44	11	7	1	62	12.8	23.3					
Parking Waiver Zone	-10						-10.0					
Total	144	38.5	68	6	123	21.1	48.9					
								Per Month	Per Year	Total		
								Reservation Agreement	39.0	44.17	530.00	20670
								Park & Ride Monthly	10.0	107.25	1287.00	12870
								49.0		Total	33540	

Verification Form



RECEIVED

July 2, 2012

KW Planning Dpt

City of Key West Planning Department



Verification Form

(Where Authorized Representative is an entity)

I, Owen Trepanier, in my capacity as Principal
(print name) *(print position; president, managing member)*

of Trepanier and 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:

951-955 Caroline Street

Street Address of subject property

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

Owen Trepanier for Trepanier & Associates
Signature of Authorized Representative

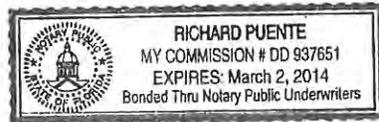
Subscribed and sworn to (or affirmed) before me on this 6-28-2012 by
date

Owen Trepanier
Name of Authorized Representative

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

Richard Puente
Notary's Signature and Seal

Richard Puente
Name of Acknowledger typed, printed or stamped



DD 937651
Commission Number, if any

Authorization Form

Authorization Form



RECEIVED

July 2, 2012

KW Planning Dpt

I, Conch Harbor Retail Center, LLC., C/o Craig H. Hunt authorize
Please Print Name(s) of Owner(s)

Trepanier & Associates, Inc. to be the representative for 951-955 Caroline St., Key West, FL 33040
Address/ Project Name

and act on my/our behalf with regard to this issue.

Craig Hunt

Signature of Owner

Craig H. Hunt, MGRM Conch Harbor Marina, LLC.

Craig Hunt

Signature of Joint/Co-owner if applicable

Conch Harbor Marina, LLC., MGRM Conch Harbor Retail Center, LLC.

Subscribed and sworn to (or affirmed) before me on 6-21-2012 (date) by

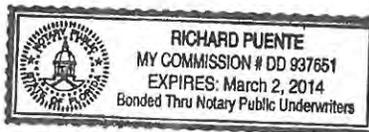
Craig Hamilton Hunt

Please Print Name of Affiant

He/She is personally known to me or has presented Florida Driver Lic # H530-108-52-292-0
as identification.

Richard Puente

Notary's Signature and Seal



Richard Puente

Name of Acknowledger printed or stamped

Notary

Title or Rank

DD 937651

Commission Number, if any

Deed

THIS INSTRUMENT WAS PREPARED BY AND RETURN TO
Adam M. Grant, Esq.
Paul, Hastings, Janofsky and Walker LLP
191 N. Wacker Drive, 30th Floor
Chicago, IL 60661
(312) 499-6027

01/29/2010 2:02PM
DEED DOC STAMP CL: TRINA \$53,900.00

Doc# 1775859
Bkn 2450 Pg# 2196

SPACE ABOVE THIS LINE FOR RECORDING DATA

SPECIAL WARRANTY DEED



RECEIVED

July 2, 2012

KW Planning Dpt

SPECIAL WARRANTY DEED made this 29 day of January, 2010, between:

Key West Bight Associates LLC, a Delaware limited liability company

(hereinafter referred to as "Grantor") and

Conch Harbor Retail Center LLC, a Florida limited liability company

whose address is:

c/o Mr. Craig Hunt
951 Caroline Street
Key West, Florida 33040

(hereinafter referred to as "Grantee"),

WITNESSETH:

That Grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration to it in hand paid by Grantee, the receipt whereof is hereby acknowledged, has granted, bargained and sold to Grantee, its heirs and assigns forever, the following described property (the "Property"), lying and being in Monroe County, Florida, to wit:

**SEE EXHIBIT "A" LEGAL DESCRIPTION ATTACHED HERE TO AND MADE A PART
HEREOF**

SUBJECT TO THE FOLLOWING:

1. Real estate taxes and assessments for the current year and all subsequent years; and
2. All matters of record affecting the Property.

Grantor hereby specially warrants title to the Property and will defend same against the lawful claims of all persons claiming by, through or under Grantor, but none other.

IN WITNESS WHEREOF, Grantor has caused this Special Warranty Deed to be executed by its duly authorized officers, the day and year first above written.

KEY WEST BIGHT ASSOCIATES LLC, a Delaware limited liability company

By: KEY WEST BIGHT HOLDINGS LLC, a Delaware limited liability company, its sole member

By: DRAWBRIDGE CONCH HARBOR INVESTOR LLC, a Delaware limited liability company, its authorized signatory

By: CONSTANTINE M. DAKOLIAS
Name: CONSTANTINE M. DAKOLIAS
Title: PRESIDENT

RWM
Witness Signature

Ben Michelson
Printed Name

[Signature]
Witness Signature

Peter Stone
Printed Name

STATE OF NY
COUNTY OF NY

On this 28 day of Jan, 2010, before me personally appeared Constantine Dakolias as President of Drawbridge Conch Harbor Investor LLC, a Delaware limited liability company, authorized signatory of Key West Bight Holdings LLC, a Delaware limited liability company, sole member of Grantor, who is known to me and who acknowledged before me that he executed the foregoing Special Warranty Deed for the uses and purposes set forth, for and on behalf of said company; he did not take an oath.

[Signature]
Notary Public, State of NY

printed name

THOMAS SANTORA
Notary Public, State of New York
No. 01SA6191079
Qualified in New York County
Commission Expires Aug. 4, 2012

My Commission Expires:

(SEAL)

LEGAL DESCRIPTION

Beginning at the intersection formed by the northwesterly line of Caroline Street with the southwesterly line of Grinnell Street, Key West, Florida; Thence South 55 degrees 00 minutes 00 seconds West along the northwesterly line of Caroline Street, aforesaid, a distance of 251.12 feet; thence North 34 degrees 42 minutes 00 seconds West for 144.26 feet; thence North 54 degrees 46 minutes 00 seconds, East for 29.25 feet; thence North 35 degrees 02 minutes 00 seconds West for 213.47 feet; thence North 55 degrees 15 minutes 40 seconds East for 75.18 feet; thence North 34 degrees 35 minutes 22 seconds West for 15.75 feet; thence North 82 degrees 30 minutes 46 seconds West for 3.44 feet; thence North 34 degrees 35 minutes 22 seconds West for 3.46 feet; thence North 09 degrees 46 minutes 31 seconds East for 3.65 feet; thence North 34 degrees 35 minutes 22 seconds West for 11.41 feet; thence North 81 degrees 05 minutes 22 seconds West for 4.31 feet; thence North 34 degrees 35 minutes 22 seconds West for 3.28 feet; thence North 08 degrees 51 minutes 34 seconds East for 4.33 feet; thence North 34 degrees 35 minutes 22 seconds West for 14.57 feet; thence South 56 degrees 19 minutes 59 seconds West for 1.55 feet; thence North 34 degrees 35 minutes 22 seconds West for 3.60 feet; thence North 13 degrees 40 minutes 52 seconds East for 2.42 feet; thence North 34 degrees 35 minutes 22 seconds West for 14.32 feet; thence North 77 degrees 59 minutes 59 seconds West for 4.62 feet; thence North 34 degrees 35 minutes 22 seconds West for 3.49 feet; thence North 08 degrees 53 minutes 24 seconds East for 4.47 feet; thence North 34 degrees 35 minutes 22 seconds West for 32.98 feet; thence North 78 degrees 31 minutes 52 seconds West for 4.61 feet; thence North 34 degrees 35 minutes 22 seconds West for 3.33 feet; thence North 11 degrees 00 minutes 41 seconds East for 4.83 feet; thence North 34 degrees 35 minutes 22 seconds West for 31.37 feet; thence North 79 degrees 39 minutes 33 seconds West for 4.83 feet; thence North 34 degrees 35 minutes 22 seconds West for 3.21 feet; thence North 12 degrees 58 minutes 28 seconds East for 4.63 feet; thence North 34 degrees 37 minutes 47 seconds West for 32.08 feet; thence North 81 degrees 09 minutes 36 seconds West for 4.95 feet; thence North 34 degrees 35 minutes 22 seconds West for 3.00 feet; thence North 07 degrees 42 minutes 01 seconds East for 5.01 feet; thence North 34 degrees 35 minutes 22 seconds West for 31.39 feet; thence North 77 degrees 47 minutes 29 seconds West for 5.13 feet; thence North 34 degrees 35 minutes 22 seconds West for 3.19 feet; thence North 09 degrees 11 minutes 28 seconds East for 4.66 feet; thence North 34 degrees 35 minutes 22 seconds West for 40.58 feet; thence South 55 degrees 24 minutes 25 seconds West for 6.28 feet; thence North 34 degrees 35 minutes 35 seconds West for 13.93 feet; thence North 55 degrees 24 minutes 25 seconds East for 6.76 feet; thence North 35 degrees 21 minutes 47 seconds West for 34.86 feet; thence North 81 degrees 05 minutes 04 seconds West for 5.53 feet; thence North 34 degrees 40 minutes 14 seconds West for 3.53 feet; thence North 14 degrees 50 minutes 32 seconds East for 5.50 feet; thence North 34 degrees 40 minutes 14 seconds West for 31.83 feet; thence North 78 degrees 33 minutes 27 seconds West for 3.96 feet; thence North 34 degrees 30 minutes 18 seconds West for 3.91 feet; thence South 55 degrees 24 minutes 25 seconds West for 74.78 feet; thence North 35 degrees 02 minutes 00 seconds West for 97.35 feet; thence North 55 degrees 24 minutes 25 seconds East for 221.59 feet; thence South 35 degrees 00 minutes 00 Seconds East for 100.00 feet; thence South 55 degrees 24 minutes 25 seconds West for 53.00 feet; thence North 35 degrees 00 minutes 00 seconds West for 10.15 feet; thence South 56 degrees 21 minutes 41 seconds West for 80.65 feet; thence South 34 degrees 40 minutes 17 seconds East for 16.50 feet; thence North 84 degrees 53 minutes 18 seconds East for 3.60 feet; thence South 34 degrees 40 minutes 17 seconds East for 3.48 feet; thence South 17 degrees 42 minutes 14 seconds West for 3.52 feet; thence South 34 degrees 40 minutes 17 seconds East for 34.91 feet; thence South 84 degrees 15 minutes 16 seconds East for 3.67 feet; thence South 34 degrees 40 minutes 17 seconds East for 3.70 feet; thence South 17 degrees 37 minutes 15 seconds West for 4.07 feet; thence South 34 degrees 40 minutes 17 seconds East for 26.09 feet; thence North 56 degrees 21 minutes 41 seconds East for 6.00 feet; thence South 34 degrees 40 minutes 17 seconds East for 13.27 feet; thence South 56 degrees 21 minutes 41 seconds West for 6.00 feet; thence South 34 degrees 40 minutes 17 seconds East for 298.08 feet; thence North 55 degrees 15 minutes 40 seconds East for 95.11 feet; thence South 34 degrees 44 minutes 20 seconds East for 5.00 feet; thence North 55 degrees 15 minutes 40 seconds East for 8.76 feet; thence North 34 degrees 44 minutes 20 seconds West for

5.00 feet; thence North 55 degrees 15 minutes 40 seconds East for 31.52 feet; thence South 35 degrees 00 minutes 00 seconds East for 356.84 feet to the Point of Beginning.

TOGETHER WITH:

Non-exclusive Rights of ingress, egress, location of utilities, repair and maintenance of improvements and utilities, and navigation as established by the Declaration of Non-Exclusive Easements recorded in Official Records Book 1978, Page 1870.

ALSO KNOWN AS:

PARCEL 1

FUELING FACILITY PROPERTY:

A parcel of submerged land lying in Section 31, Township 68 South, Range 25 East, ISLAND OF KEY WEST, Monroe County, Florida, and being more particularly described as follows:

Commence at the intersection formed by the Northwesterly Right-of-Way line of Caroline Street and the Southwesterly Right-of-Way line of Grinnell Street; thence North 35° 00' 10" West, along the said Southwesterly Right-of-Way line of Grinnell Street, for 351.84 feet to a point hereinafter known as Point "A"; thence South 55° 15' 40" West for 40.92 feet to the Point of Beginning; thence South 55° 15' 40" West for 180.37 feet; thence North 35° 02' 00" West for 5.00 feet; thence North 55° 15' 40" East for 74.62 feet; thence North 34° 35' 22" West for 15.75 feet; thence North 82° 30' 46" West for 3.44 feet; thence North 34° 35' 22" West for 3.46 feet; thence North 09° 46' 31" East for 3.65 feet; thence North 34° 35' 22" West for 11.41 feet; thence North 81° 05' 22" West for 4.31 feet; thence North 34° 35' 22" West for 3.28 feet; thence North 08° 51' 34" East for 4.33 feet; thence North 34° 35' 22" West for 14.57 feet; thence South 56° 19' 59" West for 1.55 feet; thence North 34° 35' 22" West for 3.60 feet; thence North 13° 40' 52" East for 2.42 feet; thence North 34° 35' 22" West for 14.32 feet; thence North 77° 59' 59" West for 4.62 feet; thence North 34° 35' 22" West for 3.49 feet; thence North 08° 53' 24" East for 4.47 feet; thence North 34° 35' 22" West for 32.98 feet; thence North 78° 31' 52" West for 4.61 feet; thence North 34° 35' 22" West for 3.33 feet; thence North 11° 00' 41" East for 4.83 feet; thence North 34° 35' 22" West for 31.37 feet; thence North 79° 39' 33" West for 4.83 feet; thence North 34° 35' 22" West for 3.21 feet; thence North 12° 58' 28" East for 4.63 feet; thence North 34° 37' 47" West for 32.08 feet; thence North 81° 09' 36" West for 4.95 feet; thence North 34° 35' 22" West for 3.00 feet; thence North 07° 42' 01" East for 5.01 feet; thence North 34° 35' 22" West for 31.39 feet; thence North 77° 47' 29" West for 5.13 feet; thence North 34° 35' 22" West for 3.19 feet; thence North 09° 11' 28" East for 4.66 feet; thence North 34° 35' 22" West for 40.58 feet; thence South 55° 24' 25" West for 6.28 feet; thence North 34° 35' 35" West for 13.93 feet; thence North 55° 24' 25" East for 6.76 feet; thence North 35° 21' 47" West for 34.86 feet; thence North 81° 05' 04" West for 5.53 feet; thence North 34° 40' 14" West for 3.53 feet; thence North 14° 50' 32" East for 5.50 feet; thence North 34° 40' 14" West for 31.83 feet; thence North 78° 33' 27" West for 3.96 feet; thence North 34° 30' 18" West for 3.91 feet; thence South 55° 24' 25" West for 74.78 feet; thence North 35° 02' 00" West for 97.35 feet; thence North 55° 24' 25" East for 221.59 feet; thence South 35° 00' 00" East for 100.00 feet; thence South 55° 24' 25" West for 53.00 feet; thence North 35° 00' 00" West for 10.15 feet; thence South 56° 21' 41" West for 80.65 feet; thence South 34° 40' 17" East for 16.50 feet; thence North 84° 53' 18" East for 3.60 feet; thence South 34° 40' 17" East for 3.48 feet; thence South 17° 42' 14" West for 3.52 feet; thence South 34° 40' 17" East for 34.91 feet; thence South 84° 15' 16" East for 3.67 feet; thence South 34° 40' 17" East for 3.70 feet; thence South 17° 37' 15" West for 4.07 feet; thence South 34° 40' 17" East for 26.09 feet; thence North 56° 21' 41" East for 6.00 feet; thence South 34° 40' 17" East for 13.27 feet; thence South 56° 21' 41" West for 6.00 feet; thence South 34° 40' 17" East for 298.02 feet; thence North 55° 15' 40" East for 95.12 feet; thence South 34° 44' 20" East for 5.00 feet to the Point of Beginning.

TOGETHER WITH:

Begin at the aforementioned Point "A"; thence South 55° 15' 40" West for 31.53 feet; thence North 34° 44' 20" West for 5.00 feet; thence North 55° 15' 40" East for 31.51 feet; thence South 35° 00' 00" East for 5.00 feet to the Point of Beginning.

PARCEL 2

Doc# 1775859
Bk# 2450 Pg# 2200

UPLAND PROPERTY:

Beginning at the intersection formed by the Northwesterly line of Caroline Street with the Southwesterly line of Grinnell Street Key West, Florida; thence South 55° 00' West along the Northwesterly line of Caroline Street aforesaid, a distance of 251.12 feet; thence North 34° 42' West, a distance of 144.26 feet; thence North 54° 46' East, a distance of 29.25 feet; thence North 35° 02' West, a distance of 208.03 feet to a point; thence North 55° 18' East, a distance of 221.87 feet more or less to a point; thence South 35° 02' East, a distance of 351.4 feet to the Point of Beginning.

Lying and being in Section 31, Township 68 South, Range 25 East, Island of Key West, Monroe County, Florida.

TOGETHER WITH:

Non-exclusive Rights of ingress, egress, location of utilities, repair and maintenance of improvements and utilities, and navigation as established by the Declaration of Non-Exclusive Easements recorded in Official Records Book 1978, Page 1870.

MONROE COUNTY
OFFICIAL RECORDS

Survey

Site Plans

DRC
Minutes & Comments

Minutes of the Development Review Committee

July 26, 2012

Approved August 23, 2012

Planning Director, Don Craig called the Development Review Committee Meeting of July 26, 2012 to order at 10:00 am at Old City Hall, in the antechamber at 510 Greene Street, Key West.

ROLL CALL

Present were: Planning Director, Don Craig; HARC Planner, Enid Torregrosa; General Services, Elizabeth Ignaffo; Urban Forestry Manager, Paul Williams; ADA Coordinator, Diane Nicklaus and Steve Torrence, KWPD (arrived at 10:18 am).

Comments Received By: Fire Department and Keys Aqueduct.

Also in attendance were: Planning Department staff: Brendon Cunningham, Carlene Smith, Ginny Haller and Karen de Berjeois.

PLEDGE OF ALLEGIANCE

APPROVAL OF AGENDA

APPROVAL OF MINUTES

June 28, 2012

A motion to approve the June 28, 2012 minutes was made by Ms. Ignaffo and seconded by Mrs. Nicklaus.

DISCUSSION ITEMS

- 1. Conditional Use – 512 Greene Street (RE# 00001170-000000) – A request to amend a conditional use approval (CC Res. 11-274) to alter the layout of the commercial floor area, reduce retail space and convert a 944 square foot retail area to mixed retail and bar/lounge consumption area for property in the HRCC-1 zoning district per Section 122-688(9) of the Land Development Regulations of the Code of Ordinances of the City of Key West.**

Mr. Craig requested that the application clarify the square footage on the site plan.

Ms. Haller gave members an overview of the conditional use request.

The applicant's representative, Owen Trepanier, gave members an overview of the project. Mr. Trepanier informed members that they are currently working on the parking impact study.

Mr. Williams inquired if the project will require any tree removals. Mr. Trepanier stated that there will be no tree removals.

Mrs. Torregrosa informed the applicant that there is a pending HARC application to install an exhaust at the back of their building. She then stated that the counter over the railing never received HARC approval. Mrs. Torregrosa requested the status of the temporary air conditioning unit.

Ms. Ignaffo stated that the applicant utilize the existing recycling area.

Mrs. Nicklaus stated that the site plans show steps on Ann Street and at the rear of the property, she inquired if there is ADA access on the site.

Minutes of the Development Review Committee

July 26, 2012

Approved August 23, 2012

Fire Department had no comments.

FKAA provided the following comments prior to the meeting: The site is presently being served by a couple FKAA Location #s. There is a 8" water main located on Greene Street. A complete set of plans will be required for review to determine meter requirements and any System Development Charges

2. **Easement - 812 Caroline Street (RE# 0003150-000000) - A request for an easement of 74.1 square feet, more or less, to address the encroachment a roof overhang for a commercial structure located on Caroline Street as per Section 90-587 of the Land Development Regulations of the Code of Ordinances of the City of Key West.**

(Items 2 & 3 were heard concurrently).

Ms. Haller gave members an overview of the easement request.

Mr. Williams inquired if the project will require any tree removals. The applicant, Mr. Blais stated that there will be no tree removals.

Mrs. Torregrosa requested that the overhang on Robert's alley needs to be added to the easement request. She then informed the applicant that the free standing structure encroaching on the right away is not allowed in the Historic District. The applicant will need to seek HARC approval regarding the free standing structure.

Police, General Services, ADA, Fire Department and FKAA had no comments.

3. **Easement - 812 Caroline Street (RE# 0003150-000000) - A request for an easement of 168 square feet, more or less, to address the encroachment of a fence and concrete slabs that run along Robert's Alley for a commercial structure located at the corner of Caroline Street and Robert's Alley as per Section 90-587 of the Land Development Regulations of the Code of Ordinances of the City of Key West .**

See notes above

4. **Transient License Transfer - 1209 Georgia Street (RE# 00035220-000000) to 421 Virginia Street (RE# 00027160-000100) – A request for a Transient License Transfer from property in the HMDR zoning district to property in the HRCC-3 zoning district per Section 122-1339 (b) of the Land Development Regulations of the Code of Ordinances of the City of Key West.**

Mr. Cunningham gave members an overview of the transient license transfer request.

The applicant's attorney, Ginny Stones with Stones and Cardenas, gave an overview of the request.

Mr. Williams requested if the sender site had any landscape changes. Mrs. Stones stated there were no landscape changes in the sender/receiver sites.

Mrs. Torregrosa informed the applicant that any signage will require HARC approval.

Police, General Services, ADA, Fire Department and FKAA had no comments.

5. **Major Development Plan - 951 Caroline Street (RE# 0002970-000000) – A request to amend a Major Development Plan and Conditional Use (CC Res. 99-225) approval in the HRCC-2 zoning district per Section 108-91(A.)(2)(b) of the Land Development Regulations of the Code of Ordinances of the City of Key West.**

Minutes of the Development Review Committee

July 26, 2012

Approved August 23, 2012

Mr. Cunningham gave members an overview of the development plan.

The applicant's representative, Owen Trepanier with Trepanier and Associates, gave members an overview of the development plan.

Mr. Williams stated that he met with the landscape architect and had no additional comments.

Mrs. Torregrosa stated that this item will be included in the next HARC meeting review.

Police, Fire Department and ADA had no comments.

Ms. Ignaffo stated that the applicant will need an approved baffle box for all gravity injection wells, FDEP permit for construction, and a perpetual maintenance agreement with the property owner. She then stated that the storm water runoff pretreatment shall meet SFWMD criteria and be equivalent to one-inch over the project area, since all storm water management systems will be evaluated on the ability of the system to prevent flooding on-site, to adjacent properties, roads and right-of-ways. She requested that the applicant provide a revised drainage plan that meets the criteria for a permitted storm water management system.

Mr. Craig urged the applicant to meet with neighbors regarding the proposed project.

FKAA provided the following comments prior to the meeting: the site is presently being served by a FKAA Location. There is a 12" water main located on Caroline Street. A complete set of plans will be required for review to determine meter requirements and any System Development Charges.

The following member of the public spoke on the matter:

- Emily Hardner, 1005 Eaton St.

6. **Variations - 951 Caroline Street (RE# 00027480-000000) – A request for building coverage, impervious surface ratio, front-yard setback and parking requirements in the HRCC-2 zoning district per Section 122-720 (4) a. & b. and (6) b. and Section 108-572 (16) of the Land Development Regulations of the Code of Ordinances of the City of Key West.**

See item# 5 comments.

ADJOURNMENT

A motion to adjourn was made by Mrs. Nicklaus and seconded by Mrs. Torregrosa.

Meeting adjourned at 10:45 am.

Respectfully submitted by,
Karen de Berjeois
Secretary
Planning Department

Public Comment

Property Appraiser Information

Karl D. Borglum
Property Appraiser
Monroe County, Florida

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

The offices of the Property Appraiser will be closed Monday, November 12th in observance of Veterans Day.

Not tested in IE8, IE9, & Firefox. Requires Adobe Flash 10.3 or higher

Property Record Card -
Map portion under construction.

Alternate Key: 1003069 Parcel ID: 00002970-000000

Ownership Details

Mailing Address:
CONCH HARBOR RETAIL CENTER LLC
C/O HUNT CRAIG
951 CAROLINE ST
KEY WEST, FL 33040-6636

Property Details

PC Code: 20 - AIRPORTS, MARINAS, BUS TERM
Millage Group: 12KW
Affordable Housing: No
Section-Township-Range: 31-67-25
Property Location: 951-955 CAROLINE ST KEY WEST
Legal Description: 31 68 25 KEY WEST 2.53AC (UPLAND PROPERTY AND FUELING FACILITY PROPERTY)) H1-53 G56-22/23 OR15-444/45 OR438-230/35 ID 4-057 OR1252-1023/26AFF OR1287-275/77Q/C OR1287-266/69 OR1347-2436/43F/J OR1560-56/58 OR1978-1870/99E OR2029-136/140(LEASE) OR2292-1354/58 OR2450-2196/2200



Show Parcel Map that can launch map - Must have Adobe Flash Player 10.3 or higher

Land Details

Land Use Code	Frontage	Depth	Land Area
10WA - COMM WATERFRONT ACRE	251	352	82,764.00 SF
000X - ENVIRONMENTALLY SENS	0	0	0.59 AC

Building Summary

Number of Buildings: 3
 Number of Commercial Buildings: 3
 Total Living Area: 38888
 Year Built: 1996

Building 1 Details

Building Type
 Effective Age 11
 Year Built 2002
 Functional Obs 0

Condition E
 Perimeter 1,629
 Special Arch 0
 Economic Obs 0

Quality Grade 500
 Depreciation % 13
 Grnd Floor Area 36,828

Inclusions:

Roof Type
 Heat 1
 Heat Src 1

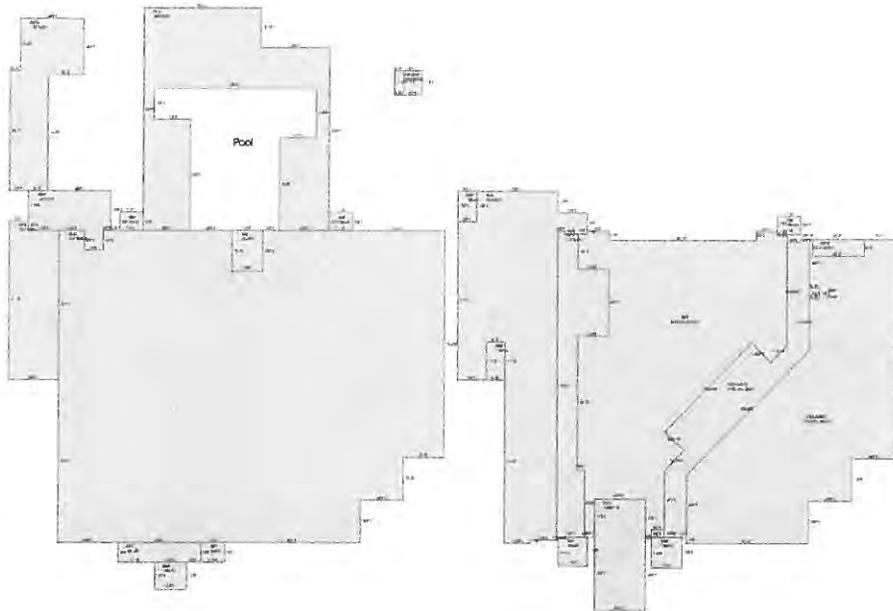
Roof Cover
 Heat 2
 Heat Src 2

Foundation
 Bedrooms 0

Extra Features:

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

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



Sections:

Nbr	Type	Ext Wall	# Stories	Year Built	Attic A/C	Basement %	Finished Basement %	Area
0	OPF		1	2002				8,205
1	FLA	8:METAL/ALUM	1	2002	Y			23,765
2	OPF		1	2002				351

3	SBF	1	2002		99	
4	DUF	1	2002		180	
5	CPL	1	2002		1,577	
6	SBF	1	2002		765	
7	OPX	1	2002		1,671	
8	SBF	1	2002		88	
9	SBF	1	2002		252	
10	SBF	1	2002		88	
11	PTO	1	2002		4,824	
12	DUF	1	2002		99	
13	OPF	1	2002		44	
14	FLA	1	2002	Y	5,578	
15	OUF	1	2002		126	
16	SBF	1	2002		153	
17	OPX	1	2002		1,876	
18	OUF	1	2002		182	
19	OPX	1	2002		1,200	
20	SBF	1	2002		196	
22	FLA	8:METAL/ALUM	1	2002	Y	7,485
23	OPF	1	2002		2,135	
25	SBF	1	2002		88	
26	OPX	1	2002		192	
27	OUF	1	2002		25	

Interior Finish:

Section Nbr	Interior Finish Nbr	Type	Area %	Sprinkler	A/C
	1	1 STY STORE-A	100	Y	Y
	953	PARKING GARAGE	100	Y	N
	954	ELEC/TELEPHONE ETC A	100	Y	N
	955	ELEC/TELEPHONE ETC A	100	Y	N
	956	ELEC/TELEPHONE ETC A	100	Y	N
	957	ELEC/TELEPHONE ETC A	100	Y	N
	958	ELEC/TELEPHONE ETC A	100	Y	N
	959	1 STY STORE-A	100	Y	Y
	960	ELEC/TELEPHONE ETC A	100	Y	N
	961	ELEC/TELEPHONE ETC A	100	Y	N
	963	ELEC/TELEPHONE ETC A	100	Y	N

Exterior Wall:

Interior Finish Nbr	Type	Area %
1	METAL SIDING	100

Building 2 Details

Building Type
 Effective Age 11
 Year Built 1996
 Functional Obs 0

Condition E
 Perimeter 170
 Special Arch 0
 Economic Obs 0

Quality Grade 400
 Depreciation % 13
 Grnd Floor Area 1,500

Inclusions:

Roof Type
 Heat 1
 Heat Src 1

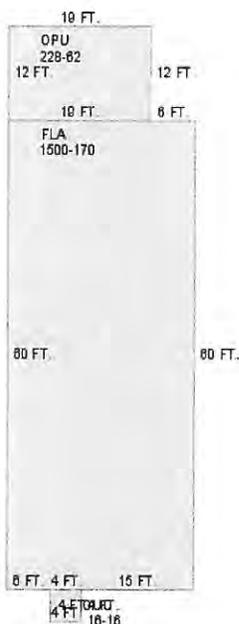
Roof Cover
 Heat 2
 Heat Src 2

Foundation
 Bedrooms 0

Extra Features:

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

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



Sections:

Nbr	Type	Ext Wall	# Stories	Year Built	Attic	A/C	Basement %	Finished Basement %	Area
1	FLA		1	1996					1,500
2	OPU		1	1996					228
3	OUU		1	1996					16

Interior Finish:

Section Nbr	Interior Finish Nbr	Type	Area %	Sprinkler	A/C
	948	WAREHOUSE/MARINA D	100	N	N
	949	OPU	100	N	N
	950	OUU	100	N	N

Exterior Wall:

Interior Finish Nbr	Type	Area %
300	MIN WOOD SIDING	40
301	C.B.S.	60

Building 3 Details

Building Type
 Effective Age 11
 Year Built 1998
 Functional Obs 0

Condition E
 Perimeter 152
 Special Arch 0
 Economic Obs 0

Quality Grade 400
 Depreciation % 13
 Grnd Floor Area 560

Inclusions:

Roof Type
 Heat 1
 Heat Src 1

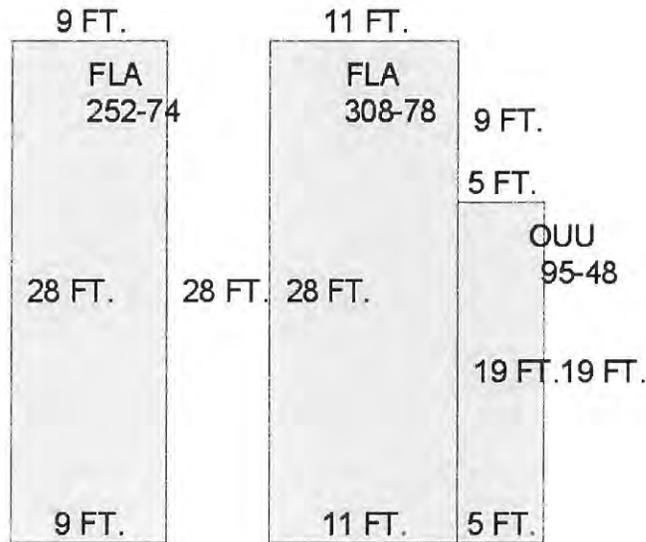
Roof Cover
 Heat 2
 Heat Src 2

Foundation
 Bedrooms 0

Extra Features:

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

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



Sections:

Nbr	Type	Ext Wall	# Stories	Year Built	Attic	A/C	Basement %	Finished Basement %	Area
1	FLA		1	1998					252
2	FLA		1	1998					308
3	OUU		1	1998					95

Interior Finish:

Section Nbr	Interior Finish Nbr	Type	Area %	Sprinkler	A/C
	951	SERVICE STATION-A-	100	Y	Y
	952	OFF BLDG 1 STY-A	100	Y	Y

Exterior Wall:

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

Misc Improvement Details

Nbr	Type	# Units	Length	Width	Year Built	Roll Year	Grade	Life
1	CL2:CH LINK FENCE	1,830 SF	305	6	1964	1965	1	30
2	AC2:WALL AIR COND	1 UT	0	0	1995	1996	1	20
3	UB2:UTILITY BLDG	48 SF	8	6	1995	1996	1	50
4	UB2:UTILITY BLDG	60 SF	10	6	1995	1996	1	50
5	DK4:WOOD DOCKS	3,504 SF	219	16	1995	1996	4	40
6	FN2:FENCES	681 SF	227	3	1995	1996	2	30

7	FN2:FENCES	348 SF	58	6	1995	1996	2	30
8	CL2:CH LINK FENCE	750 SF	125	6	1995	1996	2	30
9	DK4:WOOD DOCKS	4,470 SF	447	10	1995	1996	5	40
10	DK4:WOOD DOCKS	2,576 SF	184	14	1994	1995	5	40
11	DK4:WOOD DOCKS	81 SF	9	9	1994	1995	5	40
12	UB3:LC UTIL BLDG	800 SF	8	100	1997	1998	1	30
13	UB3:LC UTIL BLDG	60 SF	6	10	1997	1998	1	30
14	TK2:TIKI	20 SF	4	5	1997	1998	1	40
15	FN2:FENCES	2,452 SF	613	4	2001	2002	5	30
16	PT3:PATIO	6,408 SF	267	24	2001	2002	2	50
17	PT2:BRICK PATIO	266 SF	19	14	2001	2002	2	50
18	PT2:BRICK PATIO	464 SF	29	16	2001	2002	2	50
19	PT2:BRICK PATIO	220 SF	22	10	2001	2002	2	50
20	PO5:COMM POOL	3,300 SF	0	0	2001	2002	2	50
21	WF2:WATER FEATURE	2 UT	0	0	2001	2002	5	20
22	TK2:TIKI	324 SF	18	18	2001	2002	5	40
23	PT2:BRICK PATIO	1,000 SF	0	0	2003	2004	2	50

Appraiser Notes

2002-08-26 - TPP ACCOUNTS: *****CHARTERS***** 8859716 - CONCH HARBOR, 8796862 - BUMGARTNER, JOHN - COWBOY CHARTERS, 8928754 - GOODSON, L - SEABLASTER, 8939470 - KING, ALLEN - AFTERNOON DELIGHT, 8955651 - KRINITT, DENNIS - KRINITT YACHT, 8874162 - LAMPE, DANNY - TORTUGA BY, 8970864 - LENNON, RALPH - SAIL FISH, 8938744 - NORTH TIM - JE-ME-CA, 8702345 - REEF EXPLORER, 8955783 - REEVES, LEE - VACATION YACHT,8941208 - WHISKER CHARTERS, 9022267 - CARTER BARRY - BLUEFIN H E II,

2007-01-17-C.O.#6649 ISSUED FOR 400SF BUILD OUT FOR OFFICE-SKI

2004-09-24 - VALUE REDUCED TO \$7,225,000 WITH \$3,995,000 ALLOCATED TO THE SUBMERGED LAND BOAT SLIPS WHICH WERE RECENTLY CONDOIZED, AS PER KARL BORGLUM.BCS, 2003-03-12 - BLDG #1 = CONCH HARBOR STORES, BLDG.#2 = WAREHOUSE, BLDG.#3 = TEXACO, 2002-08-26 - TPP ACCOUNTS: *****CHARTERS***** 8859716 - CONCH HARBOR 8796862 - BUMGARTNER, JOHN - COWBOY CHARTERS 8928754 - GOODSON, L - SEABLASTER 8939470 - KING, ALLEN - AFTERNOON DELIGHT 8955651 - KRINITT, DENNIS - KRINITT YACHT 8874162 - LAMPE, DANNY - TORTUGA BY 8970864 - LENNON, RALPH - SAIL FISH 8938744 - NORTH TIM - JE-ME-CA 8702345 - REEF EXPLORER 8955783 - REEVES, LEE - VACATION YACHT 8941208 - WHISKER CHARTERS 9022267 - CARTER BARRY - BLUEFIN H E II
2004-06-09 THE CO#3354 ISSUED ON 01-27-04 IS FOR THE REAL ESTATE OFFICE 1,000SF.-SKI

2004-06-09 THE CO#3354 ISSUED ON 01-27-04 IS FOR THE REAL ESTATE OFFICE 1,000SF.-SKI

Building Permits

Bldg Number	Date Issued	Date Completed	Amount	Description	Notes	
43	06-5364	10/17/2006	12/21/2006	2,000	Commercial	INSTALL SIX OUTLETS AND EXIST LITE'
42	06-5362	10/16/2006	12/21/2006	5,700	Commercial	BUILD-OUT 400SF OFFICE SPACE . METAL STUD WALLS21'x6"
39	06-4524	08/08/2006	11/07/2006	13,250	Commercial	INTERIOR BUILD - OUT OF RETAIL SPACE WORK ONLY INSULATION, DRYWALL
49	06-4526	08/08/2006	11/07/2006	5,000	Commercial	INSTALL 14 LIGHT FIXTURES
41	06-4525	09/22/2006	11/07/2006	3,000	Commercial	INSTALL WATERLINE & DRAIN
44	06-6070	11/07/2006	12/21/2006	4,500	Commercial	SHELL CO FOR COMMERCIAL UNIT 400SF,AND ELECTRIC

45	06-6072	11/07/2006	12/21/2006	2,300	Commercial	INSTALL 6 NEW OUTLETS, SMOKE DETECTOR, HANGING LITES
46	08-0055	01/25/2008	01/25/2008	40,000	Commercial	REPLACE APPROX. 16,649 CF OF POSSIBLE REMMANT PETROLEUM IMPACTED SOIL
	4221	04/11/2007	04/11/2007	0	Commercial	ISSUED C/O
1	B953062	09/01/1995	11/01/1996	45,000	Commercial	FUEL CONTAINMENT BLDG
2	E954124	11/01/1995	11/01/1996	2,000	Commercial	ELECTRICAL
3	B954326	12/01/1995	11/01/1996	12,000	Commercial	ROOF OVER FUEL CONTAINMEN
4	96-0684	02/01/1996	11/01/1996	10,000	Commercial	ELECTRIC
5	96-0890	02/01/1996	11/01/1996	8,000	Commercial	ELECTRIC
6	96-1163	03/01/1996	11/01/1996	120,000	Commercial	TANKS
7	96-1597	04/01/1996	11/01/1996	1,170	Commercial	FIRE ALARM
8	96-1669	04/01/1996	11/01/1996	2,800	Commercial	FENCE
9	96-1765	04/01/1996	11/01/1996	1,500	Commercial	ELECTRIC
12	96-1878	05/01/1996	11/01/1996	5,000	Commercial	FENCE
10	96-1470	04/01/1996	11/01/1996	250	Commercial	SIGN
13	96-3313	08/01/1996	11/01/1996	1,500	Commercial	SIGN
14	96-3318	08/01/1996	11/01/1996	21,000	Commercial	RENOVATIONS
15	96-3705	09/01/1996	11/01/1996	50,000	Commercial	PLUMBING
16	9604422	11/01/1996	11/01/1996	1,500	Commercial	ELECTRIC
21	9604613	12/24/1997	11/02/1998	18,500		BATH HOUSE & RESTROOMS
22	9801334	04/23/1998	11/02/1998	4,000		ELECTRICAL
23	9801740	06/02/1998	11/02/1998	5,000		ELECTRICAL
11	9601488	04/01/1996	11/02/1998	55,000	Commercial	PLUMBING
17	9604787	12/17/1996	11/02/1998	95,000		NEW STRUCTURE
18	9700182	01/24/1997	11/02/1998	2,000		ELECTRICAL
19	97-0220	01/29/1997	11/02/1998	1,961		ROOF
20	97-0222	01/29/1997	11/02/1998	4,000		PLUMBING
25	99-3570	10/19/1999	12/15/1999	48,000		ELECTRICAL
24	99-2306	09/27/1999	10/25/1999	73,404		RENOVATIONS WEIGHT STATIO
26	01-0584	03/01/2001	12/12/2002	116,000	Commercial	STORE BUILD OUT
31	02-2541	11/13/2002	12/12/2002	55,500	Commercial	ELECTRIC UPDATE
27	01-2080	05/25/2001	12/12/2002	100,000	Commercial	FOUNDATION
32	02-3181	12/09/2002	12/12/2002	7,000	Commercial	PAINT
33	02-3360	12/19/2002	12/12/2002	1,970	Commercial	INSTALL SIGN
28	01-2265	06/12/2001	12/12/2002	66,000	Commercial	ELECTRIC
29	01-3208	02/26/2002	12/12/2002	2,500,000	Commercial	POOL & SPA COM. 77X113
30	01-2286	07/30/2002	12/12/2002	3,228,400	Commercial	NEW INDUSTRIAL
36	03-1293	04/28/2003	10/28/2003	23,000	Commercial	INSTALL 4 GREASE HOODS
37	03-1295	04/28/2003	10/28/2003	1,700	Commercial	INSTALL FIRE SPRINKLERS
34	03-2519	01/27/2003	01/27/2004	30,200	Commercial	A/C
35	02-3128	01/27/2003	10/28/2003	648,000	Commercial	ROOF, INTERIOR & ELECTRICAL - MONTY'S
38	03-3374	09/23/2003	12/15/2003	3,000	Commercial	BIKE PARKING PAVERS

Parcel Value History

Certified Roll Values.

[View Taxes for this Parcel.](#)

Roll Year	Total Bldg Value	Total Misc Improvement Value	Total Land Value	Total Just (Market) Value	Total Assessed Value	School Exempt Value	School Taxable Value
2012	3,962,630	466,533	4,796,605	7,700,000	7,628,135	0	7,700,000
2011	4,010,093	484,885	4,796,605	6,934,669	6,934,669	0	6,934,669
2010	4,099,273	501,439	7,359,367	7,700,000	7,700,000	0	7,700,000
2009	5,226,384	520,048	6,952,235	10,000,000	10,000,000	0	10,000,000
2008	5,226,384	536,641	6,952,235	12,715,260	12,715,260	0	12,715,260
2007	3,697,609	313,426	9,931,739	10,120,957	10,120,957	0	10,120,957
2006	3,697,609	464,190	6,546,334	8,670,000	8,670,000	0	8,670,000
2005	3,776,267	479,257	6,546,334	7,225,000	7,225,000	0	7,225,000
2004	3,034,779	485,419	6,546,334	7,225,000	7,225,000	0	7,225,000
2003	3,034,779	500,596	6,178,903	9,714,278	9,714,278	0	9,714,278
2002	169,585	255,377	4,366,499	6,965,778	6,965,778	0	6,965,778
2001	169,585	263,618	4,366,499	6,965,778	6,965,778	0	6,965,778
2000	166,611	179,942	2,636,477	5,399,218	5,399,218	0	5,399,218
1999	173,656	185,446	2,161,957	1,700,000	1,700,000	0	1,700,000
1998	69,111	187,785	2,161,957	1,700,000	1,700,000	0	1,700,000
1997	69,111	193,222	2,026,850	1,700,000	1,700,000	0	1,700,000
1996	16,435	104,743	2,026,850	1,700,000	1,700,000	0	1,700,000
1995	0	73,610	2,026,850	1,700,000	1,700,000	0	1,700,000
1994	0	75,885	2,026,597	1,700,000	1,700,000	0	1,700,000
1993	0	79,061	2,026,597	2,105,658	2,105,658	0	2,105,658
1992	0	6,887	2,026,597	1,739,655	1,739,655	0	1,739,655
1991	0	6,887	2,026,597	2,033,484	2,033,484	0	2,033,484
1990	0	6,887	2,026,597	2,033,484	2,033,484	0	2,033,484
1989	57,263	28,880	2,471,460	2,557,603	2,557,603	0	2,557,603
1988	53,784	28,880	2,141,932	2,224,596	2,224,596	0	2,224,596
1987	52,563	28,880	1,230,787	1,312,230	1,312,230	0	1,312,230
1986	51,044	28,880	1,230,787	1,310,711	1,310,711	0	1,310,711
1985	50,044	28,880	935,207	1,014,131	1,014,131	0	1,014,131
1984	48,508	28,880	935,207	1,012,595	1,012,595	0	1,012,595
1983	48,508	28,880	612,817	690,205	690,205	0	690,205
1982	42,072	28,880	318,954	389,906	389,906	0	389,906

Parcel Sales History

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

Sale Date	Official Records Book/Page	Price	Instrument	Qualification
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1/28/2010	2450 / 2196	7,700,000	WD	30
5/2/2007	2292 / 1354	14,900,000	WD	Q
1/29/1999	1560 / 0056	7,000,000	WD	Q
12/1/1993	1287 / 0266	1,700,000	WD	Q

This page has been visited 7,955 times.

Monroe County Property Appraiser
Karl D. Borglum
P.O. Box 1176
Key West, FL 33041-1176

Public Notices
(radius map & mailing list)

Public Meeting Notice

The Key West Planning Board will hold a public hearing **at 6:00 p.m., November 15, 2012 at Old City Hall, 510 Greene Street**, Key West, Florida, (Behind Sloppy Joe's Bar). The purpose of the hearing will be to consider a request for:

Major Development Plan - 951 Caroline Street (RE# 00002970-000000) – A request to amend a Major Development Plan and Conditional Use approval (CC Res. 99-225) in the HRCC-2 zoning district per Section 108-91(A.)(2)(b); and minimum landscaped areas per Section 108-412(a) and to modify landscaping standards along street frontage per Section 108-413(b) of the Land Development Regulations of the Code of Ordinances of the City of Key West.

Variations - 951 Caroline Street (RE# 00002970-000000) – A request in the HRCC-2 zoning district for building coverage, impervious surface ratio, front-yard and street-side setback per Section 122-720 (4) a. & b. and (6) a. & d. and parking requirements per Section 108-572(16) of the Land Development Regulations of the Code of Ordinances of the City of Key West.

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

YOU ARE WITHIN 300 FEET OF THE SUBJECT PROPERTY

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

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Applicant: Trepanier & Associates

Owner: Conch Harbor Retail Center, LLC

Project Location: 951 Caroline

Date of Hearing: Thursday, November 15, 2012

Time of Hearing: 6:00 PM

Location of Hearing: Old City Hall, 510 Greene
City Commission Chambers

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

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

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

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

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Monroe County, Florida

951 Caroline

Printed: Nov 01, 2012

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



NAME	ADDRESS	UNIT	CITY	STATE	ZIP	COUNTRY
1 FOURNIER FRANK III	17 HARLOW AVE		NORTHAMPTON	MA	01060	
2 CLARKE KALO & PEDERSON KIM (H/W)	29 FRONT ST #2		MARBLEHEAD	MA	01945	
3 LYON DAUN E	282 N PINE CREEK RD		FAIRFIELD	CT	06824	
4 TANDA LLC	56 STONE RIDGE LN		TRYON	NC	28782	
5 UNITED STATES OF AMERICA	VACANT LAND TRUMBO RD		ATLANTA	GA	30345	
6 ENSCRIBNER LLC	3776 E MILLERS BRIDGE RD		TALLAHASSEE	FL	32312	
7 BEK-GRAN PATRICK	305 GRINNELL ST	UNIT C301	KEY WEST	FL	33040	
8 STEAMPLANT CONDOMINIUMS LLC	201 FRONT ST STE 224		KEY WEST	FL	33040	
9 ALSOBROOKS MELISSA K	305 GRINNELL ST	UNIT C101	KEY WEST	FL	33040	
10 STEAMPLANT	281 TRUMBO RD		KEY WEST	FL	33040	
11 IRIZARRY ANTONIO JR AND JUDI LYNN	301 GRINNELL ST	UNIT A203	KEY WEST	FL	33040	
12 CURRY GAY M	303 GRINNELL ST	UNIT B203	KEY WEST	FL	33040	
13 FELSHER ALLYSON M	301 GRINNELL ST	UNIT A204	KEY WEST	FL	33040	
14 PIERCE MEAGAN M	303 GRINNELL ST	UNIT B303	KEY WEST	FL	33040	
15 CONFIDENTIAL DATA F.S. 119.07	305 GRINNELL ST		KEY WEST	FL	33040	
16 DEEGAN KEVIN G	303 GRINNELL STREET	UNIT B402	KEY WEST	FL	33040	
17 BRAGHIERI ADELE	303 GRINNEL ST	UNIT B401	KEY WEST	FL	33040	
18 830 CAROLINE LLC	830 CAROLINE ST		KEY WEST	FL	33040	
19 DENNY ANDREA P	301 GRINNELL ST	UNIT A401	KEY WEST	FL	33040	
20 LOCKWOOD DALE	311 MARGARET ST		KEY WEST	FL	33040	
21 WEST SANDRA A	305 GRINNELL ST	UNIT C102	KEY WEST	FL	33040	
22 CONCH HARBOR MARINA A CONDOMINIUM	951 CAROLINE ST		KEY WEST	FL	33040	
23 SHAW EDWARD F	305 GRINNELL ST	UNIT C203	KEY WEST	FL	33040	
24 BRAHAM HEATHER	303 GRINNELL ST	UNIT B404	KEY WEST	FL	33040	
25 TIMYAN PATRICIA A REV TR 9/12/1988 AS AMENDED	52 FRONT ST		KEY WEST	FL	33040	
26 COUGHLIN EMILIA C	301 GRINNELL STREET	STE A403	KEY WEST	FL	33040	
27 MELLOR LYNN B	303 GRINNELL ST	UNIT B302	KEY WEST	FL	33040	
28 CITY OF KEY WEST	P O BOX 1409		KEY WEST	FL	33040	
29 ROY GARY P	303 GRINNELL ST	UNIT B405	KEY WEST	FL	33040	
30 LAIRD LEWIS D AND ALISON J	301 GRINNELL ST	UNIT A201	KEY WEST	FL	33040	
31 SAUNDERS FRED JR	301 GRINNELL ST	UNIT A202	KEY WEST	FL	33040	
32 BARILLAS DAVID H	303 GRINNELL ST	UNIT B301	KEY WEST	FL	33040	
33 NELSON AARON B	303 GRINNELL ST	UNIT B202	KEY WEST	FL	33040	
34 BARROSO JULIO J	301 GRINNELL ST	UNIT A404	KEY WEST	FL	33040	

NAME	ADDRESS	UNIT	CITY	STATE	ZIP	COUNTRY
35 FINIGAN ROBIN S	303 GRINNELL ST	UNIT B403	KEY WEST	FL	33040	
36 OLOUGHLIN KEVIN F AND DIANE	308 MARGARET ST	UNIT 3	KEY WEST	FL	33040	
37 BEST OF BOTH WORLDS SEAPORT LLC	3210 RIVIERA DR		KEY WEST	FL	33040	
38 INGRAM MICHAEL B	1001 WHITEHEAD ST		KEY WEST	FL	33040	
39 LAMPE DANNY A	5 PUERTA DR		KEY WEST	FL	33040	
40 SCHOTT SANDRA L	305 GRINNELL ST	UNIT C303	KEY WEST	FL	33040	
41 ALEA BROTHERS ENTERPRISES LLC	1025 JOHNSON ST		KEY WEST	FL	33040	
42 RAILWAY CONDOMINIUM	301-303-305 GRINNELL ST		KEY WEST	FL	33040	
43 SILVA EDUARDO M	301 GRINNELL ST	UNIT A303	KEY WEST	FL	33040	
44 PRITCHARD JESSICA	301 GRINNELL ST	UNIT 305	KEY WEST	FL	33040	
45 BELL DAVID T	305 GRINNELL ST	UNIT C201	KEY WEST	FL	33040	
46 WILD WILLIAM H AND JUDITH A	301 GRINNELL ST	UNIT A205	KEY WEST	FL	33040	
47 MAURER GOTTFRIED AND VIRGINIA L	1442 LONG BEACH RD		BIG PINE KEY	FL	33043	
48 WOLSZCZAK ANDREW AND PATRICIA	120 PIRATES COVE DR		MARATHON	FL	33050	
49 CONCH SLIP LLC	9900 SW 92ND AVE		MIAMI	FL	33176	
50 MEUSER STANLEY	5050 N OCEAN DR		WEST PALM BEA	FL	33404	
51 RUFFOLO ROBERT FRANCIS	126 BOSPHOROUS AVE		TAMPA	FL	33606	
52 YUNKER RAY	3108 SE 22ND AVE		CAPE CORAL	FL	33904	
53 CARROLL JAMES P AND JAMES T	12734 KENWOOD LN		FT MYERS	FL	33907	
54 CONCH LLC	11290 LONGWATER CHASE		FORT MYERS	FL	33908	
55 JENJEY LLC	P O BOX 990		SANIBEL	FL	33957	
56 FFM BOAT INC	7001 POST ROAD	STE 200	DUBLIN	OH	43016	
57 HOWARD DAVID B AND BETH M	2525 N LAKE LEELANAU DR		LAKE LEELANAU	MI	49653	
58 HOWARD DAVID B AND BETH M	2525 N LAKE LEELANAU DR		LAKE LEELANAU	MI	49653	
59 JOHNSON KENNETH URBAN 2006 REV LIV TR 12/15/2006	2201 WILLIAMS POINT DR		STOUGHTON	WI	53589	
60 MCCALL SUSAN 1993 TR	22431 GILMORE ST		WEST HILLS	CA	91307	
61 MIKE LORI A	22431 GILMORE ST		WEST HILLS	CA	91307	
62 DOE BRIAN D AND JULIE C	47 W SHORE RD		WINDHAM	NH	03087-2115	
63 MAKRIS MARGARET L REV TR	11204 OAK LEAF DR		SILVER SPRING	MD	20901-1313	
64 TOWER EQUITIES RE INC	PO BOX 690785		CHARLOTTE	NC	28227-7014	
65 ALEA DAVID AND ELAINE R	1025 JOHNSON ST		KEY WEST	FL	33040-4825	
66 CONCH HARBOR RETAIL CENTER LLC	951 CAROLINE ST		KEY WEST	FL	33040-6636	
67 PAGE CYNTHIA L	301 GRINNELL ST APT 302		KEY WEST	FL	33040-6917	
68 GAMMELL LOU W	301 GRINNELL ST APT 301		KEY WEST	FL	33040-6917	

NAME	ADDRESS	UNIT	CITY	STATE	ZIP	COUNTRY
69 BROWN JULIE N	301 GRINNELL ST	UNIT A304	KEY WEST	FL	33040-6917	
70 MILLER WADE B	305 GRINNELL ST APT 302		KEY WEST	FL	33040-6933	
71 CAMP LAURA LEA	305 GRINNELL ST APT 202C		KEY WEST	FL	33040-6933	
72 THE UTILITY BOARD OF THE CITY OF KEY WEST	1001 JAMES ST		KEY WEST	FL	33040-6935	
73 LANGLEY MARK H	310 MARGARET ST		KEY WEST	FL	33040-6938	
74 CARRICO CHRISTOPHER L	303 GRINNELL ST	UNIT B304	KEY WEST	FL	33040-6959	
75 FALCONER MARY A	303 GRINNELL ST	UNIT B205	KEY WEST	FL	33040-6959	
76 MILLER WAYNE H	303 GRINNELL ST APT 204B		KEY WEST	FL	33040-6959	
77 COX PAULA	303 GRINNELL ST APT 305B		KEY WEST	FL	33040-6959	
78 FURY MANAGEMENT INC	412 WHITE ST		KEY WEST	FL	33040-6960	
79 CLEMENTS THOMAS III	1025 FLEMING ST		KEY WEST	FL	33040-6962	
80 HECK RONALD K	908-1 TERRY LN		KEY WEST	FL	33040-7333	
81 STEAMPLANT NO 19	3340 N ROOSEVELT BLVD STE 6		KEY WEST	FL	33040-8021	
82 SMITH WAYNE LARUE &	P O BOX 1456		KEY WEST	FL	33041-1456	
83 MUCCINO JANET M	PO BOX 4386		KEY WEST	FL	33041-4386	
84 HARLOW JAMES MYRON DEC TR 12/7/2001	16657 HOLLY LN		SUMMERLAND KI	FL	33042-3508	
85 MACKENZIE DREW IRA	191 PEARL AVE		TAVERNIER	FL	33070-2421	
86 GANEM JOSEPH E AND MIRIAM ELAINE	1501 SE 9TH ST		FORT LAUDERDA	FL	33316-1411	
87 KEY WEST 07 LLC	508 SW 12TH AVE		DEERFIELD BEAC	FL	33442-3110	
88 I-4 VENTURES LLC	12327 FORT KING HW		THONOTOSASSA	FL	33592-2602	
89 BEAVER MICHAEL D AND LINDA Y	1311 SCOTTSLAND DR		LAKELAND	FL	33813-3796	
90 MOURIZ LAZARO J AND MARY E	4125 SW 27TH AVE		CAPE CORAL	FL	33914-5480	
91 BAR HOPPER LLC	PO BOX 11452		NAPLES	FL	34101-1452	
92 HAUBERT ERIC J AND KRISTEN WINTERS REV TR 5/25/06	7912 HICKORY AVE		RUSSELLS POINT	OH	43348-9678	
93 FISK CAROL BUCKLEY REVOCABLE TRUST 3/5/2003	20 HILLARY FARM LN		SAINT PAUL	MN	55110-5934	
94 ALDEN PAULETTE BATES	4900 WASHBURN AVE S		MINNEAPOLIS	MN	55410-1814	
95 CANNON ROGER	PO BOX 8666		ROLLING MEADO	IL	60008-8666	
96 CONCH HARBOR RENTAL SERVICES LLC	3810 W ALABAMA ST		HOUSTON	TX	77027-5294	
97 AMITCH LLC	3810 W ALABAMA ST		HOUSTON	TX	77027-5294	
98 JSM HOLDINGS LLC	3810 W ALABAMA ST		HOUSTON	TX	77027-5294	
99 MOSTYN JOHN STEVEN	3810 W ALABAMA ST		HOUSTON	TX	77027-5294	
100 1993 SUSAN MCCALL TRUST	22431 GILMORE RD		WEST HILLS	CA	91307-3707	

Exhibit D (10/20)

**PLANNING BOARD
RESOLUTION No. 2012-52**

**A RESOLUTION OF THE KEY WEST
PLANNING BOARD GRANTING VARIANCES
TO BUILDING COVERAGE, IMPERVIOUS
SURFACE RATIO, FRONT AND STREETSIDE
SETBACK REQUIREMENTS AND PARKING
REQUIREMENTS FOR PROPERTY LOCATED
AT 951 CAROLINE STREET (RE# 00002970-
000000), UNDER THE CODE OF ORDINANCES
OF THE CITY OF KEY WEST, FLORIDA;
PROVIDING FOR AN EFFECTIVE DATE.**

WHEREAS, Code Section 90-391 allows applicants to request variances to the Land Development Regulations through the Planning Board; and

WHEREAS, Section 122-720 of the Code of Ordinances provides for the maximum and minimum dimensional requirements for property located in the HRCC-2 zoning district; and

WHEREAS, the applicant requested variances to Section 122-720 (4) a. & b.: building coverage and impervious surface ratio; and

WHEREAS, the applicant requested variances to Section 122-720 (6) a. & d.: front and side-yard setbacks; and

WHEREAS, the applicant requested a variance to parking requirements per Section 108-572 (16): one parking space per 300 square feet of commercial floor area; and



Chairman



Planning Director

WHEREAS, this matter came before the Planning Board at a public hearing on November 15, 2012; and

WHEREAS, the Planning Board finds that special conditions and circumstances exist which are peculiar to the land, structure, or building involved and which are not applicable to other land, structures or buildings in the same district; and

WHEREAS, the Planning Board finds that the special conditions do not result from the action or negligence of the applicant; and

WHEREAS, the Planning Board finds that granting the variance requested will not confer upon the applicant any special privileges denied by the Land Development Regulations to other lands, buildings or structures in the same zoning district; and

WHEREAS, the Planning Board finds that the literal interpretation of the provisions of the Land Development Regulations would deprive the applicant of rights commonly enjoyed by other properties in this same zoning district under the terms of this ordinance and would work unnecessary and undue hardship on the applicant; and

WHEREAS, the Planning Board finds that the variance granted is the minimum variance

that will make possible the reasonable use of the land, building or structure; and

WHEREAS, the Planning Board finds that the granting of the variance will be in harmony with the general intent and purpose of the Land Development Regulations and that such variance will not be injurious to the area involved or otherwise detrimental to the public interest or welfare; and

WHEREAS, the Planning Board finds that no non-conforming use of neighboring lands, structures, or buildings in the same district, and no permitted use of lands, structures or buildings in other districts shall be considered grounds for the issuance of any variance; and

WHEREAS, the Planning Board finds that the applicant has demonstrated a “good neighbor policy” by contacting or making a reasonable attempt to contact all noticed property owners who have objected to the variance application, and by addressing the objections expressed by those neighbors;

NOW, THEREFORE, BE IT RESOLVED by the Planning Board of the City of Key West, Florida:

Section 1. That the above recitals are incorporated by reference as if fully set forth herein.

Section 2. That the variances to building coverage from the 50% allowed to the 56.8% proposed, to the impervious surface ratio from the 60% allowed to the 86.1% proposed, to the front-yard setback of 10 feet required to the 5.6 feet proposed, to the street-side setback of 7.5 feet required to the zero feet proposed and the 144 required number of parking spaces required to the 102

proposed associated with an amendment to a Major Development Plan and Condition Use approval for property located at 951 Caroline Street (RE# 00002970-000000) in the Key West Bight per Sections 122-720(4) a. & b., 122-720 (6) a. & d. and 108-572 (16) of the Land Development Regulations of the Code of Ordinances of the City of Key West, are approved as shown on the attached plan set received October 31, 2012, with the following conditions:

Condition to be completed prior to the issuance of building permits:

Any parking agreement is approved by the City Commission.

Condition to be completed prior to the issuance of a Certificate of Occupancy:

All five (5) auto and 123 bicycle scooter-parking spaces are installed.

Section 3. It is a condition of this variance that full, complete, and final application for all permits required for any new construction for any use and occupancy for which this variance is wholly or partly necessary, whether or not such construction is suggested or proposed in the documents presented in support of this variance, shall be submitted in its entirety within two years after the date hereof; and further, that no application or reapplication for new construction for which the variance is wholly or partly necessary shall be made after expiration of the two-year period without the applicant obtaining an extension from the Planning Board and demonstrating that no change of circumstances to the property or its underlying zoning has occurred.

Section 4. The failure to submit a full and complete application for permits for new construction for which this variance is wholly or partly necessary, or the failure to complete new construction for use and occupancy pursuant to this variance in accordance with the terms of a City building permit issued upon timely application as described in Section 3 hereof, shall immediately

operate to terminate this variance, which variances shall be of no force or effect.

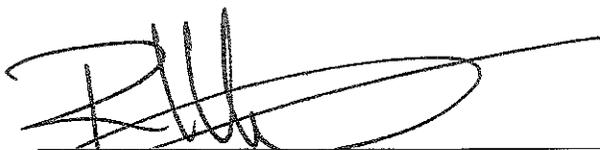
Section 5. This variance does not constitute a finding as to ownership or right to possession of the property, and assumes, without finding, the correctness of applicant's assertion of legal authority respecting the property.

Section 6. This resolution shall go into effect immediately upon its passage and adoption and authentication by the signatures of the presiding officer and the Clerk of the Commission.

Section 7. This resolution is subject to appeal periods as provided by the City of Key West Code of Ordinances (including the Land Development Regulations). After the City appeal period has expired, this permit or development order will be rendered to the Florida Department of Community Affairs. Pursuant to Chapter 9J-1, F.A.C., this permit or development order is not effective for forty five (45) days after it has been properly rendered to the DCA with all exhibits and applications attached to or incorporated by reference in this approval; that within the forty five (45) day review period the DCA can appeal the permit or development order to the Florida Land and Water Adjudicatory Commission; and that such an appeal stays the effectiveness of the permit until the appeal is resolved by agreement or order.

Read and passed on first reading at a regularly scheduled meeting held this 15th day of November, 2012.

Authenticated by the Chairman of the Planning Board and the Planning Director.



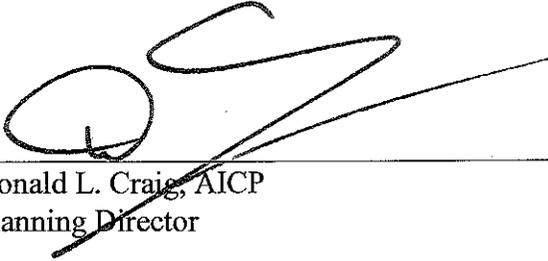
Richard Klitenick, Chairman
Key West Planning Board

11/19/2012
Date


Chairman

Planning Director

Attest:



Donald L. Craig, AICP
Planning Director

11.16.12

Date

Filed with the Clerk:



Cheryl Smith, City Clerk

11-19-12

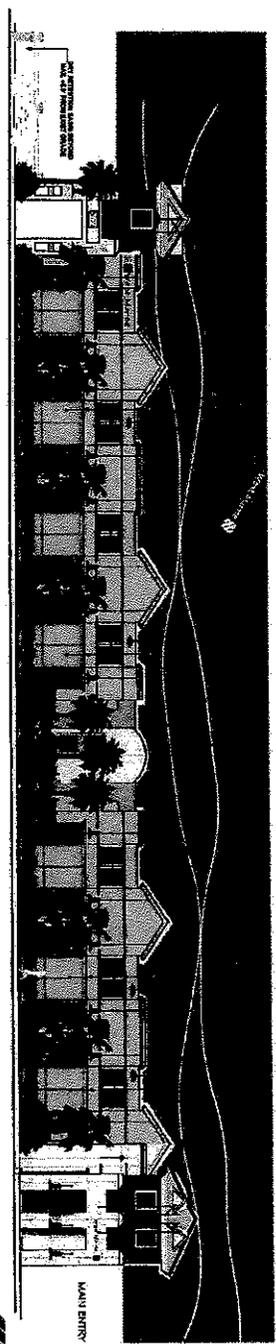
Date



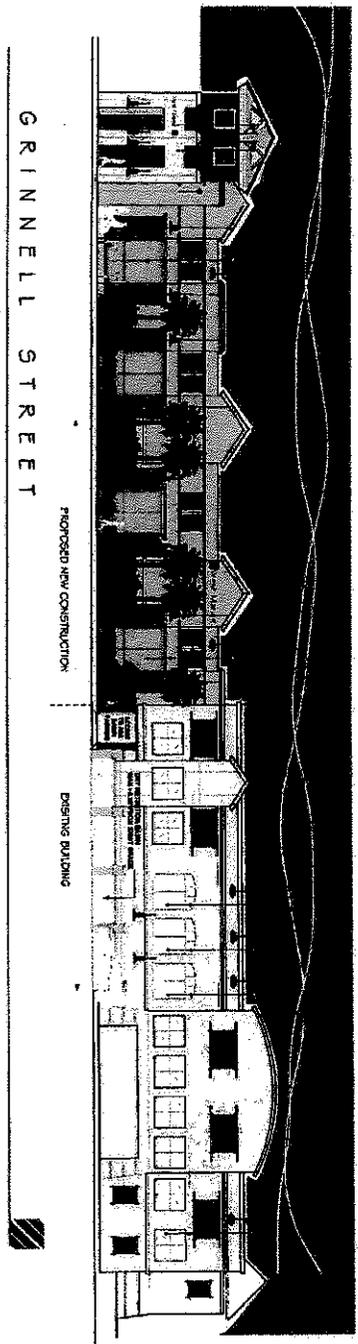
Chairman



Planning Director



CAROLINE STREET
PROPOSED ELEVATION



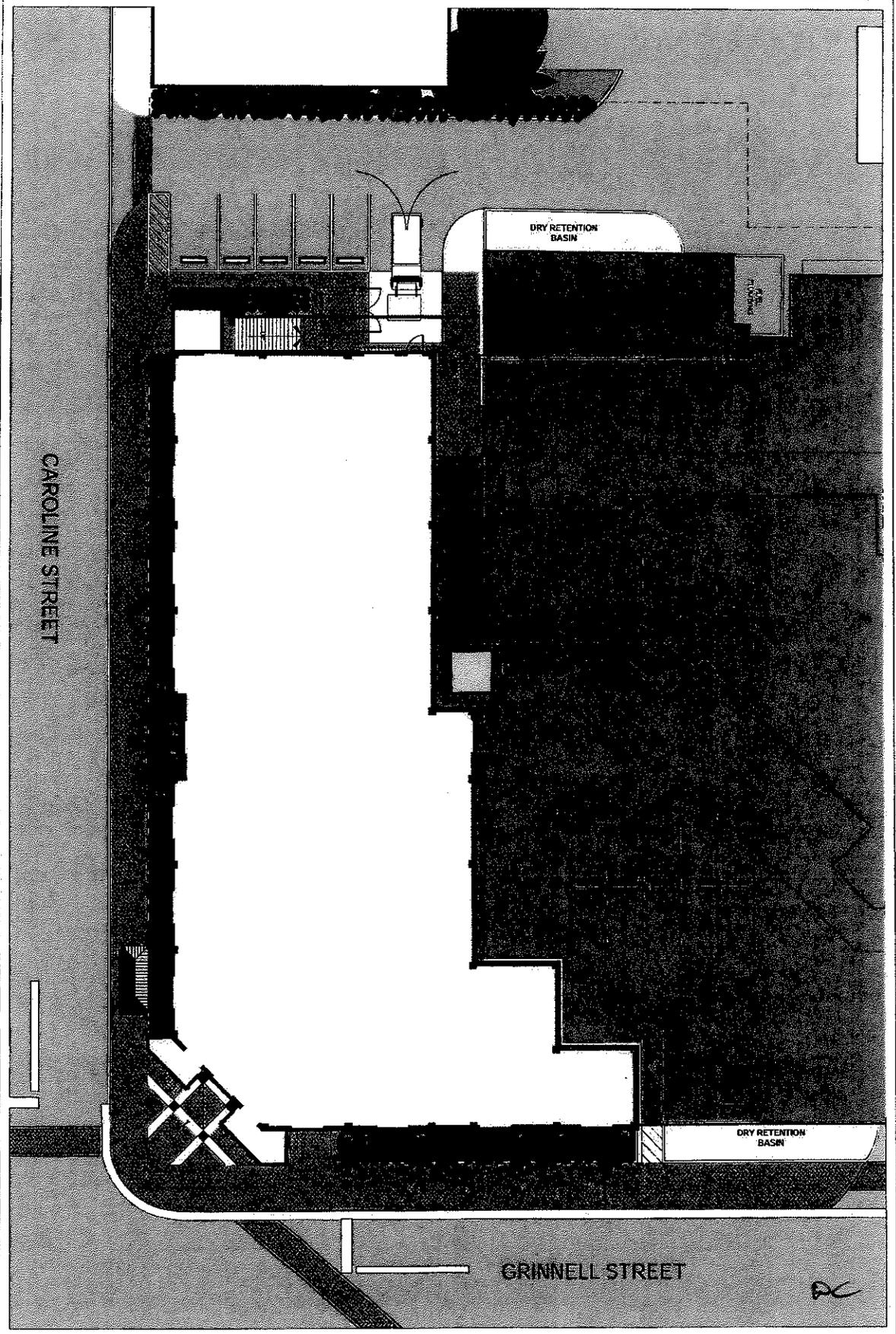
GRINNELL STREET
PROPOSED ELEVATION

SCALE: 1/8" = 1'-0"
DATE: 10/10/13
DRAWN BY: [illegible]
CHECKED BY: [illegible]

WC
EWK

<p>ELIZABETH NEWLAND LANDSCAPE ARCHITECTURE, LLC 2837 Ponce de Leon Blvd., Coral Gables, Florida 33134 305.441.2070 www.elizabethnewland.com</p>	<p>WEST MARINE ARCHITECTURAL SERVICES 2000 N. MIAMI AVE. SUITE 100 MIAMI, FL 33136 305.575.1111 www.westmarine.com</p>	<p>West Marine CONCH HARBOR 951-955 CAROLINE ST. KEY WEST, FLORIDA</p>	<p>DATE: 10/10/13 SCALE: 1/8" = 1'-0" DRAWN BY: [illegible] CHECKED BY: [illegible] PROJECT: SCHEMATIC LANDSCAPE ELEVATIONS L-4.0</p>
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1 LANDSCAPE PLAN
SCALE: 1" = 10'-0"

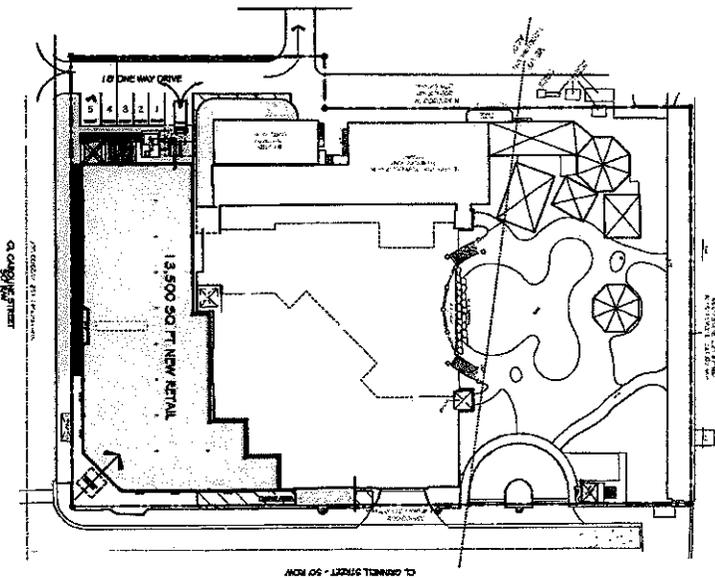
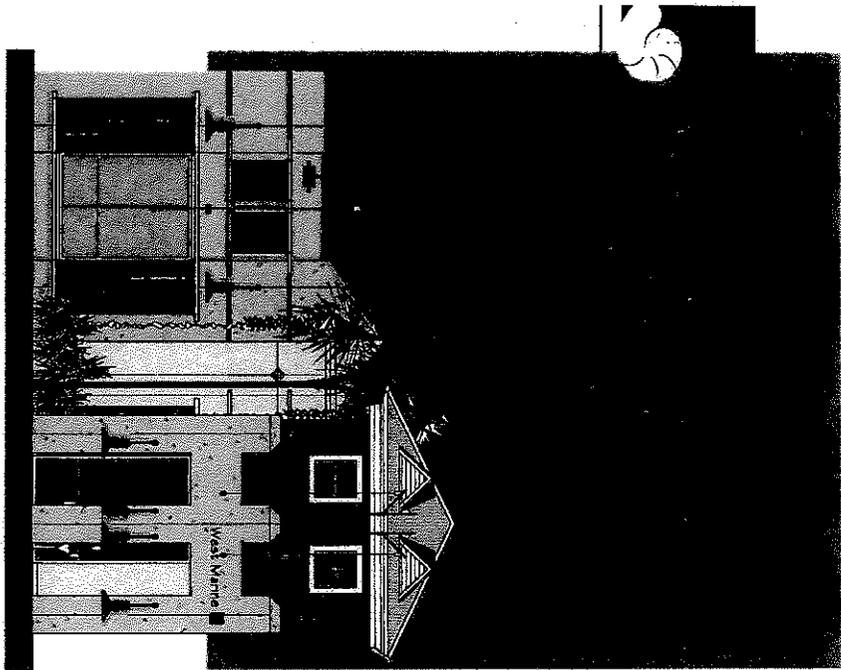


1" SCALE: 1" = 10'-0"
DATE: 08/11/11
DRAWN BY: [unclear]
CHECKED BY: [unclear]



AC
KMK

<p>DATE: 08/11/11 DRAWN BY: [unclear] CHECKED BY: [unclear]</p> <p>1-2.0</p> <p>SCHEMATIC LANDSCAPE PLAN</p>	<p>West Marine CONCH HARBOR 951-955 CAROLINE ST. KEY WEST, FLORIDA</p>	<p>ELIZABETH NEWLAND LANDSCAPE ARCHITECTS 1000 PINEAPPLE LANE, SUITE 100 KEY WEST, FLORIDA 34290 TEL: 305.241.1111 WWW.ELIZABETHNEWLAND.COM</p>	<p>ELIZABETH NEWLAND LANDSCAPE ARCHITECTS 1000 PINEAPPLE LANE, SUITE 100 KEY WEST, FLORIDA 34290 TEL: 305.241.1111 WWW.ELIZABETHNEWLAND.COM</p>
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PROPOSED SITE PLAN
SCALE: 1" = 30' B

SCALE: 1" = 30'
NAME OF SUBMITTER: HYDROLOGICAL SERVICES
SECTION 8.1, TOWNSHIP 43 SOUTH, RANGE 18 EAST
BLIND OF 1ST WEST, NAD83
DATE: 08/11/12
THIS PLAN SHOWS A PROPOSED DEVELOPMENT IN THE TOWNSHIP OF 43 SOUTH, RANGE 18 EAST, BLIND OF 1ST WEST, NAD83, SECTION 8.1.

- INDEX OF DRAWINGS
- A-1 SITE PLAN
 - A-2 FIRST LEVEL PLAN
 - A-3 SECOND LEVEL PLAN
 - A-4 GRADE LEVEL PLAN
 - A-5 PROPOSED ELEVATIONS

DC *PKK*

PETER M. FEEZ P.L.A. REGISTRATION # ARD015198

PLANNING SET 10-25-12

SHEET #
A-1
OF

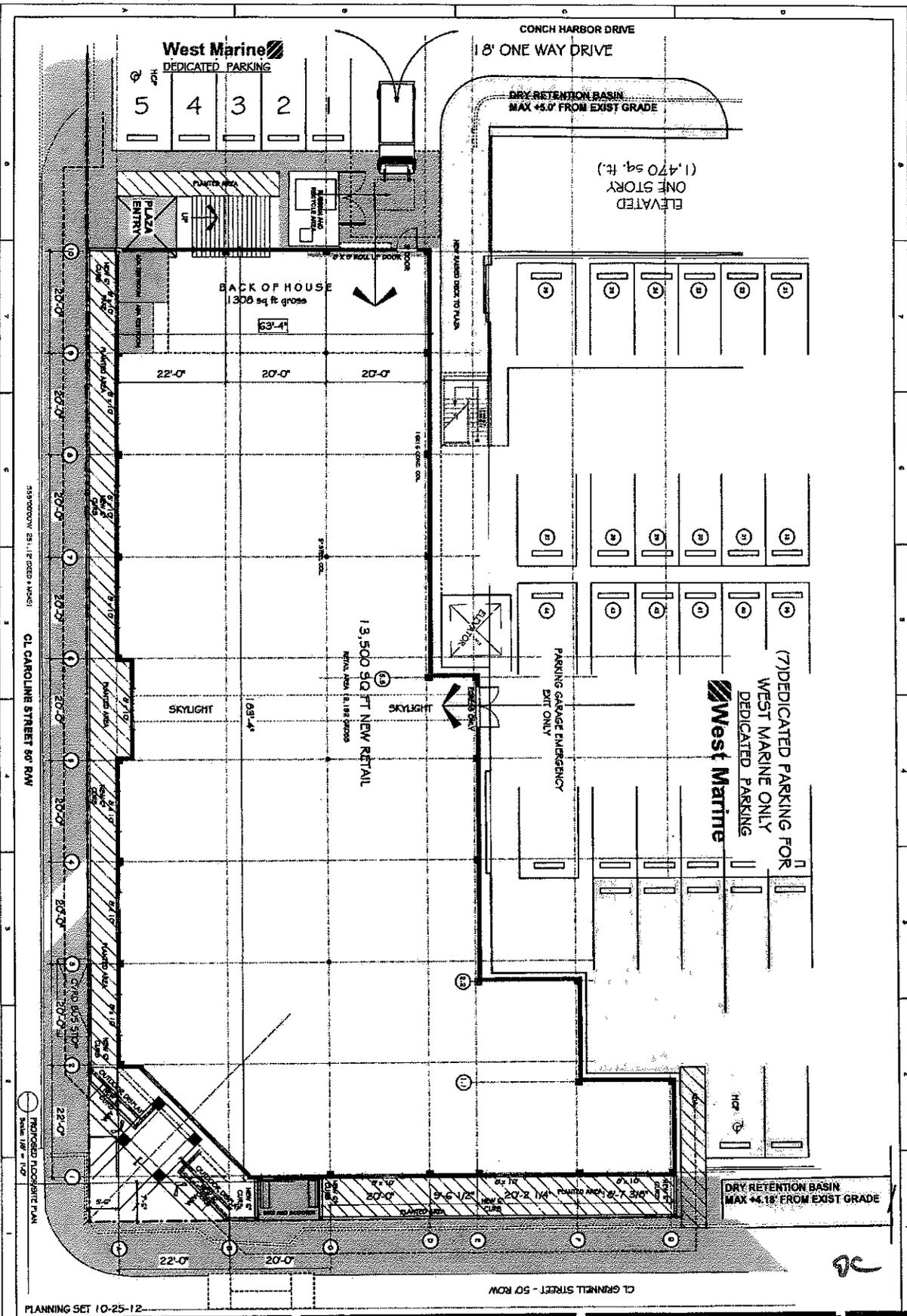
DRAWING TITLE:
SITE PLAN

PROJECT:
West Marine
CONCH HARBOR 951-855 CAROLINE ST.
KEY WEST, FLORIDA

471 US HIGHWAY 1
SUITE 103
KEY WEST, FLA. 33040
305-236-1632

PETER FEEZ
REGISTERED
PLANNING

REVISIONS	DATE	BY



PETER M. FINE P.L.L.C. REGISTRATION # AB0015198
 SCALE 1/8" = 1'-0"

PLANNING SET 10-25-12

DRAWING TITLE:
 ENLARGED PLAN

PROJECT:
West Marine
 CONCH HARBOR 851-855 CAROLINE ST.
 KEY WEST, FLORIDA

471 US HIGHWAY 1
 SUITE 101
 KEY WEST, FLA. 33040
 305-296-1692

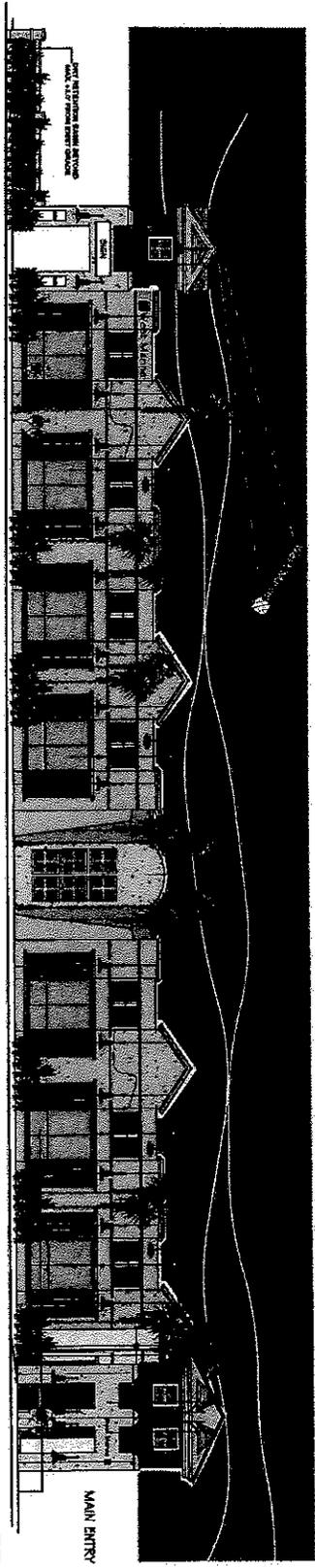
FLORIDA ARCHITECT
 REGISTERED ARCHITECT

DATE: _____
 DRAWN BY: _____
 CHECKED BY: _____
 SCALE: 1/8" = 1'-0"

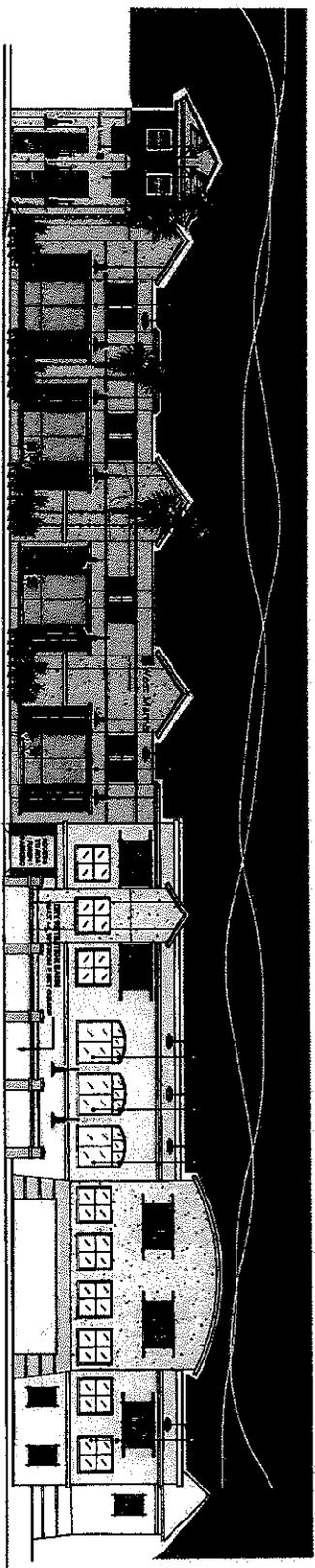
PROJECT #
A-3

NEVER, EVER! SCALE REPRODUCED DRAWINGS - BAD IDEA!

RUK



CAROLINE STREET
PROPOSED ELEVATION



GRINNELL STREET
PROPOSED ELEVATION



West Marine
PROPOSED WEST MARINE RETAIL CENTER
- AT CONCH HARBOR -
ARCHITECT : PETER PIKE & ASSOCIATES
471 US HIGHWAY 1, KEY WEST FLORIDA, 305-296-1692

PETER M. PIKE P.L.A. REGISTRATION # ABO015196

PLANNING SET 10-25-12

Sheet #
A-4
of

DRAWING TITLE:
EXISTING / PROPOSED
ELEVATIONS

PROJECT:
West Marine
CONCH HARBOR 951-955 CAROLINE ST.
KEY WEST, FLORIDA

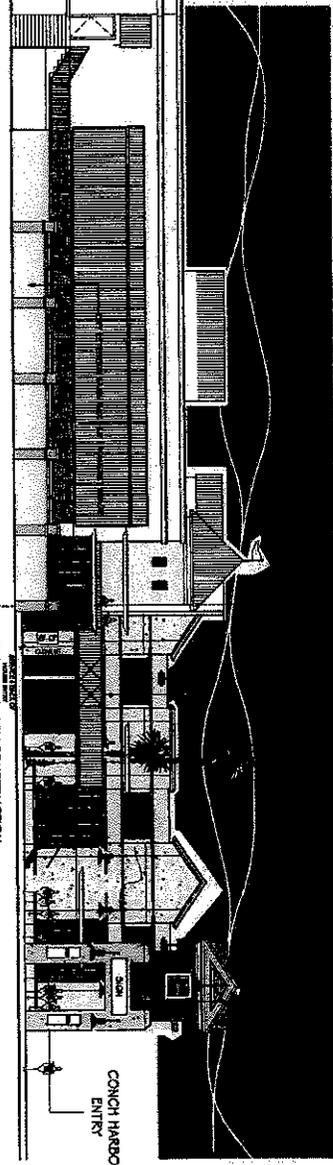
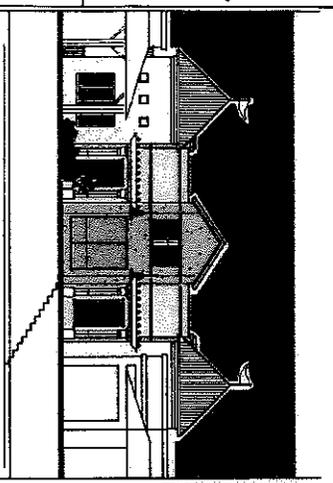
471 US HIGHWAY 1
SUITE 107
KEY WEST, FLA. 33040
305-296-1692

PETER PIKE & ASSOCIATES
ARCHITECTS

REVISIONS	DATE

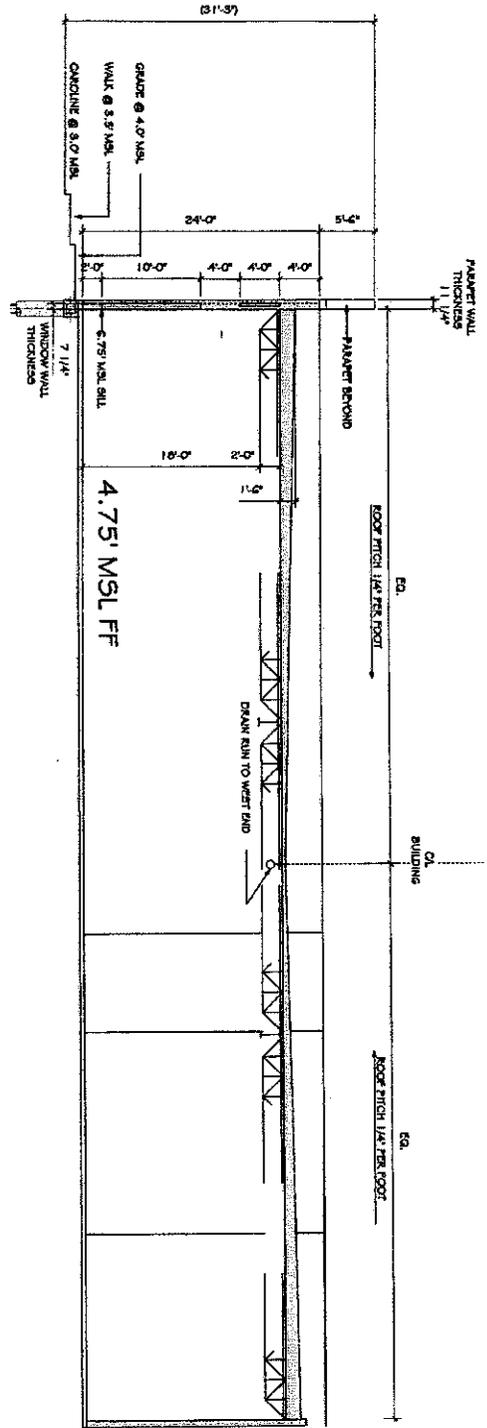
NEVER, EVER! SCALE REPRODUCED DRAWINGS - BAD IDEA

OC
KIP



CONCH HARBOR PLAZA
PROPOSED ELEVATION

CONCH HARBOR DRIVE
PROPOSED ELEVATION



PETER M. PIETZ P.L.A. REGISTRATION # AB0015186

PLANNING SET 10-25-12

SHEET #
A-5
OF

DRAWING TITLE:
PROPOSED
ELEVATIONS

PROJECT:
West Marine
CONCH HARBOR 951-955 CAROLINE ST.
KEY WEST, FLORIDA

471 US HIGHWAY 1
SUITE 101
KEY WEST, FLA. 33040
305-296-1692

PETER PIETZ
REGISTERED ARCHITECT

REVISIONS	DATE

NEVER, EVER! SCALE REPRODUCED DRAWINGS - BAD IDEA

Handwritten signature/initials



PETER N. PIKE P.A. REGISTRATION # AB0015196

PLANNING SET 10-25-12

SHEET #
A-6
OF

PROJECT NUMBER:
DATE:
DRAWN BY:
CHECKED BY:
DATE:

DRAWING TITLE:
SCHEMATIC FREIGHT
LIFT AREA

PROJECT:

West Marine
CONCH HARBOR 951-955 CAROLINE ST.
KEY WEST, FLORIDA

471 US HIGHWAY 1
SUITE 101
KEY WEST, FLA. 33040
305-236-1292

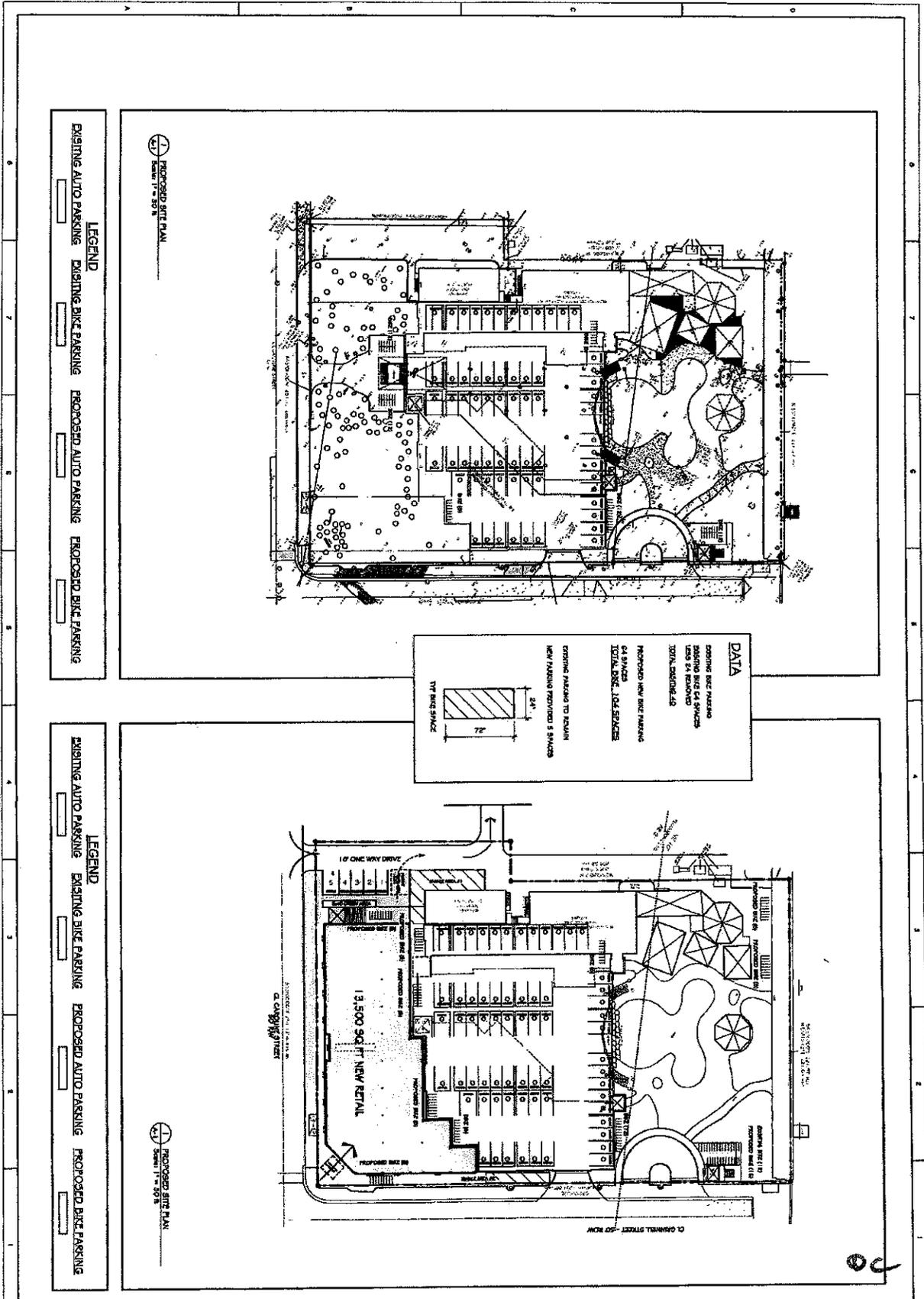
PETER N. PIKE
ARCHITECT



REVISIONS	DATE

OC

ewf



LEGEND

EXISTING AUTO PARKING [Symbol]

EXISTING BIKE PARKING [Symbol]

PROPOSED AUTO PARKING [Symbol]

PROPOSED BIKE PARKING [Symbol]

LEGEND

EXISTING AUTO PARKING [Symbol]

EXISTING BIKE PARKING [Symbol]

PROPOSED AUTO PARKING [Symbol]

PROPOSED BIKE PARKING [Symbol]

DATA

EXISTING BIKE PARKING
 EXISTING BIKE CAR SPACES
 TOTAL BIKE SPACES

PROPOSED BIKE PARKING
 PROPOSED BIKE CAR SPACES
 TOTAL BIKE SPACES

EXISTING PARKING TO REMAIN
 NEW PARKING PROVIDED 5 SPACES

1' TYP BIKE SPACE

24"

72"

PROPOSED SITE PLAN
 SCALE: 1" = 50'

PROPOSED SITE PLAN
 SCALE: 1" = 50'

PETER M. PIKE P.A. REGISTRATION # AROO15198

PLANNING SET 10-25-12

DRAWING TITLE:
 PARKING PLAN

PROJECT:
 West Marine
 CONCH HARBOR 951-955 CAROLINE ST.
 KEY WEST, FLORIDA

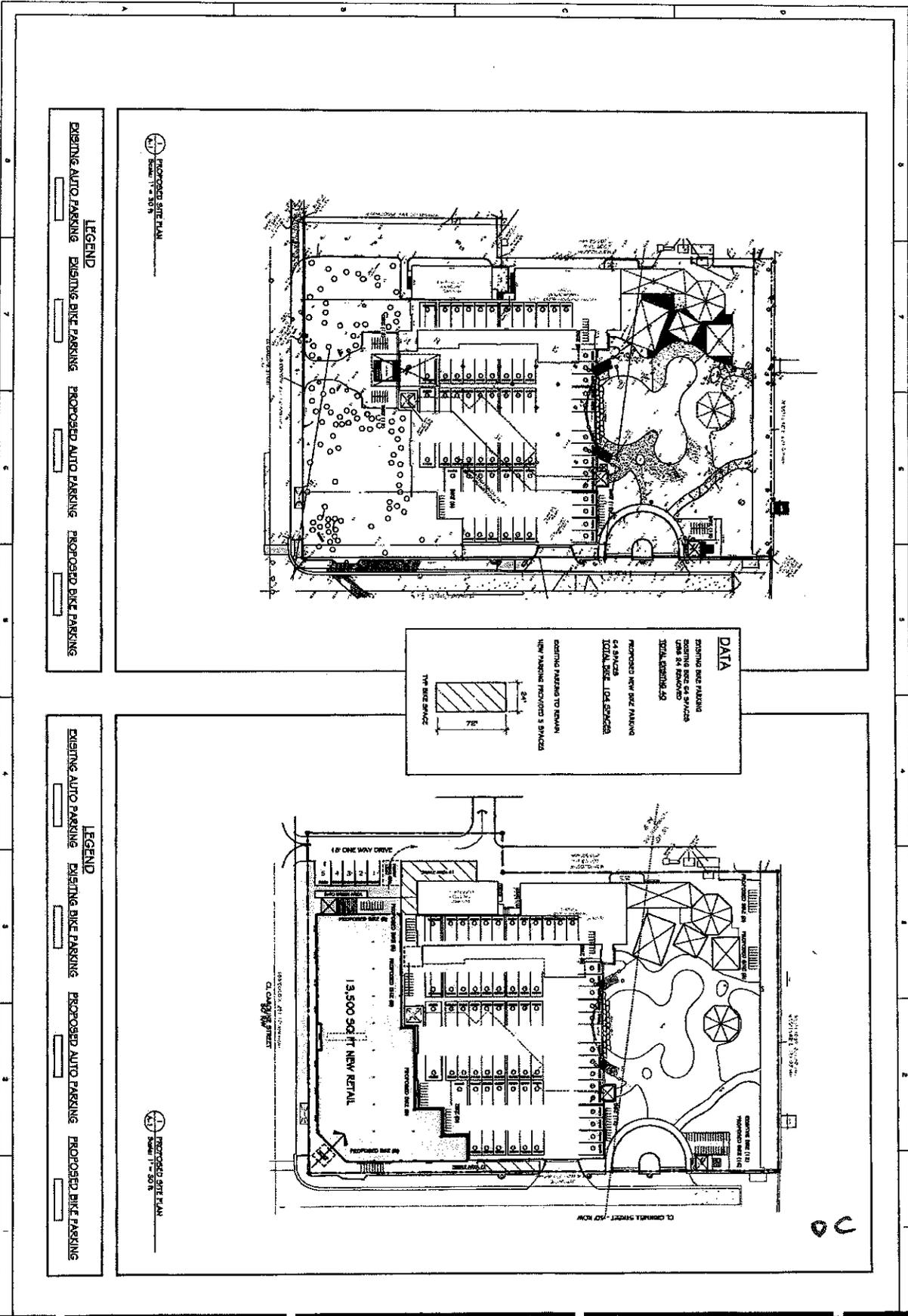
471 US HIGHWAY 1
 SUITE 101
 KEY WEST, FLA. 33040
 305-296-1492

PETER PIKE
 ARCHITECT
 P.A.

REVISIONS	DATE

NEVER, EVER! SCALE REPRODUCED DRAWINGS - BAD IDEA

OC
 PUK



LEGEND

EXISTING AUTO PARKING EXISTING BIKE PARKING PROPOSED AUTO PARKING PROPOSED BIKE PARKING

LEGEND

EXISTING AUTO PARKING EXISTING BIKE PARKING PROPOSED AUTO PARKING PROPOSED BIKE PARKING

DATA

EXISTING BIKE PARKING
 EXISTING BIKE SPACES
 TOTAL EXISTING 50

PROPOSED NEW BIKE PARKING
 24 SPACES
 TOTAL BIKE 104 SPACES

EXISTING PASSENGER TO BIKE
 NEW PARKING PROVIDED 3 SPACES

8'4" x 5'0" TYP. BIKE SPACE

DC
 RUK

PETER M. FINE P.A. REGISTRATION # ARO015195

SHEET #
 OF
 A-7

DRAWING TITLE:
 PARKING PLAN

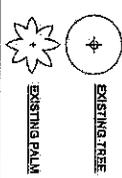
PROJECT:
West Marine
 CONCH HARBOR 951-955 CAROLINE ST.
 KEY WEST, FLORIDA

471 US HIGHWAY 1
 SUITE 401
 KEY WEST, FLA. 33040
 305-292-1692

PETER FINE ARCHITECT

REVISIONS	DATE

1 LANDSCAPE PLAN
 1/8" = 1'-0"



CAROLINE STREET

PROPOSED
 WEST MARINE RETAIL CENTER

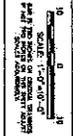
ELEVATED
 ONE STORY
 (1,470 sq. ft.)

GENERAL		CONCRETE		STEEL		WOOD		GLASS		METAL	
NO.	DESCRIPTION	QTY	UNIT	QTY	UNIT	QTY	UNIT	QTY	UNIT	QTY	UNIT
1	CONCRETE	100	YD	50	YD	20	YD	10	YD	5	YD
2	STEEL	100	LB	50	LB	20	LB	10	LB	5	LB
3	WOOD	100	BF	50	BF	20	BF	10	BF	5	BF
4	GLASS	100	SF	50	SF	20	SF	10	SF	5	SF
5	METAL	100	LB	50	LB	20	LB	10	LB	5	LB

DRY RETENTION
 BASIN

GRINNELL STREET

NOTES:
 NOT FOR CONSTRUCTION.
 SITE PLAN PROVIDED BY PETER PIKE ARCHITECT.
 SURVEY BASE PROVIDED BY PEREZ ENGINEERING.



West Marine
 CONCH HARBOR 951-955 CAROLINE ST.
 KEY WEST, FLORIDA

ELIZABETH NEWLAND
 LANDSCAPE ARCHITECTURE LLC

2025 Project: West Marine Retail Center
 951-955 Caroline St., Key West, FL 33440
 Elizabeth Newland, Landscape Architect
 Elizabeth@westmarine.com

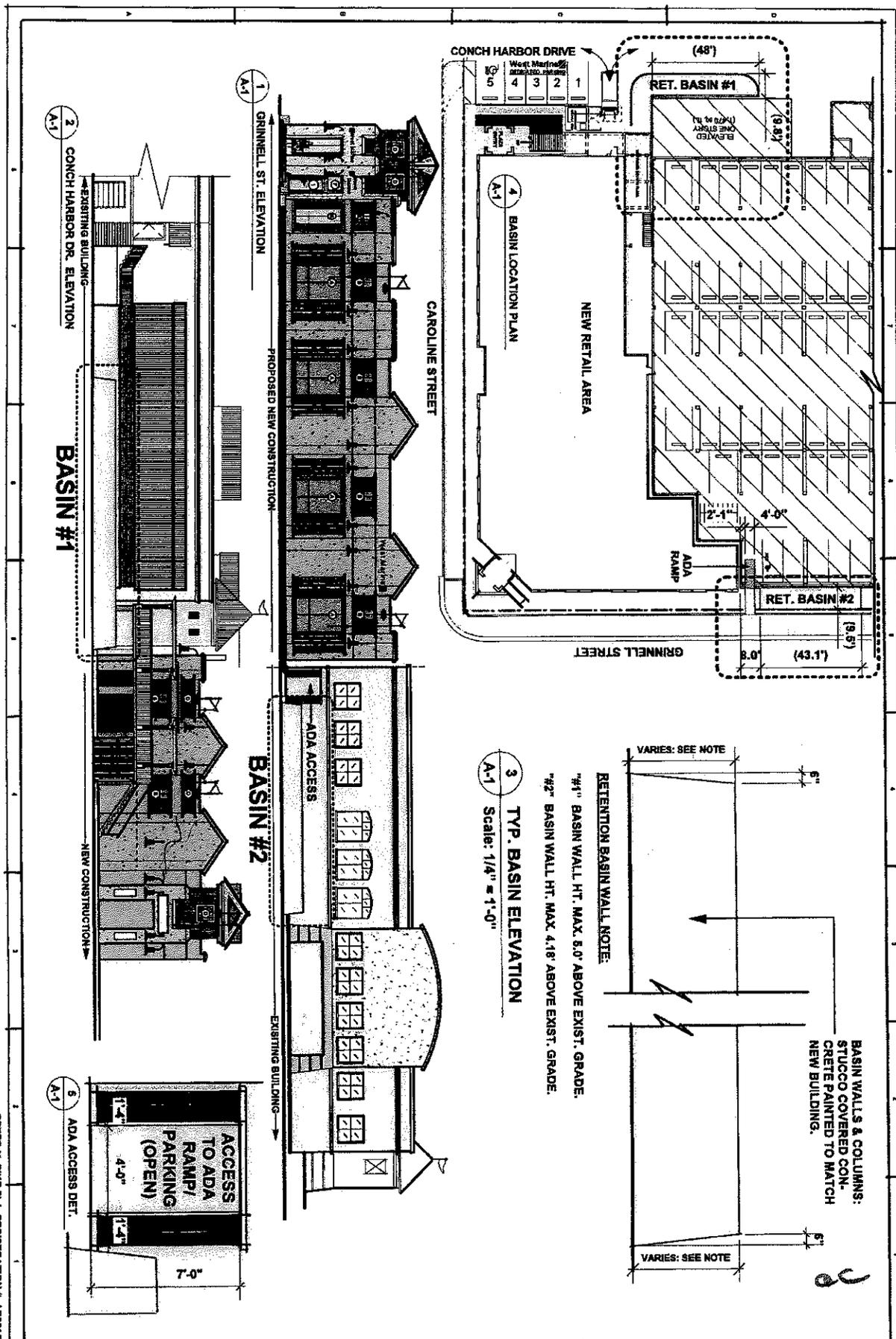
DATE: 10/15/2024
 DRAWING NO.: L-2.0
 PROJECT NO.: 2024-001

1/8" = 1'-0"

L-2.0

SCHEMATIC LANDSCAPE PLAN

Handwritten initials: ENL



RETENTION BASIN WALL NOTE:

- #1" BASIN WALL HT. MAX. 6.0' ABOVE EXIST. GRADE.
- #2" BASIN WALL HT. MAX. 4.18' ABOVE EXIST. GRADE.

3 TYP. BASIN ELEVATION
 Scale: 1/4" = 1'-0"

BASIN WALLS & COLUMNS:
 STUCCO COVERED CON-
 CRETE PAINTED TO MATCH
 NEW BUILDING.

VARIES: SEE NOTE

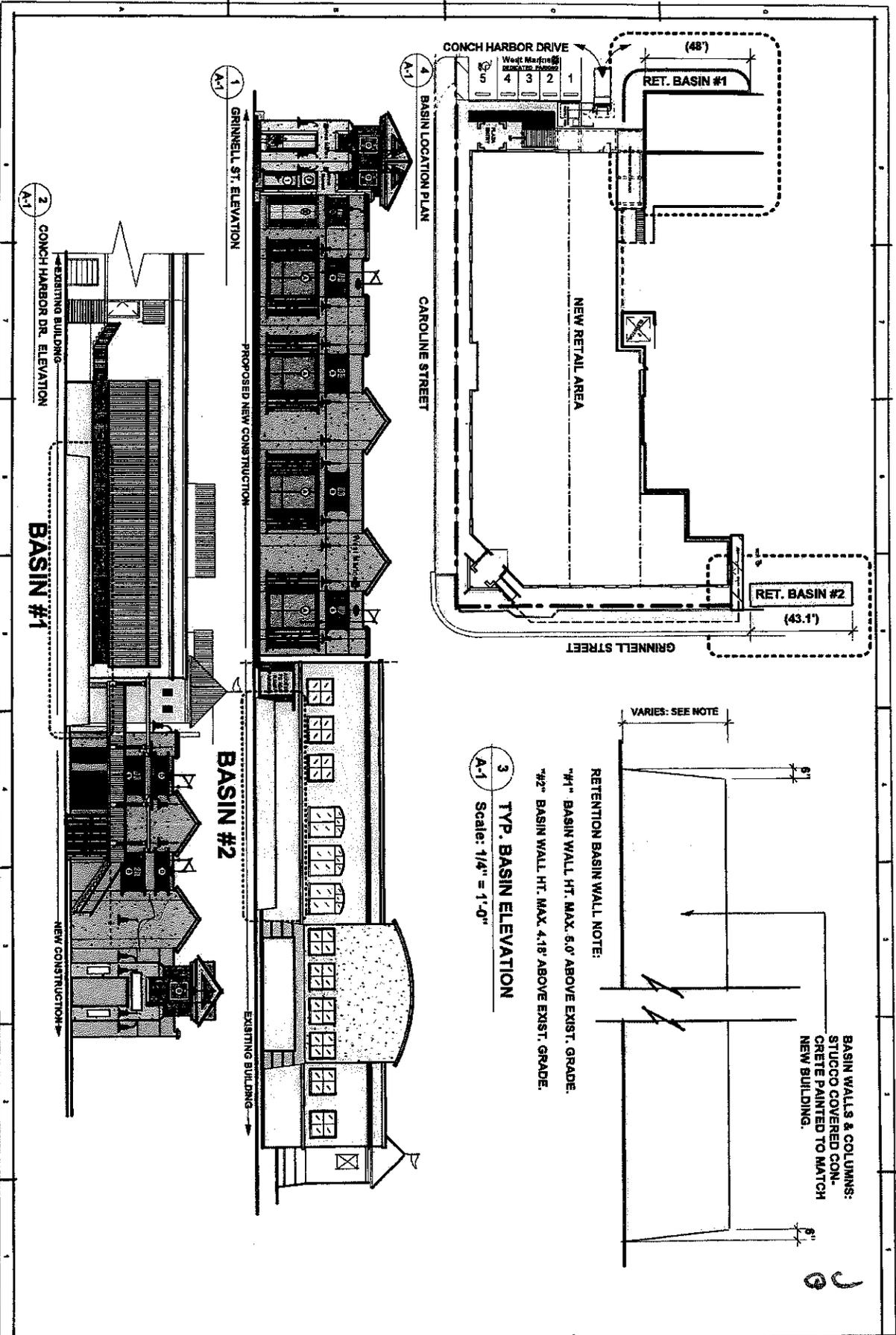
VARIES: SEE NOTE

VARIES: SEE NOTE

pkc

PETER M. PIKE FLA. REGISTRATION # AR0015198

SHEET #1 OF 1	DRAWING TITLE: SITE PLANDetails RETENTION BASINS	PROJECT: CONCH HARBOR 961-886 CAROLINE ST. KEY WEST, FLORIDA	421 US HIGHWAY 1 SUITE 201 KEY WEST, FLA. 33040 304-236-1892 PETER M. PIKE ARCHITECT
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PETER M. PIKE FLA. REGISTRATION # AR0016198

<p>SHEET #1 A-1 OF 1</p>	<p>DRAWING TITLE: SITE PLAN & SITE DATA</p>	<p>PROJECT: West Marine CONCH HARBOR 351-555 CAROLINE ST. KEY WEST, FLORIDA</p>	<p>471 US HIGHWAY 1 SUITE 101 KEY WEST, FLA. 33040 305-296-1892</p> <p>PETER PIKE ARCHITECT</p>
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NEVER, EVER! SCALE REPRODUCED DRAWINGS - BAD IDEA!

Exhibit E (10/20)

RESOLUTION NO. 12-362

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF KEY WEST, FLORIDA, APPROVING A MAJOR MODIFICATION TO THE MAJOR DEVELOPMENT PLAN AND CONDITIONAL USE APPROVAL PREVIOUSLY APPROVED BY RESOLUTION 99-225 FOR THE PROPERTY LOCATED AT 951 CAROLINE STREET (RE #00002970-000000); PROVIDING CONDITIONS; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, section 108-91C(3) and (4) of the Code of Ordinances allows applicants to request major modifications to major development plans, including changes to specific conditions of development approvals, and those requests are required to be treated in the same manner as the original approval; and

WHEREAS, the Key West City Commission approved a major development plan and conditional use for the property in Resolution No. 99-225; and

WHEREAS, the applicant requested to modify the design of the Major Development Plan and modify conditions of City Commission approval granted in Resolution No. 99-225; and

WHEREAS, in Planning Board Resolution No. 2012-51 the Planning Board of the City of Key West recommended approval and found the modifications to the Major Development Plan to be in harmony with the general purpose and intent of the Land Development Regulations, and not injurious to the neighborhood, or otherwise detrimental to the public welfare; and

WHEREAS, in Planning Board Resolution No. 2012-52 the Planning Board of the City of Key West approved the applicant's variance request from the parking requirements contained in section 108-572(16) of the Land Development Regulations.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF KEY WEST, FLORIDA, AS FOLLOWS:

Section 1: That the above recitals are incorporated by reference as if fully set forth herein.

Section 2: That the proposed major modification to major development plan and conditional use for 951 Caroline Street is hereby approved, with conditions as set forth in Planning Board Resolution Number 2012-51, and described herein.

Section 3: That approval to the requested major modification is conditioned upon the following supplemental and modified requirements:

Conditions to be completed prior to or in conjunction with the issuance of building permits:

1. The applicant shall enter into a Parking Agreement to effectuate the provisions contained in Planning Board Resolution No. 2012-52 in a form approved by the Planning Director and the City Attorney. The City Manager is hereby authorized to execute the Parking Agreement in behalf of the City.

Conditions to be completed prior to the issuance of certificate of occupancy:

2. All five (5) auto and 123 bicycle/scooter parking spaces are installed.

Section 4: That this Resolution shall go into effect immediately upon its passage and adoption and authentication by the signature of the presiding officer and the Clerk of the Commission and is subject to appeal periods as provided by the City of Key West Code of Ordinances (including the Land Development Regulations). After the City appeal period has expired, this permit or development order will be rendered to the Florida Department of

Community Affairs. Pursuant to Chapter 9J-1, F.A.C., this permit or development order is not effective for forty five (45) days after it has been properly rendered to the DCA with all exhibits and applications attached to or incorporated by reference in this approval; that within the forty five (45) day review period the DCA can appeal the permit or development order to the Florida Land and Water Adjudicatory Commission; and that such an appeal stays the effectiveness of the permit until the appeal is resolved by agreement or order.

Passed and adopted by the City Commission at a meeting held this 4th day of December, 2012.

Authenticated by the presiding officer and Clerk of the Commission on December 5, 2012.

Filed with the Clerk December 5, 2012.


CRAIG CATES, MAYOR

ATTEST:

CHERYL SMITH, CITY CLERK

PARKING AGREEMENT

THIS AGREEMENT, is entered into this 24th day of January, 2013, between the City of Key West, Florida, a municipal corporation organized and existing under the laws of the State of Florida, (hereinafter "City") and Conch Harbor Retail Center, LLC, (hereinafter "CH"),

WITNESSETH

Whereas, CH is the owner of the commercial property located at 951 Caroline St., Key West Monroe County, Florida (hereinafter the "Property"); and

Whereas, City and the Utility Board of the City of Key West, Florida, currently have in place a Lease Agreement for the property commonly referred to as the Park and Ride Facility located across Caroline Street from the Property (the "Park and Ride Property"), which Lease Agreement expires on December 31, 2023; and

Whereas, City and CH currently have in place an approved parking agreement dated August 11, 1998 for the Property that provides for use of space at the Park and Ride Facility; and

Whereas, City and CH desire to replace the prior parking agreement with this agreement in order to provide for an updated agreement that reflects the documented history of the Property's unique parking impacts, the data and analysis collected as part of the comprehensive parking study performed by Traf Tech Engineering Inc. and dated September 2012, current code requirements and the proposed redevelopment at the Property; and

Whereas, the City of Key West Land Development Regulations Article V, Division 3 – Variances Section 90-391 provides for variances to the Land Development Regulations when a literal enforcement of the land development regulations would result in unnecessary hardship; and

Whereas, on November 15, 2012, the Key West Planning Board passed Resolution No. 2012-52, approving a variance to the Land Development Regulations reducing the required onsite parking to 71 spaces after finding that the literal enforcement of the land development regulations would have resulted in unnecessary hardship; and

Whereas, the City of Key West Land Development Regulations Article V, Division 3 – Variances Section 90-395(b) provides for the prescribing of appropriate conditions and safeguards pertaining to variances; and

Whereas, the Key West Planning Board's approval of the variance to the Land Development Regulations contained in Resolution 2012-52 was specifically conditioned upon CH entering into a parking agreement with the City of Key West; and

Whereas, on December 4, 2012, the City Commission of the City of Key West passed Resolution No. 12-362, approving a Major Modification to the Major Development Plan and Conditional Use Approval previously approved by Resolution 99-225 pertaining to the Property; and

Whereas, the City Commission's approval of Resolution No. 12-362 was specifically conditioned upon CH entering into a Parking Agreement to effectuate the provisions contained in Resolution No. 2012-52 of the Key West Planning Board.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein and the mutual benefits accruing to both parties from the redevelopment of the Property and the terms and conditions contained herein, City and CH hereby agree as follows:

1. Parking Location

City agrees that CH may reserve parking spaces at the Park and Ride Facility, which is located across Caroline Street and within 500 feet of the Property, as necessary and subject to the terms and conditions of this agreement.

2. Agreement Term/New Agreement

This Agreement shall be for a term of 10 years beginning on the date the proposed redevelopment of the Property receives a Certificate of Occupancy. Subject to the City's ability to extend the expiration date of its Lease Agreement with the Utility Board of the City of Key West, Florida, beyond December 31, 2023, this Agreement will renew automatically for successive one year periods after the initial ten year term unless either party has cancelled the agreement pursuant to the terms hereof. Either party may cancel for any reason or no reason by giving the other party 180 days written notice of cancellation. In the event this Agreement is cancelled, CH shall immediately take all actions necessary to comply with those parking regulations contained the City's Land Development Regulations at the time this Agreement was entered into. Further, in the event this Agreement is renewed as provided for herein above and the City does not extend its Lease Agreement with the Utility Board of the City of Key West, Florida, this Agreement shall terminate on December 31, 2023, and be of no further force or effect. In this event, CH shall immediately take whatever actions are necessary to comply with those parking regulations contained in the City's Land Development Regulations at the time this Agreement was entered into.

This Agreement shall replace the prior agreement referenced above and shall be in full substitution therefore.

3. Parking Requirements

Attached hereto as Exhibit A is a parking study completed based on an analysis of the existing development and the proposed redevelopment and the parking required for said redevelopment and the parking required for the existing development.

A second parking study shall be performed after the redevelopment is in operation (not less than 3 years or as the City deems appropriate) to evaluate the parking impacts of the redevelopment. The second study may serve as the basis to re-evaluate the terms of this parking agreement

In addition, notwithstanding any provision of this agreement to the contrary, at any time, including the event in which the City does not extend its lease Agreement with the Utility Board of the City of Key West, Florida, Conch Harbor may petition the Planning Board or the City Commission, as appropriate, for reaffirmation of the parking variance without the requirement of this parking agreement should the parking study or other data indicate that the actual parking provided onsite is sufficient for the impacts created by the permitted uses on the property.

4. Compensation

The number of parking spaces required in the Park and Ride Facility based upon the City Code and accounting for what is provided on site are as set forth on Exhibit B attached hereto. The rates indicated shall increase at the rate of 3% per year. This will be calculated by adding 3% of the existing rate as it is charged at the end of any given calendar year to said existing rate. Payments will be made to City by CH on a monthly basis due on the first day of each calendar month for the term of this agreement, in advance.

Any monthly payment not received by the tenth of the month shall bear simple interest at 10% per annum from such tenth day until the payment is paid. In addition, all payments received after the 10th day of the month shall incur a \$50.00 administrative fee to cover the costs of collecting and processing late payments.

There are two categories of parking spaces contemplated under this Agreement. There are spaces that are reserved which are identified on Exhibit B as "Reservation Agreement" spaces, and there are allocated spaces which are allocated to CH and identified as "Park & Ride monthly". The spaces reserved are paid for at a lower rate because it is contemplated that City will charge for the actual use of the space when it is used and the City may allow anyone, even non CH customers, to use the space. The spaces that are allocated are paid for by CH at the City's actual monthly fee for parking in the Park & Ride facility. The allocated spaces are not identified; a placard shall be issued to the users of these spaces who will use such placards when seeking any available space within the parking facility.

5. Number of Spaces

At any time during the term of this agreement, CH may provide for its parking as required by Code in any manner it sees fit, provided it meets the requirements of City's Code of Ordinances and Land Development Regulations in effect at the time the redevelopment is approved. The number of spaces to be paid for by CH may be reduced during the term of this agreement if CH notifies City that it has provided for its required parking by alternate means.

In the event that the proposed redevelopment does not occur for any reason, the number of spaces shall be that number that CH needs to satisfy its parking requirement over and above what was needed for the existing development as of October 7, 2012, reduced by the number it has on site, without the proposed redevelopment.

6. Transferability

The City, at its discretion, may transfer the reserved spaces to any other City-owned, or -operated, parking lot within 500 feet of 951 Caroline Street.

7. Covenants of Conch Harbor : Use of Facilities

Conch Harbor covenants and agrees:

- (a) To pay all ad valorem tax, sales tax, federal income tax or any other tax which may become due and payable for the spaces which are the subject of this Agreement, during the agreement term.
- (b) To promote use of the municipal parking generally within the promotion of Conch Harbor's business.
- (c) Conch Harbor agrees to provide all required handicapped parking spaces on-site regardless of whether the remaining parking spaces may be provided off-site pursuant to this Agreement.

8. Covenants of City

City hereby covenants and agrees:

- (a) To accept as Conch Harbor's required parking the designation of municipal parking spaces as contemplated by this agreement.
- (b) That pursuant to its Lease Agreement with the Utility Board of the City of Key West, Florida, for the Park and Ride Facility, and to the federal transportation grant that in part underwrote the construction of the Park and Ride Facility, the City may enter into this Agreement.
- (c) Subject to the provisions contained herein above, to provide not less than 180-days notice to Conch Harbor to terminate this Agreement.

9. Default: Termination

The prompt payment for the designation of municipal parking upon the terms named, and the faithful observance of the City's rules, regulations and directives are the conditions upon which this Agreement is made and accepted and any failure on the part of Conch Harbor to comply with the terms of this Agreement or any of the rules and regulations or directives now in existence or which may hereafter be made may, at the option of the City, result in a termination of this Agreement. It is further covenanted and agreed between the parties that in case of default by Conch Harbor in the payment of any required sum herein provided for upon the day the same becomes due or payable or in the failure to perform any of the covenants of this lease, and such default shall continue for thirty (30) days after notice is given in writing by City, City may, at its option, declare the Agreement terminated and immediately require Conch Harbor to otherwise comply with those parking regulations contained in the City's Land Development Regulations at the time this Agreement was entered into .

10. Waiver of Breach Not Continuing Waver.

It is mutually covenanted and agreed between the parties that no waiver of a breach of any of the covenants of this Agreement shall be construed to be a waiver of any succeeding breach of the same covenant.

11. Binding Upon Successors, Etc.

This agreement and all its terms and conditions shall apply to and be binding upon and inure to the benefit of the heirs, executors, successors, and administrators of the parties where the context so requires or admits. With the exception of the successors in interest to CH's ownership of the Property, this Agreement shall not be assigned by CH.

12. Notice.

All notices, demands, or other writings in this agreement provided to be given or made or sent, or which may be given or made or sent, by either party to this Agreement to the other, shall be deemed to have been fully given or made or sent when made in writing and received by hand delivery or Certified Mail with sufficient postage prepaid thereon to carry it to this addressed destination and addressed as follows:

TO City: City Manager
 3140 Flagler Avenue
 Key West, FL 33040

With copy to: City Attorney
 3140 Flagler Avenue
 Key West, FL 33040

TO Conch Harbor: Conch Harbor Retail Center, LLC
951 Caroline Street
Key West, FL 33040

The address to which any notice, demand, or other writing may be given or made or sent to any party mentioned above may be changed by written notice given by the party mentioned above.

13. **Bankruptcy – Insolvency.**

If at any time after the date of this Agreement (whether prior to the commencement date of or during the Agreement term): (a) an involuntary proceeding in bankruptcy, insolvency or reorganization is instituted against Conch Harbor pursuant to any federal or state law now or hereafter enacted or any receiver or trustee is appointed for all or any portion of Conch Harbor's business or property or any execution or attachment is issued against Conch Harbor or Conch Harbor's business or property or against the leasehold created hereby and of such proceedings, process or appointment is not discharged and/or dismissed within sixty (60) days from the date of such filing, appointment or issuance, or (b) Conch Harbor files a voluntary petition in bankruptcy or petitions for (or enters into) an arrangement for reorganization, composition or any other arrangements with Conch Harbor's creditors under any federal or state law now or hereafter enacted or this Agreement or the estate of Conch Harbor shall herein pass to or devolve upon, by operation of law or otherwise, anyone other than Conch Harbor (except as herein provided), the occurrence of any one of such contingencies shall be deemed to constitute and shall be deemed a repudiation by Conch Harbor of its obligations hereunder and shall cause this Agreement, ipso factor, to be cancelled and terminated, but without thereby releasing Conch Harbor of its obligations hereunder. Upon termination of this Agreement as set forth in subsections (a) and (b) above, City shall have the right to retain as partial damages and not as penalty, monies paid hereunder and City shall also be entitled to exercise such rights and remedies to recover from Conch Harbor, as damages, such amounts as are specified herein, unless any statute or rule of governing the proceedings which such damages are to be proved shall lawfully limit the amount of such claims capable of being so proved, in which case City shall be entitled to recover, as and for liquidated damages, the maximum amount which may be allowed under any such statute or rule of law. Furthermore, upon termination of this Agreement, as provided herein, Conch Harbor or its successor in interest shall immediately comply with those parking regulations contained in the City's Land Development Regulations at that time, unless the City at its sole option shall extend this Agreement to such successor. Finally, upon the occurrence of termination set forth in subsections (a) and (b), City shall have an administrative claim for any and all amounts due under this Agreement.

14. Captions.

Headings labeling any provisions herein are for convenience only, and shall not in any way be construed as affecting, limiting, expanding, or stating the contents, meaning, or intent of the Agreement.

15. Severability.

If any provision of this Agreement shall be held by a court of competent jurisdiction to be invalid or unenforceable, the remaining provision shall not be impaired thereby, but such remaining provision shall be interpreted and enforced so to achieve, as near as may be, the purpose of this Agreement to the extent permitted by law.

16. Governing Law.

It is agreed that this Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Florida.

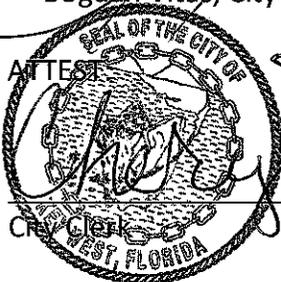
17. Entire Agreement.

This lease sets forth all the covenants, promises, agreements, and understandings between City and Conch Harbor concerning the parking facilities agreement/designation. No subsequent alteration, amendment, change, or addition to this Agreement shall be binding upon City or Conch Harbor unless reduced to writing and duly executed by both parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

CITY OF KEY WEST, FLORIDA

BY: 
Bogdan Vitas, City Manager





CONCH HARBOR RETAIL CENTER, LLC

BY: Conch Harbor Marina, LLC;
its Managing Member

BY: 
Craig H. Hunt, its Managing Member



EXECUTIVE SUMMARY

To: Bob Vitas, City Manager
Through: Donald Leland Craig, AICP, Planning Director
From: Brendon Cunningham, Senior Planner
Date: December 4, 2012

ACTION STATEMENT:

Major Development Plan - 951 Caroline Street (RE# 00002970-000000) - A request to amend a Major Development Plan and Conditional Use (CC Res. 99-225) approval in the HRCC-2 zoning district per Section 108-91(A.) (2)(b); and to modify landscaping standards along street frontage per Section 108-413(b) and minimum landscaped areas per Section 108-412(a) of the Land Development Regulations of the Code of Ordinances of the City of Key West.

Location: 951 Caroline Street (RE#00002970-000000)

Zoning: Historic Residential Commercial Core (HRCC-2) zoning district



BACKGROUND:

The site has been the location of the Conch Harbor Marina since 2003. The property consists of two restaurants and retail shops over a parking garage containing 66 spaces. There is a pool with cabanas, a boardwalk and pier for boat slips with an attached fueling station. As part of the previous approval, a landscaped area was set aside in the front of the development in anticipation of further parking needs. Currently, the total parking requirements are met by the existing on-site parking garage and an agreement between the owner and the City to secure designated parking in the Park-n-Ride garage across the street. That agreement will be voided as part of this amendment. As a result, a variance application, to include parking, is part of this process. A condition of approval will be the granting of a variance to parking requirements. The applicant will then seek to obtain a parking agreement to counter the number of parking spaces granted in the variance.

City Actions:

Development Review Committee Meeting:	July 26, 2012
HARC Meeting, #H12-01-1180:	August 15, 2012
Tree Commission Meeting:	August 16, 2012
Planning Board Meeting:	November 15, 2012
City Commission Meeting:	December 4, 2012

PLANNING STAFF ANALYSIS:

The applicant is proposing an amendment to a Major Development Plan and Conditional Use application to allow the construction of a 13,500 square foot addition to the existing development to house West Marine, a ship’s chandlery and marine specialty store. This addition will be located on the landscaped area dedicated for future parking.

The property is located within the HRCC-2 zoning district. This district is guided by Section 122-716 (5) which requires the implementation of urban design schemes that attract and encourage pedestrian traffic. To that end, the design brings the building close to the street. By doing so, building and impervious coverage’s, front-yard setback and on-site parking requirements are difficult to meet. The property has 66 existing off-street parking spaces and will add five more for a total of 71 on-site spaces. The physical land constraints of the property are not conducive for providing the required additional 72, for a total of 143 total parking spaces.

Data Table

Variance to:	Required/Allowed	Existing	Proposed
Building Coverage	50%	40.1%	56.8%
Impervious Surface Ratio	60%	69.5%	86.1%
Front-yard Setback	10 feet	43.9 feet	5.6 feet
Street-side Setback	7.5 feet	9 feet	0 feet
Parking Requirements- Auto	144	66	71
Bicycle / Scooter	25% - 31 spaces	64	123

The applicant requested that bicycle parking be substituted for 31 auto spaces: 123 bicycle by 4 equals 31 auto spaces (Sec. 108-574 & 108-576). This would bring the total on-site parking to 102 spaces: 71 auto plus 31 bicycle/auto equivalent equals 102 total spaces. The remaining variance request would be for 41 spaces. The Planning Board heard a request for variances to the

additional required spaces which it recommended approval for on November 15, 2012. Additionally, the applicant proposes a parking agreement with the City for space in the Park-n-Ride to reserve 49 parking spaces for use by staff and customer over-flow.

Options / Advantages / Disadvantages:

Option 1: Approve the Major Development Plan/Conditional Use.

- 1. Consistency with the City's Strategic Plan, Vision, and Mission:** The property is located within the HRCC-2 zoning district. This district is guided by Section 122-716 (5) which requires the implementation of urban design schemes that attract and encourage pedestrian traffic. This is consistent with the City's Strategic Plan, Vision, and Mission.
- 2. Financial Impact:** There is an anticipated financial impact. According to the Monroe County Property Appraiser the project is expected to generate \$20,000 to \$30,000 in new ad valorem taxes.

Option 2: Deny the Major Development Plan.

- 1. Consistency with the City's Strategic Plan, Vision, and Mission:** The denial of the request is not consistent with the City's Strategic Plan, Vision, and Mission.
- 2. Financial Impact:** Denying the request may cause the city to lose the opportunity for a significant improvement to the health, safety and welfare of the City.

RECOMMENDATION: Staff Recommends the City Commission approve Option 1 with the following conditions:

The Planning Department, based on the criteria established by the Comprehensive Plan and the Land Development Regulations, recommends the request for Major Development Plan and right-of-way waiver/modification be **approved** with the following conditions:

Condition to be completed prior to the issuance of building permits:

The City Commission approves a Parking Agreement for the reservation of 49 spaces in the Park-n-Ride facility. Any potential user will pay the applicable hourly/daily rates in addition to the reservation fees already assessed for the applicant.

Condition to be completed prior to the issuance of a Certificate of Occupancy:

All five (5) auto and 123 bicycle scooter-parking spaces are installed.

**PLANNING BOARD RESOLUTION
NUMBER 2012-51**

**A RESOLUTION OF THE KEY WEST
PLANNING BOARD GRANTING APPROVAL
OF A MAJOR MODIFICATION TO A MAJOR
DEVELOPMENT PLAN AND CONDITIONAL
USE APPROVAL FOR PROPERTY LOCATED
AT 951 CAROLINE STREET (RE# 00002970-
000000), KEY WEST FLORIDA; PROVIDING
FOR AN EFFECTIVE DATE.**

WHEREAS, the subject property is located in the Historic Residential Commercial Core (HRCC-2), zoning district; and

WHEREAS, Section 108-91C(3) and (4) of the Code of Ordinances allows applicants to request Major Modifications to Major Development Plans including changes to specific conditions of development approvals and those requests are required to be treated in the same manner as the original approval; and

WHEREAS, the original Major Development Plan and Conditional Use proposal was recommended for approval by the Planning Board through Resolution 1999-010 and was subsequently approved by the City Commission through Resolution 99-225; and

WHEREAS, the applicant requested to amend the approval to include the addition of

 Chairman

 Planning Director

13,500 square feet of commercial floor area; and

WHEREAS, this matter came before the Planning Board at a duly noticed public hearing on November 15, 2012; and

WHEREAS, the granting of a combined Conditional Use and Major Modification to the Major Development Plan is consistent with the criteria in the code; and

WHEREAS, the recommendation of approval of the combined Conditional Use and Major Modification to the Major Development Plan is in harmony with the general purpose and intent of the Land Development Regulations, and will not be injurious to the neighborhood, or otherwise detrimental to the public welfare; and

WHEREAS, the approval is consistent with the criteria in the Code; and

NOW, THEREFORE, BE IT RESOLVED by the Planning Board of the City of Key West, Florida:

Section 1. That the above recitals are incorporated by reference as if fully set forth herein.

Section 2. That an amendment to a Major Development Plan and Conditional Use to Resolution 1999-010 per Section 108-91(A.)(2)(b); and to modify landscaping standards along street

 Chairman

 Planning Director

frontage per Section 108-413(b) and Section and minimum landscaped areas per Section 108-412(a), under the Code of Ordinances of the City of Key West, Florida, is hereby recommended for City Commission approval for property located at 951 Caroline Street (RE#00002970-000000).

Condition to be completed prior to the issuance of building permits:

The Parking Agreement is approved by the City Commission.

Condition to be completed prior to the issuance of a Certificate of Occupancy:

All five (5) auto and 123 bicycle scooter-parking spaces are installed.

Section 3. This Conditional Use request and Major Modification to a Major Development Plan application recommended for approval to the City Commission, does not constitute a finding as to ownership or right to possession of the property, and assumes, without finding, the correctness of applicant's assertion of legal authority respecting the property.

Section 4. This resolution shall go into effect immediately upon its passage and adoption and authentication by the signatures of the presiding officer and the Clerk of the Commission.

Section 5. This resolution is subject to appeal periods as provided by the City of Key West Code of Ordinances (including the Land Development Regulations). After the City appeal period has expired, this permit or development order will be rendered to the Florida Department of Community

 Chairman

 Planning Director

Affairs. Pursuant to Chapter 9J-1, F.A.C., this permit or development order is not effective for forty five (45) days after it has been properly rendered to the DCA with all exhibits and applications attached to or incorporated by reference in this approval; that within the forty five (45) day review period the DCA can appeal the permit or development order to the Florida Land and Water Adjudicatory Commission; and that such an appeal stays the effectiveness of the permit until the appeal is resolved by agreement or order.

Read and passed on first reading at a meeting held this 29th day of November, 2012.

Authenticated by the Chairman of the Planning Board and the Planning Director.

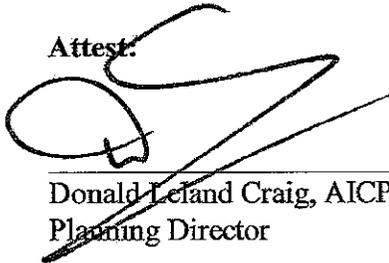


Richard Klitenick, Chairman
Key West Planning Board

11-19-2012

Date

Attest:

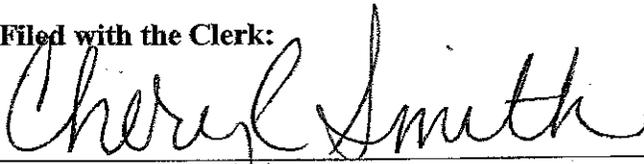


Donald Leland Craig, AICP
Planning Director

11-19-12

Date

Filed with the Clerk:



Cheryl Smith, City Clerk

11-19-12

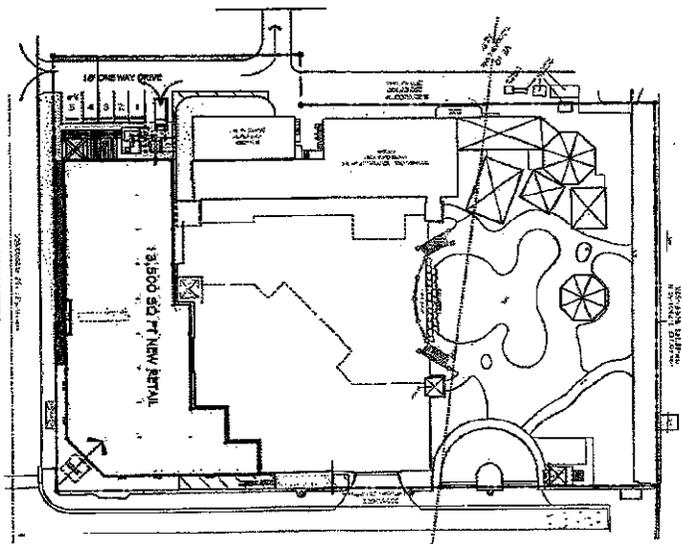
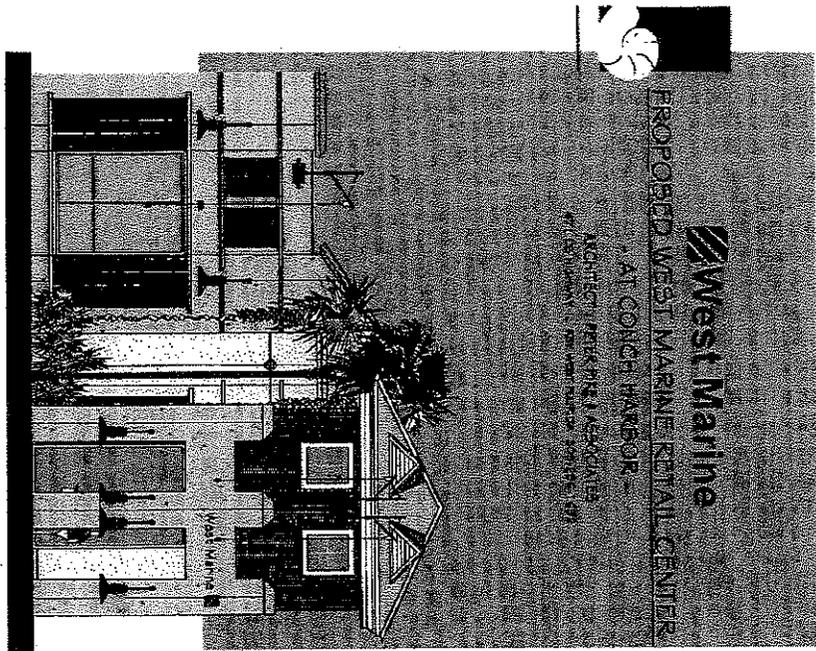
Date



Chairman



Planning Director



PROPOSED SITE PLAN
SCALE 1" = 30'

SCALE: 1" = 80'
MAP OF BOUNDARY & PROPOSING SUBJECT
SECTION 81, TOWNSHIP 48 SOUTH, RANGE 28 EAST
ISLAND OF KEY WEST, FLORIDA
WITH
NOTES ON PLANS AND/OR SPECIFICATIONS AND
1775 CAROLINE ST., SUITE 101, KEY WEST, FLORIDA
DATE: 02/20/01

- INDEX OF DRAWINGS**
- A-1 SITE PLAN
 - A-2 FIRST LEVEL PLAN
 - A-3 SECOND LEVEL PLAN
 - A-4 GRADE LEVEL PLAN
 - A-5 PROPOSED ELEVATIONS

FLANNING SET 10-25-12
PIETER H. PIET, P.E. REGISTRATION # AB0015185

SHEET #
A-1
OF

DRAWING TITLE:
SITE PLAN

PROJECT:
West Marine
CONCH HARBOR 951-825 CAROLINE ST.
KEY WEST, FLORIDA

471 10 HIGHWAY 1
SUITE 101
KEY WEST, FLA. 33040
(305) 426-1622



REVISIONS	DATE

RUK

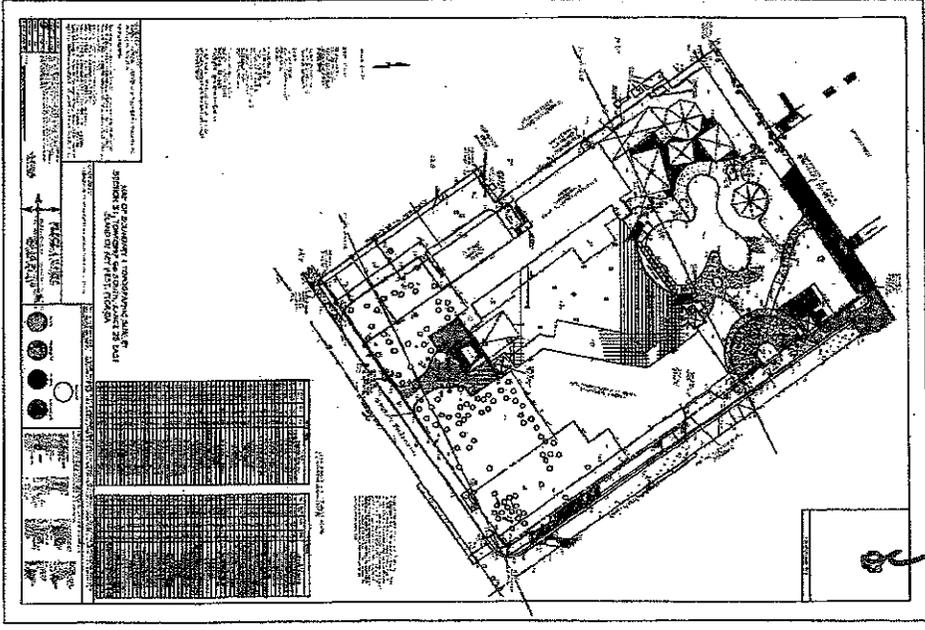
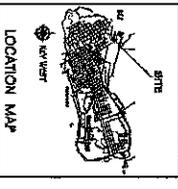


**PROPOSED WEST MARINE RETAIL CENTER
- AT CONCH HARBOR -**

ARCHITECT: PETER PIETZ & ASSOCIATES
471 US HIGHWAY 1, WEST PALM BEACH, FL 33411-1001
TEL: 561-833-1100 FAX: 561-833-1101

SITE DATA 08-03-02

ITEM	DESCRIPTION	REQUIREMENTS	COMPLIANCE
1	EXISTING UTILITIES	ALL UTILITIES TO BE MAINTAINED AND PROTECTED	YES
2	EXISTING BUILDINGS	ALL EXISTING BUILDINGS TO BE DEMOLISHED	YES
3	EXISTING DRIVEWAYS	EXISTING DRIVEWAYS TO BE MAINTAINED	YES
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100	EXISTING PAVEMENT	EXISTING PAVEMENT TO BE MAINTAINED	YES



DESIGN NOTES:	INDEX OF DRAWINGS	SEAL - ARCHITECT
THIS STRUCTURE DESIGNED TO MEET ALL APPLICABLE CODES AND REGULATIONS. ALL DIMENSIONS TO FACE UNLESS OTHERWISE NOTED.	A-1 SITE PLAN A-2 FIRST LEVEL PLAN A-3 SECOND LEVEL PLAN A-4 GRADE LEVEL PLAN A-5 PROPOSED ELEVATIONS	

PLANNING SET 10-25-12

DRAWING TITLE:
SITE PLAN DATA

SHEET #
A-2
OF

PROJECT:
West Marine
CONCH HARBOR 954-955 CAROLINE ST.
KEY WEST, FLORIDA

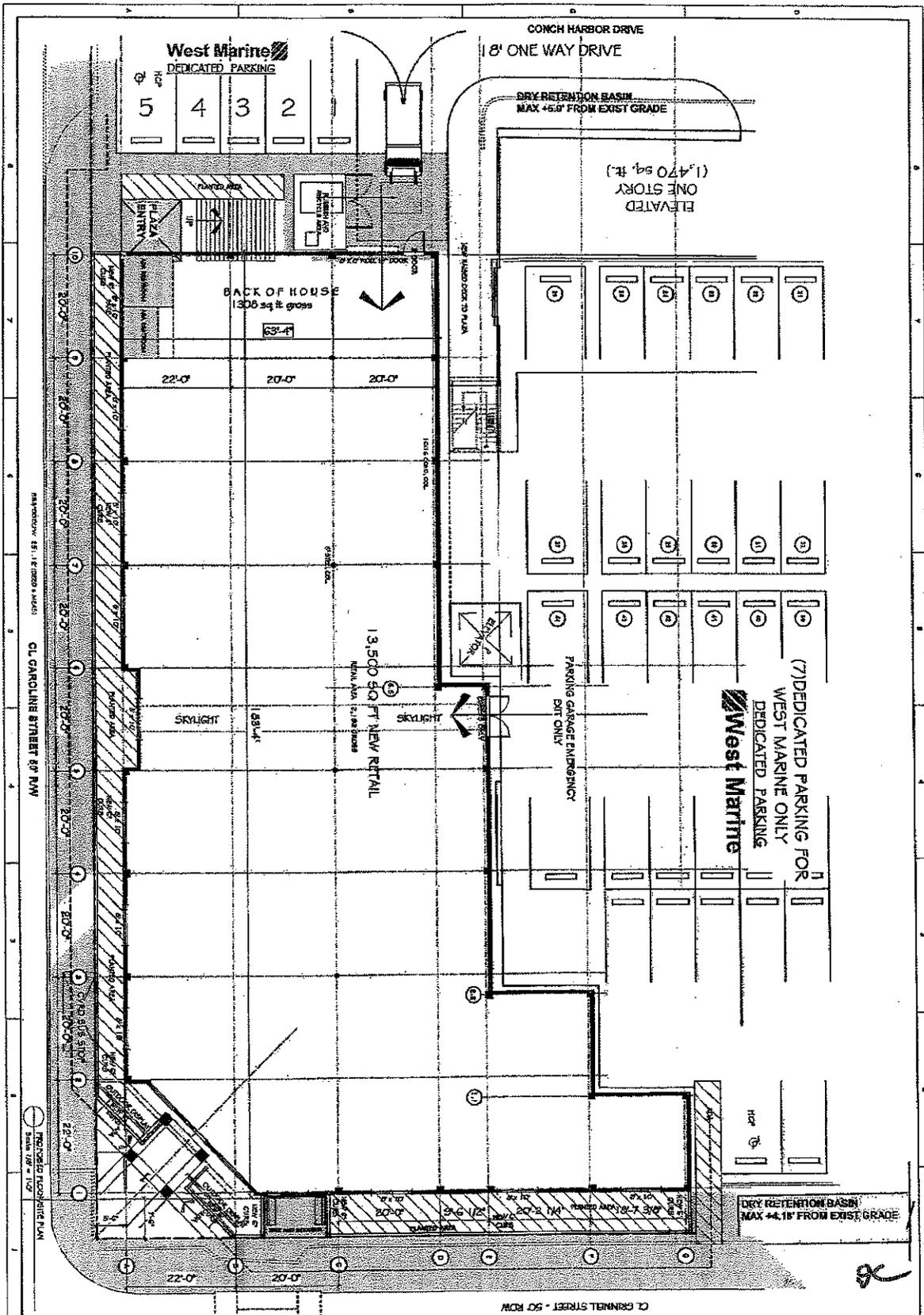
471 US HIGHWAY 1
SUITE 101
WEST PALM BEACH, FL 33411
561-833-1100

PETER PIETZ & ASSOCIATES
ARCHITECTS

REVISIONS	DATE	DESCRIPTION

NEVER EVER SCALE REPRODUCED DRAWINGS - BAD IDEA

RUF



PETER M. FINE P.A. REGISTRATION # A80016198

PLANNING SET 10-25-12

A-3 OF	DATE	12/11/12
	SCALE	AS SHOWN
DRAWING TITLE		
ENLARGED PLAN		
PROJECT NUMBER		
PROJECT NAME		
OWNER		
ARCHITECT		
FIRM		
ADDRESS		
PHONE		
FAX		
E-MAIL		

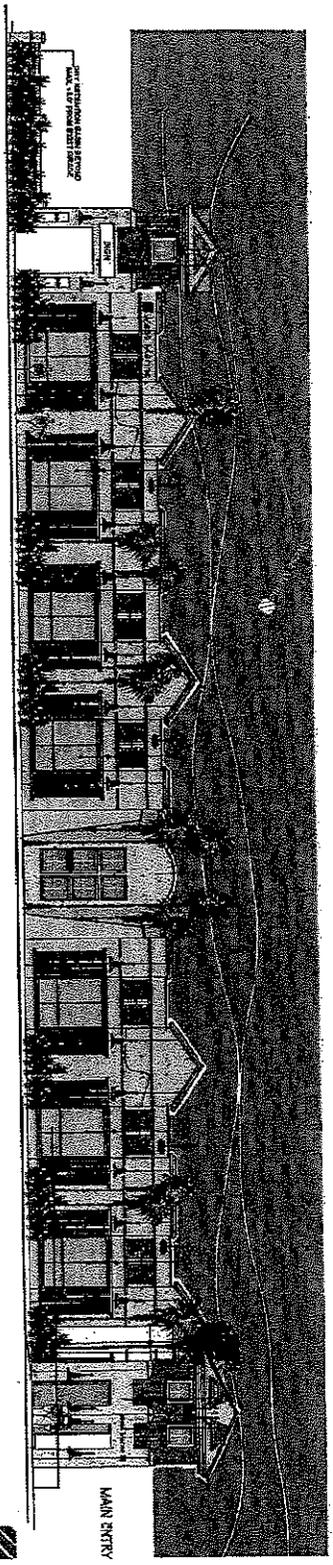
PROJECT: **West Marine**
 CONCH HARBOR 951-955 CAROLINE ST.
 KEY WEST, FLORIDA

491 US HIGHWAY 1
 SUITE 101
 KEY WEST, FLA. 33040
 305-296-1492

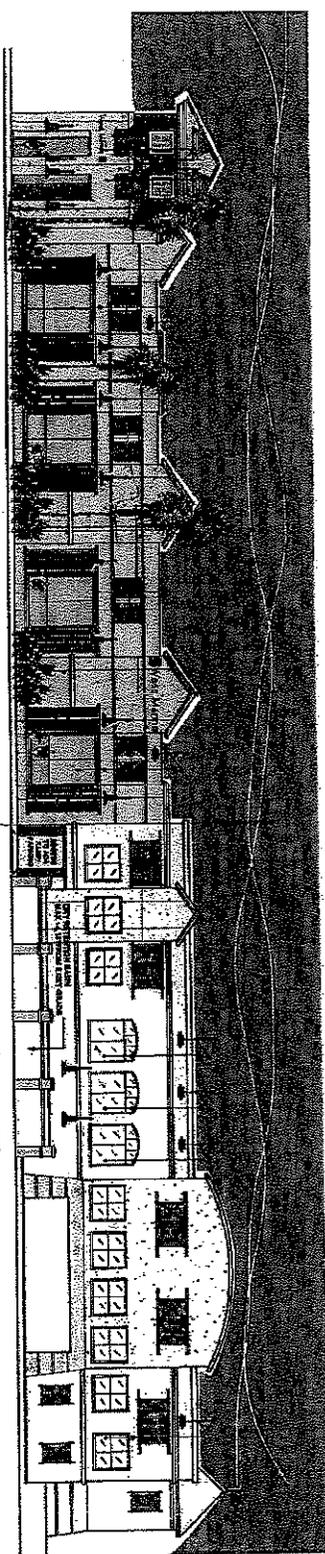
TRAVIS FILE
 ARCHITECT

NEVER, EVER! SCALE REPRODUCED DRAWINGS - BAD IDEA!

RWC



CAROLINE STREET
PROPOSED ELEVATION



GRINNELL STREET
PROPOSED ELEVATION



West Marine
PROPOSED WEST MARINE RETAIL CENTER
- AT CONCH HARBOR -
ARCHITECT: PETER PIKE & ASSOCIATES
471 US HIGHWAY 1, KEY WEST FLORIDA 33052-5811 582

PETER M. PIKE P.L.A. REGISTRATION # A80015190

PLANNING SET 10-25-12

SHEET
A-4
OF

DRAWING TITLE:
EXISTING / PROPOSED
ELEVATIONS

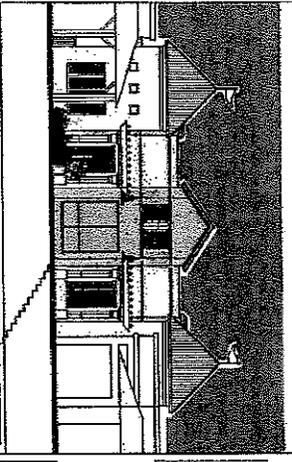
PROJECT: **West Marine**
CONCH HARBOR 851-855 CAROLINE ST.
KEY WEST, FLORIDA

471 US HIGHWAY 1
SUITE 105
KEY WEST, FLA. 33040
305-296-1092

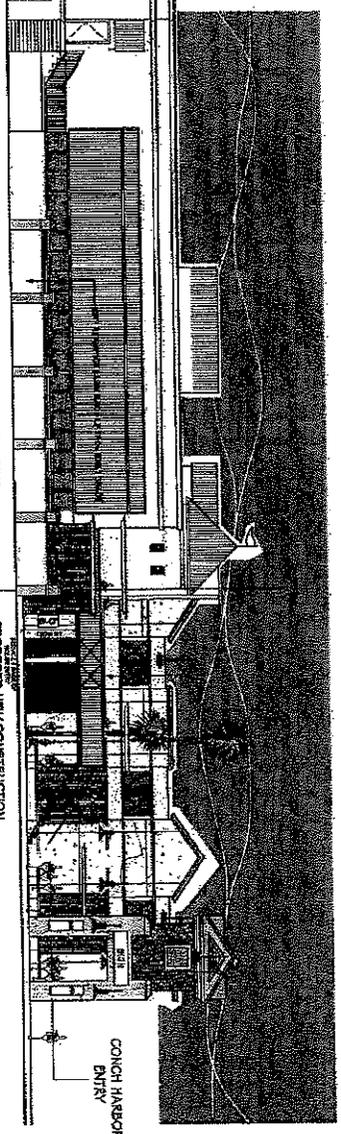


NEVER, EVER! SCALE REPRODUCED DRAWINGS - BAD IDEA!

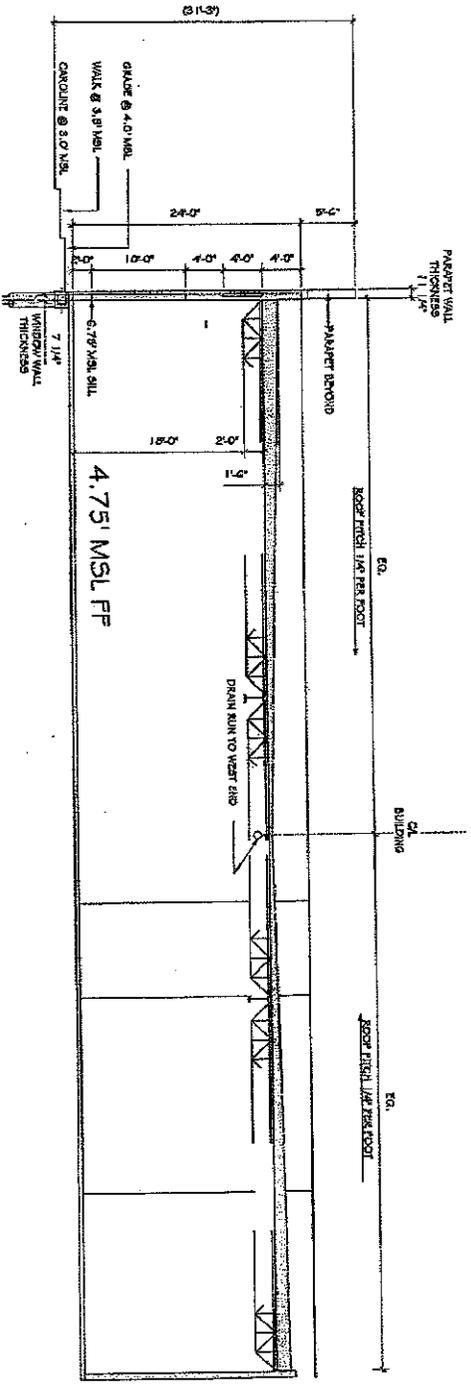
PC
RUC



CONCH HARBOR PLAZA
PROPOSED ELEVATION



CONCH HARBOR DRIVE
PROPOSED ELEVATION



PETER W. FINE, P.L.L.C. REGISTRATION # AR0015193

PLANNING SET | 10-25-12

SHEET 1
OF
A-5

DRAWING TITLE:
PROPOSED
ELEVATIONS

PROJECT **West Marine**
CONCH HARBOR 951-955 CAROLINE ST.
KEY WEST, FLORIDA

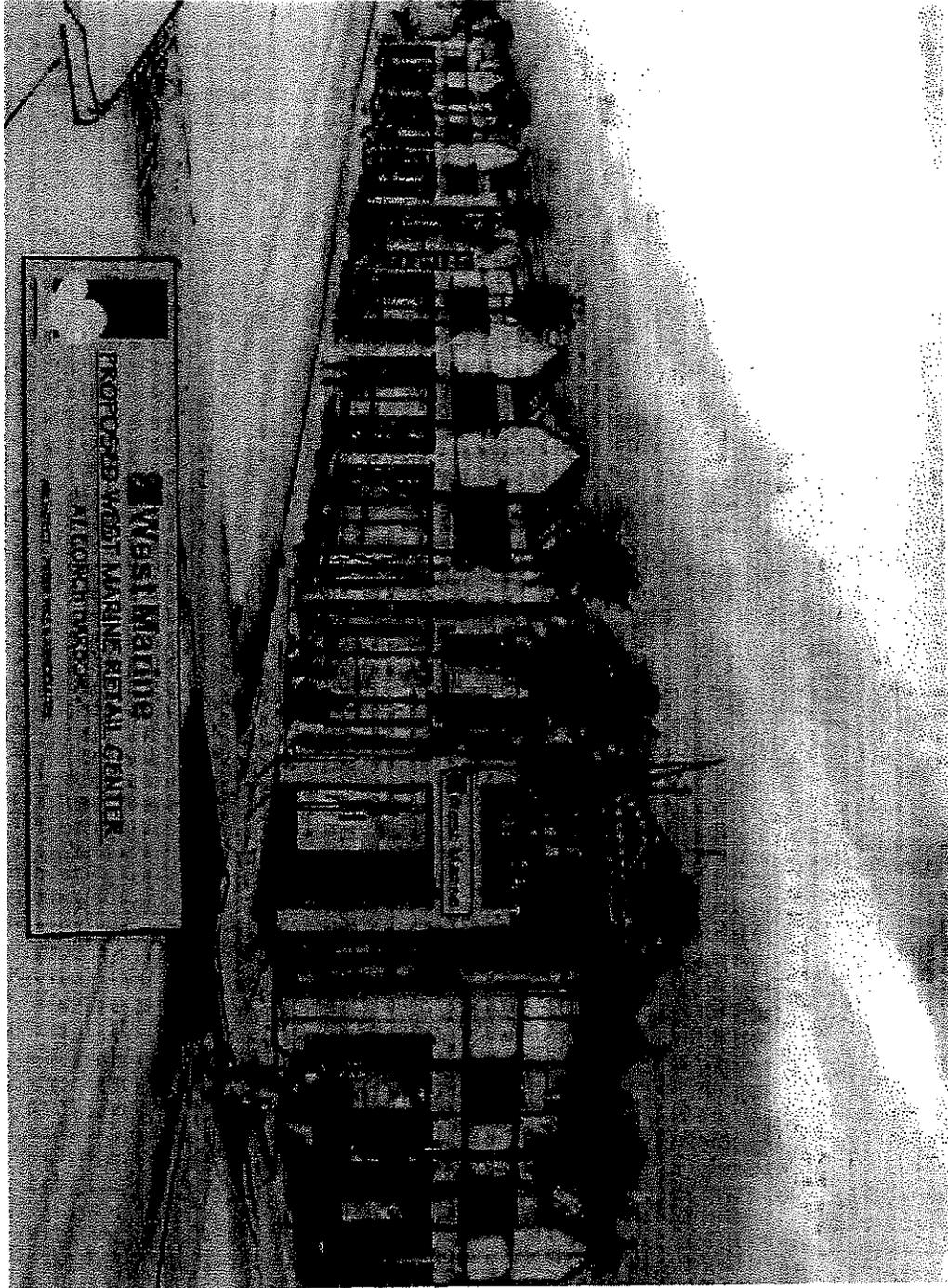
471 US Highway 1
SUITE 101
KEY WEST, FLA. 33040
305-230-1432



REVISION	DATE

NEVER, EVER SCALE REPRODUCED DRAWINGS - BAD IDEA!

Handwritten signature: C RUF



PETER M. FINE P.L.A. REGISTRATION # A00015196

PLANNING SET 10-25-12

SHEET #
A-6
OF

DRAWING TITLE:
SCHEMATIC FREIGHT
LEFT AREA

PROJECT:
West Marine
CONCH HARBOR 851-855 CAROLINE ST.
KEY WEST, FLORIDA

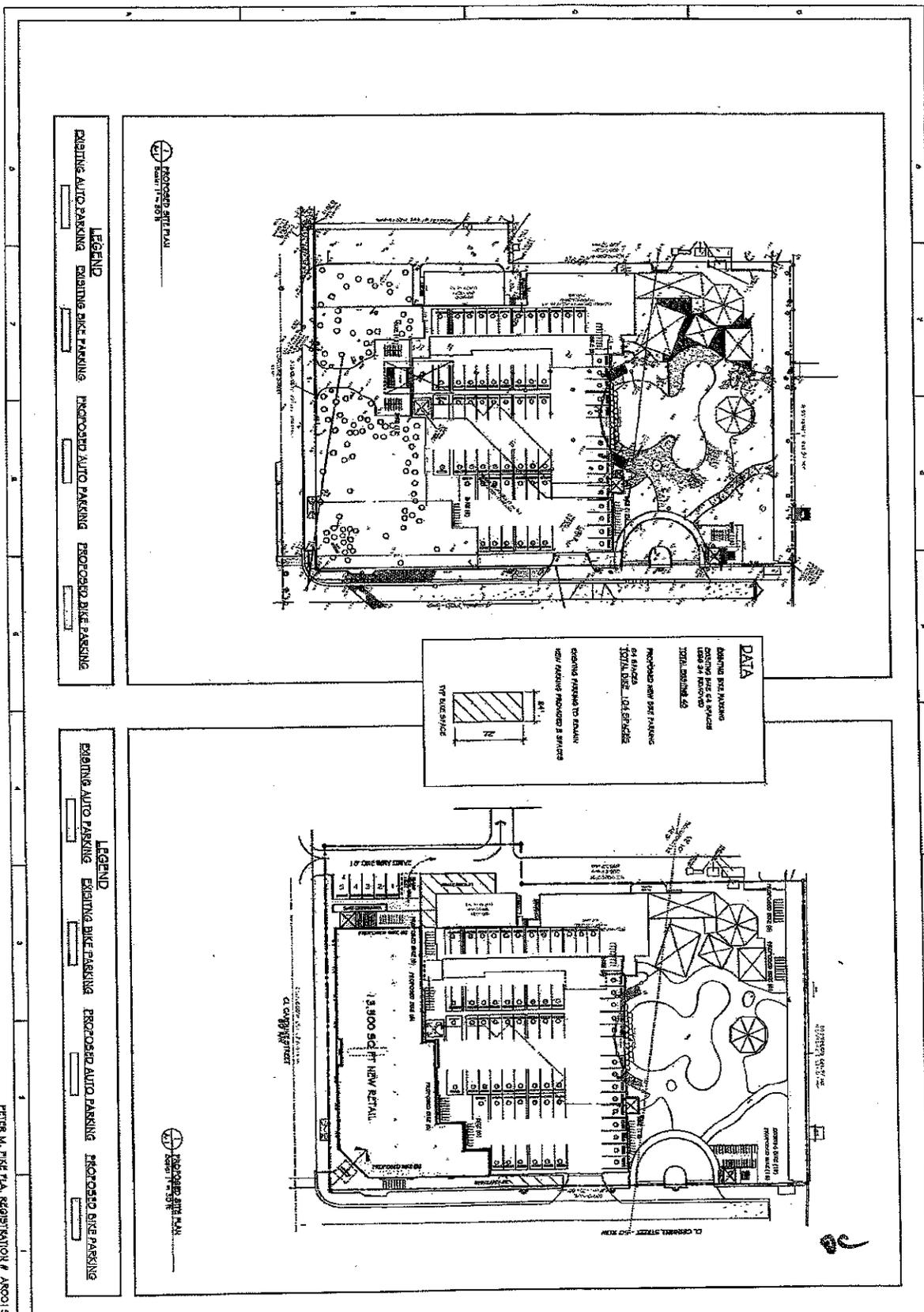
471 US HIGHWAY 1
SUITE 101
KEY WEST, FLA. 33040
305-296-1682

FLORIDA ARCHITECT

REVISIONS	DATE	BY

NEVER, EVER! SCALE REPRODUCED DRAWINGS - BAD IDEA!

RMC



PLANNING SET 10-25-12

DRAWING TITLE:
PARKING PLAN

PROJECT NUMBER:
10-25-12

DATE:
10/25/12

SCALE:
AS SHOWN

SHEET #
A-7
OF

PROJECT: **West Marine**
CONCH HARBOR 951-955 CAROLINE ST.
KEY WEST, FLORIDA

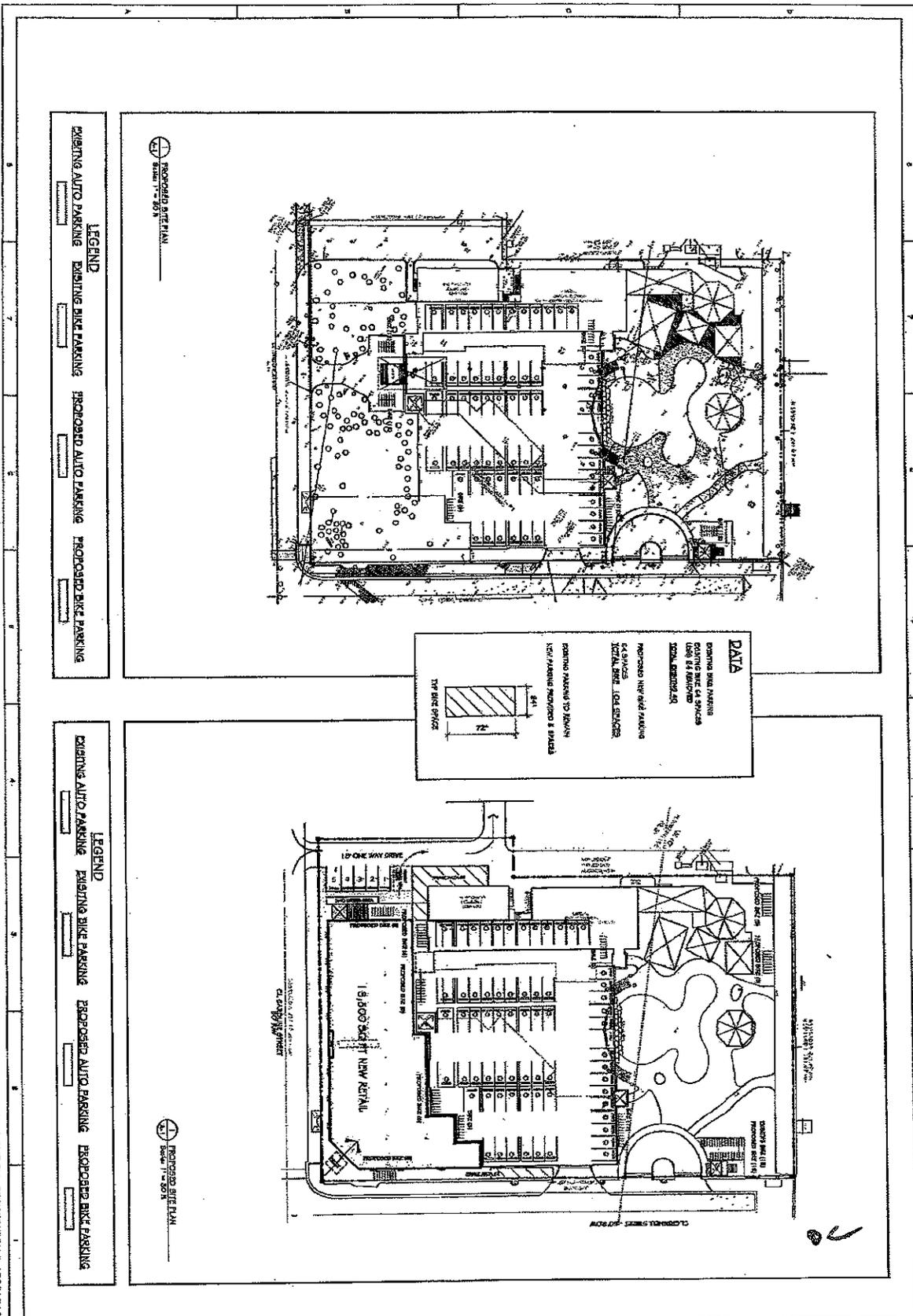
471 US HIGHWAY 1
SUITE 101
KEY WEST, FLA. 33040
305-896-1682

PETER FIFE ARCHITECT

REVISION DATE

NEVER, EVER SCALE REPRODUCED DRAWINGS - BAD IDEA

RMC



PETER M. RICE P.A. REGISTRATION # 88001 B 195

PROJECT: **West Marine**
 CONCH HARBOR 851-955 CAROLINE ST.
 KEY WEST, FLORIDA

DRAWING TITLE:
PARKING PLAN

DATE: 03/21/04
 DRAWN BY: JRM
 CHECKED BY: JRM
 PROJECT NO.: 04-001

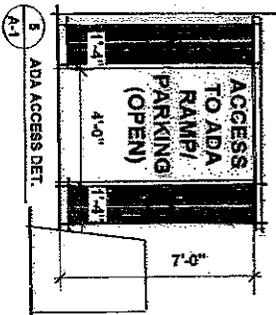
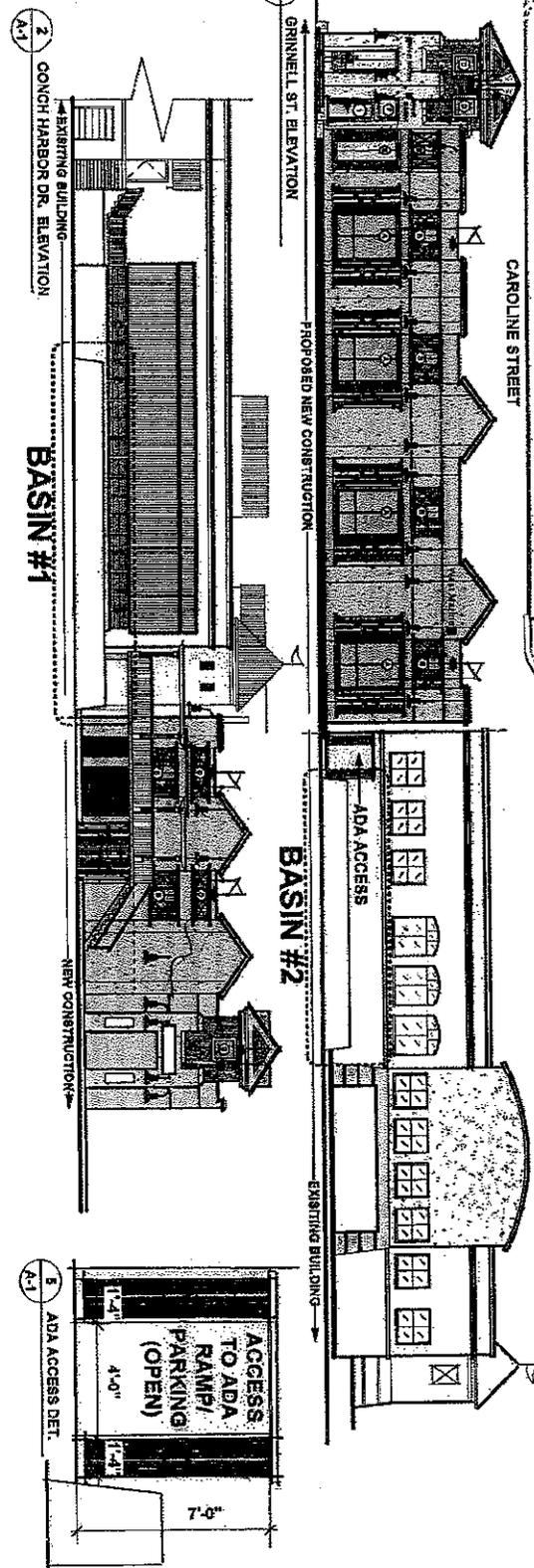
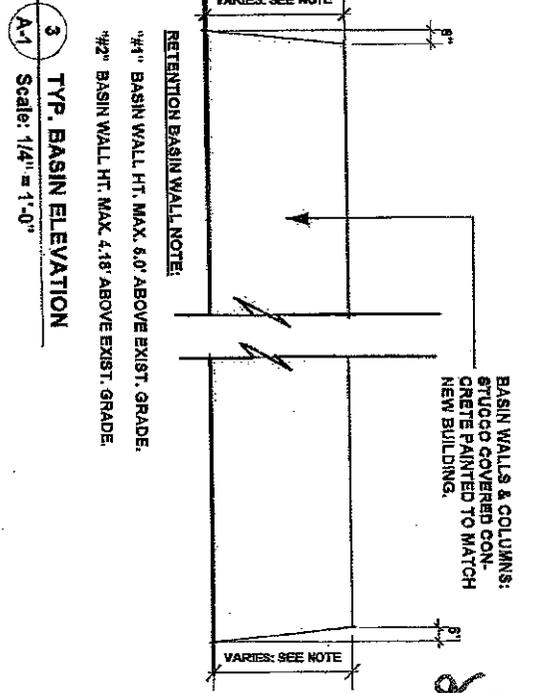
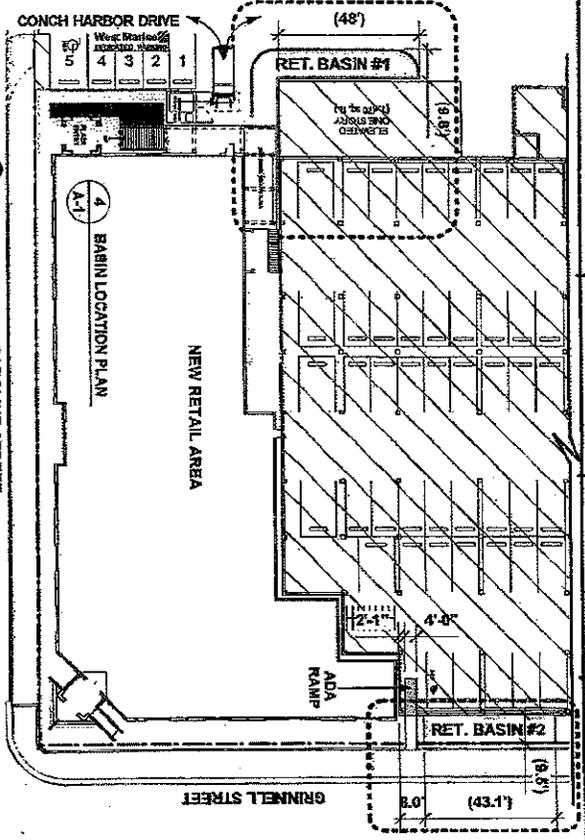
471 US HIGHWAY 1
 SUITE 101
 KEY WEST, FLA. 33040
 305-235-1688

PETER M. RICE P.A.
 ARCHITECT
 471 US HIGHWAY 1
 SUITE 101
 KEY WEST, FLA. 33040
 305-235-1688

NEVER, EVER SCALE REPRODUCED DRAWINGS - BAD IDEA

SHEET #
A-7
 OF

Handwritten signature



PETER M. PIKE P.L.L.C. REGISTRATION # AB00019198

SHEET # 1
A-1
OF 1

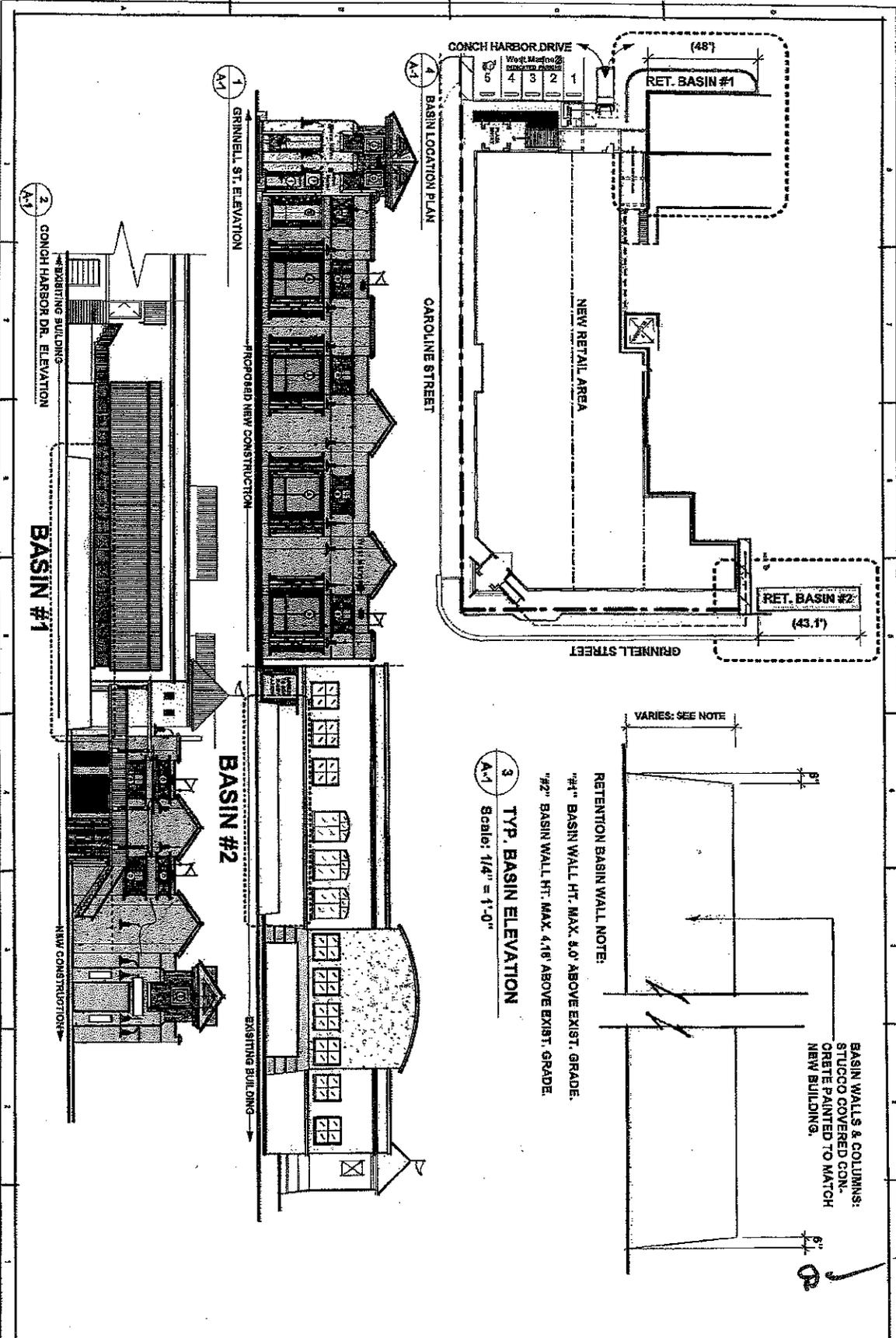
DRAWING TITLE:
SITE PLANDetails
RETENTION BASINS

PROJECT:
West Marine
CONCH HARBOR 951-955 CAROLINE ST.
KEY WEST, FLORIDA

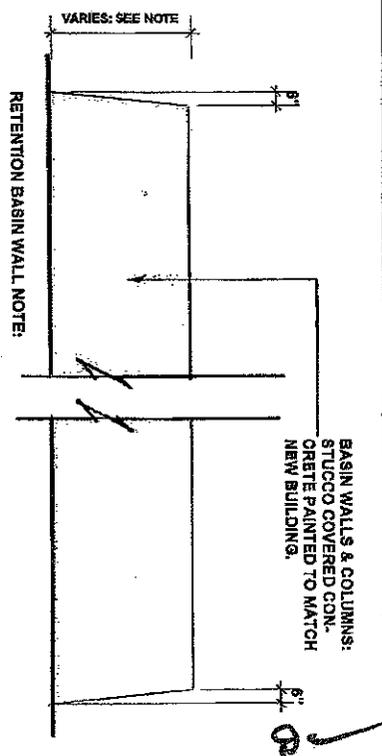
475 US HIGHWAY 1
SUITE 104
KEY WEST, FLA. 33040
325-295-7592



DATE



3 TYP. BASIN ELEVATION
 A-1 Scale: 1/4" = 1'-0"



RETENTION BASIN WALL NOTE:
 #1" BASIN WALL HT. MAX. 4.0' ABOVE EXIST. GRADE.
 #2" BASIN WALL HT. MAX. 4.18' ABOVE EXIST. GRADE.

BASIN WALLS & COLUMNS:
 STUCCO COVERED CON.
 GRETTE PAINTED TO MATCH
 NEW BUILDING.

RMC

PETER M. PIKE P.L.A. REGISTRATION # AR0015188

SHEET # A-1 OF 1	PROJECT TITLE: SITE PLAN & SITE DATA	PROJECT: West Marine CONCH HARBOR, 851-855 CAROLINE ST. KEY WEST, FLORIDA	471 US HIGHWAY 1 SUITE 101 KEY WEST, FLA. 33940 305-236-9332	PETER M. PIKE ARCHITECT 1000 305-236-9332
	DRAWING DATE: 11.11.11 DRAWN BY: JMM CHECKED BY: JMM DATE: 10/26/12	NEVER, EVEN SCALE REPRODUCED DRAWINGS - BAD IDEAL		

**PLANNING BOARD
RESOLUTION No. 2012-52**

**A RESOLUTION OF THE KEY WEST
PLANNING BOARD GRANTING VARIANCES
TO BUILDING COVERAGE, IMPERVIOUS
SURFACE RATIO, FRONT AND STREETSIDE
SETBACK REQUIREMENTS AND PARKING
REQUIREMENTS FOR PROPERTY LOCATED
AT 951 CAROLINE STREET (RE# 00002970-
000000), UNDER THE CODE OF ORDINANCES
OF THE CITY OF KEY WEST, FLORIDA;
PROVIDING FOR AN EFFECTIVE DATE.**

WHEREAS, Code Section 90-391 allows applicants to request variances to the Land Development Regulations through the Planning Board; and

WHEREAS, Section 122-720 of the Code of Ordinances provides for the maximum and minimum dimensional requirements for property located in the HRCC-2 zoning district; and

WHEREAS, the applicant requested variances to Section 122-720 (4) a. & b.: building coverage and impervious surface ratio; and

WHEREAS, the applicant requested variances to Section 122-720 (6) a. & d.: front and side-yard setbacks; and

WHEREAS, the applicant requested a variance to parking requirements per Section 108-572 (16): one parking space per 300 square feet of commercial floor area; and



Chairman



Planning Director

WHEREAS, this matter came before the Planning Board at a public hearing on November 15, 2012; and

WHEREAS, the Planning Board finds that special conditions and circumstances exist which are peculiar to the land, structure, or building involved and which are not applicable to other land, structures or buildings in the same district; and

WHEREAS, the Planning Board finds that the special conditions do not result from the action or negligence of the applicant; and

WHEREAS, the Planning Board finds that granting the variance requested will not confer upon the applicant any special privileges denied by the Land Development Regulations to other lands, buildings or structures in the same zoning district; and

WHEREAS, the Planning Board finds that the literal interpretation of the provisions of the Land Development Regulations would deprive the applicant of rights commonly enjoyed by other properties in this same zoning district under the terms of this ordinance and would work unnecessary and undue hardship on the applicant; and

WHEREAS, the Planning Board finds that the variance granted is the minimum variance

 Chairman

 Planning Director

that will make possible the reasonable use of the land, building or structure; and

WHEREAS, the Planning Board finds that the granting of the variance will be in harmony with the general intent and purpose of the Land Development Regulations and that such variance will not be injurious to the area involved or otherwise detrimental to the public interest or welfare; and

WHEREAS, the Planning Board finds that no non-conforming use of neighboring lands, structures, or buildings in the same district, and no permitted use of lands, structures or buildings in other districts shall be considered grounds for the issuance of any variance; and

WHEREAS, the Planning Board finds that the applicant has demonstrated a “good neighbor policy” by contacting or making a reasonable attempt to contact all noticed property owners who have objected to the variance application, and by addressing the objections expressed by those neighbors;

NOW, THEREFORE, BE IT RESOLVED by the Planning Board of the City of Key West, Florida:

Section 1. That the above recitals are incorporated by reference as if fully set forth herein.

Section 2. That the variances to building coverage from the 50% allowed to the 56.8% proposed, to the impervious surface ratio from the 60% allowed to the 86.1% proposed, to the front-yard setback of 10 feet required to the 5.6 feet proposed, to the street-side setback of 7.5 feet required to the zero feet proposed and the 144 required number of parking spaces required to the 102

 Chairman
 Planning Director

proposed associated with an amendment to a Major Development Plan and Condition Use approval for property located at 951 Caroline Street (RE# 00002970-000000) in the Key West Bight per Sections 122-720(4) a. & b., 122-720 (6) a. & d. and 108-572 (16) of the Land Development Regulations of the Code of Ordinances of the City of Key West, are approved as shown on the attached plan set received October 31, 2012, with the following conditions:

Condition to be completed prior to the issuance of building permits:

Any parking agreement is approved by the City Commission.

Condition to be completed prior to the issuance of a Certificate of Occupancy:

All five (5) auto and 123 bicycle scooter-parking spaces are installed.

Section 3. It is a condition of this variance that full, complete, and final application for all permits required for any new construction for any use and occupancy for which this variance is wholly or partly necessary, whether or not such construction is suggested or proposed in the documents presented in support of this variance, shall be submitted in its entirety within two years after the date hereof; and further, that no application or reapplication for new construction for which the variance is wholly or partly necessary shall be made after expiration of the two-year period without the applicant obtaining an extension from the Planning Board and demonstrating that no change of circumstances to the property or its underlying zoning has occurred.

Section 4. The failure to submit a full and complete application for permits for new construction for which this variance is wholly or partly necessary, or the failure to complete new construction for use and occupancy pursuant to this variance in accordance with the terms of a City building permit issued upon timely application as described in Section 3 hereof, shall immediately

 Chairman
 Planning Director

operate to terminate this variance, which variances shall be of no force or effect.

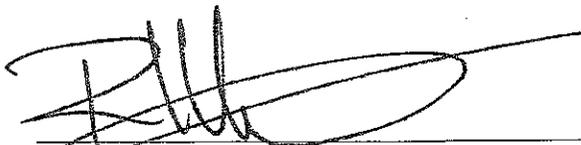
Section 5. This variance does not constitute a finding as to ownership or right to possession of the property, and assumes, without finding, the correctness of applicant's assertion of legal authority respecting the property.

Section 6. This resolution shall go into effect immediately upon its passage and adoption and authentication by the signatures of the presiding officer and the Clerk of the Commission.

Section 7. This resolution is subject to appeal periods as provided by the City of Key West Code of Ordinances (including the Land Development Regulations). After the City appeal period has expired, this permit or development order will be rendered to the Florida Department of Community Affairs. Pursuant to Chapter 9J-1, F.A.C., this permit or development order is not effective for forty five (45) days after it has been properly rendered to the DCA with all exhibits and applications attached to or incorporated by reference in this approval; that within the forty five (45) day review period the DCA can appeal the permit or development order to the Florida Land and Water Adjudicatory Commission; and that such an appeal stays the effectiveness of the permit until the appeal is resolved by agreement or order.

Read and passed on first reading at a regularly scheduled meeting held this 15th day of November, 2012.

Authenticated by the Chairman of the Planning Board and the Planning Director.



Richard Klitenick, Chairman
Key West Planning Board

11/19/2012
Date


Chairman

Planning Director

Attest:



Donald L. Craig, AICP
Planning Director

11.19.12

Date

Filed with the Clerk:



Cheryl Smith, City Clerk

11-19-12

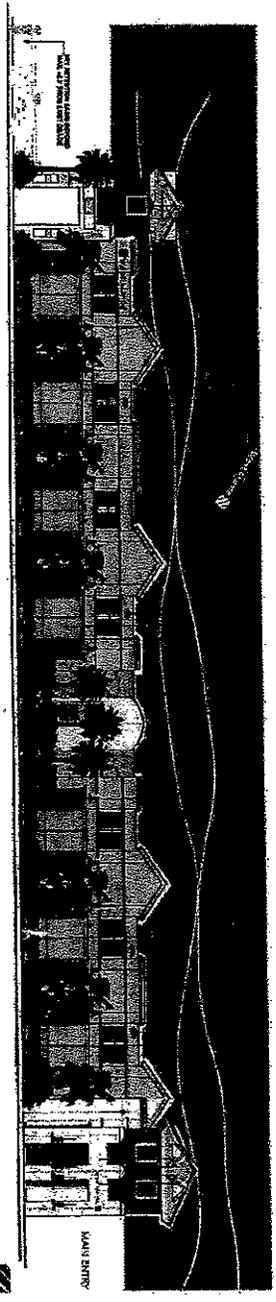
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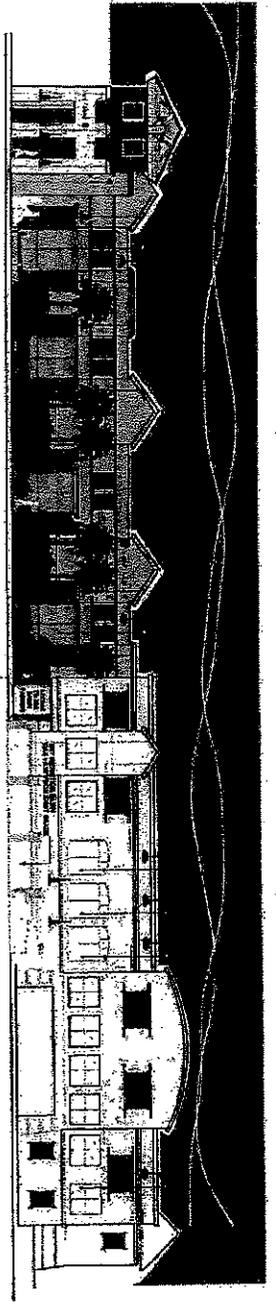
Chairman



Planning Director



CAROLINE STREET
PROPOSED ELEVATION



GRINNELL STREET
PROPOSED ELEVATION

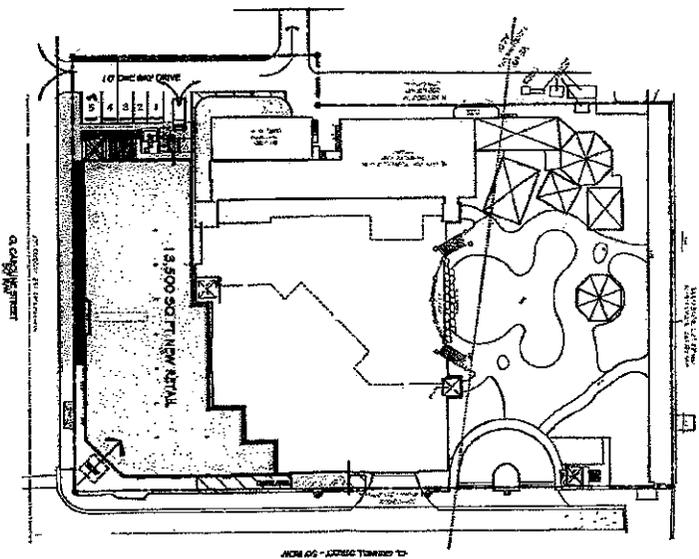
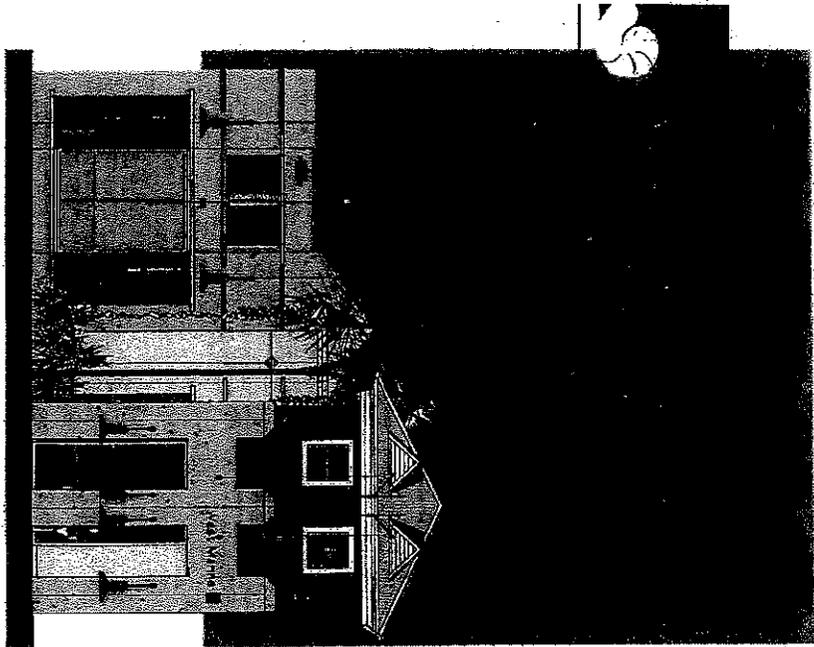
PROPOSED NEW CONSTRUCTION

EXISTING BUILDING

1" = 10'-0"
DATE: 05/11/11
DRAWN BY: [illegible]
CHECKED BY: [illegible]

OC
CMT

<p>ELIZABETH NEWLAND LANDSCAPE ARCHITECTS, LLC 2537 N.W. 11th Ave., Suite 100 Fort Lauderdale, FL 33311 Tel: 954.561.1111 www.enland.com</p>	<p>DATE: 05/11/11 DRAWN BY: [illegible] CHECKED BY: [illegible]</p>	<p>West Marine CONCH HARBOR 951-955 CAROLINE ST. KEY WEST, FLORIDA</p>	<p>Scale: 1" = 10'-0" Project: [illegible] Sheet: L-40</p>
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 PROPOSED SITE PLAN
 SCALE: 1" = 30'
 MAP OF ROYAL PALM BEACH, FLORIDA
 SECTION 8, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100
 THIS SITE PLAN SHOWS PROPOSED DEVELOPMENT OF THE PROPERTY IN SECTION 8, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100.

- INDEX OF DRAWINGS**
- A-1 SITE PLAN
 - A-2 FIRST LEVEL PLAN
 - A-3 SECOND LEVEL PLAN
 - A-4 THIRD LEVEL PLAN
 - A-5 PROPOSED ELEVATIONS

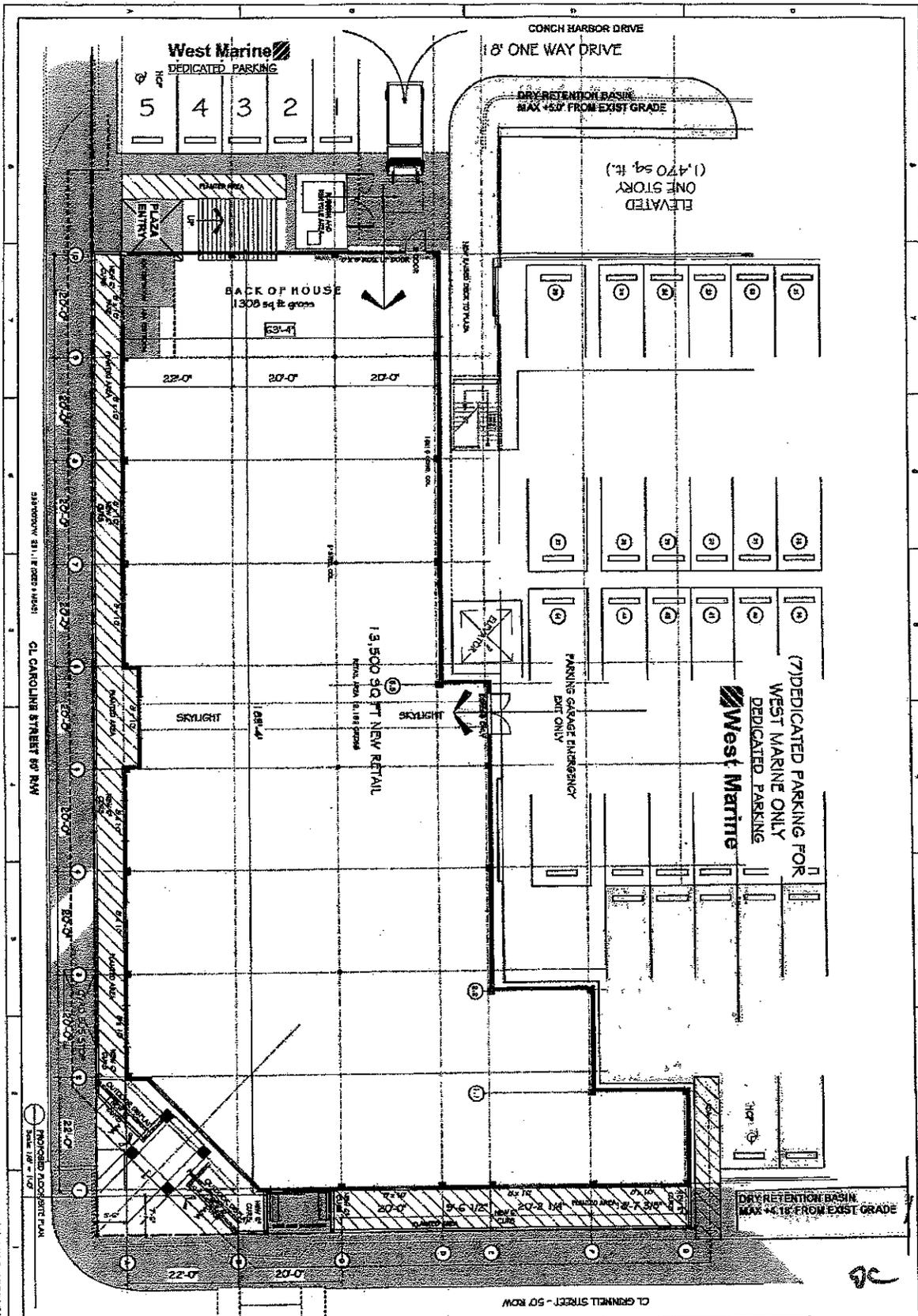
DC *Paul*

PERFECTA, INC. P.A. REGISTRATION # A80215190

PLANNING SET 10-25-12

SHEET # A-1 OF	DRAWING TITLE: SITE PLAN	PROJECT:  West Marine CONCH HARBOR 951-955 CAROLINE ST. KEY WEST, FLORIDA	471 US HIGHWAY 1 SLATE KEY KEY WEST, FLA. 33040 305-296-1672	
	PROJECT NUMBER: DRAWING DATE: DRAWING TIME: CHECKED BY: DATE: _____ SHEET: _____			

NEVER, EVER! SCALE REPRODUCED DRAWINGS - BAD IDEA!



PETER M. PIKE P.A. REGISTRATION # A20015196

PROJECT #
A-3
OF

DRAWING TITLE:
ENLARGED PLAN

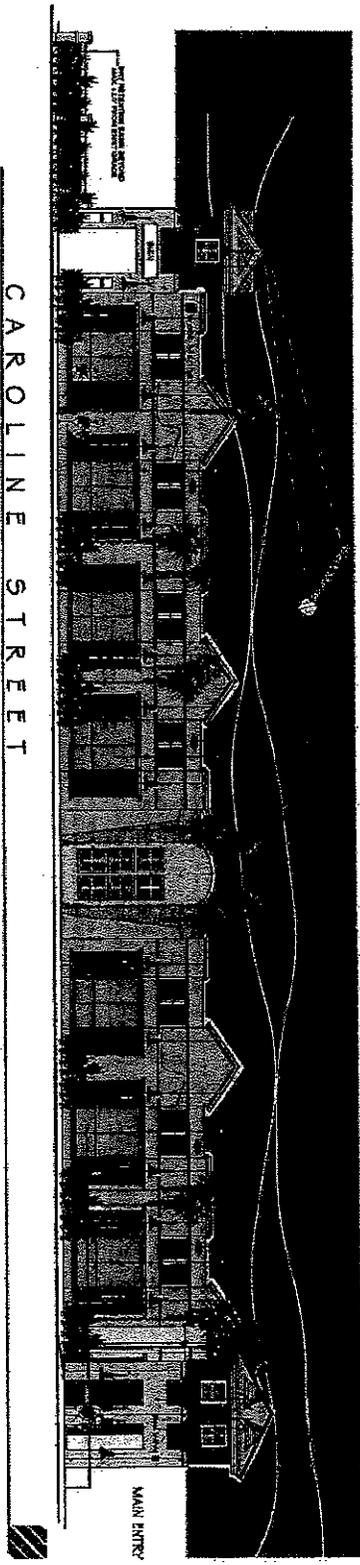
PROJECT:
West Marine
CONCH HARBOR 951-855 CAROLINE ST.
KEY WEST, FLORIDA

471 US HIGHWAY 1
SUITE 101
KEY WEST, FLA. 33040
305-236-1692

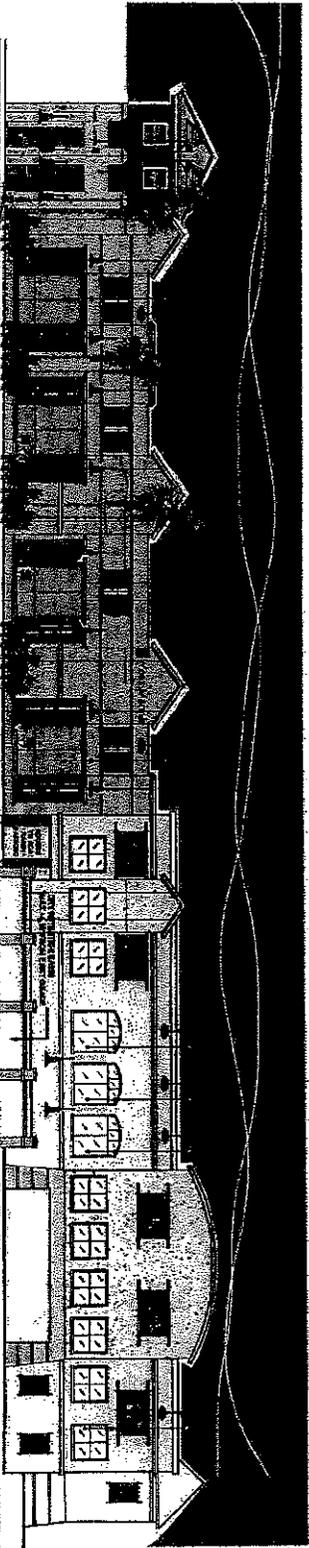


NEVER, EVER SCALE REPRODUCED DRAWINGS - BAD IDEA

DC RUC



CAROLINE STREET
PROPOSED ELEVATION



GRINNELL STREET
PROPOSED ELEVATION



West Marine
PROPOSED WEST MARINE RETAIL CENTER
 - AT CONCH HARBOR -
 ARCHITECT: PETER PIKE & ASSOCIATES
 471 US HIGHWAY 1, KEY WEST, FLORIDA 305-296-1492

PETER M. PIKE, P.L.L.C. REGISTRATION # ABO0118186

PLANNING SET 10-25-12

SHEET # A-4 OF	PROJECT NAME CONCH HARBOR	DRAWING TITLE
		EXISTING / PROPOSED ELEVATIONS

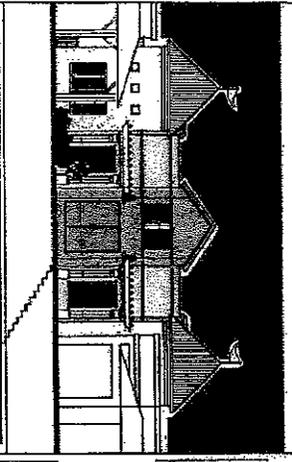
PROJECT	West Marine
CONCH HARBOR 851-555 CAROLINE ST. KEY WEST, FLORIDA	

471 US HIGHWAY 1 SUITE 101 KEY WEST, FLA. 33040 305-296-1492	PETER PIKE & ASSOCIATES ARCHITECT
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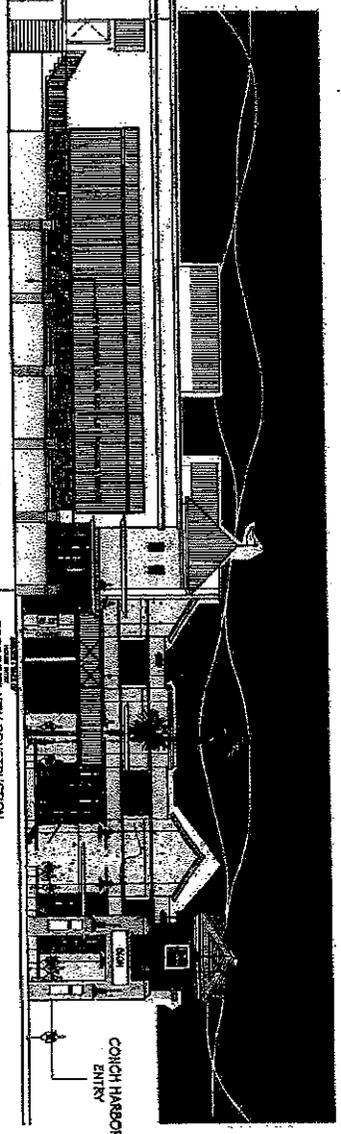
DATE	DESCRIPTION

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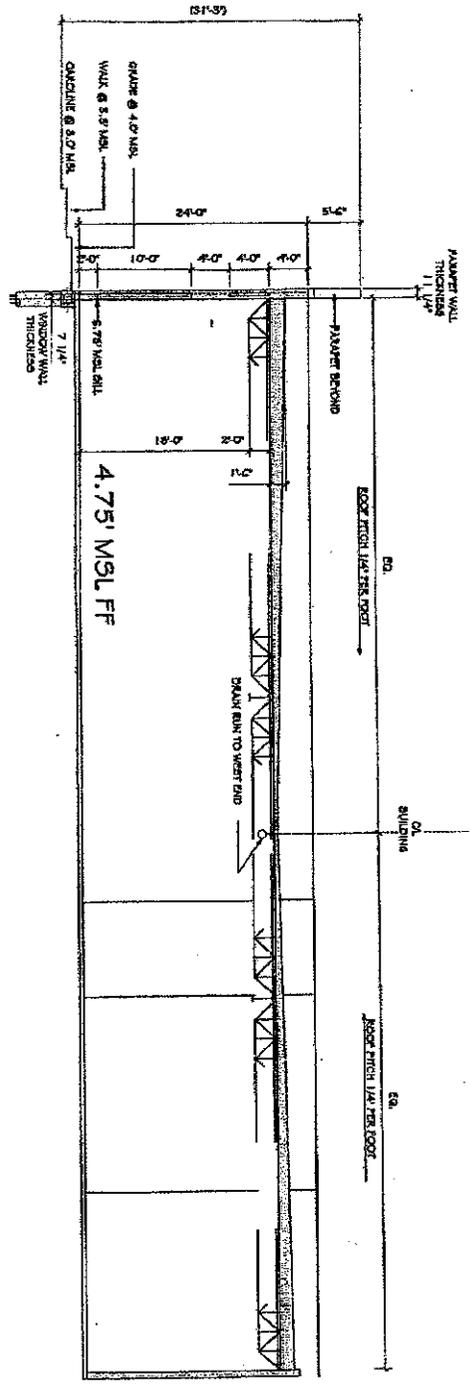
OC



CONCH HARBOR PLAZA
PROPOSED ELEVATION



CONCH HARBOR DRIVE
PROPOSED ELEVATION



FIRM: M. FINE, P.A., REGISTRATION # A80019189

PLANNING SET 10-25-12

SHEET 7
OF
A-5

DRAWING TITLE:	
PROPOSED ELEVATIONS	
PROJECT NUMBER:	
DATE:	
SCALE:	
BY:	
CHECKED BY:	
DATE:	
REVISION:	

PROJECT: **West Marine**
 CONCH HARBOR 851-855 CAROLINE ST.
 KEY WEST, FLORIDA

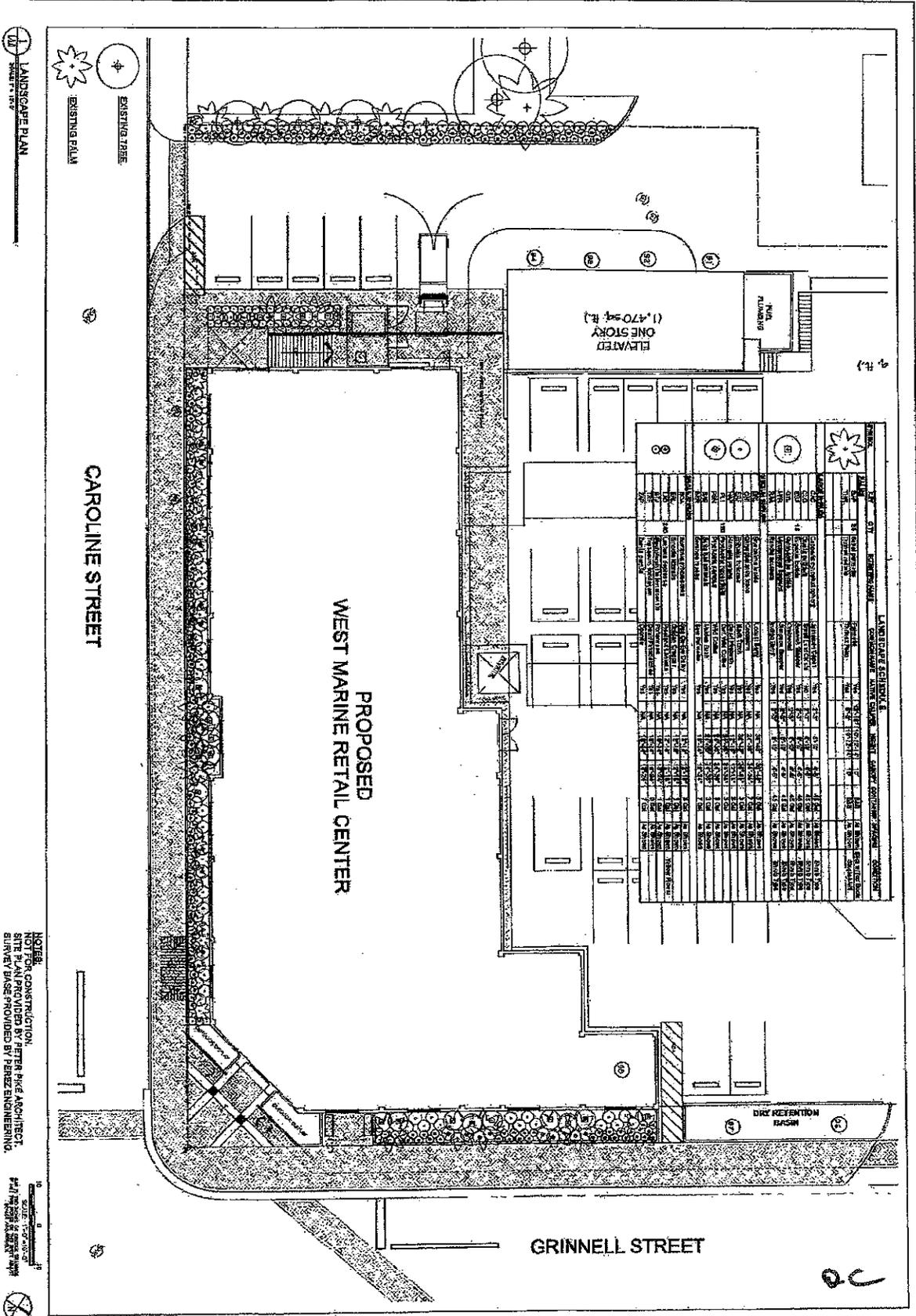
4711 US HIGHWAY 1
 SUITE 101
 KEY WEST, FLA. 33040
 305-292-1082

THE FINE ARCHITECTS
 ARCHITECTS

NO.	REVISION

NEVER, EVER SCALE REPRODUCED DRAWINGS - BAD IDEA!

DC
LAK



NOTES:
 1. CONSTRUCTION SITE PLAN PROVIDED BY PETER PIKE ARCHITECT.
 2. SURVEY BASE PROVIDED BY PEREZ ENGINEERING.

SCALE: 1/8" = 1'-0"
 DATE: 10/15/2011
 DRAWN BY: [Signature]

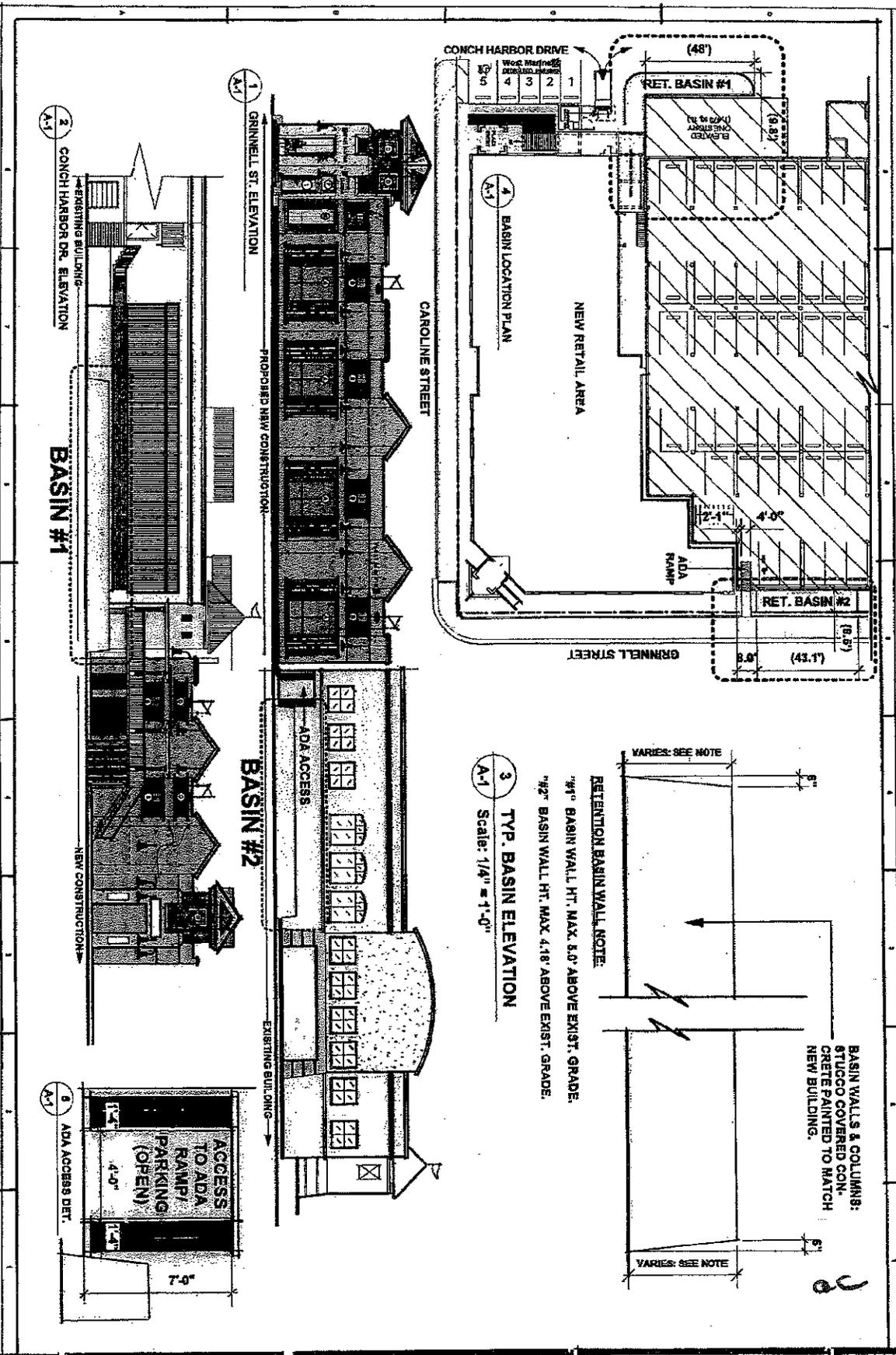
L-2.0
 SCHEMATIC LANDSCAPE PLAN
 DATE: 10/15/2011

West Marine
 CONCH HARBOR 951-955 CAROLINE ST.
 KEY WEST, FLORIDA

NO.	DESCRIPTION	QTY	UNIT	PRICE	TOTAL
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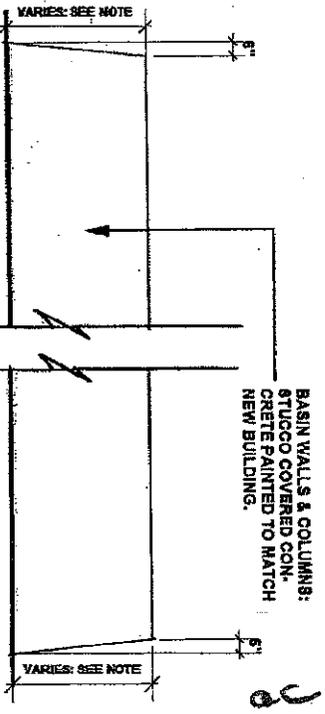
ELIZABETH NEWLAND LANDSCAPE ARCHITECTS
 1000 ...
 ...

Handwritten initials: KC



RETENTION BASIN WALL NOTE:
 *#1" BASIN WALL HT. MAX. 5.0' ABOVE EXIST. GRADE.
 *#2" BASIN WALL HT. MAX. 4.18' ABOVE EXIST. GRADE.

3 TYP. BASIN ELEVATION
 Scale: 1/4" = 1'-0"

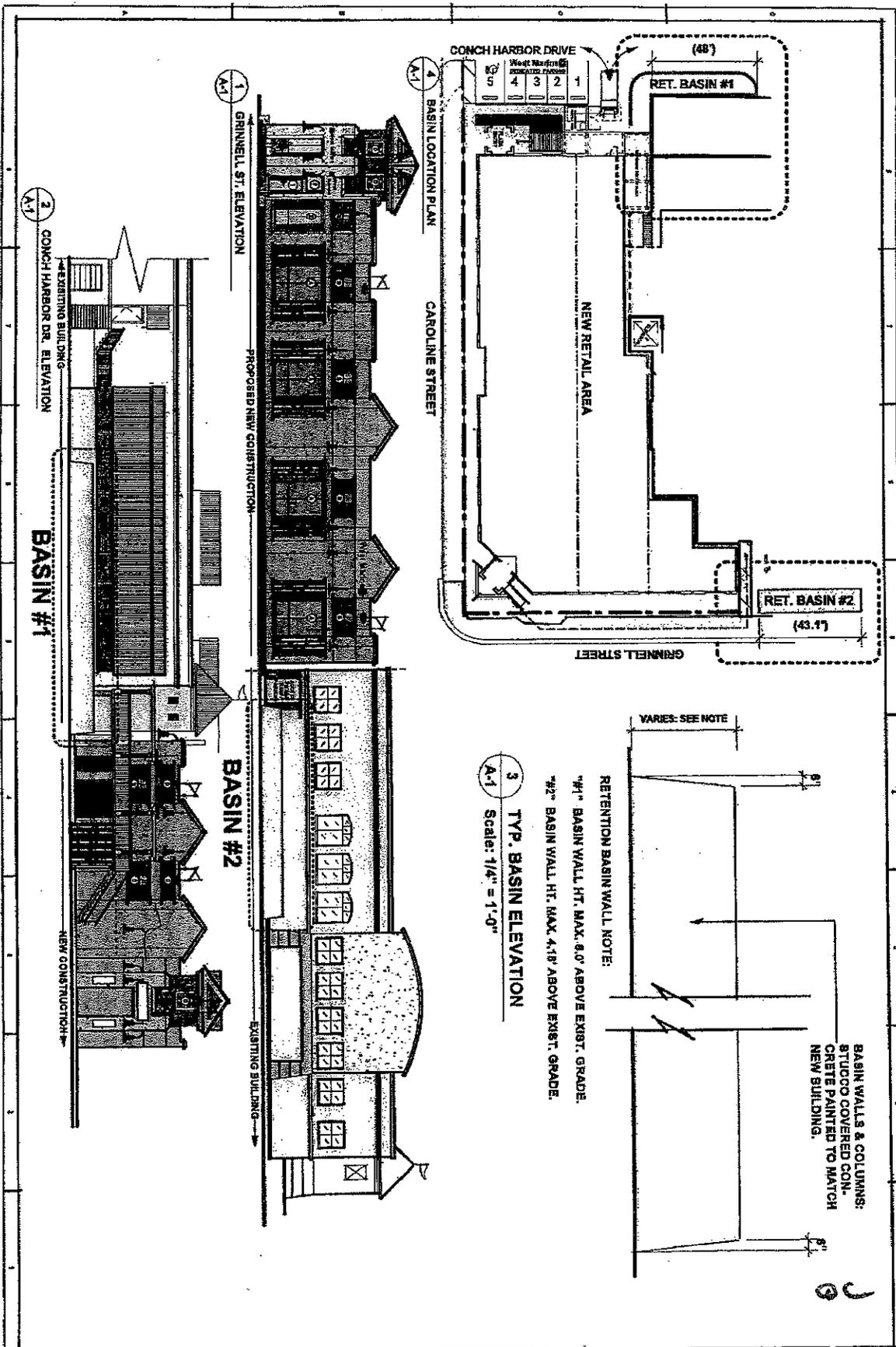


RWK

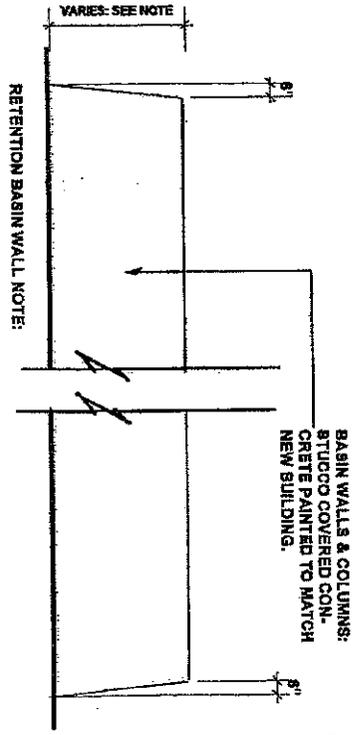
PETER M. PIKE P.L.A. REGISTRATION # AR0016198

SHEET 1.1 A-1 OF 1	DRAWING TITLE: SITE PLAN/DETAILS RETENTION BASINS	PROJECT: CONCH HARBOR, 861-886 CAROLINE ST. KEY WEST, FLORIDA	421 US HIGHWAY 1 SUITE 101 KEY WEST, FLA. 33049 304-290-1872
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NEVER, EVER! SCALE REPRODUCED DRAWINGS - BAD IDEA!



3 TYP. BASIN ELEVATION
 A-1 Scale: 1/4" = 1'-0"



BASIN WALLS & COLUMNS:
 STUCCO COVERED CON.
 GROUT PAINTED TO MATCH
 NEW BUILDING.

RETENTION BASIN WALL NOTE:

- *#1 BASIN WALL HT. MAX. 8.0' ABOVE EXIST. GRADE.
- *#2 BASIN WALL HT. MAX. 4.18' ABOVE EXIST. GRADE.

PETER M. PIKE P.L.A. REGISTRATION # AR0018195

SHEET #1
 A-1
 OF 1

DRAWING TITLE:
 SITE PLAN
 & SITE DATA

PROJECT:
West Marine
 CONCH HARBOR 101-365 CAROLINE ST.
 KEY WEST, FLORIDA

471 US HIGHWAY 1
 SUITE 501
 KEY WEST, FLA. 32940
 305-236-1822

DATE

Traffic Impact Report



Brendon Cunningham <bcunning@keywestcity.com>

Conch Harbor Marina Trip Generation

1 message

Elizabeth Ignaffo <eignaffo@keywestcity.com>

Mon, Nov 5, 2012 at 11:41 AM

To: Brendon Cunningham <bcunning@keywestcity.com>

Cc: Doug Bradshaw <dbradsha@keywestcity.com>, Don Craig <drcraig@keywestcity.com>

Hi Brendon,

Conch Harbor Marina Trip Generation Analysis states the proposed 13,500-square foot retail space addition will generate an additional 354 daily vehicle trips, 8 a.m. and 31 p.m. peak hour vehicle trips. Trip generation rates are calculated using ITE *Trip Generation* marina and shopping center land use rates and equations.

Sec. 94-72 requires Level D Peak Hour minimum Level of Service for collector roads. As provided in the FDOT 2009 Quality/Level of Service Handbook, Level D peak hour two-way volume for Caroline Street (characterized as urban, non-state signalized, undivided 2-lane without turn lanes) is 1,120 peak hour vehicle trips.

Pursuant to Sec. 94-73, the Conch Harbor Marina Trip Generation Analysis has been reviewed. The trip generation analysis summarizes the a.m. and p.m. peak hour trips for the existing and proposed marina and shopping center development. The p.m. peak hour trips are greater than a.m. peak hour trips. The total p.m. peak hour vehicle trips for the marina and retail with addition, correcting for pass-by, will be 82, which represents an additional 31 p.m. peak hour vehicle trips (3% increase).

Conch Harbor Marina with the proposed retail expansion is not anticipated to decrease the Carline Street level of service.

Thanks,
Elizabeth

Elizabeth Ignoffo, E.I.
Permit Engineer
City of Key West
3140 Flagler Avenue
Key West, Florida 33040
(305) 809-3966
eignaffo@keywestcity.com

Traf Tech

ENGINEERING, INC.

August 17, 2012

Mr. Craig Hunt
 Conch Harbor Marina and Retail Center
 951 Caroline Street
 Key West, Florida 33040

**Re: Conch Harbor Marina – Key West
 Trip Generation Analysis**

Dear Craig:

The Conch Harbor Marina is an existing marina and commercial retail facility located in the northwest quadrant of the intersection of Caroline Street and Grinnell Street in the City of Key West, Monroe County, Florida. The subject site currently consists of approximately 27,000 square feet of retail space and 40 boat slips. An additional 13,500 square feet of retail space is proposed for the subject site. The purpose of this trip generation analysis is to document the increase in the number of vehicle trips associated with the proposed retail expansion.

Trip Generation

The trip generation analysis for this project is based upon the trip generation rates and equations published in the Institute of Transportation Engineers (ITE) *Trip Generation (8th Edition)* report. The ITE land uses referenced for this analysis are Marina (ITE Land Use #420) and Shopping Center (ITE Land Use #820)¹. Based upon this information, the weekday, AM peak hour, and PM peak hour trip generation rates as well as the pass-by rates for the existing and proposed development are as follows:

Marina – ITE Land Use #420

- Weekday Trip Generation Rate: $T = 2.96 (X)$
 where $T = \text{number of trips}$ and $X = \text{number of berths}$
- AM Peak Hour Trip Generation Rate: $T = 0.08 (X)$ (33% in / 67% out)
- PM Peak Hour Trip Generation Rate: $T = 0.19 (X)$ (60% in / 40% out)

Shopping Center – ITE Land Use #820

- Weekday Trip Generation Rate: $T = 42.94 (X)$
 where $T = \text{number of trips}$ and $X = 1,000 \text{ square feet of gross leasable area}$
- AM Peak Hour Trip Generation Rate: $T = 1.00 (X)$ (61% in / 39% out)
- PM Peak Hour Trip Generation Rate: $T = 3.73 (X)$ (49% in / 51% out)
- Pass-by: $\ln(T) = -0.29 \ln(X) + 5.00$
 Where $T = \text{pass-by percentage}$ and $X = 1,000 \text{ square feet of gross leasable area}$

¹ Although the Marina land use description within the ITE *Trip Generation* report includes "limited retail and restaurant space," the retail and restaurant uses at most marinas are typically small in size and cater almost exclusively to the patrons of the marina itself. In the case of Conch Harbor Marina, the existing retail uses serve not only the marina patrons but the surrounding community as well. Likewise, it is anticipated that the proposed retail space will serve both the marina patrons and the surrounding community. As a result and in order to assess traffic impacts with a conservative approach, it was determined that, from a trip generation standpoint, the retail component would be estimated independent of the marina boat slips.

The supporting trip generation information from the ITE report is presented in Attachment A to this document. The results of the trip generation analysis are summarized in Table 1 below.

Land Use	Size	Daily Trips	AM Peak Hour Trips			PM Peak Hour Trips		
			In	Out	Total	In	Out	Total
<i>Existing</i> Marina	40 berths	118	1	2	3	5	3	8
Retail - Pass-By (57%)	27,000 S.F.	1,159 (661)	16 (9)	11 (6)	27 (15)	49 (28)	52 (30)	101 (58)
Total		616	8	7	15	26	25	51
<i>Proposed</i> Marina	40 berths	118	1	2	3	5	3	8
Retail - Pass-By (31%)	40,500 S.F.	1,739 (887)	25 (13)	16 (8)	41 (21)	74 (38)	77 (39)	151 (77)
Total		970	13	10	23	41	41	82
Difference (Proposed - Existing)		354	5	3	8	15	16	31

*Compiled by: Traf Tech Engineering, Inc. (August 2012).
Source: Institute of Transportation Engineers (ITE) Trip Generation (8th Edition) report.*

Conclusions

Based upon the foregoing trip generation analysis, the proposed retail expansion of the existing Conch Harbor Marina located at Caroline Street and Grinnell Street in Key West, Florida is anticipated to generate an additional 354 daily vehicle trips, an additional 8 AM peak hour vehicle trips (5 inbound and 3 outbound) and an additional 31 PM peak hour vehicle trips (15 inbound and 16 outbound).

From a traffic engineering standpoint, the new vehicle trips forecast to be generated by this project are considered to be insignificant. For instance, during the AM peak hour the subject retail expansion would, on average, generate one new vehicle trip every seven and one-half (7.5) minutes and during the PM peak hour the retail expansion is forecast to generate one new vehicle trip every two (2) minutes.

If you have any questions or require additional information, please do not hesitate to contact me.

TRAF TECH ENGINEERING, INC.



Karl B. Peterson, P.E.
Senior Transportation Engineer

8400 North University Drive, Suite 309, Tamarac, Florida 33321
Tel: (954) 582-0988 Fax: (954) 582-0989

Drainage Report



THE CITY OF KEY WEST

Post Office Box 1409 Key West, FL 33041-1409 (305) 809-3700

TO: Brendon Cunningham, Senior Planner II

CC: Doug Bradshaw, Senior Project Manager
Donald Craig, Planning Director
Jay Gewin, Utilities Manager
Allen Perez, P.E., Engineer

FROM: Elizabeth Ignoffo, E.I., Permit Engineer

DATE: October 12, 2012

SUBJECT: Major Development Plan – 951 Caroline Street
Conceptual Drainage Plan Review and Comments

The Conceptual Drainage Plan, dated September 28, 2012, for Conch Harbor Marina retail building addition and existing structure has been reviewed.

The Conceptual Drainage Plan proposes two dry retention basins that will receive stormwater runoff from the existing building roof, plaza and the proposed 13,500-square foot building addition, followed by disposal via groundwater percolation and two (2) underground injection wells that incorporate double chamber baffle boxes. The dry retention basins will provide treatment for a volume of stormwater runoff equivalent to 1/2-inch times the roof and plaza areas.

The plan proposes a stormwater management system designed to prevent stormwater runoff from flowing onto adjacent properties, roads, and rights-of-way.

As noted, the Conceptual Drainage Plan meets the requirements of the City of Key West Code of Ordinances, Sec. 108-718, that requires gravity injection wells to have a baffle box and pretreatment to meet South Florida Water Management District standards.

The applicant shall be advised that this plan utilizes underground injection wells and baffle boxes. Should groundwater remain in the baffle boxes 72 hours after a rain event (perpetual wet conditions), a maintenance agreement to provide mosquito control larvicide shall be required and coordinated with the Florida Keys Mosquito Control.

PEREZ ENGINEERING
 CONSULTING ENGINEERS AND ARCHITECTS
 1000 S.W. 10TH AVENUE, SUITE 200
 MIAMI, FL 33135
 TEL: 305.375.1111 FAX: 305.375.1112
 WWW.PEREZENGINEERING.COM

P&D DEVELOPMENT, INC.
 1000 S.W. 10TH AVENUE, SUITE 200
 MIAMI, FL 33135
 TEL: 305.375.1111 FAX: 305.375.1112
 WWW.P&DDEVELOPMENT.COM

ALLEN PEREZ, P.E.
 PROJECT NO. 0804
 SHEET NO. 0804-01

DATE: 08/12/08

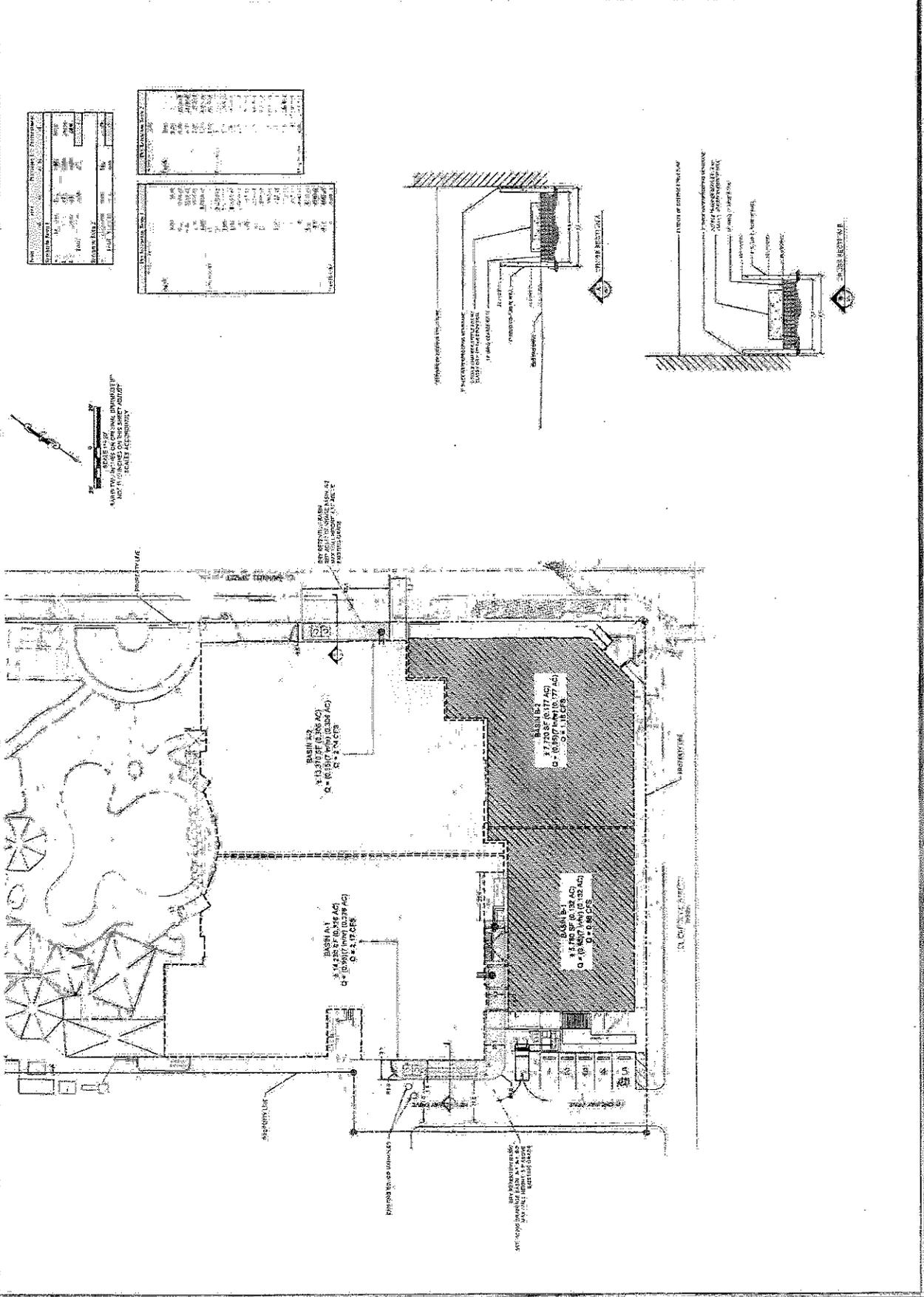
PROJECT: CONCH HARBOR MARINA

CONCEPTUAL DRAINAGE PLAN

NET WEST, FL 33040
 381 CAROLINE STREET
 CONCH HARBOR MARINA

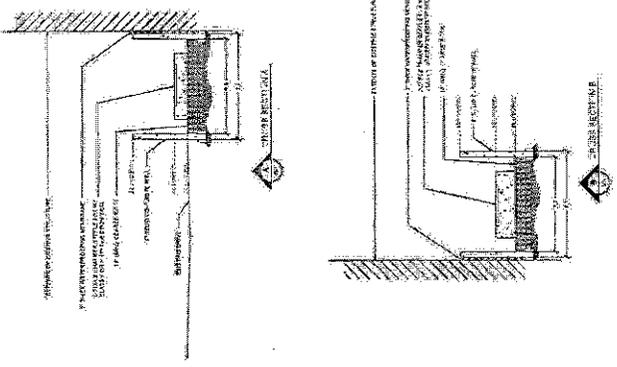
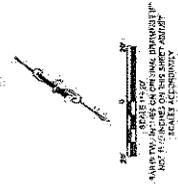
NO. 0804-01
 DATE: 08/12/08
 DRAWN BY: JEP
 CHECKED BY: JEP
 SCALE: AS SHOWN

SHEET: C-1



Basin #1

NO.	DESCRIPTION	AREA (SF)	AREA (AC)	Q (CFS)	Q (MGD)
1	Basin #1	14,235	0.326	60,257	1.34
2	Basin #2	11,350	0.261	60,550	1.32
3	Basin #3	11,350	0.261	60,550	1.32
4	Catch Basin #1	11,350	0.261	60,550	1.32
5	Catch Basin #2	11,350	0.261	60,550	1.32



Previous Approval

RESOLUTION NO. 99-255

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF KEY WEST, FLORIDA, APPROVING THE ATTACHED MAJOR DEVELOPMENT PLAN FOR THE CONCH HARBOR PROPERTY AT 909 CAROLINE STREET; PROVIDING CONDITIONS; PROVIDING FOR AN EFFECTIVE DATE

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF KEY WEST, FLORIDA, AS FOLLOWS:

Section 1: That the attached Major Development plan is hereby approved, provided that the applicant fulfills the conditions of the Key West Planning Board contained in the attached memorandum, and furthermore fulfills conditions Option B, items 1-3, also contained in the attached memorandum.

Section 2: That the City Manager is hereby authorized to execute an amendment to the Parking Agreement between the City and Conch Harbor Marina Associates, Ltd. to reflect the use of 54 parking spaces in the Old Town Garage.

Section 3: That this Resolution shall go into effect immediately upon its passage and adoption and authentication by the signature of the presiding officer and the Clerk of the Commission.

Passed and adopted by the City Commission at a meeting held this 20TH day of JULY, 1999.

Authenticated by the presiding officer and Clerk of the Commission on JULY 21, 1999.

Filed with the Clerk JULY 21, 1999.

Sheila K. Mullins
SHEILA K. MULLINS, MAYOR

ATTEST:

Cheryl Smith
CHERYL SMITH, CITY CLERK

EXECUTIVE SUMMARY

To: Key West City Commission
From: Ty Symroski, City Planner *T*
Date: June 25, 1999
RE: Conch Harbor, 909 Caroline Street

THE PROJECT

- 1) A revised major development plan for proposed construction of two retail buildings (6,920 and 858 S.F.), a restaurant (6,279 s.f.) a pool with pool bar, and a laundry/restroom facility; two phases are being presented at this time—phase "A" will rely upon the leasing of parking spaces from the city while phase "B" provides all parking. The project is more specifically described below in Table 1.

Table I.

USE	CURRENT PROPOSAL (sq. ft.)
Retail	858
Retail	6,920
Kitchen & Dining	4,437
Covered Seating	818
Main Bar	1,024
Pool bar	612
Restrooms for site	462
Shower/Restroom	1,000

- 2) Project Location:
A) Street Address: 909 Caroline Street
B) RE Number: 297

PREVIOUS CITY ACTIONS

HARC: The Historic and Architectural Review Commission (HARC) reviewed the plans on March 24, 1999. HARC approved " the scheme A building, on the plans without the parking structure" and "that at such time a parking structure is needed they [the applicant] can come back to HARC for design review.

City Commission: The City Commission approved a parking agreement (Resolution 98-298) to allow Conch Harbor to designate the City's parking garage as meeting the parking requirements. This agreement basically allows the applicant to not provide parking on-site until the City's parking garage is too crowded. In the interim, the applicant will pay

the City \$350.00 per space per year and direct customers to the City's garage. The common sense of this agreement is that it prevents parking garages being built next to each other and in competition with each other. The City Commission consented to assignment of this agreement to the new owners (Resolution 99-14)

DEVELOPMENT REVIEW COMMITTEE RECOMMENDATIONS

See attached minutes of February 25, 1999.

PLANNING STAFF ANALYSIS

The following analysis was presented to the Planning Board for their meeting on June 17, 1999.

- 1) Density / Intensity (Floor Area Ratio): This site is designated as HRCC-2. The permitted floor area ratio (FAR) is 0.5. The area of the site is 82,200.07 sq. ft.¹ and a total floor area of 41,100 sq. ft. is allowed. The proposal includes 17,132 Sq. ft. of floor area and therefore complies. The downstairs parking does not count as floor area because the clearance is 7 feet. The covered plaza is not considered to be floor area because of the wide-open aspect.
- 2) Building Coverage: The Land Development Regulations allow a 50% building coverage. Plan B lists the coverage at 35,470 sq. ft. However, the staff believes that number incorrectly counts the garage, ramp and restroom ramp and the building coverage is 41,888 sq. ft. or 788 sq. ft. more than the 41,100 sq. ft. allowed.
- 3) Impermeable Coverage: 49,321 is allowed, 46,733 is proposed.
- 4) Open Space: Fifty percent (41,100 sq. ft.) is required. The applicant complies with the requirement by having landscaping of 21,360 sq. ft. (26 %) and active recreation (the pool & deck and the uncovered area of the plaza) of 19,963 sq. ft. (24 %) for a total of 41,323 sq. ft. (50.3 %).
- 5) Building Coverage: Fifty percent (41,100) is allowed, 30,659 is proposed.
- 6) Parking:
 - A) Agreement with the City for use of the parking garage: As specified earlier, the City Commission approved a parking agreement (Resolution 98-298) to allow Conch Harbor to designate the City's parking garage as meeting the parking requirements. However, as part of this agreement, the applicant must obtain site plan approval for the prospective on-site parking facility. Therefore, in order for this project to go forward, the scheme B, with on-site parking, must be approved. The only difference between this project and other projects is that the applicant will not be required to build the parking until some time in the future.
 - B) It should be noted that several citizens questioned whether the City was getting sufficiently compensated for such an arrangement. In the Planning

¹ Hildebrandt survey

Staff's opinion, this is not an appropriate question during review of the Development Plan.

- C) Number of spaces: 110 spaces are required, 110 spaces are proposed. Compact spaces are proposed for the front area if it is ever required and would account for 40%. This percentage will require a special approval from the City Commission if the project is approved.
 - D) Handicapped Spaces: The proposed layout was discussed with the bicycle pedestrian coordination, Jim Malcolm, who did not voice an objection.
 - E) Bicycle Spaces: The plans provide more bicycle spaces than required by the Land Development Regulations and of a size and location also consistent.
 - F) Scooter Parking: The Land Development Regulations do not require scooter parking. However, the Planning Staff recommends that the applicant begin to anticipate such use.
- 7) Traffic Congestion: This property is at the five-point intersection of Grinnell St. Caroline Street, and Trumbo Road. Based on direct observations, this intersection is a busy intersection but appears to be operating acceptably. The Planning Staff was previously concerned with the build-out of this property and the ferry terminal. This concern has been somewhat alleviated by the reduction in the project and the accommodation for bicycle parking. The traffic will also be less impacted by the parking agreement to direct parking to the parking garage.
 - 8) "Back of House", Service entrance, Easement: A loading space of 12 wide and 50 feet long is required. This is the purpose of the easement on the west side of the property. However, if a standard semi-truck (used for many local restaurants) did actually use this easement, there is no way such a truck could turn around and the truck would have to back out onto Caroline Street. The Planning Department believes this is not optimal and recommends further consideration be given to connecting with the parking lot in Lands End Village.
 - 9) Lighting and Landscaping, Coordinate with Buque Bus and Open Space: The applicant has verbally stated they have coordinated with the Buque bus. The plan now shows the driveways for Buque Bus.
 - 10) Landscaping: The Planning Staff has not confirmed with the City's landscape coordinator whether the plan complies with the landscape requirements.
 - 11) Stormwater Management: The applicant has provided a conceptual drainage plan that relies on swales, injection wells, and turf block.
 - 12) Impermeable Surface Coverage: The plans indicate the impermeable coverage at 46,733 sq. ft, or approximately 2,600 sq. ft. less than the 49,321 sq. ft. required.
 - 13) Turf Block: The plans indicate a use of turf block. The applicant has submitted specifications for this as being a GrassPave. The City engineer recommends the GravelPave for the traffic areas.
 - 14) Soil Contamination: At the meeting the applicant listed that the contaminated soil would be contained by placing fill on the site.
 - 15) Number of Employees: The applicant previously projected there would be 182 permanent employees. With the revised plans, there most likely will be a reduction in the proposal. The Planning Staff is concerned that the only way to fill these jobs will be to bring new workers into the community and that this will exacerbate the housing problem. For instance in the Wed. March 10, 1999 classified

advertisements, there were at least 310 jobs listed and only five advertisements for roommates and only 20 listings for houses or apartments (only 2 of 8 apartments were less than \$1,000 per month. It is recommended that the applicant install features to maximize productivity and thus reduce the number of employees required.

- 16) General Appearance & View of the Water: Several people raised the concern that the view of the harbor would be significantly reduced. The applicant stated at the last Planning Board meeting that the fill required to contain the contaminated soil would be the primary culprit to blocking the view.

The Planning Staff believes the existing plan is much better than previously proposed. There no longer is the proposed 2,000 restroom at the end of Grinnell Street. Also, the wider opening and large plaza will provide better views.

Finally, this project greatly over complies with the setback requirements from Caroline Street and the water.

PLANNING BOARD RECOMMENDATIONS

This project was first heard at the Planning Board meeting of March 18, 1999, prior to the HARC approval. The plans were revised and the Planning Board again heard the project on April 15, 1999. At that time the project consisted of 11,442 sq. ft. of retail space and a restaurant with Tiki huts with the prospect of a 3 story parking garage along Caroline Street at some time in the future. In response to the concerns, the project was significantly changed to the size described above. The primary changes were reducing the size of the retail and restaurant and deleting a three story-parking garage proposed for phase B when parking would no longer be available at the city garage on Caroline Street.

At the meeting of June 17, 1999, the Planning Board reviewed the above analysis by the Planning Staff and heard public opinion. After discussion the Planning Board then voted to recommend the City Commission approve this project with the following conditions and stipulations:

- 1) The landscape plan must be worked out in accordance with City regulations and the appropriate authorities;
- 2) Should the City require the existing Park and Ride facility (at Caroline and Grinnell Streets) for its own uses, and exercise its option to remove the "Conch Harbor" people (under parking agreement), then parking for "Scheme B" shall be done in accordance with the City's requirements and if that is not done in the specified time, "Conch Harbor" occupational licenses are lost (forfeit) or withdrawn until that is accomplished;
- 3) Approval is subject to City staff reviewing and approving service area functions including garbage removal, deliveries, and circulation to and through other parking and delivery areas;
- 4) Approval is subject to further HARC review and approval;

- 5) Bicycle parking is to be provided along Caroline Street under Scheme "A" and Scheme "B";
- 6) The revised project is subject to approval by the City Engineer and all City agencies;
- 7) A sidewalk is to be provided along Grinnell Street on the plans' south side, with appropriate lighting and landscaping; and
- 8) Within 60 days of City Commission action, if there is approval with or without conditions, there shall be provided copies of a final development plan with all conditions listed to be stamped and signed by the City Planner and the Chairman of the Key West Planning Board.

OPTIONS:

Option A. Approve the project with the Planning Board conditions.

Option B. Approve the project with Planning Boards conditions and stipulations and with the following three additional stipulations and findings:

- 1) Approval that 40% of the parking spaces at phase B may be compact spaces as shown.
- 2) The restrooms will be accessed from the plaza, and
- 3) Height of the parking will not exceed 7 feet.

Option C. Deny the project. Specific reasons for denial should be listed.

ADVANTAGES AND DISADVANTAGES:

Option A will implement the Planning Board's recommendation and the result of a strenuous review at a public hearing. The disadvantage is that this options will exclude several small recommendations and housekeeping findings the Planning Staff had recommended.

Option B also includes the Planning Board's recommendation and will have the dvantage of facilitating a public use of the bathroom (rather than treat it as floor area for the stores). This option will also include two housekeeping findings.

Options A& B both have the advantage of approving a project that is significantly below the permitted density and intensity.

The disadvantage of approving the project in either Option A or B is that the housing situation may well get further exacerbated.

Option C, denying the project, has the advantage that the housing impact will not occur. The disadvantage is that there is currently no moratorium regarding housing impacts or fee for affordable housing (as raised at the Planning Board hearing).

Option C's disadvantage is that this current proposal is well below the permitted density and intensity, has an innovative method to direct traffic to the parking garage, will place a large green space at the entrance to the Key West Bight and will eliminate a surface parking lot. To deny this project would leave the property open for a plan in the future without such features.

RECOMMENDATIONS:

The Planning Department recommends Option B. This has the advantage of the Planning Boards recommendations and including some general housekeeping findings of fact.

PLANS BEING REVIEWED:

SHEET	BY	DATED	REVISED
T-1	Title	06-06-99	06-03-99
ST1-A	Site (Ground Level/)	01-05-99	06-03-99
ST1-B	Site (Ground Level)	01-05-99	06-03-99
ST2-A	Site (Plaza)	01-05-99	06-03-99
ST2-B	Site (Plaza)	01-05-99	06-03-99
ST-3A	Enlarged Plan of Pool Area	06-03-99	06-03-99
ST-3B	Enlarged Plan of Pool Area	06-03-99	06-03-99
ST-4A	Concept Contour/Site Drainage Plan Ground Level	06-03-99	06-03-99
ST-4B	Concept Contour/Site Drainage Plan Ground Level	06-03-99	06-03-99
ST-5A	Conceptual Site Drainage Plan Plaza Level	06-03-99	06-03-99
ST5-B	Conceptual Site Drainage Plan Plaza Level	06-03-99	06-03-99
A-1	South Elevation East Elevation	06-03-99	NA
A-2	North Elevation	06-03-99	NA

Application

DEVELOPMENT PLAN AND CONDITIONAL USE APPLICATION
City of Key West Planning Department
604 Simonton Street, Key West, FL 33040
(305) 809-3720



Development Plan & Conditional Use Application

Applications will not be accepted unless complete

Development Plan
Major x
Minor _____

Conditional Use
x

Historic District
Yes x
No _____

Please print or type:

- 1) Site Address 951-955 Caroline Street (previously known as 909 Caroline St)
- 2) Name of Applicant Trepanier and Associates, Inc., on behalf of Conch Harbor Retail Center, LLC.
- 3) Applicant is: Owner _____ Authorized Representative x
(attached Authorization and Verification Forms must be completed)
- 4) Address of Applicant 402 Appelrouth Lane
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 Conch Harbor Retail Center, LLC
- 8) Address of Owner 951 Caroline St., Key West, FL 33040
- 9) Owner Phone # (305) 600-3449 Email Craig@KeysCaribbean.com
- 10) Zoning District of Parcel HRCC-2 RE# 00002970-000000
- 11) Is Subject Property located within the Historic District? Yes x No _____
If Yes: Date of approval _____ HARC approval # Please see next page for past approvals
OR: Date of meeting July 24th, 2012
- 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).
Application to amend an existing Major Development Plan and
Conditional Use approval (Res. No. 99-225), to permit the
construction of a 13,500 sq. ft. addition to the Conch Harbor
facility to house a West Marine.

DEVELOPMENT PLAN AND CONDITIONAL USE APPLICATION

City of Key West Planning Department
604 Simonton Street, Key West, FL 33040
(305) 809-3720



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

If Yes: Date of approval _____ Resolution # _____

Attach resolution(s).

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

Yes X No _____

If Yes, describe and attach relevant documents.

Res. 95-324 references and depicts nonexclusive access easements for the Boardwalk and the loading zone/ access drive (Attachment A).

A. For both *Conditional Uses* and *Development Plans*, provide the information requested from the attached **Conditional Use and Development Plan** sheet.

B. For *Conditional Uses* only, also include the **Conditional Use Criteria** required under Chapter 122, Article III, Sections 122-61 and 122-62 of the Land Development Regulations (see attached copy of criteria).

C. For *Major Development Plans* only, also provide the **Development Plan Submission Materials** required under Chapter 108, Article II, Division 7, Sections 108-226 through 108-248 of the Land Development Regulations (see attached copy of criteria) and any additional information as determined by the Planning Staff.

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

Previous Resolutions include:

95-324: Preliminary Development Agreement

98-298: Parking Agreement

99-14: Parking Agreement Assignment to New Owner

99-255: Major Development Plan and Conditional Use Approval

Previous HARC Approvals include:

04-14855-95: Demo

04-14911-95: Development Plan Approval

05-15046-95: Fuel Containment

06-15065-95: Fuel Tanks

08-15332-95: Dock Master Office

04-16145-96: Unknown

12-17050-96: Development Plan Approval

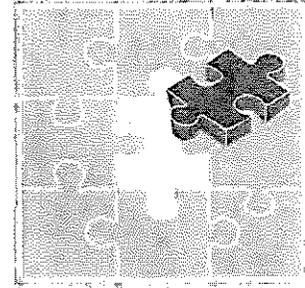
04-28-447: Development Plan Approval

10/29/12

Mr. Brendon Cunningham, Senior Planner II
City of Key West Planning Department
3140 Flagler Avenue
Key West, FL 33040

Re: **REVISED**
Amendment to Major Development & Conditional Use
Conch Harbor, 951-955 Caroline Street
RE No. 00002970-000000

TREPANIER



& ASSOCIATES INC

LAND USE PLANNING
DEVELOPMENT CONSULTANTS

Dear Mr. Cunningham:

We are submitting this revised application to amend an existing Major Development Plan and Conditional Use approval (Res. No. 99-225). We seek approval to permit the construction of a 13,500 sq. ft. addition to the Conch Harbor facility to house a West Marine. This application includes a request for modifications under Sec. 108-517 and variances to Sec. 122-572, Sec. 122-720(4)a, Sec. 122-720(4)b, Sec. 122-720(6).

Please don't hesitate to call if you have any questions or need any additional information.

Thank for the kind consideration,

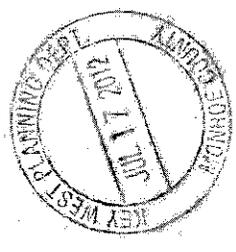
Owen Trepanier

5869

CONCH HARBOR FUEL LLC • OPERATING ACCOUNT

		7/16/2012			
	CITY OF KEY WEST				
Date	Type	Reference	Original Amt.	Balance Due	Discount
7/16/2012	Bill		4,650.00	4,650.00	
					Check Amount

Payment:	
4,650.00	
4,650.00	



4,650.00

FUEL - Centennial '82

5869

**CONCH HARBOR FUEL LLC
OPERATING ACCOUNT**

951 CAROLINE STREET
KEY WEST, FLORIDA 33040



City of Key West
Check Fraud
Prevention System

7/16/2012

PAY
TO THE
ORDER OF

CITY OF KEY WEST

\$ **4,650.00

DOLLARS

Four Thousand Six Hundred Fifty and 00/100*****

CITY OF KEY WEST
PO Box 1359
Key West, FL 33041

Glennedy

AUTHORIZED SIGNATURE

MEMO

⑈005869⑈

CONCH HARBOR FUEL LLC - OPERATING ACCOUNT

5869

CITY OF KEY WEST

Date Type Reference
7/16/2012 Bill

Original Amt.
4,650.00

7/16/2012
Balance Due Discount
4,650.00
Check Amount

Payment
4,650.00
4,650.00

FUEL - Centennial *82

4,650.00

Security features. Details on back.
EP

5850

CONCH HARBOR FUEL LLC
OPERATING ACCOUNT
951 CAROLINE STREET
KEY WEST, FLORIDA 33040



7/2/2012

BY THE ORDER OF
CITY OF KEY WEST

\$ **1,150.00

DOLLARS

One Thousand One Hundred Fifty and 00/100

CITY OF KEY WEST
PO Box 1359
Key West, FL 33041

M Kennedy
AUTHORIZED SIGNATURE

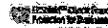
⑈005850⑈

CONCH HARBOR FUEL LLC • OPERATING ACCOUNT

5850

5849

CONCH HARBOR FUEL LLC
OPERATING ACCOUNT
951 CAROLINE STREET
KEY WEST, FLORIDA 33040



7/2/2012

BY THE ORDER OF
CITY OF KEY WEST

\$ **5,650.00

DOLLARS

Five Thousand Six Hundred Fifty and 00/100

CITY OF KEY WEST
PO Box 1359
Key West, FL 33041

M Kennedy
AUTHORIZED SIGNATURE

⑈005849⑈

CONCH HARBOR FUEL LLC • OPERATING ACCOUNT

5849

CITY OF KEY WEST

Date	Type	Reference
7/1/2012	Bill	

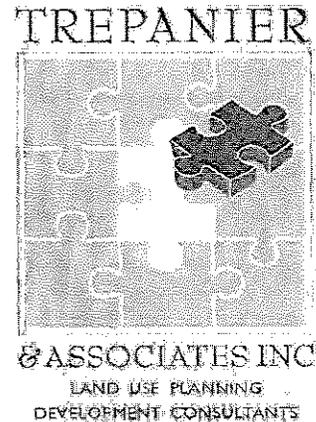
Original Amt.
5,650.00

Balance Due
5,650.00

7/2/2012	
Discount	Payment
	5,650.00
Check Amount	5,650.00

Payment
5,650.00
5,650.00

Project Analysis



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

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

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

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

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

Solutions Statement:

The ongoing successful re-development of Caroline Street, with its extensive harbor walk system and commitment to bicycle and pedestrian traffic, has made West Marine optimistic about the Seaport's future. With new retail shops alongside historic homes and rich traditions, it is clear that it is Caroline Street and the Seaport's time to shine.

West Marine has been a part of Caroline Street and the Seaport for eighteen years. It has a proud heritage of serving all the needs of the boating community. It is the world's largest boating supply retailer wants to commit to the future of Caroline Street and the Seaport, in a really big way.

West Marine has picked the corner of Grinnell and Caroline to be the location for its proposed two million dollar flagship store. Using a local architect and local contractors, the new West Marine will be the "anchor" for the surrounding area and a wonderful validation of the city and neighborhood's vision of the future.

The proposed West Marine flagship store will be 13,500 square feet, featuring a large selection of fishing gear, marine electronics, sailing hardware, boating supplies, and an

engine parts counter. It will also stock a wonderful selection of casual and sports apparel designed for the outdoors including shoes, boots, pants and outerwear.

The store's design will be environmentally sensitive through the use of energy efficient fixtures, recycling, high R-value insulation and materials and the promotion of bike, pedestrian, and scooter access.

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

Owner: Conch Harbor Retail Center, LLC
 Authorized Agent: Trepanier & Associates, Inc.
 Engineer: Perez Engineering & Development, Inc.
 Architect: Peter Pike Architect, Inc.
 Landscape Architect: Elizabeth Newland Landscape Architecture, LLC
 Legal and Equitable Owners: Conch Harbor Retail, LLC owned by KeysCaribbean Collection, LLC (Craig & Maria Hunt – Managing Members); Whitehead Enterprises, LLC (Brian Whitehead); Gina M. Kennedy; Sanchez Team Investments, LLC (Ralph Sanchez - Managing Member); Svén Grunder Gift Trust; Marcus Hunt Gift Trust

Site Data:

Conch Harbor - Site Data					
Issue	Code	Existing	Required/Permitted	Proposed	Compliance
Zoning	HRCC-2	HRCC-2	HRCC-2	No Change	Complies
Site Size	4,000.0 sq.ft.	82,210 sq.ft.	4,000.0	No Change	Complies
Density	8.0 ulac	0.0 ulac	0.0 ulac	0.0 ulac	Complies
FAR	50.0%	0.25	50%	0.41	Complies
Max Height	35 ft.	30 ft.	35 ft.	30 ft.	Complies
Height (w/in 100ft of MHW)	1 story above flood	1 story above flood	1 story	No Change	Complies
Open Space: Commercial	20.0%	50.0%	20.0%	31%	Complies
Residential	35.0%	NA	NA	NA	Complies
Within 100ft of MHW	50.0%	59.9%	50.0%	No Change	Complies
Landscape: Total Area - Commercial	20.0%	31%	20.0%	14%	Waiver Required
Total Area - Residential	35.0%	0.0%	0.0%	0.0%	Complies
Street Buffer (Caroline)	30.0 ft.	10.0 ft.	30.0 ft.	5.6 ft.	Waiver Required
Street Buffer (Grinnell)	30.0 ft.	7.5 ft.	30.0 ft.	No Change	Complies
Building Coverage	50.0%	40.1%	50.0%	55.6%	Variance Required
Impervious Surface	60.0%	69.5%	60.0%	86.1%	Variance Required
Min Lot Size	5,000.0 sq.ft.	82,190.0 sq.ft.	5,000.0 sq.ft.	No Change	Complies
Min Lot Width	50.0 ft.	221.9 ft.	50.0 ft.	No Change	Complies
Min Lot Depth	100.0 ft.	144.3 ft.	100.0 ft.	No Change	Complies
Setbacks: Front (Caroline St)	10.0 ft.	43.9 ft.	10.0 ft.	5.6 ft.	Variance Required
Street Side (Grinnell St)	7.5 ft.	9.0 ft.	7.5 ft.	7.8 ft.	Complies
Side (Alley)	5.0 ft.	7.8 ft.	5.0 ft.	46.8 ft.	Complies
Rear	15.0 ft.	29.7 ft.	15.0 ft.	No Change	Complies
Parking: Auto	Per Sec. 108-546	66 onsite	98	71 onsite	Variance Required
Bike/Scooter	25% of Auto Parking	64	27.5	104	Complies

Other Project Information:

- The proposed construction will not inhibit the existing operations on site. The existing facilities will remain operational throughout construction.
- The target date for commencement shall follow entitlement approvals as quickly as possible.
- Expected date of completion is July 2013.
- The proposed buildings will comply with all flood and FEMA-related requirements.

Intergovernmental Coordination will occur through the Development Review Process of the City of Key West. Coordination with the Florida Department of Environmental Protection will be required as part of the permitting of the stormwater management system.

Schedule and Process:

Remaining Schedule is anticipated as follows:

Conch Harbor Retail Center, LLC Major Development Plan & Conditional Use	Sep	October				November				December				January			
	Wk	Week				Week				Week				Week			
	4	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4
Revise Plans & Resubmit for Planning Board																	
Attend Tree Commission Hearing																	
Attend Planning Board																	
Attend City Commission																	
City Commission Appeal Period (30 days from the date the Resolution is signed by the Mayor)																	
Permit Review																	
Permits issued																	
DEO Appeal Period (45 days from the end of the City's appeal period)																	
Construction																	

SPECIFIC CRITERIA FOR CONDITIONAL USE APPROVAL

Characteristics of proposed use:

Scale & Intensity	Existing		Proposed	
	AM	PM	AM	PM
Floor area ratio	0.25		0.41	
Traffic generation ¹ (Peak Hour Trips)	15	51	23	82
Square feet of each specific use				
Retail	7,778		21,278	
Kitchen & Dining	4,437		No Change	
Covered Seating Area	818		No Change	
Main Bar	1,024		No Change	
Pool Bar	612		No Change	
ADA Restrooms	462		No Change	
Showers/ Laundry/ Restrooms	1,000		No Change	
Pool & Pool Deck	9,914		No Change	
Proposed employment for new retail	NA		10 FTEs	
Proposed number and type of service vehicles for new retail	NA		2 trucks/ wk	

Land use compatibility:

The attached analysis and plans demonstrate that the conditional use, including its proposed scale and intensity, traffic-generating characteristics, and off-site impacts are compatible and harmonious with adjacent land use and will not adversely impact land use activities in the immediate vicinity.

Site Size:

The Conch Harbor site has sufficient size, adequate specifications, and infrastructure to accommodate the proposed use. 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 accommodate urban design amenities such as appropriate screening, buffers, landscaping, open space, off-street parking, efficient internal traffic circulation, infrastructure and similar site plan improvements are designed to mitigate against potential adverse impacts of the proposed use.

¹ See Attachment A for full analysis

Mitigative techniques:

The design embraces the existing character of the Caroline Corridor streetscape. The parking capacity is based on traffic engineering studies demonstrating actual demand at the proposed location. No new curb cuts or reductions in on street parking are proposed. The design scheme, including off-street parking and stormwater management appropriately address off-site impacts to ensure that land use activities in the immediate vicinity, including community infrastructure, are not burdened with adverse impacts detrimental to the general public health, safety and welfare.

Hazardous waste:

The proposed use shall not generate hazardous waste or require use of hazardous materials in its operation.

Compliance with applicable laws and ordinances:

This conditional use shall comply with all applicable federal, state, county, and city laws and ordinances. The proposed project furthers the goal of the Key West Bight Master Plan to create high end water dependant retail². Where permits are required from governmental agencies other than the city, these permits shall be obtained.

Additional criteria applicable to specific land uses:

- Land uses within a conservation area. The proposed project is not located in a conservation area, however, state-of-the-art stormwater management systems shall be installed to control runoff and prevent near shore water contamination.
- Residential development. No residential development is proposed.

ANALYSIS: EVALUATION FOR COMPLIANCE WITH THE LDRS

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

The anticipated public facility impacts of the proposed development:

The following concurrency analysis demonstrates all anticipated development impacts to public facilities can be accommodated within current capacities.

The ability of existing facilities to accommodate the proposed development at the adopted level of service standards:

The following concurrency analysis demonstrated all anticipated development impacts to existing facilities can be accommodated within current capacities and adopted levels of service.

Any existing facility deficiencies that will need to be corrected prior to the completion of the proposed development:

There are no existing facility deficiencies that will need to be corrected prior to completion of the proposed development.

² Key West Bight Master Plan, 1994, p. 5

The facility improvements or additions necessary to accommodate the impact of the proposed development at the adopted level of service standards and the entities responsible for the design and installation of all required facility improvements or additions:

There are no facility improvements or additions necessary to accommodate the impact of the proposed development at the adopted level of service standards.

The date such facility improvements or additions will need to be completed to be:

NA – No improvements required.

Fire Protection (Section 108-233 (8))

Key West Fire Department coordination shall be per DRC. No objections are known to exist at this time.

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

The project site is located in the HRCC-2 zoning district. HRCC-2 is the Historic Residential Commercial Core. The district is characterized by water-dependant and water related uses, restaurants, commercial retail, light industrial and residential uses. Larger-scale retail facilities are permitted as a conditional use in this zoning district. Based on the surrounding zoning and land uses, the proposed conditional use and development plan is compatible with neighboring properties. The proposed project furthers the goal of the Key West Bight Master Plan to create high end water dependant retail³.

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

All mechanical equipment will be located on the roof of the existing structure and screened per HARC approval in compliance with Section 108-279.

Utility lines (Section 108-282):

Utilities will be placed underground as appropriate.

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

All commercial-retail activities will take place within the enclosed building. No outdoor storage or display has been applied for or approved.

Exterior Lighting (Section 108-284):

Per Section 108-284, all proposed lighting shall shield and arrange lighting sources 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. Street lighting shall be installed on all internal and perimeter streets, within parking areas, and along pedestrian walkways as required.

³ Key West Bight Master Plan, 1994, p. 5

Signs (Section 108-285):

Proposed signage will be required by HARC to be harmonious with the urban design theme of the project, will be aesthetically pleasing and reinforce good principles and practices of streetscape design.

Pedestrian sidewalks (Section 108-286):

All proposed sidewalks shall be constructed to link major activity centers and will also link vehicle use areas including parking areas with all principal buildings. The pedestrian circulation system includes marked pedestrian crossings, as required, in order to separate vehicular and pedestrian traffic.

Loading docks (Section 108-287):

A loading zone exists along the left side of the existing structure; no change is proposed. Loading are proposed at the side of the structure as required by Section 108-287 and are located more than 100 feet from any residentially zoned property.

Storage Areas (Section 108-288):

No outdoor storage areas are proposed other than the enclosed recycling and waste on the left side of the proposed structure.

On-Site and Off-Site Parking and Vehicular, Bicycle, and Pedestrian Circulation (Section 108-244):

The proposed development plan accommodates the parking impacts associated with the existing and proposed development⁴. The proposed development plan satisfies on-and off-site vehicular and bicycle circulation, and parking requirements of Articles IV and VII of Chapter 108. This site is located within the Historic Commercial Pedestrian-Oriented Area. The Grinnell Street Parking Garage is located directly across the street from this parcel. The proposed plan also retains the existing "traffic circle" which enhances and encourages bus and taxi ridership.

Housing (Section 108-245):

No housing is proposed as part of this Development Plan.

Economic resources (Section 108-246):

Trepanier & Associates, Inc. contacted the Monroe County Property Appraiser's office to seek assistance in estimating the average ad valorem tax yield from the proposed project. The project is expected to generate approximately \$20,000-\$30,000 annually in new ad valorem taxes.

The project is proposed as a single phase and the construction cost is estimated at approximately \$2,000,000-\$3,000,000. The entire project will be constructed in the City of Key West and the majority of the expenditure will transact within the City.

Special Conditions (Section 108-247):

The proposal complies with the goals, objectives and policies of the comprehensive plan and as demonstrated by the concurrency analysis there are no conflicts with the existing public facilities, such as wastewater treatment and transportation.

⁴ See trip generation and parking study by TrafTech Engineering, Inc. 2012. (Attachment A)

The project is located within the Caroline Street Redevelopment Area and furthers the goal of the Key West Bight Master Plan to create high end water dependant retail⁵.

There is no impact on the unincorporated portion of the county.

The project is adjacent to the Key West Bight. The public access way between the project and Bight will not be adversely impacted as a result of the plan and will remain open to the public.

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

The proposed development is not phased. The applicant would like to commence construction as soon as possible.

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

The proposed project will create an open space ratio of 0.376. The open space includes permeable open surfaces and active recreation areas as approved in Res. No. 99-255. This project includes a request to modify the buffer and landscaping requirements to reflect both the historic architectural aesthetic of the Caroline Street Corridor as well as the existing urban fabric and streetscape.

Request for Modification, Sec. 108-517

This application/ request for modification to the standards of this ordinance is hereby filed with the city planning office and shall be considered by the planning board after reviewing recommendations of the city planner or designated staff. The planning board shall render the final action.

This request is to modify:

- Sec. 108-412(a) from the requirement of 20% to 14%.
- Sec. 108-413(b) from the requirement of 10ft existing (30ft required) to 5.6ft

This site was designed in a manner that conforms to the historic urban character of the area. The property includes large active open recreation areas adjacent to the water and over the parking garage. This proposal seeks to add pedestrian-scale retail square footage along Caroline Street, which brings the property into better conformance character of the Caroline Street Corridor.

The waiver in is the public interest as it allows the design of the site to conform to, and enhance, the Caroline Street Corridor vision. The modification will not have a significant adverse impact on the public interest, or on adjacent property.

The modification is not discriminatory. The modification is not discriminatory, considering similar situations in the general area. No projects in the Caroline Street Corridor are known to have been capable of complying with this section without modification due to the urban environment.

⁵ Key West Bight Master Plan, 1994, p. 5

Superior alternative. The development will provide a superior alternative landscape solution which will conform to and enhance the Caroline Street Corridor streetscape.

Protection of significant features. The waiver or modification will significantly enhance existing environmental features through the increased landscape density along the water-side of the development site.

Deprivation of reasonable use. Strict application of the requirements would effectively deprive the owner of reasonable use of the land due to its location within the urban context of the Caroline Street Corridor. The buffering requirements set forth in the code, can not be achieved given the development standards set forth and the urban character of the Key West Bight.

Technical impracticality. Strict application of the requirement is technically impractical.

Stormwater and Surface Water Management (Article VIII):

State-of-the-art stormwater management system will be installed per the attached plans.

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

The proposed project is located in the AE 9 & 7 flood zones⁶. All FEMA requirements shall be met.

Utilities (Article IX):

Electrical service shall be provided by KEYS Energy. The proposed development project will use existing utility mains for potable and sewer water as shown in the concurrency management report. Landscaping will consist of native and permitted species as shown on the proposed landscape plan.

CONCURRENCY ANALYSIS:

The City's Comprehensive Plan Objective 9-1.5 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. Potable Water & Sanitary Sewer
2. Recreation (for residential development only)
3. Solid Waste
4. Drainage
5. Roads/Trip Generation

The following concurrency analysis reflects the anticipated impacts resulting from the proposed addition to the Conch Harbor building to house the new West Marine.

Potable Water & Sanitary Sewer Planned improvements in potable water and/or wastewater systems required to establish and/or maintain adopted water and wastewater

⁶ Panel 1516K (Attachment B)

levels of service. System improvements and proposed funding resources required for implementing any improvements required to establish and/or maintain adopted potable water and wastewater system level of service standards⁷."

Potable Water Sec. 94-68 sets the level of service for residential potable water at 93 gal/capita/day and nonresidential at 650 gal/acre/day.

i) Existing capacity required based on site size: **1,229 gal/day**

The total capacity required for nonresidential use on **1.89 acres** is:

$$650 \text{ gal/acre/day} \times 1.89 \text{ acres} = 1,229 \text{ gal/day}$$

ii) Proposed capacity required based on site size: **1,229 gal/day**

The total capacity required for nonresidential use on **1.89 acres** is:

$$650 \text{ gal/acre/day} \times 1.89 \text{ acres} = 1,229 \text{ gal/day}$$

iii) Existing capacity required based on floor area: **307 gal/day**

The total capacity required for nonresidential use on **0.47 acres** is:

$$650 \text{ gal/acre/day} \times 0.47 \text{ acres} = 307 \text{ gal/day}$$

iv) Proposed capacity required based on floor area: **503 gal/day**

The total capacity required for nonresidential use on **0.77 acres** is:

$$650 \text{ gal/acre/day} \times 0.77 \text{ acres} = 503 \text{ gal/day}$$

Based on the concurrency management calculation prescribed in the Comprehensive Plan, there is no or minimal increase in the proposed capacity required by Key West Comprehensive Plan LOS standards; the Florida Keys Aqueduct Authority has the capacity to supply adequate service to this property, as demonstrated below.

FKAA Supply Capacity:

The Florida Keys Aqueduct Authority ("FKAA") has adequate supply capacity to serve the potential development. FKAA has constructed facilities on the mainland in Florida City to expand water supply for the Florida Keys. This permitted and constructed improvement enables FKAA to provide over 23 MGD, which will provide sufficient capacity through 2022⁸. Operational in 2011, the recent expansion of the R.O. plant will provide 6.0 MGD, which combined with the 17.0 MGD permitted withdrawal from the Biscayne Aquifer, increased available water supply to 23 MGD for the Florida Keys.

Expanded Florida City R.O. Plant. The Department of Health issued Permit # 150092-007-wc/04 (Exhibit I) on November 14, 2006 to allow for the construction

⁷ The City of Key West's Comprehensive Plan Policy 9-1.5.1: Resolving Concurrency Issues.

⁸ Excerpt from Analysis by Kenneth B. Metcalf, AICP, (Greenberg Traurig, P.A.), August 22, 2008.

of an expanded reverse osmosis (R.O.) water plant in Florida City. The expanded water plant is designed to treat blended Floridian Aquifer water as an alternative water source to the Biscayne Aquifer. The permit design capacity of the expanded R.O. plant is 6 MGD.

Revised Water Use Permit. The SFWMD issued revised Water Use Permit (WUP) #13-00005-W (Exhibit II) on March 26, 2008, which recognizes the additional blended Floridian Aquifer capacity that will be provided by the expanded R.O. plant. Interim Water Use Allocations in the WUP permit provide FKAA with an allocation of 17.00 MGD (dry season) and 17.79 GPD (wet season) which may be withdrawn from the Biscayne Aquifer and allows FKAA to utilize the Stock Island and Marathon Reverse Osmosis plants for any demands exceeding the interim withdrawal limit, pending completion of the R.O. plant in Florida City. The Stock Island and Marathon R.O. plants have a combined capacity of 3.0 MGD providing an interim WUP water supply of 20.0 MGD during the dry season if needed. Once operational in 2010, the R.O. plant will provide an additional 6.0 MGD, which when combined with the 17.0 MGD permitted withdrawal from the Biscayne Aquifer, will increase available water supply to 23 MGD for the Florida Keys.

The interim allocation of 20 MGD (7,300 MG/year) through 2010 and 23 MGD after 2010 provides ample water supply to support the adopted amendment and allocated growth well beyond 10 years. The "Monroe County 2007 Annual Public Facilities Report" documents historic water use in the Florida Keys. Water demand has fluctuated significantly on an annual basis, however when evaluated over a ten-year period, the data shows an increase in water demand of more than 1 billion gallons over the last 10 years with an annual average increase of approximately 104 MG/year. This increase in demand can be shown in the following calculation:

$$\begin{aligned} 1996 \text{ annual water demand} &= 5,272 \text{ MG /year} \\ 2006 \text{ annual water demand} &= 6,310 \text{ MG /year} \\ \text{Average Annual Increase} &= (6,310 \text{ MG} - 5,272 \text{ MG}) / 10 = 103.8 \text{ MG /year} \end{aligned}$$

Based on the average annual increase of 103.8 MG per year, the interim allocation would be sufficient for an additional 9.5 years of growth beyond 2006 or through 2015 until demand reaches the interim permitted withdrawal of 20 MGD (7,300 MG/year). Since completion of the Florida City facilities, the 23 MGD allocation is available to support yet another 9.5 years of growth. Based on these findings, sufficient permitted water supply is available to meet the needs of the Florida Keys through 2024.

Improvements Schedule/Status. Condition 30 of the WUP provides the R.O. plant and the associated Floridian deep wells that will provide 23 MGD of capacity through 2024:

- DEP Underground Injection and Control permit was obtained on May 21, 2008.
- Construction contracts were required within 180 days or by November 21, 2008;
- Testing is required within one year and 30 days from issuance of the permit or by June 21, 2009.

- The R.O. plant construction was completed in January, 2010.

Sanitary Sewer Sec. 94-67 sets the level of service for residential sanitary sewer at 100 gal/capita/day and nonresidential sanitary sewer at 660 gal/acre/day.

- i) Existing capacity required based on site size: **1,247 gal/day**

The total capacity required for nonresidential use on 1.89 acres is:

$$660 \text{ gal/acres/day} \times 1.89 \text{ acres} = 1,247 \text{ gal/day}$$

- ii) Proposed capacity required based on site size: **1,247 gal/day**

The total capacity required for nonresidential use on 1.89 acres is:

$$660 \text{ gal/acres/day} \times 1.89 \text{ acres} = 1,247 \text{ gal/day}$$

- iii) Existing capacity required based on floor area: **311 gal/day**

The total capacity required for nonresidential use on 0.47 acres is:

$$660 \text{ gal/acres/day} \times 0.47 \text{ acres} = 311 \text{ gal/day}$$

- iv) Proposed capacity required based on floor area: **511 gal/day**

The total capacity required for nonresidential use on 0.77 acres is:

$$660 \text{ gal/acres/day} \times 0.77 \text{ acres} = 511 \text{ gal/day}$$

The current wastewater treatment plant has the potential treatment capacity of 10 million gallons per day. Only 4.8 million gallons per day of capacity are currently utilized⁹. The current plant has the capacity to service this project's projected needs.

Recreation "In cases where residential development is proposed, information shall be submitted describing plans for accommodating recreational demands generated by the development, including demonstrated evidence that the City's adopted level of service for recreation shall not be adversely impacted¹⁰."

No Residential Development Proposed

Solid Waste- "Projected demand generated by the development on the solid waste disposal system and assurances that the City's adopted level of service for solid waste disposal shall not be adversely impacted¹¹."

Sec. 94-71 sets the level of service for residential solid waste disposal (1994-2010) at 2.66 lb/capita/day and nonresidential solid waste disposal at 6.37 lb/capita/day.

- i) Existing capacity required: **331 lbs/day**

⁹ Per September 3, 2010 memo from Greg Smith, project Manager for CH2M Hill OMI (Exhibit III)

¹⁰ The City of Key West's Comprehensive Plan Policy 9-1.5.1: Resolving Concurrence Issues.

¹¹ The City of Key West's Comprehensive Plan Policy 9-1.5.1: Resolving Concurrence Issues.

The total capacity required for the nonresidential use of 52 employees¹² is:

$$6.37 \text{ lb/capita/day} \times 52 \text{ employees} = 331 \text{ lbs/day}$$

ii) Proposed capacity required: **459 lbs/day**

The total capacity required for the nonresidential use of 72 employees¹³ is:

$$6.37 \text{ lb/capita/day} \times 72 \text{ people} = 459 \text{ lbs/day}$$

Waste Management has more than enough capacity to handle the increase¹⁴.

Drainage - "Conceptual plan for accommodating storm water run-off and demonstrated evidence that the proposed drainage improvements shall accommodate storm water run-off without adversely impacting natural systems or the City's adopted level of service for storm drainage^{15a}"

This site will meet the minimum requirements through best management practices as depicted on the attached storm water management plans.

Roads/Trip Generation- "Estimated trips for the peak hour generated by the proposed land use(s) together with anticipated on- and off-site improvements necessitated to accommodate the traffic impacts generated by the development including, additional R/W, roadway improvements, additional paved laneage, traffic signalization, proposed methods for controlling access and egress, and other similar improvements^{16a}."

Trip generation and parking demand studies are being performed by Traf Tech Engineering and are expected to be completed by July 25th, 2012

This site is located on Caroline Street. Caroline Street is not a constrained street according to City of Key West Code Section 94-72.

Exhibits

Exhibit I – Department of Health Permit #150092-007-wc/04

Exhibit II – Water Use Permit (WUP) #13-00005-W

Exhibit III – September 3, 2010 Wastewater Memo

Exhibit IV – Map of the City of Key West's Existing Recreation Services

Exhibit V – January 25, 2010 Solid Waste Memo

¹² APA Planner's Estimating Guide, (table 4-11) was used to estimate employment numbers for existing uses.

¹³ Increased number of people based on the average between the APA Estimating Guide (30) and the expectation of the retailer (10 FTEs) for an average of 20

¹⁴ Per January 25, 2010 memo from Jay Gewin, City of Key West (Exhibit V)

¹⁵ The City of Key West's Comprehensive Plan Policy 9-1.5.1: Resolving Concurrency Issues

¹⁶ The City of Key West's Comprehensive Plan Policy 9-1.5.1: Resolving Concurrency Issues

Traf Tech
ENGINEERING, INC.

August 17, 2012

Mr. Craig Hunt
Conch Harbor Marina and Retail Center
951 Caroline Street
Key West, Florida 33040

**Re: Conch Harbor Marina – Key West
Trip Generation Analysis**

Dear Craig:

The Conch Harbor Marina is an existing marina and commercial retail facility located in the northwest quadrant of the intersection of Caroline Street and Grinnell Street in the City of Key West, Monroe County, Florida. The subject site currently consists of approximately 27,000 square feet of retail space and 40 boat slips. An additional 13,500 square feet of retail space is proposed for the subject site. The purpose of this trip generation analysis is to document the increase in the number of vehicle trips associated with the proposed retail expansion.

Trip Generation

The trip generation analysis for this project is based upon the trip generation rates and equations published in the Institute of Transportation Engineers (ITE) *Trip Generation (8th Edition)* report. The ITE land uses referenced for this analysis are Marina (ITE Land Use #420) and Shopping Center (ITE Land Use #820)¹. Based upon this information, the weekday, AM peak hour, and PM peak hour trip generation rates as well as the pass-by rates for the existing and proposed development are as follows:

Marina – ITE Land Use #420

- Weekday Trip Generation Rate: $T = 2.96 (X)$
where T = number of trips and X = number of berths
- AM Peak Hour Trip Generation Rate: $T = 0.08 (X)$ (33% in / 67% out)
- PM Peak Hour Trip Generation Rate: $T = 0.19 (X)$ (60% in / 40% out)

Shopping Center – ITE Land Use #820

- Weekday Trip Generation Rate: $T = 42.94 (X)$
where T = number of trips and X = 1,000 square feet of gross leasable area
- AM Peak Hour Trip Generation Rate: $T = 1.00 (X)$ (61% in / 39% out)
- PM Peak Hour Trip Generation Rate: $T = 3.73 (X)$ (49% in / 51% out)
- Pass-by: $\ln(T) = -0.29 \cdot \ln(X) + 5.00$
Where T = pass-by percentage and X = 1,000 square feet of gross leasable area

¹ Although the Marina land use description within the ITE *Trip Generation* report includes "limited retail and restaurant space," the retail and restaurant uses at most marinas are typically small in size and cater almost exclusively to the patrons of the marina itself. In the case of Conch Harbor Marina, the existing retail uses serve not only the marina patrons but the surrounding community as well. Likewise, it is anticipated that the proposed retail space will serve both the marina patrons and the surrounding community. As a result and in order to assess traffic impacts with a conservative approach, it was determined that, from a trip generation standpoint, the retail component would be estimated independent of the marina boat slips.

The supporting trip generation information from the ITE report is presented in Attachment A to this document. The results of the trip generation analysis are summarized in Table I below.

Land Use	Size	Daily Trips	AM Peak Hour Trips			PM Peak Hour Trips		
			In	Out	Total	In	Out	Total
<i>Existing</i> Marina	40 berths	118	1	2	3	5	3	8
Retail - Pass-By (57%)	27,000 S.F.	1,159 (661)	16 (9)	11 (6)	27 (15)	49 (28)	52 (30)	101 (58)
Total		616	8	7	15	26	25	51
<i>Proposed</i> Marina	40 berths	118	1	2	3	5	3	8
Retail - Pass-By (51%)	40,500 S.F.	1,739 (887)	25 (13)	16 (8)	41 (21)	74 (38)	77 (39)	151 (77)
Total		970	13	10	23	41	41	82
Difference (Proposed - Existing)		354	5	3	8	15	16	31

Compiled by: Traf Tech Engineering, Inc. (August 2012)

Source: Institute of Transportation Engineers (ITE) Trip Generation (8th Edition) report.

Conclusions

Based upon the foregoing trip generation analysis, the proposed retail expansion of the existing Conch Harbor Marina located at Caroline Street and Grinnell Street in Key West, Florida is anticipated to generate an additional 354 daily vehicle trips, an additional 8 AM peak hour vehicle trips (5 inbound and 3 outbound) and an additional 31 PM peak hour vehicle trips (15 inbound and 16 outbound).

From a traffic engineering standpoint, the new vehicle trips forecast to be generated by this project are considered to be insignificant. For instance, during the AM peak hour the subject retail expansion would, on average, generate one new vehicle trip every seven and one-half (7.5) minutes and during the PM peak hour the retail expansion is forecast to generate one new vehicle trip every two (2) minutes.

If you have any questions or require additional information, please do not hesitate to contact me.

TRAF TECH ENGINEERING, INC.



Karl B. Peterson, P.E.
Senior Transportation Engineer

8400 North University Drive, Suite 309, Tamarac, Florida 33321
Tel: (954) 582-0988 Fax: (954) 582-0989

ATTACHMENT A

Trip Generation Information

Land Use: 420 Marina

Description

Mannas are public or private facilities that provide docks and berths for boats and may include limited retail and restaurant space.

Additional Data

The number of boat berths ranged from 108 to 1,750; the number of acres ranged from 11 to 195; and the number of parking spaces ranged from 65 to 493.

The sites were surveyed between the late 1960s and the late 1980s in California and Washington.

Source Numbers

6, 12, 19, 101, 123, 265

**Marina
(420)**

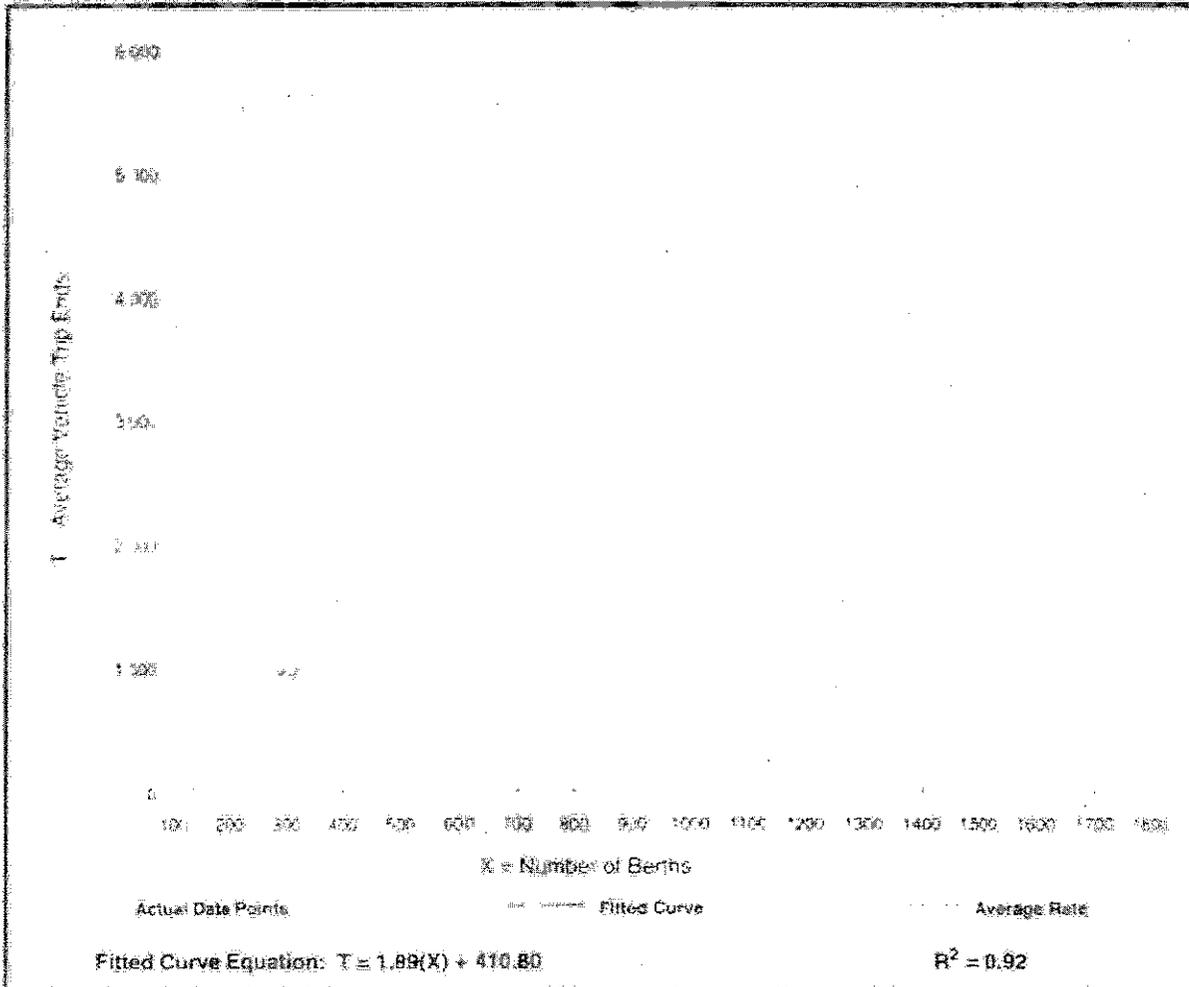
**Average Vehicle Trip Ends vs: Berths
On a: Weekday**

Number of Studies: 11
 Average Number of Berths: 386
 Directional Distribution: 50% entering, 50% exiting

Trip Generation per Berth

Average Rate	Range of Rates	Standard Deviation
2.96	1.93 - 10.04	2.26

Data Plot and Equation



**Marina
(420)**

Average Vehicle Trip Ends vs: Berths
On a: Weekday,
Peak Hour of Adjacent Street Traffic,
One Hour Between 7 and 9 a.m.

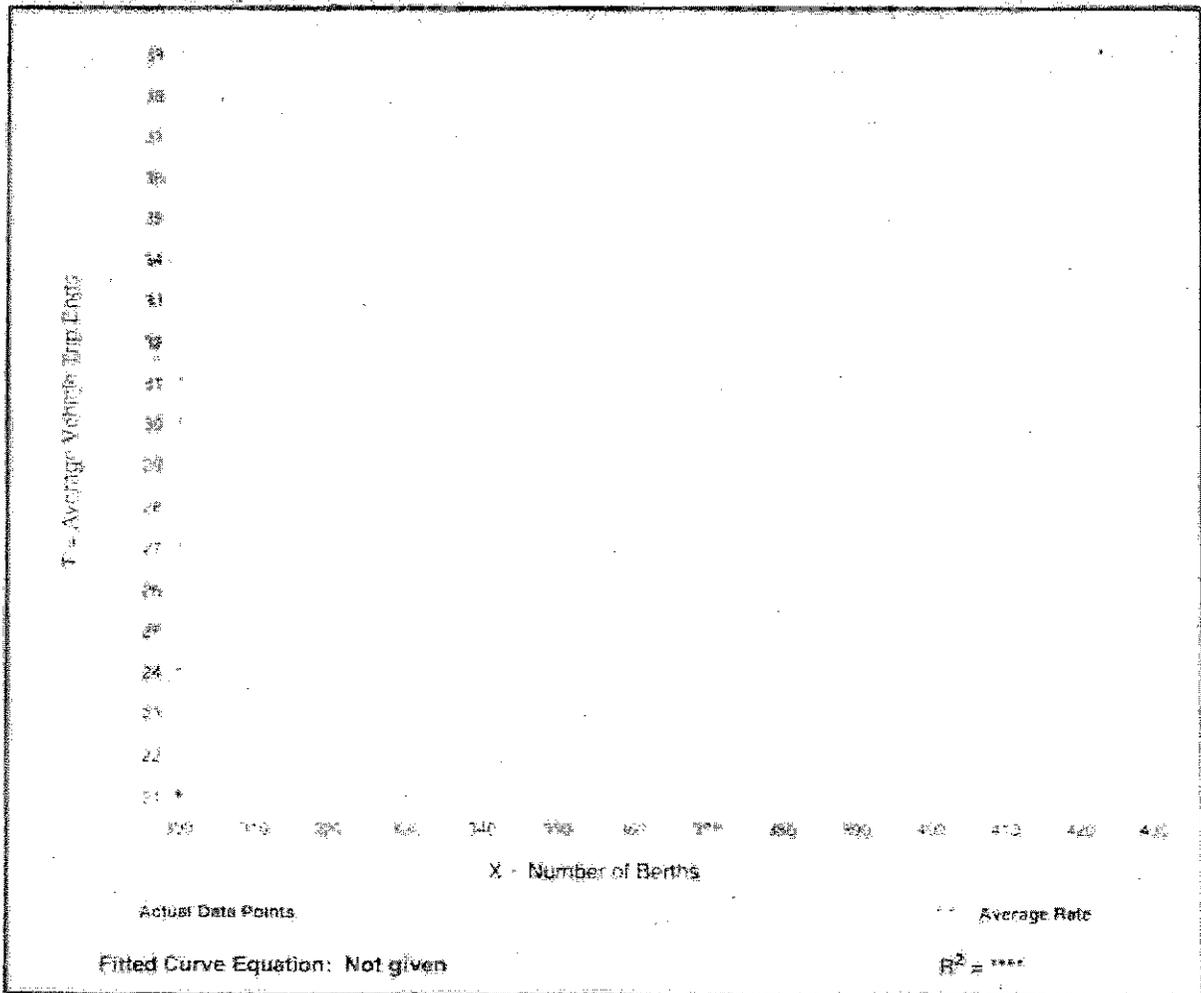
Number of Studies: 2
 Average Number of Berths: 362
 Directional Distribution: 33% entering, 67% exiting

Trip Generation per Berth

Average Rate	Range of Rates	Standard Deviation
0.08	0.07 - 0.09	*

Data Plot and Equation

Caution - Use Carefully - Small Sample Size



**Marina
(420)**

Average Vehicle Trip Ends vs: Berths
On a: Weekday,
Peak Hour of Adjacent Street Traffic,
One Hour Between 4 and 6 p.m.

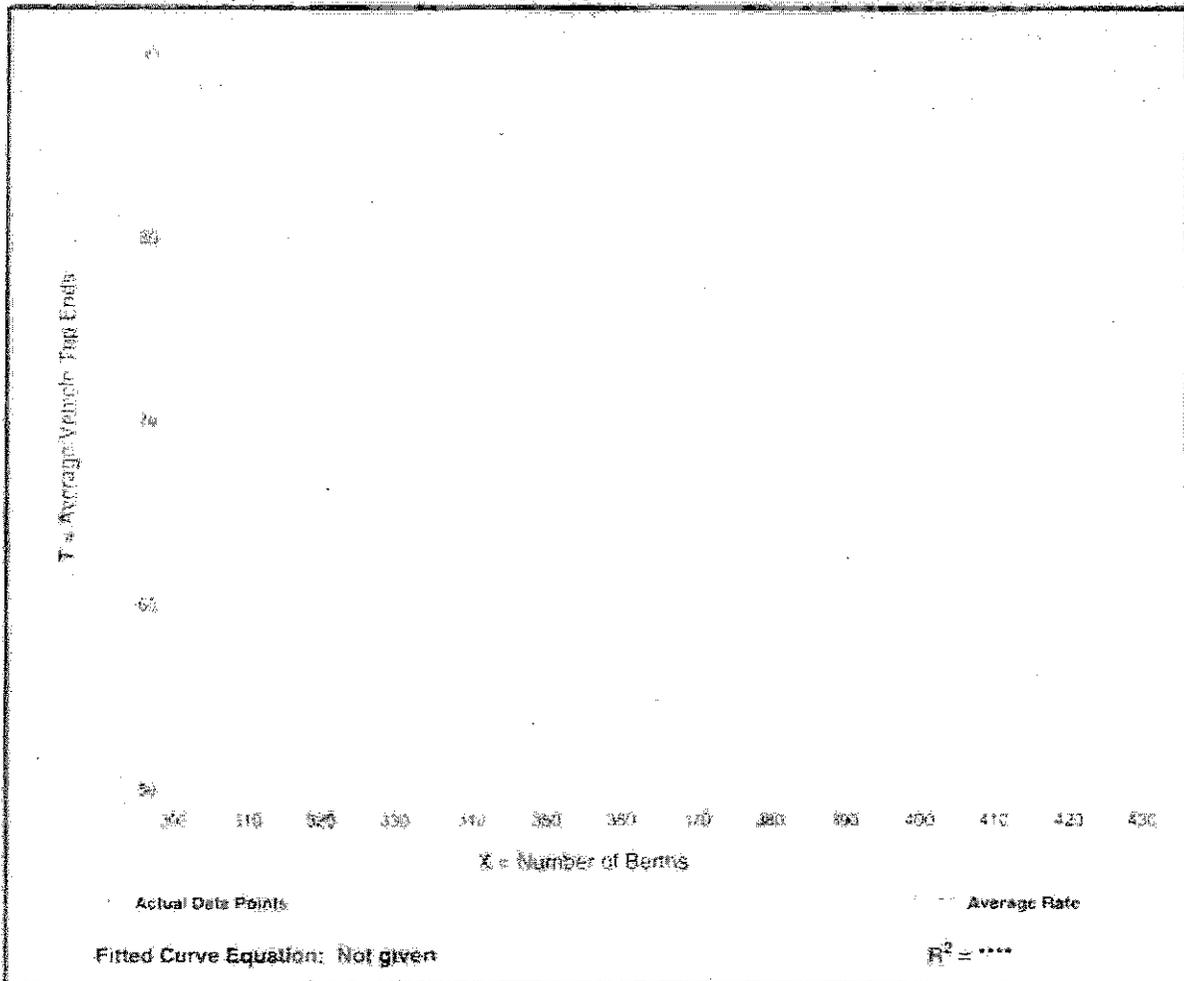
Number of Studies: 2
 Average Number of Berths: 362
 Directional Distribution: 60% entering, 40% exiting

Trip Generation per Berth

Average Rate	Range of Rates	Standard Deviation
0.19	0.17 - 0.21	

Data Plot and Equation

Caution - Use Carefully - Small Sample Size



Land Use: 820 Shopping Center

Description

A shopping center is an integrated group of commercial establishments that is planned, developed, owned and managed as a unit. A shopping center's composition is related to its market area in terms of size, location and type of store. A shopping center also provides on-site parking facilities sufficient to serve its own parking demands. Specialty retail center (Land Use 814) and factory outlet center (Land Use 823) are related uses.

Additional Data

Shopping centers, including neighborhood centers, community centers, regional centers and super regional centers, were surveyed for this land use. Some of these centers contained non-merchandising facilities, such as office buildings, movie theaters, restaurants, post offices, banks, health clubs and recreational facilities (for example, ice skating rinks or indoor miniature golf courses). The centers ranged in size from 1,700 to 2.2 million square feet gross leasable area (GLA). The centers studied were located in suburban areas throughout the United States and therefore represent typical U.S. suburban conditions.

Many shopping centers, in addition to the integrated unit of shops in one building or enclosed around a mall, include outparcels (peripheral buildings or pads located on the perimeter of the center adjacent to the streets and major access points). These buildings are typically drive-in banks, retail stores, restaurants, or small offices. Although the data herein do not indicate which of the centers studied included peripheral buildings, it can be assumed that some of the data show their effect.

The vehicle trips generated at a shopping center are based upon the total GLA of the center. In cases of smaller centers without an enclosed mall or peripheral buildings, the GLA could be the same as the gross floor area of the building.

Separate equations have been developed for shopping centers during the Christmas shopping season. Plots were included for the weekday peak hour of adjacent street traffic and the Saturday peak hour of the generator.

Information on approximate hourly, monthly and daily variation in shopping center traffic is shown in Tables 1-4. It should be noted, however, that the information contained in these tables is based on a limited sample size. Therefore, caution should be exercised when applying the data. Also, some information provided in the tables may conflict with the results obtained by applying the average rate or regression equations. When this occurs, it is suggested that the results from the average rate or regression equations be used, as they are based on a larger number of studies.

Shopping Center (820)

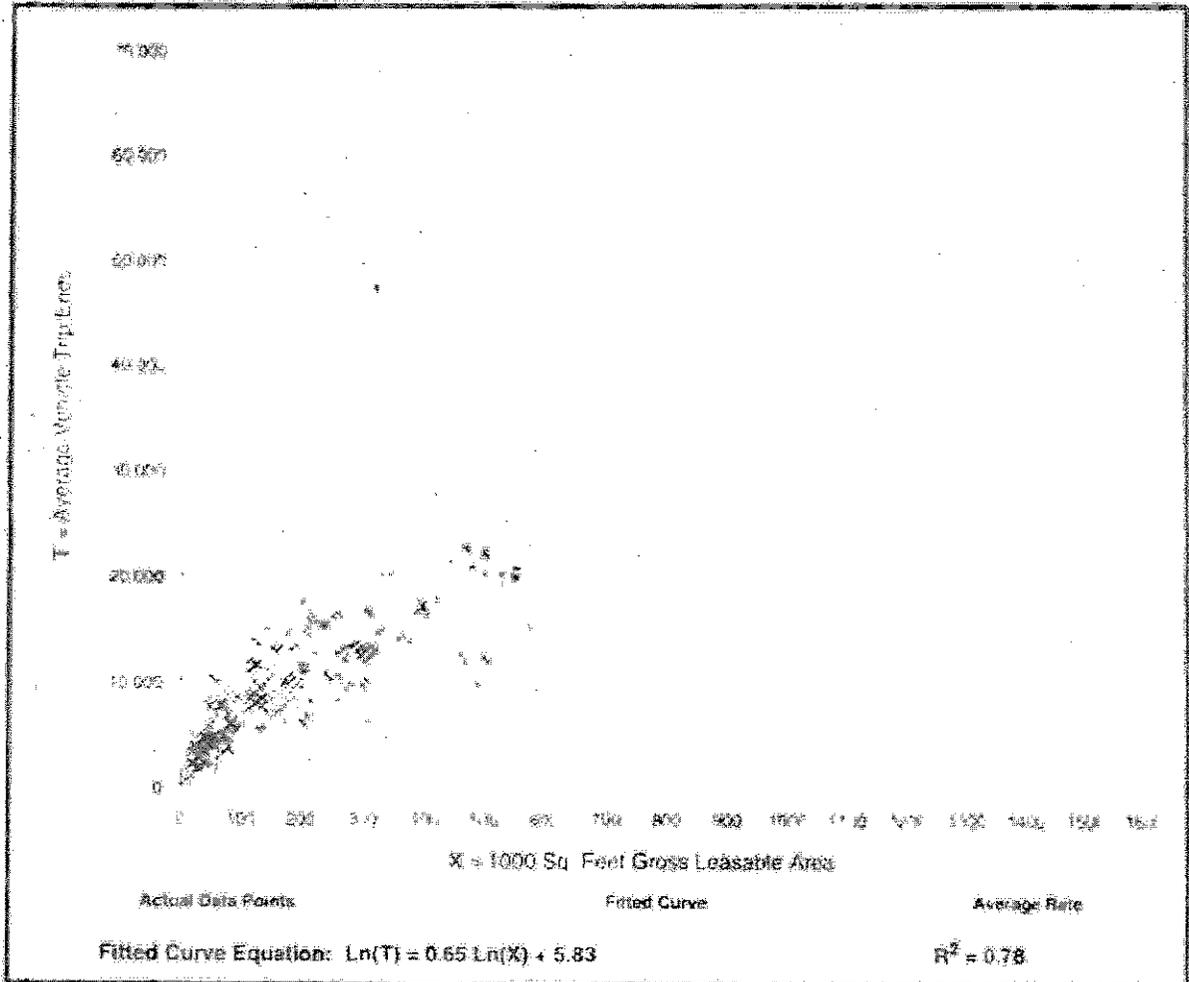
Average Vehicle Trip Ends vs: 1000 Sq. Feet Gross Leasable Area
On a: Weekday

Number of Studies: 302
Average 1000 Sq. Feet GLA: 328
Directional Distribution: 50% entering, 50% exiting

Trip Generation per 1000 Sq. Feet Gross Leasable Area

Average Rate	Range of Rates	Standard Deviation
62.94	12.50 - 270.89	21.38

Data Plot and Equation



Shopping Center (820)

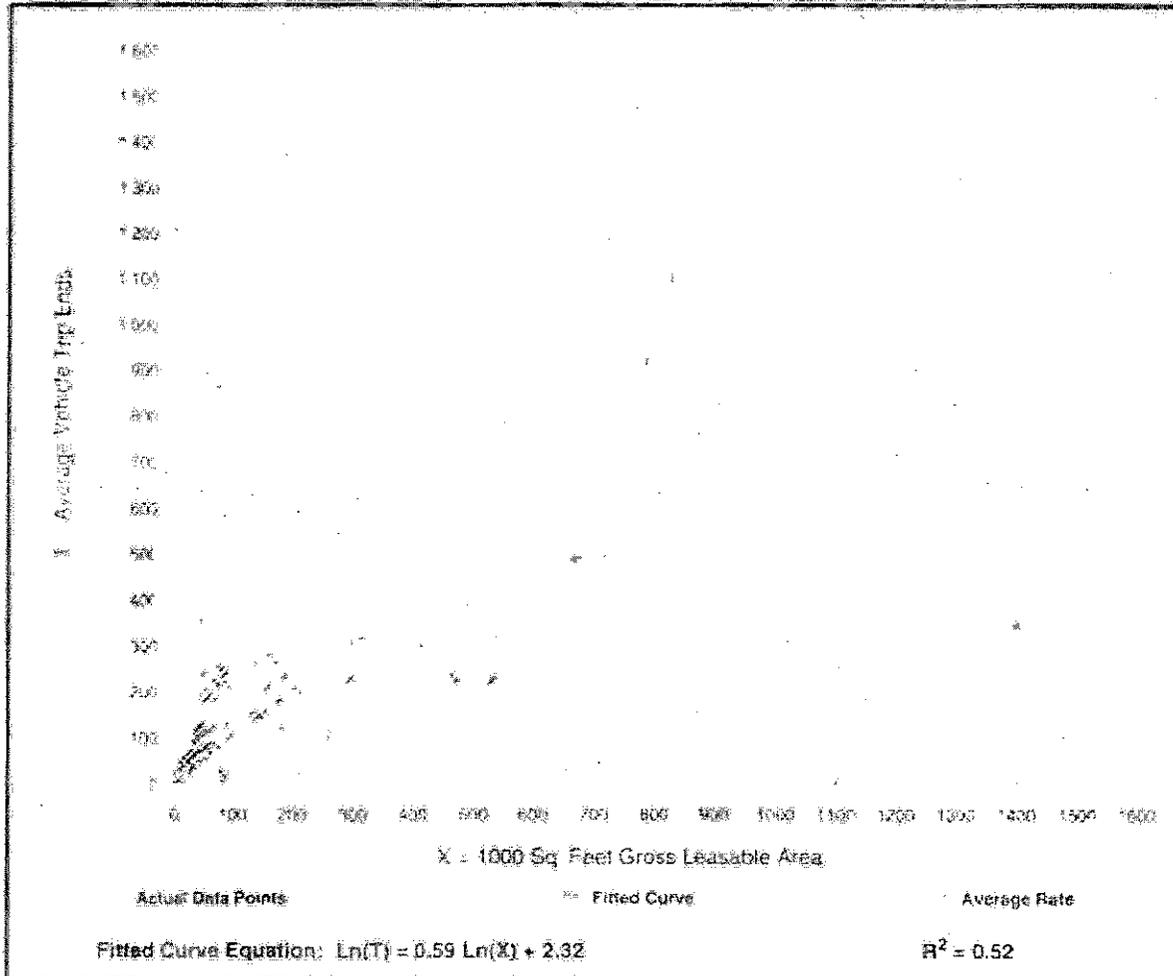
Average Vehicle Trip Ends vs: 1000 Sq. Feet Gross Leasable Area
 On a: Weekday,
 Peak Hour of Adjacent Street Traffic,
 One Hour Between 7 and 9 a.m.

Number of Studies: 101
 Average 1000 Sq. Feet GLA: 296
 Directional Distribution: 61% entering, 39% exiting

Trip Generation per 1000 Sq. Feet Gross Leasable Area

Average Rate	Range of Rates	Standard Deviation
1.00	0.10 - 9.05	1.38

Data Plot and Equation



Shopping Center (820)

Average Vehicle Trip Ends vs: 1000 Sq. Feet Gross Leasable Area
On a: Weekday,
Peak Hour of Adjacent Street Traffic,
One Hour Between 4 and 6 p.m.

Number of Studies: 412
Average 1000 Sq. Feet GLA: 379
Directional Distribution: 49% entering, 51% exiting

Trip Generation per 1000 Sq. Feet Gross Leasable Area

Average Rate	Range of Rates	Standard Deviation
3.73	0.68 - 29.27	2.74

Data Plot and Equation

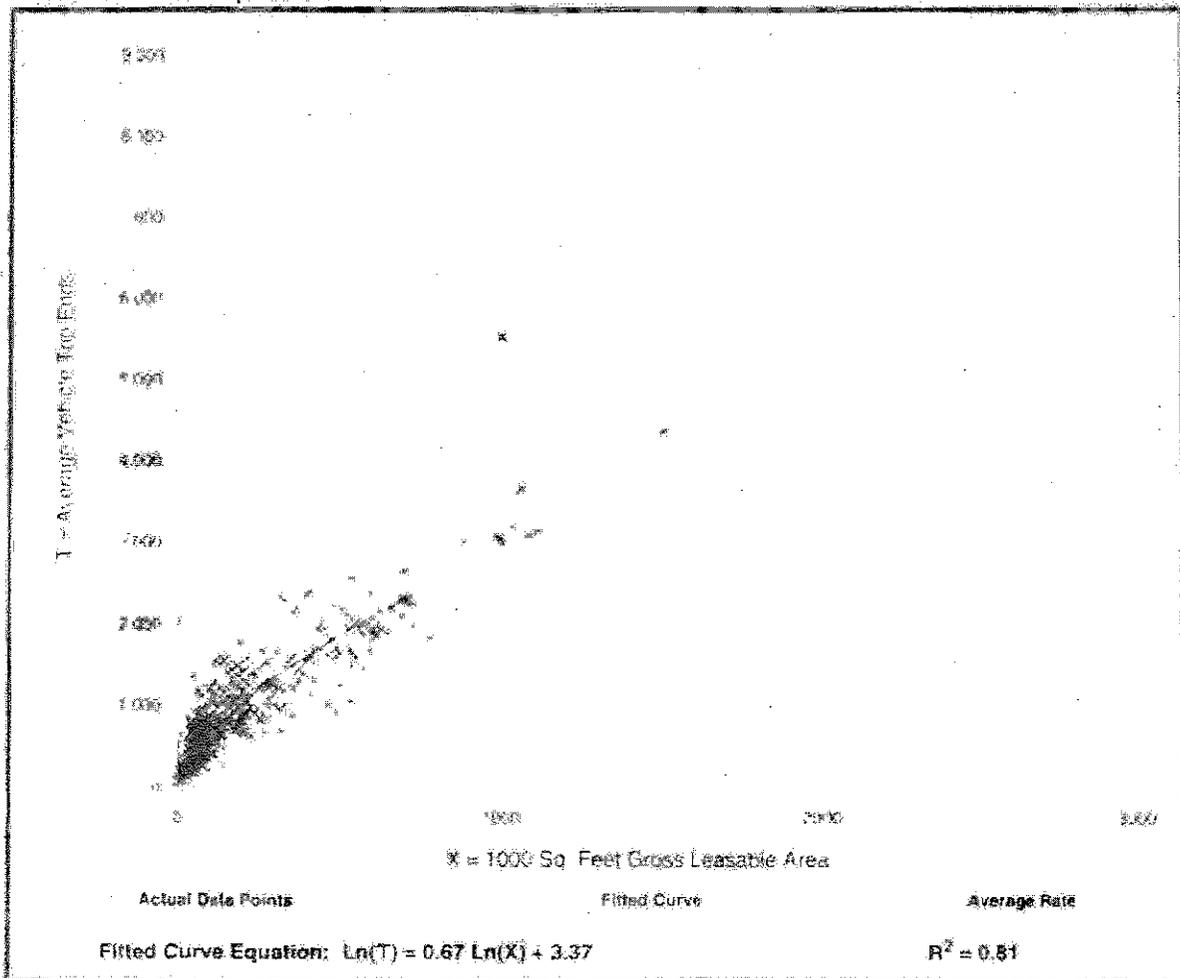
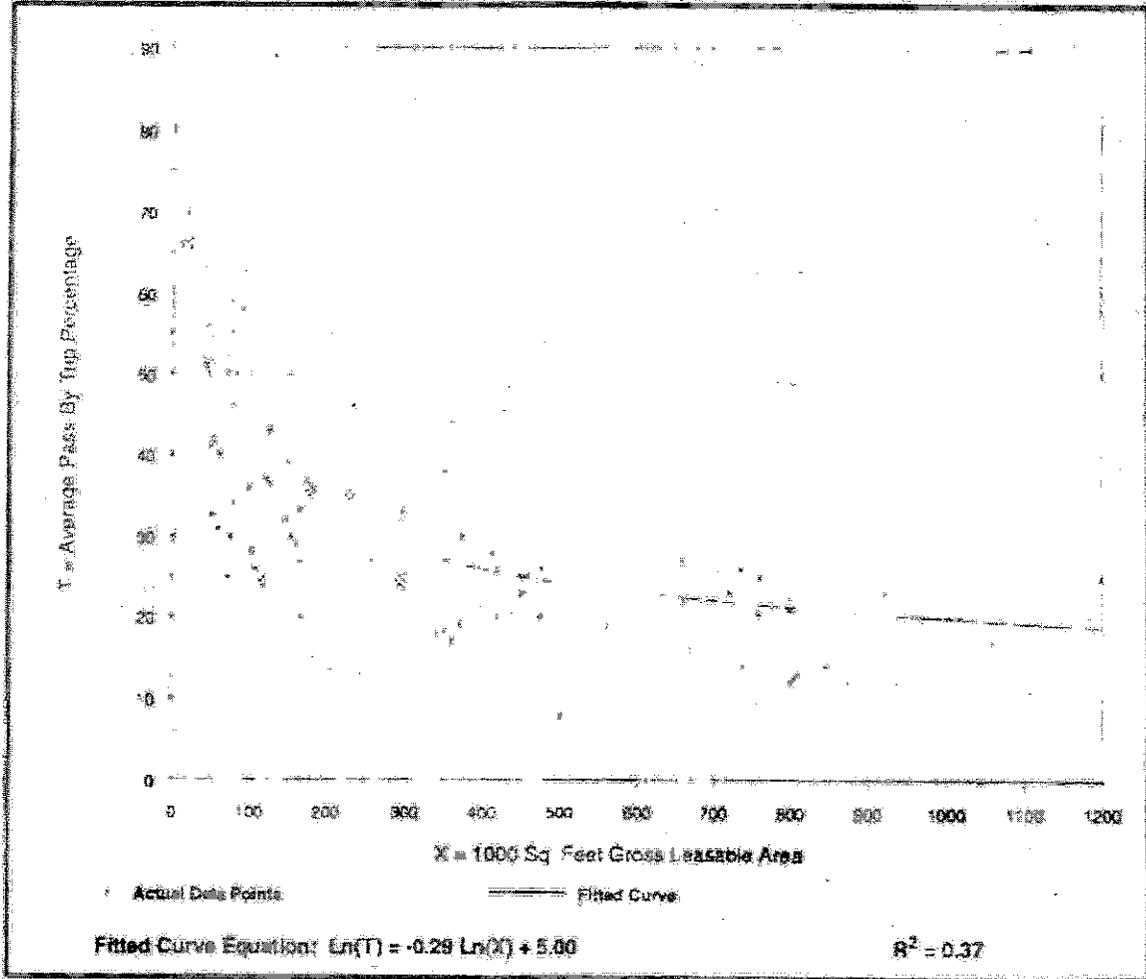


Figure 5.5 Shopping Center (820)

Average Pass-By Trip Percentage vs: 1,000 Sq. Feet Gross Leasable Area
On a: Weekday, p.m. Peak Period
Number of Studies: 100
Average 1,000 Sq. Feet GLA: 329

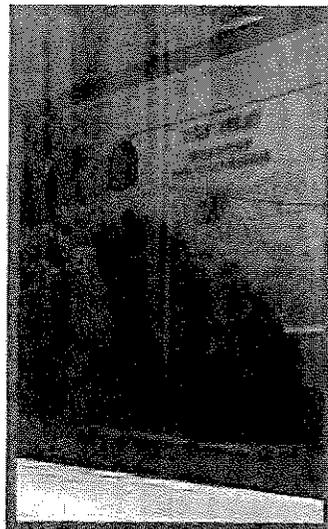
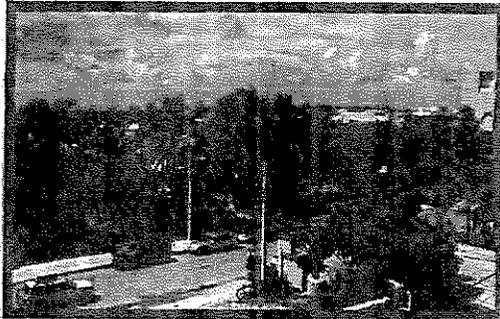
Data Plot



Conch Harbor Marina

Key West, Florida

parking study



prepared for:
Conch Harbor Retail Center, LLC

Traf Tech
ENGINEERING, INC.

September 2012

Conch Harbor Marina

951 Caroline Street

Key West, Florida

Parking Study

September 2012

Prepared for:

Conch Harbor Retail Center, LLC
951 Caroline Street
Key West, Florida 33040

Prepared by:

Traf Tech Engineering, Inc.
8400 N. University Drive, Suite 309
Tamarac, Florida 33321
Phone: (954) 560-7103
Fax: (954) 582-0989

September 17, 2012

Mr. Craig Hunt
Conch Harbor Marina and Retail Center
951 Caroline Street
Key West, Florida 33040

**Re: Conch Harbor Marina
Parking Study**

Dear Craig:

Traf Tech Engineering, Inc. is pleased to provide you with the results of the parking study undertaken for the proposed expansion of the Conch Harbor Marina located in the northwest corner of the intersection at Caroline Street and Grinnell Street in Key West, Monroe County, Florida. It has been a pleasure working with you and your staff on this project.

Please do not hesitate to contact me if you have any questions.

TRAF TECH ENGINEERING, INC.



Karl B. Peterson, P.E.
Senior Transportation Engineer

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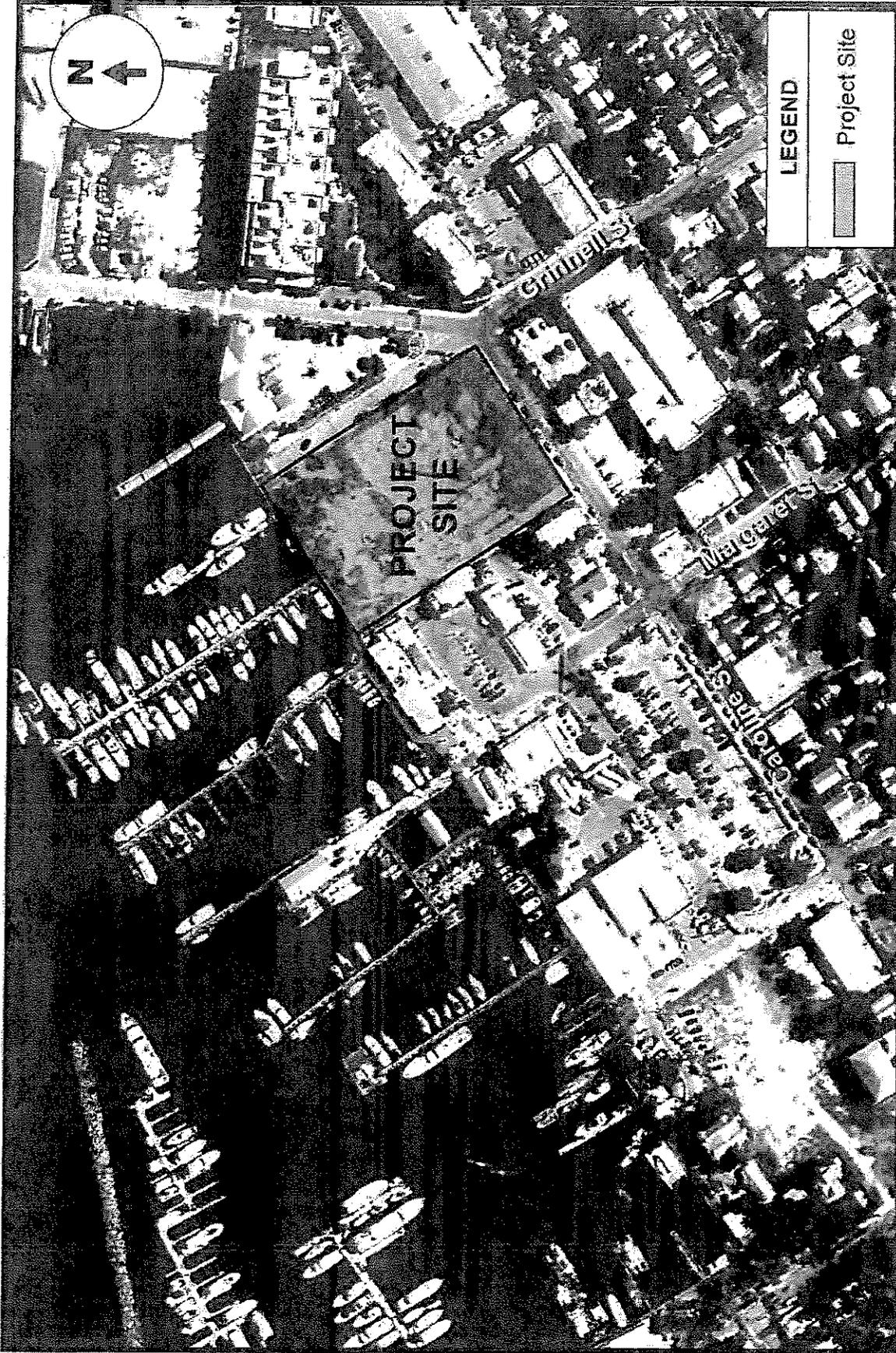
INTRODUCTION

The Conch Harbor Marina is an existing marina and commercial retail facility located in the northwest quadrant of the intersection of Caroline Street and Grinnell Street in the City of Key West, Monroe County, Florida. Figure 1 on the following page shows the location of the project site in relation to the surrounding roadway network.

The owner of this facility, Conch Harbor Retail Center, LLC, has proposed to expand the existing retail space at this location. Traf Tech Engineering, Inc. has been retained to prepare a parking study for the proposed retail expansion. This study addresses the supply of parking in the immediate area, parking demand (as measured in the field and adjusted for average peak season conditions), and parking availability that takes into consideration the proposed retail expansion.

This parking study is divided into five (5) sections, as listed below:

1. Inventory
2. Nearby Public Parking Spaces
3. Parking Counts
4. Parking Analysis
5. Conclusions and Recommendations



LEGEND	
	Project Site

FIGURE 1
 Conch Harbor Marina
 Key West, Florida

PROJECT LOCATION MAP

TrafTech
 ENGINEERING, INC.

INVENTORY

Existing Land Uses, Access and Parking

The existing Conch Harbor Marina site consists of the following land uses and intensities:

- 27,000 square feet of retail space (including restaurant, bar, and office uses)
- 40 slip boat marina
- 66 on-site parking spaces

Vehicular access to this marina / retail facility is provided by a circular driveway at the north end of Grinnell Street and another driveway that provides direct access to the parking garage under the retail portion of the development.

Proposed Land Uses, Access and Parking

The existing retail component on the subject site is proposed to be expanded by 13,500 square feet. Therefore, the total retail development at Conch Harbor Marina will be 40,500 square feet (i.e. 27,000 square feet plus 13,500 square feet). As part of this retail expansion, an additional five (5) parking spaces will be provided on-site. Other elements of this facility, such as the number of boat slips and the vehicular access points, will remain unchanged. For purposes of this parking study, the proposed retail expansion is anticipated to be completed and open for business by early 2014.

PARKING COUNTS

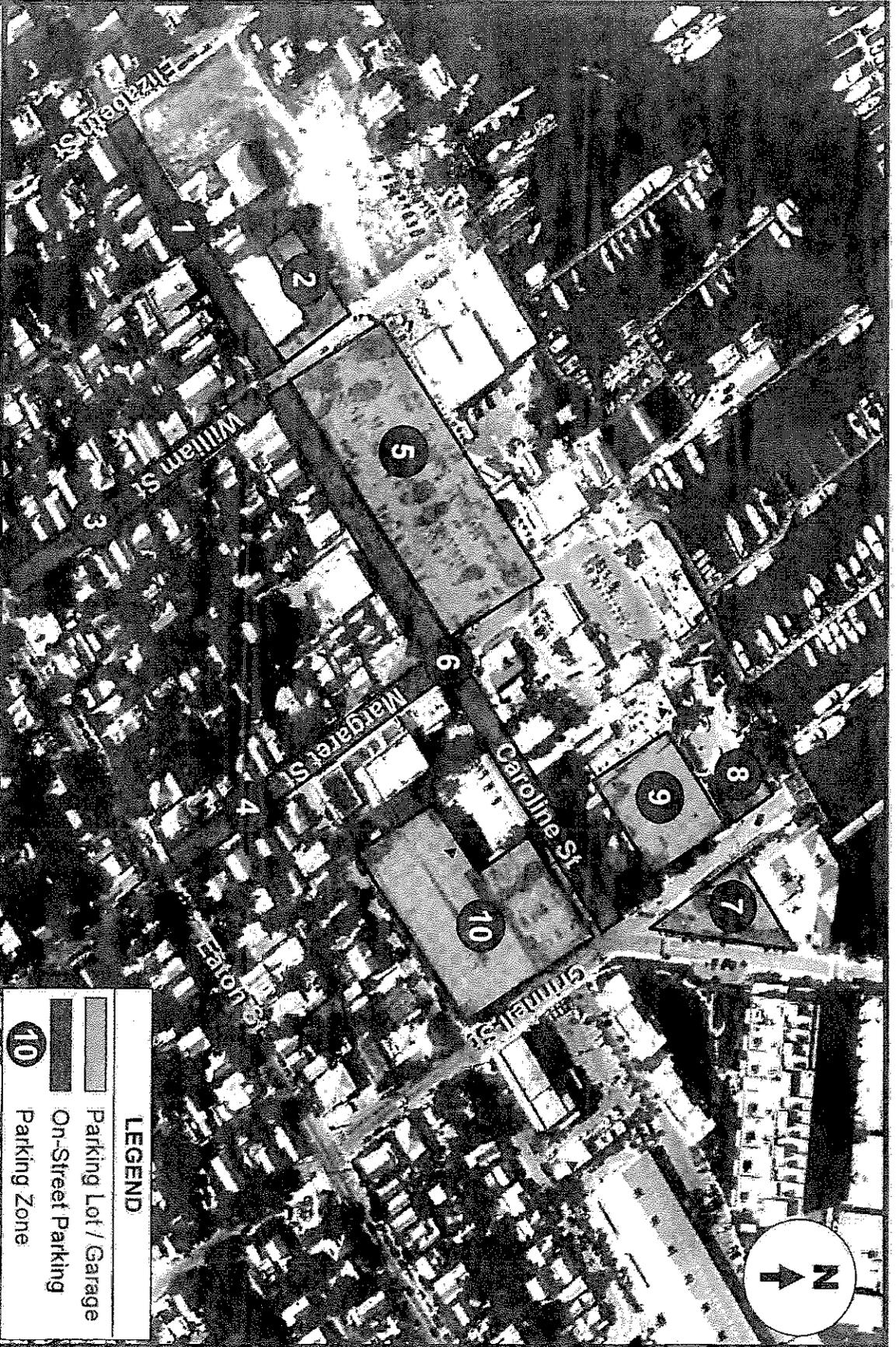
In order to establish a baseline for both parking supply and parking demand in the area of the Conch Harbor Marina, parking counts were performed by qualified transportation engineers. Prior to the actual parking counts, a review of the area was conducted and conversations were held with City staff relative to the parking areas that should be considered as part of this study. The study area was divided into ten (10) "parking zones" that are described briefly below and depicted graphically in Figure 2 on the following page.

1. Caroline Street (from William Street to Elizabeth Street): 12 parking spaces
2. West Marine Store: 19 parking spaces
3. William Street (from Caroline Street to Eaton Street): 31 parking spaces
4. Margaret Street (from Caroline Street to Eaton Street): 25 parking spaces
5. Key West Bight Parking Lots: 131 parking spaces (+ 10 handicap spaces)
6. Caroline Street (from William Street to Grinnell Street): 23 parking spaces
7. Ferry Parking Lot: 19 parking spaces
8. Conch Harbor Marina (traffic circle): 4 parking spaces
9. Conch Harbor Marina Parking Garage: 62 parking spaces (+ 4 handicap spaces)
10. Key West Old Town Garage: 248 public parking spaces (+ 6 handicap spaces)
(Note: For data collection purposes, this zone was subdivided into six (6) "sub-zones" defined generally by garage floors and ramps.)

The total number of existing public parking spaces (excluding handicap spaces) considered as part of this parking study is 574.

The parking counts were performed on Friday, July 13, 2012 from 3:00 PM to 8:00 PM and on Saturday, July 14, 2012 from 10:00 AM to 5:00 PM. The peak parking demand on Friday occurred between 5:30 PM and 6:00 PM with 330 occupied parking spaces (or, 57% occupancy of the available public parking spaces within the study area). The peak parking demand on Saturday occurred between 3:30 PM and 4:00 PM with 364 occupied parking spaces (or, 63% occupancy). The detailed parking data by parking zone and time of day is presented in Appendix A.

PARKING ZONES



LEGEND

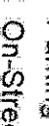
-  Parking Lot / Garage
-  On-Street Parking
-  Parking Zone

FIGURE 2

Conch Harbor Marina
Key West, Florida

PARKING ANALYSIS

This section of the report analyzes the parking data collected in the field, adjusts the data to reflect average peak season conditions, and estimates the demand associated with the expansion of the retail component of the Conch Harbor Marina as well as other nearby planned projects. The result of these analyses is an estimate of the projected average peak season parking demand as it relates to the available parking supply within the immediate area of the Conch Harbor Marina.

Average Peak Season Adjustment

Since the parking data for this analysis was collected during mid-July, it is necessary to adjust the parking counts to reflect the seasonality exhibited in the Florida Keys, especially in Key West. Traffic data utilized for analyses conducted in south Florida (including the Florida Keys) is typically adjusted to reflect "average peak season" conditions. This is accomplished by utilizing a multiplier that converts traffic related data collected during specific weeks of the year to average peak season conditions representing the average of the highest 13 weeks of the year.

The Florida Department of Transportation (FDOT) publishes peak season adjustment factors for each county in the State of Florida. For Monroe County, traffic related counts performed on July 13 and 14 can be adjusted to average peak season conditions by multiplying the values by 1.05. In other words, the data should be increased by 5% in order to reflect average peak season conditions for the study area.

Since these peak season adjustment factors are published for all of Monroe County, further, more localized analyses were performed. The FDOT maintains a permanent traffic count station on US 1 / Overseas Highway 200 feet east of Cow Key Bridge (Station 0165) near Key West. A detailed analysis of this traffic count location indicates that traffic in Key West should be adjusted by a factor of 1.11 (or +11%) in order to reflect average peak season conditions.

To further refine this peak season adjustment analysis, parking data for the Conch Harbor Marina parking garage and the City of Key West was reviewed. A review of the parking data for the Conch Harbor Marina parking garage indicates that parking data collected in the month of July should be adjusted by +6% in order to reflect average peak season conditions. While consistent with the countywide adjustment factors reported by FDOT, it is slightly lower than the adjustment factor derived from the data collected at the permanent count station on US 1.

The City of Key West provided access to the City's parking data for the purposes of this analysis. A review of the City's parking data for the past year (August 25, 2011 to August 22, 2012) indicates that parking demand during the week of July 12 – 18, 2012 should be adjusted by a factor of 1.11 (or, +11%) in order to represent average peak season demand for parking in Key West.

As a result of this analysis, it is evident that the parking data collected in mid-July of this year should be adjusted between +5% and +11% in order to reflect the average peak season conditions of Key West. In order to present a conservative analysis (or, worst-case scenario), the background parking demand will be increased by 11% to represent the demand exhibited during the average peak season conditions. The supporting data for this analysis is presented in Appendix B.

Conch Harbor Marina – Retail Vacancy

At the time of the parking data collection effort (July 13 and 14, 2012) approximately 3,755 square feet of the Conch Harbor Marina retail component were vacant. In order to account for the potential parking demand associated with this retail space, the number of parking spaces required by City Code was added to the overall parking demand. At one (1) parking space per 300 square feet of retail space, this yields a demand for 13 parking spaces.

Conch Harbor Marina – Proposed Retail Expansion

As mentioned previously, a 13,500 square foot expansion of the retail space at the Conch Harbor Marina is proposed. City Code requires one (1) parking space per 300 square feet of retail space and one parking space per 600 feet of warehouse / storage area. Based upon the configuration of the proposed retail facility (12,192 square feet of retail space and 1,308 square feet of warehouse / storage area), 44 parking spaces will be required. As part of the proposed expansion, five (5) additional parking spaces will be created immediately adjacent to the building.

Other Nearby Planned Projects

There are two planned projects in the immediate area of the Conch Harbor Marina. One project involves the development of a 96-unit hotel complex at 223 Elizabeth Street which is the site of the former Jabour's Campground and Trailer Court. The parking requirements for this development will be satisfied with 63 on-site parking spaces and 26 off-site parking spaces which will be leased in the Key West Bight parking lot. These 26 off-site parking spaces must be considered with respect to the future demand in the area as it relates to this parking study.

The other project involves the development of a restaurant / brewery to be located at 201 William Street in the former Waterfront Market warehouse building. This building is located within the historic commercial pedestrian oriented area and no new floor area is proposed. As such, no new parking spaces are required as a result of this redevelopment project.

Projected Peak Parking Demand

Table 1 on the following page presents the projected peak parking demand within the immediate area of the Conch Harbor Marina. This projection is based upon actual field parking counts, adjustments for average peak season conditions, and adjustments for existing retail vacancies and planned projects in the study area.

Parking Zone	Number of Available Parking Spaces	Time Intervals (Number of Parked Vehicles)			
		Friday (Peak Hour)		Saturday (Peak Hour)	
		5:30 PM to 6:00 PM	6:00 PM to 6:30 PM	3:30 PM to 4:00 PM	4:00 PM to 4:30 PM
1	12	12	13	13	11
2	19	13	13	8	9
3	31	30	29	32	30
4	25	22	24	23	23
5	131	108	106	127	116
6	23	22	22	17	16
7	19	0	1	5	4
8	4	2	2	1	1
9	62	29	31	27	29
10 - Level 1	24	21	18	21	23
10 - Level 2	48	38	35	47	46
10 - Level 3	46	9	9	17	17
10 - Level 4	48	16	16	17	18
10 - Level 5	34	0	0	0	0
10 - Level 6	48	8	8	9	9
Proposed Parking Spaces	5	N/A	N/A	N/A	N/A
Total	579	330	327	364	352
<i>Seasonal Adjustment (x 1.11)</i>		366	363	404	391
Parking Spaces Required for:					
- Conch Harbor Vacancy (3,755 SF as of 7/17/12)		13	13	13	13
- Proposed Conch Harbor Expansion (13,500 SF)		44	44	44	44
- Planned Hotel at 223 Elizabeth Street		26	26	26	26
Total Peak Demand		449	446	487	474
Available Spaces		130	133	92	105

Source: Traf Tech Engineering, Inc., September 2012.

As indicated in Table 1 above, the total average peak season parking demand within the immediate area of the Conch Harbor Marina is projected to range from 449 occupied parking spaces during the peak hour (5:30 PM to 6:30 PM) on Fridays to 487 occupied parking spaces during the peak hour (3:30 PM to 4:30 PM) on Saturdays. During these peak time periods (when accounting for seasonal variations and projected parking demand associated with planned development), the total number of available parking spaces is estimated to be no less than 92.

CONCLUSIONS AND RECOMMENDATIONS

The Conch Harbor Marina is an existing marina and commercial retail facility located in the northwest quadrant of the intersection of Caroline Street and Grinnell Street in the City of Key West, Monroe County, Florida. The owner of the marina, Conch Harbor Retail Center, LLC, has proposed to construct an additional 13,500 square feet of retail space at this location.

In order to establish a baseline for both parking supply and parking demand in the area of the Conch Harbor Marina, parking counts were performed by qualified transportation engineers. The parking counts were performed on Friday, July 13, 2012 from 3:00 PM to 8:00 PM and on Saturday, July 14, 2012 from 10:00 AM to 5:00 PM. The peak parking demand on Friday occurred between 5:30 PM and 6:00 PM with 330 occupied parking spaces (or, 57% occupied). The peak parking demand on Saturday occurred between 3:30 PM and 4:00 PM with 364 occupied parking spaces (or, 63% occupied).

Adjustments to the field parking counts were made in order to reflect average peak season conditions as well as for current retail vacancies at the Conch Harbor Marina, the proposed retail expansion of the Conch Harbor Marina, and other planned projects in the study area. During the peak time periods (Fridays between 5:30 PM and 6:30 PM and Saturdays between 3:30 PM and 4:30 PM), the total number of available parking spaces is estimated to be no less than 92. Given that this demand includes the parking required by Code for the proposed retail expansion of the Conch Harbor Marina, it is evident that the existing parking supply in the Key West Bight area is sufficient to meet the anticipated average peak season parking demand.

In other words, the existing parking supply at the Conch Harbor Marina parking garage, the new proposed five (5) parking spaces, and the nearby (within walking distance) public parking spaces are sufficient to comfortably accommodate the future parking demand of the study area during average peak season conditions.

Appendix A

Parking Data



8400 N. University Drive
Suite 309
Tamarac, Florida 33321
(954) 582-0988

Project: Conch Harbor Marina
Analyst: KBP / JEV
Project No.: 16-589
Day: Friday
Time Period: 3:00 PM to 8:00 PM

Parking Zone	Number of Available Spaces	Time Intervals (Number of Parked Vehicles)																			
		3:00 PM to 3:30 PM		3:30 PM to 4:00 PM		4:00 PM to 4:30 PM		4:30 PM to 5:00 PM		5:00 PM to 5:30 PM		5:30 PM to 6:00 PM		6:00 PM to 6:30 PM		6:30 PM to 7:00 PM		7:00 PM to 7:30 PM		7:30 PM to 8:00 PM	
		3:00 PM	3:30 PM	3:30 PM	4:00 PM	4:00 PM	4:30 PM	4:30 PM	5:00 PM	5:00 PM	5:30 PM	5:30 PM	6:00 PM	6:00 PM	6:30 PM	6:30 PM	7:00 PM	7:00 PM	7:30 PM	7:30 PM	8:00 PM
1	12	12	12	12	13	11	11	11	11	11	11	12	12	13	13	13	13	12	12	15	15
2	19	9	8	11	11	12	12	15	15	13	13	13	13	13	11	11	11	11	11	11	11
3	31	33	32	29	31	31	31	28	28	30	29	29	29	27	27	27	27	29	29	29	29
4	25	24	23	24	24	24	24	22	22	22	24	22	22	21	21	21	21	22	22	26	26
5	131	92	91	90	95	104	95	104	104	108	106	106	106	106	106	106	106	109	109	112	112
6	23	6	7	14	16	17	16	17	17	22	22	22	22	22	22	22	22	23	23	26	26
7	19	2	3	4	4	2	4	2	2	0	1	1	1	2	2	2	2	1	1	0	0
8	4	3	3	1	1	1	1	1	1	2	2	2	2	1	1	1	1	1	1	1	1
9	62	32	31	32	29	29	29	29	29	29	31	31	31	24	24	24	22	22	20	20	20
10-1	24	19	20	22	21	22	21	22	22	21	18	18	18	20	20	19	19	19	21	21	21
10-2	48	42	42	44	43	40	43	40	40	38	35	35	35	35	35	37	37	37	34	34	34
10-3	46	7	6	6	6	8	6	8	8	9	9	9	9	8	8	8	8	8	8	8	8
10-4	48	16	16	15	15	15	15	15	15	16	16	16	16	16	16	16	16	16	16	16	16
10-5	34	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
10-6	48	9	9	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8
Total	574	306	303	313	316	322	322	330	330	327	327	314	318	327	318	318	327	327	327	327	327

Traf Tech
ENGINEERING, INC.

8400 N. University Drive
Suite 308
Tamarac, Florida 33321
(954) 582-0988

Project: Conch Harbor Marina
Analyst: KBP
Project No.: 16-589
Date: Saturday, July 14, 2012
Time Period: 10:00 AM to 5:00 PM

Parking Zone	Number of Available Spaces	Time Intervals												
		Number of Parked Vehicles												
		10:00 AM to 10:30 AM	10:30 AM to 11:00 AM	11:00 AM to 11:30 AM	11:30 AM to 12:00 PM	12:00 PM to 12:30 PM	12:30 PM to 1:00 PM	1:00 PM to 1:30 PM	1:30 PM to 2:00 PM	2:00 PM to 2:30 PM	2:30 PM to 3:00 PM	3:00 PM to 3:30 PM	3:30 PM to 4:00 PM	4:00 PM to 4:30 PM
1	12	13	14	14	14	13	14	15	15	14	14	13	11	11
2	19	12	12	13	7	8	9	11	10	12	8	8	0	8
3	31	29	30	30	31	31	38	29	31	30	29	32	30	32
4	26	24	23	24	23	24	25	21	21	21	21	23	23	25
5	131	71	85	97	105	124	116	115	110	108	122	127	118	105
6	23	16	15	15	15	21	17	18	19	22	16	17	16	20
7	19	0	0	1	0	1	2	2	1	2	2	5	4	4
8	4	1	2	1	1	2	2	2	2	2	1	1	1	1
9	62	23	21	22	23	23	22	23	23	25	25	27	29	30
10-1	24	22	19	18	20	23	25	25	24	24	22	21	23	24
10-2	48	38	41	40	41	41	43	44	46	45	46	47	46	47
10-3	45	8	5	6	7	7	7	8	10	12	17	17	17	17
10-4	48	15	15	15	15	15	15	15	16	16	18	17	18	18
10-5	34	0	0	0	0	0	0	0	0	0	0	0	0	0
10-6	43	9	9	9	9	9	9	9	9	9	9	9	9	9
Total	674	282	292	304	308	315	338	337	343	348	364	362	351	351

Exhibit A

Appendix B

Peak Season Adjustment Analysis

Exhibit A

2011 PEAK SEASON FACTOR CATEGORY REPORT - REPORT TYPE: ALL
 CATEGORY: 9000 MONROE COUNTYWIDE

WEEK	DATES	SF	MOCF: 0.91 PSCF
1	01/01/2011 - 01/01/2011	1.01	1.10
2	01/02/2011 - 01/08/2011	1.01	1.10
3	01/09/2011 - 01/15/2011	1.00	1.09
4	01/16/2011 - 01/22/2011	0.98	1.07
5	01/23/2011 - 01/29/2011	0.96	1.05
* 6	01/30/2011 - 02/05/2011	0.94	1.03
* 7	02/06/2011 - 02/12/2011	0.93	1.02
* 8	02/13/2011 - 02/19/2011	0.91	0.99
* 9	02/20/2011 - 02/26/2011	0.90	0.98
*10	02/27/2011 - 03/05/2011	0.89	0.97
*11	03/06/2011 - 03/12/2011	0.88	0.96
*12	03/13/2011 - 03/19/2011	0.87	0.95
*13	03/20/2011 - 03/26/2011	0.89	0.97
*14	03/27/2011 - 04/02/2011	0.91	0.99
*15	04/03/2011 - 04/09/2011	0.92	1.01
*16	04/10/2011 - 04/16/2011	0.94	1.03
*17	04/17/2011 - 04/23/2011	0.95	1.04
*18	04/24/2011 - 04/30/2011	0.96	1.05
19	05/01/2011 - 05/07/2011	0.97	1.06
20	05/08/2011 - 05/14/2011	0.98	1.07
21	05/15/2011 - 05/21/2011	0.99	1.08
22	05/22/2011 - 05/28/2011	1.00	1.09
23	05/29/2011 - 06/04/2011	1.00	1.09
24	06/05/2011 - 06/11/2011	1.01	1.10
25	06/12/2011 - 06/18/2011	1.01	1.10
26	06/19/2011 - 06/25/2011	1.00	1.09
27	06/26/2011 - 07/02/2011	0.99	1.08
28	07/03/2011 - 07/09/2011	0.98	1.07
29	07/10/2011 - 07/16/2011	0.96	1.05
30	07/17/2011 - 07/23/2011	0.98	1.07
31	07/24/2011 - 07/30/2011	1.00	1.09
32	07/31/2011 - 08/06/2011	1.01	1.10
33	08/07/2011 - 08/13/2011	1.03	1.13
34	08/14/2011 - 08/20/2011	1.05	1.15
35	08/21/2011 - 08/27/2011	1.07	1.17
36	08/28/2011 - 09/03/2011	1.10	1.20
37	09/04/2011 - 09/10/2011	1.12	1.22
38	09/11/2011 - 09/17/2011	1.15	1.26
39	09/18/2011 - 09/24/2011	1.15	1.26
40	09/25/2011 - 10/01/2011	1.14	1.25
41	10/02/2011 - 10/08/2011	1.14	1.25
42	10/09/2011 - 10/15/2011	1.13	1.24
43	10/16/2011 - 10/22/2011	1.12	1.22
44	10/23/2011 - 10/29/2011	1.10	1.20
45	10/30/2011 - 11/05/2011	1.08	1.18
46	11/06/2011 - 11/12/2011	1.06	1.16
47	11/13/2011 - 11/19/2011	1.05	1.15
48	11/20/2011 - 11/26/2011	1.04	1.14
49	11/27/2011 - 12/03/2011	1.03	1.13
50	12/04/2011 - 12/10/2011	1.02	1.12
51	12/11/2011 - 12/17/2011	1.01	1.10
52	12/18/2011 - 12/24/2011	1.01	1.10
53	12/25/2011 - 12/31/2011	1.00	1.09

* PEAK SEASON

14-FEB-2012 14:42:38

830UPD [1.0.0.1] 6_9000_PRSEASON.TXT

Exhibit A

FDOT Permanent Count Station
Station 0165
200 Feet East of Cow Key Bridge
YEAR: 2011

Weekly Traffic	Sorted	Highest 13 wks	Week	PSF
1 261057	292993	292993	1	1.07
2 259454	287950	287950	2	1.07
3 257307	286070	286070	3	1.08
4 260843	284792	284792	4	1.07
5 268562 *	284279	284279	5	1.04
6 272267 *	279616	279616	6	1.02
7 287950 *	276991	276991	7	0.97
8 284792 *	273437	273437	8	0.98
9 286070 *	272267	272267	9	0.97
10 292993 *	271027	271027	10	0.95
11 284279 *	270513	270513	11	0.98
12 279616 *	268562	268562	12	0.99
13 276991 *	268121	268121	13	1.00
14 271027 *	264069	264069	14	1.03
15 268121 *	262628		15	1.04
16 273437 *	261057		16	1.02
17 264069	260843		17	1.05
18 256737	259949		18	1.08
19 255071	259454		19	1.09
20 253896	259411		20	1.10
21 253489	259266		21	1.10
22 249274	257307		22	1.12
23 252526	256976		23	1.10
24 250704	256737		24	1.11
25 250133	255071		25	1.11
26 250841	253896		26	1.11
27 243112	253489		27	1.14
28 250218	252526		28	1.11
29 250241	250842		29	1.11
30 262628	250841		30	1.06
31 250267	250704		31	1.11
32 256976	250267		32	1.08
33 248373	250241		33	1.12
34 234634	250218		34	1.19
35 233619	250133		35	1.19
36 228739	249274		36	1.22
37 236721	248373		37	1.18
38 232580	248272		38	1.20
39 230234	248243		39	1.21
40 233194	247201		40	1.19
41 231053	243112		41	1.20
42 224910	236721		42	1.24
43 210286	234634		43	1.32
44 259949	233619		44	1.07
45 259266	233194		45	1.07
46 250842	232580		46	1.11
47 232040	232040		47	1.20
48 248272	231053		48	1.12
49 248243	230234		49	1.12
50 247201	228739		50	1.13
51 259411	224910		51	1.07
52 270513 *	210286		52	1.03
		Total: 3616618		
		Avg: 278201.4		

Exhibit A

Conch Harbor Marina Parking Garage

Year	Month	Revenue	Sort	Highest 3 Mo.	Monthly Adjustment
2010	October	\$3,078.35	\$6,021.60	\$6,021.60	October 1.88
	November	\$5,895.96 *	\$5,895.96	\$5,895.96	November 0.98
	December	\$4,016.34	\$5,488.81	\$5,488.81	December 1.44
2011	January	\$6,021.60 *	\$4,998.78	\$17,406.37	January 0.96
	February	\$3,859.28	\$4,466.71		February 1.50
	March	\$2,695.47	\$4,130.89	\$5,802.12	March 2.15
	April	\$3,646.63	\$4,016.34		April 1.59
	May	\$4,998.78	\$3,859.28		May 1.16
	June	\$3,800.96	\$3,800.96		June 1.53
	July	\$5,488.81 *	\$3,646.63		July 1.06
	August	\$4,466.71	\$3,078.35		August 1.30
	September	\$4,130.89	\$2,695.47		September 1.40

Exhibit A

City of Key West, FL
Parking Revenue

Week		Key West - All		Sorted	Highest 13 wks	Week	PSF	
2011	1	25-Aug	31-Aug	\$41,340	100,225	100,225	1	2.16
	2	1-Sep	7-Sep	59,304	97,185	97,185	2	1.51
	3	8-Sep	14-Sep	41,619	96,177	96,177	3	2.15
	4	15-Sep	21-Sep	45,875	95,165	95,165	4	1.95
	5	22-Sep	28-Sep	44,073	91,404	91,404	5	2.03
	6	29-Sep	5-Oct	47,064	87,788	87,788	6	1.90
	7	6-Oct	12-Oct	49,869	86,201	86,201	7	1.79
	8	13-Oct	19-Oct	42,878	86,065	86,065	8	2.09
	9	20-Oct	26-Oct	63,305	85,986	85,986	9	1.41
	10	27-Oct	2-Nov	62,818	85,852	85,852	10	1.42
	11	9-Nov	9-Nov	64,136	83,880	83,880	11	1.39
	12	10-Nov	16-Nov	71,071	83,444	83,444	12	1.26
	13	17-Nov	23-Nov	59,204	83,364	83,364	13	1.51
	14	24-Nov	30-Nov	61,763	83,239	83,239	14	1.45
	15	1-Dec	7-Dec	44,786	82,881	82,881	15	2.00
	16	8-Dec	14-Dec	45,180	82,777	82,777	16	1.98
	17	15-Dec	21-Dec	53,431	81,617	81,617	17	1.67
	18	22-Dec	28-Dec	80,721	80,721	80,721	18	1.11
2012	19	29-Dec	4-Jan	100,225	80,580	80,580	19	0.89
	20	5-Jan	11-Jan	61,677	78,718	78,718	20	1.45
	21	12-Jan	18-Jan	69,960	74,625	74,625	21	1.28
	22	19-Jan	25-Jan	66,892	73,734	73,734	22	1.34
	23	26-Jan	1-Feb	65,120	73,096	73,096	23	1.37
	24	2-Feb	8-Feb	67,960	71,071	71,071	24	1.32
	25	9-Feb	15-Feb	82,881	69,960	69,960	25	1.08
	26	16-Feb	22-Feb	97,185	69,797	69,797	26	0.92
	27	23-Feb	29-Feb	85,852	69,085	69,085	27	1.04
	28	4-Mar	7-Mar	91,404	68,157	68,157	28	0.98
	29	8-Mar	14-Mar	95,165	67,960	67,960	29	0.94
	30	15-Mar	21-Mar	96,177	66,892	66,892	30	0.93
	31	22-Mar	28-Mar	86,201	65,401	65,401	31	1.04
	32	29-Mar	4-Apr	85,986	65,339	65,339	32	1.04
	33	5-Apr	11-Apr	87,788	65,120	65,120	33	1.02
	34	12-Apr	18-Apr	74,625	64,136	64,136	34	1.20
	35	19-Apr	25-Apr	69,085	63,460	63,460	35	1.29
	36	26-Apr	2-May	65,401	63,305	63,305	36	1.37
	37	3-May	9-May	69,797	63,139	63,139	37	1.28
	38	10-May	16-May	63,460	62,818	62,818	38	1.41
	39	17-May	23-May	68,157	61,763	61,763	39	1.31
	40	24-May	30-May	82,777	61,677	61,677	40	1.08
	41	31-May	6-Jun	63,139	59,304	59,304	41	1.42
	42	7-Jun	13-Jun	73,734	59,204	59,204	42	1.21
	43	14-Jun	20-Jun	78,718	53,431	53,431	43	1.14
	44	21-Jun	27-Jun	73,096	49,869	49,869	44	1.22
	45	28-Jun	4-Jul	83,364	47,064	47,064	45	1.07
	46	5-Jul	11-Jul	86,065	45,875	45,875	46	1.04
	47	12-Jul	18-Jul	80,580	45,180	45,180	47	1.11
	48	19-Jul	25-Jul	83,444	44,786	44,786	48	1.07
	49	26-Jul	1-Aug	83,880	44,073	44,073	49	1.07
	50	2-Aug	8-Aug	83,239	42,878	42,878	50	1.07
	51	9-Aug	15-Aug	81,617	41,619	41,619	51	1.10
	52	16-Aug	22-Aug	65,339	41,340	41,340	52	1.37
					Total:	1,162,736		
					Averages:	89,441		

Exhibit B

Conch Harbor Parking Worksheet	Code Required		On Property				City Operated Old Town Garage		
	Auto	Bicycle / Scooter	Auto	Auto Handicap	Bicycle / Scooter	Auto Equivalent	Needed Per Code	Parking Agreement	
Existing Conch Harbor	110	27.5	61	5	61	8.4	35.6		
Proposed West Marine	44	11	7	1	62	12.8	23.3		
Parking Waiver Zone	-10						-10.0		
Total	144	38.5	68	6	123	21.1	48.9		
								Per Month	
								Per Year	
								Total	
						Reservation Agreement	39.0	44.17	530.00
						Park & Ride Monthly	10.0	107.25	1287.00
							49.0		Total
									33540

Exhibit I

Department of Health Permit #150092-007-wc/04



Jeb Bush
Governor

M. Rony François, M.D., M.S.P.H., Ph.D.
Secretary

Lillian Rivera, RN, MSN, Administrator

PERMITTEE:

Florida Keys Aqueduct Authority (FKAA)
C/o Ray M. Shimokubo
PO BOX 1239, Kennedy Drive
Key West, Florida 33041-1239

PERMIT No: 130092-007-WC/04
DATE OF ISSUE: November 14, 2006
EXPIRATION DATE: November 13, 2011
COUNTY: MIAMI-DADE COUNTY
LAT./LONG.: 25°26'25" N / 80°30'33" W
SECTION/TOWNSHIP/RANGE:
PROJECT: Reverse Osmosis (RO) Expansion
Facility, 6.0 MGD Permeate production with
blending options at FKAA, J.Robert Dean WTP
Florida City, Dade County

This permit is issued under the provisions of Chapter 403, Florida Statutes, and Florida Administrative Code Rule 62-4, 62-550, 62-555 & 62-560. The above named permittee is hereby authorized to perform the work shown on the application, technical specifications approved drawing(s), plans, and other documents attached hereto or on file with the Department and made a part hereof and specifically described as follows:

TO CONSTRUCT: A Reverse Osmosis, (RO) treatment facility with a permeate capacity of up to 6 Million Gallons per Day, (MGD) produced from Phase I, consisting of three (3) 1.5 MGD trains or Phase II, consisting of an additional 1.5 MGD or four (4) 1.5 MGD trains. The RO facility will be fully integrated with the existing lime softening plant. There will be the option of bypassing a limited amount of pretreated Floridan aquifer water and blending it with RO permeate thus adding alkalinity to the product water and increasing the overall plant "net" recovery. The RO system product water (degasified permeate/blended permeate) will be combined (blended) with existing lime softening plant product and a limited amount of cartridge-filtered Biscayne Aquifer RO bypass water. The blended product water will receive chemical addition and be transferred to existing finished water storage facilities and pumped to distribution with existing high service pumps. The water treatment plant construction permit application is for 6 MGD RO permeate capacity plus up to 3 MGD cartridge filtered Biscayne Aquifer blend flow and up to 0.376 MGD (400 gpm) pretreated Floridan Aquifer feed water bypass (which blends with RO permeate), and up to 0.7 MGD Floridan Aquifer water which blends with the existing lime softening facility influent Biscayne Aquifer water. The full operation of all the above described facility units could raise the Possible Facility Output Capacity to greater than 23.8 MGD existing permissible, plus 6.0 MGD covered under this permit application.
No other facilities or new wells are part of this permit.

TO SERVE: The Florida Keys Water Distribution System, Monroe County, Florida.



Samir Elmir, M.S., P.E., DEE, Division Director
Miami-Dade County Health Department
Environmental Health and Engineering
1725 N. W. 167th Street, Miami, Florida 33056
Tel: (305) 623-3300 Fax: (305) 623-3302
Email: Samir_elmir@doh.state.fl.us
Website: www.dadehealth.org

"A"

PERMIT NO: 150092-007-WC/04

PERMIT ISSUE DATE: November 14, 2006

GENERAL CONDITIONS:

1. The terms, conditions, requirements, limitations and restrictions set forth in this permit, are "permit conditions" and are binding and enforceable pursuant to Sections 403.141, 403.727, or 403.859 through 403.861, F.S. The permittee is placed on notice that the Department will review this permit periodically and may initiate enforcement action for any violation of these conditions.
2. This permit is valid only for the specific processes and operations applied for and indicated in the approved drawings or exhibits. Any unauthorized deviation from the approved drawings, exhibits, specifications, or conditions of this permit may constitute grounds for revocation and enforcement action by the Department.
3. As provided in subsections 403.087(6) and 403.722(5), F.S., the issuance of this permit does not convey any vested rights or any exclusive privileges. Neither does it authorize any injury to public or private property or any invasion of personal rights, nor any infringement of federal, state, or local laws or regulations. This permit is not a waiver of or approval of any other Department permit that may be required for other aspects of the total project which are not addressed in this permit.
4. This permit conveys no title to land or water, does not constitute State recognition or acknowledgment of title, and does not constitute authority for the use of submerged lands unless herein provided and the necessary title or leasehold interests have been obtained from the State. Only the Trustees of the Internal Improvement Trust Fund may express State opinion as to title.
5. This permit does not relieve the permittee from liability for harm or injury to human health or welfare, animal, or plant life, or property caused by the construction or operation of this permitted source, or from penalties therefore; nor does it allow the permittee to cause pollution in contravention of Florida Statutes and Department rules, unless specifically authorized by an order from the Department.
6. The permittee shall properly operate and maintain the facility and systems of treatment and control (and related appurtenances) that are installed and used by the permittee to achieve compliance with the conditions of this permit, are required by Department rules. This provision includes the operation of backup or auxiliary facilities or similar systems when necessary to achieve compliance with the conditions of the permit and when required by Department rules.
7. The permittee, by accepting this permit, specifically agrees to allow authorized Department personnel, upon presentation of credentials or other documents as may be required by law and at reasonable times, access to the premises where the permitted activity is located or conducted to:
 - (a) Have access to and copy any records that must be kept under conditions of the permit;
 - (b) Inspect the facility, equipment, practices, or operations regulated or required under this permit; and

PERMIT NO: 150092-007-WC/04

PERMIT ISSUE DATE: November 14, 2006

- (c) Sample or monitor any substances or parameters at any location reasonably necessary to assure compliance with this permit or Department rules.

Reasonable time may depend on the nature of the concern being investigated.

8. If, for any reason, the permittee does not comply with or will be unable to comply with any condition or limitation specified in this permit, the permittee shall immediately provide the Department with the following information:

- (a) A description of and cause of noncompliance; and
- (b) The period of noncompliance, including dates and times; or, if not corrected, the anticipated time the noncompliance is expected to continue, and steps being taken to reduce, eliminate, and prevent recurrence if the noncompliance. The permittee shall be responsible for any and all damages which may result and may be subject to enforcement action by the Department for penalties or for revocation of this permit.

9. In accepting this permit, the permittee understands and agrees that all records, notes, monitoring data and other information relating to the construction or operation of this permitted source which are submitted to the Department may be used by the Department as evidence in any enforcement case involving the permitted source arising under the Florida Statutes or Department rules, except where such use is prescribed by Section 403.111 and 403.73, F.S. Such evidence shall only be used to the extent it is consistent with the Florida Rules of Civil Procedure and appropriate evidentiary rules.

10. The permittee agrees to comply with changes in Department rules and Florida Statutes after a reasonable time for compliance; provided, however, the permittee does not waive any other rights granted by Florida Statutes or Department rules.

11. This permit is transferable only upon Department approval in accordance with Rule 62-4.120 and 62-30.300, F.A.C., as applicable. The permittee shall be liable for any non-compliance of the permitted activity until the transfer is approved by the Department.

12. This permit or a copy thereof shall be kept at the work site of the permitted activity.

13. This permit also constitutes:

- Determination of Best Available Control Technology (BACT)
- Determination of Prevention of Significant Deterioration (PSD)
- Certification of compliance with state Water Quality Standards (Section 401, PL 92-500)
- Compliance with New Source Performance Standards

PERMIT NO: 150092-007-WC/04

PERMIT ISSUE DATE: November 14, 2006

14. When requested by the Department, the permittee shall within a reasonable time furnish any information required by law, which is needed to determine compliance with the permit. If the permittee becomes aware the relevant facts were not submitted or were incorrect in the permit application or in any report to the Department, such facts or information shall be corrected promptly.

SPECIFIC CONDITIONS:

1. The applicant is responsible for retaining the engineer of record in the application for supervision of the construction of this project and upon completion, the engineer shall inspect for complete conformity to the plans and specifications as approved.

2. All concrete coatings/admixtures, liners, grouts, hoses, tubings, and protective paints and coatings shall be listed by the National Sanitation Foundation as acceptable for contact with potable water.

3. Bacteriological points depicted on the plans may be modified with Department consent to meet convenient locations where taps would be inserted in the Main for Fire, Metering, Air Release or other connections but not less than 900 foot intervals for new mains. Additionally, each part or system module shall be Bacteriologically cleared with 2 consecutive days of sampling before being placed in service as well as the final stream going to storage and subsequent service.

4. The Applicant or his designee shall notify The Department at the local DOH office of the start of the study/construction for purposes of allowing Department Personnel to observe the actual process.

5. The owner or permittee is advised that approval is given to the functional aspects of this project on the basis of representation, and data furnished to this division. There may be County, Municipal or other Local Regulations to be complied with by the owner or permittee prior to construction of the facilities represented by the plans referred to above.

6. This construction permit is issued with the understanding that pipe material and appurtenances used in this installation will be in accordance with the latest applicable AWWA & NSF Standards for public water supplies.

7. The applicant Public Water System as a condition of this permit is hereby advised they shall revert to (2) two-six Month periods of standard monitoring for Lead and Copper upon issuance of Clearance to put the facilities into service. If no Lead or Copper exceedance occurs within the 2-6 Month periods, the System may return to annual monitoring.

PERMIT NO: 150092-007-WC/04
PERMIT ISSUE DATE: November 14, 2006

8. Prior to placing a system into service, the applicant shall submit to the Department, if requested, one set of record drawings of the completed project with completed form DEP 62.555.910(9) [Certification of Construction Completion and Request for a Letter of Clearance to Place a Public Drinking water facility into Service] signed by the engineer of record. Drawings are to be at the same scale and in the same sequence as those submitted and approved for permit. Deviations from the original permitted drawings are to be highlighted and/or noted for the Department's review. Include with the DEP form the bacteriological clearance data, pressure test results and backflow inspection certification (if applicable).

Issued this 30th day of November 2006

STATE OF FLORIDA
DEPARTMENT OF HEALTH


Samir Elmir, M.S., P.E., DEE,
Division Director

Exhibit II

Water Use Permit (WUP) #13-00005-W



FORM 10259
Rev. 5/87

**SOUTH FLORIDA WATER MANAGEMENT DISTRICT
WATER USE PERMIT NO. RE-ISSUE 13-00005-W
(NON-ASSIGNABLE)**

Date Issued: 13-MAR-2008

Expiration Date: March 13, 2028

Authorizing: THE CONTINUATION OF AN EXISTING USE OF GROUND WATER FROM THE BISCAYNE AQUIFER AND FLORIDAN AQUIFER SYSTEM FOR PUBLIC WATER SUPPLY USE WITH AN ANNUAL ALLOCATION OF 8750.84 MILLION GALLONS.

Located In: Miami-Dade County, S26/T57S/R38E

Issued To: FLORIDA KEYS AQUEDUCT AUTHORITY FKA
(FLORIDA KEYS AQUEDUCT AUTHORITY)
1100 KENNEDY DR
KEY WEST, FL 33401

This Permit is issued pursuant to Application No. 050329-23, dated March 29, 2005, for the Use of Water as specified above and subject to the Special Conditions set forth below. Permittee agrees to hold and save the South Florida Water Management District and its successors harmless from any and all damages, claims or liabilities which may arise by reason of the construction, maintenance or use of activities authorized by this permit. Said application, including all plan and specifications attached thereto, is by reference made a part hereof.

Upon written notice to the permittee, this permit may be temporarily modified, or restricted under a Declaration of Water Shortage or a Declaration of Emergency due to Water Shortage in accordance with provisions of Chapter 373, Fla. Statutes, and applicable rules and regulations of the South Florida Water Management District.

This Permit may be permanently or temporarily revoked, in whole or in part, for the violation of the conditions of the permit or for the violation of any provision of the Water Resources Act and regulations thereunder.

This Permit does not convey to the permittee any property rights nor any privileges other than those specified herein, nor relieve the permittee from complying with any law, regulation, or requirement affecting the rights of other bodies or agencies.

Limiting Conditions are as follows:

SEE PAGES 2 - 7 OF 7 (35 LIMITING CONDITIONS)

South Florida Water Management
District, by its Governing Board

On March 13, 2008
By [Signature]
Deputy Clerk

PAGE 1 OF 7

LIMITING CONDITIONS

1. This permit shall expire on March 13, 2028.
2. Application for a permit modification may be made at any time.
3. Water use classification:

Public water supply

4. Source classification is:

Ground Water from:
Biscayne Aquifer
Floridan Aquifer System

5. Annual allocation shall not exceed 8751 MG.

Maximum monthly allocation shall not exceed 809.0088 MG.

The following limitations to annual withdrawals from specific sources are stipulated:
Biscayne Aquifer- 6,492 MG.

6. Pursuant to Rule 40E-1.6105, F.A.C., Notification of Transfer of Interest in Real Property, within 30 days of any transfer of interest or control of the real property at which any permitted facility, system, consumptive use, or activity is located, the permittee must notify the District, in writing, of the transfer giving the name and address of the new owner or person in control and providing a copy of the instrument effectuating the transfer, as set forth in Rule 40E-1.6107, F.A.C.

Pursuant to Rule 40E-1.6107 (4), until transfer is approved by the District, the permittee shall be liable for compliance with the permit. The permittee transferring the permit shall remain liable for all actions that are required as well as all violations of the permit which occurred prior to the transfer of the permit.

Failure to comply with this or any other condition of this permit constitutes a violation and pursuant to Rule 40E-1.609, Suspension, Revocation and Modification of Permits, the District may suspend or revoke the permit.

This Permit is issued to:

Florida Keys Aqueduct Authority
1100 Kennedy Drive
Key West, Florida 33401

7. Withdrawal facilities:

Ground Water- Existing:

- 2 - 24" X 60' X 2000 GPM Wells Cased To 35 Feet
- 3 - 24" X 56' X 2000 GPM Wells Cased To 36 Feet
- 1 - 20" X 60' X 2100 GPM Well Cased To 20 Feet
- 2 - 24" X 57' X 2000 GPM Wells Cased To 37 Feet
- 1 - 24" X 60' X 1400 GPM Well Cased To 24 Feet
- 1 - 20" X 1300' X 2000 GPM Well Cased To 880 Feet
- 1 - 24" X 60' X 1400 GPM Well Cased To 20 Feet

Ground Water - Proposed:

4 - 17" X 1300' X 2000 GPM Wells Cased To 880 Feet

8. Permittee shall mitigate interference with existing legal uses that was caused in whole or in part by the permittee's withdrawals, consistent with the approved mitigation plan. As necessary to offset the interference, mitigation will include pumpage reduction, replacement of the impacted individual's equipment, relocation of wells, change in withdrawal source, or other means.

Interference to an existing legal use is defined as an impact that occurs under hydrologic conditions equal to or less severe than a 1 in 10 year drought event that results in the:

(1) Inability to withdraw water consistent with provisions of the permit, such as when remedial structural or operational actions not materially authorized by existing permits must be taken to address the interference; or

(2) Change in the quality of water pursuant to primary State Drinking Water Standards to the extent that the water can no longer be used for its authorized purpose, or such change is imminent.

9. Permittee shall mitigate harm to existing off-site land uses caused by the permittee's withdrawals, as determined through reference to the conditions for permit issuance. When harm occurs, or is imminent, the District will require the permittee to modify withdrawal rates or mitigate the harm. Harm caused by withdrawals, as determined through reference to the conditions for permit issuance, includes:

(1) Significant reduction in water levels on the property to the extent that the designed function of the water body and related surface water management improvements are damaged, not including aesthetic values. The designed function of a water body is identified in the original permit or other governmental authorization issued for the construction of the water body. In cases where a permit was not required, the designed function shall be determined based on the purpose for the original construction of the water body (e.g. fill for construction, mining, drainage canal, etc.)

(2) Damage to agriculture, including damage resulting from reduction in soil moisture resulting from consumptive use; or

(3) Land collapse or subsidence caused by reduction in water levels associated with consumptive use.

10. Permittee shall mitigate harm to the natural resources caused by the permittee's withdrawals, as determined through reference to the conditions for permit issuance. When harm occurs, or is imminent, the District will require the permittee to modify withdrawal rates or mitigate the harm. Harm, as determined through reference to the conditions for permit issuance includes:

(1) Reduction in ground or surface water levels that results in harmful lateral movement of the fresh water/salt water interface,

(2) Reduction in water levels that harm the hydroperiod of wetlands,

(3) Significant reduction in water levels or hydroperiod in a naturally occurring water body such as a lake or pond,

(4) Harmful movement of contaminants in violation of state water quality standards, or

(5) Harm to the natural system including damage to habitat for rare or endangered species.

11. If any condition of the permit is violated, the permit shall be subject to review and possible modification, enforcement action, or revocation.

12. Authorized representatives of the District shall be permitted to enter, inspect, and observe the permitted system to determine compliance with special conditions.
13. The Permittee is advised that this permit does not relieve any person from the requirement to obtain all necessary federal, state, local and special district authorizations.
14. The permit does not convey any property right to the Permittee, nor any rights and privileges other than those specified in the Permit and Chapter 40E-2, Florida Administrative Code.
15. Permittee shall submit all data as required by the implementation schedule for each of the limiting conditions to: S.F.W.M.D., Supervising Hydrogeologist - Post-Permit Compliance, Water Use Regulation Dept. (4320), P.O. Box 24680, West Palm Beach, FL 33416-4680.
16. In the event of a declared water shortage, water withdrawal reductions will be ordered by the District in accordance with the Water Shortage Plan, Chapter 40E-21, F.A.C. The Permittee is advised that during a water shortage, pumpage reports shall be submitted as required by Chapter 40E-21, F.A.C.
17. Prior to the use of any proposed water withdrawal facility authorized under this permit, unless otherwise specified, the Permittee shall equip each facility with a District-approved operating water use accounting system and submit a report of calibration to the District, pursuant to Section 4.1, Basis of Review for Water Use Permit Applications.

In addition, the Permittee shall submit a report of recalibration for the water use accounting system for each water withdrawal facility (existing and proposed) authorized under this permit every five years from each previous calibration, continuing at five-year increments.
18. Monthly withdrawals for each withdrawal facility shall be submitted to the District quarterly. The water accounting method and means of calibration shall be stated on each report.
19. The Permittee shall notify the District within 30 days of any change in service area boundary. If the Permittee will not serve a new demand within the service area for which the annual allocation was calculated, the annual allocation may then be subject to modification and reduction.
20. Permittee shall implement the following wellfield operating plan:
The Biscayne Aquifer wellfield shall be operated according to the restrictions outlined in Limiting Conditions 5, 25, 26, and 27 of this permit. Upon completion and operation of the Reverse Osmosis system, pursuant to the schedule outlined in Limiting Condition 30, the Floridan Aquifer wellfield will be operated to provide the balance of the demands beyond those restrictions.
21. Permittee shall determine unaccounted-for distribution system losses. Losses shall be determined for the entire distribution system on a monthly basis. Permittee shall define the manner in which unaccounted-for losses are calculated. Data collection shall begin within six months of Permit Issuance. Loss reporting shall be submitted to the District on a yearly basis from the date of Permit Issuance.
22. Permittee shall maintain an accurate flow meter at the intake of the water treatment plant for the purpose of measuring daily inflow of water.
23. The Permittee shall continue to submit monitoring data in accordance with the approved saline water intrusion monitoring program for this project.
24. The Water Conservation Plan required by Section 2.6.1 of the Basis of Review for Water Use Permit Applications within the South Florida Water Management District, must be implemented in accordance with the approved implementation schedule.
25. In addition to the allocation specified in Limiting Condition 5, the permittee may apply a Special Event Peaking Factor Ratio of 1.3:1 to compensate for temporary increased demand during seasonal and Special Events up to a maximum daily withdrawal of 33.57 MG. The source limitations imposed by

Limiting Conditions 5 and 26 apply to the Special Event Peaking Factor Ratio. The permittee must notify the District in writing no less than 24 hours prior to applying this Special Event Peaking Factor Ratio and must specify the proposed duration of the use of the Special Event Peaking Factor Ratio. The use of the Special Event Peaking Factor Ratio shall be noted on the monthly pumpage reports.

26.

In addition to the allocations specified in Limiting Conditions 5 and 25, during the dry season (December 1 to April 30), FKAA shall limit their average day withdrawals from the Biscayne Aquifer to 17 MGD, calculated on a monthly basis. The remaining dry season demands shall be provided by the reverse osmosis system. During the remainder of the year from May 1 to November 30, the withdrawals from the Biscayne Aquifer shall be limited to the Base Condition water use for the Biscayne Aquifer of 6,492 MGY, or an average day of 17.79 MGD. Demands in excess of these volumes shall be provided by the Floridan Aquifer System wells and the emergency desalination facilities.

27.

Prior to the availability of the Floridan Aquifer reverse osmosis system, dry season demand in excess of the Biscayne Aquifer pumpage limitations specified in Limiting Condition 26 shall be obtained from emergency sources pursuant to Limiting Condition 29.

28.

In addition to the monthly reporting required in Limiting Condition 18, and prior to the operation of the Reverse Osmosis system, on the 15th day of each month during and immediately following the dry season extending from December 1 to April 30, FKAA shall file a written report with the District ("mid-month report") evaluating the following: 1) the daily pumpage to date during the last 30 days; and 2) any daily pumpage distribution for the remainder of the dry season as necessary to comply with the 17 MGD Biscayne Aquifer average dry season limitation. Such report shall also identify any remedial actions necessary to ensure compliance that through the remainder of the dry season the applicable Biscayne Aquifer pumpage limitations described above will be met. This report shall replace the other reports required by the Consent Agreement (including the June 15 post-dry season report and the February 15th mid-dry season additional demand report). Such mid-month report shall be evaluated by District staff and revised by the District as necessary to achieve compliance with the above. Upon completion and operation of the Reverse Osmosis system, pursuant to the schedule outlined in Limiting Condition 30, this report requirement shall cease and the monthly Biscayne Aquifer withdrawals shall be reported as required by Limiting Condition 18 of this permit.

29.

In order to reduce the potential for violating the 17 MGD Biscayne Aquifer average monthly withdrawal limitation during the dry season, FKAA must to the greatest extent practical utilize the emergency desalination facilities FKAA owns and operates at Stock Island and Marathon, which are potentially capable of treating saline water at rates up to 3.0 MGD. The FKAA shall use these two emergency desalination facilities as an alternative source of water in order to assist in limiting its dry season Biscayne Aquifer withdrawals. The FKAA's ability to use, and extent of use, of these emergency desalination facilities shall be subject to not causing (i) significant adverse affects to FKAA's water treatment or distribution system; or (ii) a violation of any applicable primary or secondary drinking water standards.

30.

The permittee shall adhere to the following schedule for the construction and operation of the Floridan Aquifer System reverse osmosis wellfield and treatment facility:

Florida Keys Aqueduct Authority - Schedule for Construction and Operation of Floridan Aquifer Production Well, Floridan Aquifer Reverse Osmosis Treatment Facility, and Demineralized Concentrate Disposal Well

--Reverse osmosis water treatment plant expansion
Award Contract - September 30, 2007
Complete Construction - December 31, 2009

- Deep Injection Well
 - Obtain FDEP Permit - March 31, 2008
 - Award Contract - 152 days after receiving FDEP Underground Injection Control Permit
 - Complete Drilling and Testing - 1 year and 30 days after receiving FDEP Underground Injection Control Permit
- Complete reverse osmosis water treatment plant system
 - Begin and Stabilize Operation - 2 years and 60 days after receiving FDEP Underground Injection Control Permit

31.

In the event that a milestone specified in the alternative water supply schedule and plan contained in Limiting Condition 30 is going to be missed, the permittee shall notify the Executive Director of the District in writing explaining the nature of the delay, actions taken to bring the project back on schedule and an assessment of the impact the delay would have on the rates of withdrawals from the Everglades water bodies and associated canals as defined in District CUP rules. The District will evaluate the situation and take actions as appropriate which could include: a) granting an extension of time to complete the project (if the delay is minor and doesn't affect the Everglades Waterbodies or otherwise violates permit conditions), b) take enforcement actions including consent orders and penalties, c) modify allocations contained in this permit from the Biscayne Aquifer including capping withdrawal rates until the alternative water supply project(s) are completed (in cases where the delay would result in violations of permit conditions) or d) working with the Department of Community Affairs to limit increase demands for water until the alternative water supply project is completed. In addition, Permittee shall make to the District payment of funds as identified below for non-compliance with any timeline for development of the Floridan Aquifer System production and treatment system as provided in Limiting Condition 30, as follows:

A. Reverse Osmosis Plant construction and operation timelines in Limiting Condition 30

- Award Contract - \$2,000.00 per week
- Complete Construction - \$2,000.00 per week

B. Floridan Deep Injection Well(s) Construction and Operation

- Award Contract - \$2,000.00 per week
- Complete drilling and Testing - \$2,000.00 per week
- Complete reverse Osmosis Water Treatment Plant System - \$2,000.00 per week
- Begin and Stabilize Operation - \$2,000.00 per week

32. Prior to any application to renew or modify this permit, the Permittee shall evaluate long term water supply alternatives and submit a long term water supply plan to the District. Within one year of permit issuance, the Permittee shall submit to the District an outline of the proposed plan. The assessment should include consideration of saline intrusion, wellfield protection, plans for compliance with applicable wellfield protection ordinances, expected frequencies and plans to cope with water shortages or well field failures, and conservation measures to reduce overall stresses on the aquifer.

33. For uses with an annual allocation greater than 10 MGD and a permit duration of 20 years, every five years from the date of permit issuance, the permittee shall submit a water use compliance report for review and approval by District Staff, which addresses the following:

1. The results of a water conservation audit that documents the efficiency of water use on the project site using data produced from an onsite evaluation conducted. In the event that the audit indicates additional water conservation is appropriate or the per capita use rate authorized in the permit is exceeded, the permittee shall propose and implement specific actions to reduce the water use to acceptable levels within timeframes proposed by the permittee and approved by the District.
2. A comparison of the permitted allocation and the allocation that would apply to the project based on current District allocation rules and updated population and per capita use rates. In the event the permit allocation is greater than the allocation provided for under District rule, the permittee shall apply for a letter modification to reduce the allocation consistent with District rules and the updated population and per capita use rates to the extent they are considered by the District to be indicative of long term trends in the population and per capita use rates over the permit duration. In the event that the permit allocation is less than allowable under District rule, the permittee shall apply for a modification of the permit to increase the allocation if the permittee intends to utilize an additional allocation, or modify its operation to comply with the existing conditions of the permit.
34. If at any time there is an indication that the well casing, valves, or controls leak or have become inoperative, repairs or replacement shall be made to restore the system to an operating condition. Failure to make such repairs shall be cause for filling and abandoning the well, in accordance with procedures outlined in Chapters 40E-3 and 40E-30, Florida Administrative Code.
35. It has been determined that this project relies, in part, on the waters from the Central and Southern Florida Project, and as such is considered to be an indirect withdrawal from an MFL water body under recovery (Everglades). The 2005-2006 Lower East Coast Water Supply Plan Update (February, 2007), which is the recovery plan for the Everglades, incorporates a series of water resource development projects and operational changes that are to be completed over the duration of the permit and beyond. If the recovery plan is modified and it is determined that this project is inconsistent with the approved recovery plan, the permittee shall be required to modify the permit consistent with the provisions of Chapter 373, Florida Statutes.

Exhibit III

October 14, 2008 Wastewater Memo

Sarah Davis

From: Greg.Smith@ch2m.com
Sent: Tuesday, October 14, 2008 11:20 AM
To: Sarah Davis
Subject: RE: OMI's capacity

Sarah,

Key West's wastewater treatment facility is permitted by the Florida Department of Environmental Protection to treat 10 mgd. Our annual average flow is currently 4.8 mgd. Your proposed development will have very little impact on Key West's wastewater treatment capacity.

Please let me know if you require any additional information. You can also see our website at www.keywestwastewater.com.

Best regards,

Greg Smith, Project Manager
CH2M Hill OMI
Key West, Florida
(305) 292-5102

Exhibit IV

Map of the City of Key West's Existing Recreation Services

The City of Key West's Recreation Facilities

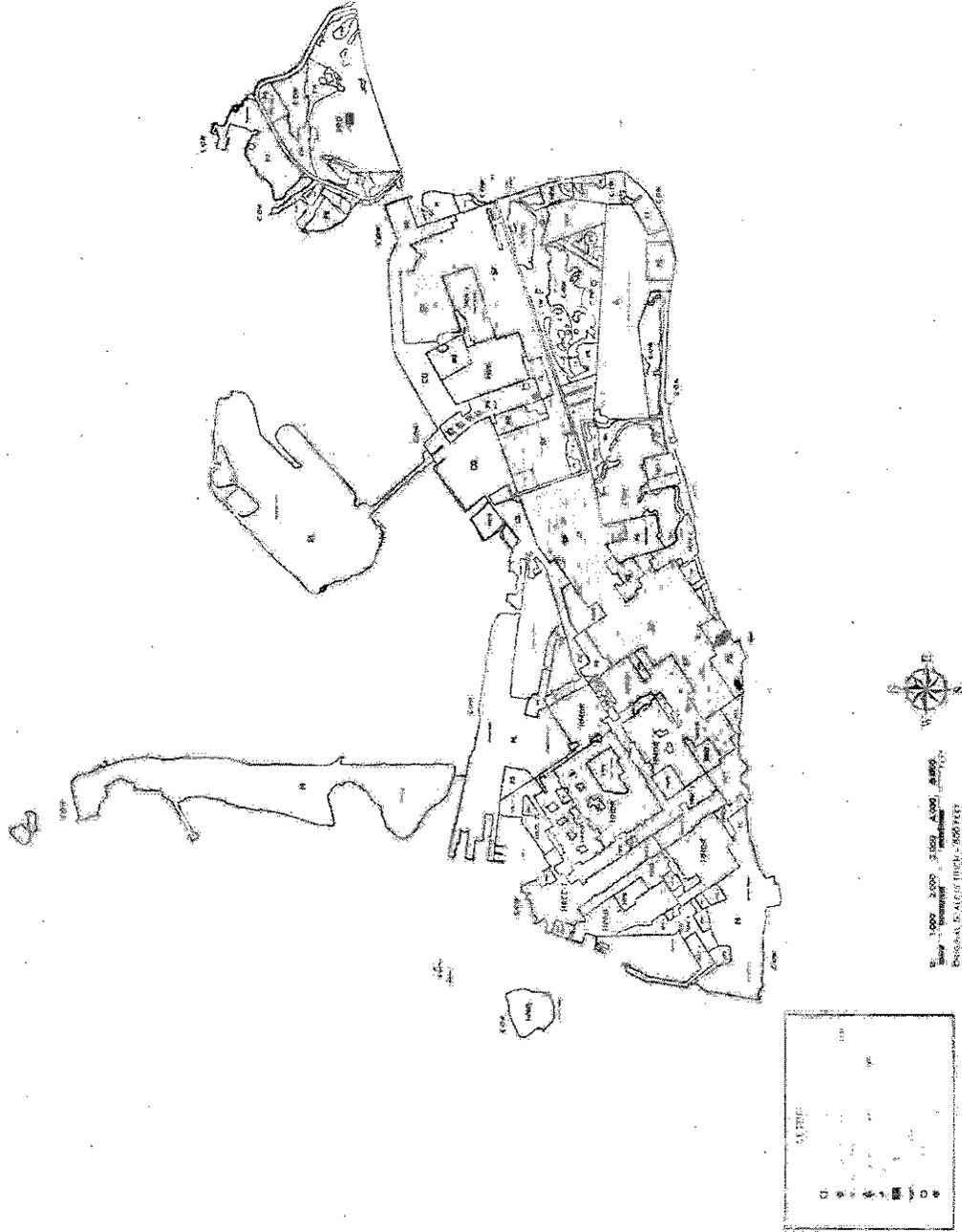


Exhibit V

October 17, 2008 Solid Waste Memo

The Facility (Richard A. Heyman Environmental Protection Facility) is currently permitted for 10 mgd, and is operating on a (3) monthly average of 4.303 mgd, (12) month daily average flow of 6,218. Therefore there is sufficient treatment to support this project. If you have other questions please feel free to contact me.

Gary W. Bowman
General Services Director
City of Key West
305-809-3901

Verification Form



RECEIVED
July 2, 2012
KW Planning Dpt

City of Key West Planning Department



Verification Form

(Where Authorized Representative is an entity)

I, Owen Trepanier, in my capacity as Principal
(print name) *(print position; president, managing member)*

of Trepanier and 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:

951-955 Caroline Street
Street Address of subject property

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

Owen Trepanier for Trepanier & Associates.
Signature of Authorized Representative

Subscribed and sworn to (or affirmed) before me on this 6-28-2012 by
date

Owen Trepanier
Name of Authorized Representative

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

Richard Puente
Notary's Signature and Seal

Richard Puente
Name of Acknowledger typed, printed or stamped



DD 937651
Commission Number, if any

Authorization Form

Authorization Form



RECEIVED
July 2, 2012
KW Planning Dept

I, Conch Harbor Retail Center, LLC., C/o Craig H. Hunt authorize
Please Print Name(s) of Owner(s)

Trepanier & Associates, Inc. to be the representative for 951-955 Carolina St., Key West, FL 33040
Address/ Project Name

and act on my/our behalf with regard to this issue.

Craig Hunt

Signature of Owner

Craig H. Hunt, MGRM Conch Harbor Marina, LLC.

Craig Hamilton Hunt

Signature of Joint/Co-owner if applicable

Conch Harbor Marina, LLC., MGRM Conch Harbor Retail Center, LLC.

Subscribed and sworn to (or affirmed) before me on 6/21/2012 (date) by

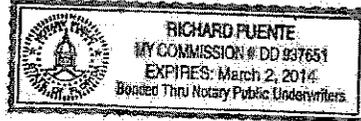
Craig Hamilton Hunt

Please Print Name of Affiant

He/She is personally known to me or has presented Florida Driver Lic # H530-108-52-292-0
as identification.

Richard Fuente

Notary's Signature and Seal



Richard Fuente

Name of Acknowledger printed or stamped

Voluntary

Title or Rank

DD 937651

Commission Number, if any

Deed



RECEIVED

July 2, 2012

KW Planning Dpt

Doc# 1775859 01/29/2010 2:02PM
Filed & Recorded in Official Records of
MONROE COUNTY DANNY L. KOLHAGE

THIS INSTRUMENT WAS PREPARED BY, AND RETURN TO:
Adam M. Grant, Esq.
Paul. Hastings, Janofsky and Walker LLP
191 N. Wacker Drive, 30th Floor
Chicago, IL 60661,
(312) 499-6027

01/29/2010 2:02PM
DEED DOC STAMP CL: TRINA \$53,900.00

Doc# 1775859
Bk# 2450 Pg# 2186

SPACE ABOVE THIS LINE FOR RECORDING DATA

SPECIAL WARRANTY DEED

SPECIAL WARRANTY DEED made this 27 day of January, 2010, between:

Key West Bight Associates LLC, a Delaware limited liability company

(hereinafter referred to as "Grantor") and

Conch Harbor Retail Center LLC, a Florida limited liability company,

whose address is:

c/o Mr. Craig Hunt
951 Caroline Street
Key West, Florida 33040

(hereinafter referred to as "Grantee").

WITNESSETH:

That Grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration to it in hand paid by Grantee, the receipt whereof is hereby acknowledged, has granted, bargained and sold to Grantee, its heirs and assigns forever, the following described property (the "Property"), lying and being in Monroe County, Florida, to wit:

**SEE EXHIBIT "A" LEGAL DESCRIPTION ATTACHED HERE TO AND MADE A PART
HEREOF.**

SUBJECT TO THE FOLLOWING:

1. Real estate taxes and assessments for the current year and all subsequent years; and
2. All matters of record affecting the Property.

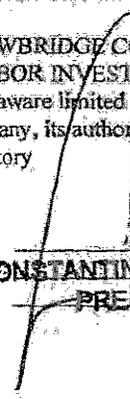
Grantor hereby specially warrants title to the Property and will defend same against the lawful claims of all persons claiming by, through or under Grantor, but none other.

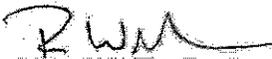
IN WITNESS WHEREOF, Grantor has caused this Special Warranty Deed to be executed by its duly authorized officers, the day and year first above written.

KEY WEST BIGHT ASSOCIATES LLC, a
Delaware limited liability company

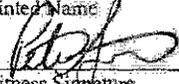
By: KEY WEST BIGHT HOLDINGS
LLC, a Delaware limited liability
company, its sole member

By: DRAWBRIDGE CONCH
HARBOR INVESTOR LLC,
a Delaware limited liability
company, its authorized
signatory

By: 
Name: CONSTANTINE M. DAKOLIAS
Title: PRESIDENT


Witness Signature

Ben Michelson
Printed Name


Witness Signature

Peter Stone
Printed Name

STATE OF NY
COUNTY OF NY

On this 28 day of Jan, 2010, before me personally appeared Constantine Dakolias as President of Drawbridge Conch Harbor Investor LLC, a Delaware limited liability company, authorized signatory of Key West Bight Holdings LLC, a Delaware limited liability company, sole member of Grantor, who is known to me and who acknowledged before me that he executed the foregoing Special Warranty Deed for the uses and purposes set forth, for and on behalf of said company; he did not take an oath.


Notary Public, State of NY

printed name
THOMAS SANTORA
Notary Public, State of New York
No. 01SA6191079
Qualified in New York County
Commission Expires Aug. 4, 2012

My Commission Expires:
(SEAL)

LEGAL DESCRIPTION

Beginning at the intersection formed by the northwesterly line of Caroline Street with the southwesterly line of Grinnell Street, Key West, Florida; Thence South 55 degrees 00 minutes 00 seconds West along the northwesterly line of Caroline Street, aforesaid, a distance of 251.12 feet; thence North 34 degrees 42 minutes 00 seconds West for 144.26 feet; thence North 54 degrees 46 minutes 00 seconds East for 29.25 feet; thence North 35 degrees 02 minutes 00 seconds West for 213.47 feet; thence North 55 degrees 15 minutes 40 seconds East for 75.18 feet; thence North 34 degrees 35 minutes 22 seconds West for 15.75 feet; thence North 82 degrees 30 minutes 46 seconds West for 3.44 feet; thence North 34 degrees 35 minutes 22 seconds West for 3.46 feet; thence North 09 degrees 46 minutes 31 seconds East for 3.65 feet; thence North 34 degrees 35 minutes 22 seconds West for 11.41 feet; thence North 81 degrees 05 minutes 22 seconds West for 4.31 feet; thence North 34 degrees 35 minutes 22 seconds West for 3.28 feet; thence North 08 degrees 51 minutes 34 seconds East for 4.33 feet; thence North 34 degrees 35 minutes 22 seconds West for 14.57 feet; thence South 56 degrees 19 minutes 59 seconds West for 1.55 feet; thence North 34 degrees 35 minutes 22 seconds West for 3.60 feet; thence North 13 degrees 40 minutes 52 seconds East for 2.42 feet; thence North 34 degrees 35 minutes 22 seconds West for 14.32 feet; thence North 77 degrees 59 minutes 59 seconds West for 4.62 feet; thence North 34 degrees 35 minutes 22 seconds West for 3.49 feet; thence North 08 degrees 53 minutes 24 seconds East for 4.47 feet; thence North 34 degrees 35 minutes 22 seconds West for 32.98 feet; thence North 78 degrees 31 minutes 52 seconds West for 4.61 feet; thence North 34 degrees 35 minutes 22 seconds West for 3.33 feet; thence North 11 degrees 00 minutes 41 seconds East for 4.83 feet; thence North 34 degrees 35 minutes 22 seconds West for 31.37 feet; thence North 79 degrees 39 minutes 33 seconds West for 4.83 feet; thence North 34 degrees 35 minutes 22 seconds West for 3.21 feet; thence North 12 degrees 58 minutes 28 seconds East for 4.63 feet; thence North 34 degrees 37 minutes 47 seconds West for 32.08 feet; thence North 81 degrees 09 minutes 36 seconds West for 4.95 feet; thence North 34 degrees 35 minutes 22 seconds West for 3.00 feet; thence North 07 degrees 42 minutes 01 seconds East for 5.01 feet; thence North 34 degrees 35 minutes 22 seconds West for 31.39 feet; thence North 77 degrees 47 minutes 29 seconds West for 5.13 feet; thence North 34 degrees 35 minutes 22 seconds West for 3.19 feet; thence North 09 degrees 11 minutes 28 seconds East for 4.66 feet; thence North 34 degrees 35 minutes 22 seconds West for 40.58 feet; thence South 55 degrees 24 minutes 25 seconds West for 6.28 feet; thence North 34 degrees 35 minutes 35 seconds West for 13.93 feet; thence North 55 degrees 24 minutes 25 seconds East for 6.76 feet; thence North 35 degrees 21 minutes 47 seconds West for 34.86 feet; thence North 81 degrees 05 minutes 04 seconds West for 5.53 feet; thence North 34 degrees 40 minutes 14 seconds West for 3.53 feet; thence North 14 degrees 50 minutes 32 seconds East for 5.50 feet; thence North 34 degrees 40 minutes 14 seconds West for 31.83 feet; thence North 78 degrees 33 minutes 27 seconds West for 3.96 feet; thence North 34 degrees 30 minutes 18 seconds West for 3.91 feet; thence South 55 degrees 24 minutes 25 seconds West for 74.78 feet; thence North 35 degrees 02 minutes 00 seconds West for 97.35 feet; thence North 55 degrees 24 minutes 25 seconds East for 221.59 feet; thence South 35 degrees 00 minutes 00 seconds East for 100.00 feet; thence South 55 degrees 24 minutes 25 seconds West for 53.00 feet; thence North 35 degrees 00 minutes 00 seconds West for 10.15 feet; thence South 56 degrees 21 minutes 41 seconds West for 80.65 feet; thence South 34 degrees 40 minutes 17 seconds East for 16.50 feet; thence North 84 degrees 53 minutes 18 seconds East for 3.60 feet; thence South 34 degrees 40 minutes 17 seconds East for 3.48 feet; thence South 17 degrees 42 minutes 14 seconds West for 3.52 feet; thence South 34 degrees 40 minutes 17 seconds East for 34.91 feet; thence South 84 degrees 15 minutes 16 seconds East for 3.67 feet; thence South 34 degrees 40 minutes 17 seconds East for 3.70 feet; thence South 17 degrees 37 minutes 15 seconds West for 4.07 feet; thence South 34 degrees 40 minutes 17 seconds East for 26.09 feet; thence North 56 degrees 21 minutes 41 seconds East for 6.00 feet; thence South 34 degrees 40 minutes 17 seconds East for 13.27 feet; thence South 56 degrees 21 minutes 41 seconds West for 6.00 feet; thence South 34 degrees 40 minutes 17 seconds East for 298.08 feet; thence North 55 degrees 15 minutes 40 seconds East for 95.11 feet; thence South 34 degrees 44 minutes 20 seconds East for 5.00 feet; thence North 55 degrees 15 minutes 40 seconds East for 8.76 feet; thence North 34 degrees 44 minutes 20 seconds West for

5.00 feet; thence North 55 degrees 15 minutes 40 seconds East for 31.52 feet; thence South 35 degrees 00 minutes 00 seconds East for 356.84 feet to the Point of Beginning.

TOGETHER WITH:

Non-exclusive Rights of ingress, egress, location of utilities, repair and maintenance of improvements and utilities, and navigation as established by the Declaration of Non-Exclusive Easements recorded in Official Records Book 1978, Page 1870.

ALSO KNOWN AS:

PARCEL 1

FUELING FACILITY PROPERTY:

A parcel of submerged land lying in Section 31, Township 68 South, Range 25 East, ISLAND OF KEY WEST, Monroe County, Florida, and being more particularly described as follows:

Commence at the intersection formed by the Northwesterly Right-of-Way line of Caroline Street and the Southwesterly Right-of-Way line of Grinnell Street; thence North 35° 00' 10" West, along the said Southwesterly Right-of-Way line of Grinnell Street, for 351.84 feet to a point hereinafter known as Point "A"; thence South 55° 15' 40" West for 40.92 feet to the Point of Beginning; thence South 55° 15' 40" West for 180.37 feet; thence North 35° 02' 00" West for 5.00 feet; thence North 55° 15' 40" East for 74.62 feet; thence North 34° 35' 22" West for 15.75 feet; thence North 82° 30' 46" West for 3.44 feet; thence North 34° 35' 22" West for 3.46 feet; thence North 09° 46' 31" East for 3.65 feet; thence North 34° 35' 22" West for 11.41 feet; thence North 81° 05' 22" West for 4.31 feet; thence North 34° 35' 22" West for 3.28 feet; thence North 08° 51' 34" East for 4.33 feet; thence North 34° 35' 22" West for 14.57 feet; thence South 56° 19' 59" West for 1.55 feet; thence North 34° 35' 22" West for 3.60 feet; thence North 13° 40' 52" East for 2.42 feet; thence North 34° 35' 22" West for 14.32 feet; thence North 77° 59' 59" West for 4.62 feet; thence North 34° 35' 22" West for 3.49 feet; thence North 08° 53' 24" East for 4.47 feet; thence North 34° 35' 22" West for 32.98 feet; thence North 78° 31' 52" West for 4.61 feet; thence North 34° 35' 22" West for 3.33 feet; thence North 11° 00' 41" East for 4.83 feet; thence North 34° 35' 22" West for 31.37 feet; thence North 79° 39' 33" West for 4.83 feet; thence North 34° 35' 22" West for 3.21 feet; thence North 12° 58' 28" East for 4.63 feet; thence North 34° 37' 47" West for 32.08 feet; thence North 81° 09' 36" West for 4.95 feet; thence North 34° 35' 22" West for 3.00 feet; thence North 07° 42' 01" East for 5.01 feet; thence North 34° 35' 22" West for 31.39 feet; thence North 77° 47' 29" West for 5.13 feet; thence North 34° 35' 22" West for 3.19 feet; thence North 09° 11' 28" East for 4.66 feet; thence North 34° 35' 22" West for 40.58 feet; thence South 55° 24' 25" West for 6.28 feet; thence North 34° 35' 35" West for 13.93 feet; thence North 55° 24' 25" East for 6.76 feet; thence North 35° 21' 47" West for 34.86 feet; thence North 81° 05' 04" West for 5.53 feet; thence North 34° 40' 14" West for 3.53 feet; thence North 14° 50' 32" East for 5.50 feet; thence North 34° 40' 14" West for 31.83 feet; thence North 78° 33' 27" West for 3.96 feet; thence North 34° 30' 18" West for 3.91 feet; thence South 55° 24' 25" West for 74.78 feet; thence North 35° 02' 00" West for 97.35 feet; thence North 55° 24' 25" East for 221.59 feet; thence South 35° 00' 00" East for 100.00 feet; thence South 55° 24' 25" West for 53.00 feet; thence North 35° 00' 00" West for 10.15 feet; thence South 56° 21' 41" West for 80.65 feet; thence South 34° 40' 17" East for 16.50 feet; thence North 84° 53' 18" East for 3.60 feet; thence South 34° 40' 17" East for 3.48 feet; thence South 17° 42' 14" West for 3.52 feet; thence South 34° 40' 17" East for 34.91 feet; thence South 84° 15' 16" East for 3.67 feet; thence South 34° 40' 17" East for 3.70 feet; thence South 17° 37' 15" West for 4.07 feet; thence South 34° 40' 17" East for 26.09 feet; thence North 56° 21' 41" East for 6.00 feet; thence South 34° 40' 17" East for 13.27 feet; thence South 56° 21' 41" West for 6.00 feet; thence South 34° 40' 17" East for 298.02 feet; thence North 55° 15' 40" East for 95.12 feet; thence South 34° 44' 20" East for 5.00 feet to the Point of Beginning.

TOGETHER WITH:

Begin at the aforementioned Point "A"; thence South 55° 15' 40" West for 31.53 feet; thence North 34° 44' 20" West for 5.00 feet; thence North 55° 15' 40" East for 31.51 feet; thence South 35° 00' 00" East for 5.00 feet to the Point of Beginning.

PARCEL 2.

UPLAND PROPERTY:

Beginning at the intersection formed by the Northwesterly line of Caroline Street with the Southwesterly line of Grinnell Street Key West, Florida; thence South 55° 00' West along the Northwesterly line of Caroline Street aforesaid, a distance of 251.12 feet; thence North 34° 42' West, a distance of 144.26 feet; thence North 54° 46' East, a distance of 29.25 feet; thence North 35° 02' West, a distance of 208.03 feet to a point; thence North 55° 18' East, a distance of 221.87 feet more or less to a point; thence South 35° 02' East, a distance of 351.4 feet to the Point of Beginning.

Lying and being in Section 31, Township 68 South, Range 25 East, Island of Key West, Monroe County, Florida.

TOGETHER WITH:

Non-exclusive Rights of ingress, egress, location of utilities, repair and maintenance of improvements and utilities, and navigation as established by the Declaration of Non-Exclusive Easements recorded in Official Records Book 1978, Page 1870.

MONROE COUNTY
OFFICIAL RECORDS



DEVELOPMENT PLAN CERTIFICATION

Pursuant to the Key West City Code Section 108-228, any and all entities with a legal or equitable ownership interest in the Conch Harbor Retail Center, LLC (a Florida limited liability company) property are hereby disclosed as following:

Current Legal Owners:

KeysCaribbean Collection, LLC. Craig and Maria Hunt Managing Member	80%
Whitehead Enterprises, LLC. Brian Whitehead	5%
Gina M. Kennedy. General Manager	5%
Sanchez Team Investments, LLC. Ralph Sanchez Managing Member. Chief Marketing Officer	5%
Sven Grunder Gift Trust.	2.5%
Marcus Hunt Gift Trust.	2.5%
Total.	100%

CERTIFICATION

STATE OF FLORIDA
COUNTY OF MONROE

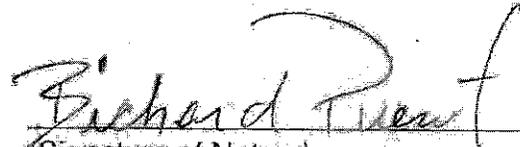
Under penalty of perjury, I declare and do solemnly swear that I have read the foregoing, understand the contents thereof and hereby certify that the same are true and based on my personal knowledge on this 22 day of June 2012.

Signatures of next page

Conch Harbor Retail Center, LLC
(a Florida Limited Liability Company)

By: 
Craig Hunt It's Managing Member

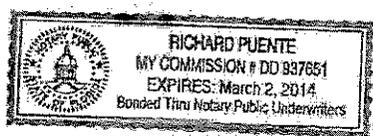
The forgoing instrument was acknowledged before me this 22 day of June 2012 by Craig Hunt who is personally known to me or who has produced a driver's license as identification and who did take an oath.


(Signature of Notary)

Richard Puente

(Print Name of Notary)
NOTARY PUBLIC
STATE OF FLORIDA
Commission No. DD937651

[Notary seal].



Survey

Site Plans

DRC
Minutes & Comments

Minutes of the Development Review Committee
July 26, 2012

DRAFT

Fire Department had no comments.

FKAA provided the following comments prior to the meeting: The site is presently being served by a couple FKAA Location #s. There is a 8" water main located on Greene Street. A complete set of plans will be required for review to determine meter requirements and any System Development Charges

2. **Easement - 812 Caroline Street (RE# 0003150-000000) - A request for an easement of 74.1 square feet, more or less, to address the encroachment a roof overhang for a commercial structure located on Caroline Street as per Section 90-587 of the Land Development Regulations of the Code of Ordinances of the City of Key West.**

(Items 2 & 3 were heard concurrently).

Ms. Haller gave members an overview of the easement request.

Mr. Williams inquired if the project will require any tree removals. The applicant, Mr. Blais stated that there will be no tree removals.

Mrs. Torregrosa requested that the overhang on Robert's alley needs to be added to the easement request. She then informed the applicant that the free standing structure encroaching on the right away is not allowed in the Historic District. The applicant will need to seek HARC approval regarding the free standing structure.

Police, General Services, ADA, Fire Department and FKAA had no comments.

3. **Easement - 812 Caroline Street (RE# 0003150-000000) - A request for an easement of 168 square feet, more or less, to address the encroachment of a fence and concrete slabs that run along Robert's Alley for a commercial structure located at the corner of Caroline Street and Robert's Alley as per Section 90-587 of the Land Development Regulations of the Code of Ordinances of the City of Key West**

See notes above

4. **Transient License Transfer - 1209 Georgia Street (RE# 00035220-000000) to 421 Virginia Street (RE# 00027160-000100) - A request for a Transient License Transfer from property in the HMDR zoning district to property in the HRCC-3 zoning district per Section 122-1339 (b) of the Land Development Regulations of the Code of Ordinances of the City of Key West.**

Mr. Cunningham gave members an overview of the transient license transfer request.

The applicant's attorney, Ginny Stones with Stones and Cardenas, gave an overview of the request.

Mr. Williams requested if the sender site had any landscape changes. Mrs. Stones stated there were no landscape changes in the sender/receiver sites.

Mrs. Torregrosa informed the applicant that any signage will require HARC approval.

Police, General Services, ADA, Fire Department and FKAA had no comments.

5. **Major Development Plan - 951 Caroline Street (RE# 0002970-000000) - A request to amend a Major Development Plan and Conditional Use (CC Res. 99-225) approval in the HRCC-2 zoning district per Section 108-91(A.)(2)(b) of the Land Development Regulations of the Code of Ordinances of the City of Key West.**

Minutes of the Development Review Committee
July 26, 2012

DRAFT

Mr. Cunningham gave members an overview of the development plan.

The applicant's representative, Owen Trepanier with Trepanier and Associates, gave members an overview of the development plan.

Mr. Williams stated that he met with the landscape architect and had no additional comments.

Mrs. Torregrosa stated that this item will be included in the next HARC meeting review.

Police, Fire Department and ADA had no comments.

Ms. Ignaffo stated that the applicant will need an approved baffle box for all gravity injection wells, FDEP permit for construction, and a perpetual maintenance agreement with the property owner. She then stated that the storm water runoff pretreatment shall meet SFWMD criteria and be equivalent to one-inch over the project area, since all storm water management systems will be evaluated on the ability of the system to prevent flooding on-site, to adjacent properties, roads and right-of-ways. She requested that the applicant provide a revised drainage plan that meets the criteria for a permitted storm water management system.

Mr. Craig urged the applicant to meet with neighbors regarding the proposed project.

FKAA provided the following comments prior to the meeting: the site is presently being served by a FKAA Location. There is a 12" water main located on Caroline Street. A complete set of plans will be required for review to determine meter requirements and any System Development Charges.

The following member of the public spoke on the matter:

- Emily Hardner, 1005 Eaton St.

6. **Variances - 951 Caroline Street (RE# 00027480-000000) - A request for building coverage, impervious surface ratio, front-yard setback and parking requirements in the HRCC-2 zoning district per Section 122-720 (4) a. & b. and (6) b. and Section 108-572 (16) of the Land Development Regulations of the Code of Ordinances of the City of Key West.**

See item# 5 comments.

ADJOURNMENT

A motion to adjourn was made by Mrs. Nicklaus and seconded by Mrs. Torregrosa.

Meeting adjourned at 10:45 am.

Respectfully submitted by,
Karen de Berjeois
Secretary
Planning Department

Public Comment

Public Notices
(radius map & mailing list)

Property Appraiser Information

**Karl D. Borglum
Property Appraiser
Monroe County, Florida**

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

The offices of the Property Appraiser will be closed Monday, November 12th in observance of Veterans Day.

Web site IE8, IE9, & Firefox. Requires Adobe Flash 10.3 or higher

**Property Record Card -
Map portion under construction.**

Alternate Key: 1003069 Parcel ID: 00002970-000000

Ownership Details

Mailing Address:
CONCH HARBOR RETAIL CENTER LLC
C/O HUNT CRAIG
951 CAROLINE ST
KEY WEST, FL 33040-6636

Property Details

PC Code: 20 - AIRPORTS, MARINAS, BUS TERM
Millage Group: 12KW
Affordable Housing: No
Section:
Township: 31-67-25
Range:
Property Location: 951-955 CAROLINE ST KEY WEST
Legal Description: 31 68 25 KEY WEST 2.53AC (UPLAND PROPERTY AND FUELING FACILITY PROPERTY) H1-63 G56-22/23 OR15-444/45 OR438-230/35 ID 4-057 OR1252-1023/26AFF OR1287-275/77Q/C OR1287-266/69 OR1347-2436/43F/J OR1560-56/58 OR1978-1870/99E OR2029-136/140(LEASE) OR2292-1354/58 OR2450-2196/2200

Karl D. Borglum
Property Appraiser
Monroe County, Florida

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Requires Adobe Flash
10.3 or higher

Property Record Card -
Map portion under construction.

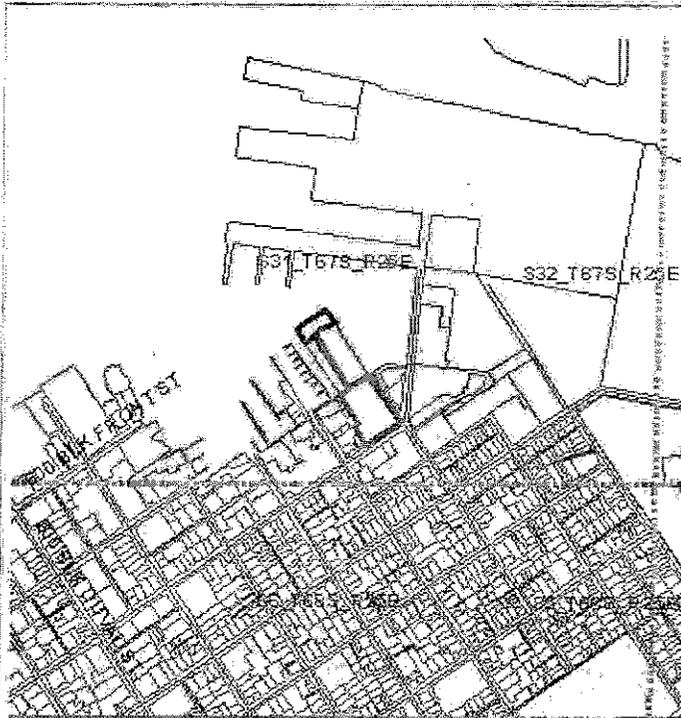
Alternate Key: 1003069 Parcel ID: 00002970-000000

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Property Details

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Millage Group: 12KW
Affordable Housing: No
Section:
Township- 31-67-25
Range:
Property Location: 951-955 CAROLINE ST KEY WEST
Legal 31 68 25 KEY WEST 2.53AC (UPLAND PROPERTY AND FUELING FACILITY PROPERTY) H1-53 G56-22/23
Description: OR15-444/45 OR438-230/35 ID 4-057 OR1252-1023/26AFF OR1287-275/77Q/C OR1287-266/69 OR1347-2436/43F/J OR1560-56/58 OR1978-1870/99E OR2029-136/140(LEASE) OR2292-1354/58 OR2450-2196/2200



Show Parcel Map that can launch map - Must have Adobe Flash Player 10.3 or higher

Land Details

Land Use Code	Frontage	Depth	Land Area
10WA - COMM WATERFRONT ACRE	251	352	82,764.00 SF
000X - ENVIRONMENTALLY SENS	0	0	0.59 AC

Building Summary

Number of Buildings: 3
 Number of Commercial Buildings: 3
 Total Living Area: 38888
 Year Built: 1996

Building 1 Details

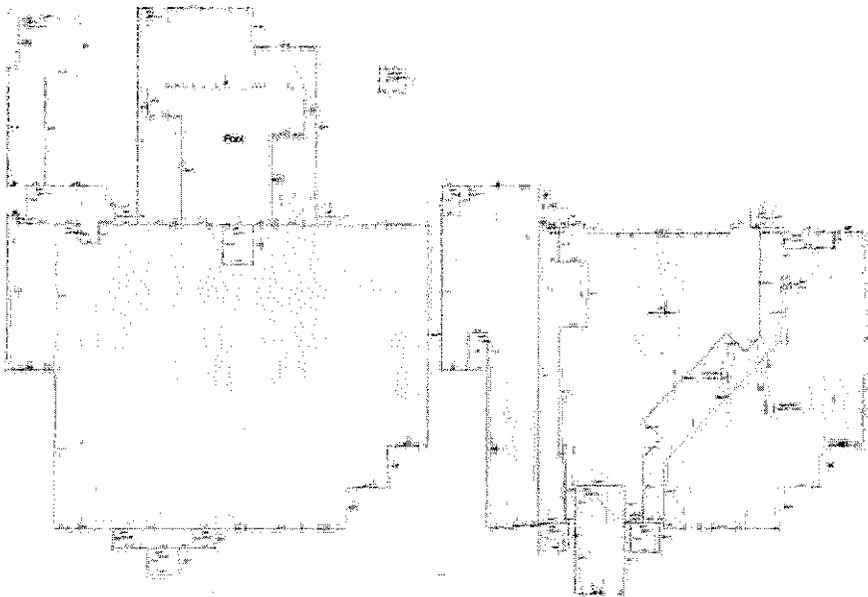
Building Type	Condition E	Quality Grade 500
Effective Age 11	Perimeter 1,629	Depreciation % 13
Year Built 2002	Special Arch 0	Grnd Floor Area 36,828
Functional Obs 0	Economic Obs 0	

Inclusions:

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

Extra Features:

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



Sections:

Nbr	Type	Ext Wall	# Stories	Year Built	Attic	A/C	Basement %	Finished Basement %	Area
0	OPF		1	2002					8,205
1	FLA	8:METAL/ALUM	1	2002		Y			23,765
2	OPF		1	2002					351

3	SBF	1	2002		99	
4	DUF	1	2002		180	
5	CPL	1	2002		1,577	
6	SBF	1	2002		765	
7	OPX	1	2002		1,671	
8	SBF	1	2002		88	
9	SBF	1	2002		252	
10	SBF	1	2002		88	
11	PTO	1	2002		4,824	
12	DUF	1	2002		99	
13	OPF	1	2002		44	
14	FLA	1	2002	Y	5,578	
15	OUF	1	2002		126	
16	SBF	1	2002		153	
17	OPX	1	2002		1,876	
18	OUF	1	2002		182	
19	OPX	1	2002		1,200	
20	SBF	1	2002		196	
22	FLA	8:METAL/ALUM	1	2002	Y	7,485
23	OPF	1	2002		2,135	
25	SBF	1	2002		88	
26	OPX	1	2002		192	
27	OUF	1	2002		25	

Interior Finish:

Section Nbr	Interior Finish Nbr	Type	Area %	Sprinkler	A/C
	1	1 STY STORE-A	100	Y	Y
	953	PARKING GARAGE	100	Y	N
	954	ELEC/TELEPHONE ETC A	100	Y	N
	955	ELEC/TELEPHONE ETC A	100	Y	N
	956	ELEC/TELEPHONE ETC A	100	Y	N
	957	ELEC/TELEPHONE ETC A	100	Y	N
	958	ELEC/TELEPHONE ETC A	100	Y	N
	959	1 STY STORE-A	100	Y	Y
	960	ELEC/TELEPHONE ETC A	100	Y	N
	961	ELEC/TELEPHONE ETC A	100	Y	N
	963	ELEC/TELEPHONE ETC A	100	Y	N

Exterior Wall:

Interior Finish Nbr	Type	Area %
1	METAL SIDING	100

Building 2 Details

Building Type
 Effective Age 11
 Year Built 1996
 Functional Obs 0

Condition E
 Perimeter 170
 Special Arch 0
 Economic Obs 0

Quality Grade 400
 Depreciation % 13
 Grnd Floor Area 1,500

Inclusions:

Roof Type
 Heat 1
 Heat Src 1

Roof Cover
 Heat 2
 Heat Src 2

Foundation
 Bedrooms 0

Extra Features:

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

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



Sections:

Nbr	Type	Ext Wall	# Stories	Year Built	Attic A/C	Basement %	Finished Basement %	Area
1	FLA		1	1996				1,500
2	OPU		1	1996				228
3	OUU		1	1996				16

Interior Finish:

Section Nbr	Interior Finish Nbr	Type	Area %	Sprinkler	A/C
	948	WAREHOUSE/MARINA D	100	N	N
	949	OPU	100	N	N
	950	OUU	100	N	N

Exterior Wall:

Interior Finish Nbr	Type	Area %
300	MIN WOOD SIDING	40
301	C.B.S.	60

Building 3 Details

Building Type
 Effective Age 11
 Year Built 1998
 Functional Obs 0

Condition E
 Perimeter 152
 Special Arch 0
 Economic Obs 0

Quality Grade 400
 Depreciation % 13
 Grnd Floor Area 560

Inclusions:

Roof Type
 Heat 1
 Heat Src 1

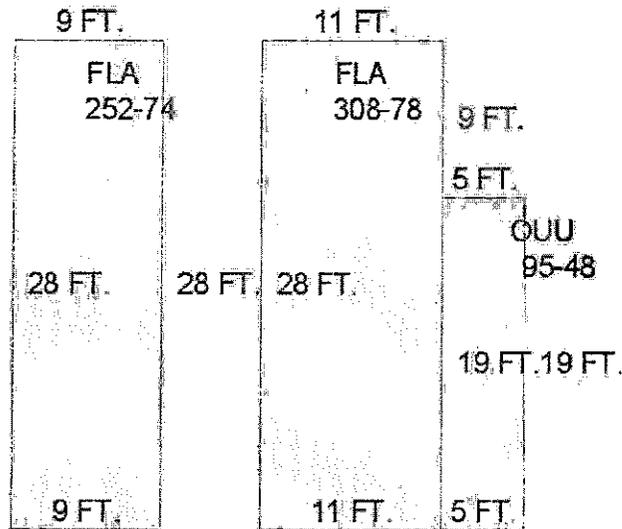
Roof Cover
 Heat 2
 Heat Src 2

Foundation
 Bedrooms 0

Extra Features:

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

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



Sections:

Nbr	Type	Ext Wall	# Stories	Year Built	Attic	A/C	Basement %	Finished Basement %	Area
1	FLA		1	1998					252
2	FLA		1	1998					308
3	OUU		1	1998					95

Interior Finish:

Section Nbr	Interior Finish Nbr	Type	Area %	Sprinkler	A/C
	951	SERVICE STATION-A-	100	Y	Y
	952	OFF BLDG 1 STY-A	100	Y	Y

Exterior Wall:

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

Misc Improvement Details

Nbr	Type	# Units	Length	Width	Year Built	Roll Year	Grade	Life
1	CL2:GH LINK FENCE	1,830 SF	305	6	1964	1965	1	30
2	AC2:WALL AIR COND	1 UT	0	0	1995	1996	1	20
3	UB2:UTILITY BLDG	48 SF	8	6	1995	1996	1	50
4	UB2:UTILITY BLDG	60 SF	10	6	1995	1996	1	50
5	DK4:WOOD DOCKS	3,504 SF	219	16	1995	1996	4	40
6	FN2:FENCES	681 SF	227	3	1995	1996	2	30

7	FN2:FENCES	348 SF	58	6	1995	1996	2	30
8	CL2:CH LINK FENCE	750 SF	125	6	1995	1996	2	30
9	DK4:WOOD DOCKS	4,470 SF	447	10	1995	1996	5	40
10	DK4:WOOD DOCKS	2,576 SF	184	14	1994	1995	5	40
11	DK4:WOOD DOCKS	81 SF	9	9	1994	1995	5	40
12	UB3:LC UTIL BLDG	800 SF	8	100	1997	1998	1	30
13	UB3:LC UTIL BLDG	60 SF	6	10	1997	1998	1	30
14	TK2:TIKI	20 SF	4	5	1997	1998	1	40
15	FN2:FENCES	2,452 SF	613	4	2001	2002	5	30
16	PT3:PATIO	6,408 SF	267	24	2001	2002	2	50
17	PT2:BRICK PATIO	266 SF	19	14	2001	2002	2	50
18	PT2:BRICK PATIO	464 SF	29	16	2001	2002	2	50
19	PT2:BRICK PATIO	220 SF	22	10	2001	2002	2	50
20	PO5:COMM POOL	3,300 SF	0	0	2001	2002	2	50
21	WF2:WATER FEATURE	2 UT	0	0	2001	2002	5	20
22	TK2:TIKI	324 SF	18	18	2001	2002	5	40
23	PT2:BRICK PATIO	1,000 SF	0	0	2003	2004	2	50

Appraiser Notes

2002-08-26 - TPP ACCOUNTS: ****CHARTERS**** 8859716 - CONCH HARBOR, 8796862 - BUMGARTNER, JOHN - COWBOY CHARTERS, 8928754 - GOODSON, L - SEABLASTER, 8939470 - KING, ALLEN - AFTERNOON DELIGHT, 8955651 - KRINITT, DENNIS - KRINITT YACHT, 8874162 - LAMPE, DANNY - TORTUGA BY, 8970864 - LENNON, RALPH - SAIL FISH, 8938744 - NORTH TIM - JE-ME-CA, 8702345 - REEF EXPLORER, 8955783 - REEVES, LEE - VACATION YACHT, 8941208 - WHISKER CHARTERS, 9022267 - CARTER BARRY - BLUEFIN H E II,

2007-01-17-C.O.#6649 ISSUED FOR 400SF BUILD OUT FOR OFFICE-SKI

2004-09-24 - VALUE REDUCED TO \$7,225,000 WITH \$3,995,000 ALLOCATED TO THE SUBMERGED LAND BOAT SLIPS WHICH WERE RECENTLY CONDOIZED, AS PER KARL BORGLUM, BCS, 2003-03-12 - BLDG #1 = CONCH HARBOR STORES, BLDG.#2 = WAREHOUSE, BLDG.#3 = TEXACO, 2002-08-26 - TPP ACCOUNTS: ****CHARTERS**** 8859716 - CONCH HARBOR 8796862 - BUMGARTNER, JOHN - COWBOY CHARTERS 8928754 - GOODSON, L - SEABLASTER 8939470 - KING, ALLEN - AFTERNOON DELIGHT 8955651 - KRINITT, DENNIS - KRINITT YACHT 8874162 - LAMPE, DANNY - TORTUGA BY 8970864 - LENNON, RALPH - SAIL FISH 8938744 - NORTH TIM - JE-ME-CA 8702345 - REEF EXPLORER 8955783 - REEVES, LEE - VACATION YACHT 8941208 - WHISKER CHARTERS 9022267 - CARTER BARRY - BLUEFIN H E II

2004-06-09 THE CO#3354 ISSUED ON 01-27-04 IS FOR THE REAL ESTATE OFFICE 1,000SF.-SKI

2004-06-09 THE CO#3354 ISSUED ON 01-27-04 IS FOR THE REAL ESTATE OFFICE 1,000SF.-SKI

Building Permits

Bldg Number	Date Issued	Date Completed	Amount	Description	Notes	
43	06-5364	10/17/2006	12/21/2006	2,000	Commercial	INSTALL SIX OUTLETS AND EXIST LITE'
42	06-5362	10/16/2006	12/21/2006	5,700	Commercial	BUILD-OUT 400SF OFFICE SPACE . METAL STUD WALLS21'x6"
39	06-4524	08/08/2006	11/07/2006	13,250	Commercial	INTERIOR BUILD - OUT OF RETAIL SPACE WORK ONLY INSULATION, DRYWALL
49	06-4526	08/08/2006	11/07/2006	5,000	Commercial	INSTALL 14 LIGHT FIXTURES
41	06-4525	09/22/2006	11/07/2006	3,000	Commercial	INSTALL WATERLINE & DRAIN
44	06-6070	11/07/2006	12/21/2006	4,500	Commercial	SHELL CO FOR COMMERCIAL UNIT 400SF,AND ELECTRIC

45	06-6072	11/07/2006	12/21/2006	2,300	Commercial	INSTALL 6 NEW OUTLETS, SMOKE DETECTOR, HANGING LITES
46	08-0055	01/25/2008	01/25/2008	40,000	Commercial	REPLACE APPROX. 16,649 CF OF POSSIBLE REMMANT PETROLEUM IMPACTED SOIL
	4221	04/11/2007	04/11/2007	0	Commercial	ISSUED C/O
1	B953062	09/01/1995	11/01/1996	45,000	Commercial	FUEL CONTAINMENT BLDG
2	E954124	11/01/1995	11/01/1996	2,000	Commercial	ELECTRICAL
3	B954326	12/01/1995	11/01/1996	12,000	Commercial	ROOF OVER FUEL CONTAINMEN
4	96-0664	02/01/1996	11/01/1996	10,000	Commercial	ELECTRIC
5	96-0890	02/01/1996	11/01/1996	8,000	Commercial	ELECTRIC
6	96-1163	03/01/1996	11/01/1996	120,000	Commercial	TANKS
7	96-1597	04/01/1996	11/01/1996	1,170	Commercial	FIRE ALARM
8	96-1669	04/01/1996	11/01/1996	2,800	Commercial	FENCE
9	96-1765	04/01/1996	11/01/1996	1,500	Commercial	ELECTRIC
12	96-1878	05/01/1996	11/01/1996	5,000	Commercial	FENCE
10	96-1470	04/01/1996	11/01/1996	250	Commercial	SIGN
13	96-3313	08/01/1996	11/01/1996	1,500	Commercial	SIGN
14	96-3318	08/01/1996	11/01/1996	21,000	Commercial	RENOVATIONS
15	96-3705	09/01/1996	11/01/1996	50,000	Commercial	PLUMBING
16	9604422	11/01/1996	11/01/1996	1,500	Commercial	ELECTRIC
21	9604613	12/24/1997	11/02/1998	18,500		BATH HOUSE & RESTROOMS
22	9801334	04/23/1998	11/02/1998	4,000		ELECTRICAL
23	9801740	06/02/1998	11/02/1998	5,000		ELECTRICAL
11	9601488	04/01/1996	11/02/1998	55,000	Commercial	PLUMBING
17	9604787	12/17/1986	11/02/1998	95,000		NEW STRUCTURE
18	9700182	01/24/1997	11/02/1998	2,000		ELECTRICAL
19	97-0220	01/29/1997	11/02/1998	1,961		ROOF
20	97-0222	01/29/1997	11/02/1998	4,000		PLUMBING
25	99-3570	10/19/1999	12/15/1999	48,000		ELECTRICAL
24	99-2306	09/27/1999	10/25/1999	73,404		RENOVATIONS WEIGHT STATIO
26	01-0584	03/01/2001	12/12/2002	116,000	Commercial	STORE BUILD OUT
31	02-2541	11/13/2002	12/12/2002	55,500	Commercial	ELECTRIC UPDATE
27	01-2080	05/25/2001	12/12/2002	100,000	Commercial	FOUNDATION
32	02-3181	12/09/2002	12/12/2002	7,000	Commercial	PAINT
33	02-3360	12/19/2002	12/12/2002	1,970	Commercial	INSTALL SIGN
28	01-2265	06/12/2001	12/12/2002	66,000	Commercial	ELECTRIC
29	01-3208	02/26/2002	12/12/2002	2,500,000	Commercial	POOL & SPA COM. 77X113
30	01-2286	07/30/2002	12/12/2002	3,228,400	Commercial	NEW INDUSTRIAL
36	03-1293	04/28/2003	10/28/2003	23,000	Commercial	INSTALL 4 GREASE HOODS
37	03-1295	04/28/2003	10/28/2003	1,700	Commercial	INSTALL FIRE SPRINKLERS
34	03-2519	01/27/2003	01/27/2004	30,200	Commercial	A/C
35	02-3128	01/27/2003	10/28/2003	648,000	Commercial	ROOF, INTERIOR & ELECTRICAL - MONTY'S
38	03-3374	09/23/2003	12/15/2003	3,000	Commercial	BIKE PARKING PAVERS

Parcel Value History

Certified Roll Values.

[View Taxes for this Parcel.](#)

Roll Year	Total Bldg Value	Total Misc Improvement Value	Total Land Value	Total Just (Market) Value	Total Assessed Value	School Exempt Value	School Taxable Value
2012	3,962,630	466,533	4,796,605	7,700,000	7,628,135	0	7,700,000
2011	4,010,093	484,885	4,796,605	6,934,669	6,934,669	0	6,934,669
2010	4,099,273	501,439	7,359,367	7,700,000	7,700,000	0	7,700,000
2009	5,226,384	520,048	6,952,235	10,000,000	10,000,000	0	10,000,000
2008	5,226,384	536,641	6,952,235	12,715,260	12,715,260	0	12,715,260
2007	3,697,609	313,426	9,931,739	10,120,957	10,120,957	0	10,120,957
2006	3,697,609	464,190	6,546,334	8,670,000	8,670,000	0	8,670,000
2005	3,776,267	429,257	6,546,334	7,225,000	7,225,000	0	7,225,000
2004	3,034,779	485,419	6,546,334	7,225,000	7,225,000	0	7,225,000
2003	3,034,779	500,596	6,178,903	9,714,278	9,714,278	0	9,714,278
2002	169,585	255,377	4,366,499	6,965,778	6,965,778	0	6,965,778
2001	169,585	263,618	4,366,499	6,965,778	6,965,778	0	6,965,778
2000	166,611	179,942	2,636,477	5,399,218	5,399,218	0	5,399,218
1999	173,656	185,446	2,161,957	1,700,000	1,700,000	0	1,700,000
1998	69,111	187,785	2,161,957	1,700,000	1,700,000	0	1,700,000
1997	69,111	193,222	2,026,850	1,700,000	1,700,000	0	1,700,000
1996	16,435	104,743	2,026,850	1,700,000	1,700,000	0	1,700,000
1995	0	73,610	2,026,850	1,700,000	1,700,000	0	1,700,000
1994	0	75,885	2,026,597	1,700,000	1,700,000	0	1,700,000
1993	0	79,061	2,026,597	2,105,658	2,105,658	0	2,105,658
1992	0	6,887	2,026,597	1,739,655	1,739,655	0	1,739,655
1991	0	6,887	2,026,597	2,033,484	2,033,484	0	2,033,484
1990	0	6,887	2,026,597	2,033,484	2,033,484	0	2,033,484
1989	57,263	28,880	2,471,460	2,557,603	2,557,603	0	2,557,603
1988	53,784	28,880	2,141,932	2,224,596	2,224,596	0	2,224,596
1987	52,563	28,880	1,230,787	1,312,230	1,312,230	0	1,312,230
1986	51,044	28,880	1,230,787	1,310,711	1,310,711	0	1,310,711
1985	50,044	28,880	935,207	1,014,131	1,014,131	0	1,014,131
1984	48,508	28,880	935,207	1,012,595	1,012,595	0	1,012,595
1983	48,508	28,880	612,817	690,205	690,205	0	690,205
1982	42,072	28,880	318,954	389,906	389,906	0	389,906

Parcel Sales History

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

Sale Date	Official Records Book/Page	Price	Instrument	Qualification
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1/28/2010	2450 / 2196	7,700,000	WD	30
5/2/2007	2292 / 1354	14,900,000	WD	Q
1/29/1999	1560 / 0056	7,000,000	WD	Q
12/1/1993	1287 / 0266	1,700,000	WD	Q

This page has been visited 8,101 times.

Monroe County Property Appraiser
Karl D. Borglum
P.O. Box 1176
Key West, FL 33041-1176

Public Notices
(radius map & mailing list)

Public Meeting Notice

The Key West Planning Board will hold a public hearing at 6:00 p.m., November 15, 2012 at Old City Hall, 510 Greene Street, Key West, Florida, (Behind Sloppy Joe's Bar). The purpose of the hearing will be to consider a request for:

Major Development Plan - 951 Caroline Street (RE# 00002970-000000) – A request to amend a Major Development Plan and Conditional Use approval (CC Res. 99-225) in the HRCC-2 zoning district per Section 108-91(A.)(2)(b); and minimum landscaped areas per Section 108-412(a) and to modify landscaping standards along street frontage per Section 108-413(b) of the Land Development Regulations of the Code of Ordinances of the City of Key West.

Variances - 951 Caroline Street (RE# 00002970-000000) – A request in the HRCC-2 zoning district for building coverage, impervious surface ratio, front-yard and street-side setback per Section 122-720 (4) a. & b. and (6) a. & d. and parking requirements per Section 108-572(16) of the Land Development Regulations of the Code of Ordinances of the City of Key West.

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

YOU ARE WITHIN 300 FEET OF THE SUBJECT PROPERTY

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

Major Development Plan - 951 Caroline Street (RE# 00002970-000000) – A request to amend a Major Development Plan and Conditional Use approval (CC Res. 99-225) in the HRCC-2 zoning district per Section 108-91(A.)(2)(b); and minimum landscaped areas per Section 108-412(a) and to modify landscaping standards along street frontage per Section 108-413(b) of the Land Development Regulations of the Code of Ordinances of the City of Key West.

Variations - 951 Caroline Street (RE# 00002970-000000) – A request in the HRCC-2 zoning district for building coverage, impervious surface ratio, front-yard and street-side setback per Section 122-720 (4) a. & b. and (6) a. & d. and parking requirements per Section 108-572(16) of the Land Development Regulations of the Code of Ordinances of the City of Key West.

Applicant:	Trepanier & Associates	Owner:	Conch Harbor Retail Center, LLC
Project Location:	951 Caroline	Date of Hearing:	Thursday, November 15, 2012
Time of Hearing:	6:00 PM	Location of Hearings:	Old City Hall, 510 Greene City Commission Chambers

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

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

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

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

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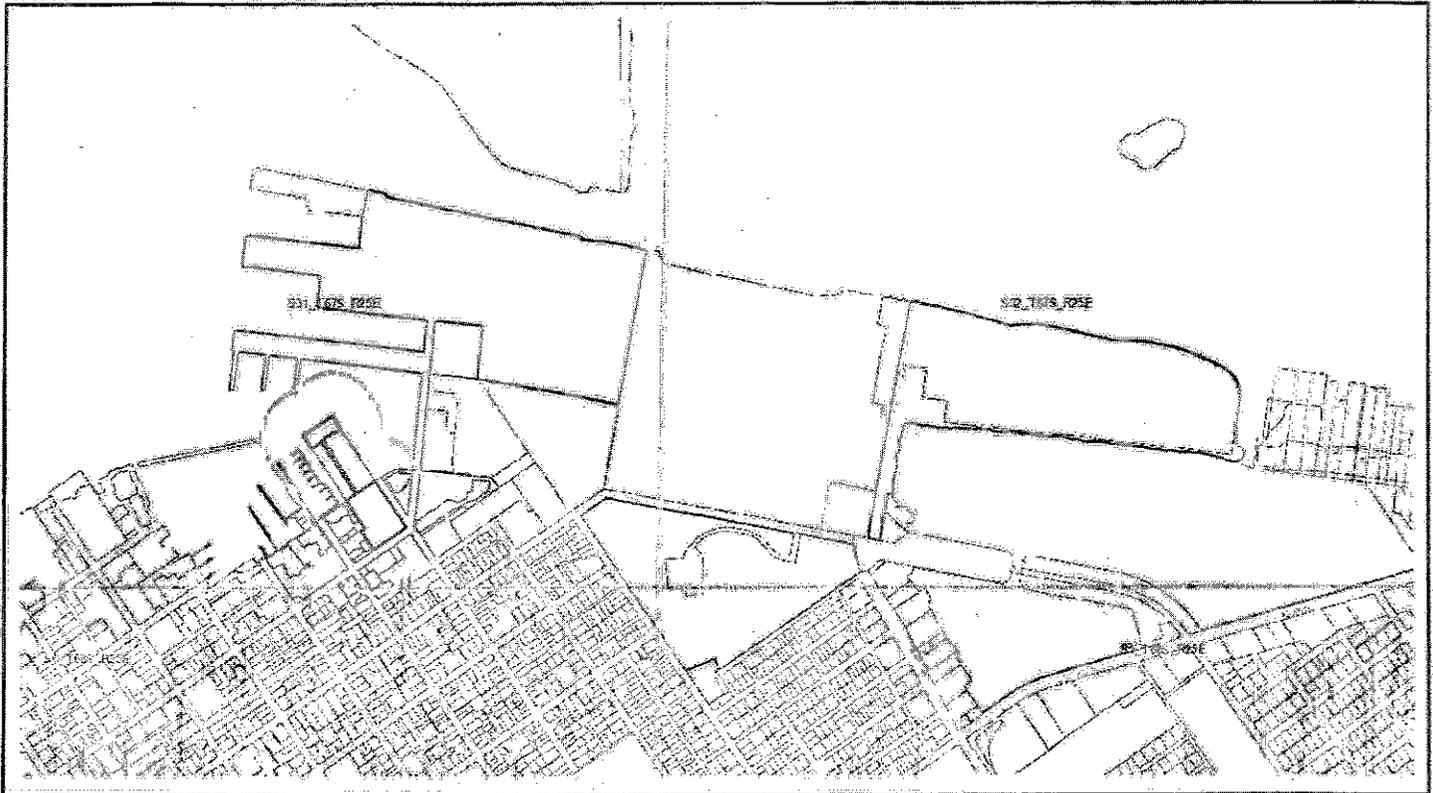
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Monroe County, Florida

951 Caroline

Printed: Nov 01, 2012



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

NAME	ADDRESS	UNIT	CITY	STATE	ZIP	COUNTRY
1 FOURNIER FRANK III	17 HARLOW AVE		NORTHAMPTON	MA	01060	
2 CLARKE KALO & PEDERSON KIM (H/W)	29 FRONT ST #2		MARBLEHEAD	MA	01945	
3 LYON DAUN E	282 N PINE CREEK RD		FAIRFIELD	CT	06824	
4 TANDA LLC	56 STONE RIDGE LN		TRYON	NC	28782	
5 UNITED STATES OF AMERICA	VACANT LAND TRUMBO RD		ATLANTA	GA	30345	
6 ENSCRIBNER LLC	3776 E MILLERS BRIDGE RD		TALLAHASSEE	FL	32312	
7 BEK-GRAN PATRICK	305 GRINNELL ST	UNIT C301	KEY WEST	FL	33040	
8 STEAMPLANT CONDOMINIUMS LLC	201 FRONT ST STE 224		KEY WEST	FL	33040	
9 ALSOBROOKS MELISSA K	305 GRINNELL ST	UNIT C101	KEY WEST	FL	33040	
10 STEAMPLANT	281 TRUMBO RD		KEY WEST	FL	33040	
11 IRIZARRY ANTONIO JR AND JUDILYNN	301 GRINNELL ST	UNIT A203	KEY WEST	FL	33040	
12 CURRY GAY M	303 GRINNELL ST	UNIT B203	KEY WEST	FL	33040	
13 FELSHER ALLYSON M	301 GRINNELL ST	UNIT A204	KEY WEST	FL	33040	
14 PIERCE MEAGAN M	303 GRINNELL ST	UNIT B303	KEY WEST	FL	33040	
15 CONFIDENTIAL DATA F.S. 119.07	305 GRINNELL ST		KEY WEST	FL	33040	
16 DEEGAN KEVIN G	303 GRINNELL STREET	UNIT B402	KEY WEST	FL	33040	
17 BRAGHIERI ADELE	303 GRINNELL ST	UNIT B401	KEY WEST	FL	33040	
18 830 CAROLINE LLC	830 CAROLINE ST		KEY WEST	FL	33040	
19 DENNY ANDREA P	301 GRINNELL ST	UNIT A401	KEY WEST	FL	33040	
20 LOCKWOOD DALE	311 MARGARET ST		KEY WEST	FL	33040	
21 WEST SANDRA A	305 GRINNELL ST	UNIT C102	KEY WEST	FL	33040	
22 CONCH HARBOR MARINA A CONDOMINIUM	951 CAROLINE ST		KEY WEST	FL	33040	
23 SHAW EDWARD F	305 GRINNELL ST	UNIT C202	KEY WEST	FL	33040	
24 BRAHAM HEATHER	303 GRINNELL ST	UNIT B404	KEY WEST	FL	33040	
25 TIMYAN PATRICIA A REV TR 9/12/1988 AS AMENDED	52 FRONT ST		KEY WEST	FL	33040	
26 COUGHLIN EMILIA C	301 GRINNELL STREET	STE A403	KEY WEST	FL	33040	
27 MELLOR LYNN B	303 GRINNELL ST	UNIT B302	KEY WEST	FL	33040	
28 CITY OF KEY WEST	P O BOX 1409		KEY WEST	FL	33040	
29 ROY GARY P	303 GRINNELL ST	UNIT B405	KEY WEST	FL	33040	
30 LAIRD LEWIS D AND ALISON J	301 GRINNELL ST	UNIT A201	KEY WEST	FL	33040	
31 SAUNDERS FRED JR	301 GRINNELL ST	UNIT A202	KEY WEST	FL	33040	
32 BARILLAS DAVID H	303 GRINNELL ST	UNIT B301	KEY WEST	FL	33040	
33 NELSON AARON B	303 GRINNELL ST	UNIT B202	KEY WEST	FL	33040	
34 BARROSO JULIO J	301 GRINNELL ST	UNIT A404	KEY WEST	FL	33040	

NAME	ADDRESS	UNIT	CITY	STATE	ZIP	COUNTRY
35 FINIGAN ROBIN S	303 GRINNELL ST	UNIT B403	KEY WEST	FL	33040	
36 OLOUGHLIN KEVIN F AND DIANE	308 MARGARET ST	UNIT 3	KEY WEST	FL	33040	
37 BEST OF BOTH WORLDS SEAPORT LLC	3210 RIVIERA DR		KEY WEST	FL	33040	
38 INGRAM MICHAEL B	1001 WHITEHEAD ST		KEY WEST	FL	33040	
39 LAMPE DANNY A	5 PUERTA DR		KEY WEST	FL	33040	
40 SCHOTT SANDRA L	305 GRINNELL ST	UNIT C303	KEY WEST	FL	33040	
41 ALEA BROTHERS ENTERPRISES LLC	1025 JOHNSON ST		KEY WEST	FL	33040	
42 RAILWAY CONDOMINIUM	301-303-305 GRINNELL ST		KEY WEST	FL	33040	
43 SILVA EDUARDO M	301 GRINNELL ST	UNIT A303	KEY WEST	FL	33040	
44 PRITCHARD JESSICA	301 GRINNELL ST	UNIT 305	KEY WEST	FL	33040	
45 BELL DAVID T	305 GRINNELL ST	UNIT C201	KEY WEST	FL	33040	
46 WILD WILLIAM H AND JUDITH A	301 GRINNELL ST	UNIT A205	KEY WEST	FL	33040	
47 MAURER GOTTFRIED AND VIRGINIA L	1442 LONG BEACH RD		BIG PINE KEY	FL	33043	
48 WOLSCZAK ANDREW AND PATRICIA	120 PIRATES COVE DR		MARATHON	FL	33050	
49 CONCH SLIP LLC	9900 SW 92ND AVE		MIAMI	FL	33176	
50 MEUSER STANLEY	5050 N OCEAN DR		WEST PALM BEACH	FL	33404	
51 RUFFOLO ROBERT FRANCIS	126 BOSPHOROUS AVE		TAMPA	FL	33606	
52 YUNKER RAY	3108 SE 22ND AVE		CAPE CORAL	FL	33904	
53 CARROLL JAMES P AND JAMES T	12734 KENWOOD LN		FT MYERS	FL	33907	
54 CONCH LLC	11290 LONGWATER CHASE		FORT MYERS	FL	33908	
55 JENJEY LLC	P O BOX 990		SANIBEL	FL	33957	
56 FFM BOAT INC	7001 POST ROAD	STE 200	DUBLIN	OH	43016	
57 HOWARD DAVID B AND BETH M	2525 N LAKE LEELANAU DR		LAKE LEELANAU	MI	49653	
58 HOWARD DAVID B AND BETH M	2525 N LAKE LEELANAU DR		LAKE LEELANAU	MI	49653	
59 JOHNSON KENNETH URBAN 2006 REV LIV TR 12/15/2006	2201 WILLIAMS POINT DR		STOUGHTON	WI	53589	
60 MCCALL SUSAN 1993 TR	22431 GILMORE ST		WEST HILLS	CA	91307	
61 MIKE LORIA	22431 GILMORE ST		WEST HILLS	CA	91307	
62 DOE BRIAN D AND JULIE C	47 W SHORE RD		WINDHAM	NH	03087-2115	
63 MAKRIS MARGARET L REV TR	11204 OAK LEAF DR		SILVER SPRING	MD	20901-1313	
64 TOWER EQUITIES RE INC	PO BOX 690785		CHARLOTTE	NC	28227-7014	
65 ALEA DAVID AND ELAINE R	1025 JOHNSON ST		KEY WEST	FL	33040-4825	
66 CONCH HARBOR RETAIL CENTER LLC	951 CAROLINE ST		KEY WEST	FL	33040-6636	
67 PAGE CYNTHIA L	301 GRINNELL ST APT 302		KEY WEST	FL	33040-6917	
68 GAMMELL LOU W	301 GRINNELL ST APT 301		KEY WEST	FL	33040-6917	

NAME	ADDRESS	UNIT	CITY	STATE	ZIP	COUNTRY
69 BROWN JULIE N	301 GRINNELL ST	UNIT A304	KEY WEST	FL	33040-6917	
70 MILLER WADE B	305 GRINNELL ST APT 302		KEY WEST	FL	33040-6933	
71 CAMP LAURA LEA	305 GRINNELL ST APT 202C		KEY WEST	FL	33040-6933	
72 THE UTILITY BOARD OF THE CITY OF KEY WEST	1001 JAMES ST		KEY WEST	FL	33040-6935	
73 LANGLEY MARK H	310 MARGARET ST		KEY WEST	FL	33040-6938	
74 CARRICO CHRISTOPHER L	303 GRINNELL ST	UNIT B304	KEY WEST	FL	33040-6959	
75 FALCONER MARY A	303 GRINNELL ST	UNIT B205	KEY WEST	FL	33040-6959	
76 MILLER WAYNE H	303 GRINNELL ST APT 204B		KEY WEST	FL	33040-6959	
77 COX PAULA	303 GRINNELL ST APT 305B		KEY WEST	FL	33040-6959	
78 FURY MANAGEMENT INC	412 WHITE ST		KEY WEST	FL	33040-6960	
79 CLEMENTS THOMAS III	1025 FLEMING ST		KEY WEST	FL	33040-6962	
80 HECK RONALD K	908-1 TERRY LN		KEY WEST	FL	33040-7333	
81 STEAMPLANT NO 19	3340 N ROOSEVELT BLVD STE 6		KEY WEST	FL	33040-8021	
82 SMITH WAYNE LARUE &	PO BOX 1456		KEY WEST	FL	33041-1456	
83 MUCCINO JANET M	PO BOX 4386		KEY WEST	FL	33041-4386	
84 HARLOW JAMES MYRON DEC TR 12/7/2001	16657 HOLLY LN		SUMMERLAND	KI FL	33042-3508	
85 MACKENZIE DREW IRA	191 PEARL AVE		TAVERNIER	FL	33070-2421	
86 GANEM JOSEPH E AND MIRIAM ELAINE	1501 SE 9TH ST		FORT LAUDERDA	FL	33316-1411	
87 KEY WEST 07 LLC	508 SW 12TH AVE		DEERFIELD BEAC	FL	33442-3110	
88 I-4 VENTURES LLC	12327 FORT KING HW		THONOTOSASSA	FL	33592-2602	
89 BEAVER MICHAEL D AND LINDA Y	1311 SCOTTISLAND DR		LAKELAND	FL	33813-3796	
90 MOURIZ LAZARO J AND MARY E	4125 SW 27TH AVE		CAPE CORAL	FL	33914-5480	
91 BAR HOPPER LLC	PO BOX 11452		NAPLES	FL	34101-1452	
92 HAUBERT ERIC J AND KRISTEN WINTERS REV TR 5/25/06	7912 HICKORY AVE		RUSSELLS POINT	OH	43348-9678	
93 FISK CAROL BUCKLEY REVOCABLE TRUST 3/5/2003	20 HILLARY FARM LN		SAINT PAUL	MN	55110-5934	
94 ALDEN PAULETTE BATES	4900 WASHBURN AVE S		MINNEAPOLIS	MN	55410-1814	
95 CANNON ROGER	PO BOX 8666		ROLLING MEADO	IL	60008-8666	
96 CONCH HARBOR RENTAL SERVICES LLC	3810 W ALABAMA ST		HOUSTON	TX	77027-5294	
97 AMITCH LLC	3810 W ALABAMA ST		HOUSTON	TX	77027-5294	
98 JSM HOLDINGS LLC	3810 W ALABAMA ST		HOUSTON	TX	77027-5294	
99 MOSTYN JOHN STEVEN	3810 W ALABAMA ST		HOUSTON	TX	77027-5294	
100 1993 SUSAN MCCALL TRUST	22431 GILMORE RD		WEST HILLS	CA	91307-3707	

REVISIONS	DATE



PETER FREE
ARCHITECT
REGISTERED

471 US HIGHWAY 1
SUITE 101
KEY WEST, FLA. 33040
305-856-1622

West Marine

PROJECT
CONCH HARBOR 951-955 CAROLINE ST.
KEY WEST, FLORIDA

DRAWING TITLE:
SITE PLAN

PROJECT NUMBER:
11111

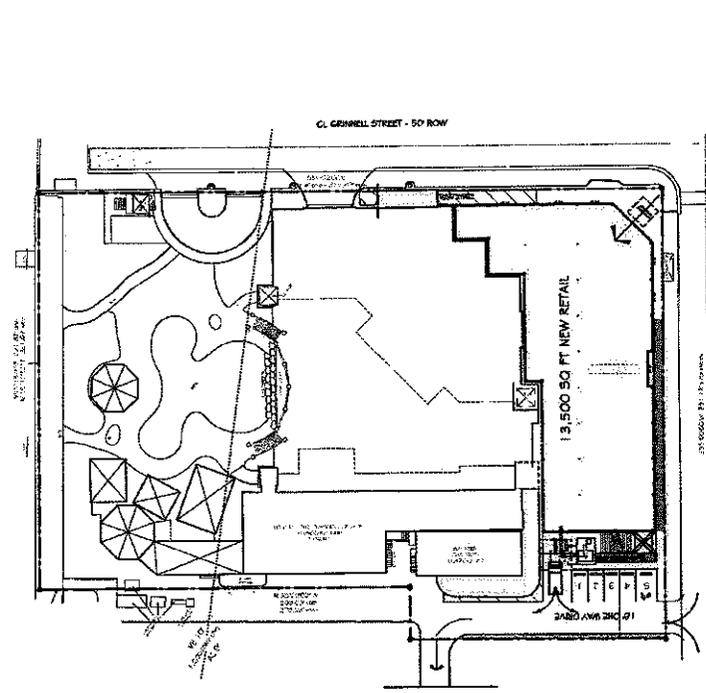
DATE:
08/20/12

SCALE:
AS SHOWN

DATE:
08/20/12

SHEET #
A-1
OF
01

PLANNING DISTRICT 10-25-12



INDEX OF DRAWINGS

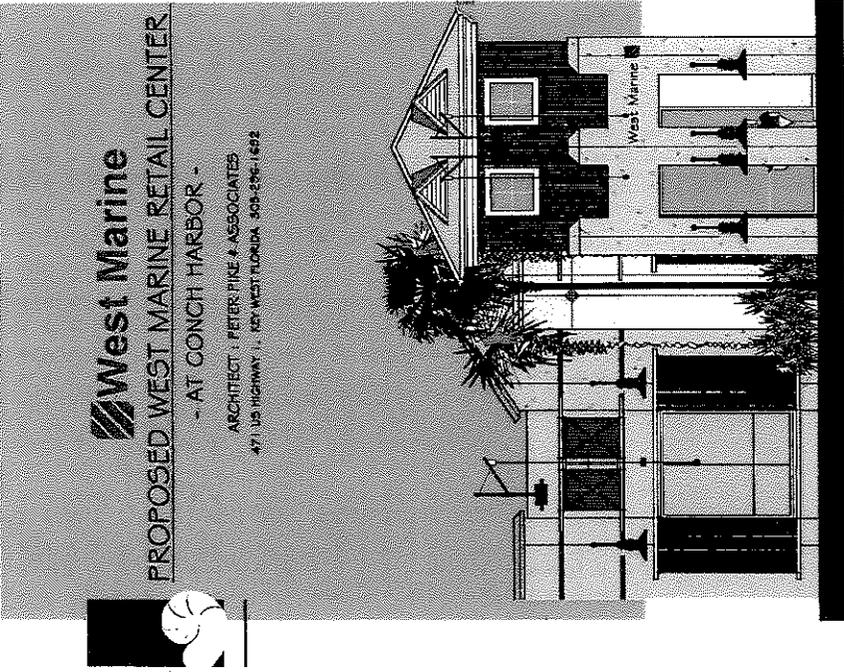
- A-1 SITE PLAN
- A-2 FIRST LEVEL PLAN
- A-3 SECOND LEVEL PLAN
- A-4 GRADE LEVEL PLAN
- A-5 PROPOSED ELEVATIONS

SCALE: 1" = 30'

PROPOSED SITE PLAN
SCALE: 1" = 30'

MAP OF SURVEY & TOPOGRAPHIC SURVEY
SECTION 21, TOWNSHIP 60 SOUTH, RANGE 25 EAST
ISLAND OF KEY WEST, FLORIDA

NOTES:
THIS PLAN BASED UPON SURVEY PROVIDED BY:
PETER FREE ARCHITECTS, 471 US HIGHWAY 1, SUITE 101, KEY WEST, FLORIDA, 33040
DATE: 08/20/12



West Marine

PROPOSED WEST MARINE RETAIL CENTER

- AT CONCH HARBOR -

ARCHITECT: PETER FREE & ASSOCIATES
471 US HIGHWAY 1, KEY WEST FLORIDA 33040-1622

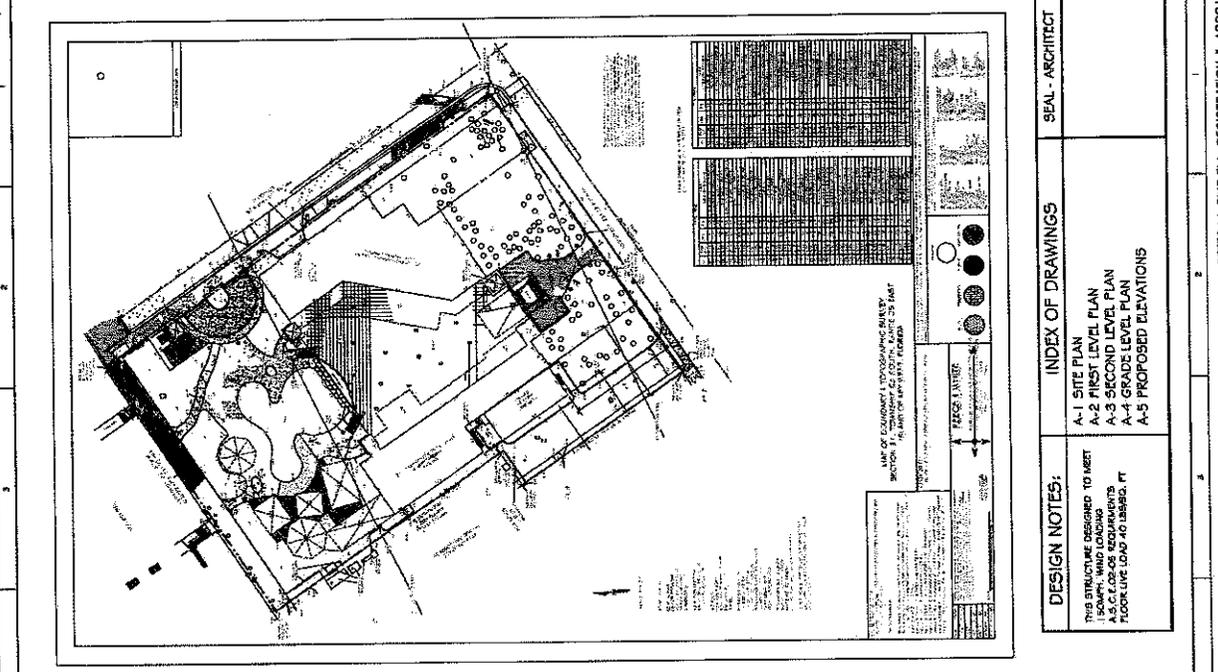
REVISIONS	DATE

West Marine
 ARCHITECT
 471 US HIGHWAY 1
 SUITE 101
 KEY WEST, FLA. 33040
 305-293-1092
 PETER PIKE
 ARCHITECT

West Marine
 PROJECT
 CONCH HARBOR 961-855 CAROLINE ST.
 KEY WEST, FLORIDA

DRAWING TITLE: SITE PLAN DATA
 NO. OF SHEETS: 5
 SHEET # A-2 OF 2

PLANNING SET 10-25-12



INDEX OF DRAWINGS	SEAL - ARCHITECT
DESIGN NOTES: THIS PROJECT IS REQUIRED TO MEET LOCAL AND FEDERAL A.S.C. 02-05 REQUIREMENTS FLOOR LIVE LOAD 40 LBS/SQ. FT	INDEX OF DRAWINGS A-1 SITE PLAN A-2 FIRST LEVEL PLAN A-3 SECOND LEVEL PLAN A-4 GRADE LEVEL PLAN A-5 PROPOSED ELEVATIONS

ATTACHED INFORMATION	
<p>West Marine PROPOSED WEST MARINE RETAIL CENTER - AT CONCH HARBOR - ARCHITECT: PETER PIKE & ASSOCIATES 471 US HIGHWAY 1, KEY WEST, FLORIDA 330-293-1092</p>	
<p>FLORIDA COUNTY PLANNING AND TECHNICAL DIVISION 891 - 524 COUNTRY ST., KEY WEST, FLORIDA</p>	
<p>SITE DATA: 09-13-12</p> <p>SITE ANALYSIS - EXISTING</p> <p>EXISTING ZONING: COMMERCIAL GENERAL (CG)</p> <p>EXISTING USE: RETAIL</p> <p>EXISTING LOT AREA: 10,000 SQ. FT.</p> <p>EXISTING LOT DIMENSIONS: 100 FT. X 100 FT.</p> <p>EXISTING LOT COVERAGE: 10%</p> <p>EXISTING LOT AREA: 10,000 SQ. FT.</p> <p>EXISTING LOT DIMENSIONS: 100 FT. X 100 FT.</p> <p>EXISTING LOT COVERAGE: 10%</p>	<p>SITE ANALYSIS - PROPOSED</p> <p>PROPOSED ZONING: COMMERCIAL GENERAL (CG)</p> <p>PROPOSED USE: RETAIL</p> <p>PROPOSED LOT AREA: 10,000 SQ. FT.</p> <p>PROPOSED LOT DIMENSIONS: 100 FT. X 100 FT.</p> <p>PROPOSED LOT COVERAGE: 10%</p> <p>PROPOSED LOT AREA: 10,000 SQ. FT.</p> <p>PROPOSED LOT DIMENSIONS: 100 FT. X 100 FT.</p> <p>PROPOSED LOT COVERAGE: 10%</p>
<p>COMPLIANCE</p> <p>COMPLIANCE WITH LOCAL ORDINANCES:</p> <p>COMPLIANCE WITH STATE REQUIREMENTS:</p> <p>COMPLIANCE WITH FEDERAL REQUIREMENTS:</p>	<p>LOCATION MAP</p> <p>KEY WEST</p> <p>CONCH HARBOR</p>
<p>FLOOD ZONE</p> <p>FLOOD ZONE 1E-10, 1E-1, 1E-2, 1E-3, 1E-4, 1E-5, 1E-6, 1E-7, 1E-8, 1E-9, 1E-10</p>	<p>CONTRACT NO. 12104</p> <p>DATE: 09-13-12</p> <p>SCALE: AS SHOWN</p>

PETER M. PIKE FLA. REGISTRATION # A00015199

NEVER, EVER SCALE REDUCED DRAWINGS - BAD IDEA

NO.	DATE	REVISIONS

PETER PIKE ARCHITECT
 471 US HIGHWAY 1
 SUITE 101
 KEY WEST, FLA. 33040
 905-252-1522

West Marine
 PROJECT
 CONCH HARBOR 951-655 CAROLINE ST.
 KEY WEST, FLORIDA

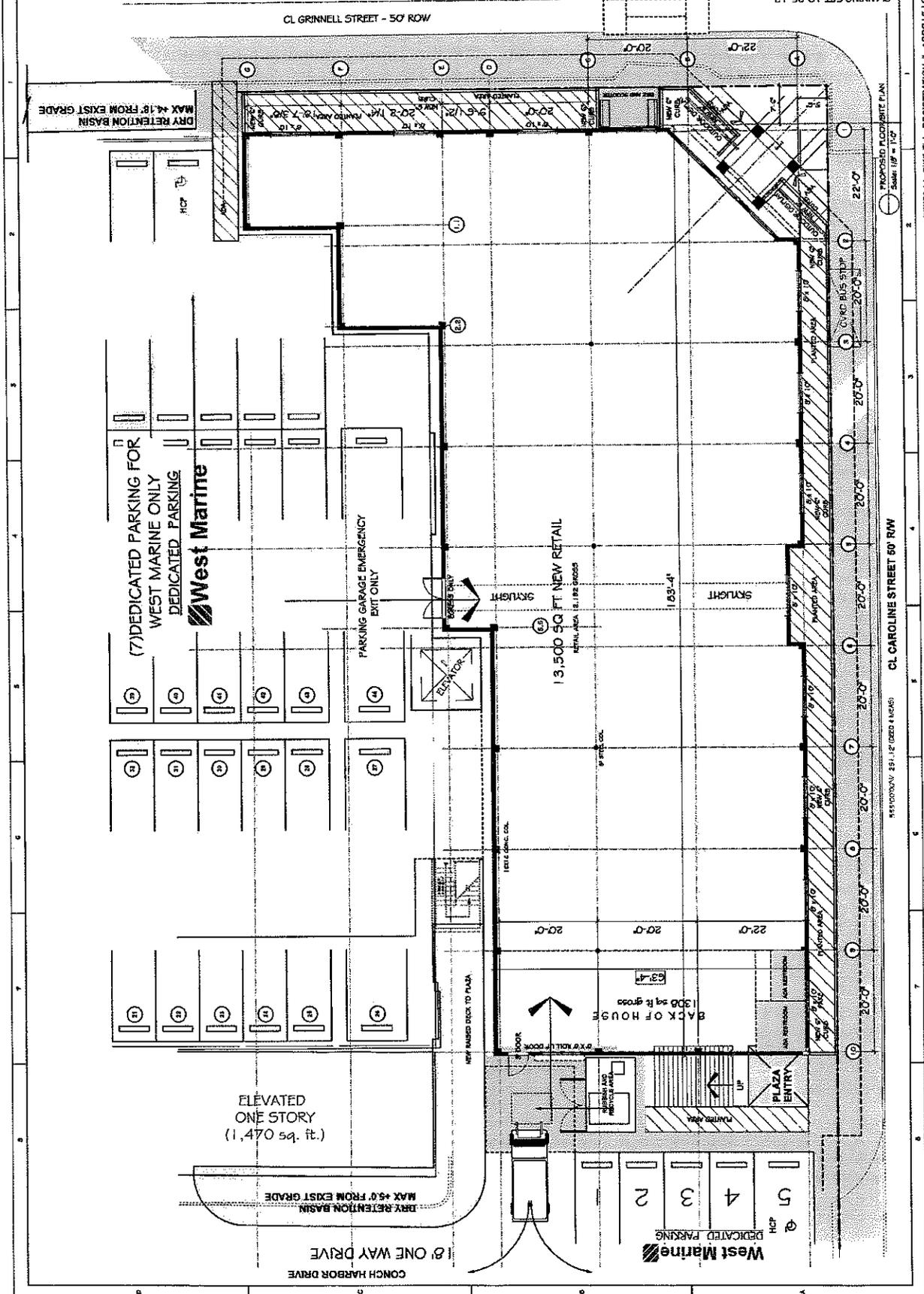
DRAWING TITLE:
 ENLARGED PLAN

PROJECT NO./USER:
 1111

DATE:
 10/25/12

SCALE:
 AS SHOWN

SHEET #
A-3
 OF
 3



PLANNING SET 10-25-12
 PROPOSED FLOOR PLAN
 SCALE: 1/8" = 1'-0"

PETER M. PIKE P.L.A. REGISTRATION # A00015199

NEVER, EVER SCALE REPRODUCED DRAWINGS - BAD IDEA

REVISIONS	DATE

PETER PIKE ARCHITECT
 ARCHITECT
 471 US HIGHWAY 1
 SUITE 101
 KEY WEST, FLA. 33090
 305-296-1682

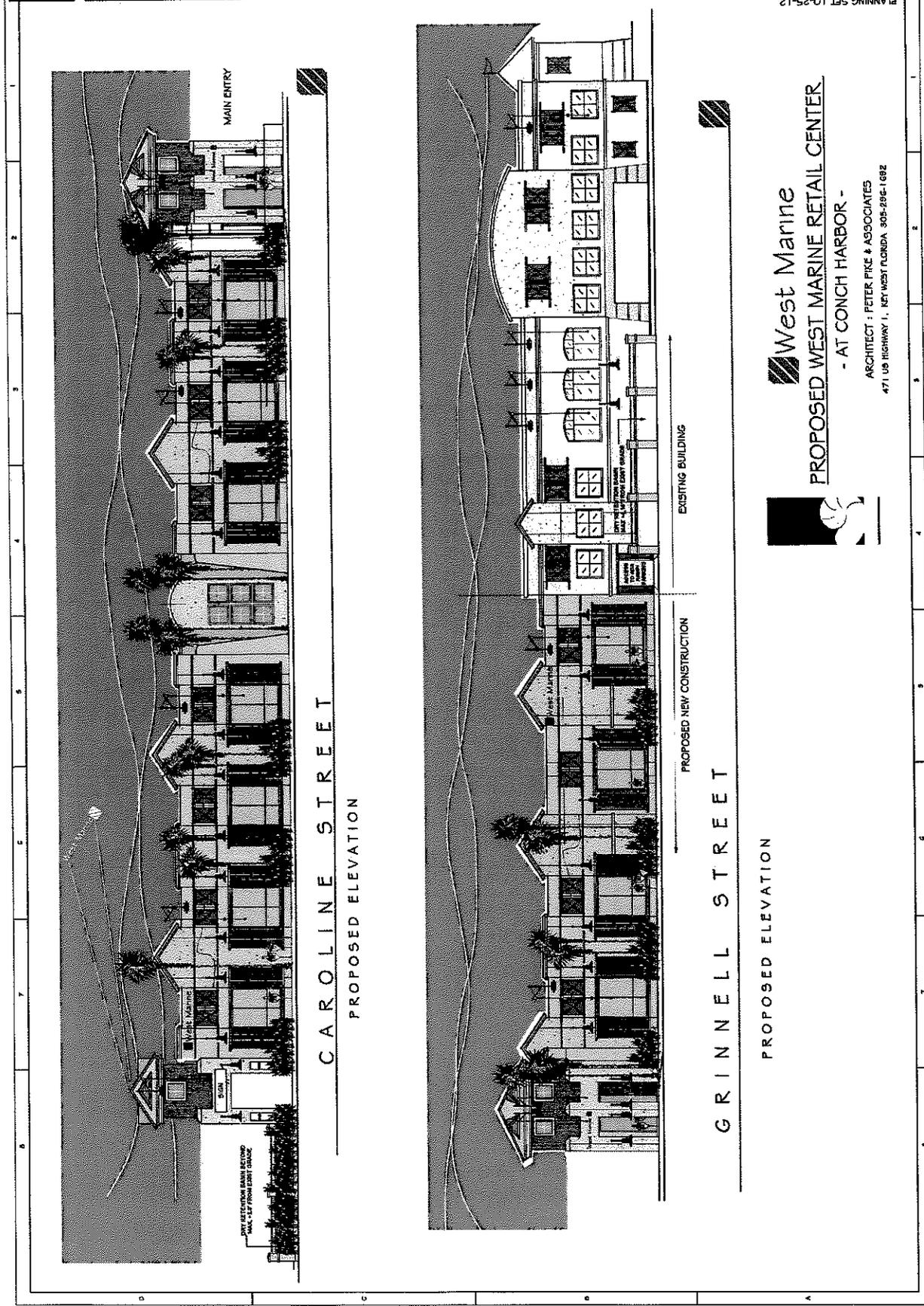


West Marine
 PROJECT
 CONCH HARBOR 981-955 CAROLINE ST
 KEY WEST, FLORIDA

DRAWING TITLE:
 EXISTING / PROPOSED
 ELEVATIONS

PROJECT NUMBER:
 DRAWING: NAME
 CHECKED: DATE
 DATE: DATE

SHEET #
A-4
 OF



West Marine
PROPOSED WEST MARINE RETAIL CENTER
 - AT CONCH HARBOR -

ARCHITECT : PETER PIKE & ASSOCIATES
 471 US HIGHWAY 1, KEY WEST FLORIDA 305-296-1682



PLANNING SET 10-25-12

PETER M. PIKE P.L.A. REGISTRATION # AR0015189

NEVER, EVER SCALE REPRODUCED DRAWINGS - BAD IDEA

REVISIONS	DATE

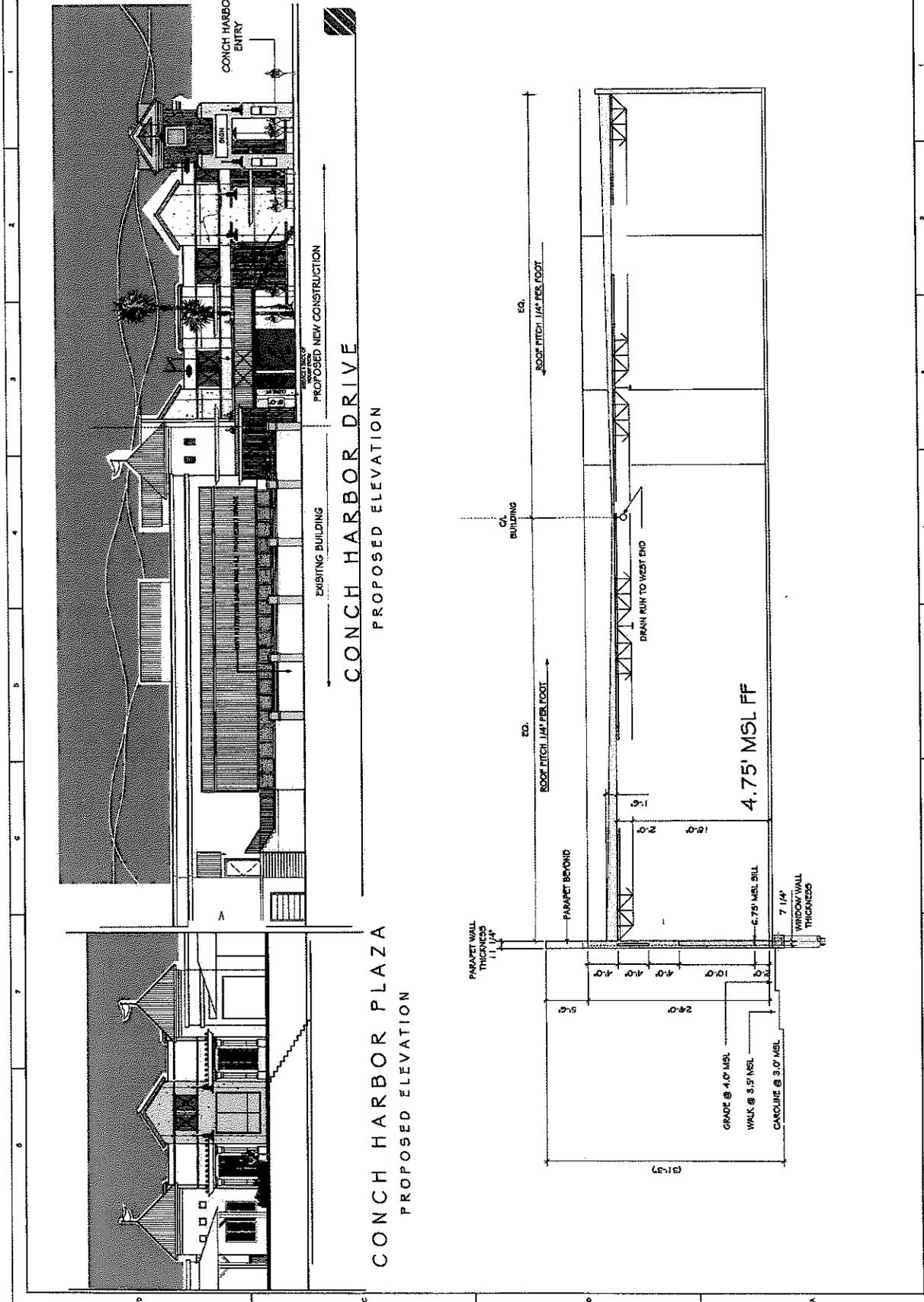
PETER M. PIKE ARCHITECT
 471 US HIGHWAY 1
 SUITE 101
 KEY WEST, FLA. 33040
 305-856-1292
 PETER M. PIKE ARCHITECT
 471 US HIGHWAY 1
 SUITE 101
 KEY WEST, FLA. 33040
 305-856-1292

West Marine
 CONCH HARBOR 951-955 CAROLINE ST.
 KEY WEST, FLORIDA

PROJECT TITLE:
 PROPOSED ELEVATIONS
 PROJECT NUMBER:
 DRAWN BY:
 CHECKED BY:
 DATE: 05/11/12

SHEET #
A-5
 of 5

PLANNING SET 10-25-12



PETER M. PIKE F.L.A. REGISTRATION # AR0015195

NEVER, EVER SCALE REPRODUCED DRAWINGS - BAD IDEA!

REVISION	DATE

PETER FILE
ARCHITECT
REGISTERED
PLANNING

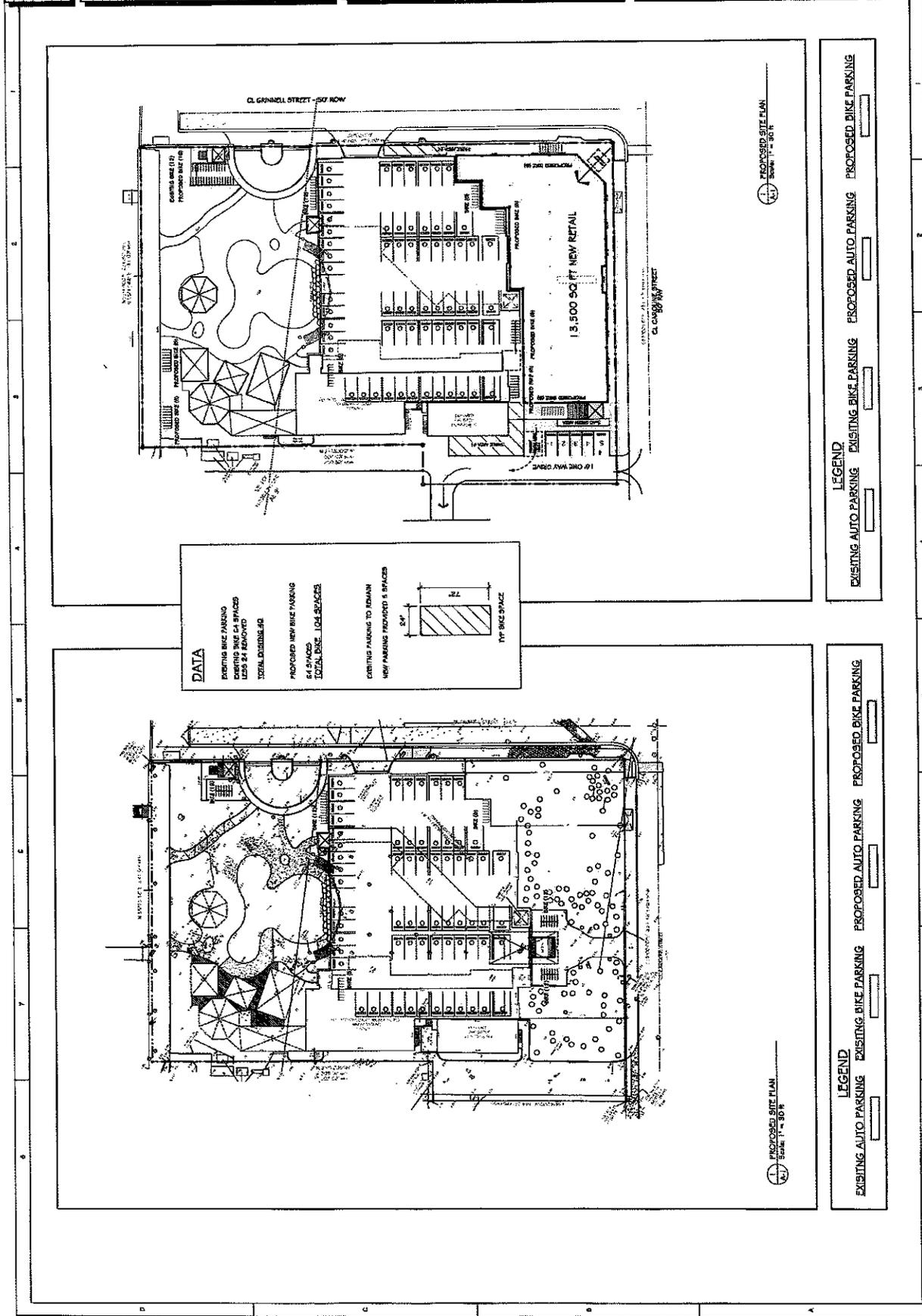
471 US HIGHWAY 1
KEY WEST, FLA. 33040
305-296-1692

PROJECT
West Marine
CONCH HARBOR 951-955 CAROLINE ST.
KEY WEST, FLORIDA

DRAWING TITLE:
PARKING PLAN

PROJECT NUMBER:
DRAWING NO. 100
ENGINEER: PFM
DATE: 08/11/11

SHEET /
A-7
OF
08



PETER M. PIKE FLA. REGISTRATION # AR0015190

NEVER LEAVE SCALE REPRODUCED DRAWINGS - BAD IDEA

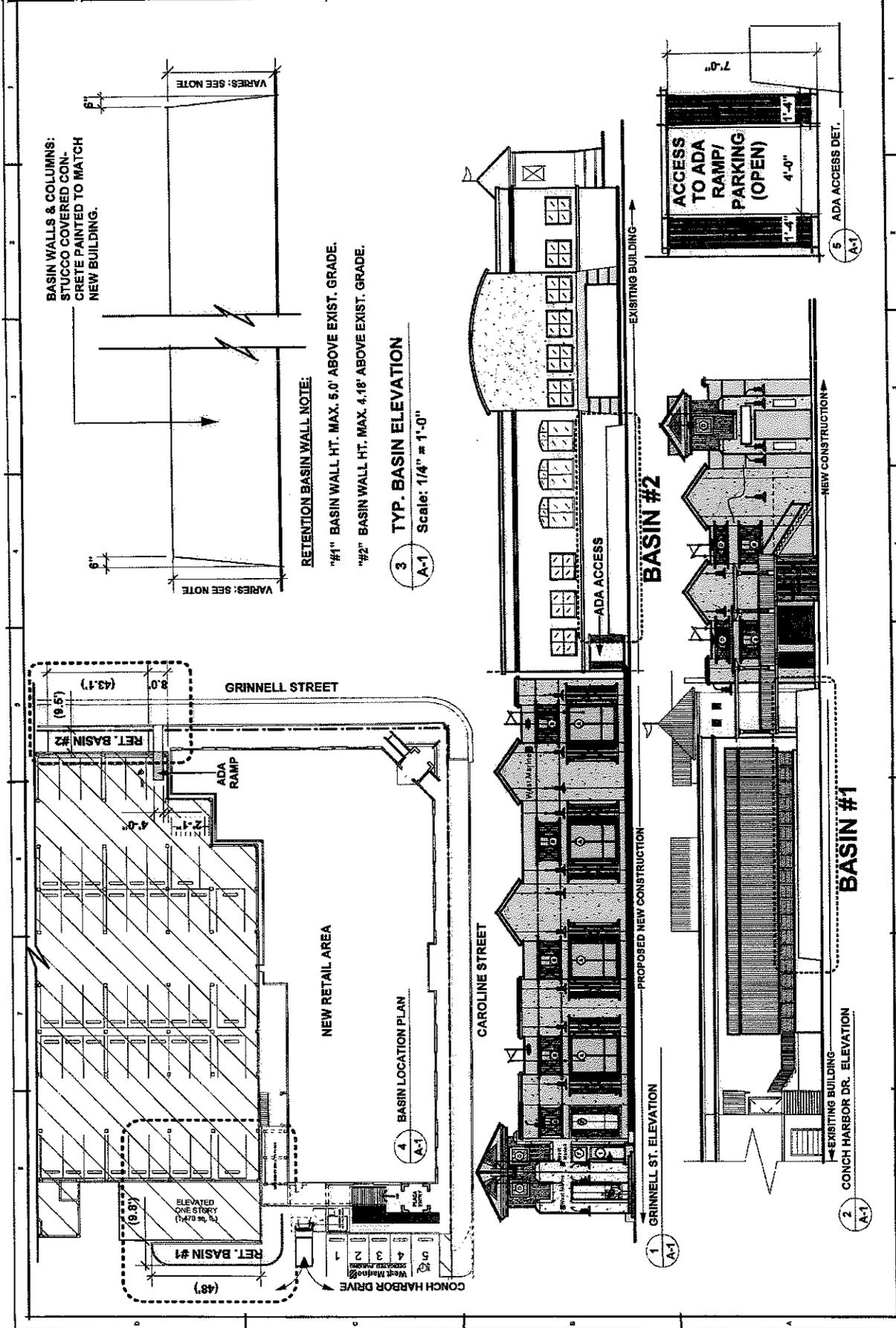
REVISIONS	DATE

PETER M. PIKE ARCHITECT
 ARCHITECT
 471 US HIGHWAY 1
 SUITE 901
 KEY WEST, FLA. 33090
 305-238-1832

West Marine
 CONCH HARBOR 841466 CAROLINE ST.
 KEY WEST, FLORIDA

PROJECT: **West Marine**
 DRAWING TITLE: **SITE PLAN DETAILS**
 RETENTION BASINS

SHEET # 1
A-1
 OF 1



BASIN WALLS & COLUMNS:
 STUCCO COVERED CON-
 CRETE PAINTED TO MATCH
 NEW BUILDING.

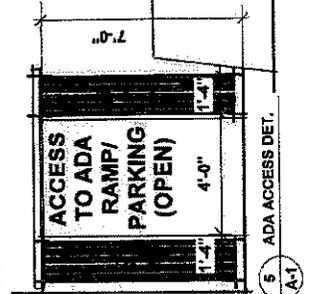
RETENTION BASIN WALL NOTE:

"#1" BASIN WALL HT. MAX. 5.0' ABOVE EXIST. GRADE.

"#2" BASIN WALL HT. MAX. 4.18' ABOVE EXIST. GRADE.

TYP. BASIN ELEVATION

Scale: 1/4" = 1'-0"



5 ADA ACCESS DET.

BASIN #2

BASIN #1

1 GRINNELL ST. ELEVATION

2 CONCH HARBOR DR. ELEVATION

PETER M. PIKE FLA. REGISTRATION # AR0011938

NEVER, EVER! SCALE REPRODUCED DRAWINGS - BAD IDEAL

REVISIONS	DATE

WEST MARINE
 ARCHITECTS
 471 US HIGHWAY 4
 STATE 408
 KEY WEST, FLA. 33040
 305-296-1892
 © Copyright
 ALL RIGHTS RESERVED

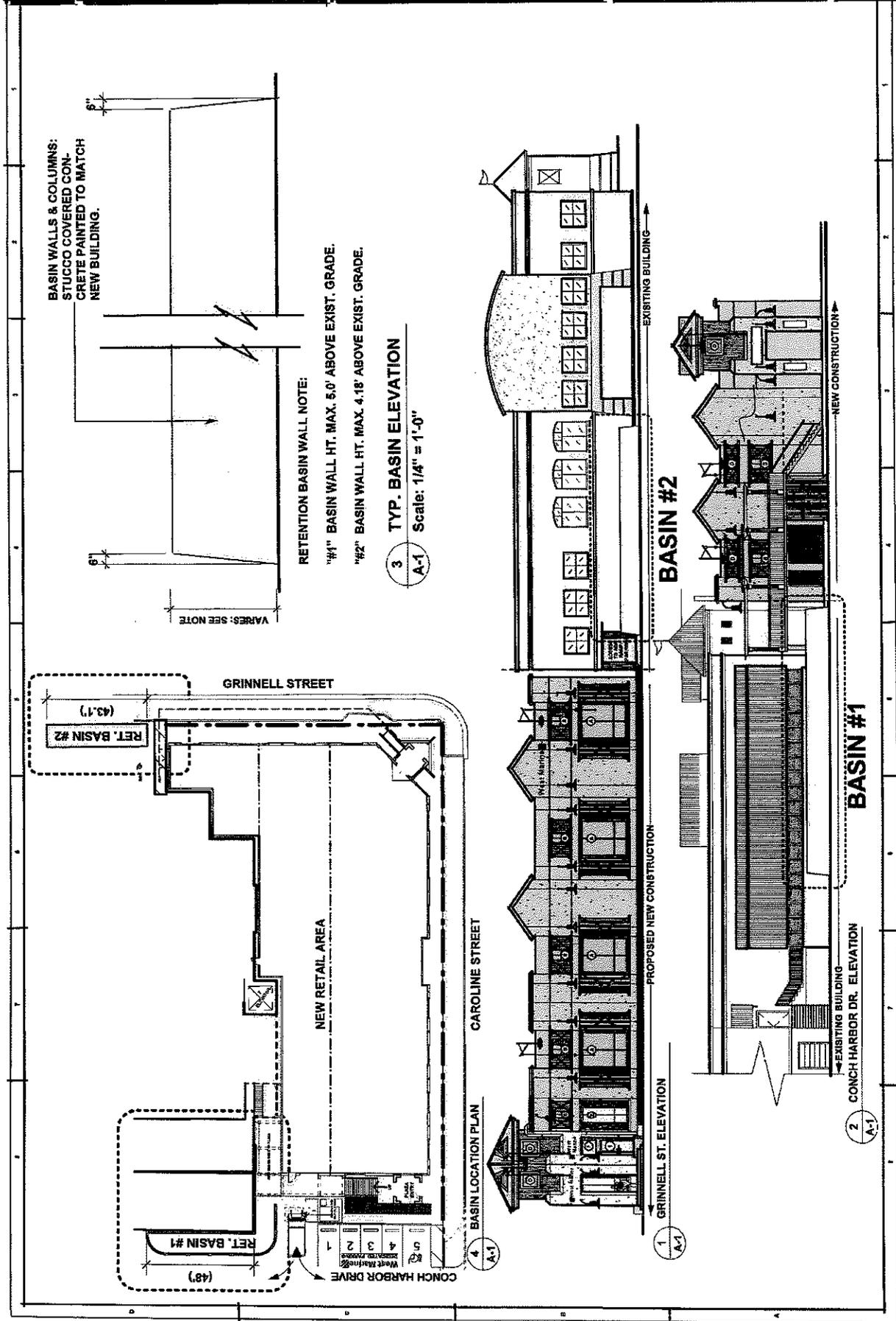
West Marine
 CONCH HARBOR 151485 CAROLINE ST.
 KEY WEST, FLORIDA
 PROJECT:

DRAWING TITLE:
**SITE PLAN
 & SITE DATA**

PROJECT NUMBER: 1111
 DRAWN BY: ASH
 CHECKED BY: J.P.
 DATE: 10/20/11

SHEET # 1
A-1
 OF 1

NEVER, EVER SCALE REPRODUCED DRAWINGS - BAD IDEAL!



PETER M. PIKE FLA. REGISTRATION # AR0016188



Karen DeBerjeois <kdeberje@keywestcity.com>

Major Development Plan - 951 Caroline Street (RE# 00002970-000000)

1 message

Craig Hunt <holidayout@hotmail.com>
To: kdeberje@keywestcity.com

Tue, Nov 13, 2012 at 6:08 AM

Karen,
I would grateful if you would add the attached email from Mrs. Shirley Freeman to the 11/15/2012 Planning board and to the 12/4/2012 City Commissioners packages.
Thank you.
Craig Hunt

Cell 305-923-9438

 **Shirley Freeman.pdf**
15K

From: "Shirley Freeman" <shirleyfreemankeywest@gmail.com>

Date: November 12, 2012, 6:06:58 PM EST

To: <jweekly@keywestcity.com>, "Craig & Cheryl Cates" <catesauto@aol.com>, "Teri Johnston" <tjohnsto@keywestcity.com>, <mrossi@keywestcity.com>, <clopez@keywestcity.com>, <bwardlow@keywestcity.com>, <tyaniz@keywestcity.com>, <craig@conchharbormarina.com>

Subject: Conch Harbor Expansion on Caroline Street

Dear Mr. Mayor and Commissioners: My recommendation is to vote YES on the Conch Harbor expansion to accommodate a larger West Marine Store at 951 Caroline. Mr. Craig Hunt, the developer, has meet with the Key West Bight Neighbors several times from the beginning, and has make several changes to his plans as suggested by the neighbors. Personally, I think it is a swell project and will add more economic life to the area and fit in well with the landscape.

To my knowledge, there is no opposition to the project. Thanks for your service to the community. Shirley

Shirley Freeman

724 Eaton Street, Key West, FL 33040

305-294-2725, cell 305-304-1975

shirleyfreemankeywest@gmail.com

P Please consider the environment before printing this email

Major Development Plan - 951 Caroline Street (RE# 00002970-000000) – A request to amend a Major Development Plan and Conditional Use approval (CC Res. 99-225) in the HRCC-2 zoning district per Section 108-91(A.)(2)(b); and minimum landscaped areas per Section 108-412(a) and to modify landscaping standards along street frontage per Section 108-413(b) of the Land Development Regulations of the Code of Ordinances of the City of Key West.

Vice-Chairman Root recused himself from this request due to a conflict of interest of financial gain.

The owner, Mr. Craig Hunt, gave members an overview of the Major Development Plan and Variance request.

The applicant, Owen Trepanier, Trepanier & Associates, Inc. gave members an overview of the Major Development Plan and Variance request (item #4).

Mr. Cunningham gave members an overview of the Major Development Plan as well as the Variance request (item # 4).

Mr. Browning disclosed that he has a business arrangement with the applicant, Owen Trepanier.

Mr. Browning inquired about the ingress to the building and confirmed they are on ground floor and that the building is flood proof. Mr. Browning inquired why there was not another entrance; the West Marine declined additional entrances due to security.

There were no public comments.

A motion to approve the Major Development Plan with conditions listed below, was made by Mr. Oropeza and seconded by Mr. Gilleran.

Condition to be completed prior to the issuance of building permits:

- The City Commission approves a Parking Agreement for the reservation of 49 spaces in the Park-n-Ride facility. Any potential user will pay the applicable hourly/daily rates in addition to the reservation fees already assessed for the applicant.

Condition to be completed prior to the issuance of a Certificate of Occupancy:

- All five (5) auto and 123 bicycle scooter-parking spaces are installed.

Motion was carried by unanimous voice vote.

SO ORDERED.

Exhibit F (10/20)

RESOLUTION NO. 99-255

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF KEY WEST, FLORIDA, APPROVING THE ATTACHED MAJOR DEVELOPMENT PLAN FOR THE CONCH HARBOR PROPERTY AT 909 CAROLINE STREET; PROVIDING CONDITIONS; PROVIDING FOR AN EFFECTIVE DATE

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF KEY WEST, FLORIDA, AS FOLLOWS:

Section 1: That the attached Major Development plan is hereby approved, provided that the applicant fulfills the conditions of the Key West Planning Board contained in the attached memorandum, and furthermore fulfills conditions Option B, items 1-3, also contained in the attached memorandum.

Section 2: That the City Manager is hereby authorized to execute an amendment to the Parking Agreement between the City and Conch Harbor Marina Associates, Ltd. to reflect the use of 54 parking spaces in the Old Town Garage.

Section 3: That this Resolution shall go into effect immediately upon its passage and adoption and authentication by the signature of the presiding officer and the Clerk of the Commission.

Passed and adopted by the City Commission at a meeting held this 20TH day of JULY, 1999.

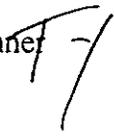
Authenticated by the presiding officer and Clerk of the Commission on JULY 21, 1999.

Filed with the Clerk JULY 21, 1999.

Sheila K. Mullins
SHEILA K. MULLINS, MAYOR

ATTEST:
Cheryl Smith
CHERYL SMITH, CITY CLERK

EXECUTIVE SUMMARY

To: Key West City Commission
From: Ty Symroski, City Planner 
Date: June 25, 1999
RE: Conch Harbor, 909 Caroline Street

THE PROJECT

- 1) A revised major development plan for proposed construction of two retail buildings (6,920 and 858 S.F.), a restaurant (6,279 s.f.) a pool with pool bar, and a laundry/restroom facility; two phases are being presented at this time—phase "A" will rely upon the leasing of parking spaces from the city while phase "B" provides all parking. The project is more specifically described below in Table 1.

Table 1.

USE	CURRENT PROPOSAL (sq. ft.)
Retail	858
Retail	6,920
Kitchen & Dining	4,437
Covered Seating	818
Main Bar	1,024
Pool bar	612
Restrooms for site	462
Shower/Restroom	1,000

- 2) Project Location:
A) Street Address: 909 Caroline Street
B) RE Number: 297

PREVIOUS CITY ACTIONS

HARC: The Historic and Architectural Review Commission (HARC) reviewed the plans on March 24, 1999. HARC approved " the scheme A building, on the plans without the parking structure" and "that at such time a parking structure is needed they [the applicant] can come back to HARC for design review.

City Commission: The City Commission approved a parking agreement (Resolution 98-298) to allow Conch Harbor to designate the City's parking garage as meeting the parking requirements. This agreement basically allows the applicant to not provide parking on-site until the City's parking garage is too crowded. In the interim, the applicant will pay

the City \$350.00 per space per year and direct customers to the City's garage. The common sense of this agreement is that it prevents parking garages being built next to each other and in competition with each other. The City Commission consented to assignment of this agreement to the new owners (Resolution 99-14)

DEVELOPMENT REVIEW COMMITTEE RECOMMENDATIONS

See attached minutes of February 25, 1999.

PLANNING STAFF ANALYSIS

The following analysis was presented to the Planning Board for their meeting on June 17, 1999.

- 1) Density / Intensity (Floor Area Ratio): This site is designated as HRCC-2. The permitted floor area ratio (FAR) is 0.5. The area of the site is 82,200.07 sq. ft.¹ and a total floor area of 41,100 sq. ft. is allowed. The proposal includes 17,132 Sq. ft. of floor area and therefore complies. The downstairs parking does not count as floor area because the clearance is 7 feet. The covered plaza is not considered to be floor area because of the wide-open aspect.
- 2) Building Coverage: The Land Development Regulations allow a 50% building coverage. Plan B lists the coverage at 35,470 sq. ft. However, the staff believes that number incorrectly counts the garage, ramp and restroom ramp and the building coverage is 41,888 sq. ft. or 788 sq. ft. more than the 41,100 sq. ft. allowed.
- 3) Impermeable Coverage: 49,321 is allowed, 46,733 is proposed.
- 4) Open Space: Fifty percent (41,100 sq. ft.) is required. The applicant complies with the requirement by having landscaping of 21,360 sq. ft. (26 %) and active recreation (the pool & deck and the uncovered area of the plaza) of 19,963 sq. ft. (24 %) for a total of 41,323 sq. ft (50.3 %).
- 5) Building Coverage: Fifty percent (41,100) is allowed, 30,659 is proposed.
- 6) Parking:
 - A) Agreement with the City for use of the parking garage: As specified earlier, the City Commission approved a parking agreement (Resolution 98-298) to allow Conch Harbor to designate the City's parking garage as meeting the parking requirements. However, as part of this agreement, the applicant must obtain site plan approval for the prospective on-site parking facility. Therefore, in order for this project to go forward, the scheme B, with on-site parking, must be approved. The only difference between this project and other projects is that the applicant will not be required to build the parking until some time in the future.
 - B) It should be noted that several citizens questioned whether the City was getting sufficiently compensated for such an arrangement. In the Planning

¹ Hildebrandt survey

Staff's opinion, this is not an appropriate question during review of the Development Plan.

- C) Number of spaces: 110 spaces are required, 110 spaces are proposed. Compact spaces are proposed for the front area if it is ever required and would account for 40%. This percentage will require a special approval from the City Commission if the project is approved.
 - D) Handicapped Spaces: The proposed layout was discussed with the bicycle pedestrian coordination, Jim Malcolm, who did not voice an objection.
 - E) Bicycle Spaces: The plans provide more bicycle spaces than required by the Land Development Regulations and of a size and location also consistent.
 - F) Scooter Parking: The Land Development Regulations do not require scooter parking. However, the Planning Staff recommends that the applicant begin to anticipate such use.
- 7) Traffic Congestion: This property is at the five-point intersection of Grinnell St. Caroline Street, and Trumbo Road. Based on direct observations, this intersection is a busy intersection but appears to be operating acceptably. The Planning Staff was previously concerned with the build-out of this property and the ferry terminal. This concern has been somewhat alleviated by the reduction in the project and the accommodation for bicycle parking. The traffic will also be less impacted by the parking agreement to direct parking to the parking garage.
 - 8) "Back of House", Service entrance, Easement: A loading space of 12 wide and 50 feet long is required. This is the purpose of the easement on the west side of the property. However, if a standard semi-truck (used for many local restaurants) did actually use this easement, there is no way such a truck could turn around and the truck would have to back out onto Caroline Street. The Planning Department believes this is not optimal and recommends further consideration be given to connecting with the parking lot in Lands End Village.
 - 9) Lighting and Landscaping, Coordinate with Buque Bus and Open Space: The applicant has verbally stated they have coordinated with the Buque bus. The plan now shows the driveways for Buque Bus.
 - 10) Landscaping: The Planning Staff has not confirmed with the City's landscape coordinator whether the plan complies with the landscape requirements.
 - 11) Stormwater Management: The applicant has provided a conceptual drainage plan that relies on swales, injection wells, and turf block.
 - 12) Impermeable Surface Coverage: The plans indicate the impermeable coverage at 46,733 sq. ft, or approximately 2,600 sq. ft. less than the 49,321 sq. ft. required.
 - 13) Turf Block: The plans indicate a use of turf block. The applicant has submitted specifications for this as being a GrassPave. The City engineer recommends the GravelPave for the traffic areas.
 - 14) Soil Contamination: At the meeting the applicant listed that the contaminated soil would be contained by placing fill on the site.
 - 15) Number of Employees: The applicant previously projected there would be 182 permanent employees. With the revised plans, there most likely will be a reduction in the proposal. The Planning Staff is concerned that the only way to fill these jobs will be to bring new workers into the community and that this will exacerbate the housing problem. For instance in the Wed. March 10, 1999 classified

advertisements, there were at least 310 jobs listed and only five advertisements for roommates and only 20 listings for houses or apartments (only 2 of 8 apartments were less than \$1,000 per month. It is recommended that the applicant install features to maximize productivity and thus reduce the number of employees required.

- 16) General Appearance & View of the Water: Several people raised the concern that the view of the harbor would be significantly reduced. The applicant stated at the last Planning Board meeting that the fill required to contain the contaminated soil would be the primary culprit to blocking the view.

The Planning Staff believes the existing plan is much better than previously proposed. There no longer is the proposed 2,000 restroom at the end of Grinnell Street. Also, the wider opening and large plaza will provide better views.

Finally, this project greatly over complies with the setback requirements from Caroline Street and the water.

PLANNING BOARD RECOMMENDATIONS

This project was first heard at the Planning Board meeting of March 18, 1999, prior to the HARC approval. The plans were revised and the Planning Board again heard the project on April 15, 1999. At that time the project consisted of 11,442 sq. ft. of retail space and a restaurant with Tiki huts with the prospect of a 3 story parking garage along Caroline Street at some time in the future. In response to the concerns, the project was significantly changed to the size described above. The primary changes were reducing the size of the retail and restaurant and deleting a three story-parking garage proposed for phase B when parking would no longer be available at the city garage on Caroline Street.

At the meeting of June 17, 1999, the Planning Board reviewed the above analysis by the Planning Staff and heard public opinion. After discussion the Planning Board then voted to recommend the City Commission approve this project with the following conditions and stipulations:

- 1) The landscape plan must be worked out in accordance with City regulations and the appropriate authorities;
- 2) Should the City require the existing Park and Ride facility (at Caroline and Grinnell Streets) for its own uses, and exercise its option to remove the "Conch Harbor" people (under parking agreement), then parking for "Scheme B" shall be done in accordance with the City's requirements and if that is not done in the specified time, "Conch Harbor" occupational licenses are lost (forfeit) or withdrawn until that is accomplished;
- 3) Approval is subject to City staff reviewing and approving service area functions including garbage removal, deliveries, and circulation to and through other parking and delivery areas;
- 4) Approval is subject to further HARC review and approval;

- 5) Bicycle parking is to be provided along Caroline Street under Scheme "A" and Scheme "B";
- 6) The revised project is subject to approval by the City Engineer and all City agencies;
- 7) A sidewalk is to be provided along Grinnell Street on the plans' south side, with appropriate lighting and landscaping; and
- 8) Within 60 days of City Commission action, if there is approval with or without conditions, there shall be provided copies of a final development plan with all conditions listed to be stamped and signed by the City Planner and the Chairman of the Key West Planning Board.

OPTIONS:

Option A. Approve the project with the Planning Board conditions.

Option B. Approve the project with Planning Boards conditions and stipulations and with the following three additional stipulations and findings:

- 1) Approval that 40% of the parking spaces at phase B may be compact spaces as shown,
- 2) The restrooms will be accessed from the plaza, and
- 3) Height of the parking will not exceed 7 feet.

Option C. Deny the project. Specific reasons for denial should be listed.

ADVANTAGES AND DISADVANTAGES:

Option A will implement the Planning Board's recommendation and the result of a strenuous review at a public hearing. The disadvantage is that this options will exclude several small recommendations and housekeeping findings the Planning Staff had recommended.

Option B also includes the Planning Board's recommendation and will have the dvantage of facilitating a public use of the bathroom (rather than treat it as floor area for the stores). This option will also include two housekeeping findings.

Options A& B both have the advantage of approving a project that is significantly below the permitted density and intensity.

The disadvantage of approving the project in either Option A or B is that the housing situation may well get further exacerbated.

Option C, denying the project, has the advantage that the housing impact will not occur. The disadvantage is that there is currently no moratorium regarding housing impacts or fee for affordable housing (as raised at the Planning Board hearing).

Option C's disadvantage is that this current proposal is well below the permitted density and intensity, has an innovative method to direct traffic to the parking garage, will place a large green space at the entrance to the Key West Bight and will eliminate a surface parking lot. To deny this project would leave the property open for a plan in the future without such features.

RECOMMENDATIONS:

The Planning Department recommends Option B. This has the advantage of the Planning Boards recommendations and including some general housekeeping findings of fact.

PLANS BEING REVIEWED:

SHEET	BY	DATED	REVISED
T-1	Title	06-06-99	06-03-99
ST1-A	Site (Ground Level/)	01-05-99	06-03-99
ST1-B	Site (Ground Level)	01-05-99	06-03-99
ST2-A	Site (Plaza)	01-05-99	06-03-99
ST2-B	Site (Plaza)	01-05-99	06-03-99
ST-3A	Enlarged Plan of Pool Area	06-03-99	06-03-99
ST-3B	Enlarged Plan of Pool Area	06-03-99	06-03-99
ST-4A	Concept Contour/Site Drainage Plan Ground Level	06-03-99	06-03-99
ST-4B	Concept Contour/Site Drainage Plan Ground Level	06-03-99	06-03-99
ST-5A	Conceptual Site Drainage Plan Plaza Level	06-03-99	06-03-99
ST5-B	Conceptual Site Drainage Plan Plaza Level	06-03-99	06-03-99
A-1	South Elevation East Elevation	06-03-99	NA
A-2	North Elevation	06-03-99	NA

Exhibit G (10/20)

MEMORANDUM

To: Owen Trepanier
Craig Hunt
Gina Kennedy

From: Karl B. Peterson, P.E.

Date: March 9, 2020

Subject: West Marine – Key West
Parking Utilization Study

West Marine is an existing marine supply store located at 951 Caroline Street in Key West, Florida. This store is located within the Conch Harbor Marina and Retail property which includes a full-service marina, restaurants, retail and office tenants. West Marine has five (5) surface parking spaces located on the west side of the building that are signed and marked for their customers and employees. There are also eight (8) signed and marked parking spaces within the Conch Harbor parking garage (located under the building) that are designated exclusively for the customers and employees of West Marine. The total number of available parking spaces designated at this location for West Marine is 13. A project location map is presented in Attachment A to this memorandum.

By way of a parking agreement with the City of Key West prior to the opening of the West Marine store, the City agreed to allow the Conch Harbor Retail Center, LLC to pay for the opportunity to utilize and/or reserve parking spaces within the City's parking garage (i.e. Park & Ride Facility) located directly across Caroline Street from the West Marine store. The purpose of this agreement with the City was to provide additional parking spaces should the proposed parking supply on-site be insufficient to meet the actual parking demand. This agreement also allowed for a follow-up parking study to be conducted once the West Marine store had been open for not less than three (3) years in order to determine if the reservation of parking spaces within the City's parking garage is actually necessary.

The subject West Marine store has now been open for nearly five (5) years and it is evident to both the Conch Harbor Retail Center and the West Marine store operators that additional parking in the nearby parking garage is not necessary. The reasons for this are many including the facility's proximity to several marinas, the walkability of the overall area, and greater reliance upon alternative modes of transportation (i.e. bicycles, scooters, etc.) within Key West. As such, a follow-up parking study has been conducted in accordance with the following procedures:

- As of February 2020, the store hours for this location are 9:00 AM to 7:00 PM daily with the exception of Sundays when the store closes at 5:00 PM.
- Parking demand within the designated West Marine parking areas was documented in 15-minute intervals on a typical peak season Friday and Saturday during store hours.

KBP CONSULTING, INC.

The field parking data was collected between the hours of 9:00 AM and 7:00 PM on Friday, February 21, 2020 and again on Saturday, February 22, 2020. The detailed parking data collected as part of this study is presented in Attachment B to this memorandum.

The results of this data collection and field observation task indicate that the peak parking demand on Friday was five (5) vehicles (including customer and employee vehicles) which occurred between 10:15 AM and 11:00 AM, between 12:45 PM and 1:00 PM, and between 6:00 PM and 7:00 PM. On Saturday, the peak parking demand was seven (7) vehicles (including customer and employee vehicles) which occurred between 5:00 PM and 5:45 PM.

During the data collection time period, at no time did the number of West Marine-related vehicles parked in parking spaces designated for West Marine customers and employees exceed seven (7) vehicles. As such, the current parking supply of 13 parking spaces within the areas designated for West Marine operations is considered to be more than adequate to meet the typical peak day and peak season parking demand. Therefore, the reservation and/or utilization of parking spaces within the City's parking garage located across Caroline Street is unwarranted.

Attachment A

West Marine – Key West, Florida

Project Location Map



Attachment B

West Marine – Key West, Florida

Parking Data

KBP Consulting, Inc.
 8400 N. University Drive
 Suite 309
 Tamarac, Florida 33321
 (954) 560-7103

Project: West Marine - Key West
Analyst: KBP
Project No.: 16,589
Date: Friday, February 21, 2020
Time Period: 9:00 AM to 7:00 PM

Parking Zone	Number of Available Spaces	Time Intervals (Number of Parked Vehicles)																			
		9:00 AM to 9:15 AM	9:15 AM to 9:30 AM	9:30 AM to 9:45 AM	9:45 AM to 10:00 AM	10:00 AM to 10:15 AM	10:15 AM to 10:30 AM	10:30 AM to 10:45 AM	10:45 AM to 11:00 AM	11:00 AM to 11:15 AM	11:15 AM to 11:30 AM	11:30 AM to 11:45 AM	11:45 AM to 12:00 PM	12:00 PM to 12:15 PM	12:15 PM to 12:30 PM	12:30 PM to 12:45 PM	12:45 PM to 1:00 PM	1:00 PM to 1:15 PM	1:15 PM to 1:30 PM	1:30 PM to 1:45 PM	1:45 PM to 2:00 PM
A	5	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
B	8	3	3	3	3	4	5	5	5	4	4	4	0	4	4	4	5	4	4	3	3
Total	13	3	3	3	3	4	5	5	5	4	4	4	0	4	4	4	5	4	4	3	3

Parking Zone	Number of Available Spaces	Time Intervals (Number of Parked Vehicles)																			
		2:00 PM to 2:15 PM	2:15 PM to 2:30 PM	2:30 PM to 2:45 PM	2:45 PM to 3:00 PM	3:00 PM to 3:15 PM	3:15 PM to 3:30 PM	3:30 PM to 3:45 PM	3:45 PM to 4:00 PM	4:00 PM to 4:15 PM	4:15 PM to 4:30 PM	4:30 PM to 4:45 PM	4:45 PM to 5:00 PM	5:00 PM to 5:15 PM	5:15 PM to 5:30 PM	5:30 PM to 5:45 PM	5:45 PM to 6:00 PM	6:00 PM to 6:15 PM	6:15 PM to 6:30 PM	6:30 PM to 6:45 PM	6:45 PM to 7:00 PM
A	5	0	0	1	0	0	0	2	2	2	1	1	1	0	0	1	1	2	2	2	2
B	8	3	3	3	1	1	1	1	1	1	1	1	1	1	1	2	2	3	3	3	3
Total	13	3	3	4	1	1	1	3	3	3	2	2	2	1	1	3	3	5	5	5	5

Source: KBP Consulting, Inc. (February 2020)

KBP Consulting, Inc.
 8400 N. University Drive
 Suite 309
 Tamarac, Florida 33321
 (954) 560-7103

Project: West Marine - Key West
Analyst: KBP
Project No.: 16.589
Date: Saturday, February 22, 2020
Time Period: 9:00 AM to 7:00 PM

Parking Zone	Number of Available Spaces	Time Intervals (Number of Parked Vehicles)																			
		9:00 AM to 9:15 AM	9:15 AM to 9:30 AM	9:30 AM to 9:45 AM	9:45 AM to 10:00 AM	10:00 AM to 10:15 AM	10:15 AM to 10:30 AM	10:30 AM to 10:45 AM	10:45 AM to 11:00 AM	11:00 AM to 11:15 AM	11:15 AM to 11:30 AM	11:30 AM to 11:45 AM	11:45 AM to 12:00 PM	12:00 PM to 12:15 PM	12:15 PM to 12:30 PM	12:30 PM to 12:45 PM	12:45 PM to 1:00 PM	1:00 PM to 1:15 PM	1:15 PM to 1:30 PM	1:30 PM to 1:45 PM	1:45 PM to 2:00 PM
A	5	1	2	2	1	1	1	1	2	2	2	3	3	2	2	3	3	3	3	4	4
B	8	2	2	1	2	2	3	2	2	2	1	1	1	0	0	3	3	3	2	1	1
Total	13	3	4	3	3	3	4	3	4	4	3	4	4	2	2	6	6	6	5	5	5

Parking Zone	Number of Available Spaces	Time Intervals (Number of Parked Vehicles)																			
		2:00 PM to 2:15 PM	2:15 PM to 2:30 PM	2:30 PM to 2:45 PM	2:45 PM to 3:00 PM	3:00 PM to 3:15 PM	3:15 PM to 3:30 PM	3:30 PM to 3:45 PM	3:45 PM to 4:00 PM	4:00 PM to 4:15 PM	4:15 PM to 4:30 PM	4:30 PM to 4:45 PM	4:45 PM to 5:00 PM	5:00 PM to 5:15 PM	5:15 PM to 5:30 PM	5:30 PM to 5:45 PM	5:45 PM to 6:00 PM	6:00 PM to 6:15 PM	6:15 PM to 6:30 PM	6:30 PM to 6:45 PM	6:45 PM to 7:00 PM
A	5	3	2	2	2	1	1	1	1	2	2	2	2	3	3	3	2	0	1	0	0
B	8	1	1	1	1	1	1	1	2	2	2	3	3	4	4	4	3	3	2	1	1
Total	13	4	3	3	3	2	2	2	3	4	4	5	5	7	7	7	5	3	3	1	1

Source: KBP Consulting, Inc. (February 2020)

Exhibit H (10/20)

RESOLUTION NO. 95-324

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF KEY WEST, FLORIDA APPROVING THE ATTACHED PRELIMINARY DEVELOPMENT AGREEMENT BETWEEN THE CITY OF KEY WEST AND KEY WEST CONCH HARBOR, INC.; PROVIDING AN EFFECTIVE DATE

NOW THEREFORE BE IT RESOLVED by the City Commission of the City of Key West, Florida :

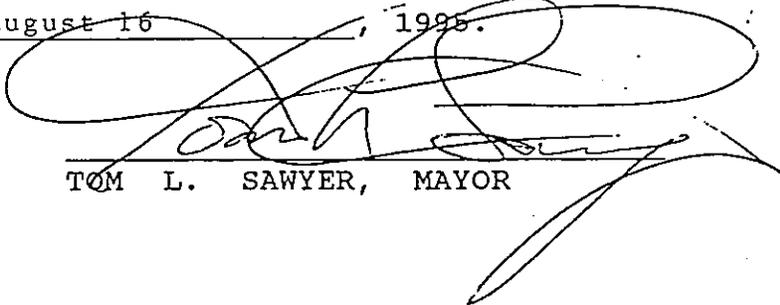
Section 1: That the attached Preliminary Development Agreement between the City of Key West and Key West Conch Harbor, Inc. is hereby approved, together with nonmaterial changes, if any, as may be negotiated by the City Manager and approved by the City Attorney.

Section 2: This Resolution shall go into effect immediately upon its passage and adoption and authentication by the signatures of the presiding officer and the Clerk of the Commission.

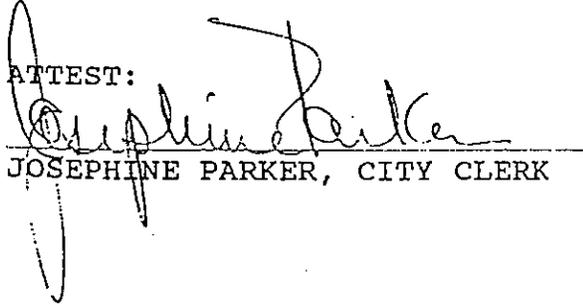
Passed and adopted by the City Commission at a meeting held this 15th day of August, 1995.

Authenticated by the presiding officer and Clerk of the Commission on 16th day of August, 1995.

Filed with the Clerk on August 16, 1995.


TOM L. SAWYER, MAYOR

ATTEST:


JOSEPHINE PARKER, CITY CLERK

PRELIMINARY DEVELOPMENT AGREEMENT

This Preliminary Development Agreement is entered into between the City of Key West, 525 Angela Street, a political subdivision of the State of Florida ("City") and Key West Conch Harbor, Inc., a Florida corporation, ("Developer"), whose address is P.O. Box 448, Key West, Florida 33041.

WHEREAS, Developer is the owner of a parcel of property located at 909 Caroline Street, also referred to as Real Estate Parcel No. 297, Records of Monroe County Property Appraiser (hereinafter referred to as "Property" as further described below), a portion of which property, for nearly fifty (50) years, had an operating fueling station for vessels; and

WHEREAS, the Property is part of the Key West Bight community redevelopment area, a portion of the City of Key West selected for community redevelopment (CRA) by the City Commission pursuant to Chapter 163, Part III, Florida Statutes (1991 and Supp. 1992); and

WHEREAS, the City and Developer agree that the Developer is entitled to the same development criteria and requirements the City has used for the City's uses for its adjacent property; and

WHEREAS, Developer is currently operating a dock ("Dock") and fueling station ("Fueling Station") on a portion of the Property, as illustrated by a site plan which is attached hereto and incorporated herein by this reference as Exhibit "A", using mobile tanks for fueling of vessels from the Dock; and

WHEREAS, the rehabilitation and reconstruction of the Fueling Station was originally part of the site plan (Exhibit "A") received by the City on March 2, 1994; and

WHEREAS, Developer has, since March 2, 1994, secured the environmental permits necessary for the rehabilitation and reconstruction of the Fueling Station; and

WHEREAS, the Fueling Station is part of a proposed future project to be constructed on the property known as Key West Conch Harbor ("Project"); and

WHEREAS, the Developer has created a new site plan for the project which Developer acknowledges will require a Community Impact Assessment Statement ("CIAS") review, unless comparable review process is provided by the CRA pursuant to Chapter 163 Florida Statutes; and

WHEREAS, the City and the Developer desire to have the Fueling Station rehabilitated and reconstructed as soon as possible because the planned and permitted permanent storage tanks

are equipped with containment walls and are safer to the public and the environment than the presently permitted and operating mobile tank Fueling Station; and

WHEREAS, the site plan for the Fueling Station, with the exception of a greater setback from the water's edge of the Property, are identical to the plans for the same which were incorporated in the site plan (Exhibit "A") submitted to the City in the 1994; and

WHEREAS, the Developer has agreed to include and address the impacts of the Fueling Station during the CIAS or other comparable CRA review process;

NOW THEREFORE, in consideration of the mutual promises and undertakings provided herein and other consideration, the sufficiency of which is acknowledged by the parties hereto, it is hereby agreed as follows:

1. The above recitals are true and correct and are incorporated herein as if set forth in their entirety.

2. The City, in consideration of the reciprocal easements and obligations created herein, agrees that the Developer may proceed to apply for a building permit for the Fueling Station, before a CIAS or other comparable redevelopment review (CRA) is completed for the Project, subject to all other government approvals needed for the construction of the same.

3. The parties agree to grant each other non-exclusive easements for public pedestrian and vehicular and non-vehicular access over the west side of the developers property and east side of the City's property and the water's side of Key West Bight Property as described in Exhibit "B" which is attached hereto and incorporated herein by reference. The minimum size of the reciprocal public easement along the water will be twelve feet (12') except at such locations where existing permanent physical constraints do not allow the full twelve foot (12') minimum width.

4. Developer agrees to cooperate with the City and participate in the creation of a Community Redevelopment Plan for the Key West Bight, so that the Developer's Project can become and can be maintained as an integral part of the CRA. The Developer agrees to comply with height restrictions, building design guidelines, landscaping provisions and other additional structure related requirements which may be placed upon the property within the Key West Bight Community Redevelopment area.

5. Developer agrees to include the Fueling Station in any application for CIAS or other comparable redevelopment review (CRA), and to address the impacts of the same, as if construction/rehabilitation had not occurred.

6. Developer agrees that it will not claim vested rights or assert equitable estoppel, arising from this Agreement or expenditures or actions taken in reliance on this Agreement to

continue with the proposed Project beyond the preliminary agreement. This Agreement shall not entitle the Developer to a final approval of the total proposed Project or to particular conditions of approval. This agreement does, however, provide the developer with the same existing or future development criteria and requirements the City uses for its property which is a portion of the community redevelopment area adjacent to the Developer's Property.

7. This Agreement incorporates and includes all prior negotiations, correspondence, conversations, agreements or understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in or incorporated into this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any representations or agreements, whether oral or written.

8. If any part of this Agreement is contrary to, prohibited by, or deemed invalid under any applicable law, or regulation, such provisions shall be inapplicable and deemed omitted to the extent so contrary, prohibited or invalid; however, the remainder hereof shall not be invalidated thereby and shall be given full force and effect.

9. The parties hereto agree that any and all suits or actions at law shall initially be brought in Monroe County, Florida and no other jurisdiction. This Agreement shall be construed and interpreted under the laws of the State of Florida.

10. This Agreement shall be binding upon the parties hereto, their successors in interest, heirs, assigns and personal representatives. Any individual or business entity purchasing the Developer's property or any portion thereof shall take subject to the terms and provisions of this Agreement.

11. All notices, demands, requests, or replies provided for or permitted by this Agreement shall be in writing and may be delivered by any one of the following methods: (a) by personal delivery; (b) by deposit with the United States Postal Service as certified or registered mail, return receipt requested, postage prepaid, to the address stated below; (c) by prepaid telegram; or (d) by deposit with an overnight express delivery service. Notice by telegram or overnight express delivery service shall be deemed effective on (1) business day after transmission to the telegraph company or deposit with the express delivery service.

For the purposes of notice, demand, request or replies, the address of the City shall be:

Theodore Strader
Planning Director
P.O. Box 1409
Key West, Florida 33041-1409

with a copy to:

Office of the City Attorney
604 Simonton Street
Key West, Florida

The address of Developer shall be:

Key West Conch Harbor
c/o Fred Skomp
P.O. Box 448
Key West, Florida 33040

with a copy to:

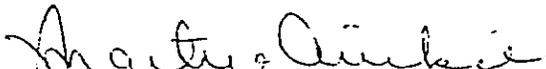
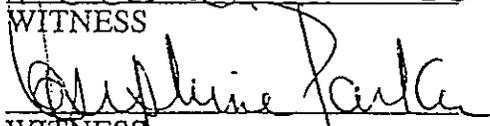
David Paul Horan
608 Whitehead Street
Key West, Florida 33040

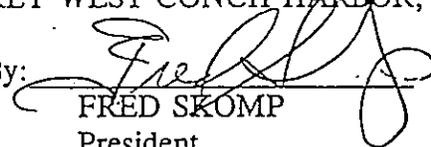
12. The effective date of this Agreement shall be the date of the Agreement is approved by the Key West City Commission.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the day and year first above written.

Signed, sealed and delivered
in the presence of:

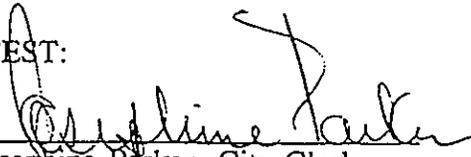
KEY WEST CONCH HARBOR, INC.


WITNESS

WITNESS

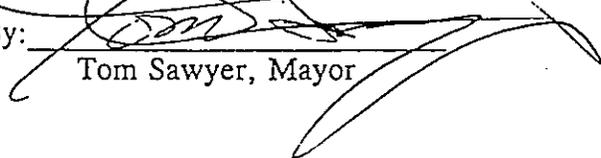
By: 
FRED SKOMP
President

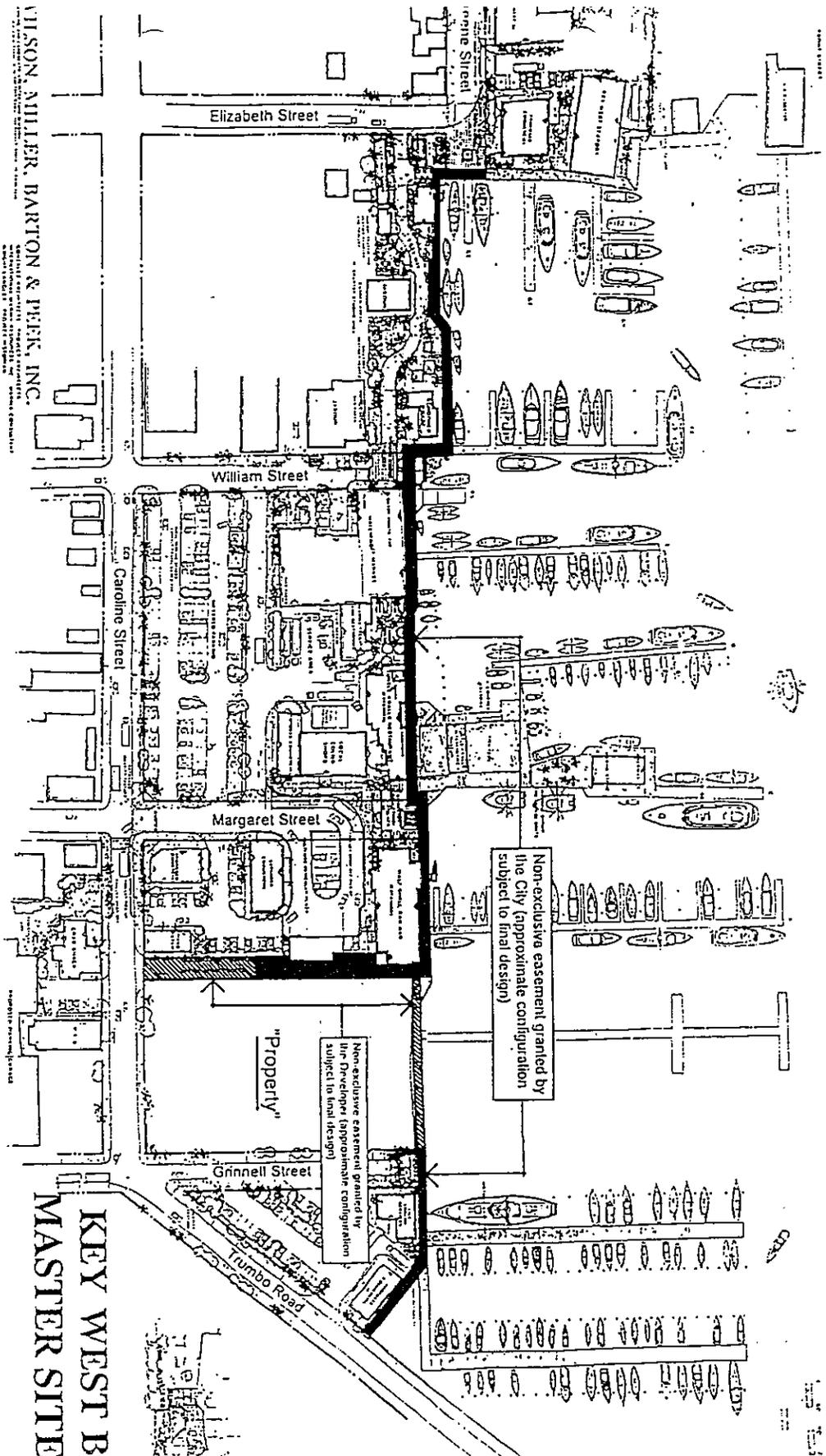
On August 15th, 1995 the City Commission of Key West approved this Preliminary Development Agreement.

ATTEST:

By: 
Josephine Parker, City Clerk


THE CITY OF KEY WEST, FLORIDA

By: 
Tom Sawyer, Mayor



VILSON MILLER, BARTON & PEER, INC.
 ARCHITECTS
 1000 BAYFRONT BLVD., SUITE 100
 MIAMI BEACH, FLORIDA 33139
 TEL: 305-673-1100
 FAX: 305-673-1101

Exhibit "B"
 to the Preliminary Development Agreement between
 Key West Conch Station, Inc., and the City of Key West,
 Florida

**KEY WEST BIGHT
 MASTER SITE PLAN**

PRINTED
 1/18/11
 11:45 AM
 1/18/11

Exhibit I (10/20)

RESOLUTION NO. 98-298

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF KEY WEST, FLORIDA, APPROVING THE ATTACHED PARKING AGREEMENT BETWEEN THE CITY AND KEY WEST CONCH HARBOR, INC.; PROVIDING CONDITIONS; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, Key West Conch Harbor, Inc. has offered to pay the City an annual sum in lieu of providing parking on-site;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF KEY WEST, FLORIDA, AS FOLLOWS:

Section 1: That the attached Parking Agreement between the City and Key West Conch Harbor, Inc., is hereby approved, conditioned upon final site plan approval.

Section 2: That this Resolution shall go into effect immediately upon its passage and adoption and authentication by the signature of the presiding officer and the Clerk of the Commission.

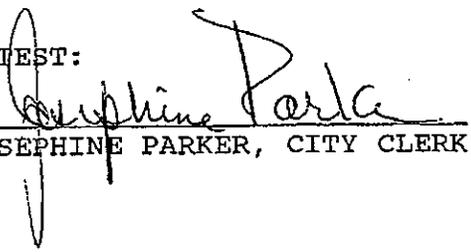
Passed and adopted by the City Commission at a meeting held this 4th day of August, 1998.

Authenticated by the presiding officer and Clerk of the Commission on August 10, 1998.

Filed with the Clerk August 10, 1998.


SHEILA K. MULLINS, MAYOR

ATTEST:


JOSEPHINE PARKER, CITY CLERK

98-298

PARKING AGREEMENT

THIS AGREEMENT is entered into this 11 day of August, 1998, between the City of Key West, Florida, a municipal corporation organized and existing under the laws of the State of Florida, (hereinafter, "City") and Key West Conch Harbor, Inc. (hereinafter "Conch Harbor").

WITNESSETH

Whereas, the owners and developers of the commercial property at 951 Caroline Street will be required by the City of Key West land development regulations to provide for parking in conjunction with commercial development; and

Whereas, Conch Harbor is able to provide all required parking on site but prefers to preserve an open view to the waterfront, green space and public thoroughfare to the Harborwalk; and

Whereas, there is currently available capacity at the Park and Ride facility to accommodate the parking needs of Conch Harbor; and

Whereas, the City of Key West Land Development Regulations Article XV Off Street Parking Section 3-15.3: provides that required parking areas may be located all or in part on a separate lot within 500 feet of the subject property ; and

Whereas, the parties agree that citizens of Key West and the visiting public will be served by preserved the design of Conch Harbor commercial property as open space, public pedestrian thoroughfares and waterfront view; while the City of Key West has available public parking facilities at the Park and Ride facility nearby to encourage the public parking in the area; and

Whereas, Conch Harbor is willing to compensate the City at a rate of \$350.00 per space per year in exchange for the City's temporary designation of the use of its municipal parking facilities to

meet Conch Harbor's parking requirements, which sum is in addition to any fee collected by the City from individuals using the municipal parking facilities;

NOW, THEREFORE, in mutual consideration of the benefits accruing to the parties through performance of the terms of this agreement, City and Conch Harbor agree as follows:

1. Parking Premises.

Subject to the terms and conditions hereof, and except as provided in Paragraph 4(c), City agrees that Conch Harbor may designate City of Key West municipal parking facilities located within 500 feet of 951 Caroline Street as meeting the parking requirements for Conch Harbor. Specifically, the designated parking area shall be the Park and Ride facility. Conch Harbor agrees that its employees shall direct customers to the Park and Ride for their parking.

2. Agreement Term.

The term of this Agreement shall be for one year, commencing with the completion of the Conch Harbor commercial development, defined as the date upon which a certificate of occupancy is issued for occupancy and use of the commercial/upland premises at Conch Harbor. Conch Harbor shall have the right to continue the Agreement automatically for successive one year periods or multiples thereof unless, due to a change in the City of Key West Land Development Regulations, Conch Harbor is no longer required to provide parking or Conch Harbor's parking requirement is substantially lessened. The parties may determine not to renew this agreement at any anniversary date, or upon the event of the City determining in its sole discretion that it desires to terminate this agreement, the City shall give Conch Harbor not less than 180 days notice that the agreement will end, and that Conch Harbor must provide its required parking on site. Upon the event of Conch Harbor determining not to renew, then it shall provide all parking on-site which would originally have

been required by the City's land development regulations. Absent mutual written agreement between the parties within the time provided above, this Agreement will automatically renew at the conclusion of its one year term and Conch Harbor shall have all rights hereunder, until affirmatively notified otherwise by City.

3. Compensation.

Conch Harbor agrees to pay to City as consideration for the designation of said municipal parking the sum of \$42,000.00 per annum or the amount of \$350.00 per required space, per year, based upon the anticipated need of 120 spaces, payable in equal monthly installments of \$3,500.00 each and every calendar month during the term of this agreement, or \$350.00 per space per year if the required parking is greater than or less than 120 spaces. All monthly payment installments are payable in advance on the first of each month, and shall be made to the City of Key West Finance Department. The first payment shall be made upon the execution of this Agreement, but not later than September 1, 1998, and shall be held by the City which shall place the deposit in escrow. Conch Harbor shall not be entitled to any interest on this deposit.

Any monthly payment not received by the tenth day of the month shall bear simple interest at 10% per annum from such sixth day until the date it is received. In addition, all payments received after the due date shall incur a \$50.00 administrative fee to cover the costs of collecting and processing late payments.

Nothing in this Agreement is intended to relieve a customer of Conch Harbor who is parking at the Park and Ride or any other City parking facility from paying the ordinary parking fee at that facility.

The City and Conch Harbor agree to adjust the annual rate of compensation every third year to reflect changes in the Consumer Price Index, consistent with that specified in similar leases for City of Key West commercial property leases.

4. Covenants of Conch Harbor ; Use of Facilities.

Conch Harbor covenants and agrees:

- (a) To pay all ad valorem tax, sales tax, federal income tax or any other tax which may become due and payable during the agreement term.
- (b) To promote use of the municipal parking generally within the promotion of Conch Harbor's business.
- (c) Not to build or otherwise develop surface parking or other parking facilities on Conch Harbor's property or property Conch Harbor may acquire in the Key West Bight and surrounding area(s) during the term of this Agreement; provided, however, that upon receipt of 180-days notice from the City, Conch Harbor will construct within that 180-day period all required parking on site in the park/plaza area depicted on a site plan to be submitted to the City. Therefore, Conch Harbor shall obtain site plan approval for the prospective on-site parking facility prior to commencing development.
- (d) Conch Harbor agrees to provide all required handicapped parking spaces on-site regardless of whether the remaining parking spaces may be provided off-site pursuant to this Agreement.

5. Covenants of City.

City hereby covenants and agrees:

- (a) To accept as Conch Harbor's required parking the designation of municipal parking spaces on a nonexclusive, nondesignated, nonreserved basis.

- (b) That pursuant to its ownership of the Park and Ride, and to the federal transportation grant that in part underwrote the construction of the Park and Ride, the City may enter into this Agreement.
- (c) To provide not less than 180-days, notice to Conch Harbor to terminate this Agreement.

5. **Default; Termination.**

The prompt payment for the designation of municipal parking upon the terms named, and the faithful observance of the City's rules, regulations and directives are the conditions upon which this Agreement is made and accepted, and any failure on the part of the Conch Harbor to comply with the terms of this Agreement or any of the rules and regulations or directives now in existence or which may hereafter be made may, at the option of the City, shall result in a termination of this Agreement. It is further covenanted and agreed between the parties that in case of default by Conch Harbor in the payment of any required sum herein provided for upon the day the same becomes due or payable or in the failure to perform any of the covenants of this lease, and such default shall continue for thirty (30) days after notice is given in writing by City, City may, at its option, declare the Agreement terminated and immediately require Conch Harbor to otherwise comply with the City's parking requirements contained in its Land Development Regulations.

The non-prevailing party agrees to pay all costs and expenses and a reasonable attorney's fee in the event legal action is taken by either party because of any violation of the terms of this agreement or of any code section, ordinance, regulation or rule applicable to the Conch Harbor's use of the City's municipal parking facilities, including but not limited to those governing the payment for same.

6. **Assignment, Sale or Transfer**

(a) Conch Harbor shall not sell or assign this Agreement or sublet its interests in the Agreement, without the consent by Resolution of the City Commission. Any tenant, assignee or successor in interest of Conch Harbor approved by the City Commission shall be subject to all the terms and conditions of this Agreement, unless the parties mutually agree to new or amended term and conditions. No such sale, assignment or sublease of any portion of Conch Harbor's interest at Key West Conch Harbor shall relieve it of its obligations to City hereunder.

(b) In the event the City sells or otherwise assigns its interest in the Park and Ride facility, the obligations of Conch Harbor under this Agreement shall continue; provided, however, that in such event the City and Conch Harbor may agree to Conch Harbor meeting its parking requirement by alternative means, but under no circumstances may Conch Harbor be relieved of its parking obligations pursuant either to this Agreement or to the City's Land Development Regulations.

7. **Waiver of Breach Not Continuing Waiver.**

It is mutually covenanted and agreed between the parties that no waiver of a breach of any of the covenants of this Agreement shall be construed to be a waiver of any succeeding breach of the same covenant.

8. **Binding Upon Successors, Etc.**

This Agreement and all its terms and conditions shall apply to and be binding upon and inure to the benefit of the heirs, executors, successors, administrators and assigns (where assignment has been permitted) of the parties where the context so requires or admits.

9. **Additional Rent; Utilities.**

Should any taxes be imposed upon the parking facilities agreement or upon the City, Conch Harbor, occupant or whosoever, from any source whatsoever, including but not limited to sales tax,

ad valorem tax, such tax or fee shall be the responsibility of Conch Harbor and the Conch Harbor shall pay same promptly when due as additional rent hereunder.

10. Bankruptcy - Insolvency.

If at any time after the date of Agreement (whether prior to the commencement date of or during the Agreement term): (a) an involuntary proceeding in bankruptcy, insolvency or reorganization is instituted against Conch Harbor pursuant to any federal or state law now or hereafter enacted or any receiver or trustee is appointed for all or any portion of Conch Harbor's business or property or any execution or attachment is issued against Conch Harbor or Conch Harbor's business or property or against the leasehold created hereby and of such proceedings, process or appointment is not discharged and/or dismissed within sixty (60) days from the date of such filing, appointment or issuance; or (b) Conch Harbor files a voluntary petition in bankruptcy or petitions for (or enters into) an arrangement for reorganization, composition or any other arrangements with Conch Harbor's creditors under any federal or state law now or hereafter enacted or this Agreement or the estate of Conch Harbor shall herein pass to or devolve upon, by operation of law or otherwise, anyone other than Conch Harbor (except as herein provided), the occurrence of any one of such contingencies shall be deemed to constitute and shall be deemed a repudiation by Conch Harbor of its obligations hereunder and shall cause this Agreement, ipso facto, to be canceled and terminated, but without thereby releasing Conch Harbor of its obligations hereunder. Upon termination of this Agreement as set forth in subsections (a) and (b) above, City shall have the right to retain as partial damages and not as penalty, monies paid hereunder and City shall also be entitled to exercise such rights and remedies to recover from Conch Harbor, as damages, such amounts as are specified herein, unless any statute or rule of governing the proceedings which such damages are to be proved shall lawfully limit the amount of such claims capable of being so proved, in which case

City shall be entitled to recover, as and for liquidated damages, the maximum amount which may be allowed under any such statute or rule of law. Furthermore, upon termination of this Agreement, as provided herein, Conch Harbor or its successor in interest shall comply with all City parking requirements contained in the City of Key West Land Development Regulations, unless the City at its sole option shall extend this Agreement to such successor. Finally, upon the occurrence of termination set forth in subsections (a) and (b), City shall have an administrative claim for any and all amounts due under this Agreement.

11. Notice.

All notices, demands, or other writings in this agreement provided to be given or made or sent, or which may be given or made or sent, by either party to this Agreement to the other, shall be deemed to have been fully given or made or sent when made in writing and received by hand delivery or Certified Mail with sufficient postage prepaid thereon to carry it to this addressed destination and addressed as follows:

TO City: City Manager
 525 Angela Street
 Key West, FL 33040

TO Conch Harbor: Key West Conch Harbor
 951 Caroline Street
 Key West, FL 33040

The address to which any notice, demand, or other writing may be given or made or sent to any party mentioned above may be changed by written notice given by the party mentioned above.

12. Captions.

Headings labeling any provisions herein are for convenience only, and shall not in any way be construed as affecting, limiting, expanding, or stating the contents, meaning, or intent of the Agreement.

13. Severability.

If any provision of this Agreement shall be held by a court of competent jurisdiction to be invalid or unenforceable, the remaining provision shall not be impaired thereby, but such remaining provision shall be interpreted and enforced so to achieve, as near as may be, the purpose of this Agreement to the extent permitted by law.

14. Governing Law.

It is agreed that this Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Florida.

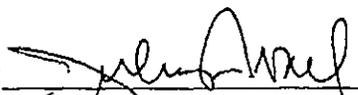
15. Entire Agreement.

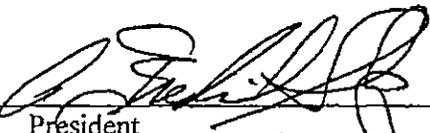
This lease sets forth all the covenants, promises, agreements, and understandings between City and Conch Harbor concerning the parking facilities agreement/designation. No subsequent alteration, amendment, change, or addition to this Agreement shall be binding upon City or Conch Harbor unless reduced to writing and duly executed by both parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

CITY OF KEY WEST, FLORIDA

KEY WEST CONCH HARBOR, INC.

BY: 
Julio Avel, City Manager

BY: 
President
A. FREDERICK SKOMP

ATTEST:

Josephine Parker, City Clerk

ATTEST:

Secretary
CLAUDE E. OWENS

Exhibit J (10/20)

RESOLUTION NO. 93-533

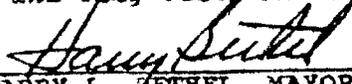
A RESOLUTION APPROVING AND AUTHORIZING EXECUTION OF ATTACHED LEASE AGREEMENT BETWEEN THE CITY OF KEY WEST AND UTILITY BOARD OF THE CITY OF KEY WEST, FLORIDA (CITY ELECTRIC SYSTEM) FOR THE PARKING GARAGE; PROVIDING AN EFFECTIVE DATE.

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

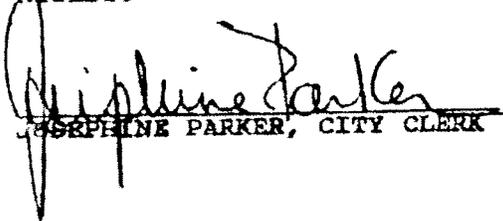
This Resolution shall go into effect immediately upon its passage and adoption and authentication by the signatures of the presiding officer and the Clerk of the Commission.

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

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


HARRY L. BETHEL, MAYOR PROTEM

ATTEST:


JOSEPHINE PARKER, CITY CLERK

93-533

LEASE AGREEMENT

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

WITNESSETH:

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

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

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

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

01-01-94

12-31-2023

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

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

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

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

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

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

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

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

*opened for
business Aug: 94*

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

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

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

14. Indemnification/Insurance.

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

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

Commercial General Liability

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

ii. The City shall maintain minimum limits of:

General Aggregate Limit
(Other than Products/Completed
Operations)

Limits

\$1,000,000

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

Personal Auto Policy

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

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

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

Property Insurance

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

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

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

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

Workers' Compensation/Employers' Liability

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

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

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

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

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

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

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

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

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

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

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

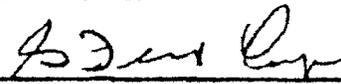
IN WITNESS THEREOF, the parties hereunto executed this lease the day and year first written above.

UTILITY BOARD OF THE CITY OF KEY WEST

BY: _____

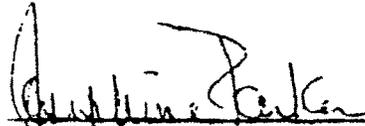
Secretary

CITY OF KEY WEST



BY: G. Felix Cooper
City Manager

11-19-93



Secretary - Josephina Parker
City Clerk

UTILITY BOARD OF THE CITY OF KEY WEST

POST OFFICE DRAWER 6100
KEY WEST, FLORIDA 33041-6100



TELEPHONE: (305) 294-5272
TELECOPIER: (305) 294-3685

October 19, 1993

HAND DELIVERED

Mr. Felix Cooper
City Manager
City of Key West
P. O. Box 1409
Key West, Florida 33041-1409



RE Lease Agreement - Parking Garage

Dear Mr. Cooper:

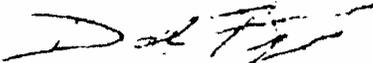
Please find enclosed five (5) copies of the lease agreement between The City of Key West and The Utility Board of Key West. This agreement has been modified to incorporate changes made at the Utility Board meeting of October 13, 1993.

Please sign all five copies and return. Upon completion by City Electric System, I will return one executed original for your files.

If any questions develop, please do not hesitate to call.

Sincerely,

UTILITY BOARD-CITY OF KEY WEST
"CITY ELECTRIC SYSTEM"
Robert R. Padron, General Manager


Dale Z. Frigan
Superintendent of Engineering

DZF/sm

cc:
R. Padron, L. Carey, L. Thompson
File (2)

Enclosure

UTILITY BOARD MEMBERS:

William T. Cates, Chairman - Marty Arnold, Vice-Chairman
Otha P. Cox, Member - Leonard H. Knowles, Member - John H. Robinson, Jr., Member

Exhibit K (10/20)

Thomas Francis-Siburg

From: Gina Kennedy <ginamkennedy@hotmail.com>
Sent: Thursday, October 1, 2020 11:21 AM
To: Thomas Francis-Siburg
Cc: Craig Hunt
Subject: Parking
Attachments: Parking Invoices.pdf

Thomas,

Per our conversation, I have attached copies of two invoices from 2014 and 2020. The following is what we have paid monthly.

Before 2013: \$1,427.32 per month
After Sept 2013: \$2,924.22 per month
After Oct 2018: \$4001.82 per month

Thanks,
Gina

CONCH HARBOR(r) and CONCH HARBOR MARINA(r) are registered trademarks of Conch Harbor Retail Center, LLC (a Florida limited liability company)

City of Key West
Department of Transportation
www.kwtransit.com
www.keywestcity.com



P.O. Box 1078
Key West, FL 33040
Phone: (305) 809-3910
Fax: (305) 292-8285

09/24/14

Conch Harbor Retail Center, Inc.
Attn: Gina
951 Caroline Street
Key West, FL 33040

This invoice is provided by the Department of Transportation, City of Key West, and reflects services rendered your organization based on mutual agreement for these services.

Description	Quantity	*Amount	Total Amount
Monthly Parking Passes	10	*107.25	\$1,072.50
Reservation Agreement	39	44.17	1,722.63
Sales Tax / Reservation	39	3.31	129.19
Total Due			\$2,924.32

*** Including Sales Tax**

Please submit payment to:

City of Key West
Department of Transportation
P.O. Box 1078
Key West, FL 33041

If there are any discrepancies or questions please call us at 809-3910.

City of Key West
Department of Transportation
www.kwtransit.com
www.cityofkeywest-fl.gov



5701 College Rd.
Key West, FL 33040
Phone: (305) 809-3910
Fax: (305) 292-8285

09/28/20

Conch Harbor Retail Center, Inc.
ginamkennedy@hotmail.com
951 Caroline Street
Key West, FL 33040

This invoice is provided by the Department of Transportation, City of Key West, and reflects services rendered your organization based on mutual agreement for these services.

Description	Quantity	Amount	Total Amount
**Monthly Parking Passes	10	*215.00	\$2,150.00
Reservation Agreement	39	44.17	1,722.63
Sales Tax / Reservation	39	3.31	129.19
Total Due			\$4,001.82

* Includes Sales Tax

Please submit payment to:
City of Key West
Department of Transportation
5701 College Road
Key West, FL 33041

If there are any discrepancies or questions please call us at 809-3910.

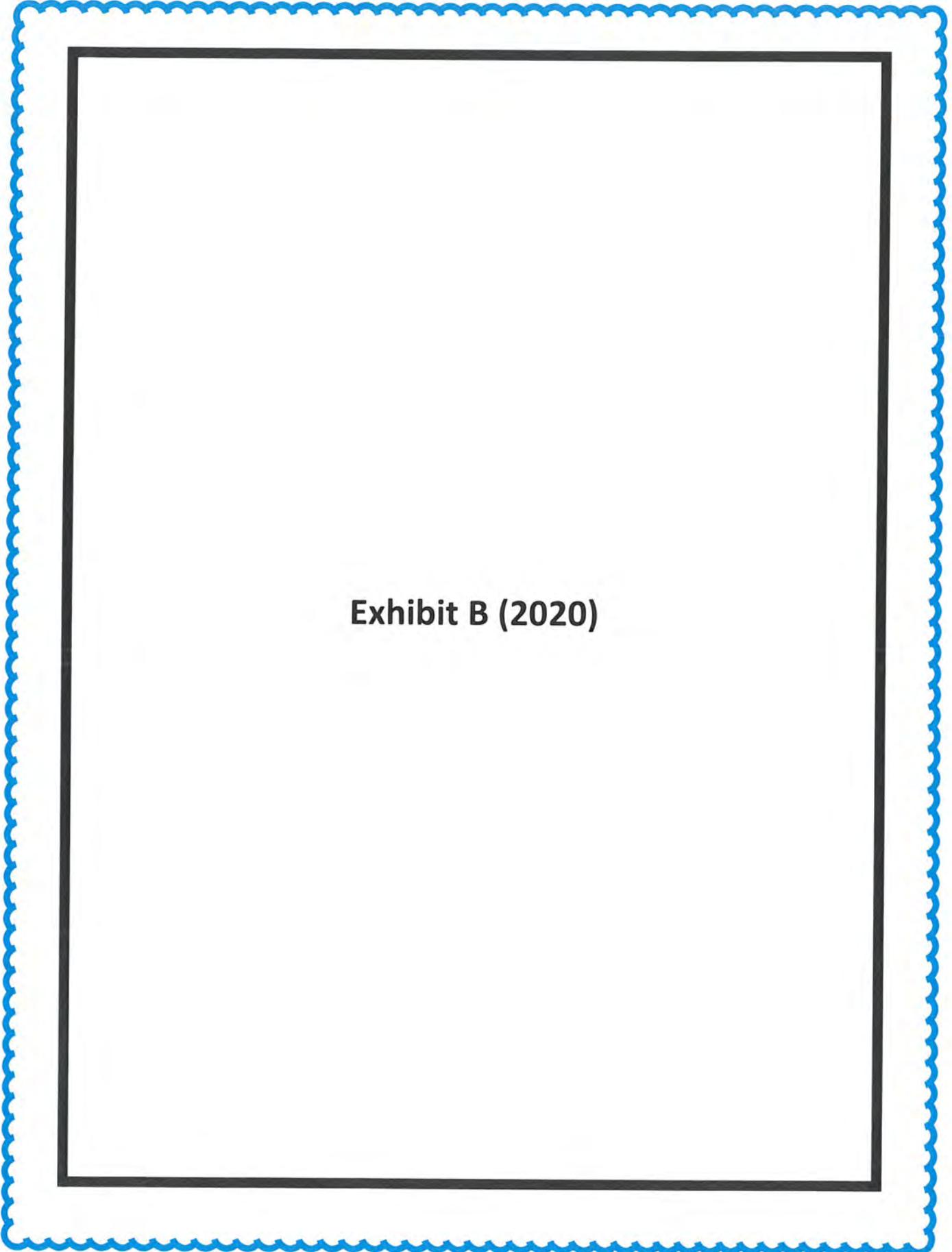


Exhibit B (2020)

RESOLUTION NO. 12-362

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF KEY WEST, FLORIDA, APPROVING A MAJOR MODIFICATION TO THE MAJOR DEVELOPMENT PLAN AND CONDITIONAL USE APPROVAL PREVIOUSLY APPROVED BY RESOLUTION 99-225 FOR THE PROPERTY LOCATED AT 951 CAROLINE STREET (RE #00002970-000000); PROVIDING CONDITIONS; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, section 108-91C(3) and (4) of the Code of Ordinances allows applicants to request major modifications to major development plans, including changes to specific conditions of development approvals, and those requests are required to be treated in the same manner as the original approval; and

WHEREAS, the Key West City Commission approved a major development plan and conditional use for the property in Resolution No. 99-225; and

WHEREAS, the applicant requested to modify the design of the Major Development Plan and modify conditions of City Commission approval granted in Resolution No. 99-225; and

WHEREAS, in Planning Board Resolution No. 2012-51 the Planning Board of the City of Key West recommended approval and found the modifications to the Major Development Plan to be in harmony with the general purpose and intent of the Land Development Regulations, and not injurious to the neighborhood, or otherwise detrimental to the public welfare; and

WHEREAS, in Planning Board Resolution No. 2012-52 the Planning Board of the City of Key West approved the applicant's variance request from the parking requirements contained in section 108-572(16) of the Land Development Regulations.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF KEY WEST, FLORIDA, AS FOLLOWS:

Section 1: That the above recitals are incorporated by reference as if fully set forth herein.

Section 2: That the proposed major modification to major development plan and conditional use for 951 Caroline Street is hereby approved, with conditions as set forth in Planning Board Resolution Number 2012-51, and described herein.

Section 3: That approval to the requested major modification is conditioned upon the following supplemental and modified requirements:

Conditions to be completed prior to or in conjunction with the issuance of building permits:

1. The applicant shall enter into a Parking Agreement to effectuate the provisions contained in Planning Board Resolution No. 2012-52 in a form approved by the Planning Director and the City Attorney. The City Manager is hereby authorized to execute the Parking Agreement in behalf of the City.

Conditions to be completed prior to the issuance of certificate of occupancy:

2. All five (5) auto and 123 bicycle/scooter parking spaces are installed.

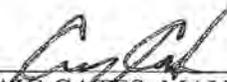
Section 4: That this Resolution shall go into effect immediately upon its passage and adoption and authentication by the signature of the presiding officer and the Clerk of the Commission and is subject to appeal periods as provided by the City of Key West Code of Ordinances (including the Land Development Regulations). After the City appeal period has expired, this permit or development order will be rendered to the Florida Department of

Community Affairs. Pursuant to Chapter 9J-1, F.A.C., this permit or development order is not effective for forty five (45) days after it has been properly rendered to the DCA with all exhibits and applications attached to or incorporated by reference in this approval; that within the forty five (45) day review period the DCA can appeal the permit or development order to the Florida Land and Water Adjudicatory Commission; and that such an appeal stays the effectiveness of the permit until the appeal is resolved by agreement or order.

Passed and adopted by the City Commission at a meeting held this 4th day of December, 2012.

Authenticated by the presiding officer and Clerk of the Commission on December 5, 2012.

Filed with the Clerk December 5, 2012.


CRAIG CATES, MAYOR

ATTEST:

CHERYL SMITH, CITY CLERK

PARKING AGREEMENT

THIS AGREEMENT, is entered into this 24th day of January, 2013, between the City of Key West, Florida, a municipal corporation organized and existing under the laws of the State of Florida, (hereinafter "City") and Conch Harbor Retail Center, LLC, (hereinafter "CH"),

WITNESSETH

Whereas, CH is the owner of the commercial property located at 951 Caroline St., Key West Monroe County, Florida (hereinafter the "Property"); and

Whereas, City and the Utility Board of the City of Key West, Florida, currently have in place a Lease Agreement for the property commonly referred to as the Park and Ride Facility located across Caroline Street from the Property (the "Park and Ride Property"), which Lease Agreement expires on December 31, 2023; and

Whereas, City and CH currently have in place an approved parking agreement dated August 11, 1998 for the Property that provides for use of space at the Park and Ride Facility; and

Whereas, City and CH desire to replace the prior parking agreement with this agreement in order to provide for an updated agreement that reflects the documented history of the Property's unique parking impacts, the data and analysis collected as part of the comprehensive parking study performed by Traf Tech Engineering Inc. and dated September 2012, current code requirements and the proposed redevelopment at the Property; and

Whereas, the City of Key West Land Development Regulations Article V, Division 3 – Variances Section 90-391 provides for variances to the Land Development Regulations when a literal enforcement of the land development regulations would result in unnecessary hardship; and

Whereas, on November 15, 2012, the Key West Planning Board passed Resolution No. 2012-52, approving a variance to the Land Development Regulations reducing the required onsite parking to 71 spaces after finding that the literal enforcement of the land development regulations would have resulted in unnecessary hardship; and

Whereas, the City of Key West Land Development Regulations Article V, Division 3 – Variances Section 90-395(b) provides for the prescribing of appropriate conditions and safeguards pertaining to variances; and

Whereas, the Key West Planning Board's approval of the variance to the Land Development Regulations contained in Resolution 2012-52 was specifically conditioned upon CH entering into a parking agreement with the City of Key West; and

Whereas, on December 4, 2012, the City Commission of the City of Key West passed Resolution No. 12-362, approving a Major Modification to the Major Development Plan and Conditional Use Approval previously approved by Resolution 99-225 pertaining to the Property; and

Whereas, the City Commission's approval of Resolution No. 12-362 was specifically conditioned upon CH entering into a Parking Agreement to effectuate the provisions contained in Resolution No. 2012-52 of the Key West Planning Board.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein and the mutual benefits accruing to both parties from the redevelopment of the Property and the terms and conditions contained herein, City and CH hereby agree as follows:

1. Parking Location

City agrees that CH may reserve parking spaces at the Park and Ride Facility, which is located across Caroline Street and within 500 feet of the Property, as necessary and subject to the terms and conditions of this agreement.

2. Agreement Term/New Agreement

This Agreement shall be for a term of 10 years beginning on the date the proposed redevelopment of the Property receives a Certificate of Occupancy. Subject to the City's ability to extend the expiration date of its Lease Agreement with the Utility Board of the City of Key West, Florida, beyond December 31, 2023, this Agreement will renew automatically for successive one year periods after the initial ten year term unless either party has cancelled the agreement pursuant to the terms hereof. Either party may cancel for any reason or no reason by giving the other party 180 days written notice of cancellation. In the event this Agreement is cancelled, CH shall immediately take all actions necessary to comply with those parking regulations contained the City's Land Development Regulations at the time this Agreement was entered into. Further, in the event this Agreement is renewed as provided for herein above and the City does not extend its Lease Agreement with the Utility Board of the City of Key West, Florida, this Agreement shall terminate on December 31, 2023, and be of no further force or effect. In this event, CH shall immediately take whatever actions are necessary to comply with those parking regulations contained in the City's Land Development Regulations at the time this Agreement was entered into.

This Agreement shall replace the prior agreement referenced above and shall be in full substitution therefore.

3. Parking Requirements

Attached hereto as Exhibit A is a parking study completed based on an analysis of the existing development and the proposed redevelopment and the parking required for said redevelopment and the parking required for the existing development.

A second parking study shall be performed after the redevelopment is in operation (not less than 3 years or as the City deems appropriate) to evaluate the parking impacts of the redevelopment. The second study may serve as the basis to re-evaluate the terms of this parking agreement

In addition, notwithstanding any provision of this agreement to the contrary, at any time, including the event in which the City does not extend its lease Agreement with the Utility Board of the City of Key West, Florida, Conch Harbor may petition the Planning Board or the City Commission, as appropriate, for reaffirmation of the parking variance without the requirement of this parking agreement should the parking study or other data indicate that the actual parking provided onsite is sufficient for the impacts created by the permitted uses on the property.

4. Compensation

The number of parking spaces required in the Park and Ride Facility based upon the City Code and accounting for what is provided on site are as set forth on Exhibit B attached hereto. The rates indicated shall increase at the rate of 3% per year. This will be calculated by adding 3% of the existing rate as it is charged at the end of any given calendar year to said existing rate. Payments will be made to City by CH on a monthly basis due on the first day of each calendar month for the term of this agreement, in advance.

Any monthly payment not received by the tenth of the month shall bear simple interest at 10% per annum from such tenth day until the payment is paid. In addition, all payments received after the 10th day of the month shall incur a \$50.00 administrative fee to cover the costs of collecting and processing late payments.

There are two categories of parking spaces contemplated under this Agreement. There are spaces that are reserved which are identified on Exhibit B as "Reservation Agreement" spaces, and there are allocated spaces which are allocated to CH and identified as "Park & Ride monthly". The spaces reserved are paid for at a lower rate because it is contemplated that City will charge for the actual use of the space when it is used and the City may allow anyone, even non CH customers, to use the space. The spaces that are allocated are paid for by CH at the City's actual monthly fee for parking in the Park & Ride facility. The allocated spaces are not identified; a placard shall be issued to the users of these spaces who will use such placards when seeking any available space within the parking facility.

5. Number of Spaces

At any time during the term of this agreement, CH may provide for its parking as required by Code in any manner it sees fit, provided it meets the requirements of City's Code of Ordinances and Land Development Regulations in effect at the time the redevelopment is approved. The number of spaces to be paid for by CH may be reduced during the term of this agreement if CH notifies City that it has provided for its required parking by alternate means.

In the event that the proposed redevelopment does not occur for any reason, the number of spaces shall be that number that CH needs to satisfy its parking requirement over and above what was needed for the existing development as of October 7, 2012, reduced by the number it has on site, without the proposed redevelopment.

6. Transferability

The City, at its discretion, may transfer the reserved spaces to any other City-owned, or -operated, parking lot within 500 feet of 951 Caroline Street.

7. Covenants of Conch Harbor : Use of Facilities

Conch Harbor covenants and agrees:

- (a) To pay all ad valorem tax, sales tax, federal income tax or any other tax which may become due and payable for the spaces which are the subject of this Agreement, during the agreement term.
- (b) To promote use of the municipal parking generally within the promotion of Conch Harbor's business.
- (c) Conch Harbor agrees to provide all required handicapped parking spaces on-site regardless of whether the remaining parking spaces may be provided off-site pursuant to this Agreement.

8. Covenants of City

City hereby covenants and agrees:

- (a) To accept as Conch Harbor's required parking the designation of municipal parking spaces as contemplated by this agreement.
- (b) That pursuant to its Lease Agreement with the Utility Board of the City of Key West, Florida, for the Park and Ride Facility, and to the federal transportation grant that in part underwrote the construction of the Park and Ride Facility, the City may enter into this Agreement.
- (c) Subject to the provisions contained herein above, to provide not less than 180-days notice to Conch Harbor to terminate this Agreement.

9. Default: Termination

The prompt payment for the designation of municipal parking upon the terms named, and the faithful observance of the City's rules, regulations and directives are the conditions upon which this Agreement is made and accepted and any failure on the part of Conch Harbor to comply with the terms of this Agreement or any of the rules and regulations or directives now in existence or which may hereafter be made may, at the option of the City, result in a termination of this Agreement. It is further covenanted and agreed between the parties that in case of default by Conch Harbor in the payment of any required sum herein provided for upon the day the same becomes due or payable of in the failure to perform any of the covenants of this lease, and such default shall continue for thirty (30) days after notice is given in writing by City, City may, at its option, declare the Agreement terminated and immediately require Conch Harbor to otherwise comply with those parking regulations contained in the City's Land Development Regulations at the time this Agreement was entered into .

10. Waiver of Breach Not Continuing Waver.

It is mutually covenanted and agreed between the parties that no waiver of a breach of any of the covenants of this Agreement shall be construed to be a waiver of any succeeding breach of the same covenant.

11. Binding Upon Successors, Etc.

This agreement and all its terms and conditions shall apply to and be binding upon and inure to the benefit of the heirs, executors, successors, and administrators of the parties where the context so requires or admits. With the exception of the successors in interest to CH's ownership of the Property, this Agreement shall not be assigned by CH.

12. Notice.

All notices, demands, or other writings in this agreement provided to be given or made or sent, or which may be given or made or sent, by either party to this Agreement to the other, shall be deemed to have been fully given or made or sent when made in writing and received by hand delivery or Certified Mail with sufficient postage prepaid thereon to carry it to this addressed destination and addressed as follows:

TO City: City Manager
 3140 Flagler Avenue
 Key West, FL 33040

With copy to: City Attorney
 3140 Flagler Avenue
 Key West, FL 33040

TO Conch Harbor: Conch Harbor Retail Center, LLC
951 Caroline Street
Key West, FL 33040

The address to which any notice, demand, or other writing may be given or made or sent to any party mentioned above may be changed by written notice given by the party mentioned above.

13. **Bankruptcy – Insolvency.**

If at any time after the date of this Agreement (whether prior to the commencement date of or during the Agreement term): (a) an involuntary proceeding in bankruptcy, insolvency or reorganization is instituted against Conch Harbor pursuant to any federal or state law now or hereafter enacted or any receiver or trustee is appointed for all or any portion of Conch Harbor's business or property or any execution or attachment is issued against Conch Harbor or Conch Harbor's business or property or against the leasehold created hereby and of such proceedings, process or appointment is not discharged and/or dismissed within sixty (60) days from the date of such filing, appointment or issuance, or (b) Conch Harbor files a voluntary petition in bankruptcy or petitions for (or enters into) an arrangement for reorganization, composition or any other arrangements with Conch Harbor's creditors under any federal or state law now or hereafter enacted or this Agreement or the estate of Conch Harbor shall herein pass to or devolve upon, by operation of law or otherwise, anyone other than Conch Harbor (except as herein provided), the occurrence of any one of such contingencies shall be deemed to constitute and shall be deemed a repudiation by Conch Harbor of its obligations hereunder and shall cause this Agreement, ipso factor, to be cancelled and terminated, but without thereby releasing Conch Harbor of its obligations hereunder. Upon termination of this Agreement as set forth in subsections (a) and (b) above, City shall have the right to retain as partial damages and not as penalty, monies paid hereunder and City shall also be entitled to exercise such rights and remedies to recover from Conch Harbor, as damages, such amounts as are specified herein, unless any statute or rule of governing the proceedings which such damages are to be proved shall lawfully limit the amount of such claims capable of being so proved, in which case City shall be entitled to recover, as and for liquidated damages, the maximum amount which may be allowed under any such statute or rule of law. Furthermore, upon termination of this Agreement, as provided herein, Conch Harbor or its successor in interest shall immediately comply with those parking regulations contained in the City's Land Development Regulations at that time, unless the City at its sole option shall extend this Agreement to such successor. Finally, upon the occurrence of termination set forth in subsections (a) and (b), City shall have an administrative claim for any and all amounts due under this Agreement.

14. Captions.

Headings labeling any provisions herein are for convenience only, and shall not in any way be construed as affecting, limiting, expanding, or stating the contents, meaning, or intent of the Agreement.

15. Severability.

If any provision of this Agreement shall be held by a court of competent jurisdiction to be invalid or unenforceable, the remaining provision shall not be impaired thereby, but such remaining provision shall be interpreted and enforced so to achieve, as near as may be, the purpose of this Agreement to the extent permitted by law.

16. Governing Law.

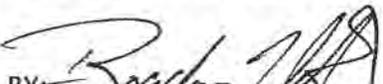
It is agreed that this Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Florida.

17. Entire Agreement.

This lease sets forth all the covenants, promises, agreements, and understandings between City and Conch Harbor concerning the parking facilities agreement/designation. No subsequent alteration, amendment, change, or addition to this Agreement shall be binding upon City or Conch Harbor unless reduced to writing and duly executed by both parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

CITY OF KEY WEST, FLORIDA

BY: 
Bogdan Vitas, City Manager

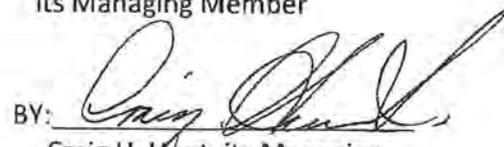


ATTEST:


CITY CLERK
KEY WEST, FLORIDA

CONCH HARBOR RETAIL CENTER, LLC

BY: Conch Harbor Marina, LLC;
its Managing Member

BY: 
Craig H. Hunt, its Managing
Member



EXECUTIVE SUMMARY

To: Bob Vitas, City Manager
Through: Donald Leland Craig, AICP, Planning Director
From: Brendon Cunningham, Senior Planner
Date: December 4, 2012

ACTION STATEMENT:

Major Development Plan - 951 Caroline Street (RE# 00002970-000000) - A request to amend a Major Development Plan and Conditional Use (CC Res. 99-225) approval in the HRCC-2 zoning district per Section 108-91(A.)(2)(b); and to modify landscaping standards along street frontage per Section 108-413(b) and minimum landscaped areas per Section 108-412(a) of the Land Development Regulations of the Code of Ordinances of the City of Key West.

Location: 951 Caroline Street (RE#00002970-000000)
Zoning: Historic Residential Commercial Core (HRCC-2) zoning district



BACKGROUND:

The site has been the location of the Conch Harbor Marina since 2003. The property consists of two restaurants and retail shops over a parking garage containing 66 spaces. There is a pool with cabanas, a boardwalk and pier for boat slips with an attached fueling station. As part of the previous approval, a landscaped area was set aside in the front of the development in anticipation of further parking needs. Currently, the total parking requirements are met by the existing on-site parking garage and an agreement between the owner and the City to secure designated parking in the Park-n-Ride garage across the street. That agreement will be voided as part of this amendment. As a result, a variance application, to include parking, is part of this process. A condition of approval will be the granting of a variance to parking requirements. The applicant will then seek to obtain a parking agreement to counter the number of parking spaces granted in the variance.

City Actions:

Development Review Committee Meeting:	July 26, 2012
HARC Meeting, #H12-01-1180:	August 15, 2012
Tree Commission Meeting:	August 16, 2012
Planning Board Meeting:	November 15, 2012
City Commission Meeting:	December 4, 2012

PLANNING STAFF ANALYSIS:

The applicant is proposing an amendment to a Major Development Plan and Conditional Use application to allow the construction of a 13,500 square foot addition to the existing development to house West Marine, a ship's chandlery and marine specialty store. This addition will be located on the landscaped area dedicated for future parking.

The property is located within the HRCC-2 zoning district. This district is guided by Section 122-716 (5) which requires the implementation of urban design schemes that attract and encourage pedestrian traffic. To that end, the design brings the building close to the street. By doing so, building and impervious coverage's, front-yard setback and on-site parking requirements are difficult to meet. The property has 66 existing off-street parking spaces and will add five more for a total of 71 on-site spaces. The physical land constraints of the property are not conducive for providing the required additional 72, for a total of 143 total parking spaces.

Data Table

Variance to:	Required/Allowed	Existing	Proposed
Building Coverage	50%	40.1%	56.8%
Impervious Surface Ratio	60%	69.5%	86.1%
Front-yard Setback	10 feet	43.9 feet	5.6 feet
Street-side Setback	7.5 feet	9 feet	0 feet
Parking Requirements- Auto	144	66	71
Bicycle / Scooter	25% - 31 spaces	64	123

The applicant requested that bicycle parking be substituted for 31 auto spaces: 123 bicycle by 4 equals 31 auto spaces (Sec. 108-574 & 108-576). This would bring the total on-site parking to 102 spaces: 71 auto plus 31 bicycle/auto equivalent equals 102 total spaces. The remaining variance request would be for 41 spaces. The Planning Board heard a request for variances to the

additional required spaces which it recommended approval for on November 15, 2012. Additionally, the applicant proposes a parking agreement with the City for space in the Park-n-Ride to reserve 49 parking spaces for use by staff and customer over-flow.

Options / Advantages / Disadvantages:

Option 1: Approve the Major Development Plan/Conditional Use.

1. **Consistency with the City's Strategic Plan, Vision, and Mission:** The property is located within the HRCC-2 zoning district. This district is guided by Section 122-716 (5) which requires the implementation of urban design schemes that attract and encourage pedestrian traffic. This is consistent with the City's Strategic Plan, Vision, and Mission.
2. **Financial Impact:** There is an anticipated financial impact. According to the Monroe County Property Appraiser the project is expected to generate \$20,000 to \$30,000 in new ad valorem taxes.

Option 2: Deny the Major Development Plan.

1. **Consistency with the City's Strategic Plan, Vision, and Mission:** The denial of the request is not consistent with the City's Strategic Plan, Vision, and Mission.
2. **Financial Impact:** Denying the request may cause the city to lose the opportunity for a significant improvement to the health, safety and welfare of the City.

RECOMMENDATION: Staff Recommends the City Commission approve Option 1 with the following conditions:

The Planning Department, based on the criteria established by the Comprehensive Plan and the Land Development Regulations, recommends the request for Major Development Plan and right-of-way waiver/modification be **approved** with the following conditions:

Condition to be completed prior to the issuance of building permits:

The City Commission approves a Parking Agreement for the reservation of 49 spaces in the Park-n-Ride facility. Any potential user will pay the applicable hourly/daily rates in addition to the reservation fees already assessed for the applicant.

Condition to be completed prior to the issuance of a Certificate of Occupancy:

All five (5) auto and 123 bicycle scooter-parking spaces are installed.

**PLANNING BOARD RESOLUTION
NUMBER 2012-51**

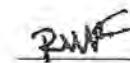
**A RESOLUTION OF THE KEY WEST
PLANNING BOARD GRANTING APPROVAL
OF A MAJOR MODIFICATION TO A MAJOR
DEVELOPMENT PLAN AND CONDITIONAL
USE APPROVAL FOR PROPERTY LOCATED
AT 951 CAROLINE STREET (RE# 00002970-
000000), KEY WEST FLORIDA; PROVIDING
FOR AN EFFECTIVE DATE.**

WHEREAS, the subject property is located in the Historic Residential Commercial Core (HRCC-2), zoning district; and

WHEREAS, Section 108-91C(3) and (4) of the Code of Ordinances allows applicants to request Major Modifications to Major Development Plans including changes to specific conditions of development approvals and those requests are required to be treated in the same manner as the original approval; and

WHEREAS, the original Major Development Plan and Conditional Use proposal was recommended for approval by the Planning Board through Resolution 1999-010 and was subsequently approved by the City Commission through Resolution 99-225; and

WHEREAS, the applicant requested to amend the approval to include the addition of

 Chairman

 Planning Director

13,500 square feet of commercial floor area; and

WHEREAS, this matter came before the Planning Board at a duly noticed public hearing on November 15, 2012; and

WHEREAS, the granting of a combined Conditional Use and Major Modification to the Major Development Plan is consistent with the criteria in the code; and

WHEREAS, the recommendation of approval of the combined Conditional Use and Major Modification to the Major Development Plan is in harmony with the general purpose and intent of the Land Development Regulations, and will not be injurious to the neighborhood, or otherwise detrimental to the public welfare; and

WHEREAS, the approval is consistent with the criteria in the Code; and

NOW, THEREFORE, BE IT RESOLVED by the Planning Board of the City of Key West, Florida:

Section 1. That the above recitals are incorporated by reference as if fully set forth herein.

Section 2. That an amendment to a Major Development Plan and Conditional Use to Resolution 1999-010 per Section 108-91(A.)(2)(b); and to modify landscaping standards along street

 Chairman

 Planning Director

frontage per Section 108-413(b) and Section and minimum landscaped areas per Section 108-412(a), under the Code of Ordinances of the City of Key West, Florida, is hereby recommended for City Commission approval for property located at 951 Caroline Street (RE#00002970-000000).

Condition to be completed prior to the issuance of building permits:

The Parking Agreement is approved by the City Commission.

Condition to be completed prior to the issuance of a Certificate of Occupancy:

All five (5) auto and 123 bicycle scooter-parking spaces are installed.

Section 3. This Conditional Use request and Major Modification to a Major Development Plan application recommended for approval to the City Commission, does not constitute a finding as to ownership or right to possession of the property, and assumes, without finding, the correctness of applicant's assertion of legal authority respecting the property.

Section 4. This resolution shall go into effect immediately upon its passage and adoption and authentication by the signatures of the presiding officer and the Clerk of the Commission.

Section 5. This resolution is subject to appeal periods as provided by the City of Key West Code of Ordinances (including the Land Development Regulations). After the City appeal period has expired, this permit or development order will be rendered to the Florida Department of Community

 Chairman

 Planning Director

Affairs. Pursuant to Chapter 9J-1, F.A.C., this permit or development order is not effective for forty five (45) days after it has been properly rendered to the DCA with all exhibits and applications attached to or incorporated by reference in this approval; that within the forty five (45) day review period the DCA can appeal the permit or development order to the Florida Land and Water Adjudicatory Commission; and that such an appeal stays the effectiveness of the permit until the appeal is resolved by agreement or order.

Read and passed on first reading at a meeting held this 29th day of November, 2012.

Authenticated by the Chairman of the Planning Board and the Planning Director.



Richard Klitenick, Chairman
Key West Planning Board

11-19-2012

Date

Attest:

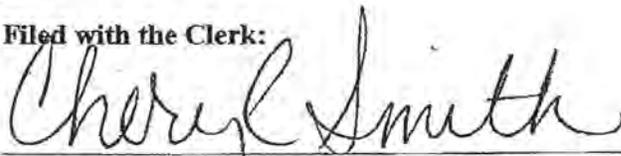


Donald Leland Craig, AICP
Planning Director

11-19-12

Date

Filed with the Clerk:



Cheryl Smith, City Clerk

11-19-12

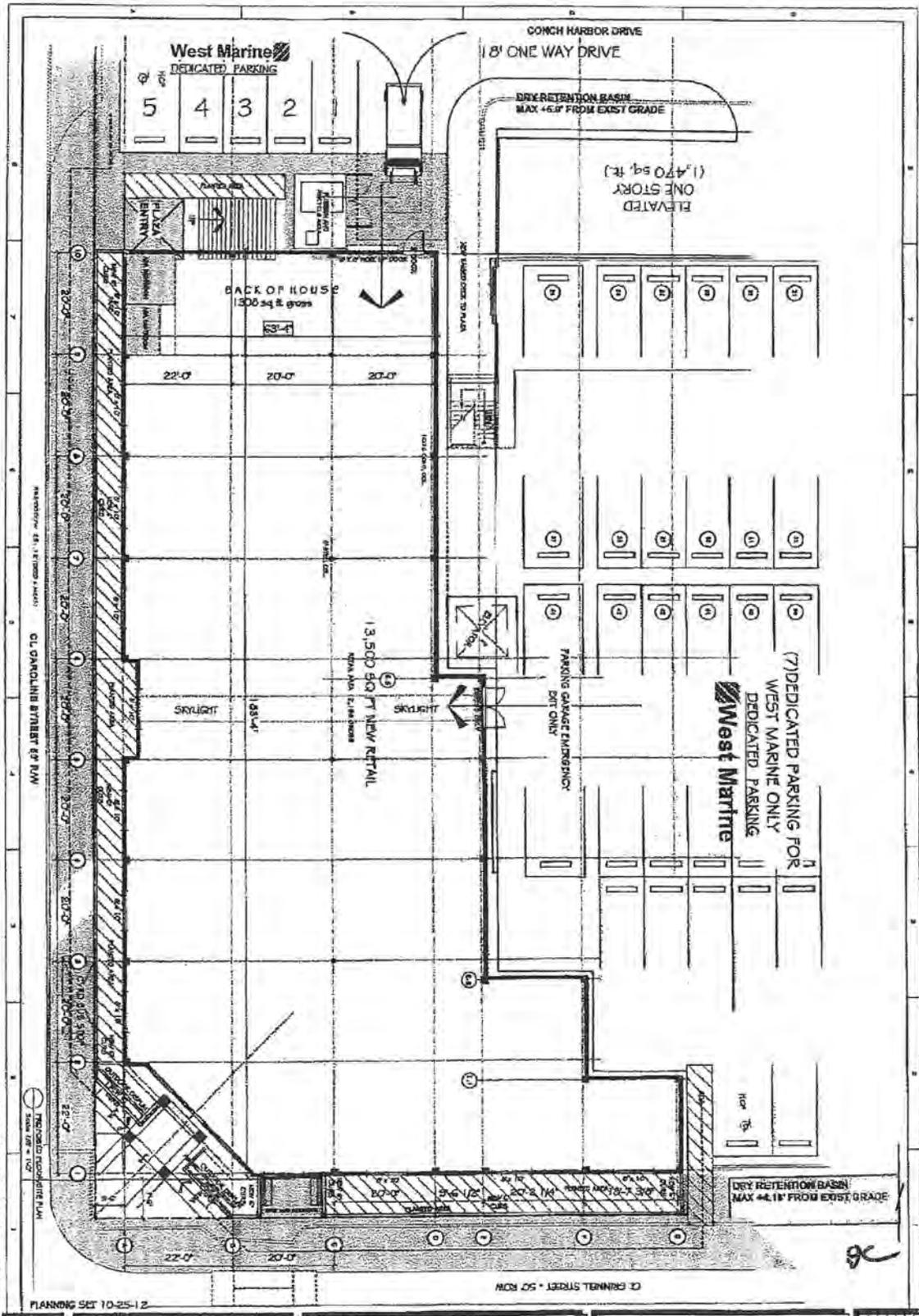
Date



Chairman



Planning Director



PETAL M. PISC. REGISTRATION # A00015139
 PLANNING SET 10-25-12

SHEET 1
A-3
 OF

DRAWING TITLE:
 ENLARGED PLAN

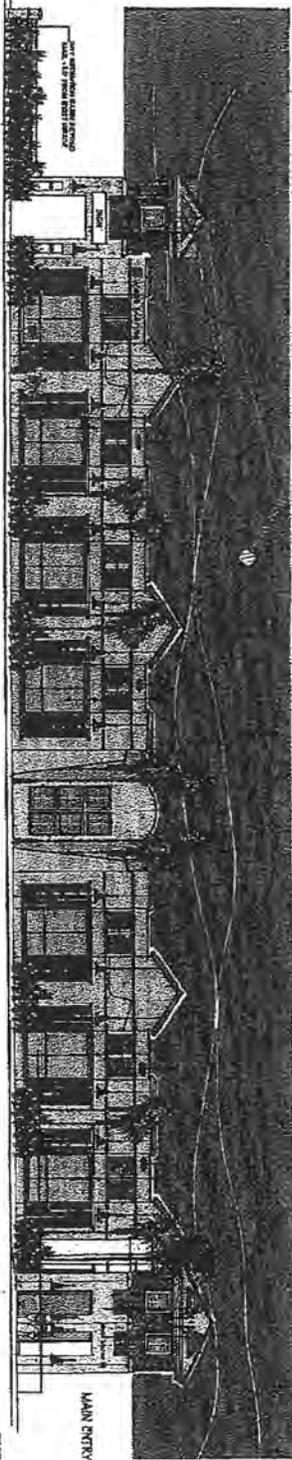
PROJECT:
West Marine
 CONCH HARBOR 951-955 CAROLINE ST.
 KEY WEST, FLORIDA

471 851 HICKORY I
 SUITE 101
 525 WEST, FLA. 33040
 305-256-1082

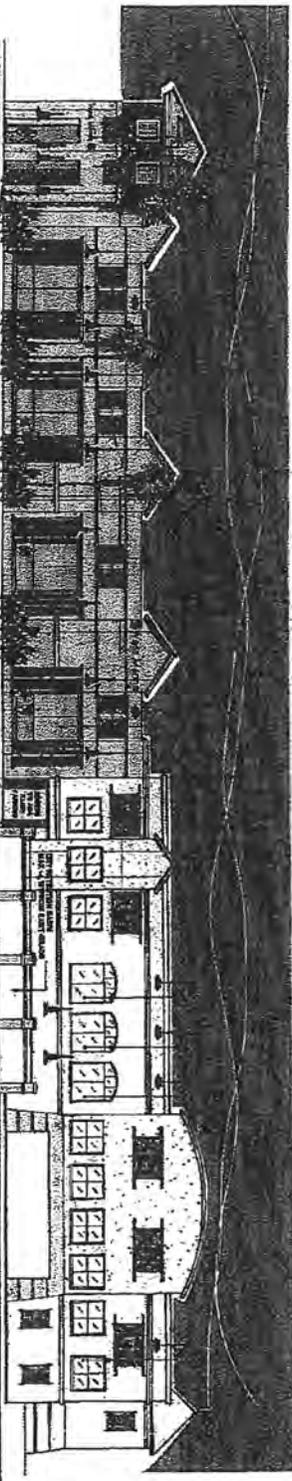


RMC

NEVER, EVER SCALE REPRODUCED DRAWINGS - BAD IDEA



CAROLINE STREET
PROPOSED ELEVATION



GRINNELL STREET
PROPOSED ELEVATION

PROPOSED NEW CONSTRUCTION

EXISTING BUILDING



West Marine
PROPOSED WEST MARINE RETAIL CENTER
- AT CONCH HARBOR -

ARCHITECT: PETER PIKE & ASSOCIATES
471 US HIGHWAY 1, KEY WEST FLORIDA 309-281-1432

PETER M. PIKE P.A. REGISTRATION # A500151190

PLANNING SET (0-25-12)

SHEET
A-4
OF

DRAWING TITLE:
EXISTING / PROPOSED
ELEVATIONS

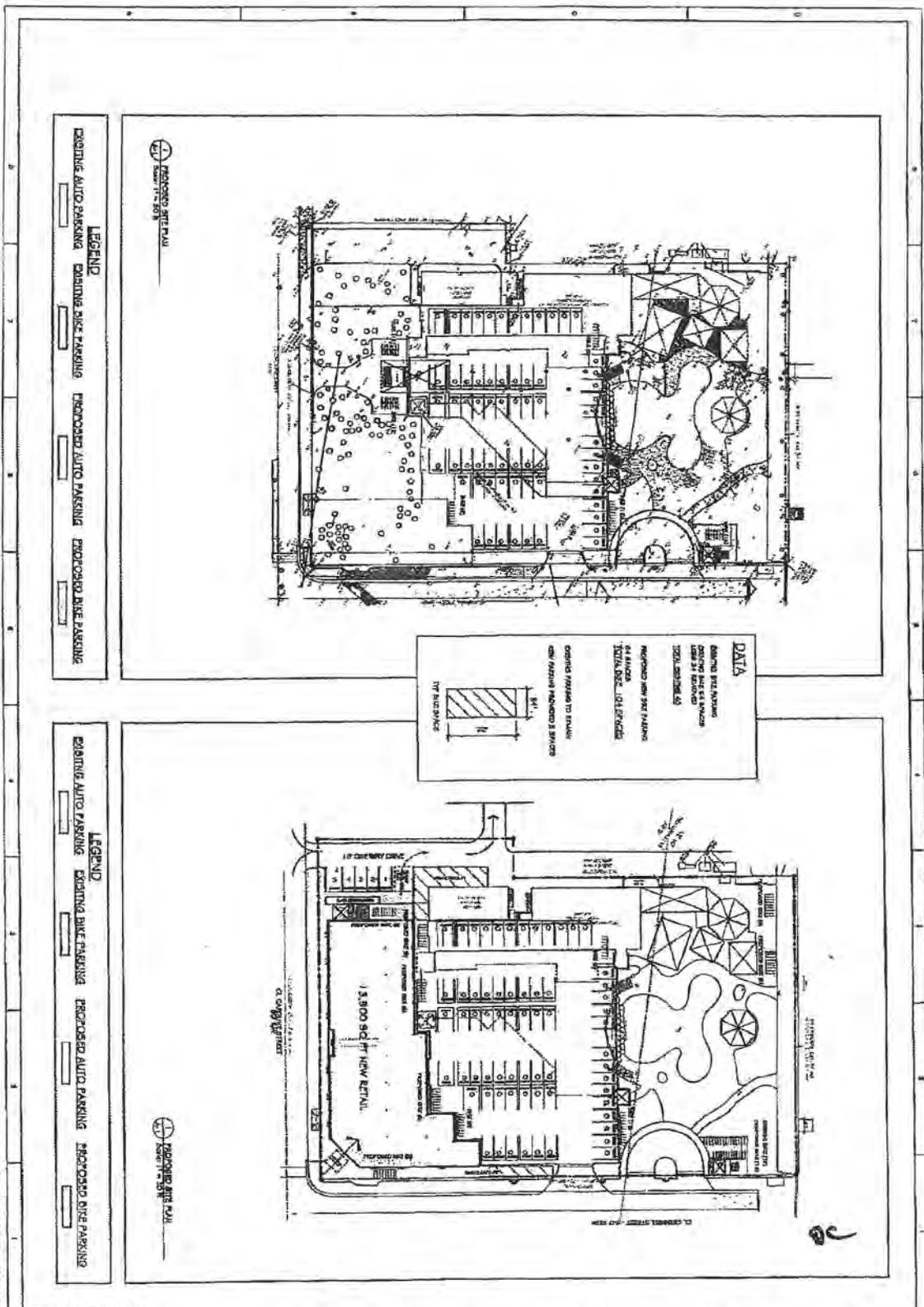
PROJECT:
West Marine
CONCH HARBOR, 951-955 CAROLINE ST.
KEY WEST, FLORIDA

471 US HIGHWAY 1
SUITE 101
KEY WEST, FLA. 33002
305-292-1432

DATE	DESCRIPTION

NEVER, EVER SCALE REPRODUCED DRAWINGS - BAD IDEA!

PC
RUK



LEGEND
 EXISTING AUTO PARKING
 EXISTING BIKE PARKING
 PROPOSED AUTO PARKING
 PROPOSED BIKE PARKING

LEGEND
 EXISTING AUTO PARKING
 EXISTING BIKE PARKING
 PROPOSED AUTO PARKING
 PROPOSED BIKE PARKING

DATA
 EXISTING SITE AREAS
 EXISTING BUILDING SERVICES
 EXISTING SERVICES
 PROPOSED NEW SITE PARKING
 94 SPACES
 TOTAL SITE LOT SPACES
 1000 SPACES

CONCRETE PAVING TO MATCH
 EXISTING PAVING IN ADJACENT
 AREAS

10' WIDE DRIVE

PETER M. PALFA, REGISTRATION # A90019138

PLANNING SET 10-25-12

DATE: 10/25/12
 SHEET: A-7
 OF: 8

DRAWING TITLE:
 PARKING PLAN

PROJECT:
West Marine
 CONCH HARBOR 951-966 CAROLINE ST.
 KEY WEST, FLORIDA

471 US HIGHWAY 1
 SUITE 101
 KEY WEST, FLA. 33040
 305-290-1099

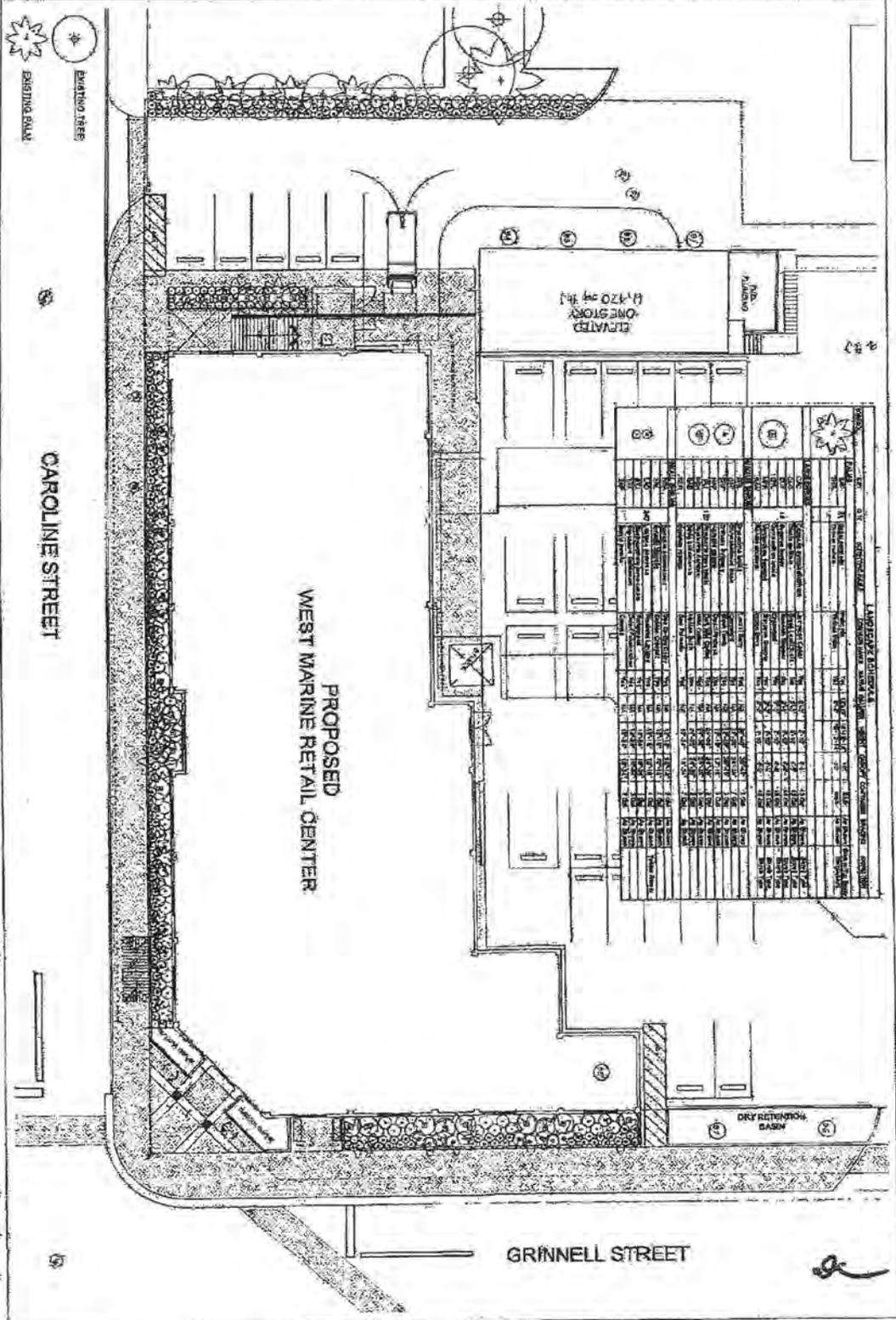
WEST MARINE
 FISH MARKET

REVISIONS	DATE	BY	DESCRIPTION

RENDERED AT SCALE. REPRODUCED DRAWINGS - DAD IDEA

RMC

LANDSCAPE PLAN



CAROLINE STREET

PROPOSED
WEST MARINE RETAIL CENTER

GRINNELL STREET

NOTES:
1. FOR CONSTRUCTION,
SITE PLAN PROVIDED BY THE ARCHITECT,
SURVEY MADE PROVIDED BY FERNZ ENGINEERING.

DATE: 10/15/11
SCALE: AS SHOWN
DRAWN BY: [Signature]

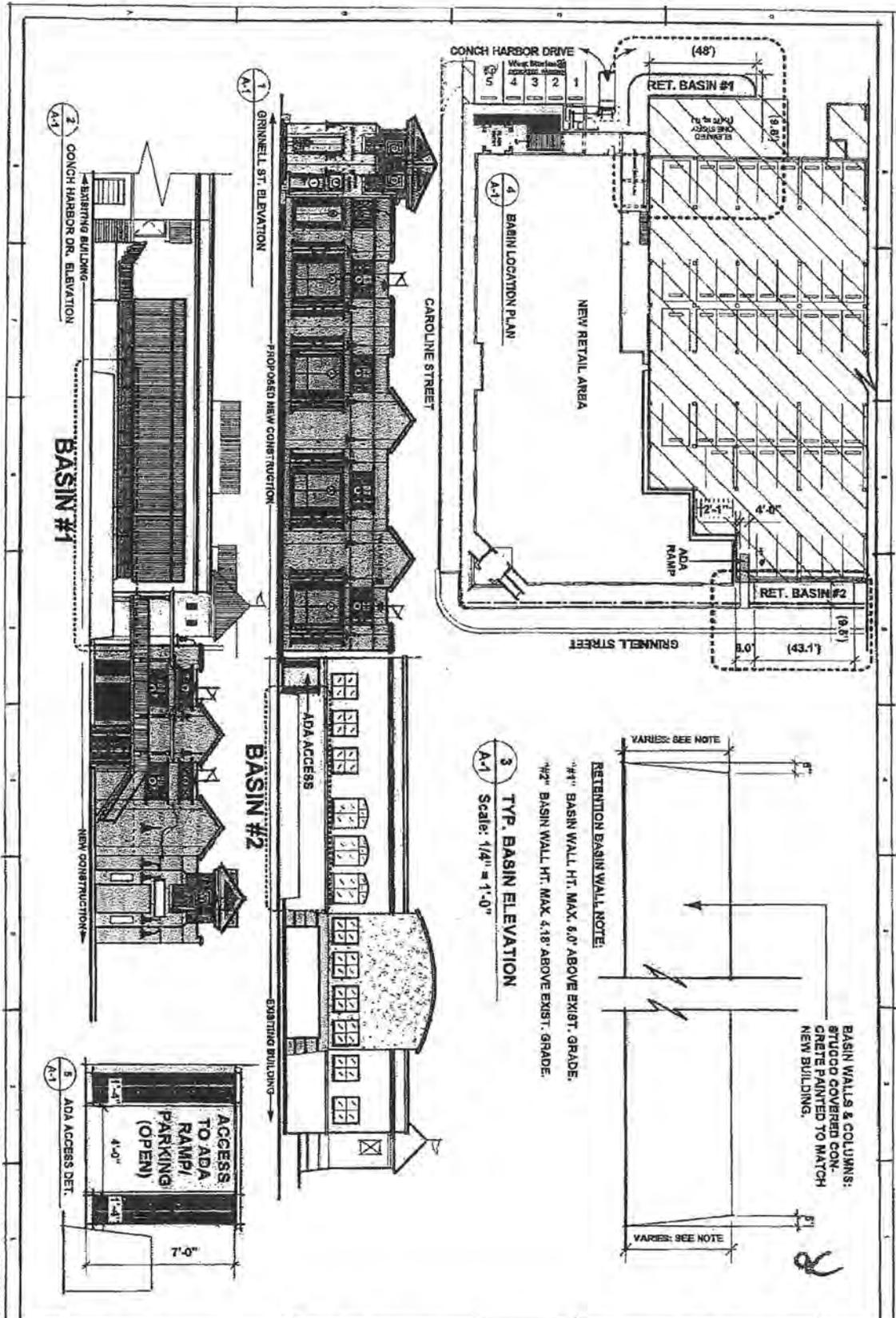
Scale: 1" = 20'
DATE: 10/15/11
DRAWN BY: [Signature]

West Marine
CONCH HARBOR 991-855 CAROLINE ST.
KEY WEST, FLORIDA

PROJECT: WEST MARINE RETAIL CENTER
DATE: 10/15/11
DRAWN BY: [Signature]

ELIZABETH
NEWLAND
LANDSCAPE ARCHITECT
DATE: 10/15/11

PKK



RETENTION BASIN WALL NOTE:
 #4" BASIN WALL HT. MAX. 6.0' ABOVE EXIST. GRADE.
 #2" BASIN WALL HT. MAX. 4.18' ABOVE EXIST. GRADE.

BASIN WALLS & COLUMNS:
 STUDO COVERED CON-
 CRETE PAINTED TO MATCH
 NEW BUILDING.

VARIES: SEE NOTE

VARIES: SEE NOTE

PETRIUM PH&E P.L.L.C. REGISTRATION # AB0015155

DRAWING TITLE:
 SITE PLANDetails
 RETENTION BASINS

DATE: 11/15/11
 DRAWN BY: J. B. BROWN
 CHECKED BY: J. B. BROWN
 PROJECT NO.: 11-0015

SCALE: AS SHOWN
 SHEET # 1
 OF 1

PROJECT:

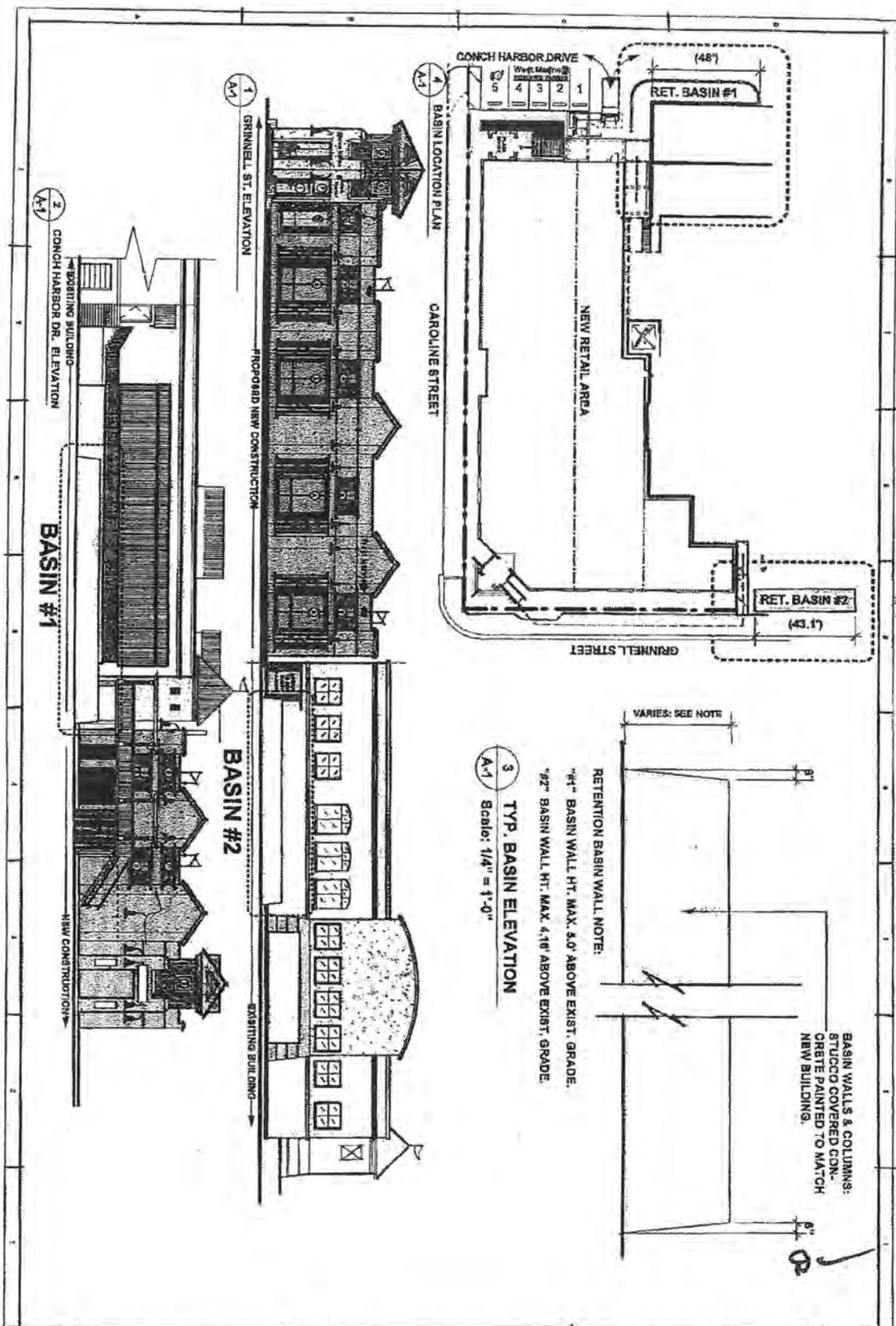
West Marine
 CONCH HARBOR 361-255 CAROLINE ST.
 KEY WEST, FLORIDA

475 US HIGHWAY 1
 SUITE 106
 KEY WEST, FLA. 33040
 304-296-9332

PHILIP J. PINE
 ARCHITECT
 REGISTERED PROFESSIONAL ARCHITECT

CONSTRUCTION DATE:

NEVER, EVER! SCALE REPRODUCED DRAWINGS - BAD IDEAL



RETENTION BASIN WALL NOTE:
 "4'-0" BASIN WALL HT. MAX. 4.0' ABOVE EXIST. GRADE.
 "4'-7" BASIN WALL HT. MAX. 4.18' ABOVE EXIST. GRADE.

3 TYP. BASIN ELEVATION
 A-1 Scale: 1/4" = 1'-0"

BASIN WALLS & COLUMNS:
 STUCCO COVERED CON-
 CRETE PAINTED TO MATCH
 NEW BUILDING.

EMK

PETER M. PINE P.L.L.C. REGISTRATION # AR0015138

SHEET #1
 OF 1
 A-1

DRAWING TITLE:
 SITE PLAN
 & SITE DATA

PROJECT:
West Marine
 CONCH HARBOR 891-855 CAROLINE ST.
 KEY WEST, FLORIDA

471 US HIGHWAY 1
 SLATE 104
 KEY WEST, FLA. 33840
 305-236-9211

**PLANNING BOARD
RESOLUTION No. 2012-52**

**A RESOLUTION OF THE KEY WEST
PLANNING BOARD GRANTING VARIANCES
TO BUILDING COVERAGE, IMPERVIOUS
SURFACE RATIO, FRONT AND STREETSIDE
SETBACK REQUIREMENTS AND PARKING
REQUIREMENTS FOR PROPERTY LOCATED
AT 951 CAROLINE STREET (RE# 00002970-
000000), UNDER THE CODE OF ORDINANCES
OF THE CITY OF KEY WEST, FLORIDA;
PROVIDING FOR AN EFFECTIVE DATE.**

WHEREAS, Code Section 90-391 allows applicants to request variances to the Land Development Regulations through the Planning Board; and

WHEREAS, Section 122-720 of the Code of Ordinances provides for the maximum and minimum dimensional requirements for property located in the HRCC-2 zoning district; and

WHEREAS, the applicant requested variances to Section 122-720 (4) a. & b.: building coverage and impervious surface ratio; and

WHEREAS, the applicant requested variances to Section 122-720 (6) a. & d.: front and side-yard setbacks; and

WHEREAS, the applicant requested a variance to parking requirements per Section 108-572 (16): one parking space per 300 square feet of commercial floor area; and


Chairman


Planning Director

WHEREAS, this matter came before the Planning Board at a public hearing on November 15, 2012; and

WHEREAS, the Planning Board finds that special conditions and circumstances exist which are peculiar to the land, structure, or building involved and which are not applicable to other land, structures or buildings in the same district; and

WHEREAS, the Planning Board finds that the special conditions do not result from the action or negligence of the applicant; and

WHEREAS, the Planning Board finds that granting the variance requested will not confer upon the applicant any special privileges denied by the Land Development Regulations to other lands, buildings or structures in the same zoning district; and

WHEREAS, the Planning Board finds that the literal interpretation of the provisions of the Land Development Regulations would deprive the applicant of rights commonly enjoyed by other properties in this same zoning district under the terms of this ordinance and would work unnecessary and undue hardship on the applicant; and

WHEREAS, the Planning Board finds that the variance granted is the minimum variance


Chairman


Planning Director

that will make possible the reasonable use of the land, building or structure; and

WHEREAS, the Planning Board finds that the granting of the variance will be in harmony with the general intent and purpose of the Land Development Regulations and that such variance will not be injurious to the area involved or otherwise detrimental to the public interest or welfare; and

WHEREAS, the Planning Board finds that no non-conforming use of neighboring lands, structures, or buildings in the same district, and no permitted use of lands, structures or buildings in other districts shall be considered grounds for the issuance of any variance; and

WHEREAS, the Planning Board finds that the applicant has demonstrated a “good neighbor policy” by contacting or making a reasonable attempt to contact all noticed property owners who have objected to the variance application, and by addressing the objections expressed by those neighbors;

NOW, THEREFORE, BE IT RESOLVED by the Planning Board of the City of Key West, Florida:

Section 1. That the above recitals are incorporated by reference as if fully set forth herein.

Section 2. That the variances to building coverage from the 50% allowed to the 56.8% proposed, to the impervious surface ratio from the 60% allowed to the 86.1% proposed, to the front-yard setback of 10 feet required to the 5.6 feet proposed, to the street-side setback of 7.5 feet required to the zero feet proposed and the 144 required number of parking spaces required to the 102


Chairman

Planning Director

proposed associated with an amendment to a Major Development Plan and Condition Use approval for property located at 951 Caroline Street (RE# 00002970-000000) in the Key West Bight per Sections 122-720(4) a. & b., 122-720 (6) a. & d. and 108-572 (16) of the Land Development Regulations of the Code of Ordinances of the City of Key West, are approved as shown on the attached plan set received October 31, 2012, with the following conditions:

Condition to be completed prior to the issuance of building permits:

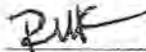
Any parking agreement is approved by the City Commission.

Condition to be completed prior to the issuance of a Certificate of Occupancy:

All five (5) auto and 123 bicycle scooter-parking spaces are installed.

Section 3. It is a condition of this variance that full, complete, and final application for all permits required for any new construction for any use and occupancy for which this variance is wholly or partly necessary, whether or not such construction is suggested or proposed in the documents presented in support of this variance, shall be submitted in its entirety within two years after the date hereof; and further, that no application or reapplication for new construction for which the variance is wholly or partly necessary shall be made after expiration of the two-year period without the applicant obtaining an extension from the Planning Board and demonstrating that no change of circumstances to the property or its underlying zoning has occurred.

Section 4. The failure to submit a full and complete application for permits for new construction for which this variance is wholly or partly necessary, or the failure to complete new construction for use and occupancy pursuant to this variance in accordance with the terms of a City building permit issued upon timely application as described in Section 3 hereof, shall immediately

 Chairman
 Planning Director

operate to terminate this variance, which variances shall be of no force or effect.

Section 5. This variance does not constitute a finding as to ownership or right to possession of the property, and assumes, without finding, the correctness of applicant's assertion of legal authority respecting the property.

Section 6. This resolution shall go into effect immediately upon its passage and adoption and authentication by the signatures of the presiding officer and the Clerk of the Commission.

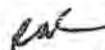
Section 7. This resolution is subject to appeal periods as provided by the City of Key West Code of Ordinances (including the Land Development Regulations). After the City appeal period has expired, this permit or development order will be rendered to the Florida Department of Community Affairs. Pursuant to Chapter 9J-1, F.A.C., this permit or development order is not effective for forty five (45) days after it has been properly rendered to the DCA with all exhibits and applications attached to or incorporated by reference in this approval; that within the forty five (45) day review period the DCA can appeal the permit or development order to the Florida Land and Water Adjudicatory Commission; and that such an appeal stays the effectiveness of the permit until the appeal is resolved by agreement or order.

Read and passed on first reading at a regularly scheduled meeting held this 15th day of November, 2012.

Authenticated by the Chairman of the Planning Board and the Planning Director.


Richard Klitenick, Chairman
Key West Planning Board

11/19/2012
Date


Chairman

Planning Director

Attest:



Donald L. Craig, AICP
Planning Director

11-19-12

Date

Filed with the Clerk:



Cheryl Smith, City Clerk

11-19-12

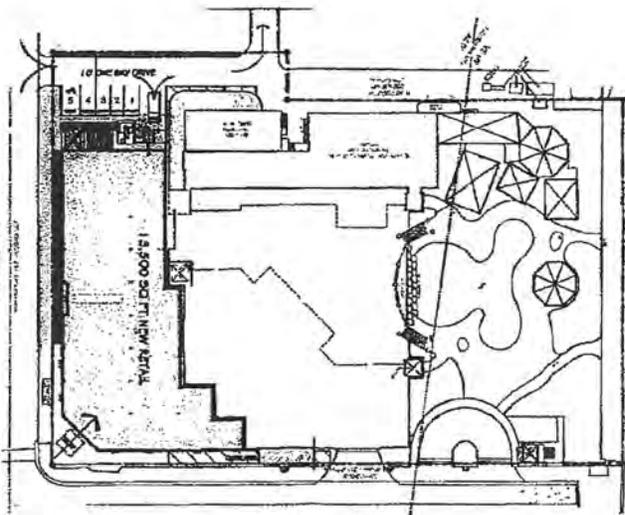
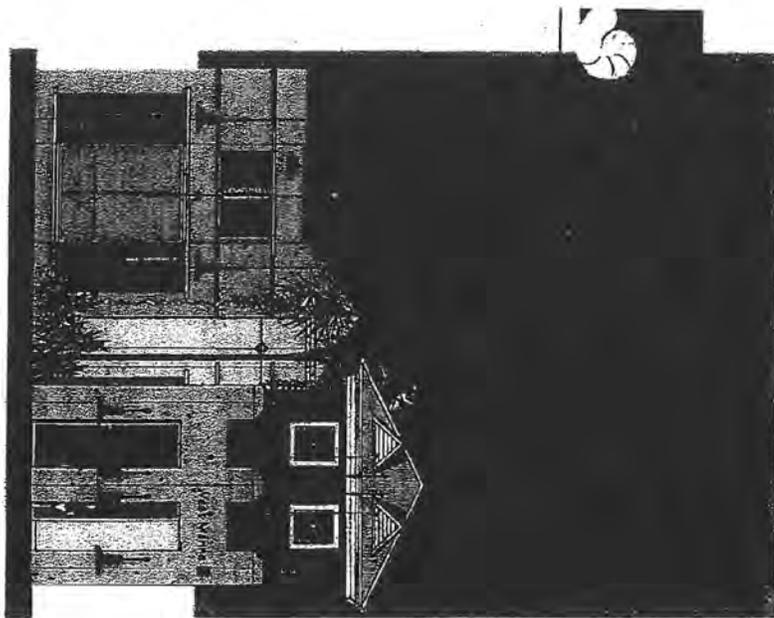
Date



Chairman



Planning Director



THE PROPOSED SITE PLAN
SCALE: 1" = 25'-0"

SCALE: 1" = 80'

USE OF ROOMS & DIMENSIONS AS SHOWN
SECTION 8.1, CHAPTER 63.0000, FLORIDA BUILDING CODE
SCALE OF 1/8" = 1'-0", ADOPTED
THIS PLAN SHALL BE USED FOR PERMITS ONLY
IT IS NOT TO BE USED FOR CONSTRUCTION
OR FOR ANY OTHER PURPOSES WITHOUT THE WRITTEN
CONSENT OF THE ARCHITECT

- INDEX OF DRAWINGS**
- A-1 SITE PLAN
 - A-2 FIRST LEVEL PLAN
 - A-3 SECOND LEVEL PLAN
 - A-4 GRADE LEVEL PLAN
 - A-5 PROPOSED ELEVATIONS

PERMITS, PROFESSIONAL REGISTRATION # ABO013150

PLANNING SET 10-25-12

SHEET #	OF	DRAWING TITLE:
		SITE PLAN

PROJECTS

West Marine

CONCH HARBOR 951-855 CAROLINE ST.
KEY WEST, FLORIDA

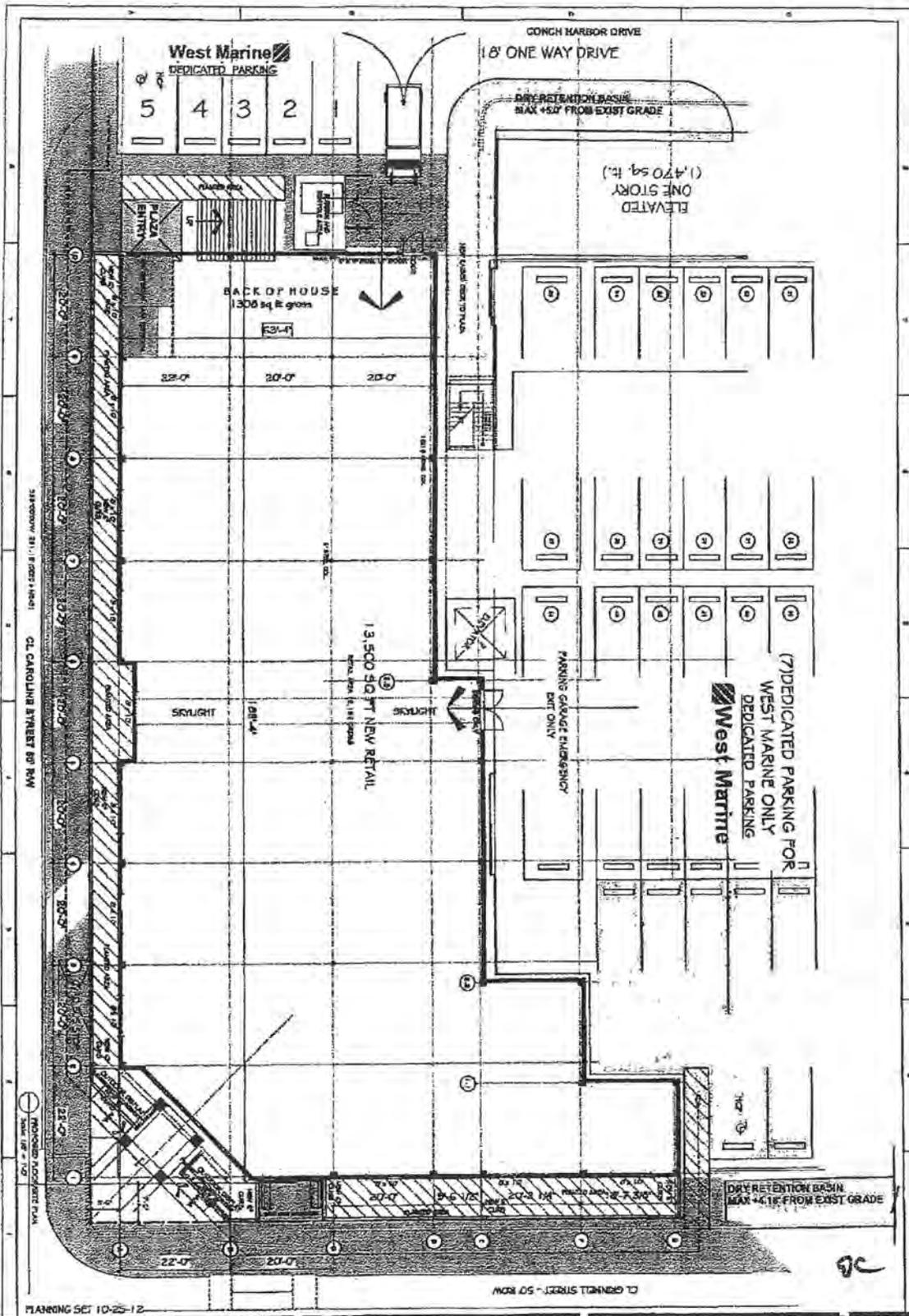
471 10 HIGHWAY 1
SUITE 107
KEY WEST, FLA. 33040
305-233-1472

ALLEN PINE ARCHITECTS

REVISIONS	DATE

DC *PAK*

NEVER, EVER SCALE REPRODUCED DRAWINGS - BAD IDEA



FT. M. FIRE P.A. REGISTRATION # A00015150
 PROPOSED FLOOR/PAV'T PLAN
 SCALE: 1/8" = 1'-0"
 3/8" WOODWORK (31.1) (2025+14641)
 CL. CAROLINE STREET 60' RW
 3/8" WOODWORK (31.1) (2025+14641)

DRAWING TITLE:
 CHANGED PLAN
 PROJECT: **West Marine**
 CONCH HARBOR 851-855 CAROLINE ST.
 KEY WEST, FLORIDA
 471 US HIGHWAY 1
 SUITE 101
 KEY WEST, FLA. 33040
 305-236-1625

DRAWING TITLE:
 CHANGED PLAN
 PROJECT: **West Marine**
 CONCH HARBOR 851-855 CAROLINE ST.
 KEY WEST, FLORIDA
 471 US HIGHWAY 1
 SUITE 101
 KEY WEST, FLA. 33040
 305-236-1625

DRAWING TITLE:
 CHANGED PLAN
 PROJECT: **West Marine**
 CONCH HARBOR 851-855 CAROLINE ST.
 KEY WEST, FLORIDA
 471 US HIGHWAY 1
 SUITE 101
 KEY WEST, FLA. 33040
 305-236-1625

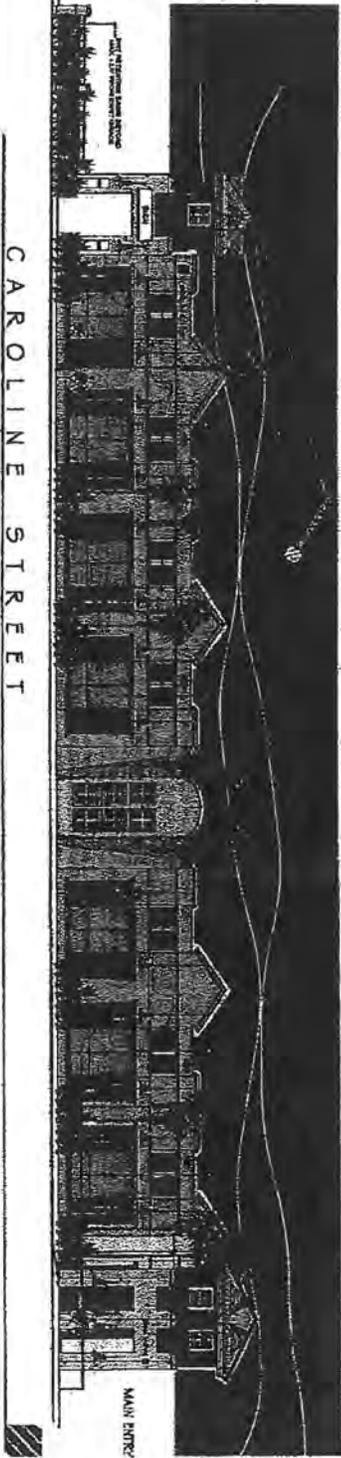
NO. 1	DATE	DESCRIPTION

NEVER, EVER SCALE REPRODUCED DRAWINGS - DAD 1034

RWC

OC

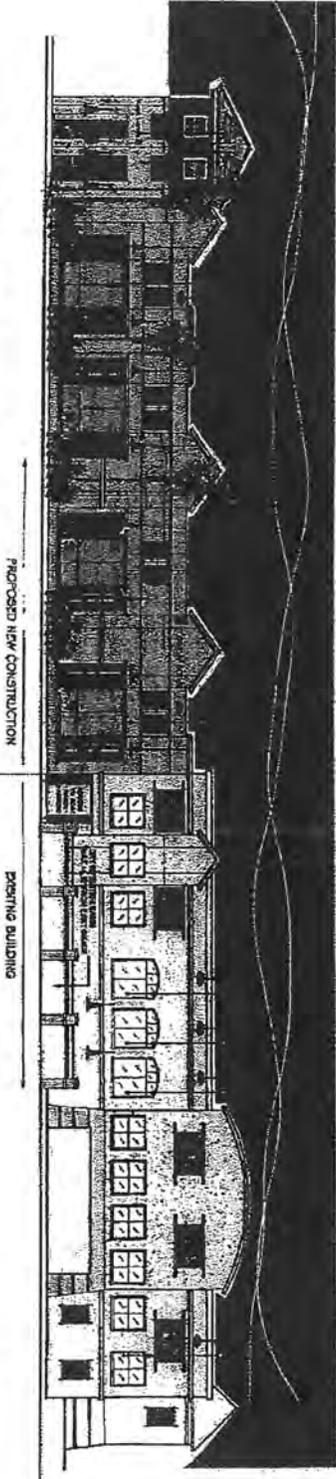
CAROLINE STREET
PROPOSED ELEVATION



OC

Handwritten initials

GRINNELL STREET
PROPOSED ELEVATION



West Marine
PROPOSED WEST MARINE RETAIL CENTER
- AT CONCH HARBOR -

ARCHITECT: PETER HIZ & ASSOCIATES
471 US HIGHWAY 1, KEY WEST, FLORIDA 33040-1482



PETER M. HIZE, P.A., REGISTRATION # A00018185

PLANNING SET 10-25-12

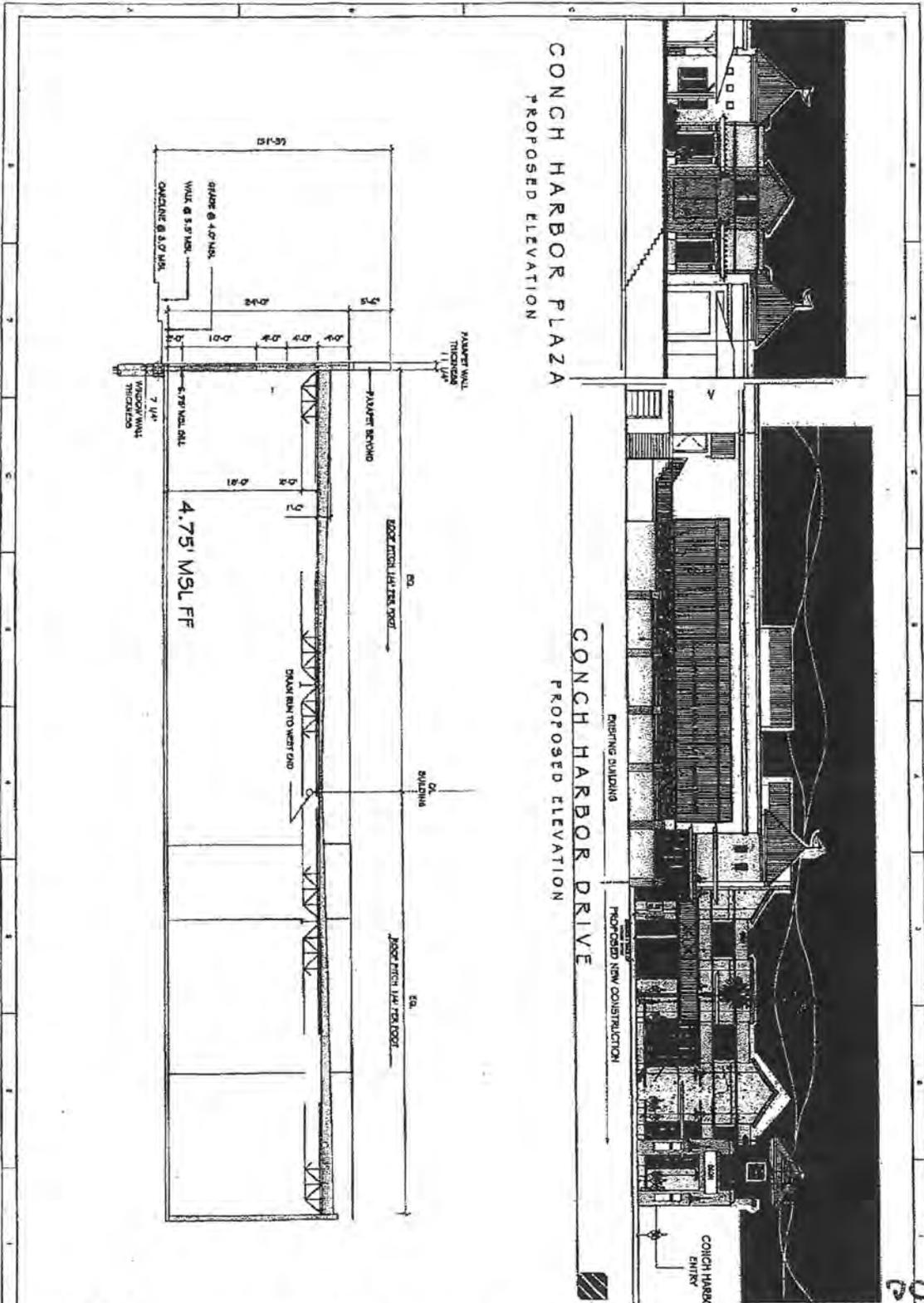
PROJECT #
DATE
BY
CHECKED BY
DATE

DRAWING TITLE:
EXISTING / PROPOSED
ELEVATIONS

West Marine
CONCH HARBOR 851-855 CAROLINE ST.
KEY WEST, FLORIDA

471 US HIGHWAY 1
SUITE 101
KEY WEST, FLA. 33040
305-292-1482

NEVER EVER SCALE REPRODUCED DRAWINGS - 5/10/12



PETER M. FINE P.A. REGISTRATION # AD0013186

PLANNING SET 10-25-12

SHEET #
A-5
OF

DRAWING TITLE:
PROPOSED
ELEVATIONS

PROJECT:
West Marine
CONCH HARBOR, 951-955 CAROLINE ST.
KEY WEST, FLORIDA

477 1/2 BIRCHWOOD AVE
SUITE 101
KEY WEST, FLA. 33040
305-232-1188
www.finepa.com

NO.	REVISION

NEVER, EVER SCALE REPRODUCED DRAWINGS - BAD IDEA

DC
LWK



PETER M. FINE P.L.A. REGISTRATION # A00019130

PLANNING SET 10-25-12

SHEET /
A-6

DRAWING TITLE:
SCHEMATIC FREIGHT
LIFT AREA

PROJECT:
West Marine
CONCH HARBOR 951-956 CAROLINE ST.
KEY WEST, FLORIDA

471 W. BICHWAY 1
SUITE 101
KEY WEST, FLA. 33040
305-894-1626

PETER M. FINE P.L.A.
ARCHITECT

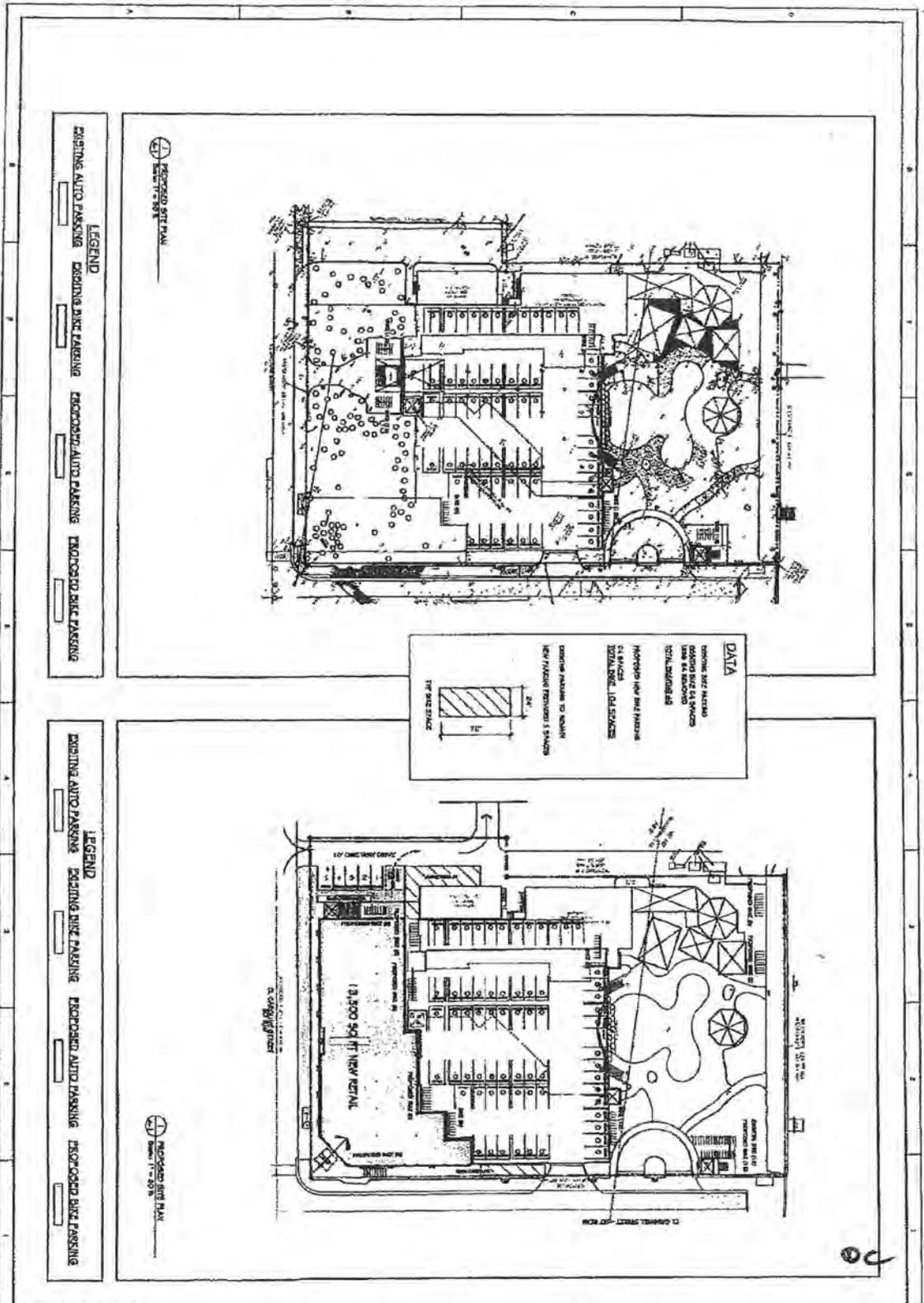


DATE	
BY	
CHECKED	
APPROVED	

OC

ent

NEVER, EVER SCALE REPRODUCED DRAWINGS - BAD IDEA



PETER W. FINE P.L.L.C. REGISTRATION # ABO015136

PLANNING SET (0-25-12)

DRAWING TITLE:
PARKING PLAN

DATE:
A-7

BY:
[Signature]

SCALE:
AS SHOWN

PROJECT:
West Marine
CONCH HARBOR 851-955 CAROLINE ST.
KEY WEST, FLORIDA

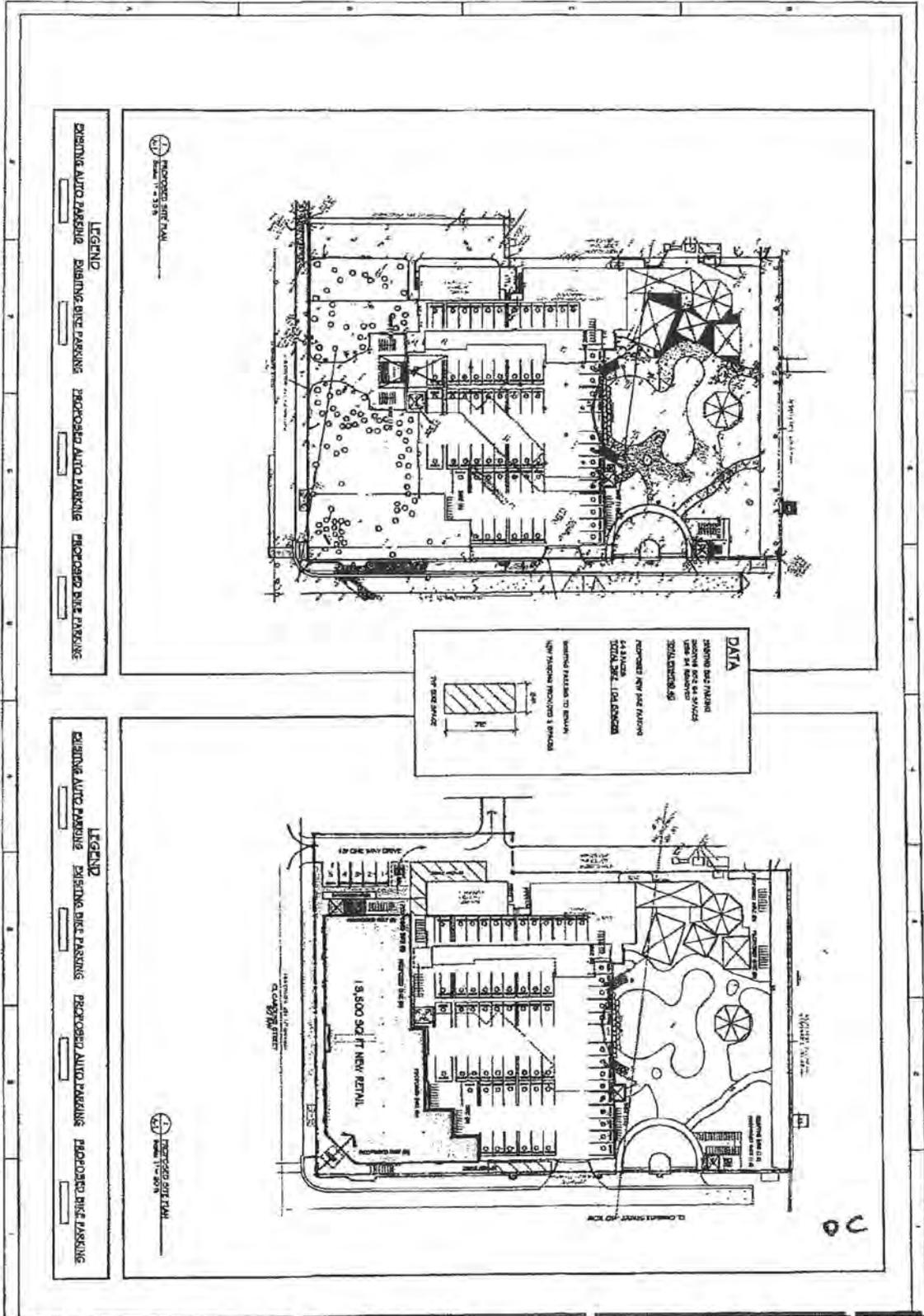
471 LD JENNY I
SITE FOR
KEY WEST, FLA. 33040
305-290-1093

PETER W. FINE P.L.L.C.
ARCHITECTS

NO.	REVISION

NEVER, EVER SCALE REPRODUCED DRAWINGS - BAD IDEA

OC
PWC



LEGEND

EXISTING AUTO PARKING EXISTING BIKE PARKING PROPOSED AUTO PARKING PROPOSED BIKE PARKING

LEGEND

EXISTING AUTO PARKING EXISTING BIKE PARKING PROPOSED AUTO PARKING PROPOSED BIKE PARKING

DATA

EXISTING AND PROPOSED PARKING SPACES

TOTAL NEW LOT CONCRETE

1.5,500 SQ FT NEW RETAIL

PARKING SPACES TO BE REMOVED

NEW TRUCKING SPACES 3 SPACES

PETER N. FINE P.A. REGISTRATION # A20191234

DATE /
A-7
OF

DRAWING TITLE:
PARKING PLAN

PROJECT: **West Marine**
CONCH HARBOR 951-955 CAROLINE ST.
KEY WEST, FLORIDA

471 LINDSEY I
SUITE 101
KEY WEST, FLA. 33040
305-235-1032

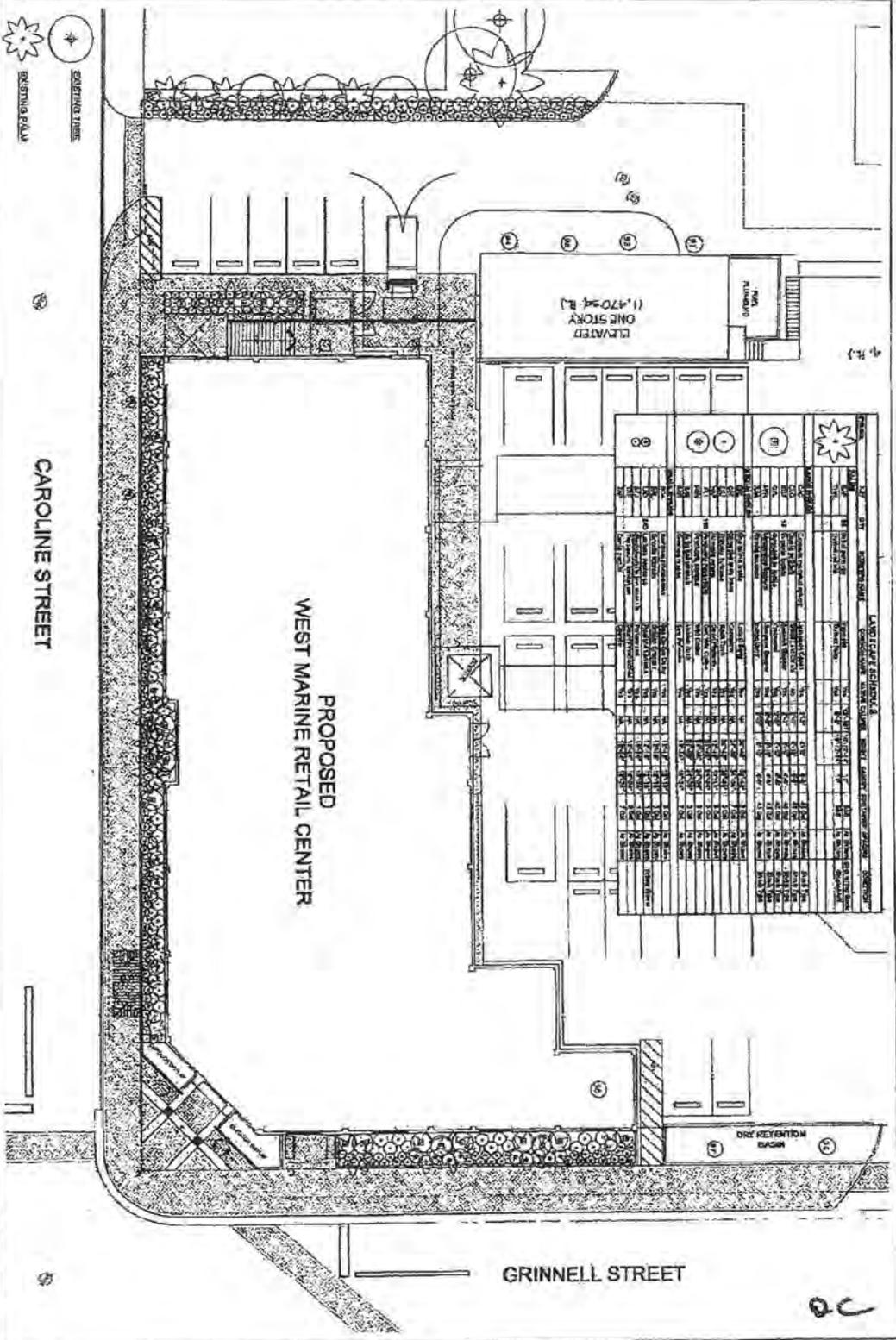
PHIL FINE
ARCHITECTS

NO.	DATE	DESCRIPTION

NEVER, EVER SCALE REPRODUCED DRAWINGS - DAD IDEA

OC *RUC*

LANDSCAPE PLAN



PROPOSED
WEST MARINE RETAIL CENTER

CAROLINE STREET

GRINNELL STREET

ELEVATED
ONE STORY
(1,470 sq. ft.)

NO.	PLANT NAME	QUANTITY	PLANT SPECIFICATIONS
1
2
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4
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48
49
50

NOTE: CONSULTATION
SITE PLAN PROVIDED BY PETERA PINE ARCHITECT.
SURVEY BASE PROVIDED BY PEREZ ENGINEERING.

SCALE: 1/4" = 1'-0"
DATE: 10/27/07
DRAWN BY: J. PEREZ

1-2.0

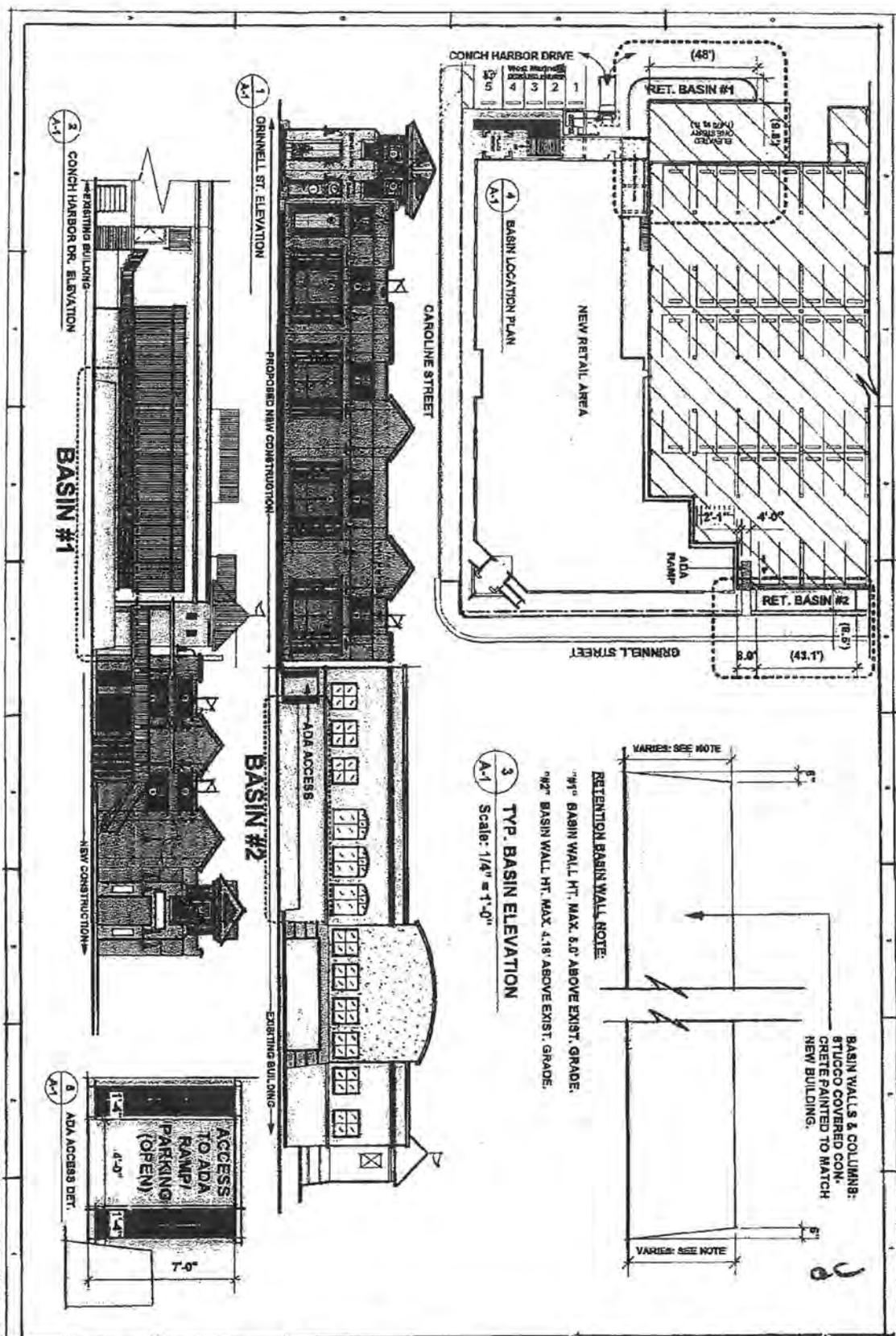
DATE: 10/27/07
DRAWN BY: J. PEREZ
CHECKED BY: J. PEREZ
SCALE: 1/4" = 1'-0"
DATE: 10/27/07

West Marine
CONCH HARBOR 951-955 CAROLINE ST.
KEY WEST, FLORIDA

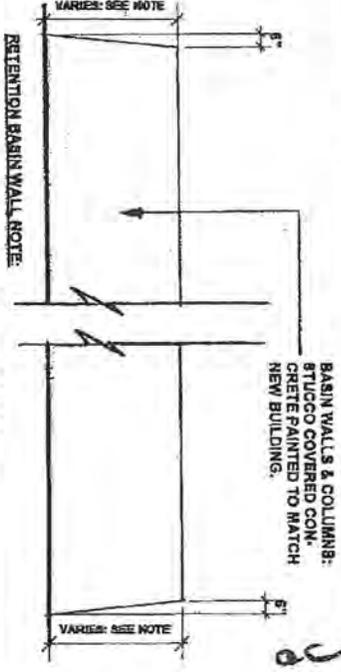
ELIZABETH NEWLAND LANDSCAPE ARCHITECTS
1000 N. MIAMI AVENUE
SUITE 100
MIAMI, FLORIDA 33136
TEL: 305.371.1111
WWW.ELIZABETHNEWLAND.COM

ELIZABETH NEWLAND LANDSCAPE ARCHITECTS
1000 N. MIAMI AVENUE
SUITE 100
MIAMI, FLORIDA 33136
TEL: 305.371.1111
WWW.ELIZABETHNEWLAND.COM

OC
KMC



3 TYP. BASIN ELEVATION
 Scale: 1/4" = 1'-0"



BASIN WALLS & COLUMNS:
 STUCCO COVERED CON.
 CRETE PAINTED TO MATCH
 NEW BUILDING.

RLK

PETER M. PINE P.L.A. REGISTRATION # AR00016139

DRAWING TITLE:
 SITE PLANDetails
 RETENTION BASINS

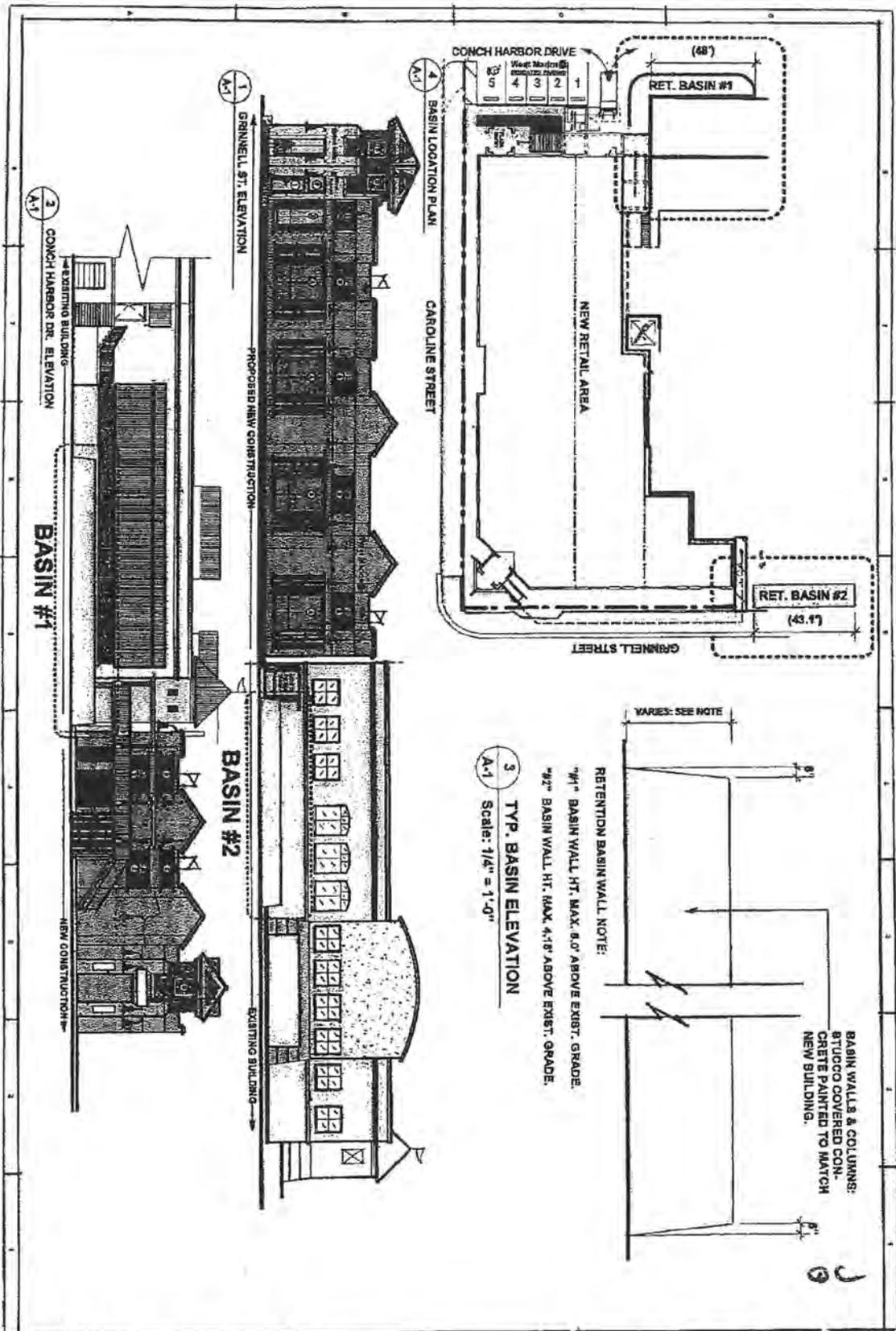
SHEET #1
 A-1
 02-1

PROJECT:
West Marine
 CONCH HARBOR, 961-696 CAROLINE ST.
 KEY WEST, FLORIDA

421 8th AVENUE 1
 SUITE 101
 KEY WEST, FLA. 33090
 304-296-1992

REGISTERED ARCHITECT
 PETER M. PINE
 AR00016139

DATE	DESCRIPTION

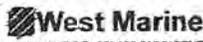


3 TYP. BASIN ELEVATION
 Scale: 1/4" = 1'-0"

RETENTION BASIN WALL NOTE:
 #1 BASIN WALL HT. MAX. 8.0' ABOVE EXIST. GRADE.
 #2 BASIN WALL HT. MAX. 4.18' ABOVE EXIST. GRADE.

BASIN WALLS & COLUMNS:
 STURCO COVERED CON-
 CRETE PAINTED TO MATCH
 NEW BUILDING.

PETER M. PINE P.L.L.C. REGISTRATION # AB0018126

SHEET #1 A-1 OF 1	DRAWING TITLE: SITE PLAN & SITE DATA	PROJECT:  CONCH HARBOR 891-995 CAROLINE ST. KEY WEST, FLORIDA	471 DS HIGHWAY 1 SUITE 101 KEY WEST, FLA. 33560 305-298-1832	
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NEVER, EVER SCALE REPRODUCED DRAWINGS - BAD IDEA!

Traffic Impact Report



Brendon Cunningham <bcunning@keywestcity.com>

Conch Harbor Marina Trip Generation

1 message

Elizabeth Ignaffo <eignaffo@keywestcity.com>

Mon, Nov 5, 2012 at 11:41 AM

To: Brendon Cunningham <bcunning@keywestcity.com>

Cc: Doug Bradshaw <dbradsha@keywestcity.com>, Don Craig <dcraig@keywestcity.com>

Hi Brendon,

Conch Harbor Marina Trip Generation Analysis states the proposed 13,500-square foot retail space addition will generate an additional 354 daily vehicle trips, 8 a.m. and 31 p.m. peak hour vehicle trips. Trip generation rates are calculated using ITE *Trip Generation* marina and shopping center land use rates and equations.

Sec. 94-72 requires Level D Peak Hour minimum Level of Service for collector roads. As provided in the FDOT 2009 Quality/Level of Service Handbook, Level D peak hour two-way volume for Caroline Street (characterized as urban, non-state signalized, undivided 2-lane without turn lanes) is 1,120 peak hour vehicle trips.

Pursuant to Sec. 94-73, the Conch Harbor Marina Trip Generation Analysis has been reviewed. The trip generation analysis summarizes the a.m. and p.m. peak hour trips for the existing and proposed marina and shopping center development. The p.m. peak hour trips are greater than a.m. peak hour trips. The total p.m. peak hour vehicle trips for the marina and retail with addition, correcting for pass-by, will be 82, which represents an additional 31 p.m. peak hour vehicle trips (3% increase).

Conch Harbor Marina with the proposed retail expansion is not anticipated to decrease the Carline Street level of service.

Thanks.
Elizabeth

Elizabeth Ignaffo, E.I.
Permit Engineer
City of Key West
3140 Flagler Avenue
Key West, Florida 33040
(305) 809-3966
eignaffo@keywestcity.com

August 17, 2012

Mr. Craig Hunt
Conch Harbor Marina and Retail Center
951 Caroline Street
Key West, Florida 33040

**Re: Conch Harbor Marina – Key West
Trip Generation Analysis**

Dear Craig:

The Conch Harbor Marina is an existing marina and commercial retail facility located in the northwest quadrant of the intersection of Caroline Street and Grinnell Street in the City of Key West, Monroe County, Florida. The subject site currently consists of approximately 27,000 square feet of retail space and 40 boat slips. An additional 13,500 square feet of retail space is proposed for the subject site. The purpose of this trip generation analysis is to document the increase in the number of vehicle trips associated with the proposed retail expansion.

Trip Generation

The trip generation analysis for this project is based upon the trip generation rates and equations published in the Institute of Transportation Engineers (ITE) *Trip Generation (8th Edition)* report. The ITE land uses referenced for this analysis are Marina (ITE Land Use #420) and Shopping Center (ITE Land Use #820)¹. Based upon this information, the weekday, AM peak hour, and PM peak hour trip generation rates as well as the pass-by rates for the existing and proposed development are as follows:

Marina – ITE Land Use #420

- Weekday Trip Generation Rate: $T = 2.96 (X)$
where T = number of trips and X = number of berths
- AM Peak Hour Trip Generation Rate: $T = 0.08 (X)$ (33% in / 67% out)
- PM Peak Hour Trip Generation Rate: $T = 0.19 (X)$ (60% in / 40% out)

Shopping Center – ITE Land Use #820

- Weekday Trip Generation Rate: $T = 42.94 (X)$
where T = number of trips and X = 1,000 square feet of gross leasable area
- AM Peak Hour Trip Generation Rate: $T = 1.00 (X)$ (61% in / 39% out)
- PM Peak Hour Trip Generation Rate: $T = 3.73 (X)$ (49% in / 51% out)
- Pass-by: $\ln(T) = -0.29 \ln(X) + 5.00$
Where T = pass-by percentage and X = 1,000 square feet of gross leasable area

¹ Although the Marina land use description within the ITE *Trip Generation* report includes “limited retail and restaurant space,” the retail and restaurant uses at most marinas are typically small in size and cater almost exclusively to the patrons of the marina itself. In the case of Conch Harbor Marina, the existing retail uses serve not only the marina patrons but the surrounding community as well. Likewise, it is anticipated that the proposed retail space will serve both the marina patrons and the surrounding community. As a result and in order to assess traffic impacts with a conservative approach, it was determined that, from a trip generation standpoint, the retail component would be estimated independent of the marina boat slips.

The supporting trip generation information from the ITE report is presented in Attachment A to this document. The results of the trip generation analysis are summarized in Table 1 below.

Land Use	Size	Daily Trips	AM Peak Hour Trips			PM Peak Hour Trips		
			In	Out	Total	In	Out	Total
<i>Existing</i> Marina	40 berths	118	1	2	3	5	3	8
Retail - Pass-By (57%)	27,000 S.F.	1,159 (661)	16 (9)	11 (6)	27 (15)	49 (28)	52 (30)	101 (58)
Total		616	8	7	15	26	25	51
<i>Proposed</i> Marina	40 berths	118	1	2	3	5	3	8
Retail - Pass-By (51%)	40,500 S.F.	1,739 (887)	25 (13)	16 (8)	41 (21)	74 (38)	77 (39)	151 (77)
Total		970	13	10	23	41	41	82
Difference (Proposed - Existing)		354	5	3	8	15	16	31

Compiled by: Traf Tech Engineering, Inc. (August 2012).
Source: Institute of Transportation Engineers (ITE) Trip Generation (8th Edition) report.

Conclusions

Based upon the foregoing trip generation analysis, the proposed retail expansion of the existing Conch Harbor Marina located at Caroline Street and Grinnell Street in Key West, Florida is anticipated to generate an additional 354 daily vehicle trips, an additional 8 AM peak hour vehicle trips (5 inbound and 3 outbound) and an additional 31 PM peak hour vehicle trips (15 inbound and 16 outbound).

From a traffic engineering standpoint, the new vehicle trips forecast to be generated by this project are considered to be insignificant. For instance, during the AM peak hour the subject retail expansion would, on average, generate one new vehicle trip every seven and one-half (7.5) minutes and during the PM peak hour the retail expansion is forecast to generate one new vehicle trip every two (2) minutes.

If you have any questions or require additional information, please do not hesitate to contact me.

TRAF TECH ENGINEERING, INC.



Karl B. Peterson, P.E.
Senior Transportation Engineer

8400 North University Drive, Suite 309, Tamarac, Florida 33321
Tel: (954) 582-0988 Fax: (954) 582-0989

Drainage Report



THE CITY OF KEY WEST

Post Office Box 1409 Key West, FL 33041-1409 (305) 809-3700

TO: Brendon Cunningham, Senior Planner II

CC: Doug Bradshaw, Senior Project Manager
Donald Craig, Planning Director
Jay Gewin, Utilities Manager
Allen Perez, P.E., Engineer

FROM: Elizabeth Ignoffo, E.I., Permit Engineer

DATE: October 12, 2012

SUBJECT: Major Development Plan – 951 Caroline Street
Conceptual Drainage Plan Review and Comments

The Conceptual Drainage Plan, dated September 28, 2012, for Conch Harbor Marina retail building addition and existing structure has been reviewed.

The Conceptual Drainage Plan proposes two dry retention basins that will receive stormwater runoff from the existing building roof, plaza and the proposed 13,500-square foot building addition, followed by disposal via groundwater percolation and two (2) underground injection wells that incorporate double chamber baffle boxes. The dry retention basins will provide treatment for a volume of stormwater runoff equivalent to 1/2-inch times the roof and plaza areas.

The plan proposes a stormwater management system designed to prevent stormwater runoff from flowing onto adjacent properties, roads, and rights-of-way.

As noted, the Conceptual Drainage Plan meets the requirements of the City of Key West Code of Ordinances, Sec. 108-718, that requires gravity injection wells to have a baffle box and pretreatment to meet South Florida Water Management District standards.

The applicant shall be advised that this plan utilizes underground injection wells and baffle boxes. Should groundwater remain in the baffle boxes 72 hours after a rain event (perpetual wet conditions), a maintenance agreement to provide mosquito control larvicide shall be required and coordinated with the Florida Keys Mosquito Control.

Previous Approval

File 909 Caroline

RESOLUTION NO. 99-255

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF KEY WEST, FLORIDA, APPROVING THE ATTACHED MAJOR DEVELOPMENT PLAN FOR THE CONCH HARBOR PROPERTY AT 909 CAROLINE STREET; PROVIDING CONDITIONS; PROVIDING FOR AN EFFECTIVE DATE

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF KEY WEST, FLORIDA, AS FOLLOWS:

Section 1: That the attached Major Development plan is hereby approved, provided that the applicant fulfills the conditions of the Key West Planning Board contained in the attached memorandum, and furthermore fulfills conditions Option B, items 1-3, also contained in the attached memorandum.

Section 2: That the City Manager is hereby authorized to execute an amendment to the Parking Agreement between the City and Conch Harbor Marina Associates, Ltd. to reflect the use of 54 parking spaces in the Old Town Garage.

Section 3: That this Resolution shall go into effect immediately upon its passage and adoption and authentication by the signature of the presiding officer and the Clerk of the Commission.

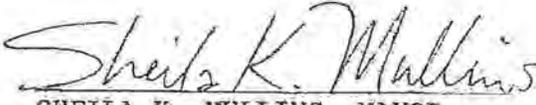
Passed and adopted by the City Commission at a meeting held this 20TH day of JULY, 1999.

Authenticated by the presiding officer and Clerk of the Commission on JULY 21, 1999.

Filed with the Clerk JULY 21, 1999.

ATTEST:


CHERYL SMITH, CITY CLERK


SHEILA K. MULLINS, MAYOR

EXECUTIVE SUMMARY

To: Key West City Commission
From: Ty Symroski, City Planner *TS*
Date: June 25, 1999
RE: Conch Harbor, 909 Caroline Street

THE PROJECT

- 1) A revised major development plan for proposed construction of two retail buildings (6,920 and 858 S.F.), a restaurant (6,279 s.f.) a pool with pool bar, and a laundry/restroom facility; two phases are being presented at this time—phase "A" will rely upon the leasing of parking spaces from the city while phase "B" provides all parking. The project is more specifically described below in Table 1.

Table 1.

USE	CURRENT PROPOSAL (sq. ft.)
Retail	858
Retail	6,920
Kitchen & Dining	4,437
Covered Seating	818
Main Bar	1,024
Pool bar	612
Restrooms for site	462
Shower/Restroom	1,000

- 2) Project Location:
A) Street Address: 909 Caroline Street
B) RE Number: 297

PREVIOUS CITY ACTIONS

HARC: The Historic and Architectural Review Commission (HARC) reviewed the plans on March 24, 1999. HARC approved " the scheme A building, on the plans without the parking structure" and "that at such time a parking structure is needed they [the applicant] can come back to HARC for design review.

City Commission: The City Commission approved a parking agreement (Resolution 98-298) to allow Conch Harbor to designate the City's parking garage as meeting the parking requirements. This agreement basically allows the applicant to not provide parking on-site until the City's parking garage is too crowded. In the interim, the applicant will pay

the City \$350.00 per space per year and direct customers to the City's garage. The common sense of this agreement is that it prevents parking garages being built next to each other and in competition with each other. The City Commission consented to assignment of this agreement to the new owners (Resolution 99-14)

DEVELOPMENT REVIEW COMMITTEE RECOMMENDATIONS

See attached minutes of February 25, 1999.

PLANNING STAFF ANALYSIS

The following analysis was presented to the Planning Board for their meeting on June 17, 1999.

- 1) Density / Intensity (Floor Area Ratio): This site is designated as HRCC-2. The permitted floor area ratio (FAR) is 0.5. The area of the site is 82,200.07 sq. ft.¹ and a total floor area of 41,100 sq. ft. is allowed. The proposal includes 17,132 Sq. ft. of floor area and therefore complies. The downstairs parking does not count as floor area because the clearance is 7 feet. The covered plaza is not considered to be floor area because of the wide-open aspect.
- 2) Building Coverage: The Land Development Regulations allow a 50% building coverage. Plan B lists the coverage at 35,470 sq. ft. However, the staff believes that number incorrectly counts the garage, ramp and restroom ramp and the building coverage is 41,888 sq. ft. or 788 sq. ft. more than the 41,100 sq. ft. allowed.
- 3) Impermeable Coverage: 49,321 is allowed, 46,733 is proposed.
- 4) Open Space: Fifty percent (41,100 sq. ft.) is required. The applicant complies with the requirement by having landscaping of 21,360 sq. ft. (26 %) and active recreation (the pool & deck and the uncovered area of the plaza) of 19,963 sq. ft. (24 %) for a total of 41,323 sq. ft. (50.3 %).
- 5) Building Coverage: Fifty percent (41,100) is allowed, 30,659 is proposed.
- 6) Parking:
 - A) Agreement with the City for use of the parking garage: As specified earlier, the City Commission approved a parking agreement (Resolution 98-298) to allow Conch Harbor to designate the City's parking garage as meeting the parking requirements. However, as part of this agreement, the applicant must obtain site plan approval for the prospective on-site parking facility. Therefore, in order for this project to go forward, the scheme B, with on-site parking, must be approved. The only difference between this project and other projects is that the applicant will not be required to build the parking until some time in the future.
 - B) It should be noted that several citizens questioned whether the City was getting sufficiently compensated for such an arrangement. In the Planning

¹ Hildebrandt survey

Staff's opinion, this is not an appropriate question during review of the Development Plan.

- C) Number of spaces: 110 spaces are required, 110 spaces are proposed. Compact spaces are proposed for the front area if it is ever required and would account for 40%. This percentage will require a special approval from the City Commission if the project is approved.
 - D) Handicapped Spaces: The proposed layout was discussed with the bicycle pedestrian coordination, Jim Malcolm, who did not voice an objection.
 - E) Bicycle Spaces: The plans provide more bicycle spaces than required by the Land Development Regulations and of a size and location also consistent.
 - F) Scooter Parking: The Land Development Regulations do not require scooter parking. However, the Planning Staff recommends that the applicant begin to anticipate such use.
- 7) Traffic Congestion: This property is at the five-point intersection of Grinnell St. Caroline Street, and Trumbo Road. Based on direct observations, this intersection is a busy intersection but appears to be operating acceptably. The Planning Staff was previously concerned with the build-out of this property and the ferry terminal. This concern has been somewhat alleviated by the reduction in the project and the accommodation for bicycle parking. The traffic will also be less impacted by the parking agreement to direct parking to the parking garage.
 - 8) "Back of House", Service entrance, Basement: A loading space of 12 wide and 50 feet long is required. This is the purpose of the easement on the west side of the property. However, if a standard semi-truck (used for many local restaurants) did actually use this easement, there is no way such a truck could turn around and the truck would have to back out onto Caroline Street. The Planning Department believes this is not optimal and recommends further consideration be given to connecting with the parking lot in Lands End Village.
 - 9) Lighting and Landscaping, Coordinate with Buque Bus and Open Space: The applicant has verbally stated they have coordinated with the Buque bus. The plan now shows the driveways for Buque Bus.
 - 10) Landscaping: The Planning Staff has not confirmed with the City's landscape coordinator whether the plan complies with the landscape requirements.
 - 11) Stormwater Management: The applicant has provided a conceptual drainage plan that relies on swales, injection wells, and turf block.
 - 12) Impermeable Surface Coverage: The plans indicate the impermeable coverage at 46,733 sq. ft. or approximately 2,600 sq. ft. less than the 49,321 sq. ft. required.
 - 13) Turf Block: The plans indicate a use of turf block. The applicant has submitted specifications for this as being a GrassPave. The City engineer recommends the GravelPave for the traffic areas.
 - 14) Soil Contamination: At the meeting the applicant listed that the contaminated soil would be contained by placing fill on the site.
 - 15) Number of Employees: The applicant previously projected there would be 182 permanent employees. With the revised plans, there most likely will be a reduction in the proposal. The Planning Staff is concerned that the only way to fill these jobs will be to bring new workers into the community and that this will exacerbate the housing problem. For instance in the Wed. March 10, 1999 classified

advertisements, there were at least 310 jobs listed and only five advertisements for roommates and only 20 listings for houses or apartments (only 2 of 8 apartments were less than \$1,000 per month. It is recommended that the applicant install features to maximize productivity and thus reduce the number of employees required.

- 16) General Appearance & View of the Water: Several people raised the concern that the view of the harbor would be significantly reduced. The applicant stated at the last Planning Board meeting that the fill required to contain the contaminated soil would be the primary culprit to blocking the view.

The Planning Staff believes the existing plan is much better than previously proposed. There no longer is the proposed 2,000 restroom at the end of Grinnell Street. Also, the wider opening and large plaza will provide better views.

Finally, this project greatly over complies with the setback requirements from Caroline Street and the water.

PLANNING BOARD RECOMMENDATIONS

This project was first heard at the Planning Board meeting of March 18, 1999, prior to the HARC approval. The plans were revised and the Planning Board again heard the project on April 15, 1999. At that time the project consisted of 11,442 sq. ft. of retail space and a restaurant with Tiki huts with the prospect of a 3 story parking garage along Caroline Street at some time in the future. In response to the concerns, the project was significantly changed to the size described above. The primary changes were reducing the size of the retail and restaurant and deleting a three story-parking garage proposed for phase B when parking would no longer be available at the city garage on Caroline Street.

At the meeting of June 17, 1999, the Planning Board reviewed the above analysis by the Planning Staff and heard public opinion. After discussion the Planning Board then voted to recommend the City Commission approve this project with the following conditions and stipulations:

- 1) The landscape plan must be worked out in accordance with City regulations and the appropriate authorities;
- 2) Should the City require the existing Park and Ride facility (at Caroline and Grinnell Streets) for its own uses, and exercise its option to remove the "Conch Harbor" people (under parking agreement), then parking for "Scheme B" shall be done in accordance with the City's requirements and if that is not done in the specified time, "Conch Harbor" occupational licenses are lost (forfeit) or withdrawn until that is accomplished;
- 3) Approval is subject to City staff reviewing and approving service area functions including garbage removal, deliveries, and circulation to and through other parking and delivery areas;
- 4) Approval is subject to further HARC review and approval;

- 5) Bicycle parking is to be provided along Caroline Street under Scheme "A" and Scheme "B";
- 6) The revised project is subject to approval by the City Engineer and all City agencies;
- 7) A sidewalk is to be provided along Grinnell Street on the plans' south side, with appropriate lighting and landscaping; and
- 8) Within 60 days of City Commission action, if there is approval with or without conditions, there shall be provided copies of a final development plan with all conditions listed to be stamped and signed by the City Planner and the Chairman of the Key West Planning Board.

OPTIONS:

Option A. Approve the project with the Planning Board conditions.

Option B. Approve the project with Planning Boards conditions and stipulations and with the following three additional stipulations and findings:

- 1) Approval that 40% of the parking spaces at phase B may be compact spaces as shown,
- 2) The restrooms will be accessed from the plaza, and
- 3) Height of the parking will not exceed 7 feet.

Option C. Deny the project. Specific reasons for denial should be listed.

ADVANTAGES AND DISADVANTAGES:

Option A will implement the Planning Board's recommendation and the result of a strenuous review at a public hearing. The disadvantage is that this options will exclude several small recommendations and housekeeping findings the Planning Staff had recommended.

Option B also includes the Planning Board's recommendation and will have the dvantage of facilitating a public use of the bathroom (rather than treat it as floor area for the stores). This option will also include two housekeeping findings.

Options A& B both have the advantage of approving a project that is significantly below the permitted density and intensity.

The disadvantage of approving the project in either Option A or B is that the housing situation may well get further exacerbated.

Option C, denying the project, has the advantage that the housing impact will not occur. The disadvantage is that there is currently no moratorium regarding housing impacts or fee for affordable housing (as raised at the Planning Board hearing).

Option C's disadvantage is that this current proposal is well below the permitted density and intensity, has an innovative method to direct traffic to the parking garage, will place a large green space at the entrance to the Key West Bight and will eliminate a surface parking lot. To deny this project would leave the property open for a plan in the future without such features.

RECOMMENDATIONS:

The Planning Department recommends Option B. This has the advantage of the Planning Boards recommendations and including some general housekeeping findings of fact.

PLANS BEING REVIEWED:

SHEET	BY	DATED	REVISED
T-1	Title	06-06-99	06-03-99
ST1-A	Site (Ground Level)	01-05-99	06-03-99
ST1-B	Site (Ground Level)	01-05-99	06-03-99
ST2-A	Site (Plaza)	01-05-99	06-03-99
ST2-B	Site (Plaza)	01-05-99	06-03-99
ST-3A	Enlarged Plan of Pool Area	06-03-99	06-03-99
ST-3B	Enlarged Plan of Pool Area	06-03-99	06-03-99
ST-4A	Concept Contour/Site Drainage Plan Ground Level	06-03-99	06-03-99
ST-4B	Concept Contour/Site Drainage Plan Ground Level	06-03-99	06-03-99
ST-5A	Conceptual Site Drainage Plan Plaza Level	06-03-99	06-03-99
ST5-B	Conceptual Site Drainage Plan Plaza Level	06-03-99	06-03-99
A-1	South Elevation East Elevation	06-03-99	NA
A-2	North Elevation	06-03-99	NA

Application

DEVELOPMENT PLAN AND CONDITIONAL USE APPLICATION
City of Key West Planning Department
604 Simonton 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 951-955 Caroline Street (previously known as 909 Caroline St)
- 2) Name of Applicant Trepanier and Associates, Inc., on behalf of Conch Harbor Retail Center, LLC.
- 3) Applicant is: Owner Authorized Representative
(attached Authorization and Verification Forms must be completed)
- 4) Address of Applicant 402 Appelrouth Lane
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 Conch Harbor Retail Center, LLC
- 8) Address of Owner 951 Caroline St., Key West, FL 33040
- 9) Owner Phone # (305) 600-3449 Email Craig@KeysCaribbean.com
- 10) Zoning District of Parcel HRCC-2 RE# 00002970-000,000
- 11) Is Subject Property located within the Historic District? Yes No
If Yes: Date of approval _____ HARC approval # Please see next page for past approvals
OR: Date of meeting July 24th, 2012
- 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).
Application to amend an existing Major Development Plan and
Conditional Use approval (Res. No. 99-225), to permit the
construction of a 13,500 sq. ft. addition to the Conch Harbor
facility to house a West Marine.

DEVELOPMENT PLAN AND CONDITIONAL USE APPLICATION
City of Key West Planning Department
604 Simonton Street, Key West, FL 33040
(305) 809-3720



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

If Yes: Date of approval _____ Resolution # _____

Attach resolution(s).

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

Yes X No _____

If Yes, describe and attach relevant documents.

Res. 95-324 references and depicts nonexclusive access easements for the Boardwalk and the loading zone/ access drive (Attachment A).

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

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

Previous Resolutions include:

95-324: Preliminary Development Agreement
98-298: Parking Agreement
99-14: Parking Agreement Assignment to New Owner
99-255: Major Development Plan and Conditional Use Approval

Previous HARC Approvals include:

04-14855-95: Demo
04-14911-95: Development Plan Approval
05-15046-95: Fuel Containment
06-15065-95: Fuel Tanks
08-15332-95: Dock Master Office
04-16145-96: Unknown
12-17050-96: Development Plan Approval
04-28-447: Development Plan Approval

10/29/12

Mr. Brendon Cunningham, Senior Planner II
City of Key West Planning Department
3140 Flagler Avenue
Key West, FL 33040

Re: **REVISED**
Amendment to Major Development & Conditional Use
Conch Harbor, 951-955 Caroline Street
RE No. 00002970-000000

TREPANIER



& ASSOCIATES INC
LAND USE PLANNING
DEVELOPMENT CONSULTANTS

Dear Mr. Cunningham:

We are submitting this revised application to amend an existing Major Development Plan and Conditional Use approval (Res. No. 99-225). We seek approval to permit the construction of a 13,500 sq. ft. addition to the Conch Harbor facility to house a West Marine. This application includes a request for modifications under Sec. 108-517 and variances to Sec. 122-572, Sec. 122-720(4)a, Sec. 122-720(4)b, Sec. 122-720(6).

Please don't hesitate to call if you have any questions or need any additional information.

Thank for the kind consideration,

A handwritten signature in black ink, appearing to read 'Owen Trepanier'. The signature is fluid and cursive, with a prominent initial 'O'.

Owen Trepanier

CONCH HARBOR FUEL LLC • OPERATING ACCOUNT

5869

CITY OF KEY WEST
Date 7/16/2012
Type Bill
Reference

7/16/2012
Balance Due 4,650.00
Discount
Check Amount

Payment
4,650.00
4,650.00

Original Amt.
4,650.00



FUEL - Centennial *82

4,650.00

5869

**CONCH HARBOR FUEL LLC
OPERATING ACCOUNT**

951 CAROLINE STREET
KEY WEST, FLORIDA 33040



www.my100bank.com
81-275-829

100% CD/MP Check Card
Available to Customers

7/16/2012

PAY
TO THE
ORDER OF CITY OF KEY WEST

\$ 4,650.00

DOLLARS

Four Thousand Six Hundred Fifty and 00/100*****

CITY OF KEY WEST
PO Box 1359
Key West, FL 33041

Alenady
AUTHORIZED SIGNATURE

MEMO

Security features. Details on back.

⑈005869⑈

CONCH HARBOR FUEL LLC • OPERATING ACCOUNT

5869

CITY OF KEY WEST

Date Type Reference
7/16/2012 Bill

Original Amt.
4,650.00

7/16/2012
Balance Due Discount
4,650.00
Check Amount

Payment
4,650.00
4,650.00

FUEL - Centennial *82

4,650.00

**CONCH HARBOR FUEL LLC
OPERATING ACCOUNT**
951 CAROLINE STREET
KEY WEST, FLORIDA 33040



Check Features include:

5850

7/2/2012

BY THE ORDER OF

CITY OF KEY WEST

\$ **1,150.00

DOLLARS

One Thousand One Hundred Fifty and 00/100

CITY OF KEY WEST
PO Box 1359
Key West, FL 33041

Kennedy
AUTHORIZED SIGNATURE

EMO

⑈005850⑈

Security features. Details on back.

CONCH HARBOR FUEL LLC • OPERATING ACCOUNT

5850

**CONCH HARBOR FUEL LLC
OPERATING ACCOUNT**
951 CAROLINE STREET
KEY WEST, FLORIDA 33040



Check Features include:

5849

7/2/2012

BY THE ORDER OF

CITY OF KEY WEST

\$ **5,650.00

DOLLARS

Five Thousand Six Hundred Fifty and 00/100

CITY OF KEY WEST
PO Box 1359
Key West, FL 33041

Kennedy
AUTHORIZED SIGNATURE

EMO

⑈005849⑈

Security features. Details on back.

CONCH HARBOR FUEL LLC • OPERATING ACCOUNT

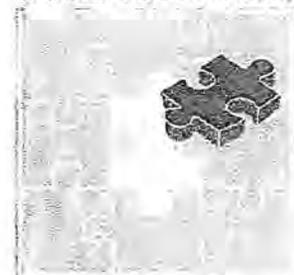
5849

CITY OF KEY WEST

Date	Type	Reference	Original Amt.	Balance Due	7/2/2012 Discount	Payment
7/1/2012	Bill		5,650.00	5,650.00		5,650.00
				Check Amount		5,650.00

Project Analysis

TREPANIER



& ASSOCIATES INC
LAND USE PLANNING
DEVELOPMENT CONSULTANTS

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

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

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

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

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

Solutions Statement:

The ongoing successful re-development of Caroline Street, with its extensive harbor walk system and commitment to bicycle and pedestrian traffic, has made West Marine optimistic about the Seaport's future. With new retail shops alongside historic homes and rich traditions, it is clear that it is Caroline Street and the Seaport's time to shine.

West Marine has been a part of Caroline Street and the Seaport for eighteen years. It has a proud heritage of serving all the needs of the boating community. It is the world's largest boating supply retailer wants to commit to the future of Caroline Street and the Seaport, in a really big way.

West Marine has picked the corner of Grinnell and Caroline to be the location for its proposed two million dollar flagship store. Using a local architect and local contractors, the new West Marine will be the "anchor" for the surrounding area and a wonderful validation of the city and neighborhood's vision of the future.

The proposed West Marine flagship store will be 13,500 square feet, featuring a large selection of fishing gear, marine electronics, sailing hardware, boating supplies, and an

engine parts counter. It will also stock a wonderful selection of casual and sports apparel designed for the outdoors including shoes, boots, pants and outerwear.

The store's design will be environmentally sensitive through the use of energy efficient fixtures, recycling, high R-value insulation and materials and the promotion of bike, pedestrian, and scooter access.

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

Owner: Conch Harbor Retail Center, LLC
 Authorized Agent: Trepanier & Associates, Inc.
 Engineer: Perez Engineering & Development, Inc.
 Architect: Peter Pike Architect, Inc.
 Landscape Architect: Elizabeth Newland Landscape Architecture, LLC
 Legal and Equitable Owners: Conch Harbor Retail, LLC owned by KeysCaribbean Collection, LLC (Craig & Maria Hunt – Managing Members); Whitehead Enterprises, LLC (Brian Whitehead); Gina M. Kennedy; Sanchez Team Investments, LLC (Ralph Sanchez - Managing Member); Sven Grunder Gift Trust; Marcus Hunt Gift Trust

Site Data:

Conch Harbor - Site Data						
Issue	Code	Existing	Required/ Permitted	Proposed	Compliance	
Zoning	HRCC-2	HRCC-2	HRCC-2	No Change	Complies	
Site Size	4,000.0 sq.ft	82,210 sq.ft	4,000.0	No Change	Complies	
Density	8.0 w/ac	0.0 w/ac	0.0 w/ac	0.0 w/ac	Complies	
FAR	50.0%	0.25	50%	0.41	Complies	
Max Height	35 ft	30 ft	35 ft	30 ft	Complies	
Height (w/in 100ft of MFLW)	1 story above flood	1 story above flood	1 story	No Change	Complies	
Open Space: Commercial	20.0%	50.0%	20.0%	31%	Complies	
Residential	35.0%	NA	NA	NA	Complies	
Within 100ft of MFLW	50.0%	59.9%	50.0%	No Change	Complies	
Landscape: Total Area - Commercial	20.0%	31%	20.0%	14%	Waiver Required	
Total Area - Residential	35.0%	0.0%	0.0%	0.0%	Complies	
Street Buffer (Caroline)	30.0 ft	10.0 ft	30.0 ft	5.6 ft	Waiver Required	
Street Buffer (Ginnell)	30.0 ft	7.5 ft	30.0 ft	No Change	Complies	
Building Coverage	50.0%	40.1%	50.0%	56.8%	Variance Required	
Impervious Surface	60.0%	69.5%	60.0%	85.1%	Variance Required	
Min Lot Size	5,000.0 sq.ft	82,190.0 sq.ft	5,000.0 sq.ft	No Change	Complies	
Min Lot Width	50.0 ft	271.9 ft	50.0 ft	No Change	Complies	
Min Lot Depth	109.0 ft	144.3 ft	100.0 ft	No Change	Complies	
Setbacks: Front (Caroline St)	10.0 ft	43.9 ft	10.0 ft	5.6 ft	Variance Required	
Street Side (Ginnell St)	7.5 ft	9.0 ft	7.5 ft	7.8 ft	Complies	
Side (Alley)	5.0 ft	7.8 ft	5.0 ft	46.8 ft	Complies	
Rear	15.0 ft	29.7 ft	15.0 ft	No Change	Complies	
Parking: Auto	Per Sec. 108-546	66 onsite	98	71 onsite	Variance Required	
Biker/Scooter	25% of Auto Parking	64	27.5	104	Complies	

Other Project Information:

- The proposed construction will not inhibit the existing operations on site. The existing facilities will remain operational throughout construction.
- The target date for commencement shall follow entitlement approvals as quickly as possible.
- Expected date of completion is July 2013.
- The proposed buildings will comply with all flood and FEMA-related requirements.

Intergovernmental Coordination will occur through the Development Review Process of the City of Key West. Coordination with the Florida Department of Environmental Protection will be required as part of the permitting of the stormwater management system.

Schedule and Process:

Remaining Schedule is anticipated as follows:

Conch Harbor Retail Center, LLC Major Development Plan & Conditional Use	Sep	October				November				December				January			
	Wk	Week				Week				Week				Week			
	4	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4
Revise Plans & Resubmit for Planning Board																	
Attend Tree Commission Hearing																	
Attend Planning Board																	
Attend City Commission																	
City Commission Appeal Period (30 days from the date the Resolution is signed by the Mayor)																	
Permit Review																	
Permits Issued																	
DEO Appeal Period (45 days from the end of the City's appeal period)																	
Construction																	

SPECIFIC CRITERIA FOR CONDITIONAL USE APPROVAL

Characteristics of proposed use:

Scale & Intensity	Existing		Proposed	
	AM	PM	AM	PM
Floor area ratio	0.25		0.41	
Traffic generation ¹ (Peak Hour Trips)	15	51	23	82
Square feet of each specific use				
Retail	7,778		21,278	
Kitchen & Dining	4,437		No Change	
Covered Seating Area	818		No Change	
Main Bar	1,024		No Change	
Pool Bar	612		No Change	
ADA Restrooms	462		No Change	
Showers/ Laundry/ Restrooms	1,000		No Change	
Pool & Pool Deck	9,914		No Change	
Proposed employment for new retail	NA		10 FTEs	
Proposed number and type of service vehicles for new retail	NA		2 trucks/ wk	

Land use compatibility:

The attached analysis and plans demonstrate that the conditional use, including its proposed scale and intensity, traffic-generating characteristics, and off-site impacts are compatible and harmonious with adjacent land use and will not adversely impact land use activities in the immediate vicinity.

Site Size:

The Conch Harbor site has sufficient size, adequate specifications, and infrastructure to accommodate the proposed use. 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 accommodate urban design amenities such as appropriate screening, buffers, landscaping, open space, off-street parking, efficient internal traffic circulation, infrastructure and similar site plan improvements are designed to mitigate against potential adverse impacts of the proposed use.

¹ See Attachment A for full analysis

Mitigative techniques:

The design embraces the existing character of the Caroline Corridor streetscape. The parking capacity is based on traffic engineering studies demonstrating actual demand at the proposed location. No new curb cuts or reductions in on street parking are proposed. The design scheme, including off-street parking and stormwater management appropriately address off-site impacts to ensure that land use activities in the immediate vicinity, including community infrastructure, are not burdened with adverse impacts detrimental to the general public health, safety and welfare.

Hazardous waste:

The proposed use shall not generate hazardous waste or require use of hazardous materials in its operation.

Compliance with applicable laws and ordinances:

This conditional use shall comply with all applicable federal, state, county, and city laws and ordinances. The proposed project furthers the goal of the Key West Bight Master Plan to create high end water dependant retail². Where permits are required from governmental agencies other than the city, these permits shall be obtained.

Additional criteria applicable to specific land uses:

- Land uses within a conservation area. The proposed project is not located in a conservation area, however, state-of-the-art stormwater management systems shall be installed to control runoff and prevent near shore water contamination.
- Residential development. No residential development is proposed.

ANALYSIS: EVALUATION FOR COMPLIANCE WITH THE LDRS

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

The anticipated public facility impacts of the proposed development:

The following concurrency analysis demonstrates all anticipated development impacts to public facilities can be accommodated within current capacities.

The ability of existing facilities to accommodate the proposed development at the adopted level of service standards:

The following concurrency analysis demonstrated all anticipated development impacts to existing facilities can be accommodated within current capacities and adopted levels of service.

Any existing facility deficiencies that will need to be corrected prior to the completion of the proposed development:

There are no existing facility deficiencies that will need to be corrected prior to completion of the proposed development.

² Key West Bight Master Plan, 1994, p. 5

The facility improvements or additions necessary to accommodate the impact of the proposed development at the adopted level of service standards and the entities responsible for the design and installation of all required facility improvements or additions:

There are no facility improvements or additions necessary to accommodate the impact of the proposed development at the adopted level of service standards.

The date such facility improvements or additions will need to be completed to be:

NA – No improvements required.

Fire Protection (Section 108-233 (8))

Key West Fire Department coordination shall be per DRC. No objections are known to exist at this time.

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

The project site is located in the HRCC-2 zoning district. HRCC-2 is the Historic Residential Commercial Core. The district is characterized by water-dependant and water related uses, restaurants, commercial retail, light industrial and residential uses. Larger-scale retail facilities are permitted as a conditional use in this zoning district. Based on the surrounding zoning and land uses, the proposed conditional use and development plan is compatible with neighboring properties. The proposed project furthers the goal of the Key West Bight Master Plan to create high end water dependant retail³.

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

All mechanical equipment will be located on the roof of the existing structure and screened per HARC approval in compliance with Section 108-279.

Utility lines (Section 108-282):

Utilities will be placed underground as appropriate.

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

All commercial-retail activities will take place within the enclosed building. No outdoor storage or display has been applied for or approved.

Exterior Lighting (Section 108-284):

Per Section 108-284, all proposed lighting shall shield and arrange lighting sources 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. Street lighting shall be installed on all internal and perimeter streets, within parking areas, and along pedestrian walkways as required.

³ Key West Bight Master Plan, 1994, p. 5

Signs (Section 108-285):

Proposed signage will be required by HARC to be harmonious with the urban design theme of the project, will be aesthetically pleasing and reinforce good principles and practices of streetscape design.

Pedestrian sidewalks (Section 108-286):

All proposed sidewalks shall be constructed to link major activity centers and will also link vehicle use areas including parking areas with all principal buildings. The pedestrian circulation system includes marked pedestrian crossings, as required, in order to separate vehicular and pedestrian traffic.

Loading docks (Section 108-287):

A loading zone exists along the left side of the existing structure, no change is proposed. Loading are proposed at the side of the structure as required by Section 108-287 and are located more than 100 feet from any residentially zoned property.

Storage Areas (Section 108-288):

No outdoor storage areas are proposed other than the enclosed recycling and waste on the left side of the proposed structure.

On-Site and Off-Site Parking and Vehicular, Bicycle, and Pedestrian Circulation (Section 108-244):

The proposed development plan accommodates the parking impacts associated with the existing and proposed development⁴. The proposed development plan satisfies on-and off-site vehicular and bicycle circulation, and parking requirements of Articles IV and VII of Chapter 108. This site is located within the Historic Commercial Pedestrian-Oriented Area. The Grinnell Street Parking Garage is located directly across the street from this parcel. The proposed plan also retains the existing "traffic circle" which enhances and encourages bus and taxi ridership.

Housing (Section 108-245):

No housing is proposed as part of this Development Plan.

Economic resources (Section 108-246):

Trepanier & Associates, Inc. contacted the Monroe County Property Appraiser's office to seek assistance in estimating the average ad valorem tax yield from the proposed project. The project is expected to generate approximately \$20,000-\$30,000 annually in new ad valorem taxes.

The project is proposed as a single phase and the construction cost is estimated at approximately \$2,000,000-\$3,000,000. The entire project will be constructed in the City of Key West and the majority of the expenditure will transact within the City.

Special Conditions (Section 108-247):

The proposal complies with the goals, objectives and policies of the comprehensive plan and as demonstrated by the concurrency analysis there are no conflicts with the existing public facilities, such as wastewater treatment and transportation.

⁴ See trip generation and parking study by Traf Tech Engineering, Inc. 2012 (Attachment A)

The project is located within the Caroline Street Redevelopment Area and furthers the goal of the Key West Bight Master Plan to create high end water dependant retail⁵.

There is no impact on the unincorporated portion of the county.

The project is adjacent to the Key West Bight. The public access way between the project and Bight will not be adversely impacted as a result of the plan and will remain open to the public.

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

The proposed development is not phased. The applicant would like to commence construction as soon as possible.

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

The proposed project will create an open space ratio of 0.376. The open space includes permeable open surfaces and active recreation areas as approved in Res. No. 99-255. This project includes a request to modify the buffer and landscaping requirements to reflect both the historic architectural aesthetic of the Caroline Street Corridor as well as the existing urban fabric and streetscape.

Request for Modification, Sec. 108-517

This application/ request for modification to the standards of this ordinance is hereby filed with the city planning office and shall be considered by the planning board after reviewing recommendations of the city planner or designated staff. The planning board shall render the final action.

This request is to modify:

- Sec. 108-412(a) from the requirement of 20% to 14%.
- Sec. 108-413(b) from the requirement of 10ft existing (30ft required) to 5.6ft

This site was designed in a manner that conforms to the historic urban character of the area. The property includes large active open recreation areas adjacent to the water and over the parking garage. This proposal seeks to add pedestrian-scale retail square footage along Caroline Street, which brings the property into better conformance character of the Caroline Street Corridor.

The waiver is in the public interest as it allows the design of the site to conform to, and enhance, the Caroline Street Corridor vision. The modification will not have a significant adverse impact on the public interest, or on adjacent property.

The modification is not discriminatory. The modification is not discriminatory, considering similar situations in the general area. No projects in the Caroline Street Corridor are known to have been capable of complying with this section without modification due to the urban environment.

⁵ Key West Bight Master Plan, 1994, p. 5

Superior alternative. The development will provide a superior alternative landscape solution which will conform to and enhance the Caroline Street Corridor streetscape.

Protection of significant features. The waiver or modification will significantly enhance existing environmental features through the increased landscape density along the water-side of the development site.

Deprivation of reasonable use. Strict application of the requirements would effectively deprive the owner of reasonable use of the land due to its location within the urban context of the Caroline Street Corridor. The buffering requirements set forth in the code, can not be achieved given the development standards set forth and the urban character of the Key West Bight.

Technical impracticality. Strict application of the requirement is technically impractical.

Stormwater and Surface Water Management (Article VIII):

State-of-the-art stormwater management system will be installed per the attached plans.

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

The proposed project is located in the AE 9 & 7 flood zones⁶. All FEMA requirements shall be met.

Utilities (Article IX):

Electrical service shall be provided by KEYS Energy. The proposed development project will use existing utility mains for potable and sewer water as shown in the concurrency management report. Landscaping will consist of native and permitted species as shown on the proposed landscape plan.

CONCURRENCY ANALYSIS:

The City's Comprehensive Plan Objective 9-1.5 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. Potable Water & Sanitary Sewer
2. Recreation (for residential development only)
3. Solid Waste
4. Drainage
5. Roads/Trip Generation

The following concurrency analysis reflects the anticipated impacts resulting from the proposed addition to the Conch Harbor building to house the new West Marine.

Potable Water & Sanitary Sewer "Planned improvements in potable water and/or wastewater systems required to establish and/or maintain adopted water and wastewater

⁶ Panel 1516K (Attachment B)

levels of service. System improvements and proposed funding resources required for implementing any improvements required to establish and/or maintain adopted potable water and wastewater system level of service standards^{7,8}.

Potable Water Sec. 94-68 sets the level of service for residential potable water at 93 gal/capita/day and nonresidential at 650 gal/acre/day.

i) Existing capacity required based on site size: **1,229 gal/day**

The total capacity required for nonresidential use on **1.89 acres** is:

$$650 \text{ gal/acre/day} \times 1.89 \text{ acres} = 1,229 \text{ gal/day}$$

ii) Proposed capacity required based on site size: **1,229 gal/day**

The total capacity required for nonresidential use on **1.89 acres** is:

$$650 \text{ gal/acre/day} \times 1.89 \text{ acres} = 1,229 \text{ gal/day}$$

iii) Existing capacity required based on floor area: **307 gal/day**

The total capacity required for nonresidential use on **0.47 acres** is:

$$650 \text{ gal/acre/day} \times 0.47 \text{ acres} = 307 \text{ gal/day}$$

iv) Proposed capacity required based on floor area: **503 gal/day**

The total capacity required for nonresidential use on **0.77 acres** is:

$$650 \text{ gal/acre/day} \times 0.77 \text{ acres} = 503 \text{ gal/day}$$

Based on the concurrency management calculation prescribed in the Comprehensive Plan, there is no or minimal increase in the proposed capacity required by Key West Comprehensive Plan LOS standards; the Florida Keys Aqueduct Authority has the capacity to supply adequate service to this property, as demonstrated below.

FKAA Supply Capacity:

The Florida Keys Aqueduct Authority ("FKAA") has adequate supply capacity to serve the potential development. FKAA has constructed facilities on the mainland in Florida City to expand water supply for the Florida Keys. This permitted and constructed improvement enables FKAA to provide over 23 MGD, which will provide sufficient capacity through 2022⁹. Operational in 2011, the recent expansion of the R.O. plant will provide 6.0 MGD, which combined with the 17.0 MGD permitted withdrawal from the Biscayne Aquifer, increased available water supply to 23 MGD for the Florida Keys.

Expanded Florida City R.O. Plant: The Department of Health issued Permit # 150092-007-wc/04 (Exhibit I) on November 14, 2006 to allow for the construction

⁷ The City of Key West's Comprehensive Plan Policy 9-1.5.1: Resolving Concurrency Issues.

⁸ Excerpt from Analysis by Kenneth B. Metcalf, AICP, (Greenberg Traurig, P.A.), August 22, 2008.

of an expanded reverse osmosis (R.O.) water plant in Florida City. The expanded water plant is designed to treat blended Floridian Aquifer water as an alternative water source to the Biscayne Aquifer. The permit design capacity of the expanded R.O. plant is 6 MGD.

Revised Water Use Permit. The SFWMD issued revised Water Use Permit (WUP) #13-00005-W (Exhibit II) on March 26, 2008, which recognizes the additional blended Floridian Aquifer capacity that will be provided by the expanded R.O. plant. Interim Water Use Allocations in the WUP permit provide FKAA with an allocation of 17.00 MGD (dry season) and 17.79 GPD (wet season) which may be withdrawn from the Biscayne Aquifer and allows FKAA to utilize the Stock Island and Marathon Reverse Osmosis plants for any demands exceeding the interim withdrawal limit, pending completion of the R.O. plant in Florida City. The Stock Island and Marathon R.O. plants have a combined capacity of 3.0 MGD providing an interim WUP water supply of 20.0 MGD during the dry season if needed. Once operational in 2010, the R.O. plant will provide an additional 6.0 MGD, which when combined with the 17.0 MGD permitted withdrawal from the Biscayne Aquifer, will increase available water supply to 23 MGD for the Florida Keys.

The interim allocation of 20 MGD (7,300 MG/year) through 2010 and 23 MGD after 2010 provides ample water supply to support the adopted amendment and allocated growth well beyond 10 years. The "Monroe County 2007 Annual Public Facilities Report" documents historic water use in the Florida Keys. Water demand has fluctuated significantly on an annual basis, however when evaluated over a ten-year period, the data shows an increase in water demand of more than 1 billion gallons over the last 10 years with an annual average increase of approximately 104 MG/year. This increase in demand can be shown in the following calculation:

1996 annual water demand = 5,272 MG /year

2006 annual water demand = 6,310 MG /year

Average Annual Increase = $(6,310 \text{ MG} - 5,272 \text{ MG}) / 10 = 103.8 \text{ MG /year}$

Based on the average annual increase of 103.8 MG per year, the interim allocation would be sufficient for an additional 9.5 years of growth beyond 2006 or through 2015 until demand reaches the interim permitted withdrawal of 20 MGD (7,300 MG/year). Since completion of the Florida City facilities, the 23 MGD allocation is available to support yet another 9.5 years of growth. Based on these findings, sufficient permitted water supply is available to meet the needs of the Florida Keys through 2024.

Improvements Schedule/Status. Condition 30 of the WUP provides the R.O. plant and the associated Floridian deep wells that will provide 23 MGD of capacity through 2024:

- DEP Underground Injection and Control permit was obtained on May 21, 2008.
- Construction contracts were required within 180 days or by November 21, 2008;
- Testing is required within one year and 30 days from issuance of the permit or by June 21, 2009.

- The R.O. plant construction was completed in January, 2010.

Sanitary Sewer Sec. 94-67 sets the level of service for residential sanitary sewer at 100 gal/capita/day and nonresidential sanitary sewer at 660 gal/acre/day.

- i) Existing capacity required based on site size: **1,247 gal/day**

The total capacity required for nonresidential use on 1.89 acres is:

$$660 \text{ gal/acres/day} \times 1.89 \text{ acres} = 1,247 \text{ gal/day}$$

- ii) Proposed capacity required based on site size: **1,247 gal/day**

The total capacity required for nonresidential use on 1.89 acres is:

$$660 \text{ gal/acres/day} \times 1.89 \text{ acres} = 1,247 \text{ gal/day}$$

- iii) Existing capacity required based on floor area: **311 gal/day**

The total capacity required for nonresidential use on 0.47 acres is:

$$660 \text{ gal/acres/day} \times 0.47 \text{ acres} = 311 \text{ gal/day}$$

- iv) Proposed capacity required based on floor area: **511 gal/day**

The total capacity required for nonresidential use on 0.77 acres is:

$$660 \text{ gal/acres/day} \times 0.77 \text{ acres} = 511 \text{ gal/day}$$

The current wastewater treatment plant has the potential treatment capacity of 10 million gallons per day. Only 4.8 million gallons per day of capacity are currently utilized⁹. The current plant has the capacity to service this project's projected needs.

Recreation "In cases where residential development is proposed, information shall be submitted describing plans for accommodating recreational demands generated by the development, including demonstrated evidence that the City's adopted level of service for recreation shall not be adversely impacted¹⁰."

No Residential Development Proposed

Solid Waste- "Projected demand generated by the development on the solid waste disposal system and assurances that the City's adopted level of service for solid waste disposal shall not be adversely impacted¹¹."

Sec. 94-71 sets the level of service for residential solid waste disposal (1994-2010) at 2.66 lb/capita/day and nonresidential solid waste disposal at 6.37 lb/capita/day.

- i) Existing capacity required: **331 lbs/day**

⁹ Per September 3, 2010 memo from Greg Smith, project Manager for CH2M Hill OMI (Exhibit III)

¹⁰ The City of Key West's Comprehensive Plan Policy 9-1.5.1: Resolving Concurrency Issues.

¹¹ The City of Key West's Comprehensive Plan Policy 9-1.5.1: Resolving Concurrency Issues.

The total capacity required for the nonresidential use of 52 employees¹² is:

$$6.37 \text{ lb/capita/day} \times 52 \text{ employees} = 331 \text{ lbs/day}$$

ii) Proposed capacity required: **459 lbs/day**

The total capacity required for the nonresidential use of 72 employees¹³ is:

$$6.37 \text{ lb/capita/day} \times 72 \text{ people} = 459 \text{ lbs/day}$$

Waste Management has more than enough capacity to handle the increase¹⁴.

Drainage - "Conceptual plan for accommodating storm water run-off and demonstrated evidence that the proposed drainage improvements shall accommodate storm water run-off without adversely impacting natural systems or the City's adopted level of service for storm drainage¹⁵."

This site will meet the minimum requirements through best management practices as depicted on the attached storm water management plans.

Roads/Trip Generation- "Estimated trips for the peak hour generated by the proposed land use(s) together with anticipated on- and off-site improvements necessitated to accommodate the traffic impacts generated by the development including, additional R/W, roadway improvements, additional paved laneage, traffic signalization, proposed methods for controlling access and egress, and other similar improvements¹⁶."

Trip generation and parking demand studies are being performed by Traf Tech Engineering and are expected to be completed by July 25th, 2012

This site is located on Caroline Street. Caroline Street is not a constrained street according to City of Key West Code Section 94-72.

Exhibits

Exhibit I – Department of Health Permit #150092-007-wc/04

Exhibit II – Water Use Permit (WUP) #13-00005-W

Exhibit III – September 3, 2010 Wastewater Memo

Exhibit IV – Map of the City of Key West's Existing Recreation Services

Exhibit V – January 25, 2010 Solid Waste Memo

¹² APA Planner's Estimating Guide, (table 4-11) was used to estimate employment numbers for existing uses.

¹³ Increased number of people based on the average between the APA Estimating Guide (30) and the expectation of the retailer (10 FTEs) for an average of 20

¹⁴ Per January 25, 2010 memo from Jay Gewin, City of Key West (Exhibit V)

¹⁵ The City of Key West's Comprehensive Plan Policy 9-1.5.1: Resolving Concurrency Issues

¹⁶ The City of Key West's Comprehensive Plan Policy 9-1.5.1: Resolving Concurrency Issues

Traf Tech
ENGINEERING, INC.

August 17, 2012

Mr. Craig Hunt
Conch Harbor Marina and Retail Center
951 Caroline Street
Key West, Florida 33040

**Re: Conch Harbor Marina – Key West
Trip Generation Analysis**

Dear Craig:

The Conch Harbor Marina is an existing marina and commercial retail facility located in the northwest quadrant of the intersection of Caroline Street and Grinnell Street in the City of Key West, Monroe County, Florida. The subject site currently consists of approximately 27,000 square feet of retail space and 40 boat slips. An additional 13,500 square feet of retail space is proposed for the subject site. The purpose of this trip generation analysis is to document the increase in the number of vehicle trips associated with the proposed retail expansion.

Trip Generation

The trip generation analysis for this project is based upon the trip generation rates and equations published in the Institute of Transportation Engineers (ITE) *Trip Generation (8th Edition)* report. The ITE land uses referenced for this analysis are Marina (ITE Land Use #420) and Shopping Center (ITE Land Use #820)¹. Based upon this information, the weekday, AM peak hour, and PM peak hour trip generation rates as well as the pass-by rates for the existing and proposed development are as follows:

Marina – ITE Land Use #420

- Weekday Trip Generation Rate: $T = 2.96 (X)$
where T = number of trips and X = number of berths
- AM Peak Hour Trip Generation Rate: $T = 0.08 (X)$ (33% in / 67% out)
- PM Peak Hour Trip Generation Rate: $T = 0.19 (X)$ (60% in / 40% out)

Shopping Center – ITE Land Use #820

- Weekday Trip Generation Rate: $T = 42.94 (X)$
where T = number of trips and X = 1,000 square feet of gross leasable area
- AM Peak Hour Trip Generation Rate: $T = 1.00 (X)$ (61% in / 39% out)
- PM Peak Hour Trip Generation Rate: $T = 3.73 (X)$ (49% in / 51% out)
- Pass-by: $\ln(T) = -0.29 \ln(X) + 5.00$
Where T = pass-by percentage and X = 1,000 square feet of gross leasable area

¹ Although the Marina land use description within the ITE *Trip Generation* report includes “limited retail and restaurant space,” the retail and restaurant uses at most marinas are typically small in size and cater almost exclusively to the patrons of the marina itself. In the case of Conch Harbor Marina, the existing retail uses serve not only the marina patrons but the surrounding community as well. Likewise, it is anticipated that the proposed retail space will serve both the marina patrons and the surrounding community. As a result and in order to assess traffic impacts with a conservative approach, it was determined that, from a trip generation standpoint, the retail component would be estimated independent of the marina boat slips.

The supporting trip generation information from the ITE report is presented in Attachment A to this document. The results of the trip generation analysis are summarized in Table I below.

Land Use	Size	Daily Trips	AM Peak Hour Trips			PM Peak Hour Trips		
			In	Out	Total	In	Out	Total
<i>Existing</i>								
Marina	40 berths	118	1	2	3	5	3	8
Retail - Pass-By (57%)	27,000 S.F.	1,159 (681)	16 (9)	11 (6)	27 (15)	49 (28)	52 (30)	101 (58)
Total		616	8	7	15	26	25	51
<i>Proposed</i>								
Marina	40 berths	118	1	2	3	5	3	8
Retail - Pass-By (51%)	40,500 S.F.	1,739 (887)	25 (13)	16 (8)	41 (21)	74 (38)	77 (39)	151 (77)
Total		970	13	10	23	41	41	82
Difference (Proposed - Existing)		354	5	3	8	15	16	31

Compiled by: Traf Tech Engineering, Inc. (August 2012).
Source: Institute of Transportation Engineers (ITE) Trip Generation (8th Edition) report.

Conclusions

Based upon the foregoing trip generation analysis, the proposed retail expansion of the existing Conch Harbor Marina located at Caroline Street and Grinnell Street in Key West, Florida is anticipated to generate an additional 354 daily vehicle trips, an additional 8 AM peak hour vehicle trips (5 inbound and 3 outbound) and an additional 31 PM peak hour vehicle trips (15 inbound and 16 outbound).

From a traffic engineering standpoint, the new vehicle trips forecast to be generated by this project are considered to be insignificant. For instance, during the AM peak hour the subject retail expansion would, on average, generate one new vehicle trip every seven and one-half (7.5) minutes and during the PM peak hour the retail expansion is forecast to generate one new vehicle trip every two (2) minutes.

If you have any questions or require additional information, please do not hesitate to contact me.

TRAF TECH ENGINEERING, INC.



Karl B. Peterson, P.E.
Senior Transportation Engineer

8400 North University Drive, Suite 309, Tamarac, Florida 33321
Tel: (954) 582-0988 Fax: (954) 582-0989

ATTACHMENT A
Trip Generation Information

**Land Use: 420
Marina**

Description

Marinas are public or private facilities that provide docks and berths for boats and may include limited retail and restaurant space.

Additional Data

The number of boat berths ranged from 108 to 1,750; the number of acres ranged from 11 to 105 and the number of parking spaces ranged from 65 to 493.

The sites were surveyed between the late 1960s and the late 1980s in California and Washington.

Source Numbers

6, 12, 19, 101, 123, 265

Marina (420)

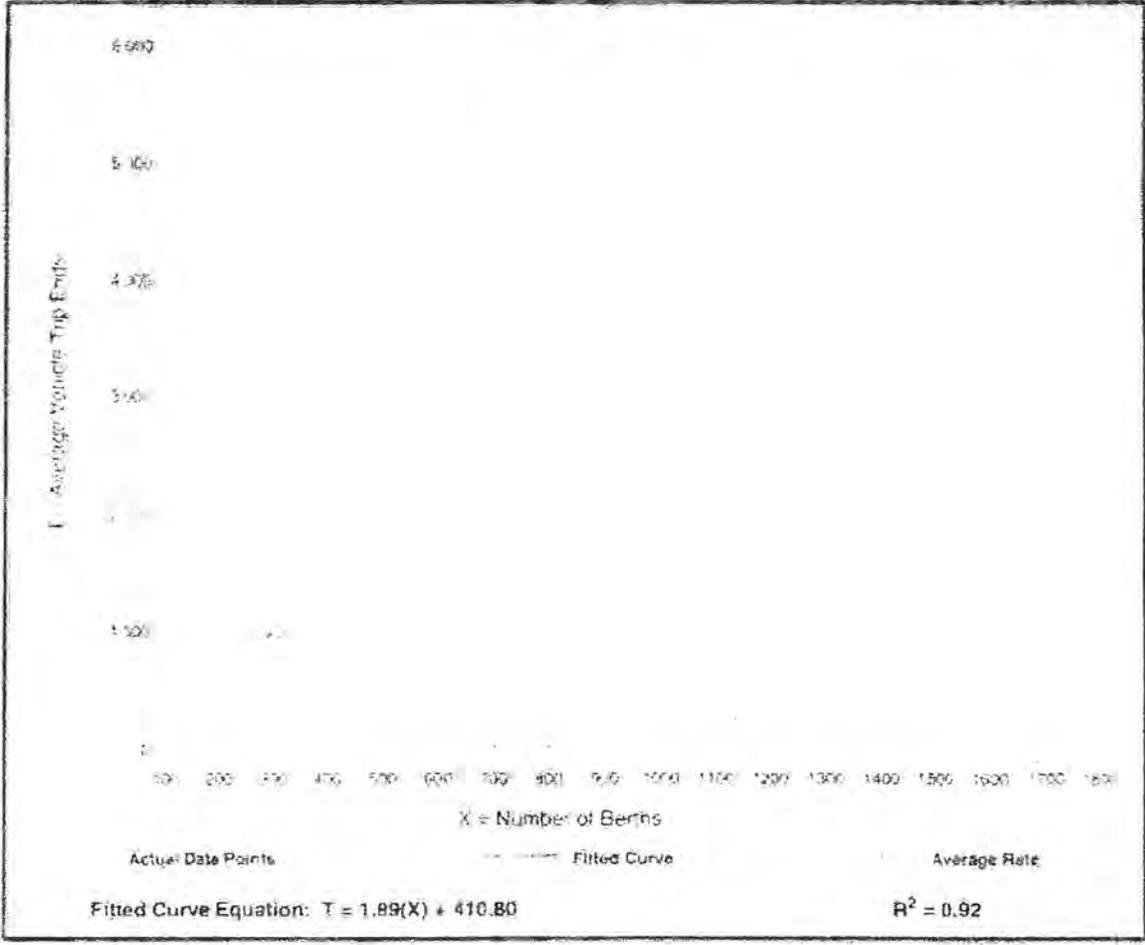
Average Vehicle Trip Ends vs: Berths
On a: Weekday

Number of Studies: 11
Average Number of Berths: 386
Directional Distribution: 50% entering, 50% exiting

Trip Generation per Berth

Average Rate	Range of Rates	Standard Deviation
2.96	1.91 - 10.04	3.26

Data Plot and Equation



**Marina
(420)**

Average Vehicle Trip Ends vs: Berths
On a: Weekday,
Peak Hour of Adjacent Street Traffic,
One Hour Between 7 and 9 a.m.

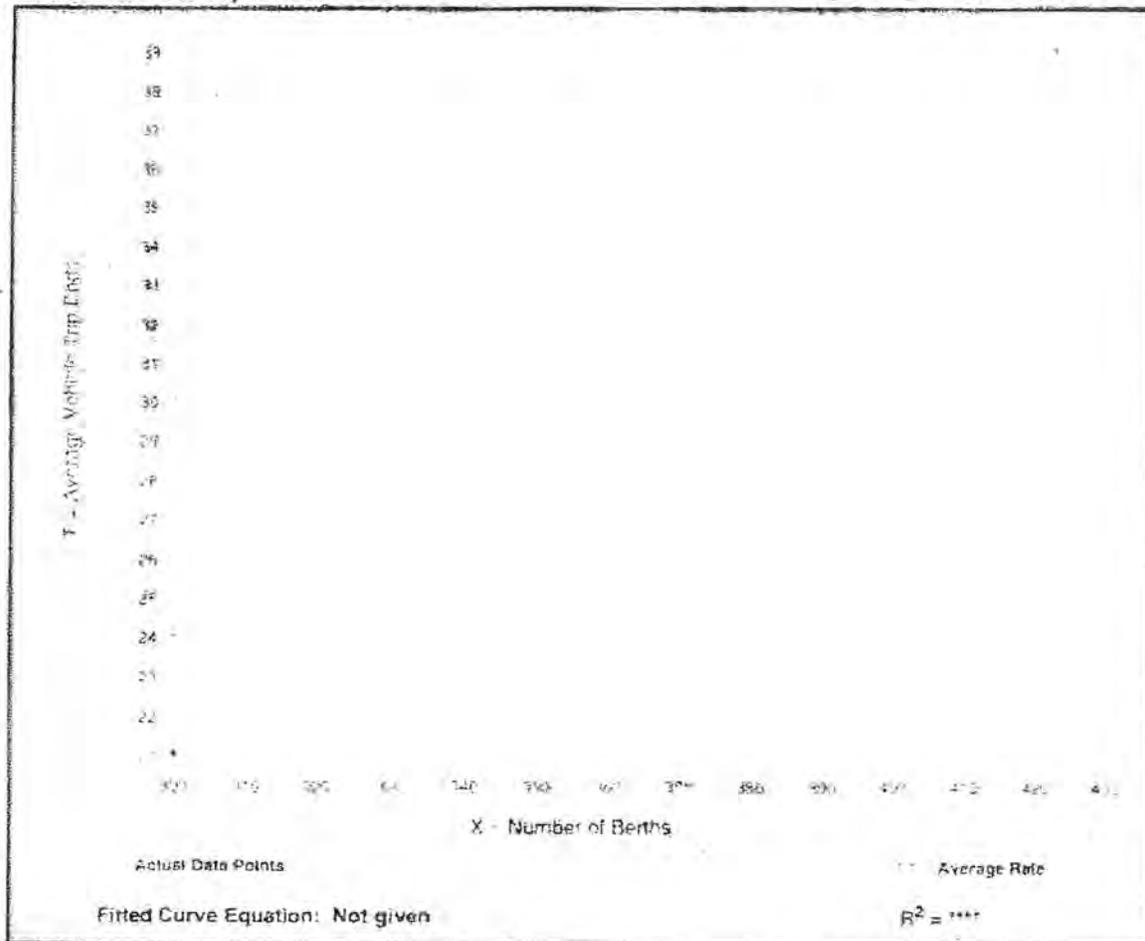
Number of Studies: 2
 Average Number of Berths: 362
 Directional Distribution: 33% entering, 67% exiting

Trip Generation per Berth

Average Rate	Range of Rates	Standard Deviation
0.08	0.07 - 0.09	

Data Plot and Equation

Caution - Use Carefully - Small Sample Size



**Marina
(420)**

Average Vehicle Trip Ends vs: Berths
On a: Weekday,
Peak Hour of Adjacent Street Traffic,
One Hour Between 4 and 6 p.m.

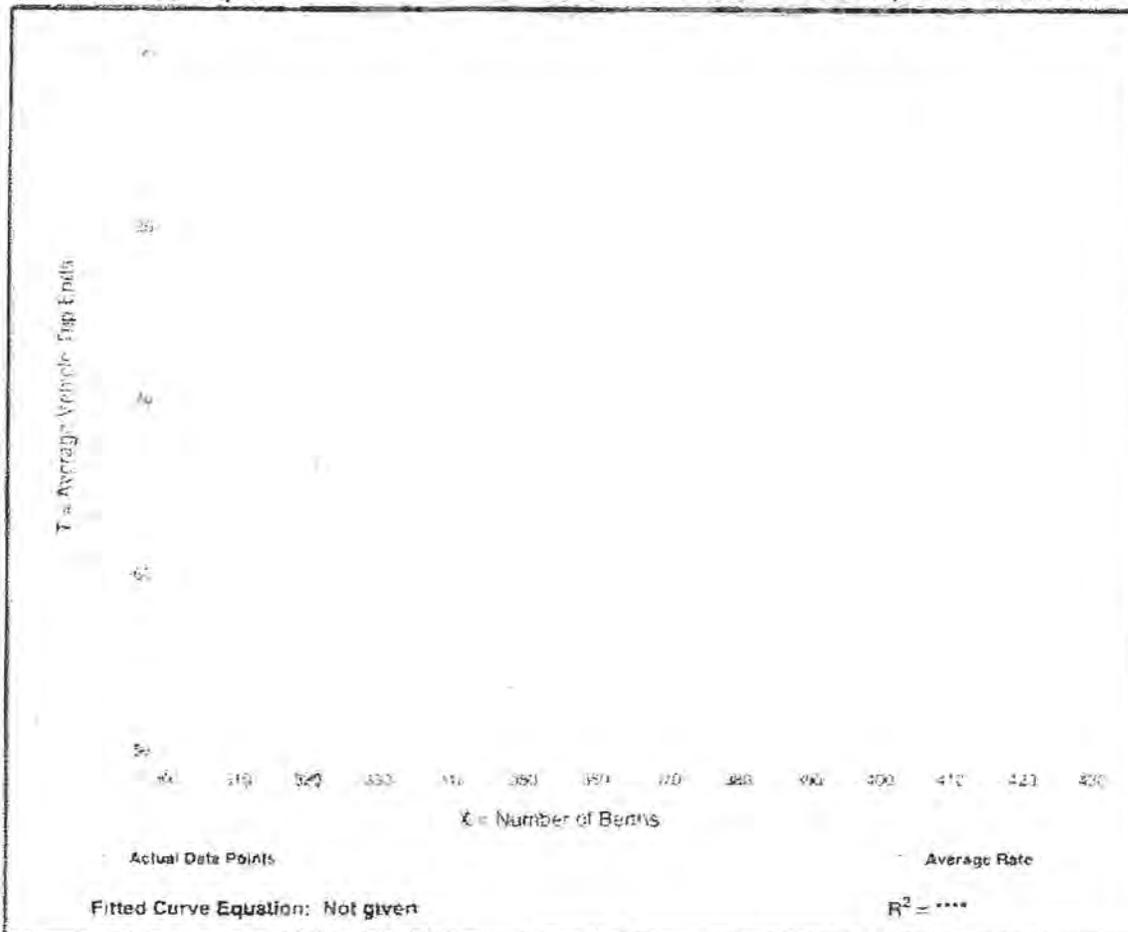
Number of Studies: 2
 Average Number of Berths: 362
 Directional Distribution: 60% entering, 40% exiting

Trip Generation per Berth

Average Rate	Range of Rates	Standard Deviation
0.19	0.17 - 0.21	

Data Plot and Equation

Caution - Use Carefully - Small Sample Size



Land Use: 820 Shopping Center

Description

A shopping center is an integrated group of commercial establishments that is planned, developed, owned and managed as a unit. A shopping center's composition is related to its market area in terms of size, location and type of store. A shopping center also provides on-site parking facilities sufficient to serve its own parking demands. Specialty retail center (Land Use 814) and factory outlet center (Land Use 823) are related uses.

Additional Data

Shopping centers, including neighborhood centers, community centers, regional centers and super regional centers, were surveyed for this land use. Some of these centers contained non-merchandising facilities, such as office buildings, movie theaters, restaurants, post offices, banks, health clubs and recreational facilities (for example, ice skating rinks or indoor miniature golf courses). The centers ranged in size from 1,700 to 2.2 million square feet gross leasable area (GLA). The centers studied were located in suburban areas throughout the United States and therefore represent typical U.S. suburban conditions.

Many shopping centers, in addition to the integrated unit of shops in one building or enclosed around a mall, include outparcels (peripheral buildings or pads located on the perimeter of the center adjacent to the streets and major access points). These buildings are typically drive-in banks, retail stores, restaurants, or small offices. Although the data herein do not indicate which of the centers studied included peripheral buildings, it can be assumed that some of the data show their effect.

The vehicle trips generated at a shopping center are based upon the total GLA of the center. In cases of smaller centers without an enclosed mall or peripheral buildings, the GLA could be the same as the gross floor area of the building.

Separate equations have been developed for shopping centers during the Christmas shopping season. Plots were included for the weekday peak hour of adjacent street traffic and the Saturday peak hour of the generator.

Information on approximate hourly, monthly and daily variation in shopping center traffic is shown in Tables 1-4. It should be noted, however, that the information contained in these tables is based on a limited sample size. Therefore, caution should be exercised when applying the data. Also, some information provided in the tables may conflict with the results obtained by applying the average rate or regression equations. When this occurs, it is suggested that the results from the average rate or regression equations be used, as they are based on a larger number of studies.

Shopping Center (820)

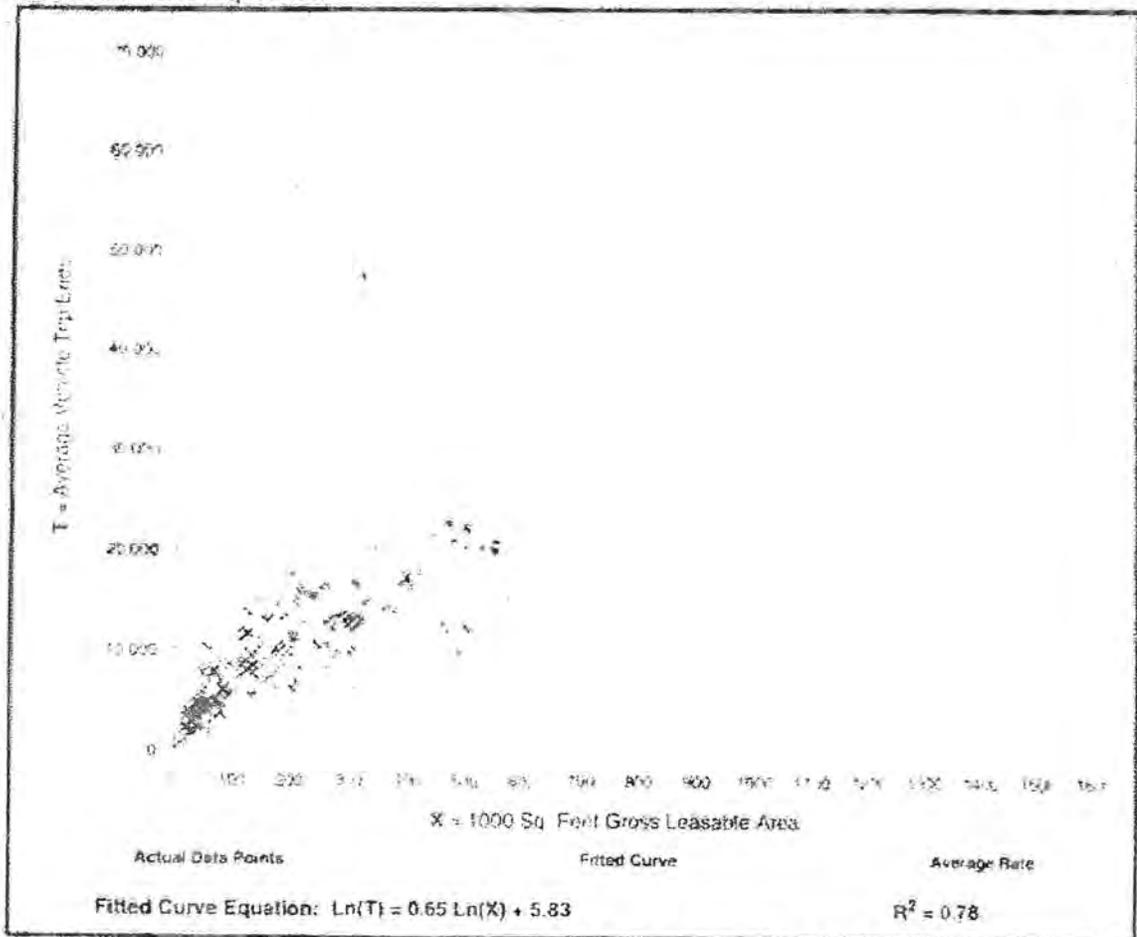
Average Vehicle Trip Ends vs: 1000 Sq. Feet Gross Leasable Area
On a: Weekday

Number of Studies: 302
Average 1000 Sq. Feet GLA: 328
Directional Distribution: 50% entering, 50% exiting

Trip Generation per 1000 Sq. Feet Gross Leasable Area

Average Rate	Range of Rates	Standard Deviation
42.94	12.50 - 270.89	21.38

Data Plot and Equation



Shopping Center (820)

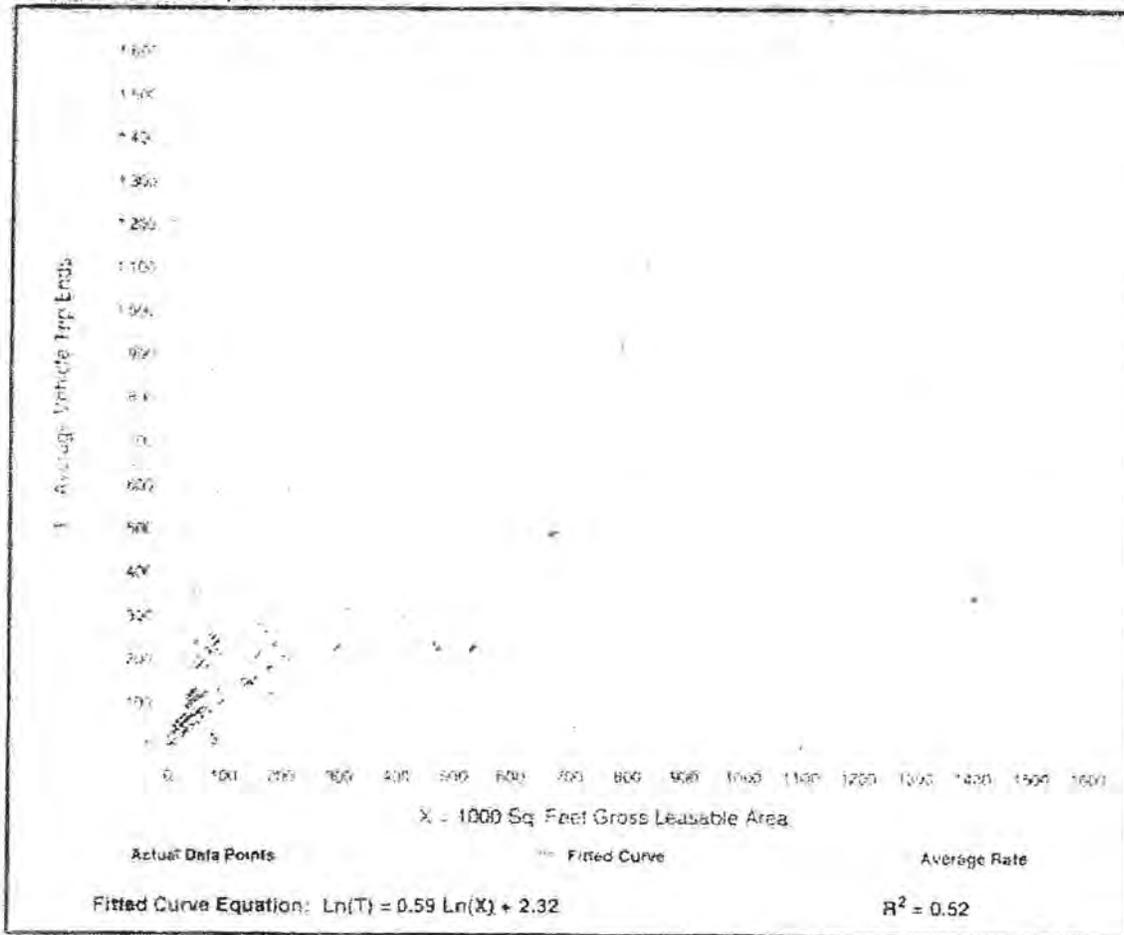
Average Vehicle Trip Ends vs: 1000 Sq. Feet Gross Leasable Area
 On a: Weekday,
 Peak Hour of Adjacent Street Traffic,
 One Hour Between 7 and 9 a.m.

Number of Studies: 101
 Average 1000 Sq Feet GLA: 296
 Directional Distribution: 61% entering, 39% exiting

Trip Generation per 1000 Sq. Feet Gross Leasable Area

Average Rate	Range of Rates	Standard Deviation
1.00	0.10 - 9.05	1.38

Data Plot and Equation



Shopping Center (820)

Average Vehicle Trip Ends vs: 1000 Sq. Feet Gross Leasable Area
 On a: Weekday,
 Peak Hour of Adjacent Street Traffic,
 One Hour Between 4 and 6 p.m.

Number of Studies: 412
 Average 1000 Sq. Feet GLA: 379
 Directional Distribution: 49% entering, 51% exiting

Trip Generation per 1000 Sq. Feet Gross Leasable Area

Average Rate	Range of Rates	Standard Deviation
3.73	0.68 - 29.27	2.74

Data Plot and Equation

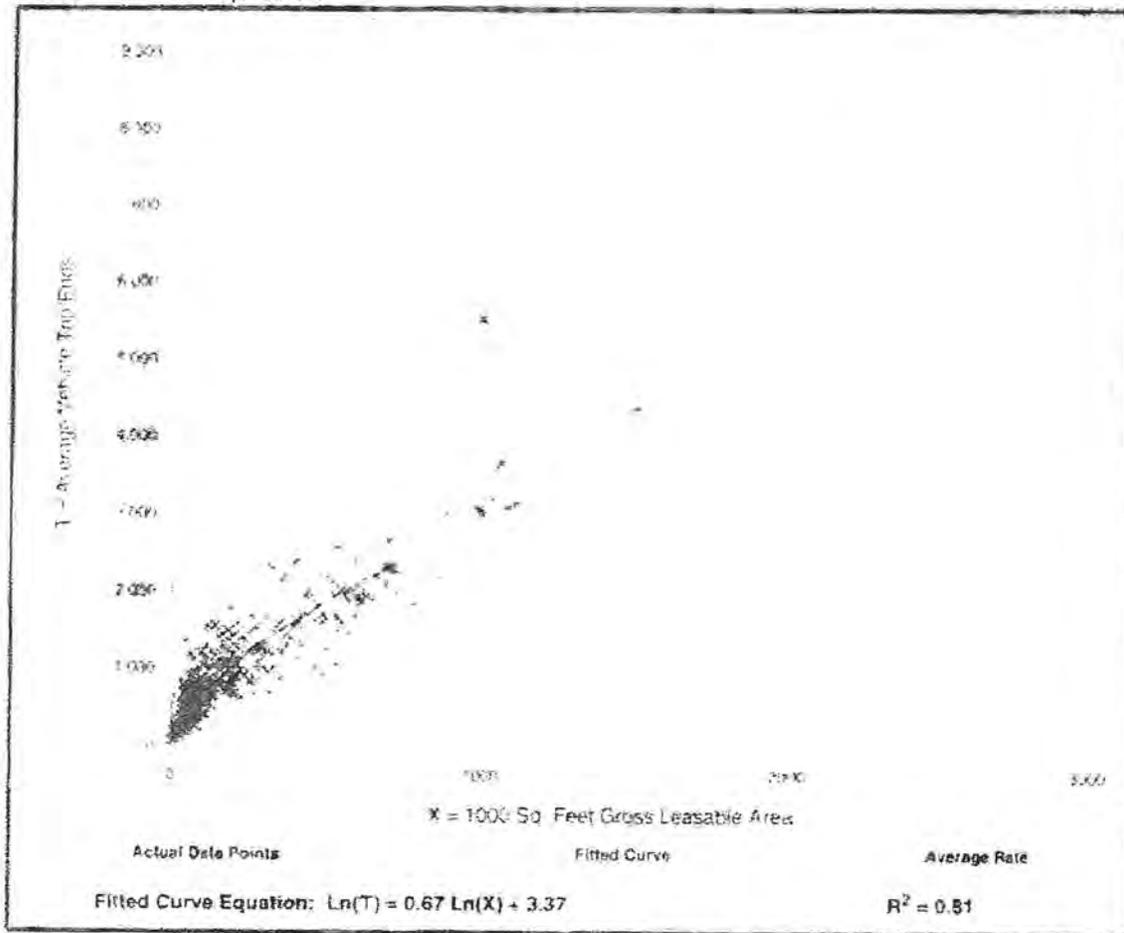
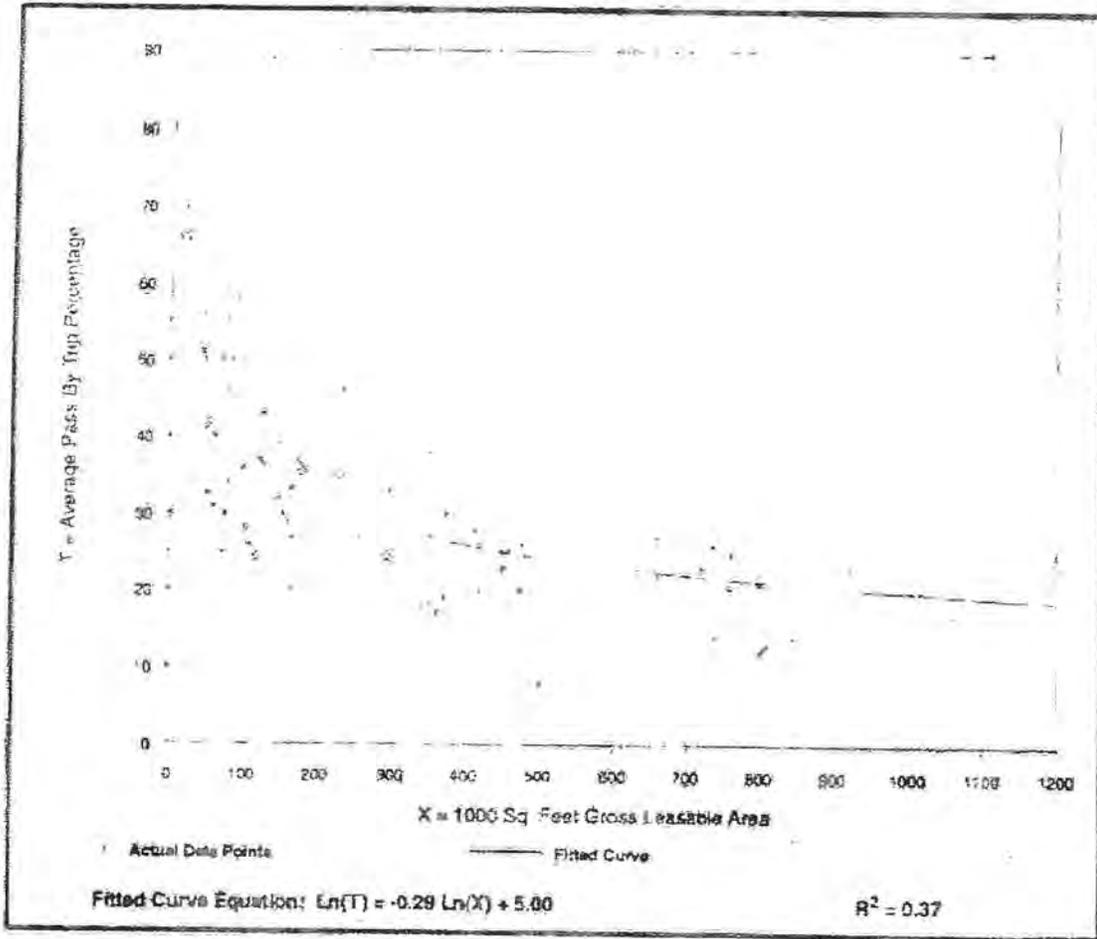


Figure 5.5 Shopping Center (820)

Average Pass-By Trip Percentage vs; 1,000 Sq. Feet Gross Leasable Area
 On a: Weekday, p.m. Peak Period
 Number of Studies: 100
 Average 1,000 Sq. Feet GLA: 329

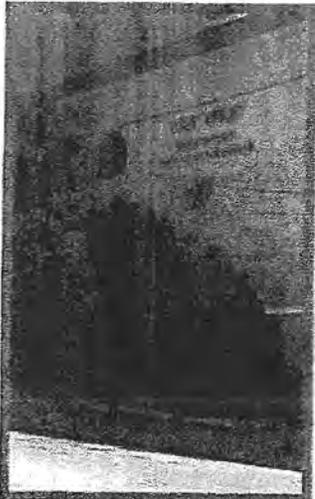
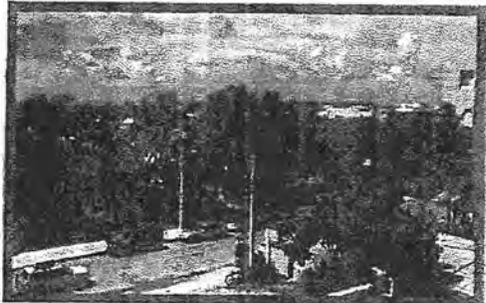
Data Plot



Conch Harbor Marina

Key West, Florida

parking study



prepared for:
Conch Harbor Retail Center, LLC

Traf Tech
ENGINEERING, INC.

September 2012

Exhibit A

Conch Harbor Marina

951 Caroline Street

Key West, Florida

Parking Study

September 2012

Prepared for:

Conch Harbor Retail Center, LLC
951 Caroline Street
Key West, Florida 33040

Prepared by:

Traf Tech Engineering, Inc.
8400 N. University Drive, Suite 309
Tamarac, Florida 33321
Phone: (954) 560-7103
Fax: (954) 582-0989

September 17, 2012

Mr. Craig Hunt
Conch Harbor Marina and Retail Center
951 Caroline Street
Key West, Florida 33040

**Re: Conch Harbor Marina
Parking Study**

Dear Craig:

Traf Tech Engineering, Inc. is pleased to provide you with the results of the parking study undertaken for the proposed expansion of the Conch Harbor Marina located in the northwest corner of the intersection at Caroline Street and Grinnell Street in Key West, Monroe County, Florida. It has been a pleasure working with you and your staff on this project.

Please do not hesitate to contact me if you have any questions.

TRAF TECH ENGINEERING, INC.



Karl B. Peterson, P.E.
Senior Transportation Engineer

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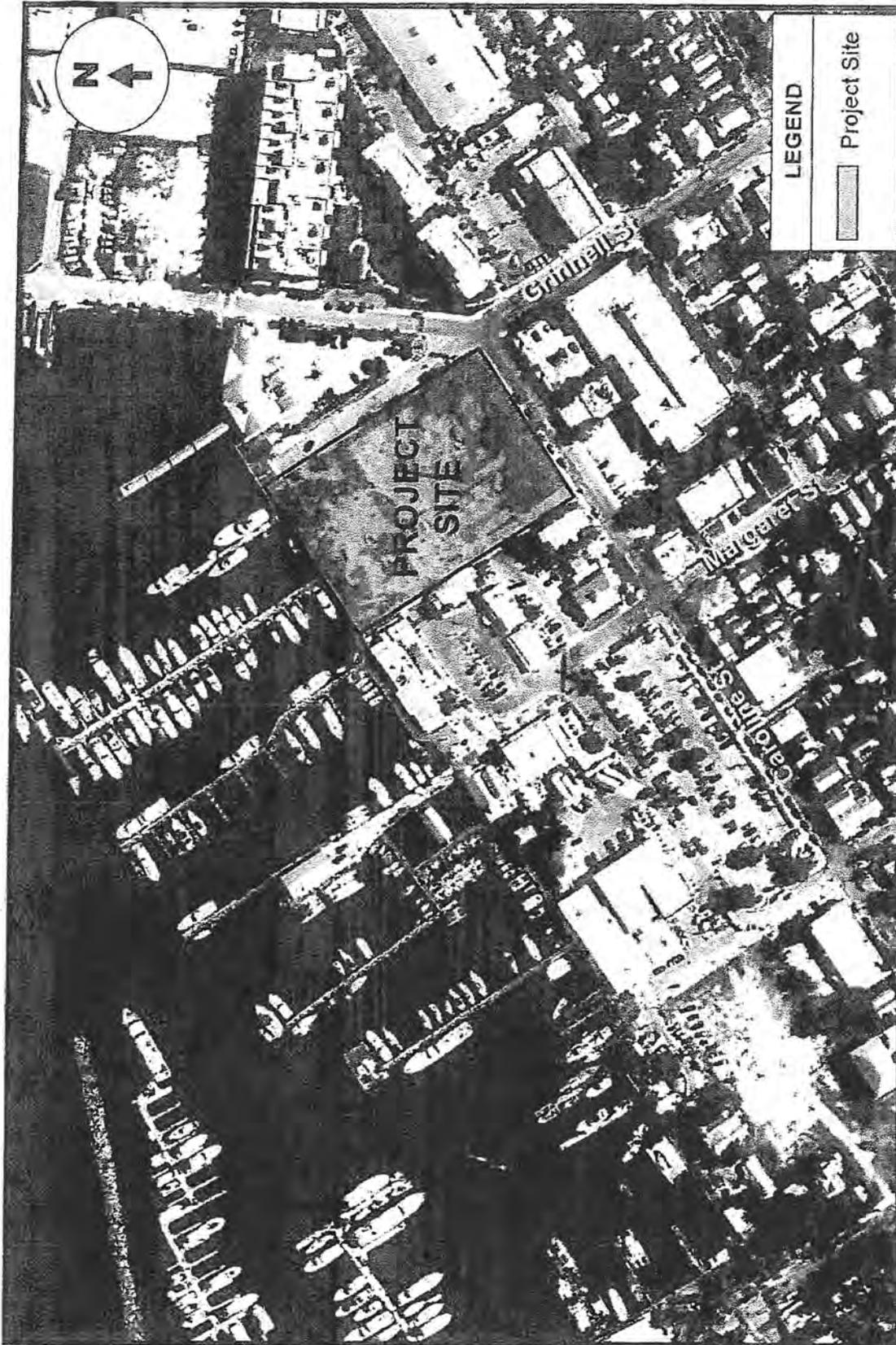
INTRODUCTION

The Conch Harbor Marina is an existing marina and commercial retail facility located in the northwest quadrant of the intersection of Caroline Street and Grinnell Street in the City of Key West, Monroe County, Florida. Figure 1 on the following page shows the location of the project site in relation to the surrounding roadway network.

The owner of this facility, Conch Harbor Retail Center, LLC, has proposed to expand the existing retail space at this location. Traf Tech Engineering, Inc. has been retained to prepare a parking study for the proposed retail expansion. This study addresses the supply of parking in the immediate area, parking demand (as measured in the field and adjusted for average peak season conditions), and parking availability that takes into consideration the proposed retail expansion.

This parking study is divided into five (5) sections, as listed below:

1. Inventory
2. Nearby Public Parking Spaces
3. Parking Counts
4. Parking Analysis
5. Conclusions and Recommendations



LEGEND

Project Site

FIGURE 1
Canch Harbor Marina
Key West, Florida

PROJECT LOCATION MAP

Traf Tech
ENGINEERING, INC.

INVENTORY

Existing Land Uses, Access and Parking

The existing Conch Harbor Marina site consists of the following land uses and intensities:

- 27,000 square feet of retail space (including restaurant, bar, and office uses)
- 40 slip boat marina
- 66 on-site parking spaces

Vehicular access to this marina / retail facility is provided by a circular driveway at the north end of Grinnell Street and another driveway that provides direct access to the parking garage under the retail portion of the development.

Proposed Land Uses, Access and Parking

The existing retail component on the subject site is proposed to be expanded by 13,500 square feet. Therefore, the total retail development at Conch Harbor Marina will be 40,500 square feet (i.e. 27,000 square feet plus 13,500 square feet). As part of this retail expansion, an additional five (5) parking spaces will be provided on-site. Other elements of this facility, such as the number of boat slips and the vehicular access points, will remain unchanged. For purposes of this parking study, the proposed retail expansion is anticipated to be completed and open for business by early 2014.

PARKING COUNTS

In order to establish a baseline for both parking supply and parking demand in the area of the Conch Harbor Marina, parking counts were performed by qualified transportation engineers. Prior to the actual parking counts, a review of the area was conducted and conversations were held with City staff relative to the parking areas that should be considered as part of this study. The study area was divided into ten (10) "parking zones" that are described briefly below and depicted graphically in Figure 2 on the following page.

1. Caroline Street (from William Street to Elizabeth Street): 12 parking spaces
2. West Marine Store: 19 parking spaces
3. William Street (from Caroline Street to Eaton Street): 31 parking spaces
4. Margaret Street (from Caroline Street to Eaton Street): 25 parking spaces
5. Key West Bight Parking Lots: 131 parking spaces (+ 10 handicap spaces)
6. Caroline Street (from William Street to Grinnell Street): 23 parking spaces
7. Ferry Parking Lot: 19 parking spaces
8. Conch Harbor Marina (traffic circle): 4 parking spaces
9. Conch Harbor Marina Parking Garage: 62 parking spaces (+ 4 handicap spaces)
10. Key West Old Town Garage: 248 public parking spaces (+ 6 handicap spaces)
(Note: For data collection purposes, this zone was subdivided into six (6) "sub-zones" defined generally by garage floors and ramps.)

The total number of existing public parking spaces (excluding handicap spaces) considered as part of this parking study is 574.

The parking counts were performed on Friday, July 13, 2012 from 3:00 PM to 8:00 PM and on Saturday, July 14, 2012 from 10:00 AM to 5:00 PM. The peak parking demand on Friday occurred between 5:30 PM and 6:00 PM with 330 occupied parking spaces (or, 57% occupancy of the available public parking spaces within the study area). The peak parking demand on Saturday occurred between 3:30 PM and 4:00 PM with 364 occupied parking spaces (or, 63% occupancy). The detailed parking data by parking zone and time of day is presented in Appendix A.

PARKING ZONES



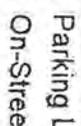
LEGEND	
	Parking Lot / Garage
	On-Street Parking
	Parking Zone

FIGURE 2
Conch Harbor Marina
Key West, Florida

PARKING ANALYSIS

This section of the report analyzes the parking data collected in the field, adjusts the data to reflect average peak season conditions, and estimates the demand associated with the expansion of the retail component of the Conch Harbor Marina as well as other nearby planned projects. The result of these analyses is an estimate of the projected average peak season parking demand as it relates to the available parking supply within the immediate area of the Conch Harbor Marina.

Average Peak Season Adjustment

Since the parking data for this analysis was collected during mid-July, it is necessary to adjust the parking counts to reflect the seasonality exhibited in the Florida Keys, especially in Key West. Traffic data utilized for analyses conducted in south Florida (including the Florida Keys) is typically adjusted to reflect "average peak season" conditions. This is accomplished by utilizing a multiplier that converts traffic related data collected during specific weeks of the year to average peak season conditions representing the average of the highest 13 weeks of the year.

The Florida Department of Transportation (FDOT) publishes peak season adjustment factors for each county in the State of Florida. For Monroe County, traffic related counts performed on July 13 and 14 can be adjusted to average peak season conditions by multiplying the values by 1.05. In other words, the data should be increased by 5% in order to reflect average peak season conditions for the study area.

Since these peak season adjustment factors are published for all of Monroe County, further, more localized analyses were performed. The EDOT maintains a permanent traffic count station on US 1 / Overseas Highway 200 feet east of Cow Key Bridge (Station 0165) near Key West. A detailed analysis of this traffic count location indicates that traffic in Key West should be adjusted by a factor of 1.11 (or +11%) in order to reflect average peak season conditions.

To further refine this peak season adjustment analysis, parking data for the Conch Harbor Marina parking garage and the City of Key West was reviewed. A review of the parking data for the Conch Harbor Marina parking garage indicates that parking data collected in the month of July should be adjusted by +6% in order to reflect average peak season conditions. While consistent with the countywide adjustment factors reported by FDOT, it is slightly lower than the adjustment factor derived from the data collected at the permanent count station on US 1.

The City of Key West provided access to the City's parking data for the purposes of this analysis. A review of the City's parking data for the past year (August 25, 2011 to August 22, 2012) indicates that parking demand during the week of July 12 – 18, 2012 should be adjusted by a factor of 1.11 (or, +11%) in order to represent average peak season demand for parking in Key West.

As a result of this analysis, it is evident that the parking data collected in mid-July of this year should be adjusted between +5% and +11% in order to reflect the average peak season conditions of Key West. In order to present a conservative analysis (or, worst-case scenario), the background parking demand will be increased by 11% to represent the demand exhibited during the average peak season conditions. The supporting data for this analysis is presented in Appendix B.

Conch Harbor Marina – Retail Vacancy

At the time of the parking data collection effort (July 13 and 14, 2012) approximately 3,755 square feet of the Conch Harbor Marina retail component were vacant. In order to account for the potential parking demand associated with this retail space, the number of parking spaces required by City Code was added to the overall parking demand. At one (1) parking space per 300 square feet of retail space, this yields a demand for 13 parking spaces.

Conch Harbor Marina – Proposed Retail Expansion

As mentioned previously, a 13,500 square foot expansion of the retail space at the Conch Harbor Marina is proposed. City Code requires one (1) parking space per 300 square feet of retail space and one parking space per 600 feet of warehouse / storage area. Based upon the configuration of the proposed retail facility (12,192 square feet of retail space and 1,308 square feet of warehouse / storage area), 44 parking spaces will be required. As part of the proposed expansion, five (5) additional parking spaces will be created immediately adjacent to the building.

Other Nearby Planned Projects

There are two planned projects in the immediate area of the Conch Harbor Marina. One project involves the development of a 96-unit hotel complex at 223 Elizabeth Street which is the site of the former Jabour's Campground and Trailer Court. The parking requirements for this development will be satisfied with 63 on-site parking spaces and 26 off-site parking spaces which will be leased in the Key West Bight parking lot. These 26 off-site parking spaces must be considered with respect to the future demand in the area as it relates to this parking study.

The other project involves the development of a restaurant / brewery to be located at 201 William Street in the former Waterfront Market warehouse building. This building is located within the historic commercial pedestrian oriented area and no new floor area is proposed. As such, no new parking spaces are required as a result of this redevelopment project.

Projected Peak Parking Demand

Table 1 on the following page presents the projected peak parking demand within the immediate area of the Conch Harbor Marina. This projection is based upon actual field parking counts, adjustments for average peak season conditions, and adjustments for existing retail vacancies and planned projects in the study area.

Exhibit A

Parking Zone	Number of Available Parking Spaces	Time Intervals (Number of Parked Vehicles)			
		Friday (Peak Hour)		Saturday (Peak Hour)	
		5:30 PM to 6:00 PM	6:00 PM to 6:30 PM	3:30 PM to 4:00 PM	4:00 PM to 4:30 PM
1	12	12	13	13	11
2	19	13	13	8	9
3	31	30	29	32	30
4	25	22	24	23	23
5	131	108	106	127	116
6	23	22	22	17	16
7	19	0	1	5	4
8	4	2	2	1	1
9	62	29	31	27	29
10 - Level 1	24	21	18	21	23
10 - Level 2	48	38	35	47	46
10 - Level 3	46	9	9	17	17
10 - Level 4	48	16	15	17	18
10 - Level 5	34	0	0	0	0
10 - Level 6	48	8	8	9	9
Proposed Parking Spaces	5	N/A	N/A	N/A	N/A
Total	579	330	327	364	352
Seasonal Adjustment (x 1.11)		366	363	404	391
Parking Spaces Required for:					
- Conch Harbor Vacancy (3,755 SF as of 7/17/12)		13	13	13	13
- Proposed Conch Harbor Expansion (13,500 SF)		44	44	44	44
- Planned Hotel at 223 Elizabeth Street		26	26	26	26
Total Peak Demand		449	446	487	474
Available Spaces		130	133	92	105

Source: Traf Tech Engineering, Inc., September 2012.

As indicated in Table 1 above, the total average peak season parking demand within the immediate area of the Conch Harbor Marina is projected to range from 449 occupied parking spaces during the peak hour (5:30 PM to 6:30 PM) on Fridays to 487 occupied parking spaces during the peak hour (3:30 PM to 4:30 PM) on Saturdays. During these peak time periods (when accounting for seasonal variations and projected parking demand associated with planned development), the total number of available parking spaces is estimated to be no less than 92.

CONCLUSIONS AND RECOMMENDATIONS

The Conch Harbor Marina is an existing marina and commercial retail facility located in the northwest quadrant of the intersection of Caroline Street and Grinnell Street in the City of Key West, Monroe County, Florida. The owner of the marina, Conch Harbor Retail Center, LLC, has proposed to construct an additional 13,500 square feet of retail space at this location.

In order to establish a baseline for both parking supply and parking demand in the area of the Conch Harbor Marina, parking counts were performed by qualified transportation engineers. The parking counts were performed on Friday, July 13, 2012 from 3:00 PM to 8:00 PM and on Saturday, July 14, 2012 from 10:00 AM to 5:00 PM. The peak parking demand on Friday occurred between 5:30 PM and 6:00 PM with 330 occupied parking spaces (or, 57% occupied). The peak parking demand on Saturday occurred between 3:30 PM and 4:00 PM with 364 occupied parking spaces (or, 63% occupied).

Adjustments to the field parking counts were made in order to reflect average peak season conditions as well as for current retail vacancies at the Conch Harbor Marina, the proposed retail expansion of the Conch Harbor Marina, and other planned projects in the study area. During the peak time periods (Fridays between 5:30 PM and 6:30 PM and Saturdays between 3:30 PM and 4:30 PM), the total number of available parking spaces is estimated to be no less than 92. Given that this demand includes the parking required by Code for the proposed retail expansion of the Conch Harbor Marina, it is evident that the existing parking supply in the Key West Bight area is sufficient to meet the anticipated average peak season parking demand.

In other words, the existing parking supply at the Conch Harbor Marina parking garage, the new proposed five (5) parking spaces, and the nearby (within walking distance) public parking spaces are sufficient to comfortably accommodate the future parking demand of the study area during average peak season conditions.

Exhibit A

Appendix A
Parking Data



8400 N. University Drive
Suite 309
Tamarac, Florida 33321
(954) 582-0988

Project: Conch Harbor Marina
Analyst: KBP / JEV
Project No.: 16,589
Day: Friday
Time Period: 3:00 PM to 8:00 PM

Parking Zone	Number of Available Spaces	Time Intervals (Number of Parked Vehicles)																			
		3:00 PM to 3:30 PM		3:30 PM to 4:00 PM		4:00 PM to 4:30 PM		4:30 PM to 5:00 PM		5:00 PM to 5:30 PM		5:30 PM to 6:00 PM		6:00 PM to 6:30 PM		6:30 PM to 7:00 PM		7:00 PM to 7:30 PM		7:30 PM to 8:00 PM	
		3:00 PM to 3:30 PM	3:30 PM to 4:00 PM	4:00 PM to 4:30 PM	4:30 PM to 5:00 PM	5:00 PM to 5:30 PM	5:30 PM to 6:00 PM	6:00 PM to 6:30 PM	6:30 PM to 7:00 PM	7:00 PM to 7:30 PM	7:30 PM to 8:00 PM	8:00 PM to 8:30 PM	8:30 PM to 9:00 PM	9:00 PM to 9:30 PM	9:30 PM to 10:00 PM	10:00 PM to 10:30 PM	10:30 PM to 11:00 PM	11:00 PM to 11:30 PM	11:30 PM to 12:00 PM	12:00 PM to 12:30 PM	12:30 PM to 1:00 PM
1	12	12	12	13	11	11	12	13	11	11	12	13	13	13	13	13	12	12	12	12	15
2	19	9	8	11	12	15	13	13	15	13	13	13	13	13	11	11	11	11	11	11	11
3	31	33	32	29	31	28	30	29	28	30	29	29	29	27	27	29	29	29	29	29	29
4	25	24	23	24	24	22	22	24	22	22	24	24	21	21	21	22	22	22	22	22	26
5	131	92	91	90	95	104	108	106	104	108	108	106	106	106	106	109	109	109	109	112	112
6	23	6	7	14	16	17	22	22	17	22	22	22	22	22	22	22	22	22	22	22	26
7	19	2	3	4	4	2	0	4	2	0	1	1	2	2	2	2	1	1	1	1	0
8	4	3	3	1	1	1	2	1	1	2	2	2	1	1	1	1	1	1	1	1	1
9	62	32	31	32	29	29	29	31	29	29	29	31	24	24	24	22	22	22	22	20	20
10-1	24	19	20	22	21	22	21	21	22	22	21	18	20	20	20	19	19	19	19	21	21
10-2	48	42	42	44	43	40	38	35	40	38	35	35	35	35	35	37	37	37	34	34	34
10-3	46	7	6	6	6	8	9	9	8	9	9	9	8	8	8	8	8	8	8	8	8
10-4	48	16	16	15	15	15	16	16	15	16	16	16	16	16	16	16	16	16	16	16	16
10-5	34	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
10-6	48	9	9	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8
Total	574	306	303	313	316	322	330	327	314	318	327	314	318	318	318	318	318	318	318	327	327

TrafTech

ENGINEERING, INC.
 8400 N. University Drive
 Suite 309
 Tamarac, Florida 33321
 (954) 582-0988

Project: Conch Harbor Marina
Analyst: RBP
Project No.: 16389
Date: Saturday, July 14, 2012
Time Period: 10:00 AM to 5:00 PM

Parking Zone	Number of Available Spaces	Time Intervals (Number of Parked Vehicles)													
		10:00 AM to 10:30 AM	10:30 AM to 11:00 AM	11:00 AM to 11:30 AM	11:30 AM to 12:00 PM	12:00 PM to 12:30 PM	12:30 PM to 1:00 PM	1:00 PM to 1:30 PM	1:30 PM to 2:00 PM	2:00 PM to 2:30 PM	2:30 PM to 3:00 PM	3:00 PM to 3:30 PM	3:30 PM to 4:00 PM	4:00 PM to 4:30 PM	4:30 PM to 5:00 PM
1	12	13	14	14	14	13	14	15	15	15	14	14	13	11	11
2	19	12	13	12	13	7	9	11	10	10	9	8	8	0	8
3	31	29	30	30	31	31	33	29	31	31	30	28	32	30	32
4	25	24	23	24	23	24	25	21	21	21	21	21	23	23	25
5	131	71	85	97	93	105	121	115	110	109	122	127	116	116	105
6	23	16	15	15	17	15	17	18	19	22	16	17	16	16	20
7	19	0	0	1	0	0	2	2	1	2	2	5	4	4	4
8	4	1	2	1	1	1	2	2	2	2	1	1	1	1	1
9	52	23	21	22	22	23	23	23	23	25	25	27	29	29	30
10-1	24	22	19	18	20	23	25	25	24	24	22	21	23	23	24
10-2	48	39	41	40	41	42	43	44	45	45	46	47	46	46	47
10-3	45	8	5	6	6	7	7	8	10	12	17	17	17	17	17
10-4	48	15	15	15	15	15	15	15	15	16	18	17	18	18	18
10-5	34	0	0	0	0	0	0	0	0	0	0	0	0	0	0
10-6	48	9	9	9	9	9	9	9	9	9	9	9	9	9	9
Total	574	282	292	304	306	315	340	337	337	343	346	364	362	362	351

Exhibit A

Appendix B
Peak Season Adjustment Analysis

Exhibit A

2011 PEAK SEASON FACTOR CATEGORY REPORT - REPORT TYPE: ALL
 CATEGORY: 9000 MONROE COUNTYWIDE

WEEK	DATES	SF	MOCF: 0.91 PSCF
1	01/01/2011 - 01/01/2011	1.01	1.10
2	01/02/2011 - 01/08/2011	1.01	1.10
3	01/09/2011 - 01/15/2011	1.00	1.09
4	01/16/2011 - 01/22/2011	0.98	1.07
5	01/23/2011 - 01/29/2011	0.96	1.05
* 6	01/30/2011 - 02/05/2011	0.94	1.03
* 7	02/06/2011 - 02/12/2011	0.93	1.02
* 8	02/13/2011 - 02/19/2011	0.91	0.99
* 9	02/20/2011 - 02/26/2011	0.90	0.98
*10	02/27/2011 - 03/05/2011	0.89	0.97
*11	03/06/2011 - 03/12/2011	0.88	0.96
*12	03/13/2011 - 03/19/2011	0.87	0.95
*13	03/20/2011 - 03/26/2011	0.89	0.97
*14	03/27/2011 - 04/02/2011	0.91	0.99
*15	04/03/2011 - 04/09/2011	0.92	1.01
*16	04/10/2011 - 04/16/2011	0.94	1.03
*17	04/17/2011 - 04/23/2011	0.95	1.04
*18	04/24/2011 - 04/30/2011	0.96	1.05
19	05/01/2011 - 05/07/2011	0.97	1.06
20	05/08/2011 - 05/14/2011	0.98	1.07
21	05/15/2011 - 05/21/2011	0.99	1.08
22	05/22/2011 - 05/28/2011	1.00	1.09
23	05/29/2011 - 06/04/2011	1.00	1.09
24	06/05/2011 - 06/11/2011	1.01	1.10
25	06/12/2011 - 06/18/2011	1.01	1.10
26	06/19/2011 - 06/25/2011	1.00	1.09
27	06/26/2011 - 07/02/2011	0.99	1.08
28	07/03/2011 - 07/09/2011	0.98	1.07
29	07/10/2011 - 07/16/2011	0.96	1.05
30	07/17/2011 - 07/23/2011	0.98	1.07
31	07/24/2011 - 07/30/2011	1.00	1.09
32	07/31/2011 - 08/06/2011	1.01	1.10
33	08/07/2011 - 08/13/2011	1.03	1.13
34	08/14/2011 - 08/20/2011	1.05	1.15
35	08/21/2011 - 08/27/2011	1.07	1.17
36	08/28/2011 - 09/03/2011	1.10	1.20
37	09/04/2011 - 09/10/2011	1.12	1.22
38	09/11/2011 - 09/17/2011	1.15	1.26
39	09/18/2011 - 09/24/2011	1.15	1.26
40	09/25/2011 - 10/01/2011	1.14	1.25
41	10/02/2011 - 10/08/2011	1.14	1.25
42	10/09/2011 - 10/15/2011	1.13	1.24
43	10/16/2011 - 10/22/2011	1.12	1.22
44	10/23/2011 - 10/29/2011	1.10	1.20
45	10/30/2011 - 11/05/2011	1.08	1.18
46	11/06/2011 - 11/12/2011	1.06	1.16
47	11/13/2011 - 11/19/2011	1.05	1.15
48	11/20/2011 - 11/26/2011	1.04	1.14
49	11/27/2011 - 12/03/2011	1.03	1.13
50	12/04/2011 - 12/10/2011	1.02	1.12
51	12/11/2011 - 12/17/2011	1.01	1.10
52	12/18/2011 - 12/24/2011	1.01	1.10
53	12/25/2011 - 12/31/2011	1.00	1.09

* PEAK SEASON

14-FEB-2012 14:42:38

830UPD [1.0,0.1] 6_9000_PKSEASON.TXT

Exhibit A

**FDOT Permanent Count Station
Station 0165
200 Feet East of Cow Key Bridge
YEAR: 2011**

Weekly Traffic	Sorted	Highest 13 wks	Week	PSF
1 261057	292993	292993	1	1.07
2 259454	287950	287950	2	1.07
3 257307	286070	286070	3	1.08
4 260843	284792	284792	4	1.07
5 268562 *	284279	284279	5	1.04
6 272267 *	279616	279616	6	1.02
7 287950 **	276991	276991	7	0.97
8 284792 *	273437	273437	8	0.98
9 286070 *	272267	272267	9	0.97
10 292993 *	271027	271027	10	0.95
11 284279 *	270513	270513	11	0.98
12 279616 *	268562	268562	12	0.99
13 276991 *	268121	268121	13	1.00
14 271027 *	264069	Total: 3616618	14	1.03
15 268121 *	262628	Avg: 278201.4	15	1.04
16 273437 *	261057		16	1.02
17 264069	260843		17	1.05
18 256737	259949		18	1.08
19 255071	259454		19	1.09
20 253896	259411		20	1.10
21 253489	259266		21	1.10
22 249274	257307		22	1.12
23 252526	256976		23	1.10
24 250704	256737		24	1.11
25 250133	255071		25	1.11
26 250841	253896		26	1.11
27 243112	253489		27	1.14
28 250218	252526		28	1.11
29 250241	250842		29	1.11
30 262628	250841		30	1.06
31 250267	250704		31	1.11
32 256976	250267		32	1.08
33 248373	250241		33	1.12
34 234634	250218		34	1.19
35 233619	250133		35	1.19
36 228739	249274		36	1.22
37 236721	248373		37	1.18
38 232580	248272		38	1.20
39 230234	248243		39	1.21
40 233194	247201		40	1.19
41 231053	243112		41	1.20
42 224910	236721		42	1.24
43 210286	234634		43	1.32
44 259949	233619		44	1.07
45 259266	233194		45	1.07
46 250842	232580		46	1.11
47 232040	232040		47	1.20
48 248272	231053		48	1.12
49 248243	230234		49	1.12
50 247201	228739		50	1.13
51 259411	224910		51	1.07
52 270513 *	210286		52	1.03

Exhibit A

Conch Harbor Marina Parking Garage

Year	Month	Revenue	Sort	Highest 3 Mo.		Monthly Adjustment
2010	October	\$3,078.35	\$6,021.60	\$6,021.60	October	1.88
	November	\$5,895.96 *	\$5,895.96	\$5,895.96	November	0.98
	December	\$4,016.34	\$5,488.81	\$5,488.81	December	1.44
2011	January	\$6,021.60 *	\$4,998.78	\$17,406.37	January	0.96
	February	\$3,859.28	\$4,466.71		February	1.50
	March	\$2,695.47	\$4,130.89	\$5,802.12	March	2.15
	April	\$3,646.63	\$4,016.34		April	1.59
	May	\$4,998.78	\$3,859.28		May	1.16
	June	\$3,800.96	\$3,800.96		June	1.53
	July	\$5,488.81 *	\$3,646.63		July	1.06
	August	\$4,466.71	\$3,078.35		August	1.30
	September	\$4,130.89	\$2,695.47		September	1.40

Exhibit A

City of Key West, FL Parking Revenue

				Key West		Highest		
				- All	Sorted	13 wks	Week	PSF
2011	1	25-Aug	31-Aug	\$41,340	100,225	100,225	1	2.16
	2	1-Sep	7-Sep	59,304	97,185	97,185	2	1.51
	3	8-Sep	14-Sep	41,619	96,177	96,177	3	2.15
	4	15-Sep	21-Sep	45,875	95,165	95,165	4	1.95
	5	22-Sep	28-Sep	44,073	91,404	91,404	5	2.03
	6	29-Sep	5-Oct	47,064	87,788	87,788	6	1.90
	7	6-Oct	12-Oct	49,869	86,201	86,201	7	1.79
	8	13-Oct	19-Oct	42,878	86,065	86,065	8	2.09
	9	20-Oct	26-Oct	63,305	85,986	85,986	9	1.41
	10	27-Oct	2-Nov	62,818	85,852	85,852	10	1.42
	11	3-Nov	9-Nov	64,136	83,880	83,880	11	1.39
	12	10-Nov	16-Nov	71,071	83,444	83,444	12	1.26
	13	17-Nov	23-Nov	59,204	83,364	83,364	13	1.51
	14	24-Nov	30-Nov	61,763	83,239	83,239	14	1.45
	15	1-Dec	7-Dec	44,786	82,881	82,881	15	2.00
	16	8-Dec	14-Dec	45,180	82,777	82,777	16	1.98
	17	15-Dec	21-Dec	53,431	81,617	81,617	17	1.67
	2012	18	22-Dec	28-Dec	80,721	80,721	80,721	18
19		29-Dec	4-Jan	100,225	80,580	80,580	19	0.89
20		5-Jan	11-Jan	61,677	78,718	78,718	20	1.45
21		12-Jan	18-Jan	69,960	74,625	74,625	21	1.28
22		19-Jan	25-Jan	66,892	73,734	73,734	22	1.34
23		26-Jan	1-Feb	65,120	73,096	73,096	23	1.37
24		2-Feb	8-Feb	67,960	71,071	71,071	24	1.32
25		9-Feb	15-Feb	82,881	69,960	69,960	25	1.08
26		16-Feb	22-Feb	97,185	69,797	69,797	26	0.92
27		23-Feb	29-Feb	85,852	69,085	69,085	27	1.04
28		1-Mar	7-Mar	91,404	68,157	68,157	28	0.98
29		8-Mar	14-Mar	95,165	67,960	67,960	29	0.94
30		15-Mar	21-Mar	96,177	66,892	66,892	30	0.93
31		22-Mar	28-Mar	86,201	65,401	65,401	31	1.04
32		29-Mar	4-Apr	85,986	65,339	65,339	32	1.04
33		5-Apr	11-Apr	87,788	65,120	65,120	33	1.02
34		12-Apr	18-Apr	74,625	64,136	64,136	34	1.20
35		19-Apr	25-Apr	69,085	63,460	63,460	35	1.29
36		26-Apr	2-May	65,401	63,305	63,305	36	1.37
37		3-May	9-May	69,797	63,139	63,139	37	1.28
38		10-May	16-May	63,460	62,818	62,818	38	1.41
39		17-May	23-May	68,157	61,763	61,763	39	1.31
40		24-May	30-May	82,777	61,677	61,677	40	1.08
41		31-May	6-Jun	63,139	59,304	59,304	41	1.42
42		7-Jun	13-Jun	73,734	59,204	59,204	42	1.21
43		14-Jun	20-Jun	78,718	53,431	53,431	43	1.14
44		21-Jun	27-Jun	73,096	49,869	49,869	44	1.22
45		28-Jun	4-Jul	83,364	47,064	47,064	45	1.07
46		5-Jul	11-Jul	86,065	45,875	45,875	46	1.04
47		12-Jul	18-Jul	80,580	45,180	45,180	47	1.11
48		19-Jul	25-Jul	83,444	44,786	44,786	48	1.07
49		26-Jul	1-Aug	83,880	44,073	44,073	49	1.07
50		2-Aug	8-Aug	83,239	42,878	42,878	50	1.07
51		9-Aug	15-Aug	81,617	41,619	41,619	51	1.10
52		16-Aug	22-Aug	65,339	41,340	41,340	52	1.37

Total: 1,162,736

Average: 89,441

Exhibit I

Department of Health Permit #150092-007-wc/04



Jeb Bush
Governor

M. Rony Francis, M.D., M.S.P.H., Ph.D.
Secretary

Lillian Rivera, RN, MSN, Administrator

PERMITTEE:

Florida Keys Aqueduct Authority (FKAA)
C/o Ray M. Shimokubo
PO BOX 1239, Kennedy Drive
Key West, Florida 33041-1239

PERMIT No: 130092-007-WC/04

DATE OF ISSUE: November 14, 2006

EXPIRATION DATE: November 13, 2011

COUNTY: MEAMI-DADE COUNTY

LAT./LONG.: 25°26'25" N / 80°30'33" W

SECTION/TOWNSHIP/RANGE:

PROJECT: Reverse Osmosis (RO) Expansion Facility, 6.0 MGD Permeate production with blending options at FKAA J.Robert Dean WTP Florida City, Dade County

This permit is issued under the provisions of Chapter 403, Florida Statutes, and Florida Administrative Code Rule 62-4, 62-550, 62-555 & 62-560. The above named permittee is hereby authorized to perform the work shown on the application, technical specifications approved drawing(s), plans, and other documents attached hereto or on file with the Department and made a part hereof and specifically described as follows:

TO CONSTRUCT: A Reverse Osmosis (RO) treatment facility with a permeate capacity of up to 6 Million Gallons per Day, (MGD) produced from Phase I, consisting of three (3) 1.5 MGD trains on Phase II, consisting of an additional 1.5 MGD or four (4) 1.5 MGD trains. The RO facility will be fully integrated with the existing lime softening plant.

There will be the option of bypassing a limited amount of pretreated Floridan aquifer water and blending it with RO permeate thus adding alkalinity to the product water and increasing the overall plant "net" recovery. The RO system product water (degasified permeate/blended permeate) will be combined (blended) with existing lime softening plant product and a limited amount of cartridge-filtered Biscayne Aquifer RO bypass water. The blended product water will receive chemical addition and be transferred to existing finished water storage facilities and pumped to distribution with existing high service pumps.

The water treatment plant construction permit application is for 6 MGD RO permeate capacity plus up to 3 MGD cartridge filtered Biscayne Aquifer blend flow and up to 0.576 MGD (400 gpm) pretreated Floridan Aquifer feed water bypass (which blends with RO permeate), and up to 0.7 MGD Floridan Aquifer water which blends with the existing lime softening facility influent Biscayne Aquifer water. The full operation of all the above described facility units could raise the Possible Facility Output Capacity to greater than 23.8 MGD existing permissible, plus 6.0 MGD covered under this permit application.

No other facilities or new wells are part of this permit.

TO SERVE: The Florida Keys Water Distribution System, Monroe County, Florida.



Samir Elmir, M.S., P.E., DBE, Division Director
Miami-Dade County Health Department
Environmental Health and Engineering
1725 N. W. 167th Street, Miami, Florida 33056
Tel: (305) 623-3500 Fax: (305) 623-3502
Email: Samir_elmir@doh.state.fl.us
Website: www.dadehealth.org

"A"

PERMIT NO: 150092-007-WC/04
PERMIT ISSUE DATE: November 14, 2006

GENERAL CONDITIONS:

1. The terms, conditions, requirements, limitations and restrictions set forth in this permit, are "permit conditions" and are binding and enforceable pursuant to Sections 403.141, 403.727, or 403.859 through 403.861, F.S. The permittee is placed on notice that the Department will review this permit periodically and may initiate enforcement action for any violation of these conditions.
2. This permit is valid only for the specific processes and operations applied for and indicated in the approved drawings or exhibits. Any unauthorized deviation from the approved drawings, exhibits, specifications, or conditions of this permit may constitute grounds for revocation and enforcement action by the Department.
3. As provided in subsections 403.087(6) and 403.722(5), F.S., the issuance of this permit does not convey any vested rights or any exclusive privileges. Neither does it authorize any injury to public or private property or any invasion of personal rights, nor any infringement of federal, state, or local laws or regulations. This permit is not a waiver of or approval of any other Department permit that may be required for other aspects of the total project which are not addressed in this permit.
4. This permit conveys no title to land or water, does not constitute State recognition or acknowledgment of title, and does not constitute authority for the use of submerged lands unless herein provided and the necessary title or leasehold interests have been obtained from the State. Only the Trustees of the Internal Improvement Trust Fund may express State opinion as to title.
5. This permit does not relieve the permittee from liability for harm or injury to human health or welfare, animal, or plant life, or property caused by the construction or operation of this permitted source, or from penalties therefore; nor does it allow the permittee to cause pollution in contravention of Florida Statutes and Department rules, unless specifically authorized by an order from the Department.
6. The permittee shall properly operate and maintain the facility and systems of treatment and control (and related appurtenances) that are installed and used by the permittee to achieve compliance with the conditions of this permit, are required by Department rules. This provision includes the operation of backup or auxiliary facilities or similar systems when necessary to achieve compliance with the conditions of the permit and when required by Department rules.
7. The permittee, by accepting this permit, specifically agrees to allow authorized Department personnel, upon presentation of credentials or other documents as may be required by law and at reasonable times, access to the premises where the permitted activity is located or conducted to:
 - (a) Have access to and copy any records that must be kept under conditions of the permit;
 - (b) Inspect the facility, equipment, practices, or operations regulated or required under this permit; and

PERMIT NO: 150092-007-WC/04

PERMIT ISSUE DATE: November 14, 2006

- (c) Sample or monitor any substances or parameters at any location reasonably necessary to assure compliance with this permit or Department rules.

Reasonable time may depend on the nature of the concern being investigated.

8. If, for any reason, the permittee does not comply with or will be unable to comply with any condition or limitation specified in this permit, the permittee shall immediately provide the Department with the following information:

- (a) A description of and cause of noncompliance; and
- (b) The period of noncompliance, including dates and times; or, if not corrected, the anticipated time the noncompliance is expected to continue, and steps being taken to reduce, eliminate, and prevent recurrence if the noncompliance. The permittee shall be responsible for any and all damages which may result and may be subject to enforcement action by the Department for penalties or for revocation of this permit.

9. In accepting this permit, the permittee understands and agrees that all records, notes, monitoring data and other information relating to the construction or operation of this permitted source which are submitted to the Department may be used by the Department as evidence in any enforcement case involving the permitted source arising under the Florida Statutes or Department rules, except where such use is prescribed by Section 403.111 and 403.73, F.S. Such evidence shall only be used to the extent it is consistent with the Florida Rules of Civil Procedure and appropriate evidentiary rules.

10. The permittee agrees to comply with changes in Department rules and Florida Statutes after a reasonable time for compliance; provided, however, the permittee does not waive any other rights granted by Florida Statutes or Department rules.

11. This permit is transferable only upon Department approval in accordance with Rule 62-4.120 and 62-30.300, F.A.C., as applicable. The permittee shall be liable for any non-compliance of the permitted activity until the transfer is approved by the Department.

12. This permit or a copy thereof shall be kept at the work site of the permitted activity.

13. This permit also constitutes:

- Determination of Best Available Control Technology (BACT)
- Determination of Prevention of Significant Deterioration (PSD)
- Certification of compliance with state Water Quality Standards (Section 401, PL 92-500)
- Compliance with New Source Performance Standards

PERMIT NO: 150092-007-WC/04

PERMIT ISSUE DATE: November 14, 2006

14. When requested by the Department, the permittee shall within a reasonable time furnish any information required by law, which is needed to determine compliance with the permit. If the permittee becomes aware the relevant facts were not submitted or were incorrect in the permit application or in any report to the Department, such facts or information shall be corrected promptly.

SPECIFIC CONDITIONS:

1. The applicant is responsible for retaining the engineer of record in the application for supervision of the construction of this project and upon completion, the engineer shall inspect for complete conformity to the plans and specifications as approved.
2. All concrete coatings/admixtures, liners, grouts, hoses, tubings, and protective paints and coatings shall be listed by the National Sanitation Foundation as acceptable for contact with potable water.
3. Bacteriological points depicted on the plans may be modified with Department consent to meet convenient locations where taps would be inserted in the Main for Fire, Metering, Air Release or other connections but not less than 900 foot intervals for new mains. Additionally, each part or system module shall be Bacteriologically cleared with 2 consecutive days of sampling before being placed in service as well as the final stream going to storage and subsequent service.
4. The Applicant or his designee shall notify The Department at the local DOH office of the start of the study/construction for purposes of allowing Department Personnel to observe the actual process.
5. The owner or permittee is advised that approval is given to the functional aspects of this project on the basis of representation, and data furnished to this division. There may be County, Municipal or other Local Regulations to be complied with by the owner or permittee prior to construction of the facilities represented by the plans referred to above.
6. This construction permit is issued with the understanding that pipe material and appurtenances used in this installation will be in accordance with the latest applicable AWWA & NSF Standards for public water supplies.
7. The applicant Public Water System as a condition of this permit is hereby advised they shall revert to (2) two-six Month periods of standard monitoring for Lead and Copper upon issuance of Clearance to put the facilities into service. If no Lead or Copper exceedance occurs within the 2-6 Month periods, the System may return to annual monitoring.

PERMIT NO: 150092-007-WC/04
PERMIT ISSUE DATE: November 14, 2006

8. Prior to placing a system into service, the applicant shall submit to the Department, if requested, one set of record drawings of the completed project with completed form DEP 62.555.910(9) [Certification of Construction Completion and Request for a Letter of Clearance to Place a Public Drinking water facility into Service] signed by the engineer of record. Drawings are to be at the same scale and in the same sequence as those submitted and approved for permit. Deviations from the original permitted drawings are to be highlighted and/or noted for the Department's review. Include with the DEP form the bacteriological clearance data, pressure test results and backflow inspection certification (if applicable).

Issued this 30th day of November 2006

STATE OF FLORIDA
DEPARTMENT OF HEALTH

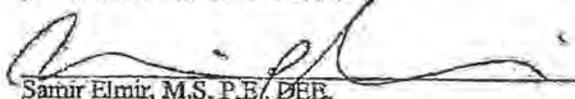

Samir Elmir, M.S., P.E., DEE,
Division Director

Exhibit II

Water Use Permit (WUP) #13-00005-W



FORM 1222
Rev. 5/2

**SOUTH FLORIDA WATER MANAGEMENT DISTRICT
WATER USE PERMIT NO. RE-ISSUE 13-00005-W
(NON - ASSIGNABLE)**

Date Issued: 13-MAR-2008

Expiration Date: March 13, 2028

Authorizing: THE CONTINUATION OF AN EXISTING USE OF GROUND WATER FROM THE BISCAYNE AQUIFER AND FLORIDAN AQUIFER SYSTEM FOR PUBLIC WATER SUPPLY USE WITH AN ANNUAL ALLOCATION OF 8750.84 MILLION GALLONS.

Located In: Miami-Dade County, S26/T57S/R38E

Issued To: FLORIDA KEYS AQUEDUCT AUTHORITY FKA
(FLORIDA KEYS AQUEDUCT AUTHORITY)
1100 KENNEDY DR
KEY WEST, FL 33401

This Permit is issued pursuant to Application No.050329-23, dated March 29, 2005, for the Use of Water as specified above and subject to the Special Conditions set forth below. Permittee agrees to hold and save the South Florida Water Management District and its successors harmless from any and all damages, claims or liabilities which may arise by reason of the construction, maintenance or use of activities authorized by this permit. Said application, including all plan and specifications attached thereto, is by reference made a part hereof.

Upon written notice to the permittee, this permit may be temporarily modified, or restricted under a Declaration of Water Shortage or a Declaration of Emergency due to Water Shortage in accordance with provisions of Chapter 373, Fla. Statutes, and applicable rules and regulations of the South Florida Water Management District.

This Permit may be permanently or temporarily revoked, in whole or in part, for the violation of the conditions of the permit or for the violation of any provision of the Water Resources Act and regulations thereunder.

This Permit does not convey to the permittee any property rights nor any privileges other than those specified herein, nor relieve the permittee from complying with any law, regulation, or requirement affecting the rights of other bodies or agencies.

Limiting Conditions are as follows:

SEE PAGES 2 -7 OF 7 (35 LIMITING CONDITIONS).

South Florida Water Management
District, by its Governing Board

On March 13, 2008
By [Signature]
Deputy Clerk

PAGE 1 OF 7

LIMITING CONDITIONS

1. This permit shall expire on March 13, 2028.
2. Application for a permit modification may be made at any time.
3. Water use classification:

Public water supply

4. Source classification is:

Ground Water from:
Biscayne Aquifer
Floridan Aquifer System

5. Annual allocation shall not exceed 8751 MG.

Maximum monthly allocation shall not exceed 809.0088 MG.

The following limitations to annual withdrawals from specific sources are stipulated:
Biscayne Aquifer- 6,492 MG.

6. Pursuant to Rule 40E-1.6105, F.A.C., Notification of Transfer of Interest in Real Property, within 30 days of any transfer of interest or control of the real property at which any permitted facility, system, consumptive use, or activity is located, the permittee must notify the District, in writing, of the transfer giving the name and address of the new owner or person in control and providing a copy of the instrument effectuating the transfer, as set forth in Rule 40E-1.6107, F.A.C.

Pursuant to Rule 40E-1.6107 (4), until transfer is approved by the District, the permittee shall be liable for compliance with the permit. The permittee transferring the permit shall remain liable for all actions that are required as well as all violations of the permit which occurred prior to the transfer of the permit.

Failure to comply with this or any other condition of this permit constitutes a violation and pursuant to Rule 40E-1.609, Suspension, Revocation and Modification of Permits, the District may suspend or revoke the permit.

This Permit is issued to:

Florida Keys Aqueduct Authority
1100 Kennedy Drive
Key West, Florida 33401

7. Withdrawal facilities:

Ground Water - Existing:

- 2 - 24" X 60' X 2000 GPM Wells Cased To 35 Feet
- 3 - 24" X 56' X 2000 GPM Wells Cased To 36 Feet
- 1 - 20" X 60' X 2100 GPM Well Cased To 20 Feet
- 2 - 24" X 57' X 2000 GPM Wells Cased To 37 Feet
- 1 - 24" X 60' X 1400 GPM Well Cased To 24 Feet
- 1 - 20" X 1300' X 2000 GPM Well Cased To 880 Feet
- 1 - 24" X 60' X 1400 GPM Well Cased To 20 Feet

Ground Water - Proposed:

4 - 17" X 1300' X 2000 GPM Wells Cased To 880 Feet

8. Permittee shall mitigate interference with existing legal uses that was caused in whole or in part by the permittee's withdrawals, consistent with the approved mitigation plan. As necessary to offset the interference, mitigation will include pumpage reduction, replacement of the impacted individual's equipment, relocation of wells, change in withdrawal source, or other means.
- Interference to an existing legal use is defined as an impact that occurs under hydrologic conditions equal to or less severe than a 1 in 10 year drought event that results in the:
- (1) Inability to withdraw water consistent with provisions of the permit, such as when remedial structural or operational actions not materially authorized by existing permits must be taken to address the interference; or
 - (2) Change in the quality of water pursuant to primary State Drinking Water Standards to the extent that the water can no longer be used for its authorized purpose, or such change is imminent.
9. Permittee shall mitigate harm to existing off-site land uses caused by the permittee's withdrawals, as determined through reference to the conditions for permit issuance. When harm occurs, or is imminent, the District will require the permittee to modify withdrawal rates or mitigate the harm. Harm caused by withdrawals, as determined through reference to the conditions for permit issuance, includes:
- (1) Significant reduction in water levels on the property to the extent that the designed function of the water body and related surface water management improvements are damaged, not including aesthetic values. The designed function of a water body is identified in the original permit or other governmental authorization issued for the construction of the water body. In cases where a permit was not required, the designed function shall be determined based on the purpose for the original construction of the water body (e.g. fill for construction, mining, drainage canal, etc.)
 - (2) Damage to agriculture, including damage resulting from reduction in soil moisture resulting from consumptive use; or
 - (3) Land collapse or subsidence caused by reduction in water levels associated with consumptive use.
10. Permittee shall mitigate harm to the natural resources caused by the permittee's withdrawals, as determined through reference to the conditions for permit issuance. When harm occurs, or is imminent, the District will require the permittee to modify withdrawal rates or mitigate the harm. Harm, as determined through reference to the conditions for permit issuance includes:
- (1) Reduction in ground or surface water levels that results in harmful lateral movement of the fresh water/salt water interface,
 - (2) Reduction in water levels that harm the hydroperiod of wetlands,
 - (3) Significant reduction in water levels or hydroperiod in a naturally occurring water body such as a lake or pond,
 - (4) Harmful movement of contaminants in violation of state water quality standards, or
 - (5) Harm to the natural system including damage to habitat for rare or endangered species.
11. If any condition of the permit is violated, the permit shall be subject to review and possible modification, enforcement action, or revocation.

12. Authorized representatives of the District shall be permitted to enter, inspect, and observe the permitted system to determine compliance with special conditions.
13. The Permittee is advised that this permit does not relieve any person from the requirement to obtain all necessary federal, state, local and special district authorizations.
14. The permit does not convey any property right to the Permittee, nor any rights and privileges other than those specified in the Permit and Chapter 40E-2, Florida Administrative Code.
15. Permittee shall submit all data as required by the Implementation schedule for each of the limiting conditions to: S.F.W.M.D., Supervising Hydrogeologist - Post-Permit Compliance, Water Use Regulation Dept. (4320), P.O. Box 24680, West Palm Beach, FL 33416-4680.
16. In the event of a declared water shortage, water withdrawal reductions will be ordered by the District in accordance with the Water Shortage Plan, Chapter 40E-21, F.A.C. The Permittee is advised that during a water shortage, pumpage reports shall be submitted as required by Chapter 40E-21, F.A.C.
17. Prior to the use of any proposed water withdrawal facility authorized under this permit, unless otherwise specified, the Permittee shall equip each facility with a District-approved operating water use accounting system and submit a report of calibration to the District, pursuant to Section 4.1, Basis of Review for Water Use Permit Applications.

In addition, the Permittee shall submit a report of recalibration for the water use accounting system for each water withdrawal facility (existing and proposed) authorized under this permit every five years from each previous calibration, continuing at five-year increments.
18. Monthly withdrawals for each withdrawal facility shall be submitted to the District quarterly. The water accounting method and means of calibration shall be stated on each report.
19. The Permittee shall notify the District within 30 days of any change in service area boundary. If the Permittee will not serve a new demand within the service area for which the annual allocation was calculated, the annual allocation may then be subject to modification and reduction.
20. Permittee shall implement the following wellfield operating plan:
The Biscayne Aquifer wellfield shall be operated according to the restrictions outlined in Limiting Conditions 5, 25, 26, and 27 of this permit. Upon completion and operation of the Reverse Osmosis system, pursuant to the schedule outlined in Limiting Condition 30, the Floridan Aquifer wellfield will be operated to provide the balance of the demands beyond those restrictions.
21. Permittee shall determine unaccounted-for distribution system losses. Losses shall be determined for the entire distribution system on a monthly basis. Permittee shall define the manner in which unaccounted-for losses are calculated. Data collection shall begin within six months of Permit Issuance. Loss reporting shall be submitted to the District on a yearly basis from the date of Permit Issuance.
22. Permittee shall maintain an accurate flow meter at the Intake of the water treatment plant for the purpose of measuring daily inflow of water.
23. The Permittee shall continue to submit monitoring data in accordance with the approved saline water intrusion monitoring program for this project.
24. The Water Conservation Plan required by Section 2.6.1 of the Basis of Review for Water Use Permit Applications within the South Florida Water Management District, must be implemented in accordance with the approved implementation schedule.
25. In addition to the allocation specified in Limiting Condition 5, the permittee may apply a Special Event Peaking Factor Ratio of 1.3:1 to compensate for temporary increased demand during seasonal and Special Events up to a maximum daily withdrawal of 33.57 MG. The source limitations imposed by

Limiting Conditions 5 and 26 apply to the Special Event Peaking Factor Ratio. The permittee must notify the District in writing no less than 24 hours prior to applying this Special Event Peaking Factor Ratio and must specify the proposed duration of the use of the Special Event Peaking Factor Ratio. The use of the Special Event Peaking Factor Ratio shall be noted on the monthly pumpage reports.

26.

In addition to the allocations specified in Limiting Conditions 5 and 25, during the dry season (December 1 to April 30), FKAA shall limit their average day withdrawals from the Biscayne Aquifer to 17 MGD, calculated on a monthly basis. The remaining dry season demands shall be provided by the reverse osmosis system. During the remainder of the year from May 1 to November 30, the withdrawals from the Biscayne Aquifer shall be limited to the Base Condition water use for the Biscayne Aquifer of 6,492 MGY, or an average day of 17.79 MGD. Demands in excess of these volumes shall be provided by the Floridan Aquifer System wells and the emergency desalination facilities.

27.

Prior to the availability of the Floridan Aquifer reverse osmosis system, dry season demand in excess of the Biscayne Aquifer pumpage limitations specified in Limiting Condition 26 shall be obtained from emergency sources pursuant to Limiting Condition 29.

28.

In addition to the monthly reporting required in Limiting Condition 18, and prior to the operation of the Reverse Osmosis system, on the 15th day of each month during and immediately following the dry season extending from December 1 to April 30, FKAA shall file a written report with the District ("mid-month report") evaluating the following: 1) the daily pumpage to date during the last 30 days; and 2) any daily pumpage distribution for the remainder of the dry season as necessary to comply with the 17 MGD Biscayne Aquifer average dry season limitation. Such report shall also identify any remedial actions necessary to ensure compliance that through the remainder of the dry season the applicable Biscayne Aquifer pumpage limitations described above will be met. This report shall replace the other reports required by the Consent Agreement (including the June 15 post-dry season report and the February 15th mid-dry season additional demand report). Such mid-month report shall be evaluated by District staff and revised by the District as necessary to achieve compliance with the above. Upon completion and operation of the Reverse Osmosis system, pursuant to the schedule outlined in Limiting Condition 30, this report requirement shall cease and the monthly Biscayne Aquifer withdrawals shall be reported as required by Limiting Condition 18 of this permit.

29.

In order to reduce the potential for violating the 17 MGD Biscayne Aquifer average monthly withdrawal limitation during the dry season, FKAA must to the greatest extent practical utilize the emergency desalination facilities FKAA owns and operates at Stock Island and Marathon, which are potentially capable of treating saline water at rates up to 3.0 MGD. The FKAA shall use these two emergency desalination facilities as an alternative source of water in order to assist in limiting its dry season Biscayne Aquifer withdrawals. The FKAA's ability to use, and extent of use, of these emergency desalination facilities shall be subject to not causing (i) significant adverse affects to FKAA's water treatment or distribution system; or (ii) a violation of any applicable primary or secondary drinking water standards.

30.

The permittee shall adhere to the following schedule for the construction and operation of the Floridan Aquifer System reverse osmosis wellfield and treatment facility:

Florida Keys Aqueduct Authority - Schedule for Construction and Operation of Floridan Aquifer Production Well, Floridan Aquifer Reverse Osmosis Treatment Facility, and Demineralized Concentrate Disposal Well

--Reverse osmosis water treatment plant expansion
Award Contract - September 30, 2007
Complete Construction - December 31, 2009

--Deep Injection Well
Obtain FDEP Permit - March 31, 2008
Award Contract - 152 days after receiving FDEP Underground Injection Control Permit
Complete Drilling and Testing - 1 year and 30 days after receiving FDEP Underground Injection Control Permit

--Complete reverse osmosis water treatment plant system
Begin and Stabilize Operation - 2 years and 60 days after receiving FDEP Underground Injection Control Permit

31.

In the event that a milestone specified in the alternative water supply schedule and plan contained in Limiting Condition 30 is going to be missed, the permittee shall notify the Executive Director of the District in writing explaining the nature of the delay, actions taken to bring the project back on schedule and an assessment of the impact the delay would have on the rates of withdrawals from the Everglades water bodies and associated canals as defined in District CUP rules. The District will evaluate the situation and take actions as appropriate which could include: a) granting an extension of time to complete the project (if the delay is minor and doesn't affect the Everglades Waterbodies or otherwise violates permit conditions), b) take enforcement actions including consent orders and penalties, c) modify allocations contained in this permit from the Biscayne Aquifer including capping withdrawal rates until the alternative water supply project(s) are completed (in cases where the delay would result in violations of permit conditions) or d) working with the Department of Community Affairs to limit increase demands for water until the alternative water supply project is completed. In addition, Permittee shall make to the District payment of funds as identified below for non-compliance with any timeline for development of the Floridan Aquifer System production and treatment system as provided in Limiting Condition 30, as follows:

A. Reverse Osmosis Plant construction and operation timelines in Limiting Condition 30

-- Award Contract - \$2,000.00 per week

-- Complete Construction - \$2,000.00 per week

B. Floridan Deep Injection Well(s) Construction and Operation

-- Award Contract - \$2,000.00 per week

-- Complete drilling and Testing - \$2,000.00 per week

-- Complete reverse Osmosis Water Treatment Plant System - \$2,000.00 per week

-- Begin and Stabilize Operation - \$2,000.00 per week

32. Prior to any application to renew or modify this permit, the Permittee shall evaluate long term water supply alternatives and submit a long term water supply plan to the District. Within one year of permit issuance, the Permittee shall submit to the District an outline of the proposed plan. The assessment should include consideration of saline intrusion, wellfield protection, plans for compliance with applicable wellfield protection ordinances, expected frequencies and plans to cope with water shortages or well field failures, and conservation measures to reduce overall stresses on the aquifer.

33. For uses with an annual allocation greater than 10 MGD and a permit duration of 20 years, every five years from the date of permit issuance, the permittee shall submit a water use compliance report for review and approval by District Staff, which addresses the following:

1. The results of a water conservation audit that documents the efficiency of water use on the project site using data produced from an onsite evaluation conducted. In the event that the audit indicates additional water conservation is appropriate or the per capita use rate authorized in the permit is exceeded, the permittee shall propose and implement specific actions to reduce the water use to acceptable levels within timeframes proposed by the permittee and approved by the District.
2. A comparison of the permitted allocation and the allocation that would apply to the project based on current District allocation rules and updated population and per capita use rates. In the event the permit allocation is greater than the allocation provided for under District rule, the permittee shall apply for a letter modification to reduce the allocation consistent with District rules and the updated population and per capita use rates to the extent they are considered by the District to be indicative of long term trends in the population and per capita use rates over the permit duration. In the event that the permit allocation is less than allowable under District rule, the permittee shall apply for a modification of the permit to increase the allocation if the permittee intends to utilize an additional allocation, or modify its operation to comply with the existing conditions of the permit.
34. If at any time there is an indication that the well casing, valves, or controls leak or have become inoperative, repairs or replacement shall be made to restore the system to an operating condition. Failure to make such repairs shall be cause for filling and abandoning the well, in accordance with procedures outlined in Chapters 40E-3 and 40E-30, Florida Administrative Code.
35. It has been determined that this project relies, in part, on the waters from the Central and Southern Florida Project, and as such is considered to be an indirect withdrawal from an MFL water body under recovery (Everglades). The 2005-2006 Lower East Coast Water Supply Plan Update (February, 2007), which is the recovery plan for the Everglades, incorporates a series of water resource development projects and operational changes that are to be completed over the duration of the permit and beyond. If the recovery plan is modified and it is determined that this project is inconsistent with the approved recovery plan, the permittee shall be required to modify the permit consistent with the provisions of Chapter 373, Florida Statutes.

Exhibit III

October 14, 2008 Wastewater Memo

Sarah Davis

From: Greg.Smith@ch2m.com
Sent: Tuesday, October 14, 2008 11:20 AM
To: Sarah Davis
Subject: RE: OMI's capacity

Sarah,

Key West's wastewater treatment facility is permitted by the Florida Department of Environmental Protection to treat 10 mgd. Our annual average flow is currently 4.8 mgd. Your proposed development will have very little impact on Key West's wastewater treatment capacity.

Please let me know if you require any additional information. You can also see our website at www.keywestwastewater.com.

Best regards,

Greg Smith, Project Manager
CH2M Hill OMI
Key West, Florida
(305) 292-5102

Exhibit IV

Map of the City of Key West's Existing Recreation Services

The City of Key West's Recreation Facilities



Exhibit V

October 17, 2008 Solid Waste Memo

The Facility (Richard A. Heyman Environmental Protection Facility) is currently permitted for 10 mgd, and is operating on a (3) monthly average of 4.303 mgd, (12) month daily average flow of 6.218. Therefore there is sufficient treatment to support this project. If you have other questions please feel free to contact me.

Gary W. Bowman
General Services Director
City of Key West
305-809-3901

Verification Form



RECEIVED
July 2, 2012
KW Planning Dpt

City of Key West Planning Department



Verification Form

(Where Authorized Representative is an entity)

I, Owen Trepanier, in my capacity as Principal
(print name) *(print position: president, managing member)*

of Trepanier and 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;

951-955 Caroline Street
Street Address of subject property

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

Owen Trepanier for Trepanier & Associates.
Signature of Authorized Representative

Subscribed and sworn to (or affirmed) before me on this 6-28-2012 by
date

Owen Trepanier
Name of Authorized Representative

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

Richard Puente
Notary's Signature and Seal



Richard Puente
Name of Acknowledger typed, printed or stamped

DD 937651
Commission Number, if any

Authorization Form

Authorization Form



RECEIVED
July 2, 2012
KW Planning Dept

I, Conch Harbor Retail Center, LLC., C/o Craig H. Hunt authorize
Please Print Name(s) of Owner(s)

Trepanier & Associates, Inc. to be the representative for 951-955 Caroline St., Key West, FL 33040
Address/ Project Name

and act on my/our behalf with regard to this issue.

Craig Hunt

Signature of Owner

Craig H. Hunt, MGRM Conch Harbor Marina, LLC.

Craig Hunt

Signature of Joint/Co-owner if applicable

Conch Harbor Marina, LLC., MGRM Conch Harbor Retail Center, LLC.

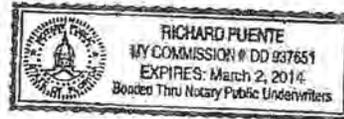
Subscribed and sworn to (or affirmed) before me on 6-21-2012 (date) by

Craig Hamilton Hunt

Please Print Name of Affiant

He/She is personally known to me or has presented Florida Driver Lic # H530-108-52-292-0
as identification.

Richard Puente
Notary's Signature and Seal



Richard Puente

Name of Acknowledger printed or stamped

Notary

Title or Rank

DD 937651

Commission Number, if any

Deed



RECEIVED

July 2, 2012

KW Planning Dpt

Doc# 1775659 01/29/2010 2:02PM
Filed & Recorded in Official Records of
MONROE COUNTY DANNY L. KOLHAGE

THIS INSTRUMENT WAS PREPARED BY AND RETURN TO:
Adam M. Grant, Esq,
Paul Hastings, Janofsky and Walker LLP
191 N. Wacker Drive, 30th Floor
Chicago, IL 60661,
(312) 499-6027

01/29/2010 2:02PM
DEED DOC STAMP CL: TRINA \$53,900.00

Doc# 1775659
Bkn 2450 Pgn 2196

SPACE ABOVE THIS LINE FOR RECORDING DATA

SPECIAL WARRANTY DEED

SPECIAL WARRANTY DEED made this 29 day of January, 2010, between:

Key West Bight Associates LLC, a Delaware limited liability company

(hereinafter referred to as "Grantor") and

Conch Harbor Retail Center LLC, a Florida limited liability company,

whose address is:

c/o Mr. Craig Hunt
951 Caroline Street
Key West, Florida 33040

(hereinafter referred to as "Grantee").

WITNESSETH:

That Grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration to it in hand paid by Grantee, the receipt whereof is hereby acknowledged, has granted, bargained and sold to Grantee, its heirs and assigns forever, the following described property (the "Property"), lying and being in Monroe County, Florida, to wit:

**SEE EXHIBIT "A" LEGAL DESCRIPTION ATTACHED HERE TO AND MADE A PART
HEREOF**

SUBJECT TO THE FOLLOWING:

1. Real estate taxes and assessments for the current year and all subsequent years; and
2. All matters of record affecting the Property.

Grantor hereby specially warrants title to the Property and will defend same against the lawful claims of all persons claiming by, through or under Grantor, but none other.

LEGAL DESCRIPTION

Beginning at the intersection formed by the northwesterly line of Caroline Street with the southwesterly line of Grinnell Street, Key West, Florida; Thence South 55 degrees 00 minutes 00 seconds West along the northwesterly line of Caroline Street, aforesaid, a distance of 251.12 feet; thence North 34 degrees 42 minutes 00 seconds West for 144.26 feet; thence North 54 degrees 46 minutes 00 seconds East for 29.25 feet; thence North 35 degrees 02 minutes 00 seconds West for 213.47 feet; thence North 55 degrees 15 minutes 40 seconds East for 75.18 feet; thence North 34 degrees 35 minutes 22 seconds West for 15.75 feet; thence North 82 degrees 30 minutes 46 seconds West for 3.44 feet; thence North 34 degrees 35 minutes 22 seconds West for 3.46 feet; thence North 09 degrees 46 minutes 31 seconds East for 3.65 feet; thence North 34 degrees 35 minutes 22 seconds West for 11.41 feet; thence North 81 degrees 05 minutes 22 seconds West for 4.31 feet; thence North 34 degrees 35 minutes 22 seconds West for 3.28 feet; thence North 08 degrees 51 minutes 34 seconds East for 4.33 feet; thence North 34 degrees 35 minutes 22 seconds West for 14.57 feet; thence South 56 degrees 19 minutes 59 seconds West for 1.55 feet; thence North 34 degrees 35 minutes 22 seconds West for 3.60 feet; thence North 13 degrees 40 minutes 52 seconds East for 2.42 feet; thence North 34 degrees 35 minutes 22 seconds West for 14.32 feet; thence North 77 degrees 59 minutes 59 seconds West for 4.62 feet; thence North 34 degrees 35 minutes 22 seconds West for 3.49 feet; thence North 08 degrees 53 minutes 24 seconds East for 4.47 feet; thence North 34 degrees 35 minutes 22 seconds West for 32.98 feet; thence North 78 degrees 31 minutes 52 seconds West for 4.61 feet; thence North 34 degrees 35 minutes 22 seconds West for 3.33 feet; thence North 11 degrees 00 minutes 41 seconds East for 4.83 feet; thence North 34 degrees 35 minutes 22 seconds West for 31.37 feet; thence North 79 degrees 39 minutes 33 seconds West for 4.83 feet; thence North 34 degrees 35 minutes 22 seconds West for 3.21 feet; thence North 12 degrees 58 minutes 28 seconds East for 4.63 feet; thence North 34 degrees 37 minutes 47 seconds West for 32.08 feet; thence North 81 degrees 09 minutes 36 seconds West for 4.95 feet; thence North 34 degrees 35 minutes 22 seconds West for 3.00 feet; thence North 07 degrees 42 minutes 01 seconds East for 5.01 feet; thence North 34 degrees 35 minutes 22 seconds West for 31.39 feet; thence North 77 degrees 47 minutes 29 seconds West for 5.13 feet; thence North 34 degrees 35 minutes 22 seconds West for 3.19 feet; thence North 09 degrees 11 minutes 28 seconds East for 4.66 feet; thence North 34 degrees 35 minutes 22 seconds West for 40.58 feet; thence South 55 degrees 24 minutes 25 seconds West for 6.28 feet; thence North 34 degrees 35 minutes 35 seconds West for 13.93 feet; thence North 55 degrees 24 minutes 25 seconds East for 6.76 feet; thence North 35 degrees 21 minutes 47 seconds West for 34.86 feet; thence North 81 degrees 05 minutes 04 seconds West for 5.53 feet; thence North 34 degrees 40 minutes 14 seconds West for 3.53 feet; thence North 14 degrees 50 minutes 32 seconds East for 5.50 feet; thence North 34 degrees 40 minutes 14 seconds West for 31.83 feet; thence North 78 degrees 33 minutes 27 seconds West for 3.96 feet; thence North 34 degrees 30 minutes 18 seconds West for 3.91 feet; thence South 55 degrees 24 minutes 25 seconds West for 74.78 feet; thence North 35 degrees 02 minutes 00 seconds West for 97.35 feet; thence North 55 degrees 24 minutes 25 seconds East for 221.59 feet; thence South 35 degrees 00 minutes 00 seconds East for 100.00 feet; thence South 55 degrees 24 minutes 25 seconds West for 53.00 feet; thence North 35 degrees 00 minutes 00 seconds West for 10.15 feet; thence South 56 degrees 21 minutes 41 seconds West for 80.65 feet; thence South 34 degrees 40 minutes 17 seconds East for 16.50 feet; thence North 84 degrees 53 minutes 18 seconds East for 3.60 feet; thence South 34 degrees 40 minutes 17 seconds East for 3.48 feet; thence South 17 degrees 42 minutes 14 seconds West for 3.52 feet; thence South 34 degrees 40 minutes 17 seconds East for 34.91 feet; thence South 84 degrees 15 minutes 16 seconds East for 3.67 feet; thence South 34 degrees 40 minutes 17 seconds East for 3.70 feet; thence South 17 degrees 37 minutes 15 seconds West for 4.07 feet; thence South 34 degrees 40 minutes 17 seconds East for 26.09 feet; thence North 56 degrees 21 minutes 41 seconds East for 6.00 feet; thence South 34 degrees 40 minutes 17 seconds East for 13.27 feet; thence South 56 degrees 21 minutes 41 seconds West for 6.00 feet; thence South 34 degrees 40 minutes 17 seconds East for 298.08 feet; thence North 55 degrees 15 minutes 40 seconds East for 95.11 feet; thence South 34 degrees 44 minutes 20 seconds East for 5.00 feet; thence North 55 degrees 15 minutes 40 seconds East for 8.76 feet; thence North 34 degrees 44 minutes 20 seconds West for

5.00 feet; thence North 55 degrees 15 minutes 40 seconds East for 31.52 feet; thence South 35 degrees 00 minutes 00 seconds East for 356.84 feet to the Point of Beginning.

TOGETHER WITH:

Non-exclusive Rights of ingress, egress, location of utilities, repair and maintenance of improvements and utilities, and navigation as established by the Declaration of Non-Exclusive Easements recorded in Official Records Book 1978, Page 1870.

ALSO KNOWN AS:

PARCEL 1

FUELING FACILITY PROPERTY:

A parcel of submerged land lying in Section 31, Township 68 South, Range 25 East, ISLAND OF KEY WEST, Monroe County, Florida, and being more particularly described as follows:

Commence at the intersection formed by the Northwesterly Right-of-Way line of Caroline Street and the Southwesterly Right-of-Way line of Grinnell Street; thence North 35° 00' 10" West, along the said Southwesterly Right-of-Way line of Grinnell Street, for 351.84 feet to a point hereinafter known as Point "A"; thence South 55° 15' 40" West for 40.92 feet to the Point of Beginning; thence South 55° 15' 40" West for 180.37 feet; thence North 35° 02' 00" West for 5.00 feet; thence North 55° 15' 40" East for 74.62 feet; thence North 34° 35' 22" West for 15.75 feet; thence North 82° 30' 46" West for 3.44 feet; thence North 34° 35' 22" West for 3.46 feet; thence North 09° 46' 31" East for 3.65 feet; thence North 34° 35' 22" West for 11.41 feet; thence North 81° 05' 22" West for 4.31 feet; thence North 34° 35' 22" West for 3.28 feet; thence North 08° 51' 34" East for 4.33 feet; thence North 34° 35' 22" West for 14.57 feet; thence South 56° 19' 59" West for 1.55 feet; thence North 34° 35' 22" West for 3.60 feet; thence North 13° 40' 52" East for 2.42 feet; thence North 34° 35' 22" West for 14.32 feet; thence North 77° 59' 59" West for 4.62 feet; thence North 34° 35' 22" West for 3.49 feet; thence North 08° 53' 24" East for 4.47 feet; thence North 34° 35' 22" West for 32.98 feet; thence North 78° 31' 32" West for 4.61 feet; thence North 34° 35' 22" West for 3.33 feet; thence North 11° 00' 41" East for 4.83 feet; thence North 34° 35' 22" West for 31.37 feet; thence North 79° 39' 33" West for 4.83 feet; thence North 34° 35' 22" West for 3.21 feet; thence North 12° 58' 28" East for 4.63 feet; thence North 34° 37' 47" West for 32.08 feet; thence North 81° 09' 36" West for 4.95 feet; thence North 34° 35' 22" West for 3.00 feet; thence North 07° 42' 01" East for 5.01 feet; thence North 34° 35' 22" West for 31.39 feet; thence North 77° 47' 29" West for 5.13 feet; thence North 34° 35' 22" West for 3.19 feet; thence North 09° 11' 28" East for 4.66 feet; thence North 34° 35' 22" West for 40.58 feet; thence South 55° 24' 25" West for 6.28 feet; thence North 34° 35' 35" West for 13.93 feet; thence North 55° 24' 25" East for 6.76 feet; thence North 35° 21' 47" West for 34.86 feet; thence North 81° 05' 04" West for 5.53 feet; thence North 34° 40' 14" West for 3.53 feet; thence North 14° 50' 32" East for 5.50 feet; thence North 34° 40' 14" West for 31.83 feet; thence North 78° 33' 27" West for 3.96 feet; thence North 34° 30' 18" West for 3.91 feet; thence South 55° 24' 25" West for 74.78 feet; thence North 35° 02' 00" West for 97.35 feet; thence North 55° 24' 25" East for 221.59 feet; thence South 35° 00' 00" East for 100.00 feet; thence South 55° 24' 25" West for 53.00 feet; thence North 35° 00' 00" West for 10.15 feet; thence South 56° 21' 41" West for 80.65 feet; thence South 34° 40' 17" East for 16.50 feet; thence North 84° 53' 18" East for 3.60 feet; thence South 34° 40' 17" East for 3.48 feet; thence South 17° 42' 14" West for 3.52 feet; thence South 34° 40' 17" East for 34.91 feet; thence South 84° 15' 16" East for 3.67 feet; thence South 34° 40' 17" East for 3.70 feet; thence South 17° 37' 15" West for 4.07 feet; thence South 34° 40' 17" East for 26.09 feet; thence North 56° 21' 41" East for 6.00 feet; thence South 34° 40' 17" East for 13.27 feet; thence South 56° 21' 41" West for 6.00 feet; thence South 34° 40' 17" East for 298.02 feet; thence North 55° 15' 40" East for 95.12 feet; thence South 34° 44' 20" East for 5.00 feet to the Point of Beginning.

TOGETHER WITH:

Begin at the aforementioned Point "A"; thence South 55° 15' 40" West for 31.53 feet; thence North 34° 44' 20" West for 5.00 feet; thence North 55° 15' 40" East for 31.51 feet; thence South 35° 00' 00" East for 5.00 feet to the Point of Beginning.

PARCEL 2

UPLAND PROPERTY:

Beginning at the intersection formed by the Northwesterly line of Caroline Street with the Southwesterly line of Grinnell Street Key West, Florida; thence South 55° 00' West along the Northwesterly line of Caroline Street aforesaid, a distance of 251.12 feet; thence North 34° 42' West, a distance of 144.26 feet; thence North 54° 46' East, a distance of 29.25 feet; thence North 35° 02' West, a distance of 208.03 feet to a point; thence North 55° 18' East, a distance of 221.87 feet more or less to a point; thence South 35° 02' East, a distance of 351.4 feet to the Point of Beginning.

Lying and being in Section 31, Township 68 South, Range 25 East, Island of Key West, Monroe County, Florida.

TOGETHER WITH:

Non-exclusive Rights of ingress, egress, location of utilities, repair and maintenance of improvements and utilities, and navigation as established by the Declaration of Non-Exclusive Easements recorded in Official Records Book 1978, Page 1870.

MONROE COUNTY
OFFICIAL RECORDS



RECEIVED
July 2, 2012
KW Planning Dept

DEVELOPMENT PLAN CERTIFICATION

Pursuant to the Key West City Code Section 108-228, any and all entities with a legal or equitable ownership interest in the Conch Harbor Retail Center, LLC (a Florida limited liability company) property are hereby disclosed as following:

Current Legal Owners:

KeysCaribbean Collection, LLC. Craig and Maria Hunt Managing Member	80%
Whitehead Enterprises, LLC. Brian Whitehead	5%
Gina M. Kennedy. General Manager	5%
Sanchez Team Investments, LLC. Ralph Sanchez Managing Member. Chief Marketing Officer	5%
Sven Grunder Gift Trust.	2.5%
Marcus Hunt Gift Trust.	2.5%
Total.	100%

CERTIFICATION

STATE OF FLORIDA
COUNTY OF MONROE

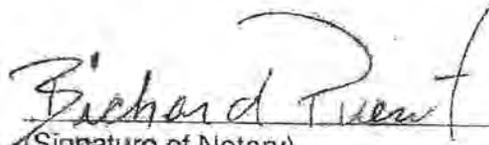
Under penalty of perjury, I declare and do solemnly swear that I have read the foregoing, understand the contents thereof and hereby certify that the same are true and based on my personal knowledge on this 22 day of June 2012.

Signatures of next page

Conch Harbor Retail Center, LLC
(a Florida Limited Liability Company)

By: 
Craig Hunt It's Managing Member

The forgoing instrument was acknowledged before me this 22 day of June 2012 by Craig Hunt who is personally known to me or who has produced a driver's license as identification and who did take an oath.


(Signature of Notary)

Richard Puente

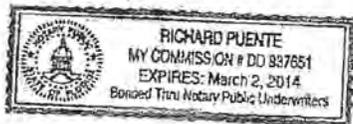
(Print Name of Notary)

NOTARY PUBLIC

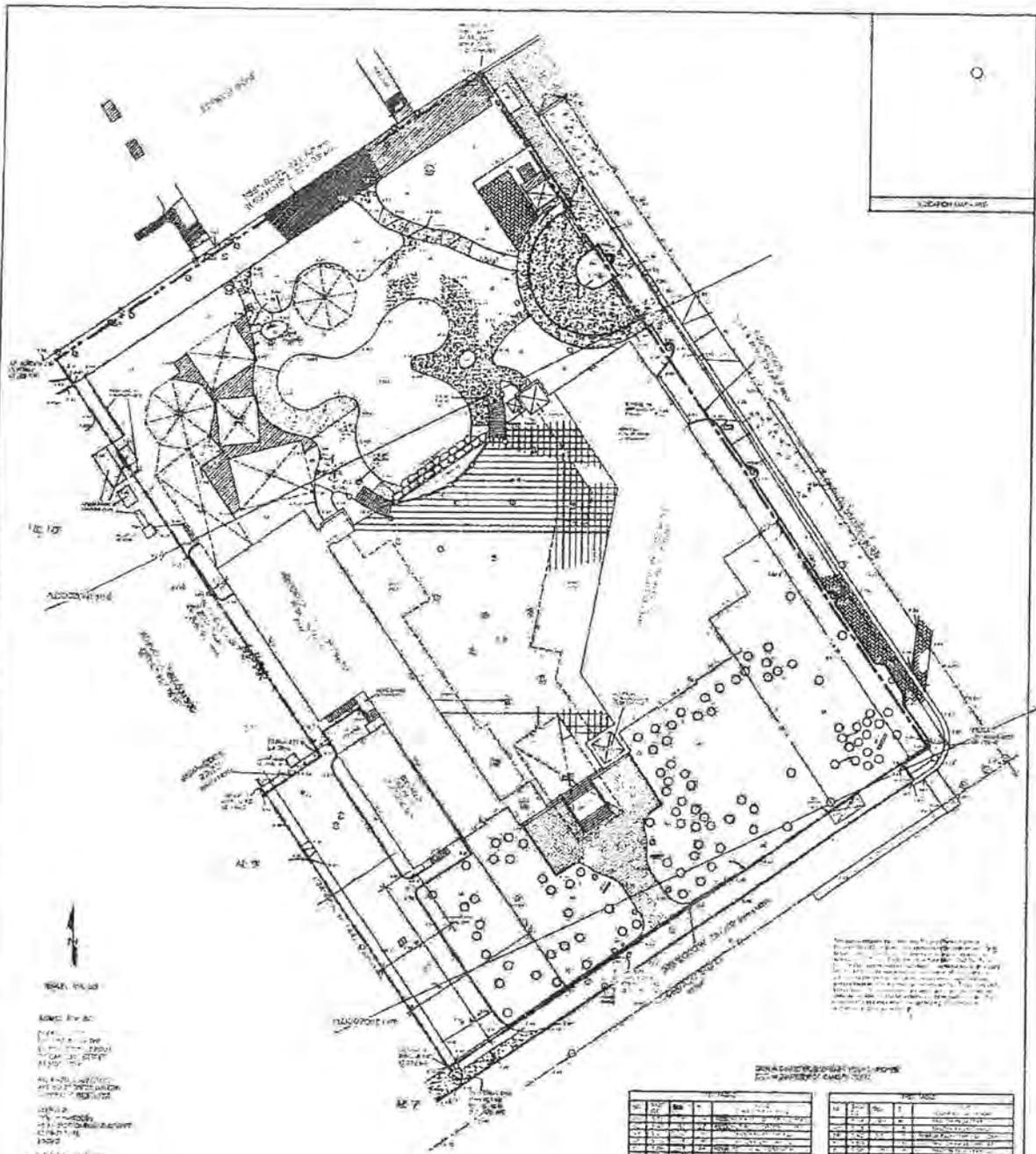
STATE OF FLORIDA

Commission No. DD937651

[Notary seal].



Survey



This map was prepared by the U.S. Army Corps of Engineers, District Office, Key West, Florida, under the authority of the Chief of Engineers, U.S. Army Corps of Engineers, Washington, D.C. The map is a reproduction of the original map prepared by the U.S. Army Corps of Engineers, District Office, Key West, Florida, in 1954. The map is a reproduction of the original map prepared by the U.S. Army Corps of Engineers, District Office, Key West, Florida, in 1954.

GENERAL NOTES:
 1. This map is a reproduction of the original map prepared by the U.S. Army Corps of Engineers, District Office, Key West, Florida, in 1954.
 2. The map is a reproduction of the original map prepared by the U.S. Army Corps of Engineers, District Office, Key West, Florida, in 1954.
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 10. The map is a reproduction of the original map prepared by the U.S. Army Corps of Engineers, District Office, Key West, Florida, in 1954.

**MAP OF BOUNDARY 4 TOPOGRAPHIC SURVEY
 SECTION 31, TOWNSHIP 60 SOUTH, RANGE 25 EAST
 ISLAND OF KEY WEST, FLORIDA**

DATA CONTAINED IN THIS MAP

NO.	DATE	DESCRIPTION	BY	REVISION
1	1954	Original Survey	J. H. ...	1
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46	1954	46
47	1954	47
48	1954	48
49	1954	49
50	1954	50

LEGAL DESCRIPTION:
 This map is a reproduction of the original map prepared by the U.S. Army Corps of Engineers, District Office, Key West, Florida, in 1954. The map is a reproduction of the original map prepared by the U.S. Army Corps of Engineers, District Office, Key West, Florida, in 1954. The map is a reproduction of the original map prepared by the U.S. Army Corps of Engineers, District Office, Key West, Florida, in 1954.

REFE & WHITE
 ENGINEERS
 1271 PINEAPPLE AVENUE
 KEY WEST, FLORIDA



This map is a reproduction of the original map prepared by the U.S. Army Corps of Engineers, District Office, Key West, Florida, in 1954. The map is a reproduction of the original map prepared by the U.S. Army Corps of Engineers, District Office, Key West, Florida, in 1954. The map is a reproduction of the original map prepared by the U.S. Army Corps of Engineers, District Office, Key West, Florida, in 1954.

Site Plans

DRC
Minutes & Comments

Minutes of the Development Review Committee
July 26, 2012

DRAFT

Fire Department had no comments.

FKAA provided the following comments prior to the meeting: The site is presently being served by a couple FKAA Location #s. There is a 8" water main located on Greene Street. A complete set of plans will be required for review to determine meter requirements and any System Development Charges

- 2. Easement - 812 Caroline Street (RE# 0003150-000000) - A request for an easement of 74.1 square feet, more or less, to address the encroachment a roof overhang for a commercial structure located on Caroline Street as per Section 90-587 of the Land Development Regulations of the Code of Ordinances of the City of Key West.**

(Items 2 & 3 were heard concurrently).

Ms. Haller gave members an overview of the easement request.

Mr. Williams inquired if the project will require any tree removals. The applicant, Mr. Blais stated that there will be no tree removals.

Mrs. Torregrosa requested that the overhang on Robert's alley needs to be added to the easement request. She then informed the applicant that the free standing structure encroaching on the right away is not allowed in the Historic District. The applicant will need to seek HARC approval regarding the free standing structure.

Police, General Services, ADA, Fire Department and FKAA had no comments.

- 3. Easement - 812 Caroline Street (RE# 0003150-000000) - A request for an easement of 168 square feet, more or less, to address the encroachment of a fence and concrete slabs that run along Robert's Alley for a commercial structure located at the corner of Caroline Street and Robert's Alley as per Section 90-587 of the Land Development Regulations of the Code of Ordinances of the City of Key West .**

See notes above

- 4. Transient License Transfer - 1209 Georgia Street (RE# 00035220-000000) to 421 Virginia Street (RE# 00027160-000100) - A request for a Transient License Transfer from property in the HMDR zoning district to property in the HRCC-3 zoning district per Section 122-1339 (b) of the Land Development Regulations of the Code of Ordinances of the City of Key West.**

Mr. Cunningham gave members an overview of the transient license transfer request.

The applicant's attorney, Ginny Stones with Stones and Cardenas, gave an overview of the request.

Mr. Williams requested if the sender site had any landscape changes. Mrs. Stones stated there were no landscape changes in the sender/receiver sites.

Mrs. Torregrosa informed the applicant that any signage will require HARC approval.

Police, General Services, ADA, Fire Department and FKAA had no comments.

- 5. Major Development Plan - 951 Caroline Street (RE# 0002970-000000) - A request to amend a Major Development Plan and Conditional Use (CC Res. 99-225) approval in the HRCC-2 zoning district per Section 108-91(A.) (2)(b) of the Land Development Regulations of the Code of Ordinances of the City of Key West.**

Minutes of the Development Review Committee
July 26, 2012

DRAFT

Mr. Cunningham gave members an overview of the development plan.

The applicant's representative, Owen Trepanier with Trepanier and Associates, gave members an overview of the development plan.

Mr. Williams stated that he met with the landscape architect and had no additional comments.

Mrs. Torregrosa stated that this item will be included in the next HARC meeting review.

Police, Fire Department and ADA had no comments.

Ms. Ignaffo stated that the applicant will need an approved baffle box for all gravity injection wells, FDEP permit for construction, and a perpetual maintenance agreement with the property owner. She then stated that the storm water runoff pretreatment shall meet SFWMD criteria and be equivalent to one-inch over the project area, since all storm water management systems will be evaluated on the ability of the system to prevent flooding on-site, to adjacent properties, roads and right-of-ways. She requested that the applicant provide a revised drainage plan that meets the criteria for a permitted storm water management system.

Mr. Craig urged the applicant to meet with neighbors regarding the proposed project.

FKAA provided the following comments prior to the meeting: the site is presently being served by a FKAA Location. There is a 12" water main located on Caroline Street. A complete set of plans will be required for review to determine meter requirements and any System Development Charges.

The following member of the public spoke on the matter:

- Emily Hardner, 1005 Eaton St.

6. Variances - 951 Caroline Street (RE# 00027480-000000) – A request for building coverage, impervious surface ratio, front-yard setback and parking requirements in the HRCC-2 zoning district per Section 122-720 (4) a. & b. and (6) b. and Section 108-572 (16) of the Land Development Regulations of the Code of Ordinances of the City of Key West.

See item# 5 comments.

ADJOURNMENT

A motion to adjourn was made by Mrs. Nicklaus and seconded by Mrs. Torregrosa.

Meeting adjourned at 10:45 am.

Respectfully submitted by,
Karen de Berjeois
Secretary
Planning Department

Public Comment

Public Notices
(radius map & mailing list)

Property Appraiser Information

Karl D. Borglum
Property Appraiser
Monroe County, Florida

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

The offices of the Property Appraiser will be closed Monday, November 12th, in observance of Veterans Day.

Adobe Reader 10.0.0 or higher
IE8, IE9, & Firefox.
Requires Adobe Flash
10.3 or higher

Property Record Card -
Map portion under construction.

Alternate Key: 1003069 Parcel ID: 00002970-000000

Ownership Details

Mailing Address:
CONCH HARBOR RETAIL CENTER LLC
C/O HUNT CRAIG
951 CAROLINE ST
KEY WEST, FL 33040-6636

Property Details

PC Code: 20 - AIRPORTS, MARINAS, BUS TERM
Millage Group: 12KW
Affordable Housing: No
Section:
Township: 31-67-25
Range:
Property Location: 951-955 CAROLINE ST KEY WEST
Legal 31 68 25 KEY WEST 2.53AC (UPLAND PROPERTY AND FUELING FACILITY PROPERTY)) H1-53 G56-22/23
Description: OR15-444/45 OR438-230/35 ID 4-057 OR1252-1023/26AFF OR1287-275/77Q/C OR1287-266/69 OR1347-2436/43F/J OR1560-58/58 OR1978-1870/99E OR2029-136/140(LEASE) OR2292-1354/58 OR2450-2196/2200

Karl D. Borglum
Property Appraiser
Monroe County, Florida

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

The offices of the Property Appraiser will be closed Monday, ~~November 13, 2011~~ in observance of Veterans Day.

Web site is on IE8, IE9, & Firefox. Requires Adobe Flash 10.3 or higher

Property Record Card -
Map portion under construction.

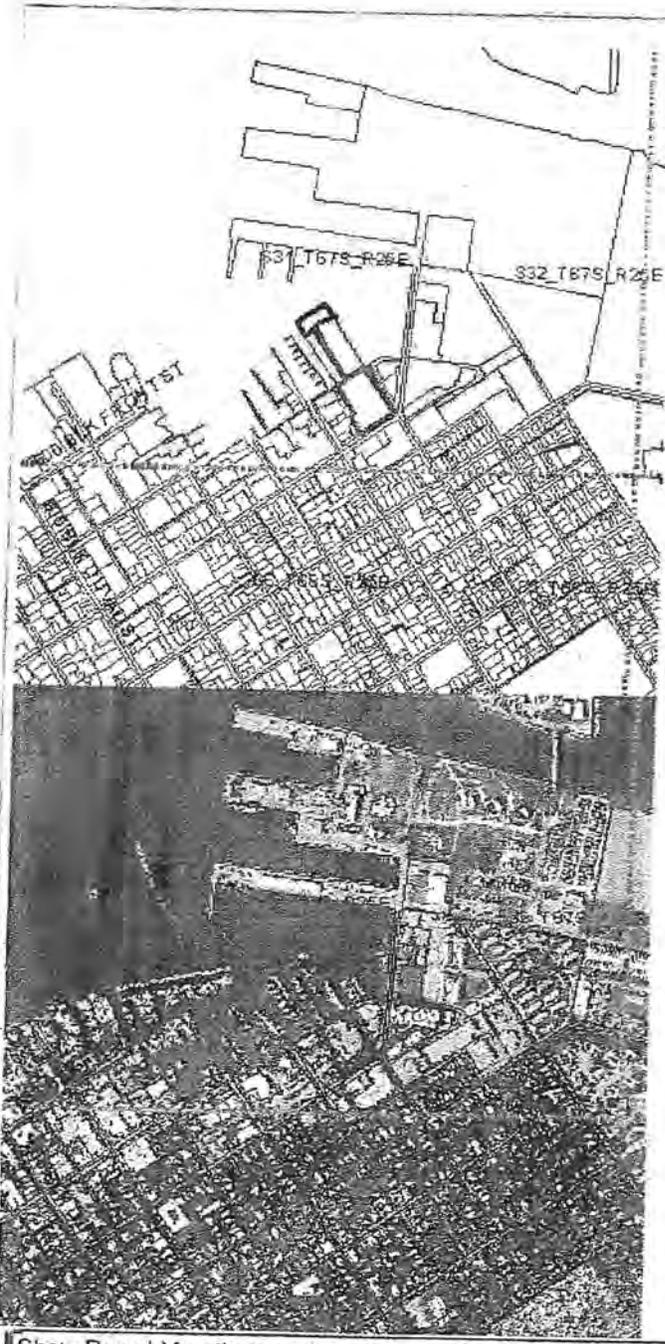
Alternate Key: 1003069 Parcel ID: 00002970-000000

Ownership Details

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CONCH HARBOR RETAIL CENTER LLC
C/O HUNT CRAIG
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Millage Group: 12KW
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Section-
Township- 31-67-25
Range:
Property Location: 951-955 CAROLINE ST KEY WEST
Legal 31 68 25 KEY WEST 2.53AC (UPLAND PROPERTY AND FUELING FACILITY PROPERTY)) H1-53 G56-22/23
Description: OR15-444/45 OR438-230/35 ID 4-057 OR1252-1023/26AFF OR1287-275/77Q/C OR1287-266/69 OR1347-2436/43F/J OR1560-56/58 OR1978-1870/99E QR2029-136/140(LEASE) OR2292-1354/58 OR2450-2196/2200



Show Parcel Map that can launch map - Must have Adobe Flash Player 10.3 or higher

Land Details

Land Use Code	Frontage	Depth	Land Area
10WA - COMM WATERFRONT ACRE	251	352	82,764.00 SF
000X - ENVIRONMENTALLY SENS	0	0	0.59 AC

Building Summary

Number of Buildings: 3
 Number of Commercial Buildings: 3
 Total Living Area: 38888
 Year Built: 1996

Building 1 Details

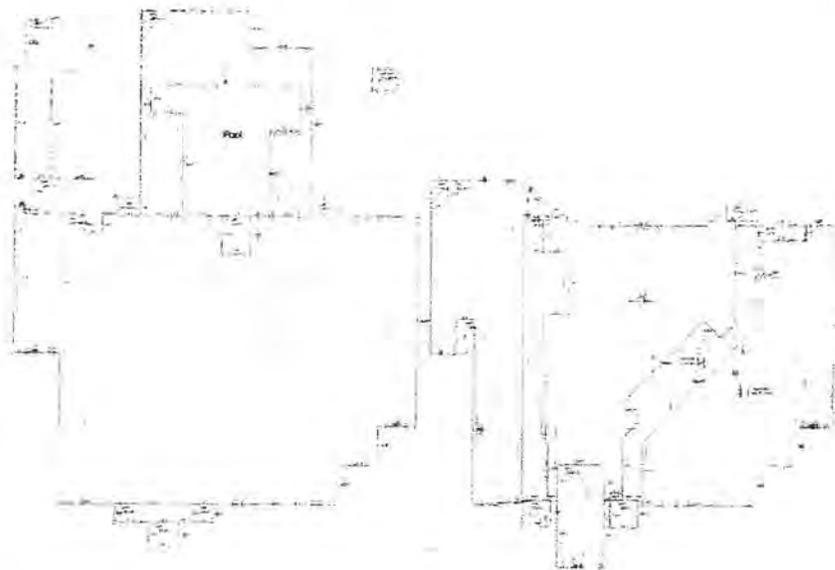
Building Type	Condition E	Quality Grade 500
Effective Age 11	Perimeter 1,629	Depreciation % 13
Year Built 2002	Special Arch 0	Grnd Floor Area 36,828
Functional Obs 0	Economic Obs 0	

Inclusions:

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

Extra Features:

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



Sections:

Nbr	Type	Ext Wall	# Stories	Year Built	Attic A/C	Basement %	Finished Basement %	Area
0	OPF		1	2002				8,205
1	FLA	8:METAL/ALUM	1	2002	Y			23,765
2	OPF		1	2002				351

3	SBF	1	2002		99	
4	DUF	1	2002		180	
5	CPL	1	2002		1,577	
6	SBF	1	2002		765	
7	OPX	1	2002		1,671	
8	SBF	1	2002		88	
9	SBF	1	2002		252	
10	SBF	1	2002		88	
11	PTO	1	2002		4,824	
12	DUF	1	2002		99	
13	OPF	1	2002		44	
14	FLA	1	2002	Y	5,578	
15	OUF	1	2002		126	
16	SBF	1	2002		153	
17	OPX	1	2002		1,876	
18	OUF	1	2002		182	
19	OPX	1	2002		1,200	
20	SBF	1	2002		196	
22	FLA	8:METAL/ALUM	1	2002	Y	7,485
23	OPF	1	2002		2,135	
25	SBF	1	2002		88	
26	OPX	1	2002		192	
27	OUF	1	2002		25	

Interior Finish:

Section Nbr	Interior Finish Nbr	Type	Area %	Sprinkler	A/C
	1	1 STY STORE-A	100	Y	Y
	953	PARKING GARAGE	100	Y	N
	954	ELEC/TELEPHONE ETC A	100	Y	N
	955	ELEC/TELEPHONE ETC A	100	Y	N
	956	ELEC/TELEPHONE ETC A	100	Y	N
	957	ELEC/TELEPHONE ETC A	100	Y	N
	958	ELEC/TELEPHONE ETC A	100	Y	N
	959	1 STY STORE-A	100	Y	Y
	960	ELEC/TELEPHONE ETC A	100	Y	N
	961	ELEC/TELEPHONE ETC A	100	Y	N
	963	ELEC/TELEPHONE ETC A	100	Y	N

Exterior Wall:

Interior Finish Nbr	Type	Area %
1	METAL SIDING	100

Building 2 Details

Building Type
 Effective Age 11
 Year Built 1996
 Functional Obs 0

Condition E
 Perimeter 170
 Special Arch 0
 Economic Obs 0

Quality Grade 400
 Depreciation % 13
 Grnd Floor Area 1,500

Inclusions:

Roof Type
 Heat 1
 Heat Src 1

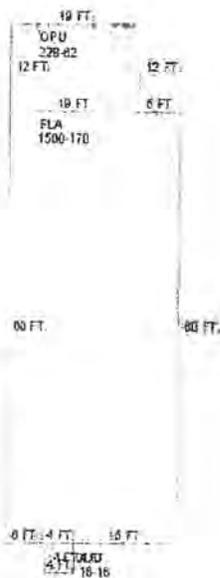
Roof Cover
 Heat 2
 Heat Src 2

Foundation
 Bedrooms 0

Extra Features:

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

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



Sections:

Nbr	Type	Ext Wall	# Stories	Year Built	Attic	A/C	Basement %	Finished Basement %	Area
1	FLA		1	1996					1,500
2	OPU		1	1996					228
3	OUU		1	1996					16

Interior Finish:

Section Nbr	Interior Finish Nbr	Type	Area %	Sprinkler	A/C
	948	WAREHOUSE/MARINA D	100	N	N
	949	OPU	100	N	N
	950	OUU	100	N	N

Exterior Wall:

Interior Finish Nbr	Type	Area %
300	MIN WOOD SIDING	40
301	C.B.S.	60

Building 3 Details

Building Type
 Effective Age 11
 Year Built 1998
 Functional Obs 0

Condition E
 Perimeter 152
 Special Arch 0
 Economic Obs 0

Quality Grade 400
 Depreciation % 13
 Grnd Floor Area 560

Inclusions:

Roof Type
 Heat 1
 Heat Src 1

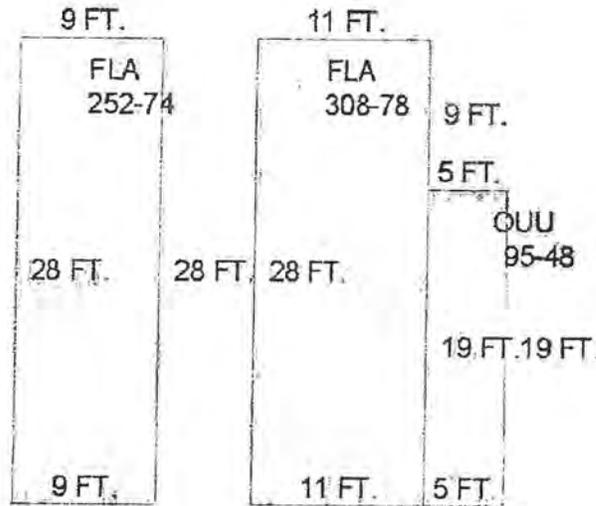
Roof Cover
 Heat 2
 Heat Src 2

Foundation
 Bedrooms 0

Extra Features:

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

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



Sections:

Nbr	Type	Ext Wall	# Stories	Year Built	Attic	A/C	Basement %	Finished Basement %	Area
1	FLA		1	1998					252
2	FLA		1	1998					308
3	OUU		1	1998					95

Interior Finish:

Section Nbr	Interior Finish Nbr	Type	Area %	Sprinkler	A/C
	951	SERVICE STATION-A-	100	Y	Y
	952	OFF BLDG 1 STY-A	100	Y	Y

Exterior Wall:

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

Misc Improvement Details

Nbr	Type	# Units	Length	Width	Year Built	Roll Year	Grade	Life
1	CL2:CH LINK FENCE	1,830 SF	305	6	1964	1965	1	30
2	AC2:WALL AIR COND	1 UT	0	0	1995	1996	1	20
3	UB2:UTILITY BLDG	48 SF	8	6	1995	1996	1	50
4	UB2:UTILITY BLDG	60 SF	10	6	1995	1996	1	50
5	DK4:WOOD DOCKS	3,504 SF	219	16	1995	1996	4	40
6	FN2:FENCES	681 SF	227	3	1995	1996	2	30

7	FN2:FENCES	348 SF	58	6	1995	1996	2	30
8	CL2:CH LINK FENCE	750 SF	125	6	1995	1996	2	30
9	DK4:WOOD DOCKS	4,470 SF	447	10	1995	1996	5	40
10	DK4:WOOD DOCKS	2,576 SF	184	14	1994	1995	5	40
11	DK4:WOOD DOCKS	81 SF	9	9	1994	1995	5	40
12	UB3:LC UTIL BLDG	800 SF	8	100	1997	1998	1	30
13	UB3:LC UTIL BLDG	60 SF	6	10	1997	1998	1	30
14	TK2:TIKI	20 SF	4	5	1997	1998	1	40
15	FN2:FENCES	2,452 SF	613	4	2001	2002	5	30
16	PT3:PATIO	6,408 SF	267	24	2001	2002	2	50
17	PT2:BRICK PATIO	266 SF	19	14	2001	2002	2	50
18	PT2:BRICK PATIO	464 SF	29	16	2001	2002	2	50
19	PT2:BRICK PATIO	220 SF	22	10	2001	2002	2	50
20	PO5:COMM POOL	3,300 SF	0	0	2001	2002	2	50
21	WF2:WATER FEATURE	2 LIT	0	0	2001	2002	5	20
22	TK2:TIKI	324 SF	18	18	2001	2002	5	40
23	PT2:BRICK PATIO	1,000 SF	0	0	2003	2004	2	50

Appraiser Notes

2002-08-26 - TPP ACCOUNTS: *****CHARTERS***** 8859716 - CONCH HARBOR, 8796862 - BUMGARTNER, JOHN - COWBOY CHARTERS, 8928754 - GOODSON, L - SEABLASTER, 8939470 - KING, ALLEN - AFTERNOON DELIGHT, 8955651 - KRINITT, DENNIS - KRINITT YACHT, 8874162 - LAMPE, DANNY - TORTUGA BY, 8970864 - LENNON, RALPH - SAIL FISH, 8938744 - NORTH TIM - JE-ME-CA, 8702345 - REEF EXPLORER, 8955783 - REEVES, LEE - VACATION YACHT, 8941208 - WHISKER CHARTERS, 9022267 - CARTER BARRY - BLUEFIN H E II,

2007-01-17-C.O.#6649 ISSUED FOR 400SF BUILD OUT FOR OFFICE-SKI

2004-09-24 - VALUE REDUCED TO \$7,225,000 WITH \$3,995,000 ALLOCATED TO THE SUBMERGED LAND BOAT SLIPS WHICH WERE RECENTLY CONDOIZED, AS PER KARL BORGLUM.BCS, 2003-03-12 - BLDG #1 = CONCH HARBOR STORES, BLDG.#2 = WAREHOUSE, BLDG.#3 = TEXACO, 2002-08-26 - TPP ACCOUNTS: *****CHARTERS***** 8859716 - CONCH HARBOR 8796862 - BUMGARTNER, JOHN - COWBOY CHARTERS 8928754 - GOODSON, L - SEABLASTER 8939470 - KING, ALLEN - AFTERNOON DELIGHT 8955651 - KRINITT, DENNIS - KRINITT YACHT 8874162 - LAMPE, DANNY - TORTUGA BY 8970864 - LENNON, RALPH - SAIL FISH 8938744 - NORTH TIM - JE-ME-CA 8702345 - REEF EXPLORER 8955783 - REEVES, LEE - VACATION YACHT 8941208 - WHISKER CHARTERS 9022267 - CARTER BARRY - BLUEFIN H E II 2004-06-09 THE CO#3354 ISSUED ON 01-27-04 IS FOR THE REAL ESTATE OFFICE 1,000SF.-SKI

2004-06-09 THE CO#3354 ISSUED ON 01-27-04 IS FOR THE REAL ESTATE OFFICE 1,000SF.-SKI

Building Permits

Bldg Number	Date Issued	Date Completed	Amount	Description	Notes
43	06-5364	10/17/2006	12/21/2006	2,000 Commercial	INSTALL SIX OUTLETS AND EXIST LITE
42	06-5362	10/16/2006	12/21/2006	5,700 Commercial	BUILD-OUT 400SF OFFICE SPACE . METAL STUD WALLS21'x6"
39	06-4524	08/08/2006	11/07/2006	13,250 Commercial	INTERIOR BUILD - OUT OF RETAIL SPACE WORK ONLY INSULATION, DRYWALL
49	06-4526	08/08/2006	11/07/2006	5,000 Commercial	INSTALL 14 LIGHT FIXTURES
41	06-4525	09/22/2006	11/07/2006	3,000 Commercial	INSTALL WATERLINE & DRAIN
44	06-6070	11/07/2006	12/21/2006	4,500 Commercial	SHELL CO FOR COMMERCIAL UNIT 400SF AND ELECTRIC

45	06-6072	11/07/2006	12/21/2006	2,300	Commercial	INSTALL 6 NEW OUTLETS, SMOKE DETECTOR, HANGING LITES
46	08-0055	01/25/2008	01/25/2008	40,000	Commercial	REPLACE APPROX. 16,649 CF OF POSSIBLE REMMANT PETROLEUM IMPACTED SOIL
	4221	04/11/2007	04/11/2007	0	Commercial	ISSUED C/O
1	B953062	09/01/1995	11/01/1996	45,000	Commercial	FUEL CONTAINMENT BLDG
2	E954124	11/01/1995	11/01/1996	2,000	Commercial	ELECTRICAL
3	B954326	12/01/1995	11/01/1996	12,000	Commercial	ROOF OVER FUEL CONTAINMEN
4	96-0684	02/01/1996	11/01/1996	10,000	Commercial	ELECTRIC
5	96-0890	02/01/1996	11/01/1996	8,000	Commercial	ELECTRIC
6	96-1163	03/01/1996	11/01/1996	120,000	Commercial	TANKS
7	96-1597	04/01/1996	11/01/1996	1,170	Commercial	FIRE ALARM
8	96-1669	04/01/1996	11/01/1996	2,800	Commercial	FENCE
9	96-1765	04/01/1996	11/01/1996	1,500	Commercial	ELECTRIC
12	96-1878	05/01/1996	11/01/1996	5,000	Commercial	FENCE
10	96-1470	04/01/1996	11/01/1996	250	Commercial	SIGN
13	96-3313	08/01/1996	11/01/1996	1,500	Commercial	SIGN
14	96-3318	08/01/1996	11/01/1996	21,000	Commercial	RENOVATIONS
15	96-3705	09/01/1996	11/01/1996	50,000	Commercial	PLUMBING
16	9604422	11/01/1996	11/01/1996	1,500	Commercial	ELECTRIC
21	9604613	12/24/1997	11/02/1998	18,500		BATH HOUSE & RESTROOMS
22	9801334	04/23/1998	11/02/1998	4,000		ELECTRICAL
23	9801740	06/02/1998	11/02/1998	5,000		ELECTRICAL
11	9601488	04/01/1996	11/02/1998	55,000	Commercial	PLUMBING
17	9604787	12/17/1996	11/02/1998	95,000		NEW STRUCTURE
18	9700182	01/24/1997	11/02/1998	2,000		ELECTRICAL
19	97-0220	01/29/1997	11/02/1998	1,961		ROOF
20	97-0222	01/29/1997	11/02/1998	4,000		PLUMBING
25	99-3570	10/19/1999	12/15/1999	48,000		ELECTRICAL
24	99-2306	09/27/1999	10/25/1999	73,404		RENOVATIONS WEIGHT STATIO
26	01-0584	03/01/2001	12/12/2002	116,000	Commercial	STORE BUILD. OUT
31	02-2541	11/13/2002	12/12/2002	55,500	Commercial	ELECTRIC UPDATE
27	01-2080	05/25/2001	12/12/2002	100,000	Commercial	FOUNDATION
32	02-3131	12/09/2002	12/12/2002	7,000	Commercial	PAINT
33	02-3360	12/19/2002	12/12/2002	1,970	Commercial	INSTALL SIGN
28	01-2265	06/12/2001	12/12/2002	66,000	Commercial	ELECTRIC
29	01-3208	02/26/2002	12/12/2002	2,500,000	Commercial	POOL & SPA COM. 77X113
30	01-2286	07/30/2002	12/12/2002	3,228,400	Commercial	NEW INDUSTRIAL
36	03-1293	04/28/2003	10/28/2003	23,000	Commercial	INSTALL 4 GREASE HOODS
37	03-1295	04/28/2003	10/28/2003	1,700	Commercial	INSTALL FIRE SPRINKLERS
34	03-2519	01/27/2003	01/27/2004	30,200	Commercial	A/C
35	02-3128	01/27/2003	10/28/2003	648,000	Commercial	ROOF, INTERIOR & ELECTRICAL - MONTY'S
38	03-3374	09/23/2003	12/15/2003	3,000	Commercial	BIKE PARKING PAVERS

Parcel Value History

Certified Roll Values.

[View Taxes for this Parcel.](#)

Roll Year	Total Bldg Value	Total Misc Improvement Value	Total Land Value	Total Just (Market) Value	Total Assessed Value	School Exempt Value	School Taxable Value
2012	3,962,630	466,533	4,796,605	7,700,000	7,628,135	0	7,700,000
2011	4,010,093	484,885	4,796,605	6,934,669	6,934,669	0	6,934,669
2010	4,099,273	501,439	7,359,367	7,700,000	7,700,000	0	7,700,000
2009	5,226,384	520,048	6,952,235	10,000,000	10,000,000	0	10,000,000
2008	5,226,384	536,641	6,952,235	12,715,260	12,715,260	0	12,715,260
2007	3,697,609	313,426	9,931,739	10,120,957	10,120,957	0	10,120,957
2006	3,697,609	464,190	6,546,334	8,670,000	8,670,000	0	8,670,000
2005	3,776,267	479,257	6,546,334	7,225,000	7,225,000	0	7,225,000
2004	3,034,779	485,419	6,546,334	7,225,000	7,225,000	0	7,225,000
2003	3,034,779	500,596	6,178,903	9,714,278	9,714,278	0	9,714,278
2002	169,585	255,377	4,366,499	6,965,778	6,965,778	0	6,965,778
2001	169,585	263,618	4,366,499	6,965,778	6,965,778	0	6,965,778
2000	166,611	179,942	2,636,477	5,399,218	5,399,218	0	5,399,218
1999	173,656	185,446	2,161,957	1,700,000	1,700,000	0	1,700,000
1998	69,111	187,785	2,161,957	1,700,000	1,700,000	0	1,700,000
1997	69,111	193,222	2,026,850	1,700,000	1,700,000	0	1,700,000
1996	16,435	104,743	2,026,850	1,700,000	1,700,000	0	1,700,000
1995	0	73,610	2,026,850	1,700,000	1,700,000	0	1,700,000
1994	0	75,885	2,026,597	1,700,000	1,700,000	0	1,700,000
1993	0	79,061	2,026,597	2,105,658	2,105,658	0	2,105,658
1992	0	6,887	2,026,597	1,739,655	1,739,655	0	1,739,655
1991	0	6,887	2,026,597	2,033,484	2,033,484	0	2,033,484
1990	0	6,887	2,026,597	2,033,484	2,033,484	0	2,033,484
1989	57,263	28,880	2,471,460	2,557,603	2,557,603	0	2,557,603
1988	53,784	28,880	2,141,932	2,224,596	2,224,596	0	2,224,596
1987	52,583	28,880	1,230,787	1,312,230	1,312,230	0	1,312,230
1986	51,044	28,880	1,230,787	1,310,711	1,310,711	0	1,310,711
1985	50,044	28,880	935,207	1,014,131	1,014,131	0	1,014,131
1984	48,508	28,880	935,207	1,012,595	1,012,595	0	1,012,595
1983	48,508	28,880	612,817	690,205	690,205	0	690,205
1982	42,072	28,880	318,954	389,906	389,906	0	389,906

Parcel Sales History

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

Sale Date	Official Records Book/Page	Price	Instrument	Qualification
-----------	----------------------------	-------	------------	---------------

1/28/2010	2450 / 2196	7,700,000	WD	30
5/2/2007	2292 / 1354	14,900,000	WD	Q
1/29/1999	1560 / 0056	7,000,000	WD	Q
12/1/1993	1287 / 0266	1,700,000	WD	Q

This page has been visited 8,101 times.

Monroe County Property Appraiser
Karl D. Borglum
P.O. Box 1176
Key West, FL 33041-1176

Public Notices
(radius map & mailing list)

Public Meeting Notice

The Key West Planning Board will hold a public hearing **at 6:00 p.m., November 15, 2012 at Old City Hall, 510 Greene Street**, Key West, Florida, (Behind Sloppy Joe's Bar). The purpose of the hearing will be to consider a request for:

Major Development Plan - 951 Caroline Street (RE# 00002970-000000) – A request to amend a Major Development Plan and Conditional Use approval (CC Res. 99-225) in the HRCC-2 zoning district per Section 108-91(A.)(2)(b); and minimum landscaped areas per Section 108-412(a) and to modify landscaping standards along street frontage per Section 108-413(b) of the Land Development Regulations of the Code of Ordinances of the City of Key West.

Variances - 951 Caroline Street (RE# 00002970-000000) – A request in the HRCC-2 zoning district for building coverage, impervious surface ratio, front-yard and street-side setback per Section 122-720 (4) a. & b. and (6) a. & d. and parking requirements per Section 108-572(16) of the Land Development Regulations of the Code of Ordinances of the City of Key West.

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

YOU ARE WITHIN 300 FEET OF THE SUBJECT PROPERTY

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

Major Development Plan - 951 Caroline Street (RE# 00002970-000000) – A request to amend a Major Development Plan and Conditional Use approval (CC Res. 99-225) in the HRCC-2 zoning district per Section 108-91(A.) (2)(b); and minimum landscaped areas per Section 108-412(a) and to modify landscaping standards along street frontage per Section 108-413(b) of the Land Development Regulations of the Code of Ordinances of the City of Key West.

Variiances - 951 Caroline Street (RE# 00002970-000000) – A request in the HRCC-2 zoning district for building coverage, impervious surface ratio, front-yard and street-side setback per Section 122-720 (4) a. & b. and (6) a. & d. and parking requirements per Section 108-572(16) of the Land Development Regulations of the Code of Ordinances of the City of Key West.

Applicant:	Trepanier & Associates	Owner:	Conch Harbor Retail Center, LLC
Project Location:	951 Caroline	Date of Hearing:	Thursday, November 15, 2012
Time of Hearing:	6:00 PM	Location of Hearing:	Old City Hall, 510 Greene City Commission Chambers

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

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

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

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

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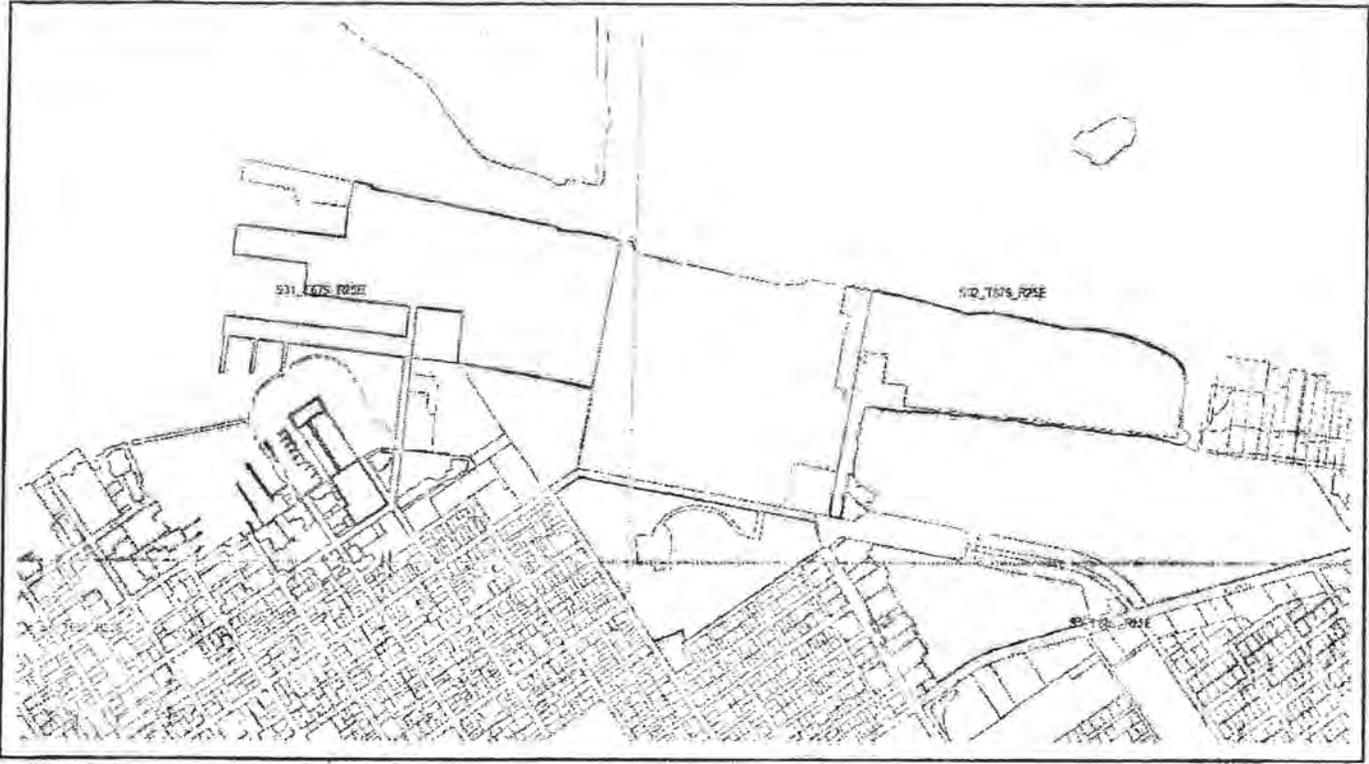
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Printed: Nov 01, 2012

Monroe County, Florida

951 Caroline

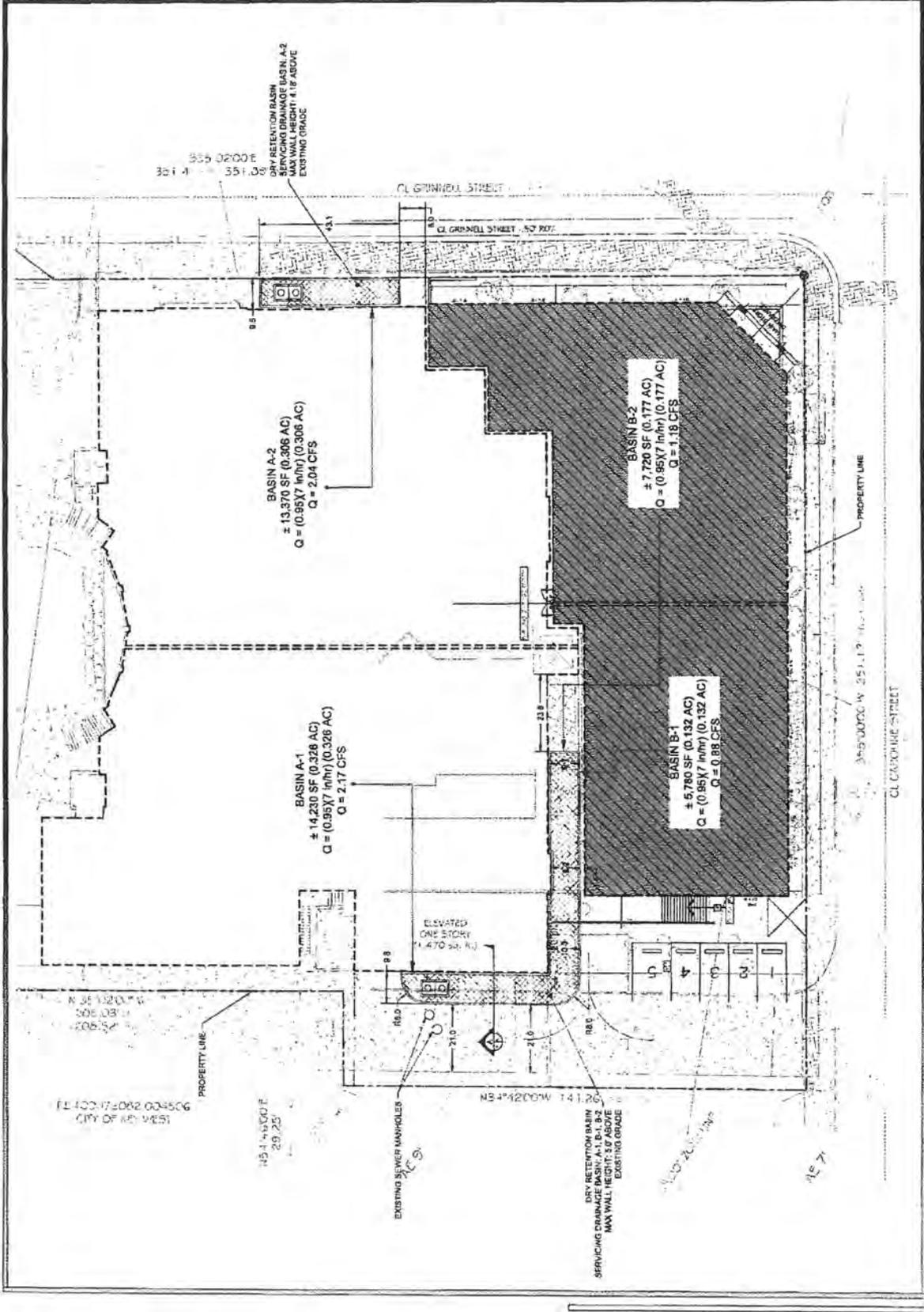
DISCLAIMER: The Monroe County Property Appraiser's office maintains data on property within the County solely for the purpose of fulfilling its responsibility to assess a just valuation for ad valorem tax purposes of all property within the County. The Monroe County Property Appraiser's office cannot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



NAME	ADDRESS	UNIT	CITY	STATE	ZIP	COUNTRY
1 FOURNIER FRANK III	17 HARLOW AVE		NORTHAMPTON	MA	01060	
2 CLARKE KALO & PEDERSON KIM (H/W)	29 FRONT ST #2		MARBLEHEAD	MA	01945	
3 LYON DAUN E	282 N PINE CREEK RD		FAIRFIELD	CT	06824	
4 TANDA LLC	56 STONE RIDGE LN		TRYON	NC	28782	
5 UNITED STATES OF AMERICA	VACANT LAND TRUMBO RD		ATLANTA	GA	30345	
6 ENSCRIBNER LLC	3776 E MILLERS BRIDGE RD		TALLAHASSEE	FL	32312	
7 BEK-GRAN PATRICK	305 GRINNELL ST	UNIT C301	KEY WEST	FL	33040	
8 STEAMPLANT CONDOMINIUMS LLC	201 FRONT ST STE 224		KEY WEST	FL	33040	
9 ALSOBROOKS MELISSA K	305 GRINNELL ST	UNIT C101	KEY WEST	FL	33040	
10 STEAMPLANT	281 TRUMBO RD		KEY WEST	FL	33040	
11 IRIZARRY ANTONIO JR AND JUDI LYNN	301 GRINNELL ST	UNIT A203	KEY WEST	FL	33040	
12 CURRY GAY M	303 GRINNELL ST	UNIT B203	KEY WEST	FL	33040	
13 FELSHER ALLYSON M	301 GRINNELL ST	UNIT A204	KEY WEST	FL	33040	
14 PIERCE MEAGAN M	303 GRINNELL ST	UNIT B303	KEY WEST	FL	33040	
15 CONFIDENTIAL DATA F.S. 119.07	305 GRINNELL ST		KEY WEST	FL	33040	
16 DEEGAN KEVIN G	303 GRINNELL STREET	UNIT B402	KEY WEST	FL	33040	
17 BRAGHIERI ADELE	303 GRINNELL ST	UNIT B401	KEY WEST	FL	33040	
18 830 CAROLINE LLC	830 CAROLINE ST		KEY WEST	FL	33040	
19 DENNY ANDREA P	301 GRINNELL ST	UNIT A401	KEY WEST	FL	33040	
20 LOCKWOOD DALE	311 MARGARET ST		KEY WEST	FL	33040	
21 WEST SANDRA A	305 GRINNELL ST	UNIT C102	KEY WEST	FL	33040	
22 CONCH HARBOR MARINA A CONDOMINIUM	951 CAROLINE ST		KEY WEST	FL	33040	
23 SHAW EDWARD F	305 GRINNELL ST	UNIT C203	KEY WEST	FL	33040	
24 BRAHAM HEATHER	303 GRINNELL ST	UNIT B404	KEY WEST	FL	33040	
25 TIMYAN PATRICIA A REV TR 9/12/1988 AS AMENDED	52 FRONT ST		KEY WEST	FL	33040	
26 COUGHLIN EMILIA C	301 GRINNELL STREET	STE A403	KEY WEST	FL	33040	
27 MELLOR LYNN B	303 GRINNELL ST	UNIT B302	KEY WEST	FL	33040	
28 CITY OF KEY WEST	P O BOX 1409		KEY WEST	FL	33040	
29 ROY GARY P	303 GRINNELL ST	UNIT B405	KEY WEST	FL	33040	
30 LAIRD LEWIS D AND ALISON J	301 GRINNELL ST	UNIT A201	KEY WEST	FL	33040	
31 SAUNDERS FRED JR	301 GRINNELL ST	UNIT A202	KEY WEST	FL	33040	
32 BARILLAS DAVID H	303 GRINNELL ST	UNIT B301	KEY WEST	FL	33040	
33 NELSON AARON B	303 GRINNELL ST	UNIT B202	KEY WEST	FL	33040	
34 BARROSO JULIO J	301 GRINNELL ST	UNIT A404	KEY WEST	FL	33040	

NAME	ADDRESS	UNIT	CITY	STATE	ZIP	COUNTRY
35 FINIGAN ROBIN S	303 GRINNELL ST	UNIT B403	KEY WEST	FL	33040	
36 OLOUGHLIN KEVIN F AND DIANE	308 MARGARET ST	UNIT 3	KEY WEST	FL	33040	
37 BEST OF BOTH WORLDS SEAPORT LLC	3210 RIVIERA DR		KEY WEST	FL	33040	
38 INGRAM MICHAEL B	1001 WHITEHEAD ST		KEY WEST	FL	33040	
39 LAMPE DANNY A	5 PUERTA DR		KEY WEST	FL	33040	
40 SCHOTT SANDRA L	305 GRINNELL ST	UNIT C303	KEY WEST	FL	33040	
41 ALEA BROTHERS ENTERPRISES LLC	1025 JOHNSON ST		KEY WEST	FL	33040	
42 RAILWAY CONDOMINIUM	301-303-305 GRINNELL ST		KEY WEST	FL	33040	
43 SILVA EDUARDO M	301 GRINNELL ST	UNIT A303	KEY WEST	FL	33040	
44 PRITCHARD JESSICA	301 GRINNELL ST	UNIT 305 /	KEY WEST	FL	33040	
45 BELL DAVID T	305 GRINNELL ST	UNIT C201	KEY WEST	FL	33040	
46 WILD WILLIAM H AND JUDITH A	301 GRINNELL ST	UNIT A205	KEY WEST	FL	33040	
47 MAURER GOTTFRIED AND VIRGINIA L	1442 LONG BEACH RD		BIG PINE KEY	FL	33043	
48 WOLSCZAK ANDREW AND PATRICIA	120 PIRATES COVE DR		MARATHON	FL	33050	
49 CONCH SLIP LLC	9900 SW 92ND AVE		MIAMI	FL	33176	
50 MEUSER STANLEY	5050 N OCEAN DR		WEST PALM BEA	FL	33404	
51 RUFFOLO ROBERT FRANCIS	126 BOSPHOROUS AVE		TAMPA	FL	33606	
52 YUNKER RAY	3108 SE 22ND AVE		CAPE CORAL	FL	33904	
53 CARROLL JAMES P AND JAMES T	12734 KENWOOD LN		FT MYERS	FL	33907	
54 CONCH LLC	11290 LONGWATER CHASE		FORT MYERS	FL	33908	
55 JENJEY LLC	P O BOX 990		SANIBEL	FL	33957	
56 FFM BOAT INC	7001 POST ROAD	STE 200	DUBLIN	OH	43016	
57 HOWARD DAVID B AND BETH M	2525 N LAKE LEELANAU DR		LAKE LEELANAU	MI	49653	
58 HOWARD DAVID B AND BETH M	2525 N LAKE LEELANAU DR		LAKE LEELANAU	MI	49653	
59 JOHNSON KENNETH URBAN 2006 REV LIV TR 12/15/2006	2201 WILLIAMS POINT DR		STOUGHTON	WI	53589	
60 MCCALL SUSAN 1993 TR	22431 GILMORE ST		WEST HILLS	CA	91307	
61 MIKE LORI A	22431 GILMORE ST		WEST HILLS	CA	91307	
62 DOE BRIAN D AND JULIE C	47 W SHORE RD		WINDHAM	NH	03087-2115	
63 MAKRIS MARGARET L REV TR	11204 OAK LEAF DR		SILVER SPRING	MD	20901-1313	
64 TOWER EQUITIES RE INC	PO BOX 690785		CHARLOTTE	NC	28227-7014	
65 ALEA DAVID AND ELAINE R	1025 JOHNSON ST		KEY WEST	FL	33040-4825	
66 CONCH HARBOR RETAIL CENTER LLC	951 CAROLINE ST		KEY WEST	FL	33040-6636	
67 PAGE CYNTHIA L	301 GRINNELL ST APT 302		KEY WEST	FL	33040-6917	
68 GAMMELL LOU W	301 GRINNELL ST APT 301		KEY WEST	FL	33040-6917	

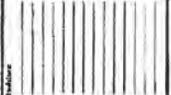
NAME	ADDRESS	UNIT	CITY	STATE	ZIP	COUNTRY
69 BROWN JULIE N	301 GRINNELL ST	UNIT A304	KEY WEST	FL	33040-6917	
70 MILLER WADE B	305 GRINNELL ST APT 302		KEY WEST	FL	33040-6933	
71 CAMP LAURA LEA	305 GRINNELL ST APT 202C		KEY WEST	FL	33040-6933	
72 THE UTILITY BOARD OF THE CITY OF KEY WEST	1001 JAMES ST		KEY WEST	FL	33040-6935	
73 LANGLEY MARK H	310 MARGARET ST		KEY WEST	FL	33040-6938	
74 CARRICO CHRISTOPHER L	303 GRINNELL ST	UNIT B304	KEY WEST	FL	33040-6959	
75 FALCONER MARY A	303 GRINNELL ST	UNIT B205	KEY WEST	FL	33040-6959	
76 MILLER WAYNE H	303 GRINNELL ST APT 204B		KEY WEST	FL	33040-6959	
77 COX PAULA	303 GRINNELL ST APT 305B		KEY WEST	FL	33040-6959	
78 FURY MANAGEMENT INC	412 WHITE ST		KEY WEST	FL	33040-6960	
79 CLEMENTS THOMAS III	1025 FLEMING ST		KEY WEST	FL	33040-6962	
80 HECK RONALD K	908-1 TERRY LN		KEY WEST	FL	33040-7333	
81 STEAMPLANT NO 19	3340 N ROOSEVELT BLVD STE 6		KEY WEST	FL	33040-8021	
82 SMITH WAYNE LARUE &	P O BOX 1456		KEY WEST	FL	33041-1456	
83 MUCCINO JANET M	PO BOX 4386		KEY WEST	FL	33041-4386	
84 HARLOW JAMES MYRON DEC TR 12/7/2001	16657 HOLLY LN		SUMMERLAND K	FL	33042-3508	
85 MACKENZIE DREW IRA	191 PEARL AVE		TAVERNIER	FL	33070-2421	
86 GANEM JOSEPH E AND MIRIAM ELAINE	1501 SE 9TH ST		FORT LAUDERDA	FL	33316-1411	
87 KEY WEST 07 LLC	508 SW 12TH AVE		DEERFIELD BEAC	FL	33442-3110	
88 I-4 VENTURES LLC	12327 FORT KING HW		THONOTOSASSA	FL	33592-2602	
89 BEAVER MICHAEL D AND LINDA Y	1311 SCOTTSLAND DR		LAKELAND	FL	33813-3796	
90 MOURIZ LAZARO J AND MARY E	4125 SW 27TH AVE		CAPE CORAL	FL	33914-5480	
91 BAR HOPPER LLC	PO BOX 11452		NAPLES	FL	34101-1452	
92 HAUBERT ERIC J AND KRISTEN WINTERS REV TR 5/25/06	7912 HICKORY AVE		RUSSELLS POINT	OH	43348-9678	
93 FISK CAROL BUCKLEY REVOCABLE TRUST 3/5/2003	20 HILLARY FARM LN		SAINT PAUL	MN	55110-5934	
94 ALDEN PAULETTE BATES	4900 WASHBURN AVE S		MINNEAPOLIS	MN	55410-1814	
95 CANNON ROGER	PO BOX 8666		ROLLING MEADOIL	TX	60008-8666	
96 CONCH HARBOR RENTAL SERVICES LLC	3810 W ALABAMA ST		HOUSTON	TX	77027-5294	
97 AMITCH LLC	3810 W ALABAMA ST		HOUSTON	TX	77027-5294	
98 JSM HOLDINGS LLC	3810 W ALABAMA ST		HOUSTON	TX	77027-5294	
99 MOSTYN JOHN STEVEN	3810 W ALABAMA ST		HOUSTON	TX	77027-5294	
100 1993 SUSAN MCCALL TRUST	22431 GILMORE RD		WEST HILLS	CA	91307-3707	



ELIZABETH
NEWLAND
LANDSCAPE
ARCHITECTURE, LLC

1815 P.O. Box 1000
Coral Gables, Florida 33134
305.442.2700
www.elizabethnewland.com

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LANDSCAPE ARCHITECTURE, LLC
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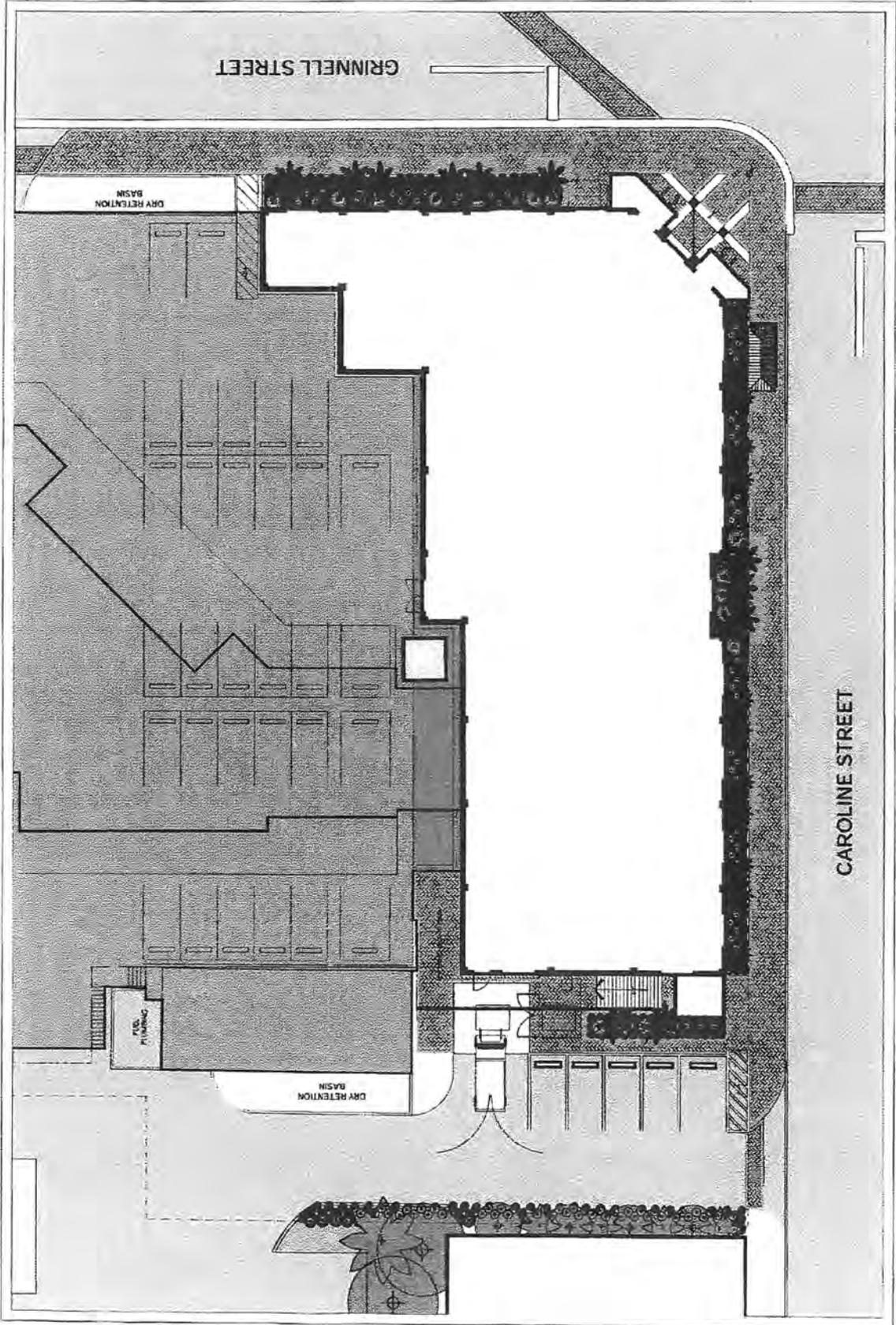


West Marine
CONCH HARBOR 951-955 CAROLINE ST
KEY WEST, FLORIDA

Project No. 100000000
Drawing No. 100000000
Checked By
Date

SCHEMATIC
LANDSCAPE
PLAN

Sheet Number
L-2.0
Date - 07/20/14 10:00 AM



SCALE: 1" = 30'-0"

LANDSCAPE PLAN
SCALE: 1" = 30'-0"

NO.	DATE	DESCRIPTION

West Marine
 471 US HIGHWAY 1
 SUITE 101
 KEY WEST, FLA. 33040
 305-285-1022
 ARCHITECT
 PETER M. PIKE & ASSOCIATES
 471 US HIGHWAY 1
 SUITE 101
 KEY WEST, FLA. 33040
 305-285-1022

West Marine
 CONCH HARBOR 951-953 CAROLINE ST.
 KEY WEST, FLORIDA

PROJECT:
 CONCH HARBOR 951-953 CAROLINE ST.
 KEY WEST, FLORIDA

DRAWING TITLE:
 SITE PLAN

DATE:
 10-25-12

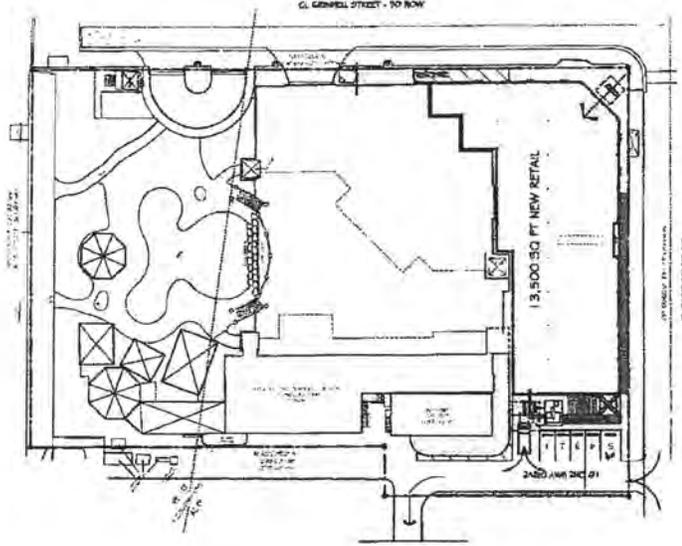
PROJECT NO.:
 12-00000000

DATE:
 10-25-12

SCALE:
 1" = 50'

SHEET #
 A-1
OF
 01

FLANNING SET | 10-25-12

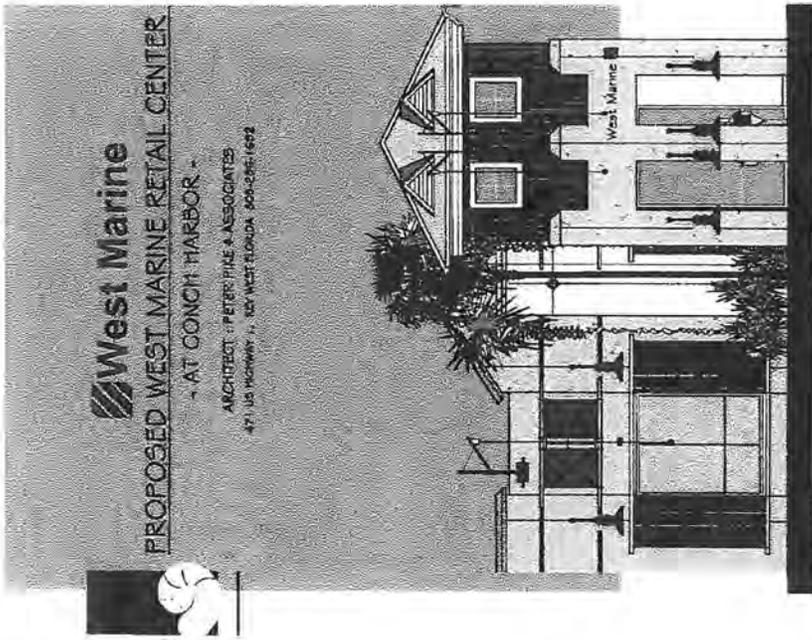


PROPOSED SITE PLAN
 SCALE: 1" = 50'

MAP OF BOUNDARY TOPOGRAPHIC SURVEY
 SECTION 21, TOWNSHIP 48 SOUTH, RANGE 25 EAST
 ISLAND OF KEY WEST, FLORIDA

NOTES:
 THIS PLAN IS BASED UPON A SURVEY PERFORMED BY
 PETER M. PIKE & ASSOCIATES, INC. IN 2012.
 ALL DIMENSIONS ARE IN FEET AND INCHES.
 (SEE ATTACHED SURVEY REPORT)

- INDEX OF DRAWINGS**
- A-1 SITE PLAN
 - A-2 FIRST LEVEL PLAN
 - A-3 SECOND LEVEL PLAN
 - A-4 GRADE LEVEL PLAN
 - A-5 PROPOSED ELEVATIONS



West Marine
 PROPOSED WEST MARINE RETAIL CENTER
 - AT CONCH HARBOR -

ARCHITECT: PETER PIKE & ASSOCIATES
 471 US HIGHWAY 1, KEY WEST FLORIDA 33040-2851
 305-285-1022

PETER M. PIKE P.A. REGISTRATION # AN0015185

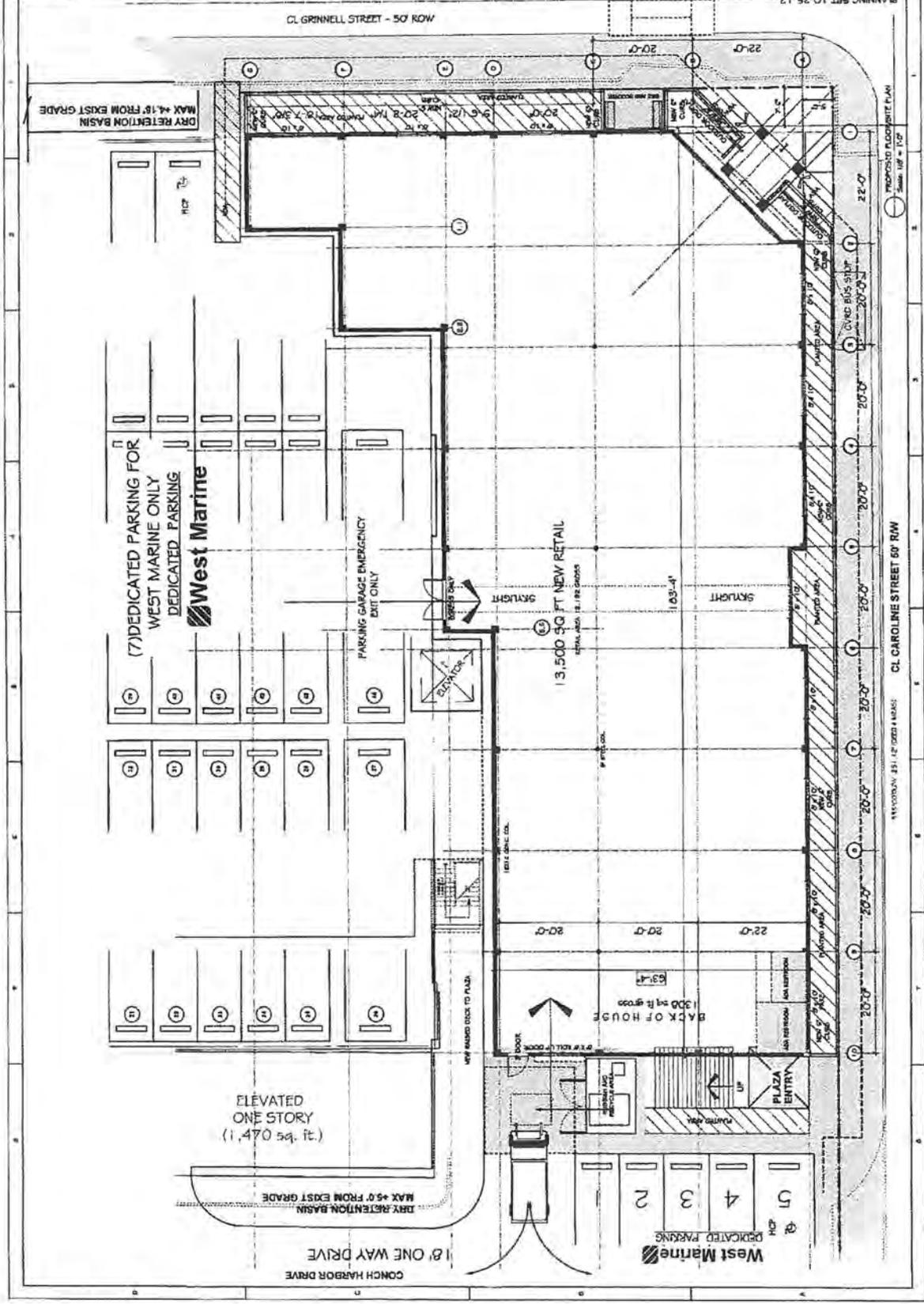
REVISIONS	DATE

PETER M. PICE ARCHITECT
 471 W. HERVEY J. BLVD. SUITE 101
 WEST PALM BEACH, FL 33409
 561-833-1234

West Marine
 CONCH HARBOR 951-656 CAROLINE ST.
 KEY WEST, FLORIDA

PROJECT: ENLARGED PLAN
DRAWING TITLE: ENLARGED PLAN
PROJECT NO.: 10-25-12
DATE: 10/25/12

SHEET # **A-3**
 OF 09



PETER M. PICE P.L.A. REGISTRATION # AR0015195

CL CAROLINE STREET 60' ROW

115'00'00" W 251' 12" 00"00" MASS

CL GRINNELL STREET 65' ROW

CONCH HARBOR DRIVE 18' ONE WAY DRIVE

PROPOSED FLOOR PLAN
 Scale: 1/8" = 1'-0"

PLANNING SCT 10-25-12

REVIEW, EVERY SCALE REPRODUCED DRAWINGS - SHD IDEN

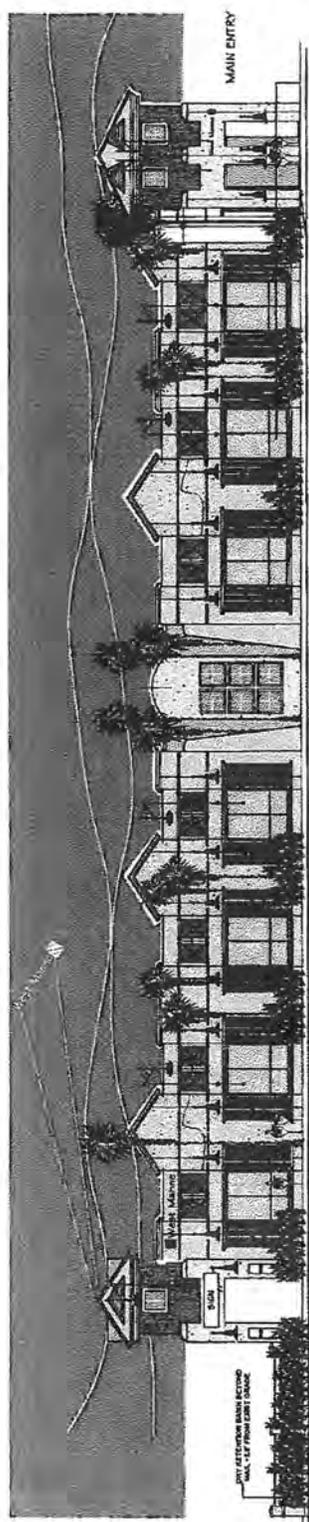
REVISIONS	DATE

PETER PIKE ARCHITECT
 471 US HIGHWAY 1
 SUITE 101
 KEY WEST, FLA. 33040
 305-296-1682

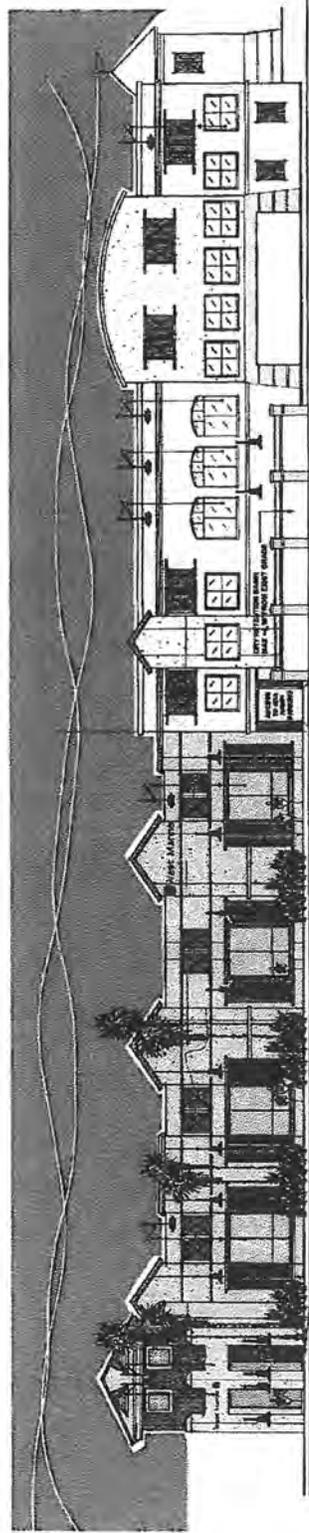
West Marine
 PROJECT
 CONCH HARBOR 951-955 CAROLINE ST.
 KEY WEST, FLORIDA

DRAWING TITLE:
 EXISTING / PROPOSED
 ELEVATIONS
 NEVER, EVER! SCALE REPRODUCED DRAWINGS - BAD IDEA!

SHEET #
A-4
 OF
 07



CAROLINE STREET
 PROPOSED ELEVATION



GRINNELL STREET
 PROPOSED ELEVATION

West Marine
 PROPOSED WEST MARINE RETAIL CENTER
 - AT CONCH HARBOR -
 ARCHITECT : PETER PIKE & ASSOCIATES
 471 US HIGHWAY 1, KEY WEST FLORIDA 305-296-1682



PLANNING SET 10-25-12
 PETER M. PIKE P.L.A. REGISTRATION # AR00015196

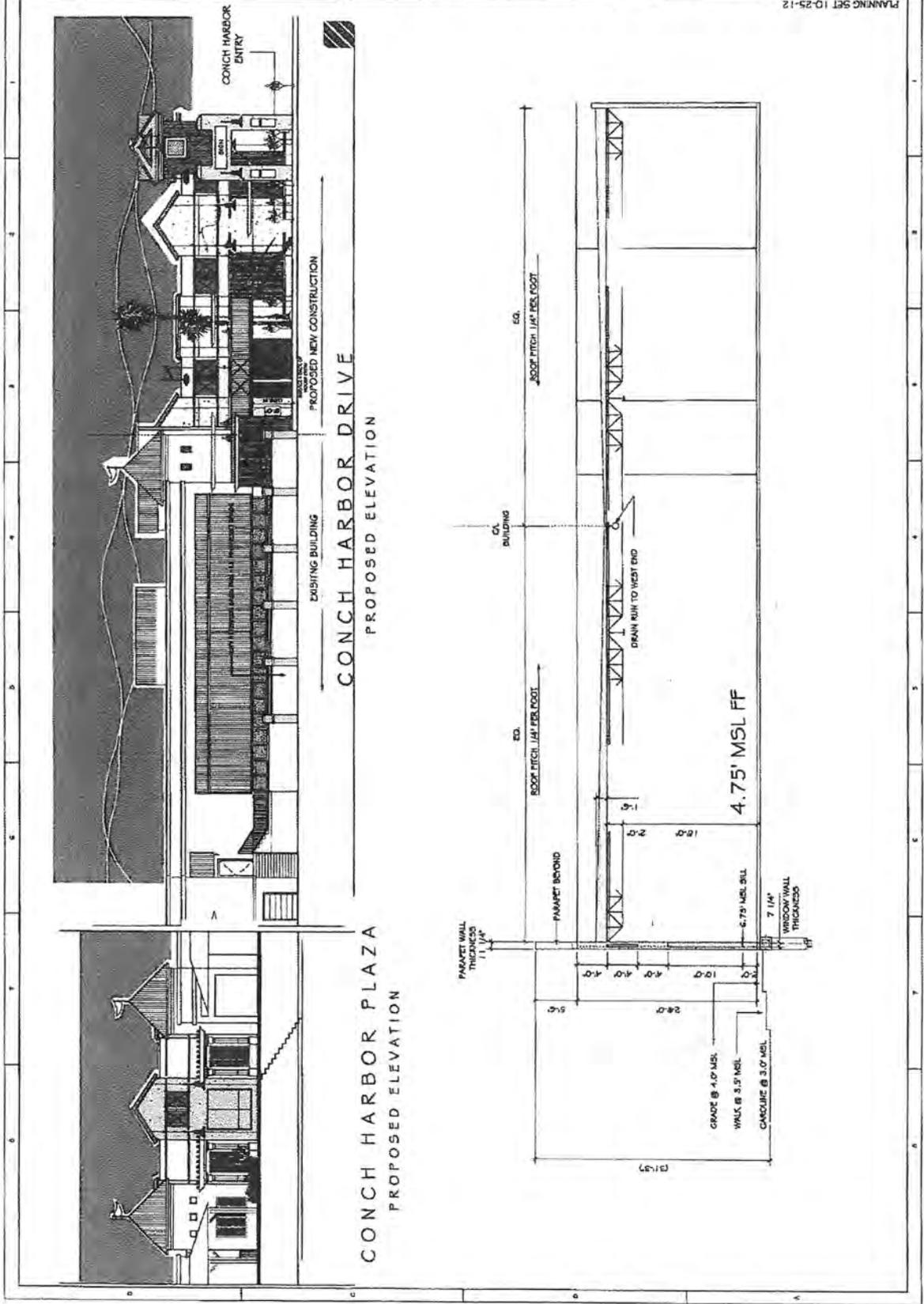
REVISION	DATE

PETER PIKE ARCHITECT
 471 LO HWYWAY 1
 SUITE 101
 KEY WEST, FLA. 33004
 304-293-1022

West Marine
 PROJECT: CONCH HARBOR 891-955 CAROLINE ST.
 KEY WEST, FLORIDA

DRAWING TITLE: PROPOSED ELEVATIONS
 PROJECT NUMBER: 1311
 DRAWN BY: PPK
 CHECKED BY: PPK
 DATE: 02/20/12

SHEET #
A-5
 OF 20



PLANNING SET 10-25-12

NEVER, EVER SCALE REPRODUCED DRAWINGS - BAD IDEA

PETER M. PIKE P.L.A. REGISTRATION # A00015183

REVISIONS	DATE

PETER PIKE ARCHITECT
 421 US HIGHWAY 1
 SUITE 101
 KEY WEST, FLA. 33002
 305-292-1292



PROJECT
West Marine
 CONCH HARBOR, 951-955 CAROLINE ST.
 KEY WEST, FLORIDA

DRAWING TITLE:
 SCHEMATIC FREIGHT
 LIFT AREA

PROJECT NUMBER:
 DATE:
 DRAWN BY:
 CHECKED BY:

SHEET #
A-6
 OF

PLANNING SET 10-25-12




West Marine
PROPOSED WEST MARINE RETAIL CENTER
 - AT CONCH HARBOR -



ARCHITECT: PETER PIKE ARCHITECTS

PETER M. PIKE P.L.A. REGISTRATION # AN0015196

NEVER, EVER SCALE REPRODUCED DRAWINGS - BAD IDEA

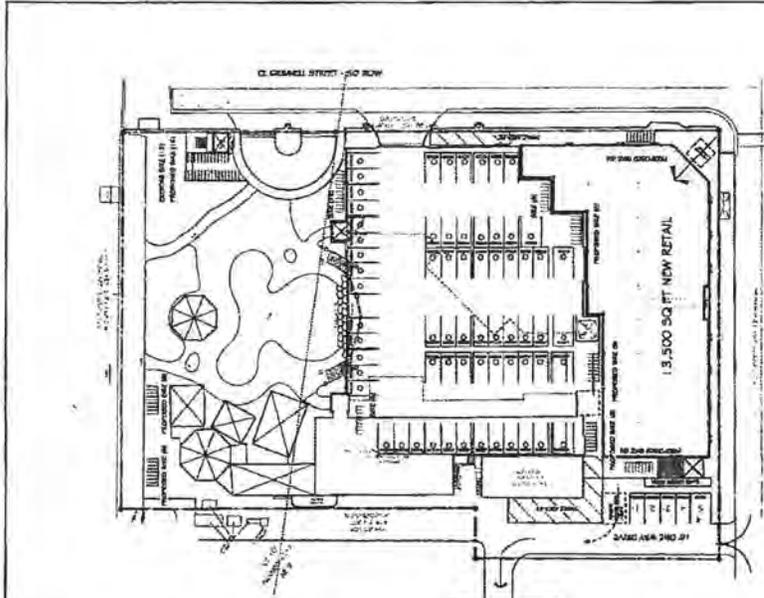
REVISIONS	DATE	DESCRIPTION

TELE FILE ARCHITECTURE
 471 13 HIGHWAY 1
 SUITE 101
 WEST PALM BEACH, FLA. 33409
 561-236-1524

West Marine
 PROJECT
 CONCH HARBOR 951-955 CAROLINE ST.
 KEY WEST, FLORIDA

PROJECT TITLE: **PARKING PLAN**
 DRAWING TITLE: **PARKING PLAN**
 PROJECT NUMBER: **10-25-12**
 DATE: **10-25-12**
 SHEET: **A-7**
 OF: **3**

PLANNING SET 10-25-12
 NEVER, EVER SCALE REDUCED DRAWINGS - PAD ONLY



PROPOSED SITE PLAN
 SCALE: 1" = 30' 0"

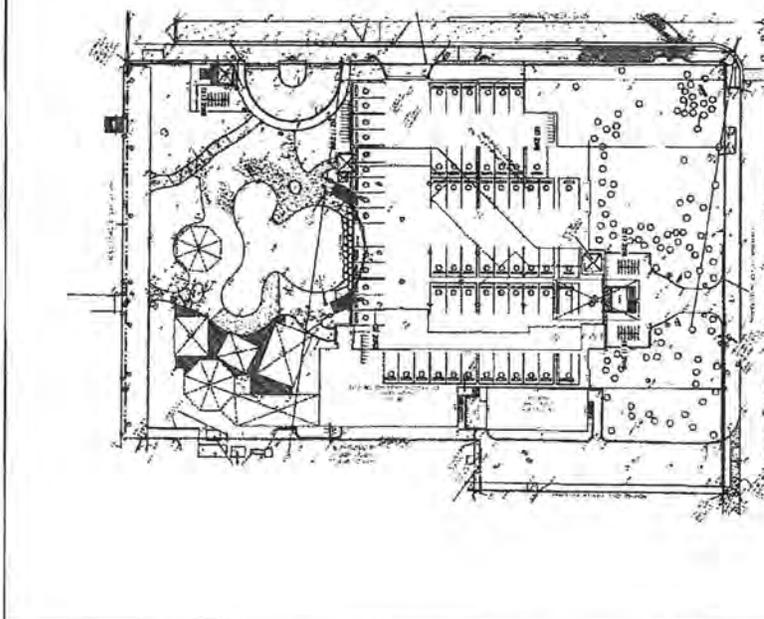
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EXISTING AUTO PARKING	PROPOSED NEW AUTO PARKING
TOTAL BIKE PARKING	TOTAL BIKE PARKING
TOTAL AUTO PARKING	TOTAL AUTO PARKING
TOTAL BIKE & AUTO PARKING	TOTAL BIKE & AUTO PARKING

EXISTING PAVING TO REMAIN
 NEW PAVING PROPOSED & SPACES

10' BIKE SPACE

LEGEND
 EXISTING AUTO PARKING EXISTING BIKE PARKING PROPOSED AUTO PARKING PROPOSED BIKE PARKING



PROPOSED SITE PLAN
 SCALE: 1" = 30' 0"

LEGEND
 EXISTING AUTO PARKING EXISTING BIKE PARKING PROPOSED AUTO PARKING PROPOSED BIKE PARKING

PETER M. PACE P.L.L.C. REGISTRATION # AMCO 15190

REVISION	DATE

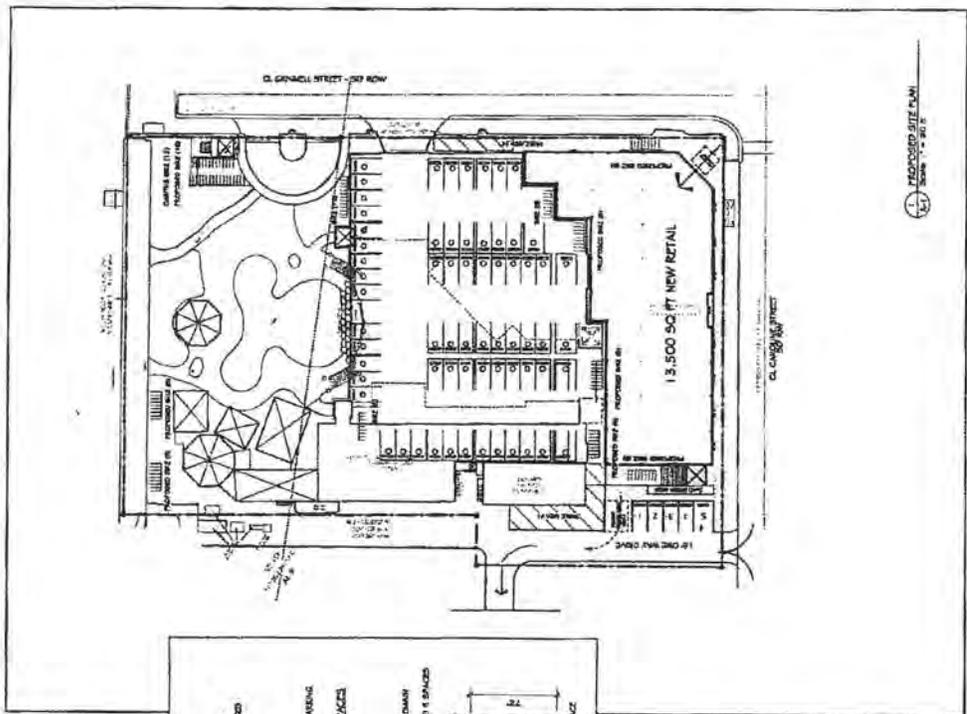
WEST MARINE
A-7

PROJECT
West Marine
 CONCH HARBOR 951-855 CAROLINE ST.
 KEY WEST, FLORIDA

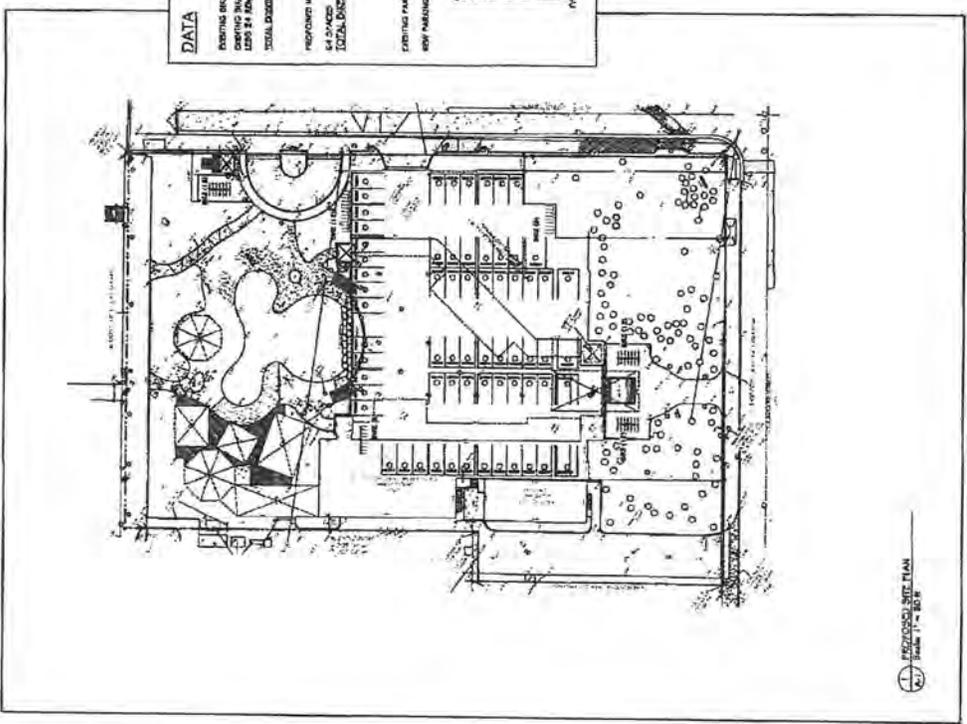
DRAWING TITLE:
 PARKING PLAN

SHEET #
 A-7
 OF
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NEVER, EVER SCALE REPRODUCED DRAWINGS - BAD IDEA



LEGEND
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LEGEND
 EXISTING AUTO PARKING EXISTING BIKE PARKING PROPOSED AUTO PARKING PROPOSED BIKE PARKING

DATA

- EXISTING BIKE PARKING
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- 64 SPACES
- TOTAL BIKE LOG SPACES
- EXISTING PARKING TO REMAIN
- NEW PARKING REDUCED & SPACES

5' x 7' BIKE SPACE

ELIZABETH
NEWLAND
LANDSCAPE ARCHITECTURE, P.C.

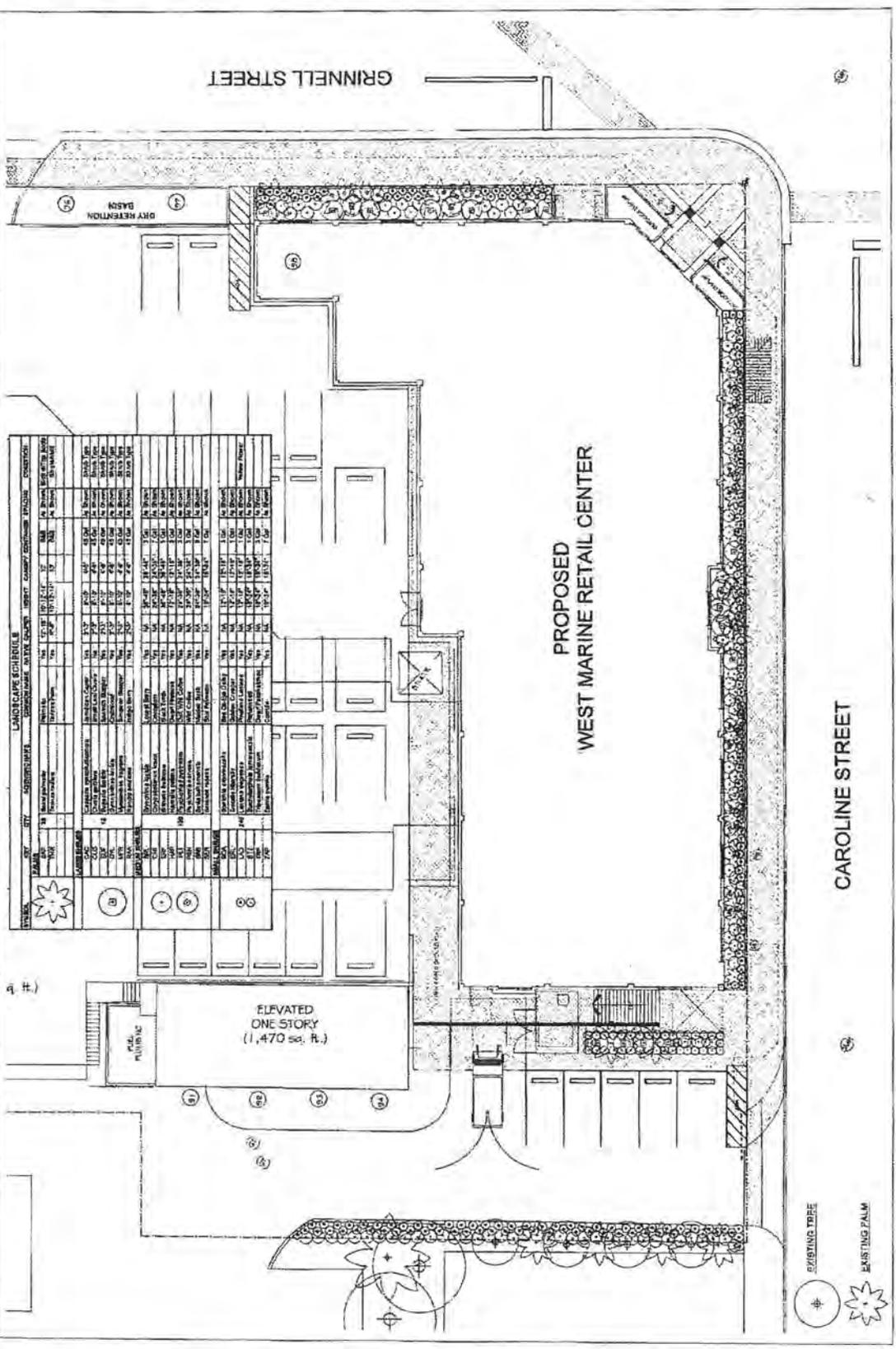
11215 Peachtree Dunwoode Rd.,
Atlanta, Georgia 30328
Phone: 404.251.1111
Fax: 404.251.1112
www.elizabethnewland.com

West Marine
CONCH HARBOR 951-955 CAROLINE ST.
KEY WEST, FLORIDA



West Marine
CONCH HARBOR 951-955 CAROLINE ST.
KEY WEST, FLORIDA

Quantity: 1
Scale: 1/8" = 1'-0"
Date: 11/11/11
Project: West Marine
Sheet: L-2.0
Title: SCHEMATIC LANDSCAPE PLAN



LANDSCAPE SCHEDULE

NO.	SYMBOL	DESCRIPTION	QUANTITY	REMARKS
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NOTES:
 1. NOT FOR CONSTRUCTION
 2. SITE PLAN PROVIDED BY OTHER ENGINEER
 3. SURVEY BASED PROVIDED BY PERCE ENGINEERING

SCALE: 1/8" = 1'-0"
 DATE: 11/11/11

EXISTING TREE
 EXISTING PALM

LANDSCAPE PLAN
 SHEET NO. L-2.0

REVISIONS	DATE

PETER MIKE ARCHITECT
 4719 HORNWAY 1
 SUITE 101
 107 WEST FLA. 1500
 33412
 296-296-1812

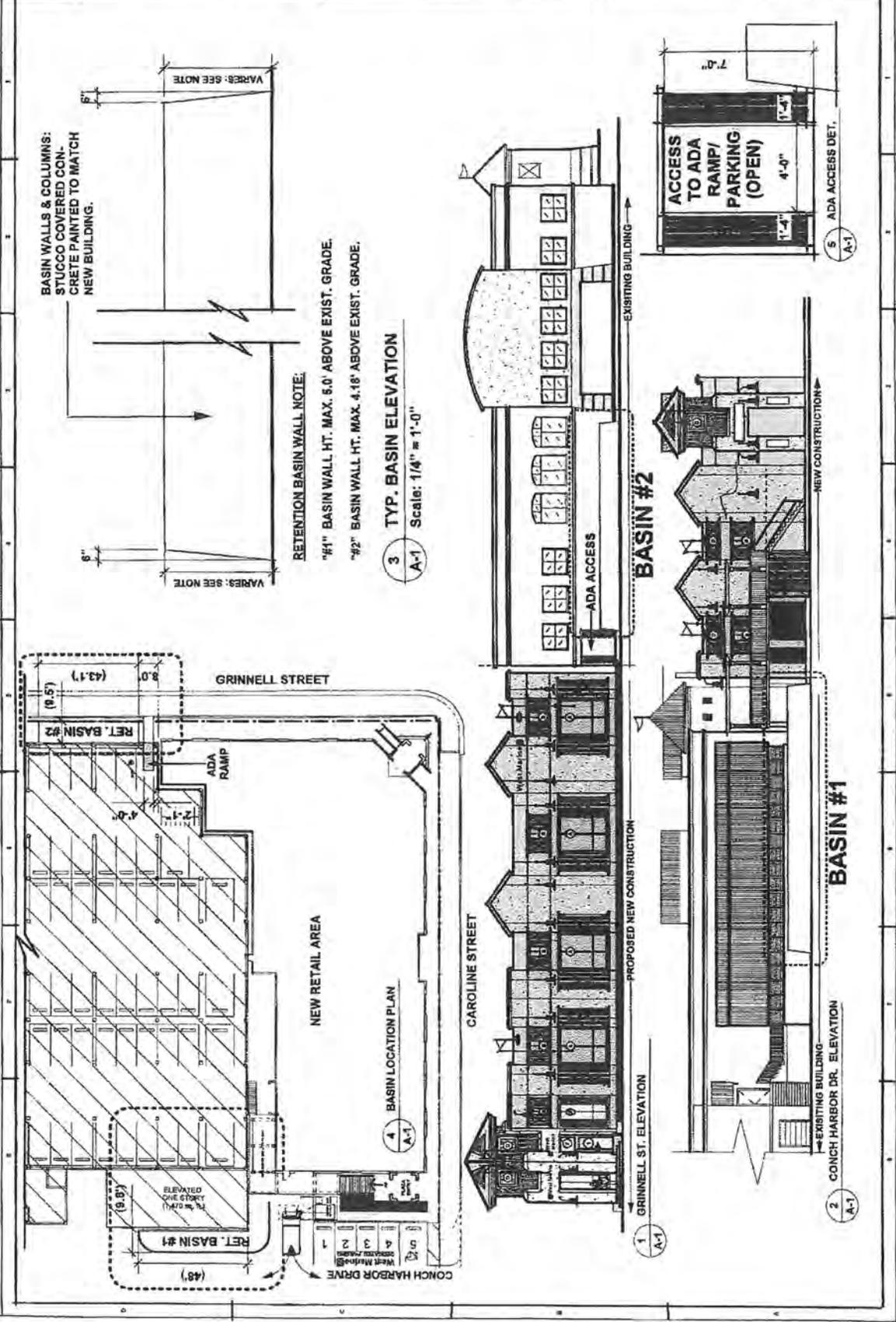
West Marine
 CONCH HARBOR, 89-466 CAROLINE ST.
 WEST, FLORIDA

PROJECT:
 CONCH HARBOR, 89-466 CAROLINE ST.
 WEST, FLORIDA

DRAWING TITLE:
 SITE PLAN DETAILS
 RETENTION BASINS

PROJECT NUMBER: 1111
 DRAWN BY: PMA
 DATE: 10-20-12

SHEET # 1
A-1
 OF 1



BASIN WALLS & COLUMNS:
 STUCCO COVERED CON.
 CRETE PAINTED TO MATCH
 NEW BUILDING.

RETENTION BASIN WALL NOTE:

"#1" BASIN WALL HT. MAX. 5.0' ABOVE EXIST. GRADE.

"#2" BASIN WALL HT. MAX. 4.15' ABOVE EXIST. GRADE.

3 TYP. BASIN ELEVATION

Scale: 1/4" = 1'-0"

3
 A-1

5
 A-1

2
 A-1

BASIN #2

BASIN #1

PETER MI. PIKE FLA. REGISTRATION # AR0019193

NEVER, EVER! SCALE REPRODUCED DRAWINGS - BAD IDEA!

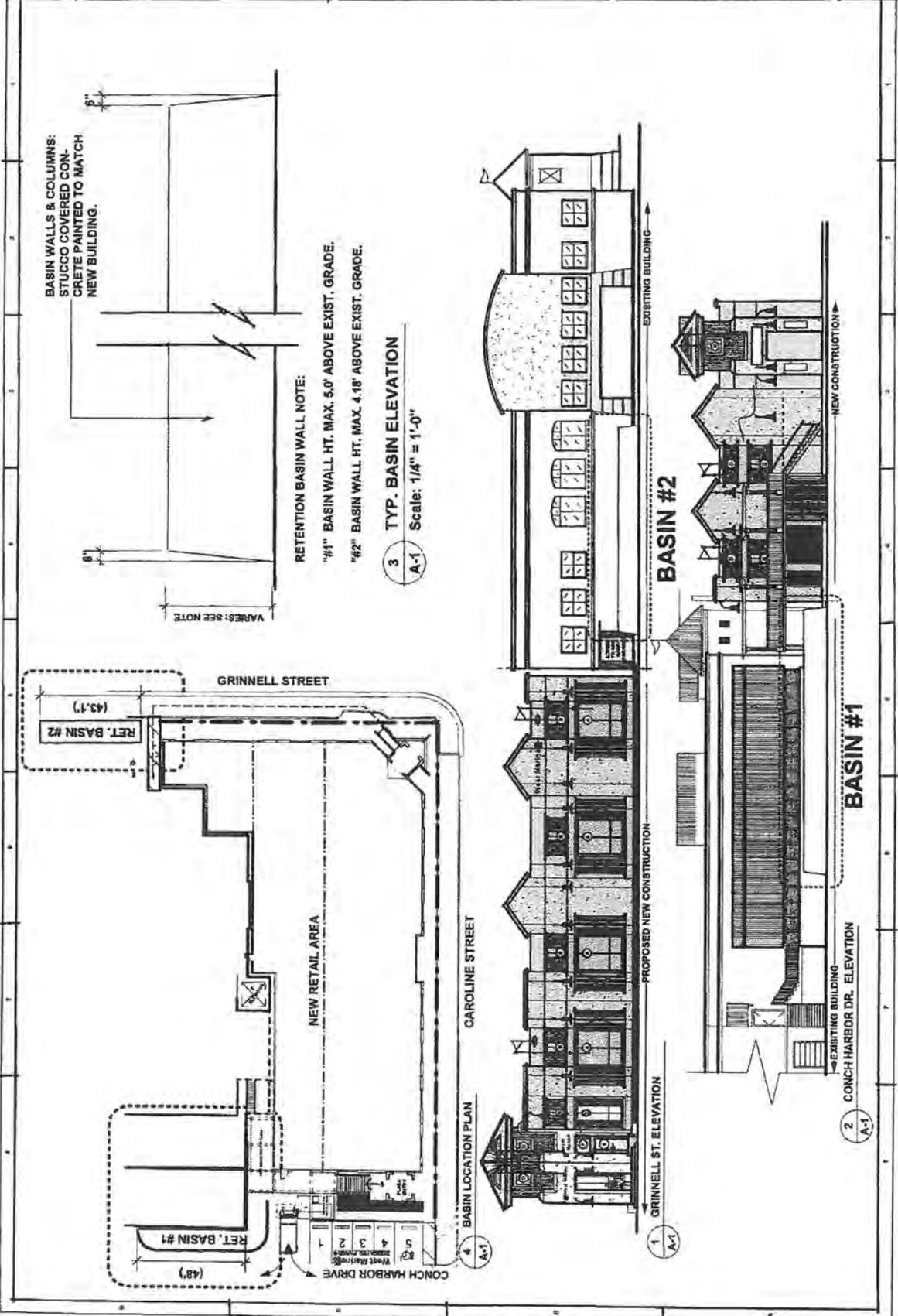
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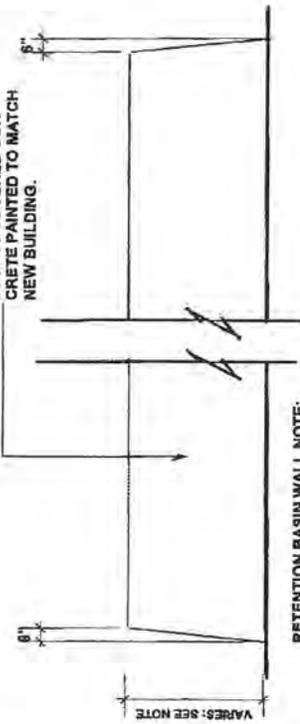
PROJECT: West Marine
CONCH HARBOR 391455 CAROLINE ST.
KEY WEST, FLORIDA

DRAWING TITLE: SITE PLAN & SITE DATA
PROJECT NUMBER: 1111
DATE: 10/20/11
CHECKED BY: [Signature]
DESIGNED BY: [Signature]

SHEET # 1
A-1
OF 1



BASIN WALLS & COLUMNS:
STUCCO COVERED CON-
CRETE PAINTED TO MATCH
NEW BUILDING.



RETENTION BASIN WALL NOTE:

"#1" BASIN WALL HT. MAX. 5.0' ABOVE EXIST. GRADE.

"#2" BASIN WALL HT. MAX. 4.18' ABOVE EXIST. GRADE.

3 TYP. BASIN ELEVATION

Scale: 1/4" = 1'-0"

A-1

PETER M. PIKE FLA. REGISTRATION # AR0016158

NEVER, EVER SCALE REPRODUCED DRAWINGS - BAD IDEAL



Karen DeBerjeois <kdeberje@keywestcity.com>

Major Development Plan - 951 Caroline Street (RE# 00002970-000000)

1 message

Craig Hunt <holidayout@hotmail.com>
To: kdeberje@keywestcity.com

Tue, Nov 13, 2012 at 6:08 AM

Karen,
I would grateful if you would add the attached email from Mrs. Shirley Freeman to the 11/15/2012 Planning board and to the 12/4/2012 City Commissioners packages.
Thank you.
Craig Hunt

Cell 305-923-9438

 **Shirley Freeman.pdf**
15K

From: "Shirley Freeman" <shirleyfreemankeywest@gmail.com>

Date: November 12, 2012, 6:06:58 PM EST

To: <Jweekley@keywestcity.com>, "Craig & Cheryl Cates" <catesauto@aol.com>, "Teri Johnston" <tjohnsto@keywestcity.com>, <mrossi@keywestcity.com>, <clopez@keywestcity.com>, <bwardlow@keywestcity.com>, <tyaniz@keywestcity.com>, <craig@conchharbormarina.com>

Subject: Conch Harbor Expansion on Caroline Street

Dear Mr. Mayor and Commissioners: My recommendation is to vote YES on the Conch Harbor expansion to accommodate a larger West Marine Store at 951 Caroline. Mr. Craig Hunt, the developer, has met with the Key West Bight Neighbors several times from the beginning, and has made several changes to his plans as suggested by the neighbors. Personally, I think it is a swell project and will add more economic life to the area and fit in well with the landscape.

To my knowledge, there is no opposition to the project. Thanks for your service to the community. Shirley

Shirley Freeman

724 Eaton Street, Key West, FL 33040

305-294-2725, cell 305-304-1975

shirleyfreemankeywest@gmail.com

P Please consider the environment before printing this email

Major Development Plan - 951 Caroline Street (RE# 00002970-000000) – A request to amend a Major Development Plan and Conditional Use approval (CC Res. 99-225) in the HRCC-2 zoning district per Section 108-91(A.)2(b); and minimum landscaped areas per Section 108-412(a) and to modify landscaping standards along street frontage per Section 108-413(b) of the Land Development Regulations of the Code of Ordinances of the City of Key West.

Vice-Chairman Root recused himself from this request due to a conflict of interest of financial gain.

The owner, Mr. Craig Hunt, gave members an overview of the Major Development Plan and Variance request.

The applicant, Owen Trepanier, Trepanier & Associates, Inc. gave members an overview of the Major Development Plan and Variance request (item #4).

Mr. Cunningham gave members an overview of the Major Development Plan as well as the Variance request (item # 4).

Mr. Browning disclosed that he has a business arrangement with the applicant, Owen Trepanier.

Mr. Browning inquired about the ingress to the building and confirmed they are on ground floor and that the building is flood proof. Mr. Browning inquired why there was not another entrance; the West Marine declined additional entrances due to security.

There were no public comments.

A motion to approve the Major Development Plan with conditions listed below, was made by Mr. Oropeza and seconded by Mr. Gilleran.

Condition to be completed prior to the issuance of building permits:

- The City Commission approves a Parking Agreement for the reservation of 49 spaces in the Park-n-Ride facility. Any potential user will pay the applicable hourly/daily rates in addition to the reservation fees already assessed for the applicant.

Condition to be completed prior to the issuance of a Certificate of Occupancy:

- All five (5) auto and 123 bicycle scooter-parking spaces are installed.

Motion was carried by unanimous voice vote.

SO ORDERED.

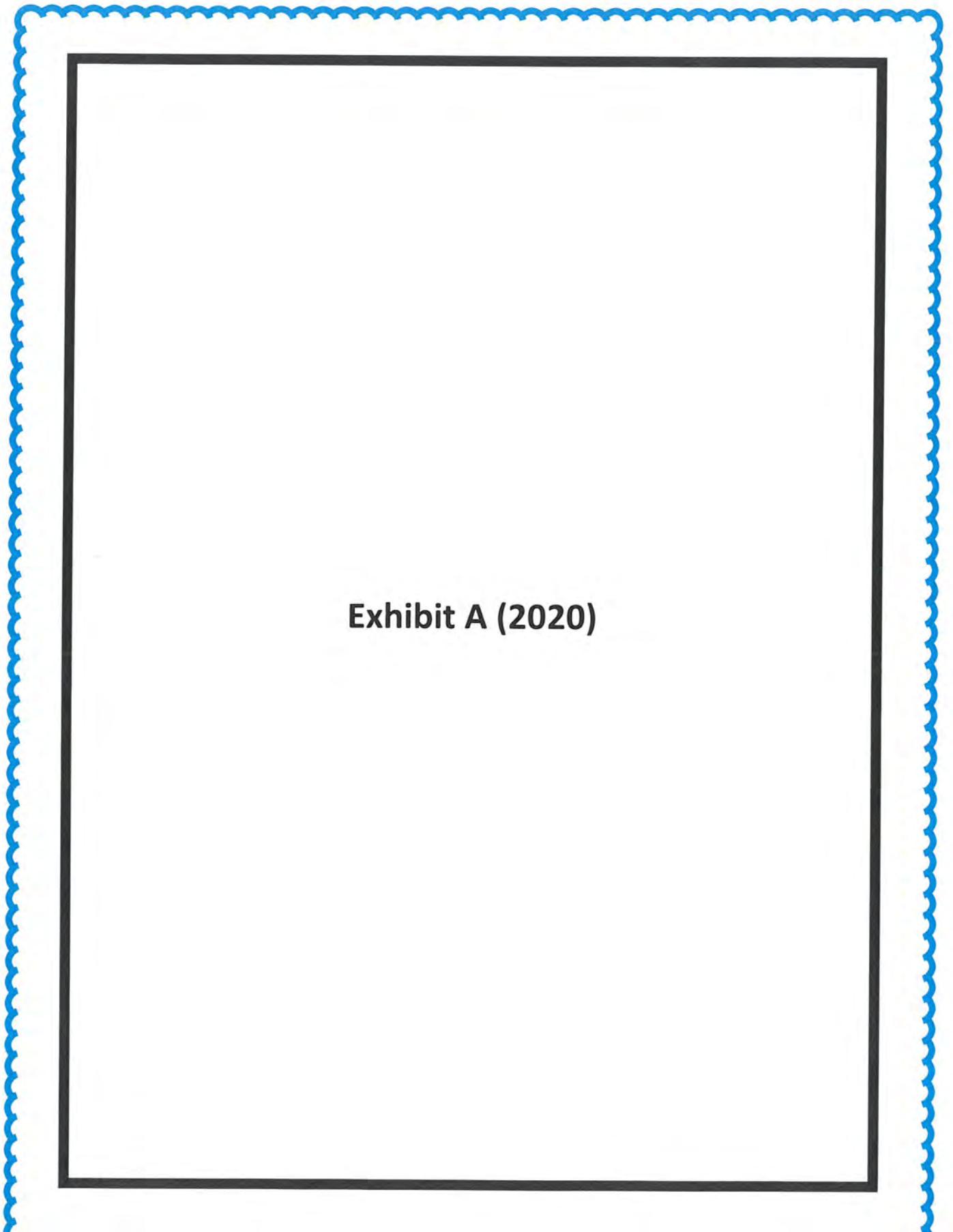


Exhibit A (2020)

RESOLUTION NO. 99-255

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF KEY WEST, FLORIDA, APPROVING THE ATTACHED MAJOR DEVELOPMENT PLAN FOR THE CONCH HARBOR PROPERTY AT 909 CAROLINE STREET; PROVIDING CONDITIONS; PROVIDING FOR AN EFFECTIVE DATE

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF KEY WEST, FLORIDA, AS FOLLOWS:

Section 1: That the attached Major Development plan is hereby approved, provided that the applicant fulfills the conditions of the Key West Planning Board contained in the attached memorandum, and furthermore fulfills conditions Option B, items 1-3, also contained in the attached memorandum.

Section 2: That the City Manager is hereby authorized to execute an amendment to the Parking Agreement between the City and Conch Harbor Marina Associates, Ltd. to reflect the use of 54 parking spaces in the Old Town Garage.

Section 3: That this Resolution shall go into effect immediately upon its passage and adoption and authentication by the signature of the presiding officer and the Clerk of the Commission.

Passed and adopted by the City Commission at a meeting held this 20TH day of JULY, 1999.

Authenticated by the presiding officer and Clerk of the Commission on JULY 21, 1999.

Filed with the Clerk JULY 21, 1999.

Sheila K. Mullins
SHEILA K. MULLINS, MAYOR

ATTEST:
Cheryl Smith
CHERYL SMITH, CITY CLERK

EXECUTIVE SUMMARY

To: Key West City Commission
From: Ty Symroski, City Planner *TS*
Date: June 25, 1999
RE: Conch Harbor, 909 Caroline Street

THE PROJECT

- 1) A revised major development plan for proposed construction of two retail buildings (6,920 and 858 S.F.), a restaurant (6,279 s.f.) a pool with pool bar, and a laundry/restroom facility; two phases are being presented at this time—phase "A" will rely upon the leasing of parking spaces from the city while phase "B" provides all parking. The project is more specifically described below in Table 1.

Table 1.

USE	CURRENT PROPOSAL (sq. ft.)
Retail	858
Retail	6,920
Kitchen & Dining	4,437
Covered Seating	818
Main Bar	1,024
Pool bar	612
Restrooms for site	462
Shower/Restroom	1,000

- 2) Project Location:
A) Street Address: 909 Caroline Street
B) RE Number: 297

PREVIOUS CITY ACTIONS

HARC: The Historic and Architectural Review Commission (HARC) reviewed the plans on March 24, 1999. HARC approved " the scheme A building, on the plans without the parking structure" and "that at such time a parking structure is needed they [the applicant] can come back to HARC for design review.

City Commission: The City Commission approved a parking agreement (Resolution 98-298) to allow Conch Harbor to designate the City's parking garage as meeting the parking requirements. This agreement basically allows the applicant to not provide parking on-site until the City's parking garage is too crowded. In the interim, the applicant will pay

the City \$350.00 per space per year and direct customers to the City's garage. The common sense of this agreement is that it prevents parking garages being built next to each other and in competition with each other. The City Commission consented to assignment of this agreement to the new owners (Resolution 99-14)

DEVELOPMENT REVIEW COMMITTEE RECOMMENDATIONS

See attached minutes of February 25, 1999.

PLANNING STAFF ANALYSIS

The following analysis was presented to the Planning Board for their meeting on June 17, 1999.

- 1) Density / Intensity (Floor Area Ratio): This site is designated as HRCC-2. The permitted floor area ratio (FAR) is 0.5. The area of the site is 82,200.07 sq. ft.¹ and a total floor area of 41,100 sq. ft. is allowed. The proposal includes 17,132 Sq. ft. of floor area and therefore complies. The downstairs parking does not count as floor area because the clearance is 7 feet. The covered plaza is not considered to be floor area because of the wide-open aspect.
- 2) Building Coverage: The Land Development Regulations allow a 50% building coverage. Plan B lists the coverage at 35,470 sq. ft. However, the staff believes that number incorrectly counts the garage, ramp and restroom ramp and the building coverage is 41,888 sq. ft. or 788 sq. ft. more than the 41,100 sq. ft. allowed.
- 3) Impermeable Coverage: 49,321 is allowed, 46,733 is proposed.
- 4) Open Space: Fifty percent (41,100 sq. ft.) is required. The applicant complies with the requirement by having landscaping of 21,360 sq. ft. (26 %) and active recreation (the pool & deck and the uncovered area of the plaza) of 19,963 sq. ft. (24 %) for a total of 41,323 sq. ft (50.3 %).
- 5) Building Coverage: Fifty percent (41,100) is allowed, 30,659 is proposed.
- 6) Parking:
 - A) Agreement with the City for use of the parking garage: As specified earlier, the City Commission approved a parking agreement (Resolution 98-298) to allow Conch Harbor to designate the City's parking garage as meeting the parking requirements. However, as part of this agreement, the applicant must obtain site plan approval for the prospective on-site parking facility. Therefore, in order for this project to go forward, the scheme B, with on-site parking, must be approved. The only difference between this project and other projects is that the applicant will not be required to build the parking until some time in the future.
 - B) It should be noted that several citizens questioned whether the City was getting sufficiently compensated for such an arrangement. In the Planning

¹ Hildebrandt survey

- Staff's opinion, this is not an appropriate question during review of the Development Plan.
- C) Number of spaces: 110 spaces are required, 110 spaces are proposed. Compact spaces are proposed for the front area if it is ever required and would account for 40%. This percentage will require a special approval from the City Commission if the project is approved.
 - D) Handicapped Spaces: The proposed layout was discussed with the bicycle pedestrian coordination, Jim Malcolm, who did not voice an objection.
 - E) Bicycle Spaces: The plans provide more bicycle spaces than required by the Land Development Regulations and of a size and location also consistent.
 - F) Scooter Parking: The Land Development Regulations do not require scooter parking. However, the Planning Staff recommends that the applicant begin to anticipate such use.
- 7) Traffic Congestion: This property is at the five-point intersection of Grinnell St. Caroline Street, and Trumbo Road. Based on direct observations, this intersection is a busy intersection but appears to be operating acceptably. The Planning Staff was previously concerned with the build-out of this property and the ferry terminal. This concern has been somewhat alleviated by the reduction in the project and the accommodation for bicycle parking. The traffic will also be less impacted by the parking agreement to direct parking to the parking garage.
 - 8) "Back of House", Service entrance, Easement: A loading space of 12 wide and 50 feet long is required. This is the purpose of the easement on the west side of the property. However, if a standard semi-truck (used for many local restaurants) did actually use this easement, there is no way such a truck could turn around and the truck would have to back out onto Caroline Street. The Planning Department believes this is not optimal and recommends further consideration be given to connecting with the parking lot in Lands End Village.
 - 9) Lighting and Landscaping, Coordinate with Buque Bus and Open Space: The applicant has verbally stated they have coordinated with the Buque bus. The plan now shows the driveways for Buque Bus.
 - 10) Landscaping: The Planning Staff has not confirmed with the City's landscape coordinator whether the plan complies with the landscape requirements.
 - 11) Stormwater Management: The applicant has provided a conceptual drainage plan that relies on swales, injection wells, and turf block.
 - 12) Impermeable Surface Coverage: The plans indicate the impermeable coverage at 46,733 sq. ft, or approximately 2,600 sq. ft. less than the 49,321 sq. ft. required.
 - 13) Turf Block: The plans indicate a use of turf block. The applicant has submitted specifications for this as being a GrassPave. The City engineer recommends the GravelPave for the traffic areas.
 - 14) Soil Contamination: At the meeting the applicant listed that the contaminated soil would be contained by placing fill on the site.
 - 15) Number of Employees: The applicant previously projected there would be 182 permanent employees. With the revised plans, there most likely will be a reduction in the proposal. The Planning Staff is concerned that the only way to fill these jobs will be to bring new workers into the community and that this will exacerbate the housing problem. For instance in the Wed. March 10, 1999 classified

advertisements, there were at least 310 jobs listed and only five advertisements for roommates and only 20 listings for houses or apartments (only 2 of 8 apartments were less than \$1,000 per month. It is recommended that the applicant install features to maximize productivity and thus reduce the number of employees required.

- 16) General Appearance & View of the Water: Several people raised the concern that the view of the harbor would be significantly reduced. The applicant stated at the last Planning Board meeting that the fill required to contain the contaminated soil would be the primary culprit to blocking the view.

The Planning Staff believes the existing plan is much better than previously proposed. There no longer is the proposed 2,000 restroom at the end of Grinnell Street. Also, the wider opening and large plaza will provide better views.

Finally, this project greatly over complies with the setback requirements from Caroline Street and the water.

PLANNING BOARD RECOMMENDATIONS

This project was first heard at the Planning Board meeting of March 18, 1999, prior to the HARC approval. The plans were revised and the Planning Board again heard the project on April 15, 1999. At that time the project consisted of 11,442 sq. ft. of retail space and a restaurant with Tiki huts with the prospect of a 3 story parking garage along Caroline Street at some time in the future. In response to the concerns, the project was significantly changed to the size described above. The primary changes were reducing the size of the retail and restaurant and deleting a three story-parking garage proposed for phase B when parking would no longer be available at the city garage on Caroline Street.

At the meeting of June 17, 1999, the Planning Board reviewed the above analysis by the Planning Staff and heard public opinion. After discussion the Planning Board then voted to recommend the City Commission approve this project with the following conditions and stipulations:

- 1) The landscape plan must be worked out in accordance with City regulations and the appropriate authorities;
- 2) Should the City require the existing Park and Ride facility (at Caroline and Grinnell Streets) for its own uses, and exercise its option to remove the "Conch Harbor" people (under parking agreement), then parking for "Scheme B" shall be done in accordance with the City's requirements and if that is not done in the specified time, "Conch Harbor" occupational licenses are lost (forfeit) or withdrawn until that is accomplished;
- 3) Approval is subject to City staff reviewing and approving service area functions including garbage removal, deliveries, and circulation to and through other parking and delivery areas;
- 4) Approval is subject to further HARC review and approval;

- 5) Bicycle parking is to be provided along Caroline Street under Scheme "A" and Scheme "B";
- 6) The revised project is subject to approval by the City Engineer and all City agencies;
- 7) A sidewalk is to be provided along Grinnell Street on the plans' south side, with appropriate lighting and landscaping; and
- 8) Within 60 days of City Commission action, if there is approval with or without conditions, there shall be provided copies of a final development plan with all conditions listed to be stamped and signed by the City Planner and the Chairman of the Key West Planning Board.

OPTIONS:

Option A. Approve the project with the Planning Board conditions.

Option B. Approve the project with Planning Boards conditions and stipulations and with the following three additional stipulations and findings:

- 1) Approval that 40% of the parking spaces at phase B may be compact spaces as shown,
- 2) The restrooms will be accessed from the plaza, and
- 3) Height of the parking will not exceed 7 feet.

Option C. Deny the project. Specific reasons for denial should be listed.

ADVANTAGES AND DISADVANTAGES:

Option A will implement the Planning Board's recommendation and the result of a strenuous review at a public hearing. The disadvantage is that this options will exclude several small recommendations and housekeeping findings the Planning Staff had recommended.

Option B also includes the Planning Board's recommendation and will have the dvantage of facilitating a public use of the bathroom (rather than treat it as floor area for the stores). This option will also include two housekeeping findings.

Options A& B both have the advantage of approving a project that is significantly below the permitted density and intensity.

The disadvantage of approving the project in either Option A or B is that the housing situation may well get further exacerbated.

Option C, denying the project, has the advantage that the housing impact will not occur. The disadvantage is that there is currently no moratorium regarding housing impacts or fee for affordable housing (as raised at the Planning Board hearing).

Option C's disadvantage is that this current proposal is well below the permitted density and intensity, has an innovative method to direct traffic to the parking garage, will place a large green space at the entrance to the Key West Bight and will eliminate a surface parking lot. To deny this project would leave the property open for a plan in the future without such features.

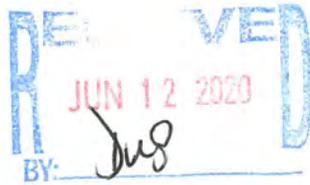
RECOMMENDATIONS:

The Planning Department recommends Option B. This has the advantage of the Planning Boards recommendations and including some general housekeeping findings of fact.

PLANS BEING REVIEWED:

SHEET	BY	DATED	REVISED
T-1	Title	06-06-99	06-03-99
ST1-A	Site (Ground Level/)	01-05-99	06-03-99
ST1-B	Site (Ground Level)	01-05-99	06-03-99
ST2-A	Site (Plaza)	01-05-99	06-03-99
ST2-B	Site (Plaza)	01-05-99	06-03-99
ST-3A	Enlarged Plan of Pool Area	06-03-99	06-03-99
ST-3B	Enlarged Plan of Pool Area	06-03-99	06-03-99
ST-4A	Concept Contour/Site Drainage Plan Ground Level	06-03-99	06-03-99
ST-4B	Concept Contour/Site Drainage Plan Ground Level	06-03-99	06-03-99
ST-5A	Conceptual Site Drainage Plan Plaza Level	06-03-99	06-03-99
ST5-B	Conceptual Site Drainage Plan Plaza Level	06-03-99	06-03-99
A-1	South Elevation East Elevation	06-03-99	NA
A-2	North Elevation	06-03-99	NA

June 12, 2020



Ms. Katie Halloran, Planning Director
City of Key West
1300 White Street
Key West, FL 33040

**RE: Parking Agreement between City of Key West and
Conch Harbor Retail Center, LLC
951 Caroline Street (RE# 00002970-000000)**

TREPANIER



& ASSOCIATES INC

LAND USE PLANNING
DEVELOPMENT CONSULTANTS



Dear Ms. Halloran,

Request:

This is a request for a deviation to a Major Development Plan and Conditional Use approval (Res. No. 99-225¹ as modified by Res. No. 12-362²) to amend the parking agreement entered into on January 24, 2013,³ between the City of Key West and Conch Harbor Retail Center, LLC.

The parking agreement (and Res. No. 12-362) contemplate a follow up study to evaluate the necessity of the additional parking provided for under the agreement. The follow-up study was performed on February 21 & 22, 2020, by KPB Consulting, Inc., and the results show the additional parking is not required.

¹ Exhibit A – Resolution No. 99-225

² Exhibit B – Resolution No. 12-362

³ Exhibit C – Parking Agreement – Approved by Res. No. 12-362 (see footnote 2 above)

Location:

951 Caroline Street (also known as Conch Harbor) is a marina facility located in the Key West Bight at the intersection of Caroline Street and Grinnell Street. The Property is zoned Historic Residential Commercial Core - Key West Bight District ("HRCC-2").



Background:

In 1999, the property was granted a Major Development Plan approval to redevelop the property from the old "Toxic Triangle" into Conch Harbor Marina (Res. No. 99-255).

In 2012, the property was granted a Major Modification to the Major Development Plan and variances to build the West Marine (Res. Nos. 2012-51,⁴ 2012-52,⁵ and 12-362⁶). As part of this approval package, the subject parking agreement was included.

The traffic associated with this site has been studied extensively. Three traffic-related studies have been performed; two by Traf Tech Engineering, Inc., and one by KBP Consulting, Inc.

Table 1 – Traffic-Related Studies

Study Date	Surveyor	Field Survey Dates	Purpose
08/17/2012 ⁷	Traf Tech Engineering, Inc.	NA	Calculate potential trip generation of West Marine using ITE
09/17/2012 ⁸	Traf Tech Engineering, Inc.	07/13/2012 – 07/14/2012	Calculate parking demand for community-at-large & site
03/09/2020 ⁹	KBP Consulting, Inc.	02/21/2020 – 02/22/2020	Survey parking used to reevaluate need for parking agreement

The first calculated the forecasted trips to be generated as a result of the proposed redevelopment using the Institute of Transportation Engineers Trip Generation (8th Edition).¹⁰ The second was a parking study which calculated the parking demand for the community-at-large and with respect to locating a West Marine within the area. The third was a parking utilization study performed five years after the opening of the West Marine, in accordance with Res. No. 12-362 and the subject parking agreement, to reevaluate the necessity of the parking agreement as written.

⁴ Exhibit D - Resolution No. 2012-51

⁵ Exhibit E - Resolution No. 2012-52

⁶ See footnote 1 above

⁷ Exhibit F – 2012 August 17, Traf Tech Engineering, Inc., Trip Generation Analysis

⁸ Exhibit G – 2012 September 17, Traf Tech Engineering, Inc., Conch Harbor Marina Parking Study

⁹ Exhibit H – 2020 March 9, KBP Consulting, Inc., West Marine Parking Utilization Study

¹⁰ The trip generation calculations of the 8th Edition used in the 2012 traffic study remain the same in the 10th edition (the most current edition).

This initial traffic study calculated a total of approximately 26 peak hour trips generated by the site (pre-development of West Marine), and a total of approximately 41 peak hour trips generated by the site (post-development of West Marine). The study predicted an increase of 15 peak hour trips (pedestrian, bicycle/scooter, and auto) generated as a result of the West Marine.

The second study, the initial parking study, determined that based on the available parking provided onsite, on-street, and in public and private parking lots there was ample parking available for the proposed redevelopment and the needs of the community-at-large for the KW Bight area. Further, this study surveyed a total of 33 auto spaces utilized at peak hour of the 66 onsite auto spaces.

Following these two traffic studies, City staff suggested Conch Harbor lease spaces from the City for a minimum of 3 years in case the onsite parking proved insufficient. The agreement contemplated re-studying the parking not sooner than 3 years following the agreement to evaluate the need.

Since the approval, the on-site parking has proved sufficient for the operation of the property. West Marine and Conch Harbor have not needed to rely on the spaces at the Park and Ride, therefore, we began working with the planning and the engineering departments toward the end of 2018 to layout a methodology for the follow-up study.

The third study, the most recent parking study, was performed on February 21 & 22 of this year (study attached). determined that no more than seven auto parking spaces are utilized peak hour by both customers and employees. Therefore, based on the auto parking demand of West Marine the available, dedicated 13 spaces is nearly double the necessary number required for West Marine. KBP Consulting, Inc., concluded that:

"During the data collection time period, at no time did the number of West Marine-related vehicles parked in parking spaces designated for West Marine customers and employees exceed seven (7) vehicles. As such, the current parking supply of 13 parking spaces within the areas designated for West Marine operations is considered to be more than adequate to meet the typical peak day and peak season parking demand. Therefore, the reservation and/or utilization of parking spaces within the City's parking garage located across Caroline Street is unwarranted."

Table 2 – Prior Approvals

Approval	Purpose	Status
<i>Res. No. 93-533¹¹</i>	<i>City of Key West enters into lease agreement with Utility Board of the City of Key West to build 300 space parking: 50 spaces dedicated to employees of the City Electric System (now Keys Energy) and 250 spaces to be generally used as Park and Ride.</i>	<i>Parking facility built; Active lease expires 12/31/2023</i>

¹¹ Exhibit I – Resolution No. 93-533

Res. No. 95-324 ¹²	Preliminary development agreement to rehabilitate and reconstruct a fueling station onsite, non-exclusive easements for public pedestrian and vehicular and non-vehicular access along the east- and water-sides of the property, and include site in a Key West Bight comparative redevelopment review.	Complete
Res. No. 98-298 ¹³	Parking agreement between Conch Harbor, Inc., and the City of Key West.	Amended by Res. No. 12-362
Res. No. 99-225 ¹⁴	Major development plan constructing retail buildings, restaurant, pool and pool bar, laundry and restroom facility, and parking garage with three conditions – two relating to development of an onsite parking garage, one relating to access to restrooms.	Complete
Res. No. 2012-51 ¹⁵	Major modification to a major development plan approved by Res. No. 99-225 and conditional use to redevelop the property to locate a West Marine onsite. Requires City Commission approve a parking agreement.	Complete
Res. No. 2012-52 ¹⁶	Variance to building coverage, impervious surface ratio, front and street-side setback requirements, and parking requirements. Requires City Commission to approve a parking agreement.	Complete
Parking Agreement 01/24/13 ¹⁷	Approved by Res. No. 2012-52, Conch Harbor enters into parking agreement with City of Key West. Potentially expires 12/31/23.	Active
Res. 12-362 ¹⁸	Major modification to a major development plan approved by Res. No. 99-225 to locate a West Marine onsite. Amends parking agreement approved by Res. No. 98-298 with new parking agreement determining parking requirements and compensation.	Complete & Contemplates reevaluation of parking agreement

In 2012, the City of Key West determined that the proposed redevelopment required 144 auto parking spaces and 38.5 bicycle/scooter parking spaces. Based on the traffic and parking studies, the applicant proposed 74 onsite auto spaces (66 had previously been required), and 123 bicycle spaces. Using bicycle substitution, substituting 21.1 auto spaces, the City determined an auto parking need of 122.9 (123) auto spaces and a remaining auto parking need of 48.9 (49) auto spaces.¹⁹ The subject parking agreement requires Conch Harbor pay \$4,001.82 per month to reserve 49 spaces at the Grinnell Street Park & Ride.²⁰

Currently, 13 auto spaces are specifically devoted to West Marine.

Analysis:

¹² Exhibit J – Resolution No. 95-324

¹³ Exhibit K – Resolution No. 98-298

¹⁴ See footnote 1 above.

¹⁵ See footnote 4 above.

¹⁶ See footnote 5 above.

¹⁷ See footnote 3 above.

¹⁸ See footnote 2 above.

¹⁹ Exhibit L – Conch Harbor Parking Worksheet – drafted by 2012 City of Key West Planning Department and approved by Res. 12-362 as Exhibit B of the Parking Agreement (see footnote 3 above).

²⁰ Exhibit M – City of Key West Invoice to Conch Harbor, dated 05/27/20

In most development approvals, we must base parking demand on the code requirements. In this case, code requirements were determined to dictate 123 auto spaces for the entire property, an actual overestimation of 83 auto spaces, whereby the actual parking demand for the entire property is 40 auto spaces. In the case of West Marine, the predicted parking demand was based on specific traffic and parking demand studies. However, even those specific studies resulted in over estimations of actual parking demand. The 2012 traffic studies calculated the potential increased traffic generated by the then proposed West Marine to be approximately an additional 15 peak hour trips, increasing total traffic to 41 peak hour trips generated by all uses at Conch Harbor. The 2012 traffic studies additionally surveyed the onsite parking demand prior to the development of the West Marine, whereby 33 auto parking spaces were utilized of the 66 available onsite.

Table 3 – Actual Parking Needs

		ITE ²¹	Parking Demand	Onsite Parking	Difference in Parking
Pre-Development of West Marine		26	33 ²²	66	+33
Post-Development	West Marine	15	7 ²³	13	+6
	All Other Uses	26	33 ²⁴	61	+28
	Entire Site	41	40	74	+34

The data of the parking utilization study of 2020 determines the actual auto parking demand of West Marine is seven auto spaces – an excess of six auto spaces onsite designated to West Marine. The pre-West Marine uses of the marina facility remained onsite following the development of the West Marine and have a demand of 33 auto parking spaces – an excess of 28 auto spaces onsite, excluding the parking designated for West Marine. The West Marine and all other uses have an actual demand for 40 auto spaces. This actual demand is fully satisfied by the 74 auto parking spaces provided onsite and creates an excess of 34 auto spaces.

Conclusion:

It is the conclusion of Trepanier & Associates that the current parking agreement between Conch Harbor and the City of Key West be terminated due to its unnecessary nature based on actual parking demand data. The parking agreement was implemented due to the unknown actual parking demand of the then proposed West Marine. Now that West Marine has been in operation for approximately five (5) years, the actual parking demand is quantifiable and the traffic engineer has determined the available onsite parking exceeds the actual demand by nearly 2:1.

²¹ 2012 Trip Generation Calculations; see footnote 6 above.

²² The maximum parking utilized at peak hour surveyed onsite in 2012 and used to establish the parking demand of all onsite uses prior to the development of the West Marine; see footnote 7 above.

²³ The maximum parking utilized at peak hour of the parking spaces designated for West Marine in 2020.

²⁴ All other uses maintain the same parking demand as that of pre-West Marine; see footnote 19 above.



EXECUTIVE SUMMARY

To: Bob Vitas, City Manager
Through: Donald Leland Craig, AICP, Planning Director
From: Brendon Cunningham, Senior Planner
Date: December 4, 2012

ACTION STATEMENT:

Major Development Plan - 951 Caroline Street (RE# 00002970-000000) - A request to amend a Major Development Plan and Conditional Use (CC Res. 99-225) approval in the HRCC-2 zoning district per Section 108-91(A.)(2)(b); and to modify landscaping standards along street frontage per Section 108-413(b) and minimum landscaped areas per Section 108-412(a) of the Land Development Regulations of the Code of Ordinances of the City of Key West.

Location: 951 Caroline Street (RE#00002970-000000)
Zoning: Historic Residential Commercial Core (HRCC-2) zoning district



BACKGROUND:

The site has been the location of the Conch Harbor Marina since 2003. The property consists of two restaurants and retail shops over a parking garage containing 66 spaces. There is a pool with cabanas, a boardwalk and pier for boat slips with an attached fueling station. As part of the previous approval, a landscaped area was set aside in the front of the development in anticipation of further parking needs. Currently, the total parking requirements are met by the existing on-site parking garage and an agreement between the owner and the City to secure designated parking in the Park-n-Ride garage across the street. That agreement will be voided as part of this amendment. As a result, a variance application, to include parking, is part of this process. A condition of approval will be the granting of a variance to parking requirements. The applicant will then seek to obtain a parking agreement to counter the number of parking spaces granted in the variance.

City Actions:

Development Review Committee Meeting: July 26, 2012
HARC Meeting, #H12-01-1180: August 15, 2012
Tree Commission Meeting: August 16, 2012
Planning Board Meeting: November 15, 2012
City Commission Meeting: December 4, 2012

PLANNING STAFF ANALYSIS:

The applicant is proposing an amendment to a Major Development Plan and Conditional Use application to allow the construction of a 13,500 square foot addition to the existing development to house West Marine, a ship’s chandlery and marine specialty store. This addition will be located on the landscaped area dedicated for future parking.

The property is located within the HRCC-2 zoning district. This district is guided by Section 122-716 (5) which requires the implementation of urban design schemes that attract and encourage pedestrian traffic. To that end, the design brings the building close to the street. By doing so, building and impervious coverage’s, front-yard setback and on-site parking requirements are difficult to meet. The property has 66 existing off-street parking spaces and will add five more for a total of 71 on-site spaces. The physical land constraints of the property are not conducive for providing the required additional 72, for a total of 143 total parking spaces.

Data Table

Variance to:	Required/Allowed	Existing	Proposed
Building Coverage	50%	40.1%	56.8%
Impervious Surface Ratio	60%	69.5%	86.1%
Front-yard Setback	10 feet	43.9 feet	5.6 feet
Street-side Setback	7.5 feet	9 feet	0 feet
Parking Requirements- Auto	144	66	71
Bicycle / Scooter	25% - 31 spaces	64	123

The applicant requested that bicycle parking be substituted for 31 auto spaces: 123 bicycle by 4 equals 31 auto spaces (Sec. 108-574 & 108-576). This would bring the total on-site parking to 102 spaces: 71 auto plus 31 bicycle/auto equivalent equals 102 total spaces. The remaining variance request would be for 41 spaces. The Planning Board heard a request for variances to the

additional required spaces which it recommended approval for on November 15, 2012. Additionally, the applicant proposes a parking agreement with the City for space in the Park-n-Ride to reserve 49 parking spaces for use by staff and customer over-flow.

Options / Advantages / Disadvantages:

Option 1: Approve the Major Development Plan/Conditional Use.

1. **Consistency with the City's Strategic Plan, Vision, and Mission:** The property is located within the HRCC-2 zoning district. This district is guided by Section 122-716 (5) which requires the implementation of urban design schemes that attract and encourage pedestrian traffic. This is consistent with the City's Strategic Plan, Vision, and Mission.
2. **Financial Impact:** There is an anticipated financial impact. According to the Monroe County Property Appraiser the project is expected to generate \$20,000 to \$30,000 in new ad valorem taxes.

Option 2: Deny the Major Development Plan.

1. **Consistency with the City's Strategic Plan, Vision, and Mission:** The denial of the request is not consistent with the City's Strategic Plan, Vision, and Mission.
2. **Financial Impact:** Denying the request may cause the city to lose the opportunity for a significant improvement to the health, safety and welfare of the City.

RECOMMENDATION: Staff Recommends the City Commission approve Option 1 with the following conditions:

The Planning Department, based on the criteria established by the Comprehensive Plan and the Land Development Regulations, recommends the request for Major Development Plan and right-of-way waiver/modification be **approved** with the following conditions:

Condition to be completed prior to the issuance of building permits:

The City Commission approves a Parking Agreement for the reservation of 49 spaces in the Park-n-Ride facility. Any potential user will pay the applicable hourly/daily rates in addition to the reservation fees already assessed for the applicant.

Condition to be completed prior to the issuance of a Certificate of Occupancy:

All five (5) auto and 123 bicycle scooter-parking spaces are installed.

RESOLUTION NO. 12-362

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF KEY WEST, FLORIDA, APPROVING A MAJOR MODIFICATION TO THE MAJOR DEVELOPMENT PLAN AND CONDITIONAL USE APPROVAL PREVIOUSLY APPROVED BY RESOLUTION 99-225 FOR THE PROPERTY LOCATED AT 951 CAROLINE STREET (RE #00002970-000000); PROVIDING CONDITIONS; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, section 108-91C(3) and (4) of the Code of Ordinances allows applicants to request major modifications to major development plans, including changes to specific conditions of development approvals, and those requests are required to be treated in the same manner as the original approval; and

WHEREAS, the Key West City Commission approved a major development plan and conditional use for the property in Resolution No. 99-225; and

WHEREAS, the applicant requested to modify the design of the Major Development Plan and modify conditions of City Commission approval granted in Resolution No. 99-225; and

WHEREAS, in Planning Board Resolution No. 2012-51 the Planning Board of the City of Key West recommended approval and found the modifications to the Major Development Plan to be in harmony with the general purpose and intent of the Land Development Regulations, and not injurious to the neighborhood, or otherwise detrimental to the public welfare; and

WHEREAS, in Planning Board Resolution No. 2012-52 the Planning Board of the City of Key West approved the applicant's variance request from the parking requirements contained in section 108-572(16) of the Land Development Regulations.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF KEY WEST, FLORIDA, AS FOLLOWS:

Section 1: That the above recitals are incorporated by reference as if fully set forth herein.

Section 2: That the proposed major modification to major development plan and conditional use for 951 Caroline Street is hereby approved, with conditions as set forth in Planning Board Resolution Number 2012-51, and described herein.

Section 3: That approval to the requested major modification is conditioned upon the following supplemental and modified requirements:

Conditions to be completed prior to or in conjunction with the issuance of building permits:

1. The applicant shall enter into a Parking Agreement to effectuate the provisions contained in Planning Board Resolution No. 2012-52 in a form approved by the Planning Director and the City Attorney. The City Manager is hereby authorized to execute the Parking Agreement in behalf of the City.

Conditions to be completed prior to the issuance of certificate of occupancy:

2. All five (5) auto and 123 bicycle/scooter parking spaces are installed.

Section 4: That this Resolution shall go into effect immediately upon its passage and adoption and authentication by the signature of the presiding officer and the Clerk of the Commission and is subject to appeal periods as provided by the City of Key West Code of Ordinances (including the Land Development Regulations). After the City appeal period has expired, this permit or development order will be rendered to the Florida Department of

Community Affairs. Pursuant to Chapter 9J-1, F.A.C., this permit or development order is not effective for forty five (45) days after it has been properly rendered to the DCA with all exhibits and applications attached to or incorporated by reference in this approval; that within the forty five (45) day review period the DCA can appeal the permit or development order to the Florida Land and Water Adjudicatory Commission; and that such an appeal stays the effectiveness of the permit until the appeal is resolved by agreement or order.

Passed and adopted by the City Commission at a meeting held this 4th day of December, 2012.

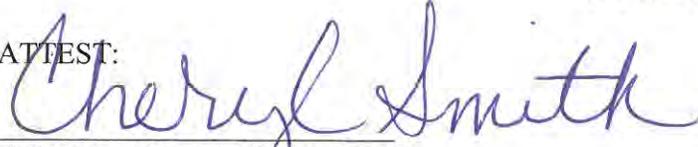
Authenticated by the presiding officer and Clerk of the Commission on December 5, 2012.

Filed with the Clerk December 5, 2012.



CRAIG CATES, MAYOR

ATTEST:



CHERYL SMITH, CITY CLERK

**PLANNING BOARD RESOLUTION
NUMBER 2012-51**

**A RESOLUTION OF THE KEY WEST
PLANNING BOARD GRANTING APPROVAL
OF A MAJOR MODIFICATION TO A MAJOR
DEVELOPMENT PLAN AND CONDITIONAL
USE APPROVAL FOR PROPERTY LOCATED
AT 951 CAROLINE STREET (RE# 00002970-
000000), KEY WEST FLORIDA; PROVIDING
FOR AN EFFECTIVE DATE.**

WHEREAS, the subject property is located in the Historic Residential Commercial Core (HRCC-2), zoning district; and

WHEREAS, Section 108-91C(3) and (4) of the Code of Ordinances allows applicants to request Major Modifications to Major Development Plans including changes to specific conditions of development approvals and those requests are required to be treated in the same manner as the original approval; and

WHEREAS, the original Major Development Plan and Conditional Use proposal was recommended for approval by the Planning Board through Resolution 1999-010 and was subsequently approved by the City Commission through Resolution 99-225; and

WHEREAS, the applicant requested to amend the approval to include the addition of

RWF Chairman

DC Planning Director

13,500 square feet of commercial floor area; and

WHEREAS, this matter came before the Planning Board at a duly noticed public hearing on November 15, 2012; and

WHEREAS, the granting of a combined Conditional Use and Major Modification to the Major Development Plan is consistent with the criteria in the code; and

WHEREAS, the recommendation of approval of the combined Conditional Use and Major Modification to the Major Development Plan is in harmony with the general purpose and intent of the Land Development Regulations, and will not be injurious to the neighborhood, or otherwise detrimental to the public welfare; and

WHEREAS, the approval is consistent with the criteria in the Code; and

NOW, THEREFORE, BE IT RESOLVED by the Planning Board of the City of Key West, Florida:

Section 1. That the above recitals are incorporated by reference as if fully set forth herein.

Section 2. That an amendment to a Major Development Plan and Conditional Use to Resolution 1999-010 per Section 108-91(A.)(2)(b); and to modify landscaping standards along street


Chairman


Planning Director

frontage per Section 108-413(b) and Section and minimum landscaped areas per Section 108-412(a), under the Code of Ordinances of the City of Key West, Florida, is hereby recommended for City Commission approval for property located at 951 Caroline Street (RE#00002970-000000).

Condition to be completed prior to the issuance of building permits:

The Parking Agreement is approved by the City Commission.

Condition to be completed prior to the issuance of a Certificate of Occupancy:

All five (5) auto and 123 bicycle scooter-parking spaces are installed.

Section 3. This Conditional Use request and Major Modification to a Major Development Plan application recommended for approval to the City Commission, does not constitute a finding as to ownership or right to possession of the property, and assumes, without finding, the correctness of applicant's assertion of legal authority respecting the property.

Section 4. This resolution shall go into effect immediately upon its passage and adoption and authentication by the signatures of the presiding officer and the Clerk of the Commission.

Section 5. This resolution is subject to appeal periods as provided by the City of Key West Code of Ordinances (including the Land Development Regulations). After the City appeal period has expired, this permit or development order will be rendered to the Florida Department of Community

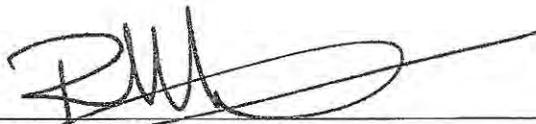

Chairman


Planning Director

Affairs. Pursuant to Chapter 9J-1, F.A.C., this permit or development order is not effective for forty five (45) days after it has been properly rendered to the DCA with all exhibits and applications attached to or incorporated by reference in this approval; that within the forty five (45) day review period the DCA can appeal the permit or development order to the Florida Land and Water Adjudicatory Commission; and that such an appeal stays the effectiveness of the permit until the appeal is resolved by agreement or order.

Read and passed on first reading at a meeting held this 29th day of November, 2012.

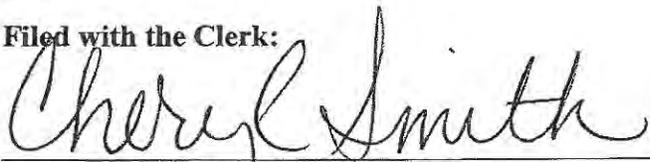
Authenticated by the Chairman of the Planning Board and the Planning Director.


Richard Klitenick, Chairman
Key West Planning Board
Date 11-19-2012

Attest:


Donald Leland Craig, AICP
Planning Director
Date 11-19-12

Filed with the Clerk:


Cheryl Smith, City Clerk
Date 11-19-12


Chairman


Planning Director

Exhibit M (2020)

City of Key West
Department of Transportation
www.kwtransit.com
www.cityofkeywest-fl.gov



5701 College Rd.
Key West, FL 33040
Phone: (305) 809-3910
Fax: (305) 292-8285

05/27/20

Conch Harbor Retail Center, Inc.
ginamkennedy@hotmail.com
951 Caroline Street
Key West, FL 33040

This invoice is provided by the Department of Transportation, City of Key West, and reflects services rendered your organization based on mutual agreement for these services.

Description	Quantity	Amount	Total Amount
**Monthly Parking Passes	10	*215.00	\$2,150.00
Reservation Agreement	39	44.17	1,722.63
Sales Tax / Reservation	39	3.31	129.19
Total Due			\$4,001.82

* Includes Sales Tax

Please submit payment to:
City of Key West
Department of Transportation
5701 College Road
Key West, FL 33041

If there are any discrepancies or questions please call us at 809-3910.

Exhibit L (2020)

Exhibit K (2020)

RESOLUTION NO. 98-298

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF KEY WEST, FLORIDA, APPROVING THE ATTACHED PARKING AGREEMENT BETWEEN THE CITY AND KEY WEST CONCH HARBOR, INC.; PROVIDING CONDITIONS; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, Key West Conch Harbor, Inc. has offered to pay the City an annual sum in lieu of providing parking on-site;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF KEY WEST, FLORIDA, AS FOLLOWS:

Section 1: That the attached Parking Agreement between the City and Key West Conch Harbor, Inc., is hereby approved, conditioned upon final site plan approval.

Section 2: That this Resolution shall go into effect immediately upon its passage and adoption and authentication by the signature of the presiding officer and the Clerk of the Commission.

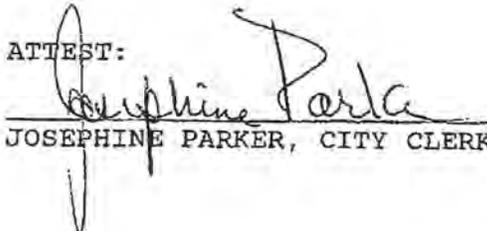
Passed and adopted by the City Commission at a meeting held this 4th day of August, 1998.

Authenticated by the presiding officer and Clerk of the Commission on August 10, 1998.

Filed with the Clerk August 10, 1998.


SHEILA K. MULLINS, MAYOR

ATTEST:


JOSEPHINE PARKER, CITY CLERK

98-298

PARKING AGREEMENT

THIS AGREEMENT is entered into this 11 day of AUGUST, 1998, between the City of Key West, Florida, a municipal corporation organized and existing under the laws of the State of Florida, (hereinafter, "City") and Key West Conch Harbor, Inc. (hereinafter "Conch Harbor").

WITNESSETH

Whereas, the owners and developers of the commercial property at 951 Caroline Street will be required by the City of Key West land development regulations to provide for parking in conjunction with commercial development; and

Whereas, Conch Harbor is able to provide all required parking on site but prefers to preserve an open view to the waterfront, green space and public thoroughfare to the Harborwalk; and

Whereas, there is currently available capacity at the Park and Ride facility to accommodate the parking needs of Conch Harbor; and

Whereas, the City of Key West Land Development Regulations Article XV Off Street Parking Section 3-15.3: provides that required parking areas may be located all or in part on a separate lot within 500 feet of the subject property ; and

Whereas, the parties agree that citizens of Key West and the visiting public will be served by preserved the design of Conch Harbor commercial property as open space, public pedestrian thoroughfares and waterfront view, while the City of Key West has available public parking facilities at the Park and Ride facility nearby to encourage the public parking in the area; and

Whereas, Conch Harbor is willing to compensate the City at a rate of \$350.00 per space per year in exchange for the City's temporary designation of the use of its municipal parking facilities to

meet Conch Harbor's parking requirements, which sum is in addition to any fee collected by the City from individuals using the municipal parking facilities;

NOW, THEREFORE, in mutual consideration of the benefits accruing to the parties through performance of the terms of this agreement, City and Conch Harbor agree as follows:

1. Parking Premises.

Subject to the terms and conditions hereof, and except as provided in Paragraph 4(c), City agrees that Conch Harbor may designate City of Key West municipal parking facilities located within 500 feet of 951 Caroline Street as meeting the parking requirements for Conch Harbor. Specifically, the designated parking area shall be the Park and Ride facility. Conch Harbor agrees that its employees shall direct customers to the Park and Ride for their parking.

2. Agreement Term.

The term of this Agreement shall be for one year, commencing with the completion of the Conch Harbor commercial development, defined as the date upon which a certificate of occupancy is issued for occupancy and use of the commercial/upland premises at Conch Harbor. Conch Harbor shall have the right to continue the Agreement automatically for successive one year periods or multiples thereof unless, due to a change in the City of Key West Land Development Regulations, Conch Harbor is no longer required to provide parking or Conch Harbor's parking requirement is substantially lessened. The parties may determine not to renew this agreement at any anniversary date, or upon the event of the City determining in its sole discretion that it desires to terminate this agreement, the City shall give Conch Harbor not less than 180 days notice that the agreement will end, and that Conch Harbor must provide its required parking on site. Upon the event of Conch Harbor determining not to renew, then it shall provide all parking on-site which would originally have

been required by the City's land development regulations. Absent mutual written agreement between the parties within the time provided above, this Agreement will automatically renew at the conclusion of its one year term and Conch Harbor shall have all rights hereunder, until affirmatively notified otherwise by City.

3. Compensation.

Conch Harbor agrees to pay to City as consideration for the designation of said municipal parking the sum of \$42,000.00 per annum or the amount of \$350.00 per required space, per year, based upon the anticipated need of 120 spaces, payable in equal monthly installments of \$3,500.00 each and every calendar month during the term of this agreement, or \$350.00 per space per year if the required parking is greater than or less than 120 spaces. All monthly payment installments are payable in advance on the first of each month, and shall be made to the City of Key West Finance Department. The first payment shall be made upon the execution of this Agreement, but not later than September 1, 1998, and shall be held by the City which shall place the deposit in escrow. Conch Harbor shall not be entitled to any interest on this deposit.

Any monthly payment not received by the tenth day of the month shall bear simple interest at 10% per annum from such sixth day until the date it is received. In addition, all payments received after the due date shall incur a \$50.00 administrative fee to cover the costs of collecting and processing late payments.

Nothing in this Agreement is intended to relieve a customer of Conch Harbor who is parking at the Park and Ride or any other City parking facility from paying the ordinary parking fee at that facility.

The City and Conch Harbor agree to adjust the annual rate of compensation every third year to reflect changes in the Consumer Price Index, consistent with that specified in similar leases for City of Key West commercial property leases.

4. Covenants of Conch Harbor ; Use of Facilities.

Conch Harbor covenants and agrees:

- (a) To pay all ad valorem tax, sales tax, federal income tax or any other tax which may become due and payable during the agreement term.
- (b) To promote use of the municipal parking generally within the promotion of Conch Harbor's business.
- (c) Not to build or otherwise develop surface parking or other parking facilities on Conch Harbor's property or property Conch Harbor may acquire in the Key West Bight and surrounding area(s) during the term of this Agreement; provided, however, that upon receipt of 180-days notice from the City, Conch Harbor will construct within that 180-day period all required parking on site in the park/plaza area depicted on a site plan to be submitted to the City. Therefore, Conch Harbor shall obtain site plan approval for the prospective on-site parking facility prior to commencing development.
- (d) Conch Harbor agrees to provide all required handicapped parking spaces on-site regardless of whether the remaining parking spaces may be provided off-site pursuant to this Agreement.

5. Covenants of City.

City hereby covenants and agrees:

- (a) To accept as Conch Harbor's required parking the designation of municipal parking spaces on a nonexclusive, nondesignated, nonreserved basis.

- (b) That pursuant to its ownership of the Park and Ride, and to the federal transportation grant that in part underwrote the construction of the Park and Ride, the City may enter into this Agreement.
- (c) To provide not less than 180-days, notice to Conch Harbor to terminate this Agreement.

5. Default: Termination.

The prompt payment for the designation of municipal parking upon the terms named, and the faithful observance of the City's rules, regulations and directives are the conditions upon which this Agreement is made and accepted, and any failure on the part of the Conch Harbor to comply with the terms of this Agreement or any of the rules and regulations or directives now in existence or which may hereafter be made may, at the option of the City, shall result in a termination of this Agreement. It is further covenanted and agreed between the parties that in case of default by Conch Harbor in the payment of any required sum herein provided for upon the day the same becomes due or payable or in the failure to perform any of the covenants of this lease, and such default shall continue for thirty (30) days after notice is given in writing by City, City may, at its option, declare the Agreement terminated and immediately require Conch Harbor to otherwise comply with the City's parking requirements contained in its Land Development Regulations.

The non-prevailing party agrees to pay all costs and expenses and a reasonable attorney's fee in the event legal action is taken by either party because of any violation of the terms of this agreement or of any code section, ordinance, regulation or rule applicable to the Conch Harbor's use of the City's municipal parking facilities, including but not limited to those governing the payment for same.

6. Assignment, Sale or Transfer

(a) Conch Harbor shall not sell or assign this Agreement or sublet its interests in the Agreement, without the consent by Resolution of the City Commission. Any tenant, assignee or successor in interest of Conch Harbor approved by the City Commission shall be subject to all the terms and conditions of this Agreement, unless the parties mutually agree to new or amended term and conditions. No such sale, assignment or sublease of any portion of Conch Harbor's interest at Key West Conch Harbor shall relieve it of its obligations to City hereunder.

(b) In the event the City sells or otherwise assigns its interest in the Park and Ride facility, the obligations of Conch Harbor under this Agreement shall continue; provided, however, that in such event the City and Conch Harbor may agree to Conch Harbor meeting its parking requirement by alternative means, but under no circumstances may Conch Harbor be relieved of its parking obligations pursuant either to this Agreement or to the City's Land Development Regulations.

7. Waiver of Breach Not Continuing Waiver.

It is mutually covenanted and agreed between the parties that no waiver of a breach of any of the covenants of this Agreement shall be construed to be a waiver of any succeeding breach of the same covenant.

8. Binding Upon Successors, Etc.

This Agreement and all its terms and conditions shall apply to and be binding upon and inure to the benefit of the heirs, executors, successors, administrators and assigns (where assignment has been permitted) of the parties where the context so requires or admits.

9. Additional Rent; Utilities.

Should any taxes be imposed upon the parking facilities agreement or upon the City, Conch Harbor, occupant or whosoever, from any source whatsoever, including but not limited to sales tax,

ad valorem tax, such tax or fee shall be the responsibility of Conch Harbor and the Conch Harbor shall pay same promptly when due as additional rent hereunder.

10. Bankruptcy - Insolvency.

If at any time after the date of Agreement (whether prior to the commencement date of or during the Agreement term): (a) an involuntary proceeding in bankruptcy, insolvency or reorganization is instituted against Conch Harbor pursuant to any federal or state law now or hereafter enacted or any receiver or trustee is appointed for all or any portion of Conch Harbor's business or property or any execution or attachment is issued against Conch Harbor or Conch Harbor's business or property or against the leasehold created hereby and of such proceedings, process or appointment is not discharged and/or dismissed within sixty (60) days from the date of such filing, appointment or issuance; or (b) Conch Harbor files a voluntary petition in bankruptcy or petitions for (or enters into) an arrangement for reorganization, composition or any other arrangements with Conch Harbor's creditors under any federal or state law now or hereafter enacted or this Agreement or the estate of Conch Harbor shall herein pass to or devolve upon, by operation of law or otherwise, anyone other than Conch Harbor (except as herein provided), the occurrence of any one of such contingencies shall be deemed to constitute and shall be deemed a repudiation by Conch Harbor of its obligations hereunder and shall cause this Agreement, ipso facto, to be canceled and terminated, but without thereby releasing Conch Harbor of its obligations hereunder. Upon termination of this Agreement as set forth in subsections (a) and (b) above, City shall have the right to retain as partial damages and not as penalty, monies paid hereunder and City shall also be entitled to exercise such rights and remedies to recover from Conch Harbor, as damages, such amounts as are specified herein, unless any statute or rule of governing the proceedings which such damages are to be proved shall lawfully limit the amount of such claims capable of being so proved, in which case

City shall be entitled to recover, as and for liquidated damages, the maximum amount which may be allowed under any such statute or rule of law. Furthermore, upon termination of this Agreement, as provided herein, Conch Harbor or its successor in interest shall comply with all City parking requirements contained in the City of Key West Land Development Regulations, unless the City at its sole option shall extend this Agreement to such successor. Finally, upon the occurrence of termination set forth in subsections (a) and (b), City shall have an administrative claim for any and all amounts due under this Agreement.

11. Notice.

All notices, demands, or other writings in this agreement provided to be given or made or sent, or which may be given or made or sent, by either party to this Agreement to the other, shall be deemed to have been fully given or made or sent when made in writing and received by hand delivery or Certified Mail with sufficient postage prepaid thereon to carry it to this addressed destination and addressed as follows:

TO City: City Manager
 525 Angela Street
 Key West, FL 33040

TO Conch Harbor: Key West Conch Harbor
 951 Caroline Street
 Key West, FL 33040

The address to which any notice, demand, or other writing may be given or made or sent to any party mentioned above may be changed by written notice given by the party mentioned above.

12. Captions.

Headings labeling any provisions herein are for convenience only, and shall not in any way be construed as affecting, limiting, expanding, or stating the contents, meaning, or intent of the Agreement.

13. Severability.

If any provision of this Agreement shall be held by a court of competent jurisdiction to be invalid or unenforceable, the remaining provision shall not be impaired thereby, but such remaining provision shall be interpreted and enforced so to achieve, as near as may be, the purpose of this Agreement to the extent permitted by law.

14. Governing Law.

It is agreed that this Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Florida.

15. Entire Agreement.

This lease sets forth all the covenants, promises, agreements, and understandings between City and Conch Harbor concerning the parking facilities agreement/designation. No subsequent alteration, amendment, change, or addition to this Agreement shall be binding upon City or Conch Harbor unless reduced to writing and duly executed by both parties.

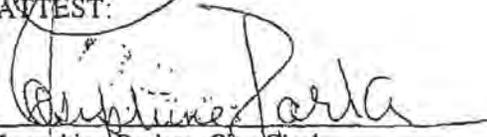
IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

CITY OF KEY WEST, FLORIDA

KEY WEST CONCH HARBOR, INC.

BY: 
Julio Avel, City Manager

BY: 
President
A. FREDERICK SKOMP

ATTEST:

Josephine Parker, City Clerk

ATTEST:

Secretary
CLAUDE E. OWENS

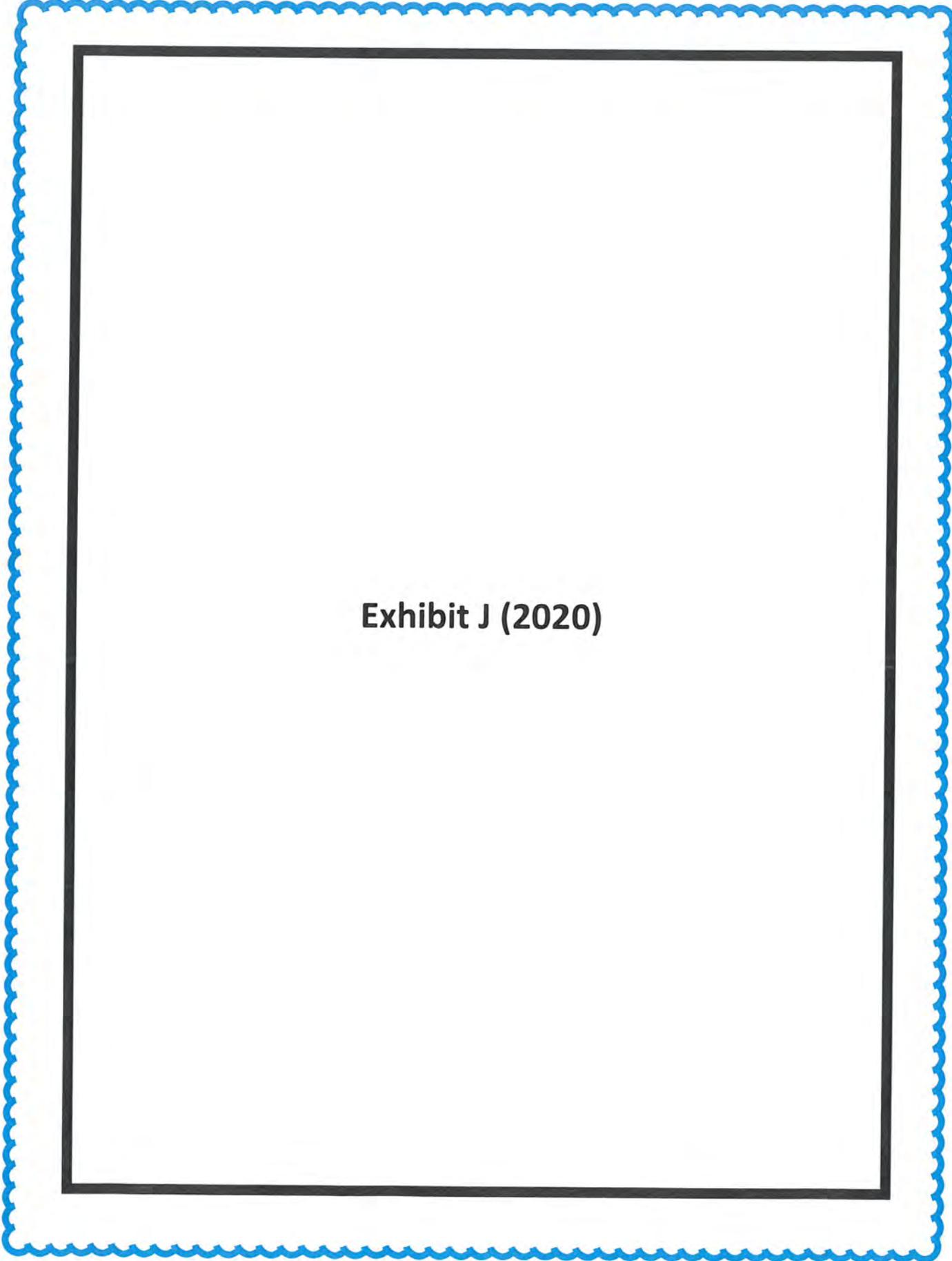


Exhibit J (2020)

RESOLUTION NO. 95-324

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF KEY WEST, FLORIDA APPROVING THE ATTACHED PRELIMINARY DEVELOPMENT AGREEMENT BETWEEN THE CITY OF KEY WEST AND KEY WEST CONCH HARBOR, INC.; PROVIDING AN EFFECTIVE DATE

NOW THEREFORE BE IT RESOLVED by the City Commission of the City of Key West, Florida :

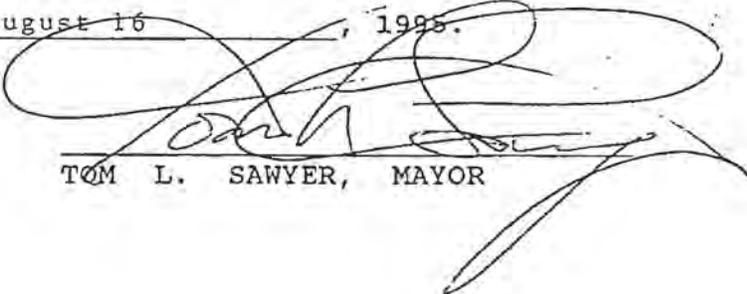
Section 1: That the attached Preliminary Development Agreement between the City of Key West and Key West Conch Harbor, Inc. is hereby approved, together with nonmaterial changes, if any, as may be negotiated by the City Manager and approved by the City Attorney.

Section 2: This Resolution shall go into effect immediately upon its passage and adoption and authentication by the signatures of the presiding officer and the Clerk of the Commission.

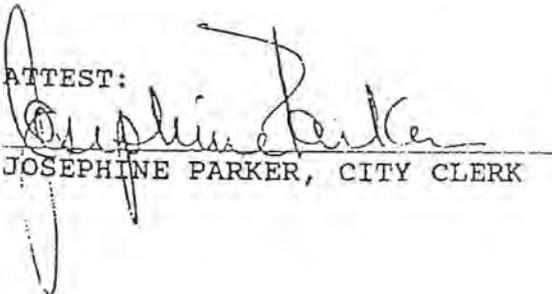
Passed and adopted by the City Commission at a meeting held this 15th day of August, 1995.

Authenticated by the presiding officer and Clerk of the Commission on 16th day of August, 1995.

Filed with the Clerk on August 16, 1995.


TOM L. SAWYER, MAYOR

ATTEST:


JOSEPHINE PARKER, CITY CLERK

PRELIMINARY DEVELOPMENT AGREEMENT

This Preliminary Development Agreement is entered into between the City of Key West, 525 Angela Street, a political subdivision of the State of Florida ("City") and Key West Conch Harbor, Inc., a Florida corporation, ("Developer"), whose address is P.O. Box 448, Key West, Florida 33041.

WHEREAS, Developer is the owner of a parcel of property located at 909 Caroline Street, also referred to as Real Estate Parcel No. 297, Records of Monroe County Property Appraiser (hereinafter referred to as "Property" as further described below), a portion of which property, for nearly fifty (50) years, had an operating fueling station for vessels; and

WHEREAS, the Property is part of the Key West Bight community redevelopment area, a portion of the City of Key West selected for community redevelopment (CRA) by the City Commission pursuant to Chapter 163, Part III, Florida Statutes (1991 and Supp. 1992); and

WHEREAS, the City and Developer agree that the Developer is entitled to the same development criteria and requirements the City has used for the City's uses for its adjacent property; and

WHEREAS, Developer is currently operating a dock ("Dock") and fueling station ("Fueling Station") on a portion of the Property, as illustrated by a site plan which is attached hereto and incorporated herein by this reference as Exhibit "A", using mobile tanks for fueling of vessels from the Dock; and

WHEREAS, the rehabilitation and reconstruction of the Fueling Station was originally part of the site plan (Exhibit "A") received by the City on March 2, 1994; and

WHEREAS, Developer has, since March 2, 1994, secured the environmental permits necessary for the rehabilitation and reconstruction of the Fueling Station; and

WHEREAS, the Fueling Station is part of a proposed future project to be constructed on the property known as Key West Conch Harbor ("Project"); and

WHEREAS, the Developer has created a new site plan for the project which Developer acknowledges will require a Community Impact Assessment Statement ("CIAS") review, unless comparable review process is provided by the CRA pursuant to Chapter 163 Florida Statutes; and

WHEREAS, the City and the Developer desire to have the Fueling Station rehabilitated and reconstructed as soon as possible because the planned and permitted permanent storage tanks

are equipped with containment walls and are safer to the public and the environment than the presently permitted and operating mobile tank Fueling Station; and

WHEREAS, the site plan for the Fueling Station, with the exception of a greater setback from the water's edge of the Property, are identical to the plans for the same which were incorporated in the site plan (Exhibit "A") submitted to the City in the 1994; and

WHEREAS, the Developer has agreed to include and address the impacts of the Fueling Station during the CIAS or other comparable CRA review process;

NOW THEREFORE, in consideration of the mutual promises and undertakings provided herein and other consideration, the sufficiency of which is acknowledged by the parties hereto, it is hereby agreed as follows:

1. The above recitals are true and correct and are incorporated herein as if set forth in their entirety.

2. The City, in consideration of the reciprocal easements and obligations created herein, agrees that the Developer may proceed to apply for a building permit for the Fueling Station, before a CIAS or other comparable redevelopment review (CRA) is completed for the Project, subject to all other government approvals needed for the construction of the same.

3. The parties agree to grant each other non-exclusive easements for public pedestrian and vehicular and non-vehicular access over the west side of the developers property and east side of the City's property and the water's side of Key West Bight Property as described in Exhibit "B" which is attached hereto and incorporated herein by reference. The minimum size of the reciprocal public easement along the water will be twelve feet (12') except at such locations where existing permanent physical constraints do not allow the full twelve foot (12') minimum width.

4. Developer agrees to cooperate with the City and participate in the creation of a Community Redevelopment Plan for the Key West Bight, so that the Developer's Project can become and can be maintained as an integral part of the CRA. The Developer agrees to comply with height restrictions, building design guidelines, landscaping provisions and other additional structure related requirements which may be placed upon the property within the Key West Bight Community Redevelopment area.

5. Developer agrees to include the Fueling Station in any application for CIAS or other comparable redevelopment review (CRA), and to address the impacts of the same, as if construction/rehabilitation had not occurred.

6. Developer agrees that it will not claim vested rights or assert equitable estoppel, arising from this Agreement or expenditures or actions taken in reliance on this Agreement to

continue with the proposed Project beyond the preliminary agreement. This Agreement shall not entitle the Developer to a final approval of the total proposed Project or to particular conditions of approval. This agreement does, however, provide the developer with the same existing or future development criteria and requirements the City uses for its property which is a portion of the community redevelopment area adjacent to the Developer's Property.

7. This Agreement incorporates and includes all prior negotiations, correspondence, conversations, agreements or understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in or incorporated into this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any representations or agreements, whether oral or written.

8. If any part of this Agreement is contrary to, prohibited by, or deemed invalid under any applicable law, or regulation, such provisions shall be inapplicable and deemed omitted to the extent so contrary, prohibited or invalid; however, the remainder hereof shall not be invalidated thereby and shall be given full force and effect.

9. The parties hereto agree that any and all suits or actions at law shall initially be brought in Monroe County, Florida and no other jurisdiction. This Agreement shall be construed and interpreted under the laws of the State of Florida.

10. This Agreement shall be binding upon the parties hereto, their successors in interest, heirs, assigns and personal representatives. Any individual or business entity purchasing the Developer's property or any portion thereof shall take subject to the terms and provisions of this Agreement.

11. All notices, demands, requests, or replies provided for or permitted by this Agreement shall be in writing and may be delivered by any one of the following methods: (a) by personal delivery; (b) by deposit with the United States Postal Service as certified or registered mail, return receipt requested, postage prepaid, to the address stated below; (c) by prepaid telegram; or (d) by deposit with an overnight express delivery service. Notice by telegram or overnight express delivery service shall be deemed effective on (1) business day after transmission to the telegraph company or deposit with the express delivery service.

For the purposes of notice, demand, request or replies, the address of the City shall be:

Theodore Strader
Planning Director
P.O. Box 1409
Key West, Florida 33041-1409

with a copy to:

Office of the City Attorney
604 Simonton Street
Key West, Florida

The address of Developer shall be:

Key West Conch Harbor
c/o Fred Skomp
P.O. Box 448
Key West, Florida 33040

with a copy to:

David Paul Horan
608 Whitehead Street
Key West, Florida 33040

12. The effective date of this Agreement shall be the date of the Agreement is approved by the Key West City Commission.

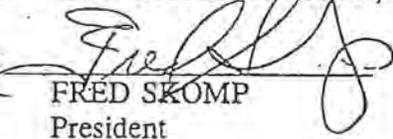
IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the day and year first above written.

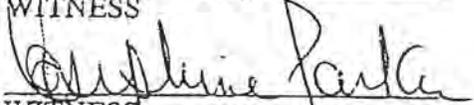
Signed, sealed and delivered
in the presence of:

KEY WEST CONCH HARBOR, INC.


WITNESS

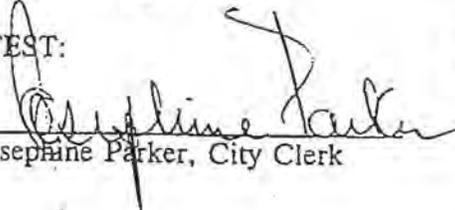
By:


FRED SKOMP
President

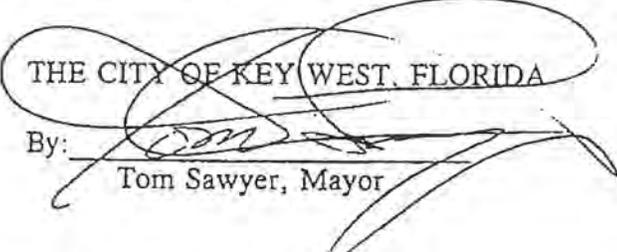

WITNESS

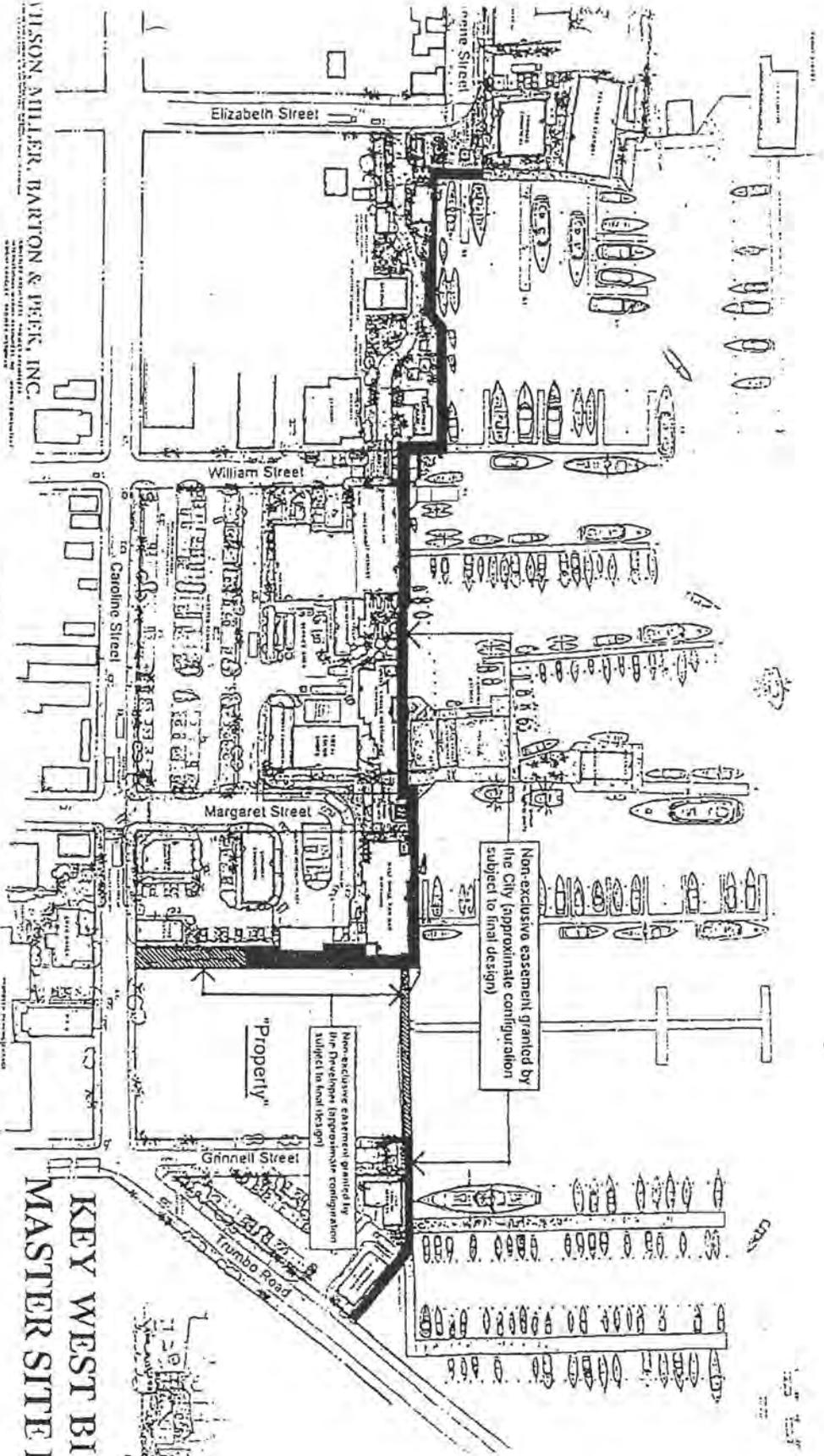
On August 15th, 1995 the City Commission of Key West approved this Preliminary Development Agreement.

ATTEST:

By: 
Josephine Parker, City Clerk

THE CITY OF KEY WEST, FLORIDA

By: 
Tom Sawyer, Mayor



WILSON, MILLER, BARTON & PECK, INC.
 ARCHITECTS
 1000 BAY STREET, SUITE 200
 MIAMI, FLORIDA 33131

Exhibit "B"
 to the Preliminary Development Agreement between
 Key West Conch Harbor, Inc., and the City of Key West,
 Florida

**KEY WEST BIGHT
 MASTER SITE PLAN**

PRINTED
 FEB 1 1988
 10:00 AM

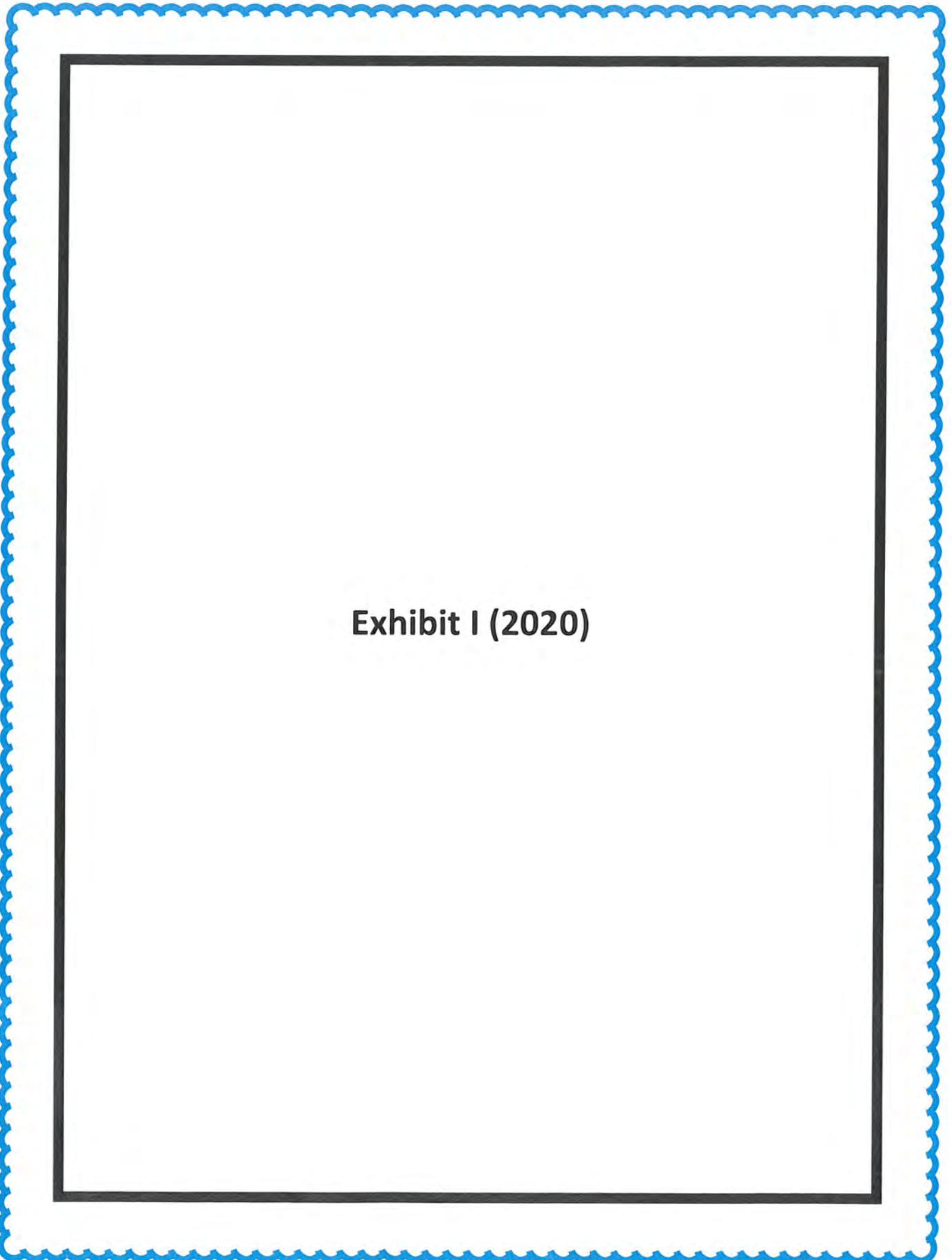


Exhibit I (2020)

RESOLUTION NO. 93-533

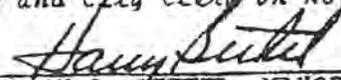
A RESOLUTION APPROVING AND AUTHORIZING EXECUTION OF ATTACHED LEASE AGREEMENT BETWEEN THE CITY OF KEY WEST AND UTILITY BOARD OF THE CITY OF KEY WEST, FLORIDA (CITY ELECTRIC SYSTEM) FOR THE PARKING GARAGE; PROVIDING AN EFFECTIVE DATE.

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

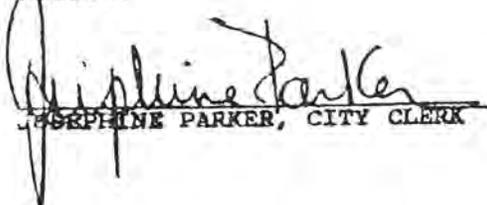
This Resolution shall go into effect immediately upon its passage and adoption and authentication by the signatures of the presiding officer and the Clerk of the Commission.

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

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


HARRY L. BETHEL, MAYOR PROTEM

ATTEST:


JOSEPHINE PARKER, CITY CLERK

93-533

LEASE AGREEMENT

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

WITNESSETH:

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

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

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

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

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

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

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

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

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

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

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

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

*opened for
business Aug: 89*

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

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

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

14. Indemnification/Insurance.

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

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

Commercial General Liability

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

ii. The City shall maintain minimum limits of:

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

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

Personal Auto Policy

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

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

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

Property Insurance

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

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

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

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

Workers' Compensation/Employers' Liability

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

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

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

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

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

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

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

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

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

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

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

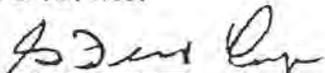
IN WITNESS THEREOF, the parties hereunto executed this lease the day and year first written above.

UTILITY BOARD OF THE CITY OF KEY WEST

BY: _____

Secretary

CITY OF KEY WEST


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


Secretary - Josephina Parker
City Clerk 6

CITY BOARD OF THE CITY OF KEY WEST

POST OFFICE DRAWER 6109
KEY WEST, FLORIDA 33041-6109



TELEPHONE (305) 294-5272
TELECOPIER (305) 294-3485

October 19, 1993

HAND DELIVERED

Mr. Felix Cooper
City Manager
City of Key West
P. O. Box 1409
Key West, Florida 33041-1409



RE Lease Agreement - Parking Garage

Dear Mr. Cooper:

Please find enclosed five (5) copies of the lease agreement between The City of Key West and The Utility Board of Key West. This agreement has been modified to incorporate changes made at the Utility Board meeting of October 13, 1993.

Please sign all five copies and return. Upon completion by City Electric System, I will return one executed original for your files.

If any questions develop, please do not hesitate to call.

Sincerely,

UTILITY BOARD-CITY OF KEY WEST
"CITY ELECTRIC SYSTEM"
Robert R. Padron, General Manager

A handwritten signature in dark ink, appearing to read "Dale Z. Frnigan".

Dale Z. Frnigan
Superintendent of Engineering

DZF/sm

cc:
R. Padron, L. Carey, L. Thompson
File (2)

Enclosure

UTILITY BOARD MEMBERS:

William T. Cates, Chairman - Marty Arnold, Vice-Chairman
Otha P. Cox, Member - Leonard H. Knowles, Member - John H. Robinson, Jr., Member

Exhibit H (2020)

KBP CONSULTING, INC.

MEMORANDUM

To: Owen Trepanier
Craig Hunt
Gina Kennedy

From: Karl B. Peterson, P.E.

Date: March 9, 2020

Subject: West Marine – Key West
Parking Utilization Study

West Marine is an existing marine supply store located at 951 Caroline Street in Key West, Florida. This store is located within the Conch Harbor Marina and Retail property which includes a full-service marina, restaurants, retail and office tenants. West Marine has five (5) surface parking spaces located on the west side of the building that are signed and marked for their customers and employees. There are also eight (8) signed and marked parking spaces within the Conch Harbor parking garage (located under the building) that are designated exclusively for the customers and employees of West Marine. The total number of available parking spaces designated at this location for West Marine is 13. A project location map is presented in Attachment A to this memorandum.

By way of a parking agreement with the City of Key West prior to the opening of the West Marine store, the City agreed to allow the Conch Harbor Retail Center, LLC to pay for the opportunity to utilize and/or reserve parking spaces within the City's parking garage (i.e. Park & Ride Facility) located directly across Caroline Street from the West Marine store. The purpose of this agreement with the City was to provide additional parking spaces should the proposed parking supply on-site be insufficient to meet the actual parking demand. This agreement also allowed for a follow-up parking study to be conducted once the West Marine store had been open for not less than three (3) years in order to determine if the reservation of parking spaces within the City's parking garage is actually necessary.

The subject West Marine store has now been open for nearly five (5) years and it is evident to both the Conch Harbor Retail Center and the West Marine store operators that additional parking in the nearby parking garage is not necessary. The reasons for this are many including the facility's proximity to several marinas, the walkability of the overall area, and greater reliance upon alternative modes of transportation (i.e. bicycles, scooters, etc.) within Key West. As such, a follow-up parking study has been conducted in accordance with the following procedures:

- As of February 2020, the store hours for this location are 9:00 AM to 7:00 PM daily with the exception of Sundays when the store closes at 5:00 PM.
- Parking demand within the designated West Marine parking areas was documented in 15-minute intervals on a typical peak season Friday and Saturday during store hours.

KBP CONSULTING, INC.

The field parking data was collected between the hours of 9:00 AM and 7:00 PM on Friday, February 21, 2020 and again on Saturday, February 22, 2020. The detailed parking data collected as part of this study is presented in Attachment B to this memorandum.

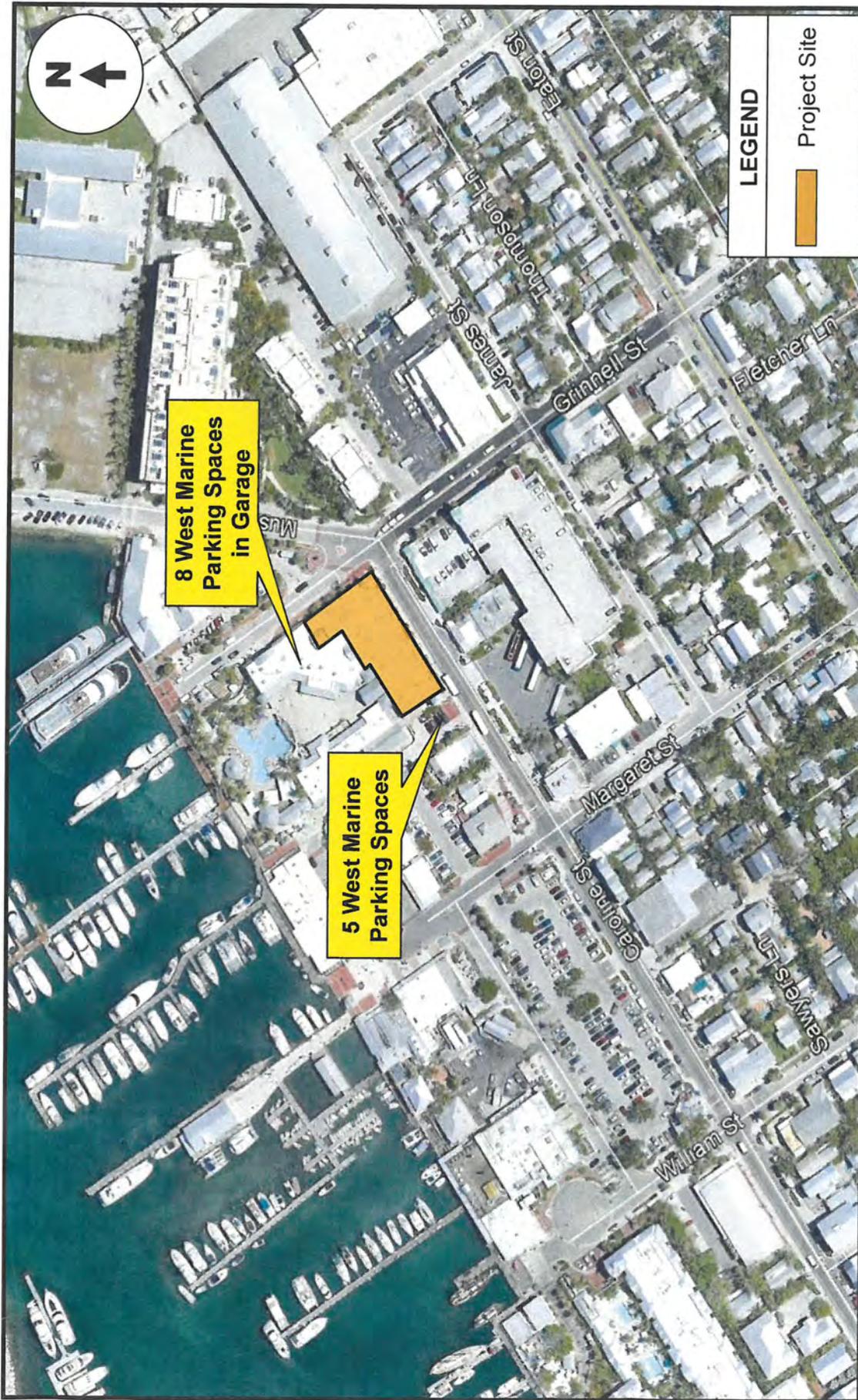
The results of this data collection and field observation task indicate that the peak parking demand on Friday was five (5) vehicles (including customer and employee vehicles) which occurred between 10:15 AM and 11:00 AM, between 12:45 PM and 1:00 PM, and between 6:00 PM and 7:00 PM. On Saturday, the peak parking demand was seven (7) vehicles (including customer and employee vehicles) which occurred between 5:00 PM and 5:45 PM.

During the data collection time period, at no time did the number of West Marine-related vehicles parked in parking spaces designated for West Marine customers and employees exceed seven (7) vehicles. As such, the current parking supply of 13 parking spaces within the areas designated for West Marine operations is considered to be more than adequate to meet the typical peak day and peak season parking demand. Therefore, the reservation and/or utilization of parking spaces within the City's parking garage located across Caroline Street is unwarranted.

Attachment A

West Marine – Key West, Florida

Project Location Map



Attachment A
 West Marine
 Key West, Florida

Project Location Map

KBP
 CONSULTING, INC.

Attachment B

West Marine – Key West, Florida

Parking Data

KBP Consulting, Inc.
 8400 N. University Drive
 Suite 309
 Tamarac, Florida 33321
 (954) 560-7103

Project: West Marine - Key West
Analyst: Kjb
Project No.: 16-589
Date: Friday, February 21, 2020
Time Period: 9:00 AM to 7:00 PM

Parking Zone	Number of Available Spaces	Time Intervals (Number of Parked Vehicles)																			
		9:00 AM to 9:15 AM	9:15 AM to 9:30 AM	9:30 AM to 9:45 AM	9:45 AM to 10:00 AM	10:00 AM to 10:15 AM	10:15 AM to 10:30 AM	10:30 AM to 10:45 AM	10:45 AM to 11:00 AM	11:00 AM to 11:15 AM	11:15 AM to 11:30 AM	11:30 AM to 11:45 AM	11:45 AM to 12:00 PM	12:00 PM to 12:15 PM	12:15 PM to 12:30 PM	12:30 PM to 12:45 PM	12:45 PM to 1:00 PM	1:00 PM to 1:15 PM	1:15 PM to 1:30 PM	1:30 PM to 1:45 PM	1:45 PM to 2:00 PM
A	5	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
B	8	3	3	3	4	5	5	5	4	4	4	0	4	4	4	5	4	4	4	3	3
Total	13	3	3	3	4	5	5	5	4	4	4	0	4	4	4	5	4	4	4	3	3

Parking Zone	Number of Available Spaces	Time Intervals (Number of Parked Vehicles)																			
		2:00 PM to 2:15 PM	2:15 PM to 2:30 PM	2:30 PM to 2:45 PM	2:45 PM to 3:00 PM	3:00 PM to 3:15 PM	3:15 PM to 3:30 PM	3:30 PM to 3:45 PM	3:45 PM to 4:00 PM	4:00 PM to 4:15 PM	4:15 PM to 4:30 PM	4:30 PM to 4:45 PM	4:45 PM to 5:00 PM	5:00 PM to 5:15 PM	5:15 PM to 5:30 PM	5:30 PM to 5:45 PM	5:45 PM to 6:00 PM	6:00 PM to 6:15 PM	6:15 PM to 6:30 PM	6:30 PM to 6:45 PM	6:45 PM to 7:00 PM
A	5	0	0	1	0	0	2	2	2	1	1	1	1	0	0	1	1	2	2	2	2
B	8	3	3	3	1	1	1	1	1	1	1	1	1	1	1	2	2	3	3	3	3
Total	13	3	3	4	1	1	3	3	3	2	2	2	2	1	1	3	3	5	5	5	5

Source: KBP Consulting, Inc. (February 2020)

KBP Consulting, Inc.
 8400 N. University Drive
 Suite 309
 Tamarac, Florida 33321
 (954) 560-7103

Project: West Marine - Key West
 Analyst: KBP
 Project No. 16589
 Date: Saturday, February 22, 2020
 Time Period: 9:00 AM to 7:00 PM

Parking Zone	Number of Available Spaces	Time Intervals (Number of Parked Vehicles)																			
		9:00 AM to 9:15 AM	9:15 AM to 9:30 AM	9:30 AM to 9:45 AM	9:45 AM to 10:00 AM	10:00 AM to 10:15 AM	10:15 AM to 10:30 AM	10:30 AM to 10:45 AM	10:45 AM to 11:00 AM	11:00 AM to 11:15 AM	11:15 AM to 11:30 AM	11:30 AM to 11:45 AM	11:45 AM to 12:00 PM	12:00 PM to 12:15 PM	12:15 PM to 12:30 PM	12:30 PM to 12:45 PM	12:45 PM to 1:00 PM	1:00 PM to 1:15 PM	1:15 PM to 1:30 PM	1:30 PM to 1:45 PM	1:45 PM to 2:00 PM
A	5	1	2	2	1	1	1	2	2	2	2	3	3	2	3	3	3	3	3	4	4
B	8	2	2	1	2	3	2	2	2	1	1	1	1	0	3	3	3	3	2	1	1
Total	13	3	4	3	3	4	3	4	4	3	4	4	4	2	6	6	6	5	5	5	5

Parking Zone	Number of Available Spaces	Time Intervals (Number of Parked Vehicles)																			
		2:00 PM to 2:15 PM	2:15 PM to 2:30 PM	2:30 PM to 2:45 PM	2:45 PM to 3:00 PM	3:00 PM to 3:15 PM	3:15 PM to 3:30 PM	3:30 PM to 3:45 PM	3:45 PM to 4:00 PM	4:00 PM to 4:15 PM	4:15 PM to 4:30 PM	4:30 PM to 4:45 PM	4:45 PM to 5:00 PM	5:00 PM to 5:15 PM	5:15 PM to 5:30 PM	5:30 PM to 5:45 PM	5:45 PM to 6:00 PM	6:00 PM to 6:15 PM	6:15 PM to 6:30 PM	6:30 PM to 6:45 PM	6:45 PM to 7:00 PM
A	5	3	2	2	2	1	1	1	2	2	2	2	2	3	3	3	2	0	1	0	0
B	8	1	1	1	1	1	1	2	2	2	3	3	3	4	4	4	3	3	2	1	1
Total	13	4	3	3	3	2	2	3	4	4	5	5	5	7	7	7	5	3	3	1	1

Source: KBP Consulting, Inc. (February 2020)

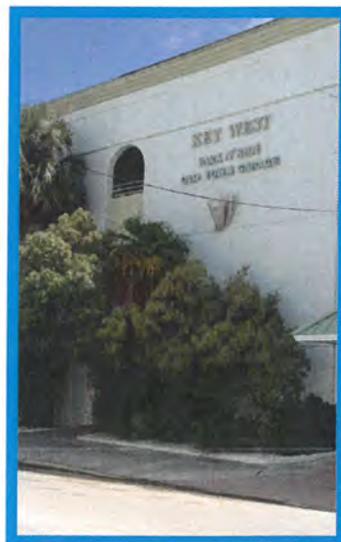


Exhibit G (2020)

Conch Harbor Marina

Key West, Florida

parking study



prepared for:
Conch Harbor Retail Center, LLC

Traf Tech
ENGINEERING, INC.

September 2012

Conch Harbor Marina

951 Caroline Street

Key West, Florida

Parking Study

September 2012

Prepared for:

Conch Harbor Retail Center, LLC
951 Caroline Street
Key West, Florida 33040

Prepared by:

Traf Tech Engineering, Inc.
8400 N. University Drive, Suite 309
Tamarac, Florida 33321
Phone: (954) 560-7103
Fax: (954) 582-0989

September 17, 2012

Mr. Craig Hunt
Conch Harbor Marina and Retail Center
951 Caroline Street
Key West, Florida 33040

**Re: Conch Harbor Marina
Parking Study**

Dear Craig:

Traf Tech Engineering, Inc. is pleased to provide you with the results of the parking study undertaken for the proposed expansion of the Conch Harbor Marina located in the northwest corner of the intersection at Caroline Street and Grinnell Street in Key West, Monroe County, Florida. It has been a pleasure working with you and your staff on this project.

Please do not hesitate to contact me if you have any questions.

TRAF TECH ENGINEERING, INC.

A handwritten signature in blue ink, appearing to read 'Karl B. Peterson', with a long horizontal flourish extending to the right.

Karl B. Peterson, P.E.
Senior Transportation Engineer

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INTRODUCTION

The Conch Harbor Marina is an existing marina and commercial retail facility located in the northwest quadrant of the intersection of Caroline Street and Grinnell Street in the City of Key West, Monroe County, Florida. Figure 1 on the following page shows the location of the project site in relation to the surrounding roadway network.

The owner of this facility, Conch Harbor Retail Center, LLC, has proposed to expand the existing retail space at this location. Traf Tech Engineering, Inc. has been retained to prepare a parking study for the proposed retail expansion. This study addresses the supply of parking in the immediate area, parking demand (as measured in the field and adjusted for average peak season conditions), and parking availability that takes into consideration the proposed retail expansion.

This parking study is divided into five (5) sections, as listed below:

1. Inventory
2. Nearby Public Parking Spaces
3. Parking Counts
4. Parking Analysis
5. Conclusions and Recommendations



LEGEND	
	Project Site

FIGURE 1
 Conch Harbor Marina
 Key West, Florida

PROJECT LOCATION MAP

INVENTORY

Existing Land Uses, Access and Parking

The existing Conch Harbor Marina site consists of the following land uses and intensities:

- 27,000 square feet of retail space (including restaurant, bar, and office uses)
- 40 slip boat marina
- 66 on-site parking spaces

Vehicular access to this marina / retail facility is provided by a circular driveway at the north end of Grinnell Street and another driveway that provides direct access to the parking garage under the retail portion of the development.

Proposed Land Uses, Access and Parking

The existing retail component on the subject site is proposed to be expanded by 13,500 square feet. Therefore, the total retail development at Conch Harbor Marina will be 40,500 square feet (i.e. 27,000 square feet plus 13,500 square feet). As part of this retail expansion, an additional five (5) parking spaces will be provided on-site. Other elements of this facility, such as the number of boat slips and the vehicular access points, will remain unchanged. For purposes of this parking study, the proposed retail expansion is anticipated to be completed and open for business by early 2014.

PARKING COUNTS

In order to establish a baseline for both parking supply and parking demand in the area of the Conch Harbor Marina, parking counts were performed by qualified transportation engineers. Prior to the actual parking counts, a review of the area was conducted and conversations were held with City staff relative to the parking areas that should be considered as part of this study. The study area was divided into ten (10) “parking zones” that are described briefly below and depicted graphically in Figure 2 on the following page.

1. Caroline Street (from William Street to Elizabeth Street): 12 parking spaces
2. West Marine Store: 19 parking spaces
3. William Street (from Caroline Street to Eaton Street): 31 parking spaces
4. Margaret Street (from Caroline Street to Eaton Street): 25 parking spaces
5. Key West Bight Parking Lots: 131 parking spaces (+ 10 handicap spaces)
6. Caroline Street (from William Street to Grinnell Street): 23 parking spaces
7. Ferry Parking Lot: 19 parking spaces
8. Conch Harbor Marina (traffic circle): 4 parking spaces
9. Conch Harbor Marina Parking Garage: 62 parking spaces (+ 4 handicap spaces)
10. Key West Old Town Garage: 248 public parking spaces (+ 6 handicap spaces)
(Note: For data collection purposes, this zone was subdivided into six (6) “sub-zones” defined generally by garage floors and ramps.)

The total number of existing public parking spaces (excluding handicap spaces) considered as part of this parking study is 574.

The parking counts were performed on Friday, July 13, 2012 from 3:00 PM to 8:00 PM and on Saturday, July 14, 2012 from 10:00 AM to 5:00 PM. The peak parking demand on Friday occurred between 5:30 PM and 6:00 PM with 330 occupied parking spaces (or, 57% occupancy of the available public parking spaces within the study area). The peak parking demand on Saturday occurred between 3:30 PM and 4:00 PM with 364 occupied parking spaces (or, 63% occupancy). The detailed parking data by parking zone and time of day is presented in Appendix A.



FIGURE 2
 Conch Harbor Marina
 Key West, Florida

PARKING ZONES

PARKING ANALYSIS

This section of the report analyzes the parking data collected in the field, adjusts the data to reflect average peak season conditions, and estimates the demand associated with the expansion of the retail component of the Conch Harbor Marina as well as other nearby planned projects. The result of these analyses is an estimate of the projected average peak season parking demand as it relates to the available parking supply within the immediate area of the Conch Harbor Marina.

Average Peak Season Adjustment

Since the parking data for this analysis was collected during mid-July, it is necessary to adjust the parking counts to reflect the seasonality exhibited in the Florida Keys, especially in Key West. Traffic data utilized for analyses conducted in south Florida (including the Florida Keys) is typically adjusted to reflect “average peak season” conditions. This is accomplished by utilizing a multiplier that converts traffic related data collected during specific weeks of the year to average peak season conditions representing the average of the highest 13 weeks of the year.

The Florida Department of Transportation (FDOT) publishes peak season adjustment factors for each county in the State of Florida. For Monroe County, traffic related counts performed on July 13 and 14 can be adjusted to average peak season conditions by multiplying the values by 1.05. In other words, the data should be increased by 5% in order to reflect average peak season conditions for the study area.

Since these peak season adjustment factors are published for all of Monroe County, further, more localized analyses were performed. The FDOT maintains a permanent traffic count station on US 1 / Overseas Highway 200 feet east of Cow Key Bridge (Station 0165) near Key West. A detailed analysis of this traffic count location indicates that traffic in Key West should be adjusted by a factor of 1.11 (or +11%) in order to reflect average peak season conditions.

To further refine this peak season adjustment analysis, parking data for the Conch Harbor Marina parking garage and the City of Key West was reviewed. A review of the parking data for the Conch Harbor Marina parking garage indicates that parking data collected in the month of July should be adjusted by +6% in order to reflect average peak season conditions. While consistent with the countywide adjustment factors reported by FDOT, it is slightly lower than the adjustment factor derived from the data collected at the permanent count station on US 1.

The City of Key West provided access to the City's parking data for the purposes of this analysis. A review of the City's parking data for the past year (August 25, 2011 to August 22, 2012) indicates that parking demand during the week of July 12 – 18, 2012 should be adjusted by a factor of 1.11 (or, +11%) in order to represent average peak season demand for parking in Key West.

As a result of this analysis, it is evident that the parking data collected in mid-July of this year should be adjusted between +5% and +11% in order to reflect the average peak season conditions of Key West. In order to present a conservative analysis (or, worst-case scenario), the background parking demand will be increased by 11% to represent the demand exhibited during the average peak season conditions. The supporting data for this analysis is presented in Appendix B.

Conch Harbor Marina – Retail Vacancy

At the time of the parking data collection effort (July 13 and 14, 2012) approximately 3,755 square feet of the Conch Harbor Marina retail component were vacant. In order to account for the potential parking demand associated with this retail space, the number of parking spaces required by City Code was added to the overall parking demand. At one (1) parking space per 300 square feet of retail space, this yields a demand for 13 parking spaces.

Conch Harbor Marina – Proposed Retail Expansion

As mentioned previously, a 13,500 square foot expansion of the retail space at the Conch Harbor Marina is proposed. City Code requires one (1) parking space per 300 square feet of retail space and one parking space per 600 feet of warehouse / storage area. Based upon the configuration of the proposed retail facility (12,192 square feet of retail space and 1,308 square feet of warehouse / storage area), 44 parking spaces will be required. As part of the proposed expansion, five (5) additional parking spaces will be created immediately adjacent to the building.

Other Nearby Planned Projects

There are two planned projects in the immediate area of the Conch Harbor Marina. One project involves the development of a 96-unit hotel complex at 223 Elizabeth Street which is the site of the former Jabour's Campground and Trailer Court. The parking requirements for this development will be satisfied with 63 on-site parking spaces and 26 off-site parking spaces which will be leased in the Key West Bight parking lot. These 26 off-site parking spaces must be considered with respect to the future demand in the area as it relates to this parking study.

The other project involves the development of a restaurant / brewery to be located at 201 William Street in the former Waterfront Market warehouse building. This building is located within the historic commercial pedestrian oriented area and no new floor area is proposed. As such, no new parking spaces are required as a result of this redevelopment project.

Projected Peak Parking Demand

Table 1 on the following page presents the projected peak parking demand within the immediate area of the Conch Harbor Marina. This projection is based upon actual field parking counts, adjustments for average peak season conditions, and adjustments for existing retail vacancies and planned projects in the study area.

Table 1 Projected Parking Availability Conch Harbor Marina - Key West, Florida					
Parking Zone	Number of Available Parking Spaces	Time Intervals (Number of Parked Vehicles)			
		Friday (Peak Hour)		Saturday (Peak Hour)	
		5:30 PM to 6:00 PM	6:00 PM to 6:30 PM	3:30 PM to 4:00 PM	4:00 PM to 4:30 PM
1	12	12	13	13	11
2	19	13	13	8	9
3	31	30	29	32	30
4	25	22	24	23	23
5	131	108	106	127	116
6	23	22	22	17	16
7	19	0	1	5	4
8	4	2	2	1	1
9	62	29	31	27	29
10 - Level 1	24	21	18	21	23
10 - Level 2	48	38	35	47	46
10 - Level 3	46	9	9	17	17
10 - Level 4	48	16	16	17	18
10 - Level 5	34	0	0	0	0
10 - Level 6	48	8	8	9	9
Proposed Parking Spaces	5	N/A	N/A	N/A	N/A
Total	579	330	327	364	352
<i>Seasonal Adjustment (x 1.11)</i>		366	363	404	391
Parking Spaces Required for:					
- Conch Harbor Vacancy (3,755 SF as of 7/17/12)		13	13	13	13
- Proposed Conch Harbor Expansion (13,500 SF)		44	44	44	44
- Planned Hotel at 223 Elizabeth Street		26	26	26	26
Total Peak Demand		449	446	487	474
Available Spaces		130	133	92	105

Source: Traf Tech Engineering, Inc., September 2012.

As indicated in Table 1 above, the total average peak season parking demand within the immediate area of the Conch Harbor Marina is projected to range from 449 occupied parking spaces during the peak hour (5:30 PM to 6:30 PM) on Fridays to 487 occupied parking spaces during the peak hour (3:30 PM to 4:30 PM) on Saturdays. During these peak time periods (when accounting for seasonal variations and projected parking demand associated with planned development), the total number of available parking spaces is estimated to be no less than 92.

CONCLUSIONS AND RECOMMENDATIONS

The Conch Harbor Marina is an existing marina and commercial retail facility located in the northwest quadrant of the intersection of Caroline Street and Grinnell Street in the City of Key West, Monroe County, Florida. The owner of the marina, Conch Harbor Retail Center, LLC, has proposed to construct an additional 13,500 square feet of retail space at this location.

In order to establish a baseline for both parking supply and parking demand in the area of the Conch Harbor Marina, parking counts were performed by qualified transportation engineers. The parking counts were performed on Friday, July 13, 2012 from 3:00 PM to 8:00 PM and on Saturday, July 14, 2012 from 10:00 AM to 5:00 PM. The peak parking demand on Friday occurred between 5:30 PM and 6:00 PM with 330 occupied parking spaces (or, 57% occupied). The peak parking demand on Saturday occurred between 3:30 PM and 4:00 PM with 364 occupied parking spaces (or, 63% occupied).

Adjustments to the field parking counts were made in order to reflect average peak season conditions as well as for current retail vacancies at the Conch Harbor Marina, the proposed retail expansion of the Conch Harbor Marina, and other planned projects in the study area. During the peak time periods (Fridays between 5:30 PM and 6:30 PM and Saturdays between 3:30 PM and 4:30 PM), the total number of available parking spaces is estimated to be no less than 92. Given that this demand includes the parking required by Code for the proposed retail expansion of the Conch Harbor Marina, it is evident that the existing parking supply in the Key West Bight area is sufficient to meet the anticipated average peak season parking demand.

In other words, the existing parking supply at the Conch Harbor Marina parking garage, the new proposed five (5) parking spaces, and the nearby (within walking distance) public parking spaces are sufficient to comfortably accommodate the future parking demand of the study area during average peak season conditions.

Appendix A
Parking Data



8400 N. University Drive
Suite 309
Tamarac, Florida 33321
(954) 582-0988

Project: Conch Harbor Marina
Analyst: KBP / JEV
Project No.: 16.589
Day: Friday
Time Period: 3:00 PM to 8:00 PM

Parking Zone	Number of Available Spaces	Time Intervals (Number of Parked Vehicles)												
		3:00 PM to 3:30 PM	3:30 PM to 4:00 PM	4:00 PM to 4:30 PM	4:30 PM to 5:00 PM	5:00 PM to 5:30 PM	5:30 PM to 6:00 PM	6:00 PM to 6:30 PM	6:30 PM to 7:00 PM	7:00 PM to 7:30 PM	7:30 PM to 8:00 PM			
1	12	12	12	13	11	11	12	13	13	12	13	12	12	15
2	19	9	8	11	12	15	13	13	11	11	11	11	11	11
3	31	33	32	29	31	28	30	29	27	29	27	29	29	29
4	25	24	23	24	24	22	22	24	21	22	21	22	22	26
5	131	92	91	90	95	104	108	106	106	108	106	109	109	112
6	23	6	7	14	16	17	22	22	22	22	22	22	23	26
7	19	2	3	4	4	2	0	1	2	0	1	2	1	0
8	4	3	3	1	1	1	2	2	1	2	1	1	1	1
9	62	32	31	32	29	29	29	31	24	29	24	22	22	20
10-1	24	19	20	22	21	22	21	18	20	21	20	19	19	21
10-2	48	42	42	44	43	40	38	35	35	38	35	37	37	34
10-3	46	7	6	6	6	8	9	9	8	9	8	8	8	8
10-4	48	16	16	15	15	16	16	16	16	16	16	16	16	16
10-5	34	0	0	0	0	0	0	0	0	0	0	0	0	0
10-6	48	9	9	8	8	8	8	8	8	8	8	8	8	8
Total	574	306	303	313	316	322	330	327	314	318	314	318	318	327



ENGINEERING, INC.
 8400 N. University Drive
 Suite 309
 Tamarac, Florida 33321
 (954) 582-0988

Project: Conch Harbor Marina
Analyst: KBP
Project No.: 16.589
Date: Saturday, July 14, 2012
Time Period: 10:00 AM to 5:00 PM

Parking Zone	Number of Available Spaces	Time Intervals (Number of Parked Vehicles)													
		10:00 AM to 10:30 AM	10:30 AM to 11:00 AM	11:00 AM to 11:30 AM	11:30 AM to 12:00 PM	12:00 PM to 12:30 PM	12:30 PM to 1:00 PM	1:00 PM to 1:30 PM	1:30 PM to 2:00 PM	2:00 PM to 2:30 PM	2:30 PM to 3:00 PM	3:00 PM to 3:30 PM	3:30 PM to 4:00 PM	4:00 PM to 4:30 PM	4:30 PM to 5:00 PM
		13	14	14	14	13	14	14	15	15	14	14	13	11	11
1	12	13	14	14	14	13	14	15	15	14	14	13	11	11	
2	19	12	13	13	7	8	9	11	10	12	8	8	9	8	
3	31	30	30	31	30	31	33	29	31	30	29	32	30	32	
4	25	23	24	24	23	24	25	21	21	21	21	23	23	25	
5	131	71	85	97	93	106	121	116	115	109	122	127	116	105	
6	23	16	15	15	17	15	21	18	19	22	16	17	16	20	
7	19	0	0	1	0	0	1	2	1	2	2	5	4	4	
8	4	1	2	1	1	1	2	2	2	2	1	1	1	1	
9	62	23	21	22	23	23	23	23	23	25	25	27	29	30	
10-1	24	22	19	18	20	23	23	25	24	24	22	21	23	24	
10-2	48	39	41	40	41	42	41	44	46	45	46	47	46	47	
10-3	46	8	5	6	6	7	7	8	10	12	17	17	17	17	
10-4	48	15	15	15	15	16	15	15	16	16	16	17	18	18	
10-5	34	0	0	0	0	0	0	0	0	0	0	0	0	0	
10-6	48	9	9	9	9	9	9	9	9	9	9	9	9	9	
Total	574	282	292	304	306	315	340	337	337	343	348	364	352	351	

Appendix B
Peak Season Adjustment Analysis

Exhibit A

2011 PEAK SEASON FACTOR CATEGORY REPORT - REPORT TYPE: ALL
 CATEGORY: 9000 MONROE COUNTYWIDE

WEEK	DATES	SF	MOCF: 0.91 PSCF
1	01/01/2011 - 01/01/2011	1.01	1.10
2	01/02/2011 - 01/08/2011	1.01	1.10
3	01/09/2011 - 01/15/2011	1.00	1.09
4	01/16/2011 - 01/22/2011	0.98	1.07
5	01/23/2011 - 01/29/2011	0.96	1.05
* 6	01/30/2011 - 02/05/2011	0.94	1.03
* 7	02/06/2011 - 02/12/2011	0.93	1.02
* 8	02/13/2011 - 02/19/2011	0.91	0.99
* 9	02/20/2011 - 02/26/2011	0.90	0.98
*10	02/27/2011 - 03/05/2011	0.89	0.97
*11	03/06/2011 - 03/12/2011	0.88	0.96
*12	03/13/2011 - 03/19/2011	0.87	0.95
*13	03/20/2011 - 03/26/2011	0.89	0.97
*14	03/27/2011 - 04/02/2011	0.91	0.99
*15	04/03/2011 - 04/09/2011	0.92	1.01
*16	04/10/2011 - 04/16/2011	0.94	1.03
*17	04/17/2011 - 04/23/2011	0.95	1.04
*18	04/24/2011 - 04/30/2011	0.96	1.05
19	05/01/2011 - 05/07/2011	0.97	1.06
20	05/08/2011 - 05/14/2011	0.98	1.07
21	05/15/2011 - 05/21/2011	0.99	1.08
22	05/22/2011 - 05/28/2011	1.00	1.09
23	05/29/2011 - 06/04/2011	1.00	1.09
24	06/05/2011 - 06/11/2011	1.01	1.10
25	06/12/2011 - 06/18/2011	1.01	1.10
26	06/19/2011 - 06/25/2011	1.00	1.09
27	06/26/2011 - 07/02/2011	0.99	1.08
28	07/03/2011 - 07/09/2011	0.98	1.07
29	07/10/2011 - 07/16/2011	0.96	1.05
30	07/17/2011 - 07/23/2011	0.98	1.07
31	07/24/2011 - 07/30/2011	1.00	1.09
32	07/31/2011 - 08/06/2011	1.01	1.10
33	08/07/2011 - 08/13/2011	1.03	1.13
34	08/14/2011 - 08/20/2011	1.05	1.15
35	08/21/2011 - 08/27/2011	1.07	1.17
36	08/28/2011 - 09/03/2011	1.10	1.20
37	09/04/2011 - 09/10/2011	1.12	1.22
38	09/11/2011 - 09/17/2011	1.15	1.26
39	09/18/2011 - 09/24/2011	1.15	1.26
40	09/25/2011 - 10/01/2011	1.14	1.25
41	10/02/2011 - 10/08/2011	1.14	1.25
42	10/09/2011 - 10/15/2011	1.13	1.24
43	10/16/2011 - 10/22/2011	1.12	1.22
44	10/23/2011 - 10/29/2011	1.10	1.20
45	10/30/2011 - 11/05/2011	1.08	1.18
46	11/06/2011 - 11/12/2011	1.06	1.16
47	11/13/2011 - 11/19/2011	1.05	1.15
48	11/20/2011 - 11/26/2011	1.04	1.14
49	11/27/2011 - 12/03/2011	1.03	1.13
50	12/04/2011 - 12/10/2011	1.02	1.12
51	12/11/2011 - 12/17/2011	1.01	1.10
52	12/18/2011 - 12/24/2011	1.01	1.10
53	12/25/2011 - 12/31/2011	1.00	1.09

* PEAK SEASON

14-FEB-2012 14:42:38

830UPD [1,0,0,1] 6_9000_PKSEASON.TXT

Exhibit A

**FDOT Permanent Count Station
Station 0165
200 Feet East of Cow Key Bridge
YEAR: 2011**

Weekly Traffic	Sorted	Highest 13 wks	Week	PSF
1 261057	292993	292993	1	1.07
2 259454	287950	287950	2	1.07
3 257307	286070	286070	3	1.08
4 260843	284792	284792	4	1.07
5 268562 *	284279	284279	5	1.04
6 272267 *	279616	279616	6	1.02
7 287950 *	276991	276991	7	0.97
8 284792 *	273437	273437	8	0.98
9 286070 *	272267	272267	9	0.97
10 292993 *	271027	271027	10	0.95
11 284279 *	270513	270513	11	0.98
12 279616 *	268562	268562	12	0.99
13 276991 *	268121	268121	13	1.00
14 271027 *	264069	Total: 3616618	14	1.03
15 268121 *	262628	Avg: 278201.4	15	1.04
16 273437 *	261057		16	1.02
17 264069	260843		17	1.05
18 256737	259949		18	1.08
19 255071	259454		19	1.09
20 253896	259411		20	1.10
21 253489	259266		21	1.10
22 249274	257307		22	1.12
23 252526	256976		23	1.10
24 250704	256737		24	1.11
25 250133	255071		25	1.11
26 250841	253896		26	1.11
27 243112	253489		27	1.14
28 250218	252526		28	1.11
29 250241	250842		29	1.11
30 262628	250841		30	1.06
31 250267	250704		31	1.11
32 256976	250267		32	1.08
33 248373	250241		33	1.12
34 234634	250218		34	1.19
35 233619	250133		35	1.19
36 228739	249274		36	1.22
37 236721	248373		37	1.18
38 232580	248272		38	1.20
39 230234	248243		39	1.21
40 233194	247201		40	1.19
41 231053	243112		41	1.20
42 224910	236721		42	1.24
43 210286	234634		43	1.32
44 259949	233619		44	1.07
45 259266	233194		45	1.07
46 250842	232580		46	1.11
47 232040	232040		47	1.20
48 248272	231053		48	1.12
49 248243	230234		49	1.12
50 247201	228739		50	1.13
51 259411	224910		51	1.07
52 270513 *	210286		52	1.03

Exhibit A

Conch Harbor Marina Parking Garage

Year	Month	Revenue	Sort	Highest 3 Mo.	Monthly Adjustment
2010	October	\$3,078.35	\$6,021.60	\$6,021.60	October 1.88
	November	\$5,895.96 *	\$5,895.96	\$5,895.96	November 0.98
	December	\$4,016.34	\$5,488.81	\$5,488.81	December 1.44
2011	January	\$6,021.60 *	\$4,998.78	\$17,406.37	January 0.96
	February	\$3,859.28	\$4,466.71		February 1.50
	March	\$2,695.47	\$4,130.89	\$5,802.12	March 2.15
	April	\$3,646.63	\$4,016.34		April 1.59
	May	\$4,998.78	\$3,859.28		May 1.16
	June	\$3,800.96	\$3,800.96		June 1.53
	July	\$5,488.81 *	\$3,646.63		July 1.06
	August	\$4,466.71	\$3,078.35		August 1.30
	September	\$4,130.89	\$2,695.47		September 1.40

Exhibit A

City of Key West, FL Parking Revenue

				Key West		Highest		
				- All	Sorted	13 wks	Week	PSF
2011	1	25-Aug	31-Aug	\$41,340	100,225	100,225	1	2.16
	2	1-Sep	7-Sep	59,304	97,185	97,185	2	1.51
	3	8-Sep	14-Sep	41,619	96,177	96,177	3	2.15
	4	15-Sep	21-Sep	45,875	95,165	95,165	4	1.95
	5	22-Sep	28-Sep	44,073	91,404	91,404	5	2.03
	6	29-Sep	5-Oct	47,064	87,788	87,788	6	1.90
	7	6-Oct	12-Oct	49,869	86,201	86,201	7	1.79
	8	13-Oct	19-Oct	42,878	86,065	86,065	8	2.09
	9	20-Oct	26-Oct	63,305	85,986	85,986	9	1.41
	10	27-Oct	2-Nov	62,818	85,852	85,852	10	1.42
	11	3-Nov	9-Nov	64,136	83,880	83,880	11	1.39
	12	10-Nov	16-Nov	71,071	83,444	83,444	12	1.26
	13	17-Nov	23-Nov	59,204	83,364	83,364	13	1.51
	14	24-Nov	30-Nov	61,763	83,239	Total: 1,162,736	14	1.45
	15	1-Dec	7-Dec	44,786	82,881	Average: 89,441	15	2.00
	16	8-Dec	14-Dec	45,180	82,777		16	1.98
	17	15-Dec	21-Dec	53,431	81,617		17	1.67
	2012	18	22-Dec	28-Dec	80,721	80,721		18
19		29-Dec	4-Jan	100,225	80,580		19	0.89
20		5-Jan	11-Jan	61,677	78,718		20	1.45
21		12-Jan	18-Jan	69,960	74,625		21	1.28
22		19-Jan	25-Jan	66,892	73,734		22	1.34
23		26-Jan	1-Feb	65,120	73,096		23	1.37
24		2-Feb	8-Feb	67,960	71,071		24	1.32
25		9-Feb	15-Feb	82,881	69,960		25	1.08
26		16-Feb	22-Feb	97,185	69,797		26	0.92
27		23-Feb	29-Feb	85,852	69,085		27	1.04
28		1-Mar	7-Mar	91,404	68,157		28	0.98
29		8-Mar	14-Mar	95,165	67,960		29	0.94
30		15-Mar	21-Mar	96,177	66,892		30	0.93
31		22-Mar	28-Mar	86,201	65,401		31	1.04
32		29-Mar	4-Apr	85,986	65,339		32	1.04
33		5-Apr	11-Apr	87,788	65,120		33	1.02
34		12-Apr	18-Apr	74,625	64,136		34	1.20
35		19-Apr	25-Apr	69,085	63,460		35	1.29
36		26-Apr	2-May	65,401	63,305		36	1.37
37		3-May	9-May	69,797	63,139		37	1.28
38		10-May	16-May	63,460	62,818		38	1.41
39		17-May	23-May	68,157	61,763		39	1.31
40		24-May	30-May	82,777	61,677		40	1.08
41		31-May	6-Jun	63,139	59,304		41	1.42
42		7-Jun	13-Jun	73,734	59,204		42	1.21
43		14-Jun	20-Jun	78,718	53,431		43	1.14
44		21-Jun	27-Jun	73,096	49,869		44	1.22
45		28-Jun	4-Jul	83,364	47,064		45	1.07
46		5-Jul	11-Jul	86,065	45,875		46	1.04
47		12-Jul	18-Jul	80,580	45,180		47	1.11
48		19-Jul	25-Jul	83,444	44,786		48	1.07
49		26-Jul	1-Aug	83,880	44,073		49	1.07
50		2-Aug	8-Aug	83,239	42,878		50	1.07
51		9-Aug	15-Aug	81,617	41,619		51	1.10
52		16-Aug	22-Aug	65,339	41,340		52	1.37

Exhibit F (2020)

August 17, 2012

Mr. Craig Hunt
Conch Harbor Marina and Retail Center
951 Caroline Street
Key West, Florida 33040

**Re: Conch Harbor Marina – Key West
Trip Generation Analysis**

Dear Craig:

The Conch Harbor Marina is an existing marina and commercial retail facility located in the northwest quadrant of the intersection of Caroline Street and Grinnell Street in the City of Key West, Monroe County, Florida. The subject site currently consists of approximately 27,000 square feet of retail space and 40 boat slips. An additional 13,500 square feet of retail space is proposed for the subject site. The purpose of this trip generation analysis is to document the increase in the number of vehicle trips associated with the proposed retail expansion.

Trip Generation

The trip generation analysis for this project is based upon the trip generation rates and equations published in the Institute of Transportation Engineers (ITE) *Trip Generation (8th Edition)* report. The ITE land uses referenced for this analysis are Marina (ITE Land Use #420) and Shopping Center (ITE Land Use #820)¹. Based upon this information, the weekday, AM peak hour, and PM peak hour trip generation rates as well as the pass-by rates for the existing and proposed development are as follows:

Marina – ITE Land Use #420

- Weekday Trip Generation Rate: $T = 2.96 (X)$
where T = number of trips and X = number of berths
- AM Peak Hour Trip Generation Rate: $T = 0.08 (X)$ (33% in / 67% out)
- PM Peak Hour Trip Generation Rate: $T = 0.19 (X)$ (60% in / 40% out)

Shopping Center – ITE Land Use #820

- Weekday Trip Generation Rate: $T = 42.94 (X)$
where T = number of trips and X = 1,000 square feet of gross leasable area
- AM Peak Hour Trip Generation Rate: $T = 1.00 (X)$ (61% in / 39% out)
- PM Peak Hour Trip Generation Rate: $T = 3.73 (X)$ (49% in / 51% out)
- Pass-by: $\ln(T) = -0.29 \ln(X) + 5.00$
Where T = pass-by percentage and X = 1,000 square feet of gross leasable area

¹ Although the Marina land use description within the ITE *Trip Generation* report includes “limited retail and restaurant space,” the retail and restaurant uses at most marinas are typically small in size and cater almost exclusively to the patrons of the marina itself. In the case of Conch Harbor Marina, the existing retail uses serve not only the marina patrons but the surrounding community as well. Likewise, it is anticipated that the proposed retail space will serve both the marina patrons and the surrounding community. As a result and in order to assess traffic impacts with a conservative approach, it was determined that, from a trip generation standpoint, the retail component would be estimated independent of the marina boat slips.

The supporting trip generation information from the ITE report is presented in Attachment A to this document. The results of the trip generation analysis are summarized in Table 1 below.

Table 1 Trip Generation Summary Conch Harbor Marina - Key West, Florida								
Land Use	Size	Daily Trips	AM Peak Hour Trips			PM Peak Hour Trips		
			In	Out	Total	In	Out	Total
<i>Existing</i> Marina	40 berths	118	1	2	3	5	3	8
Retail - Pass-By (57%)	27,000 S.F.	1,159 (661)	16 (9)	11 (6)	27 (15)	49 (28)	52 (30)	101 (58)
Total		616	8	7	15	26	25	51
<i>Proposed</i> Marina	40 berths	118	1	2	3	5	3	8
Retail - Pass-By (51%)	40,500 S.F.	1,739 (887)	25 (13)	16 (8)	41 (21)	74 (38)	77 (39)	151 (77)
Total		970	13	10	23	41	41	82
Difference (Proposed - Existing)		354	5	3	8	15	16	31

Compiled by: Traf Tech Engineering, Inc. (August 2012).

Source: Institute of Transportation Engineers (ITE) Trip Generation (8th Edition) report.

Conclusions

Based upon the foregoing trip generation analysis, the proposed retail expansion of the existing Conch Harbor Marina located at Caroline Street and Grinnell Street in Key West, Florida is anticipated to generate an additional 354 daily vehicle trips, an additional 8 AM peak hour vehicle trips (5 inbound and 3 outbound) and an additional 31 PM peak hour vehicle trips (15 inbound and 16 outbound).

From a traffic engineering standpoint, the new vehicle trips forecast to be generated by this project are considered to be insignificant. For instance, during the AM peak hour the subject retail expansion would, on average, generate one new vehicle trip every seven and one-half (7.5) minutes and during the PM peak hour the retail expansion is forecast to generate one new vehicle trip every two (2) minutes.

If you have any questions or require additional information, please do not hesitate to contact me.

TRAF TECH ENGINEERING, INC.



Karl B. Peterson, P.E.
Senior Transportation Engineer

ATTACHMENT A
Trip Generation Information

Land Use: 420 Marina

Description

Mannas are public or private facilities that provide docks and berths for boats and may include limited retail and restaurant space.

Additional Data

The number of boat berths ranged from 108 to 1,750; the number of acres ranged from 11 to 105, and the number of parking spaces ranged from 65 to 493.

The sites were surveyed between the late 1960s and the late 1980s in California and Washington.

Source Numbers

6, 12, 19, 101, 123, 265

Marina (420)

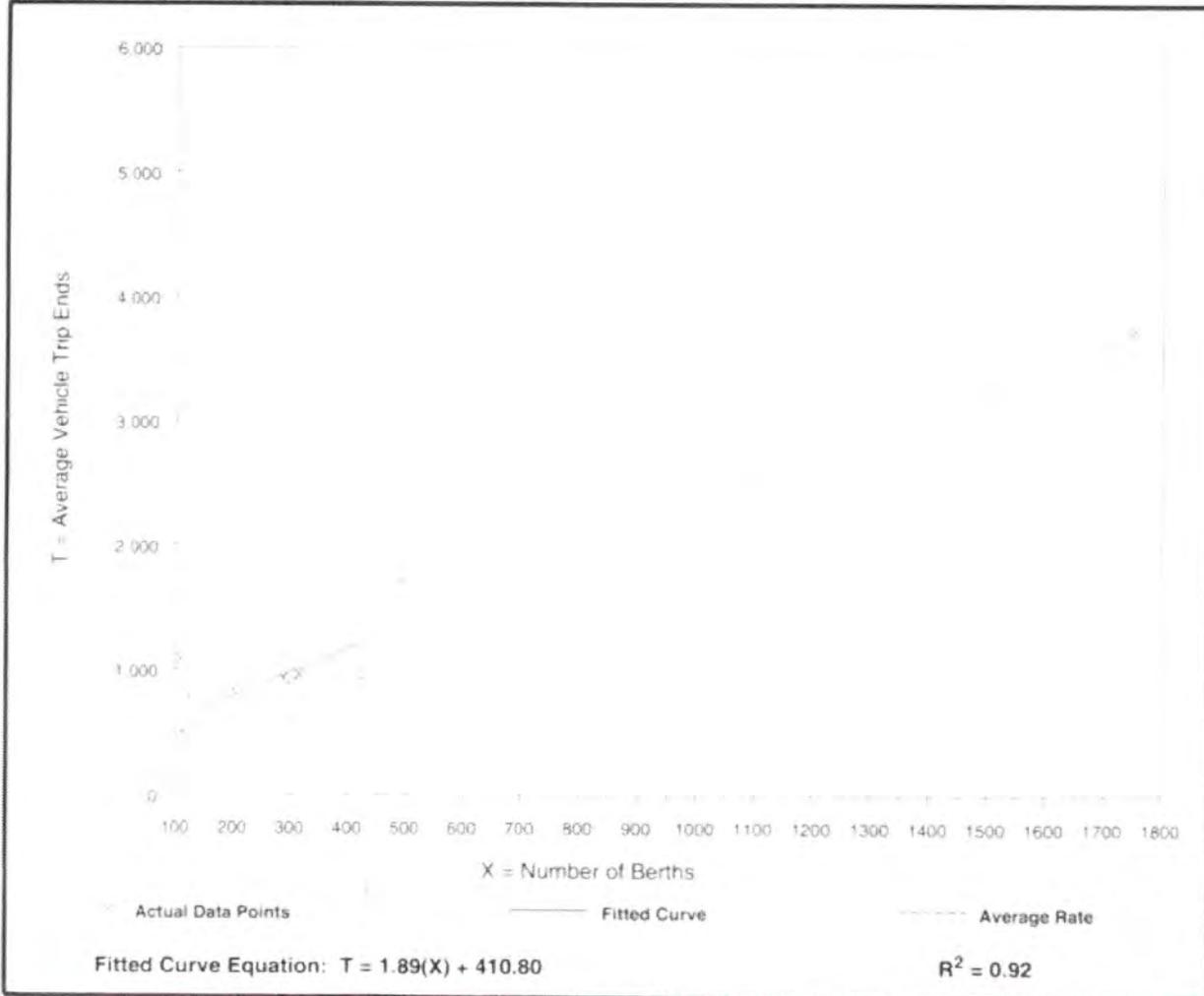
Average Vehicle Trip Ends vs: Berths
On a: Weekday

Number of Studies: 11
Average Number of Berths: 386
Directional Distribution: 50% entering, 50% exiting

Trip Generation per Berth

Average Rate	Range of Rates	Standard Deviation
2.96	1.91 - 10.04	2.26

Data Plot and Equation



Marina (420)

Average Vehicle Trip Ends vs: Berths
 On a: Weekday,
 Peak Hour of Adjacent Street Traffic,
 One Hour Between 7 and 9 a.m.

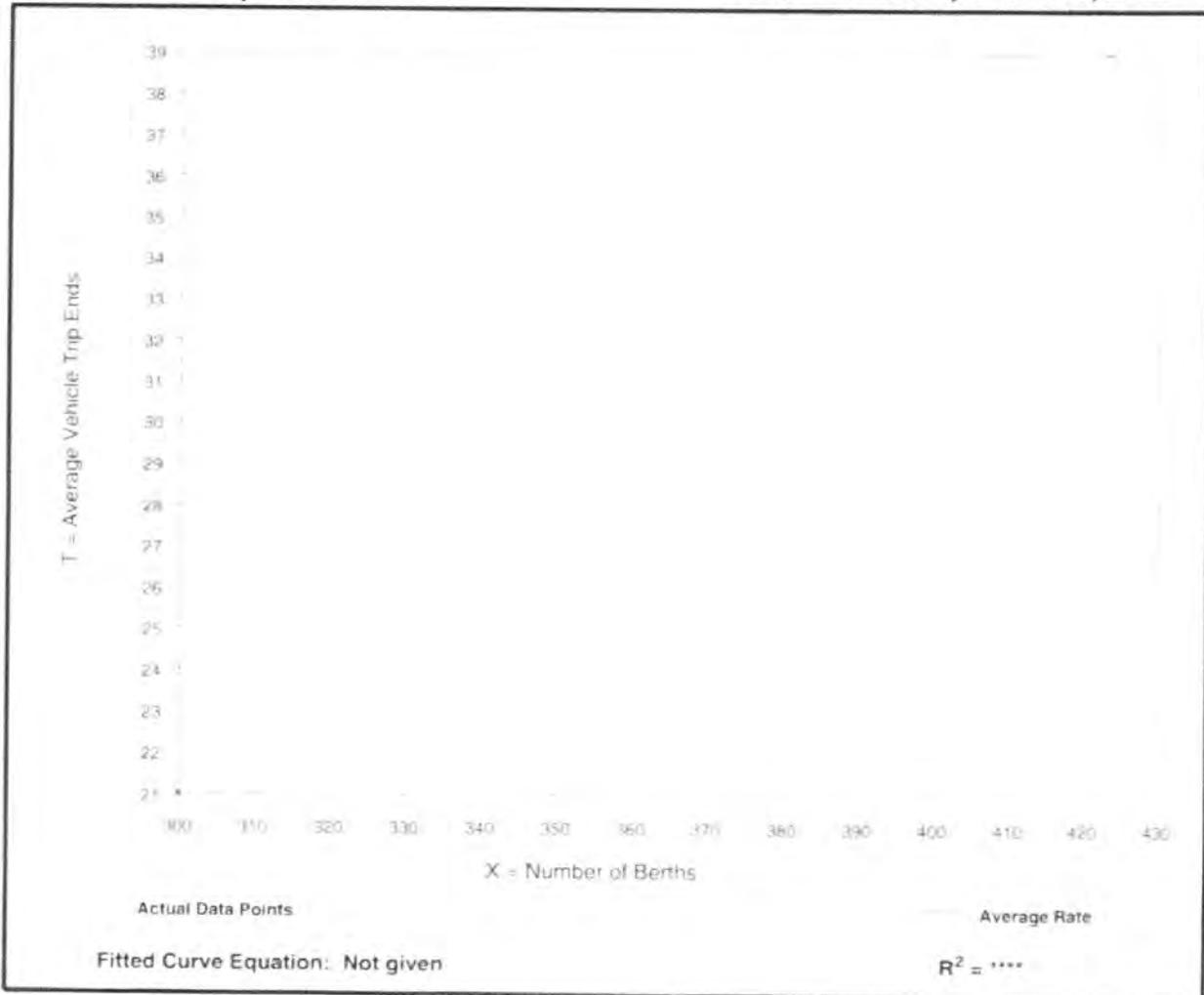
Number of Studies: 2
 Average Number of Berths: 362
 Directional Distribution: 33% entering, 67% exiting

Trip Generation per Berth

Average Rate	Range of Rates	Standard Deviation
0.08	0.07 - 0.09	*

Data Plot and Equation

Caution - Use Carefully - Small Sample Size



**Marina
(420)**

Average Vehicle Trip Ends vs: Berths
On a: Weekday,
Peak Hour of Adjacent Street Traffic,
One Hour Between 4 and 6 p.m.

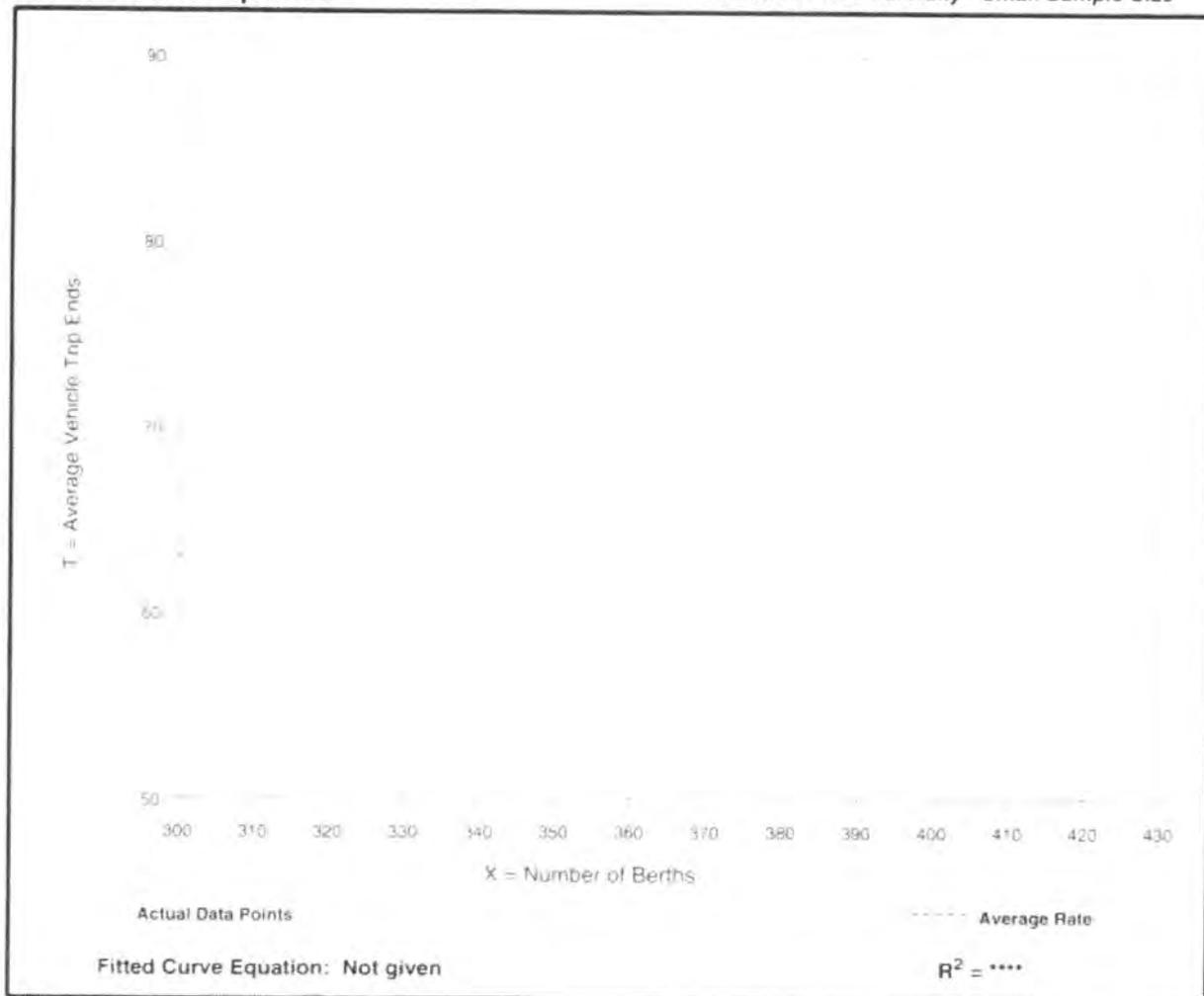
Number of Studies: 2
 Average Number of Berths: 362
 Directional Distribution: 60% entering, 40% exiting

Trip Generation per Berth

Average Rate	Range of Rates	Standard Deviation
0.19	0.17 - 0.21	*

Data Plot and Equation

Caution - Use Carefully - Small Sample Size



Land Use: 820 Shopping Center

Description

A shopping center is an integrated group of commercial establishments that is planned, developed, owned and managed as a unit. A shopping center's composition is related to its market area in terms of size, location and type of store. A shopping center also provides on-site parking facilities sufficient to serve its own parking demands. Specialty retail center (Land Use 814) and factory outlet center (Land Use 823) are related uses.

Additional Data

Shopping centers, including neighborhood centers, community centers, regional centers and super regional centers, were surveyed for this land use. Some of these centers contained non-merchandising facilities, such as office buildings, movie theaters, restaurants, post offices, banks, health clubs and recreational facilities (for example, ice skating rinks or indoor miniature golf courses). The centers ranged in size from 1,700 to 2.2 million square feet gross leasable area (GLA). The centers studied were located in suburban areas throughout the United States and therefore represent typical U.S. suburban conditions.

Many shopping centers, in addition to the integrated unit of shops in one building or enclosed around a mall, include outparcels (peripheral buildings or pads located on the perimeter of the center adjacent to the streets and major access points). These buildings are typically drive-in banks, retail stores, restaurants, or small offices. Although the data herein do not indicate which of the centers studied included peripheral buildings, it can be assumed that some of the data show their effect.

The vehicle trips generated at a shopping center are based upon the total GLA of the center. In cases of smaller centers without an enclosed mall or peripheral buildings, the GLA could be the same as the gross floor area of the building.

Separate equations have been developed for shopping centers during the Christmas shopping season. Plots were included for the weekday peak hour of adjacent street traffic and the Saturday peak hour of the generator.

Information on approximate hourly, monthly and daily variation in shopping center traffic is shown in Tables 1-4. It should be noted, however, that the information contained in these tables is based on a limited sample size. Therefore, caution should be exercised when applying the data. Also, some information provided in the tables may conflict with the results obtained by applying the average rate or regression equations. When this occurs, it is suggested that the results from the average rate or regression equations be used, as they are based on a larger number of studies.

Shopping Center (820)

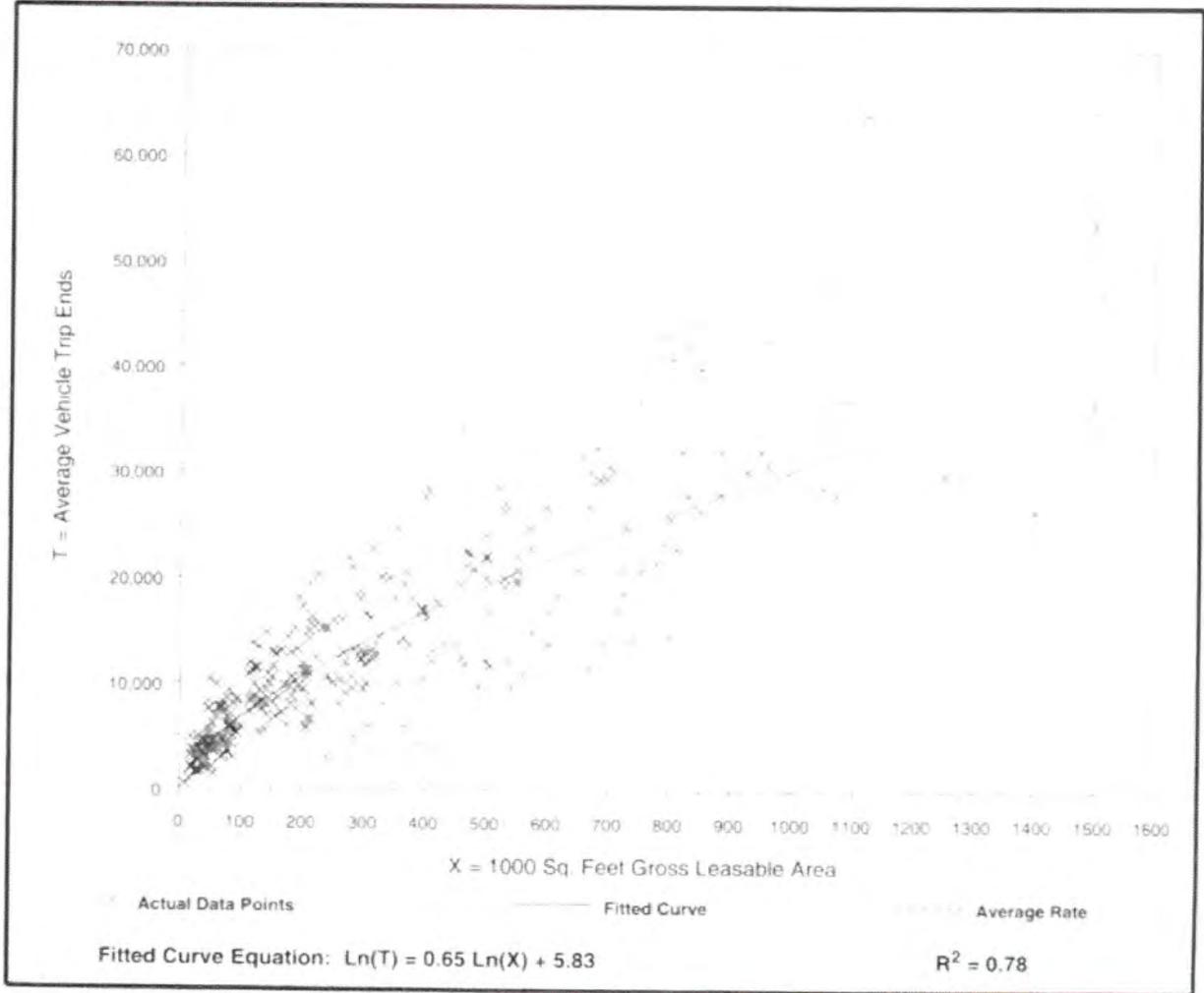
Average Vehicle Trip Ends vs: 1000 Sq. Feet Gross Leasable Area
On a: **Weekday**

Number of Studies: 302
Average 1000 Sq. Feet GLA: 328
Directional Distribution: 50% entering, 50% exiting

Trip Generation per 1000 Sq. Feet Gross Leasable Area

Average Rate	Range of Rates	Standard Deviation
42.94	12.50 - 270.89	21.38

Data Plot and Equation



Shopping Center (820)

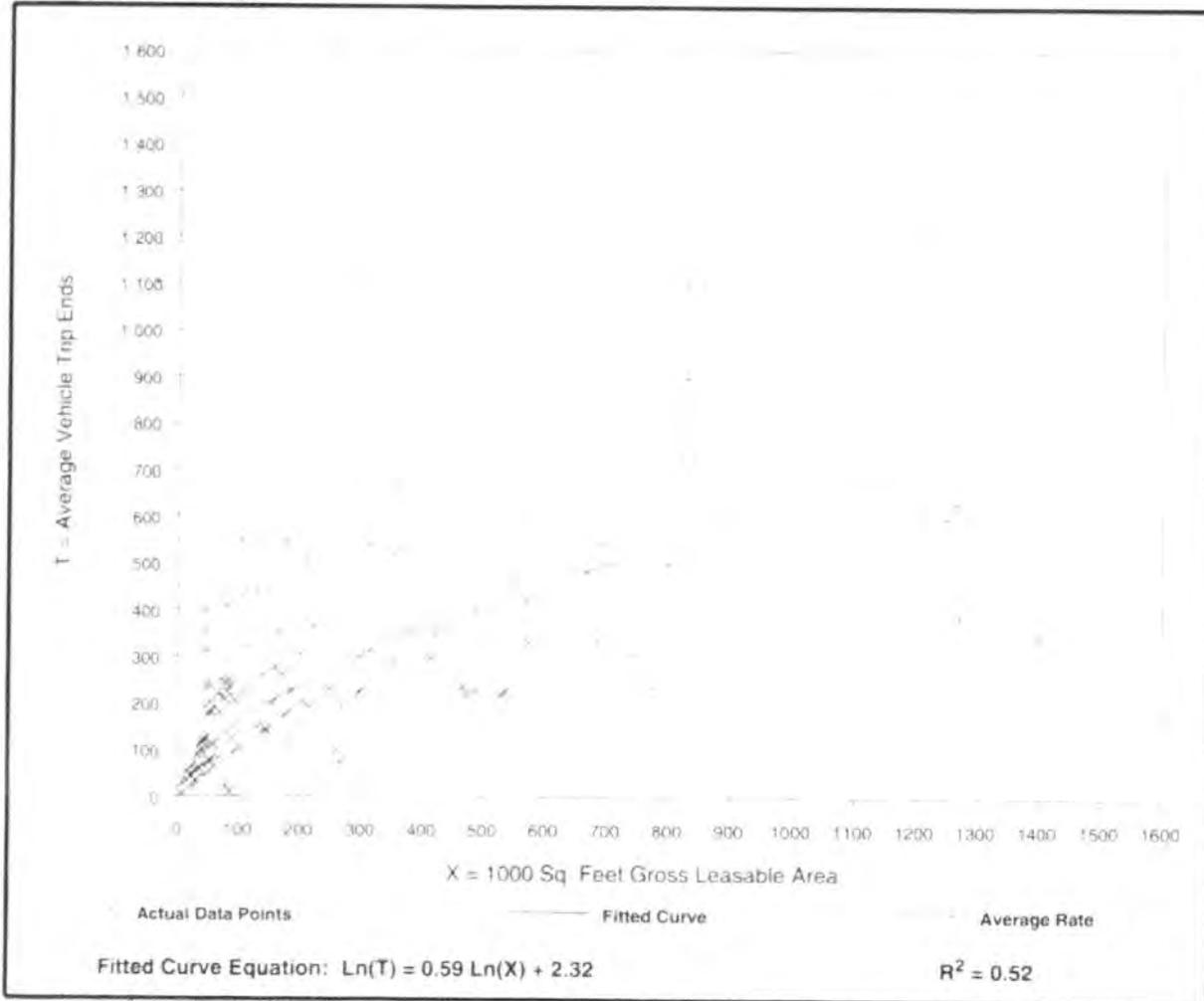
Average Vehicle Trip Ends vs: 1000 Sq. Feet Gross Leasable Area
On a: Weekday,
Peak Hour of Adjacent Street Traffic,
One Hour Between 7 and 9 a.m.

Number of Studies: 101
 Average 1000 Sq. Feet GLA: 296
 Directional Distribution: 61% entering, 39% exiting

Trip Generation per 1000 Sq. Feet Gross Leasable Area

Average Rate	Range of Rates	Standard Deviation
1.00	0.10 - 9.05	1.38

Data Plot and Equation



Shopping Center (820)

Average Vehicle Trip Ends vs: 1000 Sq. Feet Gross Leasable Area
 On a: Weekday,
 Peak Hour of Adjacent Street Traffic,
 One Hour Between 4 and 6 p.m.

Number of Studies: 412
 Average 1000 Sq. Feet GLA: 379
 Directional Distribution: 49% entering, 51% exiting

Trip Generation per 1000 Sq. Feet Gross Leasable Area

Average Rate	Range of Rates	Standard Deviation
3.73	0.68 - 29.27	2.74

Data Plot and Equation

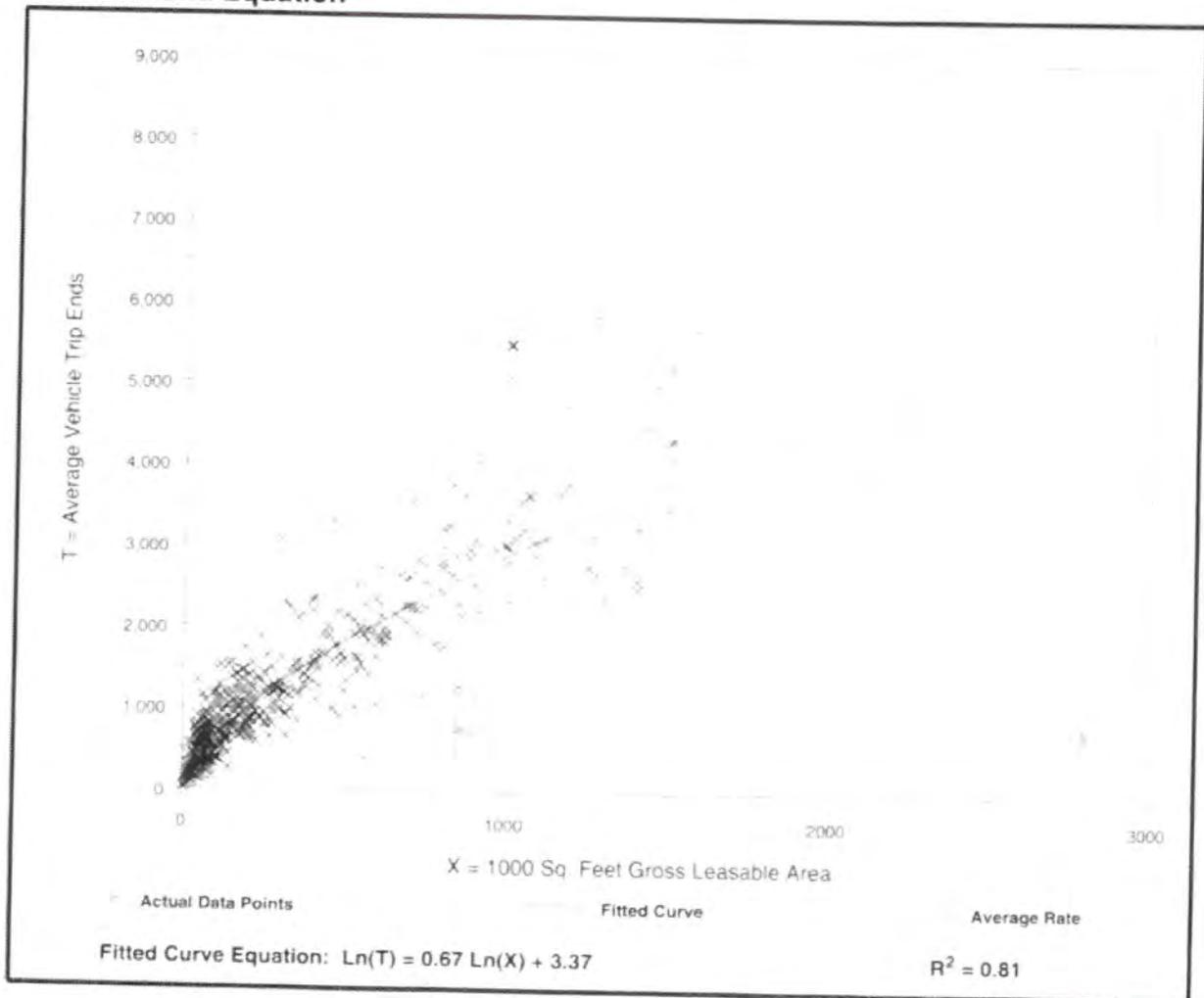


Figure 5.5 Shopping Center (820)

Average Pass-By Trip Percentage vs: 1,000 Sq. Feet Gross Leasable Area
On a: Weekday, p.m. Peak Period
Number of Studies: 100
Average 1,000 Sq. Feet GLA: 329

Data Plot

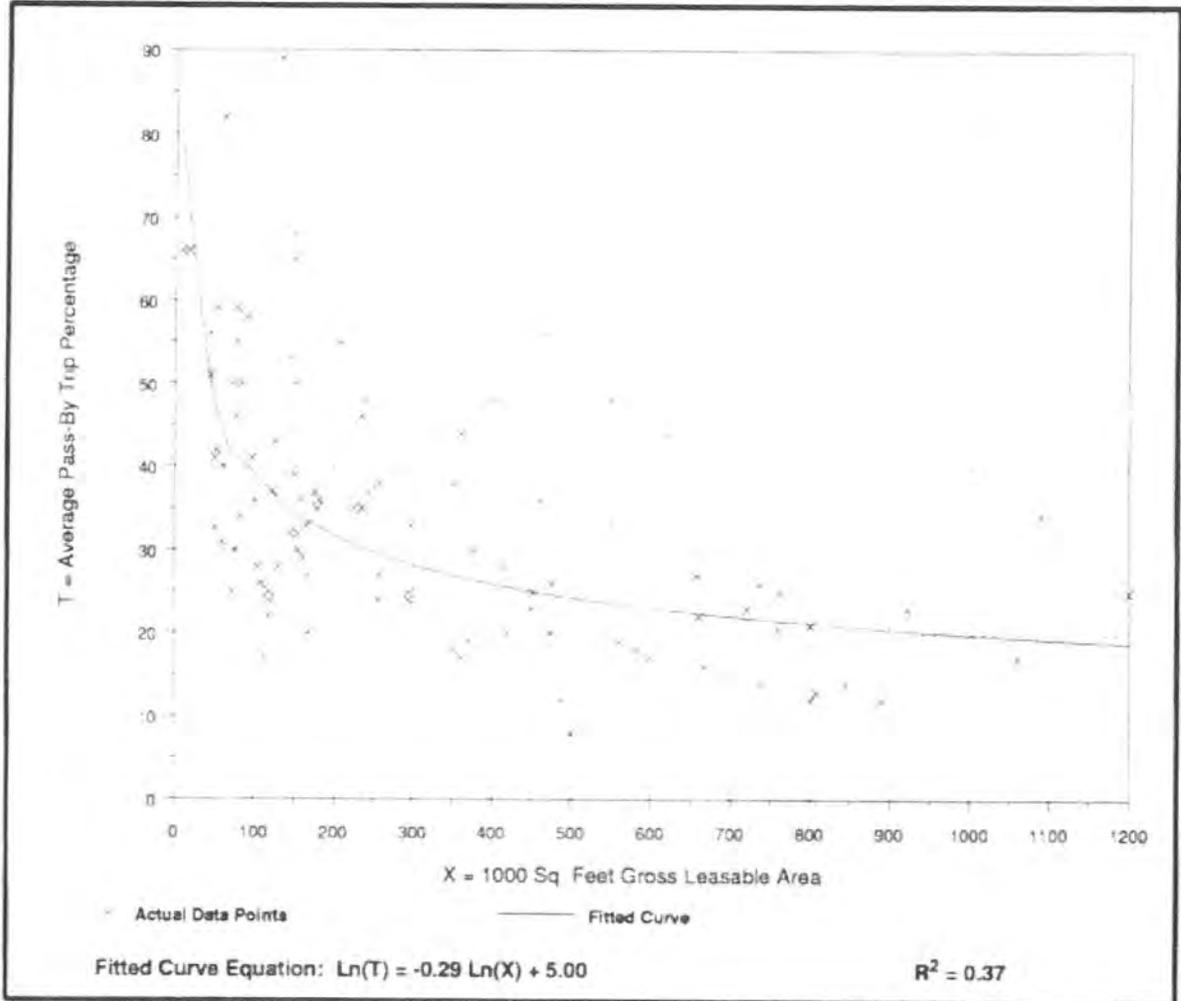


Exhibit E (2020)

**PLANNING BOARD
RESOLUTION No. 2012-52**

**A RESOLUTION OF THE KEY WEST
PLANNING BOARD GRANTING VARIANCES
TO BUILDING COVERAGE, IMPERVIOUS
SURFACE RATIO, FRONT AND STREETSIDE
SETBACK REQUIREMENTS AND PARKING
REQUIREMENTS FOR PROPERTY LOCATED
AT 951 CAROLINE STREET (RE# 00002970-
000000), UNDER THE CODE OF ORDINANCES
OF THE CITY OF KEY WEST, FLORIDA;
PROVIDING FOR AN EFFECTIVE DATE.**

WHEREAS, Code Section 90-391 allows applicants to request variances to the Land Development Regulations through the Planning Board; and

WHEREAS, Section 122-720 of the Code of Ordinances provides for the maximum and minimum dimensional requirements for property located in the HRCC-2 zoning district; and

WHEREAS, the applicant requested variances to Section 122-720 (4) a. & b.: building coverage and impervious surface ratio; and

WHEREAS, the applicant requested variances to Section 122-720 (6) a. & d.: front and side-yard setbacks; and

WHEREAS, the applicant requested a variance to parking requirements per Section 108-572 (16): one parking space per 300 square feet of commercial floor area; and


Chairman


Planning Director

WHEREAS, this matter came before the Planning Board at a public hearing on November 15, 2012; and

WHEREAS, the Planning Board finds that special conditions and circumstances exist which are peculiar to the land, structure, or building involved and which are not applicable to other land, structures or buildings in the same district; and

WHEREAS, the Planning Board finds that the special conditions do not result from the action or negligence of the applicant; and

WHEREAS, the Planning Board finds that granting the variance requested will not confer upon the applicant any special privileges denied by the Land Development Regulations to other lands, buildings or structures in the same zoning district; and

WHEREAS, the Planning Board finds that the literal interpretation of the provisions of the Land Development Regulations would deprive the applicant of rights commonly enjoyed by other properties in this same zoning district under the terms of this ordinance and would work unnecessary and undue hardship on the applicant; and

WHEREAS, the Planning Board finds that the variance granted is the minimum variance

 Chairman

 Planning Director

that will make possible the reasonable use of the land, building or structure; and

WHEREAS, the Planning Board finds that the granting of the variance will be in harmony with the general intent and purpose of the Land Development Regulations and that such variance will not be injurious to the area involved or otherwise detrimental to the public interest or welfare; and

WHEREAS, the Planning Board finds that no non-conforming use of neighboring lands, structures, or buildings in the same district, and no permitted use of lands, structures or buildings in other districts shall be considered grounds for the issuance of any variance; and

WHEREAS, the Planning Board finds that the applicant has demonstrated a “good neighbor policy” by contacting or making a reasonable attempt to contact all noticed property owners who have objected to the variance application, and by addressing the objections expressed by those neighbors;

NOW, THEREFORE, BE IT RESOLVED by the Planning Board of the City of Key West, Florida:

Section 1. That the above recitals are incorporated by reference as if fully set forth herein.

Section 2. That the variances to building coverage from the 50% allowed to the 56.8% proposed, to the impervious surface ratio from the 60% allowed to the 86.1% proposed, to the front-yard setback of 10 feet required to the 5.6 feet proposed, to the street-side setback of 7.5 feet required to the zero feet proposed and the 144 required number of parking spaces required to the 102

proposed associated with an amendment to a Major Development Plan and Condition Use approval for property located at 951 Caroline Street (RE# 00002970-000000) in the Key West Bight per Sections 122-720(4) a. & b., 122-720 (6) a. & d. and 108-572 (16) of the Land Development Regulations of the Code of Ordinances of the City of Key West, are approved as shown on the attached plan set received October 31, 2012, with the following conditions:

Condition to be completed prior to the issuance of building permits:

Any parking agreement is approved by the City Commission.

Condition to be completed prior to the issuance of a Certificate of Occupancy:

All five (5) auto and 123 bicycle scooter-parking spaces are installed.

Section 3. It is a condition of this variance that full, complete, and final application for all permits required for any new construction for any use and occupancy for which this variance is wholly or partly necessary, whether or not such construction is suggested or proposed in the documents presented in support of this variance, shall be submitted in its entirety within two years after the date hereof; and further, that no application or reapplication for new construction for which the variance is wholly or partly necessary shall be made after expiration of the two-year period without the applicant obtaining an extension from the Planning Board and demonstrating that no change of circumstances to the property or its underlying zoning has occurred.

Section 4. The failure to submit a full and complete application for permits for new construction for which this variance is wholly or partly necessary, or the failure to complete new construction for use and occupancy pursuant to this variance in accordance with the terms of a City building permit issued upon timely application as described in Section 3 hereof, shall immediately

operate to terminate this variance, which variances shall be of no force or effect.

Section 5. This variance does not constitute a finding as to ownership or right to possession of the property, and assumes, without finding, the correctness of applicant's assertion of legal authority respecting the property.

Section 6. This resolution shall go into effect immediately upon its passage and adoption and authentication by the signatures of the presiding officer and the Clerk of the Commission.

Section 7. This resolution is subject to appeal periods as provided by the City of Key West Code of Ordinances (including the Land Development Regulations). After the City appeal period has expired, this permit or development order will be rendered to the Florida Department of Community Affairs. Pursuant to Chapter 9J-1, F.A.C., this permit or development order is not effective for forty five (45) days after it has been properly rendered to the DCA with all exhibits and applications attached to or incorporated by reference in this approval; that within the forty five (45) day review period the DCA can appeal the permit or development order to the Florida Land and Water Adjudicatory Commission; and that such an appeal stays the effectiveness of the permit until the appeal is resolved by agreement or order.

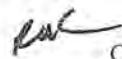
Read and passed on first reading at a regularly scheduled meeting held this 15th day of November, 2012.

Authenticated by the Chairman of the Planning Board and the Planning Director.



Richard Klitenick, Chairman
Key West Planning Board

11/19/2012
Date


Chairman

Planning Director

Attest:



Donald L. Craig, AICP
Planning Director

11-19-12

Date

Filed with the Clerk:



Cheryl Smith, City Clerk

11-19-12

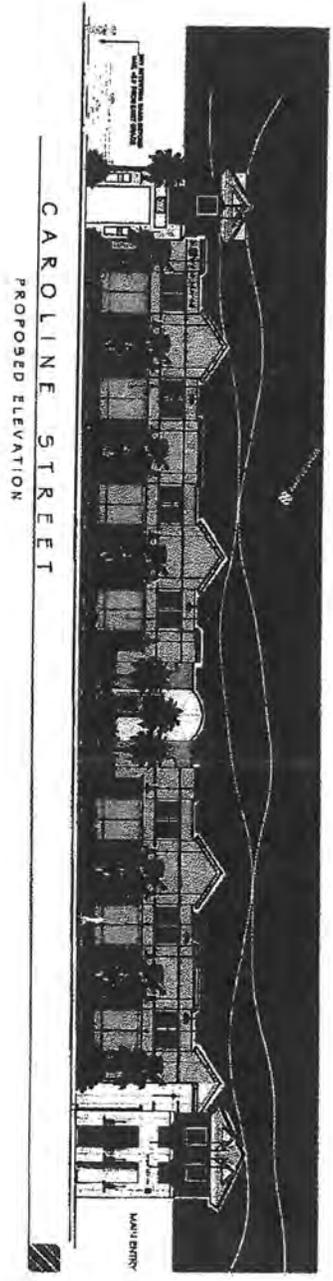
Date



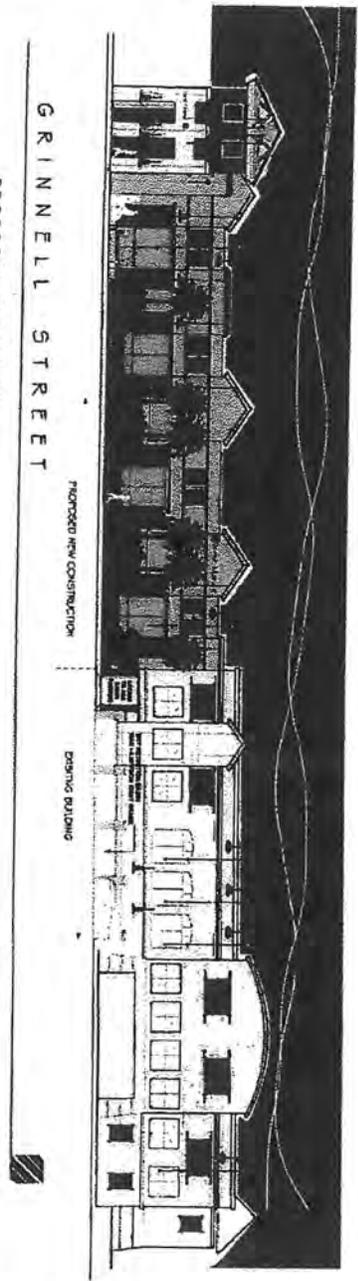
Chairman



Planning Director



CAROLINE STREET
PROPOSED ELEVATION

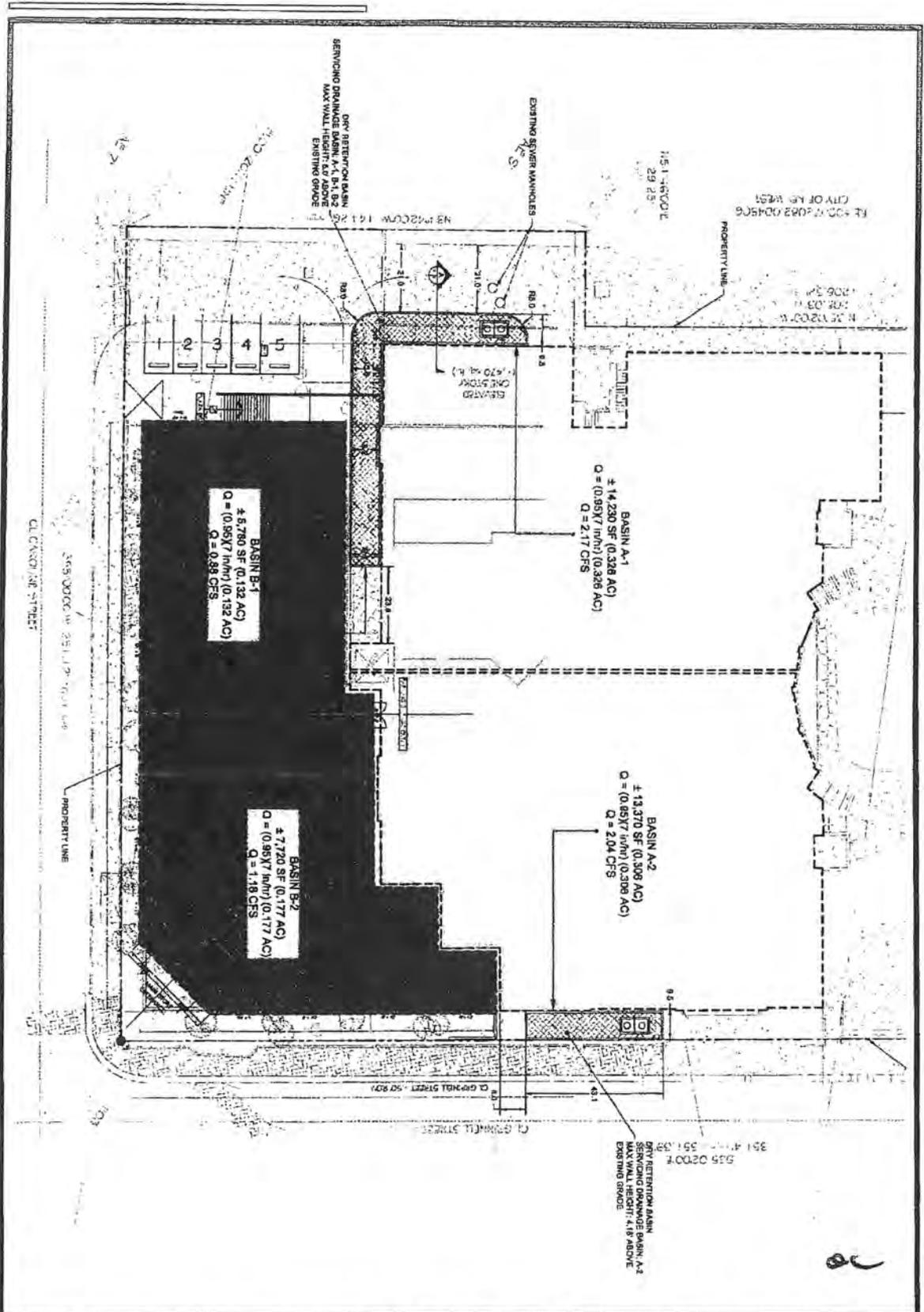


GRINNELL STREET
PROPOSED ELEVATION

DC
RHK

DATE: 11/11/11
SCALE: AS SHOWN
DRAWN BY: [illegible]
CHECKED BY: [illegible]

<p>ELIZABETH NEWLAND LANDSCAPE ARCHITECTURE, LLC 4515 Peachtree Lane, Suite 400 Atlanta, Georgia 30340 Phone: 404.251.1111 elizabeth@newland.com</p>	<p>WEST MARINE CONCH HARBOR 951-955 CAROLINE ST. KEY WEST, FLORIDA</p>	<p>DATE: 11/11/11 SCALE: AS SHOWN DRAWN BY: [illegible] CHECKED BY: [illegible]</p> <p>SCHISMAITC LANDSCAPE ELEVATIONS</p> <p>L4.0</p>
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DATE	1/15/12
DESIGN	ALP
CHECK	ALP
SCALE	AS SHOWN
SHEET	3

CONCH HARBOR ARENA
851 CAROLINE STREET
KEY WEST, FL 33040
CONCEPTUAL DRAINAGE PLAN

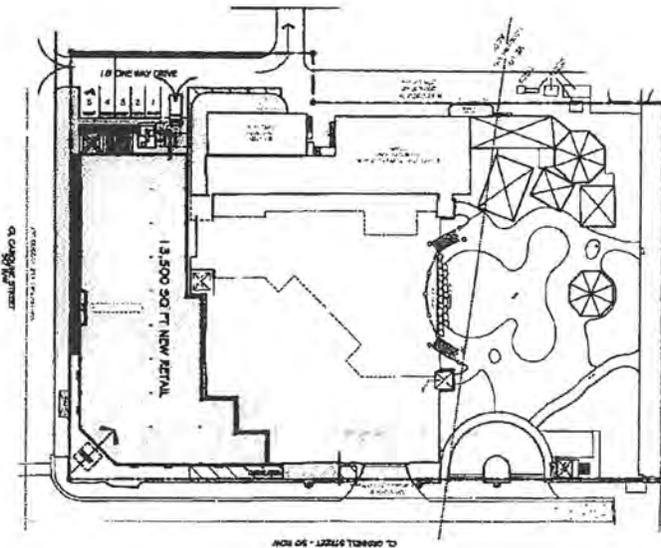
REVISED	DATE	BY

ALUNE PEREZ, P.E.
 P.E. No. 10,848
 April 21, 2012

CIVIL ENGINEERING - DESIGN - CONSTRUCTION MANAGEMENT

Perez Engineering & Development, Inc.
 3037 East Palmetto Avenue, Suite 140
 Key West, Florida 33040
 Tel: 305.852.1171 Fax: 305.852.1172

Handwritten initials: ALP



Ⓛ1 PROPOSED SITE PLAN
Scale: 1" = 50'

MAP OF HONOLULU'S TOPOGRAPHIC LAYOUT
SECTION 8.1, TOWNSHIP 43 SOUTH, RANGE 18 WEST
DEPART OF CITY OF HONOLULU, HAWAII
NOTE: THIS PLAN IS BASED ON THE HONOLULU TOPOGRAPHIC LAYOUT
SECTION 8.1, TOWNSHIP 43 SOUTH, RANGE 18 WEST
DEPART OF CITY OF HONOLULU, HAWAII.

- INDEX OF DRAWINGS**
- A-1 SITE PLAN
 - A-2 FIRST LEVEL PLAN
 - A-3 SECOND LEVEL PLAN
 - A-4 GRADE LEVEL PLAN
 - A-5 PROPOSED ELEVATIONS

PETER M. PITE P.L.A. REGISTRATION # A00015198

PLANNING SET 10-25-12

SHEET 1
OF
A-1

DRAWING TITLE:
SITE PLAN

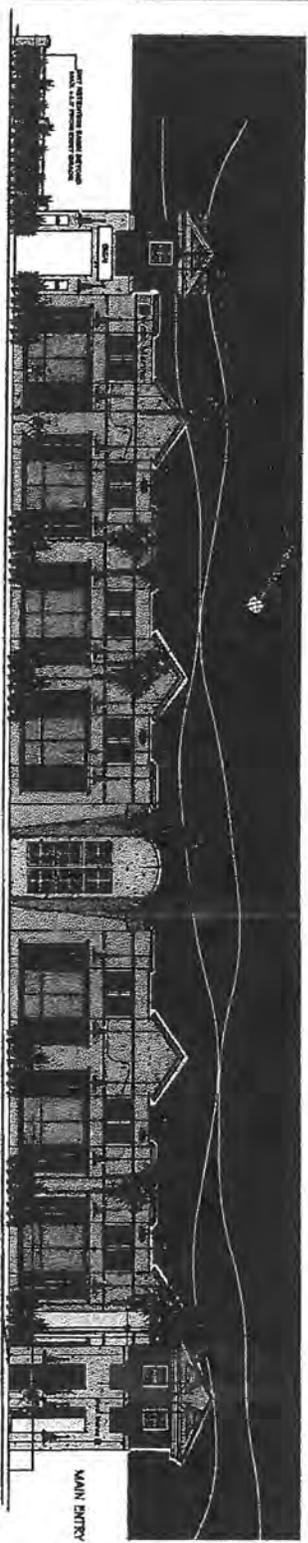
PROJECT:
West Marine
 CONCH HARBOR 951-955 CAROLINE ST.
 KEY WEST, FLORIDA

471 US HIGHWAY 1
SUITE 101
KEY WEST, FLA. 33040
305-296-1672

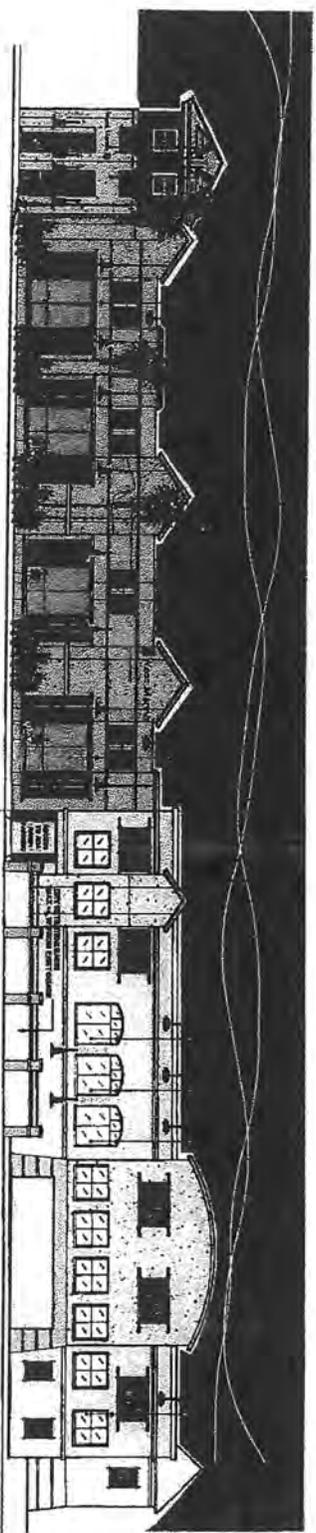
ARCHITECT:
PETER M. PITE
 ARCHITECT
 471 US HIGHWAY 1
SUITE 101
KEY WEST, FLA. 33040
305-296-1672

REVISIONS	DATE	DESCRIPTION

DC *Pink*



CAROLINE STREET
PROPOSED ELEVATION



GRINNELL STREET
PROPOSED ELEVATION



West Marine
PROPOSED WEST MARINE RETAIL CENTER
- AT CONCH HARBOR -
ARCHITECT: PETER PIETZ & ASSOCIATES
471 US HIGHWAY 1, KEY WEST FLORIDA 309-296-1492

PETER M. PIETZ P.A. REGISTRATION # AB0019190

PLANNING SET 10-25-12

SHEET /
A-4
OF

DRAWING TITLE:
EXISTING / PROPOSED
ELEVATIONS

PROJECT:
West Marine
CONCH HARBOR 951-955 CAROLINE ST.
KEY WEST, FLORIDA

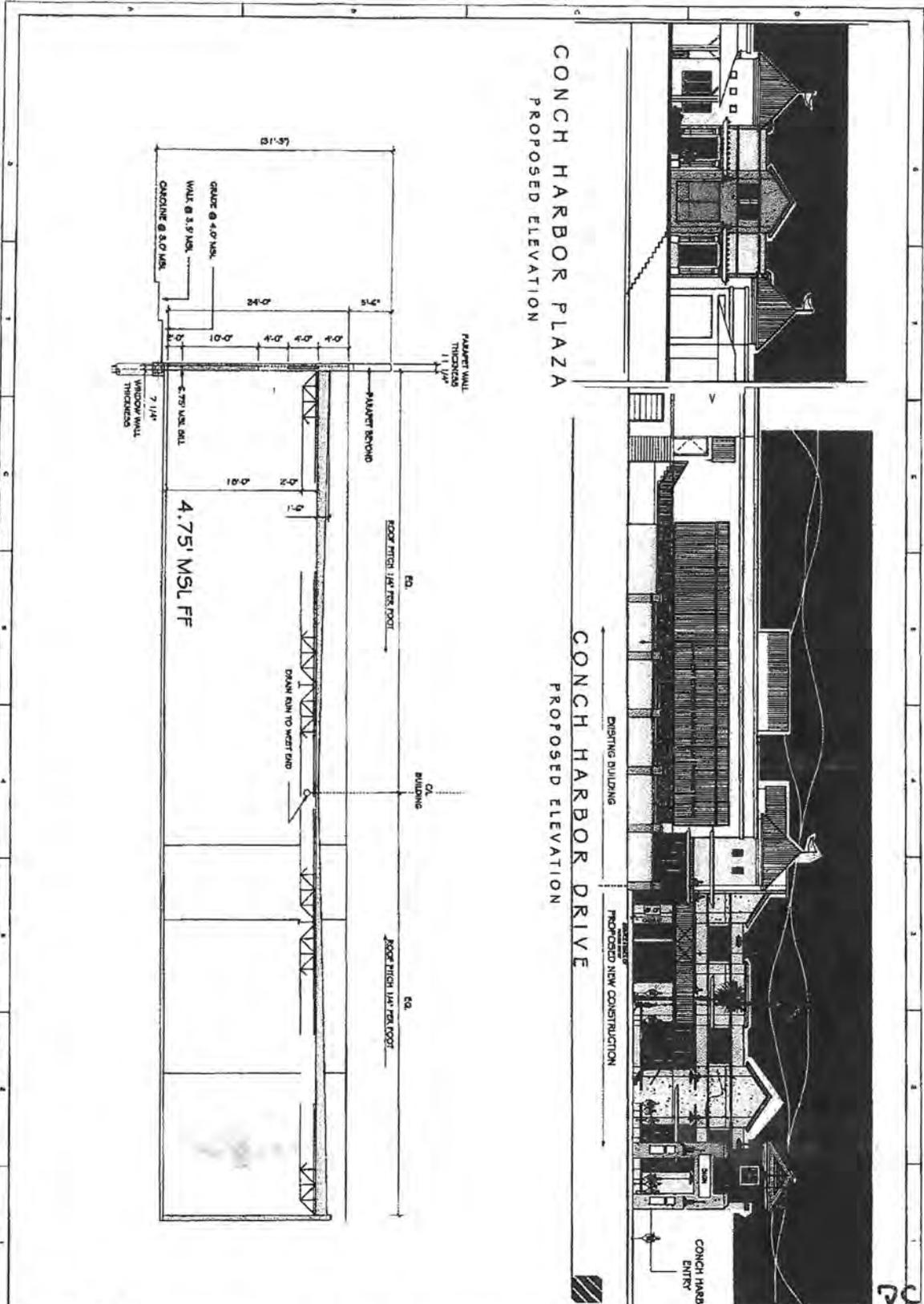
471 US HIGHWAY 1
SUITE 101
KEY WEST, FLA. 33040
309-296-1492

PETER PIETZ
ARCHITECT

DATE	DESCRIPTION

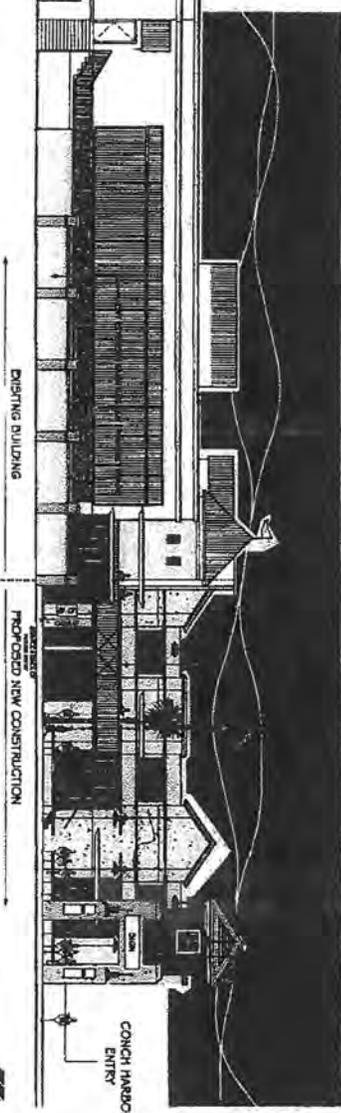
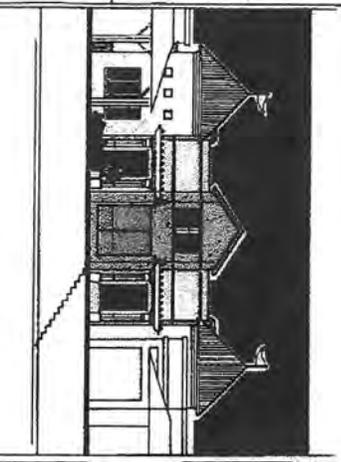
NEVER, EVER SCALE REPRODUCED DRAWINGS - BAD IDEA

OC
KHZ



CONCH HARBOR PLAZA
PROPOSED ELEVATION

CONCH HARBOR DRIVE
PROPOSED ELEVATION



PETER M. PIETZ P.L.L.C. REGISTRATION # AB0015195

PLANNING SET 10-25-12

SHEET 3
OF
A-5

DRAWING TITLE:
PROPOSED
ELEVATIONS

PROJECT:
West Marine
CONCH HARBOR 951-955 CAROLINE ST.
KEY WEST, FLORIDA

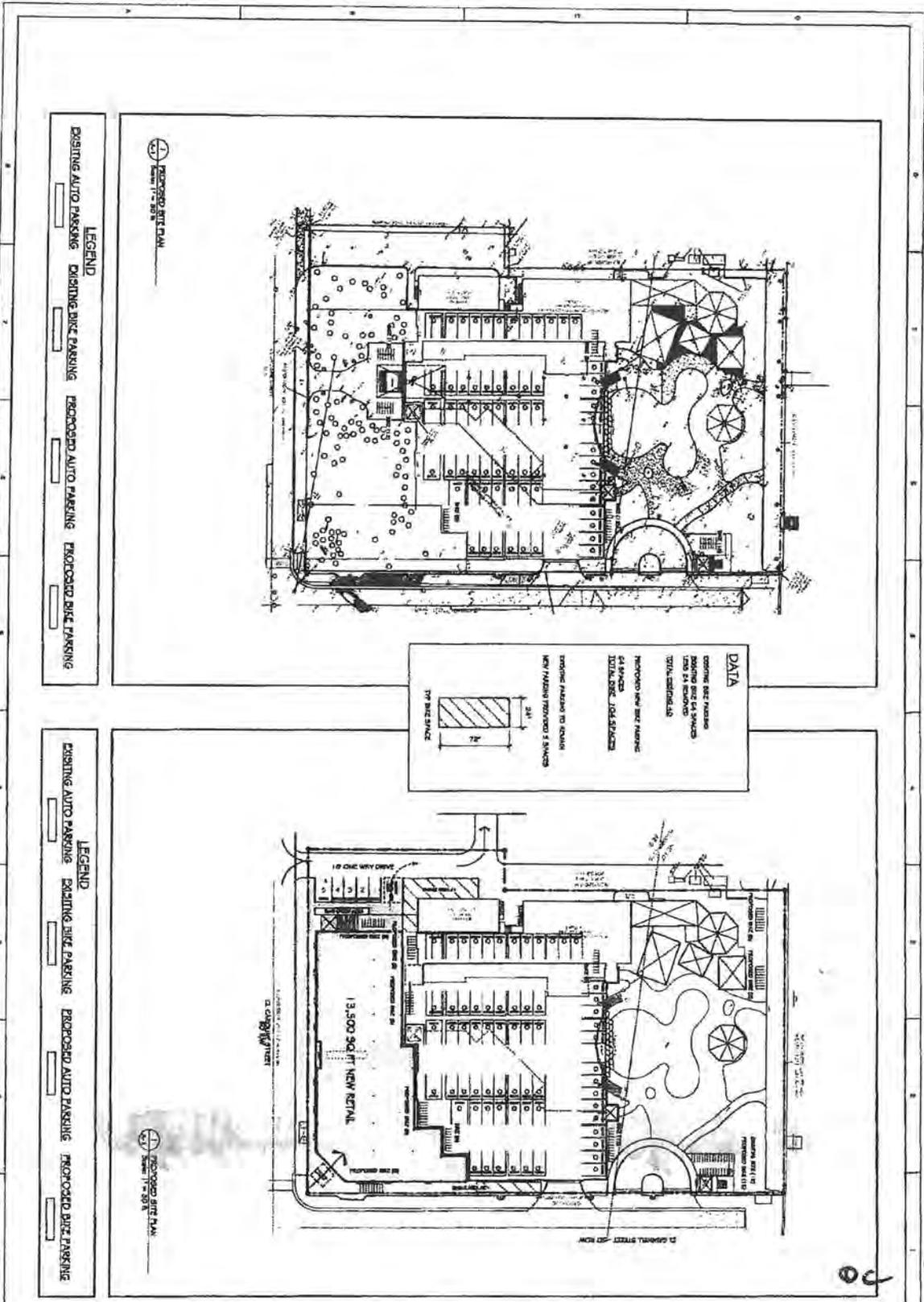
471 US HIGHWAY 1
SUITE 101
KEY WEST, FLA. 33040
305-295-1492

PETER PIETZ
REGISTERED ARCHITECT

REVISIONS	DATE

NEVER, EVER! SCALE REPRODUCED DRAWINGS - BAD IDEA

Handwritten initials: MKZ



LEGEND

EXISTING AUTO PARKING

EXISTING BIKE PARKING

PROPOSED AUTO PARKING

PROPOSED BIKE PARKING

LEGEND

EXISTING AUTO PARKING

EXISTING BIKE PARKING

PROPOSED AUTO PARKING

PROPOSED BIKE PARKING

DATA

EXISTING NET NUMBER OF SPACES 1200

PROPOSED NET NUMBER OF SPACES 1200

EXISTING BIKE SPACES 100

PROPOSED BIKE SPACES 100

EXISTING TOTAL SPACES 1300

PROPOSED TOTAL SPACES 1300

EXISTING PARKING TO REMAIN

NEW / EXISTING PROPOSED 3 SPACES

34"

72"

17' BIKE SPACE

PETER M. PINE P.L.A. REGISTRATION # ABO01 5198

PLANNING SET 10-25-12

SHEET 1

A-7

DRAWING TITLE:

PARKING PLAN

PROJECT

West Marine

CONCH HARBOR 951-955 CAROLINE ST. KEY WEST, FLORIDA

471 US HIGHWAY 1 SUITE 101 KEY WEST, FLA. 33040 305-295-1428

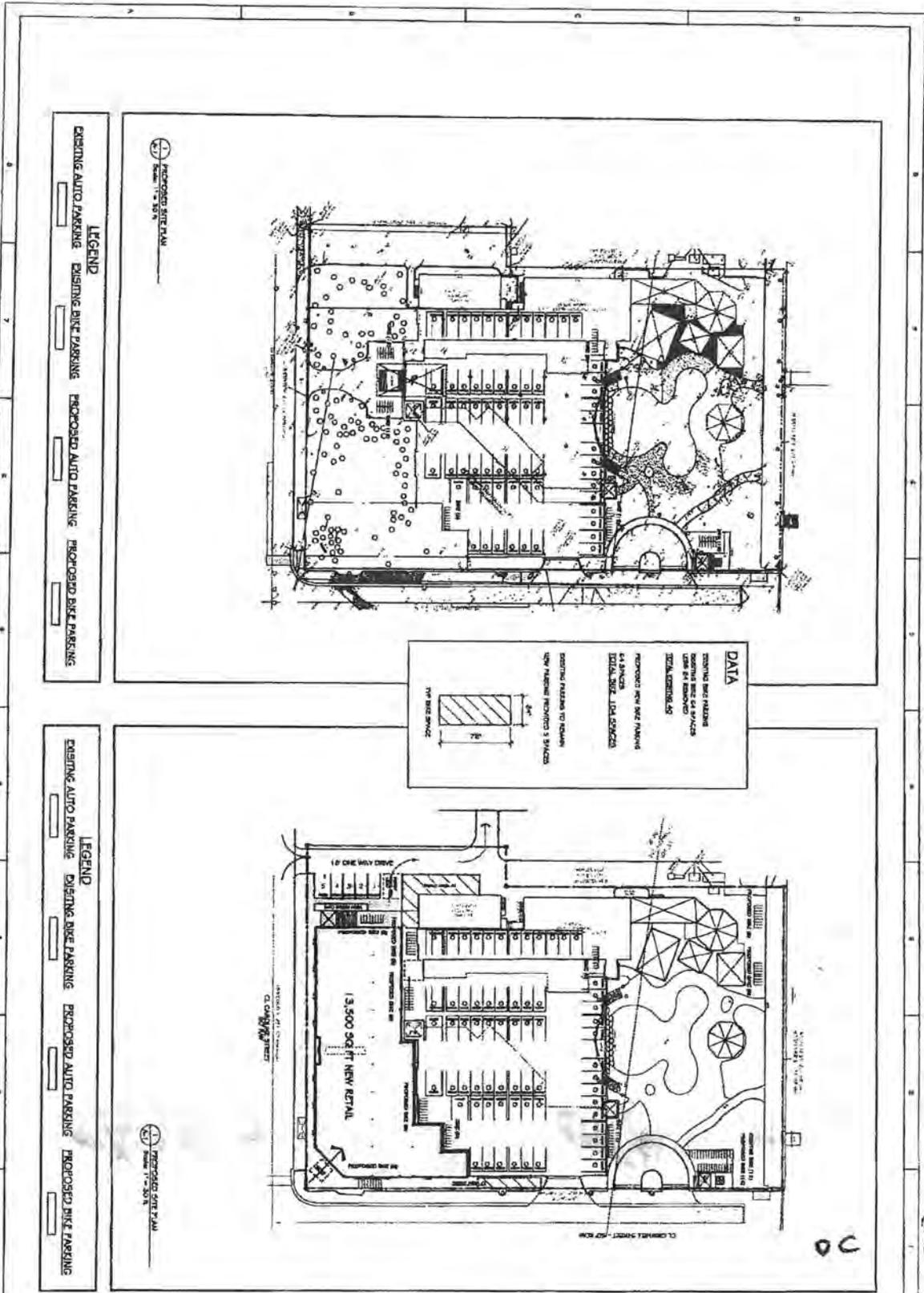
PETER M. PINE ARCHITECTS

NO. 1	DATE	DESCRIPTION

NEVER, EVER, SCALE REPRODUCED DRAWINGS - BAD IDEA

OC

RMC



LEGEND

EXISTING AUTO PARKING EXISTING BIKE PARKING PROPOSED AUTO PARKING PROPOSED BIKE PARKING

LEGEND

EXISTING AUTO PARKING EXISTING BIKE PARKING PROPOSED AUTO PARKING PROPOSED BIKE PARKING

DATA

TOTAL NEW PARKING SPACES: 64 (A/P/C/B)

EXISTING BIKE PARKING: 10

TOTAL EXISTING: 40

PROPOSED NEW BIKE PARKING: 14

EXISTING BIKE PARKING: 10

TOTAL BIKE PARKING: 24

PROPOSED NEW BIKE PARKING: 14

EXISTING BIKE PARKING: 10

TOTAL BIKE PARKING: 24

PROPOSED NEW BIKE PARKING: 14

EXISTING BIKE PARKING: 10

TOTAL BIKE PARKING: 24

PETER M. FINE P.A. REGISTRATION # A20018195

SHEET #
A-7
OF

DRAWING TITLE:
PARKING PLAN

PROJECT:
West Marine
CONCH HARBOR 951-955 CAROLINE ST.
KEY WEST, FLORIDA

471 US HIGHWAY 1
SUITE 101
KEY WEST, FLA. 33040
305-236-1692

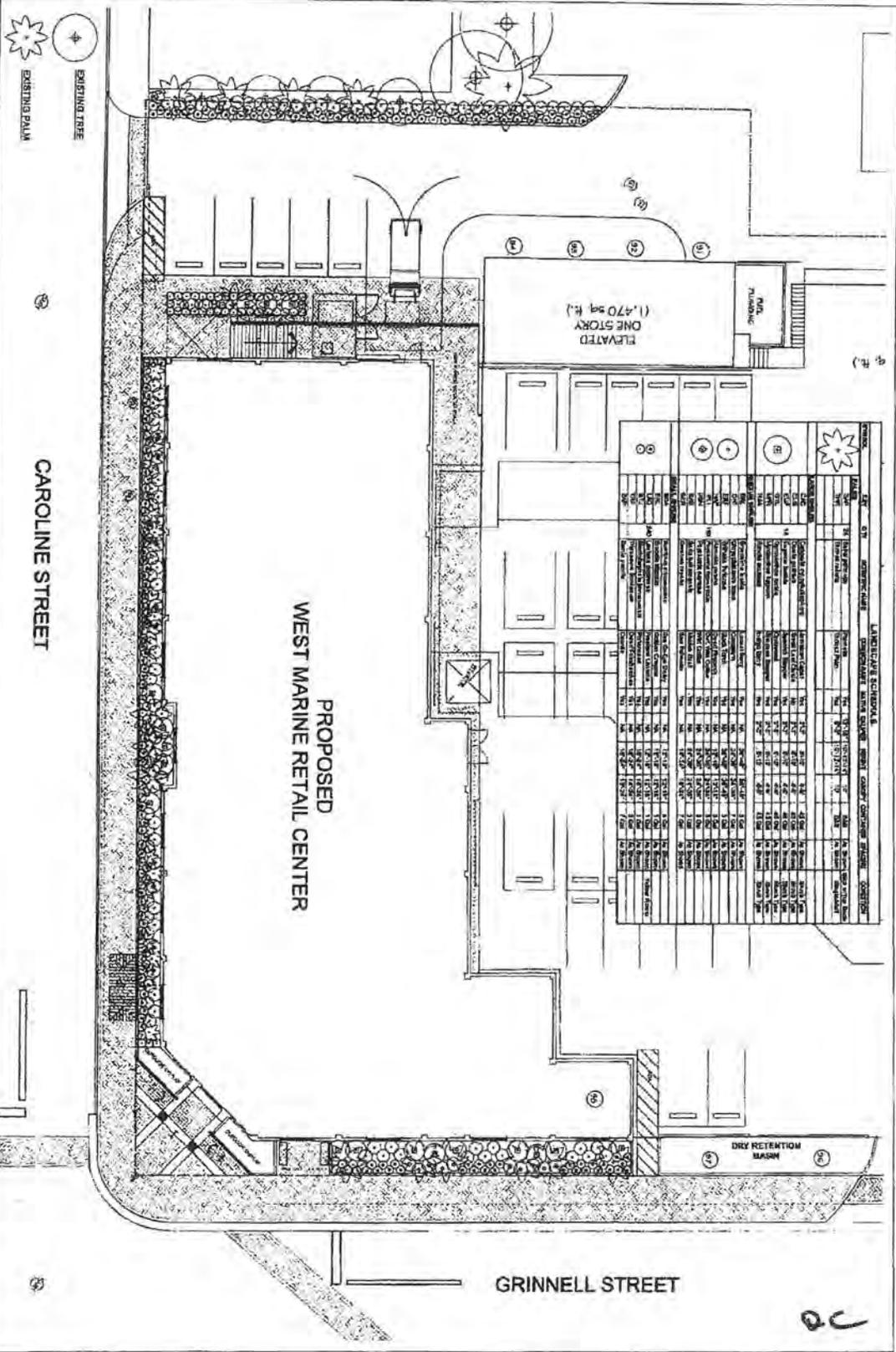
ARCHITECT:
PETER M. FINE P.A.

REVISIONS TABLE

NEVER, EVER! SCALE RETRODUCE DRAWINGS - BAD IDEA!

OC
PUC

LANDSCAPE PLAN
SCALE: 1" = 10'



LANDSCAPE SCHEDULE

NO.	SYMBOL	PLANT NAME	HEIGHT	SPACING	PLANTING RATE	PLANTING DATE	PLANTING METHOD	PLANTING NOTES
1	(Symbol)	FLORIDA PALM	10'	10' x 10'	1/100	ASAP	PLANT IN 10' DIA. HOLES	PLANT IN 10' DIA. HOLES
2	(Symbol)	FLORIDA PALM	10'	10' x 10'	1/100	ASAP	PLANT IN 10' DIA. HOLES	PLANT IN 10' DIA. HOLES
3	(Symbol)	FLORIDA PALM	10'	10' x 10'	1/100	ASAP	PLANT IN 10' DIA. HOLES	PLANT IN 10' DIA. HOLES
4	(Symbol)	FLORIDA PALM	10'	10' x 10'	1/100	ASAP	PLANT IN 10' DIA. HOLES	PLANT IN 10' DIA. HOLES
5	(Symbol)	FLORIDA PALM	10'	10' x 10'	1/100	ASAP	PLANT IN 10' DIA. HOLES	PLANT IN 10' DIA. HOLES
6	(Symbol)	FLORIDA PALM	10'	10' x 10'	1/100	ASAP	PLANT IN 10' DIA. HOLES	PLANT IN 10' DIA. HOLES
7	(Symbol)	FLORIDA PALM	10'	10' x 10'	1/100	ASAP	PLANT IN 10' DIA. HOLES	PLANT IN 10' DIA. HOLES
8	(Symbol)	FLORIDA PALM	10'	10' x 10'	1/100	ASAP	PLANT IN 10' DIA. HOLES	PLANT IN 10' DIA. HOLES
9	(Symbol)	FLORIDA PALM	10'	10' x 10'	1/100	ASAP	PLANT IN 10' DIA. HOLES	PLANT IN 10' DIA. HOLES
10	(Symbol)	FLORIDA PALM	10'	10' x 10'	1/100	ASAP	PLANT IN 10' DIA. HOLES	PLANT IN 10' DIA. HOLES
11	(Symbol)	FLORIDA PALM	10'	10' x 10'	1/100	ASAP	PLANT IN 10' DIA. HOLES	PLANT IN 10' DIA. HOLES
12	(Symbol)	FLORIDA PALM	10'	10' x 10'	1/100	ASAP	PLANT IN 10' DIA. HOLES	PLANT IN 10' DIA. HOLES
13	(Symbol)	FLORIDA PALM	10'	10' x 10'	1/100	ASAP	PLANT IN 10' DIA. HOLES	PLANT IN 10' DIA. HOLES
14	(Symbol)	FLORIDA PALM	10'	10' x 10'	1/100	ASAP	PLANT IN 10' DIA. HOLES	PLANT IN 10' DIA. HOLES
15	(Symbol)	FLORIDA PALM	10'	10' x 10'	1/100	ASAP	PLANT IN 10' DIA. HOLES	PLANT IN 10' DIA. HOLES
16	(Symbol)	FLORIDA PALM	10'	10' x 10'	1/100	ASAP	PLANT IN 10' DIA. HOLES	PLANT IN 10' DIA. HOLES
17	(Symbol)	FLORIDA PALM	10'	10' x 10'	1/100	ASAP	PLANT IN 10' DIA. HOLES	PLANT IN 10' DIA. HOLES
18	(Symbol)	FLORIDA PALM	10'	10' x 10'	1/100	ASAP	PLANT IN 10' DIA. HOLES	PLANT IN 10' DIA. HOLES
19	(Symbol)	FLORIDA PALM	10'	10' x 10'	1/100	ASAP	PLANT IN 10' DIA. HOLES	PLANT IN 10' DIA. HOLES
20	(Symbol)	FLORIDA PALM	10'	10' x 10'	1/100	ASAP	PLANT IN 10' DIA. HOLES	PLANT IN 10' DIA. HOLES

NOTES:
NOT FOR CONSTRUCTION.
SITE PLAN PROVIDED BY PETER PIKE ARCHITECT.
LANDSCAPE PROVIDED BY PEREZ ENGINEERING.

DATE: 11/11/11
SCALE: 1" = 10'

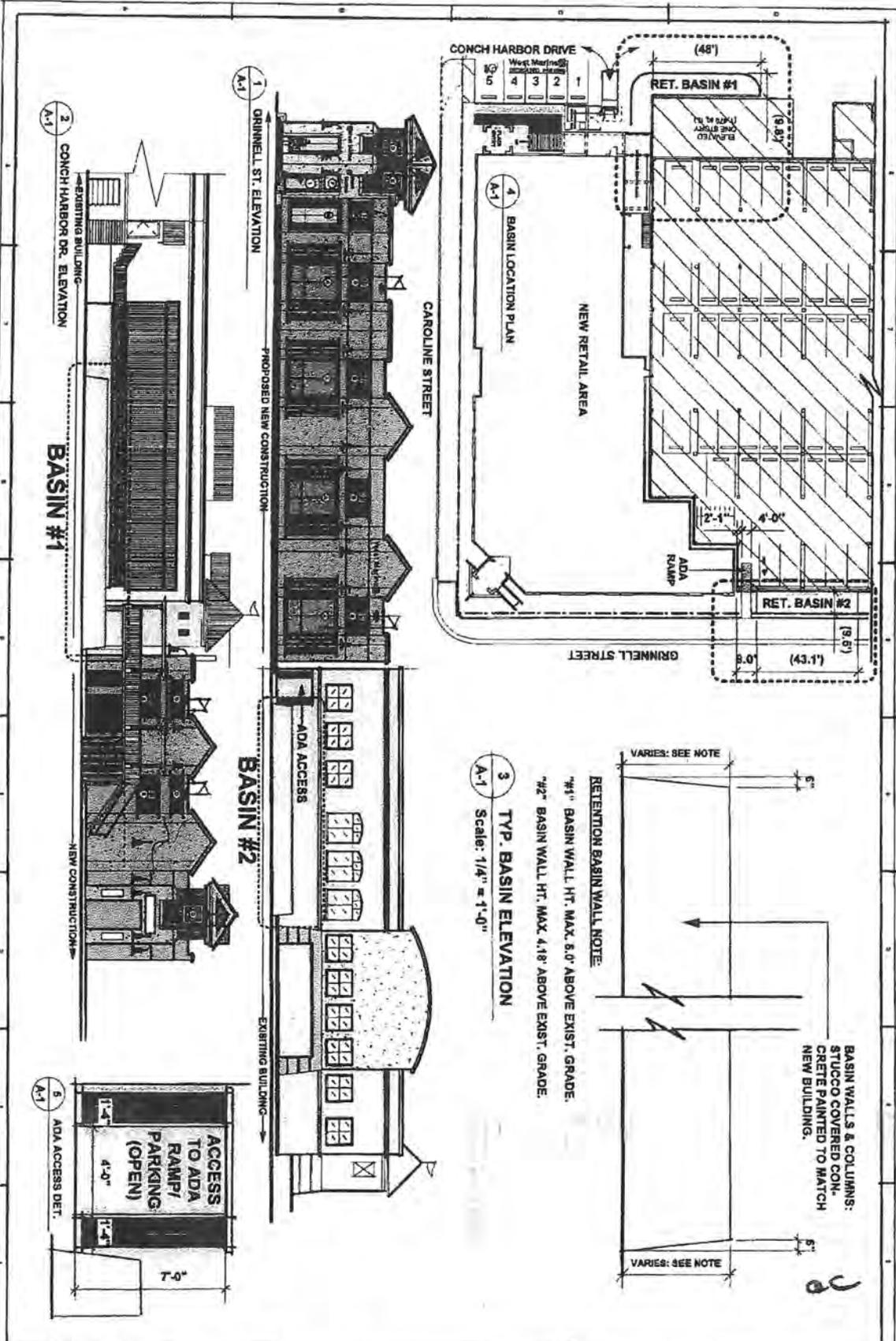
1-20
SCHEMATIC LANDSCAPE PLAN
DATE: 11/11/11

West Marine
CONCH HARBOR 951-955 CAROLINE ST.
KEY WEST, FLORIDA

ELIZABETH NEWLAND
LANDSCAPE ARCHITECT
DATE: 11/11/11

ELIZABETH NEWLAND
LANDSCAPE ARCHITECT
DATE: 11/11/11

OC
KMLC



PETER W. PIKE FLA. REGISTRATION # AB0015187

SHEET 1.1
A-1
OF 1

DRAWING TITLE:
SITE PLANDetails
RETENTION BASINS

PROJECT:
West Marine
CONCH HARBOR 861-886 CAROLINE ST.
KEY WEST, FLORIDA

471 US HIGHWAY 1
SUITE 101
KEY WEST, FLA. 33040
305-236-1822

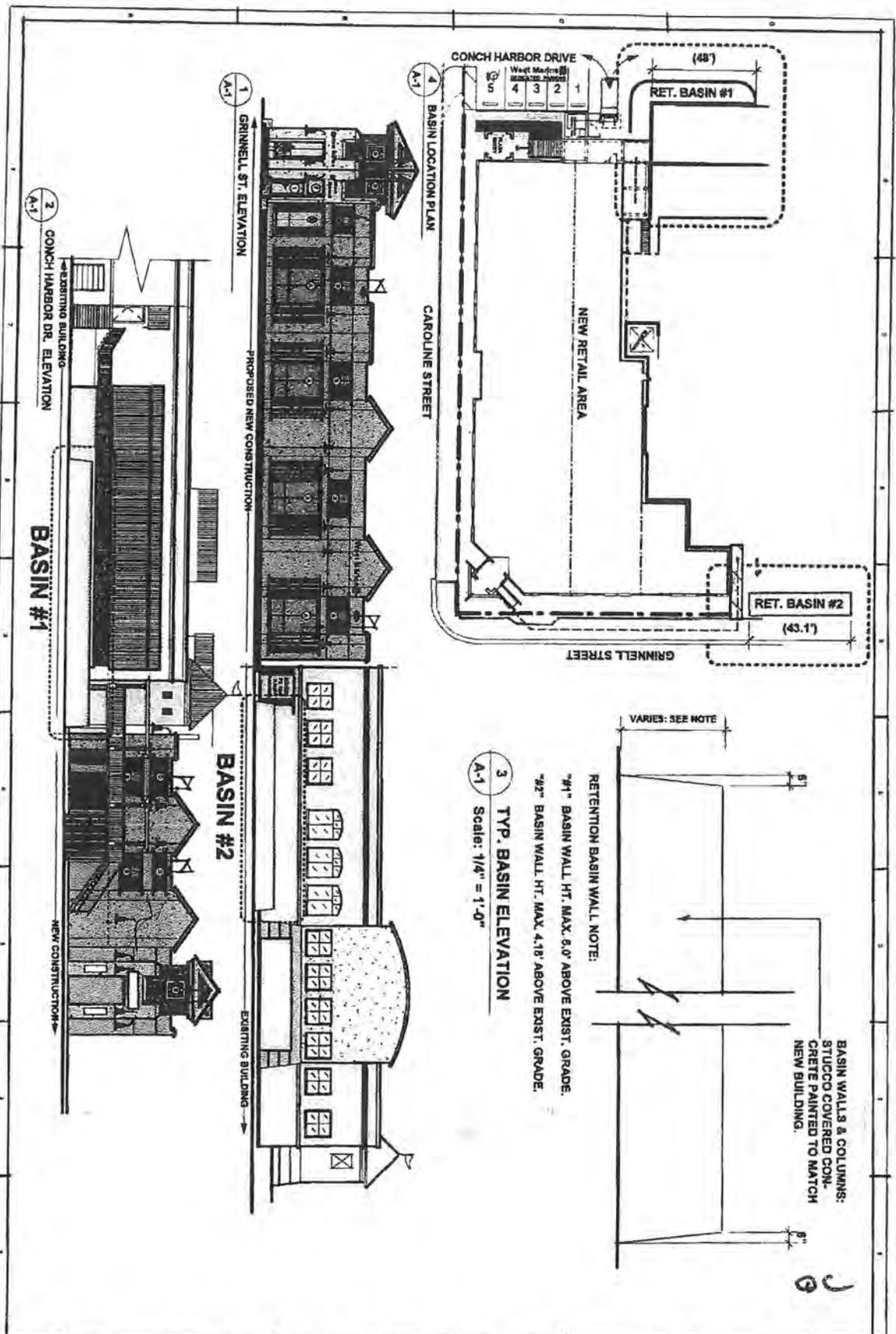
PETER W. PIKE
REGISTERED ARCHITECT

DATE	DESCRIPTION

NEVER, EVER! SCALE REPRODUCED DRAWINGS - BAD IDEA!

RLK

ac



3 TYP. BASIN ELEVATION
 A-1 Scale: 1/4" = 1'-0"

RETENTION BASIN WALL NOTE:
 #1" BASIN WALL HT. MAX. 6.0' ABOVE EXIST. GRADE.
 #2" BASIN WALL HT. MAX. 4.1' ABOVE EXIST. GRADE.

BASIN WALLS & COLUMNS:
 STUCCO COVERED CON-
 CRETE PAINTED TO MATCH
 NEW BUILDING.

PETER M. PIKE F.L.A. REGISTRATION # AB0016158

SHEET #1 A-1 OF 1	DRAWING TITLE: SITE PLAN & SITE DATA	PROJECT:  CONCH HARBOR 951-855 CAROLINE ST. KEY WEST, FLORIDA	471 US HIGHWAY 1 SUITE 101 KEY WEST, FLA. 33040 352-294-1852 
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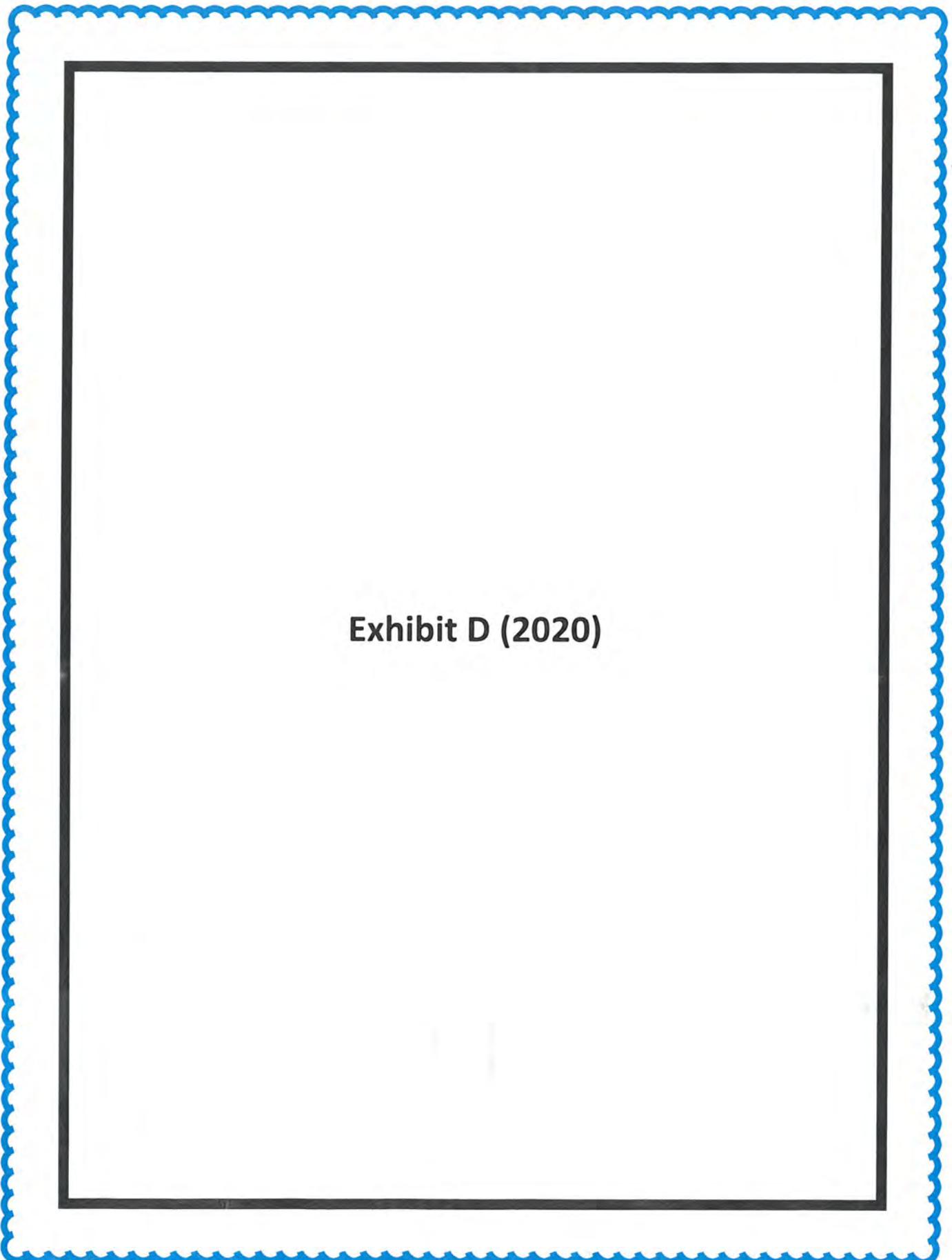


Exhibit D (2020)

**PLANNING BOARD RESOLUTION
NUMBER 2012-51**

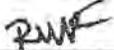
**A RESOLUTION OF THE KEY WEST
PLANNING BOARD GRANTING APPROVAL
OF A MAJOR MODIFICATION TO A MAJOR
DEVELOPMENT PLAN AND CONDITIONAL
USE APPROVAL FOR PROPERTY LOCATED
AT 951 CAROLINE STREET (RE# 00002970-
00000), KEY WEST FLORIDA; PROVIDING
FOR AN EFFECTIVE DATE.**

WHEREAS, the subject property is located in the Historic Residential Commercial Core (HRCC-2), zoning district; and

WHEREAS, Section 108-91C(3) and (4) of the Code of Ordinances allows applicants to request Major Modifications to Major Development Plans including changes to specific conditions of development approvals and those requests are required to be treated in the same manner as the original approval; and

WHEREAS, the original Major Development Plan and Conditional Use proposal was recommended for approval by the Planning Board through Resolution 1999-010 and was subsequently approved by the City Commission through Resolution 99-225; and

WHEREAS, the applicant requested to amend the approval to include the addition of



Chairman



Planning Director

13,500 square feet of commercial floor area; and

WHEREAS, this matter came before the Planning Board at a duly noticed public hearing on November 15, 2012; and

WHEREAS, the granting of a combined Conditional Use and Major Modification to the Major Development Plan is consistent with the criteria in the code; and

WHEREAS, the recommendation of approval of the combined Conditional Use and Major Modification to the Major Development Plan is in harmony with the general purpose and intent of the Land Development Regulations, and will not be injurious to the neighborhood, or otherwise detrimental to the public welfare; and

WHEREAS, the approval is consistent with the criteria in the Code; and

NOW, THEREFORE, BE IT RESOLVED by the Planning Board of the City of Key West, Florida:

Section 1. That the above recitals are incorporated by reference as if fully set forth herein.

Section 2. That an amendment to a Major Development Plan and Conditional Use to Resolution 1999-010 per Section 108-91(A.)(2)(b); and to modify landscaping standards along street


Chairman


Planning Director

frontage per Section 108-413(b) and Section and minimum landscaped areas per Section 108-412(a), under the Code of Ordinances of the City of Key West, Florida, is hereby recommended for City Commission approval for property located at 951 Caroline Street (RE#00002970-000000).

Condition to be completed prior to the issuance of building permits:

The Parking Agreement is approved by the City Commission.

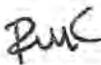
Condition to be completed prior to the issuance of a Certificate of Occupancy:

All five (5) auto and 123 bicycle scooter-parking spaces are installed.

Section 3. This Conditional Use request and Major Modification to a Major Development Plan application recommended for approval to the City Commission, does not constitute a finding as to ownership or right to possession of the property, and assumes, without finding, the correctness of applicant's assertion of legal authority respecting the property.

Section 4. This resolution shall go into effect immediately upon its passage and adoption and authentication by the signatures of the presiding officer and the Clerk of the Commission.

Section 5. This resolution is subject to appeal periods as provided by the City of Key West Code of Ordinances (including the Land Development Regulations). After the City appeal period has expired, this permit or development order will be rendered to the Florida Department of Community


Chairman

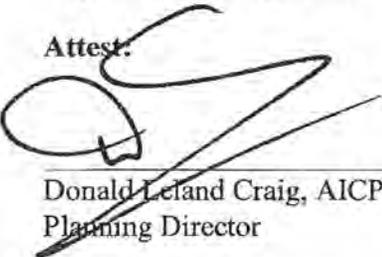

Planning Director

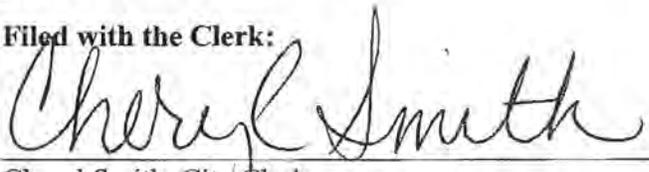
Affairs. Pursuant to Chapter 9J-1, F.A.C., this permit or development order is not effective for forty five (45) days after it has been properly rendered to the DCA with all exhibits and applications attached to or incorporated by reference in this approval; that within the forty five (45) day review period the DCA can appeal the permit or development order to the Florida Land and Water Adjudicatory Commission; and that such an appeal stays the effectiveness of the permit until the appeal is resolved by agreement or order.

Read and passed on first reading at a meeting held this 29th day of November, 2012.

Authenticated by the Chairman of the Planning Board and the Planning Director.

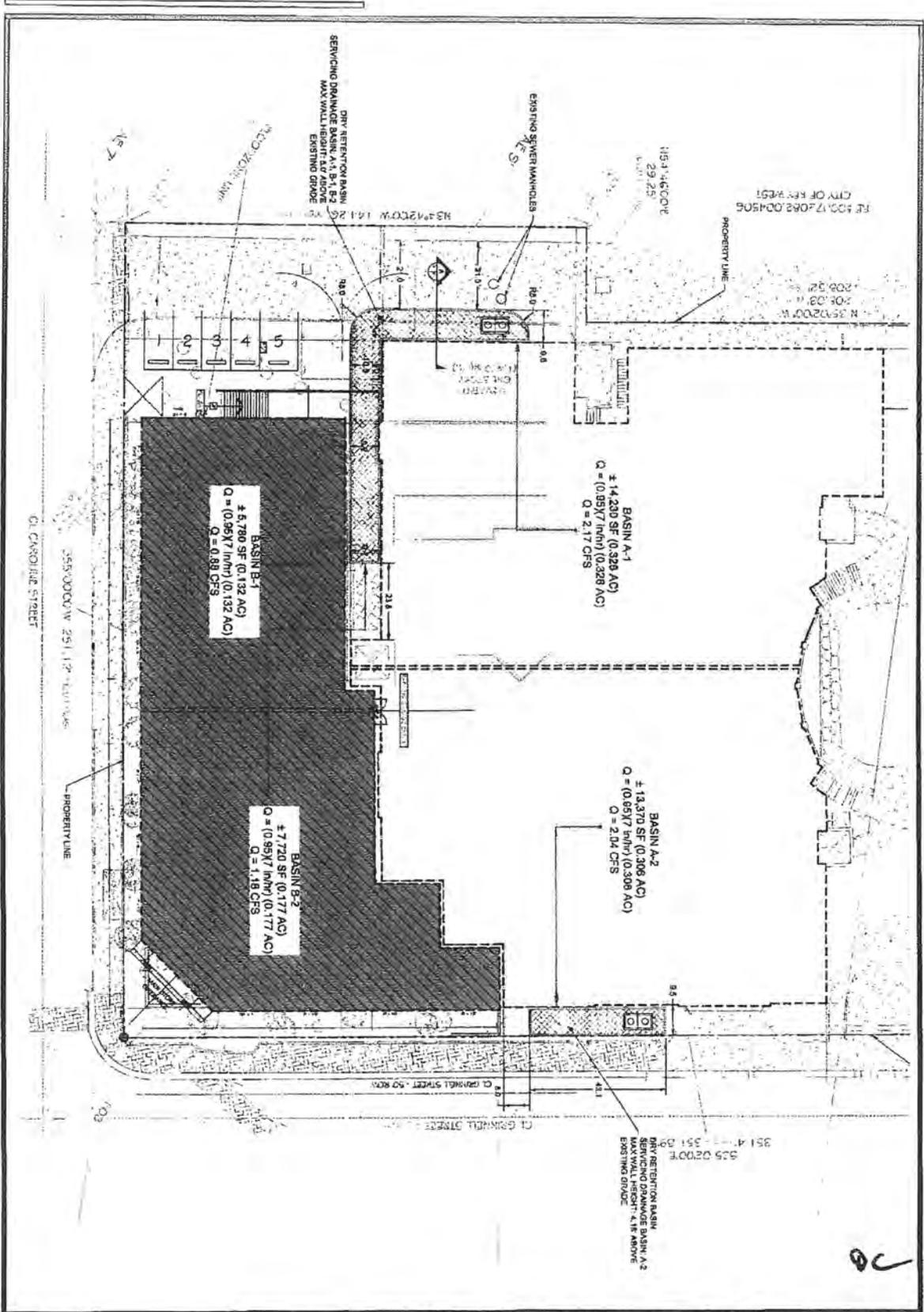

Richard Klitenick, Chairman
Key West Planning Board
Date 11.19.2012

Attest:

Donald Leland Craig, AICP
Planning Director
Date 11.19.12

Filed with the Clerk:

Cheryl Smith, City Clerk
Date 11-19-12


Chairman

Planning Director



DATE	1/20/08
DRAWN	ALDIE PEREZ
CHECKED	ALDIE PEREZ
DATE	1/20/08
SCALE	AS SHOWN

CONCH HARBOR MARINA
 931 CAROLINE STREET
 KEY WEST, FL 33040

CONCEPTUAL DRAINAGE PLAN

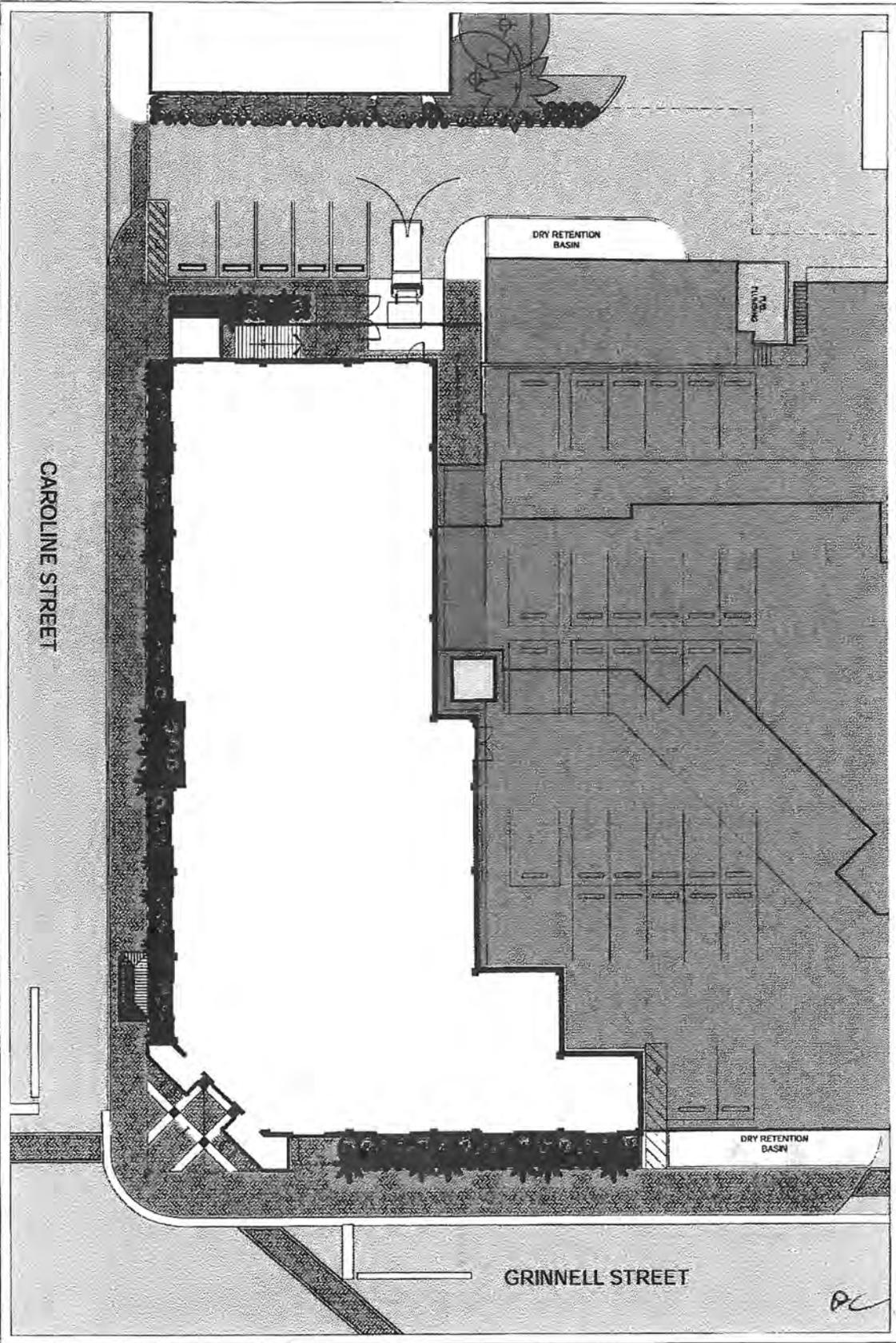
REVISIONS	ORIGINAL
1	
2	
3	
4	
5	
6	

ALDIE PEREZ, PE
 Florida P.E. No. 31468
 April 21, 2008

PEREZ ENGINEERING & DEVELOPMENT, INC.
 1019 East Broadway, Suite 400
 Key West, Florida 33040
 TEL: 305.236.8444 FAX: 305.236.0248

3607 East Palmetto Road, Suite 140
 Key West, Florida 33040
 TEL: 305.236.1872 FAX: 305.236.0248

DC
 RMR



SCALE: 1" = 10'-0"
DATE: 08/14/13
DRAWN BY: [Signature]



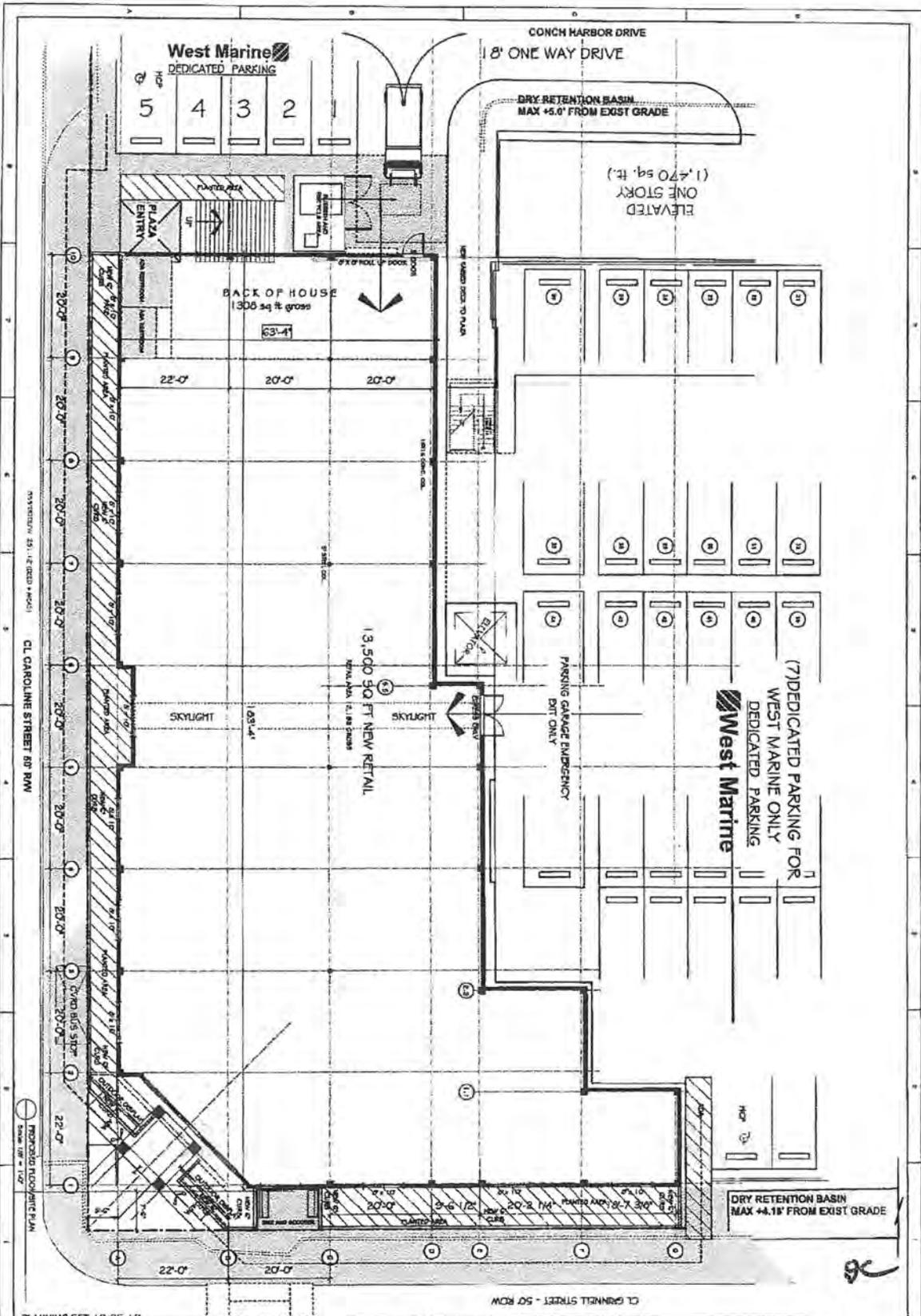
PKK

L-2.0
SCHEMATIC
LANDSCAPE
PLAN

West Marine
CONCH HARBOR 951-955 CAROLINE ST.
KEY WEST, FLORIDA

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Location: [Blank]	Date: [Blank]
Scale: [Blank]	Drawn by: [Blank]
Checked by: [Blank]	Approved by: [Blank]

ELIZABETH NEWLAND
LANDSCAPE ARCHITECT
2018 South Duval Ave.
Suite 200
Key West, FL 33440
Phone: 305.291.1111
www.elizabethnewland.com



PETER M. PINE P.A. REGISTRATION # AB0015196
 Scale: 1/8" = 1'-0"

PLANNING SET / 10-25-12

SHEET 1
 OF A-3

DRAWING TITLE:
 ENLARGED PLAN

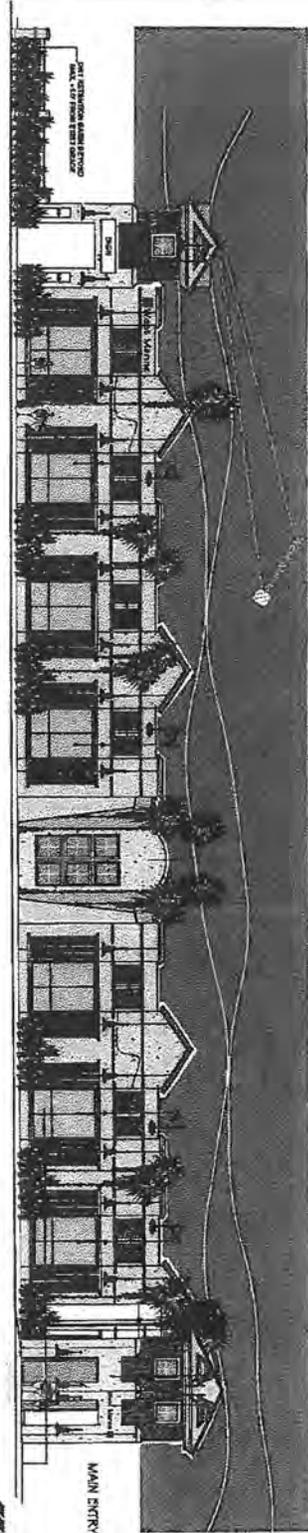
PROJECT:
West Marine
 CONCH HARBOR 951-955 CAROLINE ST.
 KEY WEST, FLORIDA

471 US HIGHWAY 1
 SUITE 102
 825 WEST, FLA. 33040
 305-236-1092

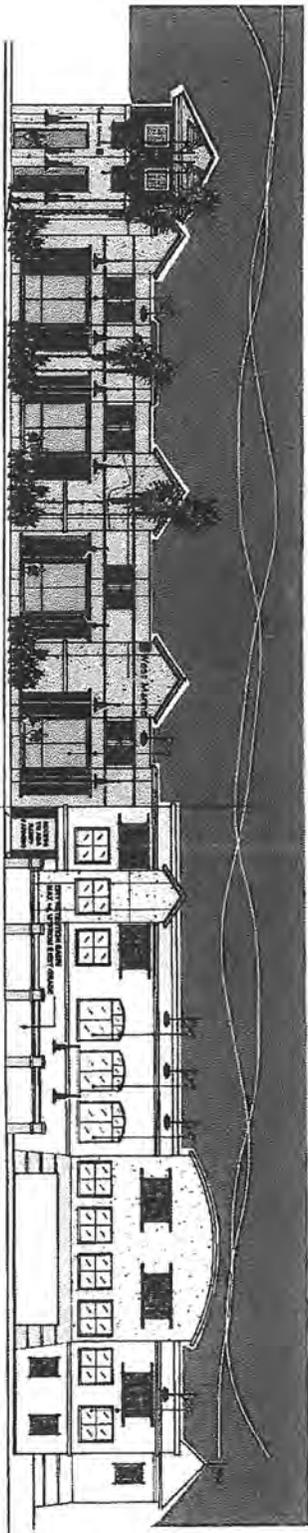
EXTENSION DATE

NEVER, EVER SCALE REPRODUCED DRAWINGS - BAD IDEA

Handwritten initials: PWC



CAROLINE STREET
PROPOSED ELEVATION



GRINNELL STREET
PROPOSED ELEVATION



West Marine
PROPOSED WEST MARINE RETAIL CENTER
 - AT CONCH HARBOR -
 ARCHITECT : PETER PIKE & ASSOCIATES
 471 US HIGHWAY 1, KEY WEST, FLORIDA, 305-256-1422

PETER M. PIKE P.A. REGISTRATION # AK0015199

PLANNING SET 10-25-12

3007 #
 of
 A-4

DRAWING TITLE:
 EXISTING / PROPOSED
 ELEVATIONS

PROJECT:
West Marine
 CONCH HARBOR 951-955 CAROLINE ST.
 KEY WEST, FLORIDA

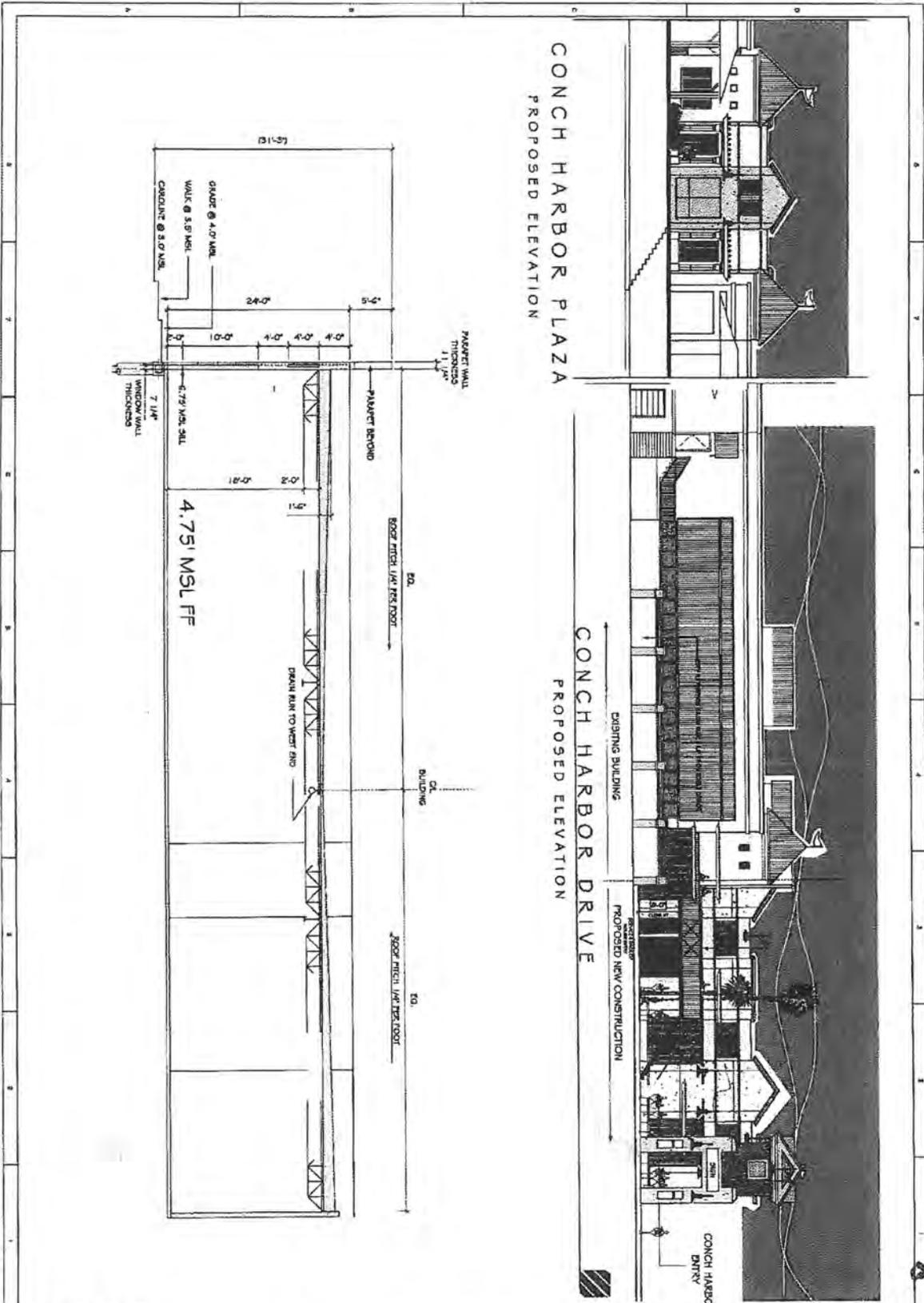
471 US HIGHWAY 1
 SUITE 101
 KEY WEST, FLA. 33040
 305-256-1422

NO.	DATE	REVISION

NEVER, EVER! SCALE REPRODUCED DRAWINGS - BAD IDEA!

DC

RUK



PETER M. PINE, P.L.L.C. REGISTRATION # AS20015199

PLANNING SET 10-25-12

SHEET #
A-5

DRAWING TITLE:
PROPOSED
ELEVATIONS

PROJECT: **West Marine**
CONCH HARBOR 951-955 CAROLINE ST.
KEY WEST, FLORIDA

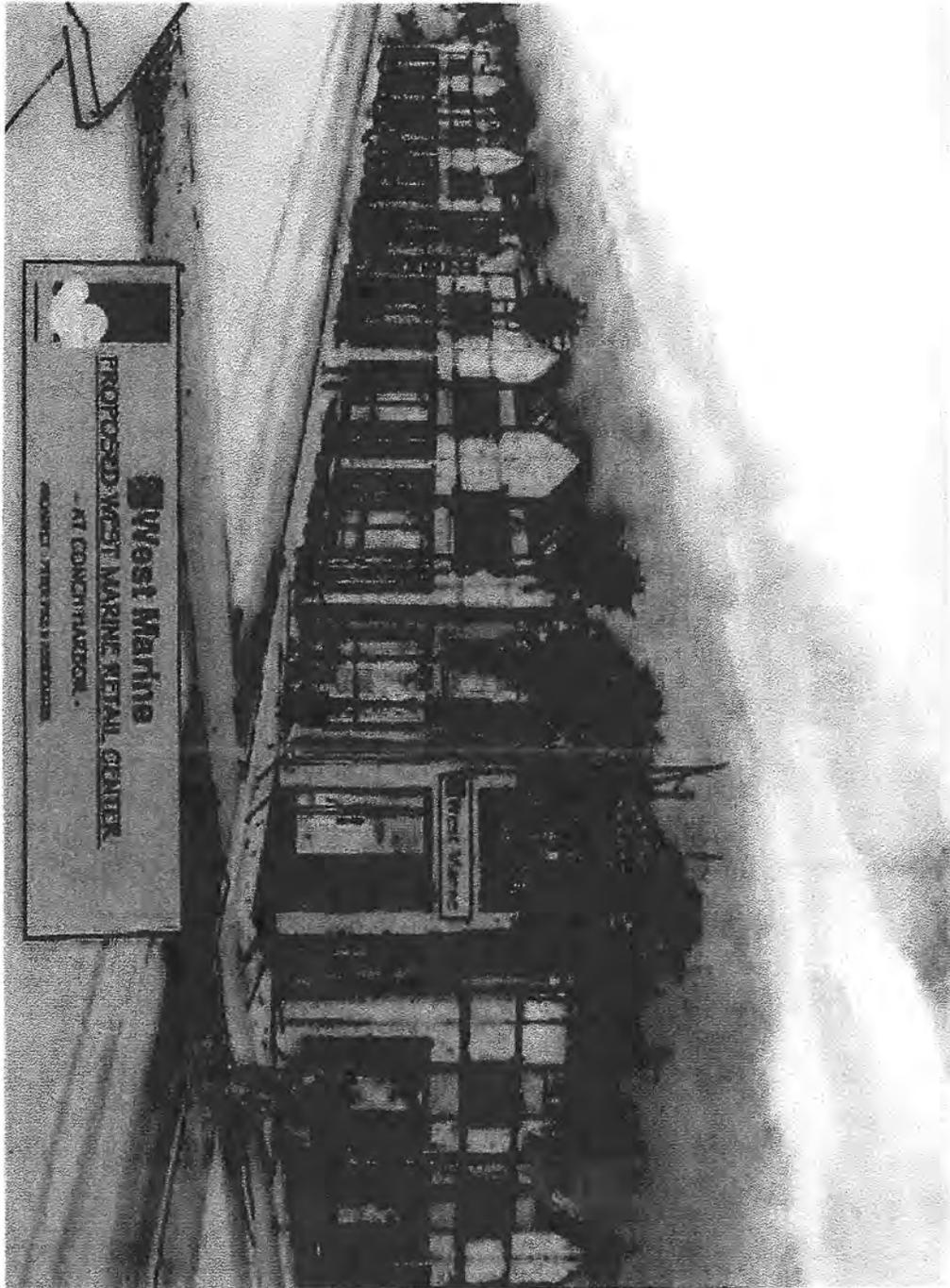
471 US HIGHWAY 1
SUITE 101
KEY WEST, FLA. 33040
305-235-1282

PETER M. PINE
ARCHITECT

REVISION	DATE

NEVER, EVER! SCALE REPRODUCED DRAWINGS - BAD IDEA

PK



PETER M. THE F.L.A. REGISTRATION # A00015199

PLANNING SET 10-25-12

SHEET #
A-6

DRAWING TITLE:
SCHEMATIC PIER LIGHT AREA

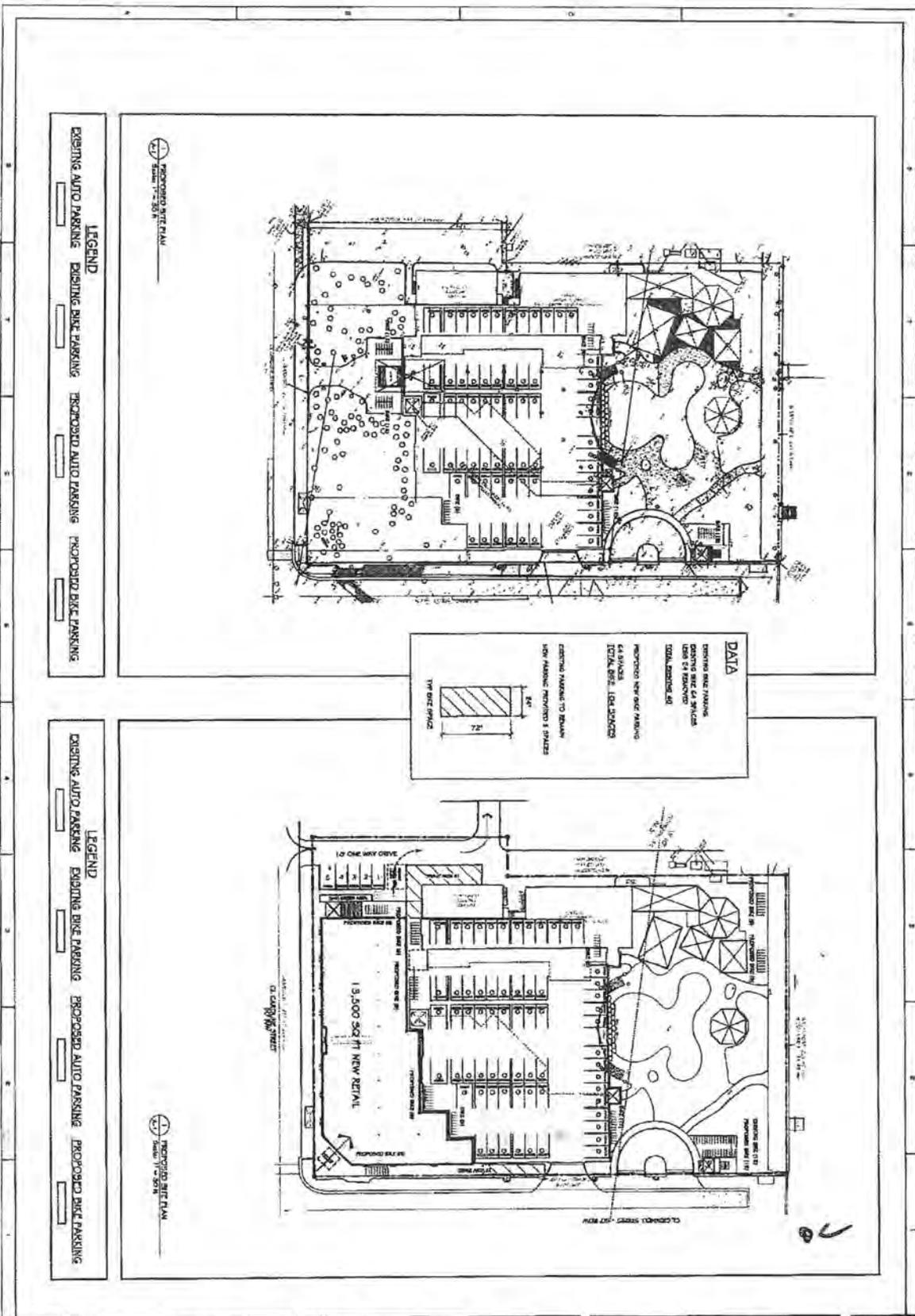
PROJECT:
West Marine
CONCH HARBOR 951-955 CAROLINE ST.
KEY WEST, FLORIDA

471 US HIGHWAY 1
SUITE 101
KEY WEST, FLA. 33040
305-296-1692

DATE	REVISION

NEVER, EVER SCALE REPRODUCED DRAWINGS - BAD IDEA

Handwritten signature and initials: RMC



PETER W. FINE P.L.A. REGISTRATION # AB0015195

PROJECT NO. 100
 DRAWING NO. 100-100
 DATE: 10/1/00
 SHEET #
 A-7
 OF

DRAWING TITLE:
 PARKING PLAN

PROJECT:
West Marine
 CONCH HARBOR 851-955 CAROLINE ST.
 KEY WEST, FLORIDA

471 US HIGHWAY 1
 SUITE 101
 KEY WEST, FLA. 33040
 305-236-1032

REVISION	DATE

MJK

NOTES:
 NOT FOR CONSTRUCTION.
 SITE PLAN PROVIDED BY PETER PINE ARCHITECT AND
 SURVEY DATA PROVIDED BY PEREZ ENGINEERING

TREE DISPOSITION PLAN

CAROLINE STREET

PROPOSED
 WEST MARINE RETAIL CENTER

GRINNELL STREET

DRY RETENTION
 BASIN

TREE FACT 1				TREE FACT 2				TREE FACT 3				TREE FACT 4			
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Scale: 1" = 10'-0"

DATE: 12/15/10

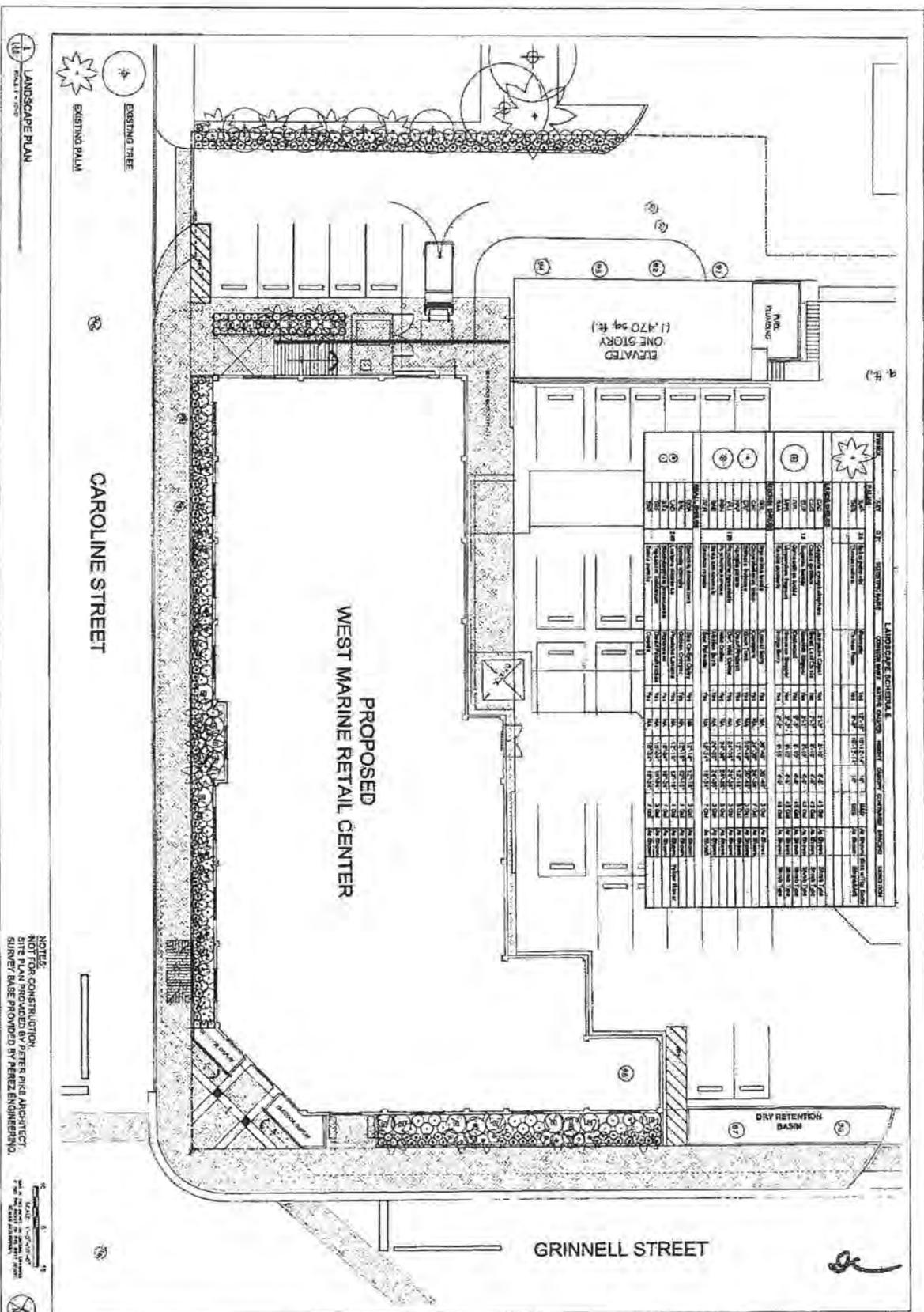
PROJECT: WEST MARINE RETAIL CENTER

LOCATION: CONCH HARBOR, KEY WEST, FLORIDA

West Marine
 CONCH HARBOR 951-855 CAROLINE ST.
 KEY WEST, FLORIDA

ELIZABETH
 NEWLAND
 LANDSCAPE ARCHITECT
 1000 N. MIAMI AVENUE
 SUITE 1000
 MIAMI, FLORIDA 33136
 (305) 575-1100
 WWW.ELIZABETHNEWLAND.COM

Handwritten initials: RUK



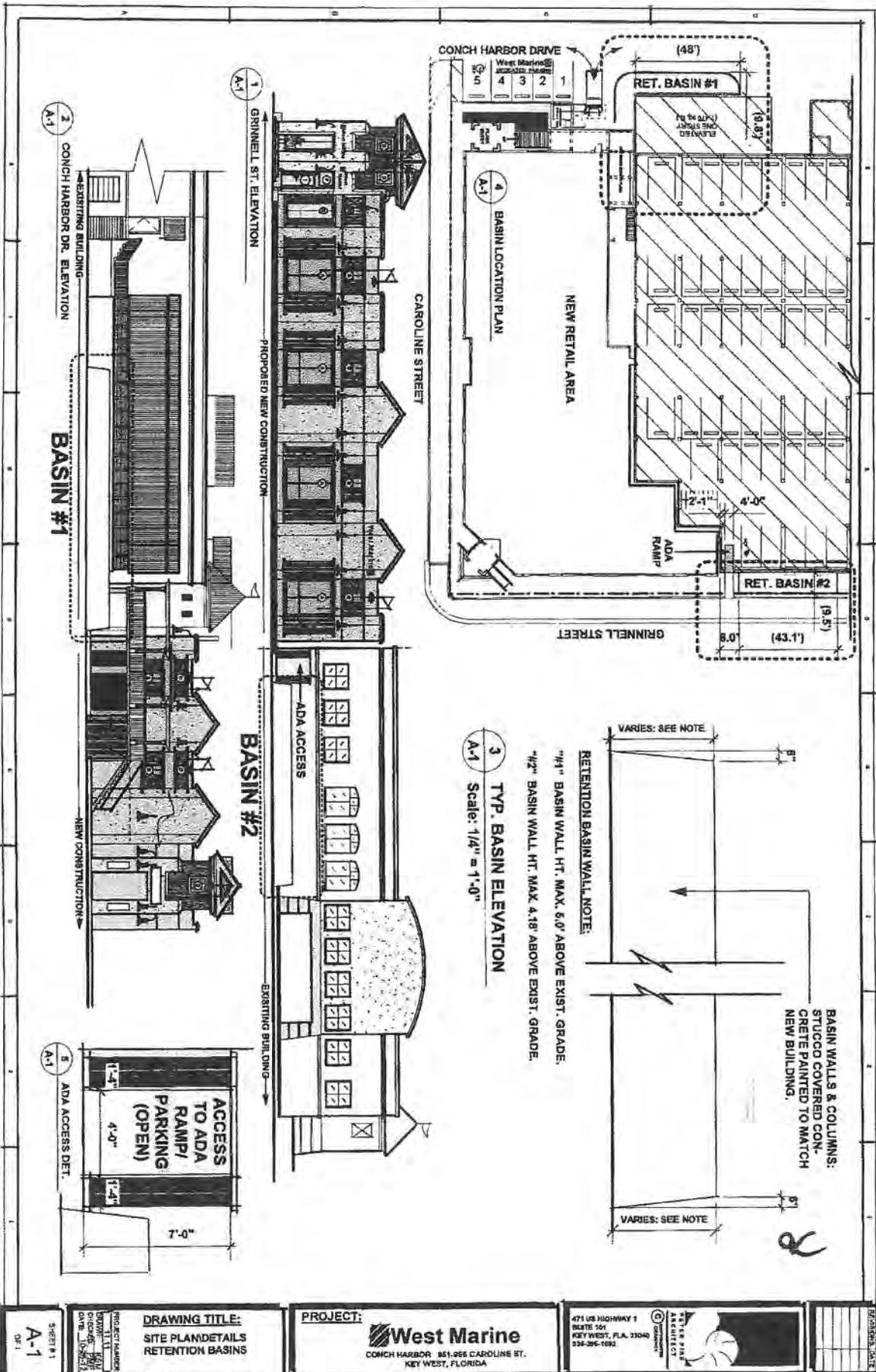
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50	(Symbol)	FLORIDA PALM	10	10/1/00

NOTE:
 NOT FOR CONSTRUCTION.
 SITE PLAN PREPARED BY PEREZ ENGINEERING.
 SITE PLAN BASE PROVIDED BY PEREZ ENGINEERING.

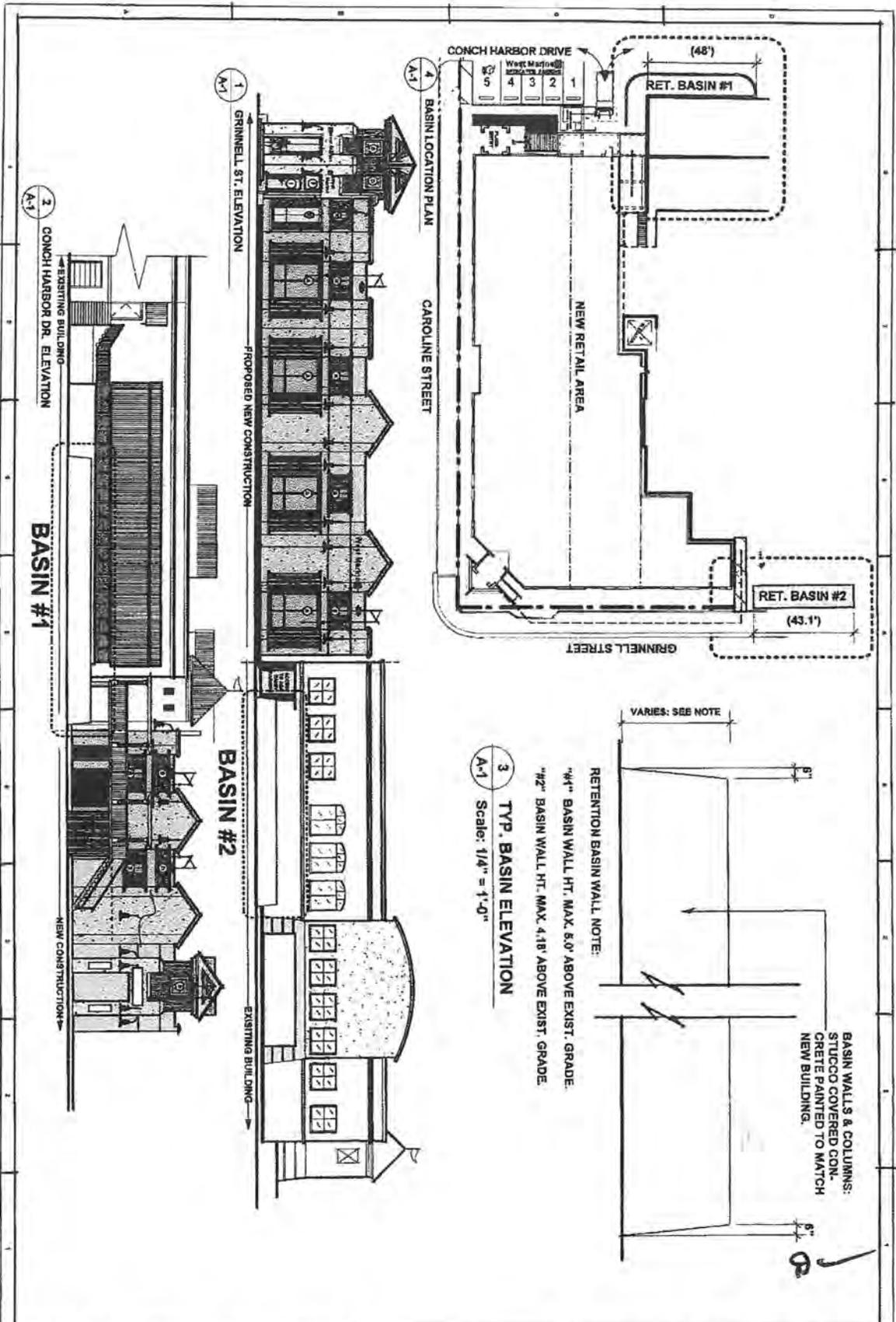


<p>West Marine CONCH HARBOR 951-955 CAROLINE ST. KEY WEST, FLORIDA</p>	<p>ELIZABETH NEWLAND LANDSCAPE ARCHITECTS 1000 N. MIAMI BLVD. SUITE 2000 MIAMI, FL 33136 TEL: 305-371-1111 FAX: 305-371-1112</p>	<p>DATE: 10/1/00 DRAWN BY: [Name] CHECKED BY: [Name] PROJECT: [Name]</p>	<p>PROJECT: [Name] SHEET: [Name] SCALE: 1"=30'-0"</p>
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RWK



NEVER, EVER! SCALE REPRODUCED DRAWINGS - BAD IDEAL



PETER M. PIKE F.L.A. REGISTRATION # AR0018188

SHEET # 1
A-1
OF 1

DRAWING TITLE:
SITE PLAN
& SITE DATA

PROJECT:
West Marine
CONCH HARBOR 851-955 CAROLINE ST.
KEY WEST, FLORIDA

471 US HIGHWAY 1
SUITE 501
KEY WEST, FLA. 33409
305-296-1833



NEVER, EVER! SCALE REPRODUCED DRAWINGS - BAD IDEA!

EMK

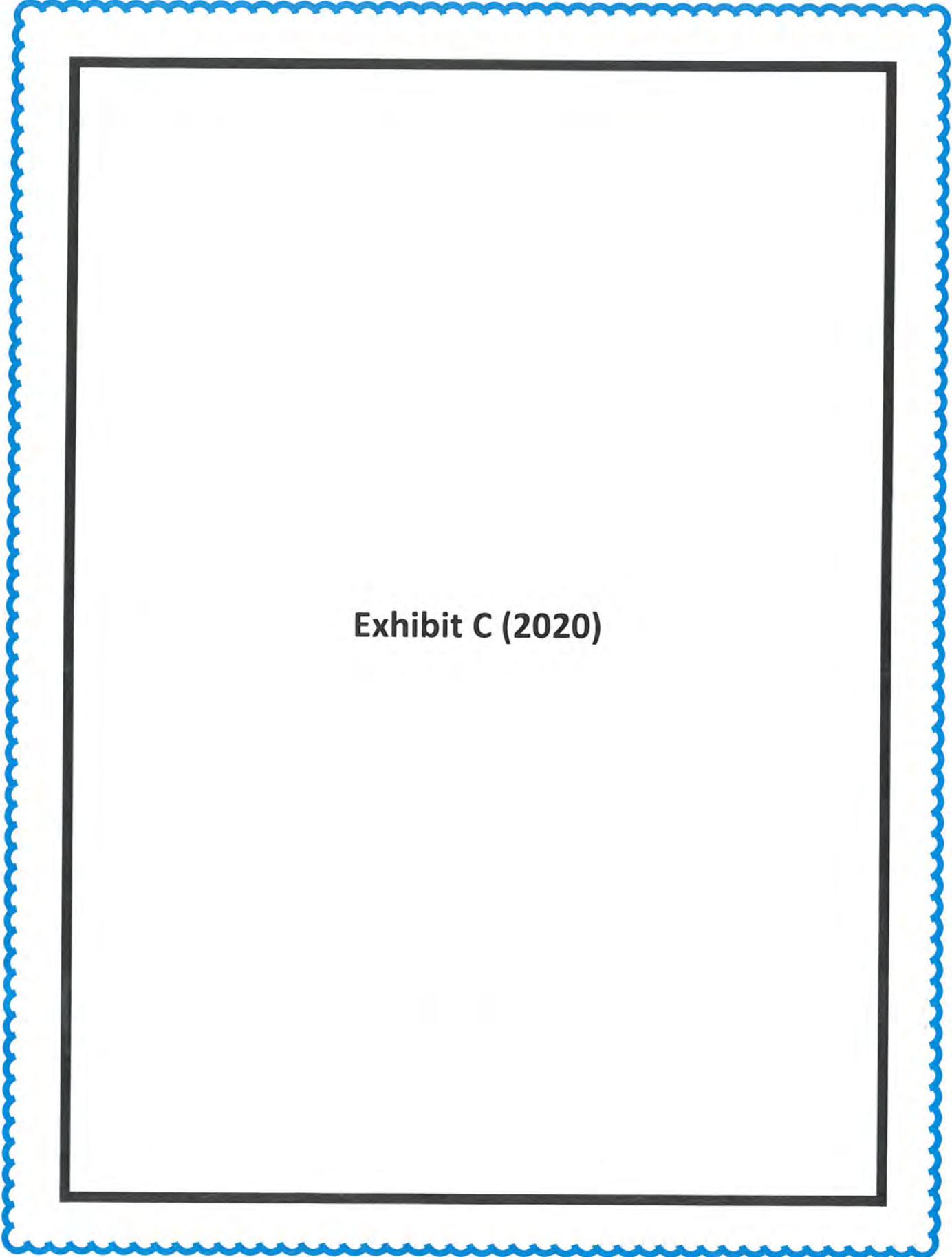


Exhibit C (2020)

PARKING AGREEMENT

THIS AGREEMENT, is entered into this 24th day of January, 2013, between the City of Key West, Florida, a municipal corporation organized and existing under the laws of the State of Florida, (hereinafter "City") and Conch Harbor Retail Center, LLC, (hereinafter "CH"),

WITNESSETH

Whereas, CH is the owner of the commercial property located at 951 Caroline St., Key West Monroe County, Florida (hereinafter the "Property"); and

Whereas, City and the Utility Board of the City of Key West, Florida, currently have in place a Lease Agreement for the property commonly referred to as the Park and Ride Facility located across Caroline Street from the Property (the "Park and Ride Property"), which Lease Agreement expires on December 31, 2023; and

Whereas, City and CH currently have in place an approved parking agreement dated August 11, 1998 for the Property that provides for use of space at the Park and Ride Facility; and

Whereas, City and CH desire to replace the prior parking agreement with this agreement in order to provide for an updated agreement that reflects the documented history of the Property's unique parking impacts, the data and analysis collected as part of the comprehensive parking study performed by Traf Tech Engineering Inc. and dated September 2012, current code requirements and the proposed redevelopment at the Property; and

Whereas, the City of Key West Land Development Regulations Article V, Division 3 – Variances Section 90-391 provides for variances to the Land Development Regulations when a literal enforcement of the land development regulations would result in unnecessary hardship; and

Whereas, on November 15, 2012, the Key West Planning Board passed Resolution No. 2012-52, approving a variance to the Land Development Regulations reducing the required onsite parking to 71 spaces after finding that the literal enforcement of the land development regulations would have resulted in unnecessary hardship; and

Whereas, the City of Key West Land Development Regulations Article V, Division 3 – Variances Section 90-395(b) provides for the prescribing of appropriate conditions and safeguards pertaining to variances; and

Whereas, the Key West Planning Board's approval of the variance to the Land Development Regulations contained in Resolution 2012-52 was specifically conditioned upon CH entering into a parking agreement with the City of Key West; and

Whereas, on December 4, 2012, the City Commission of the City of Key West passed Resolution No. 12-362, approving a Major Modification to the Major Development Plan and Conditional Use Approval previously approved by Resolution 99-225 pertaining to the Property; and

Whereas, the City Commission's approval of Resolution No. 12-362 was specifically conditioned upon CH entering into a Parking Agreement to effectuate the provisions contained in Resolution No. 2012-52 of the Key West Planning Board.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein and the mutual benefits accruing to both parties from the redevelopment of the Property and the terms and conditions contained herein, City and CH hereby agree as follows:

1. Parking Location

City agrees that CH may reserve parking spaces at the Park and Ride Facility, which is located across Caroline Street and within 500 feet of the Property, as necessary and subject to the terms and conditions of this agreement.

2. Agreement Term/New Agreement

This Agreement shall be for a term of 10 years beginning on the date the proposed redevelopment of the Property receives a Certificate of Occupancy. Subject to the City's ability to extend the expiration date of its Lease Agreement with the Utility Board of the City of Key West, Florida, beyond December 31, 2023, this Agreement will renew automatically for successive one year periods after the initial ten year term unless either party has cancelled the agreement pursuant to the terms hereof. Either party may cancel for any reason or no reason by giving the other party 180 days written notice of cancellation. In the event this Agreement is cancelled, CH shall immediately take all actions necessary to comply with those parking regulations contained the City's Land Development Regulations at the time this Agreement was entered into. Further, in the event this Agreement is renewed as provided for herein above and the City does not extend its Lease Agreement with the Utility Board of the City of Key West, Florida, this Agreement shall terminate on December 31, 2023, and be of no further force or effect. In this event, CH shall immediately take whatever actions are necessary to comply with those parking regulations contained in the City's Land Development Regulations at the time this Agreement was entered into.

This Agreement shall replace the prior agreement referenced above and shall be in full substitution therefore.

3. Parking Requirements

Attached hereto as Exhibit A is a parking study completed based on an analysis of the existing development and the proposed redevelopment and the parking required for said redevelopment and the parking required for the existing development.

A second parking study shall be performed after the redevelopment is in operation (not less than 3 years or as the City deems appropriate) to evaluate the parking impacts of the redevelopment. The second study may serve as the basis to re-evaluate the terms of this parking agreement.

In addition, notwithstanding any provision of this agreement to the contrary, at any time, including the event in which the City does not extend its lease Agreement with the Utility Board of the City of Key West, Florida, Conch Harbor may petition the Planning Board or the City Commission, as appropriate, for reaffirmation of the parking variance without the requirement of this parking agreement should the parking study or other data indicate that the actual parking provided onsite is sufficient for the impacts created by the permitted uses on the property.

4. Compensation

The number of parking spaces required in the Park and Ride Facility based upon the City Code and accounting for what is provided on site are as set forth on Exhibit B attached hereto. The rates indicated shall increase at the rate of 3% per year. This will be calculated by adding 3% of the existing rate as it is charged at the end of any given calendar year to said existing rate. Payments will be made to City by CH on a monthly basis due on the first day of each calendar month for the term of this agreement, in advance.

Any monthly payment not received by the tenth of the month shall bear simple interest at 10% per annum from such tenth day until the payment is paid. In addition, all payments received after the 10th day of the month shall incur a \$50.00 administrative fee to cover the costs of collecting and processing late payments.

There are two categories of parking spaces contemplated under this Agreement. There are spaces that are reserved which are identified on Exhibit B as "Reservation Agreement" spaces, and there are allocated spaces which are allocated to CH and identified as "Park & Ride monthly". The spaces reserved are paid for at a lower rate because it is contemplated that City will charge for the actual use of the space when it is used and the City may allow anyone, even non CH customers, to use the space. The spaces that are allocated are paid for by CH at the City's actual monthly fee for parking in the Park & Ride facility. The allocated spaces are not identified; a placard shall be issued to the users of these spaces who will use such placards when seeking any available space within the parking facility.

5. Number of Spaces

At any time during the term of this agreement, CH may provide for its parking as required by Code in any manner it sees fit, provided it meets the requirements of City's Code of Ordinances and Land Development Regulations in effect at the time the redevelopment is approved. The number of spaces to be paid for by CH may be reduced during the term of this agreement if CH notifies City that it has provided for its required parking by alternate means.

In the event that the proposed redevelopment does not occur for any reason, the number of spaces shall be that number that CH needs to satisfy its parking requirement over and above what was needed for the existing development as of October 7, 2012, reduced by the number it has on site, without the proposed redevelopment.

6. Transferability

The City, at its discretion, may transfer the reserved spaces to any other City-owned, or -operated, parking lot within 500 feet of 951 Caroline Street.

7. Covenants of Conch Harbor : Use of Facilities

Conch Harbor covenants and agrees:

- (a) To pay all ad valorem tax, sales tax, federal income tax or any other tax which may become due and payable for the spaces which are the subject of this Agreement, during the agreement term.
- (b) To promote use of the municipal parking generally within the promotion of Conch Harbor's business.
- (c) Conch Harbor agrees to provide all required handicapped parking spaces on-site regardless of whether the remaining parking spaces may be provided off-site pursuant to this Agreement.

8. Covenants of City

City hereby covenants and agrees:

- (a) To accept as Conch Harbor's required parking the designation of municipal parking spaces as contemplated by this agreement.
- (b) That pursuant to its Lease Agreement with the Utility Board of the City of Key West, Florida, for the Park and Ride Facility, and to the federal transportation grant that in part underwrote the construction of the Park and Ride Facility, the City may enter into this Agreement.
- (c) Subject to the provisions contained herein above, to provide not less than 180-days notice to Conch Harbor to terminate this Agreement.

9. Default: Termination

The prompt payment for the designation of municipal parking upon the terms named, and the faithful observance of the City's rules, regulations and directives are the conditions upon which this Agreement is made and accepted and any failure on the part of Conch Harbor to comply with the terms of this Agreement or any of the rules and regulations or directives now in existence or which may hereafter be made may, at the option of the City, result in a termination of this Agreement. It is further covenanted and agreed between the parties that in case of default by Conch Harbor in the payment of any required sum herein provided for upon the day the same becomes due or payable of in the failure to perform any of the covenants of this lease, and such default shall continue for thirty (30) days after notice is given in writing by City, City may, at its option, declare the Agreement terminated and immediately require Conch Harbor to otherwise comply with those parking regulations contained in the City's Land Development Regulations at the time this Agreement was entered into .

10. Waiver of Breach Not Continuing Waiver.

It is mutually covenanted and agreed between the parties that no waiver of a breach of any of the covenants of this Agreement shall be construed to be a waiver of any succeeding breach of the same covenant.

11. Binding Upon Successors, Etc.

This agreement and all its terms and conditions shall apply to and be binding upon and inure to the benefit of the heirs, executors, successors, and administrators of the parties where the context so requires or admits. With the exception of the successors in interest to CH's ownership of the Property, this Agreement shall not be assigned by CH.

12. Notice.

All notices, demands, or other writings in this agreement provided to be given or made or sent, or which may be given or made or sent, by either party to this Agreement to the other, shall be deemed to have been fully given or made or sent when made in writing and received by hand delivery or Certified Mail with sufficient postage prepaid thereon to carry it to this addressed destination and addressed as follows:

TO City: City Manager
 3140 Flagler Avenue
 Key West, FL 33040

With copy to: City Attorney
 3140 Flagler Avenue
 Key West, FL 33040

TO Conch Harbor: Conch Harbor Retail Center, LLC
951 Caroline Street
Key West, FL 33040

The address to which any notice, demand, or other writing may be given or made or sent to any party mentioned above may be changed by written notice given by the party mentioned above.

13. **Bankruptcy – Insolvency.**

If at any time after the date of this Agreement (whether prior to the commencement date of or during the Agreement term): (a) an involuntary proceeding in bankruptcy, insolvency or reorganization is instituted against Conch Harbor pursuant to any federal or state law now or hereafter enacted or any receiver or trustee is appointed for all or any portion of Conch Harbor's business or property or any execution or attachment is issued against Conch Harbor or Conch Harbor's business or property or against the leasehold created hereby and of such proceedings, process or appointment is not discharged and/or dismissed within sixty (60) days from the date of such filing, appointment or issuance, or (b) Conch Harbor files a voluntary petition in bankruptcy or petitions for (or enters into) an arrangement for reorganization, composition or any other arrangements with Conch Harbor's creditors under any federal or state law now or hereafter enacted or this Agreement or the estate of Conch Harbor shall herein pass to or devolve upon, by operation of law or otherwise, anyone other than Conch Harbor (except as herein provided), the occurrence of any one of such contingencies shall be deemed to constitute and shall be deemed a repudiation by Conch Harbor of its obligations hereunder and shall cause this Agreement, ipso factor, to be cancelled and terminated, but without thereby releasing Conch Harbor of its obligations hereunder. Upon termination of this Agreement as set forth in subsections (a) and (b) above, City shall have the right to retain as partial damages and not as penalty, monies paid hereunder and City shall also be entitled to exercise such rights and remedies to recover from Conch Harbor, as damages, such amounts as are specified herein, unless any statute or rule of governing the proceedings which such damages are to be proved shall lawfully limit the amount of such claims capable of being so proved, in which case City shall be entitled to recover, as and for liquidated damages, the maximum amount which may be allowed under any such statute or rule of law. Furthermore, upon termination of this Agreement, as provided herein, Conch Harbor or its successor in interest shall immediately comply with those parking regulations contained in the City's Land Development Regulations at that time, unless the City at its sole option shall extend this Agreement to such successor. Finally, upon the occurrence of termination set forth in subsections (a) and (b), City shall have an administrative claim for any and all amounts due under this Agreement.

14. Captions.

Headings labeling any provisions herein are for convenience only, and shall not in any way be construed as affecting, limiting, expanding, or stating the contents, meaning, or intent of the Agreement.

15. Severability.

If any provision of this Agreement shall be held by a court of competent jurisdiction to be invalid or unenforceable, the remaining provision shall not be impaired thereby, but such remaining provision shall be interpreted and enforced so to achieve, as near as may be, the purpose of this Agreement to the extent permitted by law.

16. Governing Law.

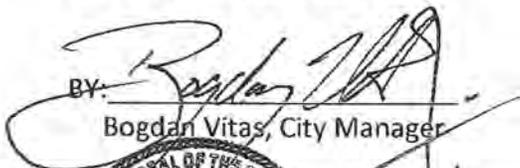
It is agreed that this Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Florida.

17. Entire Agreement.

This lease sets forth all the covenants, promises, agreements, and understandings between City and Conch Harbor concerning the parking facilities agreement/designation. No subsequent alteration, amendment, change, or addition to this Agreement shall be binding upon City or Conch Harbor unless reduced to writing and duly executed by both parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

CITY OF KEY WEST, FLORIDA

BY: 
Bogdan Vitas, City Manager




Cheryl Smith

CONCH HARBOR RETAIL CENTER, LLC

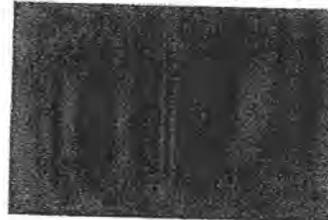
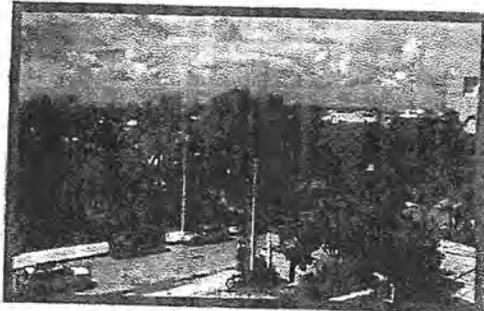
BY: Conch Harbor Marina, LLC;
its Managing Member

BY: 
Craig H. Hunt, its Managing
Member

Conch Harbor Marina

Key West, Florida

parking study



prepared for:
Conch Harbor Retail Center, LLC

Traf Tech
ENGINEERING, INC.

September 2012

Exhibit A

Conch Harbor Marina

951 Caroline Street

Key West, Florida

Parking Study

September 2012

Prepared for:

Conch Harbor Retail Center, LLC
951 Caroline Street
Key West, Florida 33040

Prepared by:

Traf Tech Engineering, Inc.
8400 N. University Drive, Suite 309
Tamarac, Florida 33321
Phone: (954) 560-7103
Fax: (954) 582-0989

September 17, 2012

Mr. Craig Hunt
Conch Harbor Marina and Retail Center
951 Caroline Street
Key West, Florida 33040

**Re: Conch Harbor Marina
Parking Study**

Dear Craig:

Traf Tech Engineering, Inc. is pleased to provide you with the results of the parking study undertaken for the proposed expansion of the Conch Harbor Marina located in the northwest corner of the intersection at Caroline Street and Grinnell Street in Key West, Monroe County, Florida. It has been a pleasure working with you and your staff on this project.

Please do not hesitate to contact me if you have any questions.

TRAF TECH ENGINEERING, INC.



Karl B. Peterson, P.E.
Senior Transportation Engineer

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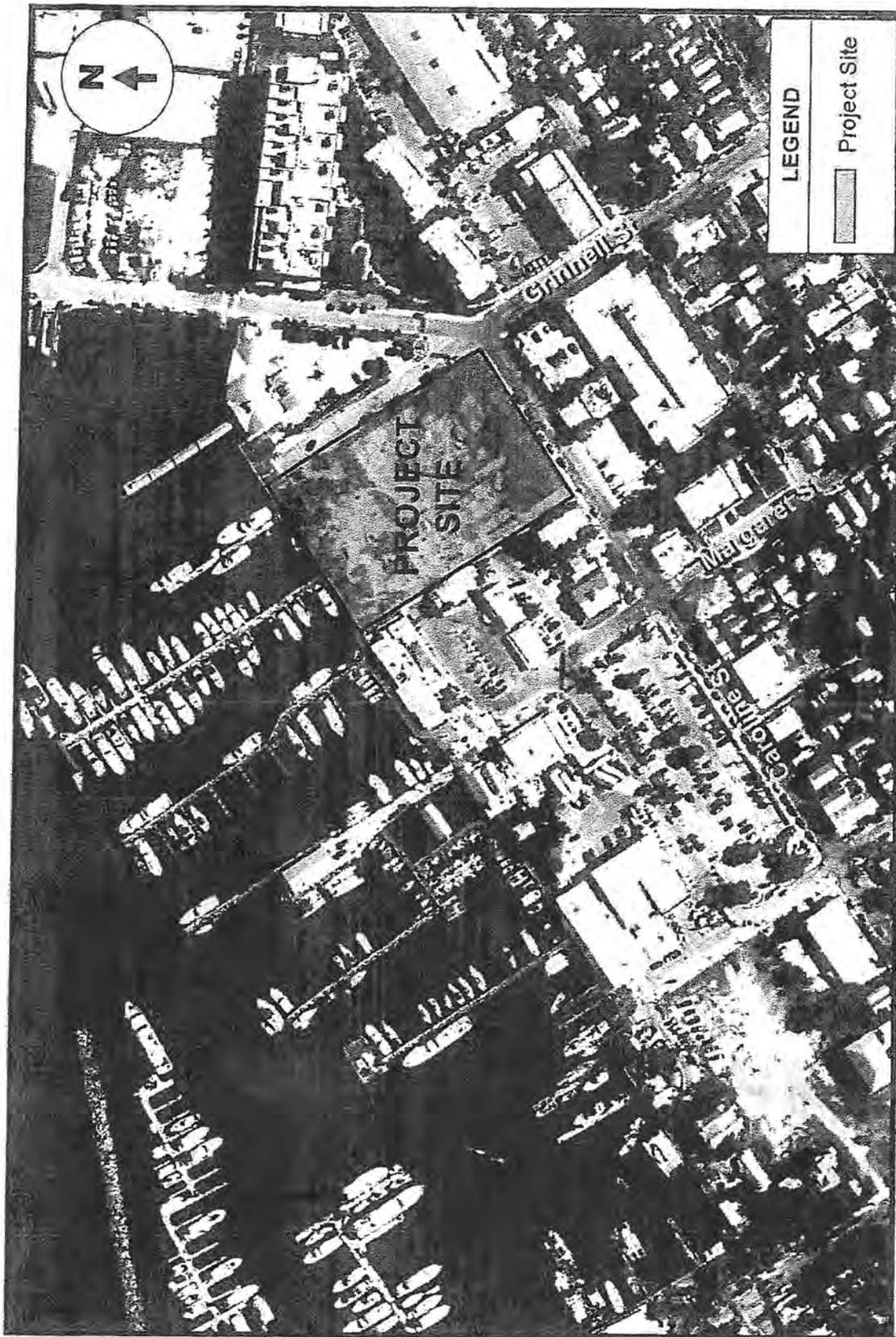
INTRODUCTION

The Conch Harbor Marina is an existing marina and commercial retail facility located in the northwest quadrant of the intersection of Caroline Street and Grinnell Street in the City of Key West, Monroe County, Florida. Figure 1 on the following page shows the location of the project site in relation to the surrounding roadway network.

The owner of this facility, Conch Harbor Retail Center, LLC, has proposed to expand the existing retail space at this location. Traf Tech Engineering, Inc. has been retained to prepare a parking study for the proposed retail expansion. This study addresses the supply of parking in the immediate area, parking demand (as measured in the field and adjusted for average peak season conditions), and parking availability that takes into consideration the proposed retail expansion.

This parking study is divided into five (5) sections, as listed below:

1. Inventory
2. Nearby Public Parking Spaces
3. Parking Counts
4. Parking Analysis
5. Conclusions and Recommendations



LEGEND

Project Site

FIGURE 1
Conch Harbor Marina
Key West, Florida

PROJECT LOCATION MAP

Traf Tech
ENGINEERING, INC.

INVENTORY

Existing Land Uses, Access and Parking

The existing Conch Harbor Marina site consists of the following land uses and intensities:

- 27,000 square feet of retail space (including restaurant, bar, and office uses)
- 40 slip boat marina
- 66 on-site parking spaces

Vehicular access to this marina / retail facility is provided by a circular driveway at the north end of Grinnell Street and another driveway that provides direct access to the parking garage under the retail portion of the development.

Proposed Land Uses, Access and Parking

The existing retail component on the subject site is proposed to be expanded by 13,500 square feet. Therefore, the total retail development at Conch Harbor Marina will be 40,500 square feet (i.e. 27,000 square feet plus 13,500 square feet). As part of this retail expansion, an additional five (5) parking spaces will be provided on-site. Other elements of this facility, such as the number of boat slips and the vehicular access points, will remain unchanged. For purposes of this parking study, the proposed retail expansion is anticipated to be completed and open for business by early 2014.

PARKING COUNTS

In order to establish a baseline for both parking supply and parking demand in the area of the Conch Harbor Marina, parking counts were performed by qualified transportation engineers. Prior to the actual parking counts, a review of the area was conducted and conversations were held with City staff relative to the parking areas that should be considered as part of this study. The study area was divided into ten (10) "parking zones" that are described briefly below and depicted graphically in Figure 2 on the following page.

1. Caroline Street (from William Street to Elizabeth Street): 12 parking spaces
2. West Marine Store: 19 parking spaces
3. William Street (from Caroline Street to Eaton Street): 31 parking spaces
4. Margaret Street (from Caroline Street to Eaton Street): 25 parking spaces
5. Key West Bight Parking Lots: 131 parking spaces (+ 10 handicap spaces)
6. Caroline Street (from William Street to Grinnell Street): 23 parking spaces
7. Ferry Parking Lot: 19 parking spaces
8. Conch Harbor Marina (traffic circle): 4 parking spaces
9. Conch Harbor Marina Parking Garage: 62 parking spaces (+ 4 handicap spaces)
10. Key West Old Town Garage: 248 public parking spaces (+ 6 handicap spaces)
(Note: For data collection purposes, this zone was subdivided into six (6) "sub-zones" defined generally by garage floors and ramps.)

The total number of existing public parking spaces (excluding handicap spaces) considered as part of this parking study is 574.

The parking counts were performed on Friday, July 13, 2012 from 3:00 PM to 8:00 PM and on Saturday, July 14, 2012 from 10:00 AM to 5:00 PM. The peak parking demand on Friday occurred between 5:30 PM and 6:00 PM with 330 occupied parking spaces (or, 57% occupancy of the available public parking spaces within the study area). The peak parking demand on Saturday occurred between 3:30 PM and 4:00 PM with 364 occupied parking spaces (or, 63% occupancy). The detailed parking data by parking zone and time of day is presented in Appendix A.

PARKING ZONES



LEGEND

-  Parking Lot / Garage
-  On-Street Parking
-  Parking Zone

FIGURE 2

Conch Harbor Marina
Key West, Florida

PARKING ANALYSIS

This section of the report analyzes the parking data collected in the field, adjusts the data to reflect average peak season conditions, and estimates the demand associated with the expansion of the retail component of the Conch Harbor Marina as well as other nearby planned projects. The result of these analyses is an estimate of the projected average peak season parking demand as it relates to the available parking supply within the immediate area of the Conch Harbor Marina.

Average Peak Season Adjustment

Since the parking data for this analysis was collected during mid-July, it is necessary to adjust the parking counts to reflect the seasonality exhibited in the Florida Keys, especially in Key West. Traffic data utilized for analyses conducted in south Florida (including the Florida Keys) is typically adjusted to reflect "average peak season" conditions. This is accomplished by utilizing a multiplier that converts traffic related data collected during specific weeks of the year to average peak season conditions representing the average of the highest 13 weeks of the year.

The Florida Department of Transportation (FDOT) publishes peak season adjustment factors for each county in the State of Florida. For Monroe County, traffic related counts performed on July 13 and 14 can be adjusted to average peak season conditions by multiplying the values by 1.05. In other words, the data should be increased by 5% in order to reflect average peak season conditions for the study area.

Since these peak season adjustment factors are published for all of Monroe County, further, more localized analyses were performed. The EDOT maintains a permanent traffic count station on US 1 / Overseas Highway 200 feet east of Cow Key Bridge (Station 0165) near Key West. A detailed analysis of this traffic count location indicates that traffic in Key West should be adjusted by a factor of 1.11 (or +11%) in order to reflect average peak season conditions.

To further refine this peak season adjustment analysis, parking data for the Conch Harbor Marina parking garage and the City of Key West was reviewed. A review of the parking data for the Conch Harbor Marina parking garage indicates that parking data collected in the month of July should be adjusted by +6% in order to reflect average peak season conditions. While consistent with the countywide adjustment factors reported by FDOT, it is slightly lower than the adjustment factor derived from the data collected at the permanent count station on US 1.

The City of Key West provided access to the City's parking data for the purposes of this analysis. A review of the City's parking data for the past year (August 25, 2011 to August 22, 2012) indicates that parking demand during the week of July 12 – 18, 2012 should be adjusted by a factor of 1.11 (or, +11%) in order to represent average peak season demand for parking in Key West.

As a result of this analysis, it is evident that the parking data collected in mid-July of this year should be adjusted between +5% and +11% in order to reflect the average peak season conditions of Key West. In order to present a conservative analysis (or, worst-case scenario), the background parking demand will be increased by 11% to represent the demand exhibited during the average peak season conditions. The supporting data for this analysis is presented in Appendix B.

Conch Harbor Marina – Retail Vacancy

At the time of the parking data collection effort (July 13 and 14, 2012) approximately 3,755 square feet of the Conch Harbor Marina retail component were vacant. In order to account for the potential parking demand associated with this retail space, the number of parking spaces required by City Code was added to the overall parking demand. At one (1) parking space per 300 square feet of retail space, this yields a demand for 13 parking spaces.

Conch Harbor Marina – Proposed Retail Expansion

As mentioned previously, a 13,500 square foot expansion of the retail space at the Conch Harbor Marina is proposed. City Code requires one (1) parking space per 300 square feet of retail space and one parking space per 600 feet of warehouse / storage area. Based upon the configuration of the proposed retail facility (12,192 square feet of retail space and 1,308 square feet of warehouse / storage area), 44 parking spaces will be required. As part of the proposed expansion, five (5) additional parking spaces will be created immediately adjacent to the building.

Other Nearby Planned Projects

There are two planned projects in the immediate area of the Conch Harbor Marina. One project involves the development of a 96-unit hotel complex at 223 Elizabeth Street which is the site of the former Jabour's Campground and Trailer Court. The parking requirements for this development will be satisfied with 63 on-site parking spaces and 26 off-site parking spaces which will be leased in the Key West Bight parking lot. These 26 off-site parking spaces must be considered with respect to the future demand in the area as it relates to this parking study.

The other project involves the development of a restaurant / brewery to be located at 201 William Street in the former Waterfront Market warehouse building. This building is located within the historic commercial pedestrian oriented area and no new floor area is proposed. As such, no new parking spaces are required as a result of this redevelopment project.

Projected Peak Parking Demand

Table 1 on the following page presents the projected peak parking demand within the immediate area of the Conch Harbor Marina. This projection is based upon actual field parking counts, adjustments for average peak season conditions, and adjustments for existing retail vacancies and planned projects in the study area.

Exhibit A

Parking Zone	Number of Available Parking Spaces	Time Intervals (Number of Parked Vehicles)			
		Friday (Peak Hour)		Saturday (Peak Hour)	
		5:30 PM to 6:00 PM	6:00 PM to 6:30 PM	3:30 PM to 4:00 PM	4:00 PM to 4:30 PM
1	12	12	13	13	11
2	19	13	13	8	9
3	31	30	29	32	30
4	25	22	24	23	23
5	131	108	106	122	116
6	23	22	22	17	16
7	19	0	1	5	4
8	4	2	2	1	1
9	62	29	31	27	29
10 - Level 1	24	21	18	21	23
10 - Level 2	48	38	35	47	46
10 - Level 3	46	9	9	17	17
10 - Level 4	48	18	16	17	18
10 - Level 5	34	0	0	0	0
10 - Level 6	48	8	8	9	9
Proposed Parking Spaces	5	N/A	N/A	N/A	N/A
Total	579	330	327	364	352
<i>Seasonal Adjustment (x 1.11)</i>		366	363	404	391
Parking Spaces Required for:					
- Conch Harbor Vacancy (3,755 SF as of 7/17/12)		13	13	13	13
- Proposed Conch Harbor Expansion (13,600 SF)		44	44	44	44
- Planned Hotel at 223 Elizabeth Street		26	26	26	26
Total Peak Demand		449	446	487	474
Available Spaces:		130	133	92	105

Source: Traf Tech Engineering, Inc., September 2012.

As indicated in Table 1 above, the total average peak season parking demand within the immediate area of the Conch Harbor Marina is projected to range from 449 occupied parking spaces during the peak hour (5:30 PM to 6:30 PM) on Fridays to 487 occupied parking spaces during the peak hour (3:30 PM to 4:30 PM) on Saturdays. During these peak time periods (when accounting for seasonal variations and projected parking demand associated with planned development), the total number of available parking spaces is estimated to be no less than 92.

CONCLUSIONS AND RECOMMENDATIONS

The Conch Harbor Marina is an existing marina and commercial retail facility located in the northwest quadrant of the intersection of Caroline Street and Grinnell Street in the City of Key West, Monroe County, Florida. The owner of the marina, Conch Harbor Retail Center, LLC, has proposed to construct an additional 13,500 square feet of retail space at this location.

In order to establish a baseline for both parking supply and parking demand in the area of the Conch Harbor Marina, parking counts were performed by qualified transportation engineers. The parking counts were performed on Friday, July 13, 2012 from 3:00 PM to 8:00 PM and on Saturday, July 14, 2012 from 10:00 AM to 5:00 PM. The peak parking demand on Friday occurred between 5:30 PM and 6:00 PM with 330 occupied parking spaces (or, 57% occupied). The peak parking demand on Saturday occurred between 3:30 PM and 4:00 PM with 364 occupied parking spaces (or, 63% occupied).

Adjustments to the field parking counts were made in order to reflect average peak season conditions as well as for current retail vacancies at the Conch Harbor Marina, the proposed retail expansion of the Conch Harbor Marina, and other planned projects in the study area. During the peak time periods (Fridays between 5:30 PM and 6:30 PM and Saturdays between 3:30 PM and 4:30 PM), the total number of available parking spaces is estimated to be no less than 92. Given that this demand includes the parking required by Code for the proposed retail expansion of the Conch Harbor Marina, it is evident that the existing parking supply in the Key West Bight area is sufficient to meet the anticipated average peak season parking demand.

In other words, the existing parking supply at the Conch Harbor Marina parking garage, the new proposed five (5) parking spaces, and the nearby (within walking distance) public parking spaces are sufficient to comfortably accommodate the future parking demand of the study area during average peak season conditions.

Exhibit A

Appendix A
Parking Data



8400 N. University Drive
Suite 309
Tamarac, Florida 33321
(954) 582-0988

Project: Conch Harbor Marina
Analyst: KBP / JEV
Project No.: 16,589
Day: Friday
Time Period: 3:00 PM to 8:00 PM

Parking Zone	Number of Available Spaces	Time Intervals (Number of Parked Vehicles)																			
		3:00 PM to 3:30 PM		3:30 PM to 4:00 PM		4:00 PM to 4:30 PM		4:30 PM to 5:00 PM		5:00 PM to 5:30 PM		5:30 PM to 6:00 PM		6:00 PM to 6:30 PM		6:30 PM to 7:00 PM		7:00 PM to 7:30 PM		7:30 PM to 8:00 PM	
1	12	12	12	12	12	13	13	11	11	11	11	12	12	13	13	13	13	12	12	15	15
2	19	9	8	11	11	12	12	15	15	13	13	13	13	11	11	11	11	11	11	11	11
3	31	33	32	29	29	31	31	28	28	30	30	29	29	27	27	29	29	29	29	29	29
4	25	24	23	24	24	24	24	22	22	22	22	24	24	21	21	22	22	22	22	26	26
5	131	92	91	90	90	95	95	104	104	108	108	106	106	106	106	109	109	109	109	112	112
6	23	6	7	14	14	16	16	17	17	22	22	22	22	22	22	22	22	23	23	26	26
7	19	2	3	4	4	4	4	2	2	0	0	1	1	2	2	1	1	1	1	0	0
8	4	3	3	1	1	1	1	1	1	2	2	2	2	1	1	1	1	1	1	1	1
9	62	32	31	32	32	29	29	29	29	29	29	31	31	24	24	22	22	22	22	20	20
10-1	24	19	20	22	22	21	21	22	22	21	21	18	18	20	20	19	19	19	19	21	21
10-2	48	42	42	44	44	43	43	40	40	38	38	35	35	35	35	37	37	37	37	34	34
10-3	46	7	6	5	5	6	6	8	8	9	9	9	9	8	8	8	8	8	8	8	8
10-4	48	16	16	15	15	15	15	15	15	16	16	16	16	16	16	16	16	16	16	16	16
10-5	34	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
10-6	48	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8
Total	574	306	303	313	313	316	316	322	322	330	330	327	327	314	314	318	318	318	318	327	327

Exhibit A

Appendix B

Peak Season Adjustment Analysis

Exhibit A

2011 PEAK SEASON FACTOR CATEGORY REPORT - REPORT TYPE: ALL
 CATEGORY: 9000 MONROE COUNTYWIDE

WEEK	DATES	SF	MOCF: 0.91 PSCF
1	01/01/2011 - 01/01/2011	1.01	1.10
2	01/02/2011 - 01/08/2011	1.01	1.10
3	01/09/2011 - 01/15/2011	1.00	1.09
4	01/16/2011 - 01/22/2011	0.98	1.07
5	01/23/2011 - 01/29/2011	0.96	1.05
* 6	01/30/2011 - 02/05/2011	0.94	1.03
* 7	02/06/2011 - 02/12/2011	0.93	1.02
* 8	02/13/2011 - 02/19/2011	0.91	0.99
* 9	02/20/2011 - 02/26/2011	0.90	0.96
*10	02/27/2011 - 03/05/2011	0.89	0.97
*11	03/06/2011 - 03/12/2011	0.88	0.96
*12	03/13/2011 - 03/19/2011	0.87	0.95
*13	03/20/2011 - 03/26/2011	0.89	0.97
*14	03/27/2011 - 04/02/2011	0.91	0.99
*15	04/03/2011 - 04/09/2011	0.92	1.01
*16	04/10/2011 - 04/16/2011	0.94	1.03
*17	04/17/2011 - 04/23/2011	0.95	1.04
*18	04/24/2011 - 04/30/2011	0.96	1.05
19	05/01/2011 - 05/07/2011	0.97	1.06
20	05/08/2011 - 05/14/2011	0.98	1.07
21	05/15/2011 - 05/21/2011	0.99	1.08
22	05/22/2011 - 05/28/2011	1.00	1.09
23	05/29/2011 - 06/04/2011	1.00	1.09
24	06/05/2011 - 06/11/2011	1.01	1.10
25	06/12/2011 - 06/18/2011	1.01	1.10
26	06/19/2011 - 06/25/2011	1.00	1.09
27	06/26/2011 - 07/02/2011	0.99	1.08
28	07/03/2011 - 07/09/2011	0.98	1.07
29	07/10/2011 - 07/16/2011	0.96	1.05
30	07/17/2011 - 07/23/2011	0.98	1.07
31	07/24/2011 - 07/30/2011	1.00	1.09
32	07/31/2011 - 08/06/2011	1.01	1.10
33	08/07/2011 - 08/13/2011	1.03	1.13
34	08/14/2011 - 08/20/2011	1.05	1.15
35	08/21/2011 - 08/27/2011	1.07	1.17
36	08/28/2011 - 09/03/2011	1.10	1.20
37	09/04/2011 - 09/10/2011	1.12	1.22
38	09/11/2011 - 09/17/2011	1.15	1.26
39	09/18/2011 - 09/24/2011	1.15	1.26
40	09/25/2011 - 10/01/2011	1.14	1.25
41	10/02/2011 - 10/08/2011	1.14	1.25
42	10/09/2011 - 10/15/2011	1.13	1.24
43	10/16/2011 - 10/22/2011	1.12	1.22
44	10/23/2011 - 10/29/2011	1.10	1.20
45	10/30/2011 - 11/05/2011	1.09	1.18
46	11/06/2011 - 11/12/2011	1.05	1.16
47	11/13/2011 - 11/19/2011	1.05	1.15
48	11/20/2011 - 11/26/2011	1.04	1.14
49	11/27/2011 - 12/03/2011	1.03	1.13
50	12/04/2011 - 12/10/2011	1.02	1.12
51	12/11/2011 - 12/17/2011	1.01	1.10
52	12/18/2011 - 12/24/2011	1.01	1.10
53	12/25/2011 - 12/31/2011	1.00	1.09

* PEAK SEASON

14-FEB-2012 14:42:48

830UPD [1,0,0,1] 6_9000_PKSEASON.TXT

Exhibit A

**FDDT Permanent Count Station
Station 0165
200 Feet East of Cow Key Bridge
YEAR: 2011**

Weekly Traffic	Sorted	Highest 13 wks	Week	PSF
1 261057	292993	292993	1	1.07
2 259454	287950	287950	2	1.07
3 257307	286070	286070	3	1.08
4 260843	284792	284792	4	1.07
5 268562 *	284279	284279	5	1.04
6 272267 *	279616	279616	6	1.02
7 287950 *	276991	276991	7	0.97
8 284792 *	273437	273437	8	0.98
9 286070 *	272267	272267	9	0.97
10 292993 *	271027	271027	10	0.95
11 284279 *	270513	270513	11	0.98
12 279616 *	268562	268562	12	0.99
13 276991 *	268121	268121	13	1.00
14 271027 *	264069	Total: 3616618	14	1.03
15 268121 *	262628	Avg: 278201.4	15	1.04
16 273437 *	261057		16	1.02
17 264069	260843		17	1.05
18 256737	259949		18	1.08
19 255071	259454		19	1.09
20 253896	259411		20	1.10
21 253489	259266		21	1.10
22 249274	257307		22	1.12
23 252526	256976		23	1.10
24 250704	256737		24	1.11
25 250133	255071		25	1.11
26 250841	253896		26	1.11
27 243112	253489		27	1.14
28 250218	252526		28	1.11
29 250241	250842		29	1.11
30 262628	250841		30	1.06
31 250267	250704		31	1.11
32 256976	250267		32	1.08
33 248373	250241		33	1.12
34 234634	250218		34	1.19
35 233619	250133		35	1.19
36 228739	249274		36	1.22
37 236721	248373		37	1.18
38 232580	248272		38	1.20
39 230234	248243		39	1.21
40 233194	247201		40	1.19
41 231053	243112		41	1.20
42 224910	236721		42	1.24
43 210286	234634		43	1.32
44 259949	233619		44	1.07
45 259266	233194		45	1.07
46 250842	232580		46	1.11
47 232040	232040		47	1.20
48 248272	231053		48	1.12
49 248243	230234		49	1.12
50 247201	228739		50	1.13
51 259411	224910		51	1.07
52 270513 *	210286		52	1.03

Exhibit A

Conch Harbor Marina Parking Garage

Year	Month	Revenue	Sort	Highest 3 Mo.		Monthly Adjustment
2010	October	\$3,078.35	\$6,021.60	\$6,021.60	October	1.88
	November	\$5,895.96 *	\$5,895.96	\$5,895.96	November	0.98
	December	\$4,016.84	\$5,488.81	\$5,488.81	December	1.44
2011	January	\$6,021.60 **	\$4,998.78	\$17,406.37	January	0.96
	February	\$3,859.28	\$4,466.71		February	1.50
	March	\$2,695.47	\$4,130.89	\$5,802.12	March	2.15
	April	\$3,646.63	\$4,016.34		April	1.59
	May	\$4,998.78	\$3,859.28		May	1.16
	June	\$3,800.96	\$3,800.96		June	1.53
	July	\$5,488.81 *	\$3,646.63		July	1.06
	August	\$4,466.71	\$3,078.35		August	1.30
	September	\$4,130.89	\$2,695.47		September	1.40

Exhibit A

City of Key West, FL Parking Revenue

Week			Key West - All	Sorted	Highest 13 wks	Week	PSF	
2011	1	25-Aug	31-Aug	\$41,340	100,225	100,225	1	2.16
	2	1-Sep	7-Sep	59,304	97,185	97,185	2	1.51
	3	8-Sep	14-Sep	41,619	96,177	96,177	3	2.15
	4	15-Sep	21-Sep	45,875	95,165	95,165	4	1.95
	5	22-Sep	28-Sep	44,073	91,404	91,404	5	2.03
	6	29-Sep	5-Oct	47,064	87,788	87,788	6	1.90
	7	6-Oct	12-Oct	49,869	86,201	86,201	7	1.79
	8	13-Oct	19-Oct	42,878	86,065	86,065	8	2.09
	9	20-Oct	26-Oct	63,305	85,986	85,986	9	1.41
	10	27-Oct	2-Nov	62,818	85,852	85,852	10	1.42
	11	3-Nov	9-Nov	64,136	83,880	83,880	11	1.39
	12	10-Nov	16-Nov	71,071	83,444	83,444	12	1.26
	13	17-Nov	23-Nov	59,204	83,364	83,364	13	1.51
	14	24-Nov	30-Nov	61,763	83,239	83,239	14	1.45
	15	1-Dec	7-Dec	44,786	82,881	82,881	15	2.00
	16	8-Dec	14-Dec	45,180	82,777	82,777	16	1.98
	17	15-Dec	21-Dec	53,431	81,617	81,617	17	1.67
	18	22-Dec	28-Dec	80,721	80,721	80,721	18	1.11
2012	19	29-Dec	4-Jan	100,225	80,580	80,580	19	0.89
	20	5-Jan	11-Jan	61,677	78,718	78,718	20	1.45
	21	12-Jan	18-Jan	69,960	74,625	74,625	21	1.28
	22	19-Jan	25-Jan	66,892	73,734	73,734	22	1.34
	23	26-Jan	1-Feb	65,120	73,096	73,096	23	1.37
	24	2-Feb	8-Feb	67,960	71,071	71,071	24	1.32
	25	9-Feb	15-Feb	82,881	69,960	69,960	25	1.08
	26	16-Feb	22-Feb	97,185	69,797	69,797	26	0.92
	27	23-Feb	29-Feb	85,852	69,085	69,085	27	1.04
	28	1-Mar	7-Mar	91,404	68,157	68,157	28	0.98
	29	8-Mar	14-Mar	95,165	67,960	67,960	29	0.94
	30	15-Mar	21-Mar	96,177	66,892	66,892	30	0.93
	31	22-Mar	28-Mar	86,201	65,401	65,401	31	1.04
	32	29-Mar	4-Apr	85,986	65,339	65,339	32	1.04
	33	5-Apr	11-Apr	87,788	65,120	65,120	33	1.02
	34	12-Apr	18-Apr	74,625	64,136	64,136	34	1.20
	35	19-Apr	25-Apr	69,085	63,460	63,460	35	1.29
	36	26-Apr	2-May	65,401	63,305	63,305	36	1.37
	37	3-May	9-May	69,797	63,139	63,139	37	1.28
	38	10-May	16-May	63,460	62,818	62,818	38	1.41
	39	17-May	23-May	68,157	61,763	61,763	39	1.31
	40	24-May	30-May	82,777	61,677	61,677	40	1.08
	41	31-May	6-Jun	63,139	59,304	59,304	41	1.42
	42	7-Jun	13-Jun	73,734	59,204	59,204	42	1.21
	43	14-Jun	20-Jun	78,718	53,431	53,431	43	1.14
	44	21-Jun	27-Jun	73,096	49,869	49,869	44	1.22
	45	28-Jun	4-Jul	83,364	47,064	47,064	45	1.07
	46	5-Jul	11-Jul	86,065	45,875	45,875	46	1.04
	47	12-Jul	18-Jul	80,580	45,180	45,180	47	1.11
	48	19-Jul	25-Jul	83,444	44,786	44,786	48	1.07
	49	26-Jul	1-Aug	83,880	44,073	44,073	49	1.07
	50	2-Aug	8-Aug	83,239	42,878	42,878	50	1.07
	51	9-Aug	15-Aug	81,617	41,619	41,619	51	1.10
	52	16-Aug	22-Aug	65,339	41,340	41,340	52	1.37
					Total:	3,162,736		
					Average:	89,441		

Exhibit B

Conch Harbor Parking Work Sheet	Code Required			On Property				City Operator Old Town Garage	
	Auto	Bicycle / Scooter	Auto	Auto Handicap	Bicycle / Scooter	Auto Equivalent	Needed Per Code	Parking Agreement	
Existing Conch Harbor	110	27.5	61	5	61	8.4	35.6		
Proposed West Marine	44	11	7	1	62	12.8	23.3		
Parking Waiver Zone	-10						-10.0		
Total	144	38.5	68	6	123	21.1	48.9		
								Per Month	Per Year
								44.17	530.00
								107.25	1287.00
									Total
									20670
									12870
									Total
									33540

Verification Form

**City of Key West
Planning Department**



Verification Form

(Where Authorized Representative is an Entity)

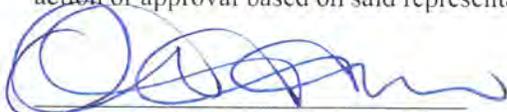
I, Owen Trepanier, in my capacity as President
(print name) *(print position; president, managing member)*
of Trepanier & Associates, Inc.
(print name of entity serving as Authorized Representative)

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:

951 Caroline Street, Key West, FL 33040

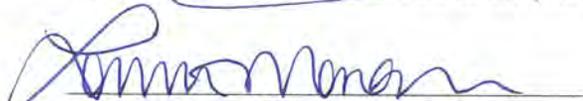
Street Address of subject property

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 06/05/2020 by
Owen Trepanier *date*
Name of Authorized Representative

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


Notary's Signature and Seal

Lauren Mongelli
Name of Acknowledger typed, printed or stamped



GG909917
Commission Number, if any

Authorization Form

City of Key West
Planning Department



Authorization Form
(Where Owner is a Business Entity)

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

I, Craig Hunt as
Please Print Name of person with authority to execute documents on behalf of entity

Manager of Conch Harbor Marina LLC
Name of office (President, Managing Member) *Name of owner from deed*

authorize 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.

Craig Hunt

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

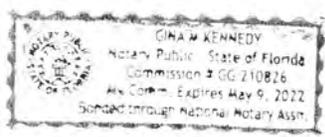
Subscribed and sworn to (or affirmed) before me on this June 1, 2020
Date

by Craig Hunt
Name of person with authority to execute documents on behalf on entity owner

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

Gina M Kennedy
Notary's Signature and Seal

Gina M Kennedy
Name of Acknowledger typed, printed or stamped



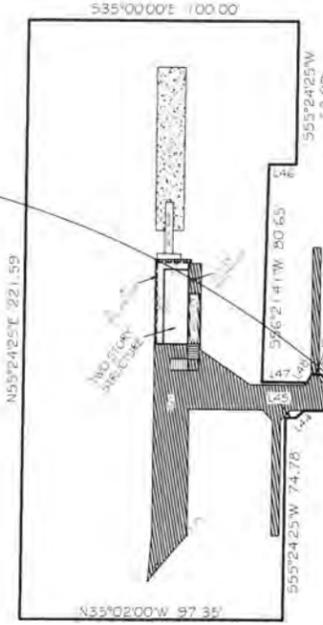
GG210826
Commission Number, if any

Boundary Survey

ALTA/CSM LAND TITLE SURVEY
CONCH HARBOR MARINA
KEY WEST, FLORIDA



SCALE 1" = 30'

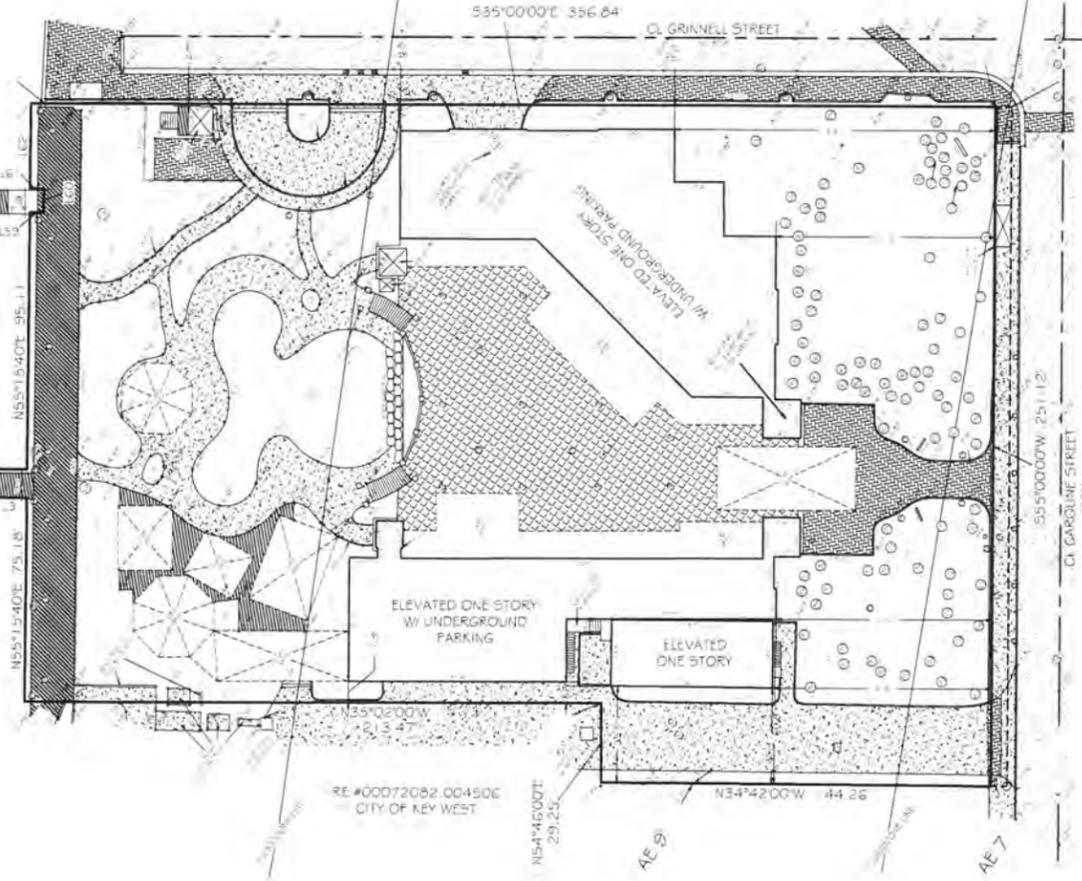


KEY WEST BIGHT
VE 11

KEY WEST BIGHT

CONCH HARBOR MARINA, A CONDOMINIUM
O.R. BOOK 1978, PGS. 1947-8

CONCH HARBOR MARINA, A CONDOMINIUM
O.R. BOOK 1978, PGS. 1947-8



SURVEYOR'S NOTE:

THIS R.E. REECE, P.A. SURVEY, INVOICE #61220011, WAS AMENDED ON 01-24-12 BY REECE & WHITE LAND SURVEYING, INC. TO SHOW HORIZONTAL AND VERTICAL LOCATIONS OF TREES IN THE SOUTHEAST PORTION OF THE PROPERTY AS REQUESTED BY THE CLIENT

DBH = DIAMETER @ BREAST HEIGHT (INCHES)
D.C. = DIAMETER OF CANOPY (FEET)

NO	BASE ELEV.	DBH	B.C.	NAME COMMON / BOTANICAL
01	5.71	8"	28'	COCONUT PALM / COCOS NUCIFERA
02	5.47	12"	28'	COCONUT PALM / COCOS NUCIFERA
03	5.67	NA	NA	THATCH PALM / THRINAX
04	5.05	NA	NA	THATCH PALM / THRINAX
05	4.24	13"	44'	ROYAL PONCINAWA / DILLONIA REGINA
06	6.22	8"	14'	LIVE OAK / QUERCUS
07	5.41	NA	NA	THATCH PALM / THRINAX
08	4.83	NA	NA	THATCH PALM / THRINAX
09	3.74	9"	22'	WILD TAMARIND / LYSLONIA
10	3.73	7"	12'	BOTTLE PALM /
11	4.91	5"	9"	THATCH PALM / THRINAX
12	4.96	4"	10'	PARADISE TREE /
13	3.36	NA	NA	WHITE STOPPER /
14	3.66	NA	NA	ACACIA /
15	3.53	NA	NA	WHITE STOPPER /
16	5.79	NA	NA	WHITE STOPPER /
17	5.85	NA	NA	ACACIA /
18	3.76	NA	NA	THATCH PALM / THRINAX
19	5.94	NA	NA	WHITE STOPPER /
20	6.16	NA	NA	WHITE STOPPER /
21	6.19	9"	28'	COCONUT PALM / COCOS NUCIFERA
22	5.20	5"	10'	PARADISE TREE /
23	6.21	12"	54'	FIGS / GUINTEA
24	5.56	NA	NA	THATCH PALM / THRINAX
25	5.06	NA	NA	THATCH PALM / THRINAX
26	5.23	NA	NA	THATCH PALM / THRINAX
27	5.66	4"	9"	ROYAL PALM / ROYSTONIA
28	5.87	4"	20'	ROYAL PALM / ROYSTONIA
29	5.22	12"	20'	ROYAL PALM / ROYSTONIA
30	5.41	14"	20'	ROYAL PALM / ROYSTONIA
31	4.35	NA	NA	COCONUT PALM / COCOS NUCIFERA
32	3.52	6"	9"	THATCH PALM / THRINAX
33	3.66	6"	9"	THATCH PALM / THRINAX
34	5.95	3"	9"	THATCH PALM / THRINAX
35	4.94	7"	9"	THATCH PALM / THRINAX
36	5.62	4"	9"	THATCH PALM / THRINAX
37	5.44	NA	NA	THATCH PALM / THRINAX
38	5.85	17"	20'	ROYAL PALM / ROYSTONIA
39	3.75	3"	9"	THATCH PALM / THRINAX
40	3.38	NA	NA	THATCH PALM / THRINAX
41	6.15	20"	20'	ROYAL PALM / ROYSTONIA
42	5.58	NA	NA	THATCH PALM / THRINAX
43	5.31	2"	9"	THATCH PALM / THRINAX
44	5.68	7"	9"	THATCH PALM / THRINAX
45	5.31	14"	20'	ROYAL PALM / ROYSTONIA
46	4.92	7"	9"	THATCH PALM / THRINAX
47	5.43	NA	NA	THATCH PALM / THRINAX
48	5.34	NA	NA	THATCH PALM / THRINAX
49	5.33	7"	9"	THATCH PALM / THRINAX
50	5.62	3.5"	9"	THATCH PALM / THRINAX
51	5.50	2"	9"	THATCH PALM / THRINAX
52	5.68	9"	9"	THATCH PALM / THRINAX
53	5.68	5"	9"	THATCH PALM / THRINAX
54	3.59	4"	10'	PARADISE TREE /
55	6.05	9"	28'	COCONUT PALM / COCOS NUCIFERA
56	5.72	3"	9"	THATCH PALM / THRINAX
57	4.36	NA	NA	LEGUAMIT AL / GUANAJUM SANCTUM
58	5.33	NA	NA	LEGUAMIT AL / GUANAJUM SANCTUM
59	4.10	8"	28'	COCONUT PALM / COCOS NUCIFERA
60	4.90	13"	28'	COCONUT PALM / COCOS NUCIFERA
61	4.06	NA	NA	LEGUAMITAE / GUANAJUM SANCTUM
62	4.63	15"	28'	COCONUT PALM / COCOS NUCIFERA
63	4.40	18"	20'	ROYAL PALM / ROYSTONIA
64	4.49	NA	NA	THATCH PALM / THRINAX
65	5.63	NA	NA	THATCH PALM / THRINAX
66	4.56	NA	NA	THATCH PALM / THRINAX
67	3.70	6"	12'	BOTTLE PALM /
68	3.78	4"	12'	BOTTLE PALM /
69	3.78	4"	12'	COCONUT PALM / COCOS NUCIFERA
70	4.92	10"	28'	COCONUT PALM / COCOS NUCIFERA
71	3.95	10"	28'	COCONUT PALM / COCOS NUCIFERA
72	6.34	10"	28'	COCONUT PALM / COCOS NUCIFERA
73	5.46	NA	NA	THATCH PALM / THRINAX
74	5.61	NA	NA	THATCH PALM / THRINAX
75	5.14	10"	10"	SARAI PALM /
76	5.36	9"	10"	SARAI PALM /
77	4.98	NA	NA	THATCH PALM / THRINAX
78	4.15	NA	NA	THATCH PALM / THRINAX
79	5.33	NA	NA	THATCH PALM / THRINAX
80	5.69	3.5"	10'	PARADISE TREE /
81	5.78	NA	NA	THATCH PALM / THRINAX
82	6.04	NA	NA	THATCH PALM / THRINAX
83	6.29	NA	NA	THATCH PALM / THRINAX
84	6.63	12"	20'	ROYAL PALM / ROYSTONIA
85	6.94	16"	20'	ROYAL PALM / ROYSTONIA
86	4.32	19"	28'	ROYAL PALM / ROYSTONIA
87	5.31	12"	28'	MARGONNY /
88	4.18	9"	14'	ONA TREE / QUERCUS
89	2.29	5'-4"	3"	WAX MYRTLE / MYRTICA CERIFERA
90	5.34	3'-4"	2"	WAX MYRTLE / MYRTICA CERIFERA
91	4.32	3'-3"	2"	WAX MYRTLE / MYRTICA CERIFERA
92	5.31	11"	20'	GUMBO LIMBO / BURSEFERA SIMARUBA
93	4.18	7"	16'	WAX MYRTLE / MYRTICA CERIFERA
94	5.80	4'-4"	3"	WAX MYRTLE / MYRTICA CERIFERA
95	4.70	18"	20'	ROYAL PALM / ROYSTONIA

LEGAL DESCRIPTION
SEE SHEET 1 OF 2

CERTIFIED TO
FORTRESS CREDIT CORP., by successors
and/or assigns
Laytons Title Insurance Corporation
Brian Sumborg et al
Key West, Bight Associates, LLC.

R.E. REECE, P.A.
PROFESSIONAL SURVEYOR AND MAPPER
SINCE 1944 (1953) F.L.S. No. 1211, 1243
F.L.S. No. 1211, 1243
F.L.S. No. 1211, 1243

REVISION 03-03-07: ADJUST FLOOD ZONE LINE. MH
REVISION 04-25-07: UPDATE SURVEY. -JM



NOTES:
1. THIS SURVEY WAS CONDUCTED IN ACCORDANCE WITH THE FLORIDA SURVEYING AND MAPPING ACT, CHAPTER 461, F.S.
2. THE SURVEYOR HAS REVIEWED THE RECORDS OF THE PUBLIC RECORDS OFFICE AND HAS FOUND NO RECORDS OF ANY PREVIOUS SURVEYS OF THIS PROPERTY.
3. THE SURVEYOR HAS REVIEWED THE RECORDS OF THE PUBLIC RECORDS OFFICE AND HAS FOUND NO RECORDS OF ANY PREVIOUS SURVEYS OF THIS PROPERTY.
4. THE SURVEYOR HAS REVIEWED THE RECORDS OF THE PUBLIC RECORDS OFFICE AND HAS FOUND NO RECORDS OF ANY PREVIOUS SURVEYS OF THIS PROPERTY.
5. THE SURVEYOR HAS REVIEWED THE RECORDS OF THE PUBLIC RECORDS OFFICE AND HAS FOUND NO RECORDS OF ANY PREVIOUS SURVEYS OF THIS PROPERTY.

Ukg' Rnc p

Warranty Deed

MONROE COUNTY
OFFICIAL RECORDS

FILE # 1 4 2 7 8 7 0
BK# 1 9 7 8 PG# 1 8 7 0

RCD Feb 27 2004 02:06PM
DANNY L KOLHAGE, CLERK

DBED DOC STAMPS 0.70
02/27/2004 DEP CLK

This instrument was prepared by and
when recorded return to:
Suzanne M. Amaducci, P.A.
Bilzin Sumberg Baena Price & Axelrod LLP
200 South Biscayne Boulevard, Suite 2500
Miami, Florida 33131

(Space Above for Recorder's Use Only)

DECLARATION OF
NON-EXCLUSIVE EASEMENTS

THIS DECLARATION NON-EXCLUSIVE OF EASEMENTS (this "Declaration") is made as of this 21st day of February 2004 by CONCH HARBOR MARINA ASSOCIATES, LTD., a Florida limited partnership ("Conch Harbor") having a mailing address of c/o RCI Group, Inc., 300 Alton Road, Suite 303, Miami Beach, Florida 33139.

RECITALS:

A. Conch Harbor is the owner of that certain real property and submerged lands, the legal description of which is attached hereto as **Exhibit "A"** and incorporated herein by reference, and improvements existing thereon consisting of a pier, slips and other improvements (collectively, the "**Condo Property**"). (Conch Harbor and its successors and assigns as the fee owner(s) of the Condo Property, from time to time, shall be collectively referred to herein as the "**Condo Owner**").

B. Conch Harbor is the owner of that certain real property and submerged lands adjacent to the Condo Property and certain improvements existing thereon, the legal description of which is attached hereto as **Exhibit "B"** and incorporated herein by reference (the "**Fueling Facility Property**"). Conch Harbor currently operates a marine fueling facility and pump-out station on the Fueling Facility Property which services the owners, occupants and users of the Condo Property, the Upland Property (as hereafter defined) and other third party users. (Conch Harbor and its successors and assigns as the fee owner(s) of the Fueling Facility Property, from time to time, shall be collectively referred to herein as the "**Fueling Facility Owner**").

C. Conch Harbor is also the owner of that certain real property adjacent to the Condo Property, the legal description of which is attached hereto as **Exhibit "C"** and incorporated herein by reference and improvements existing thereon (collectively, the "**Upland Property**"). The Upland property is currently operated as a retail and restaurant facility. (Conch Harbor and its successors and assigns as the fee owner(s) of the Upland Property, from time to time, shall be collectively referred to herein as the "**Upland Owner**" and the Condo Property, the Fueling Facility Property and the Upland Property are sometimes collectively referred to herein as the "**Property**" or the "**Properties**").

D. Conch Harbor has contracted to sell the Condo Property to RCI Development, Inc. ("**RCI**") who will become the Condo Owner and intends to offer individual condominium units to the public for sale. As a condition to the sale to RCI, RCI has required that Conch Harbor enter into this Declaration to provide the necessary easements for current and future contemplated uses of the Properties. As a condition to the sale RCI has also required that Conch Harbor, on RCI's behalf to subject the Condo Property to a declaration of Condominium (the "**Condominium**") to be recorded in the Public Records of Monroe County, Florida (the "**Public Records**") to facilitate the subdivision of the Properties. The Fueling Facility Owner and the Upland Owner do not contemplate subjecting the Fueling Facility Property or the Upland Property to the Condominium at this time.

E. The Condo Owner, the Fueling Facility Owner and the Upland Owner (collectively, the "**Owners**") desire to grant to and receive from one another certain non-exclusive easements for such purposes as ingress, egress, location of utilities, repair and

\75419\16981\# 645849 v 2
2/26/04 11:02 AM

FILE # 1 4 2 7 8 7 0
BK # 1 9 7 8 PG # 1 8 7 1

maintenance of improvements and utilities, navigation and other matters, for the efficient, effective and practical use of their respective Properties, pursuant to the terms and conditions more particularly set forth in this Declaration.

NOW, THEREFORE, in consideration of \$10.00 and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor and Grantee hereby agree as follows:

1. Recitals. The above recitals are true and correct and incorporated herein by reference.

2. Grant of Easements by Condo Owner.

(a) Condo Owner hereby grants to the Upland Owner and the Fueling Facility Owner the following easements:

(1) Utilities. A perpetual, non-exclusive blanket easement to use, gain access to, any utility conduits, locations, lines, pipes, facilities and the like, including but not limited to electric, water, pump out stations and lines, and fuel lines and pumps, located from time to time on the Condo Property, and to install any utility conduits, lines, pipes, pumps facilities, equipment and the like necessary to connect utility services (including but not limited to electric, water, pump out stations and lines and fuel lines and pumps) from the Upland Property to the Fueling Facility Property and vice versa (collectively, the "Utility Facilities") such that the Upland Property and the Fueling Facility Property can be used for their respective intended uses or future uses as may be changed from time to time. The Condo Owner expressly acknowledges that Utility Facilities may be located underneath the top surface of any dock or pier on the Condo Property, inside the structure of any dock or pier, and on top of any dock or pier provided the location of the same does not materially and adversely impact the structural integrity of the subject dock or pier. The use of the easements granted in this subparagraph shall not materially and adversely impair the Condo Owner's use of the Utility Facilities and/ or the Condo Property except in the case of an emergency.

(2) Maintenance and Repair. A perpetual, non-exclusive easement for the purpose of maintaining, repairing and replacing existing and installing new Utility Facilities and other improvements on the Condo Property serving the Upland Property and/ or the Fueling Facility Property. The location of this easement is blanket in nature; however neither the Upland Owner's nor the Fueling Facility Owner's use of this easement shall materially impair the Condo Owner's use of the Condo Property except in the case of an emergency.

(3) Navigational Purposes. A perpetual, non-exclusive easement for navigational purposes over, in and through the submerged lands located on the Condo Property. The location of this easement is blanket in nature; however neither the Upland Owner's nor the Fueling Facility Owner's use of this easement shall materially impair the Condo Owner's use of the Condo Property, except in the case of an emergency.

3. Grant of Easements by Upland Owner.

(a) Upland Owner hereby grants to the Fueling Facility Owner the following easements:

(1) Ingress and Egress. A perpetual, non-exclusive easement for pedestrian ingress and egress over all of the paved, bricked or otherwise designated walkways and/or driveways now existing or in the future located on the Upland Property; provided the use of said easement does unreasonably interfere with the use thereof by Upland Owner.

(2) Utilities. A perpetual non-exclusive utility easement across and under those portions of the Upland Property more particularly described on the attached **Exhibit "D"** ("**General Utility Easement Area**") with the limited authority to use, install and co-locate Utility Facilities for use by the Fueling Facility Owner. In addition the Fueling Facility Owner shall have the right to use any life safety equipment, including any fire pump or similar facilities, which may be located in said easement area from time to time. It is the intent of the Upland Owner and agreed to by the Fueling Facility Owner that with respect to the installation of any Utility Facilities in this easement area by the Fueling Facility Owner, such Utility Facilities shall

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only be constructed or installed underground, except where above-ground facilities exist prior to the date of this Declaration or are otherwise expressly consented to in writing by the Upland Owner, which consent may be withheld in the Upland Owner's reasonable discretion.

(3) Fueling Facilities. A perpetual non-exclusive utility easement across, over, under and upon those portions of the Upland Property more particularly described on the attached **Exhibit "E"** ("**Fuel Facilities Easement Area**") with the limited authority to use, install and co-locate fuel lines, pumps, storage tanks and related facilities (collectively, "**Fuel Facilities**") for use by the Fueling Facility Owner. It is the intent of the Upland Owner and agreed to by the Fueling Facility Owner that with respect to the installation of any Fuel Facilities in the easement area by the Fueling Facility Owner, such Fuel Facilities shall only be constructed or installed underground, except where above-ground facilities exist prior to the date of this Declaration or are otherwise expressly consented to in writing by the Upland Owner, which consent may be withheld in the Upland Owner's reasonable discretion.

(4) Maintenance and Repair. A perpetual, non-exclusive easement for the purpose of maintaining and repairing and the Utility Facilities, the Fuel Facilities and other improvements on the Upland Property serving the Fueling Facility Property. The location of this easement is blanket in nature; however the Fueling Facility Owner's use of said easement shall not unreasonably impair the Upland Owner's use of the Upland Property.

(b) Upland Owner hereby grants to the Condo Owner the following easements:

(1) Ingress and Egress. A perpetual, non-exclusive easement for pedestrian ingress and egress over all of the paved, bricked or otherwise designated walkways and/or driveways now existing or in the future located on the Upland Property; provided the use of said easement does unreasonably interfere with the use thereof by Upland Owner

(2) Utility. A perpetual non-exclusive utility easement across and under those portions of the Upland Property more particularly described on the attached **Exhibit "F"** ("**Condo General Utility Easement Area**") with the limited authority to use, install and co-locate Utility Facilities (except for those related to Fuel Facilities and fuel lines) for use by the Condo Owner. In addition the Condo Owner shall have the right to use any life safety equipment, including any fire pump or other facilities, which may be located in said easement area from time to time. It is the intent of the Upland Owner and agreed to by the Condo Owner that with respect to the installation of the Utility Facilities, such Utility Facilities shall only be constructed or installed underground, except where above-ground facilities exist prior to the date of this Declaration or are expressly consented to in writing by the Upland Owner, which consent may be withheld in the Upland Owner's sole and absolute discretion. When installing new Utility Facilities, the Condo Owner shall use commercially reasonable efforts to relocate any above ground Utility Facilities to underground Utility Facilities. Notwithstanding anything to the contrary contained herein, the Condo Owner shall not have the right to install any Fueling Facilities, fuel lines or related facilities in the Condo General Utility Easement Area.

(3) Repair and Maintenance. A perpetual, non-exclusive easement for the purpose of maintaining and repairing and Utility Facilities serving the Condo Property. The location of said easement is blanket in nature; however the Condo Owner's use of said easement shall not unreasonably interfere with the Upland Owner's use and enjoyment of the Upland Property. In the event, the Condo Owner needs to use a portion of the Upland Property for a construction staging area in connection with such maintenance and repair, the Upland Owner and the Condo Owner shall reasonably agree upon the size and location of the same and Condo Owner shall cause the construction staging area to comply with all applicable laws and regulations at all times.

4. Grant of Easements by Fueling Facility Owner.

(a) The Fueling Facility Owner hereby grants the Condo Owner:

(1) Ingress and Egress. A perpetual, non-exclusive easement for pedestrian ingress and egress over all of the docks and piers now existing or in the future located on the Fueling Facility Property, including, but not limited to, the main pier connecting the Upland Property, the Condo Property and the Fueling Facility Property (the "**Main Pier**").

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(2) Utility. A perpetual non-exclusive utility easement in favor of the Condo Owner to locate underneath the top surface of the Main Pier (and not protruding therefrom and not in or under the water or submerged lands) in such other areas as are designated by the Fueling Facility Owner from time to time in the Fueling Facility Owner's reasonable discretion, to use, install and co-locate Utility Facilities. In the event the Main Pier in the Fueling Facility Property is substantially relocated or rebuilt, the Fueling Facility Owner shall have the right to modify the location(s) of the easement granted herein. The intent of this grant of easement is not to be blanket in nature, but to be in a location selected by the Fueling Facility Owner from time to time that does not impair the Fueling Facility Owner's use of the Fueling Facility Property or structural integrity of the Main Pier while at the same time providing a necessary and practical utility easement for the Condo Owner. The existing location of the Utility Facilities meets the requirements of this paragraph.

(3) Improvements Easement. A perpetual, non-exclusive easement for the purpose of locating dock boxes, cleats, power pedestals, and trash cans (collectively, "Necessary Improvements") on the topside of the Main Pier, the initial location of which is more particularly described on the attached Exhibit "G" ("Necessary Improvements Easement Area"). No improvements other than the Necessary Improvements may be installed by the Condo Owner without the prior written consent of the Fueling Facility Owner, which consent may be withheld in the Fueling Facility Owner's reasonable discretion provided such additional improvements are uniform in nature and otherwise keeping with the aesthetics of the Main Pier. The Condo Owner shall have the right to replace existing Necessary Improvements with those of similar or better quality Necessary Improvements upon the prior consent of the Fueling Facility Owner, which consent shall not be unreasonably withheld provided that the replacement Necessary Improvements are in compliance with all applicable laws and regulations and do not negatively impact the aesthetics of the Fueling Facility Property. At no time shall any Necessary Improvements exceed an unsafe live load. In connection with its use of the easement granted herein the Condo Owner shall comply with the rules and regulations for the use of the Fueling Facility Property as implemented by the Fueling Facility Owner from time to time. In addition, the Condo Owner shall be required to provide safe, adequate and commercially reasonable lighting for the Main Pier from dusk to dawn on a daily basis.

(4) Structural Support Easement. A perpetual, non-exclusive blanket type easement benefiting each finger pier now or hereafter existing on the Condo Property that is attached to the Main Pier. This easement shall be in such size and location as reasonably required (but not to exceed ten feet in length per finger pier) to attach each finger pier to and obtain support from the Main Pier provided the use of such easement does not negatively impact: (i) the structural integrity of the Main Pier or other portion of the Fueling Facility Property, or (ii) unreasonably interfere with the rights of the Fueling Facility Owner's and other's use of the Fueling Facility Property for its intended use or any future use selected by the Fueling Facility Owner. The Fueling Facility Owner acknowledges that the existence of the existing finger piers as of the date of this Declaration do not in and of themselves interfere with the use of the Fueling Facility Property for its intended use and/or impact the structural integrity of the Main Pier or other portion of the Fueling Facility Property. In connection with its use of the easement granted herein the Condo Owner shall comply with the rules and regulations for the use of the Fueling Facility Property as implemented by the Fueling Facility Owner from time to time and shall not place any structurally unsafe live load on any finger pier.

(5) Navigational Purposes. A perpetual, non-exclusive easement for navigational purposes over, in and through the submerged lands comprising the Fueling Facility Property that is necessary in order to provide ingress and egress from the Condo Property through the Fueling Facility to governmentally owned submerged lands and vice versa, provided such navigation by the Condo Owner does not unreasonably interfere with the rights of other to use the same for navigational purposes or interfere with the use of the Fueling Facility Property for fueling or pump-out purposes.

(6) Repair and Maintenance. A perpetual, non-exclusive easement for the purpose of maintaining and repairing and Utility Facilities serving the Condo Property; however the easement area granted herein shall not be used for construction staging purposes (i.e. the storage of equipment and/or materials before, during or after construction). The location of this easement is blanket in nature; however the Condo Owner's use of said easement shall not unreasonably interfere with the Fueling Facility Owner's use and enjoyment of the Fueling

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Facility Property. In the event the Condo Owner needs to use a portion of the Fueling Facility Property for a construction staging area in connection with such maintenance and repair the Fueling Facility Owner and the Condo Owner shall mutually agree upon the size and location of such area; however due to the nature of the Fueling Facility Property, the Fueling Facility Owner may not be able to accommodate the Condo Owner's needs for such staging area because of safety issues or inability to comply with applicable legal requirements. Condo Owner shall cause any construction staging area to comply with all applicable laws and regulations at all times.

(b) The Fueling Facility Owner hereby grants to the Upland Owner the following easements:

(1) Ingress and Egress. A perpetual, non-exclusive easement for pedestrian ingress and egress over all of the piers now existing or in the future located on the Fueling Facility Property.

(2) Utility Easement. A perpetual non-exclusive utility easement in favor of the Upland Owner to locate underneath the top surface of the Main Pier or inside the Main Pier (but not in or under the water or submerged lands) in such areas as are designated by the Fueling Facility Owner from time to time in the Fueling Facility Owner's sole discretion, to use, install and co-locate Utility Facilities. In the event the Main Pier in the Fueling Facility Property is substantially relocated or rebuilt, the Fueling Facility Owner shall have the right to modify the location of the easement granted herein. The intent of this grant of easement is not to be blanket in nature, but to be in location(s) selected by the Fueling Facility Owner from time to time that does not impair the Fueling Facility Owner's use of the Fueling Facility Property or structural integrity of the Main Pier while at the same time providing a necessary and practical utility easement for the Upland Owner.

(3) Navigational Purposes. A perpetual, non-exclusive easement for navigational purposes over, in and through that portion of the submerged lands located on the Fueling Facility Property in order to gain access from the Fueling Facility Property to governmental owned submerged lands and vice versa, provided such navigation by the Upland Owner does not unreasonably interfere with the rights of other to use the same for navigational purposes or for the use of the Fueling Facilities Property for fueling or pump-out purposes.

All the easements granted in Sections 2, 3 and 4 are sometimes collectively referred to herein as the "**Easements**" and the locations of all of said easements are sometimes collectively referred to herein as the "**Easement Areas**."

5. Use by Others. Each of the Owners reserves unto itself as to the Property owned by it, the right and privilege to use, occupy and make improvements in said Property and to grant to others the right to use, occupy and make improvements in those portions of the Easement Areas located on their respective Property. Any Easements granted herein shall be usable by the particular Owner to whom it was granted, and said Owner's, tenants, customers, licensees, invitees, employees and agents. It is expressly understood that owners of condominium units in the Condo Property shall have the benefit of the easements granted herein, however the use maintenance, management and overall decision making with respect to the easements granted herein shall be through the Conch Harbor Marina Condominium Association, Inc., or such successor Condominium Association for the Condominium (the "**Association**"). The Association shall be responsible for the enforcement of the terms and conditions of this Agreement by the Condo Owner and the levy and collection of any assessments under the Declaration of Condominium such that and fees or sums due any other party hereunder shall be timely paid. The Association shall advance any required funds of the Condo Owner such that the sums due Fueling Facility Owner and the Upland Owner are timely paid.

6. Maintenance and Repair.

(a) Primary Responsibility for Easement Areas. Each Owner shall have primary responsibility at its own cost and expense for maintaining and repairing those portions of the Easement Area(s) located on the Property owned by it. The need to repair and maintain the Easement Area(s) shall be reasonably determined by the Owner of such Easement Area(s) and shall be consistent with other first class marinas and/or commercial properties in the Miami-Dade and Monroe County, Florida area, and in accordance with all applicable laws and

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governmental rules and regulations. Any Utility Facilities or other improvements installed in an Easement Area shall be maintained by the Owner who installed said Utility Facilities and/ or improvements.

(b) **Main Pier.** The parties acknowledge that the Main Pier is an integral part of the orderly access to and use of the Condo Property. As such the Condo Owner shall pay to the Fueling Facility Owner 50% of the repair, maintenance and replacements costs of the Main Pier and 30% of the ad valorem taxes, assessments and insurance premiums for the Main Pier on an annual basis within 30 days after receipt of written demand and an itemized invoice for the same from the Fueling Facility Owner. The Fueling Facility Owner shall be required to carry full replacement cost insurance for the piers located on the Fueling Facility property to the extent commercially practical. Notwithstanding anything contained in this Section 6 or Sections 7 or 8 to the contrary, the Fueling Facility Owner shall be solely responsible for maintaining, repairing and replacing the improvements located within the Fueling Facility Property and shall be required to do so in accordance with customary practices of a first class marinas in Miami-Dade or Monroe County, Florida. In the event the Main Pier is damaged or destroyed due to a casualty, the Fueling Facility Owner shall be obligated to promptly restore the Main Pier.

7. Failure to Maintain and/or Repair.

(a) **Notice.** In the event that any Owner (the "**Citing Owner**") determines that another Owner ("**Non-Complying Owner**") is not reasonably repairing or maintaining a particular Easement Area, Utility Facilities or other improvements in accordance with the requirements of this Declaration, the Citing Owner shall notify the Non-Complying Owner in writing (each, a "**Maintenance Notice**"). In the event the Non-complying Owner does not cause such maintenance and/or repairs to be completed within thirty (30) days after the date of any Maintenance Notice, then the Citing Owner may cause or commence to cause such maintenance and/or repairs to be made to the Easement Area. If the repair or maintenance is of an emergency nature, the Citing Owner may make such immediate repairs as are necessary to reasonably contain the situation upon Notice to the Non-Complying Owner prior to the expiration of said 30 day period. If any such matter is of a nature that it cannot reasonably be cured within thirty (30) days, Non-Complying Owner must commence to cure such matter within thirty (30) days of the Maintenance Notice and diligently continue thereafter to cure such matter as soon as reasonably possible.

(b) **Costs.** All reasonable costs and expenses incurred by the Citing Owner for said maintenance or repair shall be reimbursed by the Non-Complying Owner within fifteen (15) days after written demand therefor from the Citing Owner, together with interest thereon at the rate of eighteen percent (18%) per annum from the date said expense was paid by the Citing Owner. Such demand for payment shall include reasonable documentation supporting the expenses incurred by the Citing Owner. If a dispute arises as to the need for, or amount due to the Citing Owner for, repairs or maintenance or the placement of liability insurance undertaken by the Citing Owner in accordance with this Declaration and such dispute is not resolved within sixty (60) days after the date that Citing Owner makes the original written demand for payment, the Non-Complying Owner shall pay the undisputed amount together with interest thereon at the rate of eighteen percent (18%) per annum, and the Citing Owner shall have the right to bring an action at law to recover a money judgment or to foreclose its lien provided for in Section 8 below. No remedy hereunder shall be exclusive of any other remedy available hereunder or pursuant to Florida law in order that the Citing Owner may full recover any amounts expended by it pursuant to this Section.

8. **Liens.** If the Non-Complying Owner does not make the payments required by Section 7 above within the sixty (60) days from the Citing Owner's initial written demand therefor, then the Citing Owner shall have the right to record a claim of lien upon Non-Complying Owner's Parcel, which lien may be for all reasonable and necessary costs and expenses of any cure undertaken by Citing Owner in accordance with any Maintenance Notice, interest accrued thereupon and reasonable attorneys' fees and costs associated therewith. The lien shall be effective upon the recording of a claim of lien in the Public Records which claim of lien shall state all amounts due and owing to the Citing Owner. The lien shall continue from the date of recording until payment to the Citing Owner of the amount set forth in the lien (at which time Citing Owner shall record a satisfaction of such lien), which lien shall be foreclosable in accordance with Florida law.

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9. Construction.

(a) Plans & Specs. Prior to the construction in any Easement Area by a party other than the Owner ("**Constructing Owner**"), the Constructing Owner shall first provide the Owner of the Easement Area with a set of plans and specifications detailing the work to be performed and the improvements to be made in the Easement Area for the Owner's reasonable review and approval. In the event the Owner fails to provide written comment to the plans and specifications within 20 days after its receipt of the plans and specifications, the plans and specifications shall be deemed approved. If the Owner objects to the submitted plans and specifications, the plan and specifications shall be modified to comply with the Owner's request and resubmitted to the Owner. This process shall continue until the Owner approves the plans and specifications.

(b) Work. Any Owner performing any work on any Easement Area shall diligently, and in a manner that minimizes disruption of and inconvenience to the Owner of the Easement Area and the occupants of the adjacent properties, complete the same. After the approved work in the Easement Area is completed, the Constructing Owner shall restore the Easement Area and surrounding area to its pre-existing condition before the work was performed. All work performed hereunder shall be performed in accordance with all applicable laws and regulations, including the obligation to obtain necessary permits and governmental approvals. All work shall be performed by Florida licensed and insured contractors and shall be completed in a lien free condition.

10. Insurance. Each Owner shall maintain general liability insurance insuring against death or bodily injury occurring on its Property in an amount no less than 1,000,000, and increased by at least 15% every 3 years to the extent such increase is commercially reasonable. Each Owner shall maintain special insurance form all risk property insurance in an amount no less than 1,000,000; however at all times the Fueling Facility Owner shall maintain full replacement cost insurance for the Main Pier. If the Condo Property is subject to condominium form of ownership, the condominium association of the Condo Property shall maintain the insurance required hereunder for the benefit of such owners and name the Fueling Facility Owner and/or the Upland Owner, as applicable as additional insureds. Upon written demand the applicable Owners shall provide the requesting Owner with copies of said insurance certificates.

11. AS IS. Each Owner is granting and accepting each respective Easement Area in its "AS IS" and "WHERE IS" condition with all faults, and no Owner makes any representation or warranty, express, implied or by operation or law, of any kind or nature whatsoever, as to the condition or fitness for a particular purpose of any Easement Area. No Owner shall have any liability or responsibility to any other Owner or any agent, representative, employee, lessee, tenant, independent contractor or subcontractor or invitee of, or any person or entity doing business with, said Owner who may utilize any Easement Area for ingress, egress, repair, maintenance, navigation, or otherwise. To the fullest extent permitted by law, each Owner ("**Indemnifying Owner**") shall, at its sole cost and expense, indemnify, defend, and hold harmless the other Owner ("**Indemnified Owner**") from and against all claims, actions, judgments, costs, liabilities, penalties, damages, losses and expenses, including, but not limited to, attorneys' fees at the trial level and in any appellate, administrative, or bankruptcy proceeding, arising from, out of, or in connection with, directly or indirectly, the use, maintenance and operation by any Indemnifying Owner, or any agent, representative, lessee, tenant, employee, contractor or subcontractor or invitee of said Indemnifying Owner of the Easement Area, including, but not limited to, any bodily injury, sickness, disease or death, or to injury to, loss or destruction of tangible property including loss of use (collectively, "**Claims**"), unless such Claims are caused by the gross negligence of the Indemnified Owner.

12. No Third Party Rights. This Declaration shall not establish any rights in or for the benefit of the general public, except for emergency vehicles. The exercise of the rights and privileges granted hereby shall be exercised in a manner which does not unreasonably interfere with the use, operation, business or occupation of any Owner's Property. The rights of the Condo Owner shall extend to any owners of a portion of the Condo Property; however, the management, administration and enforcement of this Agreement shall be performed by the Association only and not the individual Condominium owners. The Upland Owner and the Fueling Facility Owner expressly relied upon the foregoing sentence in entering into this Agreement.

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13. Run with the Land. All Easements granted herein shall be appurtenant to benefiting Owner's Property and shall run with the land and create an equitable servitude on the Owner's Property granting such easement and be binding upon said granting Owner and benefit the other Owners and their respective Property, and shall bind every person having any fee, leasehold or other interest therein, and shall inure to the benefit of the Owner of said Property and its successors, assigns, heirs, personal representatives, customers, invitees, employees and tenants.

14. Law/Venue. This Declaration shall be governed by and construed in accordance with the laws of the State of Florida. The venue for any legal or administrative proceedings regarding this Declaration shall be exclusively in Monroe County, Florida.

15. Cumulative Remedies; Specific Performance. Remedies provided to the parties by this Declaration, at law, and in equity are cumulative. No remedy shall be exclusive of any other remedies. A party's exercise of any particular remedy shall not preclude that party from exercising one or more additional or alternative remedies. Without limiting the foregoing, the parties expressly acknowledge the remedy of specific performance is an appropriate remedy under this Easement Agreement Agreement, and may be exercised in the event of a party's default.

16. Waiver. No waiver of any provision hereof shall be effective unless executed in writing by the party claimed to have made the waiver. No waiver of a provision hereof shall constitute a continuing waiver. A party's forbearance to enforce any available rights or to exercise any available remedy, or to insist upon strict compliance herewith, shall not be deemed a waiver or forfeiture of such rights, remedies or strict compliance. A party's acceptance of any late or inadequate performance, shall not constitute a waiver or forfeiture of that party's right to treat such performance as an event of default or to require timely and adequate performance in the future. Any party may at any time insist on strict compliance with the terms, obligations, covenants, conditions, and requirements of this Declaration, notwithstanding any custom, practice, or course of dealing between or among the parties to the contrary.

17. Severability. If any provision of this Declaration, the deletion of which would not adversely affect a party's enjoyment of any material benefit intended by nor substantially increase the burden of either party under this Declaration, is found to be invalid or unenforceable, that provision will be severed from this Declaration and the remainder of this Declaration will continue to be binding and enforceable.

18. Notices. "Notice" means any notice, demand, request, election, decision, or other communication or document to be provided under this Declaration to a party to this Declaration. The Notice shall be in writing and shall be given to the party at its address or telecopy number set forth below or such other address or telecopy number as the party may later specify for that purpose by notice to the other parties. Each Notice shall, for all purposes, be deemed given and received:

(a) If hand delivered to a party against receipted copy, when the copy of the Notice is received;

(b) If given by a nationally recognized and reputable overnight delivery service, the day on which the Notice is actually received by the party; or

(c) If given by any other means or if given by certified mail, return receipt requested, postage prepaid, two (2) business days after it is posted with the United States Postal Service, at the address of the party specified below:

(1) Condo Owner: RCI Development, Inc., 951 Caroline Street, Key West, Florida 33040; Attn: Dock Master.

(2) Fueling Facility Owner: Conch Harbor Marina Associates, Ltd., c/o RCI Group, Inc., 300 Alton Road, Suite 303, Miami Beach, Florida 33139, with a copy to Conch Harbor Marina, 951 Caroline Street, Key West, Florida, 33040; Attn: Dock Master.

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(3) Upland Owner: Conch Harbor Marina Associates, Ltd., c/o RCI Group, Inc., 300 Alton Road, Suite 303, Miami Beach, Florida 33139 with a copy to Conch Harbor Marina, 951 Caroline Street, Key West, Florida 33040; Attn: Dock Master.

(d) If any Notice is sent by telecopy, the transmitting party may as a courtesy send a duplicate copy of the Notice to the other party by regular mail. In all events, however, any Notice sent by telecopy transmission shall govern all matters dealing with delivery of the Notice, including the date on which the Notice is deemed to have been received by the other party. The party transmitting a Notice via telecopy shall retain the printed confirmation of receipt and shall be deemed to have provided no Notice if that party cannot produce the confirmation of receipt when asked to do so.

(e) The provisions above governing the date on which a Notice is deemed to have been received by a party to this Declaration shall mean and refer to the date on which a party to this Declaration, and not its counsel or other recipient to which a copy of the Notice may be sent, is deemed to have received the Notice.

(f) If Notice is tendered under the provisions of this Declaration and is refused by the intended recipient of the Notice, the Notice shall nonetheless be considered to have been given and shall be effective as of the date provided in this Declaration. The contrary notwithstanding, any Notice given to a party in a manner other than that provided in this Declaration, that is actually received by intended recipient, shall be effective with respect to the recipient on receipt of the Notice.

19. Attorney's Fees. If any Owner initiates or is made a party to legal proceedings (whether judicial, administrative, declaratory, in arbitration, or otherwise) in connection with this Declaration then the non-prevailing party in those proceedings will pay the costs and attorney's fees, including the costs and attorney's fees of appellate proceedings, incurred by the prevailing party. This obligation to pay attorney's fees and costs will apply also to settlements of disputes and to collection efforts.

20. Persons Bound. If either party consists of more than one person or entity, all such persons and entities will be jointly and severally liable under this Declaration. This Declaration shall be binding upon and shall inure to the benefit of the parties and their respective successors-in-interest. This Declaration is for the benefit only of the parties or their successors-in-interest. No other person shall be entitled to rely hereon, receive any benefit herefrom or, enforce any provision of this Declaration against any party.

21. Entire Agreement. This Easement Agreement embodies the entire understanding of the parties, and all negotiations, representations, warranties, and agreements made between the parties are merged herein. The making, execution and delivery of this Declaration by both parties has been induced by no representations, statements, warranties or agreements that are not expressed herein. There are no further or other agreements or understandings, written or oral, in effect between the parties relating to the subject matter hereof. This Declaration may not be amended or modified except by written agreement of all parties.

22. Construction. Whenever the context permits, or requires the use of the singular in this Declaration shall include the plural, and the plural shall include the singular. Any reference herein to one gender shall likewise apply to the other gender and to the neuter; and any reference herein to the neuter shall refer likewise to one or both genders. Any reference herein to a person shall include trusts, partnerships, corporations, and any other entity, as appropriate.

23. Force Majeure. If the performance required of either party under this Declaration is delayed by act of God, civil commotion, governmental or sovereign conduct (including but not limited to delays in the issuance of permits or approvals), strikes, lock-outs, labor trouble, restrictive laws or regulations, the conduct of any person not a party hereto, or any other cause without fault to and beyond the control of the obligated party (financial inability excepted), then that party shall be excused from such performance for the period of time that is reasonably necessary to remedy the effects of the occurrence causing the delay. Nothing in this provision shall be construed as relieving a party from any obligation hereunder timely to make a payment of any charge or other monetary obligation.

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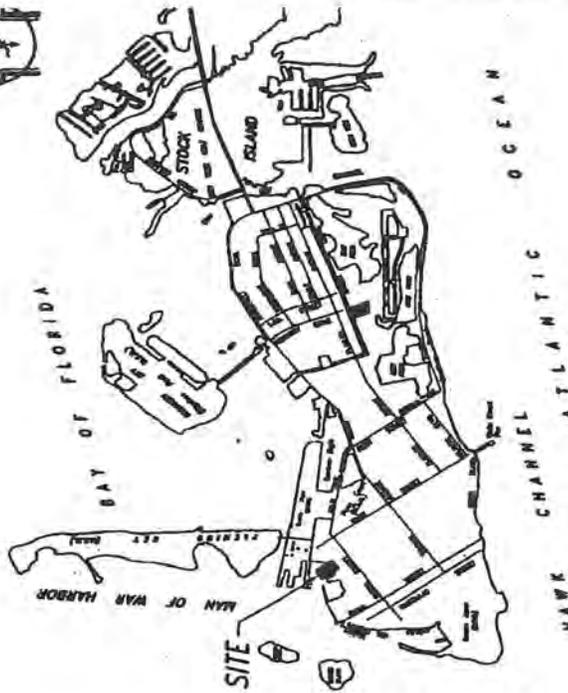
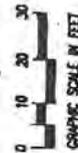
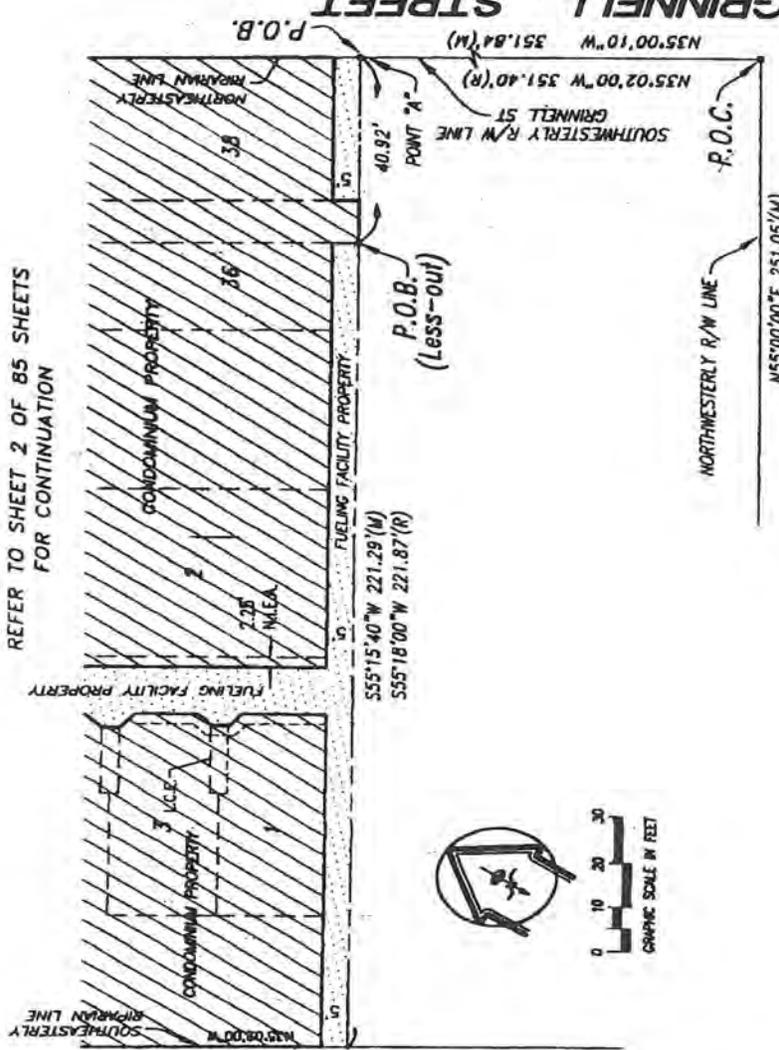
The undersigned being the current owner and holder of those certain Mortgages and related loan documents (collectively, "Loan Documents") given by Conch Harbor Marina Associates, Ltd., as Borrower, in favor of TIB Bank of the Keys, as Lender, which mortgages were recorded in (i) Official Records Book 1560 at Page 62, as modified by Receipt of Advance recorded in Official Records Book 1598, Page 419, as modified by Modification of Mortgage recorded in Official Records Book 1615, Page 202, as further affected by Limitation of Right of Future Advances recorded in Official Records Book 1754, Page 2435 and (ii) in Official Records Book 1788 at Page 18, as affected by Receipt of Future Advance recorded in Official Records Book 1738, Page 39 and Official Records Book 1765, Page 2430 all recorded in the Public Records of Monroe County, Florida, which Loan Documents may be amended, assigned, assumed, assigned and/or extended hereby: (i) consents to the easements granted in the foregoing document and (ii) subordinates all of its right, title and interest in and to all Loan Documents and the subject Property to said easements.

TIB BANK OF THE KEYS

By: 
Name: PAUL ROTH AUS
Title: SENIOR VICE PRESIDENTS

CONCH HARBOR MARINA, A CONDOMINIUM

REFER TO SHEET 2 OF 85 SHEETS
FOR CONTINUATION



LOCATION MAP
CITY OF KEY WEST & STOCK ISLAND
N.T.S.

- LEGEND:
- P.O.B. - DENOTES POINT OF BEGINNING
 - P.O.C. - DENOTES POINT OF COMMENCEMENT
 - L.C.E. - DENOTES LIMITED COMMON ELEMENT
 - (M) - DENOTES MEASURED
 - (R) - DENOTES RECORD
 - N/LEA - DENOTES NECESSARY IMPROVEMENTS EASEMENT AREA

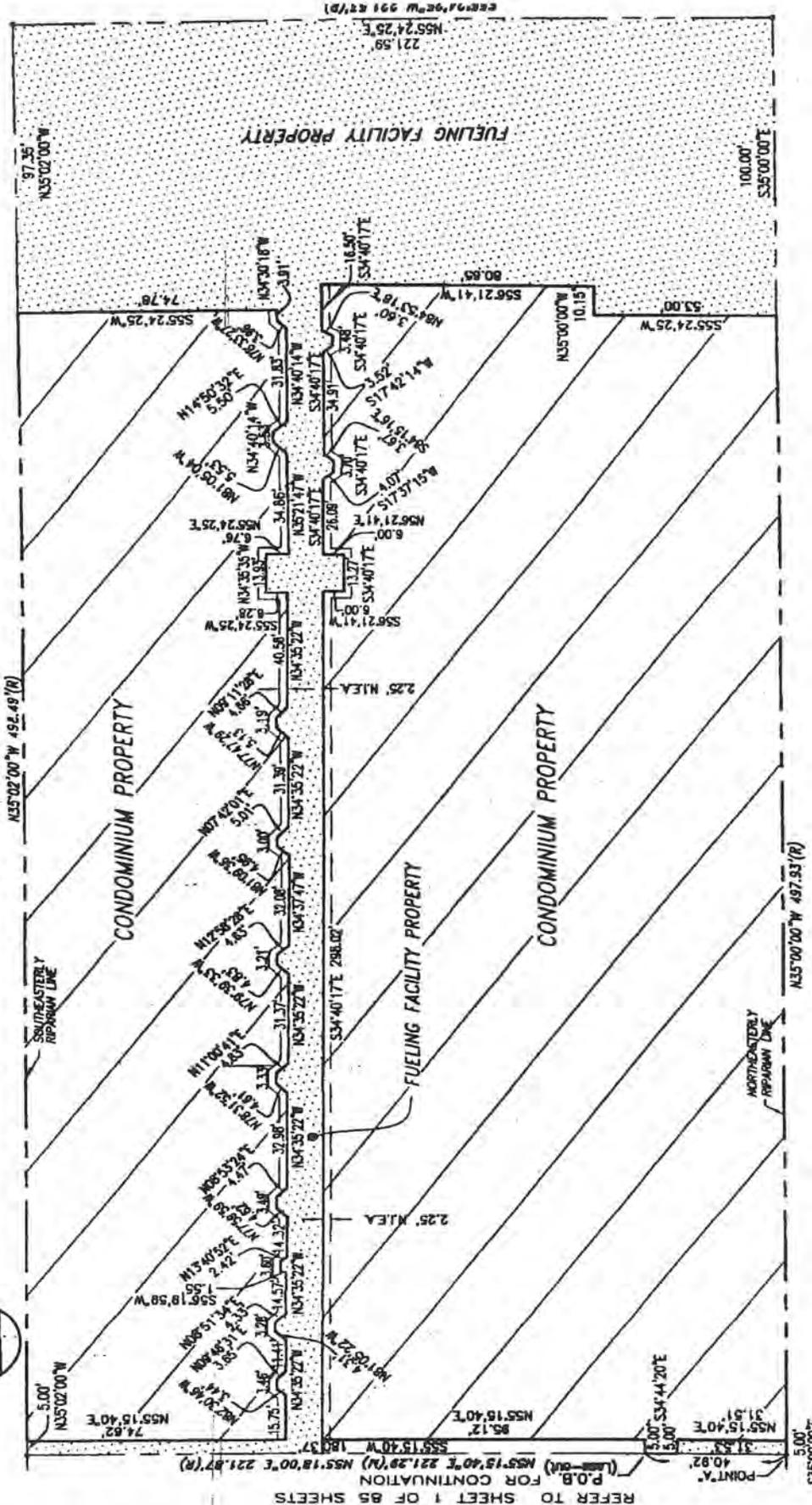
FILE # 1427870
 BK# 1078 PG# 108 N

PREPARED BY
 SCHWERKE-SHISKIN & ASSOCIATES, INC.
 LAND PLANNERS, ENGINEERS, ARCHITECTS
 3340 CORPORATE WAY, MIRAMAR, FLORIDA 33135
 PROFESSIONAL BUSINESS LICENSE NO. LP-47
 APRIL 03, 2003 ORDER NO. 187945

SKETCH TO ACCOMPANY
 LEGAL DESCRIPTION
 CONDOMINIUM PROPERTY

EXHIBIT A
 194

CONCH HARBOR MARINA, A CONDOMINIUM



PLR #1427870
 BK#1978 PG#1883

PREPARED BY
 SCHWEBKE-SHISKIN & ASSOCIATES, INC.
 LAND PLANNERS - ENGINEERS
 LAND SURVEYORS
 3740 CORPORATE WAY
 JUPITER, FLORIDA 33025
 PROFESSIONAL BUSINESS LICENSE NO. LP-87
 APRIL 03, 2003 ORDER NO. 187945

SKETCH TO ACCOMPANY
 LEGAL DESCRIPTION
 CONDOMINIUM PROPERTY

REFER TO SHEET 1 OF 85 SHEETS
 P.O.B. FOR CONTINUATION
 (LINE-DRAW) N55°15'40"E 221.28'(N) N55°18'00"E 221.87'(R)

CONCH HARBOR MARINA, A CONDOMINIUM

LEGAL DESCRIPTION:

A parcel of submerged land lying and being in Section 31, Township 68 South, Range 25 East, Island of Key West, Monroe County, Florida and being more particularly described as follows:

Commencing at the intersection of the Southwesterly right-of-way line of Grinnell Street and the Northwesterly right-of-way line of Caroline Street; thence N 35°00'00" W, along the said Southwesterly right-of-way line Grinnell Street for 351.85 feet to the outside face of a concrete seawall, and the Key West Bight to the Point of Beginning; thence continue N 35°00'00" W, along the Northwesterly riparian line, for 497.93 feet; thence S 55°24'25" W, along a line 50 feet Northwesterly of and parallel with a dock, for 221.53 feet; thence S 35°02'00" E, along the Southwesterly riparian line, for 498.49 feet to the said concrete seawall; thence N 55°15'42" E, along the said outside face of a concrete seawall, for 221.24 feet to the Point of Beginning.

LESS THE FOLLOWING DESCRIBED PARCEL:

A parcel of submerged land lying in Section 31, Township 68 South, Range 25 East, ISLAND OF KEY WEST, Monroe County, Florida and being more particularly described as follows: Commence at the intersection formed by the Northwesterly Right-of-Way line of Caroline Street and the Southwesterly Right-of-Way line of Grinnell Street; thence North 35 degrees 00 minutes 10 seconds West, along the said Southwesterly line of Grinnell Street, for 351.84 feet to a point hereinafter known as Point "A"; thence South 55 degrees 15 minutes 40 seconds West for 40.92 feet; thence continue South 55 degrees 15 minutes 40 seconds West for 180.37 feet; thence North 35 degrees 02 minutes 02 seconds West for 5.00 feet; thence North 55 degrees 15 minutes 40 seconds East for 74.62 feet; thence North 34 degrees 35 minutes 22 seconds West for 15.75 feet; thence North 82 degrees 30 minutes 46 seconds West for 3.44 feet; thence North 34 degrees 35 minutes 22 seconds West for 11.41 feet; thence North 81 degrees 05 minutes 22 seconds West for 4.31 feet; thence North 34 degrees 35 minutes 22 seconds East for 3.65 feet; thence North 34 degrees 35 minutes 22 seconds West for 14.32 feet; thence North 08 degrees 51 minutes 34 seconds East for 4.33 feet; thence North 34 degrees 35 minutes 22 seconds West for 14.57 feet; thence South 56 degrees 19 minutes 59 seconds West for 1.55 feet; thence North 34 degrees 35 minutes 22 seconds West for 3.60 feet; thence North 13 degrees 40 minutes 52 seconds East for 2.42 feet; thence North 34 degrees 35 minutes 22 seconds West for 3.49 feet; thence North 08 degrees 53 minutes 24 seconds East for 4.47 feet; thence North 34 degrees 35 minutes 22 seconds West for 32.98 feet; thence North 78 degrees 31 minutes 52 seconds West for 4.61 feet; thence North 34 degrees 35 minutes 22 seconds West for 3.33 feet; thence North 11 degrees 00 minutes 41 seconds East for 4.83 feet; thence North 34 degrees 35 minutes 22 seconds West for 31.37 feet; thence North 79 degrees 39 minutes 33 seconds West for 4.83 feet;

FILE # 1427070
BK # 1070 PG # 1004

PREPARED BY
SCHWEBKE-SHISKIN & ASSOCIATES, INC.
LAND PLANNERS ENGINEERS LAND SURVEYORS
3240 CORPORATE WAY MIRAMAR, FLORIDA, 33025
PROFESSIONAL BUSINESS LICENSE NO. LB-87
APRIL 03, 2003 ORDER NO. 187945
REV. JANUARY 14, 2004 ORDER NO. 189037

**LEGAL DESCRIPTION
CONDOMINIUM PROPERTY**

**344
EXHIBIT A**

CONCH HARBOR MARINA, A CONDOMINIUM

LEGAL DESCRIPTION:(CONTINUED)

thence North 34 degrees 35 minutes 22 seconds West for 3.21 feet; thence North 12 degrees 58 minutes 28 seconds East for 4.63 feet; thence North 34 degrees 37 minutes 47 seconds West for 32.08 feet; thence North 81 degrees 09 minutes 36 seconds West for 4.95 feet; thence North 34 degrees 35 minutes 22 seconds West for 3.00 feet; thence North 07 degrees 42 minutes 01 seconds East for 5.01 feet; thence North 34 degrees 35 minutes 22 seconds West for 31.39 feet; thence North 77 degrees 47 minutes 29 seconds West for 5.13 feet; thence North 34 degrees 35 minutes 22 seconds West for 3.19 feet; thence North 09 degrees 11 minutes 28 seconds East for 4.66 feet; thence North 34 degrees 35 minutes 22 seconds West for 40.58 feet; thence South 55 degrees 24 minutes 25 seconds West for 6.28 feet; thence North 34 degrees 35 minutes 22 seconds West for 13.93 feet; thence North 55 degrees 24 minutes 25 seconds East for 6.76 feet; thence North 35 degrees 47 minutes 14 seconds West for 34.86 feet; thence North 81 degrees 05 minutes 04 seconds West for 5.53 feet; thence North 34 degrees 40 minutes 14 seconds West for 74.78 feet; thence South 27 degrees 33 minutes 27 seconds East for 5.50 feet; thence North 34 degrees 40 minutes 14 seconds West for 31.83 feet; thence North 78 degrees 33 minutes 27 seconds West for 3.96 feet; thence North 34 degrees 30 minutes 18 seconds West for 3.91 feet; thence South 55 degrees 24 minutes 25 seconds East for 100.00 feet; thence South 02 minutes 00 seconds West for 97.35 feet; thence North 55 degrees 24 minutes 25 seconds East for 221.59 feet; thence South 35 degrees 00 minutes 00 seconds West for 100.00 feet; thence South 55 degrees 24 minutes 25 seconds West for 53.00 feet; thence North 35 degrees 00 minutes 00 seconds West for 10.15 feet; thence South 56 degrees 21 minutes 41 seconds West for 80.65 feet; thence South 34 degrees 40 minutes 17 seconds East for 16.50 feet; thence North 84 degrees 53 minutes 18 seconds East for 3.60 feet; thence South 34 degrees 40 minutes 17 seconds East for 3.48 feet; thence South 17 degrees 42 minutes 14 seconds West for 3.52 feet; thence South 34 degrees 40 minutes 17 seconds East for 34.91 feet; thence South 84 degrees 15 minutes 16 seconds East for 3.67 feet; thence South 34 degrees 40 minutes 17 seconds East for 3.70 feet; thence South 17 degrees 37 minutes 15 seconds West for 4.07 feet; thence South 34 degrees 40 minutes 17 seconds East for 26.09 feet; thence North 56 degrees 21 minutes 41 seconds East for 6.00 feet; thence South 34 degrees 40 minutes 17 seconds East for 13.27 feet; thence South 56 degrees 21 minutes 41 seconds West for 6.00 feet; thence South 34 degrees 40 minutes 17 seconds East for 298.02 feet; thence North 55 degrees 15 minutes 40 seconds East for 95.12 feet; thence South 34 degrees 44 minutes 20 seconds East for 5.00 feet to the Point of Beginning. TOGETHER WITH: Begin at the aforementioned Point "A"; thence South 55 degrees 15 minutes 40 seconds West for 31.53 feet; thence North 34 degrees 44 minutes 20 seconds West for 5.00 feet; thence North 55 degrees 15 minutes 40 seconds East for 31.51 feet; thence South 35 degrees 00 minutes 00 seconds East for 5.00 feet to the Point of Beginning.

NOTES:

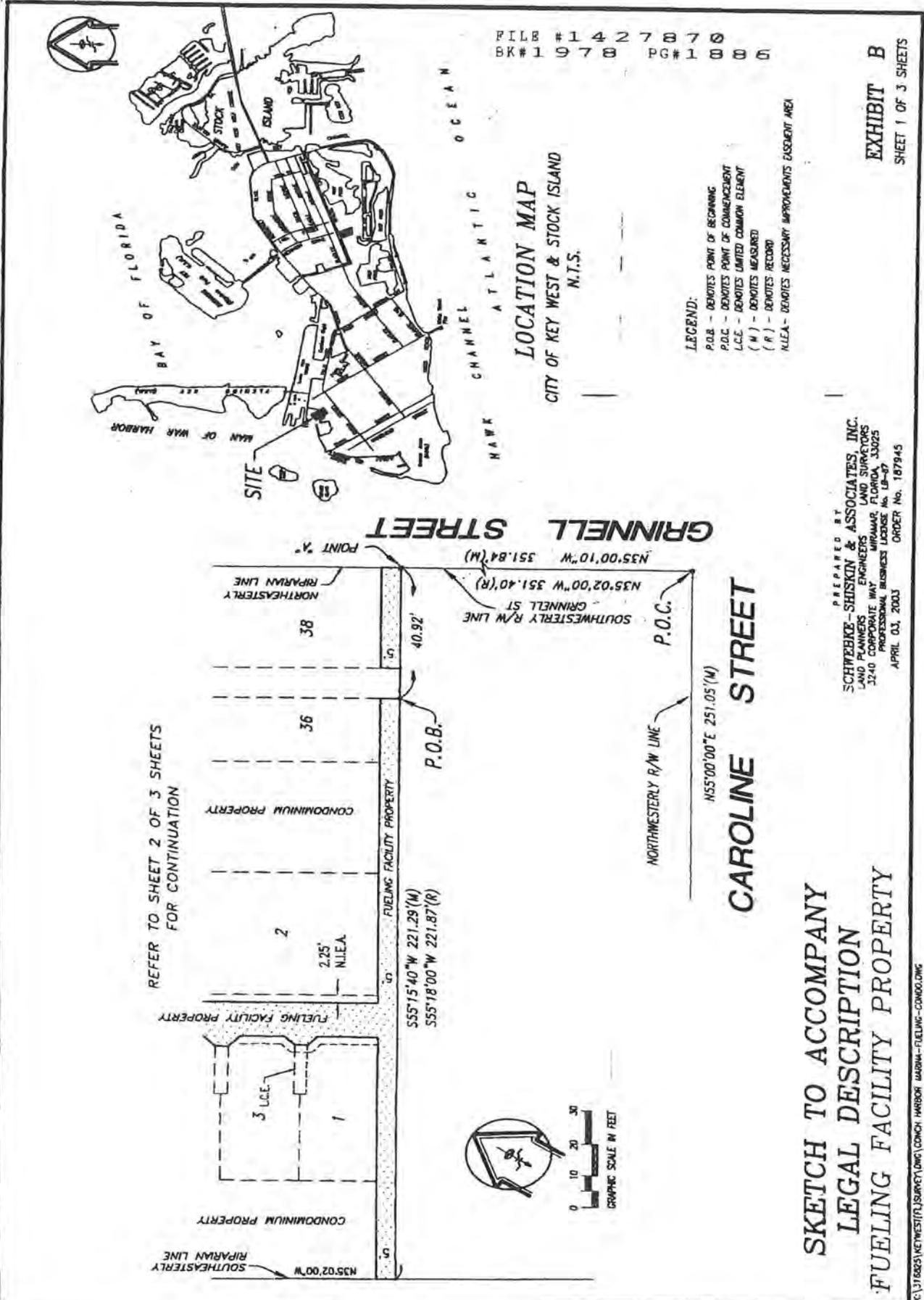
- 1) Bearings shown hereon refer to an assumed bearing of North 35 degrees 00 minutes 10 seconds West along the Southwesterly R/W line of Grinnell Street
- 2) Ordered by: RCI Development, Inc.

LEGAL DESCRIPTION CONDOMINIUM PROPERTY

PREPARED BY
 SCHWEBKE-SHISKIN & ASSOCIATES, INC.
 LAND PLANNERS ENGINEERS LAND SURVEYORS
 3240 CORPORATE WAY MIRAMAR, FLORIDA 33025
 PROFESSIONAL BUSINESS LICENSE NO. LB-07
 APRIL 03, 2003 ORDER NO. 187945

EXHIBIT A
 464

FILE # 1427070
 BK # 197805 PG # 1005



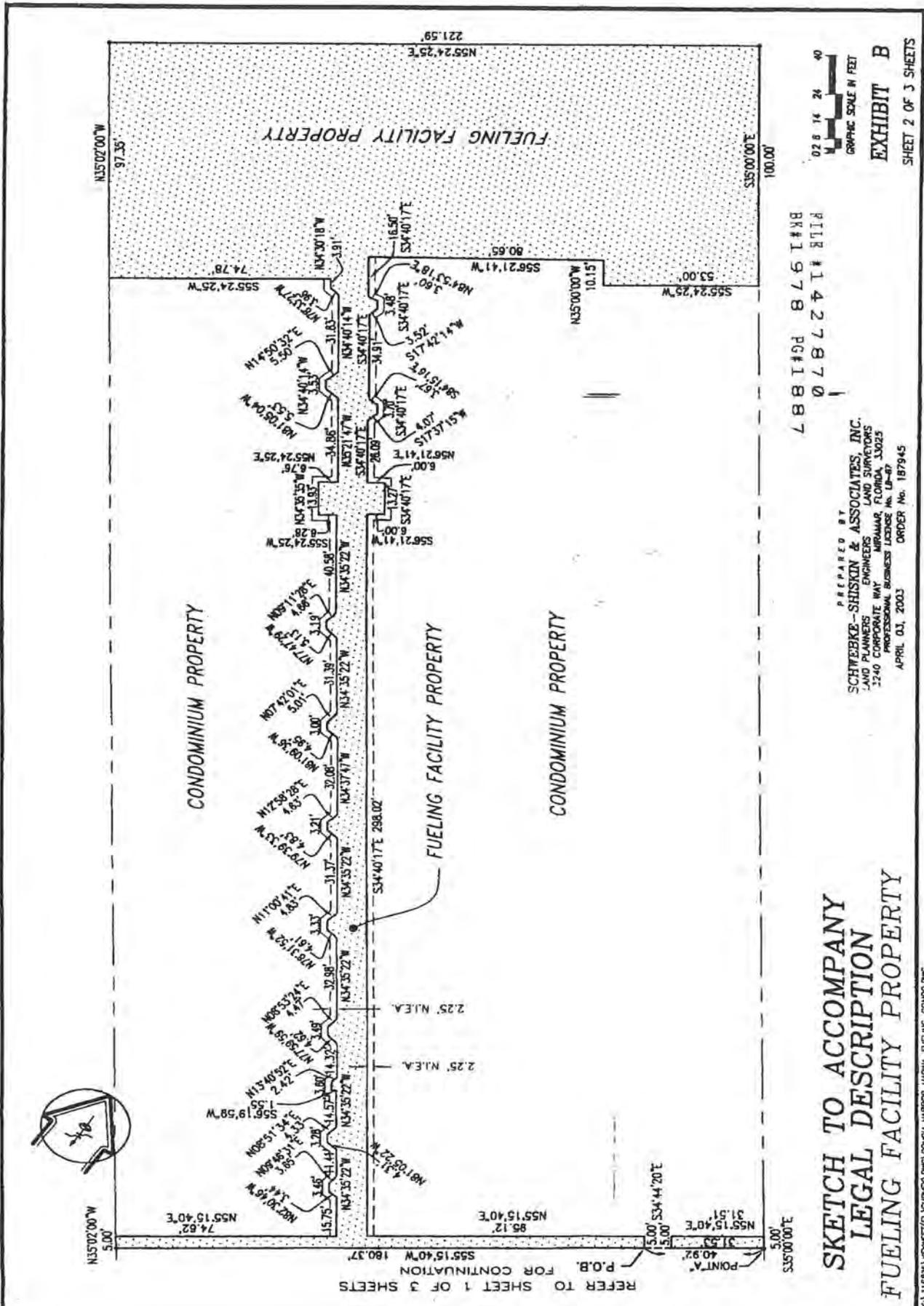
FILE # 1427870
 BK# 1978 PG# 1886

EXHIBIT B
 SHEET 1 OF 3 SHEETS

PREPARED BY
 SCHWENKE-SHISKIN & ASSOCIATES, INC.
 LAND PLANNERS ENGINEERS AND SURVEYORS
 3240 CORPORATE WAY MIAMI BEACH, FLORIDA 33140
 PROFESSIONAL BUSINESS LICENSE NO. 18-47
 APRIL 03, 2003 ORDER NO. 187945

SKETCH TO ACCOMPANY
 LEGAL DESCRIPTION
 FUELING FACILITY PROPERTY

K:\316003\NETWEST\1\SUMPT\DWG\CONCH HARBOR MARINA-FUELING-COMBO.DWG



GRAPHIC SCALE IN FEET
 0 10 20 30 40 50
EXHIBIT B
 SHEET 2 OF 3 SHEETS

FILE # 1427870
 BK # 1978 PG # 1887

PREPARED BY
SCHWEBKE-SHISKIN & ASSOCIATES, INC.
 LAND PLANNERS
 ENGINEERS LAND SURVEYORS
 1240 CORPORATE WAY
 MIRAMAR, FLORIDA, 33025
 PROFESSIONAL BUSINESS LICENSE NO. LB-47
 APRIL 01, 2003 ORDER NO. 187945

**SKETCH TO ACCOMPANY
 LEGAL DESCRIPTION
 FUELING FACILITY PROPERTY**

K:\116825\NETWEST\F_SURVEY\DWG\CONCH HARBOR MARINA-FUELING-CONDO.DWG

LEGAL DESCRIPTION:

A parcel of submerged land lying in Section 31, Township 68 South, Range 25 East, ISLAND OF KEY WEST, Monroe County, Florida and being more particularly described as follows:

Commence at the intersection formed by the Northwesterly Right-of-Way line of Caroline Street and the Southwesterly Right-of-Way line of Grinnell Street; thence North 35 degrees 00 minutes 10 seconds West, along the said Southwesterly Right-of-Way line of Grinnell Street, for 351.84 feet to a point hereinafter known as Point "A"; thence South 55 degrees 15 minutes 40 seconds West for 40.92 feet; thence continue South 55 degrees 15 minutes 40 seconds West for 180.37 feet; thence North 35 degrees 02 minutes 00 seconds West for 5.00 feet; thence North 55 degrees 15 minutes 40 seconds East for 74.62 feet; thence North 34 degrees 35 minutes 22 seconds West for 15.75 feet; thence North 82 degrees 30 minutes 46 seconds West for 3.44 feet; thence North 34 degrees 35 minutes 22 seconds West for 3.46 feet; thence North 09 degrees 46 minutes 31 seconds East for 3.65 feet; thence North 34 degrees 35 minutes 22 seconds West for 3.28 feet; thence North 08 degrees 51 minutes 34 seconds East for 4.31 feet; thence North 34 degrees 35 minutes 22 seconds East for 2.42 feet; thence North 34 degrees 35 minutes 22 seconds West for 1.55 feet; thence North 34 degrees 35 minutes 22 seconds West for 3.60 feet; thence North 13 degrees 40 minutes 52 seconds East for 2.42 feet; thence North 34 degrees 35 minutes 22 seconds West for 14.32 feet; thence North 77 degrees 59 minutes 59 seconds West for 4.62 feet; thence North 34 degrees 35 minutes 22 seconds West for 3.49 degrees 35 minutes 22 seconds West for 4.47 feet; thence North 34 degrees 35 minutes 22 seconds West for 32.98 feet; thence North 78 degrees 31 minutes 52 seconds West for 4.61 feet; thence North 34 degrees 35 minutes 22 seconds West for 3.35 feet; thence North 11 degrees 00 minutes 41 seconds East for 4.83 feet; thence North 34 degrees 35 minutes 22 seconds West for 31.37 feet; thence North 79 degrees 39 minutes 33 seconds West for 4.83 feet; thence North 34 degrees 35 minutes 22 seconds West for 3.21 feet; thence North 12 degrees 58 minutes 28 seconds East for 4.03 feet; thence North 34 degrees 37 minutes 47 seconds West for 32.08 feet; thence North 81 degrees 09 minutes 36 seconds West for 4.95 feet; thence North 34 degrees 35 minutes 22 seconds West for 3.00 feet; thence North 07 degrees 42 minutes 01 seconds East for 5.01 feet; thence North 34 degrees 35 minutes 22 seconds West for 31.39 feet; thence North 77 degrees 47 minutes 29 seconds West for 5.13 feet; thence North 34 degrees 35 minutes 22 seconds West for 40.58 feet; thence North 34 degrees 35 minutes 22 seconds West for 34.86 feet; thence North 81 degrees 05 minutes 04 seconds West for 5.53 feet; thence North 34 degrees 40 minutes 14 seconds West for 3.53 feet; thence North 14 degrees 50 minutes 32 seconds East for 5.50 feet; thence North 34 degrees 40 minutes 14 seconds West for 31.83 feet; thence North 78 degrees 33 minutes 27 seconds West for 3.96 feet; thence North 34 degrees 35 minutes 22 seconds West for 97.35 feet; thence North 55 degrees 24 minutes 25 seconds East for 221.59 feet; thence South 35 degrees 00 minutes 00 seconds East for 100.00 feet; thence South 55 degrees 24 minutes 25 seconds West for 53.00 feet; thence South 17 degrees 42 minutes 14 seconds West for 10.15 feet; thence South 56 degrees 21 minutes 41 seconds West for 80.65 feet; thence South 34 degrees 40 minutes 14 seconds West for 3.52 feet; thence North 84 degrees 53 minutes 18 seconds East for 3.60 feet; thence South 34 degrees 40 minutes 17 seconds East for 3.48 feet; thence South 34 degrees 40 minutes 17 seconds East for 3.67 feet; thence South 17 degrees 42 minutes 14 seconds West for 26.09 feet; thence South 34 degrees 40 minutes 17 seconds East for 4.07 feet; thence South 34 degrees 40 minutes 17 seconds East for 13.27 feet; thence South 56 degrees 21 minutes 41 seconds West for 6.00 feet; thence South 34 degrees 40 minutes 17 seconds East for 298.02 feet; thence North 55 degrees 15 minutes 40 seconds East for 95.12 feet; thence South 34 degrees 44 minutes 20 seconds East for 5.00 feet to the Point of Beginning.

TOGETHER WITH:

Begin at the aforementioned Point "A"; thence South 55 degrees 15 minutes 40 seconds West for 31.53 feet; thence North 34 degrees 44 minutes 20 seconds West for 5.00 feet; thence North 55 degrees 15 minutes 40 seconds East for 31.51 feet; thence South 35 degrees 00 minutes 00 seconds East for 5.00 feet to the Point of Beginning.

NOTES:

- 1) Bearings shown hereon refer to an assumed bearing of North 35 degrees 00 minutes 10 seconds West along the Southwesterly R/W line of Grinnell St.
- 2) Ordered by: RCI Development, Inc.
- 3) This is not a Boundary Survey

FILE # 1427870
 BK # 1978 PG # 1888

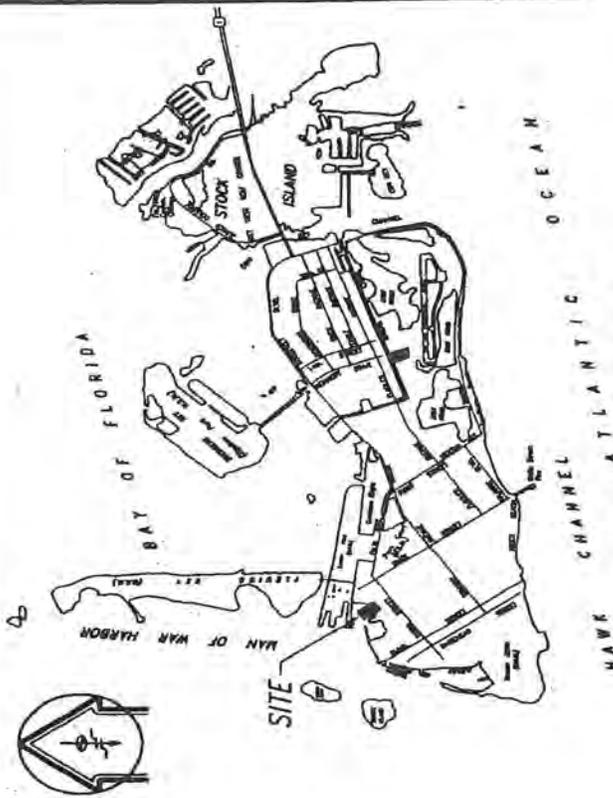
PREPARED BY
 SCHWIBKE-SHISKIN & ASSOCIATES, INC.
 LAND PLANNERS ENGINEERS LAND SURVEYORS
 3240 CORPORATE WAY MIRAMAR, FLORIDA, 33025
 PROFESSIONAL BUSINESS LICENSE NO. LB-87
 APRIL 03, 2003 ORDER NO. 187945

LEGAL DESCRIPTION
FUELING FACILITY PROPERTY

EXHIBIT B

SHEET 3 OF 3 SHEETS

K:\11825\WESTVIEW\SURVEY\DWG\CONCH HARBOUR HARBOUR-COMMO.DWG



LOCATION MAP

CITY OF KEY WEST & STOCK ISLAND
N.T.S.

LEGAL DESCRIPTION:

BEGINNING at the intersection formed by the Northwesternly line of Caroline Street with the Southwesterly line of Grinnell Street, Key West, Florida;

Thence South 55 degrees 00' West along the Northwesternly line of Caroline Street aforesaid, a distance of 251.12 feet; Thence North 34 degrees 42' West, a distance of 144.26 feet; Thence North 54 degrees 46' East, a distance of 29.25 feet; Thence North 35 degrees 02' West, a distance of 208.03 feet to a point; Thence North 55 degrees 18' East, a distance of 221.87 feet more or less to a Point; Thence South 35 degrees 02' East, a distance of 351.4 feet to the Point of Beginning

Lying and being in Section 31, Township 68 South, Range 25 East, Island of Key West, Monroe County, Florida.

NOTES:

- 1) THIS IS A "BOUNDARY SURVEY"
- 2) BEARINGS SHOWN HEREON REFER TO AN ASSUMED BEARING OF S 55°00'00" W ALONG THE CENTERLINE OF CAROLINE STREET
- 3) ORDERED BY: RCI DEVELOPMENT, INC.
- 4) LEGAL DESCRIPTION FURNISHED BY CLIENT AS SHOWN ON ATTORNEYS' TITLE INSURANCE FUND POLICY NO. OPW-1580528, DATED FEBRUARY 10, 1999

HEREBY CERTIFY: That the attached "BOUNDARY SURVEY" of the property described hereon is true and correct to the best of my knowledge and belief as recently surveyed and drawn under my supervision and direction. This survey complies with the Minimum Technical Standards adopted by the Florida State Board of Professional Surveyors and Mappers pursuant to Chapter 31G17-6, Florida Administrative Code.

SCHWEBKE-SHISKIN AND ASSOCIATES, INC.

By: *Robert F. Jackson*
Robert F. Jackson, President

Professional Surveyor and Mapper #2408, State of Florida.

BOUNDARY SURVEY
"UPLAND PROPERTY"

PREPARED BY
SCHWEBKE-SHISKIN & ASSOCIATES, INC.
LAND PLANNERS
ENGINEERS
3240 CORPORATE WAY
MIAMI, FLORIDA, 33122
PROFESSIONAL BUSINESS LICENSE NO. LB-87
ORDER NO. 18281
JULY 25, 2003

068180d 876188
07872411871d SHEET 2 OF 2 SHEETS
EXHIBIT C

FILE # 14 N 7 0 7 0
BK # 1 9 7 0 PG # 1 0 0 N

LEGAL DESCRIPTION:

A parcel of land lying and being in Section 31, Township 68 South, Range 25 East, island of Key West, Monroe County, Florida and being more particularly described as follows:

Commence at the intersection of the Southwesterly Right-of-Way line of Grinnell Street and the Northwesterly Right-of-Way line of Caroline Street; thence North 35 degrees 00 minutes 10 seconds West, along the said Southwesterly Right-of-Way Line of Grinnell Street, for 285.88 feet to the Point of Beginning of the following described parcel of land; thence South 49 degrees 36 minutes 59 seconds West for 10.10 feet to a Point of Curvature; thence Southwesterly, along a circular curve to the left, having a radius of 30.00 feet and a central angle of 40 degrees 52 minutes 03 seconds for an arc distance of 21.40 feet to a point on said curve; thence North 35 degrees 00 minutes 10 seconds West for 19.72 feet to a Point hereinafter known as Point "A"; thence North 72 degrees 00 minutes 00 seconds West for 53.33 feet; thence South 55 degrees 15 minutes 40 seconds West for 66.28 feet; thence South 03 degrees 23 minutes 16 seconds West for 47.60 feet; thence South 35 degrees 03 minutes 15 seconds East for 160.59 feet; thence South 54 degrees 56 minutes 45 seconds West for 37.78 feet; thence North 35 degrees 03 minutes 15 seconds West for 16.00 feet; thence North 54 degrees 56 minutes 45 seconds East for 25.78 feet; thence North 35 degrees 03 minutes 15 seconds West for 155.61 feet; thence North 03 degrees 23 minutes 16 seconds West for 34.77 feet; thence South 55 degrees 15 minutes 40 seconds West for 68.27 feet; thence South 35 degrees 03 minutes 15 seconds East for 181.58 feet; thence South 54 degrees 56 minutes 45 seconds West, along the Northwesterly Right-of-Way line of Caroline Street, for 5.00 feet; thence North 35 degrees 03 minutes 15 seconds West for 352.85 feet; thence North 55 degrees 15 minutes 10 seconds East for 221.29 feet Measured (North 55 degrees 18 minutes 00 seconds East for 221.87 feet Record); thence South 35 degrees 00 minutes 10 seconds East for 65.96 feet to the Point of Beginning, (Said last mentioned three courses being coincident with the boundary line of the Upland Property)

LESS:

Commence at the aforementioned Point "A"; thence North 35 degrees 00 minutes 10 seconds West for 20.00 feet to the Point of Beginning of the following described parcel of land; thence North 54 degrees 59 minutes 50 seconds East for 21.91 feet; thence North 35 degrees 00 minutes 10 seconds West for 22.34 feet; thence South 55 degrees 15 minutes 40 seconds West for 32.00 feet; thence South 59 degrees 10 minutes 04 seconds East for 24.65 feet to the Point of Beginning.

NOTES:

- 1) THIS IS NOT A "BOUNDARY SURVEY"
- 2) BEARINGS SHOWN HEREON REFER TO AN ASSUMED BEARING OF S 55°00'00" W ALONG THE CENTERLINE OF CAROLINE STREET
- 6) ORDERED BY: RCI DEVELOPMENT, INC.

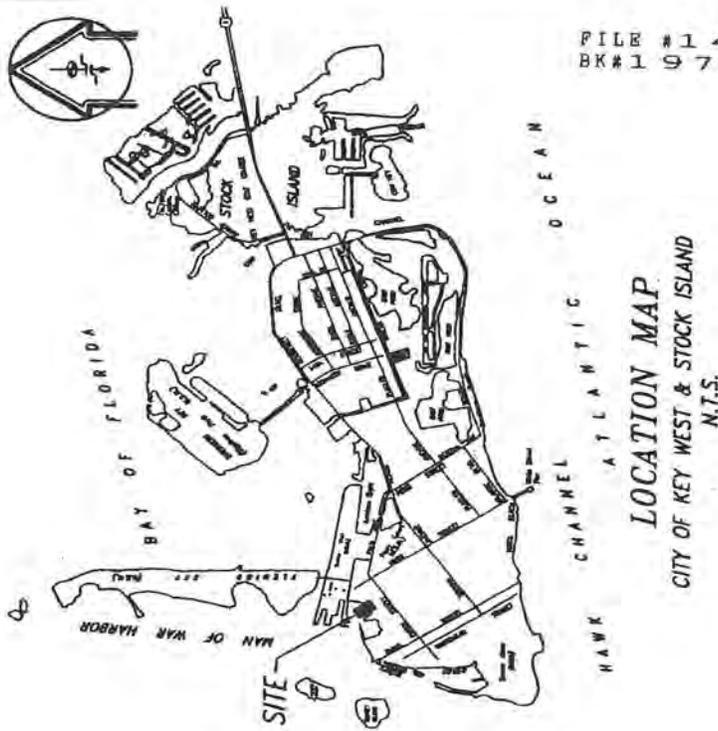
**LEGAL DESCRIPTION
GENERAL UTILITY EASEMENT AREA**

PREPARED BY
SCHWEBB-SHISKIN & ASSOCIATES, INC.
LAND PLANNERS & ENGINEERS
3240 CANTONMENT ROAD, SUITE 300
MIAMI, FLORIDA 33133
PROFESSIONAL BUSINESS LICENSE NO. 10-87
APRIL 03, 2003 ORDER NO. 187945

EXHIBIT D

SHEET 2 OF 2 SHEETS

FILE # 1427870
BK# 1978 PG# 1893

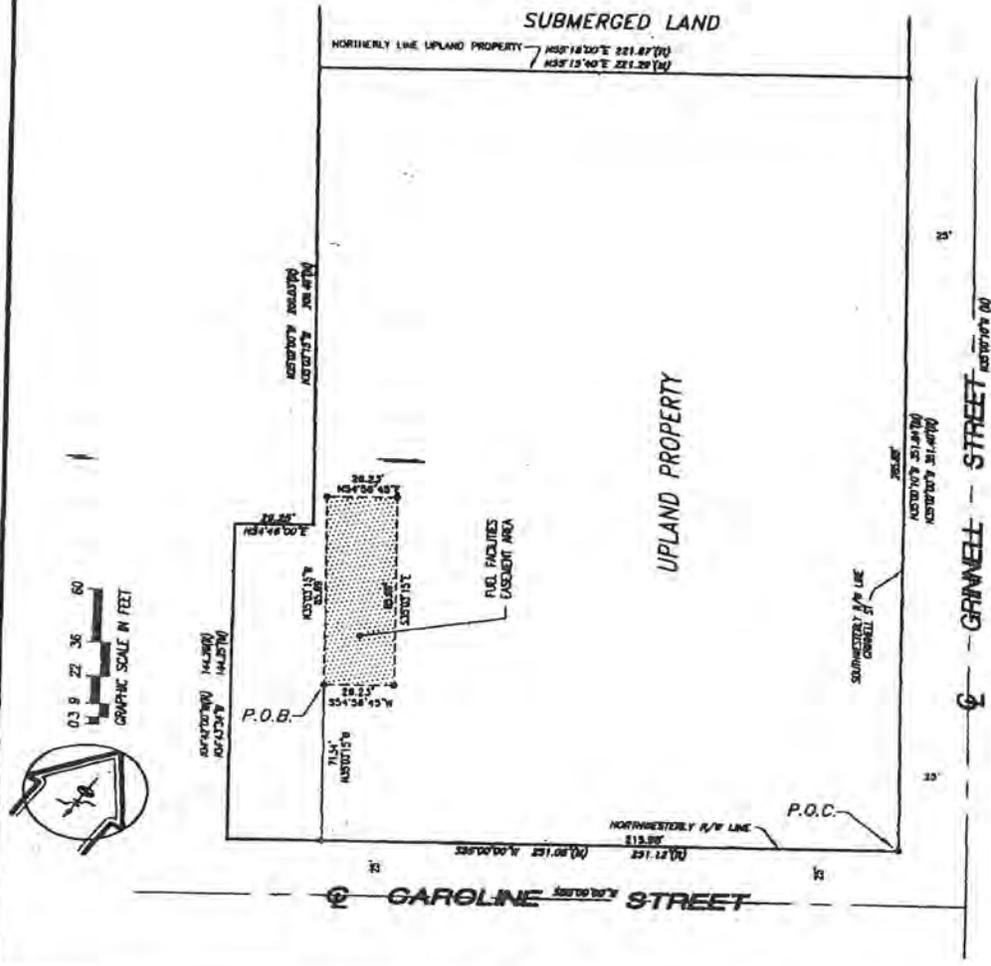


LEGEND:

- P.O.B. - DENOTES POINT OF BEGINNING
- P.O.C. - DENOTES POINT OF COMMENCEMENT
- L.C.E. - DENOTES LIMITED COMMON ELEMENT
- (M) - DENOTES MEASURED
- (R) - DENOTES RECORD

EXHIBIT E
SHEET 1 OF 2 SHEETS

PREPARED BY
SCHWEBKE-SHISKIN & ASSOCIATES, INC.
 LAND PLANNERS - ENGINEERS LAND SURVEYORS
 3240 CORPORATE WAY MIRAMAR, FLORIDA 33025
 PROFESSIONAL BUSINESS LICENSE No. 18-07
 APRIL 03, 2003 ORDER No. 187945



FILE # 1427070
BK # 1070 PG # 1000

LEGAL DESCRIPTION:
UTILITY EASEMENT

A parcel of land lying and being in Section 31, Township 68 South, Range 25 East, Island of Key West, Monroe County, Florida and being more particularly described as follows:

Commence at the intersection of the Southwesterly Right-of-Way line of Grinnell Street and the Northwesterly Right-of-Way line of Caroline Street; thence North 35 degrees 00 minutes 10 seconds West along the said Southwesterly Right-of-Way Line of Grinnell Street for 285.88 feet to the Point of Beginning of the following described parcel of land; thence South 49 degrees 36 minutes 59 seconds West for 10.10 feet to a Point of Curvature; thence Southwesterly along a circular curve to the left having a radius of 30.00 feet and a central angle of 40 degrees 52 minutes 03 seconds for an arc distance of 21.40 feet to a point on said curve; thence North 35 degrees 00 minutes 10 seconds West for 19.72 feet to a Point hereinafter known as Point "A"; thence North 72 degrees 00 minutes 00 seconds West for 53.33 feet; thence South 55 degrees 15 minutes 40 seconds West for 153.28 feet; thence South 35 degrees 03 minutes 15 seconds East for 181.58 feet; thence North 54 degrees 56 minutes 45 seconds East for 24.23 feet; thence South 35 degrees 03 minutes 15 seconds East for 85.69 feet; thence South 54 degrees 56 minutes 45 seconds West for 26.23 feet; thence South 35 degrees 03 minutes 15 seconds East for 71.54 feet; thence South 54 degrees 56 minutes 45 seconds West, along the Northwesterly Right-of-Way line of Caroline Street, for 5.00 feet; thence North 35 degrees 03 minutes 15 seconds West for 352.85 feet; thence North 55 degrees 15 minutes 40 seconds East for 221.29 feet. Measured (North 55 degrees 18 minutes 00 seconds East for 221.87 feet Record); thence South 35 degrees 00 minutes 10 seconds East for 65.96 feet to the Point of Beginning. (Said last mentioned three courses being coincident with the boundary line of the Upland Property)

LESS:

Commence at the aforementioned Point "A"; thence North 35 degrees 00 minutes 10 seconds West for 20.00 feet to the Point of Beginning of the following described parcel of land; thence North 54 degrees 59 minutes 50 seconds East for 21.91 feet; thence North 35 degrees 00 minutes 10 seconds West for 22.34 feet; thence South 55 degrees 15 minutes 40 seconds West for 32.00 feet; thence South 59 degrees 10 minutes 04 seconds East for 24.65 feet to the Point of Beginning.

NOTES:

- 1) THIS IS NOT A "BOUNDARY SURVEY"
- 2) BEARINGS SHOWN HEREON REFER TO AN ASSUMED BEARING OF S 55°00'00" W ALONG THE CENTERLINE OF CAROLINE STREET
- 6) ORDERED BY: RCI DEVELOPMENT, INC.

LEGAL DESCRIPTION
CONDO GENERAL UTILITY EASEMENT AREA

PREPARED BY
SCHWEBKE-SHISKIN & ASSOCIATES, INC.
LAND PLANNERS & ENGINEERS
LAND SURVEYORS
3240 CORPORATE WAY
MIRAMAR, FLORIDA 33025
PROFESSIONAL BUSINESS LICENSE NO. LP-87
APRIL 03, 2003 ORDER NO. 187845

EXHIBIT F
SHEET 2 OF 2 SHEETS

Property Record Card



Summary

Parcel ID 00002970-000000
 Account# 1003069
 Property ID 1003069
 Millage Group 12KW
 Location 951 CAROLINE ST, KEY WEST
 Address
 Legal 31 68 25 2.48 AC (UPLAND AND BAY BOTTOM PROPERTY AND FUELING FACILITY PROPERTY)) H1-53
 Description G56-22/23 OR 15-444/45 OR 438-230/35 ID 4-057 OR 1252-1023/26AFF OR 1287-275/77Q/C OR 1287-266/69 OR 1347-2436/43F/J OR 1560-56/58 OR 1978-1870/99E OR 2029-136/140(LEASE) OR 2292-1354/58 OR 2450-2196/2200
 (Note: Not to be used on legal documents.)
 Neighborhood 32120
 Property Class AIRPORT, MARINAS, BUS TERM (2000)
 Subdivision
 Sec/Twp/Rng 31/67/25
 Affordable No
 Housing



Owner

CONCH HARBOR RETAIL CENTER LLC
 C/O HUNT CRAIG
 951 CAROLINE ST
 Key West FL 33040

Valuation

	2019	2018	2017	2016
+ Market Improvement Value	\$0	\$0	\$0	\$0
+ Market Misc Value	\$0	\$0	\$0	\$0
+ Market Land Value	\$17,528,687	\$17,528,687	\$17,528,687	\$17,528,687
= Just Market Value	\$17,528,687	\$17,528,687	\$17,528,687	\$17,528,687
= Total Assessed Value	\$11,756,723	\$10,687,930	\$9,716,300	\$8,833,000
- School Exempt Value	\$0	\$0	\$0	\$0
= School Taxable Value	\$17,528,687	\$17,528,687	\$17,528,687	\$17,528,687

Land

Land Use	Number of Units	Unit Type	Frontage	Depth
COMMERCIAL WATERFRON (100W)	82,764.00	Square Foot	251	351.8
ENVIRONMENTALLY SENS (000X)	0.58	Acreage	0	0

Commercial Buildings

Style PARKING GARAGE / 28A
 Gross Sq Ft 61,244
 Finished Sq Ft 36,828
 Perimeter 0
 Stories 3
 Interior Walls
 Exterior Walls METAL SIDING with 81% METAL SIDING
 Quality 500 ()
 Roof Type
 Roof Material
 Exterior Wall1 METAL SIDING
 Exterior Wall2 METAL SIDING
 Foundation
 Interior Finish
 Ground Floor Area
 Floor Cover
 Full Bathrooms 2
 Half Bathrooms 0
 Heating Type
 Year Built 2002
 Year Remodeled
 Effective Year Built 2001
 Condition

Code	Description	Sketch Area	Finished Area	Perimeter
OPX	EXC OPEN PORCH	4,939	0	0
DUF	FIN DET UTILIT	279	0	0
FLA	FLOOR LIV AREA	36,828	36,828	0
CPL	LATTICE ENCL	1,577	0	0
OPF	OP PRCH FIN LLL	10,735	0	0
OUF	OP PRCH FIN UL	333	0	0
PTO	PATIO	4,824	0	0
SBF	UTIL FIN BLK	1,729	0	0
TOTAL		61,244	36,828	0

Style WAREHOUSE/MARINA D / 48D
 Gross Sq Ft 1,744

Finished Sq Ft 1,500
 Perimeter 0
 Stories 1
 Interior Walls
 Exterior Walls MIN WOOD SIDING
 Quality 400 ()
 Roof Type
 Roof Material
 Exterior Wall1 MIN WOOD SIDING
 Exterior Wall2
 Foundation
 Interior Finish
 Ground Floor Area
 Floor Cover
 Full Bathrooms 0
 Half Bathrooms 0
 Heating Type
 Year Built 1996
 Year Remodeled
 Effective Year Built 2001
 Condition

Code	Description	Sketch Area	Finished Area	Perimeter
FLA	FLOOR LIV AREA	1,500	1,500	0
OPU	OP PR UNFIN LL	228	0	0
OUU	OP PR UNFIN UL	16	0	0
TOTAL		1,744	1,500	0

Style OFF BLDG 1 STY-A / 17A
 Gross Sq Ft 655
 Finished Sq Ft 560
 Perimeter 0
 Stories 2
 Interior Walls
 Exterior Walls AB AVE WOOD SIDING
 Quality 400 ()
 Roof Type
 Roof Material
 Exterior Wall1 AB AVE WOOD SIDING
 Exterior Wall2
 Foundation
 Interior Finish
 Ground Floor Area
 Floor Cover
 Full Bathrooms 0
 Half Bathrooms 0
 Heating Type
 Year Built 1998
 Year Remodeled
 Effective Year Built 2001
 Condition

Code	Description	Sketch Area	Finished Area	Perimeter
FLA	FLOOR LIV AREA	560	560	0
OUU	OP PR UNFIN UL	95	0	0
TOTAL		655	560	0

Style 1 STY STORE-B / 11B
 Gross Sq Ft 13,638
 Finished Sq Ft 12,782
 Perimeter 0
 Stories 1
 Interior Walls
 Exterior Walls REIN CONCRETE
 Quality 450 ()
 Roof Type
 Roof Material
 Exterior Wall1 REIN CONCRETE
 Exterior Wall2
 Foundation
 Interior Finish
 Ground Floor Area
 Floor Cover
 Full Bathrooms 0
 Half Bathrooms 0
 Heating Type
 Year Built 2013
 Year Remodeled
 Effective Year Built 2013
 Condition

Code	Description	Sketch Area	Finished Area	Perimeter
FLA	FLOOR LIV AREA	12,782	12,782	0
OUU	OP PR UNFIN UL	600	0	0
OPF	OP PRCH FIN LL	256	0	0
TOTAL		13,638	12,782	0

Yard Items

Description	Year Built	Roll Year	Quantity	Units	Grade
CH LINK FENCE	1964	1965	1	1830.5F	1

WOOD DOCKS	1994	1995	1	2576 SF	5
WOOD DOCKS	1994	1995	1	81 SF	5
WALL AIR COND	1995	1996	1	1 UT	1
FENCES	1995	1996	1	348 SF	2
WOOD DOCKS	1995	1996	1	3504 SF	4
WOOD DOCKS	1995	1996	1	4470 SF	5
UTILITY BLDG	1995	1996	1	48 SF	1
UTILITY BLDG	1995	1996	1	60 SF	1
FENCES	1995	1996	1	681 SF	2
CH LINK FENCE	1995	1996	1	750 SF	2
TIKI	1997	1998	1	20 SF	1
LC UTIL BLDG	1997	1998	1	60 SF	1
LC UTIL BLDG	1997	1998	1	800 SF	1
WATER FEATURE	2001	2002	1	2 UT	5
BRICK PATIO	2001	2002	1	220 SF	2
FENCES	2001	2002	1	2452 SF	5
BRICK PATIO	2001	2002	1	266 SF	2
TIKI	2001	2002	1	324 SF	5
CUSTOM POOL	2001	2002	1	3300 SF	2
BRICK PATIO	2001	2002	1	464 SF	2
CONC PATIO	2001	2002	1	6408 SF	2
BRICK PATIO	2003	2004	1	1000 SF	2

Sales

Sale Date	Sale Price	Instrument	Instrument Number	Deed Book	Deed Page	Sale Qualification	Vacant or Improved
1/28/2010	\$7,700,000	Warranty Deed		2450	2196	30 - Unqualified	Improved
5/2/2007	\$14,900,000	Warranty Deed		2292	1354	Q - Qualified	Improved
1/29/1999	\$7,000,000	Warranty Deed		1560	0056	Q - Qualified	Improved
12/1/1993	\$1,700,000	Warranty Deed		1287	0266	Q - Qualified	Improved

Permits

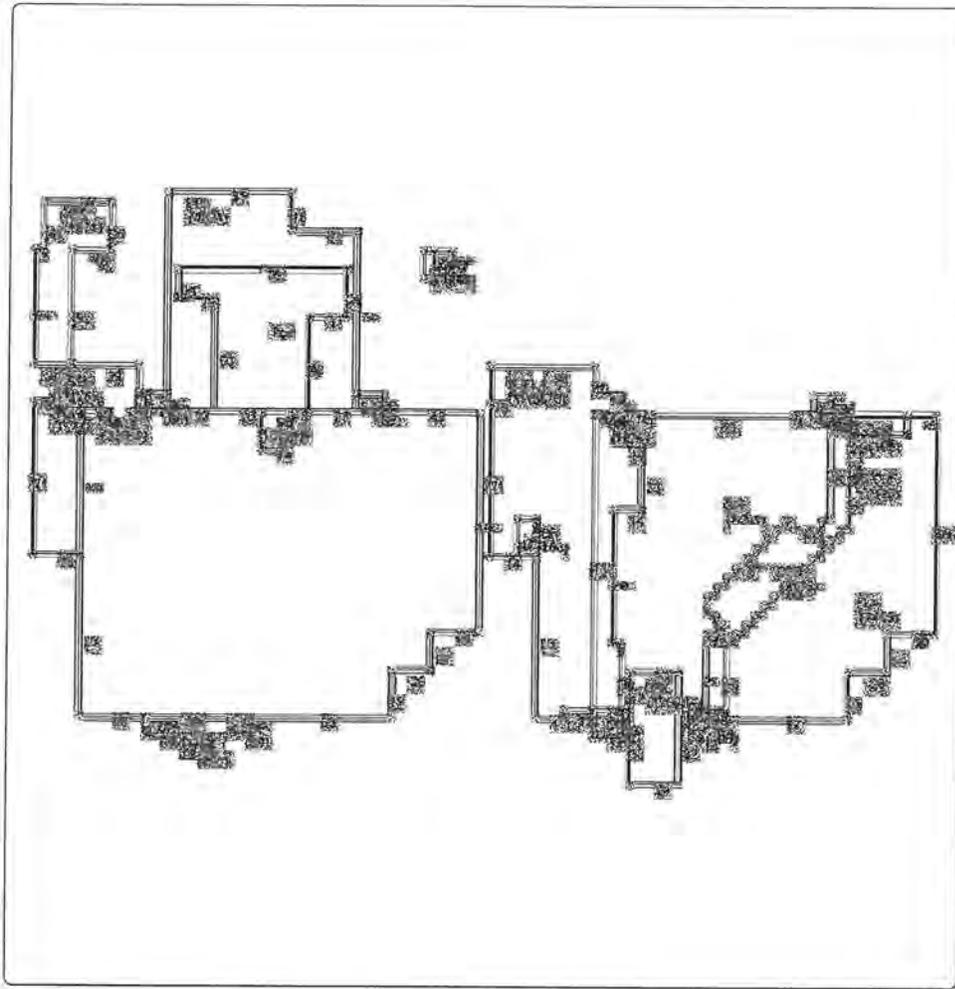
Number	Date Issued	Date Completed	Amount	Permit Type	Notes
17-2268	7/6/2017	3/26/2018	\$171,000	Commercial	REMOVE 5120 SQ FT 5/4 DECKING AND REPLACE WITH 5/4 X 6 IPE DECKING. REPAIR OR REPLACE JOISTS AS NECESSARY. REPAIR X BRACING UNDER PIERS AS NEEDED.
15-3426	8/21/2015	5/7/2017	\$3,500	Commercial	Provide and install plumbing complete as per plans for ADA bathrooms - 2 w.c., 2 wall hung lavatories
15-0363	2/6/2015	2/5/2017	\$4,800	Commercial	REPAIR PILLINGS AND DECK ON FUEL DOCK
14-5286	11/16/2014	12/22/2014	\$500	Commercial	REPAIR CONDUIT ON ROOF
14-3247	7/11/2014	10/17/2014	\$128,000	Commercial	APPLY 175sf OF HYDRO STUD PREMIUM COAT ROOF MAINTENANCE COATING SYSTEM TO FLAT DECK.
13-2077	6/4/2013	12/31/2013	\$52,000	Commercial	INSTALL NATIONAL ACCOUNT LIGHT FIX W/ASSOCIATED BRANCH CIRCUITRY, BOXES LIGHTING CONTROL, AND OVER-CURRENT PROTECTION. INSTALL 600A SERVICE ENTRANCE W/ASSOCIATED CONDUIT SYSTEM, FEEDERS, GROUNDING, PANEL BOARDS, AND OVER-CURRENT PROTECTION. INSTALLATION OF POWER FOR CONGALAS, HVAC, GROUND OUTLETS. INSTALL CONDUIT SYSTEM WITH PULL STRING AND BOXES FOR TELE/DATA/POS SYSTEM.
13-2061	5/17/2013	12/31/2013	\$41,500	Commercial	INSTALL A NEW AUTOMATIC FIRE SPRINKLER SYSTEM THROUGHOUT NEW CONSTRUCTION OF BUILDING.
13-1997	5/16/2013	12/31/2013	\$90,000	Commercial	INSTALL 8 6-TON UNITS W/46 DROPS & 2 EXHAUST FANS.
13-2079	5/9/2013	12/31/2013	\$168,000	Commercial	135 SQ ROOFING
13-0389	4/19/2013	12/31/2013	\$54,000	Commercial	REVISION: CHANGE LOCATION OF 1 STORM DRAIN. CHANGE FOOTING DETAIL TO RETENTION AREAS.
12-4512	4/17/2013	12/31/2013	\$1,504,000	Commercial	BUILD NEW COMMERCIAL RETAIL 13,500 S.F. AS PER PLANS (DOES NOT INCLUDE ROOFING, PLUMBING, ELECTRICAL OR MECHANICAL)
13-0988	3/14/2013	12/31/2013	\$287,000	Commercial	INSTALL PILLINGS & FOOTINGS
13-0666	2/21/2013	12/31/2013	\$26,800	Commercial	INSTALL PLUMBING FOR 2-ADA TOILETS, 2-ADA LAV SINKS, 1-KITCHEN SINK, 1-MOP SINK, AND 1-W/H. INSTALL 6 ROOF DRAINS AND TERMINATE 10' OUTSIDE OF BUILDING
13-0389	2/6/2013	12/31/2013	\$45,000	Commercial	DEMO ONLY WINDOWS, STAIRS, BRICK PAVERS, CLEAR SITE OF PLANTS PER TREE COMM
08-0055	1/25/2008	1/25/2008	\$40,000	Commercial	REPLACE APPROX. 16,649 CF OF POSSIBLE REMNANT PETROLEUM IMPACTED SOIL.
4221	4/11/2007	4/11/2007	\$0	Commercial	ISSUED C/O
06-6070	11/7/2006	12/21/2006	\$4,500	Commercial	SHELL CO FOR COMMERCIAL UNIT 400SF AND ELECTRIC
06-6072	11/7/2006	12/21/2006	\$2,300	Commercial	INSTALL 6 NEW OUTLETS, SMOKE DETECTOR, HANGING LITES
06-5364	10/17/2006	12/21/2006	\$2,000	Commercial	INSTALL SIX OUTLETS AND EXIST LITE
06-5362	10/16/2006	12/21/2006	\$5,700	Commercial	BUILD-OUT 400SF OFFICE SPACE, METAL STUD WALLS 21'x6'
06-4525	9/22/2006	11/7/2006	\$3,000	Commercial	INSTALL WATERLINE & DRAIN
06-4524	8/8/2006	11/7/2006	\$13,250	Commercial	INTERIOR BUILD - OUT OF RETAIL SPACE WORK ONLY INSULATION, DRYWALL
06-4526	8/8/2006	11/7/2006	\$5,000	Commercial	INSTALL 14 LIGHT FIXTURES
03-3374	9/23/2003	12/15/2003	\$3,000	Commercial	BIKE PARKING PAVERS
02-3128	5/13/2003	10/28/2003	\$20,000	Commercial	ADD 2 DRAINS
03-1293	4/28/2003	10/28/2003	\$23,000	Commercial	INSTALL 4 GREASE HOODS
03-1295	4/28/2003	10/28/2003	\$1,700	Commercial	INSTALL FIRE SPRINKLERS
02-3128	4/9/2003	10/28/2003	\$80,000	Commercial	NEW ELECTRICAL-MONTYS
02-3128	3/6/2003	7/23/2003	\$235,000	Commercial	INTERIOR FINISH
02-3128	1/27/2003	10/28/2003	\$648,000	Commercial	ROOF, INTERIOR & ELECTRICAL - MONTY'S
03-2519	1/27/2003	1/27/2004	\$30,200	Commercial	A/C
02-3360	12/19/2002	12/12/2002	\$1,970	Commercial	INSTALL SIGN
02-2643	12/11/2002	12/12/2002	\$1	Commercial	LANDSCAPING LAYOUT
02-3181	12/9/2002	12/12/2002	\$7,000	Commercial	PAINT
02-2541	11/13/2002	12/12/2002	\$55,500	Commercial	ELECTRIC UPDATE
01-2286	7/30/2002	12/12/2002	\$3,228,400	Commercial	NEW INDUSTRIAL

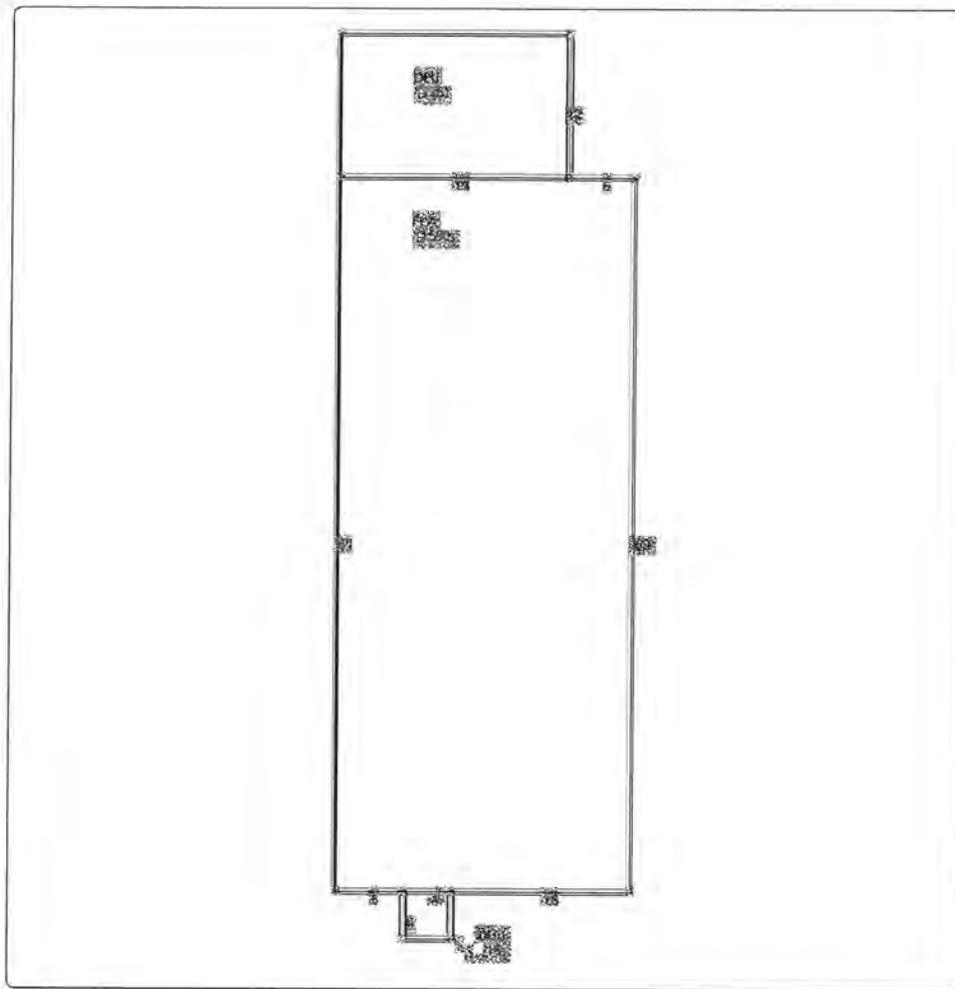
01-3208	2/26/2002	12/12/2002	\$2,500,000	Commercial	POOL & SPA COM. 77X113
01-2265	6/12/2001	12/12/2002	\$66,000	Commercial	ELECTRIC
01-2080	5/25/2001	12/12/2002	\$100,000	Commercial	FOUNDATION
01-0584	3/1/2001	12/12/2002	\$116,000	Commercial	STORE BUILD OUT
99-3570	10/19/1999	12/15/1999	\$48,000		ELECTRICAL
99-2306	9/27/1999	10/25/1999	\$73,404		RENOVATIONS WEIGHT STATIO
9801740	6/2/1998	11/2/1998	\$5,000		ELECTRICAL
9801334	4/23/1998	11/2/1998	\$4,000		ELECTRICAL
9604613	12/24/1997	11/2/1998	\$18,500		BATH HOUSE & RESTROOMS
97-0220	1/29/1997	11/2/1998	\$1,961		ROOF
97-0222	1/29/1997	11/2/1998	\$4,000		PLUMBING
9700182	1/24/1997	11/2/1998	\$2,000		ELECTRICAL
9604787	12/17/1996	11/2/1998	\$95,000		NEW STRUCTURE
9604422	11/1/1996	11/1/1996	\$1,500	Commercial	ELECTRIC
96-3705	9/1/1996	11/1/1996	\$50,000	Commercial	PLUMBING
96-3313	8/1/1996	11/1/1996	\$1,500	Commercial	SIGN
96-3318	8/1/1996	11/1/1996	\$21,000	Commercial	RENOVATIONS
96-1878	5/1/1996	11/1/1996	\$5,000	Commercial	FENCE
9601488	4/1/1996	11/2/1998	\$55,000	Commercial	PLUMBING
96-1470	4/1/1996	11/1/1996	\$250	Commercial	SIGN
96-1597	4/1/1996	11/1/1996	\$1,170	Commercial	FIRE ALARM
96-1669	4/1/1996	11/1/1996	\$2,800	Commercial	FENCE
96-1765	4/1/1996	11/1/1996	\$1,500	Commercial	ELECTRIC
96-1163	3/1/1996	11/1/1996	\$120,000	Commercial	TANKS
96-0684	2/1/1996	11/1/1996	\$10,000	Commercial	ELECTRIC
96-0890	2/1/1996	11/1/1996	\$8,000	Commercial	ELECTRIC
B954326	12/1/1995	11/1/1996	\$12,000	Commercial	ROOF OVER FUEL CONTAINMEN.
E954124	11/1/1995	11/1/1996	\$2,000	Commercial	ELECTRICAL
B953062	9/1/1995	11/1/1996	\$45,000	Commercial	FUEL CONTAINMENT BLDG

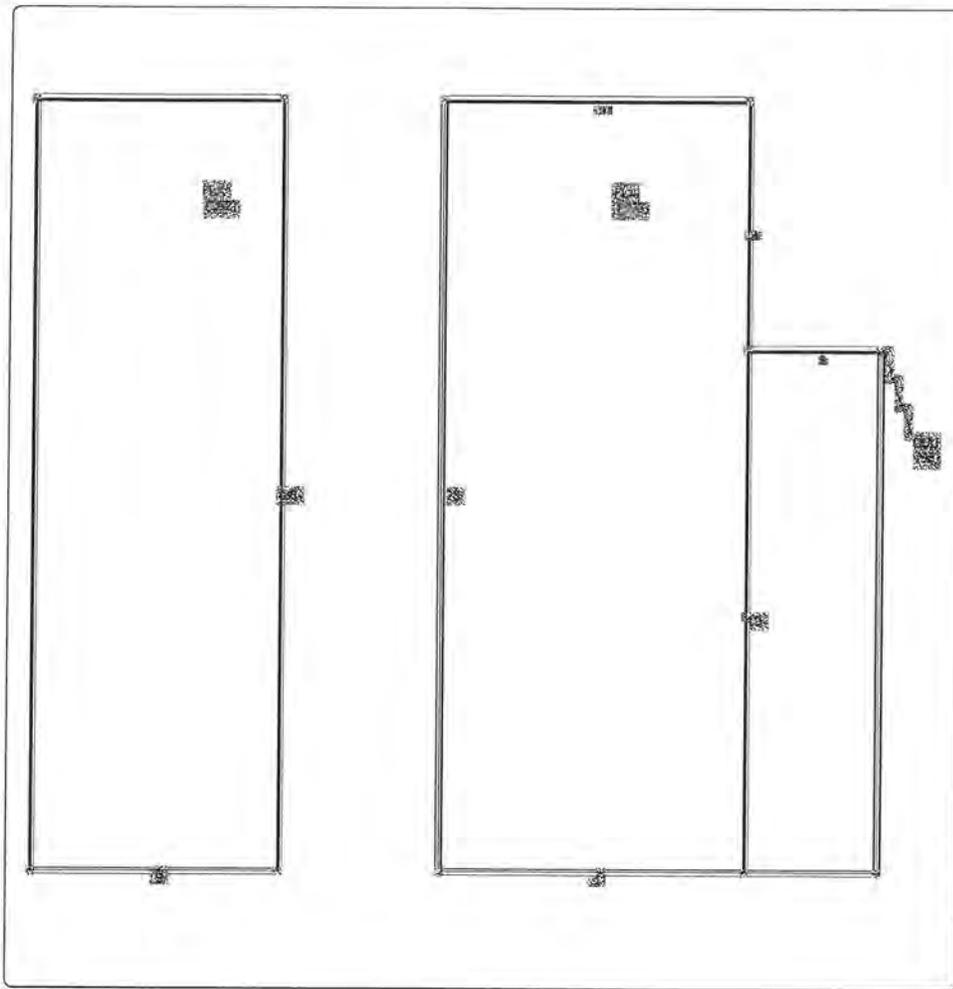
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