#P26079

KEY HAVEN ESTATES

AKA LUJAN LTD. PARTNERSHIP

PRELIMINARY PLAT (OVER 6 LOTS)

Additional Info Added to File #P26079

(F)

STATE OF FLORIDA

DEPARTMENT OF COMMUNITY AFFAIRS

"Dedicated to making Florida a better place to call home"

JEB BUSH
Governor

THADDEUS L. COHEN, AIA
Secretary

May 27, 2005

Monroe County
Timothy J. McGarry, AICP
Director of Growth Management
2798 Overseas Highway, #410
Marathon FL 33050

Re: Resolution #085-2005 - Key Haven Estates, Ltc.

Dear Mr. McGarry:

The Department Field Office has received your request for a letter stating that the Department will not appeal the above resolution. The Department will not appeal this resolution pursuant to Section 380.07, Florida Statutes. While the Department will not appeal this development order under its statutory authority, the development order is still subject to the local administrative appeal provisions.

This letter is not intended to constitute, and shall not be construed as constituting, a verification of compliance with the Comprehensive Plan and Land Development Regulations, and shall not be relied upon as a precedent or a waiver of rights regarding any other development order.

Sincerely,

RJetton

Rebecca Jetton, Administrator
Florida Keys Area of Critical State Concern

c: Monroe County Building Department

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PLANNING DEPT.

2555 SHUMARD OAK BOULEVARD • TALLAHASSEE, FLORIDA 32399-2100
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Internet address: http://www.dca.state.fl.us

CRITICAL STATE CONCERN FIELD OFFICE
2796 Overseas Highway, Suite 212
Marathon, FL 33050-2227
(305) 289-2402

COMMUNITY PLANNING
2555 Shumard Oak Boulevard
Tallahassee, FL 32399-2100
(850) 488-2356

EMERGENCY MANAGEMENT
2555 Shumard Oak Boulevard
Tallahassee, FL 32399-2100
(850) 413-9969

HOUSING & COMMUNITY DEVELOPMENT
2555 Shumard Oak Boulevard
Tallahassee, FL 32399-2100
(850) 488-7956

BEFORE THE STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION

STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION,	)	IN THE OFFICE OF THE SOUTH DISTRICT
Complainant,	)	
vs.	)	OGC FILE NO.05-2023-44-DW
Key Haven Utility Corporation	)	
Respondent.	)	

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CONSENT ORDER

This Consent Order is entered into between the State of Florida Department of Environmental Protection ("Department") and Key Haven Utility Corporation ("Respondent") wastewater treatment facility to reach settlement of certain matters at issue between the Department and Respondent.

The Department finds and the Respondent admits the following:

1. The Department is the administrative agency of the State of Florida having the power and duty to protect Florida's air and water resources and to administer and enforce the provisions of Chapter 403, Florida Statutes (F.S.), and the rules promulgated thereunder, Title 62, Florida Administrative Code (F.A.C.). The Department has jurisdiction over the matters addressed in this Consent Order.
2. Respondent is a person within the meaning of Section 403.031(5), F.S.
3. Respondent is the owner of and is responsible for the operation of the Key Haven Utility wastewater treatment facility, a 0.20 million gallons per day (MGD) extended aeration process wastewater treatment facility ("Facility") with chlorinated effluent to six Class V injection wells. The Facility is located on Key Haven Road, Key West, Florida 33040, Latitude: 24° 34' 23" N, Longitude: 81° 44' 08" W.
4. Respondent operates the Facility under Department permit number [illegible], which expires on February 11, 2008.

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D.E.P. - SOUTH DISTRICT

5. During an inspection conducted on April 14, 2005, Department personnel observed the Facility to be operating in an upset condition. The clarifier was discharging heavy solids, and the chlorine contact tank contained an accumulation of wastewater solids, indicating that a release of improperly treated wastewater to the Class V wells had occurred. Respondent violated F.A.C. 62-600.410(6), which requires that all facilities and equipment necessary for the treatment, reuse, and disposal of domestic wastewater or domestic wastewater residuals shall be maintained at a minimum so as to function as intended.

6. Respondent violated F.A.C. Rule 62-604.130(5), which requires the collection system to be maintained in a condition that will enable the intended function. A review of the file and information from the Respondent's wastewater operator indicated that the chronic operational problems observed at the Facility are due to high flows and salt water caused by infiltration of ground water into the collection system.

7. Having reached a resolution of the matter the Department and the Respondent mutually agree and it is

ORDERED:

Respondent shall comply with the following corrective actions within the stated time periods:

8. Within **five (5) days** of entry into this Order, Respondent shall retain a Florida professional engineer, certified in the State of Florida for the purpose of:

   a. Evaluating the subject Facility and sewage collection system to discover the cause or causes of the noncompliance.

   b. Designing modifications of the Facility and sewage collection systems to ensure these systems are in full and consistent compliance with all applicable rules of the Department.

   c. Completing an application for a Department wastewater permit to construct the modifications listed in subparagraph b, above, if such a permit is required.

   d. Overseeing the construction of any modifications to the facility and/or collection system.

e. Submitting to the Department an engineer's certification of completion stating that the construction of modifications to Facility and/or the collection system have been constructed in accordance with the provisions of the wastewater permit(s) referenced in Subparagraph 8.c, above, if applicable.

f. Providing all requested information in writing within **thirty (30) days** after receipt of such a request in the event the Department requires additional information in order to process the wastewater permit application listed in Subparagraph 8.c, above.

9. Within **sixty (60) days** of the effective date of this order, Respondent shall submit to the Department an engineer's report containing the results of the evaluation referenced in **Subparagraph 8a**. This report shall be signed and sealed by the Engineer, and shall include the results of the facility evaluation, any smoke testing of the collection system, the results of any television inspections performed and recommended modifications referenced in **Subparagraph 8b**.

10. Within **sixty (60) days** of the effective date of this order, Respondent shall submit to the Department an application or applications for permits to construct the modifications referenced in **Subparagraph 8b** if applicable.

11. Within **one hundred and eighty (180) days** after the permits authorizing the construction of any modifications to the facility and collection system are issued, Respondent shall complete the construction of the modifications referenced in the Engineer's report, and submit an engineer's Certification of Completion of Construction for the modifications.

12. Within **one hundred eighty (180) days** of the effective date of this Order, Respondent shall complete any modifications referenced in the Engineer's report which do not require a Department permit, and shall submit an engineer's signed and sealed report of completion.

13. In the event of a sale or conveyance of the facility or of the property upon which the facility is located, if all of the requirements of this Consent Order have not been fully satisfied, Respondent shall, at least 30 days prior to the sale or conveyance of the property or facility, (1) notify the Department of such sale or conveyance, (2) provide the name and address of the

purchaser, or operator, or person(s) in control of the facility, and (3) provide a copy of this Consent Order with all attachments to the new owner. The sale or conveyance of the facility, or the property upon which the facility is located shall not relieve the Respondent of the obligations imposed in this Consent Order.

14. Within thirty (30) days of the effective date of this Consent Order, Respondent shall pay the Department $1000.00 settlement of the matters addressed in this Consent Order. This amount includes $500.00 in civil penalties and $500.00 for costs and expenses incurred by the Department during the investigation of this matter and the preparation and tracking of this Consent Order. Payment shall be made by cashier's check or money order. The instrument shall be made payable to the "Department of Environmental Protection" and shall include thereon the OGC number assigned to this Consent Order and the notation "Ecosystem Management and Restoration Trust Fund". Payment shall be sent to the Department of Environmental Protection, South District, P.O. Box 2549, Fort Myers, Florida 33902-2549.

15. Respondent agrees to pay the Department stipulated penalties in the amount of $100.00 per day for each and every day Respondent fails to timely comply with any of the requirements of **Paragraphs 8 through 14** of Order of this Consent. A separate stipulated penalty shall be assessed for each violation of this Consent Order. Within 30 days of written demand from the Department, Respondent shall make payment of the appropriate stipulated penalties to "The Department of Environmental Protection" by cashier's check or money order and shall include thereon the OGC number assigned to this Consent Order and the notation "Ecosystem Management and Restoration Trust Fund." Payment shall be sent to the Department of Environmental Protection, South District, P.O. Box 2549, Fort Myers, Florida 33902-2549. The Department may make demands for payment at any time after violations occur. Nothing in this Paragraph shall prevent the Department from filing suit to specifically enforce any terms of this Consent Order. Any penalties assessed under this Paragraph shall be in addition to the settlement sum agreed to in **Paragraph 14** of this Consent Order. If the Department is required to file a lawsuit to recover stipulated penalties under this Paragraph, the Department

will not be foreclosed from seeking civil penalties for violations of this Consent Order in an amount greater than the stipulated penalties due under this Paragraph.

16 If any event, including administrative or judicial challenges by third parties unrelated to the Respondent, occurs which causes delay or the reasonable likelihood of delay, in complying with the requirements of this Consent Order, Respondent shall have the burden of proving the delay was or will be caused by circumstances beyond the reasonable control of the Respondent and could not have been or cannot be overcome by Respondent's due diligence. Economic circumstances shall not be considered circumstances beyond the control of Respondent, nor shall the failure of a contractor, subcontractor, materialman or other agent (collectively referred to as "contractor") to whom responsibility for performance is delegated to meet contractually imposed deadlines be a cause beyond the control of Respondent, unless the cause of the contractor's late performance was also beyond the contractor's control. Upon occurrence of an event causing delay, or upon becoming aware of a potential for delay, Respondent shall notify the Department orally within 24 hours or by the next working day and shall, within seven calendar days of oral notification to the Department, notify the Department in writing of the anticipated length and cause of the delay, the measures taken or to be taken to prevent or minimize the delay and the timetable by which Respondent intends to implement these measures. If the parties can agree that the delay or anticipated delay has been or will be caused by circumstances beyond the reasonable control of Respondent, the time for performance hereunder shall be extended for a period equal to the agreed delay resulting from such circumstances. Such agreement shall adopt all reasonable measures necessary to avoid or minimize delay. Failure of Respondent to comply with the notice requirements of this Paragraph in a timely manner shall constitute a waiver of Respondent's right to request an extension of time for compliance with the requirements of this Consent Order.

17. Persons who are not parties to this Consent Order, but whose substantial interests are affected by this Consent Order, have a right, pursuant to Sections 120.569 and 120.57, Florida Statutes, to petition for an administrative hearing on it. The Petition must contain the

information set forth below and must be filed (received) at the Department's Office of General Counsel, 3900 Commonwealth Boulevard, MS# 35, Tallahassee, Florida 32399-3000 within 21 days of receipt of this notice. A copy of the Petition must also be mailed at the time of filing to the District Office named above at the address indicated. Failure to file a petition within the 21 days constitutes a waiver of any right such person has to an administrative hearing pursuant to Sections 120.569 and 120.57, Florida Statutes.

(a) The petition shall contain the following information:

(b) The name, address, and telephone number of each petitioner; the Department's Consent Order identification number and the county in which the subject matter or activity is located;

(c) A statement of how and when each petitioner received notice of the Consent Order;

(d) A statement of how each petitioner's substantial interests are affected by the Consent Order;

(e) A statement of the material facts disputed by petitioner, if any;

(f) A statement of facts which petitioner contends warrant reversal or modification of the Consent Order;

(g) A statement of which rules or statutes petitioner contends require reversal or modification of the Consent Order;

(h) A statement of the relief sought by petitioner, stating precisely the action petitioner wants the Department to take with respect to the Consent Order.

If a petition is filed, the administrative hearing process is designed to formulate agency action. Accordingly, the Department's final action may be different from the position taken by it in this Notice. Persons whose substantial interests will be affected by any decision of the Department with regard to the subject Consent Order have the right to petition to become a party to the proceeding. The petition must conform to the requirements specified above and be filed (received) within 21 days of receipt of this notice in the Office of General Counsel at the above address of the Department. Failure to petition within the allowed time frame constitutes a waiver of any right such person has to request a hearing under Sections 120.569 and

120.57, Florida Statutes, and to participate as a party to this proceeding. Any subsequent intervention will only be at the approval of the presiding officer upon motion filed pursuant to Rule 28-106.205, Florida Administrative Code.

A person whose substantial interests are affected by the Consent Order may file a timely petition for an administrative hearing under Sections 120.569 and 120.57, Florida Statutes, or may choose to pursue mediation as an alternative remedy under Section 120.573, Florida Statutes, before the deadline for filing a petition. Choosing mediation will not adversely affect the right to a hearing if mediation does not result in a settlement. The procedures for pursuing mediation are set forth below.

Mediation may only take place if the Department and all the parties to the proceeding agree that mediation is appropriate. A person may pursue mediation by reaching a mediation agreement with all parties to the proceeding (which include the Respondent, the Department, and any person who has filed a timely and sufficient petition for a hearing) and by showing how the substantial interests of each mediating party are affected by the Consent Order. The agreement must be filed in (received by) the Office of General Counsel of the Department at 3900 Commonwealth Boulevard, MS #35, Tallahassee, Florida 32399-3000, within 10 days after the deadline as set forth above for the filing of a petition.

The agreement to mediate must include the following:

(a) The names, addresses, and telephone numbers of any persons who may attend the mediation;

(b) The name, address, and telephone number of the mediator selected by the parties, or a provision for selecting a mediator within a specified time;

(c) The agreed allocation of the costs and fees associated with the mediation;

(d) The agreement of the parties on the confidentiality of discussions and documents introduced during mediation;

(e) The date, time, and place of the first mediation session, or a deadline for holding the first session, if no mediator has yet been chosen;

(f) The name of each party's representative who shall have authority to settle or recommend settlement; and

FEB 13 2006

(g) Either an explanation of how the substantial interests of each mediating party will be affected by the action or proposed action addressed in this notice of intent or a statement clearly identifying the petition for hearing that each party has already filed, and incorporating it by reference.

(h) The signatures of all parties or their authorized representatives.

As provided in Section 120.573, Florida Statutes, the timely agreement of all parties to mediate will toll the time limitations imposed by Sections 120.569 and 120.57, Florida Statutes, for requesting and holding an administrative hearing. Unless otherwise agreed by the parties, the mediation must be concluded within sixty days of the execution of the agreement. If mediation results in settlement of the administrative dispute, the Department must enter a final order incorporating the agreement of the parties. Persons whose substantial interests will be affected by such a modified final decision of the Department have a right to petition for a hearing only in accordance with the requirements for such petitions set forth above, and must therefore file their petitions within 21 days of receipt of this notice. If mediation terminates without settlement of the dispute, the Department shall notify all parties in writing that the administrative hearing processes under Sections 120.569 and 120.57, Florida Statutes, remain available for disposition of the dispute, and the notice will specify the deadlines that then will apply for challenging the agency action and electing remedies under those two statutes.

18. Respondent shall allow all authorized representatives of the Department access to the property and facility at reasonable times for the purpose of determining compliance with the terms of this Consent Order and the rules and statutes of the Department.

19. All submittals and payments required by this Consent Order to be submitted to the Department shall be sent to the Florida Department of Environmental Protection, South District, P.O. Box 2549, Fort Myers, Florida 33902-2549.

20. This Consent Order is a settlement of the Department's civil and administrative authority arising under Florida law to resolve the matters addressed herein. This Consent Order is not a settlement of any criminal liabilities which may arise under Florida law, nor is it a settlement of any violation which may be prosecuted criminally or civilly under federal law.

FEB 18 2003

21. The Department hereby expressly reserves the right to initiate appropriate legal action to prevent or prohibit any violations of applicable statutes, or the rules promulgated thereunder that are not specifically addressed by the terms of this Consent Order.

22. The terms and conditions set forth in this Consent Order may be enforced in a court of competent jurisdiction pursuant to Sections 120.69 and 403.121, Florida Statutes. Failure to comply with the terms of this Consent Order shall constitute a violation of Section 403.161(1)(b), Florida Statutes.

23. Respondent is fully aware that a violation of the terms of this Consent Order may subject Respondent to judicial imposition of damages, civil penalties up to $10,000.00 per day per violation, and criminal penalties.

24. Entry of this Consent Order does not relieve Respondent of the need to comply with applicable federal, state or local laws, regulations or ordinances.

25. No modifications of the terms of this Consent Order shall be effective until reduced to writing and executed by both Respondent and the Department.

26. Respondent acknowledges and waives its right to an administrative hearing pursuant to Sections 120.569 and 120.57, Florida Statutes, on the terms of this Consent Order. Respondent acknowledges its right to appeal the terms of this Consent Order pursuant to Section 120.68, Florida Statutes, and waives that right upon signing this Consent Order.

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FEB 18 2008

27. This Consent Order is a final order of the Department pursuant to Section 120.52(7), Florida Statutes, and it is final and effective on the date filed with the Clerk of the Department unless a Petition for Administrative Hearing is filed in accordance with Chapter 120, Florida Statutes. Upon the timely filing of a petition this Consent Order will not be effective until further order of the Department.

1/31/06
DATE

FOR THE RESPONDENT:

WAYNE LUJAN
PRESIDENT

Do not write below this line. For DEP use only.

DONE AND ORDERED this _____ day of _____, 2006, in Lee County, Florida.

STATE OF FLORIDA DEPARTMENT
OF ENVIRONMENTAL PROTECTION

Jon M. Iglehart
Director of
District Management

FILED, on this date, pursuant to §120.52 Florida Statutes, with the designated Department Clerk, receipt of which is hereby acknowledged.

Clerk

Date

FEB 13 2006

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D.E.P. - SOUTH DISTRICT

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Rick Milelli, P.E.
Project Engineer

201 Front Street, Suite 207
Key West, Florida 33040
(305) 293-3263
Fax (305) 296-3927

Email: rmilelli@histourictours.com

TRANSMITTAL LETTER

Date: June 14, 2006

To: Clarence Feagin, P.h.D., AICP
Monroe County Planning Department
2798 Overseas Highway
Suite 400
Marathon, FL 33050

From: Rick Milelli, P.E.
HTA
201 Front Street, Suite 207
Key West, FL 33050

Re: Key Haven Estates and Enchanted Island: Preliminary Plat
Key Haven, Florida

Dear Mr. Feagin:

I am submitting seven (7) signed and sealed large format copies and ten (10) 11x17 copies of the Key Haven Estates and Enchanted Island Plat for your use.

Please call me if you have any questions.

Sincerely,

Rick Milelli, P.E.
Project Engineer

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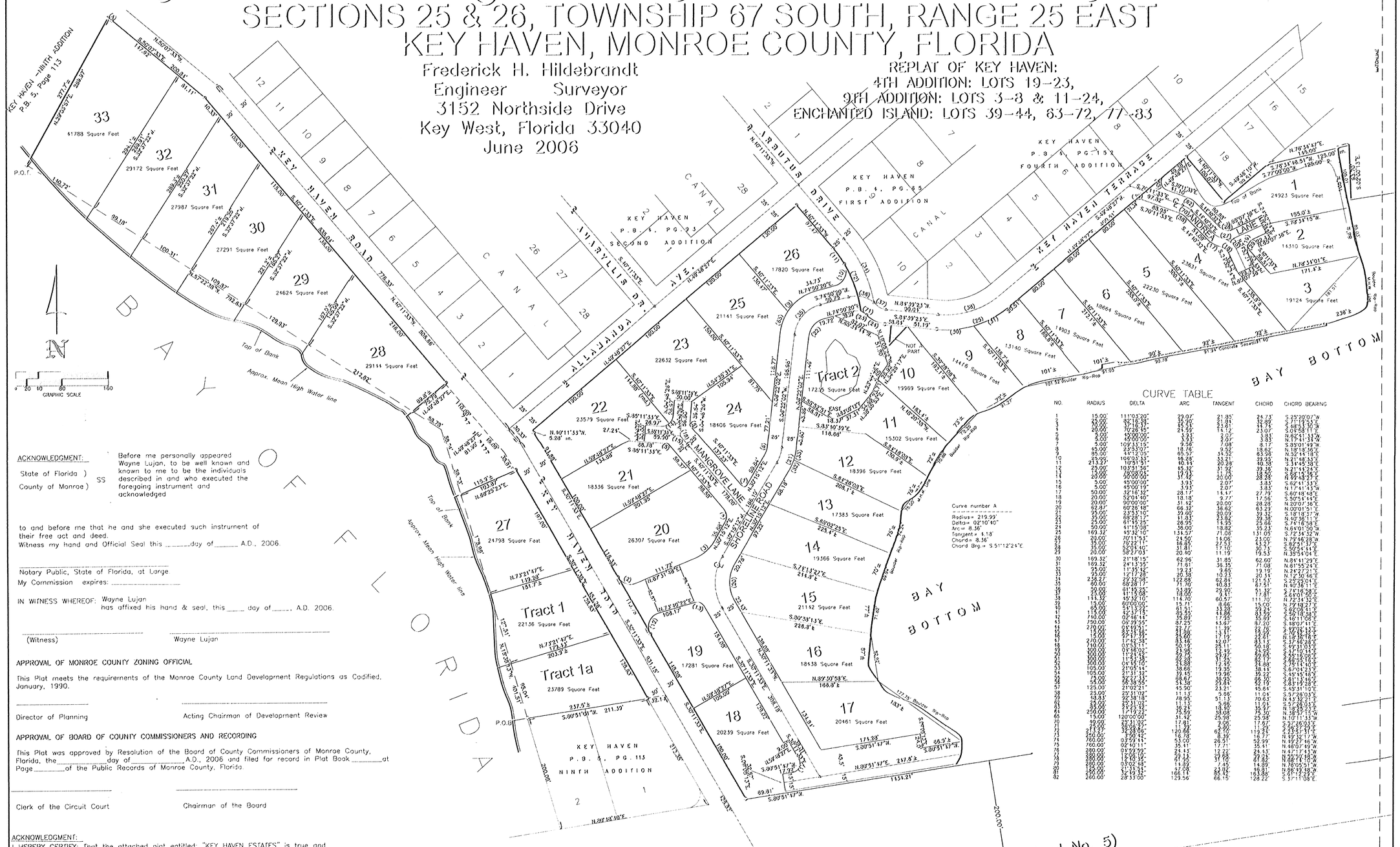
YANKEE FREEDOM II • SAN DIEGO SEALS • SAN DIEGO OLD TOWN MARKET
BOSTON TEA PARTY SHIP & MUSEUM SM • DC DUCKS • GHOSTS & GRAVESTONES SM

PLAT OF KEY HAVEN ESTATES

SECTIONS 25 & 26, TOWNSHIP 67 SOUTH, RANGE 25 EAST
KEY HAVEN, MONROE COUNTY, FLORIDA

Frederick H. Hildebrandt
Engineer Surveyor
3152 Northside Drive
Key West, Florida 33040
June 2006

REPLAT OF KEY HAVEN:
4TH ADDITION: LOTS 19-23,
9TH ADDITION: LOTS 3-8 & 11-24,
ENCHANTED ISLAND: LOTS 39-44, 63-72, 77-83



CURVE TABLE

NO.	RADIUS	DELTA	ARC	TANGENT	CHORD	CHORD BEARING
1	15.00'	111°03'20"	29.07'	21.85'	24.73'	S 25°20'07"W
2	15.00'	92°18'19"	24.16'	15.81'	21.63'	S 71°13'32"E
3	70.00'	19°38'45"	23.99'	12.09'	23.87'	S 06°58'11"E
4	20.00'	70°08'10"	24.48'	14.12'	23.01'	S 01°58'11"E
5	5.00'	45°00'00"	3.93'	2.07'	3.83'	N 62°41'43"W
6	5.00'	45°00'00"	3.93'	2.07'	3.83'	N 17°41'43"W
7	5.00'	109°33'15"	9.56'	7.08'	8.17'	S 85°01'49"W
8	45.00'	23°33'07"	18.76'	9.52'	18.62'	N 18°18'36"E
9	95.00'	43°12'05"	69.97'	34.22'	63.39'	S 85°01'49"W
10	25.00'	108°03'33"	48.48'	33.21'	39.93'	N 21°18'33"E
11	213.27'	10°51'39"	40.44'	20.29'	40.38'	N 31°45'36"E
12	25.00'	103°51'38"	45.32'	31.72'	39.38'	N 21°45'24"E
13	15.00'	45°00'00"	12.02'	6.75'	11.72'	N 22°15'03"E
14	20.00'	90°00'00"	31.42'	20.00'	28.28'	N 69°43'23"E
15	5.00'	45°00'00"	3.93'	2.07'	3.83'	S 62°41'43"E
16	5.00'	45°00'19"	3.93'	2.07'	3.83'	N 17°41'43"W
17	50.00'	32°16'32"	28.17'	14.47'	27.79'	S 60°49'43"E
18	20.00'	52°01'40"	18.18'	9.77'	17.56'	S 50°51'14"E
19	20.00'	90°00'00"	31.42'	20.00'	28.28'	N 20°07'36"E
20	92.87'	60°35'18"	98.32'	56.62'	93.79'	N 00°01'51"E
21	25.00'	23°33'10"	10.60'	20.00'	10.52'	S 18°18'37"W
22	25.00'	89°28'17"	39.03'	23.92'	35.18'	N 10°36'11"E
23	25.00'	61°15'25"	26.95'	14.95'	25.68'	S 74°16'58"E
24	50.00'	41°15'08"	36.00'	18.82'	35.23'	N 64°01'50"W
25	189.32'	43°32'10"	131.37'	71.08'	131.05'	S 72°34'32"W
26	20.00'	70°11'51"	24.50'	14.04'	23.00'	N 79°46'29"W
27	12.00'	102°22'11"	18.85'	12.50'	16.47'	S 82°21'34"E
28	15.00'	69°54'40"	18.31'	11.10'	17.20'	S 30°54'44"E
29	20.00'	58°27'03"	20.40'	11.19'	19.53'	N 35°54'04"E
30	189.32'	21°18'15"	62.96'	31.85'	62.60'	N 84°41'29"E
31	189.32'	24°13'55"	71.81'	36.35'	71.08'	N 81°55'24"E
32	25.00'	11°35'12"	12.73'	6.65'	12.19'	N 24°27'21"E
33	15.00'	12°17'28"	3.22'	10.31'	20.31'	N 12°30'46"E
34	258.27'	28°32'39"	122.88'	62.81'	121.67'	S 25°22'24"E
35	60.00'	69°28'17"	71.70'	40.83'	67.51'	N 40°36'11"E
36	20.00'	81°15'25"	28.35'	17.32'	26.00'	S 71°16'58"E
37	20.00'	43°12'18"	14.00'	7.41'	13.67'	S 64°01'50"E
38	111.32'	31°12'10"	60.57'	31.12'	59.80'	N 72°24'17"E
39	15.00'	60°00'00"	15.71'	8.66'	15.00'	N 79°18'27"E
40	60.00'	31°31'42"	33.29'	17.03'	32.87'	S 82°33'16"E
41	113.00'	32°17'15"	63.63'	32.56'	62.79'	S 46°18'38"E
42	140.00'	02°46'14"	15.69'	7.84'	15.69'	S 46°11'06"E
43	290.00'	08°39'55"	87.25'	43.67'	87.20'	S 18°07'41"E
44	270.00'	08°19'51"	39.77'	19.92'	39.66'	S 18°03'13"E
45	15.00'	49°31'16"	12.96'	7.51'	12.56'	S 10°16'13"E
46	15.00'	67°11'18"	17.59'	10.11'	16.60'	S 32°38'38"E
47	270.00'	17°42'39"	83.46'	42.07'	83.13'	S 17°16'28"E
48	110.00'	23°53'11"	45.86'	23.11'	45.53'	S 49°11'03"E
49	300.00'	01°16'02"	6.63'	3.32'	6.63'	S 41°10'14"E
50	300.00'	11°21'49"	59.49'	29.77'	59.39'	S 35°21'43"E
51	300.00'	11°58'18"	62.68'	31.42'	62.57'	S 23°55'16"E
52	300.00'	21°38'12"	113.32'	57.32'	112.65'	S 36°14'40"E
53	105.00'	21°05'14"	38.66'	19.55'	38.44'	S 67°04'23"E
54	105.00'	21°11'12"	38.81'	19.66'	38.60'	S 45°01'04"E
55	12.00'	42°17'43"	8.86'	4.65'	8.66'	S 31°13'46"E
56	55.00'	58°38'58"	56.30'	30.84'	53.88'	S 63°38'28"E
57	125.00'	21°02'21"	45.90'	23.21'	45.64'	S 43°31'10"E
58	25.00'	52°11'09"	11.53'	5.96'	11.01'	S 57°28'03"E
59	19.83'	52°38'18"	18.95'	5.13'	10.63'	S 43°32'12"E
61	33.00'	47°31'09"	11.13'	5.88'	11.01'	S 57°28'03"E
62	33.00'	30°22'41"	10.49'	5.37'	10.37'	N 18°23'23"E
64	250.00'	17°19'27"	75.59'	38.08'	75.30'	N 18°57'15"W
65	15.00'	120°00'00"	31.42'	25.98'	25.98'	N 10°11'13"W
70	10.00'	93°31'09"	17.81'	9.95'	17.67'	S 57°28'03"E
71	23.00'	30°06'24"	11.23'	5.75'	11.09'	N 18°23'23"E
72	213.27'	32°28'06"	120.86'	62.10'	119.23'	S 23°51'31"E
73	250.00'	3°49'42"	16.78'	8.39'	16.77'	N 10°32'17"W
74	760.00'	03°59'14"	53.00'	26.51'	52.99'	N 19°27'16"W
75	760.00'	02°40'11"	35.41'	17.71'	35.41'	N 46°07'49"W
76	280.00'	01°52'22"	9.14'	12.23'	24.43'	N 47°17'43"W
77	280.00'	12°03'19"	61.13'	30.73'	61.03'	N 38°19'18"W
78	280.00'	15°03'19"	73.65'	37.10'	73.43'	N 22°17'18"W
79	280.00'	03°02'48"	14.89'	7.45'	14.89'	N 06°45'43"W
80	145.00'	51°31'43"	87.09'	46.92'	84.21'	N 26°29'38"W
81	290.00'	32°49'13"	166.12'	85.12'	163.89'	N 17°13'13"W
82	260.00'	28°33'05"	129.56'	66.15'	128.22'	S 37°11'58"E

Curve number A

Radius= 219.99'
Delta= 02°10'40"
Arc= 8.36'
Tangent= 4.18'
Chord= 8.36'
Chord Brg.= S 51°12'24"E

ACKNOWLEDGMENT:

State of Florida)
SS
County of Monroe)

Before me personally appeared Wayne Lujan, to be well known and known to me to be the individuals described in and who executed the foregoing instrument and acknowledged

to and before me that he and she executed such instrument of their free act and deed.
Witness my hand and Official Seal this _____day of_____ A.D., 2006.

Notary Public, State of Florida, at Large
My Commission expires: _____

IN WITNESS WHEREOF: Wayne Lujan has affixed his hand & seal, this ____ day of____, A.D. 2006.

(Witness) Wayne Lujan

APPROVAL OF MONROE COUNTY ZONING OFFICIAL

This Plat meets the requirements of the Monroe County Land Development Regulations as Codified, January, 1990.

Director of Planning — Acting Chairman of Development Review

APPROVAL OF BOARD OF COUNTY COMMISSIONERS AND RECORDING

This Plat was approved by Resolution of the Board of County Commissioners of Monroe County, Florida, the_____day of_____A.D., 2006 and filed for record in Plat Book _____at Page_____of the Public Records of Monroe County, Florida.

Clerk of the Circuit Court — Chairman of the Board

ACKNOWLEDGMENT:
I HEREBY CERTIFY: That the attached plat entitled: "KEY HAVEN ESTATES" is true and correct representation of the lands as recently surveyed and platted under my responsible supervision, that the survey data shown on said plat complies with the applicable requirements of Chapter 177, Laws of the State of Florida, A.D. 1971, that the permanent reference monuments were set in accordance with Section 177.091 (7) of said Chapter 177, and further that the permanent controls points shall be set within one year from the date this plat is recorded in accordance with Section 177.091 (8) of said Chapter 177.

FREDERICK H. HILDEBRANDT, P.E., P.L.S.
Professional Land Surveyor & Mapper No. 2749
Professional Engineer No. 36810
State of Florida
Date: 6/19/06

RECEIVED
JUN 15 2006
MONROE CO. PLANNING DEPT.

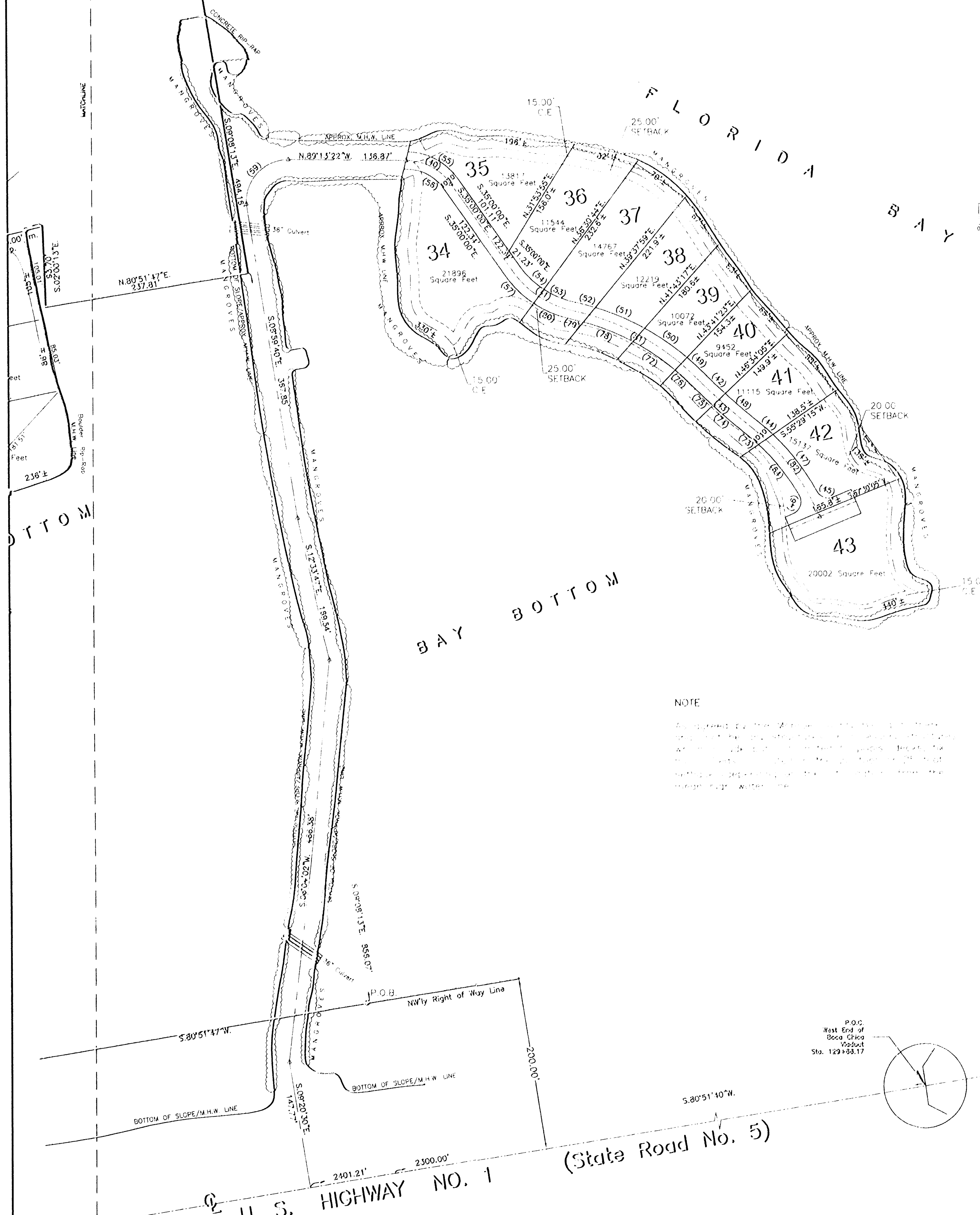
NOTICE TO LOT PURCHASERS AND ALL OTHER CONCERNED INDIVIDUALS

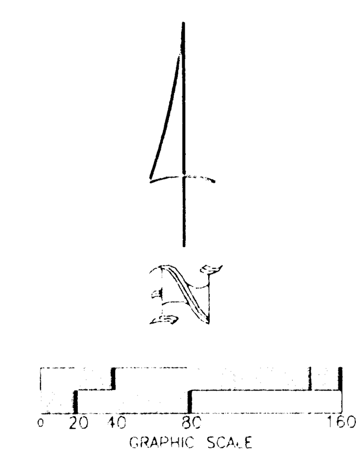
Purchase of a platted lot shown hereon confers no right to build any structure on such lot, nor to use the lot for any particular purpose, nor to develop the lot. The development or use of each lot is subject to, and restricted by, the goals, objectives, and policies of the adopted comprehensive plan and land development regulations implementing the plan; therefore, no building permits shall be issued by the County unless the proposed development complies with the comprehensive plan and land development regulations.

FLOOD MAP INFORMATION:
Map Number 12087C1528 K
Map Revised February 18, 2005
Site Lies in Flood Zone AE 9

Note: Square Footage of Lots extends to shoreline.

PLAT OF KEY HAVEN ESTATES





SURVEYOR'S NOTES:

1. Denotes Permanent Reference Monument, P.L.S. No. 2749
2. ▲ Denotes Permanent Control Point, P.L.S. No. 2749
3. Denotes 1/2" I.P., P.L.S. No. 2749 set
4. North arrow and bearings based on F.D.O.T. R/W Map
5. Bench Mark , R-397 , Elev. 8.234
6. denotes existing elevation, based on M.S.L., N.G.V.D. 1929 dATUM

Abbreviations.

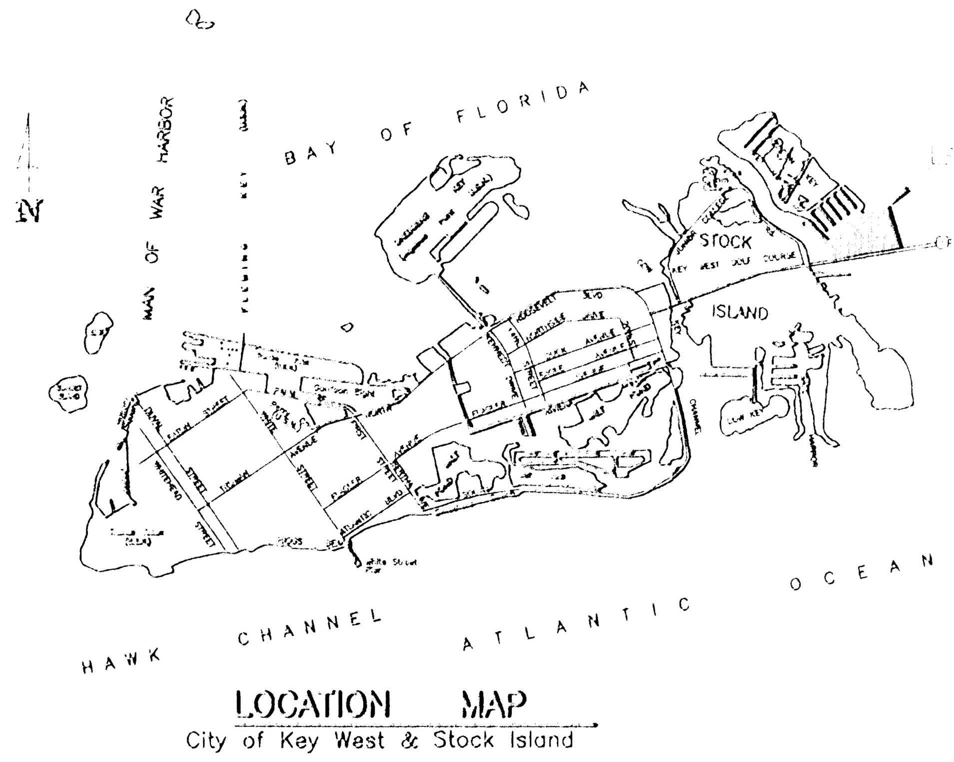
Sty. = *Story*	*o/h* = *Overhead*
R/W = *Right-of-Way*	*u/g* = *Underground*
fd. = *Found*	*F.FL.* = *Finish Floor Elevation*
p = *Plat*	*L.B* = *Low Beam*
m = *Measured*	*Rad* = *Radial*
M.H.W. = *Mean High Water*	*irr* = *Irregular*
O.R = *Official Records*	*conc* = *concrete*
Sec = *Section*	*I.P.* = *Iron Pipe*
Twp. = *Township*	*I.B.* = *Iron Bar*
Rge. = *Range*	*℄* = *Baseline*
N.T.S = *Not to Scale*	*C.B* = *Concrete Block*
℄ = *Centerline*	*C.B.S.* = *Concrete Block Stucco*
Elev. = *Elevation*	*cov'd* = *Covered*
B.M. = *Bench Mark*	*P.I* = *Point of Intersection*
P.C. = *Point of Curvature*	*wd.* = *Wood*
P.T. = *Point of Tangency*	*R* = *Radius*
P.O.C = *Point of Commence*	*A* = *Arc (Length)*
P.O.B = *Point of Beginning*	*Δ* = *Delta, (Central angle)*
P.B. = *Plat Book*	*w.m.* = *Water Meter*
pg. = *page*	*Bal* = *Balcony*
Elec = *Electric*	*Pl* = *Planter*
Tel = *Telephone*	*Hydr* = *Fire Hydrant*
Enck = *Encroachment*	*F.W* = *Fire Well*
[illegible]	*C.E* = *Conservation Easement*
C.L.F = *Chain Link Fence*	
A/C = *Air Conditioner*	

FLOOD MAP INFORMATION:
Map Number 12087C1528 K
Map Revised February 13, 2005
Site lies in Flood Zone AE 9

Description

Being a part of Section 25, Township 67 South, Range 25 East, in Monroe County, Florida and more particularly described as follows: COMMENCING at the West end of the Boca Chica Viaduct, S.R.D., station 129 plus 66.17 run Southwesterly along the centerline of State highway No. 5 for a distance of [illegible] feet to a point, thence at a right angle for a distance of 200 [illegible] feet to the Northwesterly Right of Way Line of [illegible] highway No. 1 [illegible] Beginning; thence S 80°51'47" W a distance of 1434.21 feet; thence N 30°11'33" W a distance of 753.[illegible] feet; thence N 40°11'33" W a distance of 4.83 feet; thence N 49°48'27" E a distance of 600.00 feet; thence S 40°11'33" E a distance of 97.47 feet to a point on a curve to the right, having: a radius of 213.27 feet, a central angle of 32°28'06", a tangent length of 62.10 feet, a chord bearing of S.23°57'31"E. and a chord length of 119.24 feet; thence along the arc of said curve, an arc length of 120.86 feet to a point on a curve to the right, having: a radius of 25.00 feet, a central angle of 26°06'27", a tangent length of 5.80 feet, a chord bearing of S.56°27'29"E. and a chord length of 11.29 feet; thence along the arc of said curve, an arc length of 11.39 feet to the point of reverse curvature of a curve to the left, having: a radius of 50.00 feet, a central angle of 41°15'08", a tangent length of 18.82 feet, a chord bearing of S.64°01'50"E. and a chord length of 35.23 feet; thence along the arc of said curve, an arc length of 36.00 feet; thence S 84°39'23" E a distance of 90.03 feet to a point on a curve to the left, having: a radius of 169.32 feet, a central angle of 45°32'10", a tangent length of 71.06 feet, a chord bearing of S.72°34'32"W. and a chord length of 131.05 feet; thence along the arc of said curve, an arc length of 134.57 feet; thence N 49°48'27" E a distance of 400.51 feet; thence S 40°11'33" E a distance of 100.07 feet; thence N 49°46'10" E a distance of 99.51 feet; thence N 76°34'47" E a distance 145.00 feet; thence S 02°00'13" E a distance of 93.70 feet; thence N 80°51'47" E a distance of 237.81 feet; thence S 09°08'13" E a distance of 856.07 feet back to the Point of Beginning.

Parcel, not including Bay Bottom, contains 610,265 square feet, or 14.0 acres, more or less.



LOCATION MAP
City of Key West & Stock Island

NOTICE TO LOT PURCHASERS AND ALL OTHER CONCERNED INDIVIDUALS

Purchase of a platted lot shown hereon confers no right to build any structure on such lot, nor to use the lot for any particular purpose, nor to develop the lot. The development or use of each lot is subject to, and restricted by, the goals, objectives, and policies of the adopted comprehensive plan and land development regulations implementing the plan; therefore, no building permits shall be issued by the County unless the proposed development complies with the comprehensive plan and land development regulations.

Legal Description. Shoreline

Being a part of Section 25, Township 67 South, Range 25 East, in Monroe County, Florida and more particularly described as follows: COMMENCING at the West end of the Boca Chica Viaduct, S.R.D., station 129 plus 66.17 run Southwesterly along the centerline of State highway No. 5 for a distance of 3689.36 feet to the centerline of Key Haven Boulevard: thence N 30°11'33" W a distance of 426.82 feet; thence S 80°51'01" W a distance of 269.6'± to the shoreline and Point of Beginning; thence N.05°23'21"W., a distance of 6.29 feet; thence N.08°02'46"W., a distance of 8.34 feet, thence N.17°29'46"W., a distance of 21.93 feet; thence N.19°46'37"W., a distance of 33.99 feet; thence N.13°37'11"W., a distance of 35.36 feet; thence N.08°14'13"W., a distance of 11.57 feet; thence N.03°35'59"W., a distance of 15.44 feet; thence N.02°48'23"W., a distance of 33.25 feet; thence N.02°11'24"W., a distance of 13.05 feet, thence N.02°17'28"W., a distance of 10.13 feet; thence N.08°44'00"W., a distance of 16.11 feet; thence N.17°18'13"W., a distance of 38.38 feet; thence N.23°03'47"W., a distance of 26.96 feet; thence N.21°50'03"W., a distance of 20.22 feet, thence N.14°34'40"W., a distance of 20.05 feet; thence N.15°4[illegible]'05"W., a distance of 13.39 feet; thence N.20°00'14"W., a distance of 16.89 feet; thence N.[illegible]'04"W., a distance of 19.3[illegible] feet; thence N.20°32'20"W., a distance of [illegible] feet; thence N.[illegible]36'28"W., a distance of 14.76 feet, thence [illegible] a distance of 15.89 feet, thence N.[illegible]'4[illegible]"W., a distance of 4.33 feet, thence N.58°17'30"W., a distance of 12.48 feet, thence N.28°59'35"W., a distance of 16.73 feet, thence N.28°27'35"W., a distance of 14.59 feet, thence N.47°27'45"W., a distance of 12.05 feet, thence N.45°42'29"W., a distance of 11.50 feet, thence N.27°52'17"W., a distance of 15.10 feet; thence N.26°01'34"W., a distance of 16.95 feet; thence N.36°17'24"W., a distance of 17.07 feet; thence N.52°43'22"W., a distance of 2.93 feet; thence N.72°28'37"W., a distance of 1.69 feet; thence N.72°02'01"W., a distance of 3.17 feet; thence N.58°10'37"W., a distance of 12.55 feet; thence N.56°56'22"W., a distance of 13.71 feet; thence N.62°52'23"W., a distance of 15.63 feet; thence N.63°35'17"W., a distance of 20.94 feet; thence N.64°26'46"W., a distance of 20.42 feet; thence N.65°36'29"W., a distance of 18.48 feet; thence N.73°13'31"W., a distance of 12.57 feet; thence N.75°51'03"W., a distance of 21.92 feet; thence N.66°18'26"W., a distance of 17.21 feet; thence N.56°56'38"W., a distance of 20.87 feet; thence N.44°04'51"W., a distance of 11.34 feet; thence N.16°08'14"W., a distance of 11.32 feet; thence N.33°28'13"W., a distance of 14.03 feet; thence N.67°24'28"W., a distance of 14.84 feet; thence N.68°10'32"W., a distance of 18.32 feet; thence N.58°17'14"W., a distance of 17.70 feet; thence N.57°58'07"W., a distance of 19.44 feet; thence N.67°06'05"W., a distance of 24.36 feet; thence N.74°22'18"W., a distance of 24.57 feet; thence N.74°25'44"W., a distance of 26.11 feet; thence N.67°30'56"W., a distance of 26.27 feet; thence N.57°18'36"W., a distance of 69.99 feet; thence N.51°38'01"W., a distance of 107.25 feet; thence N.49°09'27"W., a distance of 16.49 feet; thence N.48°49'45"W., a distance of 44.44 feet; thence N.46°13'30"W., a distance of 63.33 feet; thence N.40°57'01"W., a distance of 85.33 feet to the Point of Terminus.

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http://www.historictours.com

Rick Milelli, P.E.
Project Engineer

201 Front Street, Suite 207
Key West, Florida 33040
(305) 293-3263
Fax (305) 296-3927

Email: rmilelli@histourictours.com

TRANSMITTAL LETTER

Date: May 24, 2006

To: Clarence Feagin
Monroe County Planning Department
2798 Overseas Highway, Suite 400
Marathon, FL 33050

From: Rick Milelli, P.E.
HTA
201 Front Street, Suite 207
Key West, FL 33050

Re: Landings at Key Haven and Enchanted Island: Preliminary Plat
Key Haven, Florida

Please see the enclosed coordination letters from Keys Energy Services and the Key Haven Utility Corporation for the proposed Landings at Key Haven and Enchanted Island Development. I also enclosed letters from me to the Monroe County Fire Marshal's office and to the Florida Department of Environmental Protection.

Please call me if you have any questions.

Sincerely,

Rick Milelli, P.E.
Project Engineer

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http://www.historictours.com

Rick Milelli, P.E.
Project Engineer

201 Front Street, Suite 207
Key West, Florida 33040
(305) 293-3263
Fax (305) 296-3927

Email: rmilelli@histourictours.com

TRANSMITTAL LETTER

Date: April 25, 2006

To: Captain Steve Zavalney
Captain Fire Prevention Bureau
Monroe County Fire Marshal
490 63rd Street
Marathon, FL 33050

From: Rick Milelli, P.E.
HTA
201 Front Street, Suite 207
Key West, FL 33050

Re: Landings at Key Haven and Enchanted Island: Preliminary Plat
Key Haven, Florida

Please see the attached Utility Plan for the proposed Landings at Key Haven and Enchanted Island Development. The proposed and existing fire hydrants are circled in red.

The Monroe County Planning Department is requesting a coordination letter from the Monroe County Fire Marshal regarding this project. This is a requirement of Policy 101.19.2 of the 2010 Comprehensive Plan and Item 6: *Covenants and Location Map, 7: Letters of Coordination, and Subdivision Improvements Cost Estimates*.

Please call me if you have any questions.

Sincerely,

Rick Milelli, P.E.
Project Engineer

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MONROE CO. PLANNING DEPT.

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KEY HAVEN UTILITY CORPORATION
1104 Truman Avenue
Key West, FL 33040
Telephone 305-296-7077 Fax 305-293-0629

December 22, 2005

Monroe County Planning Department
2798 Overseas Highway, Suite 410
Marathon, FL 33050-2227

Re: Key Haven Estates, Ltd.

To Whom It May Concern:

This letter is to advise that Key Haven's wastewater treatment facility has adequate capacity to allow the connection of 43 residential units and a commercial area as permitted by the Monroe County Development Agreement on Key Haven and Enchanted Island.

Sincerely,

A. Wayne Lujan
President

AWL:awl

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MAY 25 2006
MONROE CO. PLANNING DEPT.

(305) 295-1000
1001 James Street
PO Box 6100
Key West, FL 33041-6100
www.KeysEnergy.com

UTILITY BOARD OF THE CITY OF KEY WEST

December 19, 2005

Mr. Rick Milelli
Historic Tours of America
201 Front Street, Ste 224
Key West, FL 33040

RE: Key Haven Estates LLC

Dear Mr. Milelli:

This is to acknowledge that the above mentioned party has begun a coordination process with Keys Energy Services (Keys).

KEYS' Engineering Section requests that they be provided with a ***full set of plans and a Project Review Form*** (separate form for each new meter) for the referenced project.

These *plans* are necessary in order for us to ensure that there is adequate service for your project, as well as our existing, surrounding customers.

Please return the *full set of plans and the Project Review Form* to one of our Customer Accounts Representatives.

Should you have any questions, please contact me at 295-1082.

Sincerely,

Mark Garcia
Customer Accounts Representative

MG/sh

c:
M. Alfonso, Supervisor of Engineering
File: CUS-200

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MAY 25 2006
MONROE CO. PLANNING DEPT.

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Rick Milelli, P.E.
Project Engineer

201 Front Street, Suite 207
Key West, Florida 33040
(305) 293-3263
Fax (305) 296-3927

Email: rmilelli@histourictours.com

May 24, 2006

Steve Johnson
Florida Department of Environmental Protection
2796 Overseas Hwy Ste 221
Marathon, FL 33050

RE: Key Haven Estates Plat
Key Haven, Florida

Dear Mr. Johnson:

On behalf of Key Haven Estates Ltd., I am respectfully requesting a coordination letter from the Department of Environmental Protection (DEP) for the proposed Key Haven Estates Development, which will consist of 43 single family homes (see attached site plans). The coordination letter is a requirement of the Monroe County plat process. The proposed development will be served by the existing wastewater treatment plant (WWTP) located on Key Haven Road (FLD 044-227439). The existing WWTP has sufficient capacity to handle the sewage from the proposed development, which will be approximately 0.013 million gallons per day (MGD) average daily flow and 0.039 MGD peak daily flow. The permitted capacity of the existing WWTP is 0.2 MGD.

As shown on the attached Discharge Monitoring Reports for the existing WWTP for February and March 2006, the maximum flow for February 2006 was 0.102 MGD and 0.134 MGD for March 2006, which is well below the permitted capacity. In addition, the Key Utility Corporation has made significant progress in eliminating infiltration and inflow to the WWTP from the existing sewage collection system.

We would appreciate a letter from DEP stating that the existing WWTP has sufficient capacity for the proposed development. If you have any questions or need additional information, please call me.

Sincerely,

5/24/06

Richard J. Milelli, FL P.E. #58315
Project Engineer

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MAY 25 2006
MONROE CO. PLANNING DEPT.

Cc: Clarence Feagin, Monroe County Planning Department

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YANKEE FREEDOM II • SAN DIEGO SEALS • SAN DIEGO OLD TOWN MARKET
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DEPARTMENT OF ENVIRONMENTAL PROTECTION DISCHARGE MONITORING REPORT - PART A

FDEP LIMITS (REPLACES MOR FORM)

PERMITTEE NAME: KeyHaven Utility
MAILING ADDRESS: 1104 Truman Avenue
Key West, Fl 33040

FACILITY: **Key Haven**
LOCATION: Key Haven Road

ATTN: Wayne Lujan **KEY100**

PERMIT NUMBER: DO44-227439
MONITORING PERIOD: **Month / Year: February 2006**
LIMIT: Final **GROUP: Domestic**
CLASS SIZE: Minor GMS #:
FACILITY ID: 5244000469 **DISCHARGE POINT #:**
TEST SITE: **WAFR SYSTEM ID #:**
PLANT SIZE/TREATMENT TYPE: EA/D3
TYPE OF EFFLUENT DISPOSAL: U001

Please read instructions before completing this form.

*** NO DISCHARGE [ ] ***

Parameter STORET CODE		Quantity or Loading Average	Maximum	Units	Quality or Concentration Minimum	Average	Maximum	Units	No. Ex.	Frequency of Analysis	Sample Type
FLOW	Sample Measurement	0.07261	0.10200	(03) MGD	*******	*********	*********	*******	0	7 / 7	GRAB
50053 MONTHLY AVERAGE DAILY	Permit Requirement	REPORT MONTHLY AVERAGE	0.2 PERMITTED CAPACITY	MGD	*******	*********	*********	*******		SEE PERMIT	SEE PERMIT
CBOD5, INFLUENT	Sample Measurement	*********	********	*******	*******	265.00	305.00	(19) mg/L	0	2 /30	GRAB
INFLUENT GROSS VALUE	Permit Requirement	*********	********	*******	*******	REPORT MONTHLY AVG.	REPORT DAILY MAX.	mg/L		SEE PERMIT	SEE PERMIT
TSS, INFLUENT	Sample Measurement	*********	********	*******	*******	328.00	472.00	(19) mg/L	0	2 /30	GRAB
INFLUENT GROSS VALUE	Permit Requirement	*********	********	*******	*******	REPORT MONTHLY AVG.	REPORT DAILY MAX.	mg/L		SEE PERMIT	SEE PERMIT
CBOD5, EFFLUENT 80082	Sample Measurement	*********	********	*******	*******	2.75	2.80	(19) mg/L	0	2 /30	GRAB
EFFLUENT GROSS VALUE	Permit Requirement	*********	********	*******	*******	REPORT MONTHLY AVG.	REPORT DAILY MAX.	mg/L		SEE PERMIT	SEE PERMIT
TSS, EFFLUENT 900201	Sample Measurement	*********	********	*******	*******	6.60	7.20	(19) mg/L	0	2 /30	GRAB
EFFLUENT GROSS VALUE	Permit Requirement	*********	********	*******	*******	REPORT MONTHLY AVG.	REPORT DAILY MAX.	mg/L		SEE PERMIT	SEE PERMIT
COLIFORM, FECAL 31616	Sample Measurement	*********	********	*******	9.30	<20	<20	(13)	0	2 /30	GRAB
EFFLUENT GROSS VALUE	Permit Requirement	*********	********	*******	REPORT WEEKLY AVG	REPORT MONTHLY AVG.	REPORT DAILY MAX.	#/25mL		SEE PERMIT	GRAB

I certify under penalty of law that I have personally examined and am familiar with the information submitted herein: and based on my inquiry of those individuals immediately responsible for obtaining the information, I believe the submitted information is true, accurate and complete. I am aware that are significant penalties for submitting false information including the possibilty of fine and imprisonment

NAME/TITLE OF PRINCIPAL EXECUTIVE OFFICER OR AUTHORIZED AGENT (Type or Pr	SIGNATURE OF PRINCIPAL EXECUTIVE OFFICER OR AUTHORIZED	TELEPHONE NO.	DATE (YY/MM/DD)
DAVE EVANS		305-852-5103	

COMMENT AND EXPLANATION OF ANY VIOLATIONS (Reference all attachments here): (Attach additional sheets if necessary.)
Tn/Tp Parameters analyzed by Sanders Laboratory. Fl. DOH Certified # E84380
DEP Form 62-620.910(10), effective November 29, 1994

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MAY 25 2006
MONROE CO. PLANNING DEPT.

DAILY SAMPLE RESULTS - PART B

FACILITY ID: 5244000469 Key Haven

Month / Year: February 2006

Three-month Average Daily Flow: 0.0660

Daily Flow % of Permitted Capacity: 34.01%

Days of the Month	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31
Flow (MGD)	0.0720	0.0870	0.1020	0.0830	0.1020	0.0830	0.0940	0.0940	0.0940	0.0800	0.0800	0.0750	0.0750	0.0700	0.0700	0.0740	0.0670	0.0680	0.0530	0.0575	0.0700	0.0620	0.0840	0.0675	0.0650	0.0720	0.0111	0.0620			
Chlorine Residual after Contact(mg/L as Cl2)	2.4	3.5	3.0			3.0	3.5	2.1	3.0	3.0			3.0	1.4	4.0	2.1	4.0			3.0	1.8	2.1	2.2	3.0			1.6	2.8			
CBOD5 Influent (mg/L as O2)								305.0														225.0									
TSS Influent (mg/L)								472.0														184.0									
CBOD5 Effluent (mg/L as O2)								2.8														2.7									
TSS Effluent (mg/L)								7.2														6.0									
NO3 Effluent (mg/L as N)																															
Total N Effluent (mg/L as N)								1.1														3.7									
Fecal Coliform (#/100ML)								<20														<20									
pH effluent (SU)	7.2	7.1	7.1			7.1	7.1	7.2	7.1	7.1			7.0	7.1	7.0	7.0	7.1			7.1	7.1	7.2	7.2	7.1			7.1	7.1			
Total Phosphorus (mg/L)								2.54														2.20									
TYPE OF SAMPLE (C=COMPOSITE, G=GRAB)								G														G									
TIME OF SAMPLE								10:15														10:30									
INFLUENT TN (Quarterly)																															
INFLUENT TP (Quarterly)																															

PLANT STAFFING

Day Shift Operator	Class:	Certificate No.:		Name:
Evening Shift Operator	Class: N/A	Certificate No.:	N/A	Name: N/A
Evening Shift Operator	Class:	Certificate No.:		Name:
Night Shift Operator	Class: N/A	Certificate No.:	N/A	Name: N/A
Lead Operator	Class: C	Certificate No.: C9747		Name: Dave Oakes

Type of Effluent Disposal or Reclaimed Water Reuse: BORE HOLES

Limited Wet Weather Discharge Activated: Yes: No: Not Applicable: X If Yes, cumulative days of wet weather discharge:

*Attach additional sheets if necessary to list all certified operators.

DEP Form 62-620.910(10), Effective November 29, 1994

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DEPARTMENT OF ENVIRONMENTAL PROTECTION DISCHARGE MONITORING REPORT - PART A

FDEP LIMITS (REPLACES MOR FORM)

PERMITTEE NAME: KeyHaven Utility
MAILING ADDRESS: 1104 Truman Avenue
Key West, Fl 33040

FACILITY: **Key Haven**
LOCATION: Key Haven Road

ATTN: Wayne Lujan **KEY100**

PERMIT NUMBER: DO44-227439
MONITORING PERIOD: **Month / Year: March 2006**
LIMIT: Final **GROUP: Domestic**
CLASS SIZE: Minor GMS #:
FACILITY ID: 5244000469 **DISCHARGE POINT #:**
TEST SITE: **WAFR SYSTEM ID #:**
PLANT SIZE/TREATMENT TYPE: EA/D3
TYPE OF EFFLUENT DISPOSAL: U001

Please read instructions before completing this form.

*** NO DISCHARGE [ ] ***

Parameter STORET CODE		Quantity or Loading Average	Maximum	Units	Quality or Concentration Minimum	Average	Maximum	Units	No. Ex.	Frequency of Analysis	Sample Type
FLOW	Sample Measurement	0.07855	0.13400	(03) MGD	*******	*********	*********	*******	0	7 / 7	GRAB
50053 MONTHLY AVERAGE DAILY	Permit Requirement	REPORT MONTHLY AVERAGE	0.2 PERMITTED CAPACITY	MGD	*******	*********	*********	*******		SEE PERMIT	SEE PERMIT
CBOD5, INFLUENT	Sample Measurement	*********	********	*******	*******	182.50	210.00	(19) mg/L	0	2 /30	GRAB
INFLUENT GROSS VALUE	Permit Requirement	*********	********	*******	*******	REPORT MONTHLY AVG.	REPORT DAILY MAX.	mg/L		SEE PERMIT	SEE PERMIT
TSS, INFLUENT	Sample Measurement	*********	********	*******	*******	98.00	120.00	(19) mg/L	0	2 /30	GRAB
INFLUENT GROSS VALUE	Permit Requirement	*********	********	*******	*******	REPORT MONTHLY AVG.	REPORT DAILY MAX.	mg/L		SEE PERMIT	SEE PERMIT
CBOD5, EFFLUENT 80082	Sample Measurement	*********	********	*******	*******	2.95	3.00	(19) mg/L	0	2 /30	GRAB
EFFLUENT GROSS VALUE	Permit Requirement	*********	********	*******	*******	REPORT MONTHLY AVG.	REPORT DAILY MAX.	mg/L		SEE PERMIT	SEE PERMIT
TSS, EFFLUENT 900201	Sample Measurement	*********	********	*******	*******	9.40	13.20	(19) mg/L	0	2 /30	GRAB
EFFLUENT GROSS VALUE	Permit Requirement	*********	********	*******	*******	REPORT MONTHLY AVG.	REPORT DAILY MAX.	mg/L		SEE PERMIT	SEE PERMIT
COLIFORM, FECAL 31616	Sample Measurement	*********	********	*******	9.30	<20	<20	(13)	0	2 /30	GRAB
EFFLUENT GROSS VALUE	Permit Requirement	*********	********	*******	REPORT WEEKLY AVG	REPORT MONTHLY AVG.	REPORT DAILY MAX.	#/25mL		SEE PERMIT	GRAB

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I certify under penalty of law that I have personally examined and am familiar with the information submitted herein; and based on my inquiry of those individuals immediately responsible for obtaining the information, I believe the submitted information is true, accurate and complete. I am aware that are significant penalties for submitting false information including the possibilty of fine and imprisonment

NAME/TITLE OF PRINCIPAL EXECUTIVE OFFICER OR AUTHORIZED AGENT (Type or Pr	SIGNATURE OF PRINCIPAL EXECUTIVE OFFICER OR AUTHORIZED	TELEPHONE NO.	DATE (YY/MM/DD)
DAVE EVANS		305-852-5103	

COMMENT AND EXPLANATION OF ANY VIOLATIONS (Reference all attachments here): (Attach additional sheets if necessary.)
Tn/Tp Parameters analyzed by Sanders Laboratory. Fl. DOH Certified # E84380
DEP Form 62-620.910(10), effective November 29, 1994

DAILY SAMPLE RESULTS - PART B

FACILITY ID: 5244000469 Key Haven

Three-month Average Daily Flow: 0.0723

Month / Year: March 2006

Daily Flow % of Permitted Capacity: 36.15%

Days of the Month	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31
Flow (MGD)	0.1340	0.0740	0.0890	0.1080	0.0920	0.1000	0.1010	0.0640	0.0610	0.0580	0.1120	0.0690	0.0670	0.0810	0.0750	0.0750	0.0680	0.0560	0.0930	0.0192	0.0820	0.0560	0.0960	0.0770	0.0750	0.0550	0.0920	0.0780	0.0820	0.0840	0.0910
Chlorine Residual after Contact(mg/L as Cl2)	2.8	2.2	2.8			3.0	3.0	2.8	3.3	3.0			3.0	2.8	3.5	3.0	3.0			2.5	2.2	3.0	3.5	3.5			3.0	3.0	2.2	2.5	2.0
CBOD5 Influent (mg/L as O2)								155.0														210.0									
TSS Influent (mg/L)								120.0														76.0									
CBOD5 Effluent (mg/L as O2)								3.0														2.9									
TSS Effluent (mg/L)								13.2														5.6									
NO3 Effluent (mg/L as N)																															
Total N Effluent (mg/L as N)																						12.2									
Fecal Coliform (#/100ML)								<20														<20									
pH effluent (SU)	7.1	7.1	7.1			7.0	7.0	6.9	7.0	6.9			6.9	7.0	7.0	7.0	7.1			7.1	7.0	7.1	7.0	7.1			7.2	7.1	7.1	7.1	7.1
Total Phosphorus (mg/L)																						3.61									
TYPE OF SAMPLE (C=COMPOSITE, G=GRAB)								G														G									
TIME OF SAMPLE								10:00														10:30									
INFLUENT TN (Quarterly)																						36.90									
INFLUENT TP (Quarterly)																						5.02									

PLANT STAFFING

Day Shift Operator	Class:	Certificate No.:		Name:
Evening Shift Operator	Class: N/A	Certificate No.:	N/A	Name: N/A
Evening Shift Operator	Class:	Certificate No.:		Name:
Night Shift Operator	Class: N/A	Certificate No.:	N/A	Name: N/A
Lead Operator	Class: C	Certificate No.: C9747		Name: Dave Oakes

Type of Effluent Disposal or Reclaimed Water Reuse: BORE HOLES

Limited Wet Weather Discharge Acitvated: Yes: No: Not Applicable: X If Yes, cumulative days of wet weather discharge:

*Attach additional sheets if necessary to list all certified operators.

DEP Form 62-620.910(10), Effective November 29, 1994

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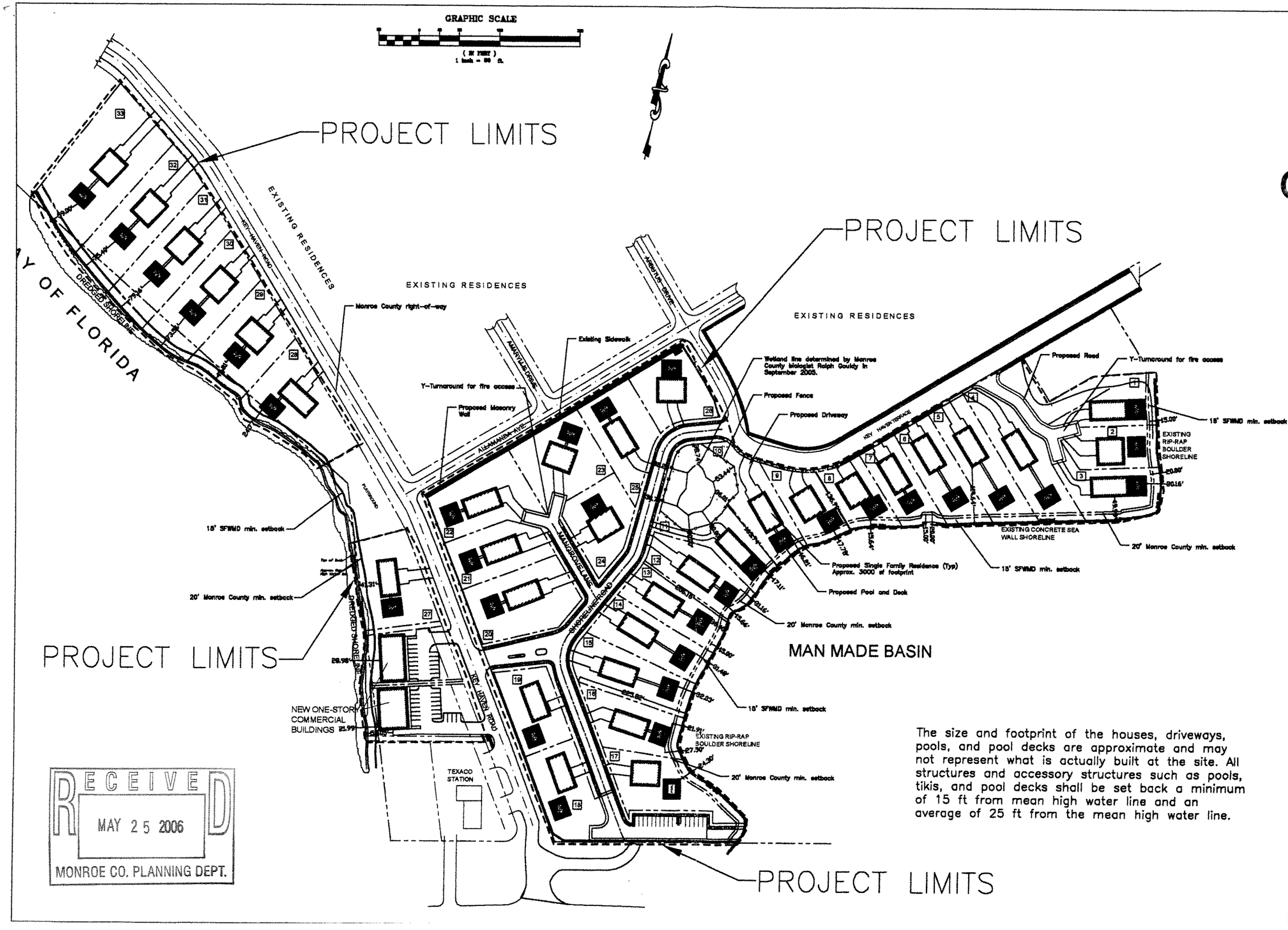
MONROE CO. PLANNING DEPT.



The size and footprint of the houses, driveways, pools, and pool decks are approximate and may not represent what is actually built at the site. All structures and accessory structures such as pools, tikis, and pool decks shall be set back a minimum of 15 ft from mean high water line and an average of 25 ft from the mean high water line.

RECEIVED
MAY 25 2006
MONROE CO. PLANNING DEPT.

Historic Tours of America
201 Front Street, Suite 207
Key West, Florida 33040
AUTHORIZATION # 26120
ph 305-293-3263 fax 295-3927

Seal:

COPY

RICHARD J. MILELLI
PE 858315

General Notes:

Key Haven Estates

MONROE COUNTY
FLORIDA

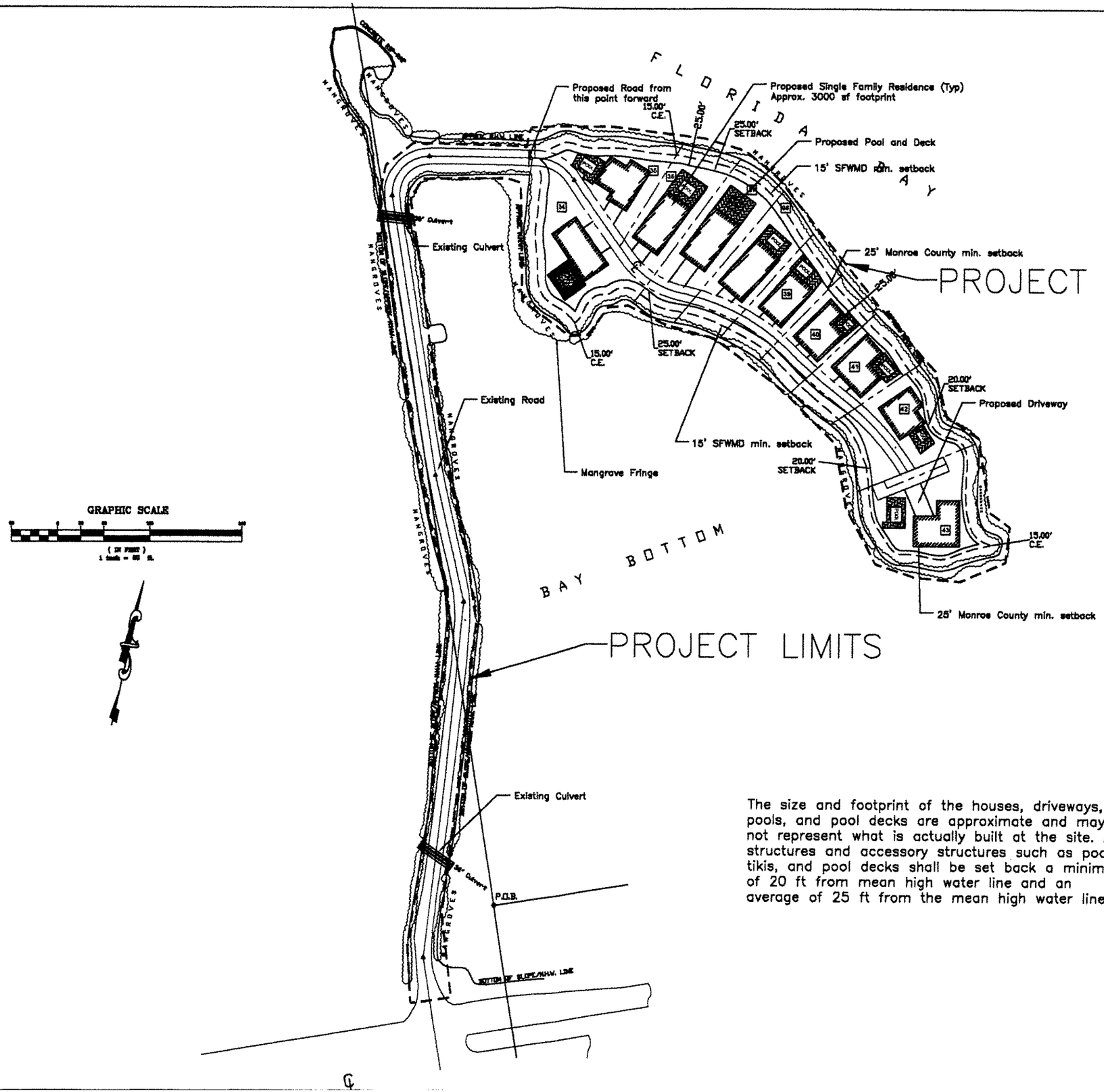
Drawn By: MCD	Checked By: EOS
Project No.	Scale: AS NOTED

Revisions:
1. SFWMD Revision 5/17/06

Title:
PROPOSED SITE PLAN

Sheet Number:
C-1A

Date: JANUARY 5, 2006



The size and footprint of the houses, driveways, pools, and pool decks are approximate and may not represent what is actually built at the site. All structures and accessory structures such as pools, tikis, and pool decks shall be set back a minimum of 20 ft from mean high water line and an average of 25 ft from the mean high water line.

RECEIVED
MAY 25 2006
MONROE CO. PLANNING DEPT.

COPY

Historic Tours of America
201 Front Street, Suite 207
Key West, Florida 33040
AUTHORIZATION #26120
ph: 305-293-3263 fax: 296-3927

Seal:

RICHARD J. MILELLI
PE #58315

General Notes:

Enchanted Island Estates

MONROE COUNTY
FLORIDA

Drawn By: MCD	Checked By: EOS
Project No.	Scale: AS NOTED

Revisions:
1. SFWMD Revision 5/17/06

Title:
PROPOSED SITE PLAN

Sheet Number:
C-1B

Date: JANUARY 5, 2006

End of Additional Information
File#P26079

The Craig Company

Comprehensive Planning
Resort/Tourism Planning
Land Use Regulation
Development Feasibility
Site Design
Expert Witness
Landscape Design

Mailing Address: P. O. Box 970
Key West Florida 33041

Office location: 600 White St.
Key West, Florida 33040

Phone: 305/294-1515
Fax: 305/292-1525
Email: tom@craigcompany.com

February 22, 2006

Monroe County
Planning and Environmental Resources
2798 Overseas Highway
Suite 400
Marathon, FL 33050

It is with great pleasure that we submit this Preliminary Subdivision Plat Application for our client, The Lujan Limited Partnership, LTD. Enclosed find application package, 14 (2 signed and sealed) 24X35 and 2 11X17 sets of the conceptual site, drainage, and utility plan, as well as 2 copies of the Traffic Study. Also enclosed is a check for $3,100.00 for the filing fee.

Sincerely,

Tom Williams
Senior Associate

Cc: Donald L. Craig, AICP
File

Preliminary Subdivision Plat Application
Monroe County

2798 Overseas Highway
Suite 400
Marathon, FL 33050
Voice: (305) 289-2500
Fax: (305) 289-2536

1. Owners Name: The Lujan Limited Partnership, LTD.

   Phone Numbers;
   Home: None Cell: (305) 797-1229 Office (305)296-3609

MailingAddress 201 Front St. Suite #330 Key West, FL 33040
Street City Zip

2. Applicants Name: Key Haven Estates, Ltd.
   Phone Numbers;
   Home: None Cell: (305) 797-1229 Office: (305)294-4142

Mailing Address: 201 Front St. Suite #330 Key West, FL 33040
Street City Zip

3. Agents Name: The Craig Company; Donald L. Craig, AICP/Tom Williams
   Phone; (305)294-1515

Mailing Address: P.O. Box 970 Key West, FL 33041
Street City Zip

4. Legal Description

   The properties are part of sections 25 and 26, Township 67 South, and Range 25 East, Key Haven, Monroe County, Florida and have the following Real Estate Numbers: 00116981.000000; 00123100.000000; 00123120.000000; 00123140.000000; 00123150.000000; 00123170.000000; 00123200.000000; 00123210.000000; 00123220.000000; 00123230.000000; 00123250.000000; 00135850.000000; 00135860.000000; 00135870.000000; 00135880.000000; 00135890.000000; 00135900.000000; 0135910.000000; 00139310.000000; 00139320.000000; 00139330.000000; 00139340.000000; 00139350.000000; 00139360.000000; 00139390.000000; 00139400.000000; 00139410.000000;

00139420.000000; 00139430.000000; 00139440.000000; 00139450.000000; 00139460.000000; 00139470.000000; 00139480.000000; 00139490.000000; 00139500.000000; 00135510.000000; and 139520.000000

Key: Raccoon Key & Enchanted Island Mile marker: 6
Subdivision: Key Haven

Brief Description of Property:

"Parcel B" (unplatted), bordered by Key Haven Terrace, Key Haven Boulevard, and the boat basin/dredged bay bottom; and "Parcel C" (unplatted) is located south of Parcel B, and connected to it by a strip of land. It is bordered by Parcel B to the north, the boat basin/dredged bay bottom to the east, Key Haven Boulevard to the west, and the right of way of US Hwy 1 to the south; and the "Triangle Parcel"(unplatted), bordered by Key Haven Road, Allamanda Drive, Key Haven Boulevard, and the US Hwy 1 right of way; and lots 3 through 8 in the Ninth Addition; and lots 11 through 24 in the Ninth Addition; and lots 17 through 23 in the forth addition; and the "Enchanted Island", (unplatted), located east of Raccoon Key and separated from it by a dredged boat basin "Enchanted Island" is connected to the US1 Hwy through a road with a gated access. All of the properties are located in section 25 and 26, Township 67 South, Range 25 East, Key Haven, Florida.

5. Summary of Proposal

Lots
Currrent Zoning: The current zoning was designated in September, 2005 as a result of FLUM and Land Use District Map Amendments to Improved Subdivision (IS) and Suburban Residential (SR); copies of the resolution or map changes have not been received.

Total Acreage Under Review: Approx 18 Proposed Number of lots: 43
Proposed Average Size of Lots: 18,800 Proposed Minimum lot Size: 5,000

Streets
Width of Right of Way: Key Haven Estates - 50 Feet, Enchanted Island - 30 Feet.
Linear feet of new streets: 2,400
Proposed description of streets: (public or private): Private
Street Lights: Yes

Sidewalks
Will Sidewalks be provided Yes: x No: _____ (none on Enchanted Island)
One Side: Yes: _____ No: x
Both Sides: Yes: x No: _____
Width of Surface (feet): 5

Water and Sewage
Estimated water requirements (gallons/day): 16,000
Proposed Water Source: FKAA
Estimated Sewage Disposal Requirements: 12,900 gallons per day
Proposed Method of Collection and Treatment: Gravity Sewer; Key Haven WWTP

6. Other Submittals

- *Covenants*

A draft of any proposed protection covenants or deed restrictions

- *Code Enforcement Violation History*

Any historical and outstanding Code Enforcement violations

- *Phasing*

The applicant will build the 43 single family homes as the ROGO units for same become available.

- *Location Map*
- *Conceptual Plat*
- *Conceptual Utility Plan*
- *Conceptual Drainage Plan*
- *Recent aerial photograph with property boundaries outlines*
- *Traffic study*

7. A permit from other local regional, state and federal agencies may be required for a project prior to beginning any work on site. Listed below are the agencies frequently involved in Monroe County. A list of contact people, phone numbers and addresses is available at each planning department office. The planning department is happy to assist in determining the agencies expected to review the project. However, it is the applicant's responsibility to determine which permits are required.

- South Florida Water Management District
- Department of Environmental Protection
- U.S. Fish and Wildlife Service
- Florida Keys Aqueduct Authority

- Keys Energy Service or Florida Keys Electric Cooperative
- Fire Marshall
- US Army Corps of Engineers
- Department of Health and Environmental Services
- County Engineer
- Public Works

Subdivision Improvements Cost Estimate

In Re: Key Haven Estates, Key Haven, Monroe County, Florida

Name of Subdivision Location

With RE #'s of 00116981.000000; 00123100.000000; 00123120.000000; 00123140.000000; 00123150.000000; 00123170.000000; 00123200.000000; 00123210.000000; 00123220.000000; 00123230.000000; 00123250.000000; 00135850.000000; 00135860.000000; 00135870.000000; 00135880.000000; 00135890.000000; 00135900.000000; 0135910.000000; 00139310.000000; 00139320.000000; 00139330.000000; 00139340.000000; 00139350.000000; 00139360.000000; 00139390.000000; 00139400.000000; 00139410.000000; 00139420.000000; 00139430.000000; 00139440.000000; 00139450.000000; 00139460.000000; 00139470.000000; 00139480.000000; 00139490.000000; 00139500.000000; 00135510.000000; and 139520.000000

Intending to be legally bound and in order to secure final plat approval, the undersigned subdivider hereby agrees to provide through this subdivision and as shown on the subdivision plat of Key Haven/Enchanted Island , dated 31 January, 2006, the following improvements:

	Unit	Estimated Construction Cost	Estimated Completion Dates:
Construction Cost			
Type of Improvements			
Street Grading	91,000 sq/ft	273,000	
Street Base	7,200 sq/yd	143,000	
Street Paving	7,200 sq/yd	143,000	
Curbs	6300 lf	137,000	
Sidewalks	32,500 sq/ft	324,000	
Storm sewer facilities			
Street name Signs	6 ea	2,000	
Survey monuments and boxes	_	5,000	

Trunk Lines	N/A	N/A	
Mains	2,050 lf	153,000	
Sewer Connection	44 ea	44,000	
Water mains	3 ea	15,000	
Water Supply	44 ea	88,000	
Fire hydrants	3 ea	15,000	
Street Lights	11ea	30,000	

Owners Initials: AWJ

I certify that I am familiar with the information contained in this application, and to the best of my knowledge such information is true, complete and curate. I further certify that I posses the authority to undertake the proposed activities. I understand that the submission of false information may lead to the denial of the application and Development Approval or revocation of all approvals. I agree to comply with all provisions of slaw and ordinance governing development whether specified or not. The granting of approval does not presume to give authority to violate or disregard the provisions of any county, state or federal law regulating construction or performance of this development activity.

Signature of Owner — Date: 2/23/06

Signature of Agent — Date: 2/23/06

Notary to Agent — Karen D. Bayer — Date: 2/23/06

Karen D. Bayer
MY COMMISSION # DD130570 EXPIRES
July 1, 2006
BONDED THRU TROY FAIN INSURANCE, INC.

Signature of Applicant — Date: 2/23/06

Notary to Applicant — Date: 2/23/06

THERESE R. SCARBROUGH
MY COMMISSION # DD 127318
EXPIRES: October 18, 2006
Bonded Thru Notary Public Underwriters

MONROE COUNTY ***LIVE***

MISCELLANEOUS RECEIPT

ECEIPT # : 88268

ECEIPT DATE : 07/19/2006

PRINT DATE : 07/18/2006
PRINT TIME : 15:26:55
OPERATOR : tedescod
COPY # : 1

ECEIVED BY : tedescod
EC'D. FROM : OLD TOWN KW DEV.LTD
DF 106.1 :
DF 106.2 :

CASH DRAWER: 2

OTES : P26079LUJAN/KEY HAVEN

EE ID	AMOUNT	THIS RCPT	BALANCE
ONING-006	3100.00	3100.00	0.00
OTALS:	3100.00	3100.00	0.00

ETHOD OF PAYMENT	AMOUNT	NUMBER
HECK	3100.00	107384
OTAL RECEIPT :	3100.00	

WARNING – THIS CHECK IS PROTECTED BY SPECIAL SECURITY GUARD PROGRAM™ FEATURES

MultiCHAX™ # 13311DTS-07

Old Town Key West Development, LTD
P.O. BOX 1237
KEY WEST, FL 33041

TIB
KEY WEST, FL 33040
639-28/670

2/22/2006

CHECK NO.
107384

AMOUNT: **3,100.00

Three Thousand One Hundred and 00/100**********

PAY TO THE ORDER OF: Monroe County Planning Department

SECURE FEATURES INCLUDE INVISIBLE FIBERS • MICROPRINTING • VOID FEATURE PANTOGRAPH • ENDORSEMENT BACKER • BROWNSTAIN CHEMICAL REACTANT

⑈00107384⑈ ⑆067009280⑆ 6080065410 6⑈

Project Overview

Key Haven Estates is located on Key Haven on the gulf side at Mile Marker 6, Overseas Highway, the gateway to Key West. The properties also include Raccoon Key and Enchanted Island, also on Key Haven. The properties are part of section 25, Township 67 South, and Range 25 East, Key Haven, Monroe County, Florida and has the following Real Estate Numbers: 00116981.000000; 00123100.000000; 00123120.000000; 00123140.000000; 00123150.000000; 00123170.000000; 00123200.000000; 00123210.000000; 00123220.000000; 00123230.000000; 00123250.000000; 00135850.000000; 00135860.000000; 00135870.000000; 00135880.000000; 00135890.000000; 00135900.000000; 0135910.000000; 00139310.000000; 00139320.000000; 00139330.000000; 00139340.000000; 00139350.000000; 00139360.000000; 00139390.000000; 00139400.000000; 00139410.000000;00139420.000000; 00139430.000000; 00139440.000000; 00139450.000000; 00139460.000000; 00139470.000000; 00139480.000000; 00139490.000000; 00139500.000000; 00135510.000000; and 139520.000000

Brief Description of Property:

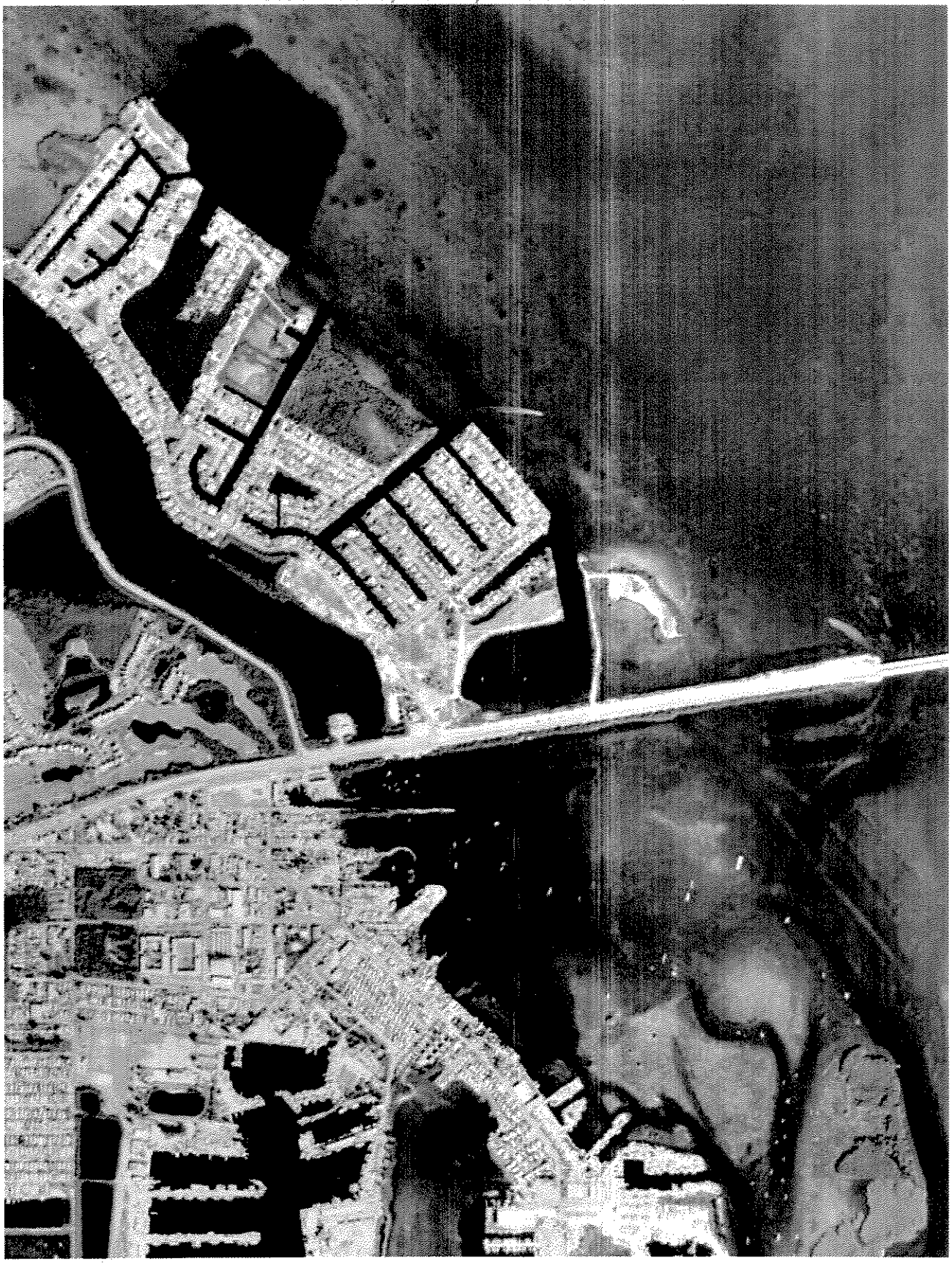
"Parcel B" (unplatted), bordered by Key Haven Terrace, Key Haven Boulevard, and the boat basin/dredged bay bottom; and "Parcel C" (unplatted) is located south of Parcel B, and connected to it by a strip of land. It is bordered by Parcel B to the north, the boat basin/dredged bay bottom to the east, Key Haven Boulevard to the west, and the right of way of US Hwy 1 to the south; and the "Triangle Parcel"(unplatted), bordered by Key Haven Road, Allamanda Drive, Key Haven Boulevard, and the US Hwy 1 right of way; and lots 3 through 8 in the Ninth Addition; and lots 11 through 24 in the Ninth Addition; and lots 17 through 23 in the forth addition; and the "Enchanted Island", (unplatted), located east of Raccoon Key and separated from it by a dredged boat basin "Enchanted Island" is connected to the US1 Hwy through a road with a gated access. All of the properties are located in section 25, Township 67 South, Range 25 East, Key Haven, Monroe County, Florida.

Pursuant to Resolution 085-2005 of the Board of County Commissioners of Monroe County, a Development Agreement was approved and supports this application (Exhibit A). Recognizing that the Key Haven community is a cache for individuals and families who work in Key West and/or Stock Island, residential development is acknowledged as the best use of the properties.

The creation of Key Haven Estates will require an extensive facelift to the property while maintaining the environmental integrity of the sensitive areas of the property; a Mitigation Plan is submitted with this application to address the wetlands on the 6th addition (Exhibit B). The subdivision will be home to 43 new single-family units, each with a pool. Roads and utilities will be constructed to serve the development. The project has been designed to implement the Land Development Regulations, there are no variances or waivers required or requested. The following pages contain information that responds to the criteria under Section 9.5-65 of the interim Land Development Regulations of the City of Marathon.

Aerial Photo

USGS **Stock Island, Florida, United States** 25 Feb 1999



Send To Printer Back To TerraServer Change to 11x17 Print Size Show Grid Lines Change to Landscape

USGS **Stock Island, Florida, United States** 25 Feb 1999

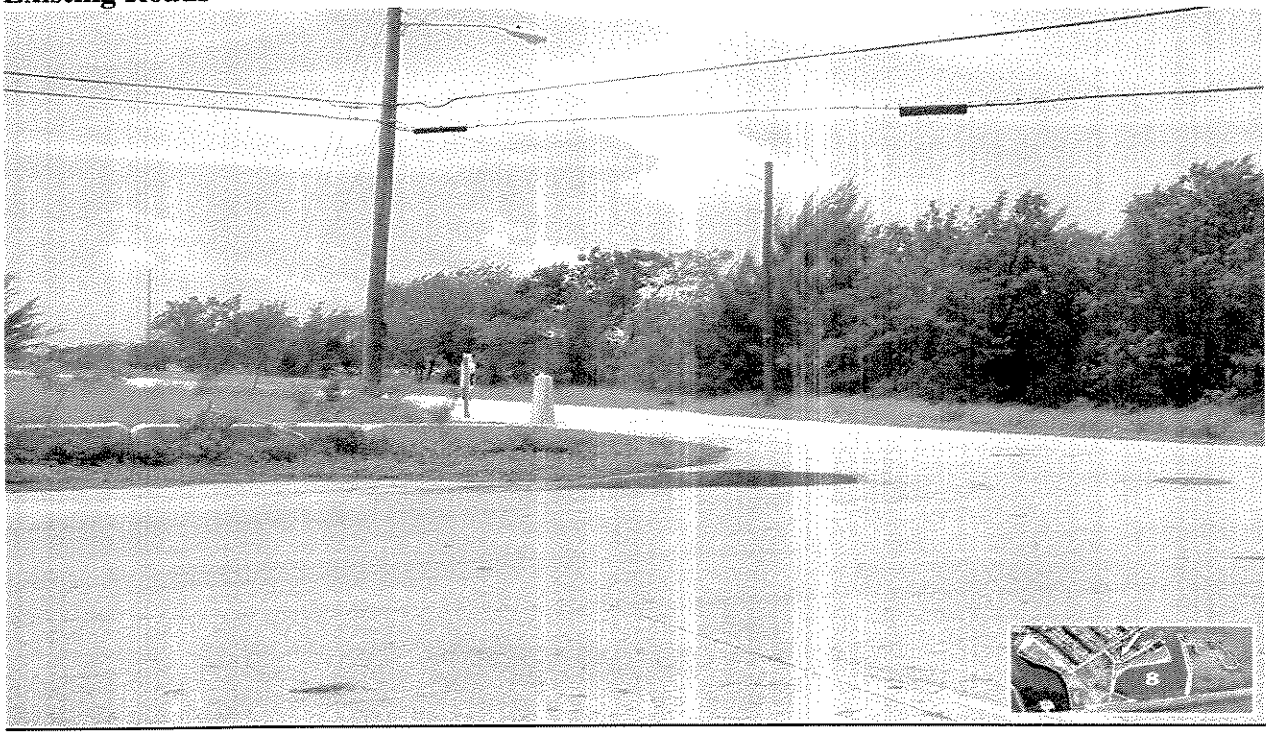
Send To Printer Back To TerraServer Change to 11x17 Print Size Show Grid Lines Change to Landscape

USGS **Stock Island, Florida, United States** 25 Feb 1999

Site Photos

Aerial of Site on Key Haven

Existing Roads



Request and Background Information

REQUEST:

1. Applicant:

The applicant is Key Haven Estates, Ltd, Donald L. Craig, AICP, and Thomas Williams of The Craig Company are the agents.

2. Proposed use & size:

The aggregate size of the properties is 14 acres +/-. The proposed use is the platting of a 43 single-family home subdivision.

3. Location:

The property is located Key Haven, 4th Addition Lots 19-23, 9th Addition, Lots 3-8 and 11-24, and Enchanted Island, Lots 39-44, 63-72, and 77-83, part of Section 25, Township 67 South, Range 25 East, Knights Key. The real estate numbers are 00116981.000000; 00123100.000000; 00123120.000000; 00123140.000000; 00123150.000000; 00123170.000000; 00123200.000000; 00123210.000000; 00123220.000000; 00123230.000000; 00123250.000000; 00135850.000000; 00135860.000000; 00135870.000000; 00135880.000000; 00135890.000000; 00135900.000000; 0135910.000000; 00139310.000000; 00139320.000000; 00139330.000000; 00139340.000000; 00139350.000000; 00139360.000000; 00139390.000000; 00139400.000000; 00139410.000000;00139420.000000; 00139430.000000; 00139440.000000; 00139450.000000; 00139460.000000; 00139470.000000; 00139480.000000; 00139490.000000; 00139500.000000; 00135510.000000; and 139520.000000. The property is located at approximately Mile Marker 6.

4. Plans Provided:

- Replat of Key Haven by Frederick Hildebrandt dated February 3, 2006; and
- Conceptual Drainage Plan by Richard Milelli of Historic Tours of America dated February 7, 2006; and
- Conceptual Water and Sewer Plan by Richard Milelli of Historic Tours of America dated February 7, 2006.
- Mitigation Plan by Consulting Engineering & Science, Inc. dated November, 2005

BACKGROUND INFORMATION:

1. Land Use District:

   Improved Subdivision (IS) and Sub Urban Residential (SR)

2. Future Land Use Map Designation:

   Residential Medium (RM) and Residential Low

3. Size of Site:

   14 +/- acres

4. Existing Vegetation:

   Parcel B is filled upland that border a dredged basin with shorelines defined as altered for setback purposes. No wetlands have been identified. The Triangle Parcel has some low quality wetlands designated by Monroe County. There are mangroves on this parcel and have been identified on the Site Plan. Lots 6, 7, and 8 are filled upland lots that border a dredged canal and those shorelines are defined as altered for setback purposes. No wetlands have been identified. The Enchanted Island parcel is upland on open water not adjacent to a manmade canal and is considered such for shoreline setback purposes. A shoreline fringe of mangroves exists. No other wetland designation is made. No habitat for any listed animal species is located within this development.

5. Community Character of the Immediate Vicinity:

   Key Haven Estates will be a continuation of the approximately 400 residential unit development of Key Haven. There is a small section of commercial use along US 1that is currently occupied by a service station (Lots 1 and 2). This development is consistent with the current community character of the immediate vicinity.

6. Compliance with BOCC Resolution 085-2005:

   Resolution 085-2005 by the Board of County Commissioners of Monroe County approved the Development Agreement between Key Haven Estates, Ltd and Monroe County (Exhibit A). The submitted plat complies with the requirements of the Development Agreement and Resolution 085-2005.

KEY HAVEN ESTATES

PRELIMINARY SUBDIVISION PLAT APPLICATION

EXHIBIT A

Copy of Development Agreement

Doc# 1508583 04/11/2005 2:44PM
Filed & Recorded in Official Records of
MONROE COUNTY DANNY L. KOLHAGE

Doc# 1508583
Bk# 2102 Pg# 1713

RECEIVED
MAY 16 2005
THE CRAIG COMPANY
KEY WEST, FL

RESOLUTION 085- 2005

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF MONROE COUNTY, FLORIDA, APPROVING THE DEVELOPMENT AGREEMENT BETWEEN KEY HAVEN ESTATES LTD., (KHE) AND MONROE COUNTY TO BUILD 43 SINGLE FAMILY HOMES AND ACCESSORY USES INCLUDING DOCKAGE AND 10,000 S.F. OF COMMERCIAL FLOOR AREA AT KEY HAVEN SUBDIVISION AND ON THE ENCHANTED ISLAND, MONROE COUNTY, FLORIDA.

WHEREAS, the affected properties are described as "Parcel B" (unplatted), bounded by Key Haven Terrace, Key Haven Boulevard, and the boat basin/dredged bay bottom; and "Parcel C", (unplatted), is located south of "Parcel B" and connected to it by a strip of land. It is bounded by "Parcel B" to the north, boat basin/dredged bay bottom to the east, Key Haven Boulevard to the west, and right of way of U.S. Hwy 1 to the south; and the "Triangle Parcel" (unplatted), bounded by Key Haven Road, Allmanda Drive, Key Haven Boulevard, and U.S. Hwy 1 right of way; and lots 3 through 8 in the Ninth Addition; and lots 11 through 24 in the Ninth Addition; and lots 17 through 23 in the Fourth Addition; and the "Enchanted Island", (unplatted), located east of Raccoon Key and separated from it by a dredged boat basin, all located in sections 25 and 26, Township 67 South, Range 25 East, Key Haven, Florida, at approximate Mile Marker 6. The Real Estate Numbers are 00116981.000000, 00123100.000000, 00123120.000000, 00123140.000000, 00123150.000000, 00123170.000000, 00123200.000000, 00123210.000000, 00123220.000000, 00123230.000000, 00123250.000100, 00135850.000000, 00135860.000000, 00135870.000000, 00135880.000000, 00135890.000000, 00135900.000000, 0135910.000000, 00139310.000000, 00139320.000000, 00139330.000000, 00139340.000000, 00139350.000000, 00139360.000000, 00139390.000000, 00139400.000000, 00139410.000000, 00139420.000000, 00139430.000000, 00139440.000000, 00139450.000000, 00139460.000000, 00139470.000000, 00139480.000000, 00139490.000000, 00139500.000000, 00135510.000000 and 139520.000000; and

WHEREAS, on June 07, 2004, the applicant filed an application for the proposed Development Agreement (Agreement) pursuant to Sections 163.3220 – 3243, F.S. and Sections 9.5-101 and 102 of Monroe County Code (MCC); and

WHEREAS, pursuant to MCC Section 101, "development agreement is intended to vest the existing ordinances and regulation, but not to allow a development to waive or deviate from the regulations in effect on the date that the agreement is executed"; and

WHEREAS, on December 6, 2004, the Monroe County Development Review Committee reviewed the proposed Agreement and recommends approval of the portions that are in compliance with the Monroe County Year 2010 Comprehensive Plan (Comp Plan) and the County Code and denial of those portions that are not in compliance.

WHEREAS, Staff further recommended that the Agreement be revised to address the outstanding issues outlined in the Staff Report; and

WHEREAS, on February 9, 2005, during the review process, the Monroe County Planning Commission, after due notice and public participation in the hearing process, reviewed

the Agreement and recommended approval to the Board of County Commissioners of the Agreement with the Staff proposed changes; and

WHEREAS, the Monroe County Board of County Commissioners (Board) is the local government body having jurisdiction over the review and approval of the Agreement, in accordance with section 163.3220 - 3243, F.S; and

WHEREAS, the public notice requirements of Monroe County for consideration of the Agreement have been met; and

WHEREAS, the public was afforded an opportunity to participate in the public hearing and all parties were afforded the opportunity to present evidence and argument on all issues; and

WHEREAS, at a special hearing dated February 23, 2005, the Board reviewed the above referenced documents, the related recommendations of the Planning Commission, as well as all related testimony and evidence submitted by the parties and members of the general public; and

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS, MONROE COUNTY, FLORIDA, THAT THE REFERENCED DEVELOPMENT AGREEMENT ATTACHED HERETO AND INCORPORATED BY REFERENCE IS HERBY APPROVED.

PASSED AND ADOPTED by the Board of County Commissioners of Monroe County, Florida, at a special meeting held on the 23 of February, 2005.

Mayor Dixie Spear	Yes
Mayor Pro Tem Charles "Sonny" McCoy	Yes
Commissioner George Nugent	Yes
Commissioner David P. Rice	Yes
Commissioner E. Nelson	Yes

STATE OF FLORIDA
COUNTY OF MONROE

This Copy is a True Copy of the Original on File in this Office. Witness my hand and Official Seal.
This 3rd day of May
A.D., 20 05
DANNY L. KOLHAGE
Clerk Circuit Court
By Isabel C. De Santis D.C

BOARD OF COUNTY COMMISSIONERS OF MONROE COUNTY, FLORIDA

BY Dixie M. Spear

Mayor Spear

(Seal)

ATTEST: DANNY L. KOLHAGE, CLERK

Isabel C. De Santis
Deputy Clerk

MONROE COUNTY ATTORNEY
APPROVED AS TO FORM
KKW
Date: 2-11-05

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (Agreement) is binding on the "effective date" as set forth herein between Monroe County, a political subdivision of the State of Florida (County) and Key Haven Estates, Ltd., a Florida Limited Partnership (KHE).

WITNESSETH

WHEREAS, KHE is the owner of real property known as portions of Key Haven Subdivision and Raccoon Key, Monroe County, Florida, located at the entrance to Key Haven immediately adjacent to U.S. Highway 1 at Key Haven Road, and containing portions of the following streets: Key Haven Road, Alamanda Drive and Key Haven Boulevard; and also being comprised of an island known as "Enchanted Island" connected to U.S. Highway 1 by an improved private road, and being further described as attached hereto in Exhibit A (as attached to the original application) – Survey of the KHE Property (Property or KHE Property); and

WHEREAS, all the Property subject to this Agreement is located in the Florida Keys Area of Critical Concern as defined by Chapter 380.0552, Florida Statutes; and

WHEREAS, the Florida Local Government Development Agreement Act, Sections 163.3220 – 163.3243, Florida Statutes, authorizes local jurisdictions, inclusive of Monroe County, to enter into agreements with landowners to effectuate the provisions and purposes of the Florida Environmental Land and Water Management Act, which created the Florida Keys Area of Critical State Concern and the 2010 Comprehensive Plan for Monroe County; and

WHEREAS, the Enchanted Island portion of the Property was the subject of a Settlement Agreement between the Florida Department of Community Affairs (FDCA) dated May 8, 1997, Exhibit B (as attached to the original application), and was also the subject of a major conditional use approval by Monroe County, Resolution No. 8-95 (included in Exhibit B (as attached to the original application); and

WHEREAS, the following is a statement of the history and circumstances and status of existing uses, land-use applications, and development approvals that apply to the Property:

1. The subject Property is a single-family subdivision with adjacent commercially zoned property.
2. The Property has existed in this capacity for over thirty (30) years, with local and State approvals for the subdivision, various re-subdivisions and building permits for single-family, road construction, utilities and commercial development.
3. The Property consists of parcels with the following land use district designations (zoning):

   IS – Improved Subdivision

   SR – Suburban Residential

   SC - Suburban Commercial
4. Development of sixteen (16) townhomes has been approved for Enchanted Island, which is a part of the Property (see Exhibit B as attached to the original application).

5. In the early 1990's the County and FDCA have approved building permits for the expansion and upgrade of the sewage treatment plant serving Key Haven to tertiary standards, but without nutrient stripping.
6. The IS and SR portions of the Property remain eligible for the Allocation of Rate of Growth Ordinance (ROGO) permits for single-family homes; and

WHEREAS, the County denied a proposal in 1992 for the utilization of the commercially zoned areas that make up a portion of the Property, citing the need to protect the adjacent single-family subdivisions; and

WHEREAS, the predominant development type in Key Haven is single-family homes on various sized lots; and

WHEREAS, the Key Haven Subdivision is a prime location for lower density housing for individuals and families whose place of work is Key West or Stock Island; and

WHEREAS, KHE and the County agree that the creation of new commercial floor area as could be allowed with the existing zoning of portions of the property would further exacerbate the shortage of employee and affordable housing; and

WHEREAS, KHE and the County agree that the preferred development type in Key Haven is the single-family home; and

WHEREAS, both the Property and its subdivided lots were in existence at the time of the County's analysis and census of existing dwelling units, July 1990, whose results formed a major basis of the Residential Rate of Growth Ordinance (ROGO) ordinance cited above; and

WHEREAS, although the parcels that make up the property subject to this Agreement are not all contiguous, the County will treat them as a single parcel for purposes of this Agreement and development approvals in order that density may be allocated across the property as one entity.

WHERAS, property commonly known as the 6th addition owned by KHE, with the exception of lots 14, 15 and 16, is valuable wetlands habitat that should be protected through a conservation easement or acquisition by a public agency; and

WHEREAS, according to the 2004 Monroe Public Facilities Capacity Analysis, there is excess traffic capacity for US Highway 1 serving Stock Island and Key Haven; and

WHEREAS, the County finds that entering into this Agreement furthers the Purposes, Goals, Objectives, and Policies of the Year 2010 Comprehensive Plan and the Principles for Guiding Development of the Florida Keys Area of Critical State Concern designation; and

WHEREAS, the upgrading of the Key Haven sewage treatment plant will bring at least 450 existing residences on line to the upgraded system and create at least 600 nutrient reduction credits most of which may be allocated to the County; and

WHEREAS, the immediate Key Haven community has expressed the desire to have the property developed in a manner other than additional commercial uses, which will draw customers from outside the neighborhood, and create the need for additional affordable housing, thus adding to the already large deficit of such housing; and

WHEREAS, the completion of the proposed single family subdivision will create an estimated $50-75 million in net new taxable property value; and

WHEREAS, the County and KHE agree and recognize that most of the residential density and lot sizes proposed in the site plan are derived from existing platted lots currently zoned Improved Subdivision (IS) and previously approved development on Enchanted Island; and

NOW, THEREFORE, the parties do hereby agree as follows:

I. PURPOSE OF AGREEMENT

The purpose of this Agreement is multi-fold:

A. To provide a rational method for the completion of the existing Key Haven Subdivision.

B. To avoid costly litigation between the parties with regard to KHE's ability to develop the lots within the 6th Addition and adjacent un-subdivided property.

C. To eliminate an inappropriate commercial land use district designation on the Property that is more suited to residential use.

D. To limit the number of residential units to be developed on the Property as portrayed generally on Exhibit C (as attached to the original application) 43 single-family homes.

E. To recognize and protect the private property rights of KHE, and balance those rights with the County's responsibility to protect valuable natural resources and to comprehensively plan and execute the rational development of communities such as Key Haven.

II. STATUTORY AND CODE REQUIREMENTS

The parties recognize the binding effect of Sections 163.3220 – 163.3243, Florida Statutes as to the form and content of this Agreement and in accordance therewith set forth and agree to the following:

A. Legal Description and Ownership

The properties that are subject to this Agreement are described in Exhibit A (as attached to the original application) - Survey of the KHE Property.

B. Duration of Agreement

This Agreement shall remain in effect for ten (10) years from its effective date as defined herein. It is the intention of the County and KHE to promote rational and timely development of the Property to maximize best land use management practices consistent with the landowner's rights and commitments described herein.

C. Permitted Uses

1. The development uses permitted on the Property, including the generalized lot layout, the population densities and building intensities as set forth on Exhibit C (as attached to the original application), KHE Key Haven Development Plan, specifically, forty-three (43) single-family estate lots and 10,000 square feet of professional and service commercial floor area which will be subject to the Monroe County Non Residential Rate of Growth Ordinance, NROGO at the time of application for building permits for such commercial uses.
2. Accessory uses, including but not limited to sewage treatment plant, landscaping, and accessory storage for each unit.

3. Dockage for the residential lots will be to be limited to 1 dock space per residential unit not to exceed 43 in total. Docks shall not be used for any commercial purpose and are accessory to each dwelling unit.
4. Roads and utilities to serve the development.

For the duration of this Agreement, the parties agree that any and all of the approved development shall adhere to, conform to, and be controlled by this Agreement, Exhibit C (as attached to the original application) , the Land Development Regulations, and the Year 2010 Comprehensive Plan governing the development of the land effective when the County and KHE execute this Agreement as authorized by Section 163.3220, Florida Statutes. Should the County adopt any new Comprehensive Plan Policy, Land Development Regulation or any other regulation which would serve to better achieve the purposes of this agreement or be more advantageous to the developer to implement the planned redevelopment, to the extent that such new regulations or policies do not materially conflict with the provisions of this agreement, then KHE make utilize such regulations and policies to implement the development .In the event that all or a portion of the existing or authorized development subject to this Agreement should be destroyed by a storm, fire, or other common disaster, KHE, their grantees, successors, or assigns shall have the right to rebuild or repair so long as such work is in compliance with this Agreement.

D. Public Facilities

1. The Florida Keys Aqueduct Authority provides domestic potable water to the Property.

2. Electric service to the Property is provided by Keys Energy Services .
3. Solid waste service is provided to the Property by a solid waste collection system franchised by Monroe County.
4. KHE shall provide wastewater and sewage collection and disposal via the existing onsite package sewage treatment plant approved by the Florida Department of Environmental Protection (DEP) at the time of building permit application.
5. KHE shall construct, own and maintain all new roads, drainage utilities, landscaping, signage and docks in the development.

E. Local Development Permits

The following is a list of all development permits approved or needed to be approved for the development of the Property as specified and requested in this Agreement:

1. Approved Development Permits
   a. This Agreement.
2. Further Development Permits Required
   a. The approved final site plan, landscape plan, drainage plan, and building elevations and floor plans as encompassed by and referred to in the Monroe County Planning Commission Resolution for the subdivision and development set forth on Exhibit C (as attached to the original application) for the redevelopment of the Property, as contained in a major conditional use application.
   b. Amendment of the future land use category of the Triangle Parcel from Mixed Use Commercial (MC) to Residential Low (RL) and of lots 6, 7,

and 8 of the Ninth Addition from Mixed Use Commercial (MC) to Residential Medium (RM).

c. Rezoning of the Triangle Parcel from Suburban Commercial (SC) to Suburban Residential (SR) and of Lots 6, 7, and 8 of the Ninth Addition from Suburban Commercial (SC) to Improved Subdivision (IS).

d. An Approved Major Conditional Use Development Order for redevelopment of the Property with utilities, dockage and roads.

e. An Approved re-subdivision of the Property by means of an amended plat.

f. Building and related construction permits for all main and accessory structures, land clearing, and landscaping, as appropriate.

g. State, South Florida Water Management District, and Monroe County permits for storm-water runoff and dredge and fill, if required.

h. Purchase of 15.0 Transferable Development Rights required for development of Enchanted Island and lots on the mainland portion of the property.

i. Abandonment of Key Haven Boulevard from US 1 up to its intersection with Key Haven Terrace.

F. Finding of Consistency

By entering into this Agreement, the County finds that the development permitted or proposed herein is consistent with and furthers the Monroe County Year 2010 Comprehensive Plan and all applicable Land Development Regulations.

G. Breach, Amendment, Enforcement, and Termination

Exclusive of any others except those imposed by law, the following additional conditions, terms, restrictions, or other requirements are also determined by the parties to be necessary for the execution and enforcement of this Agreement:

1. Breach of Agreement and Cure Provisions

   a. Upon KHE's material breach of the terms and conditions of this Agreement, Monroe County shall serve written notice on and shall provide KHE the opportunity, within ninety (90) days, to propose a method of fulfilling the Agreement's terms and conditions or curing the breach. The County shall allow KHE an opportunity to cure the breach or to negotiate an amendment to this Agreement within a reasonable time, not to exceed one hundred eighty (180) days after KHE's response or proposal absent exigent circumstances.

   b. The following events, unless caused by fire, storms, floods, or other acts of God or events beyond the control of KHE are to be considered a material breach of this Agreement: (1) the failure to maintain the open space provisions of this Agreement as generally shown in Exhibit C (as attached to the original application); (2) the failure to maintain conditions placed on permits or approvals contained in or issued as a direct result of this Agreement; (3) the failure to comply with applicable permitting requirements of Monroe County after notice and opportunity within ninety (90) days to commence to comply with such permitting requirements or, if applicable, to commence compliance with such requirements and have them completed within a reasonable time frame,

not to exceed one hundred eighty (180) days, as mutually agreed by the parties if compliance requires more than sixty (60) days.

c. If Monroe County, through its Director of Planning, finds that KHE or a successor is in material breach of this Agreement, and after notice is given as provided herein to respond to or cure said breach KHE fails, within a reasonable time, to respond, cure, or secure an amendment resolving the breach, the County may utilize appropriate code enforcement remedies to cure any breach.

2. Amendment, Termination, or Revocation

The parties hereto shall at all times adhere to the terms and conditions of this Agreement. Amendment, termination, extension, or revocation of this Agreement shall be made in accordance with the notification and procedural requirements set forth herein. Amendments to this Agreement shall subject KHE to the laws and policies in effect at the time of the amendment only if the conditions of Section163.3233 (2) Florida Statutes are met. It is further agreed that no modifications, extensions, amendments, or alterations of the terms or conditions contained herein shall be effective unless contained in a written document approved and executed by the parties to this Agreement.

3. Hearing Requirements

a. Before amending, terminating, or revoking this Agreement, Monroe County shall conduct at least two (2) public hearings.

b. Notice of intent to amend, terminate, or revoke this Agreement shall be advertised at least seven (7) days before the public hearing in a newspaper of general circulation and readership in Monroe County. The day, time, and place of any further public hearing shall be announced at the first public hearing and the date thereof shall be advertised at least seven (7) days before such public hearing. The notices shall specify the location of the property subject to this Agreement, the development uses proposed on the property, the proposed population densities, and the proposed building intensities and height, and shall specify a place where a copy of the proposed amendment, termination or revocation, and supporting information can be obtained.

4. State and Federal Law

If State or Federal laws enacted after the effective date of this Agreement preclude any party's compliance with the terms of this Agreement, this Agreement shall be modified as is necessary to comply with the relevant State or Federal laws; however, this Agreement shall not be construed to waive or supersede any contention under law that KHE has acquired vested rights under prior law.

5. Enforcement

a. Monroe County, KHE, their successors or assigns, or any aggrieved or any adversely affected person as defined in Section 163.3215(2) Florida Statutes may file an action for injunctive relief in the Circuit Court of

Monroe County to enforce the terms of this Agreement or to challenge compliance with the provisions of Section 163.3243, Florida Statutes.

b. Nothing contained herein shall limit any other powers, rights, or remedies that any party has, or may have in the future, to enforce the terms of this Agreement.

III. Compliance with Other Laws

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

IV. Additional Provisions

A. Future Land Use Map Zoning Designation and Timing of Conditional Use Applications

The County shall allow KHE to submit an application for conditional use and re-subdivision approval of the Property contemporaneously with the County's initiation of the change of Future Land Use Map for the KHE Property. The County shall request the State of Florida Department of Community Affairs (DCA) to expedite or "fast track" the request to amend the Future Land Use Map, as allowed by applicable State Statute. Approval of conditional use applications and subdivisions shall be contingent upon approval of Future Land Use Map changes. Should the FLUM and appropriate zoning designation change not be approved by the County and State of Florida, this Agreement shall become null and void.

B. Transferable Development Rights

KHE shall be required to purchase and apply to the lands to be developed not more than 15.0 transferable development rights for the development of the ten (10) single-family lots on the parcel known as Enchanted Island, the six (6) single family allocations transferred from Enchanted Island and the three (3) lots created from lands currently zoned to SR.

C. Dedication of Environmentally Sensitive Lands

KHE shall dedicate to the County or other conservation public agency or private land conservation group the entirety of the undeveloped 6th Addition with the exception of lots 14,15 and 16 which are not owned by KHE as an open space preserve with the condition that it remain in its natural state with no recreational use allowed. The County agrees to allow KHE to use the lands as mitigation for any permits required by the County and/or state of federal agencies for the filling of wetlands or impacts associated with the completion of all elements of the development authorized by this Agreement. KHE shall dedicate said lands upon issuance of the first residential building permit.

D. Affordable Housing Requirements

The County agree that KHE may meet the requirements of Section 9.5-266(b) of the Land development Regulations, "Provision of Affordable Housing" by linking as allowed by Section 9.5-266(c) to an approved affordable housing project of 18 units to be built on Maloney Avenue on Stock Island, and that his linkage shall completely satisfy the requirements of the affordable housing obligation.

E. Tier System Designation

KHE and the County agree that the entirety of the lands proposed for development allowed by this Agreement are properly within the designation of Tier 3 "Infill".

F. Wetland Setbacks

The ability to achieve a proposed thirty (30) foot setback shall be based upon the final plat for the subdivision and any South Florida Water Management District and Florida Department of Environmental Protection permits for filling lands adjacent to such wetlands. The shoreline setback on Enchanted Island shall be twenty-five (25) feet as specified in Exhibit B (as attached to the original application).

G. Termination of Legal Proceedings Against County

Upon the signing of this Agreement by all parties and its subsequent recordation with the Monroe County Clerk of Court, KHE shall terminate, withdraw, and cease all claims and actions in law against Monroe County and DCA filed in local or circuit court or court of appeals related to zoning, site development, or code enforcement on the KHE Property.

H. Recording

Monroe County shall record this Agreement with the Clerk of the Circuit Court of Monroe County within fourteen (14) days following signature by all parties. Recording fees shall be paid by KHE.

I. Entire Agreement

This Agreement incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements, or

understandings concerning the subject matter of this Agreement that are not contained in or incorporated into this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

J. Severability

If any part of this Agreement is contrary to, prohibited by, or deemed invalid under any applicable law or regulation, such provisions shall be inapplicable and deemed omitted to the extent so contrary, prohibited, or invalid; however, the remainder shall not be invalidated thereby and shall be given full force and effect.

K. Jurisdiction and Governing Law

The parties hereto agree that any and all suits or actions at law shall be brought in Monroe County, Florida, and no other jurisdiction. This Agreement shall be construed and interpreted under the laws of the State of Florida.

L. Conflicting Resolutions

All resolutions or parts thereof in conflict with the provisions of this Agreement and its resolution are hereby repealed to the extent of such conflict.

M. Successors and Assigns

This Agreement shall be binding upon the parties hereto, their successors in interest, heirs, assigns, and personal representatives.

N. Notices

All notices, demands, requests, or replies provided for or permitted by this Agreement shall be in writing and may be delivered by any one of the following methods: (a) by personal delivery; (b) by deposit with the United States Postal

Service as Certified or Registered mail, return receipt requested, postage prepaid, to the addresses stated below; or (c) by deposit with an overnight express delivery service. Notice shall be deemed effective upon receipt.

For purposes of notice, demand, request, or replies:

The address of Monroe County shall be:
Mr. Thomas Willi
County Administrator
1100 Simonton Street
Key West, Florida 33040

The address of the KHE shall be:
Mr. Wayne Lujan
1104 Truman Avenue
Key West, Florida 33040

O. Effective Date

The effective date of this Agreement shall be thirty (30) days after the duly signed and recorded Agreement is approved by the Florida Department of Community Affairs pursuant to Chapter 163, Florida Statutes.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the day and year below written.

Signed, sealed, and delivered in the presence of:

Witness: Key Haven Estates, LTD.

(FLORIDA)

Betty Lujan
Print Name

By: Betty Lujan
Betty Lujan General Partner

ELIZABETH KOHLMEYER

Elizabeth Kohlmeyer
Signature

Dated: 3/31/05

Cecelia Pinder
Print Name

Cecelia Pinder
Signature

State of Florida
County of Monroe

The foregoing instrument was acknowledged before me on this 31st day of MARCH, 2005, by BETTY LUJAN and _____. ~~They are~~ SHE IS personally known to me or produced _____ as identification an did not take an oath.

Therese R. Scarbrough
Notary Public

THERESE R. SCARBROUGH
Printed name

My commission expires: 10/18/06

My commission number: DD127318

THERESE R. SCARBROUGH
MY COMMISSION # DD 127318
EXPIRES: October 18, 2006
Bonded Thru Notary Public Underwriters

APPROVAL OF MONROE COUNTY BOARD OF COUNTY COMMISSIONERS

On the 23rd day of February, 2005 Monroe County Board of County Commissioners approved this Development Agreement by Resolution No. 085-2005.

ATTEST:

MONROE COUNTY, FLORIDA

DANNY KOLHAGE

Isabel C. DeSantis
~~COUNTY CLERK~~
Deputy Clerk

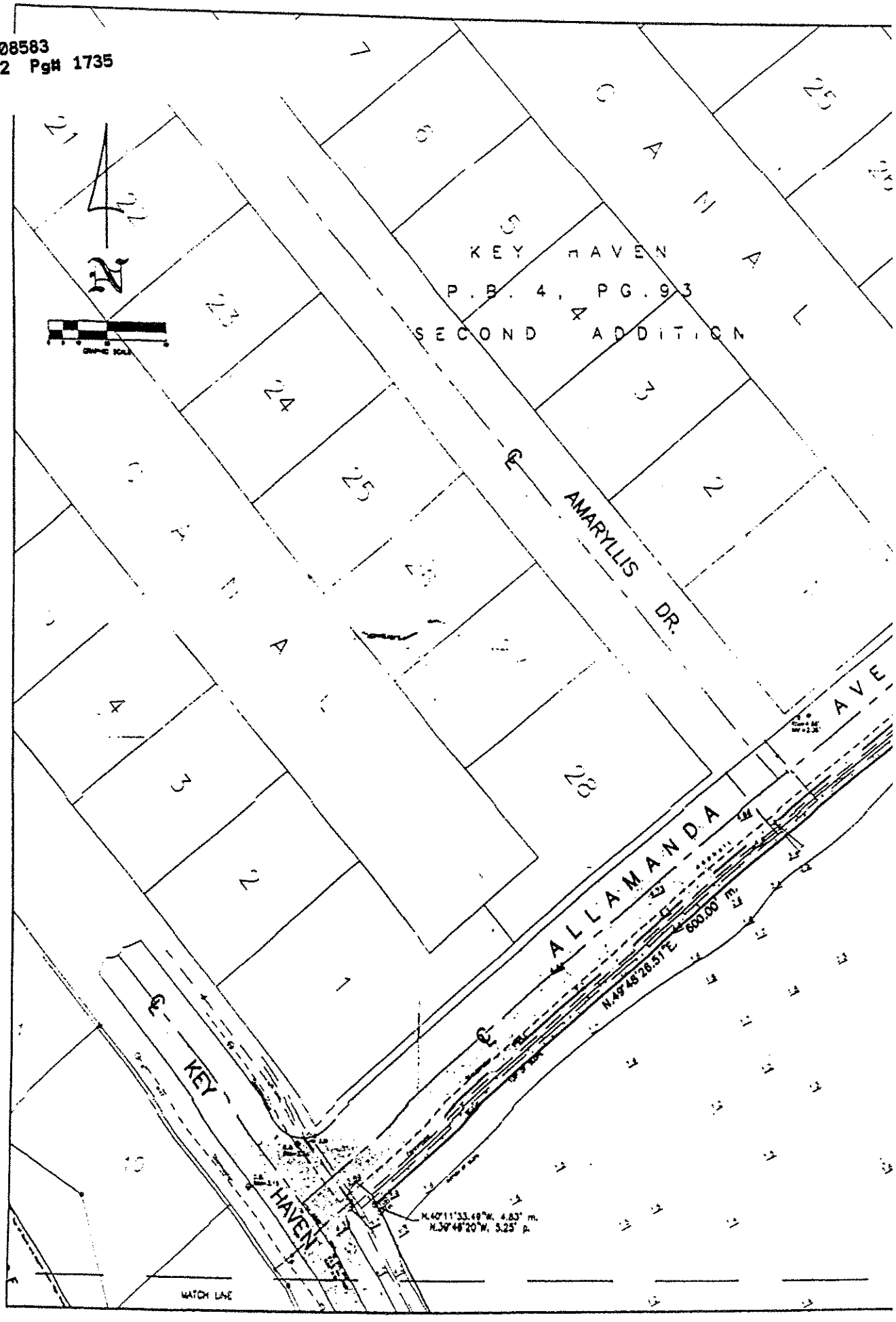
By: Dixie M. Spehar
MAYOR Dixie Spehar

Doc# 1508583
Bk# 2102 Pg# 1733

Doc# 1508583
Bk# 2102 Pg# 1734

EXHIBIT A (PER DEVELOPMENT AGREEMENT)

Doc# 1508583
Bk# 2102 Pg# 1735



MONROE COUNTY
OFFICIAL RECORDS

Doc# 1508583
Bk# 2102 Pg# 1750

FILE #1012997
BK#1465 PG#1382

RCD Jul 09 1997 09:32AM
DANNY L KOLHAGE, CLERK

AGREEMENT

Wayne Lujan

This agreement is entered into by and between Wayne Lujan, Owner and General Contractor, or "Owner" or "Lujan"; and the FLORIDA DEPARTMENT OF COMMUNITY AFFAIRS (" the Department" or "DCA").

WITNESSETH:

WHEREAS, Wayne Lujan is the owner of real property known as "Enchanted Island" located at section 25, Township 67, Range 25E, at Mile Marker 6; East of Key Haven, in unincorporated Monroe County, Florida, more particularly described in the Monroe County Major Conditional Use Development Order no. 8-95 and site plans, attached as Composite Attachment "A"; and

WHEREAS, the Department is the State land planning agency with the duty and responsibility of administering and enforcing the provisions of Chapter 380, Florida Statutes, the Florida Environmental Land and Water Management Act of 1972 ("The Act"), and the rules and regulations promulgated thereunder, which include statutory and rule provision relating to development within the Florida Keys Area of Critical State Concern; and

WHEREAS, pursuant to Section 380.032(3), Florida Statutes, the Department is authorized to enter into agreements with any landowner, developer, or governmental agency as may be necessary to effectuate the provisions and purposes of The Act or any rules promulgated thereunder; and

Doc# 1508583
Bk# 2102 Pg# 1749

EXHIBIT B (PER DEVELOPMENT AGREEMENT)

WHEREAS, on 8 September 1995, The Department appealed Monroe County's granting of the Major Conditional Use approval as Development Order no. 8-95; and

WHEREAS, the Department of Community Affairs filed an appeal of the Monroe County Development Order No. 8-95 alleging that the order is inconsistent with Monroe County Comprehensive Plan Policies and Land Development Regulations governing shoreline setbacks, surface water management , and wastewater management and further opines that the Development Order is inconsistent with the 1988 stipulated settlement agreement entered into by the previous owners of the subject property and the Department and runs with the land: and

WHEREAS, on 27 September 1995, The Department's Growth Management Administrator, Mr. Michael McDaniel, informed Lujan's counsel, Mr. William Spottswood, of a basis for settlement whose central purpose was the resolution of the shoreline setback, and that other contested items of the Department's appeal could be resolved once the shoreline setback was resolved.

WHEREAS, Lujan has completed a "Shoreline Buffer Plan" by Lewis Environmental, February 1997, which illustrates methods of landscaping and planting to aid in the restoration of the functional integrity and purpose of a natural shoreline, said plan being Attachment "B"; and

WHEREAS, it is the intent and desire of the parties to avoid a rejection of the "Major Conditional Use" approval on the subject property by the Department and the litigation likely to result from such a rejection, and to limit and guide the development which may occur or continue on the property as provided in this agreement; and

WHEREAS, the Department finds that this agreement is in the best interests of the State of Florida and is necessary to effectuate the provisions and purposes of Chapter 380, Florida Statutes.

NOW, THEREFORE, in consideration of the mutual promises and undertakings contained herein, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. RECITALS. The above recitals are incorporated herein and form a material part of this agreement.

2. DEVELOPMENT AUTHORIZED. The following development is authorized on the subject property:

   1. Construction of 16 (sixteen) single family dwelling units in 8 (eight) duplex attached structures, as per attached site plan by Gonzalez Architects dated 19 March 1997, which is "Attachment "C" to this agreement.
   2. Driveway/cul-de-sac to serve the units.
   3. Utilities to serve the homes, including connection to the sewage treatment plant located on Key Haven, by any lawful and practicable means.
   4. Drainage improvements for the entire site.
   5. A recreational building and accessory building.
   6. A swimming pool, including pool decks.
   7. Four piers with four boat slips per pier.
   8. Walkways, landscaping and entry gate.

3. CONDITIONS OF DEVELOPMENT

   1. All structures shall be set back 25 (twenty five) feet from the shoreline, with the exception of one pod of two dwelling units, and the road serving these two units only, which will have a 20 (twenty) foot set back due to the width of the island at that point. All other structures shall have a 25 (twenty five) foot setback.

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2. Shoreline vegetative buffers on the island adjacent to the house shall be constructed as per the recommendations and plan prepared by Lewis Environmental Services Inc., Attachment "C".

3. All re-vegetation requirements of the Major Conditional Use approval , and the Stipulation and Settlement Agreement with the Department of Community Affairs in resolution of an appeal of a previous development order (building permit) issued to Lujan (no. 881 0000196) issued by Monroe County on 4 February 1986 shall be accomplished concomitantly with the vegetation planted according to the shoreline buffer plan, Attachment "C". In addition Lujan shall submit a landscape plan for the causeway to the island concomitant with the application for first building permit for a structure, and shall conform to County requirements for minimum amount of native species.

4. Final Stormwater Management Plans required for the entire development shall be approved by the Monroe County Engineer and the South Florida Water Management District prior to the issuance of a building permit. Such plans shall be amended to incorporate the buffer requirements of Attachment "C".

5. Lujan shall plant 25 Bay Cedar trees on the upland area of the island. The planting shall be 20 inch potted nursery stock. Lujan shall insure, by a maintenance program approved by the Monroe County Biologist, a 90% survival rate of the plantings for a period of three years. Lujan shall re-plant at the same size as necessary to accomplish the 90% 3 year survival rate.

6. Lujan shall, if development of the island should not begin within two years from the date of this agreement, plant an acceptable ground cover on the island.

7. All structures shall be connected to the sewage treatment plant located on Key Haven. Lujan shall obtain approval to connect to the plant and have the collection system in place prior to the issuance of the first building permit for any residential structure of the project.

8. The construction of all the dwelling units shall be subject to Monroe County's Residential Rate of Growth Ordinance (ROGO) so long as that ordinance remains in effect. The schedule for the completion of the home authorized by the development order and this agreement shall be ten years in order to reflect the anticipated absorption rate of the homes provided by the market and to reflect he project's ability to compete in the ROGO process.

9. The construction of the sixteen units shall be subject to acquisition of 11.5 (eleven and one half) TDR's (Transferable Development Rights) from sites which meet the environmental sensitivity criteria of section 9.5-265 of the Monroe County Land Development Regulations and the Monroe County Year 2010 Comprehensive Plan.

10. Lujan and the subsequent homeowners shall be responsible for the maintenance of the four culverts under the access road as shown on the site plan.

11. A conservation easement shall be granted by Lujan for placement over the shoreline buffer vegetation areas in a form acceptable to the County.

12. The shoreline buffer areas adjacent to the homes on the island, as specified in item 3-2 above, shall be protected from erosion and unnecessary access

by a structure of concrete curb or logs or other methods with a narrow footpath access to the shoreline.

13. No Monroe County Certificate of Occupancy for any building shall be issued until the shoreline buffer required by condition number 2 has been installed, and approved by Monroe County.

4. DISMISSAL OF APPEAL. Upon recordation of this agreement, Lujan shall furnish proof of recordation to the Department. Within 10 days after proof of recordation is received by certified mail, the Department will voluntarily dismiss Appeal No. APP-95-023.

5. SCOPE OF AUTHORITY. This Agreement affects the rights and obligations of the parties under the provision of Chapter 380, Florida Statutes, relating to Areas of Critical State Concern. It is not intended to influence or determine the authority or decisions of any other state or local government or agency in issuance of any other permits or approvals that might be required by state law or local ordinance for any development authorized by this Agreement.

6. DUPLICATE ORIGINALS. This Agreement may be executed in any number of originals, all of which evidence one agreement, and only one of which needs to be produced for any purpose.

7. BINDING EFFECT; RECORDATION OF AGREEMENT. This Agreement shall be binding of the parties, their heirs, successors and assigns. Within ten (10 days after the effective date of this agreement, the Owner shall record this Agreement in the Public Records of Monroe County, Florida and shall promptly provide proof of recordation to Monroe County and the Department, including the official records book and page where the Agreement is recorded. Proof of recordation shall be furnished by hand delivery or US Certified Mail postage prepaid to Monroe County directing same to Timothy McGarry, Planning Director, Monroe County Growth Management Division, Marathon Regional

Service Center, 2796 Overseas Highway, Marathon, FL 33050, and to the Department by directing same to Michael McDaniel, Growth Management Administrator, Region II, Department of Community Affairs, 2555 Shumard Oak Blvd., Tallahassee, FL 32399-2100.

8. ENFORCEMENT. This agreement may be enforced by either signatory party, and by Monroe County, as provided in Chapter 380, Florida Statutes, or as otherwise allowed by law.

9. ENTIRETY OF AGREEMENT/AMENDMENT. This Agreement constitutes the entire agreement between Lujan and the Department. This Agreement may be modified or amended only by a separate written agreement signed by Lujan, and the Department.

10 RELEASE, COSTS AND ATTORNEY FEES Each party hereto releases the other from any and all claims or demands arising out of the subject appeal. Each party shall bear its own costs and attorney's fees incurred in connection with this proceeding.

11. EFFECTIVE DATE OF AGREEMENT. The effective date of this Agreement is the date the last party signs this Agreement.

IN WITNESS WHEREOF, the parties, by their duly authorized undersigned representatives, have executed this Agreement on the dates and year below written.

5/8/97
Date

Mr. Wayne Lujan

By: _____
Mr. Wayne Lujan
Owner

STATE OF FLORIDA
COUNTY OF MONROE

FILE #1012997
BK#1465 PG#1389

This instrument was acknowledged before me this 8th day of May 1997 by Mr. Wayne Lujan, as owner, who is personally known to me and who did not take an oath.

Notary Public

VICKY M. ROBERTS
MY COMMISSION # CC 638717
EXPIRES: April 14, 2001
Bonded Thru Notary Public Underwriters

Vicky M. Roberts
Name (typed, printed or stamped)

Commission Number

DEPARTMENT OF COMMUNITY AFFAIRS
An Agency of the State of Florida

6/18/97
Date

By: Charles Pattison

Charles Pattison
Director, Division of Resource
Planning and Management

STATE OF FLORIDA
COUNTY OF LEON

This instrument was acknowledged before me this 18th day of June, 1997, by Charles Pattison, as Director, Division of Resource Planning and Management, Department of Community Affairs, who is personally known to me and who did not take an oath.

Notary Public

Lavoise Whittington
Name (typed, printed or stamped)

#CC 308615
Commission Number

My commission expires: 8/12/97

Doc# 1508583
Bk# 2102 Pg# 1757

LAVOISE T. WHITTINGTON
MY COMMISSION EXPIRES
AUGUST 12, 1997
#CC 308615
Bonded thru
Troy Fain-Insurance
NOTARY PUBLIC, STATE OF FLORIDA

Lujan/DCA
May 1997

FILE #1012997
BK#1465 PG#1390

ATTACHMENT "A"

Doc# 1508583
Bk# 2102 Pg# 1758

KEY HAVEN ESTATES

PRELIMINARY SUBDIVISION PLAT APPLICATION

EXHIBIT B

Mitigation Plan

MITIGATION PLAN

KEY HAVEN ESTATES

Prepared by

Consulting Engineering & Science, Inc.

8925 SW 148th Street, Suite 100

Miami, FL 33176

November, 2005

Key Haven Mitigation Plan

To offset unavoidable impacts to 6.05 acres of disturbed salt marsh wetlands resulting from the proposed Key Haven Estates subdivision, a mitigation plan has been developed that incorporates a combination of wetland creation and restoration as well as preservation of intact wetland habitats. The restoration component consists of on-site fill removal and re-vegetation over an area of 1.05 acres and on-site preservation of three parcels of salt marsh and mangrove wetlands totaling 24 acres (Figure 1). The mitigation areas are located immediately adjacent to the Gulf of Mexico, providing contiguity to the open waters of the Gulf and adjacent productive marine habitats including seagrass beds and hard bottom communities. All mitigation areas will be placed in a conservation easement to be protected in perpetuity. Detailed descriptions of each assessment area are provided in the attached Part I Qualitative Description UMAM sheets.

The extent of impacted wetlands on the Key Haven development site were established in coordination with the South Florida Water Management District (SFWMD) during a site visit on March 17, 2005. The wetlands proposed to be filled are heavily impacted and frequently used for vehicle parking and boat storage. These wetlands are actually a low area that remains after filling activities that originally created the Key Haven development. This low area also serves to collect storm water runoff from the surrounding road system that drains into the depressional wetland area. Since roads surround the triangular area, there is no direct connection to Florida Bay. Upland areas within the triangle have had additional fill, including crushed

limerock that has solidified over time under pressure from vehicular traffic and provides no habitat value. There are also marginal wetlands that have been scarified as a result of the vehicle use and provide minimal wetland functions. Due to the compaction of the area from traffic and parking, drainage and percolation has been reduced and there is evidence (i.e. soil cracking) that indicates the pooling of storm water runoff following rain events.

A UMAM analysis was conducted to determine the functional values of both the wetlands proposed to be filled as part of the development of Key Haven and the proposed mitigation areas. A total of six assessment areas were established and evaluated, and a summary of these assessment areas and the calculated impacts and benefits are provided in Table 1.

Table 1. Impact and Mitigation Assessment Areas for the Key Haven Estates development including UMAM scores for impacts and mitigation credits.

Assessment Area	Size in Acres	UMAM Scores
Impact Scarified	5.26	-1.42
Impact Vegetated	0.79	-0.26
Wetland Impact Totals		**-1.68**
Mitigation Restoration	1.05	0.27
Mitigation Preserve I	15.8	0.99
Mitigation Preserve II	5.12	0.32
Mitigation Preserve III	3.06	0.16
Mitigation Credits Total		**1.74**

Impact Analysis

The wetlands proposed for development are adjacent to U.S. Highway 1, and are generally referred to as the Key Haven Triangle. Because of the variability in wetland quality in this area proposed for development, two separate assessment areas were established and evaluated separately. Wetlands with good vegetative structure and species composition were incorporated into a Vegetated assessment area while scarified and highly disturbed wetlands were incorporated into the Scarified assessment area (Figure 2). The Vegetated Assessment Area is 0.79 acres while the Scarified Assessment Area is 5.25 acres.

UMAM scores for these wetlands were generally low, reflecting the fact that the site is isolated from the larger ecosystems of the Keys by high-density development, the hydrology of the site is severely altered, and the overall quality of the wetlands themselves is poor. The UMAM score for the two impact assessment areas combined was 1.68 (Table 1).

Mitigation Analysis

The 1.05 acre restoration area is a disturbed upland located on the south side of the Mitigation I preservation area (Figure 1). The restoration proposed for this site includes the removal of fill to create an elevation matching the adjacent intact salt marsh wetlands, approximately 2.0 feet above mean high water. The eastern edge of the restoration site will be graded down to the edge of the adjacent canal. The elevations will mimic the grade of the adjacent mangroves to allow adequate tidal exchange and flushing to ensure growth and survival of the planted mangroves and salt tolerant herbaceous vegetation. During the

excavation of the restoration site, protected upland plant species will be preserved by leaving "islands" of fill adequate to preserve these rare plants. These species include Joewood (*Jaquinia keyensis*) and bay cedar (*Suriana maritima*).

Red mangroves (*Rhiziphora mangle*) and black mangroves (*Avicennia germinans*) will be planted on the waterward side of mitigation site along the canal from an elevation of 1.0 to the mean high tide elevation of 1.7. The remainder of the mitigation site will be planted with black mangroves, white mangroves (*Laguncularia racemosa*), buttonwood (*Conocarpus erectus*), sea oxeye daisy, and other species to be determined.

The mitigation analysis includes a consideration of time lag and risk. Because of the historical success of mangrove mitigation efforts, it is presumed that the proposed mitigation site will achieve success within 5 years. The time factor for 5 years is 1.25. A risk factor of 1.0 was applied to the proposed mitigation plan because of the high probability of successful restoration of the site. Because the site is bounded by a large, intact natural wetland system and a canal with excellent tidal flushing, we believe the site will recover quickly as it is already trending towards a wetland in the current state. In addition, the site is well buffered from adverse secondary impacts due to the adjacent wetlands and limited access. The UMAM mitigation credit derived from the proposed restoration of this 1.05 acre site is 0.27 (Table 1).

The 24 acres of salt marsh and mangrove wetlands proposed for preservation include three parcels in the Key Haven development (Figure 1). These wetlands are in excellent ecological condition, and will be placed in a conservation easement and

protected in perpetuity. Because of the proximity of these preservation areas to Florida Bay, the presence of adequate tidal inundation typical of healthy mangrove systems, and the absence of any nuisance/exotic plant species, a preservation factor of 0.9 was assigned to the area to be placed in a conservation easement. By placing these areas in a conservation easement and providing for long-term management, a total of 1.47 UMAM mitigation credits is derived from the preservation component.

Impact and Mitigation Summary

Based on the UMAM analysis described above for the impacts and mitigation proposed, a total of 1.68 mitigation credits are required offset the wetland impacts of the project. The combination of 1.05 acres of on-site wetland creation and 24 acres of salt wetland preservation proposed yields a total of 1.74 credits (Table 1). Thus, the mitigation plan adequately offsets the wetland impacts associated with the proposed project.

Mitigation Construction

Construction of the mitigation area will require the use of mid-sized equipment. Machinery can access the mitigation site without impacts to any wetlands. All excavated material can be hauled away and disposed in an upland location. Floating silt curtains will be installed in the canal around the proposed excavation area prior to any earthwork to control turbidity during the construction of the mitigation area. Silt curtains will also be installed surrounding the existing mangroves on the west side (landward side) of the excavation area to protect the

existing mangrove wetlands during construction of the mitigation site.

Excavation of the mitigation site will be conducted to achieve the dimensions and elevations shown on the attached plan view and cross section drawings. Extreme care will be taken during excavation of material adjacent to the existing mangroves to allow the bottom of the mitigation site to match the grade of the existing mangroves.

Once the construction of the mitigation area has been completed and the design elevations have been verified, the site will be planted. An exact planting plan will be provided as part of the overall mitigation plan when it is finalized.

Mitigation Monitoring

Following completion of the construction of the mitigation site, Key Haven Estates shall conduct a baseline mitigation monitoring survey and submit a time zero report to the South Florida Water Management District. The baseline monitoring report will include an as-built survey, species list and number of plants installed, and photo documentation of the site. Annual monitoring reports will be provided for a period of five (5) years and shall include:

a) Permit Number
b) Date of monitoring
c) Species list and number of plants surviving
d) Percent cover by wetland vegetative species
e) Percent cover by exotic/nuisance vegetative species

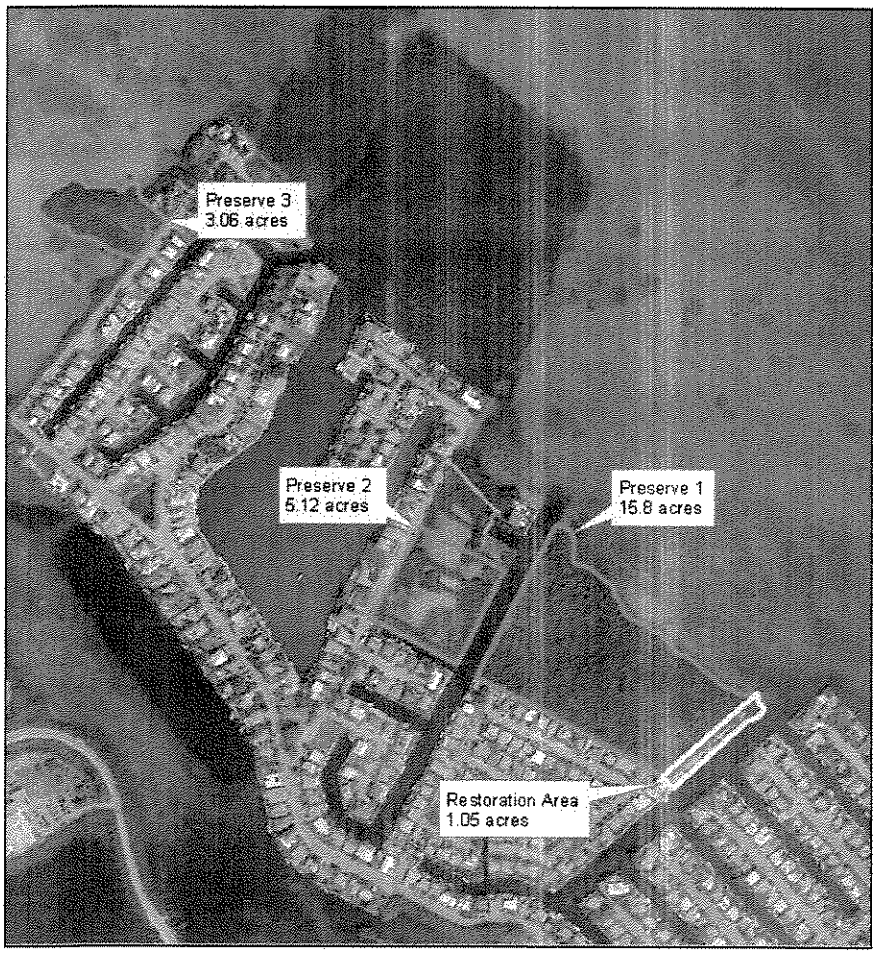
f) Description of any exotic plant control procedures
g) Observations of water depth and tidal flow
h) Antecedent weather conditions
i) Tidal stage
j) Photo documentation at a fixed reference point
k) Functional Analysis

Mitigation Success Criteria

The goals of the mitigation plan are to achieve a survival of 80% of the planted material and coverage of 80% by wetland plant species. Nuisance and exotic plant species will be maintained at 5% coverage in the mitigation area or less. The UMAM score of the mitigation site when it achieves success is projected to be 0.8.

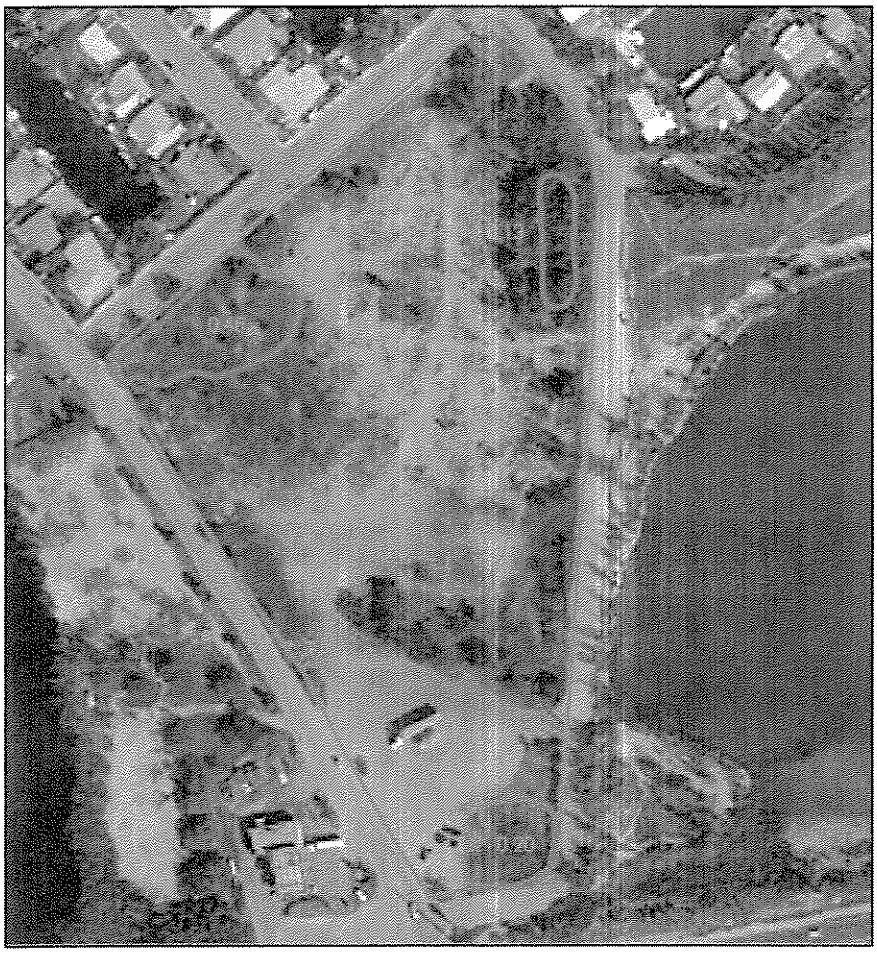
Mitigation Maintenance and Monitoring Schedule

The Maintenance and Monitoring schedule will include a time zero report upon completion of the construction and planting of the mitigation site. Annual reports will then be provided for five years or until the site is deemed to be successful by the SFWMD. Maintenance activities during all monitoring events will include hand removal of all nuisance and exotic plant species within all mitigation areas.



Legend: Wetland Preservation Areas
Wetland Restoration Area

Consulting Engineering and Science, Inc. 8925 S.W. 148th Street, Suite 100 Miami, Florida 33176	**Key Haven Mitigation Areas** **Wetland Restoration and Wetland Preservation**	**Figure** **1**



Legend: Vegetated Assessment Areas
Boundary of Triangle Area

Consulting Engineering and Science, Inc. 8925 S.W. 148th Street, Suite 100 Miami, Florida 33176	**Key Haven Triangle Wetland Impact showing Vegetated Assessment Areas**	**Figure** **2**

KEY HAVEN ESTATES

PRELIMINARY SUBDIVISION PLAT APPLICATION

EXHIBIT C

Preliminary Plat with Conceptual Water/Sewer and Drainage Plan

Oversized and Attached

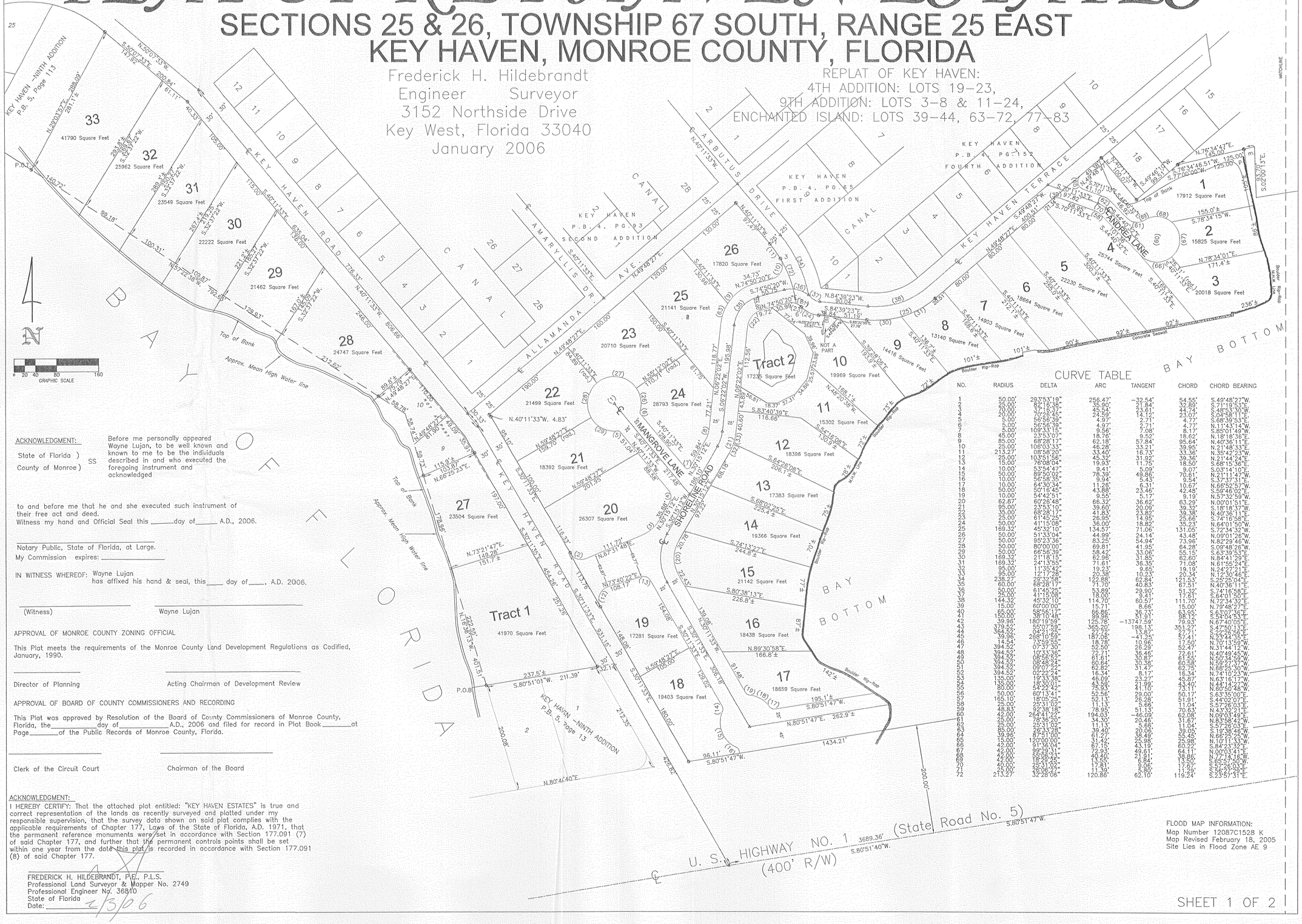
PLAT OF KEY HAVEN ESTATES

SECTIONS 25 & 26, TOWNSHIP 67 SOUTH, RANGE 25 EAST
KEY HAVEN, MONROE COUNTY, FLORIDA

Frederick H. Hildebrandt
Engineer Surveyor
3152 Northside Drive
Key West, Florida 33040

January 2006

REPLAT OF KEY HAVEN:
4TH ADDITION: LOTS 19–23,
9TH ADDITION: LOTS 3–8 & 11–24,
ENCHANTED ISLAND: LOTS 39–44, 63–72, 77–83



ACKNOWLEDGMENT:

State of Florida)
SS
County of Monroe)

Before me personally appeared Wayne Lujan, to be well known and known to me to be the individuals described in and who executed the foregoing instrument and acknowledged

to and before me that he and she executed such instrument of their free act and deed.
Witness my hand and Official Seal this _____day of_____ A.D., 2006.

_____
Notary Public, State of Florida, at Large.
My Commission expires: _____

IN WITNESS WHEREOF: Wayne Lujan has affixed his hand & seal, this____ day of____, A.D. 2006.

_____ _____
(Witness) Wayne Lujan

APPROVAL OF MONROE COUNTY ZONING OFFICIAL

This Plat meets the requirements of the Monroe County Land Development Regulations as Codified, January, 1990.

_____ _____
Director of Planning Acting Chairman of Development Review

APPROVAL OF BOARD OF COUNTY COMMISSIONERS AND RECORDING

This Plat was approved by Resolution of the Board of County Commissioners of Monroe County, Florida, the_____ day of _____ A.D., 2006 and filed for record in Plat Book_____at Page_____of the Public Records of Monroe County, Florida.

_____ _____
Clerk of the Circuit Court Chairman of the Board

ACKNOWLEDGMENT:
I HEREBY CERTIFY: That the attached plat entitled: "KEY HAVEN ESTATES" is true and correct representation of the lands as recently surveyed and platted under my responsible supervision, that the survey data shown on said plat complies with the applicable requirements of Chapter 177, Laws of the State of Florida, A.D. 1971, that the permanent reference monuments were set in accordance with Section 177.091 (7) of said Chapter 177, and further that the permanent controls points shall be set within one year from the date this plat is recorded in accordance with Section 177.091 (8) of said Chapter 177.

FREDERICK H. HILDEBRANDT, P.E., P.L.S.
Professional Land Surveyor & Mapper No. 2749
Professional Engineer No. 36810
State of Florida
Date: 2/3/06

RECEIVED
FEB 24 2006
MONROE CO. PLANNING DEPT.

CURVE TABLE

NO.	RADIUS	DELTA	ARC	TANGENT	CHORD	CHORD BEARING
1	50.00'	293°53'19"	256.47'	-32.54'	54.55'	S.49°48'27"W.
2	25.00'	82°16'38"	35.90'	21.84'	32.89'	S.71°19'53"E.
3	70.00'	37°15'37"	45.54'	23.61'	44.74'	S.48°53'00"W.
4	20.00'	70°26'45"	24.59'	14.12'	23.07'	S.04°58'11"E.
5	5.00'	56°56'39"	4.97'	2.71'	4.77'	S.68°39'53"E.
6	5.00'	56°56'39"	4.97'	2.71'	4.77'	N.11°43'14"W.
7	5.00'	109°33'15"	9.56'	7.08'	8.17'	S.85°01'49"W.
8	45.00'	23°53'07"	18.76'	9.52'	18.62'	N.18°18'16"E.
9	85.00'	68°28'17"	62.18'	57.84'	95.64'	N.40°36'11"E.
10	25.00'	106°03'33"	46.28'	33.21'	39.95'	N.21°48'33"W.
11	213.27'	08°58'20"	33.40'	16.73'	33.36'	N.35°42'23"W.
12	25.00'	103°51'56"	45.32'	31.92'	39.36'	N.21°44'24"E.
13	15.00'	76°08'04"	19.93'	11.75'	18.50'	S.68°15'36"E.
14	10.00'	53°54'47"	9.41'	5.09'	9.07'	S.03°14'10"E.
15	50.00'	89°50'02"	78.39'	49.86'	70.61'	N.21°11'47"W.
16	10.00'	56°58'35"	9.94'	5.43'	9.54'	S.37°37'11"E.
17	10.00'	64°30'34"	11.26'	6.31'	10.67'	N.66°52'57"W.
18	50.00'	50°16'45"	43.88'	23.46'	42.48'	S.59°46'02"E.
19	10.00'	54°42'51"	9.55'	5.17'	9.19'	N.57°32'59"W.
20	62.87'	60°26'48"	66.32'	36.62'	63.29'	N.00°01'51"E.
21	95.00'	23°53'10"	39.60'	20.09'	39.32'	S.18°18'37"W.
22	35.00'	68°28'17"	41.83'	23.82'	39.38'	N.40°36'11"E.
23	25.00'	61°45'25"	26.95'	14.95'	25.66'	S.74°16'58"E.
24	50.00'	41°15'08"	36.00'	18.82'	35.23'	N.64°01'50"W.
25	169.32'	45°32'10"	134.57'	71.06'	131.05'	S.72°34'32"W.
26	50.00'	51°33'04"	44.99'	24.14'	43.48'	N.09°01'26"W.
27	50.00'	95°23'36"	83.25'	54.94'	73.96'	N.82°29'46"W.
28	50.00'	80°00'00"	69.81'	41.95'	64.28'	S.09°48'26"W.
29	50.00'	66°56'39"	58.42'	33.06'	55.15'	S.63°39'53"E.
30	169.32'	21°18'15"	62.96'	31.85'	62.60'	N.84°41'29"E.
31	169.32'	24°13'55"	71.61'	36.35'	71.08'	N.61°55'24"E.
32	95.00'	11°35'42"	19.23'	9.65'	19.19'	N.24°27'21"E.
33	95.00'	12°17'28"	20.38'	10.23'	20.34'	N.12°30'46"E.
34	238.27'	29°32'58"	122.88'	62.84'	121.53'	S.25°25'04"E.
35	60.00'	68°28'17"	71.70'	40.83'	67.51'	N.40°36'11"E.
36	50.00'	61°45'25"	53.90'	29.90'	51.32'	S.74°16'58"E.
37	22.00'	41°15'08"	18.00'	9.41'	17.61'	S.64°01'50"E.
38	144.32'	45°32'10"	114.70'	60.57'	111.70'	N.72°34'32"E.
39	15.00'	60°00'00"	15.71'	8.66'	15.00'	N.79°48'27"E.
40	65.00'	58°56'17"	66.86'	36.73'	63.95'	S.63°07'36"E.
41	100.00'	35°16'46"	99.98'	51.51'	98.4'	S.54°04'53"E.
42	39.96'	180°19'59"	125.76'	-1377.59'	79.93'	N.67°40'06"E.
43	379.52'	55°07'59"	365.20'	198.13'	351.27'	S.47°50'13"E.
44	364.52'	04°21'25"	27.72'	13.87'	27.71'	S.02°04'52"E.
45	39.96'	268°10'59"	187.08'	-41.25'	57.41'	N.29°44'35"E.
46	14.84'	73°59'55"	18.78'	10.96'	17.50'	N.70°13'59"W.
47	394.52'	07°37'30"	52.50'	26.29'	52.47'	N.31°44'12"W.
48	394.52'	10°33'36"	72.71'	36.46'	72.61'	N.40°49'45"W.
49	394.52'	08°56'52"	61.61'	30.87'	61.55'	N.50°24'33"W.
50	394.52'	08°48'24"	60.64'	30.36'	60.58'	N.59°27'37"W.
51	394.52'	09°07'22"	62.82'	31.47'	62.75'	N.68°25'30"W.
52	394.52'	02°22'24"	16.34'	8.17'	16.34'	N.74°10'23"W.
53	135.00'	19°33'38"	46.09'	23.27'	45.87'	N.63°16'17"W.
54	135.00'	18°30'01"	43.59'	21.99'	43.40'	N.44°02'07"E.
55	80.00'	54°22'42"	75.93'	41.10'	73.11'	N.60°38'46"W.
56	50.00'	60°13'41"	52.56'	29.00'	50.17'	S.63°35'00"E.
57	165.10'	18°05'25"	52.13'	26.28'	51.91'	S.44°02'07"E.
58	25.00'	25°31'02"	11.13'	5.66'	11.04'	S.57°26'03"E.
59	48.53'	82°38'18"	78.95'	51.13'	70.63'	N.43°32'21"E.
60	42.00'	264°41'22"	194.03'	-46.09'	62.06'	N.09°03'46"E.
61	25.00'	78°36'20"	34.30'	20.46'	31.67'	N.83°58'42"W.
62	25.00'	25°31'02"	11.13'	5.66'	11.04'	S.57°26'03"E.
63	85.00'	26°33'28"	39.40'	20.06'	39.05'	S.19°38'46"W.
64	39.96'	87°51'00"	61.27'	38.49'	55.45'	N.66°25'25"W.
65	15.00'	120°00'00"	31.42'	25.98'	25.98'	N.10°11'33"W.
66	42.00'	91°36'04"	67.15'	43.19'	60.22'	S.84°23'32"E.
67	42.00'	88°23'11"	72.93'	49.61'	64.11'	N.00°03'41"E.
68	42.00'	55°08'23"	40.40'	21.81'	38.86'	N.27°13'18"W.
69	42.00'	18°42'44"	13.85'	6.84'	13.50'	S.65°52'59"W.
70	40.00'	25°31'02"	17.81'	9.06'	17.67'	S.57°26'03"E.
71	25.00'	26°06'22"	11.39'	5.80'	11.29'	S.56°27'29"E.
72	213.27'	32°28'06"	120.86'	62.10'	119.24'	S.23°57'31"E.

FLOOD MAP INFORMATION:
Map Number 12087C1528 K
Map Revised February 18, 2005
Site Lies in Flood Zone AE 9

SHEET 1 OF 2

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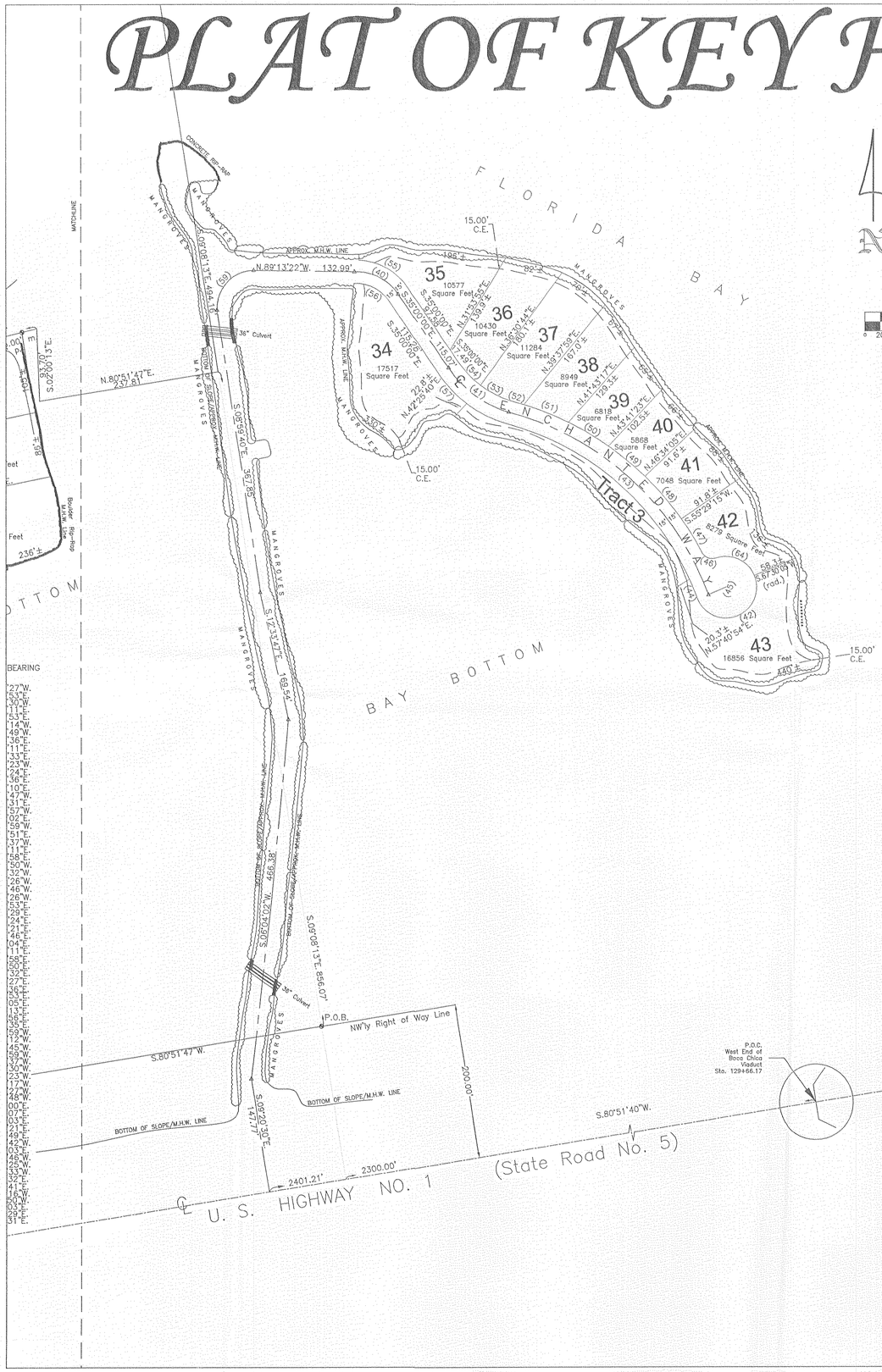
PLAT OF KEY HAVEN ESTATES



SURVEYOR'S NOTES:

1. ⊕ Denotes Permanent Reference Monument, P.L.S. No. 2749
2. ▲ Denotes Permanent Control Point, P.L.S. No. 2749
3. ● Denotes 1/2" I.P., P.L.S. No. 2749 set
4. North arrow and bearings based on F.D.O.T. R/W Map
5. Bench Mark , R-397 , Elev. 8.234
6. 4.4 denotes existing elevation, based on M.S.L., N.G.V.D. 1929 dATUM

Abbreviations:

Sty.	= Story	o/h	= Overhead
R/W	= Right-of-Way	u/g	= Underground
fd.	= Found	F.FL.	= Finish Floor Elevation
p.	= Plat	L.B.	= Low Beam
m.	= Measured	Rad.	= Radial
M.H.W.	= Mean High Water	Irr.	= Irregular
O.R.	= Official Records	conc.	= concrete
Sec.	= Section	I.P.	= Iron Pipe
Twp.	= Township	I.B.	= Iron Bar
Rge.	= Range	℄	= Baseline
N.T.S.	= Not to Scale	C.B.	= Concrete Block
℄	= Centerline	C.B.S.	= Concrete Block Stucco
Elev.	= Elevation	cov'd.	= Covered
B.M.	= Bench Mark	P.I.	= Point of Intersection
P.C.	= Point of Curvature	wd.	= Wood
P.T.	= Point of Tangency	R	= Radius
P.O.C.	= Point of Commence	A	= Arc (Length)
P.O.B.	= Point of Beginning	D	= Delta, (Central angle)
P.B.	= Plat Book	w.m.	= Water Meter
pg.	= page	Bal.	= Balcony
Elec.	= Electric	Pl.	= Planter
Tel.	= Telephone	Hydt.	= Fire Hydrant
Ench.	= Encroachment	F.W.	= Fire Well
O.L.	= On Line	C.E.	= Conservation Easement
C.L.F.	= Chain Link Fence		
A/C	= Air Conditioner		

FLOOD MAP INFORMATION:
Map Number 12087C1528 K
Map Revised February 18, 2005
Site Lies in Flood Zone AE 9

Description:

Being a part of Section 25, Township 67 South, Range 25 East, in Monroe County, Florida and more particularly described as follows: COMMENCING at the West end of the Boca Chica Viaduct, S.R.D., station 129 plus 66.17 run Southwesterly along the centerline of State highway No. 5 for a distance of 2300.00 feet to a point; thence at a right angle for a distance of 200.00 feet to the Northwesterly Right-of-Way Line of U.S. Highway No. 1 and the Point of Beginning; thence S 80°51'47" W a distance of 1434.21 feet; thence N 30°11'33" W a distance of 753.27 feet; thence N 40°11'33" W a distance of 4.83 feet; thence N 49°48'27" E a distance of 600.00 feet; thence S 40°11'33" E a distance of 97.47 feet to a point on a curve to the right, having: a radius of 213.27 feet, a central angle of 32°28'06", a tangent length of 62.10 feet, a chord bearing of S.23°57'31"E. and a chord length of 119.24 feet; thence along the arc of said curve, an arc length of 120.86 feet to a point on a curve to the right, having: a radius of 25.00 feet, a central angle of 26°06'27", a tangent length of 5.80 feet, a chord bearing of S.56°27'29"E. and a chord length of 11.29 feet; thence along the arc of said curve, an arc length of 11.39 feet to the point of reverse curvature of a curve to the left, having: a radius of 50.00 feet, a central angle of 41°15'08", a tangent length of 18.82 feet, a chord bearing of S.64°01'50"E. and a chord length of 35.23 feet; thence along the arc of said curve, an arc length of 36.00 feet; thence S 84°39'23" E a distance of 90.03 feet to a point on a curve to the left, having: a radius of 169.32 feet, a central angle of 45°32'10", a tangent length of 71.06 feet, a chord bearing of S.72°34'32"W. and a chord length of 131.05 feet; thence along the arc of said curve, an arc length of 134.57 feet; thence N 49°48'27" E a distance of 400.51 feet; thence S 40°11'33" E a distance of 100.07 feet; thence N 49°46'10" E a distance of 99.51 feet; thence N 76°34'47" E a distance 145.00 feet; thence S 02°00'13" E a distance of 93.70 feet; thence N 80°51'47" E a distance of 237.81 feet; thence S 09°08'13" E a distance of 856.07 feet back to the Point of Beginning.

Parcel, not including Bay Bottom, contains 610,265 square feet, or 14.0 acres, more or less.

Legal Description: Shoreline

Being a part of Section 25, Township 67 South, Range 25 East, in Monroe County, Florida and more particularly described as follows: COMMENCING at the West end of the Boca Chica Viaduct, S.R.D., station 129 plus 66.17 run Southwesterly along the centerline of State highway No. 5 for a distance of 3689.36 feet to the centerline of Key Haven Boulevard; thence N 30°11'33" W a distance of 426.82 feet; thence S 80°51'01" W a distance of 269.6'± to the shoreline and Point of Beginning; thence N.05°23'21"W., a distance of 6.29 feet; thence N.08°02'46"W., a distance of 8.34 feet; thence N.17°29'46"W., a distance of 21.93 feet; thence N.19°46'37"W., a distance of 33.99 feet; thence N.13°37'11"W., a distance of 35.36 feet; thence N.08°14'13"W., a distance of 11.57 feet; thence N.03°35'59"W., a distance of 15.44 feet; thence N.02°48'23"W., a distance of 33.25 feet; thence N.02°11'24"W., a distance of 13.05 feet; thence N.02°17'28"W., a distance of 10.13 feet; thence N.08°44'00"W., a distance of 16.11 feet; thence N.17°18'13"W., a distance of 38.38 feet; thence N.23°03'47"W., a distance of 26.96 feet; thence N.21°50'03"W., a distance of 20.22 feet; thence N.14°34'40"W., a distance of 20.05 feet; thence N.15°47'05"W., a distance of 13.39 feet; thence N.20°00'14"W., a distance of 16.89 feet; thence N.20°17'04"W., a distance of 19.37 feet; thence N.20°32'20"W., a distance of 15.40 feet; thence N.20°36'28"W., a distance of 34.76 feet; thence N.17°20'58"W., a distance of 28.39 feet; thence N.19°35'20"W., a distance of 15.85 feet; thence N.50°11'42"W., a distance of 4.33 feet; thence N.58°17'30"W., a distance of 12.48 feet; thence N.28°59'35"W., a distance of 16.73 feet; thence N.28°27'35"W., a distance of 14.59 feet; thence N.47°27'45"W., a distance of 12.05 feet; thence N.45°42'29"W., a distance of 11.50 feet; thence N.27°52'17"W., a distance of 15.10 feet; thence N.26°01'34"W., a distance of 16.95 feet; thence N.36°17'24"W., a distance of 17.07 feet; thence N.52°43'22"W., a distance of 2.93 feet; thence N.72°28'37"W., a distance of 1.69 feet; thence N.72°02'01"W., a distance of 3.17 feet; thence N.58°10'37"W., a distance of 12.55 feet; thence N.56°56'22"W., a distance of 13.71 feet; thence N.62°52'23"W., a distance of 15.63 feet; thence N.63°35'17"W., a distance of 20.94 feet; thence N.64°26'46"W., a distance of 20.42 feet; thence N.65°36'29"W., a distance of 18.48 feet; thence N.73°13'31"W., a distance of 12.57 feet; thence N.75°51'03"W., a distance of 21.92 feet; thence N.66°18'26"W., a distance of 17.21 feet; thence N.56°56'38"W., a distance of 20.87 feet; thence N.44°04'51"W., a distance of 11.34 feet; thence N.16°08'14"W., a distance of 11.32 feet; thence N.33°28'13"W., a distance of 14.03 feet; thence N.67°24'28"W., a distance of 14.84 feet; thence N.68°10'32"W., a distance of 18.32 feet; thence N.58°17'14"W., a distance of 17.70 feet; thence N.57°58'07"W., a distance of 19.44 feet; thence N.67°06'05"W., a distance of 24.36 feet; thence N.74°22'18"W., a distance of 24.57 feet; thence N.74°25'44"W., a distance of 26.11 feet; thence N.67°30'56"W., a distance of 26.27 feet; thence N.57°18'36"W., a distance of 69.99 feet; thence N.51°38'01"W., a distance of 107.25 feet; thence N.49°09'27"W., a distance of 16.49 feet; thence N.48°49'45"W., a distance of 44.44 feet; thence N.46°13'30"W., a distance of 63.33 feet; thence N.40°57'01"W., a distance of 85.33 feet to the Point of Terminus.

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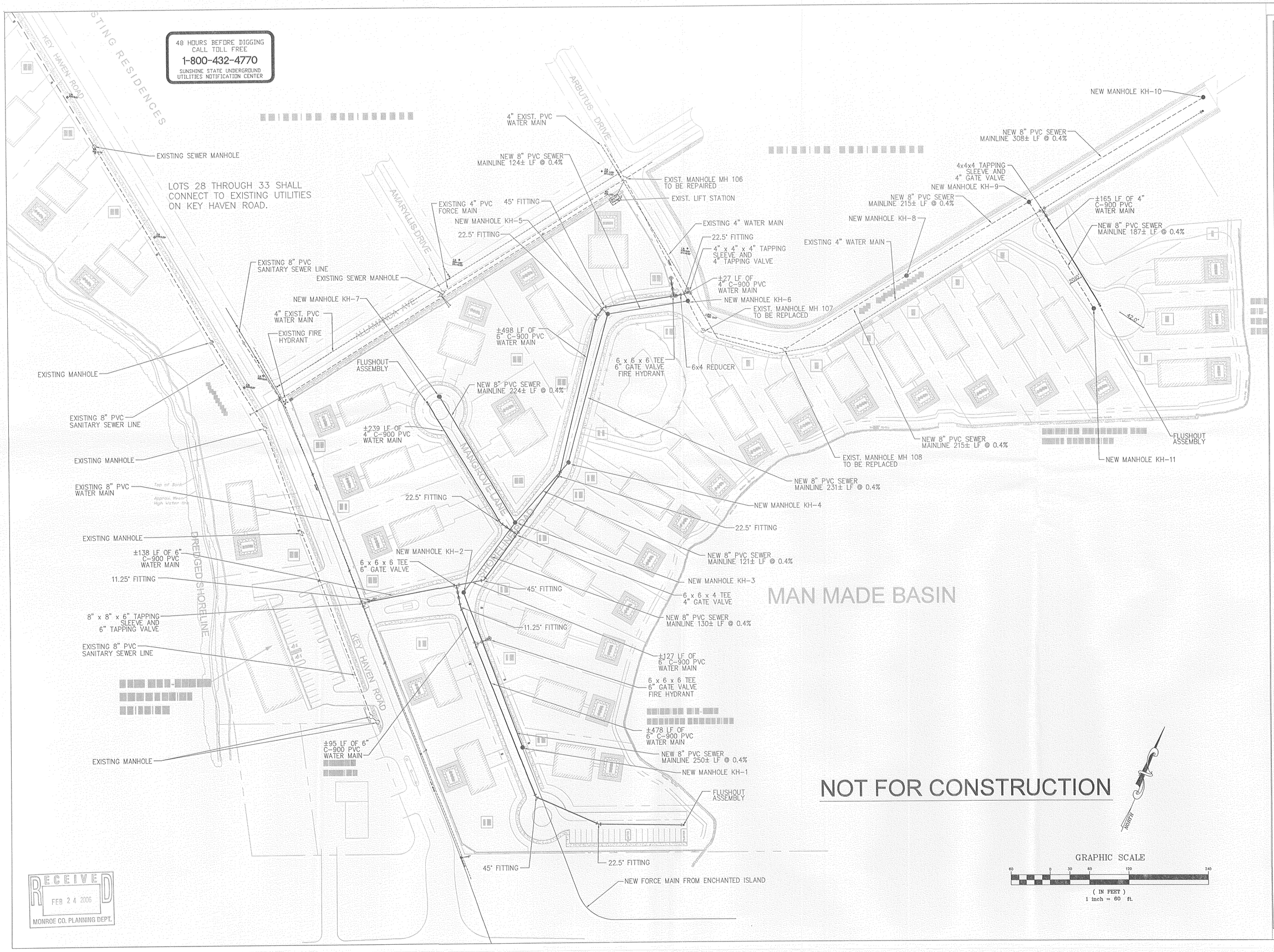

Historic Tours of America
NATIONS STORYTELLER

Historic Tours of America
201 Front Street, Suite 205
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RICHARD J. MILELLI
PE #58315

General Notes:

Key Haven Estates

MONROE COUNTY, FLORIDA

Drawn By: MCD	Checked By: EOS
Project No.	Scale: AS NOTED

Revisions:

Title:
CONCEPTUAL WATER AND SEWER PLAN

Sheet Number:
C-1A

Date: JANUARY 31, 2006

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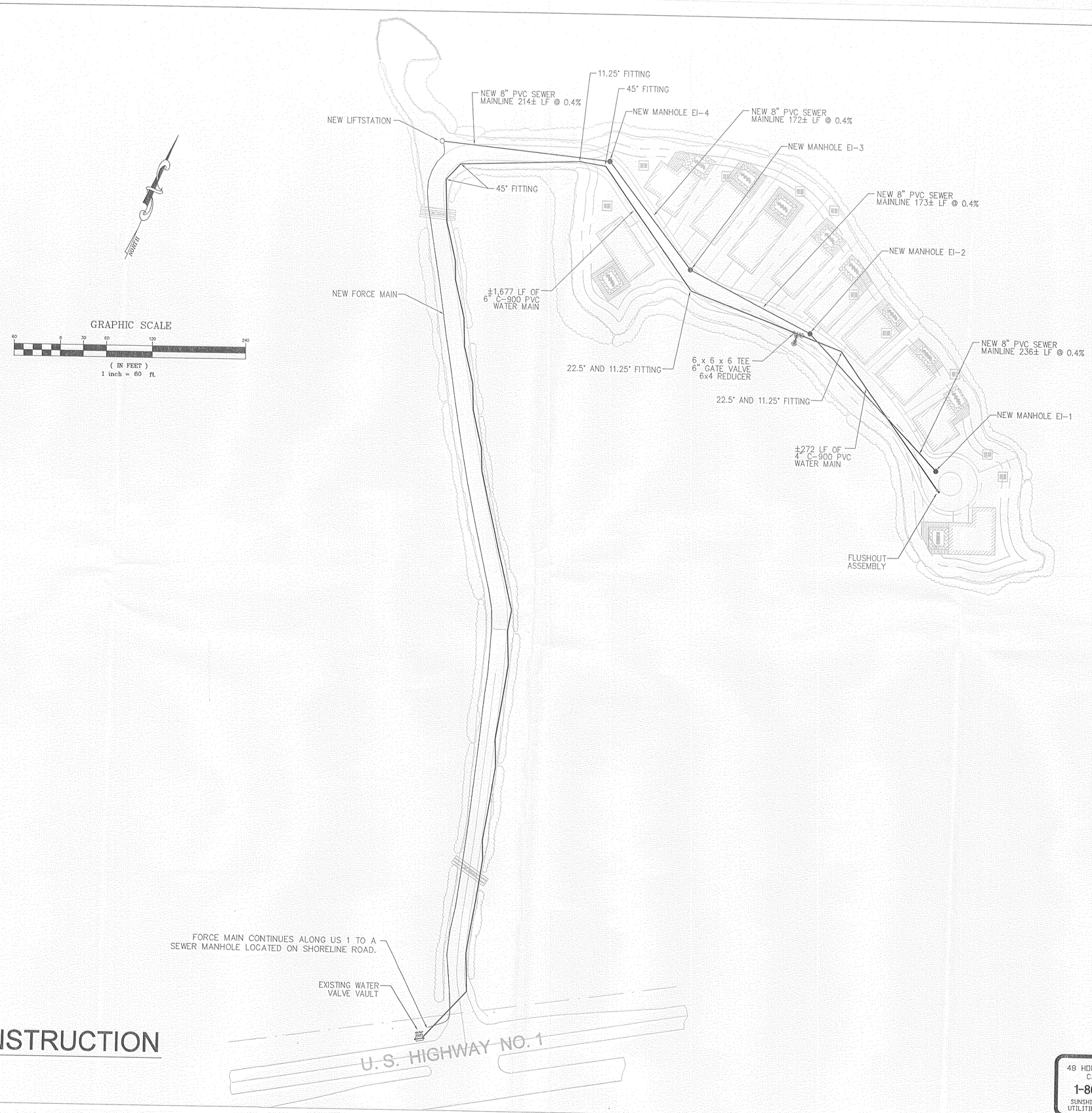

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PE #58315

General Notes:

Key Haven Estates

MONROE COUNTY, FLORIDA

Drawn By: RJM	Checked By: EOS
Project No.	Scale: AS NOTED

Revisions:

Title: CONCEPTUAL WATER AND SEWER PLAN

Sheet Number: C-1B

Date: JANUARY 31, 2006

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SWALE VOLUME PROVIDED

SWALE A VOLUME = CROSS SECT. AREA * LENGTH =
VOLUME = 250 FT * 8.0 CF/FT = 2,000 CF
VOLUME = 67 FT * 4.0 CF/FT = 268 CF

SWALE B VOLUME = CROSS SECT. AREA * LENGTH =
VOLUME = 90 FT * 4.0 CF/FT = 360 CF
VOLUME = 2*(247 FT * 2.0 CF/FT) = 988 CF

SWALE C VOLUME = CROSS SECT. AREA * LENGTH =
VOLUME = 76 FT * 4.0 CF/FT = 304 CF
VOLUME = 2*(253 FT * 2.0 CF/FT) = 1,012 CF

SWALE D VOLUME = CROSS SECT. AREA * LENGTH =
VOLUME = 86 FT * 4.0 CF/FT = 344 CF
VOLUME = 2*(236 FT * 2.0 CF/FT) = 944 CF

SWALE E VOLUME = CROSS SECT. AREA * LENGTH =
VOLUME = 97 FT * 4.0 CF/FT = 388 CF
VOLUME = 2*(187 FT * 2.0 CF/FT) = 748 CF

SWALE F VOLUME = CROSS SECT. AREA * LENGTH =
VOLUME = 117 FT * 4.0 CF/FT = 468 CF
VOLUME = 2*(137 FT * 2.0 CF/FT) = 548 CF

SWALE G VOLUME = CROSS SECT. AREA * LENGTH =
VOLUME = 138 FT * 4.0 CF/FT = 552 CF
VOLUME = 58 FT * 8.0 CF/FT = 464 CF

SWALE H VOLUME = CROSS SECT. AREA * LENGTH =
VOLUME = 378 FT * 4.0 CF/FT = 1,512 CF

SWALE I = TOP OF SWALE AREA = 3,015 SF
BOTTOM OF SWALE AREA = 1,265 SF
VOLUME = (TOP+BOTTOM)/2(1') = 2,140 CF

SWALE J VOLUME = CROSS SECT. AREA * LENGTH =
VOLUME = 144 FT * 4.0 CF/FT = 576 CF

SWALE K VOLUME = CROSS SECT. AREA * LENGTH =
VOLUME = 422 FT * 4.0 CF/FT = 1,688 CF
VOLUME = 191 FT * 1.0 CF/FT = 191 CF

SWALE L VOLUME = CROSS SECT. AREA * LENGTH =
VOLUME = 188 FT * 4.0 CF/FT = 752 CF
VOLUME = 338 FT * 1.0 CF/FT = 338 CF

SWALE M VOLUME = CROSS SECT. AREA * LENGTH =
VOLUME = 310 FT * 4.0 CF/FT = 1,240 CF
VOLUME = 220 FT * 1.0 CF/FT = 220 CF

SWALE N VOLUME = CROSS SECT. AREA * LENGTH =
VOLUME = 220 FT * 4.0 CF/FT = 880 CF
VOLUME = 313 FT * 1.0 CF/FT = 313 CF

SWALE O VOLUME = CROSS SECT. AREA * LENGTH =
VOLUME = 312 FT * 4.0 CF/FT = 1,248 CF
VOLUME = 188 FT * 1.0 CF/FT = 188 CF

SWALE P VOLUME = CROSS SECT. AREA * LENGTH =
VOLUME = 228 FT * 4.0 CF/FT = 912 CF
VOLUME = 331 FT * 1.0 CF/FT = 331CF

* AREA CALCULATED USING AUTOCAD PROGRAM.

SWALE Q VOLUME = CROSS SECT. AREA * LENGTH =
VOLUME = 134 FT * 8.0 CF/FT = 1,072 CF
VOLUME = 145 FT * 4.0 CF/FT = 580 CF
VOLUME = 121 FT * 1.0 CF/FT = 121 CF

SWALE R VOLUME = CROSS SECT. AREA * LENGTH =
VOLUME = 168 FT * 4.0 CF/FT = 672 CF

SWALE S VOLUME = CROSS SECT. AREA * LENGTH =
VOLUME = 108 FT * 4.0 CF/FT = 432 CF
VOLUME = 198 FT * 1.0 CF/FT = 198 CF

SWALE T VOLUME = CROSS SECT. AREA * LENGTH =
VOLUME = 154 FT * 4.0 CF/FT = 616 CF
VOLUME = 273 FT * 1.0 CF/FT = 273 CF

SWALE U VOLUME = CROSS SECT. AREA * LENGTH =
VOLUME = 250 FT * 4.0 CF/FT = 1,000 CF

SWALE V VOLUME = CROSS SECT. AREA * LENGTH =
VOLUME = 87 FT * 4.0 CF/FT = 348 CF
VOLUME = 224 FT * 1.0 CF/FT = 273 CF

SWALE W VOLUME = CROSS SECT. AREA * LENGTH =
VOLUME = 104 FT * 4.0 CF/FT = 416 CF
VOLUME = 400 FT * 1.0 CF/FT = 400 CF

SWALE X VOLUME = CROSS SECT. AREA * LENGTH =
VOLUME = 88 FT * 4.0 CF/FT = 352 CF
VOLUME = 420 FT * 1.0 CF/FT = 420 CF

SWALE Y VOLUME = CROSS SECT. AREA * LENGTH =
VOLUME = 57 FT * 4.0 CF/FT = 228 CF
VOLUME = 378 FT * 1.0 CF/FT = 378 CF

SWALE Z VOLUME = CROSS SECT. AREA * LENGTH =
VOLUME = 63 FT * 4.0 CF/FT = 252 CF
VOLUME = 358 FT * 1.0 CF/FT = 358 CF

SWALE AA VOLUME = CROSS SECT. AREA * LENGTH =
VOLUME = 13 FT * 4.0 CF/FT = 52 CF
VOLUME = 432 FT * 1.0 CF/FT = 432 CF

SWALE BB VOLUME = CROSS SECT. AREA * LENGTH =
VOLUME = 135 FT * 4.0 CF/FT = 540 CF

SWALE CC VOLUME = CROSS SECT. AREA * LENGTH =
VOLUME = 292 FT * 1.0 CF/FT = 292 CF

SWALE DD VOLUME = CROSS SECT. AREA * LENGTH =
VOLUME = 25 FT * 4.0 CF/FT = 100 CF

SWALE EE VOLUME = CROSS SECT. AREA * LENGTH =
VOLUME = 78 FT * 4.0 CF/FT = 312 CF
VOLUME = 322 FT * 1.0 CF/FT = 322 CF

SWALE FF VOLUME = CROSS SECT. AREA * LENGTH =
VOLUME = 66 FT * 4.0 CF/FT = 264 CF
VOLUME = 216 FT * 1.0 CF/FT = 216 CF

SWALE GG VOLUME = CROSS SECT. AREA * LENGTH =
VOLUME = 46 FT * 4.0 CF/FT = 184 CF
VOLUME = 280 FT * 1.0 CF/FT = 280 CF

SWALE HH VOLUME = CROSS SECT. AREA * LENGTH =
VOLUME = 56 FT * 4.0 CF/FT = 224 CF
VOLUME = 354 FT * 1.0 CF/FT = 354 CF

SWALE II VOLUME = CROSS SECT. AREA * LENGTH =
VOLUME = 57 FT * 4.0 CF/FT = 228 CF
VOLUME = 444 FT * 1.0 CF/FT = 444 CF

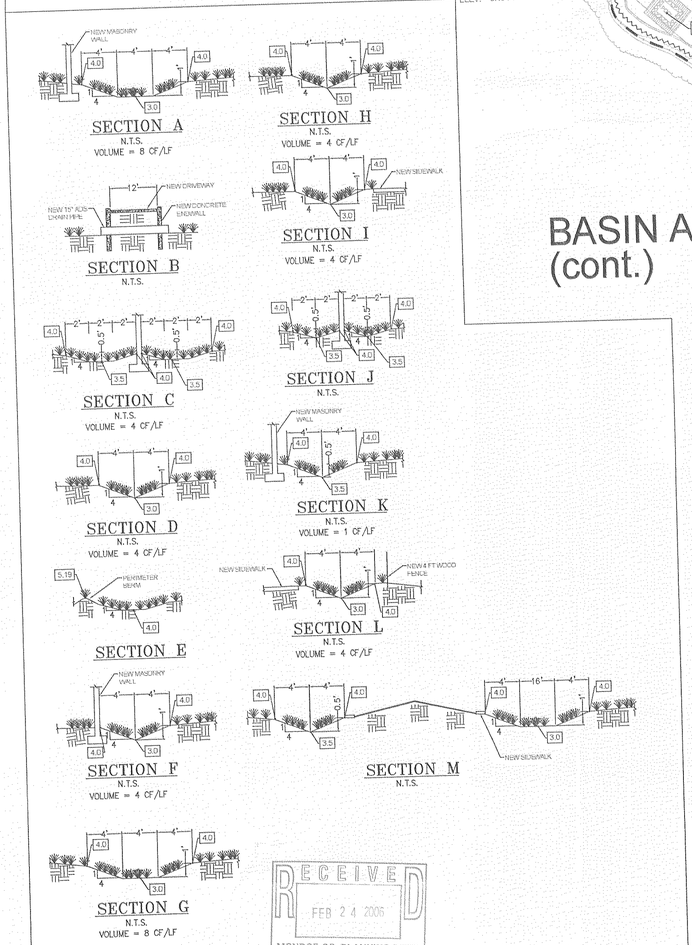
SWALE JJ VOLUME = CROSS SECT. AREA * LENGTH =
VOLUME = 51 FT * 4.0 CF/FT = 204 CF
VOLUME = 532 FT * 1.0 CF/FT = 532 CF

SWALE KK VOLUME = CROSS SECT. AREA * LENGTH =
VOLUME = 140 FT * 4.0 CF/FT = 560 CF
VOLUME = 238 FT * 1.0 CF/FT = 238 CF

SWALE LL VOLUME = CROSS SECT. AREA * LENGTH =
VOLUME = 28 FT * 4.0 CF/FT = 112 CF
VOLUME = 310 FT * 1.0 CF/FT = 310 CF

SWALE MM VOLUME = CROSS SECT. AREA * LENGTH =
VOLUME = 28 FT * 4.0 CF/FT = 112 CF
VOLUME = 258 FT * 1.0 CF/FT = 258 CF

SWALE NN = TOP OF SWALE AREA = 6,242 SF
BOTTOM OF SWALE AREA = 4,009 SF
VOLUME = (TOP+BOTTOM)/2(1') = 5,125 CF



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RICHARD J. MILELLI
PE #58315

General Notes:

Key Haven Estates

MONROE COUNTY
FLORIDA

Drawn By: MCD	Checked By: EOS
Project No.	Scale: AS NOTED

Revisions:

Title: CONCEPTUAL DRAINAGE PLAN

Sheet Number: C-2A

Date: January 30, 2006

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BASIN D

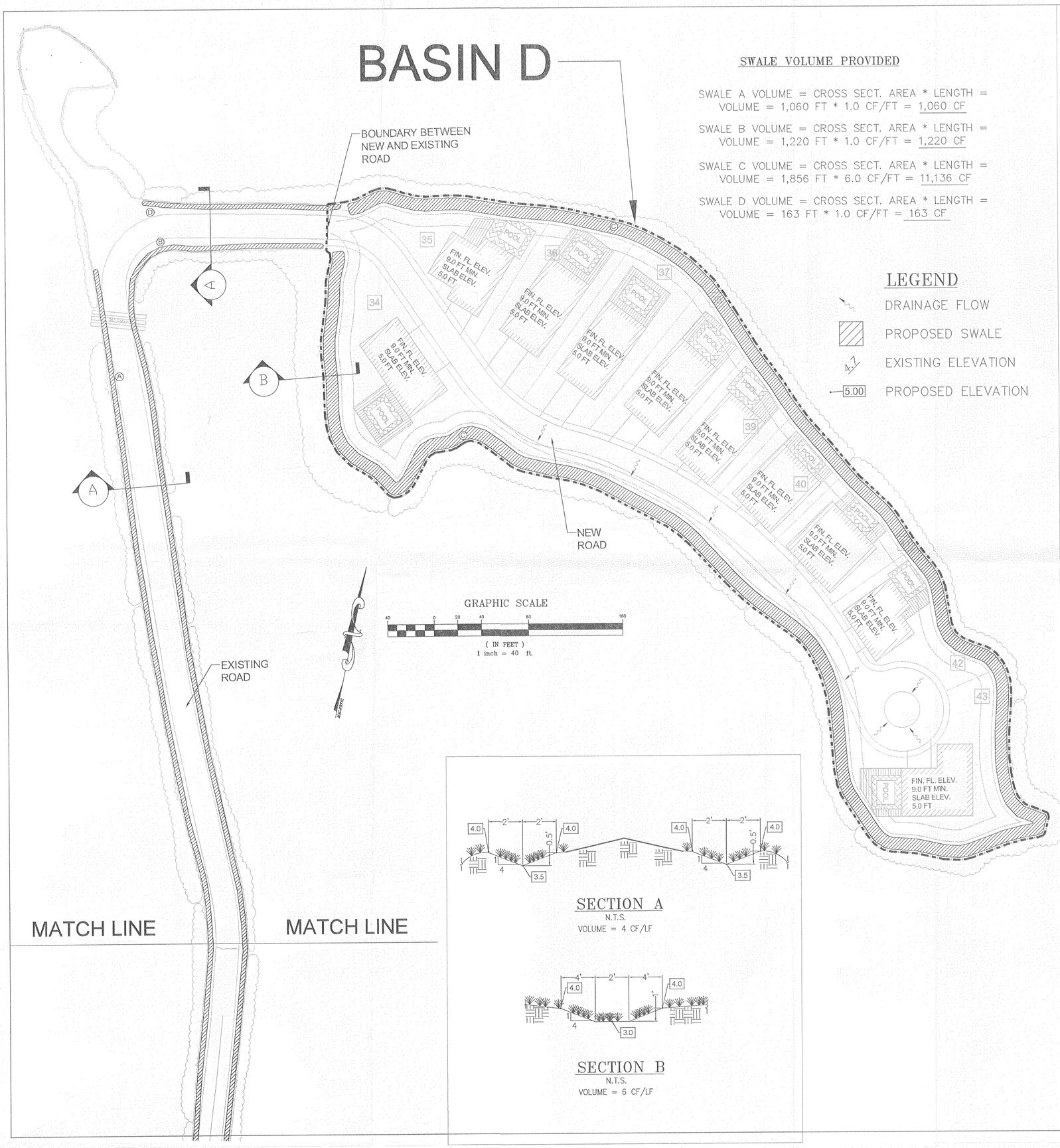
SWALE VOLUME PROVIDED

SWALE A VOLUME = CROSS SECT. AREA * LENGTH =
VOLUME = 1,060 FT * 1.0 CF/FT = 1,060 CF

SWALE B VOLUME = CROSS SECT. AREA * LENGTH =
VOLUME = 1,220 FT * 1.0 CF/FT = 1,220 CF

SWALE C VOLUME = CROSS SECT. AREA * LENGTH =
VOLUME = 1,856 FT * 6.0 CF/FT = 11,136 CF

SWALE D VOLUME = CROSS SECT. AREA * LENGTH =
VOLUME = 163 FT * 1.0 CF/FT = 163 CF

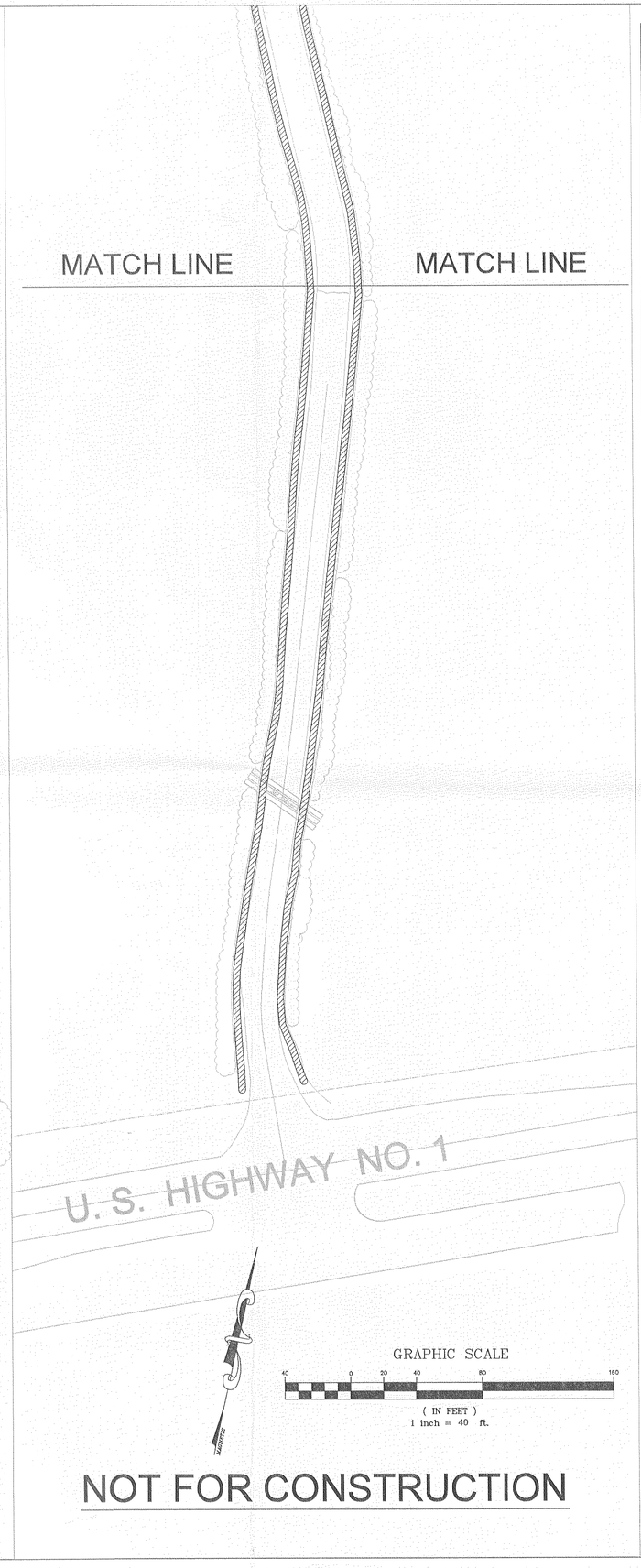


LEGEND

- DRAINAGE FLOW
- PROPOSED SWALE
- 4.7 EXISTING ELEVATION
- 5.00 PROPOSED ELEVATION

SECTION A
N.T.S.
VOLUME = 4 CF/LF

SECTION B
N.T.S.
VOLUME = 6 CF/LF



NOT FOR CONSTRUCTION

Historic Tours of America
201 Front Street, Suite 207
Key West, Florida 33040
AUTHORIZATION #25120
ph:305-293-3253 fax:296-3927

Seal:

2/7/06

NOT VALID FOR CONSTRUCTION UNLESS SIGNED AND SEALED IN THIS BLOCK

RICHARD J. MILELLI
PE #58315

General Notes:

Revisions:

Key Haven Estates

MONROE COUNTY
FLORIDA

Drawn By:	Checked By:
MCD	EOS
Project No.	Scale:
	AS NOTED

Title:

CONCEPTUAL DRAINAGE PLAN

Sheet Number:

C-2B

Date: January 30, 2006

e:\Shared\1760-Key Haven Estates\key haven civil\Drainage11-29-05.dwg, 1/31/2006 9:37:11 AM

KEY HAVEN ESTATES

PRELIMINARY SUBDIVISION PLAT APPLICATION

EXHIBIT D

Traffic Study

Attached

KEY HAVEN ESTATES

PRELIMINARY SUBDIVISION PLAT APPLICATION

EXHIBIT E

Copies of Letters of Coordination

S146

The Craig Company

Comprehensive Planning
Resort/Tourism Planning
Land Use Regulation
Development Feasibility
Site Design
Expert Witness

Mailing address: P. O. Box 372
Key West, FL 33041-0372

Office location: 600 White St.
Key West, FL 33040

Phone: 305/294-1515
Fax: 305/292-1525
E-mail: CREEG@aol.com

February 9. 2006

Mr. Alex Tejeda
Keys Energy Services
1009 James Street
Key West, FL 33040

Subject:

Dear Mr. Tejeda:

Please review the site plan with reference to your area of expertise and send your approval/comments to:

Monroe County Planning Department
2798 Overseas Highway, Suite 410
Marathon, FL 33050

Please send me a copy of the letter in the attached self-addressed envelope. Thank you.

Very truly yours,

Tom Williams

cc: Donald L. Craig, AICP
Enclosures

(305) 295-1000
1001 James Street
PO Box 6100
Key West, FL 33041-6100
www.KeysEnergy.com

UTILITY BOARD OF THE CITY OF KEY WEST

December 19, 2005

Mr. Rick Milelli
Historic Tours of America
201 Front Street, Ste 224
Key West, FL 33040

RE: Key Haven Estates LLC

Dear Mr. Milelli:

This is to acknowledge that the above mentioned party has begun a coordination process with Keys Energy Services (Keys).

KEYS' Engineering Section requests that they be provided with a ***full set of plans and a Project Review Form*** (separate form for each new meter) for the referenced project.

These *plans* are necessary in order for us to ensure that there is adequate service for your project, as well as our existing, surrounding customers.

Please return the *full set of plans and the Project Review Form* to one of our Customer Accounts Representatives.

Should you have any questions, please contact me at 295-1082.

Sincerely,

Mark Garcia
Customer Accounts Representative

MG/sh

c:
M. Alfonso, Supervisor of Engineering
File: CUS-200

HISTORIC TOURS OF AMERICA, INC.®

"The Nation's Storyteller"®
http://www.historictours.com

Rick Milelli, P.E.
Project Engineer

201 Front Street, Suite 207
Key West, Florida 33040
(305) 293-3263
Fax (305) 296-3927

Email: rmilelli@histourictours.com

January 6, 2006

Mr. Ron Peekstok
South Florida Water Management District
3301 Gun Club Road
West Palm Beach, FL 33406

RE: Key Haven Estates and Enchanted Isle Estates
Key Haven, Florida
Monroe County – S25&26/R25E/T67S

Dear Mr. Peekstok:

On behalf of the Key Haven Estates Ltd., I am submitting the attached ERP application for the above-referenced site.

As required by the SFWMD, I am submitting the following information pertaining to the above-referenced site:

- Five (5) sets of signed and sealed construction drawings and calculations,
- Five (5) copies of Sections A and E of the ERP application,
- One (1) signed and sealed survey and four (4) copies,
- Five (5) copies of a Mitigation Plan (Attachment A), and
- A $5,000 check payable to the SFWMD.

In addition to the information provided in the construction drawings and calculations, I'm submitting the following information pertaining to Section E of the ERP application:

- Potable water supplied by the Florida Keys Aqueduct Authority shall be used to irrigate the Key Haven Estates and Enchanted Isle sites.

- The wet season water table elevation is approximately 1.5 ft NGVD, based on a report by CH2M Hill dated April 22, 2002 (Attachment B).

- The FEMA flood elevation is AE 9.

- Copies of the quitclaim deeds (proof of ownership) and a copy of the Articles of Incorporation for The Landings at Key Haven are included as Attachment C.

- Based on FAC Chapter 40E-20, this site qualifies for a No-Notice Short-Term Dewatering Permit.

- Aerial photos of the site are included as Attachment D.

- Stormwater runoff, water quality, water quantity, and stage-storage calculations are included as Attachment E.

Docking facilities for the single family residences have not been shown on the attached site plans. Information related to the proposed docking facilities will be submitted to the SFWMD when available.

If you have any questions or need additional information, please give me a call.

Sincerely,

Rick Milelli, P.E.
Project Engineer

cc: Edwin O. Swift III, The Landings at Key Haven
Wayne Lujan, The Landings at Key Haven

KEY HAVEN UTILITY CORPORATION
1104 Truman Avenue
Key West, FL 33040
Telephone 305-296-7077 Fax 305-293-0629

December 22, 2005

Monroe County Planning Department
2798 Overseas Highway, Suite 410
Marathon, FL 33050-2227

Re: Key Haven Estates, Ltd.

To Whom It May Concern:

This letter is to advise that Key Haven's wastewater treatment facility has adequate capacity to allow the connection of 43 residential units and a commercial area as permitted by the Monroe County Development Agreement on Key Haven and Enchanted Island.

Sincerely,

A. Wayne Lujan
President

AWL:awl

Florida Keys Aqueduct Authority

Post Office Box 1239
1100 Kennedy Drive
Key West, Florida 33041-1239
Telephone (305) 296-2454
www.fkaa.com

Mary L. Rice
Chairman
Marathon

J. Robert Dean
Vice-Chairman
Key West

Elena Z. Herrera
Secretary/Treasurer
Rockland Key

Rose M. Dell
Big Pine Key

David C. Ritz
Key Largo

James C. Reynolds
Executive Director

December 14, 2005

Rick Milelli, P.E.
Historic Tours of America
201 Front Street, Suite 205
Key West, FL 33040

RE: Proposed Enchanted Island , US 1

Dear Mr. Milelli:

This letter will provide proof that a coordination process has begun for the above referenced project. The FKAA has no-objection to your obtaining whatever permits that may be necessary to construct the project.

Our records indicate that there is an existing 8" tap in front of the property on US-1 and it appears adequate to service the project.

The FKAA has received a preliminary set of civil plans for the proposed water main and they are currently in the review process.

The FKAA will require a complete set of Architectural plans for each unit in order to determine meter sizing and System Development Fees

Should you have any questions or require any further information please feel free to ask.

Sincerely Yours,

FLORIDA KEYS AQUEDUCT AUTHORITY

Edgar F. Nicolle, Jr.
Distribution Design Manager

EFN/cma

cc: Margaret Gil, Customer Service Manager KW
Kip Waite, Administrative Assistant/SDF

Florida Keys Aqueduct Authority

Post Office Box 1239
1100 Kennedy Drive
Key West, Florida 33041-1239
Telephone (305) 296-2454
www.fkaa.com

Mary L. Rice
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Elena Z. Herrera
Secretary/Treasurer
Rockland Key

Rose M. Dell
Big Pine Key

David C. Ritz
Key Largo

James C. Reynolds
Executive Director

December 14, 2005

Rick Milelli, P.E.
Historic Tours of America
201 Front Street, Suite 205
Key West, FL 33040

RE: Proposed Key Haven Estates Project, US 1 @ Key Haven Road

Dear Mr. Milelli:

This letter will provide proof that a coordination process has begun for the above referenced project. The FKAA has no-objection to your obtaining whatever permits that may be necessary to construct the project.

Our records indicate that there is an existing 8" water main in front of the property on Key Haven Road and it appears adequate to service the project.

The FKAA has received a preliminary set of civil plans for the proposed water main and they are currently in the review process.

The FKAA will require a complete set of Architectural plans for each unit in order to determine meter sizing and System Development Fees

Should you have any questions or require any further information please feel free to ask.

Sincerely Yours,

FLORIDA KEYS AQUEDUCT AUTHORITY

Edgar F. Nicolle, Jr.
Distribution Design Manager

EFN/cma

cc: Margaret Gil, Customer Service Manager KW
Kip Waite, Administrative Assistant SDF

KEY HAVEN ESTATES

PRELIMINARY SUBDIVISION PLAT APPLICATION

EXHIBIT F

Deeds

MEMORANDUM

To: The Planning Commission

From: Heather Beckmann, Senior Planner
Ralph Gouldy, Senior Administrator, Environmental Resources

Date: February 23, 2006

Re: Amendment to a Major Conditional Use for the development of nine (9) moderate income level deed restricted duplexes (18 units) and four (4) single family market rate homes, a front yard setback waiver from 25 to 15 feet and a unique identifier number for each 100 square feet of the 14,270 square feet of transferable non-residential floor area.

MEETING DATE: March 8, 2006

I Request:

1) Applicant: Dog Track, Inc and Old Town Key West Development, Ltd.
Agent: The Craig Company/Barbara Mitchell, Senior Associate
Owner: Dog Track, Inc. and Old Town Key West Development, Ltd.

2) Proposed use & size:
In 2002, Resolution #P19-02 approved the site for 102 affordable apartment units and 14,270 square feet of commercial area. The site is currently developed with 102 units.

The applicant seeks to eliminate the vested 14,270 square feet of commercial area and to instead provide nine (9) deed restricted moderate-income duplexes containing 18 units and four (4) single-family market rate units for a total of 22 additional residential units. The commercial is to be provided a unique identifier number for each 100 square feet of the 14,270 square feet of transferable non-residential floor area.

3) Location:
The properties are legally described as Dog Track Parcels Condominium Parcel 1, 2, 3 & .085%, .795%, 120% Common Elements, Stock Island, Monroe County, Florida. The Real Estate Numbers are 00123800-000101, 00123800-000102, and 00123800-000103.

4) Plans reviewed:

- Conceptual Site Plan (C-1), Meridian West As Built Plan (C-2), Meridian West Original Plan, Conceptual Drainage Plan (C-4), and Civil Details (C-5) by Richard J. Milelli P.E. of Historic Tours of America dated 09/23/05, signed and sealed 09/28/05, received 09/29/05; and

- Conceptual Site Plan (C-1) and Conceptual Drainage Plan (C-4) by Richard J. Milelli P.E. of Historic Tours of America dated 09/14/05, signed and sealed 01/15/06, received 01/19/06; and

- Market Rate Floor Plan (A-1), Market Rate Elevations (A-2), Affordable Floor Plans (A-3), Affordable Elevation Views (A-4) by Richard J. Milelli P.E. of Historic Tours of America. dated 09/23/05, signed and sealed 09/28/05, received 09/29/05; and

- Conceptual Landscape Plan (L-1) by B.B.M. of the Craig Company dated 9/23/05, received 09/29/05; and

- Conceptual Landscape Plan (L-1) by B.B.M. of the Craig Company dated 9/23/05, received 01/19/06; and

- Boundary Survey by Frederick H. Hildebrandt, Civil Engineer and Land Surveyor, Inc. dated 02/26/02 with revisions, signed and sealed, received 11/02/05.

II Background Information:

1) Land use district:
Mixed Use (MU)

2) Future land use designation:
Mixed Use Commercial (MC)

3) Size of site:
The entire upland area of the site is 405,180 square feet or 9.3 acres. Approximately seven (7) of the 9.3 acres are developed with 102 affordable housing apartments. The proposed development will take place in approximately two (2) acres.

4) Existing vegetation:
The property is scarified.

5) Community character of immediate vicinity:
The character of the immediate vicinity is mixed use. In the East and the South, the properties consist of boat basins, commercial fishing, and related maritime industrial uses; the north include mixed-use commercial and residential uses with

mobile homes, automobile repair, veterinarian, and a restaurant; and in the West is the Bernstein County Park.

6) Miscellaneous:
The property was developed in the late 1960's and early 1970's as a dog racing facility. The track was permanently closed in the 1980's due to code enforcement and health care violations. A number of uses occurred on the site including warehousing, outdoor sales and storage, weekly flea market and artist's studios. The County recognized twelve units on the property dating back to the early 70's.

The first Major Conditional Use approval (P05-99) occurred in 1999 for the re-use of two existing kennel building for light industrial uses. Based on the results of various affordable housing study groups, the Conditional Use was amended in 2001 for the development of 68 affordable housing units and 14,270 square feet of commercial use. A second amendment was approved (P19-02) in 2002 for an additional 34 residential units. In the fall of 2004 all phases of construction on the apartment buildings was completed.

III Review of the application:

Section 9.5-65 lists the standard applicable to all conditional uses. The standards and the planning staff's analysis are given below.

A) The conditional use is consistent with the purposes, goals objectives and standards of the plan and this chapter;

1. Compliance with Chapter 9.5, Monroe County Land Development regulations:

a. The project has been reviewed and found in compliance with the following sections of the Land Development Regulations:

1) Section 9.5-219 Purpose of the Mixed Use (MU) Land Use District
2) Section 9.5-235 Permitted Uses
3) Sections 9.5-262 & 335 Open Space and Environmental Open Space
4) Section 9.5-283 Height
5) Section 9.5-286 Shoreline Setback (N/A)
6) Section 9.5-317 Flood Plain Management Criteria
7) Section 9.5-366 Street Trees
8) Section 9.5-375 through 9.5-381 Scenic Corridors & Bufferyards
9) Section 9.5-361 Parking Lot Landscaping
10) Section 9.5-391 Outdoor Lighting
11) Section 9.5-427 Clear Site Triangles
12) Section 9.5-69 Environmental Designation Survey
13) Chapter 533 Florida Statutes Handicap Accessibility

b. The following sections of the Land Development Regulations have been found in compliance but require Staff discussion for clarity.

1) Section 9.5-262 Density/Intensity of Use

The size of the site is 9.4 acres or 409,464 square feet. Light Industrial use has a Floor Area Ratio requirement of 30%. The maximum amount of industrial the site can support is 122,839 square feet. The proposed development is for 12,524 square feet. Pursuant to Section 9.5-266 (a)(5)b, nonresidential uses in conjunction with affordable housing can deduct 4,000 square feet from the calculation. Therefore, the calculation of light industrial has been reduced to 8,524. Light Industrial utilizes 6.9% of the total development potential.

Maximum net density for affordable housing is 18 units/acre. The maximum amount of units the site can support is 135. The proposed development is for 22 units. The site is currently developed with 102 units. The total amount of units on the site will be 124. Residential utilizes 91.6% of the total development potential.

The combined light industrial and residential uses will utilize 98.5% of the total development potential.

2) Section 9.5-294 Wastewater Treatment Criteria

Key West Resort Utilities (KWRU) has been contacted to review the project. KWRU has the capacity to treat the sewage that will be generated for the period of one (1) year of approval from the date of the letter (June 29, 2005).

3) Section 9.5-351 & 9.5-354 Parking & Loading Standards

Parking requirements for residential units are as follows:
Single family: Two (2) spaces per unit
Light Industrial: Two and a half (2.5) spaces per 1,000 square feet

The residential requirement is 44 spaces and the industrial requirement is 31 spaces. The proposed development includes 56 parking spaces for the residential area, which includes twelve uncovered spaces, two of which are handicap spaces. The industrial area exceeds the minimum requirement and includes 38 parking spaces, which include two (2) handicap spaces and one (1) 10' x 50' loading space.

4) Section 9.5-421 Access Standards

An access drive is proposed on Shrimp Road. In a letter of coordination dated 08/10/2005, the County Engineer stated that he did not oppose the proposed driveway connection on Shrimp Road and that the project is consistent with County standards.

5) Section 9.5-426 Traffic Study

The Level III traffic study was reviewed by the County's Traffic Consultant. He stated that the traffic analysis during the previous conditional use approval for this property was found to satisfactorily address the traffic impact requirements. The proposed amendment is anticipated to reduce the number of trips that are approved for this site due to the removal of 14,270 s.f. of commercial area and replaced with 22 housing units.

c. The project has reviewed the project and found **compliance to be determined** with the following sections of the Code.

1) Section 9.5-69, Community Impact Statement

Most of the issues have been addressed adequately in the submittal except for the following items:

The application contains a letter of coordination from Florida Keys Aqueduct Authority (FKAA) dated June 30, 2005. FKAA states that a 12" water main is located on Fifth Avenue and that they have no objection to the construction of the project. FKAA has requested a complete set of Architectural and Civil Plans to determine System Development Fees and meter requirements.

The application contains a letter of coordination from Keys Energy Services (KEYS) dated July 14, 2005. KEYS' Engineering Section requests a full set of plans and a project review form. Review and conceptual approval of the project by KEYS is needed before compliance with Section 9.5-69 can be determined.

Compliance with 9.5-69 cannot be determined until final approval by the Fire Marshal. In a letter from the Fire Marshal dated 01/31/06, conceptual review has been granted.

2) Section 9.5-293 Surface Water Management

A letter of coordination from South Florida Water Management District (SFWMD) dated October 18, 2005 stated that the proposed project are in

compliance with the original environmental resource permit. However, the permit is subject to General Conditions and other Special Conditions.

d. The project has been reviewed and found **not in compliance** with the following sections of the Land Development Regulations:

1) Sections 9.5-281 Minimum Yards

The minimum yard requirements for residential uses are as follows: Front 25, Rear 20, Side yards of 10/15.

The proposed development has a front yard setback on Fifth Avenue of 15 feet and does not meet the minimum 25-foot requirement. The applicant is requesting a waiver from 25 to 15 feet with the exception of the bus shelter. As a proffer for allowing the waiver, the landscape Plan has been altered to add for a Class 'C' buffer on 5th Street.

IV FINDINGS OF FACT AND CONCLUSIONS OF LAW:

1) The proposed 22 units are not ROGO exempt; therefore, staff finds that the applicant must acquire the required ROGO allocations in order to construct the project. Due to the anticipated length of time it may take for the applicant to receive the affordable housing allocations, the applicant is requesting one year extension.

2) Based on the application, from the 22 proposed residential units 18 are proposed to be built as affordable housing as defined in Section 9.5-4 (A-5). The use of these units will be restricted to households that meet the adjusted gross annual income limits for median-income levels in Section 9.5-4 (A-5). The affordable units are proposed to be funded without the use of public funds while relying wholly upon private non-public financing and shall be restricted for at least thirty (30) years. Staff concludes that compliance with sections 9.5-4 (A-5) and 9.5-266 is to be determined. The additional four (4) units are to be built as deed restricted permanent residences. Therefore, staff finds that market rate units shall be restricted for at least fifty (50) years to households that derive at least seventy (70) percent of their income from gainful employment in Monroe County and tourist housing and vacation rental use of the market rate dwellings units are prohibited.

3) Based on the submitted surface water management plan, Staff finds that review by the South Florida Water Management District has been completed, but the project is subject to the agencies General Conditions and other Special Conditions.

4) Based on the application, Key West Resort Utilities (KWRU) has been contacted to review the project. The project requires final approval by KWRU.

5) Based on the application, the Monroe County Fire Marshal has reviewed the site plan for fire safety regulations. Prior to the issuance of a building permit, a final review preliminary fire protection plans shall be concluded with improvements to water supply via fire hydrant.

6) The proposed development has a front yard setback on Fifth Avenue of 15 feet. Therefore, staff concludes that without a waiver from the Planning Commission, the project does not meet the minimum 25-foot requirement.

7) Based on the application, the applicant has requested a unique identifier number for each one hundred square foot increment of non-residential floor area.

V RECOMMENDED ACTION:

Based on the Findings of Fact and Conclusions of Law above, the Planning Staff recommends **APPROVAL** of the Amendment to a Major Conditional Use and the front yard setback waiver with the following conditions:

1) Prior to issuance of a building permit, the applicant shall acquire the required ROGO allocations in order to construct the project.

2) Prior to the issuance of a Certificate of Occupancy, the 18 residential units that are proposed to be built as deed restricted affordable housing as defined in Section 9.5-4 (A-5) shall be restricted to households that meet the adjusted gross annual income limits for median-income levels in Section 9.5-4 (A-5).

3) Prior the issuance of a Certificate of Occupancy, the additional four (4) units shall be built as deed restricted market rate for at least fifty (50) years and shall be restricted to households that derive at least seventy (70) percent of their income from gainful employment in Monroe County and tourist housing and vacation rental use of the market rate dwellings units are prohibited.

4) Prior to the issuance of a building permit, the applicant shall receive final approval from the following agencies:

   a) SFWD
   b) KWRU
   c) Fire Marshal

5) The unique identifier numbers for non-residential floor area eligible for transfer off site are identified as Nos. 0266-0410. All transfers off site shall comply with the procedures established by Section 9.5-124.3 of the Monroe County Code.

WARRANTY DEED

Warranty Deed

272428 854 PG 1316

3460.50

This Indenture, *Made, this* 20th *day of* May *, A.D. 1982*

Between KEY HAVEN ASSOCIATED ENTERPRISES, INC. *, a corporation existing under the laws of the State of* Florida *, having its principal place of business in the County of* Monroe *and State of* Florida *, and lawfully authorized to transact business in the State of Florida, party of the first part, and*

ARTHUR B. LUJAN and BETTY L. LUJAN, his wife
1623 Atlantic Boulevard
Key West, Florida

of the County of Monroe *and State of* Florida

parties of the second part Witnesseth:

That the said party of the first part, for and in consideration of the sum of Ten ($10.00) Dollars, and other good and valuable considerations, *to it in hand paid by the said parties of the second part, the receipt whereof is hereby acknowledged has granted, bargained and sold to the said parties of the second part,* their *heirs and assigns forever, the following described land situate, lying and being in the County of* Monroe *and State of Florida, to-wit:*

Schedule of legal description is attached hereto and made a part hereof.

Subject to conditions, restrictions and limitations of record, if any, and taxes for the year 1982 and subsequent years.

DS Paid 3,460.50 Date 5-21-82
MONROE COUNTY
RALPH WHITE, CLERK OF CIR. CT.,
B: Sandra Bravo D.C.

'82 MAY 21 PM 2:14
MONROE COUNTY, FLORIDA

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

(Corporate Seal)

Attest: Betty L. Lujan
BETTY L. LUJAN, *Secretary.*

In Witness Whereof, *the said party of the first part has caused these presents to be signed in its name by its proper officers, and its corporate seal to be affixed, attested by its secretary, the day and year above written.*

KEY HAVEN ASSOCIATED ENTERPRISES, INC.

BY: ARTHUR B. LUJAN, President

Signed, sealed and delivered in presence of us:

Constance W. Weatherford

This Instrument prepared by:
Address Harold L. Greene
TAYLOR, BRION, BUKER & GREENE
1451 BRICKELL AVENUE
MIAMI, FLORIDA 33131

State of Florida,
County of Monroe

I Hereby Certify *that on this* 20th *day of* May *A.D. 19* 82 *, before me personally appeared* ARTHUR B. LUJAN *and* BETTY L. LUJAN, *President and Secretary respectively of* KEY HAVEN ASSOCIATED ENTERPRISES, INC. *, a corporation under the laws of the State of* Florida *to me known to be the persons who signed the foregoing instrument as such officers and severally acknowledged the execution thereof to be their free act and deed as such officers for the uses and purposes therein mentioned and that they affixed thereto the official seal of said corporation, and that the said instrument is the act and deed of said corporation.*

Witness *my signature and official seal at* Key West *in the County of* Monroe *and State of* Florida *the day and year last aforesaid.*

My commission expires:

NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES JAN. 18 1985
BONDED THRU GENERAL INS. UNDERWRITERS

Constance W Weatherford
Notary Public, State of Florida.

RANCO FORM A-8

Warranty Deed

(FROM CORPORATION)

TO

Dated

ABSTRACT OF DESCRIPTION

PHILLIPS & TRICE SURVEYING, INC.

JACK M. PHILLIPS
PROFESSIONAL LAND SURVEYOR
FLORIDA CERTIFICATE NO. 1410

JOE M. TRICE
PROFESSIONAL LAND SURVEYOR
FLORIDA CERTIFICATE NO. 2110

Professional Land Surveyors
1204 Simonton Street
Key West, Florida
33040

Phone: Area Code 305
294-4747

RE: TAYLOR, BRION, BUKER & GREENE LETTER
DATED NOVEMBER 11, 1981, 1.-(B)-(I)

DESCRIPTION: A PARCEL OF LAND KNOWN AS KEY HAVEN - NINTH ADDITION A SUBDIVISION OF SUBMERGED LANDS SOUTHWESTERLY OF KEY HAVEN - SECOND ADDITION IN SECTION 26, TOWNSHIP 67 SOUTH, RANGE 25 EAST, MONROE COUNTY, FLORIDA, AS RECORDED IN PLAT BOOK 5 AT PAGE 113 OF THE PUBLIC RECORDS OF MONROE COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE INTERSECTION OF THE NORTHERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY NO. 1 AND THE WESTERLY RIGHT-OF-WAY LINE OF KEY HAVEN ROAD AS SHOWN ON THE FORESAID PLAT, BEAR NORTH 29° 46′ 20″ WEST AND ALONG THE FORESAID WESTERLY RIGHT-OF-WAY LINE OF KEY HAVEN ROAD FOR A DISTANCE OF 702.65 FEET TO A POINT; THENCE NORTH 39° 46′ 20″ WEST ALONG THE FORESAID WESTERLY RIGHT-OF-WAY LINE OF KEY HAVEN ROAD FOR A DISTANCE OF 801.40 FEET TO A POINT; THENCE NORTH 49° 42′ 20″ WEST ALONG THE FORESAID WESTERLY RIGHT-OF-WAY LINE OF KEY HAVEN ROAD FOR A DISTANCE OF 218.99 FEET MORE OR LESS TO A POINT DESCRIBED IN OFFICIAL RECORD BOOK 277 PAGES 515 AND 516; THENCE SOUTH 26° 00′ 00″ WEST ALONG THE SOUTHERLY BOUNDARY LINE OF THE FORESAID PARCEL OF LAND 291.99 FEET MORE OR LESS TO A POINT OF INTERSECTION WITH THE SOUTHWESTERLY LINE OF SUBMERGED LAND DESCRIBED IN I.I. DEED 22077; THENCE SOUTH 56° 57′ 25″ EAST FOR A DISTANCE OF 831.41 FEET TO A POINT; THENCE SOUTH 16° 13′ 00″ EAST FOR A DISTANCE OF 720.00 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY NO. 1; THENCE NORTH 81° 17′ 00″ EAST ALONG THE FORESAID NORTHERLY RIGHT-OF-WAY LINE FOR A DISTANCE OF 261.63 FEET BACK TO THE POINT OF BEGINNING.

DECEMBER 8, 1981
KEY WEST, FLORIDA

PHILLIPS & TRICE SURVEYING, INC.

JACK M. PHILLIPS
PROFESSIONAL LAND SURVEYOR
FLORIDA CERTIFICATE NO. 1410

JOE M. TRICE
PROFESSIONAL LAND SURVEYOR
FLORIDA CERTIFICATE NO. 2110

Professional Land Surveyors
1204 Simonton Street
Key West, Florida
33040

Phone: Area Code 305
294-4747

RE: TAYLOR, BRION, BUKER & GREENE LETTER
DATED NOVEMBER 11, 1981, 1.-(B)-(II)

DESCRIPTION: A PARCEL OF LAND LOCATED IN GOVERNMENT LOT 1, SECTION 26, TOWNSHIP 67 SOUTH, RANGE 25 EAST, RACCOON KEY, MONROE COUNTY, FLORIDA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:
FROM THE INTERSECTION OF THE WEST ABUTMENT OF THE BOCA CHICA VIADUCT AND THE CENTERLINE OF U.S. HIGHWAY NO. 1 GO SOUTH 81° 17' 00" WEST A DISTANCE OF 3714.28 FEET TO A POINT; THENCE NORTH 10° 00' 00" EAST A DISTANCE OF 969.10 FEET TO A POINT; THENCE NORTH 46° 12' 20" EAST A DISTANCE OF 422.74 FEET TO A POINT; THENCE NORTH 39° 46' 20" WEST A DISTANCE OF 1230.75 FEET TO A POINT WHICH POINT IS HEREINAFTER REFERRED TO AS POINT A (POINT A IS FURTHER DESCRIBED AS LOCATED NORTH 50° 13' 40" EAST OF THE WEST CORNER OF LOT 14 ACCORDING TO THE PLAT OF KEY HAVEN RECORDED IN PLAT BOOK 4, AT PAGE 46 OF MONROE COUNTY OFFICIAL RECORDS) AND IS THE POINT OF BEGINNING OF THE PARCEL HEREIN DESCRIBED; THENCE NORTH 60° 30' 50" WEST A DISTANCE OF 1765 FEET TO A POINT WHICH POINT IS HEREINAFTER REFERRED TO AS POINT B; THENCE NORTH 29° 29' 10" EAST A DISTANCE OF 890 FEET, MORE OR LESS, TO A POINT IN THE NORTHEASTERLY SHORELINE OF RACCOON KEY; THENCE SOUTHEASTERLY ALONG THE MEANDERS OF THE SAID SHORELINE A DISTANCE OF 1845 FEET, MORE OR LESS, TO A POINT OF INTERSECTION WITH A LINE BEARING NORTH 29° 29' 10" EAST AND DRAWN THROUGH THE AFOREMENTIONED POINT A; THENCE SOUTH 29° 29' 10" WEST A DISTANCE OF 469 FEET, MORE OR LESS, BACK TO THE POINT OF BEGINNING.

EXCEPT: BEGIN AT THE ABOVE MENTIONED POINT A; THENCE NORTH 29° 29' 10" EAST A DISTANCE OF 338.83 FEET TO A POINT IN THE NORTHWESTERLY BANK OF A PROPOSED CANAL; THENCE SOUTH 50° 13' 40" WEST ALONG THE SAID NORTHWESTERLY BANK OF A PROPOSED CANAL A DISTANCE OF 362.31 FEET TO A POINT; THENCE SOUTH 60° 30' 50" EAST A DISTANCE OF 128.31 FEET BACK TO THE POINT OF BEGINNING.

SHEET ONE OF TWO

LESS AND EXCEPT: KEY HAVEN - SIXTH ADDITION A SUBDIVISION OF PART OF GOVERNMENT LOTS 1 & 2, SECTION 26, TOWNSHIP 67 SOUTH, RANGE 25 EAST, AND ADJACENT SUBMERGED LANDS RACCOON KEY, MONROE COUNTY, FLORIDA, AS RECORDED IN PLAT BOOK 5 AT PAGE 18 OF THE PUBLIC RECORDS OF MONROE COUNTY, FLORIDA.

DECEMBER 8, 1981
KEY WEST, FLORIDA

PHILLIPS & TRICE SURVEYING, INC.

JACK M. PHILLIPS
PROFESSIONAL LAND SURVEYOR
FLORIDA CERTIFICATE NO. 1410

JOE M. TRICE
PROFESSIONAL LAND SURVEYOR
FLORIDA CERTIFICATE NO. 2110

Professional Land Surveyors
1204 Simonton Street
Key West, Florida
33040

Phone: Area Code 305
294-4747

RE: TAYLOR, BRION, BUKER & GREENE LETTER
DATED NOVEMBER 11, 1981, 1.-(B)-(III)

DESCRIPTION: A PARCEL OF LAND KNOWN AS KEY HAVEN - SIXTH ADDITION A SUBDIVISION OF PART OF GOVERNMENT LOTS 1 AND 2, SECTION 26, TOWNSHIP 67 SOUTH, RANGE 25 EAST AND ADJACENT SUBMERGED LANDS RACCOON KEY, MONROE COUNTY, FLORIDA, AS RECORDED IN PLAT BOOK 4 AT PAGE 152 OF THE PUBLIC RECORDS OF MONROE COUNTY, FLORIDA.

DECEMBER 8, 1981
KEY WEST, FLORIDA

OR REC 854 PG 1322

PHILLIPS & TRICE SURVEYING, INC.

JACK M. PHILLIPS
PROFESSIONAL LAND SURVEYOR
FLORIDA CERTIFICATE NO. 1410

JOE M. TRICE
PROFESSIONAL LAND SURVEYOR
FLORIDA CERTIFICATE NO. 2110

Professional Land Surveyors
1204 Simonton Street
Key West, Florida
33040

Phone: Area Code 305
294-4747

RE: TAYLOR, BRION, BUKER & GREENE LETTER
DATED NOVEMBER 11, 1981, 1.-(B)-(IV)

DESCRIPTION: A PARCEL OF LAND KNOWN AS LOT 15, KEY HAVEN - FOURTH ADDITION A SUBDIVISION OF PART OF GOVERNMENT LOT 2, SECTION 26, TOWNSHIP 67 SOUTH, RANGE 25 EAST AND ADJOINING SUBMERGED LANDS, RACCOON KEY, MONROE COUNTY, FLORIDA, AS RECORDED IN PLAT BOOK 4 AT PAGE 152 OF THE PUBLIC RECORDS OF MONROE COUNTY, FLORIDA.

RECORDED IN OFFICIAL RECORDS BOOK
OF MONROE COUNTY, FLORIDA
RECORD VERIFIED
RALPH W. WHITE
CLERK CIRCUIT COURT

DECEMBER 8, 1981
KEY WEST, FLORIDA

MONROE COUNTY
OFFICIAL RECORDS

FILE #1190897
BK#1644 PG#2164

RCD Jul 21 2000 04:20PM
DANNY L KOLHAGE, CLERK

This form prepared by and return to
Marci L. Rose, Esq.
818 White Street
Key West, Florida 33040
R.E. Parcel No.: 00123100-000000

DEED DOC STAMPS 622.30
07/21/2000 W DEP CLK

QUITCLAIM DEED

This Document was prepared without benefit of Title Search or Abstract Examination and is based solely on the facts provided by either of the parties or their agents.

THIS QUITCLAIM DEED, executed this 3rd day of May, A.D.2000, by BETTY L. LUJAN, a married woman, GRANTOR, to THE LUJAN LIMITED PARTNERSHIP, LTD., A FLORIDA LIMITED PARTNERSHIP, GRANTEE, whose address is 1104 Truman Avenue, Key West, Florida 33040:

(Wherever used herein, the terms "Grantor" and "Grantee" shall include singular and plural, heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, wherever the context so admits or requires.)

WITNESSETH, That the said Grantor, for and in consideration of the sum of Ten Dollars ($10.00), in hand paid by the said Grantee, the receipt whereof is hereby acknowledged, does hereby remise, release and quit-claim unto the said Grantee forever, all the right, title, interest, claim and demand which the said Grantor has in and to the following described lot, piece or parcel of land, situate, lying and being in the County of Monroe, State of Florida, to-wit:

See Attached Ex. [redacted]

TO HAVE AND TO HOLD the same together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of the said Grantor, either in law or equity, to the only proper use, benefit and behoof of the said Grantee forever.

SAID PROPERTY is not the homestead of the Grantor(s) under the laws and constitution of the State of Florida in that neither the Grantor(s) or any members of the household of Grantor(s) reside thereon.

IN WITNESS WHEREOF, The said Grantor has signed and sealed these presents the day and year first above written.
Signed, sealed and delivered
in the presence of:

Therese R. Searbrough
Witness

THERESE R. SEARBROUGH
Witness Printed Name

Elizabeth Kollmeyer
Witness

ELIZABETH KOLLMEYER
Witness Printed Name

Betty L. Lujan
BETTY L. LUJAN

Betty L. Lujan

STATE OF FLORIDA
COUNTY OF MONROE

BEFORE ME, the undersigned authority, this day personally appeared BETTY L. LUJAN, to me well known, or identified by personally known, acknowledged the due execution of the foregoing Quitclaim Deed.

WITNESS my hand and official seal this 3rd day of May, 2000.

Catherine D. Peace
Notary Public
Printed Name Catherine D. Peace
My Commission Expires: 10/4/02

CATHERINE D. PEACE
MY COMMISSION EXPIRES
October 10, 2002
CC 784553
NOTARY PUBLIC, STATE OF FLORIDA

C:\CLIENT\LUJAN\12310.QC

EXHIBIT "A"

RE: 00123100-000000 **Subject #24**

A parcel of land on Raccoon Key, Monroe County, Florida, being part of Government Lot 2, Section 26, Township 67 South, Range 25 East, and more particularly described as follows: From the intersection of the easterly line of Key Haven Boulevard according to the Plat of KEY HAVEN as recorded in Plat Book 4 at Page 46, and the southerly line of Key Haven Terrace according to the Plat of KEY HAVEN FOURTH ADDITION, as recorded in Plat Book 4 at Page 152, go south along the southerly line of said Key Haven Terrace 84° 14' 10" East a distance of 20 feet to a point which point is the point of beginning; thence continue South 84° 14' 10" East along the southerly line of said Key Haven Terrace a distance of 57.21 feet to a point of curve of a curve concave to the North, having a radius of 169.32 feet and a central angle of 45° 32' 10"; thence northeasterly along said curve a distance of 20 feet to a point; thence South 43° 47' 40"East a distance of 200 feet, more or less, to a point in the southerly shoreline of Raccoon Key; thence Westerly along said shoreline a distance of 220 feet, more or less, to a point in the easterly line of said Key Haven Boulevard; thence North 05° 45' 50" East along the easterly line of Key Haven Boulevard, a distance of 150 feet to a point; thence North 50° 13' 40" East a distance of 40 feet back to the point of beginning. Containing 0.6 acres, more or less.

MONROE COUNTY
OFFICIAL RECORDS

C:\CLIENT\LUJAN\12310.LD

FILE #1190898
BK#1644 PG#2166

MONROE COUNTY
OFFICIAL RECORDS

RCD Jul 21 2000 04:21PM
DANNY L KOLHAGE, CLERK

This form prepared by and return to
Marci L. Rose, Esq.
818 White Street
Key West, Florida 33040
R.E. Parcel No.: 00123150-000000

DEED DOC STAMPS 848.40
07/21/2000 DEP CLK

QUITCLAIM DEED

This Document was prepared without benefit of Title Search or Abstract Examination and is based solely on the facts provided by either of the parties or their agents.

THIS QUITCLAIM DEED, executed this 3rd day of May, A.D.2000, by BETTY L. LUJAN, a married woman, GRANTOR, to THE LUJAN LIMITED PARTNERSHIP, LTD., A FLORIDA LIMITED PARTNERSHIP, GRANTEE, whose address is 1104 Truman Avenue, Key West, Florida 33040:

(Wherever used herein, the terms "Grantor" and "Grantee" shall include singular and plural, heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, wherever the context so admits or requires.)

WITNESSETH, That the said Grantor, for and in consideration of the sum of Ten Dollars ($10.00), in hand paid by the said Grantee, the receipt whereof is hereby acknowledged, does hereby remise, release and quit-claim unto the said Grantee forever, all the right, title, interest, claim and demand which the said Grantor has in and to the following described lot, piece or parcel of land, situate, lying and being in the County of Monroe, State of Florida, to-wit:

See Attached Ex. B

TO HAVE AND TO HOLD the same together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of the said Grantor, either in law or equity, to the only proper use, benefit and behoof of the said Grantee forever.

SAID PROPERTY is not the homestead of the Grantor(s) under the laws and constitution of the State of Florida in that neither the Grantor(s) or any members of the household of Grantor(s) reside thereon.

IN WITNESS WHEREOF, The said Grantor has signed and sealed these presents the day and year first above written.
Signed, sealed and delivered
in the presence of:

Witness

BETTY L. LUJAN

THERESE R. SCARBOROUGH
Witness Printed Name

Witness

ELIZABETH KOHLMEYER
Witness Printed Name

STATE OF FLORIDA
COUNTY OF MONROE

BEFORE ME, the undersigned authority, this day personally appeared BETTY L. LUJAN, to me well known, or identified by personally known to me, acknowledged the due execution of the foregoing Quitclaim Deed.

WITNESS my hand and official seal this 3rd day of May, 2000.

CATHERINE D. PEACE
MY COMMISSION EXPIRES
OCTOBER 18, 2002
NOTARY PUBLIC, STATE OF FLORIDA

Notary Public
Printed Name Catherine D. Peace
My Commission Expires: 10/18/02

C:\CLIENT\LUJAN\123150.Q

EXHIBIT "A"

RE: 00123150-000000 Subject #24

A parcel of submerged land lying southeasterly of Part of Government Lot 2, Section 26, Township 67 South, Range 25 East, Raccoon Key, Monroe County, Florida, more particularly described as follows: From the intersection of the westerly abutment of the Boca Chica Viaduct and centerline of U.S. Hwy #1, go South 81° 17' 00" West, a distance of 3,308.70 feet to a point; thence North 10° 00' 00" East a distance of 211.17 feet to a point in the northerly R/W line of U.S. Hwy #1, which point is the point of beginning; thence North 81° 17' 00" East along the northerly R/W line of U.S. Hwy #1 , a distance of 940.9 feet to a point; thence North 08° 43' 00" West a distance of 850 feet to a point; thence South 81° 17' 00" West a distance of 285 feet more or less, to a point; thence South 01° 35' 00" East a distance of 94.3 feet to a point; thence South 63° 57' 00" West a distance of 488 feet to a point ; thence South 10° 00' 00" West a distance of 650 feet, more or less, back to the point of beginning. Containing 11.68 acres, more or less.

MONROE COUNTY
OFFICIAL RECORDS

C:\CLIENT\LUJAN\123150.LD

MONROE COUNTY
OFFICIAL RECORDS

FILE #1253120
BK#1719 PG#2192

This form prepared by and return to
Marci L. Rose, Esq.
818 White Street
Key West, Florida 33040
R.E. Parcel No.: 00123170-000000

RCD Aug 22 2001 12:42PM
DANNY L KOLHAGE, CLERK

QUITCLAIM DEED

This Document was prepared without benefit of Title Search or Abstract Examination and is based solely on the facts provided by either of the parties or their agents.

THIS QUITCLAIM DEED, executed this 23rd day of May, A.D.2001, by BETTY L. LUJAN, a married woman, GRANTOR, to THE LUJAN LIMITED PARTNERSHIP, LTD., A FLORIDA LIMITED PARTNERSHIP, GRANTEE, whose address is 1104 Truman Avenue, Key West, Florida 33040:

(Wherever used herein, the terms "Grantor" and "Grantee" shall include singular and plural, heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, wherever the context so admits or requires.)

DEED DOC STAMPS 8.70
08/22/2001 DEP CLK

WITNESSETH, That the said Grantor, for and in consideration of the sum of Ten Dollars ($10.00), in hand paid by the said Grantee, the receipt whereof is hereby acknowledged, does hereby remise, release and quit-claim unto the said Grantee forever, all the right, title, interest, claim and demand which the said Grantor has in and to the following described lot, piece or parcel of land, situate, lying and being in the County of Monroe, State of Florida, to-wit:

See Attached Ex. "A"

TO HAVE AND TO HOLD the same together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of the said Grantor, either in law or equity, to the only proper use, benefit and behoof of the said Grantee forever.

SAID PROPERTY is not the homestead of the Grantor(s) under the laws and constitution of the State of Florida in that neither the Grantor(s) or any members of the household of Grantor(s) reside thereon.

IN WITNESS WHEREOF, The said Grantor has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered
in the presence of:

Cecelia Pinder
Witness

Cecelia Pinder
Witness Printed Name

Elizabeth Kollmeyer
Witness

ELIZABETH KOLLMEYER
Witness Printed Name

Betty L. Lujan
BETTY L. LUJAN

STATE OF FLORIDA
COUNTY OF MONROE

BEFORE ME, the undersigned authority, this day personally appeared BETTY L. LUJAN, to me well known, or identified by _____, acknowledged the due execution of the foregoing Quitclaim Deed.

WITNESS my hand and official seal this 23rd day of May 2001.

Therese R. Scarbrough
Notary Public
Printed Name THERESE R. SCARBROUGH
My Commission Expires: 10/18/02

THERESE R. SCARBROUGH
MY COMMISSION EXPIRES October 18, 2002
ICC 783525
NOTARY PUBLIC, STATE OF FLORIDA

C:\client\LUJAN\123170.one.wpd

EXHIBIT "A"

RE: 00123170-000000 Subject #16

From the intersection of the centerline of U.S. Highway No. 1 and the east fact of the west abutment of the Boca Chica Viaduct go South 81° 17' West along the centerline of U.S. Highway No. 1 a distance of 3714.28 feet to a point; thence North 10° 00' West a distance of 211.17 feet to a point in the northerly right of way line of U.S. Highway No. 1 which point is the point of beginning; thence South 81° 17' West along the northerly right of way line of U.S. Highway No. 1 a distance of 415 feet to a point; thence North 16° 13' West a distnance of 530 feet to a point of intersection with the southeasterly line of Allamanda Avenue (extended) according to the plat of Key Haven, a subdivision recorded in Plat Book 4 at Page 46 of Monroe County Official Records; thence North 50° 13' 40" East along the southeasterly line of Allamanda Avenue (extended) a distance of 705 feet, more or less, to a point in the westerly shoreline of Raccoon Key; thence southerly along the meanders of said shoreline a distance of 825 feet, more or less, to a point; thence South 10° 00' West a distance of 485 feet, more or less, back to the point of beginning. Containing 9.7 acres, more or less.

Including Lots 3-8 Key Haven 9th Addition PB5-113

Less Lots 1,2 and 9 Key Haven 9th Addition PB5-113 and Key HavenRoad Extension, O.R. Bk 206, Pg. 177.

MONROE COUNTY
OFFICIAL RECORDS

C:\client\Lujan\123170.oneLD.wpd

MONROE COUNTY
OFFICIAL RECORDS

FILE #1190899
BK#1644 PG#2168

RCD Jul 21 2000 04:22PM
DANNY L KOLHAGE, CLERK

This form prepared by and return to
Marci L. Rose, Esq.
818 White Street
Key West, Florida 33040
R.E. Parcel No.: 00123170-000000

DEED DOC STAMPS 1920.10
07/21/2000 GP DEP CLK

QUITCLAIM DEED

This Document was prepared without benefit of Title Search or Abstract Examination and is based solely on the facts provided by either of the parties or their agents.

THIS QUITCLAIM DEED, executed this 3rd day of May, A.D.2000, by BETTY L. LUJAN, a married woman, GRANTOR, to THE LUJAN LIMITED PARTNERSHIP, LTD., A FLORIDA LIMITED PARTNERSHIP, GRANTEE, whose address is 1104 Truman Avenue, Key West, Florida 33040:

(Wherever used herein, the terms "Grantor" and "Grantee" shall include singular and plural, heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, wherever the context so admits or requires.)

WITNESSETH, That the said Grantor, for and in consideration of the sum of Ten Dollars ($10.00), in hand paid by the said Grantee, the receipt whereof is hereby acknowledged, does hereby remise, release and quit-claim unto the said Grantee forever, all the right, title, interest, claim and demand which the said Grantor has in and to the following described lot, piece or parcel of land, situate, lying and being in the County of Monroe, State of Florida, to-wit:

See Attached Ex. [redacted]

TO HAVE AND TO HOLD the same together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of the said Grantor, either in law or equity, to the only proper use, benefit and behoof of the said Grantee forever.

SAID PROPERTY is not the homestead of the Grantor(s) under the laws and constitution of the State of Florida in that neither the Grantor(s) or any members of the household of Grantor(s) reside thereon.

IN WITNESS WHEREOF, The said Grantor has signed and sealed these presents the day and year first above written.
Signed, sealed and delivered
in the presence of:

Therese R. Scarbrough
Witness

Betty L. Lujan
BETTY L. LUJAN

THERESE R. SCARBROUGH
Witness Printed Name

Betty L. Lujan

Elizabeth Kohlmeyer
Witness

ELIZABETH KOHLMEYER
Witness Printed Name

STATE OF FLORIDA
COUNTY OF MONROE

BEFORE ME, the undersigned authority, this day personally appeared BETTY L. LUJAN, to me well known, or identified by personally known to me, acknowledged the due execution of the foregoing Quitclaim Deed.

WITNESS my hand and official seal this 3rd day of May, 2000.

CATHERINE D. PEACE
MY COMMISSION EXPIRES October 19, 2002
#CC 784533
Bonded Thru Notary Public Underwriters
NOTARY PUBLIC, STATE OF FLORIDA

Catherine D. Peace
Notary Public
Printed Name Catherine D. Peace
My Commission Expires: 10/19/02

C:\CLIENT\LUJAN\123170.QC

EXHIBIT "A"

RE: 00123170-000000 Subject #16

From the intersection of the centerline of U.S. Highway No. 1 and the east fact of the west abutment of the Boca Chica Viaduct go South 81° 17' West along the centerline of U.S. Highway No. 1 a distance of 3714.28 feet to a point; thence North 10° 00' West a distance of 211.17 feet to a point in the northerly right of way line of U.S. Highway No. 1 which point is the point of beginning; thence South 81° 17' West along the northerly right of way line of U.S. Highway No. 1 a distance of 415 feet to a point; thence North 16° 13' West a distnance of 530 feet to a point of intersection with the southeasterly line of Allamanda Avenue (extended) according to the plat of Key Haven, a subdivision recorded in Plat Book 4 at Page 46 of Monroe County Official Records; thence North 50° 13' 40" East along the southeasterly line of Allamanda Avenue (extended) a distance of 705 feet, more or less, to a point in the westerly shoreline of Raccoon Key; thence southerly along the meanders of said shoreline a distance of 825 feet, more or less, to a point; thence South 10° 00' West a distance of 485 feet, more or less, back to the point of beginning. Containing 9.7 acres, more or less.

Less Lots 1-9 Key Haven 9th Addition PB5-113 and Key HavenRoad Extension, O.R. Bk 206, Pg. 177.

MONROE COUNTY
OFFICIAL RECORDS

C:\CLIENT\LUJAN\123170.LD

MONROE COUNTY
OFFICIAL RECORDS

FILE #1190900
BK#1644 PG#2170

RCD Jul 21 2000 04:22PM
DANNY L KOLHAGE, CLERK

This form prepared by and return to
Marci L. Rose, Esq.
818 White Street
Key West, Florida 33040
R.E. Parcel No.: 00123200-000000

DEED DOC STAMPS 665.00
07/21/2000 DEP CLK

QUITCLAIM DEED

This Document was prepared without benefit of Title Search or Abstract Examination and is based solely on the facts provided by either of the parties or their agents.

THIS QUITCLAIM DEED, executed this 3rd day of May, A.D.2000, by **BETTY L. LUJAN**, a married woman, **GRANTOR**, to **THE LUJAN LIMITED PARTNERSHIP, LTD., A FLORIDA LIMITED PARTNERSHIP, GRANTEE**, whose address is 1104 Truman Avenue, Key West, Florida 33040:

(Wherever used herein, the terms "Grantor" and "Grantee" shall include singular and plural, heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, wherever the context so admits or requires.)

WITNESSETH, That the said Grantor, for and in consideration of the sum of Ten Dollars ($10.00), in hand paid by the said Grantee, the receipt whereof is hereby acknowledged, does hereby remise, release and quit-claim unto the said Grantee forever, all the right, title, interest, claim and demand which the said Grantor has in and to the following described lot, piece or parcel of land, situate, lying and being in the County of Monroe, State of Florida, to-wit:

See Attached Ex. [redacted]

TO HAVE AND TO HOLD the same together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of the said Grantor, either in law or equity, to the only proper use, benefit and behoof of the said Grantee forever.

SAID PROPERTY is not the homestead of the Grantor(s) under the laws and constitution of the State of Florida in that neither the Grantor(s) or any members of the household of Grantor(s) reside thereon.

IN WITNESS WHEREOF, The said Grantor has signed and sealed these presents the day and year first above written.
Signed, sealed and delivered
in the presence of:

Therese R. Scarbrough
Witness

THERESE R. SCARBROUGH
Witness Printed Name

Elizabeth Kolhager
Witness

ELIZABETH KOLHAGER
Witness Printed Name

Betty L. Lujan
BETTY L. LUJAN

Betty L. Lujan

STATE OF FLORIDA
COUNTY OF MONROE

BEFORE ME, the undersigned authority, this day personally appeared **BETTY L. LUJAN**, to me well known, or identified by personally known to me, acknowledged the due execution of the foregoing Quitclaim Deed.

WITNESS my hand and official seal this 3rd day of May, 2000.

CATHERINE D. PEACE
MY COMMISSION EXPIRES
October 19, 2002
#CC 784653
NOTARY PUBLIC, STATE OF FLORIDA

Catherine D. Peace
Notary Public
Printed Name Catherine D. Peace
My Commission Expires: 10/19/02

C:\CLIENT\LUJAN\123200.QC

EXHIBIT "A"

FILE #1190900
BK#1644 PG#2171

RE: 00123200-000000 Subject #24

A parcel of submerged land lying southerly of and adjacent to Part of Government Lot 2, Section 26, Township 67 South, Range 25 East, Raccoon Key, Monroe County, Florida, more particularly described as follows: From the intersection of the westerly abutment of the Boca Chica Viaduct and the centerline of U.S. Hwy#1, go South 81° 17' 00" West along the centerline of U.S. Hwy #1 a distance of 3,714.28 feet to a point; thence North 10° 00' 00" East a distance of 211.17 feet to a point in the northerly R/W line of U.S. Hwy # 1, which point is the point of beginning; thence continue North 10° 00' 00" East a distance of 645 feet, more or less, to a point in the southerly shoreline of Raccoon Key; thence easterly along the meanders of said southerly shoreline a distance of 120 feet, more or less, to a point; thence South 10° 00' 00" West a distance of 620 feet, more or less, to a point in the northerly R/W line of U.S. Hwy # 1; thence South 81° 17' 00" West along said northerly R/W line a distance of 105.58 feet back to the point of beginning, as recorded in Official Records Book 130 at Pages 71-73 of Monroe County, Florida; containing 0.75 acres, more or less. LESS and excepting therefrom that portion of the above described parcel deeded to Monroe County, Florida for Road Purposes, shown in Official Records Book 130 at Pages 71-73 of Monroe County, Florida.

MONROE COUNTY
OFFICIAL RECORDS

C:\CLIENT\LUJAN\123200.LD

MONROE COUNTY
OFFICIAL RECORDS

FILE #1190901
BK#1644 PG#2172

RCD Jul 21 2000 04:23PM
DANNY L KOLHAGE, CLERK

This form prepared by and return to
Marci L. Rose, Esq.
818 White Street
Key West, Florida 33040
R.E. Parcel No.: 00123210-000000

DEED DOC STAMPS 585.20
07/21/2000 DEP CLK

QUITCLAIM DEED

This Document was prepared without benefit of Title Search or Abstract Examination and is based solely on the facts provided by either of the parties or their agents.

THIS QUITCLAIM DEED, executed this 3rd day of May, A.D.2000, by BETTY L. LUJAN, a married woman, GRANTOR, to THE LUJAN LIMITED PARTNERSHIP, LTD., A FLORIDA LIMITED PARTNERSHIP, GRANTEE, whose address is 1104 Truman Avenue, Key West, Florida 33040:

(Wherever used herein, the terms "Grantor" and "Grantee" shall include singular and plural, heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, wherever the context so admits or requires.)

WITNESSETH, That the said Grantor, for and in consideration of the sum of Ten Dollars ($10.00), in hand paid by the said Grantee, the receipt whereof is hereby acknowledged, does hereby remise, release and quit-claim unto the said Grantee forever, all the right, title, interest, claim and demand which the said Grantor has in and to the following described lot, piece or parcel of land, situate, lying and being in the County of Monroe, State of Florida, to-wit:

See Attached Ex. [redacted]

TO HAVE AND TO HOLD the same together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of the said Grantor, either in law or equity, to the only proper use, benefit and behoof of the said Grantee forever.

SAID PROPERTY is not the homestead of the Grantor(s) under the laws and constitution of the State of Florida in that neither the Grantor(s) or any members of the household of Grantor(s) reside thereon.

IN WITNESS WHEREOF, The said Grantor has signed and sealed these presents the day and year first above written.
Signed, sealed and delivered
in the presence of:

Therese R. Scarbrough
Witness

Betty L. Lujan
BETTY L. LUJAN

THERESE R. SCARBROUGH
Witness Printed Name

Betty L. Lujan

Elizabeth Kohlmeyer
Witness

ELIZABETH KOHLMEYER
Witness Printed Name

STATE OF FLORIDA
COUNTY OF MONROE

BEFORE ME, the undersigned authority, this day personally appeared BETTY L. LUJAN, to me well known, or identified by personally known to me, acknowledged the due execution of the foregoing Quitclaim Deed.

WITNESS my hand and official seal this 3rd day of May, 2000.

CATHERINE D. PEACE
MY COMMISSION EXPIRES
October 19, 2002
#CC 784553
NOTARY PUBLIC, STATE OF FLORIDA

Catherine D. Peace
Notary Public
Printed Name Catherine D. Peace
My Commission Expires: 10/19/02

C:\CLIENT\LUJAN\123210.QC

FILE #1190901
BK#1644 PG#2173

EXHIBIT "A"

RE: 00123210-000000 Subject #24

A parcel of submerged land lying southerly of and adjacent to part of Government Lot 1, Section 26, Township 67 South, Range 25 East, Racoon Key, Monroe County, Florida, more particularly described as follows: From the intersection of the westerly abutment of the Boca Chica Viaduct and the centerline of U.S. Hwy #1, go South 81° 17' 00" West along the centerline of U.S. Hwy #1, a distance of 3,308.70 feet to a point; thence North 10° 00' 00" East a distance of 211.17 feet to a point in the northerly R/W line of U.S. Hwy #1 which point is the point of beginning; thence continue North 10° 00' 00" East a distance of 650 feet, more or less, to a point in the southerly shoreline of Raccoon Key; thence westerly along the meanders of said southerly shoreline a distance of 310 feet, more or less, to a point; thence South 10° 00' 00" West a distance of 620 feet, more or less, to a point in the northerly R/W line of U.S. Hwy #1; thence North 81° 17' 00" East along the northerly R/W line of U.S. Hwy #1 a distance of 300 feet back to the point of beginning. Containing 4.2 acres, more or less.

MONROE COUNTY
OFFICIAL RECORDS

C:\CLIENT\LUJAN\123210.LD

MONROE COUNTY
OFFICIAL RECORDS

FILE #1190902
BK#1644 PG#2174

RCD Jul 21 2000 04:23PM
DANNY L KOLHAGE, CLERK

This form prepared by and return to
Marci L. Rose, Esq.
818 White Street
Key West, Florida 33040
R.E. Parcel No.: 00123220-000000

DEED DOC STAMPS 518.00
07/21/2000 [illegible] DEP CLK

QUITCLAIM DEED

This Document was prepared without benefit of Title Search or Abstract Examination and is based solely on the facts provided by either of the parties or their agents.

THIS QUITCLAIM DEED, executed this 3rd day of May, A.D.2000, by BETTY L. LUJAN, a married woman, GRANTOR, to THE LUJAN LIMITED PARTNERSHIP, LTD., A FLORIDA LIMITED PARTNERSHIP, GRANTEE, whose address is 1104 Truman Avenue, Key West, Florida 33040:

(Wherever used herein, the terms "Grantor" and "Grantee" shall include singular and plural, heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, wherever the context so admits or requires.)

WITNESSETH, That the said Grantor, for and in consideration of the sum of Ten Dollars ($10.00), in hand paid by the said Grantee, the receipt whereof is hereby acknowledged, does hereby remise, release and quit-claim unto the said Grantee forever, all the right, title, interest, claim and demand which the said Grantor has in and to the following described lot, piece or parcel of land, situate, lying and being in the County of Monroe, State of Florida, to-wit:

See Attached Ex. [redacted]

TO HAVE AND TO HOLD the same together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of the said Grantor, either in law or equity, to the only proper use, benefit and behoof of the said Grantee forever.

SAID PROPERTY is not the homestead of the Grantor(s) under the laws and constitution of the State of Florida in that neither the Grantor(s) or any members of the household of Grantor(s) reside thereon.

IN WITNESS WHEREOF, The said Grantor has signed and sealed these presents the day and year first above written.
Signed, sealed and delivered
in the presence of:

Therese R Scarbrough
Witness

THERESE R. SCARBROUGH
Witness Printed Name

Elizabeth Kohlmeyer
Witness

ELIZABETH KOHLMEYER
Witness Printed Name

Betty L. Lujan
BETTY L. LUJAN

Betty L. Lujan

STATE OF FLORIDA
COUNTY OF MONROE

BEFORE ME, the undersigned authority, this day personally appeared BETTY L. LUJAN, to me well known, or identified by Personally known to me, acknowledged the due execution of the foregoing Quitclaim Deed.

WITNESS my hand and official seal this 3rd day of May, 2000.

Catherine D. Peace
Notary Public
Printed Name Catherine D. Peace
My Commission Expires:
10/19/02

CATHERINE D. PEACE
MY COMMISSION EXPIRES October 19, 2002
#CC 784653
Bonded Thru Notary Public Underwriters
NOTARY PUBLIC, STATE OF FLORIDA

C:\CLIENT\LUJAN\123220.QC

EXHIBIT "A"

FILE #1190902
BK#1644 PG#2175

RE: 00123220-000000 Subject #16

A parcel of land on Raccoon Key, Monroe County, Florida, being part of Government Lot 2, Section 26, Township 67 South, Range 25 East, more particularly described as follows: Begin at the intersection of the southwesterly line of Key Haven Boulevard, and the southeasterly line of Allamanda Ave. (Extended), according to the Plat of Key Haven as recorded in Plat Book 4 at Page 46, Monroe County Official Records; thence South 39° 46' 20" East along the southwesterly line of Key Haven Boulevard a distance of 94.47 feet to a point of curve of a curve concave to the West, having a radius of 213.27 feet and a central angle of 45° 32' 10"; thence southerly along said curve a distance of 169.50 feet to a point of tangent; thence South 05° 45' 50" West along the westerly line of Key Haven Boulevard, a distance of 265 feet, more or less, to a point in the shoreline of Raccoon Key; thence westerly and northerly along the meanders of the shoreline of Raccoon Key a distance of 550 feet, more or less, to a point in the southeasterly line of Allamanda Ave. According to KEY HAVEN SECOND ADDITION, as recorded in Plat Book 4 at Page 93, Monroe County Official Records; thence North 50° 13' 40" East along the southeasterly line of said Allamanda Ave. a distance of 55 feet, more or less, back to the point of beginning. Containing 1.43 acres, more or less.

MONROE COUNTY
OFFICIAL RECORDS

C:\CLIENT\LUJAN\123220.LD

MONROE COUNTY
OFFICIAL RECORDS

FILE #1190903
BK#1644 PG#2176

RCD Jul 21 2000 04:24PM
DANNY L KOLHAGE, CLERK

This form prepared by and return to
Marci L. Rose, Esq.
818 White Street
Key West, Florida 33040
R.E. Parcel No.: 00123230-000000

DEED DOC STAMPS 2414.30
07/21/2000 DP DEP CLK

QUITCLAIM DEED

This Document was prepared without benefit of Title Search or Abstract Examination and is based solely on the facts provided by either of the parties or their agents.

THIS QUITCLAIM DEED, executed this 3rd day of May, A.D.2000, by BETTY L. LUJAN, a married woman, GRANTOR, to THE LUJAN LIMITED PARTNERSHIP, LTD., A FLORIDA LIMITED PARTNERSHIP, GRANTEE, whose address is 1104 Truman Avenue, Key West, Florida 33040:

(Wherever used herein, the terms "Grantor" and "Grantee" shall include singular and plural, heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, wherever the context so admits or requires.)

WITNESSETH, That the said Grantor, for and in consideration of the sum of Ten Dollars ($10.00), in hand paid by the said Grantee, the receipt whereof is hereby acknowledged, does hereby remise, release and quit-claim unto the said Grantee forever, all the right, title, interest, claim and demand which the said Grantor has in and to the following described lot, piece or parcel of land, situate, lying and being in the County of Monroe, State of Florida, to-wit:

See Attached Ex. [redacted]

TO HAVE AND TO HOLD the same together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of the said Grantor, either in law or equity, to the only proper use, benefit and behoof of the said Grantee forever.

SAID PROPERTY is not the homestead of the Grantor(s) under the laws and constitution of the State of Florida in that neither the Grantor(s) or any members of the household of Grantor(s) reside thereon.

IN WITNESS WHEREOF, The said Grantor has signed and sealed these presents the day and year first above written.
Signed, sealed and delivered
in the presence of:

Therese R. Scarbrough
Witness

Therese R. Scarbrough
Witness Printed Name

Elizabeth Kohlmeyer
Witness

ELIZABETH KOHLMEYER
Witness Printed Name

Betty L. Lujan
BETTY L. LUJAN

Betty L. Lujan

STATE OF FLORIDA
COUNTY OF MONROE

BEFORE ME, the undersigned authority, this day personally appeared BETTY L. LUJAN, to me well known, or identified by personally known to me, acknowledged the due execution of the foregoing Quitclaim Deed.

WITNESS my hand and official seal this 3rd day of May, 2000.

CATHERINE D. PEACE
MY COMMISSION EXPIRES
OCTOBER 18, 2002
CC 784653
NOTARY PUBLIC, STATE OF FLORIDA

Catherine D. Peace
Notary Public
Printed Name Catherine D. Peace
My Commission Expires: 10/18/02

C:\CLIENT\LUJAN\123230.

EXHIBIT "A"

FILE #1190903
BK#1644 PG#2177

RE: 00123230-000000 Subject #24

A parcel of land on Raccoon Key, Monroe County, Florida, being a part of Government Lot 2, Section 26, Township 67 South, Range 25 East, more particularly described as follows: From the intersection of the westerly abutment of the Boca Chica Viaduct and the centerline of U.S. Hwy #1, go South 81° 17' 00" West along the centerline of U.S. Hwy #1 a distance of 3,303.70 feet to a point; thence North 10° 00' 00" East a distance of 861.17 feet to a point which point is the point of beginning; thence North 63° 57' 00" East a distance of 488 feet to a point; thence North 01° 35' 00" West a distance of 188.6 feet to a point; thence South 77° 00' 00" West a distance of 145 feet, more or less, to a point in the southeasterly line of KEY HAVEN FOURTH ADDITION as recorded in Plat Book 4 at Page 152, Monroe County Official Records; thence South 50° 13' 40" West along the southeasterly line of said KEY HAVEN FOURTH ADDITION a distance of 315 feet, more or less, to a point in the southerly line of said KEY HAVEN FOURTH ADDITION; thence South 81° 50' 07"West along the southerly line of said KEY HAVEN FOURTH ADDITION a distance of 140.90 feet to a point in the southwesterly line of said KEY HAVEN FOURTH ADDITION; thence North 39° 48' 20" West along the southwesterly line of said KEY HAVEN FOURTH ADDITION a distance of 20 feet to a point in the southeasterly line of Key Haven Terrace according to said KEY HAVEN FOURTH ADDITION; thence South 50° 13' 40" West along the southeasterly line of said Key Haven Terrace a distance of 60 feet to a point of curve of a curve concave to the North, having a radius of 169.32 feet and a central angle of 45° 32' 19"; thence westerly along said curve a distance of 114.57 feet to a point; thence South 43° 47' 40" East a distance of 200 feet, more or less, to a point in the southerly shoreline of Raccoon Key; thence easterly along the meanders of said southerly shoreline a distance of 140 feet, more or less, back to the point of beginning. Containing 2.3 acres, more or less.

MONROE COUNTY
OFFICIAL RECORDS

C:\CLIENT\LUJAN\123230.LD

MONROE COUNTY
OFFICIAL RECORDS

FILE #1253121
BK#1719 PG#2193

RCD Aug 22 2001 12:42PM
DANNY L KOLHAGE, CLERK

This form prepared by and return to
Marci L. Rose, Esq.
818 White Street
Key West, Florida 33040
R.E. Parcel No.: 00139390-000000 00139470-000000
00139410-000000 00139490-000000
00139430-000000 00139510-000000
00139450-000000

QUITCLAIM DEED

This Document was prepared without benefit of Title Search or Abstract Examination and is based solely on the facts provided by either of the parties or their agents.

THIS QUITCLAIM DEED executed this 23rd day of May, A.D.2001, by KEY HAVEN SALES, INC., A FLORIDA CORPORATION, GRANTOR, to THE LUJAN LIMITED PARTNERSHIP, LTD., A FLORIDA LIMITED PARTNERSHIP, GRANTEE, whose address is 1104 Truman Avenue, Key West, Florida 33040:

(Wherever used herein, the terms "Grantor" and "Grantee" shall include singular and plural, heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, wherever the context so admits or requires.)

DEED DOC STAMPS 504.00
08/22/2001 DEP CLK

WITNESSETH, That the said Grantor, for and in consideration of the sum of Ten Dollars ($10.00), in hand paid by the said Grantee, the receipt whereof is hereby acknowledged, does hereby remise, release and quit-claim unto the said Grantee forever, all the right, title, interest, claim and demand which the said Grantor has in and to the following described lot, piece or parcel of land, situate, lying and being in the County of Monroe, State of Florida, to-wit:

See Attached Ex. "A"

TO HAVE AND TO HOLD the same together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of the said Grantor, either in law or equity, to the only proper use, benefit and behoof of the said Grantee forever.

SAID PROPERTY is not the homestead of the Grantor(s) under the laws and constitution of the State of Florida in that neither the Grantor(s) or any members of the household of Grantor(s) reside thereon.

IN WITNESS WHEREOF, The said Grantor has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered
in the presence of:

KEY HAVEN SALES, INC.
A FLORIDA CORPORATION

BY: Arthur Wayne Lujan as president
ARTHUR WAYNE LUJAN AS PRESIDENT

Cecelia Pinder
Witness

Cecelia Pinder
Witness Printed Name

Elizabeth Kohlmeyer
Witness

ELIZABETH KOHLMEYER
Witness Printed Name

STATE OF FLORIDA
COUNTY OF MONROE

BEFORE ME, the undersigned authority, this day personally appeared ARTHUR WAYNE LUJAN, AS PRESIDENT OF KEY HAVEN SALES, INC. A FLORIDA CORPORATION, to me well known, or identified by _____, acknowledged the due execution of the foregoing Quitclaim Deed on behalf of the Corporation.

WITNESS my hand and official seal this 23rd day of May, 2001.

Therese R. Scarbrough
Notary Public
Printed Name THERESE R. SCARBROUGH
My Commission Expires: 10/18/02

THERESE R. SCARBROUGH
MY COMMISSION EXPIRES October 18, 2002
#CC 783525
Bonded Thru Notary Public Underwriters
NOTARY PUBLIC, STATE OF FLORIDA

C:\client\Lujan\9thaddn.qctwo.wpd

EXHIBIT "A"

R.E. Parcel No.: 00139390-000000
00139410-000000
00139430-000000
00139450-000000
00139470-000000
00139490-000000
00139510-000000

KEY HAVEN 9TH ADDITION:

LOTS 11, 13, 15, 17, 19, 21, and 23 as recorded in Plat Book 5, Page 113, of the Public Records of Monroe County, Florida..

MONROE COUNTY
OFFICIAL RECORDS

C:\client\LUJAN\139390-510.TWOLD.wpd

MONROE COUNTY
OFFICIAL RECORDS

FILE #1253122
BK#1719 PG#2195

This form prepared by and return to
Marci L. Rose, Esq.
818 White Street
Key West, Florida 33040
R.E. Parcel No.: 00123250-000100

RCD Aug 22 2001 12:43PM
DANNY L KOLHAGE, CLERK

DEED DOC STAMPS 10.50
08/22/2001 DEP CLK

QUITCLAIM DEED

This Document was prepared without benefit of Title Search or Abstract Examination and is based solely on the facts provided by either of the parties or their agents.

THIS QUITCLAIM DEED, executed this 23rd day of May, A.D.2001, by KEY HAVEN ASSOCIATED ENTERPRISES, INC., A FLORIDA CORPORATION, GRANTOR, to THE LUJAN LIMITED PARTNERSHIP, LTD., A FLORIDA LIMITED PARTNERSHIP, GRANTEE, whose address is 1104 Truman Avenue, Key West, Florida 33040:

(Wherever used herein, the terms "Grantor" and "Grantee" shall include singular and plural, heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, wherever the context so admits or requires.)

WITNESSETH, That the said Grantor, for and in consideration of the sum of Ten Dollars ($10.00), in hand paid by the said Grantee, the receipt whereof is hereby acknowledged, does hereby remise, release and quit-claim unto the said Grantee forever, all the right, title, interest, claim and demand which the said Grantor has in and to the following described lot, piece or parcel of land, situate, lying and being in the County of Monroe, State of Florida, to-wit:

See Attached Ex. "A"

TO HAVE AND TO HOLD the same together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of the said Grantor, either in law or equity, to the only proper use, benefit and behoof of the said Grantee forever.

SAID PROPERTY is not the homestead of the Grantor(s) under the laws and constitution of the State of Florida in that neither the Grantor(s) or any members of the household of Grantor(s) reside thereon.

IN WITNESS WHEREOF, The said Grantor has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered
in the presence of:

Witness

Witness Printed Name

Witness

ELIZABETH KOHLMEYER
Witness Printed Name

KEY HAVEN ASSOCIATED ENTERPRISES, INC.

ARTHUR WAYNE LUJAN, AS PRESIDENT as president

STATE OF FLORIDA
COUNTY OF MONROE

BEFORE ME, the undersigned authority, this day personally appeared ARTHUR WAYNE LUJAN , AS PRESIDENT OF KEY HAVEN ASSOCIATED ENTERPRISES, INC., to me well known, or identified by _____, acknowledged the due execution of the foregoing Quitclaim Deed on behalf of the Corporation.

WITNESS my hand and official seal this 23rd day of May, 2001.

Notary Public
Printed Name THERESE R. SCARBOROUGH
My Commission Expires: 10/18/02

THERESE R. SCARBOROUGH
MY COMMISSION EXPIRES
OCTOBER 18, 2002
CC 783525
NOTARY PUBLIC, STATE OF FLORIDA

C:\client\LUJAN\123250.QC.wpd

Exhibit "A"

FILE #1253122
BK#1719 PG#2196

RE: 123250-000100

Dogwood Circle, Dahlia Circle, Daffodil Circle, the canal lying and being adjacent to Lots 21, 22, 23, and the canal lying and being adjacent to Lots 15, 16, 17 and 18, all as shown on plat of Key Haven, Ninth Addition, a Subdivision of submerged lands Southwesterly of Key Haven Second Addition in Section 26, Twp. 67.5, Rge. 25 E., Monroe County, Florida, recorded in Plat Book 5, Page 113, of the Public Records of Monroe County, Florida.

MONROE COUNTY
OFFICIAL RECORDS

C:\client\LUJAN\123250.LD3.wpd

MONROE COUNTY
OFFICIAL RECORDS

FILE #1253123
BK#1719 PG#2197

This form prepared by and return to
Marci L. Rose, Esq.
818 White Street
Key West, Florida 33040
R.E. Parcel No.: 00116981-000000

RCD Aug 22 2001 12:45PM
DANNY L KOLHAGE, CLERK

DEED DOC STAMPS 13162.10
08/22/2001 DEP CLK

QUITCLAIM DEED

This Document was prepared without benefit of Title Search or Abstract Examination and is based solely on the facts provided by either of the parties or their agents.

THIS QUITCLAIM DEED, executed this 23rd day of May, A.D.2001, by BETTY L. LUJAN, a married woman, GRANTOR, to THE LUJAN LIMITED PARTNERSHIP, LTD., A FLORIDA LIMITED PARTNERSHIP, GRANTEE, whose address is 1104 Truman Avenue, Key West, Florida 33040:

(Wherever used herein, the terms "Grantor" and "Grantee" shall include singular and plural, heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, wherever the context so admits or requires.)

WITNESSETH, That the said Grantor, for and in consideration of the sum of Ten Dollars ($10.00), in hand paid by the said Grantee, the receipt whereof is hereby acknowledged, does hereby remise, release and quit-claim unto the said Grantee forever, all the right, title, interest, claim and demand which the said Grantor has in and to the following described lot, piece or parcel of land, situate, lying and being in the County of Monroe, State of Florida, to-wit:

See Attached Ex. "A"

TO HAVE AND TO HOLD the same together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of the said Grantor, either in law or equity, to the only proper use, benefit and behoof of the said Grantee forever.

SAID PROPERTY is not the homestead of the Grantor(s) under the laws and constitution of the State of Florida in that neither the Grantor(s) or any members of the household of Grantor(s) reside thereon.

IN WITNESS WHEREOF, The said Grantor has signed and sealed these presents the day and year first above written.
Signed, sealed and delivered
in the presence of:

Cecelia Pinder
Witness

Cecelia Pinder
Witness Printed Name

Elizabeth Kallmeyer
Witness

ELIZABETH KALLMEYER
Witness Printed Name

Betty L. Lujan
BETTY L. LUJAN

STATE OF FLORIDA
COUNTY OF MONROE

BEFORE ME, the undersigned authority, this day personally appeared BETTY L. LUJAN, to me well known, or identified by _____, acknowledged the due execution of the foregoing Quitclaim Deed.

WITNESS my hand and official seal this 23rd day of May, 2001.

Therese R. Scarbrough
Notary Public
Printed Name THERESE R. SCARBROUGH
My Commission Expires: 10/18/01

THERESE R. SCARBROUGH
MY COMMISSION EXPIRES
October 18, 2001
CC 783625
NOTARY PUBLIC, STATE OF FLORIDA

C:\client\LUJAN\116981.fourwpd.wp

EXHIBIT "A"

FILE #1253123
BK#1719 PG#2198

RE: 00116981-000000

Being a part of Section 25, Township 67 South, Range 25 East, in Monroe County, Florida and more particularly described as follows:
Commencing at the West end of the Boca Chica Viaduct, S.R.D. Station 129 plus 66.17 run Southwesterly along the centerline of State Highway No. 5 for a distance of 1200 feet to a point; thence at right angles and in a Northwesterly direction for a distance of 200 feet to the point of beginning of the property hereinafter described, said point of beginning also being on the Northwesterly right-of-way line of State Road No. 5, from said point of beginning, continue Northwesterly and at right angles to said R/W for a distance of 1350 feet to a point; thence at right angles and in a Southwesterly direction for a distance of 1100 feet to a point; thence at right angles and in a Southeasterly direction for a distance of 1350 feet to aforementioned right-or-way; thence at right angles and in a Northeasterly direction along said Northwesterly R/W 1100 feet back to the point of beginning. Containing approximately 34.09 acres.

MONROE COUNTY
OFFICIAL RECORDS

C:\client\LUJAN\116981fourLD.wpd

MONROE COUNTY
OFFICIAL RECORDS

FILE #1253125
BK#1719 PG#2201

This form prepared by and return to
Marci L. Rose, Esq.
818 White Street
Key West, Florida 33040
R.E. Parcel No.: 00135890-000000
00135910-000000

RCD Aug 22 2001 12:47PM
DANNY L KOLHAGE, CLERK

DEED DOC STAMPS 508.90
08/22/2001 DNP CLK

QUITCLAIM DEED

This Document was prepared without benefit of Title Search or Abstract Examination and is based solely on the facts provided by either of the parties or their agents.

THIS QUITCLAIM DEED, executed this 23rd day of May, A.D.2001, by KEY HAVEN SALES, INC., A FLORIDA CORPORATION, GRANTOR, to THE LUJAN LIMITED PARTNERSHIP, LTD., A FLORIDA LIMITED PARTNERSHIP, GRANTEE, whose address is 1104 Truman Avenue, Key West, Florida 33040:

(Wherever used herein, the terms "Grantor" and "Grantee" shall include singular and plural, heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, wherever the context so admits or requires.)

WITNESSETH, That the said Grantor, for and in consideration of the sum of Ten Dollars ($10.00), in hand paid by the said Grantee, the receipt whereof is hereby acknowledged, does hereby remise, release and quit-claim unto the said Grantee forever, all the right, title, interest, claim and demand which the said Grantor has in and to the following described lot, piece or parcel of land, situate, lying and being in the County of Monroe, State of Florida, to-wit:

See Attached Ex. "A"

TO HAVE AND TO HOLD the same together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of the said Grantor, either in law or equity, to the only proper use, benefit and behoof of the said Grantee forever.

SAID PROPERTY is not the homestead of the Grantor(s) under the laws and constitution of the State of Florida in that neither the Grantor(s) or any members of the household of Grantor(s) reside thereon.

IN WITNESS WHEREOF, The said Grantor has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered
in the presence of:

KEY HAVEN SALES, INC.
A FLORIDA CORPORATION

BY: Arthur Wayne Lujan as president
ARTHUR WAYNE LUJAN, AS PRESIDENT

Cecilia Pinder
Witness

Cecilia Pinder
Witness Printed Name

Elizabeth Kohlmeyer
Witness

ELIZABETH KOHLMEYER
Witness Printed Name

STATE OF FLORIDA
COUNTY OF MONROE

BEFORE ME, the undersigned authority, this day personally appeared ARTHUR WAYNE LUJAN, AS PRESIDENT OF KEY HAVEN SALES, INC. A FLORIDA CORPORATION, to me well known, or identified by _____, acknowledged the due execution of the foregoing Quitclaim Deed on behalf of the Corporation.

WITNESS my hand and official seal this 23rd day of May, 2001.

Therese R. Scarbrough
Notary Public
Printed Name THERESE R. SCARBROUGH
My Commission Expires: 11/18/02

THERESE R. SCARBROUGH
MY COMMISSION EXPIRES
NOV 18, 2002
CC 783625
NOTARY PUBLIC, STATE OF FLORIDA

C:\client\LUJAN\4thaddn.qcSIX.wpd

EXHIBIT "A"

FILE #1253125
BK#1719 PG#2202

R.E. Parcel No.: 00135890-000000
00135910-000000

KEY HAVEN 4TH ADDITION:

LOTS 21 and 23 as recorded in Plat Book 4, Page 152, of the Public Records of Monroe County, Florida..

C:\client\LUJAN\1358900.LD6.wpd

MONROE COUNTY
OFFICIAL RECORDS

MONROE COUNTY
OFFICIAL RECORDS

FILE #1304847
BK#1790 PG#722

RCD Jun 06 2002 02:18PM
DANNY L KOLHAGE, CLERK

This form prepared by and return to:
Marci L. Rose, Esq.
818 White Street
Key West, Florida 33040
R.E. Parcel No.: 00139400-000000 00139480-000000
00139420-000000 00139500-000000
00139440-000000 00139520-000000
00139460-000000

CORRECTIVE QUITCLAIM DEED

This Document was prepared without benefit of Title Search or Abstract Examination and is based solely on the facts provided by either of the parties or their agents.

THIS QUITCLAIM DEED, executed this 29th day of MAY, A.D.2002, by BETTY L. LUJAN, A MARRIED WOMAN, GRANTOR, to THE LUJAN LIMITED PARTNERSHIP, LTD., A FLORIDA LIMITED PARTNERSHIP, GRANTEE, whose address is 1104 Truman Avenue, Key West, Florida 33040:

(Wherever used herein, the terms "Grantor" and "Grantee" shall include singular and plural, heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, wherever the context so admits or requires.)

WITNESSETH, That the said Grantor, for and in consideration of the sum of Ten Dollars ($10.00), in hand paid by the said Grantee, the receipt whereof is hereby acknowledged, does hereby remise, release and quit-claim unto the said Grantee forever, all the right, title, interest, claim and demand which the said Grantor has in and to the following described lot, piece or parcel of land, situate, lying and being in the County of Monroe, State of Florida, to-wit:

LOTS 12, 14, 16, 18, 20, 22, AND 24 OF KEY HAVEN NINTH ADDITION AS RECORDED IN PLAT BOOK 5, PAGE 113 OF THE PUBLIC RECORDS OF MONROE COUNTY, FLORIDA

TO HAVE AND TO HOLD the same together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of the said Grantor, either in law or equity, to the only proper use, benefit and behoof of the said Grantee forever.

SAID PROPERTY is not the homestead of the Grantor(s) under the laws and constitution of the State of Florida in that neither the Grantor(s) or any members of the household of Grantor(s) reside thereon.

THIS CORRECTIVE QUITCLAIM DEED IS BEING RERECORDED TO CORRECT THE LEGAL DESCRIPTION.

IN WITNESS WHEREOF, The said Grantor has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered
in the presence of:

Barbara J Sawyer
Witness

Betty L. Lujan
BETTY L. LUJAN

BARBARA SAWYER
Witness Printed Name

Cecelia Pinder
Witness

Cecelia Pinder
Witness Printed Name

STATE OF FLORIDA
COUNTY OF MONROE

BEFORE ME, the undersigned authority, this day personally appeared BETTY L. LUJAN, to me well known, or identified by _____, acknowledged the due execution of the foregoing Quitclaim Deed.

WITNESS my hand and official seal this 29th day of MAY, 2002.

Therese R. Scarbrough
Notary Public
Printed Name THERESE R. SCARBROUGH
My Commission Expires: 10/18/02

THERESE R. SCARBROUGH
MY COMMISSION EXPIRES
October 18, 2002
CC 783625
Bonded Thru
Notary Public Underwriters
NOTARY PUBLIC, STATE OF FLORIDA

C:\client\LUJAN\9thaddn.qctTHREE.CORR.

MONROE COUNTY
OFFICIAL RECORDS

MONROE COUNTY
OFFICIAL RECORDS

FILE #1278886
BK#1755 PG#1702

This form prepared by and return to
Marci L. Rose, Esq.
818 White Street
Key West, Florida 33040
R.E. Parcel No.: 00139400-000000 00139480-000000
00139420-000000 00139500-000000
00139440-000000 00139520-000000
00139460-000000

RCD Jan 28 2002 11:45AM
DANNY L KOLHAGE, CLERK

DEED DOC STAMPS 483.70
01/28/2002 DEP CLK

QUITCLAIM DEED

This Document was prepared without benefit of Title Search or Abstract Examination and is based solely on the facts provided by either of the parties or their agents.

THIS QUITCLAIM DEED, executed this 22nd day of JANUARY, A.D.2002, by BETTY L. LUJAN, A MARRIED WOMAN, GRANTOR, to THE LUJAN LIMITED PARTNERSHIP, LTD., A FLORIDA LIMITED PARTNERSHIP, GRANTEE, whose address is 1104 Truman Avenue, Key West, Florida 33040:

(Wherever used herein, the terms "Grantor" and "Grantee" shall include singular and plural, heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, wherever the context so admits or requires.)

WITNESSETH, That the said Grantor, for and in consideration of the sum of Ten Dollars ($10.00), in hand paid by the said Grantee, the receipt whereof is hereby acknowledged, does hereby remise, release and quit-claim unto the said Grantee forever, all the right, title, interest, claim and demand which the said Grantor has in and to the following described lot, piece or parcel of land, situate, lying and being in the County of Monroe, State of Florida, to-wit:

LOTS 12, 14, 16, 18, 20, 22, AND 24 AS RECORDED IN PLAT BOOK 5, PAGE 113, OF THE PUBLIC RECORDS OF MONROE COUNTY, FLORIDA

TO HAVE AND TO HOLD the same together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of the said Grantor, either in law or equity, to the only proper use, benefit and behoof of the said Grantee forever.

SAID PROPERTY is not the homestead of the Grantor(s) under the laws and constitution of the State of Florida in that neither the Grantor(s) or any members of the household of Grantor(s) reside thereon.

IN WITNESS WHEREOF, The said Grantor has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered
in the presence of:

Elizabeth Kohlmeyer
Witness

Betty L. Lujan
BETTY L. LUJAN

ELIZABETH KOHLMEYER
Witness Printed Name

Vicki L. Hitt
Witness

VICKI L. HITT
Witness Printed Name

STATE OF FLORIDA
COUNTY OF MONROE

BEFORE ME, the undersigned authority, this day personally appeared BETTY L. LUJAN, to me well known, or identified by N/A acknowledged the due execution of the foregoing Quitclaim Deed.

WITNESS my hand and official seal this 22nd day of JANUARY, 2002.

Therese R. Scarbrough
Notary Public
Printed Name THERESE R. SCARBROUGH
My Commission Expires: 10/18/02

THERESE R. SCARBROUGH
MY COMMISSION EXPIRES
October 18, 2002
#CC 783525
NOTARY PUBLIC, STATE OF FLORIDA

Seal
C:\client\LUJAN\9thaddn.qctTHREE.wpd

MONROE COUNTY
OFFICIAL RECORDS

MONROE COUNTY
OFFICIAL RECORDS

FILE #1253124
BK#1719 PG#2199

RCD Aug 22 2001 12:46PM
DANNY L KOLHAGE, CLERK

This form prepared by and return to
Marci L. Rose, Esq.
818 White Street
Key West, Florida 33040
R.E. Parcel No.: 00135850-000000
00135870-000000
00135900-000000
00135860-000000
00135880-000000

DEED DOC STAMPS 754.60
08/22/2001 DEP CLK

QUITCLAIM DEED

This Document was prepared without benefit of Title Search or Abstract Examination and is based solely on the facts provided by either of the parties or their agents.

THIS QUITCLAIM DEED, executed this 23rd day of May, A.D.2001, by BETTY L. LUJAN, a married woman, GRANTOR, to THE LUJAN LIMITED PARTNERSHIP, LTD., A FLORIDA LIMITED PARTNERSHIP, GRANTEE, whose address is 1104 Truman Avenue, Key West, Florida 33040:

(Wherever used herein, the terms "Grantor" and "Grantee" shall include singular and plural, heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, wherever the context so admits or requires.)

WITNESSETH, That the said Grantor, for and in consideration of the sum of Ten Dollars ($10.00), in hand paid by the said Grantee, the receipt whereof is hereby acknowledged, does hereby remise, release and quit-claim unto the said Grantee forever, all the right, title, interest, claim and demand which the said Grantor has in and to the following described lot, piece or parcel of land, situate, lying and being in the County of Monroe, State of Florida, to-wit:

See Attached Ex. "A"

TO HAVE AND TO HOLD the same together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of the said Grantor, either in law or equity, to the only proper use, benefit and behoof of the said Grantee forever.

SAID PROPERTY is not the homestead of the Grantor(s) under the laws and constitution of the State of Florida in that neither the Grantor(s) or any members of the household of Grantor(s) reside thereon.

IN WITNESS WHEREOF, The said Grantor has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered
in the presence of:

Cecelia Pinder
Witness

Cecelia Pinder
Witness Printed Name

Elizabeth Kohlmeyer
Witness

ELIZABETH KOHLMEYER
Witness Printed Name

Betty L. Lujan
BETTY L. LUJAN

STATE OF FLORIDA
COUNTY OF MONROE

BEFORE ME, the undersigned authority, this day personally appeared BETTY L. LUJAN, to me well known, or identified by _____, acknowledged the due execution of the foregoing Quitclaim Deed.

WITNESS my hand and official seal this 23rd day of May, 2001.

Therese R. Scarbrough
Notary Public
Printed Name THERESE R. SCARBROUGH
My Commission Expires: 10/18/02

THERESE R. SCARBROUGH
MY COMMISSION EXPIRES October 18, 2002
#CC 782625
NOTARY PUBLIC, STATE OF FLORIDA

C:\client\LUJAN\1358504thaddn.qc5.wp

EXHIBIT "A"

FILE #1253124
BK#1719 PG#2200

R.E. Parcel No.: R.E. Parcel No.: 00135850-000000 00135860-000000
00135870-000000 00135880-000000
00135900-000000

KEY HAVEN 4TH ADDITION:

LOTS 17, 18, 19, 20 and 22 as recorded in Plat Book 4, Page 152, of the Public Records of Monroe County, Florida..

MONROE COUNTY
OFFICIAL RECORDS

C:\client\LUJAN\1358504.LD5.wpd

KEY HAVEN ESTATES

PRELIMINARY SUBDIVISION PLAT APPLICATION

EXHIBIT G

Copy of Road Abandonment Petition

[redacted]

The Craig Company

Comprehensive Planning
Resort/Tourism Planning
Land Use Regulation
Development Feasibility
Site Design
Expert Witness
Landscape Design

Mailing Address: P. O. Box 970
Key West Florida 33041

Office location: 600 White St.
Key West, Florida 33040

Phone: 305/294-1515
Fax: 305/292-1525
Email: tom@craigcompany.com

VIA HAND DELIVERY

February 21, 2006

County of Monroe
Offic of the County Attorney
502 Whitehead Street, Rear
P.O. Box 1026
Key West, FL 33041-1026

Re: Key Haven Estates Road Abandonment

On behalf of our client, The Lujan Limited Partnership, LTD, enclosed please find an original and four (4) copies of a Road Abandonment Petition and a $500 check for the filing fee.

Sincerely,

Thomas W. Williams

Cc: Ed Swift IV
Donald L. Craig, AICP
File

COUNTY of MONROE
KEY WEST FLORIDA 33040
(305) 294-4641

BOARD OF COUNTY COMMISSIONERS
Dixie M. Spehar, District 1
Mayor "Sonny" McCoy, District 3
George Neugent, District 2
Murray E. Nelson, District 5
David P. Rice, District 4

Office of the County Attorney
502 Whitehead Street, Rear
Post Office Box 1026
Key West, FL 33041-1026
(305) 292-3470
Fax (305) 292-3516

ROAD ABANDONMENT PETITION

DATE SUBMITTED: February 7, 2006

NAME OF PROPERTY OWNER(S): The Lujan Limited partnership, LTD

ADDRESS: 201 Front Street, Suite 330, Key West, FL 33040

PHONE (H) (305) 296-3609

E-mail: None Fax: None

AGENT: _The Craig Company, P.O. Box 970 Key West FL 33041

ROAD/EASEMENT (to be abandoned): Section of Key Haven Blvd as depicted on the Special Purpose Survey attached.

KEY: Key Haven Mile Marker: 6

We hereby petition the Honorable Board of County Commissioners to renounce and disclaim any right of the County and the public in and to the above-referenced street, alleyway, road or right-of-way as further depicted and described in the following attachments:

(Exhibit A) _____
Survey: (no larger than 11" x 17" or 8_" x 11") Description of roadway to be abandoned and survey showing that portion marked with diagonal lines with petitioners' property clearly delineated and outlined, and showing all adjacent properties.

(Exhibit B) _____
Map of Key: on which road is located, clearly showing US 1, Mile Marker number and portion of road to be abandoned.
Petitioner: The Lujan Limited Partnership, LTD

(Exhibit C) _____
Copies of Deed(s) - Petitioners certify they are the sole owners of Lot(s) _____ and that the abandonment of said road will not take away from other property holders' right of ingress and egress to their property, and that taxes for the year _____ have been paid on their subject land.

(Exhibit D) _____
Legal description of that portion of the roadway which Petitioners seek to have abandoned.

(Exhibits E-1, E-2, E-3, E-4) _____
Letters of no objection from utility companies including, but not limited to: water, electric, telephone, and cable TV.

(Exhibit F) _____
Letters of no objection from all adjacent property owners **and list of names and addresses of all adjacent property owners.**

Petitioners seek the abandonment for the following reasons:

To provide vehicular traffic continuity of the proposed subdivision known as Key Haven Estates, a small portion of Key Haven Blvd is being petitioned for abandonment.

Petitioners agree to be responsible for and pay for all costs of advertising and recording fees incurred relative to this request for the vacation.

Petitioners further agree to grant any easement necessary for the furnishing of utilities, including without limitation, electric power, water, sewer, telephone, gas, cable and other electric communication services to the same extent as is common within this area as to height, width and degree, upon request for such service or by the BOCC through its authorized agents. If easements are so required, copies of the executed documents will be provided to the County before the petition is presented to the BOCC.

Petitioners certify that the road to be abandoned does not end at water or that, if it does, the road is not a dedicated and accepted right-of-way (including by operation of law due to construction or maintenance by County).

Pursuant to BOCC Resolution 085-2005(E)(2)(i), abandonment of Key Haven Boulevard from US 1 up to its intersection with Key Haven Terrace is permitted.

Pertaining to Exhibit F of the Road Abandonment Petition, the applicant is the adjacent property owner for all properties adjacent to the road abandonment.

Petitioner: The Lujan Limited Partnership, LTD

WHEREFORE, Petitioners formally request the Honorable Board of County Commissioners to grant this petition.

PETITIONER

[ ] Is personally known to me.
[ ] Provided as identification Personally known to me

Sworn to and subscribed before me this 23rd day of February, 20 06.

THERESE R. SCARBROUGH
Typed Notary Name and Number DD 127318

Notary Signature and Seal

THERESE R. SCARBROUGH
MY COMMISSION # DD 127318
EXPIRES: October 18, 2006
Bonded Thru Notary Public Underwriters

PETITIONER

[ ] Is personally known to me.
[ ] Provided as identification _____

Sworn to and subscribed before me this _____ day of _____, 20 ____.

Typed Notary Name and Number

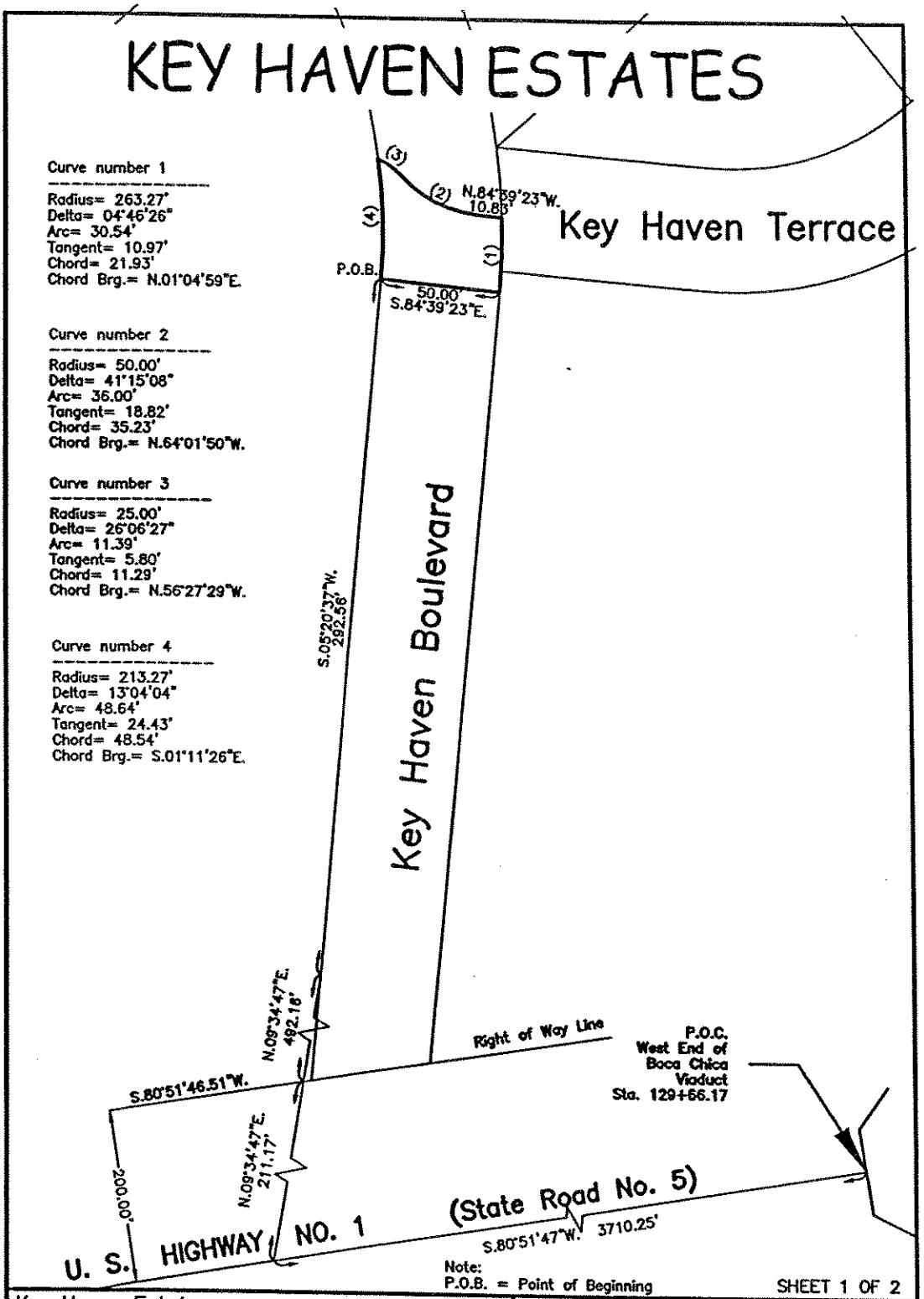
Notary Signature and Seal

KEY HAVEN ESTATES
ROAD ABANDONMENT PETITION

Exhibit A

Survey

KEY HAVEN ESTATES



Note:
P.O.B. = Point of Beginning

SHEET 1 OF 2

Key Haven Estates
Key Haven, Key West FL. 33040

SPECIAL PURPOSE SURVEY			Dwg. No. 05-520
Scale 1"= 50'	Ref. file	Flood Panel No. 1528 K	Dwn. By C.M.C
Date 12/19/05		Flood Zone AE	Flood Elev. 9'
REVISIONS AND/OR ADDITIONS			

FREDERICK H. HILDEBRANDT
ENGINEER PLANNER SURVEYOR

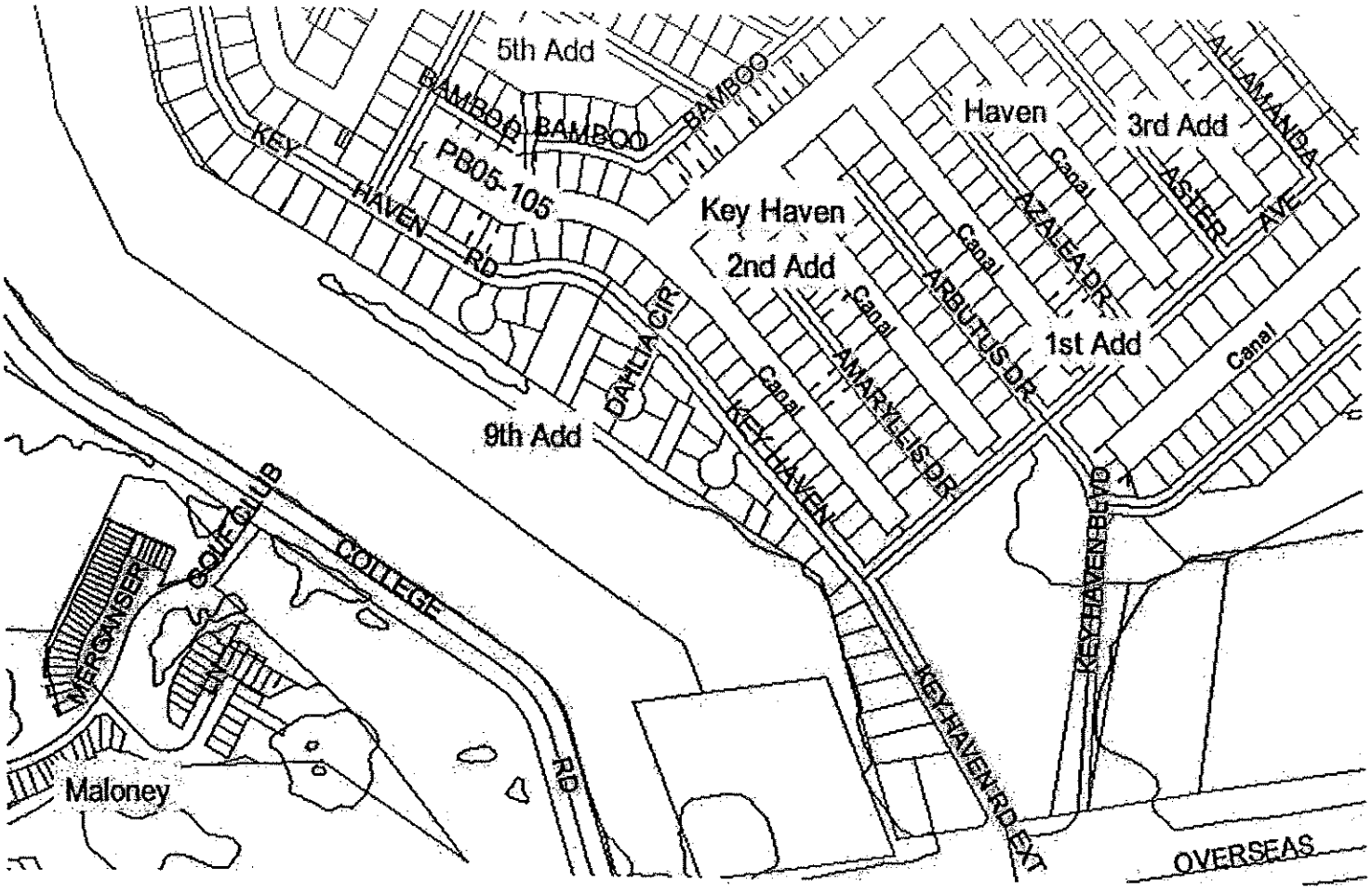
3152 Northside Drive
Suite 201
Key West, Fl. 33040
(305) 293-0466
Fax. (305) 293-0237

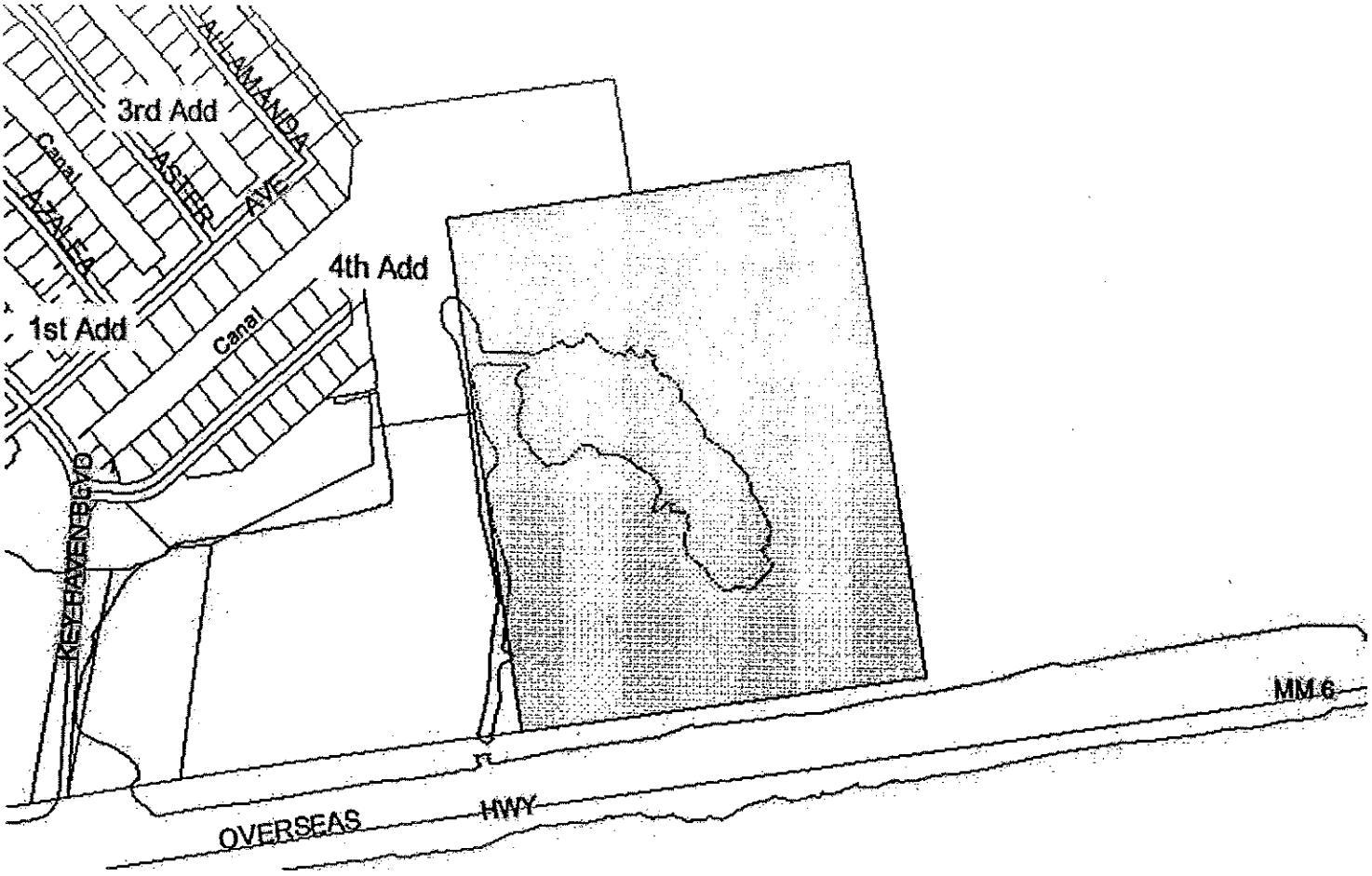
c:\drawings\key haven\end island 2\drawings\Key Haven\Ent Island 2.dwg 12/20/2005 3:42:45 PM

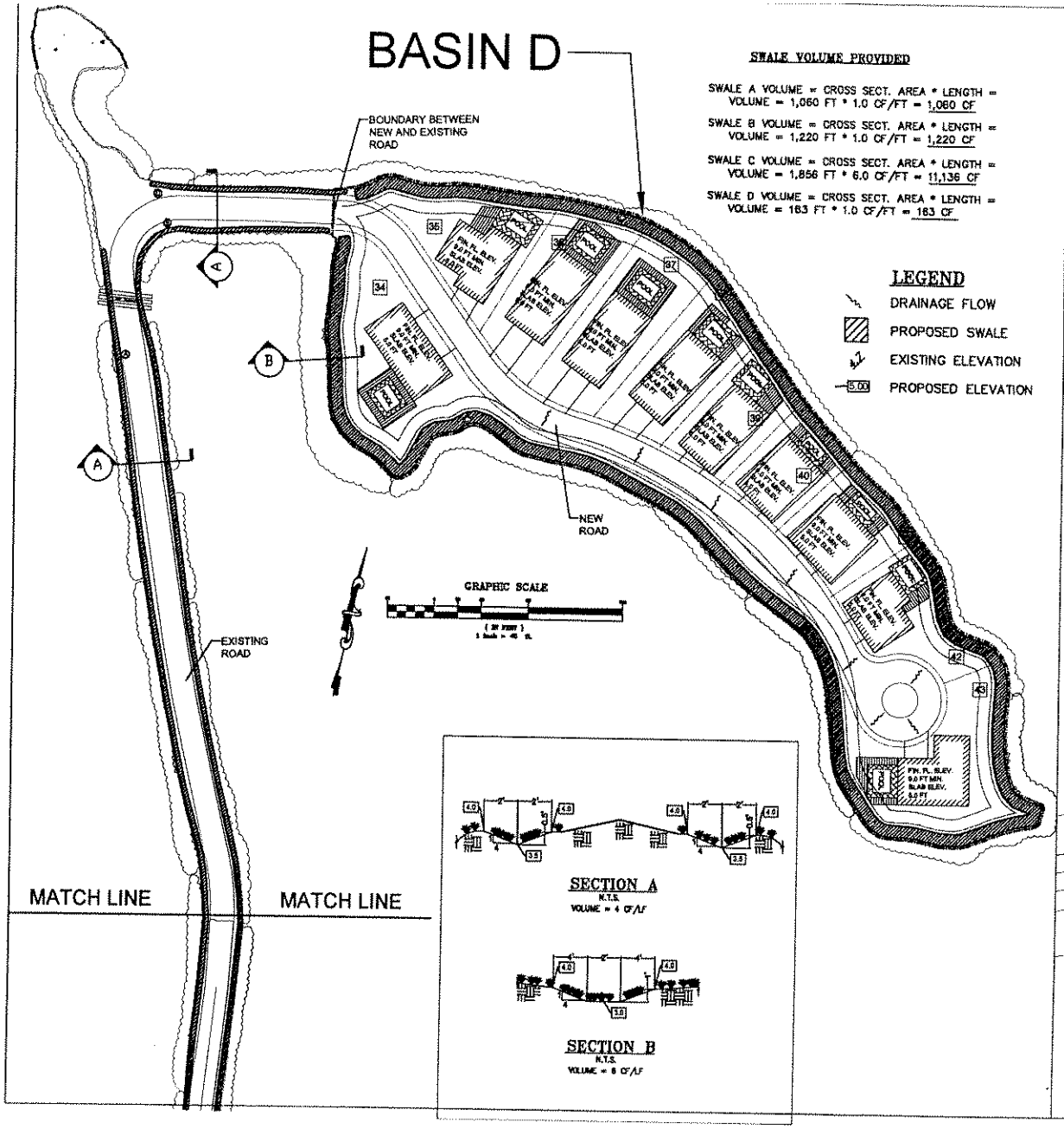
KEY HAVEN ESTATES
ROAD ABANDONMENT PETITION

Exhibit B

Map of Key


5th Add
BAMBOO
BAMBOO
BAMBOO
KEY
HAVEN
RD
PB05-105
Haven
3rd Add
ALLAMANDA
Canal
AZALEA DR
ASTER
AVE
Key Haven
2nd Add
Canal
ARBUTUS DR
1st Add
Canal
Canal
AMARYLLIS DR
DAHLIA CIR
Canal
KEY HAVEN
9th Add
GOLF CLUB
COLLEGE
MERGANSER
RD
KEY HAVEN RD EXT
KEY HAVEN BLVD
Maloney
OVERSEAS


3rd Add
ALLAMANDA
Canal
ASTER
AVE
AZALEA
4th Add
1st Add
Canal
KEYSTONE BLVD
MM 6
OVERSEAS
HWY



SWALE VOLUME PROVIDED

SWALE A VOLUME = CROSS SECT. AREA * LENGTH = VOLUME = 1,060 FT * 1.0 CF/FT = 1,060 CF

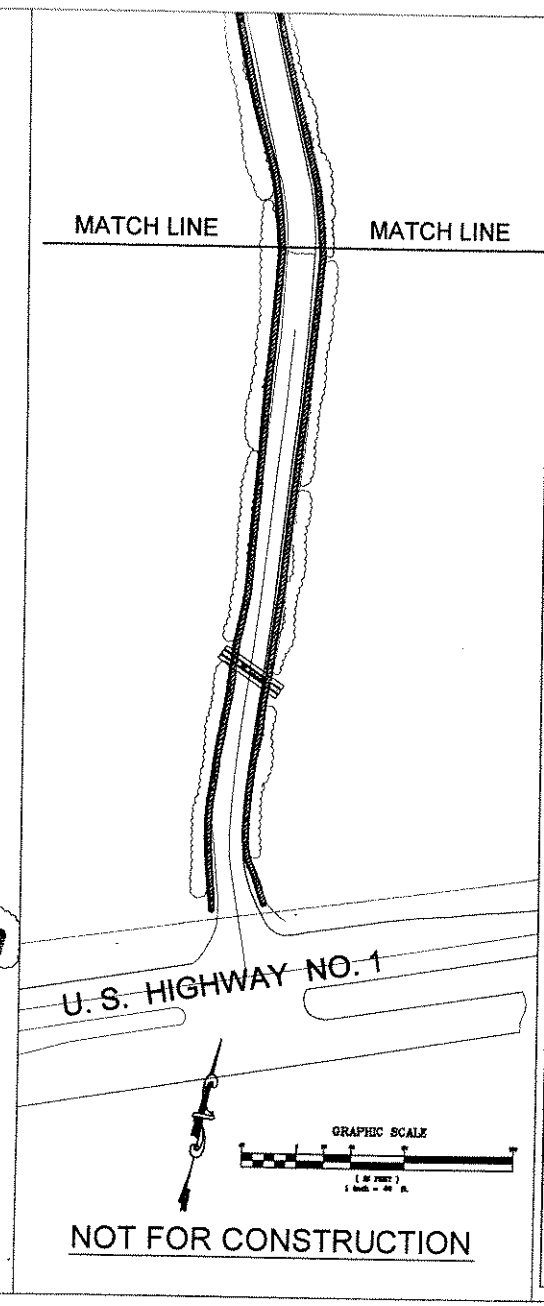
SWALE B VOLUME = CROSS SECT. AREA * LENGTH = VOLUME = 1,220 FT * 1.0 CF/FT = 1,220 CF

SWALE C VOLUME = CROSS SECT. AREA * LENGTH = VOLUME = 1,856 FT * 6.0 CF/FT = 11,136 CF

SWALE D VOLUME = CROSS SECT. AREA * LENGTH = VOLUME = 163 FT * 1.0 CF/FT = 163 CF

LEGEND

- DRAINAGE FLOW
- PROPOSED SWALE
- EXISTING ELEVATION
- PROPOSED ELEVATION



NOT FOR CONSTRUCTION

Historic Tours of America
201 Front Street, Suite 207
Key West, Florida 33040
AUTHORIZATION # 26120

Seal:

RICHARD J. MILELLI
PE #06315

Key Haven Estates
MONROE COUNTY
FLORIDA

Drawn By: | Checked By:
Project No. | Scale: As noted

Title:
CONCEPTUAL DRAINAGE PLAN

Sheet Number:
C-2B

Date: January 30, 2006

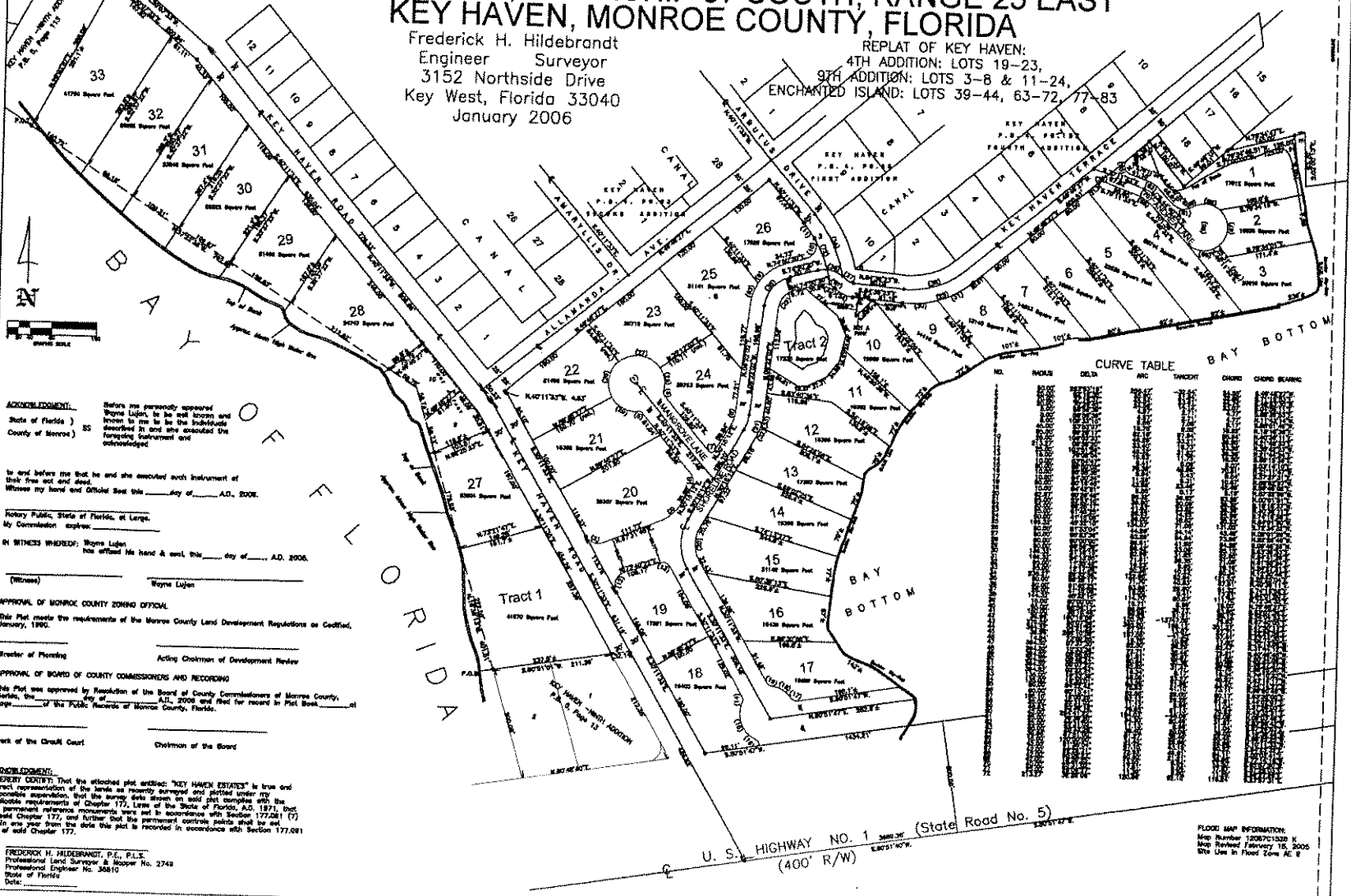
PLAT OF KEY HAVEN ESTATES

SECTIONS 25 & 26, TOWNSHIP 67 SOUTH, RANGE 25 EAST
KEY HAVEN, MONROE COUNTY, FLORIDA

Frederick H. Hildebrandt
Engineer Surveyor
3152 Northside Drive
Key West, Florida 33040

January 2006

REPLAT OF KEY HAVEN:
4TH ADDITION: LOTS 19–23,
9TH ADDITION: LOTS 3–8 & 11–24,
ENCHANTED ISLAND: LOTS 39–44, 63–72, 77–83



ACKNOWLEDGEMENT:

State of Florida)
SS
County of Monroe)

Before me personally appeared Wayne Lujan, to be well known and known to me to be the individuals described in and who executed the foregoing instrument and acknowledged

to and before me that he and she executed such instrument of their free act and deed.
Witness my hand and Official Seal this _____day of_____ A.D., 2006.

Notary Public, State of Florida, at Large.
My Commission expires: _____

IN WITNESS WHEREOF: Wayne Lujan
has affixed his hand & seal, this_____ day of_____, A.D. 2006.

(Witness) Wayne Lujan

APPROVAL OF MONROE COUNTY ZONING OFFICIAL

This Plat meets the requirements of the Monroe County Land Development Regulations as Codified, January, 1990.

Director of Planning — Acting Chairman of Development Review

APPROVAL OF BOARD OF COUNTY COMMISSIONERS AND RECORDING

This Plat was approved by Resolution of the Board of County Commissioners of Monroe County, Florida, this_____ day of_____ A.D., 2006 and filed for record in Plat Book_____, at Page_____ of the Public Records of Monroe County, Florida.

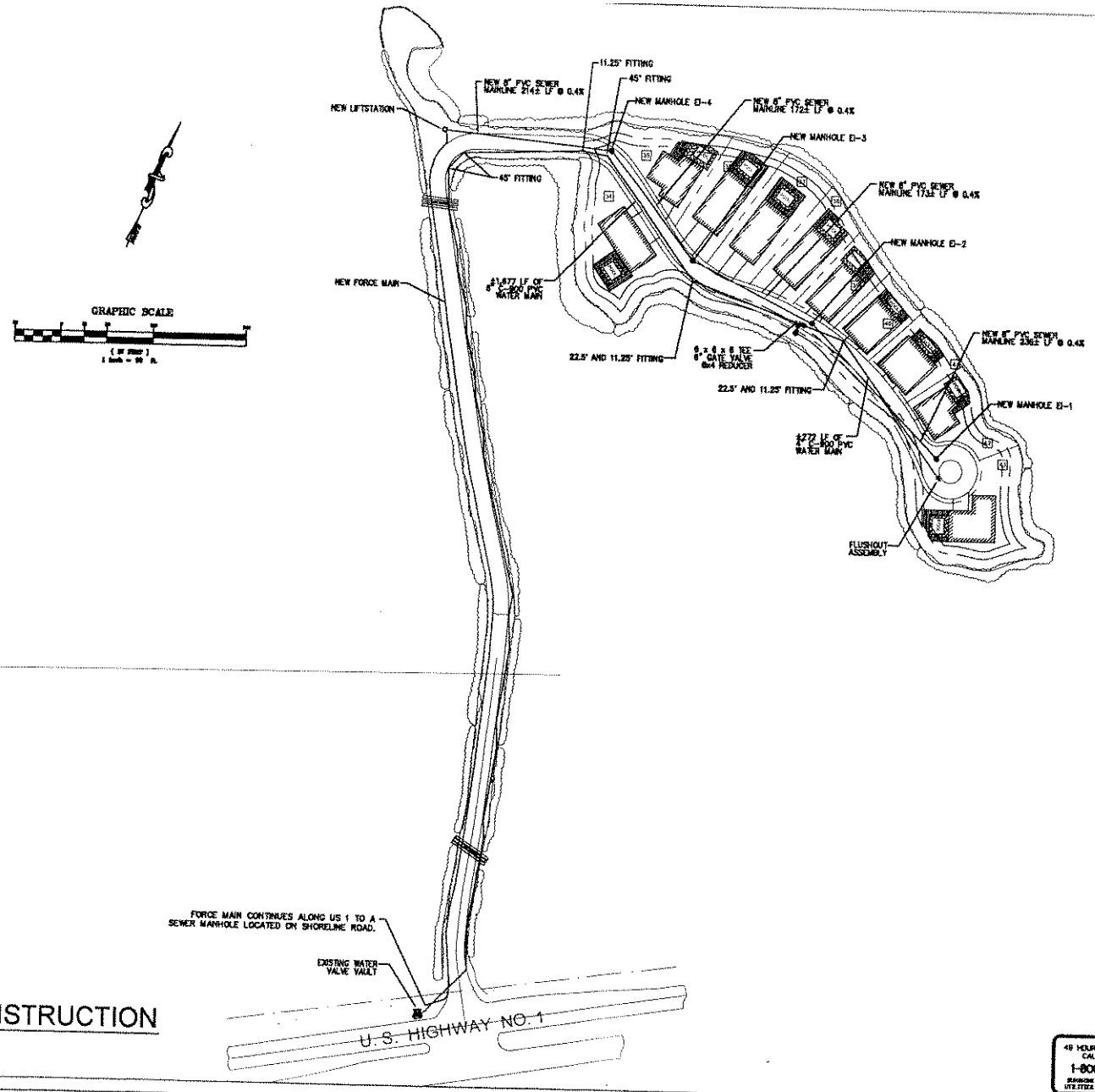
Clerk of the Circuit Court — Chairman of the Board

ACKNOWLEDGEMENT:

I HEREBY CERTIFY: That the attached plat entitled: "KEY HAVEN ESTATES" is true and correct representation of the lands as recently surveyed and platted under my responsible supervision, that the survey data shown on said plat complies with the applicable requirements of Chapter 177, Laws of the State of Florida, A.D. 1971, that the permanent reference monuments were set in accordance with Section 177.091 (7) of said Chapter 177, and further that the permanent control points shall be set within one year from the date this plat is recorded in accordance with Section 177.091 (8) of said Chapter 177.

FREDERICK H. HILDEBRANDT, P.E., P.L.S.
Professional Land Surveyor & Mapper No. 2749
Professional Engineer No. 35810
State of Florida
Date: _____

SHEET 1 OF 2



NOT FOR CONSTRUCTION

48 HOURS BEFORE DIGGING CALL TOLL FREE
1-800-432-4770
SUNSHINE STATE UNDERGROUND UTILITIES NOTIFICATION CENTER

Historic Tours of America
201 Front Street, Suite 205
Key West, Florida 33040
AUTHORIZATION #26128

Seal:

RICHARD J. MILELLI
PE 850216

General Notes:

Key Haven Estates

MONROE COUNTY, FLORIDA

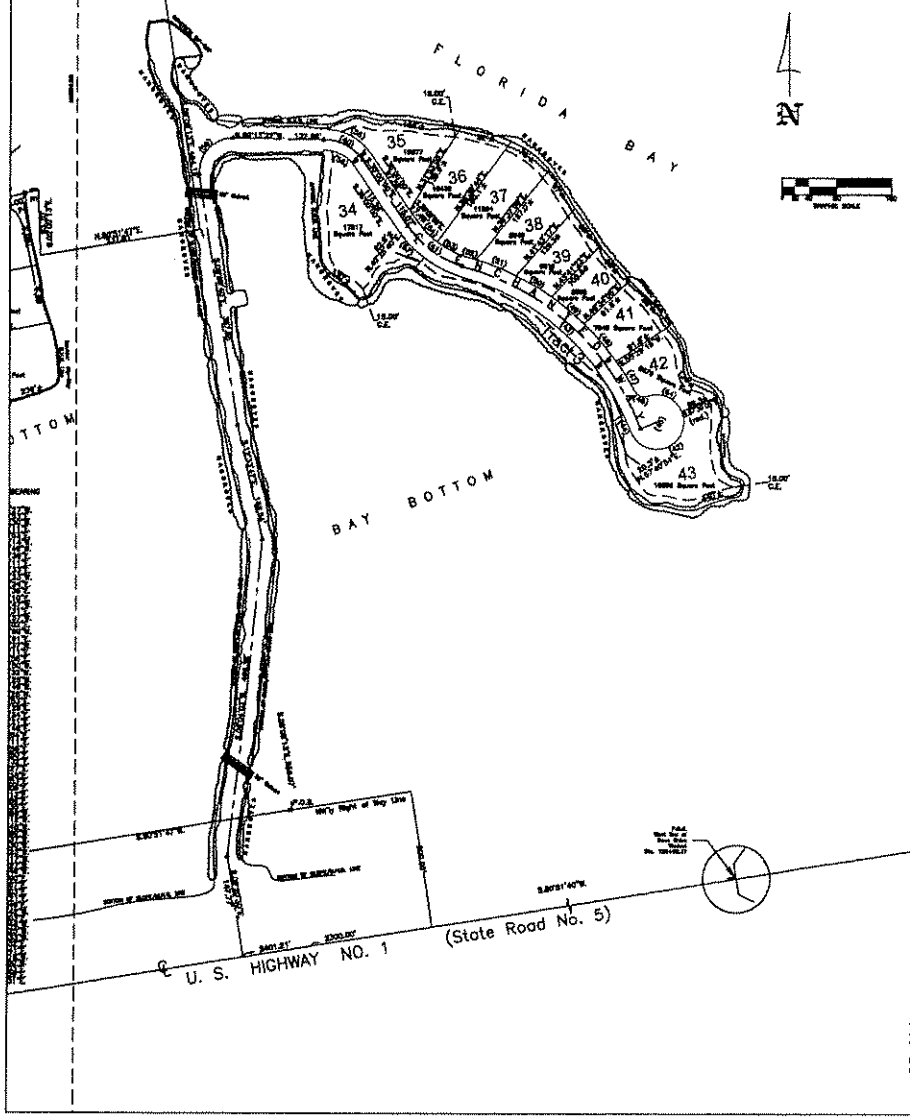
Drawn By:	Checked By:
RJM	BCS
Project No.	Scale:
	AS NOTED

Revisions:

Title:
CONCEPTUAL WATER AND SEWER PLAN

Sheet Number:
C-1B

PLAT OF KEY HAVEN ESTATES



SURVEYOR'S NOTES:

1. ⊕ Denotes Permanent Reference Monument, P.L.S. No. 2746
2. ▲ Denotes Permanent Control Point, P.L.S. No. 2746
3. ● Denotes 1/2" I.P., P.L.S. No. 2746 set
4. North arrow and bearings based on F.D.O.T. R/W Map
5. Bench Mark , R-397 , Elev. 8.234
6. 8.7 denotes existing elevation, based on M.S.L., N.G.V.D. 1929 DATUM

Abbreviations:

Sty. = Story	o/h = Overhead
R/W = Right-of-Way	u/g = Underground
Ht. = Height	F.F.E. = Finish Floor Elevation
p. = Plat	L.B. = Low Beam
m. = Measured	Rad. = Radial
M.H.W. = Mean High Water	Irr. = Irregular
O.R. = Official Records	conc. = concrete
Sec. = Section	I.P. = Iron Pipe
Twp. = Township	I.R. = Iron Bar
Rge. = Range	B. = Baseline
N.T.S. = Not To Scale	C.B. = Concrete Block
℄ = Centerline	C.B.S. = Concrete Block Stucco
Elev. = Elevation	cov'd = Covered
B.M. = Bench Mark	P.I. = Point of Intersection
P.C. = Point of Curvature	std. = Stand
P.T. = Point of Tangency	R = Radius
P.O.C. = Point of Commence	A = Arc (Length)
P.O.B. = Point of Beginning	Δ = Delta (Central angle)
P.B. = Plat Book	w.m. = Water Meter
pg. = page	Bld. = Building
Elec. = Electric	Pl. = Planter
Tel. = Telephone	F.H. = Fire Hydrant
Ench. = Encroachment	F.B. = Fire Bed
O.L. = On Line	C.E. = Conservation Easement
C.L.F. = Chain Link Fence	
A/C = Air Conditioner	

FLOOD MAP INFORMATION:
Map Number 12087C1528 K
Map Revised February 18, 2005
Site Lies in Flood Zone AE 9

Description:

Being a part of Section 25, Township 67 South, Range 35 East, in Monroe County, Florida and more particularly described as follows: COMMENCING at the West end of the Bocc Ohio Viaduct, S.R.D., station 120 plus 86.17 run Southwesterly along the centerline of State Highway No. 5 for a distance of 2300.00 feet to a point; thence at a right angle for a distance of 300.00 feet to the Northwesterly Right-of-Way Line of U.S. Highway No. 1 and the Point of Beginning; thence S 80°51'47" W a distance of 1434.21 feet; thence N 30°11'33" W a distance of 753.97 feet; thence N 40°11'33" W a distance of 4.51 feet; thence N 49°48'27" E a distance of 800.00 feet; thence S 40°11'33" E a distance of 97.47 feet to a point on a curve to the right, having a radius of 213.27 feet, a central angle of 32°26'04", a tangent length of 62.10 feet, a chord bearing of S 23°57'31" E and a chord length of 119.34 feet; thence along the arc of said curve, an arc length of 120.83 feet to a point on a curve to the right, having a radius of 20.00 feet, a central angle of 29°06'27", a tangent length of 5.80 feet, a chord bearing of S 56°27'29" E, and a chord length of 11.28 feet; thence along the arc of said curve, an arc length of 11.39 feet to the point of reverse curvature of a curve to the left, having a radius of 80.00 feet, a central angle of 41°15'06", a tangent length of 18.62 feet, a chord bearing of S 84°01'50" E, and a chord length of 35.23 feet; thence along the arc of said curve, an arc length of 36.00 feet; thence S 64°36'23" E a distance of 90.03 feet to a point on a curve to the left, having a radius of 189.32 feet, a central angle of 42°32'10", a tangent length of 71.06 feet, a chord bearing of S 72°34'22" E, and a chord length of 131.00 feet; thence along the arc of said curve, an arc length of 134.57 feet; thence N 49°48'27" E a distance of 400.51 feet; thence S 40°11'33" E a distance of 100.07 feet; thence N 49°48'10" E a distance of 66.51 feet; thence N 78°34'47" E a distance 145.00 feet; thence S 24°05'12" E a distance of 83.70 feet; thence N 87°51'47" E a distance of 237.81 feet; thence S 09°08'13" E a distance of 656.07 feet back to the Point of Beginning.

Parcel, net including Bay Bottom, contains 610.285 square feet, or 14.0 acres, more or less.

Legal Description: Shoreline

Being a part of Section 25, Township 67 South, Range 35 East, in Monroe County, Florida and more particularly described as follows: COMMENCING at the West end of the Bocc Ohio Viaduct, S.R.D., station 120 plus 86.17 run Southwesterly along the centerline of State Highway No. 5 for a distance of 3698.38 feet to the centerline of Key Haven Boulevard; thence N 30°11'33" W a distance of 425.82 feet; thence S 80°51'01" W a distance of 299.8'± to the shoreline and Point of Beginning; thence N.83°23'21"W., a distance of 8.29 feet; thence N.06°02'48"W., a distance of 5.34 feet; thence N.17°29'48"W., a distance of 21.63 feet; thence N.19°44'37"W., a distance of 33.86 feet; thence N.12°37'11"W., a distance of 35.34 feet; thence N.06°14'13"W., a distance of 11.07 feet; thence N.03°35'06"W., a distance of 18.44 feet; thence N.02°48'23"W., a distance of 33.25 feet; thence N.02°11'24"W., a distance of 13.00 feet; thence N.02°17'26"W., a distance of 15.13 feet; thence N.06°44'00"W., a distance of 18.11 feet; thence N.34°49'13"W., a distance of 38.28 feet; thence N.27°03'47"W., a distance of 26.86 feet; thence N.21°50'03"W., a distance of 20.22 feet; thence N.15°34'40"W., a distance of 20.25 feet; thence N.19°47'05"W., a distance of 13.38 feet; thence N.30°00'14"W., a distance of 16.86 feet; thence N.30°17'04"W., a distance of 18.37 feet; thence N.20°32'20"W., a distance of 15.40 feet; thence N.20°34'28"W., a distance of 34.78 feet; thence N.17°20'58"W., a distance of 38.38 feet; thence N.15°20'0"W., a distance of 15.85 feet; thence N.50°11'42"W., a distance of 4.33 feet; thence N.06°17'30"W., a distance of 12.48 feet; thence N.26°36'28"W., a distance of 16.73 feet; thence N.28°27'35"W., a distance of 14.36 feet; thence N.47°27'45"W., a distance of 13.06 feet; thence N.46°43'29"W., a distance of 11.80 feet; thence N.27°52'17"W., a distance of 19.10 feet; thence N.29°01'34"W., a distance of 18.99 feet; thence N.36°17'24"W., a distance of 17.07 feet; thence N.32°43'22"W., a distance of 2.83 feet; thence N.72°26'27"E., a distance of 1.68 feet; thence N.72°02'01"W., a distance of 3.17 feet; thence N.36°10'37"E., a distance of 13.55 feet; thence N.26°36'22"W., a distance of 13.71 feet; thence N.52°52'23"W., a distance of 18.83 feet; thence N.53°35'17"W., a distance of 20.94 feet; thence N.64°26'48"W., a distance of 20.42 feet; thence N.55°34'28"W., a distance of 18.46 feet; thence N.73°13'31"W., a distance of 12.37 feet; thence N.75°01'03"W., a distance of 21.82 feet; thence N.46°15'28"W., a distance of 17.21 feet; thence N.56°26'38"W., a distance of 20.87 feet; thence N.44°04'51"W., a distance of 11.34 feet; thence N.15°08'14"W., a distance of 11.32 feet; thence N.33°28'13"W., a distance of 14.03 feet; thence N.67°24'28"W., a distance of 14.84 feet; thence N.46°10'32"W., a distance of 18.32 feet; thence N.58°17'14"W., a distance of 17.76 feet; thence N.57°56'07"W., a distance of 18.44 feet; thence N.47°04'05"W., a distance of 24.36 feet; thence N.74°22'18"W., a distance of 24.37 feet; thence N.74°25'44"W., a distance of 28.11 feet; thence N.87°30'54"W., a distance of 26.27 feet; thence N.57°18'38"W., a distance of 99.99 feet; thence N.51°38'01"W., a distance of 107.28 feet; thence N.49°08'27"W., a distance of 18.49 feet; thence N.48°44'45"W., a distance of 44.44 feet; thence N.18°13'30"W., a distance of 83.33 feet; thence N.40°57'01"W., a distance of 85.33 feet to the Point of Beginning.

SWALE VOLUME = CROSS SECT. AREA * LENGTH

SWALE A VOLUME = CROSS SECT. AREA * LENGTH =
VOLUME = 250 FT * 8.0 CF/FT = 2,000 CF
VOLUME = 87 FT * 4.0 CF/FT = 348 CF

SWALE B VOLUME = CROSS SECT. AREA * LENGTH =
VOLUME = 90 FT * 4.0 CF/FT = 360 CF
VOLUME = 2*(247 FT * 2.0 CF/FT) = 988 CF

SWALE C VOLUME = CROSS SECT. AREA * LENGTH =
VOLUME = 76 FT * 4.0 CF/FT = 304 CF
VOLUME = 2*(253 FT * 2.0 CF/FT) = 1,012 CF

SWALE D VOLUME = CROSS SECT. AREA * LENGTH =
VOLUME = 86 FT * 4.0 CF/FT = 344 CF
VOLUME = 2*(236 FT * 2.0 CF/FT) = 944 CF

SWALE E VOLUME = CROSS SECT. AREA * LENGTH =
VOLUME = 97 FT * 4.0 CF/FT = 388 CF
VOLUME = 3*(187 FT * 2.0 CF/FT) = 748 CF

SWALE F VOLUME = CROSS SECT. AREA * LENGTH =
VOLUME = 117 FT * 4.0 CF/FT = 468 CF
VOLUME = 2*(137 FT * 2.0 CF/FT) = 548 CF

SWALE G VOLUME = CROSS SECT. AREA * LENGTH =
VOLUME = 138 FT * 4.0 CF/FT = 552 CF
VOLUME = 36 FT * 8.0 CF/FT = 288 CF

SWALE H VOLUME = CROSS SECT. AREA * LENGTH =
VOLUME = 378 FT * 4.0 CF/FT = 1,512 CF

SWALE I = TOP OF SWALE AREA = 3,015 SF
BOTTOM OF SWALE AREA = 1,240 SF
VOLUME = (TOP+BOTTOM)/2(1') = 2,140 CF

SWALE J VOLUME = CROSS SECT. AREA * LENGTH =
VOLUME = 144 FT * 4.0 CF/FT = 576 CF

SWALE K VOLUME = CROSS SECT. AREA * LENGTH =
VOLUME = 422 FT * 4.0 CF/FT = 1,688 CF
VOLUME = 191 FT * 1.0 CF/FT = 191 CF

SWALE L VOLUME = CROSS SECT. AREA * LENGTH =
VOLUME = 188 FT * 4.0 CF/FT = 752 CF
VOLUME = 338 FT * 1.0 CF/FT = 338 CF

SWALE M VOLUME = CROSS SECT. AREA * LENGTH =
VOLUME = 310 FT * 4.0 CF/FT = 1,240 CF
VOLUME = 220 FT * 1.0 CF/FT = 220 CF

SWALE N VOLUME = CROSS SECT. AREA * LENGTH =
VOLUME = 220 FT * 4.0 CF/FT = 880 CF
VOLUME = 313 FT * 1.0 CF/FT = 313 CF

SWALE O VOLUME = CROSS SECT. AREA * LENGTH =
VOLUME = 312 FT * 4.0 CF/FT = 1,248 CF
VOLUME = 186 FT * 1.0 CF/FT = 186 CF

SWALE P VOLUME = CROSS SECT. AREA * LENGTH =
VOLUME = 228 FT * 4.0 CF/FT = 912 CF
VOLUME = 331 FT * 1.0 CF/FT = 331 CF

SWALE Q VOLUME = CROSS SECT. AREA * LENGTH =
VOLUME = 134 FT * 8.0 CF/FT = 1,072 CF
VOLUME = 148 FT * 4.0 CF/FT = 592 CF
VOLUME = 121 FT * 1.0 CF/FT = 121 CF

SWALE R VOLUME = CROSS SECT. AREA * LENGTH =
VOLUME = 168 FT * 4.0 CF/FT = 672 CF

SWALE S VOLUME = CROSS SECT. AREA * LENGTH =
VOLUME = 108 FT * 4.0 CF/FT = 432 CF
VOLUME = 198 FT * 1.0 CF/FT = 198 CF

SWALE T VOLUME = CROSS SECT. AREA * LENGTH =
VOLUME = 164 FT * 4.0 CF/FT = 656 CF
VOLUME = 273 FT * 1.0 CF/FT = 273 CF

SWALE U VOLUME = CROSS SECT. AREA * LENGTH =
VOLUME = 250 FT * 4.0 CF/FT = 1,000 CF

SWALE V VOLUME = CROSS SECT. AREA * LENGTH =
VOLUME = 87 FT * 4.0 CF/FT = 348 CF
VOLUME = 224 FT * 1.0 CF/FT = 273 CF

SWALE W VOLUME = CROSS SECT. AREA * LENGTH =
VOLUME = 104 FT * 4.0 CF/FT = 416 CF
VOLUME = 400 FT * 1.0 CF/FT = 400 CF

SWALE X VOLUME = CROSS SECT. AREA * LENGTH =
VOLUME = 98 FT * 4.0 CF/FT = 392 CF
VOLUME = 420 FT * 1.0 CF/FT = 420 CF

SWALE Y VOLUME = CROSS SECT. AREA * LENGTH =
VOLUME = 87 FT * 4.0 CF/FT = 228 CF
VOLUME = 378 FT * 1.0 CF/FT = 378 CF

SWALE Z VOLUME = CROSS SECT. AREA * LENGTH =
VOLUME = 63 FT * 4.0 CF/FT = 252 CF
VOLUME = 358 FT * 1.0 CF/FT = 358 CF

SWALE AA VOLUME = CROSS SECT. AREA * LENGTH =
VOLUME = 13 FT * 4.0 CF/FT = 52 CF
VOLUME = 432 FT * 1.0 CF/FT = 432 CF

SWALE BB VOLUME = CROSS SECT. AREA * LENGTH =
VOLUME = 135 FT * 4.0 CF/FT = 540 CF

SWALE CC VOLUME = CROSS SECT. AREA * LENGTH =
VOLUME = 282 FT * 1.0 CF/FT = 282 CF

SWALE DD VOLUME = CROSS SECT. AREA * LENGTH =
VOLUME = 25 FT * 4.0 CF/FT = 100 CF

SWALE EE VOLUME = CROSS SECT. AREA * LENGTH =
VOLUME = 78 FT * 4.0 CF/FT = 312 CF
VOLUME = 322 FT * 1.0 CF/FT = 322 CF

SWALE FF VOLUME = CROSS SECT. AREA * LENGTH =
VOLUME = 96 FT * 4.0 CF/FT = 384 CF
VOLUME = 216 FT * 1.0 CF/FT = 216 CF

SWALE GG VOLUME = CROSS SECT. AREA * LENGTH =
VOLUME = 48 FT * 4.0 CF/FT = 194 CF
VOLUME = 260 FT * 1.0 CF/FT = 260 CF

SWALE HH VOLUME = CROSS SECT. AREA * LENGTH =
VOLUME = 56 FT * 4.0 CF/FT = 224 CF
VOLUME = 354 FT * 1.0 CF/FT = 354 CF

SWALE II VOLUME = CROSS SECT. AREA * LENGTH =
VOLUME = 57 FT * 4.0 CF/FT = 228 CF
VOLUME = 444 FT * 1.0 CF/FT = 444 CF

SWALE JJ VOLUME = CROSS SECT. AREA * LENGTH =
VOLUME = 51 FT * 4.0 CF/FT = 204 CF
VOLUME = 632 FT * 1.0 CF/FT = 632 CF

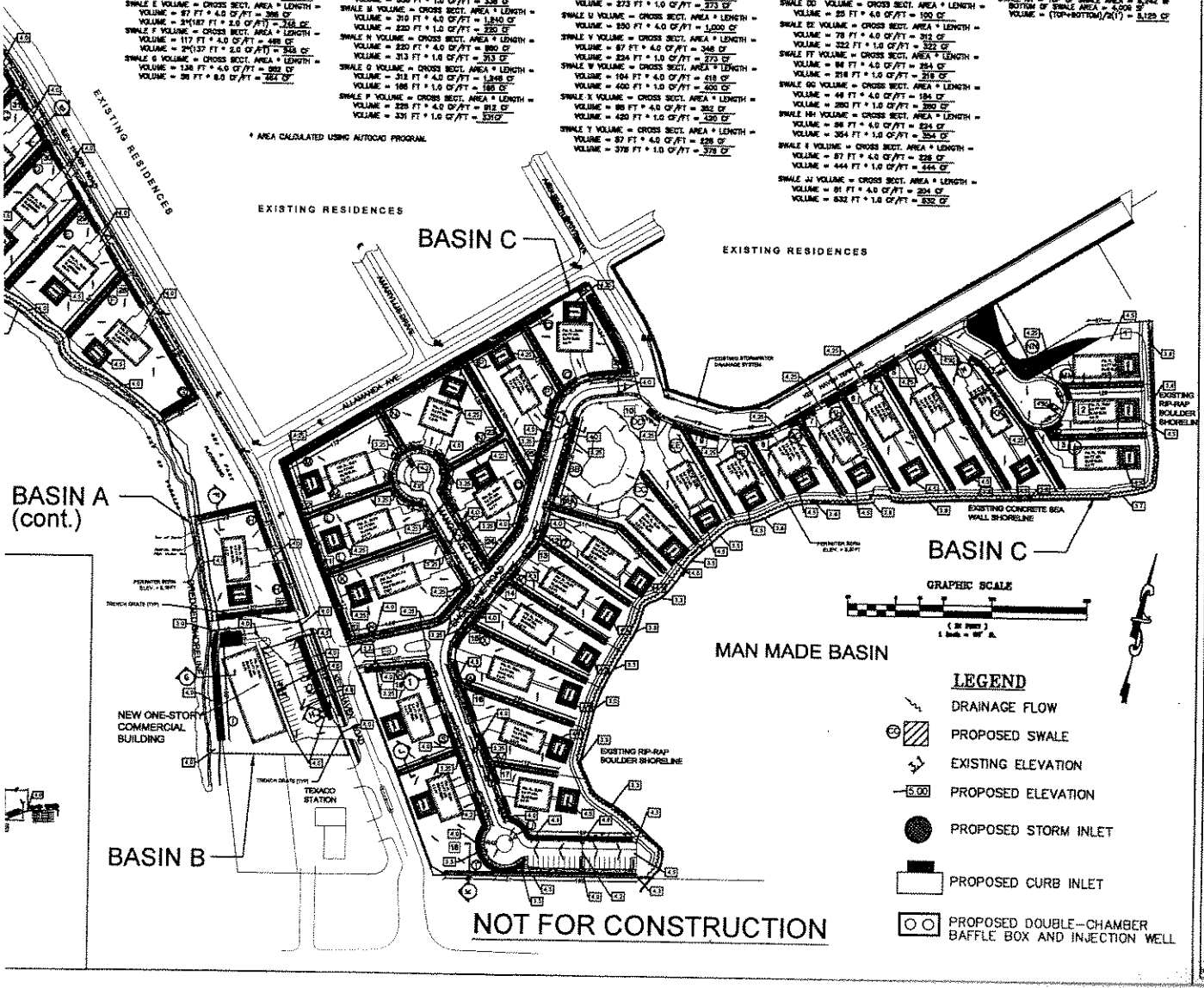
SWALE KK VOLUME = CROSS SECT. AREA * LENGTH =
VOLUME = 140 FT * 4.0 CF/FT = 560 CF
VOLUME = 236 FT * 1.0 CF/FT = 236 CF

SWALE LL VOLUME = CROSS SECT. AREA * LENGTH =
VOLUME = 28 FT * 4.0 CF/FT = 112 CF
VOLUME = 310 FT * 1.0 CF/FT = 312 CF

SWALE MM VOLUME = CROSS SECT. AREA * LENGTH =
VOLUME = 28 FT * 4.0 CF/FT = 112 CF
VOLUME = 258 FT * 1.0 CF/FT = 258 CF

SWALE NN = TOP OF SWALE AREA = 8,242 SF
BOTTOM OF SWALE AREA = 4,008 SF
VOLUME = (TOP+BOTTOM)/2(1') = 6,125 CF

* AREA CALCULATED USING AUTOCAD PROGRAM



NOT FOR CONSTRUCTION

Historic Tours of America
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Key West, FL 33040
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Seal:

RICHARD J. MUELLI
PE #58215

Key Haven Estates
MONROE COUNTY FLORIDA

Drawn By: BCD
Checked By: BCB
Project No.
Scale: AS NOTED

Revisions:

Title: CONCEPTUAL DRAINAGE PLAN

Sheet Number: C-2A

Date: January 30, 2006

THE
LANDINGS AT KEY HAVEN
AND
ENCHANTED ISLAND

MILE MARKER 5.5

KEY HAVEN, FLORIDA

LEVEL III TRAFFIC STUDY

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January 2006
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THE LANDINGS AT KEY HAVEN & ENCHANTED ISLAND

MILE MARKER 5.5

KEY HAVEN, FLORIDA

LEVEL III TRAFFIC STUDY

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INTERSECTION ANALYSES
FDOT GENERALIZED TABLES/SEASONAL DATA
2005 LEVEL OF SERVICE TABLE
REDUCED SITE PLANS

THE LANDINGS AT KEY HAVEN & ENCHANTED ISLAND

MILE MARKER 5.5

KEY HAVEN, FLORIDA

LEVEL III TRAFFIC STUDY

INTRODUCTION

The Landings at Key Haven (the developer) is proposing to develop two (2) residential properties to include a minor retail use, which will be situated on Stock Island/Key Haven near US 1 Mile Marker 5.5. The general location is depicted in Figure 1 and a reduced site plan is in the appendix. The proposed development will have the following uses:

The Landings at Key Haven:

- Single family homes – 33 units
- Specialty retail – 10,000 sf

Enchanted Island:

- Single family homes – 10 units

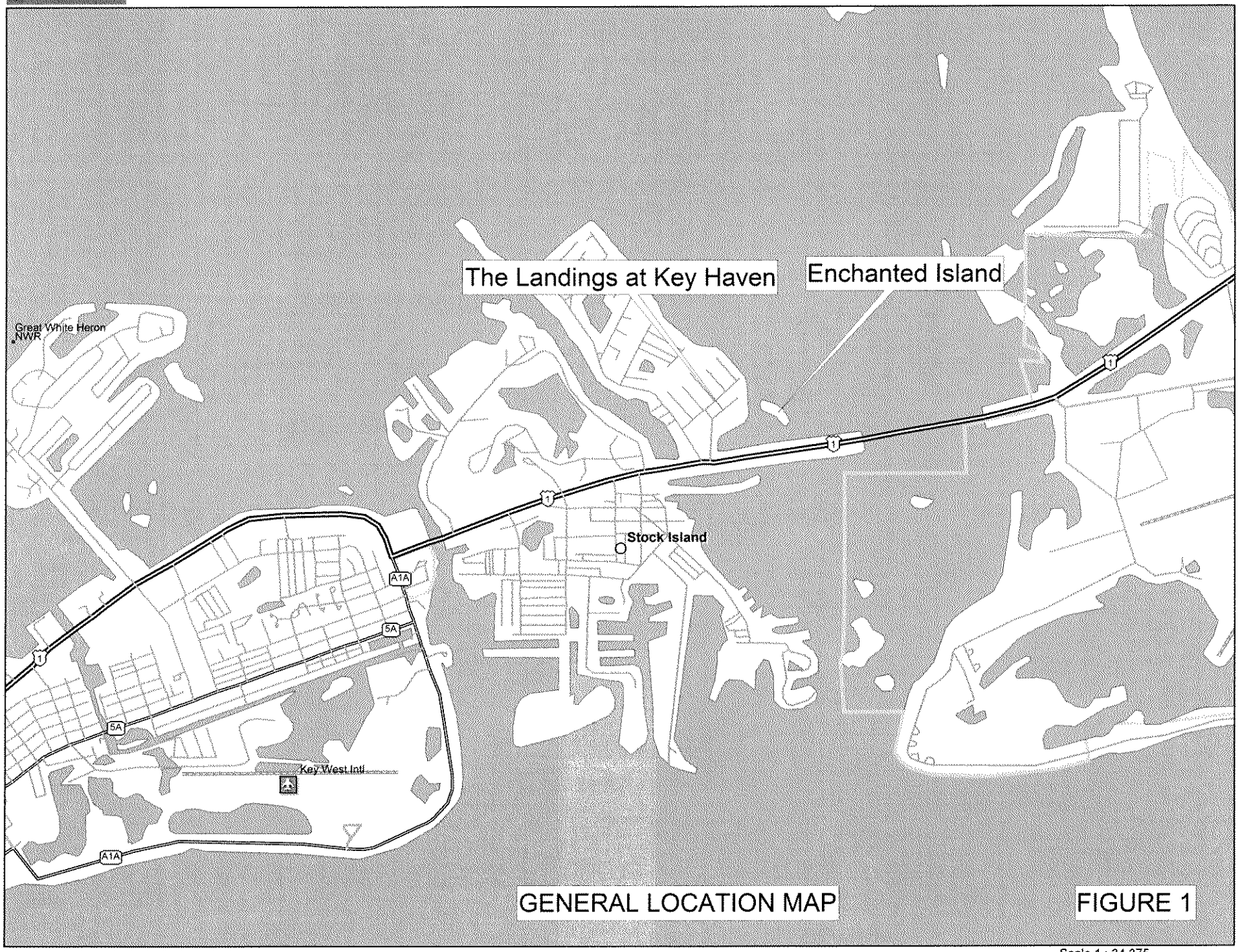
Contact was made with Monroe County's traffic consultant to discuss the scope of work needed for the traffic study regarding the proposed development. This study follows the traffic consultant's recommendations.

ACCESS AND ADJACENT LAND USES

The sites are islands with no adjacent land uses.

TRAFFIC GENERATION AND DISTRIBUTION

Using information from the seventh edition of *Trip Generation* from the Institute of Transportation Engineers (ITE), traffic generation for the proposed development is shown in Table 1. ITE trip generation information is available in the appendix.



GENERAL LOCATION MAP

FIGURE 1

Data use subject to license.
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TN
MN (4.3°W)

Scale 1 : 34,375
0 1000 2000 3000 4000 5000 ft
0 200 400 600 800 1000 m
1" = 2,864.6 ft
Data Zoom 12-5

Table 1
Proposed
Daily and PM Peak Hour
Trip Generation

Land Use/Size	ITE Code No.	Weighted Daily Volume	PM Peak Hour In	Out	Total
The Landings at Key Haven:					
- Single Family homes – 33	210	284	19	11	30
- Specialty Retail – 10,000 sf	814	365	11	14	25
Enchanted Island:					
- Single Family homes – 10	210	86	5	4	9
	Totals	735	35	29	64

PASS-BY & LOCAL TRIPS

A 10% internal and pass-by rate is factored into the volume stated in Table 1 above. The remaining volume is an estimate of vehicle trips onto US 1.

DISTRIBUTION & TRIP LENGTH

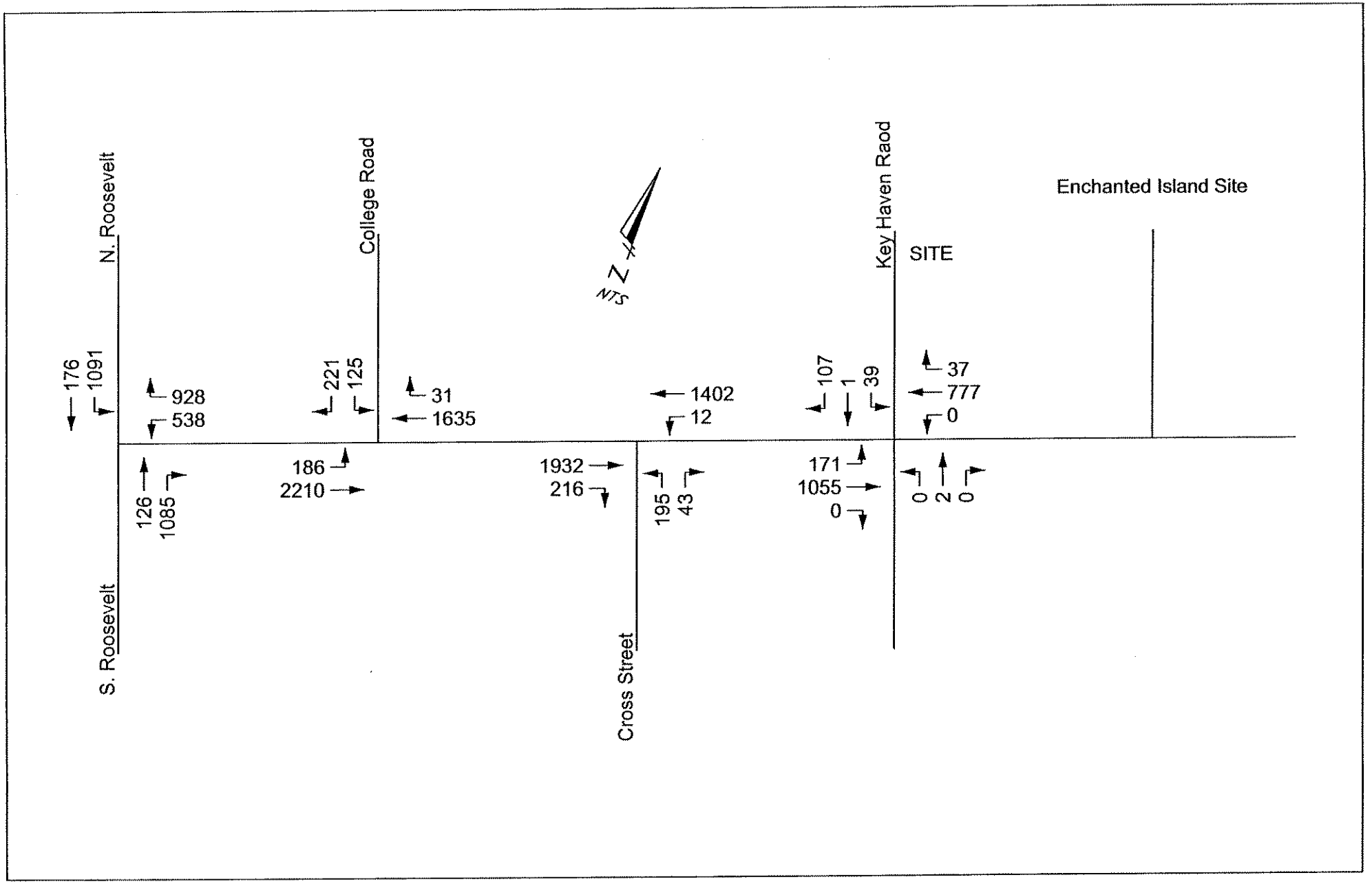
It is estimated that most of the trips (58%) will come from Key West with the remainder from the east. The average trip length to the east is estimated at 12 miles and 3 miles to the west.

EXISTING US 1 TRAFFIC

It was agreed with the County's traffic consultant that the following intersections along US 1 are to be analyzed in this study.

- Key Haven Road
- College Road (signalized)
- Cross Street (signalized)
- Roosevelt Boulevard (signalized)

All intersection data collection occurred midweek between 4:00 – 6:00 PM. The PM period historically typifies peak period traffic that occurs both weekly and hourly near Key West and Stock Island. Figure 2 depicts existing traffic volumes at the intersections under study.



2005 PM Peak Volume

Figure 2

TAP
TRANSPORT ANALYSIS PROFESSIONALS

SEASONAL TRAFFIC ADJUSTMENT

The Florida Department of Transportation year 2004 weekly volume factors were used to estimate peak seasonal traffic conditions from the data collected at the intersections studied. (See appendix for more information.)

HISTORICAL TRAFFIC VOLUME

The developer's intention is to have the project built and operating by the close of year 2007. Therefore, existing traffic volumes were factored for yearly growth. FDOT has a traffic monitoring station (No. 0048) along US 1 near MacDonald Avenue. The historical AADT was researched and the result produced an annual average growth rate of 1.26%, which was used to increase volume to 2007 conditions.

APPROVED DEVELOPMENT TRAFFIC

Monroe County Planning staff was contacted regarding other approved but not yet built projects in the Key Haven area. According to staff, there are no approved, but not built projects in the Key Haven area, however there are projects currently going through the approval process.

TRAFFIC DISTRIBUTION FOR PEAK PERIOD ANALYSIS

The east/west distribution of traffic volume along this general area of US 1 during the peak period is estimated to be 42%/58%, respectively. This estimate can be verified by summing and comparing the eastbound and westbound (US 1) approach volumes at the intersections under study. This split and aerial photos aided in the distribution and assignment of site traffic.

FUTURE BUILD-OUT YEAR TRAFFIC

Table 2 depicts the existing PM peak period volume data collected at the intersections under study. Table 2 also shows two (2) year's growth and the proposed development's PM peak hour traffic volume (as shown in Table 1). Figure 3 depicts proposed site only traffic during the PM peak hour. Figure 4 depicts peak season, two year's growth and site PM peak hour traffic at the study locations in 2007.

PM PEAK HOUR LEVEL OF SERVICE

Table 3 summarizes PM peak hour levels of service (LOS) analyses performed at the intersections under study. All future year analyses reflect PM peak hour traffic volume conditions during the peak season (during the peak week) and a two-year annualized growth.

US 1 ARTERIAL TRAFFIC SUMMARY

The development is situated along Monroe County's designated US 1 Segment 1. Table 4 depicts a summary of daily US 1 arterial traffic volume and proposed site traffic.

SECONDARY STREET IMPACTS

Except for Key Haven Road, all area roadways studied are controlled with traffic signalization. The secondary street impacts are controlled by traffic signals and their ability to control capacity along the roadway. Hence, impacts along secondary roads are noted in the highway capacity analyses and depicted in Table 3.

SIGHT TRIANGLES AND ON-SITE VEHICLE MANEUVERABILITY

Sight triangles and vehicle maneuverability will be shown on the final site plan to be submitted with the application.

LOCATION OF MEDIAN OPENINGS ALONG US 1

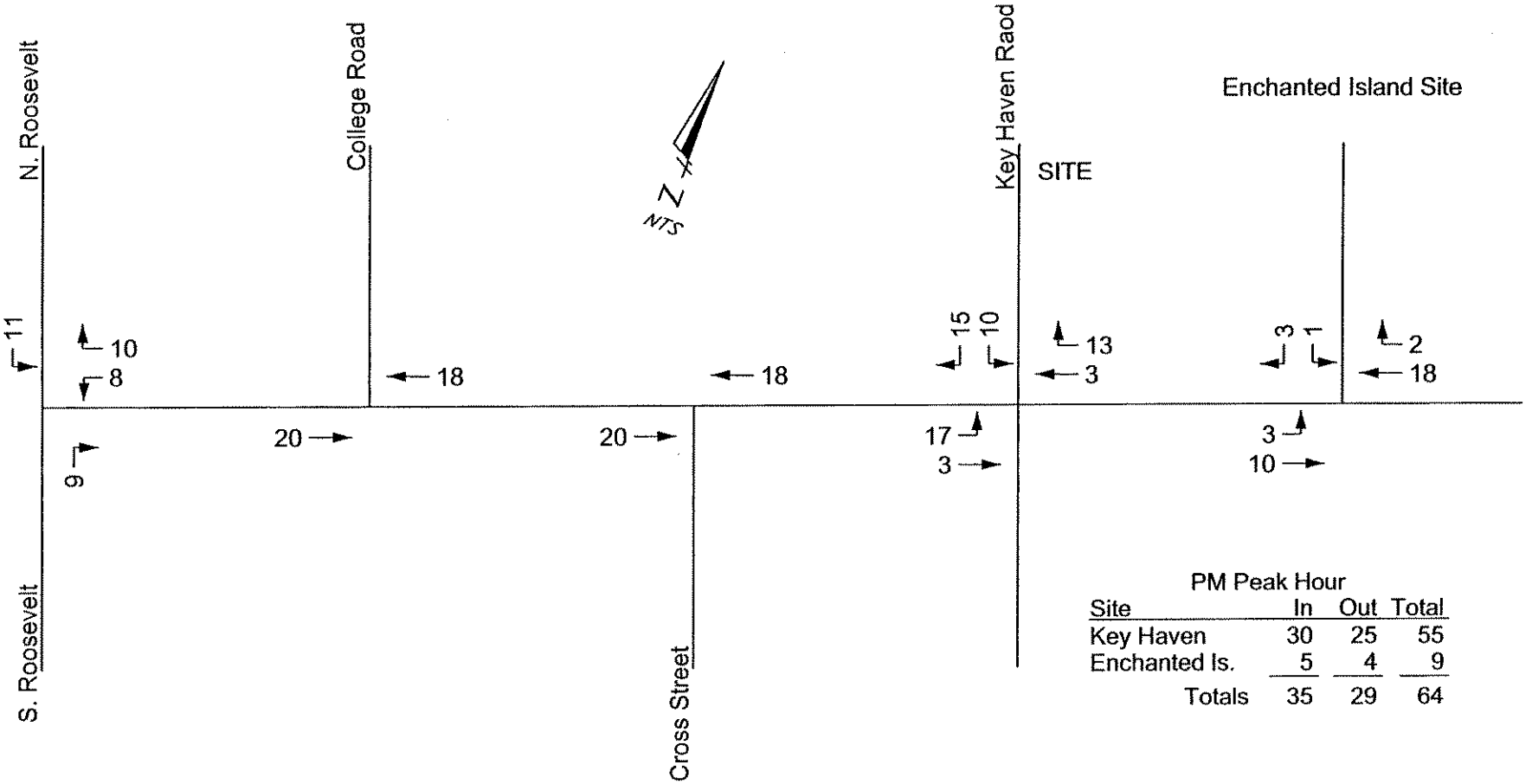
The site is not located on US 1, hence median openings are not addressed.

TABLE 2

TRAFFIC VOLUME AT STUDY LOCATIONS

(US 1 Considered a East/West Roadway for Analysis Purposes)

Overseas Highway Intersection & Approach	2005 PM PEAK VOLUME	PEAK SEASON INCREASE VOLUME	PEAK SEASON VOLUME	YEAR 2007 BACKGROUND GROWTH INCREASE VOLUME[2]	YEAR 2007 WITHOUT SITE VOLUME SUBTOTAL	SITE VOLUME	YEAR 2007 WITH SITE VOLUME
Key Haven Road (12/22/05)							
EB LEFT	171	16	187	1	188	17	205
EB THRU	1055	198	1253	13	1266	3	1269
EB RIGHT	0	0	0	0	0	0	0
WB LEFT	0	0	0	0	0	0	0
WB THRU	777	146	923	10	933	3	936
WB RIGHT	37	3	40	0	40	13	53
NB LEFT	0	0	0	0	0	0	0
NB THRU	2	0	2	0	2	0	2
NB RIGHT	0	0	0	0	0	0	0
SB LEFT	39	4	43	0	43	10	53
SB THRU	1	0	1	0	1	0	1
SB RIGHT	107	10	117	1	118	15	133
Cross Street (03/08/05)							
EB THRU	1932	0	1932	24	1956	20	1976
EB RIGHT	216	0	216	1	217	0	217
WB LEFT	12	0	12	0	12	0	12
WB THRU	1402	0	1402	18	1420	18	1438
NB LEFT	195	0	195	1	196	0	196
NB RIGHT	43	0	43	0	43	0	43
College Road (03/08/05)							
EB LEFT	186	0	186	1	187	0	187
EB THRU	2210	0	2210	28	2238	20	2258
WB THRU	1635	0	1635	20	1655	18	1673
WB RIGHT	31	0	31	0	31	0	31
SB LEFT	125	0	125	1	126	0	126
SB RIGHT	221	0	221	1	222	0	222
Roosevelt Boulevard (12/06/05)							
WB LEFT	538	126	664	7	671	8	679
WB RIGHT	928	218	1146	12	1158	10	1168
NB THRU	126	15	141	1	142	0	142
NB RIGHT	1085	255	1340	14	1354	9	1363
SB LEFT	1091	256	1347	14	1361	11	1372
SB THRU	176	21	197	1	198	0	198



PM Peak Hour

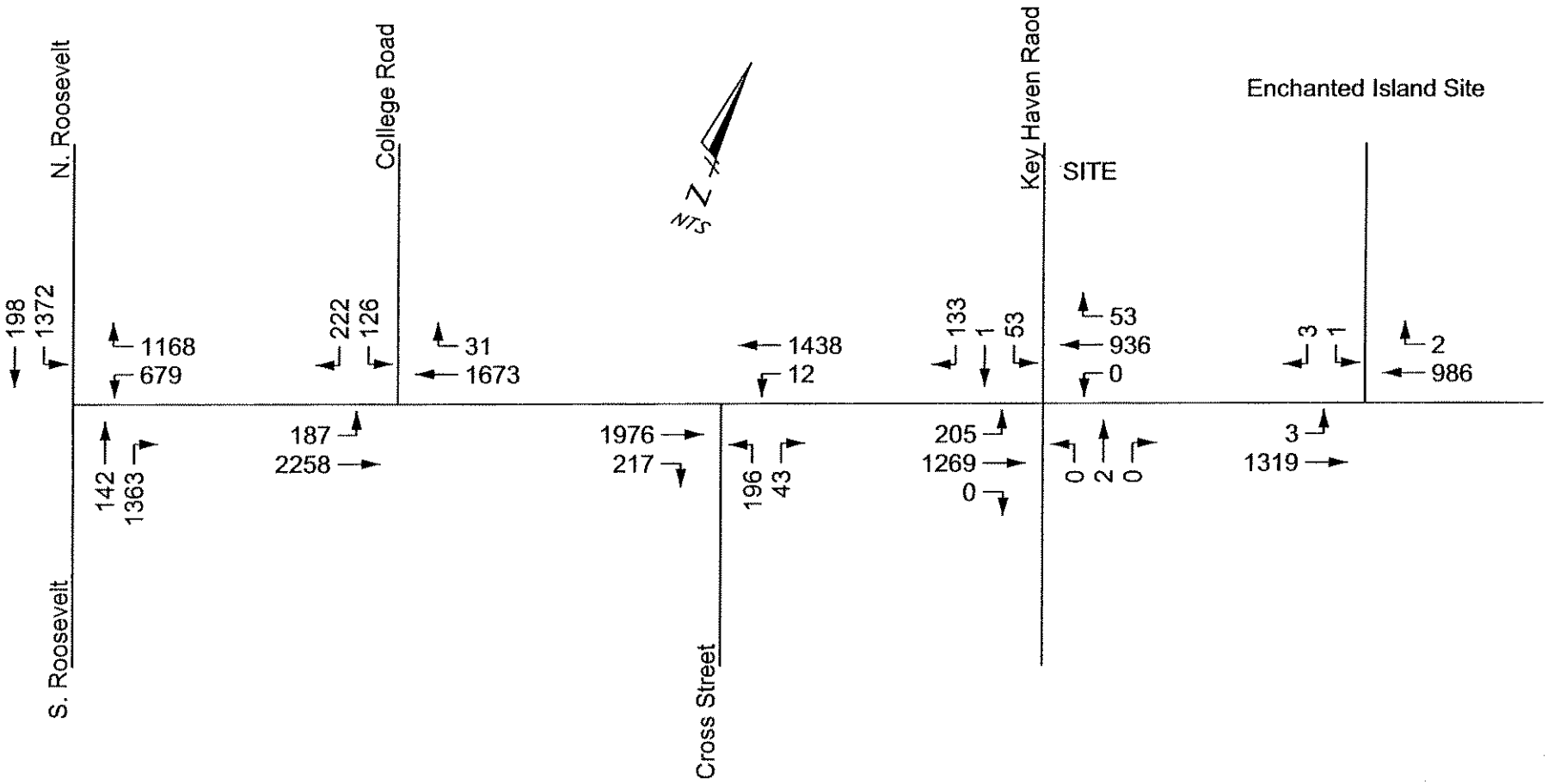
Site	In	Out	Total
Key Haven	30	25	55
Enchanted Is.	5	4	9
Totals	35	29	64

PM Peak Hour Site Only Traffic

The Landings at Key Haven
&
Enchanted Island

Figure 3

TRANSPORT ANALYSIS PROFESSIONALS



Year 2007 With Site Volume

Figure 4

TRANSPORT ANALYSIS PROFESSIONALS

TABLE 3

LEVEL OF SERVICE AT STUDY LOCATIONS

(US 1 Considered a East/West Roadway for Analysis Purposes)

Overseass Highway Intersection & Approach		2005 PM PEAK LOS	YEAR 2007 WITHOUT SITE LOS	YEAR 2007 WITH SITE LOS
Key Haven Road				
	EB LEFT	B	B	B
	WB LEFT	A	B	B
	NB LEFT, THRU & RIGHT	C	D	D
	SB LEFT	C	E	E
	SB RIGHT	B	B	B
	INTERSECTION LOS	**C**	**C**	**C**
Cross Street				
	EB THRU	C	C	C
	WB LEFT	B	B	C
	WB THRU	B	B	B
	NB LEFT	D	D	D
	NB RIGHT	C	C	C
	INTERSECTION LOS	**C**	**C**	**C**
College Road				
	EB LEFT	D	D	D
	EB THRU	C	C	C
	WB THRU	C	C	C
	WB RIGHT	B	B	B
	SB LEFT	D	D	D
	SB RIGHT	C	C	C
	INTERSECTION LOS	**C**	**C**	**C**
Roosevelt Boulevard				
	WB LEFT	D	D	D*
	WB RIGHT	A	A	A*
	NB THRU	D	D	D*
	NB RIGHT	A	C	C*
	SB LEFT	D	D	D*
	SB THRU	A	C	B*
	INTERSECTION LOS	**C**	**C**	**C***

* LOS improved with minor modification ot signal timing

TABLE 4 -- THE LANDINGS AT KEY HAVEN / ENCHANTED ISLAND ARTERIAL TRIP ASSIGNMENT SUMMARY

Project: Landings at Key Haven
Enchanted Island

Location: Stock Island/Key Haven

Approx. US-1 MM: 5.5

Development Type: Mixed use

Project Size: Varies

Average Trip Length: Trip Distribution:
12 miles N / E 42 % N / E
3 miles S / W 58 % S / W

Trip Generation Source:

ITE [X] ITE Land Use Code No.:

OTHER [X] See Report

Daily Trip Volume-
Weekday:
Saturday:
Sunday:
Weighted Daily Volume: 735.00 (Net Trips)

See report for pass-by analysis

Total Daily Trips	Percent Pass-By Trips	Percent Primary Trips	(1) Primary Trips	US-1 Segment Number	US-1 Segment Limits Begin MM	US-1 Segment Limits End MM	(2) Percent Directional Split	(3) % Impact Based on Trip Length	Project Generated Trips (1) (2) (3)	Year 2005 Reserve Capacity	Less Estimated Site Volume	Remaining Reserve Capacity
735	0	100	735	#1	4.0	5.0	58	83	(735 * 0.58 * 0.83) = 354	1,494	354	1,140
	Project Segment ---------->			#2	5.0	9.0	58	100	(735 * 0.58 * 1.00) = 426	4,004	426	3,578
				#3	9.0	10.5	42	82	(735 * 0.42 * 0.82) = 253	0	253	173*
				#4	10.5	16.5	42	67	(735 * 0.42 * 0.67) = 207	1,249	207	1,042
				#5	16.5	20.5	42	46	(735 * 0.42 * 0.46) = 142	0	142	743*
				#6	20.5	23.0	42	32	(735 * 0.42 * 0.32) = 99	2,815	99	2,716
				#7	23.0	24.0	42	25	(735 * 0.42 * 0.25) = 77	1,894	77	1,817
				#8	24.0	27.5	42	16	(735 * 0.42 * 0.16) = 49	2,780	49	2,731
				#9	27.5	29.5	42	4	(735 * 0.42 * 0.04) = 12	2,191	12	2,179
				#10	29.5	33.0	42	0	(735 * 0.42 * 0.00) = 0			
				#11	33.0	40.0	42	0	(735 * 0.42 * 0.00) = 0			
				#12	40.0	47.0	42	0	(735 * 0.42 * 0.00) = 0			
				#13	47.0	54.0	42	0	(735 * 0.42 * 0.00) = 0			
				#14	54.0	60.5	42	0	(735 * 0.42 * 0.00) = 0			
				#15	60.5	63.0	42	0	(735 * 0.42 * 0.00) = 0			
				#16	63.0	73.0	42	0	(735 * 0.42 * 0.00) = 0			
				#17	73.0	77.5	42	0	(735 * 0.42 * 0.00) = 0			
				#18	77.5	79.5	42	0	(735 * 0.42 * 0.00) = 0			
				#19	79.5	84.0	42	0	(735 * 0.42 * 0.00) = 0			
				#20	84.0	86.0	42	0	(735 * 0.42 * 0.00) = 0			
				#21	86.0	91.5	42	0	(735 * 0.42 * 0.00) = 0			
				#22	91.5	99.5	42	0	(735 * 0.42 * 0.00) = 0			
				#23	99.5	106.0	42	0	(735 * 0.42 * 0.00) = 0			
				#24	106.0	112.5	42	0	(735 * 0.42 * 0.00) = 0			

* LOS C Allocation

APPENDIX

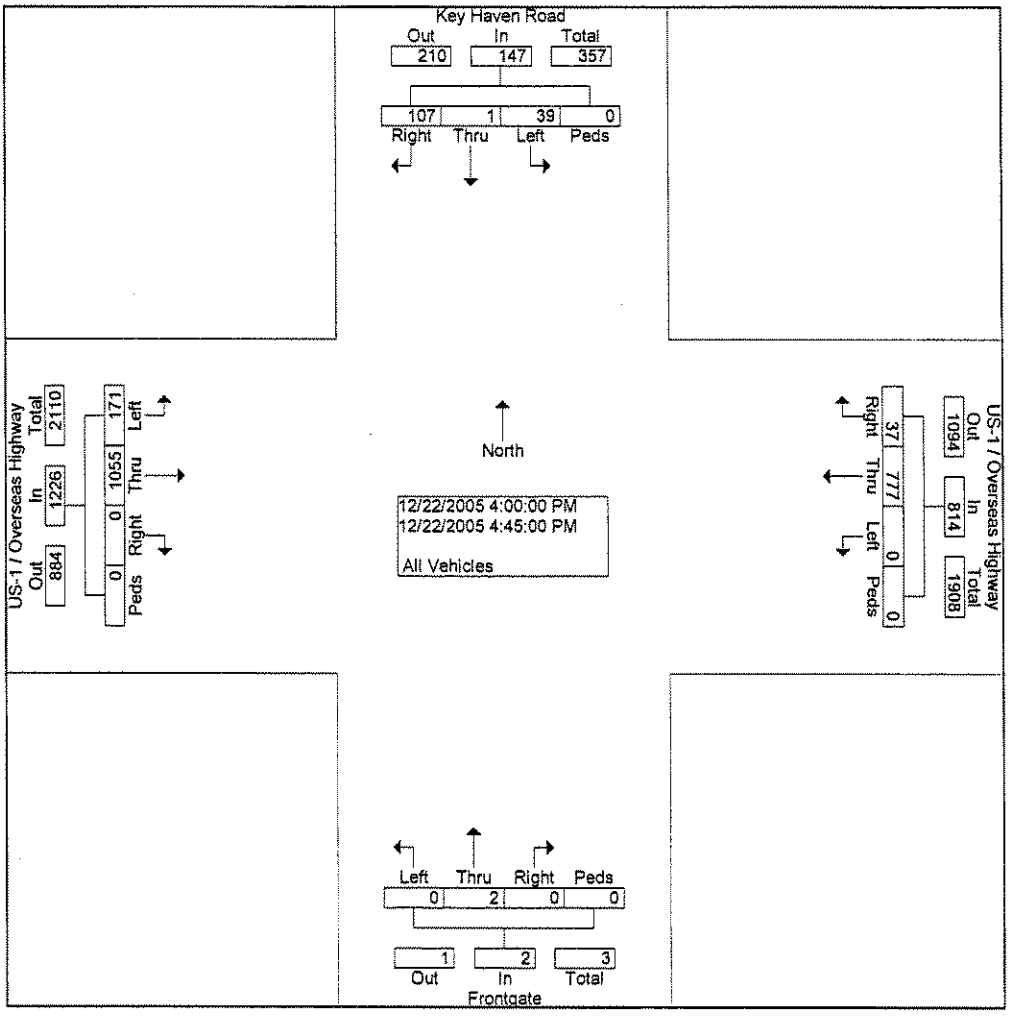
TURNING MOVEMENT DATA

TRANSPORT ANALYSIS PROFESSIONALS, Inc.

8701 SW 137th Avenue, Suite 210
Miami, Florida 33183
Phone: (305)385-0777 Fax: (305)385-9997

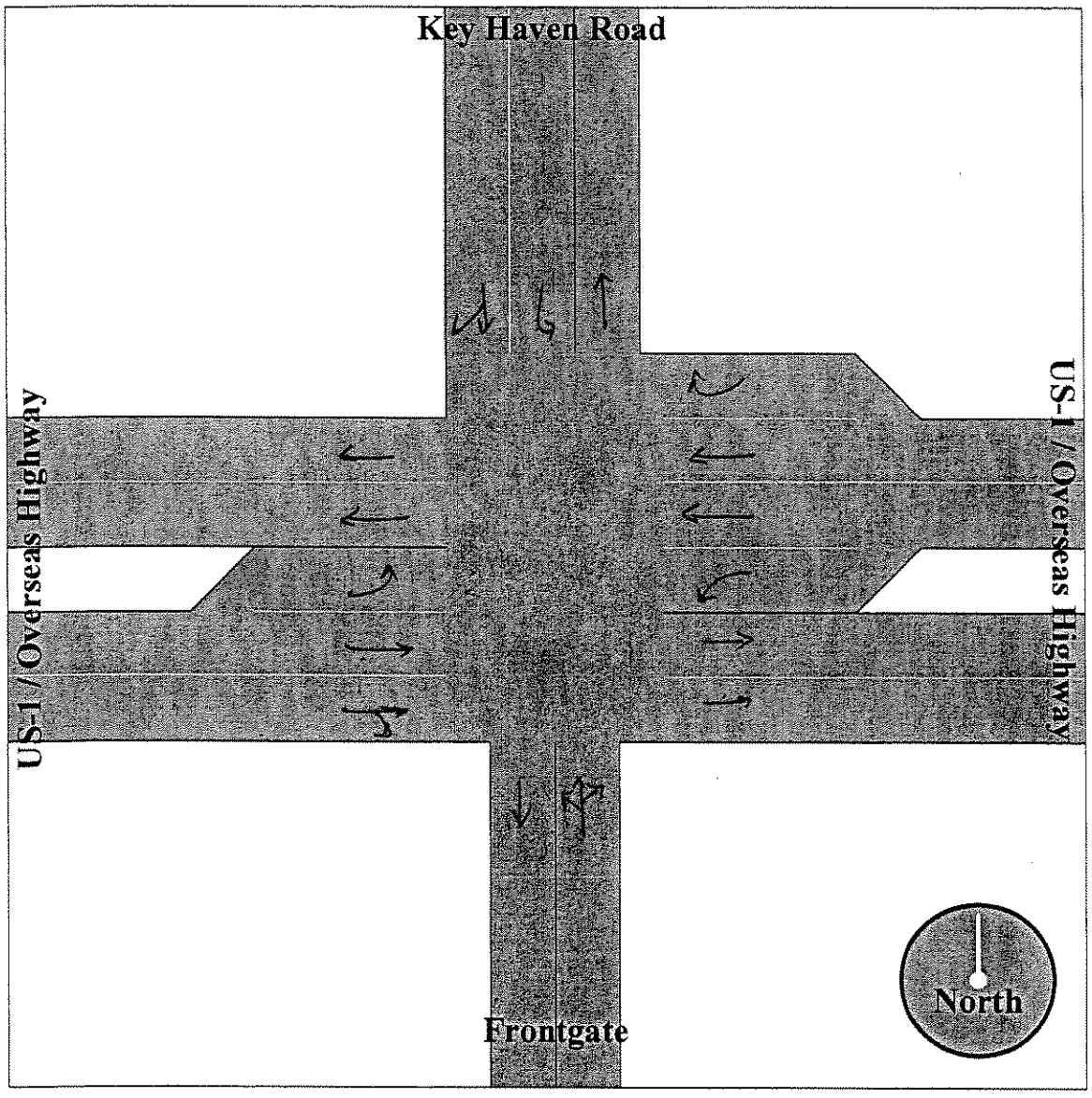
File Name : 5792us1@keyhaven
Site Code : 57920000
Start Date : 12/22/2005
Page No : 2

	Key Haven Road Southbound					US-1 / Overseas Highway Westbound					Frontgate Northbound					US-1 / Overseas Highway Eastbound					
Start Time	Left	Thru	Right	Peds	App. Total	Left	Thru	Right	Peds	App. Total	Left	Thru	Right	Peds	App. Total	Left	Thru	Right	Peds	App. Total	Int. Total
Peak Hour From 16:00 to 17:45 - Peak 1 of 1																					
Intersection	16:00																				
Volume	39	1	107	0	147	0	777	37	0	814	0	2	0	0	2	171	1055	0	0	1226	2189
Percent	26.5	0.7	72.8	0.0		0.0	95.5	4.5	0.0		0.0	100.0	0.0	0.0		13.9	86.1	0.0	0.0		
Volume	39	1	107	0	147	0	777	37	0	814	0	2	0	0	2	171	1055	0	0	1226	2189
Volume	12	1	30	0	43	0	241	8	0	249	0	0	0	0	0	37	241	0	0	278	570
Peak Factor																					0.960
High Int.	16:30					16:00					16:45					16:15					
Volume	11	0	36	0	47	0	241	8	0	249	0	2	0	0	2	40	293	0	0	333	
Peak Factor					0.782					0.817					0.250					0.920	



TRANSPORT ANALYSIS PROFESSIONALS, Inc.
8701 SW 137th Avenue, Suite 210
Miami, Florida 33183
Phone: (305)385-0777 Fax: (305)385-9997

File Name : 5792us1@keyhaven
Site Code : 57920000
Start Date : 12/22/2005
Page No : 3



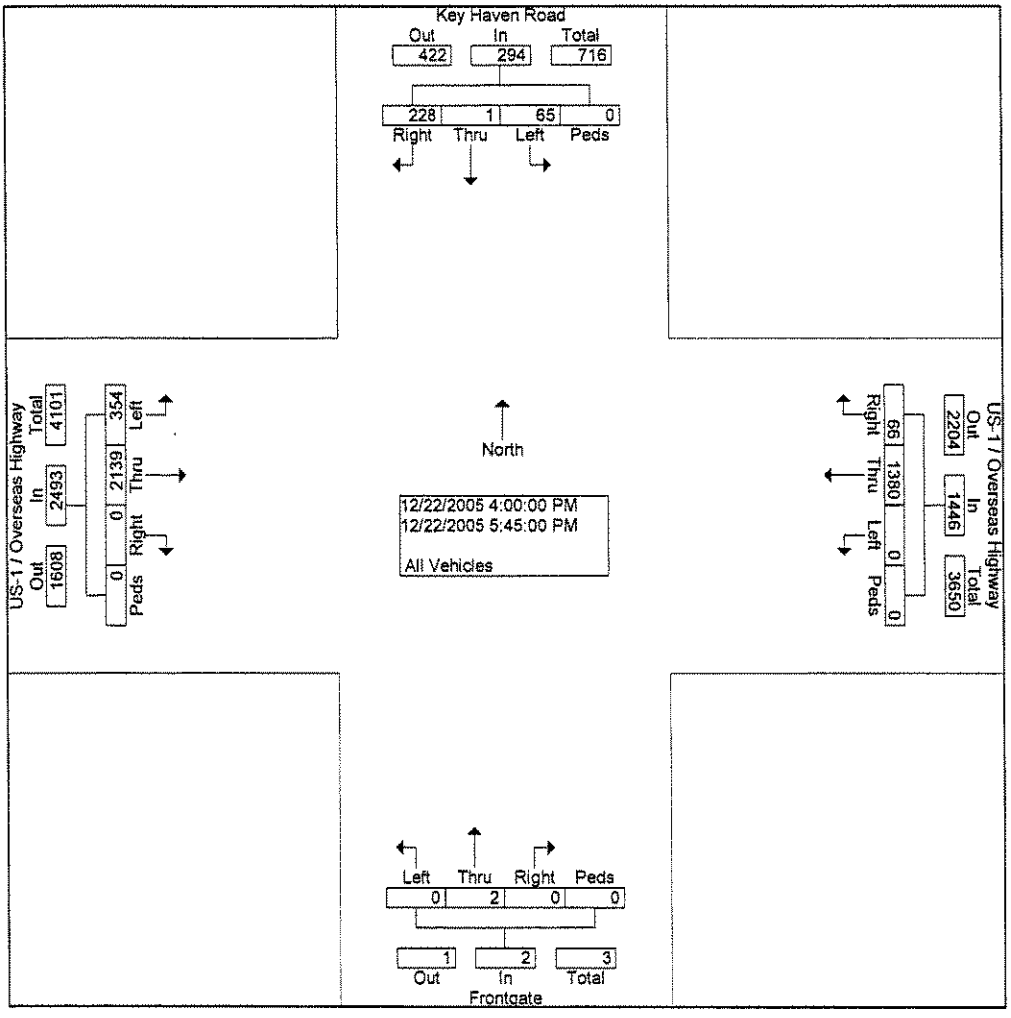
TRANSPORT ANALYSIS PROFESSIONALS, Inc.

8701 SW 137th Avenue, Suite 210
Miami, Florida 33183
Phone: (305)385-0777 Fax: (305)385-9997

File Name : 5792us1@keyhaven
Site Code : 57920000
Start Date : 12/22/2005
Page No : 2

Groups Printed- All Vehicles

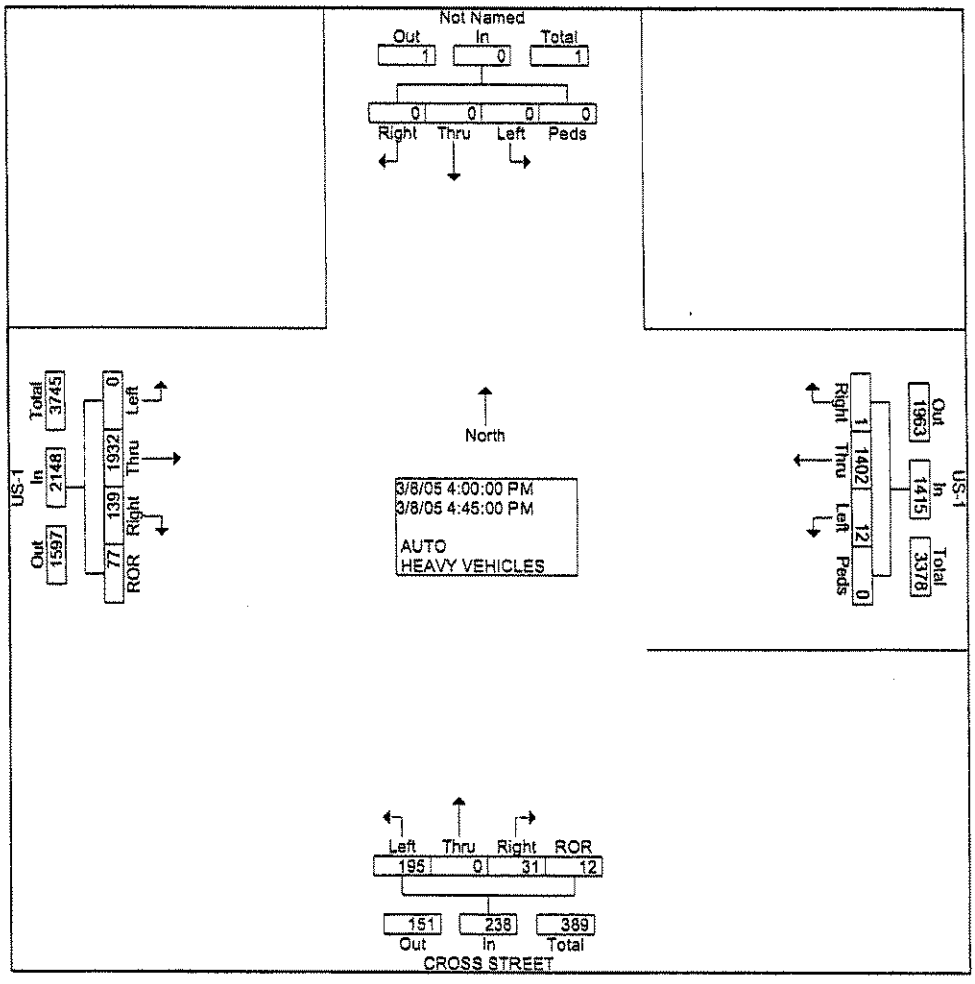
	Key Haven Road Southbound					US-1 / Overseas Highway Westbound					Frontgate Northbound					US-1 / Overseas Highway Eastbound					
Start Time	Left	Thru	Right	Peds	App. Total	Left	Thru	Right	Peds	App. Total	Left	Thru	Right	Peds	App. Total	Left	Thru	Right	Peds	App. Total	Int. Total
Factor	1.0	1.0	1.0	1.0		1.0	1.0	1.0	1.0		1.0	1.0	1.0	1.0		1.0	1.0	1.0	1.0		
16:00	12	1	30	0	43	0	241	8	0	249	0	0	0	0	0	37	241	0	0	278	570
16:15	7	0	22	0	29	0	182	14	0	196	0	0	0	0	0	40	293	0	0	333	558
16:30	11	0	36	0	47	0	187	9	0	196	0	0	0	0	0	42	251	0	0	293	536
16:45	9	0	19	0	28	0	167	6	0	173	0	2	0	0	2	52	270	0	0	322	525
Total	39	1	107	0	147	0	777	37	0	814	0	2	0	0	2	171	1055	0	0	1226	2189
17:00	8	0	33	0	41	0	162	8	0	170	0	0	0	0	0	38	292	0	0	330	541
17:15	6	0	29	0	35	0	175	4	0	179	0	0	0	0	0	48	297	0	0	345	559
17:30	5	0	27	0	32	0	145	9	0	154	0	0	0	0	0	51	256	0	0	307	493
17:45	7	0	32	0	39	0	121	8	0	129	0	0	0	0	0	46	239	0	0	285	453
Total	26	0	121	0	147	0	603	29	0	632	0	0	0	0	0	183	1084	0	0	1267	2046
Grand Total	65	1	228	0	294	0	1380	66	0	1446	0	2	0	0	2	354	2139	0	0	2493	4235
Apprch %	22.1	0.3	77.6	0.0		0.0	95.4	4.6	0.0		0.0	100.0	0.0	0.0		14.2	85.8	0.0	0.0		
Total %	1.5	0.0	5.4	0.0	6.9	0.0	32.6	1.6	0.0	34.1	0.0	0.0	0.0	0.0	0.0	8.4	50.5	0.0	0.0	58.9	



CROSSROADS ENGINEERING DATA, INC.
13284 SW 120TH ST,
MIAMI, FLORIDA 33186
305-233-3997

File Name : CROSS&US-1
Site Code : 03090519
Start Date : 03/08/2005
Page No : 2

	From North					US-1 From East					CROSS STREET From South					US-1 From West					
Start Time	Right	Thru	Left	Peds	App. Total	Right	Thru	Left	Peds	App. Total	Right	Thru	Left	ROR	App. Total	Right	Thru	Left	ROR	App. Total	Int. Total
Peak Hour From 04:00 PM to 05:45 PM - Peak 1 of 1																					
Intersection	04:00 PM																				
Volume	0	0	0	0	0	1	1402	12	0	1415	31	0	195	12	238	139	1932	0	77	2148	3801
Percent	0.0	0.0	0.0	0.0		0.1	99.1	0.8	0.0		13.0	0.0	81.9	5.0		6.5	89.9	0.0	3.6		
04:00 Volume	0	0	0	0	0	0	376	4	0	380	9	0	35	4	48	41	512	0	19	572	1000
Peak Factor																					0.950
High Int.	3:45:00 PM					04:00 PM					04:45 PM					04:00 PM					
Volume	0	0	0	0	0	0	376	4	0	380	4	0	77	2	83	41	512	0	19	572	
Peak Factor										0.931					0.717					0.939	



CROSSROADS ENGINEERING DATA, INC.
13284 SW 120TH ST,
MIAMI, FLORIDA 33186
305-233-3997

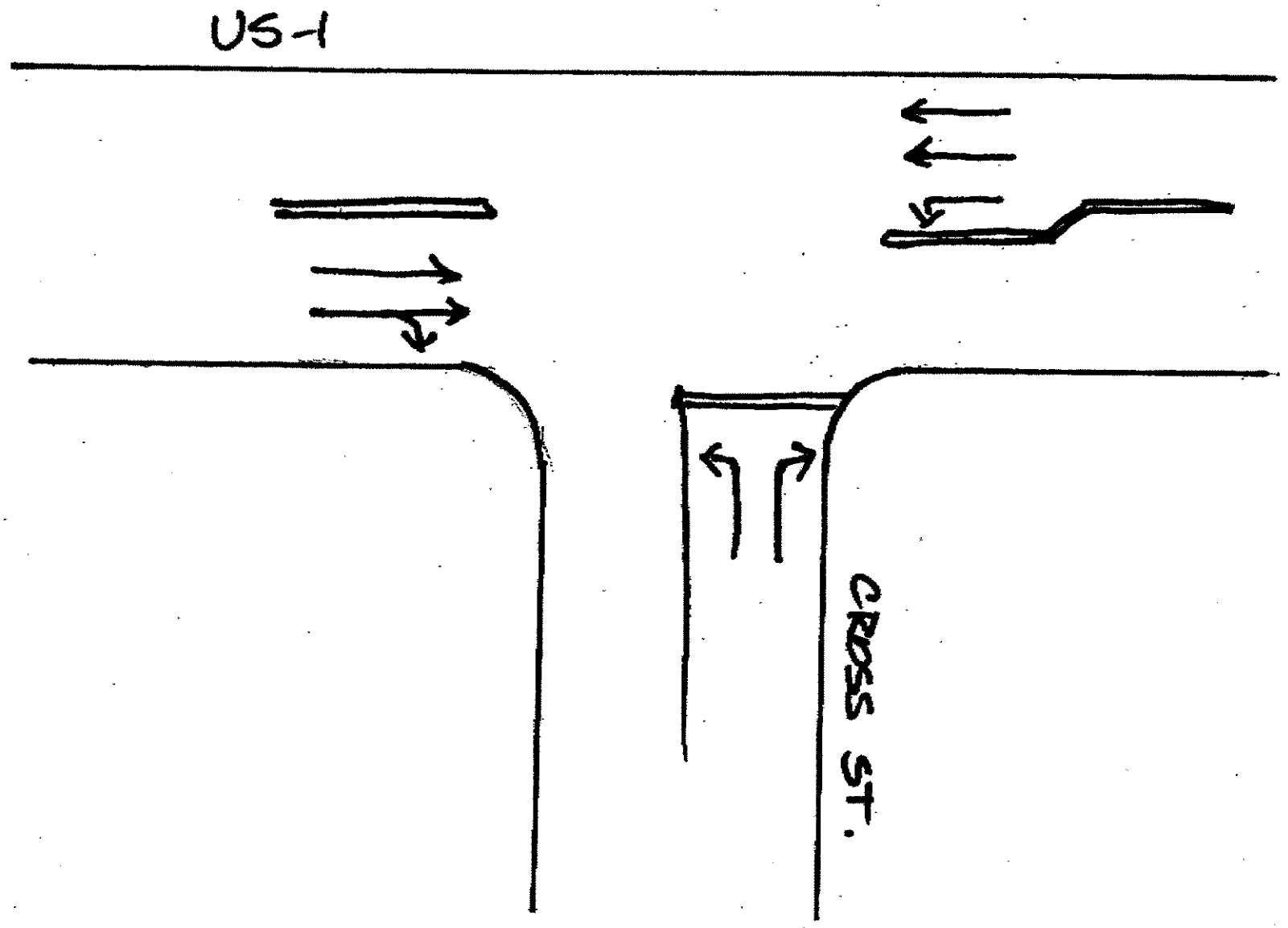
CLIENT : TAP
JOB NO : 2005-24
PROJECT: STOCK ISLAND
COUNTY : MONROE

File Name : CROSS&US-1
Site Code : 03090519
Start Date : 03/08/2005
Page No : 1

Groups Printed- AUTO - HEAVY VEHICLES

	From North				US-1 From East				CROSS STREET From South				US-1 From West				
Start Time	Right	Thru	Left	Peds	Right	Thru	Left	Peds	Right	Thru	Left	ROR	Right	Thru	Left	ROR	Int. Total
Factor	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	
04:00 PM	0	0	0	0	0	376	4	0	9	0	35	4	41	512	0	19	1000
04:15 PM	0	0	0	0	0	350	6	0	9	0	25	2	37	499	0	10	938
04:30 PM	0	0	0	0	0	374	0	0	9	0	58	4	25	446	0	24	940
04:45 PM	0	0	0	0	1	302	2	0	4	0	77	2	36	475	0	24	923
Total	0	0	0	0	1	1402	12	0	31	0	195	12	139	1932	0	77	3801
05:00 PM	0	0	0	0	0	360	4	0	5	0	66	1	33	472	0	26	967
05:15 PM	0	0	0	0	0	288	9	0	9	0	59	6	50	483	0	20	924
05:30 PM	0	0	0	0	0	303	5	0	12	0	52	3	36	501	6	18	936
05:45 PM	0	0	0	0	0	325	7	0	7	0	52	2	26	408	0	20	847
Total	0	0	0	0	0	1276	25	0	33	0	229	12	145	1864	6	84	3674
Grand Total	0	0	0	0	1	2678	37	0	64	0	424	24	284	3796	6	161	7475
Apprch %	0.0	0.0	0.0	0.0	0.0	98.6	1.4	0.0	12.5	0.0	82.8	4.7	6.7	89.4	0.1	3.8	
Total %	0.0	0.0	0.0	0.0	0.0	35.8	0.5	0.0	0.9	0.0	5.7	0.3	3.8	50.8	0.1	2.2	

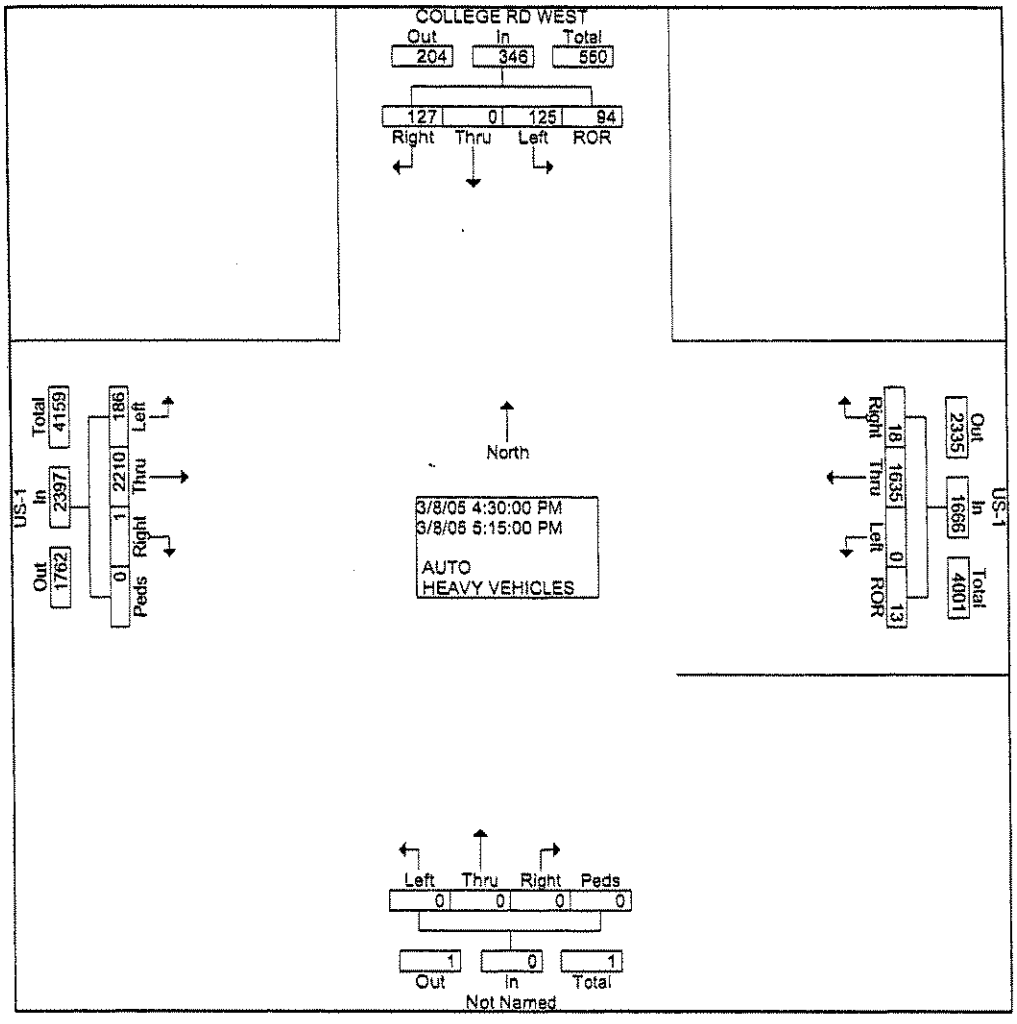
CROSS STREET & US-1



CROSSROADS ENGINEERING DATA, INC.
13284 SW 120TH ST,
MIAMI, FLORIDA 33186
305-233-3997

File Name : COLLEGE&US-1
Site Code : 03090503
Start Date : 03/08/2005
Page No : 2

	COLLEGE RD WEST From North					US-1 From East					From South					US-1 From West					
Start Time	Right	Thru	Left	ROR	App. Total	Right	Thru	Left	ROR	App. Total	Right	Thru	Left	Peds	App. Total	Right	Thru	Left	Peds	App. Total	Int. Total
Peak Hour From 04:00 PM to 05:45 PM - Peak 1 of 1																					
Intersection	04:30 PM																				
Volume	127	0	125	94	346	18	1635	0	13	1666	0	0	0	0	0	1	2210	186	0	2397	4409
Percent	36.7	0.0	36.1	27.2		1.1	98.1	0.0	0.8		0.0	0.0	0.0	0.0		0.0	92.2	7.8	0.0		
05:00 Volume	46	0	41	23	110	5	450	0	2	457	0	0	0	0	0	0	486	56	0	542	1109
Peak Factor																					0.994
High Int.	05:00 PM					05:00 PM					3:45:00 PM					05:15 PM					
Volume	46	0	41	23	110	5	450	0	2	457	0	0	0	0	0	1	647	47	0	895	
Peak Factor					0.786					0.911										0.862	



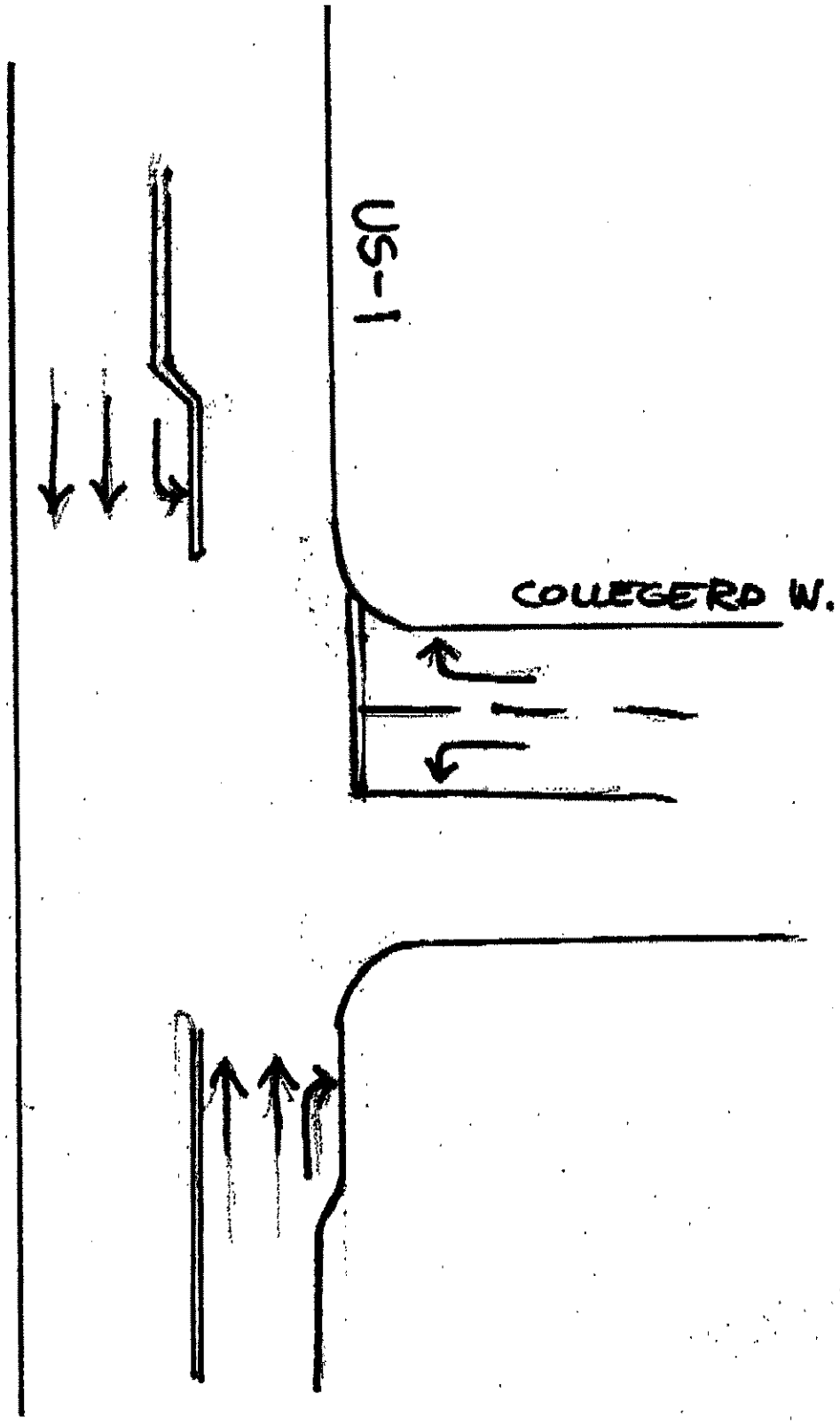
CROSSROADS ENGINEERING DATA, INC.
13284 SW 120TH ST,
MIAMI, FLORIDA 33186
305-233-3997

CLIENT : TAP
JOB NO : 2005-24
PROJECT: STOCK ISLAND
COUNTY : MONROE

File Name : COLLEGE&US-1
Site Code : 03090503
Start Date : 03/08/2005
Page No : 1

Groups Printed- AUTO - HEAVY VEHICLES

	COLLEGE RD WEST From North				US-1 From East				From South				US-1 From West				
Start Time	Right	Thru	Left	ROR	Right	Thru	Left	ROR	Right	Thru	Left	Peds	Right	Thru	Left	Peds	Int. Total
Factor	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	
04:00 PM	39	0	16	25	8	436	0	1	0	0	0	0	0	563	33	0	1121
04:15 PM	44	0	27	26	6	336	0	2	0	0	0	0	0	517	28	0	986
04:30 PM	46	0	17	23	2	422	0	5	0	0	0	0	0	537	43	0	1097
04:45 PM	27	0	30	23	5	437	0	4	0	0	0	0	0	540	40	0	1106
Total	158	0	90	97	21	1631	0	12	0	0	0	0	0	2157	144	0	4310
05:00 PM	46	0	41	23	5	450	0	2	0	0	0	0	0	486	56	0	1109
05:15 PM	6	0	37	25	6	326	0	2	0	0	0	0	1	647	47	0	1097
05:30 PM	26	0	33	24	6	358	0	3	0	0	0	0	0	568	52	0	1070
05:45 PM	10	0	12	23	8	389	0	2	0	0	0	0	0	481	47	0	972
Total	88	0	123	95	25	1523	0	9	0	0	0	0	1	2182	202	0	4248
Grand Total	246	0	213	192	46	3154	0	21	0	0	0	0	1	4339	346	0	8558
Apprch %	37.8	0.0	32.7	29.5	1.4	97.9	0.0	0.7	0.0	0.0	0.0	0.0	0.0	92.6	7.4	0.0	
Total %	2.9	0.0	2.5	2.2	0.5	36.9	0.0	0.2	0.0	0.0	0.0	0.0	0.0	50.7	4.0	0.0	



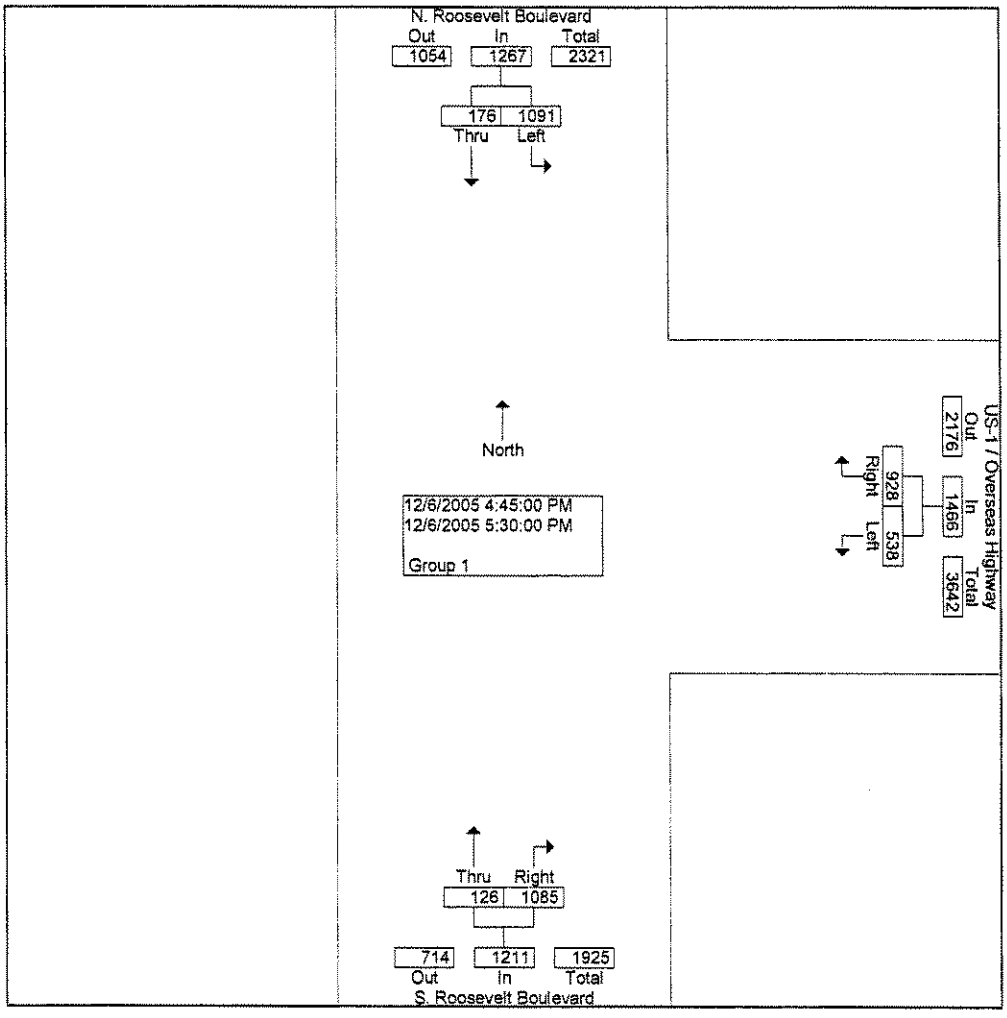
COLLEGE RD WEST
&
US-1

TRANSPORT ANALYSIS PROFESSIONALS, Inc.

8701 SW 137th Avenue, Suite 210
Miami, Florida 33183
Phone: (305)385-0777 Fax: (305)385-9997

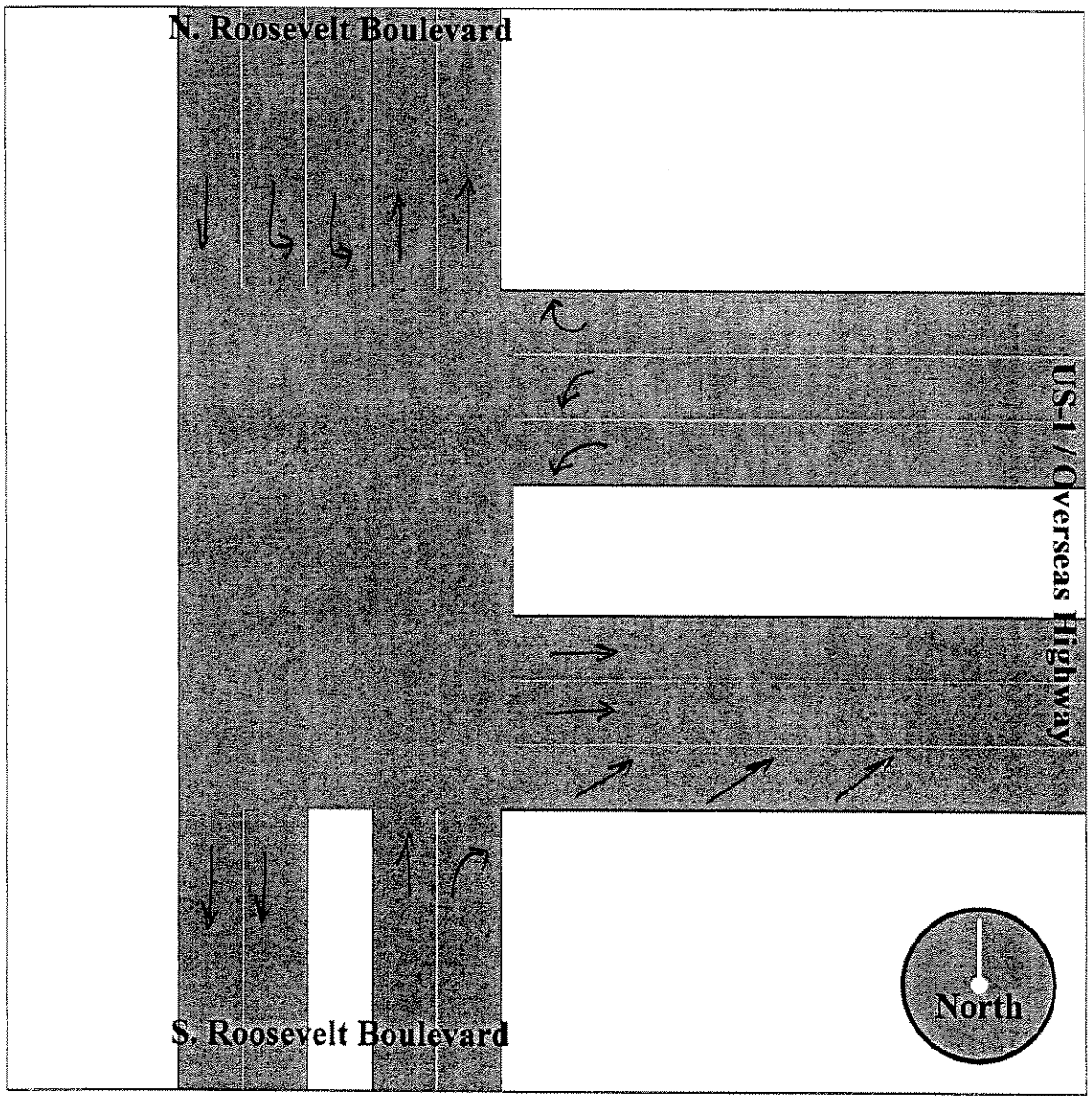
File Name : 5785Roosevelt@US1PM
Site Code : 57850001
Start Date : 12/06/2005
Page No : 2

	N. Roosevelt Boulevard Southbound				US-1 / Overseas Highway Westbound					S. Roosevelt Boulevard Northbound					US-1 / Overseas Highway Eastbound				
Start Time	Left	Thru	Right	App. Total	Left	Thru	RTOR	Right	App. Total	Left	Thru	RTOR	Right	App. Total	Left	Thru	Right	App. Total	Int. Total
Peak Hour From 16:00 to 17:45 - Peak 1 of 1																			
Intersection	16:45																		
Volume	1091	176	0	1267	538	0	616	312	1466	0	126	815	270	1211	0	0	0	0	3944
Percent	86.1	13.9	0.0		36.7	0.0	42.0	21.3		0.0	10.4	67.3	22.3		0.0	0.0	0.0		
Volume	1091	176	0	1267	538	0	616	312	1466	0	126	815	270	1211	0	0	0	0	3944
Volume	299	43	0	342	116	0	180	70	366	0	31	216	84	331	0	0	0	0	1039
Peak Factor																			0.949
High Int.	17:15				17:00					16:45					3:45:00 PM				
Volume	291	52	0	343	167	0	149	83	399	0	31	216	84	331					
Peak Factor				0.923					0.919					0.915					



TRANSPORT ANALYSIS PROFESSIONALS, Inc.
8701 SW 137th Avenue, Suite 210
Miami, Florida 33183
Phone: (305)385-0777 Fax: (305)385-9997

File Name : 5785Roosevelt@US1PM
Site Code : 57850001
Start Date : 12/06/2005
Page No : 3



TRANSPORT ANALYSIS PROFESSIONALS, Inc.

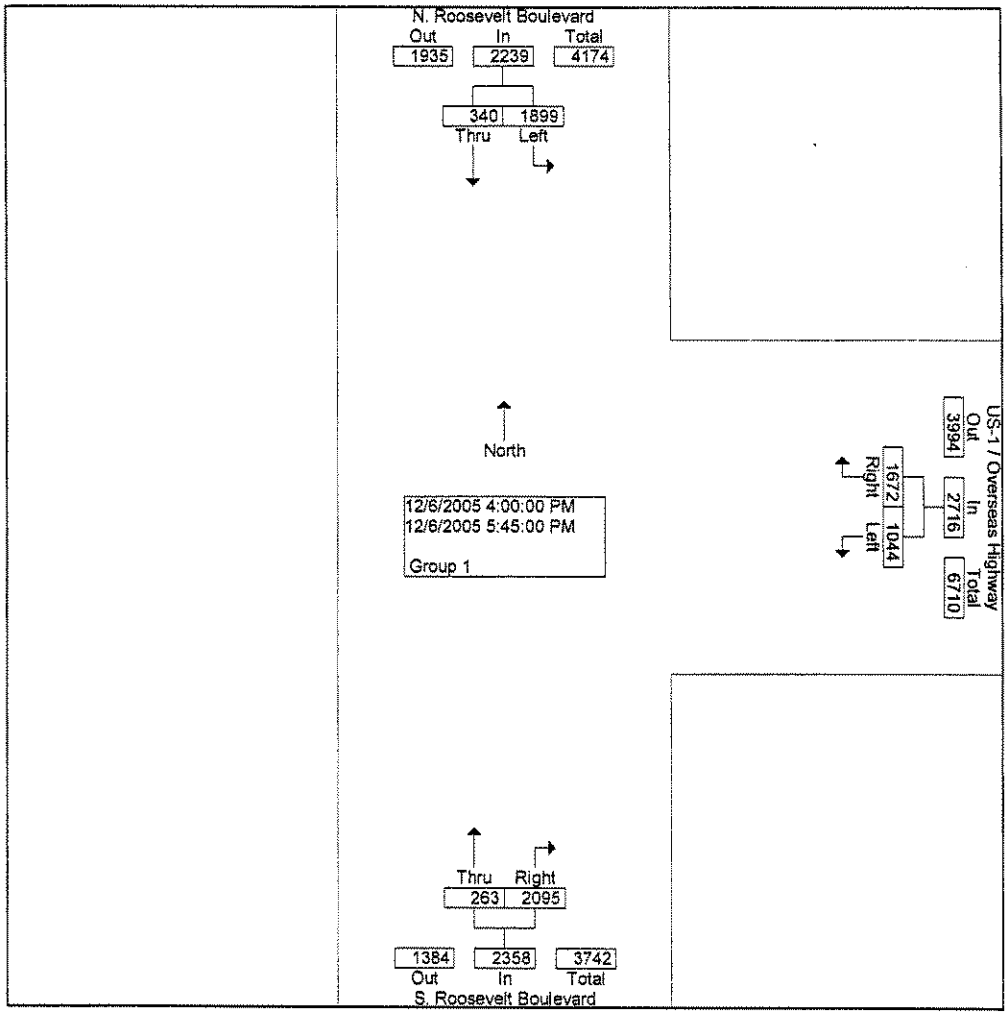
8701 SW 137th Avenue, Suite 210
Miami, Florida 33183
Phone: (305)385-0777 Fax: (305)385-9997

Counter: 3071
Counted By: Lucas
Weather: Clear
Other:

File Name : 5785Roosevelt@US1PM
Site Code : 57850001
Start Date : 12/06/2005
Page No : 1

Groups Printed- Group 1

	N. Roosevelt Boulevard Southbound				US-1 / Overseas Highway Westbound					S. Roosevelt Boulevard Northbound					US-1 / Overseas Highway Eastbound				
Start Time	Left	Thru	Right	App. Total	Left	Thru	RTOR	Right	App. Total	Left	Thru	RTOR	Right	App. Total	Left	Thru	Right	App. Total	Int. Total
Factor	1.0	1.0	1.0		1.0	1.0	1.0	1.0		1.0	1.0	1.0	1.0		1.0	1.0	1.0		
16:00	185	44	0	229	113	0	97	66	276	0	35	161	91	287	0	0	0	0	792
16:15	167	39	0	206	125	0	116	68	309	0	35	187	102	324	0	0	0	0	839
16:30	174	42	0	216	126	0	122	78	326	0	40	180	86	306	0	0	0	0	848
16:45	299	43	0	342	116	0	180	70	366	0	31	216	84	331	0	0	0	0	1039
Total	825	168	0	993	480	0	515	282	1277	0	141	744	363	1248	0	0	0	0	3518
17:00	253	43	0	296	167	0	149	83	399	0	26	231	51	308	0	0	0	0	1003
17:15	291	52	0	343	135	0	162	75	372	0	40	210	60	310	0	0	0	0	1025
17:30	248	38	0	286	120	0	125	84	329	0	29	158	75	262	0	0	0	0	877
17:45	282	39	0	321	142	0	133	64	339	0	27	164	39	230	0	0	0	0	890
Total	1074	172	0	1246	564	0	569	306	1439	0	122	763	225	1110	0	0	0	0	3795
Grand Total	1899	340	0	2239	1044	0	1084	588	2716	0	263	1507	588	2358	0	0	0	0	7313
Apprch %	84.8	15.2	0.0		38.4	0.0	39.9	21.6		0.0	11.2	63.9	24.9		0.0	0.0	0.0		
Total %	26.0	4.6	0.0	30.6	14.3	0.0	14.8	8.0	37.1	0.0	3.6	20.6	8.0	32.2	0.0	0.0	0.0	0.0	



ITE TRIP GENERATION

Summary of Trip Generation Calculation
For 10 T.G.L.A. of Specialty Retail Center
October 17, 2005

	Average Rate	Standard Deviation	Adjustment Factor	Driveway Volume
Avg. Weekday 2-Way Volume	44.32	15.52	1.00	443
7-9 AM Peak Hour Enter	0.00	0.00	1.00	0
7-9 AM Peak Hour Exit	0.00	0.00	1.00	0
7-9 AM Peak Hour Total	0.00	0.00	1.00	0
4-6 PM Peak Hour Enter	1.19	0.00	1.00	12
4-6 PM Peak Hour Exit	1.52	0.00	1.00	15
4-6 PM Peak Hour Total	2.71	1.83	1.00	27
AM Pk Hr, Generator, Enter	3.28	0.00	1.00	33
AM Pk Hr, Generator, Exit	3.56	0.00	1.00	36
AM Pk Hr, Generator, Total	6.84	3.55	1.00	68
PM Pk Hr, Generator, Enter	2.81	0.00	1.00	28
PM Pk Hr, Generator, Exit	2.21	0.00	1.00	22
PM Pk Hr, Generator, Total	5.02	2.31	1.00	50
Saturday 2-Way Volume	42.04	13.97	1.00	420
Saturday Peak Hour Enter	0.00	0.00	1.00	0
Saturday Peak Hour Exit	0.00	0.00	1.00	0
Saturday Peak Hour Total	0.00	0.00	1.00	0
Sunday 2-Way Volume	20.43	10.27	1.00	204
Sunday Peak Hour Enter	0.00	0.00	1.00	0
Sunday Peak Hour Exit	0.00	0.00	1.00	0
Sunday Peak Hour Total	0.00	0.00	1.00	0

Note: A zero indicates no data available.
Source: Institute of Transportation Engineers
Trip Generation, 7th Edition, 2003.

TRIP GENERATION BY MICROTRANS

Weighted Daily Volume

$$\frac{443(5) + 420 + 204}{7} = 405.5$$

406

Summary of Trip Generation Calculation
For 33 Dwelling Units of Single Family Detached Housing
January 09, 2006

	Average Rate	Standard Deviation	Adjustment Factor	Driveway Volume
Avg. Weekday 2-Way Volume	9.57	3.69	1.00	316
7-9 AM Peak Hour Enter	0.19	0.00	1.00	6
7-9 AM Peak Hour Exit	0.56	0.00	1.00	18
7-9 AM Peak Hour Total	0.75	0.90	1.00	25
4-6 PM Peak Hour Enter	0.64	0.00	1.00	21
4-6 PM Peak Hour Exit	0.37	0.00	1.00	12
4-6 PM Peak Hour Total	1.01	1.05	1.00	33
AM Pk Hr, Generator, Enter	0.20	0.00	1.00	7
AM Pk Hr, Generator, Exit	0.57	0.00	1.00	19
AM Pk Hr, Generator, Total	0.77	0.91	1.00	25
PM Pk Hr, Generator, Enter	0.65	0.00	1.00	21
PM Pk Hr, Generator, Exit	0.37	0.00	1.00	12
PM Pk Hr, Generator, Total	1.02	1.05	1.00	34
Saturday 2-Way Volume	10.10	3.68	1.00	333
Saturday Peak Hour Enter	0.51	0.00	1.00	17
Saturday Peak Hour Exit	0.43	0.00	1.00	14
Saturday Peak Hour Total	0.94	0.99	1.00	31
Sunday 2-Way Volume	8.78	3.33	1.00	290
Sunday Peak Hour Enter	0.46	0.00	1.00	15
Sunday Peak Hour Exit	0.40	0.00	1.00	13
Sunday Peak Hour Total	0.86	0.95	1.00	28

Note: A zero indicates no data available.
Source: Institute of Transportation Engineers
Trip Generation, 7th Edition, 2003.

TRIP GENERATION BY MICROTRANS

Weighted Daily Volume

$$\frac{316(5) + 333 + 290}{7} = 314.7$$

315

Summary of Trip Generation Calculation
For 10 Dwelling Units of Single Family Detached Housing
January 09, 2006

	Average Rate	Standard Deviation	Adjustment Factor	Driveway Volume
Avg. Weekday 2-Way Volume	9.57	3.69	1.00	96
7-9 AM Peak Hour Enter	0.19	0.00	1.00	2
7-9 AM Peak Hour Exit	0.56	0.00	1.00	6
7-9 AM Peak Hour Total	0.75	0.90	1.00	8
4-6 PM Peak Hour Enter	0.64	0.00	1.00	6
4-6 PM Peak Hour Exit	0.37	0.00	1.00	4
4-6 PM Peak Hour Total	1.01	1.05	1.00	10
AM Pk Hr, Generator, Enter	0.20	0.00	1.00	2
AM Pk Hr, Generator, Exit	0.57	0.00	1.00	6
AM Pk Hr, Generator, Total	0.77	0.91	1.00	8
PM Pk Hr, Generator, Enter	0.65	0.00	1.00	7
PM Pk Hr, Generator, Exit	0.37	0.00	1.00	4
PM Pk Hr, Generator, Total	1.02	1.05	1.00	10
Saturday 2-Way Volume	10.10	3.68	1.00	101
Saturday Peak Hour Enter	0.51	0.00	1.00	5
Saturday Peak Hour Exit	0.43	0.00	1.00	4
Saturday Peak Hour Total	0.94	0.99	1.00	9
Sunday 2-Way Volume	8.78	3.33	1.00	88
Sunday Peak Hour Enter	0.46	0.00	1.00	5
Sunday Peak Hour Exit	0.40	0.00	1.00	4
Sunday Peak Hour Total	0.86	0.95	1.00	9

Note: A zero indicates no data available.
Source: Institute of Transportation Engineers
Trip Generation, 7th Edition, 2003.

TRIP GENERATION BY MICROTRANS

Weighted Daily Volume

$$\frac{96(5) + 101 + 88}{7} = 95.5$$

96

INTERSECTION ANALYSES

TWO-WAY STOP CONTROL SUMMARY

General Information		Site Information	
Analyst	RPE/TAP	Intersection	US 1 & Key Haven Road
Agency/Co.		Jurisdiction	
Date Performed	1/10/2006	Analysis Year	2005 Peak Season
Analysis Time Period	PM Peak		

Project Description *The Landings at Key Haven & Enchanted Island*

East/West Street: *US 1* | North/South Street: *Key Haven Road*

Intersection Orientation: *East-West* | Study Period (hrs): *0.25*

Vehicle Volumes and Adjustments

Major Street	Eastbound			Westbound		
Movement	1	2	3	4	5	6
	L	T	R	L	T	R
Volume	187	198	0	0	923	40
Peak-Hour Factor, PHF	0.92	0.92	0.92	0.82	0.82	0.82
Hourly Flow Rate, HFR	203	215	0	0	1125	48
Percent Heavy Vehicles	0	--	--	0	--	--
Median Type	Raised curb					
RT Channelized			0			0
Lanes	1	2	0	1	2	0
Configuration	L	T	TR	L	T	TR
Upstream Signal		0			0	

Minor Street	Northbound			Southbound		
Movement	7	8	9	10	11	12
	L	T	R	L	T	R
Volume	0	2	0	43		117
Peak-Hour Factor, PHF	0.25	0.25	0.25	0.78	0.78	0.78
Hourly Flow Rate, HFR	0	8	0	55	0	150
Percent Heavy Vehicles	0	0	0	0	0	0
Percent Grade (%)		0			0	
Flared Approach		N			N	
Storage		0			0	
RT Channelized			0			0
Lanes	0	1	0	1	0	1
Configuration		LTR		L		R

Delay, Queue Length, and Level of Service

Approach	Eastbound	Westbound	Northbound			Southbound		
Movement	1	4	7	8	9	10	11	12
Lane Configuration	L	L		LTR		L		R
v (vph)	203	0		8		55		150
C (m) (vph)	603	1367		232		247		678
v/c	0.34	0.00		0.03		0.22		0.22
95% queue length	1.48	0.00		0.11		0.83		0.84
Control Delay	14.0	7.6		21.1		23.7		11.8
LOS	B	A		C		C		B
Approach Delay	--	--	21.1			15.0		
Approach LOS	--	--	C			C		

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TWO-WAY STOP CONTROL SUMMARY

General Information		Site Information	
Analyst	RPE/TAP	Intersection	US 1 & Key Haven Road
Agency/Co.		Jurisdiction	
Date Performed	1/10/2006	Analysis Year	2007 Without Site
Analysis Time Period	PM Peak		

Project Description *The Landings at Key Haven & Enchanted Island*

East/West Street: *US 1*	North/South Street: *Key Haven Road*
Intersection Orientation: *East-West*	Study Period (hrs): *0.25*

Vehicle Volumes and Adjustments

Major Street	Eastbound			Westbound		
Movement	1	2	3	4	5	6
	L	T	R	L	T	R
Volume	188	1266	0	0	933	40
Peak-Hour Factor, PHF	0.92	0.92	0.92	0.82	0.82	0.82
Hourly Flow Rate, HFR	204	1376	0	0	1137	48
Percent Heavy Vehicles	0	--	--	0	--	--
Median Type	Raised curb					
RT Channelized			0			0
Lanes	1	2	0	1	2	0
Configuration	L	T	TR	L	T	TR
Upstream Signal		0			0	

Minor Street	Northbound			Southbound		
Movement	7	8	9	10	11	12
	L	T	R	L	T	R
Volume	0	2	0	43		118
Peak-Hour Factor, PHF	0.25	0.25	0.25	0.78	0.78	0.78
Hourly Flow Rate, HFR	0	8	0	55	0	151
Percent Heavy Vehicles	0	0	0	0	0	0
Percent Grade (%)		0			0	
Flared Approach		N			N	
Storage		0			0	
RT Channelized			0			0
Lanes	0	1	0	1	0	1
Configuration		LTR		L		R

Delay, Queue Length, and Level of Service

Approach	Eastbound	Westbound	Northbound			Southbound		
Movement	1	4	7	8	9	10	11	12
Lane Configuration	L	L		LTR		L		R
v (vph)	204	0		8		55		151
C (m) (vph)	596	505		145		171		674
v/c	0.34	0.00		0.06		0.32		0.22
95% queue length	1.51	0.00		0.17		1.30		0.85
Control Delay	14.2	12.1		31.3		35.7		11.9
LOS	B	B		D		E		B
Approach Delay	--	--	31.3			18.2		
Approach LOS	--	--	D			C		

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TWO-WAY STOP CONTROL SUMMARY

General Information		Site Information	
Analyst	RPE/TAP	Intersection	US 1 & Key Haven Road
Agency/Co.		Jurisdiction	
Date Performed	1/10/2006	Analysis Year	2007 With Site
Analysis Time Period	PM Peak		

Project Description *The Landings at Key Haven & Enchanted Island*

East/West Street: *US 1*	North/South Street: *Key Haven Road*
Intersection Orientation: *East-West*	Study Period (hrs): *0.25*

Vehicle Volumes and Adjustments

Major Street	Eastbound			Westbound		
Movement	1	2	3	4	5	6
	L	T	R	L	T	R
Volume	205	1269	0	0	936	53
Peak-Hour Factor, PHF	0.92	0.92	0.92	0.82	0.82	0.82
Hourly Flow Rate, HFR	222	1379	0	0	1141	64
Percent Heavy Vehicles	0	--	--	0	--	--
Median Type	Raised curb					
RT Channelized			0			0
Lanes	1	2	0	1	2	0
Configuration	L	T	TR	L	T	TR
Upstream Signal		0			0	

Minor Street	Northbound			Southbound		
Movement	7	8	9	10	11	12
	L	T	R	L	T	R
Volume	0	2	0	53		133
Peak-Hour Factor, PHF	0.25	0.25	0.25	0.78	0.78	0.78
Hourly Flow Rate, HFR	0	8	0	67	0	170
Percent Heavy Vehicles	0	0	0	0	0	0
Percent Grade (%)		0			0	
Flared Approach		N			N	
Storage		0			0	
RT Channelized			0			0
Lanes	0	1	0	1	0	1
Configuration		LTR		L		R

Delay, Queue Length, and Level of Service

Approach	Eastbound	Westbound	Northbound			Southbound		
Movement	1	4	7	8	9	10	11	12
Lane Configuration	L	L		LTR		L		R
v (vph)	222	0		8		67		170
C (m) (vph)	586	504		133		160		669
v/c	0.38	0.00		0.06		0.42		0.25
95% queue length	1.76	0.00		0.19		1.86		1.01
Control Delay	14.8	12.1		33.8		42.8		12.2
LOS	B	B		D		E		B
Approach Delay	--	--	33.8			20.9		
Approach LOS	--	--	D			C		

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SHORT REPORT

General Information		Site Information	
Analyst	RPE/TAP	Intersection	US 1 & Cross Street
Agency or Co.		Area Type	All other areas
Date Performed	1/10/2006	Jurisdiction	
Time Period	PM Peak	Analysis Year	2005 Peak Season

Volume and Timing Input

	EB			WB			NB			SB		
	LT	TH	RT	LT	TH	RT	LT	TH	RT	LT	TH	RT
Num. of Lanes	0	2	0	1	2	0	1	0	1	0	0	0
Lane Group		TR		L	T		L		R			
Volume (vph)		1932	216	12	1402		195		43			
% Heavy veh	0	0	0	0	0	0	0	0	0	0	0	0
PHF	0.90	0.94	0.94	0.93	0.93	0.90	0.72	0.90	0.72	0.90	0.90	0.90
Actuated (P/A)		P	P	P	P		A		A			
Startup lost time		2.0		2.0	2.0		2.0	2.0	2.0		2.0	
Ext. eff. green		2.0		2.0	2.0		2.0	2.0	2.0		2.0	
Arrival type		3		3	3		3	3	3		3	
Unit Extension		3.0		3.0	3.0		3.0	3.0	3.0		3.0	
Ped/Bike/RTOR Volume	0	0	77	0	0	0	0	0	12	0	0	0
Lane Width		12.0		12.0	12.0		12.0	12.0	12.0		12.0	
Parking/Grade/Parking	N	0	N	N	0	N	N	0	N	N	0	N
Parking/hr												
Bus stops/hr		0		0	0		0	0	0		0	
Unit Extension		3.0		3.0	3.0		3.0	3.0	3.0		3.0	

Phasing	EW Perm	02	03	04	NB Only	06	07	08
Timing	G = 73.0	G =	G =	G =	G = 27.0	G =	G =	G =
	Y = 5	Y =	Y =	Y =	Y = 5	Y =	Y =	Y =
Duration of Analysis (hrs) = 0.25						Cycle Length C = 110.0		

Lane Group Capacity, Control Delay, and LOS Determination

	EB			WB			NB			SB		
Adj. flow rate		2206		13	1506		272	0	43		0	
Lane group cap.		2376		69	2401		443		396			
v/c ratio		0.93		0.19	0.63		0.61		0.11			
Green ratio		0.66		0.66	0.66		0.25	0.00	0.25		0.00	
Unif. delay d_1		16.2		7.1	10.7		36.9		32.2			
Delay factor k		0.50		0.50	0.50		0.20		0.11			
Increm. delay d_2		7.9		6.0	1.3		2.5		0.1			
PF factor		1.000		1.000	1.000		1.000		1.000			
Control delay		24.1		13.1	11.9		39.4		32.3			
Lane group LOS		C		B	B		D		C			
Apprch. delay	24.1			11.9			38.4					
Approach LOS	C			B			D					
Intersec. delay	20.6			Intersection LOS						C		

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SHORT REPORT

General Information		Site Information	
Analyst	RPE/TAP	Intersection	US 1 & Cross Street
Agency or Co.		Area Type	All other areas
Date Performed	1/10/2006	Jurisdiction	
Time Period	PM Peak	Analysis Year	2007 Without Site

Volume and Timing Input

	EB			WB			NB			SB		
	LT	TH	RT	LT	TH	RT	LT	TH	RT	LT	TH	RT
Num. of Lanes	0	2	0	1	2	0	1	0	1	0	0	0
Lane Group		TR		L	T		L		R			
Volume (vph)		1956	217	12	1420		196		43			
% Heavy veh	0	0	0	0	0	0	0	0	0	0	0	0
PHF	0.90	0.94	0.94	0.93	0.93	0.90	0.72	0.90	0.72	0.90	0.90	0.90
Actuated (P/A)		P	P	P	P		A		A			
Startup lost time		2.0		2.0	2.0		2.0	2.0	2.0		2.0	
Ext. eff. green		2.0		2.0	2.0		2.0	2.0	2.0		2.0	
Arrival type		3		3	3		3	3	3		3	
Unit Extension		3.0		3.0	3.0		3.0	3.0	3.0		3.0	
Ped/Bike/RTOR Volume	0	0	77	0	0	0	0	0	12	0	0	0
Lane Width		12.0		12.0	12.0		12.0	12.0	12.0		12.0	
Parking/Grade/Parking	N	0	N	N	0	N	N	0	N	N	0	N
Parking/hr												
Bus stops/hr		0		0	0		0	0	0		0	
Unit Extension		3.0		3.0	3.0		3.0	3.0	3.0		3.0	

Phasing	EW Perm	02	03	04	NB Only	06	07	08
Timing	G = 73.0	G =	G =	G =	G = 27.0	G =	G =	G =
	Y = 5	Y =	Y =	Y =	Y = 5	Y =	Y =	Y =
Duration of Analysis (hrs) = 0.25						Cycle Length C = 110.0		

Lane Group Capacity, Control Delay, and LOS Determination

	EB			WB			NB			SB		
Adj. flow rate		2232		13	1525		273	0	43		0	
Lane group cap.		2376		69	2401		443		396			
v/c ratio		0.94		0.19	0.64		0.62		0.11			
Green ratio		0.66		0.66	0.66		0.25	0.00	0.25		0.00	
Unif. delay d_1		16.5		7.1	10.8		36.9		32.2			
Delay factor k		0.50		0.50	0.50		0.20		0.11			
Increm. delay d_2		8.9		6.0	1.3		2.6		0.1			
PF factor		1.000		1.000	1.000		1.000		1.000			
Control delay		25.4		13.1	12.1		39.5		32.3			
Lane group LOS		C		B	B		D		C			
Apprch. delay	25.4			12.1			38.5					
Approach LOS	C			B			D					
Intersec. delay	21.4			Intersection LOS						C		

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SHORT REPORT

General Information		Site Information	
Analyst	RPE/TAP	Intersection	US 1 & Cross Street
Agency or Co.		Area Type	All other areas
Date Performed	1/10/2006	Jurisdiction	
Time Period	PM Peak	Analysis Year	2007 With Site

Volume and Timing Input

	EB			WB			NB			SB		
	LT	TH	RT	LT	TH	RT	LT	TH	RT	LT	TH	RT
Num. of Lanes	0	2	0	1	2	0	1	0	1	0	0	0
Lane Group		TR		L	T		L		R			
Volume (vph)		1976	217	12	1438		196		43			
% Heavy veh	0	0	0	0	0	0	0	0	0	0	0	0
PHF	0.90	0.94	0.94	0.93	0.93	0.90	0.72	0.90	0.72	0.90	0.90	0.90
Actuated (P/A)		P	P	P	P		A		A			
Startup lost time		2.0		2.0	2.0		2.0	2.0	2.0		2.0	
Ext. eff. green		2.0		2.0	2.0		2.0	2.0	2.0		2.0	
Arrival type		3		3	3		3	3	3		3	
Unit Extension		3.0		3.0	3.0		3.0	3.0	3.0		3.0	
Ped/Bike/RTOR Volume	0	0	77	0	0	0	0	0	12	0	0	0
Lane Width		12.0		12.0	12.0		12.0	12.0	12.0		12.0	
Parking/Grade/Parking	N	0	N	N	0	N	N	0	N	N	0	N
Parking/hr												
Bus stops/hr		0		0	0		0	0	0		0	
Unit Extension		3.0		3.0	3.0		3.0	3.0	3.0		3.0	

Phasing	EW Perm	02	03	04	NB Only	06	07	08
Timing	G = 73.0	G =	G =	G =	G = 27.0	G =	G =	G =
	Y = 5	Y =	Y =	Y =	Y = 5	Y =	Y =	Y =
Duration of Analysis (hrs) = 0.25					Cycle Length C = 110.0			

Lane Group Capacity, Control Delay, and LOS Determination

	EB			WB			NB			SB		
Adj. flow rate		2253		13	1545		273	0	43		0	
Lane group cap.		2377		69	2401		443		396			
v/c ratio		0.95		0.19	0.64		0.62		0.11			
Green ratio		0.66		0.66	0.66		0.25	0.00	0.25		0.00	
Unif. delay d_1		16.8		7.1	10.9		36.9		32.2			
Delay factor k		0.50		0.50	0.50		0.20		0.11			
Increm. delay d_2		9.7		6.0	1.3		2.6		0.1			
PF factor		1.000		1.000	1.000		1.000		1.000			
Control delay		26.5		13.1	12.2		39.5		32.3			
Lane group LOS		C		B	B		D		C			
Apprch. delay	26.5			12.2			38.5					
Approach LOS	C			B			D					
Intersec. delay	22.0			Intersection LOS						C		

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SHORT REPORT

General Information		Site Information	
Analyst	RPE/TAP	Intersection	US 1 & College Road
Agency or Co.		Area Type	All other areas
Date Performed	1/10/2006	Jurisdiction	
Time Period	PM Peak	Analysis Year	2005 Peak Season

Volume and Timing Input

	EB			WB			NB			SB		
	LT	TH	RT	LT	TH	RT	LT	TH	RT	LT	TH	RT
Num. of Lanes	1	2	0	0	2	1	0	0	0	1	0	1
Lane Group	L	T			T	R				L		R
Volume (vph)	186	2210			1635	31				125		221
% Heavy veh	0	0	0	0	0	0	0	0	0	0	0	0
PHF	0.86	0.86	0.90	0.90	0.91	0.91	0.90	0.90	0.90	0.79	0.90	0.79
Actuated (P/A)	A	P			P	P				A		A
Startup lost time	2.0	2.0			2.0	2.0		2.0		2.0	2.0	2.0
Ext. eff. green	2.0	2.0			2.0	2.0		2.0		2.0	2.0	2.0
Arrival type	3	3			3	3		3		3	3	3
Unit Extension	3.0	3.0			3.0	3.0		3.0		3.0	3.0	3.0
Ped/Bike/RTOR Volume	0	0	0	0	0	13	0	0	0	0	0	94
Lane Width	12.0	12.0			12.0	12.0		12.0		12.0	12.0	12.0
Parking/Grade/Parking	N	0	N	N	0	N	N	0	N	N	0	N
Parking/hr												
Bus stops/hr	0	0			0	0		0		0	0	0
Unit Extension	3.0	3.0			3.0	3.0		3.0		3.0	3.0	3.0

Phasing	EB Only	EW Perm	03	04	SB Only	06	07	08
Timing	G = 20.0	G = 77.0	G =	G =	G = 23.0	G =	G =	G =
	Y = 4.5	Y = 5	Y =	Y =	Y = 6	Y =	Y =	Y =

Duration of Analysis (hrs) = 0.25 | Cycle Length C = 135.5

Lane Group Capacity, Control Delay, and LOS Determination

	EB			WB			NB			SB		
Adj. flow rate	216	2564			1795	20		0		159	0	162
Lane group cap.	322	2710			2056	918				306		584
v/c ratio	0.67	0.95			0.87	0.02				0.52		0.28
Green ratio	0.75	0.75			0.57	0.57		0.00		0.17	0.00	0.36
Unif. delay d_1	41.4	14.6			25.1	12.8				51.2		30.7
Delay factor k	0.24	0.50			0.50	0.50				0.13		0.11
Increm. delay d_2	5.3	8.6			5.5	0.0				1.6		0.3
PF factor	1.000	1.000			1.000	1.000				1.000		1.000
Control delay	46.8	23.3			30.6	12.8				52.8		30.9
Lane group LOS	D	C			C	B				D		C
Apprch. delay	25.1			30.4						41.8		
Approach LOS	C			C						D		
Intersec. delay	28.1			Intersection LOS						C		

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SHORT REPORT

General Information		Site Information	
Analyst	RPE/TAP	Intersection	US 1 & College Road
Agency or Co.		Area Type	All other areas
Date Performed	1/10/2006	Jurisdiction	
Time Period	PM Peak	Analysis Year	2007 Without Site

Volume and Timing Input

	EB			WB			NB			SB		
	LT	TH	RT	LT	TH	RT	LT	TH	RT	LT	TH	RT
Num. of Lanes	1	2	0	0	2	1	0	0	0	1	0	1
Lane Group	L	T			T	R				L		R
Volume (vph)	187	2238			1655	31				126		222
% Heavy veh	0	0	0	0	0	0	0	0	0	0	0	0
PHF	0.86	0.86	0.90	0.90	0.91	0.91	0.90	0.90	0.90	0.79	0.90	0.79
Actuated (P/A)	A	P			P	P				A		A
Startup lost time	2.0	2.0			2.0	2.0		2.0		2.0	2.0	2.0
Ext. eff. green	2.0	2.0			2.0	2.0		2.0		2.0	2.0	2.0
Arrival type	3	3			3	3		3		3	3	3
Unit Extension	3.0	3.0			3.0	3.0		3.0		3.0	3.0	3.0
Ped/Bike/RTOR Volume	0	0	0	0	0	13	0	0	0	0	0	94
Lane Width	12.0	12.0			12.0	12.0		12.0		12.0	12.0	12.0
Parking/Grade/Parking	N	0	N	N	0	N	N	0	N	N	0	N
Parking/hr												
Bus stops/hr	0	0			0	0		0		0	0	0
Unit Extension	3.0	3.0			3.0	3.0		3.0		3.0	3.0	3.0

Phasing	EB Only	EW Perm	03	04	SB Only	06	07	08
Timing	G = 20.0	G = 77.0	G =	G =	G = 23.0	G =	G =	G =
	Y = 4.5	Y = 5	Y =	Y =	Y = 6	Y =	Y =	Y =

Duration of Analysis (hrs) = 0.25 | Cycle Length C = 135.5

Lane Group Capacity, Control Delay, and LOS Determination

	EB			WB			NB			SB		
Adj. flow rate	217	2596			1817	20		0		160	0	163
Lane group cap.	322	2710			2056	918				306		584
v/c ratio	0.67	0.96			0.88	0.02				0.52		0.28
Green ratio	0.75	0.75			0.57	0.57		0.00		0.17	0.00	0.36
Unif. delay d_1	41.7	15.1			25.4	12.8				51.3		30.7
Delay factor k	0.25	0.50			0.50	0.50				0.13		0.11
Increm. delay d_2	5.5	9.9			6.0	0.0				1.6		0.3
PF factor	1.000	1.000			1.000	1.000				1.000		1.000
Control delay	47.2	25.0			31.3	12.8				52.9		31.0
Lane group LOS	D	C			C	B				D		C
Apprch. delay	26.7			31.1						41.8		
Approach LOS	C			C						D		
Intersec. delay	29.3			Intersection LOS						C		

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SHORT REPORT

General Information		Site Information	
Analyst	RPE/TAP	Intersection	US 1 & College Road
Agency or Co.		Area Type	All other areas
Date Performed	1/10/2006	Jurisdiction	
Time Period	PM Peak	Analysis Year	2007 With Site

Volume and Timing Input

	EB			WB			NB			SB		
	LT	TH	RT	LT	TH	RT	LT	TH	RT	LT	TH	RT
Num. of Lanes	1	2	0	0	2	1	0	0	0	1	0	1
Lane Group	L	T			T	R				L		R
Volume (vph)	187	2258			1673	31				126		222
% Heavy veh	0	0	0	0	0	0	0	0	0	0	0	0
PHF	0.86	0.86	0.90	0.90	0.91	0.91	0.90	0.90	0.90	0.79	0.90	0.79
Actuated (P/A)	A	P			P	P				A		A
Startup lost time	2.0	2.0			2.0	2.0		2.0		2.0	2.0	2.0
Ext. eff. green	2.0	2.0			2.0	2.0		2.0		2.0	2.0	2.0
Arrival type	3	3			3	3		3		3	3	3
Unit Extension	3.0	3.0			3.0	3.0		3.0		3.0	3.0	3.0
Ped/Bike/RTOR Volume	0	0	0	0	0	13	0	0	0	0	0	94
Lane Width	12.0	12.0			12.0	12.0		12.0		12.0	12.0	12.0
Parking/Grade/Parking	N	0	N	N	0	N	N	0	N	N	0	N
Parking/hr												
Bus stops/hr	0	0			0	0		0		0	0	0
Unit Extension	3.0	3.0			3.0	3.0		3.0		3.0	3.0	3.0

Phasing	EB Only	EW Perm	03	04	SB Only	06	07	08
Timing	G = 20.0	G = 77.0	G =	G =	G = 23.0	G =	G =	G =
	Y = 4.5	Y = 5	Y =	Y =	Y = 6	Y =	Y =	Y =

Duration of Analysis (hrs) = 0.25 | Cycle Length C = 135.5

Lane Group Capacity, Control Delay, and LOS Determination

	EB			WB			NB			SB		
Adj. flow rate	217	2619			1836	20		0		160	0	163
Lane group cap.	322	2710			2056	918				306		584
v/c ratio	0.67	0.97			0.89	0.02				0.52		0.28
Green ratio	0.75	0.75			0.57	0.57		0.00		0.17	0.00	0.36
Unif. delay d_1	41.9	15.5			25.6	12.8				51.3		30.7
Delay factor k	0.25	0.50			0.50	0.50				0.13		0.11
Increm. delay d_2	5.5	11.0			6.4	0.0				1.6		0.3
PF factor	1.000	1.000			1.000	1.000				1.000		1.000
Control delay	47.4	26.5			32.1	12.8				52.9		31.0
Lane group LOS	D	C			C	B				D		C
Apprch. delay	28.1			31.9						41.8		
Approach LOS	C			C						D		
Intersec. delay	30.4			Intersection LOS						C		

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SHORT REPORT

General Information		Site Information	
Analyst	RPE/TAP	Intersection	US 1 & Roosevelt Blvd.
Agency or Co.		Area Type	All other areas
Date Performed	1/10/2006	Jurisdiction	
Time Period	PM Peak	Analysis Year	2005 Peak Season

Volume and Timing Input

	EB			WB			NB			SB		
	LT	TH	RT	LT	TH	RT	LT	TH	RT	LT	TH	RT
Num. of Lanes	0	0	0	2	0	1	0	1	1	2	1	0
Lane Group				L		R		T	R	L	T	
Volume (vph)				664		1146		141	1340	1347	197	
% Heavy veh	0	0	0	2	0	2	0	2	2	2	2	0
PHF	0.90	0.90	0.90	0.92	0.90	0.92	0.90	0.92	0.92	0.92	0.92	0.90
Actuated (P/A)				A		A		A	A	P	P	
Startup lost time		2.0		2.0	2.0	2.0		2.0	2.0	2.0	2.0	
Ext. eff. green		2.0		2.0	2.0	2.0		2.0	2.0	2.0	2.0	
Arrival type		3		3	3	3		3	3	3	3	
Unit Extension		3.0		3.0	3.0	3.0		3.0	3.0	3.0	3.0	
Ped/Bike/RTOR Volume	0	0	0	0	0	616	0	0	815	0	0	0
Lane Width		12.0		12.0	12.0	12.0		12.0	12.0	12.0	12.0	
Parking/Grade/Parking	N	0	N	N	0	N	N	0	N	N	0	N
Parking/hr												
Bus stops/hr		0		0	0	0		0	0	0	0	
Unit Extension		3.0		3.0	3.0	3.0		3.0	3.0	3.0	3.0	

Phasing	WB Only	02	03	04	SB Only	NB Only	07	08
Timing	G = 30.0	G =	G =	G =	G = 46.0	G = 20.0	G =	G =
	Y = 4	Y =	Y =	Y =	Y = 3	Y = 4	Y =	Y =

Duration of Analysis (hrs) = 0.25 | Cycle Length C = 107.0

Lane Group Capacity, Control Delay, and LOS Determination

	EB			WB			NB			SB		
Adj. flow rate		0		722	0	576		153	571	1464	214	
Lane group cap.				964		1583		348	799	1478	801	
v/c ratio				0.75		0.36		0.44	0.71	0.99	0.27	
Green ratio		0.00		0.28	0.00	1.00		0.19	0.50	0.43	0.43	
Unif. delay d_1				35.1		0.0		38.5	20.5	30.3	19.6	
Delay factor k				0.30		0.11		0.11	0.28	0.50	0.50	
Increm. delay d_2				3.3		0.1		0.9	3.1	21.3	0.8	
PF factor				1.000		0.950		1.000	1.000	1.000	1.000	
Control delay				38.4		0.1		39.4	23.6	51.5	20.5	
Lane group LOS				D		A		D	C	D	C	
Apprch. delay				21.4			26.9			47.6		
Approach LOS				C			C			D		
Intersec. delay	34.4			Intersection LOS						C		

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SHORT REPORT

General Information		Site Information	
Analyst	RPE/TAP	Intersection	US 1 & Roosevelt Blvd.
Agency or Co.		Area Type	All other areas
Date Performed	1/10/2006	Jurisdiction	
Time Period	PM Peak	Analysis Year	2007 Without Site

Volume and Timing Input

	EB			WB			NB			SB		
	LT	TH	RT	LT	TH	RT	LT	TH	RT	LT	TH	RT
Num. of Lanes	0	0	0	2	0	1	0	1	1	2	1	0
Lane Group				L		R		T	R	L	T	
Volume (vph)				671		1158		142	1354	1361	198	
% Heavy veh	0	0	0	2	0	2	0	2	2	2	2	0
PHF	0.90	0.90	0.90	0.92	0.90	0.92	0.90	0.92	0.92	0.92	0.92	0.90
Actuated (P/A)				A		A		A	A	P	P	
Startup lost time		2.0		2.0	2.0	2.0		2.0	2.0	2.0	2.0	
Ext. eff. green		2.0		2.0	2.0	2.0		2.0	2.0	2.0	2.0	
Arrival type		3		3	3	3		3	3	3	3	
Unit Extension		3.0		3.0	3.0	3.0		3.0	3.0	3.0	3.0	
Ped/Bike/RTOR Volume	0	0	0	0	0	616	0	0	815	0	0	0
Lane Width		12.0		12.0	12.0	12.0		12.0	12.0	12.0	12.0	
Parking/Grade/Parking	N	0	N	N	0	N	N	0	N	N	0	N
Parking/hr												
Bus stops/hr		0		0	0	0		0	0	0	0	
Unit Extension		3.0		3.0	3.0	3.0		3.0	3.0	3.0	3.0	

Phasing	WB Only	02	03	04	SB Only	NB Only	07	08
Timing	G = 30.0	G =	G =	G =	G = 46.0	G = 20.0	G =	G =
	Y = 4	Y =	Y =	Y =	Y = 3	Y = 4	Y =	Y =
Duration of Analysis (hrs) = 0.25						Cycle Length C = 107.0		

Lane Group Capacity, Control Delay, and LOS Determination

	EB			WB			NB			SB		
Adj. flow rate		0		729	0	589		154	586	1479	215	
Lane group cap.				964		1583		348	799	1478	801	
v/c ratio				0.76		0.37		0.44	0.73	1.00	0.27	
Green ratio		0.00		0.28	0.00	1.00		0.19	0.50	0.43	0.43	
Unif. delay d_1				35.2		0.0		38.6	20.8	30.5	19.7	
Delay factor k				0.31		0.11		0.11	0.29	0.50	0.50	
Increm. delay d_2				3.5		0.1		0.9	3.5	23.6	0.8	
PF factor				1.000		0.950		1.000	1.000	1.000	1.000	
Control delay				38.6		0.1		39.5	24.4	54.1	20.5	
Lane group LOS				D		A		D	C	D	C	
Apprch. delay				21.4			27.5			49.8		
Approach LOS				C			C			D		
Intersec. delay	35.4			Intersection LOS						D		

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SHORT REPORT

General Information		Site Information	
Analyst	RPE/TAP	Intersection	US 1 & Roosevelt Blvd.
Agency or Co.		Area Type	All other areas
Date Performed	1/10/2006	Jurisdiction	
Time Period	PM Peak	Analysis Year	2007 With Site

Volume and Timing Input

	EB			WB			NB			SB		
	LT	TH	RT	LT	TH	RT	LT	TH	RT	LT	TH	RT
Num. of Lanes	0	0	0	2	0	1	0	1	1	2	1	0
Lane Group				L		R		T	R	L	T	
Volume (vph)				679		1168		142	1363	1372	198	
% Heavy veh	0	0	0	2	0	2	0	2	2	2	2	0
PHF	0.90	0.90	0.90	0.92	0.90	0.92	0.90	0.92	0.92	0.92	0.92	0.90
Actuated (P/A)				A		A		A	A	P	P	
Startup lost time		2.0		2.0	2.0	2.0		2.0	2.0	2.0	2.0	
Ext. eff. green		2.0		2.0	2.0	2.0		2.0	2.0	2.0	2.0	
Arrival type		3		3	3	3		3	3	3	3	
Unit Extension		3.0		3.0	3.0	3.0		3.0	3.0	3.0	3.0	
Ped/Bike/RTOR Volume	0	0	0	0	0	616	0	0	815	0	0	0
Lane Width		12.0		12.0	12.0	12.0		12.0	12.0	12.0	12.0	
Parking/Grade/Parking	N	0	N	N	0	N	N	0	N	N	0	N
Parking/hr												
Bus stops/hr		0		0	0	0		0	0	0	0	
Unit Extension		3.0		3.0	3.0	3.0		3.0	3.0	3.0	3.0	

Phasing	WB Only	02	03	04	SB Only	NB Only	07	08
Timing	G = 30.0	G =	G =	G =	G = 46.0	G = 20.0	G =	G =
	Y = 4	Y =	Y =	Y =	Y = 3	Y = 4	Y =	Y =
Duration of Analysis (hrs) = 0.25						Cycle Length C = 107.0		

Lane Group Capacity, Control Delay, and LOS Determination

	EB			WB			NB			SB		
Adj. flow rate		0		738	0	600		154	596	1491	215	
Lane group cap.				964		1583		348	799	1478	801	
v/c ratio				0.77		0.38		0.44	0.75	1.01	0.27	
Green ratio		0.00		0.28	0.00	1.00		0.19	0.50	0.43	0.43	
Unif. delay d_1				35.3		0.0		38.6	21.1	30.5	19.7	
Delay factor k				0.32		0.11		0.11	0.30	0.50	0.50	
Increm. delay d_2				3.7		0.2		0.9	3.9	25.6	0.8	
PF factor				1.000		0.950		1.000	1.000	1.000	1.000	
Control delay				39.0		0.2		39.5	24.9	56.1	20.5	
Lane group LOS				D		A		D	C	E	C	
Apprch. delay				21.6			27.9			51.6		
Approach LOS				C			C			D		
Intersec. delay	36.3			Intersection LOS						D		

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SHORT REPORT

General Information		Site Information	
Analyst	RPE/TAP	Intersection	US 1 & Roosevelt Blvd.
Agency or Co.		Area Type	All other areas
Date Performed	1/10/2006	Jurisdiction	
Time Period	PM Peak	Analysis Year	2007 With Site With New Timing

Volume and Timing Input

	EB			WB			NB			SB		
	LT	TH	RT	LT	TH	RT	LT	TH	RT	LT	TH	RT
Num. of Lanes	0	0	0	2	0	1	0	1	1	2	1	0
Lane Group				L		R		T	R	L	T	
Volume (vph)				679		1168		142	1363	1372	198	
% Heavy veh	0	0	0	2	0	2	0	2	2	2	2	0
PHF	0.90	0.90	0.90	0.92	0.90	0.92	0.90	0.92	0.92	0.92	0.92	0.90
Actuated (P/A)				A		A		A	A	P	P	
Startup lost time		2.0		2.0	2.0	2.0		2.0	2.0	2.0	2.0	
Ext. eff. green		2.0		2.0	2.0	2.0		2.0	2.0	2.0	2.0	
Arrival type		3		3	3	3		3	3	3	3	
Unit Extension		3.0		3.0	3.0	3.0		3.0	3.0	3.0	3.0	
Ped/Bike/RTOR Volume	0	0	0	0	0	616	0	0	815	0	0	0
Lane Width		12.0		12.0	12.0	12.0		12.0	12.0	12.0	12.0	
Parking/Grade/Parking	N	0	N	N	0	N	N	0	N	N	0	N
Parking/hr												
Bus stops/hr		0		0	0	0		0	0	0	0	
Unit Extension		3.0		3.0	3.0	3.0		3.0	3.0	3.0	3.0	

Phasing	WB Only	02	03	04	SB Only	NB Only	07	08
Timing	G = 28.0	G =	G =	G =	G = 49.0	G = 20.0	G =	G =
	Y = 4	Y =	Y =	Y =	Y = 3	Y = 4	Y =	Y =
Duration of Analysis (hrs) = 0.25						Cycle Length C = 108.0		

Lane Group Capacity, Control Delay, and LOS Determination

	EB			WB			NB			SB		
Adj. flow rate		0		738	0	600		154	596	1491	215	
Lane group cap.				891		1583		345	762	1559	845	
v/c ratio				0.83		0.38		0.45	0.78	0.96	0.25	
Green ratio		0.00		0.26	0.00	1.00		0.19	0.48	0.45	0.45	
Unif. delay d_1				37.7		0.0		39.1	23.3	28.5	18.2	
Delay factor k				0.37		0.11		0.11	0.33	0.50	0.50	
Increm. delay d_2				6.6		0.2		0.9	5.3	14.5	0.7	
PF factor				1.000		0.950		1.000	1.000	1.000	1.000	
Control delay				44.3		0.2		40.0	28.6	43.0	18.9	
Lane group LOS				D		A		D	C	D	B	
Apprch. delay				24.5			30.9			40.0		
Approach LOS				C			C			D		
Intersec. delay	32.7			Intersection LOS						C		

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FDOT GENERALIZED TABLES
SEASONAL DATA

TABLE 4 – 5
GENERALIZED **PEAK HOUR TWO-WAY** VOLUMES FOR FLORIDA'S **AREAS TRANSITIONING INTO URBANIZED AREAS** OR **AREAS OVER 5,000 NOT IN URBANIZED AREAS***

UNINTERRUPTED FLOW HIGHWAYS

Lanes	Divided	Level of Service A	B	C	D	E
2	Undivided	180	600	1,130	1,590	2,180
4	Divided	1,790	2,900	4,190	5,420	6,160
6	Divided	2,680	4,340	6,280	8,130	9,240

STATE TWO-WAY ARTERIALS

Class I (>0.00 to 1.99 signalized intersections per mile)

Lanes	Divided	Level of Service A	B	C	D	E
2	Undivided	**	390	1,260	1,490	1,560
4	Divided	440	2,680	3,150	3,290	***
6	Divided	670	4,110	4,730	4,930	***

Class II (2.00 to 4.50 signalized intersections per mile)

Lanes	Divided	Level of Service A	B	C	D	E
2	Undivided	**	**	1,010	1,390	1,470
4	Divided	**	360	2,340	2,940	3,090
6	Divided	**	580	3,640	4,420	4,650

Class III (more than 4.5 signalized intersections per mile)

Lanes	Divided	Level of Service A	B	C	D	E
2	Undivided	**	**	480	1,130	1,400
4	Divided	**	**	1,130	2,610	2,960
6	Divided	**	**	1,770	4,040	4,450

NON-STATE ROADWAYS

Major City/County Roadways

Lanes	Divided	Level of Service A	B	C	D	E
2	Undivided	**	**	670	1,300	1,400
4	Divided	**	**	1,570	2,810	2,970
6	Divided	**	**	2,470	4,230	4,460

Other Signalized Roadways
(signalized intersection analysis)

Lanes	Divided	Level of Service A	B	C	D	E
2	Undivided	**	**	430	900	1,150
4	Divided	**	**	990	1,940	2,300

Source: Florida Department of Transportation 02/22/02
Systems Planning Office
605 Suwannee Street, MS 19
Tallahassee, FL 32399-0450
http://www11.myflorida.com/planning/systems/sm/los/default.htm

FREEWAYS

Lanes	Level of Service A	B	C	D	E
4	2,350	3,870	5,250	6,220	6,910
6	3,640	5,980	8,110	9,600	10,670
8	4,910	8,090	10,960	12,980	14,440
10	6,180	10,180	13,840	16,380	18,200

BICYCLE MODE

(**Note:** Level of service for the bicycle mode in this table is based on roadway geometrics at 40 mph posted speed and traffic conditions, not number of bicyclists using the facility.) (Multiply motorized vehicle volumes shown below by number of directional roadway lanes to determine two-way maximum service volumes.)

Paved Shoulder Bicycle Lane Coverage	Level of Service A	B	C	D	E
0-49%	**	180	310	1,310	>1,310
50-84%	**	240	390	>390	***
85-100%	310	680	>680	***	***

PEDESTRIAN MODE

(**Note:** Level of service for the pedestrian mode in this table is based on roadway geometric at 40 mph posted speed and traffic conditions, not number of pedestrians using the facility.) (Multiply motorized vehicle volumes shown by number of directional roadway lanes to determine two-way maximum service volumes.)

Sidewalk Coverage	Level of Service A	B	C	D	E
0-49%	**	**	**	600	1,480
50-84%	**	**	**	940	1,800
85-100%	**	210	1,080	>1,080	***

ARTERIAL/NON-STATE ROADWAY ADJUSTMENTS
DIVIDED/UNDIVIDED

Lanes	Median	Left Turn Lanes	Adjustment Factors
2	Divided	Yes	+5%
2	Undivided	No	-20%
Multi	Undivided	Yes	-5%
Multi	Undivided	No	-25%

ONE-WAY FACILITIES

Decrease corresponding two-directional volumes in this table by 40% to obtain the equivalent one directional volume for one-way facilities.

*This table does not constitute a standard and should be used only for general planning applications. The computer models from which this table is derived should be used for more specific planning applications The table and deriving computer models should not be used for corridor or intersection design, where more refined techniques exist. Values shown are hourly two-way volumes for levels of service and are for the automobile/truck modes unless specifically stated. Level of service letter grade thresholds are probably not comparable across modes and, therefore, cross modal comparisons should be made with caution. Furthermore, combining levels of service of different modes into one overall roadway level of service is not recommended. The table's input value defaults and level of service criteria appear on the following page. Calculations are based on planning applications of the Highway Capacity Manual, Bicycle LOS Model, and Pedestrian LOS Model, respectively for the automobile/truck, bicycle and pedestrian modes.
**Cannot be achieved using table input value defaults.
***Not applicable for the level of service letter grade. For automobile/truck modes, volumes greater than level of service D become F because intersection capacities have been reached. For bicycle and pedestrian modes, the level of service letter grade (including F) is not achievable, because there is no maximum vehicle volume threshold using table input value defaults.

TABLE 4 – 5 (continued)

GENERALIZED **PEAK HOUR TWO-WAY** VOLUMES FOR FLORIDA'S

AREAS TRANSITIONING INTO URBANIZED AREAS OR **AREAS OVER 5,000 NOT IN URBANIZED AREAS**

INPUT VALUE ASSUMPTIONS

	UNINTERRUPTED FLOW FACILITIES		
	Freeways	Highways	
ROADWAY CHARACATERISTICS	Class II		
Number of through lanes	4 - 10	2	4 - 6
Posted speed (mph)	70	50	50
Free flow speed (mph)	75	55	55
Basic segment length (mi)	3		
Interchange spacing per mile	4		
Median (n,y)		n	y
Left turn lanes (n,y)		y	y
Terrain (r,l)	l	l	l
% no passing		60	
TRAFFIC CHARACTERISTICS			
Planning analysis hour factor (K)	0.100	0.096	0.096
Directional distribution factor (D)	0.55	0.55	0.55
Peak hour factor (PHF)	0.95	0.910	0.910
Base capacity (pcphpl)		1700	2100
Heavy vehicle percent	9.0	4.0	4.0
Local adjustment factor	0.95	0.95	0.95

	INTERRUPTED FLOW FACILITIES										
	State Arterials						Non-State Roadways			Bicycle	Pedestrian
ROADWAY CHARACTERISTICS	Class I		Class II		Class III		Major City/County		Other Signalized	Class II	Class II
Number of through lanes	2	4 - 6	2	4 - 6	2	4 - 6	2	4 - 6	2 - 4	4	4
Posted speed (mph)	45	50	45	45	35	35	40	40		40	40
Free flow speed (mph)	50	55	50	50	40	40	45	45		45	45
Median type (n,rr,t)	n	r	n	r	n	r	n	r		r	r
Left turn lanes (n,y)	y	y	y	y	y	y	y	y	y	y	y
Paved shoulder/bicycle lane (n,y)										n,50%,y	n
Outside lane width (n,t,w)										t	t
Pavement condition (n,t,d)										t	
Sidewalk (n,y)											n,50%,y
Sidewalk/roadway separation (n,t,w)											t
Sidewalk/roadway protective barrier (n,y)											n
TRAFFIC CHARACTERISTICS											
Planning analysis hour factor (K)	0.096	0.096	0.096	0.096	0.096	0.096	0.096	0.096	0.096	0.096	0.096
Directional distribution factor (D)	0.55	0.55	0.55	0.55	0.55	0.55	0.55	0.55	0.55	0.55	0.55
Peak hour factor (PHF)	0.910	0.910	0.910	0.910	0.910	0.910	0.910	0.910	0.910	0.910	0.910
Base saturation flow rate (pcphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Heavy vehicle percent	3.0	3.0	3.0	3.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0
Local adjustment factor	0.98	0.98	0.95	0.95	0.92	0.92	0.95	0.95	0.92	0.95	0.95
% turns from exclusive turn lanes	12	12	12	12	12	12	14	14	16	12	12
CONTROL CHARACTERISTICS											
Signalized intersections per mile	1.5	1.0	3.0	3.0	5.0	5.0	3.0	3.0		3.0	3.0
Arrival type (1-6)	3	3	4	4	4	4	4	4	3	4	4
Signal type (a,s,f)	s	a	s	s	s	s	s	s	s	s	s
Cycle length (C)	120	120	120	120	120	120	120	120	120	120	120
Effective green ratio (g/C)	0.44	0.44	0.44	0.44	0.44	0.44	0.41	0.41	0.31	0.44	0.44

LEVEL OF SERVICE THRESHOLDS

	Freeways		Highways			State Two-Way Arterials			Non-State Roadways		Bicycle	Pedestrian
Level of Service	Class II v/c	Class II Density	Two-Lane % FFS	Multilane v/c	Multilane Density	Class I ATS	Class II ATS	Class III ATS	Major City/County ATS	Other Signalized Control Delay	Score	Score
A	≤ 0.34	≤ 11	> 0.917	≤ 0.29	≤ 11	> 42 mph	> 35 mph	> 30 mph	> 35 mph	≤ 10 sec	≤ 1.5	≤ 1.5
B	≤ 0.56	≤ 18	> 0.833	≤ 0.47	≤ 18	> 34 mph	> 28 mph	> 24 mph	> 28 mph	≤ 20 sec	≤2.5	≤ 2.5
C	≤ 0.76	≤ 26	> 0.750	≤ 0.68	≤ 26	> 27 mph	> 22 mph	> 18 mph	> 22 mph	≤ 35 sec	≤3.5	≤ 3.5
D	≤ 0.90	≤ 35	> 0.667	≤ 0.88	≤ 35	> 21 mph	> 17 mph	> 14 mph	> 17 mph	≤ 55 sec	≤4.5	≤ 4.5
E	≤ 1.00	≤ 45	> 0.583	≤1.00	≤ 41	> 16 mph	> 13 mph	> 10 mph	> 13 mph	≤ 80 sec	≤ 5.5	≤ 5.5
F	> 1.00	> 45	≤ 0.583	>1.00	> 41	≤ 16 mph	≤ 13 mph	≤ 10 mph	≤ 13 mph	> 80 sec	>5.5	> 5.5

v/c = Demand to Capacity Ratio % FFS = Percent Free Flow Speed ATS = Average Travel Speed

02/22/02

Print Date: May/17/2005

Florida Department of Transportation
Transportation Statistics Office

2004 Peak Season Factor Category Report

MONROE COUNTYWIDE
Category: 9000

MOCF = 0.89

	Week	Dates	SF		PSCF
	1	01/01/2004 - 01/03/2004	1.05		1.18
	2	01/04/2004 - 01/10/2004	1.01		1.13
	3	01/11/2004 - 01/17/2004	0.97		1.09
	4	01/18/2004 - 01/24/2004	0.95		1.07
*	5	01/25/2004 - 01/31/2004	0.93		1.04
*	6	02/01/2004 - 02/07/2004	0.92		1.03
*	7	02/08/2004 - 02/14/2004	0.90		1.01
*	8	02/15/2004 - 02/21/2004	0.88		0.99
*	9	02/22/2004 - 02/28/2004	0.87		0.98
*	10	02/29/2004 - 03/06/2004	0.86		0.97
*	11	03/07/2004 - 03/13/2004	0.86	Peak	0.97
*	12	03/14/2004 - 03/20/2004	0.85	←	0.96
*	13	03/21/2004 - 03/27/2004	0.87		0.98
*	14	03/28/2004 - 04/03/2004	0.89		1.00
*	15	04/04/2004 - 04/10/2004	0.91		1.02
*	16	04/11/2004 - 04/17/2004	0.92		1.03
*	17	04/18/2004 - 04/24/2004	0.94		1.06
	18	04/25/2004 - 05/01/2004	0.95		1.07
	19	05/02/2004 - 05/08/2004	0.96		1.08
	20	05/09/2004 - 05/15/2004	0.98		1.10
	21	05/16/2004 - 05/22/2004	0.98		1.10
	22	05/23/2004 - 05/29/2004	0.98		1.10
	23	05/30/2004 - 06/05/2004	0.98		1.10
	24	06/06/2004 - 06/12/2004	0.98		1.10
	25	06/13/2004 - 06/19/2004	0.99		1.11
	26	06/20/2004 - 06/26/2004	0.98		1.10
	27	06/27/2004 - 07/03/2004	0.97		1.09
	28	07/04/2004 - 07/10/2004	0.96		1.08
	29	07/11/2004 - 07/17/2004	0.96		1.08
	30	07/18/2004 - 07/24/2004	0.98		1.10
	31	07/25/2004 - 07/31/2004	1.01		1.13
	32	08/01/2004 - 08/07/2004	1.04		1.17
	33	08/08/2004 - 08/14/2004	1.07		1.20
	34	08/15/2004 - 08/21/2004	1.09		1.22
	35	08/22/2004 - 08/28/2004	1.16		1.30
	36	08/29/2004 - 09/04/2004	1.22		1.37
	37	09/05/2004 - 09/11/2004	1.28		1.44
	38	09/12/2004 - 09/18/2004	1.34		1.51
	39	09/19/2004 - 09/25/2004	1.28		1.44
	40	09/26/2004 - 10/02/2004	1.22		1.37
	41	10/03/2004 - 10/09/2004	1.15		1.29
	42	10/10/2004 - 10/16/2004	1.09		1.22
	43	10/17/2004 - 10/23/2004	1.08		1.21
	44	10/24/2004 - 10/30/2004	1.07		1.20
	45	10/31/2004 - 11/06/2004	1.06		1.19
	46	11/07/2004 - 11/13/2004	1.05		1.18
	47	11/14/2004 - 11/20/2004	1.04		1.17
	48	11/21/2004 - 11/27/2004	1.05		1.18
	49	11/28/2004 - 12/04/2004	1.05		1.18
	50	12/05/2004 - 12/11/2004	1.05	← (2)	1.18
	51	12/12/2004 - 12/18/2004	1.05	Data	1.18
	52	12/19/2004 - 12/25/2004	1.01	← (1)	1.13
	53	12/26/2004 - 12/31/2004	0.97		1.09

(1) Key Haven data = 1.188 (18.8%)
(2) Roosevelt data = 1.235 (23.5%)

Note: "*" indicates peak season week

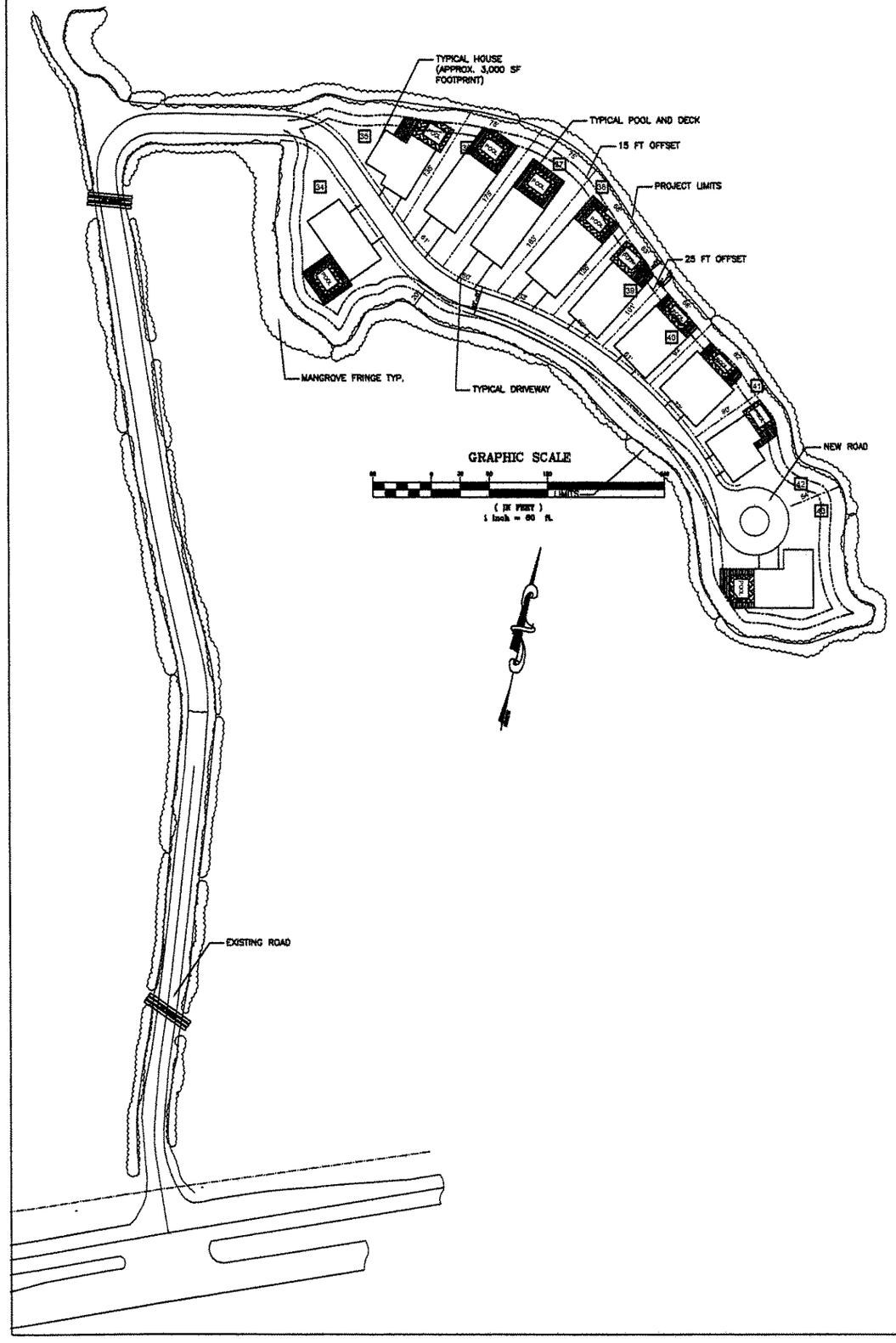
2005 LEVEL OF SERVICE TABLE

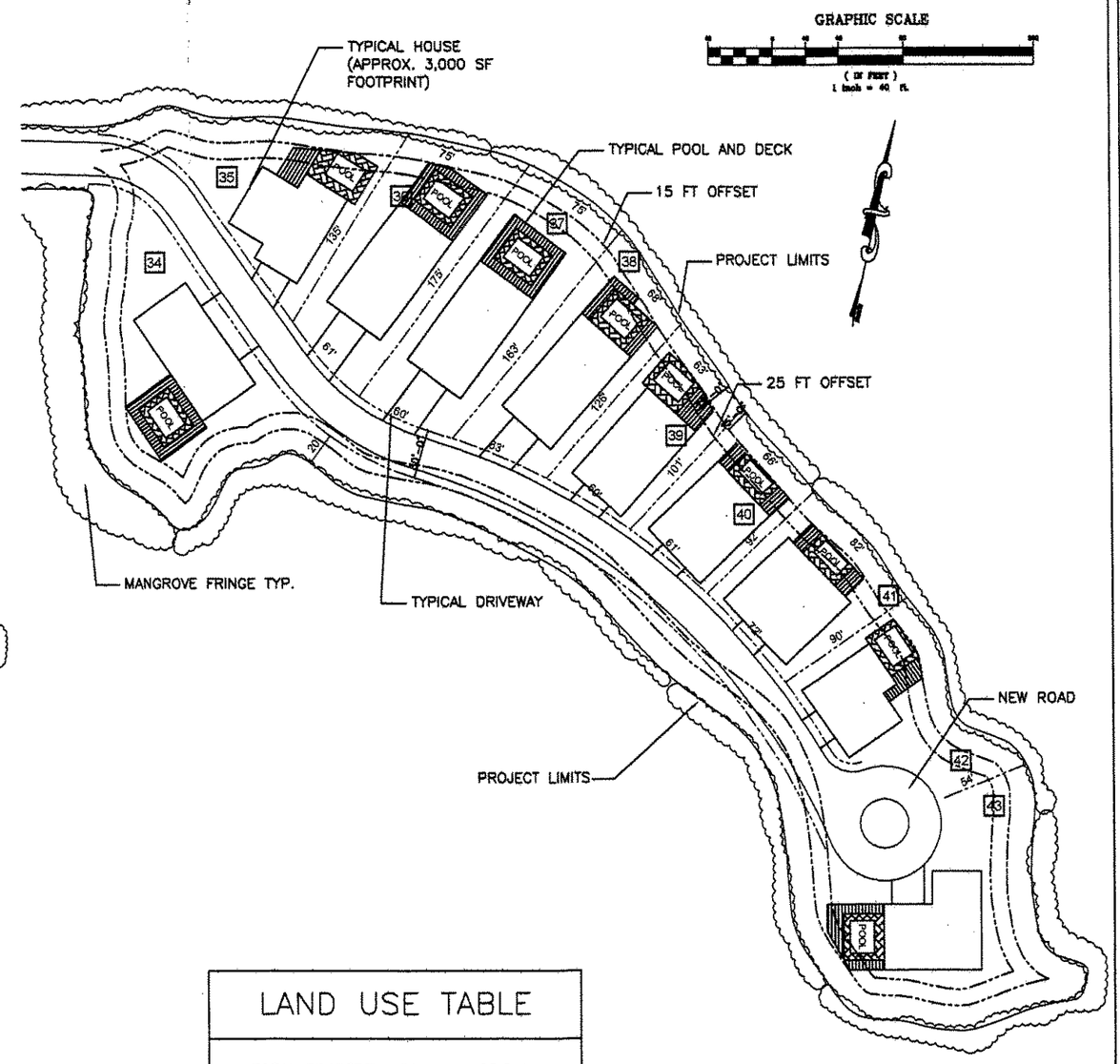
2005 LEVEL OF SERVICE AND RESERVE CAPACITY

SEGMENT	LENGTH (miles)	FACILITY TYPE	POSTED SPEED Limits (mph)	POSTED SPEED Average (mph)	ADJ. FOR SIGNAL (mph)	ADJUSTED LOS C CRITERIA (mph)	MEDIAN TRAVEL SPEED (mph)	LOS	RESERVE SPEED (mph)	2005 MAXIMUM RESERVE VOLUME (trips)	2005 5% ALLOCATION BELOW LOS C (trips)	2004 MAXIMUM RESERVE VOLUME (trips)	2004 5% ALLOCATION BELOW LOS C (trips)
1 Stock Island (4.0 - 5.0)	1.1	4-L/D	30/35/45	38.3	N/A	22.0	30.2	B	8.2	1,494	N/A	8,456	N/A
2 Boca Chica (5.0- 9.0)	3.9	4-L/D	55/45	54.1	N/A	49.6	55.8	A	6.2	4,004	N/A	5,577	N/A
3 Big Coppitt (9.0- 10.5)	1.5	2-L/U	45/55	49.7	N/A	45.2	44.7	D	-0.5	0	426	231	N/A
4 Saddlebunch (10.5- 16.5)	5.8	2-L/U	45/55	54.1	N/A	49.6	50.9	C	1.3	1,249	N/A	3,945	N/A
5 Sugarloaf (16.5- 20.5)	4.0	2-L/U	45/55	52.1	N/A	47.6	46.6	D	-1.0	0	885	489	N/A
6 Cudjoe (20.5- 23.0)	2.5	2-L/U	45/55	45.5	N/A	41.0	47.8	A	6.8	2,815	N/A	2,928	N/A
7 Summerland (23.0- 25.0)	2.2	2-L/U	45	45.0	N/A	40.5	45.7	B	5.2	1,894	N/A	2,151	N/A
8 Ramrod (25.0- 27.5)	2.3	2-L/U	45	45.0	N/A	40.5	47.8	A	7.3	2,780	N/A	2,251	N/A
9 Torch (27.5- 29.5)	2.1	2-L/U	45	45.0	N/A	40.5	46.8	A	6.3	2,191	N/A	2,478	N/A
10 Big Pine (29.5- 33.0)	3.4	2-L/U	45	45.0	2.9	37.6	36.4	D	-1.2	0	406	659	N/A
11 Bahia Honda (33.0- 40.0)	7.0	2-L/U (70%) 4-L/D (30%)	45/50/55	52.1	N/A	47.6	52.6	B	5.0	5,796	N/A	5,698	N/A
12 7-Mile Bridge (40.0- 47.0)	6.8	2-L/U	55	55.0	N/A	50.5	56.6	A	6.1	6,869	N/A	2,881	N/A
13 Marathon (47.0- 54.0)	7.3	2-L/U (13%) 4-L/D (87%)	35/45	42.2	N/A	22	35.2	A	13.2	15,957	N/A	16,000	N/A
14 Grassy (54.0- 60.5)	6.4	2-L/U	45/55	54.4	N/A	49.9	49.5	D	-0.4	0	2225	389	N/A
15 Duck (60.5- 63.0)	2.7	2-L/U	55	55.0	N/A	50.5	53.6	B	3.1	1,386	N/A	1,735	N/A
16 Long (63.0- 73.0)	9.9	2-L/U	55/45	53.5	N/A	49	50.8	C	1.8	2,951	N/A	6,452	N/A
17 L Matecumbe (73.0- 77.5)	4.5	2-L/U	55	55.0	N/A	50.5	50.0	D	-0.5	0	1516	0	1,881
18 Tea Table (77.5- 79.5)	2.2	2-L/U	55/45	54.6	N/A	50.1	49.9	D	-0.2	0	835	0	512
19 U Matecumbe (79.5- 84.0)	4.1	2-L/U	45	45.0	N/A	40.5	39.1	D	-1.4	0	397	257	N/A
20 Windley (84.0- 86.0)	1.9	2-L/U	45	45.0	7.5	33.0	41.8	A	8.8	2,769	N/A	2,814	N/A
21 Plantation (86.0- 91.5)	5.8	2-L/U	45	45.0	2.2	38.3	39.4	C	1.1	1,057	N/A	1,753	N/A
22 Tavernier (91.5- 99.5)	8.0	4-L/D	45/50	47.1	1.0	41.6	47.7	A	6.1	8,081	N/A	8,918	N/A
23 Key Largo (99.5- 106.0)	6.8	4-L/D	45	45.0	3.3	37.2	44.7	A	7.5	8,446	N/A	9,492	N/A
24 Cross (106.0- 112.5)	6.2	2-L/U	45/55	51.8	N/A	47.3	44.4	D	-2.9	0	0	0	67
Overall	108.4					45.0	45.3	C	0.3				

File:T:\MonroeCounty\2005\2005TTDS\2005APPENDIX\05CPCITY

REDUCED SITE PLANS





LAND USE TABLE

TOTAL PROPERTY AREA	23.0 Ac
UPLAND AREA	8.58 Ac
PERVIOUS	3.90 Ac
IMPERVIOUS	4.91 Ac
WATER MANAGEMENT AREA	1.21 Ac

S:\Shared\hta.jpg

Historic Tours of America
201 Front Street, Suite 207
Key West, Florida 33040
AUTHORIZATION # 26120
ph:305-293-3283 fax:296-3927

Seal:

NOT VALID FOR CONSTRUCTION UNLESS SIGNED AND SEALED IN THE BLACK

RICHARD J. MILELLI
PE #58315

General Notes:

Enchanted Island

MONROE COUNTY FLORIDA

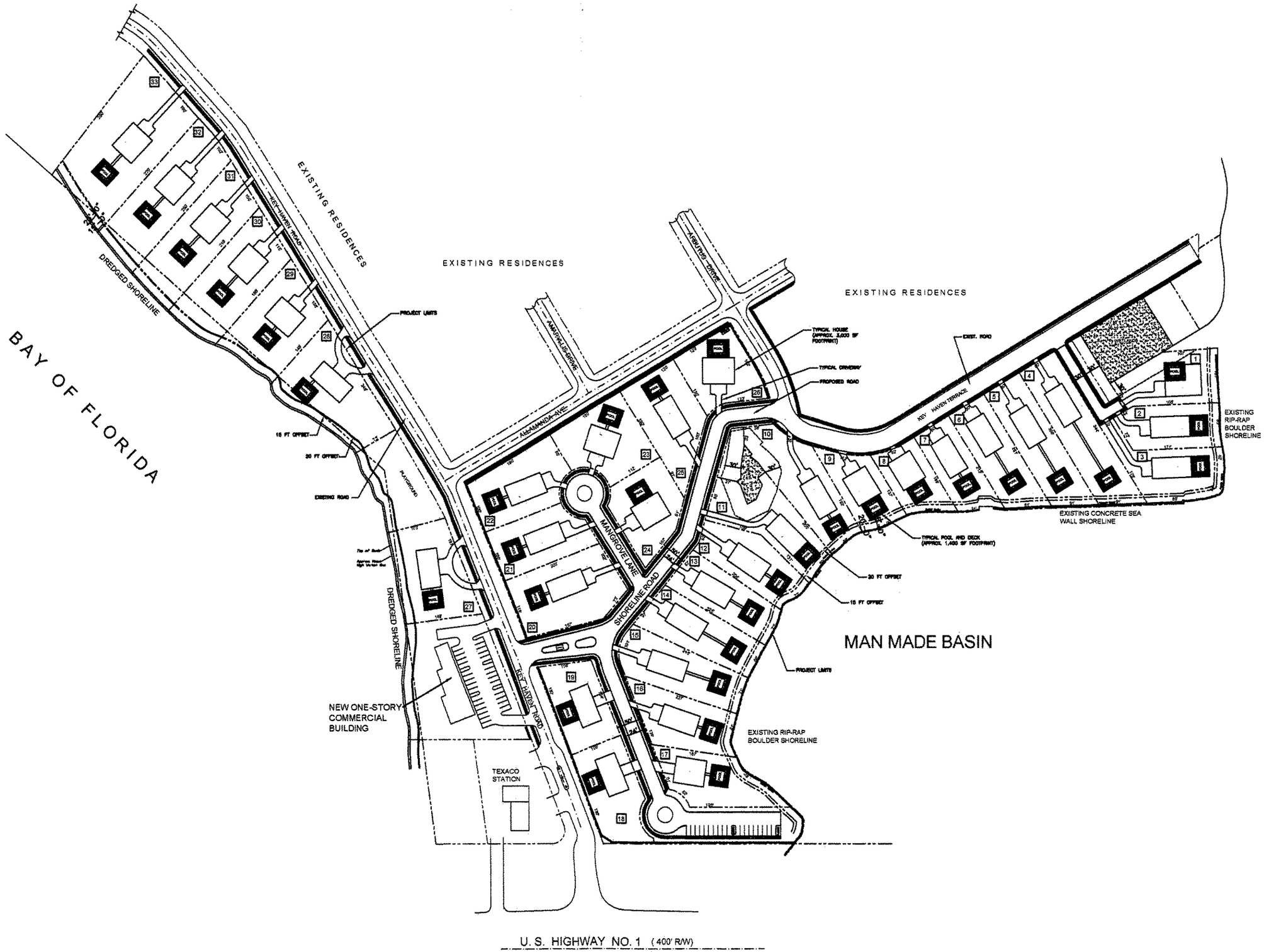
Drawn By: MCD
Checked By: EDS
Project No.
Scale: AS NOTED

Revisions:

Title: SITE PLAN

Sheet Number: C-1B

Date: SEPTEMBER 12, 2005



BAY OF FLORIDA
EXISTING RESIDENCES
EXISTING RESIDENCES
EXISTING RESIDENCES
KEY HAVEN ROAD
DREDGED SHORELINE
PROJECT LIMITS
15 FT OFFSET
30 FT OFFSET
EXISTING ROAD
PLAYGROUND
ALLAMANDA AVE
AMAPHILLIS DRIVE
ARBUTUS DRIVE
MANGROVE LANE
SHORELINE ROAD
KEY HAVEN ROAD
KEY HAVEN TERRACE
TYPICAL HOUSE (APPROX. 3,000 SF FOOTPRINT)
TYPICAL DRIVEWAY
PROPOSED ROAD
EXIST. ROAD
TYPICAL POOL AND DECK (APPROX. 1,400 SF FOOTPRINT)
EXISTING RIP-RAP BOULDER SHORELINE
EXISTING CONCRETE SEA WALL SHORELINE
MAN MADE BASIN
NEW ONE-STORY COMMERCIAL BUILDING
TEXACO STATION
U. S. HIGHWAY NO. 1 (400' R/W)