

April 18, 2013

Prepared by and, after recording,
return to:

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Parcel ID Numbers 00064950-000000,
00065550-000000, 00065530-000000,
00065540-000000, 00065060-000000,
and 00064940-000000.

**AMENDED AND RESTATED DEVELOPMENT AGREEMENT FOR
THE KEY WEST HOTEL COLLECTION**

THIS DEVELOPMENT AGREEMENT is entered into by and between JRC Key West Hotel, LLC, an Illinois limited liability company; RFA Key West LLC, an Illinois limited liability company; RFA Key West II, LLC, a Florida limited liability company; AVA Key West, LLC, an Illinois limited liability company; JL Key West, LLC, an Illinois limited liability company; JL Key West II, LLC, a Florida limited liability company; JLW Key West 1, LLC, a Florida limited liability company; and JLW Key West 2, LLC, a Florida limited liability company (herein collectively referred to as the “Owners”), and the CITY OF KEY WEST, a Florida municipal corporation (herein the “City”) (collectively the “Parties”), pursuant to Sections 90-676 through 90-692 of the City Code and the Florida Local Government Development Agreement Act, Sections 163.3220-163.3248, Florida Statutes (2012), and is binding on the “Effective Date” set forth herein.

WITNESSETH:

WHEREAS, the Owners are the owners of six (6) contiguous properties with mailing addresses at 3800, 3820, 3824, 3840, 3850 and 3852 North Roosevelt Boulevard and 1185 20th Street in the City of Key West, comprising approximately 17 acres, more particularly described in the legal descriptions and Surveys attached as Composite Exhibit “A” and incorporated herein (“Property”); and

WHEREAS, the Property is designated General Commercial (“GC”) under the City’s Comprehensive Plan and Land Development Regulations;

WHEREAS, the Property is currently developed with the following uses:

3852 North Roosevelt Boulevard (RE# 00065060-000000): one (1) hotel with 133 transient units (currently the Days Inn) and a 2,012 square foot restaurant (currently the Waffle House);

3850 North Roosevelt Boulevard (RE#00064940-000000): one (1) hotel with 141 transient units (currently the Lexington Inn) and a 6,226 square foot restaurant (currently In Kahoots);

3824 North Roosevelt Boulevard (RE#00065550-000000): one (1) hotel with 100 transient units (currently the Quality Inn) and one market rate residential unit;

3820 North Roosevelt Boulevard (RE#00065530-000000): one (1) hotel with 145 transient units (currently the Comfort Inn);

3840 North Roosevelt Boulevard and 1185 20th Street (RE#00064950-000000): the Conch Tour Train Station and Tourist Visitor Center, and sixteen (16) affordable renter occupied residential dwelling units and one (1) market rate residential unit;

3800 North Roosevelt Boulevard (RE#00065540-000000): one (1) 6, 151 square foot restaurant (the former El Maison de Pepe, currently vacant),

f or a cumulative total of 519 transient units, sixteen affordable housing units, and two market rate residential units on the Property, and commercial uses; and

WHEREAS, in 2007 the then owners of the Property submitted an application for Major Development Plan and Conditional Use with Variances to the City for the redevelopment of the property into a large scale hotel, convention center and multimodal transportation center; and

WHEREAS, on March 7, 2007, the City Commission, in its capacity as the Board of Adjustment, approved Resolution No. 07-083 granting a variance to the off-street parking regulations in the City Code for the redevelopment of the Property (Exhibit “B”); and

WHEREAS, on May 1, 2007, the City Commission approved Resolution No. 07-164 granting Major Development Plan and Conditional Use approval for the redevelopment of the Property consistent with the approved Site Plans dated April 1, 2007 (Exhibit “C” ;“2007 Development Plan”); and

WHEREAS, on March 12, 2009, the then Owners and the City entered into a Development Agreement for the phased redevelopment of the Property through Resolution 09-059 and attached herein as Exhibit “D” (“2009 Development Agreement”); and

WHEREAS, pursuant to Sections 90-678 and 90-679 of the City Code, and after consultation with the City Planning Department, the Owner requested that the City Commission consider an amended Development Agreement (“2013 Development Agreement” or “this Development Agreement”); and

WHEREAS, the Owner is pursuing the appropriate approvals for the redevelopment of the existing infrastructure and uses, proposed in two phases, and

WHEREAS, the phased development authorized under this 2013 Development Agreement shall be consistent with the “Conceptual Site Plan” attached as Exhibit “E” for “Phase 1” and “Phase 2.” The first phase (Phase 1) consists of the renovation of four existing hotels; the second phase of redevelopment (Phase 2) consists of the redevelopment of the remaining two parcels for commercial uses and affordable housing units .

WHEREAS, the City has held public hearings to accept and encourage public input with respect to this Development Agreement, and has considered such public input; and

WHEREAS, the City has provided public notice of the parties’ intent to consider entering into this Development Agreement by publishing an advertisement in a newspaper of general circulation and readership in the City and mailing notice to the persons and entities shown on the most recent Monroe County Tax Roll to be the owners of property lying within 500 feet of the boundaries of the Property subject to this Agreement; and

WHEREAS, the City Planning Board held an advertised public hearing on April 18, 2013, to consider this Development Agreement, and received and considered the comments and recommendations of the City staff and members of the public, and issued a recommendation of approval to the City Commission; and

WHEREAS, the City Commission held an advertised public hearing on May 21, 2013, to consider the Development Agreement, and received and considered the comments and recommendations of the City staff, the Planning Board, and members of the public and granted approval of this Development Agreement; and

WHEREAS, the City has determined that the attached Conceptual Site Plan for the Phase 1 and Phase 2 Redevelopment as described herein, is consistent with the allowed uses,

densities and intensities of the City's Comprehensive Plan and Land Development Regulations, meets concurrency requirements, and is compatible with surrounding land uses; and

WHEREAS, the City has determined that this Development Agreement is in the public interest and will further the health, safety and welfare of the residents of the City of Key West.

NOW, THEREFORE, in consideration of the mutual promises and undertakings contained herein, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

A. RECITALS. The recitals set forth in the preceding "Whereas" clauses are incorporated herein and form a material part of this Agreement.

B. DEFINITIONS. For the purposes of this Agreement, the terms enumerated below shall have the following prescribed meanings. Terms not defined in this Agreement shall be as defined, first, to the extent not inconsistent with applicable state or federal law, in the City Code, and subsequently in Chapter 163, Florida Statutes, or, if not defined in the Code or statute, shall be understood according to their usual and customary meanings.

1. "Affordable Work Force Housing" means housing as defined in Sections 122-1465 through 122-1472 of the City Code.

2. "Architect of Record" means the licensed Landscape and Architectural firm of Cooper Carry, Atlanta, Georgia.

2. "Building Permit Allocation" means a permit allocation under Division 3 of Article X of the City Code.

3. “Conceptual Site Plan” refers to the attached conceptual plan of the Property (Exhibit “E”) that demonstrates the general concepts for future construction of Phase 1 and Phase 2.

4. “Effective Code” means the Code of Ordinances of the City of Key West in effect on the Effective Date, as defined in Section 6 below.

5. “Effective Comprehensive Plan” means the City’s Comprehensive Plan in effect on the Effective Date.

6. “Effective Date” shall refer to the date that this Development Agreement becomes legally effective, as set forth in Section 32 below.

7. “Key West Hotel Collection Project” refers to the redevelopment and renovation of four existing hotels (Phase 1 Redevelopment), together with the redevelopment of two parcels for commercial uses (Phase 2 Redevelopment) and the existing and new affordable housing units, on six (6) contiguous properties of approximately 17 acres with mailing addresses at 3800, 3820, 3824, 3840, 3850 and 3852 North Roosevelt Boulevard and 1185 20th Street in the City of Key West, Florida.

8. “Major Development Plan Approval” shall mean the approval by the City Commission of the Development Plan for Phase 1 and Phase 2, respectively. The Site Plans for the Major Development Plan shall identify each individual property within Phase 1 alphabetically as Site A, Site B, Site C, and Site D and within Phase 2 as Site E and Site F, consistent with the Conceptual Site Plan.

9. “Phase 1 Redevelopment Plan” or “Phase 1” shall refer to the redevelopment of Properties located at 3852 North Roosevelt Boulevard (Site A - RE# 00065060-000000), 3850

North Roosevelt Boulevard (Site B - RE#00064940-000000), 3824 North Roosevelt Boulevard (Site C - RE#00065550-000000), and 3820 North Roosevelt Boulevard (Site D - RE#00065530-000000) (also known as Site A, Site B, Site C and Site D on the Conceptual Site Plan), for the uses, densities and intensities permitted by this Development Agreement, subject to Major Development Plan approval.

10. “Phase 2 Redevelopment Plan” or “Phase 2” shall refer to the redevelopment of Properties located at 3840 North Roosevelt Boulevard (also with an address of 1185 20th Street), (Site E - RE# 00064950-000000 and 3800 North Roosevelt Boulevard (Site F - RE#00065540-000000), respectively referred to as Site E and Site F on the Conceptual Site Plan, for the uses, densities and intensities permitted by this Development Agreement, subject to Major Development Plan approval.

11. “Property” or “Properties” shall refer to the six (6) adjacent parcels described in Composite Exhibit “A” that are the subjects of this Development Agreement.

12. “Public facilities” shall mean those facilities identified in Section 163.3221 (13), Florida Statutes (2012).

C. TERMS OF AGREEMENT.

1. Legal Description; Ownership and Equitable Interests in the Property. The legal description of the Property subject to this Development Agreement is attached as Composite Exhibit “A” and incorporated herein by reference. The Owners of the Property as of the date of execution of this Development Agreement are JLW Key West 1, LLC, a Florida limited liability company; JLW Key West 2, LLC, a Florida limited liability company; JRC Key West Hotel, LLC, an Illinois limited liability company; AVA Key West, LLC, an Illinois limited

liability company; JL Key West LLC, an Illinois limited liability company; J L Key West II, LLC, a Florida limited liability company; RFA Key West LLC, an Illinois limited liability company; and RFA Key West II, LLC, a Florida limited liability company. There are no other legal owners of the Property known to the parties to this Development Agreement.

2. Duration of Agreement; Renewal. This Development Agreement shall remain in effect for a period of ten (10) years, commencing on the Effective Date. This Development Agreement may be renewed or extended as provided herein.

3. Existing Development. The Property is located in the City of Key West at the following physical addresses, also identified alphabetically by Site as shown on the Conceptual Site Plan:

Site A - 3852 North Roosevelt Boulevard (RE# 00065060-000000): one (1) hotel with 133 transient units (currently the Days Inn) and a 2,012 square foot restaurant (currently the Waffle House), FAR: 0.494, Square footage: 77,472 square feet, maximum height of existing buildings: 27'-9" and 138 parking spaces.

Site B - 3850 North Roosevelt Boulevard (RE#00064940-000000): one (1) hotel with 141 transient units (currently the Lexington Inn) and a 6,226 square foot restaurant (currently In Kahoots), FAR: 0.494, Square footage: 87, 787 square feet, maximum height of existing buildings: 37'5", and 186 parking spaces.

Site C - 3824 North Roosevelt Boulevard (RE#00065550-000000): one (1) hotel with 100 transient units (currently the Quality Inn), FAR: 0.446, Square footage: 55, 166 square feet, maximum height of existing buildings: 30'-1.5", 139 parking spaces, and one (1) market rate residential unit.

Site D –3820 North Roosevelt Boulevard (RE#00065530-000000): one (1) hotel with 145 transient units (currently the Comfort Inn), FAR: 0.668, Square footage: 91, 882 square feet, maximum height of existing buildings: 69’-3”, and 150 parking spaces.

Site E - 3840 North Roosevelt Boulevard and 1185 20th Street (RE#00064950-000000): the Conch Tour Train Station and Tourist Visitor Center, and sixteen (16) deed restricted affordable renter occupied residential dwelling units (Exhibit J), existing FAR : 0.316, property area: 78, 259 square feet, building area: 24, 713 square feet, 50 parking spaces, and one market rate rental unit.

Site F - 3800 North Roosevelt Boulevard (RE#00065540-000000): one (1) 6, 151 square foot restaurant (the former El Maison de Pepe, currently vacant), existing FAR: 0.090, property area: 83, 445 square feet, building area: 7, 481 square feet, and 51 parking spaces.

4. Proposed Development: Phase 1 and Phase 2 Redevelopment Plan. The redevelopment proposed as Phase 1 and Phase 2, as shown on the Conceptual Site Plan, is subject to Major Development Plan approval for each Phase, respectively, by the City Commission.

Phase 1 - The proposed Phase 1 Redevelopment consists of renovations to four (4) existing hotels located on Sites A, B, C, and D on the Conceptual Plan, and site improvements, as follows:

Site A - 3852 North Roosevelt Boulevard (RE# 00065060-000000): Renovation of 133 existing transient units. Demolition of an existing restaurant to be replaced with a new building for lobby and registration uses.

Site B - 3850 North Roosevelt Boulevard (RE#00064940-000000): Renovation of 141 existing transient units. Demolition of existing restaurant space to be replaced with a new building for lobby and registration uses.

Site C - 3824 North Roosevelt Boulevard (RE#00065550-000000): Renovation of 100 transient units. Demolition of existing lobby and renovation for lobby and registration uses.

Site D - 3820 North Roosevelt Boulevard (RE#00065530-000000): Renovation of 145 transient units and existing ground floor areas for lobby and registration uses (ground floor) and retail use and restaurant uses.

Phase 2 - The proposed Phase 2 consists of: a) the development of a minimum of ten, and a maximum of twenty, new affordable housing units, and b) the redevelopment or renovation of the existing commercial buildings and all site improvements associated with the properties, and c.) the option to redevelop the existing 16 affordable housing units as follows:

Site E - 3840 North Roosevelt Boulevard and 1185 20th Street (RE#00064950-000000): Commercial development and the potential development of affordable housing consistent with the Comprehensive Plan and Land Development Regulations established by this Development Agreement

Site F - 3800 North Roosevelt Boulevard (RE#00065540-000000): Commercial development and the potential development of affordable housing consistent with the Comprehensive Plan and Land Development Regulations established by this Development Agreement

a. Uses, Densities and Intensities. In all cases the redevelopment proposed shall be consistent with existing or allowed uses, densities and intensities as described above. No new transient units are proposed in any Phase of this development.

b. Screening from Adjacent Residential Uses. Phase 1 and Phase 2 Redevelopment shall be screened from adjacent residential areas. The Owner shall install a solid composite fence a minimum of six (6) feet in height and a vegetated buffer along the exterior perimeter of Sites A and B, and along the Western length of Site E, and the Eastern length of Site F adjacent to all residential properties, as depicted on the Conceptual Site Plan. The Owner shall install a solid composite fence along the exterior perimeter of Sites C, D, E, and F adjacent to North Side Drive and a vegetated landscape buffer, both as depicted on the Conceptual Site Plan. The Owner shall be responsible for obtaining a Landscape Waiver pursuant to Code Section 108-517 if the extent of the buffer requirements cannot be met; however, the granting of a Landscape Waiver in no way exempts the Owner from installing the fence and vegetated landscape buffer described above.

c. Signage. A Signage Plan will be submitted to the City Planning Department for approval prior to the issuance of building permits for the Phase 1 and Phase 2 Redevelopment. This Signage Plan will incorporate existing signage as well as proposed new signage.

d. Building Heights. No new building shall exceed the height allowed by the Land Development Regulations in effect at the time of Major Development Plan application submittal applicable to the Property.

e. **Parking.** The Property shall meet parking design standards and off-street parking requirements for the proposed uses on a site-by-site basis. Owner is responsible for obtaining relief from the City to allow an increase in the number of compact spaces permitted under Code Section 108-646.

f. **Landscaping.** The landscaping shall be maintained in accordance with an approved Landscape Plan and Maintenance Plan, which shall be provided to the Planning Department before a certificate of occupancy is issued or before final inspection of the site in question.

g. **Lighting.** A Lighting Plan, consistent with Dark Sky Lighting standards, which shall be submitted to the Planning Department as part of the Major Development Plan application submittal for Phase 1 and Phase 2, respectively.

h. **Site Design.** Subject to the provisions of Section 17 below, the Phase 1 and Phase 2 Redevelopment Major Development Plan applications shall be consistent with all bulk and site design requirements (including but not limited to floor area ratios, open space, setbacks and buffering, lighting, landscaping, and stormwater management) prescribed in the City Code in effect at the time of the Major Development Plan application submittal except for the density, intensity, and allowed uses that are established as of the Effective Comprehensive Plan and Effective Code through this Development Agreement.

5. Conceptual Site Plan; Minor Revisions.

a. The Conceptual Site Plan for the Key West Resort dated February 28, 2013, prepared by the Architect of Record is attached as Exhibit “E” and incorporated herein. The Conceptual Plan is not dimensioned but consists of the general building location and

configuration of the structures and the parking and landscape areas on the site for Phase 1 and Phase 2 Redevelopment Plan and is hereby approved by this Development Agreement. All subsequent site plans, site plan approvals, and building permits shall comply with the Conceptual Site Plan; provided, however, that the site plans that are submitted for Major Development Plan review for Phase 1 and Phase 2, respectively, may deviate from the Conceptual Site Plan : (1) to accommodate minor refinements to the Phase 1 and 2 Redevelopment Plan made by the Owner, including minor shifts in the locations of structures, roadways, pathways, and swimming pool configuration; (2) to accommodate minor modifications that are necessary to meet regulatory requirements of the Florida Department of Transportation (FDOT) or other regulatory entity; or (3) to redevelop existing and accommodate additional affordable housing units and associated uses.

6. Phasing. Phase 1 and Phase 2 Redevelopment shall each be developed in one or more construction phases as provided for in this Development Agreement. Phase 1 Redevelopment is expected to begin in 2013 and Phase 2 Redevelopment is expected to commence before the end of 2014.

7. Access; Traffic Flow; Coordination.

a. All vehicular and pedestrian entrances and exits to the Property from and to North Roosevelt Boulevard shall be completed prior to the issuance of final certificates of occupancy and or final inspection for any principal structure. The service road access locations connecting North Roosevelt Boulevard to North Side Drive on Site D shall permit drive through access for emergency vehicles only. Pedestrian access from North Side Drive providing access to the affordable housing development on Site E shall be maintained.

b. The parties recognize that FDOT and the City have plans to resurface North Roosevelt Boulevard and the intersection of U.S. 1. Prior to the commencement of construction, the Owner shall coordinate the construction plan with FDOT to ensure that construction for redevelopment of the Property does not negatively affect traffic flow or the North Roosevelt Boulevard intersection improvement plan.

c. The Owner shall coordinate with City staff during the process of obtaining FDOT's approval of the traffic related improvements described above.

8. Additional Development Conditions. The following additional conditions, terms, restrictions, and other requirements have been determined by the City of Key West to be necessary for the public health, safety, and welfare of its citizens and are acknowledged and accepted by the Owners by their execution of this Development Agreement.

a. **Fire Safety.** As part of a Major Development Plan request for Phase 1 and Phase 2 Redevelopment Plan, the Owner shall submit a Life Safety Plan that shall be approved by the Fire Marshal's Office. The location and number of fire hydrants required to be installed on the Property shall be coordinated with the City of Key West Fire Marshal's Office and shall be shown on the Life Safety Plan. All units on the Property (transient and non-transient) shall be sprinkled and shall be shown on the Life Safety Plan.

b. **Timing of Permit Applications.** Prior to submitting a building permit application to the City for the Phase 1 and Phase 2 Redevelopment Plan, the Owner shall submit applications for all necessary permits from state, regional and federal agencies, including but not limited to the South Florida Water Management District, Florida Keys Aqueduct Authority, Keys Energy, and FDOT, as well as the City of Key West Utilities Department.

c. **Impact Fees.** The developer shall pay impact fees according to the City's impact fee ordinance applicable to all development in the City of Key West. Pursuant to City Code Section 54-90 of the Effective Code, the applicable impact fee shall be adjusted to credit trips estimated for pre-existing land uses. Consistent with impact fee doctrine, the applicable impact fee shall be adjusted to credit the value of all right-of-way conveyed by the developer.

d. **Additional Conditions by Mutual Agreement.** Nothing in this Agreement shall preclude the parties from applying additional conditions, by mutual agreement, during final site plan review or permitting.

e. **Green Features.** In an effort to preserve natural resources, conserve money on utilities and to increase marketability the Owner shall, to the extent reasonably feasible, attempt to: i) exceed Florida Building Code Standards for reusable, recyclable and renewable materials in construction; ii) utilize existing cisterns or install new cisterns; and iii) design buildings for capturing of rainwater on site and reusing it for irrigation. In addition, green lodging and sustainable design and operation principles will be applied to the Key West Hotel Collection Project as feasible.

f. **Other Ordinances.** Owner will comply with the currently effective provisions of the Art in Public Places Ordinance and the Sustainability Ordinance, as applicable.

9. **Annual Progress Reports; Notice of Intent to Proceed.** Pursuant to City Code Section 90-688(b), the Owner shall provide the City Planning Department an annual progress report indicating all activities and achievements since the execution of the Development Agreement and, if applicable, since the previous periodic report.

10. Easements: The easements on the Property are attached as Composite Exhibit “F” and incorporated herein.

11. Concurrency and Public Facilities. The required public facilities that will service the Phase 1 and Phase 2 Redevelopment authorized by this Development Agreement, the entity that shall provide the facilities, the date that new facilities, if any, will be constructed, and a schedule to assure public facilities are available concurrent with the impacts of development, are set forth in the Concurrency Report or Statement provided under Chapter 94 of the City Code and under Chapter 163 of Florida Statutes, which is attached as Exhibit “G” and incorporated herein. The required public facilities that will serve the Phase 1 and Phase 2 Redevelopment are as follows:

a. Domestic potable water is provided by Florida Keys Aqueduct Authority. Additional coordination is required with the Authority.

b. Electric service is provided by Keys Energy. Additional coordination is required with the entity.

c. Solid waste service shall be provided by the City of Key West waste handling provider. Recycling of all recyclable material shall be required on each site of the Property.

d. Wastewater treatment shall be provided by City of Key West.

e. Fire service will be provided by the City of Key West Fire Department.

f. All public facilities identified above are available as of the date of this Development Agreement and are projected to be available concurrent with the impacts of the Phase 1 and Phase 2 Redevelopment.

g. Recreational facilities: The Phase 1 and Phase 2 Redevelopment Plan provide for on-site amenities for owners and guests of the Property. The Owner is not required to provide off- site recreational facilities as part of the Phase 1 and Phase 2 Redevelopment.

12. All Permits Approved or Needed.

a. Applications for Major Development Plan approvals shall be submitted for approval by the City Commission for the Phase 1 and Phase 2 Redevelopment, consistent with the Conceptual Site Plan and the Comprehensive Plan and Land Development Regulations in effect at the time of the Major Development Plan application submittal except for the density, intensity, and allowed uses that are established as of the Effective Comprehensive Plan and Effective Code through this Development Agreement. .”

b. The following regional, state, and federal permits are needed for the Phase 1 and Phase 2 Redevelopment authorized by this Development Agreement:

1. FDOT permits for curb cuts on North Roosevelt Boulevard.
2. Storm water permit from the South Florida Water Management District.

c. Nothing in this Development Agreement shall be deemed to obviate the Owner’s compliance with the provisions of each required approval.

13. Mutual Cooperation. The City agrees to cooperate with the Owner in timely providing or granting all permits, licenses, approvals, or consents necessary or appropriate to fully implement this Development Agreement. The City and the Owner agree to cooperate fully with and assist each other in the performance of the provisions of this Development Agreement.

14. Redevelopment to Comply with Permits and City Comprehensive Plan and Code Provisions. The Phase 1 and Phase 2 Redevelopment authorized by this Development Agreement shall be developed in accordance with a Major Development Plan approval and all required permits, and in accordance with all applicable provisions of the Effective Comprehensive Plan and Effective Code as provided herein. No certificate of occupancy issued or final inspection performed for an individual building until all plans for that building are approved by the City and the Owner has complied with all conditions in permits issued by the City and other regulatory entities for that building.

15. Finding of Consistency. The City finds that the Conceptual Plan for Phase 1 and Phase 2 Redevelopment authorized herein is consistent with the Effective Comprehensive Plan and the Effective Code. All development approved pursuant to this Development Agreement shall be consistent with the Conceptual Plan and consistent with the Effective Comprehensive Plan and Effective Code, except as expressly provided in Section 17 of this Development Agreement.

16. Compliance With Permits, Terms, Conditions, and Restrictions Not Identified Herein. The failure of this Development Agreement to address a particular permit, condition, term, or restriction shall not relieve the Owner of the necessity of complying with the law governing said permitting requirements, conditions, terms, or restrictions.

17. Laws Governing.

a. For the duration of this Development Agreement, all approved Phase 1 and Phase 2 Redevelopment of the Property shall comply with and be controlled by this Development Agreement and provisions of the Effective Comprehensive Plan and the Effective

Code. Notwithstanding the immediately preceding sentence, the City agrees that Owner has the option, but not the obligation, to avail itself of more flexible provisions of the City's Comprehensive Plan and Land Development Regulations adopted and in effect after the Effective Date of this Development Agreement as those provisions relate to the requirements of this Development Agreement to provide or develop affordable housing units on the Property.

b. Pursuant to Section 163.3233, Florida Statutes (2012), the City may apply subsequently adopted laws and policies to the Property only if the City holds a public hearing and determines that: (a) the new laws and policies are not in conflict with the laws and policies governing this Development Agreement and do not prevent redevelopment of the land uses, intensities, or densities set forth in this Development Agreement; (b) the new laws and policies are essential to the public health, safety, or welfare, and the City expressly states that it shall apply to a development that is subject to a Development Agreement; (c) the new laws and policies are specifically anticipated and provided for in this Development Agreement; (d) the City demonstrates that substantial changes have occurred in pertinent conditions existing at the time of approval of this Development Agreement; or (e) the Development Agreement is based on substantially inaccurate information supplied by the Owner. However, nothing in this Agreement shall prohibit the parties from mutually agreeing to apply subsequently adopted laws to the Property.

c. If state or federal laws enacted after the effective date of this Development Agreement preclude any party's compliance with the terms of this Agreement, this Development Agreement shall be modified or revoked as is necessary to comply with the relevant state or

federal laws. However, this Development Agreement shall not be construed to waive or abrogate any rights that may vest pursuant to common law.

18. Amendment, Renewal, and Termination. This Development Agreement may be amended, renewed, or terminated pursuant to City Code Section 90-689 as follows:

a. As provided in City Code Section 90-689 and Section 163.3237, Florida Statutes (2012), this Development Agreement may be amended or cancelled by mutual consent of the parties or their successors in interest by an instrument in writing signed by the parties or their successors, as applicable.

b. As provided in Section 163.3229, Florida Statutes (2012), this Development Agreement may be renewed by the mutual consent of the parties, subject to the public hearing requirements in Section 163.3225, Florida Statutes (2012): the City shall conduct at least two (2) public hearings, one of which may be held by the local planning agency at the option of the City. Notice of intent to consider renewal of the Development Agreement shall be advertised approximately seven (7) days before each public hearing in a newspaper of general circulation and readership in the City of Key West, Florida, and shall be mailed to all affected property owners before the first public hearing. The day, time, and place at which the second public hearing will be held shall be announced at the first public hearing. The notice shall specify the location of the land subject to the Development Agreement, the development uses on the Property, the population densities, the building intensities, and height and shall specify a place in which a copy of the Development Agreement can be obtained.

c. Upon written notice to the City as provided herein, this Development Agreement may be terminated by the Owner or its successor(s) in interest for the City's failure to comply with the terms of this Agreement.

d. Pursuant to Section 163.3235, Florida Statutes (2012), this Development Agreement may be revoked by the City if the City finds, on the basis of competent substantial evidence, that there has been a failure to comply with the terms of this Agreement by Owner.

e. This Development Agreement may be terminated by mutual consent of the parties. Such termination shall be in writing by both parties, the Owner and City.

19. Breach of Agreement and Cure Provisions.

a. If the City concludes that there has been a material breach in this Development Agreement, prior to revoking this Agreement, the City shall serve written notice on the Owner identifying the term or condition the City contends has been materially breached and providing the Owner with sixty (60) days from the date of receipt of the notice to cure the breach or negotiate an amendment to this Development Agreement. Each of the following events, unless caused by fire, storm, flood, other Act of God, or events beyond the control of the Owner, shall be considered a material breach of this Development Agreement: (1) failure to comply with the provisions of this Agreement; and (2) failure to comply with terms and conditions of permits issued by the City for the Phase 1 and Phase 2 Redevelopment authorized by this Development Agreement.

b. If the Owner concludes that there has been a material breach in the terms and conditions of this Development Agreement, the Owner shall serve written notice on the City identifying the term or condition that the Owner contends has been materially breached and

providing the City with sixty (60) days from the date of receipt of the notice to cure the breach. The following events, unless caused by fire, storm, flood, other Act of God, or events beyond the control of the City, shall be considered a material breach of this Agreement: failure to comply with the provisions of this Development Agreement; or failure to timely process any application for site plan approval or other development approval required to be issued by the City for the Phase 1 and Phase 2 Redevelopment authorized by this Development Agreement.

c. If a material breach in this Development Agreement occurs and is not cured within the time periods provided above, the party that provided notice of the breach may elect to terminate this Agreement as provided herein or may seek to enforce this Agreement as provided by herein.

d. If the City waives a material breach in this Development Agreement by the Owner, such a waiver shall not be deemed a waiver of any subsequent breach.

20. Notices. All notices, demands, requests, or replies provided for or permitted by this Development Agreement, including notification of a change of address, shall be in writing to the addressees identified below, and may be delivered by any one of the following methods: (a) by personal delivery; (b) by deposit with the United States Postal Service as certified or registered mail, return receipt requested, postage prepaid; or (c) by deposit with an overnight express delivery service with a signed receipt required. Notice shall be effective upon receipt. The addresses and telephone numbers of the parties are as follows:

TO THE OWNER:

Andrew Agostini
J.L. Woode.
401 North Michigan Ave,
Chicago, ILL 60601
Telephone: (312) 363-6000

With a copy by regular U.S. Mail to:

Kerri L. Barsh, Esq.
Greenberg Traurig, P.A.
333 Avenue of the Americas
Miami, FL 33131
Telephone: (305) 579-0772
Fax: (305) 961-.5772

TO THE CITY:

City Planning Director
P.O. Box 1409
Key West, FL 33040
Telephone: (305) 809-3720
Fax: (305) 809-3739

With a copy by regular U.S. Mail to:

City Manager and City Attorney
P.O. Box 1409
Key West, FL 33041-1409
Telephone: (305) 809-3888
Fax: (305) 809-3886

21. Enforcement. In accordance with Section 163.3243, Florida Statutes (2012), any party to this Development Agreement, any aggrieved or adversely affected person as defined in Section 163.3215(2), Florida Statutes (2012), or the state land planning agency may file an action for injunctive relief in the circuit court of Monroe County, Florida, to enforce the terms of this Agreement or to challenge the compliance of this Agreement with the provisions of Sections 163.3220-163.3243, Florida Statutes (2012).

22. Conflicts. In the event of a conflict between the provisions of this Development Agreement and City ordinances, the terms of this Agreement shall control.

23. Binding Effect. This Development Agreement shall be binding upon the parties hereto, their successors in interest, heirs, assigns, and personal representatives.

24. Assignment. This Development Agreement may be assigned by the Owner with written notification to the City.

25. Drafting of Agreement. The parties acknowledge that they jointly participated in the drafting of this Development Agreement and that no term or provision of this Development Agreement shall be construed in favor of or against either party based solely on the drafting of the Agreement.

26. Severability. In the event any provision, paragraph or section of this Development Agreement is determined to be invalid or unenforceable by a court of competent jurisdiction, such determination shall not affect the enforceability or the validity of the remaining provisions of this Agreement.

27. Applicable Law. This Development Agreement was drafted and delivered in the State of Florida and shall be construed and enforced in accordance with the laws of the State of Florida.

28. Use of Singular and Plural. Where the context requires, the singular includes the plural, and the plural includes the singular.

29. Duplicate Originals; Counterparts. This Development Agreement may be executed in any number of originals and in counterparts. All duplicate originals shall bear the

verification of original recordation. Only one original is required to be produced for any purpose.

30. Headings. The headings contained in this Development Agreement are for identification purposes only and shall not be construed to amend, modify, or alter the terms of the Agreement.

31. Entirety of Agreement; Incorporation of Prior Development Approvals. This Development Agreement incorporates or supersedes all prior negotiations, correspondence, conversations, agreements, or understandings regarding the matters contained herein. The 2009 Development Agreement is attached as Exhibit “D” is incorporated herein for the specific purposes enumerated herein, and for no other purpose. The parties agree that there are no commitments, agreements, understandings, or development orders concerning the subjects covered by this Development Agreement that are not contained in or incorporated into this Agreement and, accordingly, no deviation from the terms hereof shall be predicated upon any prior representations, agreements or approvals, whether written or oral. This Development Agreement contains the entire and exclusive understanding and agreement among the parties and may not be modified in any manner except by an instrument in writing signed by the parties.

32. Recording; Effective Date. The Owner shall record this Development Agreement in the public records of Monroe County, Florida, within ten (10) days after the approval of the fully executed Development Agreement by the state land planning agency . A copy of the recorded Development Agreement showing the date, page and book where recorded shall be submitted to the City and to the state land planning agency by hand delivery, registered or certified United States mail, or by a delivery service that provides a signed receipt showing

the date of delivery, within ten (10) days after the Development Agreement is recorded. This Development Agreement shall become effective thirty (30) days after the date that it is recorded in the public records of Monroe County, Florida, and received by the state land planning agency.

33. Date of Agreement. The date of this Development Agreement is the date the last party signs and acknowledges this Agreement.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have set their hands and seals on the dates below written.

JRC KEY WEST HOTEL, LLC,
an Illinois limited liability company

By: RFA Management Company LLC, a Delaware
limited liability company, its manager

_____, 2013

By: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me on this ____ day of _____, 2013, by _____ who is personally known to me or who produced _____ as identification, and who did/did not take an oath.

Notary Public
Name _____

(typed, printed or stamped)

My commission expires:

RFA KEY WEST LLC,
an Illinois limited liability company

By: RFA Investors, LP, a Delaware limited partnership,
its sole member

By: RFA Management Company LLC, a Delaware
limited liability company, its general partner

_____, 2013

By: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me on this ____ day of _____, 2013, by _____ who is personally known to me or who produced _____ as identification, and who did/did not take an oath.

Notary Public
Name _____
(typed, printed or stamped)
My commission expires:

RFA KEY WEST II LLC,
a Florida limited liability company

By: RFA Key West II Manager LLC, a Florida limited liability company, its Manager

By: RFA Investors, LP, a Delaware limited partnership, Manager

By: RFA Management Company LLC, a Delaware limited liability company, its General Partner

_____, 2013

By: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me on this ____ day of _____, 2013, by _____ who is personally known to me or who produced _____ as identification, and who did/did not take an oath.

Notary Public
Name _____
(typed, printed or stamped)
My commission expires:

AVA KEY WEST LLC,
an Illinois limited liability company

_____, 2013 By: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me on this ____ day of _____, 2013, by _____ who is personally known to me or who produced _____ as identification, and who did/did not take an oath.

Notary Public
Name _____
(typed, printed or stamped)
My commission expires:

JL KEY WEST LLC,
an Illinois limited liability company

_____, 2013 By: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me on this ____ day of _____, 2013, by _____ who is personally known to me or who produced _____ as identification, and who did/did not take an oath.

Notary Public
Name _____
(typed, printed or stamped)
My commission expires:

JL Key West II, LLC,
a Florida limited liability company

By: JL Key West II Manager LLC, its Manager

_____, 2013

By: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me on this ____ day of _____, 2013, by _____ who is personally known to me or who produced _____ as identification, and who did/did not take an oath.

Notary Public
Name _____
(typed, printed or stamped)
My commission expires:

JLW Key West 1, LLC,
a Florida limited liability company

By: SH7, Inc., a Florida corporation, its Managing
Member

_____, 2013 By: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me on this ____ day of _____, 2013, by _____ who is personally known to me or who produced _____ as identification, and who did/did not take an oath.

Notary Public
Name _____
(typed, printed or stamped)
My commission expires:

JLW Key West 2, LLC,
a Florida limited liability company

By: SH7, Inc., a Florida corporation, its Managing
Member

_____, 2013 By: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me on this ____ day of _____, 2013, by _____ who is personally known to me or who produced _____ as identification, and who did/did not take an oath.

Notary Public
Name _____
(typed, printed or stamped)
My commission expires:

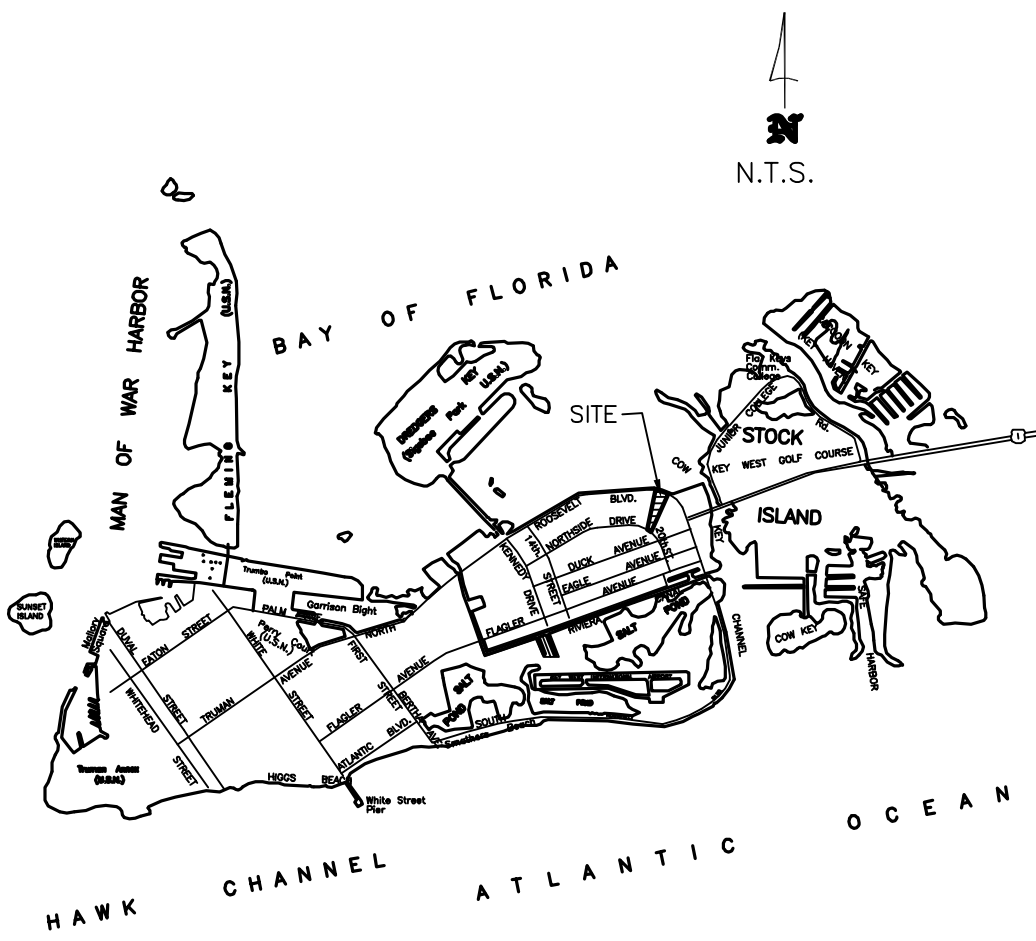
CITY OF KEY WEST

_____, 2013 By: _____

CITY CLERK`

MIA 183,061,722v6 2-8-13MARTOSE134251.010100

COMPOSITE EXHIBIT "A"
LEGAL DESCRIPTIONS AND SURVEYS



LOCATION MAP
City of Key West & Stock Island

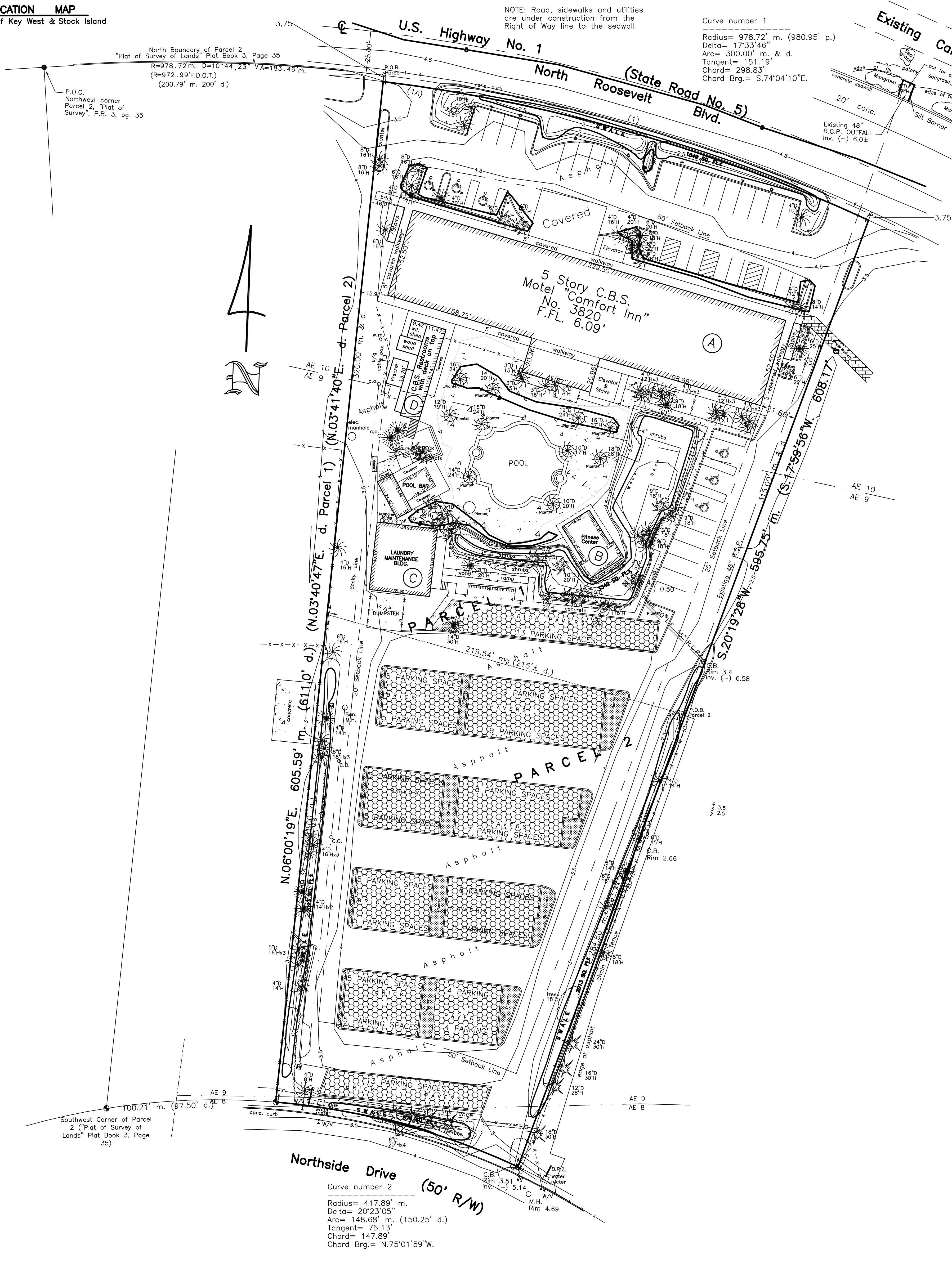
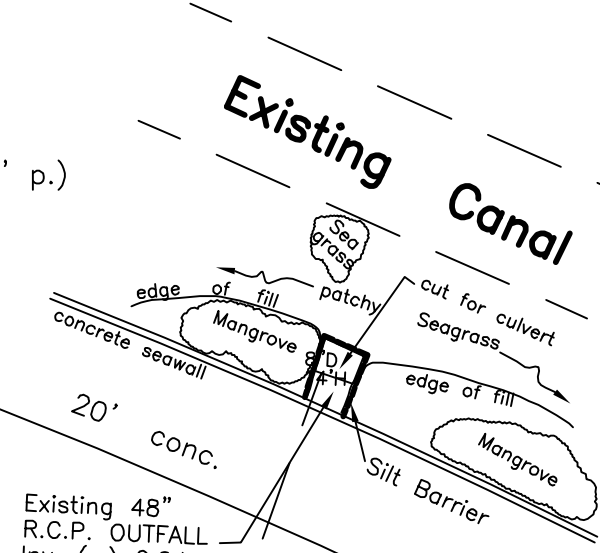
North Boundary of Parcel 2
"Plot of Survey of Lands" Plat Book 3, Page 35
R=978.72 m. D=10°44'23" VA=183.46 m.
(R=972.99 F.D.O.T.)
(200.79' m. 200' d.)

P.O.C.
Northwest corner
Parcel 2, "Plot of
Survey", P.B. 3, pg. 35

NOTE: Road, sidewalks and utilities
are under construction from the
Right of Way line to the seawall.

Curve number 1
Radius= 974.97' m. (980.95' p.)
Delta= 17°33'46"
Arc= 297.07' m. & d.

Curve number 1
Radius= 978.72' m. (980.95' p.)
Delta= 17°33'46"
Arc= 300.00' m. & d.
Tangent= 151.19'
Chord= 298.83'
Chord Brg.= S.74°04'10"E.



Curve number 2
Radius= 417.89' m.
Delta= 20°23'05"
Arc= 148.68' m. (150.25' d.)
Tangent= 75.13'
Chord= 147.89'
Chord Brg.= N.75°01'59"W.

Southwest Corner of Parcel
2 ("Plot of Survey of
Lands" Plat Book 3, Page
35)

JL WOOD, LTD - Comfort Inn 3820 North Roosevelt Blvd., Key West, FL.			
BOUNDARY SURVEY		Dwn No.: 12-374D	
Scale: 1"=30'	Ref. 146-59	Flood panel No. 1509 K	Dwn. By: F.H.H.
Date: 9/1/99		Flood Zone: AE	Flood Elev. 8-10'
REVISIONS AND/OR ADDITIONS			
6/27/08: Update			
8/7/06: Update, cert, parking, alta survey			
12/20/12: Updated, trees, grades			
C:\Drawing\Key West\comfort & radisson\comfort			

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

LEGAL DESCRIPTION:

Parcel No. 1
On the Island of Key West, Monroe County, State of Florida, part of Parcel2 as shown on the Plat of Survey of Lands on the Island of Key West, Monroe County, Florida as recorded in Plat Book 3, Page 35 of the Official Records of Monroe County, Florida, being more particularly described by metes and bounds as follows:
Commence at the Northwest corner of said Parcel 2; said Northwest corner being Northwest of and 2276.93 feet (measure along the South right of way curb line of North Roosevelt Boulevard) distant from the Northwest corner of Block 15 of the "KEY WEST FOUNDATION COMPANY'S PLAT NO. 2" as recorded in Plat Book 1, Page 189 of the Official Records of Monroe County, Florida; and run thence Easterly along the North boundary of said Parcel 2 for a distance of 200 feet to the Point of Beginning of the parcel of land being described herein; thence continue Easterly along the North boundary of said Parcel 2 for a distance of 300 feet; thence run South 17 degrees 59 minutes 56 seconds West for a distance of 315 feet; thence run Northwesterly for a distance of 215 feet, more or less, to a point that bears South 3 degrees 40 minutes 47 seconds West of and 320 feet distant from the Point of Beginning; thence run North 3 degrees 40 minutes 47 seconds East for a distance of 320 feet, back to the Point of Beginning.

Parcel No. 2
On the Island of Key West, Monroe County, State of Florida, part of Parcel 2 as shown on the Plat of Survey of Lands on the Island of Key West, Monroe County, Florida as recorded in Plat Book 3, Page 35, of the Official Records of Monroe County, Florida, being more particularly described by metes and bounds as follows:
Commence at the Northwest corner of said Parcel 2, said Northwest corner being Northwest of and 2276.93 feet (measured along the South right of way curb line of North Roosevelt Boulevard) distant from the Northeast corner of Block 15 of the KEY WEST FOUNDATION COMPANY'S PLAT NO. 2, as recorded in Plat Book 1, page 189 of the Official Records of Monroe County, Florida; and run thence Easterly along the North boundary of said Parcel 2 for a distance of 500 feet; thence run South 17 degrees 59 minutes 56 seconds West for a distance of 315 feet to the Point of Beginning of the parcel of land being described herein; thence continue South 17 degrees 59 minutes 56 seconds West for a distance of 293.17 feet to the South boundary of said Parcel 2; thence run Westerly along the South boundary of said Parcel 2 for a distance of 150.25 feet to a point that lies 97.50 feet distant from and Easterly of the Southwest corner of said Parcel 2, measured along the South boundary of the said Parcel 2; thence run North 3 degrees 41 minutes 40 seconds East for a distance of 291 feet; thence run Southeasterly for a distance of 215, more or less, back to the Point of Beginning.

LESS
Parcel 164
CA Ponion of Parcel ID Nos. 00065540-000000 with a property address of 3800 N. Roosevelt (El Meson De Pepe Property)Blvd. and 00065530000000 with a property address of 3820 N. Roosevelt Blvd (Radisson Inn Property)

On the Island of Key West Monroe County, Florida being a Portion of that certain Exception Area from Parcel 3 of Plat of Survey (on two sheets) Part of Lands formerly owned by Key West Improvement Inc., according to the plat thereof, as recorded in Plat Book 4, at Page 69, of the Public Records of Monroe County, Florida and a portion of Parcel 2 in Plat of Survey of Lands on Island of Key West, Monroe County, Florida, according to the plat thereof, as recorded in Plat Book 3, at Page 35, of the Public Records of Monroe County, Florida, more particularly described as follows:

Beginning at the Point of intersection of the Easterly line of the previously described Exception Area and the Existing Southerly Right-of-Way line of State Road No. 5, North Roosevelt Boulevard, as shown on the Florida Department of Transportation Right-of-Way map for State Road No.5, Section 90010, said Point also being that certain Corner established by John P. Goggin as shown on the above mentioned Plat of Plat of Survey (on two sheets) Part of Lands formerly owned by Key West Improvement Inc., said point also being on a circular curve concave to the South, and said point bears N 03°34'58" W from the center of said curve; Thence Westerly, along the Mc of said curve to the left, and along the Existing Southerly Right-of-Way line of said State Road No. 5, North Roosevelt Boulevard, having a radius of 972.99 feet and a central angle of 00°01'22" for a distance of 0.39 feet to the point of tangency; Thence S 86°23'39" W, along the Existing Southerly Right-of-Way line of said State Road No. 5, North Roosevelt Boulevard, for a distance of 16.47 feet; Thence S03°36'20"E, departing the previously described Right-of-Way line, for a distance of 3.75 feet to a point on a line parallel with and 3.75 feet Southerly of, as measured at right angles, the Existing Southerly Right-of-Way line of said State Road No. 5, North Roosevelt Boulevard; Thence N86°23'40"E, along the previously described line, for a distance of 16.47 feet to a point of curvature of a circular curve concave to the South, said curve also being 3.75 feet Southerly of and concentric with the Existing Southerly Right-of-Way line of said State Road No. 5, North Roosevelt Boulevard; Thence Northeasterly, along the arc of said curve to the right, having a radius of 969.24 feet and a central angle of 28°27'39" for a distance of 481.45 feet; Thence N 20°17'52"E departing the previously described curve, for a distance of 3.76 feet to a point on the Existing Southerly Right-of-Way line of said State Road No. 5, North Roosevelt Boulevard, said point also being on a circular curve wncave to the South and said point bears N 24°50'15" E from the center of said curve; Thence Northwesterly, along the previously described Right-of-Way line, and along the arc of said curve to the left, having a radius of 972.99 feet and a central angle of 28°25'13" for a distance of 482.63 feet to the Point of Beginning.

Containing 1,870 sq.ft, more or less.

ADDITIONAL NOTES:

Zoning 'CG' General Commercial
FIRM: 120168, Panel 1509 K
Zone, AE, Elevation 8'-10'
2/18/05
Setbacks:
Front & Rear. . . . 50'
Sides 20'

Area: 134,331 S.F.
3.08± Acres

Parking: 150 Spaces
6 Handicapped Spaces

Building Height:
A = 50'
B = 15'
C = 14'
D = 15'

SURVEYOR'S NOTES:

North arrow based on plat
Reference Bearing: R/W No. Roosevelt Blvd. per deeds
denotes existing elevation
Elevations based on N.G.V.D. 1929 Datum
Bench Mark No.: NOS 1982 Elevation: 5.1440

Field Work performed on: 12/12/12

Concrete Utility Pole
Wood utility Pole
Wood Utility Pole with Guy wire
F.W.= Fire Well
M.W.= Monitoring Well
Water Meter
Water Valve
Electric Manhole
Electric Utility Vault
M.H.= Man Hole
San.= Sanitary
C.B.= Storm Water Catch Basin
Inv.= Invert
R.P.Z.= Backflow Prevention Valve
P.V.C.= Polyvinyl Pipe
R.C.P.= Reinforced Concrete pipe
+ = Fire Hydrant
* = Light
o = sign
F.D.O.T. = Florida Department of Transportation

Monumentation:

set 1/2" Iron Pipe, P.L.S. No. 2749
Found 1/2" Iron Bar
Set P.K. Nail, P.L.S. No. 2749
Found P.K. Nail

Abbreviations:

Sty. = Story
R/W = Right-of-Way
fd. = Found
p. = Plat
m. = Measured
d. = Dead
M.H.W. = Mean High Water
O.R. = Official Records
Sec. = Section
Twp. = Township
Rge. = Range
N.T.S. = Not to Scale
C. = Centerline
Elev. = Elevation
B.M. = Bench Mark
P.C. = Point of Curvature
P.T. = Point of Tangency
P.O.C. = Point of Commence
P.O.B. = Point of Beginning
P.B. = Plat Book
pg. = page
Elec. = Electric
Tel. = Telephone
Ench. = Encroachment
O.L. = On Line
C.L.F. = Chain Link Fence
o/h = Overhead
u/g = Underground
F.F.L. = Finish Floor Elevation
L.B. = Low Beam
Rad. = Radial
Irr. = Irregular
conc. = concrete
I.P. = Iron Pipe
I.B. = Iron Bar
B. = Baseline
C.B. = Concrete Block
C.B.S. = Concrete Block Stucco
cov'd. = Covered
P.I. = Point of Intersection
wd. = Wood
R. = Radius
A = Arc (Length)
D = Delta, (Central angle)
w.m. = Water Meter
Bal. = Balcony
Pl. = Planter
Hydt. = Fire Hydrant
F.W. = Fire Well
A/C = Air Conditioner
Area: 135,456 S.F.
3.11 Acres±

D = Diameter of tree.
H = Height of tree

- Palm
Almond
Buttonwood
Tree, Unknown
Coconut
Pine
Gumbo Limbo
Umbrella
Ficus
Papaya
Rubber
Hong Kong Tulip
Seagrape

Old Title Commitment

SURVEYOR'S CERTIFICATE

This Certificate and the attached survey are made for the benefit of:
Spottswood Hotels, Inc., a Florida corporation, and its assigns
Spottswood Companies, Inc., a Florida corporation, and its assigns
J.L.Woode Ltd., LLC, a Delaware limited liability company, and its assigns
Barry Preston Cooper
Betty Cooper
Betty Cooper Revocable Trust dated February 25, 2004
Marvin Cooper Revocable Trust dated February 25, 2004
Sewaca Inc., a Florida corporation
LaSalle Bank National Association
Baker & Hostetler LLP
Sanford N. Reinhard, P.A.
Chicago Title Insurance Company

I hereby certify

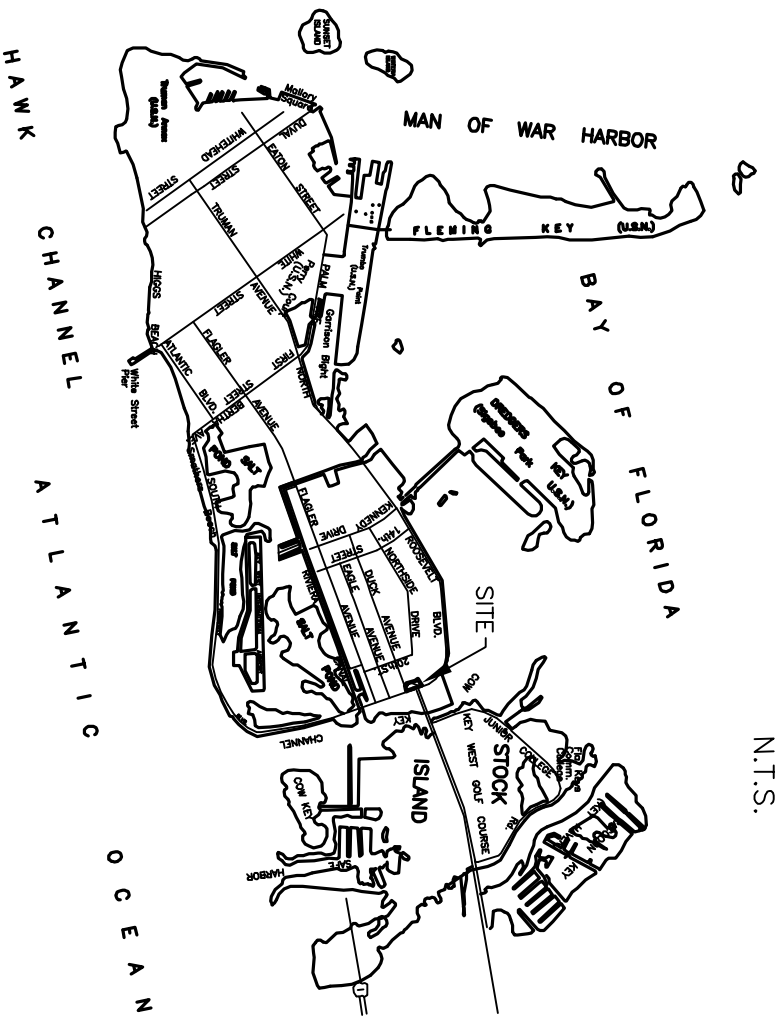
- 1. That the survey was made on the ground and is correct.
2. That the survey shows a complete legal description of the land and any easements appurtenant to the land necessary for access or utilities and an indication of the total acreage or square foot area of the land.
3. That the survey shows the location of the perimeter of the subject property by courses and distances and all lines described by reference to the line of another piece of property.
4. That all field measurements on the survey are balanced, both as to angles and distances, so as to provide a mathematical closure. That the survey shows the point of beginning, if applicable, basis of bearings, assumed or otherwise, the scale and a north arrow. That the survey shows the following information for any curve: length of arc, radius, central angle and bearing to the radius point from the beginning and end points of the curve.
5. That the survey shows the location of all easements and rights-of-way, including all easements and rights-of-way shown as exceptions on Chicago Title Insurance Company commitment for title insurance No. 630600744 dated May 19, 2006 at 5:00 p.m. That the survey shows the location of all easements referred to in the title binder, showing the book and page of recording of all easements on the survey, and stating that all easements are located pursuant to the book and page of the recorded easements.
6. That the survey shows established building lines and setback, height and bulk restrictions of record or disclosed by applicable zoning or building codes (in addition to those recorded in subdivision maps).
7. That the survey shows all dedicated public streets, easements or rights-of-way providing access to the land, and whether such access is paved to the property line of the land and that the width of all of the foregoing are indicated.
8. That the survey shows lines of streets abutting the subject property and the width thereof, and that ingress and egress to the subject property is provided by North Roosevelt Blvd., (U.S. Highway 1) (State Road No. 5), the same being a dedicated public right-of-way maintained by the Island of Key West, and the State of Florida.
9. That the survey shows encroachments and the extent thereof in feet and inches (if practicable) upon the subject property, including, but without limitation, over, under or across buildings, easements and encroachments either way across the boundary lines of the subject property (or if any improvements located upon the land encroach upon other lands).
10. That the survey shows the exterior dimensions of all buildings at ground level and the square footage of the exterior footprint of all buildings, or gross floor area of all buildings at ground level and the height of all buildings above grade at a defined location, if applicable.
11. That the survey shows all substantial, visible improvements (in addition to buildings) such as signs, parking areas or structures, swimming pools, tennis courts, etc.
12. That the survey shows the relation of the improvements by distances to the perimeter of the subject property, the established building lines and the street lines.
13. That the survey shows all parking areas and, if striped, the striping and the type (e.g. handicapped, motorcycle, regular, etc) and number of parking spaces, if applicable.
14. That the survey shows the location of all easements necessary to bring utilities to the Property, together with the location of all utilities (i.e., sewer, water, electric, telephone and gas service) serving or existing on the property as evidenced by on-site observation or as determined by records provided by client, utility companies and other appropriate sources (with reference as to the source of information) (for example): (a) railroad tracks and sidings; (b) manholes, catch basins, valve vaults or other surface indications of subterranean uses; (c) wires and cables (including their function) crossing the surveyed premises, all poles on or within ten feet of the surveyed premises, and the dimensions of all crosswires or overhangs affecting the surveyed premises; and (d) utility company installations on the surveyed premises.
15. That the survey shows the location of all matters affecting the land, including fences, pipelines and streams.
16. That the survey shows all observable evidence of earth moving work, building construction or building additions within recent months.
17. That the survey shows all observable evidence of site use as a solid waste dump, sump or sanitary landfill.
18. That if the subject property is described as being on a field map or plat, a legend relating the survey to said map or plat is on the survey.
19. That the survey shows any coastal body of water or navigable waterway within 150 feet of the subject property, if applicable.
20. That the survey shows all applicable coastal construction lines, bulkhead lines, mean high water marks and erosion control lines must be shown on the survey or a statement contained therein that same do not lie within the boundary of the subject property.
21. That the subject property does not serve any adjoining property for drainage, ingress or egress or any other purpose, except as shown on the survey.
22. That the subject property is within special flood hazard area 120168, Panel 1509 K, AE, Elevation 8'-10', dated 2/18/05 as shown in the most recent Flood Hazard Boundary Maps prepared by the Department of Housing and Urban Development.
23. That the Subject Property is zoned General Commercial under zoning codes of the Island of Key West.
24. That the survey shows any significant observations not otherwise disclosed.
25. That the survey represented hereon meets the "Minimum Standard Detail Requirements for ALTA/ACSM Land Title Surveys," jointly established and adopted by ALTA, ACSM and NSPS in 2005, and pursuant to the Accuracy Standards (as adopted by ALTA and ACSM and in effect on the date of this certification) of an Urban Survey. This instrument is not valid unless it bears an original signature and an embossed surveyor's seal.

DATED: _____

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

Table with 2 columns: Scale, Date, and other survey details. Includes 'BOUNDARY SURVEY' and 'JL WOOD, LTD- Comfort Inn 3820 North Roosevelt Blvd., Key West, FL.'

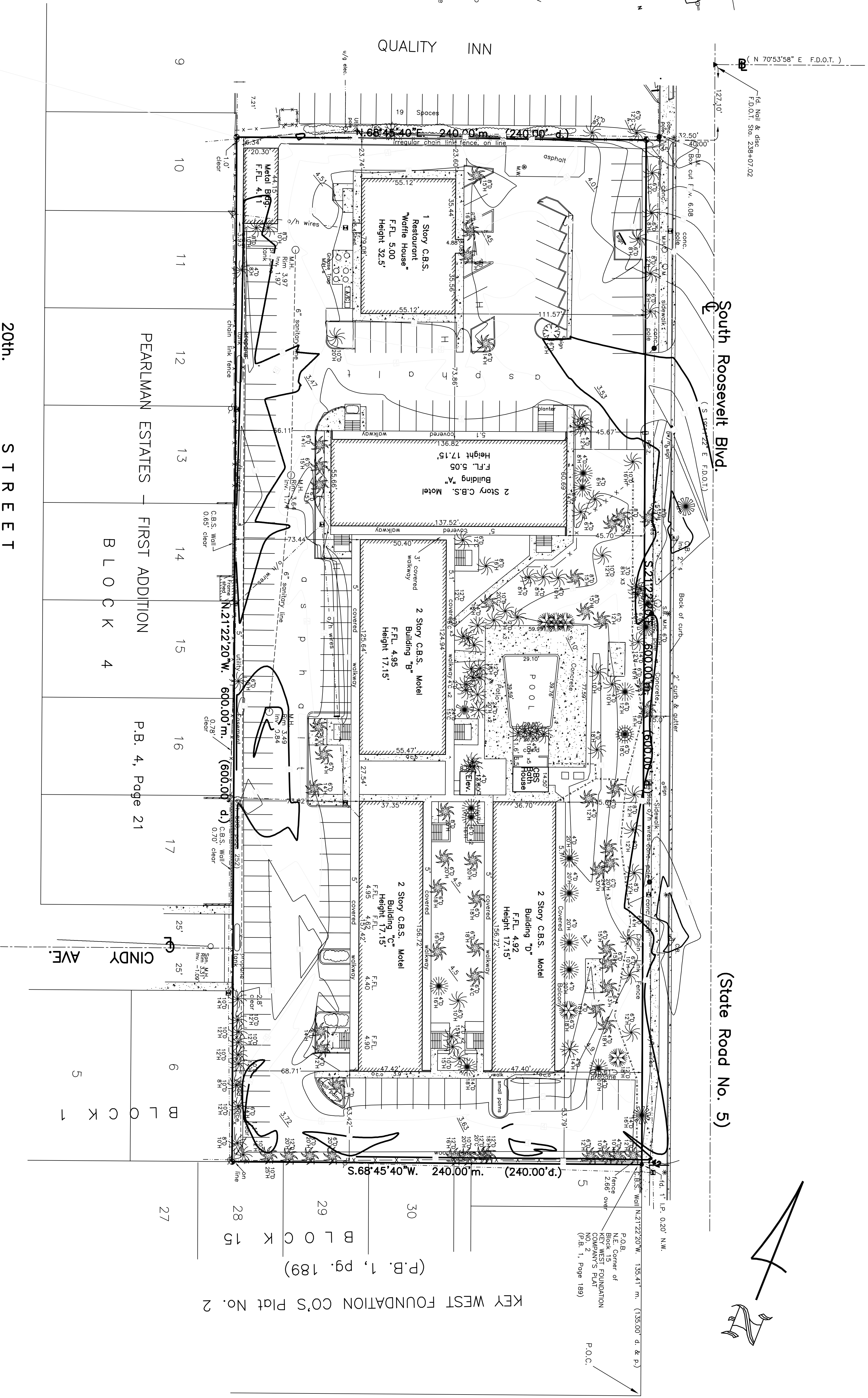
ISLAND SURVEYING INC. logo and contact information: 3152 Northside Drive, Suite 201, Key West, FL. 33040. Phone: (305) 293-0466. Fax: (305) 293-0237. Email: fhd1@islandsurveying.net. License No. 7700.



LOCATION MAP
City of Key West & Stock Island

LEGAL DESCRIPTION:
 Parcel of land located and situate on the island of Key West, County of Monroe, State of Florida, being more particularly described by metes and bounds as follows:
 Starting at the intersection of the Northern property line of Duck Avenue and the Southeast corner of Block 15, KEY WEST FOUNDATION COMPANY'S PLAT NO. 2, as recorded in Plat Book 1, page 189; thence N 21°22'20" W, 135 feet along the Western property line of Roosevelt Boulevard to the Point of Beginning; thence S 68°45'40" W, 240 feet to a corner; thence N 21°22'20" W, 600 feet; thence N 68°45'40" E, 240 feet to the Western property line of Roosevelt Boulevard; thence S 21°22'20" E, 600 feet along the Western property line of Roosevelt Boulevard to the place of beginning, all in Tract 22 of the lands of the Key WEST IMPROVEMENT COMPANY, INC..

- 6" D = Diameter of tree.
- 12" C = Canopy diameter of tree.
- ☀ = Palm
- ☪ = Almond
- ☪ = Bulotenwood
- ☪ = Tree, Unknown
- ☪ = Coconut
- ☪ = Pine
- ☪ = Gumbo Limbo
- ☪ = Umbrella
- ☪ = Ficus
- ☪ = Papaya
- ☪ = Rubber
- ☪ = Hong Kong Tulip
- ☪ = Seagrape



SURVEYOR'S NOTES:
 North arrow based on N 19° 11' 30" W, Roosevelt Blvd. per deeds
 Rod = Reference Bearing; F/W = So.
 d = denotes existing elevation
 Elevations based on NAD 83, 1929 Datum
 Bench Mark No.: NS 1982 Elevation: 51.1440
Monumentation:
 ○ = set 1/2" Iron Pipe, P.L.S. No. 2749
 ● = Found 1/2" Iron Bar
 ▲ = Set F.K. Nail, P.L.S. No. 2749
 ▲ = Found F.K. Nail

Abbreviations:
 S/W = Story
 R/W = Right-of-Way
 d = Point
 Measured
 M.H.W. = Mean High Water
 O.R. = Official Records
 Top. = Township
 N.T.S. = Not to Scale
 C. = Centerline
 Elev. = Elevation
 B.M. = Bench Mark
 P.I. = Point of Intersection
 P.O.C. = Point of Commence
 P.O.B. = Point of Beginning
 P.B. = Plat Book
 pg. = page
 Elec. = Electric
 F.H. = Fire Hydrant
 E.P. = Elevation
 F.W. = On Line
 C.L.F. = Chain Link Fence

Abbreviations:
 o/h = Overhead
 u/g = Underground
 L.F. = Unfinished
 R = Radial
 Irr. = Irrigator
 conc. = concrete
 I.P. = Iron Pipe
 I.B. = Iron Bar
 C.S. = Cast
 cov'd = Covered
 P.I. = Point of Intersection
 R = Radius
 A = Arc (Length)
 W.M. = Water Meter
 Bal. = Balcony
 Hydr. = Fire Hydrant
 F.W. = Fire Well
 A/C = Air Conditioner

Abbreviations:
 □ = Concrete Utility Pole
 ○ = Wood Utility Pole
 ◊ = Wood Utility Pole
 ← = Fire Well
 ⊕ = Fire Well
 ⊕ = Fire Well
 ⊕ = Fire Well
 ⊕ = Fire Well
 ⊕ = Fire Well
 ⊕ = Fire Well
 ⊕ = Fire Well

Field Work performed on: 11/13/12
 F.D.O.T. = Florida Department of Transportation

12/5/12: Updated, trees, contours misc.
 12/5/06: Update, trees
 7/28/06: Update, cert, detail
 7/28/03: New Certification

J.L. WOOD, LTD. - Doyle Inc.
 3852 South Roosevelt Blvd., Key West, FL

BOUNDARY SURVEY
 Scale: 1" = 30'
 Date: 3/3/99
 REVISIONS AND/OR ADDITIONS

ISLAND SURVEYING, INC.
 3152 Northside Drive
 Key West, FL 33040

SURVEYOR'S CERTIFICATE

This Certificate and the attached survey are made for the benefit of: ~~Spottswood Hotels, Inc., a Florida corporation, and its assigns; Spottswood Companies, Inc., a Florida corporation, and its assigns; J.L.Woode Ltd., LLC, a Delaware limited liability company, and its assigns; LaSalle Bank National Association; Baker & Hostetler LLP; Chicago Title Insurance Company; J.L.Woode Ltd., LLC, a Florida limited liability company; SH Key West, LTD., a Florida limited partnership; DLA Piper US LLP~~

I hereby certify

- That the survey was made on the ground and is correct.
- That the survey shows a complete legal description of the land and any easements appurtenant to the land necessary for access or utilities and an indication of the total acreage or square foot area of the land.
- That the survey shows the location of the perimeter of the subject property by courses and distances and all lines described by reference to the line of another piece of property.
- That all field measurements on the survey are balanced, both as to angles and distances, so as to provide a mathematical closure. That the survey shows the point of beginning, if applicable, basis of bearings, assumed or otherwise, the scale and a north arrow. That the survey shows the following information for any curve: length of arc, radius, central angle and bearing to the radius point from the beginning and end points of the curve.
- That the survey shows the location of all easements and rights-of-way, including all easements and rights-of-way shown as exceptions on Chicago Title Insurance Company commitment for title insurance No. 630601391 dated October 4, 2006 at 5:00 p.m. That the survey shows the location of all easements referred to in the title binder, showing the book and page of recording of all easements on the survey, and stating that all easements are located pursuant to the book and page of the recorded easements.
- That the survey shows established building lines and setback, height and bulk restrictions of record or disclosed by applicable zoning or building codes (in addition to those recorded in subdivision maps).
- That the survey shows all dedicated public streets, easements or rights-of-way providing access to the land, and whether such access is paved to the property line of the land and that the width of all of the foregoing are indicated.
- That the survey shows lines of streets abutting the subject property and the width thereof, and that ingress and egress to the subject property is provided by South Roosevelt Blvd., (U.S. Highway 1) (State Road No. 5), the same being a dedicated public right-of-way maintained by the Island of Key West, and the State of Florida.
- That the survey shows encroachments and the extent thereof in feet and inches (if practicable) upon the subject property, including, but without limitation, over, under or across buildings, easements and encroachments either way across the boundary lines of the subject property (or if any improvements located upon the land encroach upon other lands).
- That the survey shows the exterior dimensions of all buildings at ground level and the square footage of the exterior footprint of all buildings, or gross floor area of all buildings at ground level and the height of all buildings above grade at a defined location, if applicable.
- That the survey shows all substantial, visible improvements (in addition to buildings) such as signs, parking areas or structures, swimming pools, tennis courts, etc.
- That the survey shows the relation of the improvements by distances to the perimeter of the subject property, the established building lines and the street lines.
- That the survey shows all parking areas and, if striped, the striping and the type (e.g. handicapped, motorcycle, regular, etc) and number of parking spaces, if applicable.
- That the survey shows the location of all easements necessary to bring utilities to the Property, together with the location of all utilities (i.e., sewer, water, electric, telephone and gas service) serving or existing on the property as evidenced by on-site observation or as determined by records provided by client, utility companies and other appropriate sources (with reference as to the source of information) (for example): (a) railroad tracks and sidings; (b) manholes, catch basins, valve vaults or other surface indications of subterranean uses; (c) wires and cables (including their function) crossing the surveyed premises, all poles on or within ten feet of the surveyed premises, and the dimensions of all crosswires or overhangs affecting the surveyed premises; and (d) utility company installations on the surveyed premises.
- That the survey shows the location of all matters affecting the land, including fences, pipelines and streams.
- That the survey shows all observable evidence of earth moving work, building construction or building additions within recent months.
- That the survey shows all observable evidence of site use as a solid waste dump, sump or sanitary landfill.
- That if the subject property is described as being on a field map or plat, a legend relating the survey to said map or plat is on the survey.
- That the survey shows any coastal body of water or navigable waterway within 150 feet of the subject property, if applicable.
- That the survey shows all applicable coastal construction lines, bulkhead lines, mean high water marks and erosion control lines must be shown on the survey or a statement contained therein that same do not lie within the boundary of the subject property.
- That the subject property does not serve any adjoining property for drainage, ingress or egress or any other purpose, except as shown on the survey.
- That the subject property is within special flood hazard area 120168, Panel 1509 K, AE, Elevation 8', dated 2/18/05 as shown in the most recent Flood Hazard Boundary Maps prepared by the Department of Housing and Urban Development.
- That the Subject Property is zoned General Commercial under zoning codes of the Island of Key West.
- That the survey shows any significant observations not otherwise disclosed.
- That the survey represented hereon meets the "Minimum Standard Detail Requirements for ALTA/ACSM Land Title Surveys," jointly established and adopted by ALTA, ACSM and NSPS in 2005, and pursuant to the Accuracy Standards (as adopted by ALTA and ACSM and in effect on the date of this certification) of an Urban Survey. This instrument is not valid unless it bears an original signature and an embossed surveyor's seal.

Zoning: CG General Commercial
Area: 144,000 S.F. (3.3058 Ac.)
Parking: 138 Spaces
2 Handicapped

Setbacks: Side: 20'
Front & Back: 48'
(note Motel grandfathered in)

FIRM: 120168, 1509 K
Zone: AE 8'
2/18/06

BASED ON commitment from 2006

Schedule B, Section 2 Items:

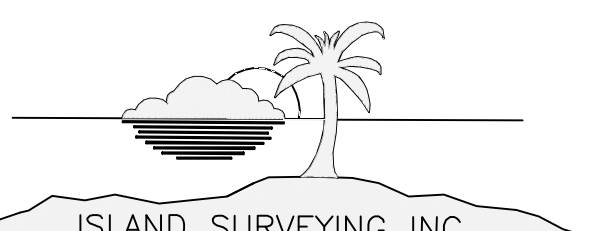
- Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the Public Records or attaching subsequent to the effective date hereof but prior to the date the proposed Insured acquires for value of record the estate or interest of mortgage thereon covered by this Commitment. Not plottable on survey.
- Standard Exceptions:
 - Rights or claims of parties in possession not shown by Public Records. Not applicable.
 - Encroachments, overlaps, boundary line disputes, or other matters which would be disclosed by an accurate survey and inspection of the premises. Shown on survey.
 - Easements, or claims of easements, not shown by the Public Records. Not applicable.
 - Any lien, or right to a lien, for service, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records. Not applicable.
 - Taxes or special assessments which are not shown as existing liens by the Public Records. Not applicable.
 - Any claim that any portion of said lands are sovereign lands of the State of Florida, including submerged, filled or artificially exposed lands and lands accreted to such lands. Not applicable.
 - Taxes and assessments for the year 2006 and subsequent years. Not applicable.
- Standard exceptions (b) and (c) may be removed from the policy when a satisfactory survey and surveyor's report and inspection of the premises is made.
- Standard exceptions (a) and (d) may be removed upon receipt of a satisfactory affidavit-indemnity from the party shown in title and in possession stating who is in possession of the lands and whether there are improvements being made at date of commitment or contemplated to commence prior to the date of closing which will not have been paid for in full prior to the closing.
- Easement to the Utility Board of the City of Key West, Florida recorded in Official Records Book 598, Page 252, Public Records of Monroe County, Florida. Shown on survey.
- Easement to the Utility Board of the City of Key West, Florida recorded in Official Records Book 601, Page 547, Public Records of Monroe County, Florida. Covers entire property.
- State Law under Chapter 76-190 and Chapter 22F8.02 of the Florida Administrative Code for Land Planning for the Florida Keys Area of Critical Concern recorded in Official Records Book 668, Page 43, and Final Judgment recorded in Official Records Book 1788, Page 1257, Public Records of Monroe County, Florida. Not plottable.
- City of Key West Area of Critical State Concern, Rule 27F-15 of the Florida Administrative Code, adopted by the Administration Commission pursuant to section 380.05, Florida Statutes, on February 7, 1984, effective February 28, 1984, recorded in Official Records Book 906, Page 200, Public Records of Monroe County, Florida. Not plottable.
- City Ordinance No. 81-43 and Amendment 82-5 thereof, which provides for the assessment and collection of waste in the City of Key West, Monroe County, Florida. Not plottable.
- Code of Ordinances of the City of Key West, Section 74, which provides for the assessment and collection of sewer charges. Not plottable.
- Terms, covenants, conditions and other matters contained in the Lease dated January 2, 1998, and made by Jupiter Hotels Limited Partnership, an Illinois limited partnership and Northlake Foods, Inc., a Georgia corporation, a Memorandum/Short Form of which was recorded June 17, 1998, in Official Records Book 1521, Page 1338, of the Public Records of Monroe County, Florida. Covers entire property.
- Declaration of License Agreement between Days Inn of America, Inc., a Delaware corporation and SH Key West, Ltd., a Florida limited partnership recorded in Official Records Book 1628, Page 2456, Public Records of Monroe County, Florida. Covers entire property.
- Agreement for Grant of Easement to TCI Cablevision of Georgia, Inc. recorded in Official Records Book 1755, Page 224, Public Records of Monroe County, Florida. Covers entire property.
- Terms, covenants, conditions and other matters contained in any unrecorded Lease(s) and all rights hereunder of the Lessee(s) and of any person claiming by, through or under the Lessee(s). Not plottable.

12/5/12: Updated, trees, contours misc.
10/19/06: Update, cert, detail
7/30/99: New Certification

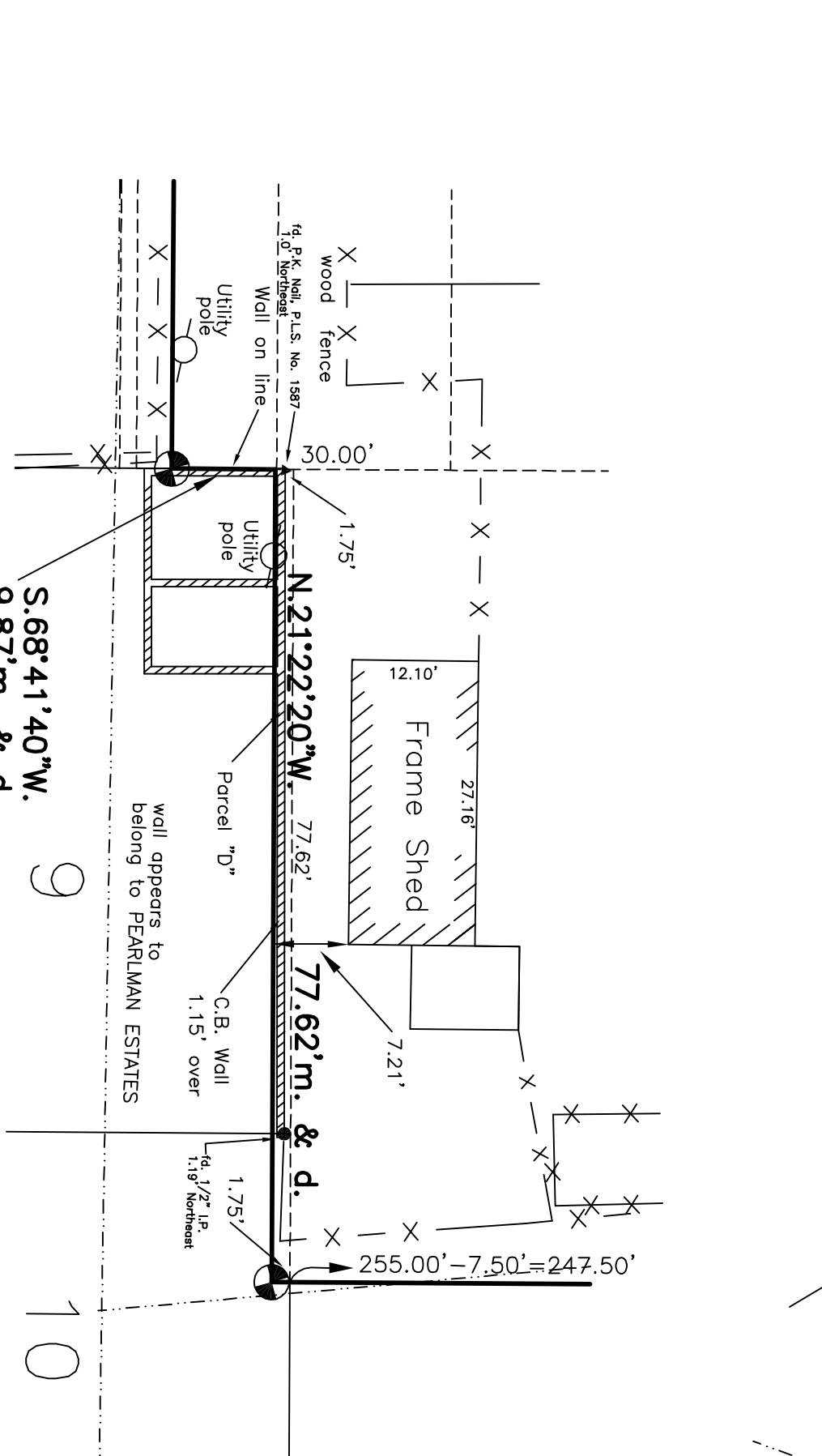
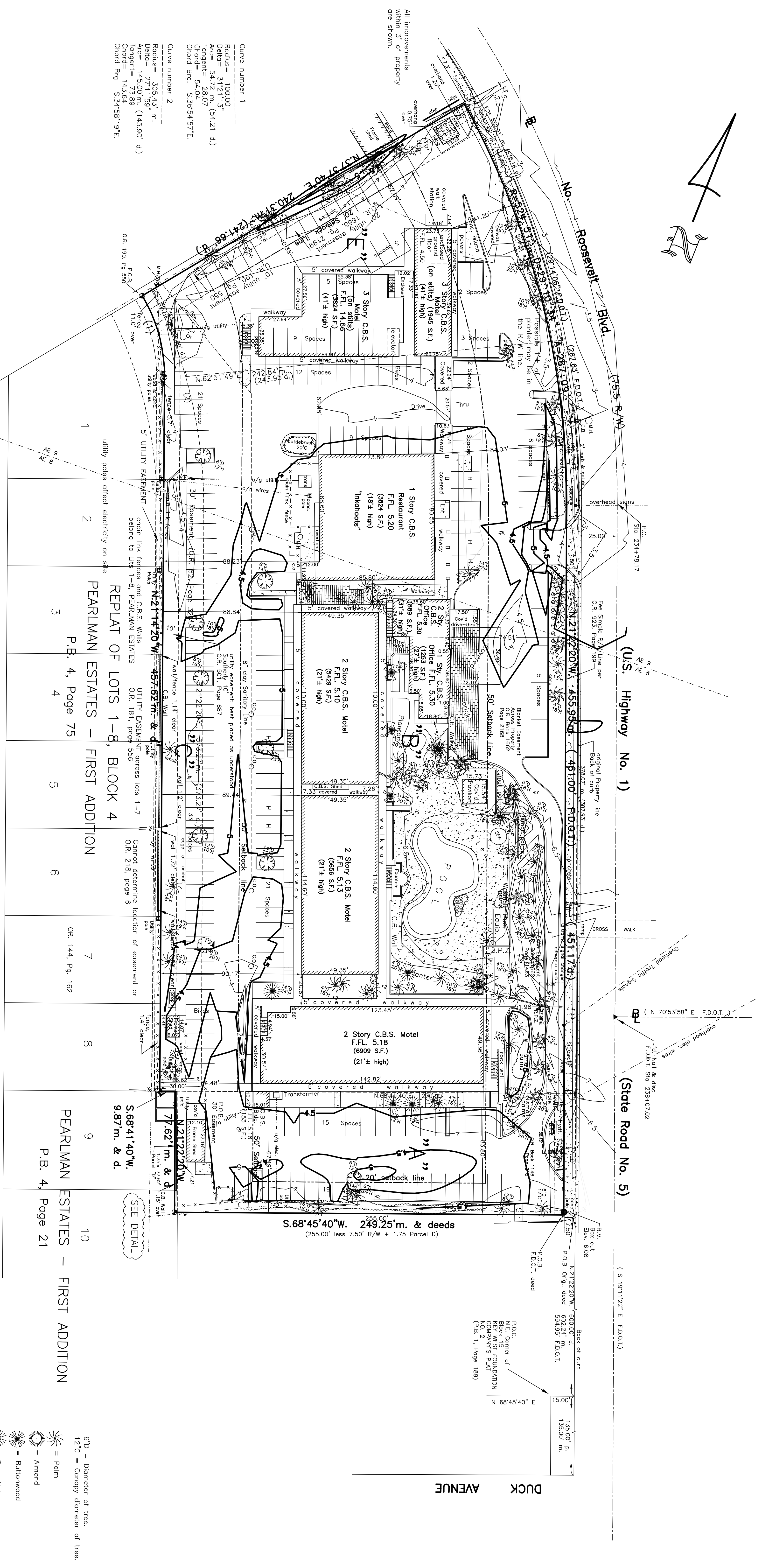
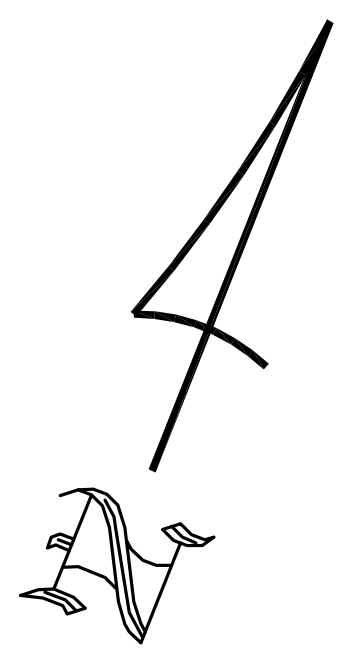
DATED: _____

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

JL WOOD, LTD - Days Inn 3852 South Roosevelt Blvd., Key West, FL.			
BOUNDARY SURVEY			Dwn No.: 12-274A
Scale: 1"=30'	Ref. File: 141-54	Flood panel No.: 1509 K	Dwn. By: F.H.H.
Date: 3/3/99		Flood Zone: AE	Flood Elev: 8'
REVISIONS AND/OR ADDITIONS			
3/11/99: Certification	7/28/99: Utility Easements		
5/28/99: Parking, Zoning, Area, Cert., Setbacks			
7/8/99: typ's, cert, easements			



ISLAND SURVEYING INC.
ENGINEERS PLANNERS SURVEYORS
3152 Northside Drive
Suite 201
Key West, FL 33040
(305) 293-0466
Fax: (305) 293-0237
hildeb1@bellsouth.net



20th. T E R R A C E

PEARLMAN ESTATES - FIRST ADDITION
P.B. 4, Page 21

Curve number 1
Radius= 100.00'
Delta= 312.113'
Arc= 34.72 m. (54.21 d.)
Chord= 5.404'
Chord Brg. S.36.54°57'E.

Curve number 2
Radius= 305.43 m.
Delta= 271.159'
Arc= 145.00 m. (145.90° d.)
Chord= 73.89'
Chord Brg. S.34.56°19'E.

- 6"D = Diameter of tree.
- 12"C = Canopy diameter of tree.
- = Palm
- = Almond
- = Butterwood
- = Tree, Unknown
- = Coconut
- = Pine
- = Gumbo Limbo
- = Umbrella
- = Ficus
- = Papaya
- = Rubber
- = Hong Kong Tulip
- = Seagrape

JL WOOD, LTD - Lexington Inn
3850 North Roosevelt Blvd. (Quality Inn), Key West, FL

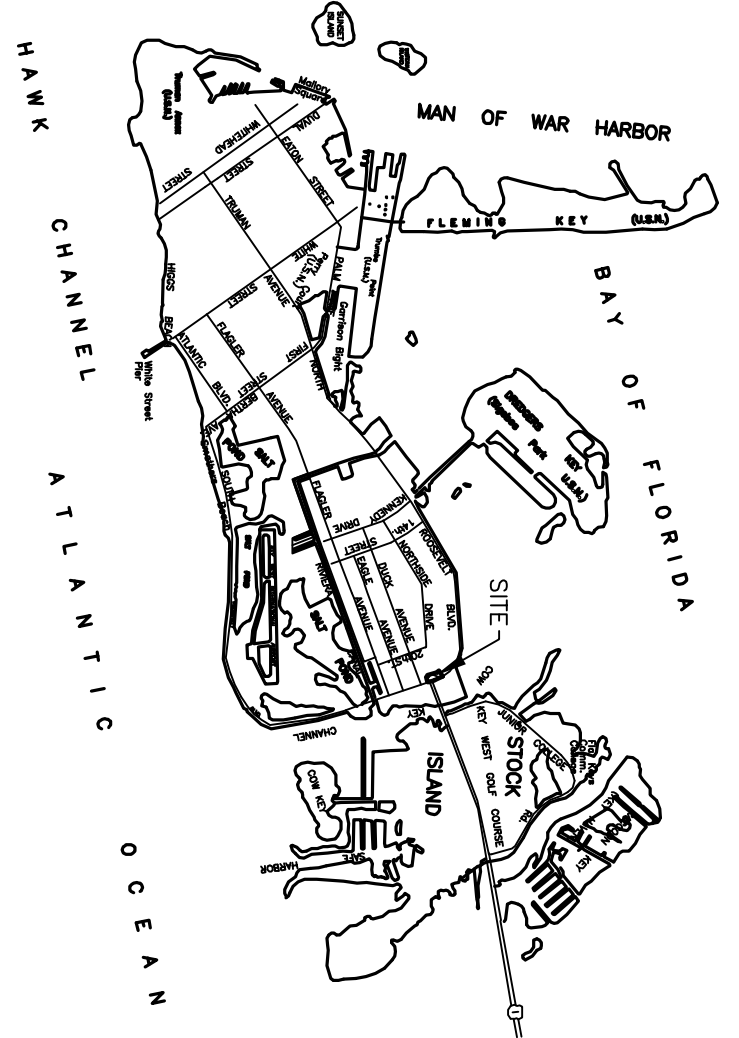
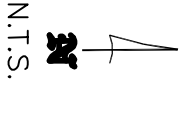
BOUNDARY SURVEY		Draw No:	12-374B
Scale: 1"=30'	Ref: 159-61	Drawn by: F.H.H.	
Date: 1/17/99	Order: AE	Flood Zone: AE	Flood Elev: 8'-9"

REVISIONS AND/OR ADDITIONS

1/22/98	Types - details
2/25/05	added pool, other details - certification
1/12/05	minor changes on legal survey
1/10/05	minor changes on legal survey

ISLAND SURVEYING INC.
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3152 Mercedes Drive
Key West, FL 33540
Tel: (305) 293-0466
Fax: (305) 293-0237
E: info@islandsurveying.com
L.B. No. 7203

Sheet 1 of 2



LOCATION MAP
City of Key West & Stock Island

Old schedule B-2

Table with 3 columns: Item description (1-6b), and corresponding status (N/A or See survey).

ADDITIONAL NOTES: Zoning 'CG' General Commercial Firm: 120168, Panel 1509 K 2/18/05 AE Elevation 8 and 9

FREDERICK H. HILDEBRAND Professional Land Surveyor & Mapper No. 2749 State of Florida

SURVEYOR'S CERTIFICATE This Certificate and the attached survey are made for the benefit of Bayer & Hostetler LLP, JRC Key West Hotel LLC, an Illinois limited liability company; SHG, Inc., a Florida corporation; AYA Key West LLC, an Illinois limited liability company; JL Key West LLC, an Illinois limited liability company; RFA Key West LLC, an Illinois limited liability company; Bank of America, N.A.; Chicago Title Insurance Company and Riemer & Brownstein, LLP.

1. That the survey was made on the ground and is correct. 2. That the survey shows a complete legal description of the land and any easements appurtenant to the land necessary for access or utilities and an indication of the total acreage or square foot area of the land.

8. That the survey shows lines of streets abutting the subject property and the width thereof, and that the subject property is provided by a public right-of-way (State Road No. 5), the same being a dedicated public right-of-way maintained by the Island of Key West, and the State of Florida.

10. That the survey shows the exterior dimensions of all buildings at ground level and the square footage of the exterior footprint of all buildings, or gross floor area of all buildings at ground level and the height of all buildings above grade at a defined location, if applicable.

24. That the survey shows any significant observations not otherwise disclosed. 25. That the survey represented hereon meets the Minimum Standard Detail Requirements for ALTA/ACSM Land Title Surveys, jointly established and adopted by ALTA, ACSM and NSRS in 1997, and pursuant to the Accuracy Standards (as adopted by ALTA and ACSM) and NSRS effect on the date of this certification) of an Urban Survey. This instrument is not valid unless it bears an original signature and an embossed surveyor's seal.

PARCEL A OF LAND ON THE ISLAND OF KEY WEST, MONROE COUNTY, FLORIDA, AND BEING DESCRIBED AS FOLLOWS: COMMENCE at the Northeast corner of Block 15 of the KEY WEST FOUNDATION COMPANY'S PLAT NO. 2, as recorded in Plat Book 1, at Page 189, of the Public Records of Monroe County, Florida, and run thence N 68°45'40"E for a distance of 15 feet to the Westery side of Roosevelt Boulevard; thence run N 21°22'20" W along the said Westery curb line of Roosevelt Boulevard for a distance of 600 feet to the POINT OF BEGINNING of the parcel of land being described herein; thence run S 68°45'40" W for a distance of 255 feet; thence run S 21°22'20" W for a distance of 77.62 feet to a point on the dividing line between Parcel 1 and Parcel 22 as shown on the attached map as supplied by Bolley-Crawshaw; thence run N 69°40' E along the dividing line between the said Parcel 1 and the Northeast corner of the said Parcel 1 and the Northeast corner of the said Parcel 22 and said point also being on the Westery right of way (curb line) of the said Roosevelt Boulevard; thence run S 21°22'20" E along the Westery right of way (curb line) of the said Roosevelt Boulevard for a distance of 77.90 feet back to the POINT OF BEGINNING; Less and Except right of way for North Roosevelt Boulevard (U.S. Highway No. 1) as set forth in record in Official Records Book 762, Page 1561, and Page 199, Public Records of Monroe County, Florida.

11. That the survey shows all substantial, visible improvements (in addition to buildings) such as signs, parking areas or structures, swimming pools, tennis courts, etc.

14. That the survey shows the location of all easements necessary to bring utilities to the Property, together with the location of all utilities (i.e., sewer, water, electric, telephone and data service) serving or existing on the property as evidenced by on-site observation or as (with reference to the source of information) (for example): (a) railroad tracks and sidings; (b) manholes, catch basins, valve vaults or other surface indications of subterranean uses; (c) wires and cables (including their function) crossing the surveyed premises, all poles on or within ten feet of the surveyed premises; and (d) utility company installations on the surveyed premises.

20. That the survey shows all applicable coastal construction lines, bulkhead lines, mean high water marks and erosion control lines must be shown on the survey or a statement contained therein that same do not lie within the boundary of the subject property.

26. That the following parcels are contiguous as noted. The Westery side of parcel A abuts the Eastery side of parcel D, the Northern side of parcel A abuts the Southern side of parcel B, the Southern side of parcel C abuts the Northern side of parcels A and D, the Southern side of parcel E abuts the Northern side of parcel B, the Eastery side of parcel C abuts the Westery side of parcels E and B.

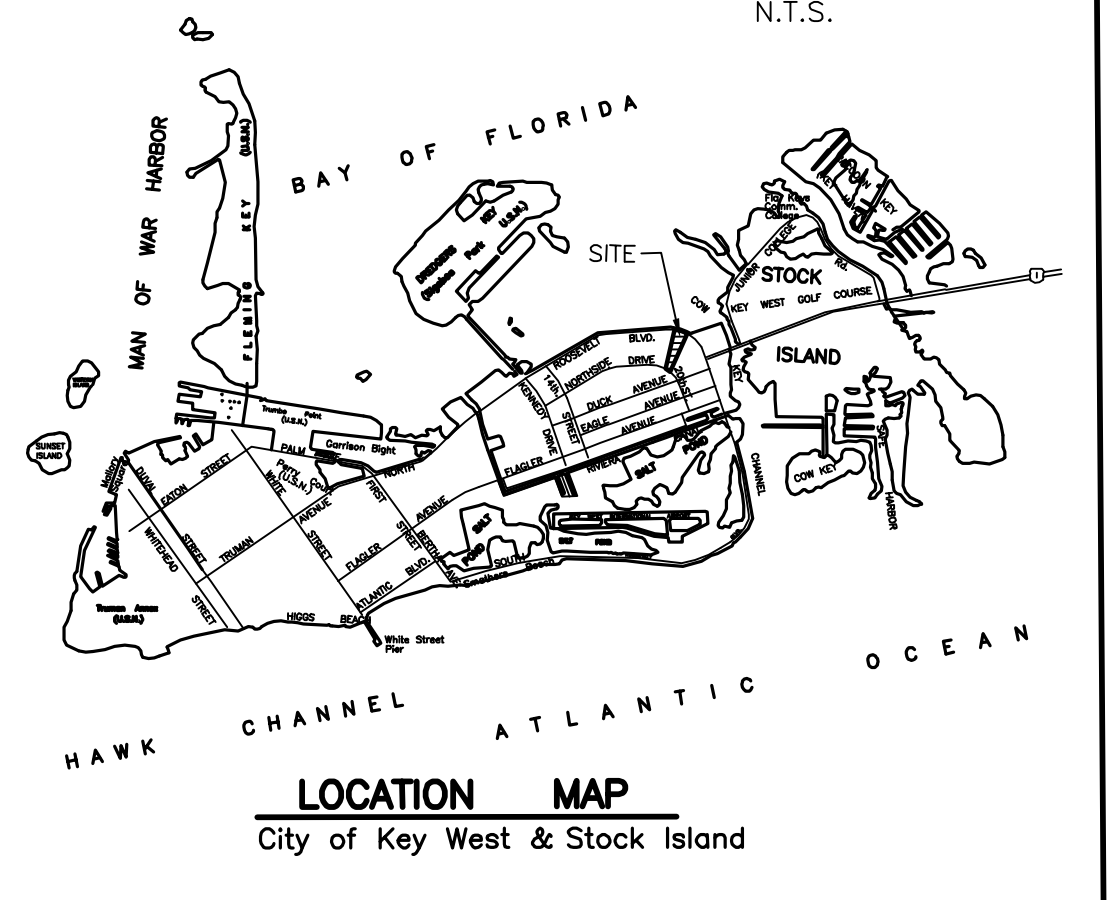
LEGAL DESCRIPTION: PARCEL "E" A parcel of land on the Island of Key West, Monroe County, Florida, and being described as follows: COMMENCE at the Northeast corner of Block 15, of the KEY WEST FOUNDATION COMPANY'S PLAT NO. 2, as recorded in Plat Book 1, at Page 189, of the Public Records of Monroe County, Florida, and run thence N 68°45'40"E for a distance of 15 feet to the Westery curb line of Roosevelt Boulevard; thence run N 21°22'20" W along the said Westery curb line of Roosevelt Boulevard for a distance of 600 feet to the POINT OF BEGINNING of the parcel of land being described herein; thence run S 68°45'40" W for a distance of 255 feet; thence run S 21°22'20" W for a distance of 77.62 feet to a point on the dividing line between Parcel 1 and Parcel 22 as shown on the attached map as supplied by Bolley-Crawshaw; thence run N 69°40' E along the dividing line between the said Parcel 1 and the Northeast corner of the said Parcel 1 and the Northeast corner of the said Parcel 22 and said point also being on the Westery right of way (curb line) of the said Roosevelt Boulevard; thence run S 21°22'20" E along the Westery right of way (curb line) of the said Roosevelt Boulevard for a distance of 77.90 feet back to the POINT OF BEGINNING; Less and Except right of way for North Roosevelt Boulevard (U.S. Highway No. 1) as set forth in record in Official Records Book 762, Page 1561, and Page 199, Public Records of Monroe County, Florida, containing 0.63 acres, more or less.

Abbreviations: S.Y. = Story R/W = Right-of-Way U/G = Underground L.F. = Lintel Floor Elevation Fd. = Footing M. = Measured M.H.W. = Mean High Water C.R. = Critical Records Imp. = Township Rpt. = Range N.T.S. = Not to Scale C.E. = Centerline E. = Elevation B.M. = Bench Mark P.T. = Point of Tangency P.O.C. = Point of Commence P.O.B. = Point of Beginning P.B. = Plat Book pg. = page Elec. = Electric E.H. = Easement O.L. = On Line C.L.F. = Chain Link Fence

Field Work performed on: 12/15/98 - 1/16/99, 2/10/09 12/17/12

Bottom section containing title block, revision table, and company logo for ISLAND SURVEYING INC. with contact information and sheet number 'Sheet 2 of 2'.

N
N.T.S.



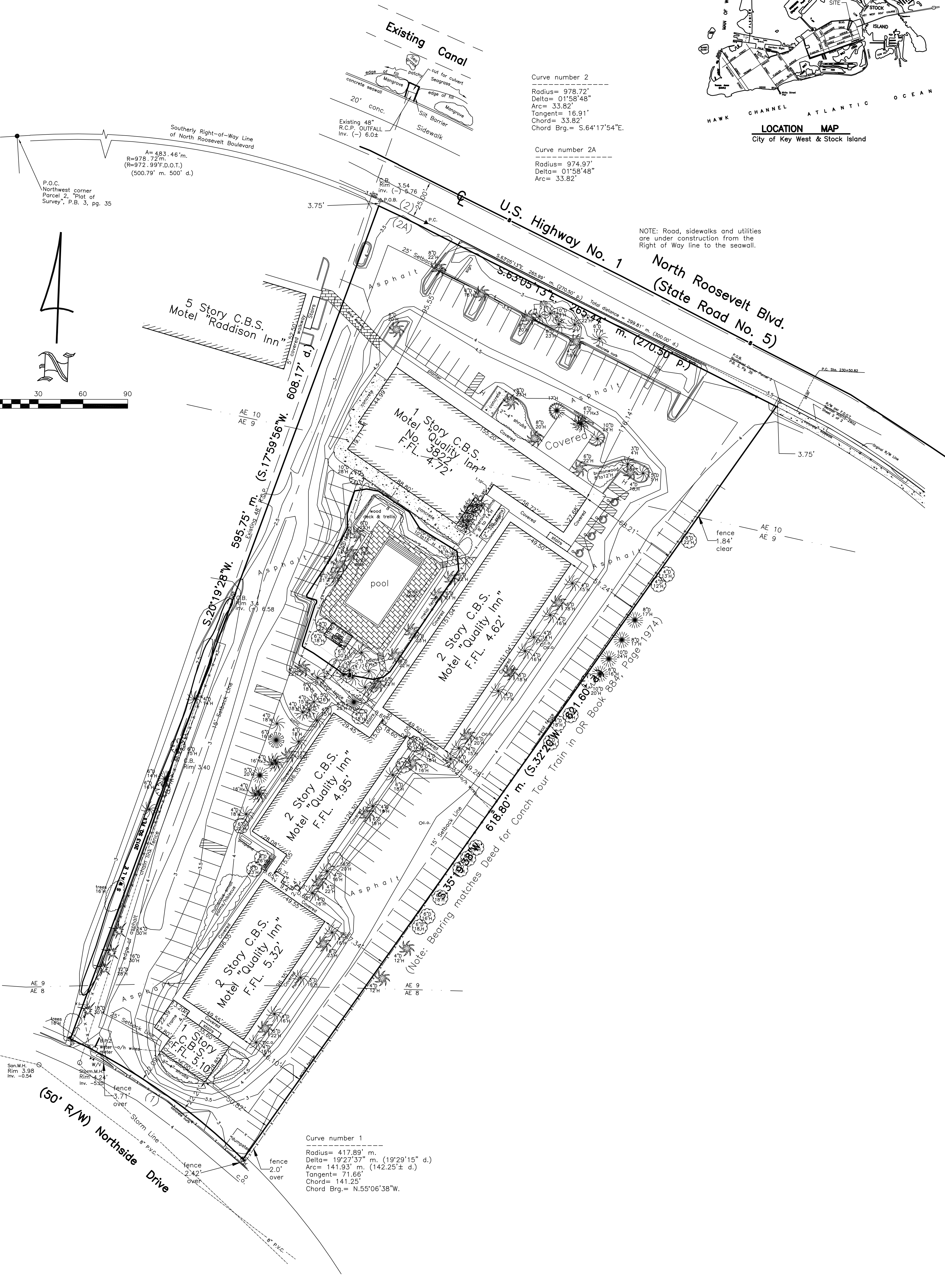
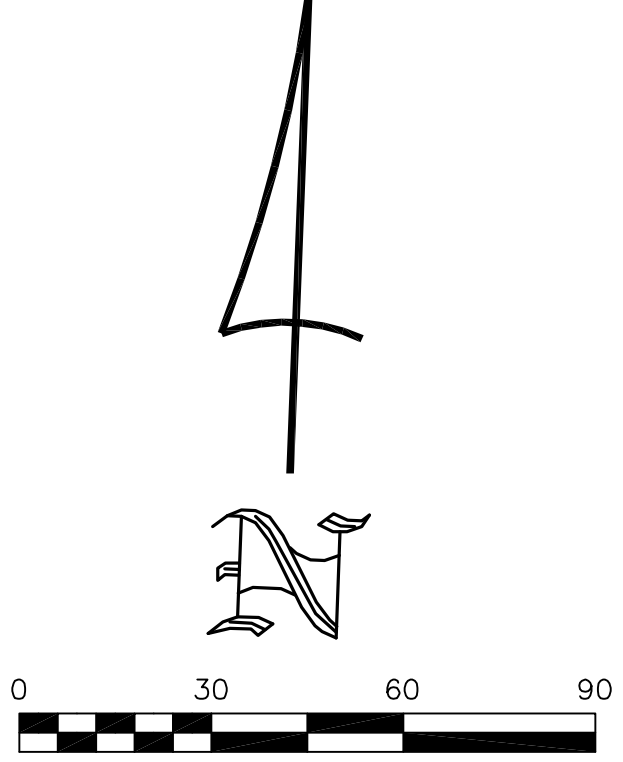
Curve number 2
 Radius= 978.72'
 Delta= 01°58'48"
 Arc= 33.82'
 Tangent= 16.91'
 Chord= 33.82'
 Chord Brg.= S.64°17'54"E.

Curve number 2A
 Radius= 974.97'
 Delta= 01°58'48"
 Arc= 33.82'

NOTE: Road, sidewalks and utilities are under construction from the Right of Way line to the seawall.

Southerly Right-of-Way Line of North Roosevelt Boulevard
 $A=493.46'$
 $R=978.72'$
 $(R=972.99'$ F.D.O.T.)
 $(500.79'$ m. 500' d.)

P.O.C. Northwest corner Parcel 2, "Plat of Survey", P.B. 3, pg. 35



Curve number 1
 Radius= 417.89' m.
 Delta= 19°27'37" m. (19°29'15" d.)
 Arc= 141.93' m. (142.25± d.)
 Tangent= 71.66'
 Chord= 141.25'
 Chord Brg.= N.55°06'38"W.

JL WOOD, LTD - Quality Inn 3824 North Roosevelt Blvd., Key West, Fl.			
BOUNDARY SURVEY		Dwn No.: 06-299 C	
Scale: 1"=30'	Ref. 188-9	Flood panel No. 1509 K	Dwn. By: F.H.H.
Date: 6/27/06		Flood Zone: AE	Flood Elev. 8-10'
REVISIONS AND/OR ADDITIONS			
8/7/06: Update, cert, parking, alta survey			
1/datafred/deq/keywest/spottswoodcorquality/alta12.20.12			

ISLAND SURVEYING INC.
ENGINEERS PLANNERS SURVEYORS

3152 Northside Drive
Suite 201
Key West, Fl. 33040

(305) 293-0466
Fax: (305) 293-0237
fhldeb1@bellsouth.net
L.B. No. 7700

OLD SCHEDULE B-II

SURVEYOR'S CERTIFICATE

This Certificate and the attached survey are made for the benefit of:
 Spottswood Hotels, Inc., a Florida corporation, and its assigns
 Spottswood Companies, Inc., a Florida corporation, and its assigns
 J.L.Woode Ltd., LLC, a Delaware limited liability company, and its assigns
 Barry Preston Cooper
 Betty Cooper
 Betty Cooper Revocable Trust dated February 25, 2004
 Marvin Cooper Revocable Trust dated February 25, 2004
 Sewaca Inc., a Florida corporation
 LaSalle Bank National Association
 Baker & Hostetler LLP
 Sanford N. Reinhard, P.A.
 Chicago Title Insurance Company

I hereby certify

- That the survey was made on the ground and is correct.
- That the survey shows a complete legal description of the land and any easements appurtenant to the land necessary for access or utilities and an indication of the total acreage or square foot area of the land.
- That the survey shows the location of the perimeter of the subject property by courses and distances and all lines described by reference to the line of another piece of property.
- That all field measurements on the survey are balanced, both as to angles and distances, so as to provide a mathematical closure. That the survey shows the point of beginning, if applicable, basis of bearings, assumed or otherwise, the scale and a north arrow. That the survey shows the following information for any curve: length of arc, radius, central angle and bearing to the radius point from the beginning and end points of the curve.
- That the survey shows the location of all easements and rights-of-way, including all easements and rights-of-way shown as exceptions on Chicago Title Insurance Company commitment for title insurance No. 630600743 dated May 19, 2006 at 5:00 p.m. That the survey shows the location of all easements referred to in the title binder, showing the book and page of recording of all easements on the survey, and stating that all easements are located pursuant to the book and page of the recorded easements.
- That the survey shows established building lines and setback, height and bulk restrictions of record or disclosed by applicable zoning or building codes (in addition to those recorded in subdivision maps).
- That the survey shows all dedicated public streets, easements or rights-of-way providing access to the land, and whether such access is paved to the property line of the land and that the width of all of the foregoing are indicated.
- That the survey shows lines of streets abutting the subject property and the width thereof, and that ingress and egress to the subject property is provided by North Roosevelt Blvd., (U.S. Highway 1) (State Road No. 5), the same being a dedicated public right-of-way maintained by the Island of Key West, and the State of Florida.
- That the survey shows encroachments and the extent thereof in feet and inches (if practicable) upon the subject property, including, but without limitation, over, under or across buildings, easements and encroachments either way across the boundary lines of the subject property (or if any improvements located upon the land encroach upon other lands).
- That the survey shows the exterior dimensions of all buildings at ground level and the square footage of the exterior footprint of all buildings, or gross floor area of all buildings at ground level and the height of all buildings above grade at a defined location, if applicable.
- That the survey shows all substantial, visible improvements (in addition to buildings) such as signs, parking areas or structures, swimming pools, tennis courts, etc.
- That the survey shows the relation of the improvements by distances to the perimeter of the subject property, the established building lines and the street lines.
- That the survey shows all parking areas and, if striped, the striping and the type (e.g. handicapped, motorcycle, regular, etc) and number of parking spaces, if applicable.
- That the survey shows the location of all easements necessary to bring utilities to the Property, together with the location of all utilities (i.e., sewer, water, electric, telephone and gas service) serving or existing on the property as evidenced by on-site observation or as determined by records provided by client, utility companies and other appropriate sources (with reference as to the source of information) (for example): (a) railroad tracks and sidings; (b) manholes, catch basins, valve vaults or other surface indications of subterranean uses; (c) wires and cables (including their function) crossing the surveyed premises, all poles on or within ten feet of the surveyed premises, and the dimensions of all crosswires or overhangs affecting the surveyed premises; and (d) utility company installations on the surveyed premises.
- That the survey shows the location of all matters affecting the land, including fences, pipelines and streams.
- That the survey shows all observable evidence of earth moving work, building construction or building additions within recent months.
- That the survey shows all observable evidence of site use as a solid waste dump, sump or sanitary landfill.
- That if the subject property is described as being on a field map or plat, a legend relating the survey to said map or plat is on the survey.
- That the survey shows any coastal body of water or navigable waterway within 150 feet of the subject property, if applicable.
- That the survey shows all applicable coastal construction lines, bulkhead lines, mean high water marks and erosion control lines must be shown on the survey or a statement contained therein that same do not lie within the boundary of the subject property.
- That the subject property does not serve any adjoining property for drainage, ingress or egress or any other purpose, except as shown on the survey.
- That the subject property is within special flood hazard area 120168, Panel 1509 K, AE, Elevation 8'-10', dated 2/18/05 as shown in the most recent Flood Hazard Boundary Maps prepared by the Department of Housing and Urban Development.
- That the Subject Property is zoned General Commercial under zoning codes of the Island of Key West.
- That the survey shows any significant observations not otherwise disclosed.
- That the survey represented hereon meets the "Minimum Standard Detail Requirements for ALTA/ACSM Land Title Surveys," jointly established and adopted by ALTA, ACSM and NSPS in 2005, and pursuant to the Accuracy Standards (as adopted by ALTA and ACSM and in effect on the date of this certification) of an Urban Survey. This instrument is not valid unless it bears an original signature and an embossed surveyor's seal.

LEGAL DESCRIPTION:

On the Island of Key West and better known as Part of Parcel 2 of GOLAN SURVEY, according to the Plat thereof, recorded in Plat Book 3, Page 35, of the Public Records of Monroe County, Florida, and more particularly described by metes and bounds as follows:
 Commencing at the Northwest corner of Parcel 2 on "Plat of Survey of Lands on the Island of Key West, Monroe County, Florida", as recorded in Plat Book 3, Page 35, of the Public Records of Monroe County, Florida; thence Northeasterly and Easterly along the Southerly right of way line of North Roosevelt Boulevard (a 5'50"24" curve) 500 feet to the Point of Beginning; thence continuing along said Southerly right of way line 300 feet to the Northeasterly corner of said Tract; thence South 32'20" West, 621.6 feet to the Northerly boundary line of a proposed street shown on said Plat, the Southeasterly corner of said Parcel 2; thence Northwesterly along said Northerly right of way line (a 19'29"15" curve) 142.25 feet, more or less, thence Northerly 608.17 feet, more or less, to the Point of Beginning.

LESS:

Parcel 166
 CA Portion of Parcel ID
 No.00065550-000000 with a property
 address of 3824 N. Roosevelt Blvd.
 (Quality Inn Property)

A portion of Parcel 2 in Plat of Survey of Lands on Island of Key West, Monroe County, Florida according to the plat thereof, as recorded in Plat Book 3, at Page 35, of the Public Records of Monroe County, Florida more particularly described as follows:
 Commence at the Point of intersection of the Easterly line of the Exception Area of Parcel 3 of Plat of Survey (on two sheets) Part of Lands formerly owned by Key West Improvement Inc., according to the plat thereof, as recorded in Plat Book 4, at Page 69, of the Public Records of Monroe County, Florida and the Existing Southerly Right-of-Way line of State Road No. 5, North Roosevelt Boulevard, as shown on the Florida Department of Transportation Right-of-Way map for State Road No.5, Section 90010, said Point also being that certain Corner established by John P. Goggin as shown on the above mentioned Plat of Plat of Survey (on two sheets) Part of Lands formerly owned by Key West Improvement Inc., said point also being on a circular curve concave to the South, and said point bears N 03'34'58" W from the center of said curve; Thence Easterly, along the arc of said curve to the right and along the Existing Southerly Right-of-Way line of said State Road No. 5, North Roosevelt Boulevard, having a radius of 972.99 feet and a central angle of 28'25'13" for a distance of 482.63 feet to the Point of Beginning of the hereinafter described parcel; Thence continue Southeasterly, along the arc of said curve to the right, and along the Existing Southerly Right-of-Way line of said State Road No. 5, North Roosevelt Boulevard, having a radius of 972.99 feet and a central angle of 01'59'30" for a distance of 33.82 feet to the point of tangency; Thence S 63'10'15" E along the Existing Southerly Right-of-Way line of said State Road No. 5, North Roosevelt Boulevard, for a distance of 265.52 feet; Thence S 35'18'02" W, departing the previously described Right-of-Way line, for a distance of 4.16 feet to a point on a circular curve concave to the Southwest, said point bears N 28'33'17" E from the center of said curve; Thence Northwesterly, along the arc of said curve to the left, having a radius of 809.84 feet and a central angle of 01'43'32" for a distance of 24.39 feet to the point of tangency, said point also being on a line parallel with and 3.75 feet Southerly of, as measured at right angles, the Existing Southerly Right-of-Way line of said State Road No. 5, North Roosevelt Boulevard; Thence N 63'10'15" W along the previously described line, for a distance of 240.52 feet to a point of curvature of a circular curve concave to the Southwest; Thence Northwesterly, along the arc of said curve to the left, having a radius of 969.24 feet and a central angle of 01'58'27" for a distance of 33.39 feet; Thence N 20'17'52" E for a distance 3.76 feet to the point of Beginning.
 Containing 1,124 sq.ft more or less.

ADDITIONAL NOTES:

Zoning "CG" General Commercial
 FIRM: 120168, Panel 1509 K
 Zone, AE, Elevation 8'-10'
 2/18/05

Setbacks:
 Front & Rear 25'
 Sides 15'

Area: 131,661 S.F.
 3.02± Acres
 Building Height: All buildings are 20'.
 Parking: 139 Spaces
 6 Handicapped Spaces

SURVEYOR'S NOTES:

North arrow based on plat
 Reference Bearing: R/W No. Roosevelt Blvd. per deeds
 denotes existing elevation
 Elevations based on N.G.V.D. 1929 Datum
 Bench Mark No.: NOS 1982 Elevation: 5.1440
 Field Work performed on: 12/12/12

Monumentation:

- ⊙ = set 1/2" Iron Pipe, P.L.S. No. 2749
- = Found 1/2" Iron Bar
- △ = Set P.K. Nail, P.L.S. No. 2749
- ▲ = Found P.K. Nail

Abbreviations:

- Sty. = Story
- R/W = Right-of-Way
- fd. = Found
- p. = Plat
- m. = Measured
- d. = Deed
- M.H.W. = Mean High Water
- O.R. = Official Records
- Sec. = Section
- Twp. = Township
- Rge. = Range
- N.T.S. = Not to Scale
- Cl. = Centerline
- Elev. = Elevation
- B.M. = Bench Mark
- P.C. = Point of Curvature
- P.T. = Point of Tangency
- P.O.C. = Point of Commence
- P.O.B. = Point of Beginning
- P.B. = Plat Book
- pg. = page
- Elec. = Electric
- Tel. = Telephone
- Ench. = Encroachment
- O.L. = On Line
- C.L.F. = Chain Link Fence
- o/h = Overhead
- u/g = Underground
- F.F.L. = Finish Floor Elevation
- L.B. = Low Beam
- Rad. = Radial
- Irr. = Irregular
- conc. = concrete
- I.P. = Iron Pipe
- I.B. = Iron Bar
- B. = Baseline
- C.B. = Concrete Block
- C.B.S. = Concrete Block Stucco
- cov'd. = Covered
- P.I. = Point of Intersection
- wd. = Wood
- R = Radius
- A = Arc (Length)
- D = Delta, (Central angle)
- w.m. = Water Meter
- Bal. = Balcony
- Pl. = Planter
- Hydt. = Fire Hydrant
- F.W. = Fire Well
- A/C = Air Conditioner

D = Diameter of tree.
 H = Height of tree

- = Palm
- = Almond
- = Buttonwood
- = Tree, Unknown
- = Coconut
- = Pine
- = Gumbo Limbo
- = Umbrella
- = Ficus
- = Papaya
- = Rubber
- = Hong Kong Tulip
- = Seagrass

DATED: _____

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

- = Concrete Utility Pole
- = Wood utility Pole
- = Wood Utility Pole with Guy wire
- = Fire Well
- = Monitoring Well
- = Water Meter
- = Water Valve
- = Electric Manhole
- = Electric Utility Vault
- = Man Hole
- = Sanitary
- = Storm Water Catch Basin
- = Invert
- = Backflow Prevention Valve
- = Polyvinyl Pipe
- = Reinforced Concrete pipe
- = Fire Hydrant
- = Light
- = sign
- F.D.O.T. = Florida Department of Transportation

JL WOOD, LTD - Quality Inn 3824 North Roosevelt Blvd., Key West, Fl.			
BOUNDARY SURVEY		Dwn No.: 06-299 C	
Scale: 1"=30'	Ref. 188-9	Flood panel No. 1209 K	Dwn. By: F.H.H.
Date: 6/27/06		Flood Zone: AE	Flood Elev. 8-10'
REVISIONS AND/OR ADDITIONS			
6/7/06: Update, cert, parking, alto survey			
1/10/07: Update, cert, parking, alto survey			
1/10/07: Update, cert, parking, alto survey			
1/10/07: Update, cert, parking, alto survey			

Sheet 2 of 2

ISLAND SURVEYING INC.

ENGINEERS PLANNERS SURVEYORS

3152 Northside Drive
 Suite 201
 Key West, Fl. 33040

(305) 293-0466
 Fax: (305) 293-0237
 flhild@islandsurveying.net
 L.B. No. 7700

EXHIBIT "B"
PARKING VARIANCE
(RESOLUTION NO. 07-083)

RESOLUTION NO. 07-083

VARIANCE: 3820 N. ROOSEVELT BOULEVARD

A RESOLUTION OF THE KEY WEST BOARD OF ADJUSTMENT TO ALLOW THE CONSTRUCTION OF A HOTEL WITH SPA, RESTAURANT, BAR, TIME SHARE UNITS, EMPLOYEE HOUSING, CONFERENCE SPACE AND RETAIL SPACE BY GRANTING A VARIANCE TO THE OFF-STREET PARKING REGULATIONS FOR PROPERTY IN THE CG, GENERAL COMMERCIAL ZONING DISTRICT, UNDER THE CODE OF ORDINANCES OF THE CITY OF KEY WEST, FLORIDA. PROVIDING A CONDITION. FOR PROPERTY LOCATED AT 3820 N. ROOSEVELT BOULEVARD, KEY WEST, FLORIDA (REF 00064950-000000, 00065550-000000, 00065530-000000, 00065540-000000, 00065060-000000, 00064940-000000)

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

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

WHEREAS, the Board of Adjustment finds that granting the variance requested will not confer upon the applicant any special privileges denied by the land development regulations to other lands, buildings or structures in the same zoning district; and

WHEREAS, the Board of Adjustment finds 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; and

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

WHEREAS, the Board of Adjustment finds that the grant of the variance will be in harmony with the general intent and purpose of the land development regulations and that such variance will not be injurious to the area involved or otherwise detrimental to the public interest or welfare; and

WHEREAS, the Board of Adjustment finds that no nonconforming use of neighboring lands, structures, or buildings in the same district, and no permitted use of lands, structures or buildings in other districts shall be considered grounds for the issuance of a variance; and

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

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

Section 1. That a variance to OFF-STREET PARKING regulations in the CG, GENERAL COMMERCIAL Zoning District, under the Code of Ordinances of the City of Key West, Florida, is hereby granted as follows to: Sections 108-572(1), (2B), (3), (4), (7), (9) and (10), OF 100 PARKING SPACES FROM THE 989 PARKING SPACES REQUIRED TO THE 889 PARKING SPACES PROPOSED (816 EXISTING); ALLOWING THE SUBSTITUTION 89 BICYCLE PARKING SPACES FOR 89 OF THE 100 PARKING SPACES FOR WHICH THE VARIANCE IS REQUESTED. THE PURPOSE OF THE REQUEST IS TO ALLOW THE CONSTRUCTION OF A HOTEL WITH SPA, RESTAURANT, BAR, TIME SHARE UNITS, EMPLOYEE HOUSING, CONFERENCE SPACE AND RETAIL SPACE. FOR PROPERTY LOCATED AT 3820 N. ROOSEVELT BOULEVARD (THE KEY WEST HOTEL AND CONFERENCE CENTER), KEY WEST, FLORIDA (RE# 00064950-000000, 00065550-000000, 00065530-000000, 00065540-000000, 00065060-000000, 00064940-000000).

Section 2. It is a condition of this variance that full, complete, and final application for all permits required for any new construction for any use and occupancy for which this variance is wholly or partly necessary, whether or not such construction is suggested or proposed in the documents presented in support of this variance, shall be submitted in its entirety within two years after the date hereof; and further, that no application or reapplication for new construction for which the variance is wholly or partly necessary shall be made after expiration of the two-year period without the applicant obtaining an extension from the Board of Adjustment and demonstrating that no change of circumstances to the property or its underlying zoning has occurred.

Section 3. The failure to submit a full and complete application for permits for new construction for which this variance is wholly or partly necessary, or the failure to complete new construction for use and occupancy pursuant to this variance in accordance with the terms of a City building permit issued upon timely application as described in Section 2 hereof, shall immediately operate to terminate this variance, which variance shall be of no force or effect.

Section 4. This variance does not constitute a finding as to ownership or right to possession of the property, and assumes,

without finding, the correctness of applicant's assertion of legal authority respecting the property.

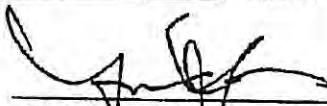
Section 5. That the granting of the variance is conditioned that the applicant maintains the valet parking throughout the life of the development and that the applicant provides a minimum of 89 bicycle parking spaces and 25 scooter parking spaces in lieu of 100 car parking spaces.

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

Read and passed on First reading at a regular meeting held this 7th day of March, 2007.

Authenticated by the presiding officer and Clerk of the Board on 19th day of March, 2007.

Filed with the Clerk on March 19, 2007.


MORGAN MCPHERSON, CHAIRMAN
BOARD OF ADJUSTMENT

ATTEST:


CHERYL SMITH, CITY CLERK

EXHIBIT "C"
2007 DEVELOPMENT PLAN APPROVAL

RESOLUTION NO. 07-164

Doc# 1739689
BKH 2410 P#H 179

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF KEY WEST, FLORIDA, APPROVING PURSUANT TO SECTIONS 108-198 AND 122-63 OF THE CODE OF ORDINANCES A MAJOR DEVELOPMENT PLAN AND CONDITIONAL USE FOR THE PROPERTY LOCATED AT 3820 NORTH ROOSEVELT BOULEVARD; PROVIDING CONDITIONS; RESCINDING RESOLUTION NO. 06-246; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, pursuant to Section 108-198, the City Commission shall review and act upon Major Development Plan proposals; and

WHEREAS, at its meeting of March 15, 2007, the Key West Planning Board recommended approval; and

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

Section 1: That the proposed Major Development Plan and Conditional Use for the property located at 3820 North Roosevelt Boulevard is hereby approved.

Section 2: That the twelve conditions recommended by the Planning Board in its Resolution No. 2007-006, attached hereto, are hereby approved and adopted.

Section 3: That Resolution No. 06-246 is hereby rescinded.

Section 4: That this Resolution shall go into effect immediately upon its passage and adoption and authentication by the signature of the presiding officer and the Clerk of the Commission.

Passed and adopted by the City Commission at a meeting held this 1 day of May, 2007.

Authenticated by the presiding officer and Clerk of the Commission on May 2, 2007.

Filed with the Clerk May 2, 2007.


MORGAN MCPHERSON, MAYOR

ATTEST:

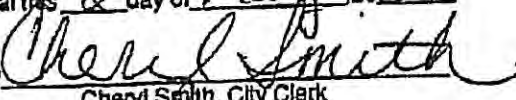

CHERYL SMITH, CITY CLERK

Doc# 1739689
Bk# 2410 Pg# 180



STATE OF FLORIDA, COUNTY OF MONROE,
CITY OF KEY WEST

This copy is a true copy of the public record on file in this office. Witness my hand and official seal this 2 day of May, 2007

By 
Cheryl Smith, City Clerk

PLANNING BOARD RESOLUTION

No. 2007-006

A RESOLUTION OF THE CITY OF KEY WEST PLANNING BOARD PURSUANT TO SECTION 108-196 OF THE LAND DEVELOPMENT REGULATIONS OF THE CODE OF ORDINANCES OF THE CITY OF KEY WEST, APPROVING A MAJOR DEVELOPMENT PLAN AND CONDITIONAL USE APPLICATION FOR THE CONSTRUCTION OF 450 KEY HOTEL WITH SPA, HOTEL RESTAURANT AND BAR, 33 TIME SHARE UNITS, 21 RESIDENTIAL UNITS WITH LOCKOUTS AND 2 TRANSIENT LISCENSES EACH. 50 UNIT WORK-FORCE HOUSING AND A CONFERENCE CENTER WITH 20,500 SQUARE FEET OF MEETING SPACE. 21,000 SQUARE FEET OF RETAIL SPACE, A THEMED RESTAURANT AND BAR WITH 7,000 SQUARE FEET IN CONSUMPTION SPACE (250 SEATS) AT WHAT IS CURRENTLY REFERRED TO AS 3820 NORTH ROOSEVELT BOULEVARD (RE#'s 00064950-000000, 00065550-000000, 00065530-000000, 00065540-000000, 00065060-000000, and 00064940-000000); PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, an Application for a Major Development Plan Application was filed 18 December 2006, by The JLW KEY WEST 1 LLC, authorized agent for the owner/s of the property, located in the General Commercial (CG) zoning district; and

WHEREAS, the proposal is to allow for the construction of a 450 Key Hotel with Spa, Hotel Restaurant and Bar, 33 Time Share Units, 21 Residential Units with Lockouts and 2 Transient licenses each. 50 Unit Workforce housing and a Conference center with 20,500 square feet of meeting space. 21,000 square feet of retail space, a themed restaurant and bar with 7,000 square feet in consumption space (250 seats); and

WHEREAS, plans received 18 December 2006, were considered at the 11 January 2007 and 8 February 2007 Development Review Committee meetings; and

WHEREAS, after public notice, the application for a Major Development Plan approval was heard by the Planning Board at its Regular Meeting of 15 March 2007; and

WHEREAS, for that meeting, there were 126 notices sent with 0 returned; and

WHEREAS, at that meeting, Senior Planner II Jim Singelyn presented the staff report prepared by Jim Singelyn; and

WHEREAS, the Board heard Mr. Singelyn recommend approval with conditions; and

WHEREAS, the applicant stated they accepted the conditions; and

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

Section 1. That the Planning Board approves the application for the Major Development Plan with the following conditions:

1. All units shall be sprinkled.
2. Prior to submitting a building permit application, the applicant shall secure any necessary permits from state and federal agencies, including but not limited to South Florida Water Management District, FDOT, and the City of Key West Utilities.
3. All units (non-transient and transient) shall comply with the Federal Fair Housing Act requirements for accessibility and are ADA adaptable.
4. The property is currently comprised of 8 parcels owned solely by the applicant. A Unity of Title, in a form acceptable to the City Attorney, shall be recorded with the Monroe County Clerk of Courts.
5. The City will grant the applicant 19.6 affordable ROGO allocations should the allocations be available.
6. Restrictive Covenants for the workforce housing units for a minimum term of 50 years, in a form acceptable to the City Attorney, shall be recorded with the Monroe County Clerk of Courts. The effective date of the restrictive covenant shall be the date the Certificate of Occupancy (CO) is issued for the workforce housing units.
7. The CO for the workforce housing units shall be concurrent with or prior to the issuance of the CO for any other part of the resort redevelopment.
8. The developer shall provide a phasing schedule and plan for the displacement and/or relocation of residents of the existing 16 workforce housing units to be redeveloped.
9. The service road access locations at both ends of the site shall have curb cuts that permit both ingress and egress. The curb cut located in front of the Conference Center shall be right and left turn exit only. All other curb cuts shall be one way with all exits to be right turn only onto North Roosevelt Boulevard.
10. A Signage Plan will be submitted to the City for approval prior to the issuance of building permits.
11. Valet parking shall remain throughout the life of the project.
12. This approval rescinds Resolution 06-246.

Section 2. This Resolution shall go into effect immediately upon its passage and adoption and authentication by the signatures of the Chairman of the Planning Board and the Planning Director.

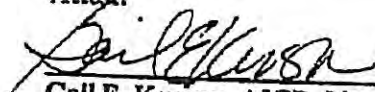
Passed at a meeting held 15 March 2007.

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


Chairman Richard Klitenick
Key West Planning Board


4/16/2007
Date

Attest:


Gail E. Kenson, AICP, Planning Director

21 Apr 07
Date

Filed with the Clerk


Cheryl Smith, City Clerk

4-23-07
Date

Doc# 1739689
Bk# 2410 Pg# 183

EXHIBIT "D"
2009 DEVELOPMENT AGREEMENT
(RESOLUTION NO. 09-059)

RESOLUTION NO. 09-059

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF KEY WEST, FLORIDA, AUTHORIZING EXECUTION OF THE ATTACHED DEVELOPMENT AGREEMENT BETWEEN THE CITY AND JRC KEY WEST HOTEL, LLC, AN ILLINOIS LIMITED LIABILITY COMPANY; RFA KEY WEST LLC, AN ILLINOIS LIMITED LIABILITY COMPANY; RFA KEY WEST II, LLC, A FLORIDA LIMITED LIABILITY COMPANY; AVA KEY WEST, LLC, AN ILLINOIS LIMITED LIABILITY COMPANY; JL KEY WEST LLC, AN ILLINOIS LIMITED LIABILITY COMPANY; JL KEY WEST II, LLC, A FLORIDA LIMITED LIABILITY COMPANY; SH 6, INC., A FLORIDA CORPORATION; SH 8 LLC, A FLORIDA LIMITED LIABILITY COMPANY; JLW KEY WEST 1, LLC, A FLORIDA LIMITED LIABILITY COMPANY; AND JLW KEY WEST 2, LLC, A FLORIDA LIMITED LIABILITY COMPANY; PROVIDING FOR AN EFFECTIVE DATE

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

Section 1: That the attached development agreement is hereby approved.

Section 2: That this Resolution shall go into effect immediately upon its passage and adoption and authentication by the

Doc# 1739689 04/27/2009 12:16PM
Filed & Recorded in Official Records of
MONROE COUNTY DANNY L. KOLHAGE

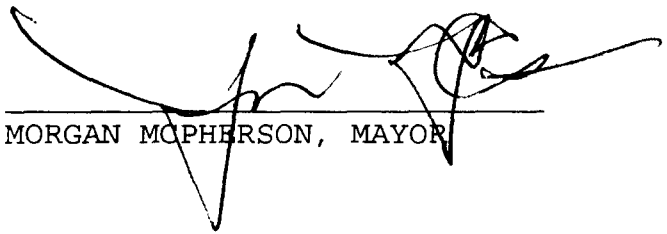
Doc# 1739689
Bk# 2410 Pg# 119

signature of the presiding officer and the Clerk of the Commission.

Passed and adopted by the City Commission at a meeting held this 3RD day of March, 2009.

Authenticated by the presiding officer and Clerk of the Commission on March 4, 2009.

Filed with the Clerk March 4, 2009.



MORGAN MCPHERSON, MAYOR

ATTEST:



CHERYL SMITH, CITY CLERK

Doc# 1739689
Bk# 2410 Pg# 120

Prepared by and, after recording,
return to:

Sherry A. Spiers, Esq.
Greenberg Traurig, P.A.
101 East College Avenue
Tallahassee, FL 32301
Telephone: (850) 222-6891

Doc# 1739689
Bk# 2410 Pg# 121

Parcel ID Numbers 00064950-000000,
00065550-000000, 00065530-000000,
00065540.000000, 00065060-000000,
and 00064949-000000.

**DEVELOPMENT AGREEMENT FOR
THE KEY WEST RESORT AND CONFERENCE CENTER**

THIS DEVELOPMENT AGREEMENT is entered into by and between JRC Key West Hotel, LLC, an Illinois limited liability company; RFA Key West LLC, an Illinois limited liability company; RFA Key West II, LLC, a Florida limited liability company; AVA Key West, LLC, an Illinois limited liability company; JL Key West LLC, an Illinois limited liability company; JL Key West II, LLC, a Florida limited liability company; SH 6, Inc., a Florida corporation; SH 8 LLC, a Florida limited liability company; JLW Key West 1, LLC, a Florida limited liability company; and JLW Key West 2, LLC, a Florida limited liability company (herein collectively referred to as the "Owner"), and the CITY OF KEY WEST, a Florida municipal corporation (herein the "City") (collectively the "Parties"), pursuant to Sections 90-676 through 90-692 of the City Code, and the Florida Local Government Development

Agreement Act, Sections 163.3220-163.3243, Florida Statutes (2007), and is binding on the “Effective Date” set forth herein.

Doc# 1739689
Bk# 2410 Pg# 122

WITNESSETH:

WHEREAS, the Owner is the owner of six (6) contiguous properties located at 3800, 3820, 3824, 3840, 3850 and 3852 North Roosevelt Boulevard, and dwelling units at 1185 20th Street in the City of Key West, comprising approximately 17 acres, more particularly described in the legal descriptions attached hereto as Composite Exhibit “A” and incorporated herein (the “Property”); and

WHEREAS, the Property is designated General Commercial under the City’s Comprehensive Plan and land development regulations and is developed with the following uses: the Days Inn (134 transient units), the Holiday Inn Key Wester (147 transient units), the Comfort Inn (100 transient units), the Radisson Inn (145 transient units) (cumulative total 526 keys), and also includes the Conch Tour Train and Visitor Center, the Waffle House, In Kahoots Restaurant, the former El Maison de Pepe Restaurant, two (2) market rate residential units, and sixteen (16) studio rental dwelling units; and

WHEREAS, the Owner proposes to redevelop the Property with a 525-key facility which may include up to 33 two-bedroom two-bath fractional ownership units, and up to 21 three-bedroom three bath residential units with one-bedroom/one bath lockouts (each with two transient licenses. total of 42 keys), a spa, swimming pools, hotel restaurant and bar, a conference center with 20,500 square feet of meeting space, 21,000 square feet of retail space, a

themed restaurant and bar with 7,000 square feet of consumption space (250 seats), a transit center, and fifty (50) affordable work force housing units (the “Redevelopment Plan”); and

WHEREAS, on March 7, 2007, the City Commission, in its capacity as the Board of Adjustment, approved Resolution No. 07-083 granting a variance to the off-street parking regulations in the City Code for the redevelopment of the Property described in the Redevelopment Plan; and

WHEREAS, on March 15, 2007, the Planning Board adopted and approved Resolution No. 2007-006 approving a Major Development Plan and Conditional Use application for the redevelopment of the Property described in the Redevelopment Plan; and

WHEREAS, on May 1, 2007, the City Commission approved Resolution No. 07-164 granting Major Development Plan and Conditional Use approval for the redevelopment of the Property described in the Redevelopment Plan; and

WHEREAS, the Owner and the City have concluded that it is appropriate to enter into this Development Agreement for redevelopment of the Property instead of extending the Major Development Plan, Conditional Use and variance approvals for the Redevelopment Plan; and

WHEREAS, pursuant to Sections 90-678 and 90-679 of the City Code, and after consultation with the City Planning Department, the Owner requested that the City Commission grant preliminary approval to enter into this Development Agreement in lieu of extending the previously-approved Major Development Plan, Conditional Use and variance approvals for the Key West Resort project; and

WHEREAS, at its meeting on May 6, 2008, the City Commission adopted Resolution No. 08-132 authorizing the Owner to move forward with a development agreement for redevelopment of the Property; and

WHEREAS, the City has held public hearings to accept and encourage public input with respect to this Development Agreement, and has considered such public input; and

WHEREAS, the City has provided public notice of the parties' intent to consider entering into this Development Agreement by publishing an advertisement in a newspaper of general circulation and readership in the City and mailing notice to the persons and entities shown on the most recent Monroe County Tax Roll to be the owners of property lying within 500 feet of the boundaries of the Property subject to this Agreement; and

WHEREAS, the City Planning Board held an advertised public hearing on January 15, 2009, and issued a recommendation to the City Council; and

WHEREAS, the City Council held an advertised public hearing on March 3, 2009, to consider the Development Agreement, and received and considered the comments and recommendations of the City staff, the Planning Board, and members of the public; and

WHEREAS, the City has determined that the Redevelopment Plan is consistent with the City's Comprehensive Plan and land development regulations and is compatible with surrounding land uses; and

WHEREAS, the City has determined that this Development Agreement is in the public interest and will further the health, safety and welfare of the residents of the City of Key West.

NOW, THEREFORE, in consideration of the mutual promises and undertakings contained herein, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

A. RECITALS. The recitals set forth in the preceding “Whereas” clauses are incorporated herein and form a material part of this Agreement.

B. DEFINITIONS. For the purposes of this Development Agreement, the following terms shall have the following meanings. Terms not defined in this Development Agreement shall be as defined in the City Code, Chapter 163, Florida Statutes, or, if not defined in the Code or statute, shall be understood according to their usual and customary meanings.

1. “Affordable work force housing” means housing as defined in Sections 122-1465 through 122-1467 of the City Code.

2. “Building permit allocation” means a residential permit allocation under Division 3 of Article X of the City Code.

3. “City Code” means the Code of Ordinances of the City of Key West in effect on the Effective Date of this Development Agreement.

4. “Comprehensive Plan” means the City’s Comprehensive Plan in effect on the Effective Date of this Development Agreement.

5. “Development”, “Redevelopment” or “Redevelopment Plan” shall refer to the redevelopment of the Property for the uses, densities and intensities permitted by this Development Agreement, subject to the conditions, obligations, restrictions and terms contained herein.

6. “Effective Date” shall refer to the date this Development Agreement becomes effective, as set forth in herein.

7. “ESFU” is an abbreviation for Equivalent Single Family Unit factor as defined in Future Land Use Element Policy 1-3.12.3 in the City’s Comprehensive Plan and Section 108.1057 of the City Code.

8. “Fractional ownership unit” or “timeshare” means a transient unit which is an accommodation of a timeshare plan, as defined in Section 721.05, Florida Statutes, and is divided into use periods of less than one year.

9. “Lockout” means a bedroom/bath combination in a unit that can be separately locked and keyed from the exterior of the premises or from a common hallway, foyer, or other common area to form a separate transient unit that can be held out to the public as distinct sleeping quarters for overnight lodging or for lodging for a longer period of time.

10. “Property” shall refer to the six (6) adjacent parcels described in Composite Exhibit “A” that are the subjects of this Development Agreement.

11. “Public facilities” means those facilities identified in Section 163.3221, Florida Statutes (2007).

C. TERMS OF AGREEMENT.

1. Legal Description; Ownership and Equitable Interests in the Property.

The legal description of the Property subject to this Development Agreement is attached hereto as Composite Exhibit “A” and incorporated herein by reference. The Owners of the Property as of the date of execution of this Development Agreement are JLW Key West 1, LLC, a Florida

limited liability company; JLW Key West 2, LLC, a Florida limited liability company; SH 6, Inc., a Florida corporation; SH 8 LLC, a Florida limited liability company; JRC Key West Hotel, LLC, an Illinois limited liability company; AVA Key West, LLC, an Illinois limited liability company; JL Key West LLC, an Illinois limited liability company; J L Key West II, LLC, a Florida limited liability company; RFA Key West LLC, an Illinois limited liability company; and RFA Key West II, LLC, a Florida limited liability company. There are no other legal or equitable owners of the Property known to the parties to this Development Agreement.

2. Unity of Title, Master Declaration. A unity of title, master declaration, or other appropriate instrument for the six (6) parcels comprising the Property shall be executed upon issuance of building permits for the redevelopment authorized by this Development Agreement. The purpose of the unity of title, master declaration, or other appropriate instrument is to aggregate the parcels so they are considered to be one development parcel for purposes of the Redevelopment Plan and this Agreement. However, the unity of title, master declaration or other appropriate instrument shall not preclude the sale of components of the project, including timeshares and condominium sales, to other owners. The unity of title, master declaration or other appropriate instrument shall be in a form acceptable to the City Attorney and shall be recorded by the Owner in the public records of Monroe County, Florida. The Owner shall provide a copy of the unity of title or other appropriate instrument to the City Planning Department for review prior to recordation. The Owner shall provide a copy of the recorded unity of title, master declaration, or other appropriate instrument showing the book and page where recorded to the City Attorney and the City Planning Department upon recordation.

3. **Duration of Agreement; Renewal.** This Development Agreement shall remain in effect for a period of ten (10) years, commencing on the Effective Date set forth below. This Development Agreement may be renewed or extended as provided herein.

4. **Existing Development.** The Property consists of the following development located in the City of Key West at the following physical addresses:

Days Inn Property	3852 North Roosevelt Boulevard
Holiday Inn Key Wester Property	3850 North Roosevelt Boulevard
Conch Train Property	3840 North Roosevelt Boulevard
Comfort Inn Property	3824 North Roosevelt Boulevard
Radisson Property	3820 North Roosevelt Boulevard
Old Town Property	3800 North Roosevelt Boulevard
16 Studio Rental Units	1185 20 th Street (affordable)

The existing development consists of the Days Inn (134 transient units, each 0.58 ESFU), the Holiday Inn Key Wester (147 transient units, each 0.58 ESFU), the Comfort Inn (100 transient units, each 0.58 ESFU), the Radisson Inn (145 transient units, each 0.58 ESFU) (cumulative total 526 keys and 305 transient ESFU), and also includes the Conch Tour Train and Visitor Center, the Waffle House, In Kahoots Restaurant, the former El Maison de Pepe Restaurant, two (2) market rate residential units (total 2.0 ESFU), and sixteen (16) studio affordable rental dwelling units less than 600 s.f. in size (each 0.55 ESFU, total 8.85 ESFU).

5. **Redevelopment Plan.**

a. **Uses, Densities and Intensities.** The Property may be redeveloped with the following uses at the densities and intensities identified below:

- 525 transient units that may include up to (and including) 33 two-bedroom two-bath fractional ownership units, and up to (and including) 21 three-bedroom three bath residential units with one-bedroom/one bath lockouts (each three-bedroom unit holding two transient licenses, total of 42 keys,

0.58 ESFU per key). With lockouts, each of the 21 residential units will consist of one two-bedroom two-bath unit, and one one-bedroom one-bath lockout unit, each with a transient license and each of which may be rented as one transient unit.

- The 21 residential units may be used as a single transient unit or as two transient units, or may be occupied by their owners as permanent residential dwelling units,
- spa,
- swimming pools,
- hotel restaurant and bar (8,615 square feet of consumption space),
- 50 affordable work force housing units (32 units 600 square feet or smaller, each 0.55 ESFU, and 18 units larger than 600 s.f., each 1.0 ESFU, total 35.6 ESFU), deed restricted as affordable work force housing as provided below,
- a conference center with 20,500 square feet of meeting space, together with all customary ancillary uses required for the operation of the redevelopment, including back of house, laundry, kitchens, and offices,
- 21,000 square feet of retail space,
- a themed restaurant and bar with 7,000 square feet of consumption space (250 seats),
- a transit center, and
- 889 parking spaces (816 existing spaces, 89 bicycle parking spaces, 25 scooter spaces, and valet parking as described in the parking variance granted for the Property under City Resolution No. 07-083, attached as Exhibit "C").

b. Screening from Adjacent Residential Uses. The redevelopment authorized by this Development Agreement shall be screened from adjacent residential areas. The Owner shall install a wall a minimum of six (6) feet in height between the Property and

adjacent residential areas, as depicted on the Conceptual Site Plan, and shall provide a heavily vegetated buffer adjacent to the fence, consistent with the buffer requirements in the City Code.

c. **Building Permit Allocations.** The Redevelopment Plan includes the redevelopment of 525 existing transient units, two market rate residential units, and 16 existing affordable work force housing units that are not subject to the requirement to obtain building permit allocations pursuant to City Comprehensive Plan Policy 1-3.12.1 and City Code Section 108-991. The City shall provide the Owner with the 19.6 affordable residential building permit allocations required for development of the additional affordable work force housing units included in the Redevelopment Plan at the time the City issues building permits for the affordable work force housing units.

6. **Conceptual Site Plan; Minor Revisions.**

a. The Redevelopment Plan approved by this Development Agreement is depicted on the Conceptual Site Plan for the Key West Resort dated April 1, 2007, prepared by Nichols, Brosch, Wurst, Wolfe & Associates, Inc., attached hereto as Exhibit "B" and incorporated herein. The Conceptual Site Plan is hereby approved by the City Commission, and all subsequent site plans, site plan approvals and building permits shall substantially comply with the Conceptual Site Plan; provided, however, that the final site plan may deviate from the Conceptual Site Plan (1) to accommodate refinements to the Redevelopment Plan made by the Owner, including minor shifts in the locations of structures, roadways, pathways, and swimming pool configuration; (2) to change the type and number of transient residential dwelling units, so long as the maximum density set forth in this Agreement is not exceeded; or (3) to accommodate

modifications that are necessary to meet regulatory requirements of the Florida Department of Transportation or other regulatory entity.

b. The Planning Director may approve minor modifications to the Conceptual Site Plan consisting of a reduction in building size, reduction in impervious area, expansion of landscaping, revisions to enhance storm water management, landscaping, handicapped accessibility or utilities, and similar modifications as authorized by City Code Section 108-91.C.1. and D. Other modifications to the approved Conceptual Site Plan, including modifications to ensure consistency with Florida Department of Transportation (FDOT) plans to improve the U.S. 1 / North Roosevelt Boulevard intersection as provided in Section 9 of this Agreement, shall be approved as either minor or major modifications pursuant to City Code Section 108-91.C.2-4, or during site plan review.

7. **Phasing.** The Redevelopment Plan may be developed in one or more phases within the timeframes established in this Agreement.

8. **Affordable Work Force Housing; Timing of Development; Deed Restriction.** As part of the Redevelopment Plan, the Owner shall develop fifty (50) affordable work force housing units, 32 of which will be 600 square feet or less in size and 18 of which may be greater than 600 square feet in size, subject to the following conditions:

a. Certificates of occupancy for the affordable work force housing units shall be issued prior to or concurrent with the issuance of a certificate of occupancy for any other part of the Redevelopment.

b. The Owner shall place a deed restriction on the affordable work force housing units, in a form acceptable to the City Attorney, which shall restrict the use of the units to affordable work force housing for a period of fifty (50) years. The City may extend the period of the deed restriction for an additional fifty (50) years pursuant to City Code Section 122.1467(d). The effective date of the restrictive covenant or covenants shall be the date the certificate of occupancy is issued for the affordable work force housing unit(s). The restrictive covenant(s) shall be recorded in the public records of Monroe County, Florida. The Owner shall provide a copy of each recorded restrictive covenant showing the book and page where recorded to the City Planning Department as soon after recordation as is reasonably practical. A restrictive covenant recorded pursuant to this Development Agreement shall supersede or replace any then-existing restrictive covenant for the 16 existing affordable work force housing units on the Property, so that those units or replacement units are subject to only one restriction to use as affordable work force housing.

c. Affordable work force housing may include low income, median income, moderate income and middle income housing. The number of affordable work force housing units devoted to each qualifying income level shall comply with City Code Section 122.1467 and shall be determined at the time of issuance of certificates of occupancy based on project employee needs at the time the affordable work force housing is available for occupancy.

d. The Owner shall provide the City a phasing schedule and plan for the displacement or relocation of residents of the 16 existing work force housing units on the Property. The phasing schedule and plan shall consist of or include reasonable notice to tenants

to vacate the units prior to redevelopment, the Owner's reasonable best efforts to assist tenants in locating other affordable housing, and providing the existing tenants with a first option to rent the new affordable work force housing units constructed as part of the Redevelopment Plan if their whereabouts are known or can be readily ascertained.

9. Traffic Flow; Coordination Regarding Transit Facility.

a. All entrances and exits to the Property from and to North Roosevelt Boulevard shall be completed prior to the issuance of certificates of occupancy for any structure. The service road access locations at both ends of the Property shall have curb cuts that permit both ingress and egress. The main driveway in front of the Conference Center shall allow right and left turning movements. All other curb cuts shall be one way with all exits to be right turn only onto North Roosevelt Boulevard.

b. The parties recognize that FDOT has plans to resurface the intersection of U.S. 1 and North Roosevelt Boulevard in the City. The Owner shall coordinate the traffic flow for the project with FDOT to ensure that, at the time the Owner seeks a permit for redevelopment of the Property, the proposed transit facility and main entrance into the Project are consistent with the FDOT U.S. 1 / North Roosevelt Boulevard intersection improvement plan.

c. The Owner shall coordinate with City Staff during the process of obtaining FDOT's approval of the traffic related improvements described above.

d. The Owner and the City shall enter into a collaborative dialog to explore the feasibility of a public-private partnership for use of all or part of the transit facility for public as well as private use. This provision is not a condition precedent to the Owner developing the

Property under the Redevelopment Plan but reflects the parties' intent to voluntarily explore options that are financially feasible to the Owner to maximize the public and private benefits of the Redevelopment Plan.

10. Form of Ownership of Property; Prohibition on Use of Hotel and Timeshare Units as Permanent Residences.

a. Condominium, cooperative, timeshare, or similar form of ownership of all or a portion of the Property, and the submission of the Property to the condominium, cooperative, timeshare or similar form of ownership (and recordation of a corresponding declaration of condominium or similar instrument), or the sale of individual transient residential dwelling units, shall not be prohibited and is consistent with terms and provisions of the City's Comprehensive Plan, City Code, and this Development Agreement.

b. The 21 residential units allowed on the Property may each be used as one or two transient units (each residential unit having a total 1.16 ESFU) or may be used by their owners for permanent occupancy. The hotel and timeshare transient units shall not be used as permanent residences. Timeshare contracts, declarations of condominium, or other similar documents related to the hotel and timeshare units shall include a provision prohibiting the use of such units as permanent residences unless a change of use is authorized by the City Commission. A copy of the timeshare contract, declaration of condominium, or other similar document shall be provided to the Planning Department for review of this use restriction prior to filing or recording.

11. Additional Development Conditions. The following additional conditions, terms, restrictions, and other requirements have been determined by the City of Key West to be necessary for the public health, safety, and welfare of its citizens:

a. **Fire Safety.** The Redevelopment Plan shall include a minimum of five (5) fire hydrants and five (5) fire wells. In addition, all units on the Property (transient and non-transient) shall include sprinklers.

b. **Timing of permit applications.** Prior to submitting a building permit application to the City, the Owner shall secure all necessary permits from state, regional and federal agencies, including but not limited to the South Florida Water Management District and the Florida Department of Transportation; and shall also secure any necessary permits or authorizations from the City of Key West Utilities.

c. **Fair Housing Requirements.** All units (non-transient and transient) shall comply with applicable state and federal fair housing act and ADA requirements for accessibility.

d. **Signage.** A Signage Plan will be submitted to the City Planning Department for approval prior to the issuance of building permits for the Redevelopment.

e. **Valet Parking.** Valet parking for the hotel shall be provided throughout the life of the Redevelopment.

f. **Building Heights.** Building heights shall not exceed 40 feet as allowed in the General Commercial zoning regulations applicable to the Property.

g. **Site Design.** The redevelopment of the Property shall be consistent with all bulk and site design requirements in the City Code, including but not limited to floor area ratios, open space, setbacks and buffering, lighting, landscaping, and stormwater management.

h. **Impact Fees.** The developer shall pay impact fees according to the City's impact fee ordinance applicable to all development in the City of Key West. However, the Owner shall not seek a reduction in impact fees under Ordinance No. 09-03 if it pulls permits within 18 months from the effective date of Ordinance No. 09-03.

i. **Additional Conditions by Mutual Agreement.** Nothing in this Agreement shall preclude the parties from applying additional conditions, by mutual agreement, during final site plan review or permitting.

j. **LEED Certification.** The Owner shall use its best efforts to seek the highest Leadership in Energy and Environmental Design ("LEED") certification possible for the Key West Resort Project.

12. Annual Progress Reports. Pursuant to City Code Section 90-688(b), the Owner shall provide the City Planning Department an annual progress report indicating all activities and achievements since the execution of the development agreement and, if applicable, since the previous periodic report.

13. Public Facilities. The public facilities that are required and that will service the Redevelopment authorized by this Development Agreement, who shall provide the facilities, the date new facilities, if any, will be constructed, and a schedule to assure public facilities are available concurrent with the impacts of development are as follows:

- a. Domestic potable water is provided by Florida Keys Aqueduct Authority.
- b. Electric service is provided by Keys Energy.
- c. Solid waste service is provided by City of Key West Waste Management.
- d. Wastewater treatment shall be provided by City of Key West.
- e. Fire service will be provided by the City of Key West Fire Department.
- f. All public facilities identified above are available as of the date of this

Development Agreement and are projected to be available concurrent with the impacts of the Redevelopment.

g. Schools: Adequate school facilities are anticipated to serve any students who may reside in the 34 additional affordable work force housing units developed under the Redevelopment Plan.

h. Recreational facilities: the Redevelopment Plan provides for on-site amenities for owners and guests of the Resort; adequate City facilities exist to serve the residents of the 34 additional affordable work force housing units to be developed under the Redevelopment Plan.

14. All Permits Approved or Needed.

a. The City granted the Owner Major Development Plan and Conditional Use approval by City Commission Resolution No. 07-164 dated March 15, 2007, for the redevelopment approved by this Agreement, which said approval is attached hereto as Exhibit "D". The only City development approvals needed for the redevelopment authorized by this Agreement are building permits.

b. No further review or discretionary review will be required by the City, it being agreed that the redevelopment, as depicted on the approved Conceptual Site Plan attached hereto, requires only the above development approvals so long as the final site plan substantially complies with the Conceptual Site Plan approved under this Development Agreement.

c. The following regional, state and federal permits are needed for the development authorized by this Development Agreement.

1. Florida Department of Transportation permits for curb cuts on North Roosevelt Boulevard.

2. Storm water permit from the South Florida Water Management District.

3. Potentially an Army Corps of Engineers permit for the relocation of the City's storm water outflow facilities within the boundaries of the Property.

d. Nothing in this Development Agreement shall be deemed to obviate the Owner's compliance with terms and provisions of each required approval.

15. Mutual Cooperation. The City agrees to cooperate with the Owner in timely providing or granting all permits, licenses, approvals, or consents necessary or appropriate to fully implement this Development Agreement. The City and the Owner agree to cooperate fully with and assist each other in the performance of the provisions of this Development Agreement.

16. Redevelopment to Comply with Permits and City Comprehensive Plan and Code Provisions. The Redevelopment described in and authorized by this Development Agreement shall be developed in accordance with all required permits, and in accordance with

all applicable provisions of the City's Comprehensive Plan and City Code in effect on the date of execution of this Agreement. No certificate of occupancy for an individual building shall be issued until all plans for that building are approved by the City and the Owner has complied with all conditions in permits issued by the City and other regulatory entities for that building.

17. Finding of Consistency. The City finds that the redevelopment authorized herein is consistent with the City's Comprehensive Plan and land development regulations in effect on the date of execution of this Development Agreement.

18. Compliance With Permits, Terms, Conditions, and Restrictions Not Identified Herein. The failure of this Development Agreement to address a particular permit, condition, term, or restriction shall not relieve the Owner of the necessity of complying with the law governing said permitting requirements, conditions, terms, or restrictions.

19. Laws Governing.

a. For the duration of this Development Agreement, all approved redevelopment of the Property shall comply with and be controlled by this Development Agreement and provisions of the City's Comprehensive Plan and City Code in effect on the date of execution of this Agreement. The parties do not anticipate that the City will apply subsequently-adopted laws and policies to the Property.

b. Pursuant to Section 163.3233, Florida Statutes (2007), the City may apply subsequently adopted laws and policies to the Property only if the City holds a public hearing and determines that: (a) the new laws and policies are not in conflict with the laws and policies governing the Agreement and do not prevent redevelopment of the land uses, intensities, or

densities set forth in this Development Agreement; (b) the new laws and policies are essential to the public health, safety, or welfare, and the City expressly states that they shall apply to the redevelopment that is subject to this Development Agreement; (c) the City demonstrates that substantial changes have occurred in pertinent conditions existing at the time of approval of this Development Agreement; or (d) the Development Agreement is based on substantially inaccurate information supplied by the Owner. However, nothing in this Development Agreement shall prohibit the parties from mutually agreeing to apply subsequently adopted laws to the Property.

c. If state or federal laws enacted after the effective date of this Development Agreement preclude any party's compliance with the terms of this Agreement, this Development Agreement shall be modified as is necessary to comply with the relevant state or federal laws. However, this Development Agreement shall not be construed to waive or abrogate any rights that may vest pursuant to common law.

20. Amendment, Renewal, and Termination. This Development Agreement may be amended, renewed, or terminated as follows:

a. As provided in Section 163.3237, Florida Statutes (2007), this Development Agreement may be amended by mutual consent of the parties or their successors in interest. Amendment under this provision shall be accomplished by an instrument in writing signed by the parties or their successors.

b. As provided in Section 163.3229, Florida Statutes (2007), this Development Agreement may be renewed by the mutual consent of the parties, subject to the

public hearing requirements in Section 163.3225, Florida Statutes (2007): the City shall conduct at least two (2) public hearings, one of which may be held by the local planning agency at the option of the City. Notice of intent to consider renewal of the Development Agreement shall be advertised approximately seven (7) days before each public hearing in a newspaper of general circulation and readership in the City of Key West, Florida, and shall be mailed to all affected property owners before the first public hearing. The day, time, and place at which the second public hearing will be held shall be announced at the first public hearing. The notice shall specify the location of the land subject to the Development Agreement, the development uses on the Property, the population densities, and the building intensities and height and shall specify a place where a copy of the Development Agreement can be obtained.

c. This Development Agreement may be terminated by the Owner or its successor(s) in interest following a breach of this Development Agreement upon written notice to the City as provided in this Agreement.

d. Pursuant to Section 163.3235, Florida Statutes (2007), this Development Agreement may be revoked by the City if the City finds, on the basis of competent substantial evidence, that there has been a failure to comply with the terms of this Development Agreement.

e. This Development Agreement may be terminated by mutual consent of the parties.

21. Breach of Agreement and Cure Provisions.

a. If the City concludes that there has been a material breach in this Development Agreement, prior to revoking this Agreement, the City shall serve written notice on

the Owner identifying the term or condition the City contends has been materially breached and providing the Owner with sixty (60) days from the date of receipt of the notice to cure the breach or negotiate an amendment to this Development Agreement. Each of the following events, unless caused by fire, storm, flood, other Act of God, or events beyond the control of the Owner, shall be considered a material breach of this Development Agreement: (1) failure to comply with the provisions of this Development Agreement; and (2) failure to comply with terms and conditions of permits issued by the City or other regulatory entity for the redevelopment authorized by this Development Agreement.

b. If the Owner concludes that there has been a material breach in the terms and conditions of this Development Agreement, the Owner shall serve written notice on the City identifying the term or condition the Owner contends has been materially breached and providing the City with thirty (30) days from the date of receipt of the notice to cure the breach. The following events, unless caused by fire, storm, flood, other Act of God, or events beyond the control of the City, shall be considered a material breach of this Agreement: failure to comply with the provisions of this Development Agreement; failure to timely process any application for site plan approval or other development approval required to be issued by the City for the redevelopment authorized by this Development Agreement.

c. If a material breach in this Development Agreement by the City occurs and is not cured within the time periods provided above, the party that provided notice of the breach may elect to terminate this Development Agreement or may seek to enforce this Development Agreement as provided by herein.

d. If the City waives a material breach in this Development Agreement by the Owner, such a waiver shall not be deemed a waiver of any subsequent breach.

22. Notices. All notices, demands, requests, or replies provided for or permitted by this Development Agreement, including notification of a change of address, shall be in writing to the addressees identified below, and may be delivered by any one of the following methods: (a) by personal delivery; (b) by deposit with the United States Postal Service as certified or registered mail, return receipt requested, postage prepaid; or (c) by deposit with an overnight express delivery service with a signed receipt required. Notice shall be effective upon receipt.

The addresses and telephone numbers of the parties are as follows:

TO THE OWNER:

Robert Spottswood
Spottswood Hotels, Inc.
50 Fleming Street
Key West, FL 33040
Telephone: (305) 294-4840

With a copy by regular U.S. Mail to:

Sherry A. Spiers, Esq.
Greenberg Traurig, P.A.
101 East College Avenue
Tallahassee, FL 32301
Telephone: (850) 222-6891
Fax: (850) 681-0207

TO THE CITY:

City Planning Director
604 Simonton Street
Key West, FL 33040
Telephone: (305) 809-3720
Fax: (305) 809-3739

With a copy by regular U.S. Mail to:

City Manager
525 Angela Street
Key West, FL 33041-1409
Telephone: (305) 809-3888
Fax: (305) 809-3886

23. Enforcement. In accordance with Section 163.3243, Florida Statutes (2007), any party to this Development Agreement, any aggrieved or adversely affected person as defined in Section 163.3215(2), Florida Statutes (2007), or the state land planning agency (currently the Department of Community Affairs) may file an action for injunctive relief in the circuit court of Monroe County, Florida, to enforce the terms of this Development Agreement or to challenge the compliance of this Development Agreement with the provisions of Sections 163.3220-163.3243, Florida Statutes (2007).

24. Conflicts. In the event of a conflict between the provisions of this Development Agreement and City ordinances, the terms of this Development Agreement shall control.

25. Binding Effect. This Development Agreement shall be binding upon the parties hereto, their successors in interest, heirs, assigns, and personal representatives.

26. Assignment. This Agreement may be assigned without the written consent of the parties.

27. Drafting of Agreement. The parties acknowledge that they jointly participated in the drafting of this Development Agreement and that no term or provision of this Development Agreement shall be construed in favor of or against either party based solely on the drafting of the Agreement.

28. Severability. In the event any provision, paragraph or section of this Development Agreement is determined to be invalid or unenforceable by a court of competent jurisdiction, such determination shall not affect the enforceability or the validity of the remaining provisions of this Development Agreement.

29. Applicable Law. This Development Agreement was drafted and delivered in the State of Florida and shall be construed and enforced in accordance with the laws of the State of Florida.

30. Use of Singular and Plural. Where the context requires, the singular includes the plural, and the plural includes the singular.

31. Duplicate Originals; Counterparts. This Development Agreement may be executed in any number of originals and in counterparts, all of which evidence one agreement. Only one original is required to be produced for any purpose.

32. Headings. The headings contained in this Development Agreement are for identification purposes only and shall not be construed to amend, modify, or alter the terms of the Development Agreement.

33. Entirety of Agreement; Incorporation of Prior Development Approvals. This Development Agreement incorporates or supersedes all prior negotiations, correspondence, conversations, agreements, or understandings regarding the matters contained herein. The Parking Variance attached as Exhibit "C" and the Major Development Plan and Conditional Use Approval attached as Exhibit "D" are incorporated herein. The parties agree that there are no commitments, agreements, understandings, or development orders concerning the subjects

covered by this Development Agreement that are not contained in or incorporated into this document and, accordingly, no deviation from the terms hereof shall be predicated upon any prior representations, agreements or approvals, whether written or oral. This Development Agreement contains the entire and exclusive understanding and agreement among the parties and may not be modified in any manner except by an instrument in writing signed by the parties.

34. Recording; Effective Date. The Owner shall record this Development Agreement in the public records of Monroe County, Florida, within fourteen (14) days after the date of this Development Agreement. A copy of the recorded Development Agreement showing the date, page and book where recorded shall be submitted to the City and to the state land planning agency by hand delivery, registered or certified United States mail, or by a delivery service that provides a signed receipt showing the date of delivery, within fourteen (14) days after the Development Agreement is recorded. This Development Agreement shall become effective thirty (30) days after the date it is recorded in the public records of Monroe County, Florida, and received by the state land planning agency.

35. Date of Agreement. The date of this Development Agreement is the date the last party signs and acknowledges this Development Agreement.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have set their hands and seals on the dates below written.

[Remainder of page intentionally left blank]

JRC KEY WEST HOTEL LLC,
an Illinois limited liability company

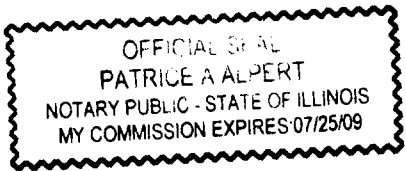
By: RFA Management Company LLC, a
Delaware limited liability company, its manager

March 12, 2009

By: *[Signature]*
Edward W. Ross, its Manager

STATE OF Illinois
COUNTY OF Cook

The foregoing instrument was acknowledged before me on this 12th day of March, 2009, by Edward W. Ross who is personally known to me or who produced _____ as identification, and who did/did not take an oath.



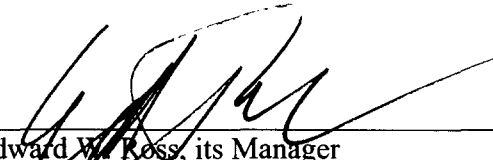
Patrice Alpert
Notary Public
Name PATRICE A. ALPERT
(typed, printed or stamped)
My commission expires: 7-25-09

RFA KEY WEST LLC,
an Illinois limited liability company

By: RFA Investors, LP, a Delaware limited
partnership, its sole member

By: RFA Management Company LLC, a
Delaware limited liability company, its general
partner

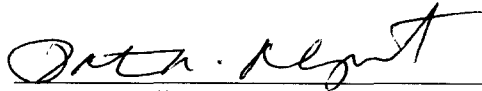
March 12, 2009

By: 
Edward W. Ross, its Manager

STATE OF Illinois
COUNTY OF Cook

The foregoing instrument was acknowledged before me on this 12th day of March, 2009, by Edward W. Ross who is personally known to me or who produced _____ as identification, and who did/did not take an oath.




Notary Public
Name PATRICE A ALPERT
(typed, printed or stamped)
My commission expires: 7-25-09

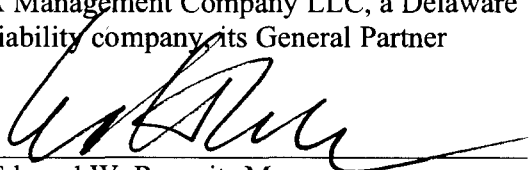
RFA KEY WEST II LLC,
a Florida limited liability company

By: RFA Key West II Manager LLC,
a Florida limited liability company, its Manager

By: RFA Investors, LP, a Delaware limited
partnership, Manager

By: RFA Management Company LLC, a Delaware
limited liability company, its General Partner

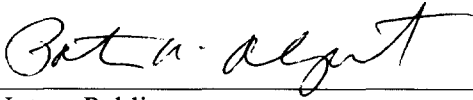
March 12, 2009

By: 
Edward W. Ross, its Manager

STATE OF Illinois
COUNTY OF Cook

The foregoing instrument was acknowledged before me on this 12th day of March, 2009, by Edward W. Ross who is personally known to me or who produced _____ as identification, and who did/did not take an oath.

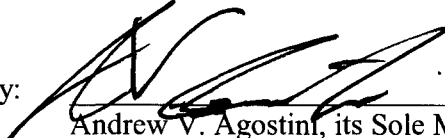



Notary Public
Name PATRICE A ALPERT
(typed, printed or stamped)
My commission expires: 7-25-09

AVA KEY WEST LLC,
an Illinois limited liability company

March 12, 2009

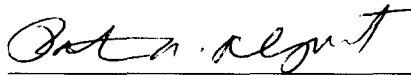
By:


Andrew V. Agostini, its Sole Member

STATE OF Illinois
COUNTY OF Cook

The foregoing instrument was acknowledged before me on this 12th day of March, 2009, by Andrew V. Agostini who is personally known to me or who produced _____ as identification, and who did/did not take an oath.





Notary Public

Name

PATRICE A. ALPERT

(typed, printed or stamped)

My commission expires: 7-25-09

JL KEY WEST LLC,
an Illinois limited liability company

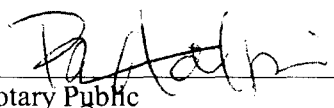
March 6, 2009

By: _____


J. Luzuriaga, its Sole Member

STATE OF South Carolina
COUNTY OF Charleston

The foregoing instrument was acknowledged before me on this 16th day of March, 2009, by J. Luzuriaga who is personally known to me or who produced _____ as identification, and who did/did not take an oath.



Notary Public

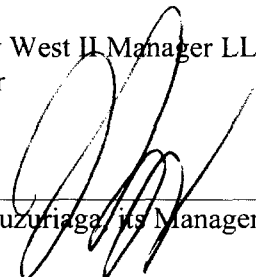
Name Bhianne M. Traip
(typed, printed or stamped)

My commission expires: 8/16/2016

JL Key West II, LLC,
a Florida limited liability company

By: JL Key West II Manager LLC,
its Manager

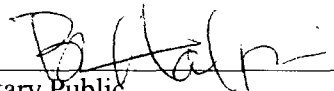
March 10, 2009

By: 

J. Luzuriaga, its Manager

STATE OF South Carolina
COUNTY OF Charleston

The foregoing instrument was acknowledged before me on this 10th day of March, 2009, by J. Luzuriaga who is personally known to me or who produced _____ as identification, and who did/did not take an oath.



Notary Public
Name Brianne M Halpin
(typed, printed or stamped)
My commission expires: 8/10/2010

SH 6, INC.,
a Florida corporation

March 6, 8, 2009

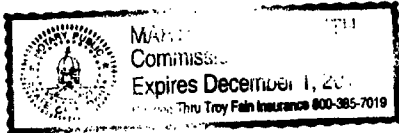
By: [Signature]
Robert A. Spottswood, its President

STATE OF FLORIDA
COUNTY OF MONROE

The foregoing instrument was acknowledged before me on this 6th day of March, 2009, by Robert A. Spottswood who is personally known to me or who produced as identification, and who did/did not take an oath.

[Signature]
Notary Public, State of Florida

Name: _____
(typed, printed or stamped)
My commission expires:



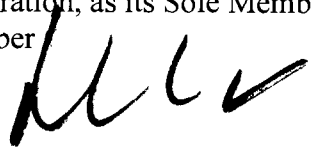
MARTHA A. GALBRAITH

SH 8, LLC,
a Florida limited liability company

By: SH 8 MANAGER, LLC, a Florida limited liability company, as its Manager

By: SPOTTSWOOD HOTELS, INC., a Florida corporation, as its Sole Member and Managing Member

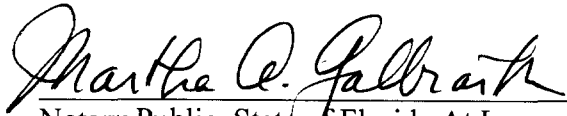
March 6, 2009

By: 
Robert A. Spottswood, President

STATE OF FLORIDA
COUNTY OF MONROE

The foregoing instrument was acknowledged before me on this 6th day of March, 2009, by Robert A. Spottswood who is personally known to me or who produced as identification, and who did/did not take an oath.

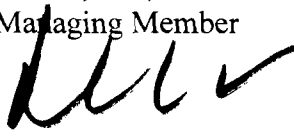



Notary Public, State of Florida
Name: MARTHA A GALBRAITH Large
(typed, printed or stamped)
My commission expires:

JLW Key West 1, LLC,
a Florida limited liability company

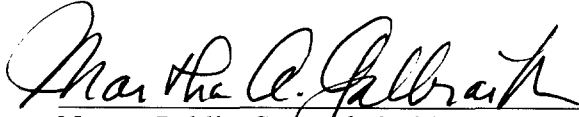
By: SH 7, Inc., a Florida corporation,
its Managing Member

March 6, 2009

By: 
Robert A. Spottswood
President

STATE OF FLORIDA
COUNTY OF MONROE

The foregoing instrument was acknowledged before me on this 6th day of March, 2009, by Robert A. Spottswood who is personally known to me or who produced as identification, and who did/did not take an oath.



Notary Public, State of Florida At Large
Name: MARTHA A. GALBRAITH

(typed, printed or stamped)

My commission expires:



JLW Key West 2, LLC,
a Florida limited liability company

By: SH 7, Inc., a Florida corporation,
its Managing Member

March 6, 2009

By: [Signature]
Robert A. Spottswood
President

STATE OF FLORIDA
COUNTY OF MONROE

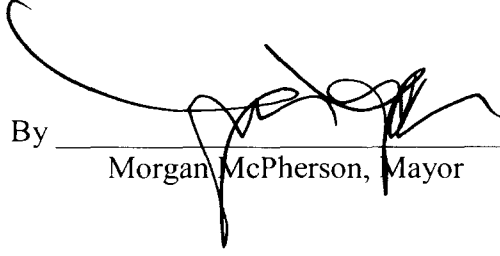
The foregoing instrument was acknowledged before me on this 6th day of March, 2009, by Robert A. Spottswood who is personally known to me or who produced _____ as identification, and who did/did not take an oath.

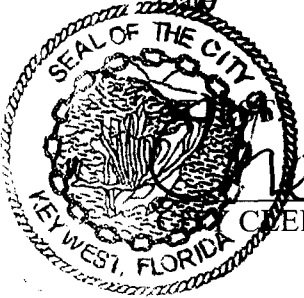
[Signature]
Notary Public, State of Florida At Large
Name: MARTHA A. GALBRAITH
(typed, printed or stamped)
My commission expires:



CITY OF KEY WEST

April 13, 2009
Date

By 
Morgan McPherson, Mayor




Meryl Smith
CLERK

LIST OF EXHIBITS

- Composite Exhibit A: Legal descriptions
- Exhibit B: Conceptual Site Plan
- Exhibit C: Resolution No. 07-083 (Parking Variance)
- Exhibit D: City Commission Resolution No. 07-164
Major Development Plan and Conditional Use Approval

COMPOSITE EXHIBIT "A"
LEGAL DESCRIPTIONS

Doc# 1739689
Bk# 2410 Pg# 159

Days Inn: 3852 N. Roosevelt Boulevard

A parcel of land located and situate on the Island of Key West, County of Monroe, State of Florida, being more particularly described by metes and bounds as follows:

Starting at the intersection of the Northerly property line of Duck Avenue and the Southeast corner of Block 15, KEY WEST FOUNDATION COMPANY'S PLAT NO. 2, recorded in Plat Book 1, Page 189; thence North 21° 22'20" West, 135.00 feet along the Westerly property line of Roosevelt Boulevard to the Point of Beginning; thence South 68° 45'40" West, 240.00 feet to a corner; thence North 21° 22'20" West, 600.00 feet; thence North 68° 45'40" East, 240.00 feet to the Westerly property line of Roosevelt Boulevard; thence South 21° 22'20" East, 600.00 feet along the Westerly property of Roosevelt Boulevard to the Place of Beginning, all in Tract 22 of the land of the Key West Improvement Company, Inc.

Old Town Key West: 3800 N. Roosevelt

On the Island of Key West, Monroe County, Florida, and being a part of the lands formerly owned by the Key West Improvement, Inc., and being more particularly described as follows:

Begin at the Northwest corner of Parcel Number Two (2) as shown on the "Plat of Survey of Lands on Island of Key West, Monroe County, Florida", recorded in Plat Book 3, at Page 35 of Monroe County Official Records, said corner being that established by John P. Goggin; thence South 05° 46'25" East, a distance of 119.42 feet; thence North 84° 13'35" East, a distance of 5.75 feet; thence South 05° 46'25" East, a distance of 69.74 feet; thence North 84° 13'35" East, a distance of 11.43 feet; thence South 05° 49'37" East, a distance of 420.43 feet to the Northerly right of way line of Northside Drive; thence North 84° 09'31" East, a distance of 6.03 feet to a point on a curve to the right, having a radius of 438.06 feet, a central angle of 09° 58'38", a tangent length of 38.24 feet, a chord bearing of South 88° 46'57" East and a chord length of 76.19 feet; thence along the arc of said curve, an arc length of 76.28 feet to the end of said curve; thence leaving the said Northerly right of way line of Northside Drive, North 03° 39'42" East, a distance of 606.74 feet to the Southerly right of way line of North Roosevelt Boulevard (State Road No. 5) and to a point on a curve to the left, having a radius of 978.72 feet, a central angle of 10° 43'40", a tangent length of 91.89 feet, a chord bearing of North 89° 35'25" West, and a chord length of 182.99 feet; thence along the arc of said curve, an arc length of 183.25 feet to the point of tangency of said curve; thence South 84° 13'35" West, a distance of 16.83 feet back to the Point of Beginning.

Radisson Inn: 3820 N. Roosevelt Boulevard

Commence at the Northwest corner of Parcel 2 as shown on the Plat of Survey of Lands on the Island of Key West, Monroe County, Florida as recorded in Plat Book 3, at Page 35, of the Official Records of Monroe County, Florida; said Northwest corner being Northwest of and 2276.93 feet (measured along the South right of way curb line of North Roosevelt Boulevard) distant from the Northeast corner of Block 15 of the "KEY WEST FOUNDATION COMPANY'S PLAT NO. 2", as recorded in Plat Book 1, at Page 189, of the Official Records of Monroe County, Florida and run thence Easterly along the North boundary of said Parcel 2, for a distance of 200.79 feet to the Point of Beginning of the parcel of land being described herein; thence continue Easterly on the curve to the right having a radius of 978.72 feet, a central angle of 17° 33'46", a tangent length of 151.19 feet, a chord bearing of South 76° 15'52" East and a chord length of 298.83 feet; thence along the arc of said curve an arc length of 300.00 feet to the end of said curve; thence South 18° 07'46" West, a distance of 598.34 feet to the Northerly right of way line of Northside Drive and a point on a curve to the left, having a radius of 438.06 feet, a central angle of 19° 18'00", a tangent length of 74.49 feet, a chord bearing of North 76° 34'44" West and a chord length of 146.86 feet; thence along the arc of said curve and the said Northerly right of way line of Northside Drive, an arc length of 147.56 feet to the end of said curve; thence North 03° 39'42" East, a distance of 606.74 feet back to the Southerly right of way line of North Roosevelt Boulevard and to the Point of Beginning.

Conch Tour Train: 3840 N. Roosevelt Boulevard (includes existing affordable housing)

A parcel of land on the Island of Key West, Monroe County, Florida, and being described by metes and bounds as follows:

Commence at the Northeast corner of Parcel 2, according to the plat thereof as recorded in Plat Book 3, at Page 35, of the public records of said Monroe County, Florida, thence South 33° 07'56" West, a distance of 7.59 feet to the Point of Beginning; thence continue South 33° 07'56" West, a distance of 613.04 feet to the Northeasterly right of way line of Northside Drive as existing and constructed, and a point on a curve to the right, having a radius of 438.06 feet, a central angle of 13° 20'33", a tangent length of 51.24 feet, a chord bearing of South 41° 39'37" East and a chord length of 101.78 feet; thence along the arc of said curve, an arc length of 102.01 feet to the end of said curve, thence North 37° 37'40" East, a distance of 646.24 feet to the Southwesterly right of way line of North Roosevelt Boulevard (State Road No. 5) and a point on a curve to the left, having a radius of 524.51 feet, a central angle of 14° 58'17", a tangent length of 68.92 feet, a chord bearing of North 57° 59'55" West, and a chord length of 136.66 feet; thence along the arc of said curve, an arc length of 137.05 feet to the end of said curve; thence North 65° 16'67" West, a distance of 12.37 feet back to the Point of Beginning.

Comfort Inn: 3824 N. Roosevelt Boulevard

Commencing at the Northwest corner of Parcel 2 on "Plat of Survey of Lands on the Island of Key West, Monroe County, Florida," as recorded in Plat Book 3, Page 35, of the Public Records of Monroe County, Florida; thence Northeasterly and Easterly along the Southerly right of way line of North Roosevelt Boulevard 500.79 feet to a curve to the right and the Point of Beginning; said curve having a radius of 978.72 feet, a central angle of $01^{\circ} 58'48''$, a tangent length of 16.91 feet, a chord bearing of South $66^{\circ} 29'35''$ East, and a chord length of 33.82 feet; thence along the arc of said curve, an arc length of 33.82 feet to the end of said curve; thence South $65^{\circ} 16'55''$ East, a distance of 265.99 feet; thence South $33^{\circ} 07'56''$ West, a distance of 622.55 feet to a point on a curve to the left, having a radius of 417.89 feet, a central angle of $19^{\circ} 27'37''$, a tangent length of 71.66 feet; a chord bearing of North $57^{\circ} 18'20''$ West and a chord length of 141.25 feet; thence along the arc of said curve, an arc length of 141.93 feet to the end of said curve; thence North $18^{\circ} 07'46''$ East, a distance of 599.50 feet back to the Point of Beginning.

Holiday Inn Key West: 3850 N. Roosevelt Boulevard

Parcel A:

A parcel of land on the Island of Key West, Monroe County, Florida, and being described as follows:

Commence at the Northeast corner of Block 15 of the KEY WEST FOUNDATION COMPANY'S PLAT NO. 2, as recorded in Plat Book 1, at Page 189, of the Public Records of Monroe County, Florida, and run thence North $68^{\circ} 45'40''$ East for a distance of 15 feet to the Westerly curb line of Roosevelt Boulevard; thence run North $21^{\circ} 22'20''$ West along the said Westerly curb line of Roosevelt Boulevard for a distance of 600 feet to the Point of Beginning of the parcel of land being described herein; thence run South $68^{\circ} 45'40''$ West for a distance of 255 feet; thence run North $21^{\circ} 22'20''$ West for a distance of 77.62 feet to a point on the dividing line between Parcel 1 and Parcel 22 as shown on an unrecorded map compiled by Bailey-Crawshaw; thence run North $68^{\circ} 41'40''$ East along the dividing line between the said Parcel 1 and 22 for a distance of 255 feet to a point being the Southeast corner of the said Parcel 1 and the Northeast corner of the said Parcel 22 and said point also being on the Westerly right of way (curb line) of the said Roosevelt Boulevard; thence run South $21^{\circ} 22'20''$ East along the Westerly right of way (curb line) of the said Roosevelt Boulevard for a distance of 77.90 feet back to the Point of Beginning; Less and Except right of way for North Roosevelt Boulevard (U.S. Highway No.1) as set forth in Order of Taking recorded in Official Records Book 923, Page 199, Public Records of Monroe County, Florida.

AND

Parcel B:

A parcel of land on the Island of Key West, Monroe County, Florida, and being described as follows:

Commence at the Northeast corner of Block 15 of the KEY WEST FOUNDATION COMPANY'S PLAT NO. 2, as recorded in Plat Book 1, at Page 189, of the Public Records of Monroe County, Florida, and run thence North 68° 45'40" East for a distance of 15 feet to the Westerly curb line of Roosevelt Boulevard; thence run North 21° 22'20" West along the said Westerly curb line of Roosevelt Boulevard for a distance of 677.90 feet to the Point of Beginning of the parcel of land being described herein, said Point of Beginning also known as the Southeast corner of Parcel 1 and the Northeast corner of Parcel 22 as shown on an unrecorded map compiled by Bailey-Crawshaw; thence run South 68° 41'40" West along the dividing line between the said Parcels 1 and 22 for a distance of 240 feet; thence run North 21° 22'20" West for a distance of 373.27 feet to the beginning of a curve, concave to the Southwest and having a radius of 305.43 feet; thence run Northwesterly along said curve for an arc distance of 85.90 feet; thence run North 62° 51'49" East for a distance of 243.95 feet; more or less, to the Westerly right of way (curb line) of the said Roosevelt Boulevard; run thence Southeasterly along the curved Westerly right of way (curb line) of the said Roosevelt Boulevard, said curve being concave to the Southwest and having a radius of 536.16 feet. for an arc distance of 95.50 feet; thence run South 21° 22'20" East along the Westerly right of way (curb line) of the said Roosevelt Boulevard for a distance of 387.93 feet back to the Point of Beginning; Less and Except right of way for North Roosevelt Boulevard (U.S. Highway No.1) as set forth in Order of Taking recorded in Official Records Book 923, Page 199, Public Records of Monroe County, Florida.

AND

Parcel C:

A parcel of land on the Island of Key West, Monroe County, Florida, and being described as follows:

Commence at the Northeast corner of Block 15 of the KEY WEST FOUNDATION COMPANY'S PLAT NO. 2, as recorded in Plat Book 1, at Page 189, of the Public Records of Monroe County, Florida, and run thence North 68° 45'40" East for a distance of 15 feet to the Westerly curb line of Roosevelt Boulevard; thence run North 21° 22'20" West along the said Westerly curb line of Roosevelt Boulevard for a distance of 677.90 feet to a point known as the Southeast corner of Parcel 1 and the Northeast corner of Parcel 22 as shown on an unrecorded map compiled by Bailey-Crawshaw; thence run South 68° 41'40" West along the dividing line between the said Parcels 1 and 22 for a distance of 240 feet to the Point of Beginning of the parcel of land being described herein. thence continue S 68° 41'40" West for a distance of 26.62 feet; thence run North 21° 14'20" West for a distance of 457.62 feet to the beginning of a curve, concave to the Southwest and having a radius of 100 feet; thence run Northwesterly along the said curve for an arc distance of 54.21 feet; thence run North 37° 37'40" East for a distance of 6.69 feet; thence run Southeasterly along a curve concave to the Southwest and having a radius of 305.43 feet for an arc distance of 145.90 feet; thence run South 21° 22'20" East for a distance of 373.27 feet back to the Point of Beginning.

AND

Parcel D:

A parcel of land on the Island of Key West, Monroe County, Florida, and being described as follows:

Commence at the Northeast corner of Block 15 of the KEY WEST FOUNDATION COMPANY'S PLAT NO. 2, as recorded in Plat Book 1, at Page 189, of the Public Records of Monroe County, Florida, and run thence North 68° 45'40" East for a distance of 15 feet to the Westerly curb line of Roosevelt Boulevard; thence run North 21° 22'20" West along the said Westerly curb line of Roosevelt Boulevard for a distance of 600 feet, thence run South 68° 45'40" West for a distance of 255 feet to the Point of Beginning of the parcel of land being described herein; thence run North 21° 22'20" West for a distance of 77.62 feet; thence run South 68° 41'40" West for a distance of 1.75 feet; thence run South 21° 22'20" East for a distance of 77.62 feet; thence run North 68° 45'40" East for a distance of 1.75 feet back to the Point of Beginning.

AND

Parcel E:

A parcel of land on the Island of Key West, Monroe County, Florida, and being described as follows:

Commence at the Northeast corner of Block 15 of the KEY WEST FOUNDATION COMPANY'S PLAT NO. 2, as recorded in Plat Book 1, at Page 189, of the Public Records of Monroe County, Florida, and run thence North 68° 45'40" East for a distance of 15 feet to the Westerly curb line of Roosevelt Boulevard; thence run North 21 ° 22'20" West along the said Westerly curb line of Roosevelt Boulevard for a distance of 1065.83 feet to the beginning of a curve concave to the Southwest and having a radius of 536.16 feet; thence run Northwesterly along said curve and Westerly right of way (curb line) of the said Roosevelt Boulevard for an arc distance of 95.50 feet to the Point of Beginning of the parcel of land being described herein; thence run South 62° 51'49" West for a distance of 243.95 feet to a point on a curve concave to the Southwest and having a radius of 305.43 feet; thence run Northwesterly along the said curve for an arc distance of 60 feet; thence run North 37° 37'40" East for a distance of 241.66 feet more or less to the Westerly right of way (curb line) of the said Roosevelt Boulevard; thence run Southeasterly along the curved Westerly right of way (curb line) of the said Roosevelt Boulevard, said curve being concave to the Southwest and having a radius of 536.16 feet for an arc distance of 165 feet back to the Point of Beginning; Less and Except right of way for North Roosevelt Boulevard (U.S. Highway No.1) as set forth in Order of Taking recorded in Official Records Book 923, Page 199, Public Records of Monroe County, Florida.

EXHIBIT "B"

CONCEPTUAL SITE PLAN

**Doc# 1739689
Bk# 2410 Pg# 164**



← EXISTING CONDITIONS
SITE PLAN

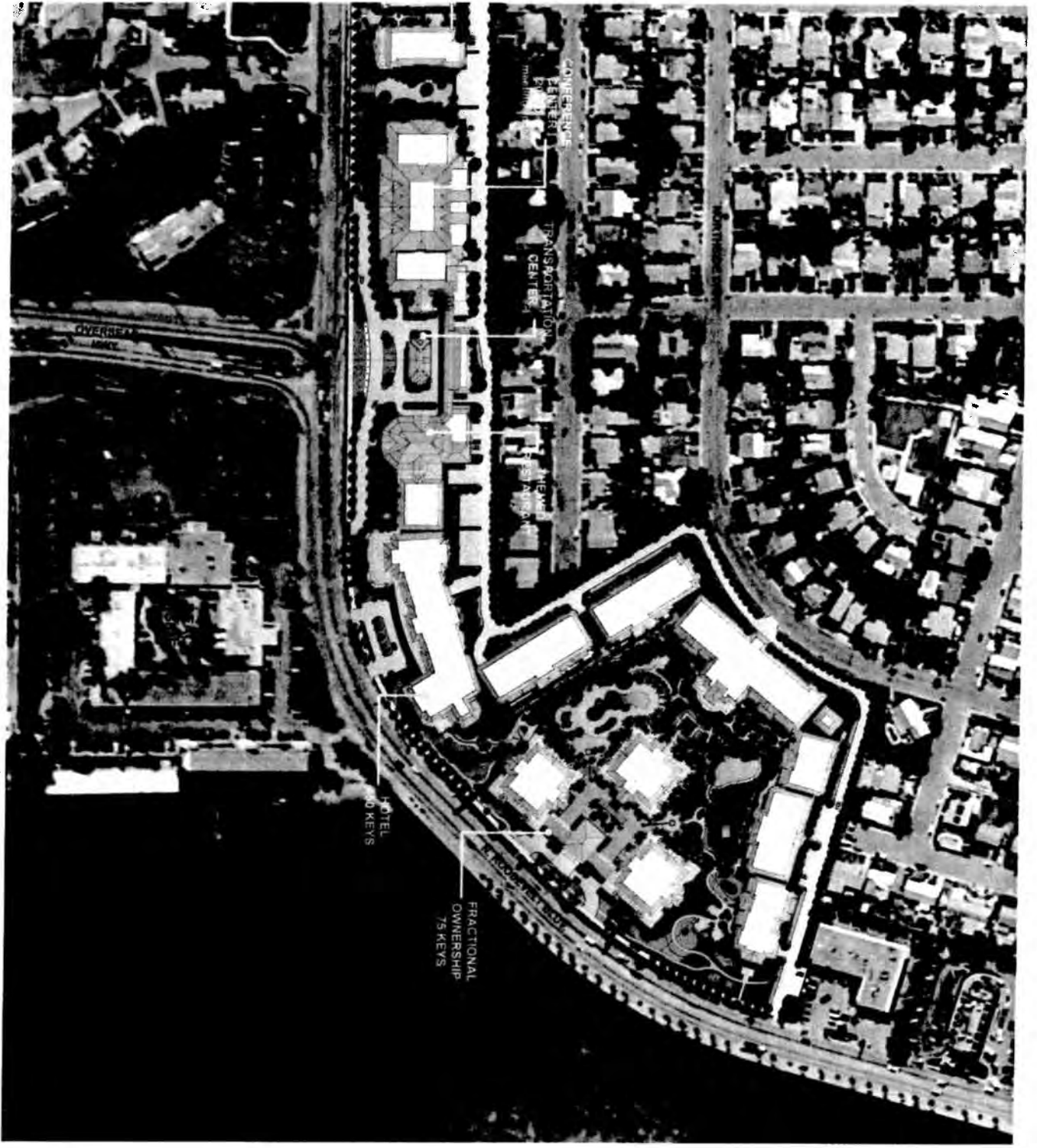
KEY WEST RESORT & CONFERENCE CENTER
3820 NORTH ROOSEVELT BOULEVARD



0520107
DKC
S.M. MITTLER
PLANNING BOARD
3040 N. W. 10th St.
MIAMI, FL 33136
PLANNING BOARD
CITY COMMISSIONER
RUIZ AMOROSA
SUPPLEMENT

267

A-07



← SITE PLAN

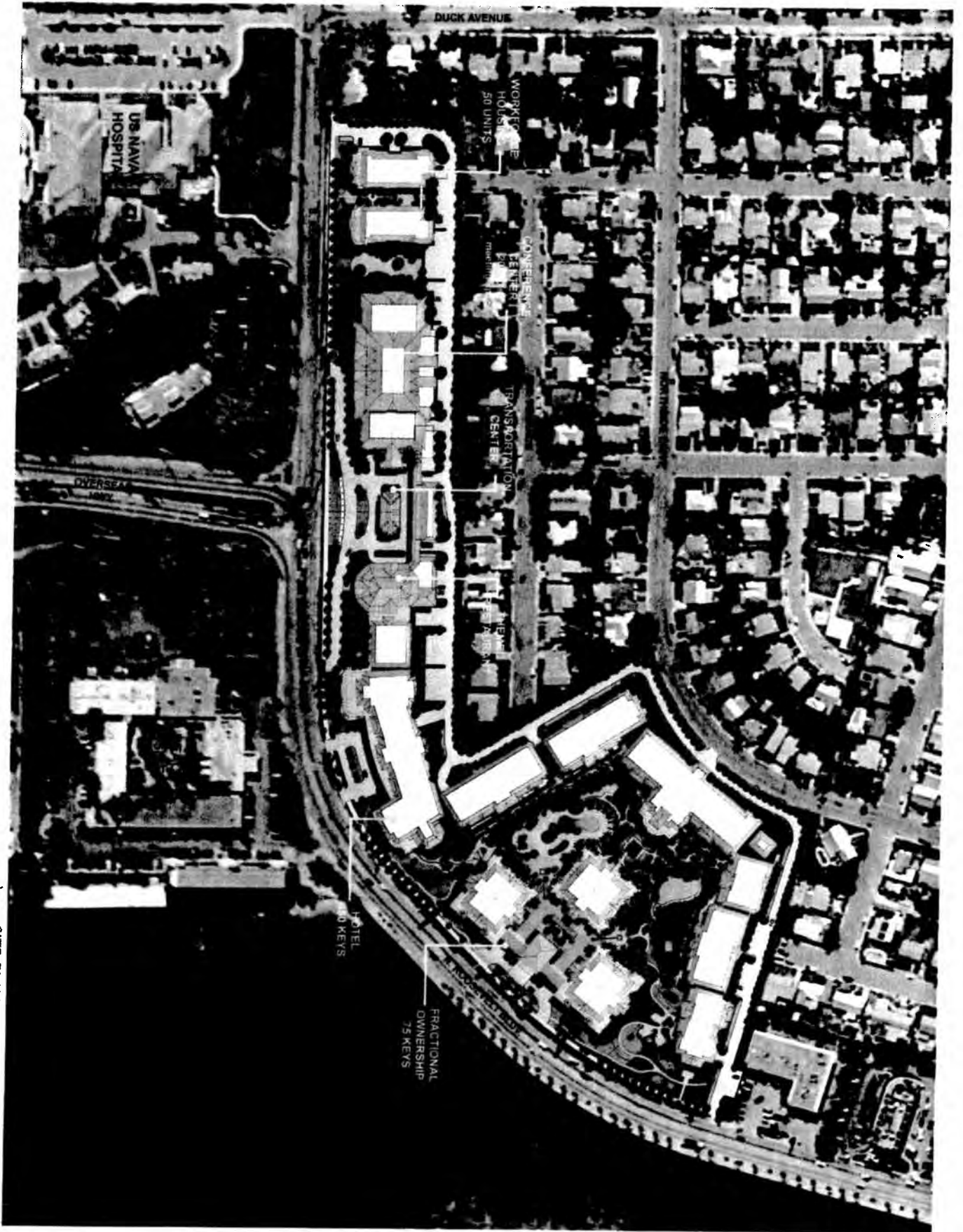
KEY WEST RESORT & CONFERENCE CENTER
 3820 NORTH ROOSEVELT BOULEVARD



83-01-07	D.R.C.
SUBMITTAL	PLANNING BOARD
SUBMITTAL	BOARD OF ADJUSTMENTS
PLANNING BOARD	DESIGN/CONSTRUCTION PLAN APPROVAL
SUBMITTAL	

2677

A-08



← SITE PLAN

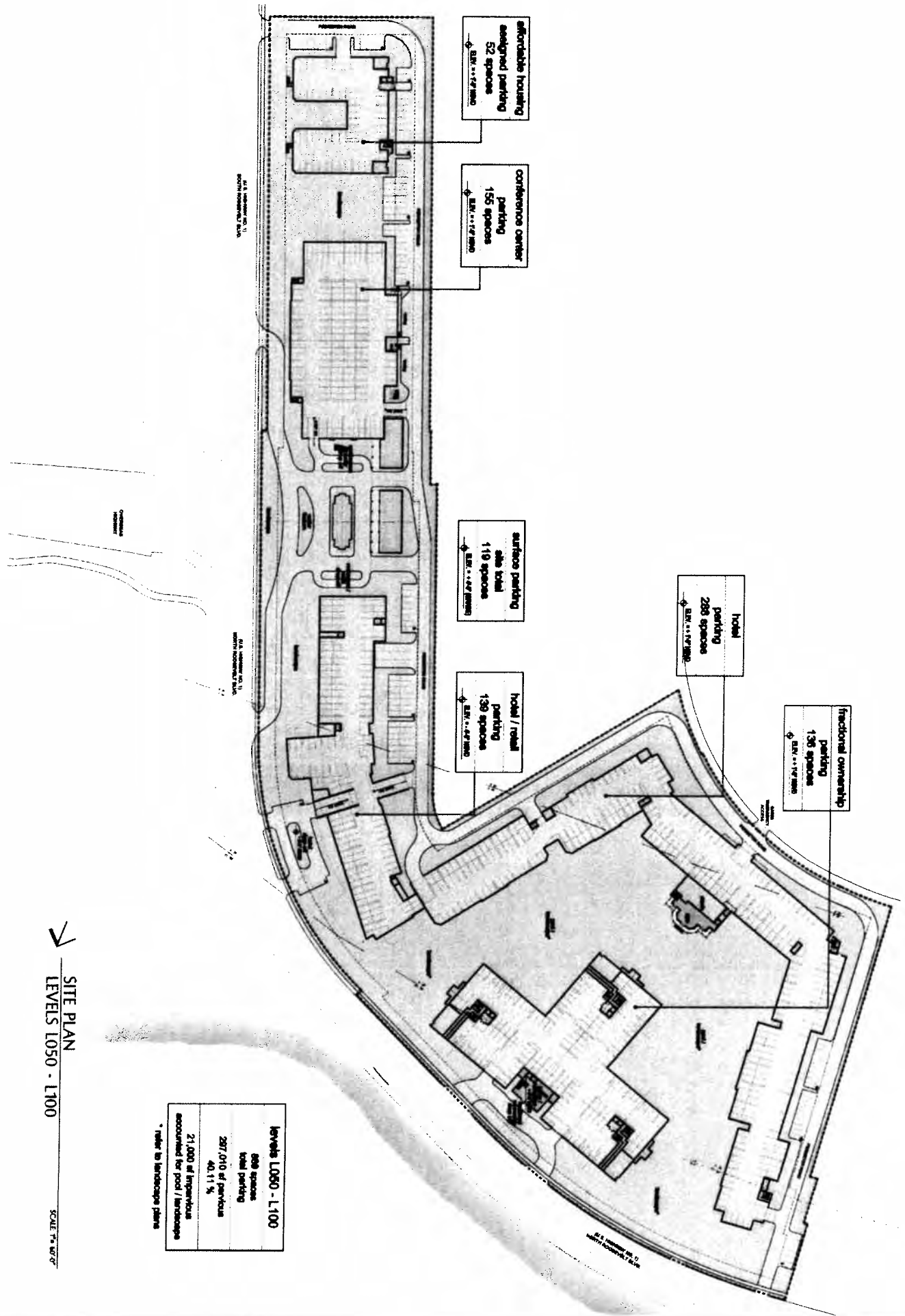
KEY WEST RESORT & CONFERENCE CENTER
 3820 NORTH ROOSEVELT BOULEVARD
 KEY WEST, FLORIDA 33560



DESIGN BY
 ORC
 SUBMITTAL
 PLANNING BOARD
 SUBMITTAL
 BOARD OF
 ADJUSTMENTS
 PLANNING BOARD
 CITY COMMISSIONER
 DEVELOPMENT
 PLAN APPROVAL
 SUPPLEMENT

2677

A-08



↳ SITE PLAN
 LEVELS L050 - L100

SCALE: 1/8" = 1'-0"

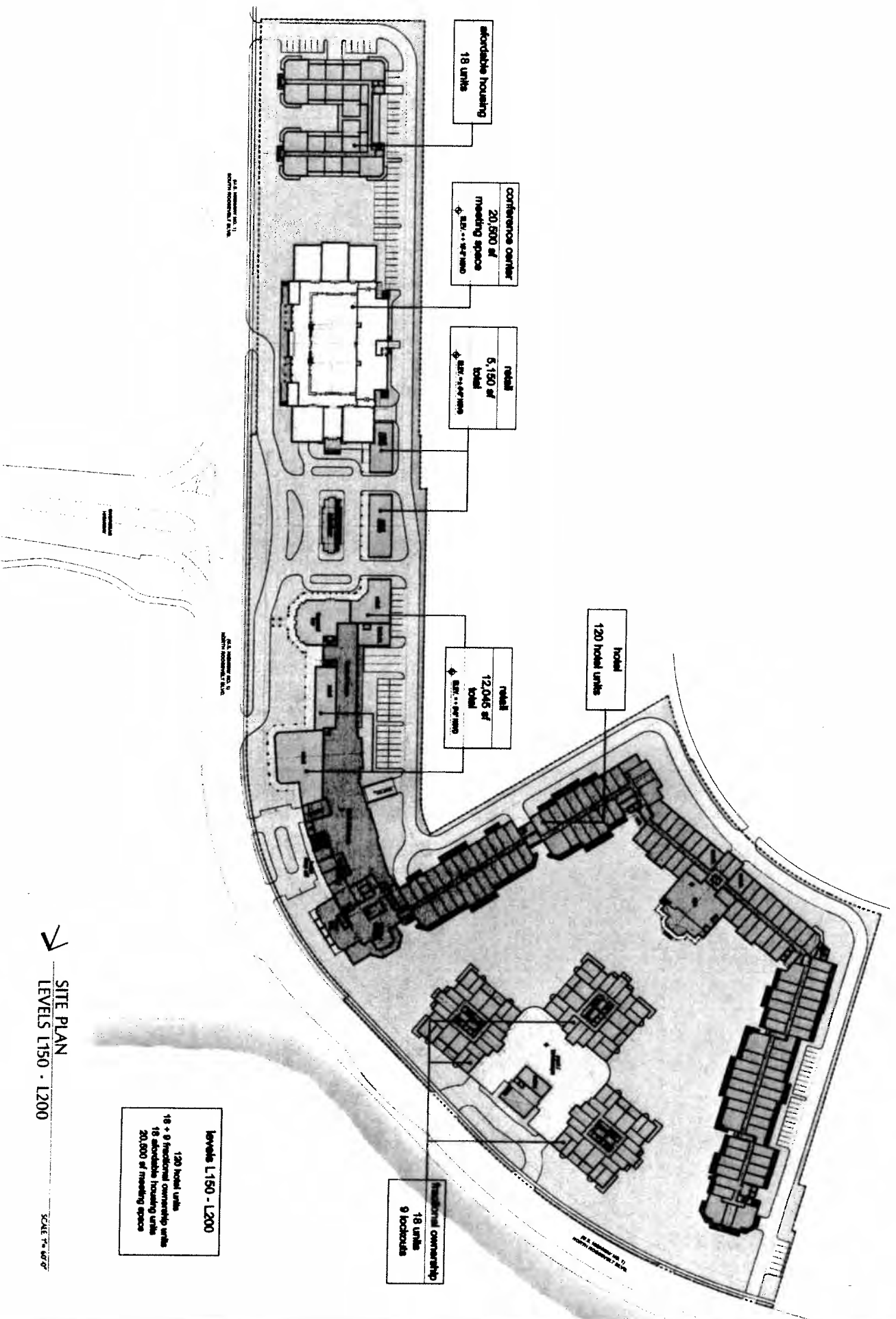
Levels L050 - L100	
688 spaces	
total parking	297 / 0.10 of previous
	40.11 %
21,000 sq ft impervious	
accounted for pool / landscape	
* refer to landscape plans	

KEY WEST RESORT & CONFERENCE CENTER

3820 NORTH ROOSEVELT BOULEVARD
 KEY WEST, FLORIDA 33040



04-01-07
 DMC
 SCHEFFEL
 PLANNING BOARD
 SCHEFFEL
 ADJUTANT
 PLANNING BOARD
 CITY COMMISSIONER
 DEVELOPMENT
 PLAN APPROVAL



→ SITE PLAN
LEVELS L150 - L200

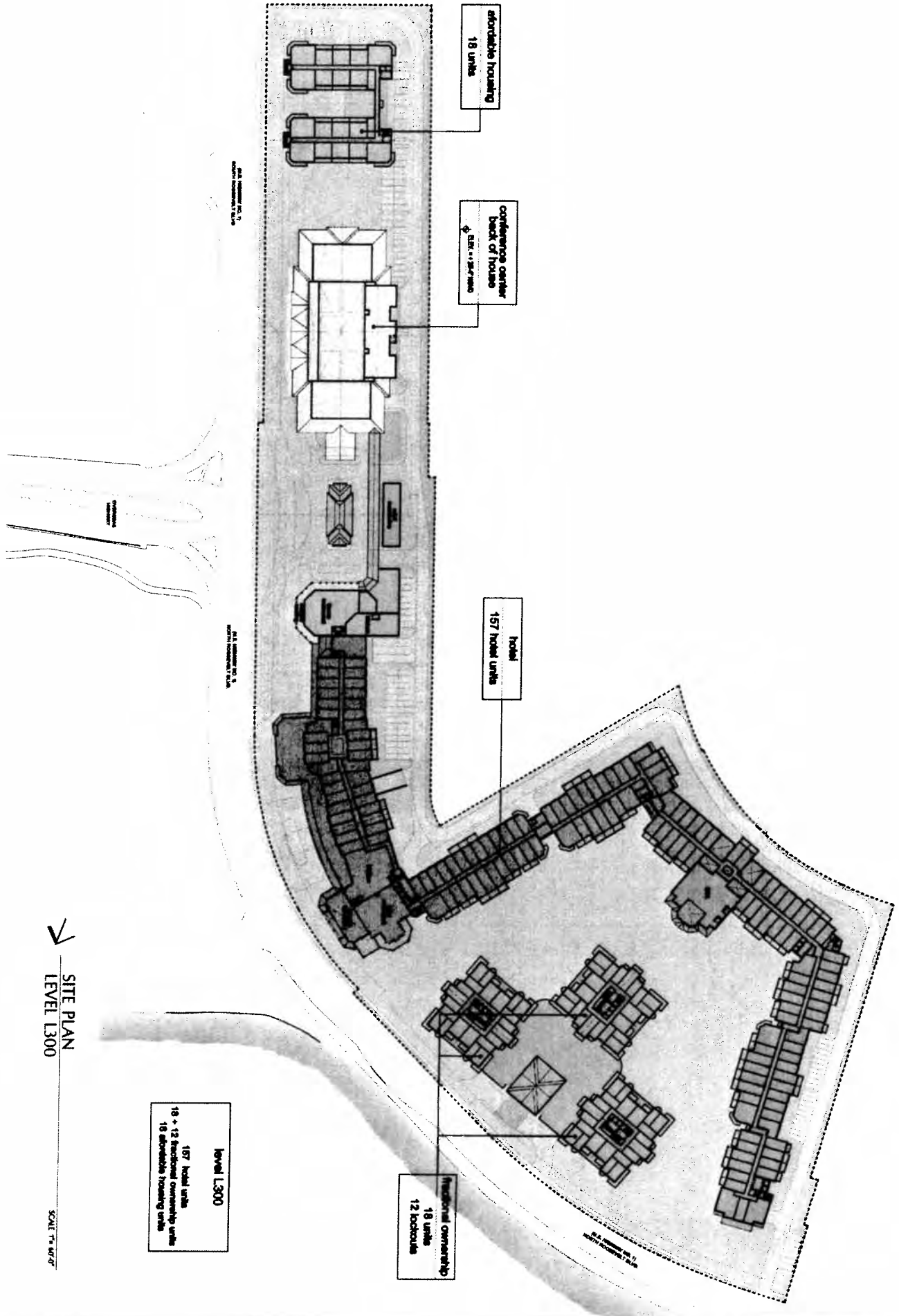
SCALE 1/4" = 1'-0"

KEY WEST RESORT & CONFERENCE CENTER

3820 NORTH ROOSEVELT BOULEVARD
KEY WEST, FLORIDA 33560



04-01-07
D.R.C.
SUBMITTAL
PLANNING BOARD
SUBMITTAL
BOARD OF
ADJUSTMENTS
PLANNING BOARD
CITY COMMISSION
PERMITTING
PLAN APPROVAL



← SITE PLAN
LEVEL 1,300

SCALE 1/4" = 10'-0"

Level 1,300
157 Hotel units
18 + 12 fractional ownership units
18 portable housing units

fractional ownership
18 units
12 lockouts

conference center
back of house
E201 + 202 + 203

Hotel
157 hotel units

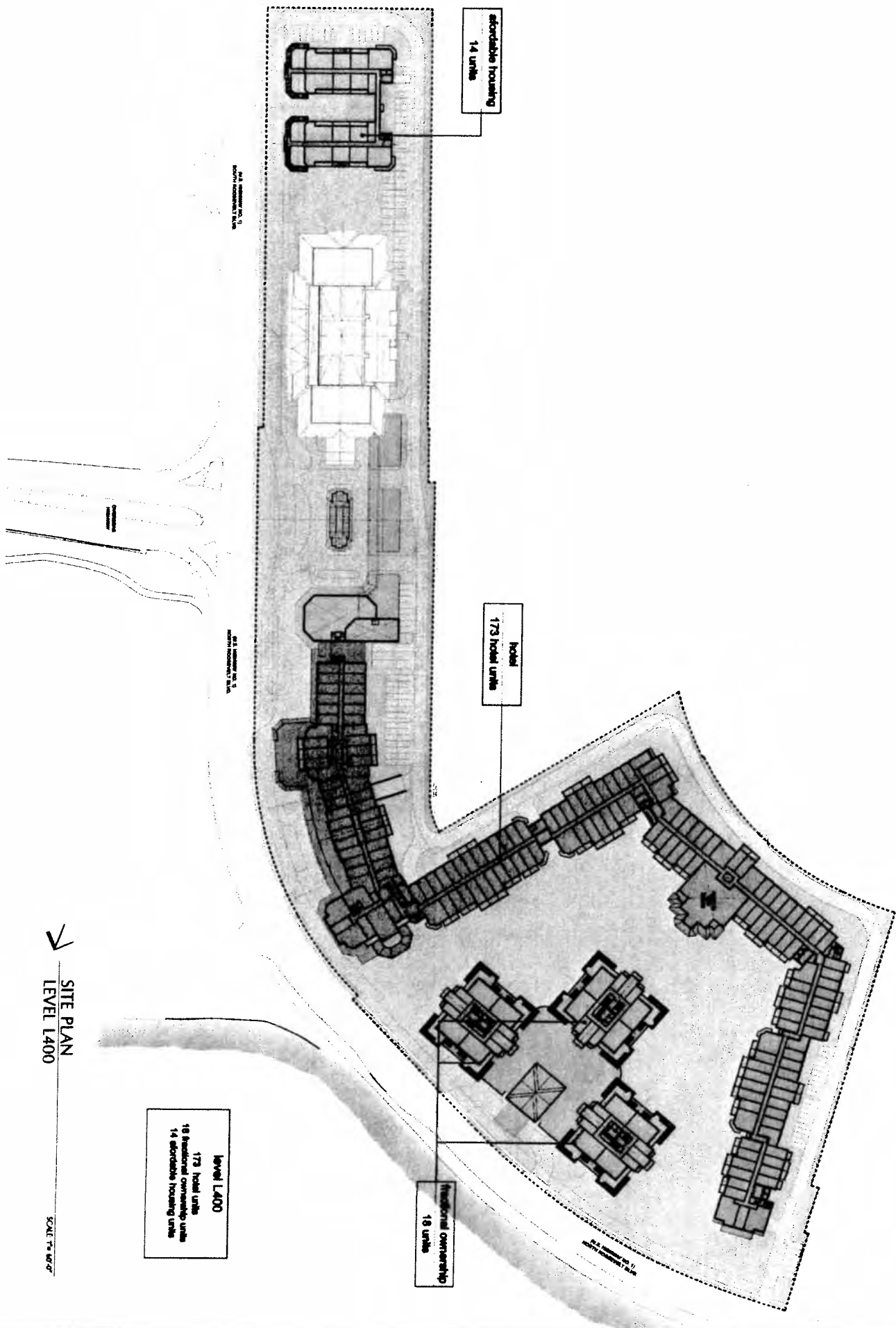
portable housing
18 units

KEY WEST RESORT & CONFERENCE CENTER

3820 NORTH ROOSEVELT BOULEVARD
KEY WEST, FLORIDA 33540



04-01-07
D.R.C.
SUBMITTAL
PLANNING BOARD
SUBMITTAL
ROAD OR
ADJUSTMENTS
CITY CODE BOOK
DEPARTMENT
PLAN APPROVAL
2677



→ SITE PLAN
LEVEL 1400

SCALE: 1/4" = 1'-0"

Level 1400
173 hotel units
18 traditional ownership units
14 accessible housing units

traditional ownership
18 units

Hotel
173 hotel units

accessible housing
14 units

KEY WEST RESORT & CONFERENCE CENTER

3820 NORTH ROOSEVELT BOULEVARD
KEY WEST, FLORIDA 33440

04-14-07
D.K.
PLANNING BOARD
SUBMITTAL
BOARD OF
ADJUSTMENTS
PLANNING BOARD
CITY COMMISSION
DEVELOPMENT
COMMITTEE
NON-APPROVAL



EXHIBIT "C"

CITY COMMISSION RESOLUTION NO. 07-083
PARKING VARIANCE

RESOLUTION NO. 07-083

VARIANCE: 3820 N. ROOSEVELT BOULEVARD

A RESOLUTION OF THE KEY WEST BOARD OF ADJUSTMENT TO ALLOW THE CONSTRUCTION OF A HOTEL WITH SPA, RESTAURANT, BAR, TIME SHARE UNITS, EMPLOYEE HOUSING, CONFERENCE SPACE AND RETAIL SPACE BY GRANTING A VARIANCE TO THE OFF-STREET PARKING REGULATIONS FOR PROPERTY IN THE CG, GENERAL COMMERCIAL ZONING DISTRICT, UNDER THE CODE OF ORDINANCES OF THE CITY OF KEY WEST, FLORIDA. PROVIDING A CONDITION FOR PROPERTY LOCATED AT 3820 N. ROOSEVELT BOULEVARD, KEY WEST, FLORIDA (RE# 00064950-000000, 00065550-000000, 00065530-000000, 00065540-000000, 00065060-000000, 00064940-000000)

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

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

WHEREAS, the Board of Adjustment finds that granting the variance requested will not confer upon the applicant any special privileges denied by the land development regulations to other lands, buildings or structures in the same zoning district; and

WHEREAS, the Board of Adjustment finds 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; and

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

WHEREAS, the Board of Adjustment finds that the grant of the variance will be in harmony with the general intent and purpose of the land development regulations and that such variance will not be injurious to the area involved or otherwise detrimental to the public interest or welfare; and

WHEREAS, the Board of Adjustment finds that no nonconforming use of neighboring lands, structures, or buildings in the same district, and no permitted use of lands, structures or buildings in other districts shall be considered grounds for the issuance of a variance; and

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

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

Section 1. That a variance to **OFF-STREET PARKING** regulations in the **CG, GENERAL COMMERCIAL Zoning District**, under the Code of Ordinances of the City of Key West, Florida, is hereby granted as follows to: Sections 108-572(1), (2B), (3), (4), (7), (9) and (10), **OF 100 PARKING SPACES FROM THE 989 PARKING SPACES REQUIRED TO THE 889 PARKING SPACES PROPOSED (816 EXISTING); ALLOWING THE SUBSTITUTION 89 BICYCLE PARKING SPACES FOR 89 OF THE 100 PARKING SPACES FOR WHICH THE VARIANCE IS REQUESTED. THE PURPOSE OF THE REQUEST IS TO ALLOW THE CONSTRUCTION OF A HOTEL WITH SPA, RESTAURANT, BAR, TIME SHARE UNITS, EMPLOYEE HOUSING, CONFERENCE SPACE AND RETAIL SPACE. FOR PROPERTY LOCATED AT 3820 N. ROOSEVELT BOULEVARD (THE KEY WEST HOTEL AND CONFERENCE CENTER), KEY WEST, FLORIDA (RE# 00064950-000000, 00065550-000000, 00065530-000000, 00065540-000000, 00065060-000000, 00064940-000000).**

Section 2. It is a condition of this variance that full, complete, and final application for all permits required for any new construction for any use and occupancy for which this variance is wholly or partly necessary, whether or not such construction is suggested or proposed in the documents presented in support of this variance, shall be submitted in its entirety within two years after the date hereof; and further, that no application or reapplication for new construction for which the variance is wholly or partly necessary shall be made after expiration of the two-year period without the applicant obtaining an extension from the Board of Adjustment and demonstrating that no change of circumstances to the property or its underlying zoning has occurred.

Section 3. The failure to submit a full and complete application for permits for new construction for which this variance is wholly or partly necessary, or the failure to complete new construction for use and occupancy pursuant to this variance in accordance with the terms of a City building permit issued upon timely application as described in Section 2 hereof, shall immediately operate to terminate this variance, which variance shall be of no force or effect.

Section 4. This variance does not constitute a finding as to ownership or right to possession of the property, and assumes,

without finding, the correctness of applicant's assertion of legal authority respecting the property.

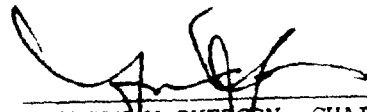
Section 5. That the granting of the variance is conditioned that the applicant maintains the valet parking throughout the life of the development and that the applicant provides a minimum of 89 bicycle parking spaces and 25 scooter parking spaces in lieu of 100 car parking spaces.

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

Read and passed on first reading at a regular meeting held this 7th day of March, 2007.

Authenticated by the presiding officer and Clerk of the Board on 19th day of March, 2007.

Filed with the Clerk on March 19, 2007.


MORGAN MCPHERSON, CHAIRMAN
BOARD OF ADJUSTMENT

ATTEST:


CHERYL SMITH, CITY CLERK

EXHIBIT "D"

CITY COMMISSION RESOLUTION NO. 07-164
MAJOR DEVELOPMENT PLAN AND CONDITIONAL USE APPROVAL

RESOLUTION NO. 07-164

Doc# 1739689
Bk# 2410 Pg# 179

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF KEY WEST, FLORIDA, APPROVING PURSUANT TO SECTIONS 108-198 AND 122-63 OF THE CODE OF ORDINANCES A MAJOR DEVELOPMENT PLAN AND CONDITIONAL USE FOR THE PROPERTY LOCATED AT 3820 NORTH ROOSEVELT BOULEVARD; PROVIDING CONDITIONS; RESCINDING RESOLUTION NO. 06-246; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, pursuant to Section 108-198, the City Commission shall review and act upon Major Development Plan proposals; and

WHEREAS, at its meeting of March 15, 2007, the Key West Planning Board recommended approval; and

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

Section 1: That the proposed Major Development Plan and Conditional Use for the property located at 3820 North Roosevelt Boulevard is hereby approved.

Section 2: That the twelve conditions recommended by the Planning Board in its Resolution No. 2007-006, attached hereto, are hereby approved and adopted.

Section 3: That Resolution No. 06-246 is hereby rescinded.

Section 4: That this Resolution shall go into effect immediately upon its passage and adoption and authentication by the signature of the presiding officer and the Clerk of the Commission.

Passed and adopted by the City Commission at a meeting held this 1 day of May, 2007.

Authenticated by the presiding officer and Clerk of the Commission on May 2, 2007.

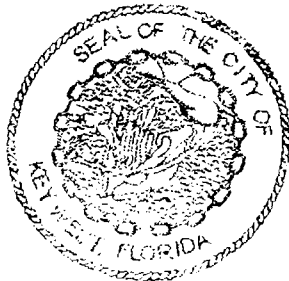
Filed with the Clerk May 2, 2007.


MORGAN McPEERSON, MAYOR

ATTEST:

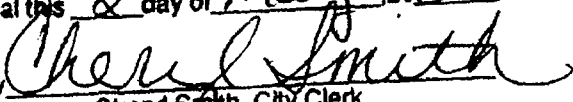

CHERYL SMITH, CITY CLERK

Doc# 1739689
Bk# 2410 Pg# 180



STATE OF FLORIDA, COUNTY OF MONROE,
CITY OF KEY WEST

This copy is a true copy of the public record on file in this office. Witness my hand and official seal this 2 day of May, 2007

By 
Cheryl Smith, City Clerk

PLANNING BOARD RESOLUTION
No. 2007-006

A RESOLUTION OF THE CITY OF KEY WEST PLANNING BOARD PURSUANT TO SECTION 108-196 OF THE LAND DEVELOPMENT REGULATIONS OF THE CODE OF ORDINANCES OF THE CITY OF KEY WEST, APPROVING A MAJOR DEVELOPMENT PLAN AND CONDITIONAL USE APPLICATION FOR THE CONSTRUCTION OF 450 KEY HOTEL WITH SPA, HOTEL RESTAURANT AND BAR, 33 TIME SHARE UNITS, 21 RESIDENTIAL UNITS WITH LOCKOUTS AND 2 TRANSIENT LISCENSES EACH. 50 UNIT WORK-FORCE HOUSING AND A CONFERENCE CENTER WITH 20,500 SQUARE FEET OF MEETING SPACE. 21,000 SQUARE FEET OF RETAIL SPACE, A THEMED RESTAURANT AND BAR WITH 7,000 SQUARE FEET IN CONSUMPTION SPACE (250 SEATS) AT WHAT IS CURRENTLY REFERRED TO AS 3820 NORTH ROOSEVELT BOULEVARD (RE#'s 00064950-000000, 00065550-000000, 00065530-000000, 00065540-000000, 00065060-000000, and 00064940-000000); PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, an Application for a Major Development Plan Application was filed 18 December 2006, by The JLW KEY WEST 1 LLC, authorized agent for the owner/s of the property, located in the General Commercial (CG) zoning district; and

WHEREAS, the proposal is to allow for the construction of a 450 Key Hotel with Spa, Hotel Restaurant and Bar, 33 Time Share Units, 21 Residential Units with Lockouts and 2 Transient licenses each. 50 Unit Workforce housing and a Conference center with 20,500 square feet of meeting space. 21,000 square feet of retail space, a themed restaurant and bar with 7,000 square feet in consumption space (250 seats); and

WHEREAS, plans received 18 December 2006, were considered at the 11 January 2007 and 8 February 2007 Development Review Committee meetings; and

WHEREAS, after public notice, the application for a Major Development Plan approval was heard by the Planning Board at its Regular Meeting of 15 March 2007; and

WHEREAS, for that meeting, there were 126 notices sent with 0 returned; and

WHEREAS, at that meeting, Senior Planner II Jim Singelyn presented the staff report prepared by Jim Singelyn; and

WHEREAS, the Board heard Mr. Singelyn recommend approval with conditions; and

WHEREAS, the applicant stated they accepted the conditions; and

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

Section 1. That the Planning Board approves the application for the Major Development Plan with the following conditions:

1. All units shall be sprinkled.
2. Prior to submitting a building permit application, the applicant shall secure any necessary permits from state and federal agencies, including but not limited to South Florida Water Management District, FDOT, and the City of Key West Utilities.
3. All units (non-transient and transient) shall comply with the Federal Fair Housing Act requirements for accessibility and are ADA adaptable.
4. The property is currently comprised of 8 parcels owned solely by the applicant. A Unity of Title, in a form acceptable to the City Attorney, shall be recorded with the Monroe County Clerk of Courts.
5. The City will grant the applicant 19.6 affordable ROGO allocations should the allocations be available.
6. Restrictive Covenants for the workforce housing units for a minimum term of 50 years, in a form acceptable to the City Attorney, shall be recorded with the Monroe County Clerk of Courts. The effective date of the restrictive covenant shall be the date the Certificate of Occupancy (CO) is issued for the workforce housing units.
7. The CO for the workforce housing units shall be concurrent with or prior to the issuance of the CO for any other part of the resort redevelopment.
8. The developer shall provide a phasing schedule and plan for the displacement and/or relocation of residents of the existing 16 workforce housing units to be redeveloped.
9. The service road access locations at both ends of the site shall have curb cuts that permit both ingress and egress. The curb cut located in front of the Conference Center shall be right and left turn exit only. All other curb cuts shall be one way with all exits to be right turn only onto North Roosevelt Boulevard.
10. A Signage Plan will be submitted to the City for approval prior to the issuance of building permits.
11. Valet parking shall remain throughout the life of the project.
12. This approval rescinds Resolution 06-246.

Section 2. This Resolution shall go into effect immediately upon its passage and adoption and authentication by the signatures of the Chairman of the Planning Board and the Planning Director.

Passed at a meeting held 15 March 2007.

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


Chairman Richard Klitenick
Key West Planning Board

4/16/2007
Date

Attest:


Gail E. Kenson, AICP, Planning Director

21 Apr 07
Date

Filed with the Clerk


Cheryl Smith, City Clerk

4-23-07
Date

Doc# 1739689
Bk# 2410 Pg# 183

EXHIBIT "E"
CONCEPTUAL SITE PLAN

SITE KEY

SITE A - 3852 North Roosevelt Boulevard
133 - Key Fully Renovated Hotel (Phase 1)

SITE B - 3850 North Roosevelt Boulevard
141 - Key Fully Renovated Hotel (Phase 1)

SITE E (COMMERCIAL) - 3840 North Roosevelt Boulevard
Proposed Commercial Development (Phase 2)
Note: Dashed lines represent existing conditions.

SITE C - 3824 North Roosevelt Boulevard
100 - Key Fully Renovated Hotel (Phase 1)

SITE D - 3820 North Roosevelt Boulevard
145 - Key Fully Renovated Hotel (Phase 1)

SITE F (COMMERCIAL) - 3800 North Roosevelt Boulevard
Proposed commercial development (Phase 2)
Note: Dashed lines represent existing conditions.

LEGEND

- Existing Building to Remain
- New Building



PROJECT N° 20120295.00 | REVISION N° 002 | DATE 03 27 2013

Notes

OVERALL PROPOSED DEVELOPMENT SITE PLAN

KEY WEST HOTEL COLLECTION

License N° AA26000496

Key West, Florida 33040

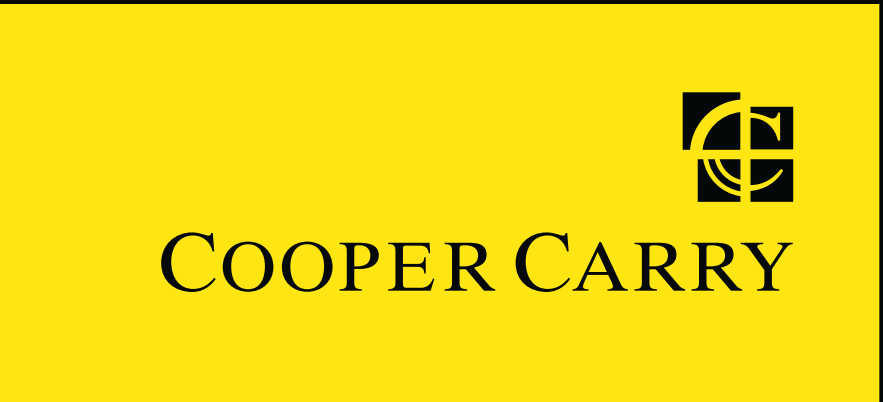
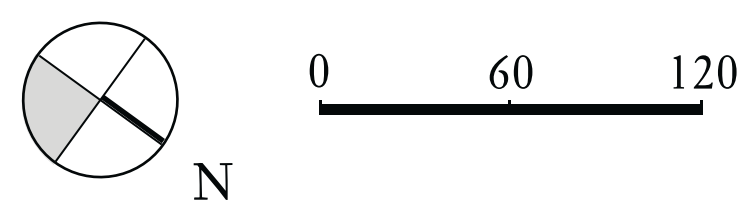


EXHIBIT "F"
EASEMENTS

LISTING OF EASEMENTS

Site A:

- 5' utility easement along back of property (O.R. 598, page 252)

Site B:

- 5' utility easement across lots 1-7 (O.R. 181, page 556). This is along the back of the property on the adjacent residential parcels.
- "Cannot determine location of easement on O.R. 218, page 6." This note sits on top of adjacent residential parcels 6 and 7 on the survey.
- P.O.B. 30' easement located in south corner of property at the frame shed
- 20' utility easement (O.R. 1668, Pg 2199) on top of a 10' utility easement (O.R. 190, Pg 550) along the north edge of the property above the tower, cuts across the parking spaces
- 30' utility easement (O.R. 82, Page 32) overlapping a 10' utility easement (O.R. 501, Page 687) along the west edge of the property cutting across the parking spaces and ending at the large covered building in the SW corner of the property
- 6' easement (O.R. Book 1146, Page 218) at SE corner of property ending just north of the fire hydrant
- Overlapping hydrant to the north, irregularly shaped FCAA Easement (O.R. Book 1662, Page 1453) – possibly for the Welcome Sign?
- There is a note at the existing porte cochere calling for a Blanket Easement Across Property (O.R. Book 1662, Page 2168), but there is no dashed lined describing the size of it.

Site C:

- None on survey

Site D:

- None on survey

Site E:

- None on survey

Site F:

- None on survey

COMPOSITE EXHIBIT "G"
CONCURRENCY ANALYSIS

KEY WEST HOTEL COLLECTION

NORTH ROOSEVELT BLVD DEVELOPMENT

Concurrency Management Report

ARTICLE III. - LEVEL OF SERVICE

The proposed renovation of the six properties along North Roosevelt Boulevard will generally maintain the same burden on local utilities and municipal services.

Sec. 94-66. – Scope of Development

PHASE 1

SITE A – 3852 North Roosevelt Blvd – Phase 1 (RE # 00065060-000000)

The existing site's impervious surfaces cover approximately 80.5% of the site. The proposed plan, however, only covers approximately 75.13% of the site. That is an increase of over 7,700 square feet of pervious area.

The renovation will demolish the existing Waffle House and lobby building and replace it with a new lobby and registration building. This will reduce the consumption area of the property by 35%. The new lobby building will not include a commercial kitchen space, only a food preparation area to serve breakfast to the hotel guests.

The new lobby building will be constructed with energy efficient wall and roof assemblies and will be built above the base flood elevation in accordance with FEMA standards. The existing buildings that will remain will also be upgraded with new wall assemblies at the guest entries, new roof assemblies, and by adding insulation and new finishes to the existing walls. All doors and windows on the property will be new and insulated.

Throughout the site, more efficient fixtures will replace existing equipment. This includes both plumbing and lighting fixtures. In addition, the mechanical systems will be completely replaced with more energy efficient equipment in the guest rooms and public areas.

Lastly, the proposed renovation will not add any guest rooms to the current property.

SITE B – 3850 North Roosevelt Blvd – Phase 1 (RE # 00064940-000000)

The existing site's impervious surfaces cover approximately 82.68% of the site. The proposed plan, however, only covers approximately 75.76% of the site. That is an increase of over 11,500 square feet of pervious area.

The renovation will demolish the existing restaurant building and replace it with a new lobby and registration building. This will reduce the consumption area of the property by 64%. The new lobby building will have a commercial kitchen that focuses on serving breakfast to the hotel guests only.

The new lobby building will be constructed with energy efficient wall and roof assemblies and will be built above the base flood elevation in accordance with FEMA standards. The existing buildings that will remain will also be upgraded with new wall assemblies at the guest entries,

new roof assemblies, and by adding insulation and new finishes to the existing walls. All doors and windows on the property will be new and insulated.

Throughout the site, more efficient fixtures will replace existing equipment. This includes both plumbing and lighting fixtures. In addition, the mechanical systems will be completely replaced with more energy efficient equipment in the guest rooms and public areas.

Lastly, the proposed renovation will not add any guest rooms to the current property.

SITE C – 3824 North Roosevelt Blvd – Phase 1 (RE # 00065550-000000)

The existing site's impervious surfaces cover approximately 81.84% of the site. The proposed plan, however, only covers approximately 75.07% of the site. That is an increase of over 8,900 square feet of pervious area.

The renovation will demolish the restaurant and meeting space portion of the existing lobby building. This will reduce the consumption area of the property by 86%. The renovated lobby building will not include a commercial kitchen space, only a food preparation area to serve breakfast to the hotel guests only.

The existing buildings that will remain on the site will be upgraded with new wall assemblies at the guest entries, new roof assemblies, and by adding insulation and new finishes to the existing walls. All doors and windows on the property will be new and insulated.

Throughout the site, more efficient fixtures will replace existing equipment. This includes both plumbing and lighting fixtures. In addition, the mechanical systems will be completely replaced with more energy efficient equipment in the guest rooms and public areas.

Lastly, the proposed renovation will not add any guest rooms to the current property.

SITE D – 3820 North Roosevelt Blvd – Phase 1 (RE # 00065530-000000)

The existing site's impervious surfaces cover approximately 82.15% of the site. The proposed plan, however, only covers approximately 70.33% of the site. That is an increase of over 2,400 square feet of pervious area.

The renovation will demolish the restaurant space on the ground level. This will reduce the consumption area of the property by 23%. The renovated lobby will not include a commercial kitchen space, only a food preparation area to serve breakfast to the hotel guests. Two shell retail spaces, totaling 2,420 square feet, will also be incorporated into the ground level.

The existing entire building will be upgraded with new wall assemblies at the guest entries, new roof assemblies, and by adding insulation and new finishes to the existing walls. All doors and windows on the property will be new and insulated.

Throughout the site, more efficient fixtures will replace existing equipment. This includes both plumbing and lighting fixtures. In addition, the mechanical systems will be completely replaced with more energy efficient equipment in the guest rooms and public areas.

Lastly, the proposed renovation will not add any guest rooms to the current property.

PHASE 2
(Future Commercial Developments)

SITE E – 3840 North Roosevelt Blvd – Phase 2 (RE # 00064950-000000)

The renovation will demolish the two commercial buildings closest to Roosevelt and replace them with a new commercial building that has the same square footage. The new building will be built above the base flood elevation in accordance with FEMA standards. Because there will only be one building and the parking will be arranged more efficiently, 4,100 square feet of pervious area will be added to the site.

The new building will be constructed with energy efficient wall and roof assemblies.

More efficient fixtures will replace existing equipment. This includes both plumbing and lighting fixtures. In addition, the mechanical systems will be completely replaced with more energy efficient equipment.

SITE F – 3800 North Roosevelt Blvd – Phase 2 (RE # 00065540-000000)

The renovation will demolish the commercial building closest to Roosevelt and replace it with a new commercial building that has the same square footage. The new building will be built above the base flood elevation in accordance with FEMA standards. Because the parking will be arranged more efficiently and the site should be screened from its neighbors, 8,600 square feet of pervious area will be added to the site.

The new building will be constructed with energy efficient wall and roof assemblies.

More efficient fixtures will replace existing equipment. This includes both plumbing and lighting fixtures. In addition, the mechanical systems will be completely replaced with more energy efficient equipment.

Sec. 94-67. – Sanitary Sewer

Level of service standards for sanitary sewer is 660 gallons per acre per day for non-residential uses. The actual calculations per site are shown below:

Site A

i.)	Existing Capacity required based on site size:		
	Site Size =	3.30	acres
	Total Capacity = acres x 660 gal / acres /day =	2,178	gal / day
ii.)	Proposed Capacity required based on site size:		
	Site Size =	3.30	acres
	Total Capacity = acres x 660 gal / acres /day =	2,178	gal / day
iii.)	Existing Capacity required based on floor area:		
	Floor Area =	1.63	acres
	Total Capacity = acres x 660 gal / acres /day =	1,076	gal / day

iv.)	Existing Capacity required based on floor area:		
	Floor Area =	1.77	acres
	Total Capacity = acres x 660 gal / acres /day =	1,168	gal / day

Site B

i.)	Existing Capacity required based on site size:		
	Site Size =	3.83	acres
	Total Capacity = acres x 660 gal / acres /day =	2,528	gal / day
ii.)	Proposed Capacity required based on site size:		
	Site Size =	3.83	acres
	Total Capacity = acres x 660 gal / acres /day =	2,528	gal / day
iii.)	Existing Capacity required based on floor area:		
	Floor Area =	1.89	acres
	Total Capacity = acres x 660 gal / acres /day =	1,247	gal / day
iv.)	Existing Capacity required based on floor area:		
	Floor Area =	2.01	acres
	Total Capacity = acres x 660 gal / acres /day =	1,327	gal / day

Site C

i.)	Existing Capacity required based on site size:		
	Site Size =	3.02	acres
	Total Capacity = acres x 660 gal / acres /day =	1,993	gal / day
ii.)	Proposed Capacity required based on site size:		
	Site Size =	3.02	acres
	Total Capacity = acres x 660 gal / acres /day =	1,993	gal / day
iii.)	Existing Capacity required based on floor area:		
	Floor Area =	1.34	acres
	Total Capacity = acres x 660 gal / acres /day =	884	gal / day
iv.)	Existing Capacity required based on floor area:		
	Floor Area =	1.27	acres
	Total Capacity = acres x 660 gal / acres /day =	838	gal / day

Site D

i.)	Existing Capacity required based on site size:		
	Site Size =	3.08	acres
	Total Capacity = acres x 660 gal / acres /day =	2,033	gal / day
ii.)	Proposed Capacity required based on site size:		
	Site Size =	3.08	acres

	Total Capacity = acres x 660 gal / acres /day =	2,033	gal / day
iii.)	Existing Capacity required based on floor area:		
	Floor Area =	2.06	acres
	Total Capacity = acres x 660 gal / acres /day =	1,360	gal / day
iv.)	Existing Capacity required based on floor area:		
	Floor Area =	2.11	acres
	Total Capacity = acres x 660 gal / acres /day =	1,393	gal / day

Sec. 94-68. – Potable water

Level of service standards for potable water is 650 gallons per acre per day for non-residential uses. The actual calculations per site are shown below:

Site A

i.)	Existing Capacity required based on site size:		
	Site Size =	3.30	acres
	Total Capacity = acres x 650 gal / acres /day =	2,145	gal / day
ii.)	Proposed Capacity required based on site size:		
	Site Size =	3.30	acres
	Total Capacity = acres x 650 gal / acres /day =	2,145	gal / day
iii.)	Existing Capacity required based on floor area:		
	Floor Area =	1.63	acres
	Total Capacity = acres x 650 gal / acres /day =	1,060	gal / day
iv.)	Existing Capacity required based on floor area:		
	Floor Area =	1.77	acres
	Total Capacity = acres x 650 gal / acres /day =	1,151	gal / day

Site B

i.)	Existing Capacity required based on site size:		
	Site Size =	3.83	acres
	Total Capacity = acres x 650 gal / acres /day =	2,490	gal / day
ii.)	Proposed Capacity required based on site size:		
	Site Size =	3.83	acres
	Total Capacity = acres x 650 gal / acres /day =	2,490	gal / day
iii.)	Existing Capacity required based on floor area:		
	Floor Area =	1.89	acres
	Total Capacity = acres x 650 gal / acres /day =	1,229	gal / day

iv.)	Existing Capacity required based on floor area:		
	Floor Area =	2.01	acres
	Total Capacity = acres x 650 gal / acres /day =	1,307	gal / day

Site C

i.)	Existing Capacity required based on site size:		
	Site Size =	3.02	acres
	Total Capacity = acres x 650 gal / acres /day =	1,963	gal / day
ii.)	Proposed Capacity required based on site size:		
	Site Size =	3.02	acres
	Total Capacity = acres x 650 gal / acres /day =	1,963	gal / day
iii.)	Existing Capacity required based on floor area:		
	Floor Area =	1.34	acres
	Total Capacity = acres x 650 gal / acres /day =	871	gal / day
iv.)	Existing Capacity required based on floor area:		
	Floor Area =	1.27	acres
	Total Capacity = acres x 650 gal / acres /day =	823	gal / day

Site D

i.)	Existing Capacity required based on site size:		
	Site Size =	3.08	acres
	Total Capacity = acres x 650 gal / acres /day =	2,002	gal / day
ii.)	Proposed Capacity required based on site size:		
	Site Size =	3.08	acres
	Total Capacity = acres x 650 gal / acres /day =	2,002	gal / day
iii.)	Existing Capacity required based on floor area:		
	Floor Area =	2.06	acres
	Total Capacity = acres x 650 gal / acres /day =	1,338	gal / day
iv.)	Existing Capacity required based on floor area:		
	Floor Area =	2.11	acres
	Total Capacity = acres x 650 gal / acres /day =	1,371	gal / day

Sec. 94-69. – Drainage facilities

The drainage level of service applicable to this proposed development is determined by both of the following:

- (1) *Postdevelopment runoff shall not exceed the predevelopment runoff rate for a 25-year storm event, up to and including an event with a 24-hour duration.*

You will notice on each sheet in the drainage calculations the Post Development – Pre Development is producing a negative value, defining a reduction in the runoff.

(2) Stormwater treatment and disposal facilities shall be designed to meet the design and performance standards established in F.A.C. 17-25.025, with treatment of the runoff from the first one inch of rainfall on site to meet the water quality standards required by F.A.C. 17-302.500. Stormwater facilities which directly discharge into outstanding Florida waters (OFW) shall provide an additional treatment pursuant to F.A.C. 17-25.025(9).

In the water quality section of the drainage calcs, you will see we are providing a pre-treatment value that meets or exceeds the 1" runoff.

The actual calculations per site are shown below:

Site A

Water Quantity and Water Quality Calculations					
<u>Water Quantity - Predevelopment</u>					
					–
Project Area	A =	3.305	ac	143,987	sf
Pervious Area		0.644	ac	28,047	sf
Impervious Area		2.662	ac	115,940	sf
% Impervious		80.52%			
Rainfall for 25yr/24hr event	P ₂₄ =	9	in		
Rainfall for 25yr/72hr event	P ₇₂ =	12.23	in		
Depth to Water Table		2	ft		
Predeveloped Available Storage		1.88	in		
Soil Storage	S =	0.37	in		
$Q_{pre} = \frac{(P_{24} - 0.2S)^2}{(P_{24} + 0.8S)}$	Q _{pre} =	11.80	in		
Runoff Volume from 25 year/ 3 day storm	V _{25yr/24h} =	39.01	ac-in		
<u>Water Quantity - Postdevelopment</u>					
					–
Project Area	A =	3.305	ac	143,987	sf
Pervious Area		0.822	ac	35,813	sf
Impervious Area		2.483	ac	108,174	sf
% Impervious		75.1%			
Rainfall for 25yr/24hr event	P ₂₄ =	9	in		
Rainfall for 25yr/724hr event	P ₇₂ =	12.23	in		
Depth to Water Table		2	ft		

Developed Available Storage		1.88	in		
Soil Storage	S =	0.47	in		
$Q_{\text{post}} = \frac{(P_{24} - 0.2S)^2}{(P_{24} + 0.8S)}$	$Q_{\text{post}} =$	11.69	in		
Runoff Volume from 25 year/ 3 day storm	$V_{25\text{yr}/24\text{h}} =$	38.63	ac-in		
<u>Postdevelopment - Predevelopment</u>					
$Q_{\text{pre-post}} = Q_{\text{post}} - Q_{\text{pre}}$	$Q_{\text{pre-post}} =$	-0.12	in		
Pre/Post Volume = $Q_{\text{pre-post}} \times A$	$V_{\text{pre-post}} =$	-0.38	ac-in		
<u>Water Quality</u>					
Basin A		3.305	ac	143,987	sf
Surface Water		0.000	ac	0	sf
Roof Area		0.969	ac	42,190	sf
Pavement/Walkways		1.515	ac	65,984	sf
Pervious area		0.822	ac	35,813	sf
Site Area for Water Quality (Total Area - (Surface Water + Roof Area))		2.337	ac	101,797	sf
Impervious area for water Quality (Site area for Water Quality - Pervious area)		1.515	ac	65,984	sf
% Impervious		46%			
A) One inch of runoff from project area		3.305	ac-in		
B) 2.5 inches times percent impervious (2.5 x percent impervious x (site area - surface water))		3.787	ac-in		
<u>Comparision of Water Quality Methods</u>					
		3.305	<	3.787	
		ac-in		ac-in	
<u>Comparision of Water Quality vs Water Quantity</u>					
		3.787	>	-0.380	
		ac-in		ac-in	
Pretreatment Volume Required		3.787	ac-in	13,747	cf
Pretreatment volume provided (Dry Retention)		0.337	ac-in	1,225	cf
Pretreatment Volume Provided (Exfiltration Trench)		3.880	ac-in	11,780	cf
Total Pretreatment Volume Provided		4.217	ac-in	15,309	cf

Exfiltration Trench Design		
Required trench length (L) =		-
	$\frac{V}{K (H^2W + 2H^2Du - Du^2 + 2H^2Ds) + 1.39 \times 10^{-4}(W)(Du)}$	-
Hydraulic Conductivity, K =	0.000214	
H =	2	ft
W =	5	ft
Du =	1	ft
Ds =	2.5	ft
Volume of Trench, V =	3.449	ac-in
Trench Length Required =	615	FT
Trench Length Provided =	693	FT

<i>Injection Well Design</i>			
Design Volume =	38.63	ac-in	per 1 day event
Design Rate (15.19/24) =	1.610	ac-in	/hr
Assumed (K) value between 60' to 100'	0.03	cf/sec/sf	
Well diameter (D)	2.00	ft	
Surface Area per foot of well length (SA)	6.28	sf	
Length of open hole (L)	30.00	ft	
Well discharge capacity = (K)(SA)(L) =	5.65	>	1.610
	cfs		cfs

Depth to Water Table	Non Compacted Water Storage	Compacted Water Storage
Feet	Inches	Inches
1	0.6	0.45
2	2.5	1.88
3	6.6	4.95
4	10.9	8.18

Site B

Water Quantity and Water Quality Calculations			
<i>Water Quantity - Predevelopment</i>			
Project Area	A =	3.831 ac	166,895 sf

Pervious Area	0.665	ac	28,951	sf
Impervious Area	3.167	ac	137,944	sf
% Impervious	82.65%			
Rainfall for 25yr/24hr event	$P_{24} = 9$	in		
Rainfall for 25yr/72hr event	$P_{72} = 12.23$	in		
Depth to Water Table	2	ft		
Predeveloped Available Storage	1.88	in		
Soil Storage	$S = 0.33$	in		
$Q_{pre} = \frac{(P_{24} - 0.2S)^2}{(P_{24} + 0.8S)}$	$Q_{pre} = 11.85$	in		
Runoff Volume from 25 year/ 3 day storm	$V_{25yr/24h} = 45.39$	ac-in		
<u>Water Quantity - Postdevelopment</u>				
	-			
Project Area	$A = 3.831$	ac	166,895	sf
Pervious Area	0.929	ac	40,452	sf
Impervious Area	2.903	ac	126,443	sf
% Impervious	75.8%			
Rainfall for 25yr/24hr event	$P_{24} = 9$	in		
Rainfall for 25yr/724hr event	$P_{72} = 12.23$	in		
Depth to Water Table	2	ft		
Developed Available Storage	1.88	in		
Soil Storage	$S = 0.46$	in		
$Q_{post} = \frac{(P_{24} - 0.2S)^2}{(P_{24} + 0.8S)}$	$Q_{post} = 11.70$	in		
Runoff Volume from 25 year/ 3 day storm	$V_{25yr/24h} = 44.83$	ac-in		
<u>Postdevelopment - Predevelopment</u>				
	-			
$Q_{pre-post} = Q_{post} - Q_{pre}$	$Q_{pre-post} = -0.15$	in		
Pre/Post Volume = $Q_{pre-post} \times A$	$V_{pre-post} = -0.57$	ac-in		
<u>Water Quality</u>				
	-			
Basin A	3.831	ac	166,895	sf
Surface Water	0.000	ac	0	sf
Roof Area	0.605	ac	26,371	sf
Pavement/Walkways	2.297	ac	100,072	sf
Pervious area	0.929	ac	40,452	sf

Site Area for water quality (Total Area- (Surface Water + Roof Area)	3.226	ac	140,524	sf
Impervious area for water Quality (Site area for Water Quality - Pervious area)	2.297	ac	100,072	sf
% Impervious	60%			
A) One inch of runoff from project area	3.831	ac-in		
B) 2.5 inches times percent impervious (2.5 x percent impervious x (site area - surface water))	5.743	ac-in		
<u>Comparision of Water Quality Methods</u>				
	3.831	<	5.743	
	ac-in		ac-in	
<u>Comparision of Water Quality vs Water Quantity</u>				
	5.743	>	-0.565	
	ac-in		ac-in	
Pretreatment Volume Required	5.743	ac-in	20,848	cf
Pretreatment volume provided (Dry Retention)	0.632	ac-in	2,295	cf
Pretreatment Volume Provided (Exfiltration Trench)	5.950	ac-in	18,064	cf
Total Pretreatment Volume Provided	6.582	ac-in	23,894	cf

Exfiltration Trench Design			
Required trench length (L) =			
	$\frac{V}{K (H^2W + 2H^2Du - Du^2 + 2H^2Ds) + 1.39 \times 10^{-4}(W)(Du)}$		
Hydraulic Conductivity, K=	0.000502		
H =	2.25	ft	
W =	5	ft	
Du =	1.25	ft	
Ds =	1.5	ft	
Volume of Trench , V =	5.111	ac-in	
Trench Length Required =	428	FT	
Trench Length Provided =	496	FT	

Injection Well Design

Design Volume =	44.83	ac-in	per 1 day event
Design Rate (15.19/24) =	1.868	ac-in	/hr
Assumed (K) value between 60' to 100'	0.03	cf/sec/sf	
Well diameter (D)	2.00	ft	
Surface Area per foot of well length (SA)	6.28	sf	
Length of open hole (L)	30.00	ft	
Well discharge capacity = (K)(SA)(L) =	5.65	>	1.868
	cfs		cfs

Depth to Water Table	Non Compacted Water Storage	Compacted Water Storage
Feet	Inches	Inches
1	0.6	0.45
2	2.5	1.88
3	6.6	4.95
4	10.9	8.18

Site C

Water Quantity and Water Quality Calculations

<u>Water Quantity - Predevelopment</u>					
	-				
Project Area	A =	3.023	ac	131,661	sf
Pervious Area		0.000	ac	0	sf
Impervious Area		3.023	ac	131,661	sf
% Impervious		100.00%			
Rainfall for 25yr/24hr event	P ₂₄ =	9	in		
Rainfall for 25yr/72hr event	P ₇₂ =	12.23	in		
Depth to Water Table		2	ft		
Predeveloped Available Storage		1.88	in		
Soil Storage	S =	0.00	in		
$Q_{pre} = \frac{(P_{24} - 0.2S)^2}{(P_{24} + 0.8S)}$	Q _{pre} =	12.23	in		
Runoff Volume from 25 year/ 3 day storm	V _{25yr/24h} =	36.97	ac-in		
<u>Water Quantity - Postdevelopment</u>					
	-				
Project Area	A =	3.023	ac	131,661	sf
Pervious Area		0.754	ac	32,824	sf
Impervious Area		2.269	ac	98,837	sf

% Impervious		75.1%			
Rainfall for 25yr/24hr event	$P_{24} =$	9	in		
Rainfall for 25yr/724hr event	$P_{72} =$	12.23	in		
Depth to Water Table		2	ft		
Developed Available Storage		1.88	in		
Soil Storage	$S =$	0.47	in		
$Q_{post} = \frac{(P_{24} - 0.2S)^2}{(P_{24} + 0.8S)}$	$Q_{post} =$	11.69	in		
Runoff Volume from 25 year/ 3 day storm	$V_{25yr/24h} =$	35.32	ac-in		
<u>Postdevelopment - Predevelopment</u>		-			
$Q_{pre-post} = Q_{post} - Q_{pre}$	$Q_{pre-post} =$	-0.55	in		
Pre/Post Volume = $Q_{pre-post} \times A$	$V_{pre-post} =$	-1.65	ac-in		
<u>Water Quality</u>		-			
-		-			
Basin A		3.023	ac	131,661	sf
Surface Water		0.000	ac	0	sf
Roof Area		0.684	ac	29,800	sf
Pavement/Walkways		1.585	ac	69,037	sf
Pervious area		0.754	ac	32,824	sf
Site Area for Water Quality (Total Area - (Surface Water + Roof Area))		2.338	ac	101,861	sf
Impervious area for water Quality (Site area for Water Quality - Pervious area)		1.585	ac	69,037	sf
% Impervious		52%			
A) One inch of runoff from project area		3.023	ac-in		
B) 2.5 inches times percent impervious (2.5 x percent impervious x (site area - surface water))		3.962	ac-in		
<u>Comparision of Water Quality Methods</u>		-			
		3.023	<	3.962	
		ac-in		ac-in	
<u>Comparision of Water Quality vs Water Quantity</u>		3.962	>	-1.647	

		ac-in	ac-in	
Pretreatment Volume Required	3.962	ac-in	14,383	cf
Pretreatment volume provided (Dry Retention)	0.000	ac-in	5,389	cf
Pretreatment Volume Provided (Exfiltration Trench)	4.035	ac-in	12,250	cf
Total Pretreatment Volume Provided	4.035	ac-in	14,647	cf

Exfiltration Trench Design			
Required trench length (L) =			
	V		
	$K (H^2W + 2H^2Du - Du^2 + 2H^2Ds) + 1.39 \times 10^{-4}(W)(Du)$		
Hydraulic Conductivity, K=	0.0001		
H =	2.25	ft	
W =	5	ft	
Du =	1.25	ft	
Ds =	3.25	ft	
Volume of Trench , V =	3.962	ac-in	
Trench Length Required =	1026	FT	
Trench Length Provided =	1045	FT	

30

<i>Injection Well Design</i>			
Design Volume =	35.32	ac-in	per 1 day event
Design Rate (15.19/24) =	1.472	ac-in	/hr
Assumed (K) value between 60' to 100'	0.03	cf/sec/sf	
Well diameter (D)	2.00	ft	
Surface Area per foot of well length (SA)	6.28	sf	
Length of open hole (L)	30.00	ft	
Well discharge capacity = (K)(SA)(L) =	5.65	>	1.472
	cfs		cfs

Depth to Water Table	Non Compacted Water Storage	Compacted Water Storage
Feet	Inches	Inches
1	0.6	0.45
2	2.5	1.88
3	6.6	4.95
4	10.9	8.18

Site D

Water Quantity and Water Quality Calculations					
<u>Water Quantity - Predevelopment</u>					
	-				
Project Area	A =	3.084	ac	134,331	sf
Pervious Area		0.550	ac	23,978	sf
Impervious Area		2.533	ac	110,353	sf
% Impervious		82.15%			
Rainfall for 25yr/24hr event	P ₂₄ =	9	in		
Rainfall for 25yr/72hr event	P ₇₂ =	12.23	in		
Depth to Water Table		2	ft		
Predeveloped Available Storage		1.88	in		
Soil Storage	S =	0.34	in		
$Q_{pre} = \frac{(P_{24} - 0.2S)^2}{(P_{24} + 0.8S)}$	Q _{pre} =	11.84	in		
Runoff Volume from 25 year/ 3 day storm	V _{25vr/24h} =	36.50	ac-in		
<u>Water Quantity - Postdevelopment</u>					
	-				
Project Area	A =	3.084	ac	134,331	sf
Pervious Area		0.606	ac	26,417	sf
Impervious Area		2.477	ac	107,914	sf
% Impervious		80.3%			
Rainfall for 25yr/24hr event	P ₂₄ =	9	in		
Rainfall for 25yr/724hr event	P ₇₂ =	12.23	in		
Depth to Water Table		2	ft		
Developed Available Storage		1.88	in		
Soil Storage	S =	0.37	in		
$Q_{post} = \frac{(P_{24} - 0.2S)^2}{(P_{24} + 0.8S)}$	Q _{post} =	11.80	in		
Runoff Volume from 25 year/ 3 day storm	V _{25vr/24h} =	36.38	ac-in		
<u>Postdevelopment - Predevelopment</u>					
	-				
$Q_{pre-post} = Q_{post} - Q_{pre}$	Q _{pre-post} =	-0.04	in		
Pre/Post Volume = Q _{pre-post} x A	V _{pre-post} =	-0.12	ac-in		

<u>Water Quality</u>				
-	-			
Project Area	3.084	ac	134,331	sf
Surface Water	0.000	ac	0	sf
Roof Area	0.495	ac	21,557	sf
Pavement/Walkways	1.982	ac	86,357	sf
Pervious area	0.606	ac	26,417	sf
Site Area for Water Quality (Total Area - (Surface Water + Roof Area))	2.589	ac	112,774	sf
Impervious area for water Quality (Site area for Water Quality - Pervious area)	1.982	ac	86,357	sf
% Impervious	64%			
A) One inch of runoff from project area	3.084	ac-in		
B) 2.5 inches times percent impervious (2.5 x percent impervious x (site area - surface water))	4.956	ac-in		
<u>Comparision of Water Quality Methods</u>				
	3.084	<	4.956	
	ac-in		ac-in	
<u>Comparision of Water Quality vs Water Quantity</u>				
	4.956	>	-0.120	
	ac-in		ac-in	
Pre-treatment Volume Required	4.956	ac-in	17,991	cf
Pretreatment volume provided (Dry Retention)	0.303	ac-in	1,100	cf
Pretreatment Volume Provided (Exfiltration Trench)		ac-in	0	cf
Total Pretreatment Volume Provided	0.303	ac-in	1,100	cf

Exfiltration Trench Design			
-	-		
Required trench length (L) =			
-	-		
	$\frac{V}{K (H^2W + 2H^2Du - Du^2 + 2H^2Ds) + 1.39 \times 10^{-4}(W)(Du)}$		
	Hydraulic Conductivity, K=	0.0001	
	H =	2.25	ft
	W =	5	ft
	Du =	1.25	ft
	Ds =	3	ft
	Volume of Trench , V =	4.956	ac-in

Trench Length Required =	1322	FT
Trench Length Provided =	1123	FT

<i>Injection Well Design</i>			
Design Volume =	36.38	ac-in	per 1 day event
Design Rate (15.19/24) =	1.516	ac-in	/hr
Assumed (K) value between 60' to 100'	0.03	cf/sec/sf	
Well diameter (D)	2.00	ft	
Surface Area per foot of well length (SA)	6.28	sf	
Length of open hole (L)	30.00	ft	
Well discharge capacity = (K)(SA)(L) =	5.65	>	1.516
	cfs		cfs

Depth to Water Table	Non Compacted Water Storage	Compacted Water Storage
Feet	Inches	Inches
1	0.6	0.45
2	2.5	1.88
3	6.6	4.95
4	10.9	8.18

IMPACT OVERALL CALCULATION

Pre-Development												
Project Area	143987	3.305		166895	3.831		131661	3.023		134331	3.084	
	Site A			Site B			Site C			Site D		
	sf	ac	%	sf	ac	%	sf	ac	%	sf	ac	%
Impervious Area	115940	2.662	80.52%	137944	3.167	82.65%	107747	2.474	81.84%	110353	2.533	82.15%
PERVIOUS		0.000		28951	0.665	17.35%	23914	0.549	18.16%	23978	0.550	17.85%
total	115940	2.662		166895	3.831		131661	3.023	100.00%	134331	3.084	100.00%
	sf	ac	%	sf	ac	%	sf	ac	%	sf	ac	%
asphalt	50165	1.152	34.84%	52434	1.204	31.42%	59037	1.355	44.84%	69968	1.606	52.09%
concrete (walkways, stairs, misc. pads)	15819	0.363	10.99%	47638	1.094	28.54%	10000	0.230	7.60%	16389	0.376	12.20%
roof area	42190	0.969	29.30%	26371	0.605	15.80%	29800	0.684	22.63%	21557	0.495	16.05%
total	108174	2.483	75.13%	126443	2.903	75.76%	98837	2.269	75.07%	107914	2.477	80.33%
				40452	0.92865	0.24238	32824	0.753535	0.249307	26417	0.606451	0.196656

Sec. 94-71. – Solid Waste

Level of service standards for solid waste is 6.37 pounds per capita per day for non-residential uses. The actual calculations per site are shown below:

Site A

i.)	Existing Capacity required based per capita:		
		45	Employees
	Total Key Count (134) x 2 persons =	268	Guests
	Total Capacity = (Total Capita) x 6.37 lb / capita / day=	1,994	lb
ii.)	Proposed Capacity required based per capita:		
		45	Employees
	Total Key Count (133) x 2 persons =	266	Guests
	Total Capacity = (Total Capita) x 6.37 lb / capita / day=	1,981	lb

Site B

i.)	Existing Capacity required based per capita:		
		46	Employees
	Total Key Count (148) x 2 persons =	296	Guests
	Total Capacity = (Total Capita) x 6.37 lb / capita / day=	2,179	lb
ii.)	Proposed Capacity required based per capita:		
		46	Employees
	Total Key Count (141) x 2 persons =	282	Guests
	Total Capacity = (Total Capita) x 6.37 lb / capita / day=	2,089	lb

Site C

i.)	Existing Capacity required based per capita:		
		29	Employees
	Total Key Count (100) x 2 persons =	200	Guests
	Total Capacity = (Total Capita) x 6.37 lb / capita / day=	1,459	lb
ii.)	Proposed Capacity required based per capita:		
		29	Employees
	Total Key Count (100) x 2 persons =	200	Guests
	Total Capacity = (Total Capita) x 6.37 lb / capita / day=	1,459	lb

Site D

i.)	Existing Capacity required based per capita:		
		45	Employees
	Total Key Count (145) x 2 persons =	290	Guests
	Total Capacity = (Total Capita) x 6.37 lb / capita / day=	2,134	lb
ii.)	Proposed Capacity required based per capita:		
		45	Employees
	Total Key Count (145) x 2 persons =	290	Guests

	Total Capacity = (Total Capita) x 6.37 lb / capita / day=	2,134	lb
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Sec. 94-70. – Roads

Trip Generation Analysis:

- Site A- 3852 North Roosevelt Blvd.
- Site B- 3850 North Roosevelt Blvd.
- Site C- 3824 North Roosevelt Blvd.
- Site D- 3820 North Roosevelt Blvd.
- Site E - 3840 North Roosevelt Blvd
- Site F– 3800 North Roosevelt Blvd.

The Key West Hotel Collection is a proposed renovation of (6) properties along North Roosevelt Blvd., consisting of 4 hotels and 2 commercial parcels. The following sections summarize the project description and trip generation for each of the properties. The analysis was conducted utilizing the Institute of Transportation Engineers (ITE) Trip Generation 8th Edition and Trip Generation Handbook. The main focus of the following study is to provide a general understanding of pre- development Vs. post- development trip generation based off of proposed land uses.

Project Description / Trip Generation

Site A

The existing site currently features a (134) room hotel and (40) seat high-turnover restaurant. The proposed renovations will demolish the restaurant building and expand the administrative / welcome facilities of the hotel. Furthermore, the hotel will remove (1) room to reach a proposed room count of (133). Refer to Attachment A for a summary of the site’s existing and anticipated trip generation. The development of the property will reduce the number of p.m. peak hour trips from 95 to 78, a net reduction of 17 trips.

Site B

The existing site currently features a (148) room hotel and (199) seat high-turnover restaurant. The proposed renovations will demolish the restaurant building and expand the administrative / welcome facilities of the hotel. Furthermore, the hotel renovation will result in the removal of (7) rooms to reach a proposed room count of (141). Refer to Attachment A for a summary of the site’s existing and anticipated trip generation. The development of the property will reduce the number of p.m. peak hour trips from 169 to 83, a net reduction of 86 trips.

Site C

The existing site currently features a (100) room hotel. Also, it historically featured a 3,338 SF restaurant, which has been taken into account for existing traffic flow. The proposed renovations will demolish the restaurant space and expand the administrative / welcome facilities of the hotel. Following renovations, the hotel will feature the same room count as pre-development, (100). Refer to Attachment A for a summary of the site's existing and anticipated trip generation. The development of the property will reduce the number of p.m. peak hour trips from 96 to 59, a net reduction of 37 trips.

Site D

The existing site currently features a (145) room hotel and (150) seat high-turnover restaurant. The proposed renovations will demolish the restaurant space and expand the administrative / welcome facilities of the hotel. Following renovations, the hotel will feature the same room count as pre-development, (145). Refer to Attachment A for a summary of the site's existing and anticipated trip generation. The development of the property will reduce the number of p.m. peak hour trips from 147 to 86, a net reduction of 61 trips.

Sites E and F

The site currently features two commercial buildings totaling approximately +/-8,800 sf. The proposed renovations will demolish the existing buildings and replace them with a new commercial structure that has the same square footage. Refer to Attachment A for a summary of the site's existing and anticipated trip generation. The development of the property will produce no net change in the number of p.m. peak hour trips.

END OF THE DOCUMENT

COMPOSITE EXHIBIT "H"
PHASED DEVELOPMENT PLAN SCHEDULE AND PHASE 2 DEVELOPMENT
COMITMENTS



March 18, 2013

Mr. Donald Craig, Director
City of Key West Planning
3140 Flagler Avenue
Key West, FL 33040

RE: Development Propose Phasing Letter
Key West Hotels
3852, 3850, 3824 and 3820 N. Roosevelt Boulevard

Dear Mr. Craig:

In response to the Planning Comments from the DRC Meeting on March 6, 2013, we offer the following for Item No. 1:

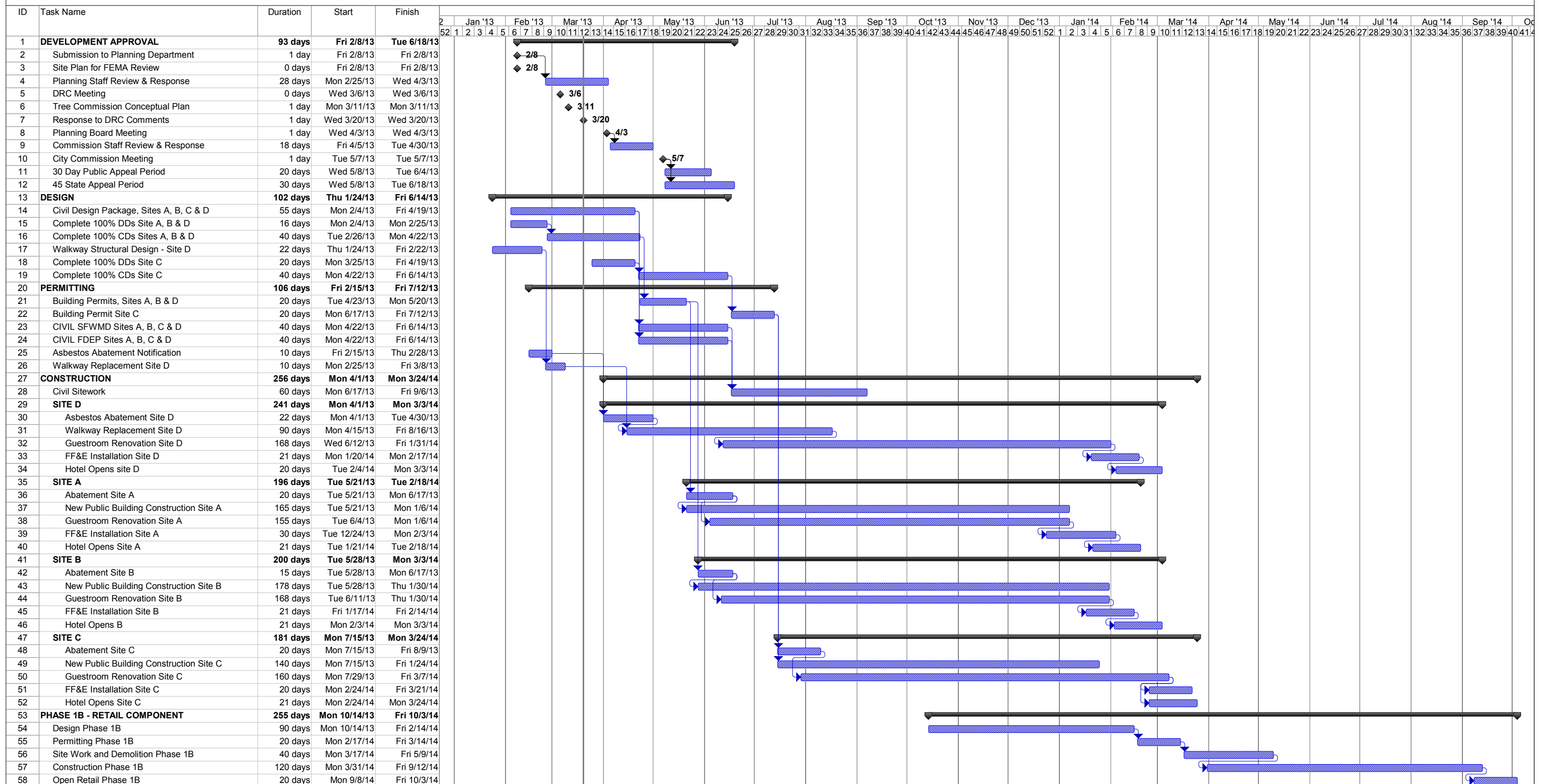
- The retail component of the 17 acre, Key West Collection Hotel redevelopment will be comprised of projects that will support and be cohesive to our limited service hotel village. The targeted retail product type will augment limited service hotels and most likely be populated with restaurants, coffee shops and drinking establishments.
- The retail component will be roughly 14,000 sq ft +/- distributed throughout the sites as allowed. It will comply with all local zoning and entitlements for the aforementioned project.
- The proposed retail projects will be compliant with all applicable FEMA standards.
- The goal for the mixed use project is to develop the retail component in the same time frame of the hotel redevelopment. We will make best efforts to open the retail component simultaneous with the hotel projects but this component could lag by as much as 6 to 9 months. The schedule provided in response to Item No. 6 reflects construction of the retail sites to begin immediately after the completion of the hotels. The construction duration is anticipated to be approximately 7 to 8 months.
- In consideration of potential economic conditions, we would ask that the window for completing these sites be left available until approximately 2018.

Please contact us if you need additional information or have any questions.

Sincerely,

John Gonzalez

KEY WEST HOTEL COLLECTION



COMPOSITE EXHIBIT "I"
FINAL FEMA SITE DEVELOPMENT CALCULATIONS

FEMA CALCULATION SUMMARY
KEY WEST HOTEL COLLECTION

	A	B	C	D	E	F
Structure Address & Designation	Depreciated Cost of Existing Structure	FEMA 50% Threshold	Estimated Cost of Renovation	Value of Approved Exclusions	Cost of Renovation Less Exclusions	Balance to FEMA Threshold (Column C - F)
3852 North Roosevelt Boulevard						
Guestroom Bldg. #2W	\$3,125,922	\$1,562,961	\$1,193,989	\$0	\$1,193,989	\$368,972
Guestroom Bldg. #2E	\$3,002,408	\$1,501,204	\$1,287,925	\$0	\$1,287,925	\$213,279
Guestroom Bldg. #3	\$2,947,758	\$1,473,879	\$1,102,515	\$0	\$1,102,515	\$371,364
Guestroom Bldg. #4	\$2,628,357	\$1,314,179	\$1,175,377	\$0	\$1,175,377	\$138,802
3850 North Roosevelt Boulevard						
Guestroom Bldg. #1	\$5,438,372	\$2,719,186	\$1,783,295	\$0	\$1,783,295	\$935,891
Guestroom Bldg. #4E & 4W	\$5,085,342	\$2,542,671	\$3,130,630	\$1,038,564	\$2,092,066	\$450,605
Guestroom Bldg. #5	\$3,557,621	\$1,778,811	\$1,828,047	\$573,465	\$1,254,582	\$524,229
3824 North Roosevelt Boulevard						
Guestroom Bldg. #2	\$2,514,993	\$1,257,497	\$1,122,885	\$323,274	\$799,611	\$457,886
Guestroom Bldg. #3	\$2,514,993	\$1,257,497	\$1,043,854	\$323,274	\$720,580	\$536,917
Guestroom Bldg. #4	\$3,754,442	\$1,877,221	\$1,654,963	\$507,977	\$1,146,986	\$730,235
3820 North Roosevelt Boulevard						
6-Story Tower Bldg. #1	\$14,210,000	\$7,105,000	\$7,541,512	\$2,200,558	\$5,340,954	\$1,764,046

*NOTE: Estimated Renovation Costs includes construction renovation estimate plus estimated environmental and IT costs

COMPOSITE EXHIBIT "J"
EXISTING DEED RESTRICTIONS
3840 NORTH ROOSEVELT BOULEVARD

Prepared by and Return to:
Larry R. Erskine, Esq.
P.O. Box 1409
Key West, FL 33041-1409
(305) 809-3770

Doc# 1754937 08/13/2009 2:26PM
Filed & Recorded in Official Records of
MONROE COUNTY DANNY L. KOLHAGE

Doc# 1754937
Bk# 2427 Pg# 279

DECLARATION OF AFFORDABLE HOUSING RESTRICTIONS

This Declaration of Affordable Housing Restrictions (hereinafter "Declaration") is made and entered into this 31st day of March, 2009, by JLW Key West 1, LLC, a Florida limited liability company (hereinafter "Declarant"), whose principal mailing address is 506 Fleming Street, Key West, FL, 33040.

This Declaration applies to the sixteen (16) constructed rental units located at the rear of the real property located at 3840 North Roosevelt Boulevard, in Key West, Florida, which is more fully described in the Legal Description attached hereto and incorporated herein as Exhibit A (hereinafter "Property").

WHEREAS, the Property is subject to Resolution No. 98-88 of the City Commission of the City of Key West, Florida, which authorized the transfer by the Key West Housing Authority of sixteen (16) units to 3840 N. Roosevelt Boulevard for affordable housing purposes upon the following conditions: (1) affordability, established by deed restriction, must be for 30 years; (2) applications for rental units must be available to the public at large; (3) the Housing Authority's formula for affordable housing must be used to determine rental amounts; and (4) applicant eligibility must depend upon the Housing Authority's formula of earnings less than 80% of median income; and

WHEREAS, Declarant as well as subsequent purchasers and tenants will benefit from the limitations and regulations placed on the Property by operation of this Declaration; and,

WHEREAS, the intent of the City of Key West (hereinafter "City") in imposing reasonable regulations on the Property is to establish and maintain the affordability of the Property for persons with incomes within a specified range; and

WHEREAS, the intent of Declarant is to preserve through this Declaration the affordability of the Property and to assign to the City the right to enforce compliance with this Declaration; and

NOW, THEREFORE, the Declarant agrees that the Property shall be held and conveyed subject to the following affordable housing restrictions, covenants and conditions, which shall run with the Property and be binding on all parties having

any right, title or interest in the Property or any part thereof, their heirs, successors and assigns for the entire term of this Declaration.

I. DEFINITIONS

- A. "Declarant" shall mean the owner of the Property and any subsequent purchaser, devisee, transferee, grantee or holder of title of the Property or any portion of the Property.
- B. "Transfer" means any sale, assignment or transfer, voluntary, involuntary or by operation of law (whether by deed, contract of sale, gift, devise, bequest, trustee's sale, deed in lieu of foreclosure, or otherwise) of any interest in the Property, including but not limited to, a fee simple interest, a joint tenancy interest, a life estate, a leasehold interest, or an interest evidenced by a land contract by which possession of the Property is transferred and Declarant retains title.
- C. "Transferee" shall mean an individual, or individuals, who receive a Transfer of the Property from the Declarant.

All other terms shall have the same meaning given to them in the City's Work Force Housing Ordinance.

II. TERM AND ENFORCEABILITY

A. This Declaration shall run with the Property and bind the Declarant, his or her heirs, legal representatives, executors, successors in interest and assigns, for a period of thirty (30) years beginning on March 4, 1998, the effective date of Resolution No. 98-88, and concluding on March 3, 2028.

B. The Property is held and hereafter shall be held, conveyed, encumbered, used, rented, leased and occupied subject to these covenants, conditions, restrictions and limitations. All of the herein-stated covenants, conditions, restrictions and limitations are intended to constitute both equitable servitudes and covenants running with the land.

C. Any Transferee or purchaser of the Property, or of any portion of or interest in the Property, by the acceptance of a deed therefor, whether from Declarant or from any subsequent purchaser of the Property, shall, by the acceptance of such deed, be deemed to have consented to and accepted the covenants, conditions, restrictions and limitations set forth herein. Any written instrument attempting or purporting to sell, convey, grant, transfer, exchange or assign any legal or equitable rights or interests to the Property shall be deemed null and void, where such instrument purports or evidences an attempt to sell,

convey, grant, transfer, exchange or assign any right or interest to the Property where such instrument is inconsistent with or contrary to the conditions or covenants contained herein. Any deed or instrument of conveyance executed by or on behalf of Declarant or any subsequent grantee, devisee, heir, assignee or other transferee shall incorporate the foregoing reservations, restrictions and covenants by specific reference to this Declaration by Book and Page number(s) where recorded in the Public Records of Monroe County, Florida.

D. In order to preserve through this Declaration the affordability of the Property for persons with incomes within a specified range, the Declarant hereby grants and assigns to the City the right to monitor and enforce compliance with this Declaration. Declarant otherwise reserves the rights necessary to implement the provisions of this Declaration.

III. OCCUPANCY, LEASING AND USE OF THE PROPERTY

A. The sixteen (16) affordable units shall be operated, managed and otherwise administered as affordable work force housing and such other uses incidental to residential use as may be permitted by local zoning and land use regulations.

1. Occupancy of the affordable units shall be restricted to households or persons who derive at least 70 percent of its or his/her total income from gainful employment in Monroe County.

2. At the time an affordable unit is leased, the total income of the eligible household or persons shall not exceed 80 percent of the median household income for Monroe County (adjusted for family size). During the occupancy of the rental unit, the household's income may increase to an amount not to exceed 120 percent of the median household income for Monroe County (adjusted for family size). In such event, the tenant's occupancy shall terminate at the end of the existing lease term.

3. The monthly rent for the affordable rental unit, not including utilities, shall not exceed 30 percent of that amount which represents 80 percent of the monthly median household income of Monroe County (adjusted for family size).

4. Eligibility is based on proof of legal residence in Monroe County for at least one consecutive year.

5. Priority shall be given to families of four or more members for larger sized affordable work force housing units.
6. The income of eligible households shall be determined by counting only the first and highest paid 40 hours of employment per week of each unrelated adult. For a household containing adults related by marriage or a domestic partnership registered with the City, only the highest 60 hours of combined employment shall be counted. The income of dependents regardless of age shall not be counted in calculating a household's income.
7. In the event that a tenant's income shall exceed the maximum allowable income under this section and such shall occur for the first time during the last three months of a tenancy, then the landlord and tenant may extend a lease for a period of one year at the affordable rate.
8. The Board of Adjustment may review a household's income and unique circumstances to determine eligibility and conformance with the intent of this ordinance to assure that people in need are not excluded and people without need are not included.
9. Except as otherwise set forth herein, applications for rental units must be available to the public at large.

IV. DEFAULTS AND REMEDIES

A. Upon any violation of the provisions of this Declaration the City may declare a default under this Declaration by delivering written notice thereof to the Declarant, which notice shall provide the Declarant sixty (60) days from the date of the notice to cure the default. After providing written notice of default and an opportunity to cure, the City may apply to a court of competent jurisdiction for specific performance of the Declaration, for an injunction prohibiting a proposed sale or transfer in violation of this Declaration, for a declaration that a prohibited transfer is void, or for any such other relief as may be appropriate.

B. The remedies stated herein shall not be exclusive, but shall be cumulative to all other remedies and rights the parties may lawfully exercise.

V. REQUIREMENTS FOR WRITTEN REPORTS FROM DECLARANT

Declarant shall provide a written report to the City each year on January 1, or on such other date as specified by the City in writing, which includes a statement

that Declarant has complied with all provisions of this Declaration, or includes Declarant's explanation of any violation of any provision of this Declaration. The report shall be submitted within thirty (30) days of the specified date to the City Planning Department, or to such other person or address designated by the City. Failure to provide a report in a timely manner, or any misrepresentations on the report, shall constitute a default under this Declaration.

VI. GENERAL PROVISIONS

A. The City may assign its rights and delegate its duties hereunder in writing without the consent of Declarant. Upon such assignment the City shall notify the Declarant.

B. If any action is brought to enforce the terms of this Declaration, the prevailing party shall be entitled to reasonable attorneys' fees and costs.

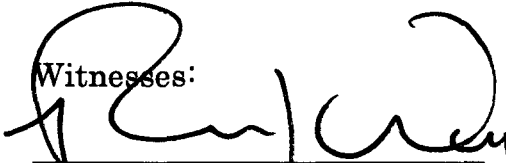
C. If any one or more of the provisions contained in this Declaration shall for any reason be held to be invalid, illegal or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions contained in this Declaration, and this Declaration shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

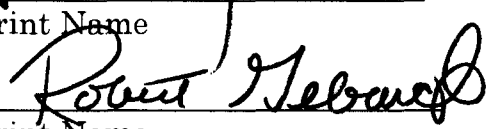
D. The terms of this Declaration shall be interpreted under the laws of the State of Florida and venue shall lie in Monroe County, Florida.

E. All notices required herein shall be sent by certified mail, return receipt requested, to the Declarant at the address of the Property and to the City or its designee at 525 Angela Street, Key West, FL, 33040, or such other address that the City may subsequently provide in writing to the Declarant.

[Signature Page Follows]

IN WITNESS WHEREOF, the Declarant has executed this Declaration as of the date written below.

Witnesses:


Print Name


Print Name

DECLARANT: JLW Key West 1, LLC

By: SH7, Inc., its managing member

By: 

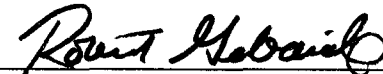
Robert A. Spottswood, President

Date: March 31, 2009

STATE OF FLORIDA
COUNTY OF ~~MONROE~~: **ORANGE**

Sworn to or affirmed and subscribed before me this 31st day of March, 2009, by Robert A. Spottswood, as President of SH7, Inc., the managing member of JLW Key West 1, LLC, who is personally known to me or has produced _____ as identification.

NOTARY SEAL:



NOTARY PUBLIC
Robert Gebaide

Printed Name of Notary Public



ROBERT H. GEBaide
Commission DD 651162
Expires May 22, 2011
Bonded Thru Troy Fair Insurance 900-986-7019

EXHIBIT "A"

Doc# 1754937
Bk# 2427 Pg# 285

Legal Description

A parcel of land on the Island of Key West, Monroe County, Florida, and being described by metes and bounds as follows:

Commence at the Northeast corner of Parcel 2, according to the plat thereof as recorded in Plat Book 3, at Page 35, of the public records of said Monroe County, Florida, thence South 33° 07' 56" West, a distance of 7.59 feet to the Point of Beginning; thence continue South 33°07' 56" West, a distance of 613.04 feet to the Northeasterly right of way line of Northside Drive as existing and constructed, and a point on a curve to the right, having a radius of 438.06 feet, a central angle of 13° 20' 33", a tangent length of 51.24 feet, a chord bearing of South 41° 39' 37" East and a chord length of 101.78 feet; thence along the arc of a curve, an arc length of 102.01 feet to the end of said curve, thence North 37° 37' 40" East, a distance of 646.24 feet to the Southwesterly right of way line of North Roosevelt Boulevard (State Road No. 5) and a point on a curve to the left, having a radius of 524.51 feet, a central angle of 14° 58' 17", a tangent length of 68.92 feet, a chord bearing of North 57° 59' 55" West, and a chord length of 136.66 feet; thence along the arc of said curve, an arc length of 137.05 feet to the end of said curve; thence North 65° 16' 67" West, a distance of 12.37 feet back to the Point of Beginning.

MONROE COUNTY
OFFICIAL RECORDS