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CITY OF KEY WEST
PLANNING DEPT.

DEVELOPMENT PLAN AND CONDITIONAL USE APPLICATION

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



Development Plan & Conditional Use Application

Applications will not be accepted unless complete

Development Plan

Major

Minor _____

Conditional Use

Historic District

Yes

No _____

Please print or type:

- 1) Site Address MALLORY SQUARE KEY WEST, FL 33040
- 2) Name of Applicant Trepanier & Associates, Inc. on behalf of Tropical Soup
- 3) Applicant is: Owner _____ Authorized Representative Corporation
(attached Authorization and Verification Forms must be completed)
- 4) Address of Applicant 1421 FIRST ST.
KEY WEST, FL 33040
- 5) Applicant's Phone # 305-293-8983 Email _____
- 6) Email Address: OWEN@OWENTREPANIER.COM
- 7) Name of Owner, if different than above CITY OF KEY WEST
- 8) Address of Owner PO BOX 1409 KEY WEST, FL 33040
- 9) Owner Phone # _____ Email _____
- 10) Zoning District of Parcel HPS RE# various (see footnote)
- 11) Is Subject Property located within the Historic District? Yes No _____
If Yes: Date of approval 9/28/10 HARC approval # H10-01-355

OR: Date of meeting _____

- 12) Description of Proposed Development and Use. Please be specific, list existing and proposed buildings and uses, number of dwelling units, parking, restaurant seats, vehicles proposed, etc. If there is more than one use, describe in detail the nature of each use (Give concise description here and use a separate sheet if necessary).

Restructuring of existing non-conforming restaurant to comply fully with ADA and FEMA requirements and add ADA access to the Heritage House. Will result in an increase in landscaping, reduction in impervious surface, increased storm water retention, and an increase in open space.

1 Mallory Square is made up of Lots 2, 3, 4 & 5 of Square 3. This property has been assigned various RE numbers related to taxing of the various leaseholds. The RE numbers are as follows (RE's associated either in whole or in part with the leasehold subject to this application are *italicized*). RE Nos. 00000170-000000, *00072082-001100*, 00072082-001200, 00072082-001300, *00072082-001400*, 00072082-001700, 00072082-001900, 00072082-003500 & *00072082-003700*

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

If Yes: Date of approval 2/9/2012: Resolution # 2011-025

Attach resolution(s). date of 3rd District decision

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

Yes No

If Yes, describe and attach relevant documents.

Mallory Square has many easements, leases, etc. However, the subject parcels appear unencumbered by easements.

- A. For both *Conditional Uses* and *Development Plans*, provide the information requested from the attached **Conditional Use and Development Plan** sheet.
- B. For *Conditional Uses* only, also include the **Conditional Use Criteria** required under Chapter 122, Article III, Sections 122-61 and 122-62 of the Land Development Regulations (see attached copy of criteria).
- C. For *Major Development Plans* only, also provide the **Development Plan Submission Materials** required under Chapter 108, Article II, Division 7, Sections 108-226 through 108-248 of the Land Development Regulations (see attached copy of criteria) and any additional information as determined by the Planning Staff.

Please note, development plan and conditional use approvals are quasi-judicial hearings and it is improper to speak to a Planning Board member or City Commissioner about the project outside of the hearing.

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**Required Plans and Related Materials for both a Conditional Use and
Minor/Major Development Plan**

I. Existing Conditions.

- A) Recent Survey of the site by a licensed Surveyor showing all dimensions including distances from property lines, and including:
 - 1) Size of site; 154,988 sq.ft (3.55 acres)
 - 2) Buildings, structures, and parking; Please see attached survey
 - 3) FEMA Flood Zone; AE9 & AE10
 - 4) Topography; Please see attached survey
 - 5) Easements; and See 14), above
 - 6) Location of Utility Lines (sewer, water, electric, cable) adjacent and extending into the site. See Survey
- B) Existing size, type and location of trees, hedges, and other features. See Survey
- C) Existing stormwater retention areas and drainage flows. See Survey
- D) A sketch showing adjacent land uses, buildings, and driveways. See Site plan

II. Proposed Development: Plans at 11" X 17" (10,000 Sq. ft. or less); 24" X 36" if site is over 10,000 sq. ft.

- A) Site Plan to scale of with north arrow and dimensions by a licensed architect or engineer.
 - 1) Buildings See attached Site Plan
 - 2) Setbacks See attached Site Plan
 - 3) Parking: Existing as provided by City
 - a. Number, location and size of automobile and bicycle spaces Existing as provided by City
 - b. Handicapped spaces Existing as provided by City
 - c. Curbs or wheel stops around landscaping See attached Landscape Plan
 - d. Type of pavement To match existing, please see plans
 - 4) Driveway dimensions and material None proposed
 - 5) Location of Utility Lines (sewer, water, electric, cable) adjacent and extending into the site. See Site Plan
 - 6) Location of garbage and recycling See Site Plan & Analysis
 - 7) Signs Will comply with City sign ordinance and be HARC approved
 - 8) Lighting See attached Site Plan
 - 8) Project Statistics:
 - a. Zoning HPS- 'Historic Public Service'
 - b. Size of site 154,988 sq.ft (3.55 acres)
 - c. Number of units (or units and Licenses) N/A
 - d. If non-residential, floor area & proposed floor area ratio See Site Plan & Analysis
 - e. Consumption area of restaurants & bars See Site Plan & Analysis
 - f. Open space area and open space ratio See Site Plan & Analysis
 - g. Impermeable surface area and impermeable surface ratio See Site Plan & Analysis
 - h. Number of automobile and bicycle spaces required and proposed See Site Plan & Analysis
- B) Building Elevations See attached Architectural drawings
 - 1) Drawings of all building from every direction. If the project is in the Historic District please submit HARC approved site plans.
 - 2) Height of building.
 - 3) Finished floor elevations and bottom of first horizontal structure
 - 4) Height of existing and proposed grades
- C) Drainage Plan: Existing & Proposed retention areas and calculations approved by the City Engineer. See one of the attached commercial and residential use Stormwater Retention Forms. See Civil drawings
- D) Landscape Plan: Size, type, location and number of plants to be removed, kept, and installed. The plan must be approved by the City Landscape Coordinator through a letter of approval. If the project is a Major Development Plan a landscape design prepared by a licensed Landscape Architect is required per Section 108-511(b) of the Land Development Regulations. See attached Landscape drawings

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- III. **Solutions Statement.** Aspects of the design that address community issues including but not limited to water pollution from stormwater runoff, potable water conservation, waste disposal, recycling, energy conservation, affordable housing, and impacts on neighbors such as lighting, noise, traffic and parking.

Development Plan Submission Materials

Sec. 108-226. Scope.

A development plan, for the purposes of this division, shall include but not necessarily be limited to the requirements in this division. With the exception of sections 108-227 through 108-229, the city planner may waive or modify requirements, information and specific performance criteria for development plan review after rendering a finding in writing that such requirements:

- (1) Are not necessary prior to development plan approval in order to protect the public interest or adjacent properties;
- (2) Bear no relationship to the proposed project or its impacts; and
- (3) Are found to be impractical based on the characteristics of the use, including the proposed scale, density/intensity, and anticipated impacts on the environment, public facilities and adjacent land uses.

Sec. 108-227. Title block.

The development plan shall contain the following pertaining to the title block:

- (1) Name of development. Tropical Soup
- (2) Name of owner/developer. City of Key West
- (3) Scale. Depicted on plans
- (4) North arrow. Depicted on plans
- (5) Preparation and revision date. Depicted on plans
- (6) Location/street address of development. Depicted on plans

Sec. 108-228. Identification of key persons.

The development plan shall contain the following pertaining to identification of key persons:

- (1) Owner. City of Key West
- (2) Owner's authorized agent. Trepanier & Associates, Inc. on behalf of Tropical Soup
- (3) Engineer and architect. Perez Engineering Peter Pike, Architect, P.A. Corporation
- (4) Surveyor. Island Surveying, Inc.
- (5) Landscape architect and/or environmental consultant. Keith Oropeza & Peter Pike, Arch.
- (6) Others involved in the application. Trepanier & Associates, Inc.
- (7) A verified statement showing each and every individual person having a legal and/or equitable ownership interest in the subject property, except publicly held corporations whose stock is traded on a nationally recognized stock exchange, in which case the names and addresses of the corporation and principal executive officers together with any majority stockholders will be sufficient.

Sec. 108-229. Project description.

Project description should be included on the site plan sheet. The development plan shall contain the following pertaining to the project description:

- (1) Zoning (include any special districts). HPS
- (2) Project site size (acreage and/or square footage). 154,988 sq.ft (3.55 acres)
- (3) Legal description. Please see attached.
- (4) Building size. Depicted on plans
- (5) Floor area ratio, permitted and proposed. Depicted on plans & Analysis
- (6) Lot coverage, permitted and proposed. Depicted on plans & Analysis
- (7) Impervious surface. Depicted on plans & Analysis
- (8) Pervious surface. Depicted on plans & Analysis
- (9) Landscape areas. Depicted on plans & Analysis

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- (10) Parking spaces, permitted and proposed. No change
- (11) Delineation of location of existing and proposed structures. Depicted on plans
- (12) Existing and proposed development type denoted by land use including density/intensity. No change
- (13) Setbacks. Depicted on plans

Sec. 108-230. Other project information.

A general outline of the proposed development shall include the following criteria where applicable:

- (1) Proposed stages or phases of development or operation and facility utilization. N/A
- (2) Target dates for each phase. N/A
- (3) Expected date of completion. N/A
- (4) Proposed development plan for the site. Depicted on plans & Analysis
- (5) A written description of characteristics of the proposed development (i.e., number and type of residential units; floor area by land use; number of tourist accommodations units; seating or parking capacities; number of hospital beds; any proposed outside facilities or areas to be used for storage, display, outside sales, waste disposal or similar use; and any other proposed uses). See cover letter
- (6) For planned unit developments, indicate design techniques (i.e., clustering, zero lot line, or other techniques) used to reduce public facility costs, reduce disturbance of natural resources, and preserve scenic quality of the site. N/A
- (7) Buildings and sitting specifications which shall be utilized to reduce damage potential and to comply with federal flood insurance regulations. N/A
- (8) Protection against encroachment together with proposed mitigation measures to be employed within environmentally sensitive areas. N/A

Sec. 108-231. Residential developments.

- (a) If the development includes residential units, the following characteristics shall be discussed in the written description:
 - (1) A breakdown of the proposed residential units by number of bedrooms; N/A
 - (2) Tenure (i.e., owner-occupied or rental); and N/A
 - (3) Structure type, such as single-family, duplex, multiple-family, mobile home. N/A
- (b) Refer to division 10 of article V of chapter 122 for information and legal instruments needed to satisfy the city's affordable housing requirements.

Sec. 108-232. Intergovernmental coordination.

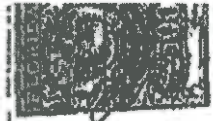
The development plan shall contain the following pertaining to intergovernmental coordination:

- (1) Provide proof of coordination with applicable local, regional, state and federal agencies, including but not limited to the following agencies that will be involved in the project:
 - a. South Florida Regional Planning Council (SFRPC).
 - b. City electric system (CES).
 - c. State department of environmental protection (DEP).
 - d. Army Corps of Engineers (ACOE).
 - e. South Florida Water Management District (SFWMD).
 - f. State department of transportation (DOT).
 - g. State department of community affairs (DCA).
 - h. Florida Keys Aqueduct Authority (FKAA).
 - i. State fish and wildlife conservation commission (F&GC).
 - j. The county.
- (2) Provide evidence that any necessary permit, lease or other permission from applicable local, regional, state and federal agencies has been obtained for any activity that will impact wetland communities or submerged land. N/A
- (3) When intergovernmental coordination efforts are incomplete, the applicant shall provide evidence of good faith efforts towards resolving intergovernmental coordination issues.

Verification

Authorization

Deed



THIS INDENTURE, Made this 30th day of August, A. D. 1952,
between GULF ATLANTIC TRANSPORTATION CO., a corporation existing
under the laws of the State of Florida, having its principal place of business
in the County of Duval and State of Florida, party of the first part, and The
City of Key West, Florida, a municipal corporation organized and existing
under the laws of the State of Florida, party of the second part,

WITNESSETH, That the said party of the first part, for and in
consideration of the sum of One Hundred Fifty Thousand Dollars, to it in
hand paid, the receipt whereof is hereby acknowledged, has granted,
bargained, sold, aliened, remised, released, conveyed and confirmed, and
by these presents doth grant, bargain, sell, alien, remise, release, convey
and confirm unto the said party of the second part, its successors and assigns
forever, all that certain parcel of land lying and being in the County of
Monroe and State of Florida, more particularly described, as follows:

On the Island of Key West, Florida, and known as part of
Lots 2, 3, 4, and 5 in Square 3, as shown on William A.
Whitehead's Map of said City, delineated in February, 1829,
being described by metes and bounds as follows:

Beginning at the Northerly corner of Wall and Whitehead
Streets, and running thence in a Northerly direction along
the Westerly side of Wall Street 464 feet to a point; thence
at right angles and in a Westerly direction 362.2 feet to the
waters of the harbor of said City; thence meander along the
waters of the harbor in a southerly direction to the Northerly
side of Whitehead Street, if extended; thence along said
Northerly side of Whitehead Street, if extended, back to the
point of beginning.

TOGETHER with all the tenements, hereditaments and appurtenances,
with every privilege, right, title, interest and estate, reversion, remainder
and easement thereto belonging or in anywise appertaining,

TO HAVE AND TO HOLD the same to and in simple forever.

And the said party of the first part doth covenant with the said
party of the second part that it is lawfully seized of the said premises that
they are free of all incumbrances, and that it has good right and lawful
authority to sell the same; and the said party of the first part does hereby

Attachment B
Page 11 of 12 Pages
SL No. 440769285

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

IN WITNESS WHEREOF, the said party of the first part has caused
these presents to be signed in its name by its President, and its corporate
seal to be affixed, attested by its Assistant Secretary, the day and year
above written.

Signed, Sealed and Delivered
in Our Presence:

J. J. Johnson
Sadie E. Foster

GULF ATLANTIC TRANSPORTATION CO.
By *H. G. Williams* (SEAL)
President

ATTEST:

By *Edna B. Wallace* (SEAL)
Assistant Secretary

STATE OF FLORIDA)
COUNTY OF DUVAL)

State of Florida, County of Monroe
This instrument was filed for record the 3rd day of Sept
1952 at 3:15 p.m. and duly recorded in Book
Book 9-9 on Page 276/275 No. 29005

I HEREBY CERTIFY, That on this 3rd day of August, A. D. 1952,

before me personally appeared H. G. Williams and Edna B. Wallace, President
and Assistant Secretary, respectively, of GULF ATLANTIC TRANSPORTATION
CO., a corporation under the laws of the State of Florida, to me known to be
the persons described in and who executed the foregoing conveyance to The
City of Key West, Florida, and severally acknowledged the execution thereof
to be their free act and deed as such officers, for the uses and purposes
therein mentioned; and that they affixed thereto the official seal of said
corporation, and the said instrument is the act and deed of said corporation.

WITNESS my signature and official seal at Jacksonville, in the
County of Duval and State of Florida, the day and year last aforesaid.

Lawrence R. Owen
Notary Public, State of Florida at Large.

Attachment B
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Notary Public, State of Florida at Large.
My Commission expires May 10, 1954.
Bonded by American Fire & Marine Insurance Co.

MONROE COUNTY
OFFICIAL RECORDS



CONSENT TO LEASE IN ORDER TO ALIENate RIPARIAN RIGHTS

Doc# 1483247
BKN 2808 Pgs 248

WHEREAS Ocean Key House Associates, a Pennsylvania limited Partnership, owns riparian rights which include free and unobstructed view regarding the area designated as Parcel "B," on the attached survey, and

WHEREAS the City of Key West, a municipality, is desirous of leasing Parcel "B" from the Florida Board of Trustees of the Internal Improvement Trust Fund, and

WHEREAS Ocean Key House Associates acknowledges that periodically some cruise ships docked at the Mallory Square Cruise Ship Dock, (Parcel "A" as indicated on the attached survey) may encroach upon the riparian area of Parcel "B", and

WHEREAS Ocean Key House Associates recognizes the economic desirability of facilitating cruise ship operations by the lease of the submerged land from the Florida Board of Trustees of the Internal Improvement Trust Fund.

BE IT THEREFORE RESOLVED that Ocean Key House Associates waives any objections to and consents to the Florida Board of Trustees of the Internal Improvement Trust Fund leasing to the City of Key West, the area designated Parcel "B" as shown on the certified scaled survey performed by Joe M. Frison, dated March 18th, 1984. This consent is only for the purpose of allowing the cruise ships to overhang the navigable waters above the submerged lands defined as Parcel "B" and specifically, the submerged land lease is for the use of the adjacent Key West cruise ship dock. In no circumstances will this consent to lease be construed to allow any construction of any kind on the submerged land of Parcel "B".

BE IT FURTHER RESOLVED, that this consent to lease is for the full term of the submerged lands lease by Florida's Trustees of the Internal Improvement Trust Fund to the City of Key West, including renewals of that lease.

IN WITNESS WHEREOF the said corporation has caused this document to be executed in its name and duly authorized this day of April, 1989.

Francis P. Rogers
Cynthia Siggur
Witnesses

[Signature]
BENNE ALLEN, General Partner
Ocean Key House Associates,
Partnership

SEAL OF
COUNTY OF } ss.

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgements, personally appeared BENNE ALLEN Ocean Key House Associates, and that he acknowledged executing the same in the presence of two subscribing witnesses freely and voluntarily under authority duly vested.

WITNESS my hand and official seal in the County and state last aforesaid this 5 day of May, 1989.

Attachment A
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[Signature]
Notary Public
State of Florida



This Instrument Prepared By:
Glen Teal
Recurring Revenue Section
Bureau of Public Land Administration
3900 Commonwealth Boulevard
Mail Station No. 125
Tallahassee, Florida 32399

BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND
OF THE STATE OF FLORIDA

SOVEREIGNTY SUBMERGED LANDS RENEWAL

No. 44/769265
PA No. : 44-0142062-002-ES

THIS LEASE is hereby issued by the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida, hereinafter referred to as the Lessor.

WITNESSETH: That for and in consideration of payment of the annual lease fee; hereinafter provided and the faithful and timely performance of and compliance with all terms and conditions stated herein, the Lessor does hereby lease to City of Key West, Florida, hereinafter referred to as the Lessee, the sovereign lands described as follows:

A parcel of sovereign submerged land in Section 21,
Township 07 South, Range 25 East, Section 06,
Township 08 South, Range 25 East, in Key West Harbor,
Monroe County, containing 115,661 square feet, more
or less, as is more particularly described and shown on
Attachment A, dated August 10, 2000.

TO HAVE THE USE OF the hereinabove described premises from August 8, 2004, the effective date of this modified lease, through August 8, 2009, the expiration date of this modified lease. The terms and conditions on and for which this lease is granted are as follows:

1. **USE OF PROPERTY:** The Lessee is hereby authorized to construct and operate a port facility, recreational area, and one commercial dock, exclusively to be used for temporary mooring of commercial vessels for delivery of exhibits to the city aquarium used in conjunction with an upland city park, without floating facilities, with a sewage pumpout facility if it meets the regulatory requirements of the Department of Environmental Protection or local authority, whichever entity applies the more stringent criteria, and without liveboards as defined in paragraph 24, as shown and conditions in Attachment A, and the Department of Environmental Protection, consolidated Environmental Resources Permit No. 44-0142062-002-ES, dated November 20, 2000, incorporated herein and made a part of this lease by reference. All of the foregoing subject to the remaining conditions of this Lease.

2. **AGREEMENT TO EXTENT OF USE:** This lease is given to the Lessee to use or occupy the leased premises only for those activities specified herein. The Lessee shall not change or add to the approved use of the leased premises as defined herein (e.g., from commercial to multi-family residential, from temporary mooring to rental of watercraft, from rental of watercraft to contractual agreement with third party for docking of cruise ships, from rental of recreational pleasure craft to rental or temporary mooring of charters/hour boats, from loading/offloading commercial to rental of watercraft, etc.), shall not change activities in any manner that may have an environmental impact that was not considered in the original authorization, or shall not change the type of use of the riparian uplands without first obtaining a regulatory permit/modified permit, if applicable, and the Lessor's written authorization in the form of a modified lease, the payment of additional fees, if applicable, and, if applicable, the removal of any structures which may no longer qualify for authorization under the modified lease.

3. **PROPERTY RIGHTS:** The Lessee shall make no claim of title or interest to said lands hereinbefore described by reason of the occupancy or use thereof, and all title and interest to said land hereinbefore described is vested in the Lessor. The Lessee is prohibited from including, or making any claim that purports to include, said lands described or the Lessee's leasehold interest in said lands into any form of private ownership, including but not limited to any form of condominium or cooperative ownership. The Lessee is further prohibited from making any claim, including any advertisement, that said land, or the use thereof, may be purchased, sold, or re-sold.

4. **INTEREST IN RIPARIAN UPLAND PROPERTY:** During the term of this lease, the Lessee shall maintain a leasehold or fee simple title interest in the riparian upland property and if such interest is terminated, the lease may be terminated at the option of the Lessor. Prior to sale and/or termination of the Lessor's leasehold or fee simple title interest in the upland property, Lessee shall inform any potential buyer or transferee of the Lessee's upland property interest of the existence of this lease and all its terms and conditions and shall complete and execute any documents required by the Lessor to effect an assignment of this lease, if consented to by the Lessor. Failure to do so will not relieve the Lessee from responsibility for full compliance with the terms and conditions of this lease which include, but are not limited to, payment of all fees and/or penalty assessments incurred prior to such act.

5. **ASSIGNMENT OF LEASE:** This lease shall not be assigned or otherwise transferred without prior written consent of the Lessor or its duly authorized agent. Such assignment or other transfer shall be subject to the terms, conditions and provisions of management standards and applicable laws, rules and regulations in effect at that time. Any assignment or other transfer without prior written consent of the Lessor shall be null and void and without legal effect.

6. **INDEMNIFICATION/INVESTIGATION OF ALL CLAIMS:** The Lessee shall investigate all claims of every nature at its expense. Each party is responsible for all personal injury and property damage attributable to the negligent acts or omissions of that party and the officers, employees and agents thereof. Nothing herein shall be construed as an indemnity or a waiver of sovereign immunity enjoyed by any party hereto, as provided in Section 768.28, Florida Statutes, as amended from time to time, or any other law providing limitations on claims.

7. **VENUE:** Lessee waives venue as to any litigation arising from matters relating to this lease and any such litigation between Lessor and Lessee shall be initiated and maintained only in Leon County, Florida.

8. **NOTICES/COMPLIANCE/TERMINATION:** The Lessee binds itself, its successors and assigns, to abide by the provisions and conditions herein set forth, and said provisions and conditions shall be deemed covenants of the Lessee, its successors and assigns. In the event the Lessee fails or refuses to comply with the provisions and conditions herein, or fails or refuses to comply with the provisions and conditions herein set forth within 20 days of receipt of the Lessor's notice to correct, this lease may be terminated by the Lessor upon thirty (30) days written notice to Lessee. If canceled, all of the above-described parcel of land shall revert to the Lessor. All costs and attorneys' fees incurred by the Lessor to enforce the provisions of this lease shall be paid by the Lessee. All notices required to be given to the Lessee by this lease or applicable law or administrative rules shall be sufficient if sent by U.S. Mail to the following address:

City of Key West
City Manager: Julio Avel
P. O. Box 1409
Key West, FL 33040

The Lessee shall notify the Lessor by certified mail of any change to this address at least ten (10) days before the change is effective.

9. **TAXES AND ASSESSMENTS:** The Lessee shall assume all responsibility for liabilities that occur to the subject property or to the improvements thereon, including any and all drainage or special assessments or taxes of every kind and description which are now or may be hereafter lawfully assessed and levied against the subject property during the effective period of this lease.

10. **NUISANCES OR ILLEGAL OPERATIONS:** The Lessee shall not permit the leased premises or any part thereof to be used or occupied for any purpose or business other than herein specified unless such proposed use and occupancy are consented to by the Lessor and the lease is modified accordingly, nor shall Lessee knowingly permit or suffer any nuisances or illegal operations of any kind on the leased premises.

11. **MAINTENANCE OF FACILITY/RIGHT TO INSPECT:** The Lessee shall maintain the leased premises in good condition, keeping the structures and equipment located thereon in a good state of repair in the interests of public health, safety and welfare. No dock or pier shall be constructed in any manner that would cause harm to wildlife. The leased premises shall be subject to inspection by the Lessor or its designated agent at any reasonable time.

12. **NON-DISCRIMINATION:** The Lessee shall not discriminate against any individual because of that individual's race, color, religion, sex, national origin, age, handicap, or marital status with respect to any activity occurring within the area subject to this lease or upon lands adjacent to and used as an adjunct of the leased area. During the lease term, the Lessee shall post and maintain the placard furnished to the Lessee by the Lessor in a prominent and visible location on the leased premises or adjacent business office of the Lessee. It shall be the responsibility of the Lessee to post the placard in a manner which will provide protection from the elements, and, in the event that said placard becomes illegible at any time during the term of this lease (including any extensions thereof), to notify the Lessor in writing, so that a replacement may be provided.

13. **ENFORCEMENT OF PROVISIONS:** No failure, or successive failures, on the part of the Lessor to enforce any provision, nor any waiver or successive waivers on its part of any provision herein, shall operate as a discharge thereof or render the same inoperative or impair the right of the Lessor to enforce the same upon any renewal thereof or in the event of subsequent breach or breaches.

14. **PERMISSION GRANTED:** Upon expiration or cancellation of this lease all permission granted hereunder shall cease and terminate.

15. **RENEWAL PROVISIONS:** Renewal of this lease shall be at the sole option of the Lessor. Such renewal shall be subject to the terms, conditions and provisions of management standards and applicable laws, rules and regulations in effect at that time. In the event that Lessee is in full compliance with the terms of this lease, the Lessee may apply in writing for a renewal. Such application for renewal must be received by Lessor no sooner than 120 days and no later than 30 days prior to the expiration date of the original or current term hereof. The term of any renewal granted by the Lessor shall commence on the last day of the previous lease term. If the Lessee fails to timely apply for a renewal, or in the event the Lessor does not grant a renewal, the Lessee shall vacate the leased premises and remove all structures and equipment occupying and erected thereon at its expense. The obligation to remove all structures authorized herein upon termination of this lease shall constitute an affirmative covenant upon the riparian upland property more specifically described in Attachment B, which shall run with the title to said riparian upland property, and shall be binding upon Lessee and Lessee's successors in title or successors in interest.

16. **REMOVAL OF STRUCTURES/ADMINISTRATIVE FINES:** If the Lessee does not remove said structures and equipment occupying and erected upon the leased premises after expiration or cancellation of this lease, such structures and equipment will be deemed forfeited to the Lessor, and the Lessor may authorize removal and may sell such forfeited structures and equipment after ten (10) days written notice by certified mail addressed to the Lessee at the address specified in Paragraph 13 or at such address on record as provided to the Lessor by the Lessee. However, such remedy shall be in addition to all other remedies available to the Lessor under applicable laws, rules and regulations including the right to compel removal of all structures and the right to impose administrative fines.

17. **REMOVAL COSTS/LIEN ON RIPARIAN UPLAND PROPERTY:** Any costs incurred by the Lessor in removal of any structures and equipment constructed or maintained on state lands shall be paid by Lessee and any unpaid costs and expenses shall constitute a lien upon the interest of the Lessee in its uplands enforceable in summary proceedings as provided by law.

18. **RECORDATION OF LEASE:** The Lessee, at its own expense, shall record this fully executed lease in its entirety in the public records of the county within which the lease site is located within fourteen (14) days after receipt, and shall provide to the Lessor within ten (10) days following the recordation a copy of the recorded lease in its entirety which contains the O.R. Book and pages at which the lease is recorded.

19. **RIPARIAN RIGHTS/FINAL ADJUDICATION:** In the event that any part of any structure authorized hereunder is determined by a final adjudication issued by a court of competent jurisdiction to encroach on or interfere with adjacent riparian rights, Lessee agrees to either obtain written consent from the offending structure from the affected riparian owner or to remove the interference or encroachment within 60 days from the date of the adjudication. Failure to comply with this paragraph shall constitute a material breach of this lease agreement and shall be grounds for immediate termination of this lease agreement at the option of the Lessor.



20. AMENDMENTS/MODIFICATIONS: This lease is the entire and only agreement between the parties. Its provisions are not severable. Any amendment or modification to this lease must be in writing, must be accepted, acknowledged and executed by the Lessee and Lessor, and must comply with the rules and statutes in existence at the time of the execution of the modification or amendment. Notwithstanding the provisions of this paragraph, if mooring is authorized by this lease, the Lessee may install buoys within the leased premises without formal modification of the lease provided that (a) the Lessee obtains any state or local regulatory permit that may be required; and (b) the location or size of the buoy does not increase the mooring capacity of the facility.

21. ADVERTISEMENT/SIGNS/NON-WATER DEPENDENT ACTIVITIES/ADDITIONAL ACTIVITIES/MINOR STRUCTURAL REPAIRS: No permanent or temporary signs directed to the boating public advertising the sale of alcoholic beverages shall be erected or placed within the leased area. No restaurant or dining activities are to occur within the leased area. The Lessee shall ensure that no permanent, temporary or floating structures, frames, docks, pilings or any structures whose use is not water-dependent shall be erected or conducted over sovereignty submerged land without prior written consent from the Lessor. No additional structures and/or activities including dredging, relocation/realignment or major repairs or renovations to authorized structures, shall be erected or conducted on or over sovereignty, submerged lands without prior written consent from the Lessor. Unless specifically authorized in writing by the Lessor, such activities or structures shall be considered unauthorized and a violation of Chapter 253, Florida Statutes, and shall subject the Lessee to administrative fines under Chapter 18-14, Florida Administrative Code. This condition does not apply to minor structural repairs required to maintain the authorized structures in a good state of repair in the interests of public health, safety or welfare; provided, however, that such activities shall not exceed the activities authorized by this agreement.

22. ACOE AUTHORIZATION: Prior to commencement of construction and/or activities authorized herein, the Lessee shall obtain the U.S. Army Corps of Engineers (ACOE) permit if it is required by the ACOE. Any modifications to the construction and/or activities authorized herein that may be required by the ACOE shall require consideration by and the prior written approval of the Lessor prior to the commencement of construction and/or any activities on sovereign, submerged lands.

23. COMPLIANCE WITH FLORIDA LAWS: On or in conjunction with the use of the leased premises, the Lessee shall at all times comply with all Florida Statutes and all administrative rules promulgated thereunder. Any unlawful activity which occurs on the leased premises or in conjunction with the use of the leased premises shall be grounds for the termination of this lease by the Lessor.

24. LIVEBOARDS: The term "liveboard" is defined as a vessel docked at the facility and inhabited by a person or persons for any five (5) consecutive days or a total of ten (10) days within a thirty (30) day period. If liveboards are authorized by paragraph one (1) of this lease, in no event shall such "liveboard" status exceed six (6) months within any twelve (12) month period, nor shall any such vessel constitute a legal or primary residence.

25. GAMBLING VESSELS: During the term of this lease and any renewals, extensions, modifications or assignments thereof, Lessee shall prohibit the operation of or entry onto the leased premises of gambling cruise ships, or vessels that are used principally for the purpose of gambling, when these vessels are engaged in "cruises to nowhere," where the ships leave and return to the state of Florida without an intervening stop within another state or foreign country or waters within the jurisdiction of another state or foreign country, and any watercraft used to carry passengers to and from such gambling cruise ships.

30. SPECIAL LEASE CONDITIONS:

A. Lessee shall maintain for the term of this lease and any subsequent renewal periods the manatee informational display and manatee awareness signs.

B. All ships shall be moored within the boundaries of the lease area.

C. The city shall supply a list of all ships to be docked at the facility and their lengths.

D. The Lessee shall ensure that (a) no vessel shall be moored at the dock 45 minutes before or 45 minutes after daily estimated time of sunset as stipulated by the Dock Master; (b) no vessel using the lease facility shall operate in any manner which infringes upon the view of the horizon within this time period; (c) the Sunset Celebration activities on the Mallory dock shall be allowed to continue until and unless an agreement has been reached to move the Sunset Celebration activities to a mutually agreed site, with said agreement subject to approval from the Lessor; and (d) no more than 12 one-night variances per calendar year are allowed. Within 14 days after each variance, the Lessee shall provide the Lessor's authorized agent an affidavit signed by the Lessee's authorized agent documenting the date of the occurrence of the variance. The affidavit shall be provided to the Division of State Lands, Florida Key Office, 2796 Overseas Highway, Suite 221, Marathon, FL 33050-4276 (305-289-2310).

E. The Lessor hereby agrees to the special provision of this lease which allows the subleasing of the leased structures for ancillary community sponsored cultural functions such as the "Sunset Celebration", and sports activities. However, the Lessee shall ensure that no ancillary activity will be conducted for a continuous period of time longer than 24 hours and that no super structures will be erected on the lease structure on either a permanent or temporary basis without the prior written consent of the Lessor's authorized agent.

WITNESSES:

Edith Green
Original Signature

Edith Green
Print/Type Name of Witness

Fredrica Jones
Original Signature

Fredrica Jones
Print/Type Name of Witness

BOARD OF TRUSTEES OF THE INTERNAL
IMPROVEMENT TRUST FUND OF THE STATE
OF FLORIDA

BY: [Signature] (SEAL)

* Dale Adams, Operations and Management Services
Manager, Bureau of Public Land Administration,
Division of State Lands, Department of Environmental
Protection, as agent for and on behalf of the Board of Trustees of
the Internal Improvement Trust Fund of the State of Florida

* Scott E. Woolam, Bureau Chief.

"LESSOR"

STATE OF FLORIDA
COUNTY OF LEON

The foregoing instrument was acknowledged before me this 20th day of August, 2004, by
* Dale Adams, Operations and Management Services Manager, Bureau of Public Land Administration, Division of State Lands,
Department of Environmental Protection, as agent for and on behalf of the Board of Trustees of the Internal Improvement Trust
Fund of the State of Florida. He is personally known to me.

APPROVED AS TO FORM AND LEGALITY:

[Signature]
DEP Attorney

Roseanne L. Davis
Notary Public, State of Florida

Printed, Typed or Stamped Name

My Commission Expires:



Roseanne L. Davis
MY COMMISSION EXPIRES
October 11, 2004
BUREAU OF STATE LAND ADMINISTRATION, INC.

Commission/Serial No.

WITNESSES:

Deborah J. Dale
Original Signature

Deborah J. Dale
Typed/Printed Name of Witness

Tracy A. Decker
Original Signature

Tracy A. Decker
Typed/Printed Name of Witness

City of Key West, Florida (SEAL)

BY: [Signature]
Original Signature of Executing Authority

Julio Avel
Typed/Printed Name of Executing Authority

City Manager
Title of Executing Authority

"LESSEE"

STATE OF Florida
COUNTY OF Monroe

The foregoing instrument was acknowledged before me this 2nd day of August, 2004, by
Julio Avel as City Manager for and on behalf of the City of Key West, Florida. He is personally known to me or who has
produced _____ as identification.

My Commission Expires:

March 22, 2007

Commission/Serial No. DD184

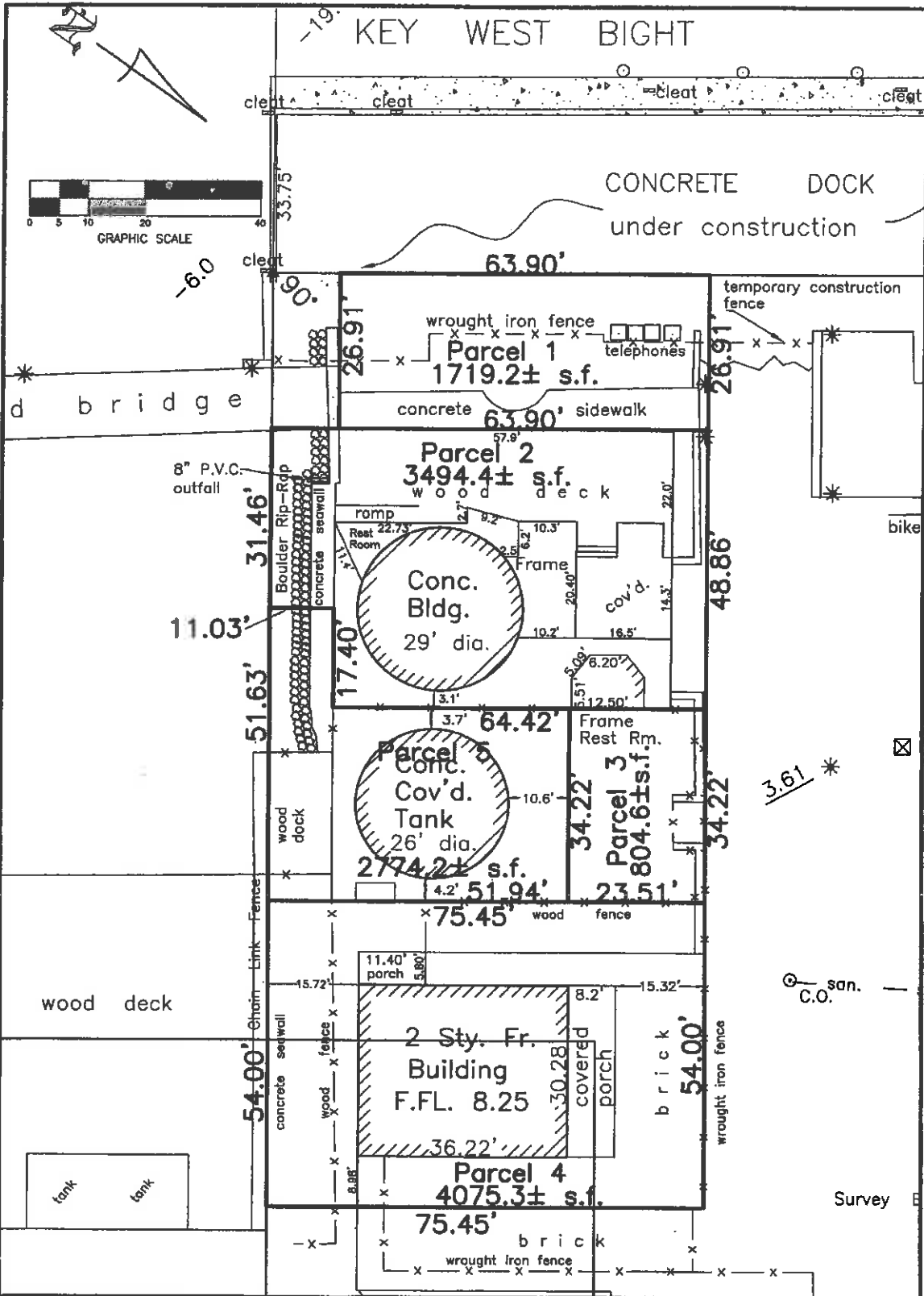


[Signature]
Notary Signature

Notary Public, State of Florida

Maria G Rutledge
Printed, Typed or Stamped Name

Survey



| | | | |
|------------------------------------|-----------|--------------------------|--------------------|
| City of Key West Mallory Square | | | |
| Lease Areas | | | Dwn No.: 10-108 |
| Scale: 1"=20' | Ref. file | Flood panel No. 1516K | Dwn. By: F.H.H. |
| Date: 1/28/10 | | Flood Zone: | Flood Elev. |
| REVISIONS AND/OR ADDITIONS | | | |
| | | | |
| | | | |
| | | | |

ISLAND SURVEYING INC.
ENGINEERS PLANNERS SURVEYORS

3152 Northside Drive
 Suite 2101
 Key West, Fl. 33040
 (305) 293-0466
 Fax. (305) 293-0237
 fhildeb1@bellsouth.net

Line ? S.70°27'7"E

145.00'

Cont. Sewer
Main 18" Water
wood deck
0.4' over

5-Story C.B.S. Hotel
Ocean Key House

POOL

2.66± Ac.

S.20°20'28"W. 150.0'

S.70°26'15"E
37.09'

Doc# 1493547
Blk 2885 Plat 947

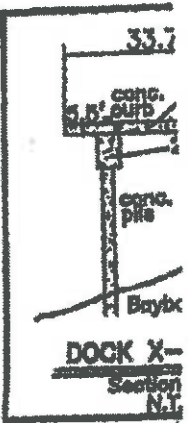


EXISTING LEASE AREA

City of Key West, Mallory Square

464.00'

S.19°32'23"W.



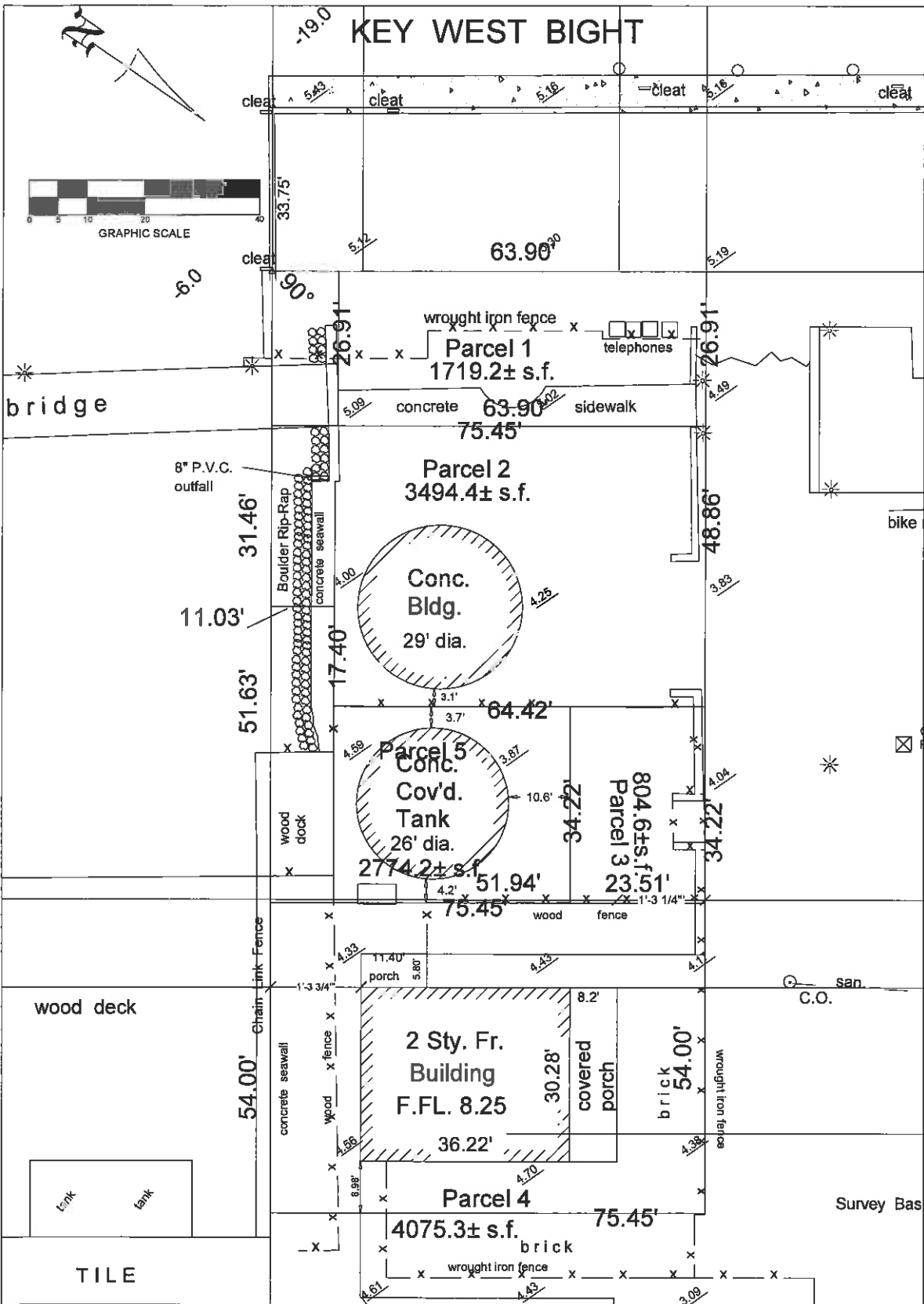
S.70°27'37"E
20.87'

S.16°57'32"W
50.00'

Attachment A
page 9 of 12 Pages
L No. 440769285

Proposed
wood
deck
0.4'

BRICK WALK



| | | | |
|--------------------------------------|--------------|--------------------------|--------------------|
| City of Key West Mallory Square | | | |
| Lease Areas | | | Dwn No.: 10-108 |
| Scale: 1"=20' | Ref. file | Flood panel No. 1516K | Dwn. By: F.H.H. |
| Date: 1/28/10 | | Flood Zone: | Flood Elev. |
| REVISIONS AND/OR ADDITIONS | | | |
| | | | |
| f:/datafred/dwg/cityofkeywest/lease2 | | | |

ISLAND SURVEYING INC.
ENGINEERS PLANNERS SURVEYORS

3152 Northside Drive
Suite 12101
Key West, Fl. 33040
(305) 293-0466
Fax, (305) 293-0237
fildeb1@bellsouth.net

Site Plans

03/02/15

Kevin Bond, AICP, Acting Planning Director
City of Key West
PO Box 1409
Key West, FL 33040

RE: Mallory Square



Dear Kevin,

The attached Planning Board Resolution No. 2011-002 was granted for the redevelopment of a restaurant on Mallory Square. There were several associated variances also approved. An adjacent property owner appealed the variances and eventually the 3rd DCA denied all appeals. The project was then able to proceed to the City Commission. The Commission had concerns about the design and the project did not receive final approval.

Since that time, we have been working on a redesign of the project to accommodate the Commission's concerns and eliminate the need for a height variance. We believe the attached plans better conform to the Commissioner's vision for the property.

We anticipate the need to go back to DRC and we hope we can be scheduled for the March 19th meeting.

Thanks so much,

A handwritten signature in blue ink, which appears to read 'Owen Trepanier', is positioned above the printed name.

Owen Trepanier



"Tropical Soup" PROPOSED RESTAURANT

- AT MALLORY SQUARE -

ARCHITECTS : PETER PIKE & ASSOCIATES
471 US HIGHWAY 1, KEY WEST, FLORIDA 305-296-1692

BUILDING TYPE:
USE & OCCUPANCY: A-2
CONSTRUCTION TYPE: IV, SPRINKLED

FLOOD ZONE:
AE10
SEE ATTACHED FLOOD MAP
FLOOD PROOFING BUILDING PER ZONE AE
REQUIREMENTS.

LOCATION MAP:



PETER PIKE
ARCHITECT

471 U.S. HIGHWAY 1
SUITE 101
KEY WEST, FL 33040
305-296-1692

PROJECT:
TROPICAL SOUP
MALLORY SQUARE
KEY WEST, FL 33040

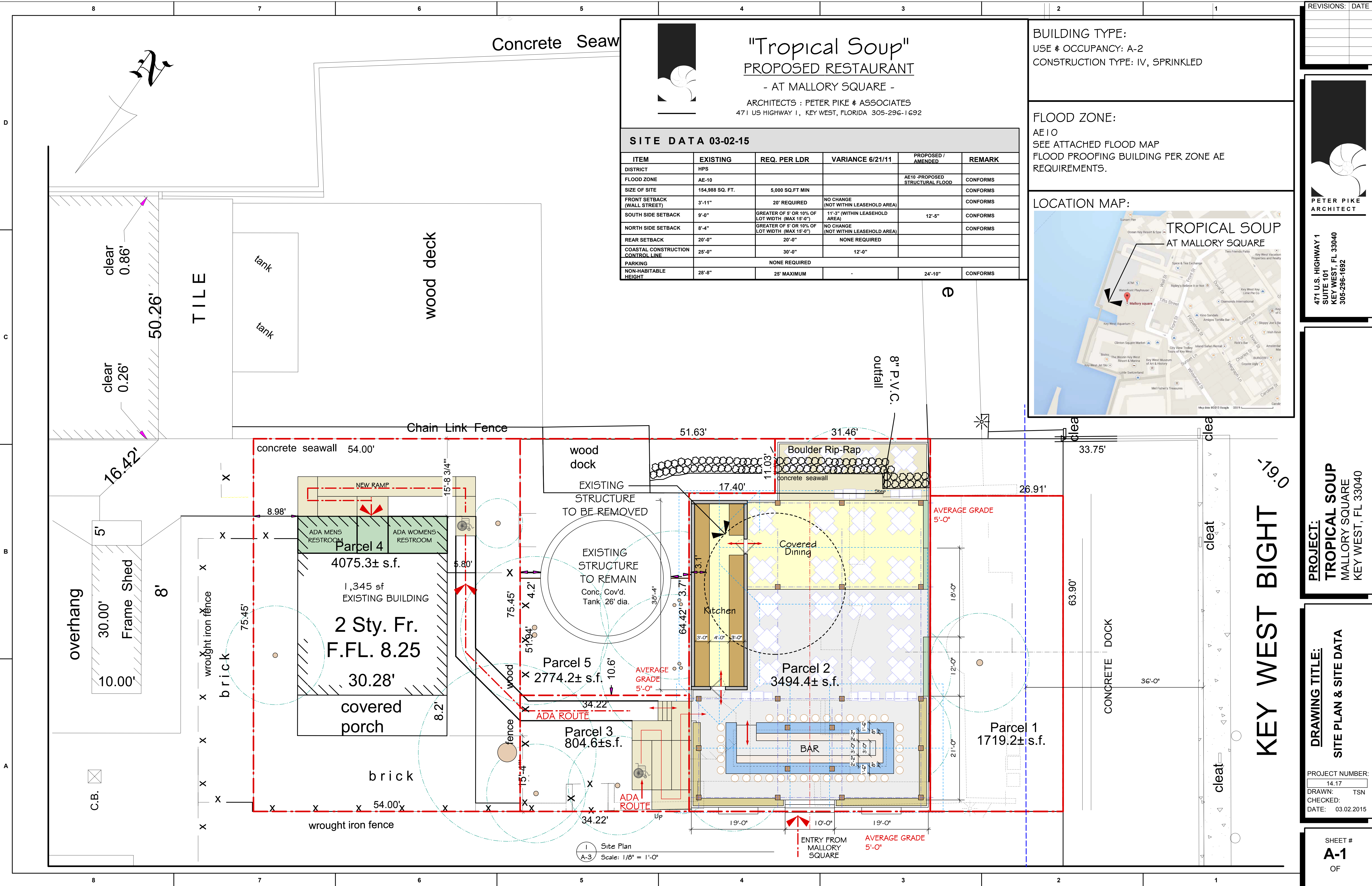
DRAWING TITLE:
SITE PLAN & SITE DATA

PROJECT NUMBER:
14.17
DRAWN: TSN
CHECKED:
DATE: 03.02.2015

SHEET #
A-1
OF

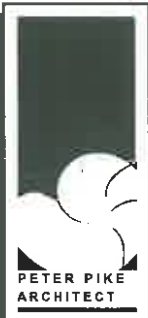
SITE DATA 03-02-15

| ITEM | EXISTING | REQ. PER LDR | VARIANCE 6/21/11 | PROPOSED / AMENDED | REMARK |
|-----------------------------------|-----------------|--|---------------------------------------|---------------------------------|----------|
| DISTRICT | HPS | | | | |
| FLOOD ZONE | AE-10 | | | AE10 -PROPOSED STRUCTURAL FLOOD | CONFORMS |
| SIZE OF SITE | 154,988 SQ. FT. | 5,000 SQ.FT MIN | | | CONFORMS |
| FRONT SETBACK (WALL STREET) | 3'-11" | 20' REQUIRED | NO CHANGE (NOT WITHIN LEASEHOLD AREA) | | CONFORMS |
| SOUTH SIDE SETBACK | 9'-0" | GREATER OF 5' OR 10% OF LOT WIDTH (MAX 15'-0") | 11'-3" (WITHIN LEASEHOLD AREA) | 12'-5" | CONFORMS |
| NORTH SIDE SETBACK | 8'-4" | GREATER OF 5' OR 10% OF LOT WIDTH (MAX 15'-0") | NO CHANGE (NOT WITHIN LEASEHOLD AREA) | | CONFORMS |
| REAR SETBACK | 20'-0" | 20'-0" | NONE REQUIRED | | |
| COASTAL CONSTRUCTION CONTROL LINE | 25'-0" | 30'-0" | 12'-0" | | |
| PARKING | | NONE REQUIRED | | | |
| NON-HABITABLE HEIGHT | 28'-8" | 25' MAXIMUM | - | 24'-10" | CONFORMS |



1 Site Plan
A-3 Scale: 1/8" = 1'-0"

| REVISIONS: | DATE |
|------------|------|
| | |
| | |
| | |



471 U.S. HIGHWAY 1
SUITE 101
KEY WEST, FL 33040
305-296-1692

PROJECT:
TROPICAL SOUP
MALLORY SQUARE
KEY WEST, FL 33040

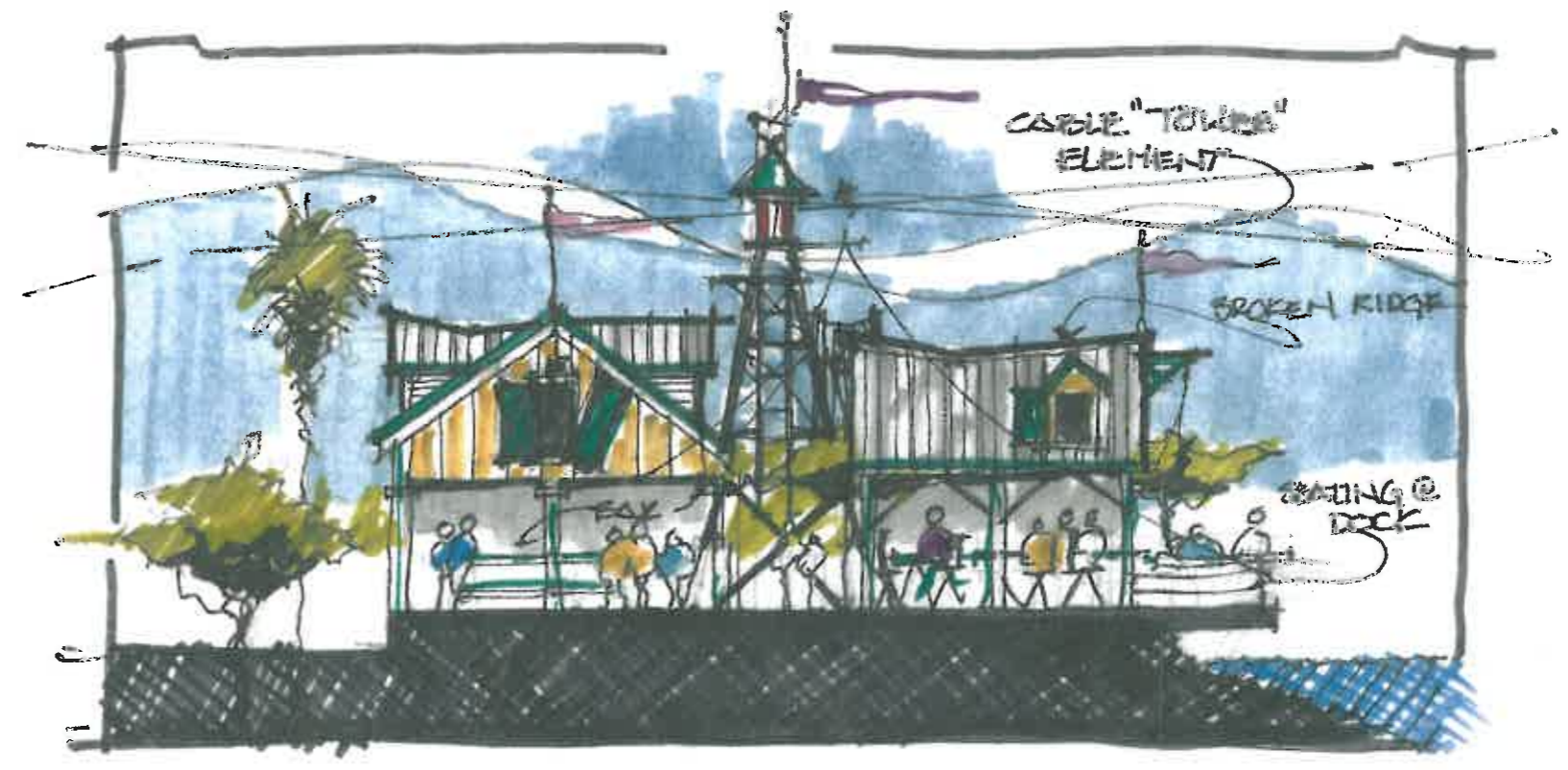
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ELEVATIONS

PROJECT NUMBER:
14.17
DRAWN: TSN
CHECKED:
DATE: 03.13.2015

SHEET #
A-3
OF



1 MALLORY SQUARE ELEVATION
A-3



2 WATER SIDE ELEVATION
A-3

| REVISIONS: | DATE |
|------------|------|
| | |
| | |
| | |
| | |



CHAIR
SCALE: NTS

2
L-1



COFFEE TABLE
SCALE: NTS

3
L-1



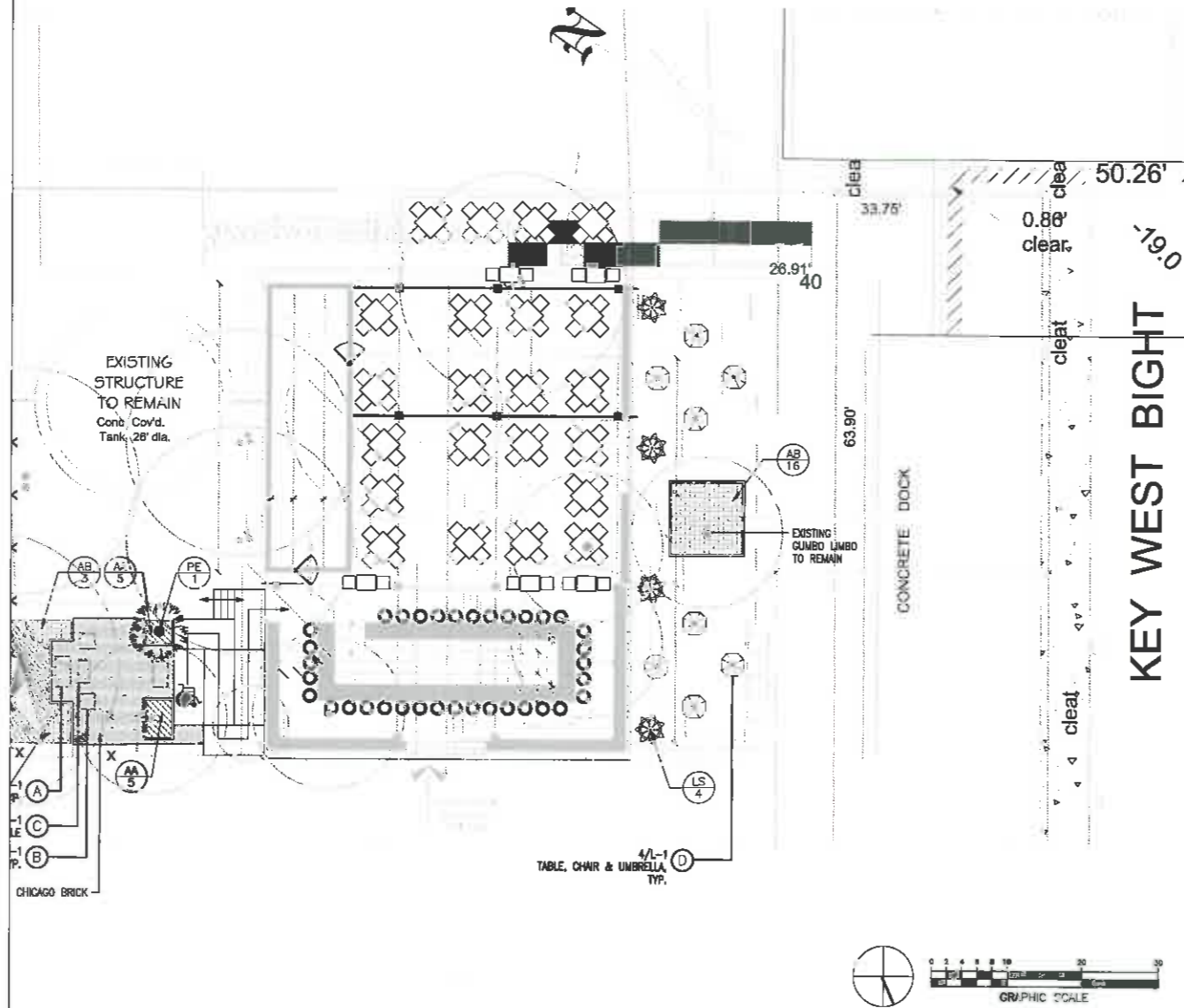
TABLE CHAIRS AND UMBRELLA
SCALE: NTS

4
L-1



PETER PIKE
ARCHITECT

471 U.S. HIGHWAY 1
SUITE 101
KEY WEST, FL 33040
305-296-1892



SITE FURNISHING SCHEDULE

| CODE | ITEM | DESCRIPTION |
|------|------------------------------|---|
| (A) | BENCH | TYPE: JAVA 40" BENCH COLOR: TEAK FINISH: PROTECTIVE STAIN SOURCE: OCEANIC TEAK FURNITURE QUANTITY: 2 |
| (B) | CHAIR | TYPE: JAVA ARMCHAIR COLOR: TEAK FINISH: PROTECTIVE STAIN SOURCE: OCEANIC TEAK FURNITURE QUANTITY: 2 |
| (C) | COFFEE TABLE | TYPE: COFFEE TABLE 36" COLOR: TEAK FINISH: PROTECTIVE STAIN SOURCE: OCEANIC TEAK FURNITURE QUANTITY: 1 |
| (D) | TABLES, CHAIRS AND UMBRELLAS | TYPE: 36" SQUARE TABLE & 4 ATLANTIC CHAIR TEAK SET COLOR: TEAK FINISH: PROTECTIVE STAIN SOURCE: OCEANIC TEAK FURNITURE QUANTITY: 8 |

PLANT SCHEDULE

| SYMBOL | CODE | QTY | BOTANICAL NAME | COMMON NAME | SIZE | SPACING |
|--------|------|-----|------------------------------|---------------------|---|----------|
| (H) | 1 | 1 | HIBISPLUS SPECIOSA CARIVARD | RED HIBISCUS | 15 GAL; 5'-8" HT, FULL, STD | |
| (PE) | 1 | 1 | PHYCOSPHERMA ELEGANS | ALEXANDER PALM | TYP. FRG; 10'-15" DA HTL; 1/2 L, DBLL, DR TPL | |
| (CQ) | 3 | 3 | CRANUM AUGUSTUM 'QUEEN EMMA' | 'QUEEN EMMA' CRANUM | 15 GAL; 48"x48", FULL | |
| (LS) | 4 | 4 | LICUALA SPINOSA | WANDERLIE FAN PALM | 2 GAL | |
| (PN) | 3 | 3 | PSYCHOTRIA NERVOSA | WILD COFFEE | 3 GAL; 18"x18"x24" | |
| (SR) | 5 | 5 | STRELITZIA REGINAE | BIRD OF PARADISE | 7 GAL; 24"x24", NEWLY | |
| (AA) | 14 | 14 | ADIANTUM AETHIOPICUM | MADONNA FERN | 1 GAL, FULL | 15" o.c. |
| (BX) | 24 | 24 | AECHMEA BLANCHETIANA | ORANGE BROMELIAD | 3 GAL FULL | 30" o.c. |
| (PK) | 24 | 24 | PHILODENDRON XANADU | XANADU PHILODENDRON | 3 GAL; 18"x18"x18" | 24" o.c. |
| (PM) | 24 | 24 | POLYTRICHUM MENTUM | WESTERN SHARD FERN | 1 GAL FULL | 18" o.c. |

PROJECT:
TROPICAL SOUP
MALLORY SQUARE
KEY WEST, FL 33040

DRAWING TITLE:
SITE PLAN & SITE DATA

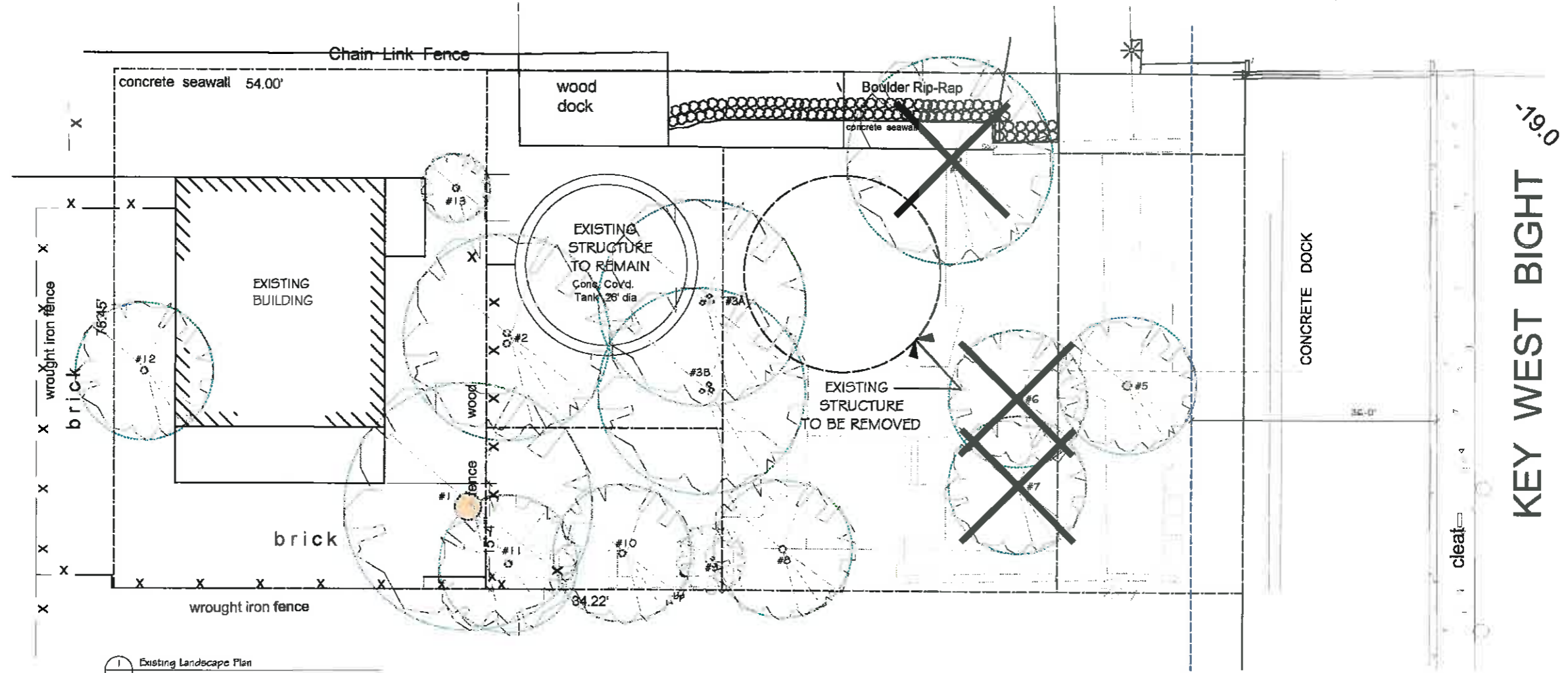
PROJECT NUMBER:
14.17
DRAWN: TSN
CHECKED:
DATE: 03.02.2015

SHEET 1
L-1
LANDSCAPE PLAN

| REVISIONS: | DATE |
|------------|------|
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| | |
| | |
| | |
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| | |
| | |
| | |
| | |

DEMOLITION PLAN NOTES

X TREE TO BE REMOVED



Existing Landscape Plan
Scale: 1/8" = 1'-0"

MALLORY SQUARE EXISTING TREE & PALM DISPOSITION

| # | COMMON NAME | HEIGHT | SPREAD | CALIPER | CONDITION |
|----|-----------------|--------|--------|------------|-----------|
| 1 | FICUS | 35' | 35' | 48" | GOOD |
| 2 | GUMBO LIMBO | 20' | 30' | 12 1/2" | GOOD |
| 3A | SEA GRAPE | 30' | 30' | 6"X6" MULT | FAIR |
| 3B | SEA GRAPE | 30' | 30' | 6"X6" MULT | FAIR |
| 4 | SEA GRAPE | 30' | 30' | 6"X6" MULT | FAIR |
| 5 | GUMBO LIMBO | 20' | 20' | 15" | POOR |
| 6 | GUMBO LIMBO | 30' | 30' | 13" | GOOD |
| 7 | POINCIANA | 30' | 30' | 11" | POOR |
| 8 | COCONUT PALM | 25' | 20' | 12" | GOOD |
| 9 | FICUS | 15' | 10' | 4" | POOR |
| 10 | COCONUT PALM | 20' | 20' | 12" | GOOD |
| 11 | COCONUT PALM | 25' | 20' | 12" | GOOD |
| 12 | COCONUT PALM | 30' | 20' | 12" BEND | FAIR |
| 13 | WASHINGTON PALM | 50' | 10' | 12" | FAIR |

TO BE REMOVED, TYP
TO BE REMOVED, TYP
TO BE REMOVED, TYP



471 U.S. HIGHWAY 1
SUITE 101
KEY WEST, FL 33040
305-296-1692

PROJECT:
TROPICAL SOUP
MALLORY SQUARE
KEY WEST, FL 33040

DRAWING TITLE:
SITE PLAN & SITE DATA

PROJECT NUMBER:
14.17
DRAWN: TSN
CHECKED:
DATE: 03.02.2015

SHEET 2
L-2
DEMOLITION PLAN

Additional Information

Engineer Report

**Cable Storage Structure
Mallory Square
Key West, Florida 33040**

August 3, 2010



SeaTech inc.

830 Crane Boulevard
Sugarloaf Key, Florida 33042
Phone (305) 872-0888
Fax (305) 872-8898

7552 Navarre Parkway, Suite 7
Navarre, Florida 32566
Phone (850) 939-3959
Fax (850) 939-3953

**Cable Storage Structure
Mallory Square
Key West, Florida 33040**

TABLE OF CONTENTS

Section 1 Scope of Work
Section 2 Existing Conditions
Section 3 History
Section 4 Findings & Discussion
Section 5 Conclusions & Recommendations
Section 6 Photographs

Attachment A Local Map
Attachment B Site Map

Section 1: Scope of Work

The purpose of this Engineer Report is to provide a professional evaluation of the Cable Storage Structure on Parcel 2 at Mallory Square, Key West, Florida.

Section 2: Existing Conditions

The Cable Storage Building is located at Mallory Square, Key West, Florida. (See Attachment A, Local Map and Attachment B, Site Map)

The Mallory Square property includes five parcels at the south side of the property. There is a cable storage structure on Parcel 2 and another on Parcel 3. The Cable Storage Building on Parcel 2 is the subject of this report.

The building has a circular footprint and was constructed with a concrete foundation and concrete walls that extend approximately five feet above grade. There are wood framed walls that extend an additional three feet (approx.) above the concrete walls. The building has a wood framed roof system. There is a wood framed floor system inside the building near grade level that is elevated above the bottom of the concrete foundation.

Section 3: History

The Cable Storage Building was originally used to store underwater cables. It was most recently used to house a kitchen to support the operations of a restaurant. The Cable Storage Building is currently being considered for use as part of a proposed restaurant on Mallory Square. The building is a non-contributing historic building that the Historic Architectural Review Commission is requesting to be integrated into the new restaurant plans.

Sea Tech, Inc. was retained to provide an evaluation of the Cable Storage Structure in order to determine the feasibility of re-using the building.

Section 4: Findings & Discussion

The building observations were conducted between 22 July 2010 and 2 August 2010. The attendees included Mr. Paul R. Semmes, PE, Mr. John Paul Castro and Mr. Ryon LaChapelle representing SeaTech, Inc.

There was no invasive work requested or performed during the observation. The observations were made only of readily visible components of the building.

Access to the interior spaces of the building was limited due to the lack of lighting and the poor condition of the floor framing system.

The concrete structure was mostly concealed by wood framing and siding materials.

There were two openings in the concrete walls that extended from the grade level to the top of the concrete structure. The openings were three feet wide and six feet wide. There were other openings in the walls for ac units, venting, etc. There was no tie beam along the top of the concrete walls.

The wood floor framing system was damaged. There were rotted wood members and one third of the floor area appeared to be settled or failed. The floor framing system appeared to be unsafe.

The roof framing system was damaged. There were rotted and deteriorated wood framing members. The wood posts were rotted and deteriorated.

Section 5: Conclusions & Recommendations

The Cable Storage Building is in poor condition. The floor framing system presents an immediate danger for injury, the roof framing system has deteriorated to the degree that the serviceability and structural integrity of the system has been compromised and the concrete walls have been modified without any compensation for the loss of the wall section, thus compromising the structural integrity of the structure. The building is Substantially Damaged as defined by the 2007 Florida Building Code, Existing Building.

The building repairs required as described in this report are in excess of the 50% limitation exacted by the requirements of the Federal Emergency Management Act (FEMA). The repairs are estimated to be approximately \$75K and the value of the building is \$92K as established by the Monroe County Property Appraiser.

The building is unsafe and should be provided with adequate barriers to prevent any entry into the building until the unsafe conditions have been remedied.

Paul R. Semmes, PE

BUILDING EXTERIOR



Picture #1



Picture #2

BUILDING EXTERIOR



Picture #3



Picture #4

ROTTED WOOD FRAMING



Picture #5



Picture #6



Picture #7

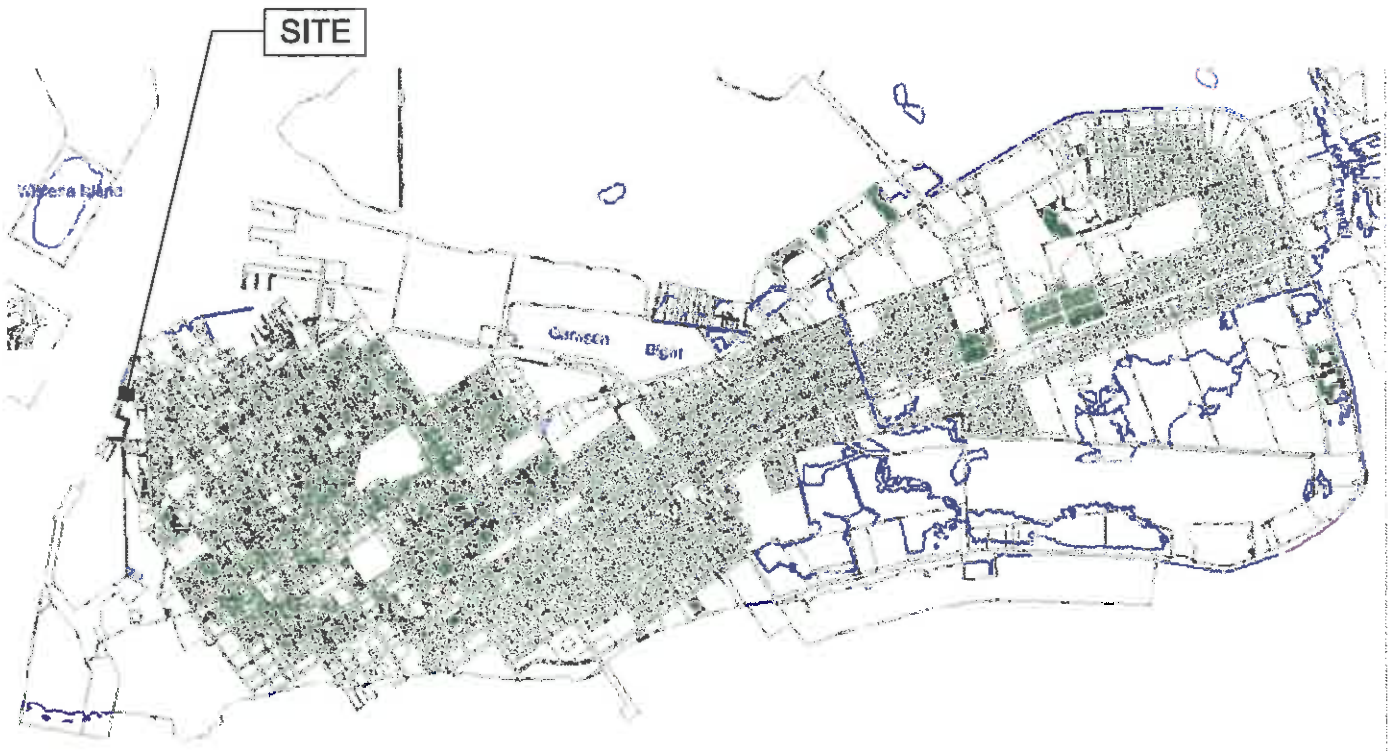


Picture #8



830 CRANE BOULEVARD SUGARLOAF KEY, FLORIDA 33042
TEL: (305) 294-9993 FAX: (850)939-3953
C.A.#28984

SHEET: ATT-A
DATE: 08-06-10
BY: EKM
JOB #



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

Property Record Card -

Maps are now launching the new map application version.

Website tested on IE8,
IE9, & Firefox.
Requires Adobe Flash
10.3 or higher

Alternate Key: **8757778** Parcel ID: **00072082-001100**

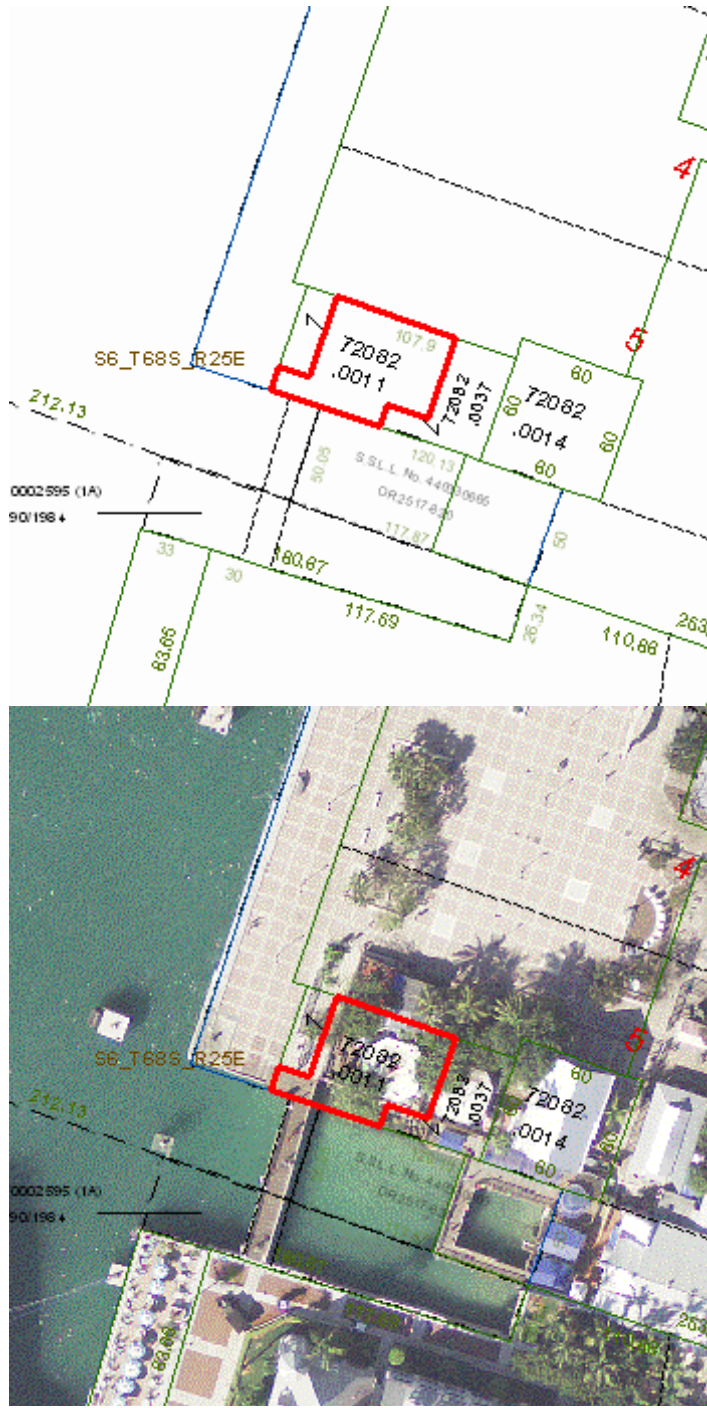
Ownership Details

Mailing Address:
CITY OF KEY WEST
PO BOX 1409
KEY WEST, FL 33041-1409

Property Details

PC Code: 89 - MUNICIPAL OTHER THAN (PC/LIST)
Millage Group: 10KW
Affordable Housing: No
Section-Township-Range: 06-68-25
Property Location: 1 MALLORY SQUARE KEY WEST
Legal Description: (F/K/A ISLAND ADVENTURES OF KEY WEST LEASE) EXPIRED 1/31/95 G64-274/275

Click Map Image to open interactive viewer



Exemptions

| Exemption | Amount |
|----------------------|--------------|
| 15 - MUNICIPAL LANDS | 1,798,414.00 |

Land Details

| Land Use Code | Frontage | Depth | Land Area |
|-----------------------------|----------|-------|-------------|
| 100W - COMMERCIAL WATERFRON | 47 | 58 | 2,992.00 SF |

Building Summary

Number of Buildings: 1
 Number of Commercial Buildings: 1
 Total Living Area: 703
 Year Built: 1986

Building 1 Details

| | | |
|-------------------------|-----------------------|----------------------------|
| Building Type | Condition E | Quality Grade 350 |
| Effective Age 13 | Perimeter 136 | Depreciation % 15 |
| Year Built 1986 | Special Arch 0 | Grnd Floor Area 703 |
| Functional Obs 0 | Economic Obs 0 | |

Inclusions:

| | | |
|------------------|-------------------|-------------------|
| Roof Type | Roof Cover | Foundation |
| Heat 1 | Heat 2 | Bedrooms 0 |
| Heat Src 1 | Heat Src 2 | |

Extra Features:

| | |
|--------------|--------------------|
| 2 Fix Bath 0 | Vacuum 0 |
| 3 Fix Bath 0 | Garbage Disposal 0 |
| 4 Fix Bath 0 | Compactor 0 |
| 5 Fix Bath 0 | Security 0 |
| 6 Fix Bath 0 | Intercom 0 |
| 7 Fix Bath 0 | Fireplaces 0 |
| Extra Fix 7 | Dishwasher 0 |

No sketch available to display

Sections:

| Nbr | Type | Ext Wall | # Stories | Year Built | Attic | A/C | Basement % | Finished Basement % | Area |
|-----|------|----------|-----------|------------|-------|-----|------------|---------------------|------|
| 1 | FLA | | 1 | 1988 | | | | | 616 |

2 FLA 1 1988 87

Interior Finish:

| Section Nbr | Interior Finish Nbr | Type | Area % | Sprinkler | A/C |
|-------------|---------------------|------------------|--------|-----------|-----|
| | 15952 | OFF BLDG-1 STY-D | 100 | N | Y |
| | 15953 | OFF BLDG-1 STY-D | 100 | N | N |

Exterior Wall:

| Interior Finish Nbr | Type | Area % |
|---------------------|--------------------|--------|
| 5488 | AB AVE WOOD SIDING | 29 |
| 5489 | C.B.S. | 71 |

Misc Improvement Details

| Nbr | Type | # Units | Length | Width | Year Built | Roll Year | Grade | Life |
|-----|----------------|----------|--------|-------|------------|-----------|-------|------|
| 1 | WD2:WOOD DECK | 625 SF | 25 | 25 | 1987 | 1988 | 3 | 40 |
| 2 | WD2:WOOD DECK | 1,688 SF | 0 | 0 | 1987 | 1988 | 2 | 40 |
| 3 | DK4:WOOD DOCKS | 672 SF | 56 | 12 | 1985 | 1986 | 1 | 40 |
| 4 | SW2:SEAWALL | 448 SF | 56 | 8 | 1979 | 1980 | 4 | 60 |

Appraiser Notes

#1 MALLORY SQUARE

Building Permits

| Bldg | Number | Date Issued | Date Completed | Amount | Description | Notes |
|------|---------|-------------|----------------|--------|-------------|--------------|
| | 9704298 | 12/22/1997 | 12/21/1999 | 1,000 | | GUTTERS |
| | 9800138 | 01/14/1998 | 12/21/1999 | 5,000 | | ELECTRICAL |
| | 04-3507 | 11/10/2004 | | 2,000 | | DEDUCT METER |
| | 04-3668 | 11/29/2004 | | 23,995 | | FENCE, GATES |

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 |
|-----------|------------------|------------------------------|------------------|---------------------------|----------------------|---------------------|----------------------|
| 2014 | 85,890 | 26,319 | 1,683,880 | 1,796,089 | 1,701,645 | 1,796,089 | 0 |
| 2013 | 87,910 | 26,874 | 1,432,166 | 1,546,950 | 1,546,950 | 1,546,950 | 0 |
| 2012 | 87,910 | 27,430 | 1,432,166 | 1,547,506 | 1,547,506 | 1,547,506 | 0 |
| 2011 | 88,921 | 28,628 | 1,432,166 | 1,549,715 | 1,549,715 | 1,549,715 | 0 |
| 2010 | 90,942 | 29,798 | 1,307,511 | 1,428,251 | 1,428,251 | 1,428,251 | 0 |
| 2009 | 92,963 | 31,431 | 1,496,000 | 1,620,394 | 1,618,969 | 1,620,394 | 0 |

| | | | | | | | |
|------|--------|--------|-----------|-----------|-----------|-----------|---------|
| 2008 | 92,963 | 32,427 | 1,346,400 | 1,471,790 | 1,471,790 | 1,471,790 | 0 |
| 2007 | 69,951 | 28,394 | 1,346,400 | 1,444,745 | 1,444,745 | 1,444,745 | 0 |
| 2006 | 69,951 | 26,559 | 463,760 | 560,270 | 560,270 | 560,270 | 0 |
| 2005 | 71,440 | 27,735 | 374,000 | 473,175 | 473,175 | 473,175 | 0 |
| 2004 | 72,880 | 28,698 | 344,080 | 445,658 | 445,658 | 445,658 | 0 |
| 2003 | 72,880 | 30,010 | 329,120 | 432,010 | 432,010 | 432,010 | 0 |
| 2002 | 72,880 | 30,838 | 329,120 | 432,838 | 432,838 | 432,838 | 0 |
| 2001 | 72,880 | 32,148 | 329,120 | 434,148 | 434,148 | 434,148 | 0 |
| 2000 | 72,880 | 11,362 | 269,280 | 353,522 | 353,522 | 353,522 | 0 |
| 1999 | 72,880 | 11,780 | 269,280 | 353,940 | 353,940 | 353,940 | 0 |
| 1998 | 48,700 | 12,110 | 269,280 | 330,090 | 330,090 | 330,090 | 0 |
| 1997 | 49,676 | 12,567 | 263,296 | 325,539 | 325,539 | 325,539 | 0 |
| 1996 | 45,160 | 12,857 | 263,296 | 321,313 | 321,313 | 321,313 | 0 |
| 1995 | 45,160 | 13,313 | 263,296 | 321,769 | 321,769 | 0 | 321,769 |
| 1994 | 45,160 | 13,645 | 263,296 | 322,101 | 322,101 | 0 | 322,101 |
| 1993 | 45,160 | 14,060 | 263,296 | 322,516 | 322,516 | 0 | 322,516 |
| 1992 | 45,160 | 14,392 | 263,296 | 322,848 | 322,848 | 0 | 322,848 |
| 1991 | 45,160 | 14,847 | 258,016 | 318,023 | 318,023 | 0 | 318,023 |
| 1990 | 45,186 | 15,138 | 235,293 | 295,617 | 295,617 | 0 | 295,617 |
| 1989 | 45,186 | 15,594 | 234,560 | 295,340 | 295,340 | 0 | 295,340 |

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.

There are no sales to display for this parcel.

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



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

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

Property Record Card -

Maps are now launching the new map application version.

Website tested on IE8,
IE9, & Firefox.
Requires Adobe Flash
10.3 or higher

Alternate Key: **8757808** Parcel ID: **00072082-001400**

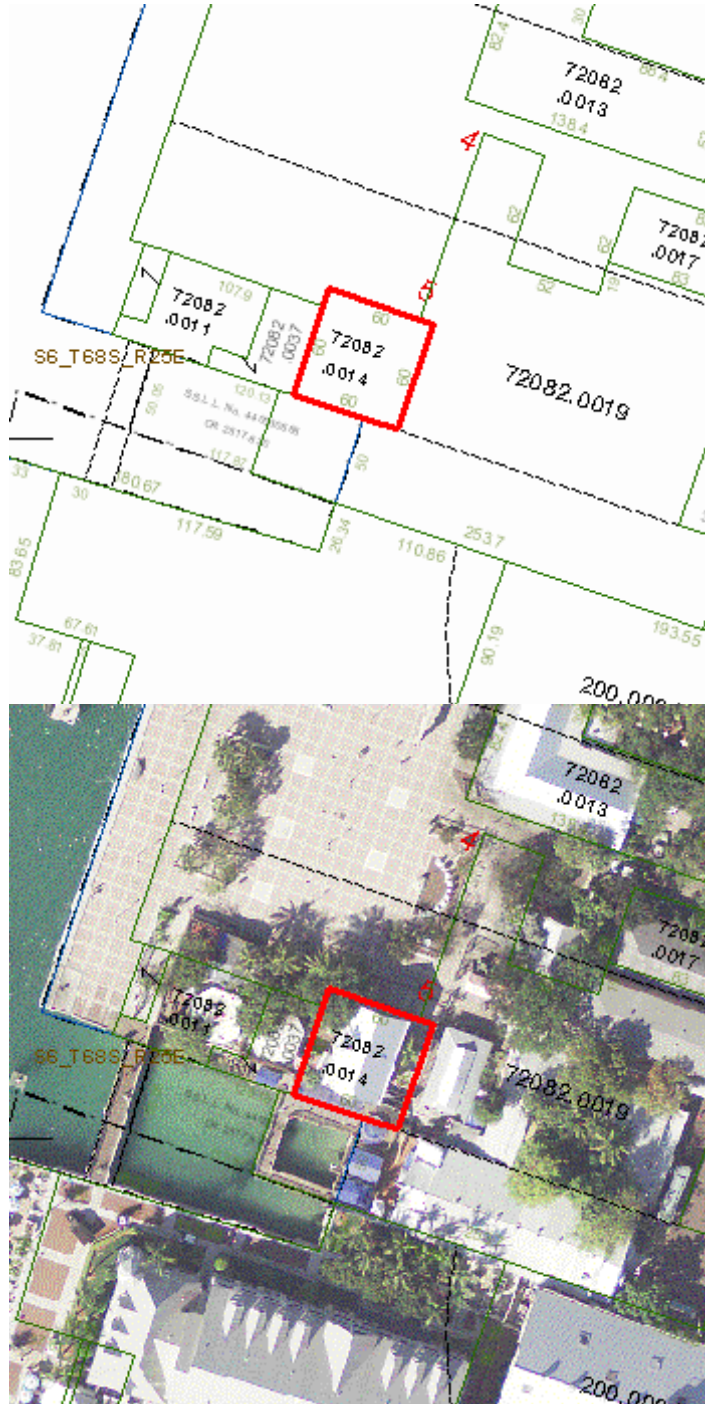
Ownership Details

Mailing Address:
CITY OF KEY WEST
PO BOX 1409
KEY WEST, FL 33041-1409

Property Details

PC Code: 77 - CLUBS,LODGES (PC/LIST)
Millage Group: 10KW
Affordable Housing: No
Section-Township-Range: 06-68-25
Property Location: 10 MALLORY SQUARE KEY WEST
Legal Description: (OLD ISLAND RESTORATION FOUNDATION INC LEASE) G64-274/275

Click Map Image to open interactive viewer



Exemptions

| Exemption | Amount |
|-----------------|--------------|
| 12 - NON-PROFIT | 1,963,120.00 |

Land Details

| Land Use Code | Frontage | Depth | Land Area |
|-----------------------|----------|-------|-------------|
| 100D - COMMERCIAL DRY | 60 | 60 | 3,600.00 SF |

Building Summary

Number of Buildings: 1
 Number of Commercial Buildings: 1
 Total Living Area: 1080
 Year Built: 1938

Building 1 Details

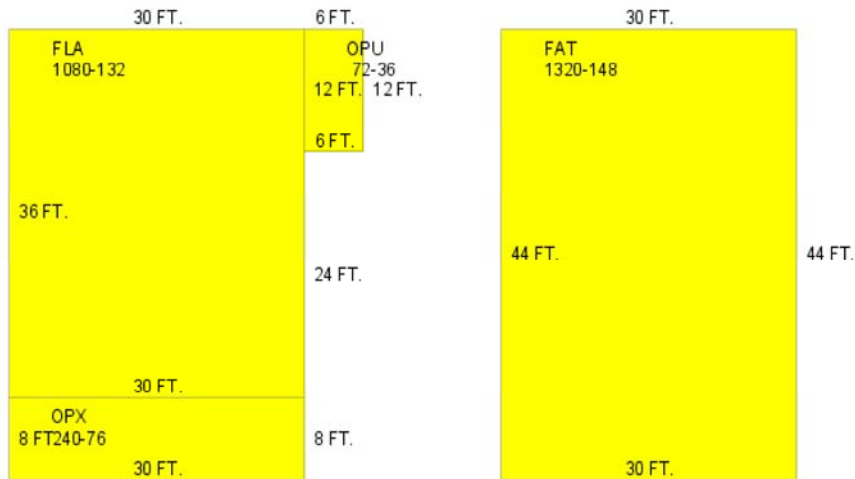
| | | |
|------------------|----------------|-----------------------|
| Building Type | Condition E | Quality Grade 500 |
| Effective Age 19 | Perimeter 132 | Depreciation % 23 |
| Year Built 1938 | Special Arch 0 | Grnd Floor Area 1,080 |
| Functional Obs 0 | Economic Obs 0 | |

Inclusions:

| | | |
|------------|------------|------------|
| Roof Type | Roof Cover | Foundation |
| Heat 1 | Heat 2 | Bedrooms 0 |
| Heat Src 1 | Heat Src 2 | |

Extra Features:

| | |
|--------------|--------------------|
| 2 Fix Bath 0 | Vacuum 0 |
| 3 Fix Bath 0 | Garbage Disposal 0 |
| 4 Fix Bath 0 | Compactor 0 |
| 5 Fix Bath 0 | Security 0 |
| 6 Fix Bath 0 | Intercom 0 |
| 7 Fix Bath 0 | Fireplaces 0 |
| Extra Fix 4 | Dishwasher 0 |



Sections:

| Nbr | Type | Ext Wall | # Stories | Year Built | Attic | A/C | Basement % | Finished Basement % | Area |
|-----|------|----------|-----------|------------|-------|-----|------------|---------------------|------|
| 1 | OPX | | 1 | 1988 | | | | | 240 |

| | | | | |
|---|-----|---|------|-------|
| 2 | FLA | 1 | 1988 | 1,080 |
| 3 | OPU | 1 | 1988 | 72 |
| 4 | FAT | 1 | 1988 | 1,320 |

Interior Finish:

| Section Nbr | Interior Finish Nbr | Type | Area % | Sprinkler | A/C |
|-------------|---------------------|-------------------|--------|-----------|-----|
| | 15962 | OPX | 100 | N | N |
| | 15963 | TOURIST ATTRAC-B- | 100 | Y | Y |
| | 15964 | OPU | 100 | N | N |
| | 15965 | FAT | 100 | N | N |

Exterior Wall:

| Interior Finish Nbr | Type | Area % |
|---------------------|--------------------|--------|
| 5492 | AB AVE WOOD SIDING | 100 |

Misc Improvement Details

| Nbr | Type | # Units | Length | Width | Year Built | Roll Year | Grade | Life |
|-----|-----------------|---------|--------|-------|------------|-----------|-------|------|
| 1 | PT2:BRICK PATIO | 420 SF | 60 | 7 | 1979 | 1980 | 1 | 50 |
| 2 | PT2:BRICK PATIO | 77 SF | 11 | 7 | 1979 | 1980 | 2 | 50 |

Appraiser Notes

MALLORY SQUARE-- OLD ISLAND RESTORATION-HOSPITALITY HOUSE- #10 MALLORY SQUARE TPP 8610696 - OLD ISLAND RESTORATION FOUNDATION (EXEMPT)

Building Permits

| Bldg | Number | Date Issued | Date Completed | Amount | Description | Notes |
|------|---------|-------------|----------------|--------|-------------|---------------------------|
| | B942155 | 06/01/1994 | 12/01/1994 | 3,400 | | REPAIRS & MODIFICATIONS |
| | B953897 | 11/01/1995 | 12/01/1995 | 2,500 | | REPAIRS |
| | 9700923 | 03/01/1997 | 12/01/1997 | 1,960 | | ROOF REPAIRS |
| | 0103340 | 10/24/2001 | 12/04/2001 | 18,000 | | RENOVATIONS/HANDICAP RAMP |
| | 0103340 | 12/10/2001 | 09/10/2002 | 18,000 | | ELECTRICAL |

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 |
|-----------|------------------|------------------------------|------------------|---------------------------|----------------------|---------------------|----------------------|
| 2014 | 206,593 | 1,323 | 1,755,072 | 1,962,988 | 1,852,149 | 1,962,988 | 0 |
| 2013 | 206,593 | 1,323 | 1,475,856 | 1,683,772 | 1,683,772 | 1,683,772 | 0 |
| 2012 | 217,326 | 1,323 | 1,475,856 | 1,694,505 | 1,694,505 | 1,694,505 | 0 |

| | | | | | | | |
|------|---------|-------|-----------|-----------|-----------|-----------|---------|
| 2011 | 217,326 | 1,323 | 1,475,856 | 1,694,505 | 1,575,255 | 1,694,505 | 0 |
| 2010 | 228,058 | 1,323 | 1,363,968 | 1,593,349 | 1,432,050 | 1,593,349 | 0 |
| 2009 | 228,058 | 1,390 | 1,607,400 | 1,836,848 | 1,301,864 | 1,836,848 | 0 |
| 2008 | 228,058 | 1,455 | 954,000 | 1,183,513 | 1,183,513 | 1,183,513 | 0 |
| 2007 | 166,054 | 1,522 | 954,000 | 1,121,576 | 1,121,576 | 1,121,576 | 0 |
| 2006 | 166,054 | 1,587 | 504,000 | 671,641 | 671,641 | 671,641 | 0 |
| 2005 | 167,963 | 1,654 | 396,000 | 565,617 | 565,617 | 565,617 | 0 |
| 2004 | 171,775 | 1,721 | 360,000 | 533,496 | 533,496 | 533,496 | 0 |
| 2003 | 171,775 | 1,786 | 295,200 | 468,761 | 468,761 | 468,761 | 0 |
| 2002 | 171,775 | 1,853 | 295,200 | 468,828 | 468,828 | 468,828 | 0 |
| 2001 | 163,383 | 1,918 | 295,200 | 460,501 | 460,501 | 460,501 | 0 |
| 2000 | 163,383 | 635 | 187,200 | 351,218 | 351,218 | 351,218 | 0 |
| 1999 | 163,383 | 657 | 187,200 | 351,240 | 351,240 | 351,240 | 0 |
| 1998 | 108,922 | 677 | 187,200 | 296,799 | 296,799 | 296,799 | 0 |
| 1997 | 108,922 | 699 | 180,000 | 289,621 | 289,621 | 289,621 | 0 |
| 1996 | 99,020 | 720 | 180,000 | 279,740 | 279,740 | 279,740 | 0 |
| 1995 | 99,020 | 741 | 180,000 | 279,761 | 279,761 | 279,761 | 0 |
| 1994 | 99,020 | 762 | 180,000 | 279,782 | 279,782 | 279,782 | 0 |
| 1993 | 99,020 | 784 | 180,000 | 279,804 | 279,804 | 279,804 | 0 |
| 1992 | 99,020 | 805 | 180,000 | 279,825 | 279,825 | 279,825 | 0 |
| 1991 | 99,020 | 826 | 180,000 | 279,846 | 279,846 | 279,846 | 0 |
| 1990 | 99,020 | 848 | 188,100 | 287,968 | 287,968 | 287,968 | 0 |
| 1989 | 99,020 | 868 | 187,200 | 287,088 | 287,088 | 0 | 287,088 |

Parcel Sales History

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



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

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

Property Record Card -

Maps are now launching the new map application version.

Website tested on IE8,
IE9, & Firefox.
Requires Adobe Flash
10.3 or higher

Alternate Key: **8801131** Parcel ID: **00072082-003700**

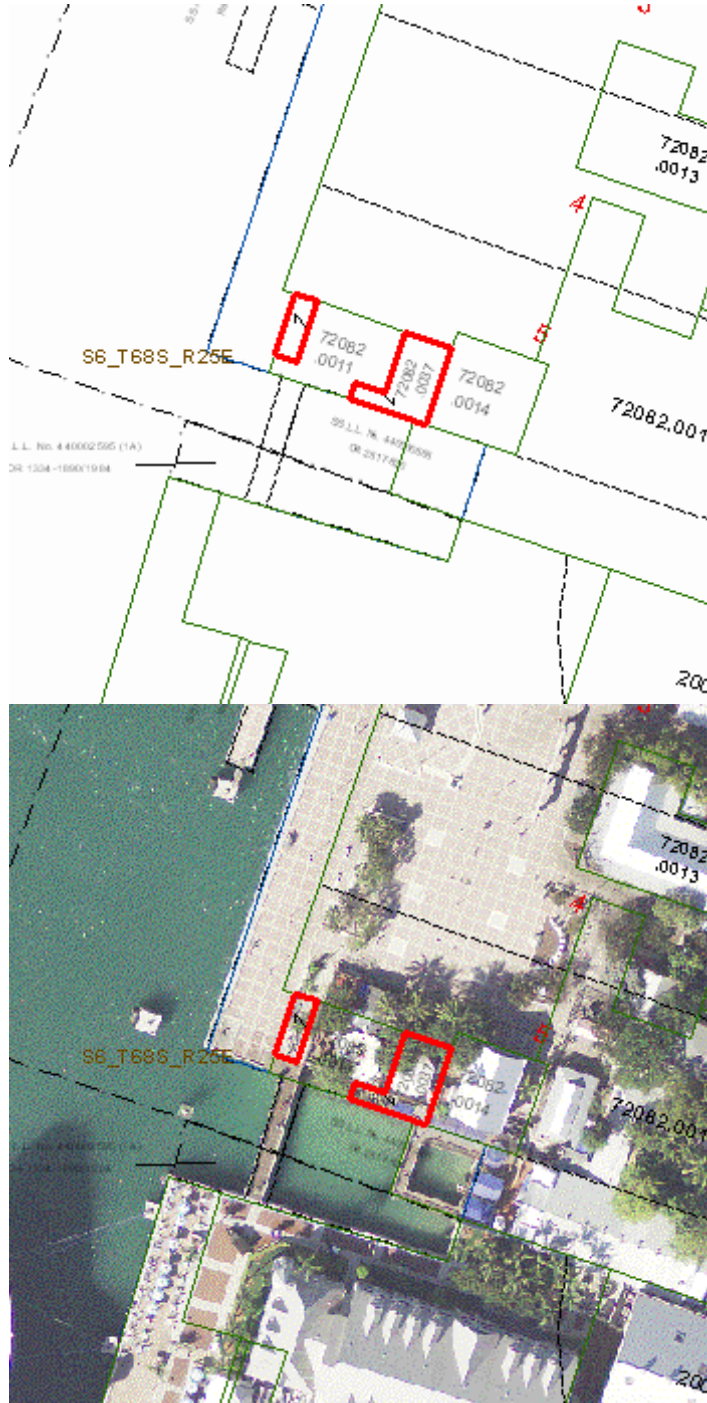
Ownership Details

Mailing Address:
CITY OF KEY WEST
PO BOX 1409
KEY WEST, FL 33041-1409

Property Details

PC Code: 21 - RESTAURANTS & CAFETERIAS
Millage Group: 10KW
Affordable Housing: No
Section-Township-Range: 06-68-25
Property Location: PT OF MALLORY SQ VACANT LAND KEY WEST
Legal Description: (TROPICAL SHELL AND GIFT INC LEASE DATED 2/20/85) G64-274/275

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



Land Details

| Land Use Code | Frontage | Depth | Land Area |
|-----------------------------|----------|-------|-------------|
| 100W - COMMERCIAL WATERFRON | 0 | 0 | 2,038.00 SF |
| 100D - COMMERCIAL DRY | 0 | 0 | 774.00 SF |

Building Summary

Number of Buildings: 1

Number of Commercial Buildings: 1
 Total Living Area: 625
 Year Built: 1950

Building 1 Details

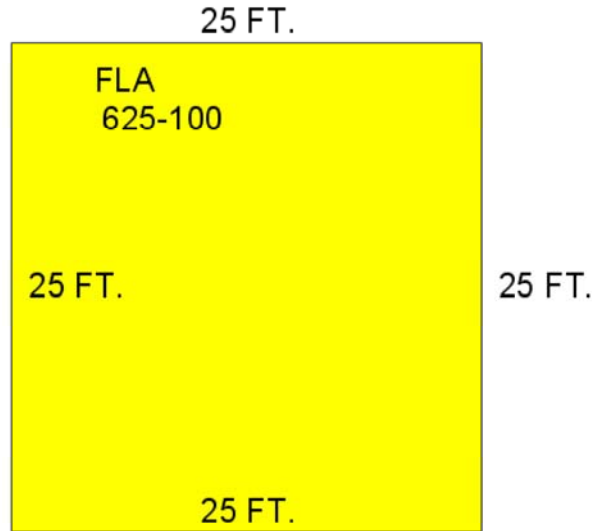
| | | |
|-------------------------|-----------------------|----------------------------|
| Building Type | Condition A | Quality Grade 350 |
| Effective Age 22 | Perimeter 100 | Depreciation % 26 |
| Year Built 1950 | Special Arch 0 | Grnd Floor Area 625 |
| Functional Obs 0 | Economic Obs 0 | |

Inclusions:

| | | |
|------------------|-------------------|-------------------|
| Roof Type | Roof Cover | Foundation |
| Heat 1 | Heat 2 | Bedrooms 0 |
| Heat Src 1 | Heat Src 2 | |

Extra Features:

| | |
|--------------|--------------------|
| 2 Fix Bath 1 | Vacuum 0 |
| 3 Fix Bath 1 | Garbage Disposal 0 |
| 4 Fix Bath 0 | Compactor 0 |
| 5 Fix Bath 0 | Security 0 |
| 6 Fix Bath 0 | Intercom 0 |
| 7 Fix Bath 0 | Fireplaces 0 |
| Extra Fix 1 | Dishwasher 0 |



Sections:

| Nbr | Type | Ext Wall | # Stories | Year Built | Attic | A/C | Basement % | Finished Basement % | Area |
|-----|------|----------|-----------|------------|-------|-----|------------|---------------------|------|
| 1 | FLA | | 1 | 1993 | | | | | 625 |

Interior Finish:

| Section Nbr | Interior Finish Nbr | Type | Area % | Sprinkler | A/C |
|-------------|---------------------|-------------|--------|-----------|-----|
| | 16369 | VACANT COMM | 100 | N | N |

Exterior Wall:

| Interior Finish Nbr | Type | Area % |
|---------------------|---------------|--------|
| 5644 | REIN CONCRETE | 100 |

Misc Improvement Details

| Nbr | Type | # Units | Length | Width | Year Built | Roll Year | Grade | Life |
|-----|------------------|---------|--------|-------|------------|-----------|-------|------|
| 1 | UB2:UTILITY BLDG | 660 SF | 0 | 0 | 1949 | 1950 | 1 | 50 |
| 2 | FN2:FENCES | 560 SF | 140 | 4 | 1999 | 2000 | 2 | 30 |
| 3 | WD2:WOOD DECK | 216 SF | 24 | 9 | 1999 | 2000 | 1 | 40 |

Building Permits

| Bldg | Number | Date Issued | Date Completed | Amount | Description | Notes |
|------|---------|-------------|----------------|--------|-------------|-------------------------|
| | 9600712 | 02/01/1996 | 08/01/1996 | 2,000 | | ELECTRIC PERMIT |
| | 9999999 | 11/05/1999 | 11/05/1999 | 1 | | REMODEL TO RESTAURANT |
| | 9903174 | 10/25/1999 | 12/21/1999 | 3,000 | | INSTALL 10 NEW FIXTURES |
| | 9903174 | 09/16/1999 | 12/21/1999 | 3,000 | | REMODELING |
| | 9802425 | 08/10/1998 | 12/21/1999 | 2,800 | | FENCE |
| | 9903522 | 10/29/1999 | 12/21/1999 | 3,800 | | DECK |
| | 0103146 | 09/14/2001 | 12/04/2001 | 4,850 | | NEW COUNTER |
| | 0102798 | 09/17/2001 | 12/04/2001 | 6,000 | | NEW ELECTRICAL/200 AMP |

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 |
|-----------|------------------|------------------------------|------------------|---------------------------|----------------------|---------------------|----------------------|
| 2014 | 47,928 | 3,967 | 1,988,673 | 2,040,568 | 1,912,044 | 0 | 2,040,568 |
| 2013 | 110,868 | 4,088 | 1,684,691 | 1,799,647 | 1,738,222 | 0 | 1,799,647 |
| 2012 | 110,868 | 4,177 | 1,465,157 | 1,580,202 | 1,580,202 | 0 | 1,580,202 |
| 2011 | 113,477 | 4,279 | 1,465,157 | 1,582,913 | 1,508,597 | 0 | 1,582,913 |
| 2010 | 113,477 | 4,387 | 1,253,588 | 1,371,452 | 1,371,452 | 0 | 1,371,452 |
| 2009 | 114,781 | 4,489 | 1,357,336 | 1,476,606 | 1,368,594 | 0 | 1,476,606 |
| 2008 | 117,390 | 4,577 | 1,122,210 | 1,244,177 | 1,244,177 | 0 | 1,244,177 |
| 2007 | 87,389 | 4,699 | 1,122,210 | 1,214,298 | 1,214,298 | 0 | 1,214,298 |
| 2006 | 87,389 | 4,787 | 424,250 | 516,426 | 516,426 | 0 | 516,426 |
| 2005 | 70,700 | 4,890 | 339,890 | 415,480 | 415,480 | 0 | 415,480 |
| 2004 | 72,302 | 4,997 | 311,770 | 389,069 | 389,069 | 0 | 389,069 |
| 2003 | 72,302 | 5,100 | 287,648 | 365,050 | 365,050 | 0 | 365,050 |
| 2002 | 72,302 | 5,188 | 287,648 | 365,138 | 365,138 | 0 | 365,138 |
| 2001 | 72,302 | 5,310 | 287,648 | 365,260 | 365,260 | 0 | 365,260 |

| | | | | | | | |
|-------------|--------|-------|---------|---------|---------|---|---------|
| 2000 | 67,548 | 2,324 | 223,668 | 293,540 | 293,540 | 0 | 293,540 |
| 1999 | 0 | 1,056 | 177,813 | 178,869 | 178,869 | 0 | 178,869 |
| 1998 | 0 | 1,056 | 177,813 | 178,869 | 178,869 | 0 | 178,869 |
| 1997 | 0 | 1,056 | 173,208 | 174,264 | 174,264 | 0 | 174,264 |
| 1996 | 0 | 1,056 | 173,208 | 174,264 | 174,264 | 0 | 174,264 |
| 1995 | 0 | 1,056 | 173,208 | 174,264 | 174,264 | 0 | 174,264 |
| 1994 | 0 | 1,056 | 173,208 | 174,264 | 174,264 | 0 | 174,264 |
| 1993 | 0 | 1,056 | 173,208 | 174,264 | 174,264 | 0 | 174,264 |
| 1992 | 0 | 1,056 | 218,044 | 219,100 | 219,100 | 0 | 219,100 |

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.

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