

**PIER B DEVELOPMENT CORP.**  
1001 East Atlantic Avenue  
Suite 202  
Delray Beach, Florida 33483

April 3, 2022

Jimmy Weekley – District 1 – [DistrictI@cityofkeywest-fl.gov](mailto:DistrictI@cityofkeywest-fl.gov)  
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Teri Johnston – Mayor – [mayor@cityofkeywest-fl.gov](mailto:mayor@cityofkeywest-fl.gov)

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Shawn D. Smith – City Attorney – [sdsmith@cityofkeywest-fl.gov](mailto:sdsmith@cityofkeywest-fl.gov)

Re: Cruise Ship Operations at Pier B

Dear Commissioners, Mayor and City Manager:

It has come to our attention that on March 31, 2022, Safer Cleaner Ships released a Blog Post asserting that “Pier B’s modern cruiseport has never been authorized by the City:”

This assertion is a gross misrepresentation of the facts and an unfair and misleading assertion given that the available public records contain unequivocal proof of the following:

In 1999, the City: (a) authorized and supported the Pier B expansion, (b) granted a building permit for the Pier B expansion, (c) issued a certificate of occupancy for the Pier B expansion and (d) represented to the State of Florida that the expansion of Pier B was approved and authorized by the City.

Unfortunately, this misrepresentation is one of many factual misrepresentations that have been commonplace for the past two years on the issue of cruise ships in Key West.

It is reprehensible to suggest that the City and the City Commission is uninformed or has been acting unlawfully or has been derelict in its duties regarding Pier B.

The half-truths and misrepresentations should no longer be tolerated. The facts (facts that have been in the public records for decades) are as follows:

- The 1999 expansion of Pier B was expressly authorized by the City in Resolution 99-457. This resolution called for the execution of the Agreement for the Built-Out Truman Annex DRI. This Built-Out Agreement was executed by the City on December 29, 1999 and expressly provides: (a) at the lead-in to Section 1, that the counterparties defined as “Owners” therein are “... entitled to

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complete the following development authorized by the Twelfth Amendment:”, and (b) at Section 1(B) “On the mainland, the Owners shall be entitled to complete the Pier B expansion that is now in progress...” (Exhibit 1). The Twelfth Amendment was approved by the City in Resolution 95-278 adopted on July 18, 1995, and the development authorized thereunder includes the Pier B cruiseport.

- The 1999 Expansion of Pier B, to include use of the additional lands covered by the expansion, was approved through the issuance of Building Permit 99-00003006 (the “Permit”) that approved the expansion of Pier B and the drawings attached to the application for the Permit and the accompanying “Plan on File” showed the area of the expansion and to be used by ships after completion. On December 31, 1999, the City issued a Certificate of Occupancy for the “Improvements to Pier B Cruiseport.” The Permit and the CO are development orders by which the City expressly authorized “Pier B’s modern cruiseport” and its expanded use for larger ships. (Exhibit 2).
- In connection with the Pier B expansion in 1999, Pier B Development Corp. (“PBDC”) had to obtain a permit for the construction of the expansion contemplating the use of the sovereignty submerged lands for larger ships. During that process, the City, on January 22, 1999, wrote to FDEP stating that it had no objection to FDEP issuing its permit for the expansion of Pier B and that “Pier B expansion improvement will offer a safer berth for cruise ships and better convenience for visitors” (Exhibit 3)
- Since 1999, the City has recognized the authorized use of expanded Pier B under the Declaration of Covenants, Conditions and Restrictions (the “Declaration”) approved by the City in Resolution 93-405 and the City has, for years, participated in trade shows promoting Key West and Pier B and has accepted more than \$20 Million in payments payable to the City under the Declaration from the permitted and City-authorized, expanded Pier B. Therefore, the City has recognized that all lands used by Pier B, through the present date, are within the purview of the Declaration.

These documents clearly show the unequivocal truth - the City certainly and expressly authorized the Pier B expansion and has greatly benefitted from its operation. For the greater good of the City of Key West, the ongoing efforts to delay the settlement process or mislead the participants in the process through blatant misrepresentations are not helpful and are unfair to everyone who is working hard towards a resolution.

The truth is that PBDC is voluntarily making concessions. PBDC is making concessions through the City-prescribed mediation process in an effort to resolve differences, save both parties legal fees and try to put an end to a matter that has divided the community at large.

Under the existing rights of PBDC, the City Attorney and outside counsel recognize that PBDC: (a) has no limit on the size of ships, (b) can bring in more than one cruise ship a day, and (c) could dock cruise ships 364 days each year, and (d) could disembark an unlimited number of passengers per day. Any suggestion that PBDC needs the proposed settlement agreement to operate its cruiseport is factually absurd and legally untenable.

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We have followed your directions to work together with staff, Safer Cleaner Ships and outside counsel in a mediation with Judge Taylor. Please respect the time and good faith effort put in by everyone through mediation to get to where we are. We ask you to please look at the science and facts which support the fair and fully-negotiated proposed settlement agreement.

Sincerely,

PIER B DEVELOPMENT CORP.

By:   
Mark Walsh  
President

MW/dh

RESOLUTION NO. 99-457

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF KEY WEST, FLORIDA, APPROVING THE ATTACHED AGREEMENT FOR THE BUILT-OUT TRUMAN ANNEX DRI; PROVIDING CONDITIONS; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, given the expiration of the Truman Annex Development Order and the limited remaining development on Sunset Island, at Pier B, and at one parcel in the Annex, the City Commission desires to enter into an Agreement with the property owners and the Florida Department of Community Affairs to establish the remaining terms of development;

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

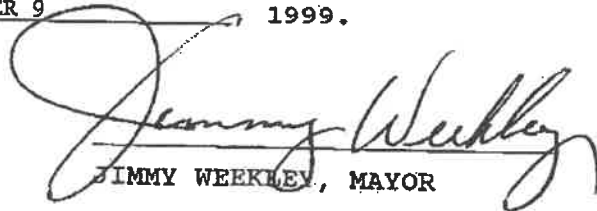
Section 1: That the attached Agreement for the Built-Out Truman Annex DRI is hereby approved, conditioned upon the City Planner's review of the developer's performance under the DRI, and if the City Planner finds no substantial objection by December 28, 1999, the Agreement may be executed.

Section 2: That this Resolution shall go into effect immediately upon its passage and adoption and authentication by the signature of the presiding officer and the Clerk of the Commission.

Passed and adopted by the City Commission at a meeting held this 7th day of DECEMBER, 1999.

Authenticated by the presiding officer and Clerk of the Commission on DECEMBER 9, 1999.

Filed with the Clerk DECEMBER 9 1999.

  
JIMMY WEEKLEY, MAYOR

ATTEST:


  
CHERYL SMITH, CITY CLERK

EXHIBIT 1

99-457

**AGREEMENT FOR THE BUILT-OUT TRUMAN ANNEX DRI**

This Agreement is entered into between the Florida Department of Community Affairs ("the DCA"), the City of Key West, a Florida municipal corporation ("the City"), and Parcel G Island Development Corp., Parcel J Island Development Corp., Parcel K Island Development Corp., Parcel L Island Development Corp., Sunset Acquisitions Corporation, Sunset Key PB Corporation, Sunset Key Restaurant Corporation, Marpalm of Florida, Inc., Sunset Key Transportation Corporation, Pier B Development Corp., Caroline Street Development Corp., Pier Bravo Development Corp., and Tannex Development Corp., all of which are Florida corporations, (hereafter referred to collectively as "the Owners"), pursuant to Sections 380.032 and 380.06(15)(g), Florida Statutes (1997).

WHEREAS, the City entered into a Development Agreement with the then-owner of the Truman Annex on December 8, 1986, and subsequently issued a DRI Development Order for the Truman Annex Development of Regional Impact ("the Truman Annex DRI") on March 8, 1988, which development order was amended numerous times, concluding with the Twelfth Amendment to the Development Agreement and a corresponding amendment to the Truman Annex DRI Development Order, approved and adopted by the City in Resolutions 95-278 and 95-279 on July 20, 1995, (Exhibits "A" and "B" hereto) (hereafter referred to collectively as "the Twelfth Amendment"); and

WHEREAS, the Truman Annex DRI is essentially built-out, including all infrastructure necessary to support the development authorized by the Twelfth Amendment, and the amount of development remaining does not create the likelihood of any additional regional impact not previously reviewed; and

[Agreement for the Built-Out Truman Annex DRI]

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WHEREAS, the Owners hold legal and equitable title to all lands within the Truman Annex DRI on which additional development is authorized pursuant to the Twelfth Amendment; and

WHEREAS, the Owners control the remaining development in the Truman Annex DRI pursuant to the Memorandum of Bifurcation of Development Rights Agreement made on August 10, 1991, and recorded in the Public Records of Monroe County at 698772, Book 1180, pages 2048-2064, (attached hereto as Exhibit "C") and desire to complete the remaining development; and

WHEREAS, the Truman Annex DRI development is in compliance with all applicable terms and conditions of the Truman Annex DRI Development Order and all Truman Annex DRI Development Order requirements for the contribution of funds, land, and public facilities expressly designated and used to mitigate impacts attributable to the approved development have been satisfied; and

WHEREAS, the DCA is the State Land Planning Agency of Florida having the power and duty to exercise general supervision of the administration and enforcement of Chapter 380, Florida Statutes, which includes provisions relating to developments of regional impact; and

WHEREAS, the DCA is authorized by Sections 380.032 and 380.06(15), Florida Statutes, to enter into agreements that establish the terms and conditions for future development of built-out Developments of Regional Impact; and

NOW, THEREFORE,

The DCA, the City, and the Owners agree as follows:

1. The Owners shall be entitled to complete the following development authorized by the Twelfth Amendment:

A. On Sunset Island, the Owners shall be entitled to construct three (3) additional transient units, 8,700 square feet of commercial space, and restaurant seats which shall not exceed the total number of seats authorized in the Twelfth Amendment. A total of 70 non-transient residential units are permitted; 23 lots are already sold. The Owners shall be entitled to sell the remaining 47 residential lots for single family use. Provided, however, that up to 12 additional non-transient residential units may be transferred to Sunset Island from the mainland, as described below.

B. On the mainland, the Owners shall be entitled to complete the Pier B expansion that is now in progress, and shall be entitled to construct 8,659 square feet of commercial space, the 10,600 square feet of artists' space, plus 12 additional non-transient residential units at Marina Court/Caroline Court, and restaurant seats which shall not exceed the total number of seats authorized by the Twelfth Amendment. Alternatively, some or all of the 12 non-transient residential units may be transferred to Sunset Island.

2. The Twelfth Amendment to the Development Agreement (Exhibit "A") and the DRI Development Order, as amended (Exhibit "B"), and all City permits and approvals now in effect by their own terms that authorize development consistent with the Twelfth Amendment, are hereby ratified and approved.

[Agreement for the Built-Out Truman Annex DRI]

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3. Annual Reports pursuant to Section 380.06(18), Florida Statutes, shall not be required after the effective date of this Agreement.

4. In the event of a breach of this Agreement by the Owners, or if the Owners fail to comply with any condition of this Agreement, or if this Agreement is based upon materially inaccurate information, the Department may terminate this Agreement or file suit to enforce this Agreement as provided in Section 380.06 and 380.11, F.S. Provided, however, that the Department shall give prior notice to the affected Owner or Owners by certified mail to the addresses set out below explaining the action that the Department intends to take, and the reasons therefor, and shall allow the Owners a reasonable opportunity to come into compliance before terminating this Agreement, filing suit, or taking any other action that could prevent the Owners from completing the development authorized by the Twelfth Amendment.

**Notice shall be mailed to:**  
[Owner's name]  
10 North Ocean Boulevard  
Delray Beach, Florida 33483  
Attention: Mr. Mark Walsh

**Copy to:**  
Robert C. Apgar, Esquire  
902-A North Gadsden Street  
Tallahassee, Florida 32303

5. This Agreement affects the rights and obligations of the parties under Chapter 380, F.S. It is not intended to determine or influence the authority or decisions of any other state or local government or agency in issuance of any other permits or approvals which might be required by state law or local ordinance for any development authorized by this Agreement. Any amendment to or modification of this Agreement shall not be effective unless contained in a writing signed by the parties.



[Agreement for the Built-Out Truman Annex DRI]  
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6. The terms and conditions of this Agreement shall inure to the benefit of and be binding upon the heirs, personal representatives, successors and assigns of the parties hereto. The Owners shall record this Agreement in the Public Records of Monroe County, Florida, and shall provide the Department and the City with a copy of the recorded notice substantially in the form attached hereto as Exhibit "C", including Book and Page number, within thirty (30) days of the date of execution of this Agreement.

7. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall together constitute one and the same agreement. Counterparts of this Agreement with facsimile signatures shall be deemed original counterparts for all purposes; however, each party shall promptly furnish counterparts with original signatures upon request. The effective date and date of execution of this Agreement shall be the date that the last party signs and acknowledges this Agreement.

February 1, 2000  
Date

J. Thomas Beck  
For Florida Department of Community Affairs

[Agreement for the Built-Out Truman Annex DRI]  
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STATE OF FLORIDA  
COUNTY OF Leon

Sworn to (or affirmed) and subscribed before me this 1st day of  
February <sup>2000</sup>~~1999~~ by J. Thomas Beck

Beth A. Frost  
NOTARY

Personally known   
or Produced Identification \_\_\_\_\_  
Type of Identification Produced \_\_\_\_\_



Beth A. Frost  
MY COMMISSION # CC88492 EXPIRES  
March 1, 2003  
BONDED THRU TROY FAIR INSURANCE, INC

[Agreement for the Built-Out Truman Annex DRI]

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12/29/99  
Date

[Signature]  
For: The City of Key West

STATE OF FLORIDA  
COUNTY OF MONROE

Sworn to (or affirmed) and subscribed before me this 29<sup>th</sup> day of  
December 1999 by \_\_\_\_\_



Maria G. Ratcliff  
MY COMMISSION # CC820020 EXPIRES  
March 22, 2003  
BONDED THRU TROY FARM INSURANCE, INC.

Maria G. Ratcliff  
NOTARY

Personally known   
or Produced Identification \_\_\_\_\_  
Type of Identification Produced \_\_\_\_\_

12-31-99  
Date

Mark Walsh

Mark Walsh, President of:  
Parcel G Island Development Corporation  
Parcel J Island Development Corporation  
Parcel K Island Development Corporation  
Parcel L Island Development Corporation  
Sunset Acquisitions Corporation  
Sunset Key PB Corporation  
Sunset Key Restaurant Corporation  
Marpalm of Florida, Inc.  
Sunset Key Transportation Corporation  
Pier B Development Corporation  
Caroline Street Development Corporation  
Pier Bravo Development Corporation  
Tannex Development Corp.

STATE OF FLORIDA  
COUNTY OF MONROE

Sworn to (or affirmed) and subscribed before me this 31<sup>st</sup> day of  
December 1999 by Mark Walsh, President.

Maria J. Beale  
NOTARY

Personally known   
or Produced Identification   
Type of Identification Produced \_\_\_\_\_



913045

DEF REC 1372 PAGE 1725

FILED FOR RECORD

'95 OCT 10 AM 38

FILED IN  
CLERK'S  
OFFICE  
MONROE COUNTY, FLA.

RESOLUTION NO. 95-278

**A RESOLUTION APPROVING AND AUTHORIZING EXECUTION OF A TWELFTH AMENDMENT TO THE DEVELOPMENT AGREEMENT OF DECEMBER 8, 1986, AS AMENDED, BETWEEN THE CITY OF KEY WEST AND TRUMAN ANNEX HOLDING COMPANY; PROVIDING AN EFFECTIVE DATE.**

BE IT RESOLVED by the City Commission of the City of Key West, Florida, that the attached "Twelfth Amendment to Development Agreement" between the City of Key West, Florida, and Truman Annex Holding Company, as the assignee of Truman Annex Company, as successor in interest to Pritam Singh, is hereby approved. The City Manager is hereby authorized and directed to execute said Agreement on behalf of the City of Key West, and the City Clerk is hereby authorized and directed to attest to his signature and affix the Seal of the City thereto.

This Resolution shall become effective immediately upon its passage and authentication by the signature of the presiding officer and the Clerk of the Commission.

Passed and adopted by the City Commission at a meeting held this 18<sup>th</sup> day of July 1995.

Authenticated by the presiding officer and the Clerk of the Commission on July 20, 1995.

Filed with the Clerk July 21, 1995

ATTEST:

*Josephine Parker*  
JOSEPHINE PARKER, CITY CLERK

Approved first reading June 6, 1995.

Filed with the Clerk on July 21, 1995.

STATE OF FLORIDA  
COUNTY OF MONROE  
CITY OF KEY WEST

This copy is a true copy of the original on file in this office. Witness my hand and official seal this 18<sup>th</sup> day of August, 1995.

*Josephine Parker*  
JOSEPHINE PARKER, C.M.C.  
CITY CLERK

By *Josephine Parker*

95-278

Eleventh Twelfth Amendment To DEVELOPMENT AGREEMENT

By Agreement entered into this 22 day of Sept. 1995, the City of Key West, the Truman Annex Holding Company, as the assignee of Truman Annex Company, by its President and sole Director, Pritam Singh, and Ronald M. Griffith, as Successor Trustee pursuant to that certain Land Trust Agreement dated as of August 10, 1991, and being Trust No. 1001, do hereby agree to the following changes to the "Development Agreement" entered into between the City and Pritam Singh on December 8, 1986, as previously amended (added language is underlined; deleted language is ~~struck through~~):

"1. This Development Agreement is entered into this 8th day of December 1986, between the City of Key West (the "CITY") and Pritam Singh (the "DEVELOPER").

2. The Developer is the equitable owner and/or is the duly authorized agent of the legal owners of the property, known as the Truman Annex, the legal description of which is attached hereto as Exhibit A, hereinafter called the "PROPERTY".

3. The duration of this Development Agreement shall be five years from the date that the Tenth Amendment was signed and attested by the CITY OF KEY WEST.

4. The following development uses shall be permitted on the Property at the intensities shown:

<u>Use</u>	<u>In Floor Area Intensity</u>
(a) Housing, consisting of	
(i) at least 183 units of "affordable housing" on the mainland.....	at least 123,200 sq. ft. total
(ii) no more than <del>95</del> 103 hotel transient housing units ( <del>479</del> 187 Keys), consisting of <del>437,100</del> <u>138,300</u> square feet, on the mainland and up to 40 times share transient housing units (66 Keys), consisting of 48,000 square feet (excluding 2,600 square feet of service and storage) on the mainland.	no more than <del>485,100</del> <u>186,300</u> sq. ft. total

- (iii) no more than 40 transient housing units (40 Keys) (including accessory uses) on Fuel Tank Island, subject to an increase of up to 26 transient housing keys on Fuel Tank Island, and a corresponding reduction in number of the keys permitted on the Mainland. ....  
no more than 56,000 sq. ft. total
- (iv) no more than ~~262~~ 272 other residential units on the mainland.....  
no more than ~~405,246~~ 414,046 sq. ft. total
- (v) no more than 70 other residential units on Fuel Tank Island, subject to an increase of up to 12 additional residential units, 15,000 square feet, on Fuel Tank Island and a corresponding reduction of the number of units and square footage permitted on the Mainland, in accordance with Section 35.07(14)(e) of the CITY Code of Ordinances, as amended by Ordinance No. 94-22 .....  
no more than 170,947 sq. ft. total.
- (b) General commercial space.....  
no more than ~~41,507~~ 35,226 sq. ft. on the mainland and no more than 10,000 sq. ft. on the Fuel Tank Island. Restaurant seating included: 704 seats on the mainland and 90 seats on the Fuel Tank Island. 150 restaurant seats in Building 1 may be converted into 300 dinner theater seats, and 554 additional restaurant seats shall remain on the mainland.
- (c) Marina commercial.....  
no more than 11,800 sq. ft. on the mainland.
- (d) Service, storage and professional.....  
no more than 27,300 sq. ft. on the mainland.  
no more than 21,600 sq. ft.

- (e) Museum and cultural area..... no more than 20,000 sq. ft. on mainland.
- (f) Artists' studio, and other.....
- (g) Garage decks for parking on mainland..... at least 400 parking spaces

5. The developer shall provide or give the following public facilities to service the Property on or before the date shown:

<u>Facility</u>	<u>Date</u>
(a) A museum open to the public at least 50 hours per week approximately 6,000 sq. ft. of gross floor area of Little White House/Quarters "A".....	May 31, 1991
(b) Neighborhood parks, recreational fields, and open space on the mainland open to the public of at least 7.3 acres. The .5 acre park adjacent to the affordable housing shall be a substantially open, recreational area.....	Dec. 31, 1995
(c) A Harbor Walk, with an average width of 30 feet, from Pier A to the access pier to Pier B and in addition, expanded waterfront parks encompassing parts of the mainland, Pier A, Pier B and Pier Bravo. The Developer and the City shall cooperate in determining the feasibility of and obtaining necessary consents and permitting for, a footbridge connecting Pier A with Mallory Dock which shall be designed, built and paid for by the Developer upon issuance of all necessary approvals for its construction, and Developer shall pay all permitting costs and DEP lease fees for said footbridge.....	Dec. 31, 1995.
(d) Included in (b) above open, public plazas having a harbor view of approximately one acre of the mainland.....	Dec. 31, 1995



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(e) 80 slips and moorings.....

Nov. 30, 1997

(f) On Fuel Tank Island, Developer shall provide open recreational space of at least 2 acres to include a sand beach at least 900 feet long and above the mean high waterline and served by public restroom facilities.....

Dec. 31, 1995

6. Access to the development by the public, or public access, shall mean that the general public is provided convenient access over and across privately owned property subject to such reasonable rules and regulations as the owner of the property may impose governing conduct, dress, noise, consumption of alcoholic beverages, hours that the property shall be open, vehicular traffic, and commercial activities; provided that such rules and regulations shall be applied and enforced without discrimination on the basis of race, religion, color, creed or sexual preference. The Developer may charge a reasonable fee for access to recreational areas on Fuel Tank Island, as well as to exhibits and events. The property owner may restrict or control access to hotel facilities that are customarily limited to guests and to residential areas customarily reserved for residents. The Developer agrees that within the five (5) year term of this Development Agreement, provision will be made to assure the permanence of the public access.

7. The following local development permits need to be approved for the development of the land:

- (a) Development of Regional Impact requirements;
- (b) Building permits;
- (c) Historic Architectural Review Commission Approval;
- (d) Any other permits required by state law or City ordinance.

8. The development proposed herein is consistent with the local government's comprehensive plan and land development regulations.

9. The following conditions, terms, restrictions and other requirements have been determined by the City to be necessary for the public health, safety and welfare of its citizens:

- (a) All new construction shall comply with the height restrictions specified in Appendix A of the Zoning Code, Section 14.

(b) The Developer shall be obligated to construct 162 units of "affordable housing" as defined in Ordinance 86-20 totalling at least 115,970 square feet of gross floor area, and shall have the right to build additional 21 units for a total of 183 "affordable housing" units, with a total gross floor area of 123,200 square feet. The sale price of such additional 21 units for a period of 5 years from the initial closing date shall conform to the requirement set forth in City Code Section 34.132, and the rental rate at which any of such additional 21 units two or more of which are held in common ownership are rented for a period of 5 years from the initial sale date shall conform to the sale rate requirement set forth in said Code Section. The above requirements shall be contained in recorded deed restrictions or any other method that effectively runs with the land. The Developer shall annually for five years file a report with the City setting forth number of "affordable" units sold and sales price, the first such report to be filed on October 31, 1990.

(c) The parking requirements of Appendix A of the Zoning Code Section 14 (PRD Ordinance) shall be 1,500 spaces of which approximately 300 shall be on street. The developer shall submit to the City Planner a map depicting the location of all on-street parking spaces within 60 days of the effective date of the 11th Amendment. The number of parking spaces shown on the Parking Inventory dated February 22, 1994, attached hereto and made a part hereof as Exhibit II, shall not be reduced. The hourly and daily rates charged for parking in the parking garage shall be no less than those charged by the City of Key West for parking at the municipal garage. The parking garage shall be constructed and its certificate of occupancy issued simultaneously with or prior to issuance of a certificate of occupancy for the hotel or any commercial retail structure.

(d) At the option of the City and at the expense of the City, Developer shall construct a cruiseport on the mainland waterfront of the property, and the City shall be entitled to the disembarkation tax. The provisions of this paragraph shall be deemed to be deleted upon construction of those improvements to Pier B required pursuant to Paragraph 2 of the "Declaration of Covenants, Conditions and Restrictions" executed by Ronald M. Griffith as Successor Trustee.

(e) Developer shall construct at least 20,000 sq. ft. of artist studio space. The term "artists' studios" or "artists' space" as used herein shall mean areas used for the creation, production, or sale of hand-crafted articles, including but not limited to paintings, sculpture, sketches, needlework, woodworking, weaving, macrame, music, writing, broadcasting, interior design, architecture, landscape architecture, planning, visual arts, performing arts, and education programs involving such activities. Non-profit organizations and governmental agencies can also be housed in such space.

(f) For the mainland property the park and open space requirements of Appendix A of the Zoning Code Section 14 (PRD Ordinance) shall be 15%, or 6.45 acres, the landscaped area requirements another 15% or 6.45 acres. Of these totals, 1.31 acres will satisfy the park and open space requirements and another 1.31 acres the landscaped area requirements for the mainland commercial and marina parcel.

- (g) Residential development shall be subject to design guidelines; such guidelines and any amendments thereto to be approved by HARC.
- (h) Daytime deliveries by large, straight-bodied trucks will not be allowed after 9:00 a.m., once construction of the project has been completed.
- (i) Red brick pavers shall be extended along the Clinton Square portions of Front Street and Greene Street to their respective intersections with Whitehead Street.
- (j) No fewer than 49 dwelling units shall be constructed to meet a wind load of 155 m.p.h. or greater, as certified by a qualified engineer. Building permits for construction of 25 of the 49 units shall not be available until one year after the effective date of the 11th Amendment to Development Agreement, and building permits for the remaining 24 units shall not be available until two years after the effective date of the 11th Amendment.
- (k) Construction of all marina slips and moorings to be built Southerly of the pier connecting Pier B and Pier Bravo shall be completed by December 31, 1995.
- (l) The Developer shall implement and carry out the Jobs and Training Program described in the letter from Felix Sawyer to the City of Key West, attached hereto and made a part hereof as Exhibit III.
- (m) All dwelling units to be constructed on Fuel Tank Island's harbor side (i.e., directly facing the Island of Key West) shall be set back from the shoreline at least 50 feet.
- (n) The Developer shall by deed restriction prohibit the use as transient housing units of the 49 additional residential units authorized under this 11th Amendment to be constructed on Fuel Tank Island.
- (o) The Developer shall execute and deliver to the Key West Art and Historical Society ("the Society") and/or the State of Florida DEP a Memorandum of Agreement obligating the Developer and its successors in interest or title to do all of the following (unless waived or modified by written agreement with the Society or DEP):
- (i) Maintain the line of sight depicted on the attached plan, attached hereto and made a part hereof as Exhibit IV;
  - (ii) Install, upon request of the Society, an historically appropriate gated fence, not to exceed 4-1/2 feet in height, from Point A to Point B as depicted on the attached plan connecting with the existing fence along the perimeter of the Building 1 property with the Customs House security fence; and
  - (iii) Maintain the Park (between the Hotel and the Customs House).
- (p) The site plans for Fuel Tank Island and the Commercial Section of Truman Annex PRD shall be reviewed and evaluated by the City of Key West, Fire and Police Departments as part of the site approval process.

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OFF REC 137 732

10. For the purposes of Ordinance 86-20, the development shall be phased as follows:

Year, Beginning with Effective Date of Ordinance 86-20	Transient Units	Affordable Residential Units	Other Residential Units	Total
1	75	0	33	108
2	50	81	104	235
3	50	81	103	234
<b>Totals</b>	<b>175</b>	<b>162</b>	<b>240</b>	<b>577</b>

11. The Development shall receive 112 bonus units (for residential units other than affordable housing) as defined in the Growth Management Ordinance, in consideration of paragraphs 4, 5 and 9 of the Agreement.

12. The failure of this Development Agreement to address a particular permit, condition, term or restriction shall not relieve the developer to the necessity of complying with the law governing said permitting requirements, conditions, term or restrictions.

13. The "First, Second, Third, Fourth, Fifth, Sixth, Seventh, Eighth, Ninth, and Tenth and Eleventh Amendments to Development Agreement," previously agreed to by the parties, shall stand as written, except as amended hereby. The 10th Amendment to Development Agreement shall become effective upon the effective date of the 11th Amendment to Development Agreement.

14. The Key West Traffic Circulation Study conducted by the Florida Department of Transportation for the City recommends the use of signage to divert traffic from North Roosevelt Boulevard to Flagler Avenue and State Road ("SR") A1A. The signage program to divert traffic from North Roosevelt Boulevard to Flagler Avenue and SR A1A shall be adopted and implemented by the City with the written concurrence of the Florida Department of Transportation and the South Florida Regional Planning Council by June 1, 1995. The Developer shall deposit into the Escrow Fund, established pursuant to Paragraph 7.19(a) of the Truman Annex DRI Development Order, the sum of \$1,450,000.00 within thirty (30) days of the date that the appeal period expires with respect to City of Key West Resolution No. 94-114, less the accrued and prospective credits pursuant to Paragraph 7.19(c) of the Truman Annex DRI Development Order as amended. The City shall complete the construction of Improvements A through S identified in Exhibit 9 of Truman Annex Development Order not later than 18 months after issuance of the mainland hotel building permits. Full payment by the Developer into the Escrow Fund as provided above shall satisfy all traffic impact/fair-share obligations imposed under the Development Agreement and the Truman Annex DRI Development Order.

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OFF REC 1372 PAGE 133

15. The square footages, land areas, parking areas, and unit counts for the Development are set forth in the tables, attached hereto as Exhibit I. (11 pages) and incorporated herein by reference.

16. This agreement shall be binding upon, and shall inure to the benefit of, the successors and assigns of the parties.

TRUMAN ANNEX HOLDING COMPANY

CITY OF KEY WEST

*Pritam Singh*  
Pritam Singh, President

*G. Felix Cooper*  
G. Felix Cooper, City  
Manager

*Josephine E. Leach*  
Witness  
*Olivia Wright*  
Witness

ATTEST:  
*Josephine Parker*  
Josephine Parker, City Clerk

*Ronald M. Griffith*  
Ronald M. Griffith, as Successor  
Trustee pursuant to that certain  
Land Trust Agreement dated as of  
August 10, 1991, and being Trust  
No. 1001.

*Shonda L. NewComer*  
Witness

*Imghelins*  
Witness

913045

OFF 1372 PM 34

<b>TRUMAN ANNEX</b> <b>Development Program</b> <b>LA95004</b>	<b>EXHIBIT I</b>	Revised 3/25/91	Revised 5/10/93
		Revised 7/9/91	Revised 5/19/93
		Revised 2/2/93	Revised 10/1/93
		Revised 4/14/93	Revised 12/10/93
		Revised 4/30/93	Revised 2/28/95
<b>TWELFTH AMENDMENT</b>			

**A. Mainland**

<b>1. General Commercial</b>			
1.1	Retail (including Restaurants & Bars)		
	Building 48A	2,900 SF	
	Building 1 (150 Seats)	19,700	
	Center Structure & Piers	<u>3,504</u>	
			26,104 SF
1.2	Offices		
	Unassigned	1,222 SF	
	Bank	<u>7,900</u>	
			9,122 SF
1.3	<b>Total General Commercial</b>		<b>35,226 SF</b>
<b>2. Marina Commercial</b>			
2.1	Retail (including Restaurant and Bar - 554 Seats)	<u>15,403 SF</u>	
2.2	<b>Total Marina Commercial</b>		<b>15,403 SF</b>
<b>3. Hotel/Time Share</b>			
3.1	Quarters T&U (9 units)	3,200 SF	
3.2	Hotel - Pier A		
	Guest Units (84 Units, 178 Keys)	113,250	
	Public & Management Areas	10,750	
	Retail	8,500	
3.3	Time Share		
	Guest Units (40 Units, 66 Keys) <sup>(1)</sup>	48,000	
	Service & Storage	2,600	
3.4	<b>Total Hotel/Time Share</b>		<b>166,300 SF</b>
<b>4. Artists Space, Health &amp; Yacht Clubs</b>			
4.1	Artist Space in Commercial	10,600	
4.2	Artist Space, Building 48A	3,100	
4.3	Artist Space, Building 21	<u>6,300</u>	
4.4	<b>Total Artist Space</b>		<b>20,000 SF</b>
<b>5. Museum</b>			
5.1	Little White House	6,000 SF	
5.2	Building 48	<u>15,600</u>	
5.3	<b>Total Museum</b>		<b>21,600 SF</b>

Continued...

Development Program  
Page.2

EXHIBIT I

**6. Service, Storage, & Professional****6.1 Service & Storage**

Building 48	6,500 SF	
Building 45	800	
Building 1	5,000	
Building 48A	<u>1,100</u>	
		13,500 SF

**6.2 Professional:**

Building 21	<u>13,800 SF</u>	
		<u>13,800 SF</u>

**6.3 Total Service, Storage, & Professional**27,300 SF**7. TOTAL NON-RESIDENTIAL MAINLAND**305,829 SF**8. Residential Development**

8.1 Single Family Lots (Incl. 48-A)	56	128,156 SF
8.2 Lot 306	2	2,600 SF
8.3 Miscellaneous sites	12	12,000 SF
8.4 Condominiums		
Harbour Place	23	42,000 SF
Harbour Place Annex	37	73,400
Building 7	26	26,000
Porter Court	19	20,600
Mills Place	20	27,700
Southard CV/President's Lane/Lot 154	58	56,280
Marina Court/Caroline Court <sup>(2)</sup>	12	15,000
Lot 305	4	4,450
Lot 178-177	<u>5</u>	<u>5,860</u>
	202	<u>271,290 SF</u>

**8.5 Total Market Housing**

272 Units 414,046 SF

**8.6 Affordable Housing**183 Units 123,200 SF**9. TOTAL RESIDENTIAL MAINLAND**

455 Units

537,246 SF.

**10. GRAND TOTAL MAINLAND**843,075 SF

Continued...

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OFF  
REG | 372 PAGE | 7

Development Program Page 3	EXHIBIT I
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**B. SUNSET ISLAND**

1. Transient (40 Units, 40 Keys)	56,000 SF
2. General Commercial Restaurants & Bars (90 Seats)	10,000 SF
3. Residential (70 Units)	170,947 SF

<b>B. GRAND TOTAL ISLAND</b>	<b>236,947 SF</b>
------------------------------	-------------------

<b>C. GRAND TOTAL MAINLAND AND ISLAND</b>	<b>1,080,022 SF</b>
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**NOTES:**

- (1) Including up to 26 keys that may be transferred to the Island, subject to paragraph 4(a)(v) of this Development Agreement.
- (2) Including up to 12 units and 15,000 square feet that may be transferred to the Island, subject to paragraph 4(a)(ii) of this Development Agreement.



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OFF REC 1372 PM 737

TRUMAN ANNEX TWELFTH AMENDMENT TO DEVELOPMENT AGREEMENT Proposed Changes LA95004	EXHIBIT I		Revised 5/10/93 Revised 10/01/93 Revised 12/10/93 Revised 2/25/94 Revised 3/15/91	Revised 7/09/91 Revised 2/12/93 Revised 4/14/93 Revised 4/30/93 Revised 2/28/95
	APPROVED ELEVENTH DEVELOPMENT AGREEMENT <sup>(1)</sup>	PROPOSED TWELFTH DEVELOPMENT AGREEMENT <sup>(1)</sup>	DIFFERENCE	
<b>A. MAINLAND</b>				
General Commercial & Office	41,226	35,226	(6,000)	
Marina Commercial	15,403	15,403	0	
Hotel (Quarter T&U (9 units) 3,200 sf)	2,000	3,200	1,200	
Hotel: Conference Center	0	0	0	
Hotel: (94 Units, 178 Keys) Time Share (40 Units, 68 Keys)	183,100	183,100	0	
Artists Space, Health & Yacht Clubs	20,000	20,000	0	
Museum	21,600	21,600	0	
Services, Storage & Professional	27,300	27,300	0	
Residential-Market Housing	405,246 262 Units	414,046 272 Units	8,800 10 Units	
Residential-Affordable Housing	123,200	123,200	0	
Garage Decks	183 Units	183 Units	0 Units	
<b>TOTALS</b>	<u>839,075</u>	<u>843,075</u>	<u>4,000</u>	
Marina Slips	80 <sup>(2)</sup>	80 <sup>(2)</sup>	0	
Floor Area Ratios 42.43 Acres (1,848,178 SF)	0.455	0.458	0.001	
<b>B. SUNSET ISLAND</b>				
General Commercial/ Restaurants & Bars	10,000	10,000	0	
Hotel/Transient (40 Units, 40 Keys)	56,000	56,000	0	
Services	0	0	0	
Health, Tennis & Beach Clubs	0	0	0	
Residential	170,947	170,947	0	
<b>TOTALS</b>	<u>70 Units</u> <u>236,947</u>	<u>70 Units</u> <u>236,947</u>	<u>0</u>	
Floor Area Ratios 27 Acres (1,178,120 SF)	0.201	0.201	(0)	
<b>GRAND TOTAL GROSS FLOOR AREA</b>	1,078,022 SF	1,080,022 SF	4,000 SF	
Marina Slips	80 <sup>(2)</sup>	80 <sup>(2)</sup>	0	

NOTE: (1) This Table was not changed in the 7th, 8th and 10th Amendments.

(2) Consists of 68 slips and fueling dock in the Mainland marina &amp; 12 Moorings around Sunset Island.

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REC 1372 738

TRUMAN ANNEX AGGREGATE PROPOSED CHANGES IN LAND USE ACTIVITIES Mainland & Sunset Island LA95004		EXHIBIT I		Revised 3/15/91	Revised 4/30/93
				Revised 7/09/91	Revised 5/10/93
				Revised 2/12/93	Revised 10/01/93
				Revised 4/14/93	Revised 12/12/93
					Revised 2/28/95
	APPROVED ELEVENTH DEVELOPMENT AGREEMENT	PROPOSED TWELFTH DEVELOPMENT AGREEMENT	DIFFERENCE		
General Commercial & Office	51,226 SF	45,226 SF	(6,000)		
Marina Commercial	15,403	15,403	0		
Hotel/Time Share/Transient Housing Units	241,100 175 Units/ 285 Keys	242,300 183 Units/ 293 Keys	1,200 8 8		
Artist Space, Health & Yacht Clubs	20,000	20,000	0		
Museum	21,600	21,600	0		
Services, Storage & Professional	27,300	27,300	0		
Residential	699,393 515 Units	708,192 525 Units	8,800 10 Units		
Garage Decks	—	—	—		
<b>TOTALS</b>	<b>1,076,022 SF</b>	<b>1,080,022 SF</b>	<b>4,000 SF</b>		
Marina Slips & Moorings	80	80	0		
Overall Floor Area Ratios 27 Acres + 42.43 Acres 1,176,120 SF + 1,848,179 SF = 3,024,299	0.356	0.357	(0.001)		

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REP

**TRUMAN ANNEX  
Restaurants  
LA95004**

**EXHIBIT 1**

Revised March 15, 1991  
Revised July 9, 1991  
Revised February 12, 1993  
Revised April 30, 1993  
Revised May 10, 1993  
Revised May 19, 1993  
Revised October 1, 1993  
Revised December 10, 1993  
Revised February 25, 1994  
Revised February 25, 1994  
(7)

	2nd Amendment Development Agreement Approved	3rd Amendment Development Agreement Approved	4th Amendment Development Agreement Approved	5th Amendment Development Agreement Approved	6th Amendment Development Agreement Approved <sup>1)</sup>	8th Amendment Development Agreement Proposed <sup>1)</sup>	10th Amendment Development Agreement Proposed	11th Amendment Development Agreement Proposed	Difference 10th to 11th
Marland Building 1 Area	---	---	---	---	5,000 SF 150	5,000 SF 150	5,000 SF 150	5,000 SF 150 (5)	---
Seats	---	---	---	---	---	---	---	15,403 534 (1)39	15,403 534
Merina Area	---	---	---	---	---	---	---	---	---
Seats	---	---	---	---	---	---	---	---	---
Pier B Area	4,500 SF 90	6,000 SF 120	2,800 SF 60	7,600 SF 200	7,500 SF 200	7,500 SF 200	7,500 SF 200	---	(7,500) (200)
Seats	---	---	---	---	---	---	---	---	---
Pier Bravo Area	24,000 646	14,000 373	5,000 180	---	---	---	---	---	---
Seats	---	---	---	---	---	---	---	---	---
Pier A Area	3,000 80	0 0	5,000 180	6,000 225	6,000 225	6,000 225	6,000 225	---	(6,000) (225)
Seats	---	---	---	---	---	---	---	---	---
Subtotal Mainland Area	37,500 SF 970	20,000 SF 493	14,800 SF 610	16,800 SF 515	20,600 SF 665	20,800 SF 665	20,800 SF 665	20,403 SF 704 (7)	(397) 39
Seats	---	---	---	---	---	---	---	---	---
Sunnat Island Hotel Area	5,000 SF 100	10,000 SF 200	8,100 SF 291	2,500 SF 159	2,500 SF 159	2,500 SF 159	2,500 SF 159	0	(2,500) (159)
Seats	---	---	---	---	---	---	---	---	---
Sunnat Restaurants & Bars Area	0	5,000 120	2,500 120	3,700 150	3,700 150	3,700 150	3,700 150	10,000 (6) 90 (2)49	8,300 (60)
Seats	---	---	---	---	---	---	---	---	---
Poolside Snack & Bar Area	0	0	0	2,300 120	2,300 120	2,300 120	2,300 120	0	(2,300) (120)
Seats	---	---	---	---	---	---	---	---	---
Sunnat Island Area	5,000 SF 100	16,000 SF 320	11,600 SF 411	8,550 428	8,550 428	8,550 428	8,550 428	10,000 802 (7)9	1,450 (632)
Seats	---	---	---	---	---	---	---	---	---
<b>GRAND TOTAL</b> Area	42,500 SF 1,070	26,400 SF 613	26,400 SF 921	24,350 SF 644	29,350 1,094	29,350 1,094	29,350 1,094	30,403 794	1,053 (300)
Seats	---	---	---	---	---	---	---	---	---

1) Does not include 290 outdoor seats  
2) Does not include 120 outdoor seats  
3) Total seats & seats do not include hotel lobby lounge.

4) Table was not changed in 7th and 8th Amendments.  
5) These 150 restaurant seats may be converted to 300 driver theater seats.  
6) A total of 10,000 square feet of general commercial, restaurant and bars, including 90 restaurant seats.

7) Table not changed in 12th Amendment.

<b>TRUMAN ANNEX Parking Schedule LA95004</b>	<b>EXHIBIT I</b>	Revised March 15, 1991 Revised July 9, 1991 Revised February 12, 1993 Revised April 30, 1993 Revised May 10, 1993 Revised December 10, 1993 Revised February 25, 1994 Revised February 25, 1994
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**Lots & Garages**

Building 1612	18	
Southard Street (Shipyard)	183	
Thomas Street	98	
Caroline Street and Miscellaneous Locations	93	
Center Structure	400	
Harbour Place	<u>158</u>	
<b>Total</b>		<b>950</b>

**Condominium Parking**

Southard Court/President's Lane	59	
Porter Court	19	
Millis Place	20	
Multi-Unit Lot	<u>2</u>	
<b>Total</b>		<b>100</b>

Single Family Housing (62 x 1.25) 77

TIB Bank 32

On Street 300

Miscellaneous Space Locations 56

**TOTAL PARKING**

1515 Spaces (1164 required  
per Code)

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PARKING REQUIRED BY KEY WEST CODE Truman Annex PRD-Development LA95004		EXHIBIT I		Revised March 15, 1991 Revised July 9, 1991 Revised February 12, 1993 Revised April 30, 1993 Revised May 10, 1993 Revised December 10, 1993 Revised February 25, 1994 Revised February 28, 1995
Use	APPROVED PROGRAM SPACES REQUIRED	PROPOSED PROGRAM SPACES REQUIRED	DIFFERENCE REQUIRED	
Restaurant Seating (794 Seats)	285	285	0	
Commercial Space (31,104 SF) (1)	103	103	0	
Housing/Hotel Units (708 Units) (2)	690	708	18	
Service, Museum, & Artist Studios (68,900 SF) (3)	58	58	0	
Marina Slips (80 Slips & Moorings)	30	30	0	
<b>Total</b>	<b>1146</b>	<b>1146</b>	<b>18</b>	

- Notes: (1) Excludes the Island commercial & 5,000 SF of Building 1 commercial space. This space used for restaurants. Parking requirements included in that category.  
 (2) Number of spaces for 183 unit hotel & 525 housing units.  
 (3) Standard for determining parking needs for the aggregate category is, as during previous zoning changes, 25% of the commercial standard, or 1 space per 1,200 SF.

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REC 1372 742

MAINLAND		EXHIBIT I	
Park/Open Space and Landscaped Area Inventory LA95004		Revised March 25, 1991 Revised February 12, 1993	
AREA	PARKS & OPEN SPACE	LANDSCAPED OPEN SPACE	
Front/Caroline/Whitehead Block	18,900 SF	9,141 SF	
County Parking Lot	0	6,015	
Porter Court Condominiums	0	22,179	
Building 1	2,100	0	
Bank	0	5,903	
Piers	48,467	0	
Harbour Place Condominiums	0	21,503	
Mills Place Condominiums	0	33,538	
Shipyards Condominium	20,260	108,410	
President's Lane/Southard Court	1,690	37,000	
Office Parcel - Emma & Southard	0	14,874	
Single Family Lots - Emma & Fleming	0	13,640	
Single Family Lots - Noah Lane	0	37,898	
Single Fam. Lots - Fleming & Thomas	0	10,963	
Single Fam. Lots - Front & Eaton	0	27,160	
Single Fam. Lots - Eaton (Northside)	0	20,564	
Single Fam. Lots - Front/Caroline/Admirals Lane	0	27,894	
Single Fam. Lots - Admirals Lane (former Adm. Court Site)	0	23,000	
Little White House	28,540	23,095	
Plaza Retail	53,000	0	
Harborwalk	41,000	0	
Hotel/Time Share	0	12,530	
Retail Parking Garage	3,960	3,522	
Pedestrian Walks and Contiguous Planted Open Space	98,415	924	
Buildings 7 & 11	0	20,190	
Front Street Pedestrian Mall	13,897	0	
Buildings T & L Single Family Lots	0	24,025	
TOTALS - SF	326,229 SF	501,558 SF	
TOTALS - AC	7.5 AC	11.5 AC	

NOTE: Table not affected by Twelfth Amendment.

913045

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REC

1372

743

TRUMAN ANNEX EXHIBIT I  
Park and Landscaped Areas - Mainland and Sunset Island  
LA95004

Revised March 25, 1991  
Revised February 12, 1993  
Revised April 30, 1993  
Revised May 11, 1995

## Proposed Parks and Landscaped Area - MAINLAND

Parks	7.5 Acres
Landscaped Areas	<u>11.5</u>
TOTAL	19.0 Acres

## Required Parks &amp; Landscaped Area - MAINLAND

15% Parks	42.43 Acres x .15	6.36 Acres
15% Landscaped Areas	42.43 Acres x .15	<u>6.36 Acres</u>
TOTAL		12.72 Acres

## Proposed Parks &amp; Landscaped Area - SUNSET ISLAND

Total Upland Area	27.00 Acres
Proposed Land Coverage (14.296%)	<u>3.86</u>
Total Parks & Landscaped Space (27-3.86)	23.14 Acres

## Required Parks &amp; Landscaped Area - SUNSET ISLAND

44.0% Parks & Open Space	27 Acres x .44	11.88 Acres
41.7% Landscaped & Recreation Areas	27 Acres x .417	<u>11.26</u>
TOTAL		23.14 Acres
Maximum Building Coverage	27 - 23.14	3.86 Acres (168,142 SF)

## SUMMARY

Total Proposed Mainland & Island (19.0 + 23.14)	42.14 Acres
Total Required Mainland & Island (12.72 + 23.14)	<u>35.86</u>
Excess Proposed	6.28 Acres (17.1%)

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OFF REC 1372 1744

SUNSET ISLAND  
Land Coverage/Revised Program  
LA85004

EXHIBIT I

July 9, 1991  
Revised February 12, 1993  
Revised December 10, 1993.

	LAND COVERAGE SF
1. Hotel/Time Share	30,000
2. General Commercial, Restaurants & Bars	10,000
3. Residential	<u>79,200</u>
Total Land Coverage	119,200 SF
Total Upland Area	1,176,120 SF
Percent Ground Coverage	119,200 SF/1,176,120 SF 10.14%

NOTE: Table not affected by Twelfth Amendment.

Recorded in Official Records  
in Monroe County, Florida  
Record Yaffed  
DANNY L. KOLBAGE  
Clerk Circuit Court



FILED FOR RECORD

913046

OFF REC 1372 PAGE 1745

'95 OCT 10 AM 38

RESOLUTION NO. 95-279

TANN  
CIT. 10  
MINOR

**A RESOLUTION AMENDING A DEVELOPMENT ORDER  
PREVIOUSLY ADOPTED BY RESOLUTION NO. 88-73 FOR  
TRUMAN ANNEX DEVELOPMENT OF REGIONAL IMPACT;  
PROVIDING AN EFFECTIVE DATE.**

WHEREAS, a Development Order for Truman Annex Development of Regional Impact was adopted by the City of Key West, Florida, by means of Resolution No. 88-73, and amended by Resolution Nos. 88-307, 89-367, 90-111, 90-565, 91-293, 91-327, 91-328, 92-181, 93-211, 93-587, and 94-115.

WHEREAS, said City, Truman Annex Holding Company and Ronald M. Griffith, as Successor Trustee to Truman Annex Retail Development Company, as Trustee, are desirous of effecting certain further amendments to said Development Order as amended, to: (a) amend Tables 12.1 and 31.6 of the Truman Annex Consolidated Application for Development Approval; and (b) incorporate Exhibit 2, as amended, into the Development Order.

WHEREAS, pursuant to Section 380.06(19), Florida Statutes (1991), a public hearing was held on 7/18/95, to afford members of the public the opportunity to comment upon the proposed amendments, which public hearing was properly advertised and noticed;

WHEREAS, all procedural requirements contained in Chapter 380, Florida Statutes (1991), have been satisfied; and

WHEREAS, the City Commission of the City of Key West considers it in the best interests of said City to amend said Development Order as provided herein,

**NOW, THEREFORE, BE IT RESOLVED** by the City Commission of the City of Key West, Florida as follows:

**Section 1.** Maps H-2-R, H-4-R, and H-8-R of the Truman Consolidated Application for Development Approval are hereby revised as dated March 23, 1995, in accordance with Composite Exhibit B attached hereto and made a part hereof.

**Section 2.** Tables 12.1 and 31.6 of the Truman Annex Consolidated application for Development Approval are hereby revised as dated December 10, 1993, in accordance with Composite Exhibit A attached hereto and made a part hereof.

95-279

913046

OFF REC 1372 PAGE 1746

Section 3. The Truman Annex Development Agreement, as amended pursuant to City Resolution 95-278 is hereby incorporated into this Development Order as Exhibit 2.

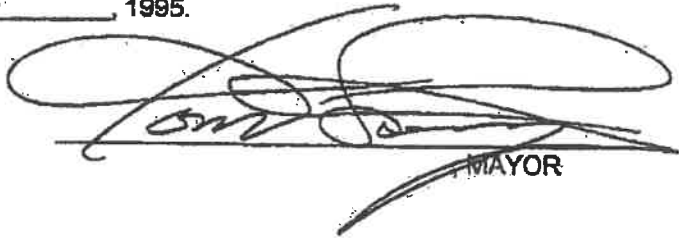
Section 4. The City Commission hereby finds that the above amendment does not constitute a substantial deviation as defined in Chapter 380.06(19), Florida Statutes (1991).

Section 5. The Development Order shall stand as written in all respects other than as amended hereby.

Section 6. This Resolution shall become effective immediately upon its passage and adoption and authentication by the signature of the presiding officer and the Clerk of the Commission. Passed and adopted by the City Commission at a meeting held this 18th day of July, 1995.

Authenticated by the presiding officer and the Clerk of the Commission on July 20, 1995.

Filed with the Clerk July 21, 1995.



MAYOR

ATTEST:



JOSEPHINE PARKER, CITY CLERK

# CITY OF KEY WEST BUILDING AND ZONING DEPARTMENT BUILDING PERMIT

PERMIT # 99-00003006-000-000-REP-00  
LICENSE# 0000000

ISSUED 8/25/99  
EXPIRES 8/16/01

PLANNED REDEVELOPMENT

APPLICATION BY... NORTH SOUTH CONSTRUCTION CORP  
ON PROPERTY OF... HILTON RESORT & MARINA  
FOR A PERMIT TO... CONSTRUCT IMPROVEMENTS TO EXIST'G PIER  
"B" NOTE: PLANS ON FILE TM

HARC #08-99-3006

245 FRONT ST

10-12-99 steel for pier columns 15 of 115 OK TC 100 left  
10-22-99 " " " 18 more - 82 left TC

10/22/99 Beards JWC

11-5-99 (4) beams ending at existing pier OK TC  
11-10-99 21 more pier columns OK TC (61) left to go  
11-18-99 21 " " " (40) to go  
11-24-99 pier beams 1-6 OK TC  
11-29-99 pier deck south 1/2 OK TC  
12-3-99 " " " 14-6 TC  
12-6-99 Pier deck complete OK TC  
12-6-99 Vents 26+27 steel OK TC

KNOW THE FLORIDA LITTER LAW

COMMENT

IMPROVEMENTS

IT IS A VIOLATION OF THE FLORIDA LITTER LAW TO DISPOSE OF SOLID WASTE IN AN UNLAWFUL MANNER. VIOLATIONS OF THIS LAW ARE SUBJECT TO CIVIL AND CRIMINAL PENALTIES.

Permit void if construction is not started within 90 days.

Permit void if zoning is violated.

### IMPORTANT NOTICE

The person accepting this permit shall conform to the terms of the application on file in the office of the Building and Zoning Department of Key West and construction shall conform to the requirements of the City of Key West Building Codes.

This card must be displayed on street side of lot in a PERMANENT, SUBSTANTIAL MANNER, AND IN A CONSPICUOUS, SHELTERED LOCATION, ACCESSIBLE TO THE INSPECTOR. Card must remain displayed until after final inspections.

NO INSPECTIONS will be made unless a set of plans, each sheet stamped with the approval of the Building Department, is available for the inspector on the job site.

Work must be substantially completed within two years.

EXHIBIT 2

Call **292-8151** For Inspections  
Inspection Must Be Made Before  
Proceeding With Subsequent Work.

Building Official  
CITY OF KEY WEST, FLORIDA

CITY OF KEY WEST  
 BUILDING DEPARTMENT  
 P.O. BOX 1408  
 KEY WEST FL. 33041

Nº 2612

CERTIFICATE OF OCCUPANCY  
 P E R M A N E N T

Issue Date . . . . . 12/31/99  
 Parcel Number . . . . .  
 Property Address . . . . . 245 FRONT ST  
 . . . . . PL. 33041  
 Subdivision Name . . . . .  
 Legal Description . . . . .  
 Property zoning . . . . . PLANNED REDEVELOPMENT  
 Owner . . . . . HILTON RESORT & MARINA  
 Contractor . . . . . NORTH SOUTH CONSTRUCTION CORP  
 . . . . . 205 295-7933  
 Application number . . . . . 99-00003006 300 000  
 Description of Work . . . . . RENOVATION; ADDITION; CONVERSION; CORRECT  
 Construction type . . . . .  
 Occupancy type . . . . . BUSINESS  
 Flood Zone . . . . . FLOOD ZONE VE  
 Special conditions  
 IMPROVEMENTS TO PIER B CRUISEPORT

*Richard Hartley*  
 Building Official

VOID UNLESS SIGNED BY BUILDING OFFICIAL.

*James R. ...*  
 City Engineer  
*James R. ...*

*T.J. ...*  
 City Planner

*N/A*  
 City Landscaper

*N/A*  
 City Fire Marshall Approval

cc: B. Crawford



THE CITY OF KEY WEST  
POST OFFICE BOX 1400  
KEY WEST, FLORIDA 33041-1400

January 22, 1999

Florida Department of Environmental Protection  
Marathon Branch  
2796 Overseas Highway, Ste. 221  
Marathon, FL 33050-2200

Re: Monroe County - ERP  
Florida Keys Ecosystem Management Area  
File No. 44-0142062-001

Dear Mr. Barkham:

City Staff has reviewed the Pier B Development Plans and have no objections to the present plans. Our previous objections have been worked out.

Pier B expansion improvement will offer a safer berth for cruise ships and better convenience for visitors.

Thank you for your attention to this matter.

Sincerely,

John Jones  
Assistant City Manager

c: J. Avael  
Tannex Development Corporation

RECEIVED  
FEB 22 1999

D.E.P. FORT MYERS

EXHIBIT 3