

Application for Development Plan & Conditional Use

City of Key West, Florida • Planning Department

1300 White Street • Key West, Florida 33040 • 305-809-3764 • www.cityofkeywest-fl.gov

Development Plan & Conditional Use Application Fee schedule

(Fees listed include the \$200.00 advertising/noticing fee and the \$100.00 fire review fee)

Development Plan

Minor:

Within Historic District	\$ 3,000.00
Outside Historic District	\$ 2,400.00
Conditional Use	\$ 1,400.00
Extension	\$ 800.00
Major:	\$ 4,000.00
Conditional Use	\$ 1,400.00
Extension	\$ 800.00
Minor Deviation	\$ 800.00
Major Deviation	\$ 1,400.00
Conditional Use (not part of a development plan)	\$ 2,800.00
Extension (not part of a development plan)	\$ 800.00

Applications will not be accepted unless complete

Development Plan

Major X

Minor _____

Conditional Use

Historic District

Yes _____

No _____

Please print or type:

- 1) Site Address: 951 Caroline Street, Key West, FL 33040
- 2) Name of Applicant: Trepanier & Associates, Inc.
- 3) Applicant is:
Property Owner: _____
Authorized Representative: X
(attached Authorization and Verification Forms must be completed)
- 4) Address of Applicant: 1421 First Street, Key West, FL 33040
- 5) Applicant's Phone #: 305-293-8983 Email: Owen@owentrepanier.com
- 6) Email Address: Lauren@owentrepanier.com
- 7) Name of Owner, if different than above: Conch Harbor Retail Center LLC
- 8) Address of Owner: 951 Caroline Street, Key West, FL 33040
- 9) Owner Phone #: 305-923-9438 Email: holidayout@hotmail.com



Application for Development Plan & Conditional Use

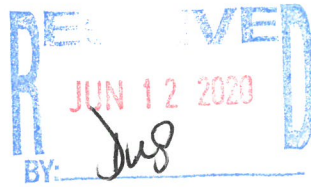
City of Key West, Florida • Planning Department

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- 10) Zoning District of Parcel: HRCC2 RE# 00002970-000000
- 11) Is Subject Property located within the Historic District? Yes X No _____
If Yes: Date of approval 08/28/2013
HARC approval # HC-12-01-1180
OR: Date of meeting 08/15/2012
- 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).
Seek a major modification to the major development plan approved pursuant to Res. No. 12-362 to amend the parking agreement entered into between Conch Harbor.
- 13) Has subject Property received any variance(s)? Yes X No _____
If Yes: Date of approval 11/19/12 Resolution # 2012-52
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.
Easement - attached.
- 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.

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.

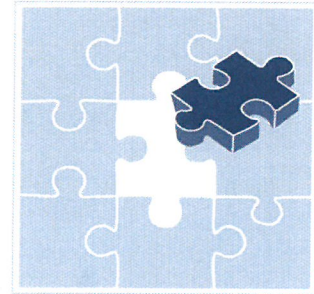
June 12, 2020



Ms. Katie Halloran, Planning Director
City of Key West
1300 White Street
Key West, FL 33040

**RE: Parking Agreement between City of Key West and
Conch Harbor Retail Center, LLC
951 Caroline Street (RE# 00002970-000000)**

TREPANIER



& ASSOCIATES INC

LAND USE PLANNING
DEVELOPMENT CONSULTANTS



Dear Ms. Halloran,

Request:

This is a request for a deviation to a Major Development Plan and Conditional Use approval (Res. No. 99-225¹ as modified by Res. No. 12-362²) to amend the parking agreement entered into on January 24, 2013,³ between the City of Key West and Conch Harbor Retail Center, LLC.

The parking agreement (and Res. No. 12-362) contemplate a follow up study to evaluate the necessity of the additional parking provided for under the agreement. The follow-up study was performed on February 21 & 22, 2020, by KPB Consulting, Inc., and the results show the additional parking is not required.

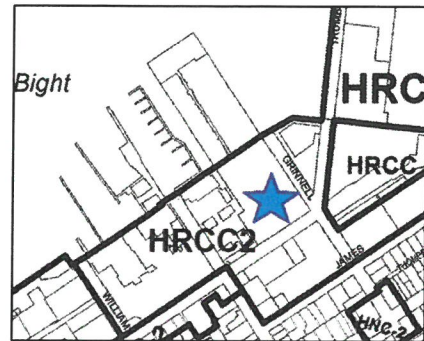
¹ Exhibit A – Resolution No. 99-225

² Exhibit B – Resolution No. 12-362

³ Exhibit C – Parking Agreement – Approved by Res. No. 12-362 (see footnote 2 above)

Location:

951 Caroline Street (also known as Conch Harbor) is a marina facility located in the Key West Bight at the intersection of Caroline Street and Grinnell Street. The Property is zoned Historic Residential Commercial Core - Key West Bight District ("HRCC-2").



Background:

In 1999, the property was granted a Major Development Plan approval to redevelop the property from the old "Toxic Triangle" into Conch Harbor Marina (Res. No. 99-255).

In 2012, the property was granted a Major Modification to the Major Development Plan and variances to build the West Marine (Res. Nos. 2012-51,⁴ 2012-52,⁵ and 12-362⁶). As part of this approval package, the subject parking agreement was included.

The traffic associated with this site has been studied extensively. Three traffic-related studies have been performed; two by Traf Tech Engineering, Inc., and one by KBP Consulting, Inc.

Table 1 – Traffic-Related Studies

Study Date	Surveyor	Field Survey Dates	Purpose
08/17/2012 ⁷	Traf Tech Engineering, Inc.	NA	Calculate potential trip generation of West Marine using ITE
09/17/2012 ⁸	Traf Tech Engineering, Inc.	07/13/2012 – 07/14/2012	Calculate parking demand for community-at-large & site
03/09/2020 ⁹	KBP Consulting, Inc.	02/21/2020 – 02/22/2020	Survey parking used to reevaluate need for parking agreement

The first calculated the forecasted trips to be generated as a result of the proposed redevelopment using the Institute of Transportation Engineers Trip Generation (8th Edition).¹⁰ The second was a parking study which calculated the parking demand for the community-at-large and with respect to locating a West Marine within the area. The third was a parking utilization study performed five years after the opening of the West Marine, in accordance with Res. No. 12-362 and the subject parking agreement, to reevaluate the necessity of the parking agreement as written.

⁴ Exhibit D - Resolution No. 2012-51

⁵ Exhibit E - Resolution No. 2012-52

⁶ See footnote 1 above

⁷ Exhibit F – 2012 August 17, Traf Tech Engineering, Inc., Trip Generation Analysis

⁸ Exhibit G – 2012 September 17, Traf Tech Engineering, Inc., Conch Harbor Marina Parking Study

⁹ Exhibit H – 2020 March 9, KBP Consulting, Inc., West Marine Parking Utilization Study

¹⁰ The trip generation calculations of the 8th Edition used in the 2012 traffic study remain the same in the 10th edition (the most current edition).

This initial traffic study calculated a total of approximately 26 peak hour trips generated by the site (pre-development of West Marine), and a total of approximately 41 peak hour trips generated by the site (post-development of West Marine). The study predicted an increase of 15 peak hour trips (pedestrian, bicycle/scooter, and auto) generated as a result of the West Marine.

The second study, the initial parking study, determined that based on the available parking provided onsite, on-street, and in public and private parking lots there was ample parking available for the proposed redevelopment and the needs of the community-at-large for the KW Bight area. Further, this study surveyed a total of 33 auto spaces utilized at peak hour of the 66 onsite auto spaces.

Following these two traffic studies, City staff suggested Conch Harbor lease spaces from the City for a minimum of 3 years in case the onsite parking proved insufficient. The agreement contemplated re-studying the parking not sooner than 3 years following the agreement to evaluate the need.

Since the approval, the on-site parking has proved sufficient for the operation of the property. West Marine and Conch Harbor have not needed to rely on the spaces at the Park and Ride, therefore, we began working with the planning and the engineering departments toward the end of 2018 to layout a methodology for the follow-up study.

The third study, the most recent parking study, was performed on February 21 & 22 of this year (study attached). determined that no more than seven auto parking spaces are utilized peak hour by both customers and employees. Therefore, based on the auto parking demand of West Marine the available, dedicated 13 spaces is nearly double the necessary number required for West Marine. KBP Consulting, Inc., concluded that:

"During the data collection time period, at no time did the number of West Marine-related vehicles parked in parking spaces designated for West Marine customers and employees exceed seven (7) vehicles. As such, the current parking supply of 13 parking spaces within the areas designated for West Marine operations is considered to be more than adequate to meet the typical peak day and peak season parking demand. Therefore, the reservation and/or utilization of parking spaces within the City's parking garage located across Caroline Street is unwarranted."

Table 2 – Prior Approvals

Approval	Purpose	Status
Res. No. 93-533 ¹¹	City of Key West enters into lease agreement with Utility Board of the City of Key West to build 300 space parking: 50 spaces dedicated to employees of the City Electric System (now Keys Energy) and 250 spaces to be generally used as Park and Ride.	Parking facility built; Active lease expires 12/31/2023

¹¹ Exhibit I – Resolution No. 93-533

Res. No. 95-324 ¹²	Preliminary development agreement to rehabilitate and reconstruct a fueling station onsite, non-exclusive easements for public pedestrian and vehicular and non-vehicular access along the east- and water-sides of the property, and include site in a Key West Bight comparative redevelopment review.	Complete
Res. No. 98-298 ¹³	Parking agreement between Conch Harbor, Inc., and the City of Key West.	Amended by Res. No. 12-362
Res. No. 99-225 ¹⁴	Major development plan constructing retail buildings, restaurant, pool and pool bar, laundry and restroom facility, and parking garage with three conditions – two relating to development of an onsite parking garage, one relating to access to restrooms.	Complete
Res. No. 2012-51 ¹⁵	Major modification to a major development plan approved by Res. No. 99-225 and conditional use to redevelop the property to locate a West Marine onsite. Requires City Commission approve a parking agreement.	Complete
Res. No. 2012-52 ¹⁶	Variance to building coverage, impervious surface ratio, front and street-side setback requirements, and parking requirements. Requires City Commission to approve a parking agreement.	Complete
Parking Agreement 01/24/13 ¹⁷	Approved by Res. No. 2012-52, Conch Harbor enters into parking agreement with City of Key West. Potentially expires 12/31/23.	Active
Res. 12-362 ¹⁸	Major modification to a major development plan approved by Res. No. 99-225 to locate a West Marine onsite. Amends parking agreement approved by Res. No. 98-298 with new parking agreement determining parking requirements and compensation.	Complete & Contemplates reevaluation of parking agreement

In 2012, the City of Key West determined that the proposed redevelopment required 144 auto parking spaces and 38.5 bicycle/scooter parking spaces. Based on the traffic and parking studies, the applicant proposed 74 onsite auto spaces (66 had previously been required), and 123 bicycle spaces. Using bicycle substitution, substituting 21.1 auto spaces, the City determined an auto parking need of 122.9 (123) auto spaces and a remaining auto parking need of 48.9 (49) auto spaces.¹⁹ The subject parking agreement requires Conch Harbor pay \$4,001.82 per month to reserve 49 spaces at the Grinnell Street Park & Ride.²⁰

Currently, 13 auto spaces are specifically devoted to West Marine.

Analysis:

¹² Exhibit J – Resolution No. 95-324

¹³ Exhibit K – Resolution No. 98-298

¹⁴ See footnote 1 above.

¹⁵ See footnote 4 above.

¹⁶ See footnote 5 above.

¹⁷ See footnote 3 above.

¹⁸ See footnote 2 above.

¹⁹ Exhibit L – Conch Harbor Parking Worksheet – drafted by 2012 City of Key West Planning Department and approved by Res. 12-362 as Exhibit B of the Parking Agreement (see footnote 3 above).

²⁰ Exhibit M – City of Key West Invoice to Conch Harbor, dated 05/27/20

In most development approvals, we must base parking demand on the code requirements. In this case, code requirements were determined to dictate 123 auto spaces for the entire property, an actual overestimation of 83 auto spaces, whereby the actual parking demand for the entire property is 40 auto spaces. In the case of West Marine, the predicted parking demand was based on specific traffic and parking demand studies. However, even those specific studies resulted in over estimations of actual parking demand. The 2012 traffic studies calculated the potential increased traffic generated by the then proposed West Marine to be approximately an additional 15 peak hour trips, increasing total traffic to 41 peak hour trips generated by all uses at Conch Harbor. The 2012 traffic studies additionally surveyed the onsite parking demand prior to the development of the West Marine, whereby 33 auto parking spaces were utilized of the 66 available onsite.

Table 3 – Actual Parking Needs

		ITE ²¹	Parking Demand	Onsite Parking	Difference in Parking
Pre-Development of West Marine		26	33 ²²	66	+33
Post-Development	West Marine	15	7 ²³	13	+6
	All Other Uses	26	33 ²⁴	61	+28
	Entire Site	41	40	74	+34

The data of the parking utilization study of 2020 determines the actual auto parking demand of West Marine is seven auto spaces – an excess of six auto spaces onsite designated to West Marine. The pre-West Marine uses of the marina facility remained onsite following the development of the West Marine and have a demand of 33 auto parking spaces – an excess of 28 auto spaces onsite, excluding the parking designated for West Marine. The West Marine and all other uses have an actual demand for 40 auto spaces. This actual demand is fully satisfied by the 74 auto parking spaces provided onsite and creates an excess of 34 auto spaces.

Conclusion:

It is the conclusion of Trepanier & Associates that the current parking agreement between Conch Harbor and the City of Key West be terminated due to its unnecessary nature based on actual parking demand data. The parking agreement was implemented due to the unknown actual parking demand of the then proposed West Marine. Now that West Marine has been in operation for approximately five (5) years, the actual parking demand is quantifiable and the traffic engineer has determined the available onsite parking exceeds the actual demand by nearly 2:1.

²¹ 2012 Trip Generation Calculations; see footnote 6 above.

²² The maximum parking utilized at peak hour surveyed onsite in 2012 and used to establish the parking demand of all onsite uses prior to the development of the West Marine; see footnote 7 above.

²³ The maximum parking utilized at peak hour of the parking spaces designated for West Marine in 2020.

²⁴ All other uses maintain the same parking demand as that of pre-West Marine; see footnote 19 above.

City of Key West
Planning Department



Authorization Form
(Where Owner is a Business Entity)

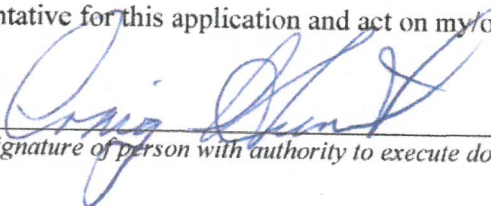
Please complete this form if someone other than the owner is representing the property owner in this matter.

I, Craig Hunt as
Please Print Name of person with authority to execute documents on behalf of entity

Manager of Conch Harbor Marina LLC
Name of office (President, Managing Member) *Name of owner from deed*

authorize Trepanier & Associates, Inc.
Please Print Name of Representative

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


Signature of person with authority to execute documents on behalf on entity owner

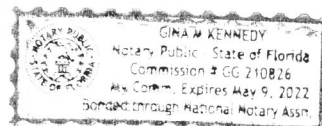
Subscribed and sworn to (or affirmed) before me on this June 1, 2020
Date

by Craig Hunt
Name of person with authority to execute documents on behalf on entity owner

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


Notary's Signature and Seal

Gina M Kennedy
Name of Acknowledger typed, printed or stamped



GG210826
Commission Number, if any

City of Key West
Planning Department



Verification Form
(Where Authorized Representative is an Entity)

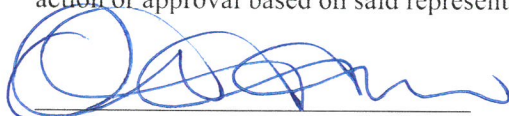
I, Owen Trepanier, in my capacity as President
(print name) (print position; president, managing member)
of Trepanier & Associates, Inc.
(print name of entity serving as Authorized Representative)

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:

951 Caroline Street, Key West, FL 33040

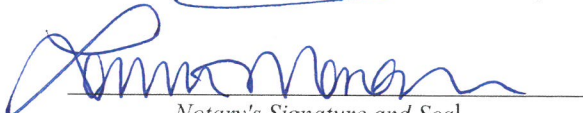
Street Address of subject property

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

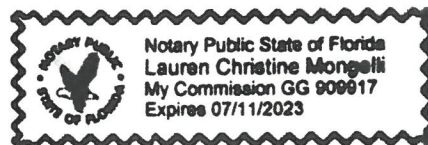

Signature of Authorized Representative

Subscribed and sworn to (or affirmed) before me on this 06/05/2020 by
Owen Trepanier
Name of Authorized Representative date

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


Notary's Signature and Seal

Lauren Mongelli
Name of Acknowledger typed, printed or stamped



GG909917
Commission Number, if any

MONROE COUNTY
OFFICIAL RECORDS

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RCD Feb 27 2004 02:06PM
DANNY L KOLHAGE, CLERK

DEED DOC STAMPS 0.70
02/27/2004 DEP CLK

This instrument was prepared by and
when recorded return to:
Suzanne M. Amaducci, P.A.
Bilzin Sumberg Baena Price & Axelrod LLP
200 South Biscayne Boulevard, Suite 2500
Miami, Florida 33131

(Space Above for Recorder's Use Only)

DECLARATION OF
NON-EXCLUSIVE EASEMENTS

THIS DECLARATION NON-EXCLUSIVE OF EASEMENTS (this "Declaration") is made as of this 21st day of February 2004 by CONCH HARBOR MARINA ASSOCIATES, LTD., a Florida limited partnership ("**Conch Harbor**") having a mailing address of c/o RCI Group, Inc., 300 Alton Road, Suite 303, Miami Beach, Florida 33139.

RECITALS:

A. Conch Harbor is the owner of that certain real property and submerged lands, the legal description of which is attached hereto as **Exhibit "A"** and incorporated herein by reference, and improvements existing thereon consisting of a pier, slips and other improvements (collectively, the "**Condo Property**"). (Conch Harbor and its successors and assigns as the fee owner(s) of the Condo Property, from time to time, shall be collectively referred to herein as the "**Condo Owner**").

B. Conch Harbor is the owner of that certain real property and submerged lands adjacent to the Condo Property and certain improvements existing thereon, the legal description of which is attached hereto as **Exhibit "B"** and incorporated herein by reference (the "**Fueling Facility Property**"). Conch Harbor currently operates a marine fueling facility and pump-out station on the Fueling Facility Property which services the owners, occupants and users of the Condo Property, the Upland Property (as hereafter defined) and other third party users. (Conch Harbor and its successors and assigns as the fee owner(s) of the Fueling Facility Property, from time to time, shall be collectively referred to herein as the "**Fueling Facility Owner**").

C. Conch Harbor is also the owner of that certain real property adjacent to the Condo Property, the legal description of which is attached hereto as **Exhibit "C"** and incorporated herein by reference and improvements existing thereon (collectively, the "**Upland Property**"). The Upland property is currently operated as a retail and restaurant facility. (Conch Harbor and its successors and assigns as the fee owner(s) of the Upland Property, from time to time, shall be collectively referred to herein as the "**Upland Owner**" and the Condo Property, the Fueling Facility Property and the Upland Property are sometimes collectively referred to herein as the "**Property**" or the "**Properties**").

D. Conch Harbor has contracted to sell the Condo Property to RCI Development, Inc. ("**RCI**") who will become the Condo Owner and intends to offer individual condominium units to the public for sale. As a condition to the sale to RCI, RCI has required that Conch Harbor enter into this Declaration to provide the necessary easements for current and future contemplated uses of the Properties. As a condition to the sale RCI has also required that Conch Harbor, on RCI's behalf to subject the Condo Property to a declaration of Condominium (the "**Condominium**") to be recorded in the Public Records of Monroe County, Florida (the "**Public Records**") to facilitate the subdivision of the Properties. The Fueling Facility Owner and the Upland Owner do not contemplate subjecting the Fueling Facility Property or the Upland Property to the Condominium at this time.

E. The Condo Owner, the Fueling Facility Owner and the Upland Owner (collectively, the "**Owners**") desire to grant to and receive from one another certain non-exclusive easements for such purposes as ingress, egress, location of utilities, repair and

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maintenance of improvements and utilities, navigation and other matters, for the efficient, effective and practical use of their respective Properties, pursuant to the terms and conditions more particularly set forth in this Declaration.

NOW, THEREFORE, in consideration of \$10.00 and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor and Grantee hereby agree as follows:

1. Recitals. The above recitals are true and correct and incorporated herein by reference.

2. Grant of Easements by Condo Owner.

(a) Condo Owner hereby grants to the Upland Owner and the Fueling Facility Owner the following easements:

(1) Utilities. A perpetual, non-exclusive blanket easement to use, gain access to, any utility conduits, locations, lines, pipes, facilities and the like, including but not limited to electric, water, pump out stations and lines, and fuel lines and pumps, located from time to time on the Condo Property, and to install any utility conduits, lines, pipes, pumps facilities, equipment and the like necessary to connect utility services (including but not limited to electric, water, pump out stations and lines and fuel lines and pumps) from the Upland Property to the Fueling Facility Property and vice versa (collectively, the "Utility Facilities") such that the Upland Property and the Fueling Facility Property can be used for their respective intended uses or future uses as may be changed from time to time. The Condo Owner expressly acknowledges that Utility Facilities may be located underneath the top surface of any dock or pier on the Condo Property, inside the structure of any dock or pier, and on top of any dock or pier provided the location of the same does not materially and adversely impact the structural integrity of the subject dock or pier. The use of the easements granted in this subparagraph shall not materially and adversely impair the Condo Owner's use of the Utility Facilities and/ or the Condo Property except in the case of an emergency.

(2) Maintenance and Repair. A perpetual, non-exclusive easement for the purpose of maintaining, repairing and replacing existing and installing new Utility Facilities and other improvements on the Condo Property serving the Upland Property and/ or the Fueling Facility Property. The location of this easement is blanket in nature; however neither the Upland Owner's nor the Fueling Facility Owner's use of this easement shall materially impair the Condo Owner's use of the Condo Property except in the case of an emergency.

(3) Navigational Purposes. A perpetual, non-exclusive easement for navigational purposes over, in and through the submerged lands located on the Condo Property. The location of this easement is blanket in nature; however neither the Upland Owner's nor the Fueling Facility Owner's use of this easement shall materially impair the Condo Owner's use of the Condo Property, except in the case of an emergency.

3. Grant of Easements by Upland Owner.

(a) Upland Owner hereby grants to the Fueling Facility Owner the following easements:

(1) Ingress and Egress. A perpetual, non-exclusive easement for pedestrian ingress and egress over all of the paved, bricked or otherwise designated walkways and/or driveways now existing or in the future located on the Upland Property; provided the use of said easement does unreasonably interfere with the use thereof by Upland Owner.

(2) Utilities. A perpetual non-exclusive utility easement across and under those portions of the Upland Property more particularly described on the attached **Exhibit "D"** ("**General Utility Easement Area**") with the limited authority to use, install and co-locate Utility Facilities for use by the Fueling Facility Owner. In addition the Fueling Facility Owner shall have the right to use any life safety equipment, including any fire pump or similar facilities, which may be located in said easement area from time to time. It is the intent of the Upland Owner and agreed to by the Fueling Facility Owner that with respect to the installation of any Utility Facilities in this easement area by the Fueling Facility Owner, such Utility Facilities shall

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only be constructed or installed underground, except where above-ground facilities exist prior to the date of this Declaration or are otherwise expressly consented to in writing by the Upland Owner, which consent may be withheld in the Upland Owner's reasonable discretion.

(3) Fueling Facilities. A perpetual non-exclusive utility easement across, over, under and upon those portions of the Upland Property more particularly described on the attached **Exhibit "E"** ("**Fuel Facilities Easement Area**") with the limited authority to use, install and co-locate fuel lines, pumps, storage tanks and related facilities (collectively, "**Fuel Facilities**") for use by the Fueling Facility Owner. It is the intent of the Upland Owner and agreed to by the Fueling Facility Owner that with respect to the installation of any Fuel Facilities in the easement area by the Fueling Facility Owner, such Fuel Facilities shall only be constructed or installed underground, except where above-ground facilities exist prior to the date of this Declaration or are otherwise expressly consented to in writing by the Upland Owner, which consent may be withheld in the Upland Owner's reasonable discretion.

(4) Maintenance and Repair. A perpetual, non-exclusive easement for the purpose of maintaining and repairing and the Utility Facilities, the Fuel Facilities and other improvements on the Upland Property serving the Fueling Facility Property. The location of this easement is blanket in nature; however the Fueling Facility Owner's use of said easement shall not unreasonably impair the Upland Owner's use of the Upland Property.

(b) Upland Owner hereby grants to the Condo Owner the following easements:

(1) Ingress and Egress. A perpetual, non-exclusive easement for pedestrian ingress and egress over all of the paved, bricked or otherwise designated walkways and/or driveways now existing or in the future located on the Upland Property; provided the use of said easement does unreasonably interfere with the use thereof by Upland Owner

(2) Utility. A perpetual non-exclusive utility easement across and under those portions of the Upland Property more particularly described on the attached **Exhibit "F"** ("**Condo General Utility Easement Area**") with the limited authority to use, install and co-locate Utility Facilities (except for those related to Fuel Facilities and fuel lines) for use by the Condo Owner. In addition the Condo Owner shall have the right to use any life safety equipment, including any fire pump or other facilities, which may be located in said easement area from time to time. It is the intent of the Upland Owner and agreed to by the Condo Owner that with respect to the installation of the Utility Facilities, such Utility Facilities shall only be constructed or installed underground, except where above-ground facilities exist prior to the date of this Declaration or are expressly consented to in writing by the Upland Owner, which consent may be withheld in the Upland Owner's sole and absolute discretion. When installing new Utility Facilities, the Condo Owner shall use commercially reasonable efforts to relocate any above ground Utility Facilities to underground Utility Facilities. Notwithstanding anything to the contrary contained herein, the Condo Owner shall not have the right to install any Fueling Facilities, fuel lines or related facilities in the Condo General Utility Easement Area.

(3) Repair and Maintenance. A perpetual, non-exclusive easement for the purpose of maintaining and repairing and Utility Facilities serving the Condo Property. The location of said easement is blanket in nature; however the Condo Owner's use of said easement shall not unreasonably interfere with the Upland Owner's use and enjoyment of the Upland Property. In the event, the Condo Owner needs to use a portion of the Upland Property for a construction staging area in connection with such maintenance and repair, the Upland Owner and the Condo Owner shall reasonably agree upon the size and location of the same and Condo Owner shall cause the construction staging area to comply with all applicable laws and regulations at all times.

4. Grant of Easements by Fueling Facility Owner.

(a) The Fueling Facility Owner hereby grants the Condo Owner:

(1) Ingress and Egress. A perpetual, non-exclusive easement for pedestrian ingress and egress over all of the docks and piers now existing or in the future located on the Fueling Facility Property, including, but not limited to, the main pier connecting the Upland Property, the Condo Property and the Fueling Facility Property (the "**Main Pier**").

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(2) Utility. A perpetual non-exclusive utility easement in favor of the Condo Owner to locate underneath the top surface of the Main Pier (and not protruding therefrom and not in or under the water or submerged lands) in such other areas as are designated by the Fueling Facility Owner from time to time in the Fueling Facility Owner's reasonable discretion, to use, install and co-locate Utility Facilities. In the event the Main Pier in the Fueling Facility Property is substantially relocated or rebuilt, the Fueling Facility Owner shall have the right to modify the location(s) of the easement granted herein. The intent of this grant of easement is not to be blanket in nature, but to be in a location selected by the Fueling Facility Owner from time to time that does not impair the Fueling Facility Owner's use of the Fueling Facility Property or structural integrity of the Main Pier while at the same time providing a necessary and practical utility easement for the Condo Owner. The existing location of the Utility Facilities meets the requirements of this paragraph.

(3) Improvements Easement. A perpetual, non-exclusive easement for the purpose of locating dock boxes, cleats, power pedestals, and trash cans (collectively, "Necessary Improvements") on the topside of the Main Pier, the initial location of which is more particularly described on the attached Exhibit "G" ("Necessary Improvements Easement Area"). No improvements other than the Necessary Improvements may be installed by the Condo Owner without the prior written consent of the Fueling Facility Owner, which consent may be withheld in the Fueling Facility Owner's reasonable discretion provided such additional improvements are uniform in nature and otherwise keeping with the aesthetics of the Main Pier. The Condo Owner shall have the right to replace existing Necessary Improvements with those of similar or better quality Necessary Improvements upon the prior consent of the Fueling Facility Owner, which consent shall not be unreasonably withheld provided that the replacement Necessary Improvements are in compliance with all applicable laws and regulations and do not negatively impact the aesthetics of the Fueling Facility Property. At no time shall any Necessary Improvements exceed an unsafe live load. In connection with its use of the easement granted herein the Condo Owner shall comply with the rules and regulations for the use of the Fueling Facility Property as implemented by the Fueling Facility Owner from time to time. In addition, the Condo Owner shall be required to provide safe, adequate and commercially reasonable lighting for the Main Pier from dusk to dawn on a daily basis.

(4) Structural Support Easement. A perpetual, non-exclusive blanket type easement benefiting each finger pier now or hereafter existing on the Condo Property that is attached to the Main Pier. This easement shall be in such size and location as reasonably required (but not to exceed ten feet in length per finger pier) to attach each finger pier to and obtain support from the Main Pier provided the use of such easement does not negatively impact: (i) the structural integrity of the Main Pier or other portion of the Fueling Facility Property, or (ii) unreasonably interfere with the rights of the Fueling Facility Owner's and other's use of the Fueling Facility Property for its intended use or any future use selected by the Fueling Facility Owner. The Fueling Facility Owner acknowledges that the existence of the existing finger piers as of the date of this Declaration do not in and of themselves interfere with the use of the Fueling Facility Property for its intended use and/or impact the structural integrity of the Main Pier or other portion of the Fueling Facility Property. In connection with its use of the easement granted herein the Condo Owner shall comply with the rules and regulations for the use of the Fueling Facility Property as implemented by the Fueling Facility Owner from time to time and shall not place any structurally unsafe live load on any finger pier.

(5) Navigational Purposes. A perpetual, non-exclusive easement for navigational purposes over, in and through the submerged lands comprising the Fueling Facility Property that is necessary in order to provide ingress and egress from the Condo Property through the Fueling Facility to governmentally owned submerged lands and vice versa, provided such navigation by the Condo Owner does not unreasonably interfere with the rights of other to use the same for navigational purposes or interfere with the use of the Fueling Facility Property for fueling or pump-out purposes.

(6) Repair and Maintenance. A perpetual, non-exclusive easement for the purpose of maintaining and repairing and Utility Facilities serving the Condo Property; however the easement area granted herein shall not be used for construction staging purposes (i.e. the storage of equipment and/or materials before, during or after construction). The location of this easement is blanket in nature; however the Condo Owner's use of said easement shall not unreasonably interfere with the Fueling Facility Owner's use and enjoyment of the Fueling

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Facility Property. In the event the Condo Owner needs to use a portion of the Fueling Facility Property for a construction staging area in connection with such maintenance and repair the Fueling Facility Owner and the Condo Owner shall mutually agree upon the size and location of such area; however due to the nature of the Fueling Facility Property, the Fueling Facility Owner may not be able to accommodate the Condo Owner's needs for such staging area because of safety issues or inability to comply with applicable legal requirements. Condo Owner shall cause any construction staging area to comply with all applicable laws and regulations at all times.

(b) The Fueling Facility Owner hereby grants to the Upland Owner the following easements:

(1) Ingress and Egress. A perpetual, non-exclusive easement for pedestrian ingress and egress over all of the piers now existing or in the future located on the Fueling Facility Property.

(2) Utility Easement. A perpetual non-exclusive utility easement in favor of the Upland Owner to locate underneath the top surface of the Main Pier or inside the Main Pier (but not in or under the water or submerged lands) in such areas as are designated by the Fueling Facility Owner from time to time in the Fueling Facility Owner's sole discretion, to use, install and co-locate Utility Facilities. In the event the Main Pier in the Fueling Facility Property is substantially relocated or rebuilt, the Fueling Facility Owner shall have the right to modify the location of the easement granted herein. The intent of this grant of easement is not to be blanket in nature, but to be in location(s) selected by the Fueling Facility Owner from time to time that does not impair the Fueling Facility Owner's use of the Fueling Facility Property or structural integrity of the Main Pier while at the same time providing a necessary and practical utility easement for the Upland Owner.

(3) Navigational Purposes. A perpetual, non-exclusive easement for navigational purposes over, in and through that portion of the submerged lands located on the Fueling Facility Property in order to gain access from the Fueling Facility Property to governmental owned submerged lands and vice versa, provided such navigation by the Upland Owner does not unreasonably interfere with the rights of other to use the same for navigational purposes or for the use of the Fueling Facilities Property for fueling or pump-out purposes.

All the easements granted in Sections 2, 3 and 4 are sometimes collectively referred to herein as the "**Easements**" and the locations of all of said easements are sometimes collectively referred to herein as the "**Easement Areas**."

5. Use by Others. Each of the Owners reserves unto itself as to the Property owned by it, the right and privilege to use, occupy and make improvements in said Property and to grant to others the right to use, occupy and make improvements in those portions of the Easement Areas located on their respective Property. Any Easements granted herein shall be usable by the particular Owner to whom it was granted, and said Owner's, tenants, customers, licensees, invitees, employees and agents. It is expressly understood that owners of condominium units in the Condo Property shall have the benefit of the easements granted herein, however the use maintenance, management and overall decision making with respect to the easements granted herein shall be through the Conch Harbor Marina Condominium Association, Inc., or such successor Condominium Association for the Condominium (the "**Association**"). The Association shall be responsible for the enforcement of the terms and conditions of this Agreement by the Condo Owner and the levy and collection of any assessments under the Declaration of Condominium such that and fees or sums due any other party hereunder shall be timely paid. The Association shall advance any required funds of the Condo Owner such that the sums due Fueling Facility Owner and the Upland Owner are timely paid.

6. Maintenance and Repair.

(a) Primary Responsibility for Easement Areas. Each Owner shall have primary responsibility at its own cost and expense for maintaining and repairing those portions of the Easement Area(s) located on the Property owned by it. The need to repair and maintain the Easement Area(s) shall be reasonably determined by the Owner of such Easement Area(s) and shall be consistent with other first class marinas and/or commercial properties in the Miami-Dade and Monroe County, Florida area, and in accordance with all applicable laws and

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governmental rules and regulations. Any Utility Facilities or other improvements installed in an Easement Area shall be maintained by the Owner who installed said Utility Facilities and/ or improvements.

(b) **Main Pier.** The parties acknowledge that the Main Pier is an integral part of the orderly access to and use of the Condo Property. As such the Condo Owner shall pay to the Fueling Facility Owner 50% of the repair, maintenance and replacements costs of the Main Pier and 30% of the ad valorem taxes, assessments and insurance premiums for the Main Pier on an annual basis within 30 days after receipt of written demand and an itemized invoice for the same from the Fueling Facility Owner. The Fueling Facility Owner shall be required to carry full replacement cost insurance for the piers located on the Fueling Facility property to the extent commercially practical. Notwithstanding anything contained in this Section 6 or Sections 7 or 8 to the contrary, the Fueling Facility Owner shall be solely responsible for maintaining, repairing and replacing the improvements located within the Fueling Facility Property and shall be required to do so in accordance with customary practices of a first class marinas in Miami-Dade or Monroe County, Florida. In the event the Main Pier is damaged or destroyed due to a casualty, the Fueling Facility Owner shall be obligated to promptly restore the Main Pier.

7. **Failure to Maintain and/or Repair.**

(a) **Notice.** In the event that any Owner (the "**Citing Owner**") determines that another Owner ("**Non-Complying Owner**") is not reasonably repairing or maintaining a particular Easement Area, Utility Facilities or other improvements in accordance with the requirements of this Declaration, the Citing Owner shall notify the Non-Complying Owner in writing (each, a "**Maintenance Notice**"). In the event the Non-complying Owner does not cause such maintenance and/or repairs to be completed within thirty (30) days after the date of any Maintenance Notice, then the Citing Owner may cause or commence to cause such maintenance and/or repairs to be made to the Easement Area. If the repair or maintenance is of an emergency nature, the Citing Owner may make such immediate repairs as are necessary to reasonably contain the situation upon Notice to the Non-Complying Owner prior to the expiration of said 30 day period. If any such matter is of a nature that it cannot reasonably be cured within thirty (30) days, Non-Complying Owner must commence to cure such matter within thirty (30) days of the Maintenance Notice and diligently continue thereafter to cure such matter as soon as reasonably possible.

(b) **Costs.** All reasonable costs and expenses incurred by the Citing Owner for said maintenance or repair shall be reimbursed by the Non-Complying Owner within fifteen (15) days after written demand therefor from the Citing Owner, together with interest thereon at the rate of eighteen percent (18%) per annum from the date said expense was paid by the Citing Owner. Such demand for payment shall include reasonable documentation supporting the expenses incurred by the Citing Owner. If a dispute arises as to the need for, or amount due to the Citing Owner for, repairs or maintenance or the placement of liability insurance undertaken by the Citing Owner in accordance with this Declaration and such dispute is not resolved within sixty (60) days after the date that Citing Owner makes the original written demand for payment, the Non-Complying Owner shall pay the undisputed amount together with interest thereon at the rate of eighteen percent (18%) per annum, and the Citing Owner shall have the right to bring an action at law to recover a money judgment or to foreclose its lien provided for in Section 8 below. No remedy hereunder shall be exclusive of any other remedy available hereunder or pursuant to Florida law in order that the Citing Owner may full recover any amounts expended by it pursuant to this Section.

8. **Liens.** If the Non-Complying Owner does not make the payments required by Section 7 above within the sixty (60) days from the Citing Owner's initial written demand therefor, then the Citing Owner shall have the right to record a claim of lien upon Non-Complying Owner's Parcel, which lien may be for all reasonable and necessary costs and expenses of any cure undertaken by Citing Owner in accordance with any Maintenance Notice, interest accrued thereupon and reasonable attorneys' fees and costs associated therewith. The lien shall be effective upon the recording of a claim of lien in the Public Records which claim of lien shall state all amounts due and owing to the Citing Owner. The lien shall continue from the date of recording until payment to the Citing Owner of the amount set forth in the lien (at which time Citing Owner shall record a satisfaction of such lien), which lien shall be foreclosable in accordance with Florida law.

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9. Construction.

(a) **Plans & Specs.** Prior to the construction in any Easement Area by a party other than the Owner ("**Constructing Owner**"), the Constructing Owner shall first provide the Owner of the Easement Area with a set of plans and specifications detailing the work to be performed and the improvements to be made in the Easement Area for the Owner's reasonable review and approval. In the event the Owner fails to provide written comment to the plans and specifications within 20 days after its receipt of the plans and specifications, the plans and specifications shall be deemed approved. If the Owner objects to the submitted plans and specifications, the plan and specifications shall be modified to comply with the Owner's request and resubmitted to the Owner. This process shall continue until the Owner approves the plans and specifications.

(b) **Work.** Any Owner performing any work on any Easement Area shall diligently, and in a manner that minimizes disruption of and inconvenience to the Owner of the Easement Area and the occupants of the adjacent properties, complete the same. After the approved work in the Easement Area is completed, the Constructing Owner shall restore the Easement Area and surrounding area to its pre-existing condition before the work was performed. All work performed hereunder shall be performed in accordance with all applicable laws and regulations, including the obligation to obtain necessary permits and governmental approvals. All work shall be performed by Florida licensed and insured contractors and shall be completed in a lien free condition.

10. Insurance. Each Owner shall maintain general liability insurance insuring against death or bodily injury occurring on its Property in an amount no less than 1,000,000, and increased by at least 15% every 3 years to the extent such increase is commercially reasonable. Each Owner shall maintain special insurance form all risk property insurance in an amount no less than 1,000,000; however at all times the Fueling Facility Owner shall maintain full replacement cost insurance for the Main Pier. If the Condo Property is subject to condominium form of ownership, the condominium association of the Condo Property shall maintain the insurance required hereunder for the benefit of such owners and name the Fueling Facility Owner and/or the Upland Owner, as applicable as additional insureds. Upon written demand the applicable Owners shall provide the requesting Owner with copies of said insurance certificates.

11. AS IS. Each Owner is granting and accepting each respective Easement Area in its "AS IS" and "WHERE IS" condition with all faults, and no Owner makes any representation or warranty, express, implied or by operation of law, of any kind or nature whatsoever, as to the condition or fitness for a particular purpose of any Easement Area. No Owner shall have any liability or responsibility to any other Owner or any agent, representative, employee, lessee, tenant, independent contractor or subcontractor or invitee of, or any person or entity doing business with, said Owner who may utilize any Easement Area for ingress, egress, repair, maintenance, navigation, or otherwise. To the fullest extent permitted by law, each Owner ("**Indemnifying Owner**") shall, at its sole cost and expense, indemnify, defend, and hold harmless the other Owner ("**Indemnified Owner**") from and against all claims, actions, judgments, costs, liabilities, penalties, damages, losses and expenses, including, but not limited to, attorneys' fees at the trial level and in any appellate, administrative, or bankruptcy proceeding, arising from, out of, or in connection with, directly or indirectly, the use, maintenance and operation by any Indemnifying Owner, or any agent, representative, lessee, tenant, employee, contractor or subcontractor or invitee of said Indemnifying Owner of the Easement Area, including, but not limited to, any bodily injury, sickness, disease or death, or to injury to, loss or destruction of tangible property including loss of use (collectively, "**Claims**"), unless such Claims are caused by the gross negligence of the Indemnified Owner.

12. No Third Party Rights. This Declaration shall not establish any rights in or for the benefit of the general public, except for emergency vehicles. The exercise of the rights and privileges granted hereby shall be exercised in a manner which does not unreasonably interfere with the use, operation, business or occupation of any Owner's Property. The rights of the Condo Owner shall extend to any owners of a portion of the Condo Property; however, the management, administration and enforcement of this Agreement shall be performed by the Association only and not the individual Condominium owners. The Upland Owner and the Fueling Facility Owner expressly relied upon the foregoing sentence in entering into this Agreement.

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13. Run with the Land. All Easements granted herein shall be appurtenant to benefiting Owner's Property and shall run with the land and create an equitable servitude on the Owner's Property granting such easement and be binding upon said granting Owner and benefit the other Owners and their respective Property, and shall bind every person having any fee, leasehold or other interest therein, and shall inure to the benefit of the Owner of said Property and its successors, assigns, heirs, personal representatives, customers, invitees, employees and tenants.

14. Law/Venue. This Declaration shall be governed by and construed in accordance with the laws of the State of Florida. The venue for any legal or administrative proceedings regarding this Declaration shall be exclusively in Monroe County, Florida.

15. Cumulative Remedies; Specific Performance. Remedies provided to the parties by this Declaration, at law, and in equity are cumulative. No remedy shall be exclusive of any other remedies. A party's exercise of any particular remedy shall not preclude that party from exercising one or more additional or alternative remedies. Without limiting the foregoing, the parties expressly acknowledge the remedy of specific performance is an appropriate remedy under this Easement Agreement, and may be exercised in the event of a party's default.

16. Waiver. No waiver of any provision hereof shall be effective unless executed in writing by the party claimed to have made the waiver. No waiver of a provision hereof shall constitute a continuing waiver. A party's forbearance to enforce any available rights or to exercise any available remedy, or to insist upon strict compliance herewith, shall not be deemed a waiver or forfeiture of such rights, remedies or strict compliance. A party's acceptance of any late or inadequate performance, shall not constitute a waiver or forfeiture of that party's right to treat such performance as an event of default or to require timely and adequate performance in the future. Any party may at any time insist on strict compliance with the terms, obligations, covenants, conditions, and requirements of this Declaration, notwithstanding any custom, practice, or course of dealing between or among the parties to the contrary.

17. Severability. If any provision of this Declaration, the deletion of which would not adversely affect a party's enjoyment of any material benefit intended by nor substantially increase the burden of either party under this Declaration, is found to be invalid or unenforceable, that provision will be severed from this Declaration and the remainder of this Declaration will continue to be binding and enforceable.

18. Notices. "Notice" means any notice, demand, request, election, decision, or other communication or document to be provided under this Declaration to a party to this Declaration. The Notice shall be in writing and shall be given to the party at its address or telecopy number set forth below or such other address or telecopy number as the party may later specify for that purpose by notice to the other parties. Each Notice shall, for all purposes, be deemed given and received:

(a) If hand delivered to a party against receipted copy, when the copy of the Notice is receipted;

(b) If given by a nationally recognized and reputable overnight delivery service, the day on which the Notice is actually received by the party; or

(c) If given by any other means or if given by certified mail, return receipt requested, postage prepaid, two (2) business days after it is posted with the United States Postal Service, at the address of the party specified below:

(1) Condo Owner: RCI Development, Inc., 951 Caroline Street, Key West, Florida 33040; Attn: Dock Master.

(2) Fueling Facility Owner: Conch Harbor Marina Associates, Ltd., c/o RCI Group, Inc., 300 Alton Road, Suite 303, Miami Beach, Florida 33139, with a copy to Conch Harbor Marina, 951 Caroline Street, Key West, Florida, 33040; Attn: Dock Master.

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(3) Upland Owner: Conch Harbor Marina Associates, Ltd., c/o RCI Group, Inc., 300 Alton Road, Suite 303, Miami Beach, Florida 33139 with a copy to Conch Harbor Marina, 951 Caroline Street, Key West, Florida 33040; Attn: Dock Master.

(d) If any Notice is sent by telecopy, the transmitting party may as a courtesy send a duplicate copy of the Notice to the other party by regular mail. In all events, however, any Notice sent by telecopy transmission shall govern all matters dealing with delivery of the Notice, including the date on which the Notice is deemed to have been received by the other party. The party transmitting a Notice via telecopy shall retain the printed confirmation of receipt and shall be deemed to have provided no Notice if that party cannot produce the confirmation of receipt when asked to do so.

(e) The provisions above governing the date on which a Notice is deemed to have been received by a party to this Declaration shall mean and refer to the date on which a party to this Declaration, and not its counsel or other recipient to which a copy of the Notice may be sent, is deemed to have received the Notice.

(f) If Notice is tendered under the provisions of this Declaration and is refused by the intended recipient of the Notice, the Notice shall nonetheless be considered to have been given and shall be effective as of the date provided in this Declaration. The contrary notwithstanding, any Notice given to a party in a manner other than that provided in this Declaration, that is actually received by intended recipient, shall be effective with respect to the recipient on receipt of the Notice.

19. Attorney's Fees. If any Owner initiates or is made a party to legal proceedings (whether judicial, administrative, declaratory, in arbitration, or otherwise) in connection with this Declaration then the non-prevailing party in those proceedings will pay the costs and attorney's fees, including the costs and attorney's fees of appellate proceedings, incurred by the prevailing party. This obligation to pay attorney's fees and costs will apply also to settlements of disputes and to collection efforts.

20. Persons Bound. If either party consists of more than one person or entity, all such persons and entities will be jointly and severally liable under this Declaration. This Declaration shall be binding upon and shall inure to the benefit of the parties and their respective successors-in-interest. This Declaration is for the benefit only of the parties or their successors-in-interest. No other person shall be entitled to rely hereon, receive any benefit herefrom or, enforce any provision of this Declaration against any party.

21. Entire Agreement. This Easement Agreement embodies the entire understanding of the parties, and all negotiations, representations, warranties, and agreements made between the parties are merged herein. The making, execution and delivery of this Declaration by both parties has been induced by no representations, statements, warranties or agreements that are not expressed herein. There are no further or other agreements or understandings, written or oral, in effect between the parties relating to the subject matter hereof. This Declaration may not be amended or modified except by written agreement of all parties.

22. Construction. Whenever the context permits, or requires the use of the singular in this Declaration shall include the plural, and the plural shall include the singular. Any reference herein to one gender shall likewise apply to the other gender and to the neuter; and any reference herein to the neuter shall refer likewise to one or both genders. Any reference herein to a person shall include trusts, partnerships, corporations, and any other entity, as appropriate.

23. Force Majeure. If the performance required of either party under this Declaration is delayed by act of God, civil commotion, governmental or sovereign conduct (including but not limited to delays in the issuance of permits or approvals), strikes, lock-outs, labor trouble, restrictive laws or regulations, the conduct of any person not a party hereto, or any other cause without fault to and beyond the control of the obligated party (financial inability excepted), then that party shall be excused from such performance for the period of time that is reasonably necessary to remedy the effects of the occurrence causing the delay. Nothing in this provision shall be construed as relieving a party from any obligation hereunder timely to make a payment of any charge or other monetary obligation.

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24. Relation of Parties. The parties are not partners, joint venturers, principal and agent, co-shareholders or similarly related; and no provision of this Declaration shall be construed to create any such relationship between the parties. Neither party shall have authority to bind or otherwise act on behalf of the other party. This Declaration shall not be construed to make either party the fiduciary of the other.

25. Mandatory & Permissive Words. For purposes of this Declaration, "will" or "shall" is a mandatory word denoting an obligation to pay or perform. "May" is a permissive word denoting an option, right, or choice, but not an obligation.

26. Fair and Usual Meaning. The language used in this Declaration will be construed according to the fair and usual meaning of the language, and will not be strictly construed for or against either party.

27. Waiver of Jury Trial. THE PARTIES HERETO HEREBY MUTUALLY, KNOWINGLY, VOLUNTARILY AND INTENTIONALLY, WAIVE ANY RESPECTIVE RIGHTS THEY MAY HAVE TO A TRIAL BY JURY WITH RESPECT TO ANY LITIGATION BASED OUT OF, UNDER, OR IN CONNECTION HERewith, OR ANY DECLARATION CONTEMPLATED TO BE EXECUTED IN CONNECTION THEREWITH, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF ANY PARTY WITH RESPECT HERETO OR THERETO, WHETHER ARISE IN CONTRACT, TORT OR OTHERWISE. FURTHERMORE, NEITHER PARTY SHALL SEEK TO CONSOLIDATE ANY ACTION IN WHICH A JURY TRIAL HAS BEEN WAIVED WITH ANY ACTION IN WHICH A JURY TRIAL CANNOT OR HAS NOT BEEN WAIVED. THIS WAIVER IS A MATERIAL INDUCEMENT FOR THE PARTIES TO PROVIDE THE EASEMENTS GRANTED HEREIN.

28. Recording. Upon complete execution hereof, this Declaration shall be recorded in the Public Records.

IN WITNESS WHEREOF, the Owners have affixed their hand and seal as of the day and year first written above.

CONCH HARBOR MARINA ASSOCIATES, LTD., a Florida limited partnership

Witness:

Print Name: _____

By: Conch Harbor Marina, Inc., a Florida corporation

Witness: _____

Print Name: Shawn Amaducci

By: _____

Robert W. Christoph President

STATE OF FLORIDA)

) SS:

COUNTY OF MIAMI -DADE)

The foregoing instrument was acknowledged before me this 21st day of February 2004, by Robert W. Christoph, as President of Conch Harbor Marina, Inc., a Florida corporation, the general partner of Conch Harbor Marina Associates, Ltd., a Florida limited partnership, on behalf of said corporation and limited partnership. He is personally known to me or has produced a State of Florida driver's license as identification.

Sign Name: _____

Print Name: _____

NOTARY PUBLIC

My Commission Expires: _____

Serial No. (none, if blank): _____

[NOTARY SEAL]



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JOINDER BY ASSOCIATION

Upon recordation of the Declaration of Condominium for Conch Harbor Marina, a Condominium, the undersigned agrees to be bound by the terms and provision of this Agreement, including but not limited to Section 5.

CONCH HARBOR MARINA CONDOMINIUM ASSOCIATION, INC., a Florida not-for-profit corporation

By: _____

Robert W. Christoph, President

STATE OF FLORIDA)
) SS:
COUNTY OF MIAMI -DADE)

The foregoing instrument was acknowledged before me this 2nd day of February, 2004, by Robert W. Christoph, as President of Conch Harbor Marina Condominium Association, Inc., a Florida not-for-profit corporation, on behalf of said corporation. He is personally known to me or has produced a State of Florida driver's license as identification.

Sign Name: _____

Print Name: _____

NOTARY PUBLIC

Serial No. (none, if blank): _____

My Commission Expires:



FILE #1427870
BK#1978 PG#1881**JOINDER AND CONSENT**

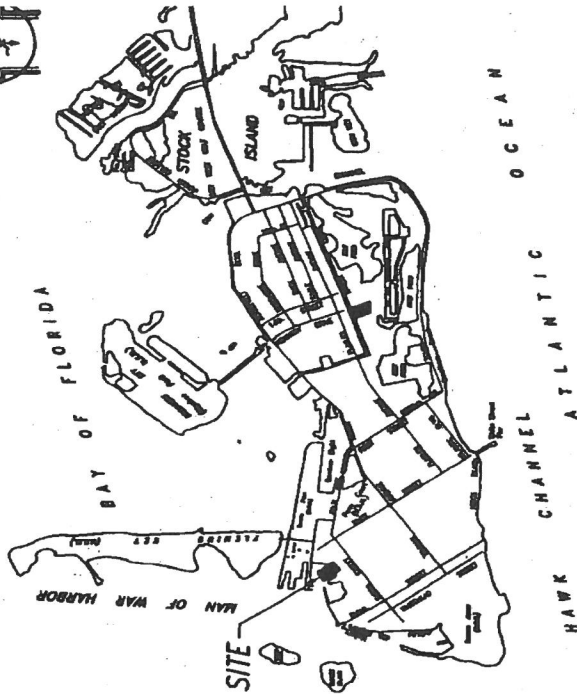
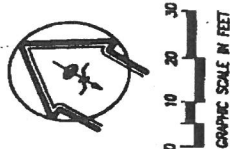
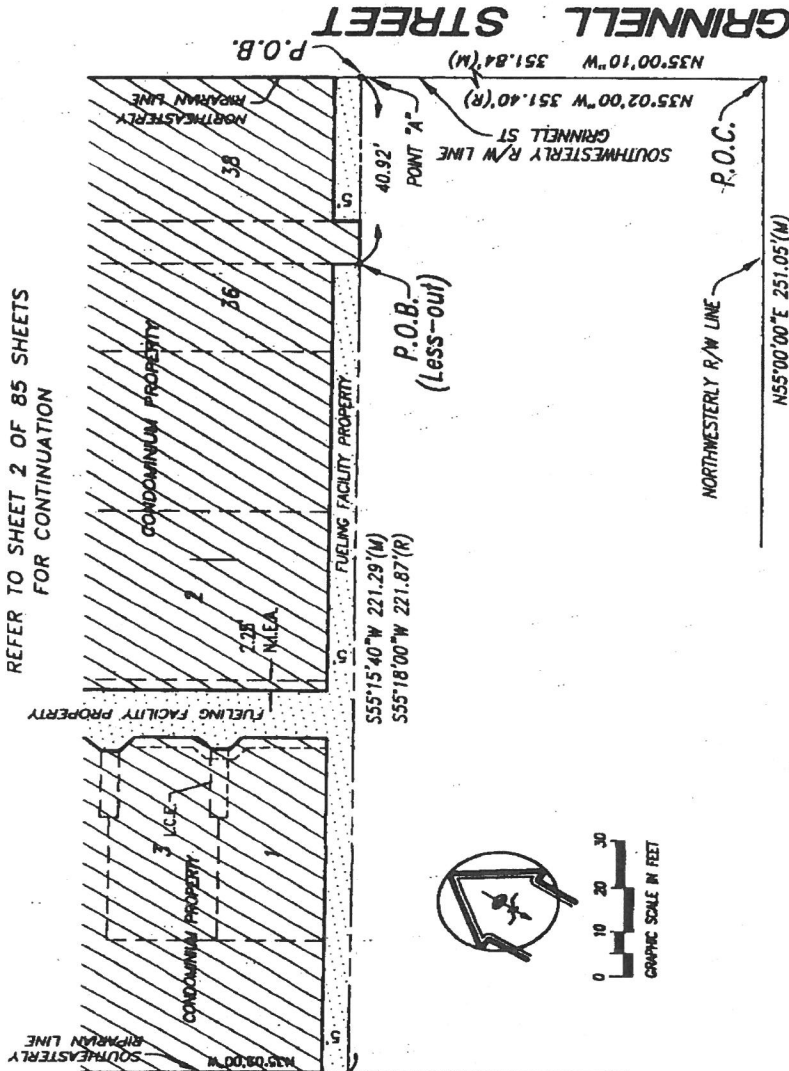
The undersigned being the current owner and holder of those certain Mortgages and related loan documents (collectively, "Loan Documents") given by Conch Harbor Marina Associates, Ltd., as Borrower, in favor of TIB Bank of the Keys, as Lender, which mortgages were recorded in (i) Official Records Book 1560 at Page 62, as modified by Receipt of Advance recorded in Official Records Book 1598, Page 419, as modified by Modification of Mortgage recorded in Official Records Book 1615, Page 202, as further affected by Limitation of Right of Future Advances recorded in Official Records Book 1754, Page 2435 and (ii) in Official Records Book 1788 at Page 18, as affected by Receipt of Future Advance recorded in Official Records Book 1738, Page 39 and Official Records Book 1765, Page 2430 all recorded in the Public Records of Monroe County, Florida, which Loan Documents may be amended, assigned, assumed, assigned and/or extended hereby: (i) consents to the easements granted in the foregoing document and (ii) subordinates all of its right, title and interest in and to all Loan Documents and the subject Property to said easements.

TIB BANK OF THE KEYS

By: Name: PAUL ROTH AUSTitle: SENIOR VICE PRESIDENT

CONCH HARBOR MARINA, A CONDOMINIUM

REFER TO SHEET 2 OF 85 SHEETS
FOR CONTINUATION



LOCATION MAP
CITY OF KEY WEST & STOCK ISLAND
N.T.S.

LEGEND:
P.O.B. - DENOTES POINT OF BEGINNING
P.O.C. - DENOTES POINT OF COMMENCEMENT
L.C.E. - DENOTES LIMITED COMMON ELEMENT
(M) - DENOTES MEASURED
(R) - DENOTES RECORD
N.E.A. - DENOTES NECESSARY IMPROVEMENTS EASEMENT AREA

FILE #1427870
BK#1978 PG#1882

SKETCH TO ACCOMPANY
LEGAL DESCRIPTION
CONDOMINIUM PROPERTY

PREPARED BY
SCHWEPKE-SHISKIN & ASSOCIATES, INC.
LAND PLANNERS, ENGINEERS, ARCHITECTS
3240 CORPORATE WAY, MIRAMAR, FLORIDA 33003
PROFESSIONAL BUSINESS LICENSE NO. 13-47
APRIL 03, 2003 ORDER NO. 187945

EXHIBIT A
194

CONCH HARBOR MARINA, A CONDOMINIUM

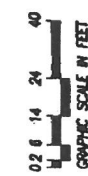
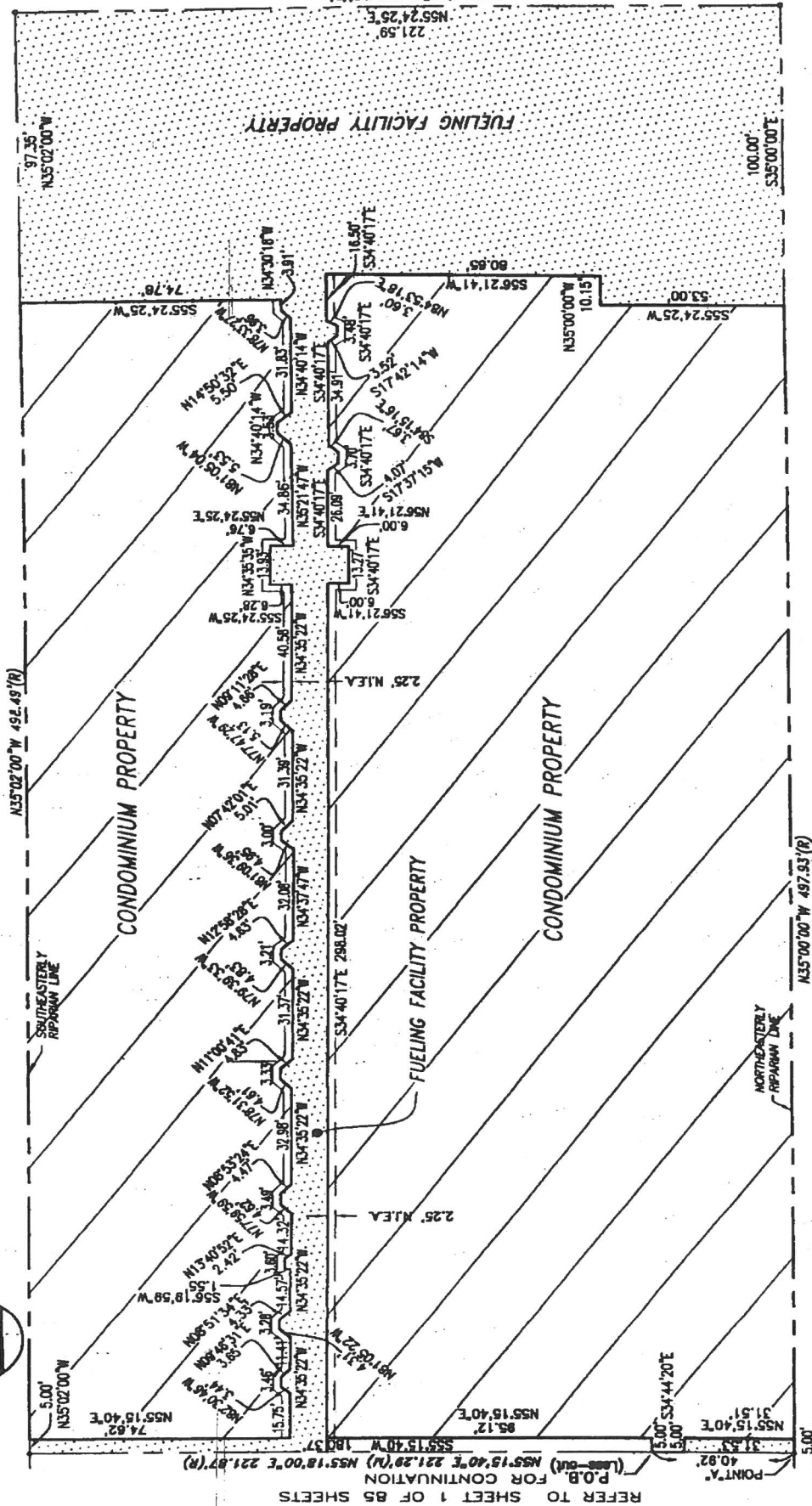


EXHIBIT A
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FILE # 1427870
BK # 1978 PG # 1883

PREPARED BY
SCHWEBKE-SHISKIN & ASSOCIATES, INC.
LAND PLANNERS ENGINEERS LAND SURVEYORS
3240 CORPORATE WAY MIAMI, FLORIDA 33025
PROFESSIONAL BUSINESS LICENSE No. LP-87
APRIL 03, 2003 ORDER No. 187945

SKETCH TO ACCOMPANY
LEGAL DESCRIPTION
CONDOMINIUM PROPERTY

CONCH HARBOR MARINA, A CONDOMINIUM

LEGAL DESCRIPTION:

A parcel of submerged land lying in Section 31, Township 68 South, Range 25 East, Island of Key West, Monroe County, Florida and being more particularly described as follows:

Commencing at the intersection of the Southwesterly right-of-way line of Grinnell Street and the Northwesterly right-of-way line of Caroline Street; thence N 35°00'00" W, along the said Southwesterly right-of-way line Grinnell Street for 351.85 feet to the outside face of a concrete seawall, and the Key West Right to the Point of Beginning; thence continue N 35°00'00" W, along the Northwesterly riparian line, for 497.93 feet; thence S 55°24'25" W, along a line 50 feet Northwesterly of and parallel with a dock, for 221.53 feet; thence S 35°02'00" E, along the Southwesterly riparian line, for 498.49 feet to the said concrete seawall; thence N 55°15'42" E, along the said outside face of a concrete seawall, for 221.24 feet to the Point of Beginning.

LESS THE FOLLOWING DESCRIBED PARCEL:

A parcel of submerged land lying in Section 31, Township 68 South, Range 25 East, ISLAND OF KEY WEST, Monroe County, Florida and being more particularly described as follows: Commence at the intersection formed by the Northwesterly Right-of-Way line of Caroline Street and the Southwesterly Right-of-Way line of Grinnell Street; thence North 35 degrees 00 minutes 10 seconds West, along the said Southwesterly line of Grinnell Street, for 351.84 feet to a point hereinafter known as Point "A"; thence South 55 degrees 15 minutes 40 seconds West for 40.92 feet; thence continue South 55 degrees 15 minutes 40 seconds West for 180.37 feet; thence North 35 degrees 02 minutes 00 seconds West for 5.00 feet; thence North 55 degrees 15 minutes 40 seconds East for 74.62 feet; thence North 34 degrees 35 minutes 22 seconds West for 15.75 feet; thence North 82 degrees 30 minutes 46 seconds West for 3.44 feet; thence North 34 degrees 35 minutes 22 seconds West for 3.65 feet; thence North 34 degrees 35 minutes 22 seconds East for 3.65 feet; thence North 34 degrees 35 minutes 22 seconds West for 11.41 feet; thence North 81 degrees 05 minutes 22 seconds West for 4.31 feet; thence North 34 degrees 35 minutes 22 seconds East for 14.57 feet; thence South 56 degrees 19 minutes 59 seconds West for 1.55 feet; thence North 34 degrees 35 minutes 22 seconds West for 4.33 feet; thence North 34 degrees 35 minutes 22 seconds East for 3.60 feet; thence North 13 degrees 40 minutes 52 seconds East for 2.42 feet; thence North 34 degrees 35 minutes 22 seconds West for 3.49 feet; thence North 08 degrees 53 minutes 24 seconds East for 4.47 feet; thence North 34 degrees 35 minutes 22 seconds West for 32.98 feet; thence North 78 degrees 31 minutes 52 seconds West for 4.61 feet; thence North 34 degrees 35 minutes 22 seconds West for 3.33 feet; thence North 11 degrees 00 minutes 41 seconds East for 4.83 feet; thence North 34 degrees 35 minutes 22 seconds West for 31.37 feet; thence North 79 degrees 39 minutes 33 seconds West for 4.83 feet;

FILE # 1427870
BK # 1970 PG # 1884

PREPARED BY
SCHWEBKE-SHISKIN & ASSOCIATES, INC.
LAND PLANNERS ENGINEERS LAND SURVEYORS
3240 CORPORATE WAY MIRAMAR, FLORIDA, 33025
PROFESSIONAL BUSINESS LICENSE NO. LB-87
APRIL 03, 2003 ORDER NO. 187945
REV. JANUARY 14, 2004 ORDER NO. 189037

LEGAL DESCRIPTION
CONDOMINIUM PROPERTY

344
EXHIBIT A

K:\J16823\KEYWEST\SURVEY\DWG\CONCH HARBOR CONDO PROPERTY.DWG

CONCH HARBOR MARINA, A CONDOMINIUM

LEGAL DESCRIPTION:(CONTINUED)

thence North 34 degrees 35 minutes 22 seconds West for 3.21 feet; thence North 12 degrees 58 minutes 28 seconds East for 4.63 feet; thence North 34 degrees 37 minutes 47 seconds West for 32.08 feet; thence North 81 degrees 09 minutes 36 seconds West for 4.95 feet; thence North 34 degrees 35 minutes 22 seconds West for 3.00 feet; thence North 07 degrees 42 minutes 01 seconds East for 5.01 feet; thence North 34 degrees 35 minutes 22 seconds West for 31.39 feet; thence North 77 degrees 47 minutes 29 seconds West for 5.13 feet; thence North 34 degrees 35 minutes 22 seconds West for 3.19 feet; thence North 09 degrees 11 minutes 28 seconds East for 4.66 feet; thence North 34 degrees 35 minutes 22 seconds West for 40.58 feet; thence South 55 degrees 24 minutes 25 seconds West for 6.28 feet; thence North 34 degrees 35 minutes 22 seconds West for 13.93 feet; thence North 55 degrees 24 minutes 25 seconds East for 6.76 feet; thence North 35 degrees 21 minutes 47 seconds West for 34.86 feet; thence North 81 degrees 05 minutes 04 seconds West for 5.53 feet; thence North 34 degrees 40 minutes 14 seconds West for 3.53 feet; thence North 14 degrees 50 minutes 32 seconds East for 5.50 feet; thence North 34 degrees 40 minutes 14 seconds West for 74.78 feet; thence North 78 degrees 33 minutes 27 seconds West for 3.96 feet; thence North 34 degrees 30 minutes 18 seconds West for 3.91 feet; thence South 55 degrees 24 minutes 25 seconds West for 100.00 feet; thence South 02 minutes 00 seconds West for 97.35 feet; thence North 55 degrees 24 minutes 25 seconds East for 221.59 feet; thence South 35 degrees 00 minutes 00 seconds East for 100.00 feet; thence South 55 degrees 24 minutes 25 seconds West for 53.00 feet; thence North 35 degrees 00 minutes 00 seconds West for 10.15 feet; thence South 56 degrees 21 minutes 41 seconds West for 80.65 feet; thence South 34 degrees 40 minutes 17 seconds East for 16.50 feet; thence North 84 degrees 53 minutes 18 seconds East for 3.60 feet; thence South 34 degrees 40 minutes 17 seconds East for 3.48 feet; thence South 17 degrees 42 minutes 14 seconds West for 3.52 feet; thence South 34 degrees 40 minutes 17 seconds East for 34.91 feet; thence South 84 degrees 15 minutes 16 seconds East for 3.67 feet; thence South 34 degrees 40 minutes 17 seconds East for 3.70 feet; thence South 17 degrees 37 minutes 15 seconds West for 4.07 feet; thence South 34 degrees 40 minutes 17 seconds East for 26.09 feet; thence North 56 degrees 21 minutes 41 seconds East for 6.00 feet; thence South 34 degrees 40 minutes 17 seconds East for 13.27 feet; thence South 56 degrees 21 minutes 41 seconds West for 6.00 feet; thence South 34 degrees 40 minutes 17 seconds East for 298.02 feet; thence North 55 degrees 15 minutes 40 seconds East for 95.12 feet; thence South 34 degrees 44 minutes 20 seconds East for 5.00 feet to the Point of Beginning. TOGETHER WITH: Begin at the aforementioned Point "A"; thence South 55 degrees 15 minutes 40 seconds West for 31.53 feet; thence North 34 degrees 44 minutes 20 seconds West for 5.00 feet; thence North 55 degrees 15 minutes 40 seconds East for 31.51 feet; thence South 35 degrees 00 minutes 00 seconds East for 5.00 feet to the Point of Beginning.

NOTES:

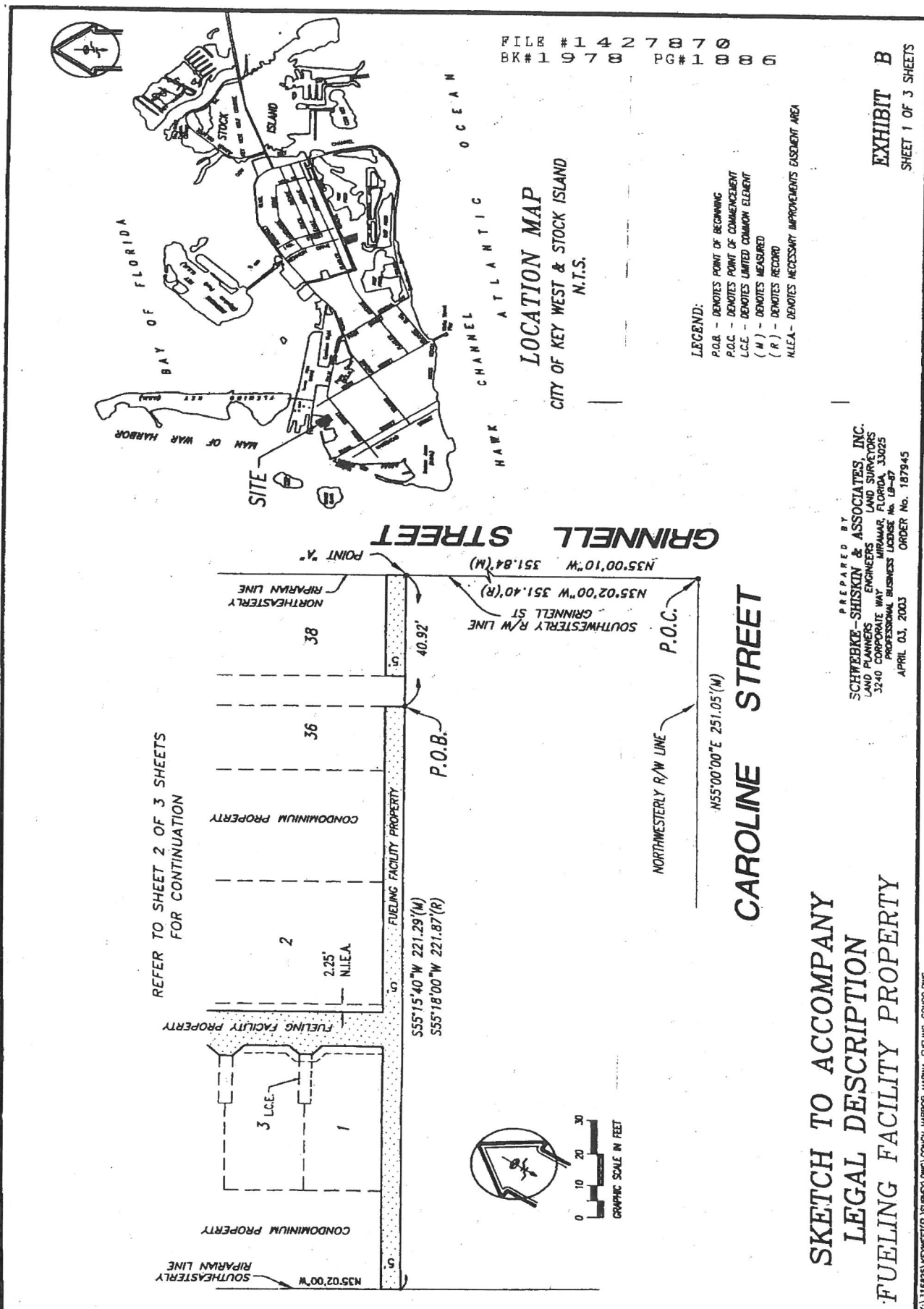
- 1) Bearings shown hereon refer to an assumed bearing of North 35 degrees 00 minutes 10 seconds West along the Southwesterly R/W line of Grinnell Street
- 2) Ordered by: RCI Development, Inc.

LEGAL DESCRIPTION CONDOMINIUM PROPERTY

PREPARED BY
SCHWEBKE-SHISKIN & ASSOCIATES, INC.
LAND PLANNERS ENGINEERS LAND SURVEYORS
3240 CORPORATE WAY MIRAMAR, FLORIDA 33025
PROFESSIONAL BUSINESS LICENSE NO. 13-87
APRIL 03, 2003 ORDER NO. 187845

EXHIBIT A
464

FILE # 1427878
BK # 1978 PG # 1885





LEGAL DESCRIPTION:

A parcel of submerged land lying in Section 31, Township 68 South, Range 25 East, ISLAND OF KEY WEST, Monroe County, Florida and being more particularly described as follows:

Commence at the intersection formed by the Northwesterly Right-of-Way line of Caroline Street and the Southwesterly Right-of-Way line of Grinnell Street; thence North 35 degrees 00 minutes 10 seconds West, along the said Southwesterly Right-of-Way line of Grinnell Street, for 351.84 feet to a point hereinafter known as Point "A"; thence South 55 degrees 15 minutes 40 seconds West for 40.92 feet; thence continue South 55 degrees 15 minutes 40 seconds West for 180.37 feet; thence North 35 degrees 02 minutes 00 seconds West for 5.00 feet; thence North 55 degrees 15 minutes 40 seconds East for 74.62 feet; thence North 34 degrees 35 minutes 22 seconds West for 15.75 feet; thence North 82 degrees 30 minutes 46 seconds West for 3.44 feet; thence North 34 degrees 35 minutes 22 seconds West for 3.46 feet; thence North 09 degrees 46 minutes 31 seconds East for 3.65 feet; thence North 34 degrees 35 minutes 22 seconds West for 3.28 feet; thence North 08 degrees 51 minutes 34 seconds East for 4.31 feet; thence North 34 degrees 35 minutes 22 seconds East for 2.42 feet; thence North 34 degrees 35 minutes 22 seconds West for 1.55 feet; thence North 34 degrees 35 minutes 22 seconds West for 3.60 feet; thence North 13 degrees 40 minutes 52 seconds East for 2.42 feet; thence North 34 degrees 35 minutes 22 seconds West for 14.32 feet; thence North 77 degrees 59 minutes 59 seconds West for 4.62 feet; thence North 34 degrees 35 minutes 22 seconds West for 3.49 feet; thence North 08 degrees 53 minutes 24 seconds East for 4.47 feet; thence North 34 degrees 35 minutes 22 seconds West for 32.98 feet; thence North 78 degrees 31 minutes 52 seconds West for 4.61 feet; thence North 34 degrees 35 minutes 22 seconds West for 3.33 feet; thence North 11 degrees 00 minutes 41 seconds East for 4.83 feet; thence North 34 degrees 35 minutes 22 seconds West for 3.21 feet; thence North 12 degrees 58 minutes 28 seconds East for 4.63 feet; thence North 34 degrees 37 minutes 47 seconds West for 32.08 feet; thence North 81 degrees 09 minutes 36 seconds West for 4.95 feet; thence North 34 degrees 35 minutes 22 seconds West for 3.00 feet; thence North 07 degrees 42 minutes 01 seconds East for 5.01 feet; thence North 34 degrees 35 minutes 22 seconds West for 31.39 feet; thence North 77 degrees 47 minutes 29 seconds West for 5.13 feet; thence North 34 degrees 35 minutes 22 seconds West for 40.58 feet; thence North 55 degrees 24 minutes 25 seconds West for 6.28 feet; thence North 34 degrees 35 minutes 22 seconds East for 4.66 feet; thence North 34 degrees 35 minutes 22 seconds East for 6.76 feet; thence North 35 degrees 21 minutes 47 seconds West for 34.86 feet; thence North 81 degrees 05 minutes 04 seconds West for 5.53 feet; thence North 34 degrees 40 minutes 14 seconds West for 31.83 feet; thence North 78 degrees 33 minutes 27 seconds West for 3.96 feet; thence North 34 degrees 35 minutes 22 seconds East for 5.50 feet; thence North 34 degrees 40 minutes 14 seconds West for 31.83 feet; thence North 78 degrees 33 minutes 27 seconds West for 3.96 feet; thence North 34 degrees 35 minutes 22 seconds West for 53.00 feet; thence North 35 degrees 00 minutes 00 seconds West for 10.15 feet; thence North 35 degrees 02 minutes 00 seconds West for 97.35 feet; thence North 55 degrees 24 minutes 25 seconds East for 221.59 feet; thence North 35 degrees 00 minutes 00 seconds East for 10.15 feet; thence North 35 degrees 02 minutes 00 seconds East for 16.50 feet; thence North 84 degrees 53 minutes 18 seconds East for 3.60 feet; thence North 41 seconds West for 80.65 feet; thence South 34 degrees 40 minutes 17 seconds East for 3.48 feet; thence South 17 degrees 17 seconds East for 3.67 feet; thence South 34 degrees 40 minutes 17 seconds East for 34.91 feet; thence South 84 degrees 15 minutes 16 seconds East for 3.67 feet; thence South 34 degrees 40 minutes 17 seconds East for 3.70 feet; thence South 17 degrees 17 seconds East for 15 seconds West for 4.07 feet; thence South 34 degrees 40 minutes 17 seconds East for 26.09 feet; thence North 56 degrees 21 minutes 41 seconds East for 6.00 feet; thence South 34 degrees 40 minutes 17 seconds East for 298.02 feet; thence North 55 degrees 15 minutes 40 seconds East for 95.12 feet; thence South 34 degrees 44 minutes 20 seconds East for 5.00 feet to the Point of Beginning.

TOGETHER WITH:

Begin at the aforementioned Point "A"; thence South 55 degrees 15 minutes 40 seconds West for 31.53 feet; thence North 34 degrees 44 minutes 20 seconds West for 5.00 feet; thence North 55 degrees 15 minutes 40 seconds East for 31.51 feet; thence South 35 degrees 00 minutes 00 seconds East for 5.00 feet to the Point of Beginning.

NOTES:

- 1) Bearings shown hereon refer to an assumed bearing of North 35 degrees 00 minutes 10 seconds West along the Southwesterly R/W line of Grinnell St.
- 2) Ordered by: RCI Development, Inc.
- 3) This is not a Boundary Survey

PREPARED BY
SCHWESKE-SHISKIN & ASSOCIATES, INC.
LAND PLANNERS ENGINEERS LAND SURVEYORS
3240 CORPORATE WAY MIRAMAR, FLORIDA 33025
PROFESSIONAL BUSINESS LICENSE NO. LB-87
APRIL 03, 2003 ORDER NO. 187945

LEGAL DESCRIPTION FUELING FACILITY PROPERTY

EXHIBIT B

SHEET 3 OF 3 SHEETS

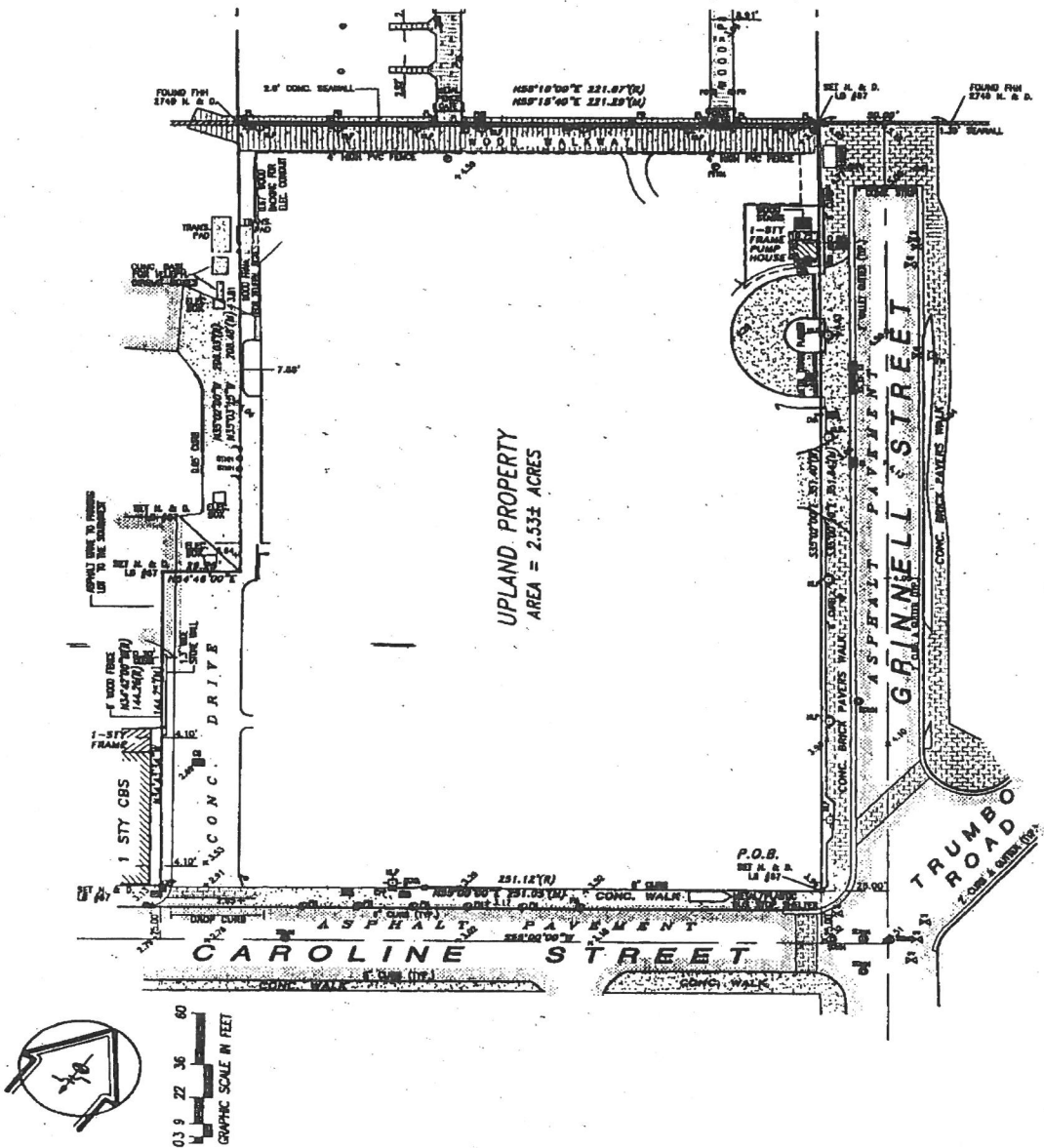
FILE # 1427870
BK# 1978 PG# 1888

FILE # 1427870
BK # 1978 PG # 1889

EXHIBIT C
SHEET 1 OF 2 SHEETS

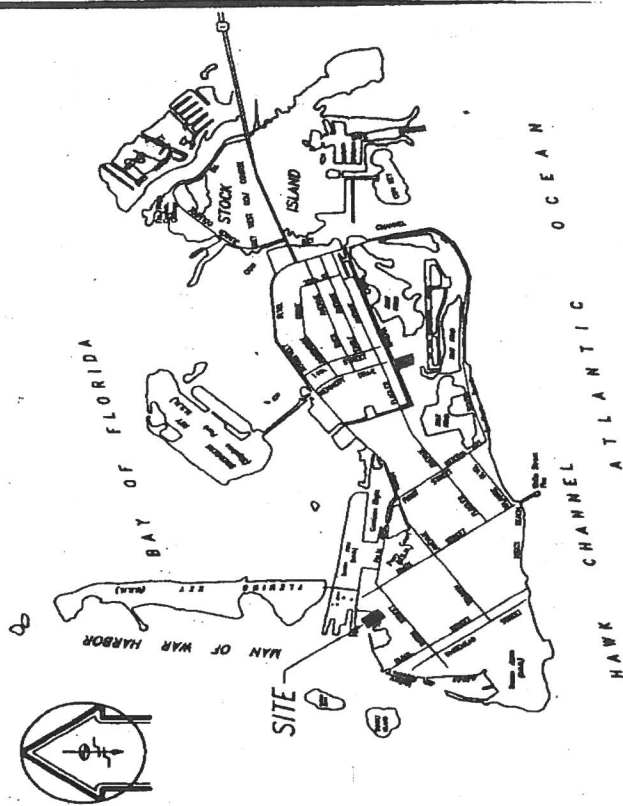
LEGEND:

CONC.	CONCRETE POWER POLE
MET.	METAL LIGHT POLE
PKT.	PEDESTAL LIGHT
PM.	PARKING METER
WOP.	WOOD POWER POLE
WV.	WATER VALVE
WM.	WATER METER
YH.	FIRE HYDRANT
YVA.	CHECK VALVE ASSEMBLY
YB.	CARB INLET
YCB.	CATCH BASIN
YSD.	STORM DRAINAGE MANHOLE
YS.	SANITARY SEWER MANHOLE
YCO.	CLEAN OUT
YGT.	GREASE TRAP MANHOLE
YBS.	BELLSOUTH MANHOLE
YH.	MANHOLE
YD.	DRAIN
YF.	POOL FILTER MANHOLE
YM.	MICROWAVE
YPT.	PUBLIC TELEPHONE
YC.	COLUMN
YPO.	POWER OULET (ELECTRIC TELEPHONE & CABLE TV)
YH.	FIRE HOSE BOX
YI.	ICE MACHINE
YMP.	METAL POST (GAS SIGN)
YRP.	FUEL PUMP
YML.	METAL LID
YF.	MOODING PLANE
YCL.	CENTER LINE
YEX.	EXISTING ELEVATION
YPC.	POINT OF COMMENCEMENT
YBR.	BEGINNING
YTR.	TRANSFORMER
YTEL.	TELEPHONE
YCONC.	CONCRETE
YTP.	TYPICAL
YELEC.	ELECTRIC
YWF.	WOOD FENCE
YFF.	FINISH FLOOR
YCB.	CONCRETE WALL
YN.	MAIL AND DISC
YFH.	FREDERICK H. HILDRADT
YCONC.	EXISTING CONCRETE
YASPH.	EXISTING ASPHALT



PREPARED BY
SCHWEBKE-SHISKIN & ASSOCIATES, INC.
LAND PLANNERS & ENGINEERS
3240 CORPORATE WAY
MIAMI, FLORIDA 33125
PROFESSIONAL BUSINESS LICENSE NO. LB-87
APRIL 03, 2003
ORDER NO. 187945

BOUNDARY SURVEY
"UPLAND PROPERTY"



LOCATION MAP

CITY OF KEY WEST & STOCK ISLAND
N.T.S.

LEGAL DESCRIPTION:

BEGINNING at the intersection formed by the Northwestern line of Caroline Street with the Southwestern line of Grinnell Street, Key West, Florida;
Thence South 55 degrees 00' West along the Northwestern line of Caroline Street
aforesaid, a distance of 251.12 feet; Thence North 34 degrees 42' West, a distance of 144.26 feet; Thence North 54 degrees 46' East, a distance of 29.25 feet; Thence North 35 degrees 02' West, a distance of 208.03 feet to a point; Thence North 55 degrees 18' East, a distance of 221.87 feet more or less to a Point; Thence South 35 degrees 02' East, a distance of 351.4 feet to the Point of Beginning

Lying and being in Section 31, Township 68 South, Range 25 East, Island of Key West, Monroe County, Florida.

NOTES:

- 1) THIS IS A "BOUNDARY SURVEY"
- 2) BEARINGS SHOWN HEREON REFER TO AN ASSUMED BEARING OF S 55°00'00" W ALONG THE CENTERLINE OF CAROLINE STREET
- 3) ORDERED BY: RCI DEVELOPMENT, INC.
- 4) LEGAL DESCRIPTION FURNISHED BY CLIENT AS SHOWN ON ATTORNEYS' TITLE INSURANCE FUND POLICY NO. OPN-1580528, DATED FEBRUARY 10, 1999

HEREBY CERTIFY: That the attached "BOUNDARY SURVEY" of the property described hereon is true and correct to the best of my knowledge and belief as recently surveyed and drawn under my supervision and direction. This survey complies with the Minimum Technical Standards adopted by the Florida State Board of Professional Surveyors and Mappers pursuant to Chapter 31G17-6, Florida Administrative Code.

SCHWEBKE-SHISKIN AND ASSOCIATES, INC.

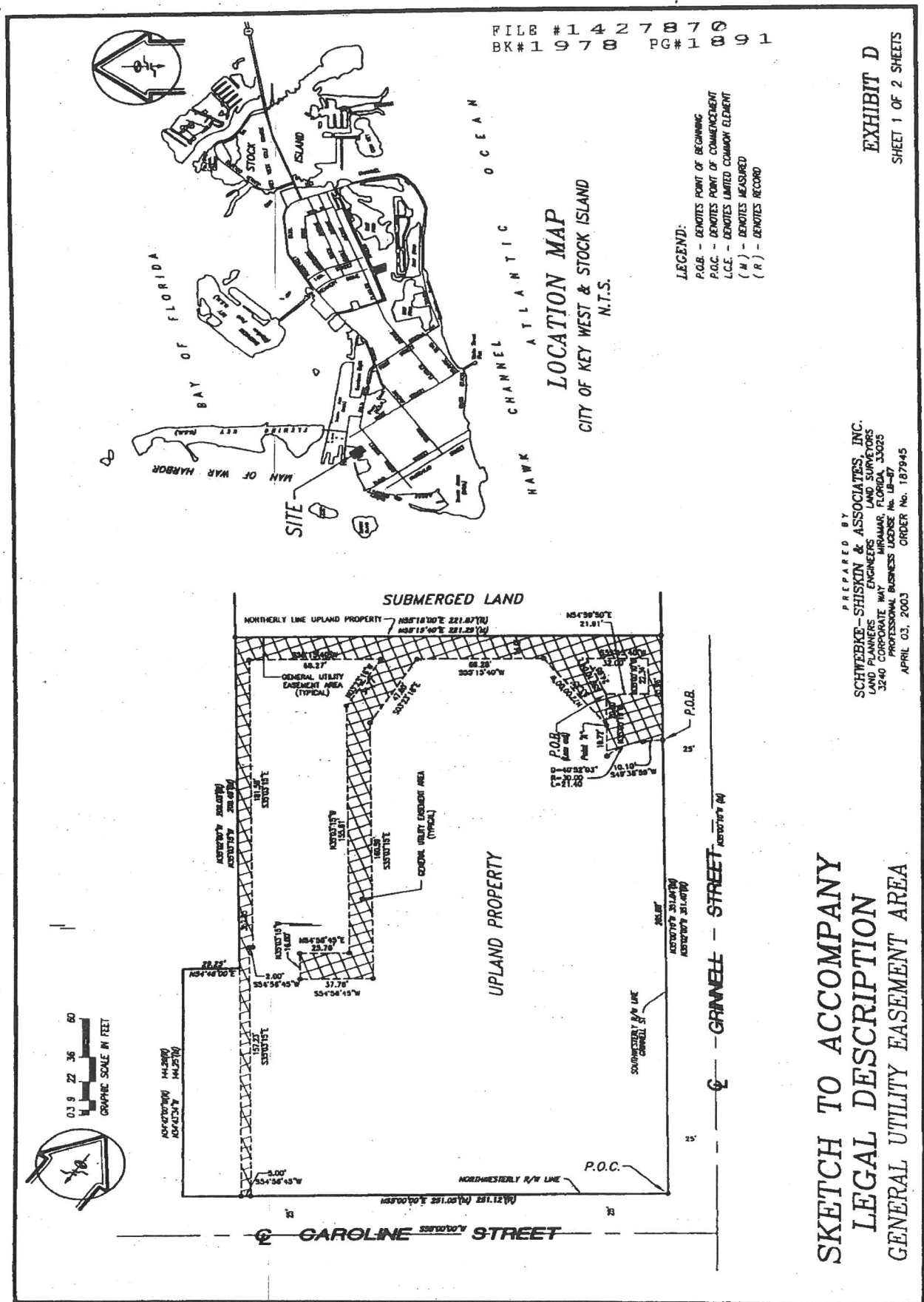
By: *Robert F. Jackson*
Robert F. Jackson, President

Professional Surveyor and Mapper #2408, State of Florida.

PREPARED BY
SCHWEBKE-SHISKIN & ASSOCIATES, INC.
LAND PLANNERS
ENGINEERS
3240 CORPORATE WAY
MIAMI, FLORIDA 33025
PROFESSIONAL BUSINESS LICENSE NO. LB-47
JULY 25, 2003
ORDER NO. 168281

BOUNDARY SURVEY
"UPLAND PROPERTY"

06819d 8761#8 EXHIBIT C
0487271#871d SHEET 2 OF 2 SHEETS



FILE # 1 4 2 7 8 7 8
BK # 1 9 7 8 PG # 1 8 9 2

LEGAL DESCRIPTION:

A parcel of land lying and being in Section 31, Township 68 South, Range 25 East, island of Key West, Monroe County, Florida and being more particularly described as follows:

Commence at the intersection of the Southwesterly Right-of-Way line of Grinnell Street and the Northwesterly Right-of-Way line of Caroline Street; thence North 35 degrees 00 minutes 10 seconds West, along the said Southwesterly Right-of-Way Line of Grinnell Street, for 285.88 feet to the Point of Beginning of the following described parcel of land; thence South 49 degrees 36 minutes 59 seconds West for 10.10 feet to a Point of Curvature; thence Southwesterly, along a circular curve to the left, having a radius of 30.00 feet and a central angle of 40 degrees 52 minutes 03 seconds for an arc distance of 21.40 feet to a point on said curve; thence North 35 degrees 00 minutes 10 seconds West for 19.72 feet to a Point hereinafter known as Point "A"; thence North 72 degrees 00 minutes 00 seconds West for 53.33 feet; thence South 55 degrees 15 minutes 40 seconds West for 66.28 feet; thence South 03 degrees 23 minutes 16 seconds West for 47.60 feet; thence South 35 degrees 03 minutes 15 seconds East for 160.59 feet; thence South 54 degrees 56 minutes 45 seconds West for 37.78 feet; thence North 35 degrees 03 minutes 15 seconds West for 16.00 feet; thence North 54 degrees 56 minutes 45 seconds East for 25.78 feet; thence North 35 degrees 03 minutes 15 seconds West for 155.61 feet; thence North 03 degrees 23 minutes 16 seconds West for 34.77 feet; thence South 55 degrees 15 minutes 40 seconds West for 68.27 feet; thence South 35 degrees 03 minutes 15 seconds East for 181.58 feet; thence South 54 degrees 56 minutes 45 seconds West, along the Northwesterly Right-of-Way line of Caroline Street, for 5.00 feet; thence North 35 degrees 03 minutes 15 seconds West for 352.85 feet; thence North 55 degrees 15 minutes 40 seconds East for 221.29 feet Measured (North 55 degrees 18 minutes 00 seconds East for 221.87 feet Record); thence South 35 degrees 00 minutes 10 seconds East for 65.96 feet to the Point of Beginning. (Said last mentioned three courses being coincident with the boundary line of the Upland Property)

LESS:

Commence at the aforementioned Point "A"; thence North 35 degrees 00 minutes 10 seconds West for 20.00 feet to the Point of Beginning of the following described parcel of land; thence North 54 degrees 59 minutes 50 seconds East for 21.91 feet; thence North 35 degrees 00 minutes 10 seconds West for 22.34 feet; thence South 55 degrees 15 minutes 40 seconds West for 32.00 feet; thence South 59 degrees 10 minutes 04 seconds East for 24.65 feet to the Point of Beginning.

NOTES:

- 1) THIS IS NOT A "BOUNDARY SURVEY"
- 2) BEARINGS SHOWN HEREON REFER TO AN ASSUMED BEARING OF S 55°00'00" W ALONG THE CENTERLINE OF CAROLINE STREET
- 6) ORDERED BY: RCI DEVELOPMENT, INC.

LEGAL DESCRIPTION GENERAL UTILITY EASEMENT AREA

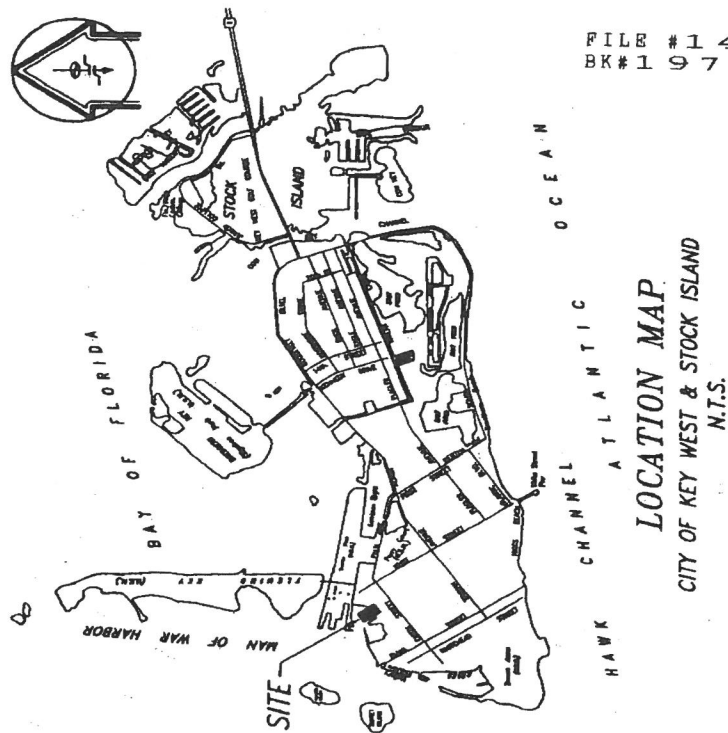
PREPARED BY
SCHWEBKE-SHISKIN & ASSOCIATES, INC.
LAND PLANNERS & ENGINEERS
3240 CROFT AVENUE, SUITE 100
FORT MYERS, FLORIDA 33903
PROFESSIONAL BUSINESS LICENSE NO. 19-47
APRIL 03, 2003 ORDER NO. 187945

EXHIBIT D

SHEET 2 OF 2 SHEETS

K:\116623\KEYWEST\10 SURVEY\DWG\CONCH HARBOUR MAPNA-IT-ESL.DWG

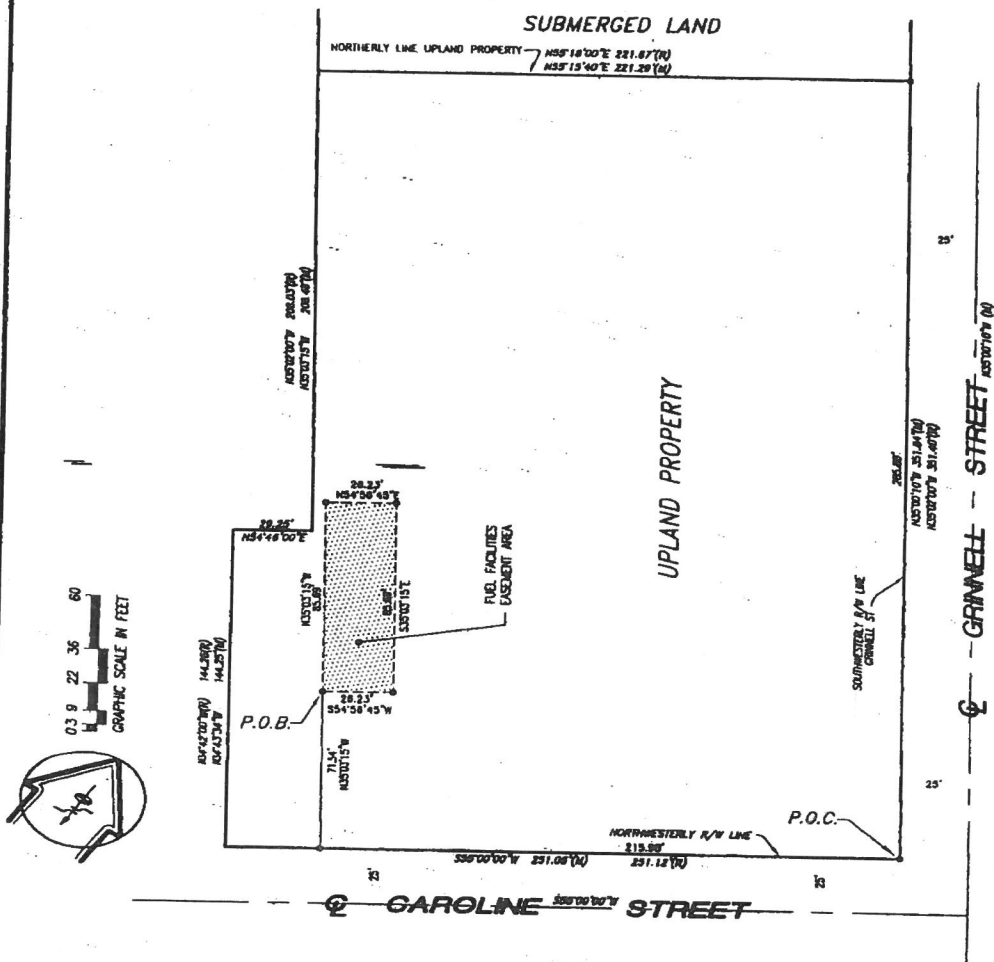
FILE # 1427870
BK# 1978 PG# 1893



LEGEND:

P.O.B. - DENOTES POINT OF BEGINNING
P.O.C. - DENOTES POINT OF COMMENCEMENT
L.C.E. - DENOTES LIMITED COMMON ELEMENT
(M) - DENOTES MEASURED
(R) - DENOTES RECORD

EXHIBIT E
SHEET 1 OF 2 SHEETS



PREPARED BY
SCHWEBKE-SHISKIN & ASSOCIATES, INC.
LAND PLANNERS ENGINEERS LAND SURVEYORS
3240 CORPORATE WAY MIRAMAR, FLORIDA 33025
PROFESSIONAL BUSINESS LICENSE No. 18-07
APRIL 03, 2003 ORDER No. 187945

SKETCH TO ACCOMPANY
LEGAL DESCRIPTION
FUEL FACILITIES EASEMENT AREA

LEGAL DESCRIPTION:

A parcel of land lying and being in Section 31, Township 68 South, Range 25 East, Island of Key West, Monroe County, Florida and being more particularly described as follows:

Commence at the intersection of the Southwesterly Right-of-Way line of Grinnell Street and the Northwesterly Right-of-Way line of Caroline Street; thence South 55 degrees 00 minutes 00 seconds West, along the said Northwesterly Right-of-Way Line of Caroline Street, for 215.98 feet; thence North 35 degrees 03 minutes 15 seconds West for 71.54 feet to the Point of Beginning of the following described parcel of land; thence continue North 35 degrees 03 minutes 15 seconds West for 85.69 feet; thence North 54 degrees 56 minutes 45 seconds East for 26.63 feet; thence South 35 degrees 03 minutes 15 seconds East for 85.69 feet; thence South 54 degrees 56 minutes 45 seconds West for 26.23 feet to the Point of Beginning.

NOTES:

- 1) THIS IS NOT A "BOUNDARY SURVEY"
- 2) BEARINGS SHOWN HEREON REFER TO AN ASSUMED BEARING OF S 55°00'00" W ALONG THE CENTERLINE OF CAROLINE STREET
- 6) ORDERED BY: RCI DEVELOPMENT, INC.

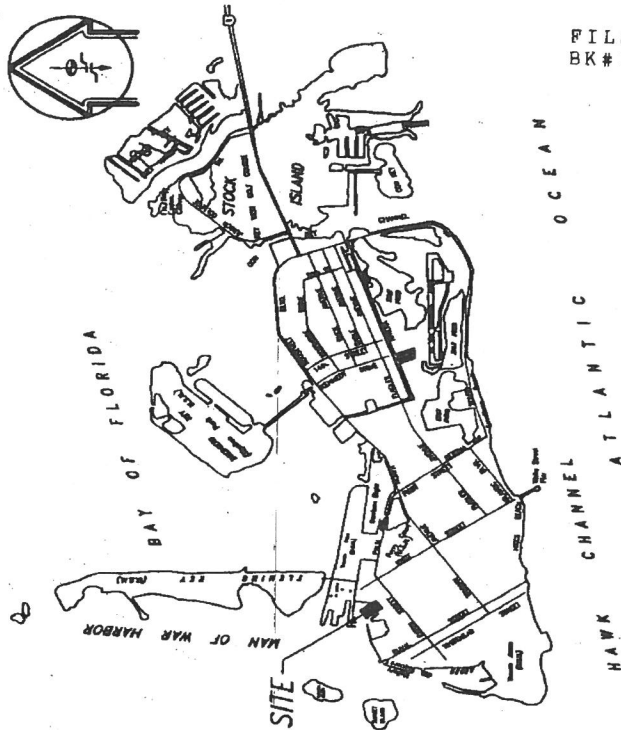
FILE #1427870
BK#1978 PG#1894

LEGAL DESCRIPTION FUEL FACILITIES EASEMENT AREA

PREPARED BY
SCHWEBKE-SHISKIN & ASSOCIATES, INC.
LAND PLANNING ENGINEERS AND SURVEYORS
3240 CORPORATE WAY, MIAMI, FLORIDA 33025
PROFESSIONAL BUSINESS LICENSE NO. 05004
APRIL 03, 2003 ORDER NO. 187945

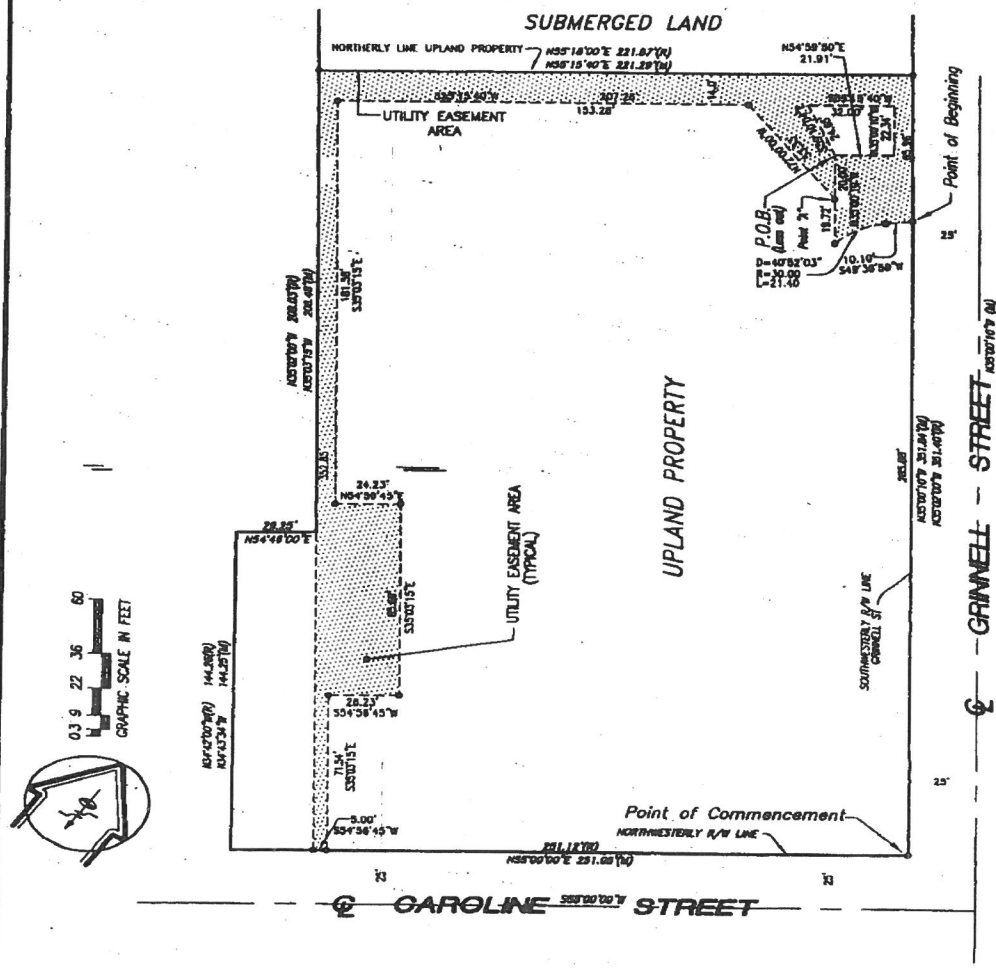
EXHIBIT E
SHEET 2 OF 2 SHEETS

FILE # 1 4 2 7 8 7 0
BK# 1 9 7 8 PG# 1 0 9 5



LEGEND:
P.O.B. - DENOTES POINT OF BEGINNING
P.O.C. - DENOTES POINT OF COMMENCEMENT
L.C.E. - DENOTES LIMITED COMMON ELEMENT
(M) - DENOTES MEASURED
(R) - DENOTES RECORD

EXHIBIT F
SHEET 1 OF 2 SHEETS



SKETCH TO ACCOMPANY
LEGAL DESCRIPTION
CONDO GENERAL UTILITY EASEMENT AREA

PREPARED BY
SCHWABKE-SHISKIN & ASSOCIATES, INC.
LAND PLANNERS
3340 CORPORATE WAY
MIAMI, FLORIDA 33122
PROFESSIONAL BUSINESS LICENSE No. 18-07
APRIL 03, 2003 ORDER No. 187945

FILE #1427870
BK#1978 PG#1896

LEGAL DESCRIPTION:

UTILITY EASEMENT

A parcel of land lying and being in Section 31, Township 68 South, Range 25 East, island of Key West, Monroe County, Florida and being more particularly described as follows:

Commence at the intersection of the Southwesterly Right-of-Way line of Grinnell Street and the Northwesterly Right-of-Way line of Caroline Street; thence North 35 degrees 00 minutes 10 seconds West along the said Southwesterly Right-of-Way Line of Grinnell Street for 265.88 feet to the Point of Beginning of the following described parcel of land; thence South 49 degrees 36 minutes 59 seconds West for 10.10 feet to a Point of Curvature; thence Southwesterly along a circular curve to the left having a radius of 30.00 feet and a central angle of 40 degrees 52 minutes 03 seconds for an arc distance of 21.40 feet to a point on said curve; thence North 35 degrees 00 minutes 10 seconds West for 19.72 feet to a Point hereinafter known as Point "A"; thence North 72 degrees 00 minutes 00 seconds West for 53.33 feet; thence South 55 degrees 15 minutes 40 seconds West for 153.28 feet; thence South 35 degrees 03 minutes 15 seconds East for 181.58 feet; thence North 54 degrees 56 minutes 45 seconds East for 24.23 feet; thence South 35 degrees 03 minutes 15 seconds East for 85.69 feet; thence South 54 degrees 56 minutes 45 seconds West for 26.23 feet; thence South 35 degrees 03 minutes 15 seconds East for 71.54 feet; thence South 54 degrees 56 minutes 45 seconds West, along the Northwesterly Right-of-Way line of Caroline Street, for 5.00 feet; thence North 35 degrees 03 minutes 15 seconds West for 352.85 feet; thence North 55 degrees 15 minutes 40 seconds East for 221.29 feet Measured (North 55 degrees 18 minutes 00 seconds East for 221.87 feet Record); thence South 35 degrees 00 minutes 10 seconds East for 65.96 feet to the Point of Beginning. (Said last mentioned three courses being coincident with the boundary line of the Upland Property)

LESS:

Commence at the aforementioned Point "A"; thence North 35 degrees 00 minutes 10 seconds West for 20.00 feet to the Point of Beginning of the following described parcel of land; thence North 54 degrees 59 minutes 50 seconds East for 21.91 feet; thence North 35 degrees 00 minutes 10 seconds West for 22.34 feet; thence South 55 degrees 15 minutes 40 seconds West for 32.00 feet; thence South 59 degrees 10 minutes 04 seconds East for 24.65 feet to the Point of Beginning.

NOTES:

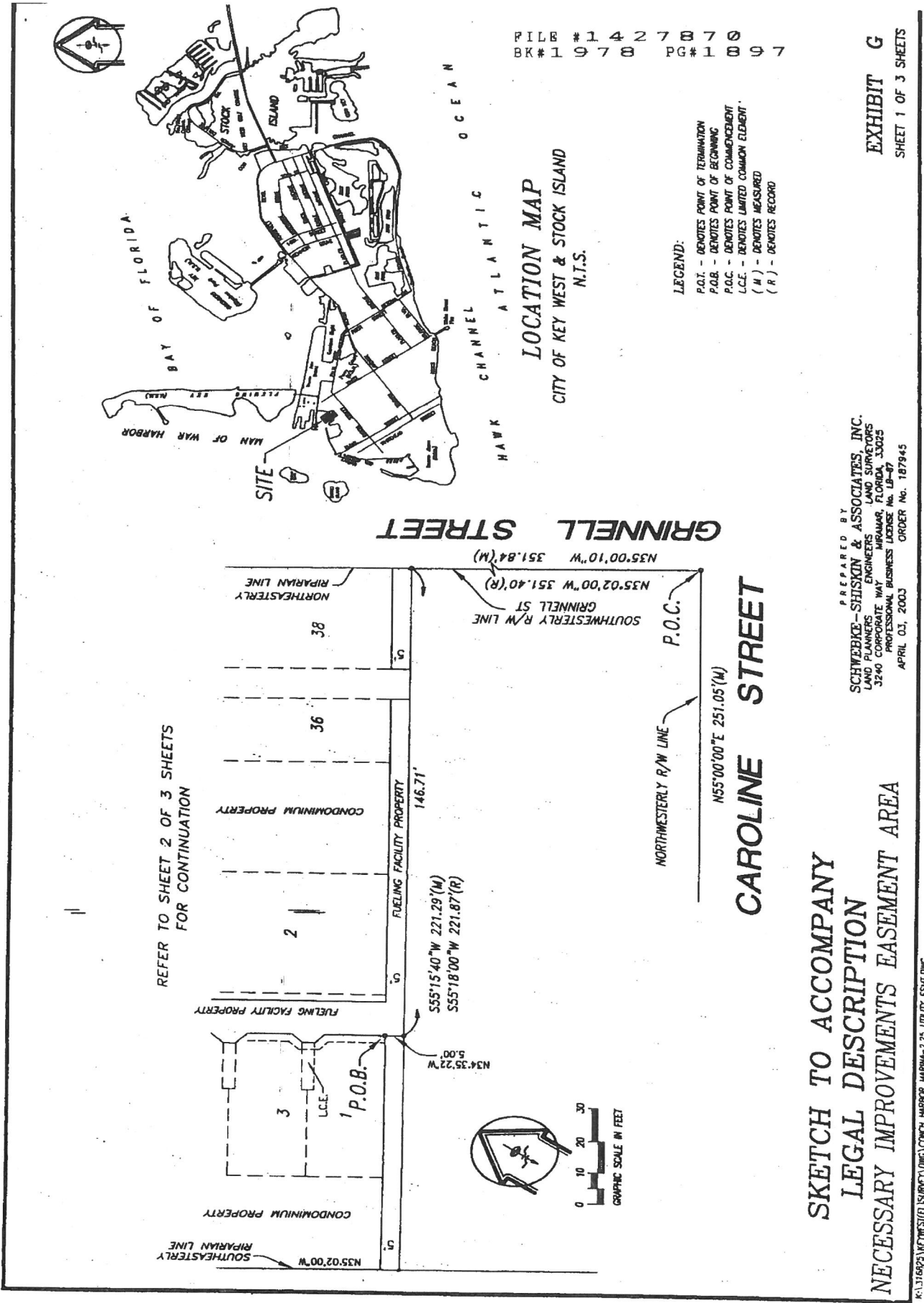
- 1) THIS IS NOT A "BOUNDARY SURVEY"
2) BEARINGS SHOWN HEREON REFER TO AN ASSUMED BEARING OF
S 55°00'00" W ALONG THE CENTERLINE OF CAROLINE STREET
6) ORDERED BY: RCI DEVELOPMENT, INC.

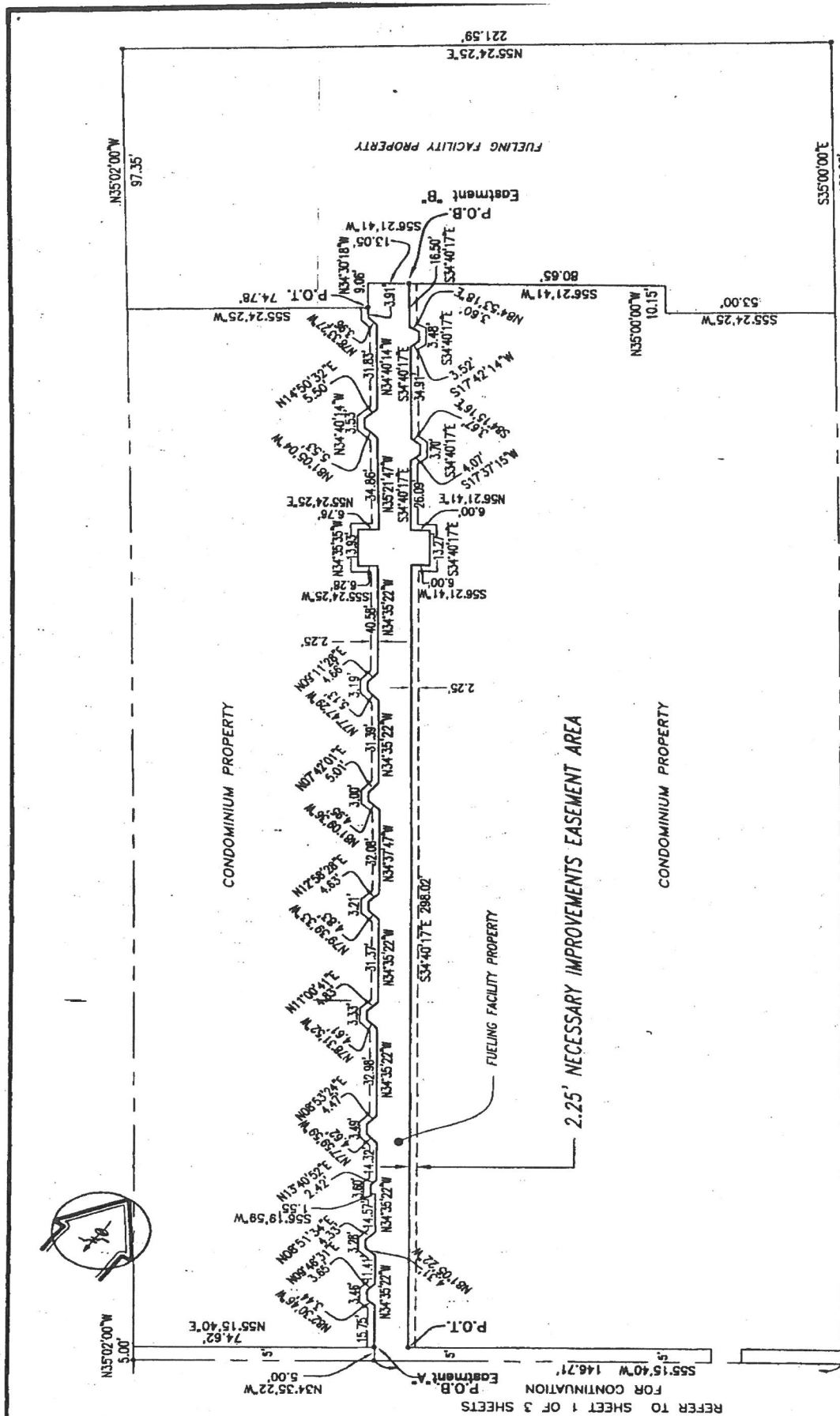
LEGAL DESCRIPTION
CONDO GENERAL UTILITY EASEMENT AREA

PREPARED BY
SCHWEBKE-SHISKIN & ASSOCIATES, INC.
LAND PLANNERS ENGINEERS LAND SURVEYORS
3240 CORPORATE WAY MIRAMOR, FLORIDA 33025
PROFESSIONAL BUSINESS LICENSE No. LB-87
APRIL 03, 2003 ORDER No. 187945

EXHIBIT F

SHEET 2 OF 2 SHEETS





GRAPHIC SCALE IN FEET
0 20 40 60
EXHIBIT G
SHEET 2 OF 3 SHEETS

FILE # 1427870
BK # 1978 PG # 1898

PREPARED BY
SCHWEBKE-SHISKIN & ASSOCIATES, INC.
LAND PLANNERS & ENGINEERS
3240 CORPORATE WAY
MIRAMAR, FLORIDA 33025
PROFESSIONAL BUSINESS LICENSE NO. LP-87
APRIL 03, 2003 ORDER NO. 187945

SKETCH TO ACCOMPANY
LEGAL DESCRIPTION
NECESSARY IMPROVEMENTS EASEMENT AREA

A parcel of submerged land lying in Section 31, Township 68 South, Range 25 East, ISLAND OF KEY WEST, Monroe County, Florida and being more particularly described as follows:

Commence at the intersection formed by the Northwestern Right-of-Way line of Caroline Street and the Southwesterly Right-of-Way line of Grinnell Street; thence North 35 degrees 00 minutes 10 seconds West, along the said Southwesterly Right-of-Way line of Grinnell Street, for 351.84 feet; thence South 55 degrees 15 minutes 40 seconds West for 146.71 feet; thence the left of the direction of the courses herein described; thence continue North 34 degrees 35 minutes 22 seconds West for 15.75 feet; thence North 82 degrees 30 minutes 46 seconds West for 3.44 feet; thence North 34 degrees 35 minutes 22 seconds West for 3.46 feet; thence North 09 degrees 46 minutes 31 seconds East for 3.65 feet; thence North 34 degrees 35 minutes 22 seconds West for 11.41 feet; thence North 81 degrees 05 minutes 22 seconds West for 4.31 feet; thence North 34 degrees 35 minutes 22 seconds West for 3.28 feet; thence North 08 degrees 51 minutes 34 seconds East for 4.33 feet; thence North 34 degrees 35 minutes 22 seconds West for 14.57 feet; thence South 56 degrees 19 minutes 59 seconds West for 1.55 feet; thence North 34 degrees 35 minutes 22 seconds West for 3.60 feet; thence North 13 degrees 40 minutes 52 seconds East for 2.42 feet; thence North 34 degrees 35 minutes 22 seconds West for 14.32 feet; thence North 77 degrees 59 minutes 59 seconds East for 4.47 feet; thence North 34 degrees 35 minutes 22 seconds West for 3.33 feet; thence North 11 degrees 00 minutes 41 seconds East for 4.83 feet; thence North 34 degrees 35 minutes 22 seconds West for 31.37 feet; thence North 79 degrees 39 minutes 33 seconds West for 4.83 feet; thence North 34 degrees 35 minutes 22 seconds West for 3.21 feet; thence North 12 degrees 58 minutes 28 seconds East for 4.63 feet; thence North 34 degrees 35 minutes 22 seconds West for 32.08 feet; thence North 81 degrees 09 minutes 36 seconds West for 4.95 feet; thence North 34 degrees 35 minutes 22 seconds West for 3.00 feet; thence North 07 degrees 42 minutes 47 seconds West for 5.13 feet; thence North 34 degrees 35 minutes 22 seconds West for 3.19 feet; thence North 09 degrees 11 minutes 28 seconds East for 4.66 feet; thence North 34 degrees 35 minutes 22 seconds West for 5.01 feet; thence North 34 degrees 35 minutes 22 seconds West for 6.28 feet; thence North 34 degrees 35 minutes 22 seconds West for 13.93 feet; thence North 55 degrees 24 minutes 25 seconds East for 6.76 feet; thence North 35 degrees 21 minutes 47 seconds West for 34.86 feet; thence North 81 degrees 05 minutes 04 seconds West for 5.53 feet; thence North 34 degrees 40 minutes 14 seconds West for 3.53 feet; thence North 14 degrees 50 minutes 32 seconds East for 5.50 feet; thence North 34 degrees 40 minutes 14 seconds West for 31.83 feet; thence North 78 degrees 33 minutes 27 seconds West for 3.96 feet; thence North 34 degrees 30 minutes 18 seconds West for 3.91 feet to the Point of Termination of said Easement "A" (said last mentioned forty three courses being coincident with the boundary line of the Fueling Facility Property, as shown on Exhibit B); thence continue North 34 degrees 30 minutes 18 seconds West for 9.06 feet; thence South 56 degrees 21 minutes 41 seconds West for 13.05 feet to the Point of Beginning of Easement "B", a continuous strip of submerged land 2.25 feet in width lying outside of and to the left of the direction of the courses herein described; thence South 34 degrees 40 minutes 17 seconds East for 3.48 feet; thence South 17 degrees 42 minutes 14 seconds West for 3.52 feet; thence South 34 degrees 40 minutes 17 seconds East for 34.91 feet; thence South 84 degrees 15 minutes 16 seconds East for 3.67 feet; thence South 34 degrees 40 minutes 17 seconds East for 4.07 feet; thence South 34 degrees 40 minutes 17 seconds East for 26.09 feet; thence North 56 degrees 21 minutes 41 seconds East for 6.00 feet; thence South 34 degrees 40 minutes 17 seconds East for 13.27 feet; thence South 56 degrees 21 minutes 41 seconds West for 6.00 feet; thence South 34 degrees 40 minutes 17 seconds East for 298.02 feet to the Point of Termination of said Easement "B" (said last mentioned thirteen courses being coincident with the boundary line of the Fueling Facility Property, as shown on Exhibit B).

- 1) Bearings shown hereon refer to an assumed bearing of North 35 degrees 00 minutes 10 seconds West along the Southwesterly R/W line of Grinnell St.
- 2) Ordered by: RCI Development, Inc.
- 3) The outer limits of this easement are to be shortened or lengthened as required, so as to create a continuous 2.25 foot strip of land.

PREPARED BY
SCHWEBKE-SHISKIN & ASSOCIATES, INC.
LAND PLANNERS ENGINEERS LAND SURVEYORS
3240 CORPORATE WAY MIRAMAR, FLORIDA 33025
PROFESSIONAL BUSINESS LICENSE No. LB-47

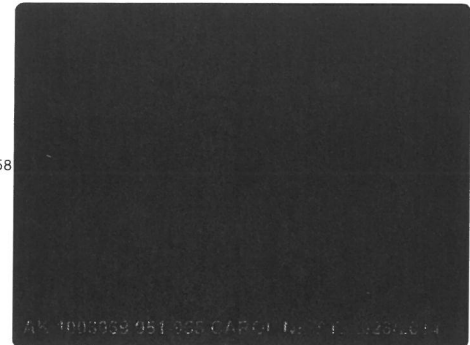
SHEET 3 OF 3 SHEETS

FILE #1427870
BK#1978 PG#1899



Summary

Parcel ID 00002970-000000
Account# 1003069
Property ID 1003069
Millage Group 12KW
Location 951 CAROLINE St, KEY WEST
Address
Legal 31 68 25 2.48 AC (UPLAND AND BAY BOTTOM PROPERTY AND FUELING FACILITY PROPERTY)) H1-53
Description G56-22/23 OR15-444/45 OR438-230/35 ID 4-057 OR1252-1023/26AFF OR1287-275/77Q/C OR1287-266/69 OR1347-2436/43F/J OR1560-56/58 OR1978-1870/99E OR2029-136/140(LEASE) OR2292-1354/58 OR2450-2196/2200
 (Note: Not to be used on legal documents.)
Neighborhood 32120
Property Class AIRPORT, MARINAS, BUS TERM (2000)
Subdivision
Sec/Twp/Rng 31/67/25
Affordable No
Housing



Owner

CONCH HARBOR RETAIL CENTER LLC
 C/O HUNT CRAIG
 951 CAROLINE ST
 Key West FL 33040

Valuation

	2019	2018	2017	2016
+ Market Improvement Value	\$0	\$0	\$0	\$0
+ Market Misc Value	\$0	\$0	\$0	\$0
+ Market Land Value	\$17,528,687	\$17,528,687	\$17,528,687	\$17,528,687
= Just Market Value	\$17,528,687	\$17,528,687	\$17,528,687	\$17,528,687
= Total Assessed Value	\$11,756,723	\$10,687,930	\$9,716,300	\$8,833,000
- School Exempt Value	\$0	\$0	\$0	\$0
= School Taxable Value	\$17,528,687	\$17,528,687	\$17,528,687	\$17,528,687

Land

Land Use	Number of Units	Unit Type	Frontage	Depth
COMMERCIAL WATERFRON (100W)	82,764.00	Square Foot	251	351.8
ENVIRONMENTALLY SENS (000X)	0.58	Acreage	0	0

Commercial Buildings

Style PARKING GARAGE / 28A
Gross Sq Ft 61,244
Finished Sq Ft 36,828
Perimeter 0
Stories 3
Interior Walls
Exterior Walls METAL SIDING with 81% METAL SIDING
Quality 500 ()
Roof Type
Roof Material
Exterior Wall1 METAL SIDING
Exterior Wall2 METAL SIDING
Foundation
Interior Finish
Ground Floor Area
Floor Cover
Full Bathrooms 2
Half Bathrooms 0
Heating Type
Year Built 2002
Year Remodeled
Effective Year Built 2001
Condition

Code	Description	Sketch Area	Finished Area	Perimeter
OPX	EXC OPEN PORCH	4,939	0	0
DUF	FIN DET UTILIT	279	0	0
FLA	FLOOR LIV AREA	36,828	36,828	0
CPL	LATTICE ENCL	1,577	0	0
OPF	OP PRCH FIN LL	10,735	0	0
OUF	OP PRCH FIN UL	333	0	0
PTO	PATIO	4,824	0	0
SBF	UTIL FIN BLK	1,729	0	0
TOTAL		61,244	36,828	0

Style WAREHOUSE/MARINA D / 48D
Gross Sq Ft 1,744

Finished Sq Ft 1,500
 Perimeter 0
 Stories 1
 Interior Walls
 Exterior Walls MIN WOOD SIDING
 Quality 400 ()
 Roof Type
 Roof Material
 Exterior Wall1 MIN WOOD SIDING
 Exterior Wall2
 Foundation
 Interior Finish
 Ground Floor Area
 Floor Cover
 Full Bathrooms 0
 Half Bathrooms 0
 Heating Type
 Year Built 1996
 Year Remodeled
 Effective Year Built 2001
 Condition

Code	Description	Sketch Area	Finished Area	Perimeter
FLA	FLOOR LIV AREA	1,500	1,500	0
OPU	OP PR UNFIN LL	228	0	0
OUU	OP PR UNFIN UL	16	0	0
TOTAL		1,744	1,500	0

Style OFF BLDG 1 STY-A / 17A
 Gross Sq Ft 655
 Finished Sq Ft 560
 Perimeter 0
 Stories 2
 Interior Walls
 Exterior Walls AB AVE WOOD SIDING
 Quality 400 ()
 Roof Type
 Roof Material
 Exterior Wall1 AB AVE WOOD SIDING
 Exterior Wall2
 Foundation
 Interior Finish
 Ground Floor Area
 Floor Cover
 Full Bathrooms 0
 Half Bathrooms 0
 Heating Type
 Year Built 1998
 Year Remodeled
 Effective Year Built 2001
 Condition

Code	Description	Sketch Area	Finished Area	Perimeter
FLA	FLOOR LIV AREA	560	560	0
OUU	OP PR UNFIN UL	95	0	0
TOTAL		655	560	0

Style 1 STY STORE-B / 11B
 Gross Sq Ft 13,638
 Finished Sq Ft 12,782
 Perimeter 0
 Stories 1
 Interior Walls
 Exterior Walls REIN CONCRETE
 Quality 450 ()
 Roof Type
 Roof Material
 Exterior Wall1 REIN CONCRETE
 Exterior Wall2
 Foundation
 Interior Finish
 Ground Floor Area
 Floor Cover
 Full Bathrooms 0
 Half Bathrooms 0
 Heating Type
 Year Built 2013
 Year Remodeled
 Effective Year Built 2013
 Condition

Code	Description	Sketch Area	Finished Area	Perimeter
FLA	FLOOR LIV AREA	12,782	12,782	0
OUU	OP PR UNFIN UL	600	0	0
OPF	OP PRCH FIN LL	256	0	0
TOTAL		13,638	12,782	0

Yard Items

Description	Year Built	Roll Year	Quantity	Units	Grade
CH LINK FENCE	1964	1965	1	1830 SF	1

WOOD DOCKS	1994	1995	1	2576 SF	5
WOOD DOCKS	1994	1995	1	81 SF	5
WALL AIR COND	1995	1996	1	1 UT	1
FENCES	1995	1996	1	348 SF	2
WOOD DOCKS	1995	1996	1	3504 SF	4
WOOD DOCKS	1995	1996	1	4470 SF	5
UTILITY BLDG	1995	1996	1	48 SF	1
UTILITY BLDG	1995	1996	1	60 SF	1
FENCES	1995	1996	1	681 SF	2
CH LINK FENCE	1995	1996	1	750 SF	2
TIKI	1997	1998	1	20 SF	1
LC UTIL BLDG	1997	1998	1	60 SF	1
LC UTIL BLDG	1997	1998	1	800 SF	1
WATER FEATURE	2001	2002	1	2 UT	5
BRICK PATIO	2001	2002	1	220 SF	2
FENCES	2001	2002	1	2452 SF	5
BRICK PATIO	2001	2002	1	266 SF	2
TIKI	2001	2002	1	324 SF	5
CUSTOM POOL	2001	2002	1	3300 SF	2
BRICK PATIO	2001	2002	1	464 SF	2
CONC PATIO	2001	2002	1	6408 SF	2
BRICK PATIO	2003	2004	1	1000 SF	2

Sales

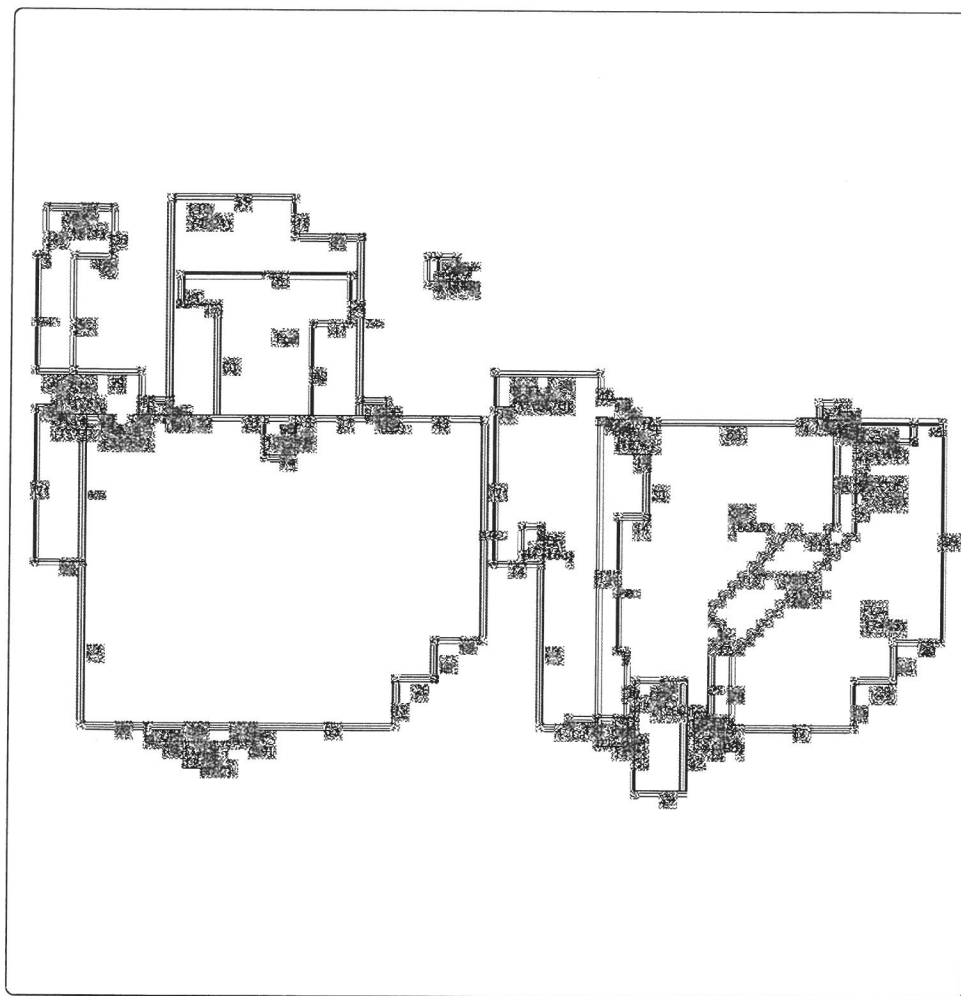
Sale Date	Sale Price	Instrument	Instrument Number	Deed Book	Deed Page	Sale Qualification	Vacant or Improved
1/28/2010	\$7,700,000	Warranty Deed		2450	2196	30 - Unqualified	Improved
5/2/2007	\$14,900,000	Warranty Deed		2292	1354	Q - Qualified	Improved
1/29/1999	\$7,000,000	Warranty Deed		1560	0056	Q - Qualified	Improved
12/1/1993	\$1,700,000	Warranty Deed		1287	0266	Q - Qualified	Improved

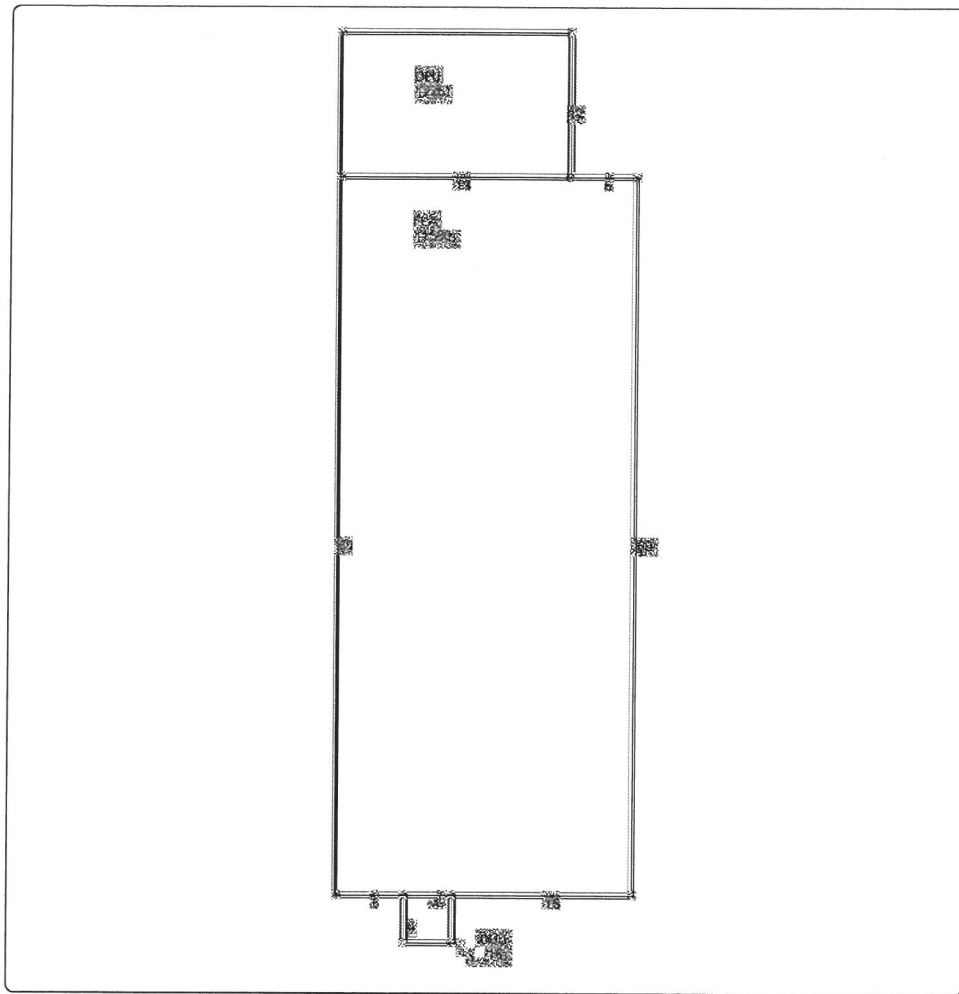
Permits

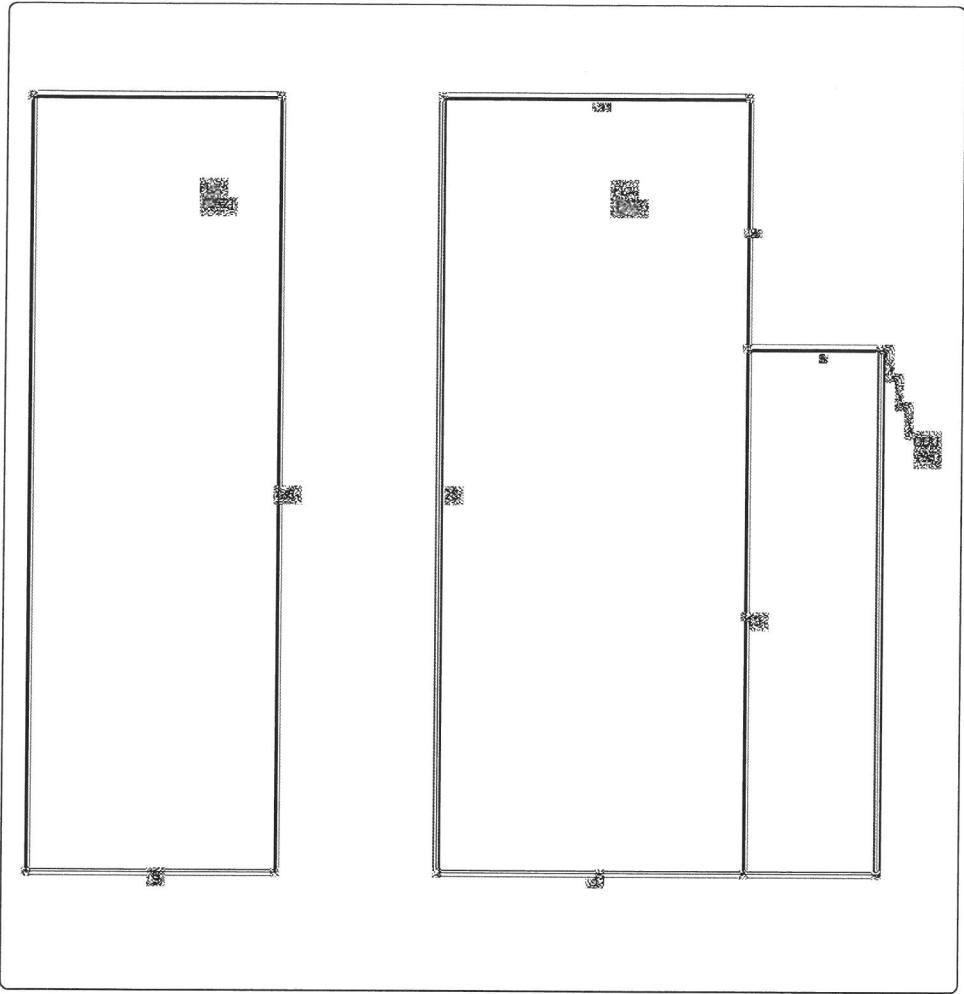
Number	Date Issued	Date Completed	Amount	Permit Type	Notes
17-2268	7/6/2017	3/26/2018	\$171,000	Commercial	REMOVE 5120 SQ PT 5/4 DECKING AND REPLACE WITH 5/4 X 6 IPE DECKING. REPAIR OR REPLACE JOISTS AS NECESSARY. REPAIR X BRACING UNDER PIERS AS NEEDED.
15-3426	8/21/2015	5/7/2017	\$3,500	Commercial	Provide and install plumbing complete as per plans for ADA bathrooms - 2 w.c., 2 wall hung lavatorie
15-0363	2/6/2015	2/5/2017	\$4,800		REPAIR PILLINGS AND DECK ON FUEL DOCK
14-5286	11/18/2014	12/22/2014	\$500	Commercial	REPAIR CONDUIT ON ROOF
14-3247	7/11/2014	10/17/2014	\$128,000	Commercial	APPLY 175sf OF HYDRO STUD PREMIUM COAT ROOF MAINTENANCE COATING SYSTEM TO FLAT DECK.
13-2077	6/4/2013	12/31/2013	\$52,000	Commercial	INSTALL NATIONAL ACCOUNT LIGHT FIX W/ASSOCIATED BRANCH CIRCUITRY, BOXES LIGHTING CONTROL, AND OVER-CURRENT PROTECTION. INSTALL 600A SERVICE ENTRANCE W/ASSOCIATED CONDUIT SYSTEM, FEEDERS, GROUNDING, PANEL BOARDS, AND OVER-CURRENT PROTECTION. INSTALLATION OF POWER FOR CONGALAS, HVAC, GROUND OUTLETS. INSTALL CONDUIT SYSTEM WITH PULL STRING AND BOXES FOR TELE/DATA/POS SYSTEM.
13-2061	5/17/2013	12/31/2013	\$41,500	Commercial	INSTALL A NEW AUTOMATIC FIRE SPRINKLER SYSTEM THROUGHOUT NEW CONSTRUCTION OF BUILDING.
13-1997	5/16/2013	12/31/2013	\$90,000	Commercial	INSTALL 8 6-TON UNITS W/46 DROPS & 2 EXHAUST FANS.
13-2079	5/9/2013	12/31/2013	\$168,000	Commercial	135 SQ ROOFING
13-0389	4/19/2013	12/31/2013	\$54,000	Commercial	REVISION: CHANGE LOCATION OF 1 STORM DRAIN. CAHNGE FOOTING DETAIL TO RETENTION AREAS.
12-4512	4/17/2013	12/31/2013	\$1,504,000	Commercial	BUILD NEW COMMERCIAL RETAIL 13,500 S.F. AS PER PLANS (DOESN'T INCLUDE ROOFING, PLUMBING, ELECTRICAL OR MECHANICAL)
13-0988	3/14/2013	12/31/2013	\$287,000	Commercial	INSTALL PILINGS & FOOTINGS
13-0666	2/21/2013	12/31/2013	\$26,800	Commercial	INSTALL PLUMBING FOR 2-ADA TOILETS, 2-ADA LAV SINKS, 1-KITCHEN SINK, 1-MOP SINK, AND 1-W/H. INSTALL 6 ROOF DRAINS AND TEMINATE 10' OUTSIDE OF BUILDING
13-0389	2/6/2013	12/31/2013	\$45,000	Commercial	DEMO ONLY WINDOWS, STAIRS, BRICK PAVERS. CLEAR SITE OF PLANTS PER TREE COMM
08-0055	1/25/2008	1/25/2008	\$40,000	Commercial	REPLACE APPROX. 16,649 CF OF POSSIBLE REMMANT PETROLEUM IMPACTED SOIL
4221	4/11/2007	4/11/2007	\$0	Commercial	ISSUED C/O
06-6070	11/7/2006	12/21/2006	\$4,500	Commercial	SHELL CO FOR COMMERCIAL UNIT 400SF AND ELECTRIC
06-6072	11/7/2006	12/21/2006	\$2,300	Commercial	INSTALL 6 NEW OUTLETS, SMOKE DETECTOR, HANGING LITES
06-5364	10/17/2006	12/21/2006	\$2,000	Commercial	INSTALL SIX OUTLETS AND EXIST LITE'
06-5362	10/16/2006	12/21/2006	\$5,700	Commercial	BUILD-OUT 400SF OFFICE SPACE . METAL STUD WALLS21"x6"
06-4525	9/22/2006	11/7/2006	\$3,000	Commercial	INSTALL WATERLINE & DRAIN
06-4524	8/8/2006	11/7/2006	\$13,250	Commercial	INTERIOR BUILD - OUT OF RETAIL SPACE WORK ONLY INSULATION, DRYWALL
06-4526	8/8/2006	11/7/2006	\$5,000	Commercial	INSTALL 14 LIGHT FIXTURES
03-3374	9/23/2003	12/15/2003	\$3,000	Commercial	BIKE PARKING PAVERS
02-3128	5/13/2003	10/28/2003	\$20,000		ADD 2 DRAINS
03-1293	4/28/2003	10/28/2003	\$23,000	Commercial	INSTALL 4 GREASE HOODS
03-1295	4/28/2003	10/28/2003	\$1,700	Commercial	INSTALL FIRE SPRINKLERS
02-3128	4/9/2003	10/28/2003	\$80,000		NEW ELECTRICAL-MONTY'S
02-3128	3/6/2003	7/23/2003	\$235,000		INTERIOR FINISH
02-3128	1/27/2003	10/28/2003	\$648,000	Commercial	ROOF, INTERIOR & ELECTRICAL - MONTY'S
03-2519	1/27/2003	1/27/2004	\$30,200	Commercial	A/C
02-3360	12/19/2002	12/12/2002	\$1,970	Commercial	INSTALL SIGN
02-2643	12/11/2002	12/12/2002	\$1		LANDSCAPING LAYOUT
02-3181	12/9/2002	12/12/2002	\$7,000	Commercial	PAINT
02-2541	11/13/2002	12/12/2002	\$55,500	Commercial	ELECTRIC UPDATE
01-2286	7/30/2002	12/12/2002	\$3,228,400	Commercial	NEW INDUSTRIAL

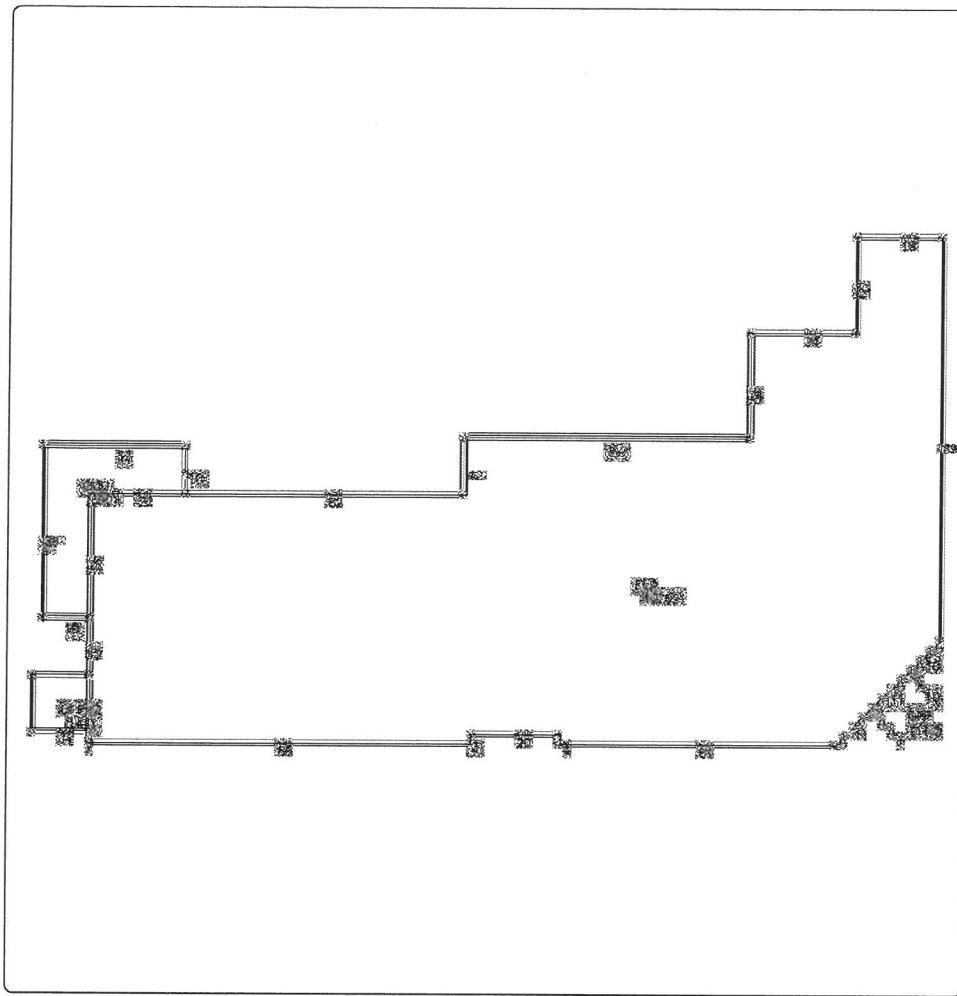
01-3208	2/26/2002	12/12/2002	\$2,500,000	Commercial	POOL & SPA COM. 77X113
01-2265	6/12/2001	12/12/2002	\$66,000	Commercial	ELECTRIC
01-2080	5/25/2001	12/12/2002	\$100,000	Commercial	FOUNDATION
01-0584	3/1/2001	12/12/2002	\$116,000	Commercial	STORE BUILD OUT
99-3570	10/19/1999	12/15/1999	\$48,000		ELECTRICAL
99-2306	9/27/1999	10/25/1999	\$73,404		RENOVATIONS WEIGHT STATIO
9801740	6/2/1998	11/2/1998	\$5,000		ELECTRICAL
9801334	4/23/1998	11/2/1998	\$4,000		ELECTRICAL
9604613	12/24/1997	11/2/1998	\$18,500		BATH HOUSE & RESTROOMS
97-0220	1/29/1997	11/2/1998	\$1,961		ROOF
97-0222	1/29/1997	11/2/1998	\$4,000		PLUMBING
9700182	1/24/1997	11/2/1998	\$2,000		ELECTRICAL
9604787	12/17/1996	11/2/1998	\$95,000		NEW STRUCTURE
9604422	11/1/1996	11/1/1996	\$1,500	Commercial	ELECTRIC
96-3705	9/1/1996	11/1/1996	\$50,000	Commercial	PLUMBING
96-3313	8/1/1996	11/1/1996	\$1,500	Commercial	SIGN
96-3318	8/1/1996	11/1/1996	\$21,000	Commercial	RENOVATIONS
96-1878	5/1/1996	11/1/1996	\$5,000	Commercial	FENCE
9601488	4/1/1996	11/2/1998	\$55,000	Commercial	PLUMBING
96-1470	4/1/1996	11/1/1996	\$250	Commercial	SIGN
96-1597	4/1/1996	11/1/1996	\$1,170	Commercial	FIRE ALARM
96-1669	4/1/1996	11/1/1996	\$2,800	Commercial	FENCE
96-1765	4/1/1996	11/1/1996	\$1,500	Commercial	ELECTRIC
96-1163	3/1/1996	11/1/1996	\$120,000	Commercial	TANKS
96-0684	2/1/1996	11/1/1996	\$10,000	Commercial	ELECTRIC
96-0890	2/1/1996	11/1/1996	\$8,000	Commercial	ELECTRIC
B954326	12/1/1995	11/1/1996	\$12,000	Commercial	ROOF OVER FUEL CONTAINMEN
E954124	11/1/1995	11/1/1996	\$2,000	Commercial	ELECTRICAL
B953062	9/1/1995	11/1/1996	\$45,000	Commercial	FUEL CONTAINMENT BLDG

View Tax Info[View Taxes for this Parcel](#)**Sketches (click to enlarge)**

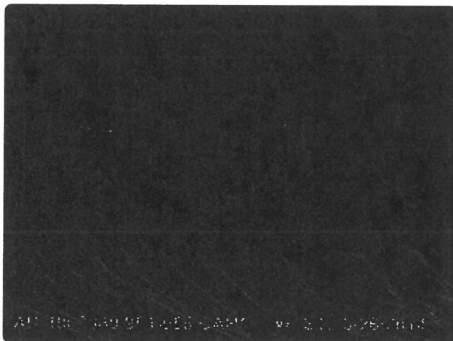




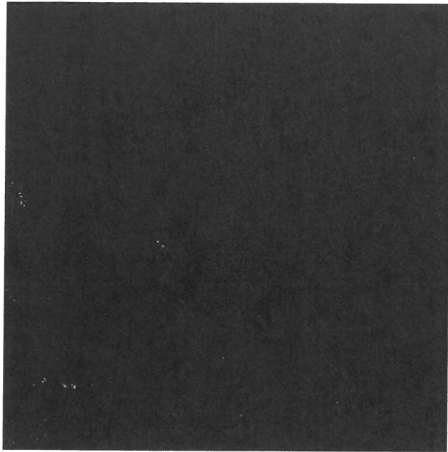




Photos



Map



TRIM Notice

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2019 Notices Only

No data available for the following modules: Buildings, Mobile Home Buildings, Exemptions.

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

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Developed by

Version 2.3.62

Return to: (Enclose self addressed stamped envelope)

Name: STONES & CARDENAS
Address: 221 Simonton Street
Key West, FL 33040

**MONROE COUNTY
OFFICIAL RECORDS**

**FILE #1107635
BK#1560 PG#56**

This Instrument Prepared By:

STONES & CARDENAS
221 Simonton Street
Key West, FL 33040
(305) 294-0252

**RCD Feb 10 1999 08:52AM
DANNY L KOLHAGE, CLERK
DEED DOC STAMPS 49000.00
02/10/1999 PP DEP CLK**

Grantee Name & E.I.N..

Conch Harbor Marina Associates Ltd.: XXXXXXXXXX

WARRANTY DEED

THIS INDENTURE made this 29th day of January, 1999, by and between KEY WEST CONCH HARBOR, INC., a Florida corporation, whose address is 830 Eaton Street, Key West, Florida, 33040, as Grantor, and CONCH HARBOR MARINA ASSOCIATES, LTD., a Florida limited partnership, whose address is 300 Alton Road, Ste. 303, Miami Beach, FL 33139, as Grantee,

WITNESSETH: that the said Grantor, for and in consideration of the sum of Ten and no/100 (\$10.00) Dollars and other good and valuable consideration to said Grantor, in hand paid, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said Grantee, its successors, heirs, and assigns forever, the following described property, situate lying and being in the County of Monroe, State of Florida, to wit:

PARCEL 1:

BEGINNING at the intersection formed by the Northwesterly line of Caroline Street with the Southwesterly line of Grinnell Street, Key West, Florida;

Thence South 55 degrees 00' West along the Northwesterly line of Caroline Street aforesaid, a distance of 251.12 feet; Thence North 34 degrees 42' West, a distance of 144.26 feet; Thence North 54 degrees 46' East, a distance of 29.25 feet; Thence North 35 degrees 02' West, a distance of 208.03 feet to a point; Thence North 55 degrees 18' East, a distance of 221.87 feet more or less to a point; Thence South 35 degrees 02' East, a distance of 351.4 feet to the point of beginning.

PARCEL 2:

A parcel of submerged land lying and being in Section 31, Township 68 South, Range 25 East, Island of Key West, Monroe County, Florida and being more particularly described as follows:

Commencing at the intersection of the Southwesterly Right-of-Way line of

FILE #1107635
BK#1560 PG#57

Grinnell Street and the Northwesterly Right-of-Way line of Caroline Street;
thence N 35°00' 00" W along the said Southwesterly Right-of-Way line of
Grinnell Street for 351.85 feet to the outside face of a concrete seawall, and the
Key West Bight to the POINT OF BEGINNING;

Thence continue N 35°00' 00" W along the Northeasterly riparian line for 497.93
feet; thence S 55°24' 25" W along a line 50 feet Northwesterly of and parallel
with a dock for 221.53 feet; thence S 35°02' 00" E along the Southwesterly
riparian line for 498.49 feet to the said concrete seawall; thence N 55°15' 42" E
along the said outside face of a concrete seawall for 221.24 feet to the POINT OF
BEGINNING.

SUBJECT TO: Taxes for the year 1999 and subsequent years.

SUBJECT TO: All easements, reservations, exceptions and restrictions of record,
provided that the reference to said matters herein shall not reimpose same.

SUBJECT TO: Zoning and building regulations applicable to the property.

SUBJECT TO: That certain easement and agreement dated December 29, 1993,
by and between Chevron U.S.A., Inc., and Key West Conch Harbor, Inc.,
recorded on December 30, 1993, at Official Records Book 1287, Page 278, of the
Public Records of Monroe County, Florida, relating to, among other things,
environmental assessment and remedial work to be performed by Chevron U.S.A.,
Inc., on the Property.

The land described herein may not be used for residential, educational or hospital
purposes.

Property Appraiser's Parcel Identification No.: 00002970-000000

TOGETHER with all the tenements, hereditaments and appurtenances, with every
privilege, right, title, interest and estate, reversion, remainder and easement thereunto belonging
or in anywise appertaining, including any rights of way, alleys, strips or gores, if any:

TO HAVE AND TO HOLD the same in fee simple forever.

AND the said Grantor does hereby covenant with said Grantee that the said Grantor is
lawfully seized of the said property; that it is free of all encumbrances except as above stated;
that it has good right and lawful authority to sell the same; and that the said Grantee shall have
quiet enjoyment thereof. The said Grantor does hereby fully warrant the title to said property,
and will defend the same against the lawful claims of all persons whomsoever.

FILE #1107635
BK#1560 PG#58

IN WITNESS WHEREOF, Grantor has hereunto set Grantor's hand and seal the day and year first above written.

Signed, sealed and delivered
 in the presence of:

KEY WEST CONCH HARBOR, INC.
 a Florida corporation

By:

A. FREDERICK SKOMP, President

Rudolph F. Rodriguez
 Signature of Witness

RUDOLPH F. RODRIGUEZ
 Printed Name of Witness

Barbara N. McDowell
 Signature of Witness

BARBARA N. MCDOWELL
 Printed Name of Witness

STATE OF FLORIDA:
 COUNTY OF MONROE:

I HEREBY CERTIFY that on this day personally appeared before me, an officer duly authorized to administer oaths and take acknowledgments, KEY WEST CONCH HARBOR, INC., by and through its President, A. FREDERICK SKOMP, who is personally known to me to be the individual described in and who executed the foregoing instrument, or who produced personally known, as identification, and he acknowledged before me that he executed the same freely and voluntarily on behalf of the corporation for the purposes therein expressed.

WITNESS my hand and official seal at Key West, County of Monroe, and State of Florida, this 29th day of January, 1999.

Susan M. Cardenas
 Printed Name of Notary

Susan M. Cardenas
 NOTARY PUBLIC

My Commission Expires



**MONROE COUNTY
 OFFICIAL RECORDS**