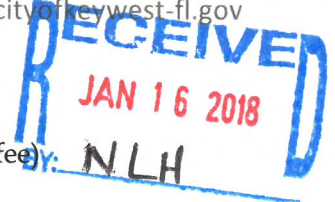


# **Application**



# Application For Variance

City of Key West, Florida • Planning Department  
1300 White Street • Key West, Florida 33040 • 305-809-3720 • www.cityofkeywest-fl.gov



**Application Fee: \$1,150.00 / After-the-Fact: \$2,150.00**  
(includes \$100.00 advertising/noticing fee and \$50.00 fire review fee)

Please complete this application and attach all required documents. This will help staff process your request quickly and obtain necessary information without delay. If you have any questions, please call 305-809-3720.

### PROPERTY DESCRIPTION:

Site Address: 2407-2407 N. Roosevelt Blvd

Zoning District: C Real Estate (RE) #: 0002280-000100 & 101

Property located within the Historic District?  Yes  No

APPLICANT:  Owner  Authorized Representative

Name: Trepanier & Associates, Inc.

Mailing Address: 1421 1st Street

City: Key West State: FL Zip: 33040

Home/Mobile Phone: 305-293-8983 Office: 305-293-8983 Fax: 305-293-8748

Email: owen@owentrepanier.com

### PROPERTY OWNER: (if different than above)

Name: Richard Walker

Mailing Address: 2407 N. Roosevelt Boulevard

City: Key West State: FL Zip: 33040

Home/Mobile Phone: C/o 305-293-8983 Office: C/o 305-293-8983 Fax: C/o 305-293-8748

Email: C/o owen@owentrepanier.com

Description of Proposed Construction, Development, and Use: This property is the subject of a vested rights determination with regard to parking. However, in an abundance of caution, and at the request of the Planning Department, we request approval of the plan in lieu of Secs. 108-572, 108-641 & 122-1473.

### List and describe the specific variance(s) being requested:

Permit 30 proposed auto spaces and 78 bike/scooter spaces in lieu of Secs. 108-572, 108-641 & 122-1473.

Are there any easements, deed restrictions or other encumbrances attached to the property?  Yes  No

If yes, please describe and attach relevant documents: Parking easement (Exhibit A)

City of Key West • Application for Variance

Will any work be within the dripline (canopy) of any tree on or off the property?  Yes  No  
 If yes, provide date of landscape approval, and attach a copy of such approval.

Is this variance request for habitable space pursuant to Section 122-1078?  Yes  No

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				
Flood Zone				
Size of Site				
Height				
Front Setback				
Side Setback				
Side Setback				
Street Side Setback				
Rear Setback				
F.A.R		Please see attached		
Building Coverage				
Impervious Surface				
Parking				
Handicap Parking				
Bicycle Parking				
Open Space/ Landscaping				
Number and type of units				
Consumption Area or Number of seats				

This application is reviewed pursuant to Section 90-391 through 90-397 of the City of Key West Land Development Regulations (LDRs). The City’s LDRs can be found in the Code of Ordinances online at [http://www.municode.com/Library/FL/Key\\_West](http://www.municode.com/Library/FL/Key_West) under Subpart B.

\*Please note, variances are reviewed as quasi-judicial hearings, and it is improper for the owner or applicant to speak to a Planning Board member or City Commissioner about the hearing.

**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.

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Please see attached

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

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Please see attached

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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.

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Please see attached

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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.

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Please see attached

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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.

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Please see attached

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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.

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Please see attached

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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.

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Please see attached

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

- That the standards established in Section 90-395 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."

**REQUIRED SUBMITTALS: All of the following must be submitted in order to have a complete application. Please submit one paper copy and one electronic copy of all materials.**

- Correct application fee. Check may be payable to "City of Key West."
- Notarized verification form signed by property owner or the authorized representative.
- Notarized authorization form signed by property owner, if applicant is not the owner.
- Copy of recorded warranty deed
- Property record card
- Signed and sealed survey
- Site plan (plans MUST be signed and sealed by an Engineer or Architect)
- Floor plans
- Stormwater management plan

## Standards for Considering Variances

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 exist in Key West and Monroe County which warrant attention and special consideration.

It is the intent of this proposal to create an alternative affordable workforce housing opportunity designed and priced to meet the needs of people employed by the local economy in a respectful manner that reflects the maritime nature of our community and mixes people of all income levels together without creating high and low-income enclaves.

The marina will be deed restricted and rent-controlled to include low, median, moderate and middle-income. The maximum total rental and/or sales price for all affordable work force housing in this marina shall be based on each unit being affordable. The rental and/or sales price may be mixed among affordable housing (low income), (median income), (middle income) and (moderate income) in order that the total value of rental and/or sales does not exceed ten percent of the rental and/or sales of all the units at affordable housing (moderate income).

To assist in the development of this affordable workforce project, this development project may be linked with subsequent development projects, under the auspices of Sec. 122-1467(b), to allow compliance with subsequent developments' affordable unit requirement. Written proof of the linkage must be supplied by the developer to the city commission at the time of the subsequent development's site plan approval. Linkage shall not be available if either development is entirely or in part to be constructed by public funds. Finally, all linkages under this subsection may occur within the city or on a site within the city and on a site on Stock Island in the unincorporated part of the county.

The issue of affordable housing is one of the most challenging issues facing Monroe County. It is not new; however, it is evolving and worsening.

The City relies heavily on the private and nonprofit sector, supplemented by outside government programs, to ensure the provision of adequate housing. The City, itself does not construct housing, it does provide incentives for development. According to the Shimberg Center of Affordable Housing (SCAH), a minimum of 60 percent of the permanent population will need affordable housing assistance or will be making incomes at or below the 120 percent of the area median income. There is a need for affordable housing for those permanent households of all income levels.

“It is our view a portion of the permanent population losses have occurred as a result of the recession, a rise in foreclosures, depletion of affordable housing and increased unemployment...of all the new single-family housing growth in Monroe County since 1999, nearly 70% has been in non-homesteaded units in Monroe County. It is likely this is a function of both growth in seasonal population as well as permanent population loss, which may cause once permanently occupied existing units to become non-homesteaded. This latter aspect represents a shift from existing permanent population to seasonal population and is why the non-homesteaded mix is so high”.

Newer data and documents have become available that, if incorporated and synthesized into the technical documents, could change planning projections. These include but may not be limited to:

A. Monroe County Workforce Housing Stakeholder Assessment Report - 2015

- The April 2015 Monroe County Workforce Housing Stakeholder Assessment Report (Assessment Report) Identifies new issues and perspectives within a changed context on affordable workforce housing in Monroe County.
- Further, the Assessment Report states, “the findings of all of several recent reports on Monroe County’s current housing situation confirm that there is a significant and growing shortage of affordable workforce housing, both rental and ownership. In addition, there exists a policy gap in that affordable housing for the working and middle class is largely left to individual municipalities and counties to deal with”. Allowing increased density for workforce housing was consistently listed in the Assessment Report as an important issue/idea from most perspectives.

B. United Way ALICE Study of Financial Hardship Report- 2014

- November 2014 United Way of Florida ALICE (Asset Limited, Income Constrained, Employed) Study of Financial Hardship, indicates that nearly half of all Monroe County households live above the federal poverty line but still struggle to afford basic expenses including housing, child care, food, transportation and health care. In the Lower Keys, a five-year estimate of owners and renters showed 42% and 56%, respectively, are considered cost-burdened when it comes to housing; in Key West, these numbers increase to 51% and 68%.
- The Household Survival Budget varies across Florida counties; the basic essentials are most expensive in Monroe County, where the cost was \$61,962 per year for a family and \$24,020 for a single adult.

- Housing costs vary by county in Florida. Rental housing is most expensive in Monroe County at \$1,419 for a two-bedroom apartment and \$946 per month for an efficiency apartment.
- The Economic Viability Dashboard reports how counties perform on three dimensions: Housing Affordability, Job Opportunities, and Community Support and enables comparison over time for the three dimensions that it measures. From 2007 to 2010, Monroe County fell by more than 30 percent.
- The average affordable housing gap in Florida is 11 percent of the rental housing stock, but there is large variation between counties. Out of all Florida counties, the highest gap, in Monroe County, is 34 percent.

The aforementioned new data, studies, projections and assumptions do not include the effects of Hurricane Irma, which appear to be extensive.

Special conditions and circumstances exist on this property 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.

This mixed-use property was owned by the City of Key West and sold to a private interest in 1995. Following that sale, the property was the recipient of a vested rights determination with regard to land use intensity and parking as determined by City Attorney, Diane Covan, in 1995<sup>1</sup>.

Covan's determination described the vested land use intensities and parking requirements of the property as well as identified certain limitations to those rights, in the following manner:

*"This is to confirm that, as long as the intensity of use of the above-referenced property, does not exceed the intensity of prior usages, no additional parking will be required by the City."*

– City Attorney Diane Covan, 1995

Vested Rights Background:

On June 26<sup>th</sup>, 1995 Dr. Richard Walker purchased this property from the City of Key West. When Dr. Walker attempted to utilize the property, permitting issues arose regarding land use intensity and parking. Records indicate that certain representations were made at the time of sale with regard to vested land use intensities and parking requirements based on prior usages.

On November 30<sup>th</sup>, 1995, in an attempt to clear up the intensity and parking issue, Mr. Edward Horan, Esq., sent a letter to City Attorney, Diane Covan, requesting confirmation

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<sup>1</sup> Attached - Letter dated 11/30/95 by Diane Covan, Esq., City Attorney to Edward Horan, Esq.



that “as long as the intensity of use does not exceed the intensity of prior usages, no additional parking will be required by the City.”

On that same day, November 30<sup>th</sup>, 1995, the City Attorney confirmed in writing that “as long as the intensity of use does not exceed the intensity of prior usages, no additional parking will be required by the City.”

The vested rights described in the Covan letter authorize redevelopment of the Walker Property notwithstanding the intensity and parking-related concurrency provisions of the city’s land development regulations and comprehensive plan.

Following the City’s intent and limitations described in the Covan Letter, Trepanier & Associates researched the prior usages and intensities. The City’s records, about the intensity of prior usages, were clear.

The prior land use intensities and parking requirements were analyzed and compared to the proposed usages and intensities<sup>2</sup>. The results demonstrate that the intensity of the proposed usage does not exceed the prior usages’ intensity; therefore, no additional parking is required.

**Summary:**

Based on the vested rights and limitations thereto of the Walker Property, as described in the Covan Letter, the proposed redevelopment will not exceed the intensity that the prior usages on site as measured by trip generation and parking.

Given that the intensity of the proposed usage will not exceed the intensity of the prior usage, no additional parking is required.

Notwithstanding the vested rights, as part of the project improvements, the applicant is proposing 30 auto parking spaces and 78 bike/scooter spaces in the following configuration:

**<sup>2</sup> Data & Calculations:**

Concurrent Prior Usages and Intensities Based on City Records:

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

Trip Generation – Prior Uses vs. Proposed Uses

Use	Prior Usage	Proposed Usage	Week Day			Saturday			Sunday		
			Trip Rate	Prior Usage	Proposed Usage	Trip Rate	Prior Usage	Proposed Usage	Trip Rate	Prior Usage	Proposed Usage
Retail (ITE 814) trips/ 1k sq. ft.	1,475 sq. ft.	0.00 sq. ft.	44.32	65.38	0.00	42.04	62.02	0.00	20.43	30.14	0.00
Laundry (No ITE) trips/machine	0.00 machines	10.00 machines	2.67	0.00	2.67	2.67	0.00	2.67	2.67	0.00	2.67
High Turnover Restaurant (ITE 932) trips/seat	81.00 seats	100.00 seats	4.83	391.23	483.00	6.21	503.01	621.00	5.17	418.77	517.00
Quality Restaurant (ITE 931) trips/seat	205.00 seats	0.00 seats	2.86	586.30	0.00	2.81	576.05	0.00	2.15	440.75	0.00
Office (ITE 710) trips/ 1k sq. ft.	265.00 sq. ft.	3,200.00 sq. ft.	11.57	3.07	37.02	2.37	0.63	7.58	0.98	0.26	3.14
Dolphin Show - Zoo (ITE 481) trips/ acre	4.62 ac	0.00 ac	114.88	530.75	0.00	229.76	1,061.49	0.00	229.76	1,061.49	0.00
Medical Clinic (ITE 630) trips/ employee	0.00 employees	9.00 employees	7.75	0.00	69.75	0	0.00	0.00	0	0.00	0.00
Live Aboard Dockage (ITE 420) trips/ berth	0.00 berths	74.00 berths	2.96	0.00	219.04	3.22	0.00	238.28	6.4	0.00	488.40
Residential (ITE 220) trips/ unit	0.00 berths	3.00 units	6.27	0.00	18.81	6.39	0.00	19.17	5.86	0.00	17.58
<b>Totals</b>				1,576.73	833.10		2,203.20	891.20		1,951.41	1,030.59
			<b>Change</b>		-743.63			-1,312.00			-920.91
			<b>Percent Intensity of Prior Usage</b>		53%			40%			53%

Type	On-Site	Off-Site	Total
ADA – Auto	1	0	1
Compact – Auto	9	0	9
Standard Auto	0	20	20
Bike-Scooter	78	0	78
Total	88	20	108

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

The special conditions and circumstances relating to both this property and to the affordable housing crisis do not result from the action or negligence of the applicant. The applicant is proposing to deed-restrict the use of the property to help resolve the biggest challenge currently impacting Key West and the Florida Keys.

This application is being filed at the request of the Planning Department. It is the opinion of the applicant that the existing vested rights associated with the property do not necessitate a variance application. But the application is filed as a courtesy, in an abundance of caution.

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.

The 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. This is a unique property with unique rights.

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.

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. No other properties, approved for marina uses, in the same zoning district, have the unique characteristics and rights, nor are they seeking to deed-restrict themselves for the purpose of workforce housing. If the variance is not granted, not only will the property owner experience a hardship in terms of exercising their vested rights, but the community will experience the hardship of the ever-deepening workforce housing crisis.

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.

# Warranty Deed

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

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

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

QUITCLAIM DEED

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

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

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

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

Signed in the presence of:

Dawn Sikel  
Witness

Dawn Sikel  
Printed Name

Laura Knudsen  
Witness

Laura L. Knudsen  
Printed Name

Scott H. Schultz  
Scott H. Schultz, Grantor

(Over)

STATE OF Minnesota  
COUNTY OF Steele

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

Laura Knudsen  
Notary Public

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



Laura Knudsen

MONROE COUNTY  
OFFICIAL RECORDS

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

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

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

This Instrument Prepared By:

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

Doc# 2029486  
Bk# 2741 Pg# 440

## QUIT CLAIM DEED

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

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

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

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

POINT OF BEGINNING.

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

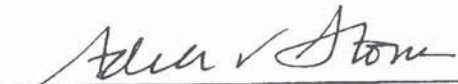
SUBJECT TO: Conditions, restrictions, limitations, reservations and easements of record, if any.

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

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

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

Signed, Sealed and Delivered  
in the Presence of:

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

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

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

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

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

STATE OF FLORIDA:  
COUNTY OF MONROE:

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

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

Cindy Sawyer  
Printed Name of Notary

My Commission Expires:



Cindy Sawyer  
NOTARY PUBLIC

Adele V. Stoner  
Signature of Witness

Adele V. Stoner  
Printed Name of Witness

Cindy Sawyer  
Signature of Witness

Cindy Sawyer  
Printed Name of Witness

Ronald K. Heck  
RONALD K. HECK

STATE OF FLORIDA:  
COUNTY OF MONROE:

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

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

Cindy Sawyer  
Printed Name of Notary

My Commission Expires:



Cindy Sawyer  
NOTARY PUBLIC



[Signature]  
Signature of Witness

Bonnie S. Mix  
Printed Name of Witness

Kristine R. Thomson  
Signature of Witness

Kristine R. Thomson  
Printed Name of Witness

[Signature]  
ANNE ABIGAIL COBB

Doc# 2029486  
Bk# 2741 Pg# 443

STATE OF MICHIGAN:  
COUNTY OF OAKLAND :

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

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

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

[Signature]  
NOTARY PUBLIC

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

[Signature]  
ALLISON MELISSA COBB

STATE OF MICHIGAN;  
COUNTY OF OAKLAND :

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

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

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

[Signature]  
NOTARY PUBLIC

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

# **Property Record Card**

**Disclaimer**

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

**Summary**

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



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

**Owner**

WALKER RICHARD C  
 2407 N Roosevelt Blvd  
 Key West FL 33040

**Valuation**

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

**Land**

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

**Commercial Buildings**

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

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

## Yard Items

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

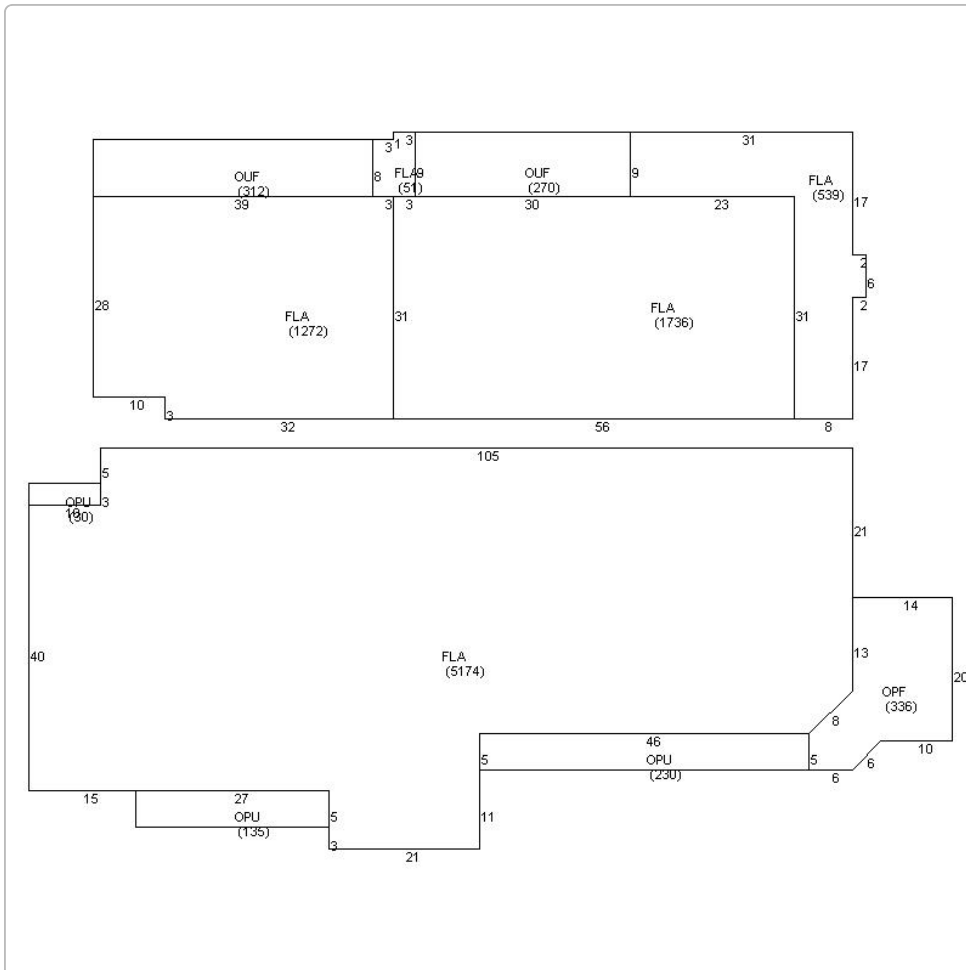
## Sales

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

## Permits

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

## Sketches (click to enlarge)



Photos



Map



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2018 Notices Only

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

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**Summary**

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



**Owner**

ROOSEVELT DOCKS LLC  
 2407 N Roosevelt Blvd  
 Key West FL 33040

**Valuation**

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

**Land**

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

**Commercial Buildings**

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

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

**Yard Items**

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

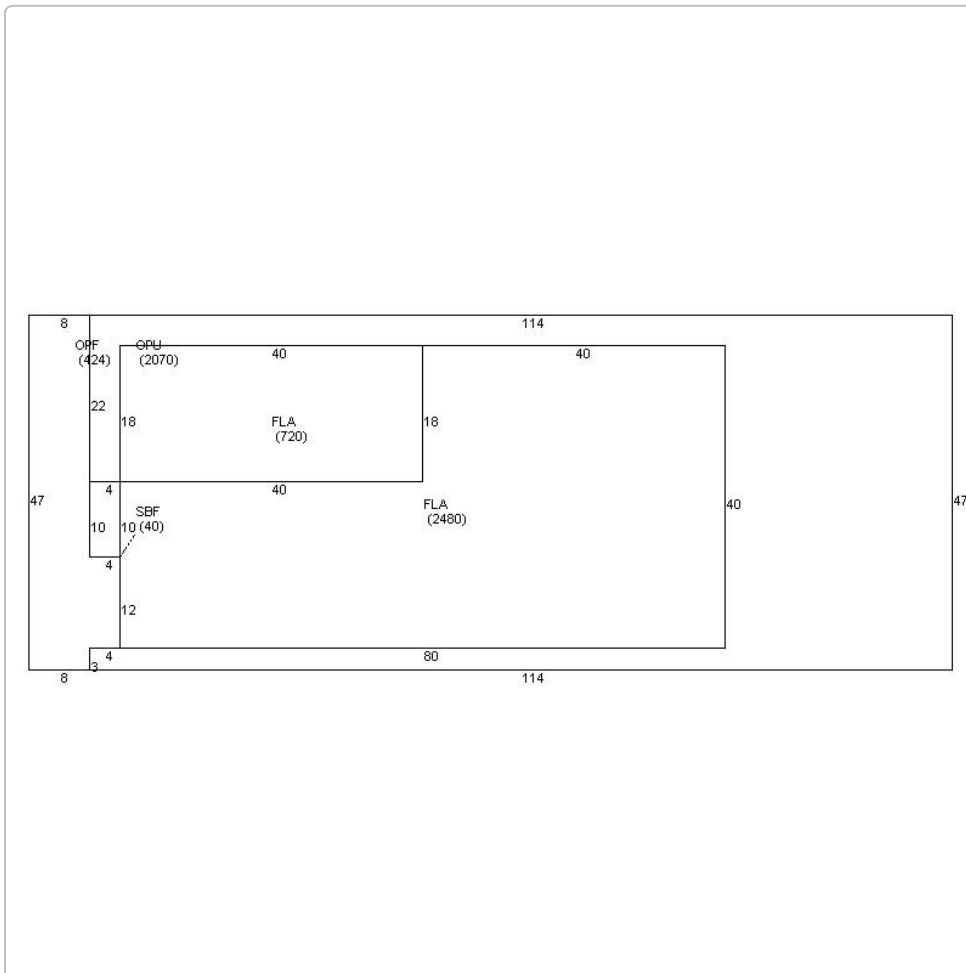
## Sales

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

## Permits

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

## Sketches (click to enlarge)



## Photos





Map



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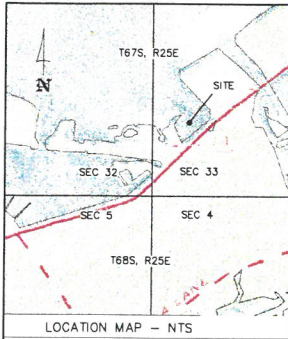
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# Survey



MEAN HIGH WATER SURVEY  
FILE NUMBER IS #

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

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

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

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

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

ELEVATIONS SHOWN AS X.XX REFER TO NGVD29 VERTICAL DATUM

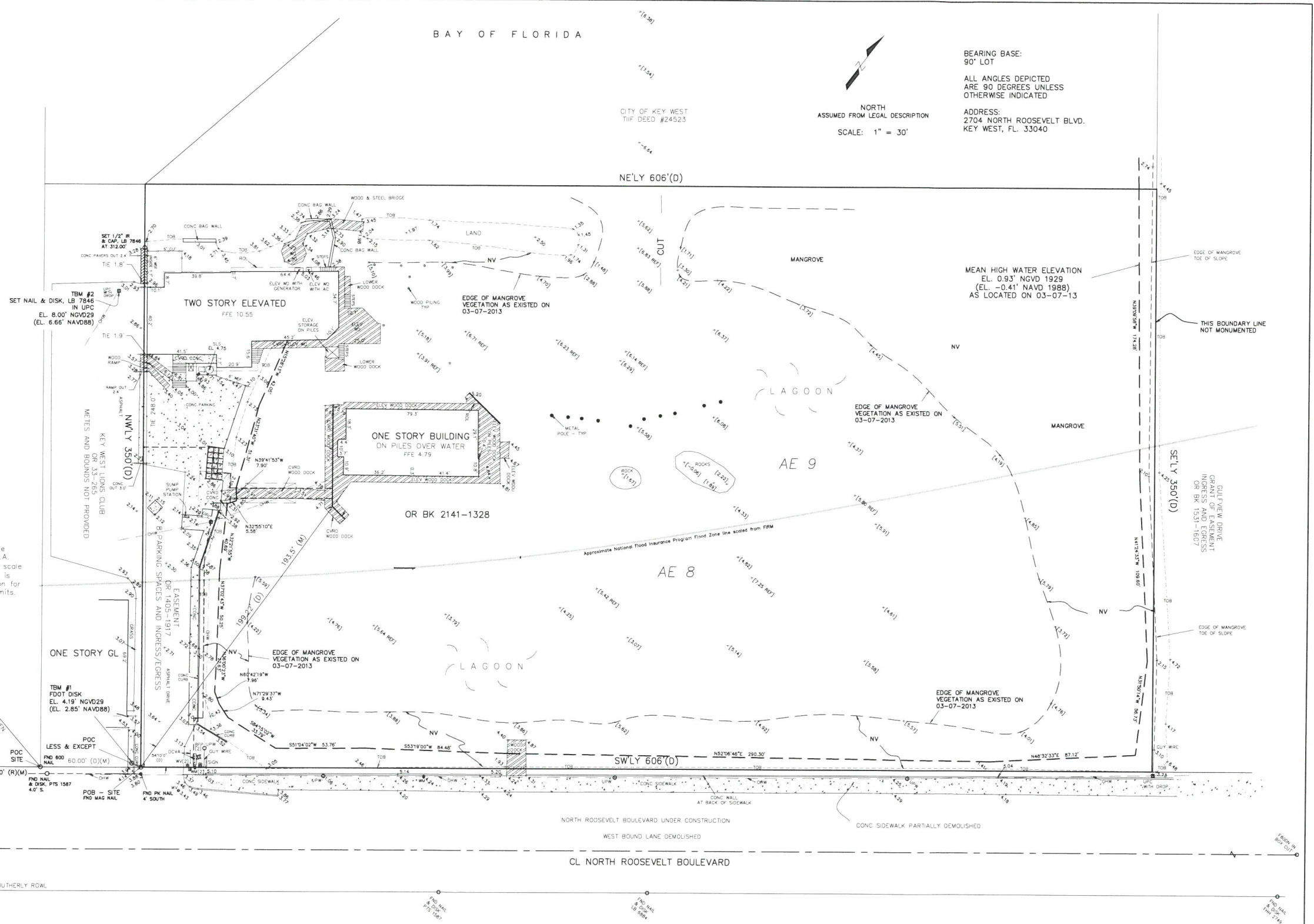
ELEVATIONS SHOWN AS (X.XX) REFER TO NAVD88 VERTICAL DATUM

BENCHMARK USED: PID AA0023  
STAMPING: K4 1 1959  
MARK LOGO USE  
EL. 2.93', NAVD88  
EL. 4.27', NGVD29

FLOOD ZONES REFER TO NGVD1929 AS PER FIRM MAPS

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

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



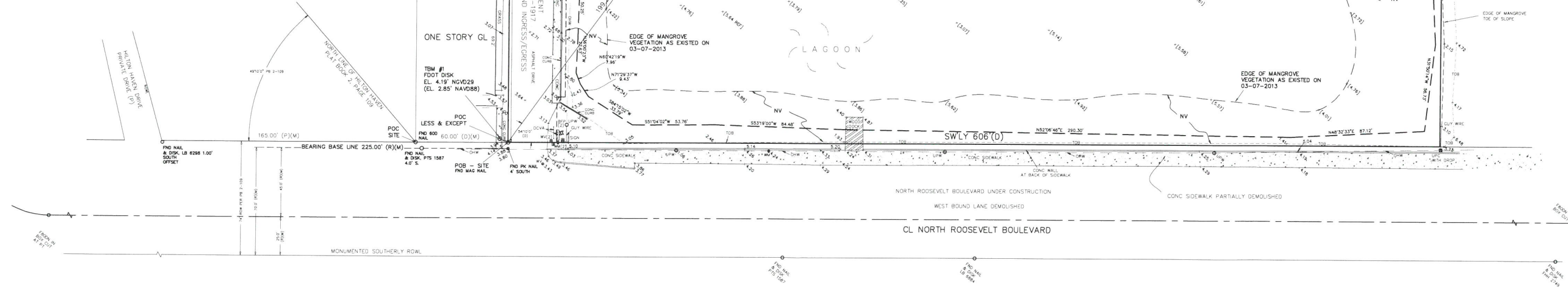
BEARING BASE:  
90° LOT

ALL ANGLES DEPICTED ARE 90 DEGREES UNLESS OTHERWISE INDICATED

ADDRESS:  
2704 NORTH ROOSEVELT BLVD.  
KEY WEST, FL. 33040

NORTH  
ASSUMED FROM LEGAL DESCRIPTION

SCALE: 1" = 30'



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

**LEGAL DESCRIPTION - provided by the client**

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

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

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

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

CERTIFIED TO - RICHARD C. WALKER AND MARY JO WALKER

SCALE: 1" = 30'

FIELD WORK DATE: 03/07/13

REVISION DATE: -/-/-

SHEET 1 OF 1

DRAWN BY: BT

CHECKED BY: RW

INVOICE # 12112801

**REECE & WHITE**  
LAND SURVEYING, INC.  
PROFESSIONAL SURVEYOR AND MAPPER, LB 7846

127 INDUSTRIAL ROAD, BIG PINE KEY, FL 33043  
OFFICE (305) 872 - 1348  
FAX (305) 872 - 5622

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

# **Easement Agreement**

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

Doc# 2009121  
Bk# 2716 Pg# 1546

8 **RESTATED PARKING EASEMENT AGREEMENT**  
9

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

15 **RECITALS:**  
16



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

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

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

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

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

                       
 KW26  Walker

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



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

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


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

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

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

 KW26  Walker

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

      KW26       Walker

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

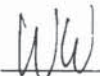

27  
28 3. Either party may initiate the design, permitting and construction process at any time  
29 with respect to the Walker Exclusive Parking Area by furnishing written notice ("Initiation Notice")  
30 to the other party; provided, however, that: (a) if Walker is the first to furnish an Initiation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

WW KW26 AW Walker



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

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

      KW26       Walker

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

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

WW KW26 AW Walker

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

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

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

WW KW26 AW Walker

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

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

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

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

     KW26      Walker

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

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

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

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

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

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

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

WW KW26 RW Walker

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

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

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

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

WW KW26 AW Walker


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

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

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

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

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

 KW26  Walker

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

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

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

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

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

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

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

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

    *WW*     KW26       *W*     Walker



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

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

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

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

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

By: William Walsh  
William Walsh  
Its Manager

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

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

Richard C. Walker  
Richard C. Walker

20  
21 Tania Ortiz  
22 Name: Tania Ortiz

23  
24 [ACKNOWLEDGEMENTS APPEAR ON THE FOLLOWING PAGE]

WW KW26 RW Walker

STATE OF FLORIDA  
COUNTY OF PALM BEACH

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

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



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

STATE OF FLORIDA  
COUNTY OF MONROE

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

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



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

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

**EXHIBIT A**

**LEGAL DESCRIPTION**

Restaurant Property

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

Wk KW26 M Walker

EXHIBIT B

LEGAL DESCRIPTION

PARCEL A1

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

AND TOGETHER WITH

PARCEL A2

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

AND TOGETHER WITH

PARCEL A3

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

AND TOGETHER WITH

PARCEL A4

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

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

WW

**EXHIBIT C**

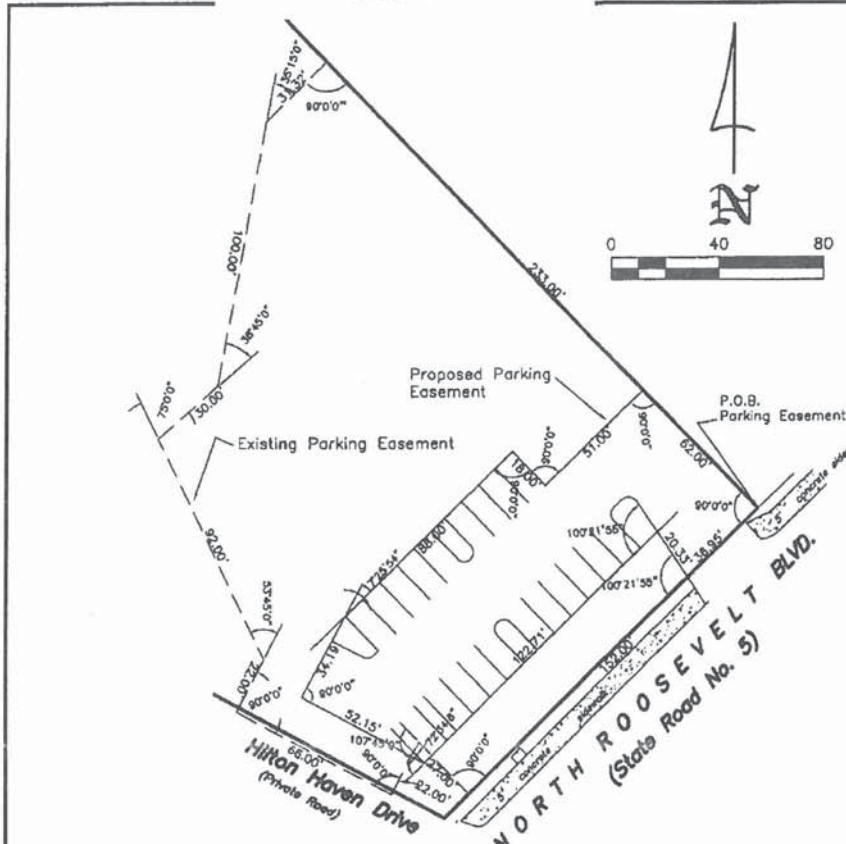
**LEGAL DESCRIPTION**

Parking Property

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

WW KW26 M Walker

EXHIBIT D



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

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

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

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



WW

Schedule 1

Insurance Requirements

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

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

      KW26            Walker

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

Property Appraiser Parcel Identification No. 1067849

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

657 850

**PARKING EASEMENT AGREEMENT**

REC 1176 PAGE 1320

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

693908

**RECITALS**

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

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

**AGREEMENT**

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

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



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

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

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

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



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

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

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

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

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



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

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

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

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

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



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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

Signed, sealed and delivered in the presence of:

GRANTOR:

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

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

By: Mehdi Ghomeshi, Vice President

701 Brickell Avenue  
Miami, Florida 33131  
Grantor's Address

FLIPPERS:

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

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

By: John E. O'Brien, Partner

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

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

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

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

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

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

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

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

[CORPORATE SEAL]

LOPEZ:

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

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

STATE OF FLORIDA )  
 )SS:  
COUNTY OF DADE )

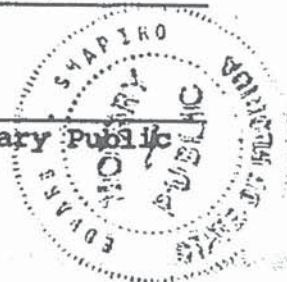
10<sup>th</sup> The foregoing Agreement was acknowledged before me this day of July, 1991, by Mehdi Ghomeshi as Vice President of Wharf Properties of Key West, Inc., a Florida corporation, on behalf of said corporation.

*Edward A Shapiro*

Notary Public,  
State of Florida

EDWARD A SHAPIRO

Print Name of Notary Public



My Commission Expires:

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

STATE OF FLORIDA )  
 )SS:  
COUNTY OF MONROE )

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

*Sheryl A Berman*

Notary Public,  
State of Florida

SHERYL A. BERMAN

Print Name of Notary Public



My Commission Expires:

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

STATE OF FLORIDA )  
 )SS:  
COUNTY OF MONROE )

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

*Sheryl A Berman*

Notary Public,  
State of Florida

SHERYL A. BERMAN

Print Name of Notary Public



My Commission Expires:

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



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

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

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

My Commission Expires:

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

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

**CONSENT**

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

Dated July 11, 1991

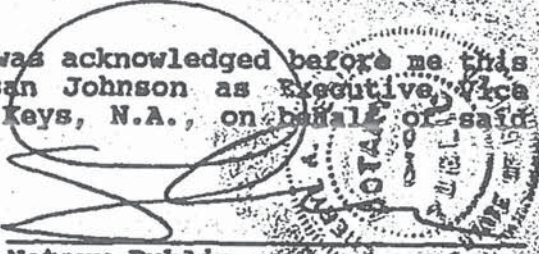
BARNETT BANK OF THE KEYS, N.A.

Susan Johnson

By: EVP

STATE OF FLORIDA )  
                          ) SS:  
COUNTY OF MONROE )

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



Notary Public,  
State of Florida

My Commission Expires:

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

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

CONSENT

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

Dated July 10, 1991

BARNETT BANK OF SOUTH FLORIDA,  
N.A.

By: Mehdi Ghomeshi  
Mehdi Ghomeshi, Vice President

STATE OF FLORIDA )  
                          ) SS:  
COUNTY OF DADE )

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

Edward A. Hooper  
Notary Public,  
State of Florida



My Commission Expires:

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

**EXHIBIT "A"**

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



Land situated in Monroe County, Florida:

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

AND

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

AND

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

AND

EXHIBIT "B" (PAGE 1 OF 2)



693908

OFF REC 1176 PAGE 1334

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



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

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

EXHIBIT C

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



# KEYS SURVEYING, INC.

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

OFF REC 1336 PAGE 0096

872331

## PARCEL A1:

Land situated in Monroe County, Florida.

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

AND

## PARCEL A2:

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

AND

## PARCEL A3:

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

AND

## PARCEL A4: (PREPARED BY SURVEYOR)

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



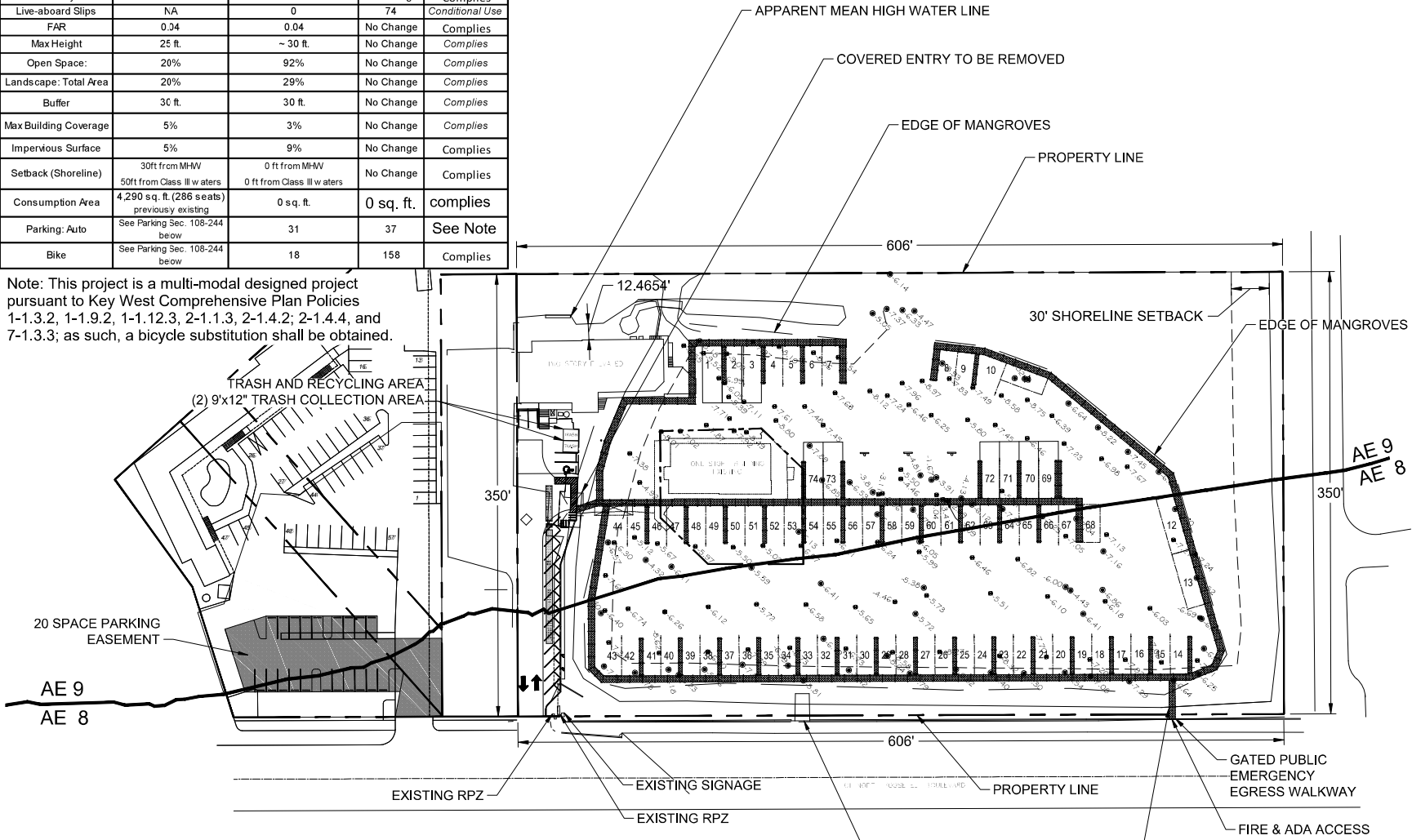




# **Proposed Plans**

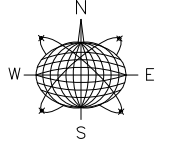
Site Data	Required/ Allowed	Existing	Proposed	Compliance
Zoning	Conservation	Conservation	No Change	Complies
Site Size	10 ac	5.12 ac. (222,918 sq. ft.)	No Change	Complies
Upland Area	NA	0.69 ac (30,149 sq. ft.)	No Change	Complies
Density	0.5 units	3.0 units	No Change	Complies
Live-aboard Slips	NA	0	74	Conditional Use
FAR	0.04	0.04	No Change	Complies
Max Height	25 ft.	~ 30 ft.	No Change	Complies
Open Space:	20%	92%	No Change	Complies
Landscape: Total Area	20%	29%	No Change	Complies
Buffer	30 ft.	30 ft.	No Change	Complies
Max Building Coverage	5%	3%	No Change	Complies
Impervious Surface	5%	9%	No Change	Complies
Setback (Shoreline)	30ft from MHW 50ft from Class III waters	0 ft from MHW 0 ft from Class III waters	No Change	Complies
Consumption Area	4,290 sq. ft. (286 seats) previously existing	0 sq. ft.	0 sq. ft.	complies
Parking: Auto	See Parking Sec. 108-244 below	31	37	See Note
Bike	See Parking Sec. 108-244 below	18	158	Complies

Note: This project is a multi-modal designed project pursuant to Key West Comprehensive Plan Policies 1-1.3.2, 1-1.9.2, 1-1.12.3, 2-1.1.3, 2-1.4.2; 2-1.4.4, and 7-1.3.3; as such, a bicycle substitution shall be obtained.



SITE DATA	
TOTAL MARINA PROPERTY	5.117 ACRES (222,918 SF)
PROPOSED NO. OF WET BOAT SLIPS	74

- EXISTING BUILDING: 3,230 SF ±
- 12,305 SF ± OF DOCK & FINGER PIERS
- 74 TOTAL BOAT SLIPS



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

Seat:

NOT VALID FOR CONSTRUCTION UNLESS  
 SIGNED AND SEALED IN THIS BLOCK  
 RICHARD J. MILELLI  
 PE #58315

2407-2409 N. ROOSEVELT BLVD

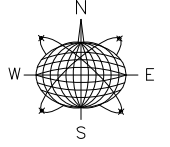
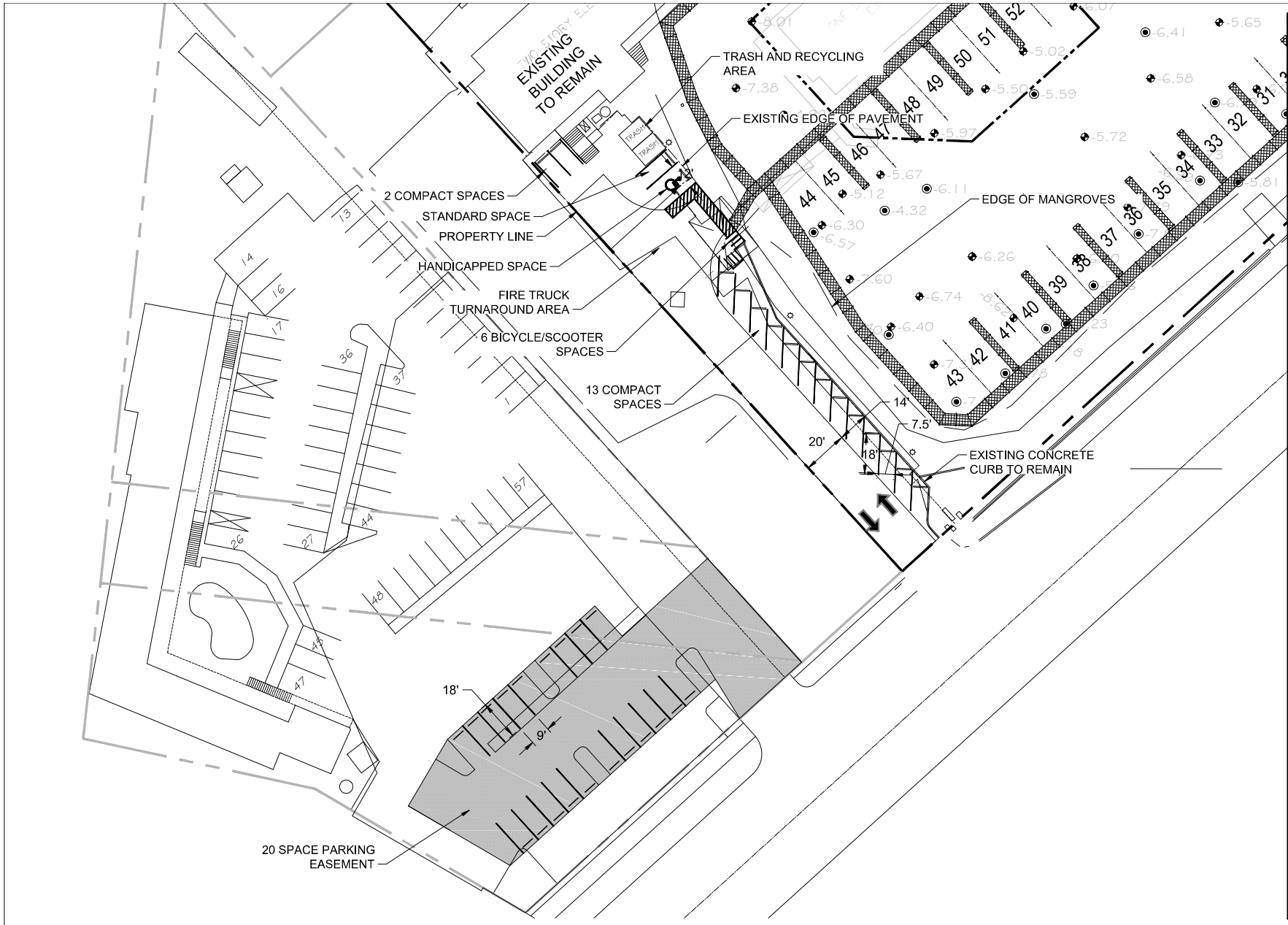
KEY WEST, FLORIDA

Drawn By: ANF  
 Checked By: RJM  
 Revisions:

Title: **PROPOSED SITE PLAN**

Sheet Number: **C-1.0**

Date: MARCH 12, 2018



Meridian Engineering LLC  
 201 Front Street, Suite 203  
 Key West, Florida 33040  
 AUTHORIZATION #29401  
 ph:305-293-3263 fax:293-4699

Seal:  
  
 NOT VALID FOR CONSTRUCTION UNLESS  
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 RICHARD J. MILELLI  
 PE #58315

2407-2409 N. ROOSEVELT BLVD

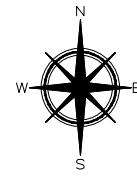
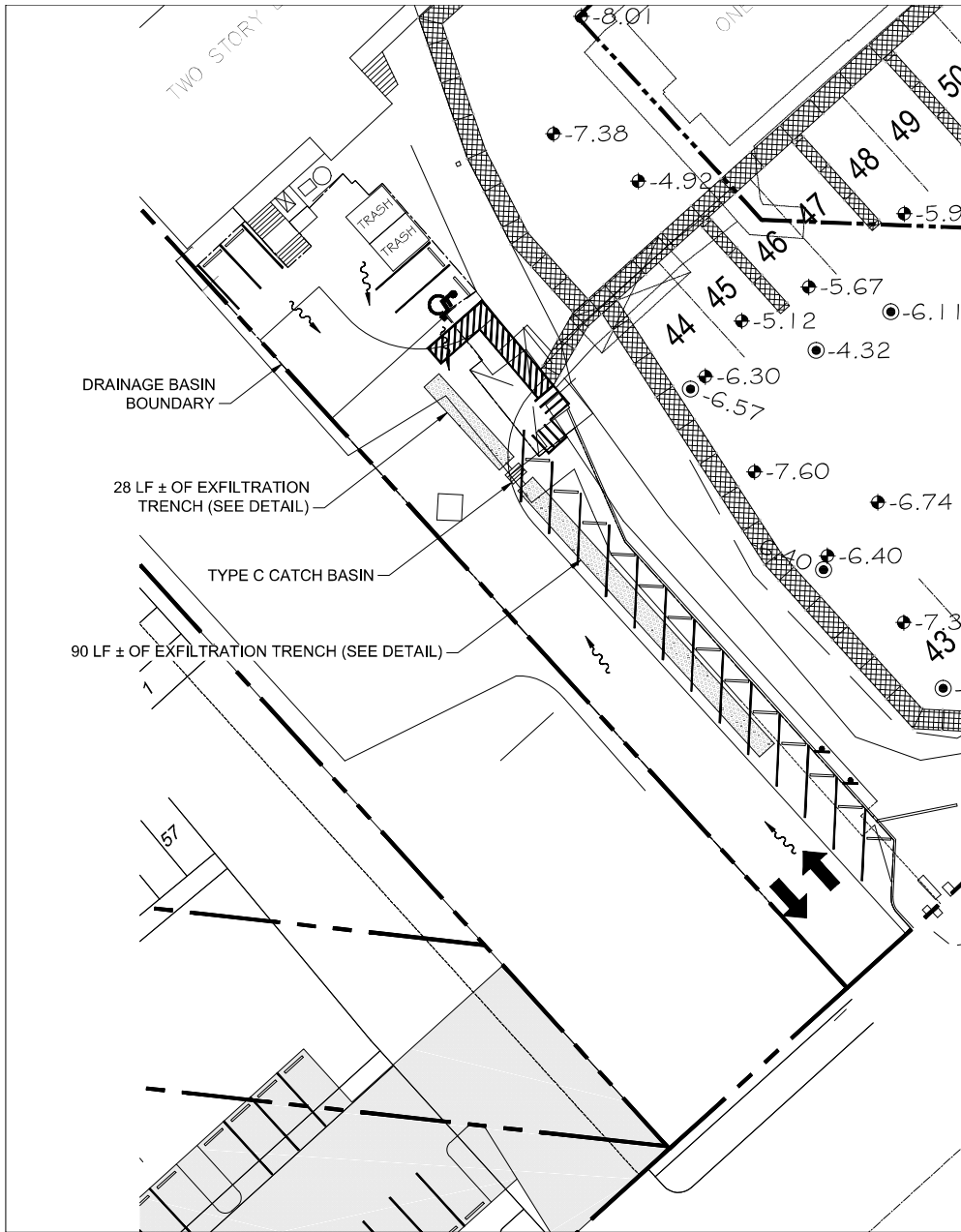
KEY WEST, FLORIDA

Drawn By: ANF  
 Checked By: RJM  
 Revisions:

Title:  
**PROPOSED  
 PARKING  
 PLAN**

Sheet Number:  
**C-2.0**

Date: MARCH 12, 2018



GRAPHIC SCALE



( IN FEET )  
1 inch = 30 ft.

**DRAINAGE CALCULATIONS**

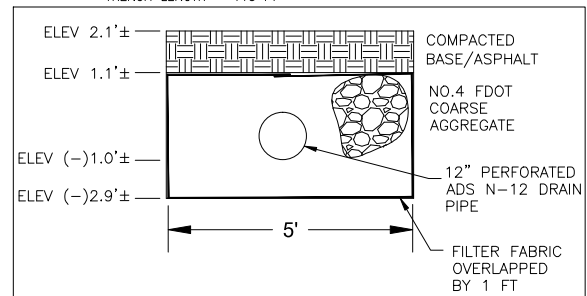
**WATER QUALITY**

PROJECT AREA =	0.20 Ac
PERVIOUS =	0.000 Ac
IMPERVIOUS =	0.20 Ac
ONE INCH OF RUNOFF FROM DRAINAGE BASIN =	0.20 Ac-in
2-1/2" x % IMPERVIOUS x AREA x 150% =	0.75 Ac-in

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

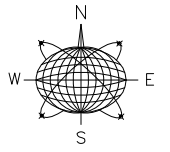
**EXFILTRATION TRENCH PROVIDED**

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



**EXFILTRATION TRENCH**  
NTS

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



Meridian Engineering LLC  
 201 Front Street, Suite 203  
 Key West, Florida 33040  
 AUTHORIZATION #29401  
 ph:305-293-3263 fax:293-4699

Seal:

NOT VALID FOR CONSTRUCTION UNLESS  
 SIGNED AND SEALED IN THIS BLOCK  
 RICHARD J. MILELLI  
 PE #58315

2407-2409 N. ROOSEVELT BLVD

KEY WEST, FLORIDA

Drawn By: ANF  
 Checked By: RJM

Revisions:

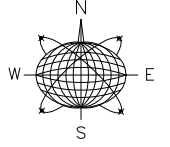
Title:  
**PROPOSED  
 DRAINAGE  
 PLAN**

Sheet Number:  
**C-3.0**

Date: MARCH 12, 2018

**NOTES:**

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



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

Seal:

NOT VALID FOR CONSTRUCTION UNLESS  
 SIGNED AND SEALED IN THIS BLOCK  
 RICHARD J. MILELLI  
 PE #58315

2407-2409 N. ROOSEVELT BLVD

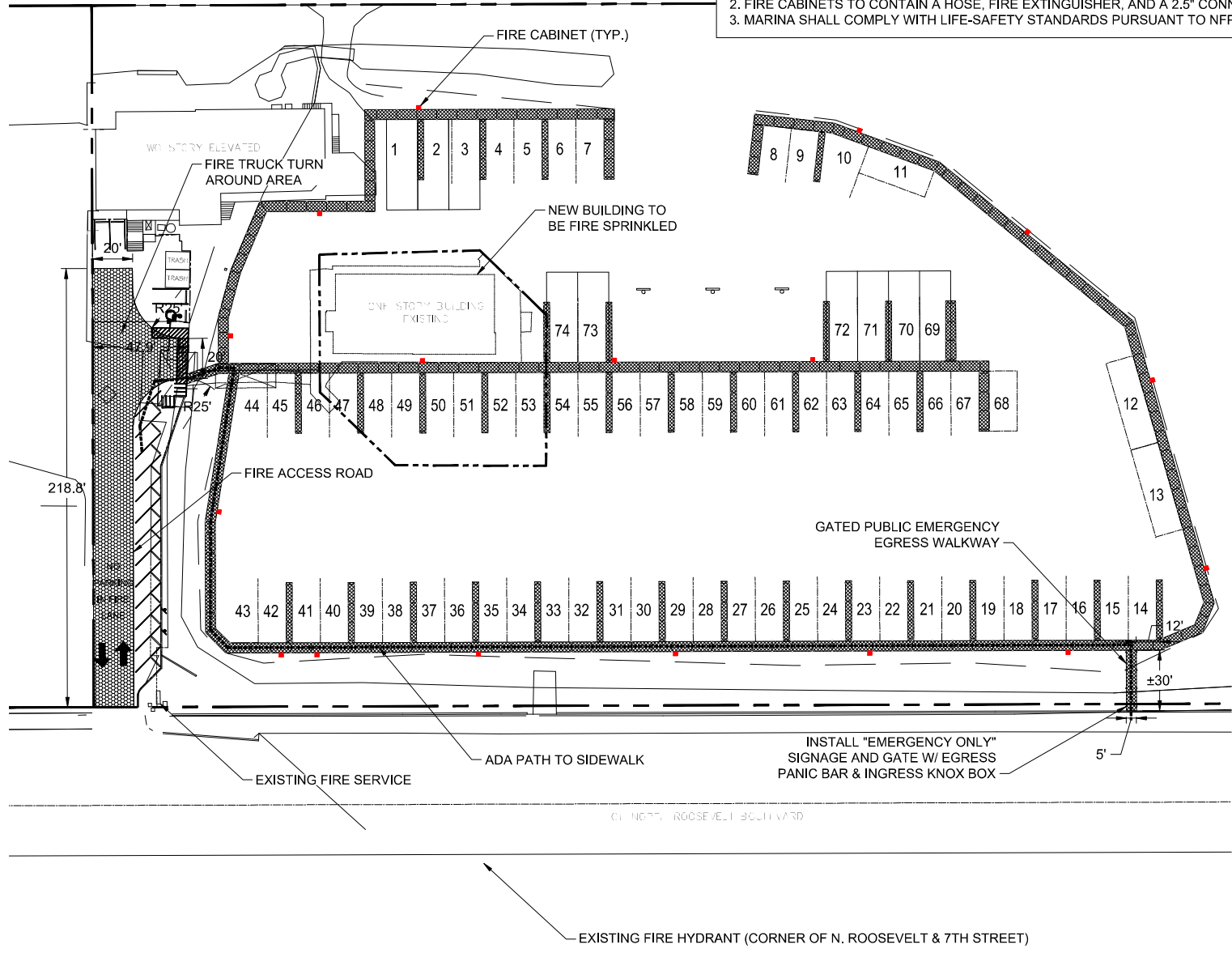
KEY WEST, FLORIDA

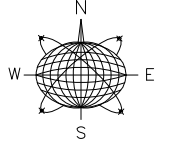
Drawn By: ANF  
 Checked By: RJM  
 Revisions:

Title:  
**LIFE SAFETY PLAN**

Sheet Number:  
**C-4.0**

Date: MARCH 12, 2018





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

Seal:

NOT VALID FOR CONSTRUCTION UNLESS  
 SIGNED AND SEALED IN THIS BLOCK  
 RICHARD J. MILELLI  
 PE #58315

2407-2409 N. ROOSEVELT BLVD

KEY WEST, FLORIDA

Drawn By: ANF  
 Checked By: RJM  
 Revisions:

Title:  
**UTILITY PLAN**

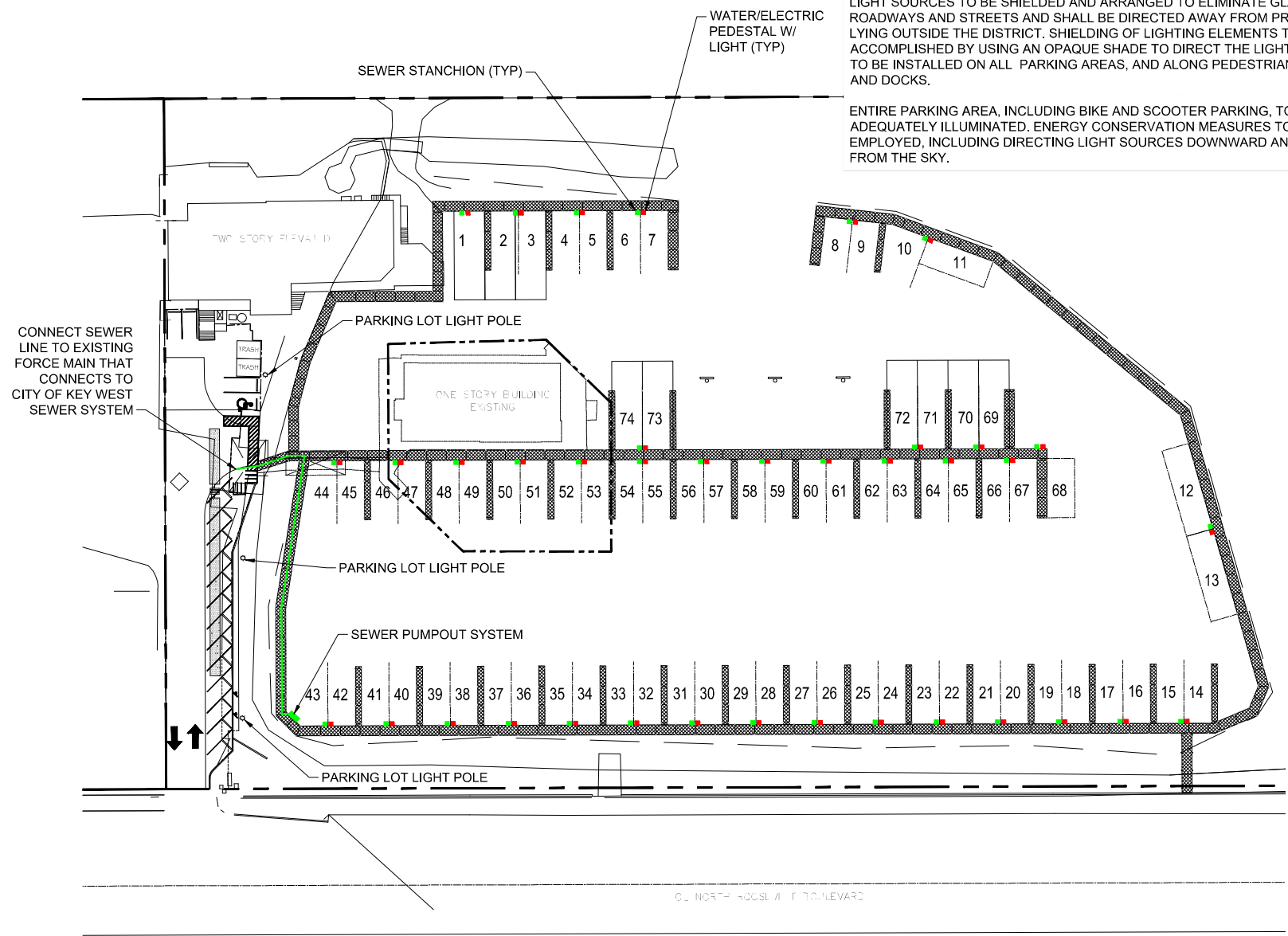
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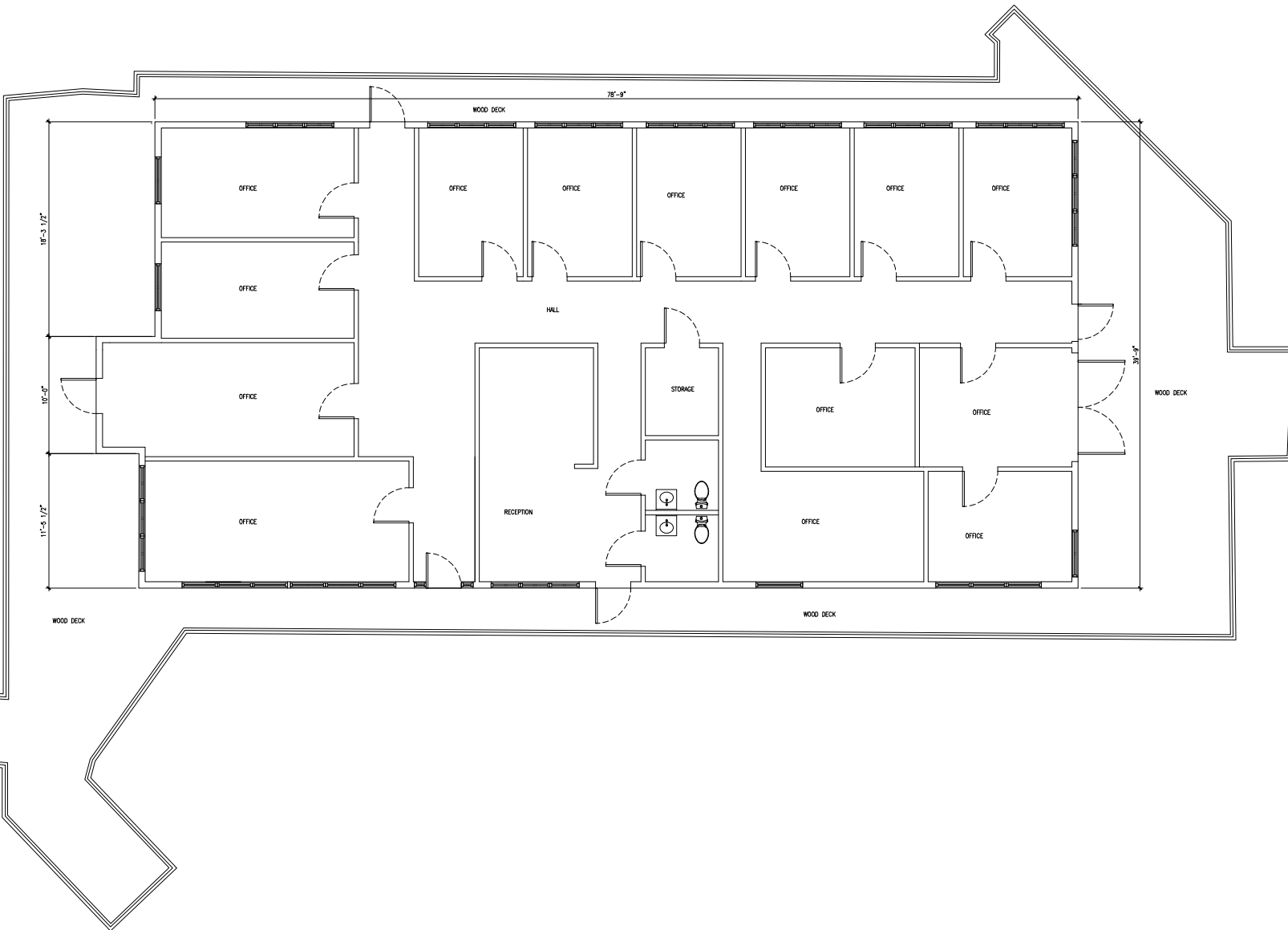
Date: MARCH 12, 2018

**LIGHTING NOTE:**

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

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





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

Scale:


Consultants:


Submissions / Revisions:


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

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

Title:  
**EXISTING  
FLOOR PLAN**

Sheet Number:  
**AE-2.1**



Seal:

Consultants:

Submissions / Revisions:

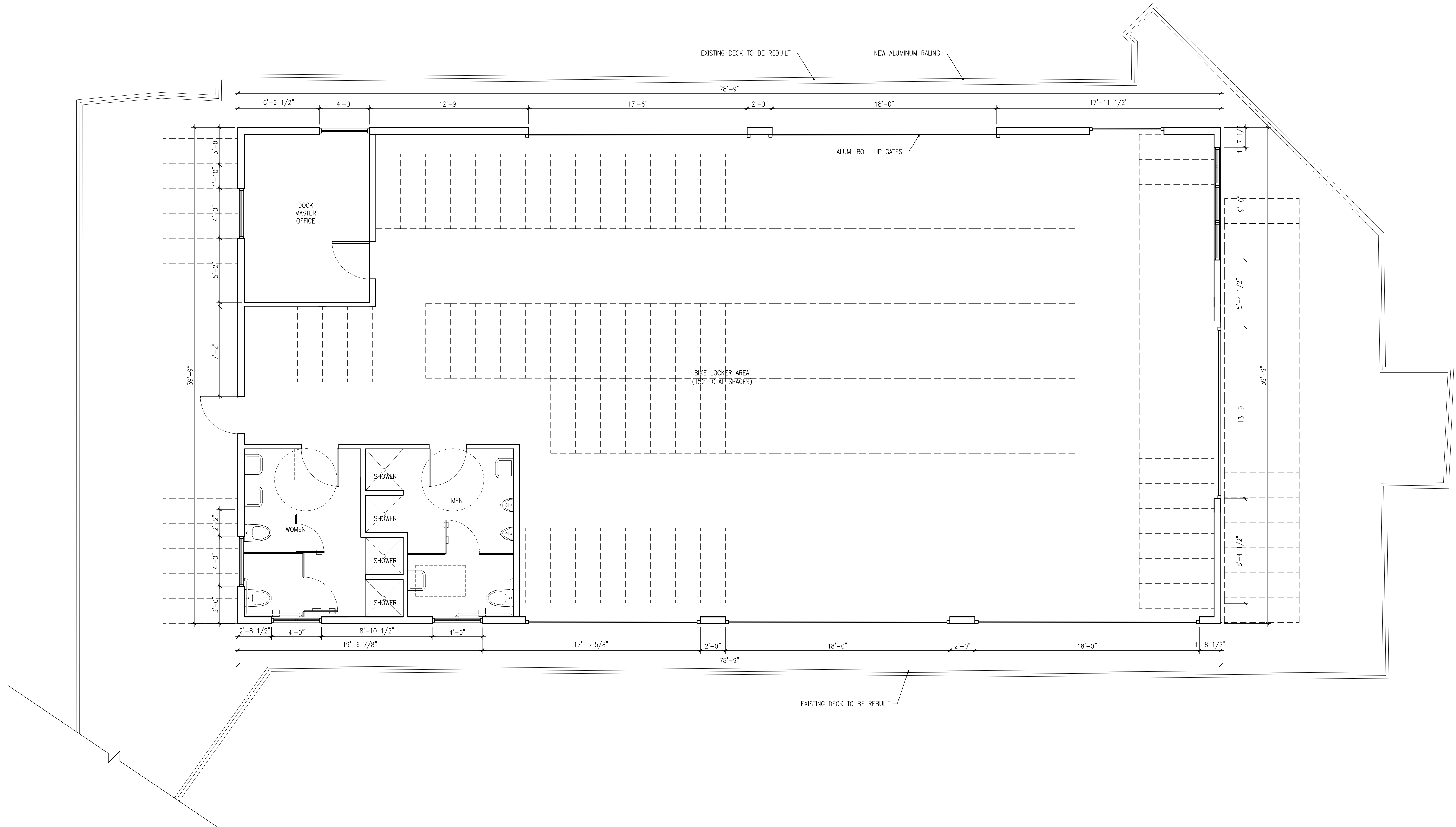

**2407-2409 NORTH  
ROOSEVELT BLVD.**  
KEY WEST, FL

Drawing Size: 24x36 | Project #: 18028

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

Sheet Number:  
**A-2.1**

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



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

Consultants:

Submissions / Revisions:

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

Drawing Size: 24x36 | Project #: 18029

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

Sheet Number:  
**A-2.1**

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

- SYMBOL KEY**
- EMERGENCY LIGHTING - BATTERY PACK W/ CHARGER.
  - EXIT SIGN - ILLUMINATED.
  - FIRE STROBE CEILING MOUNTED.
  - PORTABLE MULTI-USE A.C. & FIRE EXTINGUISHER. PROVIDE MANT. SCHEDULED BY CODE (IFP).
  - PORTABLE MULTI-USE A.C. & FIRE EXTINGUISHER. PROVIDE MANT. SCHEDULED BY CODE (IFP).

**FIRST FLOOR - OCCUPANCY & EGRESS CALCULATIONS**

PROPOSED OCCUPANCY LOAD:  
SEATING AREA: 148  
EMPLOYEES: 4  
TOTAL: 152

USE AND OCCUPANCY CLASSIFICATION: ROOMERY (9-2)

CONSTRUCTION CLASSIFICATION: II (interior walls are of noncombustible materials and the interior building elements are of any material permitted by the code, fire-retardant-treated wood framing members with surface finish shall be permitted with exterior wall construction of 2-hour rating or more.)

EGRESS LOAD: 152 TOTAL  
EGRESS WIDTH REQUIRED:  
2 x 7'10" = 34'2" 34" MIN. EGRESS WIDTH REQUIRED (30000 SQ. FT. CLEAR)

MIN. NUMBER OF EXITS REQUIRED: 2 (1-1400 PERSONS / 7000 SF)

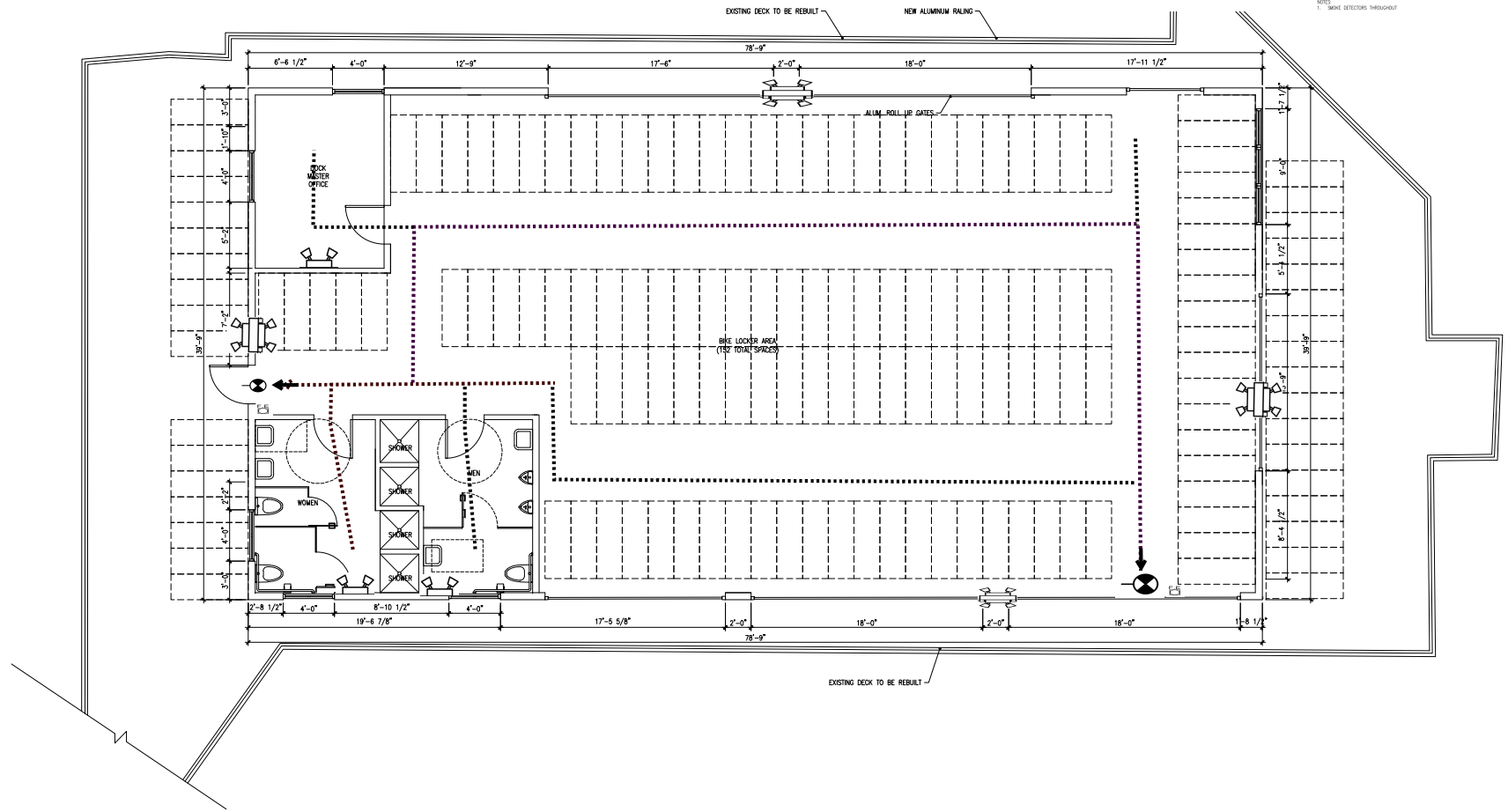
ACCESSIBLE EXITS WIDTH REQUIRED: 34" (30000 SQ. FT. CLEAR)

TOTAL TOTAL EXIT ACCESS (RAMP, STAIRWAY):  
MIN. EGRESS STAIRWAY WIDTH: 34" (30000 SQ. FT. CLEAR)

EGRESS STAIRWAY WIDTH: 34" (30000 SQ. FT. CLEAR)

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

NOTE:  
1. SMOKE DETECTORS THROUGHOUT



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

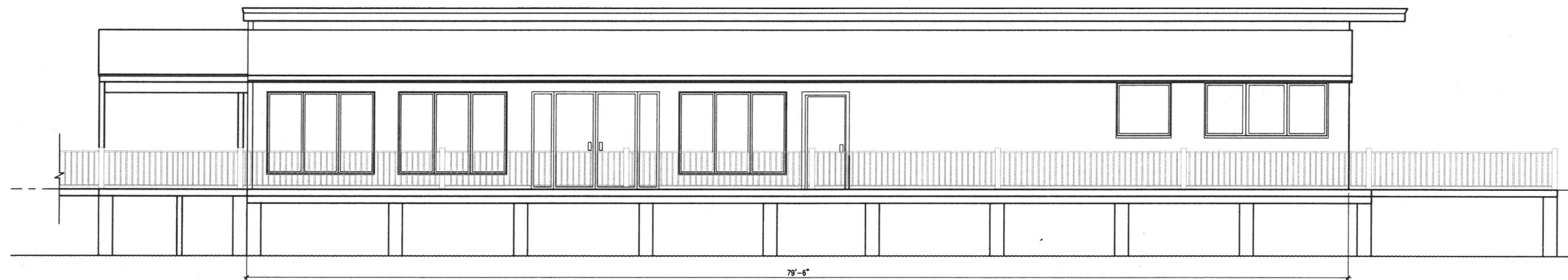
Seal:

Consultants:

Submissions / Revisions:




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



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

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

Drawing Size | Project #  
 24x36 | 18028

Title:  
 MARINA  
 BUILDING  
 EXISTING  
 ELEVATIONS

Sheet Number:

**AE-3.2**

Seal:

Consultants:

Submissions / Revisions:

Submissions / Revisions:

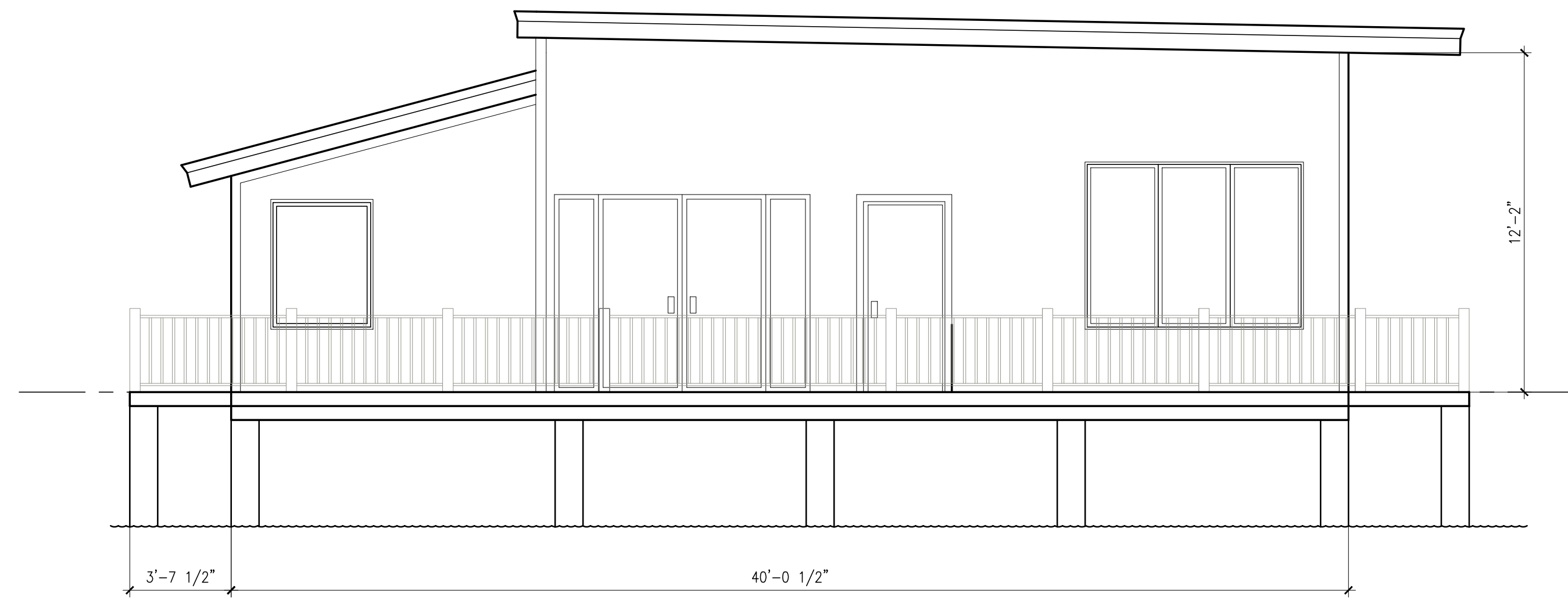
**2407-2409 NORTH  
ROOSEVELT BLVD.**  
KEY WEST, FL

Drawing Size: 24x36 | Project #: 18028

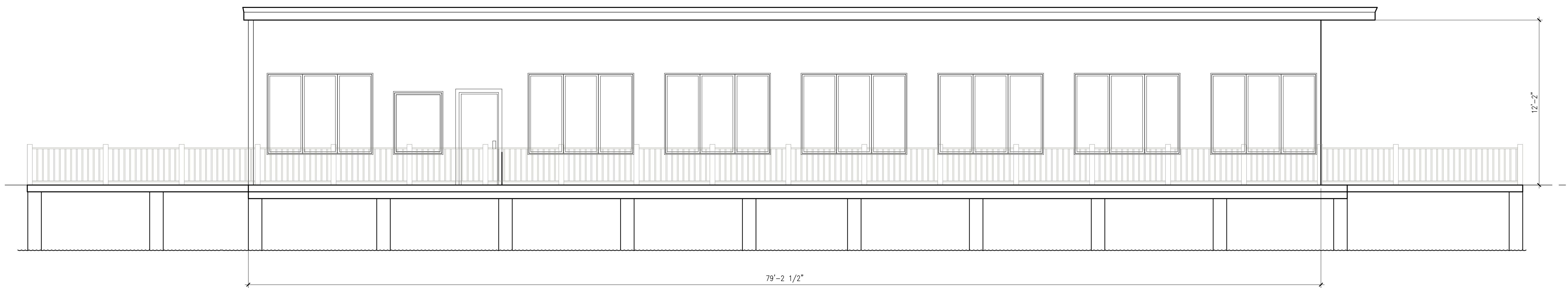
Title:  
**MARINA  
BUILDING  
EXISTING  
ELEVATIONS**

Sheet Number:

**AE-3.1**



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

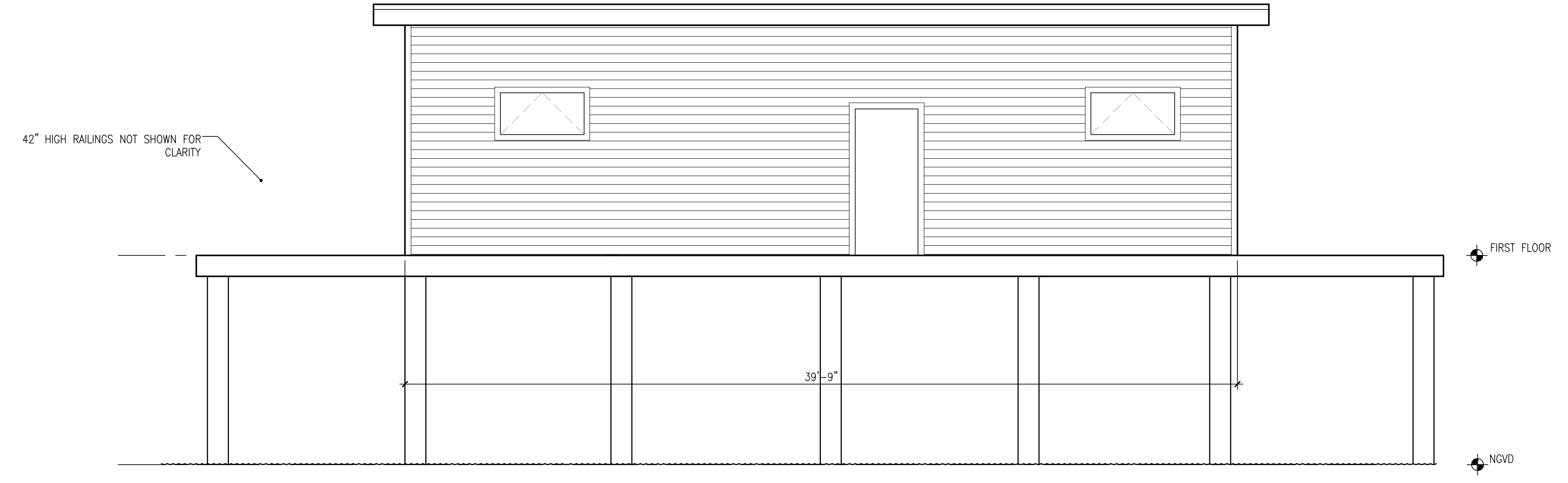


**2**  
MARINA BUILDING - EXISTING NORTH ELEVATION  
AE3.1 SCALE: 1/4"=1'-0"

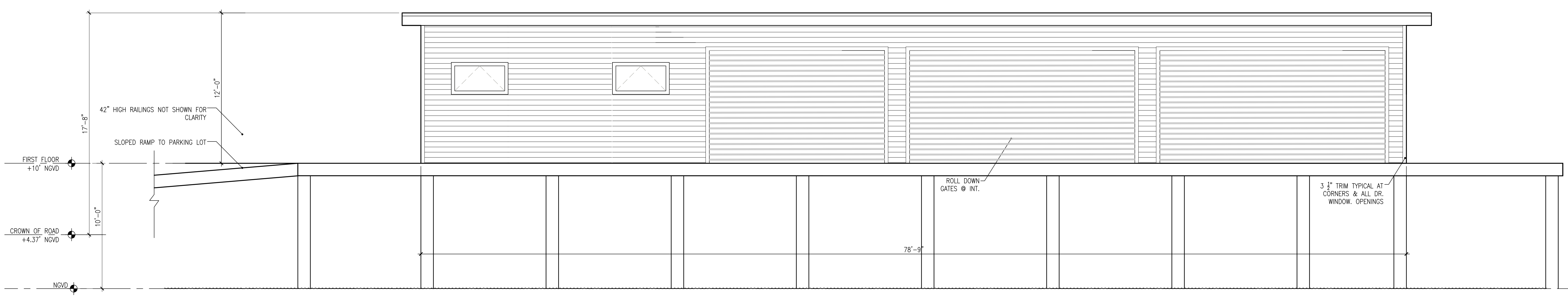
Seal:

Consultants:

Submissions / Revisions:

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



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

2407-2409 NORTH  
ROOSEVELT BLVD.  
KEY WEST, FL

Drawing Size: 24x36 | Project #: 18028

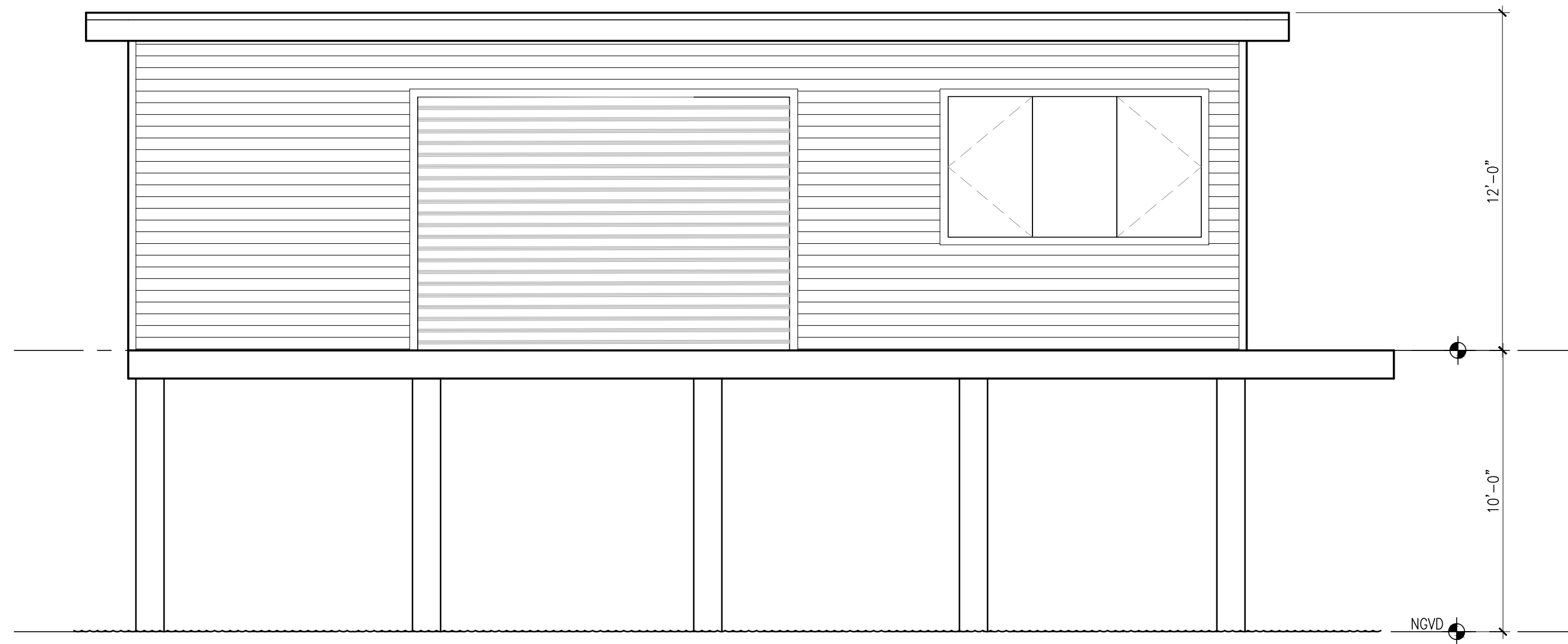
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MARINA CLUBHOUSE:  
PROPOSED ELEVATIONS

Sheet Number:

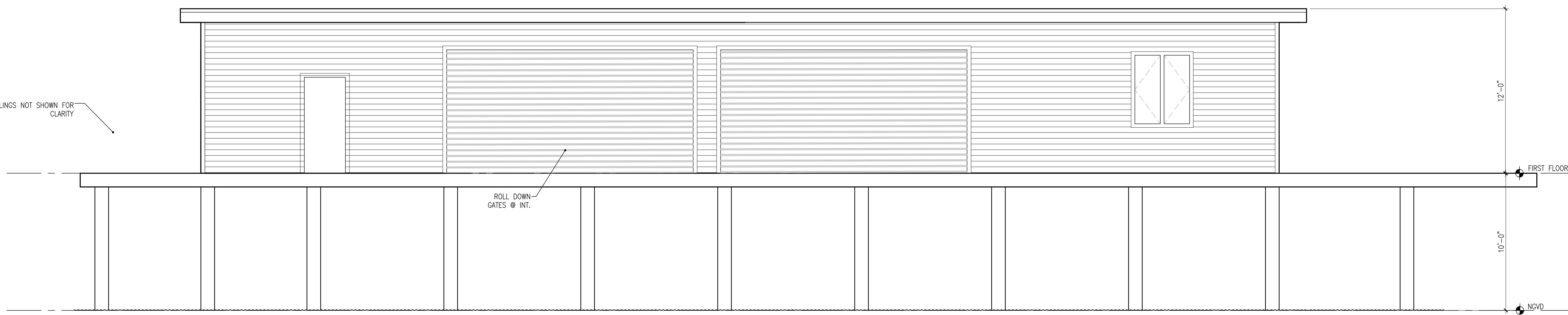
**A-3.1**

Date: - SEPTEMBER 25, 2018

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



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

Seal:

Consultants:

Submissions / Revisions:

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

Drawing Size: 24x36 | Project #: 18028

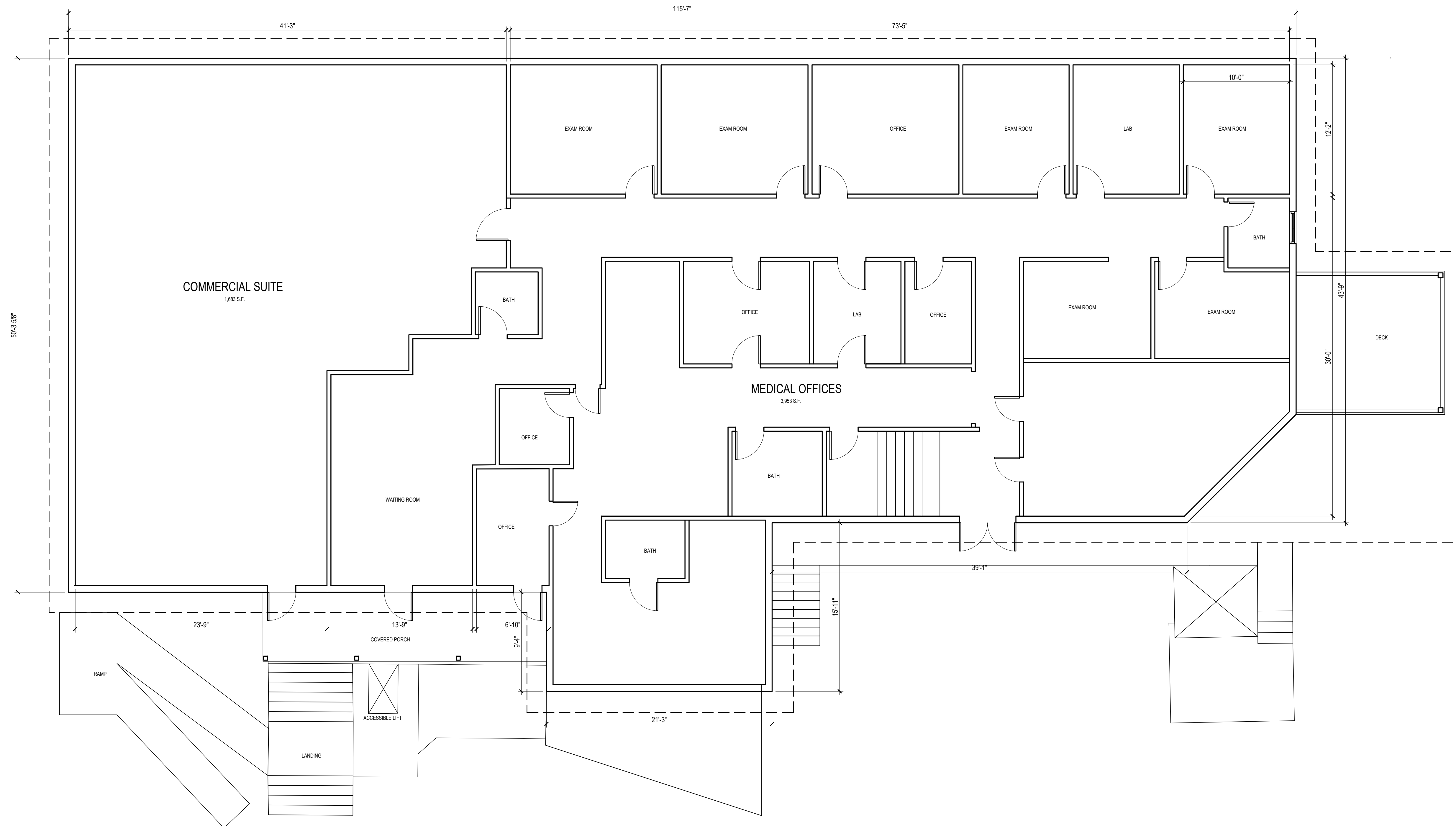
Title:  
 THE MARINA CLUBHOUSE:  
 PROPOSED ELEVATIONS

Sheet Number:  
**A-3.2**

Seal:

Consultants:

Submissions / Revisions:

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

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

Drawing Size: 24x36 | Project #: 18028

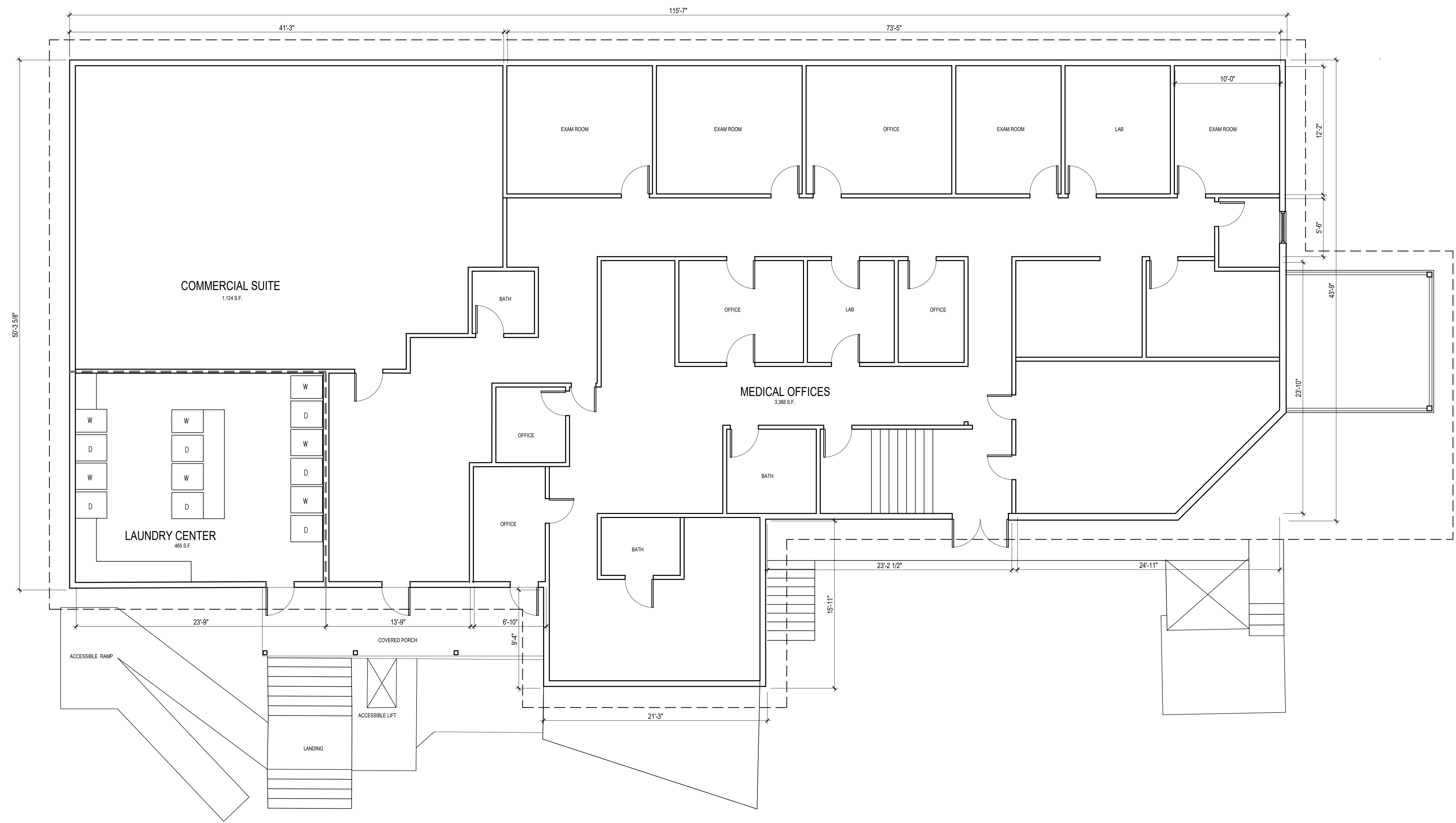
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**MAIN BUILDING - EXISTING FLOOR PLAN**

Sheet Number:  
**AE-2.1**

Seal:

Consultants:

Submissions / Revisions:



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

Drawing Size: 24x36 | Project #: 18028

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

Sheet Number:

**A-2.1**

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



# **Authorization Form**

City of Key West  
Planning Department



Authorization Form  
(Individual Owner)

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

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

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

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

*Richard C. Walker*  
*Signature of Owner*

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

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

Owen Trepanier  
*Name of Authorized Representative*

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

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

 **MARY M. FELGER**  
MY COMMISSION # DD 997122  
EXPIRES: September 29, 2014  
Bonded Thru Budget Notary Services

997122  
*Commission Number, if any*

# Verification Form

City of Key West  
Planning Department



Verification Form

(Where Authorized Representative is an Entity)

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

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

2407 & 2409 N Roosevelt Blvd

*Street Address of subject property*

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

*Signature of Authorized Representative*

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

Owen Trepanier  
*Name of Authorized Representative*

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

*Notary's Signature and Seal*

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

FF913801  
*Commission Number, if any*



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