

# DEVELOPMENT PLAN AND CONDITIONAL USE APPLICATION

City of Key West Planning Department  
1300 White Street, Key West, FL 33040  
(305) 809-3720



## Development Plan & Conditional Use Application

Applications will not be accepted unless complete

\*2017-05-15  
REVISIONS

### Development Plan

Major \_\_\_\_\_  
Minor x

### Conditional Use

x

### Historic District

Yes x  
No \_\_\_\_\_

Please print or type:

- 1) \* Site Address 12 THOMAS STREET, KEY WEST, FL 33040
- 2) Name of Applicant RAY SANDERS, MONROE COUNTY PUBLIC WORKS
- 3) Applicant is: Owner NO Authorized Representative ✓ & ENGINEERING  
(attached Authorization and Verification Forms must be completed)
- 4) Address of Applicant 1100 SIMON ST., KEY WEST, FL. 33040
- 5) Applicant's Phone # 305.295.4337 Email SANDERS-RAY C
- 6) Email Address: MONROE COUNTY-FL.GOV
- 7) Name of Owner, if different than above FKAA, KIRK ZUELCH
- 8) Address of Owner 1100 KENNEDY DR., KEY WEST, FL. 33040
- 9) Owner Phone # 305.295.2208 Email DESQUINALDO@FKAA.COM
- 10) Zoning District of Parcel HPS RE# PARCEL 10110
- 11) Is Subject Property located within the Historic District? Yes x No \_\_\_\_\_  
If Yes: Date of approval \_\_\_\_\_ HARC approval # TPD  
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).

EXISTING TANK & STORAGE LOT

\* PROPOSED - CHILLER W/ OFFICE SPACE  
NEW 2 STORY W/ OPEN ROOF  
STRUCTURE ADDED TO EXISTING

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

If Yes: Date of approval \_\_\_\_\_ Resolution # \_\_\_\_\_

Attach resolution(s).

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

Yes X No \_\_\_\_\_

If Yes, describe and attach relevant documents.

FKAA & MONROE COUNTY ILA

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.

D. For both *Conditional Uses* and *Development Plans*, one set of plans MUST be signed & sealed by an Engineer or Architect.

SEALED DOCUMENTS TO BE PROVIDED AFTER APPROVAL

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;
  - 2) Buildings, structures, and parking; *SEE DRAWG 3 OF 6*
  - 3) FEMA Flood Zone;
  - 4) Topography;
  - 5) Easements; and
  - 6) Location of Utility Lines (sewer, water, electric, cable) adjacent and extending into the site.
- B) Existing size, type and location of trees, hedges, and other features.
- C) Existing stormwater retention areas and drainage flows.
- D) A sketch showing adjacent land uses, buildings, and driveways.

#### 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
  - 2) Setbacks *DRAWG 4 OF 6*
  - 3) Parking: *SEE DRAWINGS 1, 5 & 6 OF 6*
    - a. Number, location and size of automobile and bicycle spaces
    - b. Handicapped spaces
    - c. Curbs or wheel stops around landscaping
    - d. Type of pavement
  - 4) Driveway dimensions and material
  - 5) Location of Utility Lines (sewer, water, electric, cable) adjacent and extending into the site.
  - 6) Location of garbage and recycling
  - 7) Signs
  - 8) Lighting
  - 8) Project Statistics: *DRAWG 1 OF 6*
    - a. Zoning
    - b. Size of site
    - c. Number of units (or units and Licenses)
    - d. If non-residential, floor area & proposed floor area ratio
    - e. Consumption area of restaurants & bars
    - f. Open space area and open space ratio
    - g. Impermeable surface area and impermeable surface ratio
    - h. Number of automobile and bicycle spaces required and proposed
- B) Building Elevations *DRAWG 6 OF 6*
- 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.
- 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.

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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.

*SEE DRAWG 1 OF 6*

### 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.
- (2) Name of owner/developer.
- (3) Scale.
- (4) North arrow.
- (5) Preparation and revision date.
- (6) Location/street address of development.

#### Sec. 108-228. Identification of key persons.

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

- (1) Owner.
- (2) Owner's authorized agent.
- (3) Engineer and architect.
- (4) Surveyor.
- (5) Landscape architect and/or environmental consultant.
- (6) Others involved in the application.
- (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).
- (2) Project site size (acreage and/or square footage).
- (3) Legal description.
- (4) Building size.
- (5) Floor area ratio, permitted and proposed.
- (6) Lot coverage, permitted and proposed.
- (7) Impervious surface.
- (8) Pervious surface.
- (9) Landscape areas.



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- (10) Parking spaces, permitted and proposed.
- (11) Delineation of location of existing and proposed structures.
- (12) Existing and proposed development type denoted by land use including density/intensity.
- (13) Setbacks.

### 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.
- (2) Target dates for each phase.
- (3) Expected date of completion. *SEE 1 OF 6 NOTE 6*
- (4) Proposed development plan for the site.
- (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).
- (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.
- (7) Buildings and sitting specifications which shall be utilized to reduce damage potential and to comply with federal flood insurance regulations.
- (8) Protection against encroachment together with proposed mitigation measures to be employed within environmentally sensitive areas.

### Sec. 108-231. Residential developments.

- NOT APPLICABLE*
- (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;
    - (2) Tenure (i.e., owner-occupied or rental); and
    - (3) Structure type, such as single-family, duplex, multiple-family, mobile home.
  - (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). *SEE 1/2*
  - 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.
- (3) When intergovernmental coordination efforts are incomplete, the applicant shall provide evidence of good faith efforts towards resolving intergovernmental coordination issues.

# DEVELOPMENT PLAN AND CONDITIONAL USE APPLICATION

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## CONDITIONAL USE CRITERIA

### Sec. 122-61. Purpose and intent.

The purpose of this article is to ensure that a conditional use shall only be permitted on specific sites where the proposed use may be adequately accommodated without generating adverse impacts on properties and land uses within the immediate vicinity. This article sets forth provisions and criteria for consideration of conditional uses on specific sites. Conditional uses shall be permitted only upon a finding that the proposed use satisfies this article.

### Sec. 122-62. Specific criteria for approval.

- (a) Findings. A conditional use shall be permitted upon a finding by the planning board that the proposed use, application and, if applicable, development plan comply with the criteria specified in this section, including specific conditions established by the planning board and or the city commission during review of the respective application in order to ensure compliance with the comprehensive plan and land development regulations. If the proposed conditional use is a major development pursuant to sections 108-165 and 108-166, the city commission shall render the final determination pursuant to section 122-63. A conditional use shall be denied if the city determines that the proposed use does not meet the criteria provided in this section and, further, that the proposed conditional use is adverse to the public's interest. An application for a conditional use shall describe how the specific land use characteristics proposed meet the criteria described in subsection (c) of this section and shall include a description of any measures proposed to mitigate against possible adverse impacts of the proposed conditional use on properties in the immediate vicinity.
- (b) Characteristics of use described. The following characteristics of a proposed conditional use shall be clearly described as part of the conditional use application:
- (1) Scale and intensity of the proposed conditional use as measured by the following:
    - a. Floor area ratio; *SEE DRAWING 1 OF 6*
    - b. Traffic generation;
    - c. Square feet of enclosed building for each specific use;
    - d. Proposed employment;
    - e. Proposed number and type of service vehicles; and
    - f. Off-street parking needs.
  - (2) On- or off-site improvement needs generated by the proposed conditional use and not identified on the list in subsection (b)(1) of this section including the following:
    - a. Utilities;
    - b. Public facilities, especially any improvements required to ensure compliance with concurrency management as provided in chapter 94;
    - c. Roadway or signalization improvements, or other similar improvements;
    - d. Accessory structures or facilities; and
    - e. Other unique facilities/structures proposed as part of site improvements.
  - (3) On-site amenities proposed to enhance site and planned improvements. Amenities including mitigative techniques such as:
    - a. Open space;
    - b. Setbacks from adjacent properties;
    - c. Screening and buffers;
    - d. Landscaped berms proposed to mitigate against adverse impacts to adjacent sites; and
    - e. Mitigative techniques for abating smoke, odor, noise, and other noxious impacts.

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- (c) Criteria for conditional use review and approval. Applications for a conditional use shall clearly demonstrate the following:
- (1) Land use compatibility. The applicant shall demonstrate that the conditional use, including its proposed scale and intensity, traffic-generating characteristics, and off-site impacts are compatible and harmonious with adjacent land use and will not adversely impact land use activities in the immediate vicinity.
  - (2) Sufficient site size, adequate site specifications, and infrastructure to accommodate the proposed use. The size and shape of the site, the proposed access and internal circulation, and the urban design enhancements must be adequate to accommodate the proposed scale and intensity of the conditional use requested. The site shall be of sufficient size to accommodate urban design amenities such as screening, buffers, landscaping, open space, off-street parking, efficient internal traffic circulation, infrastructure (i.e., refer to chapter 94 to ensure concurrency management requirements are met) and similar site plan improvements needed to mitigate against potential adverse impacts of the proposed use.
  - (3) Proper use of mitigative techniques. The applicant shall demonstrate that the conditional use and site plan have been designed to incorporate mitigative techniques needed to prevent adverse impacts to adjacent land uses. In addition, the design scheme shall appropriately address off-site impacts to ensure that land use activities in the immediate vicinity, including community infrastructure, are not burdened with adverse impacts detrimental to the general public health, safety and welfare.
  - (4) Hazardous waste. The proposed use shall not generate hazardous waste or require use of hazardous materials in its operation without use of city-approved mitigative techniques designed to prevent any adverse impact to the general health, safety and welfare. The plan shall provide for appropriate identification of hazardous waste and hazardous material and shall regulate its use, storage and transfer consistent with best management principles and practices. No use which generates hazardous waste or uses hazardous materials shall be located in the city unless the specific location is consistent with the comprehensive plan and land development regulations and does not adversely impact wellfields, aquifer recharge areas, or other conservation resources.
  - (5) Compliance with applicable laws and ordinances. A conditional use application shall demonstrate compliance with all applicable federal, state, county, and city laws and ordinances. Where permits are required from governmental agencies other than the city, these permits shall be obtained as a condition of approval. The city may affix other conditions to any approval of a conditional use in order to protect the public health, safety, and welfare.
  - (6) Additional criteria applicable to specific land uses. Applicants for conditional use approval shall demonstrate that the proposed conditional use satisfies the following specific criteria designed to ensure against potential adverse impacts which may be associated with the proposed land use:
    - a. Land uses within a conservation area. Land uses in conservation areas shall be reviewed with emphasis on compliance with section 108-1 and articles III, IV, V, VII and VIII of chapter 110 pertaining to environmental protection, especially compliance with criteria, including land use compatibility and mitigative measures related to wetland preservation, coastal resource impact analysis and shoreline protection, protection of marine life and fisheries, protection of flora and fauna, and floodplain protection. The size, scale and design of structures located within a conservation area shall be restricted in order to prevent and/or minimize adverse impacts on natural resources. Similarly, public uses should only be approved within a wetland or coastal high hazard area V zone when alternative upland locations are not feasible on an upland site outside the V zone.
    - b. Residential development. Residential development proposed as a conditional use shall be reviewed for land use compatibility based on compliance with divisions 2 through 14 of article IV and divisions 2 and 3 of article V of this chapter pertaining to zoning district regulations, including size and dimension regulations impacting setbacks, lot coverage, height, mass of building, building coverage, and open space criteria. Land use compatibility also shall be measured by appearance, design, and land use compatibility criteria established in chapter 102; articles III, IV and V of chapter 108; section 108-956; and article II of chapter 110; especially protection of historic resources; subdivision of land; access, internal circulation, and off-



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street parking; as well as possible required mitigative measures such as landscaping and site design amenities.

- c. Commercial or mixed use development. Commercial or mixed use development proposed as a conditional use shall be reviewed for land use compatibility based on compliance with divisions 2 through 14 of article IV and divisions 2 and 3 of article V of this chapter pertaining to zoning district regulations, including size and dimension regulations impacting floor area ratio, setbacks, lot coverage, height, mass of buildings, building coverage, and open space criteria. Land use compatibility also shall be measured by appearance, design, and land use compatibility criteria established in chapter 102; articles I, II, IV and V of chapter 108; section 108-956; and article II of chapter 110; especially protection of historic resources; subdivision of land; access, pedestrian access and circulation; internal vehicular circulation together with access and egress to the site, and off-street parking; as well as possible required mitigative measures such as landscaping, buffering, and other site design amenities. Where commercial or mixed use development is proposed as a conditional use adjacent to U.S. 1, the development shall be required to provide mitigative measures to avoid potential adverse impacts to traffic flow along the U.S. 1 corridor, including but not limited to restrictions on access from and egress to U.S. 1, providing for signalization, acceleration and deceleration lanes, and/or other appropriate mitigative measures.
- d. Development within or adjacent to historic district. All development proposed as a conditional use within or adjacent to the historic district shall be reviewed based on applicable criteria stated in this section for residential, commercial, or mixed use development and shall also comply with appearance and design guidelines for historic structures and contributing structures and/or shall be required to provide special mitigative site and structural appearance and design attributes or amenities that reinforce the appearance, historic attributes, and amenities of structures within the historic district.
- e. Public facilities or institutional development. Public facilities or other institutional development proposed as a conditional use shall be reviewed based on land use compatibility and design criteria established for commercial and mixed use development. In addition, the city shall analyze the proposed site location and design attributes relative to other available sites and the comparative merits of the proposed site, considering professionally accepted principles and standards for the design and location of similar community facilities and public infrastructure. The city shall also consider compliance with relevant comprehensive plan assessments of community facility and infrastructure needs and location impacts relative to service area deficiencies or improvement needs.
- f. Commercial structures, uses and related activities within tidal waters. The criteria for commercial structures, uses and related activities within tidal waters are as provided in section 122-1186.
- g. Adult entertainment establishments. The criteria for adult entertainment establishments are as provided in division 12 of article V of this chapter.



PREPARED 3/09/17, 14:34:50	PAYMENTS DUE INVOICE
City of Key West	PROGRAM PZ821L
PROJECT NUMBER: 16-89500003	500 THOMAS STREET MIN DEV PLAN HD
FEE DESCRIPTION	AMOUNT DUE
ADVERTISING AND NOTICE FEE	100.00
MINOR DEVELOPMENT PLAN IN HD	2500.00
FIRE DEPARTMENT REVIEW FEE	50.00
TOTAL DUE	2650.00

Please present this invoice to the cashier with full payment.

Oper: KEYWMEA  
 Date: 3/09/17 62  
 Total tendered \$2650.00  
 Total payment \$2650.00  
 Receipt no: 11983

Oper: KEYWMEA  
 Date: 3/09/17 62  
 CHECK  
 FOR DEPOSIT ONLY  
 ACCOUNT 010050895

CR102U02

City of Key West

3/09/17

Receipt Tender Entry - ITHACA POSJet 1500 PRINTER

14:58:16

Operator ID: KEYWMEA

Date: 3/09/17 No: 62

Receipt: 0011983

Type information, press Enter:

No. of receipts	:	<u>0</u>
Total receipt	:	2,650.00
Total tendered	:	2,650.00

Tender Code	Tendered amount	Check or Ref number
<u>CK</u>	<u>250000</u>	<u>8611</u>
<u>CK</u>	<u>15000</u>	<u>8623</u>
<u>  </u>	<u>          </u>	<u>          </u>
<u>  </u>	<u>          </u>	<u>          </u>
<u>  </u>	<u>          </u>	<u>          </u>

More...

F4=Prompt

F22=Process validations

F10=Maintain comments

F12=Cancel

F24=More keys

City of Key West  
Planning Department



Verification Form

(Where Authorized Representative is an entity)

I, Raymond Sanders, in my capacity as Project Manager  
(print name) (print position: president, managing member)  
of Monroe County  
(print name of entity serving as Authorized Representative)

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

500 Thomas Street, Key West, FL 33040  
Street Address of subject property

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

[Signature]  
Signature of Authorized Representative

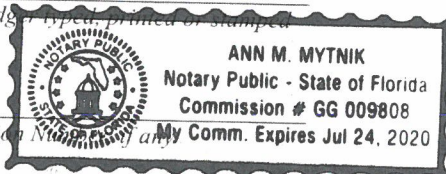
Subscribed and sworn to (or affirmed) before me on this 2/22/17 by  
date  
RAY SANDERS  
Name of Authorized Representative

He/She is personally known to me or has presented n/a as identification.

[Signature]  
Notary's Signature and Seal

Name of Acknowledged, typed, printed or stamped

Commission Notary Public and My Comm. Expires Jul 24, 2020





City of Key West  
Planning Department



Authorization Form  
(Individual or Joint Owner)

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

I, Florida Keys Aqueduct Authority authorize  
Please Print Name(s) of Owner(s) as appears on the deed

Monroe County

Please Print Name of Representative

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

Kirk C. Zuelch

Signature of Owner

Kirk C. Zuelch, Executive Director  
Florida Keys Aqueduct Authority

Signature of Joint/Co-owner if applicable

Subscribed and sworn to (or affirmed) before me on this

2/16/2017

Date

by Kirk C. Zuelch

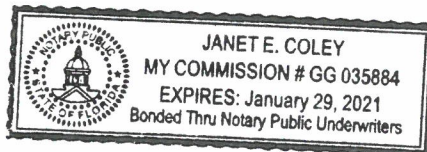
Name of Owner

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

Janet E. Coley

Notary's Signature and Seal

Name of Acknowledger typed, printed or stamped



Commission Number, if any



# Application For Variance

City of Key West, Florida • Planning Department

3140 Flagler Avenue • Key West, Florida 33040-4602 • 305-809-3720 • www.keywestcity.com

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

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

## PROPERTY DESCRIPTION:

Site Address: 500 O THOMAS STREET, KEY WEST, FLORIDA  
Zoning District: HPS Real Estate (RE) #: PARCEL 10110  
Property located within the Historic District? ☐ Yes ☐ No

**APPLICANT:** ☐ Owner ☒ Authorized Representative

Name: RAY SANDERS  
Mailing Address: 1100 SIMANTON ST  
City: Key West State: FL Zip: 33040  
Home/Mobile Phone: 305.304.4828 Office: 305.295.4337 Fax:   
Email: SANDERS - RAY @ MONROE COUNTY - FL. GOV

## PROPERTY OWNER: (if different than above)

Name: FKAA, KIRK ZWELCH  
Mailing Address: 1100 W KENNEDY DRIVE, Key West, FL  
City: Key West State: FL Zip: 33040  
Home/Mobile Phone:  Office: 305.295.2208 Fax:   
Email: DESQUIN ALDO @ FCAA.COM

Description of Proposed Construction, Development, and Use: NEW CHILLER BLDG  
TWO STORIES & OPEN ROOF

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

1. FRONT YARD SETBACK FROM 20' to 12'
2. SIDE YARD SETBACK TO JUDICIAL CENTER FROM 7.5' to 4' 11"
3. HEIGHT VARIANCE FROM 25' to 42' (w/ 3 HR WALL)
4. BUILDING COVERAGE FROM 40% to 69% (CURRENTLY, 41%)

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

If yes, please describe and attach relevant documents:

- 5. Non-Permeable FROM 50% to 68%  
CURRENTLY IS 69% (1% reduction)

City of Key West • Application for Variance

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

☐ Yes ☐ No

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

Is this variance request for habitable space pursuant to Section 122-1078?

☐ Yes ☐ No

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

Site Data Table				
	Code Requirement	Existing	Proposed	Variance Request
Zoning	HPS			
Flood Zone	N/A			
Size of Site	12,972 SF			
Height	25'	30' EST	42'	17'
Front Setback	20'	20' +	2'	18'
Side Setback	7.5'	7.5' +	4'	7.6'
Side Setback	5'	0'	0'	—
Street Side Setback	NA			
Rear Setback	10'	5.9'	5.9'	—
F.A.R	1			
Building Coverage	40%	41%	69%	29%
Impervious Surface	50%	69%	69%	REDUCTION OF 1%
Parking	0	0	0	0
Handicap Parking	0	0	0	0
Bicycle Parking	0	0	0	0
Open Space/ Landscaping	0	31%	32%	0
Number and type of units	0	0	0	0
Consumption Area or Number of seats	0	0	0	0

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

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



### Standards for Considering Variances

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

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

ADJACENT STRUCTURE IS 10' FROM THOMAS ST.  
AND IS 40' TALL ABOVE THOMAS STREET (AT BLDG.  
LOW EAVE HEIGHT)

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

EXISTING NON - PERMEABLE IS 19% OVER  
ALLOWED (WE ARE REDUCING THIS BY 1%)

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

N/A

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

NEW BUILDING W/ PLANTING WILL  
PROVIDE MORE PERVIOUS SURFACE

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

ADJACENT PROPERTY EXCEEDS ALL REQUESTS

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

NA

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

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

- That the standards established in Section 90-395 have been met by the applicant for a variance.
- That the applicant has demonstrated a "good neighbor policy" by contacting or attempting to contact all noticed property owners who have objected to the variance application, and by addressing the objections expressed by these neighbors. Please describe how you have addressed the "good neighbor policy."

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

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

QUIT-CLAIM DEED

THIS INDENTURE, Made this 15th day of August, A. D. 1952, between MONROE COUNTY, a political subdivision of the State of Florida, by its Board of County Commissioners, of the County of Monroe and State of Florida, party of the first part, and THE FLORIDA KEYS AQUEDUCT COMMISSION, a public agency of the State of Florida, of the County of Monroe and 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 Ten Dollars and other valuable considerations, in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, has remised, released and quit-claimed, and by these presents does remise, release and quit-claim unto the said party of the second part and its successors and assigns forever, all the right, title, interest, claim and demand which the party of the first part has in and to the following described lot, piece, or parcel of land, situate, lying and being in the County of Monroe, State of Florida, to-wit:

A parcel or tract of land in JACKSON SQUARE in the City of Key West, Florida, according to William A. Whitehead's Map of the Island of Key West and more particularly described as follows:



Commencing at the intersection of the Northwestern Property Line of Southard Street and the Northeastern Property Line of Thomas Street, run northwesterly along the Northeastern Property Line of Thomas Street for a distance of 217.0 feet to the point of beginning of the parcel or tract of land hereinafter described; from said point of beginning, continue northwesterly along the Northeastern Property Line of Thomas Street for a distance of 75.25 feet to a point; thence at right angles and northeasterly and parallel with Southard Street for a distance of 152.42 feet to a point; thence at right angles and southeasterly and parallel with Thomas Street for a distance of 142.25 feet to a point; thence at right angles and southwesterly and parallel with Southard Street for a distance of 22.42 feet to a point; thence at right angles and northwesterly and parallel with Thomas Street for a distance of 67.0 feet to a point; thence at right angles and southwesterly and parallel with Southard Street for a distance of 130.0 feet back to the point of beginning.



County of \_\_\_\_\_

REINER, RICHARD, Care May

I HEREBY CERTIFY, That on this day personally appeared before me, an officer duly authorized to administer oaths and take acknowledgments,  
DAN J. MALLOY and CATHERINE K. MALLOY, his wife,

to me well known and known to me to be the individuals described in and who executed the foregoing deed, and they acknowledged before me that they executed the same freely and voluntarily for the purposes therein expressed.

AND I FURTHER CERTIFY, That the said Catherine E. Malloy,

known to me to be the wife of the said Dan J. Malloy,  
on a separate and private examination taken and made by and before me, separately  
and apart from her said husband, did acknowledge that she made herself a party  
to said deed for the purpose of renouncing, relinquishing and conveying all her  
right, title and interest, whether of dower, homestead or of separate property,  
statutory or equitable, in and to the lands described therein, and that she executed  
the said deed freely and voluntarily and without any compulsion, constraint,  
apprehension or fear of or from her said husband.

WITNESS my hand and official seal at Philadelphia, Pennsylvania, N.J.  
County of Philadelphia, Chas. May, and State of Florida, this 17<sup>th</sup>  
day of June, A. D. 19 52. NEW JERSEY

(Seal)

### My Commission Expires

Marshall C. Fisher  
Notary Public, State of ~~Delaware~~ NEW JERSEY

**MARSHALL M. FISHER**  
NOTARY PUBLIC OF NEW JERSEY  
My Commission Expires April 8, 1959

# SPECIAL Century 21

DAN J. MALLOY and CATHERINE K. MALLOY, his wife,

100

JOSEPH D. LOPEZ and NEIL ROSE LOPEZ;  
husband and wife.

Date: May 28, 8. D. 1952.

ABSTRACT OF DESCRIPTION  
Filed: AUG 12 1952 -2:00 P.M.

05/05/2015 15:21:50

STATES OF FLORIDA,

County of MONROE

On this 12<sup>th</sup> day of August A. D. 1952, at 2:00 o'clock p.m., this instrument was filed for record, and being duly acknowledged and proven, I have recorded the same on pages 76/77 of Book 0-61 in the public records of said County.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Circuit Court of the State of Indiana, judicial Circuit of said State, in and for said County,

EARL R. ADAMS, *Clerk.*

PR: Nathaniel Perry, D. C.

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

IN WITNESS WHEREOF, the said party of the first part has caused these presents to be executed in its name by its Chairman and its common seal affixed, attested by its Clerk, all as of the day and year first above written.

Signed, Sealed and  
Delivered in our  
Presence:

Thermon H. Lewis

Ernest R. Adams

MONROE COUNTY, FLORIDA

BY

Gerald L. Sanders  
Chairman of the Board of  
County Commissioners of  
Monroe County, Florida.

(SEAL)

ATTEST:

Ernest R. Adams  
Clerk of the Board of  
County Commissioners of  
Monroe County, Florida.



STATE OF FLORIDA     )  
                              ) ss  
COUNTY OF MONROE    )

I HEREBY CERTIFY that on this day personally appeared before me, an officer duly authorized to administer oaths and take acknowledgments, GERALD SAUNDERS and EARL R. ADAMS to me known and known to be the Chairman and Clerk, respectively, of the Board of County Commissioners in and for Monroe County, Florida, and this day acknowledged before me that they executed the foregoing QUIT-CLAIM DEED as said Officers of said Monroe County, Florida, for and on behalf of said Monroe County, Florida, and that they affixed thereto the official seal of said Monroe County, Florida, by authority of a resolution duly adopted by the Board of County Commissioners of Monroe County, Florida.

AND I FURTHER CERTIFY that I know the said persons making said acknowledgments to be the individuals described in and who executed the said QUIT-CLAIM DEED and that they executed same freely and voluntarily and for the purposes therein expressed.

WITNESS my hand and official seal at Key West, County of Monroe and State of Florida, this 12<sup>th</sup> day of August, A.D. 1952.

(SEAL)

Earl R. Adams  
Notary Public, State of Florida  
at Large.

My commission expires: Sept 7, 1952



STATE OF FLORIDA  
County of Monroe  
**FILED FOR RECORD**  
THIS AUG 12 1952 9:15 A.M.  
AND RECORDED IN Deed BOOK G-64  
PAGES 78/80, AND RECORD VERIFIED  
EARL R. ADAMS  
CLERK CIRCUIT COURT  
Walter H. Hottel  
Clerk of Court



THIS INSTRUMENT, made this 8<sup>th</sup> day of August, A. D. 1952, between the City of Key West, Florida, a municipal corporation organized and existing under the laws of the State of Florida, party of the first part, and the Florida Keys Aqueduct Commission, a public agency 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 Ten Dollars and other valuable considerations, in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, has remised, released and quit-claimed, and by these presents does remise, release and quitclaim unto the said party of the second part, and its successors and assigns forever, all the right, title, interest, claim and demand which the said party of the first part has in and to the following described lot, piece or parcel of land, situate, lying and being in the County of Monroe, State of Florida, to-wit:



Commencing at the intersection of the Northwesterly Property Line of Southard Street and the Northeastery Property Line of Thomas Street, run northwesterly along the Northeastery Property Line of Thomas Street for a distance of 217.0 feet to the point of beginning of the parcel or tract of land hereinafter described; from said point of beginning, continue northwesterly along the Northeastery Property Line of Thomas Street for a distance of 75.35 feet to a point; thence at right angles and northeasterly and parallel with Southard Street for a distance of 152.42 feet to a point; thence at right angles and southeasterly and parallel with Thomas Street for a distance of 142.25 feet to a point; thence at right angles and southwesterly and parallel with Southard Street for a distance of 22.42 feet to a point; thence at right angles and northwesterly and parallel with Thomas Street for a distance of 67.0 feet to a point; thence at right angles and southwesterly and parallel with Southard Street for a distance of 130.0 feet back to the point of beginning.

TO HAVE AND TO HOLD the same, together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest and claim whatsoever of the said party of the first part, either in law or equity, to the only proper use, benefit and behoof of the said party of the second part, its successors and assigns, as long as the party of the second part uses the above described premises for the placing of its facilities thereon.

IN WITNESS WHEREOF, the said party of the first part has caused these presents to be executed in its name by its Mayor and its corporate seal affixed, attested by its City Clerk, all as of the day and year first above written.

Signed, Sealed and Delivered  
in our Presence:

THE CITY OF KEY WEST, FLORIDA

Rosalee L. Smith

By C. B. Harvey  
Mayor.

Myrtle M. Roberts

Attest:

Victor Lowe  
City Clerk.

(Seal)

\*\*\*\*\*

STATE OF FLORIDA,

ss.

COUNTY OF MONROE, ss.

On this 8<sup>th</sup> day of August, A. D. 1952, before me, the undersigned authority, personally came and appeared C. B. Harvey and Victor Lowe, to me well known to be respectively the Mayor and City Clerk of The City of Key West, Florida, a municipal corporation organized and existing under the laws of the State of Florida, whose names are subscribed to the foregoing Deed, and they being informed of the contents thereof acknowledged that they executed the same on behalf of and as the free act and deed of said municipal corporation for the purposes therein expressed, and each being by me duly sworn did say that the said instrument was executed and the Seal of said municipal corporation affixed; that they know its common seal, and the seal affixed thereto is the common seal of said municipal corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year first above written.

28822

Norman D. Artman  
Notary Public, State of Florida at Large

My Commission Expires:

Notary Public, State of Florida at Large  
My commission expires Dec. 15, 1953.  
Bonded by Mass. Bonding & Insurance Co.

STATE OF FLORIDA  
County of Monroe

FILED FOR RECORD  
THIS AUG 13 1952 7:22am

AND RECORDED IN DEED BOOK C-64  
PAGES 81/82, AND RECORD VERIFIED  
EARL R. ADAMS  
CLERK CIRCUIT COURT

By: Harvey & Harvey  
Deputy Clerk



## publicrecord

**From:** Sanders-Ray <Sanders-Ray@MonroeCounty-FL.Gov>  
**Sent:** Thursday, March 09, 2017 4:07 PM  
**To:** publicrecord  
**Cc:** 'James Hanna'; Knight-Cary  
**Subject:** Warranty Deed Search  
**Attachments:** PropSearch.pdf

Monroe County is currently working on a project to relocate the chiller from the Jefferson Brown building to property owned by FKA. The City of Key West is requiring a Warranty Deed to process the variance. Please provide a copy of the warranty deed for the property at 500 Block Thomas Street in Key West. The property card is attached for your reference. Thank you.

Ray Sanders  
Project Manager  
Monroe County Public Works & Engineering  
Project Management Department  
Office: (305)295-4337  
Cell: (305)304-4828  
[sanders-ray@monroecounty-fl.gov](mailto:sanders-ray@monroecounty-fl.gov)

PLEASE NOTE: FLORIDA HAS A VERY BROAD RECORDS LAW. MOST WRITTEN COMMUNICATIONS TO OR FROM THE COUNTY REGARDING COUNTY BUSINESS ARE PUBLIC RECORDS AVAILABLE TO THE PUBLIC AND MEDIA UPON REQUEST. YOUR EMAIL COMMUNICATION MAY BE SUBJECT TO PUBLIC DISCLOSURE.

Receipt# 405971

-----

KEVIN MADOK  
CLERK OF COURT  
MONROE COUNTY  
500 WHITEHEAD STREET  
KEY WEST, FL  
33040

-----

Type: COPY OFFICIAL RECORD  
(Cnt: 1 Qty: 5)  
COPY OF OFFICIAL RECORD \$ 5.00

Total	\$	5.00
Escrow	\$	5.00
Balance	\$	0.00

-----

Total Documents: 5  
Total Fees: 1

-----

Client Name MONROE COUNTY ENGINEERING DE  
Current Balance \$ -9.00  
Mar 20 2017 9:50:56 AM

Cashier: PZ





**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:** 1010391 **Parcel ID:** 00010110-000000

---

**Ownership Details**

**Mailing Address:**

FLORIDA KEYS AQUEDUCT COMMISSION  
1100 KENNEDY DR  
KEY WEST, FL 33040-4021

---

**Property Details**

**PC Code:** 91 - UTILITIES, WATER TANKS

**Millage Group:** 10KW

**Affordable Housing:** No

**Section-Township-Range:** 06-68-25

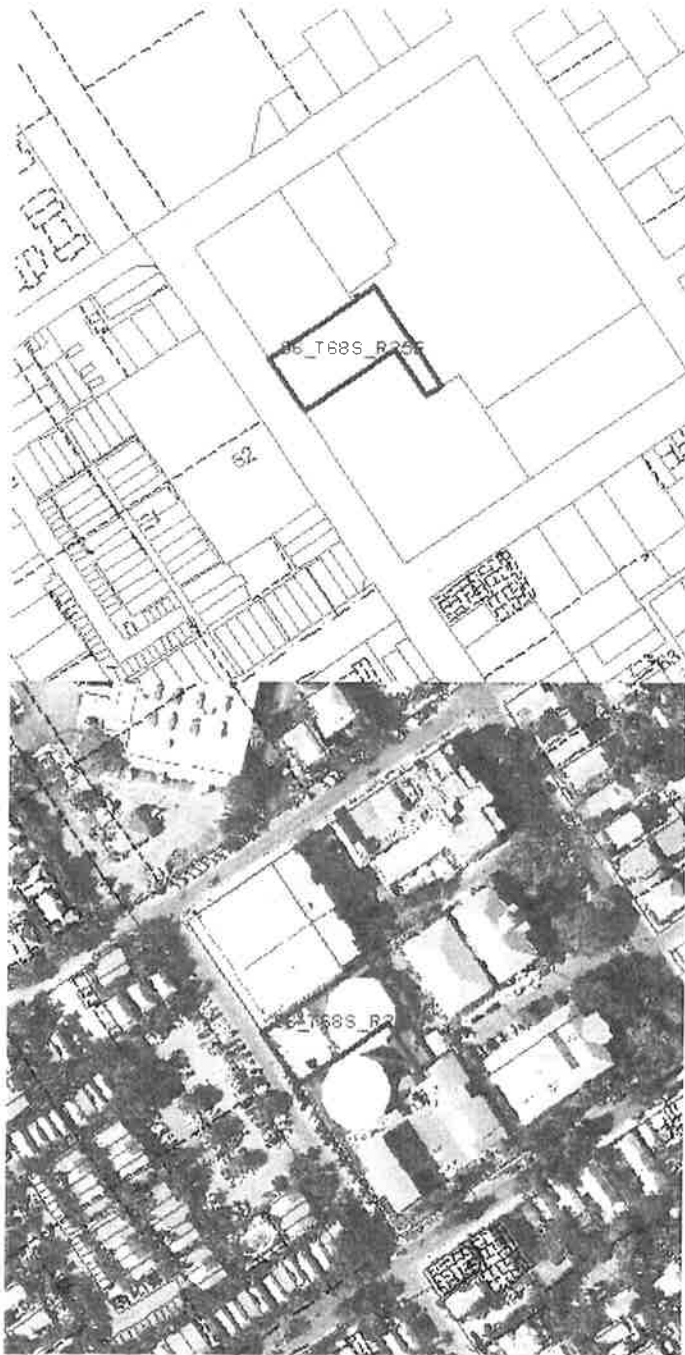
**Property Location:** 500 BLOCK THOMAS ST KEY WEST

**Legal Description:** KW PT JACKSON SQ WATER WORKS G64-78/82

---



Click Map Image to open interactive viewer



## Exemptions

Exemption	Amount
16 - STATE LANDS	1,985,724.00

## Land Details

Land Use Code	Frontage	Depth	Land Area
100E - COMMERCIAL EXEMPT	0	0	12,972.00 SF

## Misc Improvement Details

Nbr	Type	# Units	Length	Width	Year Built	Roll Year	Grade	Life
1		1 UT	0	0	1957	1958	1	1

## Appraiser Notes

FLORIDA KEYS AQUADUCT AUTHORITY-THOMAS ST

## 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
2016	0	724,638	1,261,086	1,985,724	1,985,724	1,985,724	0
2015	0	724,638	1,261,086	1,985,724	1,985,724	1,985,724	0
2014	0	724,638	1,221,677	1,946,315	1,946,315	1,946,315	0
2013	0	724,638	1,170,445	1,895,083	1,895,083	1,895,083	0
2012	0	724,638	1,170,445	1,895,083	1,895,083	1,895,083	0
2011	0	724,638	1,300,495	2,025,133	2,025,133	2,025,133	0
2010	0	724,638	1,556,640	2,281,278	2,281,278	2,281,278	0
2009	0	724,638	1,676,631	2,401,269	2,401,269	2,401,269	0
2008	0	724,638	1,780,407	2,505,045	2,505,045	2,505,045	0
2007	0	724,638	1,686,360	2,410,998	2,410,998	2,410,998	0
2006	0	724,638	1,037,760	1,762,398	1,762,398	1,762,398	0
2005	0	724,638	908,040	1,632,678	1,632,678	1,632,678	0
2004	0	724,638	843,180	1,567,818	1,567,818	1,567,818	0
2003	0	724,638	492,936	1,217,574	1,217,574	1,217,574	0
2002	0	724,638	350,244	1,074,882	1,074,882	1,074,882	0
2001	0	724,638	350,244	1,074,882	1,074,882	1,074,882	0
2000	0	724,638	350,244	1,074,882	1,074,882	1,074,882	0
1999	0	724,638	350,244	1,074,882	1,074,882	1,074,882	0
1998	0	434,783	350,244	785,027	785,027	785,027	0
1997	0	442,029	324,300	766,329	766,329	766,329	0
1996	0	449,276	324,300	773,576	773,576	773,576	0
1995	0	456,522	324,300	780,822	780,822	780,822	0
1994	0	463,768	324,300	788,068	788,068	788,068	0
1993	0	471,015	324,300	795,315	795,315	795,315	0
1992	0	478,261	324,300	802,561	802,561	802,561	0
1991	0	485,507	324,300	809,807	809,807	809,807	0
1990	0	492,754	288,627	781,381	781,381	781,381	0

1989	0	500,000	285,384	785,384	785,384	785,384	0
1988	0	0	259,440	259,440	259,440	259,440	0
1987	0	0	95,344	95,344	95,344	95,344	0
1986	0	0	93,398	93,398	93,398	93,398	0
1985	0	0	32,957	32,957	32,957	32,957	0
1984	0	0	32,957	32,957	32,957	32,957	0
1983	0	0	32,957	32,957	32,957	32,957	0
1982	0	0	32,957	32,957	32,957	32,957	0

## 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.

This page has been visited 116,036 times.

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

Sketch & Description  
Portion of  
**JACKSON SQUARE**  
(Described in Deed Book G-64, Page 78)  
CITY OF KEY WEST

**SURVEYOR'S REPORT:**

1. Reproductions of this Sketch are not valid without the signature and the original raised seal of a Florida licensed surveyor and mapper.
2. No Title Opinion or Abstract to the subject property has been provided. It is possible that there are Deeds, Easements, or other instruments (recorded or unrecorded) which may affect the subject property. No search of the Public Records has been made by the Surveyor.
3. The land description of the Parent Tract shown hereon is in accordance with the deed described in Deed Book G-64, Page 78, recorded in the Public Records of Monroe County, Florida.
4. The legal description of Parcel A was prepared by the surveyor.
5. No underground improvements were located.
6. Bearings shown hereon are assumed with the northeasterly right-of-way line of Thomas Street having a bearing of N 34°10'26" W.
7. Data shown hereon was compiled from instrument(s) of record and does not constitute a boundary survey.
8. This map is intended to be displayed at a scale of 1"=20' (1:240).
9. Abbreviation Legend: CL = Centerline; L.B. = Licensed Business; M.C.R. = Monroe County Records; P = Per Record Plat; P.B. = Plat Book; PG. = Page; P.L.S. = Professional Land Surveyor; P.O.B. = Point of Beginning; P.O.C. = Point of Commencement; P.S.M. = Professional Surveyor & Mapper; R = Record; R/W = Right-of-Way.

**CERTIFICATION:**

I HEREBY CERTIFY that the attached Sketch and Description of the hereon described property is true and correct to the best of my knowledge and belief as prepared under my direction. I FURTHER CERTIFY that this Sketch and Description meets the Standards of Practice set forth in Chapters 5J-17, Florida Administrative Code, pursuant to Section 472.027, Florida Statutes.

Date: 08-01-2016

  
KEITH M. CHEE-A-TOW, P.L.S.  
Florida Registration No. 5328  
AVIROM & ASSOCIATES, INC.  
L.B. No. 3300  
EMAIL: keith@aviromsurvey.com

**REVISIONS**



**AVIROM & ASSOCIATES, INC.**  
**SURVEYING & MAPPING**

50 S.W. 2nd AVENUE, SUITE 102  
BOCA RATON, FLORIDA 33432  
TEL (561) 392-2594, FAX (561) 394-7125  
www.AVIROMSURVEY.com

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JOB #: **10128-1**

SCALE: 1" = 20'

DATE: 08-01-2016

BY: K.M.C.

CHECKED: K.M.C.

F.B. N/A PG. N/A

SHEET: 1 OF 3



Sketch & Description  
Portion of  
**JACKSON SQUARE**  
(Described in Deed Book G-64, Page 78)  
CITY OF KEY WEST

**LAND DESCRIPTION:**

**Parent Tract**

(Per Deed Book G-64, Page 78)

A parcel or tract of land in JACKSON SQUARE in the City of Key West, Florida, according to William A. Whitehead's Map of the Island of Key West and more particularly described as follows:

COMMENCING at the intersection of the northwesterly property line of Southard Street and the northeasterly property line of Thomas Street, run northwesterly along the northeasterly property line of Thomas Street for a distance of 217.0 feet to the Point of Beginning of the parcel or tract of land hereinafter described; from said Point of Beginning, continue northwesterly along the northeasterly property line of Thomas Street for a distance of 75.25 feet to a point; thence at right angles and northeasterly and parallel with Southard Street for a distance of 152.42 feet to a point; thence at right angles and southeasterly and parallel with Thomas Street for a distance of 142.25 feet to a point; thence at right angles and southwesterly and parallel with Southard Street for a distance of 22.42 feet to a point; thence at right angles and northwesterly and parallel with Thomas Street for a distance of 67.0 feet to a point; thence at right angles and southwesterly and parallel with Southard Street for a distance of 130.0 feet back to the Point of Beginning.

Said lands lying and situate in the City of Key West, Monroe County, Florida, containing 12,972 square feet (0.298 acres), more or less.

**LAND DESCRIPTION:**

**Parcel A**

A parcel of land being a portion of the above described lands, within JACKSON SQUARE in the City of Key West, Florida, according to William A. Whitehead's Map of the Island of Key West more particularly described as follows:

COMMENCING at the intersection of the northwesterly property line of Southard Street and the northeasterly property line of Thomas Street, run northwesterly along the northeasterly property line of Thomas Street for a distance of 253.75 feet to the Point of Beginning of the parcel of land hereinafter described; from said Point of Beginning, continue northwesterly along the northeasterly property line of Thomas Street for a distance of 38.50 feet to a point; thence at right angles and northeasterly and parallel with Southard Street for a distance of 36.50 feet to a point; thence at right angles and southeasterly and parallel with Thomas Street for a distance of 38.50 feet to a point; thence at right angles and southwesterly and parallel with Southard Street for a distance of 36.50 feet back to the Point of Beginning.

Said lands lying and situate in the City of Key West, Monroe County, Florida, containing 1,405.25 square feet (0.03 acre), more or less.

**REVISIONS**



**AVIROM & ASSOCIATES, INC.**  
**SURVEYING & MAPPING**

50 S.W. 2nd AVENUE, SUITE 102  
BOCA RATON, FLORIDA 33432  
TEL. (561) 392-2594, FAX (561) 394-7125  
[www.AVIROMSURVEY.com](http://www.AVIROMSURVEY.com)

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and should not be reproduced or copied without written permission.

JOB #: 10128-1

SCALE: 1" = 20'

DATE: 08-01-2016

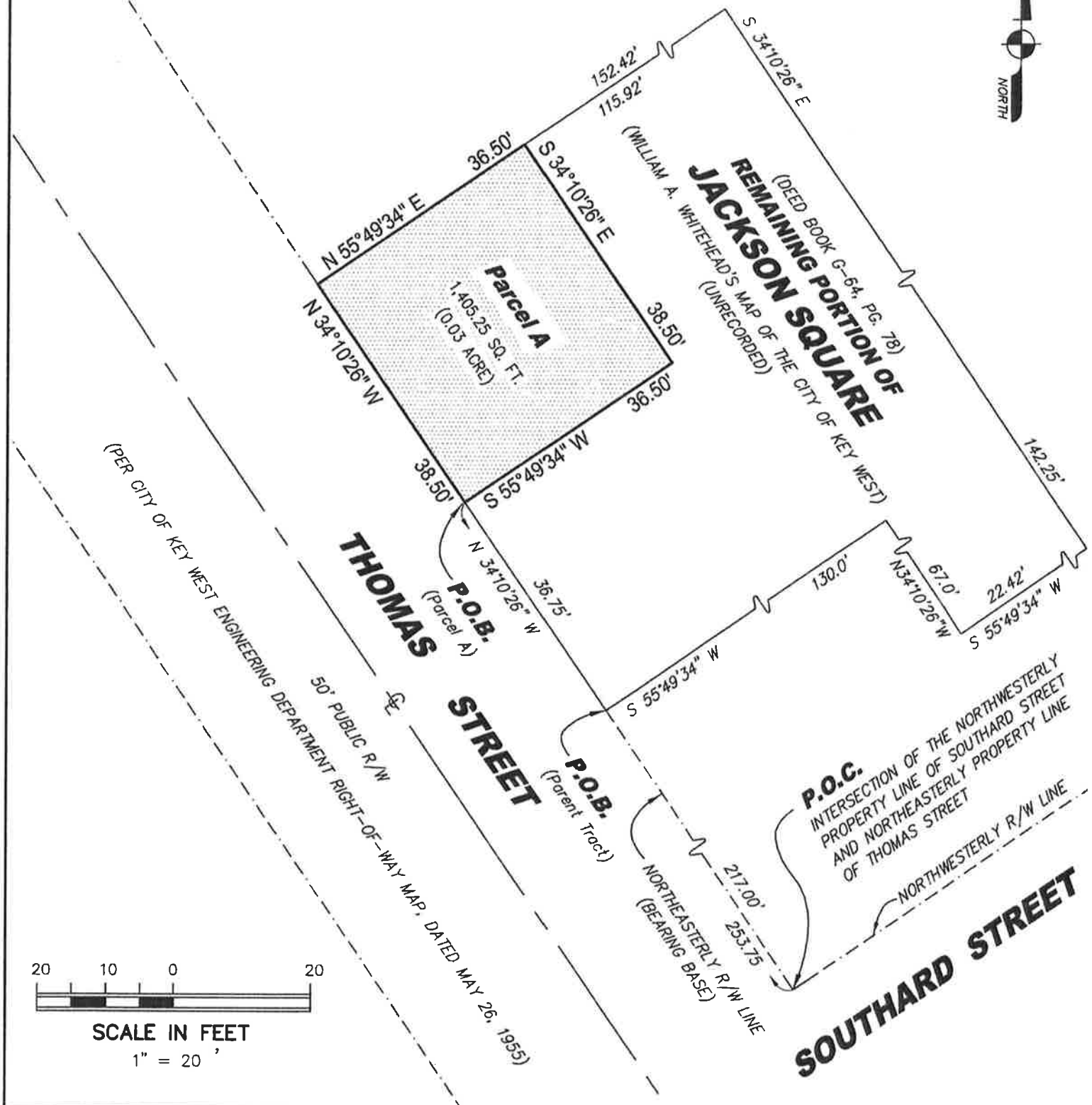
BY: K.M.C.

CHECKED: K.M.C.

F.B. N/A PG. N/A

SHEET: 2 OF 3

Sketch & Description  
Portion of  
**JACKSON SQUARE**  
(Described in Deed Book G-64, Page 78)  
CITY OF KEY WEST



REVISIONS



**AVIROM & ASSOCIATES, INC.**  
SURVEYING & MAPPING

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JOB #: 10128-1

SCALE: 1" = 20'

DATE: 08-01-2016

BY: K.M.C.

CHECKED: K.M.C.

F.B. N/A PG. N/A

SHEET: 3 OF 3

**INTERLOCAL AGREEMENT  
BETWEEN MONROE COUNTY AND  
FLORIDA KEYS AQUEDUCT AUTHORITY  
FOR USE OF THE FREEMAN JUSTICE CENTER SECURED SOUTH PARKING LOT**

**THIS INTERLOCAL AGREEMENT** is entered into this 19<sup>th</sup> day of October, 2016, pursuant to Section 163.01, F.S., by and between Monroe County, a political subdivision of the State of Florida, (the "County"), and the Florida Keys Aqueduct Authority, an independent special district of the State of Florida, (the "FKAA").

**WHEREAS**, the County is authorized by Section 125.01(1)(c), F.S., to provide and maintain County buildings and facilities; and

**WHEREAS**, the FKAA was created in 1976 by the Legislature of the State of Florida, Chapter 76-441, Laws of Florida, as amended from time to time, for purposes of obtaining, supplying, and distributing an adequate supply of water to the Florida Keys, and to purchase, construct, acquire, operate, manage and control wastewater systems; and

**WHEREAS**, the County and the FKAA are authorized to enter into this Agreement and implement its provisions pursuant to Section 163.01, F.S., as amended, which permits local government units to make the most efficient use of their powers by enabling them to cooperate with each other for mutual advantage and to provide services and facilities in a manner and pursuant to forms of governmental organization that accords best with geographic, economic, and other factors influencing the needs and development of local communities; and

**WHEREAS**, the FKAA is the owner and operator of a secured parking lot parcel located adjacent to and south of the Freeman Justice Center in Jackson Square, Key West, identified as "Parcel A" in the legal sketch and description attached hereto as Exhibit "A"; and

**WHEREAS**, "Parcel A" has sufficient capacity for permanent placement of the County's proposed Jefferson Brown Cooling Tower and Chiller Station ("Chiller Station") which will provide cooling services and a covered parking area for the buildings and facilities at the entire Government Center; and

**WHEREAS**, the County and the FKAA staff and legal counsel have reviewed the conceptual plans, drawings, and renditions of the proposed Chiller Station and covered parking area, and each have approved of the County's use of the "Parcel A" location for the installation of the Chiller Station, for which the County has appropriated the necessary funding; and

**WHEREAS**, the County shall be responsible for the ownership, control, maintenance, and operation of the Chiller Station; and

**NOW THEREFORE**, in consideration of the mutual covenants, representations, and promises set forth in this Agreement and for other good and valuable consideration each to the other, receipt of which is hereby acknowledged by each party, the County and the FKAA hereby agree, stipulate, and covenant as follows:

**PURPOSE OF INTERLOCAL AGREEMENT.** The purpose of this Agreement is to establish the County's permission to utilize a portion of the FKAA's parking lot "Parcel A" for

installation and operation of the County's Chiller Station.

**TERM OF INTERLOCAL AGREEMENT.** The term of this Agreement shall be for ninety-nine (99) years from the date of final execution, or until such time as the parties otherwise agree by a fully executed amendment to this Agreement.

**PROJECT AND FACILITY.** The County shall be responsible for the administration, design, planning, development, installation, construction, implementation, ownership, control, maintenance, and operation of the Chiller Station. During the term of this Agreement the County shall provide three (3) parking spaces for FKAA either in the area that the County is demolishing adjacent to Parcel A or in its main parking area across Thomas Street.

**RELATIONSHIP OF PARTIES.** The FKAA is an independent special district of the State of Florida and not an agent, contractor, or servant of the County. The FKAA shall have no authority whatsoever to act on behalf of or as agent of the County in any promise, agreement or representation other than as specifically provided for in this Agreement. The County shall have no authority whatsoever to act on behalf of or as agent of the FKAA in any promise, agreement or representation other than as specifically provided for in this Agreement. The FKAA shall have no obligation to the County with respect to the County's Chiller Station other than as specifically provided for in this Agreement. The County shall at no time be legally responsible for any negligence on the part of the FKAA, its employees, agents or contractors resulting in either bodily or personal injury or property damage to any individual, property or corporation. The FKAA shall at no time be legally responsible for any negligence on the part of the County, its employees, agents or contractors resulting in either bodily or personal injury or property damage to any individual, property or corporation.

**WARRANTIES, REPRESENTATIONS, AND COVENANTS.** The FKAA and the County warrant, represent, and covenant that: (a) They have the full power to enter into this Agreement and to comply with the provisions hereof. (b) The FKAA is the owner of the parking lot "Parcel A" that is the subject of this Agreement. (c) The County is the owner of the proposed Chiller Station.

**INSURANCE.** The parties to this Agreement stipulate that each is a state governmental agency as defined by Florida Statutes. To the extent allowed by law, each party shall be responsible for any acts, or omissions, of negligence on the part of its own employees, agents, contractors, and subcontractors and shall defend, indemnify and hold the other party, its officers, and employees, agents and contractors, harmless from all claims, demands, causes of action, losses, costs and expenses, that arise out of or are attributable to arising out of such actions or omissions as it relates to and in connection with the terms and provisions of this Agreement and the parties herein. The parties agree to keep in full force and effect the required insurance coverage during the term of this Agreement. If the insurance policies originally purchased which meet the requirements of this lease Agreement are canceled, terminated or reduced in coverage, then the parties must immediately substitute complying policies so that no gap in coverage occurs.

**HOLD HARMLESS.** To the extent allowed by law, the parties are liable for and must fully defend, release, discharge, indemnify and hold harmless the other, its members, elected officials, officers, employees, agents and contractors, from and against any and all claims, demands, causes of action, losses, costs and expenses of whatever type that arise out of or are



attributable to their own operations, omissions, or acts of negligence in connection with this Agreement. The County's and the FKAA's purchase of the insurance required under this Agreement does not release or vitiate their obligations under this paragraph. The County and the FKAA do not waive any of its sovereign immunity rights including but not limited to those expressed in Section 768.28, F.S.

**ADJUDICATION OF DISPUTES OR DISAGREEMENTS.** The County and the FKAA agree that all disputes and disagreements shall be attempted to be resolved by meet and confer sessions between representatives of each of the parties. If no resolution can be agreed upon within 30 days after the first meet and confer session, the issue or issues shall be discussed at a public meeting of the Board of County Commissioners. If the issue or issues are still not resolved to the satisfaction of the parties, then any party shall have the right to seek such relief or remedy as may be provided by this Agreement or by Florida law.

**COOPERATION.** In the event any administrative or legal proceeding is instituted against either party relating to the formation, execution, performance, or breach of this Agreement, County and FKAA agree to participate, to the extent required by the other party, in all proceedings, hearings, processes, meetings, and other activities related to the substance of this Agreement or provision of the services under this Agreement. County and FKAA specifically agree that no party to this Agreement shall be required to enter into any arbitration proceedings related to this Agreement.

**COVENANT OF NO INTEREST.** The parties covenant that neither presently has any interest, and shall not acquire any interest, which would conflict in any manner or degree with its performance under this Agreement, and that only interest of each is to perform and receive benefits as recited in this Agreement.

**FLORIDA CODE OF ETHICS.** The parties agree that their officers and employees will be required to comply with the standards of conduct for public officers and employees as delineated in Section 112.313, F.S., regarding, but not limited to, solicitation or acceptance of gifts; doing business with one's agency; unauthorized compensation; misuse of public position, conflicting employment or contractual relationship; and disclosure or use of certain information.

**NO SOLICITATION/PAYMENT.** The County and the FKAA warrant that, in respect to itself, it has neither employed nor retained any company or person, other than a bona fide employee working solely for it, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for it, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, the parties agree that they shall have the right to terminate this Agreement without liability and, at its discretion, to offset from monies owed, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

**NON-WAIVER OF IMMUNITY.** Notwithstanding the provisions of Section 786.28, F.S., the participation of the County and the FKAA in this Agreement and the acquisition of any commercial liability insurance coverage, self-insurance coverage, or local government liability insurance pool coverage shall not be deemed a waiver of immunity to the extent of liability

coverage, nor shall any contract entered into by the County or the FKAA be required to contain any provision for waiver.

**PRIVILEGES AND IMMUNITIES.** All of the privileges and immunities from liability, exemptions from laws, ordinances, and rules and pensions and relief, disability, workers' compensation, and other benefits which apply to the activity of officers, agents, or employees of any public agents or employees of the County or the FKAA, when performing their respective functions under this Agreement within the territorial limits of the County shall apply to the same degree and extent to the performance of such functions and duties of such officers, agents, volunteers, or employees outside the territorial limits of the County.

**LEGAL OBLIGATIONS AND RESPONSIBILITIES.** This Agreement is not intended to, nor shall it be construed as, relieving any participating entity from any obligation or responsibility imposed upon the entity by law except to the extent of actual and timely performance thereof by any participating entity, in which case the performance may be offered in satisfaction of the obligation or responsibility. Further, this Agreement is not intended to, nor shall it be construed as, authorizing the delegation of the constitutional or statutory duties of either party, except to the extent permitted by law.

**NON-RELIANCE BY NON-PARTIES.** No person or entity shall be entitled to rely upon the terms, or any of them, of this Agreement to enforce or attempt to enforce any third-party claim or entitlement to or benefit of any service or program contemplated hereunder, and the County and the FKAA agree that neither the County nor the FKAA or any agent, officer, or employee of either shall have the authority to inform, counsel, or otherwise indicate that any particular individual or group of individuals, entity or entities, have entitlements or benefits under this Agreement separate and apart, inferior to, or superior to the community in general or for the purposes contemplated in this Agreement.

**EXECUTION IN COUNTERPARTS.** This Agreement may be executed in any number of counterparts, each of which shall be regarded as an original, all of which taken together shall constitute one and the same instrument and any of the parties hereto may execute this Agreement by signing any such counterpart.

**TERMINATION.** This Agreement may be terminated by either party due to a breach of any provisions of this Agreement if, after written notice of the breach is delivered to the other party, the other party does not cure the breach within ten (10) days following delivery of notice of breach. The parties may terminate this Agreement upon giving sixty (60) days prior written notice to the other party. Any waiver of any breach of covenants herein contained shall not be deemed to be a continuing waiver and shall not operate to bar either party from declaring a forfeiture for any succeeding breach either of the same conditions or covenants or otherwise. Termination of this Agreement for this project shall have no effect on any other agreement between the County and the FKAA.

**ASSIGNMENT.** Neither the FKAA nor the County shall have the power to assign rights or obligations created by this Agreement to any third party without the prior written consent of the other party. All of the obligations of this Agreement will extend to and bind the legal

representatives, successors and assigns of the FKAA and the County.

**AMENDMENT OF AGREEMENT.** This Agreement may be amended only in a writing signed by an Authorized Representative of each of the parties hereto.

**NOTICES.** Notices in this Agreement, unless otherwise specified, must be sent by certified mail to the following:

For the County:  
Mr. Roman Gastesi, County Administrator  
Monroe County  
1100 Simonton St.  
Key West, FL 33040

For the County:  
County Attorney's Office  
1111 12<sup>th</sup> Street  
4<sup>th</sup> Floor, Suite 408  
Key West, FL 33040

For FKAA:  
Mr. Kirk Zuelch, Executive Director  
Florida Keys Aqueduct Authority  
1100 Kennedy Drive  
Key West, FL 33040  
**MONROE COUNTY ATTORNEY**  
**APPROVED AS TO FORM**

  
**CHRIS AMBROSIO**  
**ASSISTANT COUNTY ATTORNEY**

Date: 9-1-16

**FULL UNDERSTANDING.** This Agreement constitutes the parties' final mutual understanding. It replaces any earlier agreements or understandings, whether written or oral. This Agreement cannot be modified or replaced except by another written and signed agreement.

**IN WITNESS WHEREOF,** the parties have caused this Agreement to be executed on their behalf by the FKAA Executive Director and the County Mayor.

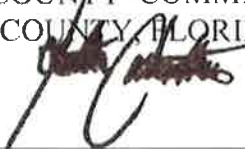
(SEAL)  
AMY E. CLARK  
By:   
Clerk

(SEAL)  
ATTEST:

By:   
Clerk

FKAA Board Approved: 9/28/2016

BOARD OF COUNTY COMMISSIONERS  
OF MONROE COUNTY, FLORIDA

By:   
Mayor  
Date: 11/21/16

THE FLORIDA KEYS AQUEDUCT  
AUTHORITY

By:   
Kirk C. Zuelch, Executive Director

Date: 9-28-16



Sketch & Description  
Portion of  
**JACKSON SQUARE**  
(Described in Deed Book G-64, Page 78)  
CITY OF KEY WEST

**SURVEYOR'S REPORT:**


1. Reproductions of this Sketch are not valid without the signature and the original raised seal of a Florida licensed surveyor and mapper.
2. No Title Opinion or Abstract to the subject property has been provided. It is possible that there are Deeds, Easements, or other instruments (recorded or unrecorded) which may affect the subject property. No search of the Public Records has been made by the Surveyor.
3. The land description of the Parent Tract shown hereon is in accordance with the deed described in Deed Book G-64, Page 78, recorded in the Public Records of Monroe County, Florida.
4. The legal description of Parcel A was prepared by the surveyor.
5. No underground improvements were located.
6. Bearings shown hereon are assumed with the northeasterly right-of-way line of Thomas Street having a bearing of N 34°10'26" W.
7. Data shown hereon was compiled from instrument(s) of record and does not constitute a boundary survey.
8. This map is intended to be displayed at a scale of 1"=20' (1:240).
9. Abbreviation Legend: CL = Centerline; L.B. = Licensed Business; M.C.R. = Monroe County Records; P = Per Record Plat; P.B. = Plat Book; PG. = Page; P.L.S. = Professional Land Surveyor; P.O.B. = Point of Beginning; P.O.C. = Point of Commencement; P.S.M. = Professional Surveyor & Mapper; R = Record; R/W = Right-of-Way.

**CERTIFICATION:**

I HEREBY CERTIFY that the attached Sketch and Description of the hereon described property is true and correct to the best of my knowledge and belief as prepared under my direction. I FURTHER CERTIFY that this Sketch and Description meets the Standards of Practice set forth in Chapters 5J-17, Florida Administrative Code, pursuant to Section 472.027, Florida Statutes.

Date: 08-01-2016

  
KEITH M. CHEE-A-TOW, P.L.S.  
Florida Registration No. 5328  
AVIROM & ASSOCIATES, INC.  
L.B. No. 3300  
EMAIL: keith@aviromsurvey.com

REVISIONS		<b>AVIROM &amp; ASSOCIATES, INC.</b>	JOB #:	<b>10128-1</b>
		<b>SURVEYING &amp; MAPPING</b>	SCALE:	1" = 20'
		50 S W. 2nd AVENUE, SUITE 102	DATE:	08-01-2016
		BOCA RATON, FLORIDA 33432	BY:	K.M.C.
		TEL (561) 392-2594, FAX (561) 394-7125	CHECKED:	K.M.C.
		www.AVIROMSURVEY.com	F.B.	N/A
		PG.	N/A	
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Sketch & Description  
Portion of  
**JACKSON SQUARE**  
(Described in Deed Book G-64, Page 78)  
CITY OF KEY WEST

**LAND DESCRIPTION:**

**Parent Tract**

(Per Deed Book G-64, Page 78)

A parcel or tract of land in JACKSON SQUARE in the City of Key West, Florida, according to William A. Whitehead's Map of the Island of Key West and more particularly described as follows:

COMMENCING at the intersection of the northwesterly property line of Southard Street and the northeasterly property line of Thomas Street, run northwesterly along the northeasterly property line of Thomas Street for a distance of 217.0 feet to the Point of Beginning of the parcel or tract of land hereinafter described; from said Point of Beginning, continue northwesterly along the northeasterly property line of Thomas Street for a distance of 75.25 feet to a point; thence at right angles and northeasterly and parallel with Southard Street for a distance of 152.42 feet to a point; thence at right angles and southeasterly and parallel with Thomas Street for a distance of 142.25 feet to a point; thence at right angles and southwesterly and parallel with Southard Street for a distance of 22.42 feet to a point; thence at right angles and northwesterly and parallel with Thomas Street for a distance of 67.0 feet to a point; thence at right angles and southwesterly and parallel with Southard Street for a distance of 130.0 feet back to the Point of Beginning.

Said lands lying and situate in the City of Key West, Monroe County, Florida, containing 12,972 square feet (0.298 acres), more or less.


**LAND DESCRIPTION:**

**Parcel A**

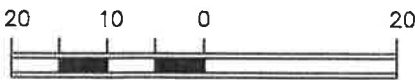
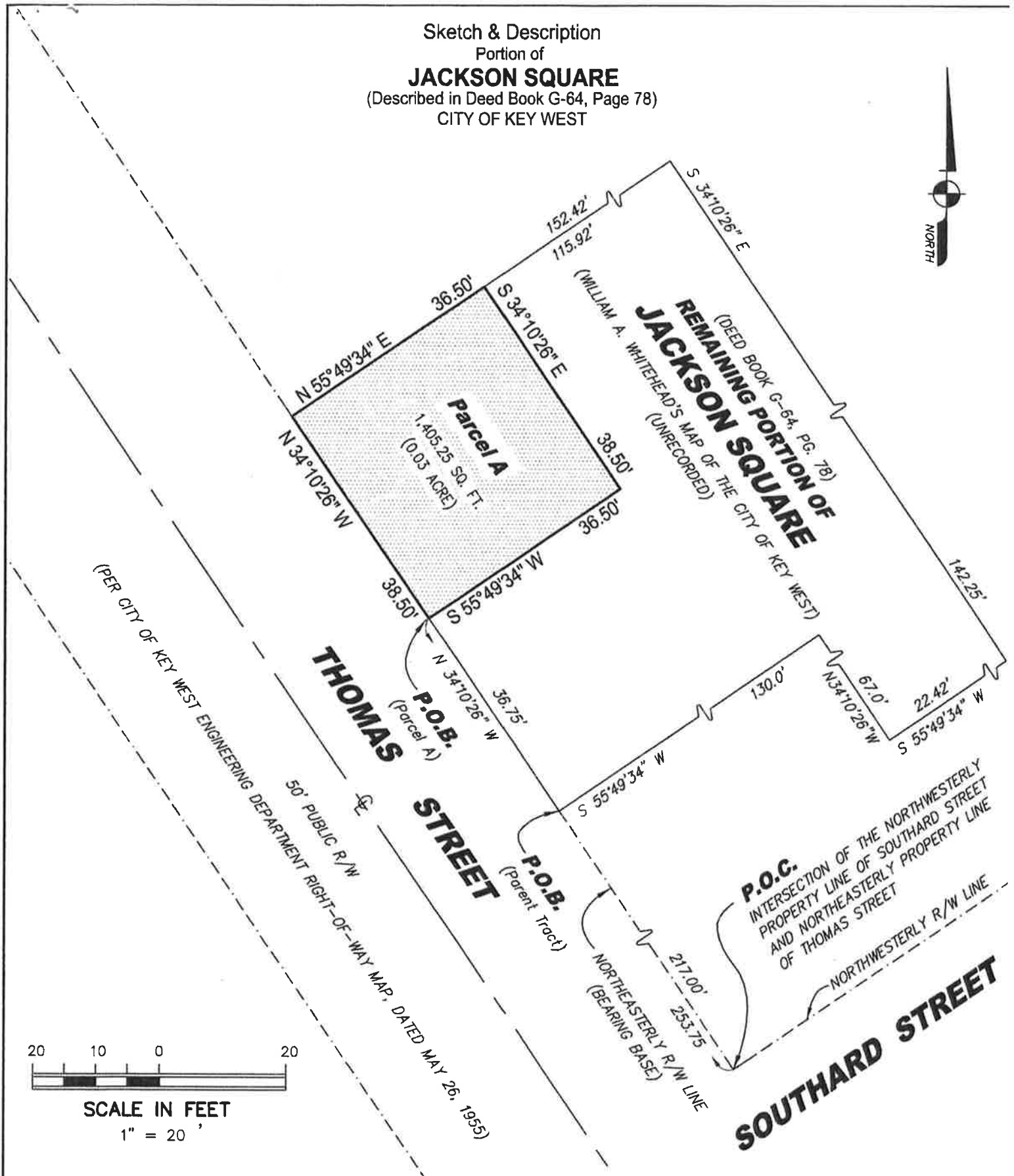
A parcel of land being a portion of the above described lands, within JACKSON SQUARE in the City of Key West, Florida, according to William A. Whitehead's Map of the Island of Key West more particularly described as follows:

COMMENCING at the intersection of the northwesterly property line of Southard Street and the northeasterly property line of Thomas Street, run northwesterly along the northeasterly property line of Thomas Street for a distance of 253.75 feet to the Point of Beginning of the parcel of land hereinafter described; from said Point of Beginning, continue northwesterly along the northeasterly property line of Thomas Street for a distance of 38.50 feet to a point; thence at right angles and northeasterly and parallel with Southard Street for a distance of 36.50 feet to a point; thence at right angles and southeasterly and parallel with Thomas Street for a distance of 38.50 feet to a point; thence at right angles and southwesterly and parallel with Southard Street for a distance of 36.50 feet back to the Point of Beginning.

Said lands lying and situate in the City of Key West, Monroe County, Florida, containing 1,405.25 square feet (0.03 acre), more or less.

REVISIONS		<b>AVIROM &amp; ASSOCIATES, INC.</b> <b>SURVEYING &amp; MAPPING</b> 50 S.W. 2nd AVENUE, SUITE 102 BOCA RATON, FLORIDA 33432 TEL. (561) 392-2594, FAX (561) 394-7125 <a href="http://www.AVIROMSURVEY.com">www.AVIROMSURVEY.com</a> © 2016 AVIROM & ASSOCIATES, INC. all rights reserved. <i>This sketch is the property of AVIROM &amp; ASSOCIATES, INC. and should not be reproduced or copied without written permission.</i>	JOB #:	10128-1
			SCALE:	1" = 20'
			DATE:	08-01-2016
			BY:	K.M.C.
			CHECKED:	K.M.C.
			F.B.	N/A PG. N/A
			SHEET:	2 OF 3

Sketch & Description  
Portion of  
**JACKSON SQUARE**  
(Described in Deed Book G-64, Page 78)  
CITY OF KEY WEST



SCALE IN FEET  
1" = 20'

REVISIONS



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SCALE: 1" = 20'  
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CHECKED: K.M.C.  
F.B. N/A PG. N/A  
SHEET: 3 OF 3