

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



**To:** Chairman and Planning Board Members

**From:** Brendon Cunningham, Senior Planner

**Through:** Donald Leland Craig, AICP, Planning Director

**Meeting Date:** August 22, 2013

**Agenda Item:** **Variances - 416 Elizabeth Street (RE# 00006240-000000, AK# 1006467)** - A request for a variance for detached habitable space to construct a structure for use as a pool house or satellite bedroom in the HMDR zoning district per Section 122-1078 of the Land Development Regulations of the Code of Ordinances of the City of Key West.

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**Request:** The applicant is requesting a variance for detached habitable space to construct a structure for use as a pool house or satellite bedroom.

**Applicant:** Bert Bender, Bender & Associates, P.A.

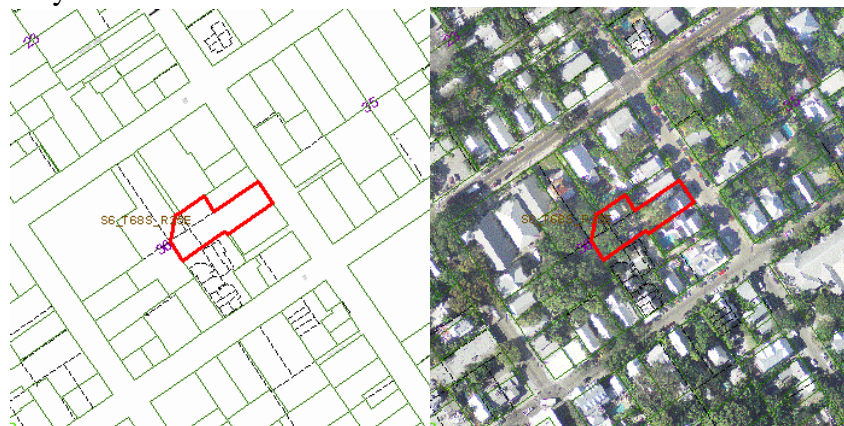
**Property Owner:** Far Niente, LLC

**Location:** 416 Elizabeth Street (RE# 00006240-000000, AK# 1006467)

**Zoning:** Historic Medium Density Residential (HMDR) Zoning District

**Background:**

The property is comprised of a single-family house and two accessory structures. The granting of this variance would provide the applicant with additional living space to accommodate guests and extended family.



<b>Relevant HMDR Zoning District Dimensional Requirements: Section 122-238</b>			
<b>Requirements</b>	<b>Zoning Regulations</b>	<b>Existing Conditions</b>	<b>Proposed Changes</b>
Building Coverage	40%	25%	30.6%
Impervious Surface	60%	30%	35.5%
Side Setback	5'	NA	13'
Rear Setback	5'	NA	5'

**Process:**

**Development Review Committee Meeting:**

July 25, 2013

**Planning Board Meeting:**

August 22, 2013

**Analysis – Evaluation for Compliance With The Land Development Regulations:**

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

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

Special conditions or circumstances do not exist. However, this is not a variance request to dimensional requirements and therefore does not necessarily require variance review.

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

The condition is created by the applicant through the nature of the design.

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

Allowing the new construction, as proposed, would confer special privileges upon the applicant.

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

The applicant is not deprived of rights commonly enjoyed by other properties without the variance approval.

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

The variance requested is the minimum variance that will make possible the continued use of the land, building, or structure. However, the applicant has reasonable use of the property prior to the new construction.

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

The granting of the variances does not appear to be injurious to the area involved or detrimental to the public interest.

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

Existing conforming or nonconforming uses of other properties, use of neighboring lands, structures, or buildings in the same district, or other zoning districts, are not the basis for this request.

**Concurrency Facilities and Other Utilities or Service (Section 108-233):**

Based on comments received at the DRC, it does not appear that the requested variance will trigger any public facility capacity issues.

**The Planning Board shall make factual findings regarding the following:**

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

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

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

The applicant has been in contact with adjacent property owners.

**RECOMMENDATION:**

The Planning Department, based on the criteria established by the Comprehensive Plan and the Land Development Regulations, recommends the request for variance be **denied**. However, if the Planning Board approves this request, staff would like to require the following conditions:

1. The detached habitable structure shall not have cooking facilities nor be held out for rent and that there is a deed restriction put in place to that end.
2. That the setback areas are maintained in perpetuity for life safety access and no utilities or structures be erected in the area.
3. That a certificate of appropriateness is obtained from HARC.

# **Draft Resolution**

**PLANNING BOARD  
RESOLUTION No. 2013-**

**A RESOLUTION OF THE CITY OF KEY WEST  
PLANNING BOARD FOR VARIANCE  
APPROVAL FOR DETACHED HABITABLE  
SPACE FOR PROPERTY LOCATED AT 416  
ELIZABETH STREET (RE#00006240-000000,  
AK 1006467) IN THE HISTORIC MEDIUM  
DENSITY RESIDENTIAL ZONING DISTRICT,  
PER SECTION 122-1078 OF THE LAND  
DEVELOPMENT REGULATIONS OF THE  
CODE OF ORDINANCES OF THE CITY OF  
KEY WEST.**

**WHEREAS**, Section 122-1078 of the Code of Ordinances requires that all habitable space shall be accessible from the interior of exterior walls; and

**WHEREAS**, the applicant requested a variance to construct a structure for use as a pool house or satellite bedroom; and

**WHEREAS**, this matter came before the Planning Board at a duly noticed public hearing on August 22, 2013; and

**WHEREAS**, the Planning Board finds that special conditions and circumstances exist which are peculiar to the land, structure, or building involved and which are not applicable to other

\_\_\_\_\_ Chairman

\_\_\_\_\_ Planning Director

land, structures or buildings in the same district; and

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

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

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

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

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

\_\_\_\_\_ Chairman

\_\_\_\_\_ Planning Director

**WHEREAS**, the Planning Board 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 any variances; and

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

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

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

**Section 2.** An approval by resolution of the Key West Planning Board for a variance to allow the construction of detached habitable space for use as a pool house or satellite bedroom per plans dated April 1, 2013, on property located at 416 Elizabeth Street (RE# 00006240-000000, AK 1006467) in the HMDR zoning district per Section 122-1078 of the Land Development Regulations of the Code of Ordinances of the City of Key West with the following conditions:

\_\_\_\_\_ Chairman  
\_\_\_\_\_ Planning Director



1. The detached habitable structure shall not have cooking facilities nor be held out for rent and that there is a deed restriction put in place to that end.
2. That the setback areas are maintained in perpetuity for life safety access and no utilities or structures be erected in the area.
3. That a certificate of appropriateness is obtained from HARC.

**Section 3.** It is a condition of this variance that full, complete, and final application for all conditions of this approval for any use and occupancy for which this variance is wholly or partly necessary, shall be submitted in their entirety within two years after the date hereof; and further, that no application or shall be made after expiration of the two-year period without the applicant obtaining an extension from the Planning Board and demonstrating that no change of circumstances to the property or its underlying zoning has occurred.

**Section 4.** The failure to fully and completely apply the conditions of approval for permits for use and occupancy pursuant to this variance in accordance with the terms of the as described in Section 3 hereof, shall immediately operate to terminate this variance, which variances shall be of no force or effect.

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

\_\_\_\_\_ Chairman

\_\_\_\_\_ Planning Director

authority respecting the property.

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

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

\_\_\_\_\_ Chairman

\_\_\_\_\_ Planning Director

Read and passed on first reading at a regularly scheduled meeting held this 22nd day of August, 2013.

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

\_\_\_\_\_  
Richard Klitinick, Planning Board Chairman Date

**Attest:**

\_\_\_\_\_  
Donald Leland Craig, AICP, Planning Director Date

**Filed with the Clerk:**

\_\_\_\_\_  
Cheryl Smith, City Clerk Date

\_\_\_\_\_ Chairman

\_\_\_\_\_ Planning Director

# Application



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



**Variance Application**

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

Please print or type a response to the following:

1. Site Address 416 Elizabeth Street, Key West, FL 33040
2. Name of Applicant Bert Bender
3. Applicant is: Owner \_\_\_\_\_ Authorized Representative X
4. Address of Applicant Bender & Associates Architects, P.A. 410 Angela Street,  
Key West, FL 33040
5. Phone # of Applicant 305-296-1347 Mobile# N/A
6. E-Mail Address blbender@bellsouth.net
7. Name of Owner, if different than above Far Niente, LLC
8. Address of Owner 416 Elizabeth Street, Key West, FL 33040
9. Phone # of Owner 312-664-5880
10. Email Address danalday@earthlink.net
11. Zoning District of Parcel HMDR RE# 1006467
12. Description of Proposed Construction, Development, and Use  
Construction of an accessory structure for use as a pool house
13. List and describe the specific variance(s) being requested:  
SEC.122-1078 Habitable space

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

Site Data Table				
	Code Requirement	Existing	Proposed	Variance Request
<b>Zoning</b>	HNDR			
<b>Flood Zone</b>	"X"			
<b>Size of Site</b>	12,286 s.f.			
<b>Height</b>	30'	N/A	16'-1"	No
<b>Front Setback</b>	10'	no change	no change	No
<b>Side Setback</b>	5'	N/A	13'	No
<b>Side Setback</b>	5'	N/A	14' +/-	No
<b>Street Side Setback</b>	N/A	N/A	N/A	No
<b>Rear Setback</b>	5' accessory	N/A	6'	No
<b>F.A.R</b>	N/A	N/A	N/A	No
<b>Building Coverage</b>	40%	25.1%	30.6%	No
<b>Impervious Surface</b>	60%	30%	35.5%	No
<b>Parking</b>	1	1	1	No
<b>Handicap Parking</b>	N/A	N/A	N/A	No
<b>Bicycle Parking</b>	N/A	N/A	N/A	No
<b>Open Space/ Landscaping</b>	N/A	N/A	N/A	No
<b>Number and type of units</b>	4 residential	1	1	No
<b>Consumption Area or Number of seats</b>	N/A	N/A	N/A	No

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

Meeting Date Staff Approved HARC Approval # H13010000227

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16. Are there any easements, deed restrictions or other encumbrances attached to the subject property? Yes \_\_\_\_\_ No x If Yes, please describe and attach relevant documents

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17. Will the work be within the dripline (canopy) of any tree on or off the property?

YES \_\_\_\_\_ NO x

If yes, provide date of landscape approval, and attach a copy of such approval.

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

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

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

Variance Application  
City of Key West Planning Department  
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**Standards for Considering Variances**

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

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

This is an irregular lot with 3 existing historic structures and several  
protected trees that limit development options

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

The conditions existed when the property was purchased.

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

The variance does not confer special privileges.

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

The land development regulations are ambiguous and contradictory. Sec. 122.1081 allows multiple structures on a lot. A pool house meets the definition of both accessory structure and accessory use from Section 86-9. Section 122-1078 states that "all habitable space shall be accessible from the interior of exterior walls." The pool house complies with this requirement as an allowable free standing structure. These issues are addressed in the attached letter to B.Cunningham dated 4/24/2013

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

This is the minimum variance required to make use of this structure.

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

This variance is in harmony with the general intent and purpose of the Land Development Regulations.

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

No other property was considered as the basis of this variance.

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

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



April 24, 2013

Mr. Brendon Cunningham, Sr. Planner II  
City of Key West Planning Dept.  
3140 Flagler Ave  
Key West, FL 33040

**RE: Accessory Structures**

Dear Brendon:

I have been advised by David Salay that the City is requiring a variance for "Habitable Space" for the pool house at 416 Elizabeth Street. The pool house is in full compliance with the LDR's.

The section of the Code that you refer to is section 122-1078:

**Sec. 122-1078. Restrictions on building and structures including entryways**

No building or other structure shall be erected or altered to exceed the height; to accommodate or house a greater number of families; to occupy a greater percentage of building site area; or to have narrower or smaller rear yard setbacks, front yard setbacks, side yard setbacks or other open spaces than specified in the land development regulations or in any other manner contrary to the land development regulations. All habitable space shall be accessible from the interior of exterior walls.

(Ord. No. 97-10, § 1(2-7.3), 7-3-1997)

**Cross reference** – Buildings and building regulations, ch 14

The proposed pool house is in full compliance with this section, including the last sentence: "All habitable space shall be accessible from the interior of exterior walls."

The Code specifically allows multiple structures on a lot in multiple sections:

**Sec 122-1081. Erection of more than one principal structure on lot**

In any district, more than one structure accommodating a permitted or permissible principal use may be erected on a single lot, provided that yard and other requirements of zoning shall be met for each such structure.

(Ord. No. 97-10, § 1(2-7.6), 7-3-1997)

410 Angela Street  
Key West, Florida 33040  
Telephone (305) 296-1347  
blbender@bellsouth.net  
Florida License AAC002022  
www.BenderArchitects.com

#### DIVISION 4. ACCESSORY USES AND STRUCTURES

**Sec. 122-1181. Permitted and restricted uses.**

Accessory uses or structures as defined in section 86-9 shall be allowed in all districts. Such accessory uses or structures shall be permitted by right in a subject district if the principal use is a permitted use; however, the accessory use or structure shall be a conditional use if the principal use is a conditional use. No accessory uses or structure shall be erected in any required front or side yard, and the accessory uses or structure shall not cover more than 30 percent of any required rear yard. No separate accessory structures shall be erected less than five feet of any lot line. Accessory buildings must be constructed simultaneously with, or following, the construction of the main building and shall not be used until after the principal structure has received a certificate of occupancy. Erection of tents is prohibited. Hot tubs, whether fixed or movable, shall be considered accessory structures for the purpose of setbacks.

(Ord. No. 97-10, § 1(2-7.7), 7-3-1997)

**Sec. 122-1182. Carports.**

An open carport may be erected adjacent to interior lot lines within one foot of the front and side property lines. Rooftop runoff shall be contained on the subject site.

(Ord. No. 97-10, § 1(2-7.8), 7-3-1997)

The Land Development Regulations define accessory uses and structures.

**Accessory structure** means a subordinate structure that is detached from the principal structure, the use of which is incidental to that of the principal structure.

**Accessory use** means a use that is clearly incidental to the principal use, that is subordinate in area, extent or purpose to the principal use and that contributes to the comfort, convenience or necessity of the principal use, and that is located on the same lot with such principal building or use. In a residential district, the accessory use shall not be nonresidential in character.

Nothing in the Code defines an accessory use as non-habitable space. In fact, the opposite is the case where it states "...and that contributes to the comfort, convenience or necessity of the principal use..." A pool house, such as the one proposed, exactly meets these definitions and the intent of the Code. The pool house is an accessory use in an accessory structure, within which all of its habitable space is "accessible from the interior of exterior walls."

This issue dates back to the Planning Director who succeeded Ted Strader, Catherine Harding. Based on my reading of the LDR's as outlined above, I believe her interpretation of this issue is incorrect. The interpretation that there is an LDR definition that an accessory structure cannot contain habitable space is simply wrong. It's time to correct it.

I would like to review the above with you, Don Craig and Shawn Smith to resolve this. This incorrect interpretation simply places an undue burden on the Planning Department, the Planning Commission and the community at large.

Thanks for your help in resolving this matter.

Sincerely,

A handwritten signature in black ink, appearing to read "B. Bender", with a long horizontal line extending to the right from the end of the signature.

Bert L. Bender, Architect

BLB/ddk

cc: Dana Day  
Don Craig  
Shawn Smith

# Verification

**City of Key West  
Planning Department**



**Verification Form**  
*(Where Authorized Representative is an individual)*

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

416 Elizabeth Street, Key West, FL 33040

*Street address of subject property*

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

*Signature of Authorized Representative*

Subscribed and sworn to (or affirmed) before me on this 24th day of June 2013 by \_\_\_\_\_  
*date*

Bert Bender

*Name of Authorized Representative*

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

  
*Notary's Signature and Seal*

\_\_\_\_\_  
*Name of Acknowledger typed, printed or stamped*

\_\_\_\_\_  
*Commission Number, if any*

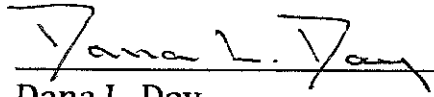
# **Authorization**



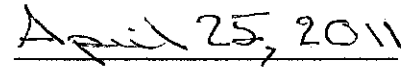


**CERTIFICATE: RESOLUTIONS**

I, Dana L. Day, a Managing Member of Far Niente, LLC, do hereby certify that attached hereto is a true and correct copy of the Written Action of Organizer and Members of Far Niente, LLC.

  
\_\_\_\_\_

Dana L. Day  
Managing Member, Far Niente, LLC

  
\_\_\_\_\_

Date

**WRITTEN ACTION OF ORGANIZER AND MEMBERS  
OF  
FAR NIENTE, LLC**

The undersigned, being the Organizer and Members of FAR NIENTE, LLC, a Minnesota limited liability company, hereby adopt the following resolutions, effective as of March 24, 2011:

**Acknowledgment of Filing of Articles of Organization**

RESOLVED, it is hereby acknowledged that Articles of Organization of the Company were filed with the Minnesota Secretary of State on March 24, 2011, and that a Certificate of Organization has been issued to the Company.

**Approval of Member Control Agreement**

WHEREAS, it is believed to be in the best interests of the Company to become a party to that certain Member Control Agreement dated the as of the date hereof, by and between the Company and its Members (the "Member Control Agreement");

NOW, THEREFORE, RESOLVED, that the Member Control Agreement be and it hereby is ratified and approved.

**Issuance of Membership Interests**

RESOLVED, that the capital contributions of Stanley R. Day, Jr. and Dana L. Day (the "Members") are hereby acknowledged; and

RESOLVED FURTHER, that it is further acknowledged that, in exchange for such capital contributions, the Company shall and it does hereby issue 1,000 Membership Units to the Members in the following shares:

<u>Name</u>	<u>Units</u>
Stanley R. Day, Jr.	500
Dana L. Day	500
<b><u>Total</u></b>	<b><u>1,000</u></b>

**Election of Managers**  
**And**  
**Manager Duties**

RESOLVED, that Stanley R. Day, Jr and Dana L. Day be and they hereby are elected to the office of Managers, to serve until the next election of Managers and until their respective successors shall have been duly elected and qualified.

RESOLVED FURTHER, that in accordance with the Member Control Agreement, Stanley R. Day, Jr and Dana L. Day (i) shall have general active management of the business of the Company; (ii) shall, when present, preside at all meetings of the Members; (iii) shall see that all orders and resolutions of the Members are carried into effect; (iv) shall sign and deliver in the name of the Company any deeds, mortgages, bonds, contracts, or other instruments pertaining to the business of the Company, except in cases in which the authority to sign and deliver is required by law to be exercised by another person or is expressly delegated by this Agreement to some other Manager or agent of the Company; (v) shall maintain records of and, when necessary, certify all proceedings of the Members; (vi) shall keep accurate financial records for the Company; (vii) shall deposit all monies, drafts and checks in the name of and to the credit of the Company in such banks and depositories as the Members shall designate from time to time; (viii) shall endorse for deposit all notes, checks and drafts received by the Company, making proper vouchers therefore; (ix) shall disburse Company funds and drafts in the name of the Company; (x) shall render to the Members, whenever requested, an account of all transactions by the Managers and of the financial condition of the Company; and (xi) shall perform such other duties as may be prescribed by the Members from time to time.

RESOLVED FURTHER, that each such Manager acting alone is hereby authorized and directed to undertake any and all actions necessary to carry out the powers and duties described in the preceding recital, including, but not limited to, signing any documents, instruments or agreements or endorse any note, check or draft on behalf of the Company

**Fiscal Year**

RESOLVED, that the fiscal year of the Company shall end on the last day of December of each year

**Adoption of Banking Resolutions**

RESOLVED, that the Managers of the Company shall designate a bank as a depository for the funds of the Company and shall be authorized to make deposits therein and withdraw funds therefrom, and make loans, either secured or unsecured from such bank, all in accordance with the detailed resolutions set forth on the bank's form of resolution, which is incorporated herein as fully as though specifically set forth.

**Purchase of Property**

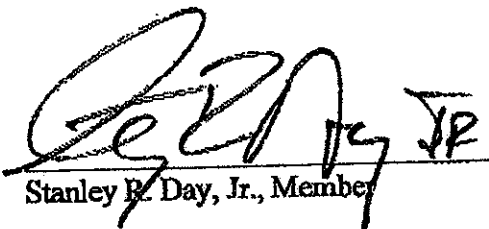
WHEREAS, the Company intends to purchase and renovate that certain real property located at 416 Elizabeth Street, Key West, FL, subject to a mortgage and note to be held by JP Morgan Chase Bank, N.A., and a MJM 40z Downeast boat; and

WHEREAS, the Company further anticipates that it may desire to purchase additional tangible personal property from time to time, which property will be stored and used on or about 416 Elizabeth Street, Key West, FL.

RESOLVED, that the Managers of the Company are hereby authorized and directed to undertake any and all actions necessary to effectuate the purchase of property described in the preceding recitals and all such actions are hereby fully ratified, confirmed and approved.

**Resignation of Organizer**

RESOLVED, that Kelli A. Enders hereby resigns as Organizer of the Company.

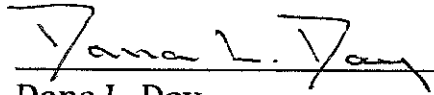
  
Stanley R. Day, Jr., Member

\_\_\_\_\_  
Dana L. Day, Member

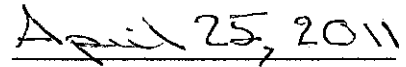
\_\_\_\_\_  
Kelli A. Enders, Organizer

**CERTIFICATE: RESOLUTIONS**

I, Dana L. Day, a Managing Member of Far Niente, LLC, do hereby certify that attached hereto is a true and correct copy of the Written Action of Organizer and Members of Far Niente, LLC.



Dana L. Day  
Managing Member, Far Niente, LLC



Date

**WRITTEN ACTION OF ORGANIZER AND MEMBERS  
OF  
FAR NIENTE, LLC**

The undersigned, being the Organizer and Members of FAR NIENTE, LLC, a Minnesota limited liability company, hereby adopt the following resolutions, effective as of March 24, 2011:

**Acknowledgment of Filing of Articles of Organization**

RESOLVED, it is hereby acknowledged that Articles of Organization of the Company were filed with the Minnesota Secretary of State on March 24, 2011, and that a Certificate of Organization has been issued to the Company.

**Approval of Member Control Agreement**

WHEREAS, it is believed to be in the best interests of the Company to become a party to that certain Member Control Agreement dated the as of the date hereof, by and between the Company and its Members (the "Member Control Agreement");

NOW, THEREFORE, RESOLVED, that the Member Control Agreement be and it hereby is ratified and approved.

**Issuance of Membership Interests**

RESOLVED, that the capital contributions of Stanley R. Day, Jr. and Dana L. Day (the "Members") are hereby acknowledged; and

RESOLVED FURTHER, that it is further acknowledged that, in exchange for such capital contributions, the Company shall and it does hereby issue 1,000 Membership Units to the Members in the following shares:

<u>Name</u>	<u>Units</u>
Stanley R. Day, Jr.	500
Dana L. Day	500
<b><u>Total</u></b>	<b><u>1,000</u></b>

**Election of Managers**  
**And**  
**Manager Duties**

RESOLVED, that Stanley R. Day, Jr and Dana L. Day be and they hereby are elected to the office of Managers, to serve until the next election of Managers and until their respective successors shall have been duly elected and qualified.

RESOLVED FURTHER, that in accordance with the Member Control Agreement, Stanley R. Day, Jr and Dana L. Day (i) shall have general active management of the business of the Company; (ii) shall, when present, preside at all meetings of the Members; (iii) shall see that all orders and resolutions of the Members are carried into effect; (iv) shall sign and deliver in the name of the Company any deeds, mortgages, bonds, contracts, or other instruments pertaining to the business of the Company, except in cases in which the authority to sign and deliver is required by law to be exercised by another person or is expressly delegated by this Agreement to some other Manager or agent of the Company; (v) shall maintain records of and, when necessary, certify all proceedings of the Members; (vi) shall keep accurate financial records for the Company; (vii) shall deposit all monies, drafts and checks in the name of and to the credit of the Company in such banks and depositories as the Members shall designate from time to time; (viii) shall endorse for deposit all notes, checks and drafts received by the Company, making proper vouchers therefore; (ix) shall disburse Company funds and drafts in the name of the Company; (x) shall render to the Members, whenever requested, an account of all transactions by the Managers and of the financial condition of the Company; and (xi) shall perform such other duties as may be prescribed by the Members from time to time.

RESOLVED FURTHER, that each such Manager acting alone is hereby authorized and directed to undertake any and all actions necessary to carry out the powers and duties described in the preceding recital, including, but not limited to, signing any documents, instruments or agreements or endorse any note, check or draft on behalf of the Company

**Fiscal Year**

RESOLVED, that the fiscal year of the Company shall end on the last day of December of each year

**Adoption of Banking Resolutions**

RESOLVED, that the Managers of the Company shall designate a bank as a depository for the funds of the Company and shall be authorized to make deposits therein and withdraw funds therefrom, and make loans, either secured or unsecured from such bank, all in accordance with the detailed resolutions set forth on the bank's form of resolution, which is incorporated herein as fully as though specifically set forth.



**Purchase of Property**

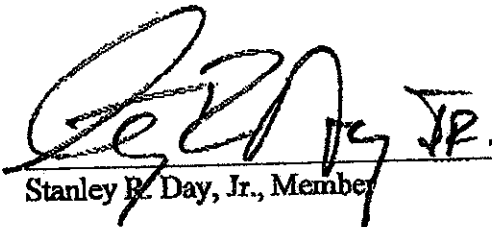
WHEREAS, the Company intends to purchase and renovate that certain real property located at 416 Elizabeth Street, Key West, FL, subject to a mortgage and note to be held by JP Morgan Chase Bank, N.A., and a MJM 40z Downeast boat; and

WHEREAS, the Company further anticipates that it may desire to purchase additional tangible personal property from time to time, which property will be stored and used on or about 416 Elizabeth Street, Key West, FL.

RESOLVED, that the Managers of the Company are hereby authorized and directed to undertake any and all actions necessary to effectuate the purchase of property described in the preceding recitals and all such actions are hereby fully ratified, confirmed and approved.

**Resignation of Organizer**

RESOLVED, that Kelli A. Enders hereby resigns as Organizer of the Company.

  
Stanley R. Day, Jr., Member

\_\_\_\_\_  
Dana L. Day, Member

\_\_\_\_\_  
Kelli A. Enders, Organizer

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Dana L. Day, Member

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Kelli A. Enders, Organizer

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\_\_\_\_\_  
Kelli A. Enders, Organizer

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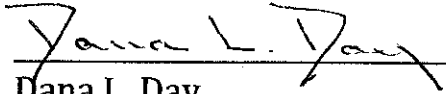
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Stanley R. Day, Jr., Member

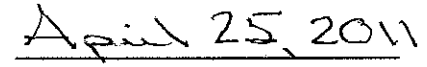
\_\_\_\_\_  
Dana L. Day, Member

  
\_\_\_\_\_  
Kelli A. Enders, Organizer

**CERTIFICATE: MEMBER CONTROL AGREEMENT**

I, Dana L. Day, a Managing Member of Far Niente, LLC, do hereby certify that attached hereto is a true and correct copy of the Member Control Agreement of Far Niente, LLC

  
\_\_\_\_\_  
Dana L. Day  
Managing Member, Far Niente, LLC

  
\_\_\_\_\_  
Date

**MEMBER CONTROL AGREEMENT  
OF  
FAR NIENTE, LLC**

This is a Member Control Agreement for FAR NIENTE, LLC, dated effective as of March 24, 2011, by and between FAR NIENTE, LLC, a Minnesota limited liability company; and its members.

**ARTICLE 1.  
ORGANIZATION OF COMPANY**

1.1 **Term of the Company.** The Company shall exist perpetually until it is terminated in accordance with this Agreement and the LLC Act.

1.2 **Member Control Agreement.** This Agreement is a Member Control Agreement under Section 322B.37 of the LLC Act. It is expressly intended that, during the entire term of this Agreement, the provisions of this Agreement shall supersede any provisions of the LLC Act, as they now exist or as may be subsequently amended or restated, that are inconsistent or conflict with the provisions of this Agreement to the maximum extent permitted by law.

1.3 **Parties Subject to Agreement.** This Agreement is binding on and inures to the benefit of the Company; each Person owning a Membership Interest; and their respective heirs, legal representatives, successors, and assigns. A Person's express agreement to be bound by this Agreement or any amendment or restatement of this Agreement may be evidenced by such Person or such Person's legal representative either (i) signing this Agreement or such amendment or restatement; or (ii) signing any other document, statement or instrument that evidences agreement to be a party to this Agreement and/or such amendment or restatement.

1.4 **Membership Interests Subject to Agreement.** This Agreement applies to all Membership Interests of the Company which are now owned or hereafter acquired by or on behalf of any Person, whether by purchase, dividend, split, recapitalization, gift, devise, or any other means whatsoever.

1.5 **Amendment of Agreement.** The terms and provisions of this Agreement may be amended, restated or terminated only by the written agreement of all of the Members. Amending or restating this Agreement will not give rise to dissenters' rights as provided in Section 322B.383 of the LLC Act.

16 **Tax Matters.**

16.1 **Tax Status.** The Company shall be classified and taxed as a partnership for federal and state income tax purposes except to the extent that the Company is to be disregarded as an entity for federal and state income tax purposes pursuant to applicable provisions of the Code. If the Company is disregarded for income tax purposes, the Company shall not be disregarded as a separate legal entity for any other purpose, including but not limited to, diminishing in any respect the LLC Act providing that a Person owning Membership Interests, Manager, or other agent of the Company is not, merely on account of such status, personally liable for the acts, debts, liabilities, or obligations of the Company

16.2 **Tax Matters Partner.** Any "tax matters partner" of the Company required to be appointed by the Code shall be the Person selected by the Managers that meets the qualifications of the Code and applicable Treasury Regulations.

16.3 **Tax Elections.** All elections permitted or required to be made for federal or state income tax purposes on behalf of the Company, including but not limited to, the election under Section 754 of the Code, and all revocations of such elections, shall be made by the Chief Manager

17 **Enforcement of Agreement.** If a Person violates the terms of this Agreement, the Company and/or any Member may take legal action against such Person or pursue an order compelling such Person to do something or restraining such Person from doing something. If a Person violates the terms of this Agreement, the Company and/or any Member will be entitled to recover from such Person reasonable attorney's fees and costs incurred in connection with enforcing the terms of this Agreement. If a court deems any term of this Agreement to be overly broad, superseded by the LLC Act, or otherwise unenforceable or void, the court may modify and thereafter enforce the term and the balance of this Agreement, or sever such term if it cannot be so modified and enforce all of the other terms of this Agreement.

1.8 **No Dissenters' Rights.** The rights of dissenting Members provided in Sections 322B 383 and 322B 386 of the LLC Act shall not be available to Members. No Member of the Company may dissent from or obtain payment for their Membership Interest in the event of any of the Company's actions described in Section 322B.383 of the LLC Act nor have any right at law or in equity to have such actions of the Company set aside or rescinded.

19 **Standard of Conduct.** Each Manager shall perform his or her duties and exercise his or her powers under this Agreement in accordance with the following standards.

1.9.1 The Managers shall act in accordance with the standards of due care and loyalty of a reasonable businessperson in similar circumstances and shall not take action detrimental to the Company's business or good will.

1.9.2 The Managers shall act in good faith and use their reasonable business judgment in exercising the discretion to the Managers under this Agreement and in

formulating any actions or course of conduct to be taken by the Managers pursuant to this Agreement

1 9 3 The Managers shall manage the Company's business and affairs in compliance in all material respects with the LLC Act and other laws and regulations. Such management shall be conducted in such manner as not to violate any term or provisions of any material contract or agreement to which the Company is a party or is bound.

1 10 **Defined Terms.** The terms defined in this Section shall have the meanings given to them in this Section for purposes of this Agreement. Certain other capitalized terms in this Agreement may be defined elsewhere in this Agreement. All defined terms in this Agreement include the singular and the plural as the context indicates.

1 10.1 **Agreement.** "Agreement" means this Member Control Agreement as amended or restated.

1 10.2 **Articles of Organization.** "Articles of Organization" or "Articles" means the Articles of Organization for the Company filed with the Minnesota Secretary of State as amended or restated.

1 10.3 **Capital Accounts.** "Capital Accounts" mean the capital accounts required to be maintained by the Company for each Member as provided in this Agreement.

1 10.4 **Code.** "Code" means the Internal Revenue Code of 1986, as amended, and any comparable successor to such Code. All references to a section of the Code shall mean and include any subsequent amendment or replacement of such section.

1 10.5 **Company.** "Company" means Far Niente, LLC, a Minnesota limited liability company

1 10.6 **Financial Rights.** "Financial Rights" mean a Person's rights to share in income, gain, receipt, loss, deduction, credit and distribution as provided in this Agreement and any right to assign such rights.

1 10.7 **Governance Rights.** "Governance Rights" mean all of a Member's rights as a Member in the Company except for Financial Rights or any right to assign Financial Rights.

1 10.8 **LLC Act.** "LLC Act" means the Minnesota limited liability company act, as amended, and any comparable successor to such LLC Act. All references to a section of the LLC Act shall mean and include any subsequent amendment or replacement of such section.



1 10 9        **Manager.** “Manager” means the natural person elected, appointed, or otherwise designated as a Manager pursuant to this Agreement and the LLC Act. The Manager or Managers shall perform the duties of chief manager and treasurer as required by the LLC Act. A Manager need not be a Member of the Company

1 10 10       **Members.** “Members” mean all Persons reflected in the required records of the Company as the owners of a Membership Interest. Members are individually referred to as a “Member ”

1 10 11       **Membership Interest.** “Membership Interest” means the interest in the Company consisting of each Person’s Financial Rights and/or Governance Rights and any right such Person has to assign such Person’s Financial Rights and/or Governance Rights. The Membership Interests for all such Persons are collectively referred to as the “Membership Interests.”

1 10 12       **Person.** “Person” includes a natural person or a domestic or foreign limited liability company, corporation, partnership, limited partnership, joint venture, association, business trust, estate, trust, enterprise, and any other legal or commercial entity

1 10 13       **Treasury Regulations.** The “Treasury Regulations” mean the treasury regulations promulgated under the Code.

1 10 14       **Units.** “Units” are used to designate Membership Interests as provided in Article 2 of this Agreement.

## ARTICLE 2. MEMBERSHIP INTERESTS, UNITS AND REGISTRATION

2 1       **Class of Membership Interests.** The Company shall have one class of Membership Interest having the Governance Rights and Financial Rights described in this Agreement.

2.2       **Units.** The Company shall use Units to designate Membership Interests for purpose of allocating income, gain, receipt, loss, deduction, credit, and distribution, voting; and such other purposes as provided in this Agreement.

2.2.1       **General.** Each Unit shall represent Governance Rights consisting of one vote per Unit when a vote is permitted or required by this Agreement and the LLC Act; Financial Rights consisting of the right to the allocations of income, gain, receipt, loss, deduction and credit and the right to distribution, and in each case, the right to assign such Rights, all as provided in this Agreement.

2.2.2       **Assignment.** If any Governance Rights or Financial Rights are separately assigned as permitted in this Agreement, the Company shall reflect on the required

records of the Company the number of Units designating Governance Rights and the number of Units designating Financial Rights.

2.3 **Required Records.** Ownership of Membership Interests and the Units designating Membership Interests shall be as is reflected in the required records of the Company and shall be binding on the Company only to the extent so reflected. No transfer or assignment of Membership Interests as designated by Units shall be effective until reflected in the required records of the Company and then only to the extent so reflected. The Company may request written evidence of any transfer or assignment in a form and content acceptable to the Company before reflecting any such transfer, assignment, or designation in the required records of the Company. Any allocations of income, gain, receipt, loss, deduction, credit, and distribution by the Company and votes made, in each case, in reliance on the Company's required records, shall acquit the Company of all liability to any Person who may have an interest in such allocations, distributions, payment or vote.

### **ARTICLE 3. CAPITAL AND OTHER ACCOUNTS**

#### **3 1 Required Capital Accounts.**

3 1 1 **Establishment and Operation of Accounts.** The Company shall maintain a separate Capital Account for each Person owning a Membership Interest having Financial Rights in accordance with Section 704(b) of the Code and applicable Treasury Regulations. Each such Capital Account shall be (i) increased by the initial contribution made to the Company with respect to such Person, (ii) increased by additional contributions, if any, made to the Company with respect to such Person, (iii) decreased by distributions made from the Company with respect to such Person, and (iv) otherwise adjusted as provided in this Agreement.

3 1 2 **Maintenance of Accounts.** The Capital Accounts shall be maintained in accordance with Section 704(b) of the Code and applicable Treasury Regulations. The Company may, notwithstanding any other provisions in this Agreement, alter the method by which Capital Accounts are maintained in order to comply with Section 704(b) of the Code and applicable Treasury Regulations.

3 1 3 **Events Triggering Revaluation.** The Company shall restate the value of the Capital Accounts (and by so doing the value of the old capital) upon (i) any contribution made to the Company; (ii) any distribution from the Company that was not made in proportion to all Units; and (iii) the determination by the Company that a revaluation is appropriate to maintain Capital Accounts in accordance with Section 704(b) of the Code and applicable Treasury Regulations. The Company may use any method it determines appropriate to revalue the Capital Accounts. If a contribution is made to the Company, absent any valuation method specifically adopted by the Company, the Capital Accounts shall be deemed to have been revalued such that, immediately after the receipt of such contribution, the value of each Capital Account for each Person owning a

Membership Interest having Financial Rights will bear the same proportion to the value of all Capital Accounts for all Persons owning Membership Interests having Financial Rights as the number of such Person's Units bears to all of the Units then issued and outstanding. It is intended that the method of revaluation of Capital Accounts provided in this Section of the Agreement overrides Section 322B 41 of the LLC Act including the revaluation of the old contributions.

3.2 **Additional Accounts.** The Company may maintain additional accounts for each Person owning a Membership Interest having Financial Rights to reflect the equity shown on the Company's financial statements, to record such Person's basis for income tax purposes, or for any other purpose.

3.3 **Effect of Balances.** A positive balance in a Capital Account or any other account for a Person shall not bear interest; affect the allocation of income, gain, receipt, loss, deduction or credit to a Person, or entitle a Person to any distributions or other economic benefits. A negative balance in a Capital Account or any other account for a Person shall not constitute an obligation of such Person to the Company except as specifically provided in this Agreement or as such Person may otherwise specifically agree in writing.

#### ARTICLE 4. ALLOCATIONS

4.1 **General Allocations.** All items of income, gain, receipt, loss, deduction, and credit of the Company for each fiscal year shall be allocated among all of the Persons owning Membership Interests having Financial Rights, and to such Persons' Capital Accounts, in the proportion that the total number of each Person's Units bears to all of the Units then issued and outstanding.

4.2 **Allocations for Income Taxes.** The following provisions apply with respect to allocations solely for income tax purposes. Allocations pursuant to this Section 4.2 shall not affect, or in any way be taken into account in computing, any Person's Capital Account, right to vote, or allocable shares of income, gain, receipt, loss, deduction, credit or distribution as provided in any other Section of this Agreement.

4.2.1 **Section 704(c).** Income, gain, receipt, loss, deduction, and credit with respect to any property contributed to the Company shall, solely for income tax purposes, be allocated so as to take account of any variation between the adjusted basis of such property to the Company for income tax purposes and the value ascribed to such property in the Company's books and records in accordance with Section 704(c) of the Code and applicable Treasury Regulations. In addition, if the Capital Accounts or any asset of the Company is revalued pursuant to the provisions of this Agreement or Section 704(b) of the Code and applicable Treasury Regulations, subsequent allocations of income, gain, receipt, loss, deduction, and credit for income tax purposes with respect to such asset shall take account of any variation between the adjusted basis of such asset for federal

income tax purposes and its adjusted value in the same manner as under Section 704(c) and applicable Treasury Regulations.

4.2.2 **Section 754.** If an election under Section 754 of the Code is in effect, allocations of items of income, gain, receipt, loss, deduction, and credit shall be made in a manner consistent with such allocation of items in accordance with Section 734 and/or Section 743 of the Code, as the case may be.

## **ARTICLE 5. DISTRIBUTIONS**

### **5 1 Distributions.**

5.1.1 **Interim Distributions.** Subject to Section 322B 54 of the LLC Act, distributions of all of the Company's cash in excess of the amount the Managers determine is necessary to pay the Company's debts and expenses in the ordinary course of business shall be made in annual or more frequent installments to the Persons owning Units in the proportion that the total number of each Units bears to all of the Units then issued and outstanding. It is intended that the method of allocating distributions provided in this Section overrides Section 322B 50 of the LLC Act.

5 1.2 **Terminating Distributions.** Upon termination or dissolution of the Company, assets of the Company, including proceeds from liquidation of the Company's assets, shall be applied in the following order of priority:

5 1.2.1 To creditors of the Company, including Persons owning Membership Interests who are creditors, to the extent otherwise permitted by law, in satisfaction of liabilities of the Company other than liabilities for interim distributions or terminating distributions to Persons owning Membership Interests having Financial Rights.

5 1.2.2 To reasonable reserves, if any, deemed necessary by the Company to provide for the contingent liabilities of the Company

5.1.2.3 To Persons owning Membership Interests having Financial Rights in the proportion that the total number of each Person's Units bears to all of the Units then issued and outstanding. It is intended that the method of allocating distributions provided in this Section overrides Section 322B.873, Subd. 1(3) of the LLC Act.

5.2 **In Kind.** Distributions from the Company may be in cash or in kind, but no Person shall have any right to demand and receive any distribution from the Company in any form other than cash.

**ARTICLE 6.**  
**ISSUANCE OF MEMBERSHIP INTERESTS AND UNITS; CONTRIBUTIONS**

6.1 **Issuance of Membership Interests and Units.** The Company is authorized to accept contributions for, enter into contribution agreements and contribution allowance agreements regarding, issue rights to subscribe for, exchange securities for, convert securities into, and to issue, sell and deliver Membership Interests having Governance Rights and Financial Rights or Financial Rights only, at such times, and upon such terms and conditions as the Members shall determine. The Members shall establish a price in money or other consideration, or a minimum price, or a general formula or method by which the price of such Membership Interests shall be determined. The Members shall also fix the number of Units to designate such Membership Interests. There is no limitation on the number of Units used to designate such Membership Interests that may be so issued by the Company

6.2 **Valuation of Contributions.** The Members shall value all non-monetary contributions made to the Company in exchange for Membership Interests. Whenever the Company accepts contributions, the Company shall also revalue the Capital Accounts as provided in Article 3 of this Agreement.

6.3 **Preemptive Rights.** No Membership Interests of the Company shall entitle any Person to any preemptive rights under the LLC Act to subscribe for or purchase additional Membership Interests of such class or series or any other class or series of the Company now or hereafter authorized or issued.

**ARTICLE 7.**  
**ADMISSION OF MEMBERS; TRANSFERS**

7.1 **Admission Following New Issuance.** If the Company issues Membership Interests having Governance and Financial Rights to a Person who is not then a Member, such Person shall be admitted as a Member as of the effective date that (i) such Person pays or is required to pay to the Company the amount the Members determine to be contributed to the Company in exchange for the Membership Interest to be issued to such Person, and (ii) such Person executes and delivers to the Company such Person's agreement to be bound by this Agreement in such form and content as is acceptable to the Members. Upon completion of any of such actions, the Company shall reflect the name and address of the Member; the nature and type of contribution, the type of Membership Interest, including the Governance Rights and Financial Rights; and the number of Units designating such Membership Interest in the required records of the Company as of such effective date.

7.2 **Admission Following Transfer or Assignment.** The following provisions apply to admit as a Member a Person who is a transferee or assignee of a Membership Interest.

7.2.1 **Governance Rights.** Governance Rights may not be transferred without the consent of all Persons holding Governance Rights. Any transferee or assignee of a Membership Interest having Governance Rights and Financial Rights immediately

following such transfer or assignment as provided in this Agreement, who is not already a Member, shall be admitted as a Member with respect to such Membership Interest as of the effective date that such Person executes and delivers to the Company such Person's agreement to be bound by this Agreement in such form and content as is acceptable to the Company. Any transferee or assignee of any Membership Interest having Governance Rights and Financial Rights who is already a Member shall hold such transferred Membership Interest as a Member and shall be bound by this Agreement and such Membership Interests shall be automatically subject to this Agreement.

7.2.2 **Financial Rights.** Financial Rights shall be freely transferable. Any transferee or assignee of a Membership Interest having only Financial Rights immediately following such transfer or assignment as provided in this Agreement, whether or not such Person is a Member, shall entitle such Person to receive, to the extent assigned, only the share of the profits and losses and the distributions to which the assignor would otherwise be entitled but shall not entitle or empower such Person to become a Member, to exercise any Governance Rights, to receive any notices from the Company, to cause the purchase of such Person's Interest by the Company, or to cause the dissolution of the Company.

7.2.3 **Reflection in Required Records.** Upon completion of any such actions, the Company shall reflect in the required records of the Company the name and address of the transferee or assignee; the nature and extent of the transfer or assignment; the type of Membership Interest so transferred or assigned, whether the Governance Rights or Financial Rights or both were transferred or assigned; and the number of Units used to designate such Membership Interest.

## ARTICLE 8. MEMBERS

8.1 **Voting of Members.** Each Member shall have one vote for each Unit that is reflected in the name of such Member in the required records of the Company. It is intended that the method of voting by Members provided in this Section and throughout this Agreement is intended to override Section 322B 356, Subd. 2, to the extent that voting power is determined in proportion to the value of the contributions of the Members. At each meeting of the Members, every Member shall be entitled to vote in person or by proxy duly appointed by an instrument in writing subscribed by such Member. Upon the demand of any Member, the vote upon any question before the meeting shall be by ballot. All elections shall be determined and all questions decided by the affirmative vote of the Members owning at least a majority of the Units at any meeting at which there is a quorum, except in such cases as shall otherwise be required by the LLC Act or this Agreement.

8.2 **Meetings of Members.** Meetings of the Members may be called in accordance with the LLC Act; provided, however, that rights of "members" under the LLC Act shall be exercisable only by Members (Persons having Governance Rights).

8 3 **Written Action by Members.** Any action required or permitted to be taken at a meeting of the Members may be taken by written action signed by the number of Members that would be required to take the same action at a meeting of the Members at which all Members were present.

8 4 **Assignees of Financial Rights.** Persons holding Financial Rights who do not have Governance Rights shall not be admitted as Members and shall take no part in nor interfere in any manner with the management, conduct, control, termination or liquidation of the Company or the sale, leasing, financing, or refinancing of its assets, and shall not be entitled to receive any notices from the Company

## **ARTICLE 9. MANAGERS**

9 1 **General Authority.** The business and affairs of the Company shall be managed by one or more natural persons elected to the office of Manager, subject to the direction of the Members. The Company shall have no board of governors.

9 2 **Duties.** The Manager(s) shall perform the functions of chief manager and treasurer, as required by the LLC Act. Specifically, the Manager(s) (i) shall have general active management of the business of the Company; (ii) shall, when present, preside at all meetings of the Members; (iii) shall see that all orders and resolutions of the Members are carried into effect, (iv) shall sign and deliver in the name of the Company any deeds, mortgages, bonds, contracts, or other instruments pertaining to the business of the Company, except in cases in which the authority to sign and deliver is required by law to be exercised by another person or is expressly delegated by this Agreement to some other Manager or agent of the Company; (v) shall maintain records of and, when necessary, certify all proceedings of the Members; (vi) shall keep accurate financial records for the Company; (vii) shall deposit all monies, drafts and checks in the name of and to the credit of the Company in such banks and depositories as the Members shall designate from time to time; (viii) shall endorse for deposit all notes, checks and drafts received by the Company, making proper vouchers therefor; (ix) shall disburse Company funds and drafts in the name of the Company; (x) shall render to the Members, whenever requested, an account of all transactions by the Managers and of the financial condition of the Company; and (xi) shall perform such other duties as may be prescribed by the Members from time to time.

9 4 **Election.** The Members shall elect or appoint the Managers.

9 5 **Decisions of Managers.** If there is more than one Manager, decisions of the Managers shall be made by majority vote, and a dissenting Manager shall not be held liable for any action or inaction of the majority. Unless prohibited by a resolution approved by the affirmative vote of a majority of the Members present, a Manager elected or appointed by the

**Deed**



\$1,700,000.00

Prepared by and return to:  
JOHN M. SPOTTSWOOD, JR.  
Attorney at Law  
Spottswood, Spottswood & Spottswood  
500 Fleming Street  
Key West, FL 33040  
305-294-9556  
File Number: 12-258-jj

Doc# 1893554 07/31/2012 12:29PM  
Filed & Recorded in Official Records of  
MONROE COUNTY DANNY L. KOLHAGE

07/31/2012 12:29PM  
DEED DOC STAMP CL: DS \$11,900.00

Doc# 1893554  
Bk# 2582 Pgt 257

[Space Above This Line For Recording Data]

## Warranty Deed

(STATUTORY FORM - SECTION 689.02, F.S.)

This Indenture made this 31st day of July, 2012 between Gregory L. Newhouse, a single man whose post office address is 616 Eaton Street, Key West, FL 33040 of the County of Monroe, State of Florida, grantor\*, and Far Niente, LLC, a Minnesota limited liability company whose post office address is 30 E 7th Street #2000, Saint Paul, MN 55101 of the County of Ramsey, State of Minnesota, grantee\*,

Witnesseth, that said grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said grantee, and grantee's heirs and assigns forever, the following described land, situate, lying and being in Monroe County, Florida, to-wit:

See attached Exhibit "A"


Subject to conditions, limitations, restrictions and easements of record and taxes for the year 2012 and subsequent years.

and said grantor does hereby fully warrant the title to said land, and will defend the same against lawful claims of all persons whomsoever.

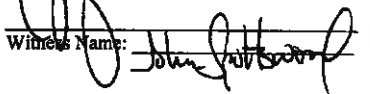
\* "Grantor" and "Grantee" are used for singular or plural, as context requires.

In Witness Whereof, grantor has hereunto set grantor's hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:

  
Witness Name: Jenny M. Sterling

  
Gregory L. Newhouse

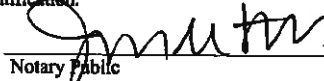
  
Witness Name: John M. Spottswood, Jr.

State of Florida  
County of Monroe

The foregoing instrument was acknowledged before me this 31st day of July, 2012 by Gregory L. Newhouse, who  is personally known or  has produced a driver's license as identification.

[Notary Seal]



  
Notary Public

Printed Name: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

**EXHIBIT "A"**

**PARCEL 1**

A portion of land located on the Island of Key West, Monroe County, Florida, and being a portion of Lots 1, 2, 3 & 4, Square 36, of William A. Whitehead's Map of the City of Key West, delineated in February 1829 and being more particularly described as follows: Commence at the Northeasterly right-of-way line of Simonton Street and the Southeasterly right-of-way line of Eaton Street; thence N 49°53'10" E., along the said Southeasterly right-of-way line of Eaton Street for 186.80 feet to the Point of Beginning; thence N 49°53'10" E., and along the said Southeasterly right-of-way line of Eaton Street a distance of 50.40 feet; thence S 40°06'50" E., and leaving the said Southeasterly right-of-way line of Eaton Street a distance of 175.85 feet; thence N 49°53'10" E, a distance of 8.79 feet; thence S 40°03'35" E., a distance of 43.06 feet; thence S 49°56'25" W., a distance of 44.87 feet; thence S 40°03'30" E., a distance of 39.12 feet; thence S 49°56'30" W., a distance of 47.54 feet; thence S 48°25'05" W., a distance of 11.50 feet; thence N 40°06'50" W., a distance of 38.56 feet; thence S 49°53'10" W., a distance of 41.50 feet; thence N 40°06'50" W., a distance of 43.67 feet; thence N 49°53'10" E., a distance of 39.50 feet; thence N 40°06'50" W., a distance of 87.50 feet; thence N 49°52'55" E., a distance of 46.03 feet; thence N 39°36'50" W., a distance of 88.50 feet to the said Southeasterly right-of-way line of Eaton Street and the Point of Beginning.

**AND ALSO**

**PARCEL 2**

An undivided one-half interest in the following described property: A portion of land located on the Island of Key West, Monroe County, Florida, and being a portions of Lots 1, 2, 3, & 4, Square 36, of William A. Whitehead's Map of the City of Key West, delineated in February 1829 and being more particularly described as follows: Commence at the Northeasterly Right-of-Way line of Simonton Street and the Southeasterly Right-of-Way Line of Eaton Street; thence N 49° 53' 10" E., along the said Southeasterly Right-of-Way Line of Eaton Street for 237.20 feet to the Point of Beginning; thence N 49° 53' 10" E., and continuing along the said Southeasterly Right-of-Way Line of Eaton Street a distance of 10.00 feet; thence S 40° 06' 50" E., and leaving the said Southeasterly Right-of-Way Line of Eaton Street a distance of 175.85 feet; thence S 49° 53' 10" W., a distance of 10.00 feet; thence N 40° 06' 50" W., a distance of 175.85 feet to the said Southeasterly Right-of-Way Line of Eaton Street and the Point of Beginning.

**Doc# 1893554  
Bk# 2582 Pg# 258**

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ALTA Commitment (8/17/06) (with FL Modifications)

**AMERICAN  
LAND TITLE  
ASSOCIATION**



**MONROE COUNTY  
OFFICIAL RECORDS**

Doc# 1833708 04/28/2011 4:17PM  
Filed & Recorded in Official Records of  
MONROE COUNTY DANNY L. KOLHAGE

Prepared by and return to:  
Susan Mary Cardenas  
Attorney at Law  
Stones & Cardenas  
221 Simonton Street  
Key West, FL 33040  
305-294-0252  
File Number: 11-082-Thoulouz

04/28/2011 4:17PM  
DEED DOC STAMP CL: DIONNE \$14,700.00

Doc# 1833708  
Bk# 2515 Pg# 412

[Space Above This Line For Recording Data]

## Warranty Deed

**This Warranty Deed** made this 26th day of April, 2011 between Michel Thoulouze, a married man whose post office address is 25 Via Delle Notte, Sanerasmo, Venice 30141, grantor, and Far Niente, LLC a Minnesota limited liability company whose post office address is 1920 N. Clark Street, Chicago, IL 60614, grantee:

(Whenever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, trusts and trustees)

**Witnesseth**, that said grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said grantee, and grantee's heirs and assigns forever, the following described land, situate, lying and being in Monroe County, Florida to-wit:

On the Island of Key West, known on William A. Whitehead's Map of the said island delineated in February A.D. 1829, as part of Lot One (1) in Square Thirty-six (36) more particularly described as follows:

Commencing at a point on Elizabeth Street distant 126 feet from the corner of Elizabeth and Fleming Streets and running thence along Elizabeth Street in a Northwesterly direction Fifty (50) feet; thence at right angles in a Southwesterly direction One Hundred Fifty Six (156) feet; thence at right angles in a Southeasterly direction 47.3 feet; thence Northeasterly along a line deflected 87° 14' 23" left for a distance of 56.07 feet; thence Northeasterly along a line deflected 2° 45' 37" left for a distance of 100 feet back to the Point of Beginning.

### LESS AND EXCEPT

On the Island of Key West, known on William A. Whitehead's Map of the said island delineated in February A.D. 1829, as part of Lot One (1) in Square Thirty-six (36) more particularly described as follows:

COMMENCE at the intersection of the Northwesterly Right-of-Way Line of Fleming Street and the Southwesterly Right-of-Way line of Elizabeth Street; thence in a Northwesterly direction along the said Southwesterly Right-of-Way Line of Elizabeth Street for 126.00 feet; thence at a right angle and in a Southwesterly direction for 100 feet; thence at a deflection angle of 2° 49' 20" to the right and continuing in a Southwesterly direction for 3.87 feet to the Point of Beginning; thence continue along the same line in a Southwesterly direction for 52.19 feet; thence at an angle of 92° 49' 20" to the left and in a Northwesterly direction for 4.24 feet; thence at a right angle and in a Northeasterly direction for 52.13 feet; thence at a right angle and in a Southeasterly direction for 6.81 feet to the Point of Beginning.

### AND

On the Island of Key West, known on William A. Whitehead's Map of the said Island delineated in February A.D. 1829, as part of Lot One (1) in Square Thirty-Six (36) more particularly described as follows: COMMENCE at the intersection of the Northwesterly Right-of-Way Line of Fleming Street and the Southwesterly Right-of-Way line of Elizabeth Street; thence in a Northwesterly

direction along the said Southwesterly Right-of-Way Line of Elizabeth Street for 126.00 feet; thence at a right angle and in a Southwesterly direction for 100.00 feet; thence at a deflection angle of 2° 49' 20" to the right and continuing in a Southwesterly direction for 3.87 feet; thence at an angle of 87° 10' 40" to left and in a Northwesterly direction for 4.14 feet to the Point of Beginning; thence continue in a Northwesterly direction for 2.67 feet; thence at a right angle and in a Southwesterly direction for 8.00 feet; thence at an angle of 18° 27' 24" to the right and in a Northeasterly direction for 8.45 feet to the Point of Beginning. Containing 21.36 square feet, more or less.

AND ALSO

On the Island of Key West, known on William A. Whitehead's Map of the said island delineated in February A.D. 1829, as part of Lot One (1) in Square Thirty-six (36) more particularly described as follows:

COMMENCE at the intersection of the Northwesterly Right-of-Way Line of Fleming Street and the Southwesterly Right-of-Way Line of Elizabeth Street; thence in a Northwesterly direction along the said Southwesterly Right-of-Way Line of Elizabeth Street for 176.06 feet; thence at a right angle and in a Southwesterly direction for 100.00 feet to the Point of Beginning; thence continue along the same line in a Southwesterly direction for 54.85 feet; thence at a angle of 90° 03' 20" to the left and in a Northwesterly direction for 35.00 feet; thence at a angle to the left of 89° 56' 45" and in a Northeasterly direction for 54.82 feet; thence at a right angle and in a Southeasterly direction for 35.00 feet to the Point of Beginning.

Together with Easement recorded January 1, 2011 in Official Records Book 2500, at Page 1800, of the Public Records of Monroe County, Florida being more particularly described as follows:

On the Island of Key West, known on William A. Whitehead's Map of said Island delineated in February A.D. 1829, as part of Lot One (1) in Square Thirty-six (36) more particularly described as follows: COMMENCE at the intersection of the Northwesterly Right-of-Way Line of Fleming Street and the Southwesterly Right-of-Way line of Elizabeth Street; thence in a Northwesterly direction along the said Southwesterly Right-of-Way line of Elizabeth Street for 126.00 feet; thence at a right angle and in a Southwesterly direction for 100.00 feet; thence at a deflection angle of 2°49'20" to the right and continuing in a Southwesterly direction for 3.87 feet; thence at an angle of 87°10'40" to the left and in a Northwesterly direction for 4.14 feet to the Point of Beginning; thence continue in a Northwesterly direction for 2.67 feet; thence at a right angle and in a Southwesterly direction for 16.00 feet; thence at a right angle and in a Southeasterly direction for 2.67 feet; thence at a right angle and in a Northeasterly direction for 16.00 feet to the Point of Beginning. Containing 42.72 square feet, more or less. LESS: On the Island of Key West known on William A. Whitehead's Map of the said Island delineated in February A.D. 1829, as part of Lot One (1) in Square Thirty-six (36) more particularly described as follows: COMMENCE at the intersection of the Northwesterly Right-of-Way Line of Fleming Street and the Southwesterly Right-of-Way line of Elizabeth Street; thence in a Northwesterly direction along the said Southwesterly Right-of-Way Line of Elizabeth Street for 126.00 feet; thence at a right angle and in a Southwesterly direction for 100.00 feet; thence at a deflection angle of 2°49'20" to the right and continuing in a Southwesterly direction for 3.87 feet; thence at an angle of 87°10'40" to the left and in a Northwesterly direction for 4.14 feet to the Point of Beginning; thence continue in a Northwesterly direction for 2.67 feet; thence at a right angle and in a Southwesterly direction for 8.00 feet; thence at an angle of 18°27'24" to the right and in a Northeasterly direction for 8.45 feet to the Point of Beginning. Containing 21.36 square feet, more or less.

Parcel Identification Number: 00006240-000000

Subject to taxes for 2011 and subsequent years; covenants, conditions, restrictions, easements, reservations and limitations of record, if any.

THE PROPERTY CONVEYED HEREIN IS NEITHER THE DOMICILE NOR THE HOMESTEAD OF THE GRANTOR HEREIN, NOR GRANTOR'S SPOUSE, NOR ANY OF

THE PROPERTY CONVEYED HEREIN IS NEITHER THE DOMICILE NOR THE HOMESTEAD OF THE GRANTOR HEREIN, NOR GRANTOR'S SPOUSE, NOR ANY OF GRANTOR'S IMMEDIATE HOUSEHOLD, AS DEFINED BY THE LAWS OF THE STATE OF FLORIDA. GRANTOR RESIDES AT THE ADDRESS SHOWN ABOVE.

Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

To Have and to Hold, the same in fee simple forever.

And the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to December 31, 2011.

In Witness Whereof, grantor has hereunto set grantor's hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:

[Signature]  
Witness Name: EVERETT WATSON'S  
[Signature]  
Witness Name: Adele V. Stover

[Signature] (Seal)  
Michel Thoulouze

State of Florida  
County of Monroe

The foregoing instrument was acknowledged before me this 20<sup>th</sup> day of April, 2011 by Michel Thoulouze, who  is personally known or  has produced a driver's license as identification.

[Notary Seal]



[Signature]  
Notary Public  
Printed Name: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

MONROE COUNTY  
OFFICIAL RECORDS

# Site Plans

# DAY RESIDENCE

416 ELIZABETH STREET  
KEY WEST FLORIDA  
PHASE FOUR - POOL HOUSE

REVISIONS:

DAY RESIDENCE - POOL HOUSE  
416 ELIZABETH STREET  
KEY WEST, FL

<p style="text-align: center;">SITE MAP - KEY WEST</p> <p style="text-align: center;">SITE LOCATION 416 ELIZABETH ST. KEY WEST</p> <p style="text-align: right;">Not to Scale</p>	<p><b>NOTE TO BIDDER:</b></p> <p>WHEN BIDDING THIS WORK, CONTRACTOR SHALL ASSUME THAT THIS WORK WILL BE OF THE SAME HIGH QUALITY AS THE WORK ON THE MAIN HOUSE. CONTRACTOR SHALL BID THE WORK ACCORDINGLY. CHANGE ORDER REQUESTS WILL BE CONSIDERED, BUT IT IS HIGHLY UNLIKELY THAT THEY WILL BE APPROVED. CHANGE ORDERS FOR 'UNANTICIPATED HIGHER QUALITY' REASONS WILL NOT EVEN BE REMOTELY AMUSING.</p>	<p style="text-align: center;">PROJECT DIRECTORY</p> <p>PROJECT: 416 ELIZABETH STREET ARCHITECT'S PROJECT No. 1013</p> <p>OWNER: FAR NIENTE, LLC Address: 416 ELIZABETH ST. KEY WEST, FL 33040 Tel: 312-664-5695 Representative: DANA DAY</p> <p>ARCHITECT: BENDER &amp; ASSOCIATES ARCHITECTS, P.A. Address: 410 Angela Street, Key West, FL 33040 Tel: (305) 296-1347 Fax: (305) 296-2727 E-mail: b.bender@benderarch.com Project Manager: Bert L. Bender (Principal-in-Charge) Project Architect: David Selay</p>
<p style="text-align: center;">GENERAL NOTES</p> <ol style="list-style-type: none"> <li>All work shall comply with the Florida Building Code, latest edition, and all applicable laws, codes and ordinances of the City, County, and the State of Florida. In the City of Key West, applicable Codes forming the basis of this design and compliance requirements for the Contractor include:              FLORIDA BUILDING CODE - Building 2010 EDITION              FLORIDA BUILDING CODE - Existing 2010 EDITION              FLORIDA BUILDING CODE - Residential 2010 EDITION              FLORIDA BUILDING CODE - Plumbing 2010              FLORIDA BUILDING CODE - Fuel Gas 2010 EDITION              FLORIDA BUILDING CODE - Mechanical 2010 EDITION              NATIONAL ELECTRICAL CODE 2008 EDITION              NFPA 101 LIFE SAFETY CODE w/ Florida Modifications              2006 EDITION FLORIDA FIRE PREVENTION CODE 2007 EDITION              NFPA 1 2006 EDITION              This project is designed in accordance with A.S.C.E. 7-10 to resist wind loads of 150 mph (gust).</li> <li>Prior to submitting a bid, verify all existing conditions and dimensions on the jobsite, and also after award, but prior to the start of construction.</li> <li>Contours and/or existing grades shown are approximate. Verify with field conditions. Final grading shall provide gradual slopes and grades. Slope all grades away from the building. Planting areas shall be graded with soil suitable for planting. Rock and debris will not be allowed.</li> <li>Where discrepancies between drawings, specifications, and code requirements occur, adhere to the most stringent requirement.</li> <li>Dimensions shall take precedence over scale.</li> <li>All new utilities shall be underground.</li> <li>Drawings and specifications are complementary. Refer to all sheets of drawings and applicable sections of the specifications for interfaces of work with related trades.</li> <li>After completion of construction remove all debris and construction equipment. Restore site to original condition.</li> <li>Notify owner of any possible artifacts uncovered during site grading and throughout the course of construction.</li> <li>Furnish a receptacle on site to contain construction debris and maintain the site in an orderly manner to ensure public safety and prevent blowing debris.</li> <li>Comply with all requirements for selective demolition as specified, shown on the Demolition Plan, or called for in the selective Demolition Notes.</li> </ol> <p>61G1-16.009 Use of Seal. The personal seal, signature and date of the architect or interior designer shall appear on all architectural or interior design documents to be filed for public record and shall be construed to obligate his partners or his corporation. A corporate seal alone is insufficient. Documents shall be signed personally and sealed by the responsible architect or interior designer. Final official record documents (not tracings, etc.) shall be so signed. The signing and sealing of the specification index sheets shall be considered adequate. All drawing sheets and pages shall be so signed and sealed. An architect or interior designer shall not, or permit to be affixed, his seal or name to any plan, specifications, drawings, or other related document which was not prepared by him or under his responsible supervising control as provided in Rule Chapter 61G1-29, F.A.C. An architect or interior designer shall not use his seal or do any other act as an architect or interior designer unless holding at the time a certificate of registration and all required renewals thereof. Specific Authority 481.2055, 481.221 FS. Law Implemented 481.221, 481.225(1)(e), (g), (j), 481.225(1)(g), (h), (i) FS. History-New 12-23-79, Formerly 21B-16.03, Amended 7-27-89, Formerly 21B-16.003, Amended 11-21-94, 4-18-00.</p>		

<p style="text-align: center;">ABBREVIATIONS</p> <table border="0" style="width:100%;"> <tr><td>AB</td><td>ANCHOR BOLT</td><td>MIN</td><td>MINIMUM</td></tr> <tr><td>ABC</td><td>AGGREGATE BASE COURSE</td><td>NTS</td><td>NOT TO SCALE</td></tr> <tr><td>AVC</td><td>AIR CONDITIONING</td><td>OA</td><td>OVERALL</td></tr> <tr><td>BLKG</td><td>BLOCKING</td><td>OC</td><td>ON CENTER</td></tr> <tr><td>BR</td><td>BILT UP ROOF</td><td>OD</td><td>OUTSIDE DIAMETER</td></tr> <tr><td>CAB</td><td>CABINET</td><td>PCF</td><td>POUNDS PER CUBIC FOOT</td></tr> <tr><td>CER</td><td>CERAMIC</td><td>PL</td><td>PROPETYRY LINE</td></tr> <tr><td>CL</td><td>CENTER LINE</td><td>PLAM</td><td>PLASTIC LAMINATE</td></tr> <tr><td>CLG</td><td>CEILING</td><td>PLF</td><td>POUNDS PER LINEAL FOOT</td></tr> <tr><td>CMU</td><td>CONCRETE MASONRY UNIT</td><td>PNL</td><td>PANEL</td></tr> <tr><td>COL</td><td>COLUMN</td><td>PT</td><td>CCA PRESSURE TREATED POINT</td></tr> <tr><td>CONC</td><td>CONCRETE</td><td>PT</td><td>POINT</td></tr> <tr><td>DBL</td><td>DOUBLE</td><td>PVC</td><td>POLYVINYLCHLORIDE</td></tr> <tr><td>DIAG</td><td>DIAGONAL</td><td>R</td><td>RADIUS (OR) RISER</td></tr> <tr><td>DS</td><td>DOWNSPOUT</td><td>R/A</td><td>RETURN AIR</td></tr> <tr><td>DTL</td><td>DETAIL</td><td>REBAR</td><td>STEEL REINF. BAR</td></tr> <tr><td>DWR</td><td>DRAWER</td><td>REFR.</td><td>REFRIGERATOR</td></tr> <tr><td>EJ</td><td>EXPANSION JOINT</td><td>SF</td><td>SQUARE FOOT (FEET)</td></tr> <tr><td>EL</td><td>ELEVATION</td><td>SS</td><td>STAINLESS STEEL</td></tr> <tr><td>ELEC</td><td>ELECTRIC</td><td>SPEC</td><td>SPECIFICATION</td></tr> <tr><td>EQ</td><td>EQUAL</td><td>T</td><td>TYPICAL</td></tr> <tr><td>EXH</td><td>EXHAUST</td><td>UNO</td><td>UNLESS NOTED OTHERWISE</td></tr> <tr><td>FV</td><td>FIELD VERIFY</td><td>VCT</td><td>VINYL COMPOSITION TILE</td></tr> <tr><td>GALV</td><td>GALVANIZED</td><td>VERT</td><td>VERTICAL</td></tr> <tr><td>GI</td><td>GALVANIZED IRON</td><td>WD</td><td>WOOD</td></tr> <tr><td>HORZ</td><td>HORIZONTAL</td><td>WHF</td><td>WELDED WIRE FABRIC</td></tr> <tr><td>HDW</td><td>HARDWARE</td><td>WH</td><td>WATER HEATER</td></tr> <tr><td>HVAC</td><td>HEATING VENTILATING &amp; AIR CONDITIONING</td><td>W/O</td><td>WITHOUT</td></tr> <tr><td>FOC</td><td>FACE OF CONCRETE</td><td></td><td></td></tr> <tr><td>FS</td><td>FACE OF STUD</td><td></td><td></td></tr> <tr><td>FIN</td><td>FINISH</td><td></td><td></td></tr> <tr><td>FE</td><td>FIRE EXTINGUISHER</td><td></td><td></td></tr> <tr><td>FND</td><td>FOUNDATION</td><td></td><td></td></tr> <tr><td>FTG</td><td>FOOTING</td><td></td><td></td></tr> <tr><td>ID</td><td>INSIDE DIAMETER</td><td></td><td></td></tr> <tr><td>MAX</td><td>MAXIMUM</td><td></td><td></td></tr> </table>	AB	ANCHOR BOLT	MIN	MINIMUM	ABC	AGGREGATE BASE COURSE	NTS	NOT TO SCALE	AVC	AIR CONDITIONING	OA	OVERALL	BLKG	BLOCKING	OC	ON CENTER	BR	BILT UP ROOF	OD	OUTSIDE DIAMETER	CAB	CABINET	PCF	POUNDS PER CUBIC FOOT	CER	CERAMIC	PL	PROPETYRY LINE	CL	CENTER LINE	PLAM	PLASTIC LAMINATE	CLG	CEILING	PLF	POUNDS PER LINEAL FOOT	CMU	CONCRETE MASONRY UNIT	PNL	PANEL	COL	COLUMN	PT	CCA PRESSURE TREATED POINT	CONC	CONCRETE	PT	POINT	DBL	DOUBLE	PVC	POLYVINYLCHLORIDE	DIAG	DIAGONAL	R	RADIUS (OR) RISER	DS	DOWNSPOUT	R/A	RETURN AIR	DTL	DETAIL	REBAR	STEEL REINF. BAR	DWR	DRAWER	REFR.	REFRIGERATOR	EJ	EXPANSION JOINT	SF	SQUARE FOOT (FEET)	EL	ELEVATION	SS	STAINLESS STEEL	ELEC	ELECTRIC	SPEC	SPECIFICATION	EQ	EQUAL	T	TYPICAL	EXH	EXHAUST	UNO	UNLESS NOTED OTHERWISE	FV	FIELD VERIFY	VCT	VINYL COMPOSITION TILE	GALV	GALVANIZED	VERT	VERTICAL	GI	GALVANIZED IRON	WD	WOOD	HORZ	HORIZONTAL	WHF	WELDED WIRE FABRIC	HDW	HARDWARE	WH	WATER HEATER	HVAC	HEATING VENTILATING & AIR CONDITIONING	W/O	WITHOUT	FOC	FACE OF CONCRETE			FS	FACE OF STUD			FIN	FINISH			FE	FIRE EXTINGUISHER			FND	FOUNDATION			FTG	FOOTING			ID	INSIDE DIAMETER			MAX	MAXIMUM			<p style="text-align: center;">SYMBOLS LEGEND</p> <p style="text-align: center;">NORTH ARROWS</p> <p style="text-align: center;">BUILDING SECTION</p> <p style="text-align: center;">WALL SECTION</p> <p style="text-align: center;">CUT DETAIL INDICATOR</p> <p style="text-align: center;">BLOWN-UP DETAIL INDICATOR</p>	<p style="text-align: center;">SECTION &amp; DETAIL DRWG. TITLES</p> <p style="text-align: center;">WALL ELEVATION INDICATOR</p> <p style="text-align: center;">ROOM NUMBER INDICATOR</p> <p style="text-align: center;">DOOR OPENING INDICATOR</p> <p style="text-align: center;">WINDOW INDICATOR</p> <p style="text-align: center;">PARTITION/WALL TYPE INDICATOR</p>	<p style="text-align: center;">MATERIAL DESIGNATIONS</p> <p style="text-align: center;">PARTITIONS &amp; WALLS</p>	<p style="text-align: center;">SHEET INDEX</p> <p style="text-align: center;">SHEET INDEX</p> <p style="text-align: center;">DESCRIPTION OF WORK:</p> <p>CONSTRUCTION OF NEW POOL HOUSE IN REAR YARD, WITH ALL ASSOCIATED PLUMBING, MECHANICAL, ELECTRICAL, AND SITEWORK.</p> <p>HARC APPROVAL NUMBER H301000227</p>
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Florida License AAC002022

Bender & Associates ARCHITECTS p.a.

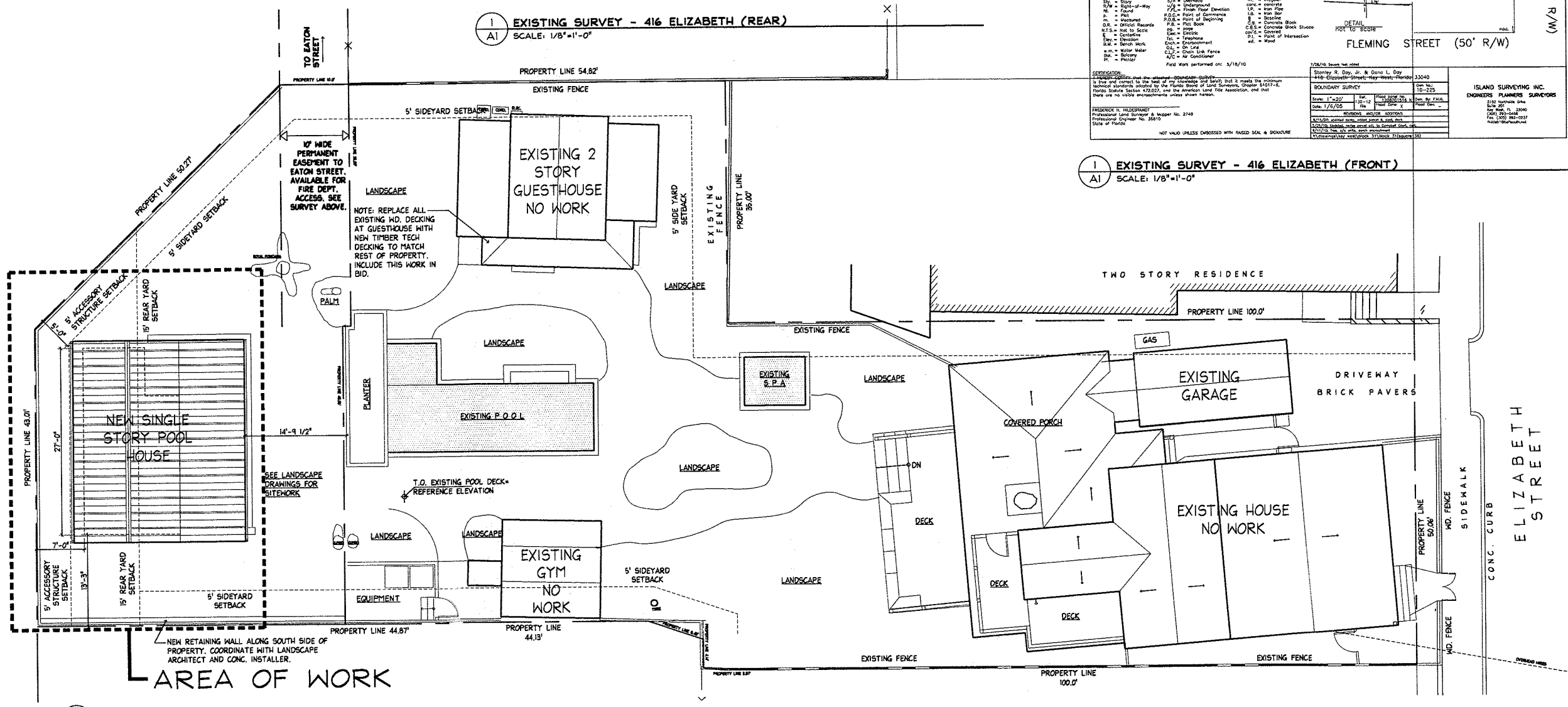
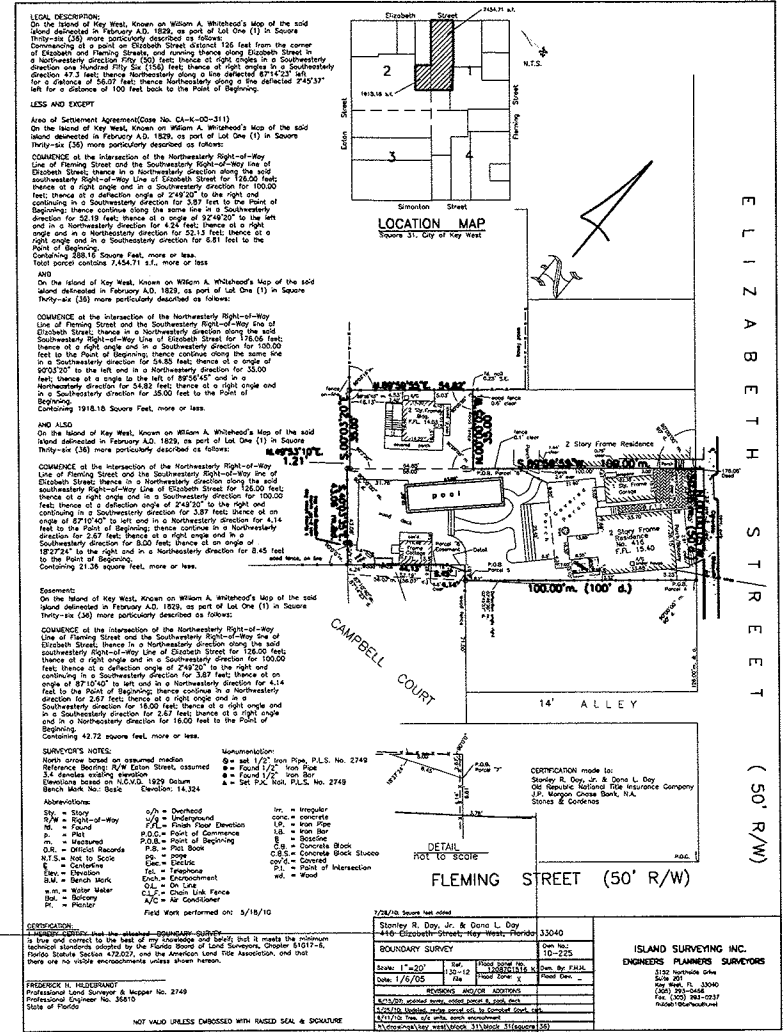
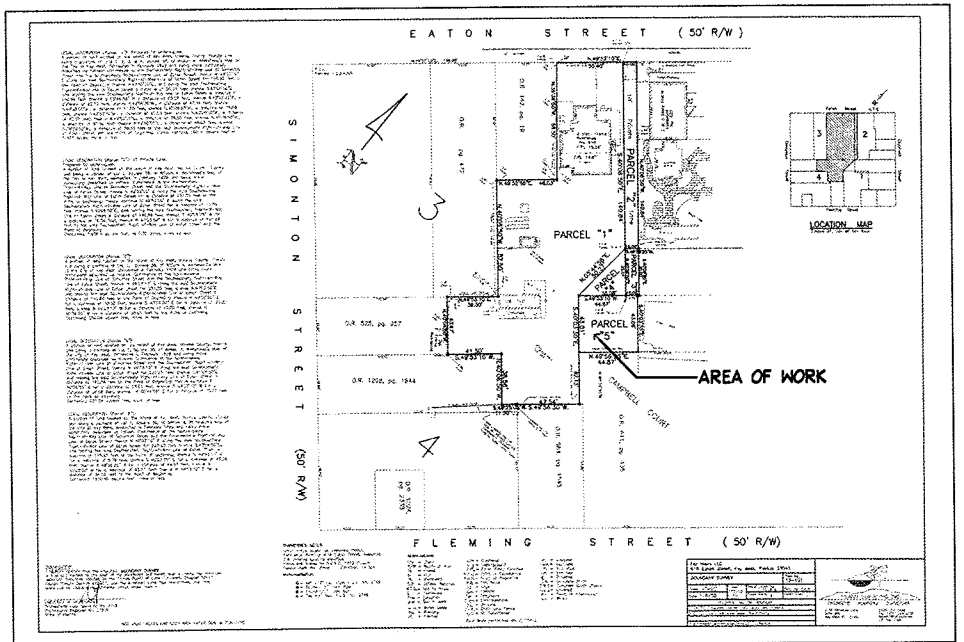
Project No: 1013  
SITE MAP  
PROJECT DIRECTORY  
GENERAL NOTES  
ABBREVIATIONS  
SHEET INDEX  
SYMBOL LEGEND

Date: 4/1/03

A1

1 OF 9

PROJECT STATISTICS - 416 ELIZABETH		
LOT DESCRIPTION: SEE SURVEY.		
LOT SIZE: 12,286 S.F.		
FEMA FLOOD ZONE: X'		
FINISH FLOOR ELEVATION: T.B.D. (2' ABOVE GRADE IN ZONE 'X')		
ZONING DESIGNATION: HMDR (HISTORIC MEDIUM DENSITY RESIDENTIAL)		
LOT AREA: 12,286 S.F.		
BUILDING CONDITIONED AREA: 343 S.F. AT NEW ACCESSORY STRUCTURE		
SETBACKS:		
	REQUIRED/ALLOWED	EXISTING: (NO CHANGE) / PROPOSED:
BUILDING HEIGHT:	30' MAXIMUM	16'-1" PROPOSED BUILDING (NO CHANGE)
FRONT SETBACK:	10' MINIMUM	13'-0" AT PROPOSED BUILDING (NO CHANGE)
SIDE SETBACK:	5' MINIMUM	5' (ACCESSORY STRUCTURE) (NO CHANGE)
REAR SETBACK:	15' MINIMUM	
IMPERVIOUS SURFACE:	MAX. 60% OF LOT AREA	
BUILDING COVERAGE:	MAX. 40% OF LOT AREA	3041 S.F. / 12,286 S.F. = 25.1% / 3771 S.F. / 12,286 S.F. = 30.6%
F.A.R.:	N/A - RESIDENTIAL	N/A - RESIDENTIAL
ACCESSORY STRUCTURE SETBACKS:		
	REQUIRED/ALLOWED	EXISTING: / PROPOSED:
REAR SETBACK:	5' MINIMUM	6' FEET
SIDE SETBACK:	5' MINIMUM	13'-0" AT PROPOSED BUILDING
REAR YARD SIZE:	755 S.F.	
ALLOWABLE ACCESSORY STRUCTURE WITHIN REAR YARD: (30% OF 755 S.F. REAR YARD)	226 S.F. (30%)	
AREA OF PROPOSED ACCESSORY STRUCTURE WITHIN REAR YARD	216 S.F. (28.6%)	



**DAY RESIDENCE - POOL HOUSE**  
**416 ELIZABETH STREET**  
**KEY WEST, FL**

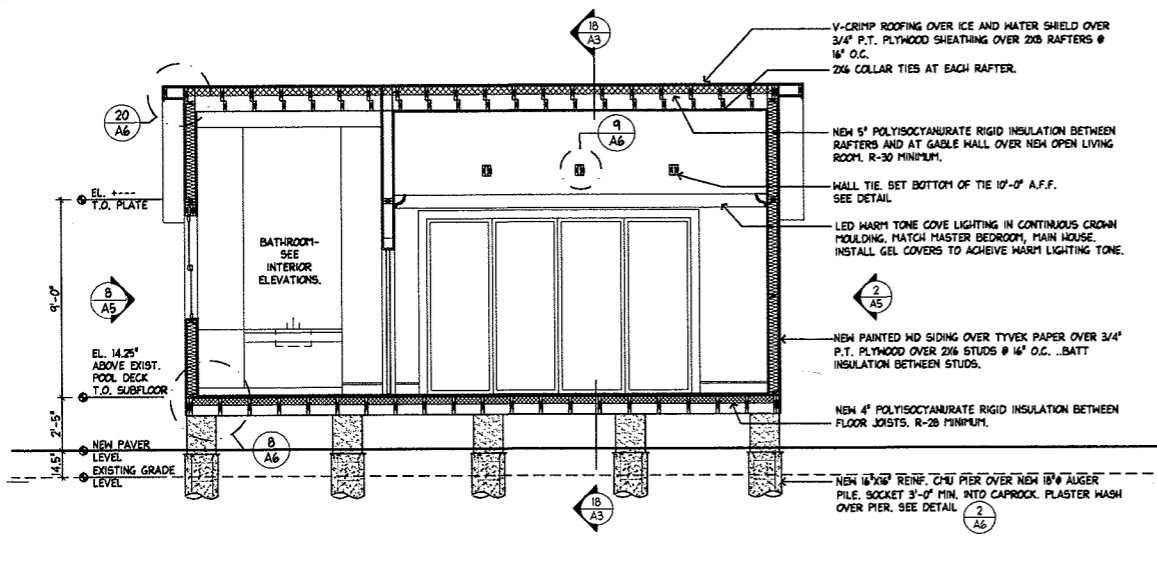
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**Bender & Associates**  
**ARCHITECTS**  
P.C.

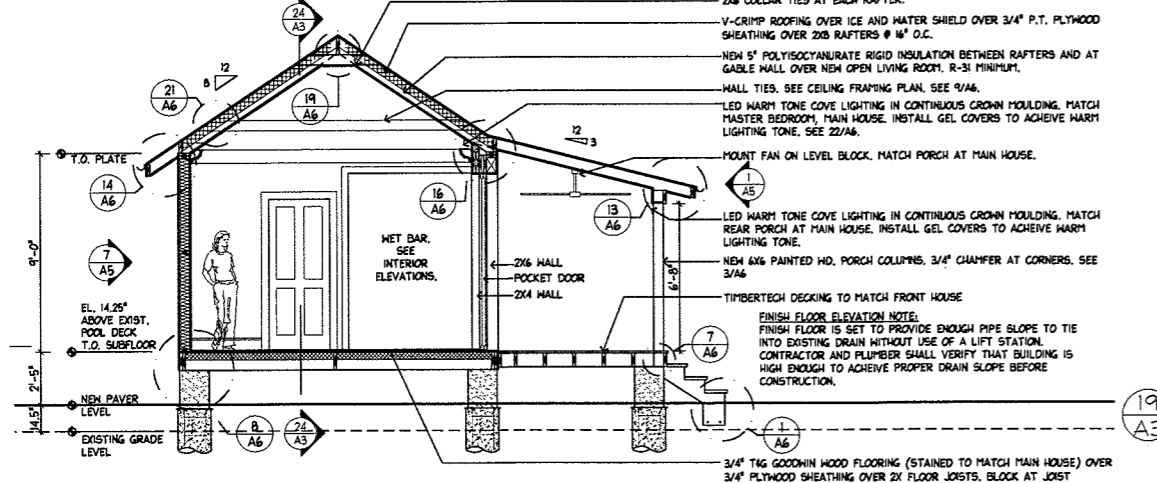
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SITEPLAN  
SURVEY  
PROJECT STATS  
Date: 4/1/13

**A2**  
2 OF 9

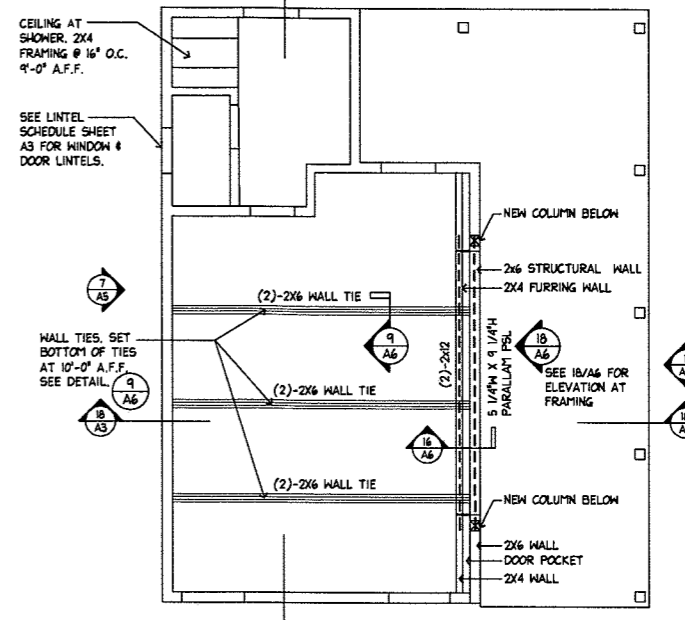




**24 LONGITUDINAL SECTION**  
SCALE: 1/4"=1'-0"

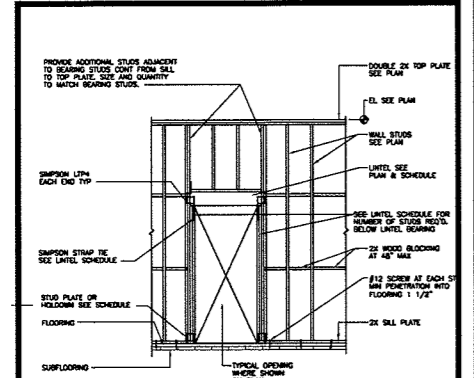


**19 ROOF FRAMING PLAN**  
SCALE: 1/8"=1'-0"



**13 CEILING FRAMING PLAN**  
SCALE: 1/8"=1'-0"

**18 TRANSVERSE SECTION**  
SCALE: 1/4"=1'-0"



**TYPICAL STUD WALL ELEVATION**

**WOOD LINTEL SCHEDULE (2X4 WALL)**

SPAN	LINTEL	BEARING STUDS	FULL HEIGHT STUDS	STUD PLATE
0'-0" x 4'-0"	2-2x8	2-2x4	2-2x4	LPN
4'-0" x 4'-0"	2-2x8	2-2x4	2-2x4	LPN
8'-0" x 4'-0"	2-2x10	2-2x4	2-2x4	LPN
8'-0" x 10'-0"	2-2x12	2-2x4	2-2x4	HDN

**WOOD LINTEL SCHEDULE (2X6 WALL)**

SPAN	LINTEL	BEARING STUDS	FULL HEIGHT STUDS	STUD PLATE
0'-0" x 4'-0"	2-2x8	2-2x6	2-2x6	LPN
4'-0" x 4'-0"	2-2x8	2-2x6	2-2x6	LPN
8'-0" x 4'-0"	2-2x10	2-2x6	2-2x6	LPN
8'-0" x 10'-0"	2-2x12	2-2x6	2-2x6	HDN

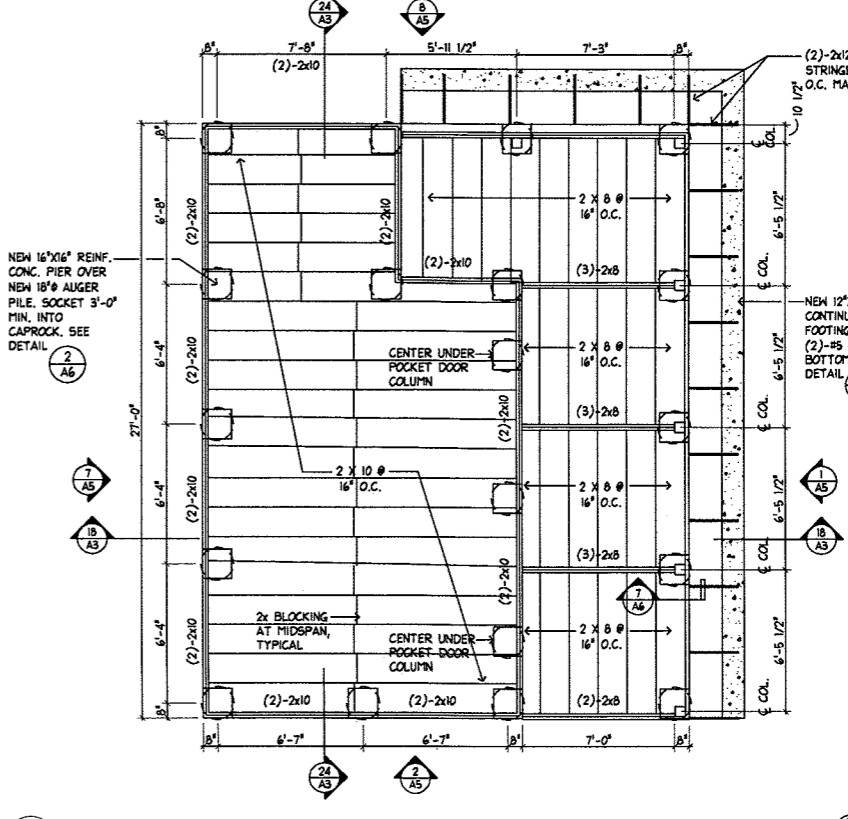
**FOUNDATION & CONCRETE NOTES**

- The Contractor shall have the option of substituting solid concrete piers and/or foundations for concrete filled masonry piers or foundation walls.
- Minimum concrete strength shall be 4000 p.s.i. unless otherwise specified in these documents.
- Comply with "General Structural Notes" included elsewhere in these documents.
- Concrete protection for reinforcement:
  - The reinforcement of footings and other principal structural members in which the concrete is deposited against the ground shall have not less than 3 in. of concrete between it and the ground surface. If concrete surfaces after removal of the forms are to be exposed to the weather or in contact with the ground, the reinforcement shall be protected with not less than 2" of concrete for bars longer than # 5 and 1 1/2" for # 5 bars or smaller.
  - The concrete protective covering for any reinforcement at surfaces not exposed directly to the ground or weather shall be not less than 3/4" for slabs and walls and not less than 1 1/2" for beams and girders. In concrete joist floors in which the clear distance between joists is not more than 30 in., the protection of reinforcement shall be at least 3/4".
  - Column spalls or ties shall be protected everywhere by a covering of concrete cast monolithically with the core, for which the thickness shall be not less than 1 1/2", nor less than 1 1/2 times the maximum size of the coarse aggregate.
  - Concrete protection for reinforcement shall in all cases be at least equal to the diameter of bars, except for concrete slabs and joists in (b.).
  - In extremely corrosive atmospheres or other severe exposures, the amount of protection shall be suitably increased. In the Florida Keys, increase concrete coverage by 30% of specified tolerances and in no case less than 2 inches.

**GENERAL FRAMING NOTES**

- Comply with "General Structural Notes" included elsewhere in these documents.
- Where wood joists/beams etc. frame into other members, and ledgers are not provided, install Simpson "LJ" series joist hangers. When installing into ACO pressure treated lumber, Contractor has the option of providing EITHER stainless steel joist hangers and stainless steel fasteners, OR Simpson DMAX (285) galvanized joist hangers with hot-dip galvanized fasteners. Contractor shall not mix stainless steel with hot dip galvanized.
- Provide hot dip (ZMAX) galvanized hurricane clips at all rafters at bearing locations. Provide 2 x 4 minimum collar ties between rafters at ridges in attic spaces. Tight to ridge. Nail to each rafter with (3) 16d nails.
- Provide solid blocking at midspan of all joists and rafters for spans of 8' and over. Use 3 rows of blocking where spans exceed 16 feet.
- Firestopping shall be provided in all walls and partitions to cut off all concealed draft openings both horizontal and vertical and to form a fire barrier between floors and between the upper floor and the roof space.
- Firestopping shall be installed in wood frame construction in the following locations:
  - in concealed spaces of stud walls and partitions including furred spaces at ceiling and floor levels.
  - At all intersections between concealed vertical and horizontal spaces such as occur at soffits, drop ceilings, cave ceilings, etc.
  - in concealed spaces between stair stringers at the top and bottom of the run.
  - in concealed spaces created by an assembly of floor joists. Firestopping shall be provided for the full depth of the joists at the ends and over the supports.
- Firestopping shall consist of two (2) inch nominal lumber, or two (2) thicknesses of one (1) inch nominal lumber with broken lap joints, or one (1) thickness of three-fourths (3/4) inch plywood, with joints backed by three-fourths (3/4) inch plywood, or other approved materials.
- Install all plywood used sheathing to top joints at floors. Use 3/4" minimum thickness P.T. plywood nailed with 16d galvanized nails, 4" o.c. along plates, 6" o.c. along all beams top and bottom, and 8" o.c. in the field. All shear walls, use 16d nails @ 4" o.c. along panel edges and 8" o.c. at intermediate supports.
- All framing lumber and plywood shall be pressure treated.
- All pressure treated wood used on residential projects must be free of arsenic and chromium after June 2003. Use ACO or other EPA approved treated lumber on residential projects. On commercial projects, CCI treated lumber is acceptable in concealed spaces.
- ACO arsenic free lumber has been found to corrode standard electroplated galvanized nails and screws. Any metal fasteners (framing or finish) used on ACO pressure treated lumber shall be stainless steel, grade 304 or greater, or hot dip galvanized, conforming to ASTM A-303 / ASTM Standard A653 (Class G-90). Stainless steel and hot dip galvanized metals SHALL NOT come in contact with each other.
- All structural lumber, i.e. joists, girders, beams, rafters, etc., shall be southern yellow pine no. 1 dense, with a minimum fb of 3000 psi, before pressure treatment. (Pressure treatment reduces floor stress by 15% to 100 P.S.I.)

**1 FOUNDATION / FLOOR FRAMING PLAN**  
SCALE: 1/8"=1'-0"



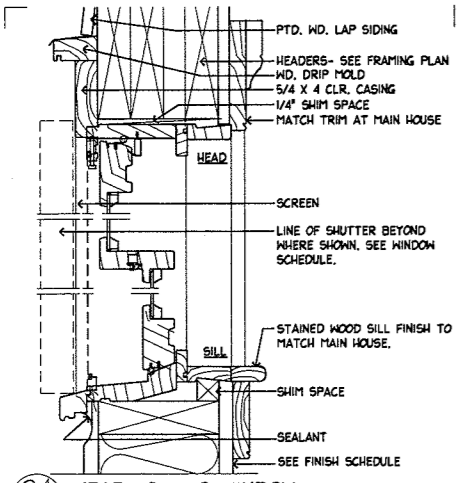
REVISIONS:

**DAY RESIDENCE - POOL HOUSE**  
**416 ELIZABETH STREET**  
**KEY WEST, FL**

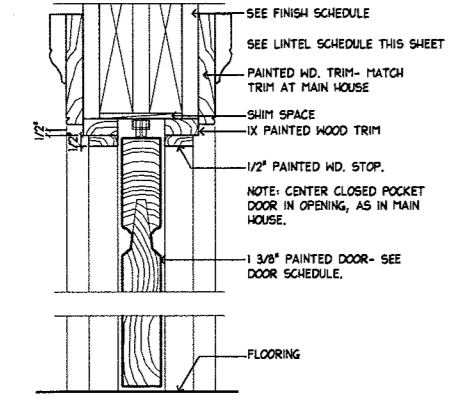
410 Angela Street  
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Telephone (305) 296-1347  
Facsimile (305) 296-2727  
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**ARCHITECTS**  
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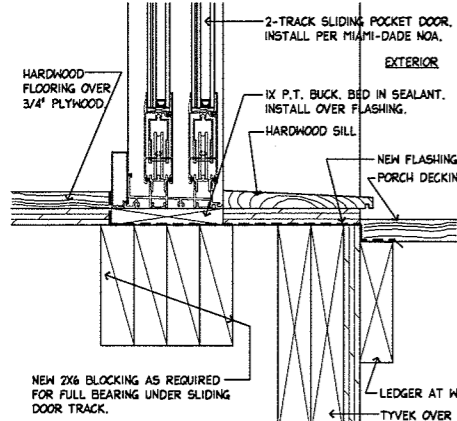
Project No: 1013  
FRAMING PLANS  
Date: 4/1/13



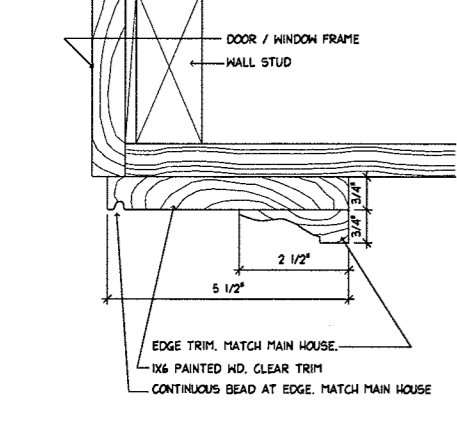
**24 HEAD, SILL & WINDOW**  
SCALE: 3/8\"/>



**18 HEAD & INTERIOR POCKET DOOR**  
SCALE: 3/8\"/>



**12 SILL AT SLIDING DOOR**  
SCALE: 3/8\"/>

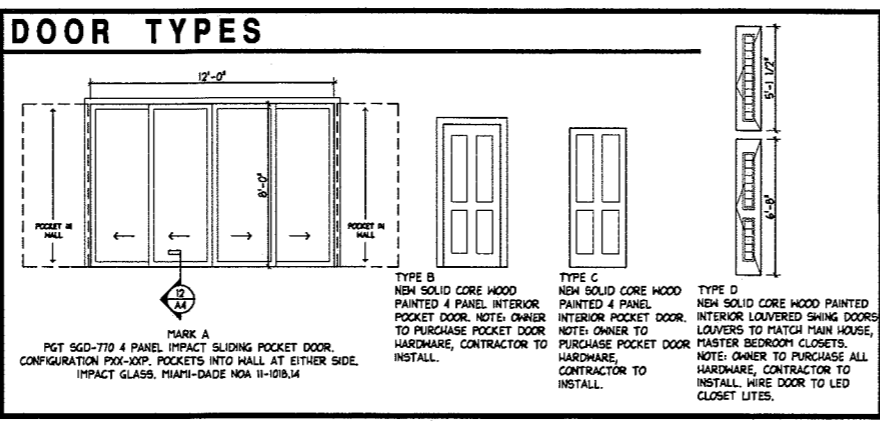


**6 INTERIOR DOOR / WINDOW TRIM**  
SCALE: 6\"/>

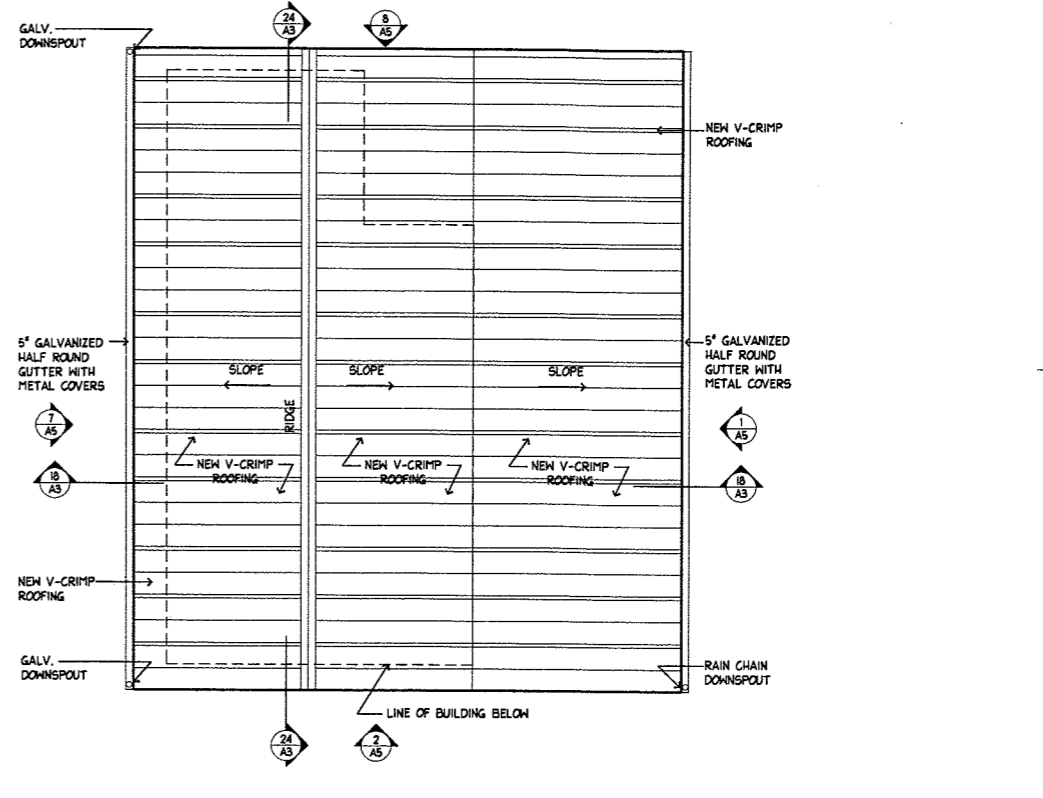
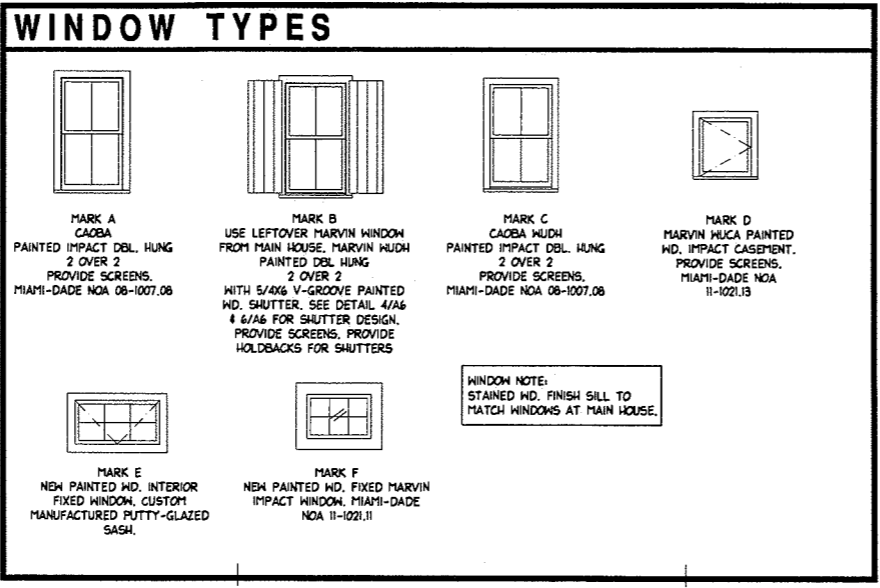
CONTRACTOR TO USE FARRON AND BALL PAINT ON ALL PAINTED INTERIOR SURFACES, TO A LEVEL OF QUALITY TO MATCH MAIN HOUSE. SEE ATTACHED SPREADSHEET FOR COLOR INFO. EXTERIOR FINISHES TO BE BENJAMIN MOORE OR APPROVED EQUAL.

NO.	ROOM NAME	FLOOR	BASE	WALLS				CEILING	CLG. HT.	REMARKS
				NORTH	EAST	SOUTH	WEST			
101	POOL HOUSE	GOODMAN RECLAIMED HEART PINE, MATCH MAIN HOUSE	PAINTED 1/2\"/>							

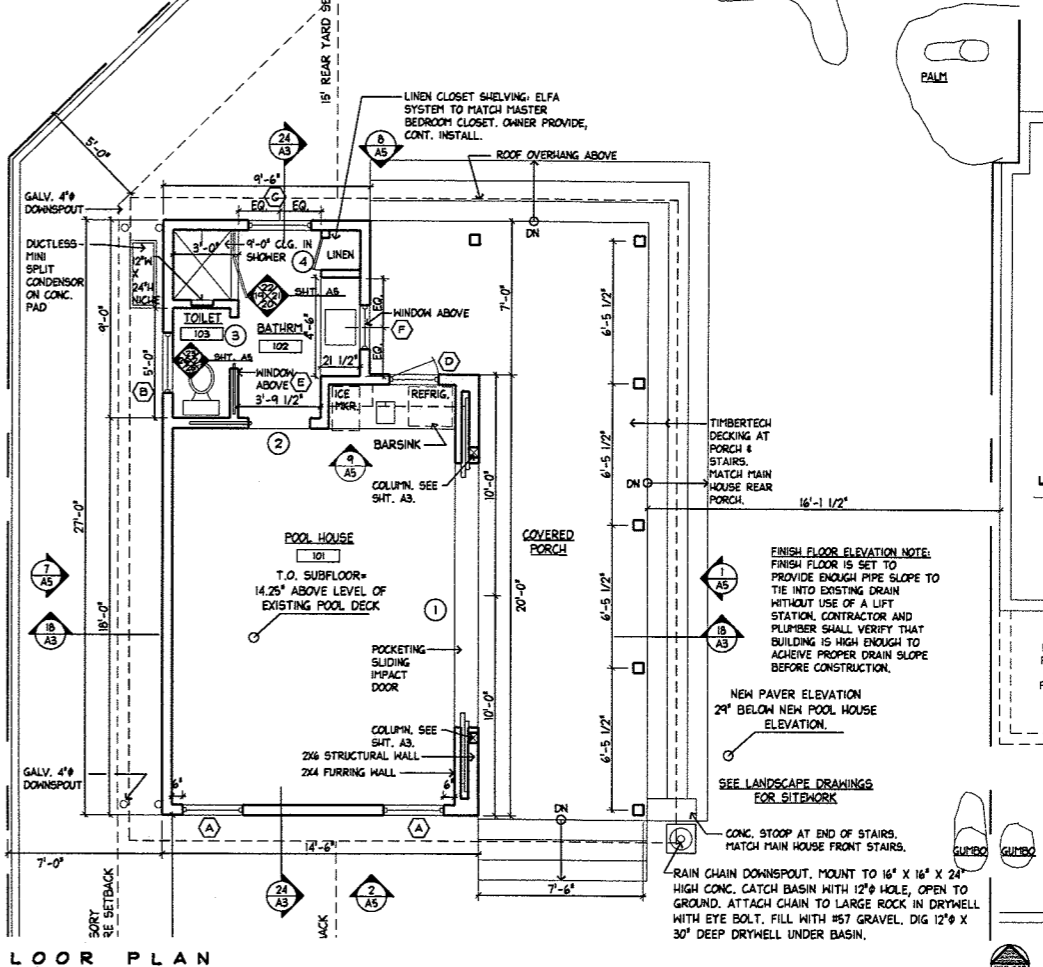
NO.	TYPE	SIZE	MATERIAL	FINISH	GLAZING	FRAMES		DETAILS	REMARKS	HARDWARE SETS
						MATERIAL	FINISH			
1	A	12'-0\"/>								



MARK	SIZE		MANUFACTURER	DETAILS	MATERIAL	FINISH	REMARKS
	WIDTH	HEIGHT					
A	2'-4\"/>						



**13 ROOF PLAN**  
SCALE: 1/4\"/>



**1 FLOOR PLAN**  
SCALE: 1/4\"/>

REVISIONS:

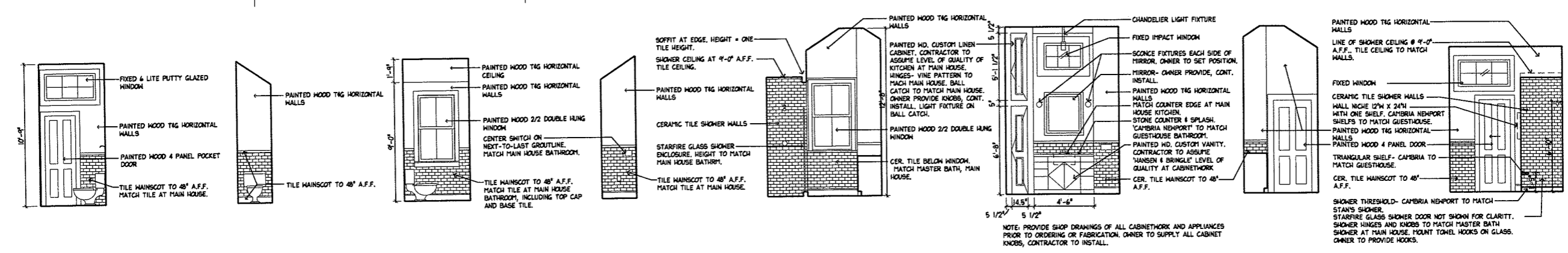
**DAY RESIDENCE - POOL HOUSE**  
**416 ELIZABETH STREET**  
**KEY WEST, FL**

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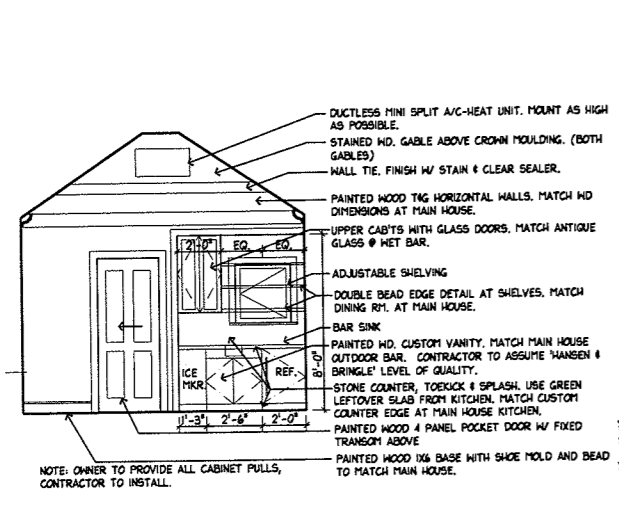
**Bender & Associates**  
**ARCHITECTS**  
p.c.

Project No: 1015  
FLOOR PLAN  
ROOF PLAN  
SCHEDULES  
Date: 4/1/13

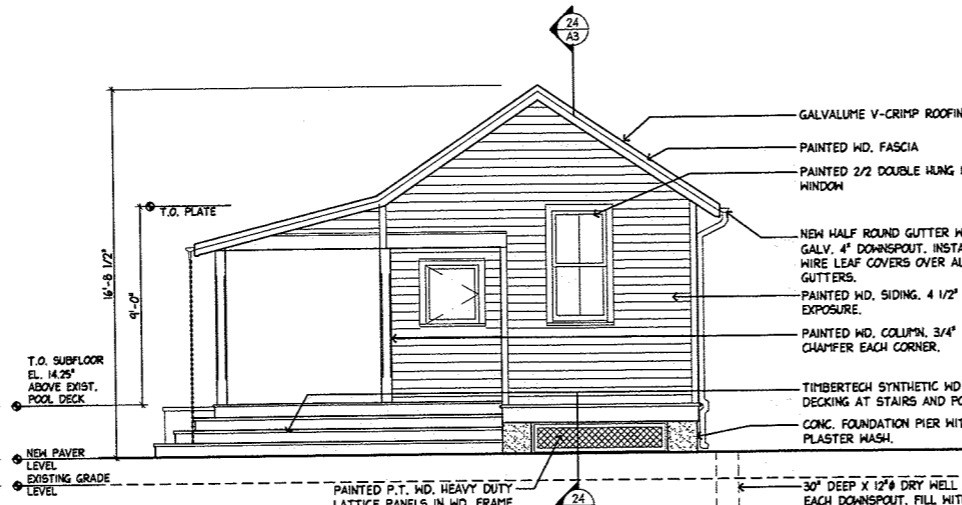
**A4**  
4 OF 9



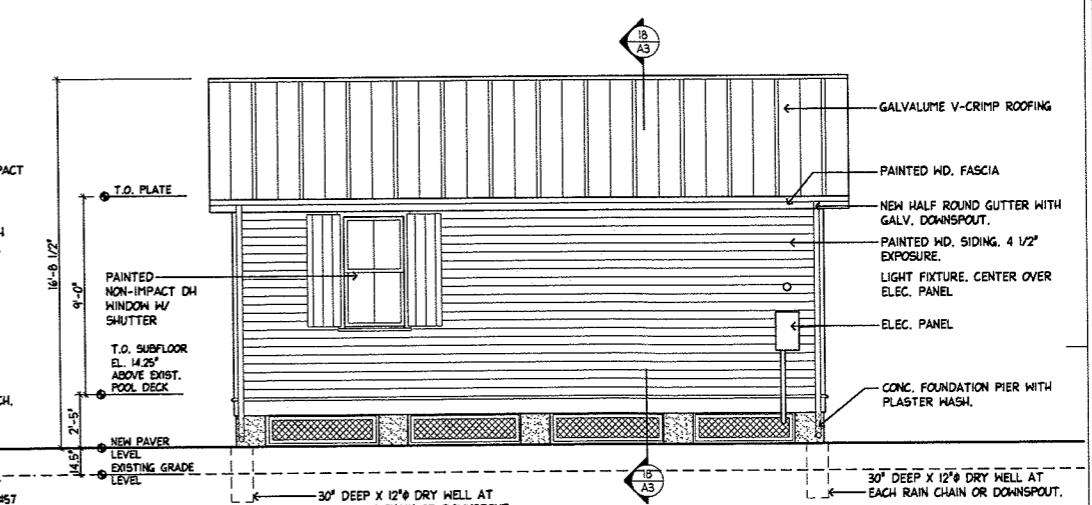
26 TOILET EAST SCALE: 1/4"=1'-0"  
 25 TOILET SOUTH SCALE: 1/4"=1'-0"  
 24 TOILET WEST SCALE: 1/4"=1'-0"  
 23 TOILET NORTH SCALE: 1/4"=1'-0"  
 22 BATHROOM NORTH SCALE: 1/4"=1'-0"  
 21 BATHROOM EAST SCALE: 1/4"=1'-0"  
 20 BATHROOM SOUTH SCALE: 1/4"=1'-0"  
 19 BATHROOM WEST SCALE: 1/4"=1'-0"



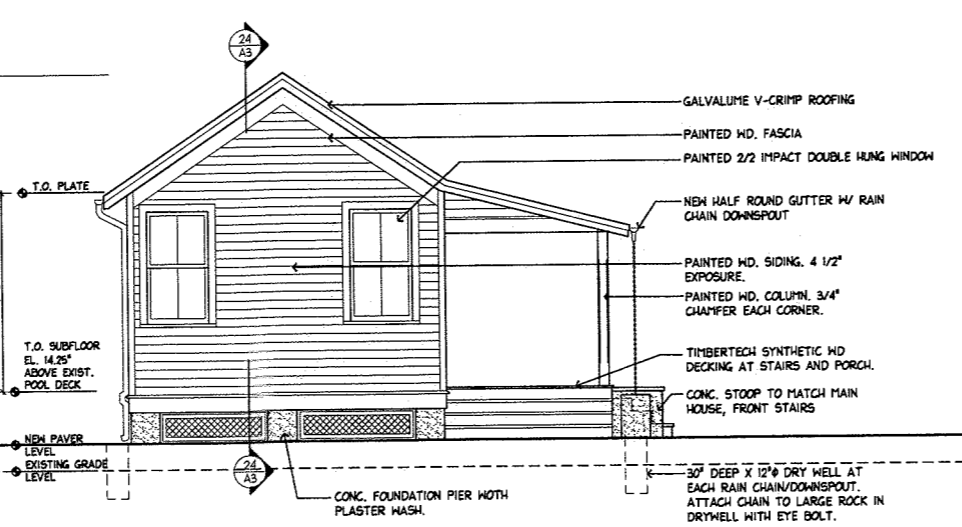
9 LIVING RM. NORTH SCALE: 1/4"=1'-0"



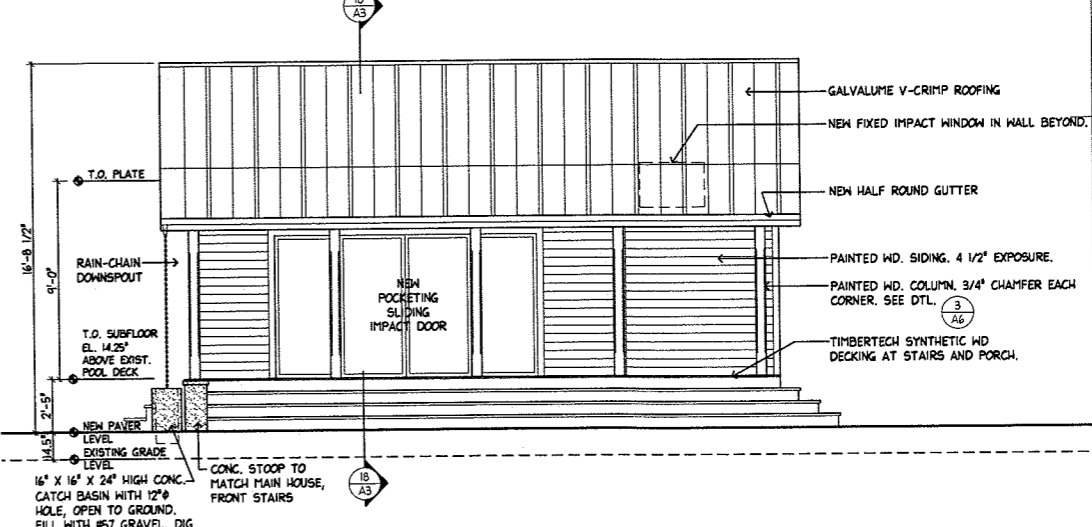
8 NORTH EXTERIOR ELEVATION SCALE: 1/4"=1'-0"



7 WEST EXTERIOR ELEVATION SCALE: 1/4"=1'-0"



2 SOUTH EXTERIOR ELEVATION SCALE: 1/4"=1'-0"



1 EAST EXTERIOR ELEVATION SCALE: 1/4"=1'-0"

REVISIONS:

**DAY RESIDENCE - POOL HOUSE**  
**416 ELIZABETH STREET**  
**KEY WEST, FL**

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Bender & Associates  
**ARCHITECTS**  
 p.c.

Project No: 1013  
 EXTERIOR ELEV.  
 INTERIOR ELEV.  
 Date: 4/1/13

**A5**  
 5 OF 9

REVISIONS:

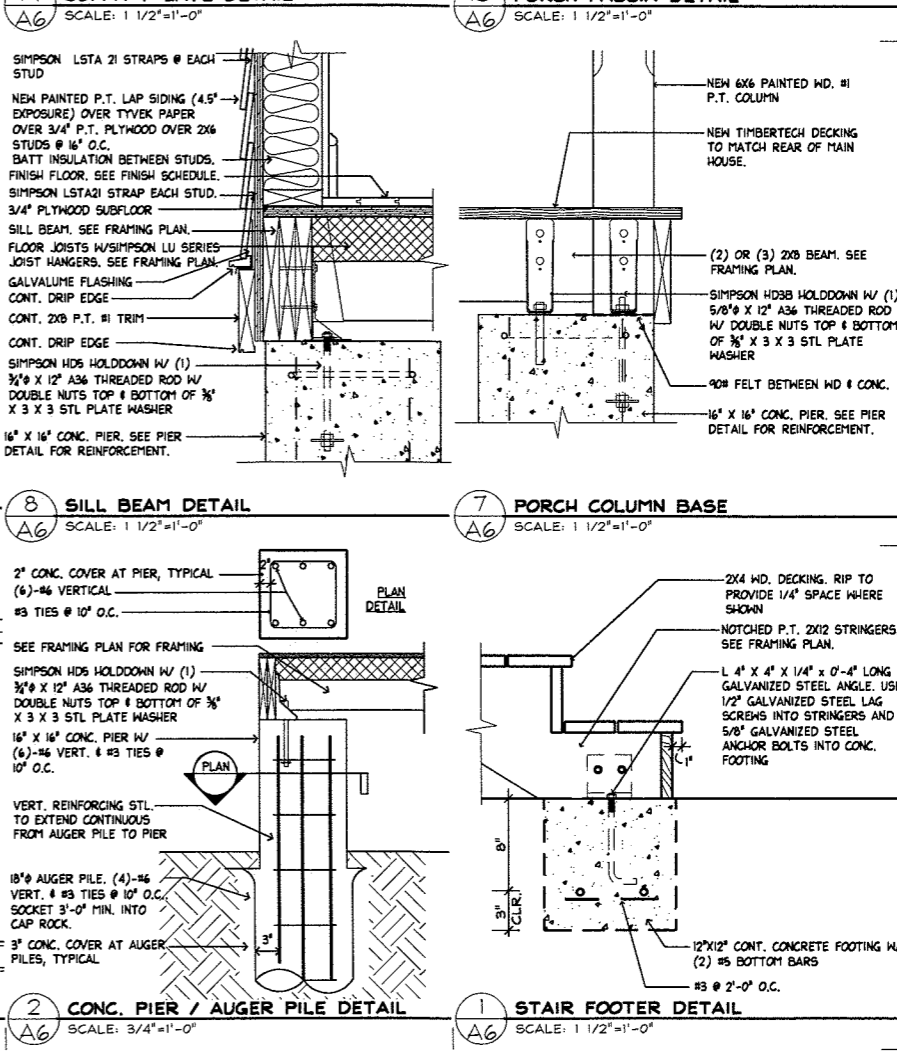
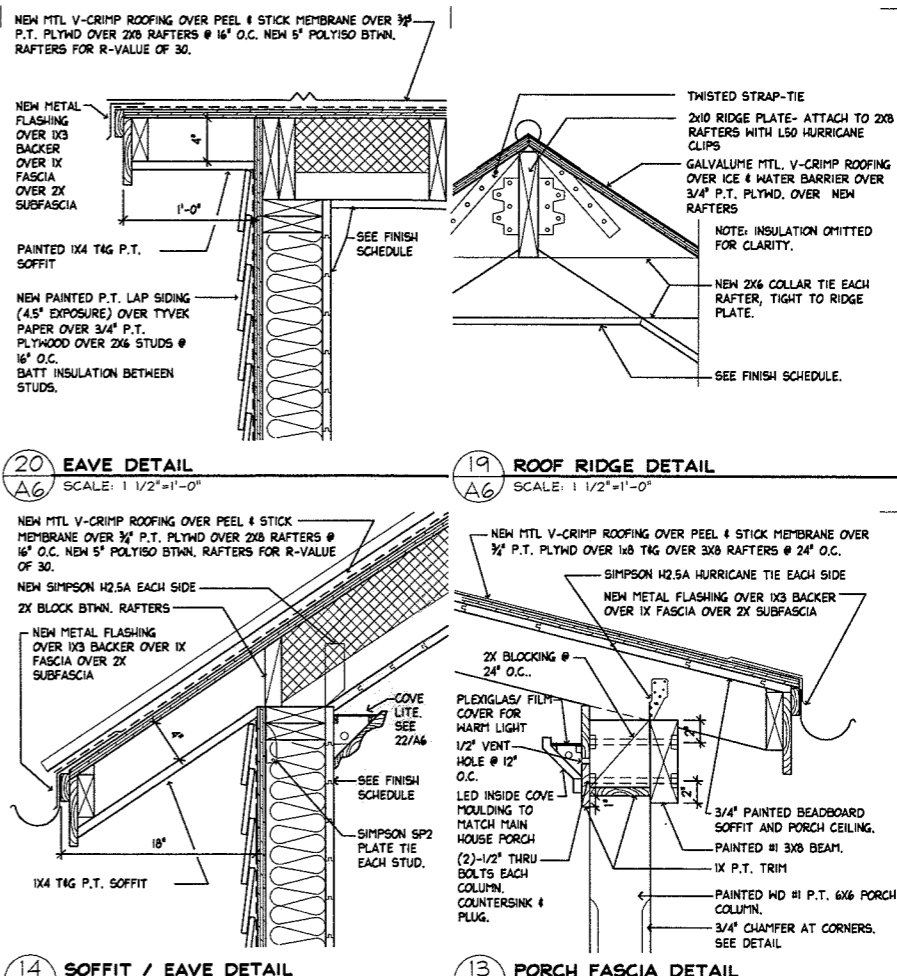
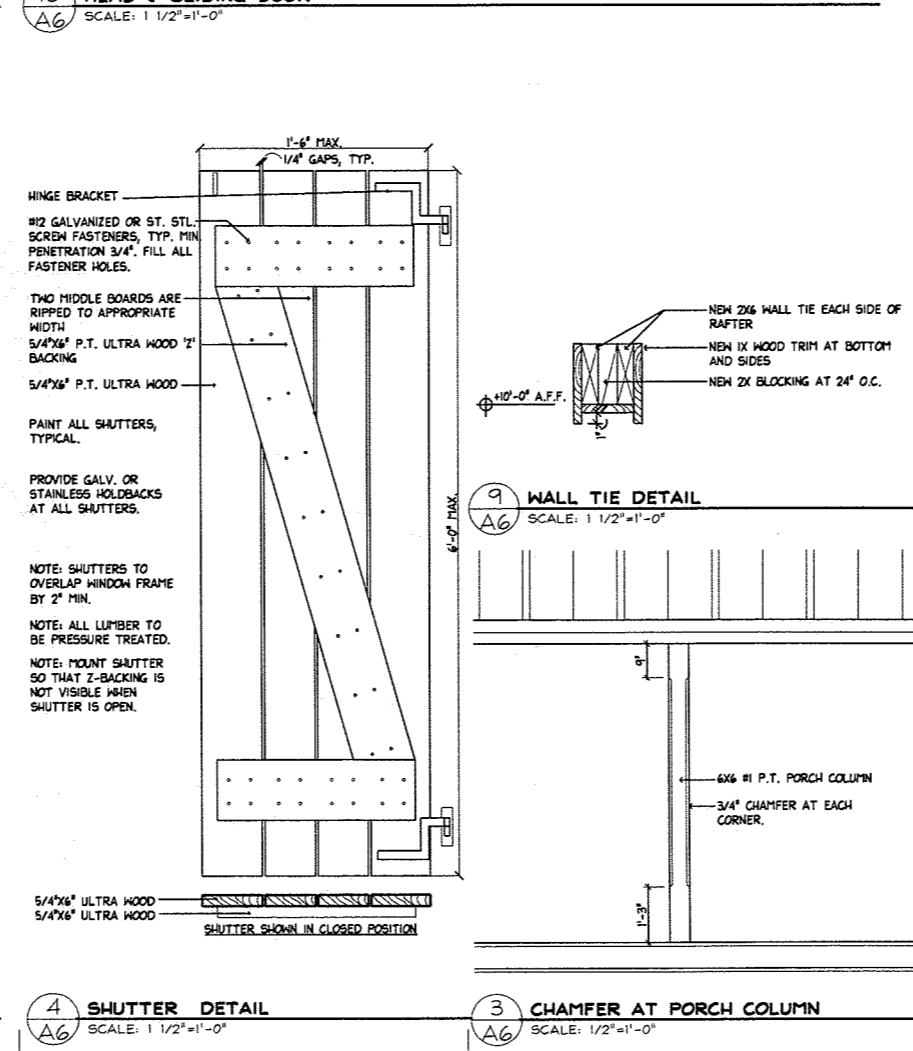
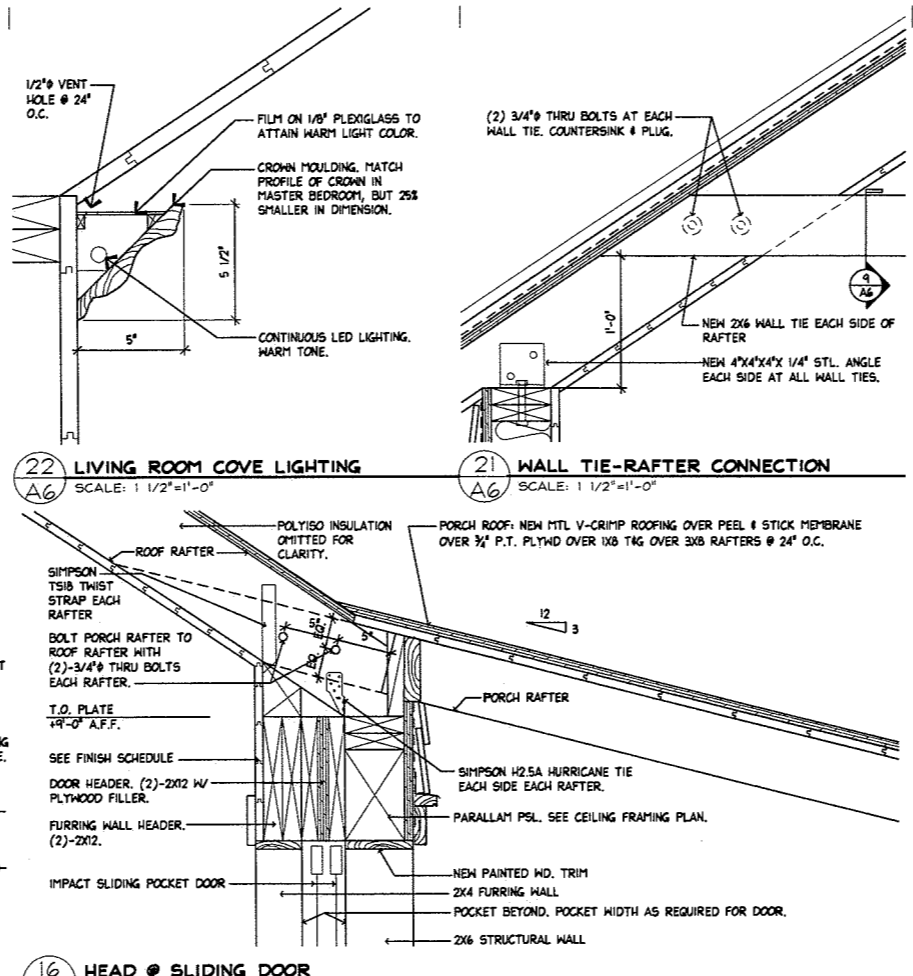
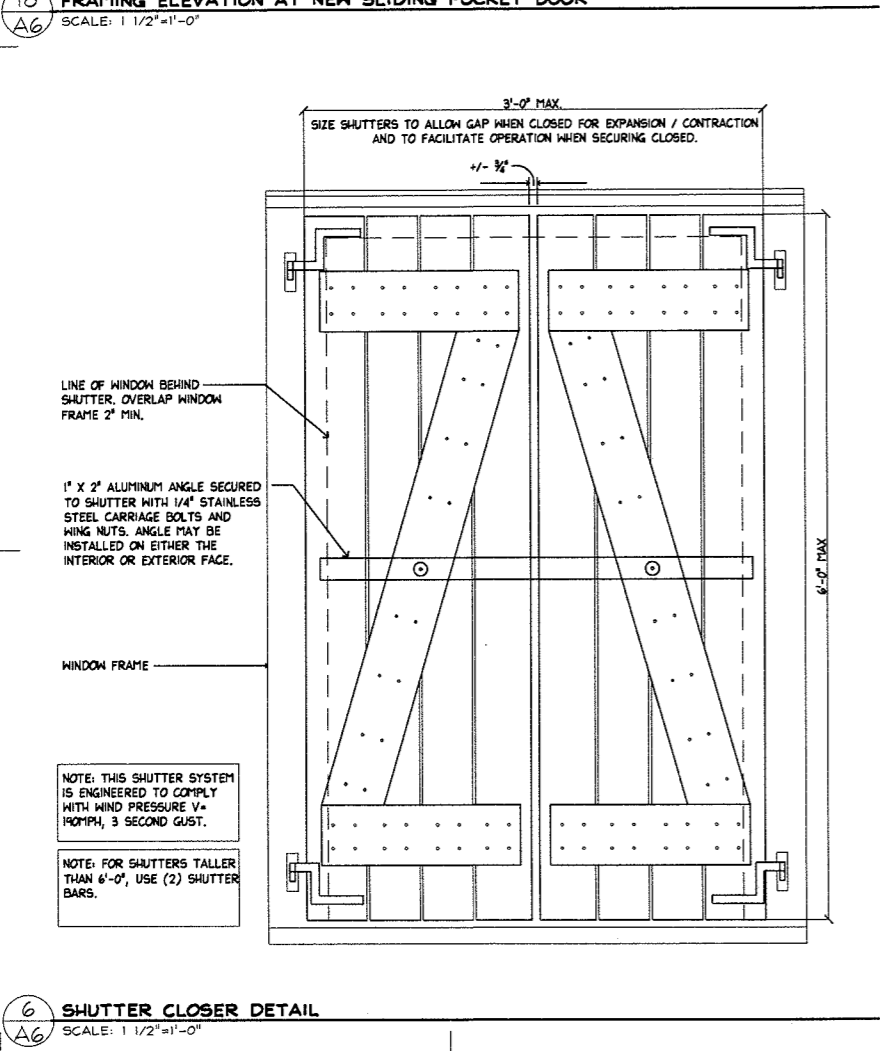
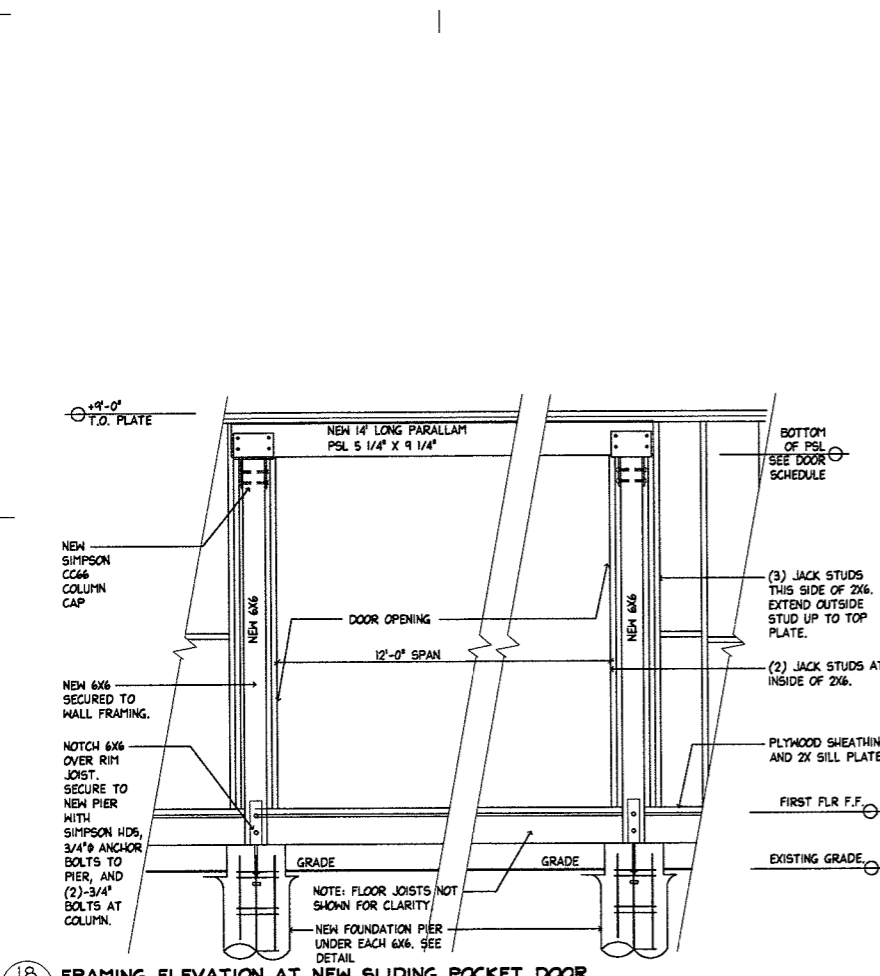
**DAY RESIDENCE - POOL HOUSE**  
**416 ELIZABETH STREET**  
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**Bender & Associates**  
**ARCHITECTS**  
 p.a.

Project No: 1013  
 DETAILS  
 Date: 4/1/13

**A6**  
 6 OF 9



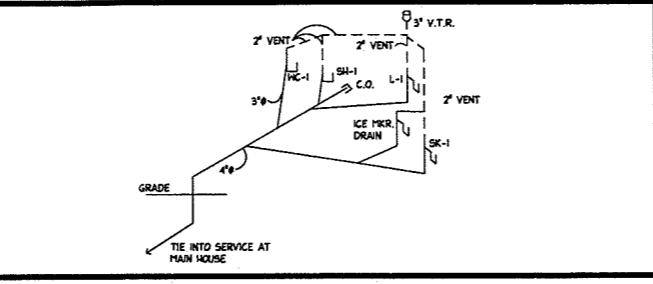
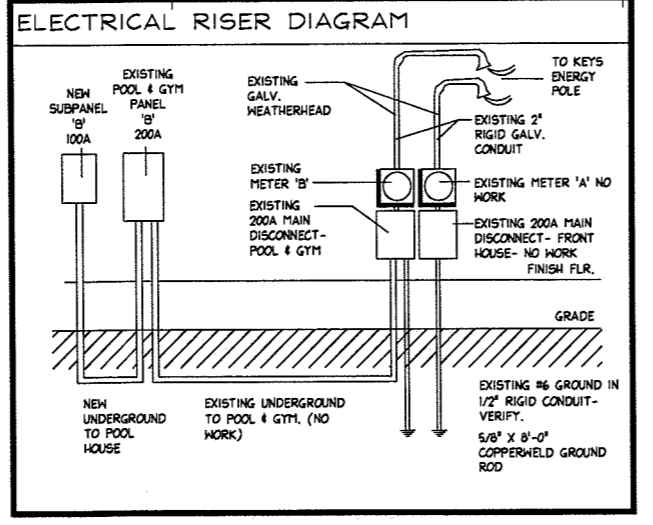
- MECHANICAL GENERAL NOTES:**
- EXISTING CONDITIONS INDICATED ARE TAKEN FROM EXISTING CONSTRUCTION DOCUMENTS, VARIOUS SURVEYS, AND FIELD INVESTIGATIONS. UNFORSEEN CONDITIONS PROBABLY EXIST AND NEW WORK, NEW OR EXISTING, MAY NOT BE LOCATED EXACTLY AS SHOWN ON THE DRAWINGS. COORDINATE WITH FIELD CONDITIONS TO VERIFY EXACT LOCATIONS OF PIPING, DUCTS AND EQUIPMENT. COORDINATE THE WORK OF OTHER TRADES SO THAT INTERFERENCE BETWEEN PIPING, EQUIPMENT, STRUCTURAL, AND ELECTRICAL WORK WILL BE AVOIDED. FAILURE TO COORDINATE THE WORK WILL NOT BE CONSIDERED FOR EXTRAS.
  - CONTRACTOR SHALL VISIT AND CAREFULLY EXAMINE THOSE PORTIONS OF THE BUILDING AFFECTED BY THIS WORK BEFORE SUBMITTING PROPOSALS SO AS TO BECOME FAMILIAR WITH EXISTING CONDITIONS AND DIFFICULTIES THAT WILL AFFECT EXECUTION OF WORK. SUBMISSION OF A PROPOSAL WILL BE CONSTRUED AS EVIDENCE THAT SUCH EXAMINATION HAS BEEN MADE AND LATER CLAIMS FOR LABOR, EQUIPMENT OR MATERIALS REQUIRED BECAUSE OF DIFFICULTIES ENCOUNTERED WILL NOT BE RECOGNIZED.
  - PROVIDE LABOR, MATERIALS, TOOLS, EQUIPMENT AND DEVICES NECESSARY TO PROVIDE A COMPLETE AND OPERATIONAL SYSTEM IN ACCORDANCE WITH THE INTENT OF THE CONTRACT DRAWINGS AND SPECIFICATION. FULLY TEST, BALANCE, CLEAN AND LEAVE SYSTEMS IN A COMPLETE AND OPERATIONAL STATUS.
  - THESE DRAWINGS ARE DIAGRAMMATIC ONLY AND DO NOT SHOW ALL OFFSETS, BENDS, ELBOWS, OR OTHER SPECIFIC ELEMENTS THAT MAY BE REQUIRED FOR PROPER INSTALLATION OF THE WORK. SUCH WORK SHALL BE FIELD VERIFIED AND CAREFULLY COORDINATED WITH ALL BUILDING TRADES AT THE SITE BY THE CONTRACTOR.
  - PROTECT SURROUNDING UTILITIES, WALLS, FLOORS AND CEILINGS FROM DAMAGE DURING CONSTRUCTION. THE CONTRACTOR SHALL BEAR ALL EXPENSE FOR REPAIR OR REPLACEMENT OF UTILITIES OR OTHER PROPERTY DAMAGED DURING CONSTRUCTION.
  - PROVIDE HOOD, GYP. BD. AND OTHER MATERIALS FOR WALL AND CEILING REPAIR AND OTHER GENERAL WORK AS REQUIRED FOR PROPER INSTALLATION OF MECHANICAL SYSTEMS. ALL REPAIRS SHALL MATCH EXISTING.
  - ALL MATERIALS AND EQUIPMENT SHALL BE NEW AND SHALL BE U.L. LISTED WHERE APPLICABLE. INSTALL IN ACCORDANCE WITH MANUFACTURER'S PRINTED INSTALLATION INSTRUCTIONS WITH ADEQUATE ACCESS FOR MAINTENANCE. INSTALLATION OF NEW EQUIPMENT SHALL NOT INTERFERE WITH REQUIRED CLEARANCES FOR EXISTING EQUIPMENT.
  - PROVIDE WORK IN ACCORDANCE WITH 2007 FLORIDA BUILDING CODE - MECHANICAL, AND OTHER LOCAL CODES AND STANDARDS AS ENFORCED. COORDINATE WITH LOCAL CODE AUTHORITIES TO DETERMINE EXACT REQUIREMENTS.
  - PROVIDE ALL SUPPLEMENTARY STEEL STRAPS AND FOUNDATIONS FOR SUPPORTS AND BRACING OF ALL HVAC DUCT AND PIPING. EXTERIOR STEEL SHALL BE HOT DIPPED GALVANIZED.
  - THIS CONTRACTOR SHALL ARRANGE FOR AND PAY FOR NECESSARY PERMITS, INSPECTIONS, ETC. AS RELATED TO THE WORK SHOWN ON THESE DRAWINGS.
  - TEST AND BALANCE SYSTEMS PER NEBS OR A.M.C. SUBMIT TEST AND BALANCE REPORT IN ACCORDANCE WITH NEBS OR A.M.C. TO THE OWNER'S REPRESENTATIVE. ALL WORK SHALL COMPLY WITH ALL APPLICABLE LAWS, CODES ORDINANCES OF THE CITY, COUNTY AND STATE.
  - THE MECHANICAL CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING THE ADEQUACY OF MECHANICAL SYSTEMS, EQUIPMENT, CALCULATIONS AND SIZING SHALL BE DONE IN ACCORDANCE WITH THE LATEST PUBLISHED LITERATURE OF THE AMERICAN SOCIETY OF HEATING, VENTILATING AND AIR CONDITIONING ENGINEERS (ASHRAE) AND THE AMERICAN SOCIETY OF MECHANICAL ENGINEERS (ASME).
  - WHENEVER NECESSARY FOR THE PROPER FUNCTIONING OF MECHANICAL SYSTEMS, COORDINATE UNDERCUTTING OF DOORS FOR RETURN OF AIR WITH THE GENERAL CONTRACTOR.
  - COORDINATE INSTALLATION OF EQUIPMENT WITH ALL OTHER TRADES (I.E. PLUMBING AND ELECTRICAL) TO AVOID INTERFERENCE WITH OTHER EQUIPMENT AND SYSTEMS.

**PLUMBING FIXTURE SCHEDULE**

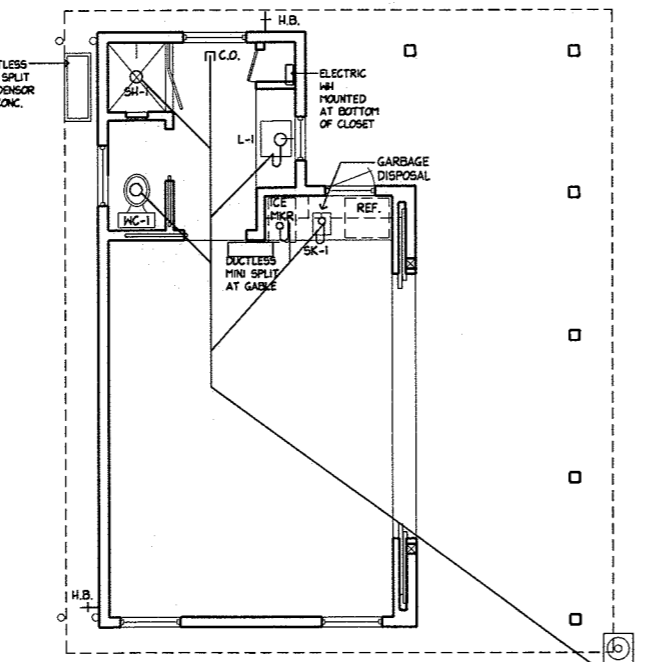
MARK	FIXTURE	MANUFACTURER / CATALOG NO.	FITTINGS: MANUFACTURER / CATALOG NO.	REMARKS
SH-1	SHOWER	VOLUME CONTROL: ROL. A212 WITH LEVER HANDLE L.H. VALVE TRF1 ROL. VERONA A244 THERMOSTATIC VALVE TRF1 WITH CROSS HANDLE R.H. SHOWERHEAD HANSGRABE 080 AIR 7' SHOWERHEAD SHOWER ARM RANDANCE SHOWER ARM 1024200.	R.H. VALVE TRF1	ALL FIXTURES MATCH STANS BATHROOM, MAIN HOUSE.
L-1	LAVATORY	KOHLER 224 LAVENA SMALLER SIZE WITH OVERFLOW HOLE.	R.H. CICAL ARCANIA CLASSIC METAL LEVER, POLISHED CHROME	ALL FIXTURES MATCH STANS BATHROOM, MAIN HOUSE.
WC-1	TOILET	KOHLER K-3050-0 MEMORS COMFORT HEIGHT, 2 PIECE 142FF WITH CLASSIC DESIGN SEAT COVER KOHLER K-4753-0 GLENBUR ELONGATED TOILET SEAT WITH Q ADVANTAGE.		ALL FIXTURES MATCH STANS BATHROOM, MAIN HOUSE.
SK-1	SINK	TED- UNDERMOUNT STAINLESS - JORDAN CONSULT WITH SHAWN. MATCH FAUCET AT MAIN HOUSE NET BAR.		INSTALL GARBAGE DISPOSAL
WH-1	WATER HTR	RHEEM RTE 16		ELEC. WATER HTR 5 GPM FLOW RATE

NOTE: SIZE ELEC. WATER HEATER AS REQUIRED FOR SHOWER, LAVATORY AND BAR SINK.

- PLUMBING GENERAL NOTES:**
- UTILITIES AND SERVICES INDICATED ARE TAKEN FROM VARIOUS OLD AND NEW SURVEYS, AS-BUILT RECORDS AND FIELD INVESTIGATIONS. UNFORSEEN CONDITIONS PROBABLY EXIST AND NEW WORK MAY NOT BE FIELD LOCATED EXACTLY AS SHOWN ON DRAWINGS. COOPERATION WITH OTHER TRADES IN ROUTING, AS DETERMINED DURING CONSTRUCTION WILL BE NECESSARY.
  - FIELD VERIFY EXISTING INSTALLATIONS. MODIFY EXISTING PLUMBING SYSTEMS, WHICH ARE TO REMAIN ACTIVE, TO FACILITATE RECONNECTION AND EXTENSION OF THE NEW WORK.
  - PLANS ARE NOT COMPLETELY TO SCALE. PIPE ROUTING SHOWN IS SCHEMATIC AND IS NOT INTENDED TO INDICATE EXACT ROUTING AND ANY ADDITIONAL OFFSETS AND FITTINGS REQUIRED FOR PROPER INSTALLATION AND TO MAINTAIN CLEARANCES. VERIFY STRUCTURAL, MECHANICAL AND ELECTRICAL INSTALLATION AND OTHER POTENTIAL OBSTRUCTIONS AND ROUTE PIPING TO AVOID INTERFERENCES.
  - CONCEAL PIPING ABOVE CEILINGS, WITHIN WALLS OR CHASES EXCEPT AS SPECIFICALLY NOTED.
  - SLEEVE AND FIRE STOP PENETRATIONS OF RATED WALLS, FLOORS, CEILING AND ROOFS.
  - PROVIDE ACCESS PANELS TO ALL VALVES AND WATER HAMMER ARRESTERS LOCATED WITHIN CHASES OR NON-ACCESSIBLE CEILINGS. REFER TO ARCHITECTURAL DRAWINGS FOR CEILING TYPES.
  - ALL WATER PIPING SHALL BE TYPE "L" COPPER PIPE WITH SOLDERED (45%) JOINTS.
  - SCHEDULE 40 PVC PIPE & FITTINGS: ASTM D2466-06. JOINTS: ASTM D2855-03, SOLVENT WELD.
  - ESCUTCHEONS SHALL BE PROVIDED FOR ALL PIPING THRU WALLS, FLOORS AND CEILINGS WHERE PIPE IS EXPOSED TO VIEW.
  - SEE ARCHITECTURAL DRAWINGS FOR FIXTURE LOCATIONS AND MOUNTING HEIGHTS.
  - PROVIDE AUTOMATIC TRAP PRIMERS FOR FLOOR DRAIN TRAP SEALS.
  - PROVIDE, WHEN REQUIRED BY CODE, AN AIR GAP SERVING INDIVIDUAL FIXTURES, DEVICES, APPLIANCES AND APPARATUS.
  - SIZE AND LOCATION OF ANY REQUIRED CLEANOUTS SHALL BE IN ACCORDANCE WITH THE FLORIDA BUILDING CODE - PLUMBING, LATEST EDITION, AND ALL JURISDICTION REGULATIONS.
  - ALL HALL MOUNTED LAVATORIES AND HAND WASHING FACILITIES SHALL BE ATTACHED TO A FLOOR MOUNTED CARRIER DESIGNED TO WITHSTAND A VERTICAL LOAD OF 250 POUNDS ON THE FRONT OF THE FIXTURE.
  - PLUMBING CONTRACTOR SHALL PROVIDE SANITARY WASTE, VENT, DOMESTIC WATER, ETC., ROUGH-IN AND MAKE FINAL CONNECTIONS (INCLUDING SUPPLYING AND/OR INSTALLING ALL NECESSARY RELATED STEPS, VALVES, TRAPS, ETC. AND MAKE READY FOR USE) TO ALL EQUIPMENT WHETHER FURNISHED BY THIS CONTRACTOR OR FURNISHED BY OTHERS.
  - INSULATE HOT AND COLD WATER PIPING WITH FACTORY FORMED, FIBERGLASS PIPE INSULATION FACTORY JACKETED SYSTEM 1" THICK EQUAL TO OWENS-CORNING FIBERGLASS 25/ASJ/SSL.



3 PLUMBING RISER DIAGRAM  
SCALE: N.T.S.



2 PLUMBING / MECHANICAL PLAN  
SCALE: 1/8"=1'-0"

**ELECTRICAL PANEL SCHEDULE**  
SUBPANEL 'A' - POOLHOUSE  
120/240V - 10-30-100 AMP - 20 SPACE - MAIN LUG ONLY  
LOAD CENTER

CRCT	DESCRIPTION	BRKR	POLE	LOAD WATTS (VA)	CRCT	DESCRIPTION	BRKR	POLE	LOAD WATTS (VA)
1	ELEC WATER HEATER	40	2	9000	2	ELEC WATER HEATER	40	2	9000
3					4				
5	MINI SPLIT CONDENSOR	20	2	1760	6	MINI SPLIT A/C	15	1	1170
7					8	BAR REFRIGERATOR	15	1	1800
9	BAR ICEMAKER	15	1	1800	10	APPLIANCE CIRCUIT	20	1	1500
11	APPLIANCE CIRCUIT	20	1	1500	12	LIGHTS	20	1	
13	RECEPTACLES	20	1	3/4' SQ.FT	14				
15					16				
17					18				
19					20				

14,060 VA (WITHOUT LIGHTING LOADS)      13,470 VA (WITHOUT LIGHTING LOADS)  
TOTAL SUBPANEL 'A' LOAD 27,530 + 535 (50% LIGHTING LOAD) = 28,065 VA  
10,000VA + 18065 @ 40% = 17,226 VA / 240V = 71 AMPS.  
100 AMP PANEL IS OK.

- ELECTRICAL NOTES**
- All electrical work shall be performed in accordance with the National Electrical Code, Florida Building Code and/or any local codes and ordinances.
  - The Electrical Contractor shall refer to the Architectural plans for exact location of all equipment. Contractor shall not scale plans.
  - It is not the intent of these plans to show every detail of construction. The Electrical Contractor shall furnish and install all items as to provide a complete electrical installation with all equipment in proper working order.
  - The Electrical Contractor shall be responsible for the full coordination of the work with that of the General Contractor.
  - It shall be understood that all work performed shall be done so by a licensed Electrical Contractor and in a first class workmanlike manner.
  - All electrical work and material shall be guaranteed for a period of one year of date of issue of Certificate of Occupancy.
  - All power and control wiring shall be done by the Electrical Contractor.
  - All panels shall have type/panel directories indicating all circuits.
  - Lighting fixtures including lamps shall be provided and installed by the Electrical Contractor.
  - All wires and cables shall be copper except as indicated. Wires shall be #12 minimum size (control wiring shall be #14/16/18). Wire sizes #10 and smaller shall be THHN solid. Wire sizes #8 and larger shall be THW stranded.
  - Contractor shall provide temporary power for all trades.
  - Contractor shall install lighting fixtures provided by others.
  - All copper water pipes shall be electrical bonded and grounded.
  - Balance loads in accordance with good construction practices.
  - The Electrical Contractor shall be responsible for verifying adequate circuitry and breaker sizes which are required by this Contract.
  - The Contractor shall furnish and install approved hand-wired smoke detectors in accordance with the requirements of the building department having jurisdiction over this project.

**AIR CONDITIONING SYSTEM NOTE:**

VERIFY ELECTRICAL REQUIREMENTS OF AIR CONDITIONING SYSTEM UNITS AND CONDENSORS AND PROVIDE ACCORDINGLY. PROVIDE DEDICATED CIRCUITS FOR EACH UNIT, AND CUTOFF SWITCHES AND CONVENIENCE OUTLETS PER CODE REQUIREMENTS.

**APPLIANCE NOTE:**

VERIFY ELECTRICAL REQUIREMENTS OF ALL APPLIANCES AND WATER HEATERS AND PROVIDE ACCORDINGLY. PROVIDE DEDICATED CIRCUITS FOR EACH UNIT, AND CUTOFF SWITCHES AND CONVENIENCE OUTLETS PER CODE REQUIREMENTS.

**APPLIANCE NOTES:**

- SEE CUT SHEETS FOR ELECTRICAL, VENTILATION AND PLUMBING REQUIREMENTS.
- CONTRACTOR TO PROVIDE AND INSTALL ALL ELECTRICAL, VENTILATION AND PLUMBING CONNECTIONS AS REQUIRED FOR COMPLETE FUNCTIONAL SYSTEMS.
- ASSUME NOTHING, IF YOU HAVE ANY QUESTIONS ABOUT OWNER PREFERENCES FOR THE STYLE, SIZE, COLOR, WIDTH, ETC. ETC. OF ANY OF THESE APPLIANCES, ASK!
- CONFIRM ALL APPLIANCES WITH OWNER BEFORE PURCHASE.

**ELECTRICAL SYMBOL LEGEND**

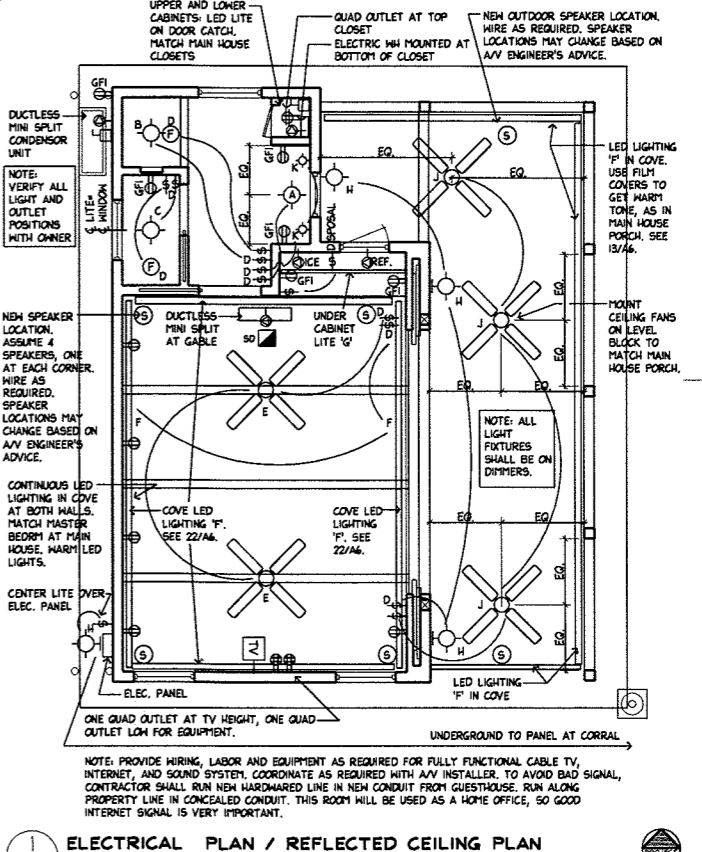
SYMBOL	DESCRIPTION	SYMBOL	DESCRIPTION
⊕	DUPLEX CONVENIENCE RECEPTACLE OUTLET	⊕	CEILING MOUNTED RECESSED OUTLET OR OF FIXTURE
⊕	HEATPROOF DUPLEX OUTLET	⊕	RECESSED RECESSED OUTLET OR OF LIGHT FIXTURE
⊕	GROUND FAULT INTERRUPTED DUPLEX OUTLET	⊕	HALL MOUNT RECESSED OUTLET OR OF LIGHT FIX.
⊕	QUADPLEX RECEPTACLE OUTLET	⊕	RECESSED CEILING MOUNTED EXHAUST FAN / LIGHT OPERATOR
⊕	SPECIAL PURPOSE OUTLET - 240V	⊕	RECESSED CEILING MOUNTED EXHAUST FAN / LIGHT / WATER OPERATOR
⊕	SPLIT WIRE DUPLEX RECEPTACLE OUTLET W/ TOP RECEPTACLE SWITCHES	⊕	SINGLE HEAD SWIVEL FIXTURE (EXTERIOR) W/ DOWN BLOWER DEVICE
⊕	FLOOR FLOOR DUPLEX OUTLET W/ COVER	⊕	THRO HEAD SWIVEL FIXTURE (EXTERIOR)
⊕	SPECIAL PURPOSE WIRE NED CONNECTOR	⊕	UNDER CABINET LIGHTS
⊕	3-WAY CONNECTION W/ DISCONNECT	⊕	FLUORESCENT CEILING FIXTURE
⊕	HALL MTD. RECESSED OUTLET OR OF STROB FIXTURE	⊕	CEILING FAN AS SELECTED BY OWNER
⊕	CEILING FAN AS SELECTED BY OWNER	⊕	CEILING FAN W/ LIGHT KIT AS SELECTED BY OWNER
⊕	SINGLE POLE SWITCH	⊕	MODULAR TELEPHONE JACK
⊕	3 WAY SWITCH (SWITCHED IN TWO LOCATIONS)	⊕	INTERCOM STATION
⊕	4 WAY SWITCH (SWITCHED IN THREE LOCATIONS)	⊕	CABLE TELEVISION OUTLET
⊕	OPENING DEVICE	⊕	THROBERRY
⊕	3 WAY OPENING DEVICE	⊕	LOW VOLTAGE PUSH BUTTON SWITCH (COORRELL)
⊕	5 SPEED FAN SWITCH	⊕	SMOKE DETECTOR
⊕	SPEAKER		

**ELECTRICAL FIXTURE SCHEDULE**

MARK	MANUFACTURER / CATALOG NO.	DESCRIPTION	MOUNTING	LAMPS	REMARKS
A		BATHROOM SINK PENDANT	--	--	UL DASH LIBT. OWNER BUY, CONT. INSTALL
B		SHOWER SURFACE MOUNT	--	--	UL MET LIST. OWNER BUY, CONT. INSTALL
C		TOILET PENDANT	--	--	OWNER BUY, CONT. INSTALL
D		MATCH VENT FANS IN MAIN HOUSE.	--	--	CONT. BUY, CONT. INSTALL
E		CASABLANCA PANAMA- OWNER PROVIDE.	--	--	OWNER BUY, CONT. INSTALL
F		MATCH MAIN HOUSE MASTER BEDROOM.	--	--	CONT. BUY, CONT. INSTALL
G		MATCH UNDERCAST LIGHT AT KITCHEN MAIN HOUSE.	--	--	CONT. BUY, CONT. INSTALL
H		EXTERIOR WALL MOUNT	--	--	UL MET LIST. OWNER BUY, CONT. INSTALL
J		EXTERIOR CEILING FAN	--	--	OWNER BUY, CONT. INSTALL
K		BATHROOM SCENE	--	--	OWNER BUY, CONT. INSTALL

**APPLIANCE SCHEDULE**

FIXTURE	MANUFACTURER / CATALOG NO.	REMARKS
REFRIGERATOR	EXISTING- FROM MAIN HOUSE.	REMOVE SUBZERO KITCHEN UNDERCOUNTER REFRIG FROM MAIN HOUSE. INSTALL AT POOL HOUSE.
ICE MAKER	T.B.D.	T.B.D. - OWNER PROVIDE, CONTRACTOR INSTALL.



1 ELECTRICAL PLAN / REFLECTED CEILING PLAN  
SCALE: 1/8"=1'-0"

**ELEC. LOAD CALCS.**

**ELECTRICAL LOAD CALCULATIONS:**

357 S.F. X 3 WATTS/SF	1071 VA
MINISPLIT UNIT	1170 VA
MINISPLIT CONDENSOR	1760 VA
REFRIG ICEMAKER	1800 VA
ELEC WATER HTR.	9000 VA
(2) APPLIANCE CIRCUITS @ 1500W	3000 VA
<b>TOTAL CONNECTED LOAD:</b>	<b>27,401 VA</b>
1ST 10 KW @ 100%	10,000 VA
REMAINDER: 17401 @ 40%	6961 VA
<b>TOTAL LOAD</b>	<b>16,961 / 240V = 70 AMPS</b>

100 AMP SERVICE IS ADEQUATE

**DAY RESIDENCE - POOL HOUSE**  
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ARCHITECTS  
p.a.

Project No: 1013  
MECHANICAL ELECTRICAL PLANS NOTES  
Date: 4/1/13

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7 OF 9

STRUCTURAL GENERAL NOTES

100. DESIGN CRITERIA

100.1 DESIGN BUILDING CODE:

A. FLORIDA BUILDING CODE, 2010

100.2 GRAVITY LOADS:

A. FLOOR LIVE LOADS:

1. RESIDENTIAL 40 PSF

B. ROOF LIVE LOADS:

1. PITCHED ROOF 20 PSF

100.3 LATERAL LOADS:

A. WIND LOADS (IN ACCORDANCE WITH DESIGN BUILDING CODE PER GENERAL NOTE 100.1):

- 1. ULTIMATE DESIGN WIND SPEED (3 SECOND GUST), Vult = 180 MPH
2. NOMINAL DESIGN WIND SPEED (3 SECOND GUST), Vnsd = 140 MPH
3. RISK CATEGORY = II
4. EXPOSURE CLASSIFICATION = C
5. ENCLOSURE CATEGORIZATION = ENCLOSED
6. INTERNAL PRESSURE COEFFICIENT (Cp) = +/- 0.18
7. COMPONENTS AND CLADDING PRESSURES: SEE "COMPONENTS AND CLADDING WIND LOADS" TABLE, AND "COMPONENTS AND CLADDING WIND PRESSURE DIAGRAM"

210. FOUNDATIONS

210.1 SPREAD FOOTINGS HAVE BEEN DESIGNED TO BEAR ON UNDISTURBED SOILS OR CAP ROCK HAVING AN ALLOWABLE BEARING CAPACITY OF 3000 PSF.

210.2 ELEVATIONS SHOWN ON THE DRAWINGS AT WHICH FOUNDATIONS ARE TO BEAR SHALL HAVE AT LEAST THE ABOVE NOTED CAPACITY. ALL EXTERIOR FOOTINGS SHALL BE A MINIMUM OF 8" BELOW FINISHED GRADE.

210.3 CONCRETE AUGER PILES ARE TO EMBED MINIMUM 3'-0" INTO CAP ROCK.

300. REINFORCED CONCRETE

300.1 ALL REINFORCED CONCRETE WORK SHALL BE IN CONFORMANCE WITH THE "BUILDING CODE REQUIREMENTS FOR STRUCTURAL CONCRETE" (ACI 318, LATEST EDITION) AND SPECIFICATIONS FOR STRUCTURAL CONCRETE (ACI 301, LATEST EDITION) OF THE AMERICAN CONCRETE INSTITUTE.

300.2 MINIMUM DESIGN COMPRESSION STRENGTH (F'c) REQUIRED AT 28 DAYS:

- A. FOUNDATIONS 3000 PSI
B. GRADE BEAMS AND AUGER PILES 4000 PSI
C. SLABS ON GRADE, WALLS, AND STAIRS 4000 PSI

300.3 MAXIMUM WATER TO CEMENTITIOUS MATERIALS RATIO:

- A. FOUNDATIONS 0.60
B. GRADE BEAMS AND AUGER PILES 0.45
C. SLABS ON GRADE, WALLS, AND STAIRS 0.45

300.4 ALL CONCRETE SHALL BE NORMAL WEIGHT CONCRETE (MINIMUM 144 PCF) WITH ALL CEMENT CONFORMING TO ASTM C150, TYPE I, II OR I/II. MAXIMUM AGGREGATE SIZE SHALL BE 1-1/2" FOR FOOTINGS AND 3/4" FOR WALLS AND SLABS, CONFORMING TO ASTM C33.

300.5 REINFORCEMENT

- A. DEFORMED BARS ASTM A615, GRADE 60
B. WELDED WIRE FABRIC ASTM A185

300.6 MINIMUM COVER FOR CAST-IN-PLACE CONCRETE REINF., UNLESS OTHERWISE SHOWN ON DRAWINGS, SHALL BE AS FOLLOWS:

- A. FOUNDATIONS 3"
B. GRADE BEAMS 2"
C. WALLS AND STAIRS 2"
D. SLABS CAST AGAINST EARTH CENTERED

300.7 SPLICES IN REINFORCEMENT, WHERE PERMITTED, SHALL BE AS FOLLOWS:

- A. WELDED WIRE MESH 8"
B. ALL OTHERS CLASS "B" TENSION, MINIMUM, UNLESS OTHERWISE NOTED CASE "1"

300.8 CLASS "B", CASE "1" TENSION SPLICES IN INCHES, SHALL BE AS FOLLOWS:

Table with 4 columns: SIZE, TOP BARS, ALL OTHERS, TOP BARS, ALL OTHERS. Rows for #3 (#10), #4 (#13), #5 (#16), #6 (#19), #7 (#22), #8 (#25), #9 (#29), #10 (#32), #11 (#36).

300.9 SPLICES IN TOP REINFORCEMENT SHALL BE LOCATED AT MIDSPAN AND SPLICES IN BOTTOM REINFORCEMENT SHALL BE LOCATED OVER SUPPORTS, UNLESS NOTED OTHERWISE.

300.10 TOP BARS IN BEAMS SHALL TERMINATE IN A CLASS "B" TENSION SPLICE OR HOOK AT DISCONTINUOUS END.

300.11 ALL REINFORCING SHALL BE HELD SECURELY IN POSITION WITH STANDARD ACCESSORIES DURING PLACEMENT OF CONCRETE. REINFORCING SUPPORTS FOR ALL EXPOSED CONCRETE SHALL BE GALVANIZED WITH PLASTIC COATED FEET. ALL WELDED WIRE MESH SHALL BE CHAIRED IN ACCORDANCE WITH THE DESIGN BUILDING CODE.

300.12 ALL TIES SHALL HAVE 135 DEGREE HOOKS.

420. MASONRY

420.1 ALL MASONRY WORK SHALL BE IN CONFORMANCE WITH THE LATEST EDITION OF "BUILDING CODE REQUIREMENTS FOR MASONRY STRUCTURES" (TMS 402/ACI 530/ASCE 5) AND THE "SPECIFICATIONS FOR MASONRY STRUCTURES" (TMS 602/ACI 530.1/ASCE 6) OF THE MASONRY SOCIETY.

420.2 ALL MASONRY WORK TO BE EXECUTED IN COLD WEATHER SHALL BE IN CONFORMANCE WITH THE RECOMMENDATIONS FOR COLD WEATHER CONSTRUCTION OF THE LATEST EDITION OF "BUILDING CODE REQUIREMENTS FOR MASONRY STRUCTURES" (TMS 402/ACI 530/ASCE 5) AND THE "SPECIFICATIONS FOR MASONRY STRUCTURES" (TMS 602/ACI 530.1/ASCE 6) OF THE MASONRY SOCIETY WITH THE FOLLOWING ADDITION TO THE REQUIREMENTS OF TMS 602/ACI 530.1/ASCE 6, SECTION 1.8-C: FOR ALL CONDITIONS WHEN TEMPERATURES FALL BELOW 40 DEGREES F, THE TEMPERATURE OF THE NEWLY LAID MASONRY OR NEWLY GROUTED MASONRY SHALL BE MAINTAINED ABOVE 32 DEGREES (F) FOR A MINIMUM OF 24 HOURS USING THE METHODS DESCRIBED IN TMS 602/ACI 530.1/ASCE 6.

420.3 MORTAR SHALL CONFORM TO THE PROPORTION SPECIFICATION OF ASTM C270, TYPE S.

420.4 GROUT SHALL CONFORM TO ASTM C476 AND AS FOLLOWS:

- A. COMPRESSIVE STRENGTH (F'c) OF GROUT = F'm AS INDICATED BELOW BUT NO LESS THAN 3,000 PSI.
B. SLUMP OF GROUT SHALL BE 8 TO 11 INCHES AS MEASURED ACCORDING TO ASTM C143.
C. MAX. AGGREGATE SIZE SHALL BE 3/8" (AGGREGATE GRADED TO PRODUCE FINE GROUT IN CONFORMANCE WITH ASTM C476 AND C404).

420.5 LIMIT CEMENTITIOUS MATERIALS IN MORTAR TO: PORTLAND CEMENT CONFORMING TO ASTM C150 TYPE I; LIME CONFORMING TO ASTM C207; MORTAR CEMENT CONFORMING TO ASTM C1329; AND MASONRY CEMENT CONFORMING TO ASTM C91.

420.6 PROVIDE SOLID AND HOLLOW LOAD BEARING CONCRETE BLOCK UNITS CONFORMING TO ASTM C90, FURNISH CONCRETE BLOCK WITH NET AREA COMPRESSIVE STRENGTH AS SPECIFIED BY TABLE 2 OF TMS 602/ACI 530.1/ASCE 6, SECTION 1.4 B.2 BASED ON THE UNIT STRENGTH METHOD.

420.7 MINIMUM 28-DAY ULTIMATE COMPRESSIVE STRENGTH OF MASONRY:

A. F'm 1500 PSI

420.8 FULL BED AND HEAD JOINTS SHALL BE USED.

420.9 GROUT SOLID ALL CELLS IN MASONRY UNITS INSTALLED BELOW GRADE.

420.10 GROUT SOLID ALL CELLS CONTAINING REINFORCING, AND WHERE INDICATED ON PLANS AND SECTIONS.

420.11 PROVIDE FINE GROUT PER ASTM C476 WHEN WIDTH OF GROUT SPACE IS LESS THAN 2". PROVIDE COARSE GROUT FOR GROUT SPACE WIDTHS 2" OR GREATER. PROVIDE FINE GROUT WHEN REINFORCING HAS LESS THAN 1/2" CLEARANCE.

420.12 MASONRY COURSING SHOWN IN SECTION IS APPROXIMATE. REFER TO PLANS AND ELEVATIONS FOR ACTUAL COURSING. COORDINATE ACTUAL COURSING REQUIREMENTS WITH ARCHITECTURAL DRAWINGS.

420.13 AT MASONRY PIERS AND COLUMNS WHERE TIES ARE INDICATED, PROVIDE MULTIPLE TIES SETS AS REQUIRED, MATCHING THE SIZE AND SPACING INDICATED, TO MEET THE TIE REQUIREMENTS PER ACI 530 FOR BAR CONFINEMENT AND LATERAL SUPPORT.

510. STRUCTURAL STEEL

510.1 ALL STRUCTURAL STEEL WORK SHALL BE IN ACCORDANCE WITH ANSI/AISC 360-05 - "SPECIFICATION FOR STRUCTURAL STEEL BUILDINGS." LOADS, FORCES AND MOMENTS INDICATED ARE SERVICE LEVEL AND ARE INTENDED FOR USE WITH THE ALLOWABLE STRENGTH DESIGN PROVISIONS OF THE CODE.

510.2 GRADE OF STEEL

- A. STEEL TUBES (HSS SHAPES) ASTM A500, GRADE B
B. PLATES AND BARS ASTM A36

510.3 GALVANIZED STRUCTURAL STEEL

- A. STRUCTURAL SHAPES AND RODS ASTM A123
B. BOLTS, FASTENERS AND HARDWARE ASTM F2329

510.4 ALL BOLTED CONNECTIONS SHALL CONFORM TO THE REQUIREMENTS OF THE RESEARCH COUNCIL ON STRUCTURAL CONNECTIONS (RCS) "SPECIFICATION FOR STRUCTURAL JOINTS USING HIGH-STRENGTH BOLTS" (LATEST EDITION).

510.5 ALL BOLTS SHALL BE ASTM A325, TYPE 1, 3/4" DIAMETER MINIMUM, UNLESS OTHERWISE NOTED.

510.6 ALL WELDING SHALL BE IN ACCORDANCE WITH THE STRUCTURAL WELDING CODE, AWS D1.1, LATEST EDITION, OF THE AMERICAN WELDING SOCIETY. ELECTRODES SHALL BE E70XX FOR MANUAL ARC WELDING AND F7X-EXXX FOR SUBMERGED ARC WELDING.

510.7 ALL STRUCTURAL STEEL FRAMES SHALL BE SECURELY BRACED UNTIL ALL FLOOR SLABS, ROOF DECKS, AND SHEAR WALLS HAVE BEEN INSTALLED AND BECOME CAPABLE OF STABILIZING THE FRAMES.

510.8 ALL STRUCTURAL STEEL SHALL BE HOT-DIP GALVANIZED IN ACCORDANCE WITH THE GENERAL NOTES.

510.9 LEVELING GROUT SHALL BE NON-SHRINK, NON-METALLIC TYPE, FACTORY PRE-MIXED GROUT TESTED IN ACCORDANCE WITH CSI-CRD-C621 OR ASTM C109, WITH f'ac OF NOT LESS THAN 5000 PSI.

510.10 ALL ANCHOR BOLTS SHALL BE ASTM A36 OR ASTM F1554, GRADE 36 AND A MINIMUM 3/4" DIAMETER WITH A MINIMUM CONCRETE EMBEDMENT OF 9" UNLESS NOTED OTHERWISE.

610. STRUCTURAL LUMBER

610.1 ALL STRUCTURAL LUMBER WORK SHALL BE IN ACCORDANCE WITH THE "NATIONAL DESIGN SPECIFICATION FOR WOOD CONSTRUCTION" (NDS - LATEST EDITION) PUBLISHED BY THE AMERICAN WOOD COUNCIL.

610.2 ALL STRUCTURAL LUMBER SHALL BE AS A MINIMUM NO. 2 GRADE DOUGLAS FIR-LARCH, OR SOUTHERN PINE AND SHALL HAVE AT LEAST THE FOLLOWING MINIMUM ALLOWABLE DESIGN STRESSES AND MODULUS OF ELASTICITY AT A MAXIMUM MOISTURE CONTENT OF 19%:

- A. Fb (BENDING) 1,200 PSI
B. Fv (SHEAR) 175 PSI
C. Fc (COMPRESSION) 1,550 PSI
D. Ft (TENSION) 650 PSI
E. E 1,600,000 PSI

610.3 ALL LUMBER SHALL COMPLY WITH PS 20 "AMERICAN SOFTWOOD LUMBER STANDARD" AND WITH THE APPLICABLE RULE OF INSPECTION AGENCIES CERTIFIED BY AMERICAN LUMBER STANDARD, FACTORY-MARK EACH PIECE OF LUMBER WITH GRADE STAMP OF INSPECTION AGENCY EVIDENCING COMPLIANCE WITH GRADING RULE REQUIREMENTS.

610.4 STRUCTURAL STEEL PLATES, ANGLES, ETC., SHALL BE ASTM A36. CONTRACTOR TO SUBMIT SHOP DRAWINGS ON ALL MISCELLANEOUS METALS FOR REVIEW BY STRUCTURAL ENGINEER.

610.5 ALL BOLTS SHALL BE 3/4" DIAMETER ASTM A307 UNLESS NOTED OTHERWISE WITH 2 WASHERS PER BOLT UNLESS OTHERWISE NOTED.

610.6 EXTERIOR STUD WALLS SHALL BE CONTINUOUSLY BRIDGED AT MID-HEIGHT WITH WOOD BLOCKING. EACH EXTERIOR STUD SHALL BE FASTENED TO THE SILL PLATE AND TOP PLATE WITH EITHER (4) 10d TOE NAILS OR (2) 16d END NAILS AND (2) 10d TOE NAILS.

610.7 ALL GABLE END WALLS SHALL BE BALLOON FRAMED.

610.8 PROVIDE CONTINUOUS DOUBLE 2X TOP PLATE TYPICAL AT ALL WOOD STUD WALLS. SPLICES IN TOP PLATE PLYS SHALL BE MADE OVER STUDS. PROVIDE CONTINUOUS SINGLE 2X BOTTOM PLATE AT ALL WOOD STUD WALLS. BOTTOM PLATES IN CONTACT WITH CONCRETE OR MASONRY SHALL BE PRESERVATIVE TREATED UNLESS NOTED OTHERWISE.

610.9 NO CUTS, HOLES, OR COPES REQUIRED FOR OTHER TRADES IN STRUCTURAL WOOD FRAMING WILL BE PERMITTED WITHOUT PRIOR REVIEW AND APPROVAL OF ENGINEER AND ARCHITECT.

610.10 ONE ROW OF BRIDGING SHALL BE PROVIDED AT CENTER LINE OF JOIST SPANS OVER B'-D" OR AS INDICATED ON THE DRAWINGS.

610.11 PRESSURE TREAT WITH WATER-BORNE PRESERVATIVES ALL LUMBER FOR SILL PLATES AND OTHER WOOD WHICH MAY BE EXPOSED TO WEATHER OR EARTH. PRESERVATIVE TREATMENT SHALL COMPLY WITH REQUIREMENTS OF AWPA STANDARDS C2 AND LP-22.

610.12 PROVIDE NAILING PATTERN IN COMPLIANCE WITH THE DESIGN BUILDING CODE'S RECOMMENDED FASTENING SCHEDULE WHEN JOINING TWO OR MORE FRAMING MEMBERS.

620. PLYWOOD SHEATHING

620.1 FURNISH PANELS THAT ARE EACH FACTORY MARKED WITH A CERTIFICATION STAMP EVIDENCING COMPLIANCE WITH GRADE AND SPAN RATING REQUIREMENTS. THE CENTER-TO-CENTER SPACING IN INCHES SHALL NOT EXCEED THE SPAN RATING STAMPED ON THE PANELS. INSTALLATION OF THE PANELS SHALL BE IN ACCORDANCE WITH THE RECOMMENDATIONS OF THE APA.

620.2 PANELS SHALL COMPLY WITH USDOC PS-1 AND APA PRP-108 AND SHALL MEET THE FOLLOWING REQUIREMENTS:

- A. FLOORING:
1. MIN. THICKNESS = 3/4"
2. BOND CLASSIFICATION = EXPOSURE 1
3. GRADE = APA RATED SHEATHING
4. SPAN RATING = AS REQUIRED TO SUIT JOIST/TRUSS SPACING
B. WALL SHEATHING:
1. MIN. THICKNESS = 3/4"
2. BOND CLASSIFICATION = C-DX
3. GRADE = APA RATED SHEATHING
4. SPAN RATING = AS REQUIRED TO SUIT STUD SPACING

- C. ROOF SHEATHING:
1. MIN. THICKNESS = 3/4"
2. BOND CLASSIFICATION = C-DX EXTERIOR
3. GRADE = APA RATED SHEATHING
4. SPAN RATING = AS REQUIRED TO SUIT JOIST/TRUSS SPACING

620.3 ALL PANELS WHICH HAVE ANY EDGE OR FACE PERMANENTLY EXPOSED TO THE WEATHER SHALL BE CLASSIFIED EXTERIOR, EXCEPT OPEN SOFFITS OR ROOF SHEATHING EXPOSED ON THE UNDERSIDE MAY BE CLASSIFIED EXPOSURE 1.

620.4 ALL FLOOR AND ROOF PANELS SHALL HAVE THE END JOINTS LOCATED OVER SUPPORTS AND SHALL HAVE THE ROWS STAGGERED ONE HALF PANEL LENGTH FROM ADJACENT PANELS. PROVIDE 1/8" SPACE AT PANEL ENDS AND EDGES.

620.5 ALL WALL PANELS SHALL HAVE THE END JOINTS LOCATED OVER SUPPORTS.

620.6 ALL PANELS INSTALLED IN FLOORS SHALL HAVE TONGUE-AND-GROOVE EDGES.

620.7 ALL ROOF STRUCTURAL PANELS SHALL BE NAILED WITH 8D SPIRAL OR RING SHANK NAILS AT 8" ON CENTER AT INTERMEDIATE SUPPORTS AND 6" O.C. AT ALL ENDS, EDGES, AND BLOCKING. PROVIDE MINIMUM 2X6 BLOCKING AT ALL RIDGES, HIPS, VALLEYS, EAVES AND UNSUPPORTED PLYWOOD PANEL EDGES.

620.8 ALL WALL STRUCTURAL PANELS SHALL BE NAILED WITH 8D COMMON NAILS AT 8" ON CENTER INTERMEDIATE SUPPORTS AND 6" ON CENTER AT ALL PANEL ENDS, EDGES, AND BLOCKING OR AS INDICATED ON THE SHEAR WALL ELEVATION. PROVIDE 2X BLOCKING AT MID-HEIGHT OF STUDS IN ALL LOAD-BEARING WALLS. IN EXTERIOR WALLS, PROVIDE 2X BLOCKING AT ALL JOINTS IN WALL SHEATHING.

620.9 ALL FLOOR STRUCTURAL PANELS SHALL BE NAILED WITH 8D COMMON NAILS AT 6" ON CENTER AT ALL ENDS AND EDGES AND AT 12" ON CENTER AT ALL INTERMEDIATE SUPPORTS.

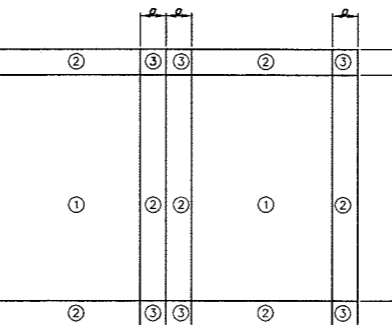
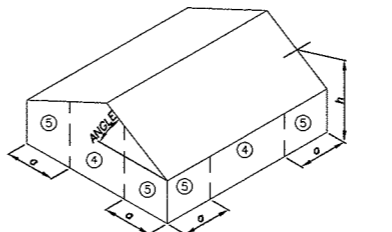
620.10 PROVIDE MINIMUM 2X4 EDGE BLOCKING AT ALL HORIZONTAL STRUCTURAL PANEL JOINTS FOR A DISTANCE OF 4'-0" FROM ALL GABLE END WALLS. ALL STRUCTURAL ROOF PANELS SHALL BE NAILED WITH 8D SPIRAL OR RING SHANK NAILS AT 6" ON CENTER AT ALL ENDS, EDGES, AND INTERMEDIATE SUPPORTS IN THOSE AREAS.

620.11 ALL PLYWOOD PANELS SHALL COMPLY WITH THE WIND UPLIFT REQUIREMENTS OF NMS19 FOR FULLY-WIND-RESISTIVE ROOF ASSEMBLIES COMPLYING WITH UL CLASS 90 CLASSIFICATION.

COMPONENTS AND CLADDING WIND LOADS FOR EXPOSURE C

Table with 3 columns: ZONE, EFFECTIVE WIND AREA (FT^2), PUIW WIND PRESSURES. Rows for zones 1-5 and wind areas 10.0, 20.0, 50.0, 100.0.

NOTES: 1. TABULATED COMPONENT AND CLADDING PRESSURES (PUIW) HAVE BEEN CALCULATED IN ACCORDANCE WITH THE DESIGN BUILDING CODE PER NOTE 100.1 BASED ON ULTIMATE DESIGN WIND SPEED (Vult) PER NOTE 100.3A AND SHOULD BE USED IN CONJUNCTION WITH ASCE 7-10 LOAD COMBINATIONS. TABULATED PRESSURES CAN BE CONVERTED TO NOMINAL VALUES BY MULTIPLYING BY 0.6.



COMPONENTS AND CLADDING WIND PRESSURE DIAGRAM

alpha = 3'-0"

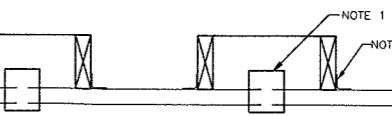
COMPONENTS AND CLADDING WIND LOADS FOR EXPOSURE C

Table with 3 columns: ZONE, EFFECTIVE WIND AREA (FT^2), PUIW WIND PRESSURES. Rows for zones 1-5 and wind areas 10.0, 20.0, 50.0, 100.0.

NOTES: 1. TABULATED COMPONENT AND CLADDING PRESSURES (PUIW) HAVE BEEN CALCULATED IN ACCORDANCE WITH THE DESIGN BUILDING CODE PER NOTE 100.1 BASED ON ULTIMATE DESIGN WIND SPEED (Vult) PER NOTE 100.3A AND SHOULD BE USED IN CONJUNCTION WITH ASCE 7-10 LOAD COMBINATIONS. TABULATED PRESSURES CAN BE CONVERTED TO NOMINAL VALUES BY MULTIPLYING BY 0.6.

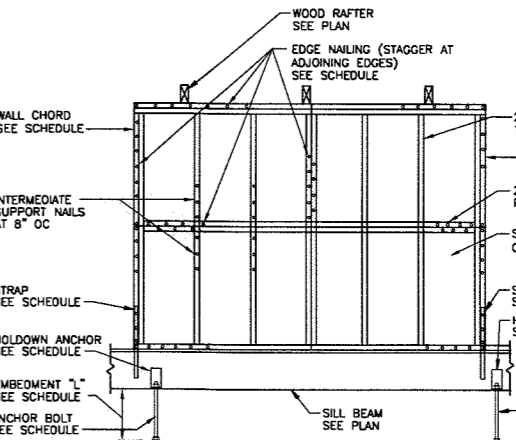
SHEAR WALL SCHEDULE

Table with 6 columns: WALL, EDGE NAILING, WALL CHORD, HOLD-DOWNS (ANCHOR, STRAP, ANCHOR BOLT), and dimensions.



TYPICAL RAFTER BLOCKING

- 1. BLOCKING SHALL BE PROVIDED AT EVERY OTHER ROOF RAFTER BAY. BLOCKING MAY BE ATTACHED TO TOP PLATE WITH SIMPSON A35 OR RBC CLIP.
2. PROVIDE A SIMPSON TYPE A34 AT EACH ROOF FRAMING MEMBER.
3. RAFTER UPLIFT CONNECTION NOT SHOWN FOR CLARITY.
4. PLYWOOD WALL AND ROOF SHEATHING SHALL BE NAILED TO THE BLOCKING PER THE TYPICAL ATTACHMENT PATTERN.



TYPICAL SHEAR WALL ELEVATION

- SCALE: NTS
NOTES:
1. PLYWOOD SHEATHING SHALL BE PLACED WITH FACE GRAIN ACROSS STUDS. SHEATHING ON SINGLE FACE OF WALL UNO.
2. INTERMEDIATE SUPPORT NAIL SIZE TO MATCH NAILS AT EDGES. MAXIMUM SPACING SHALL BE 8" OC
3. EDGE NAILING APPLIES TO ALL PLYWOOD EDGES.
4. PROVIDE TWO HOLD-DOWN ANCHORS AT PILES SUPPORTING TWO SHEAR WALLS.

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Bender & Associates ARCHITECTS p.c.

Project No: 1013
STRUCTURAL NOTES
Date: 4/1/13

A8
8 OF 9

DIVISION 1 - GENERAL REQUIREMENTS

- 1. The general conditions of the Contract for Construction, AIA Document A201, are a part of this project.
2. All work shall be in strict conformity with the Florida Building Code, latest edition, and with all applicable laws, codes, and ordinances of the City, County, State, utility companies and any other governing agencies.
3. The Contractor work includes all material, equipment, tools, labor and services necessary for the completion of the project.
4. The Contractor shall procure and pay for all necessary building permits and for inspection services of local authorities where required by law.
5. Notify all utility companies prior to excavation for location of underground utilities, and/or protection or removal of overhead power lines and poles.
6. Provide safety barricades, signals, fences, etc., as required for the safe execution of the work and compliance with local laws.
7. The observation of the Contract work shall be done by the person listed in the Contract agreement as the Architect.
8. Provide temporary services and utilities:
8.1. Water (potable and non-potable).
8.2. Sewer sediment.
8.3. Power.
8.4. Metering.
8.5. Telephone.
8.6. On renovation work where existing electric and water meters will remain without interruption or service, other than short periods of transfer or meters, the owner will continue to pay those utility bills.

- 9. Materials and Labor
9.1. Submit samples to the Architect for approval of color where required.
9.2. All work shall be performed in the best and most professional manner by mechanics skilled in their respective trades.
9.3. Where brand names or manufacturers names appear, they are used to establish a quality of material and/or process.
9.4. All trades shall guarantee all work to be free of defects in materials or workmanship for a period of one (1) year from the date of final acceptance.
9.5. Apply, install, connect, erect, clean, condition, and use all manufactured articles in accordance with the manufacturer's instructions and as shown on the drawings.
10. Performance
10.1. By submitting a bid, the bidder agrees and warrants that he has examined the drawings and specifications and found that they are adequate for the proper completion of the project.
10.2. No claims for any extra charges will be allowed because of alleged impossibilities due to inadequate drawings or specifications.
10.3. The Contractor shall be responsible for verifying field measurements before ordering materials and prefabricated items.
11. Payments
11.1. Immediately after execution of the Contract, the Contractor shall submit for approval a breakdown of the Contract sum.
11.2. Use AIA Document G-702/G-703 for payment applications.
11.3. Unless explicitly stipulated differently in the Contract Agreement, the Contractor shall receive payments monthly, based on the work completed and the evaluation in accordance with the approved breakdown.
12. Insurance
12.1. The Contractor shall carry Workmen's Compensation Insurance to the extent required by law and shall maintain such insurance in full force during the entire term of this contract.
12.2. The Contractor shall carry comprehensive General and Automotive Liability Insurance of \$100,000 to \$300,000 (minimum) and Property Damage Insurance of \$50,000 (minimum).
13. Completion
13.1. All work shall be substantially completed at a time stipulated in the Contract Agreement or in time extended for justifiable delays, if any.
13.2. A building or any other work shall be considered substantially completed when ninety-five percent (95%) of the work is done and the building is ready for occupancy or the premises for use.

- DIVISION 2 - SITE WORK
1. Scope: Demolition, excavation, filling and back filling, base course for building slabs and sidewalks, finish grading, and plantings.
2. Related Work Specified Elsewhere: Concrete, masonry, moisture protection.
3. Demolition
3.1. Demolition will be as indicated on the drawings.
3.2. Removal and replacement of power poles and/or equipment will be by the appropriate utility companies.
4. Excavation:
4.1. Excavate for footings, slabs, etc. as indicated on the drawings and as required for completion of the project.
4.2. All work shall be done in a safe and cautious manner in order to avoid accidents and property damage.
5. Filling and Backfilling:
5.1. Fill all areas as indicated on the drawings or as necessitated in the normal course of the work.
5.2. Backfill against foundations and slab edges with native soils free of organic material or debris.
5.3. Utility trenches shall be proper width for laying pipe.
5.4. Compact all backfill to 95% of existing maximum density in 12" lifts.
5.5. Excavated material not suitable or required for back filling shall be redistributed on site or removed, as directed by the Architect.
6. Backfilling for Slabs and Walks:
6.1. Aggregate base material of 1" or less in size uniformly distributed with coarse and fines.
6.2. All aggregate base courses shall be 4" minimum thickness after compaction unless otherwise specified.
7. Finish Grading:
7.1. Slope all grades away from the buildings.
7.2. All graded areas to be graded in uniform slopes, free from ridges and mounds.
7.3. Asphalt concrete paving.
7.4. Provide compacted base as appropriate to site and local conditions; Lime Rock or other D.O.T. acceptable material composed to 95% of ASTM D-1557.
8. CONCRETE
8.1. Scope: Complete installation of plain and reinforced concrete work of the entire project including foundations, walls, slabs on grade, precast floor joists, and other concrete work to complete the project as shown on drawings, and called for in these specifications.
8.2. Related Work Specified Elsewhere: Furnishing and installing all reinforcing steel, welded wire fabric, dowels, ties, and anchors, etc. as indicated on drawings and otherwise required by the work.
8.3. Description: Concrete shall consist of Portland cement, fine and coarse aggregate, proportioned and mixed, reinforced, placed and finished as indicated and specified.
8.4. Footings and 6" for slabs on grade.
8.5. Maximum slump for structural columns, beams and slabs shall be 4".
8.6. Maximum slump for slabs on grade.
8.7. Maximum slump for structural columns, beams and slabs shall be 4".
8.8. Maximum slump for slabs on grade.

- 9. Materials and Labor
9.1. Submit samples to the Architect for approval of color where required.
9.2. All work shall be performed in the best and most professional manner by mechanics skilled in their respective trades.
9.3. Where brand names or manufacturers names appear, they are used to establish a quality of material and/or process.
9.4. All trades shall guarantee all work to be free of defects in materials or workmanship for a period of one (1) year from the date of final acceptance.
9.5. Apply, install, connect, erect, clean, condition, and use all manufactured articles in accordance with the manufacturer's instructions and as shown on the drawings.
10. Performance
10.1. By submitting a bid, the bidder agrees and warrants that he has examined the drawings and specifications and found that they are adequate for the proper completion of the project.
10.2. No claims for any extra charges will be allowed because of alleged impossibilities due to inadequate drawings or specifications.
10.3. The Contractor shall be responsible for verifying field measurements before ordering materials and prefabricated items.
11. Payments
11.1. Immediately after execution of the Contract, the Contractor shall submit for approval a breakdown of the Contract sum.
11.2. Use AIA Document G-702/G-703 for payment applications.
11.3. Unless explicitly stipulated differently in the Contract Agreement, the Contractor shall receive payments monthly, based on the work completed and the evaluation in accordance with the approved breakdown.
12. Insurance
12.1. The Contractor shall carry Workmen's Compensation Insurance to the extent required by law and shall maintain such insurance in full force during the entire term of this contract.
12.2. The Contractor shall carry comprehensive General and Automotive Liability Insurance of \$100,000 to \$300,000 (minimum) and Property Damage Insurance of \$50,000 (minimum).
13. Completion
13.1. All work shall be substantially completed at a time stipulated in the Contract Agreement or in time extended for justifiable delays, if any.
13.2. A building or any other work shall be considered substantially completed when ninety-five percent (95%) of the work is done and the building is ready for occupancy or the premises for use.

- DIVISION 3 - CONCRETE
1. Scope: Complete installation of plain and reinforced concrete work of the entire project including foundations, walls, slabs on grade, precast floor joists, and other concrete work to complete the project as shown on drawings, and called for in these specifications.
2. Related Work Specified Elsewhere: Furnishing and installing all reinforcing steel, welded wire fabric, dowels, ties, and anchors, etc. as indicated on drawings and otherwise required by the work.
3. Description: Concrete shall consist of Portland cement, fine and coarse aggregate, proportioned and mixed, reinforced, placed and finished as indicated and specified.
3.1. Footings and 6" for slabs on grade.
3.2. Maximum slump for structural columns, beams and slabs shall be 4".
3.3. Maximum slump for slabs on grade.
3.4. Maximum slump for structural columns, beams and slabs shall be 4".
3.5. Maximum slump for slabs on grade.
4. Materials:
4.1. Portland cement - ASTM C-150
4.2. Reinforcing steel - Type I/II ASTM A-615 GRADE 60
4.3. Welded wire fabric - ASTM A-185
4.4. Coarse aggregate shall be clean crushed stone or natural gravel conforming to ASTM C-33, and not larger than 3/4" for slabs or 1 1/2" for foundations.
4.5. Fine aggregate shall be washed natural sand, without clay content, of strong sharp particles.
4.6. Water shall be potable.
4.7. Accessories shall be hot dipped galvanized bar supports, etc. manufactured for use in concrete.
4.8. Joint filler shall be pre-molded expansion joint filler, 1/2" thick, unless otherwise stated on the drawings, asphalt impregnated fibers conforming to ASTM D-994.
5. General Requirements:
5.1. Material and workmanship shall conform to "Building Code Requirements for Reinforced Concrete" (ACI 318).
5.2. Do not use deteriorated or damaged material for concrete.
5.3. No admixtures shall be used without prior approval of the Architect.
5.4. Mechanically vibrate all concrete in place with experienced workmen.
5.5. Cure slabs with an approved liquid curing compound and sealing agent, applied in accordance with the manufacturer's recommendations.
5.6. Concrete pours shall be as scheduled and completed so that no unsafe structural conditions or unsightly finish will result.
5.7. Scheduling and location of pours shall be brought to the attention of the Architect, at least 24 hours prior to placing concrete.
5.8. Concrete shall be delivered to the place of pouring by trucks or carts and poured through troughs or chutes.
5.9. Any fall segregating the coarse aggregate from the mix shall be avoided.
5.10. Reinforcing steel shall be furnished and placement of reinforcing steel shall comply with current ACI standards.
5.11. Bars shall be placed in accordance with the drawings and securely tied in its precise position at all points where the drawings are placed in accordance with related drawings and securely tied in its precise position at all points where the drawings are placed in accordance with related drawings and securely tied in its precise position at all points where the drawings are placed in accordance with related drawings.
5.12. Bars shall be placed in accordance with the drawings and securely tied in its precise position at all points where the drawings are placed in accordance with related drawings and securely tied in its precise position at all points where the drawings are placed in accordance with related drawings.
6. Concrete Finishes:
6.1. Finished floor slab surfaces shall be plane surfaces as shown on the drawings.
6.2. Concrete slabs shall be screeded with a straight edge, floated to the required level, and steel troweled to a smooth hand finish.
6.3. Concrete floors shall be checked for trueness with an 8 foot straight edge.
6.4. Concrete floors shall be finished with more than 1/4" shall be required in a manner satisfactory to the Architect.
7. After construction is completed, thoroughly clean all exposed floors with soap and water.
8. Control joints shall be formed as indicated on drawings, or formed with metal keyway to remain in the slab.

- DIVISION 4 - MASONRY
1. Scope: Furnish and install all labor, materials, equipment and service necessary to complete all masonry work as indicated or specified.
2. Related Work Specified Elsewhere: Masonry wall insulating fill, face caulking of control joints.
3. Materials: Concrete masonry units shall conform to ASTM C-90, Grade U-1, F' m = 1500 P.S.I.
3.1. Masonry units shall be 8" x 8" x 16" hollow unit masonry, 16" x 8" x 16" column block, and as shown on the drawings.
3.2. Trussed or ladder type horizontal joint reinforcement equal to Dur-O-Wall.
3.3. Mortar shall be type S, 1900 P.S.I. minimum compressive strength.
4. Construction and Workmanship:
4.1. The work shall be done by experienced mechanics, skilled in their trade, in a first class manner.
4.2. The contractor shall be responsible for quality of workmanship and for compliance with the design and specifications.
4.3. Transport and handle all masonry units in such manner as to prevent chipping and breakage.
4.4. Do not lay cracked or otherwise defective units in the wall where exposed to view.
4.5. All joints shall be as indicated on drawings, straight, true, and uniform in thickness to course vertically to 8".
4.6. All masonry shall be as indicated on drawings, straight, true, and uniform in thickness to course vertically to 8".
4.7. Provide all openings in masonry walls where required or indicated.
4.8. Clean all finished masonry walls for a neat, clean and finished appearance, if exposed to view.
4.9. Install horizontal joint reinforcement in wall joints at 16" on center vertically.
5. DIVISION 5 - STRUCTURAL AND MISCELLANEOUS STEEL:
5.1. Scope: Furnish and install all steel lintels, clip angles, anchor bolts and other steel items as indicated on drawings or otherwise specified.
5.2. Related Work Specified Elsewhere: Reinforcing Steel
5.3. General Requirements:
5.3.1 Structural Steel Plates - ASTM A-36
5.3.2 Structural Steel Tubes - ASTM A-500 Grade B
5.3.3 Structural Bolt - ASTM A-325
5.3.4 Anchor Bolts - ASTM A-307
5.3.5 Any welding shall be performed by certified welders.
5.3.6 All steel items shall be hot dip galvanized, prior to delivery to the site, or stainless steel.
5.3.7 All work shall be properly aligned, plumb, level and true, and shall be in the precise location as indicated on the drawings.
5.4. Construction and Workmanship:
5.4.1 All work shall be braced, plumbed and leveled.
5.4.2 All millwork shall be carefully erected with light filling joints, carefully cut and secured.
5.4.3 All carpentry work shall conform to Chapter 17 of the Standard Building Code, latest edition.
5.4.4 Provide x-bracing or solid blocking at center line of all framing members over eight feet in length.
5.4.5 All plywood with edges over framing members.
5.4.6 Intermediate framing members.
5.4.7 Slagger plywood joists.
5.5. DIVISION 7 - MOISTURE PROTECTION
5.5.1. Scope: Roofing, sheet metal, caulking, insulation.

- 2. Related Work Specified Elsewhere: Concrete, masonry, filling and backfilling, doors and windows.
3. Materials:
3.1. The Contractor shall submit samples of materials for approval to the Architect as called for.
3.2. All materials shall be delivered bearing the manufacturer's name and brand.
3.3. All flashing, counter-flashing, reglets, etc., shall be galvanized with factory applied paint, or stainless steel where shown on drawings.
3.4. Substrate waterproofing shall be drip, epoxy, as detailed.
3.5. Caulking or sealant shall be DAP Gold Label Butyl-Flex caulking compound or equal.
3.6. Bolt insulation shall be minimum R-19 (or as called for in the drawings) at ceilings and walls or vertical planes (except as shown on drawings).
3.7. All insulation shall have a vapor barrier on one side, applied to the room side of walls or ceilings.
3.8. All insulation shall be equal to Celotex Ebrond Polyisocyanurate closed cell foam insul with aluminum foil facing on one side.
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- 2. Related Work Specified Elsewhere: Concrete, masonry, filling and backfilling, doors and windows.
3. Materials:
3.1. The Contractor shall submit samples of materials for approval to the Architect as called for.
3.2. All materials shall be delivered bearing the manufacturer's name and brand.
3.3. All flashing, counter-flashing, reglets, etc., shall be galvanized with factory applied paint, or stainless steel where shown on drawings.
3.4. Substrate waterproofing shall be drip, epoxy, as detailed.
3.5. Caulking or sealant shall be DAP Gold Label Butyl-Flex caulking compound or equal.
3.6. Bolt insulation shall be minimum R-19 (or as called for in the drawings) at ceilings and walls or vertical planes (except as shown on drawings).
3.7. All insulation shall have a vapor barrier on one side, applied to the room side of walls or ceilings.
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3.34.

STORMWATER RETENTION CALCULATIONS:  
 LOT AREA: 12,286 S.F.  
 NEW IMPERVIOUS AREA: 949 S.F.  
 NEW IMPERVIOUS PERCENTAGE: 7.7%  
 RAINFALL: 1.00"

IMPERVIOUS AREA BREAKDOWN (IN SQUARE FEET):

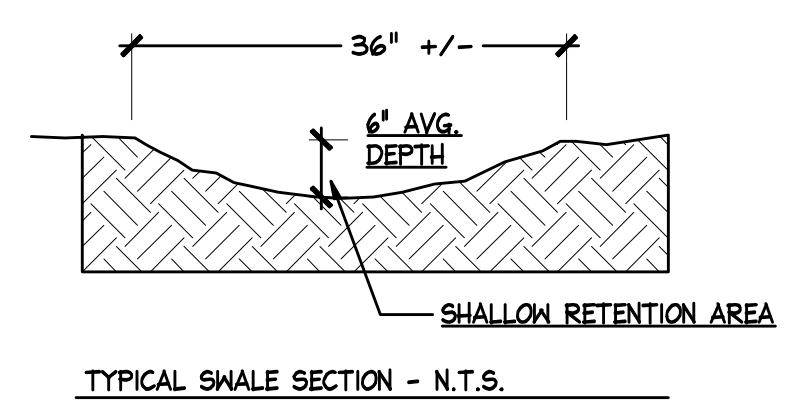
EXISTING MAIN RESIDENCE (WITH PORCHES)	2,200 S.F.
EXISTING GUEST HOUSE (WITH PORCHES)	570 S.F.
EXISTING GYM (WITH PORCHES)	210 S.F.
EXISTING POOLS	462 S.F.
EXISTING CORAL WALKWAYS AND PATIOS	1,250 S.F.
EXISTING BRICK DRIVEWAY AND WALKWAYS	210 S.F.
EXISTING EQUIPMENT PADS	55 S.F.
NEW POOL HOUSE	729 S.F.
NEW PLANTER WALLS	20 S.F.
NEW CORAL WALKWAYS	200 S.F.

TOTAL NEW IMPERVIOUS AREA IN SQUARE FEET: 949 S.F.  
 CUBIC FEET REQUIRED: (IMPERVIOUS AREA X RAINFALL / 12): 79 CUBIC FEET

CUBIC FEET SUPPLIED: (S.F. RETENTION - LANDSCAPE DISPLACEMENT X AVG. DEPTH IN FEET): 80 CUBIC FEET

GROSS SQUARE FOOTAGE OF RETENTION AREA: 160 S.F.  
 DISPLACEMENT OF TREE AND PALM TRUNKS: -5 S.F.  
 DISPLACEMENT OF SHRUBS AND GROUNDCOVERS: -5 S.F.

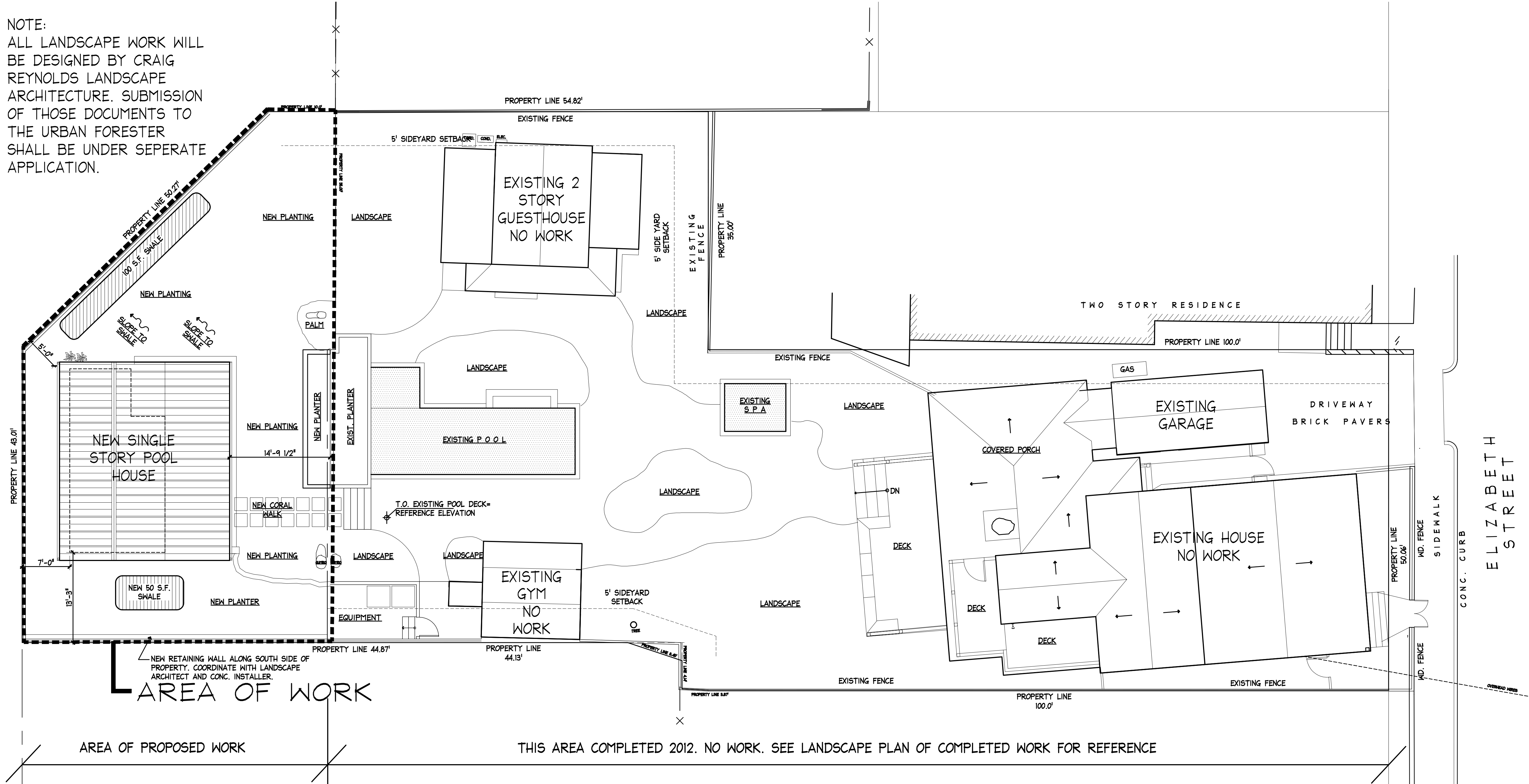
NET SQUARE FOOTAGE OF RETENTION AREA: 150 S.F.  
 AVERAGE DEPTH OF RETENTION AREA: 5 FEET (6 INCHES)



416 ELIZABETH IMPERVIOUS SURFACE ANALYSIS:

	EXISTING	PROPOSED
LOT AREA	8,620 S.F.	12,286 S.F.
MAIN RESIDENCE, GYM, POOL HOUSES	2,980 S.F.	3,709 S.F.
POOLS	462 S.F.	462 S.F.
WALLS	60 S.F.	80 S.F.
DECKING	1,000 S.F.	1,000 S.F.
BRICK DRIVE AND WALKS	210 S.F.	410 S.F.
A/C, GAS, POOL SPA EQUIP PADS	30 S.F.	30 S.F.
TOTALS:	4742 S.F.	5691 S.F.
% IMPERVIOUS (60% ALLOWED)	55.0%	46.3% S.F.

NOTE:  
 ALL LANDSCAPE WORK WILL BE DESIGNED BY CRAIG REYNOLDS LANDSCAPE ARCHITECTURE. SUBMISSION OF THOSE DOCUMENTS TO THE URBAN FORESTER SHALL BE UNDER SEPERATE APPLICATION.



AREA OF WORK

AREA OF PROPOSED WORK

THIS AREA COMPLETED 2012. NO WORK. SEE LANDSCAPE PLAN OF COMPLETED WORK FOR REFERENCE

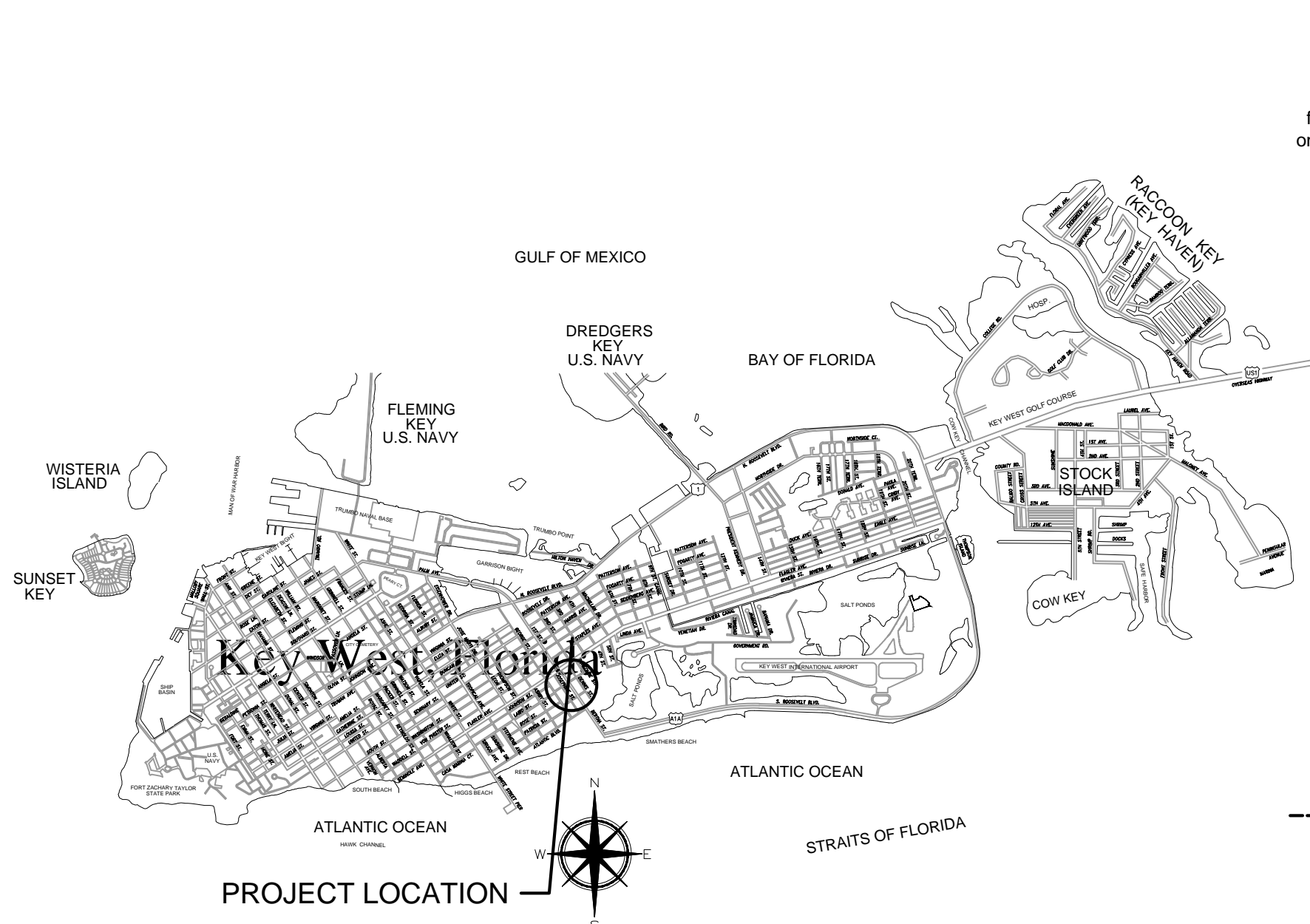
DAY RESIDENCE - POOL HOUSE  
 416 ELIZABETH STREET  
 KEY WEST, FL

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

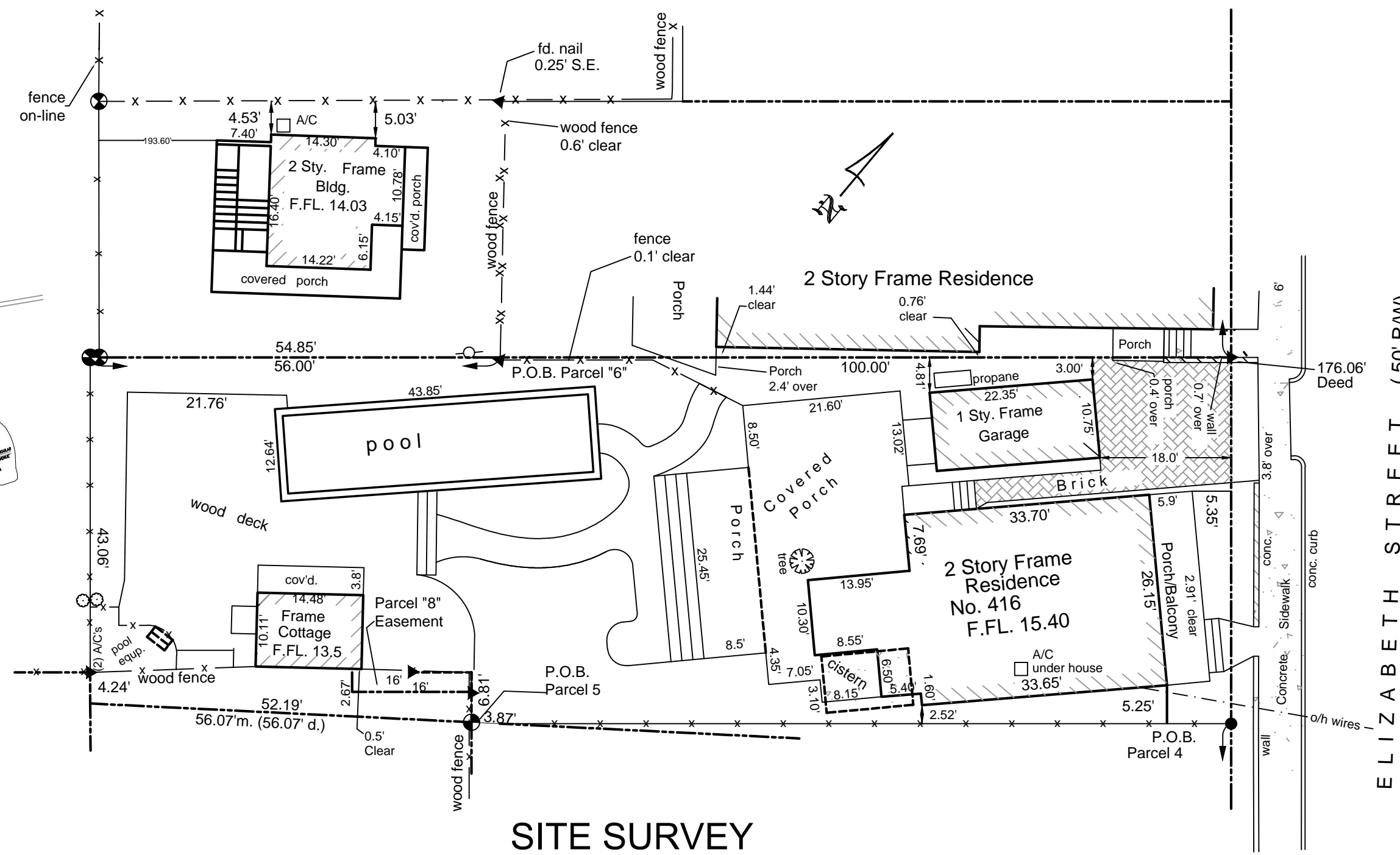
Bender & Associates  
 ARCHITECTS  
 p.a.

Project No: 1013  
 SITEPLAN  
 SURVEY  
 PROJECT STATS  
 Date: 4/13



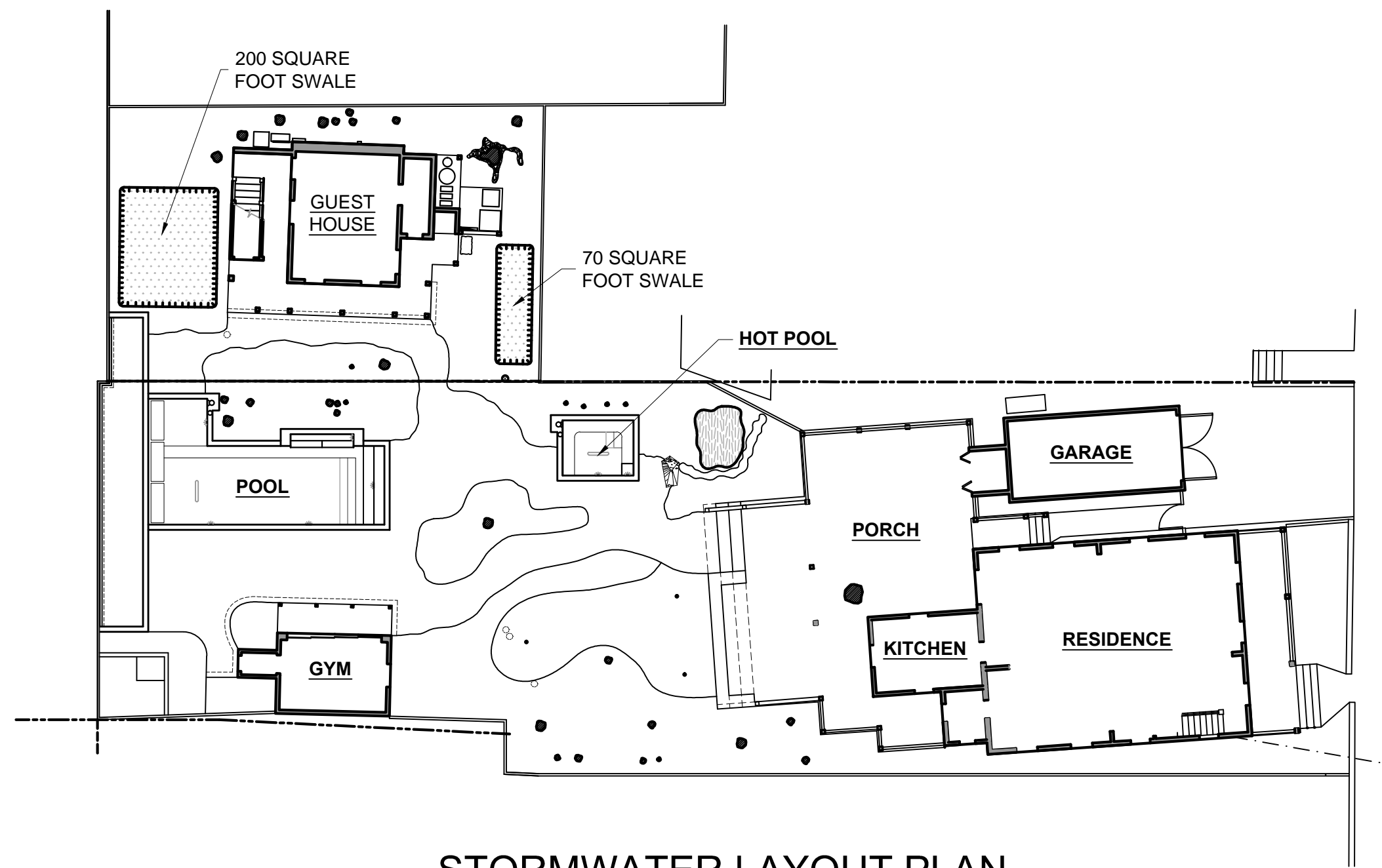


LOCATION MAP



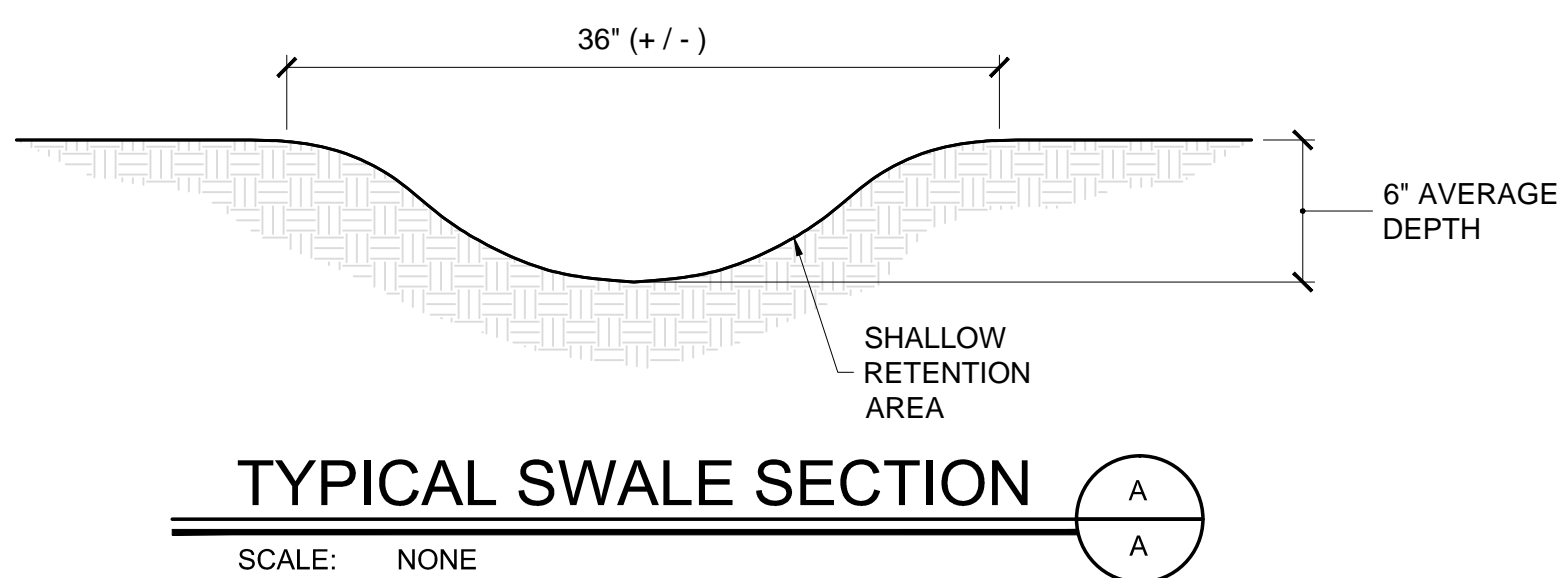
SITE SURVEY

SCALE: NONE



STORMWATER LAYOUT PLAN

SCALE: 1/16" = 1'-0"



TYPICAL SWALE SECTION

SCALE: NONE

STORMWATER RETENTION CALCULATIONS	
Lot Area	8,620 s.f.
NEW Impervious Area	1,552 s.f.
% NEW Impervious	18%
Rainfall	1.00 "
Impervious area breakdown (in square feet):	
EXISTING Main Residence (including porches)	2,200 s.f.
EXISTING Guest House (including porches)	570 s.f.
EXISTING Gym (including porche)	210 s.f.
EXISTING Pool	326 s.f.
EXISTING coral walkways and patios	250 s.f.
EXISTING brick driveway and walkways (reduced s.f.)	210 s.f.
EXISTING equipment pads	25 s.f.
New pool	372 s.f.
New hot pool	90 s.f.
New walls	60 s.f.
New equipment pads	30 s.f.
New coral walkways and patios	1000 s.f.
<b>Total NEW Impervious Area in square feet:</b>	<b>1,552 s.f. *</b>
<b>Cubic Feet Required = ((NEW Impervious area x rainfall) / 12)</b>	<b>129</b>
* Calculation based on new impervious surface area	
<b>Cubic Feet Supplied = (S.F. retention x avg. depth in feet)</b>	<b>130</b>
Gross square feet of retention area:	270
Displacement of tree and palm trunks	5
Displacement of shrubs and groundcovers	5
Net square feet of retention area:	260
Average depth of retention area:	0.5 feet = 6"

416 Elizabeth Street - Impervious surface analysis		
	EXISTING	PROPOSED
Lot Area	8,620 s.f.	8,620 s.f.
Main residence, gym, and guest house	2,980 s.f.	2,980 s.f.
Pool (s)	326 s.f.	462 s.f.
Walls		60 s.f.
Decking	250 s.f.	1,000 s.f.
Brick drive and walks	210	210 s.f.
A/C, Gas, Pool/Spa equip. pads	25 s.f.	30 s.f.
<b>TOTALS</b>	<b>3,791 s.f.</b>	<b>4,742 s.f.</b>
<b>% Impervious (60% allowed)</b>	<b>44.0%</b>	<b>55.0%</b>

PROJECT NOTES:

GENERAL NOTES:

- ALL CONSTRUCTION TO BE IN ACCORDANCE WITH THE APPROPRIATE SECTIONS OF THE CURRENT LATEST EDITION OF THE FLORIDA BUILDING CODE, CITY OF KEY WEST STANDARDS AND SPECIFICATIONS AND ASCE 7-98. ALL WORK SHALL BE PERFORMED IN STRICT CONFORMANCE WITH THE PLANS, CODES, AND ORDINANCES, MANUFACTURER'S RECOMMENDATIONS, THE ENGINEERING REQUIREMENTS, AND ACCEPTABLE TRADE PRACTICES. IN CASE OF CONFLICT, THE MOST STRINGENT REQUIREMENTS SHALL GOVERN.
- PRIOR TO SUBMITTING A BID, VERIFY ALL EXISTING CONDITIONS AND DIMENSIONS ON THE JOBSITE.
- ALL ELECTRICAL WORK SHALL CONFORM TO THE NATIONAL ELECTRIC CODE AND CITY OF KEY WEST CODE SUPPLEMENT.
- ALL WORK SHALL BE PERFORMED TO THE BEST TRADE STANDARDS. ALL CONSTRUCTION IS TO BE PLUMB, SQUARE, LEVEL, AND FREE OF DEFECTS OR OBTRUSIONS UNLESS OTHERWISE NOTED ON THE PLANS. ALL MATERIAL IS TO BE NEW; ALL WOOD IS TO BE PRESSURE TREATED UNLESS OTHERWISE SPECIFIED ON THE PLANS.
- CONTRACTOR IS RESPONSIBLE FOR LOCATING ALL UTILITIES PRIOR TO DIGGING.
- ALL DEBRIS FROM CONSTRUCTION SHALL BE REMOVED FROM SITE AND DISPOSED OF IN A SAFE MANNER IN ADHERENCE TO ALL APPLICABLE LAWS.
- AFTER COMPLETION OF CONSTRUCTION REMOVE ALL DEBRIS AND CONSTRUCTION EQUIPMENT. RESTORE SITE TO ORIGINAL CONDITION.
- FURNISH A RECEPTACLE ON SITE TO CONTAIN CONSTRUCTION DEBRIS AND MAINTAIN THE SITE IN AN ORDERLY MANNER TO ENSURE PUBLIC SAFETY AND PREVENT BLOWING DEBRIS.
- COMPLY WITH ALL REQUIREMENTS FOR SELECTIVE DEMOLITION AS SPECIFIED, CALLED FOR, OR REVIEWED ON SITE WITH LANDSCAPE ARCHITECT.
- WHERE A CONFLICT OR AMBIGUITY EXISTS ON THE DRAWINGS DURING BIDDING, LAYOUT, AND/OR IMPLEMENTATION, IT IS THE CONTRACTOR'S RESPONSIBILITY TO CEASE WORK ON THE ITEM IN QUESTION AND NOTIFY THE LANDSCAPE ARCHITECT IN A MANNER THAT WILL ALLOW A TIMELY RESOLUTION. NO EXCEPTIONS.
- WHERE A CONFLICT OR AMBIGUITY EXISTS BETWEEN A CONTRACTOR'S UNDERSTANDING OF A CODE AND THE DRAWINGS AND SPECIFICATIONS, IT IS THE CONTRACTOR'S RESPONSIBILITY TO CEASE WORK ON THE ITEM IN QUESTION AND NOTIFY THE LANDSCAPE ARCHITECT IN A MANNER THAT WILL ALLOW A TIMELY RESOLUTION. NO EXCEPTIONS.
- DRAWING SHALL NOT BE SCALED WITHOUT PERMISSION OF THE LANDSCAPE ARCHITECT. WHERE ERRORS OR INCONSISTENCIES EXIST REGARDING DIMENSIONS ON THE DRAWINGS, THE CONTRACTOR SHALL NOTIFY THE LANDSCAPE ARCHITECT FOR A RESOLUTION BEFORE PROCEEDING. CONTRACTORS SHALL NOT DEVIATE FROM THESE PLANS WITHOUT THE PERMISSION OF THE LANDSCAPE ARCHITECT. ANY INFORMATION THAT CANNOT BE OBTAINED FROM DIMENSIONS, DETAILS, OR SCHEDULES SHALL BE COORDINATED WITH THE LANDSCAPE ARCHITECT.
- CONTRACTOR RESPONSIBLE FOR INSTALLING/CREATING SWALES AS SHOWN ON PLANS AND INCLUDE IN REVIEW WITH BUILDING INSPECTORS AS PART OF FINAL INSPECTION AND/OR INSPECTION FOR CERTIFICATE OF OCCUPANCY.

CONCRETE NOTES:

- CONCRETE CONTRACTOR TO INCLUDE PERMITTING, PERMIT FEES, NOTICE OF COMMENCEMENT, INSPECTIONS, ETC. AS PART OF BID.
- ALL CONCRETE WORK TO COMPLY WITH THE 2007 FLORIDA BUILDING CODE AND ASCE 7-05.
- ALL CONCRETE SLABS ON GRADE SHALL BE 3000 PSI IN 28 DAYS.
- CONCRETE SLABS SHALL BE 6" MINIMUM THICKNESS WHERE DESIGNATED AS PARKING AREAS OR AREAS ADJACENT TO PARKING AREAS, E.G. WALKWAYS, TRASH AREA SLABS, ETC., THAT COULD POSSIBLE BE IMPACTED BY AUTOMOBILES. ALL OTHER SLABS ARE TO BE 4" MINIMUM THICKNESS.
- ALL SLABS ARE TO HAVE 6" THICKENED EDGES ON ALL SIDES WITH ONE #5 REBAR CONTINUOUS.
- ALL SLABS, REGARDLESS OF THICKNESS, ARE TO HAVE COMPLETE MAT OF #66 WWM.
- ALL REBAR AND WIRE MESH TO HAVE MINIMUM OF 2" CONCRETE COVER.
- ALL CONCRETE SLABS SHALL BE POURED IN PLACE OVER 4-6" OF WELL COMPACTED CRUSHED LIME ROCK OVER WELL COMPACTED SUB GRADE.
- CONCRETE CONTRACTOR RESPONSIBLE FOR ALL SUB BASE PREPARATION. ANY EXCAVATION IS THE RESPONSIBILITY OF THE CONCRETE CONTRACTOR AND ALL FILL IS TO BE REMOVED FROM SITE AT EXPENSE OF CONTRACTOR.
- LAYOUT OF ALL CONCRETE SLABS SHALL BE APPROVED PRIOR TO IMPLEMENTATION BY PROJECT LANDSCAPE ARCHITECT.
- ALL CONCRETE WORK, APRONS, DRIVEWAY APPROACHES, SIDEWALKS, ETC. TO BE CONSTRUCTED ON CITY OR COUNTY PROPERTY ARE TO COMPLY WITH APPLICABLE CITY AND/OR COUNTY CODES AND ALL ADA REGULATIONS.
- CURB RAMPS ARE TO COMPLY WITH APPLICABLE CHAPTERS OF THE FLORIDA BUILDING CODE AND THE ADA CODES THEREIN.
- ALL CONCRETE SLABS TO SLOPE AT A MINIMUM OF 1/8" PER FOOT FOR PROPER DRAINAGE.
- ANY INTEGRAL COLORING, STAINS, ETC. CALLED FOR ON THE PLANS SHALL BE INSTALLED PER MANUFACTURER'S INSTRUCTIONS. SAMPLES TO BE PROVIDED AND APPROVED BY LANDSCAPE ARCHITECT PRIOR TO IMPLEMENTATION.
- CONCRETE WORK NOT CONFORMING TO THE ABOVE NOTES AND THE PROPER LAYOUT ON THE PLANS WILL BE REMOVED AND REDONE AT THE EXPENSE OF THE CONTRACTOR.

SWIMMING POOL AND SPA GENERAL NOTES:

- LAYOUT OF POOL PIPING SHALL BE COORDINATED WITH LANDSCAPE ARCHITECT PRIOR TO IMPLEMENTATION, NO EXCEPTIONS.
- POOL ENGINEER'S DRAWINGS ARE TO BE REVIEWED BY LANDSCAPE ARCHITECT FOR COMPLIANCE WITH DESIGN INTENT PRIOR TO PERMITTING AND/OR IMPLEMENTATION.
- WHERE A CONFLICT OR AMBIGUITY EXISTS ON THE DRAWINGS OR DURING BIDDING, LAYOUT, AND/OR IMPLEMENTATION, IT IS THE CONTRACTOR'S RESPONSIBILITY TO CEASE WORK ON THE ITEM IN QUESTION AND NOTIFY THE LANDSCAPE ARCHITECT IN A MANNER THAT WILL ALLOW A TIMELY RESOLUTION. NO EXCEPTIONS.
- POOL CONTRACTOR TO INCLUDE AND BE RESPONSIBLE FOR HIRING ELECTRICIAN AS NEEDED FOR ELECTRICAL PERMITTING AND HOOKUP.
- POOL CONTRACTOR TO INCLUDE REQUIRED ENGINEER'S DRAWINGS, PERMITTING, PERMIT FEES, NOTICE(S) OF COMMENCEMENT, INSPECTIONS, ETC. AS PART OF BID.
- THE FINAL POOL INSTALLATION MUST MEET ALL SAFETY CODES, 315.2.1 THRU 315.2.1.9
  - BARRIERS
  - ACCESS GATES AND LATCHES TO BE SELF-CLOSING AND SELF-LATCHING
  - POOL ALARMS PER STANDARD SWIMMING POOL CODE & FLORIDA STATUTES 515.2.9
- THE FINAL POOL INSTALLATION MUST COMPLY WITH ALL APPLICABLE CODES AND STANDARDS OF THE KEY WEST BUILDING DEPARTMENT.
- NO DIVING BOARD AND NO DIVING IS ALLOWED ON ANY POOL LESS THAN 8' DEEP AND SPECIFICALLY DESIGNED FOR DIVING. THIS POOL IS NOT DESIGNED FOR DIVING.
- DESIGN, CONSTRUCTION, AND WORKMANSHIP SHALL BE IN CONFORMANCE WITH THE LATEST EDITION OF THE FLORIDA BUILDING CODE, THE NATIONAL ELECTRIC CODE, AND THE ANS/INSP1 "STANDARD FOR ABOVE GROUND/ONGROUND RESIDENTIAL SWIMMING POOLS."
- THIS POOL IS BASED ON SOIL CONDITIONS CONSISTING OF WELL COMPACTED STRUCTURAL FILL OR CORAL ROCK. IF OTHER SOIL CONDITIONS ARE ENCOUNTERED, SUCH AS, MUCK, MARL, ORGANICS, ETC., CONTRACTOR SHALL STOP WORK AND NOTIFY THE OWNER OR ENGINEER.
- THE POOL CONTRACTOR SHALL ALWAYS TAKE PRECAUTIONS TO PROTECT EXISTING STRUCTURES FROM FAILURE BY SHEETING AND SHORING OR OTHER ACCEPTABLE METHOD. THE DESIGN ENGINEER ACCEPTS NO RESPONSIBILITY FOR THE SAFETY OF EXISTING STRUCTURES.
- THE POOL CONTRACTOR SHALL ESTABLISH LOCATIONS OF ALL UTILITIES AT THE SITE. MINIMUM CLEARANCES BETWEEN EXISTING AND PROPOSED UTILITIES SHALL BE PER THE FLORIDA BUILDING CODE AND ANY OTHER LOCAL REQUIREMENTS.
- THE ENGINEER ASSUMES NO RESPONSIBILITY FOR POOL CONSTRUCTION WITHIN EASEMENTS OR REQUIRED SETBACK AREAS. THE PLOT PLAN FOR THE POOL LOCATION MAY NOT BE BASED ON AN UPDATED, LEGAL SURVEY OF THE PROPERTY. THE POOL CONTRACTOR SHALL VERIFY WITH A FLORIDA REGISTERED LAND SURVEYOR ALL DIMENSIONS IN THE FIELD AND ESTABLISHED LOT LINES, IF NECESSARY.
- THE CONTRACTOR SHALL BACKFILL THE POOL SHELL WITH CAUTION. THE PLUMBING SHALL BE SECURED AND PROTECTED DURING BACKFILL AND SHALL NOT BE DISTURBED. BACKFILL SHALL BE CLEAN SAND, FREE OF ROCKS AND DEBRIS PRODUCED DURING EXCAVATION OF THE POOL AND ANY ORGANIC MATERIAL, MUCK OR MARL. BACKFILL SHALL BE PLACED IN LIFTS NOT TO EXCEED 12" AND COMPACTED TO 90% OF THE MATERIALS' MAXIMUM DENSITY.
- WARNING: TO EMPTY THE POOL AFTER CONSTRUCTION FOR REPAIRS, OR ANY OTHER REASON, THE HYDROSTATIC UPLIFT PRESSURE FROM BENEATH THE POOL MUST BE ELIMINATED TO PREVENT THE POOL FROM FLOATING UPWARD. THE OWNER SHOULD CONSULT A POOL CONTRACTOR PRIOR TO IMPLEMENTATION.
- THE ENGINEER AND/OR LANDSCAPE ARCHITECT SHALL NOT BE RESPONSIBLE FOR SITE AND CONSTRUCTION SAFETY AND/OR THE SAFETY OF THE WORKERS.
- THE THERMOSTAT FOR THE WATER SHALL BE SET SUCH THAT THE MAXIMUM WATER TEMPERATURE CANNOT EXCEED 102 DEGREES FAHRENHEIT.
- WHEN USING A POOL FINISH SUCH AS DIAMOND BRITE OR EQUIVALENT THAT REQUIRES ACID WASHING PRIOR TO FILLING WITH WATER, ENSURE COMPLETE AND EVEN COVERAGE OF ACID. STREAKS IN THE FINISH WILL NOT BE ACCEPTED. IF STREAKS OCCUR, POOL CONTRACTOR WILL BE RESPONSIBLE FOR DRAINING POOL AND REAPPLYING ACID WASH TO ELIMINATE STREAKING OR CHIPPING OUT AND REINSTALLING NEW FINISH IF NEEDED.
- POOL CONTRACTOR IS TO CONFIRM AND GET APPROVAL FOR FINISHED ELEVATION OF POOL COPING, NOT POOL BEAM, WITH PROJECT LANDSCAPE ARCHITECT PRIOR TO IMPLEMENTATION.
- POOL DECK TO SLOPE AWAY FROM COPING AT A MINIMUM OF 1/8" PER FOOT.
- ALL POOL ELECTRICAL WORK SHALL CONFORM TO NEC ARTICLE 680.
- IN POOL AREA, GROUND ALL BOXES, REELS, LIGHTS, MOTORS, ETC. WITH #8 WIRE.
- CONTRACTOR TO PROVIDE ALL REQUIRED PERMITS PRIOR TO IMPLEMENTATION.
- POOL CONTRACTOR IS RESPONSIBLE FOR REMOVING ALL FILL FROM POOL EXCAVATION FROM THE SITE IN A TIMELY MANNER. STORING FILL ON SITE AFTER EXCAVATION IS NOT ACCEPTABLE UNLESS PREVIOUSLY APPROVED AND COORDINATED.
- POOL BID TO INCLUDE COPING MATERIAL AND INSTALLATION UNLESS OTHERWISE SPECIFIED.

DAY RESIDENCE  
416 ELIZABETH STREET  
KEY WEST, FLORIDA 33040

DATE: 10/14/2011

REVISIONS:

NO.	DATE:	REMARKS
1		
2		
3		
4		
5		
6		

DRAWING LIST:

- LC-1 HARDSCAPE LAYOUT PLAN
- LC-2 SECTIONS AND DETAILS
- LC-3 SECTIONS AND DETAILS
- LC-4 SECTIONS AND DETAILS

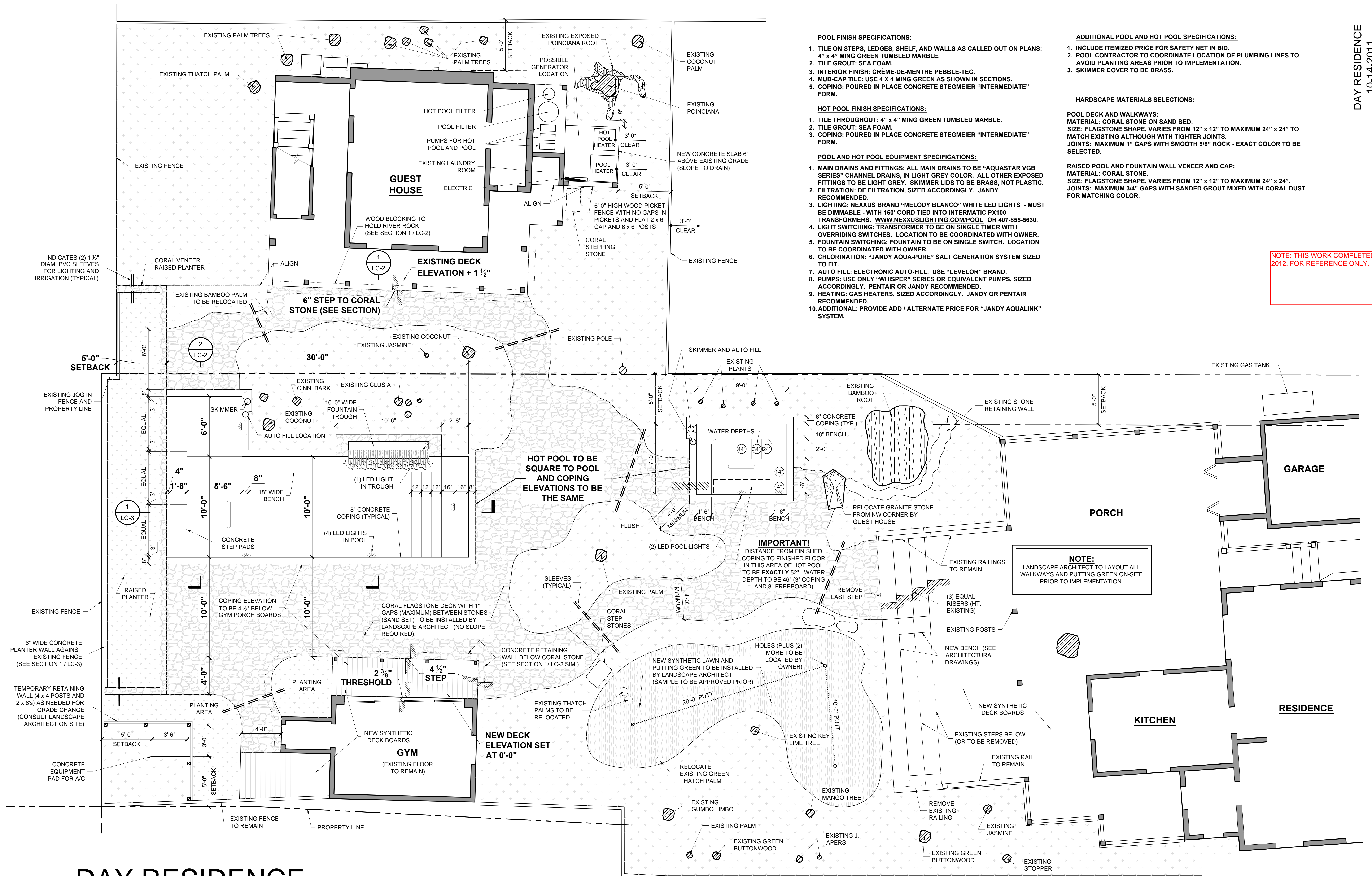
NOTE: THIS WORK COMPLETED 2012. FOR REFERENCE ONLY.

DRAWINGS BY:

MartyCAD Professional Drafting  
1244 Cinnamon Teal Court, Marietta, Georgia 30062  
Telephone: (404) 932-5821  
E-Mail: martycad.kw@gmail.com

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CRAIG REYNOLDS  
landscape architecture  
3255 FLAGLER AVE SUITE 305 KEY WEST, FL 33040  
T 305 292 7243 F 305 768 0329 CRAIGREYNOLDS.NET



**POOL FINISH SPECIFICATIONS:**

1. TILE ON STEPS, LEDGES, SHELF, AND WALLS AS CALLED OUT ON PLANS: 4" x 4" MING GREEN TUMBLED MARBLE.
2. TILE GROUT: SEA FOAM.
3. INTERIOR FINISH: CRÈME-DE-MENTHE PEBBLE-TEC.
4. MUD-CAP TILE: USE 4 X 4 MING GREEN AS SHOWN IN SECTIONS.
5. COPING: POURED IN PLACE CONCRETE STEGMEIER "INTERMEDIATE" FORM.

**HOT POOL FINISH SPECIFICATIONS:**

1. TILE THROUGHOUT: 4" x 4" MING GREEN TUMBLED MARBLE.
2. TILE GROUT: SEA FOAM.
3. COPING: POURED IN PLACE CONCRETE STEGMEIER "INTERMEDIATE" FORM.

**POOL AND HOT POOL EQUIPMENT SPECIFICATIONS:**

1. MAIN DRAINS AND FITTINGS: ALL MAIN DRAINS TO BE "AQUASTAR VGB SERIES" CHANNEL DRAINS, IN LIGHT GREY COLOR. ALL OTHER EXPOSED FITTINGS TO BE LIGHT GREY. SKIMMER LIDS TO BE BRASS, NOT PLASTIC.
2. FILTRATION: DE FILTRATION, SIZED ACCORDINGLY. JANDY RECOMMENDED.
3. LIGHTING: NEXXUS BRAND "MELODY BLANCO" WHITE LED LIGHTS - MUST BE DIMMABLE - WITH 150' CORD TIED INTO INTERMATIC PX100 TRANSFORMERS. WWW.NEXXUSLIGHTING.COM/POOL OR 407-855-5630.
4. LIGHT SWITCHING: TRANSFORMER TO BE ON SINGLE TIMER WITH OVERRIDING SWITCHES. LOCATION TO BE COORDINATED WITH OWNER.
5. FOUNTAIN SWITCHING: FOUNTAIN TO BE ON SINGLE SWITCH. LOCATION TO BE COORDINATED WITH OWNER.
6. CHLORINATION: "JANDY AQUA-PURE" SALT GENERATION SYSTEM SIZED TO FIT.
7. AUTO FILL: ELECTRONIC AUTO-FILL. USE "LEVELOR" BRAND.
8. PUMPS: USE ONLY "WHISPER" SERIES OR EQUIVALENT PUMPS, SIZED ACCORDINGLY. PENTAIR OR JANDY RECOMMENDED.
9. HEATING: GAS HEATERS, SIZED ACCORDINGLY. JANDY OR PENTAIR RECOMMENDED.
10. ADDITIONAL: PROVIDE ADD / ALTERNATE PRICE FOR "JANDY AQUALINK" SYSTEM.

**ADDITIONAL POOL AND HOT POOL SPECIFICATIONS:**

1. INCLUDE ITEMIZED PRICE FOR SAFETY NET IN BID.
2. POOL CONTRACTOR TO COORDINATE LOCATION OF PLUMBING LINES TO AVOID PLANTING AREAS PRIOR TO IMPLEMENTATION.
3. SKIMMER COVER TO BE BRASS.

**HARDSCAPE MATERIALS SELECTIONS:**

**POOL DECK AND WALKWAYS:**  
MATERIAL: CORAL STONE ON SAND BED.  
SIZE: FLAGSTONE SHAPE, VARIES FROM 12" x 12" TO MAXIMUM 24" x 24" TO MATCH EXISTING ALTHOUGH WITH TIGHTER JOINTS.  
JOINTS: MAXIMUM 1" GAPS WITH SMOOTH 5/8" ROCK - EXACT COLOR TO BE SELECTED.

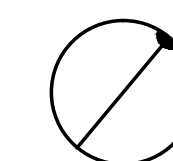
**RAISED POOL AND FOUNTAIN WALL VENEER AND CAP:**  
MATERIAL: CORAL STONE.  
SIZE: FLAGSTONE SHAPE, VARIES FROM 12" x 12" TO MAXIMUM 24" x 24".  
JOINTS: MAXIMUM 3/4" GAPS WITH SANDED GROUT MIXED WITH CORAL DUST FOR MATCHING COLOR.

NOTE: THIS WORK COMPLETED 2012. FOR REFERENCE ONLY.

**DAY RESIDENCE**

416 ELIZABETH STREET  
KEY WEST, FLORIDA 33040

**HARDSCAPE LAYOUT PLAN**



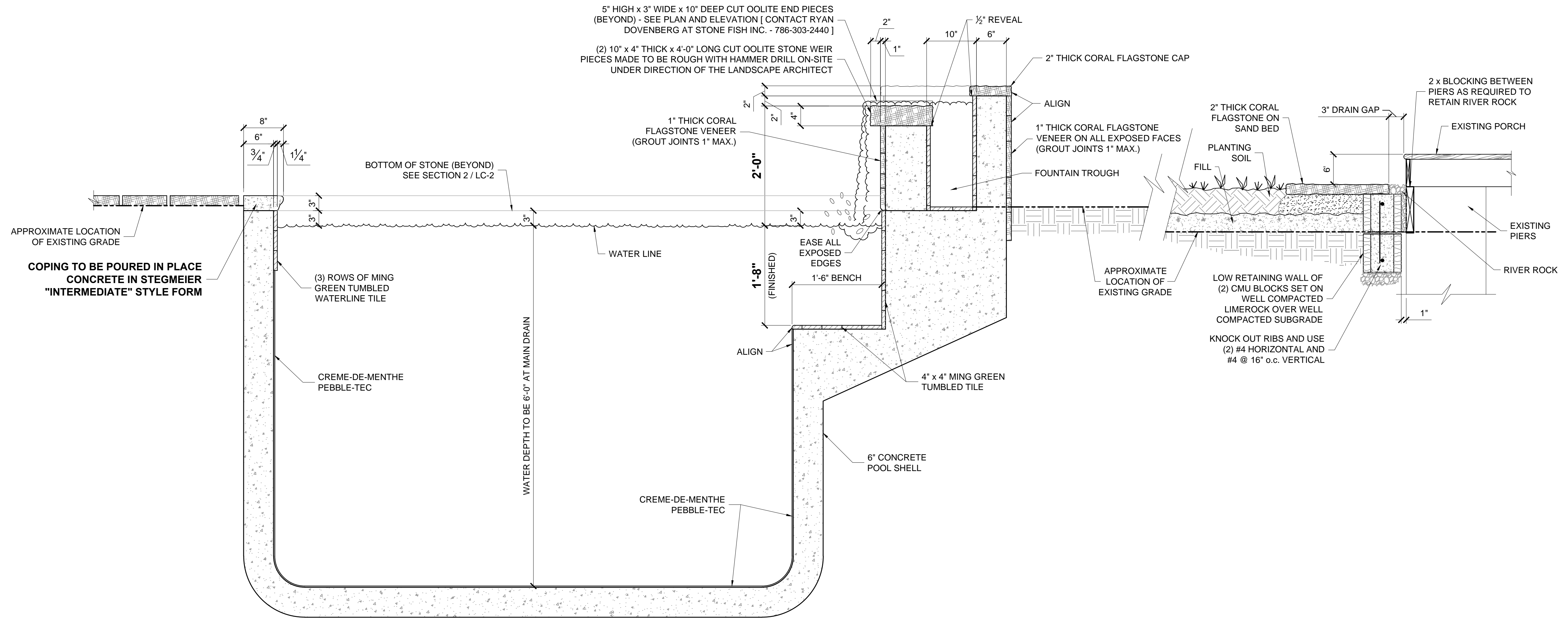
0' 10' 15' 30'  
SCALE: 1/4" = 1'-0"

SHEET: LC-1 DATE: 10-14-2011

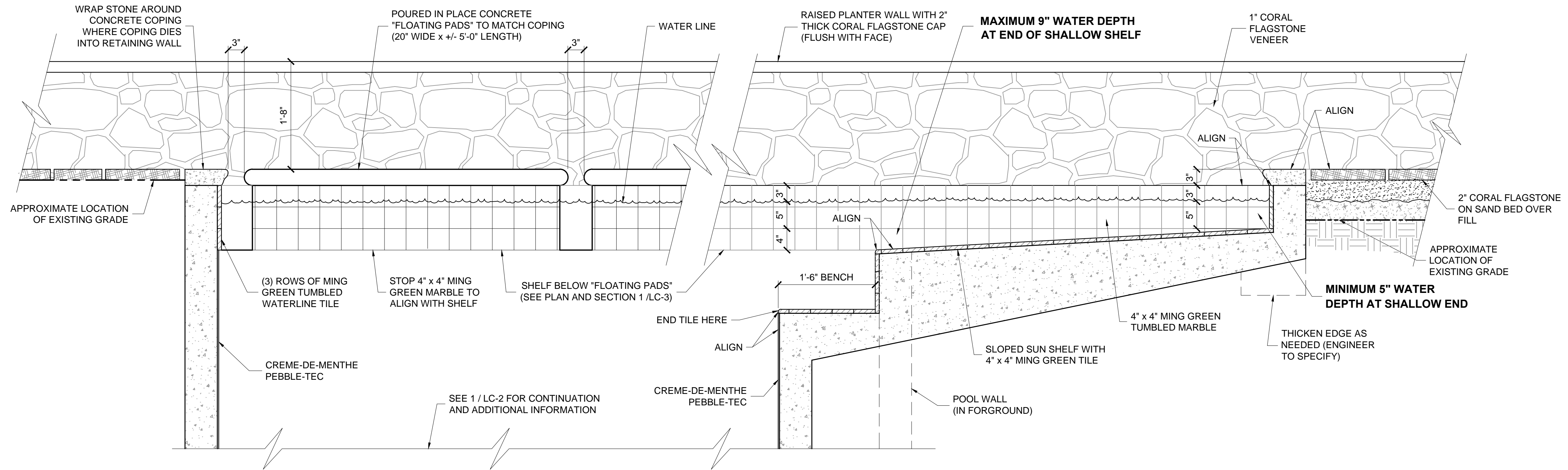


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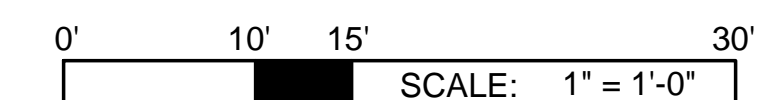
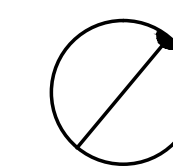


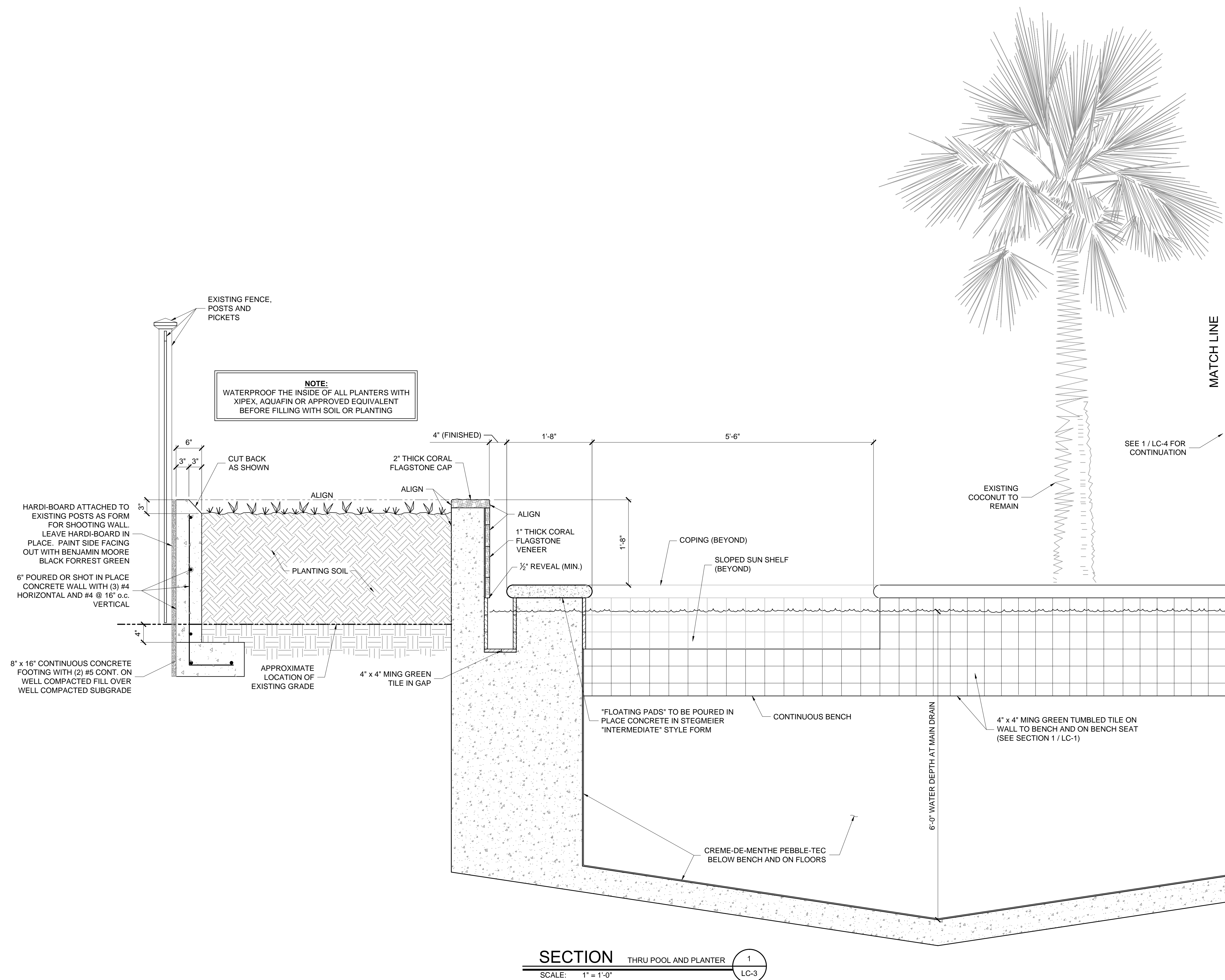
SECTION THRU POOL AND FOUNTAIN 1  
SCALE: 1" = 1'-0" LC-2



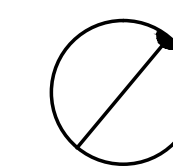
SECTION THRU POOL AND SUN SHELF 2  
SCALE: 1" = 1'-0" LC-2

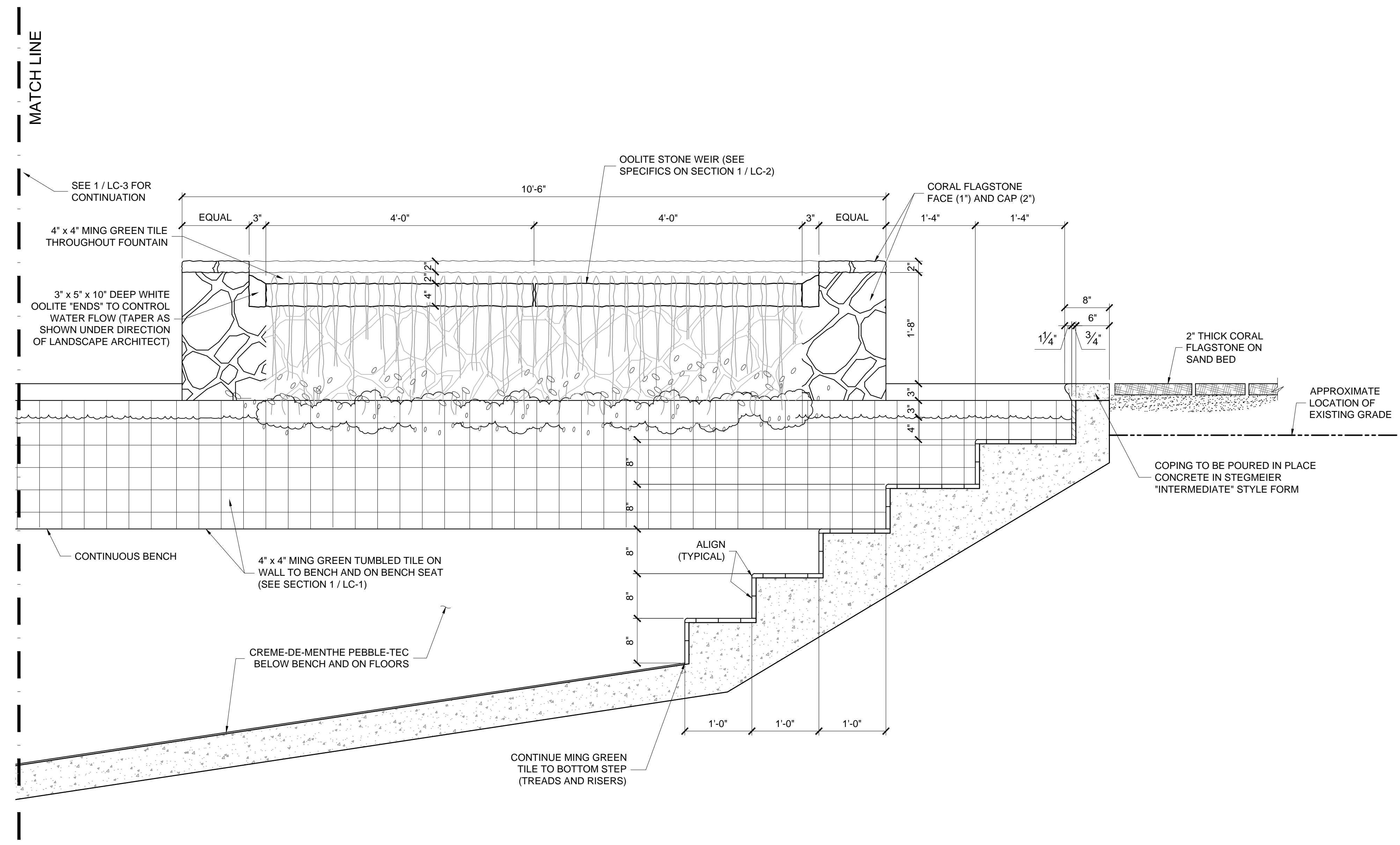
NOTE: THIS WORK COMPLETED  
2012. FOR REFERENCE ONLY.



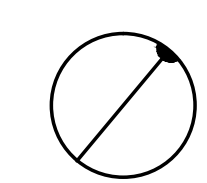


NOTE: THIS DRAWING IS FOR REFERENCE ONLY. WORK COMPLETED IN 2012.





SECTION THRU POOL AND FOUNTAIN 1  
SCALE: 1" = 1'-0" LC-4



**DRC**  
**Minutes & Comments**

**SUSTAINABILITY COORDINATOR:** Ms. Higgins suggested the hotel become DEP Green certified.

**URBAN FORESTER:** No comment

**HARC PLANNER:** Ms. Torregrosa asked if there would be any structure or shade awning proposed. The applicant stated there was no room for a stationary bar with cover. The purpose was to just provide drinks for their guests.

**ENGINEERING:** No comment

**FIRE DEPARTMENT:** No comment

**POLICE DEPARTMENT:** Officer Torrence asked the applicant if he had previous experience with alcohol sales. The applicant had another hotel out of town with a bar and they have had experience with alcohol sales. He had also spoken with Fr. John Backer of St. Mary's and he had no problem with this request.

**KEYS ENERGY SERVICES:** No objections

**PLANNING DIRECTOR:** Mr. Craig stated the service to guests only would be a condition that would be stated to the Planning Board. Mr. Craig requested the applicant add a copy of the survey to the application.

Mr. Soni stated they have features within the hotel to keep it Green Certified.

5) **Variances - 416 Elizabeth Street (RE# 00006240-000000, AK# 1006467)** - A request for a variance for detached habitable space to construct a structure for use as a pool house or satellite bedroom in the HMDR zoning district per Section 122-1078 of the Land Development Regulations of the Code of Ordinances of the City of Key West.

Mr. Craig read the title of the Special Exception and Ms. Malo commented on the item. She stated there was some confusion regarding information on the site data table regarding the number of units on the site that needed to be clarified on the application. Ms. Malo also stated open space is applicable on residential property. There was a reference to a landscape plan but it was not attached.

**SUSTAINABILITY COORDINATOR:** Ms. Higgins suggested the homeowner should get a free energy survey from Keys Energy.

**URBAN FORESTER:** Ms. DeMaria stated she had been to the property and said there had been a diseased tree removed. She had issues with the property survey lines being different from those submitted with the plans. She asked about the adjoining property at 616 Eaton Street.

Mr. Bert Bender, 410 Angela Street, for the Applicant, stated the properties are contiguous and are owned by the Applicant.

**HARC PLANNER:** No Comments

**ENGINEERING:** Ms. Ignaffo stated the square footage of the new pool house will exceed 500 feet and will need a stormwater management plan. The stormwater improvement should be on the parcel the pool house is located on.

**FIRE DEPARTMENT:** Lt. Barroso stated the setbacks looked good and asked that no other items or utilities be put in the setbacks. He wanted the Fire Marshal to inspect the property.

**POLICE DEPARTMENT:** No comments

**PLANNING DIRECTOR:** Mr. Craig asked for clarification regarding the number of units on the property. Mr. Bender clarified that there are four units allowed but there is only one unit.

**KEYS ENERGY SERVICES:** No objections

6) **Variances - 1209 Margaret Street (RE# 00029710-000100, AK# 9085414)** - A request for variances to building coverage and front and side-yard setback requirements to renovate a structure in the HMDR zoning district per Section 122-600 (4) a. & b. building coverage and impervious surface, and (6) a. b. & c. front, side and rear-yard setback requirements of the Land Development Regulations of the Code of Ordinances of the City of Key West.

Mr. Craig read the title of the variance. Ms. Malo described the application. She had some concerns about an illegal subdivision in 2006. She said there are some encroachments and the need for the variances.

**SUSTAINABILITY COORDINATOR:** Ms. Higgins suggested the homeowner should get a free energy survey from Keys Energy.

**URBAN FORESTER:** Ms. DeMaria stated they needed to follow the code regarding tree protection.

**HARC PLANNER:** Ms. Torregrosa stated this project had not yet been reviewed by HARC. She had met with the applicants to work with them on the design.

**ENGINEERING:** Ms. Ignaffo asked if there are separate utilities service lines for the structures. Each structure should have a separate sanitary sewer connection and should be coordinated with OMI.

**FIRE DEPARTMENT:** Lt. Barroso said there are issues regarding the setbacks and life safety but they were willing to work with the applicant to work out the issues.

**POLICE DEPARTMENT:** No comment



# **Property Appraiser Information**

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

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

The offices of the Property Appraiser will be closed **Thursday**  
**July 4th for Independence Day.** Website tested on IE8,  
IE9, & Firefox. Requires Adobe Flash  
10.3 or higher

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

**Alternate Key: 1006467 Parcel ID: 00006240-000000**

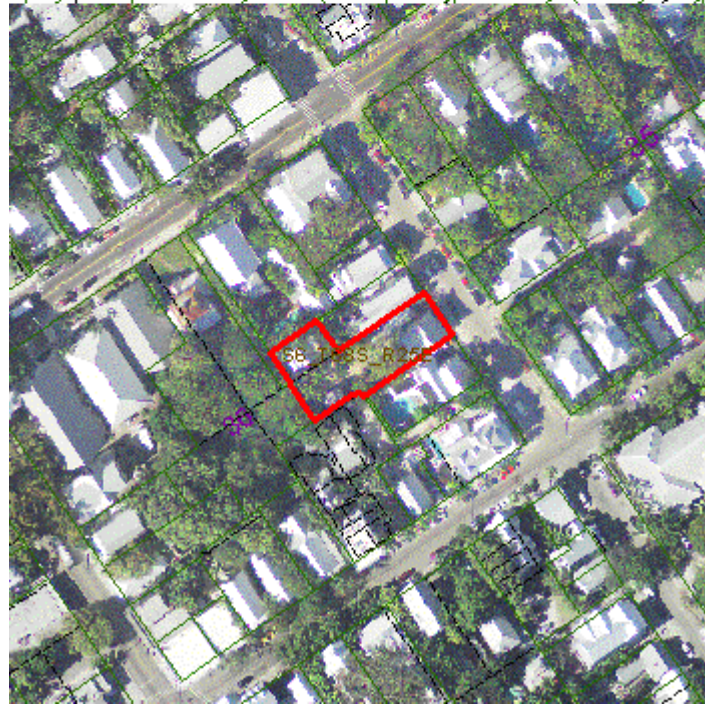
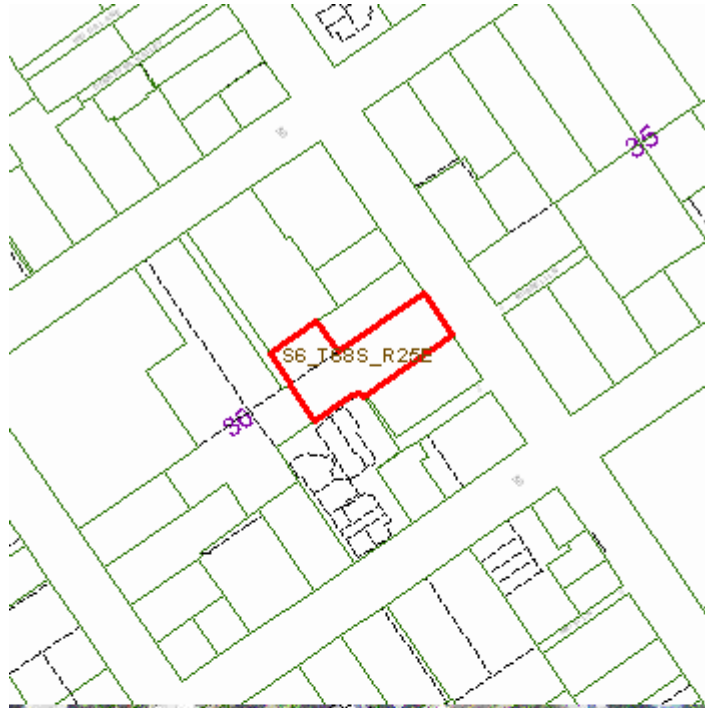
**Ownership Details**

**Mailing Address:**  
FAR NIENTE LLC  
1920 N CLARK ST  
CHICAGO, IL 60614-5453

**Property Details**

**PC Code:** 01 - SINGLE FAMILY  
**Millage Group:** 10KW  
**Affordable Housing:** No  
**Section-Township-Range:** 06-68-25  
**Property Location:** 416 ELIZABETH ST KEY WEST  
**Legal Description:** KW PT LOTS 1 AND 2 SQR 36 G1-165 OR401-599/602 OR609-552 OR671-306 OR1179-2136/41FJ  
OR1192-1012/13 OR1501-83/85 OR1501-92/93 OR2515-412/14

[Click Map Image to open interactive viewer](#)



### Land Details

Land Use Code	Frontage	Depth	Land Area
01SD - RES SUPERIOR DRY	0	0	9,362.00 SF

### Building Summary

Number of Buildings: 3

Number of Commercial Buildings: 0  
 Total Living Area: 2820  
 Year Built: 1938

### Building 1 Details

Building Type R1  
 Effective Age 11  
 Year Built 1938  
 Functional Obs 0

Condition G  
 Perimeter 292  
 Special Arch N  
 Economic Obs 0

Quality Grade 650  
 Depreciation % 10  
 Grnd Floor Area 2,022

Inclusions: R1 includes 1 3-fixture bath and 1 kitchen.

Roof Type IRR/CUSTOM  
 Heat 1 NONE  
 Heat Src 1 NONE

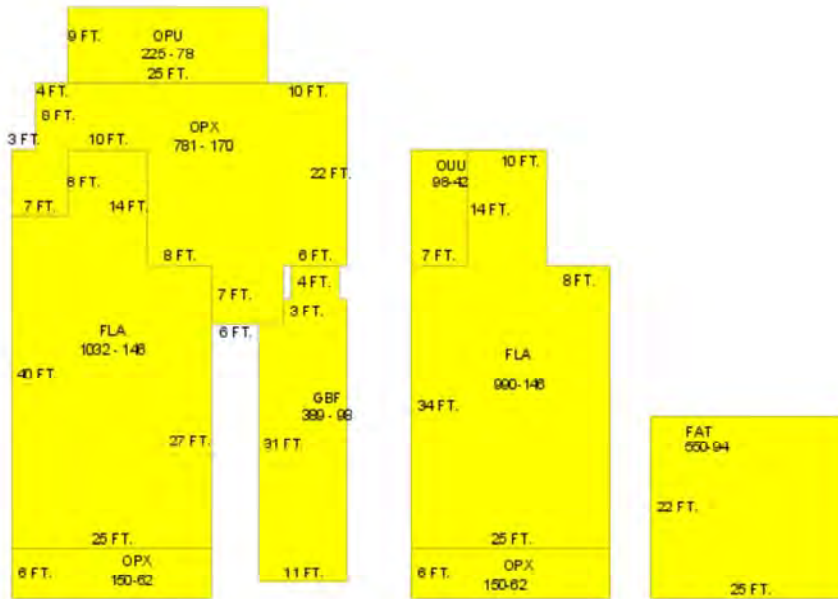
Roof Cover METAL  
 Heat 2 NONE  
 Heat Src 2 NONE

Foundation WD CONC PADS  
 Bedrooms 4

Extra Features:

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

Vacuum 0  
 Garbage Disposal 0  
 Compactor 0  
 Security 1  
 Intercom 0  
 Fireplaces 0  
 Dishwasher 0



Sections:

Nbr	Type	Ext Wall	# Stories	Year Built	Attic A/C	Basement %	Finished Basement %	Area
0	<u>OPX</u>		1	1993				781
1	<u>FLA</u>	12: ABOVE AVERAGE WOOD	1	1993	N Y	0.00	0.00	1,032
2	<u>OPX</u>		1	1993	N N	0.00	0.00	150
3	<u>GBF</u>		1	1993	N Y	0.00	0.00	389

12:ABOVE AVERAGE WOOD									
5	FLA	12:ABOVE AVERAGE WOOD	1	1993	N	Y	0.00	0.00	990
6	OPX		1	1993	N	N	0.00	0.00	150
7	FAT	12:ABOVE AVERAGE WOOD	1	1993	N	Y	0.00	0.00	550
8	OPU		1	2001	N	N	0.00	0.00	225
9	OUU		1	2001	N	N	0.00	0.00	98

### Building 2 Details

Building Type R1  
 Effective Age 11  
 Year Built 2001  
 Functional Obs 0

Condition G  
 Perimeter 54  
 Special Arch 0  
 Economic Obs 0

Quality Grade 450  
 Depreciation % 10  
 Grnd Floor Area 152

Inclusions: R1 includes 1 3-fixture bath and 1 kitchen.

Roof Type GABLE/HIP  
 Heat 1 NONE  
 Heat Src 1 NONE

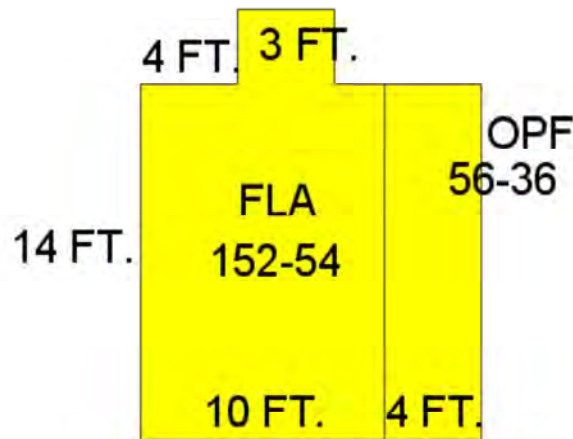
Roof Cover METAL  
 Heat 2 NONE  
 Heat Src 2 NONE

Foundation CONC BLOCK  
 Bedrooms 0

Extra Features:

2 Fix Bath 1  
 3 Fix Bath 1  
 4 Fix Bath 0  
 5 Fix Bath 0  
 6 Fix Bath 0  
 7 Fix Bath 0  
 Extra Fix 2

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



Sections:

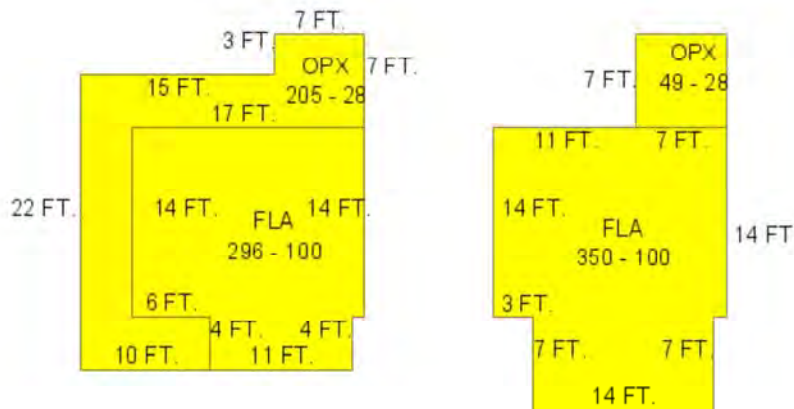
Nbr	Type	Ext Wall	# Stories	Year Built	Attic	A/C	Basement %	Finished Basement %	Area
1	FLA	2:B & B	1	2001	N	N	0.00	0.00	152
2	OPF		1	2001	N	N	0.00	0.00	56

### Building 3 Details

**Building Type** R1  
**Effective Age** 11  
**Year Built** 2001  
**Functional Obs** 0  
**Condition** G  
**Perimeter** 200  
**Special Arch** N  
**Economic Obs** 0  
**Quality Grade** 550  
**Depreciation %** 10  
**Grnd Floor Area** 646

**Inclusions:** R1 includes 1 3-fixture bath and 1 kitchen.  
**Roof Type** GABLE/HIP  
**Heat 1** FCD/AIR NON-DC  
**Heat Src 1** ELECTRIC  
**Roof Cover** METAL  
**Heat 2**  
**Heat Src 2**  
**Foundation**  
**Bedrooms** 1

**Extra Features:**  
 2 Fix Bath 1  
 3 Fix Bath 0  
 4 Fix Bath 0  
 5 Fix Bath 0  
 6 Fix Bath 0  
 7 Fix Bath 0  
 Extra Fix 0  
 Vacuum 0  
 Garbage Disposal 0  
 Compactor 0  
 Security 0  
 Intercom 0  
 Fireplaces 0  
 Dishwasher 0



**Sections:**

Nbr	Type	Ext Wall	# Stories	Year Built	Attic	A/C	Basement %	Finished Basement %	Area
0	FLA	10:CUSTOM/HARDIE BD	1	2001					296
0	FLA	10:CUSTOM/HARDIE BD	1	2001					350
0	OPX		1	2001					205

0 OPX

1 2001

49

## Misc Improvement Details

Nbr	Type	# Units	Length	Width	Year Built	Roll Year	Grade	Life
0	WD2:WOOD DECK	1,095 SF	0	0	2001	2002	2	40
2	PT3:PATIO	44 SF	0	0	1949	1950	2	50
4	PT2:BRICK PATIO	520 SF	0	0	1969	1970	2	50
5	FN2:FENCES	760 SF	8	95	2001	2002	2	30
6	FN2:FENCES	210 SF	7	30	2001	2002	2	30
7	FN2:FENCES	492 SF	6	82	2001	2002	2	30
8	FN2:FENCES	296 SF	4	74	2001	2002	2	30
9	PT2:BRICK PATIO	299 SF	23	13	2001	2002	2	50
10	PO4:RES POOL	360 SF	9	40	2001	2002	3	50
11	PT5:TILE PATIO	168 SF	0	0	2001	2002	1	50

## Appraiser Notes

LAND SIZE INCREASED FOR THE 2008 TAX ROLL PER OR2330-1776/1778 LAND SIZE HAS INCREASED FROM 7,646 SQ FT TO 9,566 SQ FT. THE EXTRA PARCEL OF LAND (1,920 SQ FT) WAS FORMERLY PART OF RE 0006210-000100 AK 8929626.

2010-12-01 MLS \$2,950,000 6/.5 .5THE CURRENT OWNER BOUGHT AND RENOVATED THIS OLD TOWN ESTATE OVER 14 YEARS AGO. BETWEEN THE MAIN HOUSE AND TWO GUEST HOUSES, THERE ARE 6 BEDROOMS AND 7 BATHS. BUILT CIRCA 1873, THE HISTORIC MAIN HOUSE FEATURES A PEERLESS RESTORATION, WITH DETAILS SUCH AS POLISHED HARDWOOD FLOORS, ORIGINAL WINDOWS, AND DOORS RESTORED. A VERANDA, OVERLOOKING THE SWIMMING POOL AND LUSH GROUNDS, IS CAREFULLY BUILT AROUND AN ANCIENT SPANISH LIME TREE. A GALLEY KITCHEN INCLUDES STAINLESS-STEEL COUNTER TOPS AND APPLIANCES, WITH CUSTOM CABINETS. A NEW POOLSIDE CABANA AND A DETACHED HISTORIC TWO-STORY HOUSE PROVIDE GUEST QUARTERS. THIS HISTORIC ESTATE IS A CLASSIC EXAMPLE OF THE CASUAL, YET ELEGANT INDOOR AND OUTDOOR LIVING LIFESTYLE FOR WHICH KEY WEST IS FAMOUS

2008-05-01 MLS 6 BR 6/2 \$3,900,000 THIS RATHER UNASSUMING PROPERTY CONSISTS OF TWO HOUSES AND ONE COTTAGE WITH SIX EN SUITE BEDROOMS AND SEVEN BATHS. BUILT CIRCA 1873, THE HISTORIC MAIN HOUSE FEATURES A PEERLESS RESTORATION, WITH DETAILS SUCH AS POLISHED HARDWOOD FLOORS, ORIGINAL WINDOWS, AND DOORS RESTORED. A VERANDA, OVERLOOKING THE SWIMMING POOL AND LUSH GROUNDS, IS CAREFULLY BUILT AROUND AN ANCIENT SPANISH LIME TREE. A GALLEY KITCHEN INCLUDES STAINLESS-STEEL COUNTER TOPS AND APPLIANCES, WITH CUSTOM CABINETS. THIS HISTORIC GEM IS A CLASSIC EXAMPLE OF THE CASUAL, YET ELEGANT INDOOR AND OUTDOOR LIVING LIFESTYLE FOR WHICH KEY WEST IS FAMOUS

2006-02-10 BEING OFFERED FOR \$4,900,000. 6BEDS/8BATHS. FROM THE MLS LISTING-SKI

## Building Permits

Bldg Number	Date Issued	Date Completed	Amount	Description	Notes
08-4595	12/30/2008	08/06/2010	8,331		INSTALL 800SF OF V-METAL SHINGLES AND 29SF OF SINGLE PLY VALLEY
11-2808	08/15/2011		50,000		INSTALL NEW ROOF OVERHANG ON REAR GUEST HOUSE. INSTALL NEW WOOD SHUTTERS ON ALL 3 HOUSES,NEW DOORS ON UPPER PORCH DECK, NEW SLIDER ON REAR COTTAGE
11-2810	08/15/2011		7,000		ROUGH & SET 2 TOILETS, ONE SHOWER, ONE CLOTH WASHER,ON OUTDOOR SHOWER TIE INTO EXISTING
11-2809	08/15/2011		3,000	Residential	

					COMPLETE WIRING OF POOL HOUSE, RE-WIRE BATHROOM IN REAR HOUSE, HOOK UP ONE MINI SPLIT A/C UNIT	
	11-4483	12/14/2011		3,250	COMPLETE WIRING OF POOL EQUIP	
	11-4482	12/14/2011		75,000	NEW SWIMMING POOL WITH WATER FALL & PLANTER ATTACHED TO POOL. ALSO HOT SPA /POOL	
	11-2808	11/30/2011		112,000	REMOVE STEPS & CONVERT INTO DECK AREA. RENOVATION OF OUTDOOR BAR AREA. REPLACE DECK AREA W NEW TREX DECKING 430SF DEMO REMOVAL POOL	
	12-0323	01/27/2012		1,100	INSTALL DEDUCT METER	
	11-2808	03/07/2012		124,000	INSTALL 1000SF OF CORAL STONE PAVERS DEMO DRYWALL, CEILINGS IN DOWNSTAIRS FRONT HOUSE, EXPLORATORY. INSALLATION OF 930SF NEW FLOORING IN 1ST FLR FRONT HOUSE	
	11-2808	06/06/2012		124,000	RENOVATION 3 BATHROOMS, KITCHEN & FRONT PORCH	
	12-2375	07/06/2012		28,900	INSTALL 2 CENTRAL AC SYSTEMS, WILL REPLACE EXISTING	
	12-2238	06/21/2012		17,000	ROUGH & SET 3 TOILETS, 2 KITCH SINKS, 4 LAVS, 2 SHOWERS, 1 W/H	
	12-2292	07/05/2012		10,500	COMPLETE WIRING PER PLANS	
1	12-3538	09/27/2012		1,500	Residential	INSTALL SIX (6) SMOKE DETECTORS AND CARBON MONOXIDE DETECTORS ON ALARM SYSTEM TO CODE EXISTING SYSTEM.
1	12-3241	09/06/2012		3,500	Residential	PRE-WIRE ZONES FOR CAB6, TELE, INTERNET AUDIO TO ONE MAIN HOME RUN, STRAP & LABEL WIRES FOR FURTURE INSTALATION. INSTALL AV/VIDEO EQUIPMENT FOR HOME OWNER DRAWINGS
	B940168	01/01/1994	10/01/1994	1,800		REPLACE POCH DECK & PAINT
	9901500	04/03/2000	11/09/2001	193,000		RENOVATIONS/NEW PORCHES
	9801105	04/06/1998	11/09/2001	600		REPLACE FUSE PANEL
	9801093	04/21/1998	11/09/2001	7,000		FENCING
	0001735	06/27/2000	11/09/2001	2,800		REPAIR COLUMNS
	0002620	08/31/2000	11/09/2001	1,200		ALARM SYSTEM
	0100789	02/21/2001	11/09/2001	28,300		POOL
1	0101351	03/26/2001	11/09/2001	75,000	Residential	POOL HOUSE

### Parcel Value History

Certified Roll Values.

[View Taxes for this Parcel.](#)

Roll Year	Total Bldg Value	Total Misc Improvement Value	Total Land Value	Total Just (Market) Value	Total Assessed Value	School Exempt Value	School Taxable Value
2012	1,003,844	40,940	886,963	1,931,747	1,931,747	0	1,931,747
2011	561,954	42,162	991,392	1,595,508	1,264,991	0	1,595,508
2010	574,305	43,243	532,444	1,149,992	1,149,992	0	1,149,992
2009	637,889	44,528	809,314	1,491,731	1,491,731	0	1,491,731
2008	586,069	45,608	1,329,674	1,961,351	1,961,351	0	1,961,351
2007	612,242	27,953	1,338,050	1,978,245	1,978,245	0	1,978,245



2006	785,967	28,668	726,370	1,541,005	1,541,005	0	1,541,005
2005	671,807	30,289	649,910	1,352,006	1,352,006	0	1,352,006
2004	484,141	30,964	535,220	1,050,325	1,050,325	0	1,050,325
2003	503,971	31,701	267,610	803,282	803,282	0	803,282
2002	525,940	32,376	259,964	818,280	818,280	0	818,280
2001	274,639	5,519	259,964	540,122	540,122	0	540,122
2000	237,176	6,915	145,274	389,365	389,365	0	389,365
1999	224,000	6,592	145,274	375,865	375,865	0	375,865
1998	145,772	5,218	145,274	296,264	230,807	25,000	205,807
1997	131,195	4,739	129,982	265,916	226,949	25,000	201,949
1996	98,396	3,587	129,982	231,965	220,339	25,000	195,339
1995	89,650	3,298	129,982	222,929	214,965	25,000	189,965
1994	76,357	2,976	129,982	209,314	209,314	25,000	184,314
1993	82,647	0	129,982	212,629	212,629	0	212,629
1992	82,647	0	129,982	212,629	212,629	0	212,629
1991	82,647	0	129,982	212,629	212,629	0	212,629
1990	68,448	0	107,044	175,492	175,492	0	175,492
1989	62,225	0	105,133	167,358	167,358	0	167,358
1988	52,894	0	95,575	148,469	148,469	0	148,469
1987	52,347	0	57,041	109,388	109,388	0	109,388
1986	52,581	0	55,877	108,458	108,458	0	108,458
1985	51,229	0	33,930	85,159	85,159	0	85,159
1984	47,941	0	33,930	81,871	81,871	0	81,871
1983	47,961	0	33,930	81,891	81,891	0	81,891
1982	64,250	0	33,930	98,180	98,180	0	98,180

## Parcel Sales History

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

Sale Date	Official Records Book/Page	Price	Instrument	Qualification
4/20/2011	2515 / 412	2,100,000	WD	02
2/1/1998	1501 / 0092	449,500	WD	Q
2/1/1976	671 / 306	70,000	00	Q

This page has been visited 80,672 times.

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

**Public Notices**  
**(radius map & mailing list)**

# Public Meeting Notice

The Key West Planning Board will hold a public hearing at **6:00 p.m., August 22, 2013 at Old City Hall, 510 Greene Street**, Key West, Florida. The purpose of the hearing will be to consider a request for:

**Variances - 416 Elizabeth Street (RE# 00006240-000000, AK# 1006467) - A request for a variance for detached habitable space to construct a structure for use as a pool house or satellite bedroom in the HMDR zoning district per Section 122-1078 of the Land Development Regulations of the Code of Ordinances of the City of Key West.**

If you wish to see the application or have any questions, you may visit the Planning Department during regular office hours at 3140 Flagler Avenue, call 809-3720, or visit <http://keywest.legistar.com/Calendar.aspx>

**YOU ARE WITHIN 300 FEET OF THE SUBJECT PROPERTY**

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

**Variances - 416 Elizabeth Street (RE# 00006240-000000, AK# 1006467)** - A request for a variance for detached habitable space to construct a structure for use as a pool house or satellite bedroom in the HMDR zoning district per Section 122-1078 of the Land Development Regulations of the Code of Ordinances of the City of Key West.

**Applicant:** Bert Bender **Owner:** Far Niente, LLC

**Project Location:** 416 Elizabeth Street

**Date of Hearing:** Thursday, August 22, 2013 **Time of Hearing:** 6:00 PM

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

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

**Please provide written comments to the Planning Department, PO Box 1409, Key West, FL 33041-1409 , by FAX (305) 809-3978 or by email to Stacy Gibson at [sgibson@keywestcity.com](mailto:sgibson@keywestcity.com).**

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

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

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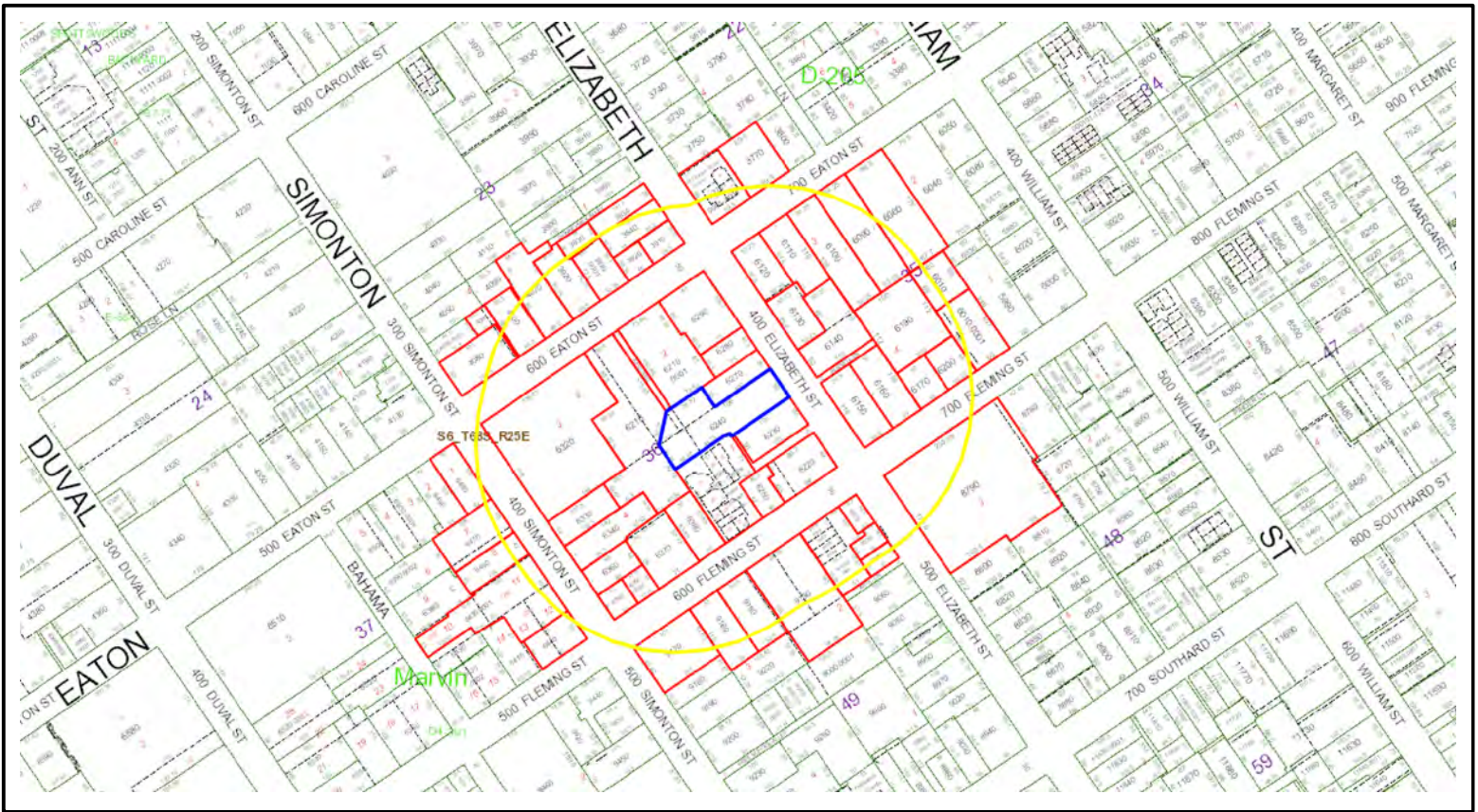
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# Monroe County, Florida

## 416 Elizabeth

Printed: Aug 12, 2013



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



NAME	ADDRESS	UNIT	CITY	STATE	ZIP	COUNTRY
1 PHILLIPS LEWIS PHILIPPE SKAIFE	4516 AV MARCIL		MONTREAL	QUEBEC	H4A 3A1	CANADA
2 THEODORE LIVING TRUST 3/1/1996	704 EATON ST		KEY WEST	FL	33040	
3 HATZENBUHLER FERN K	1436 WATSONS PL		LAWRENCEVILLE	GA	30043-5123	
4 FAR NIENTE LLC	1920 N CLARK ST APT 17P		CHICAGO	IL	60614-5401	
5 THAYER EDGAR L	5458 S EVERETT AVE APT 3		CHICAGO	IL	60615-5962	
6 ANDERSON STEVE D AND WHITNEY A	625 EATON ST		KEY WEST	FL	33040-6802	
7 ZERBY JEFFREY E SR AND RUTH ANN	2 OLIVE AVE		REHOBOTH BEACH	DE	19971-2806	
8 GRIFFITH RICHARD P AND KERSTIN ELISABETH ROOS	717 FLEMING ST		KEY WEST	FL	33040-6827	
9 VAGNONI MICHAEL P	622 FLEMING ST		KEY WEST	FL	33040	
10 CARPENTER DONNA L	330 ELIZABETH ST		KEY WEST	FL	33040	
11 DELAUNE ROBERT L	520 WILLIAM ST		KEY WEST	FL	33040	
12 CLARK CHARLES R	417 ELIZABETH ST APT 3		KEY WEST	FL	33040-6886	
13 FAR NIENTE LLC	1920 N CLARK ST		CHICAGO	IL	60614-5453	
14 C & D PROPERTIES OF KEY WEST II LLC	PO BOX 4125		KEY WEST	FL	33041-4125	
15 WILSON DONALD R JR 2002 TRUST	540 W MADISON ST	STE 2500	CHICAGO	IL	60661	
16 WOLFSON CHARLIE L	506 ELIZABETH ST		KEY WEST	FL	33040	
17 FIRST UNITED METHODIST CHURCH	411 SIMONTON STREET PO BOX 669		KEY WEST	FL	33040	
18 TOMITA GERALDINE	531 FLEMING ST		KEY WEST	FL	33040	
19 DOWNER MICHAEL	601 AMALFI DR		PACIFIC PALISADES	CA	90272-4507	
20 KESSLER THOMAS M AND DANITA A	5761 SUNBURY RD		WESTERVILLE	OH	43082-8607	
21 YATES DONALD AND KATHRYN	611 EATON ST		KEY WEST	FL	33040	
22 COMBS JOHN W IRREV TR QPRT 5/24/2011	623 FLEMING ST		KEY WEST	FL	33040-6825	
23 LANE LEONARD B JR QUAL PER RES TRUST	510 E NASA BLVD		MELBOURNE	FL	32901	
24 OBERMEYER PETER W	927 WOODLAND ST		NASHVILLE	TN	37206-3753	
25 DADE LODGE NO 14 FREE AND ACCEPTED MASONS	PO BOX 608		KEY WEST	FL	33041-0608	
26 MCMANUS JAMES M	87 SUMMER ST		HINGHAM	MA	2043	
27 ESBENSEN GEORGE AND GWENDOLYN L	709 EATON ST		KEY WEST	FL	33040-6843	
28 PERRY LINCOLN AND BEATTIE ANN	614 FLEMING ST		KEY WEST	FL	33040	
29 TAYLOR CLARA	PO BOX 22		KEY WEST	FL	33041	
30 POLATZ JOHN J AND SUSAN E	719 FLEMING ST		KEY WEST	FL	33040	
31 C & D PROPERTIES OF KEY WEST I LLC	PO BOX 4125		KEY WEST	FL	33041-4125	
32 TALOMAA TOM AND ANNA LINDBLOM	420 ELIZABETH ST		KEY WEST	FL	33040	
33 GAMBRILL MATTHEW	PO BOX 157		SOLOMONS	MD	20688-0157	
34 DETWILER ERIC R	109 FRONT ST APT 111		KEY WEST	FL	33040-8342	

NAME	ADDRESS	UNIT	CITY	STATE	ZIP	COUNTRY
35 GCJ LLC	528 LAWRENCE AVE		WESTFIELD	NJ	07090-3118	
36 VAGNONI MICHAEL P	622 FLEMING ST		KEY WEST	FL	33040	
37 GRIFFINS NEST LLC	12687 SUMMERWOOD DR		FORT MYERS	FL	33908-6805	
38 ALFANDRE NICOLE TRUSTEE IRR DEC OF TR 10/25/1995	PO BOX 2069		RESTON	VA	20195-0069	
39 BRIXEY DELBERT P	614 FLEMING STREET		KEY WEST	FL	33040	
40 MORGAN ANDREA SHAYE	621 EATON ST		KEY WEST	FL	33040-6802	
41 LAND TRUST 426KW 2/11/2010	3850 HOLLYWOOD BLVD	STE 400	HOLLYWOOD	FL	33021-6746	
42 WAAGE JUNE K	620 EATON ST		KEY WEST	FL	33040-6803	
43 SZOT WALTER S AND DAWN	PO BOX 208		MECHANICSVILLI MD		20659	
44 PURCIELLO STEVEN AND HELEN	330 GRANT AVE		LYNDHURST	NJ	07071-2204	
45 KOENIG WILLIAM E AND GLORIA	55 FRANCISCO AVE		LITTLE FALLS	NJ	7424	
46 BOREL JOAN S	1089 OCEAN DR		SUMMERLAND KI FL		33042	
47 MMR PROPERTIES OF KEY WEST LLC	PO BOX 4125		KEY WEST	FL	33041-4125	
48 FAR NIENTE LLC	1920 N CLARK ST APT 17P		CHICAGO	IL	60614-5401	
49 MALLETTE DAVID	1804 COLE MILL RD		DURHAM	NC	27712-3208	
50 POLATZ JOHN J AND SUSAN E	719 FLEMING ST		KEY WEST	FL	33040	
51 TAYLOR DAVID F	1702 LINDEN AVE		NASHVILLE	TN	37212-5112	
52 TAYLOR CLARA L	PO BOX 22		KEY WEST	FL	33041-0022	
53 MCKENZIE JOHN P	1400 VIRGINIA ST		KEY WEST	FL	33040-3442	
54 PILOT HOUSE LLC	524 EATON ST		KEY WEST	FL	33040	
55 NILES FAMILY LIVING TRUST 10/28/2002	4768 CAPE MAY AVE		SAN DIEGO	CA	92107	
56 KEY WEST NC LLC	ONE WEST FORTH ST		WINSTON SALEM NC		27101	
57 INTER-OCEAN HOLDINGS INC	600 FLEMING ST		KEY WEST	FL	33040-6826	
58 ZINTSMaster MATTHEW W AND WENDY L	925 WHITE ST		KEY WEST	FL	33040-3355	
59 OBERMEYER PETER W	927 WOODLAND ST		NASHVILLE	TN	37206-3753	
60 ROBINSON NIKKI SOLITA REVOCABLE TRUST 12/30/2000	1012 JOHNSON ST		KEY WEST	FL	33040-4826	
61 TEMPEL DENISON	613 EATON ST		KEY WEST	FL	33040-6802	
62 DALBISSIN ARNAUD GIRARD	1214 NEWTON ST		KEY WEST	FL	33040	
63 BOLAK ROBERT ALAN AND JAMIE MARIE	36 PIMA CT		BOULDER	CO	80303-3969	
64 PELTIER MICHAEL JOSEPH	2420 ANDALUSIS WAY NE		ST PETERSBURG FL		33704	
65 ROBINSON NIKKI SOLITA REVOCABLE TRUST 12/30/2000	1012 JOHNSON ST		KEY WEST	FL	33040-4826	
66 CARLOUGH WILLIAM ARTHUR REV TR AGREE 9/26/03	417 SIMONTON ST		KEY WEST	FL	33040	
67 FLORIDA KEYS FUNERAL SERVICES LLC	418 SIMONTON ST		KEY WEST	FL	33040-6815	
68 INTER-OCEAN HOLDINGS LLC	600 FLEMING ST		KEY WEST	FL	33040-6826	

<b>NAME</b>	<b>ADDRESS</b>	<b>UNIT</b>	<b>CITY</b>	<b>STATE</b>	<b>ZIP</b>	<b>COUNTRY</b>
69 MONROE COUNTY	500 WHITEHEAD ST		KEY WEST	FL	33040	
70 NESS THEODORE LIVING TRUST 3/1/96	704 EATON ST		KEY WEST	FL	33040	
71 HAWKINS RICHARD J	P O BOX 106		KEY WEST	FL	33040	
72 SZOT WALTER AND DAWN	617 FLEMING ST APT 8		KEY WEST	FL	33040-6899	
73 OBERMEYER PETER W	927 WOODLAND ST		NASHVILLE	TN	37206-3753	
74 OBERMEYER PETER W AND SARA M	927 WOODLAND ST		NASHVILLE	TN	37206-3753	