File #: **2019-062**

Owners Names:

Bernstein, Benjamin
Constellation Yachts Inc.
Harbor Bay Investments Inc
JKYD LLC
KW Resort Utilities Corp
KW Transfer Station
Keys Fresh Seafood LLC
Longstock II LLC
Safe Harbor Seafood LLC
Safe Harbor Properties
SIMV Hotel 1 LLC

SAFE HARBOR OVERLAY DISTRICT

Applicant: Smith / Hawks

Agent: Bart Smith

Type of Application: LUD Map Amendment

Key: Stock Island

RE #:

00123770.000000	00127250.000000	00127280.000000
00127290.000000	00127380.000000	00123730.000100
00123800.000101	00123800.000102	00123720.000400
00123600.000101	00123600.000102	00123540.000000
00123761.000100	00123761.000200	00123761.000300
00123761.000500	00123761.000600	00123761.000700
00123761.000800	00123761.000900	00123761.001000
00123762.000000	00123600.000100	00123590.000000
00123761.000400		

MONROE COUNTY, FLORIDA
PLANNING AND ENVIRONMENTAL RESOURCES DEPARTMENT

RECEIVED
APR - 8 2019
2019-062
MONROE CO. PLANNING DEPT.

Land Use District (Zoning) Map Amendment Application

An application must be deemed complete and in compliance with the Monroe County Comprehensive Plan and Code by the staff prior to the item being scheduled for review

Application Fee: $5,570.00

The base fee includes two internal staff meetings with applicants; one Development Review Committee meeting, one Planning Commission public hearing; and one Board of County Commission public hearing. If this minimum number of meetings/hearings is exceeded, additional fees shall be charged pursuant to Fee Schedule Resolution and paid prior to the private application proceeding through public hearings.

In addition to the application fee, the following fees also apply:
Advertising Costs: $245.00
Surrounding Property Owner Notification (SPON): $3.00 for each property owner required to be noticed
Transportation Study Review: $5,000.00 Deposit (any unused funds will be returned upon approval)
Advertising and Noticing fees for a community meeting: $245.00 plus $3.00/SPON

Date of Request: 04 / 05 / 2019
Month Day Year

Applicant / Agent Authorized to Act for Property Owner: **(Agents must provide notarized authorization from all property owners.)**

SEE ATTACHED LIST OF PROPERTY OWNERS — BARTON W. SMITH, ESQ.
Applicant (Name of Person, Business or Organization) — Name of Person Submitting this Application

138 SIMONTON STREET, KEY WEST, FLORIDA 33040
Mailing Address (Street, City, State and Zip Code)

(305) 296-7227 — BART@SMITHHAWKS.COM
Work Phone — Home Phone — Cell Phone — Email Address

Property Owner: **(Business/Corp must include documents showing who has legal authority to sign.)**

SEE ATTACHED LIST — AGENT
(Name/Entity) — Contact Person

AGENT
Mailing Address (Street, City, State and Zip Code)

AGENT — AGENT
Work Phone — Home Phone — Cell Phone — Email Address

Legal Description of Property (if in metes and bounds, please attach separate sheet):

SEE ATTACHED LIST

Block | Lot | Subdivision | Key Name

Real Estate (RE) Number | Alternate Key Number

Street Address | Approximate Mile Marker

Current Future Land Use Map Designation(s): SAME (SHCC OVERLAY)

Current Land Use District (Zoning) Designation(s): SAME (SHCC OVERLAY)

Proposed Land Use District (Zoning) Designation(s): SAME (SHCC OVERLAY)

Total Land Area Affected by Proposed Land Use District (in acres): 50.31 ACRES

Tier Designation(s): 3

Is the property located within the Military Installation Area of Impact (MIAI): ■ **Yes** ☐ **No**

Existing Use of the Property (If the property is developed, please describe the existing use of the property, including the number and type of any residential units and the amount and type of any nonresidential development):

The existing use of the properties are residential housing, commercial retail, restaurants, marinas, recreational and commercial fishing, docks, storage and hotels.

Please describe the reason for the proposed Land Use District amendment (attach additional sheets if necessary):

See attached Tab 1 - LDC Text Amendment Application file No. 2018-0169.

The Board of County Commissioners may consider an amendment if the change is based on one or more of the following factors. Please describe how one or more of the following factors shall be met (attach additional sheets if necessary)**:**

1) **Changed projections (e.g. regarding public service needs) from those on which the text was based**
   See attached Tab 1 - LDC Text Amendment Application file No. 2018-0169.

2) **Changed assumptions (e.g. regarding demographic trends):**
   See attached Tab 1 - LDC Text Amendment Application file No. 2018-0169.

3) **Data errors, including errors in mapping, vegetative types and natural features:**
   See attached Tab 1 - LDC Text Amendment Application file No. 2018-0169.

4) **New issues:**
   See attached Tab 1 - LDC Text Amendment Application file No. 2018-0169.

5) **Recognition of a need for additional detail or comprehensiveness:**
   See attached Tab 1 - LDC Text Amendment Application file No. 2018-0169.

6) **Data updates:**
See attached Tab 1 - LDC Text Amendment Application file No. 2018-0169.

In no event shall an amendment be approved which will result in an adverse community change of the planning area in which the proposed development is located or **to any area in accordance with a Livable CommuniKeys master plan. Please describe how the text amendment would not result in an adverse community change** (attach additional sheets if necessary)**:**
See attached Tab 1 - LDC Text Amendment Application file No. 2018-0169.

* * * * * * *

Applicants requesting a Land Use District (Zoning) Map Amendment shall provide for community participation through a <u>community meeting</u>, as indicated in Section 102-159.

Scheduling. The applicant will coordinate with the Planning Director regarding the date, time and location of the proposed community meeting; however, all meetings are to be held on a weekday evening at a location close to the project site, between 45 - 120 days prior to any of the public hearings.

Notice of Meeting. The community meeting shall be noticed at least 15 days prior to the meeting date by advertisement in a Monroe County newspaper of general circulation, mailing of notice to surrounding property owners, and posting of the subject property.

Noticing and Advertising Costs. The applicant shall pay the cost of the public notice and advertising for the community meeting and provide proof of proper notice to the Planning Director.

The community meeting shall be facilitated by a representative from the Monroe County Planning & Environmental Resources Department and the applicant shall be present at the meeting.

PROOF OF PROPER NOTICING ON THE COMMUNITY MEETING WILL BE REQUIRED.

* * * * * * *

All of the following must be submitted in order to have a complete application submittal:
(Please check as you attach each required item to the application)

- ☐ Completed application form (unaltered and unbound)
- ☐ Correct fee (check or money order payable to *Monroe County Planning & Environmental Resources*)
- ☐ Proof of ownership (i.e., Warranty Deed)
- ☐ * Ownership Disclosure Form
- ☐ Current Property Record Card(s) from the Monroe County Property Appraiser
- ☐ * Location map
- ☐ * Photograph(s) of site(s) from adjacent roadway(s)
- ☐ * Signed and Sealed Boundary Survey(s), prepared by a Florida registered surveyor – eight (8) sets (at a minimum, survey should include elevations; location and dimensions of all existing structures, paved areas and utility structures; all bodies of water on the site and adjacent to the site; total acreage by land use district; total acreage by habitat; and total upland area
- ☐ * Typed name and address mailing labels of all property owners within a 600 foot radius of the property(s) – (three sets). This list should be compiled from the current tax rolls of the Monroe County Property Appraiser. In the event that a condominium development is within the 600 foot radius, each unit owner must be included
- ☐ *Copy of current Land Use District Map (request from the Planning & Environmental Resources Department prior to application submittal)
- ☐ * Copy of current Future Land Use Map (request from the Planning & Environmental Resources Department prior to application submittal)

If applicable, the following must be submitted in order to have a complete application submittal:

- ☐ **Notarized Agent Authorization Letter** (note: authorization is needed from all owner(s) of the subject property)
- ☐ * Traffic Study, prepared by a licensed traffic engineer (*required if application affects specific and defined area*)
- ☐ *Transportation fee of $5,000 to cover the cost of experts hired by the Department to review the traffic study – any unused funds deposited will be returned upon approval (*required if application affects specific and defined area*)

If deemed necessary to complete a full review of the application, within reason, the Planning & Environmental Resources Department reserves the right to request additional information.

Additional fees may apply pursuant to the approved fee schedule.

*** Previously submitted with LDC Text Amendment Application File No. 2018-169 - (See Tab 1)**

* * * * * * *

Has a previous application been submitted for this site(s) within the past two years? ☐ Yes ☐ No

Is there a pending code enforcement proceeding involving all or a portion of the parcel(s) proposed for development? ☐ Yes ■ No Code Case file #_____ Describe the enforcement proceedings and if this application is being submitted to correct the violation: _____

_____

_____

_____

_____

* * * * * * *

The applicant/owner hereby acknowledges and agrees that any staff discussions or negotiations about conditions of approval are preliminary only, and are not final, nor are they the specific conditions or demands required to gain approval of the application, unless the conditions or demands are actually included in writing in the final development order or the final denial determination or order.

By signing this application, the owner of the subject property authorizes the Monroe County Planning & Environmental Resources staff to conduct all necessary site visits and inspections on the subject property.

I, the Applicant, certify that I am familiar with the information contained in this application, and that to the best of my knowledge such information is true, complete and accurate.

Signature of Applicant: _____ **Date:** 4.5.2019

STATE OF FLORIDA

COUNTY OF MONROE

Sworn to and subscribed before me this 5th day of APRIL, 20 19,

by BARTON W. SMITH, who is personally known to me OR produced
(PRINT NAME OF PERSON MAKING STATEMENT)

_____ as identification.
(TYPE OF ID PRODUCED)

Brandi Green
Signature of Notary Public

BRANDI GREEN
Print, Type or Stamp Commissioned Name of Notary Public
My commission expires: 06/29/2020

Send complete application package to:

Monroe County Planning & Environmental Resources Department
Marathon Government Center
2798 Overseas Highway, Suite 400
Marathon, FL 33050

SMITH/HAWKS
ATTORNEYS AT LAW

Barton W. Smith, Esq.
Telephone: (305) 296-7227
Facsimile: (305) 296-8448
Email: Bart@SmithHawks.com

VIA HAND DELIVERED

April 5, 2019

Cheryl Cioffari, AICP, Principal Planner
Monroe County Planning & Environmental Resources Department
2798 Overseas Highway
Suite 400
Marathon, Florida 33050
Email: Cioffari-Cheryl@MonroeCounty-FL.Gov

Re: Proposed LDC (Zoning) Map Amendment Application
Safe Harbor Community Center Overlay

Dear Cheryl,

Please accept this as a correction to my previous correspondence dated March 18, 2019, mistakenly submitted as an amended application to file no. 2018-169.

Please find attached *Proposed Land Development (Zoning) Map Amendment Application to provide text for Section 130-140 of the Monroe County Land Development Regulations*. The proposed map amendment ("Amendment") requests the property owners be included in the Safe Harbor Community Center ("SHCC") overlay to be able to increase the utility of their property to promote a working waterfront and public access to the marine and coastal waters and allow for redevelopment in the of hotels/motels, affordable/workforce housing, commercial retail, and restaurant uses while balancing the protection of recreational and commercial working waterfront and commercial fishing uses and preserving and protecting coastal and natural resources. Attached, as Exhibit A is the application and attached as Exhibit B are the consent forms for the following properties that have consented to inclusion in the Safe Harbor Community Center Overlay:

RE No.:	Owner:	Address:
00123770-000000	BERNSTEIN BENJAMIN RESIDUARY TR B U/T/W	VACANT LAND
00127250-000000	BERNSTEIN BENJAMIN RESIDUARY TR B U/T/W	5700 4TH AVE
00127280-000000	BERNSTEIN BENJAMIN TRUST B	6460 FRONT ST
00127290-000000	BERNSTEIN BENJAMIN TRUST B	VACANT LAND
00127380-000000	BERNSTEIN BENJAMIN TRUST B	5550 5TH AVE

138 SIMONTON STREET, KEY WEST, FLORIDA 33040 U.S.A.
T. 305-296-7227 F. 305-296-8448 SMITHHAWKS.COM

00123730-000100	CONSTELLATION YACHTS INC	6811 SHRIMP RD
00123800-000101	HARBOR BAY INVESTMENTS LLC	5550 5TH AVE
00123800-000102	HARBOR BAY INVESTMENTS LLC	5550 5TH AVE 1-10
00123720-000400	JKYD LLC	VACANT LAN SHRIMP RD
00123600-000101	K W RESORT UTILITIES CORP	6630 FRONT ST
00123600-000102	KEY WEST TRANSFER STATION & HAULING SERVICE INC	6500 FRONT ST
00123540-000000	KEYS FRESH SEAFOOD LLC	6840 FRONT ST
00123761-000100	LONGSTOCK II LLC	6805 SHRIMP RD
00123761-000200	LONGSTOCK II LLC	6803 SHRIMP RD
00123761-000300	LONGSTOCK II LLC	6991 SHRIMP RD
00123761-000500	LONGSTOCK II LLC	7009 SHRIMP RD
00123761-000600	LONGSTOCK II LLC	7007 SHRIMP RD
00123761-000700	LONGSTOCK II LLC	7011 SHRIMP RD
00123761-000800	LONGSTOCK II LLC	7025 SHRIMP RD
00123761-000900	LONGSTOCK II LLC	7075 SHRIMP RD
00123761-001000	LONGSTOCK II LLC	7005 SHRIMP RD
00123762-000000	LONGSTOCK II LLC	BAY BTM OF SHRIMP RD
00123600-000100	SAFE HARBOR SEAFOOD LLC	6460 FRONT ST
00123590-000000	SAFE HARBOUR PROPERTIES LLC	6810 FRONT ST
00123761-000400	SIMV HOTEL 1 LLC	7001 SHRIMP RD

If you require anything further, or have any questions and/or concerns, please do not hesitate to contact the office.

Sincerely,

Barton W. Smith, Esq.

BWS/JMG
Enclosure
Electronic Cc: Debra Roberts, Roberts-Debra@MonroeCounty-FL.Gov
Emily Schemper, Schemper-Emily@MonroeCounty-FL.Gov

PROPERTY OWNERS:

RE No.:	Owner:	Address:	Legal Description:
00123770-000000	BERNSTEIN BENJAMIN RESIDUARY TR B U/T/W	VACANT LAND	35 67 25 BAY BOTTOM AND FILLED BAY BOTTOM SOUTH OF AND ADJACENT TO BLOCKS 55-56-57 STOCK ISLAND
00127250-000000	BERNSTEIN BENJAMIN RESIDUARY TR B U/T/W	5700 4TH AVE	STOCK ISLAND MALONEY SUB PT SQR 55 PB1-55 AND PT VACATED 5TH AVE
00127280-000000	BERNSTEIN BENJAMIN TRUST B	6460 FRONT ST	STOCK ISLAND MALONEY SUB PB 1-55 PT SQR 55
00127290-000000	BERNSTEIN BENJAMIN TRUST B	VACANT LAND	STOCK ISLAND MALONEY SUB ALL SQR 56 PB1-55 & PT VACATED 4TH AVE
00127380-000000	BERNSTEIN BENJAMIN TRUST B	5550 5TH AVE	STOCK ISLAND MALONEY SUB SUBDIVISION PB 1-55 PT LOT 13 SQR 57
00123730-000100	CONSTELLATION YACHTS INC	6811 SHRIMP RD	35 67 25 BAY BTM SOUTH OF ADJ TO PT BLK 57 STOCK ISLAND
00123800-000101	HARBOR BAY INVESTMENTS LLC	5550 5TH AVE	DOG TRACK PARCELS CONDOMINIUM PARCEL 1
00123800-000102	HARBOR BAY INVESTMENTS LLC	5550 5TH AVE 1-10	DOG TRACK PARCELS CONDOMINIUM PARCEL 2
00123720-000400	JKYD LLC	VACANT LAN SHRIMP RD	35 67 25 FILLED BAY BOTTOM SELY SQRS 55 - 56 STOCK ISLAND PB1-55
00123600-000101	K W RESORT UTILITIES CORP	6630 FRONT ST	35 67 25 FILLED BAY BTM ADJ TO BK 55 MCDONALDS PLAT PB1-55
00123600-000102	KEY WEST TRANSFER STATION & HAULING SERVICE INC	6500 FRONT ST	PT STOCK ISLAND MALONEY SUB PB1-55
00123540-000000	KEYS FRESH SEAFOOD LLC	6840 FRONT ST	35 67 25 PT OF BAY BTM SOUTH OF AND ADJ TO SQR 55 AND 56 PLAT OF STOCK ISLAND PB1-55 (A/K/A PARCELS A AND C)

00123761-000100	LONGSTOCK II LLC	6805 SHRIMP RD	PREVIOUSLY SUBMITTED FILE NO. 2018-169
00123761-000200	LONGSTOCK II LLC	6803 SHRIMP RD	PREVIOUSLY SUBMITTED FILE NO. 2018-169
00123761-000300	LONGSTOCK II LLC	6991 SHRIMP RD	PREVIOUSLY SUBMITTED FILE NO. 2018-169
00123761-000500	LONGSTOCK II LLC	7009 SHRIMP RD	PREVIOUSLY SUBMITTED FILE NO. 2018-169
00123761-000600	LONGSTOCK II LLC	7007 SHRIMP RD	PREVIOUSLY SUBMITTED FILE NO. 2018-169
00123761-000700	LONGSTOCK II LLC	7011 SHRIMP RD	PREVIOUSLY SUBMITTED FILE NO. 2018-169
00123761-000800	LONGSTOCK II LLC	7025 SHRIMP RD	PREVIOUSLY SUBMITTED FILE NO. 2018-169
00123761-000900	LONGSTOCK II LLC	7075 SHRIMP RD	PREVIOUSLY SUBMITTED FILE NO. 2018-169
00123761-001000	LONGSTOCK II LLC	7005 SHRIMP RD	PREVIOUSLY SUBMITTED FILE NO. 2018-169
00123762-000000	LONGSTOCK II LLC	BAY BTM OF SHRIMP RD	PREVIOUSLY SUBMITTED FILE NO. 2018-169
00123600-000100	SAFE HARBOR SEAFOOD LLC	6460 FRONT ST	35 67 25 PT BK 55 MCDONALDS PLAT PB1-55 AND FILLED ADJ BAY BTM & ADJ BAY BTM
00123590-000000	SAFE HARBOUR PROPERTIES LLC	6810 FRONT ST	35 67 25 BAY BTM AND ADJ FILLED LAND SOUTH AND ADJ BLK 55 AND 56 STOCK ISLAND
00123761-000400	SIMV HOTEL 1 LLC	7001 SHRIMP RD	UNIT 4 STOCK ISLAND MARINA VILLAGE A CONDOMINIUM

This instrument prepared by:

JOHN R. ALLISON, III, ESQ.
The Allison Firm, P.A.
P.O. Box 2129
Key West, FL 33045

Return to:
Erica Hughes Sterling
500 Fleming Street
Key West, FL 33040

DocH 1995243 08/22/2014 4:04PM
Filed & Recorded in Official Records of
MONROE COUNTY AMY HEAVILIN

08/22/2014 4:04PM
DEED DOC STAMP CL: Krys $0.70

DocH 1995243
BkH 2700 PgH 55

QUIT CLAIM DEED

THAT ROGER M. BERNSTEIN AND JORDAN M. BERNSTEIN, INDIVIDUALLY AND AS TRUSTEES OF THE TESTAMENTARY TRUST OF THE LAST WILL AND TESTAMENT OF BENJAMIN BERNSTEIN, sometimes referred to as The Residuary Trust B of the Last Will and Testament of Benjamin Bernstein (hereinafter referred to as "Grantors"), for and in consideration of the sum of Ten and No/100 Dollars ($10.00) and other good and valuable consideration to them in hand paid by SAFE HARBOR SEAFOOD, LLC, a Florida limited liability company, (hereinafter referred to as "Grantee"), whose mailing address is 1025 18th Terrace, Key West, FL 33040, the receipt and sufficiency of which consideration are hereby acknowledged, do hereby grant and transfer unto Grantee all of the Grantors' right, title and interest (except the rights set forth in Exhibit B attached hereto), in the real property situated in Monroe County, Florida, described on Exhibit A attached hereto and made a part hereof, hereinafter referred to as the "Property".

This conveyance is of that submerged land described in Exhibit A which is encumbered by the restrictions and covenants set forth on Exhibit B (the "Covenants and Restrictions") attached hereto and made a part hereof as continuing covenants and restrictions running with the land; provided, however, no riparian or littoral rights over adjacent waters are transferred by Grantors except for the limited purpose and right of navigation, including the ingress and egress from the adjacent waters to the Property.

Grantor makes no warranties as to title in Property or otherwise.

By acceptance of this QUIT CLAIM DEED, Grantee (a) acknowledges and agrees that there is no liability hereunder by Grantor, its agents, representatives or employees, including the warranty of title, (b) assumes payment of all real property taxes on the Property for the year 2014 and subsequent years, and (c) acknowledges that the Covenants and Restrictions attached hereto as Exhibit B are encumbrances running with the land enforceable by Grantors, their successors or assigns, subject to any applicable termination as set forth in Exhibit B.

IN WITNESS WHEREOF, the parties hereto have executed this Easement on this 19 day of August, 2014.

WITNESSES

GRANTOR

ROGER M. BERNSTEIN, as Co-trustee of
The Testamentary Trust under the
Last Will and Testament of Benjamin
Bernstein and individually

STATE OF TEXAS)
COUNTY OF TRAVIS)

BEFORE ME, a Notary Public, personally appeared ROGER M. BERNSTEIN, as CO-TRUSTEE OF THE TESTAMENTARY TRUST OF THE LAST WILL AND TESTAMENT OF BENJAMIN BERNSTEIN and individually, who did acknowledge before me that he executed the foregoing instrument for the uses and purposes therein set forth, for and on behalf of said testamentary trust. He is personally known to me and did not take an oath.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal at the county and state aforesaid, this 19 day of August, 2014.

CORNELIUS HATHORN
My Commission Expires
July 3, 2018

NOTARY PUBLIC, State of Texas
at Large

WITNESSES

Ensley Bres

Valane Nichols

JORDAN M. BERNSTEIN, as Co-trustee of The Testamentary Trust under the Last Will and Testament of Benjamin Bernstein and individually

STATE OF FLORIDA)
COUNTY OF PALM BEACH)

BEFORE ME, a Notary Public, personally appeared JORDAN M. BERNSTEIN, as CO-TRUSTEE OF THE TESTAMENTARY TRUST OF THE LAST WILL AND TESTAMENT OF BENJAMIN BERNSTEIN, and individually who did acknowledge before me that he executed the foregoing instrument for the uses and purposes therein set forth, for and on behalf of said testamentary trust. He is personally known to me and did not take an oath.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal at the county and state aforesaid, this 1 day of August, 2014.

JANINE LYONS
Notary Public - State of Florida
My Comm. Expires Sep 26, 2016
Commission # EE 838492

NOTARY PUBLIC, State of Florida at Large

EXHIBIT A

SUBMERGED DOCKING AREA

On the Island of Stock Island, Monroe County, Florida, more fully described below:

A portion of the of the "BERNSTEIN PARCEL", A TRACT OF LAND ON STOCK ISLAND BEING A PART OF BLOCK 55 OF MACDONALD'S PLAT OF STOCK ISLAND AS RECORDED IN PLAT BOOK 1 AT PAGE 55 OF THE PUBLIC RECORDS OF MONROE COUNTY, FLORIDA, LYING SOUTHERLY OF FRONT STREET AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCE at the intersection of the southerly right-of-way line of Fifth Avenue and the easterly right-of-way line of Fifth Street of the Plat of Stock Island, recorded in Plat Book 1, Page 55 of the Public Records of Monroe County, Florida,
thence bear S 83° 56' 00" E for a distance of 1340.00 feet to the intersection of the southerly right-of-way line of Fifth Avenue and the southeasterly right-of-way line of Fourth Avenue;
thence bear N 42° 46' 39" E for a distance of 640.02 feet along the southeasterly right-of-way line of Fourth Avenue;
thence, leaving the southeasterly right-of-way line of Fourth Avenue, bear S 47° 04' 46" E for a distance of 249.61 feet:
thence bear N 42° 55' 14" E for a distance of 175.00 feet to the southwesterly right-of-way line of Front Street;
thence bear S 47° 04' 46" E for a distance of 431.25 feet;
thence bear S 55° 38' 41" W for a distance of 165.85 feet;
thence bear S 20° 39' 27" W for a distance of 16.96 feet;
thence bear S 53° 21' 10" W for a distance of 153.12 feet to the POINT OF BEGINNING;
thence bear S 05° 33' 56" W for a distance of 340.04 feet;
thence bear S 87° 08' 10" W for a distance of 343.91 feet;
thence bear N 02° 51' 50" W for a distance of 30.00 feet;
thence bear N 87° 08' 10" E for a distance of 318.03 feet;
thence bear N 05° 33' 56" E for a distance of 286.94 feet;
thence bear N 53° 21' 10" E for a distance of 40.50 feet back to the POINT OF BEGINNING.

This tract contains 19,334 sq. ft. (0.44 Acres) of submerged land.

EXHIBIT B TO QUIT CLAIM DEED

Covenants and Restrictions

At no time shall vessels be docked stern-to in relation to the adjacent seawall and all vessels shall be located totally within the Property and shall not extend into the adjacent submerged land area. No commercial fishing vessel shall be rafted to another commercial vessel. Rafting of small pleasure crafts is permitted, but all vessels, including a rafted vessel shall be located totally within the Property.

No future improvements or use may include non-water-dependent commercial activities, including, without limitation hotels, motels or similar transient use for a period of fifty (50) years commencing August 21, 2014 or such earlier or later date as may be required under [the County Approval],.

For a period of fifty (50) years commencing August 21, 2014 or such earlier or later date as may be required under [the County Approval], no portion of the Property, including any docking slip, may be used for residential or transient purposes, on a temporary or permanent basis. Live-aboard vessels, as defined in F.S. § 327.02, shall be prohibited.

For a period of fifty (50) years commencing August 21, 2014 or such earlier or later date as may be required under [the County Approval], the Property shall be used exclusively as a working marina including not more than 12 lobster/stone crab boats (provided however the foregoing shall not prohibit Buyer from having vessels other than lobster/stone crab boats docked within the Property, including commercial fishing boats or private boats, so long as there shall be no rafting of commercial vessels (private tenders are permitted), and there shall be a strict prohibition for any use which would not qualify as "working waterfront" by Monroe County, Florida for purposes of determining the required percentage of working waterfront for development rights of the Grantors in other properties within Stock Island.

Notwithstanding the above, any time after ten (10) years from the date of this Quit Claim Deed, if Grantee desires to use the subject property for non-Traditional Working Waterfront Uses, Grantee may file any necessary applications to Monroe County to remove any impediments to its desired use. Grantor agrees to cooperate with Grantee in Grantee's applications, and to execute the release all of the restrictions set forth above, so long as Grantee's application to remove the restrictions does not interfere or prevent or otherwise diminish Grantor or Grantor's Affiliates from using their properties (the Related Parcels more particularly described in the Warranty Deed being recorded simultaneously herewith in favor of Grantee) for non-traditional working waterfront uses.

Grantors, their successors or assigns, shall have the right to enforce the foregoing Covenants and Restrictions by any proceeding at law or in equity as follows:

(a) For violating or attempting to violate any negative or affirmative covenant or restriction provided for herein;

(b) The result of every act or omission whereby any negative or affirmative covenant or restriction is violated in whole or in part is hereby declared to be and does constitute a nuisance of irreparable harm, and every remedy allowed by law or equity with respect thereto shall be applicable and may be exercised by Grantor and the owners of the Related Parcels;

(c) The failure to enforce the remedy provisions hereof shall in no event be deemed a waiver of the right to do so thereafter; and

(d) Where litigation shall occur to enforce said provisions or to recover damages or to enforce any right created herein, the prevailing party in such litigation shall be entitled to recover court costs and reasonable attorneys' fees, including court costs and reasonable attorneys' fees in any appellate proceeding.

MONROE COUNTY
OFFICIAL RECORDS

This instrument prepared by:
John R. Allison, III
6803 Overseas Highway
Marathon, Florida 33050

DocN 1622458 01/17/2007 12:32PM
Filed & Recorded in Official Records of
MONROE COUNTY DANNY L. KOLHAGE

01/17/2007 12:32PM
DEED DOC STAMP CL: LINDAR $0.70

DocN 1622458
Bk# 2265 Pg# 2091

SPECIAL WARRANTY DEED

SPECIAL WARRANTY DEED, made this 13 day of January, 2007, between SAFE HARBOUR MARINA, LLC, a Florida limited liability company (hereinafter called "Grantor"), and SAFE HARBOUR PROPERTIES, LLC, a Florida limited liability company, whose address is 6810 Front Street, Key West, Florida 33040 (hereinafter called "Grantee").

WITNESSETH:

That Grantor, for and in consideration of the sum of TEN ($10.00) DOLLARS and other good and valuable considerations to it in hand paid by Grantee, the receipt of which is hereby acknowledged, has granted, bargained and sold to Grantee, its successors and assigns forever, the following described property, lying and being in Monroe County, Florida, to-wit:

The most easterly 50 feet of the parcel described in Deed No. 19837 of the Trustees of the Internal Improvement Trust Fund of the State of Florida in the deed recorded in Official Records Book 53, Page 238, of the Public Records of Monroe County, Florida, less and except portions thereof owned by the City of Key West, Florida, according to the instrument found in Official Records Book 359, Pages 68 through 72, of the Public Records of Monroe County, Florida;

Together with the property described in Exhibit A attached hereto.

This conveyance is subject to the following:

1. Real estate taxes and assessments for the current year and all subsequent years; and
2. Covenants, conditions, easements, restrictions of record.

Grantor hereby fully warrants title to the property and will defend same against the lawful claims of all persons claiming by, through or under Grantor, but none other.

N.B. This instrument was prepared at the request of the Grantor and Grantee without the benefit of a title search, and no opinion is expressed by the preparer as to the marketability of title being conveyed herein.

Witnesses:

John M. Stephens

John R. Allison, III

SAFE HARBOUR MARINA, LLC,
a Florida limited liability company

By: _____
Joseph J. O'Connell, Jr., Manager

By: _____
Walter S. Crumbley, Jr., Manager

Grantor's Address: 6810 Front Street
Key West, Florida 3040

STATE OF FLORIDA)
COUNTY OF MONROE)

BEFORE ME, the undersigned authority, a notary public, authorized to administer oaths in the State of Florida, personally appeared Joseph J. O'Connell, Jr., as Manager and Walter S. Crumbley, Jr., as Manager of SAFE HARBOUR MARINA, LLC, a Florida limited liability company, to me personally known to be the individuals described in did not take an oath.

SWORN and subscribed to before me this 13 day of January, 2007.

_____
Notary Public, State of Florida at Large

John R. Allison, III
Commission #DD329824
Expires: JULY 19, 2008
www.AaronNotary.com

EXHIBIT "A"

LEGAL DESCRIPTION

A tract of land on Stock Island, Monroe County, Florida, and being more particularly described by metes and bounds as follows: COMMENCING at the intersection of the southerly right-of-way line of Fifth Avenue and the easterly right-of-way line of Fifth Street of the Plat of Stock Island, recorded in Plat Book 1, Page 55 of the Public Records of Monroe County, Florida, bear South 83 degrees and 56 minutes East 500.00 feet; thence bear South 06 degrees and 04 minutes West, 2242.25 feet; thence bear South 83 degrees and 56 minutes East, 2131.53 feet; thence bear North 06 degrees and 04 minutes East, 1528.91 feet to the Point of Beginning of the tract of land hereinafter described; thence bear North 72 degrees 14 minutes and 31 seconds West, 99.13 feet to a point; thence bear South 74 degrees 24 minutes and 10 seconds West along a line parallel with and 25 feet northwesterly of the outside face of an existing concrete seawall, 505.66 feet to a point; thence bear North 66 degrees and 45 minutes West, 51.21 feet to a point on the outside face of an existing concrete seawall; thence bear South 74 degrees 24 minutes and 10 seconds West along the outside face of an existing concrete seawall, 68.35 feet to a point; thence bear South 15 degrees 35 minutes and 50 seconds East parallel to the outside face of an existing concrete seawall, 113.42 feet to a point; thence bear South 70 degrees and 30 minutes West, 260.13 feet more or less to a point on the centerline of the entrance channel; thence bear North 05 degrees and 45 minutes West, along the said centerline of the entrance channel, 400 feet more or less to a point 390.58 feet distant from and measured at right angles to the preceding course; thence bear North 70 degrees and 30 minutes East for a distance of 1060 feet; more or less, to a point which is bearing North 06 degrees and 04 minutes East and distant 452.41 feet from the Point of Beginning; thence bear South 06 degrees and 04 minutes West for a distance of 452.14 feet back to the Point of Beginning.

MONROE COUNTY
OFFICIAL RECORDS

MONROE COUNTY
OFFICIAL RECORDS

Doc# 1995242 08/22/2014 4:04PM
Filed & Recorded in Official Records of
MONROE COUNTY AMY HEAVILIN

Prepared By & Return to:
The Allison Firm, P.A.
P.O. Box 2129
Key West, Florida 33045

Doc# 1995242
Bk# 2700 Pg# 45

AFFIDAVIT

STATE OF FLORIDA }
COUNTY OFMONROE }

BEFORE ME, a duly commissioned Notary Public, within and for the State and County aforesaid, personally appeared JOHN R. ALLISON, III, who after being duly sworn as required by law were deposed and stated

1. Affiant is the attorney for the the Benjamin Bernstein Residuary Trust B, under the Will of Benjamin Bernstein, deceased ("Trust"), the fee owner of that certain property ("Property") more particularly described in Exhibit "A" attached hereto.
2. Roger M. Bernstein and Jordan M. Bernstein are the trustees for the Trust.. The Trust is currently in full force and effect. Said trustees have the full power and authority to convey and grant easements in connection with the Property as more particularly set forth in the pertinent pages from the trust documents attached hereto as Exhibit "B." Nothing in the trust documents prohibits or restricts the trustees from granting the quit claim deed and easement in favor of Safe Harbor Seafood, LLC in connection with the Property.
3. The Trust has been in full force and effect during the period of ownership of the Property.
4. Affiant makes this Affidavit to induce Old Republic National Title Insurance Company and Spottswood, Spottswood & Spottswood to issue an owner's and mortgagee's title insurance policy on property described in Exhibit "C," of which the Property is a part. Therefore, the undersigned hereby indemnifies and holds Old Republic National Title Insurance Company and Spottswood, Spottswood & Spottswood harmless from any and all liability related to any misrepresentations contained herein.

JOHN R. ALLISON, III

THE STATE OF FLORIDA §
§
COUNTY OF MONROE §

This instrument was acknowledged before me on August 21st, 2014, by JOHN R. ALLISON, III. He is personally known to me or produced _____ as identification.

Notary Public, State of Florida
My Commission Expires:

JENNY S. PERRY
MY COMMISSION EXPIRES December 21, 2017
#FF 138789
Bonded thru Troy Fain - Insurance
NOTARY PUBLIC, STATE OF FLORIDA

EXHIBIT A

Doc# 1995242
Bk# 2700 Pg# 46

Real Estate Number 00123770-000000

Real Estate Number 00127280-000000

EXHIBIT B
Trust

FBG:df
5/3/71
4c-14-08-002

OFF REC 918 PAGE 2087

358654

1 PAGE 080

73-96

KNOW ALL MEN BY THESE PRESENTS:

That I, BENJAMIN BERNSTEIN, a resident of Key West, Florida, being of sound and disposing mind and memory, DO HEREBY MAKE, PUBLISH AND DECLARE this instrument to be my LAST WILL AND TESTAMENT, hereby revoking all other wills and codicils by me at any time heretofore made.

ARTICLE I

I direct my executors to pay all my lawful debts, funeral and testamentary expenses as soon after my death as may be practical.

ARTICLE II

I give and bequeath to my wife, MIRIAM BERNSTEIN, all of my personal effects, including clothing and jewelry, and any household effects and automobiles which I may own. If she predeceases me, I direct that these articles be sold and the proceeds be made a part of my residuary estate.

ARTICLE III

I give and bequeath to my wife, MIRIAM BERNSTEIN, if she survives me, all of my right, title and interest, if any, in our home in Key West, Florida together with any fire insurance or liability insurance thereon or relating thereto.

ARTICLE IV

I direct that all legacy, succession, transfer or estate taxes of every nature which may be imposed by the laws

BB.

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'84 AUG 13 P2:14

beneficiary affecting any part of the income or principal of any trust created in this, my last will and testament, shall be valid. Such income and principal shall in all cases be paid directly to the beneficiary entitled to receive the same under the terms and provisions hereof, or be deposited for the account of such person in a bank or banks of good standing and repute, without regard to such assignment or order, and both the income and principal of said trust while in the hands of the trustees shall, unless otherwise provided by law, be exempt from attachment, trustee process, garnishment or other legal proceedings or process.

ARTICLE X

I hereby authorize and empower my executors prior to the establishment of any trust hereinbefore created and the turning over by my executors to my trustees of the money, securities and other property hereinbefore given, devised and bequeathed, in their sole and unreviewable discretion to make advances from the undistributed rents, issues, income and profits in the hands of my executors, to or for any beneficiary on account of the estimated net annual rents, issues, income and profits to accrue from the said trust.

ARTICLE XI

I hereby give and grant unto my executors and trustees, in respect of any and all property which I may own at the time of my death, or that shall at any time constitute a part of my estate or of any trust created hereunder, including accumulated income, if any there be, the following powers, authority and discretion, without limitation of the powers

B.B.

conferred upon them by law:

a. To retain any such property as an investment without regard to the proportion which such property or property of a similar character, so held, may bear to the entire amount of my estate or of the trust in which such property is held.

b. To sell such property at either public or private sale for cash or on credit; to exchange such property, and to grant options for the purchase thereof.

c. To acquire, by purchase or exchange, property of any character, real or personal, including, [illegible] common and preferred stocks, shares or interests in investment trusts, and any tangible or intangible personal property, without being limited to the class of securities in which trustees are authorized by law or any rule of court to invest trust funds and without regard to the proportion which any such property or property of a similar character held by my trustees may bear to the entire amount of the trust estate.

d. To continue to hold as part of my estate any interest which I may have in any real estate partnership or joint venture; to comply with all the terms and provisions of any such real estate partnership or joint venture agreement to which I may be a party at the time of my death and to designate my successor; to invest in and become a party to or a member of any real estate partnership or joint venture upon such terms and conditions as they may deem proper.

e. To consent to and to participate in any plan of reorganization, consolidation, merger, combination, or other similar plan, and to consent to any contract, lease, mortgage, purchase, sale or other action by any corporation pursuant to such plan.

f. To deposit any such property with any protective, reorganization or similar committee; to delegate discretionary power thereto, and to pay part of its expenses and compensation and any assessments levied with respect to such property.

g. To exercise all conversion, subscription, [illegible] and other rights of whatsoever nature pertaining [illegible] and to grant proxies, discretionary or otherwise, [illegible].

h. To manage any real property held by my trustees hereunder in the same manner as if they were the absolute owners thereof, including, but not by way of limitation, the power from time to time to lease the same, without application to any court, for such term as they

B.B.

RECORDER'S MEMO:
LEGIBILITY OF WRITING, TYPING, OR PRINTING WAS UNSATISFACTORY IN THIS DOCUMENT WHEN RECEIVED

EXHIBIT C
Legal Description

EXHIBIT C

SUBMERGED DOCKING AREA

On the Island of Stock Island, Monroe County, Florida, more fully described below:

A portion of the of the "BERNSTEIN PARCEL", A TRACT OF LAND ON STOCK ISLAND BEING A PART OF BLOCK 55 OF MACDONALD'S PLAT OF STOCK ISLAND AS RECORDED IN PLAT BOOK 1 AT PAGE 55 OF THE PUBLIC RECORDS OF MONROE COUNTY, FLORIDA, LYING SOUTHERLY OF FRONT STREET AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCE at the intersection of the southerly right-of-way line of Fifth Avenue and the easterly right-of-way line of Fifth Street of the Plat of Stock Island, recorded in Plat Book 1, Page 55 of the Public Records of Monroe County, Florida,
thence bear S 83° 56' 00" E for a distance of 1340.00 feet to the intersection of the southerly right-of-way line of Fifth Avenue and the southeasterly right-of-way line of Fourth Avenue;
thence bear N 42° 46' 39" E for a distance of 640.02 feet along the southeasterly right-of-way line of Fourth Avenue;
thence, leaving the southeasterly right-of-way line of Fourth Avenue, bear S 47° 04' 46" E for a distance of 249.61 feet:
thence bear N 42° 55' 14" E for a distance of 175.00 feet to the southwesterly right-of-way line of Front Street;
thence bear S 47° 04' 46" E for a distance of 431.25 feet;
thence bear S 55° 38' 41" W for a distance of 165.85 feet;
thence bear S 20° 39' 27" W for a distance of 16.96 feet;
thence bear S 53° 21' 10" W for a distance of 153.12 feet to the POINT OF BEGINNING;
thence bear S 05° 33' 56" W for a distance of 340.04 feet;
thence bear S 87° 08' 10" W for a distance of 343.91 feet;
thence bear N 02° 51' 50" W for a distance of 30.00 feet;
thence bear N 87° 08' 10" E for a distance of 318.03 feet;
thence bear N 05° 33' 56" E for a distance of 286.94 feet;
thence bear N 53° 21' 10" E for a distance of 40.50 feet back to the POINT OF BEGINNING.

TOGETHER WITH ACCESS EASEMENT:

On the Island of Stock Island, Monroe County, Florida, more fully described below:

A portion of the of the "BERNSTEIN PARCEL", A TRACT OF LAND ON STOCK ISLAND BEING A PART OF BLOCK 55 OF MACDONALD'S PLAT OF STOCK ISLAND AS RECORDED IN PLAT BOOK 1 AT PAGE 55 OF THE PUBLIC RECORDS OF MONROE COUNTY, FLORIDA, LYING SOUTHERLY OF FRONT STREET AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCE at the intersection of the southerly right-of-way line of Fifth Avenue and the easterly right-of-way line of Fifth Street of the Plat of Stock Island, recorded in Plat Book 1, Page 55 of the Public Records of Monroe County, Florida,
thence bear S 83° 56' 00" E for a distance of 1340.00 feet to the intersection of the southerly right-of-way line of Fifth Avenue and the southeasterly right-of-way line of Fourth Avenue;

thence bear N 42° 46' 39" E for a distance of 640.02 feet along the southeasterly right-of-way line of Fourth Avenue;
thence, leaving the southeasterly right-of-way line of Fourth Avenue, bear S 47° 04' 46" E for a distance of 249.61 feet:
thence bear N 42° 55' 14" E for a distance of 175.00 feet to the southwesterly right-of-way line of Front Street;
thence bear S 47° 04' 46" E for a distance of 381.13 feet along the southwesterly right-of-way line of Front Street to the POINT OF BEGINNING;
thence continue bearing S 47° 04' 46" E along the southwesterly right-of-way line of Front Street for a distance of 50.12 feet
thence, leaving the southwesterly right-of-way line of Front Street, bear S 55° 38' 41"W for a distance of 165.85 feet;
thence bear S 20° 39' 27" W for a distance of 16.96 feet;
thence bear S 53° 21' 10" W for a distance of 41.14 feet;
thence bear N 20° 39' 27" E for a distance of 57.08 feet;
thence bear N 55° 38' 41" E for a distance of 41.10 feet;
thence bear N 42° 55' 14" E for a distance of 125.00 feet to a point on the southwesterly right-of-way line of Front Street and the POINT OF BEGINNING.

TOGETHER WITH NON-EXCLUSIVE NAVIGATIONAL EASEMENT:

On the Island of Stock Island, Monroe County, Florida, more fully described below:

A portion of the of the "BERNSTEIN PARCEL", A TRACT OF LAND ON STOCK ISLAND BEING A PART OF BLOCK 55 OF MACDONALD'S PLAT OF STOCK ISLAND AS RECORDED IN PLAT BOOK 1 AT PAGE 55 OF THE PUBLIC RECORDS OF MONROE COUNTY, FLORIDA, LYING SOUTHERLY OF FRONT STREET AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCE at the intersection of the southerly right-of-way line of Fifth Avenue and the easterly right-of-way line of Fifth Street of the Plat of Stock Island, recorded in Plat Book 1, Page 55 of the Public Records of Monroe County, Florida,
thence bear S 83° 56' 00" E for a distance of 1340.00 feet to the intersection of the southerly right-of-way line of Fifth Avenue and the southeasterly right-of-way line of Fourth Avenue;
thence bear N 42° 46' 39" E for a distance of 640.02 feet along the southeasterly right-of-way line of Fourth Avenue;
thence, leaving the southeasterly right-of-way line of Fourth Avenue, bear S 47° 04' 46" E for a distance of 249.61 feet:
thence bear N 42° 55' 14" E for a distance of 175.00 feet to the southwesterly right-of-way line of Front street;
thence bear S 47° 04' 46" E for a distance of 431.25 feet;
thence bear S 55° 38' 41" W for a distance of 165.85 feet;
thence bear S 20° 39' 27" W for a distance of 16.96 feet;
thence bear S 53° 21' 10" W for a distance of 193.62 feet to the POINT OF BEGINNING;
thence bear S 05° 33' 56" W for a distance 286.94 feet;
thence bear S 87° 08' 10" W for a distance of 422.45 feet;
thence bear S 00° 58' 56" W for a distance of 30.07 feet;
thence bear S 87° 08' 10" W for a distance of 34.65 feet;
thence bear S 46° 15' 42" E for a distance of 47.09 feet;

thence bear S 00° 58' 56" W for a distance of 230.87 feet;
thence bear N 70° 30' 00" E for a distance of 189.85 feet;
thence bear S 46° 15' 42" E for a distance of 44.60 feet;
thence bear S 70° 30' 00" W for a distance of 265.46 feet;
thence bear N 05° 45' 00" W for a distance of 17.61 feet
thence bear N 00° 58' 56" E for a distance of 372.01 feet;
thence bear N 87° 08' 10" E for a distance of 425.34 feet;
thence bear N 05° 33' 56" E for a distance of 216.15 feet;
thence bear N 53° 21' 10" E for a distance of 54.01 feet back to the POINT OF BEGINNING.

DocH 1648235 06/15/2007 2:20PM
Filed & Recorded in Official Records of
MONROE COUNTY DANNY L. KOLHAGE

This document prepared by and return to
Thomas J. DiDato, Esq.
526 Southard Street
Key West, FL 33040

06/15/2007 2:20PM
DEED DOC STAMP CL: RS $2,467.50

Parcel ID Number: 00123720-000000 (Parent Parcel)

DocH 1648235
BkH 2301 PgH 2208

Special Warranty Deed

This Indenture, Made this 12th day of June, 2007 A.D., **Between** SAFE HARBOR ENTERPRISES, INC., a corporation existing under the laws of the State of Florida of the County of MONROE, State of FLORIDA, **grantor,** and CONSTELLATION YACHTS, INC., a corporation existing under the laws of the State of Florida whose address is: 6811 SHRIMP ROAD, KEY WEST, FL 33040 of the County of MONROE, State of FLORIDA, **grantees.**

Witnesseth that the GRANTOR, for and in consideration of the sum of ----------TEN DOLLARS ($10)---------- DOLLARS, and other good and valuable consideration to GRANTOR in hand paid by GRANTEES, the receipt whereof is hereby acknowledged, has granted, bargained and sold to the said GRANTEES and GRANTEES' heirs, successors and assigns forever, the following described land, situate, lying and being in the County of MONROE State of Florida to wit:

A PARCEL OF LAND LYING IN SECTION 35, TOWNSHIP 67 SOUTH, RANGE 25 EAST, MONROE COUNTY, FLORIDA, AND BEING A PARCEL OF LAND ON STOCK ISLAND, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF BLOCK 57 OF McDONALD'S PLAT OF A PART OF STOCK ISLAND AS RECORDED IN PLAT BOOK 1 AT PAGE 55 OF THE PUBLIC RECORDS OF MONROE COUNTY, FLORIDA AND RUN THENCE SOUTH 84°02'07" EAST ALONG THE NORTH BOUNDARY LINE OF BLOCK 57 FOR A DISTANCE OF 499.98 FEET TO THE EAST RIGHT-OF-WAY LINE OF SHRIMP ROAD (A 30' R/W); THENCE SOUTH 05°57'53" WEST ALONG SAID EASTERLY RIGHT-OF-WAY LINE A DISTANCE OF 739.82 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 05°57'53" WEST FOR A DISTANCE OF 173.64 FEET; THENCE LEAVING SAID LINE SOUTH 84°02'07" EAST FOR A DISTANCE OF 191.55 FEET; THENCE NORTH 05°56'58" EAST FOR A DISTANCE OF 173.64 FEET; THENCE NORTH 84°02'07" WEST FOR A DISTANCE OF 191.50 FEET TO THE POINT OF BEGINNING.

Subject to Restrictions, Reservations, Easements, and Covenants of Record, and Taxes + Assessments for the year 2007 and thereafter.

Together with all tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

To Have and to Hold, the same in fee simple forever.

And the grantor hereby covenant with said grantees that grantor is lawfully seized of said land in fee simple; that grantor has good right and lawful authority to sell and convey said land; that grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all person claiming by, through or under grantor.

In Witness Whereof, the grantor has hereunto set its hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:

SAFE HARBOR ENTERPRISES, INC.

Printed Name: VANIA E. SALGAR
Witness

By: _____ (Seal)
ROGER M. BERNSTEIN, PRESIDENT
P.O Address: 5700 FOURTH AVENUESTOCK ISLAND, KEY WEST, FL 33040

Printed Name: BARBARA S. O'CONNELL
Witness

(Corporate Seal)

STATE OF FLORIDA
COUNTY OF Miami-Dade

The foregoing instrument was acknowledged before me this 12th day of June, 2007 by ROGER M. BERNSTEIN, PRESIDENT of SAFE HARBOR ENTERPRISES, INC., a Florida Corporation, on behalf of the corporation, he is personally known to me or he has produced his state driver's license as identification.

NOTARY PUBLIC-STATE OF FLORIDA
Barbara S. O'Connell
Commission # DD587455
Expires: OCT. 05, 2010
BONDED THRU ATLANTIC BONDING CO., INC.

Printed Name: BARBARA S. O'CONNELL
Notary Public
My Commission Expires: 10/5/2010

0705009

MONROE COUNTY
OFFICIAL RECORDS

Doc# 1652832 07/13/2007 8:54AM
Filed & Recorded in Official Records of
MONROE COUNTY DANNY L. KOLHAGE

Prepared by and return to:
Erica N. Hughes-Sterling
Attorney at Law
Spottswood, Spottswood & Spottswood
500 Fleming Street
Key West, FL 33040
305-294-9556
File Number: 07-260-EB
Will Call No.:

07/13/2007 8:54AM
DEED DOC STAMP CL: PW $14,204.40

Doc# 1652832
Bk# 2308 Pg# 417

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Warranty Deed

This Warranty Deed made this **11th** day of **July, 2007** between **Dog Track Partnership, a Florida general partnership** whose post office address is **201 Front Street, Suite 210, Key West, FL 33040**, grantor, and **Harbor Bay Investements, LLC, a Florida limited liability company** whose post office address is **5510 3rd Avenue, Key West, FL 33040**, grantee:

(Whenever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, trusts and trustees)

Witnesseth, that said grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS ($10.00) and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said grantee, and grantee's heirs and assigns forever, the following described land, situate, lying and being in **Monroe County, Florida** to-wit:

Parcel 1 of DOG TRACK CONDOMINIUM PARCELS, according to the Declaration of Condominium thereof as recorded in Official Records Book 1895, at Page 2039, of the Public Records of Monroe County, Florida and any Amendments thereof recorded, more particularly described as follows:

A portion of Lots 6, 7, 8, 9, 10 & 11, all as originally platted, and adjacent filled bay bottom, Block 57, "All of Lots 1, 2, 3, 5, 6, Section 35; Lot 2, Section 36: Lot 3, Section 26, Lots 2, Section 34, Stock Island, Township 67 South, Range 25 East", as recorded in Plat Book 1, at Page 55 of the Public Records of Monroe County, Florida and being more particularly described as follows:

Commence at the Northwest corner of said block 57, being the Intersection of the Easterly Right-of-Way Line of Fifth Street and the Southerly Right-of-Way Line of Fifth Avenue; thence S 83 degrees 56'00" E along the said Southerly Right-of-Way Line of Fifth Avenue for 500.00 feet to the Point of Beginning; thence continue S 83 degrees 58'00" E along the said Southerly Line of Fifth Avenue for 405.50 feet; thence S 06 degrees 04'00" W for 141.00 feet; thence N 83 degrees 56'00" W for a distance of 405.50 feet to the said Easterly Right-of-Way Line of Fifth Avenue and the Point of Beginning.

Parcel 2 of DOG TRACK CONDOMINIUM PARCELS, according to the Declaration of Condominium thereof as recorded in Official Records Book 1895, at Page 2039, of the Public Records of Monroe County, Florida and any Amendments thereof recorded, more particularly described as follows:

A portion of Lot 12, the East 20.22 feet of Lot 11, and the West 53.76 feet of Lot 13, all as originally platted, and adjacent filled bay bottom, Block 57, "All of Lots 1, 2, 3, 5, 6, Section 35; Lot 2, Section 36; Lot 3, Section 26, Lot 2, Section 34, Stock Island, Township 67 South, Range 25 East", as recorded in Plat Book 1, at Page 55 of the Public Records of Monroe County, Florida and being more particularly described as follows:

Commence at the Northwest corner of said Block 57, being the intersection of the Easterly Right-of-Way Line of Fifth Street and the Southerly Right-of-Way Line of Fifth Avenue; thence S 83 degrees 56'00" E along the said Southerly Right-of-Way Line of Fifth Avenue for 1016.00 feet to the Point of Beginning; thence continue S 83 degrees 56'00" E along the said Southerly Line of Fifth Avenue for 184.00 feet; thence S 06 degrees 04'00" W for 248.00 feet; thence N 83 degrees 56'00" W for 75.50 feet; thence N 06 degrees 04'00" E for a distance of 35.00 feet; thence N 83 degrees 56'00" W for a distance of 108.50 feet; thence N 06 degrees 04'00" E for 213.00 feet to the said Southerly Right-of-Way Line of Fifth Avenue and the Point of Beginning.

Parcel Identification Number: 00123800-000101 and 00123800-000102

Subject to taxes for 2007 and subsequent years; covenants, conditions, restrictions, easements, reservations and limitations of record, if any.

Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

To Have and to Hold, the same in fee simple forever.

And the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to **December 31, 2006**.

In Witness Whereof, grantor has hereunto set grantor's hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:

Dog Track Partnership, a Florida general partnership

By: Old Town Key West Development, LTD, a Florida limited partnership, it's General Partner

By: _____
Edwin O. Swift, III, General Partner

Witness Name: _____

Witness Name: _____

MONROE COUNTY
OFFICIAL RECORDS

State of Florida
County of Monroe

The foregoing instrument was acknowledged before me this 11th day of July, 2007 by Edwin O. Swift, III, General Partner of Old Town Key West Development, LTD, a Florida limited partnership, of Dog Track Partnership, a Florida general partnership on behalf of the corporation and the partnership. He [✓] is personally known to me or [X] has produced a driver's license as identification.

[Notary Seal]

Marion Hope Casas
Commission # DD325062
Expires July 21, 2008
Bonded Troy Fain - Insurance, Inc. 800-385-7019

Notary Public

Printed Name: MARION Hope CASAS

My Commission Expires: _____

DoubleTime®

Doc# 1652832 07/13/2007 8:54AM
Filed & Recorded in Official Records of
MONROE COUNTY DANNY L. KOLHAGE

Prepared by and return to:
Erica N. Hughes-Sterling
Attorney at Law
Spottswood, Spottswood & Spottswood
500 Fleming Street
Key West, FL 33040
305-294-9556
File Number: 07-260-EB
Will Call No.:

07/13/2007 8:54AM
DEED DOC STAMP CL: PW $14,204.40

Doc# 1652832
Bk# 2308 Pg# 417

[Space Above This Line For Recording Data]

Warranty Deed

This Warranty Deed made this **11th** day of **July, 2007** between **Dog Track Partnership, a Florida general partnership** whose post office address is **201 Front Street, Suite 210, Key West, FL 33040**, grantor, and **Harbor Bay Investements, LLC, a Florida limited liability company** whose post office address is **5510 3rd Avenue, Key West, FL 33040**, grantee:

(Whenever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, trusts and trustees)

Witnesseth, that said grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS ($10.00) and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said grantee, and grantee's heirs and assigns forever, the following described land, situate, lying and being in **Monroe County, Florida** to-wit:

Parcel 1 of DOG TRACK CONDOMINIUM PARCELS, according to the Declaration of Condominium thereof as recorded in Official Records Book 1895, at Page 2039, of the Public Records of Monroe County, Florida and any Amendments thereof recorded, more particularly described as follows:

A portion of Lots 6, 7, 8, 9, 10 & 11, all as originally platted, and adjacent filled bay bottom, Block 57, "All of Lots 1, 2, 3, 5, 6, Section 35; Lot 2, Section 36: Lot 3, Section 26, Lots 2, Section 34, Stock Island, Township 67 South, Range 25 East", as recorded in Plat Book 1, at Page 55 of the Public Records of Monroe County, Florida and being more particularly described as follows:

Commence at the Northwest corner of said block 57, being the Intersection of the Easterly Right-of-Way Line of Fifth Street and the Southerly Right-of-Way Line of Fifth Avenue; thence S 83 degrees 56'00" E along the said Southerly Right-of-Way Line of Fifth Avenue for 500.00 feet to the Point of Beginning; thence continue S 83 degrees 58'00" E along the said Southerly Line of Fifth Avenue for 405.50 feet; thence S 06 degrees 04'00" W for 141.00 feet; thence N 83 degrees 56'00" W for a distance of 405.50 feet to the said Easterly Right-of-Way Line of Fifth Avenue and the Point of Beginning.

Parcel 2 of DOG TRACK CONDOMINIUM PARCELS, according to the Declaration of Condominium thereof as recorded in Official Records Book 1895, at Page 2039, of the Public Records of Monroe County, Florida and any Amendments thereof recorded, more particularly described as follows:

A portion of Lot 12, the East 20.22 feet of Lot 11, and the West 53.76 feet of Lot 13, all as originally platted, and adjacent filled bay bottom, Block 57, "All of Lots 1, 2, 3, 5, 6, Section 35; Lot 2, Section 36; Lot 3, Section 26, Lot 2, Section 34, Stock Island, Township 67 South, Range 25 East", as recorded in Plat Book 1, at Page 55 of the Public Records of Monroe County, Florida and being more particularly described as follows:

Commence at the Northwest corner of said Block 57, being the intersection of the Easterly Right-of-Way Line of Fifth Street and the Southerly Right-of-Way Line of Fifth Avenue; thence S 83 degrees 56'00" E along the said Southerly Right-of-Way Line of Fifth Avenue for 1016.00 feet to the Point of Beginning; thence continue S 83 degrees 56'00" E along the said Southerly Line of Fifth Avenue for 184.00 feet; thence S 06 degrees 04'00" W for 248.00 feet; thence N 83 degrees 56'00" W for 75.50 feet; thence N 06 degrees 04'00" E for a distance of 35.00 feet; thence N 83 degrees 56'00" W for a distance of 108.50 feet; thence N 06 degrees 04'00" E for 213.00 feet to the said Southerly Right-of-Way Line of Fifth Avenue and the Point of Beginning.

Parcel Identification Number: 00123800-000101 and 00123800-000102

Subject to taxes for 2007 and subsequent years; covenants, conditions, restrictions, easements, reservations and limitations of record, if any.

Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

To Have and to Hold, the same in fee simple forever.

And the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to **December 31, 2006**.

In Witness Whereof, grantor has hereunto set grantor's hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:

Dog Track Partnership, a Florida general partnership

By: Old Town Key West Development, LTD, a Florida limited partnership, it's General Partner

By: _____
Edwin O. Swift, III, General Partner

Witness Name: _____

Witness Name: _____

MONROE COUNTY
OFFICIAL RECORDS

State of Florida
County of Monroe

The foregoing instrument was acknowledged before me this 11th day of July, 2007 by Edwin O. Swift, III, General Partner of Old Town Key West Development, LTD, a Florida limited partnership, of Dog Track Partnership, a Florida general partnership on behalf of the corporation and the partnership. He [✓] is personally known to me or [X] has produced a driver's license as identification.

[Notary Seal]

Marion Hope Casas
Commission # DD325062
Expires July 21, 2008
Bonded Troy Fain - Insurance, Inc. 800-385-7019

Notary Public

Printed Name: MARION Hope CASAS

My Commission Expires: _____

DoubleTime®

Doc# 2166108 04/25/2018 3:58PM
Filed & Recorded in Official Records of
MONROE COUNTY KEVIN MADOK

PREPARED BY and RETURN TO:
OROPEZA, STONES & CARDENAS, PLLC
221 Simonton Street
Key West, Florida 33040
(305)294-0252
File No.

04/25/2018 3:58PM
DEED DOC STAMP CL: Krys $37,030.00

Parcel ID No. 00123540-000000

Doc# 2166108
Bk# 2903 Pg# 958

[Space Above This Line for Recording Data]

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED is made as of the 24 day of April, 2018, by **Safe Harbor Seaplanes, LLC, a Florida limited liability company,** whose mailing address is 3471 S. Roosevelt Blvd., Key West, FL 33040, GRANTOR, and **Keys Fresh Seafood, LLC, a Florida limited liability company,** whose mailing address is 41 Bay Drive, Key West, FL 33040, hereinafter called the GRANTEE. (Wherever used herein the terms "GRANTOR" and "GRANTEE" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations.)

WITNESSETH, that the GRANTOR, for and in consideration of the sum of TEN AND NO/100 ($10.00) DOLLARS and other valuable considerations paid, the receipt and sufficiency of which is hereby acknowledged, by these presents does grant, bargain, sell, alienate, remise, release, convey and confirm unto the GRANTEE, all that certain land situate in Monroe County, Florida, and more particularly described as on Exhibit "A" attached hereto and a made a part hereof (the "Property").

TOGETHER with all the tenements, hereditaments and appurtenances thereto belonging or in any way appertaining.

TO HAVE AND TO HOLD, the same unto the said GRANTEE in fee simple, forever.

AND GRANTOR hereby covenants with said GRANTEE, that the GRANTOR is lawfully seized of said land in fee simple and that the GRANTOR has good right and lawful authority to sell and convey said land and that the GRANTOR hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that the Property is free and clear of all encumbrances except: (i) taxes for the year 2018 and all subsequent years; (ii) zoning and other use restrictions, conditions, or requirements now or hereafter imposed by governmental authorities; and (iii) without re-imposing same, those matters appearing of record on Exhibit "B" attached hereto and by this reference made a part hereof.

IN WITNESS WHEREOF, the GRANTOR has caused these presents to be executed in its name, by its officers thereunto duly authorized, the day and year first above written.

Signed, sealed and delivered in the presence of:

SAFE HARBOR SEAPLANES, LLC,
a Florida limited liability company

By: _____
Marcus Sessoms, Member
(Designated Authorized Member pursuant to the attached Exhibit "C" made a part hereof)

Adele V. Stones
Witness Signature
Adele V. Stones
Printed Name

Witness Signature
Robert Sessoms Jr
Printed Name

STATE OF Florida)

COUNTY OF Monroe)

SWORN TO AND SUBSCRIBED before me this 24th day of April, 2018 by Marcus Sessoms, as Member of Safe Harbor Seaplanes, LLC, a Florida limited liability company, who is personally known to me or has produced Florida Lic. as identification.

NOTARY PUBLIC
Name: Danyel Clynes
Title or Rank:
Serial Number:

DANYEL CLYNES
MY COMMISSION # FF 933172
EXPIRES: November 3, 2019
Bonded Thru Notary Public Underwriters

EXHIBIT "A"

Property

Parcel 1

A tract of land on a part of Stock Island, Monroe County, Florida, and being more particularly described by metes and bounds as follows:

Commencing at the intersection of the Southerly right-of-way line of Fifth Avenue and the Easterly right-of-way line of Fifth Street of the Plat of Stock Island, recorded in Plat Book 1, Page 55, of the Public Records of Monroe County, Florida, bear South 83°56' East, 500.00 feet; thence bear South 06°04' West, 2242.25 feet; thence bear South 83°56' East, 2,131.53 feet; thence bear North 06°04' East 1,105.99 feet to the POINT OF BEGINNING of the tract of land hereinafter described: From said POINT OF BEGINNING, continue bearing North 06°04' East, 368.16 feet; thence bear North 83°56' West, 45 feet, more or less, to a point; thence bear South 70°30' West, 25 feet, more or less, to a point; thence bear South 19°15'08" West, 408.51 feet to a point which is bearing South 81°50'40" West from the POINT OF BEGINNING; thence bear North 81°50'40" East, 156.44 feet back to the POINT OF BEGINNING.

and

A tract of land and water on a part of Stock Island, Monroe County, Florida, and being more particularly described by metes and bounds as follows:

Commencing at the intersection of the Southerly right-of-way line of Fifth Avenue and the Easterly right-of-way line of Fifth Street, bear South 83°56' East, 500.00 feet; thence bear South 06°06' West, 2,242.25 feet; thence bear South 83°56' East, 2,131.53 feet; thence bear North 06°04' East, 1,105.99 feet; thence bear South 81°50'40" West, 156.44 feet to the POINT OF BEGINNING of the tract of land and water hereinafter described; from said POINT OF BEGINNING, bear North 19°15'08" East, 408.51 feet; thence bear South 70°30' West, 905 feet, more or less, to the centerline of an Entrance Channel; thence bear South 05°45' East along the said centerline of Entrance Channel, 190 feet, more or less, to a point which is bearing South 81°50'40" West from the POINT OF BEGINNING; thence bear North 81°50'40" East for a distance of 690 feet, more or less, back to the POINT OF BEGINNING.

Parcel 2

Together with a Non-Exclusive Easement as set forth in that certain Cross-Parking Easement Agreement recorded December 9, 2015 in Official Records Book 2773, Page 75, Public Records of Monroe County, Florida.

Parcel 3

Together with a Non-Exclusive Easement as set forth in that certain Easement recorded August 15, 1967 in Official Records Book 395, Page 911, Public Records of Monroe County, Florida.

Exhibit "B"

Permitted Exceptions

1. Any claim that any portion of the insured land is sovereign lands of the State of Florida, including submerged, filled or artificially exposed lands accreted to such land.

2. Subject to reservations by the Trustees of the Internal Improvement Fund of the State of Florida in the basic conveyances of land, contained in Deed No. 19837-A (Official Records Book 53, Page 238) and Deed No. 20083 (Deed Book G-65, Page 82, both reference being to Monroe County, Florida, Official Records), saving and reserving to the said Trustees, and their successors, title to an undivided three-fourths of all phosphate, minerals, and metals, and title to an undivided one-half of all petroleum that may be in, on or under the land, with the privilege to mine and develop the same. However, as to such mineral reservation, the right of entry has been released pursuant to Section 270.11, Florida Statutes.

3. Terms, conditions, restrictions and easement as set forth and contained in that certain Easement in favor of Singleton Shrimp of Key West, Inc. recorded August 15, 1967 in Official Records Book 395, Page 911, Public Records of Monroe County, Florida.

4. Dedication of 50 foot road recorded October 2, 1970 in Official Records Book 461, Page 516, Public Records of Monroe County, Florida.

5. State Law under Chapter 76-190 and Chapter 22F8.02 of the Florida Administrative Code for Land Planning of the Florida Key Area of Critical State Concern, recorded August 13, 1976 in Official Records Book 668, Page 43, Public Records of Monroe County, Florida.

6. Easement and Quit-Claim Deeds recorded November 27, 1991 in Official Records Book 1191, Page 2309 and in Official Records Book 1191, Page 2311, all of the Public Records of Monroe County, Florida.

7. Easement in favor of the Utility Board of the City of Key West, Florida, recorded April 7, 2004 in Official Records Book 1990, Page 1593, Public Records of Monroe County, Florida.

8. Exclusive Navigational Easement in favor of Bama One, LLC, a Florida limited liability company, recorded August 20, 2004 in Official Records Book 2036, Page 877, Public Records of Monroe County, Florida.

9. Non-Exclusive Navigational Access Easement in favor of Bama One, LLC, a Florida limited liability company, recorded August 20, 2004 in Official Records Book 2036, Page 882, Public Records of Monroe County, Florida.

10. Terms, conditions, restrictions, covenants, reservations and obligations, which includes provisions for maintenance expenses and costs and a lien for liquidated damages, as set forth and contained in that certain Cross-Parking Easement Agreement by and between 6840 Marina, LLC, a Florida limited liability company and Safe Harbour Properties, LLC, a Florida limited liability company, recorded December 9, 2015 in Official Records Book 2773, Page 75, Public Records of Monroe County, Florida.

11. Terms and conditions as contained in the Ordinance No. 10-1977, providing for annual levy on garbage and trash collection fees to be assessed upon this parcel of land, and amendment thereof, County Ordinance No. 13-1978, not yet due or payable.

12. The inalienable rights of the public to use the navigable waters covering the lands described on Schedule A.

13. Any and all rights of the United States of America over artificially filled lands in what were formerly navigable waters, arising by reason of the United States of America's control over navigable waters in the interest of navigation and commerce, and any conditions contained in any permit authorizing the filling in of such areas.

14. Rights of tenants occupying all or part of the insured land under unrecorded leases or rental agreements.

15. The following matters as depicted on Survey prepared by J. Lynn O' Flynn, Inc., under job# 6840 Front Street, Stock Island dated May 7, 2014 and last revised April 18, 2018, 2018 as follows:

    Note the following encroachments as to Parcel 1:

    a) Wood Dock over 2.6' feet; Chain Link Fence inside 12.8' along the Northerly Boundary Line;
    b) Seawall on line to 0.9' inside along the Westerly Boundary Line;
    c) Chain Link Fence and Deck 1.5' Out to 3.5' Out along the Southerly Line;
    d) Chain Link Fence 6.4' to 6.7' Clear along the Easterly boundary Line;
    e) Sign encroaching across the Easterly Boundary Line.

16. Subject to reservations by the Trustees of the Internal Improvement Fund of the State of Florida in the basic conveyances of land, contained in Deed No. 20793 (Official Records Book 69, Page 58, Public Records of Monroe County, Florida), saving and reserving to the said Trustees, and their successors, title to an undivided three-fourths of all phosphate, minerals, and metals, and title to an undivided one-half of all petroleum that may be in, on or under the land, with the privilege to mine and develop the same. However, as to such mineral reservation, the right of entry has been released pursuant to Section 270.11, Florida Statutes. (As to Parcel 3 only)

17. Consequences, if any, of the failure of the insured lands to have a definite ascertainable and locatable legal description pursuant to the minimum technical standard for land surveying as required by Florida Stature 472.027 and in Chapter 5J 17 of the Florida Administrative Code. (As to Parcel 3 only)

18. Superior rights of others in and to the land underlying the easement created by Easement recorded August 15, 1967 in Official Records Book 395, Page 911, Public Records of Monroe County, Florida. (As to Parcel 3 only)

Exhibit "C"

See attached Consent Resolution of Safe Harbor Seaplanes, LLC

CONSENT RESOLUTION OF SAFE HARBOR SEAPLANES, LLC

The undersigned, representing all of the members of Safe Harbor Seaplanes, LLC (Company), now unanimously adopt the following resolution:

RESOLVED, that the Marcus Sessoms is authorized to negotiate all documents required to sell the property located at 6840 Front Street, Stock Island, FL 33040 per the Commercial Contract with Keys Fresh Seafood, LLC ("Buyer") and Safe Harbor Seaplanes, LLC ("Seller") executed on February 8, 2018 and amended on March 21, 2018 on such terms and conditions as he determines are in the best interests of the Company.

April 17, 2018

_____

By: Brian S. Brown
Its: Member

April ___, 2018

_____

By: Nancy Brown
Its: Member

April 17, 2018

_____

By: Kenneth A. Dole
Its: Member

April ___, 2018

_____

By: Marcus T. Sessoms
Its: Member

Doc# 2166108
Bk# 2983 Pg# 965

CONSENT RESOLUTION OF SAFE HARBOR SEAPLANES, LLC

The undersigned, representing all of the members of Safe Harbor Seaplanes, LLC (Company), now unanimously adopt the following resolution:

RESOLVED, that the Marcus Sessoms is authorized to negotiate all documents required to sell the property located at 6840 Front Street, Stock Island, FL 33040 per the Commercial Contract with Keys Fresh Seafood, LLC ("Buyer") and Safe Harbor Seaplanes, LLC ("Seller") executed on February 8, 2018 and amended on March 21, 2018 on such terms and conditions as he determines are in the best interests of the Company.

April 22, 2018

By: Brian S. Brown
Its: Member

April 23, 2018

By: Nancy Brown
Its: Member

April ___, 2018

By: Kenneth A. Dole
Its: Member

April ___, 2018

By: Marcus T. Sessoms
Its: Member

CONSENT RESOLUTION OF SAFE HARBOR SEAPLANES, LLC

The undersigned, representing all of the members of Safe Harbor Seaplanes, LLC (Company), now unanimously adopt the following resolution:

RESOLVED, that the Marcus Sessoms is authorized to negotiate all documents required to sell the property located at 6840 Front Street, Stock Island, FL 33040 per the Commercial Contract with Keys Fresh Seafood, LLC ("Buyer") and Safe Harbor Seaplanes, LLC ("Seller") executed on February 8, 2018 and amended on March 21, 2018 on such terms and conditions as he determines are in the best interests of the Company.

April ___, 2018

_____

By: Brian S. Brown
Its: Member

April ___, 2018

_____

By: Nancy Brown
Its: Member

April ___, 2018

_____

By: Kenneth A. Dole
Its: Member

April 21, 2018

_____

By: Marcus T. Sessoms
Its: Member

MONROE COUNTY
OFFICIAL RECORDS

Doc# 1911414 12/11/2012 2:45PM
Filed & Recorded in Official Records of
MONROE COUNTY AMY HEAVILIN

This Document Prepared By:
Carlos F. Arazoza
Arazoza & Fernandez-Fraga, P.A.
2100 Salzedo Street, Suite 300
Coral Gables, FL 33134
No title examination was performed
Parcel No.

12/11/2012 2:45PM
DEED DOC STAMP CL: DS $0.70

Doc# 1911414
Bk# 2603 Pg# 365

Deed

This indenture made this 10th day of December, 2012, delivered by **Safe Harbor Enterprises, Inc., a Florida corporation,** whose post office address is PO Box 2455, Key West, Florida 33045 (Grantor) to **JKYD, LLC, a Florida limited liability company** (Grantee) whose post office address is PO Box 144235, Coral Gables, Florida 33114.

WITNESSETH, that said Grantor for and in consideration of the sum of Ten ($10.00) dollars and other good and valuable considerations to them in hand paid by said Grantee, the receipt whereof is hereby acknowledged, has granted, bargained and sold to the said Grantee, and its heirs and assigns forever, the following described land, situate, lying and being in MONROE County, Florida to wit:

MORE PARTICULARLY DESCRIBED AS EXHIBIT "A"

SUBJECT TO:

1. Real estate taxes for the year 2012 and subsequent years.
2. Conditions, reservations, easements, or other items of record, if any.
3. Zoning and other governmental regulations.

Grantor hereby covenants with Grantee that they are lawfully seized of such land in fee simple, that they have good right and lawful authority to sell and convey such land; and they hereby fully warrant the title to the land, and will defend the same against the lawful claims of all persons whomsoever.

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

Safe Harbor Enterprises, Inc.,
a Florida corporation

Witness

Melbis Avila
Name

Witness

Lourdes M. Corona
Name

By: Roger M. Bernstein, President

Doc# 1911414
Bk# 2603 Pg# 366

STATE OF FLORIDA)
)
COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me this 10th day of December, 2012 by Roger M. Bernstein as President of Safe Harbor Enterprises, Inc., a Florida corporation, on behalf of the corporation. He is personally known to me or has produced FL. DR. LICENSE. as identification.

My commission expires:

NOTARY PUBLIC-STATE OF FLORIDA
Lourdes M. Corona
Commission #DD929372
Expires: OCT. 09, 2013
BONDED THRU ATLANTIC BONDING CO., INC.

Notary Public, State of FL

NOTE TO RECORDER: THIS DOCUMENT IS EXEMPT FROM DOCUMENTARY STAMPS UNDER THE MIAMI CRESCENT DOCTRINE SINCE THE TRANSFER IS A TRANSFER OF UNENCUMBERED PROPERTY TO A WHOLLY OWNED SUBSIDIARY OF GRANTOR FOR NO CONSIDERATION.

h:\data\real\deeds\safe harbor.deed.docx

EXHIBIT A

LAND

DocN 1911414
Bk# 2603 Pg# 367

LEGAL DESCRIPTION:

A TRACT OF LAND AND SUBMERGED LANDS AT STOCK ISLAND, MONROE COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE EASTERLY RIGHT-OF-WAY LINE OF FIFTH STREET AND THE SOUTHERLY RIGHT-OF-WAY LINE OF FIFTH AVENUE, OF THE PLAT OF STOCK ISLAND, AS RECORDED IN PLAT BOOK 1, PAGE 55, OF THE PUBLIC RECORDS OF MONROE COUNTY, FLORIDA; THENCE SOUTH 84°02'07" EAST ALONG THE SAID SOUTHERLY LINE OF FIFTH AVENUE FOR 499.98 FEET TO THE WEST LINE OF TRUSTEES DEED No.20083 AS RECORDED IN O.R. BOOK G-65, PAGE 82 OF THE RECORDS OF MONROE COUNTY, FLORIDA; THENCE ALONG SAID LINE SOUTH 05°57'53" WEST FOR A DISTANCE OF 2242.25 FEET TO THE SOUTH LINE OF SAID TRUSTEES DEED; THENCE ALONG SAID LINE SOUTH 84°02'07" EAST, A DISTANCE OF 1,096.72 FEET TO THE POINT OF BEGINNING; THENCE ALONG THE EASTERLY AND NORTHERLY RIGHT-OF-WAY LINE OF SHRIMP ROAD NORTH 05°57'53" EAST, A DISTANCE OF 28.00 FEET; THENCE NORTH 84°02'07" WEST, A DISTANCE OF 714.90 FEET; THENCE LEAVING SAID LINE NORTH 07°52'54" EAST, A DISTANCE OF 138.68 FEET TO THE MEAN HIGH WATER LINE; THENCE ALONG SAID MEAN HIGH WATER THE FOLLOWING TWENTY SEVEN (27) COURSES AND DISTANCES: 1. THENCE NORTH 81°33'16" EAST, A DISTANCE OF 23.73 FEET; 2. THENCE NORTH 86°43'16" EAST, A DISTANCE OF 75.93 FEET; 3. THENCE NORTH 81°39'19" EAST, A DISTANCE OF 76.27 FEET; 4. THENCE NORTH 88°24'02" EAST, A DISTANCE OF 97.85 FEET; 5. THENCE SOUTH 86°26'25" EAST, A DISTANCE OF 91.35 FEET; 6. THENCE SOUTH 88°07'58" EAST, A DISTANCE OF 57.82 FEET; 7. THENCE NORTH 79°29'50" EAST, A DISTANCE OF 36.47 FEET; 8. THENCE NORTH 88°41'05" EAST, A DISTANCE OF 60.16 FEET; 9. THENCE SOUTH 64°26'30" EAST, A DISTANCE OF 6.15 FEET; 10. THENCE NORTH 89°59'29" EAST, A DISTANCE OF 40.54 FEET; 11. THENCE NORTH 86°09'28" EAST, A DISTANCE OF 82.77 FEET; 12. THENCE SOUTH 75°44'52" EAST, A DISTANCE OF 11.67 FEET; 13. THENCE NORTH 80°37'17" EAST, A DISTANCE OF 8.06 FEET; 14. THENCE SOUTH 85°01'19" EAST, A DISTANCE OF 21.47 FEET; 15. THENCE NORTH 83°15'58" EAST, A DISTANCE OF 26.59 FEET; 16. THENCE NORTH 85°47'17" EAST, A DISTANCE OF 117.62 FEET; 17. THENCE SOUTH 61°03'44" EAST, A DISTANCE OF 14.78 FEET; 18. THENCE SOUTH 84°56'08" EAST, A DISTANCE OF 14.50 FEET; 19. THENCE SOUTH 57°40'41" EAST, A DISTANCE OF 4.94 FEET; 20. THENCE SOUTH 09°22'05" EAST, A DISTANCE OF 27.51 FEET; 21. THENCE SOUTH 11°54'19" WEST, A DISTANCE OF 34.64 FEET; 22. THENCE SOUTH 07°24'12" EAST, A DISTANCE OF 86.16 FEET; 23. THENCE SOUTH 05°48'23" WEST, A DISTANCE OF 27.11 FEET; 24. THENCE SOUTH 01°20'32" EAST, A DISTANCE OF 27.71 FEET; 25. THENCE SOUTH 16°11'45" EAST, A DISTANCE OF 18.64 FEET; 26. THENCE SOUTH 01°03'10" EAST, A DISTANCE OF 36.70 FEET; 27. THENCE SOUTH 08°33'02" WEST, A DISTANCE OF 25.26 FEET TO THE SOUTH LINE OF TRUSTEES DEED No.20083; THENCE ALONG SAID LINE NORTH 84°02'07" WEST, A DISTANCE OF 182.44 FEET TO THE POINT OF BEGINNING.

MONROE COUNTY
OFFICIAL RECORDS

374026

QUIT-CLAIM DEED

This Indenture, made as of this 31st day of December, 1984, between K W RESORT HOLDINGS CORP., a Florida corporation, having an address c/o Myers, Kenin, Levinson, Frank & Richards, 1428 Brickell Avenue, Suite 700, Miami, Florida 33131, as Grantor, and K W RESORT UTILITIES CORP., a Florida corporation, having an address c/o Myers, Kenin, Levinson, Frank & Richards, 1428 Brickell Avenue, Suite 700, Miami, Florida 33131, as Grantee.

W I T N E S S E T H :

That Grantor, for and in consideration of the sum of Ten Dollars, and for other good and valuable considerations in hand paid to Grantor by said Grantee, receipt whereof is hereby acknowledged, has granted, bargained and sold to the Grantee the following-described real property and rights and interest in real property located and situate in Monroe County, Florida, to wit:

> All of the real property more particularly described on Exhibit "A" attached hereto and incorporated hereon by reference.
>
> Together with all of the right, title and interest of the Grantor, if any, in and to the following as the same pertains to the real property referred to and described herein: (a) all improvements located thereon, (b) all easements, rights-of-way, streets and other appurtenances.

THIS CONVEYANCE IS NOT SUBJECT TO FLORIDA DOCUMENTARY STAMP TAX PURSUANT TO REGULATION 12B-4.14(17) OF THE FLORIDA DEPARTMENT OF REVENUE INASMUCH AS THIS PROPERTY IS BEING CONVEYED BY GRANTOR, WHICH IS THE SOLE SHAREHOLDER OF GRANTEE AS A CONTRIBUTION TO CAPITAL AND NOT IN EXCHANGE FOR VALUABLE CONSIDERATION.

The benefits and obligations hereunder shall inure to and be binding upon the heirs, executors, administrators, successors and assigns of the respective parties hereto. The words "Grantor" and "Grantee" shall be construed as if they read "Grantors" and "Grantees," respectively, whenever the sense of this indenture so requires; and the use of any gender shall include all genders.

IN WITNESS WHEREOF, Grantor has caused these presents to be executed as of the day and year first above written.

Signed, sealed and delivered in the presence of:

K W RESORT HOLDINGS CORP., a Florida corporation

By: _____
Its Vice President

[Corporate Seal]

[NOTARIZATION ON NEXT PAGE]

FILED FOR RECORD '85 JAN -2 P3:03 DANNY L. KOLHAGE CLK. CIR. CT. MONROE COUNTY

This instrument prepared by:
DEBRA E. COHEN
MYERS, KENIN, LEVINSON, FRANK & RICHARDS
1428 Brickell Avenue
Miami, Florida 33131

DS Paid .45 Date 1-2-85
MONROE COUNTY
DANNY L. KOLHAGE, CLERK CIR. CT.
By _____ D.C.

STATE OF FLORIDA)
SS.
COUNTY OF MONROE)

I hereby certify that on this day personally appeared before me, an officer duly authorized to administer oaths and take acknowledgments, HENRY P. LORBER, as Vice President of K W Resort Holdings Corp., a Florida corporation, to me well known to be the person described in and who executed the foregoing deed, and he acknowledged before me that he executed the same freely and voluntarily for the purposes therein expressed on behalf of said corporation.

WITNESS my hand and official seal at the county and state aforesaid, this 31st day of December 1984.

My Commission Expires: 9/19/88

Royce Vassi
Notary Public

ROYCE VASSI NOTARY PUBLIC STATE OF FLORIDA

DEC/D-KW1

Exhibit 1

Parcel A

A parcel of filled submerged land on Stock Island, Monroe County, Florida, being a portion of that certain submerged land described in T.I.I.F. Deed No. 19837-A; said parcel being more particularly described by "metes and bounds" as follows:
Commence at the intersection of the southeasterly right-of-way line of Fourth Avenue and the southwesterly right-of-way line of Front Street; then S47° 13' 30" E along said southwesterly right-of-way line for 1003.76 feet to the westerly right-of-way line of a 50 foot wide access easement; thence S6° 01' 50" W along said westerly right-or-way line for 313.78 feet to the Point of Beginning of the hereinafter described parcel of land; thence S70° 27' 50" W for 240.30 feet; thence N57° 15' 03" W for 234.83 feet; thence N9° 16' 30" E for 304.20 feet to an intersection with a line 251.44 feet southwesterly of as measured at right angles and parallel to said southwesterly right-of-way of Front Street; thence S47° 13' 30" E along said parallel line for 510.80 feet to the Point of Beginning. Said parcel contains 2.00 acres more or less.

Together with a Non-Exclusive Drainage Easement, the legal description of which is below:

An area being 15 feet in width, the southerly line thereof being more particularly described as follows: begin at the most southerly corner of the property described in the parcel described above, thence south 70 degrees, 27 minutes 50 seconds west along the southwesterly perlongation of the southeasterly boundary line of said above parcel for 250 feet more or less, to the easterly shore line of the existing harbor and the point of termination of said southerly line.

Together with a Non-Exclusive Access Easement, the legal description of which is below:

An area having a minimum width of 25.00 feet and being more particularly described as follows:
Commence at the intersection of the southeasterly right-of-way line of Fourth Avenue and the southwesterly right-of-way line of Front Street; thence S47° 13' 30" E along said southwesterly right-of-way line for 1003.76 feet to the westerly right-of-way line of an existing 50 foot wide access easement; thence S6° 01' 50" W along said westerly right-of-way line for 313.78 feet to the most easterly corner of the proposed S.T.P. site, said corner being the Point of Beginning of the hereinafter described non-exclusive access easement; thence N47° 13' 30" W along the northeasterly boundary of said proposed S.T.P. site for 76.71 feet; thence N42° 46' 30" E for 25.00 feet; thence N69° 24' 10" E for 24.07 feet to an intersection with a line that is 25.00 feet

westerly of, as measured at right angles and parallel to said westerly right-of-way line of the aforementioned 50 foot wide access easement; thence N6° 01' 50" E along said parallel line for 255.73 feet to an intersection with said southwesterly right-of-way line of the aforementioned Front Street; thence S47° 13' 30" E along said southwesterly right-of-way line for 31.20 feet to an intersection with said westerly right-of-way line of the aforementioned 50 foot wide access easement; thence S6° 01' 50"W along said westerly right-of-way line for 313.78 feet to the Point Of Beginning.

Parcel B

The lessee's entire interest in and to the leasehold estate in the following described real property created by and under that certain Business Lease, dated November 15, 1980, as amended by Extension and Modification of Business Lease, dated November 16, 1982, by and between Safe Harbor Marine Railway Corp., a Florida corporation, and Nu-Age Utility Corp., a Florida corporation, which Extension and Modification of Business Lease was recorded November 18, 1982 in Official Records of Monroe County, Florida, in Book 866, Page 2478, and the lessee's interest thereunder assigned to Stock Island Utility Company by assignment dated November 16, 1982:

A parcel of filled submerged land lying Southerly of Block 57, MALONEY'S SUBDIVISION of part of Stock Island according to the Plat thereof, as recorded in Plat Book 1, at Page 55, of the Public Records of Monroe County, Florida, being more particularly described as follows:

COMMENCE at the intersection of the East right-of-way line of Fifth Street (as constructed) and the Southerly right-of-way line of Fifth Avenue (as constructed); thence South 83 degrees 56 minutes 00 seconds East along said Southerly right-of-way line for 500.00 feet; thence at right angles from the last described line, South 6 degrees 04 minutes 00 seconds West from 740.00 feet to the Point of Beginning of the following described parcel of land; thence South 83 degrees 56 minutes 00 seconds East for 191.50 feet; thence South 6 degrees 04 minutes 00 seconds East for 156.13 feet to an intersection a line 20.00 feet Northerly of as measured at right angles and parallel to the Northerly face of an existing concrete block stucco (C.B.S.) one story building; thence North 84 degrees 06 minutes 47 seconds West along said parallel line for 191.50 feet; thence North 6 degrees 04 minutes 00 seconds East for 156.73 feet to the Point of Beginning (the "S.T.P. Site").

AND TOGETHER WITH: A parcel of land approximately 12.3 feet in width, as measured at right angles to and contiguous to the northerly line of the above-described S.T.P. site, said 12.3 foot wide parcel extending from the extended west property line of said above-described S.T.P. site to the extended east property line of said above-described S.T.P. site.

AND TOGETHER WITH: A parcel of land 20 feet in width as measured at right angles to and contiguous to the south property line of the above-described S.T.P. site, said parcel extending from the extended west property line of said S.T.P. site, easterly for a distance of 57.2 feet. Said parcel containing 0.77 acres more or less.

Together with all amendments, substitutions and replacements of said lease and all options and rights of first refusal to purchase the land described above heretofore or hereafter granted to or owned by the lessee under said lease, and specifically including the title, estate and interest in the land described above acquired pursuant to the exercise of any of such options.

Together with the easements described below:

A non-exclusive access easement being 30.00 feet in width, located on a portion of Block 57, Maloney's Subdivision of part of Stock Island according to the plat thereof as recorded in Plat Book 1, Page 55 of the Public Records of Monroe County, Florida and a portion of filled submerged lands lying adjacent thereto as described in T.I.I.F. Deed No. 24078; said easement being more particularly described as follows:

Commence at the intersection of the Easterly right-of-way line of Fifth Street (as constructed) and the Southerly right-of-way line of Fifth Avenue (as constructed); thence S83°56'00"E along said Southerly right-of-way line for 470.00 feet to the Point of Beginning of the hereinafter described non-exclusive access easement; thence S6°04'00"W for 740.00 feet; thence S83°56'00"E for 30.00 feet to the Northwesterly corner of the existing Sewage Treatment Plant site; thence N6°04'00"E for 740.00 feet to an intersection with said Southerly right-of-way line of Fifth Avenue; thence N83°56'00"W along said Southerly right-of-way line for 30.00 feet to the Point of Beginning.

Also, Utility and access easement described as follows:

AND TOGETHER WITH: A parcel of land 30 feet in width as measured at right angles to and contiguous to the west property line of the above described leased premises. Said non-exclusive access easement extending from the extended north property line of said S.T.P. site southerly for a distance of 211.73 feet.

And together with:

A utility easement being 15.00 feet in width, located on filled submerged land lying southerly of Block 57, Maloney's Subdivision of part of Stock Island according to the plat thereof as recorded in Plat Book 1, Page 55 of the Public Records of Monroe County, Florida; the centerline of said easement being more particularly described as follows:

Commence at the intersection of the East right-of-way line of Fifth Street (as constructed) and the Southerly right-of-way line of Fifth Avenue (as constructed); thence S83°56'00"E along said Southerly right-of-way line for 500.00 feet; thence at right angles from the last described line, S6°04'00"W for 721.88 feet to the Point of Beginning of the following described centerline of said utility easement, said Point of Beginning being 18.12 feet northerly of the Northwesterly

corner of the existing Sewage Treatment Plant (S.T.P.) site as measured along the last described line; thence S85°06'45"E along said centerline for 91.10 feet; thence S6°04'00"W for 19.99 feet to an intersection with the northerly property line of said S.T.P. site and the point of termination along said centerline.

Also, Utility and access easements described as follows:

AND TOGETHER WITH: A parcel of land 35 feet in width as measured at right angles to and whose north line is 20 feet south of and parallel to the south property line of the said S.T.P. site.
Said non-exclusive access easement extending from the extended west property line of said S.T.P. site easterly for a distance of 57.2 feet.

AND TOGETHER WITH: A parcel of land 30 feet in width as measured at right angles to the extended east property line of said S.T.P. site and contiguous to the above-described S.T.P. site. Said non-exclusive access easement extending from the south property line of said S.T.P. site south for a distance of 101.27 feet. Centerline of said parcel is along the existing effluent outfall line.

AND TOGETHER WITH: A parcel of land 30 feet in width as measured at right angles to, and whose north line is, 71.27 feet south of the south property line of said S.T.P. site. Said parcel extending from the extended east property line of said S.T.P. site east 68.50 feet. Centerline of said parcel is along the existing effluent outfall line. Said easement extends southerly to the waters of the Atlantic ocean known also as Safe Harbor.

Said lands located on filled submerged land lying southerly of Block 57, Maloney's Subdivision of part of Stock Island according to the plat thereof as recorded in Plat Book 1, at Page 55 of the Public Records of Monroe County, Florida.

Parcel C

A Parcel of land on Stock Island, Monroe County, Florida, being a portion of the filled submerged lands as described in T.I.I.F. Deed No. 24078, lying Southerly of Lots 2 through 4 inclusive and portion of Lots 1 and 5, Block 57, as shown on George L. McDonald's Plat of a part of Stock Island, according to the Plat thereof, as recorded in Plat Book 1, at Page 55, of the Public Records of Monroe County, Florida; being more particularly described as follows:

Commence at the intersection of the center line of Fifth Street, as described in Official Records Book 152, at Page 414, of the Public Records of Monroe County, Florida and the center line of Seventh Aveune, as shown on the Plat of Lincoln Gardens No. 1, according to the Plat thereof, as recorded in Plat Book 5, at Page 89, of the Public Records of Monroe County, Florida; thence South 89 degrees, 41 minutes, 04 seconds East along the Easterly prolongation of said center line of Seventh Aveune for 50.00 feet to an intersection with the Easterly Right-of-Way line of said Fifth Street; thence South 0 degrees, 18 minutes, 56 seconds West along said Easterly Right-of-Way line for 0.57 feet to the point of beginning of the following described parcel of land; thence South 89 degrees, 41 minutes, 04 seconds East for 15.00 feet; thence South 0 degrees, 18 minutes, 56 seconds West for 16.50 feet; thence North 89 degrees, 41 minutes, 04 seconds West for 15.00 feet to an intersection with said Easterly Right-of-Way line; thence North 0 degrees, 18 minutes, 56 seconds East along said Easterly Right-of-Way line for 16.50 feet to the point of beginning.

Parcel D

A Parcel of land on Stock Island, Monroe County, Florida, being a portion of the filled submerged lands as described in T.I.I.F. Deed No. 24078, lying Southerly of Lots 2 through 4 inclusive and portion of Lots 1 and 5, Block 57, as shown on George L. McDonald's Plat of a part of Stock Island, according to the plat thereof, as recorded in Plat Book 1, at Page 55, of the Public Records of Monroe County, Florida; being more particularly described as follows:

Commencing at the intersection of the center line of Fifth Street, as described in Official Records Book 152, at Page 414, of the Public Records of Monroe County, Florida and the center line of Ninth Aveune, as shown on the Plat of Lincoln Gardens No. 1, according to the Plat thereof, as recorded in Plat Book 5, at Page 89, of the Public Records of Monroe County, Florida; thence South 89 degrees, 41 minutes, 04 seconds East along the Easterly prolongation of said center line of Ninth Aveune for 50.00 feet to an intersection with the Easterly Right-of-Way line of said Fifth Street; thence South 0 degrees, 18 minutes, 56 seconds West along said Easterly Right-of-Way line for 49.80 feet to the point of Beginning of the following described parcel of land; thence South 89 degrees, 41 minutes, 04 seconds East for 10.00 feet; thence South 0 degrees, 18 minutes, 56 seconds West for 20.00 feet; thence North 89 degrees, 41 minutes, 04 seconds West for 10.00 feet to an intersection with said Easterly Right-of-Way line; thence North 0 degrees, 18 minutes, 56 seconds East along said Easterly Right-of-Way line for 20.00 feet to the point of beginning.

Together with the following described real property and all of Borrower's right, title, and interest now or hereafter acquired or benefiting any one (1) or more of the parcels described above as Parcel A, Parcel B, Parcel C and Parcel D, to wit:

A. All property and rights, if any, which are, by the express provisions of the Mortgage, required to be subjected to the lien thereof and any additional property and rights that may from time to time hereafter, by instrument or writing of any kind, be subjected to the lien hereof by Borrower or by anyone authorized on Borrower's behalf.

B. All rights to and to access roads on adjacent properties heretofore granted to Borrower and after-acquired title or reversion in and to the beds of any ways, roads, streets, avenues and alleys adjoining the property described as Parcels A, B, C, and/or D.

C. The following described sanitary sewer easement granted by Riviera Drive-in Theatre, Inc. to Stock Island Utility Company, located in Stock Island, Monroe County, Florida, said easement being fifteen (15) feet in width, the centerline of which is described as follows:

COMMENCE at the intersection of the centerline of Fifth Street, as described in O.R. Book 152, Page 414 of the Public Records of Monroe County, Florida and the centerline of Seventh Avenue as shown on the plat of Lincoln Gardens No. 1 according to the plat thereof, as recorded in P.B. 5, P. 89 of the Public Records of Monroe County, Florida; run thence S.89°41'04" E. along the Easterly prolongation of the centerline of Seventh Avenue for 50.0 feet to the intersection with the Easterly right-of-way line of Fifth Street; thence S.00°18'56" W. along said Easterly right-of-way line for 0.57 feet; thence S.89°41'04" E. for 15.0 feet; thence S.00°18'56" W. for 8.25 feet to the POINT OF BEGINNING of said centerline of said 15 foot easement, thence S.84°49'00" E. for 413.0 feet to the center of the metal cover of an existing sanitary sewer manhole; thence S.5°47'30" W. for 499.40 feet to the center of metal cover of an existing sanitary sewer; thence Easterly about 20 feet to the Sewage Treatment Plant property and the termination of said centerline:

Also: A sewer easement (15 feet in width), the centerline of which is described as follows:

COMMENCE at the intersection of the centerline of Fifth Street as described in O.R. Book 152, Page 414 of the Public Records of Monroe County, Florida and the centerline of Ninth Avenue as shown on the plat of Lincoln Gardens No. 1 according to the plat thereof as recorded in P.B. 5, P. 89 of the Public Records of Monroe County, Florida; thence S.89°41'04" E. along the Easterly prolongation of said centerline of Ninth Avenue for 50.0 feet to the intersection with the Easterly right-of-way line of Fifth Street; thence S.00°18'56" W. along said Easterly right-of-way line for 49.80 feet; thence S.89°41'04" E. for 10.0 feet; thence S.00°18'56" W. for 10.0 feet to the POINT OF BEGINNING of said 15 foot easement; thence S.85°06'45" E. for 482.50 feet; thence Southerly about 15 feet to the Sewage Treatment Plant property and the termination of said centerline.

Excepting and reserving the rights of the public to that portion of the above described land which may lie within public highways.

D. The following described sewer easement granted by Riviera Drive-in Theatre, a Florida corporation ("Riviera") to Nu-Age Utility Corp., a Florida corporation ("Nu-Age") for the purpose of laying or causing to be laid sewer pipes and mains and conduits on, under, through, over and across the following described land, to-wit:

The North six (6) feet of the South Half of Block A of "LINCOLN GARDENS NO. 1," as recorded in Plat Book 5, Page 89 of the Public Records of Monroe County, Florida.

ALSO

The North six (6) feet of the South Half of Block B of "LINCOLN GARDENS NO. 1," as recorded in Plat Book 5, Page 89 of the Public Records of Monroe County, Florida.

ALSO

1. The North 6.0 feet of the South 90 feet of Block "C" of "LINCOLN GARDENS NO. 2," as recorded in Plat Book 5, at Page 90 of the Public Records of Monroe County, Florida.

2. The North 6.0 feet of the South 90 feet of Block "D" of "LINCOLN GARDENS NO. 2," as recorded in Plat Book 5, Page 90 of the Public Records of Monroe County, Florida.

3. The North 6.0 feet of the South 90 feet of Block "E" of "LINCOLN GARDENS NO. 2," as recorded in Plat Book 5, at Page 90 of the Public Records of Monroe County, Florida.

4. The North 6.0 feet of Lots 8 and 53, Block "G" of "LINCOLN GARDENS NO. 2," as recorded in Plat Book 5, Page 90 of the Public Records of Monroe County, Florida.

5. The North 15.0 feet of Lot 8, Block "F" of "LINCOLN GARDENS NO. 2," as recorded in Plat Book 5, Page 90 of the Public Records of Monroe County, Florida.

6. The North 6.0 feet of Lots 23 and 38, Block "G" of "LINCOLN GARDENS NO. 2," as recorded in Plat Book 5, Page 90 of the Public Records of Monroe County, Florida.

7. The North 15.0 feet of Lot 23, Block "G" of LINCOLN GARDENS NO. 2," is recorded in Plat Book 5, Page 90 of the Public Records of Monroe County, Florida.

TOGETHER WITH the right of ingress and egress over property of Riviera, so as to afford Nu-Age complete use and enjoyment of this easement, including the right to cut and trim, from time to time, trees, brush, overhanging branches and other natural obstructions on the above described land, which may injure or interfere with the full and complete use of the aforesaid easement.

E. An easement for installation and maintenance for utilities and drainage reserved in Protective Covenants, dated October 1, 1958, by Charley Toppino & Sons, Inc., a Florida corporation, and Joe Balido and Yeleana Balido, his wife, recorded on December 8, 1958, in Monroe County, Florida Official Records Book 139, Pages 144-145 over the following described real property, to wit:

The rear five (5) feet of all Lots comprising Sections 1 and 2 of BALIDO SUBDIVISION, according to the Plat thereof, as recorded in Plat Book 4, Page 57 of the Public Records of Monroe County, Florida, being a resubdivision of Lots 11 through 30 inclusive, Block 52, Stock Island, according to the Plat thereof, recorded in Plat Book 1, Page 55, of the Public Records of Monroe County, Florida.

F. Any and all rights in favor of Stock Island Utility Company or the fee owners or lessees of the above described Parcels A, B, C, and D presently existing or hereafter acquired, including, without limitation rights acquired by lapse of time, adverse possession or prescription, allowing the installation, use, maintenance, repair or replacement of any and all

pipes, conduits, lift stations or other facilities comprising the Sewage Treatment Phase, as presently existing or hereafter modified, supplemented or expanded, including without limitation, any and all pipes, conduits, lift stations or other facilities shown on those certain Engineering Plans, dated May 9, 1966 (Job No. 66-812) comprised of three (3) sheets, prepared by Bailey, Mooney, Post Associates, entitled Site Plan, Plan and Profile and Plan and Profile Detail prepared for B. Bernstein.

Recorded In Official Records Book
In Monroe County, Florida
Record Verified
DANNY L. KOLHAGE
Clerk Circuit Court

Recorded In Official Records Book
In Monroe County, Florida
Record Verified
DANNY L. KOLHAGE
Clerk Circuit Court

DocH 1555014 12/07/2005 4:17PM
Filed & Recorded in Official Records of
MONROE COUNTY DANNY L. KOLHAGE

Prepared by:
John M. Spottswood, Jr., Esq
500 Fleming Street
Key West, FL 33040
(305) 294-9556

12/07/2005 4:17PM
DEED DOC STAMP CL: PW $5,075.00

DocH 1555014
BkH 2171 PgH 408

Parcel ID Number:

Warranty Deed

This Indenture, Made this day of , 2005 A.D., Between
Joseph R. Rackman and Jeffrey W. Bolotin, as Trustees under the provisions of a Trust Agreement dated March 10, 1989 and known as Island Trust.
of the County of Monroe, State of Florida, grantor, and
Key West Transfer Station & Hauling Service, Inc., a corporation existing under the laws of the State of Florida
whose address is P.O.Box 2744, Key West, FL 33040

of the County of Monroe, State of Florida, grantee.

Witnesseth that the GRANTOR, for and in consideration of the sum of
----------TEN DOLLARS ($10)---------- DOLLARS,
and other good and valuable consideration to GRANTOR in hand paid by GRANTEE, the receipt whereof is hereby acknowledged, has granted, bargained and sold to the said GRANTEE and GRANTEES heirs, successors and assigns forever, the following described land, situate, lying and being in the County of Monroe State of Florida to wit

See Exhibit "A" attached hereto and made a part of.

and the grantor does hereby fully warrant the title to said land, and will defend the same against lawful claims of all persons whomsoever

In Witness Whereof, the grantor has hereunto set its hand and seal the day and year first above written

Signed, sealed and delivered in our presence:

Joseph R. Rackman and Jeffrey W. Bolotin,. as Trustees under the provisions of a Trust Agreement dated 3/10/89 & known as Island Trust

Printed Name: SCOTT FRIEDMAN
Witness as to Joseph R. Rackman

By: Joseph R. Rackman, Trustee (Seal)
P.O. Address: P.O.Box 2455, Key West, FL 33045

Printed Name: J. MICHELLE MATTIS
Witness as to Joseph R. Rackman

Printed Name: CAPRICE LAWERY
Witness as to Jeffrey W. Bolotin

By: Jeffrey W. Bolotin, Trustee (Seal)
P.O. Address: P.O.Box 2455, Key West, FL 33045

Printed Name: PATRICIA G SCHMOGER
Witness as to Jeffrey W. Bolotin

STATE OF New York
COUNTY OF

The foregoing instrument was acknowledged before me this day of , 2005 by
Joseph R. Rackman, Trustee on behalf of said trust

who are personally known to me or who have produced their identification. as

Printed Name: CARMEN S. DENEHY
Notary Public
My Commission Expires:

CARMEN S. DENEHY
Notary Public, State of New York
No. 01DE4928251
Qualified in Rockland County
Commission Expires April 25, 2006

04-886JT

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Warranty Deed - Page 2

Parcel ID Number:

Doc# 1555014
Bk# 2171 Pg# 409

STATE OF Maryland
COUNTY OF Montgomery

The foregoing instrument was acknowledged before me this day of , 200

Jeffrey W. Bolotin, Trustee on behalf of said trust.

who is personally known to me or who has produced as identificati

Printed Name: Diane O Dantag
Notary Public
My Commission Expires

MY COMMISSION EXPIRES MAY 1, 2

MY COMMISSION EXPIRES MAY 1, 2008

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Doc# 1555014
Bk# 2171 Pg# 410

EXHIBIT "A"

A parcel of filled submerged land on Stock Island, Monroe County, Florida, being a portion of that certain submerged land described in T.I.I.F. Deed No.: 19837-A; said parcel being more particularly described by "metes and bounds as follows: Commence at the intersection of the Southeasterly right-of-way line of Fourth Avenue and the Southwesterly right-of-way line of Front Street; then S 47 °13'30" E along said Southwesterly right-of-way line for 681.25 feet to the Point of Beginning; thence continue S 47° 13'30" E and continue along the said Southwesterly Right-of-way Line of Front Street for 323.00 feet to the Westerly right-of-way line of a 50 foot wide access easement; thence S 6° 01'50" W along said Westerly right-of-way line for 313.78 feet, thence N 47° 13'30" W for a distance of 510.80 feet; thence N 20 °39'27" E for a distance of 97.53 feet; thence N 55°38'41" E for a distance of 165.23 feet to the Point of Beginning.

MONROE COUNTY
OFFICIAL RECORDS

Doc# 2065640 03/01/2016 1:17PM
Filed & Recorded in Official Records of
MONROE COUNTY AMY HEAVILIN

03/01/2016 1:17PM
DEED DOC STAMP Cl.: Krys $70,000.00

Doc# 2065640
Bk# 2784 Pg# 511

This instrument prepared by and after recording return to:

Bryan Hawks, Esq.
SMITH | OROPEZA | HAWKS
138-142 Simonton Street
Key West, FL 33040

A portion of Parcel Number:
00123760000200356725

$10,000,000.—

(For Recorder's Use Only)

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED, dated as of February 29th, 2016, between **LONGSTOCK II, LLC, A FLORIDA LIMITED LIABILITY COMPANY**, with an address of 7009 Shrimp Road, Suite 2, Key West, Florida 33040 ("Grantor") and **SIMV HOTEL 1, LLC, A DELAWARE LIMITED LIABILITY COMPANY**, with an address at 2121 Ponce de Leon Blvd., Suite 1250, Coral Gables, Florida 33134 ("Grantee").

Grantor, for and in consideration of the sum of $10.00 and other good and valuable consideration paid by Grantee, receipt of which is acknowledged, grants, bargains, sells and conveys to Grantee the land situate, lying and being in Monroe County, Florida, more particularly described on Exhibit "A" ("Property").

TOGETHER WITH (i) any and all structures and improvements on the Property; (ii) all right, title, and interest, if any, of Grantor in any land lying in the bed of any street or highway, opened or proposed, in front of or adjoining the Property; and (iii) all easements, rights of way, privileges, licenses, appurtenances and other rights and benefits belonging to, running with the owner of, or in any way related to the Property.

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

SUBJECT TO: the matters, if any, set forth in Exhibit "B" (collectively "Permitted Exceptions") without intent to reimpose the same.

AND Grantor covenants with Grantee that Grantor is lawfully seized of the Property in fee simple; that Grantor has good right and lawful authority to sell and convey the Property except as may be limited by the Permitted Exceptions; that Grantor fully warrants the title to the Property and will defend the same against the lawful claims of others claiming by, through or under Grantor, except for claims arising from the Permitted Exceptions.

Grantor has executed this Special Warranty Deed as of the date indicated above.

Signed in the presence of:

GRANTOR:

LONGSTOCK II, LLC, A FLORIDA LIMITED LIABILITY COMPANY

Witness: [signature]
Print Name: JOHN NEARY

Witness: [signature]
Print Name: MICHAEL RAYMOND

By: [signature]
Name: Donald A. Foss
Title: Manager

STATE OF Michigan)
)
COUNTY OF Oakland)

This instrument was acknowledged before me on February 5th, 2016, by Donald A. Foss, as Manager of Longstock II, LLC, a Florida limited liability company, on behalf of such company. He is either personally known to me or has produced a driver's license as identification.

My Commission Expires:

SUZANNE C PAZUR
Notary Public, Oakland County, MI
Acting in Oakland County, Michigan
My Commission Expires on 08/28/2019

[signature]
Notary Public, State of Michigan

Suzanne C. Pazur
Notary's name printed:

[NOTARIAL SEAL]

EXHIBIT "A"

LEGAL DESCRIPTION

Condominium Unit No. 4, of STOCK ISLAND MARINA VILLAGE, a Condominium, according to the Declaration of Condominium thereof, recorded February 10, 2016, in Official Records Book 2781, at Page 1313, of the Public Records of Monroe County, Florida, together with an undivided interest in the common elements.

Also described as:

A portion of Section 35, Township 67 South, Range 25 East, Monroe County, Florida, being a parcel of land on Stock Island, described as follows:

COMMENCE at the northwest corner of Block 57, McDONALD'S PLAT OF A PART OF STOCK ISLAND, according to the Plat thereof, as recorded in Plat Book 1, Page 55, of the Public Records of Monroe County, Florida; thence S 84°02'07" E along the north boundary line of said Block 57, a distance of 499.98 feet to the east right-of-way line of Shrimp Road (a 30 foot wide right-of-way); thence S 05°57'53" W along said easterly right-of-way line, 913.55 feet; thence S 05°57'30" W continuing along said east right-of-way line of Shrimp Road, 125.72 feet to the south line of Common Element, STOCK ISLAND MARINA VILLAGE, A CONDOMINIUM and the POINT OF BEGINNING, said point also being a point of cusp on a non-tangent curve, concave to the southeast, having a radius of 15.00 feet and a central angle of 41°05'03" (a radial line bears S 35°09'59" E from said point); thence northeasterly along the south line of said Common Element and the arc of said curve, a distance of 10.76 feet to a point of tangency; thence S 84°04'56" E continuing along the south line of said Common Element, 196.37 feet; thence S 05°32'11" W along the west line of said Common Element, 261.71 feet; thence continue along said west line S 07°30'52" W, 63.57 feet; thence N 84°30'00" W along the north line of said Common Element, 188.39 feet to a point of curvature of a curve concave to the northeast, having a radius of 20.00 feet and a central angle of 63°53'07"; thence northwesterly along the arc of said curve also being the north line of said Common Element, 22.30 feet to the east right-of-way line of said Shrimp Road; thence N 05°57'30" E along said east right-of-way line, 311.87 feet to the POINT OF BEGINNING.

EXHIBIT "B"

PERMITTED EXCEPTIONS

1. Taxes and assessments for the year 2016 and subsequent years, which are not yet due and payable.

2. Subject to reservations by the Trustees of the Internal Improvement Fund of the State of Florida as contained in Deed No. 20083, recorded in Deed Book G-65, at Page 82, saving and reserving to the said Trustees, and their successors, title to an undivided three-fourths of all phosphate, minerals, and metals, and title to an undivided one-half of all petroleum that may be in, on or under the land, with the privilege to mine and develop the same. Note: The right of entry and exploration have been released pursuant to §270.11, F.S.

3. State law under Chapter 76-190 and Chapter 22F8.02 of the Florida Administrative Code for Land Planning of the Florida Key Area of Critical State Concern, recorded August 13, 1976, in Official Records Book 668, at Page 43.

4. Development Agreement between Monroe County and Longstock II, LLC, a Florida limited liability company, recorded July 30, 2014, in Official Records Book 2696, at Page 1445.

5. Monroe County Resolution No. 177-2014, recorded August 20, 2014, in Official Records Book 2699, at Page 1761.

6. Monroe County Planning Commission Resolution No. P43-14, recorded April 8, 2015, in Official Records Book 2733, at Page 1848, and recorded August 28, 2015, in Official Records Book 2758, at Page 203, as re-recorded on November 4, 2015, in Official Records Book 2768, at Page 158.

7. Development Order, recorded September 25, 2015, in Official Records Book 2762, at Page 759.

8. Declaration of Condominium of STOCK ISLAND MARINA VILLAGE, and any Exhibits annexed thereto, recorded February 10, 2016, in Official Records Book 2781, at Page 1313.

9. Parking Easement to be recorded on or about the date hereof.

10. Memorandum of Agreement between Longstock II, LLC, a Florida limited liability company, and CPAC KW, LLC, a Delaware limited liability company to be recorded on or about the date hereof.

11. Assignment of Development Rights between Longstock II, LLC, a Florida limited liability company, and SIMV Hotel 1, LLC, a Delaware limited liability company to be recorded on or about the date hereof.

12. Grant of Non-Exclusive Easement between Safe Harbor Enterprises, Inc., a Florida corporation, and SIMV Hotel 1, LLC, a Delaware limited liability company to be recorded on or about the date hereof.

13. Grant of Utility Easement granted to The Utility Board of The City of Key West, Florida, recorded February 5, 2016, in Official Records Book 2781, at Page 91.

All recording references shall refer to the Public Records of Monroe County, Florida unless otherwise indicated.

MONROE COUNTY
OFFICIAL RECORDS

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Summary

Parcel ID	00123770-000000
Account#	1157911
Property ID	1157911
Millage Group	110A
Location Address	VACANT LAND, STOCK ISLAND
Legal Description	35 67 25 BAY BOTTOM AND FILLED BAY BOTTOM SOUTH OF AND ADJACENT TO BLOCKS 55-56-57 STOCK ISLAND OR399-424/425 OR538-900D/C OR775-1727 OR2531-2026/29 (Note: Not to be used on legal documents.)
Neighborhood	10060
Property Class	VACANT RES (0000)
Subdivision	
Sec/Twp/Rng	35/67/25
Affordable Housing	No

Owner

BERNSTEIN BENJAMIN RESIDUARY TR B U/T/W
PO Box 2455
Key West FL 33045

Valuation

		2018	2017	2016	2015
+	Market Improvement Value	$0	$0	$0	$0
+	Market Misc Value	$76,471	$79,157	$64,794	$55,380
+	Market Land Value	$385,426	$521,933	$527,268	$527,268
=	**Just Market Value**	**$461,897**	**$601,090**	**$592,062**	**$582,648**
=	**Total Assessed Value**	**$461,897**	**$601,090**	**$592,062**	**$582,648**
-	School Exempt Value	$0	$0	$0	$0
=	**School Taxable Value**	**$461,897**	**$601,090**	**$592,062**	**$582,648**

Land

Land Use	Number of Units	Unit Type	Frontage	Depth
COMMERCIAL WATERFRON (1M0W)	96,267.00	Square Foot	0	0
ENVIRONMENTALLY SENS (000X)	6.76	Acreage	0	0

Yard Items

Description	Year Built	Roll Year	Quantity	Units	Grade
WOOD DOCKS	1995	1996	1	1200 SF	3
SEAWALL	1995	1996	1	900 SF	4

Sales

Sale Date	Sale Price	Instrument	Instrument Number	Deed Book	Deed Page	Sale Qualification	Vacant or Improved
6/14/2011	$0	Order (to be used for Order Det. Heirs, Probate in		2531	2026	19 - Unqualified	Vacant

Permits

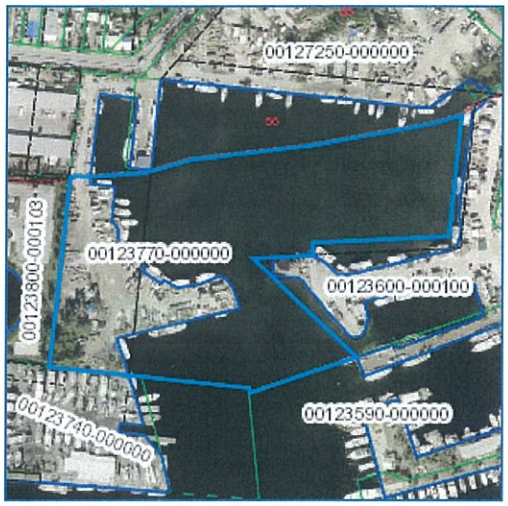
Number	Date Issued	Date Completed	Amount	Permit Type	Notes
08103287	10/7/2008	4/1/2009	$4,000	Commercial	CHANGE OUT ELECTRICAL SERVICE
95-1580	12/1/1995	11/1/1996	$40,000	Commercial	SEAWALL

View Tax Info

View Taxes for this Parcel

Photos

Map



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2018 Notices Only

No data available for the following modules: Buildings, Commercial Buildings, Mobile Home Buildings, Exemptions, Sketches (click to enlarge).

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Summary

Parcel ID	00127250-000000
Account#	1161462
Property ID	1161462
Millage Group	110A
Location Address	5700 4TH Ave, STOCK ISLAND
Legal Description	STOCK ISLAND MALONEY SUB PT SQR 55 PB1-55 AND PT VACATED 5TH AVE OR399-422-423 RESOLUTION DATED 6-14-66 OR497-492/E OR538-900D/C OR687-834/E OR775-1727TRUST B OR918-2087/2101 WILL OR1274-133/34 OR1274-135D/C OR2531-2026/29 (Note: Not to be used on legal documents.)
Neighborhood	10060
Property Class	WAREHOUSE (4800)
Subdivision	
Sec/Twp/Rng	35/67/25
Affordable Housing	No

Owner

BERNSTEIN BENJAMIN RESIDUARY TR B U/T/W
PO Box 2455
Key West FL 33045

Valuation

		2018	2017	2016	2015
+	Market Improvement Value	$0	$0	$0	$0
+	Market Misc Value	$0	$0	$0	$0
+	Market Land Value	$1,574,364	$1,574,364	$1,574,364	$1,574,364
=	**Just Market Value**	**$1,574,364**	**$1,574,364**	**$1,574,364**	**$1,574,364**
=	**Total Assessed Value**	**$1,574,364**	**$1,574,364**	**$1,574,364**	**$1,574,364**
-	School Exempt Value	$0	$0	$0	$0
=	**School Taxable Value**	**$1,574,364**	**$1,574,364**	**$1,574,364**	**$1,574,364**

Land

Land Use	Number of Units	Unit Type	Frontage	Depth
COMMERCIAL DRY (100D)	204,423.00	Square Foot	0	0
COMMERCIAL WATERFRON (100W)	45,302.00	Square Foot	0	0

Commercial Buildings

Style	SERVICE SHOPS-D- / 25D
Gross Sq Ft	2,493
Finished Sq Ft	2,085
Perimiter	0
Stories	3
Interior Walls	
Exterior Walls	CONC BLOCK
Quality	100 ()
Roof Type	
Roof Material	
Exterior Wall1	CONC BLOCK
Exterior Wall2	
Foundation	
Interior Finish	
Ground Floor Area	
Floor Cover	
Full Bathrooms	0
Half Bathrooms	0
Heating Type	
Year Built	1948
Year Remodeled	
Effective Year Built	1975
Condition	

Code	Description	Sketch Area	Finished Area	Perimeter
FLA	FLOOR LIV AREA	2,085	2,085	0

Code	Description	Sketch Area	Finished Area	Perimeter
OPF	OP PRCH FIN LL	408	0	0
TOTAL		2,493	2,085	0

Style	WAREHOUSE/MARINA C / 48C
Gross Sq Ft	7,956
Finished Sq Ft	6,103
Perimiter	0
Stories	1
Interior Walls	
Exterior Walls	C.B.S.
Quality	250 ()
Roof Type	
Roof Material	
Exterior Wall1	C.B.S.
Exterior Wall2	
Foundation	
Interior Finish	
Ground Floor Area	
Floor Cover	
Full Bathrooms	5
Half Bathrooms	0
Heating Type	
Year Built	1958
Year Remodeled	
Effective Year Built	1990
Condition	

Code	Description	Sketch Area	Finished Area	Perimeter
CAN	CANOPY	1,140	0	0
FLA	FLOOR LIV AREA	6,103	6,103	0
OPF	OP PRCH FIN LL	55	0	0
ULP	UNFIN LOAD PLT	658	0	0
TOTAL		7,956	6,103	0

Style	LT MFG/PREENG BLDG-D / 41D
Gross Sq Ft	4,806
Finished Sq Ft	4,806
Perimiter	0
Stories	2
Interior Walls	
Exterior Walls	METAL SIDING
Quality	100 ()
Roof Type	
Roof Material	
Exterior Wall1	METAL SIDING
Exterior Wall2	
Foundation	
Interior Finish	
Ground Floor Area	
Floor Cover	
Full Bathrooms	5
Half Bathrooms	0
Heating Type	
Year Built	1948
Year Remodeled	
Effective Year Built	1949
Condition	

Code	Description	Sketch Area	Finished Area	Perimeter
FLA	FLOOR LIV AREA	4,806	4,806	0
TOTAL		4,806	4,806	0

Style	SERVICE SHOPS-A- / 25A
Gross Sq Ft	2,136
Finished Sq Ft	2,080
Perimiter	0
Stories	2
Interior Walls	
Exterior Walls	METAL SIDING
Quality	250 ()
Roof Type	
Roof Material	
Exterior Wall1	METAL SIDING
Exterior Wall2	
Foundation	
Interior Finish	
Ground Floor Area	
Floor Cover	
Full Bathrooms	6
Half Bathrooms	0
Heating Type	
Year Built	1993
Year Remodeled	

Effective Year Built 2001
Condition

Code	Description	Sketch Area	Finished Area	Perimeter
FLA	FLOOR LIV AREA	2,080	2,080	0
SBU	UTIL UNFIN BLK	56	0	0
TOTAL		2,136	2,080	0

Yard Items

Description	Year Built	Roll Year	Quantity	Units	Grade
ASPHALT PAVING	1947	1948	1	24000 SF	1
LC UTIL BLDG	1959	1960	1	540 SF	3
CONC PATIO	1975	1976	1	21 SF	2
FENCES	1975	1976	1	3250 SF	3
CH LINK FENCE	1982	1983	1	1092 SF	2
UTILITY BLDG	1982	1983	1	120 SF	2
CONC PATIO	1982	1983	1	400 SF	5
UTILITY BLDG	1982	1983	1	64 SF	2
UTILITY BLDG	1988	1989	1	64 SF	2
WALL AIR COND	1989	1990	1	1 UT	2
FENCES	1989	1990	1	200 SF	2
WOOD DECK	1989	1990	1	216 SF	3
WOOD DECK	1989	1990	1	300 SF	2
UTILITY BLDG	1989	1990	1	80 SF	2
TIKI	1990	1991	1	40 SF	2
UTILITY BLDG	1991	1992	1	80 SF	2
CONC PATIO	1992	1993	1	620 SF	2
RW2	1992	1993	1	924 SF	4
CH LINK FENCE	1993	1994	1	1260 SF	2

Sales

Sale Date	Sale Price	Instrument	Instrument Number	Deed Book	Deed Page	Sale Qualification	Vacant or Improved
6/14/2011	$0	Order (to be used for Order Det. Heirs, Probate in		2531	2026	88 - Unqualified	Improved

Permits

Number	Date Issued	Date Completed	Amount	Permit Type	Notes
16102455	5/3/2016		$2,195	Commercial	INSTALL 150LF OF CHAIN LINK FENCE.
16101324	3/24/2016		$37,620		DEMO MAIN WOODEN STRUCTURE. EXISTING CONCRETE BUILDING SLAB TO REMAIN.
14104703	10/21/2014	11/12/2014	$2,450	Commercial	REPLACE DAMAGED 200 AMP SERVICE
12104390	11/2/2012	1/2/2013	$8,000	Commercial	RE-ROOF 1200 SF MODIFIED BITUMEN ROLL
12103462	8/10/2012	11/15/2012	$16,800	Commercial	SEWER TIE-IN
991489	6/17/1999	10/27/1999	$16,500	Commercial	ROOFING

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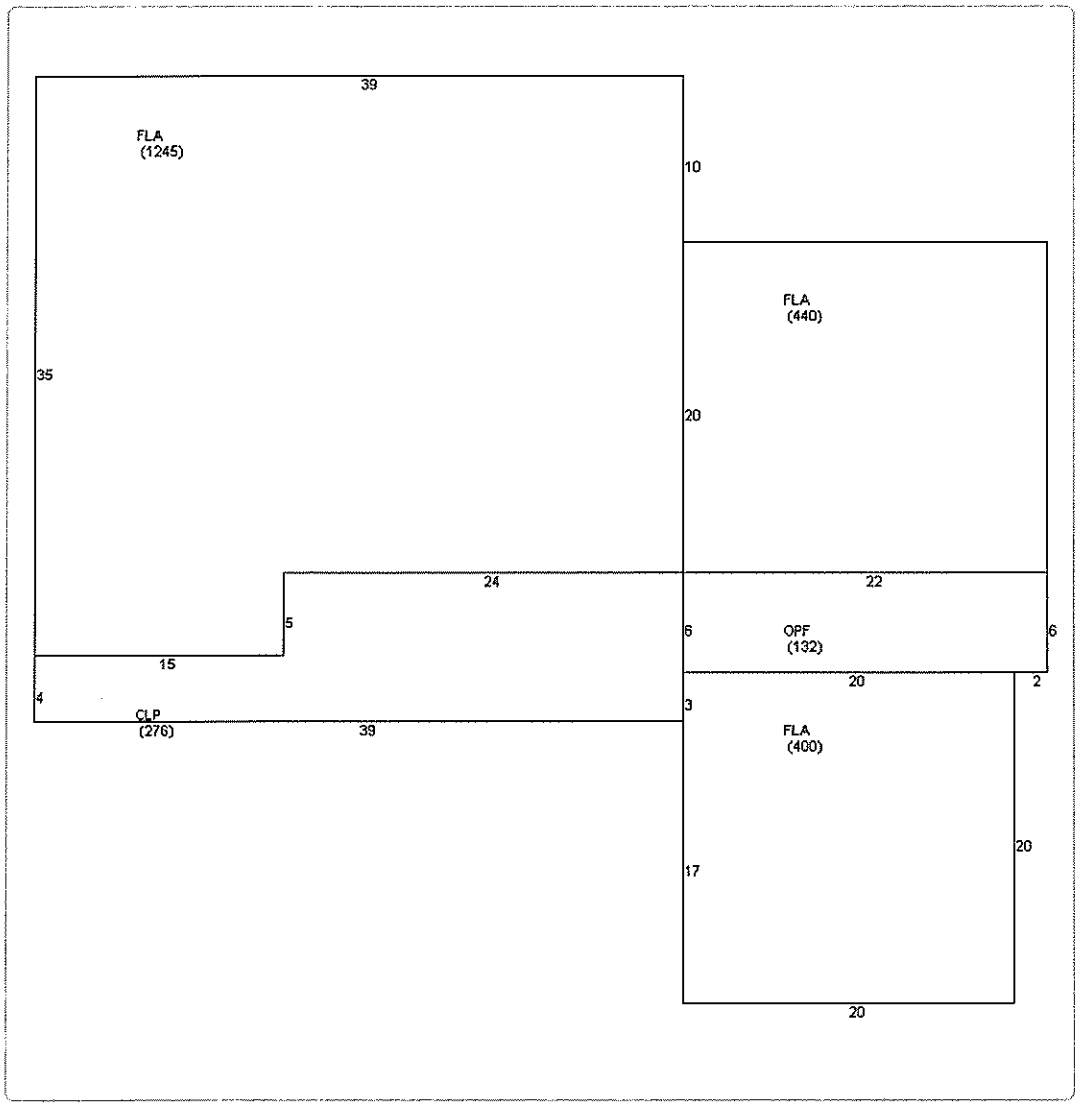
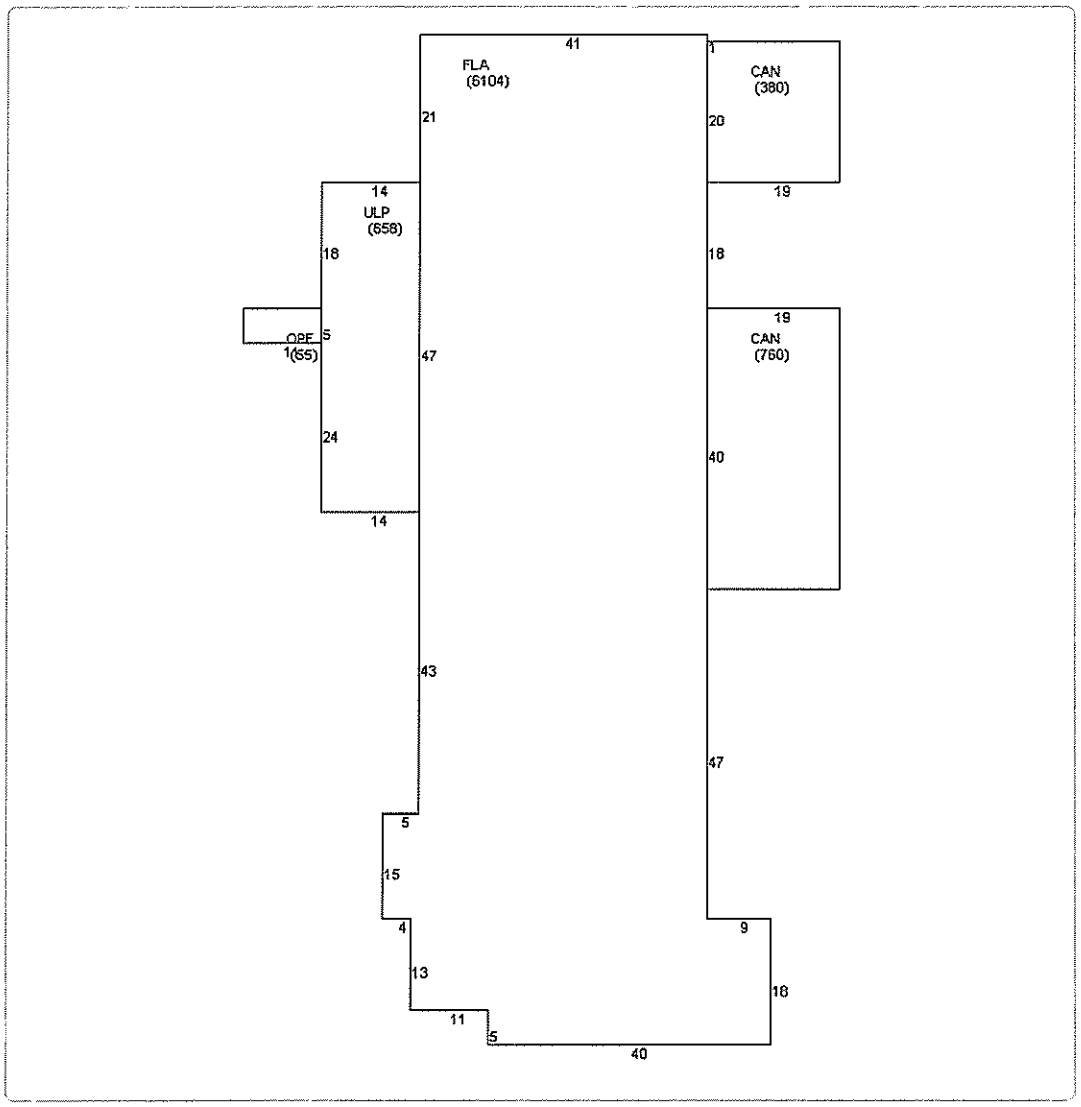
Sketches (click to enlarge)


39
FLA
(1245)
10
FLA
(440)
35
20
24
22
5
6
OPF
(132)
6
15
20
2
4
3
CLP
(276)
39
FLA
(400)
20
17
20


41
FLA
(6104)
1
CAN
(380)
21
20
14
ULP
(658)
19
18
18
19
OPF
1(55)
5
47
CAN
(760)
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43
47
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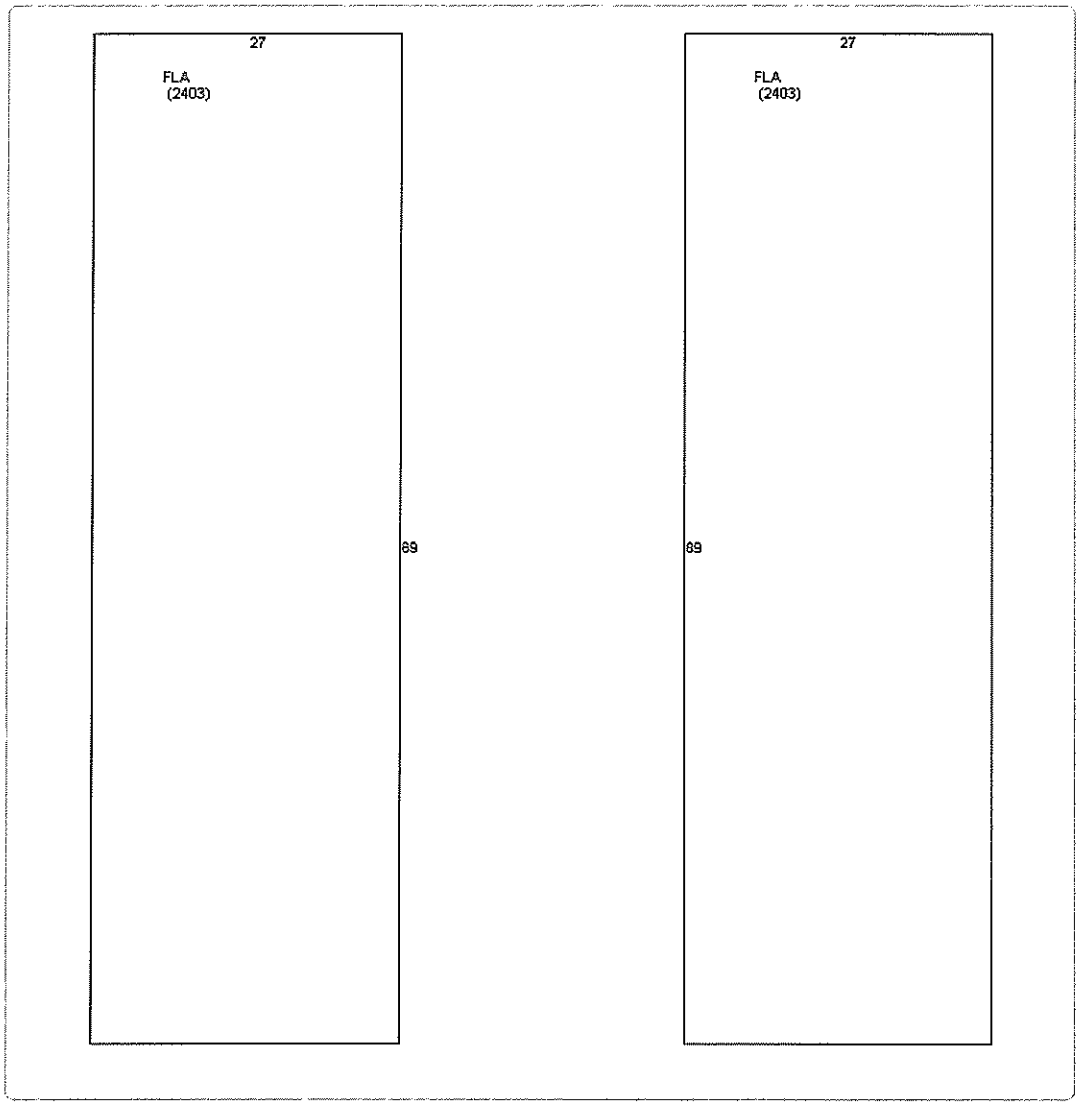
15
4
9
13
18
11
5
40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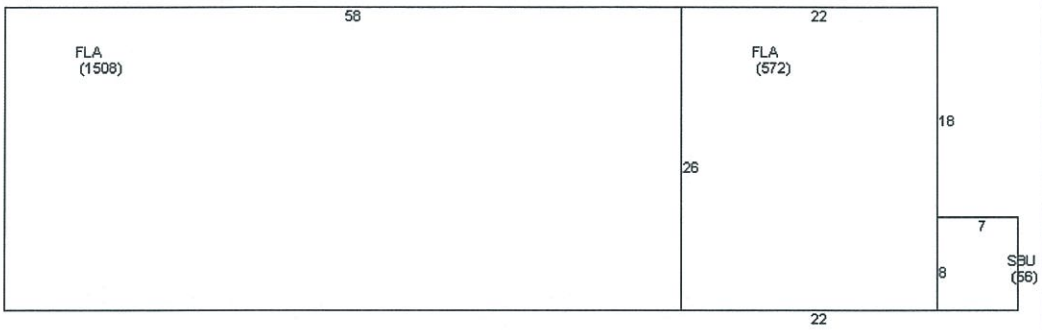
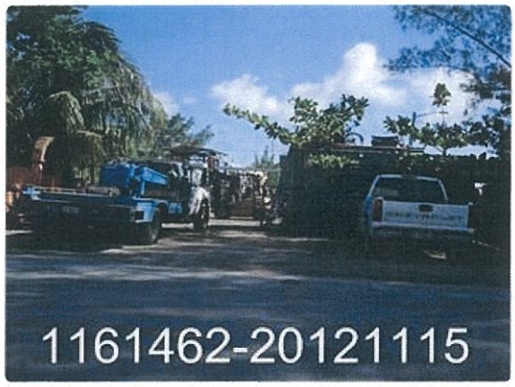
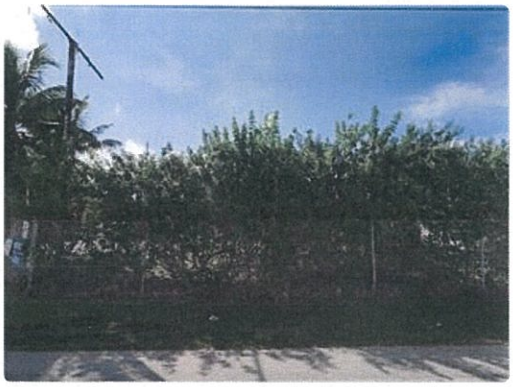
FLA
(2403)
69
27
FLA
(2403)
69



Photos





Map

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Summary

Parcel ID	00127280-000000
Account#	1161497
Property ID	1161497
Millage Group	110A
Location Address	6460 FRONT St, STOCK ISLAND
Legal Description	STOCK ISLAND MALONEY SUB PB 1-55 PT SQR 55 OR399-422-423 OR486-1003-1005E OR538-900 OR687-834-E OR775-1727TRUST B (Note: Not to be used on legal documents.)
Neighborhood	10060
Property Class	OPEN STORAGE (4900)
Subdivision	
Sec/Twp/Rng	35/67/25
Affordable Housing	No

Owner

BERNSTEIN BENJAMIN TRUST B
PO Box 2455
Key West FL 33045

Valuation

		2018	2017	2016	2015
+	Market Improvement Value	$10,762	$0	$13,287	$0
+	Market Misc Value	$1,705	$1,705	$1,705	$0
+	Market Land Value	$605,705	$224,111	$222,960	$222,960
=	**Just Market Value**	**$618,172**	**$225,816**	**$237,952**	**$222,960**
=	**Total Assessed Value**	**$248,398**	**$225,816**	**$237,952**	**$222,960**
-	School Exempt Value	$0	$0	$0	$0
=	**School Taxable Value**	**$618,172**	**$225,816**	**$237,952**	**$222,960**

Land

Land Use	Number of Units	Unit Type	Frontage	Depth
COMMERCIAL DRY (100D)	44,867.00	Square Foot	0	0

Commercial Buildings

Style	ELEC/TELEPHONE ETC D / 91D
Gross Sq Ft	694
Finished Sq Ft	0
Perimiter	0
Stories	
Interior Walls	
Exterior Walls	
Quality	250 ()
Roof Type	FLAT OR SHED
Roof Material	ASPHALT SHINGL
Exterior Wall1	
Exterior Wall2	
Foundation	CONC PILINGS
Interior Finish	
Ground Floor Area	
Floor Cover	PLYWD/PR BD
Full Bathrooms	0
Half Bathrooms	0
Heating Type	NONE
Year Built	2001
Year Remodeled	0
Effective Year Built	2003
Condition	AVERAGE

Code	Description	Sketch Area	Finished Area	Perimeter
EUF	ELEV UNFIN FD	347	0	0
OUU	OP PR UNFIN UL	9	0	0

Code	Description	Sketch Area	Finished Area	Perimeter
SBF	UTIL FIN BLK	338	0	0
TOTAL		694	0	0

Yard Items

Description	Year Built	Roll Year	Quantity	Units	Grade
CH LINK FENCE	1974	1975	1	1920 SF	1

Permits

Number	Date Issued	Date Completed	Amount	Permit Type	Notes
034305	11/19/2003		$50,000		COMMERIAL

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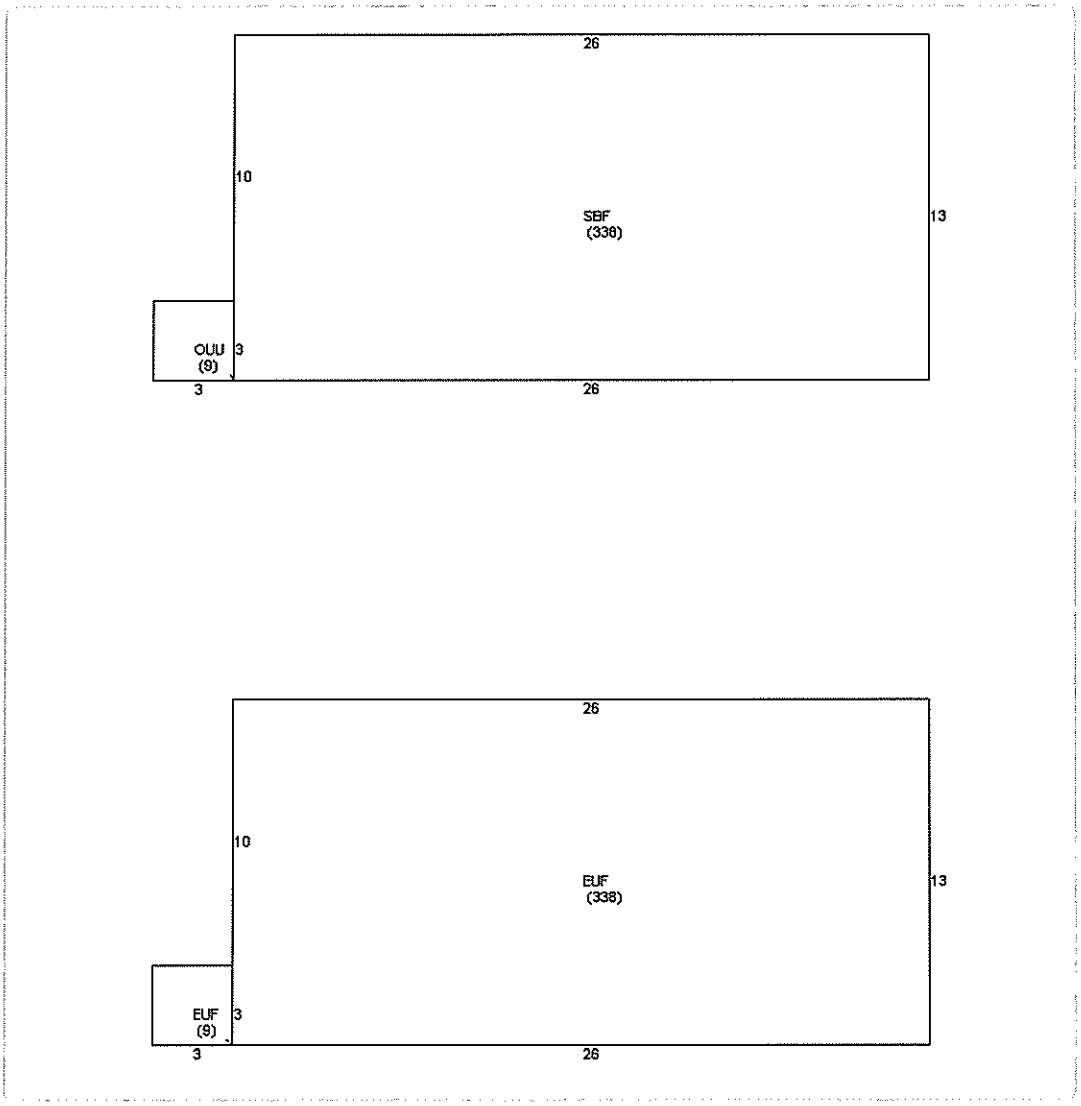
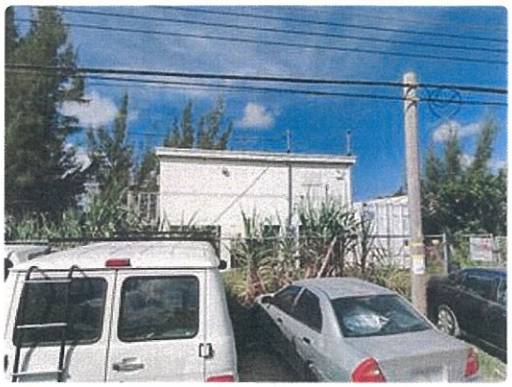
View Taxes for this Parcel

Sketches (click to enlarge)



Photos



Map

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Summary

Parcel ID	00127290-000000
Account#	1161501
Property ID	1161501
Millage Group	110A
Location Address	VACANT LAND, STOCK ISLAND
Legal Description	STOCK ISLAND MALONEY SUB ALL SQR 56 PB1-55 & PT VACATED 4TH AVE OR399-424-425 RESOLUTION DATED 6/14/66 OR538-900 OR775-1721/1728(PROB #73-96) OR918-2087/2101(WILL) (Note: Not to be used on legal documents.)
Neighborhood	10060
Property Class	OPEN STORAGE (4900)
Subdivision	
Sec/Twp/Rng	35/67/25
Affordable Housing	No

Owner

BERNSTEIN BENJAMIN TRUST B
PO Box 2455
Key West FL 33045

Valuation

		2018	2017	2016	2015
+	Market Improvement Value	$0	$0	$0	$0
+	Market Misc Value	$0	$0	$0	$0
+	Market Land Value	$320,282	$320,282	$320,282	$320,282
=	**Just Market Value**	**$320,282**	**$320,282**	**$320,282**	**$320,282**
=	**Total Assessed Value**	**$320,282**	**$320,282**	**$320,282**	**$320,282**
-	School Exempt Value	$0	$0	$0	$0
=	**School Taxable Value**	**$320,282**	**$320,282**	**$320,282**	**$320,282**

Land

Land Use	Number of Units	Unit Type	Frontage	Depth
COMMERCIAL WATERFRON (100W)	13,080.00	Square Foot	0	0
(9500)	0.30	Acreage	0	0

Yard Items

Description	Year Built	Roll Year	Quantity	Units	Grade
SEAWALL	1959	1960	1	831 SF	4
CONCRETE DOCK	1968	1969	1	277 SF	4
UTILITY BLDG	1975	2011	1	132 SF	4

Permits

Number	Date Issued	Date Completed	Amount	Permit Type	Notes
10100182	2/23/2010		$2,500	Commercial	UPGRADE ELEC
09100884	3/16/2009	4/3/2009	$1,200	Commercial	SEPTIC ABANDONMENT
09100542	2/19/2009	3/31/2009	$7,000	Commercial	DEMO FISH HOUSE
09100511	2/13/2009	3/31/2009	$900	Commercial	TEMP POLE FOR BURNED OUT BUILDING

View Tax Info

View Taxes for this Parcel

Photos

Map

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Summary

Parcel ID	00127380-000000
Account#	1161594
Property ID	1161594
Millage Group	110A
Location Address	5550 5TH Ave, STOCK ISLAND
Legal Description	STOCK ISLAND MALONEY SUB SUBDIVISION PB 1-55 PT LOT 13 SQR 57 OR193-269 OR399-424-425 OR538-900 OR775-1721/28(PROB 73-96) OR918-2087/2101(WILL) (Note: Not to be used on legal documents.)
Neighborhood	10060
Property Class	COMMERCIAL (1000)
Subdivision	
Sec/Twp/Rng	35/67/25
Affordable Housing	No

Owner

BERNSTEIN BENJAMIN TRUST B
PO Box 2455
Key West FL 33045

Valuation

		2018	2017	2016	2015
+	Market Improvement Value	$0	$0	$0	$0
+	Market Misc Value	$35,600	$35,600	$28,480	$23,734
+	Market Land Value	$2,177,677	$573,592	$575,958	$575,958
=	**Just Market Value**	**$2,213,277**	**$609,192**	**$604,438**	**$599,692**
=	**Total Assessed Value**	**$621,298**	**$564,816**	**$513,469**	**$466,790**
-	School Exempt Value	$0	$0	$0	$0
=	**School Taxable Value**	**$2,213,277**	**$609,192**	**$604,438**	**$599,692**

Land

Land Use	Number of Units	Unit Type	Frontage	Depth
COMMERCIAL WATERFRON (100W)	17,923.00	Square Foot	0	0
(9500)	0.32	Acreage	0	0

Yard Items

Description	Year Built	Roll Year	Quantity	Units	Grade
SEAWALL	1975	1976	1	870 SF	4

Permits

Number	Date Issued	Date Completed	Amount	Permit Type	Notes
01/4430	12/4/2001		$1		TEMP.ELECT

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Map

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Summary

Parcel ID	00123730-000100
Account#	9089578
Property ID	9089578
Millage Group	110A
Location Address	6811 SHRIMP Rd, STOCK ISLAND
Legal Description	35 67 25 BAY BTM SOUTH OF ADJ TO PT BLK 57 STOCK ISLAND OR286-270/73 OR315-531/32 OR866-2460/2464E OR866-2474/2477E OR866-2451/2455E OR2301-2206/07 OR2301-2208 OR2319-136/37C OR2319-138/39C (Note: Not to be used on legal documents.)
Neighborhood	10060
Property Class	LIGHT MANUFACTURING (4100)
Subdivision	
Sec/Twp/Rng	36/67/25
Affordable Housing	No

Owner

CONSTELLATION YACHTS INC
6811 Shrimp Rd
Key West FL 33040

Valuation

		2018	2017	2016	2015
+	Market Improvement Value	$0	$0	$0	$0
+	Market Misc Value	$0	$0	$0	$0
+	Market Land Value	$890,000	$890,000	$890,000	$890,000
=	**Just Market Value**	**$890,000**	**$890,000**	**$890,000**	**$890,000**
=	**Total Assessed Value**	**$890,000**	**$890,000**	**$890,000**	**$890,000**
-	School Exempt Value	$0	$0	$0	$0
=	**School Taxable Value**	**$890,000**	**$890,000**	**$890,000**	**$890,000**

Land

Land Use	Number of Units	Unit Type	Frontage	Depth
COMMERCIAL DRY (100D)	33,260.00	Square Foot	0	0

Commercial Buildings

Style	LT MFG/PREENG BLDG-D / 41D
Gross Sq Ft	12,600
Finished Sq Ft	12,600
Perimiter	0
Stories	1
Interior Walls	WD PANL/CUSTOM
Exterior Walls	METAL SIDING
Quality	350 ()
Roof Type	STEEL TRUSS
Roof Material	METAL
Exterior Wall1	METAL SIDING
Exterior Wall2	
Foundation	CONCRETE SLAB
Interior Finish	WD PANL/CUSTOM
Ground Floor Area	
Floor Cover	
Full Bathrooms	0
Half Bathrooms	0
Heating Type	
Year Built	2007
Year Remodeled	
Effective Year Built	2007
Condition	

Code	Description	Sketch Area	Finished Area	Perimeter
FLA	FLOOR LIV AREA	12,600	12,600	0
TOTAL		**12,600**	**12,600**	**0**

Sales

Sale Date	Sale Price	Instrument	Instrument Number	Deed Book	Deed Page	Sale Qualification	Vacant or Improved
6/12/2007	$352,500	Warranty Deed		2301	2208	Z - Unqualified	Vacant

Permits

Number	Date Issued	Date Completed	Amount	Permit Type	Notes
14100927	9/30/2014	9/30/2014	$6,100	Commercial	ATF SHED
14100927	9/30/2014	2/12/2015	$6,100	Commercial	"ATF" ELEVATED SHED. ELECTRIC INCLUDED
07101396	4/26/2007	6/26/2007	$72,976	Commercial	Fire Sprinkler System
06106680	1/9/2007	8/20/2007	$8,500	Commercial	Elec Misc
04-0820	3/29/2004	5/17/2005	$5,700	Commercial	Fence Retaining
00104071	8/5/2002	12/30/2002	$81,702	Commercial	Boat Bldgs
01/0757	3/15/2001	7/16/2001	$21,000	Commercial	Roofing
990300	1/27/1999	7/16/2001	$1,200	Commercial	Elec Misc
990244	1/25/1999	7/16/2001	$1,000	Commercial	Elec
A-9467	5/1/1982	12/1/1982	$6,000	Commercial	Screened Net Shed

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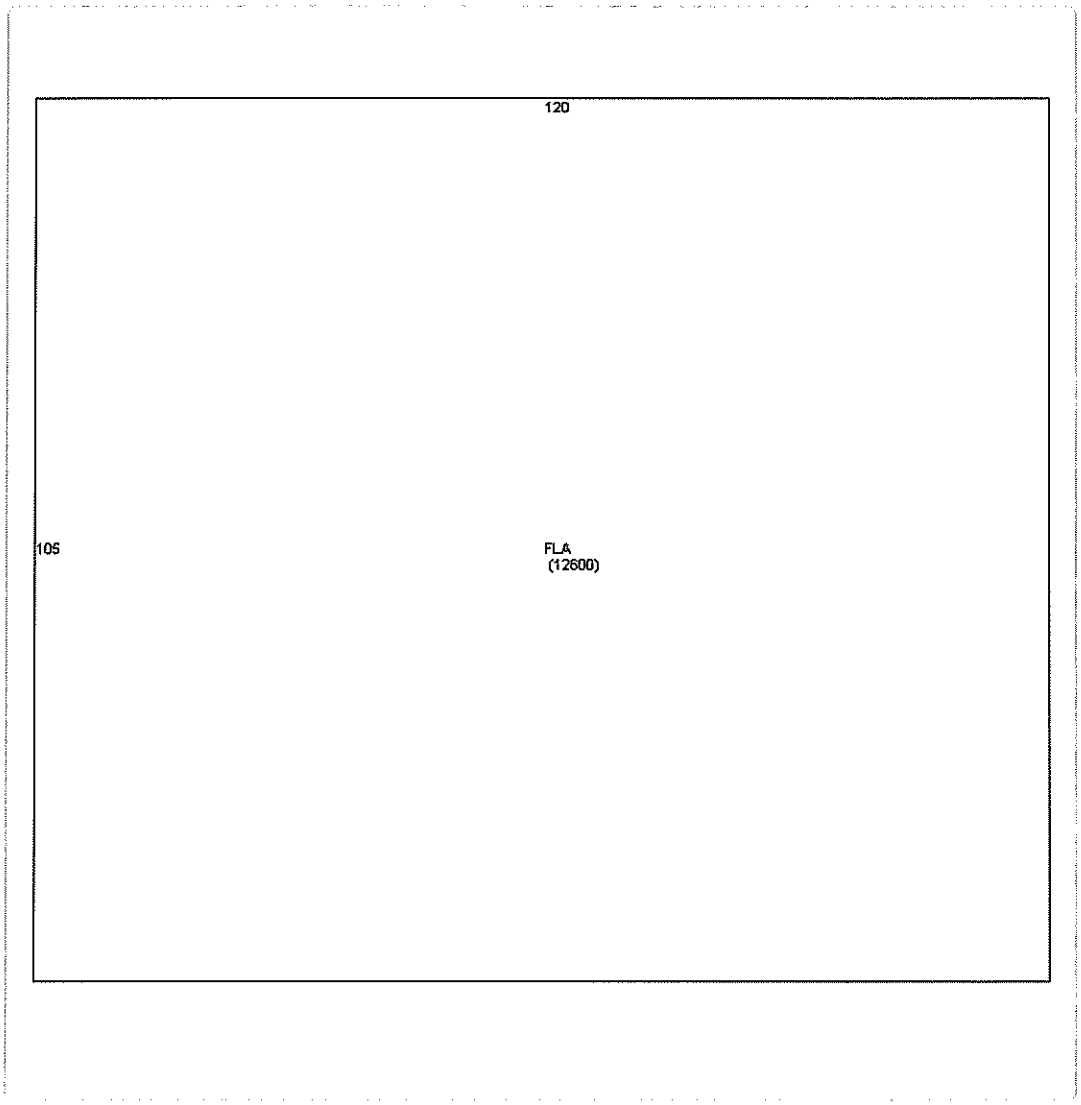
Sketches (click to enlarge)



Photos

Map

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Summary

Parcel ID	00123800-000101
Account#	9039163
Property ID	9039163
Millage Group	110A
Location Address	5550 5TH Ave, STOCK ISLAND
Legal Description	DOG TRACK PARCELS CONDOMINIUM PARCEL 1 OR2164-567-580(2ND AMEND TO DECL) OR2308-417/18 (Note: Not to be used on legal documents.)
Neighborhood	139
Property Class	VACANT RES (0000)
Subdivision	
Sec/Twp/Rng	35/67/25
Affordable Housing	No

Owner

HARBOR BAY INVESTMENTS LLC
1424 S Roosevelt Blvd
Key West FL 33040

Valuation

		2018	2017	2016	2015
+	Market Improvement Value	$0	$0	$0	$0
+	Market Misc Value	$46,682	$46,978	$47,601	$41,621
+	Market Land Value	$259,380	$259,380	$258,484	$258,484
=	**Just Market Value**	**$306,062**	**$306,358**	**$306,085**	**$300,105**
=	**Total Assessed Value**	**$306,062**	**$306,358**	**$306,085**	**$300,105**
-	School Exempt Value	$0	$0	$0	$0
=	**School Taxable Value**	**$306,062**	**$306,358**	**$306,085**	**$300,105**

Land

Land Use	Number of Units	Unit Type	Frontage	Depth
COMMERCIAL DRY (100D)	1.31	Acreage	0	0

Yard Items

Description	Year Built	Roll Year	Quantity	Units	Grade
CH LINK FENCE	1952	1953	1	3156 SF	1
ASPHALT PAVING	1952	1953	1	37510 SF	2
CH LINK FENCE	2008	2009	1	4000 SF	1

Sales

Sale Date	Sale Price	Instrument	Instrument Number	Deed Book	Deed Page	Sale Qualification	Vacant or Improved
7/11/2007	$1	Warranty Deed		2308	417	M - Unqualified	Improved

Permits

Number	Date Issued	Date Completed	Amount	Permit Type	Notes
07105110	2/19/2008	4/2/2008	$11,500	Commercial	Chain link fence 800 x 5

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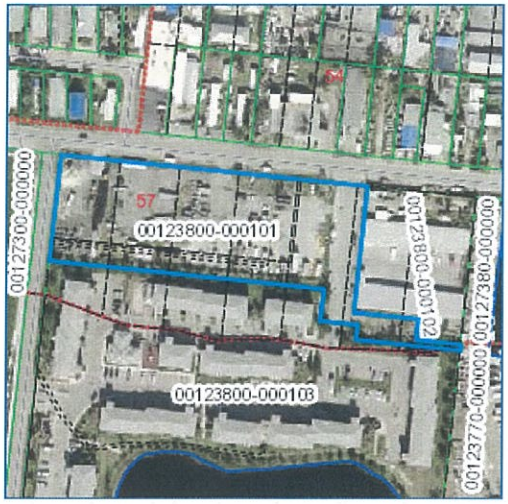
Map



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Summary

Parcel ID	00123800-000102
Account#	9039174
Property ID	9039174
Millage Group	110A
Location Address	5550 5TH Ave 1-10, STOCK ISLAND
Legal Description	DOG TRACK PARCELS CONDOMINIUM PARCEL 2 OR2164-567/80(2ND AMEND TO DECL) OR2308-412/13Q/C OR2308-417/18 (Note: Not to be used on legal documents.)
Neighborhood	139
Property Class	WAREHOUSE (4800)
Subdivision	
Sec/Twp/Rng	35/67/25
Affordable Housing	No

Owner

HARBOR BAY INVESTMENTS LLC
1424 S Roosevelt Blvd
Key West FL 33040

Valuation

		2018	2017	2016	2015
+	Market Improvement Value	$384,090	$384,090	$384,089	$384,089
+	Market Misc Value	$25,393	$25,393	$25,393	$22,086
+	Market Land Value	$194,208	$194,208	$193,539	$193,539
=	**Just Market Value**	**$603,691**	**$603,691**	**$603,021**	**$599,714**
=	**Total Assessed Value**	**$603,691**	**$603,691**	**$603,021**	**$599,714**
-	School Exempt Value	$0	$0	$0	$0
=	**School Taxable Value**	**$603,691**	**$603,691**	**$603,021**	**$599,714**

Land

Land Use	Number of Units	Unit Type	Frontage	Depth
COMMERCIAL DRY (100D)	0.96	Acreage	0	0

Commercial Buildings

Style	1 STORY STORES / 11C
Gross Sq Ft	7,580
Finished Sq Ft	6,368
Perimiter	0
Stories	1
Interior Walls	
Exterior Walls	C.B.S.
Quality	200 ()
Roof Type	
Roof Material	
Exterior Wall1	C.B.S.
Exterior Wall2	
Foundation	
Interior Finish	
Ground Floor Area	
Floor Cover	
Full Bathrooms	0
Half Bathrooms	0
Heating Type	
Year Built	1975
Year Remodeled	
Effective Year Built	1957
Condition	

Code	Description	Sketch Area	Finished Area	Perimeter
FLA	FLOOR LIV AREA	6,368	6,368	0
OPF	OP PRCH FIN LL	1,212	0	0

Code	Description	Sketch Area	Finished Area	Perimeter
TOTAL		7,580	6,368	0

Style	1 STORY STORES / 11C
Gross Sq Ft	7,280
Finished Sq Ft	6,188
Perimiter	0
Stories	1
Interior Walls	
Exterior Walls	C.B.S.
Quality	200 ()
Roof Type	
Roof Material	
Exterior Wall1	C.B.S.
Exterior Wall2	
Foundation	
Interior Finish	
Ground Floor Area	
Floor Cover	
Full Bathrooms	0
Half Bathrooms	0
Heating Type	
Year Built	1989
Year Remodeled	
Effective Year Built	1957
Condition	

Code	Description	Sketch Area	Finished Area	Perimeter
FLA	FLOOR LIV AREA	6,188	6,188	0
OPF	OP PRCH FIN LL	1,092	0	0
TOTAL		7,280	6,188	0

Yard Items

Description	Year Built	Roll Year	Quantity	Units	Grade
ASPHALT PAVING	1952	1953	1	10725 SF	2
CONC PATIO	1952	1953	1	400 SF	2
CH LINK FENCE	1952	1953	1	4921 SF	2
FENCES	1976	1977	1	1134 SF	3
FENCES	1979	1980	1	960 SF	3

Sales

Sale Date	Sale Price	Instrument	Instrument Number	Deed Book	Deed Page	Sale Qualification	Vacant or Improved
7/11/2007	$2,029,200	Warranty Deed		2308	417	M - Unqualified	Improved

Permits

Number	Date Issued	Date Completed	Amount	Permit Type	Notes
15105556	11/19/2015	12/3/2015	$2,000		EMERGENCY ELECTRIC
15102223	5/8/2015	6/29/2015	$81,500		REMOVE T & G ROOF COVERING DOWN TO CONCRETE DECK. REPAIR & REPLACE EAVE METAL. INSTALL 75# BASE SHHET, 1" PLY POLYGLASS, 1 PLY MODIFIED BITUMEN GRANULATED CAP SHEET. INSTALL GRANULES AT LAPS.

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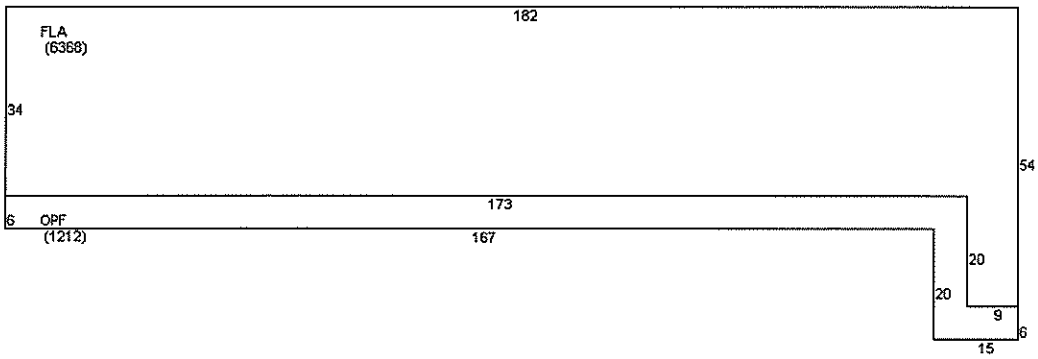
Sketches (click to enlarge)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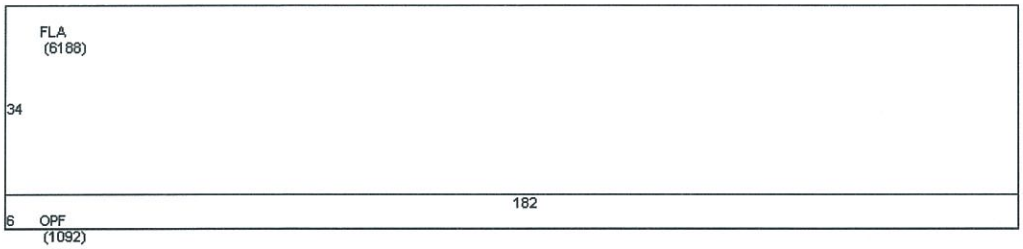

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Summary

Parcel ID	00123540-000000
Account#	1157651
Property ID	1157651
Millage Group	110A
Location Address	6840 FRONT St, STOCK ISLAND
Legal Description	35 67 25 PT OF BAY BTM SOUTH OF AND ADJ TO SQR 55 AND 56 PLAT OF STOCK ISLAND PB1-55 (A/K/A PARCELS A AND C) OR395-903/06 OR395-898/99 OR395-909/10 OR902-283/96 OR902-877/90 OR1015-99/115 OR1068-52/62 OR1068-65/75 OR1191-2293/15 OR1900-552/53 OR2294-1587/88 OR2367-2137 OR2598-2144/50 OR2687-695/97 OR2773-90/94 OR2903-958/66 (Note: Not to be used on legal documents.)
Neighborhood	10060
Property Class	WAREHOUSE (4800)
Subdivision	
Sec/Twp/Rng	35/67/25
Affordable Housing	No

Owner

KEYS FRESH SEAFOOD LLC
41 Bay Dr
Key West FL 33040

Valuation

		2018	2017	2016	2015
+	Market Improvement Value	$321,523	$284,656	$326,908	$340,161
+	Market Misc Value	$196,182	$240,627	$196,182	$165,259
+	Market Land Value	$1,104,434	$1,096,856	$1,104,434	$1,104,434
=	**Just Market Value**	**$1,622,139**	**$1,622,139**	**$1,627,524**	**$1,609,854**
=	**Total Assessed Value**	**$1,622,139**	**$1,622,139**	**$1,627,524**	**$1,609,854**
-	School Exempt Value	$0	$0	$0	$0
=	**School Taxable Value**	**$1,622,139**	**$1,622,139**	**$1,627,524**	**$1,609,854**

Land

Land Use	Number of Units	Unit Type	Frontage	Depth
COMMERCIAL WATERFRON (100W)	39,875.00	Square Foot	0	0
(9500)	4.80	Acreage	0	0

Commercial Buildings

Style	PACKING PLANTS / 44C
Gross Sq Ft	5,431
Finished Sq Ft	4,131
Perimiter	0
Stories	2
Interior Walls	
Exterior Walls	CONC BLOCK
Quality	300 ()
Roof Type	
Roof Material	
Exterior Wall1	CONC BLOCK
Exterior Wall2	
Foundation	
Interior Finish	
Ground Floor Area	
Floor Cover	
Full Bathrooms	3
Half Bathrooms	0
Heating Type	
Year Built	1963
Year Remodeled	
Effective Year Built	1994
Condition	

Code	Description	Sketch Area	Finished Area	Perimeter
CAN	CANOPY	300	0	0

Code	Description	Sketch Area	Finished Area	Perimeter
FLA	FLOOR LIV AREA	4,131	4,131	0
CLP	LOAD PLATFM	700	0	0
ULP	UNFIN LOAD PLT	160	0	0
SBU	UTIL UNFIN BLK	140	0	0
TOTAL		5,431	4,131	0

Yard Items

Description	Year Built	Roll Year	Quantity	Units	Grade
CONCRETE DOCK	1962	1963	1	984 SF	4
SEAWALL	1975	1976	1	3256 SF	5
CARPORT	1976	1977	1	100 SF	2
UTILITY BLDG	1976	1977	1	150 SF	2
BOAT RAMP	1976	1977	1	800 SF	3
RW2	1984	1985	1	480 SF	3
WALL AIR COND	1988	1989	1	3 UT	1
WALL AIR COND	1989	1990	1	2 UT	3
UTILITY BLDG	1989	1990	1	320 SF	1
UTILITY BLDG	1994	1995	1	160 SF	1
UTILITY BLDG	1994	1995	1	320 SF	1
CONCRETE DOCK	1963	2004	1	1880 SF	1
CH LINK FENCE	2014	2015	1	4680 SF	2

Sales

Sale Date	Sale Price	Instrument	Instrument Number	Deed Book	Deed Page	Sale Qualification	Vacant or Improved
4/24/2018	$5,290,000	Warranty Deed	2166108	2903	958	30 - Unqualified	Improved
12/7/2015	$4,225,000	Warranty Deed		2773	90	30 - Unqualified	Improved
5/27/2014	$3,000,000	Warranty Deed		2687	695	12 - Unqualified	Improved
10/22/2012	$12,800,600	Warranty Deed		2598	2144	12 - Unqualified	Improved
6/13/2008	$13,950,000	Warranty Deed		2367	2137	K - Unqualified	Improved
5/15/2007	$8,600,000	Warranty Deed		2294	1587	Q - Qualified	Improved
6/17/2003	$500,000	Warranty Deed		1900	0552	M - Unqualified	Improved
11/1/1991	$580,100	Warranty Deed		1191	2293	Q - Qualified	Improved

Permits

Number	Date Issued	Date Completed	Amount	Permit Type	Notes
16107232	10/20/2016		$9,000	Commercial	INSTALL 3 HEADLESS DUCTLESS AC SYSTEMS. REPLACE EXISTING SPLIT SYSTEM WITH NEW. REVISION A
16107246	10/18/2016		$2,250	Commercial	INSTALLATION OF POWER FOR AVIATION FUEL SYSTEM
15101499	5/27/2015		$51,663	Commercial	"ATF" WINDOWS, DRYWALL, INTERIOR PARTITIONS, DOORS, ELECTRIC AND STAIN FLOORS
15100167	2/9/2015	12/3/2015	$12,000	Commercial	APPLY DECORATIVE CONCRETE TOPPING TO EXISTING DOCK
13102354	6/28/2013		$10,000		979 LF CHAIN LINK FENCE 6' HIGH
08103279	2/2/2009	3/31/2009	$10,000	Commercial	ATF VENTILATION HOOD
07105206	1/8/2008	5/20/2008	$1,300	Commercial	SECURITY ALARM SYSTEM
07104189	10/25/2007	2/5/2008	$14,000	Commercial	Elec Upgrade
981525	10/20/1998	6/15/1999	$12,000	Commercial	ROOFING
A-5004	3/1/1979	12/1/1979	$60,000	Commercial	ADDITION TO ICE PLANT

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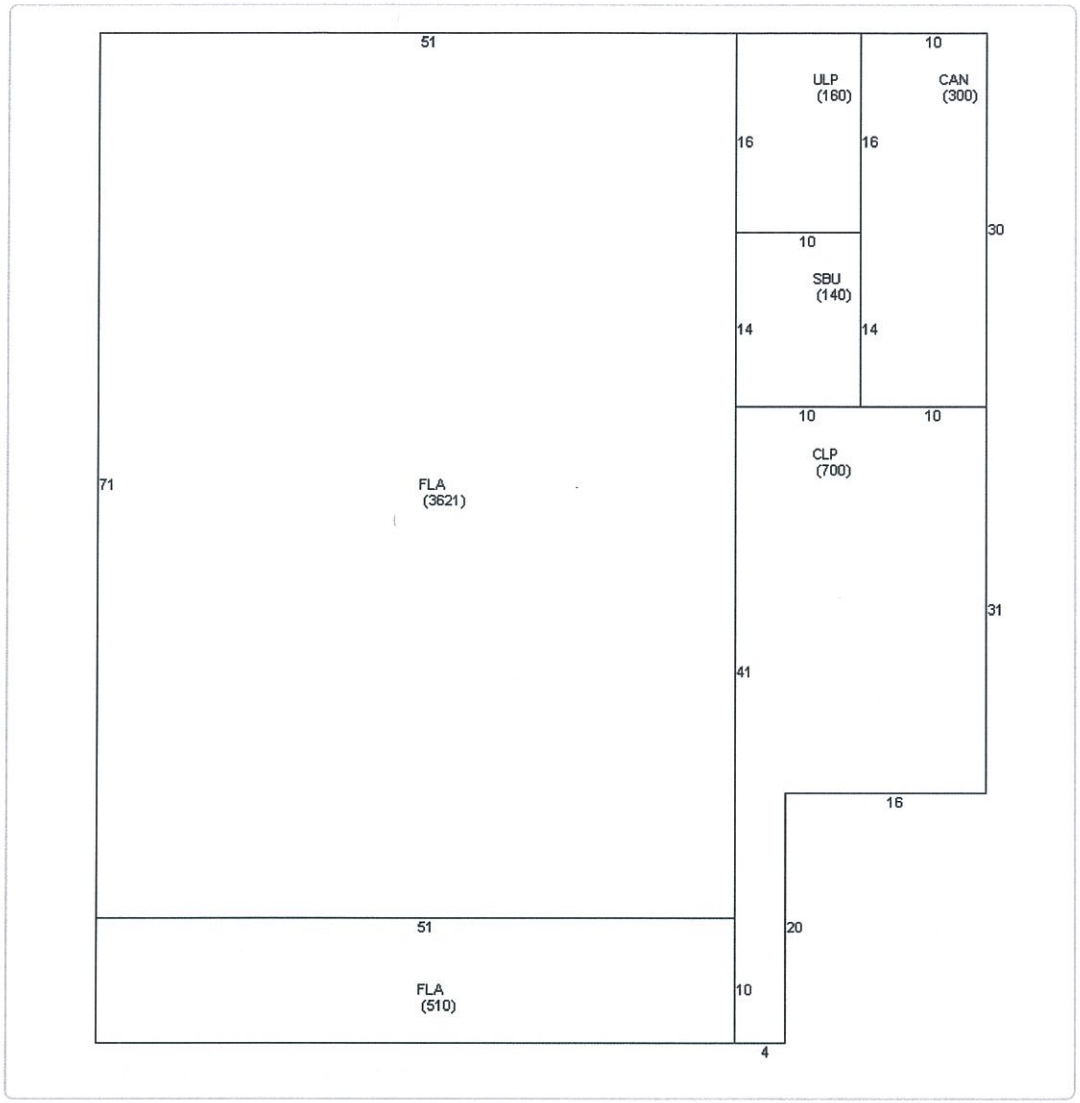
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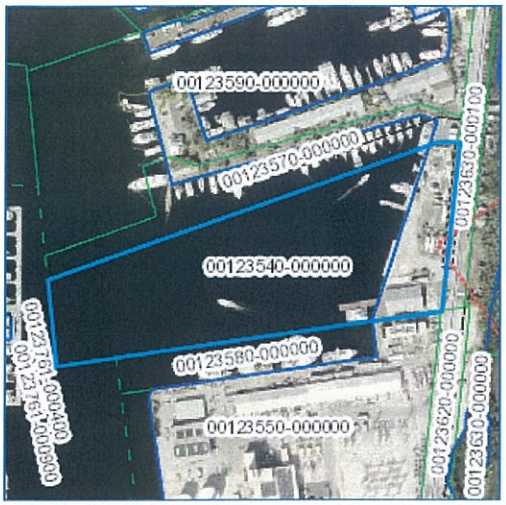
Photos

1157651-20180629

Map



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Summary

Parcel ID	00123720-000400
Account#	9088429
Property ID	9088429
Millage Group	110A
Location Address	VACANT LAN SHRIMP Rd, STOCK ISLAND
Legal Description	35 67 25 FILLED BAY BOTTOM SELY SQRS 55 - 56 STOCK ISLAND PB1-55 OR1-17/18 OR53-238 OR65-324/28 OR163-299 OR164-562/75 OR359-85/89 OR780-1169/71E OR780-1172/75E OR2603-365/67 (Note: Not to be used on legal documents.)
Neighborhood	10060
Property Class	COMMERCIAL (1000)
Subdivision	
Sec/Twp/Rng	35/67/25
Affordable Housing	No

Owner

JKYD LLC
PO Box 144235
Coral Gables FL 33114

Valuation

		2018	2017	2016	2015
+	Market Improvement Value	$0	$0	$0	$0
+	Market Misc Value	$0	$0	$0	$0
+	Market Land Value	$533,859	$498,269	$504,018	$504,018
=	**Just Market Value**	**$533,859**	**$498,269**	**$504,018**	**$504,018**
=	**Total Assessed Value**	**$533,859**	**$498,269**	**$504,018**	**$504,018**
-	School Exempt Value	$0	$0	$0	$0
=	**School Taxable Value**	**$533,859**	**$498,269**	**$504,018**	**$504,018**

Land

Land Use	Number of Units	Unit Type	Frontage	Depth
COMMERCIAL WATERFRON (1M0W)	182,516.00	Square Foot	1	1

Sales

Sale Date	Sale Price	Instrument	Instrument Number	Deed Book	Deed Page	Sale Qualification	Vacant or Improved
12/10/2012	$100	Quit Claim Deed		2603	365	11 - Unqualified	Vacant

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View Taxes for this Parcel

Map

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Summary

Parcel ID	00123600-000101
Account#	8642113
Property ID	8642113
Millage Group	110A
Location Address	6630 FRONT St, STOCK ISLAND
Legal Description	35 67 25 FILLED BAY BTM ADJ TO BK 55 MCDONALDS PLAT PB1-55 (2.00AC) STOCK ISLAND OR866-2465 OR930-119/137C/T OR930-152/163 (Note: Not to be used on legal documents.)
Neighborhood	10061
Property Class	UTILITY (9100)
Subdivision	
Sec/Twp/Rng	35/67/25
Affordable Housing	No

Owner

K W RESORT UTILITIES CORP
PO BOX 2125
KEY WEST FL 33045

Valuation

		2018	2017	2016	2015
+	Market Improvement Value	$0	$0	$0	$0
+	Market Misc Value	$0	$0	$0	$0
+	Market Land Value	$375,000	$375,000	$375,000	$375,000
=	**Just Market Value**	**$375,000**	**$375,000**	**$375,000**	**$375,000**
=	**Total Assessed Value**	**$375,000**	**$375,000**	**$375,000**	**$375,000**
-	School Exempt Value	$0	$0	$0	$0
=	**School Taxable Value**	**$375,000**	**$375,000**	**$375,000**	**$375,000**

Land

Land Use	Number of Units	Unit Type	Frontage	Depth
(9100)	2.00	Acreage	0	0

Yard Items

Description	Year Built	Roll Year	Quantity	Units	Grade
CONC PATIO	1981	1982	1	1120 SF	2
CONC PATIO	1981	1982	1	12544 SF	1
RW2	1981	1982	1	2240 SF	3
CONC PATIO	1981	1982	1	2400 SF	2
CONC PATIO	1981	1982	1	2680 SF	2
UTILITY BLDG	1981	1982	1	300 SF	3
RW2	1981	1982	1	351 SF	3
RW2	1981	1982	1	6240 SF	4
CH LINK FENCE	1981	1982	1	7500 SF	1
RW2	1981	1982	1	825 SF	5
UTILITY BLDG	1984	1985	1	240 SF	2
CH LINK FENCE	2009	2010	1	4650 SF	1

Sales

Sale Date	Sale Price	Instrument	Instrument Number	Deed Book	Deed Page	Sale Qualification	Vacant or Improved
10/1/1982	$375,000	Warranty Deed		866	2465	Q - Qualified	Vacant

Permits

Number	Date Issued	Date Completed	Amount	Permit Type	Notes
11103514	7/22/2011		$3,100	Commercial	3 TON A/C
10100621	2/12/2010		$2,200	Commercial	REPLACE A/C
06106499	10/23/2008	6/17/2009	$14,000	Commercial	CHAIN LINK FN 775LLF
08101939	7/9/2008	6/17/2009	$29,179	Commercial	EQUIPMENT PLATFORM
06106384	1/5/2007	11/18/2008	$68,490	Commercial	COMMERCIAL MISC
06106477	11/29/2006	12/31/2007	$2,200	Commercial	Underground conduit replacement
06106084	11/9/2006	12/29/2006	$114,000	Commercial	CONCRETE SLAB 32' DIAMETER.

View Tax Info

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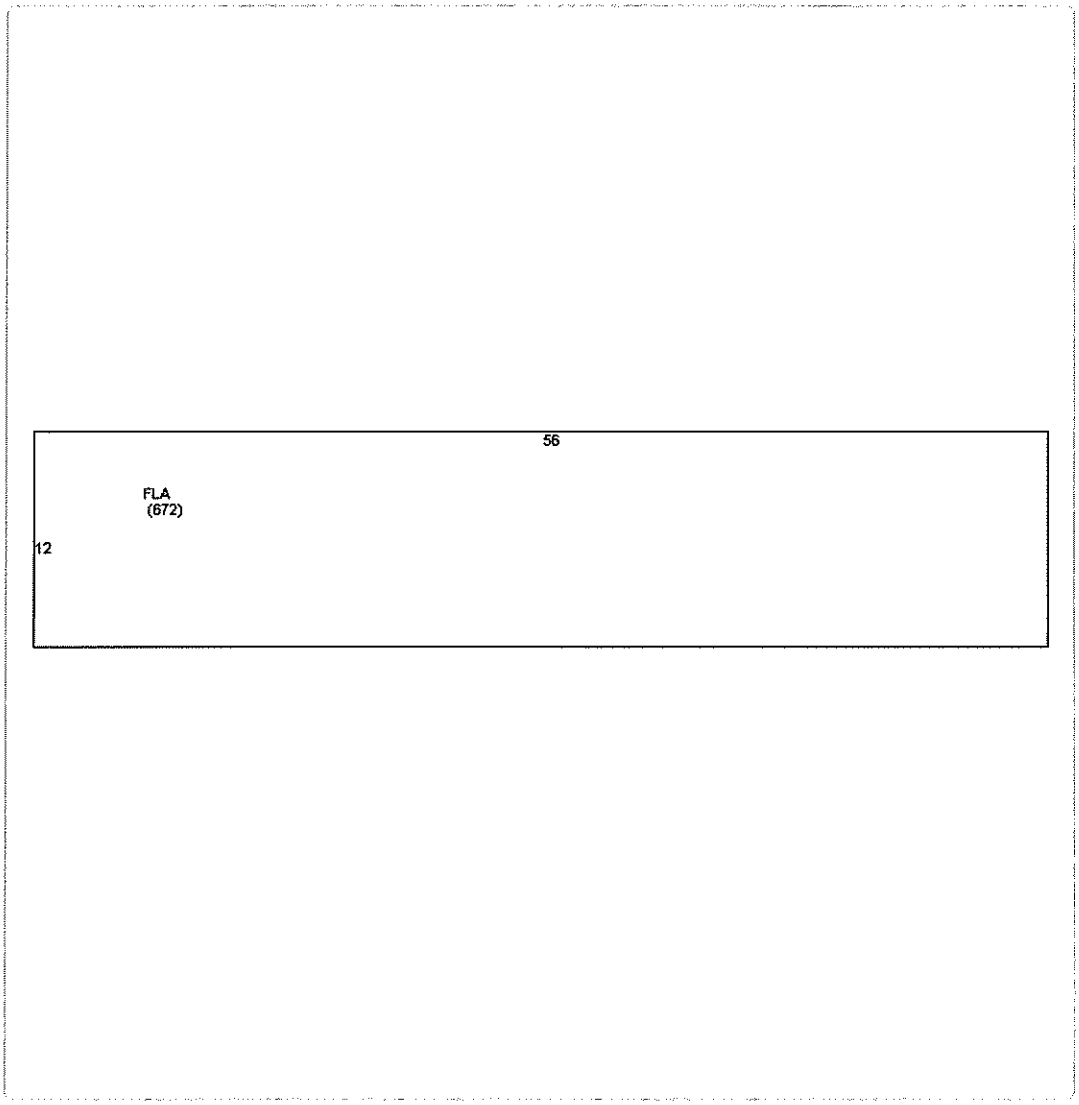
Sketches (click to enlarge)



Photos

Map

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

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Summary

Parcel ID	00123600-000102
Account#	9084783
Property ID	9084783
Millage Group	110A
Location Address	6500 FRONT St, STOCK ISLAND
Legal Description	PT STOCK ISLAND MALONEY SUB PB1-55 PT SQR 55 OR2171-389/91Q/C OR2171-386//88Q/C OR2171-408/10 (Note: Not to be used on legal documents.)
Neighborhood	10060
Property Class	MINERAL PR (4700)
Subdivision	
Sec/Twp/Rng	35/67/25
Affordable Housing	No

Owner

KEY WEST TRANSFER STATION & HAULING SERVICE INC
P O BOX 2744
KEY WEST FL 33040

Valuation

		2018	2017	2016	2015
+	Market Improvement Value	$0	$0	$0	$0
+	Market Misc Value	$187,005	$187,005	$187,005	$162,622
+	Market Land Value	$1,122,895	$868,766	$877,454	$877,454
=	**Just Market Value**	**$1,309,900**	**$1,055,771**	**$1,064,459**	**$1,040,076**
=	**Total Assessed Value**	**$1,161,348**	**$1,055,771**	**$995,571**	**$905,065**
-	School Exempt Value	$0	$0	$0	$0
=	**School Taxable Value**	**$1,309,900**	**$1,055,771**	**$1,064,459**	**$1,040,076**

Land

Land Use	Number of Units	Unit Type	Frontage	Depth
COMMERCIAL DRY (100D)	109,444.00	Square Foot	0	0

Yard Items

Description	Year Built	Roll Year	Quantity	Units	Grade
CH LINK FENCE	1985	1986	1	7065 SF	1
COM CANOPY	1990	1991	1	12000 SF	3
ASPHALT PAVING	1990	1991	1	43600 SF	2

Sales

Sale Date	Sale Price	Instrument	Instrument Number	Deed Book	Deed Page	Sale Qualification	Vacant or Improved
11/29/2005	$725,000	Warranty Deed		2171	408	Q - Qualified	Improved

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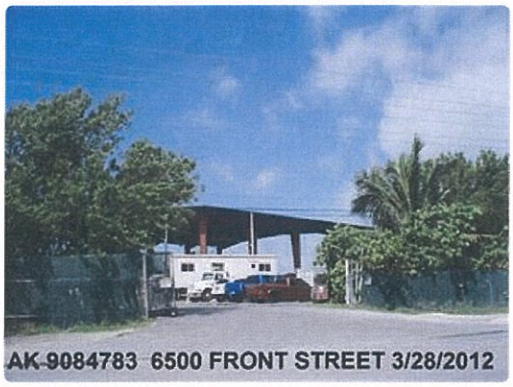
View Taxes for this Parcel

Photos



Map

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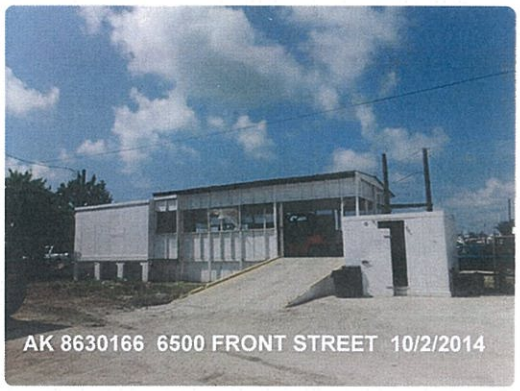
Summary

Parcel ID	00123600-000100
Account#	8630166
Property ID	8630166
Millage Group	110A
Location Address	6460 FRONT St, STOCK ISLAND
Legal Description	35 67 25 PT BK 55 MCDONALDS PLAT PB1-55 AND FILLED ADJ BAY BOTTOM (2.31 AC) & ADJ BAY BTM (1.43 AC) STOCK ISLAND OR851-1761/1762 OR866-2436/2438Q/C OR1088-2091/2095 OR2700-33/44 OR2700-55/59Q/C (Note: Not to be used on legal documents.)
Neighborhood	10060
Property Class	PACKING (4400)
Subdivision	
Sec/Twp/Rng	35/67/25
Affordable Housing	No



Owner

SAFE HARBOR SEAFOOD LLC
1025 18TH TER
KEY WEST FL 33040

Valuation

		2018	2017	2016	2015
+	Market Improvement Value	$43,139	$45,380	$47,621	$47,621
+	Market Misc Value	$134,114	$134,361	$92,896	$78,703
+	Market Land Value	$4,822,019	$2,115,276	$2,098,067	$2,098,067
=	**Just Market Value**	**$4,999,272**	**$2,295,017**	**$2,238,584**	**$2,224,391**
=	**Total Assessed Value**	**$2,524,519**	**$2,295,017**	**$2,238,584**	**$2,224,391**
-	School Exempt Value	$0	$0	$0	$0
=	**School Taxable Value**	**$4,999,272**	**$2,295,017**	**$2,238,584**	**$2,224,391**

Land

Land Use	Number of Units	Unit Type	Frontage	Depth
COMMERCIAL WATERFRON (100W)	64,904.00	Square Foot	0	0
COMMERCIAL DRY (100D)	35,596.00	Square Foot	0	0
ENVIRONMENTALLY SENS (000X)	1.43	Acreage	0	0

Commercial Buildings

Style	PACKING PLANTS / 44D
Gross Sq Ft	852
Finished Sq Ft	610
Perimiter	0
Stories	1
Interior Walls	
Exterior Walls	CONC BLOCK
Quality	250 ()
Roof Type	
Roof Material	
Exterior Wall1	CONC BLOCK
Exterior Wall2	
Foundation	
Interior Finish	
Ground Floor Area	
Floor Cover	
Full Bathrooms	0
Half Bathrooms	0
Heating Type	
Year Built	1999
Year Remodeled	
Effective Year Built	2001
Condition	

Code	Description	Sketch Area	Finished Area	Perimeter
FLA	FLOOR LIV AREA	610	610	0

Code	Description	Sketch Area	Finished Area	Perimeter
CLP	LOAD PLATFM	242	0	0
TOTAL		852	610	0

Yard Items

Description	Year Built	Roll Year	Quantity	Units	Grade
CONCRETE DOCK	1979	1980	1	120 SF	1
SEAWALL	1979	1980	1	1590 SF	1
WOOD DOCKS	1979	1980	1	1632 SF	1
CONCRETE DOCK	1979	1980	1	1670 SF	1
WOOD DOCKS	1979	1980	1	376 SF	1
WOOD DOCKS	1979	1980	1	420 SF	1
WOOD DOCKS	1979	1980	1	5150 SF	3
WOOD DOCKS	1979	1980	1	92 SF	1
WOOD DECK	1995	1996	1	140 SF	1
WOOD DOCKS	1995	1996	1	225 SF	3

Sales

Sale Date	Sale Price	Instrument	Instrument Number	Deed Book	Deed Page	Sale Qualification	Vacant or Improved
8/21/2014	$2,400,000	Warranty Deed		2700	33	01 - Qualified	Improved
8/19/2014	$100	Quit Claim Deed		2700	55	11 - Unqualified	Vacant

Permits

Number	Date Issued	Date Completed	Amount	Permit Type	Notes
18104549	8/28/2018		$9,000	Commercial	R/R 800SF ROOF
16107872	12/14/2016		$200,000	Commercial	R/R OF 15 MARGINAL WOOD DOCKS AND 98 PILES.
16102421	5/13/2016		$28,000	Commercial	DOCK #15. REBUILD APPROX 720 SF OF DOCK IN EXISTING FOOTPRINT
10100744	3/4/2010		$1,000	Commercial	REMOVE ILLEGAL WIRING
00/0490	2/16/2000	12/30/2005	$300	Commercial	LAND CLEAR
990737	7/21/1999	1/1/2000	$2,000	Commercial	CONSTROCTION/SALES TR
970755	4/28/1999	1/1/2000	$900	Commercial	BLDG MISCELLANEOUS
93-5739	6/1/1993	12/1/1993	$2,000	Commercial	FENCE
91-3584	11/1/1991	11/1/1992	$771	Commercial	FENCE CCHAINLINK
A-9910	11/1/1982	11/1/1982	$200,000	Commercial	SEWAGE PLANT

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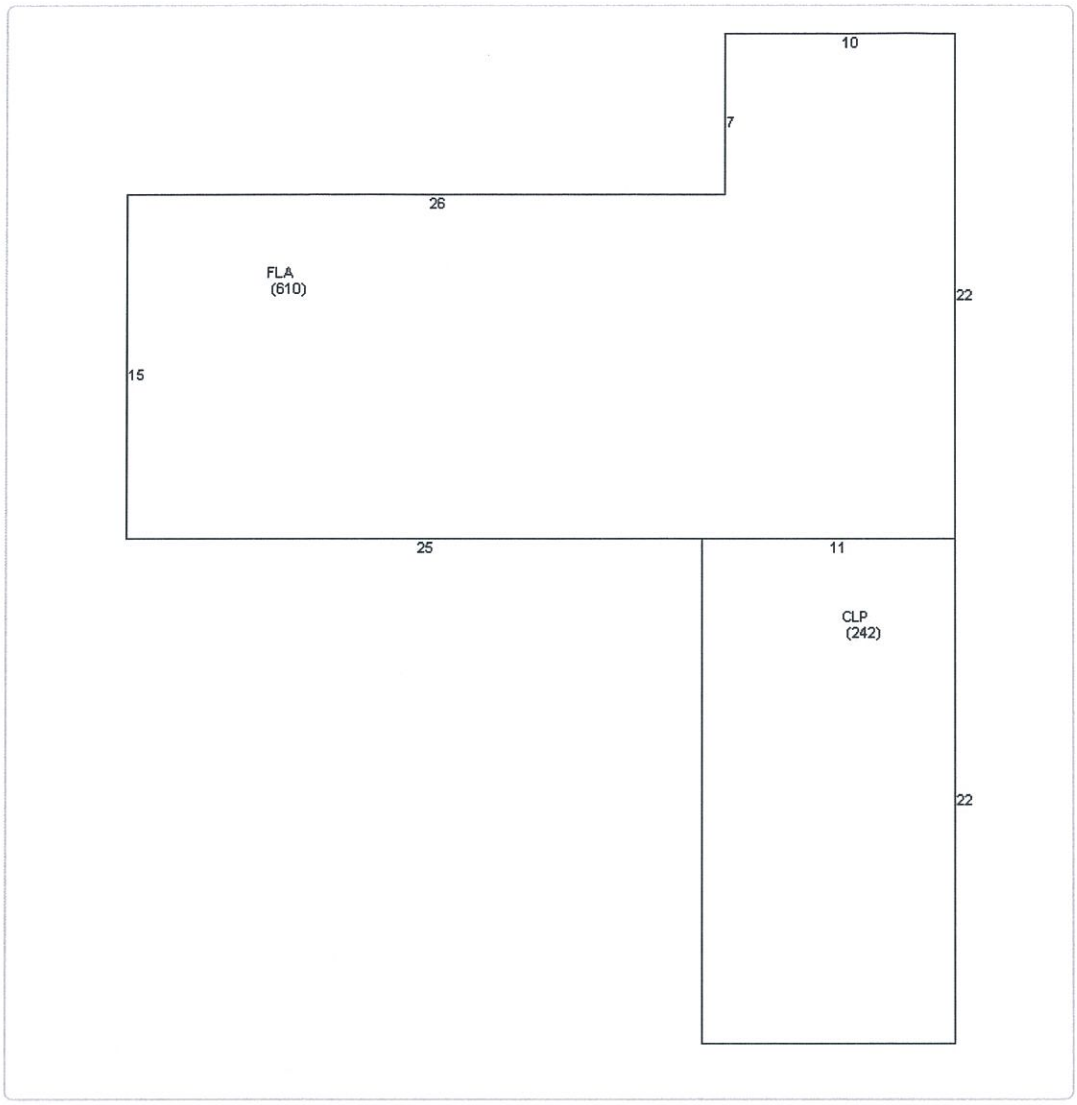
Sketches (click to enlarge)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7
26
FLA
(610)
22
15
25
11
CLP
(242)
22

Photos

AK 8630166 6500 FRONT STREET 10/2/2014

Map

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Summary

Parcel ID	00123590-000000
Account#	1157708
Property ID	1157708
Millage Group	110A
Location Address	6810 FRONT St, STOCK ISLAND
Legal Description	35 67 25 BAY BTM AND ADJ FILLED LAND SOUTH AND ADJ BLK 55 AND 56 STOCK ISLAND OR515-1006/07 OR764-1825 OR853-1111/12C OR854-1375/1376C OR1068-65/75 OR1131-1580/1583 OR1131-1584 OR1669-91/93 OR2265-2091/92 (Note: Not to be used on legal documents.)
Neighborhood	10060
Property Class	STORE COMBO (1200)
Subdivision	
Sec/Twp/Rng	35/67/25
Affordable Housing	No

Owner

SAFE HARBOUR PROPERTIES LLC
6810 Front St
Key West FL 33040

Valuation

		2018	2017	2016	2015
+	Market Improvement Value	$0	$0	$0	$0
+	Market Misc Value	$0	$0	$0	$0
+	Market Land Value	$2,541,193	$2,541,193	$2,541,193	$2,541,193
=	**Just Market Value**	**$2,541,193**	**$2,541,193**	**$2,541,193**	**$2,541,193**
=	**Total Assessed Value**	**$2,541,193**	**$2,541,193**	**$2,541,193**	**$2,541,193**
-	School Exempt Value	$0	$0	$0	$0
=	**School Taxable Value**	**$2,541,193**	**$2,541,193**	**$2,541,193**	**$2,541,193**

Land

Land Use	Number of Units	Unit Type	Frontage	Depth
COMMERCIAL WATERFRON (100W)	104,108.00	Square Foot	0	0
ENVIRONMENTALLY SENS (000X)	6.62	Acreage	0	0

Commercial Buildings

Style	LT MFG, PREENG BLDG / 41C
Gross Sq Ft	7,980
Finished Sq Ft	7,080
Perimiter	0
Stories	4
Interior Walls	
Exterior Walls	METAL SIDING
Quality	250 ()
Roof Type	
Roof Material	
Exterior Wall1	METAL SIDING
Exterior Wall2	
Foundation	
Interior Finish	
Ground Floor Area	
Floor Cover	
Full Bathrooms	3
Half Bathrooms	0
Heating Type	
Year Built	1980
Year Remodeled	
Effective Year Built	1990
Condition	

Code	Description	Sketch Area	Finished Area	Perimeter
FLA	FLOOR LIV AREA	7,080	7,080	0

Code	Description	Sketch Area	Finished Area	Perimeter
PDO	PATIO DIN OPEN	900	0	0
TOTAL		7,980	7,080	0

Style	S.F.R. - R1 / R1
Gross Sq Ft	1,100
Finished Sq Ft	1,100
Perimiter	0
Stories	1
Interior Walls	NONE
Exterior Walls	METAL/ALUM
Quality	350 ()
Roof Type	FLAT OR SHED
Roof Material	MIN/PAINT CONC
Exterior Wall1	METAL/ALUM
Exterior Wall2	
Foundation	CONCR FTR
Interior Finish	NONE
Ground Floor Area	
Floor Cover	NONE
Full Bathrooms	1
Half Bathrooms	0
Heating Type	NONE with 0% NONE
Year Built	1965
Year Remodeled	
Effective Year Built	1956
Condition	

Code	Description	Sketch Area	Finished Area	Perimeter
FLA	FLOOR LIV AREA	1,100	1,100	0
TOTAL		1,100	1,100	0

Style	LT MFG/PREENG BLDG-D / 41D
Gross Sq Ft	9,248
Finished Sq Ft	9,088
Perimiter	0
Stories	4
Interior Walls	
Exterior Walls	AVE WOOD SIDING
Quality	200 ()
Roof Type	
Roof Material	
Exterior Wall1	AVE WOOD SIDING
Exterior Wall2	
Foundation	
Interior Finish	
Ground Floor Area	
Floor Cover	
Full Bathrooms	0
Half Bathrooms	0
Heating Type	
Year Built	1963
Year Remodeled	
Effective Year Built	1963
Condition	

Code	Description	Sketch Area	Finished Area	Perimeter
FLA	FLOOR LIV AREA	9,088	9,088	0
OUU	OP PR UNFIN UL	60	0	0
OPF	OP PRCH FIN LL	100	0	0
TOTAL		9,248	9,088	0

Style	PACKING PLANTS / 44C
Gross Sq Ft	6,475
Finished Sq Ft	5,500
Perimiter	0
Stories	2
Interior Walls	
Exterior Walls	C.B.S.
Quality	250 ()
Roof Type	
Roof Material	
Exterior Wall1	C.B.S.
Exterior Wall2	
Foundation	
Interior Finish	
Ground Floor Area	
Floor Cover	
Full Bathrooms	0
Half Bathrooms	0
Heating Type	
Year Built	1978
Year Remodeled	
Effective Year Built	1980
Condition	

Code	Description	Sketch Area	Finished Area	Perimeter
CAT	CATWALK UPPER	51	0	0
FLA	FLOOR LIV AREA	5,500	5,500	0
OUU	OP PR UNFIN UL	24	0	0
PDO	PATIO DIN OPEN	900	0	0
TOTAL		6,475	5,500	0

Style	ELEC/TELEPHONE ETC D / 91D
Gross Sq Ft	888
Finished Sq Ft	888
Perimiter	0
Stories	2
Interior Walls	
Exterior Walls	AVE WOOD SIDING
Quality	250 ()
Roof Type	
Roof Material	
Exterior Wall1	AVE WOOD SIDING
Exterior Wall2	
Foundation	
Interior Finish	
Ground Floor Area	
Floor Cover	
Full Bathrooms	1
Half Bathrooms	0
Heating Type	
Year Built	1979
Year Remodeled	
Effective Year Built	1979
Condition	

Code	Description	Sketch Area	Finished Area	Perimeter
FLA	FLOOR LIV AREA	888	888	0
TOTAL		888	888	0

Yard Items

Description	Year Built	Roll Year	Quantity	Units	Grade
FENCES	1964	1965	1	150 SF	5
ASPHALT PAVING	1964	1965	1	2000 SF	1
ASPHALT PAVING	1964	1965	1	7000 SF	1
SEAWALL	1975	1976	1	224 SF	4
CH LINK FENCE	1975	1976	1	2275 SF	2
CONCRETE DOCK	1975	1976	1	448 SF	4
CONCRETE DOCK	1975	1976	1	78 SF	4
SEAWALL	1975	1976	1	78 SF	4
CONC PATIO	1977	1978	1	250 SF	5
RW2	1982	1983	1	560 SF	4
FENCES	1989	1990	1	180 SF	2
UTILITY BLDG	1989	1990	1	240 SF	2
WROUGHT IRON	1989	1990	1	84 SF	5
UTILITY BLDG	1990	1991	1	192 SF	3
WALL AIR COND	1990	1991	1	2 UT	2
UTILITY BLDG	1990	1991	1	24 SF	3
UTILITY BLDG	1990	1991	1	300 SF	3
LC UTIL BLDG	1990	1991	1	352 SF	4
UTILITY BLDG	1990	1991	1	352 SF	4
UTILITY BLDG	1990	1991	1	40 SF	3
UTILITY BLDG	1990	1991	1	64 SF	3
WOOD DECK	1994	1995	1	220 SF	1
COM CANOPY	1998	1999	1	540 SF	3
CONC PATIO	2001	2002	1	240 SF	1
WOOD DOCKS	1975	1976	1	2608 SF	4

Sales

Sale Date	Sale Price	Instrument	Instrument Number	Deed Book	Deed Page	Sale Qualification	Vacant or Improved
1/13/2007	$100	Warranty Deed		2265	2091	J - Unqualified	Improved
12/31/2000	$345,900	Warranty Deed		1669	91	K - Unqualified	Improved
5/1/1990	$800,000	Warranty Deed		1131	1580	Q - Qualified	Improved
6/1/1978	$285,000	Conversion Code		764	1825	Q - Qualified	Improved

Permits

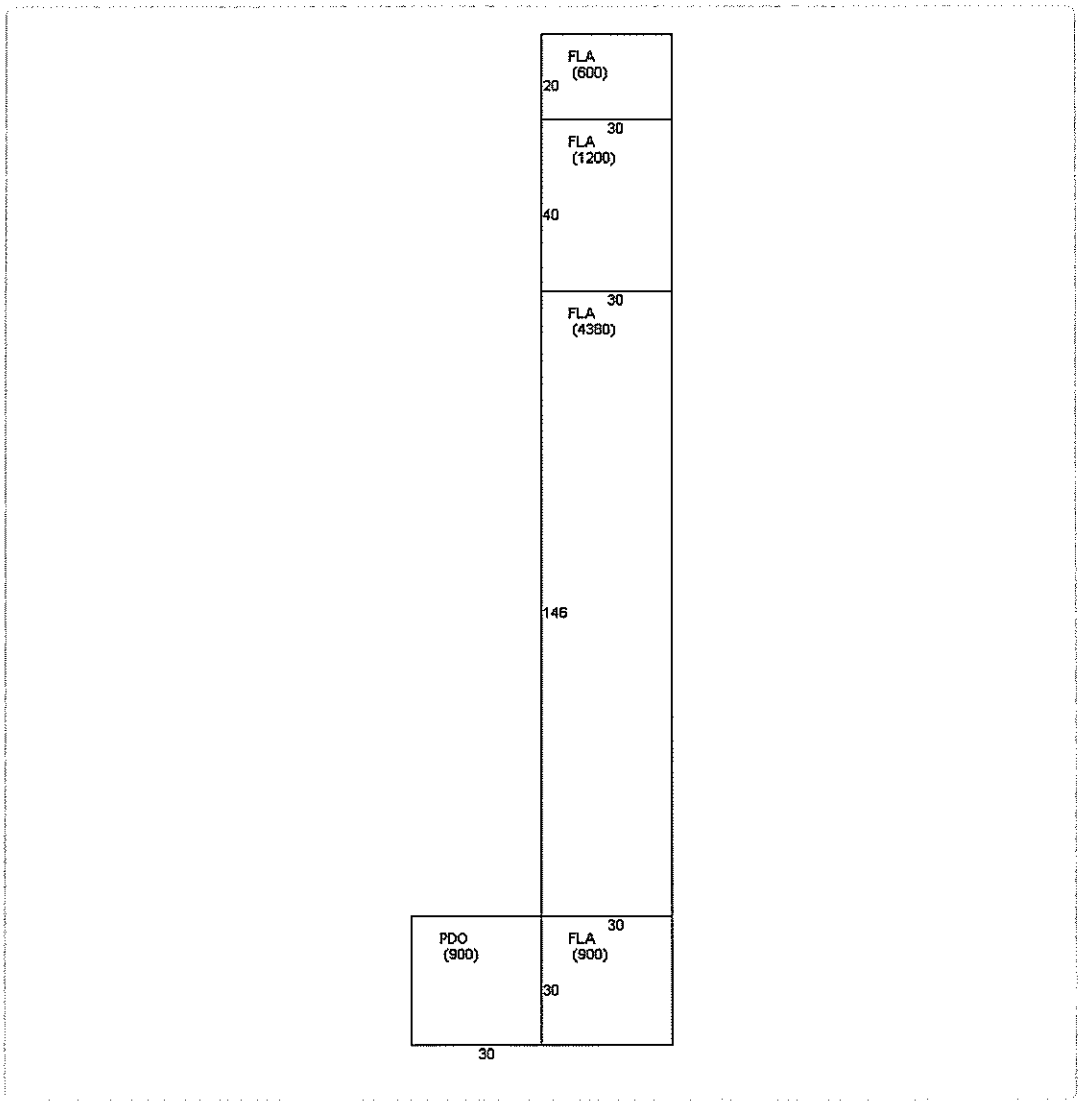
Number	Date Issued	Date Completed	Amount	Permit Type	Notes
18103020	5/29/2018		$3,500	Commercial	INSTALL NEW DISH AREA AND SINK
18101233	3/26/2018		$13,145	Commercial	15K BOAT LIFT

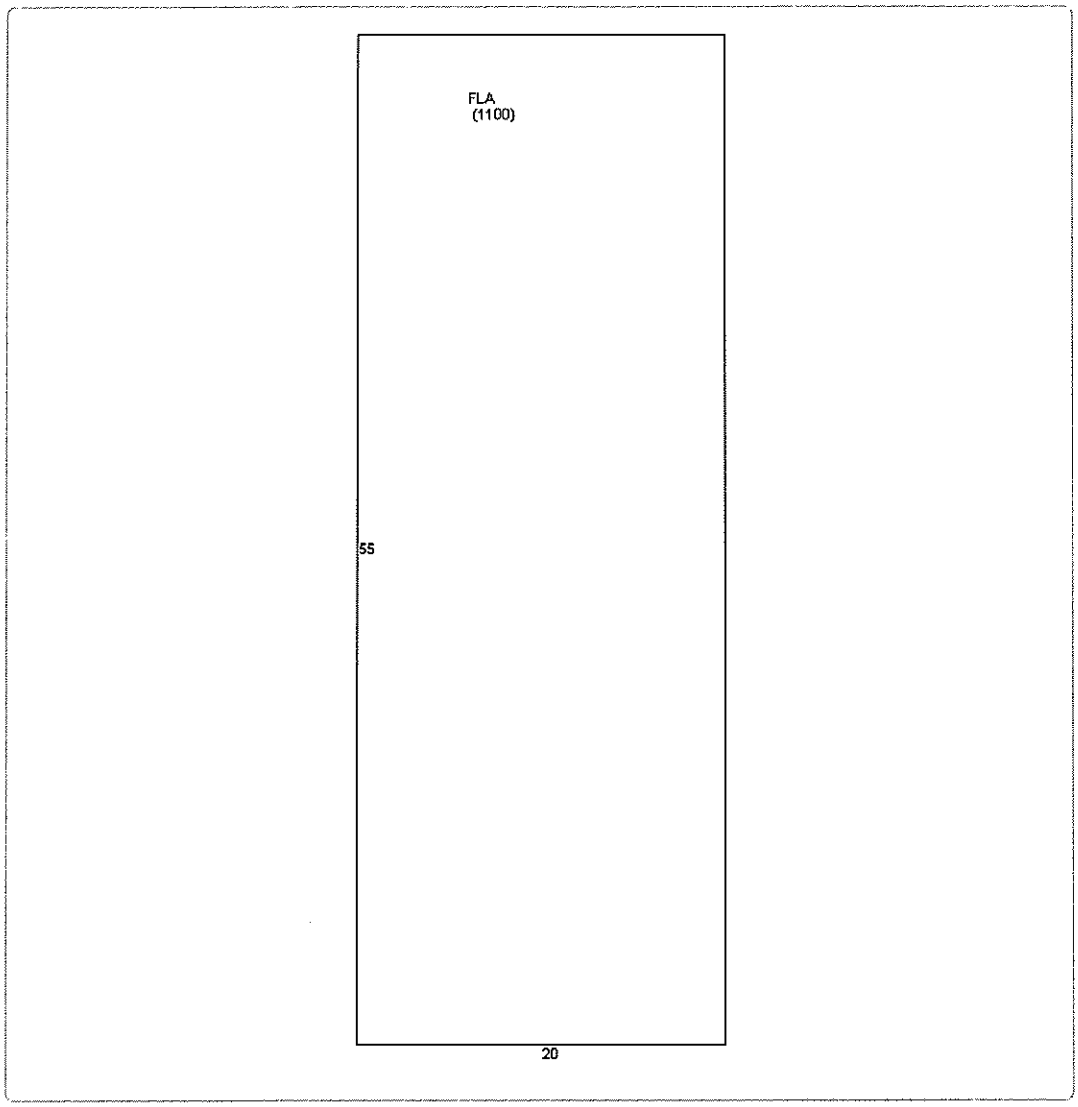
Number	Date Issued	Date Completed	Amount	Permit Type	Notes
17107367	1/17/2018		$500	Commercial	TO REATTACH/SECURE METER CAN COMBO.
17100620	2/27/2017		$5,480	Commercial	TO CHANGE OUT A 5 TON 13 SEER UNIT WITH NEW 5 TON 14 SEER UNIT USING EXISTING ELECTRIC AND STAND.
14104684	11/6/2014		$4,000	Commercial	RETHATCH EXISTING TIKI
14101212	4/9/2014		$2,000	Commercial	INSTALL NEW ELECTRIC PIER WITH METER COMBO ON EXISTING CONCRETE POLE.
09103235	9/21/2009		$14,000	Commercial	200 AMP PEDESTALS
08102215	7/23/2008	6/17/2009	$10,000	Commercial	SEWAGE COLLECTION SYSTEM
08101991	7/11/2008	6/17/2009	$2,475	Commercial	TIKI
08101258	4/23/2008	6/17/2009	$5,480	Commercial	NEW GREASE TRAP
07102040	6/22/2007	2/5/2008	$270,000	Commercial	Bulkhead and Rip repairs
07101207	4/19/2007	4/24/2008	$1,200	Commercial	BRICK PAVERS
06106592	12/29/2006	2/5/2008	$12,000	Commercial	R&R 12 SHORE POWER PEDESTALS.
04-1234	3/18/2004	12/15/2004	$200	Commercial	DEMOLITION
03-2102	7/18/2003	11/17/2004	$9,000	Commercial	COMMERCIAL REMODEL
022520	7/1/2002	8/19/2002	$500	Commercial	SLAB
9965-A	12/1/1982	12/1/1982	$11,000	Commercial	FOUNDATION
5857-A	9/1/1979	3/1/1980	$216,000	Commercial	PREFAB METAL BLDG.
5704-A	8/1/1979	3/1/1980	$40,000	Commercial	ADDITION
4033-A	8/1/1978	5/1/1980	$92,000	Commercial	PACKING HOUSE

View Tax Info

View Taxes for this Parcel

Sketches (click to enlarge)

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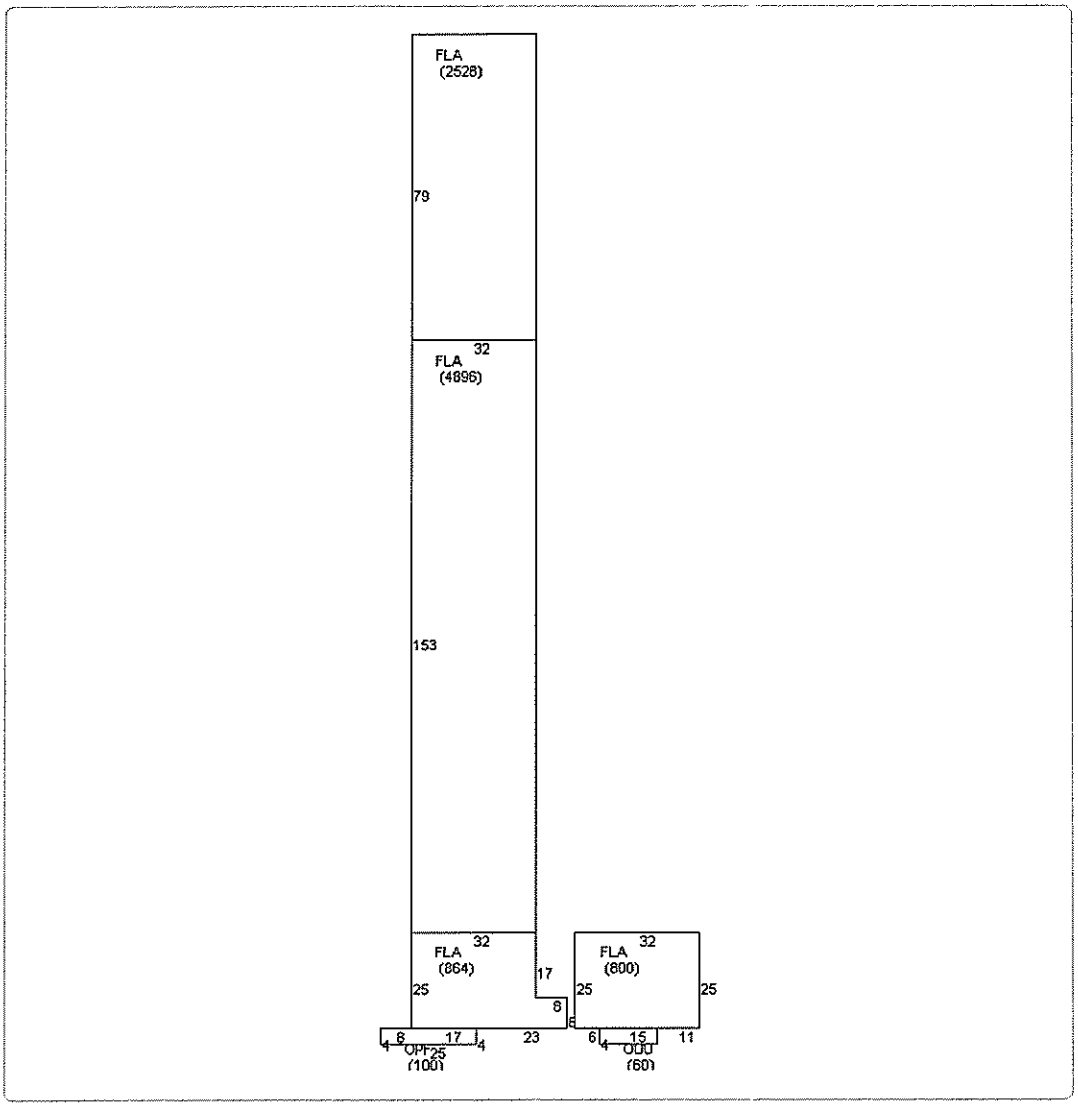
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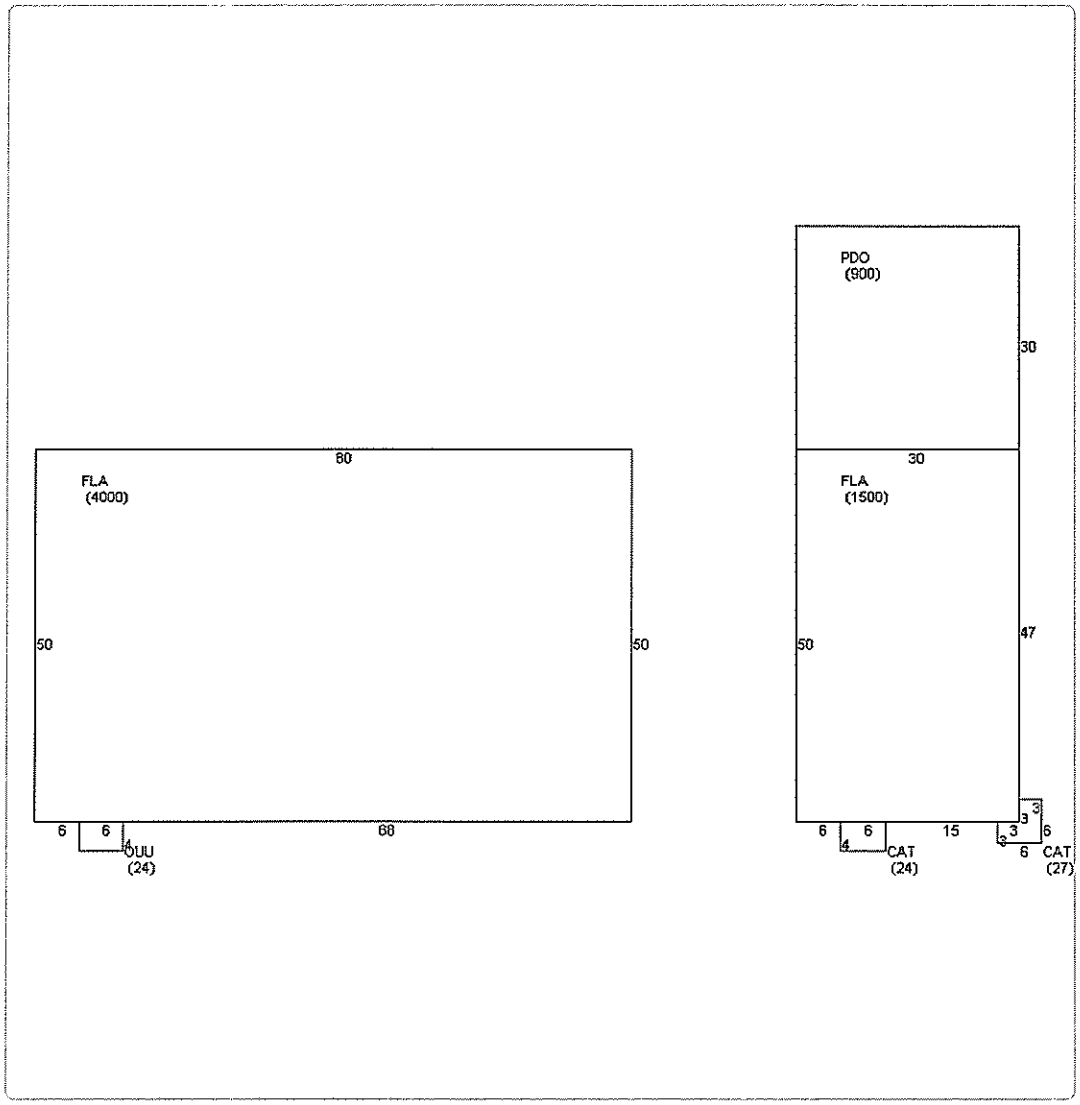
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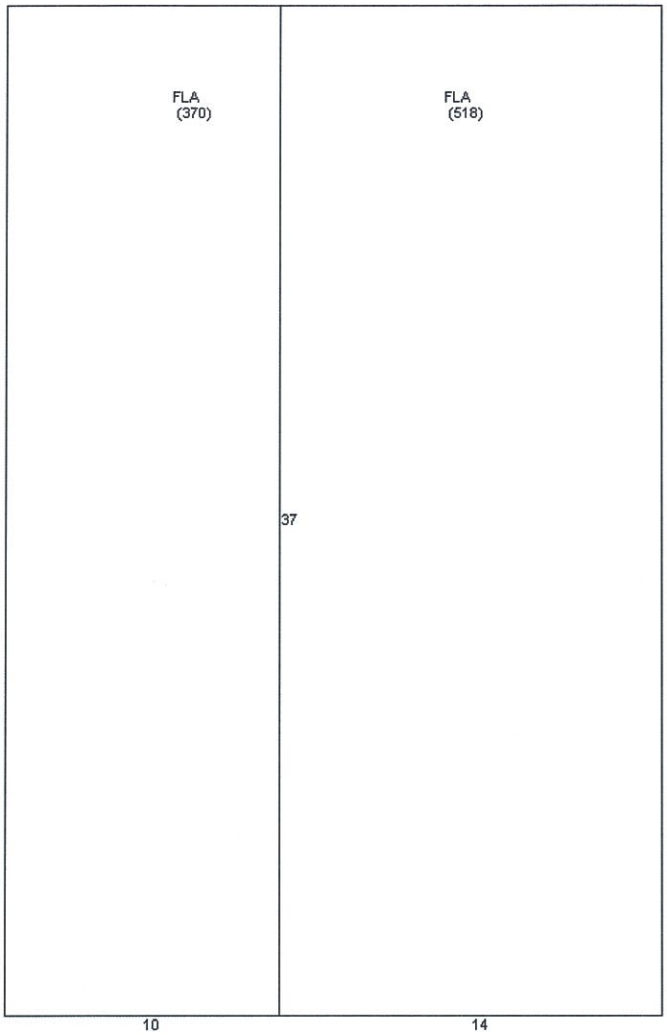

Photos

Map

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Summary

Parcel ID	00123761-000400
Account#	9103818
Property ID	9103818
Millage Group	110A
Location Address	7001 SHRIMP Rd, STOCK ISLAND
Legal Description	UNIT 4 STOCK ISLAND MARINA VILLAGE A CONDOMINIUM OR2781-1313/1470DEC OR2784-511/14 (Note: Not to be used on legal documents.)
Neighborhood	8196
Property Class	COMMERCIAL (1000)
Subdivision	
Sec/Twp/Rng	35/67/25
Affordable Housing	No

Owner

SIMV HOTEL 1 LLC
2121 Ponce de Leon Blvd
Ste 1250
Coral Gables FL 33134

Valuation

		2018	2017	2016
+	Market Improvement Value	$0	$0	$565,125
+	Market Misc Value	$0	$0	$0
+	Market Land Value	$8,500,000	$8,500,000	$0
=	**Just Market Value**	**$8,500,000**	**$8,500,000**	**$565,125**
=	**Total Assessed Value**	**$8,500,000**	**$8,500,000**	**$565,125**
-	School Exempt Value	$0	$0	$0
=	**School Taxable Value**	**$8,500,000**	**$8,500,000**	**$565,125**

Land

Land Use	Number of Units	Unit Type	Frontage	Depth
(3900)	67,482.00	Square Foot	0	0

Commercial Buildings

Style	HOTELS/MOTEL A / 39A
Gross Sq Ft	70,653
Finished Sq Ft	64,770
Perimiter	5,004
Stories	3
Interior Walls	DRYWALL
Exterior Walls	CUSTOM
Quality	450 ()
Roof Type	
Roof Material	
Exterior Wall1	CUSTOM
Exterior Wall2	
Foundation	CONC BLOCK
Interior Finish	DRYWALL
Ground Floor Area	
Floor Cover	
Full Bathrooms	0
Half Bathrooms	0
Heating Type	FCD/AIR DUCTED
Year Built	2017
Year Remodeled	0
Effective Year Built	2017
Condition	EXCELLENT

Code	Description	Sketch Area	Finished Area	Perimeter
FLA	FLOOR LIV AREA	64,770	64,770	2,469
OUF	OP PRCH FIN UL	5,883	0	2,535
TOTAL		**70,653**	**64,770**	**5,004**

Yard Items

Description	Year Built	Roll Year	Quantity	Units	Grade
CUSTOM POOL	2018	Roll Year	1	1500 SF	1

Sales

Sale Date	Sale Price	Instrument	Instrument Number	Deed Book	Deed Page	Sale Qualification	Vacant or Improved
2/5/2016	$10,000,000	Warranty Deed		2784	511	30 - Unqualified	Improved

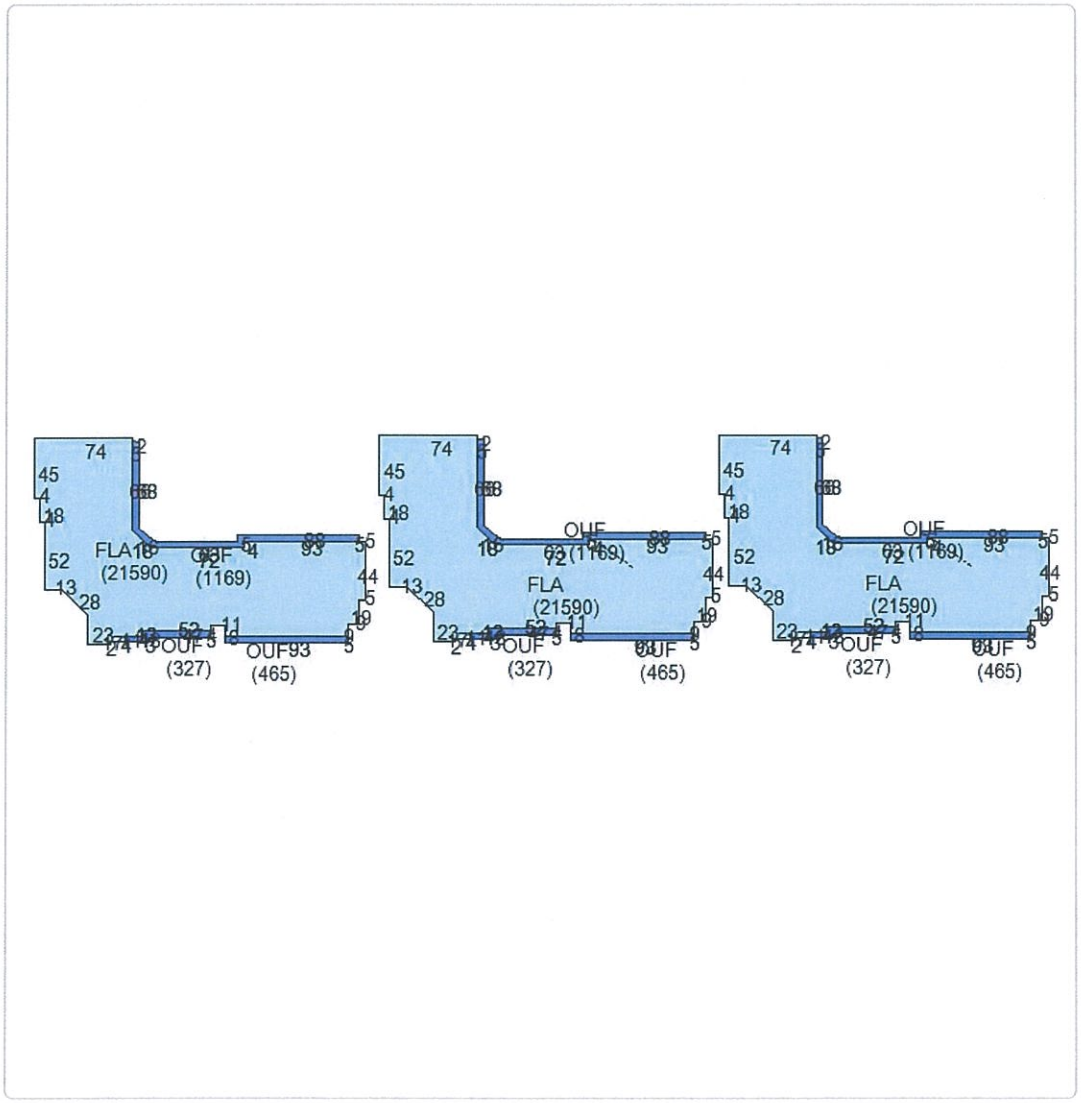
Permits

Number	Date Issued	Date Completed	Amount	Permit Type	Notes
18103212	6/28/2018		$39,900	Commercial	INSTALL 8 MOTORIZED ROLLDOWN SHUTTERS
17102758	6/4/2018		$12,000		56SF FREE STANDING SIGN
16108189	2/17/2017		$4,500		INSTALL 2-1000 GALLON UNDERGROUND LP TANKS.
15104162	2/10/2016		$2,500,000		WATER, SEWER AND DRAINAGE RELOCATION AS WELL AS LANDSCAPING.
15104772	2/10/2016		$15,000,000		FOR NEW HOTEL PER APPROVED PLANS IN FILE.

View Tax Info

View Taxes for this Parcel

Sketches (click to enlarge)



Map

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Summary

Parcel ID	00123761-000100
Account#	9103815
Property ID	9103815
Millage Group	110A
Location Address	6805 SHRIMP Rd, STOCK ISLAND
Legal Description	UNIT 1 STOCK ISLAND MARINA VILLAGE A CONDOMINIUM OR2781-1313/1470(DEC/CONDO) (Note: Not to be used on legal documents.)
Neighborhood	8196
Property Class	SERVICE SHOPS (2500)
Subdivision	
Sec/Twp/Rng	35/67/25
Affordable Housing	No

Owner

LONGSTOCK II LLC
7009 Shrimp Rd
Ste 2
Key West FL 33040

Valuation

		2018	2017	2016
+	Market Improvement Value	$23,985	$23,985	$264,000
+	Market Misc Value	$126,106	$126,106	$0
+	Market Land Value	$583,435	$583,435	$0
=	**Just Market Value**	**$733,526**	**$733,526**	**$264,000**
=	**Total Assessed Value**	**$319,440**	**$290,400**	**$264,000**
-	School Exempt Value	$0	$0	$0
=	**School Taxable Value**	**$733,526**	**$733,526**	**$264,000**

Land

Land Use	Number of Units	Unit Type	Frontage	Depth
(2500)	31,537.00	Square Foot	0	0

Commercial Buildings

Style	WHLSE MFG OUTLETS / 29D
Gross Sq Ft	820
Finished Sq Ft	820
Perimiter	122
Stories	1
Interior Walls	
Exterior Walls	C.B.S.
Quality	200 ()
Roof Type	
Roof Material	
Exterior Wall1	C.B.S.
Exterior Wall2	
Foundation	
Interior Finish	
Ground Floor Area	
Floor Cover	
Full Bathrooms	0
Half Bathrooms	0
Heating Type	
Year Built	1968
Year Remodeled	0
Effective Year Built	1974
Condition	AVERAGE

Code	Description	Sketch Area	Finished Area	Perimeter
FLA	FLOOR LIV AREA	820	820	122
TOTAL		820	820	122

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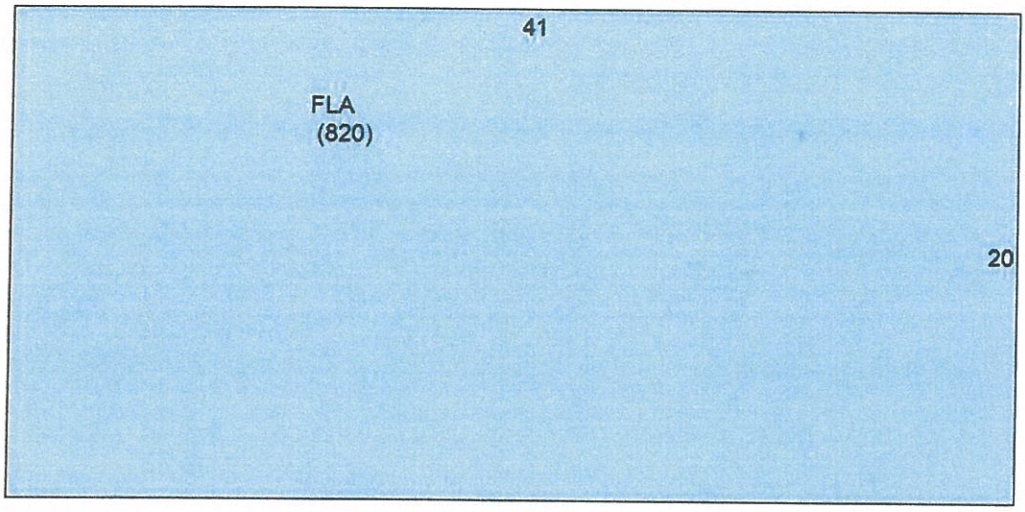
View Taxes for this Parcel

Sketches (click to enlarge)



Photos

Map

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Summary

Parcel ID	00123761-000200
Account#	9103816
Property ID	9103816
Millage Group	110A
Location Address	6803 SHRIMP Rd, STOCK ISLAND
Legal Description	UNIT 2 STOCK ISLAND MARINA VILLAGE A CONDOMINIUM OR2781-1313/1470(DEC/CONDO) (Note: Not to be used on legal documents.)
Neighborhood	8196
Property Class	COMMERCIAL (1000)
Subdivision	
Sec/Twp/Rng	35/67/25
Affordable Housing	No

Owner

LONGSTOCK II LLC
7009 Shrimp Rd
Ste 2
Key West FL 33040

Valuation

		2018	2017	2016
+	Market Improvement Value	$1,106,134	$1,106,134	$500,775
+	Market Misc Value	$239,208	$239,208	$0
+	Market Land Value	$0	$0	$0
=	**Just Market Value**	**$1,345,342**	**$1,345,342**	**$500,775**
=	**Total Assessed Value**	**$605,938**	**$550,853**	**$500,775**
-	School Exempt Value	$0	$0	$0
=	**School Taxable Value**	**$1,345,342**	**$1,345,342**	**$500,775**

Land

Land Use	Number of Units	Unit Type	Frontage	Depth
COMMERCIAL WATERFRON (100W)	59,791.00	Square Foot	0	0

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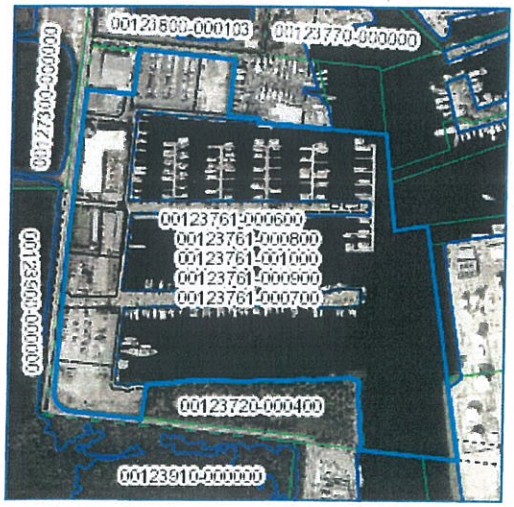
View Taxes for this Parcel

Map



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Summary

Parcel ID	00123761-000300
Account#	9103817
Property ID	9103817
Millage Group	110A
Location Address	6991 SHRIMP Rd, STOCK ISLAND
Legal Description	UNIT 3 STOCK ISLAND MARINA VILLAGE A CONDOMINIUM OR2781-1313/1470(DEC/CONDO) (Note: Not to be used on legal documents.)
Neighborhood	8196
Property Class	SERVICE SHOPS (2500)
Subdivision	
Sec/Twp/Rng	35/67/25
Affordable Housing	No

Owner

LONGSTOCK II LLC
7009 Shrimp Rd
Ste 2
Key West FL 33040

Valuation

		2018	2017	2016
+	Market Improvement Value	$170,131	$170,131	$131,175
+	Market Misc Value	$62,659	$62,659	$0
+	Market Land Value	$289,507	$289,507	$0
=	**Just Market Value**	**$522,297**	**$522,297**	**$131,175**
=	**Total Assessed Value**	**$158,722**	**$144,293**	**$131,175**
-	School Exempt Value	$0	$0	$0
=	**School Taxable Value**	**$522,297**	**$522,297**	**$131,175**

Land

Land Use	Number of Units	Unit Type	Frontage	Depth
(2500)	15,649.00	Square Foot	0	0

Commercial Buildings

Style	SERVICE SHOPS-B- / 25B
Gross Sq Ft	7,492
Finished Sq Ft	6,400
Perimiter	504
Stories	1
Interior Walls	
Exterior Walls	C.B.S. with 10% AVE WOOD SIDING
Quality	250 ()
Roof Type	FLAT OR SHED
Roof Material	TAR & GRAVEL
Exterior Wall1	C.B.S.
Exterior Wall2	AVE WOOD SIDING
Foundation	CONCRETE SLAB
Interior Finish	
Ground Floor Area	
Floor Cover	
Full Bathrooms	0
Half Bathrooms	0
Heating Type	
Year Built	1950
Year Remodeled	0
Effective Year Built	1986
Condition	AVERAGE

Code	Description	Sketch Area	Finished Area	Perimeter
FLA	FLOOR LIV AREA	6,400	6,400	320
SPF	SC PRCH FIN LL	1,092	0	184

Code	Description	Sketch Area	Finished Area	Perimeter
TOTAL		7,492	6,400	504

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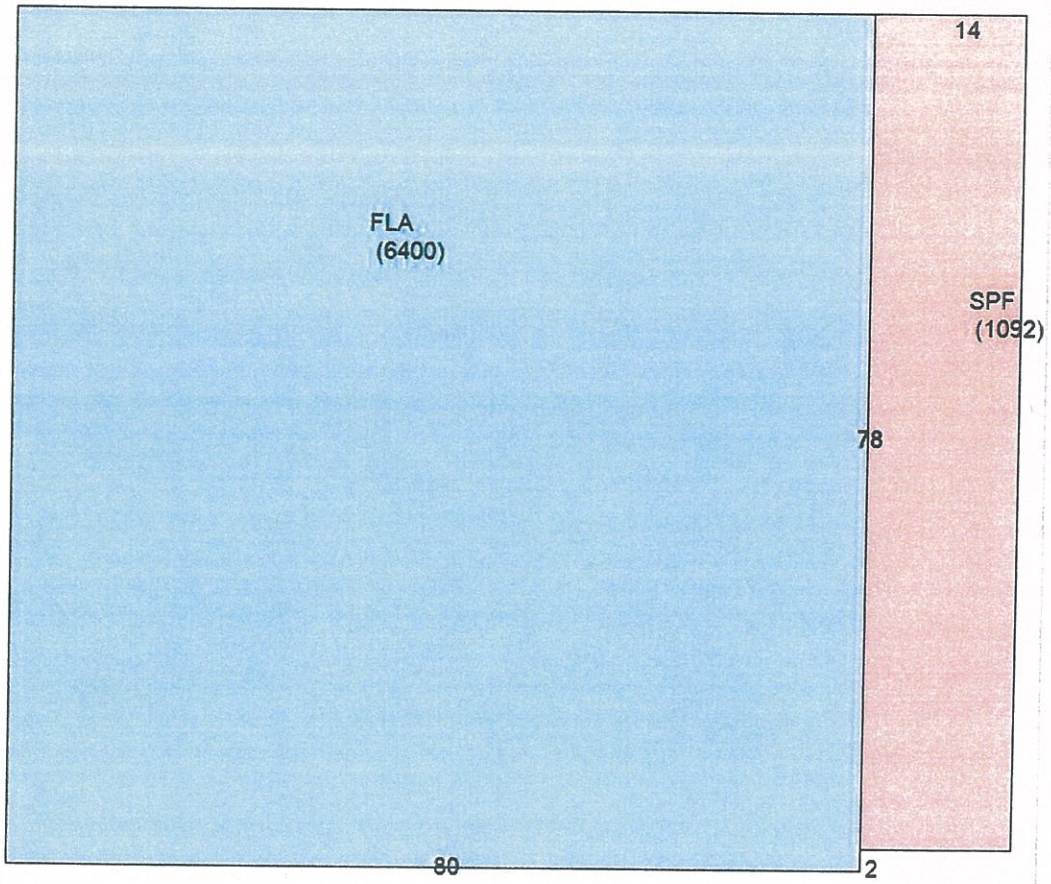
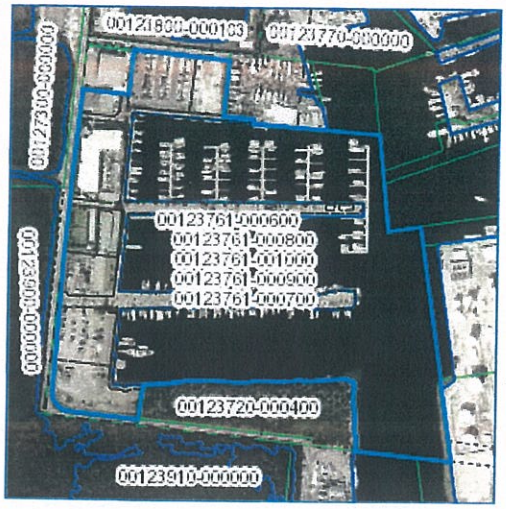
Sketches (click to enlarge)



Photos

Map



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Summary

Parcel ID	00123761-000500
Account#	9103819
Property ID	9103819
Millage Group	110A
Location Address	7009 SHRIMP Rd, STOCK ISLAND
Legal Description	UNIT 5 STOCK ISLAND MARINA VILLAGE A CONDOMINIUM OR2781-1313/1470(DEC/CONDO) (Note: Not to be used on legal documents.)
Neighborhood	8196
Property Class	MULTISTORY (1800)
Subdivision	
Sec/Twp/Rng	35/67/25
Affordable Housing	No

Owner

LONGSTOCK II LLC
7009 Shrimp Rd
Ste 2
Key West FL 33040

Valuation

		2018	2017	2016
+	Market Improvement Value	$557,688	$557,688	$152,625
+	Market Misc Value	$72,905	$72,905	$0
+	Market Land Value	$336,608	$336,608	$0
=	**Just Market Value**	**$967,201**	**$967,201**	**$152,625**
=	**Total Assessed Value**	**$184,677**	**$167,888**	**$152,625**
-	School Exempt Value	$0	$0	$0
=	**School Taxable Value**	**$967,201**	**$967,201**	**$152,625**

Land

Land Use	Number of Units	Unit Type	Frontage	Depth
(1800)	18,195.00	Square Foot	0	0

Commercial Buildings

Style	OFF BLDG MULT STY-B / 18B
Gross Sq Ft	10,973
Finished Sq Ft	5,024
Perimiter	1,176
Stories	2
Interior Walls	DRYWALL
Exterior Walls	METAL/ALUM
Quality	400 ()
Roof Type	IRR/CUSTOM
Roof Material	METAL
Exterior Wall1	METAL/ALUM
Exterior Wall2	
Foundation	CONCRETE SLAB
Interior Finish	DRYWALL
Ground Floor Area	
Floor Cover	TERRAZZO
Full Bathrooms	0
Half Bathrooms	0
Heating Type	
Year Built	2006
Year Remodeled	
Effective Year Built	2006
Condition	

Code	Description	Sketch Area	Finished Area	Perimeter
FLA	FLOOR LIV AREA	5,024	5,024	378
GBF	GAR FIN BLOCK	5,024	0	378

Code	Description	Sketch Area	Finished Area	Perimeter
OUU	OP PR UNFIN UL	20	0	18
OPF	OP PRCH FIN LL	100	0	60
OUF	OP PRCH FIN UL	805	0	342
TOTAL		**10,973**	**5,024**	**1,176**

Yard Items

Description	Year Built	Roll Year	Quantity	Units	Grade
Elevator	2017	Roll Year	0	1	
Elevator Landing	2017	Roll Year	0	2 UT	

Permits

Number	Date Issued	Date Completed	Amount	Permit Type	Notes
13103757	10/17/2013		$24,750	Commercial	INSTALL 2 SOLAR HOT WATER SYSTEMS ON THE ROOF OF EXISTING BATH AND LAUNDRY HOUSES (ONE ON EACH ROOF).
13103833	10/15/2013		$3,578	Commercial	INSTALL A FIRE ALARM SYSTEM IN PUMP ROOM. PUMP ROOM PERMIT #131-2577
13102577	8/23/2013	10/23/2013	$190,000	Commercial	NEW BUILDING GENERATOR AND FIRE PUMP BUILDING TO BE AT CORRECT ELEVATION OF 9' NGVD MINIMUM ELEVATION CERTIFICATES REQUIRED. NOTICE OF COMMENCEMENT REQUIRED PERMIT APPROVAL TO CONSTRUCT A FIRE PUMP AND GENERATOR BUILDING.
13102139	6/28/2013	12/23/2013	$440,000	Commercial	INSTALLATION OF NEW SIDE-TIE MEGA YACHT DOCKS AND INSTALL ALL UTILITIES, ON THE SOUTH SIDE OF THE NORTH PIER.
13101177	6/5/2013	10/23/2013	$244,809	Commercial	CONSTRUCT BATH HOUSE #2 CONSISTING OF 424 S.F. 1ST FLOOR AREA, 266 S.F. SLAB, 996 S.F. ROOF.
13101174	5/21/2013	10/23/2013	$572,381	Commercial	NEW MARINA STORE AND FUEL SERVICE BUILDING CONSISTING OF 1234 S.F. 1ST FLOOR AREA, 858 S.F. 2ND FLOOR, 100 S.F. 1ST FLOOR DECK UNDER ROOF, 481 S.F. 2ND FLOOR DECK UNDER ROOF, 1712 S.F. ROOF. 9/19/13 - ADDING SUB
13101175	5/21/2013	10/23/2013	$311,332	Commercial	CONSTRUCT BATH HOUSE #3 CONSISTING OF 608 S.F. 1ST FLOOR AREA, 200 S.F. SLAB, 1119 S.F. ROOF. 9/19/13 - ADDING SUB
13101086	4/22/2013		$314,613	Commercial	INSTALLATION OF MARINE SEWER VACUUM SYSTEM INCLUDING 4 PUMPS, BELOW GROUND VACUUM LINES AND FORCE MAIN.
13100846	4/17/2013		$1,500	Commercial	INSTALL PVC FENCE. LONG 6' HIGH PVC FENCE ALONG THE SIDE OF PROPERTY.
12103136	10/23/2012	12/23/2013	$8,000,000	Commercial	NEW AND REPAIR OF SEAWALL AND CAP AND MISC. NORTH PIER. PHASE 1 TO CREATE 361 NON-COMMERCIAL RECRETIONAL WET SLIPS VIA THE INSTALLATION OF 115,520 SQ FT. FLOATING DOCKS SECURED WITH CONCRETE PILES TO MAINTENANCE DREDGE 5,687 CUBIC YARD (72,107 SQ FT).

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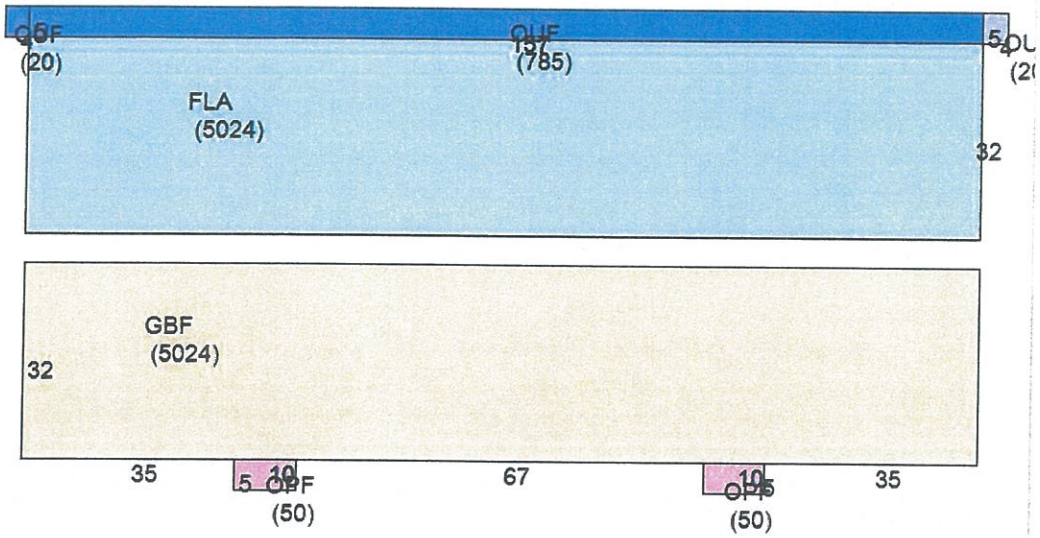
View Taxes for this Parcel

Sketches (click to enlarge)



Photos

Map

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Summary

Parcel ID	00123761-000600
Account#	9103820
Property ID	9103820
Millage Group	110A
Location Address	7007 SHRIMP Rd, STOCK ISLAND
Legal Description	UNIT 6 STOCK ISLAND MARINA VILLAGE A CONDOMINIUM OR2781-1313/1470(DEC/CONDO) (Note: Not to be used on legal documents.)
Neighborhood	8196
Property Class	COMMERCIAL (1000)
Subdivision	
Sec/Twp/Rng	35/67/25
Affordable Housing	No

Owner

LONGSTOCK II LLC
7009 Shrimp Rd
Ste 2
Key West FL 33040

Valuation

		2018	2017	2016
+	Market Improvement Value	$0	$0	$211,200
+	Market Misc Value	$100,885	$100,885	$0
+	Market Land Value	$466,737	$466,737	$0
=	**Just Market Value**	**$567,622**	**$567,622**	**$211,200**
=	**Total Assessed Value**	**$255,552**	**$232,320**	**$211,200**
-	School Exempt Value	$0	$0	$0
=	**School Taxable Value**	**$567,622**	**$567,622**	**$211,200**

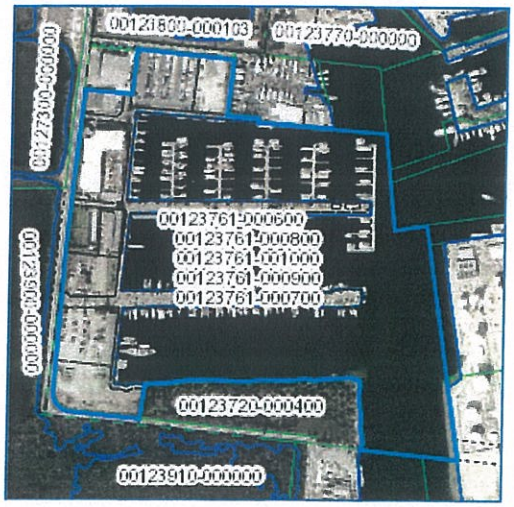
Land

Land Use	Number of Units	Unit Type	Frontage	Depth
COMMERCIAL WATERFRON (100W)	25,229.00	Square Foot	0	0

View Tax Info

View Taxes for this Parcel

Map



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Summary

Parcel ID	00123761-000700
Account#	9103821
Property ID	9103821
Millage Group	110A
Location Address	7011 SHRIMP Rd, STOCK ISLAND
Legal Description	UNIT 7 STOCK ISLAND MARINA VILLAGE A CONDOMINIUM OR2781-1313/1470(DEC/CONDO) (Note: Not to be used on legal documents.)
Neighborhood	8196
Property Class	COMMERCIAL (1000)
Subdivision	
Sec/Twp/Rng	35/67/25
Affordable Housing	No

Owner

LONGSTOCK II LLC
7009 Shrimp Rd
Ste 2
Key West FL 33040

Valuation

		2018	2017	2016
+	Market Improvement Value	$0	$0	$313,500
+	Market Misc Value	$149,751	$149,751	$0
+	Market Land Value	$691,919	$691,919	$0
=	**Just Market Value**	**$841,670**	**$841,670**	**$313,500**
=	**Total Assessed Value**	**$379,335**	**$344,850**	**$313,500**
-	School Exempt Value	$0	$0	$0
=	**School Taxable Value**	**$841,670**	**$841,670**	**$313,500**

Land

Land Use	Number of Units	Unit Type	Frontage	Depth
COMMERCIAL WATERFRON (100W)	37,401.00	Square Foot	0	0

Permits

Number	Date Issued	Date Completed	Amount	Permit Type	Notes
18105447	2/27/2019		$265,000	Commercial	CONSTRUCT 5000 SF COMMERICIAL POOL, DECK, (2) HEATERS, AUTO FILL AND HANDICAP LIFT.
18105446	2/7/2019		$650,000	Commercial	CONSTRUCTION OF 3,500 SQ FT POOL BAR, KITCHEN AND GAZEBO.

View Tax Info

View Taxes for this Parcel

Map

TRIM Notice

2018 Notices Only

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Schneider GEOSPATIAL

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Version 2.2.10

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Disclaimer

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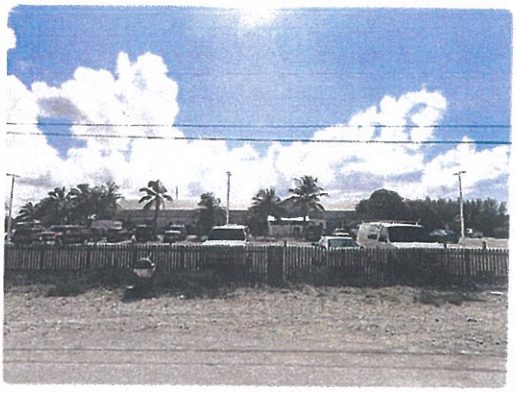
By continuing into this site you assert that you have read and agree to the above statement.

Summary

Parcel ID	00123761-000800
Account#	9103822
Property ID	9103822
Millage Group	110A
Location Address	7025 SHRIMP Rd, STOCK ISLAND
Legal Description	UNIT 8 STOCK ISLAND MARINA VILLAGE A CONDOMINIUM OR2781-1313/1470(DEC/CONDO) (Note: Not to be used on legal documents.)
Neighborhood	8196
Property Class	COMMERCIAL (1000)
Subdivision	
Sec/Twp/Rng	35/67/25
Affordable Housing	No



Owner

LONGSTOCK II LLC
7009 Shrimp Rd
Ste 2
Key West FL 33040

Valuation

		2018	2017	2016
+	Market Improvement Value	$365,497	$365,497	$449,625
+	Market Misc Value	$214,775	$214,775	$0
+	Market Land Value	$992,766	$992,766	$0
=	**Just Market Value**	**$1,573,038**	**$1,573,038**	**$449,625**
=	**Total Assessed Value**	**$544,047**	**$494,588**	**$449,625**
-	School Exempt Value	$0	$0	$0
=	**School Taxable Value**	**$1,573,038**	**$1,573,038**	**$449,625**

Land

Land Use	Number of Units	Unit Type	Frontage	Depth
MARINA WATERFRONT (10MW)	53,663.00	Square Foot	0	0

Commercial Buildings

Style	MARINA/AUTO/BUS TERM / 27C
Gross Sq Ft	7,818
Finished Sq Ft	7,818
Perimiter	574
Stories	1
Interior Walls	DRYWALL
Exterior Walls	CONC BLOCK
Quality	300 ()
Roof Type	GABLE/HIP
Roof Material	METAL
Exterior Wall1	CONC BLOCK
Exterior Wall2	
Foundation	CONCRETE SLAB
Interior Finish	DRYWALL
Ground Floor Area	
Floor Cover	
Full Bathrooms	0
Half Bathrooms	0
Heating Type	
Year Built	1953
Year Remodeled	
Effective Year Built	1980
Condition	

Code	Description	Sketch Area	Finished Area	Perimeter
FLA	FLOOR LIV AREA	7,818	7,818	574
TOTAL		7,818	7,818	574

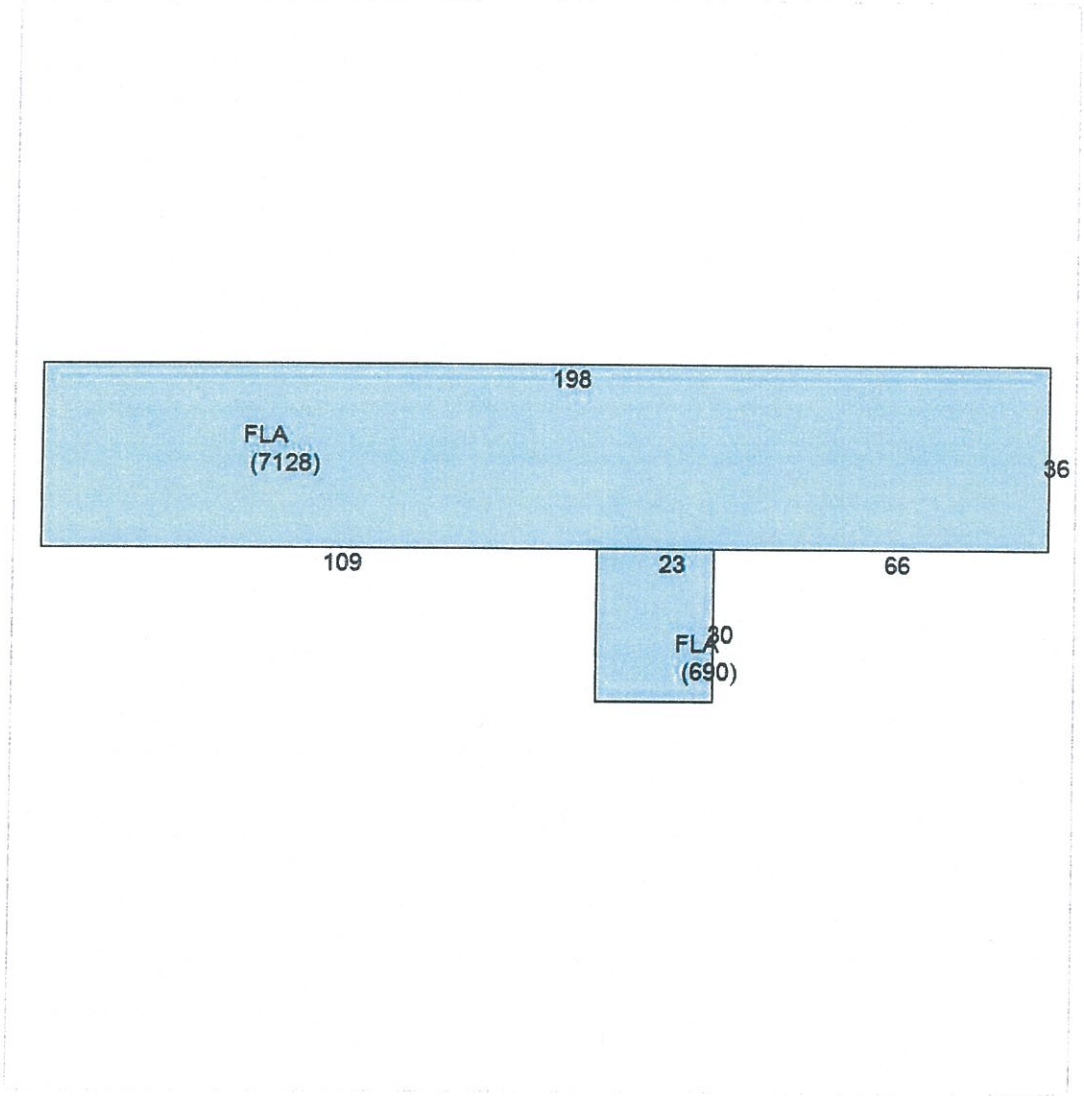
Permits

Number	Date Issued	Date Completed	Amount	Permit Type	Notes
17105861	3/21/2018		$32,485	Commercial	DEMO OF EXT/INT. STAIRS. REMOVE WINDOWS/IN FILL NEW STAIRS & RAMP AND RAILING. ELECTRICAL & PLUMBING FOR EQUIPMENT HOOK-UP.
17107281	2/21/2018		$10,275	Commercial	CONSTRUCT INSTALL GARAGE DOOR

View Tax Info

View Taxes for this Parcel

Sketches (click to enlarge)



Photos

Map

TRIM Notice

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Summary

Parcel ID	00123761-000900
Account#	9103823
Property ID	9103823
Millage Group	110A
Location Address	7075 SHRIMP Rd, STOCK ISLAND
Legal Description	UNIT 9 STOCK ISLAND MARINA VILLAGE A CONDOMINIUM OR2781-1313/1470(DEC/CONDO) (Note: Not to be used on legal documents.)
Neighborhood	8196
Property Class	COMMERCIAL (1000)
Subdivision	
Sec/Twp/Rng	35/67/25
Affordable Housing	No

Owner

LONGSTOCK II LLC
7009 Shrimp Rd
Ste 2
Key West FL 33040

Valuation

		2018	2017	2016
+	Market Improvement Value	$0	$0	$494,175
+	Market Misc Value	$236,055	$236,055	$0
+	Market Land Value	$1,093,424	$1,093,424	$0
=	**Just Market Value**	**$1,329,479**	**$1,329,479**	**$494,175**
=	**Total Assessed Value**	**$597,952**	**$543,593**	**$494,175**
-	School Exempt Value	$0	$0	$0
=	**School Taxable Value**	**$1,329,479**	**$1,329,479**	**$494,175**

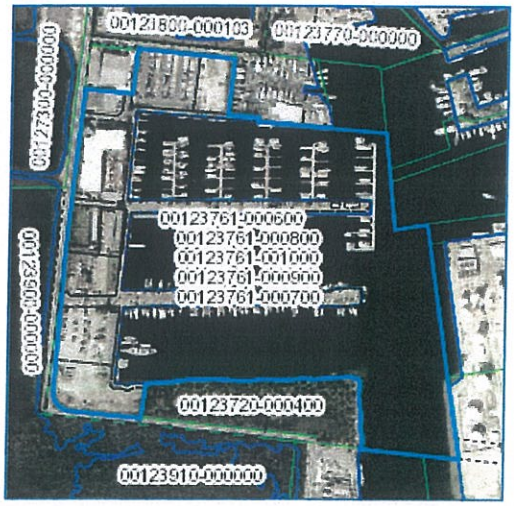
Land

Land Use	Number of Units	Unit Type	Frontage	Depth
COMMERCIAL WATERFRON (100W)	59,104.00	Square Foot	0	0

View Tax Info

View Taxes for this Parcel

Map



TRIM Notice

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Summary

Parcel ID	00123762-000000
Account#	9103825
Property ID	9103825
Millage Group	110A
Location Address	BAY BTM OF SHRIMP Rd, STOCK ISLAND
Legal Description	35 67 25 BAY BTM LYING SOUTH OF AND ADJ TO SQRS 55,56 AND 57 MALONEY SUB PB1-55 (1.41 AC) OR1-17/18 OR53-238OR65-324/328 OR163-299 OR164-562/575 OR286-270/273 OR313-53-56 OR315-531/532 OR359-85/89 OR423-622-624 ID 4-057008 UNRECORDED MERGER ON FILE OR427-859/60 OR427-861-862 OR500-566E OR508-638/39 OR509-52 OR547-972D/C(PROB DOCKET 73-146-CP-12) OR780-1169/71E OR780-1172/75E OR806-1706/61 OR866-2451/2455E OR866-2460/2464E OR866-2474/2477E OR1076-1688/1689 OR1195-1402/03C OR1229-967/71 OR1239-460/62 OR1269-1002/03 OR1436-1614/15 OR1595-206/7 OR1617-1777/1842DEC OR1618-999/1000 OR1618-1001/02 OR1625-418/19 OR1625-420 OR1699-2300/02 OR1699-2325/26 OR1701-834/35 OR1707-1140Q/C OR1708-1890AFF OR1761-1026/47AMD OR1765-1978 OR1771-2113/15 OR1789-1224 OR1831-1735/37 OR1840-998/1040DEC OR1843-46/49 OR1848-1336/37 OR1852-2346/47T/C OR1854-466/67 OR1855-127/28 OR1857-775/78 OR1858-503/04 OR1858-560/61 OR1870-2281/2357DEC OR1873-879/80 OR1873-1197/98 OR1879-964/65 OR1881-196/97 OR1883-2201/02 OR1890-2271/72 OR1899-1738/39 OR1901-2216/17 OR1903-1186/87 OR1913-2276C OR1937-1567 OR2017-2389/90 OR2045-2319Q/C OR2050-2190 OR2062-621/23 OR2071-1650 OR2218-1284/25Q/C OR2219-832/33Q/C OR2220-1578 OR2222-389C OR2223-1519 OR2224-1197 OR2224-1198 OR2224-1199 OR2225-2132 OR2231-765 OR2235-782C OR2247-1559 OR2247-1560 OR2250-1000C OR2257-1636Q/C OR2260-2432 OR2262-30 OR2267-26 OR2270-306 OR2270-307 OR2270-2314 OR2273-2487 OR2274-1219C OR2277-484 OR2277-488 OR2278-1963 OR2278-1964 OR2283-2297 OR2287-716/17Q/C-E OR2287-718 OR2287-719/20 OR2287-1647/54 OR2291-353 OR2291-354/55 OR2291-356/57 OR2294-900/901 OR2294-902/04 OR2294-905 OR2294-906/08 OR2294-909/11 OR2294-940/43 OR2294-944/46 OR2294-1344/1345 OR2298-1259/60 OR2298-1261/62 OR2298-1263/66 OR2305-2179/84 OR2305-2185/90 OR2305-2191/96 OR2305-2197/98 OR2305-2199/2200 OR2305-2207/08 OR2305-2209/11 OR2313-1249/51 OR2314-1759/60 OR2316-1525/26 OR2385-20/52OR2499-355/64 OR2772-153/163 (Note: Not to be used on legal documents.)
Neighborhood	10061
Property Class	SUBMERGED (9500)
Subdivision	
Sec/Twp/Rng	35/67/25
Affordable Housing	No

Owner

LONGSTOCK II LLC
7009 Shrimp Rd
Ste 2
Key West FL 33040

Valuation

		2018	2017	2016
+	Market Improvement Value	$0	$0	$0
+	Market Misc Value	$0	$0	$0
+	Market Land Value	$141	$141	$141
=	**Just Market Value**	$141	$141	$141
=	**Total Assessed Value**	$141	$141	$141
-	School Exempt Value	$0	$0	$0
=	**School Taxable Value**	$141	$141	$141

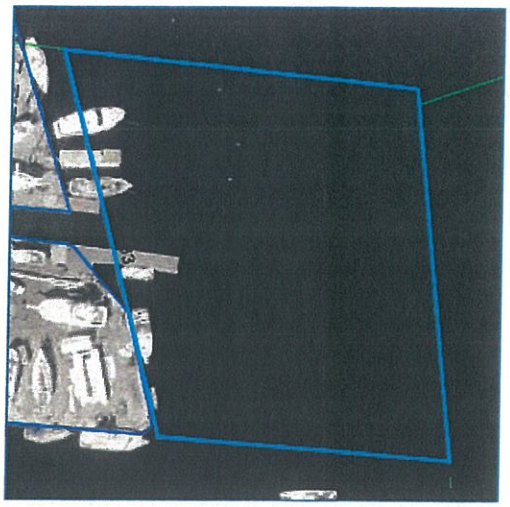
Land

Land Use	Number of Units	Unit Type	Frontage	Depth
(9500)	1.41	Acreage	0	0

View Tax Info

View Taxes for this Parcel

Map



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By continuing into this site you assert that you have read and agree to the above statement.

Summary

Parcel ID	00123761-001000
Account#	9103824
Property ID	9103824
Millage Group	110A
Location Address	7005 SHRIMP Rd, STOCK ISLAND
Legal Description	UNIT 10 STOCK ISLAND MARINA VILLAGE A CONDOMINIUM OR2781-1313/1470(DEC/CONDO) (Note: Not to be used on legal documents.)
Neighborhood	8196
Property Class	SUBMERGED (9500)
Subdivision	
Sec/Twp/Rng	35/67/25
Affordable Housing	No

Owner

LONGSTOCK II LLC
7009 Shrimp Rd
Ste 2
Key West FL 33040

Valuation

		2018	2017	2016
+	Market Improvement Value	$0	$0	$5,167,800
+	Market Misc Value	$2,468,532	$2,468,532	$0
+	Market Land Value	$0	$0	$0
=	**Just Market Value**	**$2,468,532**	**$2,468,532**	**$5,167,800**
=	**Total Assessed Value**	**$2,468,532**	**$2,468,532**	**$5,167,800**
-	School Exempt Value	$0	$0	$0
=	**School Taxable Value**	**$2,468,532**	**$2,468,532**	**$5,167,800**

Land

Land Use	Number of Units	Unit Type	Frontage	Depth
(9500)	1,234,120.00	Square Foot	0	0

Permits

Number	Date Issued	Date Completed	Amount	Permit Type	Notes
18106126	2/25/2019		$275,000	Commercial	TO DEMOLISH SITE WORK ONLY SEE PERMIT #18105444 FOR SITE WORK DETAILS, AS PER APPROVED PLANS.
18105444	2/7/2019		$3,285,000	Commercial	SITE ONLY PER APPROVED PLANS. ELECTRICAL AND PLUMBING.

View Tax Info

View Taxes for this Parcel

Map

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EXHIBIT B

WRITTEN CONSENT FORM

Date of Consent: 12 / 27 / 2018
Month Day Year

I, ROBBIES SAFE HARBOR MARINE ENT., INC. hereby consent to inclusion in the
(Print Name of Property Owner(s))

Safe Harbor Community Center Overlay for the Property described as:

(if in metes and bounds, attach legal description on separate sheet)

Lot Block Subdivision: STOCK ISLAND

Key (Island)

00123660-000000

Real Estate (RE) Number: 1157775

Alternate Key Number

7281 SHRIMP ROAD, KEY WEST, FLORIDA 33040

Street Address (Street, City, State & Zip Code): 5

Approximate Mile Marker

Authorized Agent Contact Information:

Mailing Address (Street)

(City, State and Zip Code)

Work Phone Home Phone Cell Phone Email Address

This authorization becomes effective on the date this affidavit is notarized and shall remain in effect until terminated by the undersigned. This authorization acts as a durable power of attorney only for the purposes stated. The undersigned understands the risks and liabilities involved in the granting of this agency and accepts full responsibility for any and all of the actions of the agent named herein related to the processing of the services requested, application(s) and/or the acquisition of approvals/permits for the aforementioned applicant. The applicant(s) hereby indemnifies and holds harmless Monroe County, its officers, agents and employees for any damage to applicant caused by its agent or arising from this agency authorization.

Note: Agents must provide a notarized authorization from ALL current property owners.

Signature of Property Owner: [signature], V.P

Printed Name of Property Owner: Rebecca Ritter, V.P

STATE OF FLORIDA COUNTY OF MONROE

Sworn to and subscribed before me this 27th day of DECEMBER, 2018.

by Rebecca Boothwright Ritter, who is personally known to me OR produced
(Print Name of Person Making Statement)

FL-DL as identification.
(Type of ID Produced)

[signature]
Signature of Notary Public

Judelys Valladares
~~BARTON W. SMITH~~
Print, Type or Stamp Commissioned Name of Notary Public

My commission expires: ~~09/01/2020~~ Feb 26, 2021

JUDELYS VALLADARES
MY COMMISSION # GG76983
EXPIRES February 26, 2021

WRITTEN CONSENT FORM

Date of Consent: 01 / 10 / 2019
Month Day Year

I, SAFE HARBOR ENTERPRISES, INC. hereby consent to inclusion in the
(Print Name of Property Owner(s))

Safe Harbor Community Center Overlay for the Property described as:

(if in metes and bounds, attach legal description on separate sheet)

Lot	Block	Subdivision	STOCK ISLAND Key (Island)
00123731-000000 Real Estate (RE) Number			9081090 Alternate Key Number
VACANT LOT & KEY WEST, FLORIDA 33040 Street Address (Street, City, State & Zip Code)			5 Approximate Mile Marker

Authorized Agent Contact Information:

300 SEVILLA AVE, SUITE 213
Mailing Address (Street)

CORAL GABLES, FL 33134
(City, State and Zip Code)

(305) 445-8500 ext. 201
Work Phone Home Phone Cell Phone Email Address

This authorization becomes effective on the date this affidavit is notarized and shall remain in effect until terminated by the undersigned. This authorization acts as a durable power of attorney only for the purposes stated. The undersigned understands the risks and liabilities involved in the granting of this agency and accepts full responsibility for any and all of the actions of the agent named herein related to the processing of the services requested, application(s) and/or the acquisition of approvals/permits for the aforementioned applicant. The applicant(s) hereby indemnifies and holds harmless Monroe County, its officers, agents and employees for any damage to applicant caused by its agent or arising from this agency authorization.

Note: Agents must provide a notarized authorization from ALL current property owners.

Signature of Property Owner: [signature]

Printed Name of Property Owner: Roger M Bernstein, President

STATE OF Florida COUNTY OF Monroe

Sworn to and subscribed before me this 10th day of January, 2019.

by Roger M. Bernstein, who is personally known to me OR produced
(Print Name of Person Making Statement)

_____ as identification.
(Type of ID Produced)

[signature]
Signature of Notary Public

TIFFANY GARCIA
MY COMMISSION # GG 080319
EXPIRES: July 7, 2021
Bonded Thru Notary Public Underwriters

Print, Type or Stamp Commissioned Name of Notary Public

My commission expires:

WRITTEN CONSENT FORM

Date of Consent: 01 / 10 / 2019
Month Day Year

I, BENJAMIN BERNSTEIN RESIDUARY TR B U/T/W hereby consent to inclusion in the
(Print Name of Property Owner(s))

Safe Harbor Community Center Overlay for the Property described as:

(if in metes and bounds, attach legal description on separate sheet)

Lot	Block	Subdivision	Key (Island)
			STOCK ISLAND

Real Estate (RE) Number	Alternate Key Number
00123770-000000 & 00127250-000000	1157911 & 1161462

Street Address (Street, City, State & Zip Code)	Approximate Mile Marker
VACANT LOT VACANT LOT & 5700 4TH AVENUE, KEY WEST, FLORIDA 33040	5

Authorized Agent Contact Information:

300 SEVILLA AVENUE, SUITE 213
Mailing Address (Street)

CORAL GABLES, FL 33134
(City, State and Zip Code)

(305) 445-8500 ext. 201

Work Phone	Home Phone	Cell Phone	Email Address

This authorization becomes effective on the date this affidavit is notarized and shall remain in effect until terminated by the undersigned. This authorization acts as a durable power of attorney only for the purposes stated. The undersigned understands the risks and liabilities involved in the granting of this agency and accepts full responsibility for any and all of the actions of the agent named herein related to the processing of the services requested, application(s) and/or the acquisition of approvals/permits for the aforementioned applicant. The applicant(s) hereby indemnifies and holds harmless Monroe County, its officers, agents and employees for any damage to applicant caused by its agent or arising from this agency authorization.

Note: Agents must provide a notarized authorization from ALL current property owners.

Signature of Property Owner: Roger M. Bernstein

Printed Name of Property Owner: Roger M Bernstein, Co-Trustee

STATE OF Florida COUNTY OF Monroe

Sworn to and subscribed before me this 10th day of January, 2019.

by Roger M Bernstein, who is personally known to me OR produced
(Print Name of Person Making Statement)

_____ as identification.
(Type of ID Produced)

TIFFANY GARCIA
MY COMMISSION # GG 080319
EXPIRES: July 7, 2021
Bonded Thru Notary Public Underwriters

Signature of Notary Public

Print, Type or Stamp Commissioned Name of Notary Public

My commission expires:

WRITTEN CONSENT FORM

Date of Consent: 01 / 10 / 2019
Month Day Year

I, JKYD, LLC hereby consent to inclusion in the
(Print Name of Property Owner(s))

Safe Harbor Community Center Overlay for the Property described as:

(if in metes and bounds, attach legal description on separate sheet)

Lot Block Subdivision	STOCK ISLAND Key (Island)
0123720-000400 Real Estate (RE) Number	9088429 Alternate Key Number
VACANT LOT, KEY WEST, FLORIDA 33040 Street Address (Street, City, State & Zip Code)	5 Approximate Mile Marker

Authorized Agent Contact Information:

300 SEVILLA AVENUE, SUITE 213
Mailing Address (Street)

CORAL GABLES, FL 33134
(City, State and Zip Code)

(305) 445-8500 ext. 201
Work Phone Home Phone Cell Phone Email Address

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Note: Agents must provide a notarized authorization from ALL current property owners.

Signature of Property Owner: [signature]

Printed Name of Property Owner: Roger M Bernstein, Co-Managing partner

STATE OF Florida COUNTY OF Monroe

Sworn to and subscribed before me this 10th day of January, 2019.

by Roger M Bernstein, who is personally known to me OR produced
(Print Name of Person Making Statement)

_____ as identification.
(Type of ID Produced)

[signature]
Signature of Notary Public

TIFFANY GARCIA
MY COMMISSION # GG 080319
EXPIRES: July 7, 2021
Bonded Thru Notary Public Underwriters

Print, Type or Stamp Commissioned Name of Notary Public

My commission expires:

WRITTEN CONSENT FORM

Date of Consent: 01 / 10 / 2019
Month Day Year

I, BENJAMIN BERNSTEIN TRUST B hereby consent to inclusion in the
(Print Name of Property Owner(s))

Safe Harbor Community Center Overlay for the Property described as:

(if in metes and bounds, attach legal description on separate sheet)

			STOCK ISLAND
Lot	Block	Subdivision	Key (Island)
00127280-000000 & 00127290-000000			1161497 &1161501
Real Estate (RE) Number			Alternate Key Number
6460 FRONT STREET & VACANT LOT, KEY WEST, FLORIDA 33040			5
Street Address (Street, City, State & Zip Code)			Approximate Mile Marker

Authorized Agent Contact Information:

300 SEVILLA AVENUE, SUITE 213
Mailing Address (Street)

CORAL GABLES, FL 33134
(City, State and Zip Code)

(305) 445-8500 ext. 201
Work Phone Home Phone Cell Phone Email Address

This authorization becomes effective on the date this affidavit is notarized and shall remain in effect until terminated by the undersigned. This authorization acts as a durable power of attorney only for the purposes stated. The undersigned understands the risks and liabilities involved in the granting of this agency and accepts full responsibility for any and all of the actions of the agent named herein related to the processing of the services requested, application(s) and/or the acquisition of approvals/permits for the aforementioned applicant. The applicant(s) hereby indemnifies and holds harmless Monroe County, its officers, agents and employees for any damage to applicant caused by its agent or arising from this agency authorization.

Note: Agents must provide a notarized authorization from ALL current property owners.

Signature of Property Owner: Roger Bernstein

Printed Name of Property Owner: Roger M Bernstein,Co-Trustee

STATE OF Florida COUNTY OF Monroe

Sworn to and subscribed before me this 10th day of January, 2019.

by Roger M Bernstein, who is personally known to me OR produced
(Print Name of Person Making Statement)

_____ as identification.
(Type of ID Produced)

Tiffany Garcia
Signature of Notary Public

TIFFANY GARCIA
MY COMMISSION # GG 080319
EXPIRES: July 7, 2021
Bonded Thru Notary Public Underwriters

Print, Type or Stamp Commissioned Name of Notary Public

My commission expires:

WRITTEN CONSENT FORM

Date of Consent: 12 / 21 / 2018
Month Day Year

I, BAMA ONE, LLC hereby consent to inclusion in the
(Print Name of Property Owner(s))

Safe Harbor Community Center Overlay for the Property described as:

(if in metes and bounds, attach legal description on separate sheet)

Lot Block Subdivision: STOCK ISLAND
Key (Island)

Real Estate (RE) Number: 00123570-000000
Alternate Key Number: 1157686

Street Address (Street, City, State & Zip Code): VACANT LOT, KEY WEST, FLORIDA 33040
Approximate Mile Marker: 5

Authorized Agent Contact Information:

Mailing Address (Street)

(City, State and Zip Code)

Work Phone Home Phone Cell Phone Email Address

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Note: Agents must provide a notarized authorization from ALL current property owners.

Signature of Property Owner: _____ MANAGER

Printed Name of Property Owner: JOSEPH O'CONNELL

STATE OF FLORIDA COUNTY OF MONROE

Sworn to and subscribed before me this 21st day of DECEMBER, 2018.

by Joseph O'Connell, who is personally known to me OR produced
(Print Name of Person Making Statement)

_____ as identification.
(Type of ID Produced)

_____ BARTON W. SMITH
Signature of Notary Public Print, Type or Stamp Commissioned Name of Notary Public

My commission expires: 09/01/2020

BARTON W. SMITH
Notary Public - State of Florida
Commission # FF 993412
My Comm. Expires Sep 1, 2020

WRITTEN CONSENT FORM

Date of Consent: 12 / 21 / 2018
Month Day Year

I, KW RESORT UTILITIES CORP. hereby consent to inclusion in the
(Print Name of Property Owner(s))

Safe Harbor Community Center Overlay for the Property described as:

(if in metes and bounds, attach legal description on separate sheet)

Lot Block Subdivision: STOCK ISLAND
Key (Island)

Real Estate (RE) Number: 00123600-000101
Alternate Key Number: 8642113

Street Address (Street, City, State & Zip Code): 6630 FRONT STREET, KEY WEST, FL 33040
Approximate Mile Marker: 5

Authorized Agent Contact Information:

Mailing Address (Street)

(City, State and Zip Code)

Work Phone Home Phone Cell Phone Email Address

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Note: Agents must provide a notarized authorization from ALL current property owners.

Signature of Property Owner: [signature]

Printed Name of Property Owner: Gregory Wright

STATE OF FLORIDA COUNTY OF MONROE

Sworn to and subscribed before me this 21st day of DECEMBER, 2018.

by GREGORY WRIGHT, who is personally known to me OR produced
(Print Name of Person Making Statement)

_____ as identification.
(Type of ID Produced)

[signature]
Signature of Notary Public

BARTON W. SMITH
Print, Type or Stamp Commissioned Name of Notary Public

My commission expires: 09/01/2020

BARTON W. SMITH
Notary Public - State of Florida
Commission # FF 993412
My Comm. Expires Sep 1, 2020

WRITTEN CONSENT FORM

Date of Consent: 12 / 21 / 2018
Month Day Year

I, SAFE HARBOUR PROPERTIES, LLC hereby consent to inclusion in the
(Print Name of Property Owner(s))

Safe Harbor Community Center Overlay for the Property described as:

(if in metes and bounds, attach legal description on separate sheet)

Lot	Block	Subdivision	STOCK ISLAND Key (Island)
00123590-000000 Real Estate (RE) Number			1157708 Alternate Key Number
6810 FRONT STREET, KEY WEST, FLORIDA 33040 Street Address (Street, City, State & Zip Code)			5 Approximate Mile Marker

Authorized Agent Contact Information:

Mailing Address (Street)

(City, State and Zip Code)

Work Phone Home Phone Cell Phone Email Address

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Note: Agents must provide a notarized authorization from ALL current property owners.

Signature of Property Owner: manager

Printed Name of Property Owner: JOSEPH O'CONNELL

STATE OF FLORIDA COUNTY OF MONROE

Sworn to and subscribed before me this 21st day of DECEMBER, 2018.

by Joseph O'Connell, who is personally known to me OR produced
(Print Name of Person Making Statement)

_____ as identification.
(Type of ID Produced)

Signature of Notary Public

BARTON W. SMITH
Print, Type or Stamp Commissioned Name of Notary Public

My commission expires: 09/01/2020

BARTON W. SMITH
Notary Public - State of Florida
Commission # FF 993412
My Comm. Expires Sep 1, 2020

WRITTEN NO OBJECTION FORM

Date of Consent: 1 / 10 / 19
Month Day Year

I, CONSTELLATION YACHTS, INC. hereby do not object to inclusion in the
(Print Name of Property Owner(s))

Safe Harbor Community Center Overlay for the Property described as:

(if in metes and bounds, attach legal description on separate sheet)

Lot Block Subdivision	STOCK ISLAND Key (Island)
00123730-000100 & 00123730-000200	9089578 & 9081548
Real Estate (RE) Number	Alternate Key Number
6811 SHRIMP ROAD & VACANT LAND, KEY WEST, FLORIDA 33040	5
Street Address (Street, City, State & Zip Code)	Approximate Mile Marker

Authorized Agent Contact Information:

Mailing Address (Street)

(City, State and Zip Code)

Work Phone Home Phone Cell Phone Email Address

Signature of Property Owner: _____

Printed Name of Property Owner: Walter Schurtenberger

STATE OF Florida

COUNTY OF Monroe

Sworn to and subscribed before me this 10th day of JANUARY, 2019.

by Walter Schurtenberger, who is personally known to me OR produced
(Print Name of Person Making Statement)

_____ as identification.
(Type of ID Produced)

_____ BARTON W. SMITH
Signature of Notary Public Print, Type or Stamp Commissioned Name of Notary Public

My commission expires: 09/01/2020

BARTON W. SMITH
Notary Public - State of Florida
Commission # FF 993412
My Comm. Expires Sep 1, 2020

AGENT AUTHORIZATION FORM

Date of Authorization: 08 / 10 / 2017
Month Day Year

I hereby authorize Barton W. Smith, Esq. and Bryan Hawks, Esq., Smith Hawks, PL be listed as authorized agent
(Print Name of Agent)

representing SIMV HOTEL 1, LLC for the application submission
(Print Name of Property Owner(s) the Applicant(s))

of SIMV HOTEL 1, LLC
(List the Name and Type of applications for the authorization)

for the Property described as: (if in metes and bounds, attach legal description on separate sheet)

STOCK ISLAND MARINA VILLAGE A CONDOMINIUM OR2781-1313/1470DEC OR2784-511/14 Stock Island

Lot Block Subdivision Key (Island)

00123761-000400 9103818

Real Estate (RE) Number Alternate Key Number

7001 Shrimp Road, Key West, Florida 33040

Street Address (Street, City, State & Zip Code) Approximate Mile Marker

Authorized Agent Contact Information:

138 Simonton Street, Key West, Florida 33040

Mailing Address (Street, City, State and Zip Code)

305-296-7227 Bart@SmithHawks.com Bryan@SmithHawks.com

Work Phone Home Phone Cell Phone Email Address

This authorization becomes effective on the date this affidavit is notarized and shall remain in effect until terminated by the undersigned. This authorization acts as a durable power of attorney only for the purposes stated. The undersigned understands the risks and liabilities involved in the granting of this agency and accepts full responsibility for any and all of the actions of the agent named herein related to the processing of the services requested, application(s) and/or the acquisition of approvals/permits for the aforementioned applicant. The applicant(s) hereby indemnifies and holds harmless Monroe County, its officers, agents and employees for any damage to applicant caused by its agent or arising from this agency authorization.

Note: Agents must provide a notarized authorization from ALL current property owners.

Signature of Property Owner: _____

Printed Name of Property Owner: Bradley Weiser

STATE OF Fl COUNTY OF _____

Sworn to and subscribed before me this 11th day of August, 20 17,

by Bradley Weiser, who is personally known to me OR produced
(Print Name of Person Making Statement)

Drivers License as identification.
(Type of ID Produced)

_____
Signature of Notary Public

ISABEL VEGA
MY COMMISSION # GG 078697
EXPIRES: March 2, 2021
Bonded Thru Budget Notary Services

_____
Print, Type or Stamp Commissioned Name of Notary Public

My commission expires:

AGENT AUTHORIZATION FORM

Date of Authorization: 08 / 10 / 2017
Month Day Year

I hereby authorize Barton W. Smith, Esq. and Bryan Hawks, Esq., Smith Hawks, PL be listed as authorized agent
(Print Name of Agent)

representing SIMV HOTEL 1, LLC for the application submission
(Print Name of Property Owner(s) the Applicant(s))

of SIMV HOTEL 1, LLC
(List the Name and Type of applications for the authorization)

for the Property described as: (if in metes and bounds, attach legal description on separate sheet)

STOCK ISLAND MARINA VILLAGE A CONDOMINIUM OR2781-1313/1470DEC OR2784-511/14 Stock Island

Lot Block Subdivision Key (Island)

00123761-000400 9103818

Real Estate (RE) Number Alternate Key Number

7001 Shrimp Road, Key West, Florida 33040

Street Address (Street, City, State & Zip Code) Approximate Mile Marker

Authorized Agent Contact Information:

138 Simonton Street, Key West, Florida 33040

Mailing Address (Street, City, State and Zip Code)

305-296-7227 Bart@SmithHawks.com Bryan@SmithHawks.com

Work Phone Home Phone Cell Phone Email Address

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Note: Agents must provide a notarized authorization from ALL current property owners.

Signature of Property Owner: _____

Printed Name of Property Owner: Bradley Weiser

STATE OF Fl COUNTY OF _____

Sworn to and subscribed before me this 11th day of August, 2017,

by Bradley Weiser, who is personally known to me OR produced
(Print Name of Person Making Statement)

Drivers License as identification.
(Type of ID Produced)

Isabel V.
Signature of Notary Public

NOTARY PUBLIC STATE OF FLORIDA
ISABEL VEGA
MY COMMISSION # GG 078697
EXPIRES: March 2, 2021
Bonded Thru Budget Notary Services

Print, Type or Stamp Commissioned Name of Notary Public

My commission expires:

WRITTEN CONSENT FORM

Date of Consent: 12 / 21 / 2018
Month Day Year

I, KEY WEST TRANSFER STATION & HAULING SERVICE, INC. hereby consent to inclusion in the
(Print Name of Property Owner(s))

Safe Harbor Community Center Overlay for the Property described as:

(if in metes and bounds. attach legal description on separate sheet)

Lot	Block	Subdivision	STOCK ISLAND Key (Island)
00123600-000102 Real Estate (RE) Number			9084783 Alternate Key Number
6500 FRONT STREET, KEY WEST, FLORIDA 33040 Street Address (Street, City, State & Zip Code)			5 Approximate Mile Marker

Authorized Agent Contact Information:

Mailing Address (Street)

(City, State and Zip Code)

Work Phone Home Phone Cell Phone Email Address

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Note: Agents must provide a notarized authorization from ALL current property owners.

Signature of Property Owner: Irene Gonzalez

Printed Name of Property Owner: IRENE GONZALEZ

STATE OF FLORIDA COUNTY OF MONROE

Sworn to and subscribed before me this 21st day of DECEMBER, 2018.

by Irene Gonzalez, who is personally known to me OR produced
(Print Name of Person Making Statement)

as identification.
(Type of ID Produced)

Signature of Notary Public BARTON W. SMITH
Print, Type or Stamp Commissioned Name of Notary Public

My commission expires: 09/01/2020

BARTON W. SMITH
Notary Public - State of Florida
Commission # FF 993412
My Comm. Expires Sep 1, 2020

WRITTEN CONSENT FORM

Date of Consent: 12 / 21 / 2018
Month Day Year

I, KEYS FRESH SEAFOOD, LLC hereby consent to inclusion in the
(Print Name of Property Owner(s))

Safe Harbor Community Center Overlay for the Property described as:

(if in metes and bounds, attach legal description on separate sheet)

Lot Block Subdivision	STOCK ISLAND Key (Island)
00123540-000000 Real Estate (RE) Number	1157651 Alternate Key Number
6840 FRONT STREET, KEY WEST, FLORIDA 33040 Street Address (Street, City, State & Zip Code)	5 Approximate Mile Marker

Authorized Agent Contact Information:

Mailing Address (Street)

(City, State and Zip Code)

Work Phone Home Phone Cell Phone Email Address

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Note: Agents must provide a notarized authorization from ALL current property owners.

Signature of Property Owner: _____

Printed Name of Property Owner: John Buckheim

STATE OF FLORIDA COUNTY OF MONROE

Sworn to and subscribed before me this 21st day of DECEMBER, 2018.

by JOHN BUCKHEIM, who is personally known to me OR produced
(Print Name of Person Making Statement)

_____ as identification.
(Type of ID Produced)

_____ BARTON W. SMITH
Signature of Notary Public Print, Type or Stamp Commissioned Name of Notary Public

My commission expires: 09/01/2020

BARTON W. SMITH
Notary Public - State of Florida
Commission # FF 993412
My Comm. Expires Sep 1, 2020

needs by mid-next week based on the failure of Goal 109. We went through the project in depth including where the project stands on timing, the effect of Goal 109 being denied, any amendments/revisions that must be made due to Goal 109's denial and their current analysis, and finally any issues staff or commissioners have identified. The reality is that the delays in resolving tenant issues have pushed back the project dates. I have summarized it below:

APPLICATIONS

1. Road abandonment-
    a. Laurel Avenue will be approved in April
    b. Maloney will be timed to be approved at same time as development approved. Commission has raised concerns of abandoning roadway if not tied to this project
2. Comp plan
    a. Site specific policy (overlay)
        i. Need separate goal for density that supplants 109, they support creating a Goal 111 for project, it will mirror the current site specific policy and we will revise Comp. Plan amendment to include next week
            1. Will also need to amend FLUM table to put a footnote –we should have this to them within a week
            2. Will also need to amend LDC 130-157 – this will be filed with amendment to Comp. Plan next week
3. 2 LUDS will be adopted at time as Comp. Plan
4. Development agreement
5. Major conditional use after all this above has occurred (all of the above will be on the BOCC together)

TIMELINE:

Planning commission for DA, LUD, LDC amendment and COMP Plan amendment

Timing issue is that the DA and LUD amendments must have community meeting no less than 45, no more than 120 days before planning commission. We musthave another meeting

- Comp plan- must have community at least 3 months so in order to need to publish by march 11 so would be before April 3. Date set for community meeting: Tuesday April 23 5:00PM @ STOCK ISLAND BERNSTEIN PARK
    - Notice needs to be to paper by Saturday the 6th (whatever call policy and goal- suggest it should be broader. BWS says we will get it to them by this time next week)
- DRC May
- planning commission July
- BOCC transmittal to October as September is Key Largo
- Final adoption with BOCC would be January as December is Key Largo
- MCU approval February

FEEDBACK FROM COMMISSIONERS:

- ROGO and Density transfer is #1 issue
    - Staff is more concerned as to density transfer but has concerns with ROGO transfer
        - This is a big policy issue that commissioners have raised concerns
        - Will need to get Steve Williams and Bob on board
- Height
    - Staff was fine with 3 stories but Commissioner Sylvia Murphy had an issue. I don't believe other 4 commissioners have an issue

PROPOSED INCOME MIX: This needs to be included in the Site Specific Policy. Staff recommends increase in density for very low, low and median, but it is commissions discretion. I walked through the Quarry, which was total project 70% moderate, 10% median, 20% low and commission approved. Staff wants applicant to propose mix.

MOORING FIELD/SHORE SIDE FACILITY: Want BWS to internally come up with something with regard to this but not to mention elsewhere

Let's set up a meeting to discuss late this week.

Bart

BARTON W. SMITH, ESQ.

SMITH/HAWKS

ATTORNEYS AT LAW

138 SIMONTON STREET, KEY WEST, FLORIDA 33040 U.S.A.

TEL. 305-296-7227 FAX. 305-296-8448 WEB. SMITHHAWKS.COM

Disclaimer

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MONROE COUNTY, FLORIDA
PLANNING AND ENVIRONMENTAL RESOURCES DEPARTMENT

RECEIVED
AUG 15 2018
BY gabi W.

Land Development Code (LDC) Text Amendment Application

An application must be deemed complete and in compliance with the Monroe County Comprehensive Plan and Code by the staff prior to the item being scheduled for review

Application Fee: $5,950.00

The base fee includes two internal staff meetings with applicants; one Development Review Committee meeting, one Planning Commission public hearing; and one Board of County Commission public hearing. If this minimum number of meetings/hearings is exceeded, additional fees shall be charged pursuant to Fee Schedule Resolution and paid prior to the private application proceeding through public hearings.

In addition to the application fee, the following fees also apply:
Advertising Costs: $245.00
Surrounding Property Owner Notification (SPON): $3.00 for each property owner required to be noticed
Transportation Study Review: $5,000.00 Deposit (any unused funds will be returned upon approval)
Advertising and Noticing fees for a community meeting: $245.00 plus $3.00/SPON

Date of Request: 08 / 16 / 2018
Month Day Year

Applicant / Agent Authorized to Act for Property Owner: **(Agents must provide notarized authorization from all property owners.)**

Smith / Hawks, PL — Barton W. Smith, Esq.
Applicant (Name of Person, Business or Organization) — Name of Person Submitting this Application

138 Simonton Street, Key West, Florida 33040
Mailing Address (Street, City, State and Zip Code)

305-296-7227 — bart@smithhawks.com
Work Phone — Home Phone — Cell Phone — Email Address

Property Owner: **(Business/Corp must include documents showing who has legal authority to sign.)**

Longstock II, LLC — Applicant
(Name/Entity) — Contact Person

7005 Shrimp Road, Unit 4, Stock Island, Florida 33040
Mailing Address (Street, City, State and Zip Code)

Applicant — Applicant
Work Phone — Home Phone — Cell Phone — Email Address

MONROE COUNTY, FLORIDA
PLANNING AND ENVIRONMENTAL RESOURCES DEPARTMENT

Land Development Code (LDC) Text Amendment Application

An application must be deemed complete and in compliance with the Monroe County Comprehensive Plan and Code by the staff prior to the item being scheduled for review

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Advertising and Noticing fees for a community meeting: $245.00 plus $3.00/SPON

Date of Request: 08 / 16 / 2018
Month Day Year

Applicant / Agent Authorized to Act for Property Owner: **(Agents must provide notarized authorization from all property owners.)**

Smith / Hawks, PL — Barton W. Smith, Esq.
Applicant (Name of Person, Business or Organization) — Name of Person Submitting this Application

138 Simonton Street, Key West, Florida 33040
Mailing Address (Street, City, State and Zip Code)

305-296-7227 — bart@smithhawks.com
Work Phone — Home Phone — Cell Phone — Email Address

Property Owner: **(Business/Corp must include documents showing who has legal authority to sign.)**

Longstock II, LLC — Applicant
(Name/Entity) — Contact Person

7005 Shrimp Road, Unit 4, Stock Island, Florida 33040
Mailing Address (Street, City, State and Zip Code)

Applicant — Applicant
Work Phone — Home Phone — Cell Phone — Email Address

Section(s) of Land Development Code Affected :
Section 130-140

Please describe the reason for the proposed text amendment (attach additional sheets if necessary):
See attached letter explaining amendment

Please describe how the proposed amendment implements and is consistent with the Comprehensive Plan:
See attached letter explaining amendment's consistency with Comp. Plan

Please describe how proposed amendment is consistent with the Principles for Guiding Development for the Florida Keys Area, Section 380.0552(7), Florida Statute:
See attached letter explaining amendment's consistency with Principles for Guiding Development for the Florida Keys Area, Section 380.0552(7)

The Board of County Commissioners may consider an amendment if the change is based on one or more of the following factors. Please describe how one or more of the following factors shall be met (attach additional sheets if necessary):

1) **Changed projections (e.g. regarding public service needs) from those on which the text was based**
   See attached letter

2) **Changed assumptions (e.g. regarding demographic trends):**
   See attached letter

3) **Data errors, including errors in mapping, vegetative types and natural features:**
   See attached letter

4) **New issues:**
   See attached letter

5) **Recognition of a need for additional detail or comprehensiveness:**
   See attached letter

6) **Data updates:**

See attached letter

In no event shall an amendment be approved which will result in an adverse community change of the planning area in which the proposed development is located or to any area in accordance with a Livable CommuniKeys master plan. Please describe how the text amendment would not result in an adverse community change (attach additional sheets if necessary):

See attached letter

* * * * * * *

Applicants submitting an application for an amendment to the text of the Land Development Code shall participate in a concept meeting with the Planning and Environmental Resources Department, as indicated in Section 102-158(d)(3), to discuss the proposed amendment.

Scheduling. A concept meeting shall be scheduled by department staff once the application is determined to be complete.

As part of this concept meeting, department staff will identify whether or not the proposed text amendment will have a county-wide impact. If the proposal is determined to have a county-wide impact, a public meeting with the Board of County Commissioners (**"Impact Meeting"**) prior to the application proceeding to the DRC for review is required. The applicant shall coordinate with the Planning Director regarding the date and time of the Impact Meeting; however, all Impact Meetings shall be held in Marathon.

Notice of Meeting. The Impact Meeting shall be noticed at least 15 days prior to the meeting date by advertisement in a Monroe County newspaper of general circulation.

Noticing and Advertising Costs. The applicant shall pay the cost of the public notice and advertising for the Impact Meeting and provide proof of proper notice to the Planning Director.

The Impact Meeting is not to be a public hearing (the BOCC will not vote on the proposal), but a public meeting during which the BOCC may offer their initial opinions and the public may have input on the proposed amendment.

PROOF OF PROPER NOTICING ON THE IMPACT MEETING WILL BE REQUIRED.

Applicants requesting a Land Development Code Text Amendment shall provide for public participation through a <u>community meeting</u>.

Scheduling. The applicant will coordinate with the Planning Director regarding the date, time and location of the proposed community meeting; however, all meetings are to be held on a weekday evening at least three (3) months prior to any of the public hearings.

Notice of Meeting. The community meeting shall be noticed at least 15 days prior to the meeting date by advertisement in a Monroe County newspaper of general circulation, mailing of notice to surrounding property owners, and posting of the subject property.

Noticing and Advertising Costs. The applicant shall pay the cost of the public notice and advertising for the community meeting and provide proof of proper notice to the Planning Director.

The community meeting shall be facilitated by a representative from the Monroe County Planning & Environmental Resources Department and the applicant shall be present at the meeting.

PROOF OF PROPER NOTICING ON THE COMMUNITY MEETING WILL BE REQUIRED.

* * * * * * *

All of the following must be submitted in order to have a complete application submittal:
(Please check as you attach each required item to the application)

- [x] Completed application form (unaltered and unbound)
- [x] Correct fee (check or money order payable to *Monroe County Planning & Environmental Resources*)
- [x] Existing text of Land Development Code section(s) affected
- [x] Proposed amendment(s) to text of Land Development Code section(s). *Must be provided in strikethrough and underline format.*
- [ ] If a site specific amendment is proposed:
  - [ ] Proof of ownership (i.e., Warranty Deed)
  - [ ] Ownership Disclosure Form
  - [ ] Current Property Record Card(s) from the Monroe County Property Appraiser
  - [ ] Location map
  - [ ] Photograph(s) of site(s) from adjacent roadway(s)
  - [ ] Signed and Sealed Boundary Survey(s), prepared by a Florida registered surveyor – eight (8) sets (at a minimum, survey should include elevations; location and dimensions of all existing structures, paved areas and utility structures; all bodies of water on the site and adjacent to the site; total acreage by land use district; total acreage by habitat; and total upland area
  - [ ] Typed name and address mailing labels of all property owners within a 600 foot radius of the property(s) – (three sets). This list should be compiled from the current tax rolls of the Monroe County Property Appraiser. In the event that a condominium development is within the 600 foot radius, each unit owner must be included

If applicable, the following must be submitted in order to have a complete application submittal:

- ☒ **Notarized Agent Authorization Letter** (note: authorization is needed from all owner(s) of the subject property)
- ☒ Proof of Ownership & Ownership Disclosure Form (*required if application affects specific and defined area*)
- ☐ Sealed Boundary Survey, prepared by a Florida registered surveyor – eight (8) sets (*required if application affects specific and defined area*)
- ☒ Location map (*required if application affects specific and defined area*)
- ☒ Copy of current Future Land Use Map (*required if application affects specific and defined area)*
- ☒ Typed name and address mailing labels of all property owners within a 600 foot radius of the property(s) – (three sets). This list should be compiled from the current tax rolls of the Monroe County Property Appraiser. In the event that a condominium development is within the 600 foot radius, each unit owner must be included (*required if application affects specific and defined area*)
- ☒ 600ft Radius report, prepared by the Monroe County Property Appraiser's Office (*required if application affects specific and defined area*)
- ☒ Traffic Study, prepared by a licensed traffic engineer (*required if application affects specific and defined area*)
- ☒ Transportation fee of $5,000 to cover the cost of experts hired by the Department to review the traffic study – any unused funds deposited will be returned upon approval (*required if application affects specific and defined area*)

If deemed necessary to complete a full review of the application, within reason, the Planning & Environmental Resources Department reserves the right to request additional information.

Additional fees may apply pursuant to the approved fee schedule.

* * * * * * *

Has a previous application been submitted for this site(s) within the past two years? ☐ Yes ☒ No

Is there a pending code enforcement proceeding involving all or a portion of the parcel(s) proposed for development? ☐ Yes ☒ No Code Case file #_____ Describe the enforcement proceedings and if this application is being submitted to correct the violation: _____

The applicant/owner hereby acknowledges and agrees that any staff discussions or negotiations about conditions of approval are preliminary only, and are not final, nor are they the specific conditions or demands required to gain approval of the application, unless the conditions or demands are actually included in writing in the final development order or the final denial determination or order.

By signing this application, the owner of the subject property authorizes the Monroe County Planning & Environmental Resources staff to conduct all necessary site visits and inspections on the subject property.

I, the Applicant, certify that I am familiar with the information contained in this application, and that to the best of my knowledge such information is true, complete and accurate.

Signature of Applicant: _____ **Date:** 8/15/18

STATE OF Florida

COUNTY OF Monroe

Sworn to and subscribed before me this 15 day of August, 20 18,

by Barton Smith, who is personally known to me OR produced

(PRINT NAME OF PERSON MAKING STATEMENT)

_____ as identification.

(TYPE OF ID PRODUCED)

_____
Signature of Notary Public

TIFFANY GARCIA
MY COMMISSION # GG 080319
EXPIRES: July 7, 2021
Bonded Thru Notary Public Underwriters

Tiffany Garcia
Print, Type or Stamp Commissioned Name of Notary Public

My commission expires:

Send complete application package to:

Monroe County Planning & Environmental Resources Department
Marathon Government Center
2798 Overseas Highway, Suite 400
Marathon, FL 33050

SMITH/HAWKS
ATTORNEYS AT LAW

August 16, 2018

Via Overnight Delivery
Emily Schemper
Senior Director
Monroe County Planning & Environmental Resources Department
2798 Overseas Highway, Suite 400
Marathon, FL 33050

RE: Proposed Text Amendment to provide text for Section 130-140 of the Monroe County Land Development Regulations

Dear Emily,

Please allow this letter to serve as additional information in support of the enclosed Land Development Regulation Text Amendment Application ("**Application**") made on behalf of Longstock II, LLC, a Florida limited liability company ("**Applicant**").

Text Amendment Background

The Text Amendment provides text for Section 130-140 of the Monroe County Land Development Regulations ("**Code**") which has been reserved for the Safe Harbor Community Center ("**SHCC**") Overlay District, and the Applicant believes this Text Amendment is appropriate and timely because the SHCC is an area poised for future development and in need of a specific overlay suitable to the particular needs and unique characteristics of the SHCC consistent with the policies of the Monroe County Year 2030 Comprehensive Plan and the Stock Island and Key Haven Livable CommuniKeys Plan.

Text Amendment Request

The proposed text amendment ("**Amendment**") seeks to promote a working waterfront and public access to the marine and coastal waters and allows for redevelopment in the SHCC of hotels/motels, affordable/workforce housing, commercial retail, and restaurant uses while balancing the protection of recreational and commercial working waterfront and commercial fishing uses and preserving and protecting coastal and natural resources and the community character of the SHCC.

138 SIMONTON STREET, KEY WEST, FLORIDA 33040 U.S.A.
T. 305-296-7227 F. 305-296-8448 SMITHHAWKS.COM

The Proposed Amendment

Sec. 130-140. Safe Harbor Community Center Overlay District.

(a) *Purpose and intent.* The purpose of the Safe Harbor Community Center Overlay District is to implement applicable goals, objectives, and policies of the Comprehensive Plan promoting a working waterfront and public access to the marine and coastal waters and allowing for redevelopment in a non-environmentally sensitive area of the Lower Keys for hotels/motels, affordable/workforce housing, commercial retail, and restaurant uses while balancing the protection of recreational and commercial working waterfront and commercial fishing uses, and preserving and protecting coastal and natural resources and the community character. The intent is to protect and maintain the character of the Safe Harbor area while allowing redevelopment/infill within the overlay district, an area that is the result of dredge and fill which has been developed with nonresidential uses.

(b) *Boundary.* The Safe Harbor Community Center Overlay District shall be shown as an overlay district on the Official Land Use District Map. The Safe Harbor Community Center Overlay District shall be comprised of that certain area bounded by Front Street to the east, Fourth Avenue to the north, Fifth Avenue to the north, Shrimp Road to the west, and Shrimp Road to the south but excluding that certain property owned by the Utility Board of the City of Key West and Florida Keys Aqueduct Authority bounded by Front Street to the east.

(c) Pursuant to Monroe County Comprehensive Plan Policy 101.5.6, the limitation of 5,000 square feet of floor area for commercial retail, restaurant uses, or any combination thereof shall apply to parcels as they existed as of the date of adoption of the Land Development Regulations in 1986 and as identified in the Monroe County Land Use Map dated January 19, 1988 attached hereto as **Exhibit "A".**

(d) NROGO allocations or transfers over 10,000 square feet shall be permitted into the Safe Harbor Community Center Overlay District.

(e) Within the boundaries of the Safe Harbor Community Center Overlay District, the permitted and conditional uses in subsections (1)(b) and (c) shall be enforced, in lieu of Section 130-85, Maritime Industries, and Section 130-88, Mixed Use; the maximum hotel/motel density in subsection (2) shall be enforced in lieu of Section 130-157; and the nonresidential land use intensities in subsection (3) shall be enforced in lieu of Section 130-164, maximum nonresidential land use intensities and district open space.

(1) *Permitted uses.* Safe Harbor Community Center Overlay District Permitted Uses

a. The following uses are permitted as of right in the Safe Harbor Community Center Overlay District:

1. Light industrial uses;

2. Commercial retail, restaurant uses, or any combination thereof, of less than 5,000 square feet of floor area;
3. Institutional residential uses, involving less than ten dwelling units or rooms;
4. Office uses of less than 5,000 square feet of floor area;
5. Heavy industrial uses;
6. Detached dwellings;
7. Commercial apartments involving less than six dwelling units, but tourist housing uses, vacation rental use, or commercial apartments is prohibited.
8. Attached and detached dwellings involving less than six units, designated as employee housing as provided for in Section 139-1;
9. Commercial fishing;
10. Institutional uses;
11. Public buildings and uses;
12. Replacement of an existing antenna-supporting structure pursuant to Section 146-5(b);
13. Collocations on existing antenna-supporting structures, pursuant to Section 146-5(c);
14. Attached wireless communications facilities, as accessory uses, pursuant to section 146-5(d);
15. Stealth wireless communications facilities, as accessory uses, pursuant to section 146-5(e); and
16. Satellite earth stations, as accessory uses, pursuant to section 146-5(f);
17. Wastewater nutrient reduction cluster systems that serve less than ten residences.

b. The following uses are permitted as minor conditional uses in the Safe Harbor Community Center Overlay District, subject to the standards and procedures set forth in Chapter 110, Article III:

1. Commercial apartments involving more than six dwelling units, provided that:
   a. The hours of operation of the commercial uses proposed in conjunction with the apartments are compatible with residential uses;
   b. Access to U.S. 1 is by way of:

      1. An existing curb cut;
      2. A signalized intersection; or
      3. A curb cut that is separated from any other curb cut on the same side of U.S. 1 by at least 400 feet;

   c. Tourist housing uses, including vacation rental use of commercial apartments is prohibited;

2. Hotels of fewer than 50 rooms, provided that one or more of the following amenities is available to guests:

   1. Swimming pool;

2. Marina; or
3. Tennis courts;

3. New antenna-supporting structures, pursuant to Section 146-5(a).

4. Commercial retail, office, restaurant uses, or any combination thereof, of low and medium intensity, and of greater than 5,000 but less than 10,000 square feet or floor area, provided that access to U.S. 1 is by way of:

   a. An existing curb cut;
   b. A signalized intersection; or
   c. A curb cut that is separated from any other curb cut on the same side of U.S. 1 by at least 400 feet;

5. Commercial retail, office, restaurant uses, or any combination thereof, of high intensity, and of less than 5,000 square feet of floor area, provided that access to U.S. 1 is by way of:

   a. An existing curb cut;
   b. A signalized intersection; or
   c. A curb cut that is separated from any other curb cut on the same side of U.S. 1 by at least 400 feet;

6. Commercial apartments involving six to 18 dwelling units, provided that:
   a. The hours of operation of the commercial uses are compatible with residential uses;
   b. Access to U.S. 1 is by way of:

      1. An existing curb cut;
      2. A signalized intersection; or
      3. A curb cut that is separated from any other curb cut on the same side of U.S. 1 by at least 400 feet;

   c. Tourist housing uses, including vacation rental uses, of commercial apartments are prohibited;

7. Attached and detached dwellings involving six to 18 units, designated as employee housing as provided for in Section 139-1.

c. The following uses are permitted as major conditional uses in the Safe Harbor Community Center Overlay District, subject to the standards and procedures set forth in Chapter 110, Article III:

1. Commercial retail, office, restaurant uses, or any combination thereof, of low and medium intensity, of greater than 10,000 square feet of floor area, provided that access to U.S. 1 is by way of:

   a. An existing curb cut;
   b. A signalized intersection; or
   c. A curb cut that is separated from any other curb cut on the same side of U.S. 1 by at least 400 feet;

2. Hotels providing 50 or more rooms, provided that:

   a. The hotel has restaurant facilities on the premises; and
   b. One or more of the following amenities is available to guests:

      1. Swimming pool; or
      2. Docking facilities; or
      3. Tennis courts; and

   c. Access to U.S. 1 is by way of:

      1. An existing curb cut;
      2. A signalized intersection; or
      3. A curb cut that is separated from any other curb cut on the same side of U.S. 1 by at least 400 feet;

3. Marinas, provided that:

   a. The parcel proposed for development has access to water at least four feet below mean sea level at mean low tide;
   b. The sale of goods and services is limited to fuel, food, boating, diving and sport fishing products;
   c. All outside storage areas are screened from adjacent uses by a solid fence, wall, or hedge at least six feet in height; and
   d. Each nonwaterside perimeter setback of the parcel proposed for development must have a class C bufferyard within a side yard setback of no less than ten feet;

4. Wastewater treatment facilities and wastewater treatment collection systems serving uses located in any land use district, provided that:

   a. The wastewater treatment facility and wastewater treatment collection systems are in compliance with all federal, state, and local requirements;
   b. The wastewater treatment facility, wastewater treatment collection systems and accessory uses shall be screened by structures designed to be architecturally

consistent with the character of the surrounding community and minimize the impact of any outdoor storage, temporary or permanent; and

c. In addition to any district boundary buffers set forth in Chapter 114, Article V, a planting bed, eight feet in width, to be measured perpendicular to the exterior of the screening structure shall be established with the following:

1. One native canopy tree for every 25 linear feet of screening structure;
2. One understory tree for every ten linear feet of screening structure and the required trees shall be evenly distributed throughout the planting bed;
3. The planting bed shall be installed as set forth in Chapter 114, Article IV; and
4. A solid fence may be required upon determination by the planning director.

5. Heliports or seaplane ports, provided that:

a. The heliport is associated with a governmental service facility, a law enforcement element or a medical services facility;
b. The heliport or seaplane port is a Federal Aviation Administration certified landing facility;
c. The landing and departure approaches do not pass over established residential uses or known bird rookeries;
d. If there are established residential uses within 500 feet of the parcel proposed for development, the hours of operation for non-emergency aircraft shall be limited to daylight; and
e. The use is fenced or otherwise secured from entry by unauthorized persons;

6. Attached and detached dwelling units involving more than 18 units, designated as employee housing as provided for in Section 139-1.

(2) *Maximum Densities for Hotel/Motel and Minimum Open Space.* For purposes of this overlay district, the hotel/motel maximum net density shall be 20 units per acre and minimum open space shall be 0.20.

(3) *Maximum nonresidential land use intensities and district open space.* For the purposes of this overlay district, uses with corresponding intensity thresholds shall be cumulative and utilize the floor area ratios as follows:

Safe Harbor Community Center Overlay District Maximum Nonresidential Land Use Intensities and District Open Space:

Land Use	Maximum Floor Area Ratio	Minimum Open Space Ratio[a]
Low Intensity Commercial Retail or Restaurant	0.40	0.20

Medium Intensity Commercial Retail or Restaurant	0.30	0.20
High Intensity Commercial Retail or Restaurant	0.30	0.20
Office	0.50	0.20
Commercial Fishing	0.45	0.20
Light Industrial	0.60[b]	0.20
Heavy Industrial	0.40	0.20
Institutional	0.30	0.20
Public Building/Uses	0.60	0.20
Agriculture (Mariculture)	0.45	0.20
Commercial Recreation	0.25	0.20

(a) Additional open space requirements may apply based on environmental protection criteria – see additional open space ratios in Chapter 118. In accordance with Section 101-2(1), the most restrictive of these ratios applies.
(b) For properties within the Safe Harbor Community Center Overlay District with Light Industrial land use, the maximum floor area ratio shall be 0.60 in accordance with Policy 101.5.25 of the Comprehensive Plan.
(c) Enclosed and partially enclosed boat barns shall not count towards Floor Area Ratio within the Safe Harbor Community Center Overlay District.

(f) *Parking.*

(1) *Required number of off-street parking spaces.* The following number of parking spaces shall be provided for each use:

Specific Use Category	**Minimum Required Number of Parking Spaces Per Indicated Unit of Measure**
Single-family dwelling units, including mobile homes on individual lots or parcels	2.0 spaces per dwelling unit or mobile home
Multifamily residential developments	1.5 spaces per dwelling unit
Commercial retail except as otherwise specified in this table	3.0 spaces per 1,000 sq. ft. of nonresidential floor area within the building and 1.5 spaces per 1,000 sq. ft. of area devoted to outdoor retail sales
Eating and drinking establishments, such as restaurants and bars	For areas devoted to food/beverage service, 1.0 space per 3 seats or 3.0 spaces per 1,000 sq. ft. of nonresidential floor area, whichever total amount is higher. For other areas, 3.0 spaces per 1,000 sq. ft. of nonresidential floor area within the building separate from the seating area and devoted to activities other than food/beverage service (including, but not limited to,

	kitchen, office, retail sales not related to food or beverage and storage)
Commercial recreation (indoor), excluding theaters, conference centers and activity centers	5.0 spaces per 1,000 sq. ft. of nonresidential floor area within the building
Commercial recreation (outdoor)	5.0 spaces per 1,000 sq. ft. of the parcel that is directly devoted to the outdoor recreational activity, excluding areas used for parking and driveways, required yards and required landscaping and buffer areas
Theaters, conference centers, or activity centers	1.0 space per 3.0 actual seats or based on seating capacity
Offices	3.0 spaces per 1,000 sq. ft. of nonresidential floor area within the building
Hotels/destination resorts	1.0 space per each 1-bedroom transient dwelling unit and 1.0 space plus 0.5 space for each additional bedroom per each 2 or more bedroom transient dwelling unit
Industrial uses; excluding mini-warehouses/self-storage centers; repair or servicing of vehicles; and warehousing	2.0 spaces per 1,000 sq. ft. of nonresidential floor area within the building; and 1.0 space per 1,000 sq. ft. of the parcel that is devoted to outdoor industrial use
Live-aboard	1.0 space per berth
Marinas and commercial fishing facilities	1.0 space per 4 berths plus 1.0 space per 8 dry storage racks
Charter/guide boats, six or fewer passenger capacity	1.0 space per berth
Party and charter/guide boats, more than six passengers capacity	0.3 space per passenger capacity of vessel
Boat ramps	6.0 spaces per ramp; all spaces shall be a minimum of 14 feet by 55 feet, to accommodate trailers and oversized vehicles

(2) *Off-site parking facilities.* The following requirements shall apply to off-site parking facilities for nonresidential uses.

1. Off-site parking facilities shall be permitted and located within the Safe Harbor Community Center Overlay District.
2. A parking agreement shall be required in accordance with Section 114-68.

(g) *Setback.* The front setback for each parcel within the Safe Harbor Community Center Overlay District shall be reduced to 10 feet for a more urban look in the Safe Harbor Community Center Overlay District.

(h) *Signage*. For purposes of signage in the Safe Harbor Community Center Overlay District, the number of parcels as set forth in the Monroe County, Florida Land Use District Map adopted by the Monroe County Board of Commissioners by Resolution on January 19, 1988 shall be used to determine the maximum amount of signage for a particular parcel. For example, if a particular parcel consisted of 5 parcels as set forth in the Land Use District Map adopted on January 19, 1988, then the maximum amount of signage for that particular parcel shall be determined as if that parcel consisted of 5 parcels.

Reason for Proposed Text Amendment

The Monroe County Year 2030 Comprehensive Plan provides for the Livable CommuniKeys Master Plan which in turn provides for the Master Plan for the Future Development of Stock Island & Key Haven, which provides for the establishment of the Safe Harbor Community Center Overlay District which is the basis of this Amendment.

Text Amendment Request

The Amendment seeks to promote a working waterfront and public access to the marine and coastal waters and allows for redevelopment in the SHCC for hotels/motels, affordable/workforce housing, commercial retail, and restaurant uses while balancing the protection of recreational and commercial working waterfront and commercial fishing uses and preserving and protecting coastal and natural resources and the community character of the SHCC.

Policy 101.5.6

Although Section 130-140(f)(1)(b)(4) of the Amendment above permits commercial retail, office, restaurant uses, or any combination thereof, of low and medium intensity, and of greater than 5,000 but less than 10,000 square feet or floor area as a minor conditional use, this does not contradict Policy 101.5.6 of the Monroe County Comprehensive Plan, which provides that parcels within the Maritime Industries zoning district shall be limited to uses of less than 5,000 square feet of floor area. The specified permitted minor conditional use can only occur by consolidation of parcels as set forth above in Section 130-140(c) of the Amendment.

Parking

The parking calculations provided are based on: (1) historical parking utilization data in the SHCC; (2) the requirements of the City of Key West Land Development Regulations which contain similar parking demands for liveaboards and wet slips in urban areas; (3) as well as 15 years of data evidencing that dry slips are utilized half the time wet slips are utilized and generate approximately half the parking demand. Because of Safe Harbor's proximity to Key West, alternative modes of transportation, including bicycles and scooters, are utilized for transportation. A parking study has been submitted along with this amendment supporting the adjustments to parking contained in the Amendment.

Setback

The SHCC Overlay District will reduce the required front setback for each parcel within the SHCC Overlay District to 10 feet which will allow for a more accessible and inviting atmosphere for the buildings in the SHCC Overlay District. Moreover, this will pull buildings away from the harbor freeing up space along the harbor for a harbor boardwalk.

Signage

The SHCC Overlay District will solve the problem regarding the need for signage variances for large parcels such as the Perry Hotel, which formerly consisted of multiple smaller parcels. This is achieved by utilizing the number of parcels as per the Land Use District Map adopted by the Monroe County Board of Commissioners by Resolution on January 19, 1988.

Military Installation Area of Impact

The Safe Harbor Community Center Overlay District is located in a noise zone of less than 65 DNL (Day-Night Average Sound level) noise contour pursuant to the 2013 Aircraft Noise Study for Naval Air Station Key West, and the Safe Harbor Community Center Overlay District is compatible with the Military Installation Area of Impact (MIAI).

Density

Prior to 2017, the Land Development Code open space density was zero (0) in Maritime Industries. The Safe Harbor Community Center District Overlay provides for development at this prior level, but accounts for open space, requiring a portion of the property to be open but still allowing the same maximum net density as was provided in the land development code until its 2017 amendment.

Boat Barns/Racks

This Amendment will allow development of boat racks which are covered and enclosed (provided the same are not associated with retail sales of boats), rather than just covered, unenclosed boat racks, without requiring NROGO square footage.

The Amendment eliminates an artificial distinction with no significance to the NROGO scheme. There is no functional or operational difference between covered, unenclosed or enclosed on three sides boat racks and covered, enclosed boat racks. However, under the current Code, a developer must obtain NROGO allocations and/or exemptions to construct an enclosed boat storage building but can build a non-enclosed (three-sided) boat storage building without the necessity of obtaining NROGO. This incentivizes development and continued use of unenclosed boat storage and discourages development and use of enclosed boat storage which is more secure from a security perspective and less susceptible to damage in a wind event such as a hurricane.

Simple physics dictates that a one, two, or three-sided building has an increased risk of sustaining damage in a wind event as opposed to a four-sided, enclosed building. Because of the lack of

enclosure, wind blowing into the unenclosed structure can create a "sail" effect, stressing the structural components of the building. An enclosed building presents no such opportunity. From a practical perspective, designs of enclosed boat storage buildings which are rated for hurricane-force winds are readily available, whereas three-and-fewer sided buildings are not typically designed to withstand high-intensity winds.

There is no public policy justification for the current disparate treatment of enclosed and unenclosed boat racks. Both enclosed and unenclosed boat racks are "constructed, installed or portable, the use of which requires a location on a parcel of land," and as such meet the Code definition of "structure."

Figure 1, below, depicts an elevation and an aerial of an enclosed, four-sided structure intended for boat dry rack storage. Construction of this structure requires NROGO:

Figure 1:

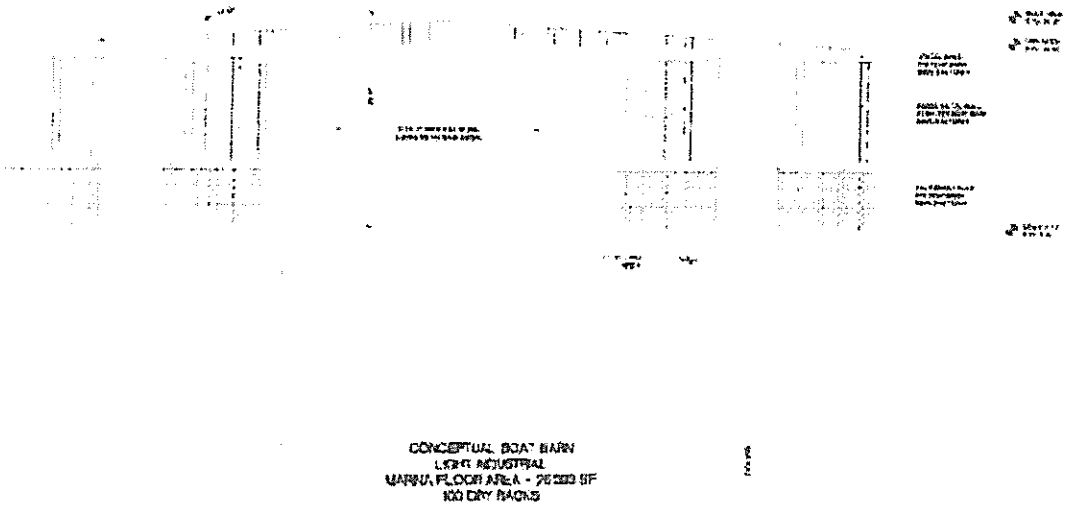
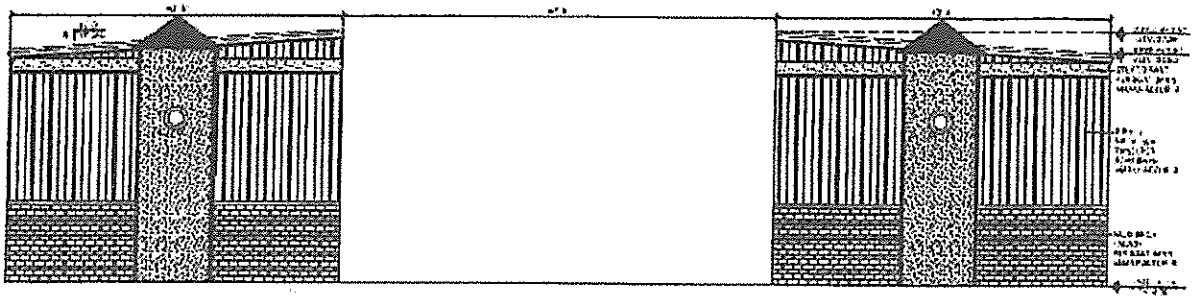
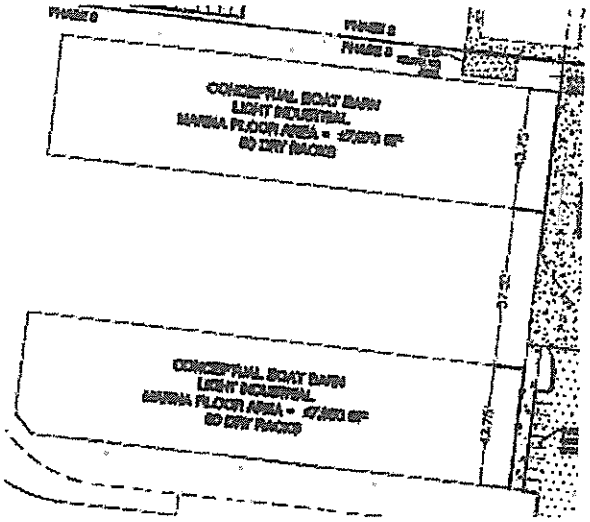


Figure 2, below, depicts an elevation and an aerial of the same structure "cut" in half, creating two three-sided unenclosed structures. Construction of these structures for boat storage use unrelated to retail sales does not require NROGO:

Figure 2:





The above Figures illustrate the absurdity of the current Code and the practical need for the Amendment. The Amendment will not change the function of the Code in any way but will allow developers and port operators to more easily and economically meet Florida Building Code requirements for boat rack structures, while decreasing the risk to boats stored inside as addressed herein.

Consistency with the Monroe County Year 2030 Comprehensive Plan, the Florida Statutes, and Principles for Guiding Development

A. **The Proposed Amendment implements and is consistent with the following Goals, Objectives and Policies of the Monroe County Year 2030 Comprehensive Plan. Specifically, the amendment furthers:**

Objective 101.4: Monroe County shall regulate nonresidential development to maintain a balance of land uses to serve the needs of the future population of Monroe County.

Policy 101.4.5 The NROGO allocation system shall not apply to the following nonresidential developments:

5. Industrial uses in the Maritime Industries (MI) and the Industrial (I) land use (zoning) districts.

12. Recreational and commercial working waterfront uses, as defined by §342.07, F.S., excluding transient uses. These exemptions shall not be available on lands designated as Tier I or, if clearing is proposed, designated as Tier III-A (SPA).

GOAL 217: The coastal area of Monroe County shall be managed to promote public access to the marine and coastal waters, to balance the protection of recreational and commercial working waterfront and commercial fishing uses and the preservation and protection of coastal and natural resources and the community character. [§163.3178(2)(g), F.S.]

Policy 217.1.1: The strategy to preserve and protect commercial fishing and recreational and commercial working waterfront uses shall include the following:

1. Exemptions from the requirements of the Permit Allocation System for new nonresidential development, pursuant to Policy 101.4.5;

GOAL 502: All existing and future residents and visitors of Monroe County shall be served with ports[1] in a manner that maximizes safety, convenience, economic benefit, environmental compatibility and consistency with other elements of the comprehensive plan.

Objective 502.1: Because of the Florida Keys' unique nature as an archipelago, Monroe County shall promote the preservation and enhancement of the existing ports and port related activities.

Policy 101.5.6: The principal purpose of the Mixed Use/Commercial (MC) future land use category is to provide for the establishment of mixed use commercial land use (zoning) districts where various types of commercial retail and office may be permitted at intensities which are consistent with the community character and the natural environment. Employee housing and commercial apartments are also permitted. In addition, Mixed Use/Commercial land use districts are to establish and conserve areas of mixed uses, which may include maritime industry, light industrial uses, commercial fishing, transient and permanent residential, institutional, public, and commercial retail uses.

This future land use category is also intended to allow for the establishment of mixed use development patterns, where appropriate. Various types of residential and nonresidential uses may be permitted; however, heavy industrial uses and similarly incompatible uses shall be prohibited. The County shall continue to take a proactive role in encouraging the preservation and enhancement of community character and recreational and commercial working waterfronts.

[1] "Port" is defined in the Comprehensive Plan as "a place alongside navigable water with facilities for the loading and unloading of vessels and cargo." Private marinas meet this definition.

Policy 101.5.22: The principal purpose of the Community Center (CC) overlay is to identify a defined geographic developmental focus area according to each of the adopted Livable CommuniKeys Community Master Plans. The intent of this overlay is to implement the action items identified in the Livable CommuniKeys Community Master Plans, pursuant to Policy 101.19.2. Within three years of the adoption of the 2030 Comprehensive Plan, Monroe County shall adopt the Community Center overlays as identified by the Livable CommuniKeys Community Master Plans included in Policy 101.19.2 on the Future Land Use Map. Maximum permitted densities and intensities shall be in accordance with the underlying land use categories.

GOAL 601: Monroe County shall adopt programs and policies to facilitate access by residents to adequate and affordable housing that is safe, decent, and structurally sound, and that meets the needs of the population based on type, tenure characteristics, unit size and individual preferences.

B. The Proposed Amendment implements and is consistent with the following Goals, Strategies and Action Items of the Livable CommuniKeys Program for Stock Island and Key Haven. Specifically, the amendment furthers:

Action Item 1.1.2: Amend the parking requirements in the overlay district by offering a parking credit for on-street parking spaces located directly in front of the development being served.

Action Item 1.1.3: Amend the floor area ratios in the overlay district for commercial retail and industrial uses.

Action Item 1.1.5: Create an overlay district to resolve issues with non-conforming structures and uses in the MU and MI land use districts.

Action Item 1.2.2: Allow the existing nonconforming commercial uses in the "downtown" overlay district to maintain their current density if workforce/affordable housing is provided above the commercial use. The workforce housing shall be calculated based on zero density.

Strategy 1.2 Create a "downtown" district.

Action Item 1.2.1: Identify Safe Harbor as a focal point of the "downtown" district. As part of this designation, analyze the appropriate boundaries for the "downtown" district and propose revisions to the Land Development Regulations.

Action Item 1.2.2: Allow the existing nonconforming commercial uses in the "downtown" overlay district to maintain their current density if workforce/affordable housing is provided above the commercial use. The workforce housing shall be calculated based on zero density

Goal One: Provide space for a working waterfront and its supporting industries.

Goal Two: Preserve commercial fishing.

Goal Three: Enhance the area's identity as a water-oriented, commercial fishing community.

Goal Four: Revitalize the port area while improving its physical setting and appearance.

Goal Five: Promote opportunities for the diversification of the local water-dependent economy.

Goal Six: Provide and improve waterfront access.

Goal Seven: Create an efficient, visually attractive network of intra-island corridors.

C. The Proposed Amendment is consistent with Florida Statutes

There are no provisions of the Florida Statutes inconsistent with the proposed Amendment.

D. The amendment is consistent with the Principles for Guiding Development for the Florida Keys Area, Section 380.0552(7), Florida Statutes. The Proposed Amendment specifically furthers the following Principles (Bolded):

For the purposes of reviewing the consistency of the adopted plan, or any amendments to that plan, with the principles for guiding development, and any amendments to the principles, the principles shall be construed as a whole and specific provisions may not be construed or applied in isolation from the other provisions.

(a) Strengthening local government capabilities for managing land use and development so that local government is able to achieve these objectives without continuing the area of critical state concern designation.

(b) Protecting shoreline and marine resources, including mangroves, coral reef formations, seagrass beds, wetlands, fish and wildlife, and their habitat.

(c) Protecting upland resources, tropical biological communities, freshwater wetlands, native tropical vegetation (for example, hardwood hammocks and pinelands), dune ridges and beaches, wildlife, and their habitat.

(d) Ensuring the maximum well-being of the Florida Keys and its citizens through sound economic development.

(e) Limiting the adverse impacts of development on the quality of water throughout the Florida Keys.

(f) Enhancing natural scenic resources, promoting the aesthetic benefits of the natural environment, and ensuring that development is compatible with the unique historic character of the Florida Keys.

(g) Protecting the historical heritage of the Florida Keys.

(h) Protecting the value, efficiency, cost-effectiveness, and amortized life of existing and proposed major public investments, including:

1. The Florida Keys Aqueduct and water supply facilities;
2. Sewage collection, treatment, and disposal facilities;
3. Solid waste treatment, collection, and disposal facilities;
4. Key West Naval Air Station and other military facilities;
5. Transportation facilities;
6. Federal parks, wildlife refuges, and marine sanctuaries;
7. State parks, recreation facilities, aquatic preserves, and other publicly owned properties;
8. City electric service and the Florida Keys Electric Co-op; and
9. Other utilities, as appropriate.

(i) Protecting and improving water quality by providing for the construction, operation, maintenance, and replacement of stormwater management facilities; central sewage collection; treatment and disposal facilities; and the installation and proper operation and maintenance of onsite sewage treatment and disposal systems.

(j) Ensuring the improvement of nearshore water quality by requiring the construction and operation of wastewater management facilities that meet the requirements of ss. 381.0065(4)(l) and 403.086(10), as applicable, and by directing growth to areas served by central wastewater treatment facilities through permit allocation systems.

(k) Limiting the adverse impacts of public investments on the environmental resources of the Florida Keys.

(l) Making available adequate affordable housing for all sectors of the population of the Florida Keys.

(m) Providing adequate alternatives for the protection of public safety and welfare in the event of a natural or manmade disaster and for a post disaster reconstruction plan.

(n) Protecting the public health, safety, and welfare of the citizens of the Florida Keys and maintaining the Florida Keys as a unique Florida resource.

Pursuant to Section 380.0552(7) Florida Statutes, the proposed amendment is consistent with the Principles for Guiding Development as a whole and is not inconsistent with any Principle.

Changed Projections, Assumptions and New Issues

The Board of County Commissioners may consider an amendment if the change is based on one or more factors, including changed projections (e.g. regarding public service needs) from those on which the text was based, changed assumptions (e.g. regarding demographic trends), data errors, new issues, or recognition of a need for additional detail or comprehensiveness.

The proposed Amendment is based on a need for additional detail or comprehensiveness, and the SHCC Overlay District provides a framework consistent with the Comprehensive Plan and as set forth in the Livable CommuniKeys Program for Stock Island and Key Haven.

Safe Harbor and Stock Island Marina Village

The construction of The Perry Hotel and Stock Island Marina Village have brought more tourists, visitors, and jobs to the area comprising the SHCC Overlay District. "A developing market has emerged due to Stock Island's ability to provide world-class dockage amenities. Stock Island's many attractive features include great restaurants, entertainment, art, and architecture, as well as beautiful golf courses, and the best year-round fishing in the U.S. There are many marinas surrounding Key West, but Stock Island Marina Village leads the industry in technology, infrastructure, and hospitality. The marina has more deepwater capacity than any other marina in the Keys, and is safely nestled within a safe harbor, providing shelter from excessive wind and seas, but maintains easy access to the open Atlantic. ... The marina — part of Stock Island's Historic Seaport — opened its doors in the 1940s but has undergone complete redevelopment over the past four years, including the newly installed Bellingham concrete floating docks, new fuel system with 60,000 gallon capacity, 100-Room boutique style hotel, three on-site restaurants, and even more to come!" (https://southernboating.com/destinations/us-atlantic/stock-island-marina-village-key-west-florida/).

Ports such as the Safe Harbor Marina and Stock Island Marina Village are highly desirable destinations for boaters and fishermen from all over the world and are prime launching areas for sea travel from Florida to Cuba. "A ferry terminal for U.S.-Cuba travel, which has been a talking point for locals..., would require a marina such as Safe Harbor on Front Street or the Stock Island Marina Village on Shrimp Road, to be outfitted as an international port of entry." *In the Shadow of Key West, Change Ahead for a Neighboring Island* (Miami Herald, August 16, 2015).

Bernstein Park

The area comprising the SHCC Overlay District is undergoing a massive amount of change, and the SHCC Overlay District is necessary to keep up with and address the changing landscape of the area. Monroe County is close to completion of the reconstruction of neighboring Bernstein Park,

at a cost of approximately $8 million, adding 2 soccer fields, a basketball court, exercise trail, a playground, and updated field lights. *This Keys Island Is Changing Right Before Our Eyes* (Miami Herald, November 27, 2016).

Boat Barn

The current Code disparately treats enclosed, four-sided boat storage racks and unenclosed, three-or-fewer sided boat storage racks with no meaningful distinction. The operational, concurrency, and environmental impacts are identical for enclosed boat racks as for three-sided, unenclosed boat racks. The text of the Amendment is consistent with the Code which encourages more sound, attractive, and practical development of boat storage racks.

The proposed Amendment is based on changed projections as to the needs of the public. As Monroe County braces itself to deal with the increasingly-evident impacts of climate change, an approach which considers and encourages best practices for storm readiness and hardening is necessary.

According to the U.S. National Climate Assessment Report, "Climate Change Impacts" (the "**NCA Report**"), produced by an advisory committee chartered under the Federal Advisory Committee Act, for the Subcommittee on Global Change Research and at the request of the U.S. Government, "[t]here has been a substantial increase in most measures of Atlantic hurricane activity since the early 1980s...[citations omitted] These include measures of intensity, frequency, and duration as well as the number of strongest (category 4 and 5) storms." *See* NCA Report, P. 41. A copy of the NCA Report is attached hereto and incorporated herein as **Exhibit "B"**.

By providing for the SHCC Overlay District to accommodate enclosed boat rack structures, the Code will encourage storm-hardened and practical development of boat storage facilities. The recent wind-damage and water-damage impacts of Hurricane Irma and the projected increased intensity of Atlantic hurricanes mitigate for policies which encourage the protection of personal property (including boats) during storm events, and for investment by developers and port operators in infrastructure which provide peace of mind to visitors and tourists who may otherwise be wary to store boats in the Florida Keys for seasonal use as a result of hurricane impacts.

Furthermore, despite the best efforts of law enforcement, marine-related theft is on the rise in the Florida Keys. Pursuant to the June 21, 2017 Keynoter Article, "Marine Related Thefts on Rise Throughout the Florida Keys" (the "**Marine Theft Article**"), the theft of at least three (3) outboard engines, one (1) outboard lower unit, and three separate incidents of fishing gear theft from boats occurred over a ten-day span in June, 2017. A copy of the Marine Theft Article is attached hereto and incorporated herein as **Exhibit "C"**. One need only pick up a local newspaper any given week to find reports of the increased prevalence of marine-related theft.

The permissible development of enclosed boat racks allows developers and port operators to provide an additional option for boat storage which provides increased security to both tourist and resident boat users. It is axiomatic that an enclosed, locked boat storage structure reduces the risk of marine-related (engine and engine parts, fishing equipment, electronic equipment) theft as

compared to structures where boats are visible to the naked eye. While the Marine Theft Article provides simply that "[m]ost boat, motor, and fishing and diving equipment thefts can be easily prevented with minimum effort. At the end of the day, remove your gear from the boat and lock it up[,]" motors cannot be readily removed from boats and boats themselves are vulnerable to theft when stored anywhere other than enclosed storage under lock and key. The Amendment will encourage theft-deterrence in the marine sphere and allow port operators to more economically provide in-demand storage, explicitly furthering Goal 502 of the Comprehensive Plan that "[a]ll existing and future residents and visitors of Monroe County shall be served with ports in a manner that *maximizes safety, convenience, economic benefit*, environmental compatibility and consistency with other elements of the comprehensive plan." (*emphasis* added).

No Adverse Community Change

There will be no adverse change to unincorporated Monroe County at large if the Amendment is approved. As discussed herein, there are no increased concurrency, environmental, or practical impacts associated with implementation of the SHCC Overlay District. All such development will be required to comply with level of service, concurrency, and performance standards as set forth in the Code. Moreover, it allows for infill at or near the primary employment center of Key West and Stock Island while keeping density outside the more rural lower Florida Keys.

Conclusion

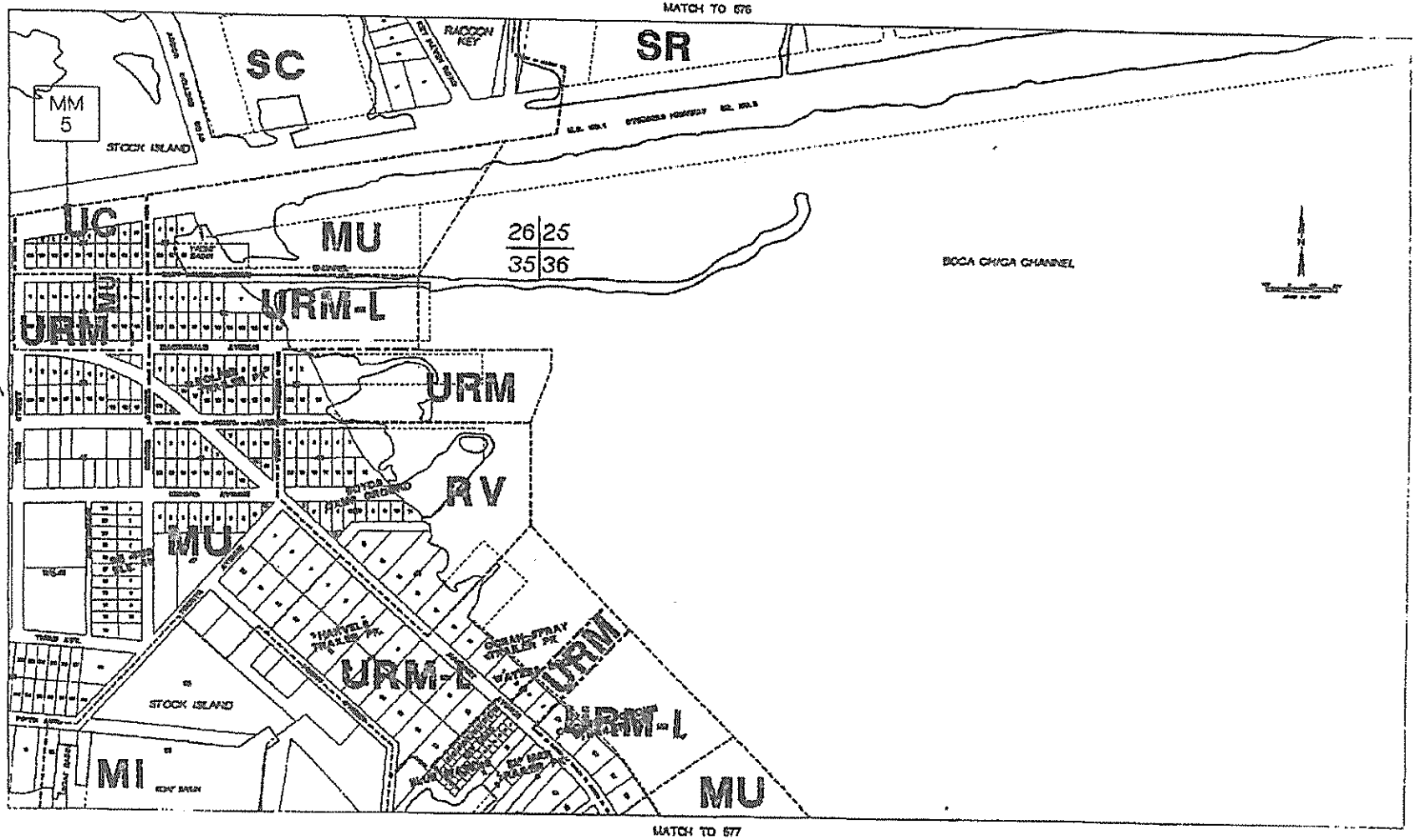
Based on the foregoing, Applicant requests consideration and adoption of the Amendment. Thank you for your consideration and assistance, and please feel free to contact me with any questions.

Sincerely,

Barton W. Smith, Esq.

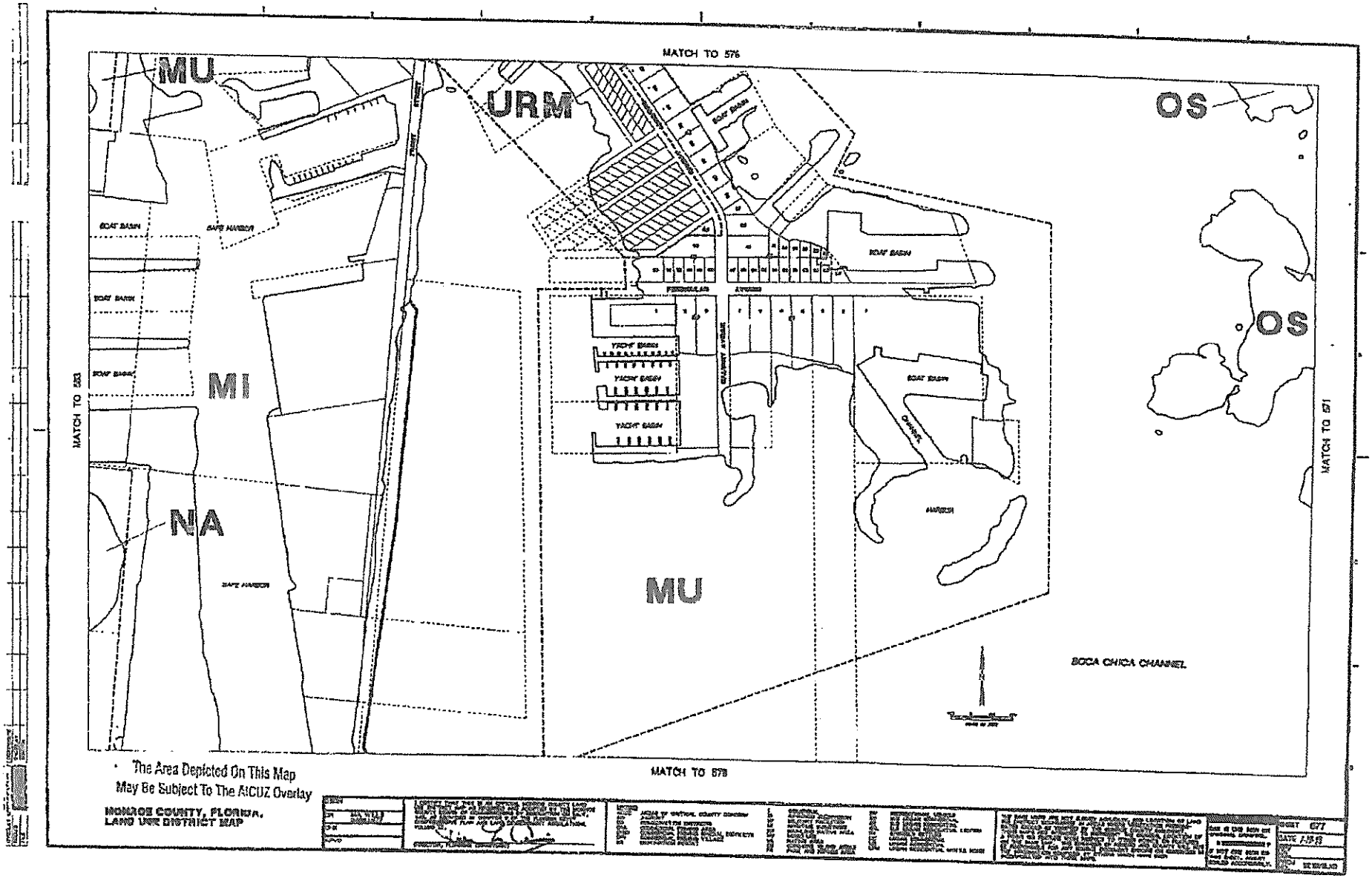
Exhibit "A"

Monroe County Land Use Map Dated January 19, 1988



MONROE COUNTY, FLORIDA,
LAND USE DISTRICT MAP

SHEET 576
DATE 1/1/91


MATCH TO 576
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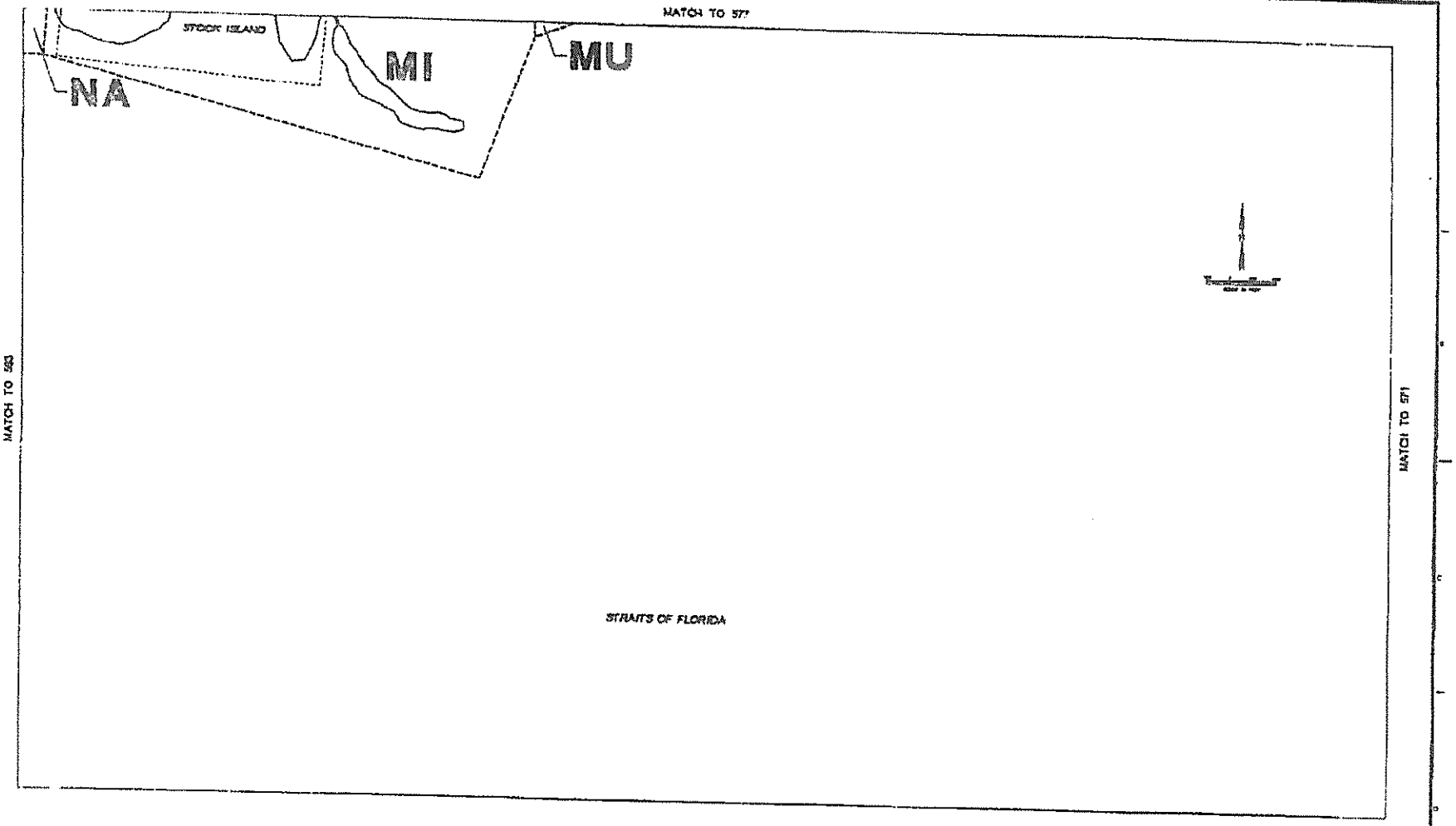
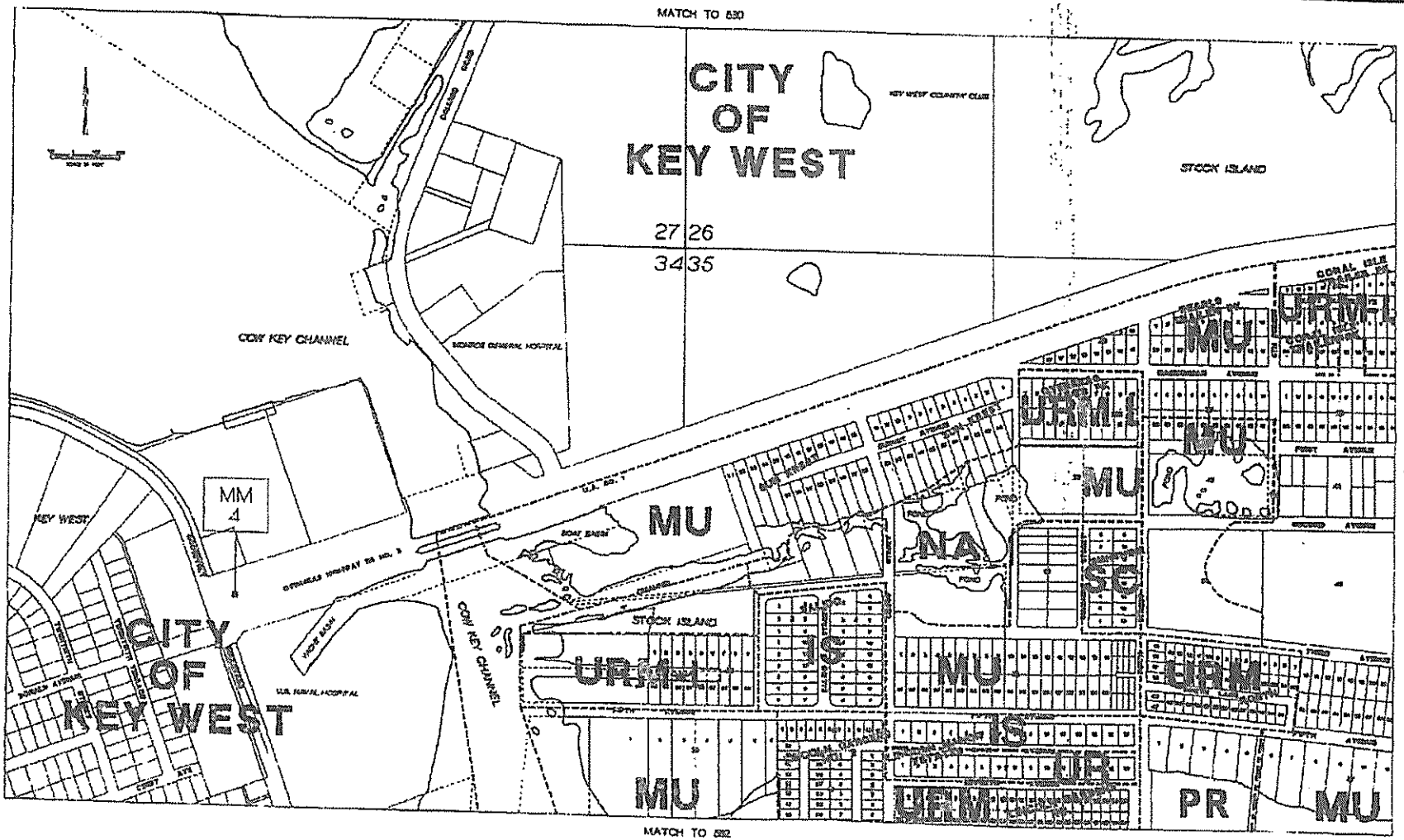
BOAT BASIN
SAFE HARBOR
YACHT BASIN
CHANNEL
HARBOR
BOCA CHICA CHANNEL
The Area Depicted On This Map
May Be Subject To The AICUZ Overlay
MONROE COUNTY, FLORIDA,
LAND USE DISTRICT MAP
SHEET 677

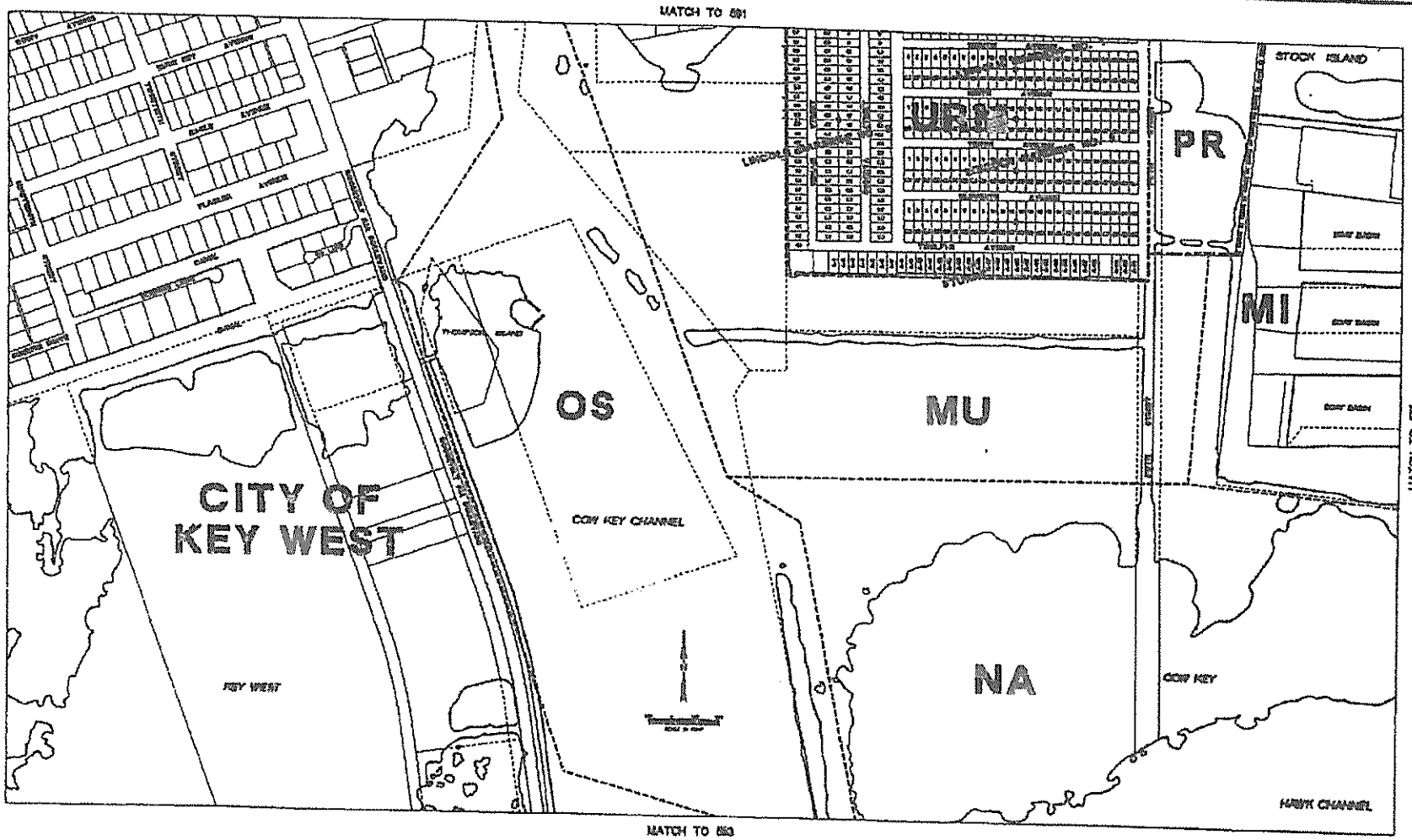


MONROE COUNTY, FLORIDA,
LAND USE DISTRICT MAP

SHEET 578
DATE 1/88



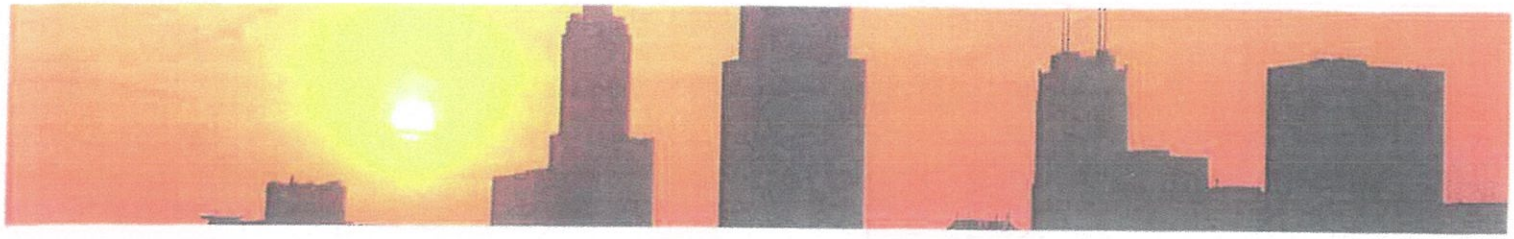
MONROE COUNTY, FLORIDA.
LAND USE DISTRICT MAP



MONROE COUNTY, FLORIDA.
LAND USE DISTRICT MAP

Exhibit "B"

NCA Report



CHAPTER 2
OUR CHANGING CLIMATE

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On the Web: http://nca2014.globalchange.gov/report/our-changing-climate/introduction

First published May 2014. PDF revised October 2014. See errata (available at http://nca2014.globalchange.gov/downloads) for details.

INFORMATION DRAWN FROM THIS CHAPTER IS INCLUDED IN THE HIGHLIGHTS REPORT AND IS IDENTIFIED BY THIS ICON

2 OUR CHANGING CLIMATE

Key Messages

1. Global climate is changing and this change is apparent across a wide range of observations. The global warming of the past 50 years is primarily due to human activities.

2. Global climate is projected to continue to change over this century and beyond. The magnitude of climate change beyond the next few decades depends primarily on the amount of heat-trapping gases emitted globally, and how sensitive the Earth's climate is to those emissions.

3. U.S. average temperature has increased by 1.3°F to 1.9°F since record keeping began in 1895; most of this increase has occurred since about 1970. The most recent decade was the nation's warmest on record. Temperatures in the United States are expected to continue to rise. Because human-induced warming is superimposed on a naturally varying climate, the temperature rise has not been, and will not be, uniform or smooth across the country or over time.

4. The length of the frost-free season (and the corresponding growing season) has been increasing nationally since the 1980s, with the largest increases occurring in the western United States, affecting ecosystems and agriculture. Across the United States, the growing season is projected to continue to lengthen.

5. Average U.S. precipitation has increased since 1900, but some areas have had increases greater than the national average, and some areas have had decreases. More winter and spring precipitation is projected for the northern United States, and less for the Southwest, over this century.

6. Heavy downpours are increasing nationally, especially over the last three to five decades. Largest increases are in the Midwest and Northeast. Increases in the frequency and intensity of extreme precipitation events are projected for all U.S. regions.

7. There have been changes in some types of extreme weather events over the last several decades. Heat waves have become more frequent and intense, especially in the West. Cold waves have become less frequent and intense across the nation. There have been regional trends in floods and droughts. Droughts in the Southwest and heat waves everywhere are projected to become more intense, and cold waves less intense everywhere.

8. The intensity, frequency, and duration of North Atlantic hurricanes, as well as the frequency of the strongest (Category 4 and 5) hurricanes, have all increased since the early 1980s. The relative contributions of human and natural causes to these increases are still uncertain. Hurricane-associated storm intensity and rainfall rates are projected to increase as the climate continues to warm.

9. Winter storms have increased in frequency and intensity since the 1950s, and their tracks have shifted northward over the United States. Other trends in severe storms, including the intensity and frequency of tornadoes, hail, and damaging thunderstorm winds, are uncertain and are being studied intensively.

Continued

Key Messages (Continued)

10. Global sea level has risen by about 8 inches since reliable record keeping began in 1880. It is projected to rise another 1 to 4 feet by 2100.

11. Rising temperatures are reducing ice volume and surface extent on land, lakes, and sea. This loss of ice is expected to continue. The Arctic Ocean is expected to become essentially ice free in summer before mid-century.

12. The oceans are currently absorbing about a quarter of the carbon dioxide emitted to the atmosphere annually and are becoming more acidic as a result, leading to concerns about intensifying impacts on marine ecosystems.

This chapter summarizes how climate is changing, why it is changing, and what is projected for the future. While the focus is on changes in the United States, the need to provide context sometimes requires a broader geographical perspective. Additional geographic detail is presented in the regional chapters of this report. Further details on the topics covered by this chapter are provided in the Climate Science Supplement and Frequently Asked Questions Appendices.

Since the second National Climate Assessment was published in 2009,[1] the climate has continued to change, with resulting effects on the United States. The trends described in the 2009 report have continued, and our understanding of the data and ability to model the many facets of the climate system have increased substantially. Several noteworthy advances are mentioned in the box below.

The 12 key messages presented above are repeated below, together with supporting evidence for those messages. The discussion of each key message begins with a summary of recent variations or trends, followed by projections of the corresponding changes for the future.

What's New?

- Continued warming and an increased understanding of the U.S. temperature record, as well as multiple other sources of evidence, have strengthened our confidence in the conclusions that the warming trend is clear and primarily the result of human activities. For the contiguous United States, the last decade was the warmest on record, and 2012 was the warmest year on record.
- Heavy precipitation and extreme heat events are increasing in a manner consistent with model projections; the risks of such extreme events will rise in the future.
- The sharp decline in summer Arctic sea ice has continued, is unprecedented, and is consistent with human-induced climate change. A new record for minimum area of Arctic sea ice was set in 2012.
- A longer and better-quality history of sea level rise has increased confidence that recent trends are unusual and human-induced. Limited knowledge of ice sheet dynamics leads to a broad range for projected sea level rise over this century.
- New approaches to building scenarios of the future have allowed for investigations of the implications of larger reductions in heat trapping gas emissions than examined previously.

REFERENCE PERIODS FOR GRAPHS

Many of the graphs in this report illustrate historical changes and future trends in climate compared to some reference period, with the choice of this period determined by the purpose of the graph and the availability of data. The great majority of graphs are based on one of two reference periods. The period 1901-1960 is used for graphs that illustrate past changes in climate conditions, whether in observations or in model simulations. The choice of 1960 as the ending date of this period was based on past changes in human influences on the climate system. Human-induced forcing exhibited a slow rise during the early part of the last century but then accelerated after 1960.[2] Thus, these graphs highlight observed changes in climate during the period of rapid increase in human-caused forcing and also reveal how well climate models simulate these observed changes. The beginning date of 1901 was chosen because earlier historical observations are less reliable and because many climate model simulations begin in 1900 or 1901. The other commonly used reference period is 1971-2000, which is consistent with the World Meteorological Organization's recommended use of 30-year periods for climate statistics. This is used for graphs that illustrate projected future changes simulated by climate models. The purpose of these graphs is to show projected changes compared to a period that people have recently experienced and can remember; thus, the most recent available 30-year period was chosen (the historical period simulated by the CMIP3 models ends in 1999 or 2000).

Key Message 1: Observed Climate Change

Global climate is changing and this change is apparent across a wide range of observations. The global warming of the past 50 years is primarily due to human activities.

Climate is defined as long-term averages and variations in weather measured over a period of several decades. The Earth's climate system includes the land surface, atmosphere, oceans, and ice. Many aspects of the global climate are changing rapidly, and the primary drivers of that change are human in origin. Evidence for changes in the climate system abounds, from the top of the atmosphere to the depths of the oceans (Figure 2.1).[3] Scientists and engineers from around the world have compiled this evidence using satellites, weather balloons, thermometers at surface stations, and many other types of observing systems that monitor the Earth's weather and climate. The sum total of this evidence tells an unambiguous story: the planet is warming.

Ten Indicators of a Warming World

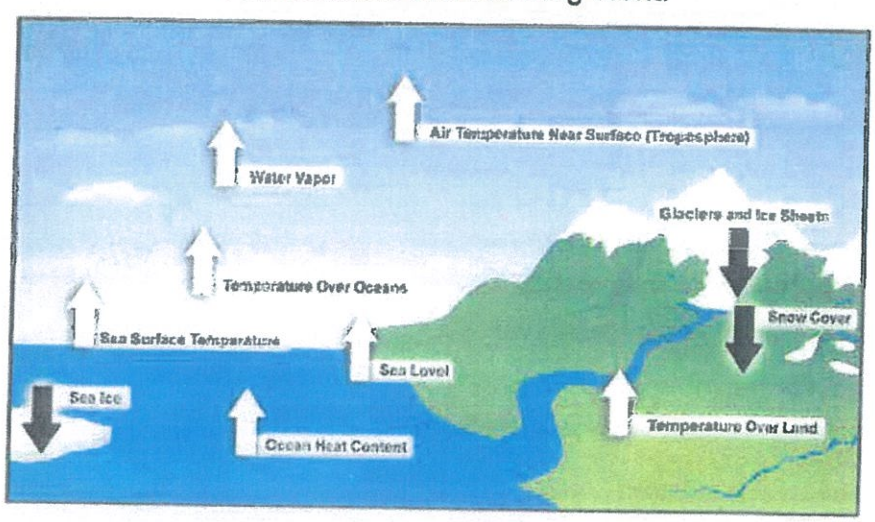


Figure 2.1. These are just some of the indicators measured globally over many decades that show that the Earth's climate is warming. White arrows indicate increasing trends, and black arrows indicate decreasing trends. All the indicators expected to increase in a warming world are, in fact, increasing, and all those expected to decrease in a warming world are decreasing. (Figure source: NOAA NCDC based on data updated from Kennedy et al. 2010[3]).

Temperatures at the surface, in the troposphere (the active weather layer extending up to about 5 to 10 miles above the ground), and in the oceans have all increased over recent decades (Figure 2.2). Consistent with our scientific understanding, the largest increases in temperature are occurring closer to the poles, especially in the Arctic. Snow and ice cover have decreased in most areas. Atmospheric water vapor is increasing in the lower atmosphere, because a warmer atmosphere can hold more water. Sea levels are also increasing (see Key Message 10). Changes in other climate-

relevant indicators such as growing season length have been observed in many areas. Worldwide, the observed changes in average conditions have been accompanied by increasing trends in extremes of heat and heavy precipitation events, and decreases in extreme cold.[4]

Natural drivers of climate cannot explain the recent observed warming. Over the last five decades, natural factors (solar forcing and volcanoes) alone would actually have led to a slight cooling (see Figure 2.3).[5]

The majority of the warming at the global scale over the past 50 years can only be explained by the effects of human influences,[5,6,7] especially the emissions from burning fossil fuels (coal, oil, and natural gas) and from deforestation. The emissions from human influences that are affecting climate include heat-trapping gases such as carbon dioxide (CO_2), methane, and nitrous oxide, and particles such as black carbon (soot), which has a warming influence, and sulfates, which have an overall cooling influence (see Appendix 3: Climate Science Supplement for further discussion).[8,9] In addition to human-induced global climate change, local climate can also be affected by other human factors (such as crop irrigation) and natural variability (for example, Ashley et al. 2012; DeAngelis et al. 2010; Degu et al. 2011; Lo and Famiglietti 2013[10]).

The conclusion that human influences are the primary driver of recent climate change is based on multiple lines of independent evidence. The first line of evidence is our fundamental understanding of how certain gases trap heat, how the climate system responds to increases in these gases, and how other human and natural factors influence climate. The second line of evidence is from reconstructions of past climates using evidence such as tree rings, ice cores, and corals. These show that global surface temperatures over the last several decades are clearly unusual, with the last decade (2000-2009) warmer than any time in at least the last 1300 years and perhaps much longer.[11]

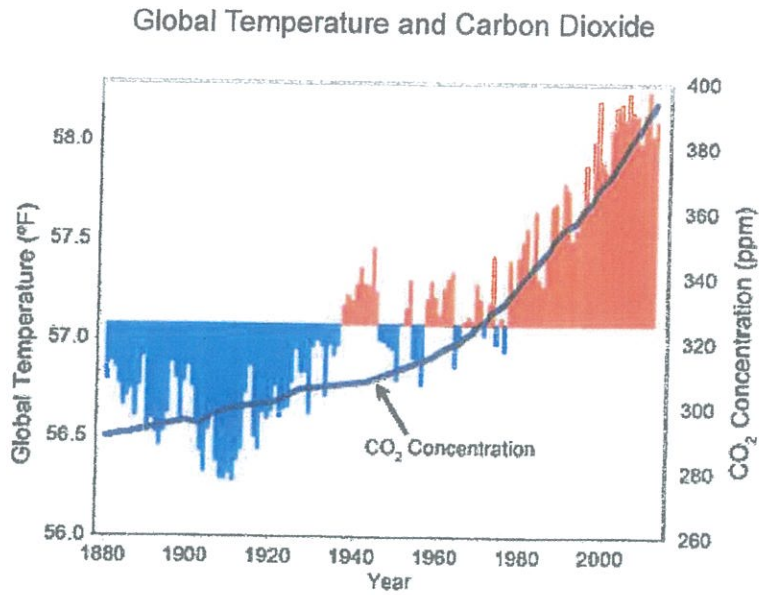


Figure 2.2. Global annual average temperature (as measured over both land and oceans) has increased by more than 1.5°F (0.8°C) since 1880 (through 2012). Red bars show temperatures above the long-term average, and blue bars indicate temperatures below the long-term average. The black line shows atmospheric carbon dioxide (CO_2) concentration in parts per million (ppm). While there is a clear long-term global warming trend, some years do not show a temperature increase relative to the previous year, and some years show greater changes than others. These year-to-year fluctuations in temperature are due to natural processes, such as the effects of El Niños, La Niñas, and volcanic eruptions. (Figure source: updated from Karl et al. 2009[1]).

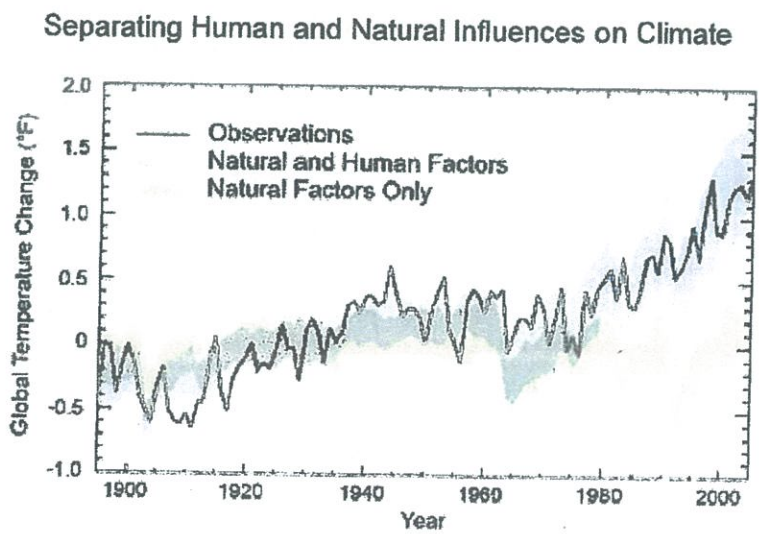


Figure 2.3. Observed global average changes (black line), model simulations using only changes in natural factors (solar and volcanic) in green, and model simulations with the addition of human-induced emissions (blue). Climate changes since 1950 cannot be explained by natural factors or variability, and can only be explained by human factors. (Figure source: adapted from Huber and Knutti[29]).

The third line of evidence comes from using climate models to simulate the climate of the past century, separating the human and natural factors that influence climate. When the human factors are removed, these models show that solar and volcanic activity would have tended to slightly cool the earth, and other natural variations are too small to explain the amount of warming. Only when the human influences are included do the models reproduce the warming observed over the past 50 years (see Figure 2.3).

Another line of evidence involves so-called "fingerprint" studies that are able to attribute observed climate changes to particular causes. For example, the fact that the stratosphere (the layer above the troposphere) is cooling while the Earth's surface and lower atmosphere is warming is a fingerprint that the warming is due to increases in heat-trapping gases. In contrast, if the observed warming had been due to increases in solar output, Earth's atmosphere would have warmed throughout its entire extent, including the stratosphere.[6]

In addition to such temperature analyses, scientific attribution of observed changes to human influence extends to many other aspects of climate, such as changing patterns in precipitation,[12,13] increasing humidity,[14,15] changes in pressure,[16] and increasing ocean heat content.[17] Further discussion of how we know the recent changes in climate are caused by human activity is provided in Appendix 3: Climate Science Supplement.

Natural variations in climate include the effects of cycles such as El Niño, La Niña and other ocean cycles; the 11-year sunspot cycle and other changes in energy from the sun; and the effects of volcanic eruptions. Globally, natural variations can be as large as human-induced climate change over timescales of up to a few decades. However, changes in climate at the global scale observed over the past 50 years are far larger than can be accounted for by natural variability. Changes in climate at the local to regional scale can be influenced by natural variability for multiple decades.[18] This can affect the interpretation of climate trends observed regionally across the U.S. (see Appendix 3: Climate Science Supplement).

Globally averaged surface air temperature has slowed its rate of increase since the late 1990s. This is not in conflict with our basic understanding of global warming and its primary cause. The decade of 2000 to 2009 was still the warmest decade on record. In addition, global surface air temperature does not always increase steadily. This time period is too short to signify a change in the warming trend, as climate trends are measured over periods of decades, not years.[19,20,21,22] Such decade-long slowdowns or even reversals in trend have occurred before in the global instrumental record (for example, 1900-1910 and 1940-1950; see Figure 2.2), including three decade-long periods since 1970, each followed by a sharp temperature rise.[23] Nonetheless, satellite and ocean observations indicate that the Earth-atmosphere climate system has continued to gain heat energy.[24]

There are a number of possible contributions to the lower rate of increase over the last 15 years. First, the solar output during the latest 11-year solar cycle has been lower over the past 15 years than the past 60 years. Second, a series of mildly explosive volcanoes, which increased stratospheric particles, likely had more of a cooling effect than previously recognized.[25] Third, the high incidence of La Niña events in the last 15 years has played a role in the observed trends.[20,26] Recent analyses[27] suggest that more of the increase in heat energy during this period has been transferred to the deep ocean than previously. While this might temporarily slow the rate of increase in surface air temperature, ultimately it will prolong the effects of global warming because the oceans hold heat for longer than the atmosphere does.

Climate models are not intended to match the real-world timing of natural climate variations – instead, models have their own internal timing for such variations. Most modeling studies do not yet account for the observed changes in solar and volcanic forcing mentioned in the previous paragraph. Therefore, it is not surprising that the timing of such a slowdown in the rate of increase in the models would be different than that observed, although it is important to note that such periods *have* been simulated by climate models, with the deep oceans absorbing the extra heat during those decades.[28]

©U.S. Geological Survey Department of the Interior

Oil used for transportation and coal used for electricity generation are the largest contributors to the rise in carbon dioxide that is the primary driver of observed changes in climate over recent decades.

MODELS USED IN THE ASSESSMENT

This report uses various projections from models of the physical processes affecting the Earth's climate system, which are discussed further in Appendix 3: Climate Science Supplement. Three distinct sets of model simulations for past and projected changes in climate are used:

- Coupled Model Intercomparison Project, 3rd phase (CMIP3): global model analyses done for the Fourth Intergovernmental Panel on Climate Change (IPCC) assessment. Spatial resolutions typically vary from 125 to 187 miles (at mid-latitudes); approximately 25 representations of different models (not all are used in all studies). CMIP3 findings are the foundation for most of the impact analyses included in this assessment.
- Coupled Model Intercomparison Project, 5th phase (CMIP5): newer global model analyses done for the Fifth IPCC assessment generally based on improved formulations of the CMIP3 models. Spatial resolutions typically vary from 62 to 125 miles; about 30 representations of different models (not all are used in all studies); this new information was not available in time to serve as the foundation for the impacts analyses in this assessment, and information from CMIP5 is primarily provided for comparison purposes.
- North American Regional Climate Change Assessment Program (NARCCAP): six regional climate model analyses (and limited time-slice analyses from two global models) for the continental U.S. run at about 30-mile horizontal resolution. The analyses were done for past (1971-2000) and projected (2041-2070) time periods. Coarser resolution results from four of the CMIP3 models were used as the boundary conditions for the NARCCAP regional climate model studies, with each of the regional models doing analyses with boundary conditions from two of the CMIP3 models.

The scenarios for future human-related emissions of the relevant gases and particles used in these models are further discussed in Appendix 3: Climate Science Supplement. The emissions in these scenarios depend on various assumptions about changes in global population, economic and technological development, and choices in transportation and energy use.

Key Message 2: Future Climate Change

Global climate is projected to continue to change over this century and beyond. The magnitude of climate change beyond the next few decades depends primarily on the amount of heat-trapping gases emitted globally, and how sensitive the Earth's climate is to those emissions

A certain amount of continued warming of the planet is projected to occur as a result of human-induced emissions to date; another 0.5°F increase would be expected over the next few decades even if all emissions from human activities suddenly stopped,[30] although natural variability could still play an important role over this time period.[31] However, choices made now and in the next few decades will determine the amount of additional future warming. Beyond mid-century, lower levels of heat-trapping gases in scenarios with reduced emissions will lead to noticeably less future warming. Higher emissions levels will result in more warming, and thus more severe impacts on human society and the natural world.

Confidence in projections of future climate change has increased. The wider range of potential changes in global average temperature in the latest generation of climate model simulations[32] used in the Intergovernmental Panel on Climate Change's (IPCC) current assessment – versus those in the previous assessment[8] – is simply a result of considering more options for future human behavior. For example, one of the scenarios included in the IPCC's latest assessment assumes aggressive emissions reductions designed to limit the global temperature increase to 3.6°F (2°C) above pre-industrial levels.[33] This path would require rapid emissions reductions (more than 70% reduction in human-related emissions by 2050, and net negative emissions by 2100 – see the Appendix 3: Climate Science, Supplemental Message 5) sufficient to achieve heat-trapping gas concentrations well below those of any of the scenarios considered by the IPCC in its 2007 assessment. Such scenarios enable the investigation of climate impacts that would be avoided by deliberate, substantial reductions in heat-trapping gas emissions.

Projections of future changes in precipitation show small increases in the global average but substantial shifts in where and how precipitation falls. Generally, areas closest to the poles are projected to receive more precipitation, while the dry subtropics (the region just outside the tropics, between 23° and 35° on either side of the equator) expand toward the poles and receive less rain. Increases in tropical precipitation are projected during rainy seasons (such as monsoons), especially over the tropical Pacific. Certain regions, including the western U.S. (especially the Southwest[1]) and the Mediterranean, are presently dry and are expected to become drier. The widespread trend of increasing heavy downpours is expected to continue, with precipitation becoming less frequent but more intense.[34] The patterns of the projected changes of precipitation do not contain the spatial details that characterize observed precipitation, especially in mountainous terrain, because the projections are averages from multiple models and because the effective resolution of global climate models is roughly 100-200 miles.

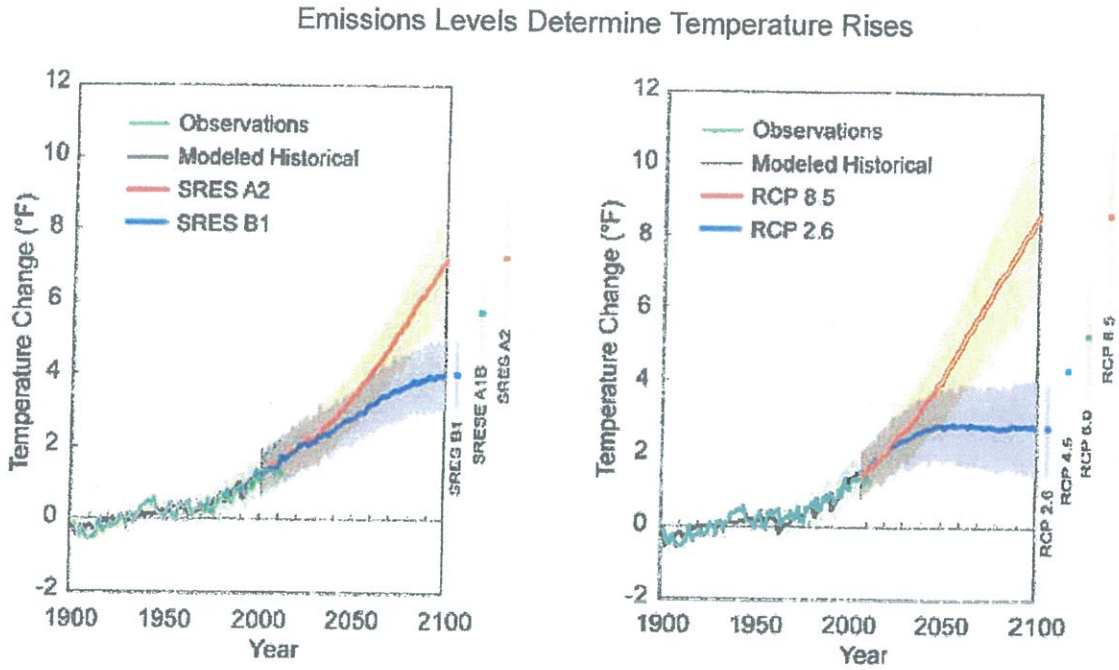


Figure 2.4. Different amounts of heat-trapping gases released into the atmosphere by human activities produce different projected increases in Earth's temperature. In the figure, each line represents a central estimate of global average temperature rise (relative to the 1901-1960 average) for a specific emissions pathway. Shading indicates the range (5th to 95th percentile) of results from a suite of climate models. Projections in 2099 for additional emissions pathways are indicated by the bars to the right of each panel. In all cases, temperatures are expected to rise, although the difference between lower and higher emissions pathways is substantial. **(Left)** The panel shows the two main scenarios (SRES – Special Report on Emissions Scenarios) used in this report: A2 assumes continued increases in emissions throughout this century, and B1 assumes much slower increases in emissions beginning now and significant emissions reductions beginning around 2050, though not due explicitly to climate change policies. **(Right)** The panel shows newer analyses, which are results from the most recent generation of climate models (CMIP5) using the most recent emissions pathways (RCPs – Representative Concentration Pathways). Some of these new projections explicitly consider climate policies that would result in emissions reductions, which the SRES set did not.[35] The newest set includes both lower and higher pathways than did the previous set. The lowest emissions pathway shown here, RCP 2.6, assumes immediate and rapid reductions in emissions and would result in about 2.5°F of warming in this century. The highest pathway, RCP 8.5, roughly similar to a continuation of the current path of global emissions increases, is projected to lead to more than 8°F warming by 2100, with a high-end possibility of more than 11°F. (Data from CMIP3, CMIP5, and NOAA NCDC).

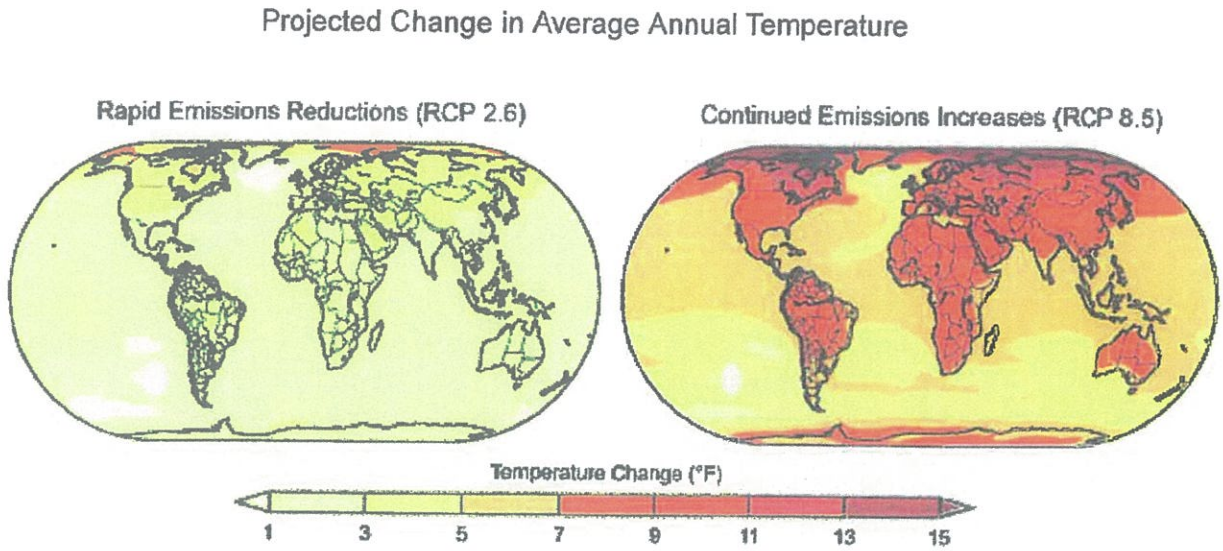


Figure 2.5. Projected change in average annual temperature over the period 2071-2099 (compared to the period 1970-1999) under a low scenario that assumes rapid reductions in emissions and concentrations of heat-trapping gases (RCP 2.6), and a higher scenario that assumes continued increases in emissions (RCP 8.5). (Figure source: NOAA NCDC / CICS-NC).

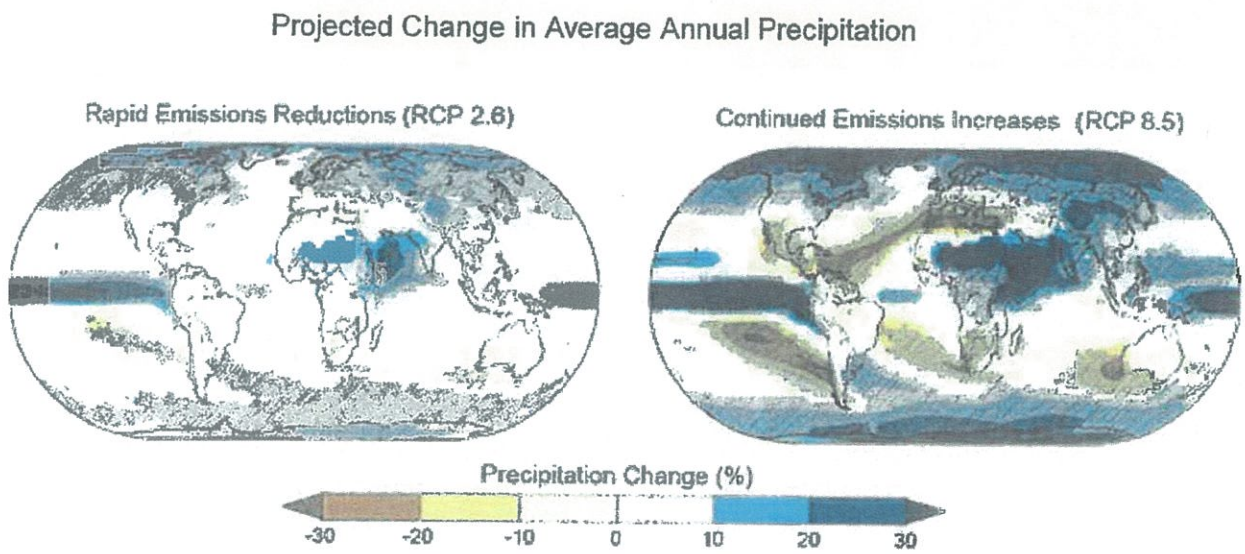


Figure 2.6. Projected change in average annual precipitation over the period 2071-2099 (compared to the period 1970-1999) under a low scenario that assumes rapid reductions in emissions and concentrations of heat-trapping gasses (RCP 2.6), and a higher scenario that assumes continued increases in emissions (RCP 8.5). Hatched areas indicate confidence that the projected changes are significant and consistent among models. White areas indicate that the changes are not projected to be larger than could be expected from natural variability. In general, northern parts of the U.S. (especially the Northeast and Alaska) are projected to receive more precipitation, while southern parts (especially the Southwest) are projected to receive less. (Figure source: NOAA NCDC / CICS-NC).

CLIMATE SENSITIVITY

"Climate sensitivity" is an important concept because it helps us estimate how much warming might be expected for a given increase in the amount of heat-trapping gases. It is defined as the amount of warming expected if carbon dioxide (CO_2) concentrations doubled from pre-industrial levels and then remained constant until Earth's temperature reached a new equilibrium over timescales of centuries to millennia. Climate sensitivity accounts for feedbacks in the climate system that can either dampen or amplify warming. The feedbacks primarily determining that response are related to water vapor, ice and snow reflectivity, and clouds.[8] Cloud feedbacks have the largest uncertainty. The net effect of these feedbacks is expected to amplify warming.[8]

Climate sensitivity has long been estimated to be in the range of 2.7°F to 8.1°F. As discussed in Appendix 3: Climate Science Supplement, recent evidence lends further confidence in this range.

One important determinant of how much climate will change is the effect of so-called "feedbacks" in the climate system, which can either dampen or amplify the initial effect of human influences on temperature. One important climate feedback is the loss of summer Arctic sea ice, allowing absorption of substantially more of the sun's heat in the Arctic, increasing warming, and possibly causing changes in weather patterns over the United States.

The observed drastic reduction in sea ice can also lead to a "tipping point" – a point beyond which an abrupt or irreversible transition to a different climatic state occurs. In this case, the dramatic loss of sea ice could tip the Arctic Ocean into a permanent, nearly ice-free state in summer, with repercussions that may extend far beyond the Arctic. Such potential "tipping points" have been identified in various components of the Earth's climate system and could have important effects on future climate. The extent and magnitude of these potential effects are still unknown. These are discussed further in the Appendix 4: Frequently Asked Questions, under Question T.

Key Message 3: Recent U.S. Temperature Trends

U.S. average temperature has increased by 1.3°F to 1.9°F since record keeping began in 1895; most of this increase has occurred since about 1970. The most recent decade was the nation's warmest on record. Temperatures in the United States are expected to continue to rise. Because human-induced warming is superimposed on a naturally varying climate, the temperature rise has not been, and will not be, uniform or smooth across the country or over time.

There have been substantial advances in our understanding of the U.S. temperature record since the 2009 assessment (see Appendix 3: Climate Science, Supplemental Message 7 for more information). These advances confirm that the U.S. annually averaged temperature has increased by 1.3°F to 1.9°F since 1895.[1,36,37,38] However, this increase was not constant over time. In particular, temperatures generally rose until about 1940, declined slightly until about 1970, then increased rapidly thereafter. The year 2012 was the warmest on record for the contiguous United States. Over shorter time scales (one to two decades), natural variability can reduce the rate of warming or even create a temporary cooling (see Appendix 3: Climate Science, Supplemental Message 3). The cooling in mid-century that was especially prevalent over the eastern half of the U.S. may have stemmed partly from such natural variations and partly from human influences, in particular the cooling effects of sulfate particles from coal-burning power plants,[39] before these sulfur emissions were regulated to address health and acid rain concerns.

QUANTIFYING U.S. TEMPERATURE RISE

Quantifying long-term increases of temperature in the U.S. in a single number is challenging because the increase has not been constant over time. The increase can be quantified in a number of ways, but all of them show significant warming over the U.S. since the instrumental record began in 1895. For example, fitting a linear trend over the period 1895 to 2012 yields an increase in the range of 1.3 to 1.9°F. Another approach, comparing the average temperature during the first decade of record with the average during the last decade of record, yields a 1.9°F increase. A third approach, calculating the difference between the 1901-1960 average and the past decade average yields a change of 1.5°F. Thus, the temperature increase cited in this assessment is described as 1.3°F to 1.9°F since 1895. Notably, however, the rate of rise in temperature over the past 4 to 5 decades has been greater than the rate over earlier decades.

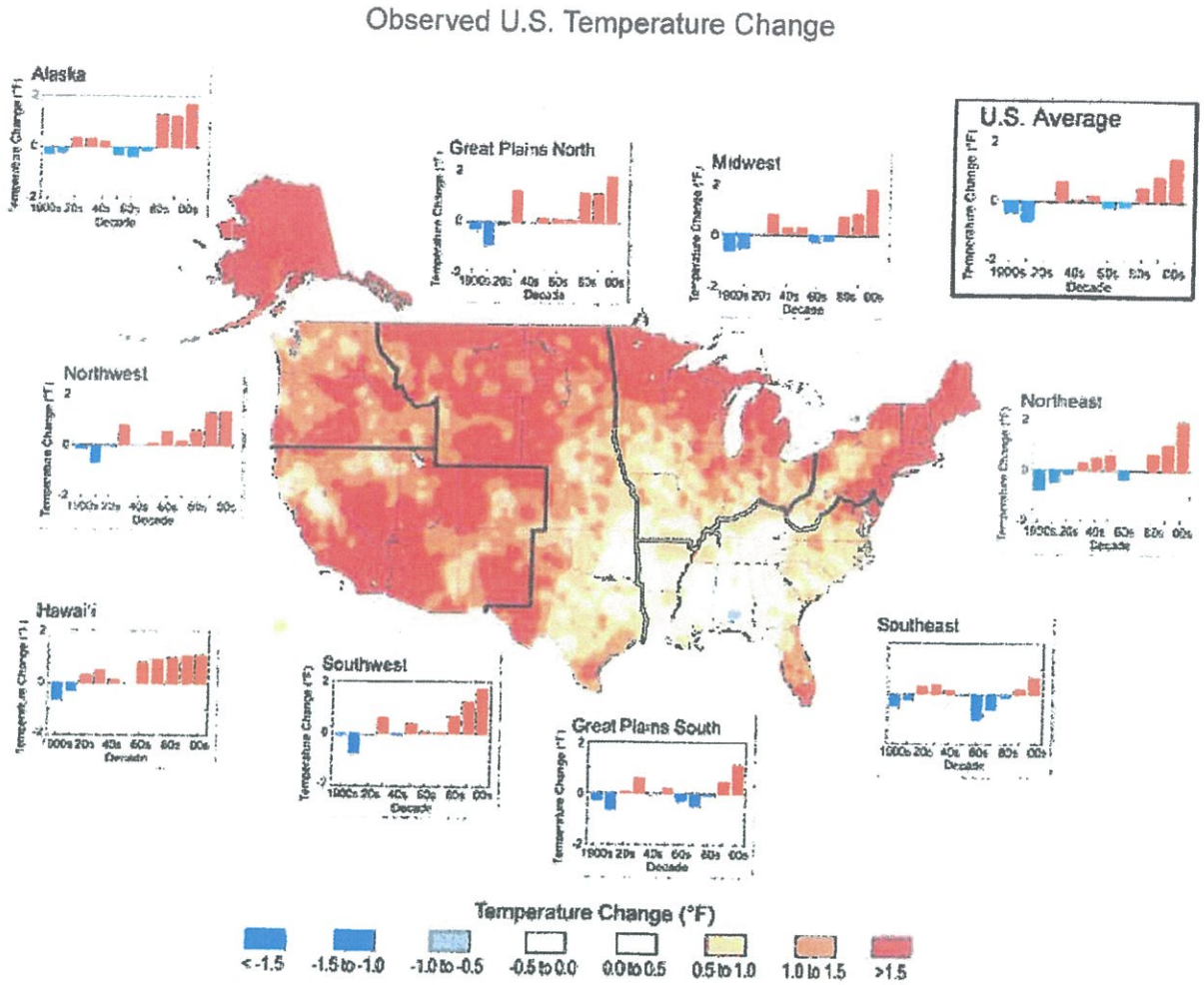


Figure 2.7. The colors on the map show temperature changes over the past 22 years (1991-2012) compared to the 1901-1960 average, and compared to the 1951-1980 average for Alaska and Hawai'i. The bars on the graphs show the average temperature changes by decade for 1901-2012 (relative to the 1901-1960 average) for each region. The far right bar in each graph (2000s decade) includes 2011 and 2012. The period from 2001 to 2012 was warmer than any previous decade in every region. (Figure source: NOAA NCDC / CICS-NC).

Since 1991, temperatures have averaged 1°F to 1.5°F higher than 1901-1960 over most of the United States, except for the Southeast, where the warming has been less than 1°F. On a seasonal basis, long-term warming has been greatest in winter and spring.

Warming is ultimately projected for all parts of the nation during this century. In the next few decades, this warming will be roughly 2°F to 4°F in most areas. By the end of the century, U.S. warming is projected to correspond closely to the level of global emissions: roughly 3°F to 5°F under lower emissions scenarios (B1 or RCP 4.5) involving substantial reductions in emissions, and 5°F to 10°F for higher emissions scenarios (A2 or RCP 8.5) that assume continued increases in emissions; the largest temperature increases are projected for the upper Midwest and Alaska.

Future human-induced warming depends on both past and future emissions of heat-trapping gases and changes in the amount of particle pollution. The amount of climate change (aside from natural variability) expected for the next two to three decades is a combination of the warming already built into the climate system by the past history of human emissions of heat-trapping gases, and the expected ongoing increases in emissions of those gases. However, the magnitude of temperature increases over the second half of this century, both in the U.S. and globally, will be primarily determined by the emissions produced now and over the next few decades, and there are substantial differences between higher, fossil-fuel intensive scenarios compared to scenarios in which emissions are reduced. The most recent model projections of climate change due to human activities expand the range of future scenarios considered (particularly at the lower end), but are entirely consistent with the older model results. This consistency increases our confidence in the projections.

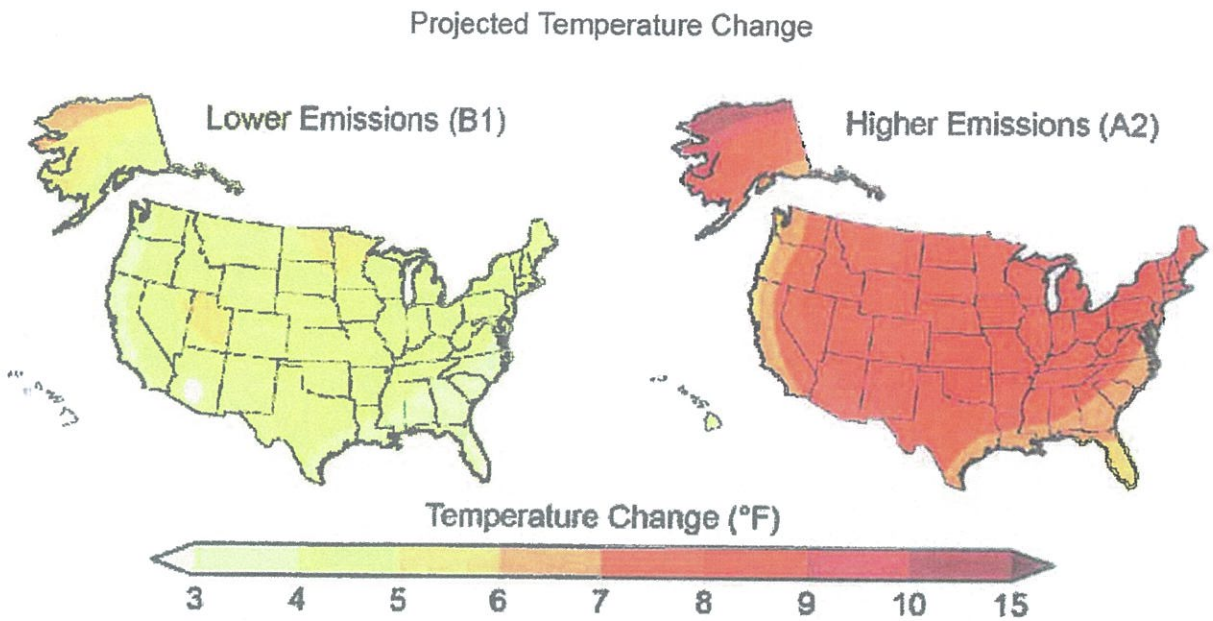


Figure 2.8. Maps show projected change in average surface air temperature in the later part of this century (2071-2099) relative to the later part of the last century (1970-1999) under a scenario that assumes substantial reductions in heat trapping gases (B1, left) and a higher emissions scenario that assumes continued increases in global emissions (A2, right). (See Appendix 3: Climate Science, Supplemental Message 5 for a discussion of temperature changes under a wider range of future scenarios for various periods of this century). (Figure source: NOAA NCDC / CICS-NC).

NEWER SIMULATIONS FOR PROJECTED TEMPERATURE (CMIP5 MODELS)

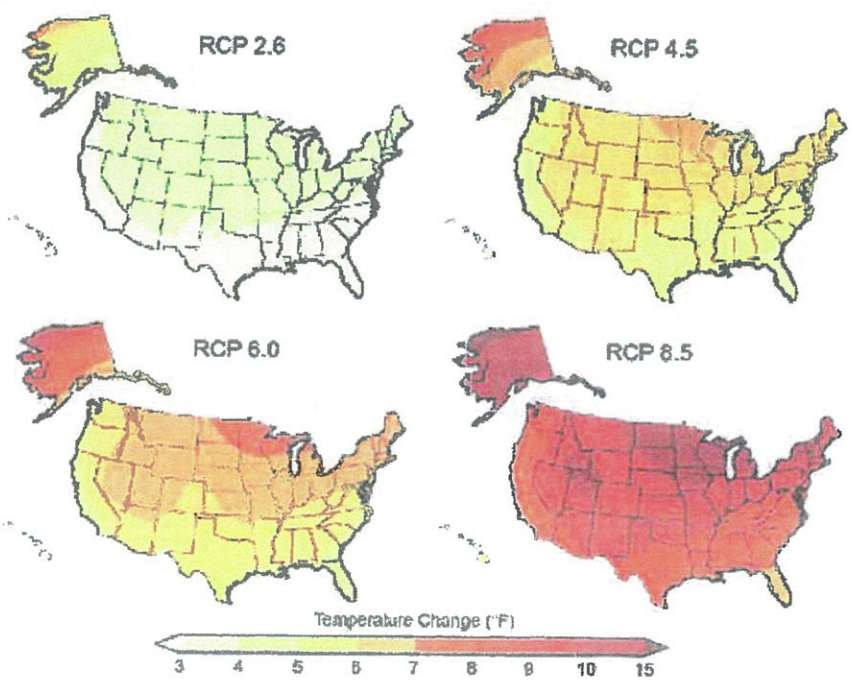


Figure 2.9. The largest uncertainty in projecting climate change beyond the next few decades is the level of heat-trapping gas emissions. The most recent model projections (CMIP5) take into account a wider range of options with regard to human behavior, including a lower scenario than has been considered before (RCP 2.6). This scenario assumes rapid reductions in emissions – more than 70% cuts from current levels by 2050 and further large decreases by 2100 – and the corresponding smaller amount of warming. On the higher end, the scenarios include one that assumes continued increases in emissions (RCP 8.5) and the corresponding greater amount of warming. Also shown are temperature changes for the intermediate scenarios RCP 4.5 (which is most similar to B1) and RCP 6.0 (which is most similar to A1B; see Appendix 3: Climate Science Supplement). Projections show change in average temperature in the later part of this century (2071-2099) relative to the late part of last century (1970-1999). (Figure source: NOAA NCDC / CICS-NC).

Key Message 4: Lengthening Frost-free Season

The length of the frost-free season (and the corresponding growing season) has been increasing nationally since the 1980s, with the largest increases occurring in the western United States, affecting ecosystems and agriculture. Across the United States, the growing season is projected to continue to lengthen.

The length of the frost-free season (and the corresponding growing season) is a major determinant of the types of plants and crops that do well in a particular region. The frost-free season length has been gradually increasing since the 1980s.[40] The last occurrence of 32°F in the spring has been occurring earlier in the year, and the first occurrence of 32°F in the fall has been happening later. During 1991-2011, the average frost-free season was about 10 days longer than during 1901-1960. These observed climate changes have been mirrored by changes in the biosphere, including increases in forest productivity[41,42] and satellite-derived estimates of the length of the growing season.[43] A longer growing season provides a longer period for plant growth and productivity and can slow the increase in atmospheric CO_2 concentrations through increased CO_2 uptake by living things and their environment.[44] The longer growing season can increase the growth of beneficial plants (such as crops and forests) as well as undesirable ones (such as ragweed).[45] In some cases where moisture is limited, the greater evaporation and loss of moisture through plant transpiration (release of water from plant leaves) associated with a longer growing season can mean less productivity because of increased drying[46] and earlier and longer fire seasons.

The lengthening of the frost-free season has been somewhat greater in the western U.S. than the eastern United States,[1] increasing by 2 to 3 weeks in the Northwest and Southwest, 1 to 2 weeks in the Midwest, Great Plains, and Northeast, and slightly less than 1 week in the Southeast. These differences mirror the overall trend of more warming in the north and west and less warming in the Southeast.

In a future in which heat-trapping gas emissions continue to grow, increases of a month or more in the lengths of the frost-free and growing seasons are projected across most of the U.S. by the end of the century, with slightly smaller increases in the northern Great Plains. The largest increases in the frost-free season (more than 8 weeks) are projected for the western U.S., particularly in high elevation and coastal areas. The increases will be con-

Observed Increase in Frost-Free Season Length

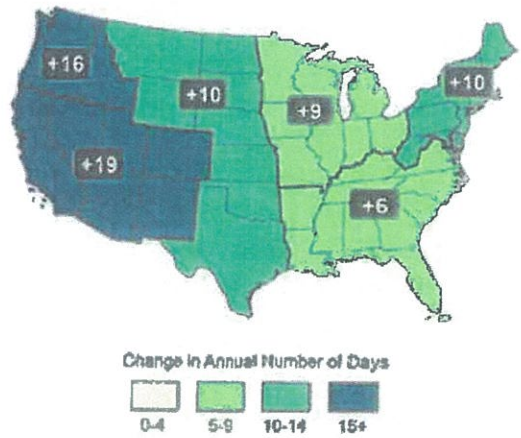


Figure 2.10. The frost-free season length, defined as the period between the last occurrence of 32°F in the spring and the first occurrence of 32°F in the fall, has increased in each U.S. region during 1991-2012 relative to 1901-1960. Increases in frost-free season length correspond to similar increases in growing season length. (Figure source: NOAA NCDC / CICS-NC).

Projected Changes in Frost-Free Season Length

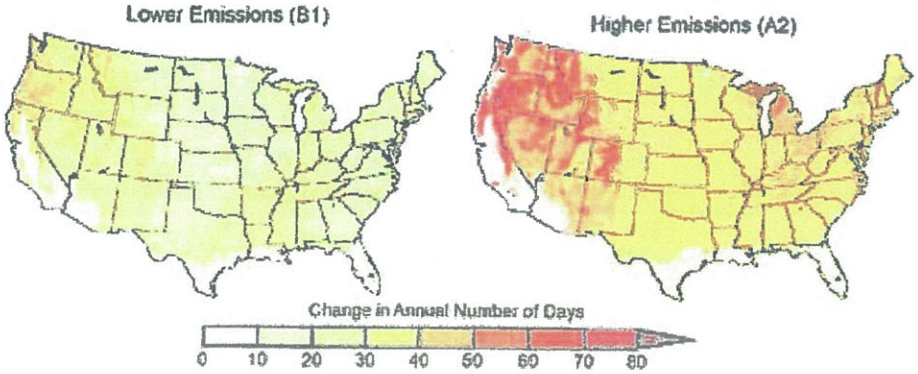


Figure 2.11. The maps show projected increases in frost-free season length for the last three decades of this century (2070-2099 as compared to 1971-2000) under two emissions scenarios, one in which heat-trapping gas emissions continue to grow (A2) and one in which emissions peak in 2050 (B1). Increases in the frost-free season correspond to similar increases in the growing season. White areas are projected to experience no freezes for 2070-2099, and gray areas are projected to experience more than 10 frost-free years during the same period. (Figure source: NOAA NCDC / CICS-NC).

siderably smaller if heat-trapping gas emissions are reduced, although still substantial. These increases are projected to be much greater than the normal year-to-year variability experienced today. The projected changes also imply that the southern boundary of the seasonal freeze zone will move northward, with increasing frequencies of years without subfreezing temperatures in the most southern parts of the United States.

Key Message 5: U.S. Precipitation Change

Average U.S. precipitation has increased since 1900, but some areas have had increases greater than the national average, and some areas have had decreases. More winter and spring precipitation is projected for the northern United States, and less for the Southwest, over this century.

Since 1900, average annual precipitation over the U.S. has increased by roughly 5%. This increase reflects, in part, the major droughts of the 1930s and 1950s, which made the early half of the record drier. There are important regional differences. For instance, precipitation since 1991 (relative to 1901-1960) increased the most in the Northeast (8%), Midwest (9%), and southern Great Plains (8%), while much of the Southeast and Southwest had a mix of areas of increases and decreases.[47,48]

While significant trends in average precipitation have been detected, the fraction of these trends attributable to human activity is difficult to quantify at regional scales because the range of natural variability in precipitation is large. Projected changes are generally small for central portions of the United States. However, if emissions of heat-trapping gases continue their upward trend, certain global patterns of precipitation change are projected to emerge that will affect northern and

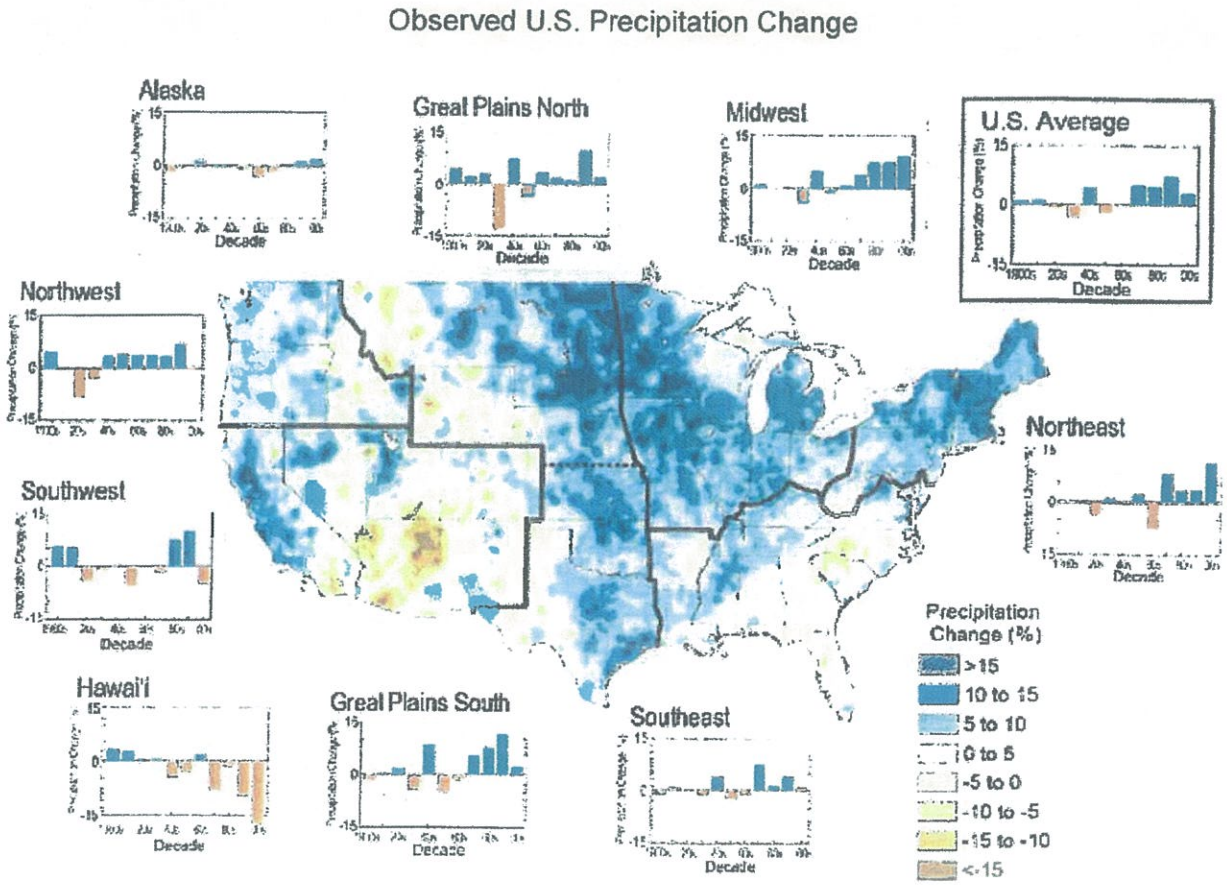


Figure 2.12. The colors on the map show annual total precipitation changes for 1991-2012 compared to the 1901-1960 average, and show wetter conditions in most areas. The bars on the graphs show average precipitation differences by decade for 1901-2012 (relative to the 1901-1960 average) for each region. The far right bar in each graph is for 2001-2012. (Figure source: adapted from Peterson et al. 2013[48]).

southwestern areas of the United States. The northern U.S. is projected to experience more precipitation in the winter and spring (except for the Northwest in the spring), while the Southwest is projected to experience less, particularly in the spring. The contrast between wet and dry areas will increase both in the U.S. and globally – in other words, the wet areas will get wetter and the dry areas will get drier. As discussed in the next section, there has been an increase in the amount of precipitation falling in heavy events[49] and this is projected to continue.

The projected changes in the northern U.S. are a consequence of both a warmer atmosphere (which can hold more moisture than a colder one) and associated changes in large-scale

UNCERTAINTIES IN REGIONAL PROJECTIONS

On the global scale, climate model simulations show consistent projections of future conditions under a range of emissions scenarios. For temperature, all models show warming by late this century that is much larger than historical variations nearly everywhere. For precipitation, models are in complete agreement in showing decreases in precipitation in the subtropics and increases in precipitation at higher latitudes.

Models unequivocally project large and historically unprecedented future warming in every region of the U.S. under all of the scenarios used in this assessment. The amount of warming varies substantially between higher versus lower scenarios, and moderately from model to model, but the amount of projected warming is larger than the model-to-model range.

The contiguous U.S. straddles the transition zone between drier conditions in the sub-tropics (south) and wetter conditions at higher latitudes (north). Because the precise location of this zone varies somewhat among models, projected changes in precipitation in central areas of the U.S. range from small increases to small decreases. A clear direction of change only occurs in Alaska and the far north of the contiguous U.S. where increases are projected and in the far Southwest where decreases are projected.

Although this means that changes in overall precipitation are uncertain in many U.S. areas, there is a high degree of certainty that the heaviest precipitation events will increase everywhere, and by large amounts (Figure 2.13). This consistent model projection is well understood and is a direct outcome of the increase in atmospheric moisture caused by warming. There is also more certainty regarding dry spells. The annual maximum number of consecutive dry days is projected to increase in most areas, especially the southern and northwestern portions of the contiguous United States. Thus, both extreme wetness and extreme dryness are projected to increase in many areas.

Modeling methods that downscale (generate higher spatial resolution) climate projections from coarser global model output can reduce the range of projections to the extent that they incorporate better representation of certain physical processes (such as the influence of topography and convection). However, a sizeable portion of the range is a result of the variations in large-scale patterns produced by the global models and so downscaling methods do not change this.

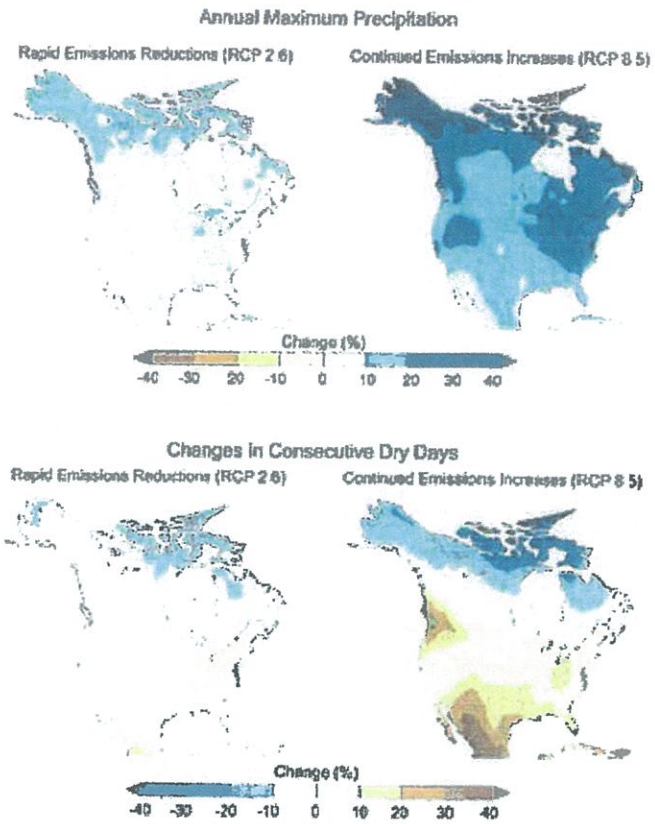


Figure 2.13. Top panels show simulated changes in the average amount of precipitation falling on the wettest day of the year for the period 2070-2099 as compared to 1971-2000 under a scenario that assumes rapid reductions in emissions (RCP 2.6) and one that assumes continued emissions increases (RCP 8.5). Bottom panels show simulated changes in the annual maximum number of consecutive dry days (days receiving less than 0.04 inches (1 mm) of precipitation) under the same two scenarios. Simulations are from CMIP5 models. Stippling indicates areas where changes are consistent among at least 80% of the models used in this analysis. (Figure source: NOAA NCDC / CICS-NC).

weather patterns (which affect where precipitation occurs). The projected reduction in Southwest precipitation is a result of changes in large-scale weather patterns, including the northward expansion of the belt of high pressure in the subtropics, which suppresses rainfall. Recent improvements in understanding these mechanisms of change increase confidence in these projections.[50] The patterns of the projected changes of precipitation resulting from human alterations of the climate are geographically smoother in these maps than what will actually be observed because: 1) the precise locations of natural increases and decreases differ from model to model, and averaging across models smooths these differences; and 2) the resolution of current climate models is too coarse to capture fine topographic details, especially in mountainous terrain. Hence, there is considerably more confidence in the large-scale patterns of change than in local details.

In general, a comparison of the various sources of climate model data used in this assessment provides a consistent picture of the large-scale projected precipitation changes

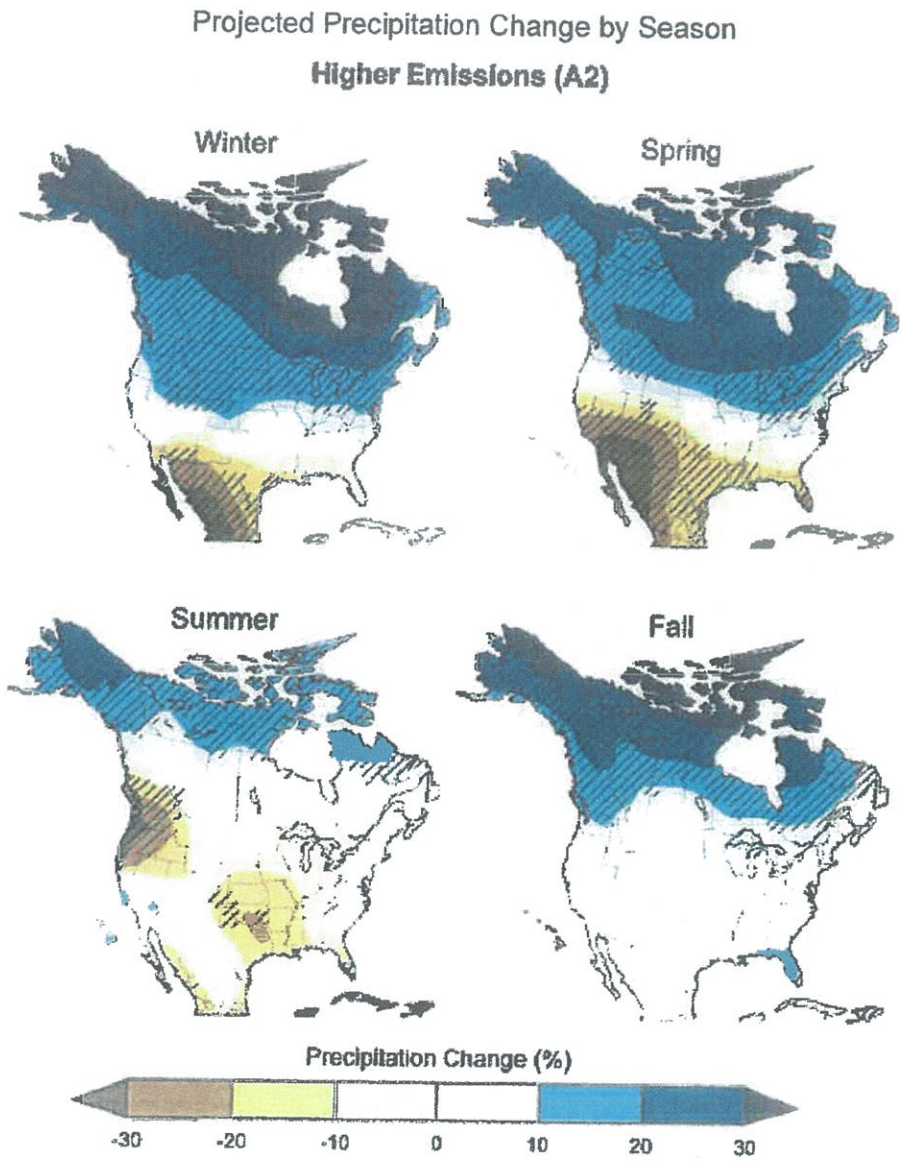


Figure 2.14. Projected change in seasonal precipitation for 2071-2099 (compared to 1970-1999) under an emissions scenario that assumes continued increases in emissions (A2). Hatched areas indicate that the projected changes are significant and consistent among models. White areas indicate that the changes are not projected to be larger than could be expected from natural variability. In general, the northern part of the U.S. is projected to see more winter and spring precipitation, while the southwestern U.S. is projected to experience less precipitation in the spring. (Figure source: NOAA NCDC / CICS-NC).

across the United States (see "Models Used in the Assessment"). Multi-model average changes in all three of these sources show a general pattern of wetter future conditions in the north and drier conditions in the south. The regional suite generally shows conditions that are somewhat wetter overall in the wet areas and not as dry in the dry areas. The general pattern agreement among these three sources, with the wide variations in their spatial resolution, provides confidence that this pattern is robust and not sensitive to the limited spatial resolution of the models. The slightly different conditions in the North American NARCCAP regional analyses for the U.S. appear to arise partially or wholly from the choice of the four CMIP3 global climate models used to drive the regional simulations. These four global models, averaged together, project average changes that are 2% wetter than the average of the suite of global models used in CMIP3.

The patterns of precipitation change in the newer CMIP5 simulations are essentially the same as in the earlier CMIP3 and NARCCAP simulations used in impact analyses throughout this report, increasing confidence in our scientific understanding. The subtle differences between these two sets of projections are mostly due to the wider range of future scenarios considered in the more recent simulations. Thus, the overall picture remains the same: wetter conditions in the north and drier conditions in the Southwest in winter and spring. Drier conditions are projected for summer in most areas of the contiguous U.S. but, outside of the Northwest and south-central region, there is generally not high confidence that the changes will be large compared to natural variability. In all models and scenarios, a transition zone between drier (to the south) and wetter (to the north) shifts northward from the southern U.S. in winter to southern Canada in summer. Wetter conditions are projected for Alaska and northern Canada in all seasons.

NEWER SIMULATIONS FOR PROJECTED PRECIPITATION CHANGE (CMIP5 MODELS)

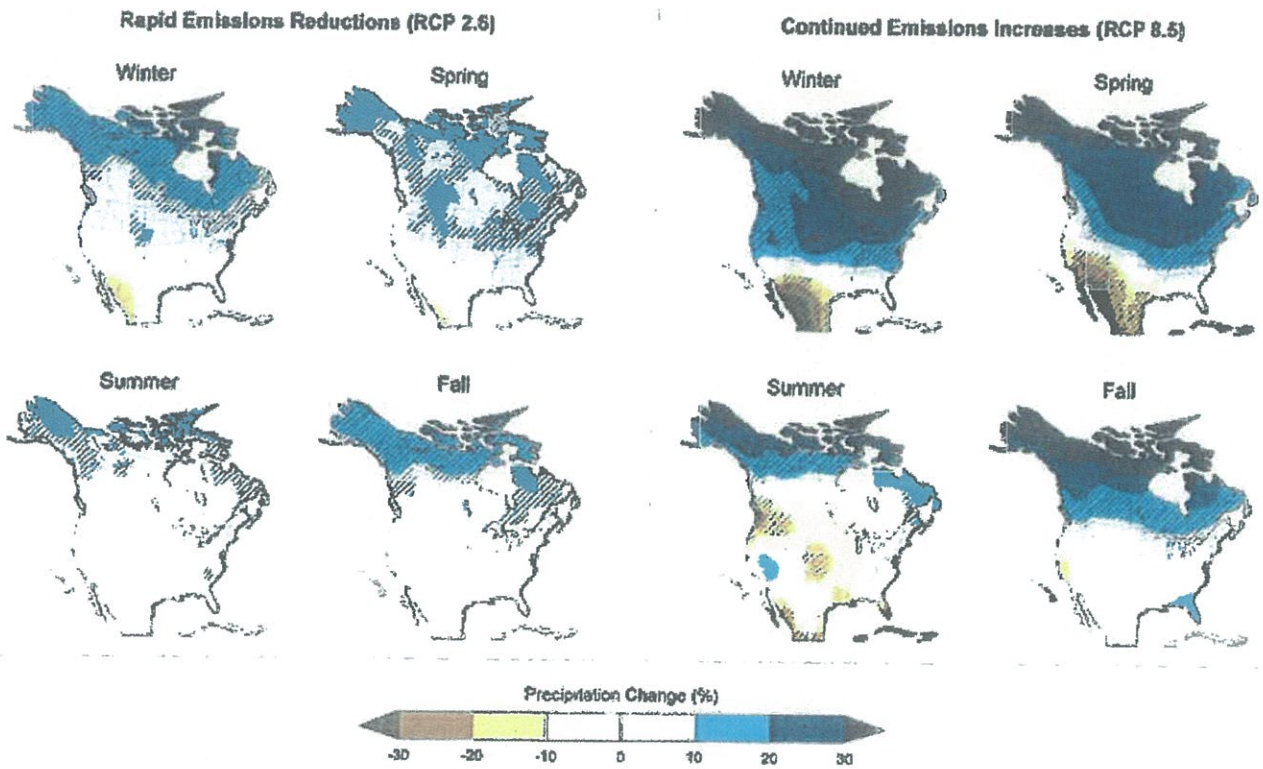


Figure 2.15. Seasonal precipitation change for 2071-2099 (compared to 1970-1999) as projected by recent simulations that include a wider range of scenarios. The maps on the left (RCP 2.6) assume rapid reductions in emissions – more than 70% cuts from current levels by 2050 – and a corresponding much smaller amount of warming and far less precipitation change. On the right, RCP 8.5 assumes continued increases in emissions, with associated large increases in warming and major precipitation changes. These would include, for example, large reductions in spring precipitation in the Southwest and large increases in the Northeast and Midwest. Rapid emissions reductions would be required for the more modest changes in the maps on the left. Hatched areas indicate that the projected changes are significant and consistent among models. White areas indicate that the changes are not projected to be larger than could be expected from natural variability. (Figure source: NOAA NCDC / CICS-NC).

Key Message 6: Heavy Downpours Increasing

Heavy downpours are increasing nationally, especially over the last three to five decades. Largest increases are in the Midwest and Northeast. Increases in the frequency and intensity of extreme precipitation events are projected for all U.S. regions.

Across most of the United States, the heaviest rainfall events have become heavier and more frequent. The amount of rain falling on the heaviest rain days has also increased over the past few decades. Since 1991, the amount of rain falling in very heavy precipitation events has been significantly above average. This increase has been greatest in the Northeast, Midwest, and upper Great Plains – more than 30% above the 1901-1960 average (see Figure 2.18). There has also been an increase in flooding events in the Midwest and Northeast where the largest increases in heavy rain amounts have occurred.

Observed U.S. Trend in Heavy Precipitation

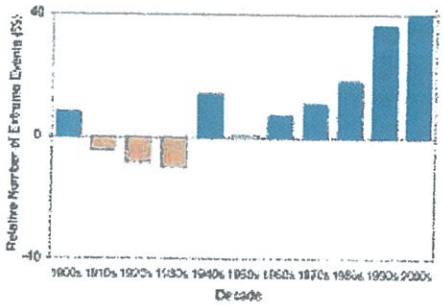


Figure 2.16: One measure of a heavy precipitation event is a 2-day precipitation total that is exceeded on average only once in a five-year period, also known as a once-in-five-year event. As this extreme precipitation index for 1901-2012 shows, the occurrence of such events has become much more common in recent decades. Changes are compared to the period 1901-1960, and do not include Alaska or Hawai'i. The 2000s decade (far right bar) includes 2001-2012. (Figure source: adapted from Kunkel et al. 2013[52]).

Observed Change in Very Heavy Precipitation

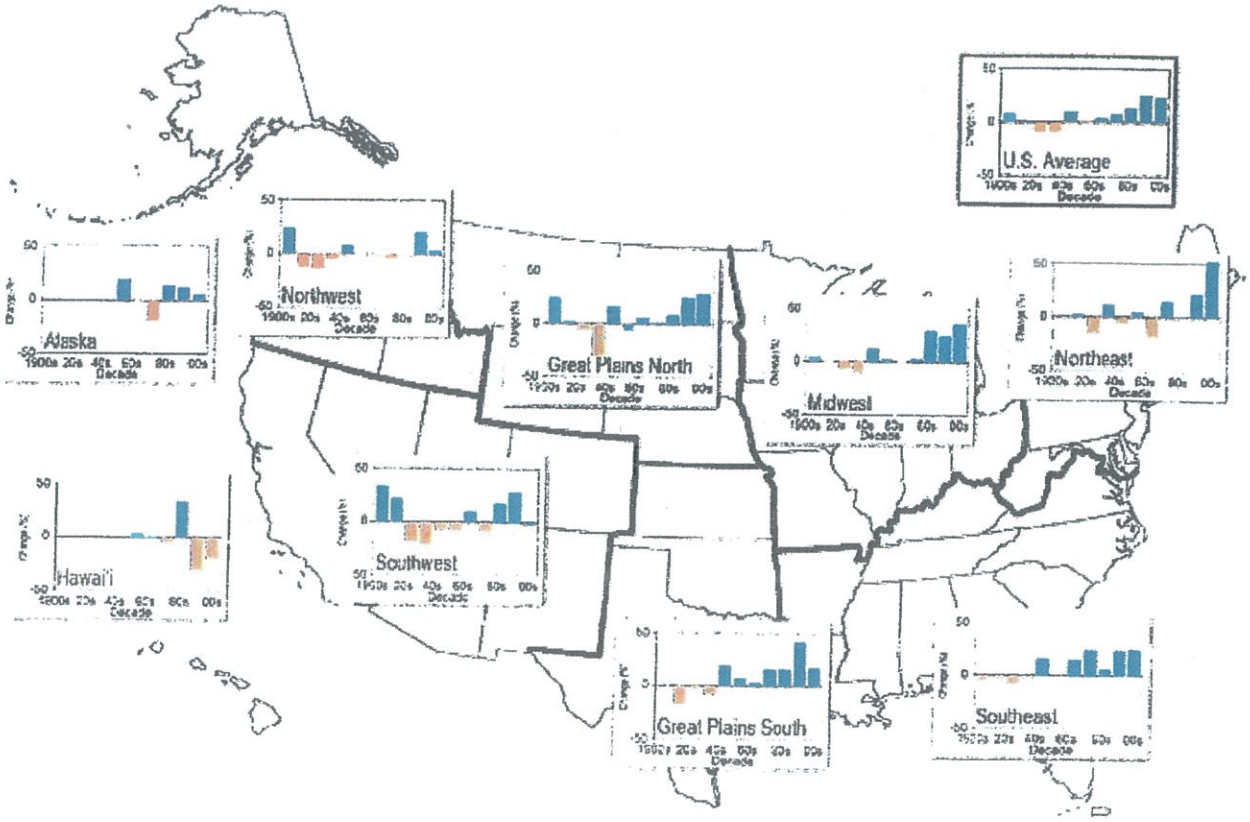
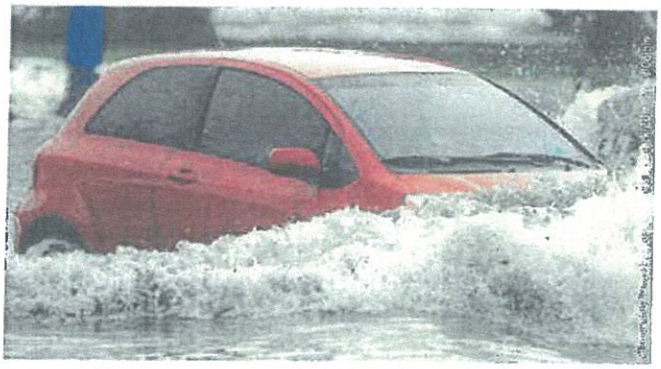


Figure 2.17. Percent changes in the annual amount of precipitation falling in very heavy events, defined as the heaviest 1% of all daily events from 1901 to 2012 for each region. The far right bar is for 2001-2012. In recent decades there have been increases nationally, with the largest increases in the Northeast, Great Plains, Midwest, and Southeast. Changes are compared to the 1901-1960 average for all regions except Alaska and Hawai'i, which are relative to the 1951-1980 average. (Figure source: NOAA NCDC / CICS-NC).

Warmer air can contain more water vapor than cooler air. Global analyses show that the amount of water vapor in the atmosphere has in fact increased over both land and oceans.[14,51] Climate change also alters dynamical characteristics of the atmosphere that in turn affect weather patterns and storms. In the mid-latitudes, where most of the continental U.S. is located, there is an upward trend in extreme precipitation in the vicinity of fronts associated with mid-latitude storms.[52] Locally, natural variations can also be important.[53]

Projections of future climate over the U.S. suggest that the recent trend towards increased heavy precipitation events will continue. This is projected to occur even in regions where total precipitation is projected to decrease, such as the Southwest.[52,54,55]



Observed Change in Very Heavy Precipitation

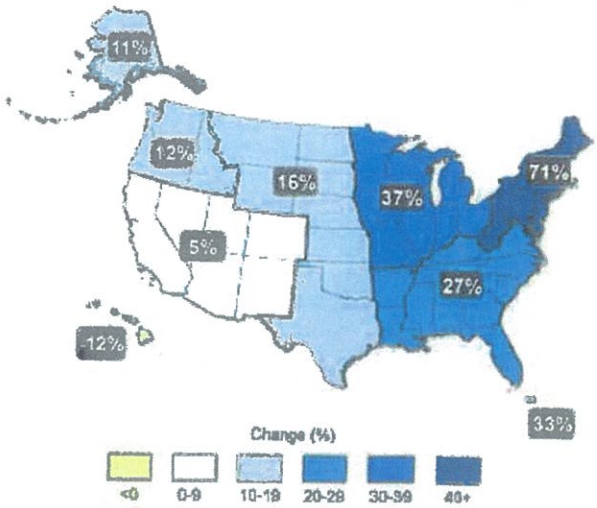


Figure 2.18. The map shows percent increases in the amount of precipitation falling in very heavy events (defined as the heaviest 1% of all daily events) from 1958 to 2012 for each region of the continental United States. These trends are larger than natural variations for the Northeast, Midwest, Puerto Rico, Southeast, Great Plains, and Alaska. The trends are not larger than natural variations for the Southwest, Hawai'i, and the Northwest. The changes shown in this figure are calculated from the beginning and end points of the trends for 1958 to 2012. (Figure source: updated from Karl et al. 2009[1]).

Projected Change in Heavy Precipitation Events

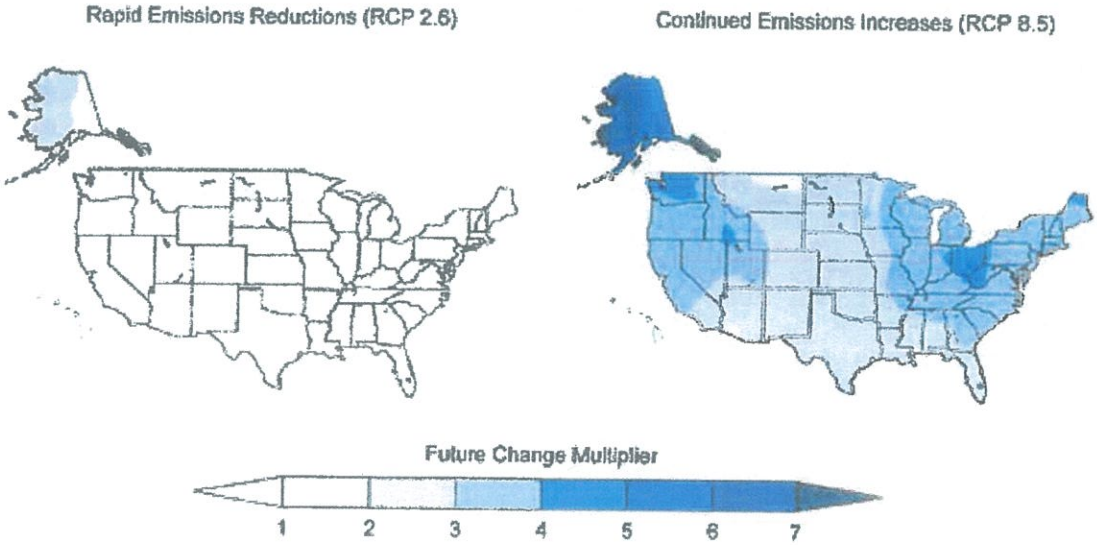
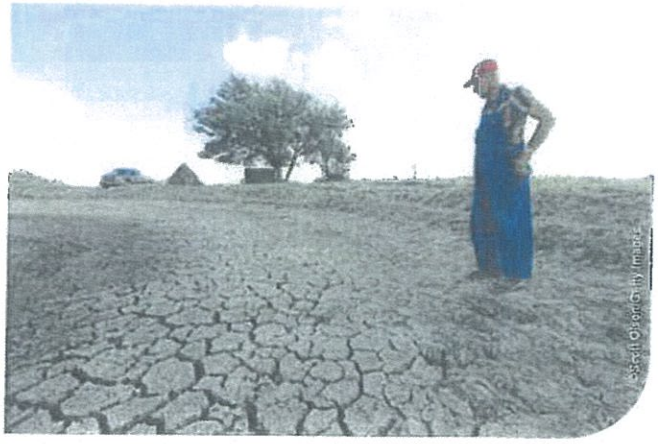


Figure 2.19. Maps show the increase in frequency of extreme daily precipitation events (a daily amount that now occurs once in 20 years) by the later part of this century (2081-2100) compared to the later part of last century (1981-2000). Such extreme events are projected to occur more frequently everywhere in the United States. Under the rapid emissions reduction scenario (RCP 2.6), these events would occur nearly twice as often. For the scenario assuming continued increases in emissions (RCP 8.5), these events would occur up to five times as often. (Figure source: NOAA NCDC / CICS-NC).

Key Message 7: Extreme Weather

There have been changes in some types of extreme weather events over the last several decades. Heat waves have become more frequent and intense, especially in the West. Cold waves have become less frequent and intense across the nation. There have been regional trends in floods and droughts. Droughts in the Southwest and heat waves everywhere are projected to become more intense, and cold waves less intense everywhere.

Heat waves are periods of abnormally hot weather lasting days to weeks.[48] Heat waves have generally become more frequent across the U.S. in recent decades, with western regions (including Alaska) setting records for numbers of these events in the 2000s. Tree ring data suggests that the drought over the last decade in the western U.S. represents the driest conditions in 800 years.[1,56] Most other regions in the country had their highest number of short-duration heat waves in the 1930s, when the multi-year severe drought of the Dust Bowl period, combined with deleterious land-use practices,[57] contributed to the intense summer heat through depletion of soil moisture and reduction of the moderating effects of evaporation.[58] However, the recent prolonged (multi-month) extreme heat has been unprecedented since the start of reliable instrumental records in 1895. The recent heat waves and droughts in Texas (2011) and the Midwest (2012) set records for highest monthly average temperatures, exceeding in some cases records set in the 1930s, including the highest monthly contiguous U.S. temperature on record (July 2012, breaking the July 1936 record) and the hottest summers on record in several states (New Mexico, Texas, Oklahoma, and Louisiana in 2011 and Colorado and Wyoming in 2012). For the spring and summer months, 2012 had the second largest area of record-setting monthly average temperatures, including a 26-state area from Wyoming to the East Coast. The summer (June-August) temperatures of 2012 ranked in the hottest 10% of the 118-year period of record in 28 states covering the Rocky Mountain states, the Great Plains, the Upper Midwest, and the Northeast. The new records included both hot daytime maximum temperatures and warm nighttime minimum temperatures.[59] Corresponding with this increase in extreme heat, the number of extreme cold waves has reached the lowest levels on record (since 1895).



Many more high temperature records are being broken as compared to low temperature records over the past three to four decades – another indicator of a warming climate.[60] The number of record low monthly temperatures has declined to the lowest levels since 1911, while the number of record high monthly temperatures has increased to the highest level since the 1930s. During this same period, there has been an increasing trend in persistently high nighttime temperature.[1] There are various reasons why low temperatures have increased more than high temperatures.[61]

In some areas, prolonged periods of record high temperatures associated with droughts contribute to dry conditions that are driving wildfires.[62] The meteorological situations that cause heat waves are a natural part of the climate system. Thus the timing and location of individual events may be largely a natural phenomenon, although even these may be affected by human-induced climate change.[63] However, there is emerging evidence that most of the increases of heat wave severity over the U.S. are likely due to human activity,[64] with a detectable human influence in recent heat waves in the southern Great Plains[1,65] as well as in Europe[7,62] and Russia.[60,66,67] The summer 2011 heat wave and drought in Texas was primarily driven by precipitation deficits, but the human contribution to climate change approximately doubled the probability that the heat was record-breaking.[68] So while an event such as this Texas heat wave and drought could be triggered by a naturally occurring event such as a deficit in precipitation, the chances for record-breaking temperature extremes has increased and will

continue to increase as the global climate warms. Generally, the changes in climate are increasing the likelihood for these types of severe events.

The number of extremely hot days is projected to continue to increase over much of the United States, especially by late century. Summer temperatures are projected to continue rising, and a reduction of soil moisture, which exacerbates heat waves, is projected for much of the western and central U.S. in summer. Climate models project that the same summertime temperatures that ranked among the hottest 5% in 1950-1979 will occur at least 70% of the time by 2035-2064 in the U.S. if global emissions of heat-trapping gases continue to grow (as in the A2 scenario).[67] By the end of this century, what have previously been once-in-20-year extreme heat days (1-day events) are projected to occur every two or three years over most of the nation.[69,70] In other words, what now seems like an extremely hot day will become commonplace.

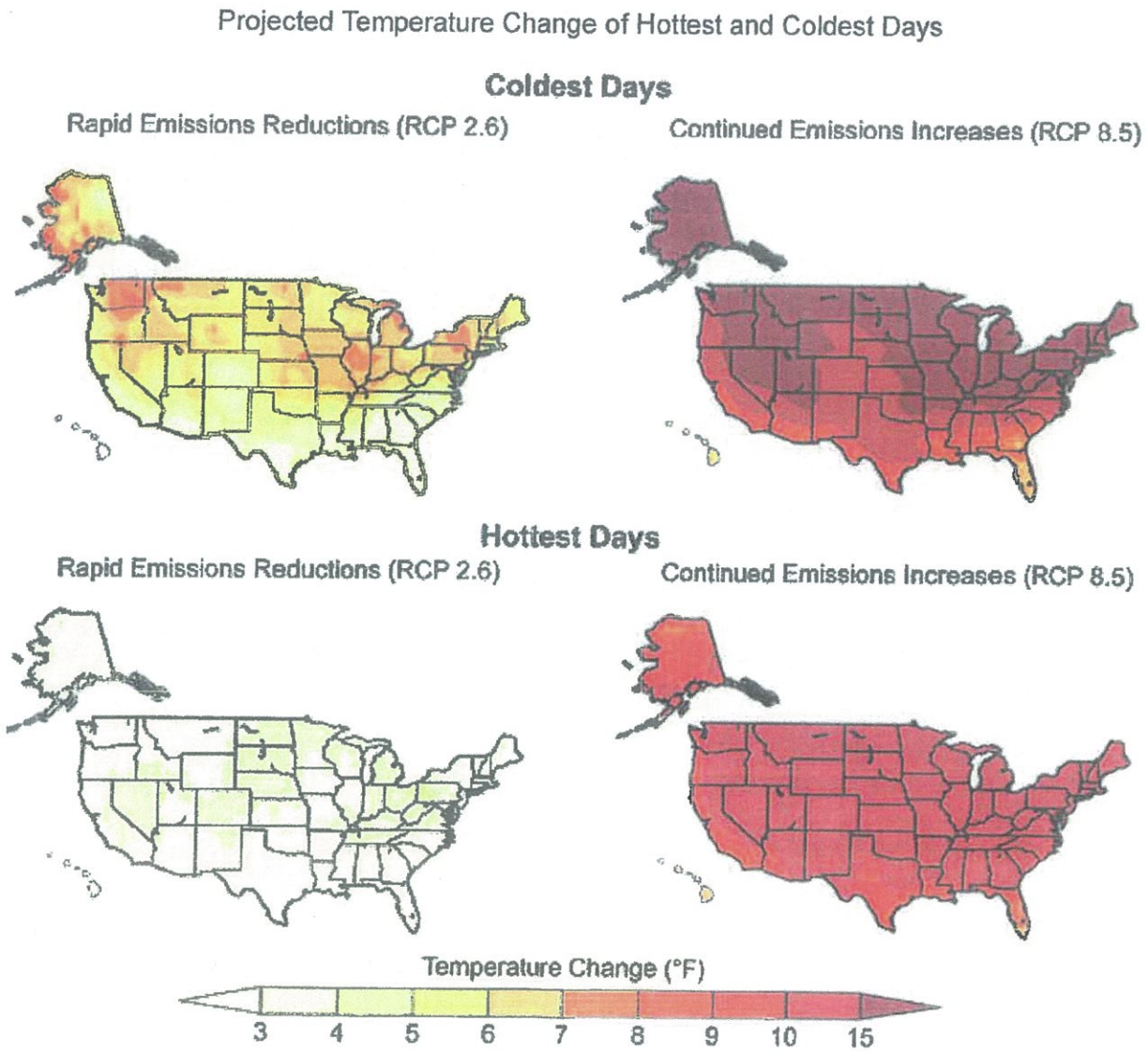


Figure 2.20. Change in surface air temperature at the end of this century (2081-2100) relative to the turn of the last century (1986-2005) on the coldest and hottest days under a scenario that assumes a rapid reduction in heat trapping gases (RCP 2.6) and a scenario that assumes continued increases in these gases (RCP 8.5). This figure shows estimated changes in the average temperature of the hottest and coldest days in each 20-year period. In other words, the hottest days will get even hotter, and the coldest days will be less cold. (Figure source: NOAA NCDC / CICS-NC).

There are significant trends in the magnitude of river flooding in many parts of the United States. When averaged over the entire nation, however, the increases and decreases cancel each other out and show no national level trend.[71] River flood magnitudes have decreased in the Southwest and increased in the eastern Great Plains, parts of the Midwest, and from the northern Appalachians into New England.[48] Figure 2.21 shows increasing trends in floods in green and decreasing trends in brown. The magnitude of these trends is illustrated by the size of the triangles.

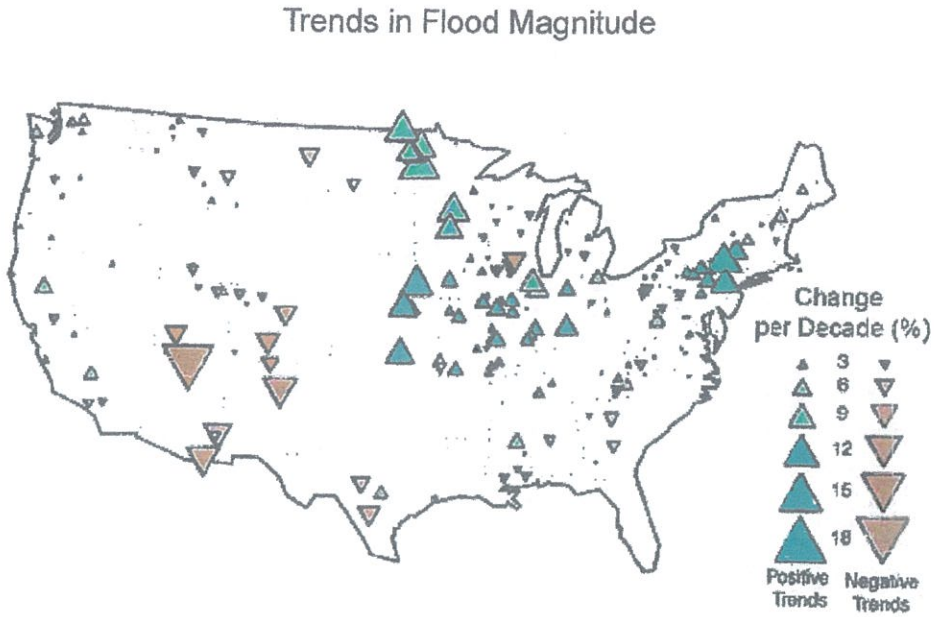


Figure 2.21. Trend magnitude (triangle size) and direction (green = increasing trend, brown = decreasing trend) of annual flood magnitude from the 1920s through 2008. Local areas can be affected by land-use change (such as dams). Most significant are the increasing trend for floods in the Midwest and Northeast and the decreasing trend in the Southwest. (Figure source: Peterson et al. 2013[48]).

These regional river flood trends are qualitatively consistent with trends in climate conditions associated with flooding. For example, average annual precipitation has increased in the Midwest and Northeast and decreased in the Southwest (Figure 2.12).[48] Recent soil moisture trends show general drying in the Southwest and moistening in the Northeast and northern Great Plains and Midwest (Ch 3: Water, Figure 3.2). These trends are in general agreement with the flood trends. Although there is a strong national upward trend in extreme precipitation and not in river flooding, the regional variations are similar. Extreme precipitation has been increasing strongly in the Great Plains, Midwest, and Northeast, where river flooding increases have been observed, and there is little trend in the Southwest, where river flooding has decreased. An exact correspondence is not necessarily expected since the seasonal timing of precipitation events makes a difference in whether river flooding occurs. The increase in extreme precipitation events has been concentrated in the summer and fall[52] when soil moisture is seasonally low and soils can absorb a greater fraction of rainfall. By contrast, many of the annual flood events occur in the spring when soil moisture is high. Thus, additional extreme rainfall events in summer and fall may not create sufficient runoff for the resulting streamflow to exceed spring flood magnitudes. However, these extreme precipitation events are often associated with local flash floods, a leading cause of death due to weather events (see "Flood Factors and Flood Types" in Ch. 3: Water).

Research into the effects of human-induced climate change on flood events is relatively new. There is evidence of a detectable human influence in recent flooding events in England and Wales[13] and in other specific events around the globe during 2011.[48] In general, heavier rains lead to a larger fraction of rainfall running off and, depending on the surface conditions, more potential for flooding.

Higher temperatures lead to increased rates of evaporation, including more loss of moisture through plant leaves. Even in areas where precipitation does not decrease, these increases in surface evaporation and loss of water from plants lead to more rapid drying of soils if the effects of higher temperatures are not offset by other changes (such as in wind speed or humidity).[72] As soil dries out, a larger proportion of the incoming heat from the sun goes into heating the soil and adjacent air rather than evaporating its moisture, resulting in hotter summers under drier climatic conditions.[73] Under higher emissions scenarios, widespread drought is projected to become more common over most of the central and southern United States.[56,74,75,76,77]

Projected Changes in Soil Moisture for the Western U.S.

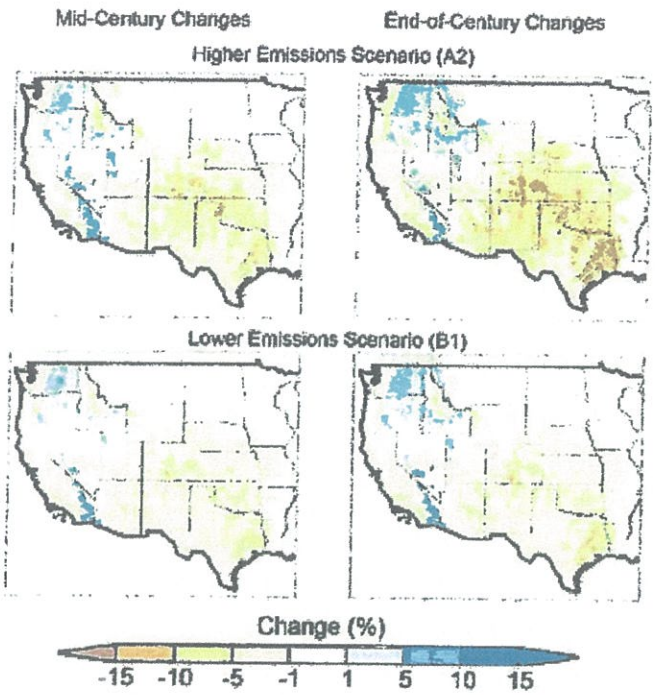


Figure 2.22. Average change in soil moisture compared to 1971-2000, as projected for the middle of this century (2041-2070) and late this century (2071-2100) under two emissions scenarios, a lower scenario (B1) and a higher scenario (A2).[75,77] The future drying of soils in most areas simulated by this sophisticated hydrologic model (Variable Infiltration Capacity or VIC model) is consistent with the future drought increases using the simpler Palmer Drought Severity Index (PDSI) metric. Only the western U.S. is displayed because model simulations were only run for this area. (Figure source: NOAA NCDC / CICS-NC).

Key Message 8: Changes in Hurricanes

The intensity, frequency, and duration of North Atlantic hurricanes, as well as the frequency of the strongest (Category 4 and 5) hurricanes, have all increased since the early 1980s. The relative contributions of human and natural causes to these increases are still uncertain. Hurricane-associated storm intensity and rainfall rates are projected to increase as the climate continues to warm.

There has been a substantial increase in most measures of Atlantic hurricane activity since the early 1980s, the period during which high-quality satellite data are available.[78,79] These include measures of intensity, frequency, and duration as well as the number of strongest (Category 4 and 5) storms. The ability to assess longer-term trends in hurricane activity is limited by the quality of available data. The historic record of Atlantic hurricanes dates back to the mid-1800s, and indicates other decades of high activity. However, there is considerable uncertainty in the record prior to the satellite era (early 1970s), and the further back in time one goes, the more uncertain the record becomes.[79]

The recent increases in activity are linked, in part, to higher sea surface temperatures in the region that Atlantic hurricanes form in and move through. Numerous factors have been shown to influence these local sea surface temperatures, including natural variability, human-induced emissions of heat-trapping gases, and particulate pollution. Quantifying the relative contributions of natural and human-caused factors is an active focus of research. Some studies suggest that natural variability, which includes the Atlantic Multidecadal Oscillation, is the dominant cause of the warming trend in the Atlantic since the 1970s,[80,81] while others argue that human-caused heat-trapping gases and particulate pollution are more important.[82]

Hurricane development, however, is influenced by more than just sea surface temperature. How hurricanes develop also depends on how the local atmosphere responds to changes in local sea surface temperatures, and this atmospheric response depends critically on the *cause* of the change.[83] For example, the atmosphere responds differently when local sea surface temperatures increase due to a local decrease of particulate pollution that allows more sunlight through to warm the ocean, versus when sea surface temperatures increase more uniformly around the world due to increased amounts of human-caused heat-trapping gases.[80,84] So the link between hurricanes and ocean temperatures is complex. Improving our

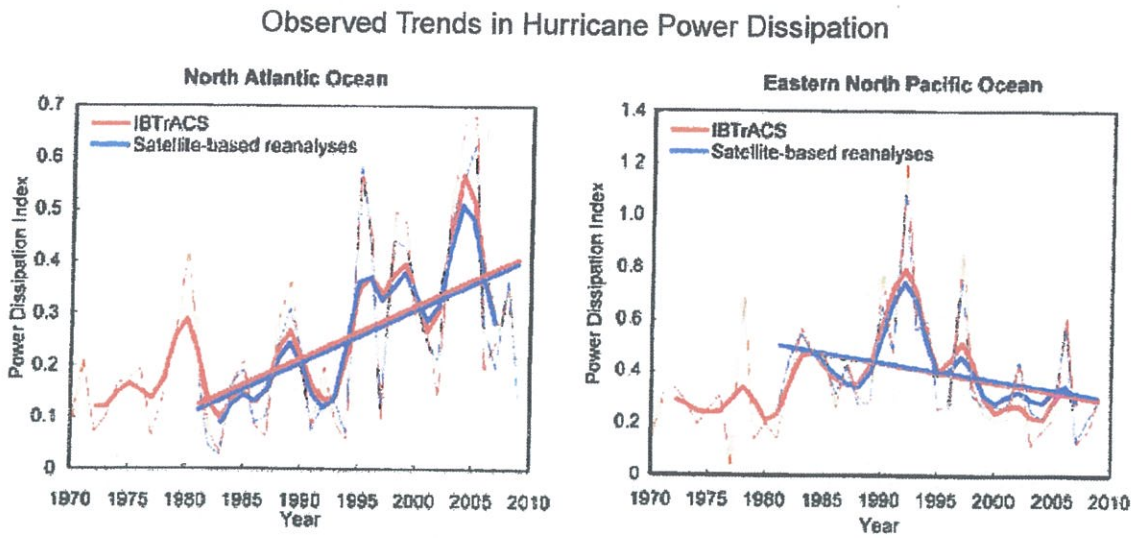
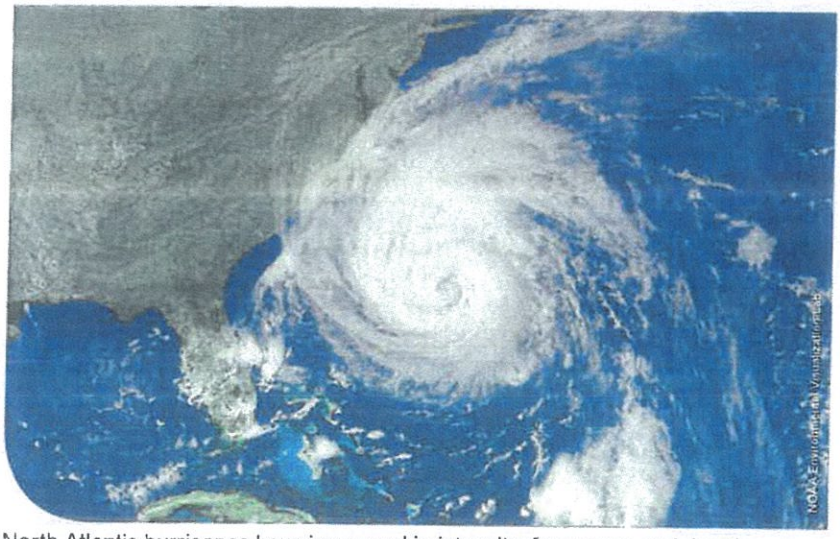


Figure 2.23. Recent variations of the Power Dissipation Index (PDI) in the North Atlantic and eastern North Pacific Oceans. PDI is an aggregate of storm intensity, frequency, and duration and provides a measure of total hurricane power over a hurricane season. There is a strong upward trend in Atlantic PDI, and a downward trend in the eastern North Pacific, both of which are well-supported by the reanalysis. Separate analyses (not shown) indicate a significant increase in the strength and in the number of the strongest hurricanes (Category 4 and 5) in the North Atlantic over this same time period. The PDI is calculated from historical data (IBTrACS[92]) and from reanalyses using satellite data (UW/NCDC & ADT-HURSAT[93,94]). IBTrACS is the International Best Track Archive for Climate Stewardship, UW/NCDC is the University of Wisconsin/NOAA National Climatic Data Center satellite-derived hurricane intensity dataset, and ADT-HURSAT is the Advanced Dvorak Technique–Hurricane Satellite dataset (Figure source: adapted from Kossin et al. 2007[93]).

understanding of the relationships between warming tropical oceans and tropical cyclones is another active area of research.

Changes in the average length and positions of Atlantic storm tracks are also associated with regional climate variability.[85] The locations and frequency of storms striking land have been argued to vary in opposing ways than basin-wide frequency. For example, fewer storms have been observed to strike land during warmer years even though overall activity is higher than average,[86] which may help to explain the lack of any clear trend in landfall frequency along the U.S. eastern and Gulf coasts.[87,88] Climate models also project changes in hurricane tracks and where they strike land.[89] The specific characteristics of the changes are being actively studied.

Other measures of Atlantic storm activity are projected to change as well.[87,90,91] By late this century, models, on average, project a slight decrease in the annual number of tropical cyclones, but an increase in the number of the strongest (Category 4 and 5) hurricanes. These projected changes are based on an average of projections from a number of individual models, and they represent the most likely outcome. There is some uncertainty in this as the individual models do not always agree on the amount of projected change, and some models may project an increase where others project a decrease. The models are in better agreement when projecting changes in hurricane precipitation – almost all existing studies project greater rainfall rates in hurricanes in a warmer climate, with projected increases of about 20% averaged near the center of hurricanes.



North Atlantic hurricanes have increased in intensity, frequency, and duration since the early 1980s.

Key Message 9: Changes in Storms

Winter storms have increased in frequency and intensity since the 1950s, and their tracks have shifted northward over the United States. Other trends in severe storms, including the intensity and frequency of tornadoes, hail, and damaging thunderstorm winds, are uncertain and are being studied intensively.

Trends in the occurrences of storms, ranging from severe thunderstorms to winter storms to hurricanes, are subject to much greater uncertainties than trends in temperature and variables that are directly related to temperature (such as snow and ice cover, ocean heat content, and sea level). Recognizing that the impacts of changes in the frequency and intensity of these storms can easily exceed the impacts of changes in average temperature or precipitation, climate scientists are actively researching the connections between climate change and severe storms. There has been a sizeable upward trend in the number of storms causing large financial and other losses.[95] However, there are societal contributions to this trend, such as increases in population and wealth.[52]

Severe Convective Storms

Tornadoes and other severe thunderstorm phenomena frequently cause as much annual property damage in the U.S. as do hurricanes, and often cause more deaths. Recent research has yielded insights into the connections between global warming and the factors that cause tornadoes and severe thunderstorms (such as atmospheric instability and increases in wind speed with altitude[96]). Although these relationships are still being explored, a recent study suggests a projected increase in the frequency of conditions favorable for severe thunderstorms.[97]

Winter Storms

For the entire Northern Hemisphere, there is evidence of an increase in both storm frequency and intensity during the cold season since 1950,[98] with storm tracks having shifted slightly towards the poles.[99,100] Extremely heavy snowstorms increased in number during the last century in northern and eastern parts of the United States, but have been less frequent since 2000.[52,101] Total seasonal snowfall has generally decreased in southern and some western areas,[102] increased in the northern Great Plains and Great Lakes region,[102,103] and not changed in other areas, such as the Sierra Nevada, although snow is melting earlier in the year and more precipitation is falling as rain versus snow.[104] Very snowy winters have generally been decreasing in frequency in most regions over the last 10 to 20 years, although the Northeast has been seeing a normal number of such winters.[105] Heavier-than-normal snowfalls recently observed in the Midwest and Northeast U.S. in some years, with little snow in other years, are consistent with indications of increased blocking (a large scale pressure pattern with little or no movement) of the wintertime circulation of the Northern Hemisphere.[106] However, conclusions about trends in blocking have been found to depend on the method of analysis,[107] so the assessment and attribution of trends in blocking remains an active research area. Overall snow cover has decreased in the Northern Hemisphere, due in part to higher temperatures that shorten the time snow spends on the ground.[108]

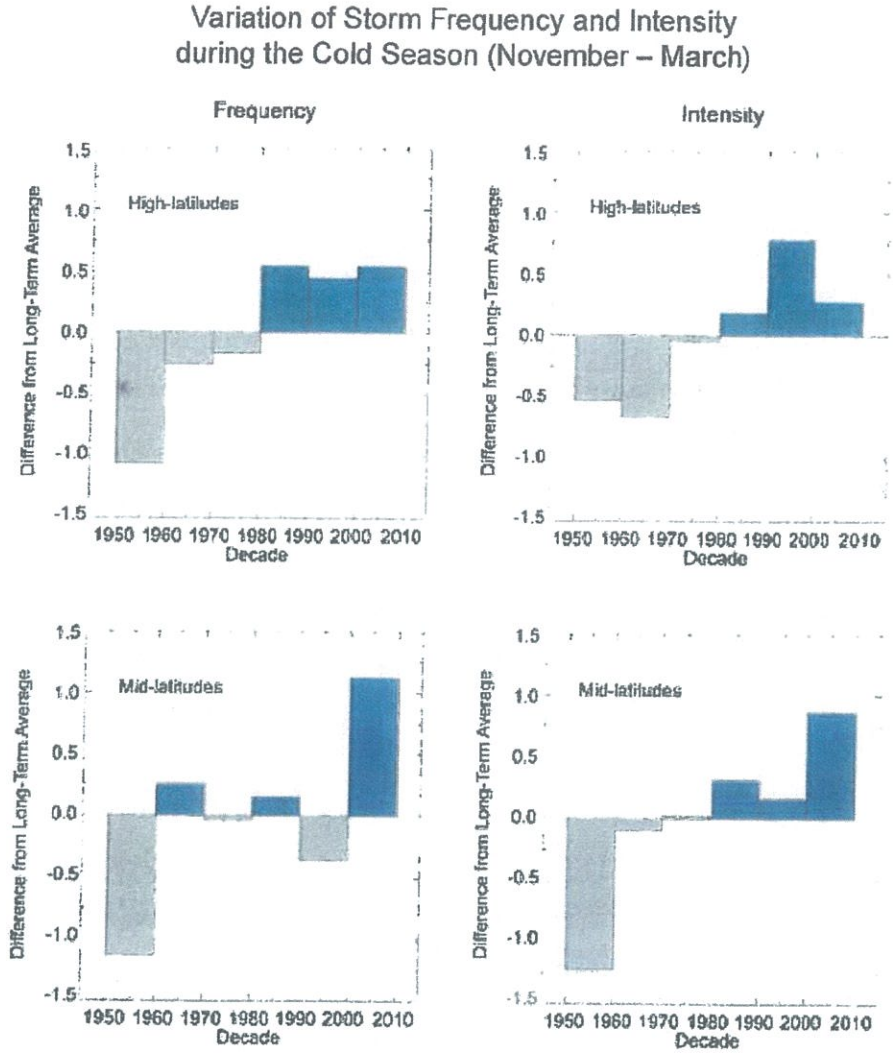


Figure 2.24. Variation of winter storm frequency and intensity during the cold season (November-March) for high latitudes (60-90°N) and mid-latitudes (30-60°N) of the Northern Hemisphere over the period 1949-2010. The bar for each decade represents the difference from the long-term average. Storm frequencies have increased in middle and high latitudes, and storm intensities have increased in middle latitudes. (Figure source: updated from CCSP 2008[109]).

Key Message 10: Sea Level Rise

Global sea level has risen by about 8 inches since reliable record keeping began in 1880. It is projected to rise another 1 to 4 feet by 2100.

The oceans are absorbing over 90% of the increased atmospheric heat associated with emissions from human activity.[110] Like mercury in a thermometer, water expands as it warms up (this is referred to as "thermal expansion") causing sea levels to rise. Melting of glaciers and ice sheets is also contributing to sea level rise at increasing rates.[111]

Since the late 1800s, tide gauges throughout the world have shown that global sea level has risen by about 8 inches. A new data set (Figure 2.25) shows that this recent rise is much greater than at any time in at least the past 2000 years.[112] Since 1992, the rate of global sea level rise measured by satellites has been roughly twice the rate observed over the last century, providing evidence of additional acceleration.[113]

Projecting future rates of sea level rise is challenging. Even the most sophisticated climate models, which explicitly represent Earth's physical processes, cannot simulate rapid changes in ice sheet dynamics, and thus are likely to underestimate future sea level rise. In recent years, "semi-empirical" methods have been developed to project future rates of sea level rise based on a simple statistical relationship between past rates of globally averaged temperature change and sea level rise. These models suggest a range of additional sea level rise from about 2 feet to as much as 6 feet by 2100, depending on emissions scenario.[114,115,116,117] It is not clear, however, whether these statistical relationships will hold in the future, or that they fully explain historical behavior.[118] Regardless of the amount of change by 2100, however, sea level rise is expected to continue well beyond this century as a result of both past and future emissions from human activities.

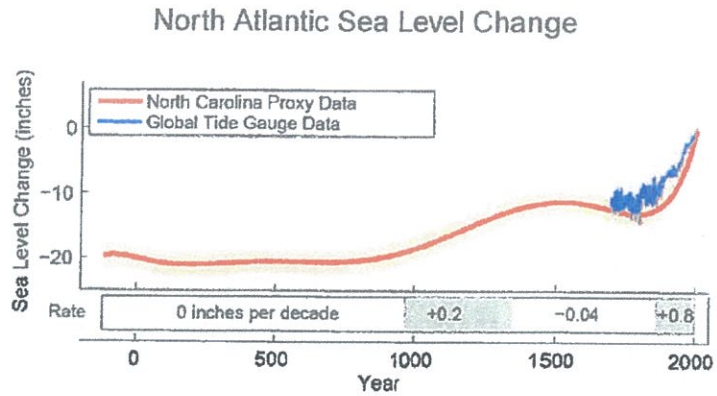


Figure 2.25. Sea level change in the North Atlantic Ocean relative to the year 2000 based on data collected from North Carolina[112] (red line, pink band shows the uncertainty range) compared with a reconstruction of global sea level rise based on tide gauge data from 1750 to present[127] (blue line). (Figure source: Adapted from Kemp et al. 2011[112]).

Scientists are working to narrow the range of sea level rise projections for this century. Recent projections show that for even the lowest emissions scenarios, thermal expansion of ocean waters[119] and the melting of small mountain glaciers[120] will result in 11 inches of sea level rise by 2100, even without any contribution from the ice sheets in Greenland and Antarctica. This suggests that about 1 foot of global sea level rise by 2100 is probably a realistic low end. On the high end, recent work suggests that 4 feet is plausible.[22,115,121] In the context of risk-based analysis, some decision makers may wish to use a wider range of scenarios, from 8 inches to 6.6 feet by 2100.[122,123] In particular, the high end of these scenarios may be useful for decision makers with a low tolerance for risk (see Figure 2.26 on global sea level rise).[122,123] Although scientists cannot yet assign likelihood to any particular scenario, in general, higher emissions scenarios that lead to more warming would be expected to lead to higher amounts of sea level rise.

Nearly 5 million people in the U.S. live within 4 feet of the local high-tide level (also known as mean higher high water). In the next several decades, storm surges and high tides could combine with sea level rise and land subsidence to further increase flooding in many of these regions.[124] Sea level rise will not stop in 2100 because the oceans take a very long time to respond to warmer conditions at the Earth's surface. Ocean waters will therefore continue to warm and sea level will continue to rise for many centuries at rates equal to or higher than that of the current century.[125] In fact, recent research has suggested that even present day carbon dioxide levels are sufficient to cause Greenland to melt completely over the next several thousand years.[126]

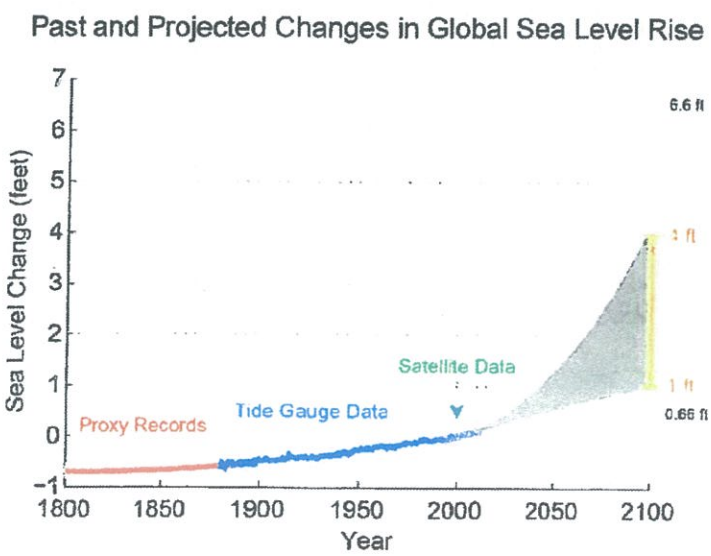


Figure 2.26. Estimated, observed, and possible future amounts of global sea level rise from 1800 to 2100, relative to the year 2000. Estimates from proxy data[112] (for example, based on sediment records) are shown in red (1800-1890, pink band shows uncertainty), tide gauge data are shown in blue for 1880-2009,[113] and satellite observations are shown in green from 1993 to 2012.[128] The future scenarios range from 0.66 feet to 6.6 feet in 2100.[123] These scenarios are not based on climate model simulations, but rather reflect the range of possible scenarios based on other scientific studies. The orange line at right shows the currently projected range of sea level rise of 1 to 4 feet by 2100, which falls within the larger risk-based scenario range. The large projected range reflects uncertainty about how glaciers and ice sheets will react to the warming ocean, the warming atmosphere, and changing winds and currents. As seen in the observations, there are year-to-year variations in the trend. (Figure source: Adapted from Parris et al. 2012,[123] with contributions from NASA Jet Propulsion Laboratory).

Key Message 11: Melting Ice

Rising temperatures are reducing ice volume and surface extent on land, lakes, and sea. This loss of ice is expected to continue. The Arctic Ocean is expected to become essentially ice free in summer before mid-century.

Rising temperatures across the U.S. have reduced lake ice, sea ice, glaciers, and seasonal snow cover over the last few decades.[111] In the Great Lakes, for example, total winter ice coverage has decreased by 63% since the early 1970s.[172] This includes the entire period since satellite data became available. When the record is extended back to 1963 using pre-satellite data,[129] the overall trend is less negative because the Great Lakes region experienced several extremely cold winters in the 1970s.

Sea ice in the Arctic has also decreased dramatically since the late 1970s, particularly in summer and autumn. Since the satellite record began in 1978, minimum Arctic sea ice extent (which occurs in early to mid-September) has decreased by more than 40%.[131] This decline is unprecedented in the historical record, and the reduction of ice volume and thickness is even greater. Ice thickness decreased by more than 50% from 1958-1976 to 2003-2008,[132] and the percentage of the March ice cover made up of thicker ice (ice that has survived a summer melt season) decreased from 75% in the mid-1980s to 45% in 2011.[133] Recent analyses indicate a decrease of 36% in autumn sea ice volume over the past decade.[134] The 2012 sea ice minimum broke the preceding record (set in 2007) by more than 200,000 square miles. Ice loss increases Arctic warming by replacing white, reflective ice with dark water that absorbs more energy from the sun. More open water can also increase snowfall over northern land areas[135] and increase the north-south meanders of the jet stream, consistent with the occurrence of unusually cold and snowy winters at mid-latitudes in several recent years.[106,135] Significant uncertainties remain at this time in interpreting the effect of Arctic ice changes on mid-latitudes.[107]

The loss of sea ice has been greater in summer than in winter. The Bering Sea, for example, has sea ice only in the winter-spring portion of the year, and shows no trend in surface area covered by ice over the past 30 years. However, seasonal ice in the Bering Sea and elsewhere in the Arctic is thin and susceptible to rapid melt during the following summer.

The seasonal pattern of observed loss of Arctic sea ice is generally consistent with simulations by global climate models, in which the extent of sea ice decreases more rapidly in summer than in winter. However, the models tend to underestimate the amount of decrease since 2007. Projections by these models indicate that the Arctic Ocean is expected to become essentially ice-free in summer before mid-century under scenarios that assume continued growth in global emissions, although sea ice would still form in winter.[136,137] Models that best match historical trends project a nearly sea ice-free Arctic in summer by the 2030s,[138] and extrapolation of the present observed trend suggests an even earlier ice-free Arctic in summer.[139] However, even during a long-term decrease, occasional temporary increases in Arctic summer sea ice can be expected over timescales of a decade or so because of natural variability.[140] The projected reduction of winter sea ice is only about 10% by 2030,[141] indicating that the Arctic will shift to a more seasonal sea ice pattern. While this ice will be thinner, it will cover much of the same area now covered by sea ice in winter.

While the Arctic is an ocean surrounded by continents, Antarctica is a continent surrounded by ocean. Nearly all of the sea ice in the Antarctic melts each summer, and changes there are more complicated than in the Arctic. While Arctic sea ice has

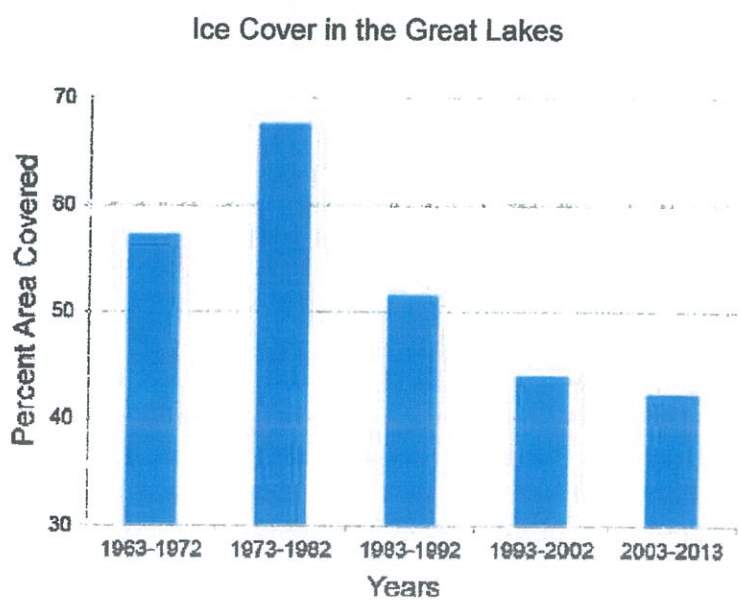


Figure 2.27. Bars show decade averages of annual maximum Great Lakes ice coverage from the winter of 1962-1963, when reliable coverage of the entire Great Lakes began, to the winter of 2012-2013. Bar labels indicate the end year of the winter; for example, 1963-1972 indicates the winter of 1962-1963 through the winter of 1971-1972. Only the most recent period includes the eleven years from 2003 to 2013. (Data updated from Bai and Wang, 2012[130]).

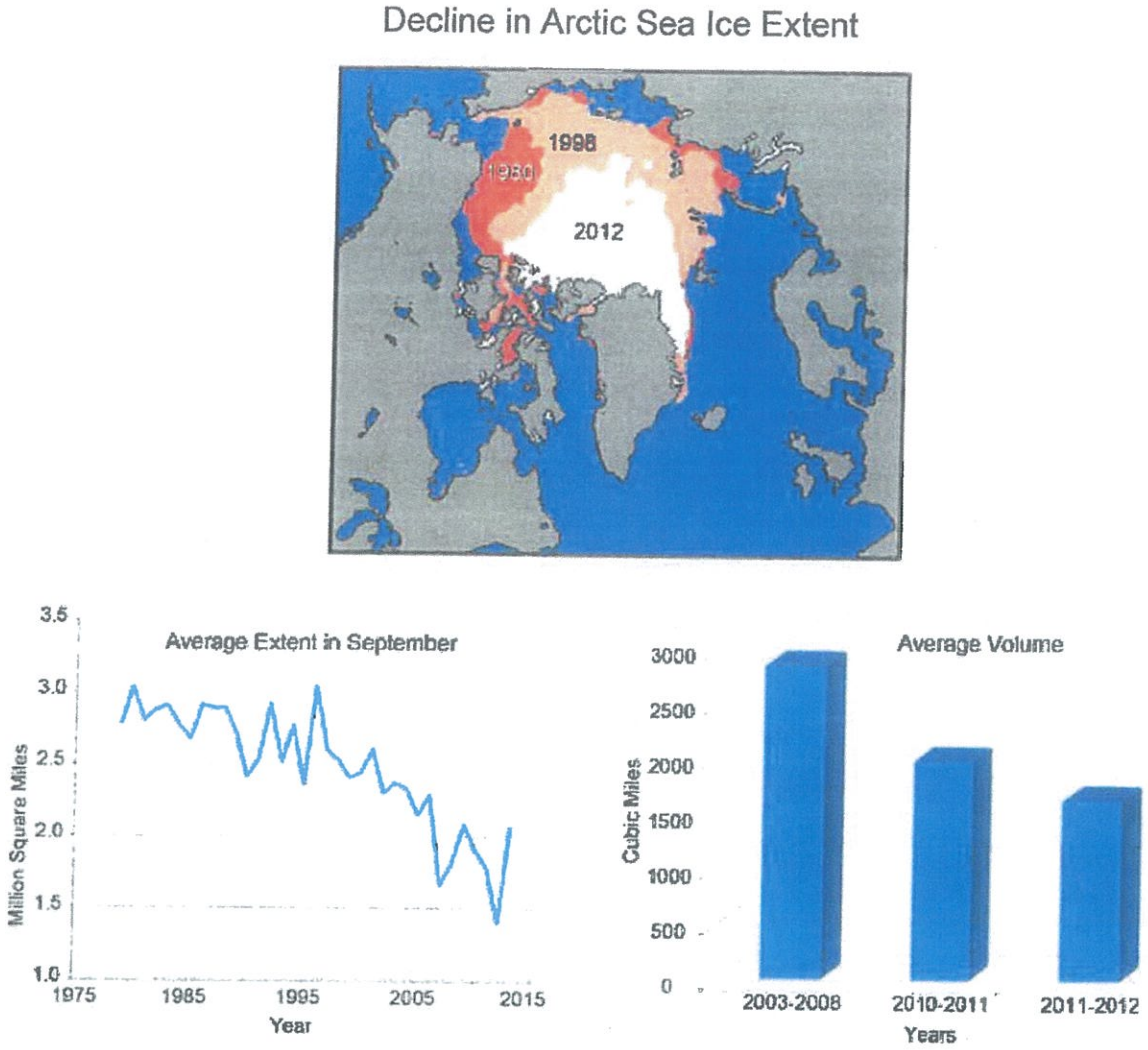


Figure 2.28. Summer Arctic sea ice has declined dramatically since satellites began measuring it in 1979. The extent of sea ice in September 2012, shown in white in the top figure, was more than 40% below the median for 1979-2000. The graph on the bottom left shows annual variations in September Arctic sea ice extent for 1979-2013. It is also notable that the ice has become much thinner in recent years, so its total volume (bottom right) has declined even more rapidly than the extent.[111] (Figure and data from National Snow and Ice Data Center).

been strongly decreasing, there has been a slight increase in sea ice in Antarctica.[142] Explanations for this include changes in winds that directly affect ice drift as well as the properties of the surrounding ocean,[143] and that winds around Antarctica may have been affected by stratospheric ozone depletion.[144]

Snow cover on land has decreased over the past several decades,[145] especially in late spring.[146] Each of five recent years (2008-2012) has set a new record for minimum snow extent in June in Eurasia, as did three of those five years in North America.

The surface of the Greenland Ice Sheet has been experiencing summer melting over increasingly large areas during the past several decades. In the decade of the 2000s, the daily melt area summed over the warm season was double the corresponding amounts of the 1970s,[147] culminating in summer surface melt that was far greater (97% of the Greenland Ice Sheet area) in 2012 than in any year since the satellite record began in 1979. More importantly, the rate of mass loss from the Greenland Ice Sheet's marine-terminating outlet glaciers has accelerated in recent decades, leading to predictions that the proportion of global sea level rise coming from Greenland will continue to increase.[148] Glaciers terminating on ice shelves and on land are also losing mass, but the rate of loss has not accelerated

over the past decade.[149] As discussed in Key Message 10, the dynamics of the Greenland Ice Sheet are generally not included in present global climate models and sea level rise projections.

Glaciers are retreating and/or thinning in Alaska and in the lower 48 states. In addition, permafrost temperatures are increasing over Alaska and much of the Arctic. Regions of discontinuous permafrost in interior Alaska (where annual average soil temperatures are already close to 32°F) are highly vulnerable to thaw. Thawing permafrost releases carbon dioxide and methane – heat-trapping gases that contribute to even more warming. Recent estimates suggest that the potential release of carbon from permafrost soils could add as much as 0.4ºF to 0.6ºF of warming by 2100.[150] Methane emissions have been detected from Alaskan lakes underlain by permafrost,[151] and measurements suggest potentially even greater releases from thawing methane hydrates in the Arctic continental shelf of the East Siberian Sea.[152] However, the response times of Arctic methane hydrates to climate change are quite long relative to methane's lifetime in the atmosphere (about a decade).[153] More generally, the importance of Arctic methane sources relative to other methane sources, such as wetlands in warmer climates, is largely unknown. The potential for a self-reinforcing feedback between permafrost thawing and additional warming contributes additional uncertainty to the high end of the range of future warming. The projections of future climate shown throughout this report do not include the additional increase in temperature associated with this thawing.

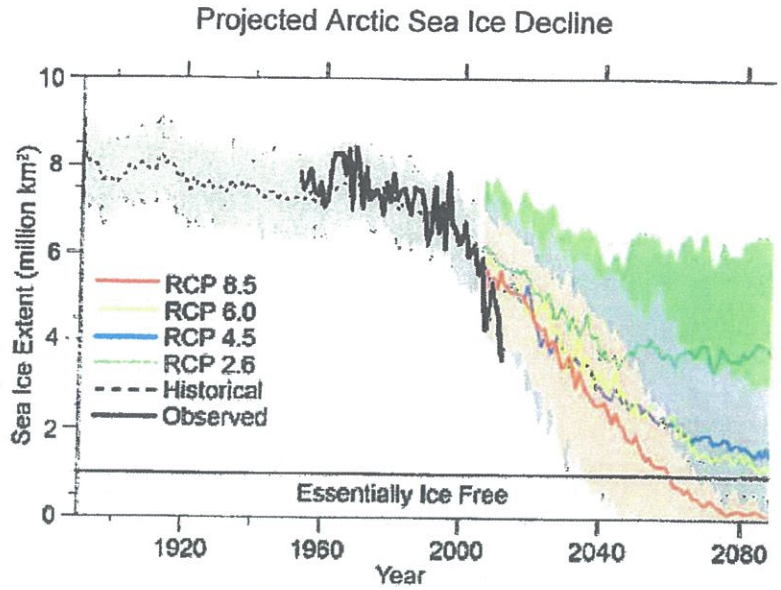


Figure 2.29. Model simulations of Arctic sea ice extent for September (1900-2100) based on observed concentrations of heat-trapping gases and particles (through 2005) and four scenarios. Colored lines for RCP scenarios are model averages (CMIP5) and lighter shades of the line colors denote ranges among models for each scenario. Dotted gray line and gray shading denotes average and range of the historical simulations through 2005. The thick black line shows observed data for 1953-2012. These newer model (CMIP5) simulations project more rapid sea ice loss compared to the previous generation of models (CMIP3) under similar forcing scenarios, although the simulated September ice losses under all scenarios still lag the observed loss of the past decade. Extrapolation of the present observed trend suggests an essentially ice-free Arctic in summer before mid-century.[139] The Arctic is considered essentially ice-free when the areal extent of ice is less than one million square kilometers. (Figure source: adapted from Stroeve et al. 2012[136])

Key Message 12: Ocean Acidification

The oceans are currently absorbing about a quarter of the carbon dioxide emitted to the atmosphere annually and are becoming more acidic as a result, leading to concerns about intensifying impacts on marine ecosystems.

As human-induced emissions of carbon dioxide (CO_2) build up in the atmosphere, excess CO_2 is dissolving into the oceans where it reacts with seawater to form carbonic acid, lowering ocean pH levels ("acidification") and threatening a number of marine ecosystems.[154] Currently, the oceans absorbs about a quarter of the CO_2 humans produce every year.[155] Over the last 250 years, the oceans have absorbed 560 billion tons of CO_2, increasing the acidity of surface waters by 30%.[156,157,158] Although the average oceanic pH can vary on interglacial timescales,[156] the current observed rate of change is roughly 50 times faster than known historical change.[159,160] Regional factors such as coastal upwelling,[161] changes in discharge rates from rivers and glaciers,[162] sea ice loss,[163] and urbanization[164] have created "ocean acidification hotspots" where changes are occurring at even faster rates.

The acidification of the oceans has already caused a suppression of carbonate ion concentrations that are critical for marine calcifying animals such as corals, zooplankton, and shellfish. Many of these animals form the foundation of the marine food

web. Today, more than a billion people worldwide rely on food from the ocean as their primary source of protein. Ocean acidification puts this important resource at risk.

Observations have shown that the northeastern Pacific Ocean, including the Arctic and sub-Arctic seas, is particularly susceptible to significant shifts in pH and calcium carbonate saturation levels. Recent analyses show that large areas of the oceans along the U.S. west coast,[157,165] the Bering Sea, and the western Arctic Ocean[158,166] will become difficult for calcifying animals within the next 50 years. In particular, animals that form calcium carbonate shells, including corals, crabs, clams, oysters, and tiny free-swimming snails called pteropods, could be particularly vulnerable, especially during the larval stage.[167,168,169]

Projections indicate that in higher emissions pathways, such as SRES A2 or RCP 8.5, current pH could be reduced from the current level of 8.1 to as low as 7.8 by the end of the century.[158] Such large changes in ocean pH have probably not been experienced on the planet for the past 100 million years, and it is unclear whether and how quickly ocean life could adapt to such rapid acidification.[159]

As Oceans Absorb CO_2, They Become More Acidic

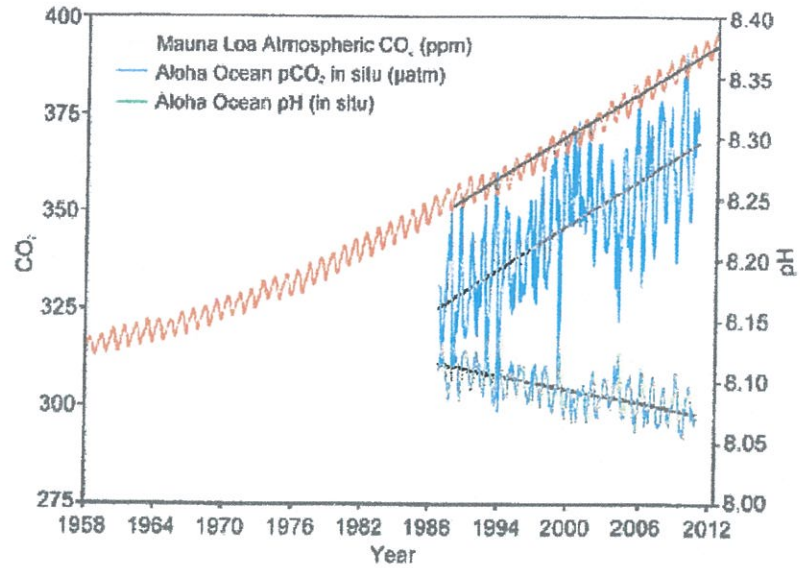


Figure 2.30. The correlation between rising levels of CO_2 in the atmosphere (red) at Mauna Loa and rising CO_2 levels (blue) and falling pH (green) in the nearby ocean at Station Aloha. As CO_2 accumulates in the ocean, the water becomes more acidic (the pH declines). (Figure source: modified from Feely et al. 2009[157]).

Shells Dissolve in Acidified Ocean Water

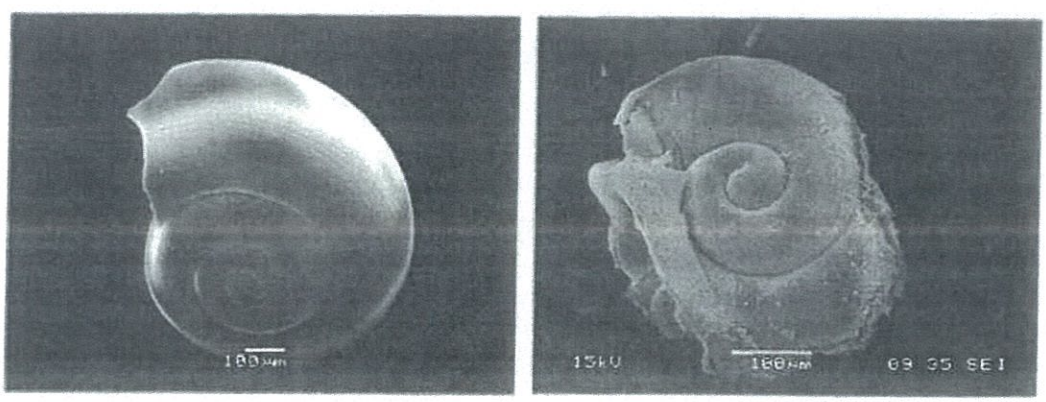


Figure 2.31. Pteropods, or "sea butterflies," are free-swimming sea snails about the size of a small pea. Pteropods are eaten by marine species ranging in size from tiny krill to whales and are an important source of food for North Pacific juvenile salmon. The photos above show what happens to a pteropod's shell in seawater that is too acidic. The left panel shows a shell collected from a live pteropod from a region in the Southern Ocean where acidity is not too high. The shell on the right is from a pteropod collected in a region where the water is more acidic (Photo credits: (left) Bednaršek et al. 2012;[168] (right) Nina Bednaršek).

References

1. Karl, T. R., J. T. Melillo, and T. C. Peterson, Eds., 2009: *Global Climate Change Impacts in the United States.* Cambridge University Press, 189 pp. [Available online at http://downloads.globalchange.gov/usimpacts/pdfs/climate-impacts-report.pdf]

2. Meehl, G. A., W. M. Washington, T. M. L. Wigley, J. M. Arblaster, and A. Dai, 2003: Solar and greenhouse gas forcing and climate response in the twentieth century. *Journal of Climate*, **16**, 426-444, doi:10.1175/1520-0442(2003)016<0426:saggfa>2.0.co;2. [Available online at http://journals.ametsoc.org doi/pdf/10.1175/1520-0442%282003%29016%3C0426%3ASAGGFA%3E2.0.CO%3B2]

3. Kennedy, J. J., P. W. Thorne, T. C. Peterson, R. A. Reudy, P. A. Stott, D. E. Parker, S. A. Good, H. A. Titchner, and K. M. Willett, 2010: How do we know the world has warmed? [in "State of the Climate in 2009"]. *Bulletin of the American Meteorological Society*, 91, S26-27, doi:10.1175/BAMS-91-7-StateoftheClimate. [Available online at http://journals.ametsoc.org/doi/abs/10.1175/BAMS-91-7-StateoftheClimate]

4. Alexander, L. V., X. Zhang, T. C. Peterson, J. Caesar, B. Gleason, A. M. G. Klein Tank, M. Haylock, D. Collins, B. Trewin, F. Rahimzadeh, A. Tagipour, K. Rupa Kumar, J. Revadekar, G. Griffiths, L. Vincent, D. B. Stephenson, J. Burn, E. Aguilar, M. Brunet, M. Taylor, M. New, P. Zhai, M. Rusticucci, and J. L. Vazquez-Aguirre, 2006: Global observed changes in daily climate extremes of temperature and precipitation. *Journal of Geophysical Research*, **111**, 22, doi:10.1029/2005JD006290. [Available online at http://www.agu.org/journals/jd/jd0605/2005JD006290/2005JD006290.pdf]

5. Gillett, N. P., V. K. Arora, G. M. Flato, J. F. Scinocca, and K. von Salzen, 2012: Improved constraints on 21st-century warming derived using 160 years of temperature observations. *Geophysical Research Letters*, **39**, 5, doi:10.1029/2011GL050226. [Available online at http://onlinelibrary.wiley.com/doi/10.1029/2011GL050226/pdf]

6. Santer, B. D., J. F. Painter, C. A. Mears, C. Doutriaux, P. Caldwell, J. M. Arblaster, P. J. Cameron-Smith, N. P. Gillett, P. J. Gleckler, J. Lanzante, J. Perlwitz, S. Solomon, P. A. Stott, K. E. Taylor, L. Terray, P. W. Thorne, M. F. Wehner, F. J. Wentz, T. M. L. Wigley, L. J. Wilcox, and C.-Z. Zou, 2013: Identifying human influences on atmospheric temperature. *Proceedings of the National Academy of Sciences*, **110**, 26-33, doi:10.1073/pnas.1210514109. [Available online at http://www.pnas.org/content/110/1/26.full.pdf+html]

7. Stott, P. A., N. P. Gillett, G. C. Hegerl, D. J. Karoly, D. A. Stone, X. Zhang, and F. Zwiers, 2010: Detection and attribution of climate change: A regional perspective. *Wiley Interdisciplinary Reviews: Climate Change*, **1**, 192-211, doi:10.1002/wcc.34.

8. IPCC, 2007: Summary for Policymakers. *Climate Change 2007: The Physical Science Basis. Contribution of Working Group I to the Fourth Assessment Report of the Intergovernmental Panel on Climate Change*, S. Solomon, D. Qin, M. Manning, Z. Chen, M. Marquis, K. B. Averyt, M. Tignor, and H. L. Miller, Eds., Cambridge University Press, 1-18. [Available online at http://www.ipcc.ch/pdf/assessment-report/ar4/wg1/ar4-wg1-spm.pdf]

9. Wigley, T. M. L., and B. D. Santer, 2013: A probabilistic quantification of the anthropogenic component of twentieth century global warming. *Climate Dynamics*, **40**, 1087-1102, doi:10.1007/s00382-012-1585-8.

10. Ashley, W. S., M. L. Bentley, and J. A. Stallins, 2012: Urban-induced thunderstorm modification in the Southeast United States. *Climatic Change*, **113**, 481-498, doi:10.1007/s10584-011-0324-1.

    DeAngelis, A., F. Dominguez, Y. Fan, A. Robock, M. D. Kustu, and D. Robinson, 2010: Evidence of enhanced precipitation due to irrigation over the Great Plains of the United States. *Journal of Geophysical Research*, **115**, D15115, doi:10.1029/2010JD013892.

    Degu, A. M., F. Hossain, D. Niyogi, R. Pielke, Sr., J. M. Shepherd, N. Voisin, and T. Chronis, 2011: The influence of large dams on surrounding climate and precipitation patterns. *Geophysical Research Letters*, **38**, L04405, doi:10.1029/2010gl046482. [Available online at http://onlinelibrary.wiley.com/doi/10.1029/2010GL046482/pdf]

    Lo, M.-H., and J. S. Famiglietti, 2013: Irrigation in California's Central Valley strengthens the southwestern U.S. water cycle. *Geophysical Research Letters*, **40**, 301-306, doi:10.1002/grl.50108. [Available online at http://onlinelibrary.wiley.com/doi/10.1002/grl.50108/pdf]

11. PAGES 2K Consortium, 2013: Continental-scale temperature variability during the past two millennia. *Nature Geoscience*, **6**, 339-346, doi:10.1038/ngeo1797.

    Mann, M. E., Z. Zhang, M. K. Hughes, R. S. Bradley, S. K. Miller, S. Rutherford, and F. Ni, 2008: Proxy-based reconstructions of hemispheric and global surface temperature variations over the past two millennia. *Proceedings of the National Academy of Sciences*, **105**, 13252-13257, doi:10.1073/pnas.0805721105. [Available online at http://www.jstor.org/stable/pdfplus/25464030.pdf]

12. Min, S. K., X. Zhang, F. W. Zwiers, and G. C. Hegerl, 2011: Human contribution to more-intense precipitation extremes. *Nature*, **470**, 378-381, doi:10.1038/nature09763. [Available online at http://www.nature.com/nature/journal/v470/n7334/abs/nature09763.html]

13. Pall, P., T. Aina, D. A. Stone, P. A. Stott, T. Nozawa, A. G. J. Hilberts, D. Lohmann, and M. R. Allen, 2011: Anthropogenic greenhouse gas contribution to flood risk in England and Wales in autumn 2000. *Nature*, **470**, 382-385, doi:10.1038/nature09762. [Available online at http://www.nature.com/nature/journal/v470/n7334/abs/nature09762.html]

14. Santer, B. D., C. Mears, F. J. Wentz, K. E. Taylor, P. J. Gleckler, T. M. L. Wigley, T. P. Barnett, J. S. Boyle, W. Brüggemann, N. P. Gillett, S. A. Klein, G. A. Meehl, T. Nozawa, D. W. Pierce, P. A. Stott, W. M. Washington, and M. F. Wehner, 2007: Identification of human-induced changes in atmospheric moisture content. *Proceedings of the National Academy of Sciences*, **104**, 15248-15253, doi:10.1073/pnas.0702872104. [Available online at http://sa.indiaenvironmentportal.org.in/files/file/PNAS-2007-Santer-15248-53.pdf]

15. Willett, K. M., N. P. Gillett, P. D. Jones, and P. W. Thorne, 2007: Attribution of observed surface humidity changes to human influence. *Nature*, **449**, 710-712, doi:10.1038/nature06207.

16. Gillett, N. P., and P. A. Stott, 2009: Attribution of anthropogenic influence on seasonal sea level pressure. *Geophysical Research Letters*, **36**, L23709, doi:10.1029/2009GL041269. [Available online at http://onlinelibrary.wiley.com/doi/10.1029/2009GL041269/pdf]

17. AchutaRao, K. M., B. D. Santer, P. J. Gleckler, K. E. Taylor, D. W. Pierce, T. P. Barnett, and T. M. L. Wigley, 2006: Variability of ocean heat uptake: Reconciling observations and models. *Journal of Geophysical Research*, **111**, 20, doi:10.1029/2005jc003136.

18. Deser, C., R. Knutti, S. Solomon, and A. S. Phillips, 2012: Communication of the role of natural variability in future North American climate. *Nature Climate Change*, **2**, 775-779, doi:10.1038/nclimate1562. [Available online at http://www.nature.com/nclimate/journal/v2/n11/full/nclimate1562.html?WT.ec_id=NCLIMATE-201211]

19. Easterling, D. R., and M. F. Wehner, 2009: Is the climate warming or cooling? *Geophysical Research Letters*, **36**, 3, doi:10.1029/2009GL037810. [Available online at http://onlinelibrary.wiley.com/doi/10.1029/2009GL037810/pdf]

20. Foster, G., and S. Rahmstorf, 2011: Global temperature evolution 1979-2010. *Environmental Research Letters*, **6**, 044022, doi:10.1088/1748-9326/6/4/044022. [Available online at http://iopscience.iop.org/1748-9326/6/4/044022/pdf/1748-9326_6_4_044022.pdf]

21. Knight, J., J. J. Kennedy, C. Folland, G. Harris, G. S. Jones, M. Palmer, D. Parker, A. Scaife, and P. Stott, 2009: Do global temperature trends over the last decade falsify climate predictions? [in "State of the Climate in 2008"]. *Bulletin of the American Meteorological Society*, **90**, S22-S23, doi:10.1175/BAMS-90-8-StateoftheClimate. [Available online at http://journals.ametsoc.org/doi/pdf/10.1175/BAMS-90-8-StateoftheClimate]

Santer, B. D., C. Mears, C. Doutriaux, P. Caldwell, P. J. Gleckler, T. M. L. Wigley, S. Solomon, N. P. Gillett, D. Ivanova, T. R. Karl, J. R. Lanzante, G. A. Meehl, P. A. Stott, K. E. Taylor, P. W. Thorne, M. F. Wehner, and F. J. Wentz, 2011: Separating signal and noise in atmospheric temperature changes: The importance of timescale. *Journal of Geophysical Research*, **116**, 1-19, doi:10.1029/2011JD016263. [Available online at http://xa.yimg.com/kq/groups/18383638/1244615018/name/2011JD016263.pdf]

22. Rahmstorf, S., M. Perrette, and M. Vermeer, 2012: Testing the robustness of semi-empirical sea level projections. *Climate Dynamics*, **39**, 861-875, doi:10.1007/s00382-011-1226-7.

23. Liebmann, B., R. M. Dole, C. Jones, I. Bladé, and D. Allured, 2010: Influence of choice of time period on global surface temperature trend estimates. *Bulletin of the American Meteorological Society*, **91**, 1485-1491, doi:10.1175/2010BAMS3030.1. [Available online at http://journals.ametsoc.org/doi/pdf/10.1175/2010BAMS3030.1]

24. Hansen, J., M. Sato, P. Kharecha, and K. von Schuckmann, 2011: Earth's energy imbalance and implications. *Atmospheric Chemistry and Physics*, **11**, 13421-13449, doi:10.5194/acp-11-13421-2011. [Available online at http://www.atmos-chem-phys.net/11/13421/2011/acp-11-13421-2011.pdf]

25. Bourassa, A. E., A. Robock, W. J. Randel, T. Deshler, L. A. Rieger, N. D. Lloyd, E. J. Llewellyn, and D. A. Degenstein, 2012: Large volcanic aerosol load in the stratosphere linked to Asian monsoon transport. *Science*, **337**, 78-81, doi:10.1126/science.1219371. [Available online at http://www.sciencemag.org/content/337/6090/78.abstract]

——, 2013: Response to Comments on "Large volcanic aerosol load in the stratosphere linked to Asian monsoon transport". *Science*, **339**, 647, doi:10.1126/science.1227961. [Available online at http://www.sciencemag.org/content/339/6120/647.5.abstract]

Solomon, S., J. S. Daniel, R. R. Neely, J.-P. Vernier, E. G. Dutton, and L. W. Thomason, 2011: The persistently variable "background" stratospheric aerosol layer and global climate change. *Science*, **333**, 866-870, doi:10.1126/science.1206027.

26. Hansen, J., P. Kharecha, and M. Sato, 2013: Climate forcing growth rates: Doubling down on our Faustian bargain. *Environmental Research Letters*, **8**, 011006, doi:10.1088/1748-9326/8/1/011006. [Available online at http://iopscience.iop.org/1748-9326/8/1/011006/pdf/1748-9326_8_1_011006.pdf]

27. Balmaseda, M. A., K. E. Trenberth, and E. Källén, 2013: Distinctive climate signals in reanalysis of global ocean heat content. *Geophysical Research Letters*, **40**, 1754-1759, doi:10.1002/grl.50382. [Available online at http://onlinelibrary.wiley.com/doi/10.1002/grl.50382/pdf]

28. Meehl, G. A., J. M. Arblaster, J. T. Fasullo, A. Hu, and K. E. Trenberth, 2011: Model-based evidence of deep-ocean heat uptake during surface-temperature hiatus periods. *Nature Climate Change*, **1**, 360-364, doi:10.1038/nclimate1229. [Available online at http://www.nature.com/nclimate/journal/v1/n7/pdf/nclimate1229.pdf]

29. Huber, M., and R. Knutti, 2012: Anthropogenic and natural warming inferred from changes in Earth's energy balance. *Nature Geoscience*, **5**, 31-36, doi:10.1038/ngeo1327. [Available online at http://www.nature.com/ngeo/journal/v5/n1/pdf/ngeo1327.pdf]

30. Matthews, H. D., and K. Zickfeld, 2012: Climate response to zeroed emissions of greenhouse gases and aerosols. *Nature Climate Change*, **2**, 338-341, doi:10.1038/nclimate1424. [Available online at http://www.nature.com/nclimate/journal/v2/n5/full/nclimate1424.html]

31. Hawkins, E., and R. Sutton, 2011: The potential to narrow uncertainty in projections of regional precipitation change. *Climate Dynamics*, **37**, 407-418, doi:10.1007/s00382-010-0810-6.

32. Taylor, K. E., R. J. Stouffer, and G. A. Meehl, 2012: An overview of CMIP5 and the experiment design. *Bulletin of the American Meteorological Society*, **93**, 485, doi:10.1175/BAMS-D-11-00094.1. [Available online at http://journals.ametsoc.org/doi/pdf/10.1175/BAMS-D-11-00094.1]

33. Schnellnhuber, H. J., W. P. Cramer, N. Nakicenovic, T. Wigley, and G. Yohe, 2006: *Avoiding Dangerous Climate Change*. Cambridge University Press.

34. Boberg, F., P. Berg, P. Thejll, W. Gutowski, and J. Christensen, 2009: Improved confidence in climate change projections of precipitation evaluated using daily statistics from the PRUDENCE ensemble. *Climate Dynamics*, **32**, 1097-1106, doi:10.1007/s00382-008-0446-y. [Available online at http://link.springer.com/content/pdf/10.1007%2Fs00382-008-0446-y.pdf]

Gutowski, W. J., E. S. Takle, K. A. Kozak, J. C. Patton, R. W. Arritt, and J. H. Christensen, 2007: A possible constraint on regional precipitation intensity changes under global warming. *Journal of Hydrometeorology*, **8**, 1382-1396, doi:10.1175/2007jhm817.1. [Available online at http://journals.ametsoc.org/doi/pdf/10.1175/2007JHM817.1]

Sillmann, J., V. V. Kharin, F. W. Zwiers, X. Zhang, and D. Bronaugh, 2013: Climate extremes indices in the CMIP5 multimodel ensemble: Part 2. Future climate projections. *Journal of Geophysical Research: Atmospheres*, **118**, 2473-2493, doi:10.1002/jgrd.50188. [Available online at http://onlinelibrary.wiley.com/doi/10.1002/jgrd.50188/pdf]

Sun, Y., S. Solomon, A. Dai, and R. W. Portmann, 2007: How often will it rain? *Journal of Climate*, **20**, 4801-4818, doi:10.1175/jcli4263.1. [Available online at http://journals.ametsoc.org/doi/pdf/10.1175/JCLI4263.1]

35. IPCC, 2007: *Climate Change 2007: The Physical Science Basis. Contribution of Working Group I to the Fourth Assessment Report of the Intergovernmental Panel on Climate Change.* S. Solomon, D. Qin, M. Manning, Z. Chen, M. Marquis, K. B. Averyt, M. Tignor, and H. L. Miller, Eds. Cambridge University Press, 996 pp. [Available online at http://www.ipcc.ch/publications_and_data/publications_ipcc_fourth_assessment_report_wg1_report_the_physical_science_basis.htm]

Collins, M., R. Knutti, J. M. Arblaster, J.-L. Dufresne, T. Fichefet, F. P., X. Gao, W. J. Gutowski, T. Johns, G. Krinner, M. Shongwe, C. Tebaldi, A. J. Weaver, and M. Wehner, 2013: Ch. 12: Long-term climate change: Projections, commitments and irreversibility. *Climate Change 2013: The Physical Science Basis. Contribution of Working Group I to the Fifth Assessment Report of the Intergovernmental Panel on Climate Change*, T. F. Stocker, D. Qin, G.-K. Plattner, M. Tignor, S. K. Allen, J. Boschung, Nauels, Y. Xia, V. Bex, and P. M. Midgley, Eds., Cambridge University Press, 1029-1136. [Available online at http://www.climatechange2013.org/report/review-drafts/]

36. Fall, S., D. Niyogi, A. Gluhovsky, R. A. Pielke, Sr., E. Kalnay, and G. Rochon, 2010: Impacts of land use land cover on temperature trends over the continental United States: Assessment using the North American Regional Reanalysis. *International Journal of Climatology*, **30**, 1980-1993, doi:10.1002/joc.1996. [Available online at http://onlinelibrary.wiley.com/doi/10.1002/joc.1996/pdf]

Menne, M. J., C. N. Williams, Jr., and M. A. Palecki, 2010: On the reliability of the U.S. surface temperature record. *Journal of Geophysical Research*, **115**, 9, doi:10.1029/2009JD013094. [Available online at http://onlinelibrary.wiley.com/doi/10.1029/2009JD013094/pdf]

Menne, M. J., C. N. Williams, Jr., and R. S. Vose, 2009: The US Historical Climatology Network monthly temperature data, version 2. *Bulletin of the American Meteorological Society*, **90**, 993-1007, doi:10.1175/2008BAMS2613.1. [Available online at http://journals.ametsoc.org/doi/pdf/10.1175/2008BAMS2613.1]

Menne, M. J., and C. N. Williams, Jr., 2009: Homogenization of temperature series via pairwise comparisons. *Journal of Climate*, **22**, 1700-1717, doi:10.1175/2008JCLI2263.1. [Available online at http://journals.ametsoc.org/doi/abs/10.1175/2008JCLI2263.1]

37. Fall, S., A. Watts, J. Nielsen-Gammon, E. Jones, D. Niyogi, J. R. Christy, and R. A. Pielke, Sr., 2011: Analysis of the impacts of station exposure on the US Historical Climatology Network temperatures and temperature trends. *Journal of Geophysical Research*, **116**, D14120, doi:10.1029/2010JD015146.

Vose, R. S., S. Applequist, M. J. Menne, C. N. Williams, Jr., and P. Thorne, 2012: An intercomparison of temperature trends in the US Historical Climatology Network and recent atmospheric reanalyses. *Geophysical Research Letters*, **39**, 6, doi:10.1029/2012GL051387. [Available online at http://onlinelibrary.wiley.com/doi/10.1029/2012GL051387/pdf]

38. Williams, C. N., M. J. Menne, and P. W. Thorne, 2012: Benchmarking the performance of pairwise homogenization of surface temperatures in the United States. *Journal of Geophysical Research*, **117**, 16, doi:10.1029/2011JD016761.

39. Leibensperger, E. M., L. J. Mickley, D. J. Jacob, W. T. Chen, J. H. Seinfeld, A. Nenes, P. J. Adams, D. G. Streets, N. Kumar, and D. Rind, 2012: Climatic effects of 1950-2050 changes in US anthropogenic aerosols - Part 1: Aerosol trends and radiative forcing. *Atmospheric Chemistry and Physics* **12**, 3333-3348, doi:10.5194/acp-12-3333-2012. [Available online at http://atmos-chem-phys.net/12/3333/2012/acp-12-3333-2012.pdf]

40. EPA, 2012: Climate Change Indicators in the United States, 2nd Edition, 84 pp., U.S. Environmental Protection Agency, Washington, D.C. [Available online at http://www.epa.gov/climatechange/pdfs/climateindicators-full-2012.pdf]

41. Dragoni, D., H. P. Schmid, C. A. Wayson, H. Potter, C. S. B. Grimmond, and J. C. Randolph, 2011: Evidence of increased net ecosystem productivity associated with a longer vegetated season in a deciduous forest in south-central Indiana, USA. *Global Change Biology*, **17**, 886-897, doi:10.1111/j.1365-2486.2010.02281.x.

42. McMahon, S. M., G. G. Parker, and D. R. Miller, 2010: Evidence for a recent increase in forest growth. *Proceedings of the National Academy of Sciences*, **107**, 3611-3615, doi:10.1073/pnas.0912376107. [Available online at http://www.pnas.org/content/early/2010/02/02/0912376107.full.pdf+html]

43. Jeong, S. J., C. H. Ho, H. J. Gim, and M. E. Brown, 2011: Phenology shifts at start vs. end of growing season in temperate vegetation over the Northern Hemisphere for the period 1982-2008. *Global Change Biology*, **17**, 2385-2399, doi:10.1111/j.1365-2486.2011.02397.x. [Available online at http://onlinelibrary.wiley.com/doi/10.1111/j.1365-2486.2011.02397.x/pdf]

44. Peñuelas, J., T. Rutishauser, and I. Filella, 2009: Phenology feedbacks on climate change. *Science*, **324**, 887-888, doi:10.1126/science.1173004. [Available online at http://www.sciencemag.org/content/324/5929/887.short]

45. Ziska, L., K. Knowlton, C. Rogers, D. Dalan, N. Tierney, M. A. Elder, W. Filley, J. Shropshire, L. B. Ford, C. Hedberg, P. Fleetwood, K. T. Hovanky, T. Kavanaugh, G. Fulford, R. F. Vrtis, J. A. Patz, J. Portnoy, F. Coates, L. Bielory, and D. Frenz, 2011: Recent warming by latitude associated with increased length of ragweed pollen season in central North America. *Proceedings of the National Academy of Sciences*, **108**, 4248-4251, doi:10.1073/pnas.1014107108. [Available online at http://www.pnas.org/content/108/10/4248.full.pdf+html]

46. Hu, J. I. A., D. J. P. Moore, S. P. Burns, and R. K. Monson, 2010: Longer growing seasons lead to less carbon sequestration by a subalpine forest. *Global Change Biology*, **16**, 771-783, doi:10.1111/j.1365-2486.2009.01967.x. [Available online at http://onlinelibrary.wiley.com/doi/10.1111/j.1365-2486.2009.01967.x/pdf]

47. McRoberts, D. B., and J. W. Nielsen-Gammon, 2011: A new homogenized climate division precipitation dataset for analysis of climate variability and climate change. *Journal of Applied Meteorology and Climatology*, **50**, 1187-1199, doi:10.1175/2010JAMC2626.1. [Available online at http://journals.ametsoc.org/doi/pdf/10.1175/2010JAMC2626.1]

48. Peterson, T. C., R. R. Heim, R. Hirsch, D. P. Kaiser, H. Brooks, N. S. Diffenbaugh, R. M. Dole, J. P. Giovannettone, K. Guirguis, T. R. Karl, R. W. Katz, K. Kunkel, D. Lettenmaier, G. J. McCabe, C. J. Paciorek, K. R. Ryberg, S. Schubert, V. B. S. Silva, B. C. Stewart, A. V. Vecchia, G. Villarini, R. S. Vose, J. Walsh, M. Wehner, D. Wolock, K. Wolter, C. A. Woodhouse, and D. Wuebbles, 2013: Monitoring and understanding changes in heat waves, cold waves, floods and droughts in the United States: State of knowledge. *Bulletin of the American Meteorological Society*, **94**, 821-834, doi:10.1175/BAMS-D-12-00066.1. [Available online at http://journals.ametsoc.org/doi/pdf/10.1175/BAMS-D-12-00066.1]

49. Groisman, P. Y., R. W. Knight, and T. R. Karl, 2012: Changes in intense precipitation over the central United States. *Journal of Hydrometeorology*, **13**, 47-66, doi:10.1175/JHM-D-11-039.1. [Available online at http://journals.ametsoc.org/doi/pdf/10.1175/JHM-D-11-039.1]

Higgins, R. W., and V. E. Kousky, 2013: Changes in observed daily precipitation over the United States between 1950–79 and 1980–2009. *Journal of Hydrometeorology*, **14**, 105-121, doi:10.1175/jhm-d-12-062.1. [Available online at http://journals.ametsoc.org/doi/pdf/10.1175/JHM-D-12-062.1]

50. Held, I. M., and B. J. Soden, 2006: Robust responses of the hydrological cycle to global warming. *Journal of Climate*, **19**, 5686-5699, doi:10.1175/jcli3990.1. [Available online at http://journals.ametsoc.org/doi/pdf/10.1175/JCLI3990.1]

51. Dai, A., 2006: Recent climatology, variability, and trends in global surface humidity. *Journal of Climate*, **19**, 3589-3606, doi:10.1175/JCLI3816.1. [Available online at http://journals.ametsoc.org/doi/pdf/10.1175/JCLI3816.1]

Simmons, A. J., K. M. Willett, P. D. Jones, P. W. Thorne, and D. P. Dee, 2010: Low-frequency variations in surface atmospheric humidity, temperature, and precipitation: Inferences from reanalyses and monthly gridded observational data sets. *Journal of Geophysical Research*, **115**, 1-21, doi:10.1029/2009JD012442.

Willett, K. M., P. D. Jones, N. P. Gillett, and P. W. Thorne, 2008: Recent changes in surface humidity: Development of the HadCRUH dataset. *Journal of Climate*, **21**, 5364-5383, doi:10.1175/2008JCLI2274.1.

52. Kunkel, K. E., T. R. Karl, H. Brooks, J. Kossin, J. Lawrimore, D. Arndt, L. Bosart, D. Changnon, S. L. Cutter, N. Doesken, K. Emanuel, P. Ya. Groisman, R. W. Katz, T. Knutson, J. O'Brien, C. J. Paciorek, T. C. Peterson, K. Redmond, D. Robinson, J. Trapp, R. Vose, S. Weaver, M. Wehner, K. Wolter, and D. Wuebbles, 2013: Monitoring and understanding trends in extreme storms: State of knowledge. *Bulletin of the American Meteorological Society*, **94**, doi:10.1175/BAMS-D-11-00262.1. [Available online at http://journals.ametsoc.org/doi/pdf/10.1175/BAMS-D-11-00262.1]

53. Balling, R. C., Jr., and G. B. Goodrich, 2011: Spatial analysis of variations in precipitation intensity in the USA. *Theoretical and Applied Climatology*, **104**, 415-421, doi:10.1007/s00704-010-0353-0.

54. Wehner, M. F., 2013: Very extreme seasonal precipitation in the NARCCAP ensemble: Model performance and projections. *Climate Dynamics*, **40**, 59-80, doi:10.1007/s00382-012-1393-1.

55. Wuebbles, D. J., G. Meehl, K. Hayhoe, T. R. Karl, K. Kunkel, B. Santer, M. Wehner, B. Colle, E. M. Fischer, R. Fu, A. Goodman, E. Janssen, H. Lee, W. Li, L. N. Long, S. Olsen, A. J. Sheffield, and L. Sun, 2013: CMIP5 climate model analyses: Climate extremes in the United States. *Bulletin of the American Meteorological Society*, **in press**, doi:10.1175/BAMS-D-12-00172.1. [Available online at http://journals.ametsoc.org/doi/pdf/10.1175/BAMS-D-12-00172.1]

56. Schwalm, C. R., C. A. Williams, K. Schaefer, D. Baldocchi, T. A. Black, A. H. Goldstein, B. E. Law, W. C. Oechel, K. T. Paw, and R. L. Scott, 2012: Reduction in carbon uptake during turn of the century drought in western North America. *Nature Geoscience*, **5**, 551-556, doi:10.1038/ngeo1529. [Available online at http://ir.library.oregonstate.edu/xmlui/bitstream/handle/1957/33148/LawBeverlyForestryReductionCarbonUptake.pdf?sequence=1]

57. Cook, B. I., R. L. Miller, and R. Seager, 2009: Amplification of the North American "Dust Bowl" drought through human-induced land degradation. *Proceedings of the National Academy of Sciences*, **106**, 4997-5001, doi:10.1073/pnas.0810200106. [Available online at http://www.pnas.org/content/106/13/4997.full.pdf+html]

58. Kunkel, K. E., P. D. Bromirski, H. E. Brooks, T. Cavazos, A. V. Douglas, D. R. Easterling, K. A. Emanuel, P. Y. Groisman, G. J. Holland, T. R. Knutson, J. P. Kossin, P. D. Komar, D. H. Levinson, and R. L. Smith, 2008: Ch. 2: Observed changes in weather and climate extremes. *Weather and Climate Extremes in a Changing Climate. Regions of Focus: North America, Hawaii, Caribbean, and U.S. Pacific Islands. A Report by the U.S. Climate Change Science Program and the Subcommittee on Global Change Research*, T. R. Karl, G. A. Meehl, C. D. Miller, S. J. Hassol, A. M. Waple, and W. L. Murray, Eds., 35-80. [Available online at http://downloads.climatescience.gov/sap/sap3-3/sap3-3-final-all.pdf]

59. Karl, T. R., B. E. Gleason, M. J. Menne, J. R. McMahon, R. R. Heim, Jr., M. J. Brewer, K. E. Kunkel, D. S. Arndt, J. L. Privette, J. J. Bates, P. Y. Groisman, and D. R. Easterling, 2012: U.S. temperature and drought: Recent anomalies and trends. *Eos, Transactions, American Geophysical Union*, **93**, 473-474, doi:10.1029/2012EO470001. [Available online at http://onlinelibrary.wiley.com/doi/10.1029/2012EO470001/pdf]

60. Meehl, G. A., C. Tebaldi, G. Walton, D. Easterling, and L. McDaniel, 2009: Relative increase of record high maximum temperatures compared to record low minimum temperatures in the US. *Geophysical Research Letters*, **36**, L23701, doi:10.1029/2009GL040736. [Available online at http://onlinelibrary.wiley.com/doi/10.1029/2009GL040736/pdf]

61. Easterling, D. R., B. Horton, P. D. Jones, T. C. Peterson, T. R. Karl, D. E. Parker, M. J. Salinger, V. Razuvayev, N. Plummer, P. Jamason, and C. K. Folland, 1997: Maximum and minimum temperature trends for the globe. *Science*, **277**, 364-367, doi:10.1126/science.277.5324.364.

McNider, R. T., G. J. Steeneveld, A. A. M. Holtslag, R. A. Pielke, Sr., S. Mackaro, A. Pour-Biazar, J. Walters, U. Nair, and J. Christy, 2012: Response and sensitivity of the nocturnal boundary layer over land to added longwave radiative forcing. *Journal of Geophysical Research*, **117**, D14106, doi:10.1029/2012JD017578. [Available online at http://onlinelibrary.wiley.com/doi/10.1029/2012JD017578/pdf]

Vose, R. S., D. R. Easterling, and B. Gleason, 2005: Maximum and minimum temperature trends for the globe: An update through 2004. *Geophysical Research Letters*, **32**, L23822, doi:10.1029/2005GL024379.

62. Trenberth, K. E., 2011: Changes in precipitation with climate change. *Climate Research*, **47**, 123-138, doi:10.3354/cr00953.

63. Trenberth, K. E., and J. T. Fasullo, 2012: Climate extremes and climate change: The Russian heat wave and other climate extremes of 2010. *Journal of Geophysical Research: Atmospheres*, **117**, D17103, doi:10.1029/2012JD018020. [Available online at http://onlinelibrary.wiley.com/doi/10.1029/2012JD018020/pdf]

64. Meehl, G. A., T. F. Stocker, W. D. Collins, P. Friedlingstein, A. T. Gaye, J. M. Gregory, A. Kitoh, R. Knutti, J. M. Murphy, A. Noda, S. C. B. Raper, I. G. Watterson, A. J. Weaver, and Z.-C.Zhao, 2007: Ch. 10: Global climate projections. *Climate Change 2007: The Physical Science basis: Contribution of Working Group I to the Fourth Assessment Report of the Intergovernmental Panel on Climate Change*, S. Solomon, D. Qin, M. Manning, Z. Chen, M. Marquis, K. B. Averyt, M. Tignor, and H. L. Miller, Eds., Cambridge University Press, 747-845. [Available online at http://www.ipcc.ch/pdf/assessment-report/ar4/wg1/ar4-wg1-chapter10.pdf]

65. Rupp, D. E., P. W. Mote, N. Massey, C. J. Rye, R. Jones, and M. R. Allen, 2012: Did human influence on climate make the 2011 Texas drought more probable? Explaining extreme events of 2011 from a climate perspective. *Bulletin of the American Meteorological Society*, T. C. Peterson, P. A. Stott, and S. Herring, Eds., 1052-1054. [Available online at http://journals.ametsoc.org/doi/pdf/10.1175/BAMS-D-12-00021.1]

66. Christidis, N., P. A. Stott, and S. J. Brown, 2011: The role of human activity in the recent warming of extremely warm daytime temperatures. *Journal of Climate*, **24**, 1922-1930, doi:10.1175/2011JCLI4150.1.

67. Duffy, P. B., and C. Tebaldi, 2012: Increasing prevalence of extreme summer temperatures in the U.S. *Climatic Change*, **111**, 487-495, doi:10.1007/s10584-012-0396-6.

68. Hoerling, M., M. Chen, R. Dole, J. Eischeid, A. Kumar, J. W. Nielsen-Gammon, P. Pegion, J. Perlwitz, X.-W. Quan, and T. Zhang, 2013: Anatomy of an extreme event. *Journal of Climate*, **26**, 2811–2832, doi:10.1175/JCLI-D-12-00270.1. [Available online at http://journals.ametsoc.org/doi/pdf/10.1175/JCLI-D-12-00270.1]

69. Karl, T. R., G. A. Meehl, T. C. Peterson, K. E. Kunkel, W. J. Gutowski, Jr., and D. R. Easterling, 2008: Executive Summary. Weather and Climate Extremes in a Changing Climate. Regions of Focus: North America, Hawaii, Caribbean, and US Pacific Islands. A Report by the U.S. Climate Change Science Program and the Subcommittee on Global Change Research, T. R. Karl, G. A. Meehl, C. D. Miller, S. J. Hassol, A. M. Waple, and W. L. Murray, Eds., 1-9. [Available online at http://library.globalchange.gov/sap-3-3-weather-and-climate-extremes-in-a-changing-climate]

70. Kharin, V. V., F. W. Zwiers, X. Zhang, and M. Wehner, 2013: Changes in temperature and precipitation extremes in the CMIP5 ensemble. *Climatic Change*, **119**, 345-357, doi:10.1007/s10584-013-0705-8.

71. Hirsch, R. M., and K. R. Ryberg, 2012: Has the magnitude of floods across the USA changed with global CO_2 levels? *Hydrological Sciences Journal*, **57**, 1-9, doi:10.1080/02626667.2011.621895. [Available online at http://www.tandfonline.com/doi/abs/10.1080/02626667.2011.621895]

Villarini, G., F. Serinaldi, J. A. Smith, and W. F. Krajewski, 2009: On the stationarity of annual flood peaks in the continental United States during the 20th century. *Water Resources Research*, **45**, W08417, doi:10.1029/2008wr007645. [Available online at http://onlinelibrary.wiley.com/doi/10.1029/2008WR007645/pdf]

Villarini, G., and J. A. Smith, 2010: Flood peak distributions for the eastern United States. *Water Resources Research*, **46**, W06504, doi:10.1029/2009wr008395. [Available online at http://onlinelibrary.wiley.com/doi/10.1029/2009WR008395/pdf]

Villarini, G., J. A. Smith, M. L. Baeck, and W. F. Krajewski, 2011: Examining flood frequency distributions in the Midwest U.S. *JAWRA Journal of the American Water Resources Association*, **47**, 447-463, doi:10.1111/j.1752-1688.2011.00540.x. [Available online at http://onlinelibrary.wiley.com/doi/10.1111/j.1752-1688.2011.00540.x/pdf]

72. Sheffield, J., E. F. Wood, and M. L. Roderick, 2012: Little change in global drought over the past 60 years. *Nature*, **491**, 435-438, doi:10.1038/nature11575. [Available online at http://www.nature.com/nature/journal/v491/n7424/pdf/nature11575.pdf]

73. Mueller, B., and S. I. Seneviratne, 2012: Hot days induced by precipitation deficits at the global scale. *Proceedings of the National Academy of Sciences*, **109**, 12398-12403, doi:10.1073/pnas.1204330109. [Available online at http://www.pnas.org/content/109/31/12398.full.pdf+html]

74. Cayan, D. R., T. Das, D. W. Pierce, T. P. Barnett, M. Tyree, and A. Gershunov, 2010: Future dryness in the southwest US and the hydrology of the early 21st century drought. *Proceedings of the National Academy of Sciences*, **107**, 21271-21276, doi:10.1073/pnas.0912391107. [Available online at http://www.pnas.org/content/early/2010/12/06/0912391107.full.pdf+html]

75. Dai, A., 2012: Increasing drought under global warming in observations and models. *Nature Climate Change*, **3**, 52-58, doi:10.1038/nclimate1633. [Available online at http://www.nature.com/nclimate/journal/vaop/ncurrent/full/nclimate1633.html?utm_source=feedblitz&utm_medium=FeedBlitzEmail&utm_content=559845&utm_campaign=0]

76. Hoerling, M. P., J. K. Eischeid, X.-W. Quan, H. F. Diaz, R. S. Webb, R. M. Dole, and D. R. Easterling, 2012: Is a transition to semi-permanent drought conditions imminent in the Great Plains? *Journal of Climate*, **25**, 8380–8386, doi:10.1175/JCLI-D-12-00449.1. [Available online at http://journals.ametsoc.org/doi/pdf/10.1175/JCLI-D-12-00449.1]

Wehner, M., D. R. Easterling, J. H. Lawrimore, R. R. Heim Jr, R. S. Vose, and B. D. Santer, 2011: Projections of future drought in the continental United States and Mexico. *Journal of Hydrometeorology*, **12**, 1359-1377, doi:10.1175/2011JHM1351.1. [Available online at http://journals.ametsoc.org/doi/abs/10.1175/2011JHM1351.1]

77. Liang, X., D. P. Lettenmaier, E. F. Wood, and S. J. Burges, 1994: A simple hydrologically based model of land surface water and energy fluxes for general circulation models. *Journal of Geophysical Research*, **99**, 14415-14428, doi:10.1029/94JD00483. [Available online at http://onlinelibrary.wiley.com/doi/10.1029/94JD00483/pdf]

Liang, X., E. F. Wood, and D. P. Lettenmaier, 1996: Surface soil moisture parameterization of the VIC-2L model: Evaluation and modification. *Global and Planetary Change*, **13**, 195-206, doi:10.1016/0921-8181(95)00046-1.

Maurer, E. P., A. W. Wood, J. C. Adam, D. P. Lettenmaier, and B. Nijssen, 2002: A long-term hydrologically based dataset of land surface fluxes and states for the conterminous United States. *Journal of Climate*, **15**, 3237-3251, doi:10.1175/1520-0442(2002)015<3237:ALTHBD>2.0.CO;2. [Available online at http://journals.ametsoc.org/doi/pdf/10.1175/1520-0442(2002)015%3C3237%3AALTHBD%3E2.0.CO%3B2]

Nijssen, B., D. P. Lettenmaier, X. Liang, S. W. Wetzel, and E. F. Wood, 1997: Streamflow simulation for continental-scale river basins. *Water Resources Research*, **33**, 711-724, doi:10.1029/96WR03517. [Available online at http://www.agu.org/pubs/crossref/1997/96WR03517.shtml]

Wood, A. W., A. Kumar, and D. P. Lettenmaier, 2005: A retrospective assessment of National Centers for Environmental Prediction climate model–based ensemble hydrologic forecasting in the western United States. *Journal of Geophysical Research*, **110**, 16, doi:10.1029/2004JD004508.

Wood, A. W., and D. P. Lettenmaier, 2006: A test bed for new seasonal hydrologic forecasting approaches in the western United States. *Bulletin of the American Meteorological Society*, **87**, 1699-1712, doi:10.1175/BAMS-87-12-1699.

78. Bell, G. D., E. S. Blake, C. W. Landsea, T. B. Kimberlain, S. B. Goldenberg, J. Schemm, and R. J. Pasch, 2012: [Tropical cyclones] Atlantic basin [in "State of the Climate in 2011"]. *Bulletin of the American Meteorological Society*, **93**, S99-S105, doi:10.1175/2012BAMSStateoftheClimate.1. [Available online at http://www1.ncdc.noaa.gov/pub/data/cmb/bams-sotc/climate-assessment-2011-lo-rez.pdf]

Bender, M. A., T. R. Knutson, R. E. Tuleya, J. J. Sirutis, G. A. Vecchi, S. T. Garner, and I. M. Held, 2010: Modeled impact of anthropogenic warming on the frequency of intense Atlantic hurricanes. *Science*, **327**, 454-458, doi:10.1126/science.1180568.

Emanuel, K., 2007: Environmental factors affecting tropical cyclone power dissipation. *Journal of Climate*, **20**, 5497-5509, doi:10.1175/2007JCLI1571.1.

79. Landsea, C. W., and J. L. Franklin, 2013: Atlantic hurricane database uncertainty and presentation of a new database format. *Monthly Weather Review*, **141**, 3576-3592, doi:10.1175/MWR-D-12-00254.1. [Available online at http://journals.ametsoc.org/doi/pdf/10.1175/MWR-D-12-00254.1]

Torn, R. D., and C. Snyder, 2012: Uncertainty of tropical cyclone best-track information. *Weather and Forecasting*, **27**, 715-729, doi:10.1175/waf-d-11-00085.1. [Available online at http://journals.ametsoc.org/doi/pdf/10.1175/WAF-D-11-00085.1]

80. Camargo, S. J., M. Ting, and Y. Kushnir, 2013: Influence of local and remote SST on North Atlantic tropical cyclone potential intensity. *Climate Dynamics*, **40**, 1515-1529, doi:10.1007/s00382-012-1536-4.

81. Ting, M., Y. Kushnir, R. Seager, and C. Li, 2009: Forced and internal twentieth-century SST Trends in the North Atlantic. *Journal of Climate*, **22**, 1469-1481, doi:10.1175/2008JCLI2561.1.

Zhang, R., T. L. Delworth, R. Sutton, D. L. R. Hodson, K. W. Dixon, I. M. Held, Y. Kushnir, J. Marshall, Y. Ming, R. Msadek, J. Robson, A. J. Rosati, M. Ting, and G. A. Vecchi, 2013: Have aerosols caused the observed Atlantic multidecadal variability? *Journal of the Atmospheric Sciences*, **70**, 1135-1144, doi:10.1175/jas-d-12-0331.1.

82. Booth, B. B. B., N. J. Dunstone, P. R. Halloran, T. Andrews, and N. Bellouin, 2012: Aerosols implicated as a prime driver of twentieth-century North Atlantic climate variability. *Nature*, **484**, 228-232, doi:10.1038/nature10946.

Mann, M. E., and K. A. Emanuel, 2006: Atlantic hurricane trends linked to climate change. *Eos, Transactions, American Geophysical Union*, **87**, 233-244, doi:10.1029/2006EO240001. [Available online at http://onlinelibrary.wiley.com/doi/10.1029/2006EO240001/pdf]

83. Emanuel, K., and A. Sobel, 2013: Response of tropical sea surface temperature, precipitation, and tropical cyclone-related variables to changes in global and local forcing. *Journal of Advances in Modeling Earth Systems*, **5**, 447-458, doi:10.1002/jame.20032. [Available online at http://onlinelibrary.wiley.com/doi/10.1002/jame.20032/pdf]

Zhang, R., and T. L. Delworth, 2009: A new method for attributing climate variations over the Atlantic Hurricane Basin's main development region. *Geophysical Research Letters*, **36**, 5, doi:10.1029/2009GL037260.

84. Ramsay, H. A., and A. H. Sobel, 2011: Effects of relative and absolute sea surface temperature on tropical cyclone potential intensity using a single-column model. *Journal of Climate*, **24**, 183-193, doi:10.1175/2010jcli3690.1. [Available online at http://journals.ametsoc.org/doi/pdf/10.1175/2010JCLI3690.1]

Vecchi, G. A., A. Clement, and B. J. Soden, 2008: Examining the tropical Pacific's response to global warming. *Eos, Transactions, American Geophysical Union*, **89**, 81-83, doi:10.1029/2008EO090002.

Vecchi, G. A., and B. J. Soden, 2007: Effect of remote sea surface temperature change on tropical cyclone potential intensity. *Nature*, **450**, 1066-1070, doi:10.1038/nature06423.

85. Kossin, J. P., S. J. Camargo, and M. Sitkowski, 2010: Climate modulation of North Atlantic hurricane tracks. *Journal of Climate*, **23**, 3057-3076, doi:10.1175/2010jcli3497.1. [Available online at http://journals.ametsoc.org/doi/pdf/10.1175/2010JCLI3497.1]

86. Wang, C., H. Liu, S.-K. Lee, and R. Atlas, 2011: Impact of the Atlantic warm pool on United States landfalling hurricanes. *Geophysical Research Letters*, **38**, L19702, doi:10.1029/2011gl049265. [Available online at http://onlinelibrary.wiley.com/doi/10.1029/2011GL049265/pdf]

87. Knutson, T. R., J. L. McBride, J. Chan, K. Emanuel, G. Holland, C. Landsea, I. Held, J. P. Kossin, A. K. Srivastava, and M. Sugi, 2010: Tropical cyclones and climate change. *Nature Geoscience*, **3**, 157-163, doi:10.1038/ngeo779.

88. Villarini, G., G. A. Vecchi, and J. A. Smith, 2012: U.S. landfalling and North Atlantic hurricanes: Statistical modeling of their frequencies and ratios. *Monthly Weather Review*, **140**, 44-65, doi:10.1175/mwr-d-11-00063.1. [Available online at http://journals.ametsoc.org/doi/pdf/10.1175/MWR-D-11-00063.1]

Weinkle, J., R. Maue, and R. Pielke, Jr., 2012: Historical global tropical cyclone landfalls. *Journal of Climate*, **25**, 4729-4735, doi:10.1175/jcli-d-11-00719.1. [Available online at http://journals.ametsoc.org/doi/pdf/10.1175/JCLI-D-11-00719.1]

89. Murakami, H., and B. Wang, 2010: Future change of North Atlantic tropical cyclone tracks: Projection by a 20-km-mesh global atmospheric model. *Journal of Climate*, **23**, 2699-2721, doi:10.1175/2010jcli3338.1. [Available online at http://journals.ametsoc.org/doi/pdf/10.1175/2010JCLI3338.1]

90. Knutson, T. R., J. J. Sirutis, G. A. Vecchi, S. Garner, M. Zhao, H.-S. Kim, M. Bender, R. E. Tuleya, I. M. Held, and G. Villarini, 2013: Dynamical downscaling projections of twenty-first-century Atlantic hurricane activity: CMIP3 and CMIP5 model-based scenarios. *Journal of Climate*, **27**, 6591-6617, doi:10.1175/jcli-d-12-00539.1. [Available online at http://journals.ametsoc.org/doi/abs/10.1175/JCLI-D-12-00539.1]

91. Seneviratne, S. I., N. Nicholls, D. Easterling, C. M. Goodess, S. Kanae, J. Kossin, Y. Luo, J. Marengo, K. McInnes, M. Rahimi, M. Reichstein, A. Sorteberg, C. Vera, and X. Zhang, 2012: Ch. 3: Changes in climate extremes and their impacts on the natural physical environment. *Managing the Risks of Extreme Events and Disasters to Advance Climate Change Adaptation. A Special Report of Working Groups I and II of the Intergovernmental Panel on Climate Change (IPCC)*, C. B. Field, V. Barros, T. F. Stocker, Q. Dahe, D. J. Dokken, K. L. Ebi, M. D. Mastrandrea, K. J. Mach, G.-K. Plattner, S. K. Allen, M. Tignor, and P. M. Midgley, Eds., Cambridge University Press, 109-230.

92. Knapp, K. R., M. C. Kruk, D. H. Levinson, H. J. Diamond, and C. J. Neumann, 2010: The International Best Track Archive for Climate Stewardship (IBTrACS). *Bulletin of the American Meteorological Society*, 91, 363-376, doi:10.1175/2009BAMS2755.1. [Available online at http://journals.ametsoc.org/doi/pdf/10.1175/2009BAMS2755.1]

93. Kossin, J. P., K. R. Knapp, D. J. Vimont, R. J. Murnane, and B. A. Harper, 2007: A globally consistent reanalysis of hurricane variability and trends. *Geophysical Research Letters*, 34, L04815, doi:10.1029/2006GL028836. [Available online at http://www.agu.org/pubs/crossref/2007/2006GL028836.shtml]

94. Kossin, J. P., T. L. Olander, and K. R. Knapp, 2013: Trend analysis with a new global record of tropical cyclone intensity. *Journal of Climate*, 26, 9960-9976, doi:10.1175/JCLI-D-13-00262.1.

95. NOAA, cited 2013: Billion Dollar Weather/Climate Disasters. National Oceanic and Atmospheric Administration [Available online at http://www.ncdc.noaa.gov/billions]

96. Del Genio, A. D., M. S. Yao, and J. Jonas, 2007: Will moist convection be stronger in a warmer climate? *Geophysical Research Letters*, 34, 5, doi:10.1029/2007GL030525. [Available online at http://www.agu.org/pubs/crossref/2007/2007GL030525.shtml]

Trapp, R. J., N. S. Diffenbaugh, H. E. Brooks, M. E. Baldwin, E. D. Robinson, and J. S. Pal, 2007: Changes in severe thunderstorm environment frequency during the 21st century caused by anthropogenically enhanced global radiative forcing. *Proceedings of the National Academy of Sciences*, **104**, 19719-19723, doi:10.1073/pnas.0705494104.

97. Diffenbaugh, N. S., M. Scherer, and R. J. Trapp, 2013: Robust increases in severe thunderstorm environments in response to greenhouse forcing. *Proceedings of the National Academy of Sciences*, **110**, 16361-16366, doi:10.1073/pnas.1307758110. [Available online at http://www.pnas.org/content/110/41/16361.full.pdf+html]

98. Vose, R. S., S. Applequist, M. A. Bourassa, S. C. Pryor, R. J. Barthelmie, B. Blanton, P. D. Bromirski, H. E. Brooks, A. T. DeGaetano, R. M. Dole, D. R. Easterling, R. E. Jensen, T. R. Karl, R. W. Katz, K. Klink, M. C. Kruk, K. E. Kunkel, M. C. MacCracken, T. C. Peterson, K. Shein, B. R. Thomas, J. E. Walsh, X. L. Wang, M. F. Wehner, D. J. Wuebbles, and R. S. Young, 2013: Monitoring and understanding changes in extremes: Extratropical storms, winds, and waves. *Bulletin of the American Meteorological Society*, **in press**, doi:10.1175/BAMS-D-12-00162.1. [Available online at http://journals.ametsoc.org/doi/pdf/10.1175/BAMS-D-12-00162.1]

99. Wang, X. L., Y. Feng, G. P. Compo, V. R. Swail, F. W. Zwiers, R. J. Allan, and P. D. Sardeshmukh, 2012: Trends and low frequency variability of extra-tropical cyclone activity in the ensemble of twentieth century reanalysis. *Climate Dynamics*, 1-26, doi:10.1007/s00382-012-1450-9.

100. Wang, X. L., V. R. Swail, and F. W. Zwiers, 2006: Climatology and changes of extratropical cyclone activity: Comparison of ERA-40 with NCEP-NCAR reanalysis for 1958-2001. *Journal of Climate*, 19, 3145-3166, doi:10.1175/JCLI3781.1. [Available online at http://journals.ametsoc.org/doi/abs/10.1175/JCLI3781.1]

101. Squires, M. F., J. Lawrimore, R. R. Heim, D. A. Robinson, M. Gerbush, T. Estilow, C. Tabor, and A. Wilson, 2009: Development of new snowstorm indices and databases at the National Climatic Data Center. *American Geophysical Union, Fall Meeting 2009*, San Francisco, CA. [Available online at http://adsabs.harvard.edu/abs/2009AGUFMIN13A1076S]

102. Kunkel, K. E., M. Palecki, L. Ensor, K. G. Hubbard, D. Robinson, K. Redmond, and D. Easterling, 2009: Trends in twentieth-century US snowfall using a quality-controlled dataset. *Journal of Atmospheric and Oceanic Technology*, 26, 33-44, doi:10.1175/2008JTECHA1138.1. [Available online at http://journals.ametsoc.org/doi/pdf/10.1175/2008JTECHA1138.1]

103. Kunkel, K. E., L. Ensor, M. Palecki, D. Easterling, D. Robinson, K. G. Hubbard, and K. Redmond, 2009: A new look at lake-effect snowfall trends in the Laurentian Great Lakes using a temporally homogeneous data set. *Journal of Great Lakes Research*, 35, 23-29, doi:10.1016/j.jglr.2008.11.003. [Available online at http://www.bioone.org/doi/pdf/10.1016/j.jglr.2008.11.003]

104. Christy, J. R., 2012: Searching for information in 133 years of California snowfall observations. *Journal of Hydrometeorology*, 13, 895-912, doi:10.1175/JHM-D-11-040.1.

105. Kunkel, K. E., M. A. Palecki, L. Ensor, D. Easterling, K. G. Hubbard, D. Robinson, and K. Redmond, 2009: Trends in twentieth-century U.S. extreme snowfall seasons. *Journal of Climate*, 22, 6204-6216, doi:10.1175/2009JCLI2631.1. [Available online at http://journals.ametsoc.org/doi/pdf/10.1175/2009JCLI2631.1]

106. Francis, J. A., and S. J. Vavrus, 2012: Evidence linking Arctic amplification to extreme weather in mid-latitudes. *Geophysical Research Letters*, 39, L06801, doi:10.1029/2012GL051000. [Available online at http://onlinelibrary.wiley.com/doi/10.1029/2012GL051000/pdf]

107. Screen, J. A., and I. Simmonds, 2013: Exploring links between Arctic amplification and mid-latitude weather. *Geophysical Research Letters*, 40, 959-964, doi:10.1002/grl.50174. [Available online at http://onlinelibrary.wiley.com/doi/10.1002/grl.50174/pdf]

108. BAMS, cited 2012: State of the Climate Reports. National Climatic Data Center. [Available online at http://www.ncdc.noaa.gov/bams-state-of-the-climate/]

109. CCSP, 2008: *Weather and Climate Extremes in a Changing Climate - Regions of Focus - North America, Hawaii, Caribbean, and U.S. Pacific Islands. A Report by the U.S. Climate Change Science Program and the Subcommittee on Global Change Research.* Vol. 3.3, T. R. Karl, G. A. Meehl, C. D. Miller, S. J. Hassol, A. M. Waple, and W. L. Murray, Eds. Department of Commerce, NOAA's National Climatic Data Center, 164 pp. [Available online at http://downloads.globalchange.gov/sap/sap3-3/sap3-3-final-all.pdf]

110. Church, J. A., N. J. White, L. F. Konikow, C. M. Domingues, J. G. Cogley, E. Rignot, J. M. Gregory, M. R. van den Broeke, A. J. Monaghan, and I. Velicogna, 2011: Revisiting the Earth's sea-level and energy budgets from 1961 to 2008. *Geophysical Research Letters*, 38, L18601, doi:10.1029/2011GL048794.

111. AMAP, 2011: Snow, Water, Ice and Permafrost in the Arctic (SWIPA): Climate Change and the Cryosphere, 538 pp., Arctic Monitoring and Assessment Programme, Oslo, Norway. [Available online at http://www.amap.no/documents/download/968]

112. Kemp, A. C., B. P. Horton, J. P. Donnelly, M. E. Mann, M. Vermeer, and S. Rahmstorf, 2011: Climate related sea-level variations over the past two millennia. *Proceedings of the National Academy of Sciences*, **108**, 11017-11022, doi:10.1073/pnas.1015619108. [Available online at http://www.pnas.org/content/108/27/11017.full.pdf+html]

113. Church, J. A., and N. J. White, 2011: Sea-level rise from the late 19th to the early 21st century. *Surveys in Geophysics*, **32**, 585-602, doi:10.1007/s10712-011-9119-1.

114. Grinsted, A., J. C. Moore, and S. Jevrejeva, 2010: Reconstructing sea level from paleo and projected temperatures 200 to 2100 AD. *Climate Dynamics*, **34**, 461-472, doi:10.1007/s00382-008-0507-2. [Available online at http://link.springer.com/article/10.1007/s00382-008-0507-2/fulltext.html]

115. Jevrejeva, S., J. C. Moore, and A. Grinsted, 2012: Sea level projections to AD2500 with a new generation of climate change scenarios. *Global and Planetary Change*, **80-81**, 14-20, doi:10.1016/j.gloplacha.2011.09.006.

116. Rahmstorf, S., G. Foster, and A. Cazenave, 2012: Comparing climate projections to observations up to 2011. *Environmental Research Letters*, **7**, 044035, doi:10.1088/1748-9326/7/4/044035. [Available online at http://iopscience.iop.org/1748-9326/7/4/044035/pdf/1748-9326_7_4_044035.pdf]

117. Vermeer, M., and S. Rahmstorf, 2009: Global sea level linked to global temperature. *Proceedings of the National Academy of Sciences*, **106**, 21527-21532, doi:10.1073/pnas.0907765106.

118. Gregory, J. M., N. J. White, J. A. Church, M. F. P. Bierkens, J. E. Box, M. R. van den Broeke, J. G. Cogley, X. Fettweis, E. Hanna, P. Huybrechts, L. F. Konikow, P. W. Leclercq, B. Marzeion, J. Oerlemans, M. E. Tamisiea, Y. Wada, L. M. Wake, and R. S. W. van de Wal, 2013: Twentieth-century global-mean sea level rise: Is the whole greater than the sum of the parts? *Journal of Climate*, **26**, 4476-4499, doi:10.1175/JCLI-D-12-00319.1. [Available online at http://journals.ametsoc.org/doi/pdf/10.1175/JCLI-D-12-00319.1]

119. Yin, J., 2012: Century to multi-century sea level rise projections from CMIP5 models. *Geophysical Research Letters*, **39**, 7, doi:10.1029/2012GL052947.

120. Marzeion, B., A. H. Jarosch, and M. Hofer, 2012: Past and future sea-level change from the surface mass balance of glaciers. *The Cryosphere Discussions*, **6**, 3177-3241, doi:10.5194/tcd-6-3177-2012. [Available online at http://www.the-cryosphere discuss.net/6/3177/2012/tcd-6-3177-2012.pdf]

121. Gladstone, R. M., V. Lee, J. Rougier, A. J. Payne, H. Hellmer, A. Le Brocq, A. Shepherd, T. L. Edwards, J. Gregory, and S. L. Cornford, 2012: Calibrated prediction of Pine Island Glacier retreat during the 21st and 22nd centuries with a coupled flowline model. *Earth and Planetary Science Letters*, **333–334**, 191-199, doi:10.1016/j.epsl.2012.04.022.

Joughin, I., B. E. Smith, and D. M. Holland, 2010: Sensitivity of 21st century sea level to ocean-induced thinning of Pine Island Glacier, Antarctica. *Geophysical Research Letters*, **37**, L20502, doi:10.1029/2010GL044819. [Available online at http://onlinelibrary.wiley.com/doi/10.1029/2010GL044819/pdf]

Katsman, C. A., A. Sterl, J. J. Beersma, H. W. van den Brink, W. Hazeleger, R. E. Kopp, D. Kroon, J. Kwadijk, R. Lammersen, J. Lowe, M. Oppenheimer, H.-P. Plag, J. Ridley, H. von Storch, D. G. Vaughan, P. Vellinga, L. L. A. Vermeersen, R. S. W. Wal, and R. Weisse, 2011: Exploring high-end scenarios for local sea level rise to develop flood protection strategies for a low-lying delta - the Netherlands as an example. *Climatic Change*, **109**, 617-645, doi:10.1007/s10584-011-0037-5. [Available online at http://download.springer.com/static/pdf/398/art%253A10.1007%252Fs10584-011-0037-5.pdf?auth66=1364400486_b37320cb6a1b58cce0cd41a5e3bffcf8&ext=.pdf]

122. Burkett, V., and M. Davidson, 2012: *Coastal Impacts, Adaptation and Vulnerabilities: A Technical Input to the 2013 National Climate Assessment.* Island Press, 216 pp.

123. Parris, A., P. Bromirski, V. Burkett, D. Cayan, M. Culver, J. Hall, R. Horton, K. Knuuti, R. Moss, J. Obeysekera, A. Sallenger, and J. Weiss, 2012: Global Sea Level Rise Scenarios for the United States National Climate Assessment. NOAA Tech Memo OAR CPO-1, 37 pp., National Oceanic and Atmospheric Administration, Silver Spring, MD. [Available online at http://scenarios.globalchange.gov/sites/default/files/NOAA_SLR_r3_0.pdf]

124. Strauss, B. H., R. Ziemlinski, J. L. Weiss, and J. T. Overpeck, 2012: Tidally adjusted estimates of topographic vulnerability to sea level rise and flooding for the contiguous United States. *Environmental Research Letters*, **7**, 014033, doi:10.1088/1748-9326/7/1/014033.

125. Gillett, N. P., V. K. Arora, K. Zickfeld, S. J. Marshall, and W. J. Merryfield, 2011: Ongoing climate change following a complete cessation of carbon dioxide emissions. *Nature Geoscience*, **4**, 83-87, doi:10.1038/ngeo1047. [Available online at http://www.nature.com/ngeo/journal/v4/n2/pdf/ngeo1047.pdf]

Solomon, S., G.-K. Plattner, R. Knutti, and P. Friedlingstein, 2009: Irreversible climate change due to carbon dioxide emissions. *Proceedings of the National Academy of Sciences*, doi:10.1073/pnas.0812721106. [Available online at http://www.pnas.org/content/early/2009/01/28/0812721106.full.pdf+html]

126. Robinson, A., R. Calov, and A. Ganopolski, 2012: Multistability and critical thresholds of the Greenland ice sheet. *Nature Climate Change*, **2**, 429-432, doi:10.1038/nclimate1449. [Available online at http://www.nature.com/nclimate/journal/v2/n6/pdf/nclimate1449.pdf]

127. Jevrejeva, S., J. C. Moore, A. Grinsted, and P. L. Woodworth, 2008: Recent global sea level acceleration started over 200 years ago. *Geophysical Research Letters*, **35**, 4, doi:10.1029/2008GL033611. [Available online at http://onlinelibrary.wiley.com/doi/10.1029/2008GL033611/full]

128. Nerem, R. S., D. P. Chambers, C. Choe, and G. T. Mitchum, 2010: Estimating mean sea level change from the TOPEX and Jason altimeter missions. *Marine Geodesy*, **33**, 435-446, doi:10.1080/01490419.2010.491031. [Available online at http://www.tandfonline.com/doi/pdf/10.1080/01490419.2010.491031]

129. Bai, X., J. Wang, C. Sellinger, A. Clites, and R. Assel, 2012: Interannual variability of Great Lakes ice cover and its relationship to NAO and ENSO. *Journal of Geophysical Research: Oceans*, **117**, C03002, doi:10.1029/2010jc006932.

130. Bai, X., and J. Wang, 2012: Atmospheric teleconnection patterns associated with severe and mild ice cover on the Great Lakes, 1963–2011. *Water Quality Research Journal of Canada* **47**, 421–435, doi:10.2166/wqrjc.2012.009.

131. NSIDC, cited 2012: Arctic Sea Ice Reaches Lowest Extent for the Year and the Satellite Record. The National Snow and Ice Data Center. [Available online at http://nsidc.org/news/press/2012_seaiceminimum.html]

132. Kwok, R., and D. A. Rothrock, 2009: Decline in Arctic sea ice thickness from submarine and ICESat records: 1958–2008. *Geophysical Research Letters*, **36**, L15501, doi:10.1029/2009gl039035. [Available online at http://onlinelibrary.wiley.com/doi/10.1029/2009GL039035/pdf]

133. Maslanik, J., J. Stroeve, C. Fowler, and W. Emery, 2011: Distribution and trends in Arctic sea ice age through spring 2011. *Geophysical Research Letters*, **38**, L13502, doi:10.1029/2011gl047735. [Available online at http://onlinelibrary.wiley.com/doi/10.1029/2011GL047735/pdf]

134. Laxon, S. W., K. A. Giles, A. L. Ridout, D. J. Wingham, R. Willatt, R. Cullen, R. Kwok, A. Schweiger, J. Zhang, C. Haas, S. Hendricks, R. Krishfield, N. Kurtz, S. Farrell, and M. Davidson, 2013: CryoSat-2 estimates of Arctic sea ice thickness and volume. *Geophysical Research Letters*, **40**, 732-737, doi:10.1002/grl.50193.

135. Liu, J., J. A. Curry, H. Wang, M. Song, and R. M. Horton, 2012: Impact of declining Arctic sea ice on winter snowfall. *Proceedings of the National Academy of Sciences*, **109**, 4074-4079, doi:10.1073/pnas.1114910109. [Available online at http://www.pnas.org/content/109/11/4074.full.pdf+html]

136. Stroeve, J. C., V. Kattsov, A. Barrett, M. Serreze, T. Pavlova, M. Holland, and W. N. Meier, 2012: Trends in Arctic sea ice extent from CMIP5, CMIP3 and observations. *Geophysical Research Letters*, **39**, L16502, doi:10.1029/2012GL052676.

137. Wang, M., and J. E. Overland, 2009: A sea ice free summer Arctic within 30 years? *Geophysical Research Letters*, **36**, L07502, doi:10.1029/2009GL037820. [Available online at http://onlinelibrary.wiley.com/doi/10.1029/2009GL037820/pdf]

138. ——, 2012: A sea ice free summer Arctic within 30 years: An update from CMIP5 models. *Geophysical Research Letters*, **39**, L18501, doi:10.1029/2012GL052868. [Available online at http://onlinelibrary.wiley.com/doi/10.1029/2012GL052868/pdf]

139. Overland, J. E., and M. Wang, 2013: When will the summer Arctic be nearly sea ice free? *Geophysical Research Letters*, **40**, 2097-2101, doi:10.1002/grl.50316. [Available online at http://onlinelibrary.wiley.com/doi/10.1002/grl.50316/pdf]

140. Kay, J. E., M. M. Holland, and A. Jahn, 2011: Inter-annual to multi-decadal Arctic sea ice extent trends in a warming world. *Geophysical Research Letters*, **38**, L15708, doi:10.1029/2011GL048008. [Available online at http://www.agu.org/pubs/crossref/2011/2011GL048008.shtml]

141. Rogers, T. S., J. E. Walsh, T. S. Rupp, L. W. Brigham, and M. Sfraga, 2013: Future Arctic marine access: Analysis and evaluation of observations, models, and projections of sea ice. *The Cryosphere*, **7**, 321-332, doi:10.5194/tc-7-321-2013. [Available online at http://www.the-cryosphere.net/7/321/2013/tc-7-321-2013.pdf]

142. Cavalieri, D. J., and C. L. Parkinson, 2012: Arctic sea ice variability and trends, 1979-2010. *The Cryosphere*, **6**, 881-889, doi:10.5194/tc-6-881-2012. [Available online at http://www.the-cryosphere.net/6/881/2012/tc-6-881-2012.pdf]

Parkinson, C. L., and D. J. Cavalieri, 2012: Antarctic sea ice variability and trends, 1979-2010. *The Cryosphere*, **6**, 871-880, doi:10.5194/tc-6-871-2012. [Available online at http://www.the-cryosphere.net/6/871/2012/tc-6-871-2012.pdf]

143. Holland, P. R., and R. Kwok, 2012: Wind-driven trends in Antarctic sea-ice drift. *Nature Geoscience*, **5**, 872-875, doi:10.1038/ngeo1627.

144. Turner, J., J. C. Comiso, G. J. Marshall, T. A. Lachlan-Cope, T. Bracegirdle, T. Maksym, M. P. Meredith, Z. Wang, and A. Orr, 2009: Non-annular atmospheric circulation change induced by stratospheric ozone depletion and its role in the recent increase of Antarctic sea ice extent. *Geophysical Research Letters*, **36**, L08502, doi:10.1029/2009gl037524. [Available online at http://onlinelibrary.wiley.com/doi/10.1029/2009GL037524/pdf]

145. Shi, X., S. J. Déry, P. Y. Groisman, and D. P. Lettenmaier, 2013: Relationships between recent pan-Arctic snow cover and hydroclimate trends. *Journal of Climate*, **26**, 2048-2064, doi:10.1175/jcli-d-12-00044.1. [Available online at http://journals.ametsoc.org/doi/pdf/10.1175/JCLI-D-12-00044.1]

146. Derksen, C., and R. Brown, 2012: Spring snow cover extent reductions in the 2008–2012 period exceeding climate model projections. *Geophysical Research Letters*, **39**, L19504, doi:10.1029/2012gl053387. [Available online at http://onlinelibrary.wiley.com/doi/10.1029/2012GL053387/pdf]

147. Fettweis, X., M. Tedesco, M. van den Broeke, and J. Ettema, 2011: Melting trends over the Greenland ice sheet (1958–2009) from spaceborne microwave data and regional climate models. *The Cryosphere*, **5**, 359-375, doi:10.5194/tc-5-359-2011. [Available online at http://www.the-cryosphere.net/5/359/2011/tc-5-359-2011.pdf]

148. Dahl-Jensen, D., J. J. Bamber, C. E. Bøggild, E. Buch, J.H.Christensen, K. Dethloff, M. Fahnestock, S. Mashall, M. Rosing, K. Steffen, R. Thomas, M. Truffer, M. van den Broeke, and C. van der Veen, 2011: Ch. 8: The Greenland Ice Sheet in a changing climate. *Snow, Water, Ice and Permafrost in the Arctic (SWIPA): Climate Change and the Cryosphere. Arctic Monitoring and Assessment Programme (AMAP)*, Arctic Monitoring and Assessment Programme [Available online at http://amap.no/swipa/CombinedReport.pdf]

149. Moon, T., I. Joughin, B. Smith, and I. Howat, 2012: 21st-Century Evolution of Greenland Outlet Glacier Velocities. *Science*, **336**, 576-578, doi:10.1126/science.1219985.

150. MacDougall, A. H., C. A. Avis, and A. J. Weaver, 2012: Significant contribution to climate warming from the permafrost carbon feedback. *Nature Geoscience*, **5**, 719-721, doi:10.1038/ngeo1573.

151. Walter, K. M., L. C. Smith, and F. S. Chapin, III, 2007: Methane bubbling from northern lakes: Present and future contributions to the global methane budget. *Philosophical Transactions of the Royal Society A: Mathematical, Physical and Engineering Sciences*, **365**, 1657-1676, doi:10.1098/rsta.2007.2036.

152. Shakhova, N., I. Semiletov, A. Salyuk, V. Joussupov, D. Kosmach, and O. Gustafsson, 2010: Extensive methane venting to the atmosphere from sediments of the East Siberian Arctic Shelf. *Science*, **327**, 1246-1250, doi:10.1126/science.1182221.

153. Archer, D., 2007: Methane hydrate stability and anthropogenic climate change. *Biogeosciences*, **4**, 521-544, doi:10.5194/bg-4-521-2007. [Available online at http://www.biogeosciences.net/4/521/2007/bg-4-521-2007.pdf]

154. Doney, S. C., V. J. Fabry, R. A. Feely, and J. A. Kleypas, 2009: Ocean acidification: The other CO_2 problem. *Annual Review of Marine Science*, **1**, 169-192, doi:10.1146/annurev.marine.010908.163834. [Available online at http://www.annualreviews.org/doi/abs/10.1146/annurev.marine.010908.163834]

155. Le Quéré, C., M. R. Raupach, J. G. Canadell, G. Marland, L. Bopp, P. Ciais, T. J. Conway, S. C. Doney, R. A. Feely, P. Foster, P. Friedlingstein, K. Gurney, R. A. Houghton, J. I. House, C. Huntingford, P. E. Levy, M. R. Lomas, J. Majkut, N. Metzl, J. P. Ometto, G. P. Peters, I. C. Prentice, J. T. Randerson, S. W. Running, J. L. Sarmiento, U. Schuster, S. Sitch, T. Takahashi, N. Viovy, G. R. van der Werf, and F. I. Woodward, 2009: Trends in the sources and sinks of carbon dioxide. *Nature Geoscience*, **2**, 831-836, doi:10.1038/ngeo689. [Available online at http://www.nature.com/ngeo/journal/v2/n12/full/ngeo689.html]

156. Caldeira, K., and M. E. Wickett, 2003: Oceanography: Anthropogenic carbon and ocean pH. *Nature*, **425**, 365, doi:10.1038/425365a.

157. Feely, R. A., S. C. Doney, and S. R. Cooley, 2009: Ocean acidification: Present conditions and future changes in a high-CO_2 world. *Oceanography*, **22**, 36-47, doi:10.5670/oceanog.2009.95. [Available online at http://www.tos.org/oceanography/archive/22-4_feely.pdf]

158. Orr, J. C., V. J. Fabry, O. Aumont, L. Bopp, S. C. Doney, R. A. Feely, A. Gnanadesikan, N. Gruber, A. Ishida, F. Joos, R. M. Key, K. Lindsay, E. Maier-Reimer, R. Matear, P. Monfray, A. Mouchet, R. G. Najjar, G.-K. Plattner, K. B. Rodgers, C. L. Sabine, J. L. Sarmiento, R. Schlitzer, R. D. Slater, I. J. Totterdell, M.-F. Weirig, Y. Yamanaka, and A. Yool, 2005: Anthropogenic ocean acidification over the twenty-first century and its impact on calcifying organisms. *Nature*, **437**, 681-686, doi:10.1038/nature04095.

159. Hönisch, B., A. Ridgwell, D. N. Schmidt, E. Thomas, S. J. Gibbs, A. Sluijs, R. Zeebe, L. Kump, R. C. Martindale, S. E. Greene, W. Kiessling, J. Ries, J. C. Zachos, D. L. Royer, S. Barker, T. M. M. Jr., R. Moyer, C. Pelejero, P. Ziveri, G. L. Foster, and B. Williams, 2012: The geological record of ocean acidification. *Science*, **335**, 1058-1063, doi:10.1126/science.1208277.

160. Orr, J. C., 2011: Recent and future changes in ocean carbonate chemistry. *Ocean Acidification*, G. J.-P. H. L., Ed., Oxford University Press, 41-66.

161. Feely, R. A., C. L. Sabine, J. M. Hernandez-Ayon, D. Ianson, and B. Hales, 2008: Evidence for upwelling of corrosive "acidified" water onto the continental shelf. *Science*, **320**, 1490-1492, doi:10.1126/science.1155676. [Available online at http://www.sciencemag.org/content/320/5882/1490.short]

162. Mathis, J. T., J. N. Cross, and N. R. Bates, 2011: Coupling primary production and terrestrial runoff to ocean acidification and carbonate mineral suppression in the eastern Bering Sea. *Journal of Geophysical Research*, **116**, C02030, doi:10.1029/2010JC006453. [Available online at http://onlinelibrary.wiley.com/doi/10.1029/2010JC006453/pdf]

163. Yamamoto-Kawai, M., F. A. McLaughlin, E. C. Carmack, S. Nishino, and K. Shimada, 2009: Aragonite undersaturation in the Arctic ocean: Effects of ocean acidification and sea ice melt. *Science*, **326**, 1098-1100, doi:10.1126/science.1174190.

164. Feely, R. A., S. R. Alin, J. Newton, C. L. Sabine, M. Warner, A. Devol, C. Krembs, and C. Maloy, 2010: The combined effects of ocean acidification, mixing, and respiration on pH and carbonate saturation in an urbanized estuary. *Estuarine, Coastal and Shelf Science*, **88**, 442-449, doi:10.1016/j.ecss.2010.05.004.

165. Gruber, N., C. Hauri, Z. Lachkar, D. Loher, T. L. Frölicher, and G. K. Plattner, 2012: Rapid progression of ocean acidification in the California Current System. *Science*, **337**, 220-223, doi:10.1126/science.1216773. [Available online at http://www.sciencemag.org/content/337/6091/220.short]

166. Steinacher, M., F. Joos, T. L. Frölicher, G.-K. Plattner, and S. C. Doney, 2009: Imminent ocean acidification in the Arctic projected with the NCAR global coupled carbon cycle-climate model. *Biogeosciences*, **6**, 515-533, doi:10.5194/bg-6-515-2009. [Available online at http://www.biogeosciences.net/6/515/2009/]

167. Barton, A., B. Hales, G. G. Waldbusser, C. Langdon, and R. A. Feely, 2012: The Pacific oyster, *Crassostrea gigas*, shows negative correlation to naturally elevated carbon dioxide levels: Implications for near-term ocean acidification effects. *Limnology and Oceanography*, **57**, 698-710, doi:10.4319/lo.2012.57.3.0698.

168. Bednaršek, N., G. A. Tarling, D. C. E. Bakker, S. Fielding, E. M. Jones, H. J. Venables, P. Ward, A. Kuzirian, B. Lézé, R. A. Feely, and E. J. Murphy, 2012: Extensive dissolution of live pteropods in the Southern Ocean. *Nature Geoscience*, **5**, 881-885, doi:10.1038/ngeo1635.

169. Doney, S. C., M. Ruckelshaus, J. E. Duffy, J. P. Barry, F. Chan, C. A. English, H. M. Galindo, J. M. Grebmeier, A. B. Hollowed, N. Knowlton, J. Polovina, N. N. Rabalais, W. J. Sydeman, and L. D. Talley, 2012: Climate change impacts on marine ecosystems. *Annual Review of Marine Science*, **4**, 11-37, doi:10.1146/annurev-marine-041911-111611. [Available online at http://www.annualreviews.org/eprint/fzUZd7Z748TcHmB7p8cn/full/10.1146/annurev-marine-041911-111611]

Fabry, V. J., J. B. McClintock, J. T. Mathis, and J. M. Grebmeier, 2009: Ocean acidification at high latitudes: The bellwether. *Oceanography*, **22**, 160-171, doi:10.5670/oceanog.2009.105. [Available online at http://www.tos.org/oceanography/archive/22-4_fabry.pdf]

170. Kunkel, K. E., L. E. Stevens, S. E. Stevens, L. Sun, E. Janssen, D. Wuebbles, and J. G. Dobson, 2013: Regional Climate Trends and Scenarios for the U.S. National Climate Assessment: Part 9. Climate of the Contiguous United States. NOAA Technical Report NESDIS 142-9. 85 pp., National Oceanic and Atmospheric Administration, National Environmental Satellite, Data, and Information Service, Washington, D.C. [Available online at http://www.nesdis.noaa.gov/technical_reports/NOAA_NESDIS_Tech_Report_142-9-Climate_of_the_Contiguous_United_States.pdf]

171. Balan Sarojini, B., P. A. Stott, E. Black, and D. Polson, 2012: Fingerprints of changes in annual and seasonal precipitation from CMIP5 models over land and ocean. *Geophysical Research Letters*, **39**, L21706, doi:10.1029/2012GL053373. [Available online at http://onlinelibrary.wiley.com/doi/10.1029/2012GL053373/pdf]

Polson, D., G. C. Hegerl, X. Zhang, and T. J. Osborn, 2013: Causes of robust seasonal land precipitation changes. *Journal of Climate*, **26**, 6679-6697, doi:10.1175/JCLI-D-12-00474.1. [Available online at http://journals.ametsoc.org/doi/pdf/10.1175/JCLI-D-12-00474.1]

172. Wang, J., X. Bai, H. Hu, A. Clites, M. Colton, and B. Lofgren, 2012: Temporal and spatial variability of Great Lakes ice cover, 1973-2010. *Journal of Climate*, **25**, 1318-1329, doi:10.1175/2011JCLI4066.1.

Process for Developing Key Messages

Development of the key messages involved discussions of the lead authors and accompanying analyses conducted via one in-person meeting plus multiple teleconferences and email exchanges from February thru September 2012. The authors reviewed 80 technical inputs provided by the public, as well as other published literature, and applied their professional judgment.

Key message development also involved the findings from four special workshops that related to the latest scientific understanding of climate extremes. Each workshop had a different theme related to climate extremes, had approximately 30 attendees (the CMIP5 meeting had more than 100), and the workshops resulted in a paper.[55] The first workshop was held in July 2011, titled Monitoring Changes in Extreme Storm Statistics: State of Knowledge.[52] The second was held in November 2011, titled Forum on Trends and Causes of Observed Changes in Heatwaves, Coldwaves, Floods, and Drought.[48] The third was held in January 2012, titled Forum on Trends in Extreme Winds, Waves, and Extratropical Storms along the Coasts.[98] The fourth, the CMIP5 results workshop, was held in March 2012 in Hawai'i, and resulted in an analysis of CMIP5 results relative to climate extremes in the United States.[55]

The Chapter Author Team's discussions were supported by targeted consultation with additional experts. Professional expertise and judgment led to determining "key vulnerabilities." A consensus-based approach was used for final key message selection.

Key message #1 Traceable Account

Global climate is changing and this change is apparent across a wide range of observations. The global warming of the past 50 years is primarily due to human activities.

Description of evidence base

The key message and supporting text summarizes extensive evidence documented in the climate science literature. Technical Input reports (82) on a wide range of topics were also reviewed; they were received as part of the Federal Register Notice solicitation for public input.

Evidence for changes in global climate arises from multiple analyses of data from in-situ, satellite, and other records undertaken by many groups over several decades.[3] Changes in the mean state have been accompanied by changes in the frequency and nature of extreme events.[4] A substantial body of analysis comparing the observed changes to a broad range of climate simulations consistently points to the necessity of invoking human-caused changes to adequately explain the observed climate system behavior.[5,7] The influence of human impacts on the climate system has also been observed in a number of individual climate variables.[6,12,13,14,15,16,17] A discussion of the slowdown in temperature increase with associated references (for example, Balmaseda et al. 2013; Easterling and Wehner 2009[19,27]) is included in the chapter.

The Climate Science Supplement Appendix provides further discussion of types of emissions or heat-trapping gases and particles, and future projections of human-related emissions. Supplemental Message 4 of the Appendix provides further details on attribution of observed climate changes to human influence.

New information and remaining uncertainties

Key remaining uncertainties relate to the precise magnitude and nature of changes at global, and particularly regional, scales, and especially for extreme events and our ability to simulate and attribute such changes using climate models. Innovative new approaches to climate data analysis, continued improvements in climate modeling, and instigation and maintenance of reference quality observation networks such as the U.S. Climate Reference Network (http://www.ncdc.noaa.gov/crn/) all have the potential to reduce uncertainties.

Assessment of confidence based on evidence

There is **very high** confidence that global climate is changing and this change is apparent across a wide range of observations, given the evidence base and remaining uncertainties. All observational evidence is consistent with a warming climate since the late 1800s.

There is **very high** confidence that the global climate change of the past 50 years is primarily due to human activities, given the evidence base and remaining uncertainties. Recent changes have

been consistently attributed in large part to human factors across a very broad range of climate system characteristics.

KEY MESSAGE #2 TRACEABLE ACCOUNT

Global climate is projected to continue to change over this century and beyond. The magnitude of climate change beyond the next few decades depends primarily on the amount of heat-trapping gases emitted globally, and how sensitive the Earth's climate is to those emissions.

Description of evidence base

The key message and supporting text summarizes extensive evidence documented in the climate science peer-reviewed literature. Technical Input reports (82) on a wide range of topics were also reviewed; they were received as part of the Federal Register Notice solicitation for public input.

Evidence of continued global warming is based on past observations of climate change and our knowledge of the climate system's response to heat-trapping gases. Models have projected increased temperature under a number of different scenarios.[8,32,33]

That the planet has warmed is "unequivocal,"[8] and is corroborated though multiple lines of evidence, as is the conclusion that the causes are very likely human in origin (see also Appendices 3 and 4). The evidence for future warming is based on fundamental understanding of the behavior of heat-trapping gases in the atmosphere. Model simulations provide bounds on the estimates of this warming.

New information and remaining uncertainties

The trends described in the 2009 report[1] have continued, and our understanding of the data and ability to model the many facets of the climate system have increased substantially.

There are several major sources of uncertainty in making projections of climate change. The relative importance of these changes over time.

In the next few decades, the effects of natural variability will be an important source of uncertainty for climate change projections.

Uncertainty in future human emissions becomes the largest source of uncertainty by the end of this century.

Uncertainty in how sensitive the climate is to increased concentrations of heat-trapping gases is especially important beyond the next few decades. Recent evidence lends further confidence about climate sensitivity (see Appendix 3: Climate Science Supplement).

Confidence Level

Very High

Strong evidence (established theory, multiple sources, consistent results, well documented and accepted methods, etc.), high consensus

High

Moderate evidence (several sources, some consistency, methods vary and/or documentation limited, etc.), medium consensus

Medium

Suggestive evidence (a few sources, limited consistency, models incomplete, methods emerging, etc.), competing schools of thought

Low

Inconclusive evidence (limited sources, extrapolations, inconsistent findings, poor documentation and/or methods not tested, etc.), disagreement or lack of opinions among experts

Uncertainty in natural climate drivers, for example how much solar output will change over this century, also affects the accuracy of projections.

Assessment of confidence based on evidence

Given the evidence base and remaining uncertainties, confidence is **very high** that the global climate is projected to continue to change over this century and beyond.

The statement on the magnitude of the effect also has **very high** confidence.

KEY MESSAGE #3 TRACEABLE ACCOUNT

U.S. average temperature has increased by 1.3°F to 1.9°F since record keeping began in 1895; most of this increase has occurred since about 1970. The most recent decade was the nation's warmest on record. Temperatures in the United States are expected to continue to rise. Because human-induced warming is superimposed on a naturally varying climate, the temperature rise has not been, and will not be, uniform or smooth across the country or over time.

Description of evidence base

The key message and supporting text summarizes extensive evidence documented in the climate science peer-reviewed literature. Technical Input reports (82) on a wide range of topics

were also reviewed; they were received as part of the Federal Register Notice solicitation for public input.

Evidence for the long-term increase in temperature is based on analysis of daily maximum and minimum temperature observations from the U.S. Cooperative Observer Network (http://www.nws.noaa.gov/om/coop/). With the increasing understanding of U.S. temperature measurements, a temperature increase has been observed, and temperature is projected to continue rising.[36,37,38] Observations show that the last decade was the warmest in over a century. A number of climate model simulations were performed to assess past, and to forecast future, changes in climate; temperatures are generally projected to increase across the United States.

The section entitled "Quantifying U.S. Temperature Rise" explains the rational for using the range 1.3°F to 1.9°F in the key message.

All peer-reviewed studies to date satisfying the assessment process agree that the U.S. has warmed over the past century and in the past several decades. Climate model simulations consistently project future warming and bracket the range of plausible increases.

New information and remaining uncertainties

Since the 2009 National Climate Assessment,[1] there have been substantial advances in our understanding of the U.S. temperature record (Appendix 3: Climate Science, Supplemental Message 7).[36,37,38]

A potential uncertainty is the sensitivity of temperature trends to adjustments that account for historical changes in station location, temperature instrumentation, observing practice, and siting conditions. However, quality analyses of these uncertainties have not found any major issues of concern affecting the conclusions made in the key message (Appendix 3: Climate Science, Supplemental Message 7). (for example, Williams et al. 2012[38]).

While numerous studies (for example, Fall et al. 2011; Vose et al. 2012; Williams et al. 2012[37,38]) verify the efficacy of the adjustments, the information base can be improved in the future through continued refinements to the adjustment approach. Model biases are subject to changes in physical effects on climate; for example, model biases can be affected by snow cover and hence are subject to change as a warming climate changes snow cover.

Assessment of confidence based on evidence

Given the evidence base and remaining uncertainties, confidence is **very high** in the key message. Because human-induced warming is superimposed on a naturally varying climate, the temperature rise has not been, and will not be, uniform or smooth across the country or over time.

KEY MESSAGE #4 TRACEABLE ACCOUNT

The length of the frost-free season (and the corresponding growing season) has been increasing nationally since the 1980s, with the largest increases occurring in the western United States, affecting ecosystems and agriculture. Across the United States, the growing season is projected to continue to lengthen.

Description of evidence base

The key message and supporting text summarizes extensive evidence documented in the climate science peer-reviewed literature. Technical Input reports (82) on a wide range of topics were also reviewed; they were received as part of the Federal Register Notice solicitation for public input.

Nearly all studies to date published in the peer-reviewed literature (for example, Dragoni et al. 2011; EPA 2012; Jeong et al. 2011[40,41,43]) agree that the frost-free and growing seasons have lengthened. This is most apparent in the western United States. Peer-reviewed studies also indicate that continued lengthening will occur if concentrations of heat-trapping gases continue to rise. The magnitude of future changes based on model simulations is large in the context of historical variations.

Evidence that the length of the frost-free season is lengthening is based on extensive analysis of daily minimum temperature observations from the U.S. Cooperative Observer Network. The geographic variations in increasing number of frost-free days are similar to the regional variations in mean temperature. Separate analysis of surface data also indicates a trend towards an earlier onset of spring.[40,41,43,45]

New information and remaining uncertainties

A key issue (uncertainty) is the potential effect on observed trends of climate monitoring station inhomogeneities (differences), particularly those arising from instrumentation changes. A second key issue is the extent to which observed regional variations (more lengthening in the west/less in the east) will persist into the future.

Local temperature biases in climate models contribute to the uncertainty in projections.

Viable avenues to improving the information base are to investigate the sensitivity of observed trends to potential biases introduced by station inhomogeneities and to investigate the causes of observed regional variations.

Assessment of confidence based on evidence

Given the evidence base and remaining uncertainties, confidence is **very high** that the length of the frost-free season (also referred to as the growing season) has been increasing nationally since the 1980s, with the largest increases occurring in the western U.S, affecting ecosystems, gardening, and agriculture. Given the

evidence base, confidence is **very high** that across the U.S., the growing season is projected to continue to lengthen.

KEY MESSAGE #5 TRACEABLE ACCOUNT

Average U.S. precipitation has increased since 1900, but some areas have had increases greater than the national average, and some areas have had decreases. More winter and spring precipitation is projected for the northern United States, and less for the Southwest, over this century.

Description of evidence base

The key message and supporting text summarizes extensive evidence documented in the climate science peer-reviewed literature. Technical Input reports (82) on a wide range of topics were also reviewed; they were received as part of the Federal Register Notice solicitation for public input.

Evidence of long-term change in precipitation is based on analysis (for example, Kunkel et al. 2013[170]) of daily observations from the U.S. Cooperative Observer Network. Published work shows the regional differences in precipitation.[47,48] Evidence of future change is based on our knowledge of the climate system's response to heat-trapping gases and an understanding of the regional mechanisms behind the projected changes (for example, IPCC 2007[8]).

New information and remaining uncertainties

A key issue (uncertainty) is the sensitivity of observed precipitation trends to historical changes in station location, rain gauges, and observing practice. A second key issue is the ability of climate models to simulate precipitation. This is one of the more challenging aspects of modeling of the climate system, because precipitation involves not only large-scale processes that are well-resolved by models but small-scale process, such as convection, that must be parameterized in the current generation of global and regional climate models. However, our understanding of the physical basis for these changes has solidified and the newest set of climate model simulations (CMIP5) continues to show high-latitude increases and subtropical decreases in precipitation. For most of the contiguous U.S., studies[171] indicate that the models currently do not detect a robust anthropogenic influence to observed changes, suggesting that observed changes are principally of natural origins. Thus, confident projections of precipitation changes are limited to the northern and southern areas of the contiguous U.S. that are part of the global pattern of observed and robust projected changes that can be related to anthropogenic forcing. Furthermore, for the first time in the U.S. National Climate Assessment, a confidence statement is made that some projected precipitation changes are deemed small. It is incorrect to attempt to validate or invalidate climate model simulations of observed trends in these regions and/or seasons, as such simulations are not designed to forecast the precise timing of natural variations.

Shifts in precipitation patterns due to changes in other sources of air pollution, such as sulfate aerosols, are uncertain and are an active research topic.

Viable avenues to improving the information base are to investigate the sensitivity of observed trends to potential biases introduced by station changes, and to investigate the causes of observed regional variations.

A number of peer-reviewed studies (for example, McRoberts and Nielsen-Gammon 2011; Peterson et al. 2013[47,48]) document precipitation increases at the national scale as well as regional-scale increases and decreases. The variation in magnitude and pattern of future changes from climate model simulations is large relative to observed (and modeled) historical variations.

Assessment of confidence based on evidence

Given the evidence base and remaining uncertainties, confidence is **high** that average U.S. precipitation has increased since 1900, with some areas having had increases greater than the national average, and some areas having had decreases.

Confidence is **high**, given the evidence base and uncertainties, that more winter and spring precipitation is projected for the northern U.S., and less for the Southwest, over this century in the higher emissions scenarios. Confidence is **medium** that human-induced precipitation changes will be small compared to natural variations in all seasons over large portions of the U.S. in the lower emissions scenarios. Confidence is **medium** that human-induced precipitation changes will be small compared to natural variations in the summer and fall over large portions of the U.S. in the higher emissions scenarios.

KEY MESSAGE #6 TRACEABLE ACCOUNT

Heavy downpours are increasing nationally, especially over the last three to five decades. Largest increases are in the Midwest and Northeast. Increases in the frequency and intensity of extreme precipitation events are projected for all U.S. regions.

Description of evidence base

The key message and supporting text summarizes extensive evidence documented in the climate science peer-reviewed literature. Technical Input reports (82) on a wide range of topics were also reviewed; they were received as part of the Federal Register Notice solicitation for public input.

Evidence that extreme precipitation is increasing is based primarily on analysis[52,55,170] of hourly and daily precipitation observations from the U.S. Cooperative Observer Network, and is supported by observed increases in atmospheric water vapor.[75] Recent publications have projected an increase in extreme precipitation

events,[52,137] with some areas getting larger increases[1] and some getting decreases.[54,55]

Nearly all studies to date published in the peer-reviewed literature agree that extreme precipitation event number and intensity have risen, when averaged over the United States. The pattern of change for the wettest day of the year is projected to roughly follow that of the average precipitation, with both increases and decreases across the U.S. Extreme hydrologic events are projected to increase over most of the U.S.

New information and remaining uncertainties

A key issue (uncertainty) is the ability of climate models to simulate precipitation. This is one of the more challenging aspects of modeling of the climate system because precipitation involves not only large-scale processes that are well-resolved by models but also small-scale process, such as convection, that must be parameterized in the current generation of global and regional climate models.

Viable avenues to improving the information base are to perform some long, very high-resolution simulations of this century's climate under different emissions scenarios.

Assessment of confidence based on evidence

Given the evidence base and uncertainties, confidence is **high** that heavy downpours are increasing in most regions of the U.S., with especially large increases in the Midwest and Northeast.

Confidence is **high** that further increases in the frequency and intensity of extreme precipitation events are projected for most U.S. areas, given the evidence base and uncertainties.

KEY MESSAGE #7 TRACEABLE ACCOUNT

There have been changes in some types of extreme weather events over the last several decades. Heat waves have become more frequent and intense, especially in the West. Cold waves have become less frequent and intense across the nation. There have been regional trends in floods and droughts. Droughts in the Southwest and heat waves everywhere are projected to become more intense, and cold waves less intense everywhere.

Description of evidence base

The key message and supporting text summarizes extensive evidence documented in the climate science peer-reviewed literature. Technical Input reports (82) on a wide range of topics were also reviewed; they were received as part of the Federal Register Notice solicitation for public input.

Analysis of U.S. temperature records indicates that record cold events are becoming progressively less frequent relative to record high events.[60,170] There is evidence for the corresponding trends in a global framework.[7,66] A number of publications have explored the increasing trend of heat waves.[7,62,69] Additionally, heat waves observed in the southern Great Plains,[1] Europe,[7,62] and Russia[60,66,67] have now been shown to have a higher probability of having occurred because of human-induced climate change.

Some parts of the U.S. have been seeing changing trends for floods and droughts over the last 50 years, with some evidence for human influence.[13,48,62] In the areas of increased flooding in parts of the Great Plains, Midwest, and Northeast, increases in both total precipitation and extreme precipitation have been observed and may be contributing to the flooding increases. However, when averaging over the entire contiguous U.S., there is no overall trend in flood magnitudes.[71] A number of publications project drought as becoming a more normal condition over much of the southern and central U.S. (most recent references: Dai 2012; Hoerling et al. 2012; Wehner et al. 2011[75,76]).

Analyses of U.S. daily temperature records indicate that low records are being broken at a much smaller rate than high records, and at the smallest rate in the historical record.[60,170] However, in certain localized regions, natural variations can be as large or larger than the human induced change.

New information and remaining uncertainties

The key uncertainty regarding projections of future drought is how soil moisture responds to precipitation changes and potential evaporation increases. Most studies indicate that many parts of the U.S. will experience drier soil conditions but the amount of that drying is uncertain.

Natural variability is also an uncertainty affecting projections of extreme event occurrences in shorter timescales (several years to decades), but the changes due to human influence become larger relative to natural variability as the timescale lengthens. Stakeholders should view the occurrence of extreme events in the context of increasing probabilities due to climate change.

Continuation of long term temperature and precipitation observations is critical to monitoring trends in extreme weather events.

Assessment of confidence based on evidence

Given the evidence base and uncertainties, confidence is **high** for the entire key message.

Heat waves have become more frequent and intense, and confidence is **high** that heat waves everywhere are projected to become more intense in the future.

Confidence is **high** that cold waves have become less frequent and intense across the nation.

Confidence is **high** that there have been regional trends in floods and droughts.

Confidence is **high** that droughts in the Southwest are projected to become more intense.

KEY MESSAGE #8 TRACEABLE ACCOUNT

The intensity, frequency, and duration of North Atlantic hurricanes, as well as the frequency of the strongest (Category 4 and 5) hurricanes, have all increased since the early 1980s. The relative contributions of human and natural causes to these increases are still uncertain. Hurricane-associated storm intensity and rainfall rates are projected to increase as the climate continues to warm.

Description of evidence base

The key message and supporting text summarize extensive evidence documented in the climate science peer-reviewed literature. Technical Input reports (82) on a wide range of topics were also reviewed; they were received as part of the Federal Register Notice solicitation for public input.

Recent studies suggest that the most intense Atlantic hurricanes have become stronger since the early 1980s.[93] While this is still the subject of active research, this trend is projected to continue.[90,91]

New information and remaining uncertainties

Detecting trends in Atlantic and eastern North Pacific hurricane activity is challenged by a lack of consistent historical data and limited understanding of all of the complex interactions between the atmosphere and ocean that influence hurricanes.[87,88]

While the best analyses to date[87,91] suggest an increase in intensity and in the number of the most intense hurricanes over this century, there remain significant uncertainties.

Assessment of confidence based on evidence

Given the evidence base and remaining uncertainties:

High confidence that the intensity, frequency, and duration of North Atlantic hurricanes, as well as the frequency of the strongest (Category 4 and 5) hurricanes, have increased substantially since the early 1980s.

Low confidence in relative contributions of human and natural causes in the increases.

Medium confidence that hurricane intensity and rainfall rates are projected to increase as the climate continues to warm.

KEY MESSAGE #9 TRACEABLE ACCOUNT

Winter storms have increased in frequency and intensity since the 1950s, and their tracks have shifted northward over the United States. Other trends in severe storms, including the intensity and frequency of tornadoes, hail, and damaging thunderstorm winds, are uncertain and are being studied intensively.

Description of evidence base

The key message and supporting text summarize extensive evidence documented in the climate science peer-reviewed literature. Technical Input reports (82) on a wide range of topics were also reviewed; they were received as part of the Federal Register Notice solicitation for public input.

Current work[98] has provided evidence of the increase in frequency and intensity of winter storms, with the storm tracks shifting poleward,[99,100] but some areas have experienced a decrease in winter storm frequency.[1] Although there are some indications of increased blocking (a large-scale pressure pattern with little or no movement) of the wintertime circulation of the Northern Hemisphere,[106] the assessment and attribution of trends in blocking remain an active research area.[107] Some recent research has provided insight into the connection of global warming to tornadoes and severe thunderstorms.[96]

New information and remaining uncertainties

Winter storms and other types of severe storms have greater uncertainties in their recent trends and projections, compared to hurricanes (Key Message 8). The text for this key message explicitly acknowledges the state of knowledge, pointing out "what we don't know." There has been a sizeable upward trend in the number of storm events causing large financial and other losses.[95]

Assessment of confidence based on evidence

Given the evidence base and remaining uncertainties:

Confidence is **medium** that winter storms have increased slightly in frequency and intensity, and that their tracks have shifted northward over the U.S.

Confidence is **low** on other trends in severe storms, including the intensity and frequency of tornadoes, hail, and damaging thunderstorm winds.

KEY MESSAGE #10 TRACEABLE ACCOUNT

Global sea level has risen by about 8 inches since reliable record keeping began in 1880. It is projected to rise another 1 to 4 feet by 2100.

Description of evidence base

The key message and supporting text summarize extensive evidence documented in the climate science peer-reviewed literature. Technical Input reports (82) on a wide range of topics were also reviewed; they were received as part of the Federal Register Notice solicitation for public input.

Nearly all studies to date published in the peer-reviewed literature agree that global sea level has risen during the past century, and that it will continue to rise over the next century.

Tide gauges throughout the world have documented rising sea levels during the last 130 years. This rise has been further confirmed over the past 20 years by satellite observations, which are highly accurate and have nearly global coverage. Recent studies have shown current sea level rise rates are increasing[112,123] and project that future sea level rise over the rest of this century will be faster than that of the last 100 years (Appendix 3: Climate Science, Supplemental Message 12).[123]

New information and remaining uncertainties

The key issue in predicting future rates of global sea level rise is to understand and predict how ice sheets in Greenland and Antarctica will react to a warming climate. Current projections of global sea level rise do not account for the complicated behavior of these giant ice slabs as they interact with the atmosphere, the ocean and the land. Lack of knowledge about the ice sheets and their behavior is the primary reason that projections of global sea level rise includes such a wide range of plausible future conditions.

Early efforts at semi-empirical models suggested much higher rates of sea level rise (as much as 6 feet by 2100).[115,117] More recent work suggests that a high end of 3 to 4 feet is more plausible.[115,116,121] It is not clear, however, whether these statistical relationships will hold in the future or that they are appropriate in modeling past behavior, thus calling their reliability into question.[118] Some decision-makers may wish to consider a broader range of scenarios such as 8 inches or 6.6 feet by 2100 in the context of risk-based analysis.[122,123]

Assessment of confidence based on evidence

Given the evidence and uncertainties, confidence is **very high** that global sea level has risen during the past century, and that it will continue to rise over this century, with **medium** confidence that global sea level rise will be in the range of 1 to 4 feet by 2100.

KEY MESSAGE #11 TRACEABLE ACCOUNT

Rising temperatures are reducing ice volume and surface extent on land, lakes, and sea. This loss of ice is expected to continue. The Arctic Ocean is expected to become essentially ice free in summer before mid-century.

Description of evidence base

The key message and supporting text summarize extensive evidence documented in the climate science peer-reviewed literature. Technical Input reports (82) on a wide range of topics were also reviewed; they were received as part of the Federal Register Notice solicitation for public input.

There have been a number of publications reporting decreases in ice on land[147] and glacier recession. Evidence that winter lake ice and summer sea ice are rapidly declining is based on satellite data and is incontrovertible.[111,172]

Nearly all studies to date published in the peer-reviewed literature agree that summer Arctic sea ice extent is rapidly declining,[131] with even greater reductions in ice thickness[132,133] and volume,[134] and that if heat-trapping gas concentrations continue to rise, an essentially ice-free Arctic ocean will be realized sometime during this century (for example, Stroeve et al. 2012[136]). September 2012 had the lowest levels of Arctic ice in recorded history. Great Lakes ice should follow a similar trajectory. Glaciers will generally retreat, except for a small percentage of glaciers that experience dynamical surging.[111] Snow cover on land has decreased over the past several decades.[145] The rate of permafrost degradation is complicated by changes in snow cover and vegetation.

New information and remaining uncertainties

The rate of sea ice loss through this century is a key issue (uncertainty), which stems from a combination of large differences in projections between different climate models, natural climate variability and uncertainty about future rates of fossil fuel emissions. This uncertainty is illustrated in Figure 2.29, showing the CMIP5-based projections (adapted from Stroeve et al. 2012[136]).

Viable avenues to improving the information base are determining the primary causes of the range of different climate model projections and determining which climate models exhibit the best ability to reproduce the observed rate of sea-ice loss.

Assessment of confidence based on evidence

Given the evidence base and uncertainties, confidence is **very high** that rising temperatures are reducing ice volume and extent on land, lakes, and sea, and that this loss of ice is expected to continue.

Confidence is **very high** that the Arctic Ocean is projected to become virtually ice-free in summer by mid-century.

KEY MESSAGE #12 TRACEABLE ACCOUNT

The oceans are currently absorbing about a quarter of the carbon dioxide emitted to the atmosphere annually and are becoming more acidic as a result, leading to concerns about intensifying impacts on marine ecosystems.

Description of evidence base

The key message and supporting text summarize extensive evidence documented in the climate science peer-reviewed literature. Technical Input reports (82) on a wide range of topics were also reviewed; they were received as part of the Federal Register Notice solicitation for public input.

The oceans currently absorb a quarter of the CO_2 the caused by human activities.[155] Publications have shown that this absorption causes the ocean to become more acidic (for example, Doney et al. 2009[154]). Recent publications demonstrate the adverse effects further acidification will have on marine life.[158,165,169]

New information and remaining uncertainties

Absorption of CO_2 of human origin, reduced pH, and lower calcium carbonate ($CaCO_3$) saturation in surface waters, where the bulk of oceanic production occurs, are well verified from models, hydrographic surveys, and time series data.[158] The key issue (uncertainty) is how future levels of ocean acidity will affect marine ecosystems.

Assessment of confidence based on evidence

Given the evidence base and uncertainties, confidence is **very high** that oceans are absorbing about a quarter of emitted CO_2.

Very high for trend of ocean acidification; **low-to-medium** for intensifying impacts on marine ecosystems. Our present understanding of projected ocean acidification impacts on marine organisms stems largely from short-term laboratory and mesocosm experiments, although there are also examples based on actual ocean observations; consequently, the response of individual organisms, populations, and communities of species to more realistic, gradual changes still has large uncertainties.

	Permit No.	Opened	Contractor
1	00-00000063	1/7/2000	Crime Buster
2	00-00001210	5/8/2000	Southernmost Signs
3	00-00001896	7/10/2000	Benson Electric
4	00-00004000	11/20/2000	D & J Industries
5	01-00002459	7/3/2001	Southernmost Signs
6	01-00003824	11/29/2001	DL Porter
7	01-00003928	12/10/2001	Cert Lower Keys Plumbing
8	02-00000734	3/7/2002	Jimmy Nath
9	02-00000889	4/12/2002	Benson Electric
10	02-00002641	9/24/2002	Castro Construction
11	02-00002794	10/9/2002	M.E.E. Inc
12	02-00002977	10/3/2002	DL Porter
13	02-00003329	12/9/2002	Southernmost Signs
14	03-00002368	7/2/2003	Hauber, Inc
15	04-00001465	5/4/2004	Kennedy Electric
16	04-00002720	8/17/2004	D & V Commercial
17	05-00001011	3/29/2005	Cross Key Marine
18	08-00004380	11/26/2008	MMFC Inc
19	08-00004409	12/2/2008	Dan Ace Roofing
20	09-00003738	12/29/2009	Suburban Propane
21	14-00001911	4/30/2014	City of Key West

A & B MARINA OPEN PERMITS

Type	Status	
Security	Permit Printed	Expired/Extended
Sign Aplication	Permit Printed	Expired/Extended
Electric	Permit Printed	Expired/Extended
Roofing	Permit Printed	Expired/Extended
Sign application	Permit Printed	Expired/Extended
Docks	Permit Printed	Expired/Extended
Plumbing	Permit Printed	Expired/Extended
Painting	Permit Printed	closed
Electric	Permit Printed	Expired/Extended
Renovation/conversion	Permit Printed	Expired/Extended
Electric	Permit Printed	Expired/Extended
Renovation/conversion	Permit Printed	Expired/Extended
Sign application	Permit Printed	Expired/Extended
Renovation/conversion	Permit Printed	Expired/Extended
Mechanical	Permit Printed	Expired/Extended
Mechanical//AC	Permit Printed	Expired/Extended
Awnings	Permit Printed	Expired/Extended
Renovation/conversion	Permit Printed	Expired/Extended
Roofing	Permit Printed	Expired/Extended
Plumbing	Permit Printed	Expired/Extended
Electric	Permit Printed	PERMIT PRINTED

Exhibit "C"

Marine Theft Article

Marine-related thefts on rise throughout the Florida Keys

KEYNOTER STAFF

June 21, 2017 10:15 AM

As dependable as the rains in the summer are marine-related thefts in the Keys. And they are on the uptick, the Monroe County Sheriff's Office says. The agency says:

▪ On Friday, the property manager of the Lion's Lair Travel Park on Grassy Key reported a motor missing from a 2016 20-foot Robaldo boat. The motor, a 2016 Yamaha 150 horse power, was last seen at the end of May. The boat belongs to part-time tenants at the park who said no one had permission to take it.

▪ Saturday, the property manager met with Deputy Shannon Jones to report two part-time residents who store their boats on the property were missing the motors from their boats. One of the motors is a 2012 Yamaha four-stroke 150 horse power and the other is a 2013 Yamaha four-stroke 200 horse power.

▪ On Sunday, Deputy Anthony Lopez responded to a home on Aster Terrace in Key Haven to a report of the lower unit on a Mercury 150 horsepower being stolen and replaced "with a much cheaper one," the Sheriff's Office said.

▪ On June 9, Deputy Vincent Torres responded to the Edgewater Lodge in Marathon to a report of fishing equipment stolen from a Lake Worth man. He was staying at the hotel and left three fishing poles in the rod holders on his boat the night of the 8th; when he woke up, they were gone.

▪ On June 10, Deputy Rosary Ponce responded to Hawks Cay Marina on Duck Key to a report of fishing equipment stolen. The owner said he left his rods and reels in the rod holders on his boat overnight and when he returned in the morning, the most expensive rod and reel combination, which included a Kristal Electric fishing reel valued at $3,000, was missing.

Most boat, motor, and fishing and diving equipment thefts can be easily prevented with minimum effort. At the end of the day, remove your gear from the boat and lock it up.

(2) Outdoor storage and outdoor retail sales as a principal use shall not be allowed.

Sec. 130-135. Big Pine Key Commercial Community Center overlay (BPCCC).

(a) Purpose. The purpose of this district is to identify a defined geographic development focal area according to the adopted Master Plan for Future Development of Big Pine Key and No Name Key. The overlay shall encourage the concentration of new nonresidential floor area and be located at the intersection of U.S. 1 and Key Deer Boulevard, Wilder Road and Chapman Street.

(b) Application. The maximum permitted densities shall be in accordance with the underlying land use zoning district. The use within the overlay district shall be subject to all land development regulations of the underlying zoning district. The following regulations apply within this overlay:

(1) Small individual buildings of 2,500 square feet of floor area or less fronting both U.S. 1 and Key Deer Boulevard are encouraged, with commercial uses on the lower floor and employee housing on the upper floor.
(2) The maximum F.A,R. for nonresidential uses shall a be 0.40.
(3) Parking lots in front of nonresidential uses are discouraged, although on-street parking may occur where appropriate.
(4) Building front setbacks are reduced with the majority of the building facade on the required building line.
(5) Arcades, colonnades, open porches, canopies, awnings, balconies may be permitted to encroach on the frontage.
(6) NROGO allocation awards of floor area exceeding 2,500 square feet per site are permitted within the overlay.
(7) The transfer of nonresidential floor area from within the Big Pine and No Name Key subarea to the overlay is encouraged.

Sec. 130-136. Reserved for the Lower Sugarloaf Community Center overlay (LSCC).

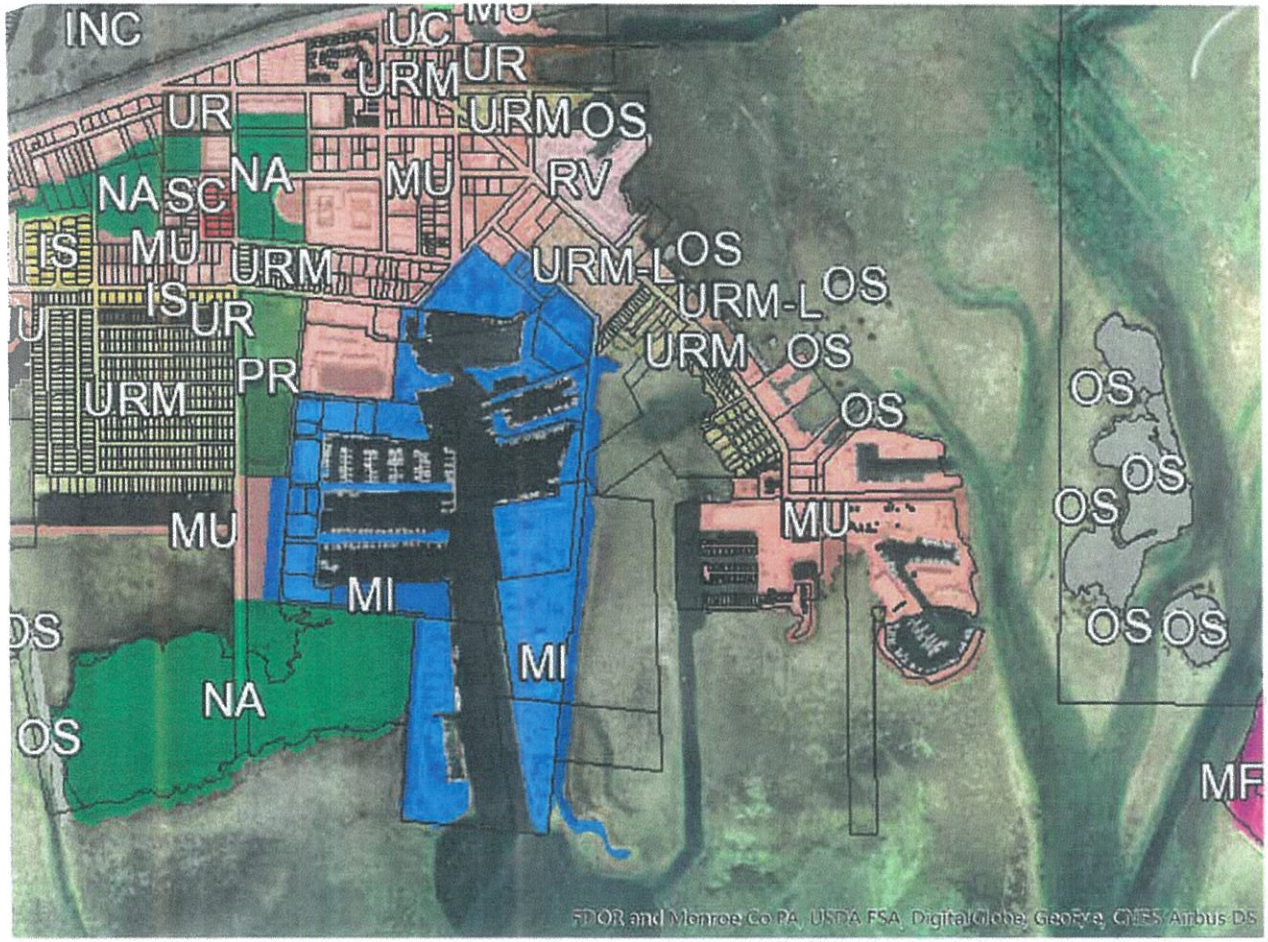
Sec. 130-137. Reserved for the Cudjoe Community Center overlay (CCC).

Sec. 130-138. Reserved for the Summerland Community Center overlay (SCC).

Sec. 130-139. Reserved for the Ramrod Community Center overlay (RCC).

Sec. 130-140. Reserved for the Safe Harbor Community Center overlay (SHCC).

Secs. 130-141—130-155. Reserved.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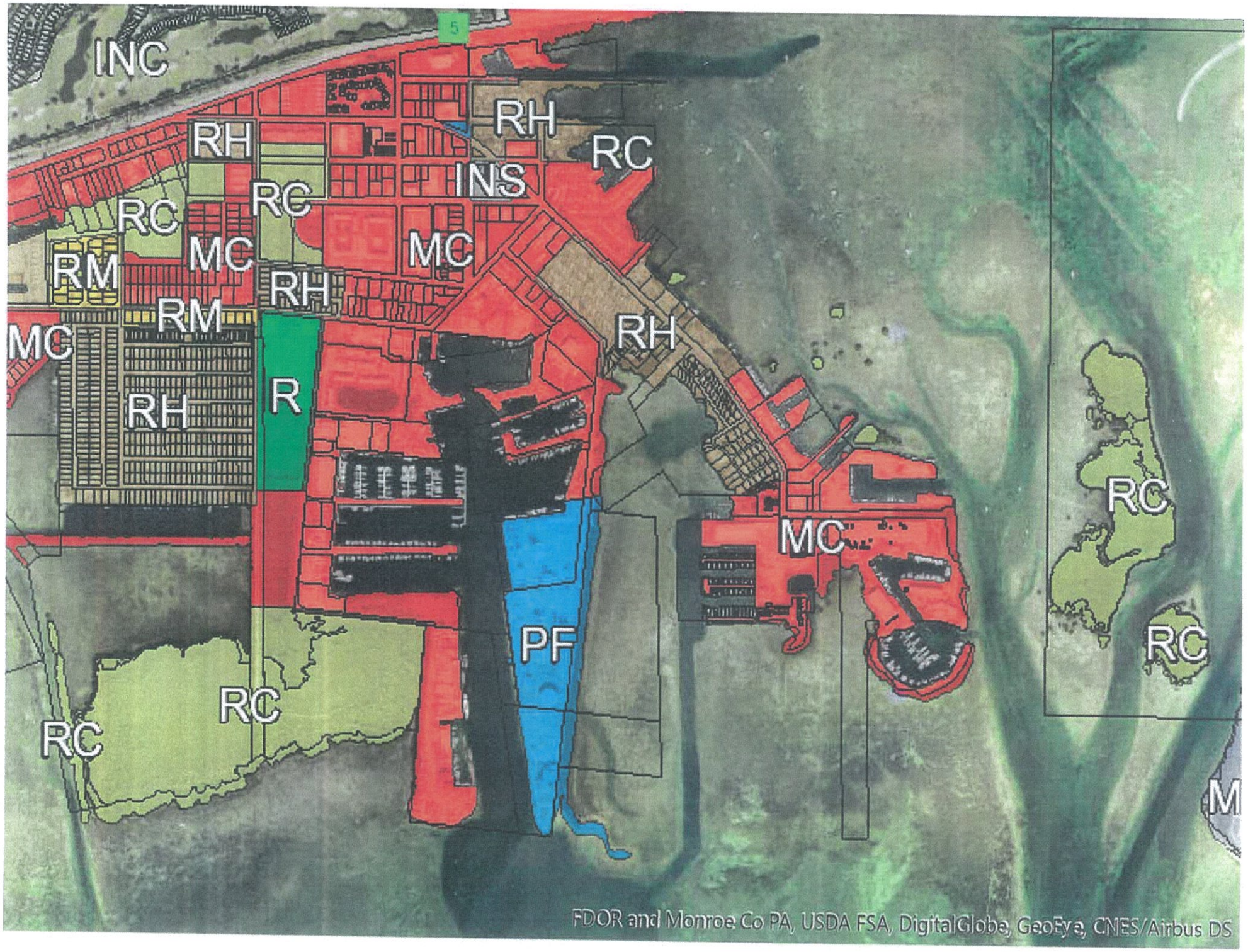
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Overview

Legend

- Major Roads
- Centerline
- Hooks
- Road Center
- Rights of Way
- Condo Building
- Conservation Easement
- Key Names
- Parcels

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3 D OF KEY WEST INC
1415 FLAGLER AVE
KEY WEST, FL 33040

415 BAHAMA KEY CORP
1331 Duncan St
Key West, FL 33040

415 BAHAMA KEY CORP
1331 Duncan St
Key West, FL 33040

5421 ROBYN LLC
PO Box 510044
Key Colony Beach, FL 33051

5730 FOURTH AVENUE LLC
PO BOX 169
KEY WEST, FL 33041

5730 FOURTH AVENUE LLC
PO BOX 169
KEY WEST, FL 33041

6400 2ND STREET LLC
PO Box 4315
Key West, FL 33041

6436 2ND ST LLC
7702 Santa Margherita Way
Naples, FL 34109

6436 2ND ST LLC
7702 Santa Margherita Way
Naples, FL 34109

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Key West, FL 33040

ALFARO CARIDAD L/E
46 D 11th Ave
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AMERICAN FEDERATED TITLE CORP
3850 HOLLYWOOD BLVD STE 400
HOLLYWOOD, FL 33021

ANDREWS STEWART J AND LEDA N
2110 STAPLES AVE
KEY WEST, FL 33040

ARENCIBIA FRANCISCO
24 E 11th Ave
Key West, FL 33040

ARNOLDS AUTO AND MARINE REPAIR IN
23 Flipper Rd
Key West, FL 33040

ARNOLDS AUTO AND MARINE REPAIR IN
23 FLIPPER RD
KEY WEST, FL 33040

ARNOLDS AUTO AND MARINE REPAIR IN
23 FLIPPER RD
KEY WEST, FL 33040

ASHE REBEKAH G
918 B Kennedy Dr
Key West, FL 33040

B 23 EIGHTH AVENUE LLC
1101 17th St
Key West, FL 33040

BAMA ONE LLC
6810 FRONT ST
KEY WEST, FL 33040

BARTON DONALD J JR
1502 UNITED ST
KEY WEST, FL 33040

BARTON DONALD J JR
1502 UNITED ST
KEY WEST, FL 33040

BARTON DONALD J JR
1502 UNITED ST
KEY WEST, FL 33040

BARTON DONALD J JR
1502 UNITED ST
KEY WEST, FL 33040

BARTON DONALD JAY JR
1502 UNITED ST
KEY WEST, FL 33040

BATTLE CALVIN
50 7th Ave
Key West, FL 33040

BAUCOM PROPERTY HOLDINGS 2 LLC
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KEY WEST, FL 33040

BERNSTEIN BENJAMIN RESIDUARY TR B
PO BOX 2455
KEY WEST, FL 33045

BERNSTEIN BENJAMIN RESIDUARY TR B
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BERNSTEIN BENJAMIN TRUST B
PO BOX 2455
KEY WEST, FL 33045

BERNSTEIN BENJAMIN TRUST B
PO BOX 2455
KEY WEST, FL 33045

BERNSTEIN BENJAMIN TRUST B
PO BOX 2455
KEY WEST, FL 33045

BERNSTEIN JORDAN M
PO BOX 2455
KEY WEST, FL 33045

BERNSTEIN JORDAN M
PO BOX 2455
KEY WEST, FL 33045

BERNSTEIN JORDAN M
PO BOX 2455
KEY WEST, FL 33045

BERNSTEIN ROGER T/C
P O BOX 2455
KEY WEST, FL 33045

BERULDSEN DIANE
25A 7TH AVE
KEY WEST, FL 33040

BLANCO AMADA AVILA
5406 3rd Ave
Key West, FL 33040

BLANCO GERARDO
49 B 9th Ave
Key West, FL 33040

BOARD OF COUNTY COMMISSIONERS C
500 WHITEHEAD ST
KEY WEST, FL 33040

BOARD OF COUNTY COMMISSIONERS C
500 Whitehead St
Key West, FL 33040

BOARD OF COUNTY COMMISSIONERS C
500 Whitehead St
Key West, FL 33040

BOYDS CAMPGROUND LTD
6401 MALONEY AVE
KEY WEST, FL 33040

BOZA MARY J
46C 10TH AVE
KEY WEST, FL 33040

BRETOUX FANFAN
5423 Robyn Ln
Key West, FL 33040

BRINGLE STEVEN A AND JUDY M
19 AMARYLLIS DR
KEY WEST, FL 33040

BROGLI ALBERTA
2811 SEIDENBERG AVE
KEY WEST, FL 33040

BROGLI ALBERTA A
2812 SEIDENBERG AVE
KEY WEST, FL 33040

BROGLI JR KENNETH E
5442 5th Ave
Key West, FL 33040

BROGLI KENNETH E AND ALBERTA
2811 SEIDENBERG AVE
KEY WEST, FL 33040

BROGLI KENNETH E AND ALBERTA
2811 SEIDENBERG AVE
KEY WEST, FL 33040

BROGLI KENNETH E AND ALBERTA
2811 SEIDENBERG AVE
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COLLEY BYRON J
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CONSTELLATION YACHTS INC
6811 Shrimp Rd
Key West, FL 33040

CONSTELLATION YACHTS INC
6811 SHRIMP RD
KEY WEST, FL 33040

COOPER JAMES ROBERT AND NANCY S
22 AMARYLLIS DR
KEY WEST, FL 33040

COOPER JAMES ROBERT AND NANCY S
22 AMARYLLIS DR
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DEPOO DULCINEA
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DEPOO KATHRYN S
1217 KNOWLES LN
KEY WEST, FL 33040

DEPOO KATHRYN S
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DIEZEL MICHAEL
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DOT STATE OF FLORIDA
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DURAN GHEOFRE
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DURAN WILLIAM
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KEY WEST, FL 33040

ESTEVEZ MANUEL DELPINO
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FIFTH AVENUE HARBOR SHOPS LLC
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FLA KEYS AQUEDUCT AUTHORITY
1100 KENNEDY DR
KEY WEST, FL 33040

FLA KEYS AQUEDUCT COMM
1100 KENNEDY DR
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FLORIDA KEYS ELECTRIC INC FLA KEYS
5730 2ND AVE STE 1
KEY WEST, FL 33040

FLORIDA KEYS ELECTRIC INC
5730 2ND AVE STE 1
KEY WEST, FL 33040

FLORIDA KEYS ELECTRIC INC
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KEY WEST, FL 33040

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GARCIA YRAIDA CISNEROS
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GINOLA LLC
509 Duval St
Key West, FL 33040

GOURGUE JEAN L
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GROSBY 2 SAM INC
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C/O JONES ROBERT W
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HARBOR BAY INVESTMENTS LLC
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Key West, FL 33040

HARBOR BAY INVESTMENTS LLC
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HENSON STEVE R AND DEBORAH A
1415 ATLANTIC BLVD
KEY WEST, FL 33040

HENSON STEVE R AND DEBORAH A
5551 2ND AVE
KEY WEST, FL 33040

HERNANDEZ ROBERT
50C 10TH AVE
KEY WEST, FL 33040

HERNANDEZ ROMEO
48D 11TH AVE
KEY WEST, FL 33040

HERRERA JOSE M
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K W RESORT UTILITIES CORP
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KEY WEST, FL 33045

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ELGIN, IL 60120

KEY COW LLC
1075 Duval St
Key West, FL 33040

KEY HOME AND INVESTMENTS INC
3152 Northside Dr
Key West, FL 33040

KEY WEST BAPTIST TEMPLE INC
PO BOX 2298
KEY WEST, FL 33045

KEY WEST BAPTIST TEMPLE INC
PO BOX 2298
KEY WEST, FL 33045

KEY WEST BAPTIST TEMPLE INC
PO BOX 2298
KEY WEST, FL 33045

KEY WEST TRANSFER STATION & HAUL
P O BOX 2744
KEY WEST, FL 33040

KEYS FRESH SEAFOOD LLC
41 Bay Dr
Key West, FL 33040

KEYW KIWI CORP
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Key West, FL 33040

KEYW KIWI CORP
1331 Duncan St
Key West, FL 33040

KIDWELL DAVID L
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KEY WEST, FL 33040

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3031 Holstein Rd
Chaska, MN 55318

LEWIS JOHN C
48 A 8th Ave
Key West, FL 33040

LEWIS JOHN C
49A 8TH AVE
KEY WEST, FL 33040

LIZ ROLANDO AND MATILDE
94 NW 2ND ST
HOMESTEAD, FL 33030

LOGAN WILLIAM A
150 HICKORY LN
SELLERSVILLE, PA 18960

LONGSTOCK II LLC
7009 Shrimp Rd
Key West, FL 33040

LONGSTOCK II LLC
7009 Shrimp Rd
Key West, FL 33040

LONGSTOCK II LLC
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Key West, FL 33040

LONGSTOCK II LLC
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Key West, FL 33040

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7009 Shrimp Rd
Key West, FL 33040

LONGSTOCK II LLC
7009 Shrimp Rd
Key West, FL 33040

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Key West, FL 33040

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7009 Shrimp Rd
Key West, FL 33040

LONGSTOCK II LLC
7009 Shrimp Rd
Key West, FL 33040

LONGSTOCK II LLC
7009 Shrimp Rd
Key West, FL 33040

LOSLEY FREDERICK ALBERT DEC TR 9/
1018 17TH ST
KEY WEST, FL 33040

LOUCKS MARNA
6620 MALONEY AVE LOT 6
KEY WEST, FL 33040

LUCIANO ALFREDO J
6620 MALONEY AVE LOT 13
KEY WEST, FL 33040

MALBY ROBERT W
29H MIRIAM ST
KEY WEST, FL 33040

MARTINEZ MARIA E H/W
5439 5th Ave
Key West, FL 33040

MARTINEZ REYNALDO A
1107 Key
Key West, FL 33040

MATHEWS DEVELOPMENT COMPANY IN
3320 W COUNTY HIGHWAY 30A
SANTA ROSA BEACH, FL 32459

MCCAIN JOHN
2118 STAPLES AVE
KEY WEST, FL 33040

MCCAIN JOHN W
2118 STAPLES AVE
KEY WEST, FL 33040

MCQUAIG HELEN
1330 W 4TH ST
FREEPORT, TX 77541

MCQUAIG HELEN
1330 W 4TH ST
FREEPORT, TX 77541

MERIDIAN WEST LTD
6701 Shrimp Rd
Key West, FL 33040

MONFORT DENNY
25E 11TH AVE
KEY WEST, FL 33040

MONROE COUNTY
500 WHITEHEAD ST
KEY WEST, FL 33040

MONROE COUNTY
500 WHITEHEAD ST
KEY WEST, FL 33040

MONROE COUNTY FL
500 WHITEHEAD ST
KEY WEST, FL 33040

MORALES CARIDAD
48 B 9th Ave
Key West, FL 33040

MORALES JOSE O
48C 10TH AVE
KEY WEST, FL 33040

MORALES MADELINE M
5437 5TH AVE
KEY WEST, FL 33040

MR JUARIS IMPORTS LLC
900 Catherine St
Key West, FL 33040

NHC-FL131 LLC
27777 Franklin Rd
Southfield, MI 48034

OLDHAM REJANE
46E 12TH AVE
KEY WEST, FL 33040

OVIEDO MARY MELINDA
5412 3RD AVE
KEY WEST, FL 33040

OWENS VAN L
49 7th Ave
Key West, FL 33040

PADRON MICHAEL A JR
PO BOX 7275
SEBRING, FL 33872

PARCELS B AND C LLC
1075 Duval St
Key West, FL 33040

PARK PLACE HOMEOWNERS ASSOC IN
C/O LEWIS DAVE
PO BOX 5766
Key West, FL 33045

PARK PLACE UNIT 13 LLC
PO BOX 5766
KEY WEST, FL 33045

PARK PLACE UNIT 13 LLC
PO BOX 5766
KEY WEST, FL 33045

PARK PLACE UNIT 13 LLC
PO BOX 5766
KEY WEST, FL 33045

PARK PLACE UNIT 3 LLC
PO BOX 5766
KEY WEST, FL 33045

PARK PLACE UNIT 4 LLC
PO BOX 5766
KEY WEST, FL 33045

PARK PLACE UNIT 4 LLC
PO BOX 5766
KEY WEST, FL 33045

PARK PLACE UNITS 10-11 LLC
PO BOX 5766
KEY WEST, FL 33045

PARK PLACE UNITS 10-11 LLC
PO BOX 5766
KEY WEST, FL 33045

PARK PLACE UNITS 1-2 LLC
PO BOX 5766
KEY WEST, FL 33045

PARK PLACE UNITS 1-2 LLC
PO BOX 5766
KEY WEST, FL 33045

PARK PLACE UNITS 6-7 LLC
PO BOX 5766
KEY WEST, FL 33045

PARK PLACE UNITS 6-7 LLC
PO BOX 5766
KEY WEST, FL 33045

PARK PLACE UNITS 8-9 LLC
PO BOX 5766
KEY WEST, FL 33045

PARK PLACE UNITS 8-9 LLC
PO BOX 5766
KEY WEST, FL 33045

PAZARA TERESA EBELING
48E 12TH AVE
KEY WEST, FL 33040

PEREZ JUAN MARQUEZ
6415 2ND TER
KEY WEST, FL 33040

PFAHNING ROBIN
43 White Ave
Riverside, RI 02915

PIERRE INNOCENT
5422 ROBYN LN
KEY WEST, FL 33040

POLLACK MICHAEL
PO Box 5194
Key West, FL 33045

PORTER POWELL D
95510 OVERSEAS HWY
KEY LARGO, FL 33037

RAMIREZ JOSE
5404 3rd Ave
Key West, FL 33040

RIVERA LOURDES
5407 3rd Ave
Key West, FL 33040

RIVIERA DRIVE IN THEATRE INC
PO BOX 2455
KEY WEST, FL 33045

RIVIERA DRIVE IN THEATRE INC
PO BOX 2455
KEY WEST, FL 33045

ROBBIES SAFE HARBOR MARINE ENT IN
7281 SHRIMP RD
KEY WEST, FL 33040

ROBERTSON DOLORES L
23E 11TH AVE
KEY WEST, FL 33040

RODRIGUEZ ADRIAN
C/O ANDINO LISSETTE
4106 Palomino Dr
Sebring, FL 33875

ROSWELL CHARLES LIVING TRUST 09/16
6620 Maloney Ave
Key West, FL 33040

ROYS TRAILER PARK INC
402 APPLEROUTH LN
KEY WEST, FL 33040

RUSSELL JOHN K
6800 MALONEY AVE LOT 109
KEY WEST, FL 33040

SAFE HARBOR ENTERPRISES INC
P O BOX 2455
KEY WEST, FL 33040

SAFE HARBOR SEAFOOD LLC
1025 18TH TER
KEY WEST, FL 33040

SAFE HARBOUR PROPERTIES LLC
6810 FRONT ST
KEY WEST, FL 33040

SANCHEZ STEVEN C
5413 3RD AVE
KEY WEST, FL 33040

SEAVIEW RENTALS LLC
PO BOX 2554
KEY WEST, FL 33045

SEAVIEW RENTALS LLC
PO BOX 2554
KEY WEST, FL 33045

SERPA APRIL LELA H/W
5438 5th Ave
Key West, FL 33040

SHINE SR DEREK LANG
24C 9TH AVE
KEY WEST, FL 33040

SILVERKING RENTAL PROPERTIES LLC
1424 S Roosevelt Blvd
Key West, FL 33040

SILVERKING RENTAL PROPERTIES LLC
1424 S Roosevelt Blvd
Key West, FL 33040

SILVERKING RENTAL PROPERTIES LLC
1424 S Roosevelt Blvd
Key West, FL 33040

SILVERKING RENTAL PROPERTIES LLC
1424 S Roosevelt Blvd
Key West, FL 33040

SILVERKING RENTAL PROPERTIES LLC
1424 S Roosevelt Blvd
Key West, FL 33040

SIMONS JUDITH T/C
PO BOX 2554
KEY WEST, FL 33045

SIMV HOTEL 1 LLC
2121 Ponce de Leon Blvd
Coral Gables, FL 33134

SNIDER CAROL E
6620 MALONEY AVE LOT 1
KEY WEST, FL 33040

SOSA SR ARMANDO
5515 5th Ave
Key West, FL 33040

SOUTHERN STAR OF KEY WEST INC ALI
5450 MACDONALD AVE STE 13
KEY WEST, FL 33040

SPENCER RICHARD
701 Palm Ave
Key West, FL 33040

STATE OF FL DEPT OF TRANSPORTATIC
605 SUWANNEE ST
TALLAHASSEE, FL 32399

STATE OF FL DEPT OF TRANSPORTATIC
605 SUWANNEE ST
TALLAHASSEE, FL 32399

STOCK ISLAND HOLDINGS LLC
138 SIMONTON ST
KEY WEST, FL 33040

STOCK ISLAND INVESMENT PROPERTIE
701 Palm Ave
Key West, FL 33040

STOKES ANNE
48 7th Ave
Key West, FL 33040

STROBLE AND LEE ENTERPRISES INC
32D 11TH AVE
KEY WEST, FL 33040

STROBLE VERNON C AND SAMARNG
PO BOX 4060
KEY WEST, FL 33041

THE UTILITY BOARD OF THE CITY OF KE
1001 James St
Key West, FL 33040

THE UTILITY BOARD OF THE CITY OF KE
1001 James St
Key West, FL 33040

THE UTILITY BOARD OF THE CITY OF KE
1001 James St
Key West, FL 33040

THE UTILITY BOARD OF THE CITY OF KE
1001 James St
Key West, FL 33040

THOMAS JAMES M
6620 MALONEY AVE LOT 4
KEY WEST, FL 33040

TIITF/SOVEREIGNTY LANDS
3900 COMMONWEALTH BLVD
TALLAHASSEE, FL 32399

TKG-STORAGEMART PARTNERS PORTFI
215 N STADIUM BLVD STE 207
COLUMBIA, MO 65203

TORRES CLAUDE AND SEIKO
2500 SEIDENBERG AVE
KEY WEST, FL 33040

TUCKER WENDY R
2308 SEIDENBERG AVE
KEY WEST, FL 33040

VELAZQUEZ NANCY
5408 3rd Ave
Key West, FL 33040

VELOSO DOMINGO J DEC TR 11/12/1997
17042 STARFISH LN W
SUMMERLAND KEY, FL 33042

VENTIMIGLIA RICHARD K
6620 MALONEY AVE LOT 16
KEY WEST, FL 33040

VILLA PATRICIA PARTNERS LLC
5750 2nd Ave
Key West, FL 33040

VILLA PATRICIA PARTNERS LLC
5750 2ND AVE
KEY WEST, FL 33040

WATERVIEW ESTATES OF KEY WEST LI
PO BOX 4693
KEY WEST, FL 33041

WEBER DAVID
2028 Plymouth Ct
Gibsonia, PA 15044

WOODS ALLISON J
5425 Robyn Ln
Key West, FL 33040

WORDEN KRISTIN MARCELLA
21E 11TH AVE
KEY WEST, FL 33040

ZINTSMASTER MATTHEW W AND WEND'
626 JOSEPHINE PARKER DR STE 201 OF
KEY WEST, FL 33040

Traf Tech
ENGINEERING, INC.

October 23, 2012

Mr. Barton W. Smith, Esq.
BARTON SMITH, P.L.
624 Whitehead Street
Key West, Florida 33040

Re: Stock Island FLUM – Traffic Impact Statement

Dear Mr. Smith:

Per your request, Traf Tech Engineering, Inc. conducted a traffic impact statement associated with 12 properties located in Stock Island in Monroe County, Florida. The 12 properties are described below:

1. Robbie's Marina
2. Longstock II, LLC
3. Island Trust Agreement Dated 3/10/1989
4. Benjamin Bernstein Residual Trust
5. Safe Harbor Enterprises
6. Safe Harbour Properties, LLC
7. Bama One, LLC
8. KWRU
9. Constellation Yachts
10. 3D of Key West, Inc.
11. Key West Transfer Station & Hauling Services, Inc.
12. 6840 Front Street, LLC

Information (current use, current permitted maximum and proposed permitted maximum) pertaining to each of the 12 properties listed above is provided in Attachment A of this report.

Trip Generation

A trip generation comparison analysis was performed between the current permitted maximum and proposed permitted maximum associated with the 12 properties using the trip generation rates published in the Institute of Transportation Engineer's (ITE) *Trip Generation* manual (8th Edition). The trip generation comparison analysis was undertaken for daily, AM peak hour, and PM peak hour conditions. The analysis was based on the following assumptions:

8400 North University Drive, Suite 309, Tamarac, Florida 33321
Tel: (954) 582-0988 Fax: (954) 582-0989

CURRENT PERMITTED MAXIMUM

- Residential (50.25 units, say 50 units)
- Hotel (none)
- Non residential (1,315,361 square feet)

PROPOSED PERMITTED MAXIMUM

- Residential (49 units; 1 du/acre), or
- Hotel (490 Rooms), and
- Non residential (1,315,361 square feet)

According to ITE's *Trip Generation* manual (8th Edition), the trip generation rates used for the existing and proposed land uses that increase/decrease in intensity are:

APARTMENT (ITE Land Use 220)

Daily Trip Generation
T = 6.65 (X)
Where T = number of daily trips
X = number of residential units

AM Peak Hour
T = 0.51 (X)
Where T = number of AM peak hour trips
X = number of residential units

PM Peak Hour
T = 0.62 (X)
Where T = number of PM peak hour trips
X = number of residential units

HOTEL (ITE Land Use 310)

Daily Trip Generation
T = 8.92 (X)
Where T = number of daily trips
X = number of rooms

AM Peak Hour
T = 0.67 (X)
Where T = number of AM peak hour trips
X = number of rooms

PM Peak Hour
T = 0.70 (X)
Where T = number of PM peak hour trips
X = number of rooms

Using the above-listed equations from the ITE document, a trip generation comparison analysis was undertaken between the existing (i.e. maximum allowable development under the existing land-use designation) and proposed land uses. The results of the trip generation comparison analysis between the existing and proposed uses are documented in Table 1. As indicated in Table 1, the proposed land-use change for Option 2 (residential to hotel) is projected to generate approximately 4,038 new daily trips, approximately 302 new AM peak hour trips, and approximately 312 new trips during the typical afternoon peak period.

TABLE 1
Trip Generation Comparison Analysis
Stock Island Properties

		Number of Trips		
Land Use	**Size**	**Daily**	**AM Peak**	**PM Peak**
EXISTING LAND USE (Maximum Allowable Development)				
Residential	50 units	333	26	31
External Trips		**333**	**26**	**31**
PROPOSED LAND USE (Maximum Allowable Development) – Option 1				
Residential	49 units	326	25	30
External Trips		**326**	**25**	**30**
Difference Option 1		**-7**	**-1**	**-1**
PROPOSED LAND USE (Maximum Allowable Development) – Option 2				
Hotel	490 rooms	4,371	328	343
External Trips		**4,371**	**328**	**343**
Difference Option 2		**+4,038**	**+302**	**+312**

Source: ITE Trip Generation Manual (8th Edition)

Trip Distribution

The trip distribution associated with the difference in trips was based on existing traffic patterns and the transportation network located in the vicinity of Stock Island. Due to the location of the site, it was assumed that the majority of the project trips will arrive and depart to and from Key West located west of Stock Island. Table 2 summarizes the trip distribution used for the difference in trips.

TABLE 2 Project Trip Distribution Stock Island Properties		
Direction		**% of Total Trips**
North:	Florida Bay	0%
South:	Atlantic Ocean	0%
East:	Big Pine Key	30%
West:	Key West	70%
	Total	100.00%

Source: Traf Tech Engineering, Inc.

US 1 Impacts by Mile Marker

Marathon is located approximately 45 miles from Stock Island. It was assumed that the maximum trip length will be 45 miles. The average trip length was assumed to be one-half of the maximum trip length, or 23 miles. Based upon these trip length assumptions, the US 1 segments identified in Monroe County's Traffic Report Guidelines, and the trip distribution discussed previously, an estimate of the number of primary trips by segment on US 1 was performed. Table 3 summarizes the number of primary trips by segment on US 1 (Arterial Trip Assignment). As indicated in Table 3, this project will add approximately 4,038 new daily trips, and with the exception of two roadway segments, all US 1 segments impacted have sufficient capacity to absorb the additional traffic loads created by the difference in trips. The exceptions include the following two links:

a. Stock Island (MM 4.0 to 5.0)
b. Big Coppitt (MM 9.0 to 10.0)

Link 1 (Stock Island) has a reserve capacity of 2,131 daily trips and the traffic impacts associated with the proposed land-use change result in 2,827 new daily trips, or 696 trips over the available roadway capacity. However, applying the allowed 5% allocation below LOS C, the subject roadway segment has an additional 2,332 daily trips of reserve capacity which is sufficient to accommodate the 696 trips over capacity.

Link 3 (Big Coppitt) has a reserve capacity of 522 daily trips and the traffic impacts associated with the proposed land-use change result in 969 new daily trips, or 447 trips over the available roadway capacity. However, applying the allowed 5% allocation below LOS C, the subject roadway segment has an additional 1,066 daily trips of reserve capacity which is sufficient to accommodate the 447 trips over capacity.

Table 3
Arterial Trip Assignment Summary
Stock Island Properties

Project Name:	Stock Island Properties	**US 1 Mile Marker:**	4.0
Location:	Stock Island	**ITE Land Use:**	220 &310
Type of Dev.:	Residential/Hotel	**Daily Trip Gen. Rate:**	6,65/8.92
Project Size:	Varies		
Avg. Trip Length:	23 miles		

Total Daily Trips	Percent Pass-By Trips	Percent Primary Trips	US 1 Segment Number	Percent Directional Split	% Impact Based on Trip Length	Project Generated Daily Trips	Reserve Capacity
4,038	0%	100%	1	70% / 30%	100%	2,827	2,131
			2	30%	90%	1,090	5,683
			3	30%	80%	969	522
			4	30%	75%	909	3,074
			5	30%	70%	848	2,131
			6	30%	65%	787	2,401
			7	30%	60%	727	2,004
			8	30%	55%	666	2,247
			9	30%	50%	606	2,608
			10	30%	40%	485	845

Source: Monroe County and Traf Tech Engineering,

In summary, the proposed land-use change associated with the 12 Stock Island properties is projected to generate a maximum of approximately 4,038 new daily trips, approximately 302 new AM peak hour trips, and approximately 312 new trips during the typical afternoon peak period. Using the allowed 5% allocation below LOS C, all US 1 segments impacted by the project have sufficient capacity to absorb the additional traffic loads created by the difference in trips.

Please give me a call if you have any questions.

Sincerely,

TRAF TECH ENGINEERING, INC.

Joaquin E. Vargas, P.E.
Senior Transportation Engineer

SMITH/HAWKS
ATTORNEYS AT LAW

December 10, 2018

HAND DELIVERED

Emily Schemper,
Senior Director
Monroe County Planning & Environmental Resources Department
2798 Overseas Highway, Suite 400
Marathon, FL 33050

RE: Amendment to Proposed Text Amendment to provide text for Section 130-140 of the Monroe County Land Development Regulations

Dear Emily,

Please allow this letter to serve as a request for amendment to the Land Development Regulation Text Amendment Application ("**Original Application**") made on behalf of Longstock II, LLC, a Florida limited liability company ("**Applicant**"), received by Monroe County on August 15, 2018, a copy of which is attached hereto and incorporated herein as Exhibit "A".

Original Application Background

The Original Application provided text for Section 130-140 of the Monroe County Land Development Regulations ("**Code**") which has been reserved for the Safe Harbor Community Center ("**SHCC**") Overlay District. The Original Application was submitted on the basis that the SHCC is an area poised for future development and in need of a specific overlay suitable to the particular needs and unique characteristics of the SHCC, consistent with the policies of the Monroe County Year 2030 Comprehensive Plan ("**Comp. Plan**") and the Stock Island and Key Haven Livable CommuniKeys Plan.

Generally, the proposed text amendment ("**Amendment**") seeks to promote a working waterfront and public access to the marine and coastal waters and allows for redevelopment in the SHCC of hotels/motels, affordable/workforce housing, commercial retail, and restaurant uses while balancing the protection of recreational and commercial working waterfront and commercial fishing uses and preserving and protecting coastal and natural resources and the community character of the SHCC.

Revisions to Original Application

Since submission of the Original Application, the Applicant has become aware of additional planning considerations affecting the SHCC. Throughout the processing of the Original

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Application, Applicant's agents have sought input from various stakeholders within the SHCC who have significant concerns regarding the development permissible within the SHCC, particularly with regard to build-back in the event of substantial destruction of facilities which embody the character of the proposed SHCC. Specifically, various properties within the SHCC which are utilized for water-dependent uses are currently non-conforming as to setbacks and as to intensity. The proposed Amendment seeks to recognize existing non-conforming commercial intensity by allowing build-back in the event of damage/destruction, and to allow non-conforming structures to be rebuilt within their nonconforming setbacks. These changes will allow the existing character of the SHCC to continue.

Further, the Amendment seeks to recognize the character of the SHCC by allowing development of water-dependent principal and accessory uses within the shoreline setback, provided such uses do not discharge into Safe Harbor or surrounding surface waters. Any such development would be required to comply with Florida Department of Environmental Protection or Army Corps of Engineers setback regulations, whichever regulations are more stringent. The relaxation of setback restrictions for such water-dependent principal and accessory uses is consistent with the character of other wharves and working waterfront areas, where water-dependent uses in close proximity to the shoreline, adjacent to non-water dependent upland uses, comprise a crucial portion of the waterfront fabric and develop a sense of place.

Additionally, KBP Consulting Inc. has provided a parking report regarding residential and marina uses which data has been incorporated into the parking chart.

Lastly, by adoption of Comp. Plan Policy 502.1.4, Monroe County had codified its support of removal of System Unit FL 57 (which is within the proposed SHCC) from the Coastal Barrier Resources System ("**CBRS**") Map adopted by the Federal Coastal Barrier Improvement Act of 1990.

Currently, pursuant to Code Section 138-22(b)(6e), areas designated within the CBRS may not serve as receiver sites for transient, affordable, or market rate units. The Amendment removes this prohibition as it pertains to System Unit 57, to allow for the type of mixed-use development which typifies the SHCC. While Monroe County has to date been unsuccessful in redesignating System Unit 57 through Federal legislative action, elimination of the transfer prohibition will allow this area to function as all other areas within the SHCC, fulfilling the intent of the Amendment by fostering opportunities for responsible growth consisting of "redevelopment in a non-environmentally sensitive area of the Lower Keys for hotels/motels, affordable/workforce housing, commercial retail, and restaurant uses while balancing the protection of recreational and commercial working waterfront and commercial fishing uses, and preserving and protecting coastal and natural resources and the community character."

The Amendment is as follows (additions to Amendment as initially proposed underlined in blue and deletions to Amendment as initially proposed ~~stricken in red~~):

The Proposed Amendment

Sec. 130-140. Safe Harbor Community Center Overlay District.

(a) *Purpose and intent.* The purpose of the Safe Harbor Community Center Overlay District is to implement applicable goals, objectives, and policies of the Comprehensive Plan promoting a working waterfront and public access to the marine and coastal waters and allowing for redevelopment in a non-environmentally sensitive area of the Lower Keys for hotels/motels, affordable/workforce housing, commercial retail, and restaurant uses while balancing the protection of recreational and commercial working waterfront and commercial fishing uses, and preserving and protecting coastal and natural resources and the community character. The intent is to protect and maintain the character of the Safe Harbor area while allowing redevelopment/infill within the overlay district, an area that is the result of dredge and fill which has been developed with nonresidential uses.

(b) *Boundary.* The Safe Harbor Community Center Overlay District shall be shown as an overlay district on the Official Land Use District Map. The Safe Harbor Community Center Overlay District shall be comprised of that certain area bounded by Front Street to the east, Fourth Avenue to the north, Fifth Avenue to the north, Shrimp Road to the west, and Shrimp Road to the south but excluding that certain property owned by the Utility Board of the City of Key West and Florida Keys Aqueduct Authority bounded by Front Street to the east.

(c) Pursuant to Monroe County Comprehensive Plan Policy 101.5.6, the limitation of 5,000 square feet of floor area for commercial retail, restaurant uses, or any combination thereof shall apply to parcels as they existed as of the date of adoption of the Land Development Regulations in 1986 and as identified in the Monroe County Land Use Map dated January 19, 1988 attached hereto as **Exhibit "A"**.

(d) Notwithstanding any provision to the contrary, non-residential structures which are non-conforming as to intensity within the Safe Harbor Community Center Overlay District as of the effective date of this section may be redeveloped up to their existing square footage in the event of involuntary substantial damage or destruction.

(e) NROGO allocations or transfers over 10,000 square feet shall be permitted into the Safe Harbor Community Center Overlay District.

(f) Within the boundaries of the Safe Harbor Community Center Overlay District, the permitted and conditional uses in subsections (1)(b) and (c) shall be enforced, in lieu of Section 130-85, Maritime Industries, and Section 130-88, Mixed Use; the maximum hotel/motel density in subsection (2) shall be enforced in lieu of Section 130-162; and the nonresidential land use intensities in subsection (3) shall be enforced in lieu of Section 130-164, maximum nonresidential land use intensities and district open space.

(1) *Permitted uses.* Safe Harbor Community Center Overlay District Permitted Uses

A. The following uses are permitted as of right in the Safe Harbor Community Center Overlay District:

1. Light industrial uses;
2. Commercial retail, restaurant uses, or any combination thereof, of less than 5,000 square feet of floor area;
3. Institutional residential uses, involving less than ten dwelling units or rooms;
4. Office uses of less than 5,000 square feet of floor area;
5. Continuation of existing h~~H~~eavy industrial uses;
6. Detached dwellings;
7. Commercial apartments involving less than six dwelling units, but tourist housing uses, vacation rental use, of commercial apartments is prohibited.
8. Attached and detached dwellings involving less than six units, designated as employee housing as provided for in Section 139-1;
9. Commercial fishing;
10. Institutional uses;
11. Public buildings and uses;
12. Replacement of an existing antenna-supporting structure pursuant to Section 146-5(b);
13. Collocations on existing antenna-supporting structures, pursuant to Section 146-5(c);
14. Attached wireless communications facilities, as accessory uses, pursuant to section 146-5(d);
15. Stealth wireless communications facilities, as accessory uses, pursuant to section 146-5(e); and
16. Satellite earth stations, as accessory uses, pursuant to section 146-5(f);
17. Wastewater nutrient reduction cluster systems that serve less than ten residences.

B. The following uses are permitted as minor conditional uses in the Safe Harbor Community Center Overlay District, subject to the standards and procedures set forth in Chapter 110, Article III:

1. Commercial apartments involving more than six dwelling units, provided that:

   a. The hours of operation of the commercial uses proposed in conjunction with the apartments are compatible with residential uses;

   b. Access to U.S. 1 is by way of:

      1. An existing curb cut;
      2. A signalized intersection; or
      3. A curb cut that is separated from any other curb cut on the same side of U.S. 1 by at least 400 feet;

   c. Tourist housing uses, including vacation rental use of commercial apartments is prohibited;

2. Hotels of fewer than 50 rooms, provided that one or more of the following amenities is available to guests:

    a. Swimming pool;
    b. Docking Facilities; or
    c. Tennis courts;

3. New antenna-supporting structures, pursuant to Section 146-5(a).

4. Commercial retail, office, restaurant uses, or any combination thereof, of low and medium intensity, and of greater than 5,000 but less than 10,000 square feet or floor area, provided that access to U.S. 1 is by way of:

    a. An existing curb cut;
    b. A signalized intersection; or
    c. A curb cut that is separated from any other curb cut on the same side of U.S. 1 by at least 400 feet;

5. Commercial retail, office, restaurant uses, or any combination thereof, of high intensity, and of less than 5,000 square feet of floor area, provided that access to U.S. 1 is by way of:

    a. An existing curb cut;
    b. A signalized intersection; or
    c. A curb cut that is separated from any other curb cut on the same side of U.S. 1 by at least 400 feet;

6. Commercial apartments involving six to 18 dwelling units, provided that:

    a. The hours of operation of the commercial uses are compatible with residential uses;
    b. Access to U.S. 1 is by way of:

        1. An existing curb cut;
        2. A signalized intersection; or
        3. A curb cut that is separated from any other curb cut on the same side of U.S. 1 by at least 400 feet;

    c. Tourist housing uses, including vacation rental uses, of commercial apartments are prohibited;

7. Attached and detached dwellings involving six to 18 units, designated as employee housing as provided for in Section 139-1.

C. The following uses are permitted as major conditional uses in the Safe Harbor Community Center Overlay District, subject to the standards and procedures set forth in Chapter 110, Article III:

1. Commercial retail, office, restaurant uses, or any combination thereof, of low and medium intensity, of greater than 10,000 square feet of floor area, provided that access to U.S. 1 is by way of:

   a. An existing curb cut;
   b. A signalized intersection; or
   c. A curb cut that is separated from any other curb cut on the same side of U.S. 1 by at least 400 feet;

2. Hotels providing 50 or more rooms, provided that:

   a. The hotel has restaurant facilities on the premises; and
   b. One or more of the following amenities is available to guests:

      1. Swimming pool; or
      2. Docking facilities; or
      3. Tennis courts; and

   c. Access to U.S. 1 is by way of:

      1. An existing curb cut;
      2. A signalized intersection; or
      3. A curb cut that is separated from any other curb cut on the same side of U.S. 1 by at least 400 feet;

3. Marinas, provided that:

   a. The parcel proposed for development has access to water at least four feet below mean sea level at mean low tide;
   b. The sale of goods and services is limited to fuel, food, boating, diving and sport fishing products;
   c. All outside storage areas are screened from adjacent uses by a solid fence, wall, or hedge at least six feet in height; and
   d. Each nonwaterside perimeter setback of the parcel proposed for development must have a class C bufferyard within a side yard setback of no less than ten feet;

4. Wastewater treatment facilities and wastewater treatment collection systems serving uses located in any land use district, provided that:

a. The wastewater treatment facility and wastewater treatment collection systems are in compliance with all federal, state, and local requirements;
b. The wastewater treatment facility, wastewater treatment collection systems and accessory uses shall be screened by structures designed to be architecturally consistent with the character of the surrounding community and minimize the impact of any outdoor storage, temporary or permanent; and
c. In addition to any district boundary buffers set forth in Chapter 114, Article V, a planting bed, eight feet in width, to be measured perpendicular to the exterior of the screening structure shall be established with the following:

1. One native canopy tree for every 25 linear feet of screening structure;
2. One understory tree for every ten linear feet of screening structure and the required trees shall be evenly distributed throughout the planting bed;
3. The planting bed shall be installed as set forth in Chapter 114, Article IV; and
4. A solid fence may be required upon determination by the planning director.

5. Heliports or seaplane ports, provided that:

a. The heliport is associated with a governmental service facility, a law enforcement element or a medical services facility;
b. The heliport or seaplane port is a Federal Aviation Administration certified landing facility;
c. The landing and departure approaches do not pass over established residential uses or known bird rookeries;
d. If there are established residential uses within 500 feet of the parcel proposed for development, the hours of operation for non-emergency aircraft shall be limited to daylight; and
e. The use is fenced or otherwise secured from entry by unauthorized persons;

6. Attached and detached dwelling units involving more than 18 units, designated as employee housing as provided for in Section 139-1.

(2) *Maximum Densities for Hotel/Motel and Minimum Open Space.* For purposes of this overlay district, the hotel/motel maximum net density shall be 20 units per acre and minimum open space shall be 0.20.

(3) *Maximum Nonresidential Land Use Intensities and District Open Space.* For the purposes of this overlay district, uses with corresponding intensity thresholds shall be cumulative and utilize the floor area ratios as follows:

Safe Harbor Community Center Overlay District Maximum Nonresidential Land Use Intensities and District Open Space:

Land Use	Maximum Floor Area Ratio	Minimum Open Space Ratio[(a)]
Low Intensity Commercial Retail or Restaurant	0.40	0.20
Medium Intensity Commercial Retail or Restaurant	0.30	0.20
High Intensity Commercial Retail or Restaurant	0.30	0.20
Office	0.50	0.20
Commercial Fishing	0.45	0.20
Light Industrial	0.60[(b)]	0.20
Heavy Industrial	0.40	0.20
Institutional	0.30	0.20
Public Building/Uses	0.60	0.20
Agriculture (Mariculture)	0.45	0.20
Commercial Recreation	0.25	0.20

(a) Additional open space requirements may apply based on environmental protection criteria – see additional open space ratios in Chapter 118. In accordance with Section 101-2(1), the most restrictive of these ratios applies.
(b) For properties within the Safe Harbor Community Center Overlay District with Light Industrial land use, the maximum floor area ratio shall be 0.60 in accordance with Policy 101.5.25 of the Comprehensive Plan.
(c) Enclosed and partially enclosed boat barns shall not count towards Floor Area Ratio within the Safe Harbor Community Center Overlay District.

(g) *Parking.*

(1) *Required number of off-street parking spaces.* The following number of parking spaces shall be provided for each use[1]:

Specific Use Category	Minimum Required Number of Parking Spaces Per Indicated Unit of Measure
Single-family dwelling units, including mobile homes on individual lots or parcels	2.0 spaces per dwelling unit or mobile home
Multifamily residential developments	1.5 spaces per dwelling unit
Commercial retail except as otherwise specified in this table	3.0 spaces per 1,000 sq. ft. of nonresidential floor area within the building and 1.5 spaces per 1,000 sq. ft. of area devoted to outdoor retail sales
Eating and drinking establishments, such as restaurants and bars	For areas devoted to food/beverage service, 1.0 space per 3 seats or 3.0 spaces per 1,000 sq. ft. of nonresidential floor area, whichever total amount is higher.

[1] This subsection shall replace subsection 114-67©. All other provisions of Sec. 114-67 shall apply as provided in the Code.

	For other areas, 3.0 spaces per 1,000 sq. ft. of nonresidential floor area within the building separate from the seating area and devoted to activities other than food/beverage service (including, but not limited to, kitchen, office, retail sales not related to food or beverage and storage)
Commercial recreation (indoor), excluding theaters, conference centers and activity centers	5.0 spaces per 1,000 sq. ft. of nonresidential floor area within the building
Commercial recreation (outdoor)	5.0 spaces per 1,000 sq. ft. of the parcel that is directly devoted to the outdoor recreational activity, excluding areas used for parking and driveways, required yards and required landscaping and buffer areas
Theaters, conference centers, or activity centers	1.0 space per 3.0 actual seats or based on seating capacity
Offices	3.0 spaces per 1,000 sq. ft. of nonresidential floor area within the building
Hotels/destination resorts	1.0 space per each 1-bedroom transient dwelling unit and 1.0 space plus 0.5 space for each additional bedroom per each 2 or more bedroom transient dwelling unit
Industrial uses; excluding mini-warehouses/self-storage centers; repair or servicing of vehicles; and warehousing	2.0 spaces per 1,000 sq. ft. of nonresidential floor area within the building; and 1.0 space per 1,000 sq. ft. of the parcel that is devoted to outdoor industrial use
Live-aboard	1.0 space per berth
Marinas and commercial fishing facilities	1.0 space per 2 berths plus 1.0 space per 4 dry storage racks
Charter/guide boats, six or fewer passenger capacity	1.0 space per berth
Party and charter/guide boats, more than six passengers capacity	0.3 space per passenger capacity of vessel
Boat ramps	6.0 spaces per ramp; all spaces shall be a minimum of 14 feet by 55 feet, to accommodate trailers and oversized vehicles

(2) *Off-site parking facilities.* The following requirements shall apply to off-site parking facilities for nonresidential uses.

1. Off-site parking facilities shall be permitted and located within the Safe Harbor Community Center Overlay District.
2. A parking agreement shall be required in accordance with Section 114-68.

(h) *Setback.*

a. The front setback for each parcel within the Safe Harbor Community Center Overlay District shall be reduced to 10 feet for a more urban look in the Safe Harbor Community Center Overlay District. Street lights and landscape lighting may be located in the front setback.

b. The shoreline setback for structures containing water-dependent principal or accessory uses within the Safe Harbor Community Center Overlay District shall be the greater of ten (10) feet or the applicable setback prescribed by Florida Department of Environmental Protection or Army Corps of Engineers regulations, whichever regulation is more restrictive, provided such uses do not involve discharge into Safe Harbor or adjacent surface waters. Water-dependent principal or accessory uses within the Safe Harbor Community Center Overlay District existing as of the effective date of this section may be redeveloped in their existing footprint in the event of involuntary substantial damage or destruction.

(i) *Signage.* For purposes of signage in the Safe Harbor Community Center Overlay District, the number of parcels as set forth in the Monroe County, Florida Land Use District Map adopted by the Monroe County Board of Commissioners by Resolution on January 19, 1988 shall be used to determine the maximum amount of signage for a particular parcel. For example, if a particular parcel consisted of 5 parcels as set forth in the Land Use District Map adopted on January 19, 1988, then the maximum amount of signage for that particular parcel shall be determined as if that parcel consisted of 5 parcels.

(j) *CBRS Restrictions.* Notwithstanding the provisions of Chapter 138 or any other provision to the contrary, sites within the Safe Harbor Community Center Overlay District which are designated within Coastal Barrier Resources System Unit FL 57 shall not be prohibited from serving as receiver sites for transient, market rate, and affordable dwelling units, provided the applicable site meets all other criteria for a receiver site.

Reason for Proposed Text Amendment

The Monroe County Year 2030 Comprehensive Plan provides for the Livable CommuniKeys Master Plan which in turn provides for the Master Plan for the Future Development of Stock Island & Key Haven, which provides for the establishment of the Safe Harbor Community Center Overlay District which is the basis of this Amendment.

Text Amendment Request

The Amendment seeks to promote a working waterfront and public access to the marine and coastal waters and allows for redevelopment in the SHCC for hotels/motels, affordable/workforce housing, commercial retail, and restaurant uses while balancing the protection of recreational and commercial working waterfront and commercial fishing uses and preserving and protecting coastal and natural resources and the community character of the SHCC.

Policy 101.5.6

Although Section 130-140(f)(1)(b)(4) of the Amendment above permits commercial retail, office, restaurant uses, or any combination thereof, of low and medium intensity, and of greater than 5,000 but less than 10,000 square feet or floor area as a minor conditional use, this does not contradict Policy 101.5.6 of the Monroe County Comprehensive Plan, which provides that parcels within the Maritime Industries zoning district shall be limited to uses of less than 5,000 square feet of floor area. The specified permitted minor conditional use can only occur by consolidation of parcels as set forth above in Section 130-140(c) of the Amendment.

Parking

The parking calculations provided are based on: (1) historical parking utilization data in the SHCC; (2) the requirements of the City of Key West Land Development Regulations which contain similar parking demands for liveaboards and wet slips in urban areas; (3) as well as 15 years of data evidencing that dry slips are utilized half the time wet slips are utilized and generate approximately half the parking demand. Because of Safe Harbor's proximity to Key West, alternative modes of transportation, including bicycles and scooters, are utilized for transportation. A parking study has been submitted along with this amendment supporting the adjustments to parking contained in the Amendment.

Setback

The SHCC Overlay District will reduce the required front setback for each parcel within the SHCC Overlay District to 10 feet which will allow for a more accessible and inviting atmosphere for the buildings in the SHCC Overlay District. Further, existing water dependent principal and accessory structures will be permitted to be built back in the event of involuntary destruction due a natural disaster, fire or other issue and new water dependent uses will be situated to best take advantage of Safe Harbor. Safe Harbor Marina, Keys Fresh Seafood, 3D boatyard all have principal water dependent structures that if destroyed would not be capable of being rebuilt. This code provision protects these property owners' long term investments.

Signage

The SHCC Overlay District will solve the problem regarding the need for signage variances for large parcels such as the Perry Hotel, which formerly consisted of multiple smaller parcels. This is achieved by utilizing the number of parcels as per the Land Use District Map adopted by the Monroe County Board of Commissioners by Resolution on January 19, 1988.

Military Installation Area of Impact

The Safe Harbor Community Center Overlay District is located in a noise zone of less than 65 DNL (Day-Night Average Sound level) noise contour pursuant to the 2013 Aircraft Noise Study

for Naval Air Station Key West, and the Safe Harbor Community Center Overlay District is compatible with the Military Installation Area of Impact (MIAI).

Density

Prior to 2017, the Land Development Code open space density was zero (0) in Maritime Industries. The Safe Harbor Community Center District Overlay provides for development at this prior level, but accounts for open space, requiring a portion of the property to be open but still allowing the same maximum net density as was provided in the land development code until its 2017 amendment.

Boat Barns/Racks

This Amendment will allow development of boat racks which are covered and enclosed (provided the same are not associated with retail sales of boats), rather than just covered, unenclosed boat racks, without requiring NROGO square footage.

The Amendment eliminates an artificial distinction with no significance to the NROGO scheme. There is no functional or operational difference between covered, unenclosed or enclosed on three sides boat racks and covered, enclosed boat racks. However, under the current Code, a developer must obtain NROGO allocations and/or exemptions to construct an enclosed boat storage building but can build a non-enclosed (three-sided) boat storage building without the necessity of obtaining NROGO. This incentivizes development and continued use of unenclosed boat storage and discourages development and use of enclosed boat storage which is more secure from a security perspective and less susceptible to damage in a wind event such as a hurricane.

Simple physics dictates that a one, two, or three-sided building has an increased risk of sustaining damage in a wind event as opposed to a four-sided, enclosed building. Because of the lack of enclosure, wind blowing into the unenclosed structure can create a "sail" effect, stressing the structural components of the building. An enclosed building presents no such opportunity. From a practical perspective, designs of enclosed boat storage buildings which are rated for hurricane-force winds are readily available, whereas three-and-fewer sided buildings are not typically designed to withstand high-intensity winds.

There is no public policy justification for the current disparate treatment of enclosed and unenclosed boat racks. Both enclosed and unenclosed boat racks are "constructed, installed or portable, the use of which requires a location on a parcel of land," and as such meet the Code definition of "structure."

Figure 1, below, depicts an elevation and an aerial of an enclosed, four-sided structure intended for boat dry rack storage. Construction of this structure requires NROGO:

Figure 1:

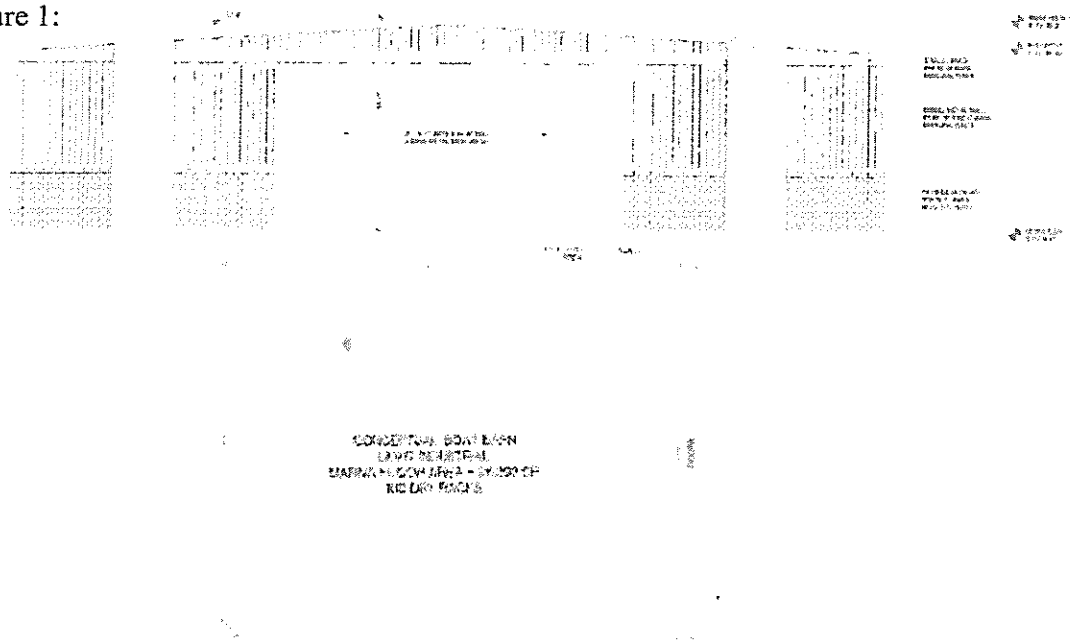
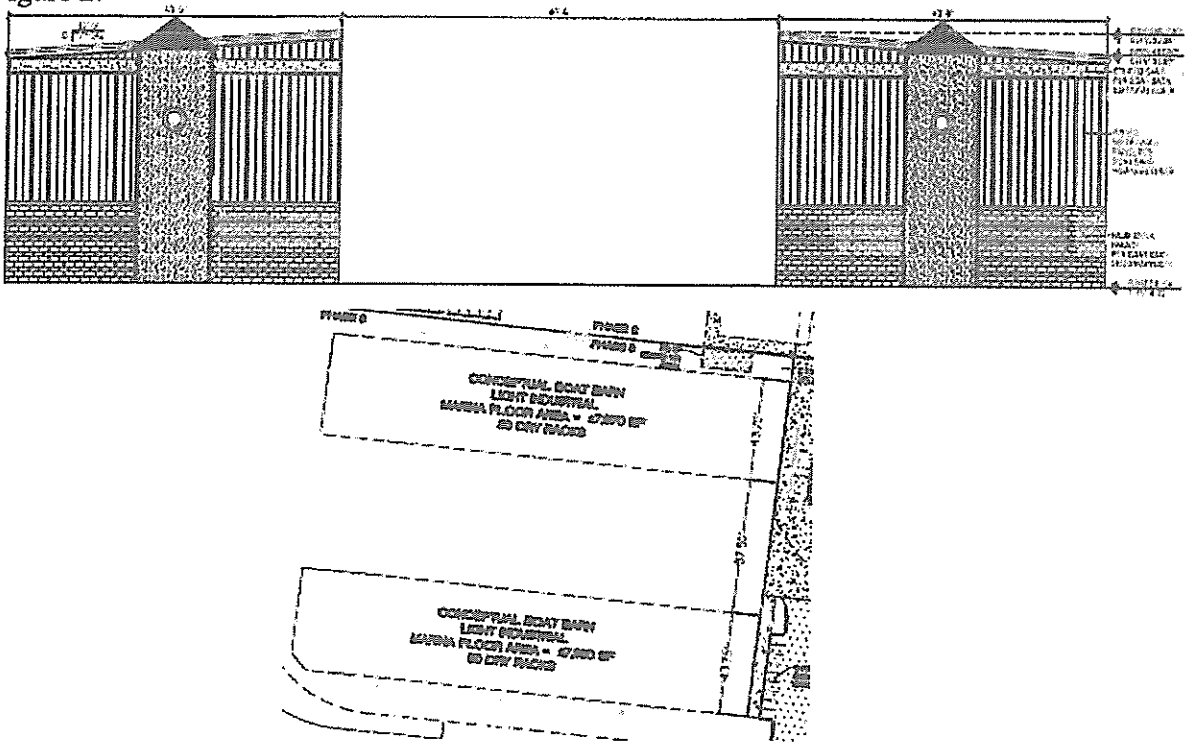


Figure 2, below, depicts an elevation and an aerial of the same structure "cut" in half, creating two three-sided unenclosed structures. Construction of these structures for boat storage use unrelated to retail sales does not require NROGO:

Figure 2:



The above Figures illustrate the absurdity of the current Code and the practical need for the Amendment. The Amendment will not change the function of the Code in any way but will allow developers and port operators to more easily and economically meet Florida Building Code requirements for boat rack structures, while decreasing the risk to boats stored inside as addressed herein.

Consistency with the Monroe County Year 2030 Comprehensive Plan, the Florida Statutes, and Principles for Guiding Development

A. **The Proposed Amendment implements and is consistent with the following Goals, Objectives and Policies of the Monroe County Year 2030 Comprehensive Plan. Specifically, the amendment furthers:**

Objective 101.4: Monroe County shall regulate nonresidential development to maintain a balance of land uses to serve the needs of the future population of Monroe County.

Policy 101.4.5 The NROGO allocation system shall not apply to the following nonresidential developments:

5. Industrial uses in the Maritime Industries (MI) and the Industrial (I) land use (zoning) districts.

12. Recreational and commercial working waterfront uses, as defined by §342.07, F.S., excluding transient uses. These exemptions shall not be available on lands designated as Tier I or, if clearing is proposed, designated as Tier III-A (SPA).

GOAL 217: The coastal area of Monroe County shall be managed to promote public access to the marine and coastal waters, to balance the protection of recreational and commercial working waterfront and commercial fishing uses and the preservation and protection of coastal and natural resources and the community character. [§163.3178(2)(g), F.S.]

Policy 217.1.1: The strategy to preserve and protect commercial fishing and recreational and commercial working waterfront uses shall include the following:

1. Exemptions from the requirements of the Permit Allocation System for new nonresidential development, pursuant to Policy 101.4.5;

GOAL 502: All existing and future residents and visitors of Monroe County shall be served with ports[2] in a manner that maximizes safety, convenience, economic benefit, environmental compatibility and consistency with other elements of the comprehensive plan.

[2] "Port" is defined in the Comprehensive Plan as "a place alongside navigable water with facilities for the loading and unloading of vessels and cargo." Private marinas meet this definition.

Objective 502.1: Because of the Florida Keys' unique nature as an archipelago, Monroe County shall promote the preservation and enhancement of the existing ports and port related activities.

Policy 101.5.6: The principal purpose of the Mixed Use/Commercial (MC) future land use category is to provide for the establishment of mixed use commercial land use (zoning) districts where various types of commercial retail and office may be permitted at intensities which are consistent with the community character and the natural environment. Employee housing and commercial apartments are also permitted. In addition, Mixed Use/Commercial land use districts are to establish and conserve areas of mixed uses, which may include maritime industry, light industrial uses, commercial fishing, transient and permanent residential, institutional, public, and commercial retail uses.

This future land use category is also intended to allow for the establishment of mixed use development patterns, where appropriate. Various types of residential and nonresidential uses may be permitted; however, heavy industrial uses and similarly incompatible uses shall be prohibited. The County shall continue to take a proactive role in encouraging the preservation and enhancement of community character and recreational and commercial working waterfronts.

Policy 101.5.22: The principal purpose of the Community Center (CC) overlay is to identify a defined geographic developmental focus area according to each of the adopted Livable CommuniKeys Community Master Plans. The intent of this overlay is to implement the action items identified in the Livable CommuniKeys Community Master Plans, pursuant to Policy 101.19.2. Within three years of the adoption of the 2030 Comprehensive Plan, Monroe County shall adopt the Community Center overlays as identified by the Livable CommuniKeys Community Master Plans included in Policy 101.19.2 on the Future Land Use Map. Maximum permitted densities and intensities shall be in accordance with the underlying land use categories.

GOAL 601: Monroe County shall adopt programs and policies to facilitate access by residents to adequate and affordable housing that is safe, decent, and structurally sound, and that meets the needs of the population based on type, tenure characteristics, unit size and individual preferences.

B. The Proposed Amendment implements and is consistent with the following Goals, Strategies and Action Items of the Livable CommuniKeys Program for Stock Island and Key Haven. Specifically, the amendment furthers:

Action Item 1.1.2: Amend the parking requirements in the overlay district by offering a parking credit for on-street parking spaces located directly in front of the development being served.

Action Item 1.1.3: Amend the floor area ratios in the overlay district for commercial retail and industrial uses.

Action Item 1.1.5: Create an overlay district to resolve issues with non-conforming structures and uses in the MU and MI land use districts.

Action Item 1.2.2: Allow the existing nonconforming commercial uses in the "downtown" overlay district to maintain their current density if workforce/affordable housing is provided above the commercial use. The workforce housing shall be calculated based on zero density.

Strategy 1.2 Create a "downtown" district.

Action Item 1.2.1: Identify Safe Harbor as a focal point of the "downtown" district. As part of this designation, analyze the appropriate boundaries for the "downtown" district and propose revisions to the Land Development Regulations.

Action Item 1.2.2: Allow the existing nonconforming commercial uses in the "downtown" overlay district to maintain their current density if workforce/affordable housing is provided above the commercial use. The workforce housing shall be calculated based on zero density

Goal One: Provide space for a working waterfront and its supporting industries.

Goal Two: Preserve commercial fishing.

Goal Three: Enhance the area's identity as a water-oriented, commercial fishing community.

Goal Four: Revitalize the port area while improving its physical setting and appearance.

Goal Five: Promote opportunities for the diversification of the local water-dependent economy.

Goal Six: Provide and improve waterfront access.

Goal Seven: Create an efficient, visually attractive network of intra-island corridors.

C. The Proposed Amendment is consistent with Florida Statutes

There are no provisions of the Florida Statutes inconsistent with the proposed Amendment.

D. The amendment is consistent with the Principles for Guiding Development for the Florida Keys Area, Section 380.0552(7), Florida Statutes. The Proposed Amendment specifically furthers the following Principles (Bolded):

For the purposes of reviewing the consistency of the adopted plan, or any amendments to that plan, with the principles for guiding development, and any amendments to the principles, the principles shall be construed as a whole and specific provisions may not be construed or applied in isolation from the other provisions.

(a) Strengthening local government capabilities for managing land use and development so that local government is able to achieve these objectives without continuing the area of critical state concern designation.

(b) Protecting shoreline and marine resources, including mangroves, coral reef formations, seagrass beds, wetlands, fish and wildlife, and their habitat.

(c) Protecting upland resources, tropical biological communities, freshwater wetlands, native tropical vegetation (for example, hardwood hammocks and pinelands), dune ridges and beaches, wildlife, and their habitat.

(d) Ensuring the maximum well-being of the Florida Keys and its citizens through sound economic development.

(e) Limiting the adverse impacts of development on the quality of water throughout the Florida Keys.

(f) Enhancing natural scenic resources, promoting the aesthetic benefits of the natural environment, and ensuring that development is compatible with the unique historic character of the Florida Keys.

(g) Protecting the historical heritage of the Florida Keys.

(h) Protecting the value, efficiency, cost-effectiveness, and amortized life of existing and proposed major public investments, including:

1. The Florida Keys Aqueduct and water supply facilities;
2. Sewage collection, treatment, and disposal facilities;
3. Solid waste treatment, collection, and disposal facilities;
4. Key West Naval Air Station and other military facilities;
5. Transportation facilities;
6. Federal parks, wildlife refuges, and marine sanctuaries;
7. State parks, recreation facilities, aquatic preserves, and other publicly owned properties;
8. City electric service and the Florida Keys Electric Co-op; and

9. Other utilities, as appropriate.

(i) Protecting and improving water quality by providing for the construction, operation, maintenance, and replacement of stormwater management facilities; central sewage collection; treatment and disposal facilities; and the installation and proper operation and maintenance of onsite sewage treatment and disposal systems.

(j) Ensuring the improvement of nearshore water quality by requiring the construction and operation of wastewater management facilities that meet the requirements of ss. 381.0065(4)(l) and 403.086(10), as applicable, and by directing growth to areas served by central wastewater treatment facilities through permit allocation systems.

(k) Limiting the adverse impacts of public investments on the environmental resources of the Florida Keys.

(l) Making available adequate affordable housing for all sectors of the population of the Florida Keys.

(m) Providing adequate alternatives for the protection of public safety and welfare in the event of a natural or manmade disaster and for a post disaster reconstruction plan.

(n) Protecting the public health, safety, and welfare of the citizens of the Florida Keys and maintaining the Florida Keys as a unique Florida resource.

Pursuant to Section 380.0552(7) Florida Statutes, the proposed amendment is consistent with the Principles for Guiding Development as a whole and is not inconsistent with any Principle.

Changed Projections, Assumptions and New Issues

The Board of County Commissioners may consider an amendment if the change is based on one or more factors, including changed projections (e.g. regarding public service needs) from those on which the text was based, changed assumptions (e.g. regarding demographic trends), data errors, new issues, or recognition of a need for additional detail or comprehensiveness.

The proposed Amendment is based on a need for additional detail or comprehensiveness, and the SHCC Overlay District provides a framework consistent with the Comprehensive Plan and as set forth in the Livable CommuniKeys Program for Stock Island and Key Haven.

<u>Safe Harbor and Stock Island Marina Village</u>

The construction of The Perry Hotel and Stock Island Marina Village have brought more tourists, visitors, and jobs to the area comprising the SHCC Overlay District. "A developing market has

emerged due to Stock Island's ability to provide world-class dockage amenities. Stock Island's many attractive features include great restaurants, entertainment, art, and architecture, as well as beautiful golf courses, and the best year-round fishing in the U.S. There are many marinas surrounding Key West, but Stock Island Marina Village leads the industry in technology, infrastructure, and hospitality. The marina has more deepwater capacity than any other marina in the Keys, and is safely nestled within a safe harbor, providing shelter from excessive wind and seas, but maintains easy access to the open Atlantic. ... The marina — part of Stock Island's Historic Seaport — opened its doors in the 1940s but has undergone complete redevelopment over the past four years, including the newly installed Bellingham concrete floating docks, new fuel system with 60,000 gallon capacity, 100-Room boutique style hotel, three on-site restaurants, and even more to come!" (https://southernboating.com/destinations/us-atlantic/stock-island-marina-village-key-west-florida/).

Ports such as the Safe Harbor Marina and Stock Island Marina Village are highly desirable destinations for boaters and fishermen from all over the world and are prime launching areas for sea travel from Florida to Cuba. "A ferry terminal for U.S.-Cuba travel, which has been a talking point for locals..., would require a marina such as Safe Harbor on Front Street or the Stock Island Marina Village on Shrimp Road, to be outfitted as an international port of entry." *In the Shadow of Key West, Change Ahead for a Neighboring Island* (Miami Herald, August 16, 2015).

Bernstein Park

The area comprising the SHCC Overlay District is undergoing a massive amount of change, and the SHCC Overlay District is necessary to keep up with and address the changing landscape of the area. Monroe County is close to completion of the reconstruction of neighboring Bernstein Park, at a cost of approximately $8 million, adding 2 soccer fields, a basketball court, exercise trail, a playground, and updated field lights. *This Keys Island Is Changing Right Before Our Eyes* (Miami Herald, November 27, 2016).

Boat Barn

The current Code disparately treats enclosed, four-sided boat storage racks and unenclosed, three-or-fewer sided boat storage racks with no meaningful distinction. The operational, concurrency, and environmental impacts are identical for enclosed boat racks as for three-sided, unenclosed boat racks. The text of the Amendment is consistent with the Code which encourages more sound, attractive, and practical development of boat storage racks.

The proposed Amendment is based on changed projections as to the needs of the public. As Monroe County braces itself to deal with the increasingly-evident impacts of climate change, an approach which considers and encourages best practices for storm readiness and hardening is necessary.

According to the U.S. National Climate Assessment Report, "Climate Change Impacts" (the "**NCA Report**"), produced by an advisory committee chartered under the Federal Advisory Committee

Act, for the Subcommittee on Global Change Research and at the request of the U.S. Government, "[t]here has been a substantial increase in most measures of Atlantic hurricane activity since the early 1980s...[citations omitted] These include measures of intensity, frequency, and duration as well as the number of strongest (category 4 and 5) storms." *See* NCA Report, P. 41. A copy of the NCA Report is attached hereto and incorporated herein as **Exhibit "B"**.

By providing for the SHCC Overlay District to accommodate enclosed boat rack structures, the Code will encourage storm-hardened and practical development of boat storage facilities. The recent wind-damage and water-damage impacts of Hurricane Irma and the projected increased intensity of Atlantic hurricanes mitigate for policies which encourage the protection of personal property (including boats) during storm events, and for investment by developers and port operators in infrastructure which provide peace of mind to visitors and tourists who may otherwise be wary to store boats in the Florida Keys for seasonal use as a result of hurricane impacts.

Furthermore, despite the best efforts of law enforcement, marine-related theft is on the rise in the Florida Keys. Pursuant to the June 21, 2017 Keynoter Article, "Marine Related Thefts on Rise Throughout the Florida Keys" (the "**Marine Theft Article**"), the theft of at least three (3) outboard engines, one (1) outboard lower unit, and three separate incidents of fishing gear theft from boats occurred over a ten-day span in June, 2017. A copy of the Marine Theft Article is attached hereto and incorporated herein as **Exhibit "C"**. One need only pick up a local newspaper any given week to find reports of the increased prevalence of marine-related theft.

The permissible development of enclosed boat racks allows developers and port operators to provide an additional option for boat storage which provides increased security to both tourist and resident boat users. It is axiomatic that an enclosed, locked boat storage structure reduces the risk of marine-related (engine and engine parts, fishing equipment, electronic equipment) theft as compared to structures where boats are visible to the naked eye. While the Marine Theft Article provides simply that "[m]ost boat, motor, and fishing and diving equipment thefts can be easily prevented with minimum effort. At the end of the day, remove your gear from the boat and lock it up[.]" motors cannot be readily removed from boats and boats themselves are vulnerable to theft when stored anywhere other than enclosed storage under lock and key. The Amendment will encourage theft-deterrence in the marine sphere and allow port operators to more economically provide in-demand storage, explicitly furthering Goal 502 of the Comprehensive Plan that "[a]ll existing and future residents and visitors of Monroe County shall be served with ports in a manner that *maximizes safety, convenience, economic benefit*, environmental compatibility and consistency with other elements of the comprehensive plan." (*emphasis* added).

No Adverse Community Change

There will be no adverse change to unincorporated Monroe County at large if the Amendment is approved. As discussed herein, there are no increased concurrency, environmental, or practical impacts associated with implementation of the SHCC Overlay District. All such development will be required to comply with level of service, concurrency, and performance standards as set forth in the Code. Moreover, it allows for infill at or near the primary employment center of Key West and Stock Island while keeping density outside the more rural lower Florida Keys.

Conclusion

Based on the foregoing, Applicant requests consideration and adoption of the Amendment. Thank you for your consideration and assistance, and please feel free to contact me with any questions.

Sincerely,

Barton W. Smith, Esq.

BWS/bg

Enclosures

Exhibit "A"

Monroe County Land Use Map Dated January 19, 1988

PREVIOUSLY PROVIDED

Exhibit "B"

NCA Report

PREVIOUSLY PROVIDED

Exhibit "C"

Marine Theft Article

PREVIOUSLY PROVIDED

KBP CONSULTING, INC.

December 4, 2018

Barton W. Smith, Esq.
Smith Hawks
138-142 Simonton Street
Key West, Florida 33040

Re: Safe Harbor – Stock Island, Florida
Parking Statement

Dear Bart:

As requested, KBP Consulting, Inc. has prepared a parking statement associated with the proposed development of the Safe Harbor Marina located on Stock Island in Monroe County, Florida. This statement addresses the parking requirements according to County Code and those associated with industry standards.

Residential

According to the Monroe County Land Development Code, Chapter 114, Sec. 114-67. Required Off-Street Parking, multifamily residential developments are required to provide two (2) parking spaces for each one- and two-bedroom dwelling unit and three (3) parking spaces for each three- (or more) bedroom dwelling unit. It is generally understood and acknowledged that these requirements result in an over-supply of parking within multifamily residential communities. This is especially true in the Lower Keys where alternative modes of transportation (i.e. walking, bicycles, scooters, transit, etc.) are quite common and generally preferred.

Based upon our experience and research at numerous multifamily residential communities throughout south Florida, it is evident that an overall parking rate of 1.5 parking spaces per dwelling unit is adequate to meet demand. This rate is further supported by data published by the Institute of Transportation Engineers in their manual entitled *Parking Generation, 4th Edition*. For the Low/Mid-Rise Apartment land use, average peak period parking demand is reported to be 1.23 vehicles (i.e. occupied parking spaces) per dwelling unit. Please see Attachment A for the relevant excerpts from this publication.

Marina

According to the Monroe County Land Development Code, Chapter 114, Sec. 114-67. Required Off-Street Parking, live-aboard boats are required to provide 1.5 parking spaces per berth, wet berths are required to provide one (1) parking space each, and one (1) parking space is required per four (4) dry boat storage spaces. Historically, this has resulted in an over-supply of parking at most marinas in the Keys.

8400 North University Drive, Suite 309, Tamarac, Florida 33321
Tel: (954) 560-7103 Fax: (954) 582-0989

The previously referenced Parking Generation manual indicates that marinas have a peak (Sunday) demand of 0.59 vehicles (occupied parking spaces) per wet berth. Concerning the dry boat storage spaces, research conducted by others in the Keys (and refenced in Monroe County traffic impact studies for more than 20 years) indicates that dry boat storage spaces generate approximately one-half of the vehicular traffic of a wet berth. Therefore, the corresponding parking rate should be one-half, or approximately 0.30 parking spaces per berth.

If you have any questions or require additional information, please do not hesitate to contact me.

Sincerely,

KBP CONSULTING, INC.

Karl B. Peterson, P.E.
Florida Registration Number 49897
Engineering Business Number 29939

8400 North University Drive, Suite 309, Tamarac, Florida 33321
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Attachment A

ITE Parking Generation Manual (4th Edition)

Relevant Excerpts

Parking Generation, 4th Edition

An Informational Report of the
Institute of Transportation Engineers

The Institute of Transportation Engineers (ITE) is an international educational and scientific association of transportation professionals who are responsible for meeting mobility and safety needs. ITE facilitates the application of technology and scientific principles to research, planning, functional design, implementation, operation, policy development and management for any mode of ground transportation. Through its products and services, ITE promotes professional development of its members, supports and encourages education, stimulates research, develops public awareness programs and serves as a conduit for the exchange of professional information.

Founded in 1930, ITE is a community of transportation professionals including, but not limited to transportation engineers, transportation planners, consultants, educators and researchers. Through meetings, seminars, publications and a network of 17,000 members, working in more than 90 countries, ITE is your source for expertise, knowledge and ideas.

***Parking Generation* is an informational report of the Institute of Transportation Engineers. The information has been obtained from the research and experiences of transportation engineering and planning professionals. ITE informational reports are prepared for informational purposes only and do not include Institute recommendations on which is the best course of action or the preferred application of the data.**

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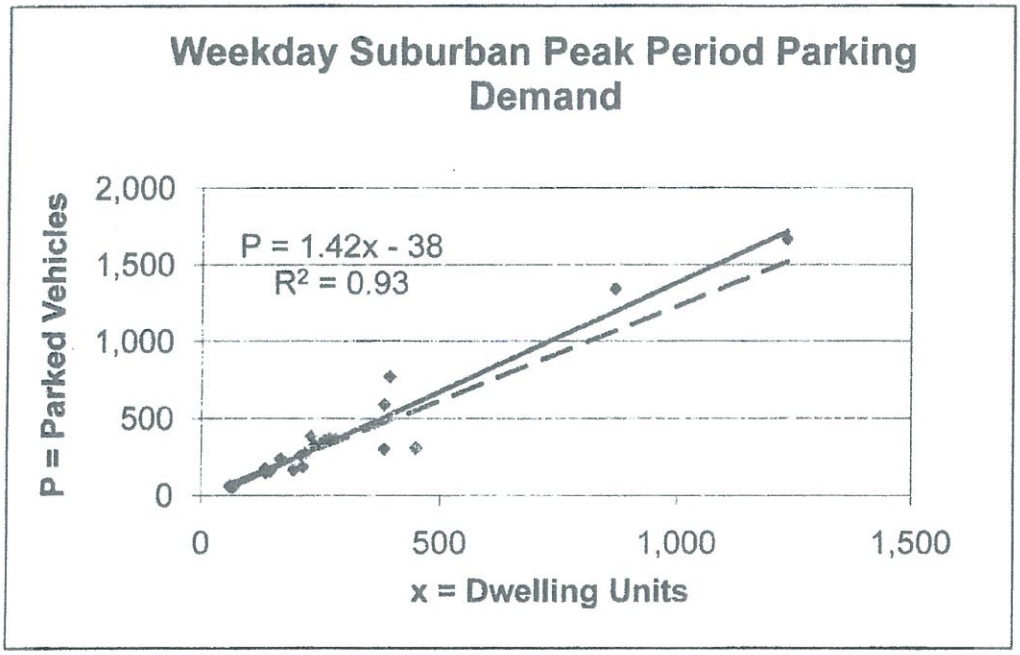
Land Use: 221
Low/Mid-Rise Apartment

Average Peak Period Parking Demand vs. Dwelling Units
On a: Weekday
Location: Suburban

Statistic	Peak Period Demand
Peak Period	12:00–5:00 a.m.
Number of Study Sites	21
Average Size of Study Sites	311 dwelling units
Average Peak Period Parking Demand	1.23 vehicles per dwelling unit
Standard Deviation	0.32
Coefficient of Variation	21%
95% Confidence Interval	1.10–1.37 vehicles per dwelling unit
Range	0.59–1.94 vehicles per dwelling unit
85th Percentile	1.94 vehicles per dwelling unit
33rd Percentile	0.68 vehicles per dwelling unit



◆ Actual Data Points ——— Fitted Curve - - - - Average Rate

SMITH/HAWKS
ATTORNEYS AT LAW

COPY

RECEIVED MAR 20 2019

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March 18, 2019

HAND DELIVERED

Emily Schemper,
Senior Director
Monroe County Planning & Environmental Resources Department
2798 Overseas Highway, Suite 400
Marathon, FL 33050

RE: Second Amendment to Proposed Text Amendment to Provide Text for Section 130-140 of the Monroe County Land Development Regulations (File No. 2018-169)

Dear Emily,

Please allow this letter to serve as a second amendment to the request for amendment to the Land Development Regulation Text Amendment Application ("**Original Application**") made on behalf of Longstock II, LLC, a Florida limited liability company ("**Applicant**"), received by Monroe County on August 15, 2018, a copy of which is attached hereto and incorporated herein as Exhibit "A" and first amended on December 10, 2018.

Original Application Background

The Original Application provided text for Section 130-140 of the Monroe County Land Development Regulations ("**Code**") which has been reserved for the Safe Harbor Community Center ("**SHCC**") Overlay District. The Original Application was submitted on the basis that the SHCC is an area poised for future development and in need of a specific overlay suitable to the particular needs and unique characteristics of the SHCC, consistent with the policies of the Monroe County Year 2030 Comprehensive Plan ("**Comp. Plan**") and the Stock Island and Key Haven Livable CommuniKeys Plan.

Generally, the proposed text amendment ("**Amendment**") seeks to promote a working waterfront and public access to the marine and coastal waters and allows for redevelopment in the SHCC of hotels/motels, affordable/workforce housing, commercial retail, and restaurant uses while balancing the protection of recreational and commercial working waterfront and commercial fishing uses and preserving and protecting coastal and natural resources and the community character of the SHCC.

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Revisions to Original Application

Since submission of the Original Application, the Applicant has become aware of additional planning considerations affecting the SHCC. Throughout the processing of the Original Application, Applicant's agents have sought input from various stakeholders within the SHCC who have significant concerns regarding the development permissible within the SHCC, particularly with regard to build-back in the event of substantial destruction of facilities which embody the character of the proposed SHCC. Specifically, various properties within the SHCC which are utilized for water-dependent uses are currently non-conforming as to setbacks and as to intensity. The proposed Amendment seeks to recognize existing non-conforming commercial intensity by allowing build-back in the event of damage/destruction, and to allow non-conforming structures to be rebuilt within their nonconforming setbacks. These changes will allow the existing character of the SHCC to continue.

Further, the Amendment seeks to recognize the character of the SHCC by allowing development of water-dependent principal and accessory uses within the shoreline setback, provided such uses do not discharge into Safe Harbor or surrounding surface waters. Any such development would be required to comply with Florida Department of Environmental Protection or Army Corps of Engineers setback regulations, whichever regulations are more stringent. The relaxation of setback restrictions for such water-dependent principal and accessory uses is consistent with the character of other wharves and working waterfront areas, where water-dependent uses in close proximity to the shoreline, adjacent to non-water dependent upland uses, comprise a crucial portion of the waterfront fabric and develop a sense of place.

Additionally, KBP Consulting Inc. has provided a parking report regarding residential and marina uses which data has been incorporated into the parking chart.

Lastly, by adoption of Comp. Plan Policy 502.1.4, Monroe County had codified its support of removal of System Unit FL 57 (which is within the proposed SHCC) from the Coastal Barrier Resources System ("CBRS") Map adopted by the Federal Coastal Barrier Improvement Act of 1990.

Currently, pursuant to Code Section 138-22(b)(6e), areas designated within the CBRS may not serve as receiver sites for transient, affordable, or market rate units. The Amendment removes this prohibition as it pertains to System Unit 57, to allow for the type of mixed-use development which typifies the SHCC. While Monroe County has to date been unsuccessful in redesignating System Unit 57 through Federal legislative action, elimination of the transfer prohibition will allow this area to function as all other areas within the SHCC, fulfilling the intent of the Amendment by fostering opportunities for responsible growth consisting of "redevelopment in a non-environmentally sensitive area of the Lower Keys for hotels/motels, affordable/workforce housing, commercial retail, and restaurant uses while balancing the protection of recreational and commercial working waterfront and commercial fishing uses, and preserving and protecting coastal and natural resources and the community character."

The Amendment is as follows (additions to Amendment as initially proposed underlined in blue and deletions to Amendment as initially proposed ~~stricken in red~~):

The Proposed Amendment

Sec. 130-140. Safe Harbor Community Center Overlay District.

(a) *Purpose and intent.* The purpose of the Safe Harbor Community Center Overlay District is to implement applicable goals, objectives, and policies of the Comprehensive Plan promoting a working waterfront and public access to the marine and coastal waters and allowing for redevelopment in a non-environmentally sensitive area of the Lower Keys for hotels/motels, affordable/workforce housing, commercial retail, and restaurant uses while balancing the protection of recreational and commercial working waterfront and commercial fishing uses, and preserving and protecting coastal and natural resources and the community character. The intent is to protect and maintain the character of the Safe Harbor area while allowing redevelopment/infill within the overlay district, an area that is the result of dredge and fill which has been developed with nonresidential uses.

(b) *Boundary.* The Safe Harbor Community Center Overlay District shall be shown as an overlay district on the Official Land Use District Map. The Safe Harbor Community Center Overlay District shall be comprised of that certain area bounded by Front Street to the east, Fourth Avenue to the north, Fifth Avenue to the north, Shrimp Road to the west, and Shrimp Road to the south but excluding that certain property owned by the Utility Board of the City of Key West and Florida Keys Aqueduct Authority bounded by Front Street to the east.

(c) Pursuant to Monroe County Comprehensive Plan Policy 101.5.6, the limitation of 5,000 square feet of floor area for commercial retail, restaurant uses, or any combination thereof shall apply to parcels as they existed as of the date of adoption of the Land Development Regulations in 1986 and as identified in the Monroe County Land Use Map dated January 19, 1988 attached hereto as **Exhibit "A"**.

(d) Notwithstanding any provision to the contrary, non-residential structures which are non-conforming as to intensity within the Safe Harbor Community Center Overlay District as of the effective date of this section may be redeveloped up to their existing square footage in the event of involuntary substantial damage or destruction.

(e) NROGO allocations or transfers over 10,000 square feet shall be permitted into the Safe Harbor Community Center Overlay District.

(f) Within the boundaries of the Safe Harbor Community Center Overlay District, the permitted and conditional uses in subsections (1)(b) and (c) shall be enforced, in lieu of Section 130-85, Maritime Industries, and Section 130-88, Mixed Use; the maximum hotel/motel density in subsection (2) shall be enforced in lieu of Section 130-162; and the nonresidential land use

intensities in subsection (3) shall be enforced in lieu of Section 130-164, maximum nonresidential land use intensities and district open space.

(1) *Permitted uses.* Safe Harbor Community Center Overlay District Permitted Uses

A. The following uses are permitted as of right in the Safe Harbor Community Center Overlay District:

1. Light industrial uses;
2. Commercial retail, restaurant uses, or any combination thereof, of less than 5,000 square feet of floor area;
3. Institutional residential uses, involving less than ten dwelling units or rooms;
4. Office uses of less than 5,000 square feet of floor area;
5. Continuation of existing heavy industrial uses;
6. Detached dwellings;
7. Commercial apartments involving less than six dwelling units, but tourist housing uses, vacation rental use, of commercial apartments is prohibited.
8. Attached and detached dwellings involving less than six units, designated as employee housing as provided for in Section 139-1;
9. Commercial fishing;
10. Institutional uses;
11. Public buildings and uses;
12. Replacement of an existing antenna-supporting structure pursuant to Section 146-5(b);
13. Collocations on existing antenna-supporting structures, pursuant to Section 146-5(c);
14. Attached wireless communications facilities, as accessory uses, pursuant to section 146-5(d);
15. Stealth wireless communications facilities, as accessory uses, pursuant to section 146-5(e); and
16. Satellite earth stations, as accessory uses, pursuant to section 146-5(f);
17. Wastewater nutrient reduction cluster systems that serve less than ten residences.

B. The following uses are permitted as minor conditional uses in the Safe Harbor Community Center Overlay District, subject to the standards and procedures set forth in Chapter 110, Article III:

1. Commercial apartments involving more than six dwelling units, provided that:

a. The hours of operation of the commercial uses proposed in conjunction with the apartments are compatible with residential uses;

b. Access to U.S. 1 is by way of:

1. An existing curb cut;
2. A signalized intersection; or

3. A curb cut that is separated from any other curb cut on the same side of U.S. 1 by at least 400 feet;

c. Tourist housing uses, including vacation rental use of commercial apartments is prohibited;

2. Hotels of fewer than 50 rooms, provided that one or more of the following amenities is available to guests:

   a. Swimming pool;
   b. Docking Facilities; or
   c. Tennis courts;

3. New antenna-supporting structures, pursuant to Section 146-5(a).

4. Commercial retail, office, restaurant uses, or any combination thereof, of low and medium intensity, and of greater than 5,000 but less than 10,000 square feet or floor area, provided that access to U.S. 1 is by way of:

   a. An existing curb cut;
   b. A signalized intersection; or
   c. A curb cut that is separated from any other curb cut on the same side of U.S. 1 by at least 400 feet;

5. Commercial retail, office, restaurant uses, or any combination thereof, of high intensity, and of less than 5,000 square feet of floor area, provided that access to U.S. 1 is by way of:

   a. An existing curb cut;
   b. A signalized intersection; or
   c. A curb cut that is separated from any other curb cut on the same side of U.S. 1 by at least 400 feet;

6. Commercial apartments involving six to 18 dwelling units, provided that:

   a. The hours of operation of the commercial uses are compatible with residential uses;
   b. Access to U.S. 1 is by way of:

      1. An existing curb cut;
      2. A signalized intersection; or
      3. A curb cut that is separated from any other curb cut on the same side of U.S. 1 by at least 400 feet;

   c. Tourist housing uses, including vacation rental uses, of commercial apartments are prohibited;

7. Attached and detached dwellings involving six to 18 units, designated as employee housing as provided for in Section 139-1.

C. The following uses are permitted as major conditional uses in the Safe Harbor Community Center Overlay District, subject to the standards and procedures set forth in Chapter 110, Article III:

1. Commercial retail, office, restaurant uses, or any combination thereof, of low and medium intensity, of greater than 10,000 square feet of floor area, provided that access to U.S. 1 is by way of:

   a. An existing curb cut;
   b. A signalized intersection; or
   c. A curb cut that is separated from any other curb cut on the same side of U.S. 1 by at least 400 feet;

2. Hotels providing 50 or more rooms, provided that:

   a. The hotel has restaurant facilities on the premises; and
   b. One or more of the following amenities is available to guests:

      1. Swimming pool; or
      2. Docking facilities; or
      3. Tennis courts; and

   c. Access to U.S. 1 is by way of:

      1. An existing curb cut;
      2. A signalized intersection; or
      3. A curb cut that is separated from any other curb cut on the same side of U.S. 1 by at least 400 feet;

3. Marinas, provided that:

   a. The parcel proposed for development has access to water at least four feet below mean sea level at mean low tide;
   b. The sale of goods and services is limited to fuel, food, boating, diving and sport fishing products;
   c. All outside storage areas are screened from adjacent uses by a solid fence, wall, or hedge at least six feet in height; and
   d. Each nonwaterside perimeter setback of the parcel proposed for development must have a class C bufferyard within a side yard setback of no less than ten feet;

4. Wastewater treatment facilities and wastewater treatment collection systems serving uses located in any land use district, provided that:

    a. The wastewater treatment facility and wastewater treatment collection systems are in compliance with all federal, state, and local requirements;
    b. The wastewater treatment facility, wastewater treatment collection systems and accessory uses shall be screened by structures designed to be architecturally consistent with the character of the surrounding community and minimize the impact of any outdoor storage, temporary or permanent; and
    c. In addition to any district boundary buffers set forth in Chapter 114, Article V, a planting bed, eight feet in width, to be measured perpendicular to the exterior of the screening structure shall be established with the following:

        1. One native canopy tree for every 25 linear feet of screening structure;
        2. One understory tree for every ten linear feet of screening structure and the required trees shall be evenly distributed throughout the planting bed;
        3. The planting bed shall be installed as set forth in Chapter 114, Article IV; and
        4. A solid fence may be required upon determination by the planning director.

5. Heliports or seaplane ports, provided that:

    a. The heliport is associated with a governmental service facility, a law enforcement element or a medical services facility;
    b. The heliport or seaplane port is a Federal Aviation Administration certified landing facility;
    c. The landing and departure approaches do not pass over established residential uses or known bird rookeries;
    d. If there are established residential uses within 500 feet of the parcel proposed for development, the hours of operation for non-emergency aircraft shall be limited to daylight; and
    e. The use is fenced or otherwise secured from entry by unauthorized persons;

6. Attached and detached dwelling units involving more than 18 units, designated as employee housing as provided for in Section 139-1.

(2) *Maximum Densities for Hotel/Motel and Minimum Open Space.* For purposes of this overlay district, the hotel/motel maximum net density shall be 20 units per acre and minimum open space shall be 0.20.

(3) *Maximum Nonresidential Land Use Intensities and District Open Space.* For the purposes of this overlay district, uses with corresponding intensity thresholds shall be cumulative and utilize the floor area ratios as follows:

Safe Harbor Community Center Overlay District Maximum Nonresidential Land Use Intensities and District Open Space:

Land Use	Maximum Floor Area Ratio	Minimum Open Space Ratio[a]
Low Intensity Commercial Retail or Restaurant	0.40	0.20
Medium Intensity Commercial Retail or Restaurant	0.30	0.20
High Intensity Commercial Retail or Restaurant	0.30	0.20
Office	0.50	0.20
Commercial Fishing	0.45	0.20
Light Industrial	0.60[b]	0.20
Heavy Industrial	0.40	0.20
Institutional	0.30	0.20
Public Building/Uses	0.60	0.20
Agriculture (Mariculture)	0.45	0.20
Commercial Recreation	0.25	0.20

(a) Additional open space requirements may apply based on environmental protection criteria – see additional open space ratios in Chapter 118. In accordance with Section 101-2(1), the most restrictive of these ratios applies.

(b) For properties within the Safe Harbor Community Center Overlay District with Light Industrial land use, the maximum floor area ratio shall be 0.60 in accordance with Policy 101.5.25 of the Comprehensive Plan.

(c) Enclosed and partially enclosed boat barns shall not count towards Floor Area Ratio within the Safe Harbor Community Center Overlay District.

(d) In order to preserve and promote recreational and commercial working waterfront uses, as defined by 342.07, F.S., pursuant to Policy 101.5.6., the following criteria shall apply to all lands designated with the Maritime Industries (MI) land use (zoning) district within this land use category:

1. When a mixture of uses is proposed for parcels designated as MI land use (zoning) district, working waterfront and water dependent uses, such as marina, fish house market, boat repair, boat building, boat storage, or other similar uses but excluding transient uses, shall be preserved by maintaining a minimum of 35% of the upland area of the property for those uses.

   To incentivize additional preservation of recreational and commercial working waterfront uses, the following shall be available:

   i. For the preservation of 36-50% of the upland area of property for working waterfront and water dependent uses, up to 20,000 sf/ft. of nonresidential floor area from the NROGO bank shall be provided to the property, and

   ii. For the preservation of 50% or more of the upland area of property for working waterfront and water dependent uses, the residential density on the property may be developed pursuant to the maximum net density standard without the use of TDRs.

(g) *Parking.*

(1) *Required number of off-street parking spaces.* The following number of parking spaces shall be provided for each use[1]:

Specific Use Category	**Minimum Required Number of Parking Spaces Per Indicated Unit of Measure**
Single-family dwelling units, including mobile homes on individual lots or parcels	2.0 spaces per dwelling unit or mobile home
Multifamily residential developments	1.5 spaces per dwelling unit
Commercial retail except as otherwise specified in this table	3.0 spaces per 1,000 sq. ft. of nonresidential floor area within the building and 1.5 spaces per 1,000 sq. ft. of area devoted to outdoor retail sales
Eating and drinking establishments, such as restaurants and bars	For areas devoted to food/beverage service, 1.0 space per 3 seats or 3.0 spaces per 1,000 sq. ft. of nonresidential floor area, whichever total amount is higher. For other areas, 3.0 spaces per 1,000 sq. ft. of nonresidential floor area within the building separate from the seating area and devoted to activities other than food/beverage service (including, but not limited to, kitchen, office, retail sales not related to food or beverage and storage)
Commercial recreation (indoor), excluding theaters, conference centers and activity centers	5.0 spaces per 1,000 sq. ft. of nonresidential floor area within the building
Commercial recreation (outdoor)	5.0 spaces per 1,000 sq. ft. of the parcel that is directly devoted to the outdoor recreational activity, excluding areas used for parking and driveways, required yards and required landscaping and buffer areas
Theaters, conference centers, or activity centers	1.0 space per 3.0 actual seats or based on seating capacity
Offices	3.0 spaces per 1,000 sq. ft. of nonresidential floor area within the building
Hotels/destination resorts	1.0 space per each 1-bedroom transient dwelling unit and 1.0 space plus 0.5 space for each additional bedroom per each 2 or more bedroom transient dwelling unit

[1] This subsection shall replace subsection 114-67©. All other provisions of Sec. 114-67 shall apply as provided in the Code.

Industrial uses; excluding mini-warehouses/self-storage centers; repair or servicing of vehicles; and warehousing	2.0 spaces per 1,000 sq. ft. of nonresidential floor area within the building; and 1.0 space per 1,000 sq. ft. of the parcel that is devoted to outdoor industrial use
Live-aboard	1.0 space per berth
Marinas and commercial fishing facilities	1.0 space per 2 berths plus 1.0 space per 4 dry storage racks
Charter/guide boats, six or fewer passenger capacity	1.0 space per berth
Party and charter/guide boats, more than six passengers capacity	0.3 space per passenger capacity of vessel
Boat ramps	6.0 spaces per ramp; all spaces shall be a minimum of 14 feet by 55 feet, to accommodate trailers and oversized vehicles

(2) *Off-site parking facilities.* The following requirements shall apply to off-site parking facilities for nonresidential uses.

1. Off-site parking facilities shall be permitted and located within the Safe Harbor Community Center Overlay District.
2. A parking agreement shall be required in accordance with Section 114-68.

(h) *Setback.*

a. The front setback for each parcel within the Safe Harbor Community Center Overlay District shall be reduced to 10 feet for a more urban look in the Safe Harbor Community Center Overlay District. Street lights and landscape lighting may be located in the front setback.

b. The shoreline setback for structures containing water-dependent principal or accessory uses within the Safe Harbor Community Center Overlay District shall be the greater of ten (10) feet or the applicable setback prescribed by Florida Department of Environmental Protection or Army Corps of Engineers regulations, whichever regulation is more restrictive, provided such uses do not involve discharge into Safe Harbor or adjacent surface waters. Water-dependent principal or accessory uses within the Safe Harbor Community Center Overlay District existing as of the effective date of this section may be redeveloped in their existing footprint in the event of involuntary substantial damage or destruction.

(i) *Signage.* For purposes of signage in the Safe Harbor Community Center Overlay District, the number of parcels as set forth in the Monroe County, Florida Land Use District Map adopted by the Monroe County Board of Commissioners by Resolution on January 19, 1988 shall be used to determine the maximum amount of signage for a particular parcel. For example, if a particular parcel consisted of 5 parcels as set forth in the Land Use District Map adopted on

January 19, 1988, then the maximum amount of signage for that particular parcel shall be determined as if that parcel consisted of 5 parcels.

(j) *CBRS Restrictions.* Notwithstanding the provisions of Chapter 138 or any other provision to the contrary, sites within the Safe Harbor Community Center Overlay District which are designated within Coastal Barrier Resources System Unit FL 57 shall not be prohibited from serving as receiver sites for transient, market rate, and affordable dwelling units, provided the applicable site meets all other criteria for a receiver site.

Reason for Proposed Text Amendment

The Monroe County Year 2030 Comprehensive Plan provides for the Livable CommuniKeys Master Plan which in turn provides for the Master Plan for the Future Development of Stock Island & Key Haven, which provides for the establishment of the Safe Harbor Community Center Overlay District which is the basis of this Amendment.

Text Amendment Request

The Amendment seeks to promote a working waterfront and public access to the marine and coastal waters and allows for redevelopment in the SHCC for hotels/motels, affordable/workforce housing, commercial retail, and restaurant uses while balancing the protection of recreational and commercial working waterfront and commercial fishing uses and preserving and protecting coastal and natural resources and the community character of the SHCC.

Policy 101.5.6

Although Section 130-140(f)(1)(b)(4) of the Amendment above permits commercial retail, office, restaurant uses, or any combination thereof, of low and medium intensity, and of greater than 5,000 but less than 10,000 square feet or floor area as a minor conditional use, this does not contradict Policy 101.5.6 of the Monroe County Comprehensive Plan, which provides that parcels within the Maritime Industries zoning district shall be limited to uses of less than 5,000 square feet of floor area. The specified permitted minor conditional use can only occur by consolidation of parcels as set forth above in Section 130-140(c) of the Amendment.

Parking

The parking calculations provided are based on: (1) historical parking utilization data in the SHCC; (2) the requirements of the City of Key West Land Development Regulations which contain similar parking demands for liveaboards and wet slips in urban areas; (3) as well as 15 years of data evidencing that dry slips are utilized half the time wet slips are utilized and generate approximately half the parking demand. Because of Safe Harbor's proximity to Key West, alternative modes of transportation, including bicycles and scooters, are utilized for transportation. A parking study has been submitted along with this amendment supporting the adjustments to parking contained in the Amendment.

Setback

The SHCC Overlay District will reduce the required front setback for each parcel within the SHCC Overlay District to 10 feet which will allow for a more accessible and inviting atmosphere for the buildings in the SHCC Overlay District. Further, existing water dependent principal and accessory structures will be permitted to be built back in the event of involuntary destruction due a natural disaster, fire or other issue and new water dependent uses will be situated to best take advantage of Safe Harbor. Safe Harbor Marina, Keys Fresh Seafood, 3D boatyard all have principal water dependent structures that if destroyed would not be capable of being rebuilt. This code provision protects these property owners' long term investments.

Signage

The SHCC Overlay District will solve the problem regarding the need for signage variances for large parcels such as the Perry Hotel, which formerly consisted of multiple smaller parcels. This is achieved by utilizing the number of parcels as per the Land Use District Map adopted by the Monroe County Board of Commissioners by Resolution on January 19, 1988.

Military Installation Area of Impact

The Safe Harbor Community Center Overlay District is located in a noise zone of less than 65 DNL (Day-Night Average Sound level) noise contour pursuant to the 2013 Aircraft Noise Study for Naval Air Station Key West, and the Safe Harbor Community Center Overlay District is compatible with the Military Installation Area of Impact (MIAI).

Density

Prior to 2017, the Land Development Code open space density was zero (0) in Maritime Industries. The Safe Harbor Community Center District Overlay provides for development at this prior level, but accounts for open space, requiring a portion of the property to be open but still allowing the same maximum net density as was provided in the land development code until its 2017 amendment.

Boat Barns/Racks

This Amendment will allow development of boat racks which are covered and enclosed (provided the same are not associated with retail sales of boats), rather than just covered, unenclosed boat racks, without requiring NROGO square footage.

The Amendment eliminates an artificial distinction with no significance to the NROGO scheme. There is no functional or operational difference between covered, unenclosed or enclosed on three sides boat racks and covered, enclosed boat racks. However, under the current Code, a developer must obtain NROGO allocations and/or exemptions to construct an enclosed boat storage building but can build a non-enclosed (three-sided) boat storage building without the necessity of obtaining NROGO. This incentivizes development and continued use of unenclosed boat storage and

discourages development and use of enclosed boat storage which is more secure from a security perspective and less susceptible to damage in a wind event such as a hurricane.

Simple physics dictates that a one, two, or three-sided building has an increased risk of sustaining damage in a wind event as opposed to a four-sided, enclosed building. Because of the lack of enclosure, wind blowing into the unenclosed structure can create a "sail" effect, stressing the structural components of the building. An enclosed building presents no such opportunity. From a practical perspective, designs of enclosed boat storage buildings which are rated for hurricane-force winds are readily available, whereas three-and-fewer sided buildings are not typically designed to withstand high-intensity winds.

There is no public policy justification for the current disparate treatment of enclosed and unenclosed boat racks. Both enclosed and unenclosed boat racks are "constructed, installed or portable, the use of which requires a location on a parcel of land," and as such meet the Code definition of "structure."

Figure 1, below, depicts an elevation and an aerial of an enclosed, four-sided structure intended for boat dry rack storage. Construction of this structure requires NROGO:

Figure 1:

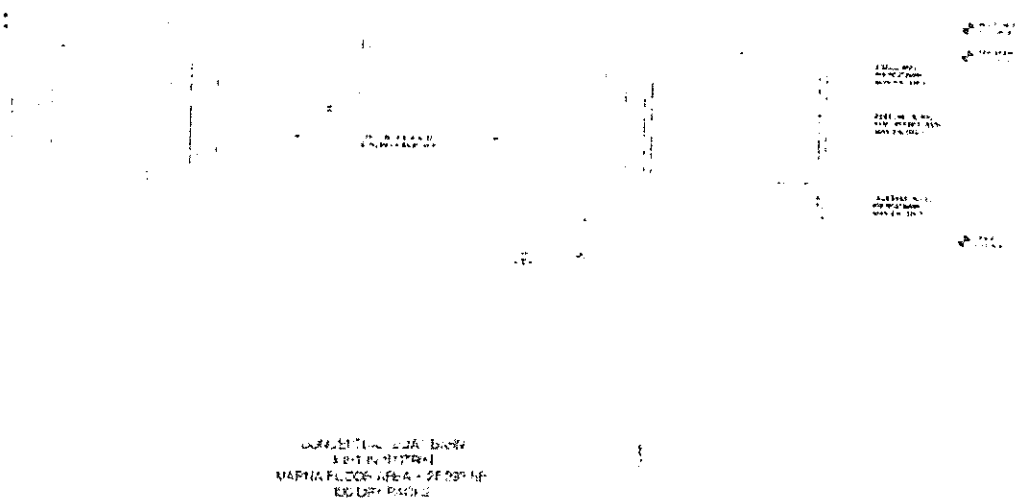
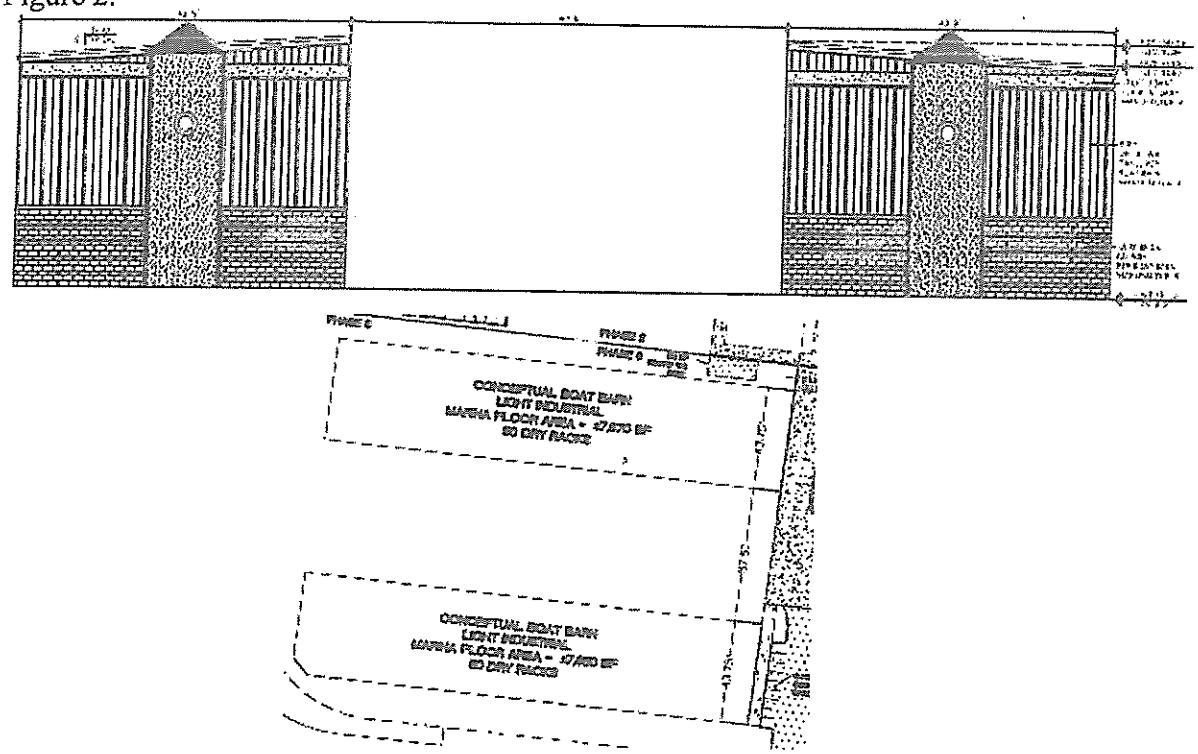


Figure 2, below, depicts an elevation and an aerial of the same structure "cut" in half, creating two three-sided unenclosed structures. Construction of these structures for boat storage use unrelated to retail sales does not require NROGO:

Figure 2:



The above Figures illustrate the absurdity of the current Code and the practical need for the Amendment. The Amendment will not change the function of the Code in any way but will allow developers and port operators to more easily and economically meet Florida Building Code requirements for boat rack structures, while decreasing the risk to boats stored inside as addressed herein.

Consistency with the Monroe County Year 2030 Comprehensive Plan, the Florida Statutes, and Principles for Guiding Development

A. **The Proposed Amendment implements and is consistent with the following Goals, Objectives and Policies of the Monroe County Year 2030 Comprehensive Plan. Specifically, the amendment furthers:**

Objective 101.4: Monroe County shall regulate nonresidential development to maintain a balance of land uses to serve the needs of the future population of Monroe County.

Policy 101.4.5 The NROGO allocation system shall not apply to the following nonresidential developments:

5. Industrial uses in the Maritime Industries (MI) and the Industrial (I) land use (zoning) districts.

12. Recreational and commercial working waterfront uses, as defined by §342.07, F.S., excluding transient uses. These exemptions shall not be available on lands designated as Tier I or, if clearing is proposed, designated as Tier III-A (SPA).

GOAL 217: The coastal area of Monroe County shall be managed to promote public access to the marine and coastal waters, to balance the protection of recreational and commercial working waterfront and commercial fishing uses and the preservation and protection of coastal and natural resources and the community character. [§163.3178(2)(g), F.S.]

Policy 217.1.1: The strategy to preserve and protect commercial fishing and recreational and commercial working waterfront uses shall include the following:

1. Exemptions from the requirements of the Permit Allocation System for new nonresidential development, pursuant to Policy 101.4.5;

GOAL 502: All existing and future residents and visitors of Monroe County shall be served with ports[2] in a manner that maximizes safety, convenience, economic benefit, environmental compatibility and consistency with other elements of the comprehensive plan.

Objective 502.1: Because of the Florida Keys' unique nature as an archipelago, Monroe County shall promote the preservation and enhancement of the existing ports and port related activities.

Policy 101.5.6: The principal purpose of the Mixed Use/Commercial (MC) future land use category is to provide for the establishment of mixed use commercial land use (zoning) districts where various types of commercial retail and office may be permitted at intensities which are consistent with the community character and the natural environment. Employee housing and commercial apartments are also permitted. In addition, Mixed Use/Commercial land use districts are to establish and conserve areas of mixed uses, which may include maritime industry, light industrial uses, commercial fishing, transient and permanent residential, institutional, public, and commercial retail uses.

This future land use category is also intended to allow for the establishment of mixed use development patterns, where appropriate. Various types of residential and nonresidential uses may be permitted; however, heavy industrial uses and similarly incompatible uses shall be prohibited. The County shall continue to take a proactive role in encouraging the preservation and enhancement of community character and recreational and commercial working waterfronts.

[2] "Port" is defined in the Comprehensive Plan as "a place alongside navigable water with facilities for the loading and unloading of vessels and cargo." Private marinas meet this definition.

Policy 101.5.22: The principal purpose of the Community Center (CC) overlay is to identify a defined geographic developmental focus area according to each of the adopted Livable CommuniKeys Community Master Plans. The intent of this overlay is to implement the action items identified in the Livable CommuniKeys Community Master Plans, pursuant to Policy 101.19.2. Within three years of the adoption of the 2030 Comprehensive Plan, Monroe County shall adopt the Community Center overlays as identified by the Livable CommuniKeys Community Master Plans included in Policy 101.19.2 on the Future Land Use Map. Maximum permitted densities and intensities shall be in accordance with the underlying land use categories.

GOAL 601: Monroe County shall adopt programs and policies to facilitate access by residents to adequate and affordable housing that is safe, decent, and structurally sound, and that meets the needs of the population based on type, tenure characteristics, unit size and individual preferences.

B. **The Proposed Amendment implements and is consistent with the following Goals, Strategies and Action Items of the Livable CommuniKeys Program for Stock Island and Key Haven. Specifically, the amendment furthers:**

Action Item 1.1.2: Amend the parking requirements in the overlay district by offering a parking credit for on-street parking spaces located directly in front of the development being served.

Action Item 1.1.3: Amend the floor area ratios in the overlay district for commercial retail and industrial uses.

Action Item 1.1.5: Create an overlay district to resolve issues with non-conforming structures and uses in the MU and MI land use districts.

Action Item 1.2.2: Allow the existing nonconforming commercial uses in the "downtown" overlay district to maintain their current density if workforce/affordable housing is provided above the commercial use. The workforce housing shall be calculated based on zero density.

Strategy 1.2 Create a "downtown" district.

Action Item 1.2.1: Identify Safe Harbor as a focal point of the "downtown" district. As part of this designation, analyze the appropriate boundaries for the "downtown" district and propose revisions to the Land Development Regulations.

Action Item 1.2.2: Allow the existing nonconforming commercial uses in the "downtown" overlay district to maintain their current density if workforce/affordable housing is provided above the commercial use. The workforce housing shall be calculated based on zero density

Goal One: Provide space for a working waterfront and its supporting industries.

Goal Two: Preserve commercial fishing.

Goal Three: Enhance the area's identity as a water-oriented, commercial fishing community.

Goal Four: Revitalize the port area while improving its physical setting and appearance.

Goal Five: Promote opportunities for the diversification of the local water-dependent economy.

Goal Six: Provide and improve waterfront access.

Goal Seven: Create an efficient, visually attractive network of intra-island corridors.

C. **The Proposed Amendment is consistent with Florida Statutes**

There are no provisions of the Florida Statutes inconsistent with the proposed Amendment.

D. **The amendment is consistent with the Principles for Guiding Development for the Florida Keys Area, Section 380.0552(7), Florida Statutes. The Proposed Amendment specifically furthers the following Principles (Bolded):**

For the purposes of reviewing the consistency of the adopted plan, or any amendments to that plan, with the principles for guiding development, and any amendments to the principles, the principles shall be construed as a whole and specific provisions may not be construed or applied in isolation from the other provisions.

(a) Strengthening local government capabilities for managing land use and development so that local government is able to achieve these objectives without continuing the area of critical state concern designation.

(b) Protecting shoreline and marine resources, including mangroves, coral reef formations, seagrass beds, wetlands, fish and wildlife, and their habitat.

(c) Protecting upland resources, tropical biological communities, freshwater wetlands, native tropical vegetation (for example, hardwood hammocks and pinelands), dune ridges and beaches, wildlife, and their habitat.

(d) Ensuring the maximum well-being of the Florida Keys and its citizens through sound economic development.

(e) Limiting the adverse impacts of development on the quality of water throughout the Florida Keys.

(f) Enhancing natural scenic resources, promoting the aesthetic benefits of the natural environment, and ensuring that development is compatible with the unique historic character of the Florida Keys.

(g) Protecting the historical heritage of the Florida Keys.

(h) Protecting the value, efficiency, cost-effectiveness, and amortized life of existing and proposed major public investments, including:

1. The Florida Keys Aqueduct and water supply facilities;
2. Sewage collection, treatment, and disposal facilities;
3. Solid waste treatment, collection, and disposal facilities;
4. Key West Naval Air Station and other military facilities;
5. Transportation facilities;
6. Federal parks, wildlife refuges, and marine sanctuaries;
7. State parks, recreation facilities, aquatic preserves, and other publicly owned properties;
8. City electric service and the Florida Keys Electric Co-op; and
9. Other utilities, as appropriate.

(i) Protecting and improving water quality by providing for the construction, operation, maintenance, and replacement of stormwater management facilities; central sewage collection; treatment and disposal facilities; and the installation and proper operation and maintenance of onsite sewage treatment and disposal systems.

(j) Ensuring the improvement of nearshore water quality by requiring the construction and operation of wastewater management facilities that meet the requirements of ss. 381.0065(4)(l) and 403.086(10), as applicable, and by directing growth to areas served by central wastewater treatment facilities through permit allocation systems.

(k) Limiting the adverse impacts of public investments on the environmental resources of the Florida Keys.

(l) Making available adequate affordable housing for all sectors of the population of the Florida Keys.

(m) Providing adequate alternatives for the protection of public safety and welfare in the event of a natural or manmade disaster and for a post disaster reconstruction plan.

(n) Protecting the public health, safety, and welfare of the citizens of the Florida Keys and maintaining the Florida Keys as a unique Florida resource.

Pursuant to Section 380.0552(7) Florida Statutes, the proposed amendment is consistent with the Principles for Guiding Development as a whole and is not inconsistent with any Principle.

Changed Projections, Assumptions and New Issues

The Board of County Commissioners may consider an amendment if the change is based on one or more factors, including changed projections (e.g. regarding public service needs) from those on which the text was based, changed assumptions (e.g. regarding demographic trends), data errors, new issues, or recognition of a need for additional detail or comprehensiveness.

The proposed Amendment is based on a need for additional detail or comprehensiveness, and the SHCC Overlay District provides a framework consistent with the Comprehensive Plan and as set forth in the Livable CommuniKeys Program for Stock Island and Key Haven.

Safe Harbor and Stock Island Marina Village

The construction of The Perry Hotel and Stock Island Marina Village have brought more tourists, visitors, and jobs to the area comprising the SHCC Overlay District. "A developing market has emerged due to Stock Island's ability to provide world-class dockage amenities. Stock Island's many attractive features include great restaurants, entertainment, art, and architecture, as well as beautiful golf courses, and the best year-round fishing in the U.S. There are many marinas surrounding Key West, but Stock Island Marina Village leads the industry in technology, infrastructure, and hospitality. The marina has more deepwater capacity than any other marina in the Keys, and is safely nestled within a safe harbor, providing shelter from excessive wind and seas, but maintains easy access to the open Atlantic. ... The marina — part of Stock Island's Historic Seaport — opened its doors in the 1940s but has undergone complete redevelopment over the past four years, including the newly installed Bellingham concrete floating docks, new fuel system with 60,000 gallon capacity, 100-Room boutique style hotel, three on-site restaurants, and even more to come!" (https://southernboating.com/destinations/us-atlantic/stock-island-marina-village-key-west-florida/).

Ports such as the Safe Harbor Marina and Stock Island Marina Village are highly desirable destinations for boaters and fishermen from all over the world and are prime launching areas for sea travel from Florida to Cuba. "A ferry terminal for U.S.-Cuba travel, which has been a talking point for locals..., would require a marina such as Safe Harbor on Front Street or the Stock Island Marina Village on Shrimp Road, to be outfitted as an international port of entry." *In the Shadow of Key West, Change Ahead for a Neighboring Island* (Miami Herald, August 16, 2015).

Bernstein Park

The area comprising the SHCC Overlay District is undergoing a massive amount of change, and the SHCC Overlay District is necessary to keep up with and address the changing landscape of the area. Monroe County is close to completion of the reconstruction of neighboring Bernstein Park, at a cost of approximately $8 million, adding 2 soccer fields, a basketball court, exercise trail, a playground, and updated field lights. *This Keys Island Is Changing Right Before Our Eyes* (Miami Herald, November 27, 2016).

Boat Barn

The current Code disparately treats enclosed, four-sided boat storage racks and unenclosed, three-or-fewer sided boat storage racks with no meaningful distinction. The operational, concurrency, and environmental impacts are identical for enclosed boat racks as for three-sided, unenclosed boat racks. The text of the Amendment is consistent with the Code which encourages more sound, attractive, and practical development of boat storage racks.

The proposed Amendment is based on changed projections as to the needs of the public. As Monroe County braces itself to deal with the increasingly-evident impacts of climate change, an approach which considers and encourages best practices for storm readiness and hardening is necessary.

According to the U.S. National Climate Assessment Report, "Climate Change Impacts" (the "**NCA Report**"), produced by an advisory committee chartered under the Federal Advisory Committee Act, for the Subcommittee on Global Change Research and at the request of the U.S. Government, "[t]here has been a substantial increase in most measures of Atlantic hurricane activity since the early 1980s...[citations omitted] These include measures of intensity, frequency, and duration as well as the number of strongest (category 4 and 5) storms." *See* NCA Report, P. 41. A copy of the NCA Report is attached hereto and incorporated herein as **Exhibit "B"**.

By providing for the SHCC Overlay District to accommodate enclosed boat rack structures, the Code will encourage storm-hardened and practical development of boat storage facilities. The recent wind-damage and water-damage impacts of Hurricane Irma and the projected increased intensity of Atlantic hurricanes mitigate for policies which encourage the protection of personal property (including boats) during storm events, and for investment by developers and port operators in infrastructure which provide peace of mind to visitors and tourists who may otherwise be wary to store boats in the Florida Keys for seasonal use as a result of hurricane impacts.

Furthermore, despite the best efforts of law enforcement, marine-related theft is on the rise in the Florida Keys. Pursuant to the June 21, 2017 Keynoter Article, "Marine Related Thefts on Rise Throughout the Florida Keys" (the "**Marine Theft Article**"), the theft of at least three (3) outboard engines, one (1) outboard lower unit, and three separate incidents of fishing gear theft from boats occurred over a ten-day span in June, 2017. A copy of the Marine Theft Article is attached hereto

and incorporated herein as **Exhibit "C"**. One need only pick up a local newspaper any given week to find reports of the increased prevalence of marine-related theft.

The permissible development of enclosed boat racks allows developers and port operators to provide an additional option for boat storage which provides increased security to both tourist and resident boat users. It is axiomatic that an enclosed, locked boat storage structure reduces the risk of marine-related (engine and engine parts, fishing equipment, electronic equipment) theft as compared to structures where boats are visible to the naked eye. While the Marine Theft Article provides simply that "[m]ost boat, motor, and fishing and diving equipment thefts can be easily prevented with minimum effort. At the end of the day, remove your gear from the boat and lock it up[,]" motors cannot be readily removed from boats and boats themselves are vulnerable to theft when stored anywhere other than enclosed storage under lock and key. The Amendment will encourage theft-deterrence in the marine sphere and allow port operators to more economically provide in-demand storage, explicitly furthering Goal 502 of the Comprehensive Plan that "[a]ll existing and future residents and visitors of Monroe County shall be served with ports in a manner that *maximizes safety, convenience, economic benefit*, environmental compatibility and consistency with other elements of the comprehensive plan." (*emphasis* added).

No Adverse Community Change

There will be no adverse change to unincorporated Monroe County at large if the Amendment is approved. As discussed herein, there are no increased concurrency, environmental, or practical impacts associated with implementation of the SHCC Overlay District. All such development will be required to comply with level of service, concurrency, and performance standards as set forth in the Code. Moreover, it allows for infill at or near the primary employment center of Key West and Stock Island while keeping density outside the more rural lower Florida Keys.

Conclusion

Based on the foregoing, Applicant requests consideration and adoption of the Amendment. Thank you for your consideration and assistance, and please feel free to contact me with any questions.

Sincerely,

Barton W. Smith

BWS/bg

Enclosures

Exhibit "A"

Monroe County Land Use Map Dated January 19, 1988

PREVIOUSLY PROVIDED

Exhibit "B"

NCA Report

PREVIOUSLY PROVIDED

Exhibit "C"

Marine Theft Article

PREVIOUSLY PROVIDED

SMITH/HAWKS
ATTORNEYS AT LAW

FILE COPY

Barton W. Smith, Esq.
Telephone: (305) 296-7227
Facsimile: (305) 296-8448
Email: Bart@SmithHawks.com

VIA HAND DELIVERY AND EMAIL

February 15, 2019

RECEIVED
FEB 15 2019
BY: Gabi W.

Cheryl Cioffari, AICP, Principal Planner
Monroe County Planning & Environmental Resources Department
2798 Overseas Highway
Suite 400
Marathon, Florida 33050
Email: Cioffari-Cheryl@MonroeCounty-FL.Gov

Re: Longstock, II, LLC – Safe Harbor Community Center Overlay – File No. 2018-169

Dear Cheryl,

In anticipation of the February Development Review Committee meeting, please find enclosed the consent for inclusion in the Safe Harbor Community Center Overlay ("Overlay").

Stock Island Investments Properties, LLC, and 5730 Fourth Avenue, LLC have chosen not to be included in the Overlay, but do not object to their neighbor's inclusion in the Overlay. Additionally, Meridian West LTD, 3D of Key West Inc., and Safe Harbor Seafood LLC have not decided whether they would like to be included in the Overlay.

I would request to proceed to the February DRC under the presumption the three undecided property owners will be included in the Overlay, with the requirement that the Applicant obtain these three-property owner's consent prior to the public notice being mailed for the March Planning Commission meeting. By doing so, it will allow the project to be heard by the planning commission within the One Hundred Twenty (120) days of the community meeting. If we do not keep on the February DRC, it will unnecessarily delay the project several months and require an additional community meeting.

If you require anything further, or have any questions and/or concerns, please do not hesitate to contact the office.

Sincerely,

Barton W. Smith, Esq.

BWS/JMG

Enclosure

138 SIMONTON STREET, KEY WEST, FLORIDA 33040 U.S.A.
T. 305-296-7227 F. 305-296-8448 SMITHHAWKS.COM

Electronic Cc:

Debra Roberts, Roberts-Debra@MonroeCounty-FL.Gov
Emily Schemper, Schemper-Emily@MonroeCounty-FL.Gov

OROPEZA
STONES
CARDENAS
ATTORNEYS AT LAW

GREGORY S. OROPEZA | ADELE VIRGINIA STONES | SUSAN M. CARDENAS

January 16, 2019

Emily Schemper, Senior Director
Monroe County Planning & Environmental Resources Department
2798 Overseas Highway, Suite 400
Marathon, FL 33050

Re: Proposed Land Development Code Text Amendment Application for Safe Harbor Community Center Overlay

Dear Ms. Schemper:

This firm represents Byron J. Colley and Tonita A. Davis, the owners of 6450 Front Street, Stock Island, Key West, FL, Parcel Identification Number 00127280-000200 Alternate Key No. 859884 (the "Colley/Davis Property").

The purpose of this letter is to advise you that our clients have no objection to inclusion of the Colley/Davis Property in the Safe Harbor Community Center Overlay. They have reviewed and they support the LDC Text Amendment Application filed on behalf of Longstock II, LLC.

Please feel free to contact me with any questions regarding this matter.

Sincerely,

OROPEZA, STONES & CARDENAS, PLLC

By: Susan M. Cardenas
Susan M. Cardenas, Esq.

C: Clients, via email

221 SIMONTON STREET | KEY WEST, FLORIDA 33040
TELEPHONE 305.294.0252 | FAX 305.294.7788 | OROPEZASTONESCARDENAS.COM

WRITTEN CONSENT FORM

Date of Consent: 12 / 27 / 2018
Month Day Year

I, ROBBIES SAFE HARBOR MARINE ENT., INC. hereby consent to inclusion in the
(Print Name of Property Owner(s))

Safe Harbor Community Center Overlay for the Property described as:

(If in metes and bounds, attach legal description on separate sheet)

Lot Block Subdivision

STOCK ISLAND
Key (Island)

00123660-000000
Real Estate (RE) Number

1157775
Alternate Key Number

7281 SHRIMP ROAD, KEY WEST, FLORIDA 33040
Street Address (Street, City, State & Zip Code)

5
Approximate Mile Marker

Authorized Agent Contact Information:

Mailing Address (Street)

(City, State and Zip Code)

Work Phone Home Phone Cell Phone Email Address

This authorization becomes effective on the date this affidavit is notarized and shall remain in effect until terminated by the undersigned. This authorization acts as a durable power of attorney only for the purposes stated. The undersigned understands the risks and liabilities involved in the granting of this agency and accepts full responsibility for any and all of the actions of the agent named herein related to the processing of the services requested, application(s) and/or the acquisition of approvals permits for the aforementioned applicant. The applicant(s) hereby indemnifies and holds harmless Monroe County, its officers, agents and employees for any damage to applicant caused by its agent or arising from this agency authorization.

Note: Agents must provide a notarized authorization from ALL current property owners.

Signature of Property Owner: [signature]

Printed Name of Property Owner: [illegible]

STATE OF FLORIDA COUNTY OF MONROE

Sworn to and subscribed before me this 27th day of DECEMBER, 2018,

by Lebelius Boatwright Butler, who is personally known to me OR produced
(Print Name of Person Making Statement)

FL-DL as identification
(Type of ID Produced)

[signature]
Signature of Notary Public

[signature]
BARTON W. SMITH
Print Type or Stamp Commissioned Name of Notary Public

My commission expires: 09/01/2020
[illegible]

WRITTEN CONSENT FORM

Date of Consent: 01 / 10 / 2019
Month Day Year

I, SAFE HARBOR ENTERPRISES, INC. hereby consent to inclusion in the
(Print Name of Property Owner(s))

Safe Harbor Community Center Overlay for the Property described as:

(if in metes and bounds, attach legal description on separate sheet)

Lot Block Subdivision	STOCK ISLAND Key (Island)
00123731-000000 Real Estate (RE) Number	9081090 Alternate Key Number
VACANT LOT & KEY WEST, FLORIDA 33040 Street Address (Street, City, State & Zip Code)	5 Approximate Mile Marker

Authorized Agent Contact Information:

Mailing Address (Street)

(City, State and Zip Code)

Work Phone Home Phone Cell Phone Email Address

This authorization becomes effective on the date this affidavit is notarized and shall remain in effect until terminated by the undersigned. This authorization acts as a durable power of attorney only for the purposes stated. The undersigned understands the risks and liabilities involved in the granting of this agency and accepts full responsibility for any and all of the actions of the agent named herein related to the processing of the services requested, application(s) and/or the acquisition of approvals/permits for the aforementioned applicant. The applicant(s) hereby indemnifies and holds harmless Monroe County, its officers, agents and employees for any damage to applicant caused by its agent or arising from this agency authorization.

Note: Agents must provide a notarized authorization from ALL current property owners.

Signature of Property Owner: [signature]

Printed Name of Property Owner: Roger M Bernstein, President

STATE OF Florida COUNTY OF Monroe

Sworn to and subscribed before me this 10th day of January, 2019.

by Roger M. Bernstein, who is personally known to me OR produced
(Print Name of Person Making Statement)

as identification.
(Type of ID Produced)

[signature]
Signature of Notary Public

TIFFANY GARCIA
MY COMMISSION # GG 080319
EXPIRES: July 7, 2021
Bonded Thru Notary Public Underwriters

Print, Type or Stamp Commissioned Name of Notary Public

My commission expires:

WRITTEN CONSENT FORM

Date of Consent: 01 / 10 / 2019
Month Day Year

I, BENJAMIN BERNSTEIN RESIDUARY TR B U/T/W hereby consent to inclusion in the
(Print Name of Property Owner(s))

Safe Harbor Community Center Overlay for the Property described as:

(if in metes and bounds, attach legal description on separate sheet)

Lot	Block	Subdivision	Key (Island)
		STOCK ISLAND	

00123770-000000 & 00127250-000000 — Real Estate (RE) Number

1157911 & 1161462 — Alternate Key Number

VACANT LOT VACANT LOT & 5700 4TH AVENUE, KEY WEST, FLORIDA 33040 — Street Address (Street, City, State & Zip Code)

5 — Approximate Mile Marker

Authorized Agent Contact Information:

300 SEVILLA AVENUE, SUITE 213
Mailing Address (Street)

CORAL GABLES, FL 33134
(City, State and Zip Code)

(305) 445-8500 ext. 201
Work Phone Home Phone Cell Phone Email Address

This authorization becomes effective on the date this affidavit is notarized and shall remain in effect until terminated by the undersigned. This authorization acts as a durable power of attorney only for the purposes stated. The undersigned understands the risks and liabilities involved in the granting of this agency and accepts full responsibility for any and all of the actions of the agent named herein related to the processing of the services requested, application(s) and/or the acquisition of approvals/permits for the aforementioned applicant. The applicant(s) hereby indemnifies and holds harmless Monroe County, its officers, agents and employees for any damage to applicant caused by its agent or arising from this agency authorization.

Note: Agents must provide a notarized authorization from ALL current property owners.

Signature of Property Owner: Roger M. Bernstein

Printed Name of Property Owner: Roger M Bernstein, Co-Trustee

STATE OF Florida COUNTY OF Monroe

Sworn to and subscribed before me this 10th day of January, 2019.

by Roger M Bernstein, who is personally known to me OR produced
(Print Name of Person Making Statement)

_____ as identification.
(Type of ID Produced)

TIFFANY GARCIA
MY COMMISSION # GG 080319
EXPIRES: July 7, 2021
Bonded Thru Notary Public Underwriters

Signature of Notary Public

Print, Type or Stamp Commissioned Name of Notary Public

My commission expires:

WRITTEN CONSENT FORM

Date of Consent: 01 / 10 / 2019
Month Day Year

I, JKYD, LLC hereby consent to inclusion in the
(Print Name of Property Owner(s))

Safe Harbor Community Center Overlay for the Property described as:

(if in metes and bounds, attach legal description on separate sheet)

Lot Block Subdivision	STOCK ISLAND Key (Island)
0123720-000400 Real Estate (RE) Number	9088429 Alternate Key Number
VACANT LOT, KEY WEST, FLORIDA 33040 Street Address (Street, City, State & Zip Code)	5 Approximate Mile Marker

Authorized Agent Contact Information:

300 SEVILLA AVENUE, SUITE 213
Mailing Address (Street)

CORAL GABLES, FL 33134
(City, State and Zip Code)

(305) 445-8500 ext. 201
Work Phone Home Phone Cell Phone Email Address

This authorization becomes effective on the date this affidavit is notarized and shall remain in effect until terminated by the undersigned. This authorization acts as a durable power of attorney only for the purposes stated. The undersigned understands the risks and liabilities involved in the granting of this agency and accepts full responsibility for any and all of the actions of the agent named herein related to the processing of the services requested, application(s) and/or the acquisition of approvals/permits for the aforementioned applicant. The applicant(s) hereby indemnifies and holds harmless Monroe County, its officers, agents and employees for any damage to applicant caused by its agent or arising from this agency authorization.

Note: Agents must provide a notarized authorization from ALL current property owners.

Signature of Property Owner: [signature]

Printed Name of Property Owner: Roger M Bernstein, Co-Managing partner

STATE OF Florida COUNTY OF Monroe

Sworn to and subscribed before me this 10th day of January, 2019.

by Roger M Bernstein, who is personally known to me OR produced
(Print Name of Person Making Statement)

_____ as identification.
(Type of ID Produced)

[signature]
Signature of Notary Public

TIFFANY GARCIA
MY COMMISSION # GG 080316
EXPIRES: July 7, 2021
Bonded Thru Notary Public Underwriters

Print, Type or Stamp Commissioned Name of Notary Public

My commission expires:

WRITTEN CONSENT FORM

Date of Consent: 01 / 10 / 2019
Month Day Year

I, BENJAMIN BERNSTEIN TRUST B hereby consent to inclusion in the
(Print Name of Property Owner(s))

Safe Harbor Community Center Overlay for the Property described as:

(if in metes and bounds, attach legal description on separate sheet)

Lot Block Subdivision	STOCK ISLAND Key (Island)
00127280-000000 & 00127290-000000 Real Estate (RE) Number	1161497 &1161501 Alternate Key Number
6460 FRONT STREET & VACANT LOT, KEY WEST, FLORIDA 33040 Street Address (Street, City, State & Zip Code)	5 Approximate Mile Marker

Authorized Agent Contact Information:

300 SEVILLA AVENUE, SUITE 213
Mailing Address (Street)

CORAL GABLES, FL 33134
(City, State and Zip Code)

(305) 445-8500 ext. 201
Work Phone Home Phone Cell Phone Email Address

This authorization becomes effective on the date this affidavit is notarized and shall remain in effect until terminated by the undersigned. This authorization acts as a durable power of attorney only for the purposes stated. The undersigned understands the risks and liabilities involved in the granting of this agency and accepts full responsibility for any and all of the actions of the agent named herein related to the processing of the services requested, application(s) and/or the acquisition of approvals/permits for the aforementioned applicant. The applicant(s) hereby indemnifies and holds harmless Monroe County, its officers, agents and employees for any damage to applicant caused by its agent or arising from this agency authorization.

Note: Agents must provide a notarized authorization from ALL current property owners.

Signature of Property Owner: Roger M Bernstein

Printed Name of Property Owner: Roger M Bernstein,Co-Trustee

STATE OF Florida COUNTY OF Monroe

Sworn to and subscribed before me this 10th day of January, 2019.

by Roger M Bernstein, who is personally known to me OR produced
(Print Name of Person Making Statement)

_____ as identification.
(Type of ID Produced)

Tiffany Garcia
Signature of Notary Public

TIFFANY GARCIA
MY COMMISSION # GG 080319
EXPIRES: July 7, 2021
Bonded Thru Notary Public Underwriters

Print, Type or Stamp Commissioned Name of Notary Public

My commission expires:

WRITTEN CONSENT FORM

Date of Consent: 01 / 10 / 2019
Month Day Year

I, SAFE HARBOR ENTERPRISES, INC. hereby consent to inclusion in the
(Print Name of Property Owner(s))

Safe Harbor Community Center Overlay for the Property described as:

(if in metes and bounds, attach legal description on separate sheet)

Lot Block Subdivision	STOCK ISLAND Key (Island)
00123731-000000 Real Estate (RE) Number	9081090 Alternate Key Number
VACANT LOT & KEY WEST, FLORIDA 33040 Street Address (Street, City, State & Zip Code)	5 Approximate Mile Marker

Authorized Agent Contact Information:

Mailing Address (Street)

(City, State and Zip Code)

Work Phone Home Phone Cell Phone Email Address

This authorization becomes effective on the date this affidavit is notarized and shall remain in effect until terminated by the undersigned. This authorization acts as a durable power of attorney only for the purposes stated. The undersigned understands the risks and liabilities involved in the granting of this agency and accepts full responsibility for any and all of the actions of the agent named herein related to the processing of the services requested, application(s) and/or the acquisition of approvals/permits for the aforementioned applicant. The applicant(s) hereby indemnifies and holds harmless Monroe County, its officers, agents and employees for any damage to applicant caused by its agent or arising from this agency authorization.

Note: Agents must provide a notarized authorization from ALL current property owners.

Signature of Property Owner: [signature]

Printed Name of Property Owner: Roger M Bernstein, President

STATE OF Florida COUNTY OF Monroe

Sworn to and subscribed before me this 10th day of January, 2019.

by Roger M. Bernstein, who is personally known to me OR produced
(Print Name of Person Making Statement)

as identification.
(Type of ID Produced)

TIFFANY GARCIA
MY COMMISSION # GG 080319
EXPIRES: July 7, 2021
Bonded Thru Notary Public Underwriters

[signature]
Signature of Notary Public

Print, Type or Stamp Commissioned Name of Notary Public

My commission expires:

WRITTEN NO OBJECTION FORM

Date of Consent: 1 / 10 / 19
Month Day Year

I, CONSTELLATION YACHTS, INC. hereby do not object to inclusion in the
(Print Name of Property Owner(s))

Safe Harbor Community Center Overlay for the Property described as:

(if in metes and bounds, attach legal description on separate sheet)

Lot	Block	Subdivision	Key (Island)
			STOCK ISLAND

Real Estate (RE) Number	Alternate Key Number
00123730-000100 & 00123730-000200	9089578 & 9081548

Street Address (Street, City, State & Zip Code)	Approximate Mile Marker
6811 SHRIMP ROAD & VACANT LAND, KEY WEST, FLORIDA 33040	5

Authorized Agent Contact Information:

Mailing Address (Street)

(City, State and Zip Code)

Work Phone Home Phone Cell Phone Email Address

Signature of Property Owner: _____

Printed Name of Property Owner: Walter Schurtenberger

STATE OF Florida

COUNTY OF Monroe

Sworn to and subscribed before me this 10th day of JANUARY, 2019.

by Walter Schurtenberger, who is personally known to me OR produced
(Print Name of Person Making Statement)

_____ as identification.
(Type of ID Produced)

_____
Signature of Notary Public

BARTON W. SMITH
Print, Type or Stamp Commissioned Name of Notary Public

My commission expires: 09/01/2020

BARTON W. SMITH
Notary Public - State of Florida
Commission # FF 993412
My Comm. Expires Sep 1, 2020

WRITTEN CONSENT FORM

Date of Consent: 12 / 21 / 2018
Month Day Year

I, BAMA ONE, LLC hereby consent to inclusion in the
(Print Name of Property Owner(s))

Safe Harbor Community Center Overlay for the Property described as:

(if in metes and bounds, attach legal description on separate sheet)

Lot Block Subdivision	STOCK ISLAND Key (Island)
00123570-000000 Real Estate (RE) Number	1157686 Alternate Key Number
VACANT LOT, KEY WEST, FLORIDA 33040 Street Address (Street, City, State & Zip Code)	5 Approximate Mile Marker

Authorized Agent Contact Information:

Mailing Address (Street)

(City, State and Zip Code)

Work Phone Home Phone Cell Phone Email Address

This authorization becomes effective on the date this affidavit is notarized and shall remain in effect until terminated by the undersigned. This authorization acts as a durable power of attorney only for the purposes stated. The undersigned understands the risks and liabilities involved in the granting of this agency and accepts full responsibility for any and all of the actions of the agent named herein related to the processing of the services requested, application(s) and/or the acquisition of approvals/permits for the aforementioned applicant. The applicant(s) hereby indemnifies and holds harmless Monroe County, its officers, agents and employees for any damage to applicant caused by its agent or arising from this agency authorization.

Note: Agents must provide a notarized authorization from ALL current property owners.

Signature of Property Owner: [signature] MANAGER

Printed Name of Property Owner: JOSEPH O'CONNELL

STATE OF FLORIDA COUNTY OF MONROE

Sworn to and subscribed before me this 21st day of DECEMBER, 2018.

by Joseph O'Connell, who is personally known to me OR produced
(Print Name of Person Making Statement)

_____ as identification.
(Type of ID Produced)

[signature] BARTON W. SMITH
Signature of Notary Public Print, Type or Stamp Commissioned Name of Notary Public

My commission expires: 09/01/20

BARTON W. SMITH
Notary Public - State of Florida
Commission # FF 993412
My Comm. Expires Sep 1, 2020

WRITTEN CONSENT FORM

Date of Consent: 12 , 21 , 2018
Month Day Year

I, KW RESORT UTILITIES CORP. hereby consent to inclusion in the
(Print Name of Property Owner(s))

Safe Harbor Community Center Overlay for the Property described as:

(if in metes and bounds. attach legal description on separate sheet)

Lot	Block	Subdivision	Key (Island)
			STOCK ISLAND

Real Estate (RE) Number: 00123600-000101

Alternate Key Number: 8642113

Street Address (Street, City, State & Zip Code): 6630 FRONT STREET, KEY WEST, FL 33040

Approximate Mile Marker: 5

Authorized Agent Contact Information:

Mailing Address (Street)

(City, State and Zip Code)

Work Phone | Home Phone | Cell Phone | Email Address

This authorization becomes effective on the date this affidavit is notarized and shall remain in effect until terminated by the undersigned. This authorization acts as a durable power of attorney only for the purposes stated. The undersigned understands the risks and liabilities involved in the granting of this agency and accepts full responsibility for any and all of the actions of the agent named herein related to the processing of the services requested, application(s) and/or the acquisition of approvals/permits for the aforementioned applicant. The applicant(s) hereby indemnifies and holds harmless Monroe County, its officers, agents and employees for any damage to applicant caused by its agent or arising from this agency authorization.

Note: Agents must provide a notarized authorization from ALL current property owners.

Signature of Property Owner:

Printed Name of Property Owner: Gregory Wright

STATE OF FLORIDA COUNTY OF MONROE

Sworn to and subscribed before me this 21st day of DECEMBER, 2018.

by GREGORY WRIGHT, who is personally known to me OR produced
(Print Name of Person Making Statement)

(Type of ID Produced) as identification.

Signature of Notary Public

BARTON W. SMITH
Print, Type or Stamp Commissioned Name of Notary Public

My commission expires: 09/01/2020

BARTON W. SMITH
Notary Public - State of Florida
Commission # FF 993412
My Comm. Expires Sep 1, 2020

WRITTEN CONSENT FORM

Date of Consent: 12 / 21 / 2018
Month Day Year

I, KEYS FRESH SEAFOOD, LLC hereby consent to inclusion in the
(Print Name of Property Owner(s))

Safe Harbor Community Center Overlay for the Property described as:

(if in metes and bounds, attach legal description on separate sheet)

Lot Block Subdivision	STOCK ISLAND Key (Island)
00123540-000000 Real Estate (RE) Number	1157651 Alternate Key Number
6840 FRONT STREET, KEY WEST, FLORIDA 33040 Street Address (Street, City, State & Zip Code)	5 Approximate Mile Marker

Authorized Agent Contact Information:

Mailing Address (Street)

(City, State and Zip Code)

Work Phone Home Phone Cell Phone Email Address

This authorization becomes effective on the date this affidavit is notarized and shall remain in effect until terminated by the undersigned. This authorization acts as a durable power of attorney only for the purposes stated. The undersigned understands the risks and liabilities involved in the granting of this agency and accepts full responsibility for any and all of the actions of the agent named herein related to the processing of the services requested, application(s) and/or the acquisition of approvals/permits for the aforementioned applicant. The applicant(s) hereby indemnifies and holds harmless Monroe County, its officers, agents and employees for any damage to applicant caused by its agent or arising from this agency authorization.

Note: Agents must provide a notarized authorization from ALL current property owners.

Signature of Property Owner:

Printed Name of Property Owner: John Buckheim

STATE OF FLORIDA COUNTY OF MONROE

Sworn to and subscribed before me this 21st day of DECEMBER, 2018.

by JOHN BUCKHEIM, who is personally known to me OR produced
(Print Name of Person Making Statement)

as identification.
(Type of ID Produced)

Signature of Notary Public

BARTON W. SMITH
Print, Type or Stamp Commissioned Name of Notary Public

My commission expires: 09/01/2020

BARTON W. SMITH
Notary Public - State of Florida
Commission # FF 993412
My Comm. Expires Sep 1, 2020

WRITTEN CONSENT FORM

Date of Consent: 12 / 21 / 2018
Month Day Year

I, SAFE HARBOUR PROPERTIES, LLC hereby consent to inclusion in the
(Print Name of Property Owner(s))

Safe Harbor Community Center Overlay for the Property described as:

(if in metes and bounds, attach legal description on separate sheet)

Lot Block Subdivision	STOCK ISLAND Key (Island)
00123590-000000 Real Estate (RE) Number	1157708 Alternate Key Number
6810 FRONT STREET, KEY WEST, FLORIDA 33040 Street Address (Street, City, State & Zip Code)	5 Approximate Mile Marker

Authorized Agent Contact Information:

Mailing Address (Street)

(City, State and Zip Code)

Work Phone Home Phone Cell Phone Email Address

This authorization becomes effective on the date this affidavit is notarized and shall remain in effect until terminated by the undersigned. This authorization acts as a durable power of attorney only for the purposes stated. The undersigned understands the risks and liabilities involved in the granting of this agency and accepts full responsibility for any and all of the actions of the agent named herein related to the processing of the services requested, application(s) and/or the acquisition of approvals/permits for the aforementioned applicant. The applicant(s) hereby indemnifies and holds harmless Monroe County, its officers, agents and employees for any damage to applicant caused by its agent or arising from this agency authorization.

Note: Agents must provide a notarized authorization from ALL current property owners.

Signature of Property Owner: manager

Printed Name of Property Owner: JOSEPH O'CONNELL

STATE OF FLORIDA COUNTY OF MONROE

Sworn to and subscribed before me this 21st day of DECEMBER, 2018.

by Joseph O'Connell, who is personally known to me OR produced
(Print Name of Person Making Statement)

(Type of ID Produced) as identification.

Signature of Notary Public

BARTON W. SMITH
Print, Type or Stamp Commissioned Name of Notary Public

My commission expires: 09/01/2020

BARTON W. SMITH
Notary Public - State of Florida
Commission # FF 993412
My Comm. Expires Sep 1, 2020

WRITTEN CONSENT FORM

Date of Consent: 12 / 21 / 2018
Month Day Year

I, KEY WEST TRANSFER STATION & HAULING SERVICE, INC. hereby consent to inclusion in the
(Print Name of Property Owner(s))

Safe Harbor Community Center Overlay for the Property described as:

(if in metes and bounds, attach legal description on separate sheet)

Lot Block Subdivision	STOCK ISLAND Key (Island)
00123600-000102 Real Estate (RE) Number	9084783 Alternate Key Number
6500 FRONT STREET, KEY WEST, FLORIDA 33040 Street Address (Street, City, State & Zip Code)	5 Approximate Mile Marker

Authorized Agent Contact Information:

Mailing Address (Street)

(City, State and Zip Code)

Work Phone Home Phone Cell Phone Email Address

This authorization becomes effective on the date this affidavit is notarized and shall remain in effect until terminated by the undersigned. This authorization acts as a durable power of attorney only for the purposes stated. The undersigned understands the risks and liabilities involved in the granting of this agency and accepts full responsibility for any and all of the actions of the agent named herein related to the processing of the services requested, application(s) and/or the acquisition of approvals/permits for the aforementioned applicant. The applicant(s) hereby indemnifies and holds harmless Monroe County, its officers, agents and employees for any damage to applicant caused by its agent or arising from this agency authorization.

Note: Agents must provide a notarized authorization from ALL current property owners.

Signature of Property Owner: Irene Gonzalez

Printed Name of Property Owner: IRENE GONZALEZ

STATE OF FLORIDA COUNTY OF MONROE

Sworn to and subscribed before me this 21st day of DECEMBER, 2018.

by Irene Gonzalez, who is personally known to me OR produced
(Print Name of Person Making Statement)

_____ as identification.
(Type of ID Produced)

Signature of Notary Public BARTON W. SMITH
Print, Type or Stamp Commissioned Name of Notary Public

My commission expires: 09/01/2020

BARTON W. SMITH
Notary Public - State of Florida
Commission # FF 993412
My Comm. Expires Sep 1, 2020

Additional Information added to File 2019-062

OROPEZA
STONES
CARDENAS
ATTORNEYS AT LAW

GREGORY S. OROPEZA | ADELE VIRGINIA STONES | SUSAN M. CARDENAS

June 9, 2020

Emily Schemper, Senior Director
Monroe County Planning & Environmental Resources Department
2798 Overseas Highway, Suite 400
Marathon, FL 33050

Re: Proposed LUD Map Amendment Application for Safe Harbor Community Center Overlay

Dear Ms. Schemper:

This firm represents Byron J. Colley and Tonita A. Davis, the owners of 6460 Front Street, Stock Island, Key West, FL, Parcel Identification Number 00127280-000200 Alternate Key No. 859884 (the "Colley/Davis Property").

The purpose of this letter is to advise you that our clients have no objection to inclusion of the Colley/Davis Property in the Land Use District Map Amendment, File No. 2019-062. We have reviewed and support the LUD Map Amendment Application filed by Smith/Hawks on behalf of the referenced property owners.

Please feel free to contact me with any questions regarding this matter.

Sincerely,

OROPEZA, STONES & CARDENAS, PLLC

By: Susan M. Cardenas

Susan M. Cardenas, Esq.

C: Clients, via email

221 SIMONTON STREET | KEY WEST, FLORIDA 33040
TELEPHONE 305.294.0252 | FAX 305.294.5788 | OROPEZASTONESCARDENAS.COM

SMITH/HAWKS
ATTORNEYS AT LAW

Chelsea C. Vanadia, Esq.
Barton W. Smith, Esq.
Telephone: (305) 296-7227
Facsimile: (305) 296-8448
Email: Bart@SmithHawks.com
Chelsea@SmithHawks.com

VIA HAND DELIVERY & EMAIL

October 29, 2019

Emily Schemper, AICP, CFM
Senior Director of Planning & Environmental Resources
Monroe County Planning & Environmental Resources Department
2798 Overseas Highway, Suite 400
Marathon, Florida 33050
Email: Schemper-Emily@MonroeCounty-FL.Gov

Re: Proposed LDC (Zoning) Map Amendment Application
Safe Harbor Community Center Overlay File No.: 2019-062

Dear Emily,

Due to a scrivener's error FIVE (5) properties in the below chart, marked in red, were inadvertently not included in the first application. Please accept this letter as a correction to the previous application and inclusion of these parties.

	RE No.:	Owner:	Address:
1.	00123570-000000	BAMA ONE, LLC	VACANT LAND
2.	00123770-000000	BERNSTEIN BENJAMIN RESIDUARY TR B U/T/W	VACANT LAND
3.	00127250-000000	BERNSTEIN BENJAMIN RESIDUARY TR B U/T/W	5700 4TH AVE
4.	00127280-000000	BERNSTEIN BENJAMIN TRUST B	6460 FRONT ST
5.	00127290-000000	BERNSTEIN BENJAMIN TRUST B	VACANT LAND
6.	00127380-000000	BERNSTEIN BENJAMIN TRUST B	5550 5TH AVE
7.	00127280-000200	BYRON J. COLLEY & TONITA A. DAVIS H/W	VACANT LOT FRONT STREET
8.	00123730-000100	CONSTELLATION YACHTS, INC.	6811 SHRIMP RD
9.	00123730-000200	CONSTELLATION YACHTS, INC.	VACANT LAND

00154680 - v2

10.	00123800-000101	HARBOR BAY INVESTMENTS, LLC	5550 5TH AVE
11.	00123800-000102	HARBOR BAY INVESTMENTS, LLC	5550 5TH AVE 1-10
12.	00123720-000400	JKYD, LLC	VACANT LAND SHRIMP RD
13.	00123600-000101	K W RESORT UTILITIES CORP.	6630 FRONT ST
14.	00123600-000102	KEY WEST TRANSFER STATION & HAULING SERVICE, INC.	6500 FRONT ST
15.	00123540-000000	KEYS FRESH SEAFOOD LLC	6840 FRONT ST
16.	00123761-000100	LONGSTOCK II, LLC	6805 SHRIMP RD
17.	00123761-000200	LONGSTOCK II, LLC	6803 SHRIMP RD
18.	00123761-000300	LONGSTOCK II, LLC	6991 SHRIMP RD
19.	00123761-000500	LONGSTOCK II, LLC	7009 SHRIMP RD
20.	00123761-000600	LONGSTOCK II, LLC	7007 SHRIMP RD
21.	00123761-000700	LONGSTOCK II, LLC	7011 SHRIMP RD
22.	00123761-000800	LONGSTOCK II, LLC	7025 SHRIMP RD
23.	00123761-000900	LONGSTOCK II, LLC	7075 SHRIMP RD
24.	00123761-001000	LONGSTOCK II, LLC	7005 SHRIMP RD
25.	00123762-000000	LONGSTOCK II, LLC	BAY BTM OF SHRIMP RD
26.	00123660-000000	ROBBIE'S SAFE HARBOR MARINE ENTERPRISES, INC.	7281 SHRIMP RD
27.	00123731-000000	SAFE HARBOR ENTERPRISES, INC.	VACANT LAND
28.	~~00123600-000100~~	~~SAFE HARBOR SEAFOOD LLC~~	~~6460 FRONT ST~~[1]
29.	00123590-000000	SAFE HARBOUR PROPERTIES, LLC	6810 FRONT ST
30.	00123761-000400	SIMV HOTEL 1, LLC	7001 SHRIMP RD

Additionally, per your April 10, 2019 Letter of Incompleteness, and previous conversations. please find the following items to cure your letter of incompleteness:

1. Proof of ownership for:

    a. 00123570-000000; Bama One, LLC
    b. 00127290-000000; Bernstein Benjamin Trust B
    c. 00127380-000000; Bernstein Benjamin Trust B
    d. 00127280-000000; Byron J. Colley & Tonita A. Davis H/W
    e. 00123730-000200; Constellation Yachts, Inc.

[1] This property owner has been removed from this Application at this time.

f. 00123761-000100; Longstock II, LLC
g. 00123761-000200; Longstock II, LLC
h. 00123761-000300; Longstock II, LLC
i. 00123761-000500; Longstock II, LLC
j. 00123761-000600; Longstock II, LLC
k. 00123761-000700; Longstock II, LLC
l. 00123761-000800; Longstock II, LLC
m. 00123761-000900; Longstock II, LLC
n. 00123761-001000; Longstock II, LLC
o. 00123762-000000; Longstock II, LLC[2]
p. 00123660-000000; Robbie's Safe Harbor Marine Enterprises, Inc.
q. 00123731-000000; Safe Harbor Enterprises, Inc.[3]

2. Ownership Disclosure form for:

a. Bama One, LLC
b. Bernstein Benjamin Residuary Tr B U/T/W
c. Bernstein Benjamin Trust B
d. Byron J. Colley & Tonita A. Davis H/W
e. Constellation Yachts, Inc.
f. Harbor Bay Investments, LLC
g. JKYD, LLC
h. K W Resort Utilities Corp.
i. Key West Transfer Station & Hauling Service, Inc.
j. Keys Fresh Seafood LLC
k. Longstock II, LLC
l. Robbie's Safe Harbor Marine Enterprises, Inc.
m. Safe Harbor Enterprises, Inc.
n. Safe Harbour Properties, LLC
o. SIMV Hotel 1, LLC

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[2] Please note that the listed owned by Longstock II, LLC are part of the Stock Island Marina Village, a Condominium and, as such, the Declaration of Condominium is being provided as proof of ownership.
[3] Please note that the Parcel ID on this Special Warranty Deed is incorrect, however the legal description is correct and is for the subject property that is included in this Application.

3. Agent Authorization Form for:

    a. 00127380-000000; Bernstein Benjamin Trust B
    b. 00123800-000101; Harbor Bay Investments, LLC
    c. 00123800-000102; Harbor Bay Investments, LLC
    d. 00123761-000100; Longstock II, LLC
    e. 00123761-000200; Longstock II, LLC
    f. 00123761-000300; Longstock II, LLC
    g. 00123761-000500; Longstock II, LLC
    h. 00123761-000600; Longstock II, LLC
    i. 00123761-000700; Longstock II, LLC
    j. 00123761-000800; Longstock II, LLC
    k. 00123761-000900; Longstock II, LLC
    l. 00123761-001000; Longstock II, LLC
    m. 00123762-000000; Longstock II, LLC

4. Property Record Card for:

    a. 00123570-000000; Bama One, LLC
    b. 00127280-000000; Byron J. Colley & Tonita A. Davis H/W
    c. 00123730-000200; Constellation Yachts, Inc.
    d. 00123660-000000; Robbie's Safe Harbor Marine Enterprises, Inc.
    e. 00123731-000000; Safe Harbor Enterprises, Inc.

5. Photographs of site adjacent roadways and aerials, for all above listed properties.

6. Surveys from File No. 2012-075 and Survey Affidavits for the above listed properties[4].

7. Updated Traffic memorandum and response to comments for consideration.

8. Density/Intensity calculations.

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[4] The following properties are part of a condominium and, as such, the survey is the Declaration of Condominium: Stock Island Marina Village, a Condominium: 6805 SHRIMP RD, 00123761-000100; 6803 SHRIMP RD, 00123761-000200; 6991 SHRIMP RD, 00123761-000300; 7009 SHRIMP RD, 00123761-000500; 7007 SHRIMP RD, 00123761-000600; 7011 SHRIMP RD, 00123761-000700; 7025 SHRIMP RD, 00123761-000800; 7075 SHRIMP RD, 00123761-000800; 7005 SHRIMP RD, 00123761-001000; BAY BTM OF SHRIMP RD, 00123762-000000; 7001 SHRIMP RD, 00123761-000400. Dog Track Parcels Condominium: 5550 5TH AVE, 00123800-000101; 5550 5TH AVE 1-10, 00123800-000102.

If you require anything further, or have any questions and/or concerns, please do not hesitate to contact the office.

Sincerely,

Chelsea C. Vanadia, Esq.

BWS/CCV/bg/jsc
Enclosures
Electronic Cc: Ilze Aguila, Aguila-Ilze@MonroeCounty-FL.Gov

MONROE COUNTY
OFFICIAL RECORDS

FILE #1377787
BK#1900 PG#538

This Instrument Prepared By:
John R. Allison, III
Allison & Robertson, P.A.
100 S.E. Second Street, #3350
Miami, Florida 33131

RCD Jun 19 2003 04:27PM
DANNY L KOLHAGE, CLERK

DEED DOC STAMPS 10500.00
06/19/2003 DEP CLK

WARRANTY DEED

THIS WARRANTY DEED, made this 17 day of June, 2003, between **BAMA SEA PRODUCTS, INC., a Florida corporation** (hereinafter called "Grantor"), and **BAMA ONE, LLC, a Florida limited liability** whose address is 317 Whitehead Street, Key West Florida 33040 (hereinafter called "Grantee").

WITNESSETH:

That Grantor, for and in consideration of the sum of TEN ($10.00) DOLLARS and other good and valuable considerations to it in hand paid by Grantee, the receipt of which is hereby acknowledged, has granted, bargained and sold to Grantee, their heirs and assigns forever, the following described real property, lying and being in Monroe County, Florida, to-wit:

PARCELS B and D as more particularly described in Exhibit A attached hereto.

This conveyance is subject to the following:

1. Real estate taxes and assessments for the current year and all subsequent years;

2. Covenants, conditions, easements, restrictions, liens, terms and other instruments of record.

Grantor hereby fully warrants title to the aforedescribed real property and will defend same against the lawful claims of all persons.

BAMA SEA PRODUCTS, INC.,
a Florida corporation

Witnesses:

By: _____
John Stephens, as President

Grantor's address:
756 28th Street, St. Petersburg, Florida 33712

STATE OF FLORIDA)
) SS:
COUNTY OF ~~MONROE~~ Pinellas)

Before me personally appeared John Stephens, as president of BAMA SEA PRODUCTS, INC.., a Florida corporation. He is personally known to me ~~or presented~~ _____ as identification and did not take an oath.

WITNESS, my hand and official seal, this 19 day of June, 2003.

Notary Public
State of Florida at Large

My commission expires:

Ellen A. Freeman
MY COMMISSION # DD113830 EXPIRES
July 31, 2006
BONDED THRU TROY FAIN INSURANCE, INC.

PARCEL B

A tract of land on a part of Stock Island, Monroe County, Florida, and being more particularly described by metes and bounds as follows: COMMENCING at the intersection of the Southerly right of way line of Fifth Avenue and the Easterly right of way line of Fifth Street of the Plat of Stock Island, recorded in Plat Book 1, Page 55 of the Public Records of Monroe County, Florida, bear South 83° 56' East, 500.00 feet; thence bear South 06° 04' West, 2,242.25 feet; thence bear South 83° 56' East, 2,131.53 feet; thence bear North 06° 04' East, 1,524.15 feet to the POINT OF BEGINNING of the tract of land hereinafter described; from said Point of Beginning bear North 83° 56' West for a distance of 50.00 feet to a point; thence bear South 70° 30' West for a distance of 910 feet, more or less, to the centerline of the Entrance Channel; thence bear North 05° 45' West along the centerline of said Entrance Channel for a distance of 400 feet, more or less, to a point which is 390.58 feet measured at right angles to the preceding course; thence bear North 70° 30' East for a distance of 1,060 feet, more or less, to a point which is bearing North 06° 04' East from the Point of Beginning; thence bear South 06° 04' West for a distance of 456.90 feet back to the POINT OF BEGINNING.

LESS AND EXCEPT THE FOLLOWING

A tract of land on Stock Island, Monroe County, Florida, and being more particularly described by metes and bounds as follows: COMMENCING at the intersection of the Southerly right of way line of Fifth Avenue and the Easterly right of way line of Fifth Street of the Plat of Stock Island, recorded in Plat Book 1, Page 55, of the Public Records of Monroe County, Florida, bear South 83° 56' East 500 feet; thence bear South 06° 04' West, 2,242.25 feet; thence bear South 83° 56' East, 2,131.53 feet; thence bear North 06° 04' East, 1,528.91 feet to the POINT OF BEGINNING of the tract of land hereinafter described; thence bear North 72° 14' 31" West, 99.13 feet to a point; thence bear South 74° 24' 10" West along a line parallel with and 25 feet Northwesterly of the outside face of an existing concrete seawall, 505.60 feet to a point; thence bear North 66° 45' West, 51.21 feet to a point on the outside face of an existing concrete seawall; thence bear South 74° 24' 10" West along the outside face of an existing concrete seawall, 68.35 feet to a point; thence bear South 15° 35' 50" East parallel to the outside face of an existing concrete seawall, 113.42 feet to a point; thence bear South 70° 30' West, 260.13 feet, more or less, to a point on the centerline of the entrance channel; thence bear North 05° 45' West, along the said centerline of the entrance channel, 400 feet, more or less, to a point 390.58 feet distant from and measured at right angles to the preceding course; thence bear North 70° 30' East for a distance of 1060 feet, more or less, to a point which is bearing North 06° 04' East and distant 452.41 feet from the Point of Beginning; thence bear South 06° 04' West for a distance of 452.14 feet back to the POINT OF BEGINNING.

PARCEL D

A strip of land and water on a part of Stock Island, Monroe County, Florida, and being more particularly described by metes and bounds as follows: COMMENCING at the intersection of the Southerly right of way line of Fifth Avenue and the Easterly right of way line of Fifth Street of the Plat of Stock Island, as recorded in Plat Book 1, Page 55, of the Public Records of Monroe County, Florida, bear South 83° 56' East, 500.00 feet; thence bear South 06° 04' West, 2,242.25 feet; thence bear South 83° 56' East, 2,131.53 feet; thence bear North 06° 04' East, 1,474.15 feet to the POINT OF BEGINNING of the strip of land and water hereinafter described; from said Point of Beginning, continue bearing North 06° 04' East, 50 feet; thence bear North 83° 56' West, 50 feet; thence bear South 70° 30' West, 910 feet, more or less, to a point on the centerline of an Entrance Channel; thence bear South 05° 45' East along said centerline to a point which is 50 feet, measured at right angles to the preceding course; thence bear North 70° 30' East, 905 feet, more or less, to a point which is bearing North 83° 56' West from the Point of Beginning; thence bear South 83° 56' East, 45 feet, more or less, back to the POINT OF BEGINNING.

EXHIBIT A

FILE #1377787
BK#1900 PG#539

MONROE COUNTY
OFFICIAL RECORDS

EXHIBIT B

PERSONAL REPRESENTATIVES' DEED

THIS INDENTURE, executed the ____ day of November, 1978 between JORDAN BERNSTEIN and ROGER M. BERNSTEIN, as Personal Representatives of the Estate of Benjamin Bernstein, Deceased, the party of the first part and

WITNESSETH:

The party of the first part, pursuant to the provisions contained in the Will of Benjamin Bernstein, admitted to probate on May 10, 1973 grants, bargains, sells, aliens, remises, releases, conveys and confirms to the party of the second part, his heirs and assigns forever, the real property in Monroe County, Florida described as:

A parcel of land on Stock Island and being a part of Block 55 of McDonald's Plat of Stock Island at recorded in Plat Book 1 at page 55 of the Public Records of Monroe County, Florida and being also a part of submerged lands described in T. I. I. F. deed number 19837-A, all of which is described more particularly by metes and bounds as follows:

Commencing at the intersection of southerly right-of-way boundary line of Fourth Avenue with the westerly right-of-way boundary line of Front Street; thence Southeastwardly in and along the westerly right-of-way boundary line of Front Street a distance of 840.5 feet to the point of beginning of the parcel of land herein being described; thence along aforesaid right-of-way boundary line South 47 degrees 13 minutes 30 seconds East a distance of 163.26 feet to a point; thence South 6 degrees 01 minute 50 seconds West, a distance of 313.78 feet to a point; thence South 70 degrees 27 minutes 50 seconds West, a distance of 791.00 feet to a point; thence North 46 degrees 15 minutes 42 seconds West, a distance of 334.66 feet to a point; thence North 87 degrees 08 minutes 10 seconds East, a distance of 485.00 feet to a point; thence North 5 degrees 33 minutes 56 seconds East, a distance of 340.04 feet to a point; thence North 53 degrees 21 minutes 10 seconds East, a distance of 207.18 feet to a point; thence South 47 degrees 13 minutes 30 seconds East, a distance of 179.69 feet to a point; thence North 42 degrees 46 minutes 30 seconds East, a distance of 125.0 feet to the point of beginning, containing 7.28 Ac., more or less.

TOGETHER with all and singular the tenements, hereditaments and appurtenances belonging or in anywise appertaining to that real property.

TO HAVE AND TO HOLD the same to the party of the second part, his heirs and assigns, in fee simple forever.

AND the party of the first part does covenant with the party of the second part, her heirs and assigns, that in all things preliminary to and in and about the sale and this conveyance the orders of the above-named court and the power of sale contained in the Will and the laws of Florida have been followed and complied with in all respects.

IN WITNESS WHEREOF, the party of the first part, as Personal Representatives of the Estate of Benjamin Bernstein, Deceased, have set their hands and seals on the day and year first above written.

Jordan Bernstein

Roger M. Bernstein

STATE OF FLORIDA

COUNTY OF DADE

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared JORDAN BERNSTEIN to me known to be the person described in and who executed the foregoing instrument and acknowledged before me that he executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this _____ day of November, 1978.

Notary Public
State of Florida at Large

STATE OF FLORIDA

COUNTY OF DADE

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared ROGER M. BERNSTEIN to me known to be the person described in and who executed the foregoing instrument and acknowledged before me that he executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this ____ day of November, 1978.

Notary Public
State of Florida at Large

This instrument prepared by:

Roger M. Bernstein, Esquire
Suite 2800, One Biscayne Tower
Miami, Florida 33131
(305) 374-4800

EXHIBIT C

To The Trustees of Trust B Under The Will of Benjamin Bernstein, Deceased:

A part of Block 55, of the Plat of Stock Island, as recorded in Plat Book 1, page 55 of the Public Records of Monroe County, Florida, and is particularly described as follows: Commencing at the intersection of the Southwesterly right-of-way line of Front Street and the Southeasterly right-of-way line of Fourth Avenue of the said Plat of Stock Island, bear South 47 degrees, 13 minutes and 30 seconds East along the Southwesterly right-of-way line of Front Street for a distance of 250.00 feet to a point which is the Point of Beginning: Continue thence South 47 degrees 13 minutes and 30 seconds East along the Southwesterly right-of-way line of Front Street for a distance of 600.00 feet to a point; thence bear South 42 degrees, 47 minutes and 30 seconds West for a distance of 175.00 feet to a point; thence bear North 47 degrees, 13 minutes and 30 seconds West for a distance of 600.00 feet to a point; thence bear North 42 degrees, 47 minutes and 30 seconds East a distance of 175.00 feet back to the Point of Beginning. Together with all improvements thereon. ALSO;

A tract of land on a part of Stock Island, Monroe County, Florida, and being more particularly described by metes and bounds as follows: Commencing at the intersection of the Southerly right-of-way line of Fifth Avenue and the Easterly right-of-way line of Fifth Street of the Plat of Stock Island, recorded in Plat Book 1, Page 55 of the Public Records of Monroe County, Florida, bear South 83 degrees and 56 minutes East, 500.00 feet; thence bear South 06 degrees and 04 minutes West, 2242.25 feet; thence bear South 83 degrees and 56 minutes East, 2131.53 feet; thence bear North 06 degrees and 04 minutes East, 1981.05 feet to the Point of Beginning of the tract of land hereinafter described; from said Point of Beginning bear South 70 degrees and 30 minutes West for a distance of 1060 feet, more or less, to the centerline of the Entrance Channel; thence bear North 05 degrees and 45 minutes West along the centerline of said Entrance Channel for a distance of 12 feet, more or less, to a point; thence bear North 83 degrees and 56 minutes West for a distance of 475 feet, more or less, to a point which is 701 feet and bearing South 06 degrees and 04 minutes West from the Southerly right-of-way line of Fifth Avenue thence bear North 06 degrees and 04 minutes East for a distance of 400 feet, more or less, to the Southerly shoreline of Block 13, Block 57 of the Plat of Stock Island; thence meander the shoreline in an Easterly direction for a distance of 1440 feet, more or less, to a point which is bearing North 06 degrees and 04 minutes East from the Point of Beginning; thence bear South 06 degrees and 04 minutes West for a distance of 100 feet, more or less, back to the Point of Beginning.

Less the following parcel of land included in this legal description:

A parcel of land on Stock Island and being a part of Block 55 of McDonald's Plat of Stock Island at recorded in Plat Book 1 at page 55 of the Public Records of Monroe County, Florida and being also a part of submerged lands described in T. I. I. F.

deed number 19837-A, all of which is described more particularly by metes and bounds as follows:

Commencing at the intersection of southerly right-of-way boundary line of Fourth Avenue with the Westerly right-of-way boundary line of Front Street; thence Southeastwardly in and along the westerly right-of-way boundary line of Front Street a distance of 840.5 feet to the point of beginning of the parcel of land herein being described; thence along aforesaid right-of-way boundary line South 47 degrees 13 minutes 30 seconds East a distance of 163.26 feet to a point; thence South 5 degrees 01 minute 50 seconds West, a distance of 313.78 feet to a point; thence South 70 degrees 27 minutes 50 seconds West, a distance of 791.00 feet to a point; thence North 46 degrees 15 minutes 42 seconds West, a distance of 334.66 feet to a point; thence North 87 degrees 08 minutes 10 seconds East, a distance of 485.00 feet to a point; thence North 5 degrees 33 minutes 55 seconds East, a distance of 340.04 feet to a point; thence North 53 degrees 21 minutes 10 seconds East, a distance of 207.18 feet to a point; thence South 47 degrees 13 minutes 30 seconds East, a distance of 179.69 feet to a point; thence North 42 degrees 46 minutes 30 seconds East, a distance of 125.0 feet to the point of beginning, containing 7.28 Ac., more or less.

All of Block 56, all of Lot 13, Block 57 and all of Block 55 of the Plat of Stock Island, as recorded in Plat Book 1, Page 55 of the Public Records of Monroe County, Florida, less the following described tract in Block 55:

Commencing at the intersection of the Southwesterly right-of-way line of Front Street and the Southeasterly right-of-way line of Fourth Avenue of the said Plat of Stock Island, said intersection also to be known as the Point of Beginning of the tract of land hereinafter described, bear South 47 degrees, 13 minutes and 30 seconds East along the Southwesterly right-of-way line of Front Street for a distance of 850.00 feet to a point; thence bear South 42 degrees, 47 minutes and 30 seconds West for a distance of 175.00 feet to a point; thence bear North 47 degrees 13 minutes and 30 seconds West for a distance of 850.00 feet to a point on the Southeasterly right-of-way line of Fourth Avenue; thence bear North 42 degrees, 47 minutes and 30 seconds East along the Southeasterly right-of-way line of Fourth Avenue for a distance of 175.00 feet back to the Point of Beginning. TOGETHER WITH all improvements thereon.

EXHIBIT B

PERSONAL REPRESENTATIVES' DEED

THIS INDENTURE, executed the ____ day of November, 1978 between JORDAN BERNSTEIN and ROGER M. BERNSTEIN, as Personal Representatives of the Estate of Benjamin Bernstein, Deceased, the party of the first part and

WITNESSETH:

The party of the first part, pursuant to the provisions contained in the Will of Benjamin Bernstein, admitted to probate on May 10, 1973 grants, bargains, sells, aliens, remises, releases, conveys and confirms to the party of the second part, his heirs and assigns forever, the real property in Monroe County, Florida described as:

A parcel of land on Stock Island and being a part of Block 55 of McDonald's Plat of Stock Island at recorded in Plat Book 1 at page 55 of the Public Records of Monroe County, Florida and being also a part of submerged lands described in T. I. I. F. deed number 19837-A, all of which is described more particularly by metes and bounds as follows:

Commencing at the intersection of southerly right-of-way boundary line of Fourth Avenue with the westerly right-of-way boundary line of Front Street; thence Southeastwardly in and along the westerly right-of-way boundary line of Front Street a distance of 840.5 feet to the point of beginning of the parcel of land herein being described; thence along aforesaid right-of-way boundary line South 47 degrees 13 minutes 30 seconds East a distance of 163.26 feet to a point; thence South 6 degrees 01 minute 50 seconds West, a distance of 313.78 feet to a point; thence South 70 degrees 27 minutes 50 seconds West, a distance of 791.00 feet to a point; thence North 46 degrees 15 minutes 42 seconds West, a distance of 334.66 feet to a point; thence North 87 degrees 08 minutes 10 seconds East, a distance of 485.00 feet to a point; thence North 5 degrees 33 minutes 56 seconds East, a distance of 340.04 feet to a point; thence North 53 degrees 21 minutes 10 seconds East, a distance of 207.18 feet to a point; thence South 47 degrees 13 minutes 30 seconds East, a distance of 179.69 feet to a point; thence North 42 degrees 46 minutes 30 seconds East, a distance of 125.0 feet to the point of beginning, containing 7.28 Ac., more or less.

TOGETHER with all and singular the tenements, hereditaments and appurtenances belonging or in anywise appertaining to that real property.

TO HAVE AND TO HOLD the same to the party of the second part, his heirs and assigns, in fee simple forever.

AND the party of the first part does covenant with the party of the second part, her heirs and assigns, that in all things preliminary to and in and about the sale and this conveyance the orders of the above-named court and the power of sale contained in the Will and the laws of Florida have been followed and complied with in all respects.

IN WITNESS WHEREOF, the party of the first part, as Personal Representatives of the Estate of Benjamin Bernstein, Deceased, have set their hands and seals on the day and year first above written.

Jordan Bernstein

Roger M. Bernstein

STATE OF FLORIDA

COUNTY OF DADE

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared JORDAN BERNSTEIN to me known to be the person described in and who executed the foregoing instrument and acknowledged before me that he executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this _____ day of November, 1978.

Notary Public
State of Florida at Large

STATE OF FLORIDA

COUNTY OF DADE

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared ROGER M. BERNSTEIN to me known to be the person described in and who executed the foregoing instrument and acknowledged before me that he executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this____day of November, 1978.

Notary Public
State of Florida at Large

This instrument prepared by:

Roger M. Bernstein, Esquire
Suite 2800, One Biscayne Tower
Miami, Florida 33131
(305) 374-4800

EXHIBIT C

To The Trustees of Trust B Under The Will of Benjamin Bernstein, Deceased:

A part of Block 55, of the Plat of Stock Island, as recorded in Plat Book 1, page 55 of the Public Records of Monroe County, Florida, and is particularly described as follows: Commencing at the intersection of the Southwesterly right-of-way line of Front Street and the Southeasterly right-of-way line of Fourth Avenue of the said Plat of Stock Island, bear South 47 degrees, 13 minutes and 30 seconds East along the Southwesterly right-of-way line of Front Street for a distance of 250.00 feet to a point which is the Point of Beginning: Continue thence South 47 degrees 13 minutes and 30 seconds East along the Southwesterly right-of-way line of Front Street for a distance of 600.00 feet to a point; thence bear South 42 degrees, 47 minutes and 30 seconds West for a distance of 175.00 feet to a point; thence bear North 47 degrees, 13 minutes and 30 seconds West for a distance of 600.00 feet to a point; thence bear North 42 degrees, 47 minutes and 30 seconds East a distance of 175.00 feet back to the Point of Beginning. Together with all improvements thereon. ALSO;

A tract of land on a part of Stock Island, Monroe County, Florida, and being more particularly described by metes and bounds as follows: Commencing at the intersection of the Southerly right-of-way line of Fifth Avenue and the Easterly right-of-way line of Fifth Street of the Plat of Stock Island, recorded in Plat Book 1, Page 55 of the Public Records of Monroe County, Florida, bear South 83 degrees and 56 minutes East, 500.00 feet; thence bear South 06 degrees and 04 minutes West, 2242.25 feet; thence bear South 83 degrees and 56 minutes East, 2131.53 feet; thence bear North 06 degrees and 04 minutes East, 1981.05 feet to the Point of Beginning of the tract of land hereinafter described; from said Point of Beginning bear South 70 degrees and 30 minutes West for a distance of 1060 feet, more or less, to the centerline of the Entrance Channel; thence bear North 05 degrees and 45 minutes West along the centerline of said Entrance Channel for a distance of 12 feet, more or less, to a point; thence bear North 83 degrees and 56 minutes West for a distance of 475 feet, more or less, to a point which is 701 feet and bearing South 06 degrees and 04 minutes West from the Southerly right-of-way line of Fifth Avenue thence bear North 06 degrees and 04 minutes East for a distance of 400 feet, more or less, to the Southerly shoreline of Block 13, Block 57 of the Plat of Stock Island; thence meander the shoreline in an Easterly direction for a distance of 1440 feet, more or less, to a point which is bearing North 06 degrees and 04 minutes East from the Point of Beginning; thence bear South 06 degrees and 04 minutes West for a distance of 100 feet, more or less, back to the Point of Beginning.

Less the following parcel of land included in this legal description:

A parcel of land on Stock Island and being a part of Block 55 of McDonald's Plat of Stock Island at recorded in Plat Book 1 at page 55 of the Public Records of Monroe County, Florida and being also a part of submerged lands described in T. I. I. F.

deed number 19837-A, all of which is described more particularly by metes and bounds as follows:

Commencing at the intersection of southerly right-of-way boundary line of Fourth Avenue with the Westerly right-of-way boundary line of Front Street; thence Southeastwardly in and along the westerly right-of-way boundary line of Front Street a distance of 840.5 feet to the point of beginning of the parcel of land herein being described; thence along aforesaid right-of-way boundary line South 47 degrees 13 minutes 30 seconds East a distance of 163.26 feet to a point; thence South 6 degrees 01 minute 50 seconds West, a distance of 313.78 feet to a point; thence South 70 degrees 27 minutes 50 seconds West, a distance of 791.00 feet to a point; thence North 46 degrees 15 minutes 42 seconds West, a distance of 334.66 feet to a point; thence North 87 degrees 08 minutes 10 seconds East, a distance of 485.00 feet to a point; thence North 5 degrees 33 minutes 56 seconds East, a distance of 340.04 feet to a point; thence North 53 degrees 21 minutes 10 seconds East, a distance of 207.18 feet to a point; thence South 47 degrees 13 minutes 30 seconds East, a distance of 179.69 feet to a point; thence North 42 degrees 46 minutes 30 seconds East, a distance of 125.0 feet to the point of beginning, containing 7.28 Ac., more or less.

All of Block 56, all of Lot 13, Block 57 and all of Block 55 of the Plat of Stock Island, as recorded in Plat Book 1, Page 55 of the Public Records of Monroe County, Florida, less the following described tract in Block 55:

Commencing at the intersection of the Southwesterly right-of-way line of Front Street and the Southeasterly right-of-way line of Fourth Avenue of the said Plat of Stock Island, said intersection also to be known as the Point of Beginning of the tract of land hereinafter described, bear South 47 degrees, 13 minutes and 30 seconds East along the Southwesterly right-of-way line of Front Street for a distance of 850.00 feet to a point; thence bear South 42 degrees, 47 minutes and 30 seconds West for a distance of 175.00 feet to a point; thence bear North 47 degrees 13 minutes and 30 seconds West for a distance of 850.00 feet to a point on the Southeasterly right-of-way line of Fourth Avenue; thence bear North 42 degrees, 47 minutes and 30 seconds East along the Southeasterly right-of-way line of Fourth Avenue for a distance of 175.00 feet back to the Point of Beginning. TOGETHER WITH all improvements thereon.

DocH 1664942 10/02/2007 4:13PM
Filed & Recorded in Official Records of
MONROE COUNTY DANNY L. KOLHAGE

Return to: (Enclose self addressed stamped envelope)
Name: STONES & CARDENAS
Address: 221 Simonton Street
Key West, FL 33040

10/02/2007 4:13PM
DEED DOC STAMP CL: TRINA $0.70

This Instrument Prepared By:

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

DocH 1664942
Bk# 2323 Pg# 2391

QUIT CLAIM DEED

THIS DEED IS FILED FOR THE PURPOSES OF CORRECTING GRANTEE ON THAT WARRANTY DEED RECORDED IN OFFICIAL RECORDS BOOK 2037, PAGE 2454, OF THE PUBLIC RECORDS OF MONROE COUNTY, FLORIDA. ACCORDINGLY, NO DOCUMENTARY STAMPS ARE DUE PURSUANT TO FLORIDA STATUTES.

THIS INDENTURE made this 27th day of September, 2007, by and between Investment Property Exchange Services, Inc., a California corporation, as Qualified Intermediary under Exchange No. EX-11-06767 for Byron J. Colley and Tonita A. Davis, husband and wife, whose address is 8317 Front Beach Road, Suite 23, Panama City, Florida, 32407, as Grantor, and Byron J. Colley and Tonita A. Davis, husband and wife, whose address is 8317 Front Beach Road, Suite 23, Panama City, Florida, 32407, as Grantees.

WITNESSETH: that the said Grantor, for and in consideration of the sum of Ten and 00/100 ($10.00) Dollars and other good and valuable consideration to said Grantor, in hand paid, the receipt whereof is hereby acknowledged, has remised, released and quit-claimed, and by these presents does remise, release and quit-claim unto the said parties of the second part all the right, title, interest, claim and demand which the said party of the first part has in and to the following described lot, piece or parcel of land, situate lying and being in the County of Monroe, State of Florida, to wit:

> A Parcel of land located on Stock Island, Monroe County, Florida and known as part of Block 55, "McDONALD'S PLAT OF STOCK ISLAND"' according to the plat thereof, as recorded in Plat Book 1, at Page 55 of the Public Records of Monroe County, Florida, and being more particularly described as follows: COMMENCE at the intersection of the Southeasterly Right-of-Way of Fourth Street and the Southwesterly Right-of-Way line of Front Street: thence S 47°13'30" E along the said Southwesterly Right-of-Way Line of Front Street for 491.13 feet to the Point of Beginning; thence continue S 47°13'30" E for 140 feet; thence S 42°46'30" W and leaving the Southwesterly Right-of-Way Line of Front Street for 125.00 feet; thence N 47°13'30" W for 140 feet; thence N 42°46'30"E for 125.00 feet to the said Southwesterly Right-of-Way Line of Front Street and the Point of Beginning.

Parcel Identification Number: 00127280-000200

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

IN WITNESS WHEREOF, the said party of the first part has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in the presence of:

Investment Property Exchange Services, Inc.

Victoria P. Gard
Signature of Witness
VICTORIA P. GARD
Printed Name of Witness

By: [signature]
JOHN E. King
Senior VP

T. Kathryn Rousseau
Signature of Witness
T. KATHRYN Rousseau
Printed Name of Witness

STATE OF FLORIDA :
COUNTY OF ST. JOHNS :

I HEREBY CERTIFY that on this day personally appeared before me, an officer duly authorized to administer oaths and take acknowledgments, JOHN E. King its SENIOR VP, on behalf of the firm, who is personally known to me to be the individual described in and who executed the foregoing instrument, or who produced _____, as identification, and he/she acknowledged before me that he/she executed the same freely and voluntarily for the purposes therein expressed.

WITNESS my hand and official seal at St. Augustine, County of St. JOHNS and State of FLORIDA, this 27th day of September, 2007

_____
Printed Name of Notary

T. Kathryn Rousseau
NOTARY PUBLIC

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA
T. KATHRYN ROUSSEAU
MY COMMISSION # DD 517893
EXPIRES: March 31, 2010
Bonded Thru Budget Notary Services

MONROE COUNTY
OFFICIAL RECORDS

Doc# 1993368 08/06/2014 4:04PM
Filed & Recorded in Official Records of
MONROE COUNTY AMY HEAVILIN

08/06/2014 4:04PM
DEED DOC STAMP CL: Krys $0.70

Doc# 1993368
Bk# 2697 Pg# 1929

Prepared by and return to:
Gregory S. Oropeza, Esq.
Smith | Oropeza, P.L.
138-142 Simonton Street
Key West, Florida 33040
File Number: _____

[Space Above This Line For Recording Data]

Quit Claim Deed

This Quit Claim Deed made this 30th day of **July, 2014** between **Safe Harbor Enterprises, Inc., a Florida corporation,** whose post office address is **5700 Fourth Avenue, Stock Island, Key West, Florida 33040**, grantor, and **Constellation Yachts, Inc., a Florida corporation,** whose post office address is **6811 Shrimp Road, Key West, Florida 33040** of the County of **Monore**, State of **Florida**, grantee:

(Whenever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, trusts and trustees)

Witnesseth, that said grantor, for and in consideration of the sum TEN AND NO/100 DOLLARS ($10.00) and other good and valuable consideration to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, does hereby remise, release, and quitclaim to the said grantee, and grantee's heirs and assigns forever, all the right, title, interest, claim and demand which grantor has in and to the following described land, situate, lying and being in **Monroe County, Florida** to-wit:

A parcel of filled land lying Southerly of Block 57, Maloney's Subdivision of a part of Stock Island, Monroe County, Florida as recorded in Plat Book 1 at Page 55 of Monroe County Public Records and is more particularly described as follows:

COMMENCE at the intersection of the Easterly right of way line of 5th (as constructed) and the Southerly right of way line of 5th Ave (as constructed) and Easterly along the Southerly right of way line of the said 5th Avenue for a distance of 500.00 feet to a point of the Easterly right of way line of Shrimp Road; thence Southerly and at right angles along the Easterly right of way line of the said Shrimp Road for a distance of 730.00 feet to the Point of Beginning of the parcel being described herein; thence continue Southerly along the Easterly right of way line of the said Shrimp Road for a distance of 9.82 feet to the Northwesterly corner of the lands described in Official Records Book 2301 at page 2208 of the Public Records of Monroe County, Florida; thence Easterly and at right angles along the Northerly boundary line of said lands for a distance of 191.50 feet to the Northeasterly corner of said lands; thence Northerly and at right angles for a distance of 9.82 feet to the Southerly boundary line of a 30 foot Ingress and Egress Easement; thence Westerly and at right angles along the Southerly boundary line of said Ingress and Egress Easement for a distance 191.50 feet back to the Point of Beginning, containing 1881 square feet, more or less.

Grantor warrants that at the time of this conveyance, the subject property is not either of the Grantor's or any of their spouses' (if any) homestead within the meaning set forth in the constitution of the state of Florida, nor is it contiguous to or a part of homestead property.

Subject to taxes for 2014 and subsequent years; covenants, conditions, restrictions, easements, reservations and limitations of record, if any.

To Have and to Hold, the same together with all and singular the appurtenances thereto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of grantors, either in law or equity, for the use, benefit and profit of the said grantee forever.

In Witness Whereof, grantor has hereunto set grantor's hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:

Witness Name: Barbara S. O'Connell

Witness Name: Margrit S. Bernstein

Safe Harbor Enterprises, Inc., a Florida corporation

By: Roger M. Bernstein, President

Doc# 1993368
Bk# 2697 Pg# 1930

STATE OF FLORIDA }
COUNTY OF Miami-Dade }

The foregoing instrument was acknowledged before me this 30th day of July, 2014 by Safe Harbor Enterprises, Inc., a Florida corporation, Roger M. Bernstein, President, who is [✓] personally known to me or [_] has produced a driver's license as identification.

[Notary Seal]
NOTARY PUBLIC-STATE OF FLORIDA
Barbara S. O'Connell
Commission # EE034387
Expires: OCT. 13, 2014
BONDED THRU ATLANTIC BONDING CO., INC.

Notary Public

Printed Name: Barbara S. O'Connell

My Commission Expires: 10/13/2014

MONROE COUNTY
OFFICIAL RECORDS

Doc# 1661116 09/06/2007 1:35PM
Filed & Recorded in Official Records of
MONROE COUNTY DANNY L. KOLHAGE

Doc# 1648234 06/15/2007 2:20PM
Filed & Recorded in Official Records of
MONROE COUNTY DANNY L. KOLHAGE

This document prepared by and return to:
Thomas J. DiDato, Esq.
526 Southard Street
Key West, FL 33040

06/15/2007 2:20PM
DEED DOC STAMP CL: RS $0.70

Parcel ID Number: 00123730-000000 ~~00123720-000000 (Parent Parcel)~~

Doc# 1648234
Bk# 2301 Pg# 2206

NOTE. BEING RE-RECORDED TO CORRECT PARCEL ID NUMBER.

Doc# 1661116
Bk# 2319 Pg# 136

Special Warranty Deed

This Indenture, Made this 12th day of June, 2007 A.D., **Between SAFE HARBOR MARINE RAILWAY CORP., a corporation formerly existing under the laws of the State of Florida,** of the County of **MONROE,** State of **FLorida, grantor,** and **SAFE HARBOR ENTERPRISES, INC., a corporation existing under the laws of the State of Florida** whose address is: **6811 SHRIMP ROAD, KEY WEST, FL 33040** of the County of **MONROE,** State of **Florida, grantees.**

Witnesseth that the GRANTOR, for and in consideration of the sum of ----------**TEN DOLLARS ($10)**---------- DOLLARS, and other good and valuable consideration to GRANTOR in hand paid by GRANTEES, the receipt whereof is hereby acknowledged, has granted, bargained and sold to the said GRANTEES and GRANTEES' heirs, successors and assigns forever, the following described land, situate, lying and being in the County of **MONROE** State of **Florida** to wit:

A PARCEL OF LAND LYING IN SECTION 35, TOWNSHIP 67 SOUTH, RANGE 25 EAST, MONROE COUNTY, FLORIDA, AND BEING A PARCEL OF LAND ON STOCK ISLAND, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF BLOCK 57 OF McDONALD'S PLAT OF A PART OF STOCK ISLAND AS RECORDED IN PLAT BOOK 1 AT PAGE 55 OF THE PUBLIC RECORDS OF MONROE COUNTY, FLORIDA AND RUN THENCE SOUTH 84°02'07" EAST ALONG THE NORTH BOUNDARY LINE OF BLOCK 57 FOR A DISTANCE OF 499.98 FEET TO THE EAST RIGHT-OF-WAY LINE OF SHRIMP ROAD (A 30' R/W); THENCE SOUTH 05°57'53" WEST ALONG SAID EASTERLY RIGHT-OF-WAY LINE A DISTANCE OF 739.82 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 05°57'53" WEST FOR A DISTANCE OF 173.64 FEET; THENCE LEAVING SAID LINE SOUTH 84°02'07" EAST FOR A DISTANCE OF 191.55 FEET; THENCE NORTH 05°56'58" EAST FOR A DISTANCE OF 173.64 FEET; THENCE NORTH 84°02'07" WEST FOR A DISTANCE OF 191.50 FEET TO THE POINT OF BEGINNING.

Subject to Restrictions, Reservations, Easements, and Covenants of Record, and Taxes + Assessments for the year 2007 and thereafter.

Note: SAFE HARBOR MARINE RAILWAY CORP., was dissolved on or about 1982. Roger M. Bernstein and Jordan Bernstein are the two surviving members of the Board of Directors of this corporation. As part of their "winding up" of the corporate business affairs, per *Section 607.301, F.S. 1987,* the majority and only surviving Board of Directors, acting as Trustees, have executed this deed.

Together with all tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

To Have and to Hold, the same in fee simple forever.

And the grantor hereby covenant with said grantees that grantor is lawfully seized of said land in fee simple; that grantor has good right and lawful authority to sell and convey said land; that grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all person claiming by, through or under grantor.

In Witness Whereof, the grantor has hereunto set its hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:

SAFE HARBOR MARINE RAILWAY CORP.

Printed Name: VANIA E. Salazar
Witness

By: _____ (Seal)
ROGER M. BERNSTEIN, TRUSTEE
P.O. Address: 5700 FOURTH AVENUE, STOCK ISLAND, KEY WEST, FL 33040

Printed Name: Barbara S. O'Connell
Witness

Bettiann Crociata
Printed Name: JORDAN BERNSTEIN
Witness

By: _____ (Seal)
JORDAN BERNSTEIN, TRUSTEE
P.O. Address: 5700 FOURTH AVENUE, STOCK ISLAND, KEY WEST, FL 33040

Printed Name: FALONE S. BERNSTEIN
Witness

Doc# 1648234
Bk# 2301 Pg# 2207

STATE OF NJ
COUNTY OF Bergen

The foregoing instrument was acknowledged before me this 9th day of June, 2007 by ~~ROGER M. BERNSTEIN~~ JORDAN BERNSTEIN, TRUSTEE of SAFE HARBOR MARINE RAILWAY CORP., a dissolved Florida Corporation, on behalf of the corporation they are personally known to me or they have produced their state driver's license as identification.

Bettiann Crociata
Printed Name:
Notary Public
My Commission Expires: / /

BETTIANN B. CROCIATA
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires May 2, 2011

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me this 12th day of June, 2007 by ~~JORDAN BERNSTEIN~~ ROGER M. BERNSTEIN, TRUSTEE of SAFE HARBOR MARINE RAILWAY CORP., a dissolved Florida Corporation, on behalf of the corporation they are personally known to me or they have produced their state driver's license as identification.

NOTARY PUBLIC-STATE OF FLORIDA
Barbara S. O'Connell
Commission # DD587455
Expires: OCT. 05, 2010
BONDED THRU ATLANTIC BONDING CO., INC.

Printed Name: BARBARA S. O'CONNELL
Notary Public
My Commission Expires: 10/5/2010

Doc# 1661116
Bk# 2319 Pg# 137

MONROE COUNTY
OFFICIAL RECORDS

MONROE COUNTY
OFFICIAL RECORDS

MONROE COUNTY, FLORIDA
PLANNING AND ENVIRONMENTAL RESOURCES DEPARTMENT

Disclosure of Interest

Pursuant to Section 101-6 of the Land Development Code, this form shall accompany land-use related applications. The intent is to disclose the identity of true parties in interest to the public, thereby enabling the public to ascertain which parties will potentially benefit.

Any person or entity holding real property in the form of a partnership, limited partnership, corporation, assignment of interest, trust, option, assignment of beneficial or contractual interest, or any form of representative capacity whatsoever for others, except as otherwise provided, shall, during application submittal for a specified application types, make a public disclosure, in writing, under oath, and subject to the penalties prescribed for perjury. Exemptions to the requirements of this section include the beneficial interest which is represented by stock in corporations registered with the federal securities exchange commission or in corporations registered pursuant to Chapter 517, Florida Statutes, whose stock is for sale to the general public.

This written disclosure shall be made to the planning director at the time of application. The disclosure information shall include the name and address of every person having a beneficial or contractual interest in the real property, however small or minimal.

- If the property is owned fee simple by an INDIVIDUAL, tenancy by the entirety, tenancy in common, or joint tenancy, list all parties with an ownership interest as well as the percentage of such interest. (Use additional sheets if necessary):

Name and Address	*% of Ownership*

- If the property is owned by a CORPORATION, list the officers and stockholders and the percentage of stock owned by each. (Use additional sheets if necessary):

Name and Address BAMA ONE, LLC.	*% of Ownership*
WALTER CRUMBLEY	50%
JOSEPH O'CONNELL	50%

- If the property is in the name of a TRUSTEE, list the beneficiaries of the trust with the percentage of interest. (Use additional sheets if necessary):

Name and Address	*% of Ownership*

* In the case of a trust, the four largest beneficiaries must also sign the affidavit.

- If the property is in the name of a GENERAL or LIMITED PARTNERSHIP, list the name of the general and/or limited partners. (Use additional sheets if necessary):

Name and Address	*% of Ownership*

- If there is a CONTRACT FOR PURCHASE, with an individual or individuals, a Corporation, Trustee, or a Partnership, list the names of the contract purchasers below, including the officers, stockholders, beneficiaries, or partners. (Use additional sheets if necessary):

Name and Address	*% of Ownership*

* Please provide date of contract _____

- If any contingency clause or contract terms involve additional parties, list all individuals or officers, if a corporation, partnership, or trust. (Use additional sheets if necessary):

Name and Address

By signing this form, the signer certifies that he or she is a person who is familiar with the information contained in the form, and that to the best of his or her knowledge such information is true, complete and accurate.

Printed Name / Signature of Person Completing Form: _____

State of Florida, County of Monroe

The foregoing instrument was acknowledged before me this 25th day of June, 2019, by Joseph O'Connell. He/she is personally known to me or has produced _____ as identification.

BRITNEY B. ALAYON
MY COMMISSION # FF 999885
EXPIRES: August 22, 2020
Bonded Thru Notary Public Underwriters

_____
Notary Public
My Commission Expires

03/2013

TRUST "B"

MONROE COUNTY, FLORIDA
PLANNING AND ENVIRONMENTAL RESOURCES DEPARTMENT

Disclosure of Interest

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- If the property is owned fee simple by an INDIVIDUAL, tenancy by the entirety, tenancy in common, or joint tenancy, list all parties with an ownership interest as well as the percentage of such interest. (Use additional sheets if necessary):

Name and Address	*% of Ownership*

- If the property is owned by a CORPORATION, list the officers and stockholders and the percentage of stock owned by each. (Use additional sheets if necessary):

Name and Address	*% of Ownership*

- If the property is in the name of a TRUSTEE, list the beneficiaries of the trust with the percentage of interest. (Use additional sheets if necessary): TRUST "B" u/w/o BENJAMIN BERNSTEIN, Deceased

Name and Address	*% of Ownership*
Trust "B" under Will of BENJAMIN BERNSTEIN Roger M. Bernstein and Jordan M. Bernstein, Trustees	100%
ROGER M. BERNSTEIN and JORDAN M. BERNSTEIN, Beneficiaries	

* In the case of a trust, the four largest beneficiaries must also sign the affidavit.

- If the property is in the name of a GENERAL or LIMITED PARTNERSHIP, list the name of the general and/or limited partners. (Use additional sheets if necessary):

Name and Address	*% of Ownership*

- If there is a CONTRACT FOR PURCHASE, with an individual or individuals, a Corporation, Trustee, or a Partnership, list the names of the contract purchasers below, including the officers, stockholders, beneficiaries, or partners. (Use additional sheets if necessary):

Name and Address	*% of Ownership*

* Please provide date of contract _____

- If any contingency clause or contract terms involve additional parties, list all individuals or officers, if a corporation, partnership, or trust. (Use additional sheets if necessary):

Name and Address

By signing this form, the signer certifies that he or she is a person who is familiar with the information contained in the form, and that to the best of his or her knowledge such information is true, complete and accurate.

Printed Name / Signature of Person Completing Form: Roger M. Bernstein, Trustee/Beneficiary

State of Florida, County of ~~Monroe~~ Miami-Dade

The foregoing instrument was acknowledged before me this 29th day of ~~April~~ May 2019, by Roger M. Bernstein. He/she is personally known to me or has produced _____ as identification.

Notary Public

My Commission Expires 2/24/2021

NOTARY PUBLIC STATE OF FLORIDA
DARLENE MARTINEZ
MY COMMISSION # GG 070463
EXPIRES: February 24, 2021
Bonded Thru Budget Notary Services

TRUST "B"

MONROE COUNTY, FLORIDA
PLANNING AND ENVIRONMENTAL RESOURCES DEPARTMENT

Disclosure of Interest

Pursuant to Section 101-6 of the Land Development Code, this form shall accompany land-use related applications. The intent is to disclose the identity of true parties in interest to the public, thereby enabling the public to ascertain which parties will potentially benefit.

Any person or entity holding real property in the form of a partnership, limited partnership, corporation, assignment of interest, trust, option, assignment of beneficial or contractual interest, or any form of representative capacity whatsoever for others, except as otherwise provided, shall, during application submittal for a specified application types, make a public disclosure, in writing, under oath, and subject to the penalties prescribed for perjury. Exemptions to the requirements of this section include the beneficial interest which is represented by stock in corporations registered with the federal securities exchange commission or in corporations registered pursuant to Chapter 517, Florida Statutes, whose stock is for sale to the general public.

This written disclosure shall be made to the planning director at the time of application. The disclosure information shall include the name and address of every person having a beneficial or contractual interest in the real property, however small or minimal.

- If the property is owned fee simple by an INDIVIDUAL, tenancy by the entirety, tenancy in common, or joint tenancy, list all parties with an ownership interest as well as the percentage of such interest. (Use additional sheets if necessary):

Name and Address	*% of Ownership*

- If the property is owned by a CORPORATION, list the officers and stockholders and the percentage of stock owned by each. (Use additional sheets if necessary):

Name and Address	*% of Ownership*

- If the property is in the name of a TRUSTEE, list the beneficiaries of the trust with the percentage of interest. (Use additional sheets if necessary): TRUST "B" u/w/o BENJAMIN BERNSTEIN, Deceased

Name and Address	*% of Ownership*
TRUST "B" under Will of Benjamin Bernstein	100%
— ROGER M. BERNSTEIN & JORDAN M. BERNSTEIN, Trustees	
— ROGER M. BERNSTEIN & JORDAN M. BERNSTEIN, Beneficiaries	

* In the case of a trust, the four largest beneficiaries must also sign the affidavit.

- If the property is in the name of a GENERAL or LIMITED PARTNERSHIP, list the name of the general and/or limited partners. (Use additional sheets if necessary):

Name and Address	*% of Ownership*

- If there is a CONTRACT FOR PURCHASE, with an individual or individuals, a Corporation, Trustee, or a Partnership, list the names of the contract purchasers below, including the officers, stockholders, beneficiaries, or partners. (Use additional sheets if necessary):

Name and Address	*% of Ownership*

* Please provide date of contract _____

- If any contingency clause or contract terms involve additional parties, list all individuals or officers, if a corporation, partnership, or trust. (Use additional sheets if necessary):

Name and Address

By signing this form, the signer certifies that he or she is a person who is familiar with the information contained in the form, and that to the best of his or her knowledge such information is true, complete and accurate.

Printed Name / Signature of Person Completing Form: ✓ Jordan M. Bernstein
JORDAN M. BERNSTEIN, Trustee / Beneficiary

State of Florida, County of ~~Monroe~~ Palm Beach

The foregoing instrument was acknowledged before me this 30 day of ~~April~~ May, by Jordan Bernstein. He/she is personally known to me or has produced FL Drivers License as identification.

Cheryl D Cohen
Notary Public
My Commission Expires 4/12/2023

Cheryl D. Cohen
State of Florida
My Commission Expires 04/12/2023
Commission No. GG 322118

MONROE COUNTY, FLORIDA
PLANNING AND ENVIRONMENTAL RESOURCES DEPARTMENT

Disclosure of Interest

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- If the property is owned fee simple by an INDIVIDUAL, tenancy by the entirety, tenancy in common, or joint tenancy, list all parties with an ownership interest as well as the percentage of such interest. (Use additional sheets if necessary):

Name and Address	*% of Ownership*
Byron J. Colley, Jr. and Tonita A. Davis, husband and wife, 820 Georgia Street, Key West, FL	100%

- If the property is owned by a CORPORATION, list the officers and stockholders and the percentage of stock owned by each. (Use additional sheets if necessary):

Name and Address	*% of Ownership*

- If the property is in the name of a TRUSTEE, list the beneficiaries of the trust with the percentage of interest. (Use additional sheets if necessary):

Name and Address	*% of Ownership*

* In the case of a trust, the four largest beneficiaries must also sign the affidavit.

- If the property is in the name of a GENERAL or LIMITED PARTNERSHIP, list the name of the general and/or limited partners. (Use additional sheets if necessary):

Name and Address	*% of Ownership*

- If there is a CONTRACT FOR PURCHASE, with an individual or individuals, a Corporation, Trustee, or a Partnership, list the names of the contract purchasers below, including the officers, stockholders, beneficiaries, or partners. (Use additional sheets if necessary):

Name and Address	*% of Ownership*

* Please provide date of contract _____

- If any contingency clause or contract terms involve additional parties, list all individuals or officers, if a corporation, partnership, or trust. (Use additional sheets if necessary):

Name and Address

By signing this form, the signer certifies that he or she is a person who is familiar with the information contained in the form, and that to the best of his or her knowledge such information is true, complete and accurate.

Printed Name / Signature of Person Completing Form: _____

State of Florida, County of Monroe

The foregoing instrument was acknowledged before me this 15th day of ~~June, 2019~~ July, 2019, by Byron J. Colley. He/she is personally known to me or has produced personally known as identification.

SUSAN M. CARDENAS
MY COMMISSION EXPIRES
OCTOBER 23, 2020
#GG005460
Bonded thru
Notary Public Underwriters
NOTARY PUBLIC, STATE OF FLORIDA

_____
Notary Public
My Commission Expires 10.23.2020

03/2013

MONROE COUNTY, FLORIDA
PLANNING AND ENVIRONMENTAL RESOURCES DEPARTMENT

Disclosure of Interest

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- If the property is owned fee simple by an INDIVIDUAL, tenancy by the entirety, tenancy in common, or joint tenancy, list all parties with an ownership interest as well as the percentage of such interest. (Use additional sheets if necessary):

Name and Address	*% of Ownership*

- If the property is owned by a CORPORATION, list the officers and stockholders and the percentage of stock owned by each. (Use additional sheets if necessary):

Name and Address Constellation Yachts, Inc.	*% of Ownership*
Walter Schurtenberger and Sara Catherine Smiley	
as husband and wife and by the entireties	100%

- If the property is in the name of a TRUSTEE, list the beneficiaries of the trust with the percentage of interest. (Use additional sheets if necessary):

Name and Address	*% of Ownership*

* In the case of a trust, the four largest beneficiaries must also sign the affidavit.

- If the property is in the name of a GENERAL or LIMITED PARTNERSHIP, list the name of the general and/or limited partners. (Use additional sheets if necessary):

Name and Address	*% of Ownership*

- If there is a CONTRACT FOR PURCHASE, with an individual or individuals, a Corporation, Trustee, or a Partnership, list the names of the contract purchasers below, including the officers, stockholders, beneficiaries, or partners. (Use additional sheets if necessary):

Name and Address	*% of Ownership*

* Please provide date of contract _____

- If any contingency clause or contract terms involve additional parties, list all individuals or officers, if a corporation, partnership, or trust. (Use additional sheets if necessary):

Name and Address

By signing this form, the signer certifies that he or she is a person who is familiar with the information contained in the form, and that to the best of his or her knowledge such information is true, complete and accurate.

Printed Name / Signature of Person Completing Form: _____

State of Florida, County of Monroe

The foregoing instrument was acknowledged before me this 25 day of June, 2019, by Walter Schwartenberger. He/she is personally known to me or has produced _____ as identification.

CHELSEA C. VANADIA
MY COMMISSION # GG 166241
EXPIRES: December 6, 2021
Bonded Thru Notary Public Underwriters

_____
Notary Public
My Commission Expires 12/6/21

03/2013

MONROE COUNTY, FLORIDA
PLANNING AND ENVIRONMENTAL RESOURCES DEPARTMENT

Disclosure of Interest

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- If the property is owned fee simple by an INDIVIDUAL, tenancy by the entirety, tenancy in common, or joint tenancy, list all parties with an ownership interest as well as the percentage of such interest. (Use additional sheets if necessary):

Name and Address	*% of Ownership*

- If the property is owned by a CORPORATION, list the officers and stockholders and the percentage of stock owned by each. (Use additional sheets if necessary):

Name and Address	*% of Ownership*
Harbor Bay Investments LLC 1424 S. Roosevelt Blvd Key West FL 33040	
Patricia A Rodriguez 1424 S. Roosevelt Blvd Key West FL 33040	96
Tricia Rae Davila 27 Bougainvillea Ave Key West FL 33040	2
Inka M Almeda 25 Tamarind Dr. Key West FL 33040	2

- If the property is in the name of a TRUSTEE, list the beneficiaries of the trust with the percentage of interest. (Use additional sheets if necessary):

Name and Address	*% of Ownership*

* In the case of a trust, the four largest beneficiaries must also sign the affidavit.

- If the property is in the name of a GENERAL or LIMITED PARTNERSHIP, list the name of the general and/or limited partners. (Use additional sheets if necessary):

Name and Address	*% of Ownership*

- If there is a CONTRACT FOR PURCHASE, with an individual or individuals, a Corporation, Trustee, or a Partnership, list the names of the contract purchasers below, including the officers, stockholders, beneficiaries, or partners. (Use additional sheets if necessary):

Name and Address	*% of Ownership*

* Please provide date of contract _____

- If any contingency clause or contract terms involve additional parties, list all individuals or officers, if a corporation, partnership, or trust. (Use additional sheets if necessary):

Name and Address

By signing this form, the signer certifies that he or she is a person who is familiar with the information contained in the form, and that to the best of his or her knowledge such information is true, complete and accurate.

Printed Name / Signature of Person Completing Form: TRICIA RAE DAVILA

State of Florida, County of Monroe

The foregoing instrument was acknowledged before me this 6th day of ~~April~~ June, by Tricia Rae Davila. He/she is personally known to me or has produced _____ as identification.

Alexa Walterson

Notary Public

My Commission Expires 2023.

ALEXA NICOLE WALTERSON
MY COMMISSION # GG 344287
EXPIRES: June 12, 2023
Bonded Thru Notary Public Underwriters

03/2013

JKYD

MONROE COUNTY, FLORIDA
PLANNING AND ENVIRONMENTAL RESOURCES DEPARTMENT

Disclosure of Interest

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- If the property is owned fee simple by an INDIVIDUAL, tenancy by the entirety, tenancy in common, or joint tenancy, list all parties with an ownership interest as well as the percentage of such interest. (Use additional sheets if necessary):

Name and Address	*% of Ownership*

- If the property is owned by a CORPORATION, list the officers and stockholders and the percentage of stock owned by each. (Use additional sheets if necessary): JKYD, LLC.*

Name and Address	*% of Ownership*
SAFE HARBOR ENTERPRISES, INC.	2%
ROGER M. BERNSTEIN 2012 FAMILY TRUST	49%
JORDAN BERNSTEIN FAMILY TRUST (2012)	49%

*JKYD, LLC: Managers · ROGER M. BERNSTEIN P.O.B. 144235 Coral Gables, FL. 33114
and
JORDAN M. BERNSTEIN 6199 Finsbury Ct. Palm Beach Gdns, FL. 33418.

- If the property is in the name of a TRUSTEE, list the beneficiaries of the trust with the percentage of interest. (Use additional sheets if necessary):

Name and Address	*% of Ownership*

* In the case of a trust, the four largest beneficiaries must also sign the affidavit.

- If the property is in the name of a GENERAL or LIMITED PARTNERSHIP, list the name of the general and/or limited partners. (Use additional sheets if necessary):

Name and Address	*% of Ownership*

- If there is a CONTRACT FOR PURCHASE, with an individual or individuals, a Corporation, Trustee, or a Partnership, list the names of the contract purchasers below, including the officers, stockholders, beneficiaries, or partners. (Use additional sheets if necessary):

Name and Address	*% of Ownership*

* Please provide date of contract _____

- If any contingency clause or contract terms involve additional parties, list all individuals or officers, if a corporation, partnership, or trust. (Use additional sheets if necessary):

Name and Address

By signing this form, the signer certifies that he or she is a person who is familiar with the information contained in the form, and that to the best of his or her knowledge such information is true, complete and accurate.

Printed Name / Signature of Person Completing Form: _____

State of Florida, County of ~~Monroe~~ Miami Dade

ROGER M. BERNSTEIN
Manager, JKYD, LLC.

The foregoing instrument was acknowledged before me this 29th day of ~~April~~ May 2019, by Roger M. Bernstein. He/she is personally known to me or has produced _____ as identification.

DARLENE MARTINEZ
MY COMMISSION # GG 070483
EXPIRES: February 24, 2021
Bonded Thru Budget Notary Services

Notary Public
My Commission Expires 2/24/2021

03/2013

MONROE COUNTY, FLORIDA
PLANNING AND ENVIRONMENTAL RESOURCES DEPARTMENT

Disclosure of Interest

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- If the property is owned fee simple by an INDIVIDUAL, tenancy by the entirety, tenancy in common, or joint tenancy, list all parties with an ownership interest as well as the percentage of such interest. (Use additional sheets if necessary):

Name and Address	*% of Ownership*

- If the property is owned by a CORPORATION, list the officers and stockholders and the percentage of stock owned by each. (Use additional sheets if necessary):

Name and Address K W Resort Utilities Corp.	*% of Ownership*
William L. Smith, Jr.	70
Leslie Johnson	10
Bart Smith	10
Alex Smith	10

- If the property is in the name of a TRUSTEE, list the beneficiaries of the trust with the percentage of interest. (Use additional sheets if necessary):

Name and Address	*% of Ownership*

* In the case of a trust, the four largest beneficiaries must also sign the affidavit.

- If the property is in the name of a GENERAL or LIMITED PARTNERSHIP, list the name of the general and/or limited partners. (Use additional sheets if necessary):

Name and Address	*% of Ownership*

- If there is a CONTRACT FOR PURCHASE, with an individual or individuals, a Corporation, Trustee, or a Partnership, list the names of the contract purchasers below, including the officers, stockholders, beneficiaries, or partners. (Use additional sheets if necessary):

Name and Address	*% of Ownership*

* Please provide date of contract _____

- If any contingency clause or contract terms involve additional parties, list all individuals or officers, if a corporation, partnership, or trust. (Use additional sheets if necessary):

Name and Address

By signing this form, the signer certifies that he or she is a person who is familiar with the information contained in the form, and that to the best of his or her knowledge such information is true, complete and accurate.

Printed Name / Signature of Person Completing Form: _____

Barton W. Smith

State of Florida, County of Monroe

The foregoing instrument was acknowledged before me this 2 day of July ~~June~~, 2019, by Barton W. Smith. He/she is personally known to me or has produced _____ as identification.

CHELSEA C. VANADIA
MY COMMISSION # GG 166241
EXPIRES: December 6, 2021
Bonded Thru Notary Public Underwriters

_____
Notary Public
My Commission Expires 12/4/21

03/2013

MONROE COUNTY, FLORIDA
PLANNING AND ENVIRONMENTAL RESOURCES DEPARTMENT

Disclosure of Interest

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Name and Address	*% of Ownership*

- If the property is owned by a CORPORATION, list the officers and stockholders and the percentage of stock owned by each. (Use additional sheets if necessary):

Name and Address Key West Transfer Station & Hauling Service, Inc.	*% of Ownership*
Irene Gonzalez, President	50 %
Cecilia Gonzalez, Vice President	50 %

- If the property is in the name of a TRUSTEE, list the beneficiaries of the trust with the percentage of interest. (Use additional sheets if necessary):

Name and Address	*% of Ownership*

* In the case of a trust, the four largest beneficiaries must also sign the affidavit.

- If the property is in the name of a GENERAL or LIMITED PARTNERSHIP, list the name of the general and/or limited partners. (Use additional sheets if necessary):

Name and Address	*% of Ownership*

- If there is a CONTRACT FOR PURCHASE, with an individual or individuals, a Corporation, Trustee, or a Partnership, list the names of the contract purchasers below, including the officers, stockholders, beneficiaries, or partners. (Use additional sheets if necessary):

Name and Address	*% of Ownership*

* Please provide date of contract _____

- If any contingency clause or contract terms involve additional parties, list all individuals or officers, if a corporation, partnership, or trust. (Use additional sheets if necessary):

Name and Address

By signing this form, the signer certifies that he or she is a person who is familiar with the information contained in the form, and that to the best of his or her knowledge such information is true, complete and accurate.

Printed Name / Signature of Person Completing Form: Cecilia A. Gonzalez

State of Florida, County of Monroe

The foregoing instrument was acknowledged before me this 21st day of ~~April~~ June 2019, by Cecilia Gonzalez. He/she is personally known to me or has produced _____ as identification.

MARIUSKA SURI
MY COMMISSION # GG292558
EXPIRES: January 22, 2023

Notary Public
My Commission Expires

MONROE COUNTY, FLORIDA
PLANNING AND ENVIRONMENTAL RESOURCES DEPARTMENT

Disclosure of Interest

Pursuant to Section 101-6 of the Land Development Code, this form shall accompany land-use related applications. The intent is to disclose the identity of true parties in interest to the public, thereby enabling the public to ascertain which parties will potentially benefit.

Any person or entity holding real property in the form of a partnership, limited partnership, corporation, assignment of interest, trust, option, assignment of beneficial or contractual interest, or any form of representative capacity whatsoever for others, except as otherwise provided, shall, during application submittal for a specified application types, make a public disclosure, in writing, under oath, and subject to the penalties prescribed for perjury. Exemptions to the requirements of this section include the beneficial interest which is represented by stock in corporations registered with the federal securities exchange commission or in corporations registered pursuant to Chapter 517, Florida Statutes, whose stock is for sale to the general public.

This written disclosure shall be made to the planning director at the time of application. The disclosure information shall include the name and address of every person having a beneficial or contractual interest in the real property, however small or minimal.

- If the property is owned fee simple by an INDIVIDUAL, tenancy by the entirety, tenancy in common, or joint tenancy, list all parties with an ownership interest as well as the percentage of such interest. (Use additional sheets if necessary):

Name and Address	*% of Ownership*

- If the property is owned by a CORPORATION, list the officers and stockholders and the percentage of stock owned by each. (Use additional sheets if necessary):

Name and Address Keys Fresh Seafood LLC	*% of Ownership*
John Buckheim	25 %
Charles Mendola	25 %
Susan Bailey	50 %

- If the property is in the name of a TRUSTEE, list the beneficiaries of the trust with the percentage of interest. (Use additional sheets if necessary):

Name and Address	*% of Ownership*

* In the case of a trust, the four largest beneficiaries must also sign the affidavit.

- If the property is in the name of a GENERAL or LIMITED PARTNERSHIP, list the name of the general and/or limited partners. (Use additional sheets if necessary):

Name and Address	*% of Ownership*

- If there is a CONTRACT FOR PURCHASE, with an individual or individuals, a Corporation, Trustee, or a Partnership, list the names of the contract purchasers below, including the officers, stockholders, beneficiaries, or partners. (Use additional sheets if necessary):

Name and Address	*% of Ownership*

* Please provide date of contract _____

- If any contingency clause or contract terms involve additional parties, list all individuals or officers, if a corporation, partnership, or trust. (Use additional sheets if necessary):

Name and Address

By signing this form, the signer certifies that he or she is a person who is familiar with the information contained in the form, and that to the best of his or her knowledge such information is true, complete and accurate.

Printed Name / Signature of Person Completing Form: John Buckheim

State of Florida, County of Monroe

The foregoing instrument was acknowledged before me this 28th day of June, 2019, by John Buckheim. He/she is personally known to me or has produced FLDL as identification.

Alexa Walterson
Notary Public
My Commission Expires 6/12/23

ALEXA NICOLE WALTERSON
MY COMMISSION # GG 344287
EXPIRES: June 12, 2023
Bonded Thru Notary Public Underwriters

03/2013

MONROE COUNTY, FLORIDA
PLANNING AND ENVIRONMENTAL RESOURCES DEPARTMENT

Disclosure of Interest

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- If the property is owned fee simple by an INDIVIDUAL, tenancy by the entirety, tenancy in common, or joint tenancy, list all parties with an ownership interest as well as the percentage of such interest. (Use additional sheets if necessary):

Name and Address	*% of Ownership*

- If the property is owned by a CORPORATION, list the officers and stockholders and the percentage of stock owned by each. (Use additional sheets if necessary):

Name and Address	*% of Ownership*

- If the property is in the name of a TRUSTEE, list the beneficiaries of the trust with the percentage of interest. (Use additional sheets if necessary):

Name and Address	*% of Ownership*

* In the case of a trust, the four largest beneficiaries must also sign the affidavit.

- If the property is in the name of a GENERAL or LIMITED PARTNERSHIP, list the name of the general and/or limited partners. (Use additional sheets if necessary):

Name and Address LONGSTOCK II, LLC	*% of Ownership*
Donald Foss 7009 Shrimp Road Suite 4, Key West FL 33040	100

- If there is a CONTRACT FOR PURCHASE, with an individual or individuals, a Corporation, Trustee, or a Partnership, list the names of the contract purchasers below, including the officers, stockholders, beneficiaries, or partners. (Use additional sheets if necessary):

Name and Address	*% of Ownership*

* Please provide date of contract _____

- If any contingency clause or contract terms involve additional parties, list all individuals or officers, if a corporation, partnership, or trust. (Use additional sheets if necessary):

Name and Address

By signing this form, the signer certifies that he or she is a person who is familiar with the information contained in the form, and that to the best of his or her knowledge such information is true, complete and accurate.

Printed Name / Signature of Person Completing Form: Matthew Strunk

State of Florida, County of Monroe

The foregoing instrument was acknowledged before me this 16th day of April, by Matthew Strunk. He/she is personally known to me or has produced _____ as identification.

NICOLE SCOTT
Notary Public - State of Florida
Commission # FF 908673
My Comm. Expires Aug 11, 2019
Bonded through National Notary Assn.

Nicole Scott
Notary Public
My Commission Expires 8/11/19

MONROE COUNTY, FLORIDA
PLANNING AND ENVIRONMENTAL RESOURCES DEPARTMENT

Disclosure of Interest

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- If the property is owned fee simple by an INDIVIDUAL, tenancy by the entirety, tenancy in common, or joint tenancy, list all parties with an ownership interest as well as the percentage of such interest. (Use additional sheets if necessary):

Name and Address	*% of Ownership*

- If the property is owned by a CORPORATION, list the officers and stockholders and the percentage of stock owned by each. (Use additional sheets if necessary):

Name and Address Robbies Safe Harbor Marine Ent, Inc.	*% of Ownership*
MICHAEL RECKWERDT 77522 OVERSEAS HWY, ISLAMORADA, FL 33036	100%
REBECCA RITTER 77522 OVERSEAS HWY, ISLAMORADA, FL 33036	0
JONATHAN RECKWERDT 77522 OVERSEAS HWY, ISLAMORADA, FL 33036	0

- If the property is in the name of a TRUSTEE, list the beneficiaries of the trust with the percentage of interest. (Use additional sheets if necessary):

Name and Address	*% of Ownership*

* In the case of a trust, the four largest beneficiaries must also sign the affidavit.

- If the property is in the name of a GENERAL or LIMITED PARTNERSHIP, list the name of the general and/or limited partners. (Use additional sheets if necessary):

Name and Address	*% of Ownership*

- If there is a CONTRACT FOR PURCHASE, with an individual or individuals, a Corporation, Trustee, or a Partnership, list the names of the contract purchasers below, including the officers, stockholders, beneficiaries, or partners. (Use additional sheets if necessary):

Name and Address	*% of Ownership*

* Please provide date of contract _____

- If any contingency clause or contract terms involve additional parties, list all individuals or officers, if a corporation, partnership, or trust. (Use additional sheets if necessary):

Name and Address

By signing this form, the signer certifies that he or she is a person who is familiar with the information contained in the form, and that to the best of his or her knowledge such information is true, complete and accurate.

Printed Name / Signature of Person Completing Form: REBECCA RITTER

State of Florida, County of Monroe

The foregoing instrument was acknowledged before me this 26th day of June, 2019, by Rebecca Ritter. He/she is personally known to me or has produced _____ as identification.

BRANDI GREEN
MY COMMISSION # FF 965988
EXPIRES: June 29, 2020
Bonded Thru Notary Public Underwriters

Brandi Green
Notary Public
My Commission Expires 06/29/2020

03/2013

24E

MONROE COUNTY, FLORIDA
PLANNING AND ENVIRONMENTAL RESOURCES DEPARTMENT

Disclosure of Interest

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- If the property is owned fee simple by an INDIVIDUAL, tenancy by the entirety, tenancy in common, or joint tenancy, list all parties with an ownership interest as well as the percentage of such interest. (Use additional sheets if necessary):

Name and Address	*% of Ownership*

- If the property is owned by a CORPORATION, list the officers and stockholders and the percentage of stock owned by each. (Use additional sheets if necessary): Cape Harbor Enterprises, Inc.

Name and Address	*% of Ownership*
Roger M. Bernstein President P.O.B. 2447, Key West, Fl. 33041	50%
Jordan M. Bernstein P.O.B. 2447, Key West, Fl. 33041	50%

- If the property is in the name of a TRUSTEE, list the beneficiaries of the trust with the percentage of interest. (Use additional sheets if necessary):

Name and Address	*% of Ownership*

* In the case of a trust, the four largest beneficiaries must also sign the affidavit.

- If the property is in the name of a GENERAL or LIMITED PARTNERSHIP, list the name of the general and/or limited partners. (Use additional sheets if necessary):

Name and Address	*% of Ownership*

- If there is a CONTRACT FOR PURCHASE, with an individual or individuals, a Corporation, Trustee, or a Partnership, list the names of the contract purchasers below, including the officers, stockholders, beneficiaries, or partners. (Use additional sheets if necessary):

Name and Address	*% of Ownership*

* Please provide date of contract _____

- If any contingency clause or contract terms involve additional parties, list all individuals or officers, if a corporation, partnership, or trust. (Use additional sheets if necessary):

Name and Address

By signing this form, the signer certifies that he or she is a person who is familiar with the information contained in the form, and that to the best of his or her knowledge such information is true, complete and accurate.

Printed Name / Signature of Person Completing Form: [signature] ROGER M. BERNSTEIN

State of Florida, County of ~~Monroe~~ Miami-Dade

The foregoing instrument was acknowledged before me this 29th day of ~~April~~ May 2019, by Roger M. Bernstein He/she is personally known to me or has produced _____ as identification.

[signature]
Notary Public
My Commission Expires 2/24/2021

NOTARY PUBLIC STATE OF FLORIDA
DARLENE MARTINEZ
MY COMMISSION # GG 070463
EXPIRES: February 24, 2021
Bonded Thru Budget Notary Services

MONROE COUNTY, FLORIDA
PLANNING AND ENVIRONMENTAL RESOURCES DEPARTMENT

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Name and Address	*% of Ownership*

- If the property is owned by a CORPORATION, list the officers and stockholders and the percentage of stock owned by each. (Use additional sheets if necessary):

Name and Address SAFE HARBOUR PROPERTIES, LLC	*% of Ownership*
John Stephens	50%
Joseph O'Connell	50%

- If the property is in the name of a TRUSTEE, list the beneficiaries of the trust with the percentage of interest. (Use additional sheets if necessary):

Name and Address	*% of Ownership*

* In the case of a trust, the four largest beneficiaries must also sign the affidavit.

- If the property is in the name of a GENERAL or LIMITED PARTNERSHIP, list the name of the general and/or limited partners. (Use additional sheets if necessary):

Name and Address	*% of Ownership*

- If there is a CONTRACT FOR PURCHASE, with an individual or individuals, a Corporation, Trustee, or a Partnership, list the names of the contract purchasers below, including the officers, stockholders, beneficiaries, or partners. (Use additional sheets if necessary):

Name and Address	*% of Ownership*

* Please provide date of contract _____

- If any contingency clause or contract terms involve additional parties, list all individuals or officers, if a corporation, partnership, or trust. (Use additional sheets if necessary):

Name and Address

By signing this form, the signer certifies that he or she is a person who is familiar with the information contained in the form, and that to the best of his or her knowledge such information is true, complete and accurate.

Printed Name / Signature of Person Completing Form: _____

State of Florida, County of Monroe

The foregoing instrument was acknowledged before me this 25th day of June, 2019, by Joseph O'Connell. He/she is personally known to me or has produced _____ as identification.

BRITNEY B. ALAYON
MY COMMISSION # FF 995885
EXPIRES: August 22, 2020
Bonded Thru Notary Public Underwriters

_____
Notary Public
My Commission Expires

03/2013

MONROE COUNTY, FLORIDA
PLANNING AND ENVIRONMENTAL RESOURCES DEPARTMENT

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Name and Address	*% of Ownership*

- If the property is owned by a CORPORATION, list the officers and stockholders and the percentage of stock owned by each. (Use additional sheets if necessary):

Name and Address	*% of Ownership*

- If the property is in the name of a TRUSTEE, list the beneficiaries of the trust with the percentage of interest. (Use additional sheets if necessary):

Name and Address	*% of Ownership*

* In the case of a trust, the four largest beneficiaries must also sign the affidavit.

- If the property is in the name of a GENERAL or LIMITED PARTNERSHIP, list the name of the general and/or limited partners. (Use additional sheets if necessary): SIMV Hotel 1 LLC

Name and Address	*% of Ownership*
Donald Foss 7009 Shrimp Road Suite 4, Key West FL 33040	100

- If there is a CONTRACT FOR PURCHASE, with an individual or individuals, a Corporation, Trustee, or a Partnership, list the names of the contract purchasers below, including the officers, stockholders, beneficiaries, or partners. (Use additional sheets if necessary):

Name and Address	*% of Ownership*

* Please provide date of contract _____

- If any contingency clause or contract terms involve additional parties, list all individuals or officers, if a corporation, partnership, or trust. (Use additional sheets if necessary):

Name and Address

By signing this form, the signer certifies that he or she is a person who is familiar with the information contained in the form, and that to the best of his or her knowledge such information is true, complete and accurate.

Printed Name / Signature of Person Completing Form: Matthew Strunk Matthew Strunk

State of Florida, County of Monroe

The foregoing instrument was acknowledged before me this 16th day of April, by Matthew Strunk. He/she is personally known to me or has produced _____ as identification.

NICOLE SCOTT
Notary Public - State of Florida
Commission # FF 908673
My Comm. Expires Aug 11, 2019
Bonded through National Notary Assn

Nicole Scott
Notary Public
My Commission Expires 8/11/19

AGENT AUTHORIZATION FORM

Date of Authorization: 7 / 15 / 2019
Month Day Year

I hereby authorize SMITH HAWKS, PL be listed as authorized agent
(Print Name of Agent)

representing BERNSTEIN BENJAMIN RESIDUARY TR B U/T/W; BERNSTEIN BENJAMIN TRUST B; JKYD, LLC; and SAFE HARBOR ENTERPRISES, INC for the application submission
(Print Name of Property Owner(s) the Applicant(s))

of ANY/AND ALL LAND USE APPLICATIONS
(List the Name and Type of applications for the authorization)

for the Property described as: (if in metes and bounds, attach legal description on separate sheet)

SEE ATTACHED

Lot Block Subdivision Key (Island)

SEE ATTACHED

Real Estate (RE) Number Alternate Key Number

SEE ATTACHED

Street Address (Street, City, State & Zip Code) Approximate Mile Marker

Authorized Agent Contact Information:

138 Simonton Street, Key West, FL 33040

Mailing Address (Street, City, State and Zip Code)

(305)296-7227 BART@SMITHHAWKS.COM

Work Phone Home Phone Cell Phone Email Address

This authorization becomes effective on the date this affidavit is notarized and shall remain in effect until terminated by the undersigned. This authorization acts as a durable power of attorney only for the purposes stated. The undersigned understands the risks and liabilities involved in the granting of this agency and accepts full responsibility for any and all of the actions of the agent named herein related to the processing of the services requested, application(s) and/or the acquisition of approvals/permits for the aforementioned applicant. The applicant(s) hereby indemnifies and holds harmless Monroe County, its officers, agents and employees for any damage to applicant caused by its agent or arising from this agency authorization.

Note: Agents must provide a notarized authorization from ALL current property owners.

Signature of Property Owner: Roger M. Bernstein

Printed Name of Property Owner: ROGER M. BERNSTEIN, Authorized Signatory

STATE OF Florida COUNTY OF Monroe

Sworn to and subscribed before me this 15th day of JULY, 20 19,

by ROGER M. BERNSTEIN, who is personally known to me OR produced
(Print Name of Person Making Statement)

_____ as identification.
(Type of ID Produced)

BRANDI GREEN
MY COMMISSION # FF 965986
EXPIRES: June 29, 2020
Bonded Thru Notary Public Underwriters

Brandi Green
Signature of Notary Public

Brandi Green
Print, Type or Stamp Commissioned Name of Notary Public

My commission expires: 06/29/2020

	RE No.:	Owner:	Address:
1.	00123770-000000	BERNSTEIN BENJAMIN RESIDUARY TR B U/T/W	VACANT LAND
2.	00127250-000000	BERNSTEIN BENJAMIN RESIDUARY TR B U/T/W	5700 4TH AVE
3.	00127280-000000	BERNSTEIN BENJAMIN TRUST B	6460 FRONT ST
4.	00127290-000000	BERNSTEIN BENJAMIN TRUST B	VACANT LAND
5.	00127380-000000	BERNSTEIN BENJAMIN TRUST B	5550 5TH AVE
6.	00123720-000400	JKYD LLC	VACANT LAND SHRIMP RD
7.	00123731-000000	SAFE HARBOR ENTERPRISES, LLC	6810 FRONT STREET

WRITTEN CONSENT FORM

Date of Consent: 12 / 27 / 18
Month Day Year

I, Harbor Bay Investments LLC hereby consent to inclusion in the
(Print Name of Property Owner(s))

Safe Harbor Community Center Overlay for the Property described as:

(if in metes and bounds, attach legal description on separate sheet)

Dog Track Condominium Parcel 1+2
Lot Block Subdivision Key (Island)

123800-000101/123800-000102 9039163/9039174
Real Estate (RE) Number Alternate Key Number

5550 5th Ave Stock Island Key West FL 33040
Street Address (Street, City, State & Zip Code) Approximate Mile Marker

Authorized Agent Contact Information:

1424 S. Roosevelt Blvd
Mailing Address (Street)

Key West FL 33040
(City, State and Zip Code)

305923490 6 TRICIARAE77@Bellsouth.net
Work Phone Home Phone Cell Phone Email Address

This authorization becomes effective on the date this affidavit is notarized and shall remain in effect until terminated by the undersigned. This authorization acts as a durable power of attorney only for the purposes stated. The undersigned understands the risks and liabilities involved in the granting of this agency and accepts full responsibility for any and all of the actions of the agent named herein related to the processing of the services requested, application(s) and/or the acquisition of approvals/permits for the aforementioned applicant. The applicant(s) hereby indemnifies and holds harmless Monroe County, its officers, agents and employees for any damage to applicant caused by its agent or arising from this agency authorization.

Note: Agents must provide a notarized authorization from ALL current property owners.

Signature of Property Owner: [signature]

Printed Name of Property Owner: Patricia Rodriguez

STATE OF Florida COUNTY OF Monroe

Sworn to and subscribed before me this 28 day of December, 2018.

by Patricia Rodriguez, who is personally known to me OR produced
(Print Name of Person Making Statement)

Driver License as identification.
(Type of ID Produced)

[signature]
Signature of Notary Public

Stephanie Valido
Print, Type or Stamp Commissioned Name of Notary Public

My commission expires: May 18, 2019

NOTARY PUBLIC
STEPHANIE VALIDO
Notary Public, State of Florida
Commission# FF 232031
My comm. expires May 18, 2019

AGENT AUTHORIZATION FORM

Date of Authorization: 07 / 29 / 2019
Month Day Year

I hereby authorize SMITH HAWKS, PL be listed as authorized agent
(Print Name of Agent)

representing LONGSTOCK, II, LLC, SIMV HOTEL 1, LLC , and STOCK ISLAND MARINA VILLAGE, A CONDOMINUM for the application submission
(Print Name of Property Owner(s) the Applicant(s))

of ANY/AND ALL LAND USE APPLICATIONS
(List the Name and Type of applications for the authorization)

for the Property described as: (if in metes and bounds, attach legal description on separate sheet)

SEE ATTACHED

Lot Block Subdivision Key (Island)

SEE ATTACHED

Real Estate (RE) Number Alternate Key Number

SEE ATTACHED

Street Address (Street, City, State & Zip Code) Approximate Mile Marker

Authorized Agent Contact Information:

138 Simonton Street, Key West, FL 33040

Mailing Address (Street, City, State and Zip Code)

(305)296-7227 BART@SMITHHAWKS.COM

Work Phone Home Phone Cell Phone Email Address

This authorization becomes effective on the date this affidavit is notarized and shall remain in effect until terminated by the undersigned. This authorization acts as a durable power of attorney only for the purposes stated. The undersigned understands the risks and liabilities involved in the granting of this agency and accepts full responsibility for any and all of the actions of the agent named herein related to the processing of the services requested, application(s) and/or the acquisition of approvals/permits for the aforementioned applicant. The applicant(s) hereby indemnifies and holds harmless Monroe County, its officers, agents and employees for any damage to applicant caused by its agent or arising from this agency authorization.

Note: Agents must provide a notarized authorization from ALL current property owners.

Signature of Property Owner: _____

Printed Name of Property Owner: MATTHEW STRUNK, Authorized Signatory

STATE OF FLORIDA COUNTY OF MONROE

Sworn to and subscribed before me this 29th day of JULY, 20 19,

by MATTHEW STRUNK, who is personally known to me OR produced
(Print Name of Person Making Statement)

_____ as identification.
(Type of ID Produced)

BRANDI GREEN
MY COMMISSION # FF 985988
EXPIRES: June 29, 2020
Bonded Thru Notary Public Underwriters

_____ BRANDI GREEN
Signature of Notary Public Print, Type or Stamp Commissioned Name of Notary Public

My commission expires: 06/ 29/2020

	RE No.:	Owner:	Address:
1.	00123761-000100	LONGSTOCK II LLC	6805 SHRIMP RD
2.	00123761-000200	LONGSTOCK II LLC	6803 SHRIMP RD
3.	00123761-000300	LONGSTOCK II LLC	6991 SHRIMP RD
4.	00123761-000500	LONGSTOCK II LLC	7009 SHRIMP RD
5.	00123761-000600	LONGSTOCK II LLC	7007 SHRIMP RD
6.	00123761-000700	LONGSTOCK II LLC	7011 SHRIMP RD
7.	00123761-000800	LONGSTOCK II LLC	7025 SHRIMP RD
8.	00123761-000900	LONGSTOCK II LLC	7075 SHRIMP RD
9.	00123761-001000	LONGSTOCK II LLC	7005 SHRIMP RD
10.	00123762-000000	LONGSTOCK II LLC	BAY BTM OF SHRIMP RD

qPublic.net™ Monroe County, FL

Disclaimer

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

By continuing into this site you assert that you have read and agree to the above statement.

Summary

Parcel ID	00123570-000000
Account#	1157686
Property ID	1157686
Millage Group	110A
Location Address	VACANT LAND, STOCK ISLAND
Legal Description	35 67 25 BAY BOTTOM AND FILLED LAND SOUTH OF AND ADJ BLKS 55 AND 56 (A/K/A PARCELS B AND D) STOCK ISLAND OR395-900/06 OR395-907/08 OR397-954/55 OR338-379/82 OR902-283/96 OR902-877/90 OR1015-99/115 OR1068-52/62 OR1068-65/75 OR1191-2293/15 OR1900-538/39 (Note: Not to be used on legal documents.)
Neighborhood	10060
Property Class	AIRPORT, MARINAS, BUS TERM (2000)
Subdivision	
Sec/Twp/Rng	35/67/25
Affordable Housing	No

Owner

BAMA ONE LLC
6810 Front St
Key West FL 33040

Valuation

		2019	2018	2017	2016
+	Market Improvement Value	$40,043	$0	$0	$0
+	Market Misc Value	$309,939	$0	$0	$0
+	Market Land Value	$1,019,446	$512,182	$512,182	$512,182
=	**Just Market Value**	**$1,369,428**	**$512,182**	**$512,182**	**$512,182**
=	**Total Assessed Value**	**$563,400**	**$512,182**	**$512,182**	**$512,182**
-	School Exempt Value	$0	$0	$0	$0
=	**School Taxable Value**	**$1,369,428**	**$512,182**	**$512,182**	**$512,182**

Land

Land Use	Number of Units	Unit Type	Frontage	Depth
(2000)	21,780.00	Square Foot	0	0
ENVIRONMENTALLY SENS (000X)	1.42	Acreage	0	0

Commercial Buildings

Style	SERVICE SHOPS-D- / 25D
Gross Sq Ft	210
Finished Sq Ft	210
Perimiter	0
Stories	1
Interior Walls	
Exterior Walls	AVE WOOD SIDING
Quality	250 ()
Roof Type	
Roof Material	
Exterior Wall1	AVE WOOD SIDING
Exterior Wall2	
Foundation	
Interior Finish	
Ground Floor Area	
Floor Cover	
Full Bathrooms	0
Half Bathrooms	0
Heating Type	
Year Built	1977
Year Remodeled	0
Effective Year Built	1994
Condition	AVERAGE

Code	Description	Sketch Area	Finished Area	Perimeter
FLA	FLOOR LIV AREA	210	210	0
TOTAL		**210**	**210**	**0**

Style	SERVICE SHOPS-D- / 25D
Gross Sq Ft	870
Finished Sq Ft	720
Perimiter	0
Stories	1
Interior Walls	
Exterior Walls	AVE WOOD SIDING
Quality	250 ()
Roof Type	
Roof Material	
Exterior Wall1	AVE WOOD SIDING
Exterior Wall2	
Foundation	
Interior Finish	
Ground Floor Area	
Floor Cover	
Full Bathrooms	0
Half Bathrooms	0
Heating Type	
Year Built	2003
Year Remodeled	0
Effective Year Built	1994
Condition	AVERAGE

Code	Description	Sketch Area	Finished Area	Perimeter
CAN	CANOPY	150	0	0
FLA	FLOOR LIV AREA	720	720	0
TOTAL		**870**	**720**	**0**

Yard Items

Description	Year Built	Roll Year	Quantity	Units	Grade
SEAWALL	1975	1976	1	5752 SF	4
WOOD DOCKS	2003	2004	1	1200 SF	1
WOOD DOCKS	2003	2004	1	132 SF	1
WOOD DOCKS	2003	2004	1	2168 SF	1
WOOD DOCKS	2003	2004	1	330 SF	1

Sales

Sale Date	Sale Price	Instrument	Instrument Number	Deed Book	Deed Page	Sale Qualification	Vacant or Improved
6/17/2003	$1,500,000	Warranty Deed		1900	0538	M - Unqualified	Improved
11/1/1991	$1	Warranty Deed		1191	2293	M - Unqualified	Improved

Permits

Number	Date Completed	Amount	Permit Type	Notes
03-2772	6/7/2005	$20,000		COMMERICAL MISCELLANOUS
03/2942	6/7/2005	$500		DEMO

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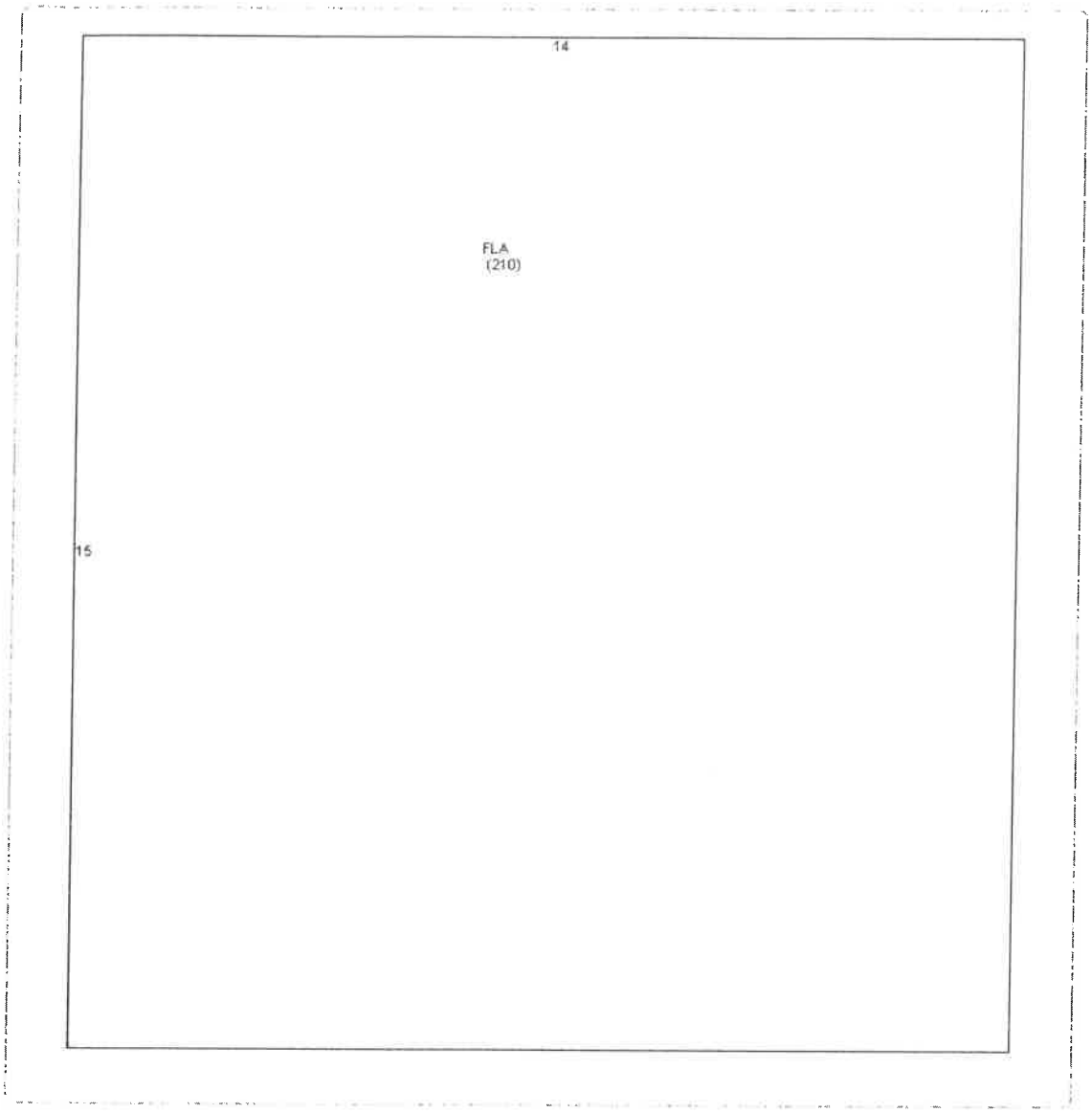
Sketches (click to enlarge)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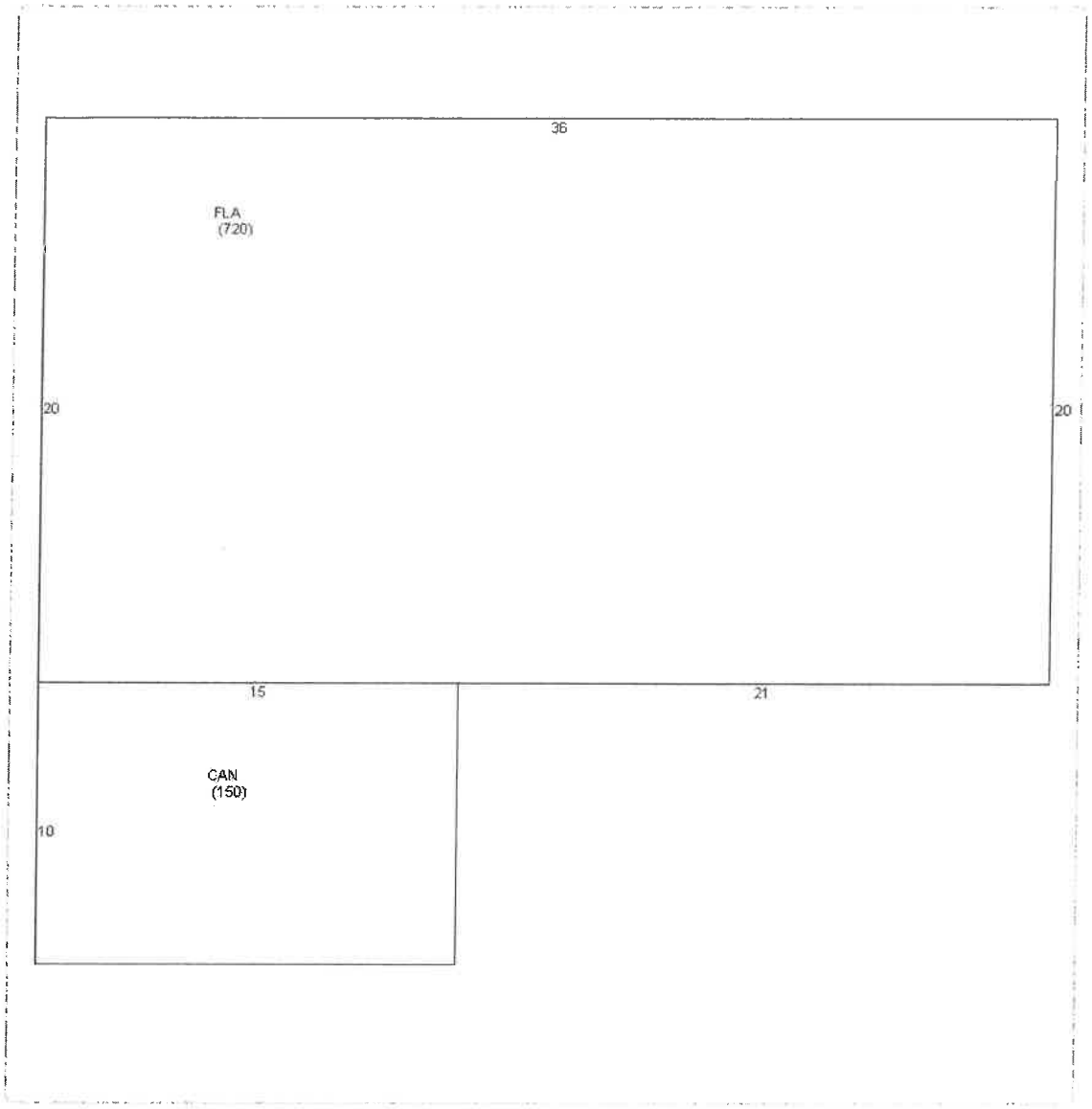
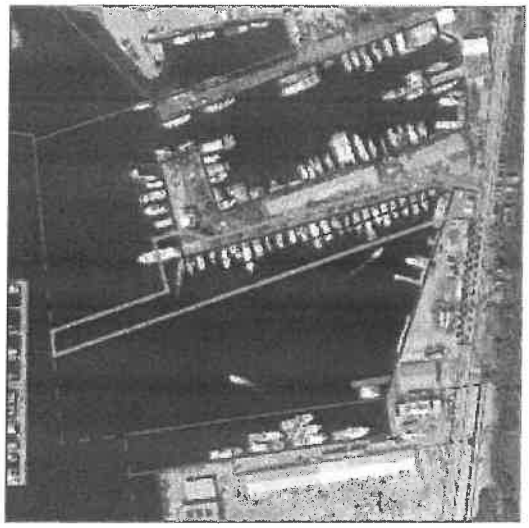


Map



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Summary

Parcel ID	00127280-000200
Account#	8592884
Property ID	8592884
Millage Group	110A
Location Address	VACANT LOT FRONT St, STOCK ISLAND
Legal Description	STOCK ISLAND MALONEY SUB PB1-55 PT SQR 55 OR836-451 OR1446-359/60Q/C OR1505-368/69C OR1505- 370/AFF OR1505-371/73 OR1737-1989/90 OR2037-2454/2456 OR2323-2391/92C-Q/C (Note: Not to be used on legal documents.)
Neighborhood	10061
Property Class	UTILITY (9100)
Subdivision	
Sec/Twp/Rng	35/67/25
Affordable Housing	No

Owner

COLLEY BYRON J
8317 FRONT BEACH RD STE 23
PANAMA CITY BEACH FL 32407

DAVIS TONITA A H/W
8317 FRONT BEACH RD STE 23
PANAMA CITY BEACH FL 32407

Valuation

		2019	2018	2017	2016
+	Market Improvement Value	$6,214	$6,214	$6,214	$6,214
+	Market Misc Value	$8,224	$8,224	$8,224	$8,224
+	Market Land Value	$384,757	$384,757	$384,757	$384,757
=	**Just Market Value**	**$399,195**	**$399,195**	**$399,195**	**$399,195**
=	**Total Assessed Value**	**$354,713**	**$322,467**	**$293,152**	**$266,502**
-	School Exempt Value	$0	$0	$0	$0
=	**School Taxable Value**	**$399,195**	**$399,195**	**$399,195**	**$399,195**

Land

Land Use	Number of Units	Unit Type	Frontage	Depth
(9100)	17,500.00	Square Foot	140	125

Yard Items

Description	Year Built	Roll Year	Quantity	Units	Grade
CH LINK FENCE	1989	1990	1	2400 SF	1
STEPS	2005	2006	1	1 UT	2
CONC PATIO	2005	2006	1	64 SF	2
CH LINK FENCE	2005	2006	1	960 SF	1
WOOD DECK	2008	2009	1	150 SF	4

Sales

Sale Date	Sale Price	Instrument	Instrument Number	Deed Book	Deed Page	Sale Qualification	Vacant or Improved
8/11/2004	$375,000	Warranty Deed		2037	2454	Q - Qualified	Vacant
11/1/2001	$220,000	Warranty Deed		1737	1989	Q - Qualified	Improved
3/1/1998	$125,000	Warranty Deed		1505	0371	Q - Qualified	Vacant
6/1/1981	$18,500	Warranty Deed		836	451	Q - Qualified	Vacant

Permits

Number	Date Completed	Amount	Permit Type	Notes
17102760	8/2/2019	$0	Commercial	TO MODIFY EXISTING EQUIPMENT ON EXISTING TELECOMMUNICATION TOWER.
17100462		$27,500	Commercial	FOR REPLACING ANTENNAS AND RELATED EQUIPMENT ON EXISTING WIRELESS TOWER,
11102618	10/26/2012	$18,000	Commercial	cellular upgrade
08101101	6/26/2008	$75,000	Commercial	NEW ANTENNAS,ELEVATED PLATFORM,GENERATOR,PROPANE TANK
04-0631	12/9/2004	$91,000	Commercial	FENCE - TOWERS/ANTENNAS

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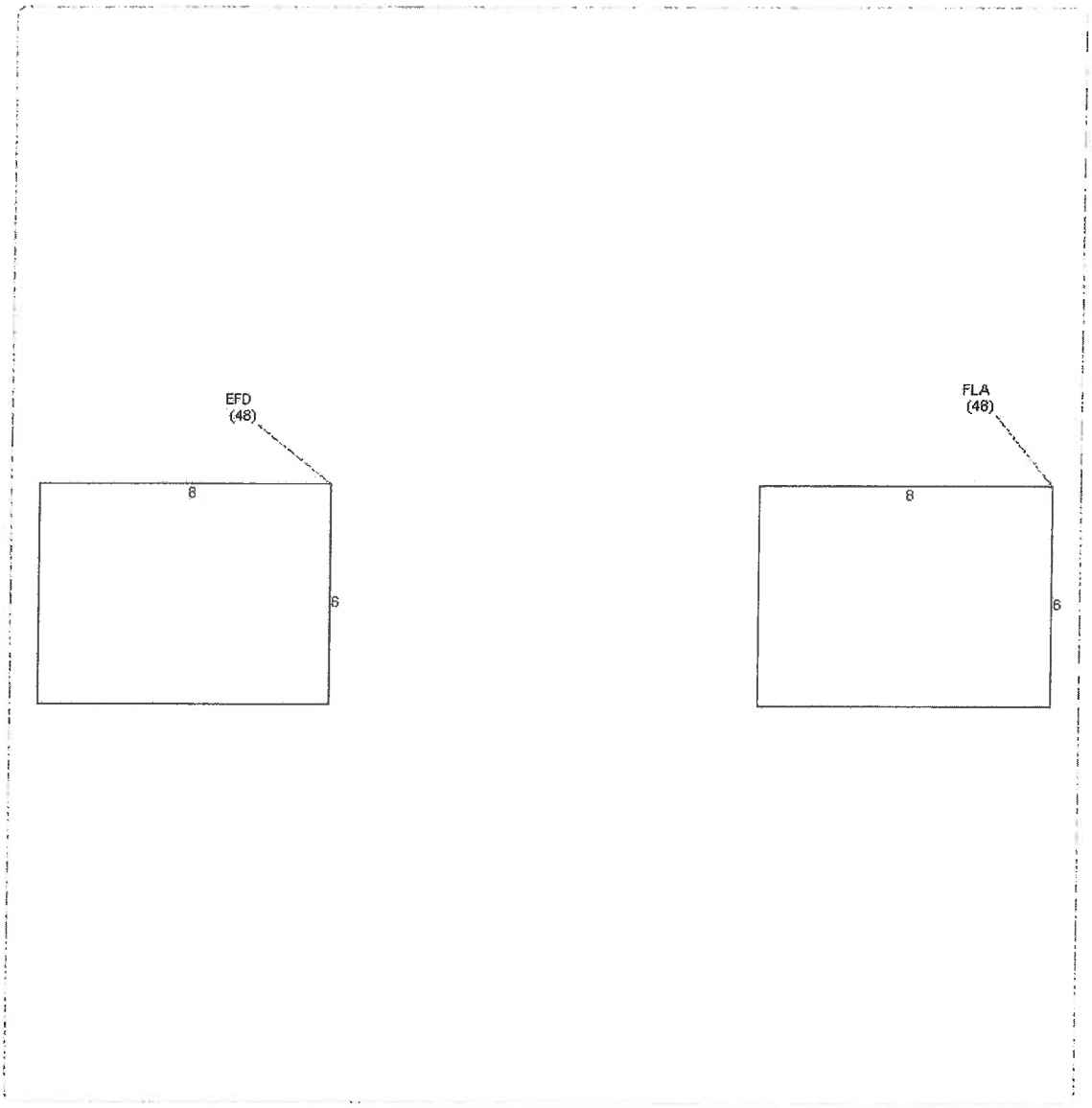
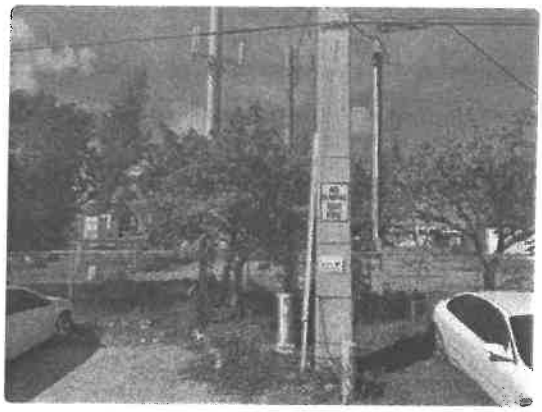
View Taxes for this Parcel

Sketches (click to enlarge)



Photos



Map

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Summary

Parcel ID	00123730-000200
Account#	9091548
Property ID	9091548
Millage Group	110A
Location Address	VACANT LAND, STOCK ISLAND
Legal Description	35 67 25 PARCEL OF LAND AND SUBMERGED LAND (10X191 STRIP) NORTH OF AND ADJ TO BLK 57 STOCK ISLAND OR286-270/273 OR315-531/532 OR866-2460/2464E OR866-2474/2477E OR866-2451/2455E OR2697-1929/30 (Note: Not to be used on legal documents.)
Neighborhood	10060
Property Class	COMMERCIAL (1000)
Subdivision	
Sec/Twp/Rng	35/67/25
Affordable Housing	No

Owner

CONSTELLATION YACHTS INC
6811 Shrimp Rd
Key West FL 33040

Valuation

		2019	2018	2017	2016
+	Market Improvement Value	$0	$0	$0	$0
+	Market Misc Value	$0	$0	$0	$0
+	Market Land Value	$50,787	$46,978	$46,978	$46,899
=	**Just Market Value**	**$50,787**	**$46,978**	**$46,978**	**$46,899**
=	**Total Assessed Value**	**$50,787**	**$46,978**	**$46,978**	**$46,899**
-	School Exempt Value	$0	$0	$0	$0
=	**School Taxable Value**	**$50,787**	**$46,978**	**$46,978**	**$46,899**

Land

Land Use	Number of Units	Unit Type	Frontage	Depth
COMMERCIAL DRY (100D)	1,881.00	Square Foot	0	0

Sales

Sale Date	Sale Price	Instrument	Instrument Number	Deed Book	Deed Page	Sale Qualification	Vacant or Improved
7/30/2014	$100	Quit Claim Deed		2697	1929	11 - Unqualified	Vacant

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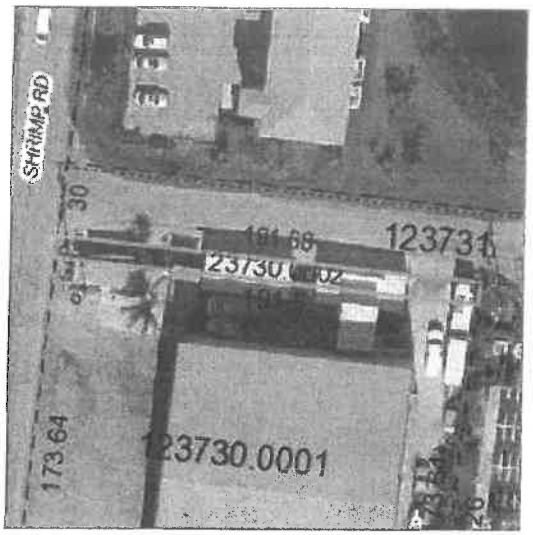
View Taxes for this Parcel

Map



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Summary

Parcel ID	00123660-000000
Account#	1157775
Property ID	1157775
Millage Group	110A
Location Address	7281 SHRIMP Rd, STOCK ISLAND
Legal Description	35 67 25 BAY BOTTOM AND FILLED BAY BOTTOM SELY SQRS 55 - 56 STOCK ISLAND PB1-55 OR69-58(II DEED 20793) OR359-89/93E OR546-588 OR768-322 OR777-934E OR903-2021/28 OR918-1275/78C OR1124-1395/1400F/J OR1161-628/31 (Note: Not to be used on legal documents.)
Neighborhood	10060
Property Class	WAREHOUSE (4800)
Subdivision	
Sec/Twp/Rng	35/67/25
Affordable Housing	No

Owner

ROBBIES SAFE HARBOR MARINE ENT INC
7281 Shrimp Rd
Key West FL 33040

Valuation

		2019	2018	2017	2016
+	Market Improvement Value	$429,153	$429,153	$409,027	$429,153
+	Market Misc Value	$588,845	$588,845	$730,526	$588,845
+	Market Land Value	$1,000,508	$1,000,508	$878,953	$872,070
=	**Just Market Value**	**$2,018,506**	**$2,018,506**	**$2,018,506**	**$1,890,068**
=	**Total Assessed Value**	**$2,018,506**	**$2,018,506**	**$2,018,506**	**$1,890,068**
-	School Exempt Value	$0	$0	$0	$0
=	**School Taxable Value**	**$2,018,506**	**$2,018,506**	**$2,018,506**	**$1,890,068**

Land

Land Use	Number of Units	Unit Type	Frontage	Depth
(4800)	474,804.00	Square Foot	0	0
ENVIRONMENTALLY SENS (000X)	12.58	Acreage	0	0

Commercial Buildings

Style	SERVICE SHOPS-D- / 25D
Gross Sq Ft	800
Finished Sq Ft	800
Perimiter	0
Stories	1
Interior Walls	
Exterior Walls	METAL SIDING
Quality	200 ()
Roof Type	
Roof Material	
Exterior Wall1	METAL SIDING
Exterior Wall2	
Foundation	
Interior Finish	
Ground Floor Area	
Floor Cover	
Full Bathrooms	0
Half Bathrooms	0
Heating Type	
Year Built	1980
Year Remodeled	

Effective Year Built 1980
Condition

Code	Description	Sketch Area	Finished Area	Perimeter
FLA	FLOOR LIV AREA	800	800	0
TOTAL		**800**	**800**	**0**

Style WAREHOUSE/MARINA C / 48C
Gross Sq Ft 1,250
Finished Sq Ft 1,250
Perimiter 0
Stories 2
Interior Walls
Exterior Walls MIN WOOD SIDING
Quality 200 ()
Roof Type
Roof Material
Exterior Wall1 MIN WOOD SIDING
Exterior Wall2
Foundation
Interior Finish
Ground Floor Area
Floor Cover
Full Bathrooms 0
Half Bathrooms 0
Heating Type
Year Built 1980
Year Remodeled
Effective Year Built 1978
Condition

Code	Description	Sketch Area	Finished Area	Perimeter
FLA	FLOOR LIV AREA	1,250	1,250	0
TOTAL		**1,250**	**1,250**	**0**

Style WAREHOUSE/MARINA C / 48C
Gross Sq Ft 9,000
Finished Sq Ft 9,000
Perimiter 0
Stories 1
Interior Walls
Exterior Walls METAL SIDING
Quality 200 ()
Roof Type
Roof Material
Exterior Wall1 METAL SIDING
Exterior Wall2
Foundation
Interior Finish
Ground Floor Area
Floor Cover
Full Bathrooms 0
Half Bathrooms 0
Heating Type
Year Built 1979
Year Remodeled
Effective Year Built 1979
Condition

Code	Description	Sketch Area	Finished Area	Perimeter
FLA	FLOOR LIV AREA	9,000	9,000	0
TOTAL		**9,000**	**9,000**	**0**

Style WAREHOUSE/MARINA C / 48C
Gross Sq Ft 9,000
Finished Sq Ft 9,000
Perimiter 0
Stories 1
Interior Walls
Exterior Walls METAL SIDING
Quality 200 ()
Roof Type
Roof Material
Exterior Wall1 METAL SIDING
Exterior Wall2
Foundation
Interior Finish
Ground Floor Area
Floor Cover
Full Bathrooms 0
Half Bathrooms 0
Heating Type

Year Built	1979
Year Remodeled	
Effective Year Built	1979
Condition	

Code	Description	Sketch Area	Finished Area	Perimeter
FLA	FLOOR LIV AREA	9,000	9,000	0
TOTAL		9,000	9,000	0

Style	WAREHOUSE/MARINA C / 48C
Gross Sq Ft	2,400
Finished Sq Ft	2,400
Perimiter	0
Stories	1
Interior Walls	
Exterior Walls	METAL SIDING
Quality	200 ()
Roof Type	
Roof Material	
Exterior Wall1	METAL SIDING
Exterior Wall2	
Foundation	
Interior Finish	
Ground Floor Area	
Floor Cover	
Full Bathrooms	0
Half Bathrooms	0
Heating Type	
Year Built	1975
Year Remodeled	
Effective Year Built	1975
Condition	

Code	Description	Sketch Area	Finished Area	Perimeter
FLA	FLOOR LIV AREA	2,400	2,400	0
TOTAL		2,400	2,400	0

Style	WAREHOUSE/MARINA C / 48C
Gross Sq Ft	576
Finished Sq Ft	576
Perimiter	0
Stories	1
Interior Walls	
Exterior Walls	METAL SIDING
Quality	250 ()
Roof Type	
Roof Material	
Exterior Wall1	METAL SIDING
Exterior Wall2	
Foundation	
Interior Finish	
Ground Floor Area	
Floor Cover	
Full Bathrooms	0
Half Bathrooms	0
Heating Type	
Year Built	1975
Year Remodeled	
Effective Year Built	1975
Condition	

Code	Description	Sketch Area	Finished Area	Perimeter
FLA	FLOOR LIV AREA	576	576	0
TOTAL		576	576	0

Style	S.F.R. - R1 / R1
Gross Sq Ft	720
Finished Sq Ft	720
Perimiter	0
Stories	1
Interior Walls	MASONRY/MIN
Exterior Walls	METAL/ALUM
Quality	350 ()
Roof Type	FLAT OR SHED
Roof Material	METAL
Exterior Wall1	METAL/ALUM
Exterior Wall2	
Foundation	CONC BLOCK
Interior Finish	MASONRY/MIN
Ground Floor Area	
Floor Cover	SFT/HD WD
Full Bathrooms	1

Half Bathrooms	0
Heating Type	NONE with 0% NONE
Year Built	1979
Year Remodeled	
Effective Year Built	1979
Condition	

Code	Description	Sketch Area	Finished Area	Perimeter
FLA	FLOOR LIV AREA	720	720	0
TOTAL		**720**	**720**	**0**

Style	S.F.R. - R1 / R1
Gross Sq Ft	708
Finished Sq Ft	708
Perimiter	0
Stories	1
Interior Walls	MASONRY/MIN
Exterior Walls	METAL/ALUM
Quality	350 ()
Roof Type	FLAT OR SHED
Roof Material	METAL
Exterior Wall1	METAL/ALUM
Exterior Wall2	
Foundation	CONC BLOCK
Interior Finish	MASONRY/MIN
Ground Floor Area	
Floor Cover	SFT/HD WD
Full Bathrooms	1
Half Bathrooms	0
Heating Type	NONE with 0% NONE
Year Built	1979
Year Remodeled	
Effective Year Built	1979
Condition	

Code	Description	Sketch Area	Finished Area	Perimeter
FLA	FLOOR LIV AREA	708	708	0
TOTAL		**708**	**708**	**0**

Yard Items

Description	Year Built	Roll Year	Quantity	Units	Grade
SEAWALL	1978	1979	1	10560 SF	4
CH LINK FENCE	1978	1979	1	1800 SF	1
CH LINK FENCE	1978	1979	1	2300 SF	1
BOAT RAMP	1978	1979	1	2500 SF	3
CONCRETE DOCK	1978	1979	1	3222 SF	4
ASPHALT PAVING	1979	1980	1	21000 SF	1
RW2	1979	1980	1	2400 SF	3
CONC PATIO	1984	1985	1	800 SF	2
RW2	1994	1995	1	420 SF	4
CONCRETE DOCK	1979	2003	1	1776 SF	4
SEAWALL	2002	2003	1	3400 SF	1
CONCRETE DOCK	1997	2003	1	360 SF	4
CONCRETE DOCK	2002	2003	1	376 SF	4
CONCRETE DOCK	1979	2003	1	432 SF	4

Sales

Sale Date	Sale Price	Instrument	Instrument Number	Deed Book	Deed Page	Sale Qualification	Vacant or Improved
2/1/1991	$801,000	Warranty Deed		1161	628	U - Unqualified	Improved
5/1/1978	$150,000	Conversion Code		777	934E	Q - Qualified	Vacant

Permits

Number	Date Completed	Amount	Permit Type	Notes
05102084	12/29/2006	$4,000	Commercial	CONCRETE SLAB
980926	12/12/1998	$12,000	Commercial	BLDG MISCELLANEOUS
5754-A	9/1/1980	$75,000	Commercial	TWO WAREHOUSES
7200-A	9/1/1980	$4,944	Commercial	FUEL STORAGE & DIKE
4918-A	10/1/1979	$35,000	Commercial	WAREHOUSE

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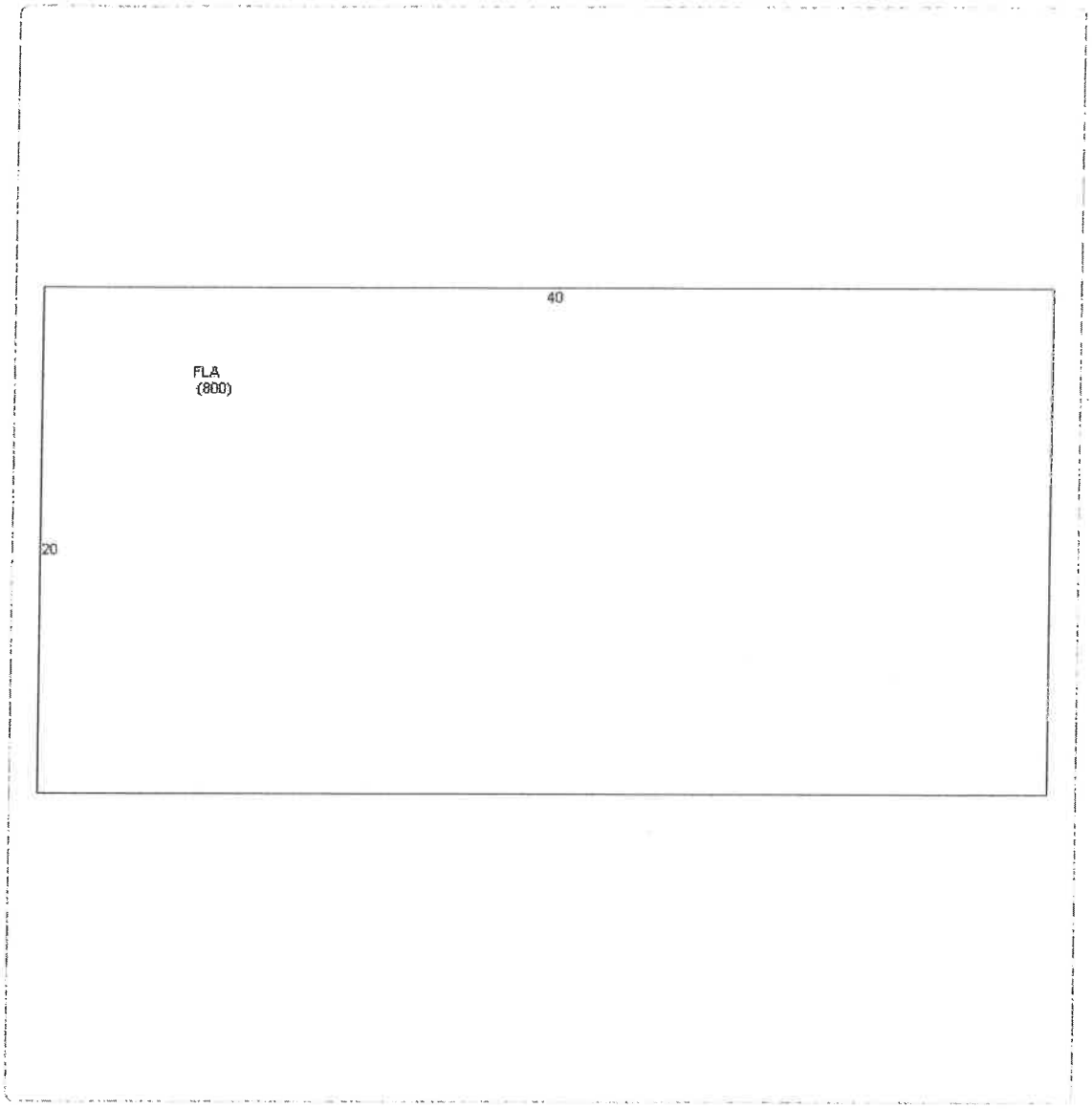
Sketches (click to enlarge)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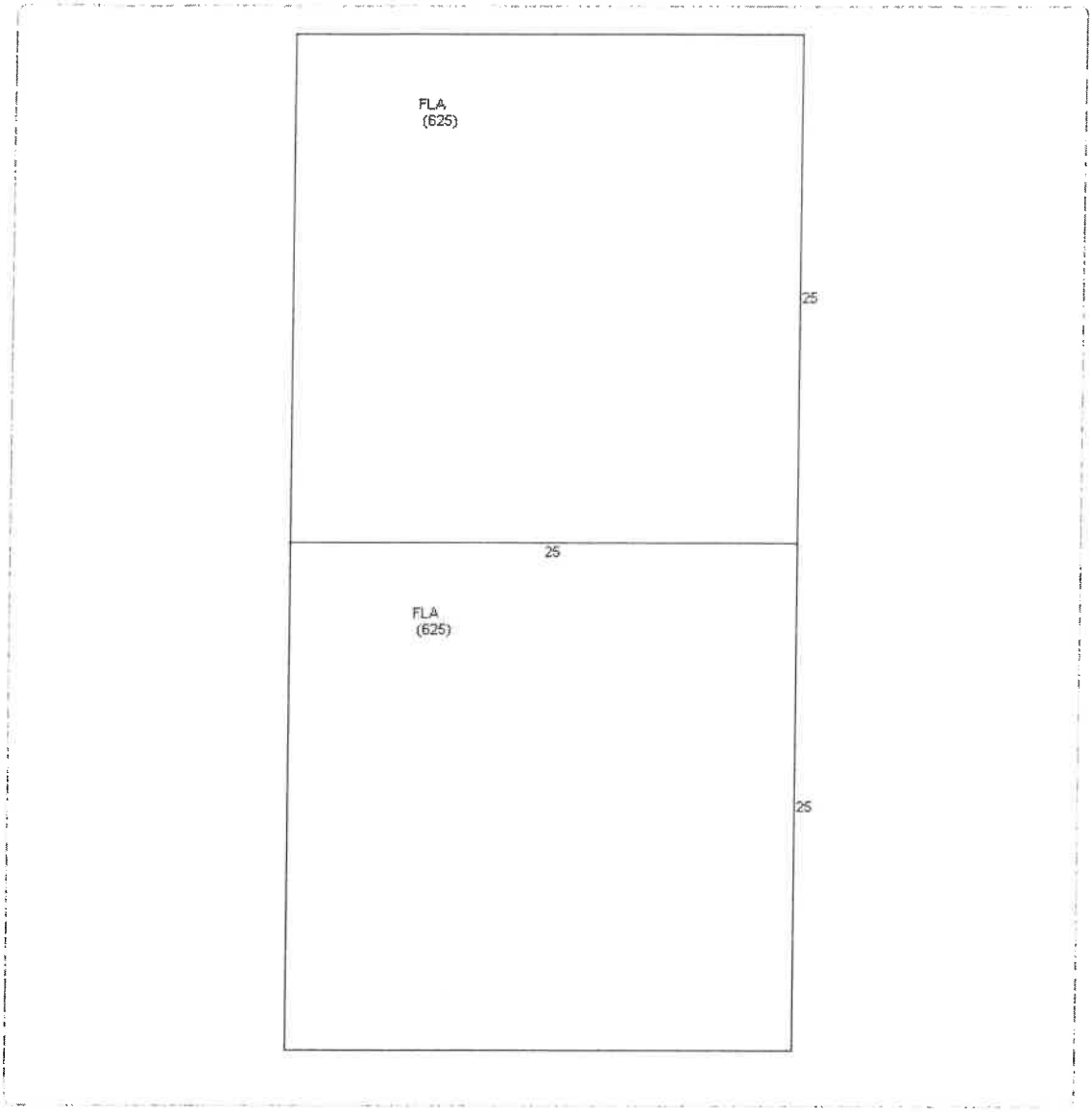
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(625)
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25
FLA
(625)
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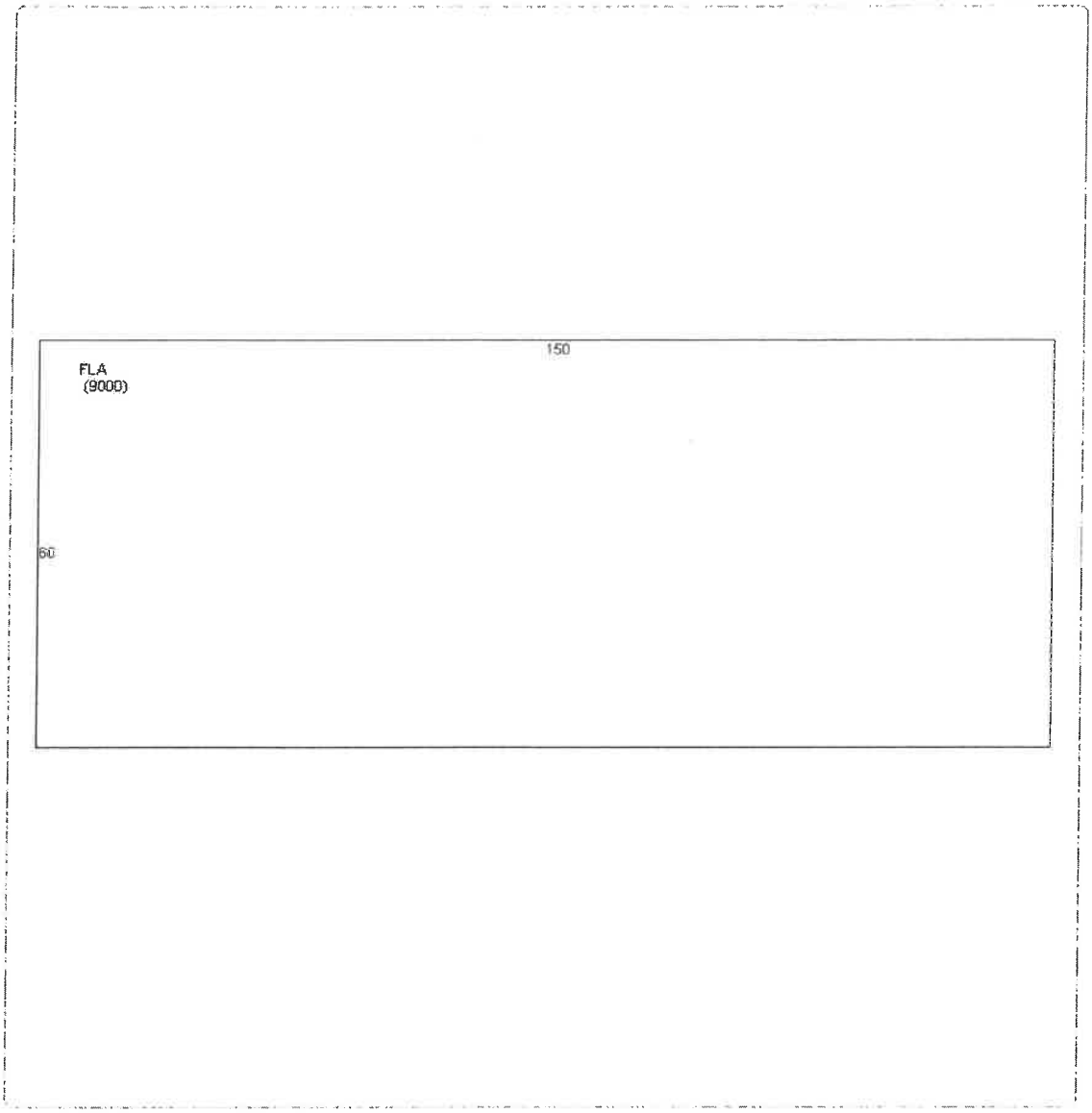
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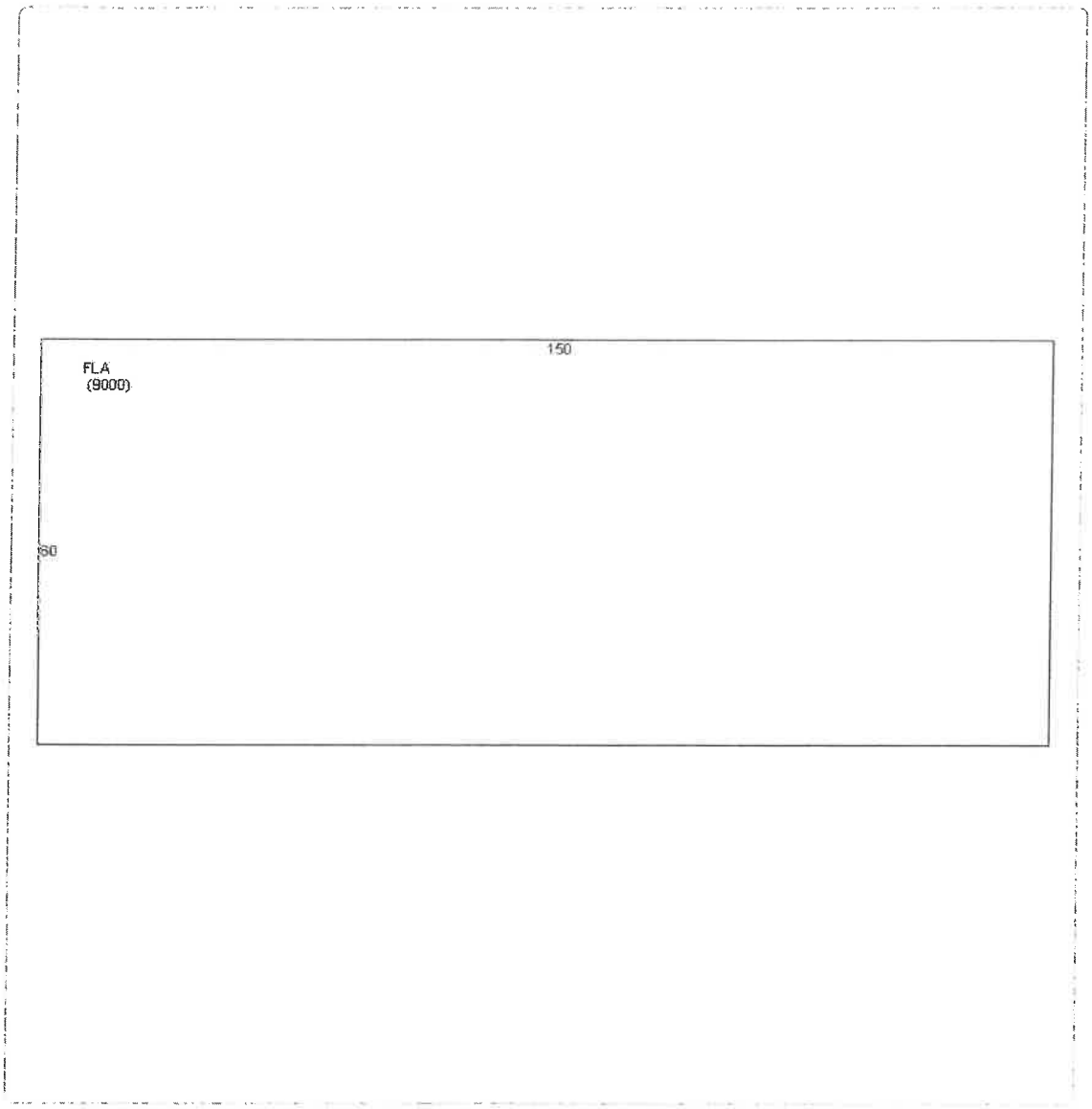
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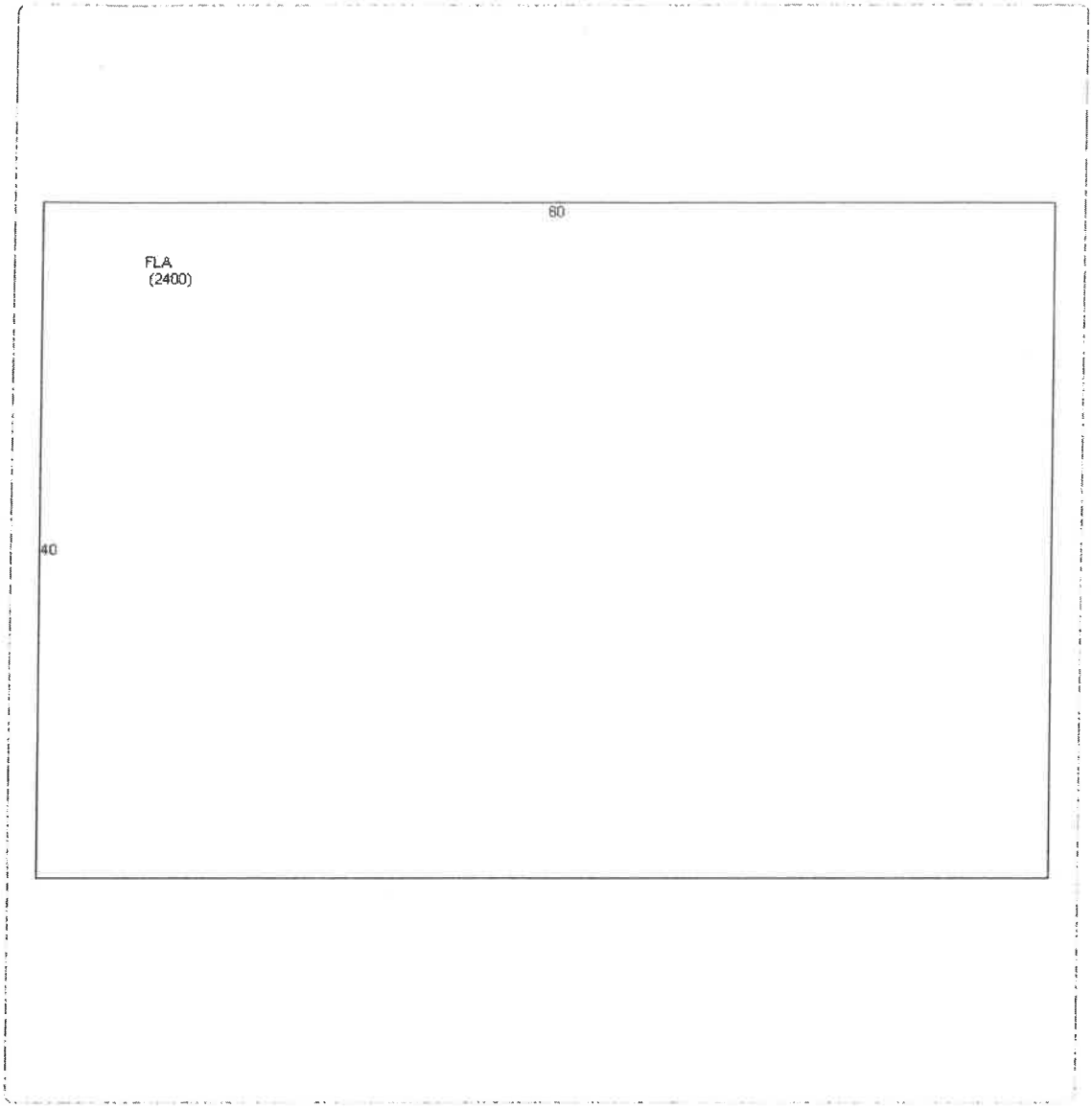
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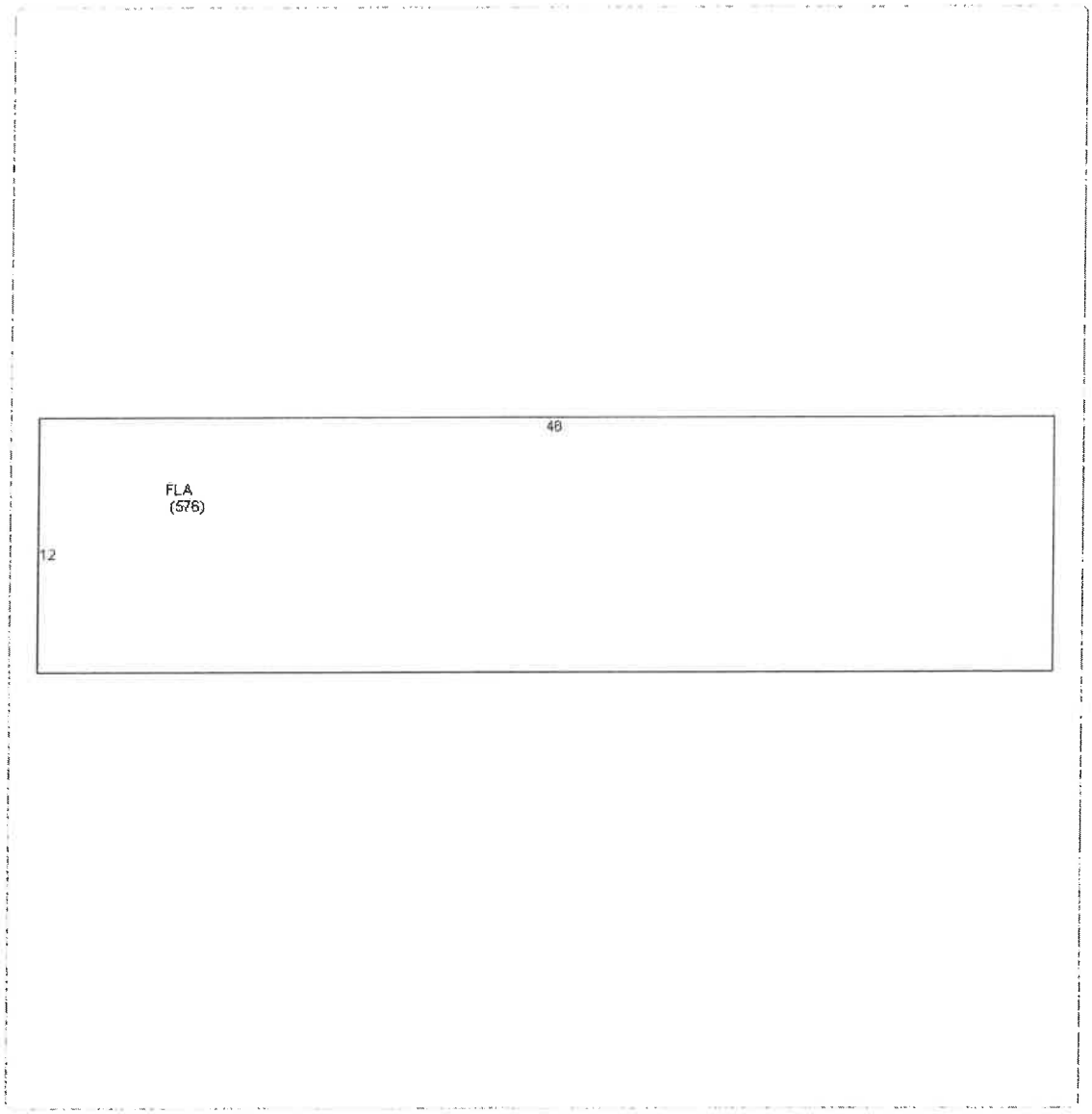
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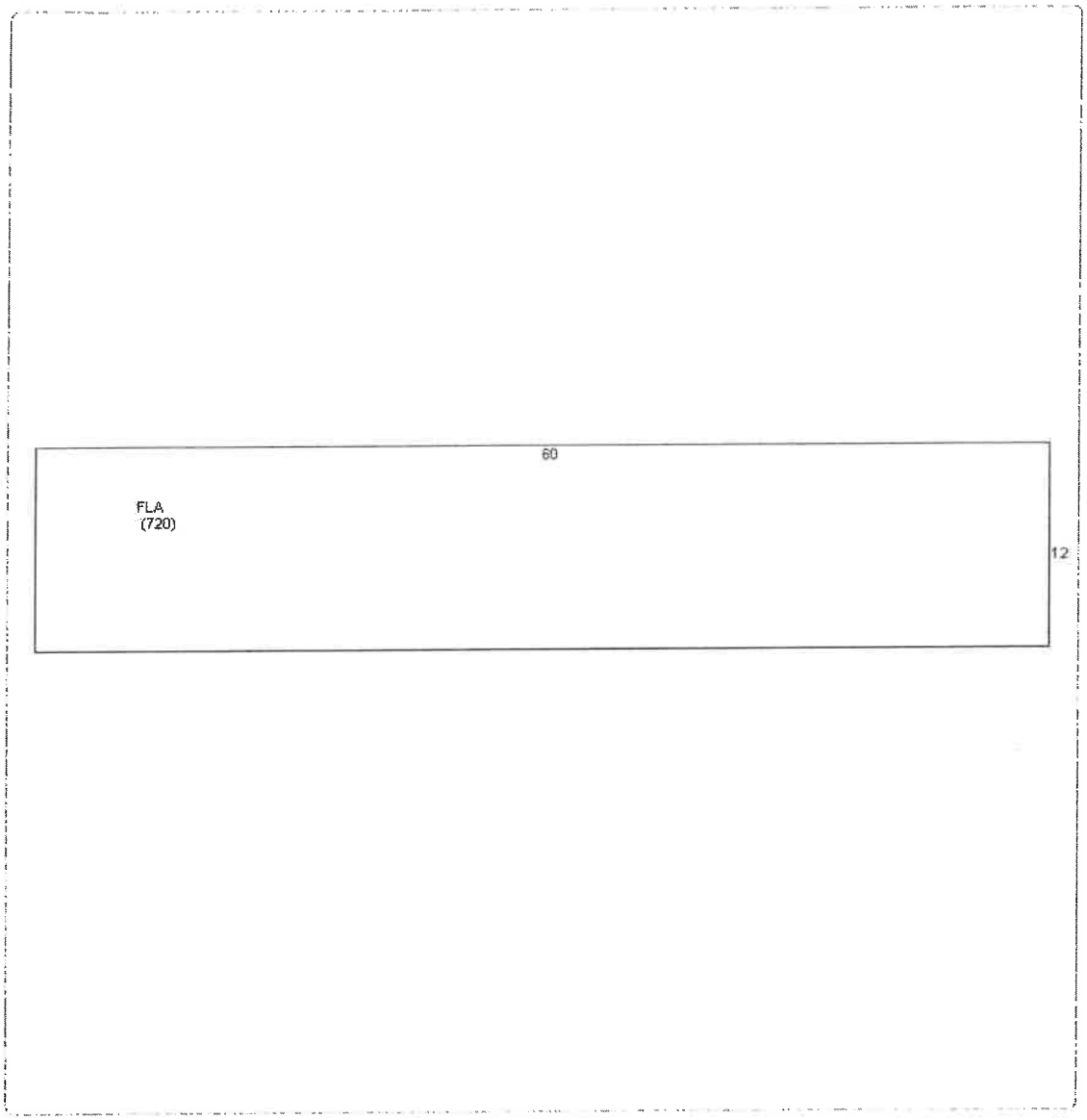
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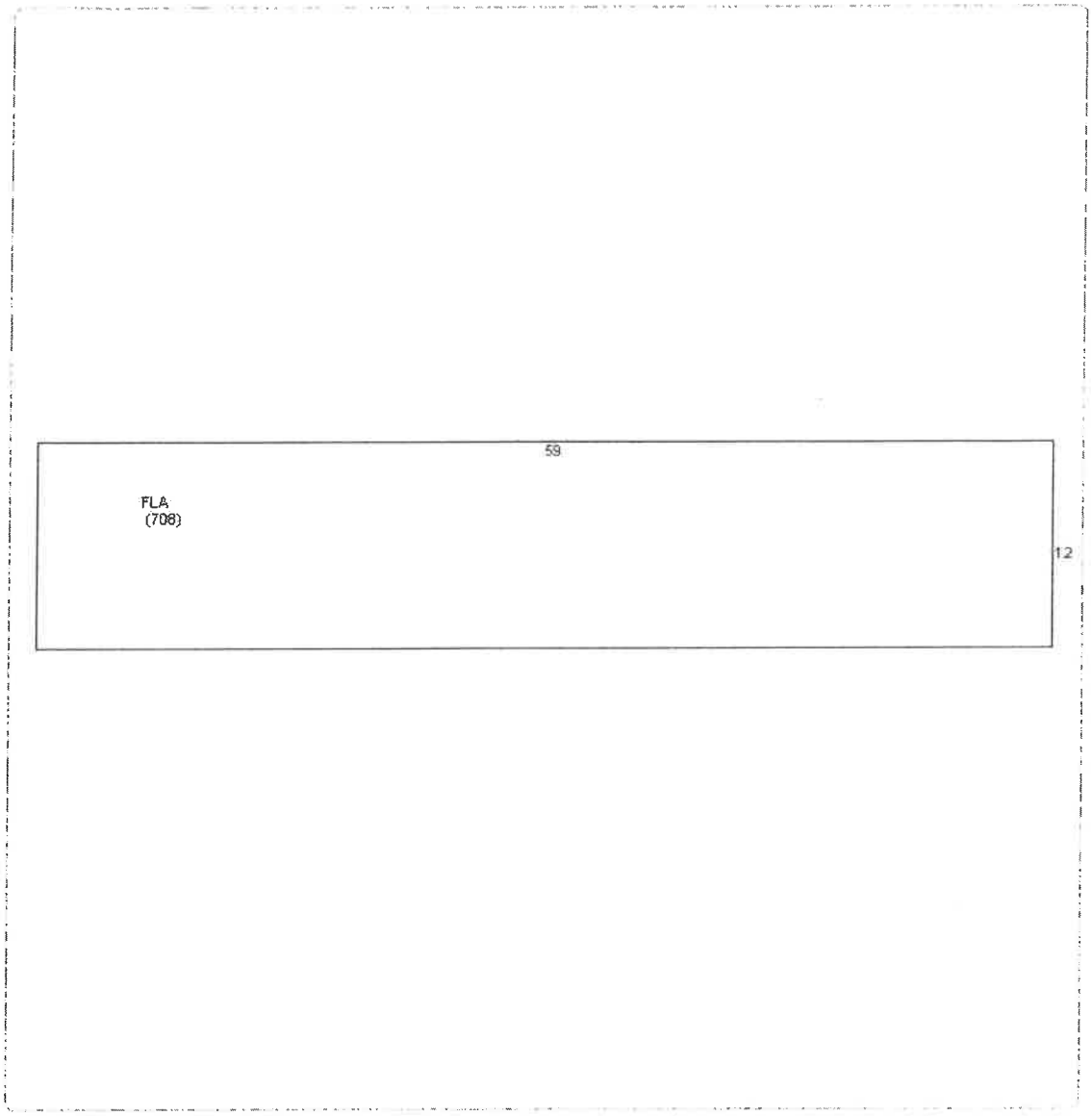
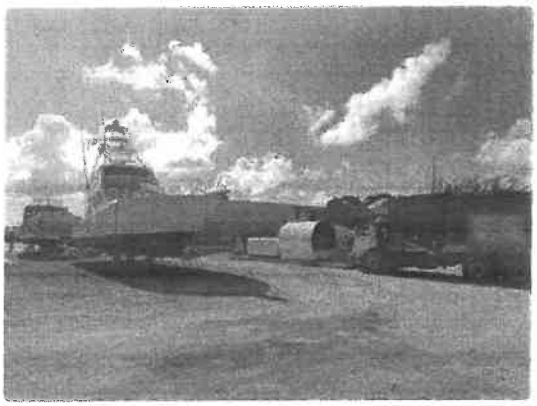
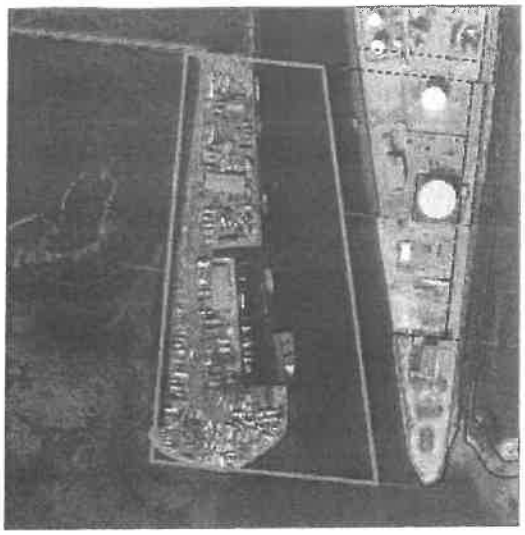
FLA
(720)
12



Photos



Map



TRIM Notice

Trim Notice

2019 Notices Only

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

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

Summary

Parcel ID	00123731-000000
Account#	9081090
Property ID	9081090
Millage Group	110A
Location Address	VACANT LAND, STOCK ISLAND
Legal Description	35 67 25 PARCEL SOUTH OF BLK 57 PB1-55 (ROAD EASEMENT) .39 AC G65-82 OR1-17 (Note: Not to be used on legal documents.)
Neighborhood	10061
Property Class	RIGHT OF WAY (9400)
Subdivision	
Sec/Twp/Rng	35/67/25
Affordable Housing	No

Owner

SAFE HARBOR ENTERPRISES INC
P O BOX 2455
KEY WEST FL 33040

Valuation

		2019	2018	2017	2016
+	Market Improvement Value	$0	$0	$0	$0
+	Market Misc Value	$0	$0	$0	$0
+	Market Land Value	$62	$62	$62	$62
=	**Just Market Value**	**$62**	**$62**	**$62**	**$62**
=	**Total Assessed Value**	**$62**	**$62**	**$62**	**$62**
-	School Exempt Value	$0	$0	$0	$0
=	**School Taxable Value**	**$62**	**$62**	**$62**	**$62**

Land

Land Use	Number of Units	Unit Type	Frontage	Depth
ENVIRONMENTALLY SENS (000X)	0.39	Acreage	0	0

View Tax Info

View Taxes for this Parcel

Map

TRIM Notice

Trim Notice

2019 Notices Only

No data available for the following modules: Buildings, Commercial Buildings, Mobile Home Buildings, Yard Items, Exemptions, Sales, Permits, Sketches (click to enlarge), Photos.

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

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Google Maps

Bama One, LLC [00123570-000000]

Image capture: Apr 2011 © 2019 Google

Stock Island, Florida

Google

Street View - Apr 2011

Google Maps

Benjamin Bernstein Trust [00127290-000000]

Image capture: Mar 2019 © 2019 Google

Street View - Mar 2019

Google Maps

Benjamin Bernstein Trust [00127380-000000]

Image capture: Mar 2019 © 2019 Google

Street View - Mar 2019

Return to: Lorraine Lewis, P.A.
P.O. Box 783
Islamorada, FL 33036

(17.00)

4,40550

Prepared by:

George Lane

Office of Regional Counsel
GSA, Region IV, Atlanta, GA
4-J-FL-914

OFF REC 1161 PAGE 0628
675955
FILED FOR RECORD
'91 FEB 28 AM 9 56
DAN ... COLHAGE
CLK. CIR. CT.
MONROE COUNTY, FLA.

QUITCLAIM DEED

THIS INDENTURE, made this 21st day of February 1991, between the UNITED STATES OF AMERICA, acting by and through the Administrator of General Services, under and pursuant to the powers and authority contained in the provisions of the Federal Property and Administrative Services Act of 1949, approved June 30, 1949 (P.L. 81-152), as amended (40 U.S.C. 484), and regulations and orders promulgated thereunder, Grantor, and ROBBIE'S SAFE HARBOR MARINE ENTERPRISES, INC. of Stock Island, Key West, Florida, Grantee.

WITNESSETH:

That the Grantor, for and in consideration of the sum of EIGHT HUNDRED ONE THOUSAND AND NO/100 DOLLARS ($801,000.00), cash in hand paid and receipt of which is hereby acknowledged, has remised, released, and forever quitclaimed and by these presents does remise, release and forever quitclaim unto the Grantees its successors and assigns, all right, title, interest, claim and demand which the said Grantor has or may have had in and to that certain tract or parcel of land in Key West, Florida, consisting of approximately 23.48 acres of improved land and access thereto and being more particularly described as follows:

675955 OFF REC 1161 PAGE 0629

A parcel of filled and submerged land consisting of part of the area described in I.I. Deed 20793 and located southerly of Block 57 according to the plat of McDonald's Plat of Part of Stock Island dated 1910, recorded in Plat Book 1 at page 55 of Monroe County Official Records and is more particularly described as follows:

From the northwest corner of Block 57, according to said plat go easterly along the southerly line of Fifth Avenue a distance of 500 feet to a point; thence at right angles and southerly a distance of 2242.52 feet ~~at~~ to a point; thence at right angles and easterly a distance of 1066.72 feet to a point which point is the point of beginning; thence continue easterly along the prolongation of the previously described course a distance of 515.53 feet to a point; thence southeasterly making a deflection angle of 77 degrees 25 minutes with the prolongation of the previously described course a distance of 1536.92 feet to a point; thence westerly making a deflection angle of 102 degrees 35 minutes with the prolongation of the previously described course a distance of 848.36 feet to a point; thence northerly and at right angles a distance of 1500 feet back to the point of beginning. Containing 23.48 acres, more or less.

TOGETHER with all and singular the tenements, hereditaments, and appurtenances thereunto appertaining; and every right, title, or interest, legal or equitable, of the said Grantor of, in, and to the property herein conveyed, including all right, title, and interest which the Grantor may have in the banks, beds, and waters of any streams bordering the aforesaid lands and also all interest in any alleys, roads, streets, ways, strips, gores, or railroad rights-of-way abutting or adjoining said lands, and in any means of ingress or egress appurtenant thereto, including a perpetual, non-exclusive access easement, being the same easement fully described and granted to Safe Harbor Boat Repair, Inc., from Phillip C. Toppina, by instrument

675955 OFF REC 1161 PAGE 0630

dated March 1, 1979, and recorded at Book 782, Pages 1363-1365, in the Official Records of Monroe County, Florida, excepting any rights as herein specifically reserved or retained

SUBJECT, HOWEVER, to all existing easements, including but not limited to, rights-of-way for highways, pipelines, and public utilities, if any, whether of public record or not.

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 or claim whatsoever of the said Grantor, either in law or in equity.

The property hereby conveyed has heretofore been declared surplus to the needs of the UNITED STATES OF AMERICA, is presently under the jurisdiction of the General Services Administration, is available for disposal and its disposal has been heretofore authorized by the Administrator of General Services acting pursuant to the above referred to laws, regulations and orders.

IN WITNESS WHEREOF, the UNITED STATES OF AMERICA has caused these presents to be executed in its name and on its behalf the day and year first above written.

UNITED STATES OF AMERICA
Acting by and through
Administrator of General Services

WITNESSES:

Joseph R. Crenshaw

Dave Conner

By: Patricia E. Bailey
PATRICIA E. BAILEY
Contracting Officer
Office of Real Estate Sales
General Services Administration
Region IV, Atlanta, Georgia

675955 OFF REC 161 PAGE 0631

STATE OF GEORGIA)
)
COUNTY OF FULTON)

This day, before the undersigned, personally appeared PATRICIA E. BAILEY, to me well known and known to be the person described in and who executed the foregoing instrument of conveyance on behalf of the UNITED STATES OF AMERICA, and acknowledged that she, being thereunto duly authorized as Contracting Officer, Office of Real Estate Sales, General Services Administration, Region 4, Atlanta, Georgia, executed the same for the purposes therein mentioned as the free act and deed of the UNITED STATES OF AMERICA and General Services Administration.

IN WITNESS WHEREOF, I have hereunto affixed my official seal of office in Atlanta, Georgia, this the 21st day of February, 1991.

NANCY L. SELLERS NOTARY PUBLIC ROCKDALE COUNTY

Nancy L. Sellers
NANCY L. SELLERS
Notary Public
Notary Public, Rockdale County, Georgia
My Commission Expires March 2, 1992

DS Paid 4/10560 Date 2-28-91
MONROE COUNTY
DANNY L. KOLHAGE, CLERK CIR. CT.
By _____ D.C.

Former Safe Harbor Boat Repair, Inc.
End of Shrimp Road, Stock Island
Key West, Florida
(4-J-FL-914)

Recorded in Official Records Book
in Monroe County, Florida
Record Verified
DANNY L. KOLHAGE
Clerk Circuit Court

Doc# 2063312 02/10/2016 1:55PM
Filed & Recorded in Official Records of
MONROE COUNTY AMY HEAVILIN

Doc# 2063312
Bk# 2781 Pg# 1313

This instrument prepared by, or under the supervision of (and after recording, return to):

Bryan Hawks, Esq.
Smith | Oropeza | Hawks P.L.
138-142 Simonton Street
Key West, FL 33040

(Reserved for Clerk of Court)

DECLARATION
OF
STOCK ISLAND MARINA VILLAGE, A CONDOMINIUM

LONGSTOCK II, LLC, a Florida limited liability company, hereby declares:

1. **Introduction and Submission.**

1.1 The Land. The Developer (as hereinafter defined) owns the fee title to certain land located in Monroe County, Florida, as more particularly described in **Exhibit "1"** attached hereto (the "Land").

1.2 Submission Statement. The Developer hereby submits the Land and all improvements erected or to be erected thereon to the condominium form of ownership and use in the manner provided for in the Florida Condominium Act as it exists on the date hereof and as it may be hereafter renumbered. Without limiting any of the foregoing, no property, real, personal or mixed, not located within or upon the Land as aforesaid shall for any purposes be deemed part of the Condominium or be subject to the jurisdiction of the Association, the operation and effect of the Florida Condominium Act or any rules or regulations promulgated pursuant thereto, unless expressly provided.

1.3 Name. The name by which this condominium is to be identified is **STOCK ISLAND MARINA VILLAGE, A CONDOMINIUM** (hereinafter called the "Condominium").

2. **Definitions**. The following terms when used in this Declaration and in its exhibits, and as it and they may hereafter be amended, shall have the respective meanings ascribed to them in this Section, except where the context clearly indicates a different meaning:

2.1 "Act" means the Florida Condominium Act (Chapter 718 of the Florida Statutes) as it exists on the date hereof and as it may be hereafter renumbered.

2.2 "Articles" or "Articles of Incorporation" mean the Articles of Incorporation of the Association, as amended from time to time.

2.3 "Assessment" means a share of the funds required for the payment of Common Expenses which from time to time is assessed against each Unit Owner.

2.4 "Association" or "Condominium Association" means **STOCK ISLAND MARINA VILLAGE CONDOMINIUM ASSOCIATION, INC.**, a Florida corporation not for profit, the sole entity responsible for the operation of the Condominium.

2.5 "Association Property" means that property, real and personal, which is owned or leased by, or is dedicated by a recorded plat to, the Association for the use and benefit of its members.

2.6 "Board" or "Board of Directors" means the board of directors, from time to time, of the Association.

2.7 "By-Laws" mean the By-Laws of the Association, as amended from time to time.

2.8 "Charge" shall mean and refer to the imposition of any financial obligation by the Association which is not an Assessment as defined by Subsection 2.3 above. Accordingly, as to Charges, the Association will not have the enforcement remedies that the Act grants for the collection of Assessments.

2.9 "City" shall mean and refer to the City of Key West, located within Monroe County, Florida.

2.10 "Common Elements" mean and include:

(a) The real property located on the Land as more particularly shown and designated as "Common Elements" on **Exhibit "2"** attached hereto (which include the finger piers, entranceways, roadways, sea wall and the boardwalk falling within the boundaries of the Common Elements identified on **Exhibit "2"**).

(b) The portions of the Condominium Property which are not included within the Units and/or the Association Property.

(c) Easements through the "Common Elements" on **Exhibit "2"** attached hereto for conduits, ducts, plumbing, wiring and other facilities for the furnishing of utility and other services to Units, Common Elements and/or the Association Property.

(d) The property and installations required for the furnishing of utilities and other services to the boundary line of more than one Unit or to the Common Elements and/or to the Association Property.

(e) Any other parts of the Condominium Property designated as Common Elements in this Declaration serving the Condominium Property.

2.11 "Common Expenses" mean all expenses incurred by the Association for the operation, management, maintenance, insurance, repair, replacement or protection of the Common Elements and Association Property, the costs of carrying out the powers and duties of the Association, and any other expense, whether or not included in the foregoing, designated as a "Common Expense" by the Act, the Declaration, the Articles or the By-Laws. For all purposes of this Declaration, "Common Expenses" shall also include, without limitation, the following: (a) all reserves required by the Act or otherwise established by the Association, regardless of when reserve funds are expended; (b) costs relating to road, finger pier and boardwalk maintenance, landscaping and operation expenses, management and legal fees, administrative, professional and consulting fees

and expenses, and in-house and/or interactive communications and surveillance systems; (c) the real property taxes, Assessments and other maintenance expenses attributable to the Common Elements, any Units acquired by the Association or any Association Property; (d) the cost of complying with any government requirements; (e) the cost of communications services as defined in Chapter 202, Florida Statutes, information services, or Internet services obtained pursuant to a bulk contract, if any serving all Units, (f) costs relating to maintenance and operation expenses, management, administrative, professional and consulting fees and expenses, and in-house and/or interactive communications and surveillance systems and any costs required in order to have the Condominium Property comply with any governmental regulation; (g) the real property taxes, Assessments and other maintenance expenses attributable to the Association, Common Elements and Association Property; (h) any lease or maintenance agreement payments required under leases or maintenance agreements for mechanical or other equipment and/or supplies, including without limitation, leases for trash compacting and/or recycling equipment, if same is leased by the Association rather than being owned by it (provided that each Unit owner is responsible for its Unit's trash and recycling); (i) all expenses related to the installation, repair, maintenance, operation, alteration and/or replacement to provide utility facilities to provide sewer hook, up, unheated water and all electrical current up to the boundary line of each Unit; (j) any and all costs, expenses, obligations (financial or otherwise) and/or liabilities of the Association and/or running with the Land pursuant to any restriction, covenant, condition, limitation, agreement, reservation and easement now or hereafter recorded in the public records; (k) any unpaid share of Common Expenses or Assessments extinguished by foreclosure of a superior lien or by deed in lieu of foreclosure; (l) costs of fire, windstorm, flood, liability and all other types of insurance for the Common Elements and/or Association Property including, without limitation, and specifically, insurance for officers and directors of the Association and costs and contingent expenses incurred if the Association elects to participate in a self-insurance fund authorized and approved pursuant to Section 624.462, Florida Statutes; (m) costs of water and sewer, electricity, gas and other utilities which are not consumed solely by an individual Unit; (n) costs resulting from damage to the Common Elements or Association Property, which are necessary to satisfy any deductible and/or to effect necessary repairs which are in excess of insurance proceeds received as a result of such damage. Notwithstanding anything to the contrary contained in this Declaration, Common Expenses shall not include any separate obligations of individual Unit Owners, nor shall Common Expenses include any costs or expenses in connection with any Limited Common Element assigned to a Unit Owner, and to the extent that the Association incurs any cost or expense in connection with a Limited Common Element, then such cost or expense pertaining to such Limited Common Element shall be paid only by the Unit Owner of such Unit to which such Limited Common Element is assigned.

2.12 "Common Surplus" means the amount of all receipts or revenues, including Assessments, rents or profits, collected by the Association which exceeds Common Expenses.

2.13 "Condominium" shall have the meaning given to it in Subsection 1.3 above.

2.14 "Condominium Parcel" means a Unit together with the undivided share in the Common Elements which is appurtenant to said Unit.

2.15 "Condominium Property" means the Land, Improvements and other property or property rights described in Subsection 1.2 hereof.

2.16 "County" means the County of Monroe, State of Florida.

2.17 "Declaration" or "Declaration of Condominium" means this instrument and all exhibits attached hereto, as same may be amended from time to time.

2.18 "Developer" means **LONGSTOCK II, LLC, a Florida limited liability company**, its successors, nominees, affiliates and such of its assigns as to which the rights of Developer hereunder are specifically assigned. Developer may assign all or a portion of its rights hereunder, or all or a portion of such rights in connection with specific portions of the Condominium. In the event of any partial assignment, the assignee shall not be deemed the Developer, but may exercise such rights of Developer as are specifically assigned to it. Any such assignment may be made on a nonexclusive basis. Notwithstanding any assignment of the Developer's rights hereunder (whether partially or in full), the assignee shall not be deemed to have assumed any of the obligations of the Developer unless, and only to the extent that, it expressly agrees to do so in writing. The rights of Developer under this Declaration are independent of the Developer's rights to control the Board of Directors of the Association, and, accordingly, shall not be deemed waived, transferred or assigned to the Unit Owners, the Board or the Association upon the transfer of control of the Association. Developer shall provide written notice to all Unit Owners of any assignment of Developer's rights contemplated in this Section 2.18 provided that the assignment of Development Rights allocated to a Unit pursuant to Section 3.5 shall be evidenced by an assignment or transfer agreement to be recorded in the public records of the County.

2.19 "Dispute", for purposes of Subsection 18.1, means any disagreement between two or more parties that involves: (a) the authority of the Board, under any law or under this Declaration, the Articles or By-Laws to: (1) require any Owner to take any action, or not to take any action, involving that Owner's Unit or the appurtenances thereto; or (2) alter or add to a common area or Common Element; or (b) the failure of the Association, when required by law or this Declaration, the Articles or By-Laws to: (1) properly conduct elections; (2) give adequate notice of meetings or other actions; (3) properly conduct meetings; or (4) allow inspection of books and records. "Dispute" shall not include any disagreement that primarily involves title to any Unit or Common Element; the interpretation or enforcement of any warranty; the levy of a fee or Assessment or the collection of an Assessment levied against a party; the eviction or other removal of a tenant from a Unit; alleged breaches of fiduciary duty by one or more officers or members of the Board of Directors; or claims for damages to a Unit based upon the alleged failure of the Association to maintain the Common Elements or Condominium Property.

2.20 "Extraordinary Financial Event" shall mean Common Expenses resulting from a natural disaster or act of God which is not covered by insurance proceeds from the insurance maintained by the Association.

2.21 "First Mortgagee" shall have the meaning given to it in Subsection 13.6 below.

2.22 "Hotel Unit" means and refers to Unit 4, as identified on **Exhibit "2"** attached hereto. References to "Units" shall include the Hotel Unit.

2.23 "Improvements" mean all structures and artificial changes to the natural environment located or to be located on the Condominium Property.

2.24 "Institutional First Mortgagee" means a bank, savings and loan association, insurance company, mortgage company, real estate or mortgage investment trust, pension fund, an agency of the United States Government, mortgage banker, a government sponsored entity, any lender advancing funds to Developer secured by an interest in any portion of the Condominium Property or any other lender generally recognized as an institutional lender, or the Developer, holding a first mortgage on a Unit or Units. A "Majority of Institutional First Mortgagees" shall mean and refer to Institutional First Mortgagees of Units to which at least fifty-one percent (51%) of the voting interests of Units subject to mortgages held by Institutional First Mortgagees are appurtenant.

2.25 "Insured Property" shall have the meaning given to it in Subsection 14.2(a) below.

2.26 "Land" shall have the meaning given to it in Subsection 1.1 above.

2.27 "Limited Common Elements" mean those Common Elements the use of which is reserved to a certain Unit or Units to the exclusion of other Units, as specified in this Declaration. References herein to Common Elements also shall include all Limited Common Elements unless the context would prohibit or it is otherwise expressly provided.

2.28 "Material Amendment" shall have the meaning given to it in Subsection 6.2 below.

2.29 "Primary Institutional First Mortgagee" means the Institutional First Mortgagee which owns, at the relevant time, Unit mortgages securing a greater aggregate indebtedness than is owed to any other Institutional First Mortgagee.

2.30 "Unit" means a part of the Condominium Property which is subject to exclusive ownership and refers to each of the Units identified on **Exhibit "2"** attached hereto (and any Unit resulting from any proper subdivision of said Unit, or any Additional Property added as a Unit, as and to the extent permitted by this Declaration).

2.31 "Unit Owner" or "Owner of a Unit" or "Owner" means a record owner of legal title to a Condominium Parcel. Except where the context clearly provides otherwise, the term "member" is herein used interchangeably with the terms "Unit Owner", "Owner of a Unit", and "Owner".

3. **Description of Condominium.**

3.1 Identification of Units. The Land consists of ten (10) Units. Each such Unit is identified by a separate numerical and/or alpha-numerical designation. The designation of each of such Units is set forth on **Exhibit "2"** attached hereto. **Exhibit "2"** consists of a survey of the Land and a graphic description of the Units, along with the Common Elements and proposed Limited Common Elements. Said **Exhibit "2"**, together with this Declaration, is sufficient in detail to identify the Common Elements and each Unit and their relative locations and dimensions. There shall pass with a Unit as appurtenances thereto: (a) an undivided share in the Common Elements and Common Surplus; (b) the exclusive right to use such portion of the Common Elements as may be provided in this Declaration, including, without limitation, the right to transfer such right to other Units or Unit Owners; (c) an exclusive easement for the use of the airspace occupied by the Unit as it exists at any particular time and as the Unit may lawfully be altered or reconstructed from time to time, provided that an easement in airspace which is vacated shall be terminated automatically; (d) membership in the Association with the full voting rights appurtenant thereto as may be provided by this Declaration; and (e) other appurtenances as may be provided by this Declaration.

3.2 Unit Boundaries. Each Unit shall include that part of the Condominium Property containing the Unit, including any improvements situated thereon, that lies within the boundary lines as depicted on **Exhibit 2.**

The survey of the Units set forth as **Exhibit "2"** hereto shall control in determining the boundaries of a Unit, but no Unit shall be deemed to include any pipes, wires, conduits, lines or other utility lines or drainage facilities running through such Unit created under the Act, this Declaration or any easements affecting the Condominium Property and recorded in the Public Records of the County, which are utilized by more than one Unit, the same being deemed Common Elements.

3.3 Limited Common Elements. The bathhouses shown on **Exhibit "2"** (and any additional bathhouses which may from time to time be built on the Common Elements area, collectively the "Bathhouses") are assigned to Unit 10 as shown on Exhibit "2" and are each Limited Common Elements. Developer, at its sole and absolute discretion, but at Developer's sole cost and expense, may develop the final Monroe County approved bathhouse on the North Pier and, additionally, three (3) bathhouses on the South Pier of similar mass and scale as the North Pier bathhouses, which shall all be deemed Limited Common Elements assigned to Unit 10. All Limited Common Elements shall be maintained by the Unit Owner to which such Limited Common Element is assigned.

(a) The applicable Unit Owner shall, however, be responsible for the maintenance, repair and replacement of all portions of its Limited Common Element, and shall be deemed to have agreed, for such Owner, and such Owner's heirs, personal representatives, successors and assigns, as appropriate, to hold the Association, the Developer and all other Unit Owners harmless from and to indemnify them for any liability or damage to the Condominium and/or Association Property and expenses arising therefrom.

(b) To the extent of any area deemed a Limited Common Element under this Subsection 3.3(b), the Owner of the Unit (s) to which the Limited Common Element is appurtenant shall have the right to alter same as if the Limited Common Element were part of the

Owner's Unit, rather than as required for alteration of Common Elements. Notwithstanding the foregoing, the designation of any portion of the Common Elements as a Limited Common Element under this Subsection 3.3(b) shall not allow the Owner of the Unit to which the Limited Common Element is appurtenant to preclude, or in any way interfere with the passage through such areas as may be needed from time to time for emergency ingress and egress, and for the maintenance, repair, replacement, alteration and/or operation of the mechanical equipment and/or other Common Elements which are most conveniently serviced (in the sole determination of the Board) by accessing such areas (and an easement is hereby reserved for such purposes).

(c) Except for those portions of the Common Elements designed and intended to be used by all Unit Owners, a portion of the Common Elements serving only one (1) Unit or a group of Units (but not all Units) (other than the proposed three (3) bathhouses on the South Pier which require no vote or approval) may be reclassified as a Limited Common Element upon the vote required to amend the Declaration under Section 6.2 and any such amendment shall be deemed a Material Amendment governed by Section 6.2.

3.4 Easements. The following easements are hereby created (in addition to any easements created under the Act and any easements affecting the Condominium Property and recorded in the Public Records of the County):

(a) Unit 4 Easements. Notwithstanding anything to the contrary contained in this Declaration, once the utility systems which are currently under, through and over Unit 4 (the Hotel Unit) are removed prior to construction of vertical Improvements on such Unit, the Hotel Unit shall not be subject to any other utility or service easements on Unit 4, other than for (i) stormwater/drainage (which shall not materially adversely affect the vertical Improvements on the Hotel Unit) and (ii) the utility easement recorded in Official Records Book 2781, Page 91 of the Public Records of Monroe County, Florida, without the reasonable approval of the Owner of Unit 4.

(b) Utility and Other Services; Drainage. Easements are reserved under, through and over the Condominium Property as may be required from time to time for utility systems, broadband communications and other services and drainage in order to serve the Condominium and/or members of the Association. A Unit Owner shall do nothing within or outside his or her Unit that interferes with or impairs, or may interfere with or impair, the provision of such utility systems, broadband communications or other service or drainage facilities or the use of these easements. The Association shall have an irrevocable right of access to each Unit to maintain, repair or replace the pipes, wires, ducts, vents, cables, conduits and other utility, broadband communications and similar systems, service and drainage facilities, contained in the Unit or elsewhere in the Condominium Property which are deemed Common Elements and to remove any improvements constructed by Unit Owner over such systems and easements; provided such right of access, except in the event of an emergency, shall not unreasonably interfere with the Unit Owner's permitted use of the Unit, and except in the event of an emergency, entry shall be made on not less than one (1) days' notice (which notice shall not, however, be required if the Unit Owner is absent when the giving of notice is attempted).

(c) Encroachments. If (i) any portion of the Common Elements and/or the Association Property encroaches upon any Unit (or Limited Common Element appurtenant thereto); (ii) any Unit (or Limited Common Element appurtenant thereto) encroaches upon any other Unit or upon any portion of the Common Elements and/or the Association Property; or (iii) any encroachment shall hereafter occur as a result of (1) construction of the Improvements; (2) settling or shifting of the Improvements; (3) any alteration or repair to the Common Elements and/or the Association Property made by or with the consent of the Association or Developer, as appropriate; or (4) any repair or restoration of the Improvements (or any portion thereof) or any Unit after damage by fire or other casualty or any taking by condemnation or eminent domain proceedings of all or any portion of any Unit or the Common Elements and/or the Association Property, then, in any such event, a valid easement shall exist for such encroachment and for the maintenance of same so long as the Improvements shall stand.

(d) Ingress and Egress. A non-exclusive easement in favor of each Unit Owner, their guests, tenants and invitees, and for each member of the Association and their guests, tenants and invitees, shall exist for pedestrian traffic over, through and across sidewalks, streets, paths, walks, and other portions of the Common Elements and Association Property (but not any Unit) as from time to time may be intended and designated for such purpose and use by the Board; and for vehicular and pedestrian traffic over, through and across, and parking on, such portions of the Common Elements and Association Property (but not any Unit) as from time to time may be paved and intended for such purposes. None of the easements specified in this Subsection 3.4(d) shall be encumbered by any leasehold or lien other than those on the Condominium Parcels. Any such lien encumbering such easements (other than those on Condominium Parcels) automatically shall be subordinate to the rights of Unit Owners and the Association with respect to such easements.

(e) Construction; Maintenance. The Developer (including its affiliates and its or their designees, contractors, successors and assigns) shall have the right, in its (and their) sole discretion from time to time, to enter the Condominium Property and take all other action necessary or convenient for the purpose of undertaking and completing the construction thereof and/or any portion of the Condominium Property, or any part thereof, or any Improvements or Units located or to be located thereon, and/or any improvements located or to be located adjacent thereto and for repair, replacement and maintenance or warranty purposes or where the Developer, in its sole discretion, determines that it is required or desired to do so. The Association (and its designees, contractors, subcontractors, employees) shall have the right to have access to each Unit from time to time during reasonable business hours as may be necessary for the maintenance, repair or replacement of any Common Elements or any portion of a Unit, if any, to be maintained by the Association, or at any time and by force, if necessary, to prevent damage to the Common Elements, the Association Property or to a Unit or Units.

(f) Sales, Marketing and Leasing Activity. Until such time as Developer (or any of its affiliates) is no longer offering Units for sale in the ordinary course of its business, the Developer, its designees, successors and assigns, hereby reserves and shall have the right to use any Units owned by Developer (or its affiliates), but excluding Unit 2 and Unit 4, for guest accommodations, sales, leasing, marketing management, resales,

administration and construction offices, to provide financial services, to show unsold Units and Common Elements to prospective purchasers and tenants of Units, and/or to erect on the Units owned by Developer or Association Property signs, displays and other promotional material to advertise the unsold Units for sale or lease in the Condominium (and an easement is hereby reserved for all such purposes and without the requirement that any consideration be paid by the Developer to the Association or to any Unit Owner).

(g) Public Easements and Governmental Requirements. Fire, police, health and sanitation and other public service personnel and vehicles shall have a permanent and perpetual easement for ingress and egress over and across the Common Elements in the performance of their respective duties. The Developer and Association hereby reserve the right to grant such easements from time to time as may be required by any government agency. Such easements shall specifically include, but not be limited to, any environmental or access easements required by state, county or federal agencies for so long as the Developer holds any direct interest in any Unit subject to this Declaration.

(h) Warranty. For as long as Developer remains liable under any warranty, whether statutory, express or implied, for acts or omissions of Developer in the development, construction, sale, resale, leasing, financing and marketing of the Condominium, then Developer and its contractors, agents and designees shall have the right, in Developer's sole discretion and from time to time and without requiring prior approval of the Association and/or any Unit Owner and without requiring any consideration to be paid by the Developer to the Unit Owners and/or Condominium Association (provided, however, that absent an emergency situation, Developer shall provide reasonable advance notice), to enter the Condominium Property, including the Units, Common Elements and Limited Common Elements, during normal business hours, for the purpose of inspecting, testing and surveying same to determine the need for repairs, improvements and/or replacements, and effecting same, so that Developer can fulfill any of its warranty obligations. The failure of the Association or any Unit Owner to grant, or to materially interfere with, such access, shall alleviate the Developer from having to fulfill its warranty obligations and the costs, expenses, liabilities or damages arising out of any unfulfilled Developer warranty will be the sole obligation and liability of the person or entity who or which impedes the Developer in any way in Developer's activities described in this Subsection 3.4(h). The easements reserved in this Section shall expressly survive the transfer of control of the Association to Unit Owners other than the Developer and the issuance of any certificates of occupancy for the Condominium Property (or portions thereof). **Nothing herein shall be deemed or construed as the Developer making or offering any warranty, all of which are disclaimed (except to the extent same may not be or are expressly set forth herein) as set forth in Section 22 below.**

(i) Additional Easements. The Developer, during the time that the Developer has the right to elect a majority of the Board of Directors of the Association, and after such time, the Association, through its Board, on the Association's behalf and on behalf of all Unit Owners (each of whom hereby appoints the Association as its attorney-in-fact for this purpose), shall have the right, with the reasonable approval of any materially affected Unit Owner, to grant such additional general ("blanket") and specific electric, gas or other utility, cable television, security systems, communications or service easements (and

appropriate bills of sale for equipment, conduits, pipes, lines and similar installations pertaining thereto), or modify or relocate any such existing easements or drainage facilities, in any portion of the Condominium and/or Association Property with the approval of any materially affected Unit Owner, and to grant access easements or relocate any existing access easements in any portion of the Condominium and/or Association Property with the approval of any materially affected Unit Owner, as the Board shall deem necessary or desirable for the proper operation and maintenance of the Improvements, or any portion thereof, or for the general health or welfare of the Unit Owners and/or members of the Association, or for the purpose of carrying out any provisions of this Declaration, provided that such easements or the relocation of existing easements will not prevent or unreasonably interfere with the reasonable use of the Unit for its intended purpose.

(j) Fuel Line Easement. Certain fuel tanks are located upon Unit 5, which fuel tanks provide fuel to fuel docks located upon Unit 10 by virtue of a pipeline which runs through only that portion of the Common Elements described in Schedule 3.4(j) which pipeline may be moved to the finger piers designated as "Common Elements" on **Exhibit "2"** attached hereto (the "Fuel Line Easement"). The pipeline is personal property. An easement is hereby reserved under, through, and over the Fuel Line Easement to the owner of Unit 5 and the Owner of Unit 10, whether such owners be the same individual or entity or be different individuals or entities, under, through and over the Fuel Line Easement for the pipeline. The Owner of Unit 5 and the Owner of Unit 10 shall have an irrevocable right of access to maintain, repair or replace the pipeline only within the Fuel Line Easement, provided such right of access, except in the event of an emergency, shall not interfere with the reasonable use of the Common Elements or the use of other Units. Notwithstanding the foregoing, it is hereby recognized that access to the pipeline may require removal of certain improvements upon the Fuel Line Easement area which may, from time to time, impede the use of the Fuel Line Easement area. In the event that the Owner of Unit 5 or the Owner of Unit 10 desires to undertake maintenance, repairs, or replacement of the pipeline which requires removal of improvements upon the Fuel Line Easement area, such Unit Owner shall apply to the Association for approval to undertake such maintenance, repair, or replacement, unless it is an emergency to repair a fuel line or any part of the fuel system to prevent a petroleum spill or any other environmental contamination, in which case, permission is deemed to have been granted by the Association. The Association shall not unreasonably withhold consent to such maintenance, repair, or replacement, but may place upon such consent reasonable restrictions related to the time of commencement and completion of such maintenance, repair, or replacement. The Owner of the Unit undertaking such maintenance, repair, or replacement shall promptly replace or repair any portion of the Common Elements removed or damaged in the process of gaining access to the Pipeline, at such Unit Owner's sole and exclusive expense. The Owners of Unit 5 and Unit 10 hereby indemnify and hold harmless the Association and the Owners of all other Units within the Condominium from and against any and all costs, claims (whether rightfully or wrongfully asserted), damages, expenses or liabilities whatsoever (including, without limitation, reasonable attorneys' fees and court costs at all trial and appellate levels), arising out of or related to the fuel tanks, fuel docks, fuel lines or related facilities including, without limitation, any petroleum spill or any other environmental contamination, except to the

extent such loss, claim, liability or cost is directly caused by or arises from the gross negligence or willful misconduct of a Unit Owner (other than Unit 5 and 10 Owner) or its agents, servants, employees, invitees, or visitors.

3.5 Development Rights. The Land is subject to that certain Development Agreement by and between Developer and the County dated July 16, 2014, and recorded in Official Records Book 2696, Page 1445 of the Public Records of Monroe County, Florida (the "Development Agreement") and that certain Planning Commission Resolution No. P43-14 approving Major Conditional Use dated January 21, 2015 and recorded April 8, 2015, in Official Records Book 2733, Page 1848, of the Public Records of Monroe County, Florida (the "Major Conditional Use Approval") along with a multitude of development and zoning entitlements and restrictions, including, but not limited to, entitlements regarding BPAS, ROGO (defined below), intensity and density, variances, etc. (collectively, with the Development Agreement and Major Conditional Use Approval, the "Development Rights"). The Developer has obtained the transfer of one hundred (100) Transient Residential Rate of Growth Ordinance (ROGO) exemptions ("TRE's") from a sender site to the Land pursuant to that certain Minor Conditional Use Permit dated July 7, 2015 and Development Order 03-2015. Such 100 TREs are allocated solely to Unit 4 as shown on **Exhibit "2"** and such 100 TREs may not be allocated to any other Units. Unit 4 shall be entitled to only 100 TREs and shall not be entitled to obtain any more TREs or similar entitlements, or transfer any of the 100 TREs, or increase the intensity or density allocations on Unit 4, without the consent of two thirds of all voting interests in the Condominium, provided that during the time that the Developer has the right to elect a majority of the Board of Directors of the Association, such consent may be given by the Developer alone, without requiring the consent of any other party. The Development Rights allocated to each of the other Units, and the transfer of any Development Rights among Units or outside of the Condominium, shall be made solely by the Developer during the time the Developer has the right to elect a majority of the Board of Directors of the Association and after such time, such allocation shall be made by two thirds of all voting interests in the Condominium. Any assignable Development Rights allocated to a Unit shall be evidenced by an assignment or transfer agreement to be recorded in the public records of the County. No Development Rights allocation or transfer may be made and no portion of the Land may be developed which would eliminate, modify, prejudice, abridge or otherwise adversely affect any rights, benefits, privileges or priorities granted or reserved to (i) the Developer, without the prior written consent of the Developer in each instance or (ii) the Owner of Unit 4 to construct and develop a 100 room hotel and a 192 seat restaurant and tiki bar on Unit 4 without the prior written consent of the Unit 4 Owner in each instance.

None of the Developer, Association, or any their officers, directors, attorneys or agents make any representation with respect to the existence of any Development Rights other than as expressly stated in this Declaration. Any amendment to this Declaration required by a Development Rights change made pursuant to this Section 3.5 shall be adopted in accordance with Section 6 and provided that such amendment does not materially negatively affect the development rights of any non-Developer owned Unit, then such amendment shall not be considered a Material Amendment.

Developer or any Unit Owner that has been notified of a default under any of the Development Approvals governing the development of the Property is required to provide the notice of default to the Association. Should the default not be remedied within the required time under the notice of default, the Association or any Unit Owner may exercise self-help to cure such default and be

entitled to recover reasonable costs and fees, including attorney's fees, in curing the default. Failure to pay such fees and costs shall constitute a lien against the defaulting Unit Owner's Unit after a written demand for payment has been made allowing thirty (30) days for payment. Any Unit Owner or the Association exercising its right to self-help shall not be deemed to constitute a trespass to the extent the Unit Owner or Association necessarily needs to enter onto the defaulting Unit Owner's property.

3.6 Additional Property. Additional real property ("Additional Property") may be annexed under this Declaration by the filing of an amendment to this Declaration with respect to the additional property which shall extend the scheme of the covenants and restrictions of this Declaration to such Additional Property. Such amendment shall describe the real property to be annexed and shall state that is being made pursuant to the terms of this Declaration for the purpose of annexing property to the scheme of this Declaration and extending the jurisdiction of the Association to the Additional Property. Any amendment to this Declaration required by the annexation of Additional Property made pursuant to this Section 3.6 shall be adopted in accordance with Section 6.

(a) Owners, upon recordation of any such amendment to the Declaration shall also have a right and non-exclusive easement of use and enjoyment in and to the Common Elements of the Condominium Property within the Additional Property so annexed and an obligation to contribute to the operation and maintenance of such Common Elements, if any, within the Additional Property.

(b) If any Additional Property is added, the voting rights, assessment obligations and the like shall be adjusted accordingly.

An amendment to approve the annexation of Additional Property that has the effect of increasing or potentially increasing the share of Common Expenses or the Assessments of any Unit or if such proposed Additional Property includes Common Elements real property that is not substantially free and clear of all hazardous materials, hazardous substances or waste constitutes a Material Amendment, as defined in Section 6.2 herein, and shall only be approved pursuant to the provisions of Section 6.2.

3.7 Parking Rights. Notwithstanding anything to the contrary herein, parking for each Unit shall be contained within the boundaries of said Unit unless Unit Owners have agreed to provide parking rights and/or easements to other Unit Owners, which may be done without the consent of the Association or any other party.

4. **Restraint Upon Separation and Partition of Common Elements**. The undivided share in the Common Elements and Common Surplus which is appurtenant to a Unit, and the exclusive right to use all appropriate appurtenant Limited Common Elements, shall not be separated therefrom and shall pass with the title to the Unit, whether or not separately described. The appurtenant share in the Common Elements and Common Surplus, and the exclusive right to use all Limited Common Elements appurtenant to a Unit, except as elsewhere herein provided to the contrary, cannot be conveyed or encumbered except together with the Unit. The respective shares in the Common Elements appurtenant to Units shall remain undivided, and no action for partition of the Common Elements, the Condominium Property, or any part thereof, shall lie, except as provided herein with respect to termination of the Condominium.

5. **Ownership of Common Elements and Common Surplus and Share of Common Expenses; Voting Rights.**

5.1 Percentage Ownership and Shares in Common Elements. The undivided percentage interest in the Common Elements and Common Surplus, and the percentage share of the Common Expenses, appurtenant to each Unit, is as set forth on **Exhibit "3"** attached hereto.

5.2 Voting. Each Unit shall be entitled to one (1) vote to be cast by its Owner in accordance with the provisions of the By-Laws and Articles of Incorporation of the Association. Each Unit Owner shall be a member of the Association.

6. **Amendments**. Except as elsewhere provided herein, amendments may be effected as follows:

6.1 By The Association. Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which a proposed amendment is to be considered. A resolution for the adoption of a proposed amendment may be proposed either by a majority of the Board of Directors of the Association or by not less than one-third (1/3) of the Unit Owners. Except as elsewhere provided, approvals must be by an affirmative vote representing in excess of a majority of the voting interests of all Unit Owners. Unit Owners not present in person at the meeting considering the amendment may express their approval or disapproval in writing, provided that such approval or disapproval is delivered to the secretary at or prior to the meeting, however, such approval or disapproval may not be used as a vote for or against the action taken and may not be used for the purpose of creating a quorum.

6.2 Material Amendments. Unless otherwise provided specifically to the contrary in this Declaration, no amendment to this Declaration shall change the configuration (other than deminimus changes) or size of the real property Common Elements, change the configuration or size of a non-Developer owned Unit, alter or modify the appurtenances to any non-Developer owned Unit, change the voting rights of any Unit, change the percentage by which the Owner of a Unit shares the Common Expenses and owns the Common Elements and Common Surplus (any such change or alteration being a "Material Amendment"), unless the record Owner(s) of such Unit affected and all record owners of mortgages or other liens thereon, shall join in the execution of the amendment and the Material Amendment is otherwise approved by an affirmative vote representing in excess of a majority of the voting interests of all Unit Owners.

Notwithstanding the foregoing, (i) the annexation of Additional Property which both (a) does not have the effect of increasing or potentially increasing the share of Common Expenses or the Assessments of any Unit and (b) does not include any Common Elements real property that is not substantially free and clear of all hazardous materials, hazardous substances or waste in accordance with Section 3.6, (ii) the allocation of Development Rights to any Unit prior to the sale of such Unit to an Owner in accordance with the Section 3.5, and/or (iii) any changes made by Developer to any Developer owned Units to which it is entitled to make pursuant to Section 10 herein, shall not be deemed to constitute a material alteration or modification of the appurtenances of the Units, and accordingly, shall not constitute a Material Amendment and may be approved pursuant to the provisions of Section 6.1 herein.

6.3 Mortgagee's Consent. No amendment may be adopted which would eliminate, modify, prejudice, abridge or otherwise materially adversely affect any rights, benefits, privileges or priorities granted or reserved to any First Mortgagees, any Institutional First Mortgagees or the Primary Institutional First Mortgagee without the consent of the aforesaid First Mortgagees, any Institutional First Mortgagees or the Primary Institutional First Mortgagee in each instance; nor shall an amendment make any change in the sections hereof entitled "Insurance", "Reconstruction or Repair after Casualty", or "Condemnation" unless the First Mortgagees, any Institutional First Mortgagees or the Primary Institutional First Mortgagee shall join in the amendment. Except as specifically provided herein, the consent and/or joinder of any lien or mortgage holder on a Unit shall not be required for the adoption of an amendment to this Declaration.

6.4 By or Affecting the Developer. Notwithstanding anything herein contained to the contrary, during the time the Developer has the right to elect a majority of the Board of Directors of the Association, this Declaration, the Articles of Incorporation or the By-Laws of the Association may be amended by the Developer alone, without requiring the consent of any other party, to effect any change whatsoever, except for an amendment to (i) permit time share estates (which must be approved, if at all, by all Unit Owners and mortgagees on Units) or (ii) effect a Material Amendment which must be approved, if at all, in the manner set forth in Subsection 6.2 above. The unilateral amendment rights set forth herein shall include, without limitation, the right to correct scrivener's errors. No amendment may be adopted (whether to this Declaration or any of the exhibits hereto) which would eliminate, modify, prejudice, abridge or otherwise materially adversely affect any rights, benefits, privileges or priorities granted or reserved to the Developer, without the prior written consent of the Developer in each instance.

6.5 Amendments affecting Hotel Unit. Notwithstanding anything herein contained to the contrary, no amendment may be adopted to this Declaration which would materially adversely affect the parking necessary for or materially affect Unit 4 Owner's ability to construct and develop a 100 room hotel and a 192 seat restaurant and tiki bar on Unit 4 or disallow the such use, without the consent of the Owner of the Unit 4.

6.6 Execution and Recording. An amendment (including any amendment setting forth a Unit's allocated Development Rights), other than amendments made by the Developer alone pursuant to the Act or this Declaration, shall be evidenced by a certificate of the Association, executed either by the President of the Association or a majority of the members of the Board of Directors which shall include recording data identifying the Declaration and shall be executed with the same formalities required for the execution of a deed. An amendment of the Declaration is effective when the applicable amendment is properly recorded in the public records of the County. No provision of this Declaration shall be revised or amended by reference to its title or number only. Proposals to amend existing provisions of this Declaration shall contain the full text of the provision to be amended; new words shall be inserted in the text underlined; and words to be deleted shall be lined through with hyphens. However, if the proposed change is so extensive that this procedure would hinder, rather than assist, the understanding of the proposed amendment, it is not necessary to use underlining and hyphens as indicators of words added or deleted, but, instead, a notation must be inserted immediately preceding the proposed amendment in substantially the following language: "Substantial rewording of Declaration. See provision . . . for present text." Nonmaterial errors or omissions in the amendment process shall not invalidate an otherwise properly adopted amendment.

7. **Maintenance and Repairs.**

7.1 Units and Limited Common Elements. All maintenance, repairs and replacements of, in or to any Unit and Limited Common Elements appurtenant thereto, whether structural or nonstructural, ordinary or extraordinary, foreseen or unforeseen, of the Unit lying within the boundaries of the Unit or the Limited Common Elements or other property belonging to the Unit Owner, along with all trash removal, recycling, shall be performed by the Owner of such Unit at the Unit Owner's sole cost and expense, except as otherwise expressly provided to the contrary herein.

7.2 Common Elements and Association Property. Except to the extent (i) expressly provided to the contrary herein, or (ii) proceeds of insurance are made available therefor, all maintenance, repairs and replacements in or to the Common Elements (other than those Limited Common Elements or portions thereof to be maintained by the Unit Owners as provided above) and Association Property shall be performed by the Association and the cost and expense thereof shall be assessed to all Unit Owners as a Common Expense, except to the extent arising from or necessitated by the negligence, misuse or neglect of specific Unit Owners, in which case such cost and expense shall be paid solely by such Unit Owners as a Charge.

7.3 Specific Unit Owner Responsibility. The obligation for the installation, repair, maintenance, operation, alteration and/or replacement of all utility facilities, including but not limited to, sewer hookup, water, pest control, trash pickup and removal and electricity, or other items of property which service a particular Unit or Units (to the exclusion of other Units), shall be the responsibility of the applicable Unit Owners, individually, and not the Association, without regard to whether such items are included within the boundaries of the Units. Each Unit Owner shall be responsible for the construction, maintenance and repair for all improvements on its Unit, including, but not limited to, landscaping maintenance, parking lot maintenance, and window cleaning and shall keep the Unit in good appearance at all times.

8. **Additions, Improvements or Alterations by the Association.** Except as provided below to the contrary, whenever in the judgment of the Board of Directors, the Common Elements, the Association Property, or any part of either (but excluding therefrom the Limited Common Elements, which shall be the obligation of the Unit Owner to which the Limited Common Elements are assigned), shall require capital additions, alterations or improvements (as distinguished from repairs and replacements) costing in excess of five percent (5%) of the then applicable budget of the Association in the aggregate in any calendar year, the Association may proceed with such additions, alterations or improvements only if the making of such additions, alterations or improvements shall have been approved by an affirmative vote of the Unit Owners representing a majority of the voting interests represented at a meeting at which a quorum is attained. Any such additions, alterations or improvements to such Common Elements, the Association Property, or any part of either (but excluding therefrom the Limited Common Elements, which shall be the obligation of the Unit Owner to which the Limited Common Elements are assigned), costing in the aggregate five percent (5%) of the then applicable budget of the Association or less in a calendar year may be made by the Association without approval of the Unit Owners. The cost and expense of any such additions, alterations or improvements to such Common Elements or Association Property shall constitute a part of the Common Expenses and shall be assessed to the Unit Owners as Common Expenses. For purposes of this Section, "aggregate in any calendar year" shall include the total debt incurred in that year, if such debt is incurred to perform the above-stated purposes, regardless of whether the repayment of any part of that debt is required to be made beyond that year. Notwithstanding anything herein contained to the contrary, to the extent that

any additions, alterations or improvements are necessitated by, or result from, an Extraordinary Financial Event, then such additions, alterations or improvements may be made upon decision of the Board alone without requiring any vote by Unit Owners and without regard to whether the additions, alterations or improvements will exceed the threshold amount set forth above.

9. **Additions, Alterations or Improvements.**

9.1 Consent of the Developer and Board of Directors. To ensure the maintenance of the Condominium as a mixed use project of the highest quality and standards and to ensure that all improvements and landscaping constructed and maintained on each Unit shall present an attractive and pleasing appearance, no Unit Owner shall make any addition, alteration or improvement in or to the Common Elements, the Association Property, or to its Unit or any Limited Common Element, without, in each instance, the prior written consent of the Developer or Board (as applicable), which shall not be unreasonably withheld, conditioned or delayed (except as expressly set forth below). Notwithstanding the foregoing, any interior improvements or alterations may be made within the initial vertical improvements constructed on Unit 4 without the consent of the Developer, Association or Board (as applicable). The Board shall have the obligation to answer, in writing, any written request by a Unit Owner for approval of such an addition, alteration or improvement within thirty (30) days after such request and all additional information requested by the Board or Developer (as applicable) is received, and the failure of the Board or Developer (as applicable) to respond to the Unit Owner within the stipulated time shall constitute the Developer's or Board's (as applicable) consent. The Developer or Board (as applicable) may condition the approval in any manner, including, without limitation, retaining approval rights of the contractor, or others, to perform the work, imposing conduct standards on all such workers, establishing permitted work hours and requiring the Unit Owner to obtain insurance naming the Developer and the Association as additional named insureds. The proposed additions, alterations and improvements by the Unit Owners shall be made in compliance with all applicable laws, rules, ordinances and regulations of all governmental authorities having jurisdiction, and with any conditions imposed by the Developer, Board or Association with respect to design, structural integrity, aesthetic appeal, construction details, lien protection or otherwise.

A Unit Owner making or causing to be made any such additions, alterations or improvements agrees, and shall be deemed to have agreed, for such Unit Owner, and such Unit Owner's heirs, personal representatives, successors and assigns, as appropriate, to hold the Association, the Board, the Developer and all other Unit Owners harmless from and to indemnify them against any liability or damage to the Condominium and/or Association Property and expenses arising therefrom, and shall be solely responsible for the maintenance, repair and insurance thereof from and after that date of installation or construction thereof as may be reasonably required by the Association. The Association's rights of review and approval of plans and other submissions under this Declaration are intended solely for the benefit of the Association. Neither the Developer, the Association nor any of its officers, directors, employees, agents, contractors, consultants or attorneys shall be liable to any Owner or any other person by reason of mistake in judgment, failure to point out or correct deficiencies in any plans or other submissions, negligence, or any other misfeasance, malfeasance or non-feasance arising out of or in connection with the approval or disapproval of any plans or submissions. Anyone submitting plans hereunder, by the submission of same, and any Owner, by acquiring title to same, agrees not to seek damages from the Developer and/or the Association arising out of the Association's review of any plans hereunder.

Without limiting the generality of the foregoing, the Developer or Association (as applicable) shall not be responsible for reviewing, nor shall its review of any plans be deemed approval of, any plans from the standpoint of structural safety, soundness, workmanship, materials, usefulness, conformity with building or other codes or industry standards, or compliance with governmental requirements, including, but not limited to, zoning regulations, setback requirements and grading plans which may be in effect from time to time. Further, each Owner (including the successors and assigns) agrees to indemnify and hold the Developer and the Association harmless from and against any and all costs, claims (whether rightfully or wrongfully asserted), damages, expenses or liabilities whatsoever (including, without limitation, reasonable attorneys' fees and court costs at all trial and appellate levels), arising out of any review of plans by the Association hereunder.

Notwithstanding the foregoing, with respect to solely the initial development and construction of the 100 room hotel and a 192 seat restaurant and tiki bar on Unit 4, the consent of Developer, the Board or the Association shall not be required and such initial development and construction shall not be subject to any additional conditions or other requirements imposed by the Developer, the Board or the Association.

Prior to the transfer of control of the Association, Developer, with input and consent of the majority of the Unit Owners, shall establish a set of design and construction standards that will establish a quality of design and construction that will enhance the Condominium's overall aesthetic appearance and value based upon commercially reasonable standards. After the adoption of such standards, any consent by the Association, Board or Developer (if required) shall not contain any additional conditions on such approval and the Association, Board and Developer shall be required to timely consent to any additions, alterations, construction or other improvements which meet such established design and construction standards.

9.2 Emergency Ingress and Egress. No Unit Owner shall make any additions, alterations or improvements to its Unit, and/or to any other portion of the Condominium Property which may cause the Unit, any other Units or the Condominium Property to not be in compliance with all governmental requirements. No barrier including, but not limited to personalty, shall impede the free movement of ingress and egress to and from all emergency ingress and egress access ways.

9.3 Improvements, Additions or Alterations by Developer. The Developer shall have the additional right, without the consent or approval of the Association, the Board of Directors or other Unit Owners, to make alterations, additions or improvements, structural and non-structural, interior and exterior, ordinary and extraordinary, in, to and upon any Unit owned by it or them and Limited Common Elements appurtenant thereto. Any amendment to this Declaration required by a change made by the Developer pursuant to this Section 9.3 shall be adopted in accordance with Section 6 and Section 10 of this Declaration. The Developer making or causing to be made any such additions, alterations or improvements agrees, and shall be deemed to have agreed, for such Owner, and his or her heirs, personal representatives, successors and assigns, as appropriate, to hold the Association, the Developer and all other Unit Owners harmless from and to indemnify them for any liability or damage to the Condominium and/or Association Property and expenses arising therefrom and shall be solely responsible for the maintenance, repair and insurance thereof from and after the date of installation or construction thereof.

10. **Changes in Developer-Owned Units.** Without limiting the generality of the provisions of Subsection 9.3 above, and anything to the contrary notwithstanding, the Developer shall have the right, without the vote or consent of the Association or Unit Owners, to (i) make alterations, additions or improvements in, to and upon Units owned by the Developer, whether structural or non-structural, interior or exterior, ordinary or extraordinary; (ii) change the layout or proposed uses of any Developer owned Units; (iii) change the size of Developer-owned Units by combining separate Developer-owned Units into a single Unit (although being kept as two separate legal Units), or otherwise; (iv) revise, apply or transfer any Development Rights on or off any Developer-owned Units, provided that any such changes do not affect the Development Rights already allocated to a non-Developer owned Unit pursuant to Section 3.5 and (v) reapportion among the Developer-owned Units affected by such change in size pursuant to the preceding clause, their appurtenant interests in the Common Elements and share of the Common Surplus and Common Expenses; provided, however, that the percentage interest in the Common Elements and share of the Common Surplus and Common Expenses of any Units (other than the affected Developer-owned Units) shall not be changed by reason thereof unless the Owners of such Units shall consent thereto and, provided further, that Developer shall comply with all laws, ordinances and regulations of all governmental authorities having jurisdiction in so doing and provided further, that any of the above changes done by Developer do not materially adversely affect the Common Elements or Limited Common Elements or any non-Developer Unit. Any amendments to this Declaration required by changes of the Developer made pursuant to this Section 10, shall be effected by the Developer alone pursuant to Subsection 6.5, without the vote or consent of the Association or Unit Owners (or their mortgagees) required, except to the extent that any of same constitutes a Material Amendment, in which event, the amendment must be approved as set forth in Subsection 6.2 above. Without limiting the generality of Subsection 6.5 hereof, the provisions of this Section may not be added to, amended or deleted without the prior written consent of the Developer.

11. **Operation of the Condominium by the Association; Powers and Duties.**

11.1 Powers and Duties. The Association shall be the entity responsible for the operation of the Condominium and the Association Property. The powers and duties of the Association shall include those set forth in the By-Laws and Articles of Incorporation of the Association (respectively, **Exhibits "4" and "5"** annexed hereto), as amended from time to time. The qualifications for serving as a member of the Board of Directors shall be as set forth in the By-Laws and Articles of Incorporation.

The affairs of the Association shall be governed by a Board, consisting of three (3) members of the Board of Directors. In addition, the Association shall have all the powers and duties set forth in the Act, as well as all powers and duties granted to or imposed upon it by this Declaration, including, without limitation:

(a) The irrevocable right to have access to each Unit and any Limited Common Elements appurtenant thereto from time to time during reasonable hours as may be necessary for the maintenance, repair or replacement of any Common Elements or any portion of a Unit, if any, to be maintained by the Association, or at any time and by force, if necessary, to prevent damage to the Common Elements, the Association Property or to a Unit or Units.

(b) The power to make and collect Assessments and other Charges against Unit Owners and to lease, maintain, repair and replace the Common Elements and Association Property.

(c) The duty to maintain accounting records according to good accounting practices, which shall be open to inspection by Unit Owners or their authorized representatives at reasonable times upon prior written request.

(d) The Association shall assume all of Developer's and/or its affiliates' responsibilities to the City and/or County, and its and/or their governmental and quasi-governmental subdivisions and similar entities of any kind with respect to the Condominium Property (including, without limitation, any and all obligations imposed by any permits or approvals issued by the City and/or County, as same may be amended, modified or interpreted from time to time) and, in either such instance, the Association shall indemnify and hold Developer and its affiliates harmless with respect thereto in the event of the Association's failure to fulfill those responsibilities.

(e) The power to contract for the management and maintenance of the Condominium Property and/or Association Property and to authorize a management agent (who may be an affiliate of the Developer) to assist the Association in carrying out its powers and duties by performing such functions as reviewing and evaluating the submission of proposals, collection of Assessments, preparation of records, enforcement of rules and maintenance, repair and replacement of Common Elements with such funds as shall be made available by the Association for such purposes. The Association and its officers shall, however, retain at all times the powers and duties granted in the Condominium documents and the Condominium Act, including, but not limited to, the making of Assessments, promulgation of rules and execution of contracts on behalf of the Association.

(f) The power to borrow money, execute promissory notes and other evidences of indebtedness and to give as security therefor mortgages and security interests in property owned by the Association, if any, provided that such actions are approved by a majority of the entire membership of the Board of Directors and a majority of the voting interests represented at a meeting at which a quorum has been attained (including Unit 4 Owner if represented at such meeting), or by such greater percentage of the Board or Unit Owners as may be specified in the By-Laws with respect to certain borrowing. The foregoing restriction shall not apply if such indebtedness is entered into for the purpose of financing insurance premiums, which action may be undertaken solely by the Board of Directors, without requiring a vote of the Unit Owners.

(g) The power to adopt and amend rules and regulations concerning the details of the operation and use of the Common Elements and Association Property.

(h) The power to charge reasonable fee for any events by Unit Owners or others on any Common Element.

(i) The power to acquire, convey, lease, sell and grant an encumbrance on both real and personal property. Personal property shall be acquired, conveyed, leased, sold or encumbered upon a majority vote of the Board of Directors, subject to Section 8 hereof. The Association may acquire, convey, lease, sell and grant an encumbrance on any real property (including, without limitation, any of the Units) and acquire any Unit as a result of a foreclosure of the lien for Assessments (or by deed in lieu of foreclosure) with the

approval by the unanimous voting interests of the Condominium represented at a meeting at which a quorum has been attained. The expenses of ownership (including the expense of making and carrying any mortgage related to such ownership), rental, membership fees, taxes, Assessments, operation, replacements and other expenses and undertakings in connection therewith shall be Common Expenses. Notwithstanding anything to the contrary in this Declaration, the Association shall only have the ability to convey, grant an encumbrance, lease as lessor or sell real or personal property that is Association Property.

(j) The power to execute all documents or consents, on behalf of all Unit Owners (and their mortgagees), required by all governmental and/or quasi-governmental agencies in connection with land use and development matters (including, without limitation, plats, waivers of plat, unities of title, covenants in lieu thereof, etc.) approved by the Board, and in that regard, each Owner, by acceptance of the deed to such Owner's Unit, and each mortgagee of a Unit by acceptance of a lien on said Unit, appoints and designates the President of the Association, as such Owner's agent and attorney-in-fact to execute any and all such documents or consents.

(k) All of the powers which a corporation not for profit in the State of Florida may exercise pursuant to this Declaration, the Articles of Incorporation, the By-Laws, Chapters 607 and 617, Florida Statutes and the Act, in all cases except as expressly limited or restricted in the Act.

(l) Those certain emergency powers granted pursuant to Section 718.1265, Florida Statutes.

In the event of conflict among the powers and duties of the Association or the terms and provisions of this Declaration and the exhibits attached hereto, this Declaration shall take precedence over the Articles of Incorporation, By-Laws and applicable rules and regulations; the Articles of Incorporation shall take precedence over the By-Laws and applicable rules and regulations; and the By-Laws shall take precedence over applicable rules and regulations, all as amended from time to time. Notwithstanding anything in this Declaration or its exhibits to the contrary, the Association shall at all times be the entity having ultimate control over the Condominium, consistent with the Act.

11.2 Limitation Upon Liability of Association. Notwithstanding the duty of the Association to maintain and repair parts of the Condominium Property, the Association shall not be liable to Unit Owners for injury or damage, other than for the cost of maintenance and repair, caused by any latent condition of the Condominium Property. Further, the Association shall not be liable for any such injury or damage caused by defects in design or workmanship or any other reason connected with any additions, alterations or improvements or other activities done by or on behalf of any Unit Owners regardless of whether or not same shall have been approved by the Association pursuant to Section 9 hereof. The Association also shall not be liable to any Unit Owner or lessee or to any other person or entity for any property damage, personal injury, death or other liability on the grounds that the Association did not obtain or maintain insurance (or carried insurance with any particular deductible amount) for any particular matter where: (i) such insurance is not required hereby; or (ii) the Association could not obtain such insurance at reasonable costs or upon reasonable terms. Notwithstanding the foregoing, nothing contained herein shall relieve the

Association of its duty of ordinary care, as established by the Act, in carrying out the powers and duties set forth herein, nor deprive Unit Owners of their right to sue the Association if it negligently or willfully causes damage to the Unit Owner's property during the performance of its duties hereunder. The limitations upon liability of the Association described in this Subsection 11.2 are subject to the provisions of Section 718.111(3), Florida Statutes

11.3 Restraint Upon Assignment of Shares in Assets. The share of a Unit Owner in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to his Unit.

11.4 Approval or Disapproval of Matters. Whenever the decision of a Unit Owner is required upon any matter, whether or not the subject of an Association meeting, that decision shall be expressed by the same person who would cast the vote for that Unit if at an Association meeting, unless the joinder of all record Owners of the Unit is specifically required by this Declaration or by law.

11.5 Acts of the Association. Unless the approval or action of Unit Owners, and/or a certain specific percentage of the Board of Directors of the Association, is specifically required in this Declaration, the Articles of Incorporation or By-Laws of the Association, applicable rules and regulations or applicable law, all approvals or actions required or permitted to be given or taken by the Association shall be given or taken by the Board of Directors, without the consent of Unit Owners, and the Board may so approve and act through the proper officers of the Association without a specific resolution. When an approval or action of the Association is permitted to be given or taken hereunder or thereunder, such action or approval may be conditioned in any manner the Association deems appropriate or the Association may refuse to take or give such action or approval without the necessity of establishing the reasonableness of such conditions or refusal.

11.6 Effect on Developer. So long as Developer holds a Unit for sale in the ordinary course of business, none of the following actions may be taken by the Association (subsequent to control thereof being assumed by Unit Owners other than the Developer) without the prior written approval of the Developer:

(a) Intentionally Deleted; or

(b) Any action by the Association that would be detrimental to the sales of Units by the Developer or the assignment of Limited Common Elements to another Unit Owner by the Developer for consideration; provided, however, that an increase in Assessments for Common Expenses without discrimination against the Developer shall not be deemed to be detrimental to the sales of Units.

12. **Determination of Common Expenses and Fixing of Assessments Therefor.** The Board of Directors shall from time to time, and at least annually, prepare a budget of estimated revenues and expenses for the Condominium and the Association, determine the amount of Assessments payable by the Unit Owners to meet the Common Expenses of the Condominium and allocate and assess such expenses among the Unit Owners in accordance with the provisions of this Declaration and the By-Laws. Notwithstanding anything herein contained to the contrary, the cost for the services under a bulk rate contract for Communications Services may be allocated on a per-Unit basis rather than a percentage basis, if so determined by the Board (provided, however, that the Board shall not change the method of allocation of costs relating to bulk

Communications Services more frequently than annually. The Board of Directors shall advise all Unit Owners promptly in writing of the amount of the Assessments payable by each of them as determined by the Board of Directors as aforesaid and shall furnish copies of the budget, on which such Assessments are based, to all Unit Owners and (if requested in writing) to their respective mortgagees. The Common Expenses shall include the expenses of and reserves for (if required by, and not waived in accordance with, applicable law) the operation, maintenance, repair and replacement of the Common Elements and Association Property, costs of carrying out the powers and duties of the Association and any other expenses designated as Common Expenses by the Act, this Declaration, the Articles or By-Laws of the Association, applicable rules and regulations or by the Association. Incidental income to the Association, if any, may be used to pay regular or extraordinary Association expenses and liabilities, to fund reserve accounts, or otherwise as the Board shall determine from time to time, and need not be restricted or accumulated. Any budget adopted shall be subject to change to cover actual expenses at any time. Any such change shall be adopted consistent with the provisions of this Declaration and the By-Laws.

13. **Collection of Assessments.**

13.1 Liability for Assessments. A Unit Owner, regardless of how title is acquired, including by purchase at a foreclosure sale or by deed in lieu of foreclosure shall be liable for all Assessments coming due while such owner is the Unit Owner. Additionally, a Unit Owner shall be jointly and severally liable with the previous Owner for all unpaid Assessments that came due up to the time of the conveyance, without prejudice to any right the Owner may have to recover from the previous Owner the amounts paid by the grantee Owner. The liability for Assessments may not be avoided by waiver of the use or enjoyment of any Common Elements or by the abandonment of the Unit for which the Assessments are made or otherwise.

13.2 Special and Capital Improvement Assessments. In addition to Assessments levied by the Association to meet the Common Expenses of the Condominium and the Association, the Board of Directors may levy "Special Assessments" and "Capital Improvement Assessments" upon the following terms and conditions:

(a) "Special Assessments" shall mean and refer to an Assessment against each Owner and his Unit, representing a portion of the costs incurred by the Association for specific purposes of a nonrecurring nature which are not in the nature of capital improvements, or for any other purpose where funds are not available from the regular periodic assessments.

(b) "Capital Improvement Assessments" shall mean and refer to an Assessment against each Owner and his or her Unit, representing a portion of the costs incurred by the Association for the acquisition, installation, construction or replacement (as distinguished from repairs and maintenance) of any capital improvements located or to be located within the Common Elements (but not Limited Common Elements) or Association Property.

A Unit Owner shall not be responsible for Special Assessments or Capital Improvement Assessments that do not benefit the Units or Common Elements or that only benefit a Limited Common Element and any such Units Owner's share of such assessments shall be limited to its percentage of Common Expenses unless any such Special Assessment is for damage to the Common Elements resulting from acts or omissions of such Unit Owner (and only to the extent

insurance proceeds are not available to pay same and the Association was not required to carry insurance to cover such damage).

Special Assessments and Capital Improvement Assessments may be levied by the Board and shall be payable in lump sums or installments, in the discretion of the Board; provided that, if such Special Assessments or Capital Improvement Assessments, in the aggregate in any year, exceed five percent (5%) of the then estimated operating budget of the Association, the Board must obtain approval of a majority of the voting interests represented at a meeting at which a quorum is attained. Notwithstanding anything to the contrary, any Special Assessment resulting from an Extraordinary Financial Event may be adopted by the Board alone without requiring the vote or approval of Unit Owners and regardless of the amount provided that same is commercially reasonable.

13.3 Default in Payment of Assessments for Common Expenses. Assessments and installments thereof not paid within ten (10) days from the date when they are due shall bear interest at the highest lawful rate per annum from the date due until paid and shall be subject to an administrative late fee in an amount not to exceed the greater of $25.00 or five percent (5%) of each delinquent installment. The Association has a lien on each Condominium Parcel to secure the payment of Assessments. Except as set forth below, the lien is effective from, and shall relate back to, the date of the recording of this Declaration. However, as to a first mortgage of record, the lien is effective from and after the date of the recording of a claim of lien in the Public Records of the County, stating the description of the Condominium Parcel, the name of the record Owner and the name and address of the Association. The lien shall be evidenced by the recording of a claim of lien in the Public Records of the County. To be valid, the claim of lien must state the description of the Condominium Parcel, the name of the record Owner, the name and address of the Association, the amount due and the due dates, and the claim of lien must be executed and acknowledged by an authorized officer of the Association. The claim of lien shall not be released until all sums secured by it (or such other amount as to which the Association shall agree by way of settlement) have been fully paid or until it is barred by law. The lien is not effective longer than one (1) year after the claim of lien has been recorded unless, within that one (1) year period, an action to enforce the lien is commenced. The one (1) year period is extended for any length of time during which the Association is prevented from filing a foreclosure action by an automatic stay resulting from a bankruptcy petition filed by the Owner or any other person claiming an interest in the Unit. The claim of lien secures (whether or not stated therein) all unpaid Assessments, that are due and that may accrue after the claim of lien is recorded and through the entry of a final judgment, as well as interest and all reasonable costs and reasonable attorneys' fees incurred by the Association incident to the collection process. Upon payment in full, the person making the payment is entitled to a satisfaction of the lien in recordable form. The Association may bring an action in its name to foreclose a lien for unpaid Assessments in the manner a mortgage of real property is foreclosed and may also bring an action at law to recover a money judgment for the unpaid Assessments without waiving any claim of lien. The Association is entitled to recover its reasonable attorneys' fees incurred either in a lien foreclosure action or an action to recover a money judgment for unpaid Assessments.

As an additional right and remedy of the Association, upon default in the payment of Assessments as aforesaid and after thirty (30) days' prior written notice to the applicable Unit Owner and the recording of a claim of lien, the Association may accelerate and declare immediately due and payable all installments of Assessments for the remainder of the fiscal year. In the event that the amount of such installments changes during the remainder of the fiscal year, the Unit Owner or the Association, as appropriate, shall be obligated to pay or reimburse to the other the amount of increase or decrease within ten (10) days of same taking effect.

If a Unit Owner is delinquent for more than ninety (90) days in paying a monetary obligation due to the Association, the Association may suspend the right of a Unit Owner or a Unit's occupant, licensee, or invitee to use Common Elements, common facilities, or any other Association Property until the monetary obligation is paid. This section does not apply to Limited Common Elements intended to be used only by that Unit, Common Elements that must be used to access the Unit, utility services provided to the Unit, parking spaces or elevators.

If the Unit is occupied by a tenant and the Unit Owner is delinquent in paying any monetary obligation due to the Association, the Association may make a written demand that the tenant pay the future monetary obligations related to the Unit to the Association, and the tenant must make such payment. The demand is continuing in nature and, upon demand, the tenant must pay the monetary obligations to the Association until the Association releases the tenant or the tenant discontinues tenancy in the Unit. The Association must mail written notice to the Unit Owner of the Association's demand that the tenant make payments to the Association. The Association shall, upon request, provide the tenant with written receipts for payments made. A tenant who acts in good faith in response to a written demand from an Association is immune from any claim from the Unit Owner. If the tenant prepaid rent to the Unit Owner before receiving the demand from the Association and provides written evidence of paying the rent to the Association within 14 days after receiving the demand, the tenant shall receive credit for the prepaid rent for the applicable period and must make any subsequent rental payments to the Association to be credited against the monetary obligations of the Unit Owner to the Association. The tenant is not liable for increases in the amount of the monetary obligations due unless the tenant was notified in writing of the increase at least 10 days before the date the rent is due. The liability of the tenant may not exceed the amount due from the tenant to the tenant's landlord. The tenant's landlord shall provide the tenant a credit against rents due to the Unit Owner in the amount of monies paid to the Association under this section. The Association may issue notices under Section 83.56, Florida Statutes and may sue for eviction under Sections 83.59-83.625, Florida Statutes as if the Association were a landlord under part II of Chapter 83 of the Florida Statutes if the tenant fails to pay a required payment to the Association. However, the Association is not otherwise considered a landlord under Chapter 83, Florida Statutes and specifically has no duties under Section 83.51, Florida Statutes. The tenant does not, by virtue of payment of monetary obligations to the Association, have any of the rights of a Unit Owner to vote in any election or to examine the books and records of the Association.

13.4 Notice of Intention to Foreclose Lien. No foreclosure judgment may be entered until at least thirty (30) days after the Association gives written notice to the Unit Owner of its intention to foreclose its lien to collect the unpaid Assessments. If this notice is not given at least thirty (30) days before the foreclosure action is filed, and if the unpaid Assessments, including those coming due after the claim of lien is recorded, are paid before the entry of a final judgment of foreclosure, the Association shall not recover reasonable attorney's fees or costs. The notice must be given by

delivery of a copy of it to the Unit Owner or by certified or registered mail, return receipt requested, addressed to the Unit Owner at the last known address, and upon such mailing, the notice shall be deemed to have been given. If after diligent search and inquiry the Association cannot find the Unit Owner or a mailing address at which the Unit Owner will receive the notice, the court may proceed with the foreclosure action and may award reasonable attorney's fees and costs as permitted by law. The notice requirements of this Subsection are satisfied if the Unit Owner records a Notice of Contest of Lien as provided in the Act.

13.5 Appointment of Receiver to Collect Rental. If the Unit Owner remains in possession of the Unit after a foreclosure judgment has been entered, the court in its discretion may require the Unit Owner to pay a reasonable rental for the Unit. If the Unit is rented or leased during the pendency of the foreclosure action, the Association is entitled to the appointment of a receiver to collect the rent. The expenses of such receiver shall be paid by the party which does not prevail in the foreclosure action.

13.6 First Mortgagee. The liability of the holder of a first mortgage on a Unit (each, a "First Mortgagee"), or its successors or assigns, who acquires title to a Unit by foreclosure or by deed in lieu of foreclosure for the unpaid Assessments (or installments thereof) that became due before the First Mortgagee's acquisition of title is limited to the lesser of:

(a) The Unit's unpaid Common Expenses and regular periodic Assessments which accrued or came due during the twelve (12) months immediately preceding the acquisition of title and for which payment in full has not been received by the Association; or

(b) One percent (1%) of the original mortgage debt.

As to a Unit acquired by foreclosure, the limitations set forth in clauses (a) and (b) above shall not apply unless the First Mortgagee joined the Association as a defendant in the foreclosure action. Joinder of the Association, however, is not required if, on the date the complaint is filed, the Association was dissolved or did not maintain an office or agent for service of process at a location which was known to or reasonably discoverable by the mortgagee.

A First Mortgagee acquiring title to a Unit as a result of foreclosure or deed in lieu thereof may not, during the period of its ownership of such Unit, whether or not such Unit is unoccupied, be excused from the payment of some or all of the Common Expenses coming due during the period of such ownership.

13.7 Estoppel Statement. Within fifteen (15) days after receiving a written request therefor from a purchaser, Unit Owner or mortgagee of a Unit, the Association shall provide a certificate, signed by an officer or agent of the Association, stating all Assessments and other moneys owed to the Association by the Unit Owner with respect to his or her Unit. Any person other than the Unit Owner who relies upon such certificate shall be protected thereby. The Association or its authorized agent may charge a reasonable fee for the preparation of such certificate.

13.8 Installments. Regular Assessments shall be collected monthly or quarterly, in advance, at the option of the Association. Initially, assessments will be collected monthly, and be due on the first day of each calendar month.

13.9 Application of Payments. Any payments received by the Association from a delinquent Unit Owner must be applied first to any interest accrued on the delinquent installment(s) as aforesaid, then to any administrative late fees, then to any costs and reasonable attorneys' fees incurred in collection and then to the delinquent and any accelerated Assessments. The foregoing is applicable notwithstanding any restrictive endorsement, designation or instruction placed on or accompanying a payment.

14. **Insurance**. Insurance covering the Condominium Property and the Association Property shall be governed by the following provisions:

14.1 Purchase, Custody and Payment.

(a) Purchase. Except as otherwise provided herein or required by the Act, all insurance policies described herein covering portions of the Common Elements (but not Limited Common Elements) and Association Property shall be purchased by the Association and shall be issued either by an insurance company authorized to do business in Florida, or by a surplus lines carrier, reasonably acceptable to the Board, offering policies for Florida properties.

(b) Approval. Each insurance policy, the agency and company issuing the policy and the chosen national or state bank with trust powers doing business in the County ("Insurance Trustee") (if appointed) hereinafter described shall be subject to the approval of the Primary Institutional First Mortgagee in the first instance, if requested thereby.

(c) Named Insured. The named insured shall be the Association, individually, and as agent for Owners of Units covered by the policy, without naming them, and as agent for their mortgagees, without naming them. The Unit Owners and their mortgagees shall be deemed additional named insureds.

(d) Custody of Policies and Payment of Proceeds. All policies shall provide that payments for losses made by the insurer shall be paid to the Association or to the Insurance Trustee (if appointed), and all policies and endorsements thereto shall be deposited with the Association or the Insurance Trustee (if appointed).

(e) Copies to Mortgagees. One copy of each insurance policy, or a certificate evidencing such policy, and all endorsements thereto, shall be furnished by the Association upon request to each First Mortgagee who holds a mortgage upon a Unit covered by the policy. Copies or certificates shall be furnished not less than ten (10) days prior to the beginning of the term of the policy, or not less than ten (10) days prior to the expiration of each preceding policy that is being renewed or replaced, as appropriate.

(f) Property, Liability and Flood. Except as specifically provided herein or by the Act, the Association shall not be responsible to Unit Owners to obtain insurance coverage upon the property lying within the boundaries of their Unit, including, but not limited to, their property, liability, flood and windstorm insurance. To the extent that a Unit Owner or other occupant of a Unit desires coverage for such excluded items, it shall be the sole responsibility of the Unit Owner and/or occupant to obtain.

14.2 Coverage. The Association shall use its best efforts to obtain and maintain insurance covering the following:

(a) Property. The Insured Property (as hereinafter defined) shall be insured in an amount not less than the replacement cost thereof as determined by an independent insurance appraisal or update of a prior appraisal. The replacement cost must be determined at least once every 36 months. The policy shall provide primary coverage for the following (the "Insured Property"): (i) all portions of the Common Elements (but not Limited Common Elements) and Association Property as originally installed or replacement of like kind and quality, in accordance with the original plans and specifications, and (ii) all alterations or additions made to the Common Elements (but not Limited Common Elements) or Association Property pursuant to Section 718.113(2), Florida Statutes. Notwithstanding the foregoing, the Insured Property shall not include, and shall specifically exclude, all personal property and improvements within any Unit or all personal property within Limited Common Elements. Such property and any insurance thereupon is the responsibility of the Unit Owner. Such policies may contain reasonable deductible provisions as determined by the Board of Directors of the Association. When available at reasonable premiums (in the determination of the Board), extended coverages may also be obtained, including, without limitation, coverages against loss or damage by fire and other hazards covered by an "all-risks" endorsement or policy, and such other risks as from time to time are customarily covered with respect to buildings and improvements similar to the Insured Property in construction, location and use, including, but not limited to, vandalism and malicious mischief.

(b) Liability. Comprehensive general public liability and automobile liability insurance covering loss or damage resulting from accidents or occurrences on or about or in connection with the Insured Property or adjoining driveways and walkways, subject to this Declaration, or any work, matters or things related to the Insured Property, with such coverage as shall be required by the Board of Directors of the Association, but with an amount of not less than $1,000,000.00 per occurrence, with a $3,000,000.00 general aggregate limit and $500,000 property damage, and with a cross liability endorsement to cover liabilities of the Unit Owners as a group to any Unit Owner, and vice versa. The Association may also obtain and maintain liability insurance for members of Board of Directors and officers and for the benefit of the Association's employees, in such amounts and under such terms and conditions as the Association deems appropriate in its sole and absolute discretion.

(c) Worker's Compensation and other mandatory insurance, when applicable.

(d) Flood Insurance covering the Common Elements (but not Limited Common Elements) and Association Property, but only if required by the Primary Institutional First Mortgagee, or if the Board so elects.

(e) Errors and Omissions. The Association shall obtain and maintain adequate liability, errors and omission coverage on behalf of each of the officers and members of the Board of Directors of the Association.

(f) Fidelity Insurance or Fidelity Bonds. The Association shall obtain and maintain adequate insurance or fidelity bonding of all persons who control or disburse Association funds, which shall include, without limitation, those individuals authorized to sign Association checks and the president, secretary and treasurer of the Association. The insurance policy or fidelity bond shall be in such amount as shall be determined by a majority of the Board, but must be sufficient to cover the maximum funds that will be in the custody of the Association or its management agent at any one time. The premiums on such bonds and/or insurance shall be paid by the Association as a Common Expense.

(g) Association Property. Appropriate additional policy provisions, policies or endorsements extending the applicable portions of the coverage described above to all Association Property, where such coverage is available.

(h) Such Other Insurance as the Board of Directors of the Association shall determine from time to time to be desirable.

When appropriate and obtainable (at a reasonable cost in the determination of the Board), each of the foregoing policies shall waive the insurer's right to: (i) subrogation against the Association and against the Unit Owners individually and as a group, (ii) pay only a fraction of any loss in the event of coinsurance or if other insurance carriers have issued coverage upon the same risk, and (iii) avoid liability for a loss that is caused by an act of the Board of Directors of the Association, a member of the Board of Directors of the Association, one or more Unit Owners or as a result of contractual undertakings. Additionally, each policy shall provide that any insurance trust agreement will be recognized, that the insurance provided shall not be prejudiced by any act or omissions of individual Unit Owners that are not under the control of the Association, and that the policy shall be primary, even if a Unit Owner has other insurance that covers the same loss.

14.3 Additional Provisions. All policies of insurance shall provide that such policies may not be canceled or substantially modified without at least thirty (30) days' prior written notice to all of the named insureds, including all mortgagees of Units. Prior to obtaining any policy of property insurance or any renewal thereof, but in no event later than every thirty-six (36) months, the Board of Directors shall obtain an independent insurance appraisal from a fire insurance company, or other competent appraiser, of the replacement cost of the Insured Property (exclusive of foundations), without deduction for depreciation, for the purpose of determining the amount of insurance to be effected pursuant to this Section.

14.4 Premiums. Premiums upon insurance policies purchased by the Association shall be paid by the Association as a Common Expense, except that the costs of fidelity bonding for any management company employee may be paid by such company pursuant to its contract with the Association. Such policies may contain reasonable deductible provisions which shall be consistent with industry standards and prevailing practice for projects of similar size and age, and having similar construction and facilities in the locale where the Condominium Property is situated. The deductibles may be based upon available funds, including reserve accounts, or predetermined assessment authority at the time the insurance is obtained. The Board shall establish the amount of deductibles based upon the level of available funds and predetermined assessment authority at a meeting of the Board. Each Owner, by acceptance of a deed or other conveyance of a Unit, hereby ratifies and confirms any decisions made by the Association in this regard and recognizes

and agrees that funds to cover the deductible must be provided from the general operating funds of the Association before the Association will be entitled to insurance proceeds. The Association may, but shall not be obligated to, establish a reserve to cover any applicable deductible.

14.5 Share of Proceeds. The Association is hereby irrevocably appointed as an agent and attorney-in-fact for each and every Unit Owner, for each First Mortgagee and/or each owner of any other interest in the Condominium Property to adjust and settle any and all claims arising under any insurance policy purchased by the Association and to execute and deliver releases upon the payment of claims, if any. Nothing herein shall preclude the Board from designating an Insurance Trustee to assume the obligations of the Association for disbursement of insurance proceeds. The decision to engage or appoint an Insurance Trustee, or not to do so, lies solely with the Board. All insurance policies obtained by or on behalf of the Association shall be for the benefit of the Association, the Unit Owners and their mortgagees, as their respective interests may appear, and shall provide that all proceeds covering property losses shall be paid to the Association. The duty of the Association shall be to receive such proceeds as are paid and to hold the same in trust for the purposes elsewhere stated herein, and for the benefit of the Unit Owners and their respective mortgagees in the following shares:

(a) Insured Property. Proceeds on account of damage to the Insured Property shall be held in undivided shares for each Unit Owner, such shares being the same as the undivided shares in the Common Elements appurtenant to each Unit, provided that if the Insured Property so damaged includes property lying within the boundaries of specific Units, that portion of the proceeds allocable to such property shall be held as if that portion of the Insured Property were Optional Property as described in Subsection 14.5(b) below.

(b) Optional Property. Proceeds on account of damage solely to Units and/or certain portions or all of the contents thereof not included in the Insured Property (all as determined by the Association in its sole discretion) (collectively the "Optional Property"), if any is collected by reason of optional insurance which the Association elects to carry thereon (as contemplated herein), shall be held for the benefit of Owners of Units or other portions of the Optional Property damaged in proportion to the cost of repairing the damage suffered by each such affected Owner, which cost and allocation shall be determined in the sole discretion of the Association.

(c) Mortgagees. No mortgagee shall have any right to determine or participate in the determination as to whether or not any damaged property shall be reconstructed or repaired, and no mortgagee shall have any right to apply or have applied to the reduction of a mortgage debt any insurance proceeds, except for actual distributions thereof made to the Unit Owner and mortgagee pursuant to the provisions of this Declaration.

14.6 Distribution of Proceeds. Proceeds of insurance policies received by the Association shall be distributed to or for the benefit of the beneficial owners thereof in the following manner:

(a) Expenses of the Trustee. All expenses of the Insurance Trustee (if any) shall be first paid or provision shall be made therefor.

(b) Reconstruction or Repair. If the damaged property for which the proceeds are paid is to be repaired or reconstructed, the remaining proceeds shall be paid to defray the cost thereof as elsewhere provided herein. Any proceeds remaining after defraying such costs shall be distributed to the beneficial owners thereof, remittances to Unit Owners and their mortgagees being payable jointly to them, only to the extent required by the loan documents between the Unit Owner and its mortgagee.

(c) Failure to Reconstruct or Repair. If it is determined in the manner elsewhere provided that the damaged property for which the proceeds are paid shall not be reconstructed or repaired, the remaining proceeds shall be allocated among the beneficial owners as provided in Subsection 14.5 above, and distributed first to all First Mortgagees in an amount sufficient to pay off their mortgages, and the balance, if any, to the beneficial owners, only to the extent required by the loan documents between the Unit Owner and its mortgagee.

14.7 Association as Agent. The Association is hereby irrevocably appointed as agent and attorney-in-fact for each Unit Owner and for each owner of a mortgage or other lien upon a Unit and for each owner of any other interest in the Condominium Property to adjust all claims arising under insurance policies purchased by the Association and to execute and deliver releases upon the payment of claims.

14.8 Unit Owners' Personal Coverage. Unless the Association elects otherwise, the insurance purchased by the Association shall not cover claims against an Owner due to accidents occurring within the Unit, nor casualty or theft loss to the contents of an Owner's Unit. It shall be the obligation of the individual Unit Owner, to the extent required under the Act, to purchase and pay for insurance as to all such and other risks not covered by insurance carried by the Association.

14.9 Benefit of Mortgagees. Certain provisions in this Section 14 are for the benefit of mortgagees of Units and may be enforced by such mortgagees.

14.10 Appointment of Insurance Trustee. The Board of Directors of the Association shall have the option in its discretion of appointing an Insurance Trustee hereunder. If the Association fails or elects not to appoint such Insurance Trustee, the Association pursuant to Subsection 14.5 above, will perform directly all obligations imposed upon such Insurance Trustee by this Declaration. Fees and expenses of any Insurance Trustee are Common Expenses.

14.11 Presumption as to Damaged Property. In the event of a dispute or lack of certainty as to whether damaged property constitutes a Unit(s) or Common Elements, such property shall be presumed to be Common Elements.

15. **Reconstruction or Repair After Fire or Other Casualty.**

15.1 Determination to Reconstruct or Repair. Subject to the immediately following paragraphs, in the event of damage to or destruction of the Insured Property (and the Optional Property, if insurance has been obtained by the Association with respect thereto) as a result of fire or other casualty, the Board of Directors shall arrange for the prompt repair and restoration of the Insured Property (and the Optional Property, if insurance has been obtained by the Association with respect thereto) and the Association and/or Insurance Trustee (if appointed), as applicable, shall disburse the proceeds of all insurance policies to the contractors engaged in such repair and restoration in appropriate progress payments.

If 75% or more of the Insured Property (and the Optional Property, if insurance has been obtained by the Association with respect thereto) is substantially damaged or destroyed and if Unit Owners owning 80% of the applicable interests in the Common Elements duly and promptly resolve not to proceed with the repair or restoration thereof and a Majority of Institutional First Mortgagees approve such resolution, the Condominium Property will not be repaired and shall be subject to an action for partition instituted by the Association, any Unit Owner, mortgagee or lienor, as if the Condominium Property were owned in common, in which event the net proceeds of insurance resulting from such damage or destruction shall be divided among all the Unit Owners in proportion to their respective interests in the Common Elements (with respect to proceeds held for damage to the Insured Property other than that portion of the Insured Property lying within the boundaries of the Unit), and among affected Unit Owners in proportion to the damage suffered by each such affected Unit Owner, as determined in the sole discretion of the Association (with respect to proceeds held for damage to the Optional Property, if any, and/or that portion of the Insured Property lying within the boundaries of the Unit); provided, however, that no payment shall be made to a Unit Owner until there has first been paid off out of the Owner's share of such fund all mortgages and liens on his or her Unit in the order of priority of such mortgages and liens.

Whenever in this Section the words "promptly repair" are used, it shall mean that repairs are to begin not more than sixty (60) days from the date the Association holds, or the Insurance Trustee (if appointed) notifies the Board of Directors and Unit Owners that it holds proceeds of insurance on account of such damage or destruction sufficient to pay the estimated cost of such work, or not more than ninety (90) days after the Association determines that, or the Insurance Trustee (if appointed) notifies the Board of Directors and the Unit Owners that such proceeds of insurance are insufficient to pay the estimated costs of such work. The Insurance Trustee (if appointed) may rely upon a certificate of the Association made by its President and Secretary to determine whether or not the damaged property is to be reconstructed or repaired.

15.2 Responsibility for Repair. Any portion of the Condominium Property that must be insured by the Association against property loss which is damaged shall be reconstructed, repaired, or replaced as necessary by the Association as a Common Expense. All property insurance deductibles, uninsured losses, and other damages in excess of property insurance coverage under the property insurance policies maintained by the Association are a Common Expense of the Condominium, except that:

(a) A Unit Owner is responsible for the costs of repair or replacement of any portion of the Condominium Property not paid by insurance proceeds if such damage is caused by

intentional conduct, negligence, or failure to comply with the terms of the Declaration or the rules and regulations of the Association by a Unit Owner, the members of his or her family, Unit occupants, tenants, guests, customers, or invitees, without compromise of the subrogation rights of the insurer.

(b) The provisions of subparagraph 15.2(a) also apply to the costs of repair or replacement of personal property of other Unit Owners or the Association, as well as other property, whether real or personal, which the Unit Owners are required to insure.

(c) To the extent the cost of repair or reconstruction for which the Unit Owner is responsible under this Section is reimbursed to the Association by insurance proceeds, and the Association has collected the cost of such repair or reconstruction from the Unit Owner, the Association shall reimburse the Unit Owner without the waiver of any rights of subrogation.

(d) The Association is not obligated to pay for reconstruction or repairs of property losses as a Common Expense if the property losses were known or should have been known to a Unit Owner and were not reported to the Association until after the insurance claim of the Association for that property was settled or resolved with finality, or denied because it was untimely filed.

(e) A Unit Owner may undertake reconstruction work on portions of its Unit with the prior written consent of the Board, which shall not be unreasonably withheld, conditioned or delayed, however, such work may be conditioned upon the approval of the repair methods, the qualifications of the proposed contractor, or the contract that is used for that purpose. A Unit Owner must obtain all required governmental permits and approvals before commencing reconstruction. Unit owners are responsible for the cost of reconstruction of any portions of the Condominium Property for which the Unit Owner is required to carry property insurance, and any such reconstruction work undertaken by the Association is chargeable to the unit owner and enforceable as an Assessment.

15.3 Special Responsibility. If the damage is only to those parts of the Optional Property for which the responsibility of maintenance and repair is that of the respective Unit Owners, then the Unit Owners shall be responsible for all necessary reconstruction and repair, which shall be effected promptly and in accordance with guidelines established by the Board of Directors (unless insurance proceeds are held by the Association with respect thereto by reason of the purchase of optional insurance thereon, in which case the Association shall have the responsibility to reconstruct and repair the damaged Optional Property, provided the respective Unit Owners shall be individually responsible for any amount by which the cost of such repair or reconstruction exceeds the insurance proceeds held for such repair or reconstruction on a Unit by Unit basis, as determined in the sole discretion of the Association). In all other instances, the responsibility for all necessary reconstruction and repair shall be that of the Association.

(a) Disbursement. The proceeds of insurance collected on account of a casualty, and the sums collected from Unit Owners on account of such casualty, shall constitute a construction fund which shall be disbursed in payment of the costs of reconstruction and repair in the following manner and order:

(i) Association - Lesser Damage. If the amount of the estimated costs of reconstruction and repair which are the responsibility of the Association is less than $500,000, then the construction fund shall be disbursed in payment of such costs upon the order of the Board of Directors of the Association; provided, however, that upon request by a First Mortgagee which is a beneficiary of an insurance policy, the proceeds of which are included in the construction fund, such fund shall be disbursed in the manner provided below for the reconstruction and repair of major damage.

(ii) Association - Major Damage. If the amount of the estimated costs of reconstruction and repair which are the responsibility of the Association is more than $500,000, then the construction fund shall be disbursed in payment of such costs in the manner contemplated by Subsection 15.3(a)(i) above, but then only upon the further approval of an architect or engineer qualified to practice in Florida and employed by the Association to supervise the work.

(iii) Unit Owners. If there is a balance of insurance proceeds after payment of all costs of reconstruction and repair that are the responsibility of the Association, this balance may be used by the Association to effect repairs to the Optional Property (if not insured or if under-insured), or may be distributed to all Unit Owners based on each Unit Owner's respective share in the Common Elements. The distribution shall be in the proportion that the estimated cost of reconstruction and repair of such damage to each affected Unit Owner bears to the total of such estimated costs to all affected Unit Owners, as determined by the Board; provided, however, that no Unit Owner shall be paid an amount in excess of the estimated costs of repair for his or her portion of the Optional Property. All proceeds must be used to effect repairs to the Optional Property, and if insufficient to complete such repairs, the Owners shall pay the deficit with respect to their portion of the Optional Property and promptly effect the repairs. Any balance remaining after such repairs have been effected shall be distributed to the affected Unit Owners and their mortgagees jointly as elsewhere herein contemplated.

(iv) Surplus. It shall be presumed that the first monies disbursed in payment of costs of reconstruction and repair shall be from insurance proceeds. If there is a balance in a construction fund after payment of all costs relating to the reconstruction and repair for which the fund is established, such balance shall be distributed to the beneficial owners of the fund in the manner elsewhere stated; except, however, that part of a distribution to an Owner which is not in excess of Assessments paid by such Owner into the construction fund shall not be made payable jointly to any mortgagee.

15.4 Assessments. If the proceeds of the insurance are not sufficient to defray the estimated costs of reconstruction and repair to be effected by the Association, or if at any time during reconstruction and repair, or upon completion of reconstruction and repair, the funds for the payment of the costs of reconstruction and repair are insufficient, Assessments shall be made against the Unit Owners in sufficient amounts to provide funds for the payment of such costs. Such Assessments on

account of damage to the Insured Property shall be in proportion to all of the Owners' respective shares in the Common Elements, and on account of damage to the Optional Property, the Association shall charge the Owner (but shall not levy an Assessment) in proportion to the cost of repairing the damage suffered by each Owner thereof, as determined by the Association.

15.5 Benefit of Mortgagees. Certain provisions in this Section 15 are for the benefit of mortgagees of Units and may be enforced by any of them.

16. Condemnation.

16.1 Deposit of Awards with Insurance Trustee. The taking of portions of the Condominium Property or Association Property by the exercise of the power of eminent domain shall be deemed to be a casualty, and the awards for that taking shall be deemed to be proceeds from insurance on account of the casualty and shall be deposited with the Insurance Trustee. Even though the awards may be payable to Unit Owners, the Unit Owners shall deposit the awards with the Insurance Trustee; and in the event of failure to do so, in the discretion of the Board of Directors of the Association, a Charge shall be made against a defaulting Unit Owner in the amount of his or her award, or the amount of that award shall be set off against the sums hereafter made payable to that Owner.

16.2 Determination Whether to Continue Condominium. Whether the Condominium will be continued after condemnation will be determined in the manner provided for determining whether damaged property will be reconstructed and repaired after casualty. For this purpose, the taking by eminent domain also shall be deemed to be a casualty.

16.3 Disbursement of Funds. If the Condominium is terminated after condemnation, the proceeds of the awards and special Assessments will be deemed to be insurance proceeds and shall be owned and distributed in the manner provided with respect to the ownership and distribution of insurance proceeds if the Condominium is terminated after a casualty. If the Condominium is not terminated after condemnation, the size of the Condominium will be reduced and the property damaged by the taking will be made usable in the manner provided below. The proceeds of the awards and special Assessments shall be used for these purposes and shall be disbursed in the manner provided for disbursement of funds by the Insurance Trustee (if appointed) after a casualty, or as elsewhere in this Section 16 specifically provided.

16.4 Unit Reduced but Usable. If the taking reduces the size of a Unit and the remaining portion of the Unit can be usable for the intended purposes of the applicable Unit Owner (in the reasonable opinion of the applicable Unit Owner affected and the Association), the award for the taking of a portion of the Unit shall be used for the following purposes in the order stated and the following changes shall be made to the Condominium:

(a) Restoration of Unit. The Unit shall be made usable for the intended commercial purposes of the applicable Unit Owner. If the cost of the restoration exceeds the amount of the award, the additional funds required shall be charged to and paid by the Owner of the Unit.

(b) Distribution of Surplus. The balance of the award in respect of the Unit, if any, shall be distributed to the Owner of the Unit and to each mortgagee of the Unit, the remittance being made payable jointly to the Owner and such mortgagees, to the extent required by the loan documents between the Owner and its mortgagee.

(c) Adjustment of Shares in Common Elements. If the size of the Unit is reduced by the taking, the percentage representing the share in the Common Elements and of the Common Expenses and Common Surplus appurtenant to the Unit shall be reduced as reasonably determined by the Association.

16.5 Unit Made Unusable. If the taking is of the entire Unit or so reduces the size of a Unit that it cannot be used for the intended purposes of the applicable Unit Owner (in the reasonable opinion of the applicable Unit Owner affected and the Association), the award for the taking of the Unit shall be used for the following purposes in the order stated and the following changes shall be made to the Condominium:

(a) Payment of Award. The awards shall be paid first to the applicable First Mortgagees in amounts sufficient to pay off their mortgages in connection with each Unit which is not so habitable; second, to the Association for any due and unpaid Assessments for such affected Units; third, jointly to the affected Unit Owners and other mortgagees of their Units, to the extent required by the loan documents between the Unit Owner and its other mortgagees. In no event shall the total of such distributions in respect of a specific Unit exceed the market value of such Unit immediately prior to the taking. The balance, if any, shall be applied to repairing and replacing the Common Elements.

(b) Addition to Common Elements. The remaining portion of the Unit, if any, shall become part of the Common Elements and shall be placed in a condition allowing, to the extent possible, for use by all of the Unit Owners in the manner approved by the Board of Directors of the Association; provided that if the cost of the work therefor shall exceed the balance of the fund from the award for the taking, such work shall be approved in the manner elsewhere required for capital improvements to the Common Elements.

(c) Adjustment of Shares. The shares in the Common Elements, Common Expenses and Common Surplus appurtenant to the Units that continue as part of the Condominium shall be adjusted to distribute the shares in the Common Elements, Common Expenses and Common Surplus among the reduced number of Unit Owners (and among reduced Units) as reasonably determined by the Association.

(d) Assessments. If the balance of the award (after payments to the Unit Owner and such Owner's mortgagees as above provided) for the taking is not sufficient to alter the remaining portion of the Unit for use as a part of the Common Elements, the additional funds required for such purposes shall be raised by Assessments against all of the Unit Owners who will continue as Owners of Units after the changes in the Condominium effected by the taking. The Assessments shall be made in proportion to the applicable percentage shares of those Owners after all adjustments to such shares effected pursuant hereto by reason of the taking.

(e) Arbitration. If the market value of a Unit prior to the taking cannot be determined by agreement between the Unit Owner and mortgagees of the Unit and the Association within 30 days after notice of a dispute by any affected party, such value shall be determined by arbitration in accordance with the then existing rules of the American Arbitration Association, except that the arbitrators shall be two appraisers appointed by the American Arbitration Association who shall base their determination upon an average of their appraisals of the Unit. A judgment upon the decision rendered by the arbitrators may be entered in any court of competent jurisdiction in accordance with the Florida Arbitration Code. The cost of arbitration proceedings shall be assessed against all Unit Owners, including Owners who will not continue after the taking, in proportion to the applicable percentage shares of such Owners as they exist prior to the adjustments to such shares effected pursuant hereto by reason of the taking. Notwithstanding the foregoing, nothing contained herein shall limit or abridge the remedies of Unit Owners provided in Sections 718.303 and 718.506, Florida Statutes.

16.6 Taking of Common Elements. Awards for the taking of Common Elements shall be used to render the remaining portion of the Common Elements usable in the manner approved by the Board of Directors of the Association; provided, that if the cost of such work shall exceed the balance of the funds from the awards for the taking, the work shall be approved in the manner elsewhere required for capital improvements to the Common Elements. The balance of the awards for the taking of Common Elements, if any, shall be distributed to the Unit Owners in the shares in which they own the Common Elements after adjustments to these shares effected pursuant hereto by reason of the taking. If there is a mortgage on a Unit, the distribution shall be paid jointly to the Owner and the mortgagees of the Unit, to the extent required by the loan documents between the Unit Owner and its mortgagee.

16.7 Amendment of Declaration. The changes in Units, in the Common Elements and in the ownership of the Common Elements and share in the Common Expenses and Common Surplus that are effected by the taking shall be evidenced by an amendment to this Declaration of Condominium that is only required to be approved by, and executed upon the direction of, a majority of all members of the Board of Directors of the Association.

17. **Use Restrictions And Obligations**. In order to provide for congenial occupancy of the Condominium and Association Property and for the protection of the values of the Units, the use of the Condominium Property shall be restricted to and shall be in accordance with the following provisions and the Association shall be permitted to promulgate any reasonable rules and regulations pertaining to the Condominium Property and Units and businesses operated therein:

17.1 Use and Occupancy. Each Unit shall be used, operated and maintained in accordance with, and only to the extent permitted by, applicable City, County, State and Federal codes, ordinances and regulations. A Unit may be used for any lawful purpose (provided in compliance with this Declaration, including this Section 17), including but not limited to receiving clients, customers, patrons, and/or guests who are not members of the Association, and nothing in this Declaration shall preclude multiple uses from being made from any Unit. Notwithstanding the foregoing, under no circumstances may any Unit be used in whole or in part as (i) a sales office or showroom for automobiles or for the sale of any accessories or merchandise related to automobiles; (ii) a religious facility, meeting hall (other than in connection with a hotel), school, vocational place of

instruction or any other operation catering primarily to students or trainees rather than to retail customers (including, without limitation, trade school, training school and beauty school) or other place of assembly; (iii) a "package" liquor store or an establishment serving alcoholic beverages for on premises consumption (other than in connection with a restaurant, distillery, marina or hotel); (iv) a funeral parlor or other death-industry related business or any medical-industry related facility; (v) a massage parlor or "strip" club or establishment featuring nude or semi-nude live entertainment (notwithstanding the foregoing, in no event shall massages being offered by a spa in connection with a hotel be deemed a massage parlor); (vi) a discotheque, dance studio or dance hall (other than in connection with a hotel, live musical events on the Condominium Property or bars or restaurants which play live or recorded music but are not predominately a "club" or "disco"), (vii) a bingo hall, gambling casino or establishment (other than in connection with a hotel); (viii) intentionally deleted; (ix) a skating rink; (x) a car wash or gas station; (xi) an offtrack betting establishment; (xii) an adult book or adult video store or peep show (live or otherwise) or store selling or exhibiting pornographic materials or exhibiting or offering x rated, not rated and/or "adult only" inventory for display, sale or rental (which includes, without limitation, nude photos, sexual devices, magazines, videos (or other electronic medium) or objects depicting genitalia), or any other operation restricted by law to adults only.; (xiii) a video store, an amusement or game room, including those containing electrical or mechanical games, pool hall or billiard parlor (other than in connection with a restaurant, distillery, marina or hotel) ; (xiv) a so-called "flea market", "second hand" "used goods" or "surplus" store or pawn shop; (xv) a gun range or gun shop or other establishment selling fire arms or ammunition; (xvi) industrial space or repair facility other than in connection with marina or boating uses; (xvii) driver's license facility, governmental facility, hospital or clinic; (xviii) junkyard or stockyard; (xix) fire sale (fictional), bankruptcy sale (except pursuant to court order) or auction house operation; (xx) a coin operated laundry, central laundry or an on-site dry cleaning plant or facility (other than in connection with a restaurant, marina or hotel); (xxi) veterinary hospital; (xxii) permanent carnival, amusement park or circus, (xxiii) intentionally deleted; (xxiv) store selling drug or "head shop" paraphernalia (as opposed to a typical drug store such as a CVS or Walgreens); (xxv) warehouse or storage facility ("mini" "self" or otherwise); (xxviii) industrial or manufacturing facility; (xxvi) fireworks store; (xxvii) any parking intensive use (other than a restaurant, distillery, marina or hotel); (xxviii) any business or use which emits offensive odors, fumes, dust or vapors, is a public or private nuisance, emits loud noise or sounds which are objectionable, creates fire, explosive or other hazard, or creates risk of environmental damage; (xxix) a call center telemarketing office, or business which operates separate shifts of employees; or (xxx) a use which, in Developer's or Association's judgment would violate any term, covenant, condition or agreement involving the Units, including, without limitation, exclusive use provisions or provisions agreed to by Developer or Association or its predecessors with other Unit Owners prohibiting certain uses. Notwithstanding this Section 17.1, in no event shall any restriction be placed upon Unit 4 which would restrict the development and construction of a 100 room hotel and a 192 seat restaurant and tiki bar on Unit 4.

17.2 Animals. Any animals may only be allowed in or on Units in accordance with applicable governmental requirements and if so allowed, such animals may only be permitted provided that they do not become a nuisance or an annoyance and provided that they are not kept, bred or maintained for any commercial purposes. All pets shall be leashed when on Condominium Property. All Owners are required to curb (pick-up after) their animals. Notwithstanding the foregoing, there shall be no dangerous breed of animal allowed on any Unit.

17.3 Alterations. Without limiting Subsection 9.1 hereof, but subject to Section 11 hereof, no Unit Owner shall cause or allow improvements or physical or structural changes to any Unit, Limited Common Elements appurtenant thereto, Common Elements or Association Property, without obtaining the prior written consent of the Association (in the manner specified in Subsection 9.1 hereof). Notwithstanding the provisions of Subsection 9.1 above, any Unit Owner may display on its Unit one removable United States flag in a respectful way, and, on Armed Forces Day, Memorial Day, Flag Day, Independence Day and Veterans Day, may display in a respectful way portable, removable official flags, not larger than 4½ feet by 6 feet, that represent the United States Army, Navy, Air Force, Marine Corps or Coast Guard. Any improvements and/or alterations made by any Unit Owner, must however comply with all applicable governmental codes, ordinances and/or regulations.

17.4 Use of Common Elements and Association Property. The Common Elements and Association Property shall be used only for furnishing of the services and facilities for which they are reasonably suited and which are incident to the use and occupancy of Units.

17.5 Governmental Regulations. It shall be the responsibility of each Owner to comply with any requirements of all governmental and/or quasi-governmental agencies, including but not limited to, the City, County, State of Florida, SFWMD, FDEP and DEO, prior to, and during the construction of improvements on their Unit, as well as in regards to the Owner's business operated on the Unit.

17.6 Nuisances. No nuisances (as defined by the Association) shall be allowed on any Unit, the Condominium or Association Property, nor shall any use or practice be allowed which is a source of annoyance to occupants of Units or which interferes with the peaceful possession or proper use of the Condominium and/or Association Property by its Unit Owners, residents, occupants or members. No activity specifically permitted by this Declaration, shall be deemed a nuisance, regardless of any noises and/or odors emanating therefrom (except, however, to the extent that such odors and/or noises exceed limits permitted by applicable law). **EACH UNIT OWNER, BY ACCEPTANCE OF A DEED OR OTHERWISE ACQUIRING TITLE TO A UNIT SHALL BE DEEMED TO UNDERSTAND AND AGREE THAT IF (WITHOUT CREATING ANY OBLIGATION) RESTAURANTS, CAFES, BARS, BAKERIES AND/OR OTHER FOOD SERVICE OPERATIONS OR MARINAS ARE OPERATED FROM ANY OF THE UNITS, SUCH OPERATIONS MAY RESULT IN THE CREATION OF NOISES AND ODORS WHICH MAY AFFECT ALL PORTIONS OF THE CONDOMINIUM PROPERTY. ACCORDINGLY, EACH OWNER AGREES (1) THAT SUCH NOISES AND/OR ODORS SHALL NOT BE DEEMED A NUISANCE HEREUNDER, (2) THAT NEITHER THE DEVELOPER, ANY UNIT OWNER, NOR ANY TENANT AND/OR OPERATOR FROM ANY UNIT SHALL BE LIABLE FOR THE EMANATION OF SUCH NOISES, ODORS AND/OR ANY DAMAGES RESULTING THEREFROM, AND (3) TO HAVE RELEASED DEVELOPER, ANY UNIT OWNER, AND ANY TENANT AND/OR OPERATOR OF ANY UNIT FROM ANY AND ALL LIABILITY RESULTING FROM SAME.** Similarly, inasmuch as a Unit may attract customers, patrons and/or guests who are not members of the Association, such additional traffic over and upon the Common Elements shall not be deemed a nuisance hereunder. In the event of a dispute or question as to what may be or become a nuisance, such dispute or question shall be submitted to the Board of Directors, which shall render a decision in writing, which decision shall be dispositive as to whether such use constitutes or would constitute a nuisance.

17.7 No Improper Uses. No improper, immoral, offensive, hazardous or unlawful use shall be made of any Unit, the Condominium or Association Property or any part thereof, and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereover shall be observed. Violations of laws, orders, rules, regulations or requirements of any governmental agency having jurisdiction thereover, relating to any portion of the Condominium and/or Association Property, shall be corrected by, and at the sole expense of, the party obligated to maintain or repair such portion of the Condominium Property, as elsewhere herein set forth. Notwithstanding the foregoing and any provisions of this Declaration, the Articles of Incorporation or By-Laws, the Association shall not be liable to any person(s) for its failure to enforce the provisions of this Subsection 17.7.

17.8 Leases. For this Section 17.8, the terms "leasing" and "lease" shall not include any agreements with hotel guests or such other short term transient occupancies. To the extent that any Unit operates a hotel on its Unit pursuant to applicable approvals from governmental authorities, such hotel shall not be subject to any of the leasing provisions set forth in this Section 17.8. Leasing of real property within a Unit shall not be subject to the prior written approval of the Association, but each lease shall be in writing and shall specifically provide that the Association shall have the right to terminate the lease upon material default by the tenant in observing any of the provisions of this Declaration, the Articles of Incorporation or By-Laws of the Association, or other applicable provisions of any agreement, document or instrument governing the Condominium or administered by the Association. While the leasing of real property within Units shall not be subject to the prior approval of the Association, the Owner shall have no right to lease a portion of his or her Unit if, at the commencement of the lease, the Owner is delinquent in the payment of Assessments to the Association or has an outstanding fine. All leasing shall be done in compliance with all applicable governmental requirements.

Every lease of a Unit shall specifically provide (or, if it does not, shall be automatically deemed to provide) that (a) a material condition of the lease shall be the tenant's full compliance with the covenants, terms, conditions and restrictions of this Declaration (and all Exhibits hereto) and with any and all rules and regulations adopted by the Association from time to time (before or after the execution of the lease and/or any modifications, renewals or extensions of same), and (b) the Association shall have the right to terminate the lease upon material default by the tenant in observing any of the provisions of this Declaration (and all Exhibits hereto), the Articles of Incorporation or By-Laws of the Association, or other applicable provisions of any agreement, document or instrument governing the Condominium Property or administered by the Association. The Unit Owner will be jointly and severally liable with the tenant to the Association for any amount which is required by the Association to repair any damage to the Common Elements resulting from acts or omissions of tenants (as determined in the sole discretion of the Association) and to pay any claim for injury or damage to property caused by the negligence of the tenant and Special Assessments may be levied against the Unit therefor. All leases are hereby made subordinate to any lien filed by the Condominium Association, whether prior or subsequent to such lease.

17.9 No Further Subdividing. No Unit shall be subdivided without the consent of two thirds of all voting interests in the Condominium, provided that during the time that the Developer has the right to elect a majority of the Board of Directors of the Association, such consent may be given by the Developer alone, without requiring the consent of any other party.

Notwithstanding the foregoing, the Owner of Unit 4 may create a secondary condominium upon Unit 4 (provided that Unit 4 shall not be entitled to obtain any more Development Rights or use any Development Rights not previously allocated to Unit 4) upon the approval of the majority of the Board of Directors.

17.10 Signs. Any signage to be placed on a Unit may only be installed with the consent of the Board.

17.11 Maintenance of Units. Each Owner shall maintain its Unit and all other improvements on its Unit in good appearance and safe conditions, and the repair of any damage, deterioration or evidence of wear and tear on the exterior of any improvement on a Unit shall be made in a timely manner. No weeds, underbrush or other unsightly growth shall be permitted to grow or remain uncut or unmowed upon any Unit, and no refuse pile or unsightly object(s) shall be allowed to be placed or remain anywhere thereon. All Owners shall maintain all landscaping at all times. Owners shall maintain to the edge of the adjoining Common Areas or Unit. In the event an Owner(s) fails to maintain its Unit and landscaping as herein described, then the Association shall have the right, but not the obligation, to enter upon said Unit and maintain the Unit and landscaping in accordance with this Section 17.11 and charge the Owner(s) in an amount equal to one hundred and twenty percent (120%) of the cost incurred by the Association for such services. Every such entry on the part of the Association or its employees or agents shall be deemed to be a lawful entry and not a trespass.

17.12 Recorded Agreements. The use of the Units, the Condominium Property and the Association Property shall at all times comply with all restrictions, covenants, conditions, limitations, agreements, reservations and easements now or hereafter recorded in the public records of the County.

17.13 Relief by Association. The Association shall have the power (but not the obligation) to grant relief in particular circumstances from the provisions of specific restrictions contained in this Section 17 for good cause shown, as determined by the Association in its sole discretion.

17.14 Future Development. All Unit Owners shall execute, acknowledge or verify, and deliver any and all documents which may from time to time be necessary, in Developer's sole discretion, for Developer to develop the Developer owned Units, including but not limited to development agreements, conditional use approvals, comprehensive plans, land development regulations, zoning and development applications and/or approvals, and/or amendments thereto. Solely for the development and initial construction of the hotel and restaurant with related facilities on Unit 4, Developer shall execute, acknowledge or verify, and deliver any and all documents which are required for such initial Unit 4 development and construction.

18. **Compliance and Default**. The Association, each Unit Owner, occupant of a Unit, tenant and other invitee of a Unit Owner is governed by and must comply with the terms of this Declaration and all exhibits annexed hereto, and the rules and regulations adopted pursuant to those documents, as the same may be amended from time to time and the provisions of all of such documents shall be deemed incorporated into any lease of a Unit whether or not expressly stated in such lease. The Association (and Unit Owners, if appropriate) shall be entitled to the following relief in addition to the remedies provided by the Act:

18.1 Mandatory Nonbinding Mediation of Disputes. Prior to the institution of court litigation, the parties to a Dispute agree that such Dispute must be submitted for non-binding mediation before a third-party neutral arbitrator to be jointly selected by the parties to the Dispute.

18.2 Negligence and Compliance. A Unit Owner and/or tenant of a Unit shall be liable for the expense of any maintenance, repair or replacement made necessary by the Owner's negligence or by that of any member of the Owner's family or the Owner's guests, employees, agents, invitees or lessees, but only to the extent such expense is not met by the proceeds of insurance actually collected in respect of such negligence by the Association. In the event a Unit Owner, tenant or occupant fails to maintain a Unit or fails to cause such Unit to be maintained, or fails to observe and perform all of the provisions of the Declaration, the By-Laws, the Articles of Incorporation of the Association, applicable rules and regulations, or any other agreement, document or instrument affecting the Condominium Property or administered by the Association, in the manner required, the Association shall have the right to proceed in equity to require performance and/or compliance, to impose any applicable fines (in accordance with and as and to the extent permitted by, the provisions of Subsection 18.3 below), to sue at law for damages, and to charge the Unit Owner for the sums necessary to do whatever work is required to put the Unit Owner or Unit in compliance. In any proceeding arising because of an alleged failure of a Unit Owner, a tenant or the Association to comply with the requirements of the Act, this Declaration, the exhibits annexed hereto, or the rules and regulations adopted pursuant to said documents, as the same may be amended from time to time, the prevailing party shall be entitled to recover the costs of the proceeding and such reasonable attorneys' fees (including reasonable appellate attorneys' fees). A Unit Owner prevailing in an action with the Association, in addition to recovering his or her reasonable attorneys' fees, may recover additional amounts as determined by the court to be necessary to reimburse the Unit Owner for his share of Assessments levied by the Association to fund its expenses of the litigation.

18.3 Fines. In addition to any and all other remedies available to the Association, a fine or fines may be imposed upon an Owner for failure of an Owner, his family, guests, invitees, lessees or employees, to comply with any covenant, restriction, rule or regulation herein or the By-Laws or Rules and Regulations of the Association, provided the following procedures are adhered to:

(a) Notice: The party against whom the fine is sought to be levied shall be afforded an opportunity for hearing after reasonable notice of not less than fourteen (14) days and said notice shall include: (i) a statement of the date, time and place of the hearing; (ii) a statement of the provisions of the Declaration, By-Laws or rules which have allegedly been violated; and (iii) a short and plain statement of the matters asserted by the Association.

(b) Hearing: The non-compliance shall be presented to a committee of other Unit Owners (as appointed by and the size of such committee to be determined by the Board in its sole discretion), who shall hear reasons why penalties should not be imposed. The party against whom the fine may be levied shall have an opportunity to respond, to present evidence, and to provide written and oral argument on all issues involved and shall have an opportunity at the hearing to review, challenge, and respond to any material considered by the committee. A written decision of the committee shall be submitted to

the Owner or occupant by not later than twenty-one (21) days after the meeting. If the committee does not agree with the fine, the fine may not be levied.

(c) Fines: The Board of Directors may impose fines against the applicable Unit up to the maximum amount permitted by law from time to time. At the time of the recordation of this Declaration, the Act provides that no fine may exceed $100.00 per violation, or $1,000.00 in the aggregate.

(d) Violations: Each separate incident which is grounds for a fine shall be the basis of one separate fine. In the case of continuing violations, each continuation of same after a notice thereof is given shall be deemed a separate incident.

(e) Payment of Fines: Fines shall be paid not later than thirty (30) days after notice of the imposition thereof.

(f) Application of Fines: All monies received from fines shall be allocated as directed by the Board of Directors.

(g) Non-exclusive Remedy: These fines shall not be construed to be exclusive and shall exist in addition to all other rights and remedies to which the Association may be otherwise legally entitled; however, any penalty paid by the offending Owner or occupant shall be deducted from or offset against any damages which the Association may otherwise be entitled to recover by law from such Owner or occupant.

(h) Proviso. Notwithstanding the foregoing, the notice and hearing requirements of this subsection do not apply to the imposition of fines against a Unit Owner or a Unit's occupant, licensee, or invitee because of failing to pay any amounts due the Association. If such a fine is imposed, the Association must levy the fine or impose a reasonable suspension at a properly noticed Board meeting, and after the imposition of such fine or suspension, the Association must notify the Unit Owner and, if applicable, the Unit's occupant, licensee, or invitee by mail or hand delivery.

18.4 Suspension. If a Unit Owner is delinquent for more than 90 days in paying a monetary obligation due to the Association, the Association may suspend the right of a Unit Owner or a Unit's occupant, licensee, or invitee to use Common Elements, common facilities, or any other Association Property until the monetary obligation is paid. This subsection does not apply to Limited Common Elements intended to be used only by that Unit, Common Elements that must be used to access the Unit, utility services provided to the Unit, parking spaces, or elevators. A suspension may not be imposed unless the Association first provides at least 14 days' written notice and an opportunity for a hearing to the Unit Owner and, if applicable, its occupant, licensee, or invitee. The hearing must be held before a committee of other Unit Owners (as appointed by and the size of such committee to be determined by the Board in its sole discretion). If the committee does not agree with the suspension, the suspension may not be imposed. If such a suspension is imposed, the Association must impose a reasonable suspension at a properly noticed Board meeting, and after the imposition of such suspension, the Association must notify the Unit Owner and, if applicable, the Unit's occupant, licensee, or invitee by mail or hand delivery.

The Association may also suspend the voting rights of a Unit Owner due to nonpayment of any monetary obligation due to the Association which is more than 90 days delinquent. The suspension ends upon full payment of all obligations currently due or overdue the Association

19. **Termination of Condominium**. The Condominium shall continue until (a) terminated by casualty loss, condemnation or eminent domain, as more particularly provided in this Declaration, or (b) terminated pursuant to a Plan of Termination (as defined in the Act) approved by at least eighty percent (80%) of the total voting interests of the Condominium and by the First Mortgagees of Units to which at least sixty-seven percent (67%) of the voting interests of Units subject to mortgages held by First Mortgagees are appurtenant, provided that not more than 10 percent of the total voting interests of the Condominium have not rejected the Plan of Termination by negative vote or by providing written objections thereto. In the event such withdrawal is authorized as aforesaid, the Condominium Property shall be subject to an action for partition by any Unit Owner, mortgagee or lienor as if owned in common in which event the net proceeds of the partition sale shall be divided among all Unit Owners in proportion to their respective interests in the Common Elements or as otherwise provided in the Plan of Termination, provided, however, that no payment shall be made to a Unit Owner until there has first been paid off out of the Owner's share of such net proceeds all mortgages and liens on the Owner's Unit in the order of their priority. The termination of the Condominium, as aforesaid, shall be evidenced by a certificate of the Association executed by its President and Secretary, certifying as to the basis of the termination and said certificate shall be recorded among the Public Records of the County. This Section may not be amended without the consent of the Developer as long as it owns any Unit. The rights under this Section shall exist so long as the Developer holds a Unit for sale in the ordinary course of business.

20. **Additional Rights of Mortgagees and Others.**

20.1 Availability of Association Documents. The Association shall have current and updated copies of the following available for inspection by First Mortgagees during normal business hours or under other reasonable circumstances as determined by the Board: (a) this Declaration; (b) the Articles; (c) the By-Laws; (d) the rules and regulations of the Association; and (e) the books, records and financial statements of the Association.

20.2 Amendments. Subject to the other provisions of this Declaration and except as provided elsewhere to the contrary, an amendment directly affecting any of the following shall require the approval of a Majority of First Mortgagees: (a) a Material Amendment; and (b) any provision that expressly benefits mortgage holders, insurers or guarantors as a class. In accordance with Section 718.110(11), Florida Statutes, any consent required of a mortgagee may not be unreasonably withheld.

20.3 Notices. Any holder, insurer or guarantor of a mortgage on a Unit shall have, if first requested in writing from the Association, the right to timely written notice of:

(a) any condemnation or casualty loss affecting a material portion of the Condominium and/or Association Property or the affected mortgaged Unit;

(b) a sixty (60) day delinquency in the payment of the Assessments on a mortgaged Unit;

(c) the occurrence of a lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association; and

(d) any proposed action which requires the consent of a specified number of mortgage holders.

20.4 Additional Rights. First Mortgagees shall have the right, upon written request to the Association, to: (a) receive a copy of an audited financial statement of the Association for the immediately preceding fiscal year if such statements were prepared; and (b) receive notices of and attend Association meetings.

21. **Covenant Running With the Land**. All provisions of this Declaration, the Articles, By-Laws and applicable rules and regulations of the Association, shall, to the extent applicable and unless otherwise expressly herein or therein provided to the contrary, be perpetual and be construed to be covenants running with the Land and with every part thereof and interest therein, and all of the provisions hereof and thereof shall be binding upon and inure to the benefit of the Developer and subsequent owner(s) of the Land or any part thereof, or interest therein, and their respective heirs, personal representatives, successors and assigns, but the same are not intended to create nor shall they be construed as creating any rights in or for the benefit of the general public. All present and future Unit Owners, tenants and occupants of Units shall be subject to and shall comply with the provisions of this Declaration and the Articles, By-Laws and applicable rules and regulations, all as they may be amended from time to time. The acceptance of a deed or conveyance, or the entering into of a lease, or the entering into occupancy of any Unit, shall constitute an adoption and ratification of the provisions of this Declaration, the Articles, By-Laws and applicable rules and regulations of the Association, all as they may be amended from time to time, including, but not limited to, a ratification of any appointments of attorneys-in-fact contained herein.

22. **Disclaimer of Warranties**. Except only for those warranties provided in Section 718.203, Florida Statutes (and then only to the extent applicable and not yet expired), to the maximum extent lawful Developer hereby disclaims any and all and each and every express or implied warranties, whether established by statutory, common, case law or otherwise, as to the design, construction, sound and/or odor transmission, existence and/or development of molds, mildew, toxins or fungi, furnishing and equipping of the Condominium Property, including, without limitation, any implied warranties of habitability, fitness for a particular purpose or merchantability, compliance with plans, all warranties imposed by statute (other than those imposed by Section 718.203, Florida Statutes, and then only to the extent applicable and not yet expired) and all other express and implied warranties of any kind or character. Developer has not given and the Unit Owner has not relied on or bargained for any such warranties. Each Unit Owner, by accepting a deed to a Unit, or other conveyance thereof, shall be deemed to represent and warrant to Developer that in deciding to acquire the Unit, the Unit Owner relied solely on such Unit Owner's independent inspection of the Unit and the Condominium. The Unit Owner has not received nor relied on any warranties and/or representations from Developer of any kind, other than as expressly provided herein.

As to any implied warranty which cannot be disclaimed entirely, all secondary, incidental and consequential damages are specifically excluded and disclaimed (claims for such secondary, incidental and consequential damages being clearly unavailable in the case of implied warranties which are disclaimed entirely above).

All Unit Owners, by virtue of their acceptance of title to their respective Units (whether from the Developer or another party) shall be deemed to have automatically waived all of the aforesaid disclaimed warranties and incidental and consequential damages. The foregoing shall also apply to any party claiming by, through or under a Unit Owner, including a tenant thereof.

Further, given the climate and humid conditions in South Florida, molds, mildew, toxins and fungi may exist and/or develop within the Unit and/or the Condominium Property. Each Owner is hereby advised that certain molds, mildew, toxins and/or fungi may be, or if allowed to remain for a sufficient period may become, toxic and potentially pose a health risk. By acquiring title to a Unit, each Owner shall be deemed to have assumed the risks associated with molds, mildew, toxins and/or fungi and to have released the Developer and the Developer's third party consultants, including without limitation, the Developer's architect, from any and all liability resulting from same, including, without limitation, any liability for incidental or consequential damages (which may result from, without limitation, the inability to possess the Unit, inconvenience, moving costs, hotel costs, storage costs, loss of time, lost wages, lost opportunities and/or personal injury). Without limiting the generality of the foregoing, leaks, leaving exterior doors or windows open, wet flooring and moisture will contribute to the growth of mold, mildew, fungus or spores. Each Unit Owner, by acceptance of a deed, or otherwise acquiring title to a Unit, shall be deemed to have agreed that neither Developer nor any of Developer's third party consultants, including without limitation, Developer's architect, shall be responsible, and the Developer hereby disclaims any responsibility for any illness or allergic reactions, personal injury or death which may be experienced by the Unit Owner, its family members and/or its or their guests, tenants and invitees and to any pets of persons aforementioned in this sentence, as a result of mold, mildew, fungus or spores. It is the Unit Owner's responsibility to keep the Unit clean, dry, well-ventilated and free of contamination.

Each Owner understands and agrees that for some time in the future, it, and its guests, tenants and invitees may be disturbed by the noise, commotion and other unpleasant effects of nearby construction activity and as a result Owner and its guests, tenants and invitees may be impeded in using portions of the Condominium Property by that activity. Because the Condominium is located in a developing area, demolition or construction of buildings and other structures within the immediate area or within the view lines of any particular Unit or of any part of the Condominium (the "Views") may block, obstruct, shadow or otherwise affect Views, which may currently be visible from the Unit or from the Condominium. Therefore, each Owner, for itself, its successors and assigns, agrees to release Developer, its partners and its and their officers, members, directors and employees and every affiliate and person related or affiliated in any way with any of them ("Developer's Affiliates") from and against any and all losses, claims, demands, damages, costs and expenses of whatever nature or kind, including attorney's fees and costs, including those incurred through all arbitration and appellate proceedings, related to or arising out of any claim against the Developer or Developer's Affiliates related to Views or the disruption, noise, commotion, and other unpleasant effects of nearby development or construction. As a result of the foregoing, there is no guarantee of view, security, privacy, location, design, density or any other matter. Additionally, inasmuch as the Units may attract customers, patrons and/or guests who are not members of the Association, such additional traffic over and upon the Common Elements, and in or around the Condominium Property, shall not be deemed a nuisance.

Lastly, each Owner, by acceptance of a deed or other conveyance of a Unit, understands and agrees that there are various methods for calculating the square footage of a Unit. By accepting title to a Unit, the applicable Owner(s) shall be deemed to have conclusively agreed to accept the size and dimensions of the

Unit, regardless of any variances in the square footage from that which may have been disclosed at any time prior to closing. Without limiting the generality of this Section 22, Developer does not make any representation or warranty as to the actual size or square footage of any Unit, and each Owner shall be deemed to have fully waived and released any such warranty.

23. **Additional Provisions.**

23.1 Notices. All notices to the Association required or desired hereunder or under the By-Laws of the Association shall be sent by either hand delivery, recognized overnight courier service or certified mail (return receipt requested) to the Association in care of its office at the Condominium, or to such other address as the Association may hereafter designate from time to time by notice in writing to all Unit Owners. Except as provided specifically in the Act, all notices to any Unit Owner shall be sent by either hand delivery, recognized overnight courier service or first class mail to the Condominium address of such Unit Owner, or such other address as may have been designated by him or her from time to time, in writing, to the Association. All notices to mortgagees of Units shall be sent by either hand delivery, recognized overnight courier service or first class mail to their respective addresses, or such other address as may be designated by them from time to time, in writing to the Association. All notices shall be deemed to have been given when mailed in a postage prepaid sealed wrapper, except notices of a change of address, which shall be deemed to have been given when received, or 5 business days after proper mailing, whichever shall first occur.

23.2 Interpretation. Except where otherwise provided herein, the Board of Directors of the Association shall be responsible for interpreting the provisions hereof and of any of the Exhibits attached hereto. Such interpretation shall be binding upon all parties unless wholly unreasonable.

23.3 Mortgagees. Anything herein to the contrary notwithstanding, the Association shall not be responsible to any mortgagee or lienor of any Unit hereunder, and may assume the Unit is free of any such mortgages or liens, unless written notice of the existence of such mortgage or lien is received by the Association.

23.4 Exhibits. There is hereby incorporated in this Declaration all materials contained in the Exhibits annexed hereto, except that as to such Exhibits, any conflicting provisions set forth therein as to their amendment, modification, enforcement and other matters shall control over those hereof.

23.5 Signature of President and Secretary. Wherever the signature of the President of the Association is required hereunder, the signature of a vice-president may be substituted therefor, and wherever the signature of the Secretary of the Association is required hereunder, the signature of an assistant secretary may be substituted therefor, provided that the same person may not execute any single instrument on behalf of the Association in two separate capacities.

23.6 Governing Law. Should any dispute or litigation arise between any of the parties whose rights or duties are affected or determined by this Declaration, the Exhibits annexed hereto or applicable rules and regulations adopted pursuant to such documents, as the same may be amended from time to time, said dispute or litigation shall be governed by the laws of the State of Florida.

23.7 Severability. The invalidity in whole or in part of any covenant or restriction, or any section, Subsection, sentence, paragraph, clause, phrase or word, or other provision of this Declaration, the Exhibits annexed hereto, or applicable rules and regulations adopted pursuant to such documents, as the same may be amended from time to time, shall not affect the validity of the remaining portions thereof which shall remain in full force and effect.

23.8 Waiver. The failure of the Association or any Unit Owner to enforce any covenant, restriction or other provision of the Act, this Declaration, the exhibits annexed hereto, or the rules and regulations adopted pursuant to said documents, as the same may be amended from time to time, shall not constitute a waiver of their right to do so thereafter.

23.9 Ratification. Each Unit Owner, by reason of having acquired ownership (whether by purchase, gift, operation of law or otherwise), and each occupant of a Unit, by reason of his or her occupancy, shall be deemed to have acknowledged and agreed that all of the provisions of this Declaration, and the Articles and By-Laws of the Association, and applicable rules and regulations, are fair and reasonable in all material respects.

23.10 Execution of Documents. Without limiting the generality of other Sections of this Declaration and without such other Sections limiting the generality hereof, each Owner, by reason of the acceptance of a deed to such Owner's Unit, hereby agrees to execute, at the request of the Developer, all documents or consents which may be required by all governmental agencies to allow the Developer and its affiliates to complete the plan of development of the Condominium as such plan may be hereafter amended. The provisions of this Subsection may not be amended without the consent of the Developer.

23.11 Gender; Plurality. Wherever the context so permits, the singular shall include the plural, the plural shall include the singular, and the use of any gender shall be deemed to include all or no genders.

23.12 Captions. The captions herein and in the Exhibits annexed hereto are inserted only as a matter of convenience and for ease of reference and in no way define or limit the scope of the particular document or any provision thereof.

23.13 Liability. Notwithstanding anything contained herein or in the Articles of Incorporation, By-laws, any rules or regulations of the Association or any other document governing or binding the Association (collectively, the "Association Documents"), the Association, except to the extent specifically provided to the contrary herein, shall not be liable or responsible for, or in any manner be a guarantor or insurer of, the health, safety or welfare of any Owner, occupant or user of any portion of the Condominium and/or Association Property including, without limitation, Owners and their guests, invitees, agents, servants, contractors or subcontractors or for any property of any such persons. Without limiting the generality of the foregoing:

(a) it is the express intent of the Association Documents that the various provisions thereof which are enforceable by the Association and which govern or regulate the uses of the properties have been written, and are to be interpreted and enforced, for the sole purpose of enhancing and maintaining the enjoyment of the properties and the value thereof;

(b) the Association is not empowered, and has not been created, to act as an entity which enforces or ensures the compliance with the laws of the United States, State of Florida, County and/or any other jurisdiction or the prevention of tortious activities; and

(c) the provisions of the Association Documents setting forth the uses of assessments which relate to health, safety and/or welfare shall be interpreted and applied only as limitations on the uses of assessment funds and not as creating a duty of the Association to protect or further the health, safety or welfare of any person(s), even if assessment funds are chosen to be used for any such reason.

Each Owner (by virtue of such Owner's acceptance of title to a Unit) and each other person having an interest in or lien upon, or making use of, any portion of the properties (by virtue of accepting such interest or lien or making such use) shall be bound by this provision and shall be deemed to have automatically waived any and all rights, claims, demands and causes of action against the Association arising from or connected with any matter for which the liability of the Association has been disclaimed hereby. Notwithstanding the foregoing, nothing contained herein shall relieve the Association of its duty of ordinary care, as established by the Act, in carrying out the powers and duties set forth herein. As used herein, "Association" shall include within its meaning all members of the Association's Board of Directors, and all of the Association's officers, committee members, employees, agents, contractors (including management companies), subcontractors, successors, nominees and assigns. The provisions hereof shall also inure to the benefit of Developer, which shall be fully protected hereby.

IN WITNESS WHEREOF, the Developer has caused this Declaration to be duly executed and its corporate seal to be hereunto affixed as of the 4th day of February, 2016.

Signed in the presence of:

Name: _____

Name: Nicole Harms

LONGSTOCK II, LLC, a Florida limited liability company

By: _____
Donald Foss, Manager

Address: 7009 Shrimp Road, Suite #2
Key West, FL 33040

STATE OF Michigan)
) SS:
COUNTY OF Oakland)

The foregoing Declaration was acknowledged before me, this 4th day of February, 2016, by Donald Foss, asManager of **LONGSTOCK II, LLC, a Florida limited liability company**, on behalf of said company. He is personally known to me or has produced driver's license as identification.

SUZANNE C PAZUR
Notary Public, Oakland County, MI
Acting in Oakland County, Michigan
My Commission Expires on 08/28/2019

My Commission Expires:

8/28/2019

Name: Suzanne C. Pazur

Notary Public, State of Michigan
Commission No.: n/a

(Notarial Seal)

00057118

JOINDER

STOCK ISLAND MARINA VILLAGE CONDOMINIUM ASSOCIATION, INC., a Florida corporation not for profit, hereby agrees to accept all the benefits and all of the duties, responsibilities, obligations and burdens imposed upon it by the provisions of this Declaration and Exhibits attached hereto.

IN WITNESS WHEREOF, STOCK ISLAND MARINA VILLAGE CONDOMINIUM ASSOCIATION, INC. has caused these presents to be signed in its name by its proper officer and its corporate seal to be affixed this 4th day of February, 2016.

Witnessed by:

Name: _____

Nicole Haws
Name: Nicole Haws

STOCK ISLAND MARINA VILLAGE CONDOMINIUM ASSOCIATION, INC., a Florida corporation not for profit

By: _____
Donald Foss, President

STATE OF Michigan)
) SS:
COUNTY OF Oakland)

The foregoing joinder was acknowledged before me this 4th day of February, 2016, by Donald Foss, as President of **STOCK ISLAND MARINA VILLAGE CONDOMINIUM ASSOCIATION, INC.**, a Florida corporation not for profit, on behalf of said corporation. He is personally known to me or has produced driver's license as identification.

SUZANNE C PAZUR
Notary Public, Oakland County, MI
Acting in Oakland County, Michigan
My Commission Expires on 08/28/2019

My Commission Expires:

8/28/2019

Name: Suzanne C. Pazur

Notary Public, State of Michigan
Commission No.: n/a

(Notarial Seal)

00057118

EXHIBIT "1"

A parcel of land lying in Section 35, Township 67 South, Range 25 East, Monroe County, Florida, being a parcel of land on Stock Island, described as follows:

COMMENCING at the northwest corner of Block 57, McDONALD'S PLAT OF A PART OF STOCK ISLAND, according to the plat thereof, as recorded in Plat Book 1, Page 55, of the Public Records of Monroe County, Florida; thence S 84°02'07" E along the north boundary line of said Block 57, a distance of 499.98 feet to the east right-of-way line of Shrimp Road (a 30 foot wide right-of-way); thence S 05°57'53" W along said easterly right-of-way line, 739.82 feet; thence S 84°02'07" E, 191.50 feet; thence N 05°56'58" E, 10.00 feet to the southerly line of an Ingress/Egress Easement recorded in Official Records Book 2499, Page 355, of said Public Records of Monroe County, Florida and the POINT OF BEGINNING; thence along said southerly easement line for the following two (2) courses and distances: (1) thence S 84°02'07" E, 393.50 feet; (2) thence S 05°57'53" W, 10.00 feet; thence S 06°00'38" W, 217.17 feet; thence S 85°29'39" E, 125.00 feet; thence S 06°01'16" W, 20.01 feet; thence S 85°29'39" E, 310.00 feet; thence S 85°29'39" E, 209.55 feet; thence S 05°47'25" E, 392.29 feet; thence N 81°44'33" E, 132.23 feet; thence S 08°15'27" E, 959.38 feet; thence N 84°02'07" W, 393.85 feet to a point on a Mean High Water Line; thence along said Mean High Water Line for the following twenty-seven (27) courses and distances: (1) thence N 08°33'02" E, 25.26 feet; (2) thence N 01°03'10" W, 36.70 feet; (3) thence N 16°11'45" W, 18.64 feet; (4) thence N 01°20'32" W, 27.71 feet; (5) thence N 05°48'23 E, 27.11 feet; (6) thence N 07°24'12" W, 86.16 feet; (7) thence N 11°54'19" E, 34.64 feet; (8) thence N 09°22'05" W, 27.51 feet; (9) thence N 57°40'41" W, 4.94 feet; (10) thence N 84°56'08" W, 14.50 feet; (11) thence N 61°03'44" W, 14.78 feet; (12) thence S 85°47'17" W, 117.62 feet; (13) thence S 83°15'58" W, 26.59 feet; (14) thence N 85°01'19" W, 21.47 feet; (15) thence S 80°37'17" W, 8.06 feet; (16) thence N 75°44'52" W, 11.67 feet; (17) thence S 86°09'28" W, 82.77 feet; (18) thence S 89°59'29" W, 40.54 feet; (19) thence N 64°26'30" W, 6.15 feet; (20) thence S 88°41'05" W, 60.16 feet; (21) thence S 79°29'50" W, 36.47 feet; (22) thence N 88°07'58" W, 57.82 feet; (23) thence N 86°26'25" W, 91.35 feet; (24) thence S 88°24'02" W, 97.85 feet; (25) thence S 81°39'19" W, 76.27 feet; (26) thence S 86°43'16" W, 75.93 feet; (27) thence S 81°33'16" W, 23.73 feet; thence leaving said Mean High Water Line S 07°52'54" W, 138.68 feet to the northerly right-of-way line of Shrimp Road as described in Quit-Claim Deed, recorded in Official Records Book 2030, Page 949, of said Public Records of Monroe County, Florida; thence along the northerly and easterly right-of-way line of way of said Shrimp Road for the following three (3) courses and distances: (1) thence N 84°02'07" W, 288.11 feet to a point of curvature of a curve concave to the northeast, having a radius of 75.00 feet and a central angle of 88°03'57"; (2) thence northwesterly along the arc of said curve, a distance of 115.28 feet, (3) thence N 04°01'50" E, 555.62 feet to a point on the west line of lands described in Trustees of the Internal Improvement Trust Fund of the State of Florida Deed No. 20083, as recorded in Official Records Book G-65, Page 82, of said Public Records of Monroe County, Florida; thence N 05°57'53" E along said west line, 673.02 feet; thence S 84°02'07" E, 191.55 feet; thence N 05°56'58" E, 183.64 feet to the southerly line of an Ingress/Egress Easement recorded in Official Records Book 2499, Page 355, of said Public Records of Monroe County, Florida and the POINT OF BEGINNING.

Said lands containing 1,764,593 square feet (40.510 acres), more or less.

EXHIBIT "2"

STOCK ISLAND MARINA VILLAGE, A CONDOMINIUM

SURVEYOR'S CERTIFICATION:

The Undersigned, a surveyor, duly authorized to practice under the laws of the State of Florida, hereby makes this certification in compliance with Florida Statutes 718.104 (4)(e) and certifies to the best of my knowledge and belief that: the construction of improvements, as described in this Exhibit "2" of the Declaration of STOCK ISLAND MARINA VILLAGE, A CONDOMINIUM, have been substantially completed so that this Exhibit "2" of said Declaration of Condominium, together with the provisions of the aforesaid Declaration of Condominium describing the Condominium Property relating to matters of the survey, is an accurate representation of the location and dimensions of the improvements as shown in said Exhibit "2"; and further that, the identification, location and dimensions of the Common Elements and of each Unit can be determined from said materials.

This Survey complies with the Standards of Practice set forth in Chapter 5J-17, Florida Administrative Code, pursuant to Section 472.027, Florida Statutes.. This certification relates to matters of this survey only, and is not to certify that the improvements have been properly constructed or are in accordance with any applicable building codes or governmental requirements.

Signed this 1st day of FEBRUARY, 2016.

KEITH M. CHEE-A-TOW, P.L.S.
Florida Registration No. 5328
AVIROM & ASSOCIATES, INC.
L.B. No. 3300

Doc# 2063312
Bk# 2781 Pg# 1365

REVISIONS	
REVISED PER COMMENTS	7/30/15 S.A.M.
REVISED DESCRIPTIONS	12/10/15 S.A.M.
VARIOUS REVISIONS	12/22/15 S.A.M.
VARIOUS REVISIONS	1/08/16 S.A.M.

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STOCK ISLAND MARINA VILLAGE
A CONDOMINIUM
SURVEY, PLOT PLAN
GRAPHIC DEPICTION OF IMPROVEMENTS
7009 SHRIMP ROAD
SECTION 35, TOWNSHIP 67 SOUTH, RANGE 25 EAST
STOCK ISLAND, KEY WEST, MONROE COUNTY, FLORIDA.

JOB #:	9681-2
SCALE:	AS SHOWN
DATE:	04/16/2015
BY:	S.A.M.
CHECKED:	K.M.C.
F.B.	– PG. –
SHEET	1 OF 60

LAND DESCRIPTION:

A parcel of land lying in Section 35, Township 67 South, Range 25 East, Monroe County, Florida, being a parcel of land on Stock Island, described as follows:

COMMENCING at the northwest corner of Block 57, McDONALD'S PLAT OF A PART OF STOCK ISLAND, according to the plat thereof, as recorded in Plat Book 1, Page 55, of the Public Records of Monroe County, Florida; thence S 84°02'07" E along the north boundary line of said Block 57, a distance of 499.98 feet to the east right-of-way line of Shrimp Road (a 30 foot wide right-of-way); thence S 05°57'53" W along said easterly right-of-way line, 739.82 feet; thence S 84°02'07" E, 191.50 feet; thence N 05°56'58" E, 10.00 feet to the southerly line of an Ingress/Egress Easement recorded in Official Records Book 2499, Page 355, of said Public Records of Monroe County, Florida and the POINT OF BEGINNING; thence along said southerly easement line for the following two (2) courses and distances: (1) thence S 84°02'07" E, 393.50 feet; (2) thence S 05°57'53" W, 10.00 feet; thence S 06°00'38" W, 217.17 feet; thence S 85°29'39" E, 125.00 feet; thence S 06°01'16" W, 20.01 feet; thence S 85°29'39" E, 310.00 feet; thence S 85°29'39" E, 209.55 feet; thence S 05°47'25" E, 392.29 feet; thence N 81°44'33" E, 132.23 feet; thence S 08°15'27" E, 959.38 feet; thence N 84°02'07" W, 393.85 feet to a point on a Mean High Water Line; thence along said Mean High Water Line for the following twenty-seven (27) courses and distances: (1) thence N 08°33'02" E, 25.26 feet; (2) thence N 01°03'10" W, 36.70 feet; (3) thence N 16°11'45" W, 18.64 feet; (4) thence N 01°20'32" W, 27.71 feet; (5) thence N 05°48'23 E, 27.11 feet; (6) thence N 07°24'12" W, 86.16 feet; (7) thence N 11°54'19" E, 34.64 feet; (8) thence N 09°22'05" W, 27.51 feet; (9) thence N 57°40'41" W, 4.94 feet; (10) thence N 84°56'08" W, 14.50 feet; (11) thence N 61°03'44" W, 14.78 feet; (12) thence S 85°47'17" W, 117.62 feet; (13) thence S 83°15'58" W, 26.59 feet; (14) thence N 85°01'19" W, 21.47 feet; (15) thence S 80°37'17" W, 8.06 feet; (16) thence N 75°44'52" W, 11.67 feet; (17) thence S 86°09'28" W, 82.77 feet; (18) thence S 89°59'29" W, 40.54 feet; (19) thence N 64°26'30" W, 6.15 feet; (20) thence S 88°41'05" W, 60.16 feet; (21) thence S 79°29'50" W, 36.47 feet; (22) thence N 88°07'58" W, 57.82 feet; (23) thence N 86°26'25" W, 91.35 feet; (24) thence S 88°24'02" W, 97.85 feet; (25) thence S 81°39'19" W, 76.27 feet; (26) thence S 86°43'16" W, 75.93 feet; (27) thence S 81°33'16" W, 23.73 feet; thence leaving said Mean High Water Line S 07°52'54" W, 138.68 feet to the northerly right-of-way line of Shrimp Road as described in Quit-Claim Deed, recorded in Official Records Book 2030, Page 949, of said Public Records of Monroe County, Florida; thence along the northerly and easterly right-of-way line of way of said Shrimp Road for the following three (3) courses and distances: (1) thence N 84°02'07" W, 288.11 feet to a point of curvature of a curve concave to the northeast, having a radius of 75.00 feet and a central angle of 88°03'57"; (2) thence northwesterly along the arc of said curve, a distance of 115.28 feet, (3) thence N 04°01'50" E, 555.62 feet to a point on the west line of lands described in Trustees of the Internal Improvement Trust Fund of the State of Florida Deed No. 20083, as recorded in Official Records Book G-65, Page 82, of said Public Records of Monroe County, Florida; thence N 05°57'53" E along said west line, 673.02 feet; thence S 84°02'07" E, 191.55 feet; thence N 05°56'58" E, 183.64 feet to the southerly line of an Ingress/Egress Easement recorded in Official Records Book 2499, Page 355, of said Public Records of Monroe County, Florida and the POINT OF BEGINNING.

Said lands containing 1,764,593 square feet (40.510 acres), more or less.

REVISIONS	
REVISED PER COMMENTS	7/30/15 S.A.M.
REVISED ACREAGE TAB	8/17/15 S.A.M.
REVISED DESCRIPTIONS	12/10/15 S.A.M.
VARIOUS REVISIONS	12/22/15 S.A.M.
REVISE I/E REFERENCE	1/08/16 S.A.M.

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STOCK ISLAND MARINA VILLAGE
A CONDOMINIUM
SURVEY, PLOT PLAN
GRAPHIC DEPICTION OF IMPROVEMENTS
7009 SHRIMP ROAD
SECTION 35, TOWNSHIP 67 SOUTH, RANGE 25 EAST
STOCK ISLAND, KEY WEST, MONROE COUNTY, FLORIDA.

JOB #:	9681-2
SCALE:	AS SHOWN
DATE:	04/16/2015
BY:	S.A.M.
CHECKED:	K.M.C.
F.B. –	PG. –
SHEET	2 OF 60

SURVEYOR'S REPORT:

1. Reproductions of this Sketch are not valid without the signature and the original raised seal of a Florida licensed surveyor and mapper.
2. No Title Opinion or Abstract to the subject property has been provided. It is possible that there are Deeds, Easements, or other instruments (recorded or unrecorded) which may affect the subject property. No search of the Public Records has been made by the Surveyor.
3. The land description shown hereon was prepared by the Surveyor.
4. No underground improvements were located.
5. Bearings and coordinates shown hereon are relative to the North American Datum of 1983, Florida State Plane Coordinate System, East Zone with the easterly right-way line of Shrimp Road having a bearing of N 05°57'30" E.
6. Bearings were established by a Real-time Kinematic (RTK) GPS Control Survey which is certified to a 2 centimeter local accuracy, relative to the nearest control point within the National Geodetic Survey (NGS) Geodetic Control Network.
   a.) Method: Wide Area Virtual GPS Reference Station Network.
   b.) Equipment Used: Trimble R8-GNSS Receiver with TSC2 Survey Controller, Serial Numbers: 4625117640 & 46261117777
   c.) Processing Software: Trimble Geomatics Office, Version 1.63.
   d.) Ties were made to National Geodetic Control Point "FLGPS MALLOY AZ MK" (P.I.D. AA1648).
7. Elevations shown hereon are in feet and based on the National Geodetic Vertical Datum of 1929 (NGVD 1929).
8. Benchmark Description: National Geodetic Survey (NGS) Benchmark "872 4527 TIDAL F" (P.I.D. AA1629), Elevation= 10.05 feet (NGVD 29). North American Vertical Datum of 1988 (NAVD 88) Elevation= 8.71 feet. To convert elevations from NGVD 29 to NAVD 88, add algebraically (-) 1.34 feet to the elevation.
9. Symbols shown hereon and in the legend may have been enlarged for clarity. These symbols have been plotted at the center of the field location and may not represent the actual shape or size of the feature.
10. Units of measurement are in U.S. Survey Feet and decimal parts thereof. Well identified features in this survey were field measured to a horizontal positional accuracy of 0.10'. The elevations on impervious surfaces were field measured to 0.03' and on ground surfaces to 0.1'.
11. Address: 7009 Shrimp Road, Key West, Florida 33040.
12. Abbreviation Legend: A = Arc Length; A/C = Air conditioner; BLDG. = Building; C = Calculated; Δ = Central Angle; ℄ = Centerline; C.L.F. = Chain link Fence; CONC. = Concrete; CONN. = Connection; D = Per Deed; E = Easting; EL. = Elevation; ELEC. = Electric; F.B. = Field Book; FD. = Found; F.F. = Finished Floor; ID. = Identification; I.P. = Iron Pipe; I.R. = Iron Rod; LAT. = Latitude; L.B. = Licensed Business; LONG. = Longitude; M.H.W.L. = Mean High Water Line; M.C.R. = Monroe County Records; Ms = Measured; N = Northing; NAD = North American Datum; NAVD = North American Vertical Datum; NGVD = National Geodetic Vertical Datum; NGS = National Geodetic Survey; O.R.B. = Official Records Book; O/S = Offset; OW = Overhead Wires; P = Per Record Plat; P.B. = Plat Book; PG. = Page; P.I.D. = Point Identifier; P.L.S. = Professional Land Surveyor; P.O.B. = Point of Beginning; P.O.C. = Point of Commencement; R = Radius; R/W = Right-of-Way; S.F. = Square Footage; T.I.I.T.F. = Trustees of the Internal Improvement Trust Fund; TYP. = Typical; Tx = Transformer; UNK. = Unknown; W/ = With; W/CAP = With Surveyors Cap.

REVISIONS	
REVISED PER COMMENTS	7/30/15 S.A.M.
REVISED DESCRIPTIONS	12/10/15 S.A.M.
VARIOUS REVISIONS	12/22/15 S.A.M.

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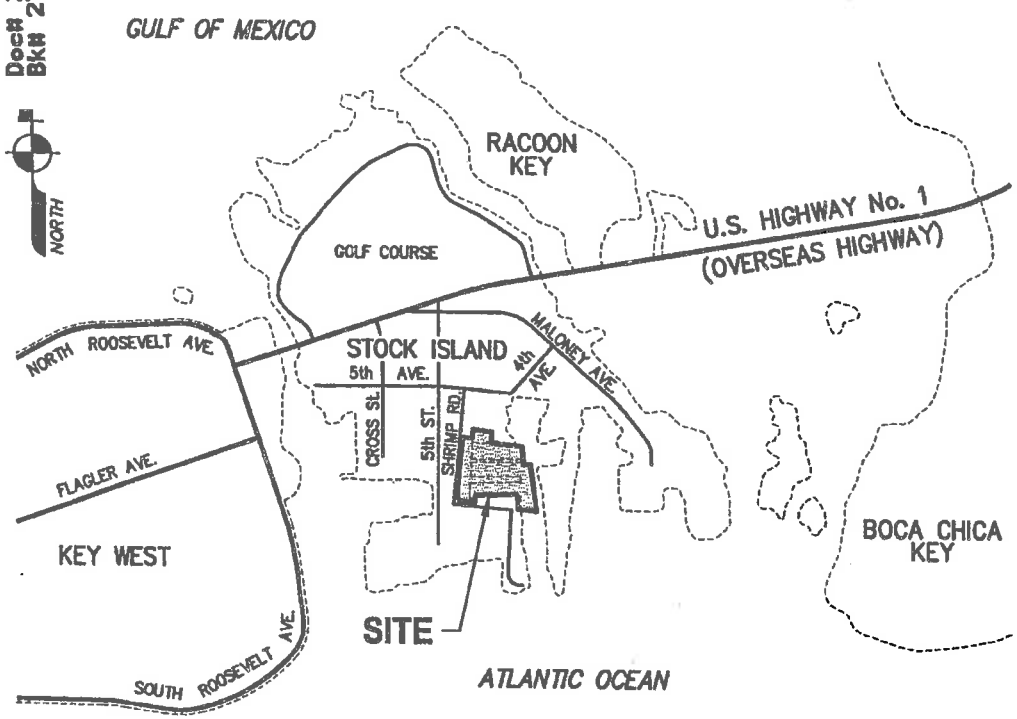
STOCK ISLAND MARINA VILLAGE
A CONDOMINIUM
SURVEY, PLOT PLAN
GRAPHIC DEPICTION OF IMPROVEMENTS
7009 SHRIMP ROAD
SECTION 35, TOWNSHIP 67 SOUTH, RANGE 25 EAST
STOCK ISLAND, KEY WEST, MONROE COUNTY, FLORIDA.

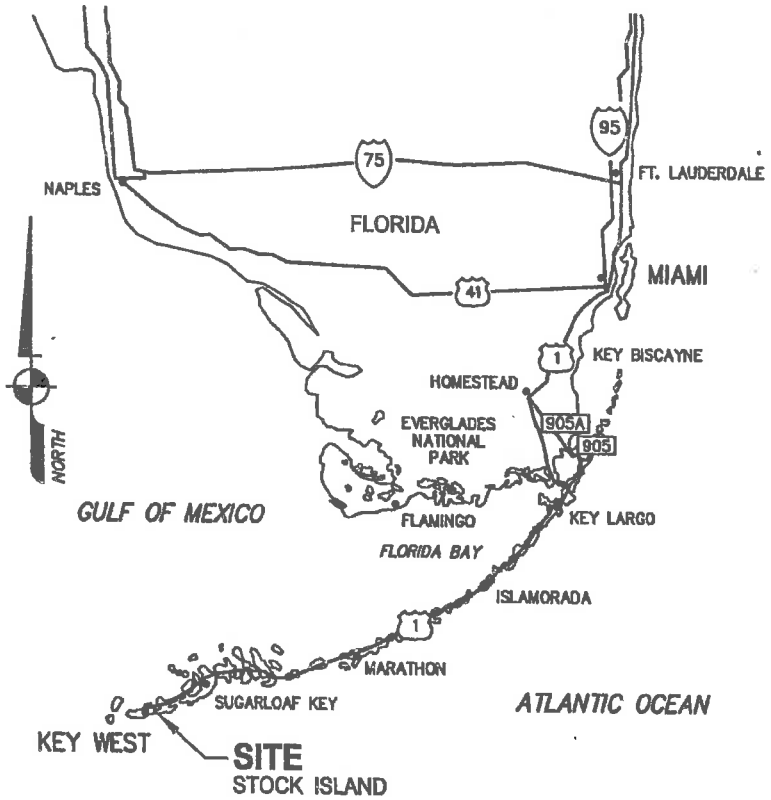
JOB #:	9681-2
SCALE:	AS SHOWN
DATE:	04/16/2015
BY:	S.A.M.
CHECKED:	K.M.C.
F.B. --	PG. --
SHEET	3 OF 60

Doc# 2063312
Bk# 2781 Pg# 1368

LOCATION SKETCH
(NOT TO SCALE)



VICINITY MAP
(NOT TO SCALE)



REVISIONS	
REVISED PER COMMENTS	7/30/15 S.A.M.
REVISED LOC. SKETCH	12/09/15 S.A.M.
REVISED DESCRIPTIONS	12/10/15 S.A.M.
VARIOUS REVISIONS	12/22/15 S.A.M.

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A CONDOMINIUM
SURVEY, PLOT PLAN
GRAPHIC DEPICTION OF IMPROVEMENTS
7009 SHRIMP ROAD
SECTION 35, TOWNSHIP 67 SOUTH, RANGE 25 EAST
STOCK ISLAND, KEY WEST, MONROE COUNTY, FLORIDA.

JOB #:	9681-2
SCALE:	AS SHOWN
DATE:	04/16/2015
BY:	S.A.M.
CHECKED:	K.M.C.
F.B. –	PG. –
SHEET	4 OF 60

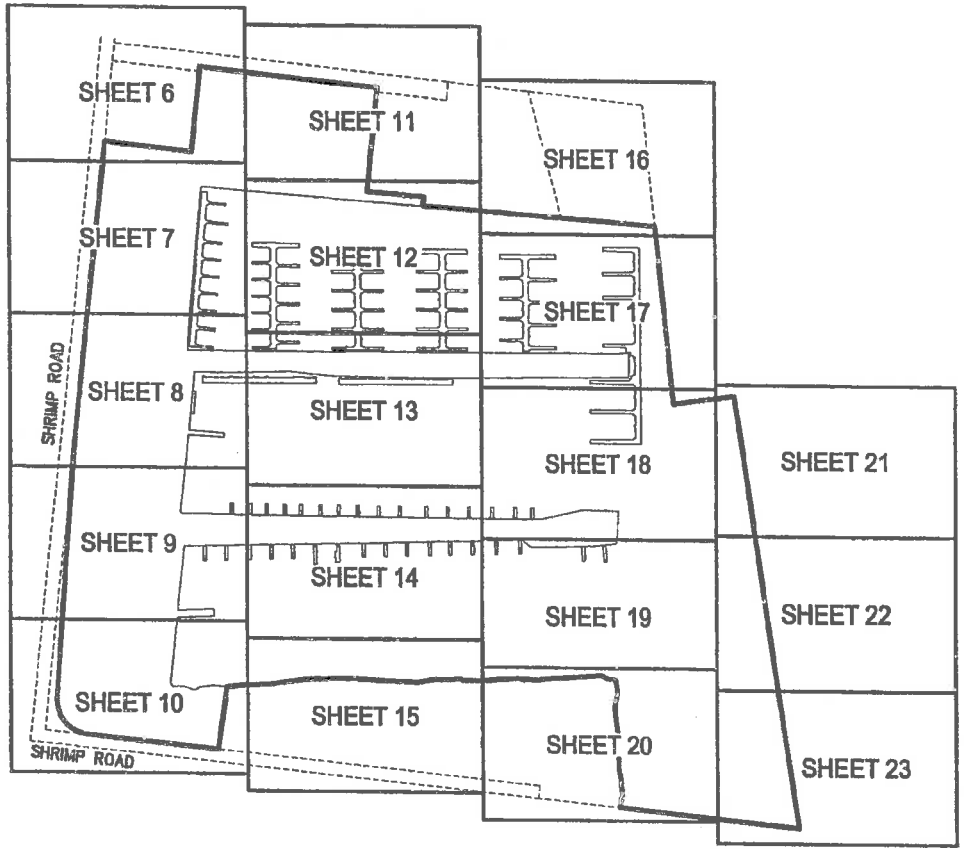
Doc# 2063312
Bk# 2781 Pg# 1369

SYMBOL LEGEND

- BACKFLOW PREVENTOR VALVE
- BOLLARD OR POST (UNLESS NOTED)
- CATCH BASIN
- CATCH BASIN
- CONCRETE UTILITY POLE
- DOUBLE DETECTOR CHECK VALVE
- DRAINAGE MANHOLE
- ELECTRICAL RECEPTACLE
- ELECTRICAL RECEPTACLE
- FIRE HYDRANT
- FLAG POLE
- GUY ANCHOR
- HANDHOLD (UNK. UTILITY)
- IRRIGATION CONTROL BOX
- IRRIGATION CONTROL VALVE
- LAMP POST
- LANDSCAPE LIGHT
- LIGHT POLE
- MONITORING WELL
- OVERHEAD WIRES
- SANITARY CLEANOUT
- SANITARY MANHOLE
- SANITARY VALVE
- SIAMESE FIRE CONNECTION
- SIGN
- SPIGOT
- TELEPHONE RISER
- UNKNOWN UTILITY MANHOLE
- WATER METER
- WATER VALVE
- WOOD UTILITY POLE
- YARD DRAIN

KEY SHEET

SURVEY, PLOT PLAN & GRAPHIC DEPICTION OF IMPROVEMENTS
(NOT TO SCALE)



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SHEET	5 OF 60

Doc# 2063312
Bk# 2781 Pg# 1370

FIFTH AVENUE
SOUTHERLY R/W LINE OF FIFTH AVENUE
S 84°02'07" E 499.98'

NORTH BOUNDARY LINE OF BLOCK 57 (PG. 1, PG. 55, M.C.R.)

P.O.C.
NORTHWEST CORNER OF BLOCK 57
McDONALD'S PLAT OF PART OF STOCK ISLAND
(P.B. 1, PG. 55, M.C.R.)

FIFTH STREET

EASTERLY R/W LINE OF FIFTH STREET

EASTERLY R/W OF SHRIMP ROAD

S 05°57'53" W 739.82' (C)

INGRESS / EGRESS EASEMENT
(O.R.B. 2499, PG. 355, M.C.R.)

N 05°56'58" E (D)
N 05°58'13" E (C)
10.00' (D&C)

S 84°02'07" E 191.50' (D) 191.68' (C)

ASPHALT PAVEMENT

FD. 1/2" LR. W/CAP (KING L.B. #2610)

FENCE ON LINE

GATE

FENCE 0.2' WEST

P.O.B.
SOUTHERLY LINE OF INGRESS/EGRESS EASEMENT
(O.R.B. 2499, PG. 355, M.C.R.)

30' EASEMENT (O.R.B. 780, PG. 1169, M.C.R.)

ASPHALT PAVEMENT

WESTERLY R/W OF SHRIMP ROAD

SHRIMP ROAD
30' R/W, TRACT 1
(O.R.B. 2030, PG. 949, M.C.R.)

173.73' (C)
173.64' (D)

S 05°57'53" W
S 06°04'00" W

WEST LINE OF T.I.I.T.F. DEED No. 20083
(O.R.B. G-65, PG. 82, M.C.R.)

LESS & EXCEPT
PORTION OF SECTION 35-67-25
(NOT INCLUDED)

183.72' (Ms)
183.64' (D)

173.64' (D)
173.72' (C)

N 05°58'13" E
N 05°56'58" E

6' CHAIN LINK FENCE

MATCH LINE (SEE SHEET 11)

NORTH

0 50 100

GRAPHIC SCALE IN FEET
1" = 50'

FD. NAIL & DISK (KING L.B. #2610)

11.0'

2.4'

S 83°56'00" E
S 84°02'07" E
S 84°02'13" E 191.67' (Ms)

191.50' (D)
191.55' (D)

57.7'

60.1'

1.5'

2.8'

CONC. WALK

(TANKS)

MASONRY WALL

CONCRETE

FENCE 0.1' EAST

FD. 1/2" LR. W/CAP (KING L.B. #2610)

MATCH LINE (SEE SHEET 7)

REVISIONS	
REVISED PER COMMENTS	7/30/15 S.A.M.
REVISED I/E REFERENCE	12/22/15 S.A.M.

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JOB #:	9681-2
SCALE:	1" = 50'
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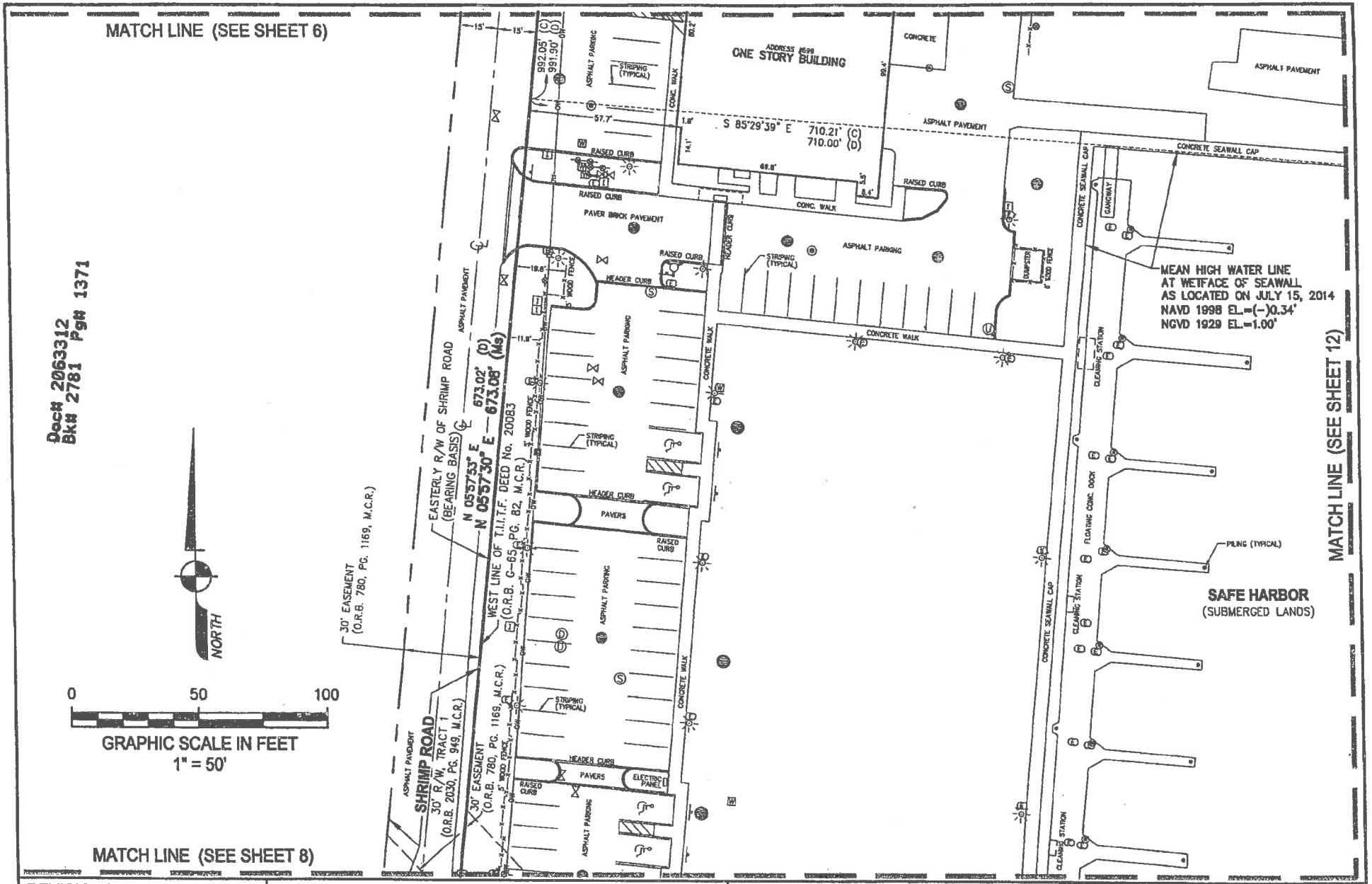
BY:	S.A.M.
CHECKED:	K.M.C.
F.B.	– PG. –
SHEET	6 OF 60



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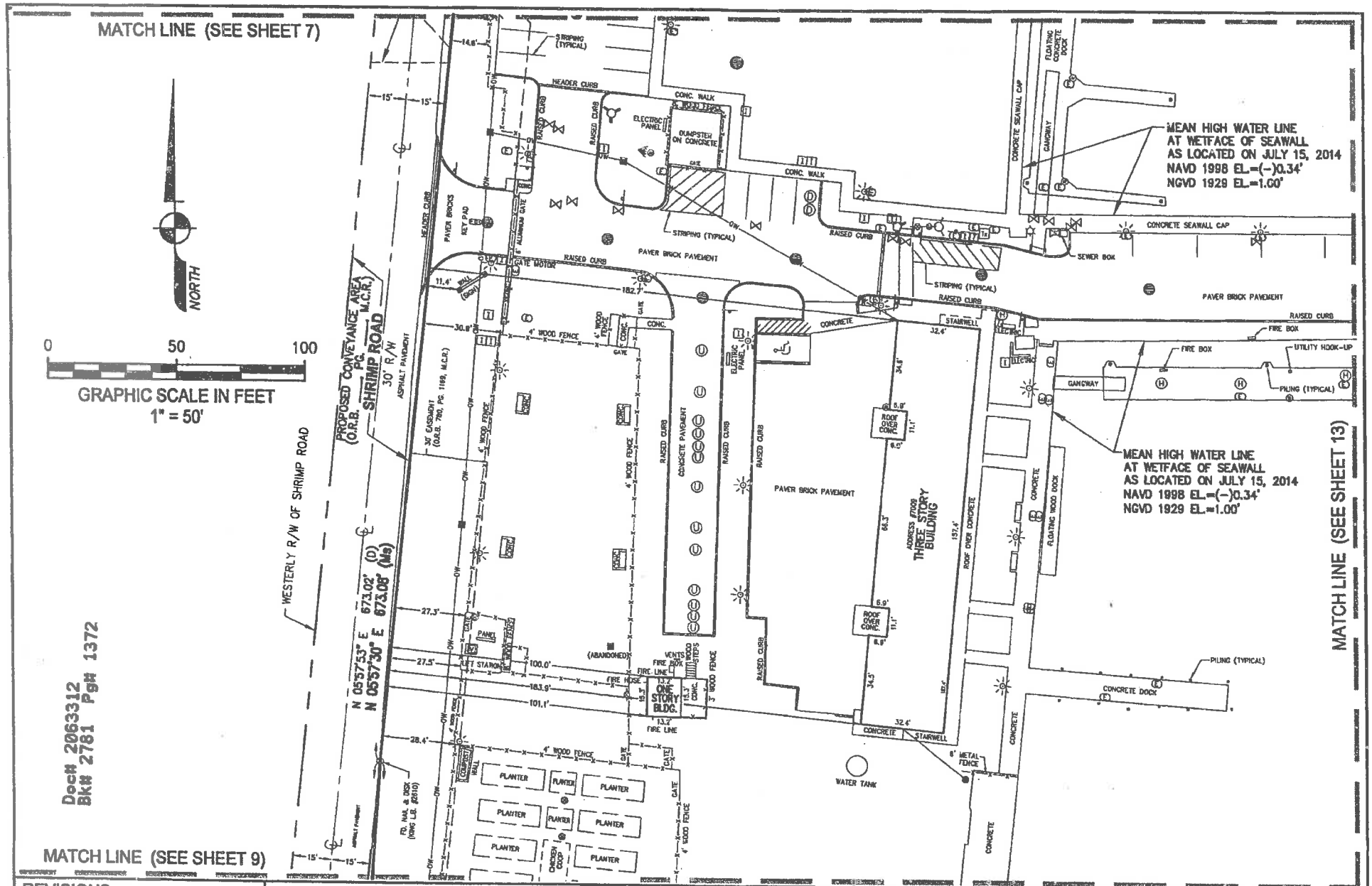
STOCK ISLAND MARINA VILLAGE
A CONDOMINIUM
SURVEY, PLOT PLAN
& GRAPHIC DEPICTION OF IMPROVEMENTS
7009 SHRIMP ROAD
SECTION 35, TOWNSHIP 67 SOUTH, RANGE 25 EAST
STOCK ISLAND, KEY WEST, MONROE COUNTY, FLORIDA.

JOB #:	9681-2
SCALE:	1" = 50'
DATE:	04/16/2015
BY:	S.A.M.
CHECKED:	K.M.C.
F.B. –	PG. –
SHEET	7 OF 60



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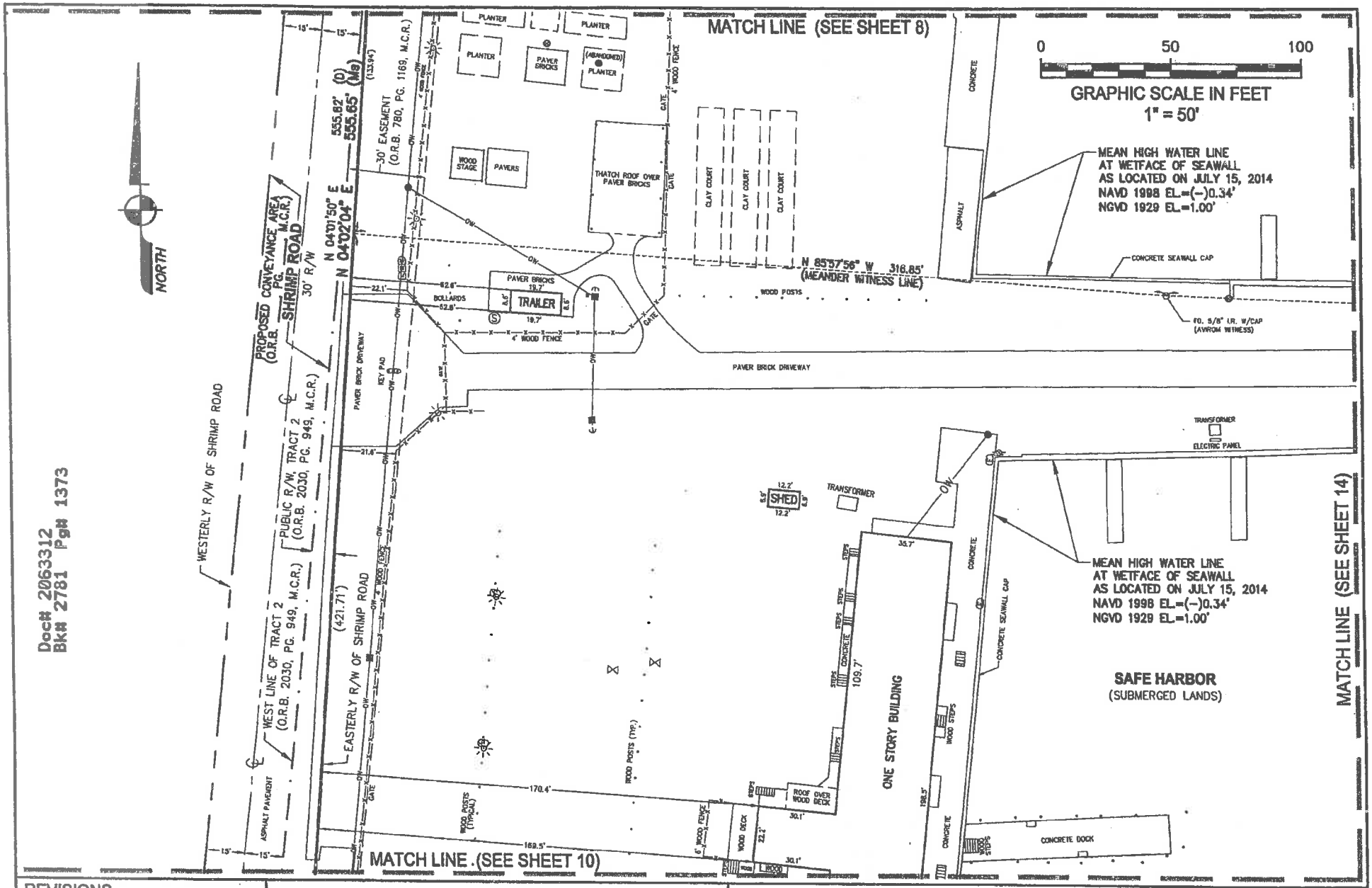
F.B. –	PG. –
SHEET	8 OF 60



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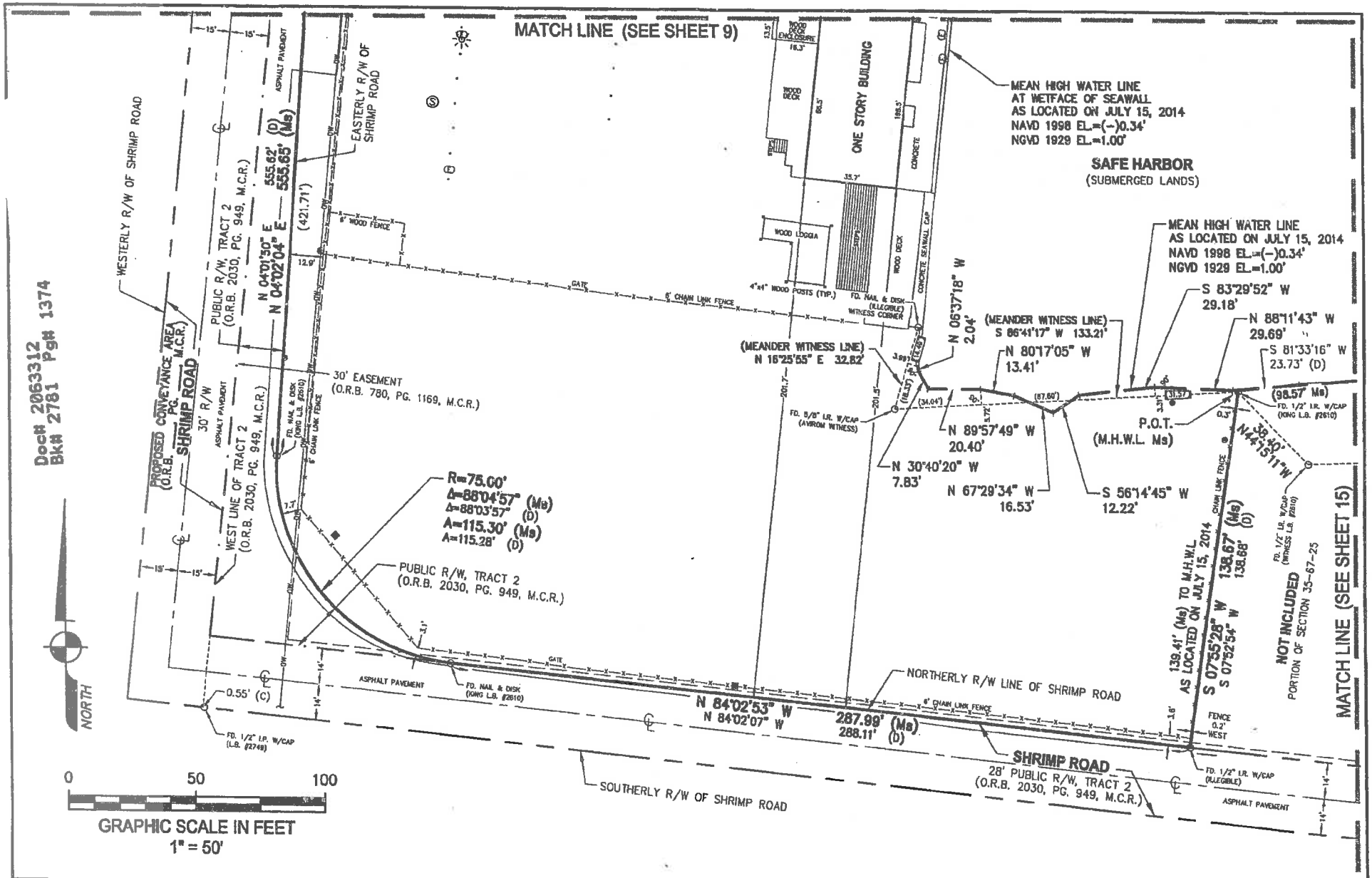
SHEET	9 OF 60



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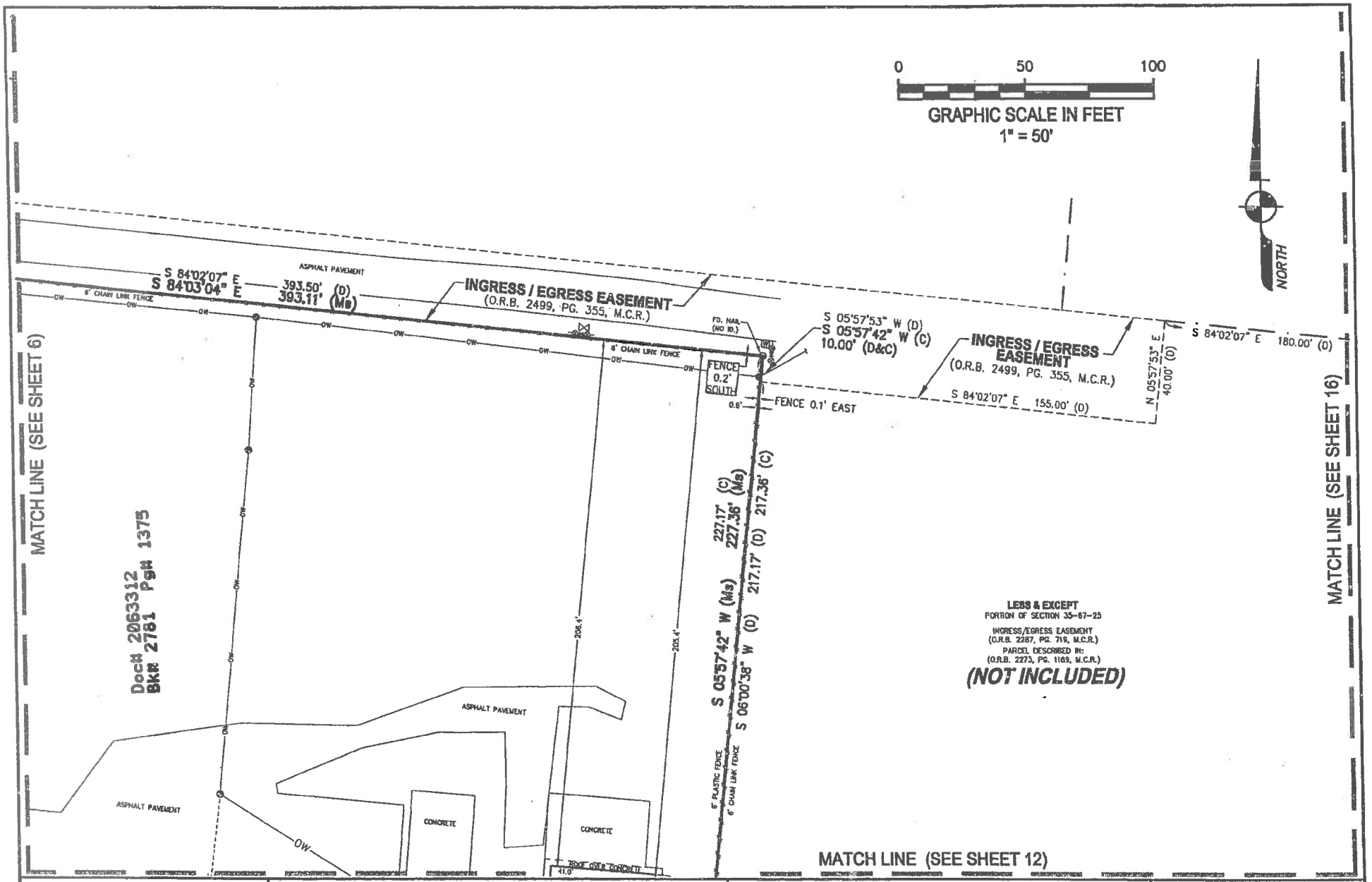

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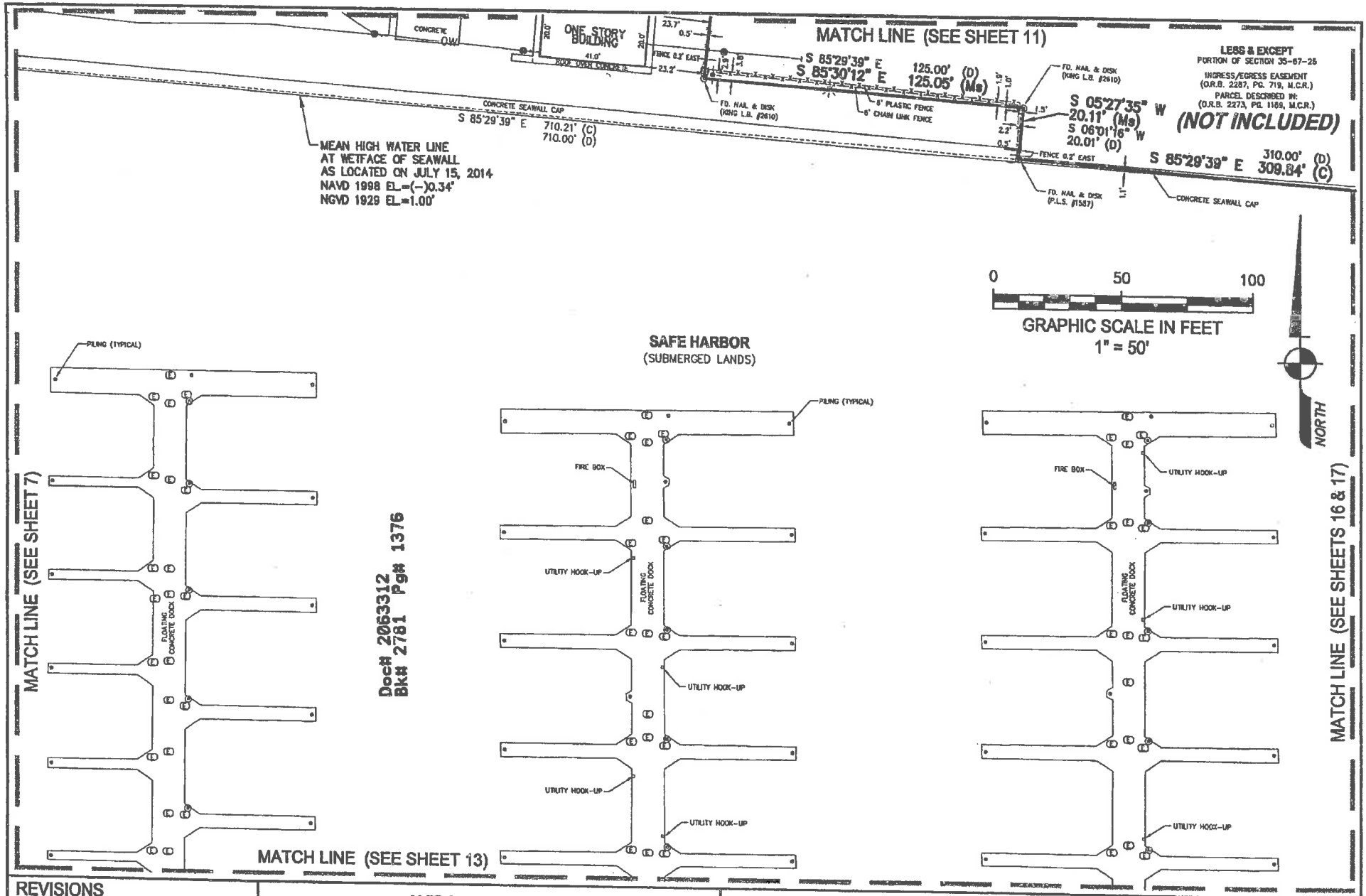

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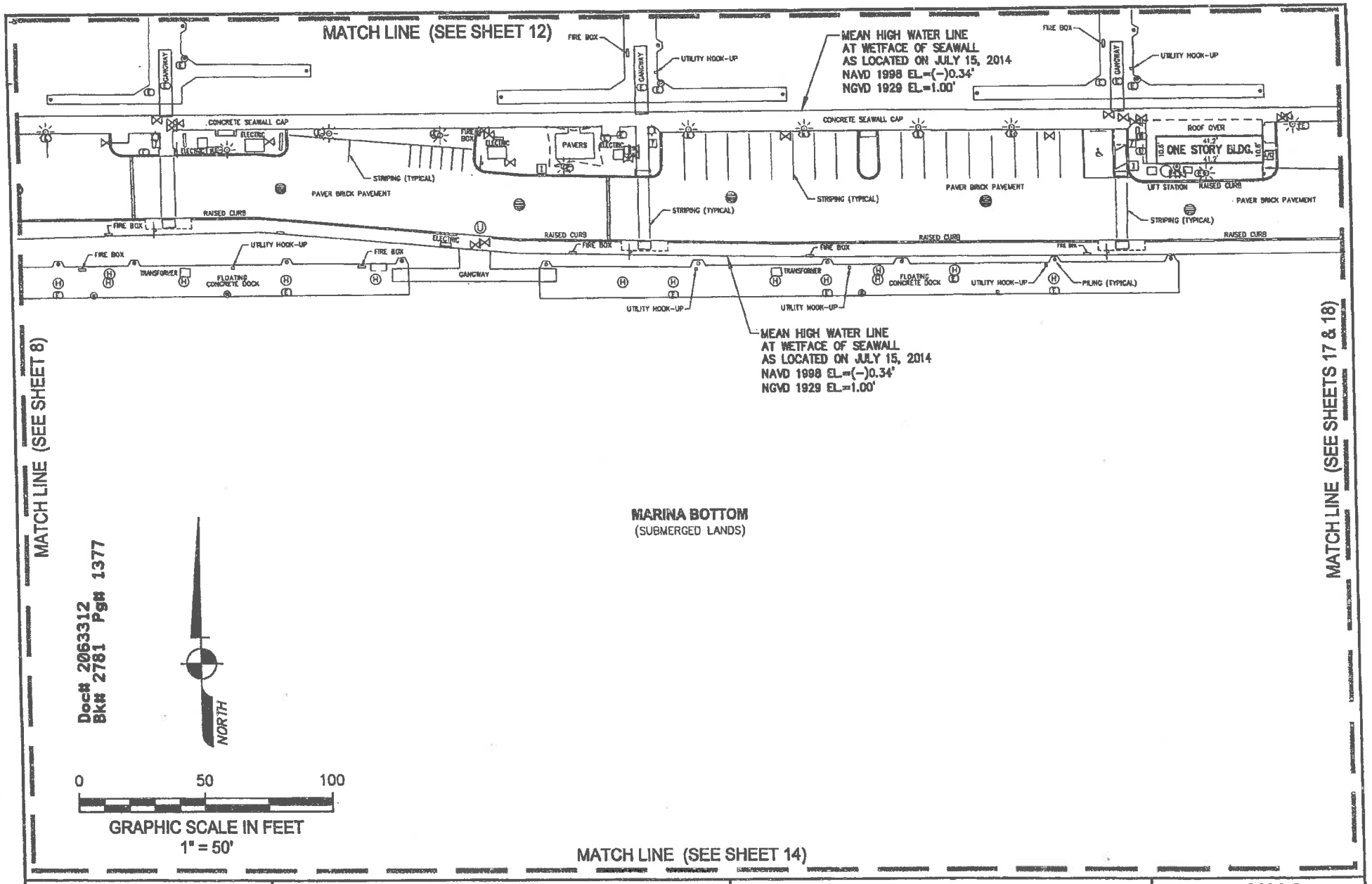

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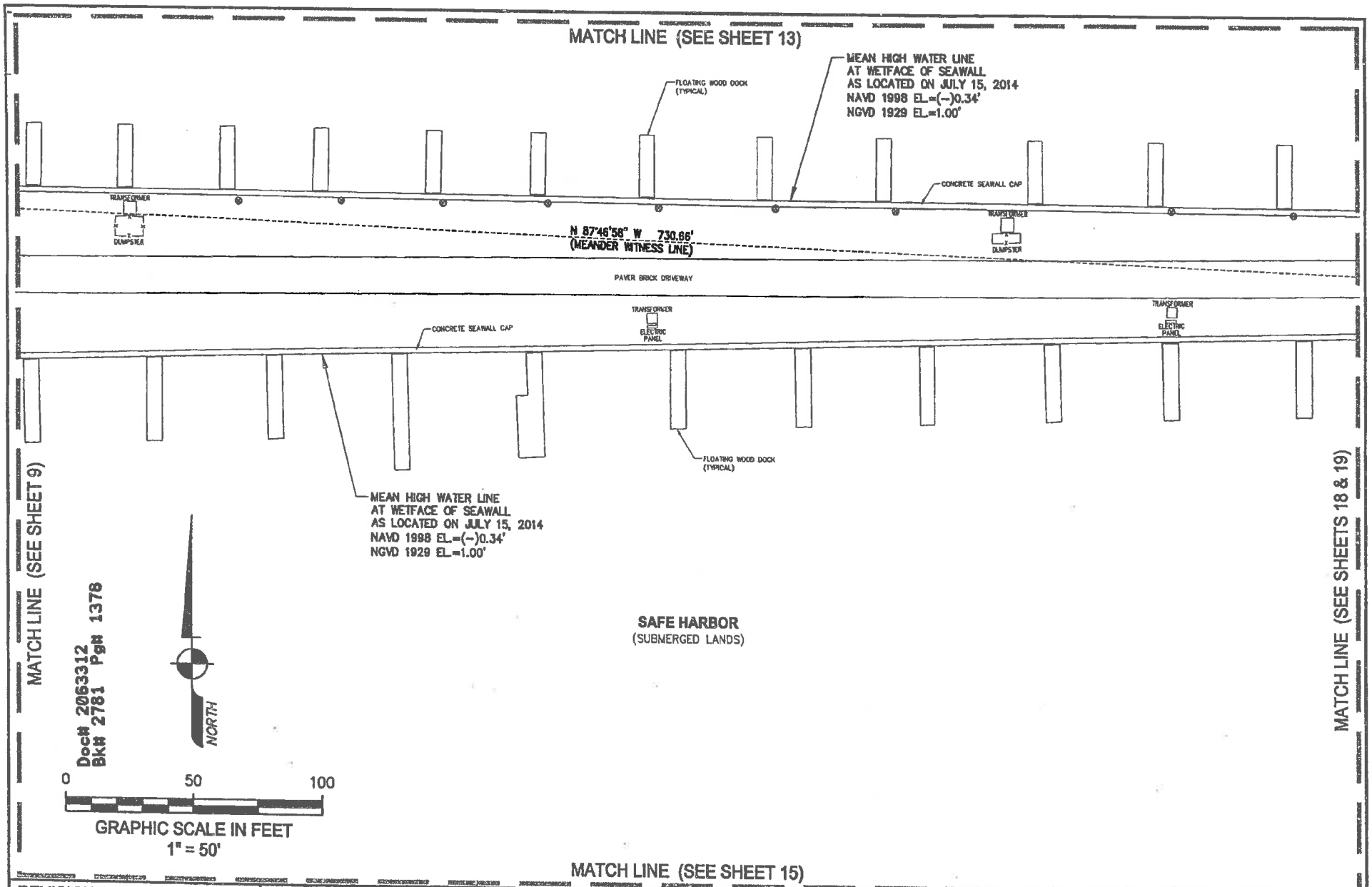

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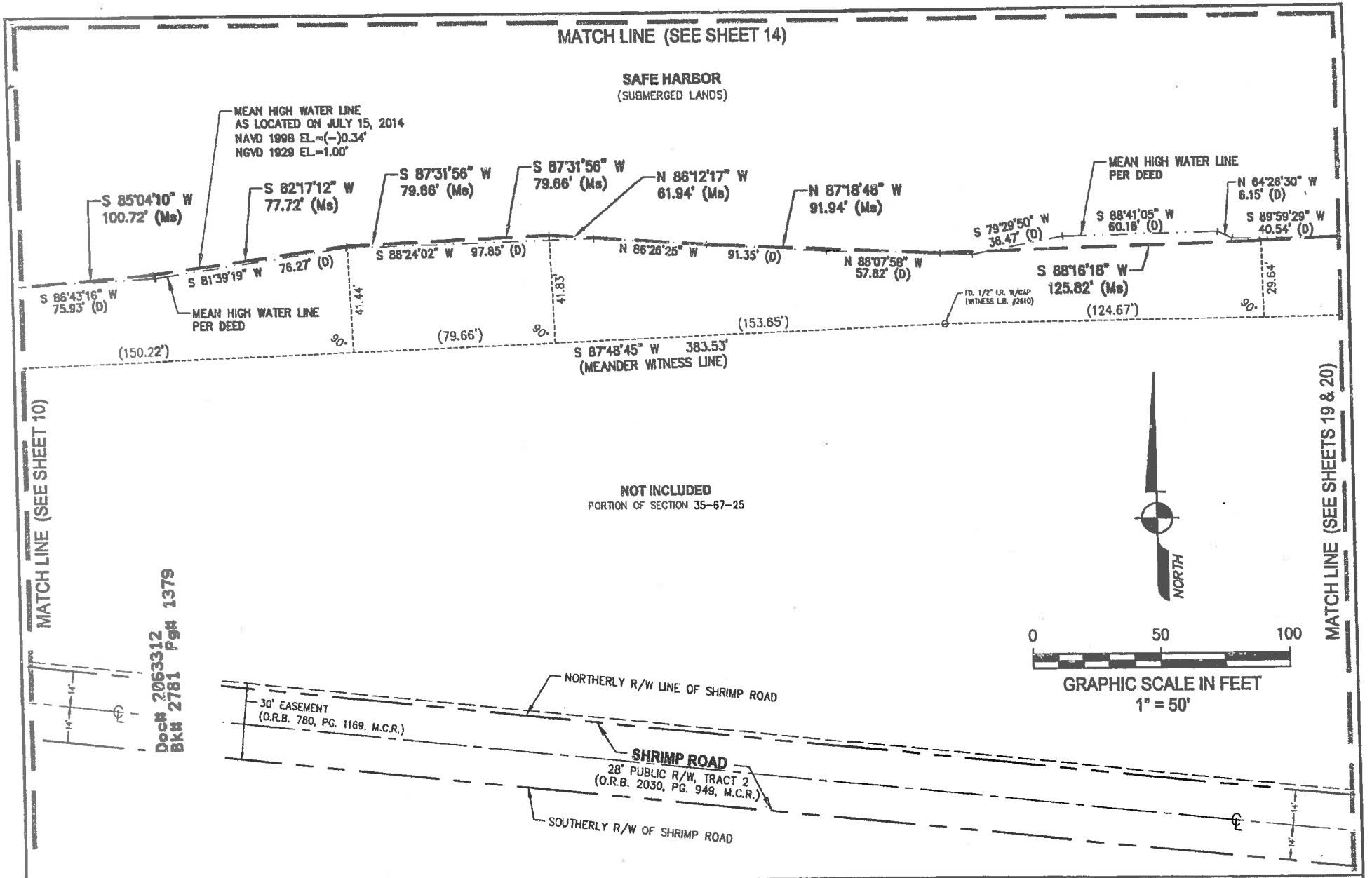

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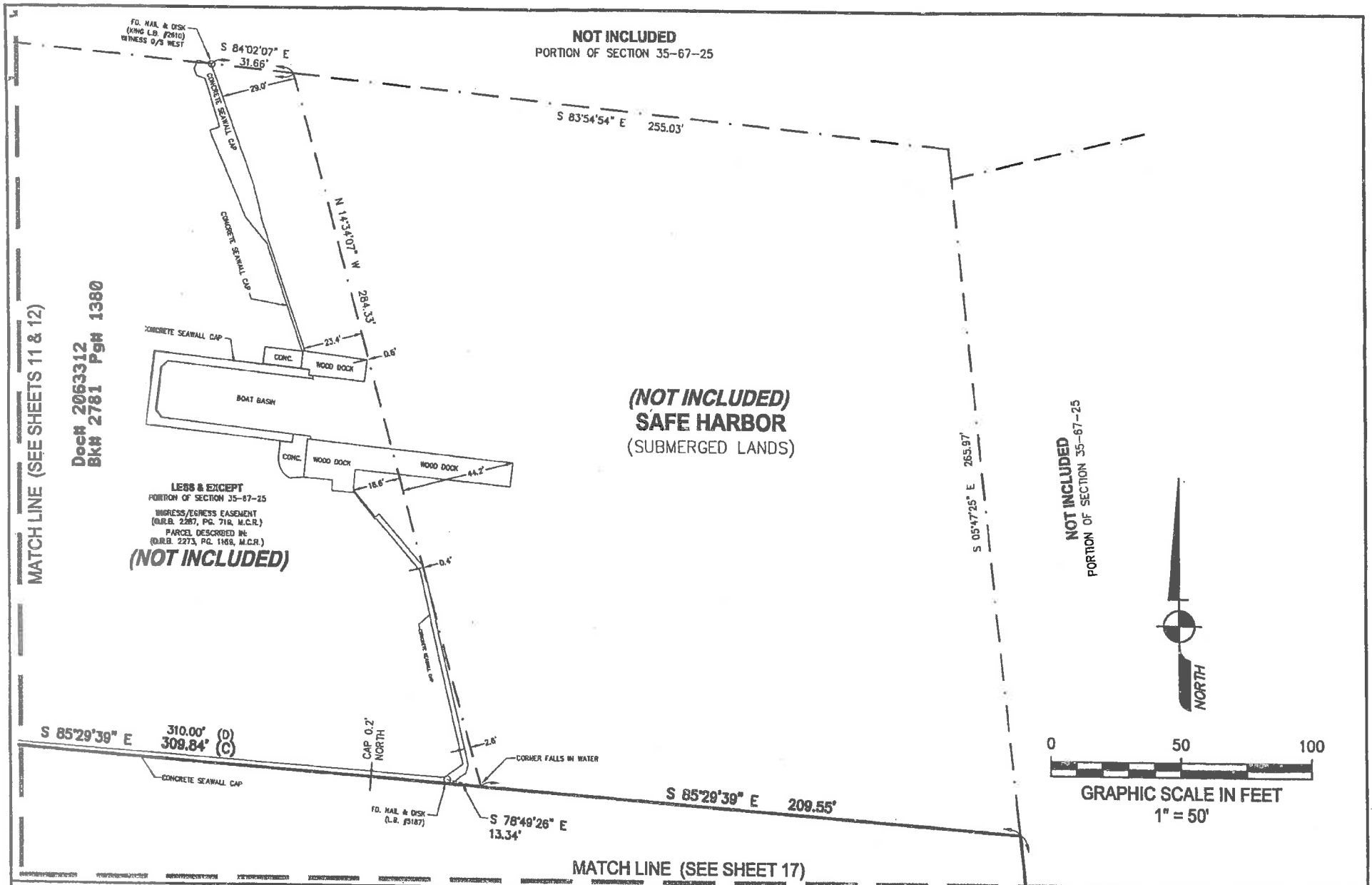

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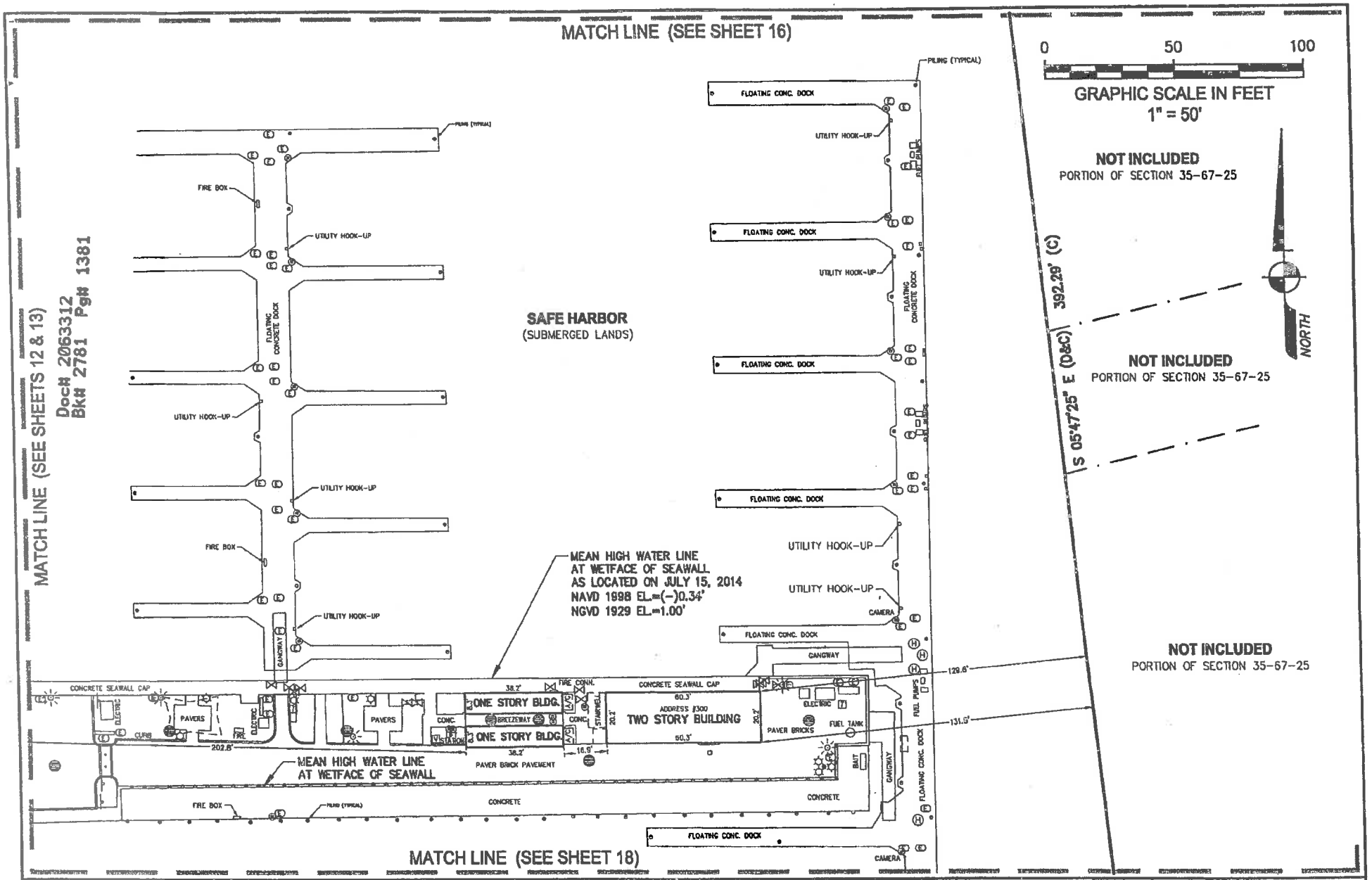

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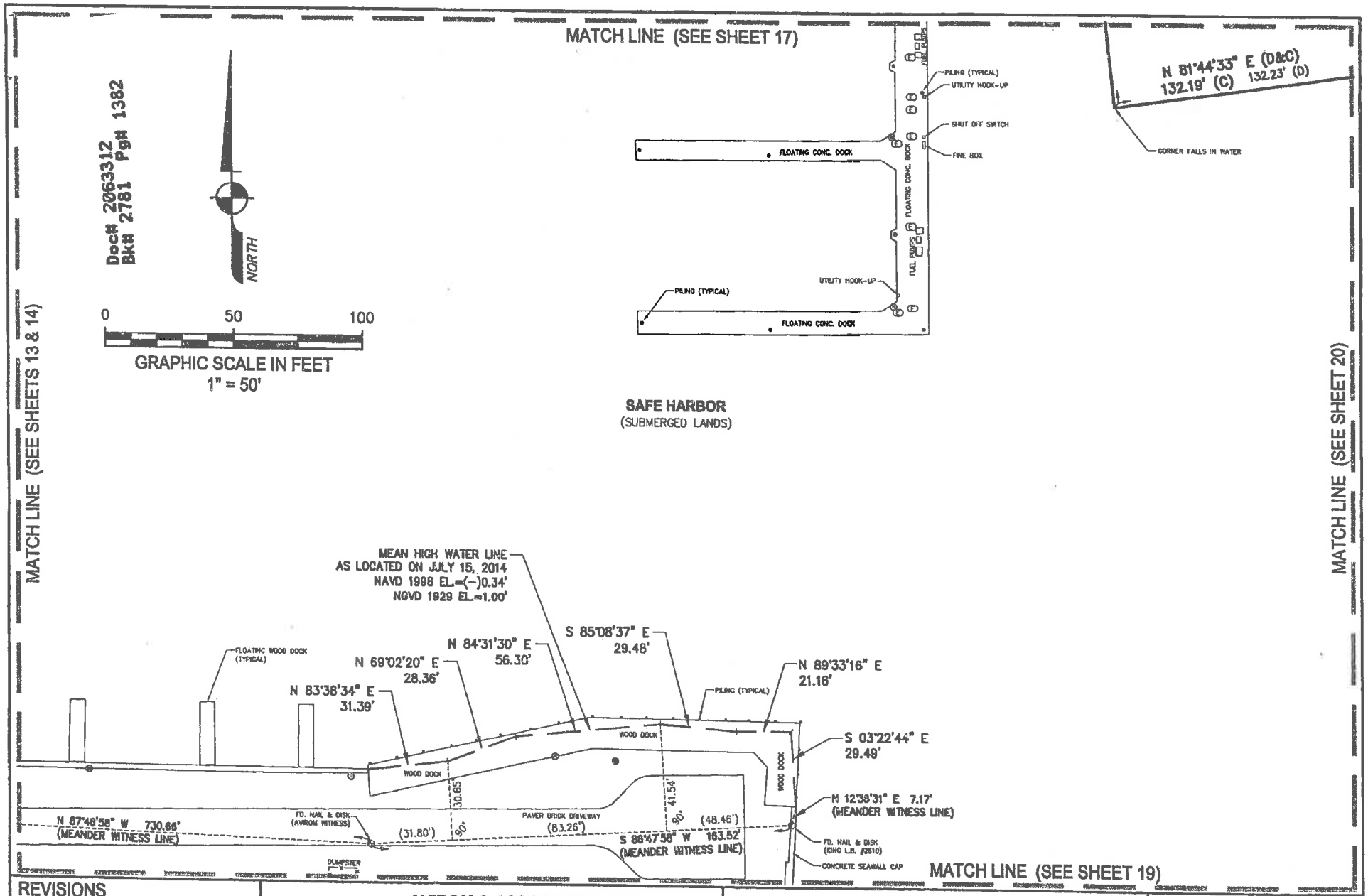

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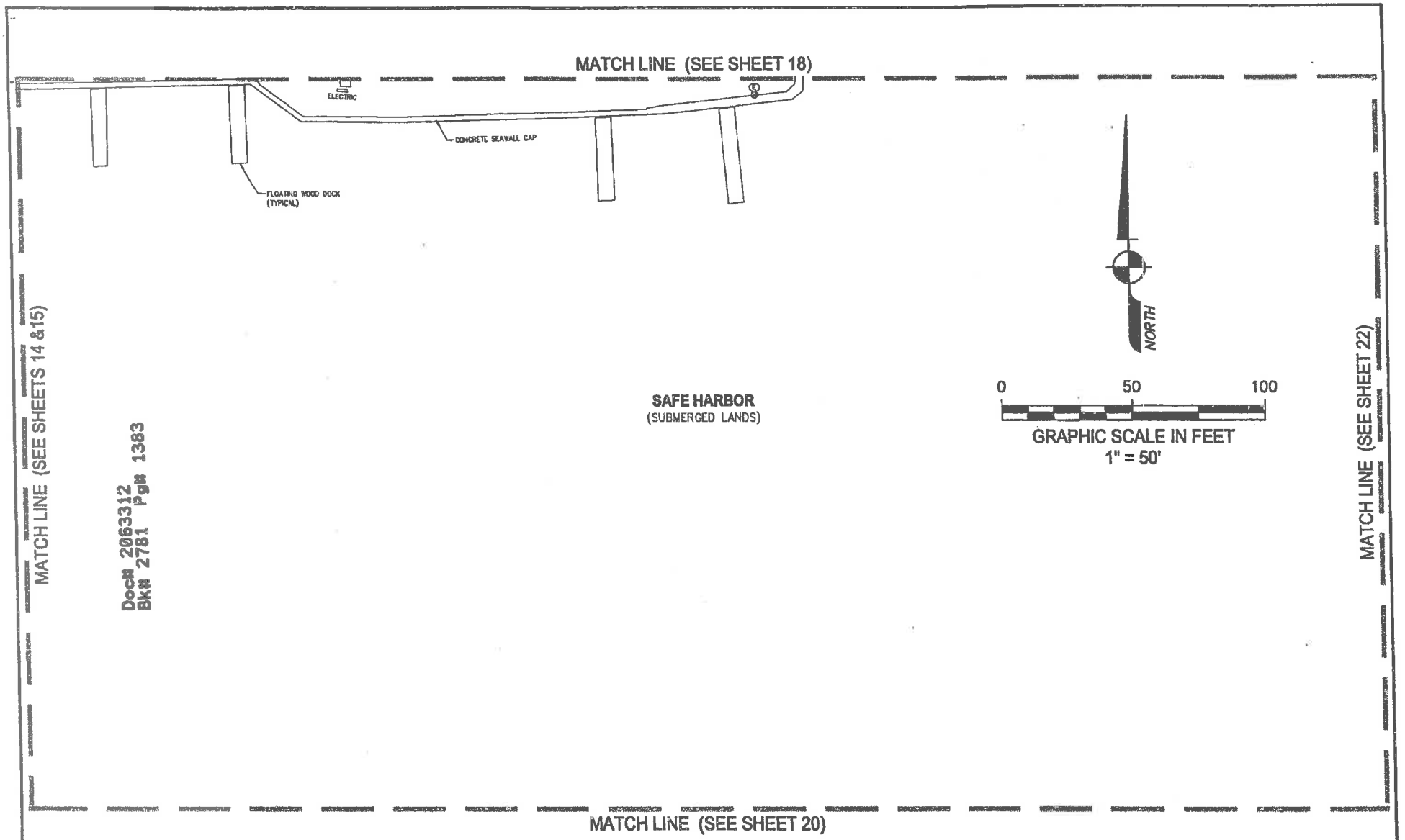

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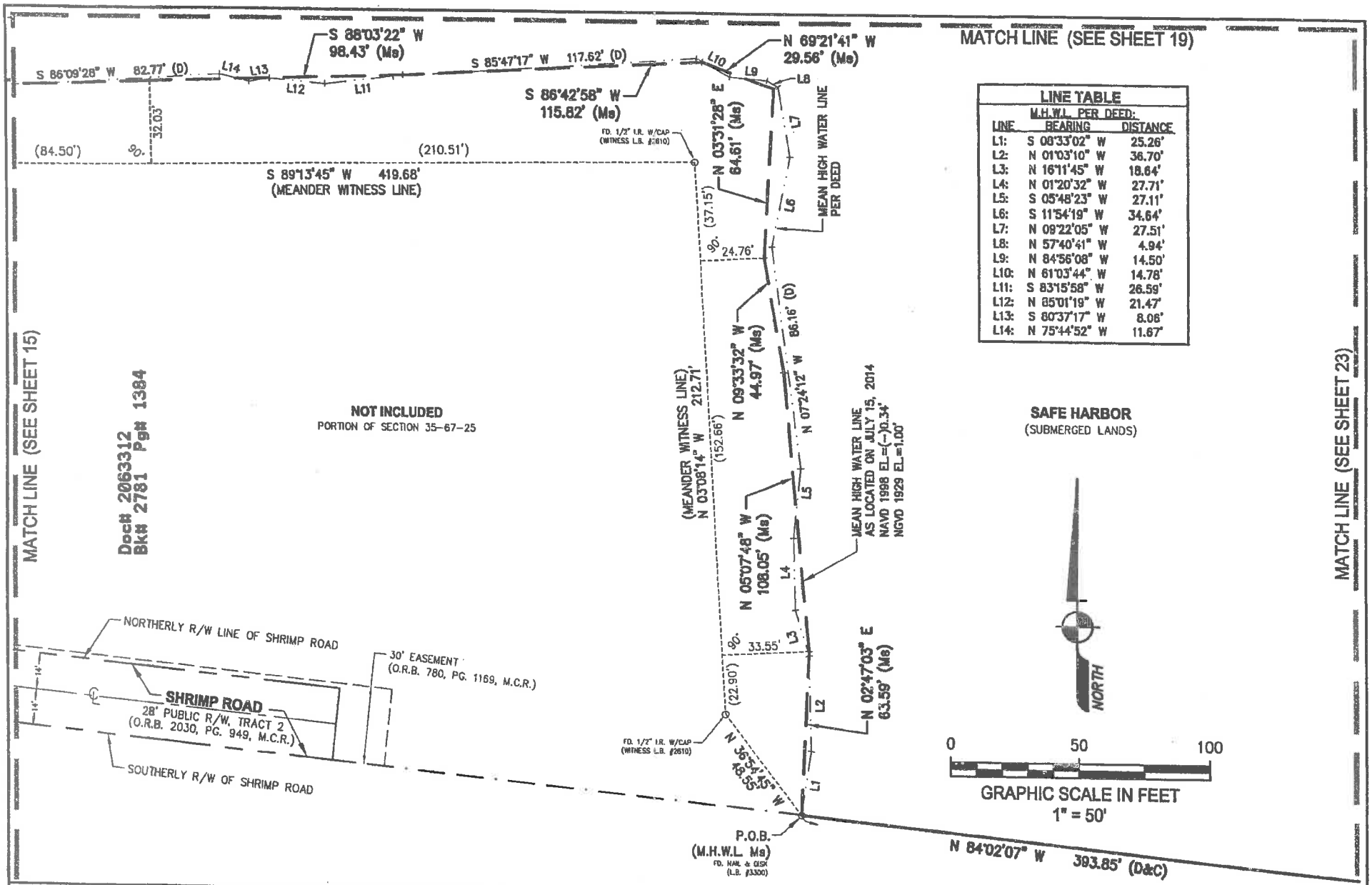

LINE TABLE

M.H.W.L. PER DEED:

LINE	BEARING	DISTANCE
L1:	S 08°33'02" W	25.26'
L2:	N 01°03'10" W	36.70'
L3:	N 16°11'45" W	18.64'
L4:	N 01°20'32" W	27.71'
L5:	S 05°48'23" W	27.11'
L6:	S 11°54'19" W	34.64'
L7:	N 09°22'05" W	27.51'
L8:	N 57°40'41" W	4.94'
L9:	N 84°56'08" W	14.50'
L10:	N 61°03'44" W	14.78'
L11:	S 83°15'58" W	26.59'
L12:	N 85°01'19" W	21.47'
L13:	S 80°37'17" W	8.06'
L14:	N 75°44'52" W	11.67'

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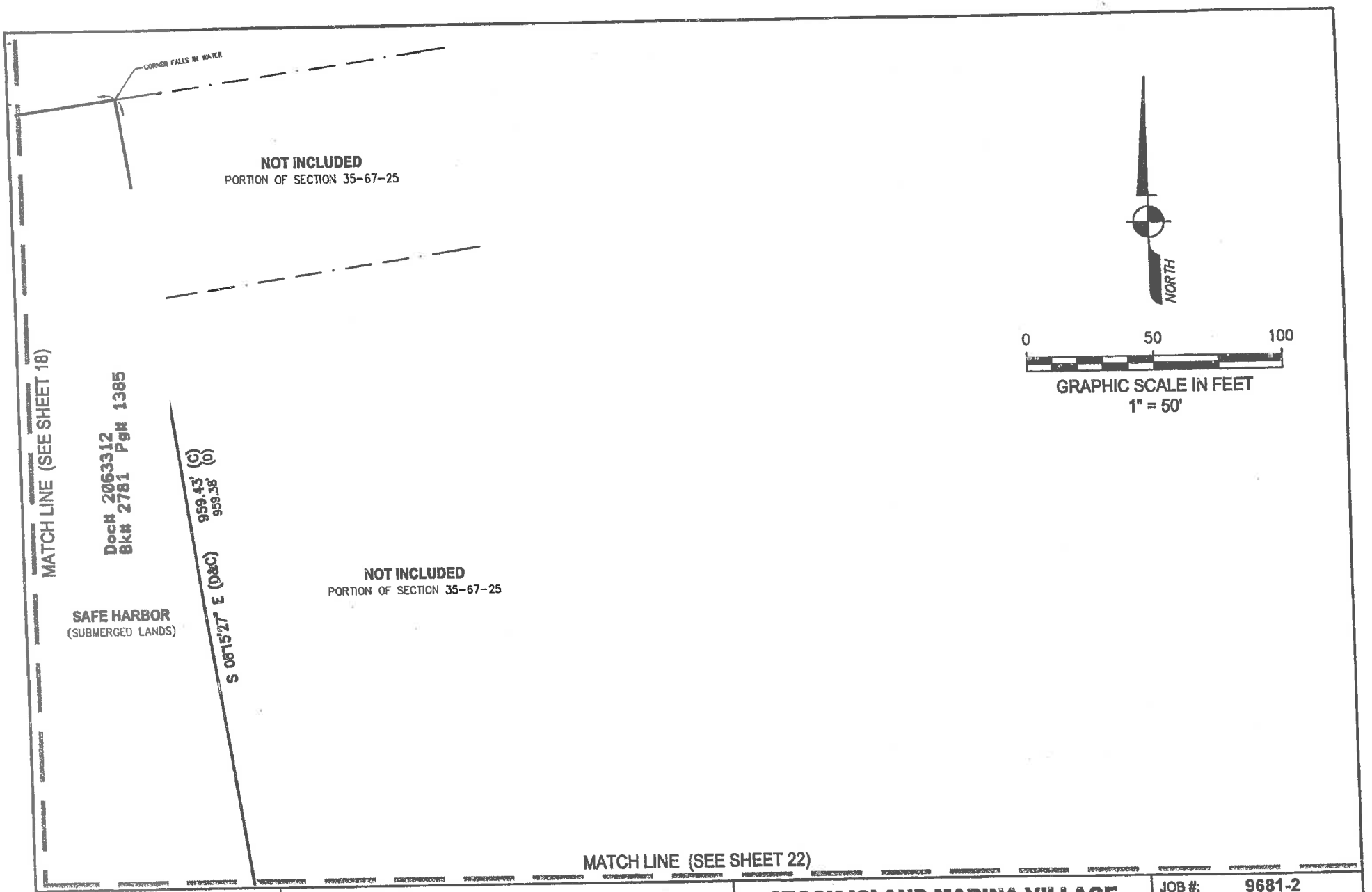

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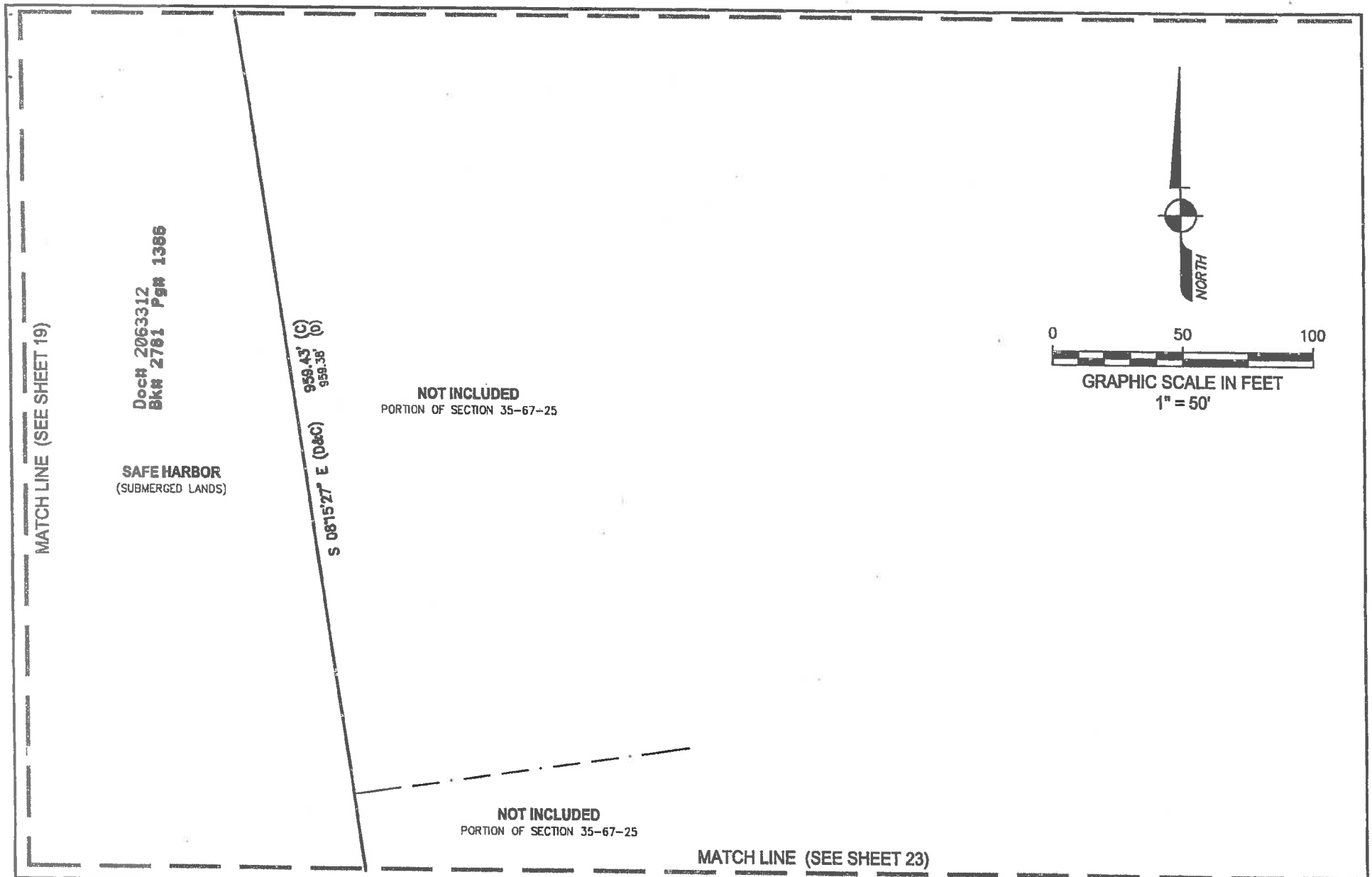

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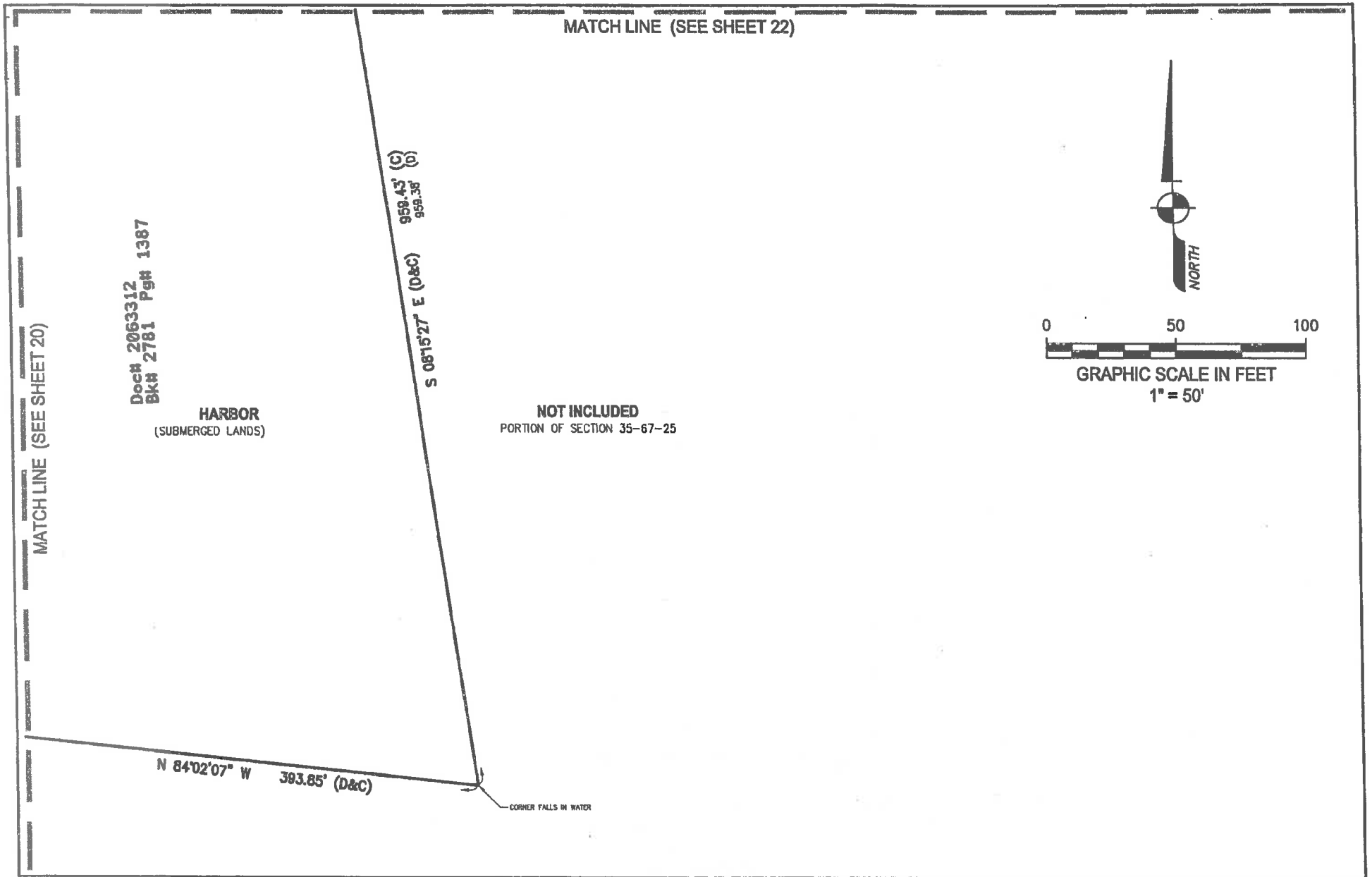
F.B. –	PG. –
SHEET	22 OF 60



REVISIONS	
REVISED PER COMMENTS	7/30/15 S.A.M.
REVISED I/E REFERENCE	12/22/15 S.A.M.

AVIROM & ASSOCIATES, INC.
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BOCA RATON, FLORIDA 33432
TEL. (561) 392-2594, FAX (561) 394-7125
www.AVIROM-SURVEY.com

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STOCK ISLAND MARINA VILLAGE
A CONDOMINIUM
SURVEY, PLOT PLAN
& GRAPHIC DEPICTION OF IMPROVEMENTS
7009 SHRIMP ROAD
SECTION 35, TOWNSHIP 67 SOUTH, RANGE 25 EAST
STOCK ISLAND, KEY WEST, MONROE COUNTY, FLORIDA.

JOB #:	9681-2
SCALE:	1" = 50'
DATE:	04/16/2015
BY:	S.A.M.
CHECKED:	K.M.C.
F.B. –	PG. –
SHEET	23 OF 60

AREA TABULATION

UNIT 1 :	31,537 S.F. /	0.724 ACRES
UNIT 2 :	59,791 S.F. /	1.373 ACRES
UNIT 3 :	15,649 S.F. /	0.359 ACRES
UNIT 4 :	67,482 S.F. /	1.549 ACRES
UNIT 5 :	18,195 S.F. /	0.418 ACRES
UNIT 6 :	25,229 S.F. /	0.579 ACRES
UNIT 7 :	37,401 S.F. /	0.859 ACRES
UNIT 8 :	53,663 S.F. /	1.232 ACRES
UNIT 9 :	59,104 S.F. /	1.357 ACRES
UNIT 10 :	1,234,120 S.F. /	28.331 ACRES
C.E. :	159,947 S.F. /	3.672 ACRES
L.C.E. :	2,475 S.F. /	0.057 ACRES
TOTAL:	1,764,593 S.F. /	40.510 ACRES

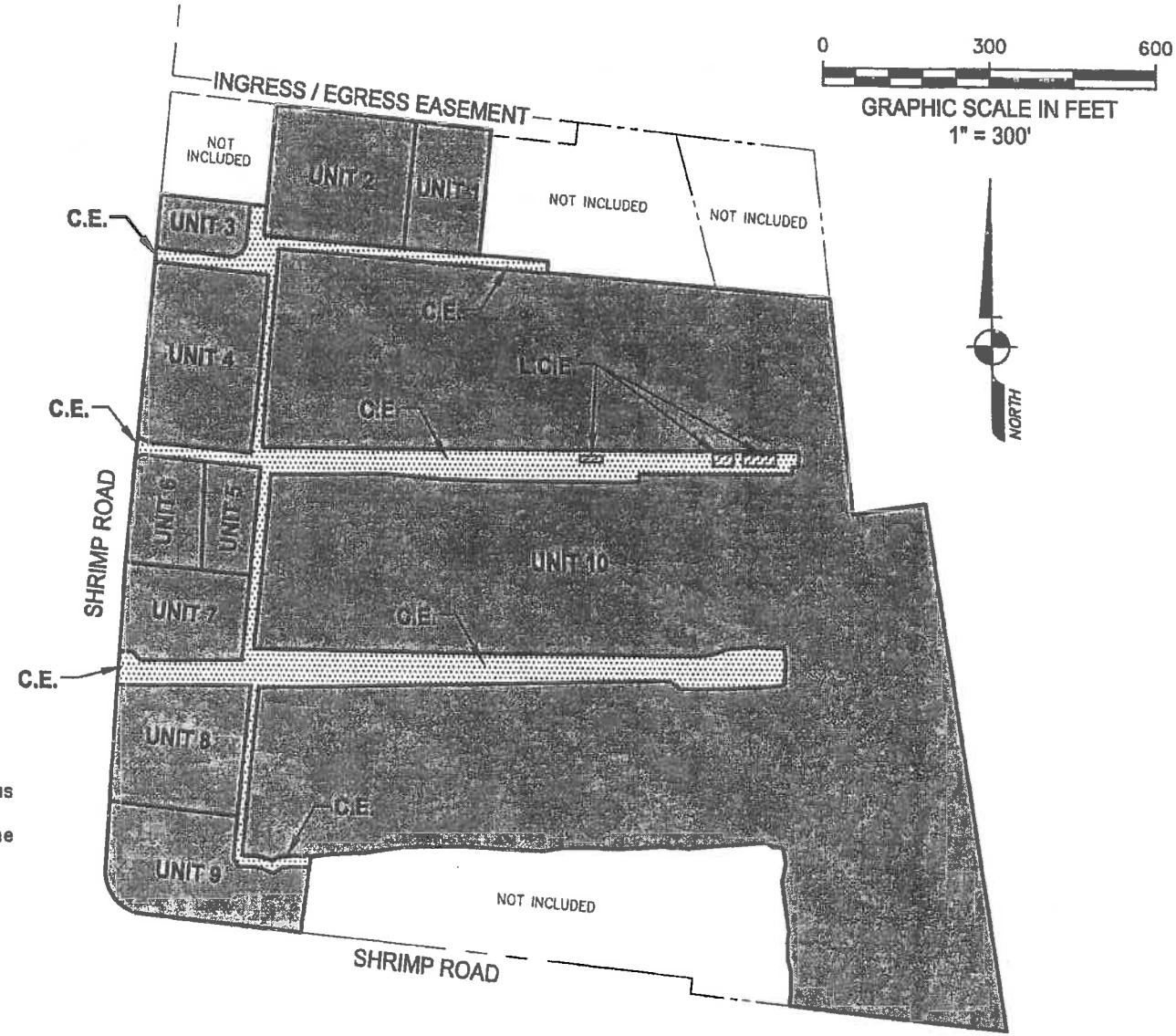
Doc# 2063312
Bk# 2781 Pg# 1388

ABBREVIATION LEGEND:

C.E. = Common Element
L.C.E. = Limited Common Element
S.F. = Square Feet

GENERAL NOTES:

1. All elements of the subject property are as noted and labeled.
2. For all pertinent information refer to the Declaration of Condominium.
3. Element Hachure Legend:
   - Represents Common Element
   - Represents Limited Common Element
   - Represents Unit



REVISIONS	
REVISED PER COMMENTS	7/30/15 S.A.M.
REVISED ACREAGE TAB	8/17/15 S.A.M.
REVISED DESCRIPTIONS	12/10/15 S.A.M.
VARIOUS REVISIONS	12/22/15 S.A.M.
VARIOUS REVISIONS	1/08/16 S.A.M.

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STOCK ISLAND MARINA VILLAGE
A CONDOMINIUM
SURVEY, PLOT PLAN &
GRAPHIC DEPICTION OF IMPROVEMENTS
7009 SHRIMP ROAD
SECTION 35, TOWNSHIP 67 SOUTH, RANGE 25 EAST
STOCK ISLAND, KEY WEST, MONROE COUNTY, FLORIDA.

JOB #:	9681-2
SCALE:	1" = 300'
DATE:	04/16/2015
BY:	S.A.M.
CHECKED:	M.D.A.
F.B.	– PG. –
SHEET	24 OF 60

LAND DESCRIPTIO

Doc# 2063312
Bk# 2781 Pg# 1389

UNIT 1:

A portion of Section 35, Township 67 South, Range 25 East, Monroe County, Florida, being a parcel of land on Stock Island, described as follows:

COMMENCE at the northwest corner of Block 57, McDONALD'S PLAT OF A PART OF STOCK ISLAND, according to the Plat thereof, as recorded in Plat Book 1, Page 55, of the Public Records of Monroe County, Florida; thence S 84°02'07" E along the north boundary line of said Block 57, a distance of 499.98 feet to the east right-of-way line of Shrimp Road (a 30 foot wide right-of-way); thence S 05°57'53" W along said easterly right-of-way line, 729.82 feet to the southerly line of a 30 foot wide Ingress/Egress Easement recorded in Official Records Book 2499, Page 355, of said Public Records of Monroe County, Florida; thence S 84°02'07" E along the southerly line of said Ingress/Egress Easement, 191.68 feet; thence S 84°03'04" E continuing along said southerly line, also being the north line of Unit 2, STOCK ISLAND MARINA VILLAGE, A CONDOMINIUM, a distance of 255.99 feet to the POINT OF BEGINNING; thence continue S 84°03'04" E along the southerly line of said Ingress/Egress Easement, 137.12 feet; thence S 05°57'42" W, 227.36 feet to the north line of Common Element, STOCK ISLAND MARINA VILLAGE, A CONDOMINIUM; thence N 85°29'39" W along the north line of said Common Element, 138.25 feet to the east line of said Unit 2; thence N 06°13'53" E along the east line of said Unit 2, a distance of 230.84 feet to the POINT OF BEGINNING.

Said lands lying and situate in Monroe County, Florida, containing 31,537 square feet (0.724 acres), more or less.

TOGETHER WITH:

An easement for ingress and egress over and upon the following described property, recorded in Official Records Book 1239, at Page 464, Official Records Book 2287, at Page 719, and in Official Records Book 2499, at Page 355, more particularly described as follows:

A parcel of land lying in Section 35, Township 67 South, Range 25 East, Monroe County, Florida, being more particularly describes as follows:

COMMENCE at the northwest corner of Block 57 of McDONALD'S PLAT OF A PART OF STOCK ISLAND, as recorded in Plat Book 1, Page 55, of the Public Records of Monroe County, Florida; thence along the southerly right-of-way line of Fifth Avenue, South 84°02'07" East, a distance of 499.98 feet to the west line of Trustees Deed No. 20083 as recorded in Official Records Book G-65, Page 82; thence leaving said line South 05°57'53" West along said line, a distance of 699.82 feet to the POINT OF BEGINNING; thence South 84°02'07" East, parallel with the southerly line of said Fifth Avenue, a distance of 740.00 feet; thence South 05°57'53" West, a distance of 40.00 feet; thence North 84°02'07" West, a distance of 155.00 feet; thence North 05°57'53" East, a distance of 10.00 feet; thence North 84°02'07" West, a distance of 585.00 feet to the west line of said Trustees Deed; thence North 05°57'53" East along said line, a distance of 30.00 feet to the POINT OF BEGINNING.

REVISIONS	
REVISED PER COMMENTS	7/30/15 S.A.M.
ADD I/E ESMT. DESC.	12/22/2015 S.A.M.

AVIROM & ASSOCIATES, INC.
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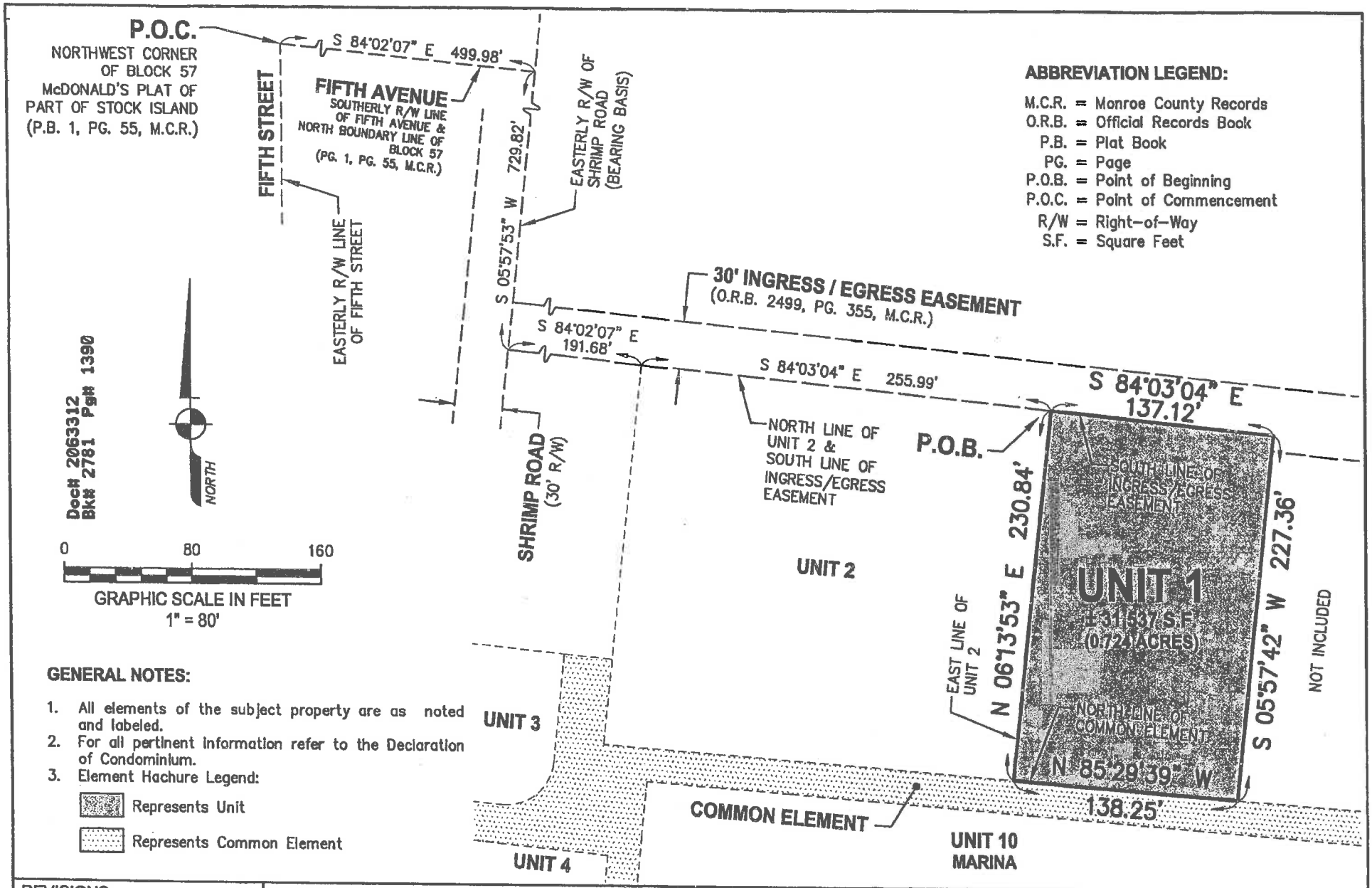
STOCK ISLAND MARINA VILLAGE
A CONDOMINIUM
UNIT 1

7009 SHRIMP ROAD
SECTION 35, TOWNSHIP 67 SOUTH, RANGE 25 EAST
STOCK ISLAND, KEY WEST, MONROE COUNTY, FLORIDA.

JOB #:	9681-2
SCALE:	AS SHOWN
DATE:	04/16/2015
BY:	S.A.M.
CHECKED:	K.M.C.
F.B.	-- PG. --
SHEET	25 OF 60



ABBREVIATION LEGEND:

M.C.R. = Monroe County Records
O.R.B. = Official Records Book
P.B. = Plat Book
PG. = Page
P.O.B. = Point of Beginning
P.O.C. = Point of Commencement
R/W = Right-of-Way
S.F. = Square Feet

GENERAL NOTES:

1. All elements of the subject property are as noted and labeled.
2. For all pertinent information refer to the Declaration of Condominium.
3. Element Hachure Legend:
   - Represents Unit
   - Represents Common Element

REVISIONS	
REVISED PER COMMENTS	7/30/15 S.A.M.
ADD I/E ESMT. DESC.	12/22/2015 S.A.M.

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STOCK ISLAND MARINA VILLAGE
A CONDOMINIUM
UNIT 1

7009 SHRIMP ROAD
SECTION 35, TOWNSHIP 67 SOUTH, RANGE 25 EAST
STOCK ISLAND, KEY WEST, MONROE COUNTY, FLORIDA.

JOB #:	9681-2
SCALE:	1" = 80'
DATE:	04/16/2015
BY:	S.A.M.
CHECKED:	K.M.C.
F.B. –	PG. –
SHEET	26 OF 60

LAND DESCRIPTION:

Doc# 2063312
Bk# 2781 Pg# 1391

UNIT 2:

A portion of Section 35, Township 67 South, Range 25 East, Monroe County, Florida, being a parcel of land on Stock Island, described as follows:

COMMENCE at the northwest corner of Block 57, McDONALD'S PLAT OF A PART OF STOCK ISLAND, according to the Plat thereof, as recorded in Plat Book 1, Page 55, of the Public Records of Monroe County, Florida; thence S 84°02'07" E along the north boundary line of said Block 57, a distance of 499.98 feet to the east right-of-way line of Shrimp Road (a 30 foot wide right-of-way); thence S 05°57'53" W along said easterly right-of-way line, 729.82 feet to the southerly line of a 30 foot wide Ingress/Egress Easement recorded in Official Records Book 2499, Page 355, of said Public Records of Monroe County, Florida; thence S 84°02'07" E along the southerly line of said Ingress/Egress Easement, 191.68 feet to the POINT OF BEGINNING; thence S 84°03'04" E, 255.99 feet to the west line of Unit 1, STOCK ISLAND MARINA VILLAGE, A CONDOMINIUM; thence S 06°13'53" W along the west line of said Unit 1, a distance of 230.84 feet to the north line of Common Element, STOCK ISLAND MARINA VILLAGE, A CONDOMINIUM; thence N 85°29'39" W along the north line of said Common Element, 255.02 feet to the east line of said Common Element; thence N 05°58'13" E along the east line of said Common Element and its northerly extension, a distance of 237.26 feet to the POINT OF BEGINNING.

Said lands lying and situate in Monroe County, Florida, containing 59,791 square feet (1.373 acres), more or less.

TOGETHER WITH:

An easement for ingress and egress over and upon the following described property, recorded in Official Records Book 1239, at Page 464, Official Records Book 2287, at Page 719, and in Official Records Book 2499, at Page 355, more particularly described as follows:

A parcel of land lying in Section 35, Township 67 South, Range 25 East, Monroe County, Florida, being more particularly describes as follows:

COMMENCE at the northwest corner of Block 57 of McDONALD'S PLAT OF A PART OF STOCK ISLAND, as recorded in Plat Book 1, Page 55, of the Public Records of Monroe County, Florida; thence along the southerly right-of-way line of Fifth Avenue, South 84°02'07" East, a distance of 499.98 feet to the west line of Trustees Deed No. 20083 as recorded in Official Records Book G-65, Page 82; thence leaving said line South 05°57'53" West along said line, a distance of 699.82 feet to the POINT OF BEGINNING; thence South 84°02'07" East, parallel with the southerly line of said Fifth Avenue, a distance of 740.00 feet; thence South 05°57'53" West, a distance of 40.00 feet; thence North 84°02'07" West, a distance of 155.00 feet; thence North 05°57'53" East, a distance of 10.00 feet; thence North 84°02'07" West, a distance of 585.00 feet to the west line of said Trustees Deed; thence North 05°57'53" East along said line, a distance of 30.00 feet to the POINT OF BEGINNING.

REVISIONS	
REVISED PER COMMENTS	7/30/15 S.A.M.
REVISED DESCRIPTION	11/18/15 S.A.M.
ADD I/E ESMT. DESC.	12/22/2015 S.A.M.

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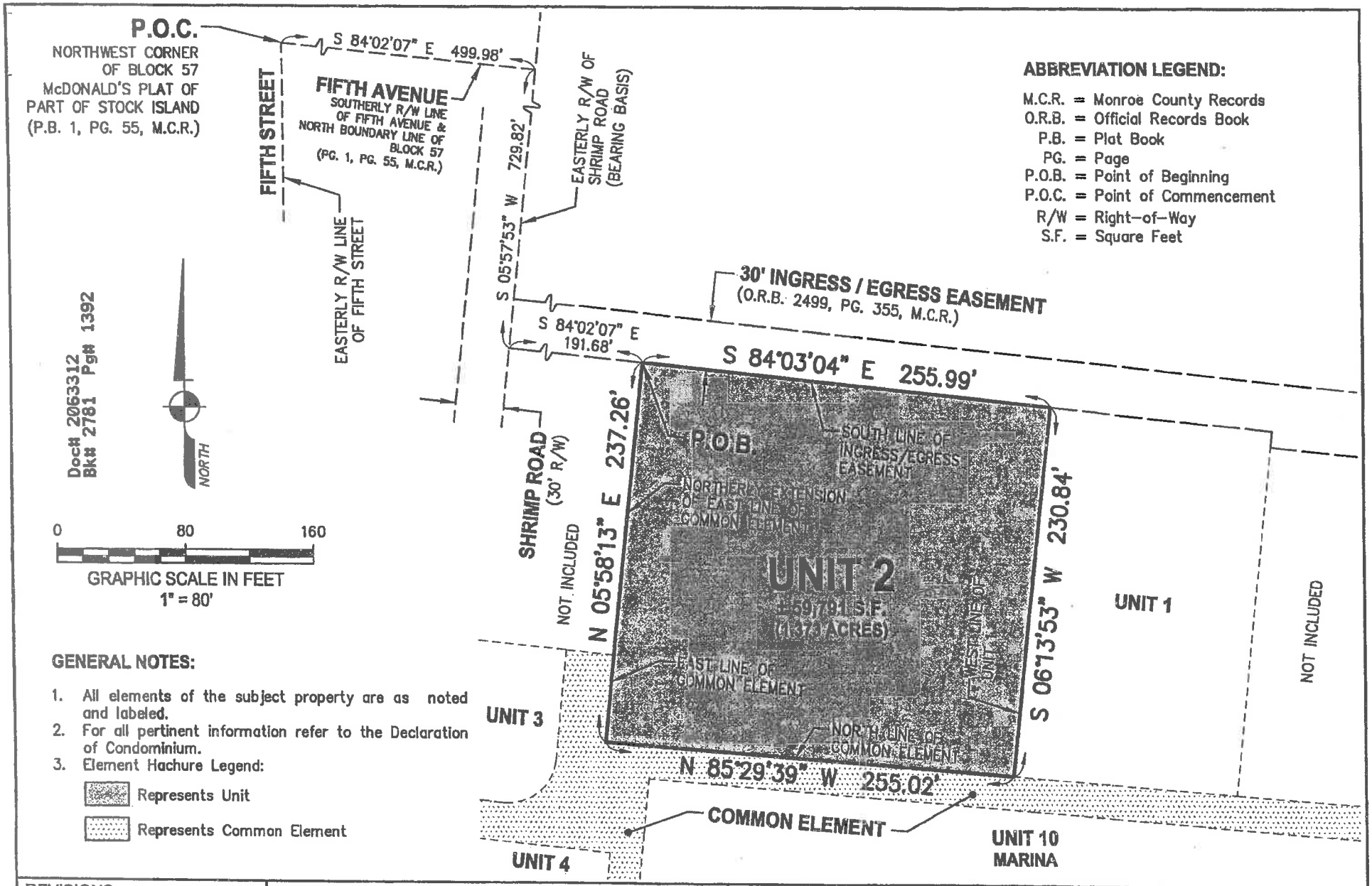
STOCK ISLAND MARINA VILLAGE
A CONDOMINIUM
UNIT 2

7009 SHRIMP ROAD
SECTION 35, TOWNSHIP 67 SOUTH, RANGE 25 EAST
STOCK ISLAND, KEY WEST, MONROE COUNTY, FLORIDA.

JOB #:	9681-2
SCALE:	AS SHOWN
DATE:	04/16/2015
BY:	S.A.M.
CHECKED:	K.M.C.
F.B.	– PG. –
SHEET	27 OF 60



ABBREVIATION LEGEND:

M.C.R. = Monroe County Records
O.R.B. = Official Records Book
P.B. = Plat Book
PG. = Page
P.O.B. = Point of Beginning
P.O.C. = Point of Commencement
R/W = Right-of-Way
S.F. = Square Feet

GENERAL NOTES:

1. All elements of the subject property are as noted and labeled.
2. For all pertinent information refer to the Declaration of Condominium.
3. Element Hachure Legend:
   - Represents Unit
   - Represents Common Element

REVISIONS	
REVISED PER COMMENTS	7/30/15 S.A.M.
SHOW PROPOSED PARKING	11/18/15 S.A.M.
ADD I/E ESMT. DESC.	12/22/2015 S.A.M.

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STOCK ISLAND MARINA VILLAGE
A CONDOMINIUM
UNIT 2

7009 SHRIMP ROAD
SECTION 35, TOWNSHIP 67 SOUTH, RANGE 25 EAST
STOCK ISLAND, KEY WEST, MONROE COUNTY, FLORIDA.

JOB #:	9681-2
SCALE:	1" = 80'
DATE:	04/16/2015
BY:	S.A.M.
CHECKED:	K.M.C.
F.B. –	PG. –
SHEET	28 OF 60

LAND DESCRIPTION:

UNIT 3:

A portion of Section 35, Township 67 South, Range 25 East, Monroe County, Florida, being a parcel of land on Stock Island, described as follows:

COMMENCE at the northwest corner of Block 57, McDONALD'S PLAT OF A PART OF STOCK ISLAND, according to the Plat thereof, as recorded in Plat Book 1, Page 55, of the Public Records of Monroe County, Florida; thence S 84°02'07" E along the north boundary line of said Block 57, a distance of 499.98 feet to the east right-of-way line of Shrimp Road (a 30 foot wide right-of-way); thence S 05°57'53" W along said easterly right-of-way line, 913.55 feet to the POINT OF BEGINNING; thence S 84°02'13" E, 161.82 feet to the west line of Common Element, STOCK ISLAND MARINA VILLAGE, A CONDOMINIUM; thence S 05°58'13" W along the west line of said Common Element, a distance of 67.93 feet to the point of curvature of a curve concave to the northwest, having a radius of 30.00 feet and a central angle of 89°56'52"; thence southwesterly along the arc of said curve also being the northwesterly line of said Common Element, a distance of 47.10 feet; thence N 84°04'56" W along the north line of said Common Element, 122.06 feet to the point of curvature of a curve concave to the northeast, having a radius of 15.00 feet and a central angle of 40°37'07"; thence northwesterly continuing along the north line of said Common Element and along the arc of said curve, a distance of 10.63 feet to the easterly right-of-way line of said Shrimp Road; thence N 05°57'30" E along said easterly right-of-way line, 94.42 feet to the POINT OF BEGINNING.

Said lands lying and situate in Monroe County, Florida, containing 15,649 square feet (0.359 acres), more or less.

Doc# 2063312
Bk# 2781 Pg# 1393

REVISIONS	
REVISED PER COMMENTS	7/30/15 S.A.M.

AVIROM & ASSOCIATES, INC.
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BOCA RATON, FLORIDA 33432
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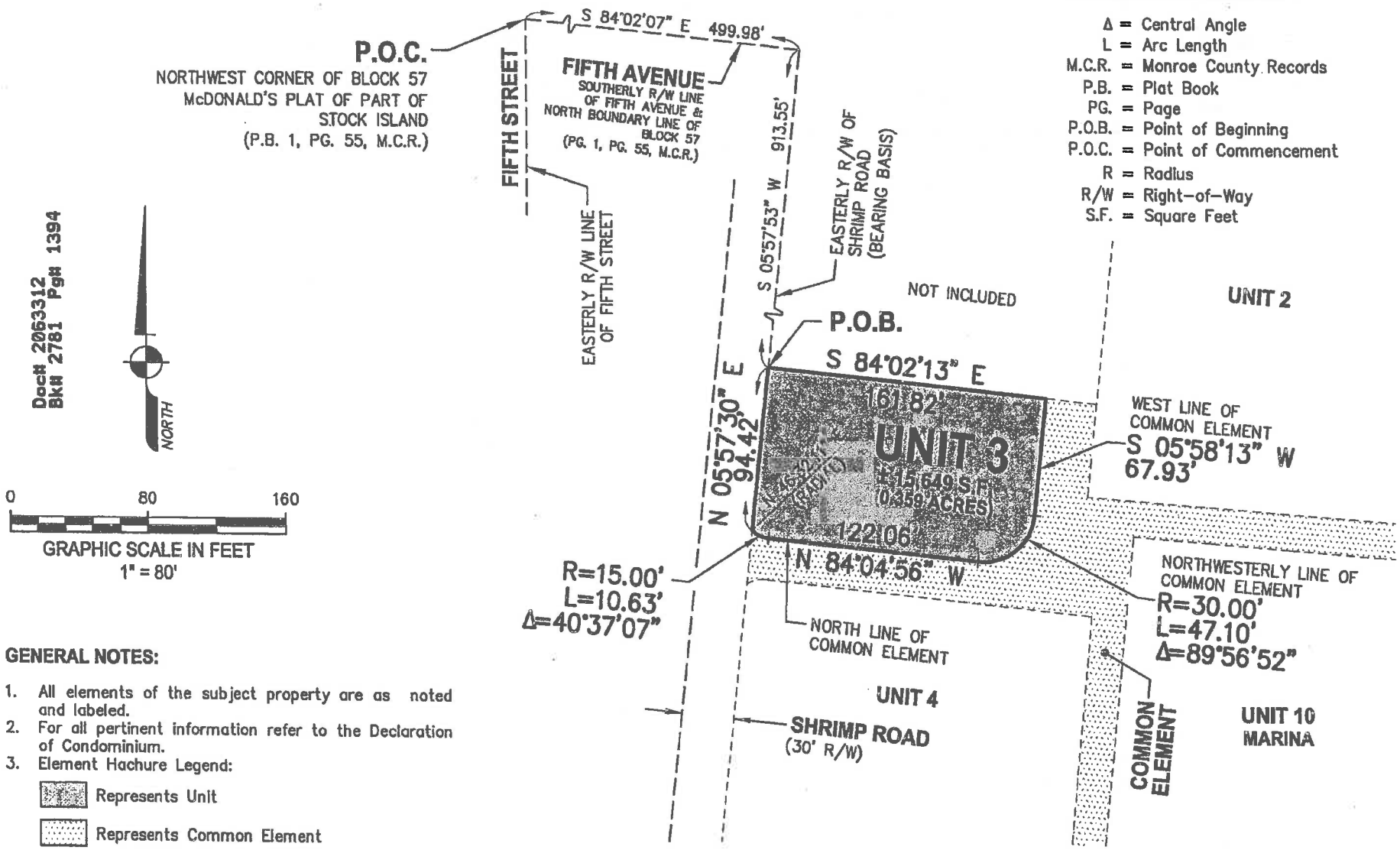
STOCK ISLAND MARINA VILLAGE
A CONDOMINIUM
UNIT 3

7009 SHRIMP ROAD
SECTION 35, TOWNSHIP 67 SOUTH, RANGE 25 EAST
STOCK ISLAND, KEY WEST, MONROE COUNTY, FLORIDA.

JOB #:	9681-2
SCALE:	AS SHOWN
DATE:	04/16/2015
BY:	S.A.M.
CHECKED:	K.M.C.
F.B. –	PG. –
SHEET	29 OF 60

ABBREVIATION LEGEND:

Δ = Central Angle
L = Arc Length
M.C.R. = Monroe County Records
P.B. = Plat Book
PG. = Page
P.O.B. = Point of Beginning
P.O.C. = Point of Commencement
R = Radius
R/W = Right-of-Way
S.F. = Square Feet



GENERAL NOTES:

1. All elements of the subject property are as noted and labeled.
2. For all pertinent information refer to the Declaration of Condominium.
3. Element Hachure Legend:
   - Represents Unit
   - Represents Common Element

REVISIONS	
REVISED PER COMMENTS	7/30/15 S.A.M.

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STOCK ISLAND MARINA VILLAGE
A CONDOMINIUM
UNIT 3

7009 SHRIMP ROAD
SECTION 35, TOWNSHIP 67 SOUTH, RANGE 25 EAST
STOCK ISLAND, KEY WEST, MONROE COUNTY, FLORIDA.

JOB #:	9681-2
SCALE:	1" = 80'
DATE:	04/16/2015
BY:	S.A.M.
CHECKED:	K.M.C.
F.B. --	PG. --
SHEET	30 OF 60

LAND DESCRIPTION:

UNIT 4:

A portion of Section 35, Township 67 South, Range 25 East, Monroe County, Florida, being a parcel of land on Stock Island, described as follows:

COMMENCE at the northwest corner of Block 57, McDONALD'S PLAT OF A PART OF STOCK ISLAND, according to the Plat thereof, as recorded in Plat Book 1, Page 55, of the Public Records of Monroe County, Florida; thence S 84°02'07" E along the north boundary line of said Block 57, a distance of 499.98 feet to the east right-of-way line of Shrimp Road (a 30 foot wide right-of-way); thence S 05°57'53" W along said easterly right-of-way line, 913.55 feet; thence S 05°57'30" W continuing along said east right-of-way line of Shrimp Road, 125.72 feet to the south line of Common Element, STOCK ISLAND MARINA VILLAGE, A CONDOMINIUM and the POINT OF BEGINNING, said point also being a point of cusp on a non-tangent curve, concave to the southeast, having a radius of 15.00 feet and a central angle of 41°05'03" (a radial line bears S 35°09'59" E from said point); thence northeasterly along the south line of said Common Element and the arc of said curve, a distance of 10.76 feet to a point of tangency; thence S 84°04'56" E continuing along the south line of said Common Element, 196.37 feet; thence S 05°32'11" W along the west line of said Common Element, 261.71 feet; thence continue along said west line S 07°30'52" W, 63.57 feet; thence N 84°30'00" W along the north line of said Common Element, 188.39 feet to a point of curvature of a curve concave to the northeast, having a radius of 20.00 feet and a central angle of 63°53'07"; thence northwesterly along the arc of said curve also being the north line of said Common Element, 22.30 feet to the east right-of-way line of said Shrimp Road; thence N 05°57'30" E along said east right-of-way line, 311.87 feet to the POINT OF BEGINNING.

Said lands lying and situate in Monroe County, Florida, containing 67,482 square feet (1.549 acres), more or less.

Doc# 2063312
Bk# 2781 Pg# 1395

REVISIONS	
REVISED PER COMMENTS	7/30/15 S.A.M.
REVISED DESC. UNIT 4	12/09/15 S.A.M.
REVISED DESC. UNIT 4	01/05/16 S.A.M.

AVIROM & ASSOCIATES, INC.
SURVEYING & MAPPING
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BOCA RATON, FLORIDA 33432
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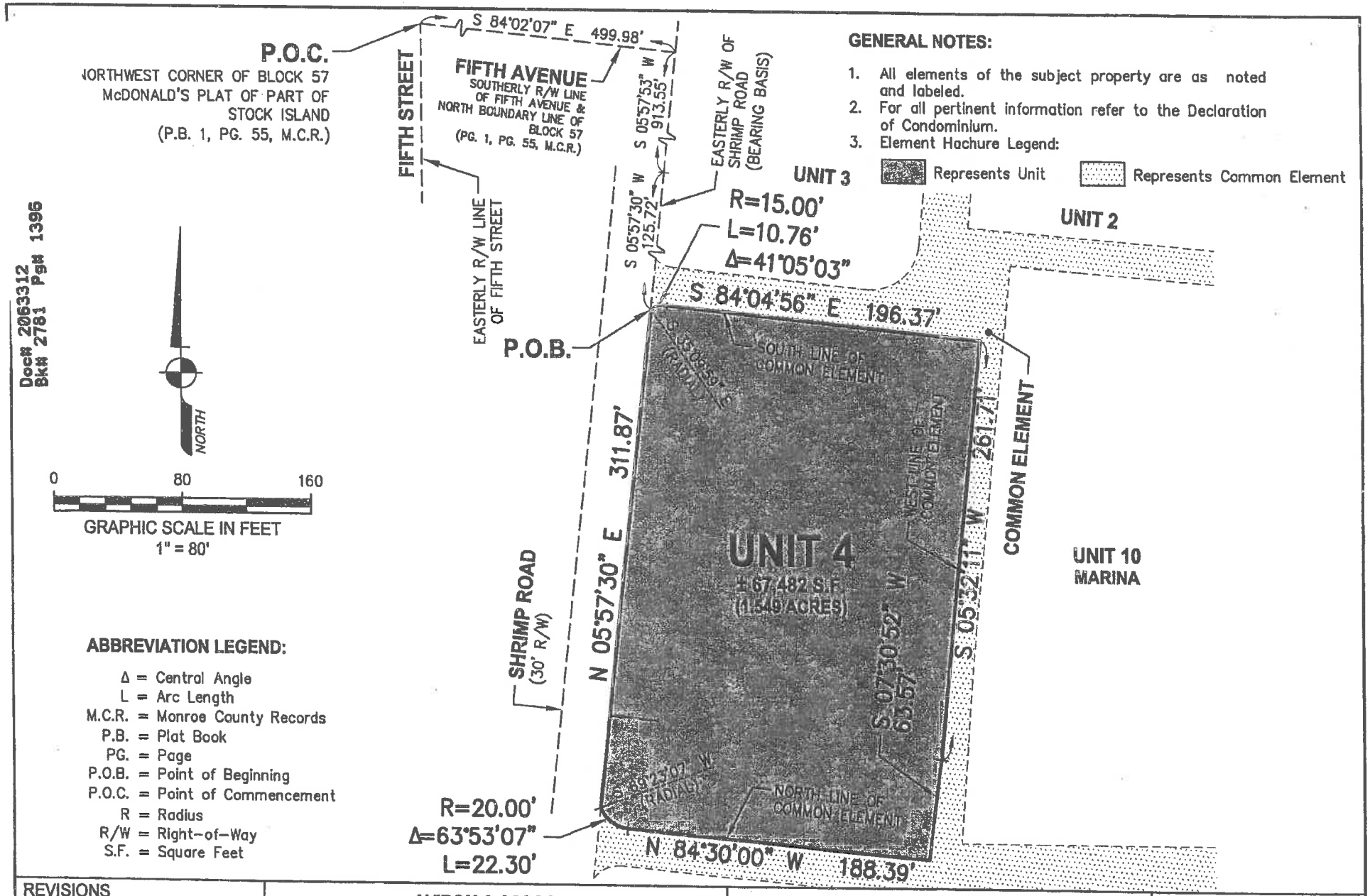
STOCK ISLAND MARINA VILLAGE
A CONDOMINIUM
UNIT 4

7009 SHRIMP ROAD
SECTION 35, TOWNSHIP 67 SOUTH, RANGE 25 EAST
STOCK ISLAND, KEY WEST, MONROE COUNTY, FLORIDA.

JOB #:	9681-2
SCALE:	AS SHOWN
DATE:	04/16/2015
BY:	S.A.M.
CHECKED:	K.M.C.
F.B.	– PG. –
SHEET	31 OF 60

Doc# 2063312
Bk# 2781 Pg# 1396



GENERAL NOTES:

1. All elements of the subject property are as noted and labeled.
2. For all pertinent information refer to the Declaration of Condominium.
3. Element Hachure Legend:

Represents Unit — Represents Common Element

ABBREVIATION LEGEND:

Δ = Central Angle
L = Arc Length
M.C.R. = Monroe County Records
P.B. = Plat Book
PG. = Page
P.O.B. = Point of Beginning
P.O.C. = Point of Commencement
R = Radius
R/W = Right-of-Way
S.F. = Square Feet

REVISIONS		
REVISED PER COMMENTS	7/30/15	S.A.M.
REVISED DESC. UNIT 4	12/09/15	S.A.M.
REVISED DESC. UNIT 4	01/05/16	S.A.M.

AVIROM & ASSOCIATES, INC.
SURVEYING & MAPPING
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STOCK ISLAND MARINA VILLAGE
A CONDOMINIUM
UNIT 4

7009 SHRIMP ROAD
SECTION 35, TOWNSHIP 67 SOUTH, RANGE 25 EAST
STOCK ISLAND, KEY WEST, MONROE COUNTY, FLORIDA.

JOB #:	9681-2
SCALE:	1" = 80'
DATE:	04/16/2015
BY:	S.A.M.
CHECKED:	K.M.C.
F.B. –	PG. –
SHEET	32 OF 60

LAND DESCRIPTION:

UNIT 5:

A portion of Section 35, Township 67 South, Range 25 East, Monroe County, Florida, being a parcel of land on Stock Island, described as follows:

COMMENCE at the northwest corner of Block 57, McDONALD'S PLAT OF A PART OF STOCK ISLAND, according to the Plat thereof, as recorded in Plat Book 1, Page 55, of the Public Records of Monroe County, Florida; thence S 84°02'07" E along the north boundary line of said Block 57, a distance of 499.98 feet to the east right-of-way line of Shrimp Road (a 30 foot wide right-of-way); thence S 05°57'53" W along said easterly right-of-way line, 913.55 feet; thence S 05°57'30" W continuing along said east right-of-way line of Shrimp Road, 482.57 feet to the south line of Common Element, STOCK ISLAND MARINA VILLAGE, A CONDOMINIUM and a point of cusp on a non-tangent curve, concave to the southeast, having a radius of 20.00 feet and a central angle of 59°16'50" (a radial line bears S 53°46'50" E from said point); thence northeasterly along the south line of said Common Element and the arc of said curve, a distance of 20.69 feet to a point of tangency; thence S 84°30'00" E continuing along the south line of said Common Element, 107.74 feet to the POINT OF BEGINNING; thence continue S 84°30'00" E along the south line of said Common Element, 100.87 feet to the west line of said Common Element; thence S 05°46'15" W along the west line of said Common Element, 192.32 feet to the north line of Unit 7, STOCK ISLAND MARINA VILLAGE, A CONDOMINIUM; thence N 84°30'00" W along the north line of said Unit 7, a distance of 88.34 feet to the east line of Unit 6, STOCK ISLAND MARINA VILLAGE, A CONDOMINIUM; thence N 02°02'29" E along the west line of said Unit 6, a distance of 192.67 feet to the POINT OF BEGINNING.

Said lands lying and situate in Monroe County, Florida, containing 18,195 square feet (0.418 acres), more or less.

Doc# 2063312
Bk# 2781 Pg# 1397

REVISIONS	
REVISED PER COMMENTS	7/30/15 S.A.M.

AVIROM & ASSOCIATES, INC.
SURVEYING & MAPPING
50 S.W. 2ND AVENUE, SUITE 102
BOCA RATON, FLORIDA 33432
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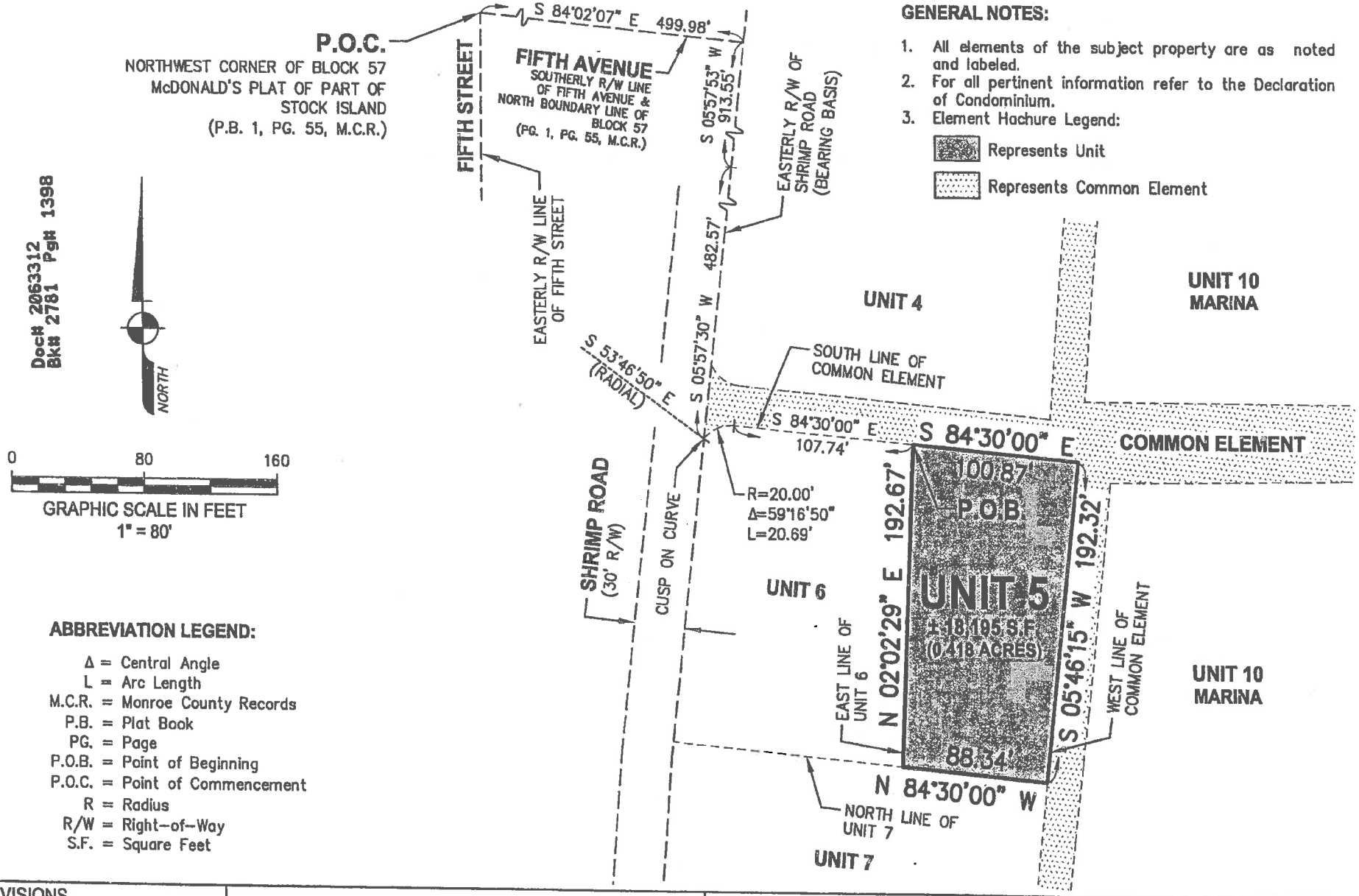
STOCK ISLAND MARINA VILLAGE
A CONDOMINIUM
UNIT 5

7009 SHRIMP ROAD
SECTION 35, TOWNSHIP 67 SOUTH, RANGE 25 EAST
STOCK ISLAND, KEY WEST, MONROE COUNTY, FLORIDA.

JOB #:	9681-2
SCALE:	AS SHOWN
DATE:	04/16/2015
BY:	S.A.M.
CHECKED:	K.M.C.
F.B. –	PG. –
SHEET	33 OF 60



GENERAL NOTES:

1. All elements of the subject property are as noted and labeled.
2. For all pertinent information refer to the Declaration of Condominium.
3. Element Hachure Legend:
   - Represents Unit
   - Represents Common Element

ABBREVIATION LEGEND:

Δ	= Central Angle
L	= Arc Length
M.C.R.	= Monroe County Records
P.B.	= Plat Book
PG.	= Page
P.O.B.	= Point of Beginning
P.O.C.	= Point of Commencement
R	= Radius
R/W	= Right-of-Way
S.F.	= Square Feet

REVISIONS	
REVISED PER COMMENTS	7/30/15 S.A.M.

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STOCK ISLAND MARINA VILLAGE
A CONDOMINIUM
UNIT 5

7009 SHRIMP ROAD
SECTION 35, TOWNSHIP 67 SOUTH, RANGE 25 EAST
STOCK ISLAND, KEY WEST, MONROE COUNTY, FLORIDA.

JOB #:	9681-2
SCALE:	1" = 80'
DATE:	04/16/2015
BY:	S.A.M.
CHECKED:	K.M.C.
F.B.	– PG. –
SHEET	34 OF 60

LAND DESCRIPTION:

UNIT 6:

A portion of Section 35, Township 67 South, Range 25 East, Monroe County, Florida, being a parcel of land on Stock Island, described as follows:

COMMENCE at the northwest corner of Block 57, McDONALD'S PLAT OF A PART OF STOCK ISLAND, according to the Plat thereof, as recorded in Plat Book 1, Page 55, of the Public Records of Monroe County, Florida; thence S 84°02'07" E along the north boundary line of said Block 57, a distance of 499.98 feet to the east right-of-way line of Shrimp Road (a 30 foot wide right-of-way); thence S 05°57'53" W along said easterly right-of-way line, 913.55 feet; thence S 05°57'30" W continuing along said east right-of-way line of Shrimp Road, 482.57 feet to the south line of Common Element, STOCK ISLAND MARINA VILLAGE, A CONDOMINIUM and the POINT OF BEGINNING, said point also being a point of cusp on a non-tangent curve, concave to the southeast, having a radius of 20.00 feet and a central angle of 59°16'50" (a radial line bears S 53°46'50" E from said point); thence northeasterly along the south line of said Common Element and the arc of said curve, a distance of 20.69 feet to a point of tangency; thence S 84°30'00" E continuing along the south line of said Common Element, 107.74 feet to the west line of Unit 5, STOCK ISLAND MARINA VILLAGE, A CONDOMINIUM; thence S 02°02'29" W along the west line of said Unit 5, a distance of 192.67 feet to the north line of Unit 7, STOCK ISLAND MARINA VILLAGE, A CONDOMINIUM; thence N 84°30'00" W along the north line of said Unit 7, a distance of 138.01 feet to the easterly right-of-way line of said Shrimp Road; thence N 05°57'30" E along said easterly right-of-way line, 182.54 feet to the POINT OF BEGINNING.

Said lands lying and situate in Monroe County, Florida, containing 25,229 square feet (0.579 acres), more or less.

Doc# 2063312
Bk# 2781 Pg# 1399

REVISIONS	
REVISED PER COMMENTS	7/30/15 S.A.M.

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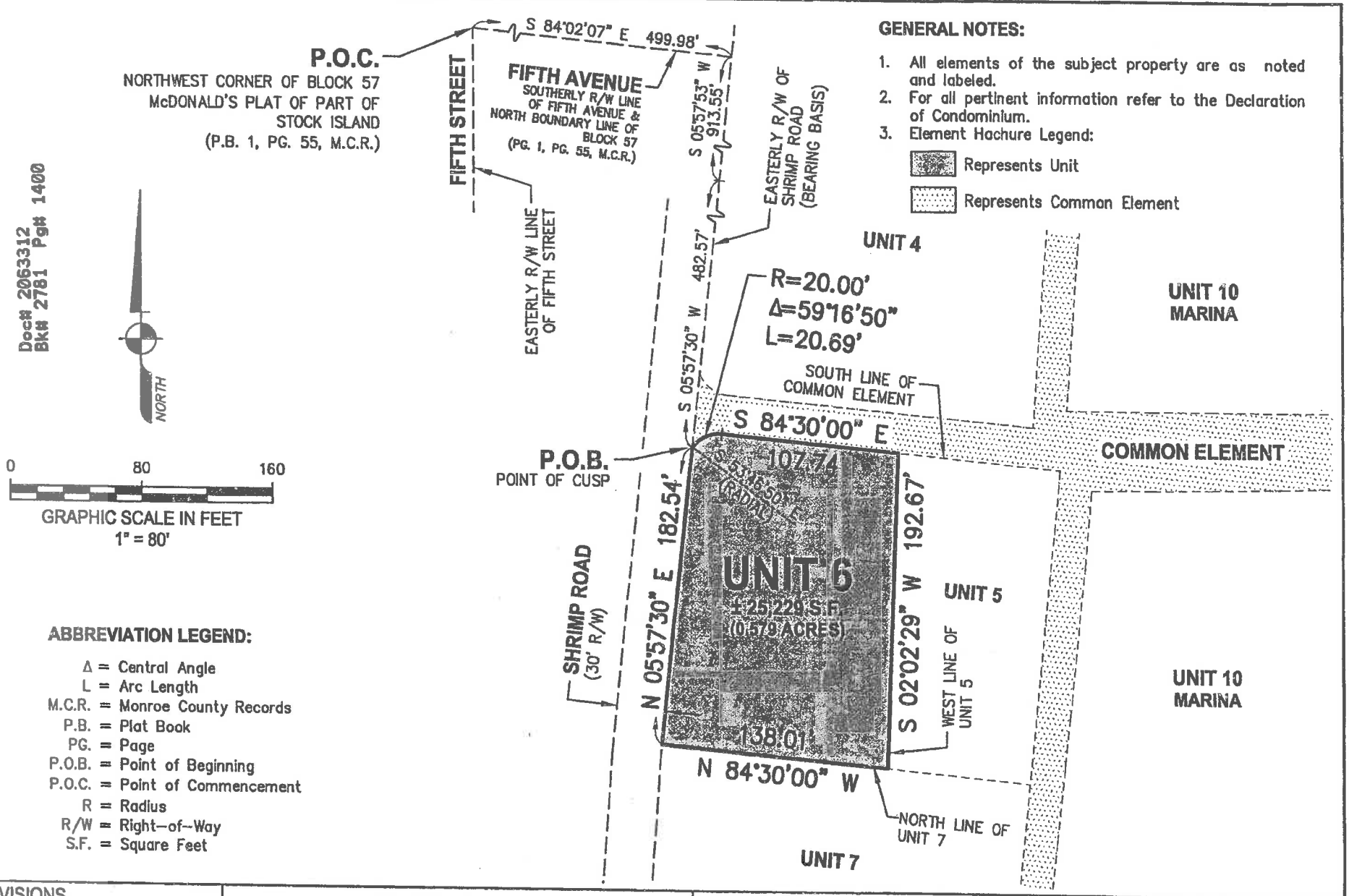
STOCK ISLAND MARINA VILLAGE
A CONDOMINIUM
UNIT 6

7009 SHRIMP ROAD
SECTION 35, TOWNSHIP 67 SOUTH, RANGE 25 EAST
STOCK ISLAND, KEY WEST, MONROE COUNTY, FLORIDA.

JOB #:	9681-2
SCALE:	AS SHOWN
DATE:	04/16/2015
BY:	S.A.M.
CHECKED:	K.M.C.
F.B. –	PG. –
SHEET	35 OF 60

Doc# 2063312
Bk# 2781 Pg# 1400



GENERAL NOTES:

1. All elements of the subject property are as noted and labeled.
2. For all pertinent information refer to the Declaration of Condominium.
3. Element Hachure Legend:
   - Represents Unit
   - Represents Common Element

ABBREVIATION LEGEND:

Δ	= Central Angle
L	= Arc Length
M.C.R.	= Monroe County Records
P.B.	= Plat Book
PG.	= Page
P.O.B.	= Point of Beginning
P.O.C.	= Point of Commencement
R	= Radius
R/W	= Right-of-Way
S.F.	= Square Feet

REVISIONS	
REVISED PER COMMENTS	7/30/15 S.A.M.

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STOCK ISLAND MARINA VILLAGE
A CONDOMINIUM
UNIT 6

7009 SHRIMP ROAD
SECTION 35, TOWNSHIP 67 SOUTH, RANGE 25 EAST
STOCK ISLAND, KEY WEST, MONROE COUNTY, FLORIDA.

JOB #:	9681-2
SCALE:	1" = 80'
DATE:	04/16/2015
BY:	S.A.M.
CHECKED:	K.M.C.
F.B. –	PG. –
SHEET	36 OF 60

LAND DESCRIPTION:

UNIT 7:

A portion of Section 35, Township 67 South, Range 25 East, Monroe County, Florida, being a parcel of land on Stock Island, described as follows:

COMMENCE at the northwest corner of Block 57, McDONALD'S PLAT OF A PART OF STOCK ISLAND, according to the Plat thereof, as recorded in Plat Book 1, Page 55, of the Public Records of Monroe County, Florida; thence S 84°02'07" E along the north boundary line of said Block 57, a distance of 499.98 feet to the east right-of-way line of Shrimp Road (a 30 foot wide right-of-way); thence S 05°57'53" W along said easterly right-of-way line, 913.55 feet; thence S 05°57'30" W continuing along said east right-of-way line of Shrimp Road, 665.11 feet to the south line of Unit 6, STOCK ISLAND MARINA VILLAGE, A CONDOMINIUM and the POINT OF BEGINNING; thence S 84°30'00" E along the south line of said Unit 6 and the south line of Unit 5, STOCK ISLAND MARINA VILLAGE, A CONDOMINIUM, a distance of 226.35 feet to the west line of Common Element, STOCK ISLAND MARINA VILLAGE, A CONDOMINIUM; thence S 05°46'15" W along the west line of said Common Element, 157.50 feet to the north line of said Common Element (the following three courses being along said north line); thence S 89°31'30" W, 184.26 feet; thence N 42°41'02" W, 21.50 feet; thence S 89°31'30" W, 22.50 feet to the easterly right-of-way line of Public Right-of-Way Tract 2 of Shrimp Road as recorded in Official Records Book 2030, Page 949, of said Public Records of Monroe County, Florida; thence N 04°02'04" E along said easterly right-of-way line of Public Right-of-Way Tract 2, a distance of 156.78 feet; thence N 05°57'30" E continuing along the easterly right-of-way line of said Shrimp Road, 7.96 feet to the POINT OF BEGINNING.

Said lands lying and situate in Monroe County, Florida, containing 37,401 square feet (0.859 acres), more or less.

Doc# 2063312
Bk# 2781 Pg# 1401

REVISIONS		
REVISED PER COMMENTS	7/30/15	S.A.M.
REVISED DESC. UNIT 7	12/09/15	S.A.M.

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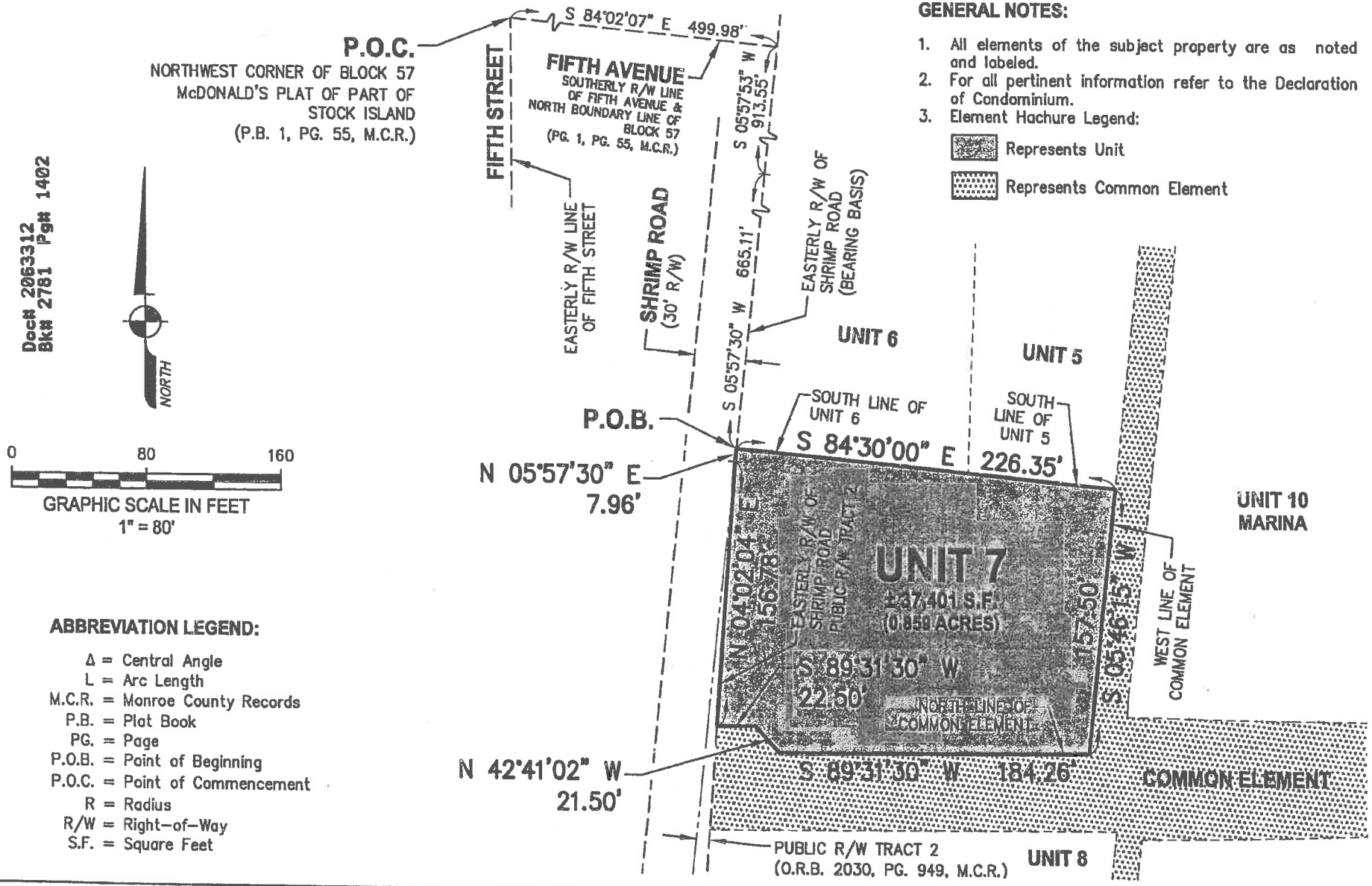
STOCK ISLAND MARINA VILLAGE
A CONDOMINIUM
UNIT 7

7009 SHRIMP ROAD
SECTION 35, TOWNSHIP 67 SOUTH, RANGE 25 EAST
STOCK ISLAND, KEY WEST, MONROE COUNTY, FLORIDA.

JOB #:	9681-2
SCALE:	AS SHOWN
DATE:	04/16/2015
BY:	S.A.M.
CHECKED:	K.M.C.
F.B. –	PG. –
SHEET	37 OF 60

Doc# 2063312
Bk# 2781 Pg# 1402



GENERAL NOTES:

1. All elements of the subject property are as noted and labeled.
2. For all pertinent information refer to the Declaration of Condominium.
3. Element Hachure Legend:
   - Represents Unit
   - Represents Common Element

ABBREVIATION LEGEND:

Δ = Central Angle
L = Arc Length
M.C.R. = Monroe County Records
P.B. = Plat Book
PG. = Page
P.O.B. = Point of Beginning
P.O.C. = Point of Commencement
R = Radius
R/W = Right-of-Way
S.F. = Square Feet

REVISIONS	
REVISED PER COMMENTS	7/30/15 S.A.M.
REVISED DESC. UNIT 7	12/09/15 S.A.M.

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STOCK ISLAND MARINA VILLAGE
A CONDOMINIUM
UNIT 7

7009 SHRIMP ROAD
SECTION 35, TOWNSHIP 67 SOUTH, RANGE 25 EAST
STOCK ISLAND, KEY WEST, MONROE COUNTY, FLORIDA.

JOB #:	9681-2
SCALE:	1" = 80'
DATE:	04/16/2015
BY:	S.A.M.
CHECKED:	K.M.C.
F.B. –	PG. –
SHEET	38 OF 60

LAND DESCRIPTION:

UNIT 8:

A portion of Section 35, Township 67 South, Range 25 East, Monroe County, Florida, being a parcel of land on Stock Island, described as follows:

COMMENCE at the northwest corner of Block 57, McDONALD'S PLAT OF A PART OF STOCK ISLAND, according to the Plat thereof, as recorded in Plat Book 1, Page 55, of the Public Records of Monroe County, Florida; thence S 84°02'07" E along the north boundary line of said Block 57, a distance of 499.98 feet to the east right-of-way line of Shrimp Road (a 30 foot wide right-of-way); thence S 05°57'53" W along said easterly right-of-way line, 913.55 feet; thence S 05°57'30" W continuing along said east right-of-way line of Shrimp Road, 673.07 feet; thence S 04°02'04" W along the easterly right-of-way line of Public Right-of-Way Tract 2 of Shrimp Road as recorded in Official Records Book 2030, Page 949, of said Public Records of Monroe County, Florida, a distance of 217.89 feet to the south line of Common Element, STOCK ISLAND MARINA VILLAGE, A CONDOMINIUM and the POINT OF BEGINNING; thence N 89°31'30" E along the south line of said Common Element, 241.71 feet to the west line of said Common Element; thence S 05°59'09" W along the west line of said Common Element, 240.68 feet to the north line of Unit 9, STOCK ISLAND MARINA VILLAGE, A CONDOMINIUM; thence N 83°48'16" W along the north line of said Unit 9, a distance of 232.93 feet to the easterly right-of-way line of said Public Right-of-Way Tract 2 of Shrimp Road; thence N 04°02'04" E along said easterly right-of-way line of said Public Right-of-Way Tract 2, a distance of 212.75 feet to the POINT OF BEGINNING.

Said lands lying and situate in Monroe County, Florida, containing 53,663 square feet (1.232 acres), more or less.

Doc# 2063312
Bk# 2781 Pg# 1403

REVISIONS	
REVISED PER COMMENTS	7/30/15 S.A.M.
REVISED DESC. UNIT 8	12/09/15 S.A.M.

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STOCK ISLAND MARINA VILLAGE
A CONDOMINIUM
UNIT 8

7009 SHRIMP ROAD
SECTION 35, TOWNSHIP 67 SOUTH, RANGE 25 EAST
STOCK ISLAND, KEY WEST, MONROE COUNTY, FLORIDA.

JOB #:	9681-2
SCALE:	AS SHOWN
DATE:	04/16/2015
BY:	S.A.M.
CHECKED:	K.M.C.
F.B. –	PG. –
SHEET	39 OF 60

Doc# 2063312
Bk# 2781 Pg# 1404

P.O.C.
NORTHWEST CORNER OF BLOCK 57
McDONALD'S PLAT OF PART OF
STOCK ISLAND
(P.B. 1, PG. 55, M.C.R.)

S 84°02'07" E 499.98'

FIFTH STREET

FIFTH AVENUE
SOUTHERLY R/W LINE
OF FIFTH AVENUE &
NORTH BOUNDARY LINE OF
BLOCK 57
(PG. 1, PG. 55, M.C.R.)

EASTERLY R/W LINE
OF FIFTH STREET

S 05°57'53" W 913.55'

S 05°57'30" W 673.07'

S 04°02'04" W 217.89'

EASTERLY R/W OF
SHRIMP ROAD
(BEARING BASIS)

NORTH

0 80 160
GRAPHIC SCALE IN FEET
1" = 80'

GENERAL NOTES:

1. All elements of the subject property are as noted and labeled.
2. For all pertinent information refer to the Declaration of Condominium.
3. Element Hachure Legend:
   - Represents Unit
   - Represents Common Element

UNIT 7

UNIT 10
MARINA

COMMON ELEMENT

P.O.B.

N 89°31'30" E 241.71'

SOUTH LINE OF
COMMON ELEMENT

UNIT 8
± 53,663 S.F.
(1.232 ACRES)

N 04°02'04" E 212.75'

EASTERLY R/W OF
SHRIMP ROAD
PUBLIC R/W TRACT 2

N. SIDE LINE OF
COMMON ELEMENT

S 05°59'09" W 240.68'

SHRIMP ROAD
(30' R/W)

PUBLIC R/W TRACT 2
(O.R.B. 2030, PG. 919, M.C.R.)

N 83°48'16" W 232.93'

NORTH LINE OF
UNIT 9

UNIT 9

UNIT 10
MARINA

COMMON ELEMENT

ABBREVIATION LEGEND:

- Δ = Central Angle
- L = Arc Length
- M.C.R. = Monroe County Records
- P.B. = Plat Book
- PG. = Page
- P.O.B. = Point of Beginning
- P.O.C. = Point of Commencement
- R = Radius
- R/W = Right-of-Way
- S.F. = Square Feet

REVISIONS	
REVISED PER COMMENTS	7/30/15 S.A.M.
REVISED DESC. UNIT 8	12/09/15 S.A.M.

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STOCK ISLAND MARINA VILLAGE
A CONDOMINIUM
UNIT 8

7009 SHRIMP ROAD
SECTION 35, TOWNSHIP 67 SOUTH, RANGE 25 EAST
STOCK ISLAND, KEY WEST, MONROE COUNTY, FLORIDA.

JOB #:	9681-2
SCALE:	1" = 80'
DATE:	04/16/2015
BY:	S.A.M.
CHECKED:	K.M.C.
F.B. –	PG. –
SHEET	40 OF 60

Doc# 2063312
Bk# 2781 Pg# 1405

LAND DESCRIPTION:

UNIT 9:

A portion of Section 35, Township 67 South, Range 25 East, Monroe County, Florida, being a parcel of land on Stock Island, described as follows:

COMMENCE at the northwest corner of Block 57, McDONALD'S PLAT OF A PART OF STOCK ISLAND, according to the Plat thereof, as recorded in Plat Book 1, Page 55, of the Public Records of Monroe County, Florida; thence S 84°02'07" E along the north boundary line of said Block 57, a distance of 499.98 feet to the east right-of-way line of Shrimp Road (a 30 foot wide right-of-way); thence S 05°57'53" W along said easterly right-of-way line, 913.55 feet; thence S 05°57'30" W continuing along said east right-of-way line of Shrimp Road, 673.07 feet; thence S 04°02'04" W along the easterly right-of-way line Public Right-of-Way Tract 2 of Shrimp Road as recorded in Official Records Book 2030, Page 949, of said Public Records of Monroe County, Florida, a distance of 430.64 feet to the south line of Unit 8, STOCK ISLAND MARINA VILLAGE, A CONDOMINIUM and the POINT OF BEGINNING; thence S 83°48'16" E along the south line of said Unit 8, a distance of 232.93 feet to the west line of Common Element, STOCK ISLAND MARINA VILLAGE, A CONDOMINIUM (the following two courses being along said west line); thence S 05°59'09" W, 76.99 feet; thence S 30°40'20" E, 17.88 feet to the south line of said Common Element (the following six courses being along said south line); thence S 89°57'49" E, 30.09 feet; thence S 80°17'05" E, 9.47 feet; thence S 67°29'34" E, 24.98 feet; thence N 56°14'45" E, 18.06 feet; thence N 83°29'52" E, 22.88 feet; thence S 88°11'43" E, 28.19 feet; thence S 07°55'28" W departing the south line of said Common Element, 119.05 feet to the northerly right-of-way line of said Public Right-of-Way Tract 2 of Shrimp Road; thence N 84°02'53" W along the northerly right-of-way line of said Public Right-of-Way Tract 2, a distance of 287.99 feet to the point of curvature of a curve, concave to the northeast, having a radius of 75.00 feet and a central angle 88°04'57"; thence northwesterly along the arc of said curve also being the northeasterly right-of-way line of said Public Right-of-Way Tract 2, a distance of 115.30 feet to a point of tangency; thence N 04°02'04" E along the easterly right-of-way line of said Public Right-of-Way Tract 2, a distance of 125.01 feet to the POINT OF BEGINNING.

Said lands lying and situate in Monroe County, Florida, containing 59,104 square feet (1.357 acres), more or less.

REVISIONS	
REVISED PER COMMENTS	7/30/15 S.A.M.

AVIROM & ASSOCIATES, INC.
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BOCA RATON, FLORIDA 33432
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STOCK ISLAND MARINA VILLAGE
A CONDOMINIUM
UNIT 9

7009 SHRIMP ROAD
SECTION 35, TOWNSHIP 67 SOUTH, RANGE 25 EAST
STOCK ISLAND, KEY WEST, MONROE COUNTY, FLORIDA.

JOB #:	9681-2
SCALE:	AS SHOWN
DATE:	04/16/2015
BY:	S.A.M.
CHECKED:	K.M.C.
F.B. –	PG. –
SHEET	41 OF 60

Doc# 2063312
Bk# 2761 Pg# 1406

P.O.C.
NORTHWEST CORNER OF BLOCK 57
McDONALD'S PLAT OF PART OF
STOCK ISLAND
(P.B. 1, PG. 55, M.C.R.)

FIFTH STREET

FIFTH AVENUE
SOUTHERLY R/W LINE
OF FIFTH AVENUE &
NORTH BOUNDARY LINE OF
BLOCK 57
(PG. 1, PG. 55, M.C.R.)

S 84°02'07" E 499.98'

EASTERLY R/W LINE
OF FIFTH STREET

S 05°57'53" W 913.55'

EASTERLY R/W OF
SHRIMP ROAD
(BEARING BASIS)

S 05°57'30" W 673.07'

S 04°02'04" W 430.64'

PUBLIC R/W TRACT 2
(O.R.B. 2030, PG. 949, M.C.R.)

P.O.B.

S 83°48'16" E 232.93'

N 04°02'04" E 125.01'

SHRIMP ROAD
(30' R/W)

NORTH

0 80 160
GRAPHIC SCALE IN FEET
1" = 80'

UNIT 8

UNIT 9
(59,104 S.F.)
(1.357 ACRES)

R = 75.00'
Δ = 88°04'57"
L = 115.30'

NORTHEASTERLY R/W
OF SHRIMP ROAD
PUBLIC R/W TRACT 2

NORTHERLY R/W OF SHRIMP ROAD
PUBLIC R/W TRACT 2

SHRIMP ROAD
PUBLIC R/W TRACT 2
(O.R.B. 2030, PG. 949, M.C.R.)

N 84°02'53" W 287.99'

S 07°55'28" W 119.05'

COMMON ELEMENT

S 05°59'09" W 76.99'

S 30°40'20" E 17.88'

UNIT 10
MARINA

S 89°57'49" E 30.09'
S 80°17'05" E 9.47'
S 67°29'34" E 24.98'
N 56°14'45" E 18.06'
N 83°29'52" E 22.88'
S 88°11'43" E 28.19'

NOT INCLUDED

GENERAL NOTES:

1. All elements of the subject property are as noted and labeled.
2. For all pertinent information refer to the Declaration of Condominium.
3. Element Hachure Legend:
   - Represents Unit
   - Represents Common Element

ABBREVIATION LEGEND:

Δ = Central Angle
L = Arc Length
M.C.R. = Monroe County Records
P.B. = Plat Book
PG. = Page
P.O.B. = Point of Beginning
P.O.C. = Point of Commencement
R = Radius
R/W = Right-of-Way
S.F. = Square Feet

REVISIONS	
REVISED PER COMMENTS	7/30/15 S.A.M.

AVIROM & ASSOCIATES, INC.
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50 S.W. 2ND AVENUE, SUITE 102
BOCA RATON, FLORIDA 33432
TEL. (561) 392-2594, FAX (561) 394-7125
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STOCK ISLAND MARINA VILLAGE
A CONDOMINIUM
UNIT 9

7009 SHRIMP ROAD
SECTION 35, TOWNSHIP 67 SOUTH, RANGE 25 EAST
STOCK ISLAND, KEY WEST, MONROE COUNTY, FLORIDA.

JOB #:	9681-2
SCALE:	1" = 80'
DATE:	04/16/2015
BY:	S.A.M.
CHECKED:	K.M.C.
F.B. –	PG. –
SHEET	42 OF 60

LAND DESCRIPTION:

Doc# 2063312
Bk# 2781 Pg# 1407

UNIT 10:

A portion of Section 35, Township 67 South, Range 25 East, Monroe County, Florida, being a parcel of land on Stock Island, described as follows:

COMMENCE at the northwest corner of Block 57, McDONALD'S PLAT OF A PART OF STOCK ISLAND, according to the Plat thereof, as recorded in Plat Book 1, Page 55, of the Public Records of Monroe County, Florida; thence S 84°02'07" E along the north boundary line of said Block 57, a distance of 499.98 feet to the east right-of-way line of Shrimp Road (a 30 foot wide right-of-way); thence S 05°57'53" W along said easterly right-of-way line, 699.82 feet to the north line of an Ingress/Egress Easement recorded in Official Records Book 2499, Page 355, of said Public Records of Monroe County, Florida; thence S 84°02'07" E along the north line of said Ingress/Egress Easement and its easterly extension, 920.00 feet; thence S 83°54'54" E, 255.03 feet; thence S 05°47'25" E, 265.97 to the POINT OF BEGINNING; thence continue S 05°47'25" E, 392.29 feet; thence N 81°44'33" E, 132.19 feet; thence S 08°15'27" E, 959.43 feet; thence N 84°02'07" W, 393.85 feet to a point on a Mean High Water Line (the following sixty seven courses being along said Mean High Water Line, having an elevation of -0.34 feet, NAVD 1988); thence N 08°33'02" E, 25.26 feet; thence N 01°03'10" W, 36.70 feet; thence N 16°11'45" W, 18.64 feet; thence N 01°20'32" W, 27.71 feet; thence N 05°48'23 E, 27.11 feet; thence N 07°24'12" W, 86.16 feet; thence N 11°54'19" E, 34.64 feet; thence N 09°22'05" W, 27.51 feet; thence N 57°40'41" W, 4.94 feet; thence N 84°56'08" W, 14.50 feet; thence N 61°03'44" W, 14.78 feet; thence S 85°47'17" W, 117.62 feet; thence S 83°15'58" W, 26.59 feet; thence N 85°01'19" W, 21.47 feet; thence S 80°37'17" W, 8.06 feet; thence N 75°44'52" W, 11.67 feet; thence S 86°09'28" W, 82.77 feet; thence S 89°59'29" W, 40.54 feet; thence N 64°26'30" W, 6.15 feet; thence S 88°41'05" W, 60.16 feet; thence S 79°29'50" W, 36.47 feet; thence N 88°07'58" W, 57.82 feet; thence N 86°26'25" W, 91.35 feet; thence S 88°24'02" W, 97.85 feet; thence S 81°39'19" W, 76.27 feet; thence S 86°43'16" W, 75.93 feet; thence S 81°33'16" W, 23.73 feet to the northeast corner of Common Element, STOCK ISLAND MARINA VILLAGE, A CONDOMINIUM (the following eight courses being along the north line of said Common Element); thence N 74°51'39" W, 2.11 feet; thence N 88°11'43" W, 29.69 feet; thence S 83°29'52" W, 29.18 feet; thence S 56°14'45" W, 12.22 feet; thence N 67°29'34" W, 16.53 feet; thence N 80°17'05" W, 13.41 feet; thence N 89°57'49" W, 20.40 feet; thence N 30°40'20" W, 7.83 feet; thence N 06°37'18" W along the east line of said Common Element, 2.04 feet to the wetface of a seawall also being the east line of said Common Element; thence N 05°59'09"E along the wetface of a seawall and the east line of said Common Element, 299.46 feet to the south line of said Common Element (the following six courses being along the wetface of a seawall also being the south line of said Common Element); thence N 88°30'32" E, 748.71 feet; thence S 52°55'54" E, 23.70 feet; thence N 89°23'00" E, 91.29 feet; thence N 87°38'10" E, 48.07 feet; thence N 83°55'48" E, 48.63 feet; thence N 50°54'35" E, 5.16 feet to the east line of said Common Element; thence N 02°53'21" E along the wetface of a seawall and the east line of said Common Element, 35.52 feet; thence N 03°23'55" W continuing along the east line of said Common Element, 29.49 feet to the north line of said Common Element (the following five courses being along the north line of said Common Element); thence S 89°33'16" W, 21.15 feet; thence N 85°08'37" W, 29.48 feet; thence S 84°31'30" W, 56.30 feet; thence S 69°02'20" W, 28.36 feet; thence S 83°38'34" W, 31.39 feet to the wetface of a seawall

REVISIONS	
REVISED PER COMMENTS	7/30/15 S.A.M.
REVISED ACREAGE TAB	8/17/15 S.A.M.
REVISED SKETCH	12/22/15 S.A.M.

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STOCK ISLAND MARINA VILLAGE
A CONDOMINIUM
UNIT 10

7009 SHRIMP ROAD
SECTION 35, TOWNSHIP 67 SOUTH, RANGE 25 EAST
STOCK ISLAND, KEY WEST, MONROE COUNTY, FLORIDA.

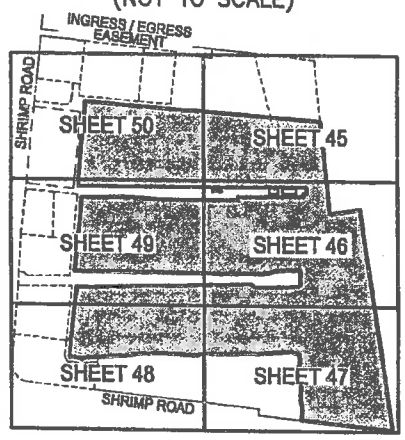
JOB #:	9681-2
SCALE:	AS SHOWN
DATE:	04/16/2015
BY:	S.A.M.
CHECKED:	K.M.C.
F.B. --	PG. --
SHEET	43 OF 60

LAND DESCRIPTION (UNIT 10 CONTINUED):

(the following seventeen courses being along the wetface of seawalls); thence N 89°31'17" W along the north line of said Common Element, 803.01 feet to the east line of said Common Element; thence N 05°46'15" E along the east line of said Common Element, 315.58 feet to the south line of said Common Element (the following five courses being along the south line of said Common Element); thence N 89°02'40" E, 210.53 feet; thence S 85°05'55" E, 101.99 feet; thence S 88°58'31" E, 120.67 feet; thence N 89°54'58" E, 177.24 feet; thence N 88°48'15" E, 60.45 feet to the east line of said Common Element; thence N 00°28'42" W along the east line of said Common Element, 12.39 feet to the south line of said Common Element; thence N 89°24'17" E along the south line of said Common Element, 281.00 feet to the east line of said Common Element; thence N 00°28'03" E along the east line of said Common Element, 13.14 feet to the south line of said Common Element; thence N 89°19'13" E along the south line of said Common Element, 12.41 feet to the east line of said Common Element; thence N 00°25'55" E along the east line of said Common Element, 27.37 feet to the north line of said Common Element; thence S 89°54'21" W along the north line of said Common Element, 978.90 feet to the east line of said Common Element; thence N 03°57'08" E along the east line of said Common Element, 84.91 feet; thence N 05°24'43" E continuing along the east line of said Common Element, 276.65 feet to the south line of said Common Element; thence S 85°29'39" E along the south line of said Common Element, 489.82 feet to the southeast corner of said Common Element; thence continue S 85°29'39" E along the easterly extension of the south line of said Common Element, 309.84 feet to the southeast corner of said wetface of seawall; thence continue S 85°29'39" E, 209.55 feet to the POINT OF BEGINNING.

Said lands lying and situate in Monroe County, Florida, containing 1,234,120 square feet (28.331 acres), more or less.

KEY SHEET
(NOT TO SCALE)



Doc# 2063312
Bk# 2781 Pg# 1408

REVISIONS	
REVISED PER COMMENTS	7/30/15 S.A.M.
REVISED ACREAGE TAB	8/17/15 S.A.M.
REVISED SKETCH	12/22/15 S.A.M.

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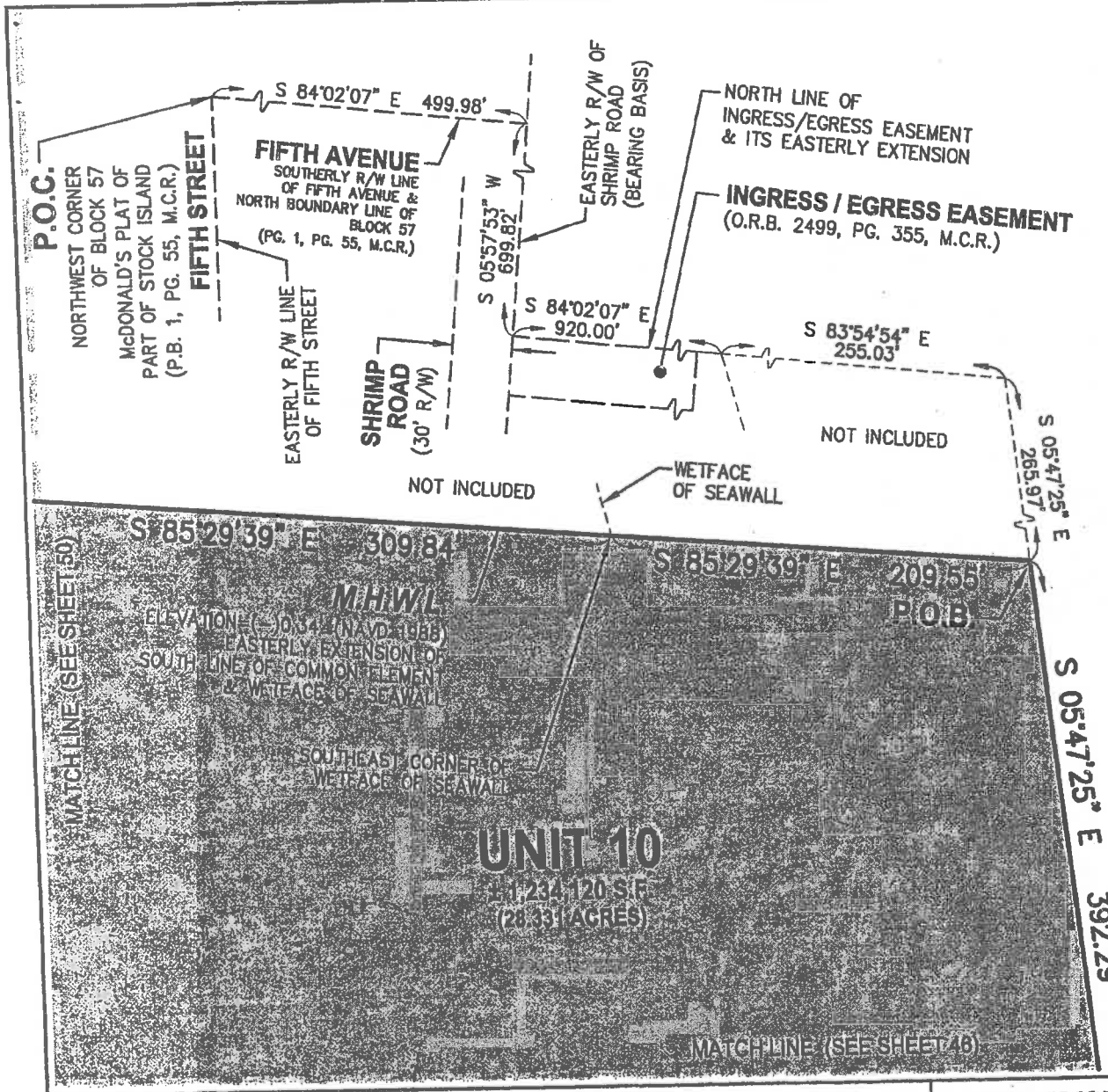
STOCK ISLAND MARINA VILLAGE
A CONDOMINIUM
UNIT 10

7009 SHRIMP ROAD
SECTION 35, TOWNSHIP 67 SOUTH, RANGE 25 EAST
STOCK ISLAND, KEY WEST, MONROE COUNTY, FLORIDA.

JOB #:	9681-2
SCALE:	AS SHOWN
DATE:	04/16/2015
BY:	S.A.M.
CHECKED:	K.M.C.
F.B. –	PG. –
SHEET	44 OF 60



GENERAL NOTES:

1. All elements of the subject property are as noted and labeled.
2. For all pertinent information refer to the Declaration of Condominium.
3. Element Hachure Legend:
   - Represents Unit
   - Represents Common Element
   - Represents Limited Common Element

Doc# 2063312
Bk# 2781 Pg# 1409

NORTH

0 80 160

GRAPHIC SCALE IN FEET
1" = 80'

ABBREVIATION LEGEND:

L.C.E. = Limited Common Element
M.C.R. = Monroe County Records
M.H.W.L. = Mean High Water Line
N.A.V.D. = North American Vertical Datum
O.R.B. = Official Records Book
P.B. = Plat Book
PG. = Page
P.O.B. = Point of Beginning
P.O.C. = Point of Commencement
R/W = Right-of-Way
S.F. = Square Feet

REVISIONS	
REVISED PER COMMENTS	7/30/15 S.A.M.
REVISED ACREAGE TAB	8/17/15 S.A.M.
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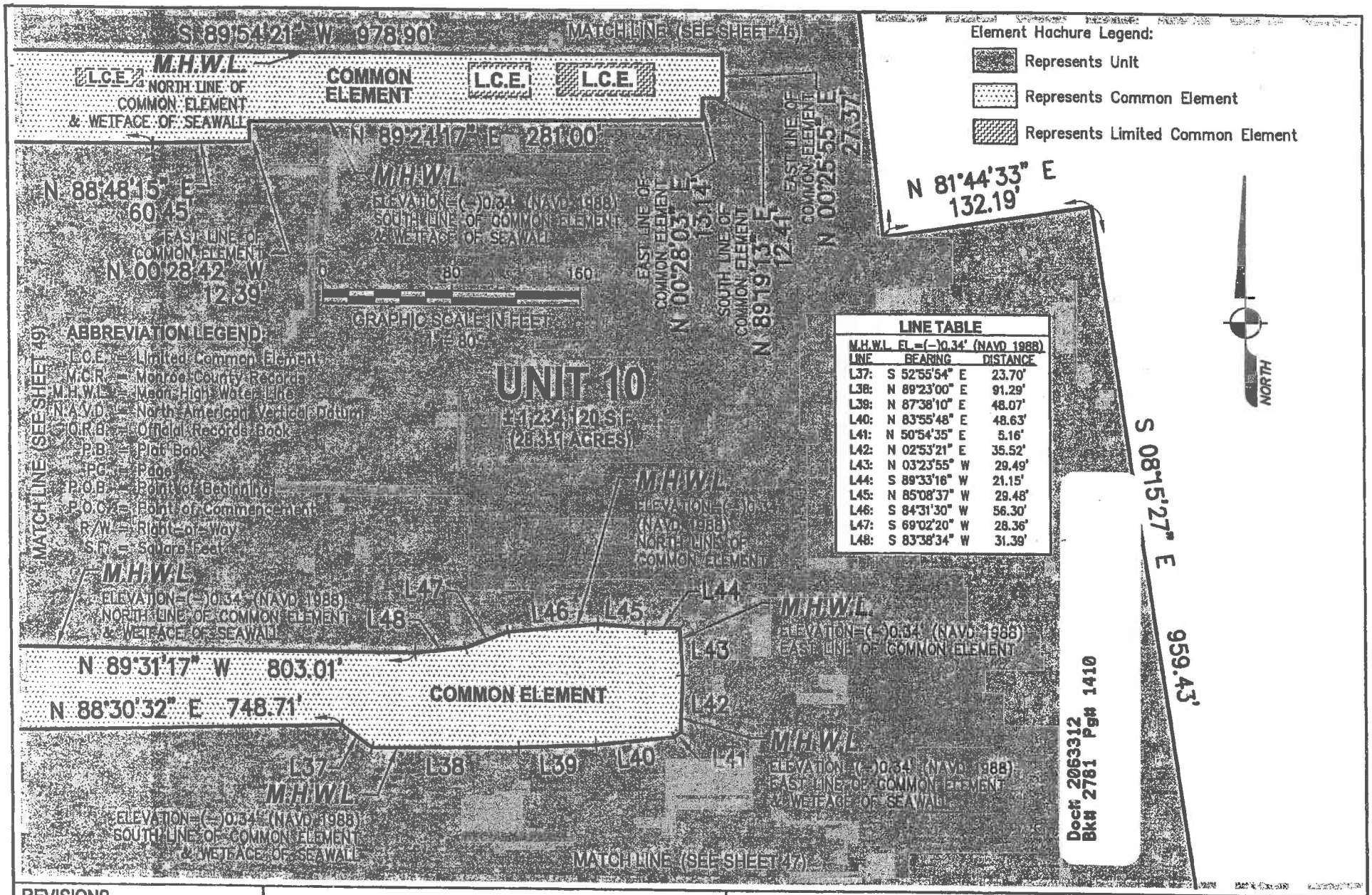
STOCK ISLAND MARINA VILLAGE
A CONDOMINIUM
UNIT 10

7009 SHRIMP ROAD
SECTION 35, TOWNSHIP 67 SOUTH, RANGE 25 EAST
STOCK ISLAND, KEY WEST, MONROE COUNTY, FLORIDA.

JOB #:	9681-2
SCALE:	1" = 80'
DATE:	04/16/2015
BY:	S.A.M.
CHECKED:	K.M.C.
F.B. --	PG. --
SHEET	45 OF 60



LINE TABLE

M.H.W.L. EL.=(-)0.34' (NAVD 1988)

LINE	BEARING	DISTANCE
L37:	S 52°55'54" E	23.70'
L38:	N 89°23'00" E	91.29'
L39:	N 87°38'10" E	48.07'
L40:	N 83°55'48" E	48.63'
L41:	N 50°54'35" E	5.16'
L42:	N 02°53'21" E	35.52'
L43:	N 03°23'55" W	29.49'
L44:	S 89°33'16" W	21.15'
L45:	N 85°08'37" W	29.48'
L46:	S 84°31'30" W	56.30'
L47:	S 69°02'20" W	28.36'
L48:	S 83°38'34" W	31.39'

REVISIONS

REVISED PER COMMENTS	7/30/15 S.A.M.
REVISED ACREAGE TAB	8/17/15 S.A.M.
REVISED SKETCH	12/22/15 S.A.M.

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STOCK ISLAND MARINA VILLAGE
A CONDOMINIUM
UNIT 10

7009 SHRIMP ROAD
SECTION 35, TOWNSHIP 67 SOUTH, RANGE 25 EAST
STOCK ISLAND, KEY WEST, MONROE COUNTY, FLORIDA.

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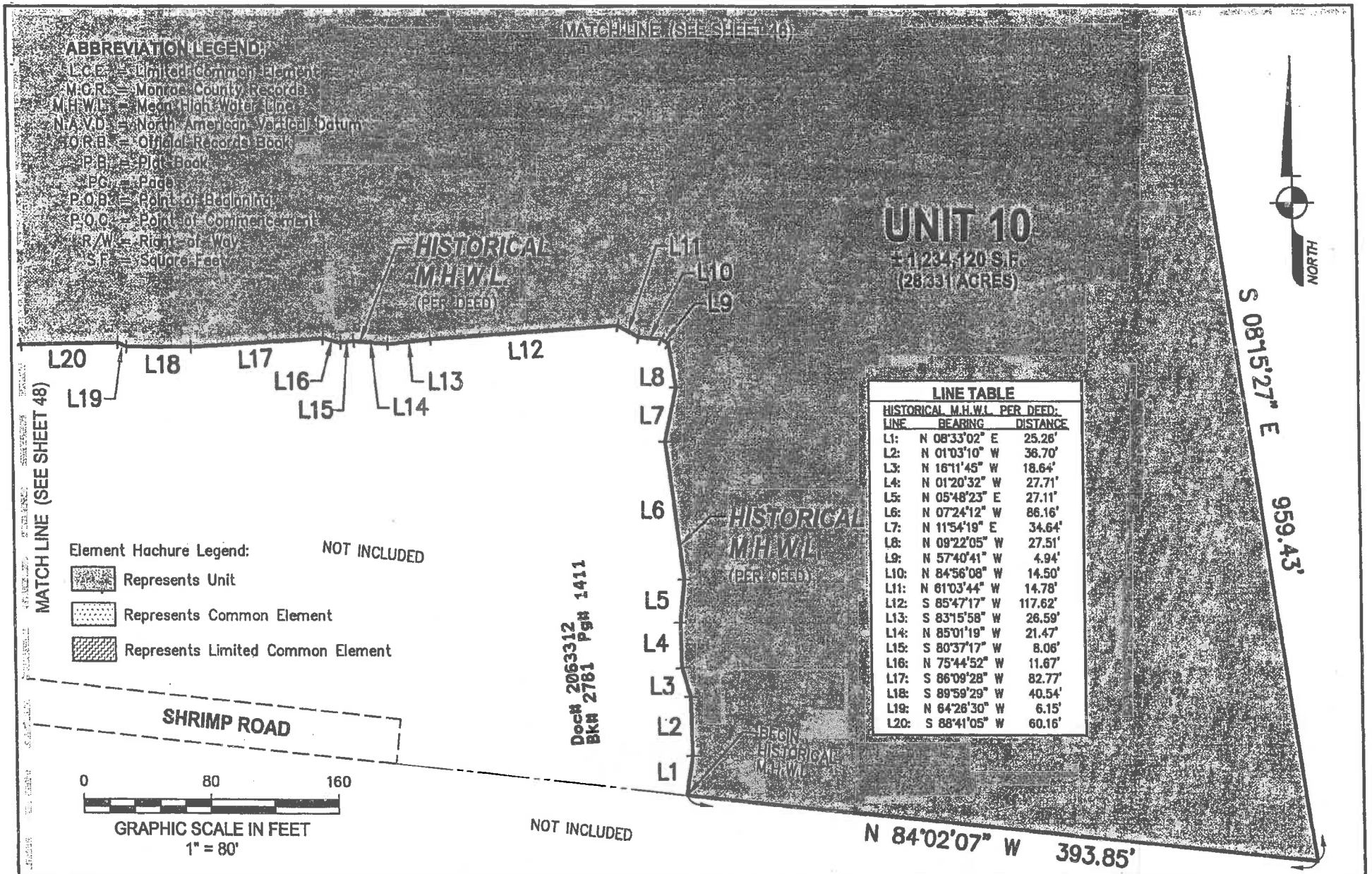
DATE:	04/16/2015
BY:	S.A.M.
CHECKED:	K.M.C.
F.B. –	PG. –
SHEET	46 OF 60



LINE TABLE

HISTORICAL M.H.W.L. PER DEED:

LINE	BEARING	DISTANCE
L1:	N 08°33'02" E	25.26'
L2:	N 01°03'10" W	36.70'
L3:	N 16°11'45" W	18.64'
L4:	N 01°20'32" W	27.71'
L5:	N 05°48'23" E	27.11'
L6:	N 07°24'12" W	86.16'
L7:	N 11°54'19" E	34.64'
L8:	N 09°22'05" W	27.51'
L9:	N 57°40'41" W	4.94'
L10:	N 84°56'08" W	14.50'
L11:	N 61°03'44" W	14.78'
L12:	S 85°47'17" W	117.62'
L13:	S 83°15'58" W	26.59'
L14:	N 85°01'19" W	21.47'
L15:	S 80°37'17" W	8.06'
L16:	N 75°44'52" W	11.67'
L17:	S 86°09'28" W	82.77'
L18:	S 89°59'29" W	40.54'
L19:	N 64°26'30" W	6.15'
L20:	S 88°41'05" W	60.16'

REVISIONS	
REVISED PER COMMENTS	7/30/15 S.A.M.
REVISED ACREAGE TAB	8/17/15 S.A.M.
REVISED SKETCH	12/22/15 S.A.M.

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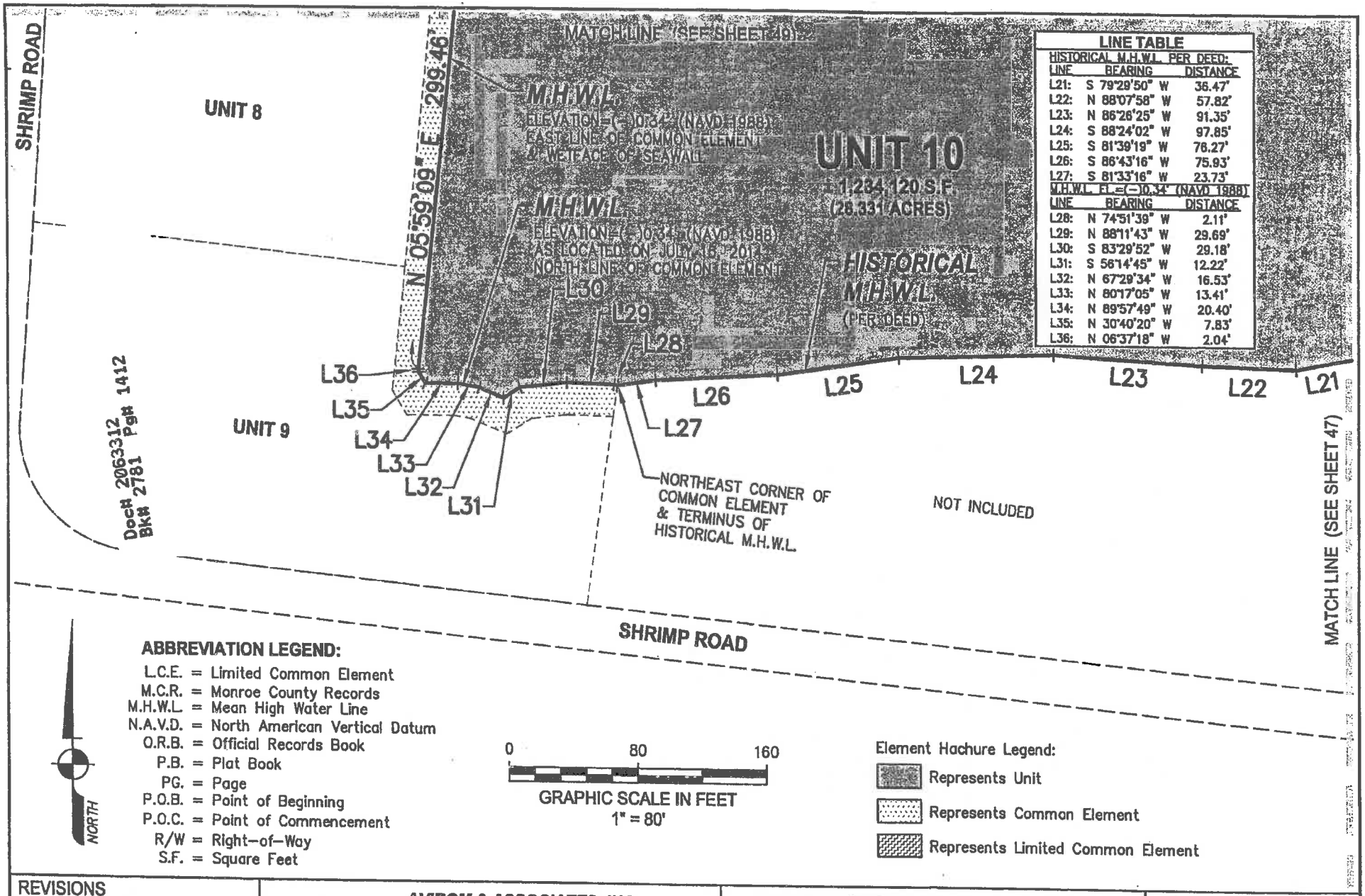
STOCK ISLAND MARINA VILLAGE
A CONDOMINIUM
UNIT 10

7009 SHRIMP ROAD
SECTION 35, TOWNSHIP 67 SOUTH, RANGE 25 EAST
STOCK ISLAND, KEY WEST, MONROE COUNTY, FLORIDA.

JOB #:	9681-2
SCALE:	1" = 80'
DATE:	04/16/2015
BY:	S.A.M.
CHECKED:	K.M.C.
F.B. –	PG. –
SHEET	47 OF 60



LINE TABLE

HISTORICAL M.H.W.L. PER DEED:

LINE	BEARING	DISTANCE
L21:	S 79°29'50" W	36.47'
L22:	N 88°07'58" W	57.82'
L23:	N 86°26'25" W	91.35'
L24:	S 88°24'02" W	97.85'
L25:	S 81°39'19" W	76.27'
L26:	S 86°43'16" W	75.93'
L27:	S 81°33'16" W	23.73'

M.H.W.L. EL.=(-)0.34' (NAVD 1988)

LINE	BEARING	DISTANCE
L28:	N 74°51'39" W	2.11'
L29:	N 88°11'43" W	29.69'
L30:	S 83°29'52" W	29.18'
L31:	S 56°14'45" W	12.22'
L32:	N 67°29'34" W	16.53'
L33:	N 80°17'05" W	13.41'
L34:	N 89°57'49" W	20.40'
L35:	N 30°40'20" W	7.83'
L36:	N 06°37'18" W	2.04'

ABBREVIATION LEGEND:

L.C.E. = Limited Common Element
M.C.R. = Monroe County Records
M.H.W.L. = Mean High Water Line
N.A.V.D. = North American Vertical Datum
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Element Hachure Legend:

Represents Unit
Represents Common Element
Represents Limited Common Element

REVISIONS

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STOCK ISLAND MARINA VILLAGE
A CONDOMINIUM
UNIT 10

7009 SHRIMP ROAD
SECTION 35, TOWNSHIP 67 SOUTH, RANGE 25 EAST
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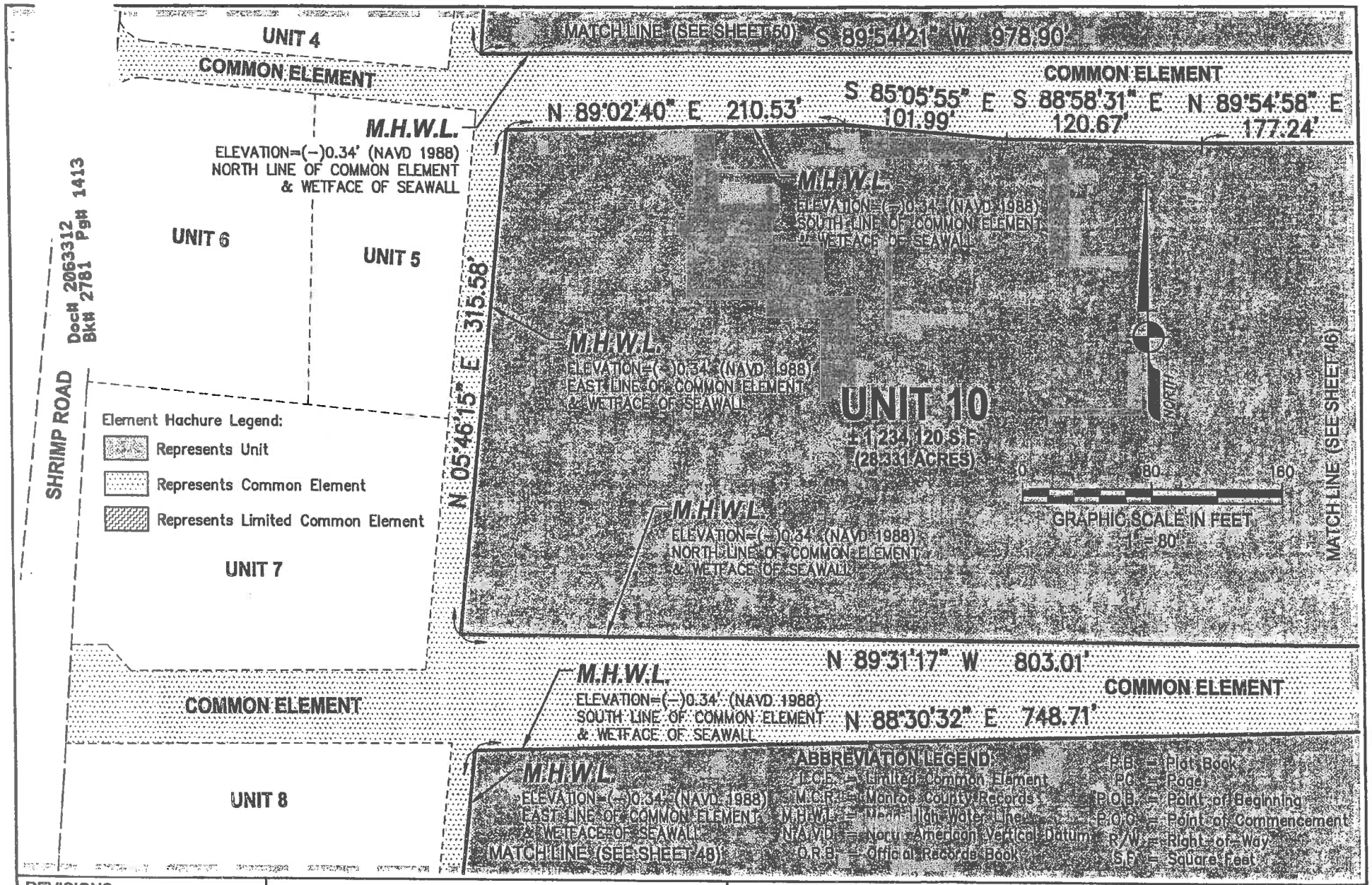
BY:	S.A.M.
CHECKED:	K.M.C.
F.B. --	PG. --
SHEET	48 OF 60



REVISIONS	
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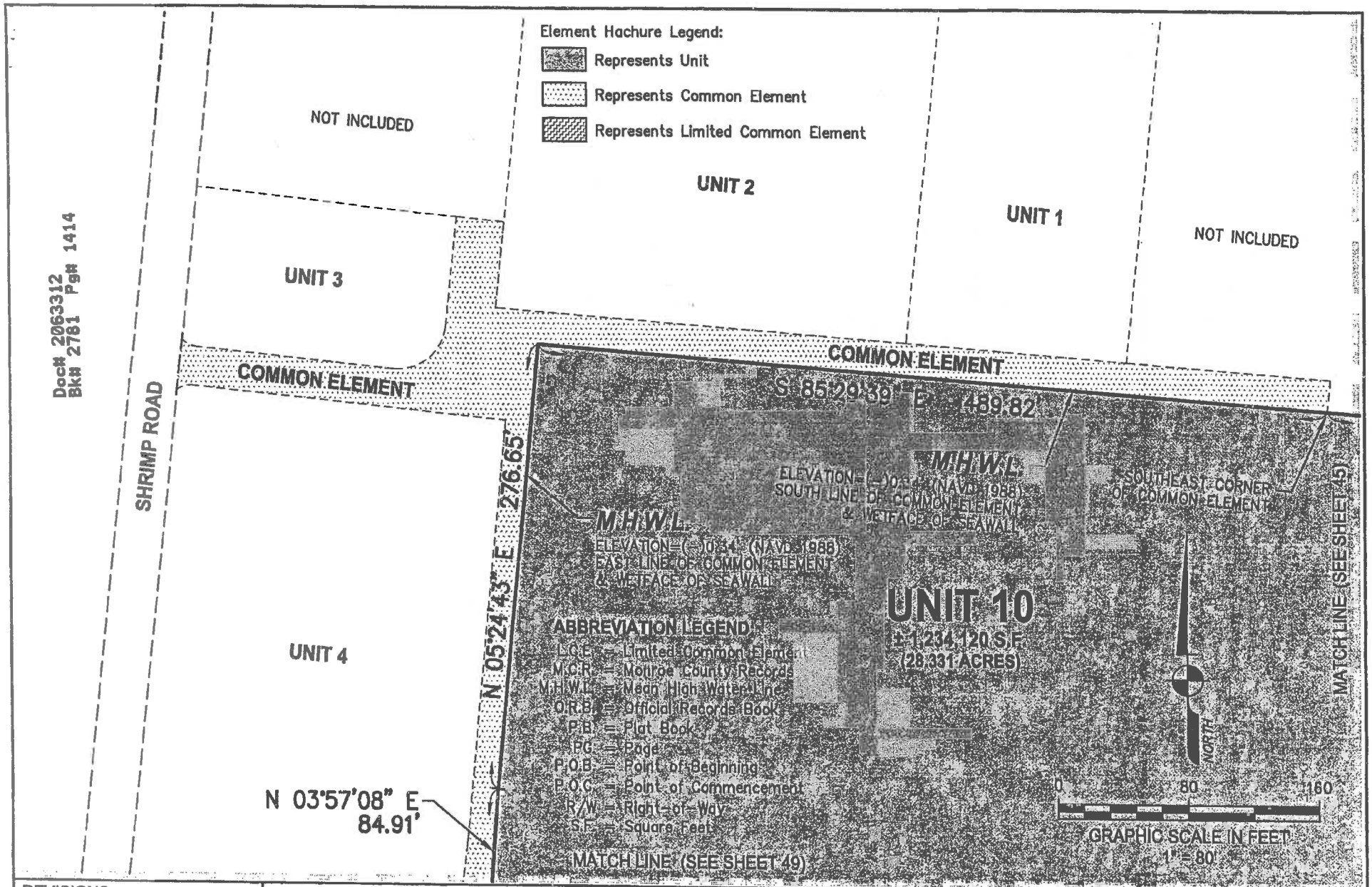
SHEET	49 OF 60



REVISIONS	
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CHECKED:	K.M.C.
F.B. –	PG. –
SHEET	50 OF 60

Doc# 2063412
Bk# 2781 Pg# 1415

LAND DESCRIPTION:

COMMON ELEMENT:

A portion of Section 35, Township 67 South, Range 25 East, Monroe County, Florida, being a parcel of land on Stock Island, described as follows:

COMMENCE at the northwest corner of Block 57, McDONALD'S PLAT OF A PART OF STOCK ISLAND, according to the Plat thereof, as recorded in Plat Book 1, Page 55, of the Public Records of Monroe County, Florida; thence S 84°02'07" E along the north boundary line of said Block 57, a distance of 499.98 feet to the easterly right-of-way line of Shrimp Road (a 30 foot wide right-of-way); thence S 05°57'53" W along said easterly right-of-way line, 913.55 feet; thence S 05°57'30" W continuing along said easterly right-of-way line of Shrimp Road, 94.42 feet to the south line of Unit 3, STOCK ISLAND MARINA VILLAGE, A CONDOMINIUM and the POINT OF BEGINNING, said point also being a point on a non-tangent curve, concave to the northeast, having a radius of 15.00 feet and a central angle of 40°37'07" (a radial line bears N 46°32'11" E from said point); thence southeasterly along the south line of said Unit 3 and the arc of said curve, a distance of 10.63 feet to a point of tangency; thence S 84°04'56" E continuing along the south line of said Unit 3, a distance of 122.06 feet to the point of curvature of a curve concave to the northwest, having a radius of 30.00 feet and a central angle of 89°56'52"; thence northeasterly along the arc of said curve also being the southeasterly line of said Unit 3, a distance of 47.10 feet; thence N 05°58'13" E along the east line of said Unit 3, a distance of 67.93 feet to the north line of said Unit 3; thence S 84°02'13" E along the easterly extension of the north line of said Unit 3, a distance of 29.84 feet to the west line of Unit 2, STOCK ISLAND MARINA VILLAGE, A CONDOMINIUM; thence S 05°58'13" W along the west line of said Unit 2, a distance of 53.54 feet to the south line of said Unit 2; thence S 85°29'39" E along the south line of said Unit 2 and the south line of Unit 1, STOCK ISLAND MARINA VILLAGE, A CONDOMINIUM, a distance of 393.27 feet to the southeast corner of said Unit 1; thence S 85°30'12" E 125.05 feet; thence S 05°27'35" W, 20.11 feet to the wetface of a seawall being the north line of Unit 10, STOCK ISLAND MARINA VILLAGE, A CONDOMINIUM and a Mean High Water Line (the following thirty nine courses being along said Mean High Water Line, the first sixteen of which also being along the wetface of seawalls); thence N 85°29'39" W along the north line of said Unit 10, a distance of 489.82 feet to the west line of said Unit 10; thence S 05°24'43" W along said west line, 276.65 feet; thence S 03°57'08" W continuing along said west line, 84.91 feet to the south line of said Unit 10; thence N 89°54'21" E along said south line, 978.90 feet to the west line of said Unit 10; thence S 00°25'55" W along said west line, 27.37 feet to the north line of said Unit 10; thence S 89°19'13" W along said north line, 12.41 feet to the west line of said Unit 10; thence S 00°28'03" W along said west line, 13.14 feet to the north line of said Unit 10; thence S 89°24'17" W along said north line of Unit 10, a distance of 281.00 feet to the west line of said Unit 10; thence S 00°28'42" E along said west line of Unit 10, a distance of 12.39 feet to the north line of said Unit 10 (the following five courses being along said north line); thence S 88°48'15" W, 60.45 feet; thence S 89°54'58" W, 177.24 feet; thence N 88°58'31" W, 120.67 feet; thence N 85°05'55" W, 101.99 feet; thence S 89°02'40" W, 210.53 feet to the west line of said Unit 10; thence S 05°46'15"W along said west line, 315.58 feet to the south line of said Unit 10 (the following six courses being along said south line); thence S 89°31'17" E along said south line, 803.01 feet; thence N 83°38'34" E, 31.39 feet; thence N 69°02'20" E, 28.36 feet; thence N 84°31'30" E, 56.30 feet; thence S 85°08'37" E, 29.48 feet; thence N 89°33'16" E, 21.15 feet to west line of said Unit 10; thence

REVISIONS	
REVISED PER COMMENTS	7/30/15 S.A.M.
REVISED DESC. CE	12/09/15 S.A.M.
REVISED DESC. CE	1/11/16 S.A.M.

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STOCK ISLAND MARINA VILLAGE
A CONDOMINIUM
COMMON ELEMENT

7009 SHRIMP ROAD
SECTION 35, TOWNSHIP 67 SOUTH, RANGE 25 EAST
STOCK ISLAND, KEY WEST, MONROE COUNTY, FLORIDA.

JOB #:	9681-2
SCALE:	AS SHOWN
DATE:	04/16/2015
BY:	S.A.M.
CHECKED:	K.M.C.
F.B.	– PG. –
SHEET	51 OF 60

LAND DESCRIPTION (COMMON ELEMENT CONTINUED):

S 03°23'55" E along said west line, 29.49 feet to the wetface of a seawall (the following eight courses being along the wetface of seawalls); thence S 02°53'21" W along the west line of said Unit 10, a distance of 35.52 feet to the north line of said Unit 10 (the following six courses being along said north line); thence S 50°54'35" W, 5.16 feet; thence S 83°55'48" W, 48.63 feet; thence S 87°38'10" W, 48.07 feet; thence S 89°23'00" W, 91.29 feet; thence N 52°55'54" W, 23.70 feet; thence S 88°30'32" W, 748.71 feet to the west line of said Unit 10; thence S 05°59'09" W along said west line, 299.46 feet; thence S 06°37'18" E continuing along said west line, 2.04 feet to the south line of said Unit 10 (the following eight courses being along said south line); thence S 30°40'20" E, 7.83 feet; thence S 89°57'49" E, 20.40 feet; thence S 80°17'05" E, 13.41 feet; thence S 67°29'34" E, 16.53 feet; thence N 56°14'45" E, 12.22 feet; thence N 83°29'52" E, 29.18 feet; thence S 88°11'43" E, 29.69 feet; thence S 74°51'39" E, 2.11 feet; thence S 07°55'28" W, 19.63 feet to the north line of Unit 9, STOCK ISLAND MARINA VILLAGE, A CONDOMINIUM (the following six courses being along said north line); thence N 88°11'43" W, 28.19 feet; thence S 83°29'52" W, 22.88 feet; thence S 56°14'45" W, 18.06 feet; thence N 67°29'34" W, 24.98 feet; thence N 80°17'05" W, 9.47 feet; thence N 89°57'49" W, 30.09 feet to the east line of said Unit 9; thence N 30°40'20" W along said east line, 17.88 feet; thence N 05°59'09" E continuing along the east line of said Unit 9 and the east line of Unit 8, STOCK ISLAND MARINA VILLAGE, A CONDOMINIUM, a distance of 317.67 feet to the north line of said Unit 8; thence S 89°31'30" W along the south line of said Unit 8, a distance of 241.71 feet to the easterly right-of-way line of Public Right-of-Way Tract 2 of Shrimp Road as recorded in Official Records Book 2030, Page 949, of said Public Records of Monroe County, Florida; thence N 04°02'04" E along said easterly right-of-way line of said Public Right-of-Way Tract 2, a distance of 61.11 feet to the south line of Unit 7, STOCK ISLAND MARINA VILLAGE, A CONDOMINIUM (the following three courses being along said south line); thence N 89°31'30" E, 22.50 feet; thence S 42°41'02" E, 21.50 feet; thence N 89°31'30" E, 184.26 feet to the east line of said Unit 7; thence N 05°46'15" E along the east line of said Unit 7 and the east line of Unit 5, STOCK ISLAND MARINA VILLAGE, A CONDOMINIUM, a distance of 349.82 feet to the north line of said Unit 5; thence N 84°30'00" W along the north line of said Unit 5 and the north line of Unit 6, STOCK ISLAND MARINA VILLAGE, A CONDOMINIUM, a distance of 208.61 feet to the point of curvature of a curve, concave to the southeast, having a radius of 20.00 feet and a central angle of 59°16'50"; thence southwesterly continuing along the north line of said Unit 6 and the arc of said curve, a distance of 20.69 feet to the easterly right-of way line of said Shrimp Road; thence N 05°57'30" E along the easterly right-of-way line of said Shrimp Road, 44.98 feet to the south line of Unit 4, STOCK ISLAND MARINA VILLAGE, A CONDOMINIUM, being a point on a non-tangent curve, concave to the northeast, having a radius of 20.00 feet and a central angle of 63°53'07" (a radial line bears N 69°23'07" E from said point); thence southeasterly along the south line of said Unit 4 and the arc of said curve, a distance of 22.30 feet to a point of tangency; thence S 84°30'00" E continuing along the south line of said Unit 4, a distance of 188.39 feet to the east line of said Unit 4; thence N 07°30'52" E along said east line, 63.57 feet; thence N 05°32'11" E continuing along the east line of said Unit 4, a distance of 261.71 feet to the north line of said Unit 4, thence N 84°04'56" W along the north line of said Unit 4, a distance of 196.37 feet to a point of curvature of a curve concave to the southeast, having a radius of 15.00 feet and a central angle of 41°05'03"; thence southwesterly along the north line of said Unit 4 and the arc of said curve, a distance of 10.76 feet to the easterly right-of-way line of said Shrimp Road; thence N 05°57'30" E along said easterly right-of-way line, 31.31 feet to the POINT OF BEGINNING.

REVISIONS	
REVISED PER COMMENTS	7/30/15 S.A.M.
REVISED DESC. CE	12/09/15 S.A.M.
REVISED DESC. CE	1/11/16 S.A.M.

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STOCK ISLAND MARINA VILLAGE
A CONDOMINIUM
COMMON ELEMENT

7009 SHRIMP ROAD
SECTION 35, TOWNSHIP 67 SOUTH, RANGE 25 EAST
STOCK ISLAND, KEY WEST, MONROE COUNTY, FLORIDA.

JOB #:	9681-2
SCALE:	AS SHOWN
DATE:	04/16/2015
BY:	S.A.M.
CHECKED:	K.M.C.
F.B. --	PG. --
SHEET	52 OF 60

LAND DESCRIPTION (COMMON ELEMENT CONTINUED):

Doc# 2063312
Bk# 2781 Pg# 1417

LESS & EXCEPT LIMITED COMMON ELEMENTS:

LIMITED COMMON ELEMENT "1":

A portion of Section 35, Township 67 South, Range 25 East, Monroe County, Florida, being a parcel of land on Stock Island, described as follows:

COMMENCE at the northwest corner of Block 57, McDONALD'S PLAT OF A PART OF STOCK ISLAND, according to the Plat thereof, as recorded in Plat Book 1, Page 55, of the Public Records of Monroe County, Florida; thence S 84°02'07" E along the north boundary line of said Block 57, a distance of 499.98 feet to the east right-of-way line of Shrimp Road (a 30 foot wide right-of-way); thence S 05°57'53" W along said easterly right-of-way line, 913.55 feet; thence S 05°57'30" W continuing along said east right-of-way line of Shrimp Road, 467.74 feet; thence S 89°57'01" E, 805.82 feet to the POINT OF BEGINNING "1"; thence continue S 89°57'01" E, 41.17 feet to a point hereinafter referred to as REFERENCE POINT "A"; thence S 00°02'59" W, 10.64 feet; thence N 89°57'01" W, 41.17 feet; thence N 00°02'59" E, 10.64 feet to the POINT OF BEGINNING "1".

ALSO LESS & EXCEPT:

LIMITED COMMON ELEMENT "2":

COMMENCE at the aforementioned REFERENCE POINT "A"; thence N 88°21'49" E, 202.61 feet to the POINT OF BEGINNING "2"; thence N 89°33'16" E, 38.20 feet to a point hereinafter referred to as REFERENCE POINT "B"; thence S 00°26'44" E, 21.48 feet; thence S 89°33'16" W, 38.20 feet; thence N 00°26'44" W, 21.48 feet to the POINT OF BEGINNING "2".

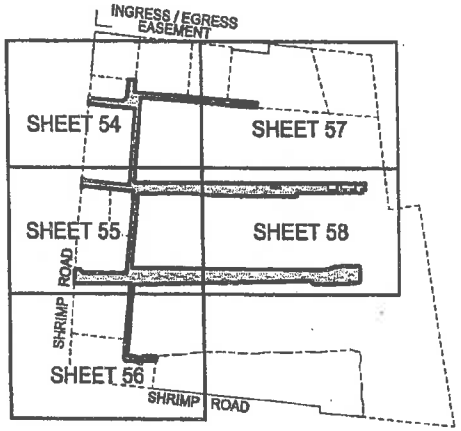
ALSO LESS & EXCEPT:

LIMITED COMMON ELEMENT "3":

COMMENCE at the aforementioned REFERENCE POINT "B"; thence S 89°17'19" E, 16.87 feet to the to the POINT OF BEGINNING "3"; thence N 89°40'17" E, 60.25 feet; thence S 00°19'43" E, 20.20 feet; thence S 89°40'17" W, 60.25 feet; thence N 00°19'43" W, 20.20 feet to the POINT OF BEGINNING "3".

Said lands lying and situate in Monroe County, Florida, containing 159,947 square feet (3.672 acres), more or less.

KEY SHEET
(NOT TO SCALE)



REVISIONS	
REVISED PER COMMENTS	7/30/15 S.A.M.
REVISED DESC. CE	12/09/15 S.A.M.
REVISED DESC. CE	1/11/16 S.A.M.

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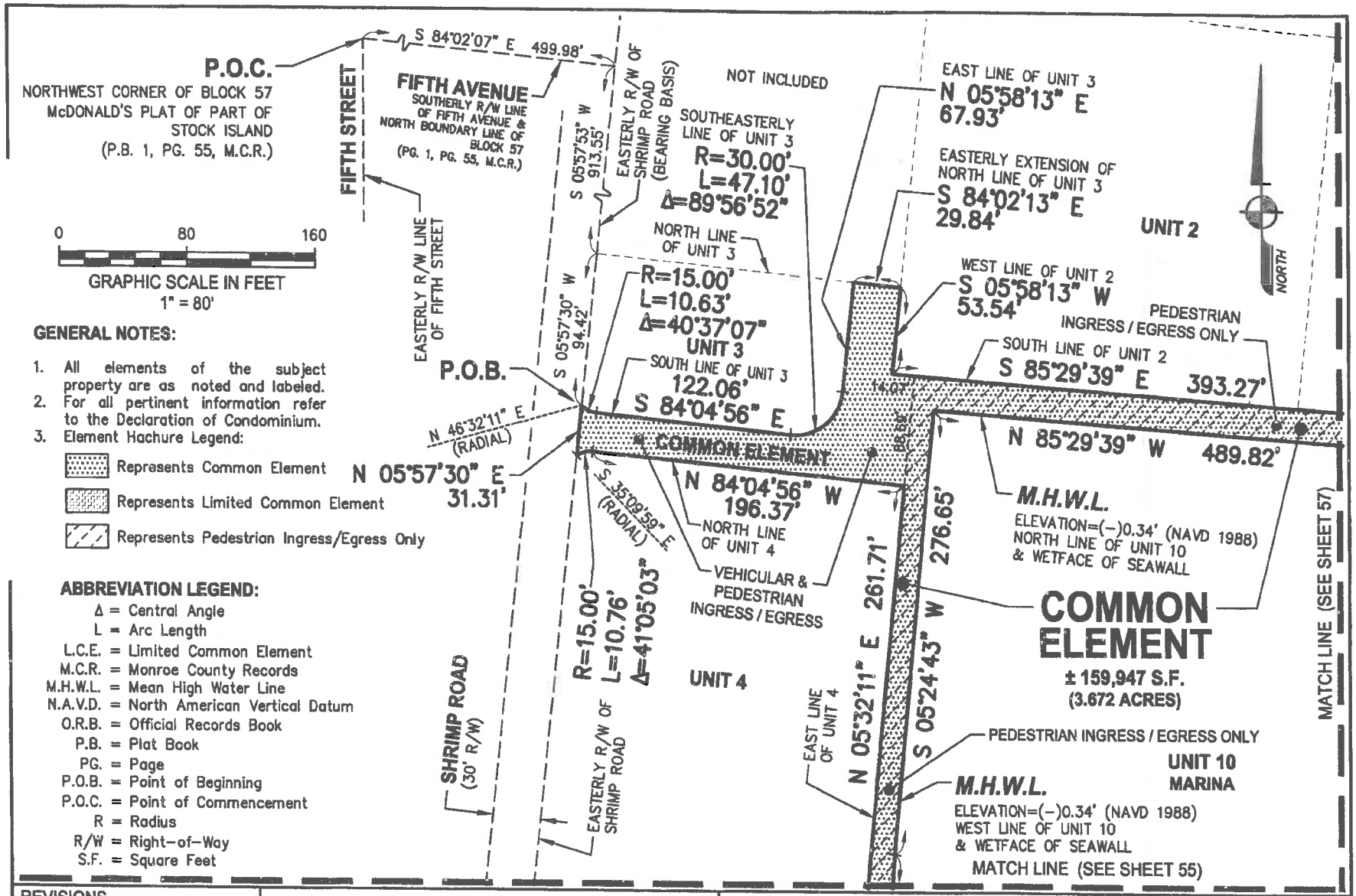
STOCK ISLAND MARINA VILLAGE
A CONDOMINIUM
COMMON ELEMENT

7009 SHRIMP ROAD
SECTION 35, TOWNSHIP 67 SOUTH, RANGE 25 EAST
STOCK ISLAND, KEY WEST, MONROE COUNTY, FLORIDA.

JOB #:	9681-2
SCALE:	AS SHOWN
DATE:	04/16/2015
BY:	S.A.M.
CHECKED:	K.M.C.
F.B. –	PG. –
SHEET	53 OF 60

Doc# 2063312
BK# 2781 Pg# 1418



GENERAL NOTES:

1. All elements of the subject property are as noted and labeled.
2. For all pertinent information refer to the Declaration of Condominium.
3. Element Hachure Legend:
   - Represents Common Element
   - Represents Limited Common Element
   - Represents Pedestrian Ingress/Egress Only

ABBREVIATION LEGEND:

- Δ = Central Angle
- L = Arc Length
- L.C.E. = Limited Common Element
- M.C.R. = Monroe County Records
- M.H.W.L. = Mean High Water Line
- N.A.V.D. = North American Vertical Datum
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REVISIONS	
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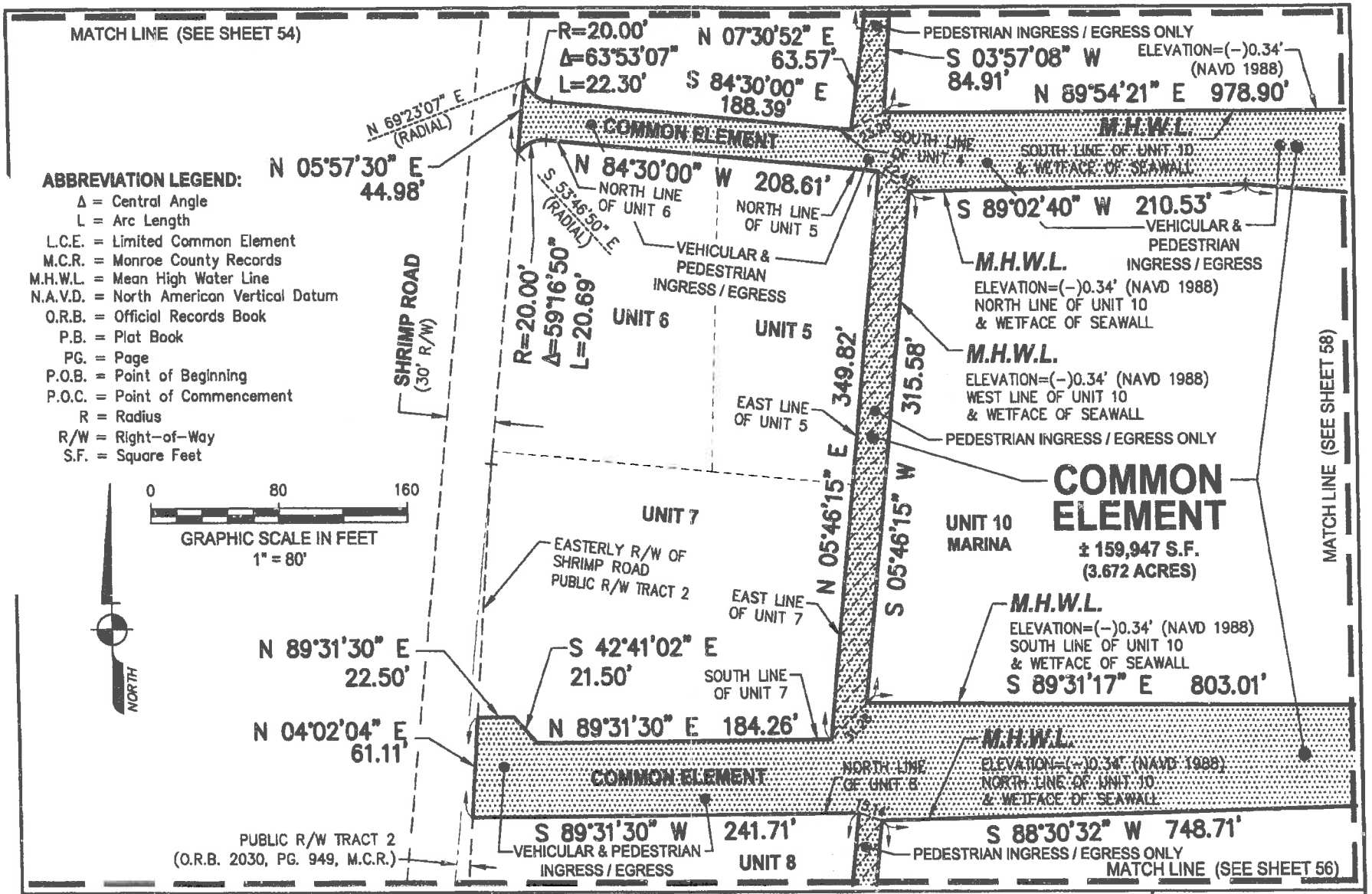
STOCK ISLAND MARINA VILLAGE
A CONDOMINIUM
COMMON ELEMENT

7009 SHRIMP ROAD
SECTION 35, TOWNSHIP 67 SOUTH, RANGE 25 EAST
STOCK ISLAND, KEY WEST, MONROE COUNTY, FLORIDA.

JOB #:	9681-2
SCALE:	1" = 80'
DATE:	04/16/2015
BY:	S.A.M.
CHECKED:	K.M.C.
F.B. –	PG. –
SHEET	54 OF 60

DocH 2063312
BkH 2781 PgH 1419



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REVISIONS	
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REVISED DESC. CE	1/11/16 S.A.M.

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STOCK ISLAND MARINA VILLAGE
A CONDOMINIUM
COMMON ELEMENT

7009 SHRIMP ROAD
SECTION 35, TOWNSHIP 67 SOUTH, RANGE 25 EAST
STOCK ISLAND, KEY WEST, MONROE COUNTY, FLORIDA.

JOB #:	9681-2
SCALE:	1" = 80'
DATE:	04/16/2015
BY:	S.A.M.
CHECKED:	K.M.C.
F.B.	– PG. –
SHEET	55 OF 60

ABBREVIATION LEGEND:

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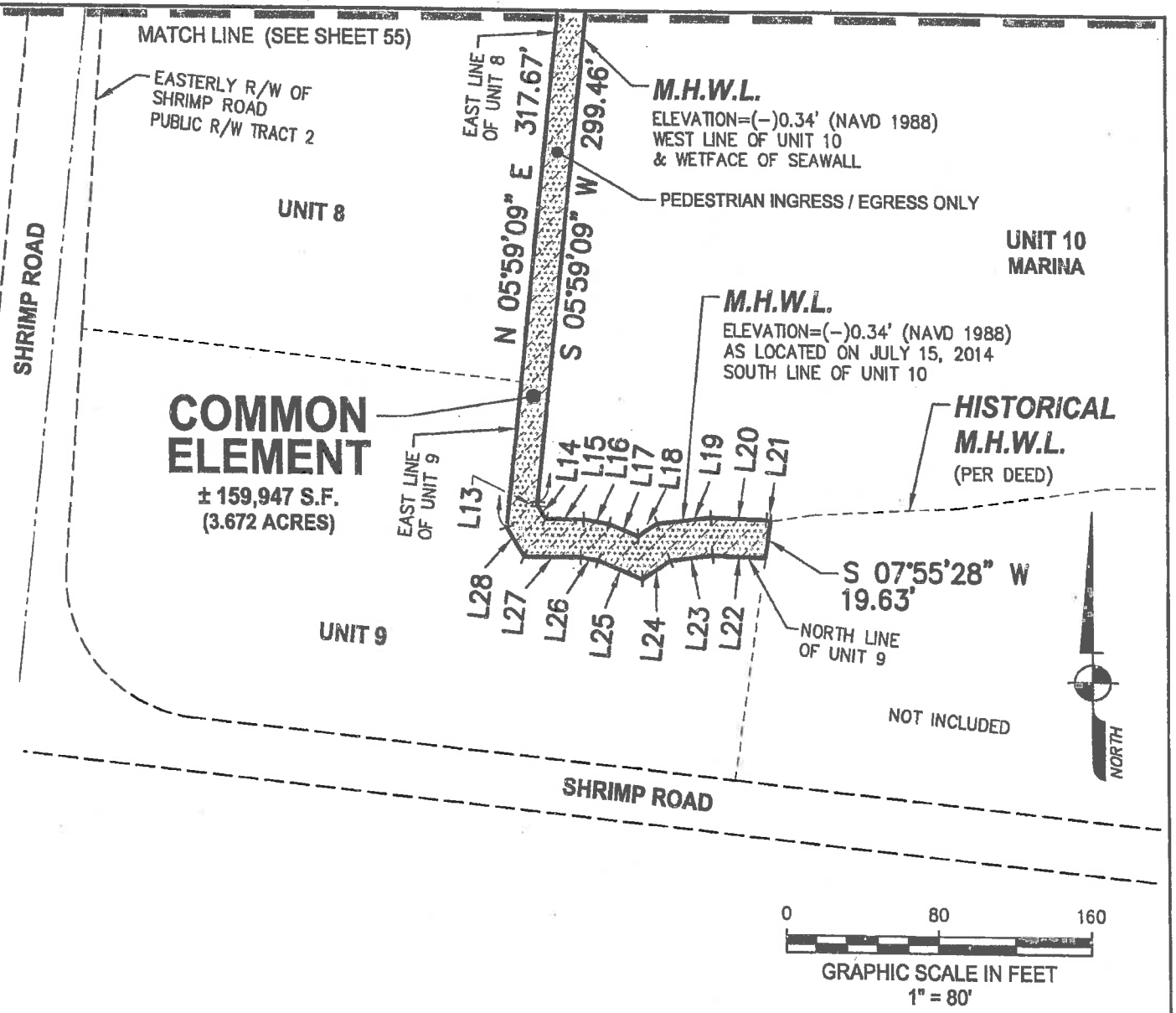

LINE TABLE

M.H.W.L. EL.=(-)0.34' (NAVD 1988)

LINE	BEARING	DISTANCE
L13:	S 06°37'18" E	2.04'
L14:	S 30°40'20" E	7.83'
L15:	S 89°57'49" E	20.40'
L16:	S 80°17'05" E	13.41'
L17:	S 67°29'34" E	16.53'
L18:	N 58°14'45" E	12.22'
L19:	N 83°29'52" E	29.18'
L20:	S 88°11'43" E	29.69'
L21:	S 74°51'39" E	2.11'
L22:	N 88°11'43" W	28.19'
L23:	S 83°29'52" W	22.88'
L24:	S 56°14'45" W	18.06'
L25:	N 67°29'34" W	24.98'
L26:	N 80°17'05" W	9.47'
L27:	N 89°57'49" W	30.09'
L28:	N 30°40'20" W	17.88'

Doc# 2063312
Bk# 2781 Pg# 1420

REVISIONS

REVISED PER COMMENTS	7/30/15 S.A.M.
REVISED DESC. CE	12/09/15 S.A.M.
REVISED DESC. CE	1/11/16 S.A.M.

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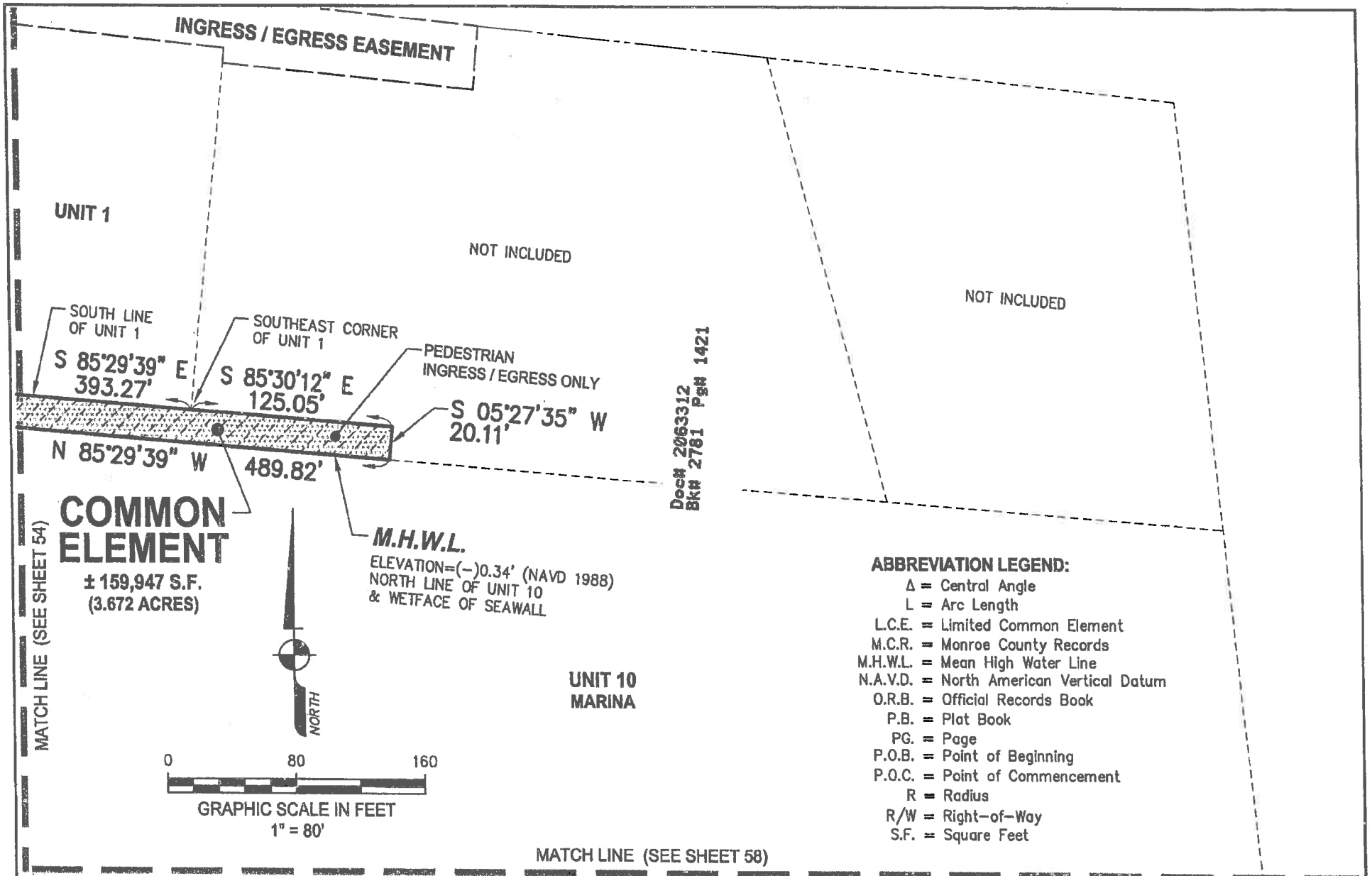
STOCK ISLAND MARINA VILLAGE
A CONDOMINIUM
COMMON ELEMENT

7009 SHRIMP ROAD
SECTION 35, TOWNSHIP 67 SOUTH, RANGE 25 EAST
STOCK ISLAND, KEY WEST, MONROE COUNTY, FLORIDA.

JOB #:	9681-2
SCALE:	1" = 80'
DATE:	04/16/2015
BY:	S.A.M.
CHECKED:	K.M.C.
F.B. –	PG. –
SHEET	56 OF 60



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REVISIONS	
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STOCK ISLAND MARINA VILLAGE
A CONDOMINIUM
COMMON ELEMENT

7009 SHRIMP ROAD
SECTION 35, TOWNSHIP 67 SOUTH, RANGE 25 EAST
STOCK ISLAND, KEY WEST, MONROE COUNTY, FLORIDA.

JOB #:	9681-2
SCALE:	1" = 80'
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BY:	S.A.M.
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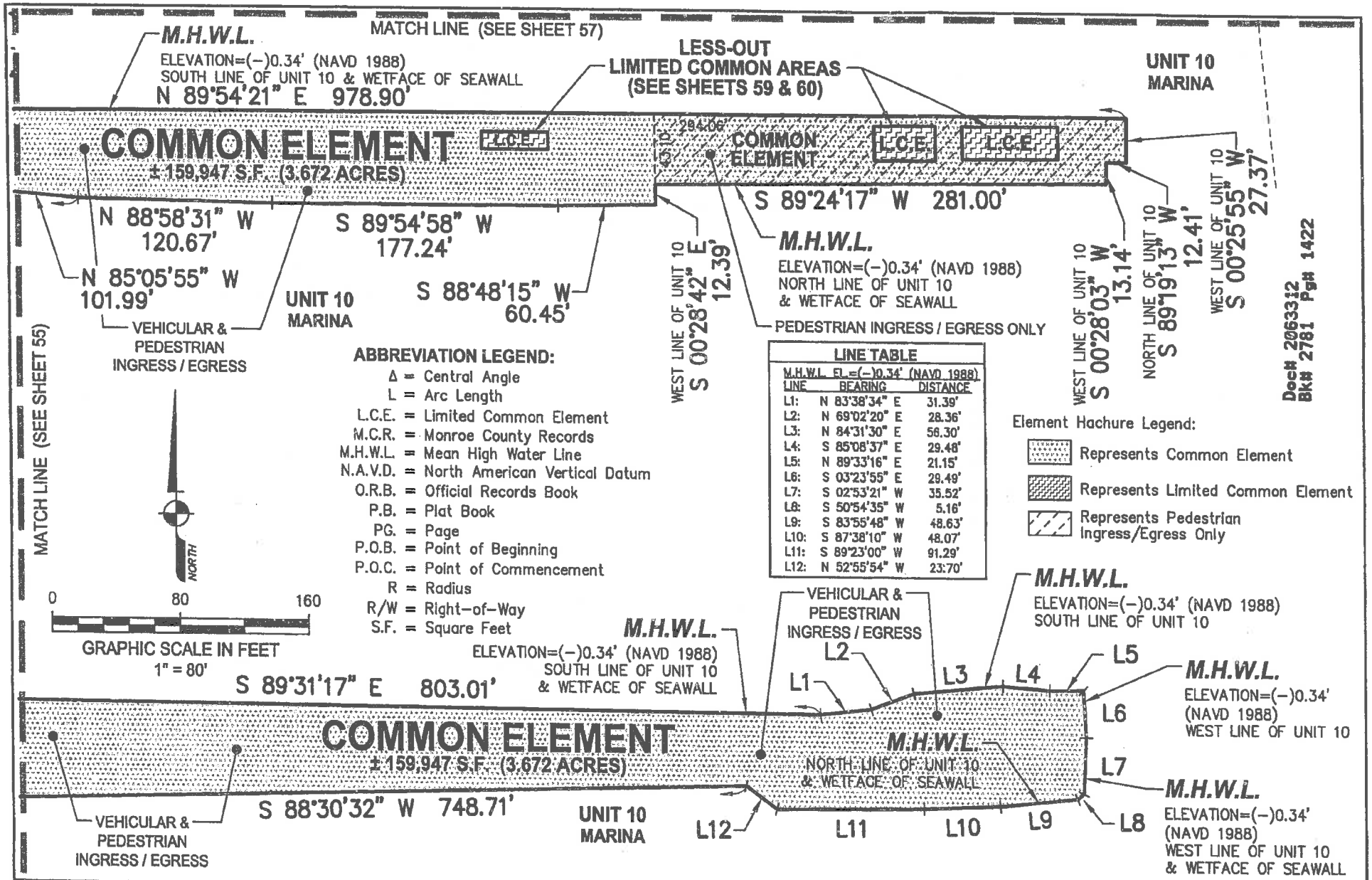
SHEET	57 OF 60



LINE TABLE

M.H.W.L. EL.=(-)0.34' (NAVD 1988)

LINE	BEARING	DISTANCE
L1:	N 83°38'34" E	31.39'
L2:	N 69°02'20" E	28.36'
L3:	N 84°31'30" E	56.30'
L4:	S 85°08'37" E	29.48'
L5:	N 89°33'16" E	21.15'
L6:	S 03°23'55" E	29.49'
L7:	S 02°53'21" W	35.52'
L8:	S 50°54'35" W	5.16'
L9:	S 83°55'48" W	48.63'
L10:	S 87°38'10" W	48.07'
L11:	S 89°23'00" W	91.29'
L12:	N 52°55'54" W	23.70'

REVISIONS	
REVISED PER COMMENTS	7/30/15 S.A.M.
REVISED DESC. CE	12/09/15 S.A.M.
REVISED DESC. CE	1/11/16 S.A.M.

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STOCK ISLAND MARINA VILLAGE
A CONDOMINIUM
COMMON ELEMENT

7009 SHRIMP ROAD
SECTION 35, TOWNSHIP 67 SOUTH, RANGE 25 EAST
STOCK ISLAND, KEY WEST, MONROE COUNTY, FLORIDA.

JOB #:	9681-2
SCALE:	1" = 80'
DATE:	04/16/2015
BY:	S.A.M.
CHECKED:	K.M.C.
F.B. -	PG. -
SHEET	58 OF 60

LAND DESCRIPTION:

DocH 2063312
BkH 2781 PgH 1423

LIMITED COMMON ELEMENT "1":

A portion of Section 35, Township 67 South, Range 25 East, Monroe County, Florida, being a parcel of land on Stock Island, described as follows:

COMMENCE at the northwest corner of Block 57, McDONALD'S PLAT OF A PART OF STOCK ISLAND, according to the Plat thereof, as recorded in Plat Book 1, Page 55, of the Public Records of Monroe County, Florida; thence S 84°02'07" E along the north boundary line of said Block 57, a distance of 499.98 feet to the east right-of-way line of Shrimp Road (a 30 foot wide right-of-way); thence S 05°57'53" W along said easterly right-of-way line, 913.55 feet; thence S 05°57'30" W continuing along said east right-of-way line of Shrimp Road, 467.74 feet; thence S 89°57'01" E, 805.82 feet to the POINT OF BEGINNING "1"; thence continue S 89°57'01" E, 41.17 feet to a point hereinafter referred to as REFERENCE POINT "A"; thence S 00°02'59" W, 10.64 feet; thence N 89°57'01" W, 41.17 feet; thence N 00°02'59" E, 10.64 feet to the POINT OF BEGINNING "1".

TOGETHER WITH:

LIMITED COMMON ELEMENT "2":

COMMENCE at the aforementioned REFERENCE POINT "A"; thence N 88°21'49" E, 202.61 feet to the POINT OF BEGINNING "2"; thence N 89°33'16" E, 38.20 feet to a point hereinafter referred to as REFERENCE POINT "B"; thence S 00°26'44" E, 21.48 feet; thence S 89°33'16" W, 38.20 feet; thence N 00°26'44" W, 21.48 feet to the POINT OF BEGINNING "2".

TOGETHER WITH:

LIMITED COMMON ELEMENT "3":

COMMENCE at the aforementioned REFERENCE POINT "B"; thence S 89°17'19" E, 16.87 feet to the to the POINT OF BEGINNING "3"; thence N 89°40'17" E, 60.25 feet; thence S 00°19'43" E, 20.20 feet; thence S 89°40'17" W, 60.25 feet; thence N 00°19'43" W, 20.20 feet to the POINT OF BEGINNING "3".

Said lands lying and situate in Monroe County, Florida, containing 2,475 square feet (0.057 acres), more or less.

REVISIONS	
REVISED PER COMMENTS	7/30/15 S.A.M.

AVIROM & ASSOCIATES, INC.
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STOCK ISLAND MARINA VILLAGE
A CONDOMINIUM
LIMITED COMMON ELEMENTS

7009 SHRIMP ROAD
SECTION 35, TOWNSHIP 67 SOUTH, RANGE 25 EAST
STOCK ISLAND, KEY WEST, MONROE COUNTY, FLORIDA.

JOB #:	9681-2
SCALE:	AS SHOWN
DATE:	04/16/2015
BY:	S.A.M.
CHECKED:	K.M.C.
F.B. –	PG. –
SHEET	59 OF 60

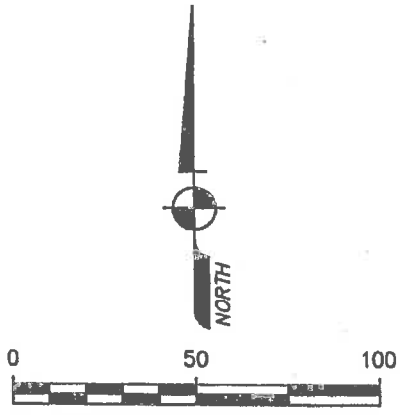
GENERAL NOTES:

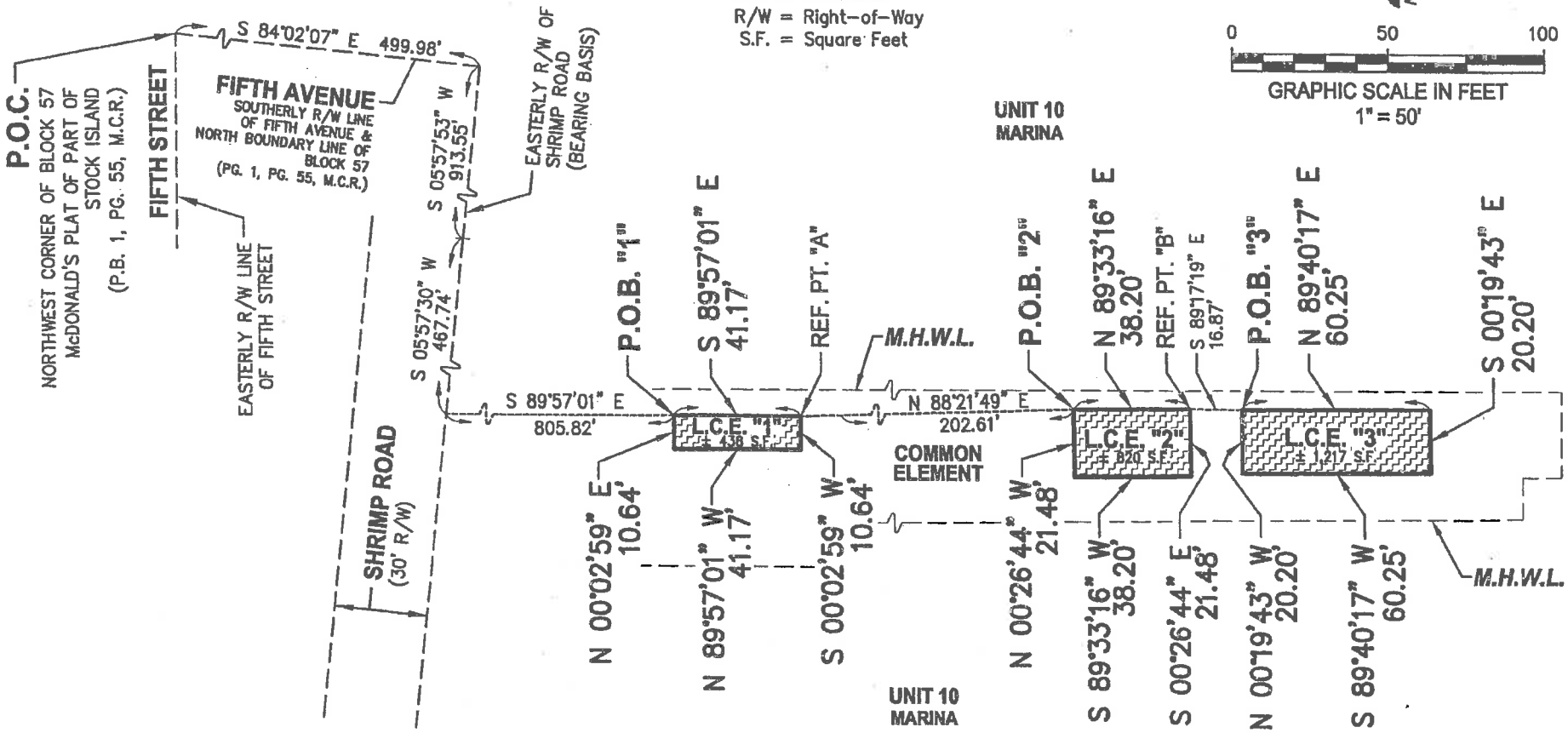
1. All elements of the subject property are as noted and labeled.
2. For all pertinent information refer to the Declaration of Condominium.
3. Element Hachure Legend:

   Represents Limited Common Element

ABBREVIATION LEGEND:

L.C.E. = Limited Common Element
M.C.R. = Monroe County Records
M.H.W.L. = Mean High Water Line
O.R.B. = Official Records Book
P.B. = Plat Book
PG. = Page
P.O.B. = Point of Beginning
P.O.C. = Point of Commencement
PT. = Point
REF. = Reference
R/W = Right-of-Way
S.F. = Square Feet





Doc# 2063312
Bk# 2781 Pg# 1424

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STOCK ISLAND MARINA VILLAGE
A CONDOMINIUM
LIMITED COMMON ELEMENTS

7009 SHRIMP ROAD
SECTION 35, TOWNSHIP 67 SOUTH, RANGE 25 EAST
STOCK ISLAND, KEY WEST, MONROE COUNTY, FLORIDA.

JOB #:	9681-2
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BY:	S.A.M.
CHECKED:	K.M.C.
F.B. --	PG. --
SHEET 60	OF 60

EXHIBIT "3"

The undivided percentage interest of each Unit in the Common Elements and Common Surplus, and the percentage of Common Expenses appurtenant to each Unit shall be as follows:

Unit	Percentage Interest in Common Elements and Common Surplus, Percentage of Common Expenses Appurtenant to Unit
1	3.20%
2	6.07%
3	1.59%
4	6.85%
5	1.85%
6	2.56%
7	3.80%
8	5.45%
9	5.99%
10	62.64%

EXHIBIT "4"

BY-LAWS
OF
STOCK ISLAND MARINA VILLAGE CONDOMINIUM ASSOCIATION, INC.

A corporation not for profit organized under the laws of the State of Florida

1. Identity. These are the By-Laws of **STOCK ISLAND MARINA VILLAGE CONDOMINIUM ASSOCIATION, INC.** (the "**Association**"), a corporation not for profit incorporated under the laws of the State of Florida, and organized for the purposes set forth in its Articles of Incorporation.

   1.1 Fiscal Year. The fiscal year of the Association shall be the twelve month period commencing January 1st and terminating December 31st of each year. The provisions of this Subsection 1.1 may be amended at any time by a majority of the Board of Directors of the Association.

   1.2 Seal. The seal of the Association shall bear the name of the corporation, the word "Florida", the words "Corporation Not for Profit", and the year of incorporation.

2. Definitions. For convenience, these By-Laws shall be referred to as the "**By-Laws**" and the Articles of Incorporation of the Association as the "**Articles**". The other terms used in these By-Laws shall have the same definitions and meanings as those set forth in the Declaration of **STOCK ISLAND MARINA VILLAGE, A CONDOMINIUM,** (the "**Declaration**") unless herein provided to the contrary, or unless the context otherwise requires.

3. Members.

   3.1 Annual Meeting. An annual members' meeting shall be held on the date, at the place and at the time determined by the Board of Directors from time to time, provided that there shall be an annual meeting every calendar year and the location of the annual meeting shall be within 10 miles of the Condominium Property. The purpose of the meeting shall be, except as provided herein to the contrary, to elect members of the Board of Directors, and to transact any other business authorized to be transacted by the members, or as stated in the notice of the meeting sent to Unit Owners in advance thereof. Unless changed by the Board of Directors, the first annual meeting shall be held in the month of October of the calendar year following the calendar year in which the Declaration is filed.

   3.2 Special Meetings. Special members' meetings shall be held at such places as provided herein for annual meetings, and may be called by the President or by a majority of the Board of Directors of the Association, and must be called by the President or Secretary upon receipt of a written request from a majority of the members of the Association. The business conducted at a special meeting shall be limited to those agenda items specifically identified in the notice of the meeting. Special meetings may also be called by Unit Owners in the manner provided for in the Act. Notwithstanding the foregoing: (i) as to special meetings regarding the adoption of the Condominium's estimated operating budget, reference should be made to Section 12.1 of these By-Laws; and (ii) as to special meetings regarding recall of Board members, reference should be made to Section 4.3 of these By-Laws.

3.3 Participation by Unit Owners. Subject to the following and such further reasonable restrictions as may be adopted from time to time by the Board, Unit Owners shall have the right to speak at the annual and special meetings of the Unit Owners, committee meetings and Board meetings with reference to all designated agenda items. A Unit Owner does not have the right to speak with respect to items not specifically designated on the agenda, provided, however, that the Board may permit a Unit Owner to speak on such items in its sole discretion. Every Unit Owner who desires to speak at a meeting may do so, provided that the Unit Owner has filed a written request with the Secretary of the Association not less than 24 hours prior to the scheduled time for commencement of the meeting. Unless waived by the chairman of the meeting (which may be done in the chairman's sole and absolute discretion and without being deemed to constitute a waiver as to any other subsequent speakers), all Unit Owners speaking at a meeting shall be limited to no more and no less than three (3) minutes per speaker. Any Unit Owner may tape record or videotape a meeting, subject to the following and such further reasonable restrictions as may be adopted from time to time by the Board:

(a) The only audio and video equipment and devices which Unit Owners are authorized to utilize at any such meeting is equipment which does not produce distracting sound or light emissions;

(b) Audio and video equipment shall be assembled and placed in position in advance of the commencement of the meeting;

(c) Anyone videotaping or recording a meeting shall not be permitted to move about the meeting room in order to facilitate the recording; and

(d) At least 48 hours (or 24 hours with respect to a Board meeting) prior written notice shall be given to the Secretary of the Association by any Unit Owner desiring to make an audio or video taping of the meeting.

3.4 Notice of Meeting; Waiver of Notice. Notice of a meeting of members (annual or special), stating the time and place and the purpose(s) for which the meeting is called, shall be given by the President or Secretary. A copy of the notice shall be posted at a conspicuous place on the Condominium Property. The notice of an annual or special meeting shall be hand delivered, electronically transmitted or sent by regular mail to each Unit Owner, unless the Unit Owner waives in writing the right to receive notice of the annual meeting by mail. The delivery or mailing shall be to the address of the member as last furnished to the Association by the Unit Owner. However, if a Unit is owned by more than one person, the Association shall provide notice, for meetings and all other purposes, to that one address initially identified for that purpose by the Developer and thereafter as one or more of the Owners of the Unit shall so advise the Association in writing, or if no address is given or if the Owners disagree, notice shall be sent to the address for the Owner as set forth on the deed of the Unit. The posting and mailing of the notice for either special or annual meetings (other than election meetings), which notice shall incorporate an identification of agenda items, shall be effected not less than fourteen (14) continuous days prior to the date of the meeting. The Board shall adopt by rule, and give notice to Unit Owners of, a specific location on the Condominium Property upon which all notices of members' meetings shall be posted. In lieu of or in addition to the physical posting of notice of any meeting of the Unit Owners on the Condominium Property, the Association may, by reasonable rule, adopt a procedure for conspicuously posting and repeatedly broadcasting the notice and the agenda on a closed-circuit cable

television system serving the Association, if any. However, if broadcast notice is used in lieu of a notice posted physically on the Condominium Property, the notice and agenda must be broadcast at least four times every broadcast hour of each day that a posted notice is otherwise required. When broadcast notice is provided, the notice and agenda must be broadcast in a manner and for a sufficient continuous length of time so as to allow an average reader to observe the notice and read and comprehend the entire content of the notice and the agenda.

Notice of specific meetings may be waived before or after the meeting and the attendance of any member (or person authorized to vote for such member), either in person or by proxy, shall constitute such member's waiver of notice of such meeting, and waiver of any and all objections to the place of the meeting, the time of the meeting or the manner in which it has been called or convened, except when his (or his authorized representative's) attendance is for the express purpose of objecting at the beginning of the meeting to the transaction of business because the meeting is not lawfully called.

An officer of the Association, or the manager or other person providing notice of the meeting shall provide an affidavit or United States Postal Service certificate of mailing, to be included in the official records of the Association, affirming that notices of meetings were posted and mailed or hand delivered in accordance with this Section and Section 718.112(2)(d) of the Act, to each Unit Owner at the appropriate address for such Unit Owner. No other proof of notice of a meeting shall be required.

3.5 Quorum. A quorum at members' meetings shall be attained by the presence, either in person or by proxy (limited or general), of persons entitled to cast in excess of 33 1/3% of the votes of members entitled to vote at the subject meeting.

3.6 Voting.

(a) Number of Votes. In any meeting of members, the Owners of each Unit shall be entitled to cast the number of votes designated for their Unit as set forth in the Articles. The vote of a Unit shall not be divisible.

(b) Majority Vote. The acts approved by a majority of the votes present in person or by proxy at a meeting at which a quorum shall have been attained shall be binding upon all Unit Owners for all purposes, except where otherwise provided by law, the Declaration, the Articles or these By-Laws. As used in these By-Laws, the Articles or the Declaration, the terms "**majority of the Unit Owners**" and "**majority of the members**" shall mean a majority of the votes entitled to be cast by the members and not a majority of the members themselves and shall further mean more than 50% of the then total authorized votes present in person or by proxy and voting at any meeting of the Unit Owners at which a quorum shall have been attained. Similarly, if some greater percentage of members is required herein or in the Declaration or Articles, it shall mean such greater percentage of the votes of members and not of the members themselves.

(c) Voting Member. If a Unit is owned by one person, that person's right to vote shall be established by the roster of members. A person casting a vote for a Unit shall be presumed to have the authority to do so unless the President or the Board of Directors is otherwise notified. If a Unit is owned by a corporation, partnership, limited liability company, trust or any other lawful entity, the person

entitled to cast the vote for the Unit shall be designated by a certificate signed by persons having lawful authority to bind the corporation, partnership, limited liability company, trust or other lawful entity and filed with the Secretary of the Association. Such person need not be a Unit Owner. Such a certificate shall be valid until revoked or until superseded by a subsequent certificate or until a change in the ownership of the Unit occurs. If a certificate designating the person entitled to cast the vote for a Unit for which such certificate is required is not on file or has been revoked, the vote attributable to such Unit shall not be considered in determining whether a quorum is present, nor for any other purpose, and the total number of authorized votes in the Association shall be reduced accordingly until such certificate is filed.

(d) Secret Ballot. Upon demand of any member at any time prior to a vote upon any matter at a meeting of the members, any member may demand voting on such matter to be by secret ballot. In such event, the President shall call for nominations for inspectors of election to collect and tally written ballots upon the completion of balloting upon the subject matter.

3.7 Proxies. Votes to be cast at meetings of the Association membership may be cast in person or by proxy. Except as specifically provided herein, Unit Owners may not vote by general proxy, but may vote by limited proxies substantially conforming to the limited proxy form approved by the Division of Florida Condominiums, Timeshares, and Mobile Homes (the "**Division**"). No voting interest or consent right allocated to a Unit owned by the Association shall be exercised or considered for any purpose, whether for a quorum, an election, or otherwise. Limited proxies shall be permitted to the extent permitted by the Act. No proxy, limited or general, shall be used in the election of a member or members of the Board of Directors. General proxies may be used for other matters for which limited proxies are not required and may also be used in voting for nonsubstantive changes to items for which a limited proxy is required and given. A proxy may be made by any person entitled to vote, but shall only be valid for the specific meeting for which originally given and any lawful adjourned meetings thereof. In no event shall any proxy be valid for a period longer than 90 days after the date of the first meeting for which it was given. Every proxy shall be revocable at any time at the pleasure of the person executing it. A proxy must be in writing, signed by the person authorized to cast the vote for the Unit (as above described), name the person(s) voting by proxy and the person authorized to vote for such person(s) and filed with the Secretary before the appointed time of the meeting, or before the time to which the meeting is adjourned. Each proxy shall contain the date, time and place of the meeting for which it is given and, if a limited proxy, shall set forth the matters on which the proxy holder may vote and the manner in which the vote is to be cast. There shall be no limitation on the number of proxies which may be held by any person (including a designee of the Developer). If a proxy expressly provides, any proxy holder may appoint, in writing, a substitute to act in its place. If such provision is not made, substitution is not permitted.

3.8 Adjourned Meetings. If any proposed meeting cannot be organized because a quorum has not been attained, the members who are present, either in person or by proxy, may adjourn the meeting from time to time until a quorum is present, provided notice of the newly scheduled meeting is given in the manner required for the giving of notice of a meeting pursuant to the Declaration and the Act. A quorum is not required for an election to occur; however, at least twenty percent (20%) of eligible voters must cast a ballot in order to effect a valid election of members of the Board of Directors.

3.9 Order of Business. If a quorum has been attained, the order of business at annual members' meetings, and, if applicable, at other members' meetings, shall be:

(a) Collect any ballots not yet cast;

(b) Call to order by President;

(c) Appointment by the President of a chairman of the meeting (who need not be a member or a member of the Board of Directors);

(d) Appointment of inspectors of election;

(e) Counting of Ballots for Election of Directors;

(f) Proof of notice of the meeting or waiver of notice;

(g) Reading of minutes;

(h) Reports of officers;

(i) Reports of committees;

(j) Unfinished business;

(k) New business;

(l) Adjournment.

Such order may be waived in whole or in part by direction of the chairman.

3.10 Minutes of Meeting. The minutes of all meetings of Unit Owners shall be kept in a book available for inspection by Unit Owners or their authorized representatives and Board members at any reasonable time. The Association shall retain minutes for every meeting for a period of not less than seven (7) years subsequent to the date of the meeting as reported by the minutes.

3.11 Action Without A Meeting. Anything to the contrary herein notwithstanding, to the extent lawful, any action required or which may be taken at any annual or special meeting of members, may be taken without a meeting, without prior notice and without a vote if a consent in writing, setting forth the action so taken, shall be signed by the members (or persons authorized to cast the vote of any such members as elsewhere herein set forth) having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting of members at which all members (or authorized persons) entitled to vote thereon were present and voted. In order to be effective, the action must be evidenced by one or more written consents describing the action taken, dated and signed by approving members having the requisite number of votes and entitled to vote on such action, and delivered to the Secretary of the Association, or other authorized agent of the Association. Written consent shall not be effective to take the corporate action referred to in the consent unless signed by members having the requisite number of votes necessary to authorize the action within sixty (60) days of the date of the earliest dated consent and delivered to the Association as aforesaid. Any written consent

may be revoked prior to the date the Association receives the required number of consents to authorize the proposed action. A revocation is not effective unless in writing and until received by the Secretary of the Association, or other authorized agent of the Association. Within ten (10) days after obtaining such authorization by written consent, notice must be given to members who have not consented in writing. The notice shall fairly summarize the material features of the authorized action. A consent signed in accordance with the foregoing has the effect of a meeting vote and may be described as such in any document.

4. Board of Directors.

4.1 Membership. The affairs of the Association shall be governed by a Board of Directors which shall initially have three (3) members, but which may be expanded from time to time as determined by the Board of Directors. Members of the Board of Directors must be natural persons who are 18 years of age or older. A person who has been suspended or removed by the Division under Chapter 718, or who is more than 90 days delinquent in the payment of any monetary obligation to the Association is not eligible for Board membership. A person who has been convicted of any felony in this state or in a United States District or Territorial Court, or who has been convicted of any offense in another jurisdiction that would be considered a felony if committed in this state, is not eligible for Board membership unless such felon's civil rights have been restored for a period of at least 5 years as of the date on which such person seeks election to the Board (provided, however, that the validity of any Board action is not affected if it is later determined that a member of the Board is ineligible for Board membership due to having been convicted of a felony). Co-owners of a Unit may not serve as members of the Board of Directors at the same time unless they own more than one Unit (whether individually or as co-owners) or unless there are not enough eligible candidates to fill the vacancies on the Board at the time of the vacancy. Members of the Board of Directors may not vote at Board meetings by proxy or by secret ballot.

4.2 Election of Members of Board of Directors. Election of members of the Board of Directors shall be held at the annual members' meeting, except as herein provided to the contrary. At least 60 days before a scheduled election, the Association shall mail, deliver, or electronically transmit, whether by separate association mailing or included in another association mailing, delivery, or transmission, including regularly published newsletters, to each Unit Owner entitled to a vote, a first notice of the date of the election. Any Unit Owner or other eligible person desiring to be a candidate for the Board of Directors shall give written notice to the Secretary of the Association of his or her intent to be a candidate at least forty (40) days prior to the scheduled election. Together with the notice of meeting and agenda sent in accordance with Section 3.4 above, the Association shall then, mail, deliver or electronically transmit a second notice of the meeting, not less than fourteen (14) continuous days prior to the date of the meeting, to all Unit Owners entitled to vote therein, together with a ballot that lists all candidates. Upon request of a candidate, an information sheet, no larger than 8-1/2 inches by 11 inches furnished by the candidate, which must be furnished by the candidate to the Association at least thirty five (35) days before the election, must be included with the mailing, delivery or electronic transmission of the ballot, with the costs of mailing or delivery and copying to be borne by the Association. The Association is not liable for the contents of the information sheets prepared by the candidates. In order to reduce costs, the Association may print or duplicate the information sheets on both sides of the paper.

The election of members of the Board of Directors shall be by written ballot or voting machine. Proxies may not be used in electing a member or members of the Board of Directors at general elections or to fill vacancies caused by resignation or otherwise, provided, however, that limited proxies may be used to fill a vacancy resulting from the recall of a member of the Board of Directors, in the manner provided by applicable law or rule. Elections shall be decided by a plurality of those ballots and votes cast. There is no quorum requirement; however, at least 20 percent of the eligible voters must cast a ballot in order to have a valid election of members of the Board of Directors. There shall be no cumulative voting. A Unit Owner shall not permit any other person to vote his or her ballot, and any ballots improperly cast are deemed invalid, provided any Unit Owner who violates this provision may be fined by the Association in accordance with Section 718.303, F.S.. A Unit Owner who needs assistance in casting the ballot for the reasons stated in Section 101.051, F.S. may obtain such assistance. The regular election must occur on the date of the annual meeting. Notwithstanding anything contained herein to the contrary, if and to the extent a vacancy occurs on the Board of Directors and/or additional members of the Board of Directors are to be elected in accordance herewith, the Board of Directors may, in its sole and absolute discretion, hold a meeting to elect such members of the Board of Directors prior to the annual meeting.

Notwithstanding the provisions of this Section 4.2, an election is not required unless more candidates file notices of intent to run than vacancies exist on the Board of Directors.

4.3 Vacancies and Removal.

(a) Except as to vacancies resulting from removal of members of the Board of Directors by members (as addressed in subsection (b) below), vacancies in the Board of Directors occurring between annual meetings of members shall be filled by a majority vote of the remaining members of the Board of Directors at any meeting of the Board of Directors (even if the remaining members of the Board of Directors constitute less than a quorum), with the replacement member of the Board of Directors serving the balance of the term of the vacating member of the Board of Directors, provided that all vacancies in directorships to which Directors were appointed by the Developer pursuant to the provisions of paragraph 4.15 hereof shall be filled by the Developer.

(b) Subject to the provisions of Section 718.301, F.S., any Director elected by the members (other than the Developer) may be recalled and removed with or without cause by concurrence of a majority of the voting interests of the members at a special meeting of members called for that purpose or by written agreement signed by a majority of all voting interests. The vacancy in the Board of Directors so created shall be filled by the members at a special meeting of the members called for such purpose, or by the Board of Directors, in the case of removal by a written agreement unless said agreement also designates a new member of the Board of Directors to take the place of the one removed. A special meeting of the Unit Owners to recall a member or members of the Board of Directors may be called by 10 percent of the voting interests giving notice of the meeting as required for a meeting of Unit Owners, and the notice shall state the purpose of the meeting. Electronic transmission may not be used as a method of giving notice of a meeting in whole or in part for this purpose. The conveyance of all Units owned by a member of the Board of Directors in the

Condominium (other than appointees of the Developer or members of the Board of Directors who at the time of election were not Unit Owners) shall constitute the resignation of such member of the Board of Directors.

(c) Anything to the contrary herein notwithstanding, until a majority of the members of the Board of Directors are elected by members other than the Developer of the Condominium as provided in Section 4.15, herein: (i) neither the first members of the Board of Directors of the Association, nor any members of the Board of Directors replacing them, nor any members of the Board of Directors named by the Developer, shall be subject to removal by members other than the Developer; and (ii) the first members of the Board of Directors and the members of the Board of Directors replacing them may be removed and replaced by the Developer.

(d) If a vacancy on the Board of Directors results in the inability to obtain a quorum of members of the Board of Directors in accordance with these By-Laws, and the remaining members of the Board of Directors fail to fill the vacancy by appointment of a member of the Board of Directors in accordance with applicable law, then any Owner may apply to the Circuit Court within whose jurisdiction the Condominium lies for the appointment of a receiver to manage the affairs of the Association. At least thirty (30) days prior to the petition seeking receivership, the form of notice set forth in Section 718.1124, F.S. must be provided by the Unit Owner to the Association by certified mail or personal delivery, must be posted in a conspicuous place on the Condominium Property and must be provided by the Unit Owner to every other Unit Owner of the Association by certified mail or personal delivery. Notice by mail to a Unit Owner shall be sent to the address used by the county property appraiser for notice to the Unit Owner, except that where a Unit Owner's address is not publicly available the notice shall be mailed to the Unit. If, during such time, the Association fails to fill the vacancy(ies), the Unit Owner may proceed with the petition. If a receiver is appointed, all Unit Owners shall be given written notice of such appointment as provided in Section 718.127, F.S. If a receiver is appointed, the Association shall be responsible for the salary of the receiver, court costs and reasonable attorneys' fees. The receiver shall have all powers and duties of a duly constituted Board of Directors, and shall serve until the Association fills the vacancy(ies) on the Board sufficient to constitute a quorum in accordance with these By-Laws and the court relieves the receiver of the appointment.

4.4 Term. Except as provided herein to the contrary, the term of each member of the Board of Directors shall extend until the next annual meeting of the members and shall expire at the annual meeting where the member of the Board of Directors may stand for reelection. If the number of members of the Board of Directors whose terms have expired exceeds the number of eligible persons showing interest in or demonstrating an intention to run for the vacant positions, each member of the Board of Directors whose term has expired is eligible for reappointment pursuant to the terms of Section 718.112(2)(d)2. Notwithstanding the foregoing, any member of the Board of Directors designated by the Developer shall serve at the pleasure of the Developer and may be removed and replaced by the Developer at any time.

4.5 Organizational Meeting. The organizational meeting of newly-elected or appointed members of the Board of Directors shall be held within ten (10) days of their election or appointment. The members of the Board of Directors calling the organizational meeting shall give at least three (3) days advance notice thereof, stating the time and place of the meeting.

4.6 Meetings. Meetings of the Board of Directors may be held at such time and place as shall be determined, from time to time, by a majority of members of the Board of Directors. Meetings of the Board of Directors may be held by telephone conference, with those members of the Board of Directors attending by telephone counted toward the quorum requirement, provided that a telephone speaker must be used so that the conversation of those members of the Board of Directors attending by telephone may be heard by the other members of the Board of Directors and any Unit Owners attending such meeting in person. Notice of meetings shall be given to each member of the Board of Directors, personally or by mail, telephone or telegraph, and shall be transmitted at least three (3) days prior to the meeting. Meetings of the Board of Directors and any Committee thereof at which a quorum of the members of that Committee are present shall be open to all Unit Owners. Any Unit Owner may tape record or videotape meetings of the Board of Directors, in accordance with the rules of the Division. The right to attend such meetings includes the right to speak at such meetings with respect to all designated agenda items. The Association may adopt reasonable rules governing the frequency, duration and manner of Unit Owner statements. Adequate notice of such meetings, which notice shall specifically incorporate an identification of agenda items, shall be posted conspicuously on the Condominium Property at least forty-eight (48) continuous hours preceding the meeting, except in the event of an emergency. If twenty percent (20%) of the voting interests of the members of the Association petition the Board of Directors to address an item of business, the Board of Directors shall at its next regular meeting or at a special meeting, but not later than 60 days after the receipt of petition, place the item on the agenda. Any item not included on the notice may be taken up on an emergency basis by at least a majority plus one of the members of the Board of Directors. Such emergency action shall be noticed and ratified at the next regular meeting of the Board of Directors. Notwithstanding the foregoing, written notice of any meeting of the Board of Directors at which nonemergency special assessments, or at which amendment to rules regarding Unit use will be proposed, discussed or approved, shall be mailed, delivered or electronically transmitted to all Unit Owners and posted conspicuously on the Condominium Property not less than fourteen (14) continuous days prior to the meeting. Evidence of compliance with this fourteen (14) continuous day notice shall be made by an affidavit executed by the Secretary of the Association and filed among the official records of the Association. The Board of Directors shall adopt by rule, and give notice to Unit Owners of, a specific location on the Condominium Property upon which all notices of Board of Directors and/or Committee meetings shall be posted. In lieu of or in addition to the physical posting of notice of any meeting of the Board of Directors on the Condominium Property, the Association may, by reasonable rule, adopt a procedure for conspicuously posting and repeatedly broadcasting the notice and the agenda on a closed-circuit cable television system serving the Association, if any. However, if broadcast notice is used in lieu of a notice posted physically on the Condominium Property, the notice and agenda must be broadcast at least four times every broadcast hour of each day that a posted notice is otherwise required. When broadcast notice is provided, the notice and agenda must be broadcast in a manner and for a sufficient continuous length of time so as to allow an average reader to observe the notice and read and comprehend the entire content of the notice and the agenda. Special meetings of the Board of Directors may be called by the

President, and must be called by the President or Secretary at the written request of one-third (1/3) of the members of the Board of Directors or where required by the Act. A member of the Board of Directors or member of a Committee of the Board of Directors may submit in writing his or her agreement or disagreement with any action taken at a meeting that such individual did not attend. This agreement or disagreement may not be used for purposes of creating a quorum. A member of the Board of Directors who abstains from voting on any action taken on any corporate matter shall be presumed to have taken no position with regard to such action. A vote or abstention for each member of the Board of Directors present shall be recorded in the minutes. Members of the Board of Directors may not vote by proxy or by secret ballot at meetings of the Board of Directors, except that officers may be elected by secret ballot.

4.7 Waiver of Notice. Any member of the Board of Directors may waive notice of a meeting before or after the meeting and that waiver shall be deemed equivalent to the due receipt by said member of the Board of Directors of notice. Attendance by any member of the Board of Directors at a meeting shall constitute a waiver of notice of such meeting, and a waiver of any and all objections to the place of the meeting, to the time of the meeting or the manner in which it has been called or convened, except when a member of the Board of Directors states at the beginning of the meeting, or promptly upon arrival at the meeting, any objection to the transaction of affairs because the meeting is not lawfully called or convened.

4.8 Quorum. A quorum at meetings of the Board of Directors shall consist of a majority of the entire Board of Directors. The acts approved by a majority of those members of the Board of Directors present at a meeting at which a quorum is present shall constitute the acts of the Board of Directors, except when approval by a greater number of members of the Board of Directors is specifically required by the Declaration, the Articles or these By-Laws.

4.9 Adjourned Meetings. If, at any proposed meeting of the Board of Directors, there is less than a quorum present, the majority of those members of the Board of Directors present may adjourn the meeting from time to time until a quorum is present, provided notice of such newly scheduled meeting is given as required hereunder. At any newly scheduled meeting, any business that might have been transacted at the meeting as originally called may be transacted as long as notice of such business to be conducted at the rescheduled meeting is given, if required (e.g., with respect to budget adoption).

4.10 Joinder in Meeting by Approval of Minutes. The joinder of a member of the Board of Directors in the action of a meeting by signing and concurring in the minutes of that meeting shall constitute the approval of that member of the Board of Directors of the business conducted at the meeting, but such joinder shall not be used as a vote for or against any particular action taken and shall not allow the applicable member of the Board of Directors to be counted as being present for purposes of quorum.

4.11 Presiding Officer. The presiding officer at meetings of the Board of Directors shall be the President (who may, however, designate any other Unit Owner to preside).

4.12 Order of Business. If a quorum has been attained, the order of business at meetings of the Board of Directors shall be:

(a) Proof of due notice of meeting;

(b) Reading and disposal of any unapproved minutes;

(c) Reports of officers and committees;

(d) Election of officers;

(e) Unfinished business;

(f) New business;

(g) Adjournment.

Such order may be waived in whole or in part by direction of the presiding officer.

4.13 Minutes of Meetings. The minutes of all meetings of the Board of Directors shall be kept in a book available for inspection by Unit Owners, or their authorized representatives, and members of the Board of Directors at any reasonable time. The Association shall retain these minutes for a period of not less than seven years.

4.14 Committees. The Board of Directors may by resolution also create Committees and appoint persons to such Committees and vest in such Committees such powers and responsibilities as the Board of Directors shall deem advisable.

4.15 Proviso. Notwithstanding anything to the contrary contained in this Section 4 or otherwise, there shall be three (3) members of the Board of Directors during the period that the Developer is entitled to appoint a majority of the members of the Board of Directors, as hereinafter provided. The Developer shall have the right to appoint all of the members of the Board of Directors until Unit Owners other than the Developer own fifteen percent (15%) or more of the Units in the Condominium. If Unit Owners other than the Developer own fifteen percent (15%) or more of the Units in the Condominium that will be operated ultimately by the Association, the Unit Owners other than the Developer are entitled to elect at least one-third (1/3) of the members of the Board of Directors. Upon the election of such member or members of the Board of Directors, the Developer shall forward to the Division the name and mailing address of each member of the Board of Directors elected. Unit Owners other than the Developer are entitled to elect at least a majority of the members of the Board of Directors: (a) three years after fifty (50%) percent of the Units that will be operated ultimately by the Association have been conveyed to purchasers; (b) three months after ninety (90%) percent of the Units that will be operated ultimately by the Association have been conveyed to purchasers; (c) when all of the Units that will be operated ultimately by the Association have been completed, some of them have been conveyed to purchasers, and none of the others are being offered for sale by the Developer in the ordinary course of business; (d) when some of the Units have been conveyed to purchasers, and none of the others are being constructed or offered for sale by the Developer in the ordinary course of business; (e) when the Developer files a petition seeking protection in bankruptcy; (f) when a receiver for the Developer is appointed by a circuit court and is not discharged within 30 days after such appointment, unless the court determines within 30 days after the appointment of the receiver that transfer of control would be detrimental to the Association or its members; or (g) seven (7) years after recordation of the Declaration, whichever occurs first. The Developer is entitled (but not obligated) to elect at least one (1) member of the Board of Directors as long as the Developer holds for sale in the ordinary course of business five

percent (5%) of the Units that will be operated ultimately by the Association. After the Developer relinquishes control of the Association, the Developer may exercise the right to vote any Developer-owned Units in the same manner as any other Unit Owner except for purposes of reacquiring control of the Association or selecting the majority members of the Board of Directors.

The Developer may transfer control of the Association to Unit Owners other than the Developer prior to such dates in its sole discretion by causing enough of its appointed members of the Board of Directors to resign, whereupon it shall be the affirmative obligation of Unit Owners other than the Developer to elect members of the Board of Directors and assume control of the Association. Provided at least sixty (60) days' notice of Developer's decision to cause its appointees to resign is given to Unit Owners, neither the Developer, nor such appointees, shall be liable in any manner in connection with such resignations even if the Unit Owners other than the Developer refuse or fail to assume control.

Within seventy-five (75) days after the Unit Owners other than the Developer are entitled to elect a member or members of the Board of Directors, or sooner if the Developer has elected to accelerate such event as aforesaid, the Association shall call, and give at least sixty (60) days' notice of an election for the member or members of the Board of Directors. The notice may be given by any Unit Owner if the Association fails to do so.

At the time the Unit Owners other than the Developer elect a majority of the members of the Board of Directors of the Association, the Developer shall relinquish control of the Association and such Unit Owners shall accept control. At that time (except as to subparagraph (g), which may be ninety (90) days thereafter) Developer shall deliver to the Association, at Developer's expense, all property of the Unit Owners and of the Association held or controlled by the Developer, including, but not limited to, the following items:

(a) The original or a photocopy of the recorded Declaration of Condominium, and all amendments thereto. If a photocopy is provided, the Developer must certify by affidavit that it is a complete copy of the actual recorded Declaration.

(b) A certified copy of the Articles of Incorporation of the Association.

(c) A copy of the By-Laws of the Association.

(d) The minute book, including all minutes, and other books and records of the Association.

(e) Any rules and regulations which have been adopted.

(f) Resignations of resigning officers and Board members who were appointed by the Developer.

(g) The financial records, including financial statements of the association, and source documents from the incorporation of the Association through the date of the turnover. The records shall be audited for the period from the incorporation of the Association or from the period covered by the last audit, if applicable, by an independent certified public accountant. All financial statements shall be

prepared in accordance with generally accepted accounting principles and shall be audited in accordance with generally accepted auditing standards. The accountant performing the audit shall examine to the extent necessary supporting documents and records, including the cash disbursements and related paid invoices to determine if expenditures were for Association purposes, and billings, cash receipts and related records to determine that the Developer was charged and paid the proper amounts of Assessments.

(h) Association funds or the control thereof.

(i) All tangible personal property that is the property of the Association or is or was represented by the Developer to be part of the Common Elements or is ostensibly part of the Common Elements, and an inventory of such property.

(j) A copy of the plans and specifications utilized in the construction or remodeling of Improvements and the supplying of equipment, and for the construction and installation of all mechanical components serving the Improvements and the Condominium Property, with a certificate, in affidavit form, of an officer of the Developer or an architect or engineer authorized to practice in Florida, that such plans and specifications represent, to the best of their knowledge and belief, the actual plans and specifications utilized in the construction and improvement of the Condominium Property and the construction and installation of the mechanical components serving the Improvements and the Condominium Property.

(k) A list of the names and addresses of all contractors, subcontractors and suppliers, of which Developer had knowledge at any time in the development of the Condominium, utilized in the construction or remodeling of the improvements and the landscaping of the Condominium and/or Association Property.

(l) Insurance policies, if applicable.

(m) Copies of any Certificates of Occupancy which may have been issued for the Condominium Property, if applicable.

(n) Any other permits issued by governmental bodies applicable to the Condominium Property in force or issued within one (1) year prior to the date the Unit Owners take control of the Association.

(o) All written warranties of contractors, subcontractors, suppliers and manufacturers, if any, that are still effective.

(p) A roster of Unit Owners and their addresses and telephone numbers, if known, as shown on the Developer's records.

(q) Leases of the Common Elements and other leases to which the Association is a party, if applicable.

(r) Employment contracts or service contracts in which the Association is one of the contracting parties, or service contracts in which the Association or Unit Owners

have an obligation or responsibility, directly or indirectly, to pay some or all of the fee or charge of the person or persons performing the service.

(s) All other contracts to which the Association is a party, if applicable.

(t) A report included in the official records, under seal of an architect or engineer authorized to practice in Florida, attesting to required maintenance, useful life, and replacement costs of the following common elements comprising a turnover inspection report:

(i) Roof, if applicable.

(ii) Structure, if applicable.

(iii) Fireproofing and fire protection systems, if applicable.

(iv) Plumbing

(v) Electrical systems

(vi) Seawalls

(vii) Pavement and parking areas

(viii) Drainage Systems

(ix) Painting

(x) Irrigation systems

5. Authority of the Board of Directors.

5.1 Powers and Duties. The Board of Directors shall have the powers and duties necessary for the administration of the affairs of the Condominium and may take all acts, through the proper officers of the Association, in executing such powers, except such acts which by law, the Declaration, the Articles or these By-Laws may not be delegated to the Board of Directors by the Unit Owners. Such powers and duties of the Board of Directors shall include, without limitation (except as limited elsewhere herein, or in the Declaration), the following:

(a) Operating and maintaining all Common Elements and the Association Property.

(b) Determining the expenses required for the operation of the Association and the Condominium.

(c) Employing and dismissing the personnel necessary for the maintenance and operation of the Common Elements and the Association Property.

(d) Adopting and amending rules and regulations concerning the details of the operation and use of the Condominium and Association Property, subject to a right of the Unit Owners to overrule the Board as provided in Section 16 hereof.

(e) Maintaining bank accounts on behalf of the Association and designating the signatories required therefor.

(f) Selling, leasing, mortgaging or otherwise dealing with Units acquired, and subleasing Units leased, by the Association, or its designee.

(g) Organizing corporations and appointing persons to act as designees of the Association in acquiring title to or leasing Units or other property.

(h) Obtaining and reviewing insurance for the Condominium and Association Property.

(i) Making repairs, additions and improvements to, or alterations of, Condominium Property and Association Property, and repairs to and restoration of Condominium Property and Association Property, in accordance with the provisions of the Declaration after damage or destruction by fire or other casualty, or as a result of condemnation or eminent domain proceedings or otherwise.

(j) Enforcing obligations of the Unit Owners, allocating profits and expenses and taking such other actions as shall be deemed necessary and proper for the sound management of the Condominium.

(k) Levying fines against appropriate Unit Owners for violations of the rules and regulations established by the Association to govern the conduct of such Unit Owners. No fine shall be levied except after giving reasonable notice and opportunity for a hearing to the affected Unit Owner and, if applicable, his tenant, licensee or invitee. The hearing must be held before a committee of other Unit Owners. If the committee does not agree with the fine, the fine may not be levied. No fine may exceed $100.00 per violation, however, a fine may be levied on the basis of each day of a continuing violation with a single notice and opportunity for hearing, provided however, that no such fine shall in the aggregate exceed $1,000.00. No fine shall become a lien upon a Unit.

(l) Borrowing money on behalf of the Association or the Condominium.

(m) Subject to the provisions of Section 5.2 below, contracting for the management and maintenance of the Condominium Property and Association Property and authorizing a management agent (who may be an affiliate of the Developer) to assist the Association in carrying out its powers and duties by performing such functions as the submission of proposals, collection of Assessments, preparation of records, enforcement of rules and maintenance, repair, and replacement of the Common Elements and Association Property with such funds as shall be made available by the Association for such purposes. The Association and its officers shall, however, retain at all times the powers and duties granted by the Declaration, the Articles, these By-Laws and the Act, including, but not limited to, the making of Assessments, promulgation of rules and execution of contracts on behalf of the Association.

(n) At its discretion, but within the parameters of the Act, authorizing Unit Owners or other persons to use portions of the Common Elements or Association

Property for private parties and gatherings and imposing reasonable charges for such private use.

(o) Executing all documents or consents, on behalf of all Unit Owners (and their mortgagees), required by all governmental and/or quasi-governmental agencies in connection with land use and development matters (including, without limitation, plats, waivers of plat, unities of title, covenants in lieu thereof, etc.) approved by the Board, and in that regard, each Owner, by acceptance of the deed to such Owner's Unit, and each mortgagee of a Unit by acceptance of a lien on said Unit, appoints and designates the President of the Association, as such Owner's agent and attorney-in-fact to execute any and all such documents or consents.

(p) Exercising (i) all powers specifically set forth in the Declaration, the Articles, these By-Laws and in the Act, (ii) all powers incidental thereto, and (iii) all other powers of a Florida corporation not for profit.

(q) Those certain emergency powers granted pursuant to Chapter 718, Florida Statutes.

5.2 Contracts. Any contract which is not to be fully performed within one (1) year from the making thereof, for the purchase, lease or renting of materials or equipment to be used by the Association in accomplishing its purposes, and all contracts for the provision of services, shall be in writing. Where a contract for purchase, lease or renting materials or equipment, or for the provision of services, requires payment by the Association on behalf of the Condominium in the aggregate exceeding five percent (5%) of the total annual budget of the Association (including reserves), the Association shall obtain competitive bids for the materials, equipment or services. Nothing contained herein shall be construed to require the Association to accept the lowest bid. Notwithstanding the foregoing, contracts with employees of the Association and contracts for attorney, accountant, architect, community association manager, engineering and landscape architect services shall not be subject to the provisions hereof. Further, nothing contained herein is intended to limit the ability of the Association to obtain needed products and services in an emergency; nor shall the provisions hereof apply if the business entity with which the Association desires to contract is the only source of supply within Monroe County.

Notwithstanding anything herein to the contrary, as to any contract or other transaction between an Association and one or more of its directors or any other corporation, firm, association, or entity in which one or more of its directors are directors or officers or are financially interested, the Association shall comply with the requirements of Section 617.0832, F.S. and Section 718.3026, F.S.

6. Officers.

6.1 Executive Officers. The executive officers of the Association shall be a President, a Vice-President, a Treasurer and a Secretary (none of whom need be members of the Board of Directors), all of whom shall be elected by the Board of Directors and who may be peremptorily removed at any meeting by concurrence of a majority of all members of the Board of Directors. A person may hold more than one office, except that the President may not also be the Secretary. No person shall sign an instrument or perform

an act in the capacity of more than one office. The Board of Directors from time to time shall elect such other officers and designate their powers and duties as the Board shall deem necessary or appropriate to manage the affairs of the Association. Officers, other than designees of the Developer, must be Unit Owners (or authorized representatives of corporate/limited liability company/partnership/trust Unit Owners).

6.2 President. The President shall be the chief executive officer of the Association. He shall have all of the powers and duties that are usually vested in the office of president of an association.

6.3 Vice-President. The Vice-President shall exercise the powers and perform the duties of the President in the absence or disability of the President. He also shall assist the President and exercise such other powers and perform such other duties as are incident to the office of the vice president of an association and as may be required by the Board of Directors or the President.

6.4 Secretary. The Secretary shall keep the minutes of all proceedings of the Directors and the members. The Secretary shall attend to the giving of all notices to the members and Directors and other notices required by law. The Secretary shall have custody of the seal of the Association and shall affix it to instruments requiring the seal when duly signed. The Secretary shall keep the records of the Association, except those of the Treasurer, and shall perform all other duties incident to the office of the secretary of an association and as may be required by the Board of Directors or the President.

6.5 Treasurer. The Treasurer shall have custody of all property of the Association, including funds, securities and evidences of indebtedness. The Treasurer shall keep books of account for the Association in accordance with good accounting practices, which, together with substantiating papers, shall be made available to the Board of Directors for examination at reasonable times. The Treasurer shall submit a treasurer's report to the Board of Directors at reasonable intervals and shall perform all other duties incident to the office of treasurer and as may be required by the Board of Directors or the President. All monies and other valuable effects shall be kept for the benefit of the Association in such depositories as may be designated by a majority of the Board of Directors.

7. Fiduciary Duty. The officers and members of the Board of Directors of the Association, as well as any manager employed by the Association, have a fiduciary relationship to the Unit Owners. No officer, member of the Board of Directors or manager shall solicit, offer to accept, or accept any thing or service of value for which consideration has not been provided for his own benefit or that of his immediate family, from any person providing or proposing to provide goods or services to the Association. Any such officer, member of the Board of Directors or manager who knowingly so solicits, offers to accept or accepts any such thing or service of value shall, in addition to all other rights and remedies of the Association and Unit Owners, be subject to a civil penalty in accordance with the Act. Notwithstanding the foregoing, this paragraph shall not prohibit an officer, director or manager from accepting services or items received in connection with trade fairs or education programs.

An officer, member of the Board of Directors, or agent shall discharge his or her duties in good faith, with the care an ordinarily prudent person in a like position would exercise under similar circumstances, and in a manner he or she reasonably believes to be in the interests of the Association.

8. Member of Board of Directors or Officer Delinquencies. Any member of the Board of Directors or officer more than 90 days delinquent in the payment of any monetary obligation due to the Association shall be deemed to have abandoned the office, creating a vacancy in the office to be filled according to law.

9. Member of Board of Directors or Officer Offenses. Any member of the Board of Directors or officer charged by information or indictment with a felony theft or embezzlement offense involving the Association's funds or property shall be removed from office, creating a vacancy in the office to be filled according to law until the end of the period of suspension or the end of the member of the Board of Director's term of office, whichever occurs first. While such member of the Board of Directors or officer has such criminal charge pending, he or she may not be appointed or elected to a position as a member of the Board of Directors or officer. However, should the charges be resolved without a finding of guilt, the Director or officer shall be reinstated for the remainder of his or her term of office, if any.

10. Compensation. Neither members of the Board of Directors nor officers shall receive compensation for their services as such, but this provision shall not preclude the Board of Directors from employing a member of the Board of Directors or officer as an employee of the Association, nor preclude contracting with a member of the Board of Directors or officer for the management of the Condominium or for any other service to be supplied by such member of the Board of Directors or such officer. Members of the Board of Directors and officers shall be reimbursed for all actual and proper out of pocket expenses relating to the proper discharge of their respective duties.

11. Resignations. Any member of the Board of Directors or officer may resign his or her post at any time by written resignation, delivered to the President or Secretary, which shall take effect upon its receipt unless a later date is specified in the resignation, in which event the resignation shall be effective from such date unless earlier withdrawn. The acceptance of a resignation shall not be required to make it effective. If at any time, a member of the Board of Directors, other than a member of the Board of Directors representing the Developer or who at the time of election did not own any Unit, sells his or her Unit (or as to a Unit owned by an entity, sells his or her equitable or beneficial ownership interest in the Unit Owner), such that, after such sale such member of the Board of Directors no longer owns any Unit or an equitable or beneficial interest in any Unit Owner, then upon the closing on the sale of that Unit (or the equitable or beneficial ownership interest), the Director shall be deemed to have tendered his or her resignation.

12. Fiscal Management. The provisions for fiscal management of the Association set forth in the Declaration and Articles shall be supplemented by the following provisions:

12.1 Budget.

(a) Adoption by Board; Items. The Board of Directors shall from time to time, and at least annually, prepare a budget for the Condominium, and determine the amount of Assessments payable by the Unit Owners to meet the expenses of such Condominium and allocate and assess such expenses among the Unit Owners in accordance with the provisions of the Declaration. In addition, if the Association maintains limited common elements with the cost to be shared only by those entitled to use the limited common elements, the budget or a schedule attached thereto shall show amounts budgeted therefor. In addition to annual operating expenses, the budget shall include reserve accounts for capital expenditures and deferred maintenance (to the extent required by law). These accounts shall

include, but not be limited to, any item for which the deferred maintenance expense or replacement cost exceeds $10,000.00. The amount of reserves shall be computed by means of a formula which is based upon the estimated remaining useful life and the estimated replacement cost of each reserve item. The Association may adjust replacement and reserve assessments annually to take into account any changes in estimates or extension of the useful life of a reserve item caused by deferred maintenance. Reserves shall not be required if the members of the Association have, by a majority vote at a duly called meeting of members, determined for a specific fiscal year to provide no reserves or reserves less adequate than required hereby. Prior to transfer of control of the Association to Unit Owners other than the Developer, the Developer may vote to waive reserves or reduce the funding of reserves for the first two (2) fiscal years of operation of the Association, beginning with the fiscal year in which the Declaration is recorded, with the vote taken each fiscal year and to be effective for only one annual budget, after which time and until transfer of control of the Association to Unit Owners other than the Developer, reserves may only be waived or reduced upon the vote of a majority of all non-Developer voting interests voting in person or by limited proxy at a duly called meeting of the Association. Following transfer of control of the Association to Unit Owners other than the Developer, the Developer may vote its voting interest to waive or reduce the funding of reserves. If a meeting of Unit Owners has been called to determine to provide no reserves or reserves less adequate than required, and such result is not attained or a quorum is not attained, the reserves, as included in the budget, shall go into effect. Reserve funds and any interest accruing thereon shall remain in the reserve account or accounts, and shall be used only for authorized reserve expenditures, unless their use for any other purposes is approved in advance by a majority vote at a duly called meeting of the Association. Prior to transfer of control of the Association to Unit Owners other than the Developer, the Association shall not vote to use reserves for purposes other than that for which they were intended without the approval of a majority of all non-Developer voting interests, voting in person or by limited proxy at a duly called meeting of the Association.

The only voting interests which are eligible to vote on questions that involve waiving or reducing the funding of reserves, or using existing reserve funds for purposes other than purposes for which the reserves were intended, are the voting interests of the Units subject to assessment to fund the reserves in question. Proxy questions relating to waiving or reducing the funding of reserves or using existing reserve funds for purposes other than purposes for which the reserves were intended shall contain the following statement in capitalized, bold letter in a font size larger than any other used on the face of the proxy ballot: WAIVING OF RESERVES, IN WHOLE OR IN PART, OR ALLOWING ALTERNATIVE USES OF EXISTING RESERVES MAY RESULT IN UNIT OWNER LIABILITY FOR PAYMENT OF UNANTICIPATED SPECIAL ASSESSMENTS REGARDING THOSE ITEMS.

The adoption of a budget for the Condominium shall comply with the requirements hereinafter set forth:

(i) Notice of Meeting. A copy of the proposed budget of estimated revenues and expenses shall be hand delivered, mailed or electronically

transmitted to each Unit Owner (at the address last furnished to the Association) not less than fourteen (14) days before the date of the meeting of the Board of Directors at which the budget will be considered, together with a notice of that meeting indicating the time and place of such meeting. An officer or manager of the Association, or other person providing notice of such meeting, shall execute an affidavit evidencing compliance with such notice requirement and such affidavit shall be filed among the official records of the Association.

(ii) Special Membership Meeting. If the Board of Directors adopts in any fiscal year an annual budget which requires assessments against Unit Owners which exceed one hundred fifteen percent (115%) of such Assessments for the preceding fiscal year, the Board of Directors shall conduct a special meeting of the Unit Owners to consider a substitute budget if the Board of Directors receives, within twenty-one (21) days following the adoption of the annual budget, a written request for a special meeting from at least ten percent (10%) of all voting interests. The special meeting shall be conducted within sixty (60) days following the adoption of the annual budget. At least fourteen (14) days prior to such special meeting, the Board of Directors shall hand deliver to each Unit Owner, or mail to each Unit Owner at the address last furnished to the Association, a notice of the meeting. An officer or manager of the Association, or other person providing notice of such meeting, shall execute an affidavit evidencing compliance with this notice requirement and such affidavit shall be filed among the official records of the Association. Unit Owners may consider and adopt a substitute budget at the special meeting. A substitute budget is adopted if approved by a majority of all voting interests. If there is not a quorum at the special meeting or a substitute budget is not adopted, the annual budget previously adopted by the Board of Directors shall take effect as scheduled.

(iii) Determination of Budget Amount. Any determination of whether assessments exceed one hundred fifteen percent (115%) of assessments for the preceding fiscal year shall exclude any authorized provision for reasonable reserves for repair or replacement of the Condominium Property, anticipated expenses of the Association which the Board of Directors does not expect to be incurred on a regular or annual basis, or assessments for betterments to the Condominium Property.

(iv) Proviso. As long as the Developer is in control of the Board of Directors of the Association, the Board shall not impose Assessments for a year greater than one hundred fifteen percent (115%) of the prior fiscal year's Assessments, as herein defined, without the approval of a majority of all voting interests of the members of the Association.

(b) Adoption by Membership. In the event that the Board of Directors shall be unable to adopt a budget for a fiscal year in accordance with the requirements of Subsection 12.1(a) above, the Board of Directors may call a special meeting of Unit Owners for the purpose of considering and adopting such budget, which

meeting shall be called and held in the manner provided for such special meetings in said subsection.

12.2 Assessments. Assessments against Unit Owners for their share of the items of the budget shall be made for the applicable fiscal year annually at least twenty (20) days preceding the year for which the Assessments are made. Such Assessments shall be due in equal installments, payable in advance on the first day of each month (or each quarter at the election of the Board) of the year for which the Assessments are made. If annual Assessments are not made as required, Assessments shall be presumed to have been made in the amount of the last prior Assessments, and monthly (or quarterly) installments on such Assessments shall be due upon each installment payment date until changed by amended Assessments. In the event the annual Assessments prove to be insufficient, the budget and Assessments may be amended at any time by the Board of Directors, subject to the provisions of Section 12.1 hereof, if applicable. Unpaid Assessments for the remaining portion of the fiscal year for which amended Assessments are made shall be payable in as many equal installments as there are full months (or quarters) of the fiscal year left as of the date of such amended Assessments, each such monthly (or quarterly) installment to be paid on the first day of the month (or quarter), commencing the first day of the next ensuing month (or quarter). If only a partial month (or quarter) remains, the amended Assessments shall be paid with the next regular installment in the following year, unless otherwise directed by the Board in its resolution.

12.3 Special Assessments and Assessments for Capital Improvements. Special Assessments and Capital Improvement Assessments (as defined in the Declaration) shall be levied as provided in the Declaration and shall be paid in such manner as the Board of Directors of the Association may require in the notice of such Assessments. The funds collected pursuant to a Special Assessment shall be used only for the specific purpose or purposes set forth in the notice of adoption of same. The specific purpose or purposes of any special assessment, approved in accordance with the condominium documents, shall be set forth in a written notice of such assessment sent or delivered to each Unit Owner. However, upon completion of such specific purpose or purposes, any excess funds will be considered Common Surplus, and may, at the discretion of the Board, either be returned to the Unit Owners or applied as a credit towards future assessments.

12.4 Depository. The depository of the Association shall be such bank or banks in the State of Florida, which bank or banks must be insured by the FDIC, as shall be designated from time to time by the Board of Directors and in which the monies of the Association shall be deposited. Withdrawal of monies from those accounts shall be made only by checks signed by such person or persons as are authorized by the Board of Directors. All sums collected by the Association from Assessments or otherwise may be commingled in a single fund or divided into more than one fund, as determined by a majority of the Board of Directors. In addition, a separate reserve account should be established for the Association in such a depository for monies specifically designated as reserves for capital expenditures and/or deferred maintenance. Reserve and operating funds of the Association shall not be commingled unless combined for investment purposes, provided that the funds so commingled shall be accounted for separately and the combined account balance of such commingled funds may not, at any time, be less than the amount identified as reserve funds in the combined account.

12.5 Acceleration of Installments Upon Default. If a Unit Owner shall be in default in the payment of an installment upon his Assessments, the Board of Directors or its agent may

accelerate the balance of the current budget year's Assessments upon thirty (30) days' prior written notice to the Unit Owner and the filing of a claim of lien, and the then unpaid balance of the current budget year's Assessments shall be due upon the date stated in the notice, but not less than five (5) days after delivery of the notice to the Unit Owner, or not less than ten (10) days after the mailing of such notice to him by certified mail, whichever shall first occur.

12.6 Accounting Records and Reports. The Association shall maintain accounting records in the State, according to accounting practices normally used by similar associations. The records shall be open to inspection by Unit Owners or their authorized representatives at reasonable times and written summaries of them shall be supplied at least annually. The records shall include, but not be limited to, (a) a record of all receipts and expenditures, and (b) an account for each Unit designating the name and current mailing address of the Unit Owner, the amount of Assessments, the dates and amounts in which the Assessments come due, the amount paid upon the account and the dates so paid, and the balance due. Written summaries of the records described in clause (a) above, in the form and manner specified below, shall be supplied to each Unit Owner annually.

Within ninety (90) days following the end of the fiscal year, the Association shall prepare and complete, or contract for the preparation and completion of a financial report for the preceding fiscal year (the "**Financial Report**"). Within twenty-one (21) days after the final Financial Report is completed by the Association, or received from a third party, but not later than one hundred twenty (120) days following the end of the fiscal year, the Board of Directors shall mail, or furnish by personal delivery, a copy of the Financial Report to each Unit Owner, or a notice that a copy of the Financial Report will be mailed or hand delivered to the Unit Owner, without charge, upon receipt of a written request from the Unit Owner.

The Financial Report shall consist of a report of cash receipts and expenditures, and may be prepared by the Association without a meeting or approval of the Unit Owners.

Such report of cash receipts and expenditures must disclose the amount of receipts by accounts and receipt classifications and the amount of expenses by accounts and expense classifications, including, but not limited to, the following, as applicable: costs for security, professional and management fees and expenses, taxes, costs for recreation facilities, expenses for refuse collection and utility services, expenses for lawn care, costs for building maintenance and repair, insurance costs, administration and salary expenses, and reserves accumulated and expended for capital expenditures, deferred maintenance, and any other category for which the association maintains reserves.

12.7 Application of Payment. All payments made by a Unit Owner shall be applied as provided in these By-Laws and in the Declaration.

12.8 Notice of Meetings. Notice of any meeting which regular or special assessments against Unit Owners are to be considered for any reason shall specifically state that assessments will be considered and the nature, estimated cost, and description of the purposes of such assessments.

13. Roster of Unit Owners. Each Unit Owner shall file with the Association a copy of the deed or other document showing his ownership. The Association shall maintain such information. The Association may rely upon the accuracy of such information for all purposes until notified in

writing of changes therein as provided above. Only Unit Owners of record on the date notice of any meeting requiring their vote is given shall be entitled to notice of and to vote at such meeting, unless prior to such meeting other Owners shall produce adequate evidence, as provided above, of their interest and shall waive in writing notice of such meeting.

14. Parliamentary Rules. Except when specifically or impliedly waived by the chairman of a meeting (either of members or directors), Robert's Rules of Order (latest edition) shall govern the conduct of the Association meetings when not in conflict with the Act, the Declaration, the Articles or these By-Laws; provided, however, that a strict or technical reading of said Robert's Rules shall not be made so as to frustrate the will of the persons properly participating in said meeting.

15. Amendments. Except as may be provided in the Declaration to the contrary, these By-Laws may be amended in the following manner:

15.1 Notice. Notice of the subject matter of a proposed amendment shall be included in the notice of a meeting at which a proposed amendment is to be considered.

15.2 Adoption. A resolution for the adoption of a proposed amendment may be proposed either by a majority of the Board of Directors or by not less than one-third (1/3) of the members of the Association. The approval must be:

(a) by not less than a majority of the votes of all members of the Association represented at a meeting at which a quorum has been attained and by not less than two-thirds (2/3) of the entire Board of Directors; or

(b) after control of the Association has been turned over to Unit Owners other than the Developer, by not less than two-thirds (2/3) of the votes of the members of the Association voting in person or by proxy at a meeting at which a quorum has been attained.

15.3 Proviso. No amendment may be adopted which would eliminate, modify, prejudice, abridge or otherwise adversely affect any rights, benefits, privileges or priorities granted or reserved to the Developer or mortgagees of Units without the consent of said Developer and mortgagees in each instance. No amendment shall be made that is in conflict with the Articles or Declaration. No amendment to this Section shall be valid.

15.4 Execution and Recording. A copy of each amendment shall be attached to a certificate certifying that the amendment was duly adopted as an amendment of these By-Laws, which certificate shall be executed by the President or Vice-President and attested by the Secretary or Assistant Secretary of the Association with the formalities of a deed, or by the Developer alone if the amendment has been adopted consistent with the provisions of the Declaration allowing such action by the Developer. The amendment shall be effective when the certificate and a copy of the amendment is recorded in the Public Records of the County with an identification on the first page of the amendment of the Official Records Book and Page of said Public Records where the Declaration is recorded.

Notwithstanding anything to the contrary contained in these By-Laws, any amendment to these By-Laws may only be made in accordance with Section 6.2 (Material Amendments) of the Declaration.

In addition, notwithstanding anything to the contrary contained in these By-Laws, no amendment may be adopted to these By-Laws which would materially adversely affect the parking necessary for or materially affect Unit 4 Owner's ability to construct and develop a 100 room hotel and a 192 seat restaurant and tiki bar on Unit 4 or disallow the such use, without the consent of the owner of the Unit 4.

16. Rules and Regulations. The Board of Directors may, from time to time, adopt, and thereafter, modify, amend or add to rules and regulations, except that subsequent to the date control of the Board of Directors is turned over by the Developer to Unit Owners other than the Developer, Owners of a majority of the Units may overrule the Board of Directors with respect to any such rules and/or modifications, amendments or additions thereto. Copies of any rules or any modified, amended or additional rules and regulations shall be furnished by the Board of Directors to each affected Unit Owner not less than thirty (30) days prior to the effective date thereof. At no time may any rule or regulation be adopted which would prejudice the rights reserved to the Developer.

17. Mediation of Disputes. Prior to the institution of court litigation, the parties to a Dispute shall submit such dispute to non-binding mediation before a third-party neutral mediator to be jointly selected by the parties to the Dispute, in the manner set forth in the Declaration.

18. Written Inquiries. When a Unit Owner files a written inquiry by certified mail with the Board of Directors, the Board of Directors shall respond in writing to the Unit Owner within thirty (30) days of receipt of such inquiry and more particularly in the manner set forth by law. The Association may, through its Board of Directors, adopt reasonable rules and regulations regarding the frequency and manner of responding to Unit Owner inquiries.

19. Official Records. From the inception of the Association, the Association shall maintain for the Condominium, a copy of each of the following, if applicable, which shall constitute the official records of the Association:

(a) The plans, permits, warranties, and other items provided by the Developer pursuant to Section 718.301(4) of the Act;

(b) A photocopy of the recorded Declaration of Condominium and all amendments thereto;

(c) A photocopy of the recorded By-Laws of the Association and all amendments thereto;

(d) A certified copy of the Articles of Incorporation of the Association or other documents creating the Association and all amendments thereto;

(e) A copy of the current Rules and Regulations of the Association;

(f) A book or books containing the minutes of all meetings of the Association, of the Board of Directors, and of Unit Owners, which minutes must be retained for at least 7 years;

(g) A current roster of all Unit Owners, their mailing addresses, Unit identifications, voting certifications, and if known, telephone numbers. The Association shall also maintain the electronic mailing addresses and the numbers designated by

(o) All other records of the Association not specifically listed above which are related to the operation of the Association; and

(p) A copy of the inspection report as provided in Section 718.301(4)(p), F.S.

The official records of the Association must be maintained within the State for at least seven (7) years. The records of the Association shall be made available to a Unit Owner within 10 miles of the Condominium Property or within the County in which the Condominium is located.

The official records of the Association shall be open to inspection by any Association member or the authorized representative of such member and shall be made available to a Unit Owner within five (5) working days after receipt of a written request by the Board of Directors or its designee. The right to inspect the records includes the right to make or obtain copies, at a reasonable expense, if any, of the member. The Association may adopt reasonable rules regarding the time, location, notice and manner of record inspections and copying. The failure of an Association to provide official records to a Unit Owner or his authorized representative within ten (10) working days after receipt of a written request therefor creates a rebuttable presumption that the Association willfully failed to comply with this paragraph. Failure to permit inspection of the Association records as provided herein entitles any person prevailing in an enforcement action to recover reasonable attorneys' fees from the person in control of the records who, directly or indirectly, knowingly denies access to the records for inspection. Any person who knowingly or intentionally defaces or destroys accounting records required by the Act to be maintained during the period for which such records are required to be maintained, or who knowingly or intentionally fails to create or maintain accounting records that are required to be created or maintained, with the intent of causing harm to the Association or one of its members. F.S., is personally subject to civil penalty pursuant to Section 718.501(1)(d),F.S. The Association shall maintain on the Condominium Property an adequate number of copies of the Declaration, Articles, By-Laws and rules and regulations, and all amendments to the foregoing, as well as the Question and Answer Sheet and year-end financial information required by the Act, to ensure their availability to Unit Owners and prospective purchasers. The Association may charge its actual costs for preparing and furnishing these documents to those persons requesting same. The Association is not responsible for the use or misuse of the information provided to an Association member or his or her authorized representative pursuant to the compliance requirements of the Act unless the Association has an affirmative duty not to disclose such information pursuant to the Act. Notwithstanding the provisions of this Section 19, the following records are not to be accessible to Unit Owners:

(i) Any record protected by the lawyer-client privilege as described in Section 90.502, Florida Statutes, and any record protected by the work-product privilege including any record prepared by an Association attorney or prepared at the attorney's express direction, which reflects a mental impression, conclusion, litigation strategy, or legal theory of the attorney or the Association, and which was prepared exclusively for civil or criminal litigation or for adversarial administrative proceedings, or which was prepared in anticipation or imminent civil or criminal litigation or imminent adversarial administrative proceedings until the conclusion of the litigation or adversarial administrative proceedings.

(ii) Information obtained by an Association in connection with the approval of the lease, sale or other transfer of a Unit.

Unit Owners for receiving notices sent by electronic transmission of those Unit Owners consenting to receive notice by electronic transmission. The electronic mailing addresses and telephone numbers must be removed from Association records if consent to receive notice by electronic transmission is revoked. However, the Association shall not be liable for an erroneous disclosure of the electronic mail address or the number for receiving electronic transmission of notices;

(h) All current insurance policies of the Association and of all Condominiums operated by the Association;

(i) A current copy of any management agreement, lease, or other contract to which the Association is a party or under which the Association or the Unit Owners have an obligation or responsibility;

(j) Bills of Sale or transfer for all property owned by the Association;

(k) Accounting records for the Association and the accounting records for the Condominium. All accounting records shall be maintained for at least 7 years. Any person who knowingly or intentionally defaces or destroys accounting records required to be created and maintained by Chapter 718, F.S. during the period for which such records are required to be maintained, or who knowingly or intentionally fails to create or maintain such records with the intent of causing harm to the Association or one or more of its members, is personally subject to civil penalty pursuant to Section 718.501(1)(d). The accounting records must include, but not be limited to:

(i) Accurate, itemized, and detailed records for all receipts and expenditures.

(ii) A current account and a monthly, bimonthly, or quarterly statement of the account for each Unit designating the name of the Unit Owner, the due date and amount of each Assessment, the amount paid upon the account, and the balance due.

(iii) All audits, reviews, accounting statements, and financial reports of the Association or Condominium.

(iv) All contracts for work to be performed. Bids for work to be performed are also considered official records and must be maintained for a period of 1 year;

(l) Ballots, sign-in sheets, voting proxies and all other papers relating to elections which must be maintained for 1 year from the date of the meeting to which the document relates;

(m) All rental records if the Association is acting as agent for the rental of Units;

(n) A copy of the current Question and Answer Sheet, in the form promulgated by the Division, which shall be updated annually; and

(iii) Personal records of association employees, including, but not limited to, disciplinary, payroll, health, and insurance records.

(iv) Medical records of Unit Owners

(v) Social security numbers, driver's license numbers, credit card numbers, e-mail addresses, telephone numbers, emergency contact information, any addresses of a Unit Owner other than as provided to fulfill the Association's notice requirements, and other personal identifying information of any person excluding the person's name, unit designation, mailing address and property address.

(vi) Any electronic security measure that is used by the Association to safeguard data, including passwords.

(vii) The software and operating system used by the Association which allows manipulation of data, even if the owner owns a copy of the same software used by the Association. The data is part of the official records of the Association.

20. Certificate of Compliance. A certificate of compliance from a licensed electrical contractor or electrician may be accepted by the Association's Board of Directors as evidence of compliance of the Units to the applicable condominium fire and life safety code.

21. Provision of Information to Purchasers or Lienholders. The Association or its authorized agent shall not be required to provide a prospective purchaser or lienholder with information about the Condominium or the Association other than information or documents required by the Act to be made available or disclosed. The Association or its authorized agent shall be entitled to charge a reasonable fee to the prospective purchaser, lienholder, or the current Unit Owner for its time in providing good faith responses to requests for information by or on behalf of a prospective purchaser or lienholder, other than that required by law, provided that such fee shall not exceed $150.00 plus the reasonable cost of photocopying and any attorney's fees incurred by the Association in connection with the Association's response.

22. Electronic Transmission. For purposes hereof, "electronic transmission" means any form of communication, not directly involving the physical transmission or transfer of paper, which creates a record that may be retained, retrieved, and reviewed by a recipient thereof and which may be directly reproduced in a comprehensible and legible paper form by such recipient through an automated process. Examples of electronic transmission include, but are not limited to, telegrams, facsimile transmissions of images, and text that is sent via electronic mail between computers. Notwithstanding the provision for electronic transmission of notices by the Association, same may only be sent to Unit Owners that consent to receipt of Association notices by electronic transmission (and only for long as such consent remains in effect). Further, in no event may electronic transmission be used as a method of giving notice of a meeting called in whole or in part regarding the recall of a Director.

23. Construction. Wherever the context so permits, the singular shall include the plural, the plural shall include the singular, and the use of any gender shall be deemed to include all genders. To the extent not otherwise provided for or addressed in these By-Laws, the By-Laws shall be deemed to include the mandatory provisions of Chapter 718, Florida Statutes.

24. Captions. The captions herein are inserted only as a matter of convenience and for reference, and in no way define or limit the scope of these By-Laws or the intent of any provision hereof.

The foregoing was adopted as the By-Laws of **STOCK ISLAND MARINA VILLAGE CONDOMINIUM ASSOCIATION, INC.**, a corporation not for profit under the laws of the State of Florida, as of the 4th day of February, 2016.

Approved:

Donald Foss, President

Michael Raymond, Secretary

EXHIBIT "5"

DocH 2063312
BkH 2781 PgH 1457

COPY

ARTICLES OF INCORPORATION
OF
STOCK ISLAND MARINA VILLAGE CONDOMINIUM ASSOCIATION, INC.

The undersigned incorporator, for the purpose of forming a corporation not for profit pursuant to the laws of the State of Florida, hereby adopts the following Articles of Incorporation:

ARTICLE 1
NAME

The name of the corporation shall be **STOCK ISLAND MARINA VILLAGE CONDOMINIUM ASSOCIATION, INC.** For convenience, the corporation shall be referred to in this instrument as the "**Association**", these Articles of Incorporation as the "**Articles**", and the By-Laws of the Association as the "**By-Laws**".

ARTICLE 2
OFFICE

The principal office and mailing address of the Association shall be 7009 Shrimp Road, Suite #2, Key West, FL 33040, or at such other place as may be subsequently designated by the Board of Directors. All books and records of the Association shall be kept at its principal office or at such other place as may be permitted by Chapter 718, Florida Statutes, as it exists as of the date hereof (the "**Act**").

ARTICLE 3
PURPOSE

The purpose for which the Association is organized is to provide an entity pursuant to the Act for the operation of that certain condominium located in Monroe County, Florida, and known as **STOCK ISLAND MARINA VILLAGE, A CONDOMINIUM** (the "**Condominium**").

ARTICLE 4
DEFINITIONS

The terms used in these Articles shall have the same definitions and meanings as those set forth in the Declaration of Stock Island Marina Village, a Condominium ("**Declaration**") to be recorded in the Public Records of Monroe County, Florida, unless herein provided to the contrary, or unless the context otherwise requires.

ARTICLE 5
POWERS

The powers of the Association shall include and be governed by the following:

5.1 General. The Association shall have all of the common-law and statutory powers of a corporation not-for-profit under the Laws of Florida, except as expressly limited or restricted by the terms of these Articles, the Declaration, the By-Laws or the Act.

5.2 Enumeration. The Association shall have all of the powers and duties set forth in the Act, except as limited by these Articles, the By-Laws and the Declaration (to the extent that they are not in conflict with the Act), and all of the powers and duties reasonably necessary to operate the Condominium pursuant to the Declaration and as more particularly described in the By-Laws, as they may be amended from time to time, including, but not limited to, the following:

(a) To make and collect Assessments and other charges against members as Unit Owners, and to use the proceeds thereof in the exercise of its powers and duties subject to the limitations set forth in the Declaration.

(b) To assume all of Developer's and/or its affiliates' responsibilities to the County, and its and/or their governmental and quasi-governmental subdivisions and similar entities of any kind with respect to the Condominium Property (including, without limitation, any and all obligations imposed by any permits or approvals issued by the City and/or County, as same may be amended, modified or interpreted from time to time) and, in either such instance, the Association shall indemnify and hold Developer and its affiliates harmless with respect thereto in the event of the Association's failure to fulfill those responsibilities.

(c) To acquire, convey, lease, sell and grant encumbrances on both real and personal property in accordance with the provisions of the Declaration.

(d) To maintain, repair, replace, reconstruct, add to and operate the Condominium Property and/or Association Property, and other property acquired or leased by the Association in accordance with the provisions of the Declaration.

(e) To purchase insurance upon the Condominium Property and Association Property and insurance for the protection of the Association, its officers, directors and Unit Owners in accordance with the provisions of the Declaration.

(f) To make and amend reasonable rules and regulations for the maintenance, conservation and use of the Condominium Property and Association

Property and for the health, comfort, safety and welfare of the Unit Owners.

(g) To approve or disapprove the leasing, transfer, ownership and possession of Units as may be provided by the Declaration.

(h) To enforce by legal means the provisions of the Act, the Declaration, these Articles, the By-Laws, and the rules and regulations for the use of the Condominium Property and Association Property.

(i) To contract for the management and maintenance of the Condominium Property and/or Association Property and to authorize a management agent (who may be an affiliate of the Developer) to assist the Association in carrying out its powers and duties by performing such functions as reviewing and evaluating the submission of proposals, collection of Assessments, preparation of records, enforcement of rules and maintenance, repair and replacement of Common Elements and/or Association Property with such funds as shall be made available by the Association for such purposes. The Association and its officers shall, however, retain at all times the powers and duties granted in the Condominium documents and the Condominium Act, including, but not limited to, the making of Assessments, promulgation of rules and execution of contracts on behalf of the Association.

(j) To employ personnel to perform the services required for the proper operation of the Condominium and the Association Property.

(k) Subject to the limitations set forth in the Declaration, to execute all documents or consents, on behalf of all Unit Owners (and their mortgagees), required by all governmental and/or quasi-governmental agencies in connection with land use and development matters (including, without limitation, plats, waivers of plat, unities of title, covenants in lieu thereof, etc.) approved by the Board, and in that regard, each Owner, by acceptance of the deed to such Owner's Unit, and each mortgagee of a Unit by acceptance of a lien on said Unit, appoints and designates the President of the Association, as such Owner's agent and attorney-in-fact to execute any and all such documents or consents.

5.3 Association Property. All funds and the title to Association Property shall be held for the use and benefit of its members in accordance with the provisions of the Declaration.

5.4 Distribution of Income; Dissolution. The Association shall not pay a dividend to its members and shall make no distribution of income to its members, directors or officers, and upon dissolution, all assets of the Association shall be transferred only to another non-profit corporation or a public agency or as otherwise

authorized by the Florida Not For Profit Corporation Act (Chapter 617, Florida Statutes).

5.5 Limitation. The powers of the Association shall be subject to and shall be exercised in accordance with the provisions hereof and of the Declaration, the By-Laws and the Act, provided that in the event of conflict, the provisions of the Declaration shall take precedence over the Articles of Incorporation, By-Laws and applicable rules and regulations; the Articles of Incorporation shall take precedence over the By-Laws and applicable rules and regulations; and the By-Laws shall take precedence over applicable rules and regulations, all as amended from time to time.

ARTICLE 6
MEMBERS

6.1 Membership. The members of the Association shall consist of all of the record title owners of Units in the Condominium from time to time, and after termination of the Condominium, shall also consist of those who were members at the time of such termination, and their respective successors and assigns.

6.2 Assignment. The share of a member in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to the Unit for which that share is held.

6.3 Voting. On all matters upon which the membership shall be entitled to vote, there shall be one (1) vote for the Owner of each Unit. All votes shall be exercised or cast in the manner provided by the Declaration and By-Laws. Any person or entity owning more than one Unit shall be entitled to cast the aggregate number of votes attributable to all Units owned.

6.4 Meetings. The By-Laws shall provide for an annual meeting of members, and may make provision for regular and special meetings of members other than the annual meeting.

ARTICLE 7
TERM OF EXISTENCE

The Association shall have perpetual existence, unless dissolved in accordance with applicable law.

ARTICLE 8
INCORPORATOR

The name and address of the Incorporator of this Corporation is:

Name	Address

Matthew Strunk

7009 Shrimp Road, Suite #2
Key West, FL 33040

ARTICLE 9
OFFICERS

The affairs of the Association shall be administered by the officers holding the offices designated in the By-Laws. The officers shall be elected by the Board of Directors of the Association at its first meeting following the first annual meeting of the members of the Association and shall serve at the pleasure of the Board of Directors. The By-Laws may provide for the removal from office of officers, for filling vacancies and for the duties and qualifications of the officers. The names and addresses of the officers who shall serve until their successors are designated by the Board of Directors are as follows:

President	Donald Foss	25505 W. 12 Mile Road, Ste. 3000 Southfield, MI 48034
Vice President	Matthew Strunk	7009 Shrimp Rd., Suite #2 Key West, FL 33040
Secretary/Treasurer	Michael Raymond	2600 Big Beaver Rd., Ste. 300 Troy, MI 48084

ARTICLE 10
MEMBERS OF BOARD OF DIRECTORS

10.1 Number and Qualification. The property, business and affairs of the Association shall be managed by a Board of Directors, with the number of members of the Board of Directors determined in the manner provided by the By-Laws. In no event shall there be fewer than three (3) members of the Board of Directors. Members of the Board of Directors need not be members of the Association/Unit Owners.

10.2 Duties and Powers. All of the duties and powers of the Association existing under the Act, the Declaration, these Articles and the By-Laws shall be exercised exclusively by the Board of Directors, its agents, contractors or employees, subject only to approval by Unit Owners when such approval is specifically required by the Act, the Declaration, these Articles, or the By-laws.

10.3 Election; Removal. Members of the Board of Directors of the Association shall be elected at the annual meeting of the members in the manner determined by and subject to the qualifications set forth in the By-Laws. Members of the Board of Directors may be removed and vacancies on the Board of Directors shall be filled in the manner provided by the By-Laws.

10.4 Term of Developer's Appointees to Board of Directors. The Developer of the Condominium shall appoint the members of the first Board of Directors and their replacements who shall hold office for the periods described in the By-Laws.

10.5 First Members of Board of Directors. The names and addresses of the members of the first Board of Directors who shall hold office until their successors have taken office, as provided in the By-Laws, are as follows:

Name	Address
Donald Foss	25505 W. 12 Mile Road, Ste. 3000 Southfield, MI 48034
Matthew Strunk	7009 Shrimp Rd., Suite #2 Key West, FL 33040
Michael Raymond	2600 Big Beaver Rd., Ste. 300 Troy, MI 48084

10.6 Standards. Each member of the Board of Directors shall discharge his or her duties, including any duties as a member of a committee, if applicable, in good faith; with the care an ordinarily prudent person in a like position would exercise under similar circumstances; and in a manner reasonably believed to be in the best interest of the Association. Unless a member of the Board of Directors has knowledge concerning a matter in question that makes reliance unwarranted, he or she may, in discharging his or her duties, rely on information, opinions, reports or statements, including financial statements and other data, if prepared or presented by: one or more officers or employees of the Association whom the member of the Board of Directors reasonably believes to be reasonable and competent in the matters presented; legal counsel, public accountants or other persons as to matters the member of the Board of Directors reasonably believes are within the persons' professional or expert competence; or a committee of which the member of the Board of Directors is not a member if the member of the Board of Directors reasonably believes the committee merits confidence. A member of the Board of Directors is not liable for any action taken as a member of the Board of Directors, or any failure to take action, if he or she performed the duties of his or her office in compliance with the foregoing standards.

ARTICLE 11
INDEMNIFICATION

11.1 Indemnitees. The Association shall indemnify any person who was or is a party to any proceeding (other than an action by, or in the right of, the Association) by

reason of the fact that he or she is or was a member of the Board of Directors, or an officer, employee or agent (each, an "**Indemnitee**") of the Association, against liability incurred in connection with such proceeding, including any appeal thereof, if he or she acted in good faith and in a manner he or she reasonably believed to be in, or not opposed to, the best interests of the Association and, with respect to any criminal action or proceeding, had no reasonable cause to believe his or her conduct was unlawful. The termination of any proceeding by judgment, order, settlement, or conviction or upon a plea of nolo contendere or its equivalent shall not, of itself, create a presumption that the person did not act in good faith and in a manner which he or she reasonably believed to be in, or not opposed to, the best interests of the Association or, with respect to any criminal action or proceeding, had reasonable cause to believe that his or her conduct was unlawful.

11.2 Indemnification. The Association shall indemnify any person, who was or is a party to any proceeding, or any threat of same, by or in the right of the Association to procure a judgment in its favor by reason of the fact that he or she is or was a director, officer, employee, or agent of the Association against expenses and amounts paid in settlement not exceeding, in the judgment of the Board of Directors, the estimated expense of litigating the proceeding to conclusion, including all fees and costs that would actually and reasonably be incurred in connection with the defense or settlement of such proceeding, including any appeal thereof. Such indemnification shall be authorized if such person acted in good faith and in a manner he or she reasonably believed to be in, or not opposed to, the best interests of the Association, except that no indemnification shall be made under this Article 11 in respect of any claim, issue, or matter as to which such person shall have been adjudged to be liable unless, and only to the extent that, the court in which such proceeding was brought, or any other court of competent jurisdiction, shall determine upon application that, despite the adjudication of liability but in view of all circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which such court shall deem proper.

11.3 Indemnification for Expenses. To the extent that a director, officer, employee, or agent of the Association has been successful on the merits or otherwise in defense of any proceeding referred to in subsection 11.1 or subsection 11.2, or in defense of any claim, issue, or matter therein, he or she shall be indemnified against expenses actually and reasonably incurred by him or her in connection therewith.

11.4 Determination of Applicability. Any indemnification under subsection 11.1 or subsection 11.2, unless pursuant to a determination by a court, shall be made by the Association only as authorized in the specific case upon a determination that indemnification of the member of the Board of Directors, officer, employee, or agent is proper under the circumstances because he or she has met the applicable standard of conduct set forth in subsection 11.1 or subsection 11.2 above. Such determination shall be made:

(a) By the Board of Directors by a majority vote of a quorum consisting of members of the Board of Directors who were not parties to such proceeding;

(b) If such a quorum is not obtainable or, even if obtainable, by majority vote of a committee duly designated by the Board of Directors (in which directors who are parties may participate) consisting solely of two or more members of the Board of Directors not at the time parties to the proceeding;

(c) By independent legal counsel:

(i) selected by the Board of Directors by the method prescribed in paragraph 11.4(a) or the committee by the method prescribed in paragraph 11.4(b); or

(ii) if a quorum of the Board of Directors cannot be obtained for paragraph 11.4(a) and the Committee cannot be designated under paragraph 11.4(b), selected by majority vote of the full Board of Directors (in which members of the Board of Directors who are parties may participate); or

(d) By a majority of the voting interests of the members of the Association who were not parties to such proceeding.

11.5 Determination Regarding Expenses. Evaluation of the reasonableness of expenses and authorization of indemnification shall be made in the same manner as the determination that indemnification is permissible. However, if the determination of permissibility is made by independent legal counsel, persons specified by paragraph 11.4(c) shall evaluate the reasonableness of expenses and may authorize indemnification.

11.6 Advancing Expenses. Expenses incurred by an officer or member of the Board of Directors in defending a civil or criminal proceeding, or any threat of same, may be paid by the Association in advance of the final disposition of such proceeding upon receipt of an undertaking by or on behalf of such member of the Board of Directors or officer to repay such amount if he or she is ultimately found not to be entitled to indemnification by the Association pursuant to this section. Expenses incurred by other employees and agents of the Association may be paid in advance upon such terms or conditions that the Board of Directors deems appropriate.

11.7 Exclusivity; Exclusions. The indemnification and advancement of expenses provided pursuant to this section are not exclusive, and the Association may make any other or further indemnification or advancement of expenses of any member of the Board of Directors, or officers, employees, or agents, under any bylaw, agreement, vote of members of the Association or disinterested members of the

Board of Directors, or otherwise, both as to action in his or her official capacity and as to action in another capacity while holding such office. However, indemnification or advancement of expenses shall not be made to or on behalf of any member of the Board of Directors, officer, employee, or agent if a judgment or other final adjudication establishes that his or her actions, or omissions to act, were material to the cause of action so adjudicated and constitute:

(a) A violation of the criminal law, unless the member of the Board of Directors, officer, employee, or agent had reasonable cause to believe his or her conduct was lawful or had no reasonable cause to believe his or her conduct was unlawful;

(b) A transaction from which the member of the Board of Directors, officer, employee, or agent derived an improper personal benefit; or

(c) Willful misconduct or a conscious disregard for the best interests of the Association in a proceeding by or in the right of the Association to procure a judgment in its favor or in a proceeding by or in the right of the members of the Association.

11.8 Continuing Effect. Indemnification and advancement of expenses as provided in this Article 11 shall continue, unless otherwise provided when authorized or ratified, with respect to a person who has ceased to be a member of the Board of Directors, officer, employee, or agent and shall inure to the benefit of the heirs, executors, and administrators of such a person, unless otherwise provided when authorized or ratified.

11.9 Application to Court. Notwithstanding the failure of the Association to provide indemnification, and despite any contrary determination of the Board of Directors or of the members in the specific case, a member of the Board of Directors, or an officer, employee, or agent of the Association who is or was a party to a proceeding may apply for indemnification or advancement of expenses, or both, to the court conducting the proceeding, to the circuit court, or to another court of competent jurisdiction. On receipt of an application, the court, after giving any notice that it considers necessary, may order indemnification and advancement of expenses, including expenses incurred in seeking court-ordered indemnification or advancement of expenses, if it determines that:

(a) The member of the Board of Directors, or the officer, employee, or agent is entitled to mandatory indemnification under subsection 11.3, in which case the court shall also order the Association to pay such member of the Board of Directors, or the officer, employee, or agent reasonable expenses incurred in obtaining court-ordered indemnification or advancement of expenses;

(b) The member of the Board of Directors, officer, employee, or agent is entitled to indemnification or advancement of expenses, or both, by virtue

of the exercise by the Association of its power pursuant to subsection 11.7; or

(c) The member of the Board of Directors, or the officer, employee, or agent is fairly and reasonably entitled to indemnification or advancement of expenses, or both, in view of all the relevant circumstances, regardless of whether such person met the standard of conduct set forth in subsection 11.1, subsection 11.2, or subsection 11.7, unless (a) a court of competent jurisdiction determines, after all available appeals have been exhausted or not pursued by the proposed indemnitee, that he or she did not act in good faith or acted in a manner he or she reasonably believed to be not in, or opposed to, the best interest of the Association, and, with respect to any criminal action or proceeding, that he or she had reasonable cause to believe his or her conduct was unlawful, and (b) such court further specifically determines that indemnification should be denied. The termination of any proceeding by judgment, order, settlement, conviction or upon a plea of nolo contendere or its equivalent shall not, of itself, create a presumption that the person did not act in good faith or did act in a manner which he or she reasonably believed to be not in, or opposed to, the best interest of the Association, and, with respect to any criminal action or proceeding, that he or she had reasonable cause to believe that his or her conduct was unlawful.

11.10 Definitions. For purposes of this Article 11, the term "**expenses**" shall be deemed to include reasonable attorneys' fees and related "**out-of-pocket**" expenses, including those for any appeals; the term "**liability**" shall be deemed to include obligations to pay a judgment, settlement, penalty, fine, and expenses actually and reasonably incurred with respect to a proceeding; the term "**proceeding**" shall be deemed to include any threatened, pending, or completed action, suit, or other type of proceeding, whether civil, criminal, administrative or investigative, and whether formal or informal; and the term "**agent**" shall be deemed to include a volunteer; the term "**serving at the request of the Association**" shall be deemed to include any service as a director, officer, employee or agent of the Association that imposes duties on, and which are accepted by, such persons.

11.11 Effect. The indemnification provided by this Article 11 shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under any applicable law, agreement, vote of members or otherwise.

11.12 Amendment. Anything to the contrary herein notwithstanding, no amendment to the provisions of this Article 11 shall be applicable as to any party eligible for indemnification hereunder who has not given his or her prior written consent to such amendment.

ARTICLE 12
BY-LAWS

The first By-Laws of the Association shall be adopted by the Board of Directors and may be altered, amended or rescinded in the manner provided in the By-Laws and the Declaration.

ARTICLE 13
AMENDMENTS

Amendments to these Articles shall be proposed and adopted in the following manner:

13.1 Notice. Notice of a proposed amendment shall be included in the notice of any meeting at which the proposed amendment is to be considered and shall be otherwise given in the time and manner provided in Chapter 617, Florida Statutes. Such notice shall contain the proposed amendment or a summary of the changes to be effected thereby.

13.2 Adoption. Amendments shall be proposed and adopted in the manner provided in Chapter 617, Florida Statutes and in the Act (the latter to control over the former to the extent provided for in the Act).

13.3 Limitation. No amendment to these Articles shall be made that is in conflict with or prohibited by the Act, the Declaration or the By-Laws.

13.4 Developer Amendments. To the extent lawful, the Developer may amend these Articles consistent with the provisions of the Declaration allowing certain amendments to be effected by the Developer alone.

13.5 Recording. A copy of each amendment shall be filed with the Secretary of State pursuant to the provisions of applicable Florida law, and a copy certified by the Secretary of State shall be recorded in the public records of Monroe County, Florida with an identification on the first page thereof of the book and page of said public records where the Declaration was recorded which contains, as an exhibit, the initial recording of these Articles.

Notwithstanding anything to the contrary contained in these Articles, any amendment to these Articles may only be made in accordance with Section 6.2 (Material Amendments) of the Declaration.

In addition, notwithstanding anything to the contrary contained in these Articles, no amendment may be adopted to these Articles which would materially adversely affect the parking necessary for or materially affect Unit 4 Owner's ability to construct and develop a 100 room hotel and a 192 seat restaurant and tiki bar on Unit 4 or disallow the such use, without the consent of the owner of the Unit 4.

ARTICLE 14
INITIAL REGISTERED OFFICE; ADDRESS AND NAME OF REGISTERED AGENT

The initial registered office of this corporation shall be at 7009 Shrimp Road, Suite #2, Key West, Florida 33040. The initial registered agent at that address shall be Matthew Strunk.

[REMAINDER OF PAGE INTENTIONALLY BLANK. SIGNATURE PAGE AND CERTIFICATE DESIGNATING PLACE OF BUSINESS OR DOMICILE FOR THE SERVICE OF PROCESS WITHIN THIS STATE, NAMING AGENT UPON WHOM PROCESS MAY BE SERVED CONTAINED ON FOLLOWING PAGES.]

IN WITNESS WHEREOF, the Incorporator has affixed his signature this 6th day of January, 2016.

Matthew Strunk, Incorporator

CERTIFICATE DESIGNATING PLACE OF BUSINESS OR DOMICILE
FOR THE SERVICE OF PROCESS WITHIN THIS STATE,
NAMING AGENT UPON WHOM PROCESS MAY BE SERVED

In compliance with the laws of Florida, the following is submitted:

That desiring to organize under the laws of the State of Florida with its principal office, as indicated in the foregoing articles of incorporation, in the County of Monroe, State of Florida, the Association named in the said articles has named Matthew Strunk, located at 7009 Shrimp Rd., Suite #2, Key West, FL 33040, as its statutory registered agent.

Having been named the statutory agent of said Association at the place designated in this certificate, I am familiar with the obligations of that position, and hereby accept the same and agree to act in this capacity, and agree to comply with the provisions of Florida law relative to keeping the registered office open.

Matthew Strunk, Registered Agent
Dated this 6th day of January, 2016

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MONROE COUNTY
OFFICIAL RECORDS

Google Maps

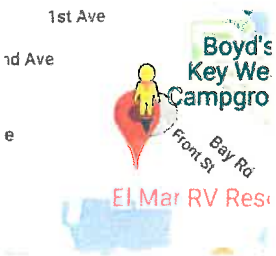
Benjamin Bernstein trust [00127250-000000]

Image capture: Mar 2019 © 2019 Google

Stock Island, Florida

Google

Street View - Mar 2019



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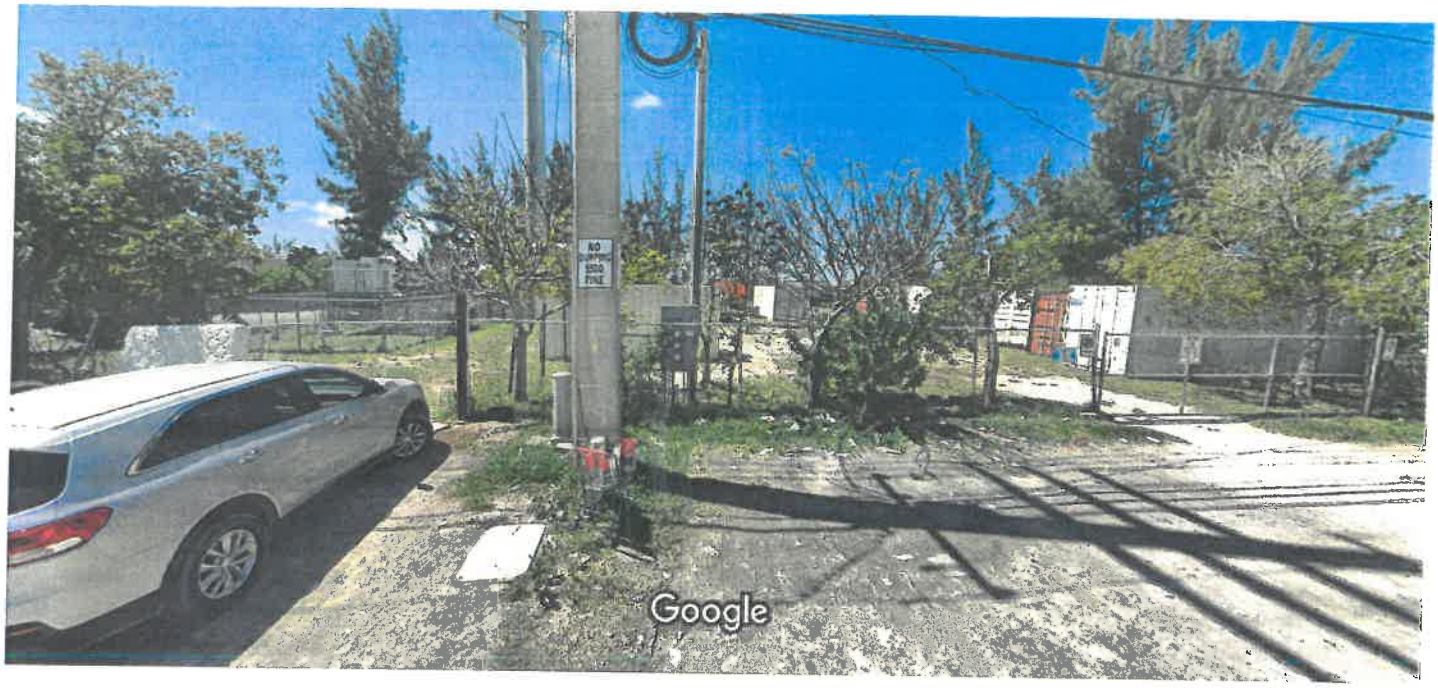

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00123730-000200; Constellation Yachts, Inc.

Image capture: Mar 2019 © 2019 Google

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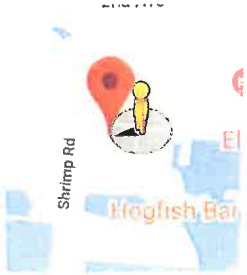

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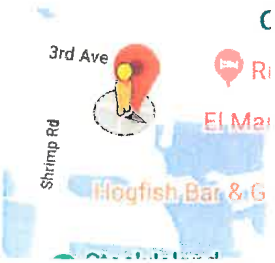

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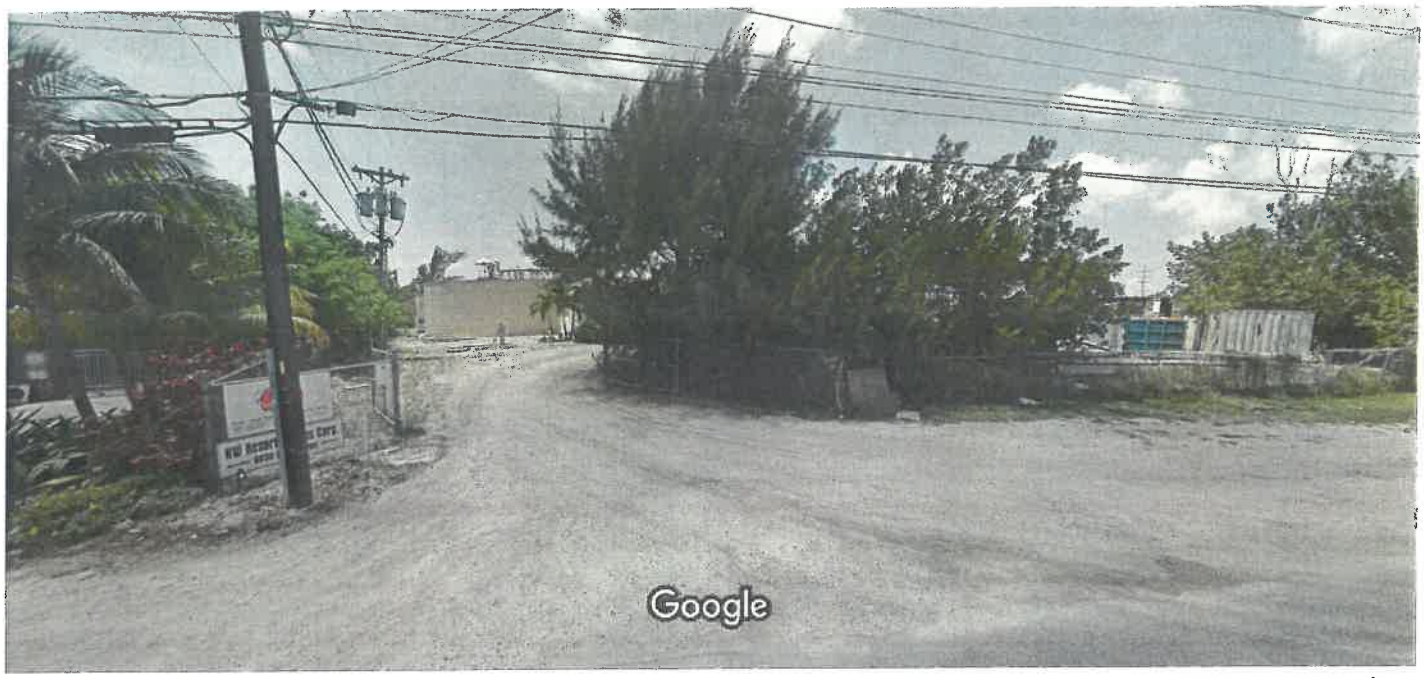

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Image capture: Mar 2019 © 2019 Google

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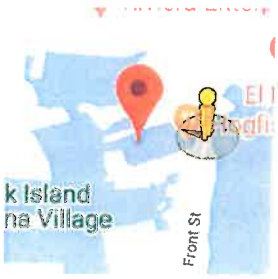

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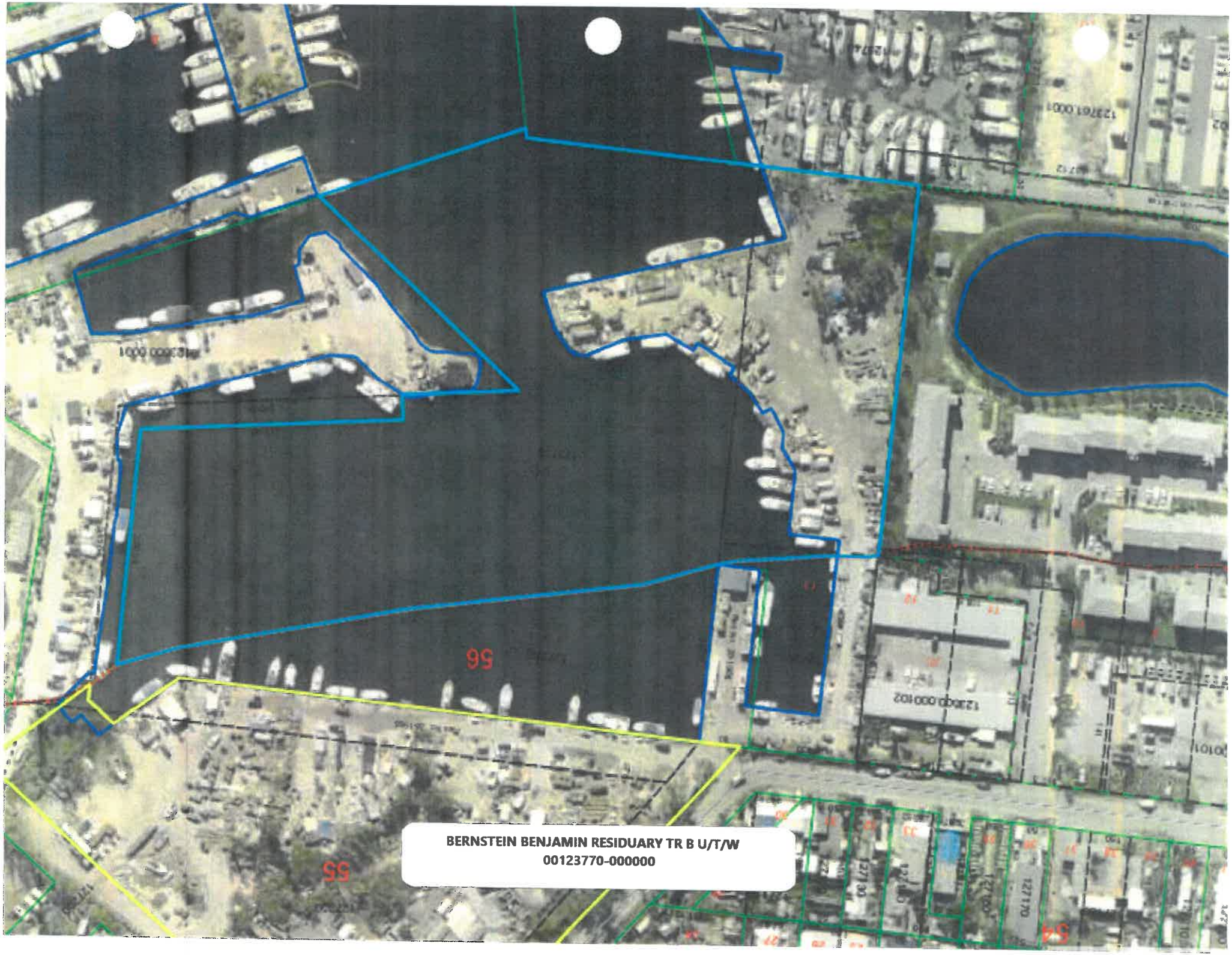
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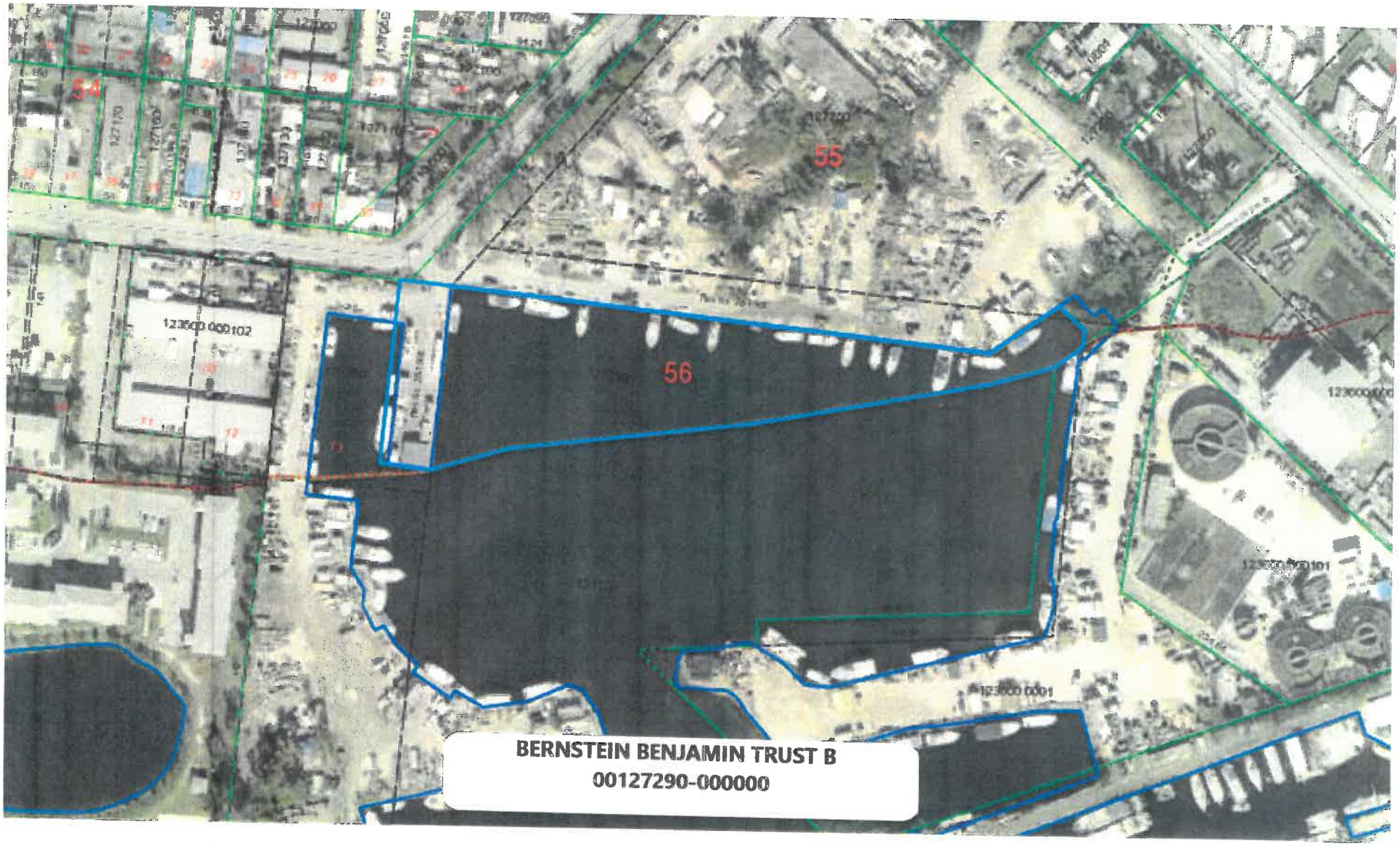
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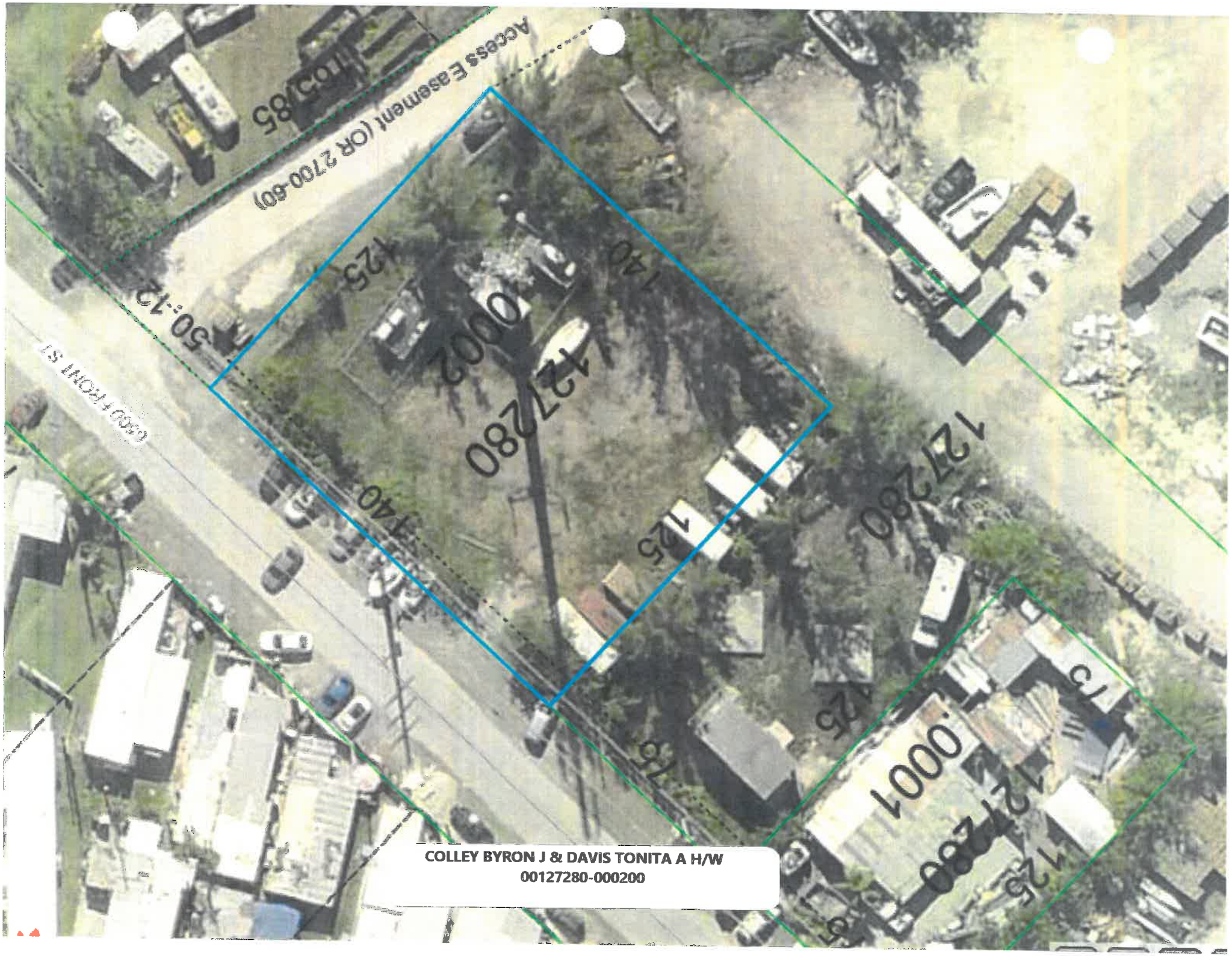
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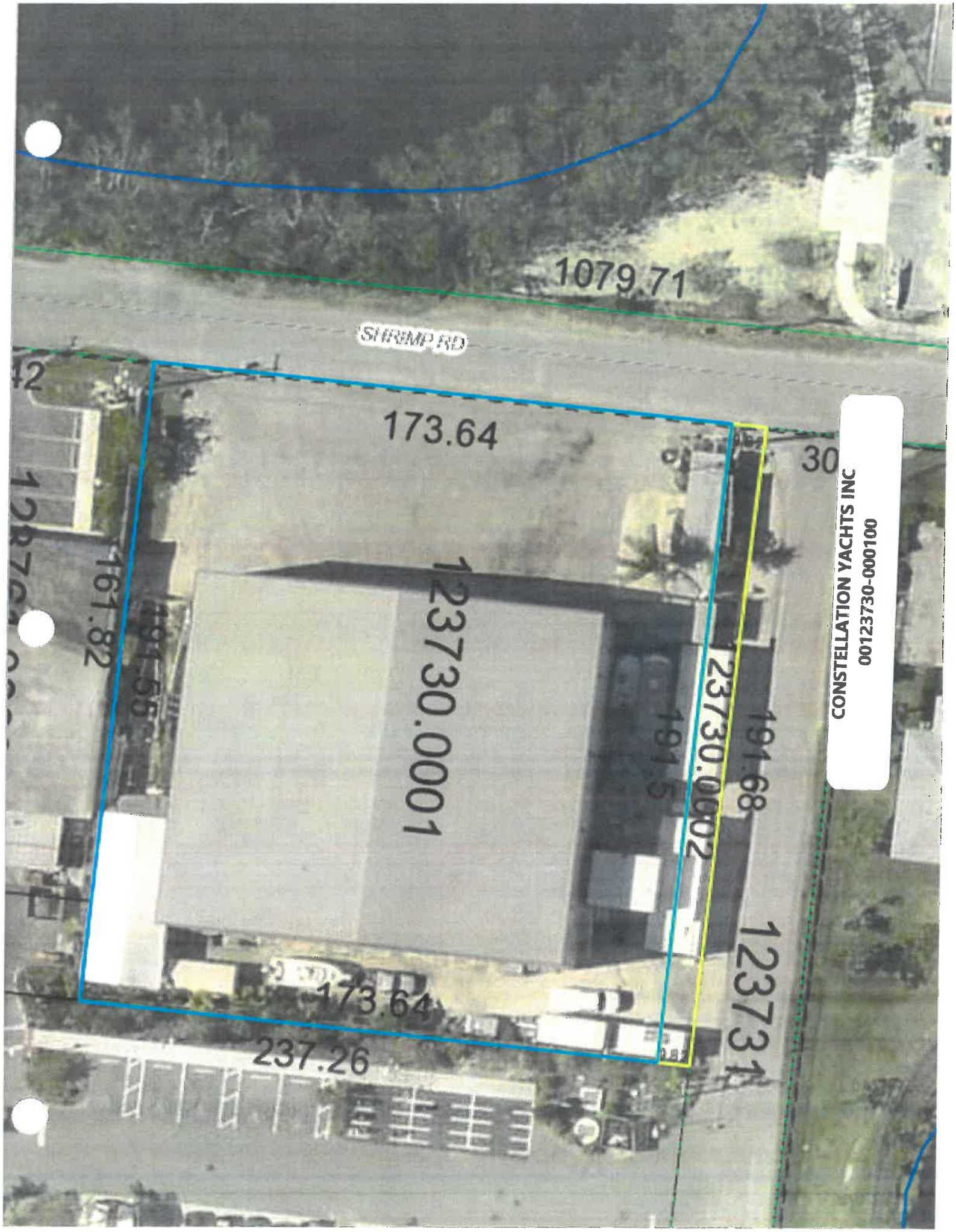
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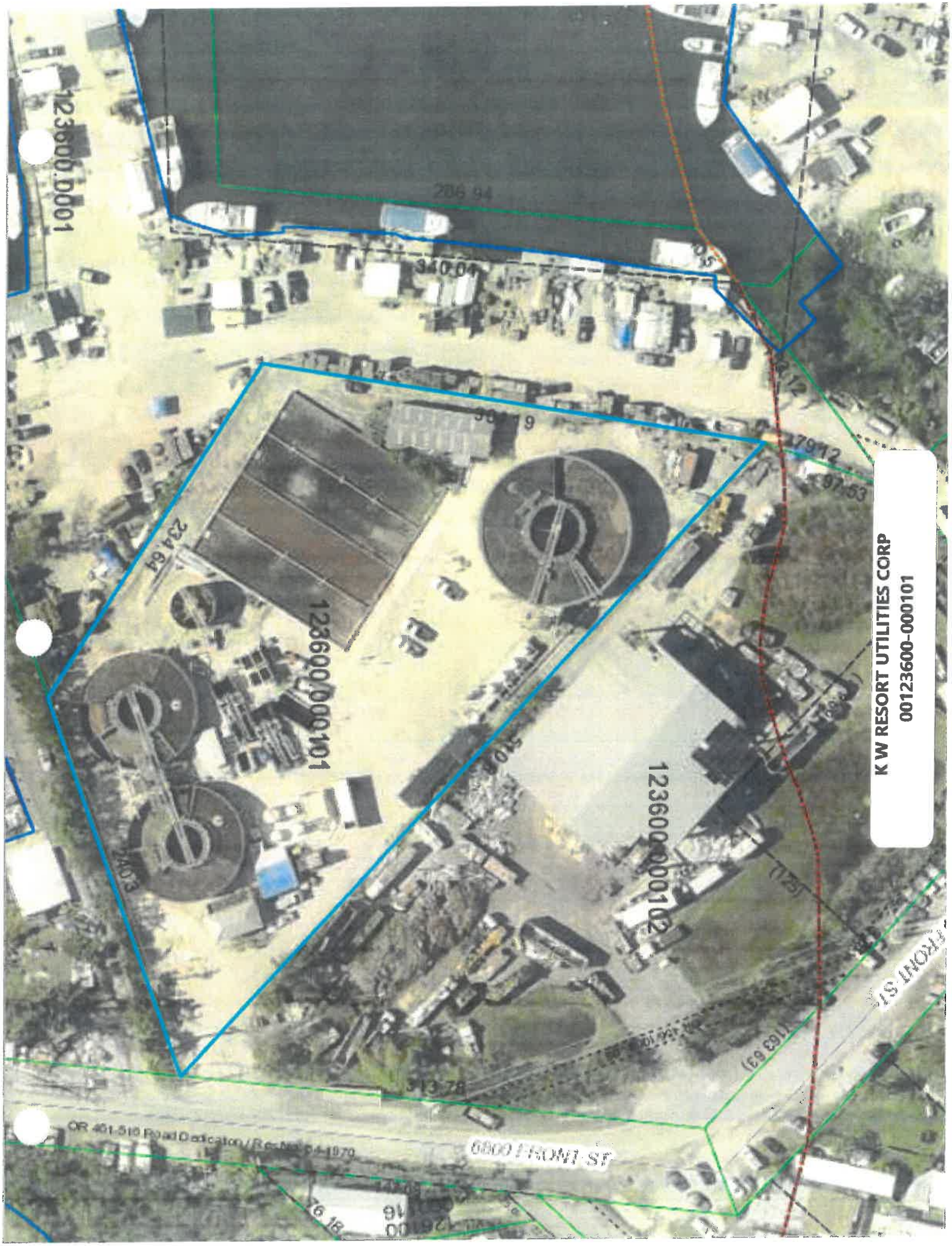
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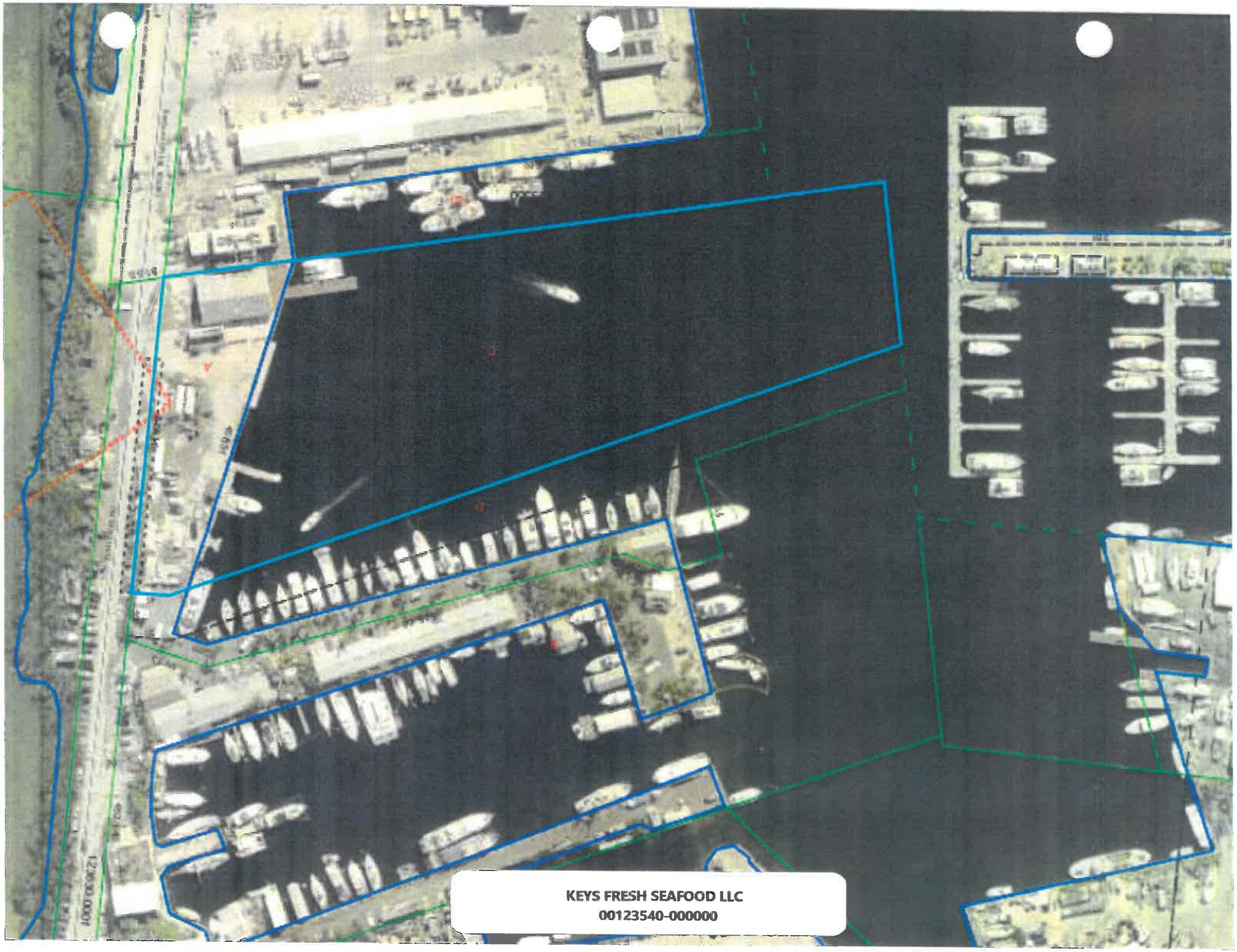
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ROBBIES SAFE HARBOR
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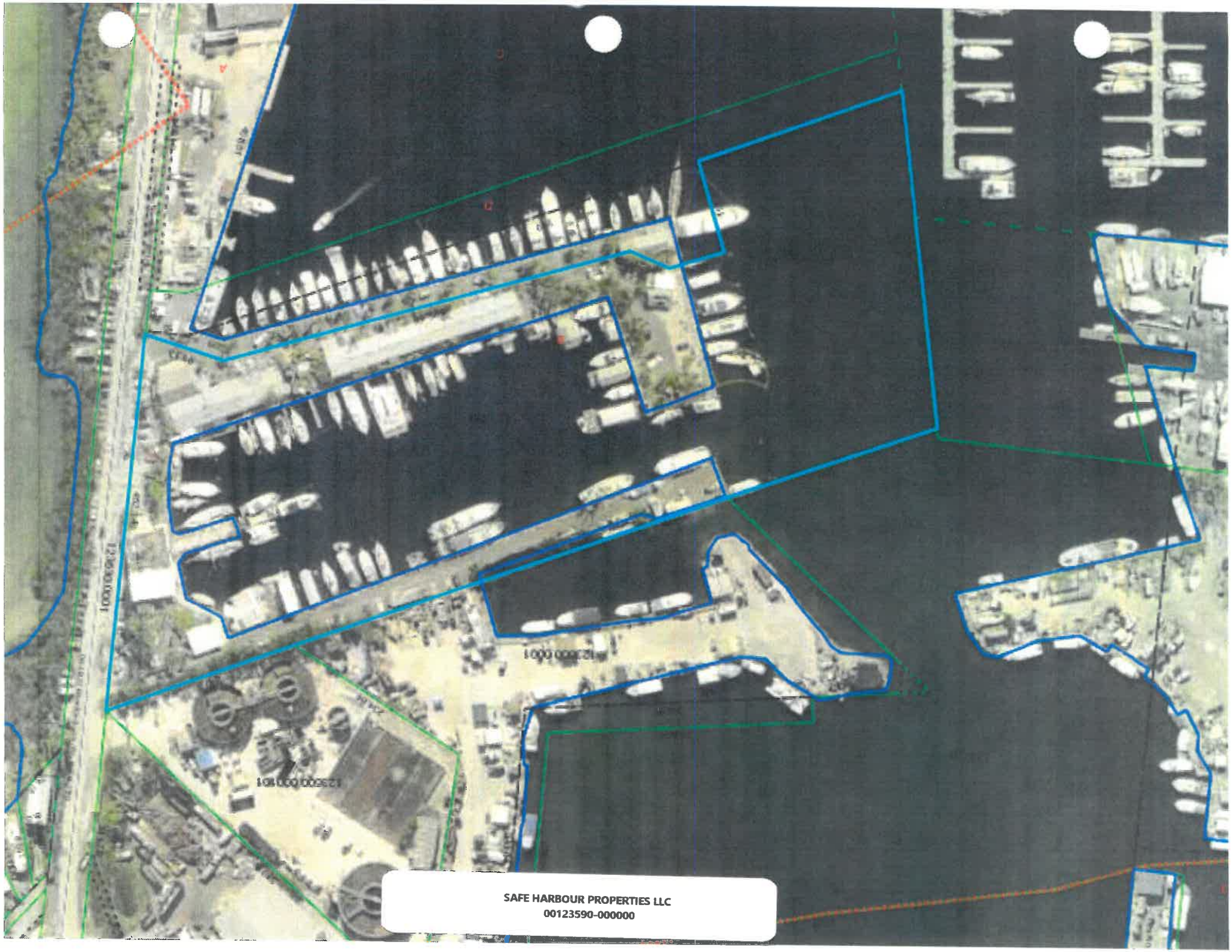


SAFE HARBOUR PROPERTIES LLC
00123590-000000

SIMV HOTEL 1 LLC
00123761-000400

Prepared by and return to:
Chelsea C. Vanadia
Attorney at Law
Smith Hawks, PL
138 Simonton Street
Key West, FL 33040
305-296-7227

Survey Affidavit

No Boundary Changes

BEFORE ME, the undersigned authority, duly authorized to take acknowledgments and administer oaths, personal appeared Roger M. Bernstein, as Manager of JKYD, LLC, a Florida limited liability company ("Affiant"), who deposes and says under penalties of perjury that:

1. This affidavit is made with regard to the property located at Vacant Land, Shrimp Road, Stock Island, FL; Parcel ID: 00123720-000400; Alternate Key: 9088429.

2. Affiant is the Manager of JKYD, LLC, a Florida limited liability company, the owner of the real property described under item 1 above ("Property").

3. Affiant is familiar with the Property.

4. Affiant has reviewed the survey of the Property prepared by Avirom & Associates, Inc., dated February 1, 2016 for Stock Island Marina Village, a condominium ("Survey") attached as Exhibit "A."

5. There has been no change in the location of the boundary lines of the Property since the Survey.

6. This affidavit is made to connection with that certain LUD Map Amendment Application filed with Monroe County Florida, bearing the File #2019-062 commonly known as the Safe Harbor Overlay District.

(Signature page to follow)

JKYD, LLC, a Florida limited liability company

By: _____

Roger M. Bernstein, Manager

State of Florida
County of Miami-Dade

The foregoing instrument was sworn to and subscribed before me this 11th day of July, 2019 by Roger M. Bernstein, Manager of JKYD, LLC, a Florida limited liability company. He [✓] is personally known to me or [_] has produced a driver's license as identification.

[Notary Seal]

Notary Public

Printed Name: Jeannine Rodriguez

My Commission Expires: 10/22/2020

Jeannine N. Rodriguez
COMMISSION # GG037756
EXPIRES: Oct. 22, 2020
Bonded Thru Aaron Notary

Prepared by and return to:
Chelsea C. Vanadia
Attorney at Law
Smith Hawks, PL
138 Simonton Street
Key West, FL 33040
305-296-7227

Survey Affidavit

No Boundary Changes

BEFORE ME, the undersigned authority, duly authorized to take acknowledgments and administer oaths, personal appeared John Buckheim, as Manager of Keys Fresh Seafood, LLC, a Florida limited liability company ("Affiant"), who deposes and says under penalties of perjury that:

1. This affidavit is made with regard to the property located at 6840 Front Street, Stock Island, FL; Parcel ID: 00123540-000000; Alternate Key: 1157651.

2. Affiant is the Manager of Keys Fresh Seafood, LLC, a Florida limited liability company, the owner of the real property described under item 1 above ("Property").

3. Affiant is familiar with the Property.

4. Affiant has reviewed the survey and legal description of the Property prepared by J. Lynn O'Flynn, dated May 8, 2012 ("Survey") attached as Exhibit "A," as previously filed with Monroe County, file # 2012-075.

5. There has been no change in the location of the boundary lines of the Property since the Survey.

6. This affidavit is made to connection with that certain LUD Map Amendment Application filed with Monroe County Florida, bearing the File #2019-062 commonly known as the Safe Harbor Overlay District.

Keys Fresh Seafood, LLC, a Florida limited liability company

By: _____
John Buckheim, Manager

State of Florida
County of Monroe

The foregoing instrument was sworn to and subscribed before me this 28th day of June, 2019 by John Buckheim, Manager of Keys Fresh Seafood, LLC, a Florida limited liability company. He [_] is personally known to me or [X] has produced a driver's license as identification.
B250-473-86-128-0

Alexa Walterson
Notary Public

[Notary Seal]

ALEXA NICOLE WALTERSON
MY COMMISSION # GG 344287
EXPIRES: June 12, 2023
Bonded Thru Notary Public Underwriters

Printed Name: Alexa Walterson

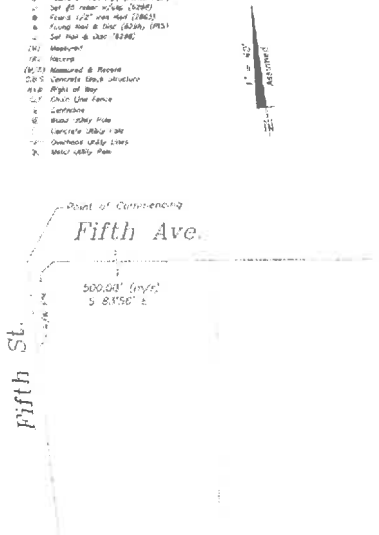
My Commission Expires: June 12, 23

Exhibit "A"

LEGEND

- Found 2" Iron Pipe (Since Part)
- Set 5/8 rebar w/cap (LB2648)
- Found 1/2" Iron Rod (LB6633)
- Found Nail & Disc (LB2648) (PRS)
- Set Nail & Disc "LB2648"
- (M) Measured
- (R) Record
- (M,R) Measured & Record
- C.B.S. Concrete Block Structure
- R/W Right of Way
- C.L.F. Chain Link Fence
- Centerline
- Wood Utility Pole
- Concrete Utility Pole
- Overhead Utility Lines
- Water Utility Main

1" = 40'



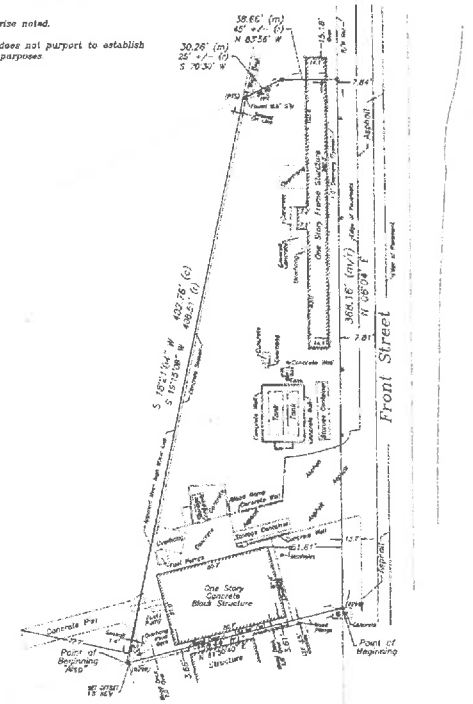
BOUNDARY SURVEY OF: A tract of land on a part of Stock Island, Monroe County, Florida, and being more particularly described by metes and bounds as follows: COMMENCING at the intersection of the Southerly right of way line of Fifth Avenue and the Easterly right of way line of Fifth Street of the Plat of Stock Island, recorded in Plat Book 1, Page 55 of the Public Records of Monroe County, Florida, bear South 83°56' East, 500.00 feet; thence bear South 06°04' West, 2,242.25 feet, thence bear South 83°56' East, 2,131.53 feet; thence bear North 06°04' East, 1,105.99 feet to the POINT OF BEGINNING of the tract of land hereinafter described; from said Point of Beginning, continue bearing North 06°04' East, 368.16 feet; thence bear North 83°56' West, 45 feet more or less, to a point; thence bear South 70°30' West, 25 feet, more or less, to a point; thence bear South 19°15'08" West, 408.51 feet to a point which is bearing South 81°50'40" West from the Point of Beginning; thence bear North 81°50'40" East, 156.44 feet back to the POINT OF BEGINNING

ALSO; (Not Surveyed---Shown for graphical purposes only)

A tract of land and water on a part of Stock Island, Monroe County, Florida, and being more particularly described by metes and bounds as follows: COMMENCING at the intersection of the Southerly right of way line of Fifth Avenue and the Easterly right of way line of Fifth Street, bear South 83°56' East, 500.00 feet; thence bear South 06°04' West, 2,242.25 feet; thence bear South 83°56' East, 2,131.53 feet, thence bear North 06°04' East, 1,105.99 feet; thence bear South 81°50'40" West, 156.44 feet to the POINT OF BEGINNING of the tract of land and water hereinafter described; from said Point of Beginning, bear North 19°15'08" East, 408.51 feet; thence bear South 70°30' West, 905 feet more or less, to the centerline of an Entrance Channel, thence bear South 05°45' East along the said centerline of Entrance Channel, 190 feet, more or less, to a point which is bearing South 81°50'40" West from the Point of Beginning, thence bear North 81°50'40" East for a distance of 690 feet, more or less, back to the POINT OF BEGINNING.

NOTES:

1. The legal descriptions shown hereon were furnished by the client or their agent.
2. Underground foundations and utilities were not located.
3. All angles are 90° (Measured & Record) unless otherwise noted.
4. Street address: 6840 Front Street, Stock Island, Key West, FL.
5. This survey is not valid without the signature and the original raised seal of a Florida licensed surveyor and mapper.
6. Lands shown hereon were not abstracted for rights-of-way, easements, ownership, or other instruments of record.
7. Bearings are assumed and based on the W'ly R/W line of Front St. as N 6°04' E
8. This survey is not assignable.
9. Date of field work: December 6, 2006.
10. Ownership of fences is undeterminable, unless otherwise noted.
11. Adjoiners are not furnished.
12. The "Apparent Mean High Water Line" shown hereon does not purport to establish the actual Mean High Water Line for tidal boundary purposes
13. Upland Area: 40,240 square feet, more or less



MAY 21 2012
2012-075
MONROE CO. PLANNING DEPT.

THIS SURVEY IS NOT ASSIGNABLE

BOUNDARY SURVEY FOR: 6840 Front Street LLC

J. LYNN O'FLYNN, INC

J. Lynn O'Flynn, PSM
Florida Reg. #2648

December 12, 2006

SHEET: 1 OF: 1

DATE: 5-8-12
REVISIONS:
1 Revised Boundary/Upland Area
2
3
4
5
6
7

DRAWN BY: MPB
CHECKED BY: JLO
DATE: 12-07-06

Boundary Survey Map of:
6840 FRONT STREET LLC
6840 Front Street, Stock Island, Florida

J. LYNN O'FLYNN, Inc.
Professional Surveyor & Mapper
PSM #2648
3430 Duck Ave., Key West, FL 33040
(305) 296-7422 FAX (305) 296-2244

Not valid without the signature and the original raised seal of a Florida licensed Surveyor and Mapper.

Prepared by and return to:
Chelsea C. Vanadia
Smith Hawks, PL
138 Simonton Street
Key West, FL 33040
305-296-7227

Survey Affidavit

No Boundary Changes

BEFORE ME, the undersigned authority, duly authorized to take acknowledgments and administer oaths, personal appeared Joseph O'Connell, as Manager of Safe Harbour Properties, LLC, a Florida limited liability company ("Affiant"), who deposes and says under penalties of perjury that:

1. This affidavit is made with regard to the property located at 6810 Front Street, Stock Island, FL; Parcel ID: 00123590-000000; Alternate Key: 1157708.

2. Affiant is the Manager of Safe Harbour Properties, LLC, a Florida limited liability company, the owner of the real property described under item 1 above ("Property").

3. Affiant is familiar with the Property.

4. Affiant has reviewed the survey and legal description of the Property prepared by J. Lynn O'Flynn, Inc., dated May 7, 2012 ("Survey") attached as Exhibit "A", as previously filed with Monroe County, file # 2012-075.[1]

5. There has been no change in the location of the boundary lines of the Property since the Survey.

6. This affidavit is made to connection with that certain LUD Map Amendment Application filed with Monroe County Florida, bearing the File #2019-062 commonly known as the Safe Harbor Overlay District.

Safe Harbour Properties, LLC, a Florida
limited liability company

By: _____
Joseph O'Connell, Manager

State of Florida
County of Monroe
The foregoing instrument was sworn to and subscribed before me this 25th day of June, 2019 by Joseph O'Connell, Manager of Safe Harbour Properties, LLC, a Florida limited liability company. He [✓] is personally known to me or [_] has produced a driver's license as identification.

[Notary Seal]

BRITNEY B. ALAYON
MY COMMISSION # FF 995555
EXPIRES: August 22, 2020
Bonded Thru Notary Public Underwriters

_____
Notary Public

Printed Name: Britney Alayon

My Commission Expires: 8/22/20

[1] There is a scrivener's error on the survey as to the name of the owner, as it still identifies the owner as Safe Harbor Marina, LLC. Safe Harbor Marina, LLC conveyed the property to Safe Harbour Properties, LLC on January 13, 2007 by Special Warranty Deed recorded in the Official Records of Monroe County, Florida Book 2285 Page 2091, a copy of which has already been provided to Monroe County.

Exhibit "A"

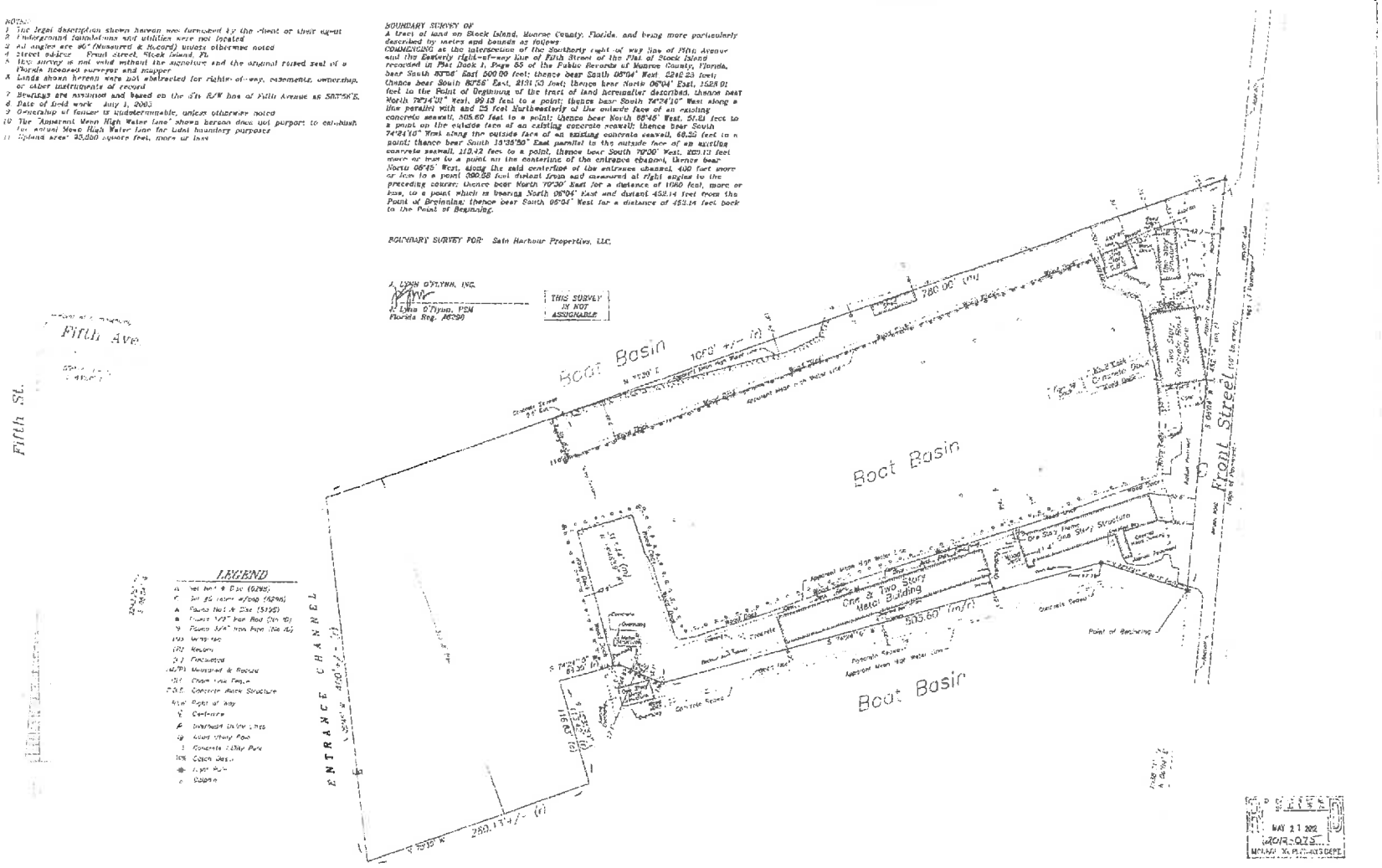
NOTES:
1. The legal description shown hereon was furnished by the client or their agent
2. Underground foundations and utilities were not located
3. All angles are 90° (Measured & Record) unless otherwise noted
4. Street address: Front street, Stock Island, FL
5. This survey is not valid without the signature and the original raised seal of a Florida licensed surveyor and mapper
6. Lands shown hereon were not abstracted for rights-of-way, easements, ownership, or other instruments of record
7. Bearings are assumed and based on the 5th R/W line of Fifth Avenue as S87°5'E.
8. Date of field work: July 1, 2005
9. Ownership of fences is undeterminable, unless otherwise noted
10. The "Approximate Mean High Water line" shown hereon does not purport to establish the actual Mean High Water line for land boundary purposes
11. Upland area: 95,000 square feet, more or less

BOUNDARY SURVEY OF
A tract of land on Stock Island, Monroe County, Florida, and being more particularly described by metes and bounds as follows:
COMMENCING at the intersection of the Southerly right-of-way line of Fifth Avenue and the Easterly right-of-way line of Fifth Street of the Plat of Stock Island recorded in Plat Book 1, Page 85 of the Public Records of Monroe County, Florida, bear South 87°56' East 600.00 feet; thence bear South 08°04' West 2242.23 feet; thence bear South 87°56' East, 2101.00 feet; thence bear North 08°04' East, 1526.91 feet to the Point of Beginning of the tract of land hereinafter described, thence bear North 74°24'10" West, 99.13 feet to a point; thence bear South 74°24'10" West along a line parallel with and 25 feet Northwesterly of the outside face of an existing concrete seawall, 505.60 feet to a point; thence bear North 88°46' West, 51.61 feet to a point on the outside face of an existing concrete seawall; thence bear South 74°24'10" West along the outside face of an existing concrete seawall, 68.25 feet to a point; thence bear South 19°35'50" East parallel to the outside face of an existing concrete seawall, 113.42 feet to a point, thence bear South 70°30' West, 220.13 feet more or less to a point on the centerline of the entrance channel, thence bear North 06°45' West, along the said centerline of the entrance channel, 400 feet more or less to a point 280.88 feet distant from said measured at right angles to the preceding course; thence bear North 70°30' East for a distance of 1080 feet, more or less, to a point which is bearing North 08°04' East and distant 452.14 feet from the Point of Beginning; thence bear South 08°04' West for a distance of 453.14 feet back to the Point of Beginning.

BOUNDARY SURVEY FOR: Safe Harbour Properties, LLC.

J. LYNN O'FLYNN, INC.
J. Lynn O'Flynn, PSM
Florida Reg. #6290

THIS SURVEY IS NOT ASSIGNABLE



LEGEND
- Set Nail & Disc (LB2905)
- Set PK (Set w/Cap (LB2905))
- Found Nail & Disc (5372)
- Found 1/2" Iron Rod (No ID)
- Found 3/4" Iron Pipe (No ID)
- Water Line
- Meter
- Fire Hydrant
- Wooden & Metal
- Chain Link Fence
- Concrete Dock Structure
- Right of Way
- Centerline
- Overhead Utility Lines
- Light Utility Pole
- Concrete Utility Pole
- Catch Basin
- Light Pole
- Column

SHEET: 1 OF: 1

REVISIONS: 1 - 7-12-12 Added Mean High Water Line

DRAWN BY: JMF CHECKED BY: JLO DATE: 7-12-05

Boundary Survey Map of:
SAFE HARBOR MARINA, LLC
6810 Front Street, Stock Island, Florida

J. LYNN O'FLYNN, Inc.
Professional Surveyor & Mapper
LB# 2905
3436 Duck Avenue, Key West, FL 33040
(305) 296-7422 Fax (305) 296-2244

Not valid without the signature and original raised seal of a Florida licensed Surveyor and Mapper

Prepared by and return to:
Chelsea C. Vanadia
Attorney at Law
Smith Hawks, PL
138 Simonton Street
Key West, FL 33040
305-296-7227

Survey Affidavit

No Boundary Changes

BEFORE ME, the undersigned authority, duly authorized to take acknowledgments and administer oaths, personal appeared Dorothy A. Guy, as Manager of Bama One, LLC, a Florida limited liability company ("Affiant"), who deposes and says under penalties of perjury that:

1. This affidavit is made with regard to the property located at Vacant Land, Stock Island, FL; Parcel ID: 00123570-000000; Alternate Key: 1157686.

2. Affiant is the Manager of Bama One, LLC, a Florida limited liability company, the owner of the real property described under item 1 above ("Property").

3. Affiant is familiar with the Property.

4. Affiant has reviewed the survey and legal description of the Property prepared by J. Lynn O'Flynn, Inc., dated May 7, 2012 ("Survey") attached as Exhibit "A," as previously filed with Monroe County, file # 2012-075.

5. There has been no change in the location of the boundary lines of the Property since the Survey.

6. This affidavit is made to connection with that certain LUD Map Amendment Application filed with Monroe County Florida, bearing the File #2019-062 commonly known as the Safe Harbor Overlay District.

Bama One, LLC, a Florida limited liability company

By: _____
Dorothy A. Guy, Manager

State of Florida
County of Monroe

The foregoing instrument was sworn to and subscribed before me this 25th day of June, 2019 by Dorothy A. Guy, Manager of Bama One, LLC, a Florida limited liability company. She [✓] is personally known to me or [_] has produced a driver's license as identification.

[Notary Seal]

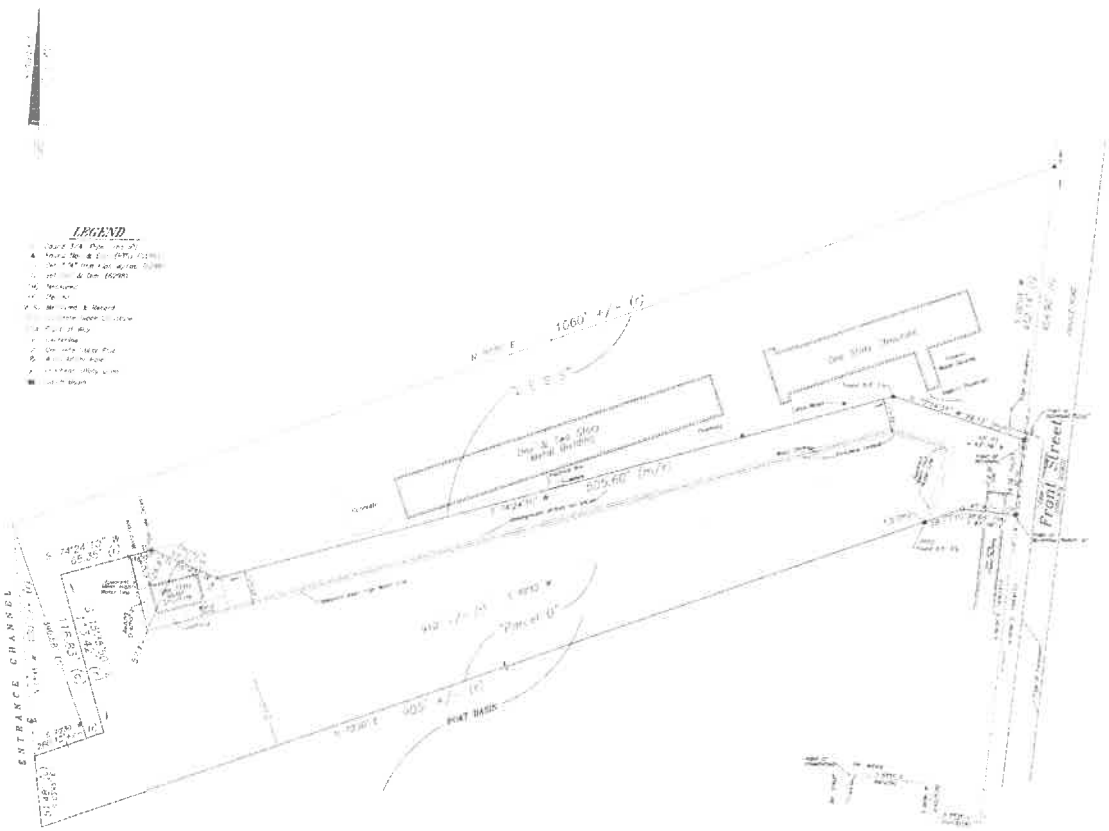
BRITNEY B. ALAYON
MY COMMISSION # FF 995885
EXPIRES: August 22, 2020
Bonded Thru Notary Public Underwriters

Notary Public

Printed Name: Britney Alayon

My Commission Expires: 8/22/20

Exhibit "A"



NOTES:
1. The legal description shown hereon was furnished by the client or their agent.
2. Underground foundations and utilities were not located.
3. All angles are 90° (Measured & Record) unless otherwise noted.
4. Street address: Front Street, Stock Island, FL
5. This survey is not valid without the signature and the original raised seal of a Florida licensed surveyor and mapper.
6. Lands shown hereon were not abstracted for rights-of-way, easements, ownership, or other instruments of record.
7. Bearings are assumed and based on the S'ly R/W line of Fifth Avenue as S83°56'E
8. Date of field work: July 1, 2005.
9. Ownership of fences is undeterminable, unless otherwise noted.
10. The "Apparent Mean High Water line" shown hereon does not purport to establish the actual Mean High Water line for tidal boundary purposes.
11. Upland area: 18,870 square feet, more or less.

BOUNDARY SURVEY OF
A tract of land on Stock Island, Monroe County, Florida, and being more particularly described by metes and bounds as follows:
COMMENCING at the intersection of the Southerly right-of-way line of Fifth Avenue and the Easterly right-of-way line of Fifth Street of the Plat of Stock Island, recorded in Plat Book 1, Page 55 of the Public Records of Monroe County, Florida, bear South 83°56' East 500.00 feet; thence bear South 06°04' West, 2242.25 feet, thence bear South 83°56' East, 2131.53 feet; thence bear North 06°04' East, 1524.15 feet to the Point of Beginning of the tract of land hereinafter described, from said Point of Beginning bear North 83°56' West for a distance of 50.00 feet to a point, thence bear South 70°30' West for a distance of 910 feet, more or less, to the centerline of the Entrance Channel, thence bear North 05°45' West along the centerline of said Entrance Channel for a distance of 400 feet, more or less, to a point which is 300.58 feet measured at right angles to the preceding course, thence bear North 70°30' East for a distance of 1,060 feet, more or less, to a point which is bearing North 06°04' East from the Point of Beginning, thence bear South 06°04' West for a distance of 456.90 feet back to the Point of Beginning

LESS AND EXCEPT THE FOLLOWING:

A tract of land on Stock Island, Monroe County, Florida, and being more particularly described by metes and bounds as follows:
COMMENCING at the intersection of the Southerly right-of-way line of Fifth Avenue and the Easterly right of way line of Fifth Street of the Plat of Stock Island, recorded in Plat Book 1, Page 55 of the Public Records of Monroe County, Florida, bear South 83°56' East 500.00 feet, thence bear South 06°04' West, 2242.25 feet; thence bear South 83°56' East, 2131.53 feet; thence bear North 06°04' East, 1526.81 feet to the Point of Beginning of the tract of land hereinafter described; thence bear North 70°14'31" West, 90.13 feet to a point, thence bear South 74°24'10" West along a line parallel with and 25 feet Northwesterly of the outside face of an existing concrete seawall, 505.60 feet to a point, thence bear North 68°45' West, 51.21 feet to a point on the outside face of an existing concrete seawall, thence bear South 74°24'10" West along the outside face of an existing concrete seawall, 68.35 feet to a point, thence bear South 16°35'50" East parallel to the outside face of an existing concrete seawall, 113.42 feet to a point; thence bear South 70°30' West, 280.13 feet more or less to a point on the centerline of the entrance channel thence bear North 05°45' West, along the said centerline of the entrance channel, 400 feet more or less to a point 300.58 feet distant from and measured at right angles to the preceding course; thence bear North 70°30' East for a distance of 1060 feet more or less, to a point which is bearing North 06°04' East and distant 452.14 feet from the Point of Beginning, thence bear South 06°04' West for a distance of 152.14 feet back to the Point of Beginning

PARCEL D
A strip of land and water on a part of Stock Island, Monroe County, Florida, and being more particularly described by metes and bounds as follows: COMMENCING at the intersection of the Southerly right of-way line of Fifth Avenue and the Easterly right-of-way line of Fifth Street of the Plat of Stock Island, recorded in Plat Book 1, Page 55 of the Public Records of Monroe County, Florida, bear South 83°56' East 500.00 feet; thence bear South 06°04' West, 2242.25 feet; thence bear South 83°56' East, 2131.53 feet; thence bear North 06°04' East, 1,474.15 feet to the Point of Beginning of the strip of land and water hereinafter described, from said Point of Beginning, continue bearing North 06°04' East 30 feet; thence bear North 83°56' West, 50 feet; thence bear South 70°30' West, 910 feet, more or less, to a point on the centerline of an Entrance Channel; thence bear South 05°45' East along said centerline to a point which is 50 feet, measured at right angles to the preceding course, thence bear North 70°30' East, 905 feet, more or less, to a point which is bearing North 83°56' West from the Point of Beginning, thence bear South 83°56' East, 45 feet, more or less, back to the Point of Beginning

BOUNDARY SURVEY FOR: Bama One, LLC.

J. LYNN O'FLYNN, INC.
J. Lynn O'Flynn, PSM
Florida Reg. #6298

THIS SURVEY is NOT ASSIGNABLE

RECEIVED
MAY 21 2012
2012-075
PLANNING DEPT.

SHEET 1 OF 1

DATE

REVISIONS:
1. Thursday, July 21, 2005

DRAWN BY: MTD
CHECKED BY: JLO
DATE: 7/21/05

Boundary Survey Map of
BAMA ONE LLC
Stock Island, Monroe County, FL

J. LYNN O'FLYNN, Inc.
Professional Surveyor & Mapper
PSM #6298
3530 Duck Ave., Key West, FL 33040
(305) 294-7842 FAX (305) 296-2242

Not valid without the signature and the original raised seal of a Florida Licensed Surveyor and Mapper

Prepared by and return to:
Chelsea C. Vanadia
Attorney at Law
Smith Hawks, PL
138 Simonton Street
Key West, FL 33040
305-296-7227

Survey Affidavit

No Boundary Changes

BEFORE ME, the undersigned authority, duly authorized to take acknowledgments and administer oaths, personally appeared Roger M. Bernstein, as Co-Trustee of the Benjamin Bernstein Residuary Trust B u/t/w ("Affiant"), who deposes and says under penalties of perjury that:

1. This affidavit is made with regard to the following described property:

   See attached Exhibit "A"

2. Affiant is the Co-Trustee of the Benjamin Bernstein Residuary Trust B u/t/w, the owner of the real property described under item 1 above ("Property").

3. Affiant is familiar with the Property.

4. Affiant has reviewed the survey and legal description of the Property prepared by Reece & White Land Surveying, Inc., dated July 29, 2014 ("Survey") attached as Exhibit "B". Such survey was previously submitted and approved with that Development Agreement approved by Monroe County Board of County Commissions Resolution No. 155-2015, recorded in Monroe County Official Records Book 2756, Page 1023.

5. There has been no change in the location of the boundary lines of the Property since the Survey.

6. This affidavit is made to connection with that certain LUD Map Amendment Application filed with Monroe County Florida, bearing the File #2019-062 commonly known as the Safe Harbor Overlay District.

Benjamin Bernstein Residuary Trust B u/t/w

By: _____
Roger M. Bernstein, Co-Trustee

State of Florida
County of Miami-Dade

The foregoing instrument was sworn to and subscribed before me this 11th day of July, 2019 by Roger M. Bernstein, Co-Trustee of the Benjamin Bernstein Residuary Trust B u/t/w. He [ ] is personally known to me or [✓] has produced a driver's license as identification.

[Notary Seal]

Jeannine N. Rodriguez
COMMISSION # GG037756
EXPIRES: Oct. 22, 2020
Bonded Thru Aaron Notary

Notary Public
Printed Name: Jeannine Rodriguez

My Commission Expires: 10/22/2020

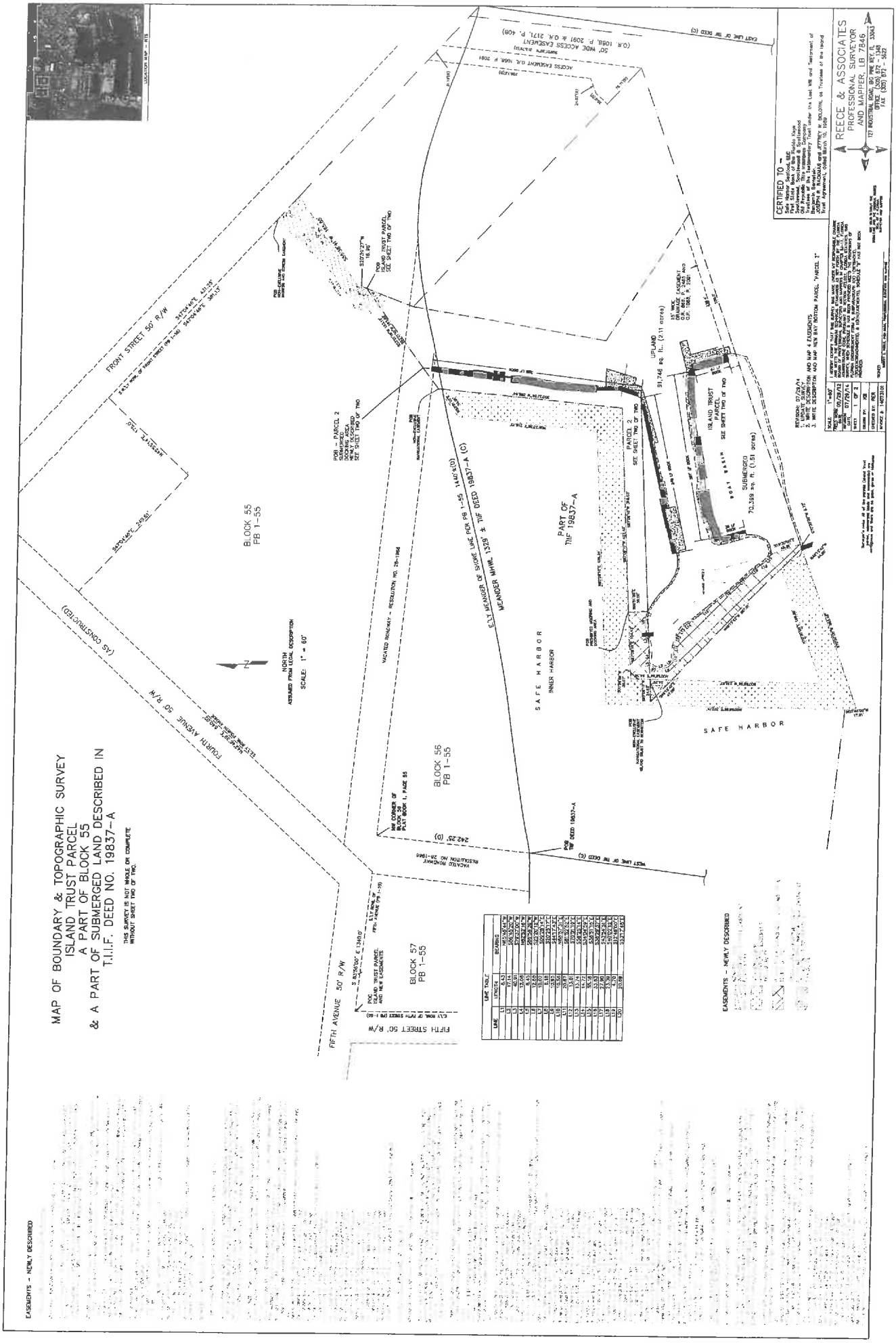
00157928 - v2

Exhibit "A"

Parcel ID: 00123770-000000
Physical Address: Vacant Lot, Stock Island
Alternate Key: 1157911

Parcel ID: 00127250-000000
Physical Address: 5700 4th Avenue, Stock Island
Alternate Key: 1161462

Exhibit "B"

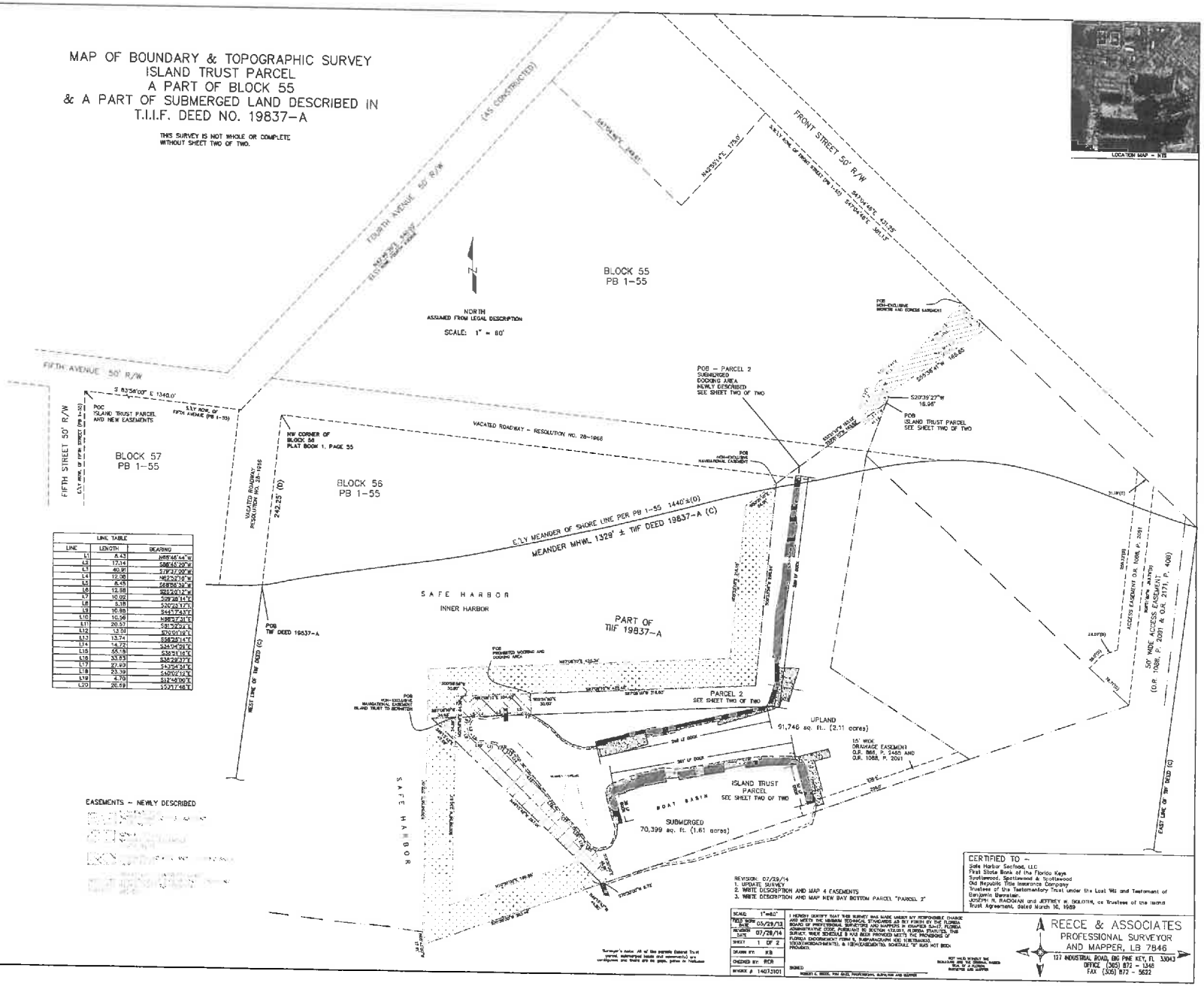

MAP OF BOUNDARY & TOPOGRAPHIC SURVEY
ISLAND TRUST PARCEL
A PART OF BLOCK 55
& A PART OF SUBMERGED LAND DESCRIBED IN
T.I.I.F. DEED NO. 19837-A
THIS SURVEY IS NOT VALID OR COMPLETE WITHOUT SHEET TWO OF TWO.
REECE & ASSOCIATES
PROFESSIONAL SURVEYOR AND MAPPER, LB 7846
CERTIFIED TO
FRONT STREET 50' R/W
FOURTH AVENUE 50' R/W
FIFTH AVENUE 50' R/W
FIFTH STREET 50' R/W
BLOCK 55 PB 1-55
BLOCK 56 PB 1-55
BLOCK 57 PB 1-55
PART OF TIIF 19837-A
SAFE HARBOR
INNER HARBOR
ISLAND TRUST PARCEL
SEE SHEET TWO OF TWO
UPLAND 91,746 sq. ft. (2.11 acres)
SUBMERGED 70,389 sq. ft. (1.61 acres)
NORTH
ASSUMED FROM LEGAL DESCRIPTION
SCALE: 1" = 60'
EASEMENTS - NEWLY DESCRIBED

EASEMENTS – NEWLY DESCRIBED

MAP OF BOUNDARY & TOPOGRAPHIC SURVEY
ISLAND TRUST PARCEL
A PART OF BLOCK 55
& A PART OF SUBMERGED LAND DESCRIBED IN T.I.I.F. DEED NO. 19837–A

THIS SURVEY IS NOT WHOLE OR COMPLETE WITHOUT SHEET TWO OF TWO.

LOCATION MAP – N.T.S.



LINE TABLE		
LINE	LENGTH	BEARING
L1	8.43	N89°46'44"W
L2	17.14	S88°45'20"W
L3	40.91	S79°37'00"W
L4	12.08	N62°52'10"W
L5	8.45	S68°58'30"W
L6	12.98	S82°50'12"W
L7	10.02	S09°30'11"E
L8	5.18	S20°29'17"E
L9	16.86	S44°17'43"E
L10	10.56	N88°57'31"E
L11	20.57	S81°52'51"E
L12	12.01	S29°01'10"E
L13	13.74	S58°25'14"E
L14	14.73	S34°04'26"E
L15	55.18	S38°51'16"E
L16	33.83	S36°29'37"E
L17	27.49	S43°54'31"E
L18	23.39	S40°02'12"E
L19	4.70	S12°40'00"E
L20	20.59	S50°17'48"E

EASEMENTS – NEWLY DESCRIBED

REVISION: 07/29/14
1. UPDATE SURVEY
2. WRITE DESCRIPTION AND MAP 4 EASEMENTS
3. WRITE DESCRIPTION AND MAP NEW BAY BOTTOM PARCEL "PARCEL 2"

SCALE	1"=60'
FIELD WORK DATE	05/29/13
REVISION DATE	07/29/14
SHEET	1 OF 2
DRAWN BY:	KB
CHECKED BY:	RCR
REVISION #	14073101

I HEREBY CERTIFY THAT THIS SURVEY WAS MADE UNDER MY RESPONSIBLE CHARGE AND MEETS THE MINIMUM TECHNICAL STANDARDS AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 61G17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES. THIS SURVEY, WHICH EXCEEDS 2.5 ft WAS BEEN PROVEN TO MEET THE PROVISIONS OF FLORIDA ENDORSEMENT(S) FOR: SUBMARGINAL(N) ICE NORTHWARD, 10(3)(F)(MEDIAN-BEARING), & F(3)(EASEMENTS). SCHEDULE "B" WAS NOT SEEN PROVIDED.

SIGNED
ROBERT C. REECE, PSM #4211, PROFESSIONAL SURVEYOR AND MAPPER

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER

Surveyor's notice: All of the parcels (lateral, submerged lands and easements) are contiguous and there are no gaps, gores or hiatuses

CERTIFIED TO –
Safe Harbor Seafood, LLC
First State Bank of the Florida Keys
Spottswood, Spottswood & Spottswood
Old Republic Title Insurance Company
Trustees of the Testamentary Trust under the Last Will and Testament of Benjamin Bernstein,
JOSEPH R. RADOMAN and JEFFREY W. SKLOTTIN, as Trustees of the Island Trust Agreement, dated March 10, 1989

REECE & ASSOCIATES
PROFESSIONAL SURVEYOR AND MAPPER, LB 7846
127 INDUSTRIAL ROAD, BIG PINE KEY, FL 33043
OFFICE (305) 872 – 1348
FAX (305) 872 – 5632

Prepared by and return to:
Chelsea C. Vanadia
Attorney at Law
Smith Hawks, PL
138 Simonton Street
Key West, FL 33040
305-296-7227

Survey Affidavit

No Boundary Changes

BEFORE ME, the undersigned authority, duly authorized to take acknowledgments and administer oaths, personally appeared Roger M. Bernstein, as Co-Trustee of the Benjamin Bernstein Trust B ("Affiant"), who deposes and says under penalties of perjury that:

1. This affidavit is made with regard to the following described property:

   See attached Exhibit "A"

2. Affiant is the Co-Trustee of the Benjamin Bernstein Trust B, the owner of the real property described under item 1 above ("Property").

3. Affiant is familiar with the Property.

4. Affiant has reviewed the survey and legal description of the Property prepared by Reece & White Land Surveying, Inc., dated July 29, 2014 ("Survey") attached as Exhibit "B". Such survey was previously submitted and approved with that Development Agreement approved by Monroe County Board of County Commissions Resolution No. 155-2015, recorded in Monroe County Official Records Book 2756, Page 1023.

5. There has been no change in the location of the boundary lines of the Property since the Survey.

6. This affidavit is made to connection with that certain LUD Map Amendment Application filed with Monroe County Florida, bearing the File #2019-062 commonly known as the Safe Harbor Overlay District.

Benjamin Bernstein Trust B

By: _____
Roger M. Bernstein, Co-Trustee

State of Florida
County of Miami-Dade

The foregoing instrument was sworn to and subscribed before me this 11th day of July, 2019 by Roger M. Bernstein, Co-Trustee of the Benjamin Bernstein Trust B . He [ ] is personally known to me or [✓] has produced a driver's license as identification.

[Notary Seal]

Jeannine N. Rodriguez
COMMISSION # GG037756
EXPIRES: Oct. 22, 2020
Bonded Thru Aaron Notary

_____
Notary Public

Printed Name: Jeannine Rodriguez

My Commission Expires: 10/22/2020

Exhibit "A"

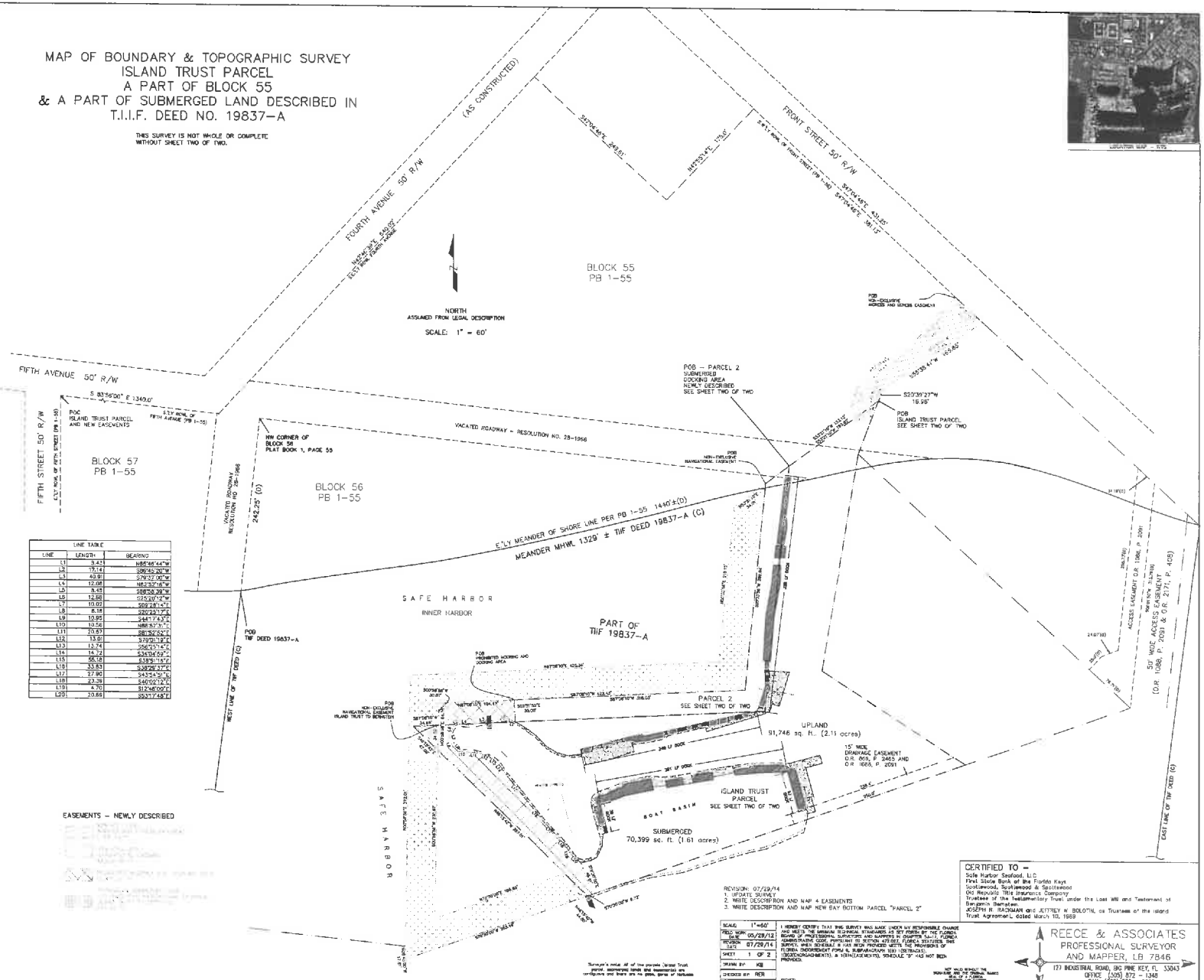
Parcel ID: 00127280-000000
Physical Address: 6460 Front Street, Stock Island
Alternate Key: 1161497

Parcel ID: 00127290-000000
Physical Address: Vacant Land, Stock Island
Alternate Key: 1161501

EASEMENTS – NEWLY DESCRIBED

MAP OF BOUNDARY & TOPOGRAPHIC SURVEY
ISLAND TRUST PARCEL
A PART OF BLOCK 55
& A PART OF SUBMERGED LAND DESCRIBED IN T.I.I.F. DEED NO. 19837–A

THIS SURVEY IS NOT WHOLE OR COMPLETE WITHOUT SHEET TWO OF TWO.



LINE TABLE		
LINE	LENGTH	BEARING
L1	9.43	N85°26'44"W
L2	17.14	S86°45'20"W
L3	40.91	S79°37'00"W
L4	12.08	N82°52'16"W
L5	9.45	S88°58'39"W
L6	12.88	S25°20'12"W
L7	10.02	S09°28'14"E
L8	8.18	S80°29'17"E
L9	10.95	S44°17'43"E
L10	10.56	N88°37'31"E
L11	20.67	S81°32'52"E
L12	13.01	S79°06'19"E
L13	12.74	S56°57'14"E
L14	14.72	S34°04'59"E
L15	56.18	S38°51'16"E
L16	23.83	S38°06'37"E
L17	27.90	S43°54'51"E
L18	23.39	S40°02'12"E
L19	4.70	S12°46'00"E
L20	20.66	S53°37'48"E

EASEMENTS – NEWLY DESCRIBED

REVISION: 07/29/14
1. UPDATE SURVEY
2. WRITE DESCRIPTION AND MAP 4 EASEMENTS
3. WRITE DESCRIPTION AND MAP NEW BAY BOTTOM PARCEL "PARCEL 2"

SCALE	1"=60'
FIELD WORK DATE	05/29/12
REVISION DATE	07/29/14
SHEET	1 OF 2
DRAWN BY	KB
CHECKED BY	RER
INVOICE #	14073101

I HEREBY CERTIFY THAT THIS SURVEY WAS MADE UNDER MY RESPONSIBLE CHARGE AND MEETS THE MINIMUM TECHNICAL STANDARDS AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES. THIS SURVEY, WHICH SCHEDULE B (AS RECEIVED) WITH THE PROVISIONS OF FLORIDA ENDORSEMENT FORM 9, SUBPARAGRAPH 10(b) (SETBACKS) (RESTRICTIONS/EASEMENTS), & 10(h)(EASEMENTS), SCHEDULE "B" HAS NOT BEEN PROVIDED.

SIGNED:
ROBERT L. REECE, PSM 5638, PROFESSIONAL SURVEYOR AND MAPPER

NOT VALID WITHOUT THE RAISED SEAL OF THE FLORIDA SURVEYOR AND MAPPER

Surveyor's notes: All of the parcels (Island Trust parcel, submerged lands and easements) are contiguous and there are no gaps, gores or hiatuses

CERTIFIED TO –
Safe Harbor Seafood, LLC
First State Bank of the Florida Keys
Scottswood, Spottswood & Spottswood
Old Republic Title Insurance Company
Trustees of the Testamentary Trust under the Last Will and Testament of Benjamin Bernstein
JOSEPH R. RACKMAN and JEFFREY W. BOLOTIN, as Trustees of the Island Trust Agreement, dated March 10, 1969

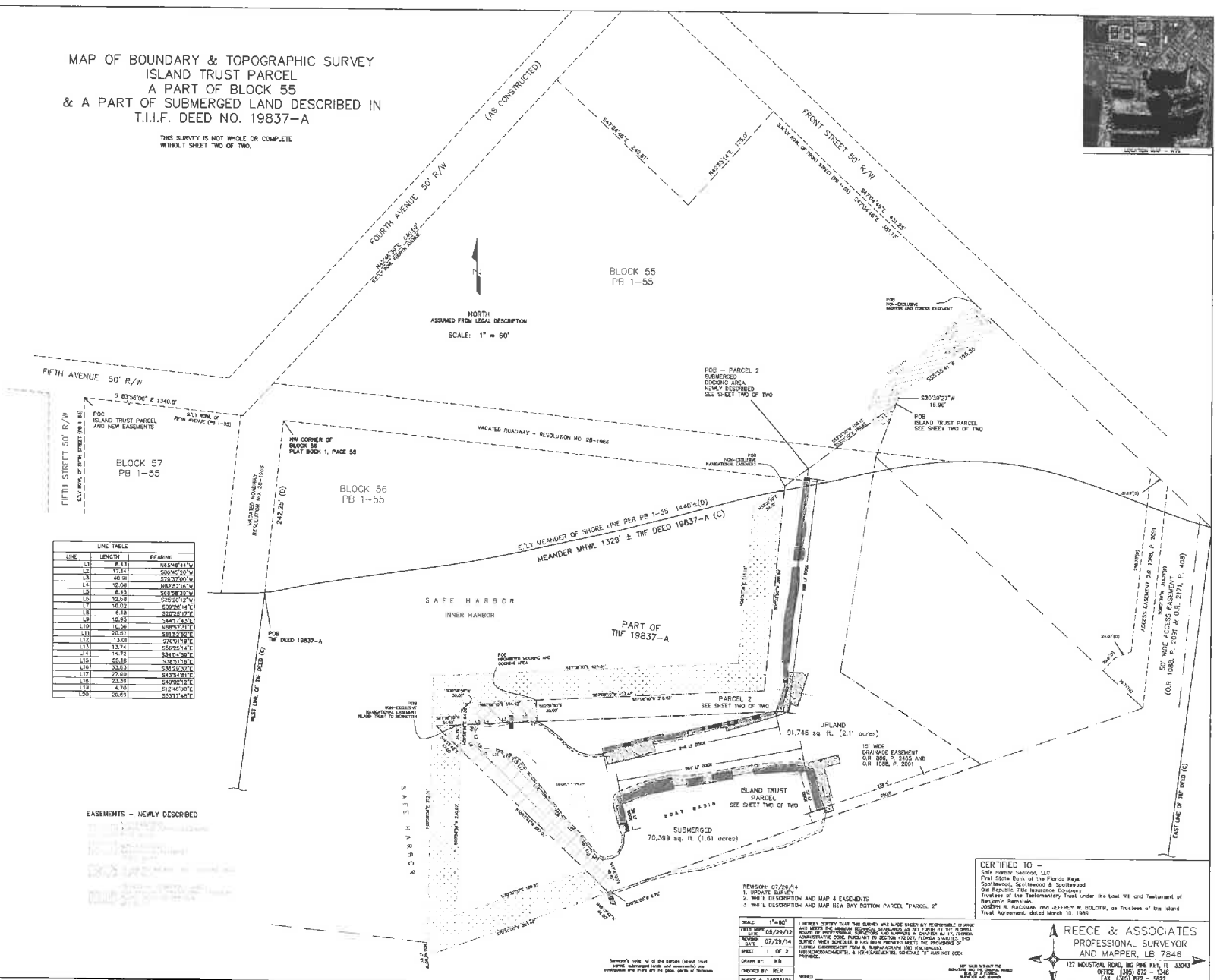
REECE & ASSOCIATES
PROFESSIONAL SURVEYOR
AND MAPPER, LB 7846
171 INDUSTRIAL ROAD, BIG PINE KEY, FL. 33043
OFFICE (305) 872 – 1348
FAX (305) 872 – 5622

Exhibit "B"

EASEMENTS – NEWLY DESCRIBED

MAP OF BOUNDARY & TOPOGRAPHIC SURVEY
ISLAND TRUST PARCEL
A PART OF BLOCK 55
& A PART OF SUBMERGED LAND DESCRIBED IN T.I.I.F. DEED NO. 19837–A

THIS SURVEY IS NOT WHOLE OR COMPLETE WITHOUT SHEET TWO OF TWO.



LINE TABLE		
LINE	LENGTH	BEARING
L1	8.43	N65°48'44"W
L2	17.14	S80°45'50"W
L3	40.91	S72°37'00"W
L4	12.08	N82°52'16"W
L5	8.45	S65°58'35"W
L6	12.68	S25°20'12"W
L7	10.02	S09°26'14"E
L8	6.18	S22°25'17"E
L9	10.95	S44°17'43"E
L10	10.56	N88°57'31"E
L11	20.57	S81°23'02"E
L12	13.01	S70°01'19"E
L13	13.74	S56°25'14"E
L14	14.72	S34°04'39"E
L15	55.16	S38°51'16"E
L16	33.63	S36°32'07"E
L17	27.60	S43°34'21"E
L18	23.39	S40°02'12"E
L19	4.70	S12°40'46"E
L20	20.65	S53°17'46"E

EASEMENTS – NEWLY DESCRIBED

REVISION: 07/29/14
1. UPDATE SURVEY
2. WRITE DESCRIPTION AND MAP 4 EASEMENTS
3. WRITE DESCRIPTION AND MAP NEW BAY BOTTOM PARCEL "PARCEL 2"

SCALE	1"=60'
FIELD WORK DATE	08/29/12
REVISION DATE	07/29/14
SHEET	1 OF 2
DRAWN BY:	KB
CHECKED BY:	RER
INVOICE #	14073101

I HEREBY CERTIFY THAT THIS SURVEY WAS MADE UNDER MY RESPONSIBLE CHARGE AND MEETS THE MINIMUM TECHNICAL STANDARDS AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES. THIS SURVEY, WITH SCHEDULE B HAS BEEN PREPARED MEETS THE PROVISIONS OF FLORIDA CHECKERSHEET FORM 9, PARAGRAPH 10(b) (EXCEPTIONS), 10(d)(ENCROACHMENTS), & 10(h)(EASEMENTS), SCHEDULE "B" AND NOT BEEN PROVIDED.

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA SURVEYOR AND MAPPER

SIGNED
ROBERT C. REECE, PSM #4122, PROFESSIONAL SURVEYOR AND MAPPER

Surveyor's note: All of the sample Island Trust parcel, submerged lands and easement(s) are configuration and shape are for plan, gates or fences

CERTIFIED TO –
Safe Harbor Seafood, LLC
First State Bank of the Florida Keys
Spottswood, Spottswood & Spottswood
Old Republic Title Insurance Company
Trustees of the Testamentary Trust under the Last Will and Testament of Benjamin Samalan.
JOSEPH R. RAGONAN and JEFFREY W. BOLOTIN, as Trustees of the Island Trust Agreement, dated March 10, 1989

REECE & ASSOCIATES
PROFESSIONAL SURVEYOR
AND MAPPER, LB 7846
127 INDUSTRIAL ROAD, BIG PINE KEY, FL 33043
OFFICE (305) 872 – 1348
FAX (305) 872 – 5622

Prepared by and return to:
Chelsea C. Vanadia
Attorney at Law
Smith Hawks, PL
138 Simonton Street
Key West, FL 33040
305-296-7227

Survey Affidavit

No Boundary Changes

BEFORE ME, the undersigned authority, duly authorized to take acknowledgments and administer oaths, personally appeared Roger M. Bernstein, as Co-Trustee of the Benjamin Bernstein Trust B ("Affiant"), who deposes and says under penalties of perjury that:

1. This affidavit is made with regard to the property located at 5550 5th Avenue, Stock Island; Parcel ID: 00127380-000000; Alternate Key: 1161594

2. Affiant is the Co-Trustee of the Benjamin Bernstein Trust B, the owner of the real property described under item 1 above ("Property").

3. Affiant is familiar with the Property.

4. Affiant has reviewed the survey and legal description of the Property prepared by Reece & White Land Surveying, Inc., dated July 29, 2014 ("Survey") attached as Exhibit "A". Such survey was previously submitted and approved with that Development Agreement approved by Monroe County Board of County Commissions Resolution No. 155-2015, recorded in Monroe County Official Records Book 2756, Page 1023.

5. There has been no change in the location of the boundary lines of the Property since the Survey.

6. This affidavit is made to connection with that certain LUD Map Amendment Application filed with Monroe County Florida, bearing the File #2019-062 commonly known as the Safe Harbor Overlay District.

Benjamin Bernstein Trust B

By: _____
Roger M. Bernstein, Co-Trustee

State of Florida
County of Miami-Dade

The foregoing instrument was sworn to and subscribed before me this 11th day of July, 2019 by Roger M. Bernstein, Co-Trustee of the Benjamin Bernstein Trust B . He [ ] is personally known to me or [✓] has produced a driver's license as identification.

[Notary Seal]

Jeannine N. Rodriguez
COMMISSION # GG037756
EXPIRES: Oct. 22, 2020
Bonded Thru Aaron Notary

_____
Notary Public

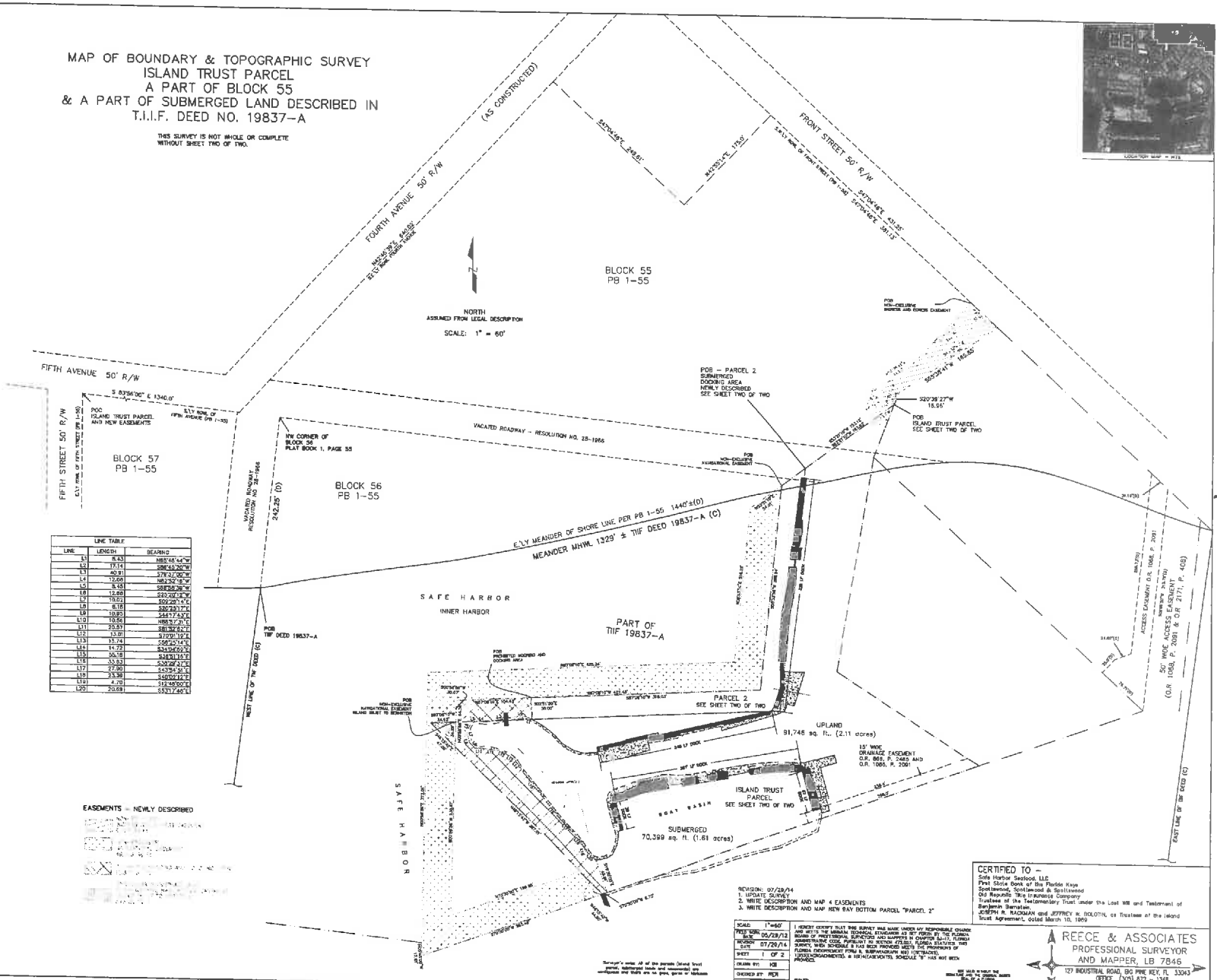
Printed Name: Jeannine Rodriguez

My Commission Expires: 10/22/2020

EASEMENTS – NEWLY DESCRIBED

MAP OF BOUNDARY & TOPOGRAPHIC SURVEY
ISLAND TRUST PARCEL
A PART OF BLOCK 55
& A PART OF SUBMERGED LAND DESCRIBED IN T.I.I.F. DEED NO. 19837–A

THIS SURVEY IS NOT WHOLE OR COMPLETE WITHOUT SHEET TWO OF TWO.



LINE TABLE		
LINE	LENGTH	BEARING
L1	8.43	N85°48'44"W
L2	17.14	S86°42'20"W
L3	40.91	S76°37'00"W
L4	12.66	N82°32'18"W
L5	8.48	S88°36'36"W
L6	12.88	S20°00'13"W
L7	19.02	S00°28'14"E
L8	8.18	S30°33'17"E
L9	10.93	S44°17'43"E
L10	10.56	N88°57'31"E
L11	20.57	S81°32'62"E
L12	13.81	S70°01'19"E
L13	15.74	S56°25'14"E
L14	14.72	S43°26'00"E
L15	35.18	S38°31'15"E
L16	33.53	S30°28'37"E
L17	27.90	S43°54'51"E
L18	23.38	S40°02'12"E
L19	4.70	S12°45'00"E
L20	20.68	S53°17'46"E

EASEMENTS – NEWLY DESCRIBED

REVISION: 07/29/14
1. UPDATE SURVEY
2. WRITE DESCRIPTION AND MAP 4 EASEMENTS
3. WRITE DESCRIPTION AND MAP NEW BAY BOTTOM PARCEL "PARCEL 2"

SCALE	1"=60'
FIELD WORK DATE	05/29/12
REVISION DATE	07/29/14
SHEET	1 OF 2
DRAWN BY:	KB
CHECKED BY:	PER
INVOICE #	14073101

Surveyor's notes: All of the parcels (Island Trust parcel, submerged lands and easements) are contiguous and there are no gaps, gores or overlaps.

I HEREBY CERTIFY THAT THIS SURVEY WAS MADE UNDER MY RESPONSIBLE CHARGE AND MEETS THE MINIMUM TECHNICAL STANDARDS AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES. THIS SURVEY AND SCHEDULE B FILE NUMBER PROVIDED MEETS THE PROVISIONS OF FLORIDA DEPARTMENT FORM B, SUBPARAGRAPH 9(b) (SETBACKS) 1,2(EXCROACHMENTS), & 10(EASEMENTS), SCHEDULE "B" HAS NOT BEEN PROVIDED.

SEE SEAL IN RED AT THE SIGNATURE AND THE ORIGINAL EMBOSSED SEAL OF A FLORIDA SURVEYOR AND MAPPER

SIGNED
ROBERT E. REECE, PSM NAME PROFESSIONAL SURVEYOR AND MAPPER

CERTIFIED TO –
Safe Harbor Seafood, LLC
First State Bank of the Florida Keys
Spottswood, Spottswood & Spottswood
Old Republic Title Insurance Company
Trustees of the Testamentary Trust under the Last Will and Testament of Benjamin Barnatan,
JOSEPH R. RACKMAN and JEFFREY W. ROLOTIN, as Trustees of the Island Trust Agreement, dated March 10, 1969

REECE & ASSOCIATES
PROFESSIONAL SURVEYOR AND MAPPER, LB 7846
127 INDUSTRIAL ROAD, BIG PINE KEY, FL 33043
OFFICE (305) 872 – 1348
FAX (305) 872 – 5622

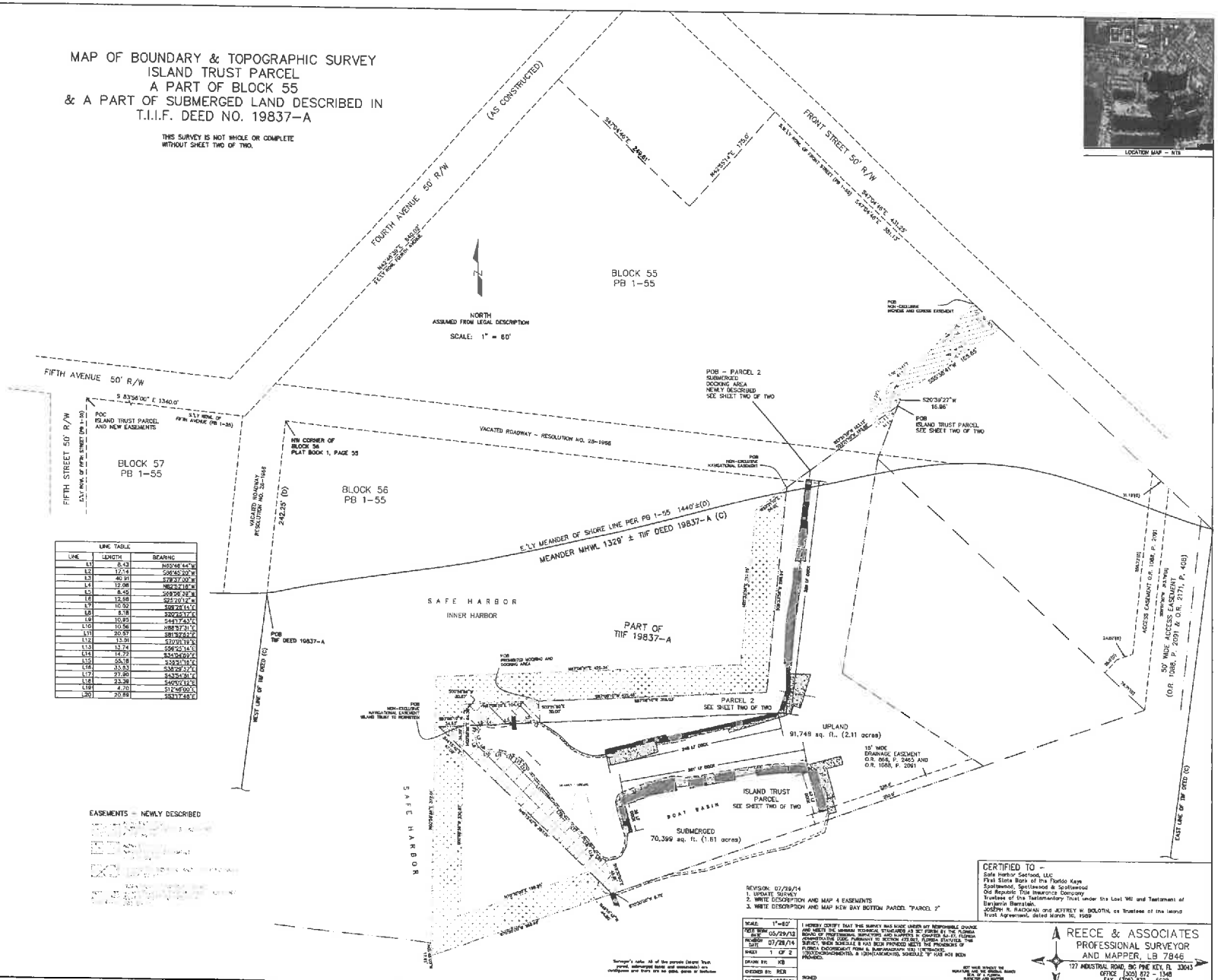
Exhibit "A"

EASEMENTS – NEWLY DESCRIBED

MAP OF BOUNDARY & TOPOGRAPHIC SURVEY
ISLAND TRUST PARCEL
A PART OF BLOCK 55
& A PART OF SUBMERGED LAND DESCRIBED IN T.I.I.F. DEED NO. 19837–A

THIS SURVEY IS NOT WHOLE OR COMPLETE WITHOUT SHEET TWO OF TWO.

LOCATION MAP – NTS



LINE TABLE		
LINE	LENGTH	BEARING
L1	8.43	N52°46'44"W
L2	17.14	S86°45'20"W
L3	40.91	S78°37'00"W
L4	12.08	N62°52'18"W
L5	8.45	S69°56'38"W
L6	12.68	S25°01'12"W
L7	10.92	S88°26'14"E
L8	8.18	S20°25'17"E
L9	10.85	S44°17'43"E
L10	10.56	N88°57'31"E
L11	20.57	S81°57'52"E
L12	13.91	S70°01'19"E
L13	13.74	S59°25'14"E
L14	14.72	S34°01'09"E
L15	55.18	S33°51'18"E
L16	35.83	S30°29'57"E
L17	27.80	S43°54'31"E
L18	23.39	S40°02'12"E
L19	4.70	S12°46'00"E
L20	20.88	S83°17'48"E

EASEMENTS – NEWLY DESCRIBED

REVISION: 07/28/14
1. UPDATE SURVEY
2. WRITE DESCRIPTION AND MAP 4 EASEMENTS
3. WRITE DESCRIPTION AND MAP NEW BAY BOTTOM PARCEL "PARCEL 2"

CERTIFIED TO –
Safe Harbor Seafood, LLC
First State Bank of the Florida Keys
Spottswood, Spottswood & Spottswood
Old Republic Title Insurance Company
Trustees of the Testamentary Trust under the Last Will and Testament of Benjamin Bernstein,
JOSEPH R. RADIGAN and JEFFREY W. BOLOTIN, as Trustees of the Island Trust Agreement, dated March 16, 1989

SCALE:	1"=60'
FIELD WORK DATE:	05/29/12
DRAWN DATE:	07/28/14
SHEET:	1 OF 2
DRAWN BY:	KB
CHECKED BY:	REA
INVOICE #:	14073101

I HEREBY CERTIFY THAT THIS SURVEY WAS MADE UNDER MY RESPONSIBLE CHARGE AND MEETS THE MINIMUM TECHNICAL STANDARDS AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 61G17-6, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES. THE SURVEY, UNDER SCHEDULE B HAS BEEN PROVIDED MEETS THE PROVISIONS OF FLORIDA ENCROACHMENT FORM A, SUBPARAGRAPH 1(b), 1(f)(ENCROACHMENTS), 1(h)(ENCROACHMENTS), & 1(m)(EASEMENTS), SCHEDULE "B" HAS NOT BEEN PROVIDED.

SIGNED
ROBERT E. REECE, PSM 5483, PROFESSIONAL SURVEYOR AND MAPPER

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA SURVEYOR AND MAPPER

Surveyor's note: All of the parcels (except Trust parcel, submerged lands and easements) are contiguous and there are no gaps, gores or exclusions

REECE & ASSOCIATES
PROFESSIONAL SURVEYOR
AND MAPPER, LB 7846
127 INDUSTRIAL ROAD, BIG PINE KEY, FL 33043
OFFICE (305) 872 – 1348
FAX (305) 872 – 5622

Prepared by and return to:
Chelsea C. Vanadia
Attorney at Law
Smith Hawks, PL
138 Simonton Street
Key West, FL 33040
305-296-7227

Survey Affidavit

No Boundary Changes

BEFORE ME, the undersigned authority, duly authorized to take acknowledgments and administer oaths, personally appeared Byron J. Colley, as Owner ("Affiant"), who deposes and says under penalties of perjury that:

1. This affidavit is made with regard to the property located at Vacant Lot, Stock Island, FL; Parcel ID: 00127280-000200; Alternate Key: 8592884.

2. Affiant is an Owner of the real property described under item 1 above along with his wife, Tonita A. Davis ("Property").

3. Affiant is familiar with the Property.

4. Affiant has reviewed the survey of the Property prepared by Norby & Associates, Inc., dated august 31, 2001 prepared for Tonita A. Davis ("Survey") attached as Exhibit "A".

5. There has been no change in the location of the boundary lines of the Property since the Survey.

6. This affidavit is made to connection with that certain LUD Map Amendment Application filed with Monroe County Florida, bearing the File #2019-062 commonly known as the Safe Harbor Overlay District.

By: _____
Byron J. Colley, Owner

State of Florida
County of Monroe

The foregoing instrument was sworn to and subscribed before me this 15th day of July, 2019 by Byron J. Colley, Owner. He [V] is personally known to me or [ ] has produced a driver's license as identification.

[Notary Seal]

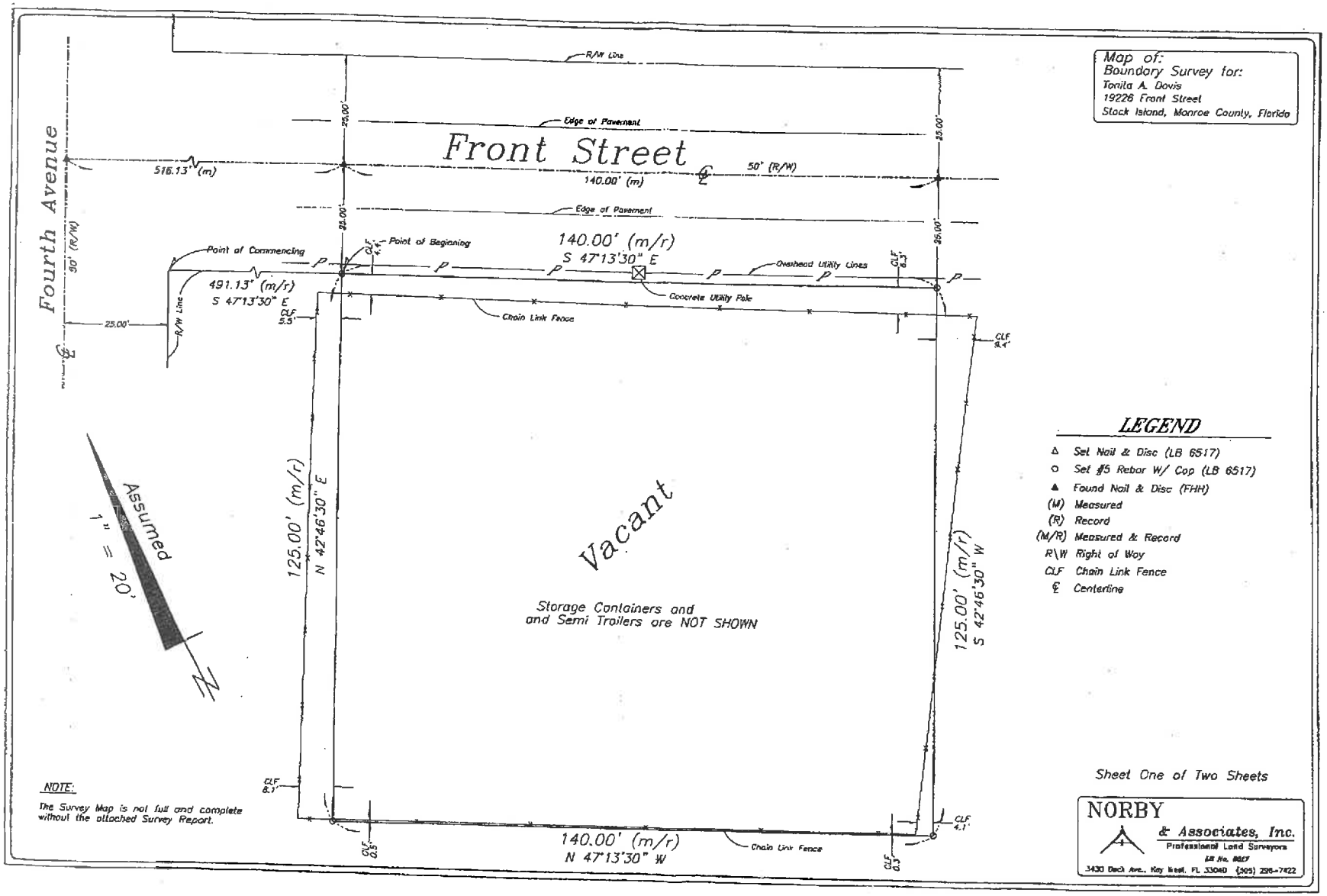
_____
Notary Public

Printed Name: Susan M. Cardenas

My Commission Expires: 10.23.2020

SUSAN M. CARDENAS
MY COMMISSION EXPIRES
OCTOBER 23, 2020
#GG 005449
Bonded thru
Notary Public Underwriters
NOTARY PUBLIC, STATE OF FLORIDA

Exhibit "A"


Map of:
Boundary Survey for:
Tonita A. Davis
19226 Front Street
Stock Island, Monroe County, Florida
Front Street
Fourth Avenue
R/W Line
Edge of Pavement
Edge of Pavement
516.13' (m)
140.00' (m)
50' (R/W)
90' (R/W)
25.00'
Point of Commencing
Point of Beginning
491.13' (m/r)
S 47°13'30" E
140.00' (m/r)
S 47°13'30" E
Overhead Utility Lines
Concrete Utility Pole
Chain Link Fence
CLF 5.5'
CLF 4.4'
CLF 5.3'
CLF 5.4'
Vacant
Storage Containers and
and Semi Trailers are NOT SHOWN
125.00' (m/r)
N 42°46'30" E
125.00' (m/r)
S 42°46'30" W
140.00' (m/r)
N 47°13'30" W
Chain Link Fence
CLF 8.1'
CLF 0.5
CLF 0.3
CLF 4.1'
Assumed
1" = 20'
N
LEGEND
Δ Set Nail & Disc (LB 6517)
o Set #5 Rebar W/ Cap (LB 6517)
▲ Found Nail & Disc (FHH)
(M) Measured
(R) Record
(M/R) Measured & Record
R\W Right of Way
CLF Chain Link Fence
℄ Centerline
NOTE:
The Survey Map is not full and complete without the attached Survey Report.
Sheet One of Two Sheets
NORBY
& Associates, Inc.
Professional Land Surveyors
LB No. 6517
3430 Dech Ave., Key West, FL 33040 (305) 296-7422

Report of:
Boundary Survey for:
Tonita A. Davis
19228 Front Street
Stock Island, Monroe County, Florida

NOTES:

1. The legal descriptions shown hereon was furnished by the client or their agent.
2. Underground foundations and utilities were not located.
3. All angles are 90° (Measured & Record) unless otherwise noted.
4. Street address: 19226 Front Street, Stock Island, FL.
5. This survey is not valid without the signature and the original raised seal of a Florida licensed surveyor and mapper.
6. Lands shown hereon were not abstracted for rights-of-way, easements, ownership, or other instruments of record.
7. Bearings are based on the centerline of Front Street, S 47°13'30"E.
8. Error of closure exceeds one part in 10,000.
9. Date of field work: August 29, 2001.
10. Adjoiners are not furnished.
11. This Survey Report is not full and complete without the attached Survey Map.

BOUNDARY SURVEY OF: A parcel of land located on Stock Island, Monroe County, Florida and known as part of Block 55, "MCDONALD'S PLAT OF STOCK ISLAND," according to the plat thereof, as recorded in Plat Book 1, Page 55 of the Public Records of Monroe County, Florida, and being more particularly described as follows:

COMMENCE at the intersection of the Southeasterly Right-of-Way line of Fourth Avenue and the Southwesterly Right-of-Way line of Front Street; thence S 47°13'30" E along the said Southwesterly Right-of-Way line of Front Street for 491.13 feet to the Point of Beginning; thence continue S 47°13'30" E for 140.00 feet; thence S 42° 46'30" W and leaving the said Southwesterly Right-of-Way line of Front Street for 125.00 feet; thence N 47°13'30" W for 140.00 feet; thence N 42°46'30" E for 125.00 feet to the said Southwesterly Right-of-Way line of Front Street and the Point of Beginning.

BOUNDARY SURVEY FOR: Tonita A. Davis;
First State Bank of the Florida Keys;
The Closing Department/David Paul Horan;
United General Title Insurance Company;

NORBY & ASSOCIATES, INC.

Lynn O'Flynn, PLS
Florida Reg. #6298

August 31, 2001

Sheet Two of Two Sheets

NORBY
& Associates, Inc.
Professional Land Surveyors
LB No. 6817
3436 Duck Ave., Key West, FL 33040 (305) 296-1922

Prepared by and return to:
Chelsea C. Vanadia
Attorney at Law
Smith Hawks, PL
138 Simonton Street
Key West, FL 33040
305-296-7227

Survey Affidavit

No Boundary Changes

BEFORE ME, the undersigned authority, duly authorized to take acknowledgments and administer oaths, personal appeared Walter Schurtenberger, as Director and President of Constellation Yachts, Inc., a Florida for profit corporation ("Affiant"), who deposes and says under penalties of perjury that:

1. This affidavit is made with regard to the property located at 6811 Shrimp Road, Stock Island, FL; Parcel ID: 00123730-000100; Alternate Key: 9089578 and Parcel ID: 00123730-000200; Alternative Key 9091548.

2. Affiant is the Director and President of Constellation Yachts, Inc., a Florida for profit corporation, the owner of the real property described under item 1 above ("Property").

3. Affiant is familiar with the Property.

4. Affiant has reviewed the survey of the Property prepared by King Engineering Associates, Inc. dated May 3, 2007 attached as Exhibit A and prepared by J. Lynn O'Flynn Inc. dated April 25, 2014 ~~attached as Exhibit B~~ which was previously filed as part of Monroe County application 2012-075.

5. There has been no change in the location of the boundary lines of the Property since the Surveys attached as Exhibit A and Exhibit B.

6. This affidavit is made to connection with that certain LUD Map Amendment Application filed with Monroe County Florida, bearing the File #2019-062 commonly known as the Safe Harbor Overlay District.

Constellation Yachts, Inc., a Florida for profit corporation

By: _____

Walter Schurtenberger, Director and President

State of Florida
County of Monroe

The foregoing instrument was sworn to and subscribed before me this 25 day of June, 2019 by Walter Schurtenberger, Director and President of Constellation Yachts, Inc., a Florida for profit corporation. He [_] is personally known to me or [_] has produced a driver's license as identification.

[Notary Seal]

_____
Notary Public

Printed Name: Chelsea Vanadia

My Commission Expires: 12/6/21

CHELSEA C. VANADIA
MY COMMISSION # GG 166241
EXPIRES: December 6, 2021
Bonded Thru Notary Public Underwriters

Exhibit A

Specific Purpose Survey Report to illustrate a legal description of a parcel of land lying Southerly of Block 57, MALONEY'S SUBDIVISION OF PART OF STOCK ISLAND prepared by the undersigned

NOTES:

1. *The legal description shown hereon was authored by the undersigned.*
2. *Underground foundations and utilities were not located.*
3. *All angles are 90° (Measured & Record) unless otherwise noted.*
4. *Street address: 6811 Shrimp Road, Stock Island, FL.*
5. *This survey is not valid without the signature and the original raised seal of a Florida licensed surveyor and mapper.*
6. *Lands shown hereon were not abstracted for rights-of-way, easements, ownership, or other instruments of record.*
7. *North Arrow is assumed and based on the legal description.*
8. *Adjoiners are not furnished.*
9. *This Sketch does not represent a field boundary survey.*
10. *This Survey Report is not full and complete without the attached Survey Map.*

SPECIFIC PURPOSE SKETCH TO ILLUSTRATE A LEGAL DESCRIPTION AUTHORED BY THE UNDERSIGNED:

A parcel of filled land lying Southerly of Block 57, Maloney's Subdivision of a part of Stock Island, Monroe County, Florida as recorded in Plat Book 1 at Page 55 of Monroe County Public Records and is more particularly described as follows:

COMMENCE at the intersection of the Easterly right of way line of 5th Street (as constructed) and the Southerly right of way line of 5th Avenue (as constructed) and run Easterly along the Southerly right of way line of the said 5th Avenue for a distance of 500.00 feet to a point on the Easterly right of way line of Shrimp Road; thence Southerly and at right angles along the Easterly right of way line of the said Shrimp Road for a distance of 730.00 feet to the Point of Beginning of the parcel being described herein; thence continue Southerly along the Easterly right of way line of the said Shrimp Road for a distance of 9.82 feet to the Northwesterly corner of the lands described in Official Records Book 2301 at page 2208 of the Public Records of Monroe County, Florida; thence Easterly and at right angles along the Northerly boundary line of the said lands for a distance of 191.50 feet to the Northeasterly corner of the said lands; thence Northerly and at right angles for a distance of 9.82 feet to the Southerly boundary line of a 30 foot Ingress and Egress Easement; thence Westerly and at right angles along the Southerly boundary line of said Ingress and Egress Easement for a distance 191.50 feet back to the Point of Beginning, containing 1881 square feet, more or less.

SPECIFIC PURPOSE SKETCH FOR: Constellation Yachts, Inc.;

J. LYNN O'FLYNN, INC.

J. Lynn O'Flynn, PSM
Florida Reg. #6298

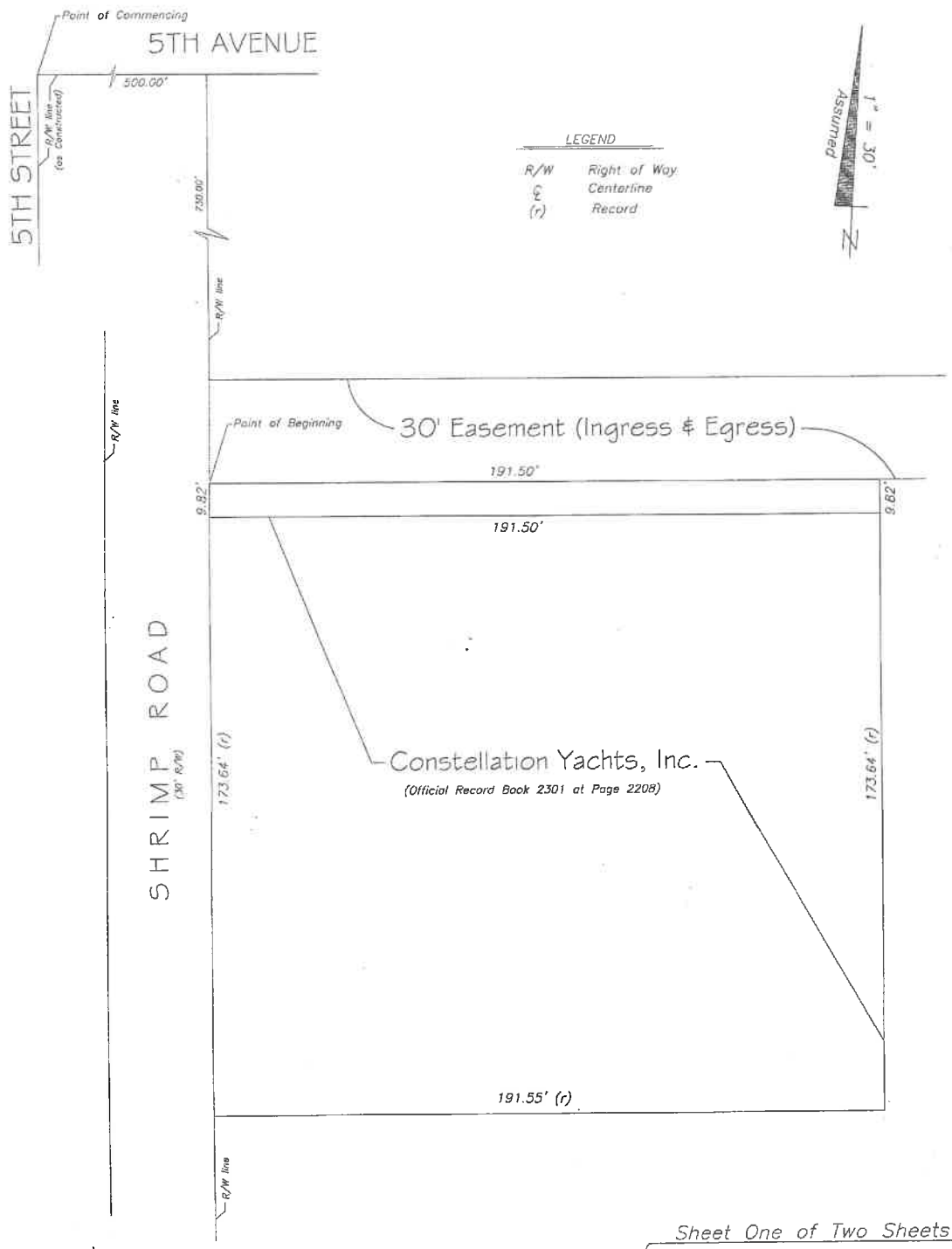
THIS SKETCH IS NOT ASSIGNABLE

April 25, 2014

Sheet One of Two Sheets

J. LYNN O'FLYNN, Inc.
Professional Surveyor & Mapper
PSM #6298
3430 Duck Ave., Key West, FL 33040
(305) 296-7422 FAX (305) 296-2244

Specific Purpose Survey Map to illustrate a legal description of a parcel of land lying Southerly of Block 57, MALONEY'S SUBDIVISION OF PART OF STOCK ISLAND prepared by the undersigned



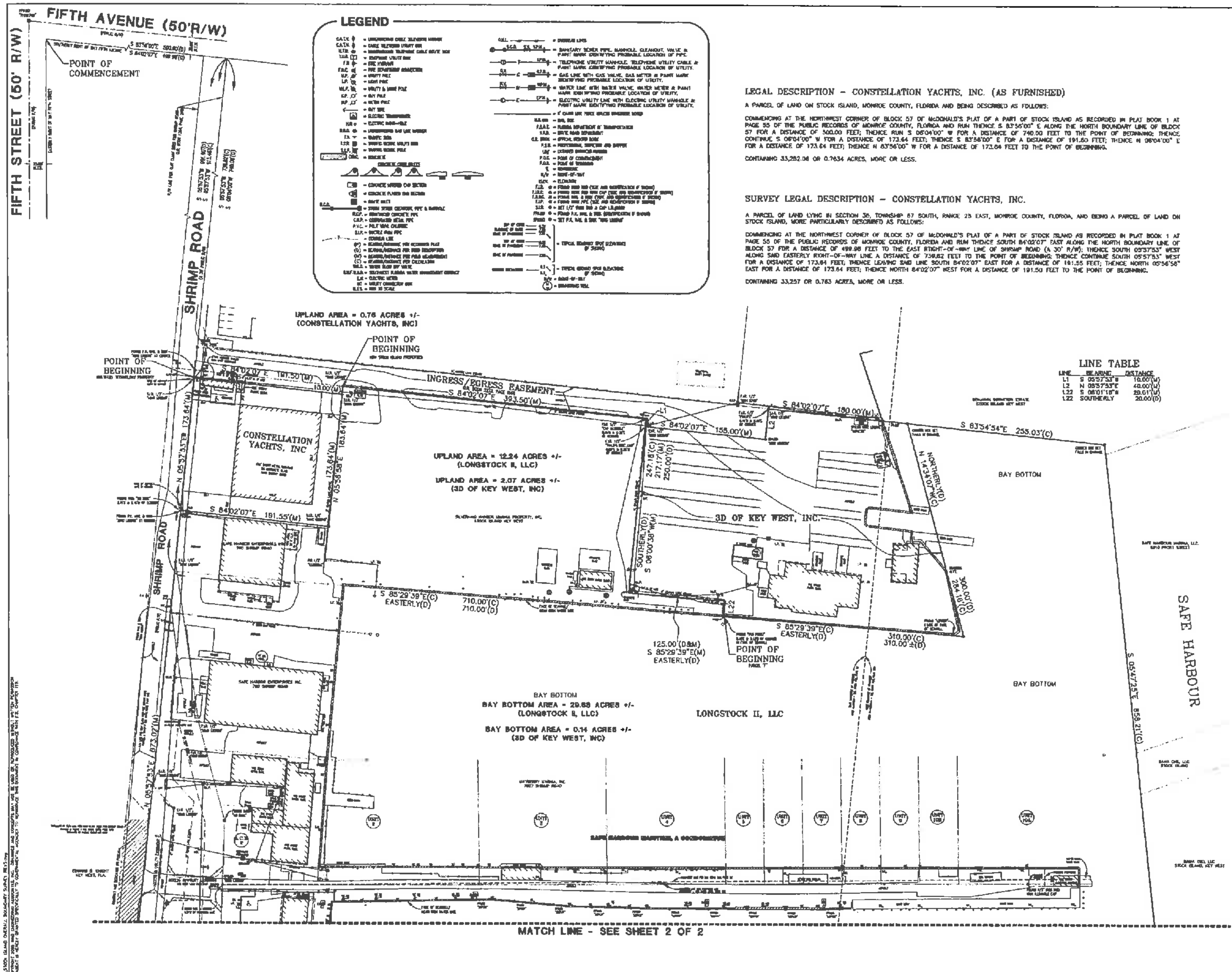
Sheet One of Two Sheets

J. LYNN O'FLYNN, Inc.
Professional Surveyor & Mapper
PSM #6288
3430 Duck Ave., Key West, FL 33040
(305) 296-7422 FAX (305) 296-2244

NOTE:
This Survey Map is not full and complete without the attached Survey Report.

SECTION 35, TOWNSHIP 67 SOUTH, RANGE 25 EAST
MONROE COUNTY, FLORIDA

RECEIVED MAY 2 1 2012 2012-075 MONROE CO. PLANNING DEPT.



SCALE IN FEET: 60' 30' 0 60'

LEGAL DESCRIPTION - CONSTELLATION YACHTS, INC. (AS FURNISHED)

A PARCEL OF LAND ON STOCK ISLAND, MONROE COUNTY, FLORIDA AND BEING DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF BLOCK 57 OF McDONALD'S PLAT OF A PART OF STOCK ISLAND AS RECORDED IN PLAT BOOK 1 AT PAGE 55 OF THE PUBLIC RECORDS OF MONROE COUNTY, FLORIDA AND RUN THENCE S 83°56'00" E ALONG THE NORTH BOUNDARY LINE OF BLOCK 57 FOR A DISTANCE OF 500.00 FEET; THENCE RUN S 06°04'00" W FOR A DISTANCE OF 740.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE S 06°04'00" W FOR A DISTANCE OF 173.64 FEET; THENCE S 83°56'00" E FOR A DISTANCE OF 191.50 FEET; THENCE N 06°04'00" E FOR A DISTANCE OF 173.64 FEET; THENCE N 83°56'00" W FOR A DISTANCE OF 173.64 FEET TO THE POINT OF BEGINNING.

CONTAINING 33,252.06 OR 0.7634 ACRES, MORE OR LESS.

SURVEY LEGAL DESCRIPTION - CONSTELLATION YACHTS, INC.

A PARCEL OF LAND LYING IN SECTION 35, TOWNSHIP 67 SOUTH, RANGE 25 EAST, MONROE COUNTY, FLORIDA, AND BEING A PARCEL OF LAND ON STOCK ISLAND, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF BLOCK 57 OF McDONALD'S PLAT OF A PART OF STOCK ISLAND AS RECORDED IN PLAT BOOK 1 AT PAGE 55 OF THE PUBLIC RECORDS OF MONROE COUNTY, FLORIDA AND RUN THENCE SOUTH 84°02'07" EAST ALONG THE NORTH BOUNDARY LINE OF BLOCK 57 FOR A DISTANCE OF 499.98 FEET TO THE EAST RIGHT-OF-WAY LINE OF SHRIMP ROAD (A 30' R/W); THENCE SOUTH 05°57'53" WEST ALONG SAID EASTERLY RIGHT-OF-WAY LINE A DISTANCE OF 739.82 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 05°57'53" WEST FOR A DISTANCE OF 173.64 FEET; THENCE LEAVING SAID LINE SOUTH 84°02'07" EAST FOR A DISTANCE OF 181.55 FEET; THENCE NORTH 05°56'58" EAST FOR A DISTANCE OF 173.64 FEET; THENCE NORTH 84°02'07" WEST FOR A DISTANCE OF 191.50 FEET TO THE POINT OF BEGINNING.

CONTAINING 33,257 OR 0.763 ACRES, MORE OR LESS.

LINE TABLE

LINE	BEARING	DISTANCE
L1	S 05°57'53"E	10.00'(M)
L2	N 05°57'53"E	40.00'(M)
L22	S 06°01'18"E	20.01'(M)
L22	SOUTHERLY	20.00'(D)

SURVEY LEGAL DESCRIPTION - LONGSTOCK II, LLC.

A PARCEL OF LAND LYING IN SECTION 35, TOWNSHIP 67 SOUTH, RANGE 25 EAST, MONROE COUNTY, FLORIDA, AND BEING A PARCEL OF LAND ON STOCK ISLAND, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF BLOCK 57 OF McDONALD'S PLAT OF A PART OF STOCK ISLAND AS RECORDED IN PLAT BOOK 1 AT PAGE 55 OF THE PUBLIC RECORDS OF MONROE COUNTY, FLORIDA AND RUN THENCE SOUTH 84°02'07" EAST ALONG THE NORTH BOUNDARY LINE OF BLOCK 57 FOR A DISTANCE OF 499.98 FEET TO THE EAST RIGHT-OF-WAY LINE OF SHRIMP ROAD (A 30' R/W); THENCE SOUTH 05°57'53" WEST ALONG SAID EASTERLY RIGHT-OF-WAY LINE A DISTANCE OF 739.82 FEET; THENCE LEAVING SAID LINE SOUTH 84°02'07" EAST, A DISTANCE OF 191.50 FEET; THENCE NORTH 05°56'58" EAST, A DISTANCE OF 10.00 FEET TO THE SOUTHERLY LINE OF A INGRESS/EGRESS EASEMENT RECORDED IN OFFICIAL RECORD BOOK 2273, PAGE 1160 OF THE PUBLIC RECORDS OF MONROE COUNTY, FLORIDA AND THE POINT OF BEGINNING; THENCE ALONG SAID EASEMENT LINE THE FOLLOWING FOUR (4) COURSES: 1. SOUTH 84°02'07" EAST, A DISTANCE OF 383.50 FEET; 2. SOUTH 05°57'53" WEST, A DISTANCE OF 10.00 FEET; 3. SOUTH 84°02'07" EAST, A DISTANCE OF 165.00 FEET; 4. NORTH 05°57'53" EAST, A DISTANCE OF 40.00 FEET; THENCE LEAVING SAID LINE SOUTH 84°02'07" EAST, A DISTANCE OF 180.00 FEET; THENCE SOUTH 83°54'54" EAST, A DISTANCE OF 255.03 FEET; THENCE SOUTH 05°47'25" EAST, A DISTANCE OF 858.21 FEET; THENCE NORTH 81°44'33" EAST, A DISTANCE OF 132.23 FEET; THENCE SOUTH 08°15'27" EAST, A DISTANCE OF 929.38 FEET; THENCE NORTH 84°02'07" WEST, A DISTANCE OF 383.85 FEET TO A MEAN HIGH WATER LINE; THENCE ALONG SAID MEAN HIGH WATER LINE THE FOLLOWING TWENTY SEVEN (27) COURSES: 1. NORTH 08°35'02" EAST, A DISTANCE OF 25.28 FEET; 2. NORTH 01°03'10" WEST, A DISTANCE OF 34.70 FEET; 3. NORTH 15°11'45" WEST, A DISTANCE OF 18.84 FEET; 4. NORTH 01°20'32" WEST, A DISTANCE OF 27.71 FEET; 5. NORTH 05°48'23" EAST, A DISTANCE OF 27.11 FEET; 6. NORTH 07°24'12" WEST, A DISTANCE OF 88.18 FEET; 7. NORTH 11°54'18" EAST, A DISTANCE OF 34.64 FEET; 8. NORTH 06°22'05" WEST, A DISTANCE OF 27.51 FEET; 9. NORTH 57°40'41" WEST, A DISTANCE OF 4.94 FEET; 10. NORTH 84°56'08" WEST, A DISTANCE OF 14.50 FEET; 11. NORTH 81°03'44" WEST, A DISTANCE OF 14.78 FEET; 12. SOUTH 85°47'17" WEST, A DISTANCE OF 117.82 FEET; 13. SOUTH 83°18'58" WEST, A DISTANCE OF 28.59 FEET; 14. NORTH 85°01'19" WEST, A DISTANCE OF 21.47 FEET; 15. SOUTH 80°37'17" WEST, A DISTANCE OF 8.06 FEET; 16. NORTH 75°44'52" WEST, A DISTANCE OF 11.67 FEET; 17. SOUTH 86°09'28" WEST, A DISTANCE OF 82.77 FEET; 18. SOUTH 89°28'28" WEST, A DISTANCE OF 40.54 FEET; 19. NORTH 84°28'30" WEST, A DISTANCE OF 8.15 FEET; 20. SOUTH 88°41'05" WEST, A DISTANCE OF 60.16 FEET; 21. SOUTH 79°29'50" WEST, A DISTANCE OF 38.47 FEET; 22. NORTH 88°07'58" WEST, A DISTANCE OF 57.82 FEET; 23. NORTH 88°26'28" WEST, A DISTANCE OF 91.35 FEET; 24. SOUTH 88°24'02" WEST, A DISTANCE OF 97.88 FEET; 25. SOUTH 11°39'19" WEST, A DISTANCE OF 78.27 FEET; 26. SOUTH 86°43'16" WEST, A DISTANCE OF 75.83 FEET; 27. SOUTH 81°33'19" WEST, A DISTANCE OF 23.73 FEET; THENCE LEAVING SAID LINE SOUTH 07°52'54" WEST, A DISTANCE OF 138.68 FEET TO THE NORTHERLY RIGHT-OF-WAY LINE OF SHRIMP ROAD PER QUIT CLAIM DEED RECORDED IN O.R. BOOK 2030, PAGE 949, OF THE PUBLIC RECORDS OF MONROE COUNTY, FLORIDA; THENCE ALONG THE NORTHERLY AND EASTERLY RIGHT-OF-WAY LINE OF SAID SHRIMP ROAD THE FOLLOWING THREE (3) COURSES AND DISTANCES: 1. NORTH 84°02'07" WEST, A DISTANCE OF 226.11 FEET TO A POINT OF CURVATURE; 2. NORTHWESTERLY ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 75.00 FEET, AN ARC LENGTH OF 115.28 FEET, A CENTRAL ANGLE OF 88°03'57", AND A CHORD BEARING AND DISTANCE OF NORTH 40°00'08" WEST, 104.26 FEET; 3. NORTH 04°01'50" EAST, A DISTANCE OF 535.82 FEET TO A POINT ON THE WEST LINE OF TRUSTEES DEED No.20083 AS RECORDED IN THE OFFICIAL RECORDS BOOK G-85, PAGE 82 OF THE PUBLIC RECORDS OF MONROE COUNTY, FLORIDA; THENCE ALONG SAID LINE NORTH 05°57'53" EAST, A DISTANCE OF 873.02 FEET; THENCE LEAVING SAID LINE SOUTH 84°02'07" EAST, A DISTANCE OF 191.55 FEET; THENCE NORTH 05°56'58" EAST, A DISTANCE OF 183.64 FEET TO THE SOUTHERLY LINE OF A INGRESS/EGRESS EASEMENT RECORDED IN OFFICIAL RECORD BOOK 2273, PAGE 1160 OF THE PUBLIC RECORDS OF MONROE COUNTY, FLORIDA AND THE POINT OF BEGINNING.

CONTAINING 44.124 ACRES, MORE OR LESS.

SURVEYOR'S NOTES

1. NO EXCAVATION WAS PERFORMED TO VERIFY THE LOCATION OR EXISTENCE OF ANY UNDERGROUND IMPROVEMENTS, STRUCTURES, OR FOUNDATIONS. UNDERGROUND UTILITIES SHOWN HEREON ARE SHOWN PER ABOVE GROUND EVIDENCE AND/OR RECORD DRAWINGS OR MUNICIPAL ATLAS INFORMATION AND THE LOCATION OF ALL UNDERGROUND UTILITY LINES ARE APPROXIMATE ONLY. THIS DOCUMENT SHOULD NOT BE RELIED UPON FOR EXCAVATION OR CRITICAL DESIGN FUNCTIONS WITHOUT FIELD VERIFICATION OF UNDERGROUND UTILITY LOCATIONS. UTILITIES OTHER THAN THOSE SHOWN HEREON MAY EXIST.

2. THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A TITLE INSURANCE COMMITMENT.

3. NO INSTRUMENTS OF RECORD REFLECTING EASEMENTS, RIGHTS-OF-WAY, AND/OR OWNERSHIP WERE FURNISHED TO OR PURSUED BY THE UNDERSIGNED OTHER THAN THOSE SHOWN HEREON. EASEMENTS OR RESTRICTIONS OF RECORD OTHER THAN THOSE SHOWN HEREON MAY EXIST.

4. KING ENGINEERING ASSOCIATES, INC. AND CERTIFYING LAND SURVEYOR ACCEPT NO RESPONSIBILITY FOR RIGHTS-OF-WAY, EASEMENTS, RESTRICTIONS OF RECORD OR OTHER MATTERS AFFECTING TITLE TO LANDS SURVEYED OTHER THAN THOSE RECITED IN CURRENT DEED AND/OR OTHER INSTRUMENTS OF RECORD FURNISHED BY CLIENT.

5. THE SURVEY DEPICTED HEREON IS NOT INTENDED TO SHOW THE LOCATION OR EXISTENCE OF ANY WETLAND OR JURISDICTIONAL AREAS, OR AREAS OF PROTECTED SPECIES OF VEGETATION EITHER NATURAL OR CULTIVATED.

6. ADDITIONAL PORTABLE STORAGE TRAILERS ARE ON AND AROUND THE SUBJECT PROPERTY AND HAVE NOT BEEN LOCATED OR SHOWN.

7. UNLESS IT BEARS THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER THIS DRAWING, SKETCH, PLAT OR MAP IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT VALID.

8. ANY USE OF THIS SURVEY FOR PURPOSES OTHER THAN WHICH IT WAS INTENDED, WITHOUT WRITTEN VERIFICATION, WILL BE AT THE USER'S SOLE RISK AND WITHOUT LIABILITY TO THE SURVEYOR. NOTHING HEREIN SHALL BE CONSTRUED TO GIVE ANY RIGHTS OR BENEFITS TO ANYONE OTHER THAN THOSE CERTIFIED TO.

9. BEARINGS SHOWN HEREON ARE GRID BEARINGS BASED UPON A NETWORK ADJUSTMENT OF G.P.S. OBSERVATIONS ORIGINATING FROM NATIONAL GEODETIC SURVEY CONTROL STATIONS "MON 3", "FLGPS MALLORY" "ROCK POINT 3" AND "WEST MARTELLO TOWER 2" UTILIZING THEIR POSITIONS AS PUBLISHED BY THE NATIONAL GEODETIC SURVEY. THE SOUTH RIGHT OF WAY LINE OF FIFTH AVENUE BEARS S 84°02'07" E AND HAS BEEN STATED HEREIN FOR REFERENCE PURPOSES.

10. BY SCALED DETERMINATION THE SUBJECT PROPERTY APPEARS TO LIE IN FLOOD ZONE "AE", PER FLOOD INSURANCE RATE MAP, COMMUNITY PANEL NUMBER 12087 1528 K, MAP REVISED FEBRUARY 18, 2005. AN ACCURATE ZONE DETERMINATION SHOULD BE MADE BY THE PREPARER OF THE MAP, THE FEDERAL EMERGENCY MANAGEMENT AGENCY, OR THE LOCAL GOVERNMENT AGENCY HAVING JURISDICTION OVER SUCH MATTERS PRIOR TO ANY JUDGMENTS BEING MADE FROM THE ZONE AS NOTED. THE REFERENCED FEDERAL EMERGENCY MANAGEMENT AGENCY MAP STATES IN THE NOTES TO THE USER THAT "THIS MAP IS FOR INSURANCE PURPOSES ONLY".

11. THERE IS NO ABOVE GROUND OBSERVABLE EVIDENCE OF CEMETERIES ON THE PROPERTY AND THE SUBJECT PROPERTY IS NOT USED FOR DEFINED DRAINAGE WAYS.

12. LAST DATE OF FIELD SURVEY: MAY 3, 2007.

KING ENGINEERING ASSOCIATES, INC.
CERTIFICATE OF AUTHORIZATION NO. LB 2610

JAMES DAVID GREER, P.S.M.
FLORIDA LICENSE - LS #5189

King ENGINEERING ASSOCIATES, INC.
4921 MEMORIAL HIGHWAY
ONE MEMORIAL CENTER, SUITE 300
TAMPA, FLORIDA 33634
PHONE 813 880 8881
FAX 813 880 8882
E-MAIL king@kingengineering.com

BOUNDARY SURVEY
OF A PORTION OF THE
OVERALL STOCK ISLAND PROPERTY

PREPARED FOR
LONGSTOCK II, LLC

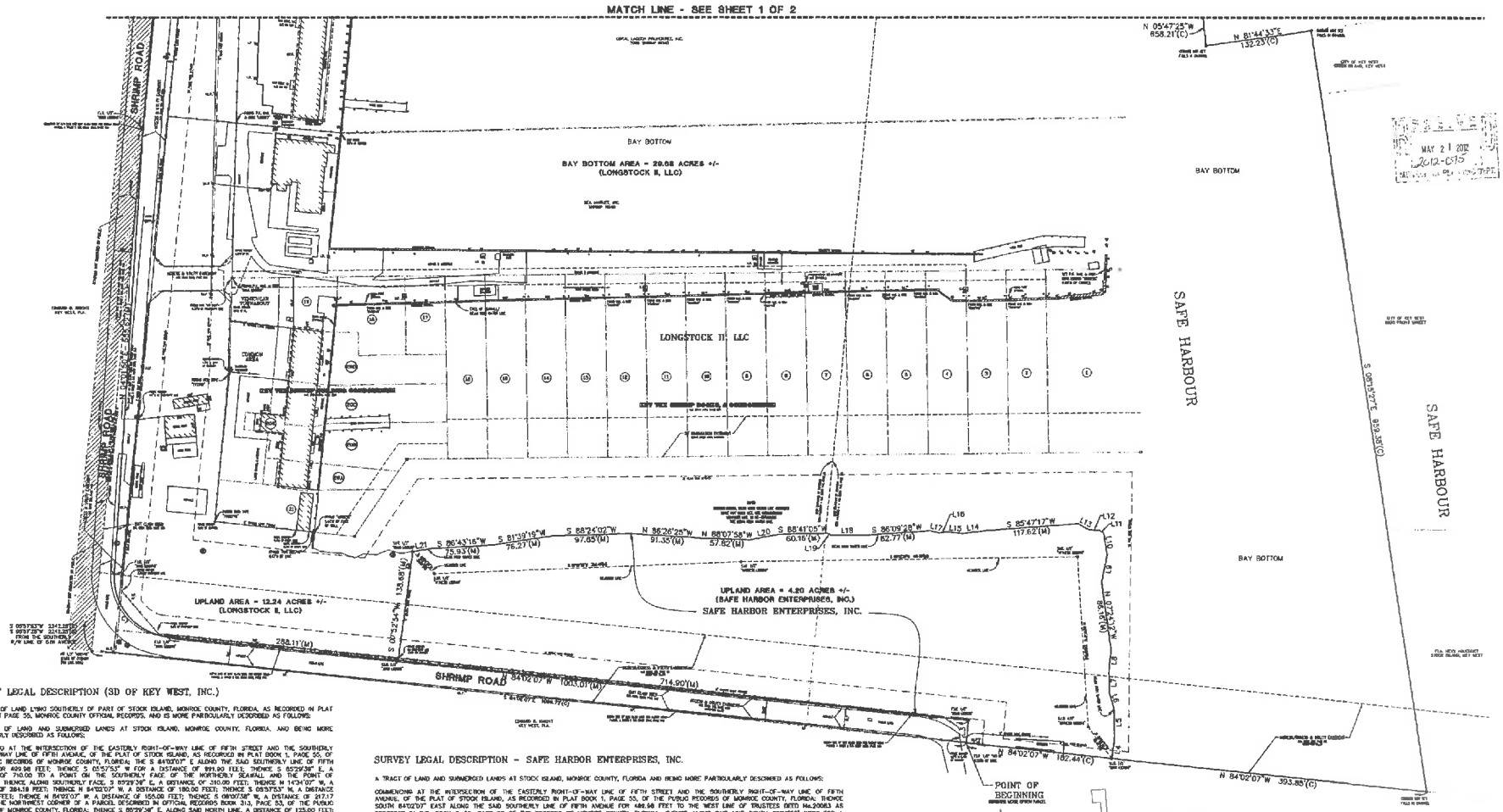
No.	DATE	REVISIONS	BY
3	5/1/12	REMOVE PARCEL F AND BURKSTON LEASE OPTION PARCEL, ADD AREAS	J.D.G.
2	7/12/11	REVISE CERTIFYING SURVEYOR & OWNERSHIP ENTITY	J.D.G.
1	6/12/07	ADD BURKSTON LEASE OPTION PARCEL & DESCRIPTION	M.D.G.

JOB NO. 4230-005-000
FIELD BOOK NO. #1290 & #1290
DATE MAY 3, 2007
SCALE 1" = 60'
SHEET 1 OF 2

DRAWN R.E.D.
CADD FILE KEY WEST

SECTION 35, TOWNSHIP 67 SOUTH, RANGE 25 EAST
MONROE COUNTY, FLORIDA

MATCH LINE - SEE SHEET 1 OF 2



MAY 21 2012
2012-075

SURVEY LEGAL DESCRIPTION (3D OF KEY WEST, INC.)

A PARCEL OF LAND LYING SOUTHERLY OF PART OF STOCK ISLAND, MONROE COUNTY, FLORIDA, AS RECORDED IN PLAT BOOK 1, AT PAGE 55, MONROE COUNTY OFFICIAL RECORDS, AND IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A PARCEL OF LAND AND SUBMERGED LANDS AT STOCK ISLAND, MONROE COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE EASTERLY RIGHT-OF-WAY LINE OF FIFTH STREET AND THE SOUTHERLY RIGHT-OF-WAY LINE OF FIFTH AVENUE, OF THE PLAT OF STOCK ISLAND, AS RECORDED IN PLAT BOOK 1, PAGE 55, OF THE PUBLIC RECORDS OF MONROE COUNTY, FLORIDA; THE S 84°02'07" E ALONG THE SAID SOUTHERLY LINE OF FIFTH AVENUE FOR 409.98 FEET; THENCE S 05°57'53" W FOR A DISTANCE OF 891.90 FEET; THENCE S 85°29'38" E, A DISTANCE OF 710.00 TO A POINT ON THE SOUTHERLY FACE OF THE NORTHERLY SEAWALL AND THE POINT OF BEGINNING; THENCE ALONG SOUTHERLY FACE, S 85°29'38" E, A DISTANCE OF 210.00 FEET; THENCE N 14°34'07" W, A DISTANCE OF 284.18 FEET; THENCE N 84°02'07" W, A DISTANCE OF 180.00 FEET; THENCE S 05°57'53" W, A DISTANCE OF 40.00 FEET; THENCE N 84°02'07" W, A DISTANCE OF 155.00 FEET; THENCE S 08°07'58" W, A DISTANCE OF 217.17 FEET TO THE NORTHWEST CORNER OF A PARCEL DESCRIBED IN OFFICIAL RECORDS BOOK 313, PAGE 53, OF THE PUBLIC RECORDS OF MONROE COUNTY, FLORIDA; THENCE S 85°29'38" E, ALONG SAID NORTH LINE, A DISTANCE OF 125.00 FEET; THENCE S 06°01'16" W, A DISTANCE OF 20.01 FEET TO THE POINT OF BEGINNING.

FURTHER AS TO ALL PARCELS:

TOGETHER WITH THOSE BENEFICIAL EASEMENTS AS DESCRIBED HEREIN AND BEING THE SAME PROPERTY AS THOSE RECORDED IN OFFICIAL RECORDS BOOK 780, PAGE 1169, PUBLIC RECORDS OF MONROE COUNTY, FLORIDA.

A PARCEL OF LAND LYING IN SECTION 35, TOWNSHIP 67 SOUTH, RANGE 25 EAST, MONROE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF BLOCK 57 OF MCDONALD'S PLAT OF A PART OF STOCK ISLAND AS RECORDED IN PLAT BOOK 1, PAGE 55 OF THE PUBLIC RECORDS OF MONROE COUNTY, FLORIDA; THENCE ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF FIFTH AVENUE SOUTH 84°02'07" EAST, A DISTANCE OF 489.98 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 84°02'07" EAST, A DISTANCE OF 30.00 FEET TO THE WEST LINE OF TRUSTEE'S DEED NO. 20083 AS RECORDED IN O.R. BOOK G-85, PAGE 82; THENCE ALONG SAID LINE SOUTH 05°57'53" WEST, A DISTANCE OF 1,268.48 FEET; THENCE LEAVING SAID LINE SOUTH 42°04'07" EAST, A DISTANCE OF 40.35 FEET; THENCE SOUTH 05°57'53" WEST, A DISTANCE OF 818.82 FEET; THENCE SOUTH 84°02'07" EAST, A DISTANCE OF 1,098.72 FEET; THENCE SOUTH 05°57'53" WEST, A DISTANCE OF 30.00 FEET TO THE SOUTH LINE OF TRUSTEE'S DEED NO. 20083 AS RECORDED IN O.R. BOOK G-85, PAGE 82; THENCE ALONG SAID LINE NORTH 84°02'07" WEST, A DISTANCE OF 1,116.72 FEET TO THE WEST LINE OF TRUSTEE'S DEED NO. 20083 AS RECORDED IN O.R. BOOK G-85, PAGE 82; THENCE ALONG SAID LINE NORTH 05°57'53" EAST, A DISTANCE OF 833.45 FEET; THENCE LEAVING SAID LINE NORTH 42°04'07" WEST, A DISTANCE OF 40.35 FEET; THENCE NORTH 05°57'53" EAST, A DISTANCE OF 1,281.82 FEET TO THE POINT OF BEGINNING.

SURVEY LEGAL DESCRIPTION - SAFE HARBOR ENTERPRISES, INC.

A TRACT OF LAND AND SUBMERGED LANDS AT STOCK ISLAND, MONROE COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE EASTERLY RIGHT-OF-WAY LINE OF FIFTH STREET AND THE SOUTHERLY RIGHT-OF-WAY LINE OF FIFTH AVENUE, OF THE PLAT OF STOCK ISLAND, AS RECORDED IN PLAT BOOK 1, PAGE 55, OF THE PUBLIC RECORDS OF MONROE COUNTY, FLORIDA; THENCE SOUTH 84°02'07" EAST ALONG THE SAID SOUTHERLY LINE OF FIFTH AVENUE FOR 489.98 FEET TO THE WEST LINE OF TRUSTEES DEED No.20083 AS RECORDED IN O.R. BOOK G-85, PAGE 82 OF THE RECORDS OF MONROE COUNTY, FLORIDA; THENCE ALONG SAID LINE SOUTH 05°57'53" WEST FOR A DISTANCE OF 2242.25 FEET TO THE SOUTH LINE OF SAID TRUSTEES DEED; THENCE ALONG SAID LINE SOUTH 84°02'07" EAST, A DISTANCE OF 1,098.72 FEET TO THE POINT OF BEGINNING; THENCE ALONG THE EASTERLY AND NORTHERLY RIGHT-OF-WAY LINE OF SHRIMP ROAD NORTH 05°57'53" EAST, A DISTANCE OF 28.00 FEET; THENCE NORTH 84°02'07" WEST, A DISTANCE OF 214.00 FEET; THENCE LEAVING SAID LINE NORTH 07°52'54" EAST, A DISTANCE OF 136.68 FEET TO THE MEAN HIGH WATER LINE; THENCE ALONG SAID MEAN HIGH WATER THE FOLLOWING TWENTY SEVEN (27) COURSES AND DISTANCES: 1. THENCE NORTH 81°33'16" EAST, A DISTANCE OF 23.73 FEET; 2. THENCE NORTH 86°43'16" EAST, A DISTANCE OF 75.93 FEET; 3. THENCE NORTH 81°39'16" EAST, A DISTANCE OF 76.27 FEET; 4. THENCE NORTH 88°24'02" EAST, A DISTANCE OF 97.65 FEET; 5. THENCE SOUTH 86°26'25" EAST, A DISTANCE OF 91.35 FEET; 6. THENCE SOUTH 88°07'58" EAST, A DISTANCE OF 57.62 FEET; 7. THENCE NORTH 79°29'30" EAST, A DISTANCE OF 36.47 FEET; 8. THENCE NORTH 88°41'05" EAST, A DISTANCE OF 60.16 FEET; 9. THENCE SOUTH 64°38'30" EAST, A DISTANCE OF 6.15 FEET; 10. THENCE NORTH 86°09'28" EAST, A DISTANCE OF 40.34 FEET; 11. THENCE NORTH 08°06'28" EAST, A DISTANCE OF 62.77 FEET; 12. THENCE SOUTH 75°44'32" EAST, A DISTANCE OF 11.67 FEET; 13. THENCE NORTH 80°37'17" EAST, A DISTANCE OF 8.08 FEET; 14. THENCE SOUTH 86°01'19" EAST, A DISTANCE OF 21.47 FEET; 15. THENCE NORTH 83°15'58" EAST, A DISTANCE OF 26.50 FEET; 16. THENCE NORTH 85°47'17" EAST, A DISTANCE OF 117.62 FEET; 17. THENCE SOUTH 81°03'44" EAST, A DISTANCE OF 14.78 FEET; 18. THENCE SOUTH 84°56'06" EAST, A DISTANCE OF 14.50 FEET; 19. THENCE SOUTH 57°40'41" EAST, A DISTANCE OF 4.94 FEET; 20. THENCE SOUTH 09°22'05" EAST, A DISTANCE OF 27.51 FEET; 21. THENCE SOUTH 11°54'19" WEST, A DISTANCE OF 34.64 FEET; 22. THENCE SOUTH 07°24'12" EAST, A DISTANCE OF 66.16 FEET; 23. THENCE SOUTH 08°48'33" WEST, A DISTANCE OF 27.11 FEET; 24. THENCE SOUTH 01°38'33" EAST, A DISTANCE OF 27.71 FEET; 25. THENCE SOUTH 19°11'45" EAST, A DISTANCE OF 18.64 FEET; 26. THENCE SOUTH 01°03'10" EAST, A DISTANCE OF 36.70 FEET; 27. THENCE SOUTH 05°33'02" WEST, A DISTANCE OF 25.25 FEET TO THE SOUTH LINE OF TRUSTEES DEED No.20083; THENCE ALONG SAID LINE NORTH 84°02'07" WEST, A DISTANCE OF 182.44 FEET TO THE POINT OF BEGINNING.

CONTAINING 4.206 ACRES, MORE OR LESS.

LINE TABLE

LINE	BEARING	DISTANCE
L3	N 05°57'53"E	28.00'(M)
L4	N 06°33'03"E	25.28'(M)
L5	N 01°03'10"E	38.70'(M)
L6	N 18°11'45"E	18.64'(M)
L7	N 01°38'33"E	27.71'(M)
L8	N 05°48'33"E	27.11'(M)
L9	N 11°54'19"E	34.64'(M)
L10	N 09°22'05"E	27.51'(M)
L11	N 57°40'41"E	4.94'(M)
L12	N 84°56'06"E	14.50'(M)
L13	N 81°03'44"E	14.78'(M)
L14	S 83°15'58"E	26.50'(M)
L15	N 86°01'19"E	21.47'(M)
L16	S 80°37'17"E	8.08'(M)
L17	N 75°44'32"E	11.67'(M)
L18	S 86°56'28"E	40.34'(M)
L19	N 64°38'30"E	6.15'(M)
L20	S 73°29'30"E	36.47'(M)
L21	S 81°33'16"E	23.73'(M)

CURVE TABLE

CURVE	DELTA	RADIUS	ARC	CHORD	CHORD BEARING
C1	86°03'37"	73.00	115.28	104.26	N 40°00'08"W (M)

King
ENGINEERING ASSOCIATES, INC.

4921 MEMORIAL HIGHWAY
ONE MEMORIAL CENTER, SUITE 300
TAMPA, FLORIDA 33634
PHONE 813 +880 -8531
FAX 813 +880 -8652
E-MAIL bkeplin@engineer-eng.com

BOUNDARY SURVEY
OF A PORTION OF THE
OVERALL STOCK ISLAND PROPERTY

PREPARED FOR
LONGSTOCK II, LLC

NO.	DATE	REVISIONS	APPR BY
3	5/9/12	REMOVE PARCEL F AND BERNSTEIN LEASE OPTION PARCEL, ADD AREAS	JBG
2	7/12/11	REVISE CERTIFYING SURVEYOR & OWNERSHIP DATEST	JBG
1	8/13/07	ADD BERNSTEIN LEASE OPTION PARCEL & DESCRIPTION	WBG

JOB NO. 4290-000-000
FIELD BOOK NO. 312BB & 312TBD
DATE MAY 3, 2007
SCALE 1" = 80'
SHT 2 OF 2

DRAWN R.E.D.
CHECKED
APP.
CADD FILE KEY WEST

Prepared by and return to:
Chelsea C. Vanadia
Attorney at Law
Smith Hawks, PL
138 Simonton Street
Key West, FL 33040
305-296-7227

Survey Affidavit

No Boundary Changes

BEFORE ME, the undersigned authority, duly authorized to take acknowledgments and administer oaths, personally appeared Gregory Wright, as Vice President of K W Resort Utilities Corp., a Florida for profit corporation ("Affiant"), who deposes and says under penalties of perjury that:

1. This affidavit is made with regard to the property located at 6630 Front Street, Stock Island, FL; Parcel ID: 00123600-000101; Alternate Key: 8642113.

2. Affiant is the Vice President of K W Resort Utilities Corp., a Florida for profit corporation, the owner of the real property described under item 1 above ("Property").

3. Affiant is familiar with the Property.

4. Affiant has reviewed the survey and legal description of the Property prepared by Prospect Surveying, LLC, dated May 15, 2013 ("Survey") attached as Exhibit "A."

5. There has been no change in the location of the boundary lines of the Property since the Survey.

6. This affidavit is made to connection with that certain LUD Map Amendment Application filed with Monroe County Florida, bearing the File #2019-062 commonly known as the Safe Harbor Overlay District.

K W Resort Utilities Corp., a Florida for profit corporation

By: _____
Gregory Wright, Vice President

State of Florida
County of Monroe

The foregoing instrument was sworn to and subscribed before me this 25 day of June, 2019 by Gregory Wright, Vice President of K W Resort Utilities Corp., a Florida for profit corporation. He [_] is personally known to me or [_] has produced a driver's license as identification.

[Notary Seal]

CHELSEA C. VANADIA
MY COMMISSION # GG 166241
EXPIRES: December 6, 2021
Bonded Thru Notary Public Underwriters

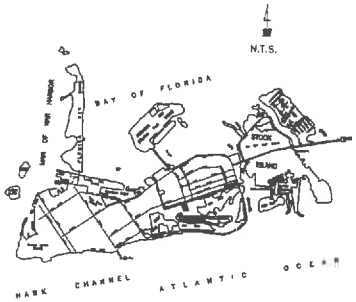
_____
Notary Public

Printed Name: Chelsea Vanadia

My Commission Expires: 12/6/21

00157937 - v1

Exhibit "A"



LOCATION MAP

City of Key West &
Stock Island

LEGAL DESCRIPTION:

A parcel of filled submerged land on Stock Island, Monroe County, Florida, being a portion of that certain submerged land described in T.I.I.F. Deed No.:19837-A, said parcel being more particularly described by "metes and bounds" as follows:
Commence at the intersection of the Southeasterly right-of-way line of Fourth Avenue and the Southwesterly right-of-way line of Front Street; then S 47° 13'30" E along said Southwesterly right-of-way line for 1003.78 feet to the Westerly right-of-way line of a 50 foot wide access easement; thence S 8° 01'50" W along said Westerly right-of-way line for 313.78 feet to the Point of Beginning of the hereinafter described parcel of land; thence S 70° 27'50" W for 240.30 feet; thence N 57° 15'03" W for 234.83 feet; thence N 8° 16'30" E for 304.20 feet to an intersection with a line 251.44 feet Southwesterly of as measured at right angles and parallel to said Southwesterly right-of-way of Front Street; thence S 47° 13'30" E along said parallel line for 510.80 feet to the Point of Beginning. Said parcel contains 2.00 Acres, more or less.

Together with a non-exclusive Drainage Easement, the legal description of which is below:

An area being 15 feet in width, the Southerly line thereof being more particularly described as follows:
Begin at the most Southerly corner of the property described in the parcel described above; thence South 70 degrees, 27 minutes, 50 seconds West along the Southwesterly prolongation of the Southeasterly boundary line of said above parcel for 250 feet, more or less, to the Easterly shore line of the existing harbor and the point of termination of said Southerly line.

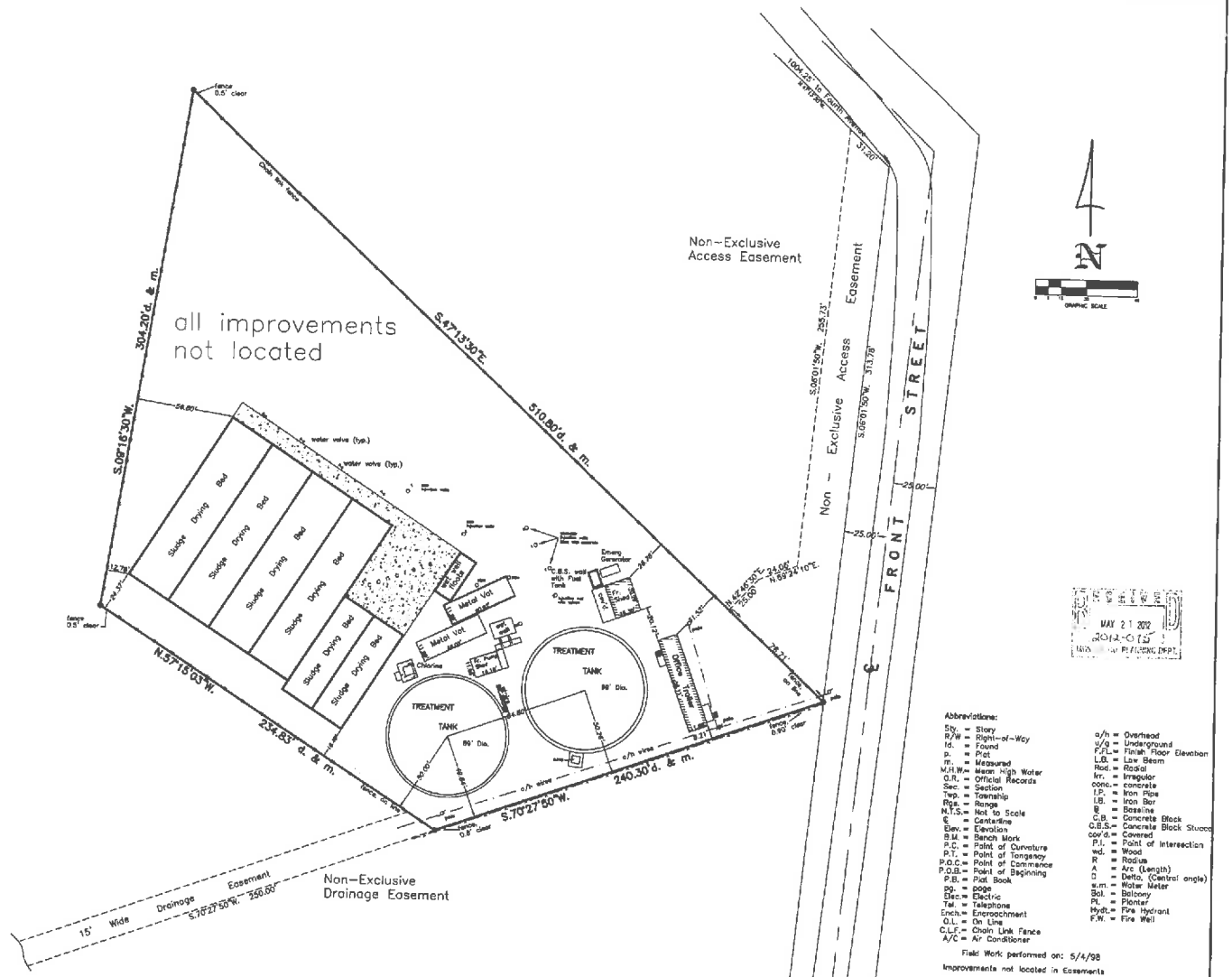
Together with a non-exclusive Access Easement, the legal description of which is below:

An area having a minimum width of 25.00 feet and being more particularly described as follows:
Commence at the intersection of the Southeasterly right-of-way line of Fourth Avenue and the Southwesterly right-of-way line of Front Street; thence S47° 13'30" E along said Southwesterly right-of-way line for 1003.78 feet to the Westerly right-of-way line of an existing 50 foot wide access easement; thence S 8° 01'50" W along said Westerly right-of-way line for 313.78 feet to the most Easterly corner of the Proposed S.T.P. site , said corner being the Point of Beginning of the hereinafter described non-exclusive access easement; thence N47° 13'30" W along the Northeasterly boundary of said proposed S.T.P. site for 76.71 feet; thence N42° 46'30" E for 25.00 feet; thence N89° 24'10" E for 24.07 feet to an intersection with a line that is 25.00 feet Westerly of, as measured at right angles and parallel to said Westerly right-of-way line of the aforementioned 50 feet wide access easement; thence N 8° 01'50" E along said parallel line for 255.73 feet to an intersection with said Southwesterly right-of-way line of the aforementioned Front Street; thence S47° 13'30" E along said Southwesterly right-of-way line for 31.20 feet to an intersection with said Westerly right-of-way line of the aforementioned 50 foot wide access easement; thence S8° 01'50" W along said Westerly right-of-way line for 313.78 feet to the Point of Beginning.

SURVEYOR'S NOTES:
North arrow based on plat & deeds
Reference Bearing: R/W Front Street & Fifth Avenue
3.4 denotes existing elevation
Elevations based on N.G.V.D. 1929 Datum
Bench Mark No.: R-397 Elevation: 8.234

Monumentation:

- ⊗ = Found 1/2" Iron Pipe, P.L.S. No. 2749
- ● = Found 1/2" Iron Pipe, P.L.S. No. 2749
- ● = Found 1/2" Iron Bar
- Δ = Found P.K. Nail, P.L.S. No. 2749
- ▲ = Found P.K. Nail



Abbreviations:

Sty.	= Story	o/h	= Overhead
R/W	= Right-of-Way	u/g	= Underground
fd.	= Found	F.F.L.	= 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	Hydt.	= Fire Hydrant
Ench.	= Encroachment	F.W.	= Fire Well
O.L.	= On Line		
C.L.F.	= Chain Link Fence		
A/C	= Air Conditioner		

Field Work performed on: 5/4/98

Improvements not located in Easements

RECEIVED
MAY 21 2012
2012-015
MONROE CO. PLANNING DEPT.

CERTIFICATION:
I HEREBY CERTIFY that the attached BOUNDARY SURVEY is true and correct to the best of my knowledge and belief; that it meets the minimum technical standards adopted by the Florida Board of Land Surveyors, Chapter 5J-17 Florida Statue Section 472.027, and the American Land Title Association, and that there are no visible encroachments unless shown hereon.

FREDERICK M. HILDEBRANDT
Professional Land Surveyor & Mapper No. 2749
Professional Engineer No. 36810
State of Florida

NOT VALID UNLESS EMBOSSED WITH RAISED SEAL & SIGNATURE

Key West Resort Utilities Corporation
Stock Island, Key West, Fl. 33040

BOUNDARY SURVEY

Dwn No: 95-260

Scale: 1"=30'
Date: 2/19/97
Ref. 125-4
Flood panel No. 12123 C
Flood Zone: AE
Dwn. By: F.M.H.
Flood Date: 2-19-97

REVISIONS AND/OR ADDITIONS
5/24/97: Boundary Ordinance
5/17/98: Updated
6/4/98: Revision per commitment
F.M.Hildebrandt

ENGINEERS PLANNERS SURVEYORS
3182 Northside Drive
Suite 301
Key West, Fl. 33040
(305) 293-0468
Fax: (305) 293-0237
Email: fhildebrandt@aol.com
L.B. No. 7700

Prepared by and return to:
Chelsea C. Vanadia
Attorney at Law
Smith Hawks, PL
138 Simonton Street
Key West, FL 33040
305-296-7227

Survey Affidavit

No Boundary Changes

BEFORE ME, the undersigned authority, duly authorized to take acknowledgments and administer oaths, personal appeared Irene Gonzalez, as President of Key West Transfer Station & Hauling Service, Inc., a Florida for profit corporation ("Affiant"), who deposes and says under penalties of perjury that:

1. This affidavit is made with regard to the property located at 6500 Front Street, Stock Island, FL; Parcel ID: 00123600-000102; Alternate Key: 9084783.

2. Affiant is the President of Key West Transfer Station & Hauling Service, Inc., a Florida for profit corporation, the owner of the real property described under item 1 above ("Property").

3. Affiant is familiar with the Property.

4. Affiant has reviewed the survey and legal description of the Property prepared by Island Surveying, Inc., dated May 12, 2012 ("Survey") attached as Exhibit "A", as previously filed with Monroe County, file # 2012-075.

5. There has been no change in the location of the boundary lines of the Property since the Survey.

6. This affidavit is made to connection with that certain LUD Map Amendment Application filed with Monroe County Florida, bearing the File #2019-062 commonly known as the Safe Harbor Overlay District.

Key West Transfer Station & Hauling Service, Inc.,

a Florida for profit corporation

By: Irene Gonzalez
Irene Gonzalez, President

State of Florida
County of Monroe

The foregoing instrument was sworn to and subscribed before me this 3rd day of July, 2019 by Irene Gonzalez, President of Key West Transfer Station & Hauling Service, Inc., a Florida for profit corporation. She [_] is personally known to me or [_] has produced a driver's license as identification.

[Notary Seal]

BARTON W. SMITH
Notary Public - State of Florida
Commission # FF 993412
My Comm. Expires Sep 1, 202

Notary Public

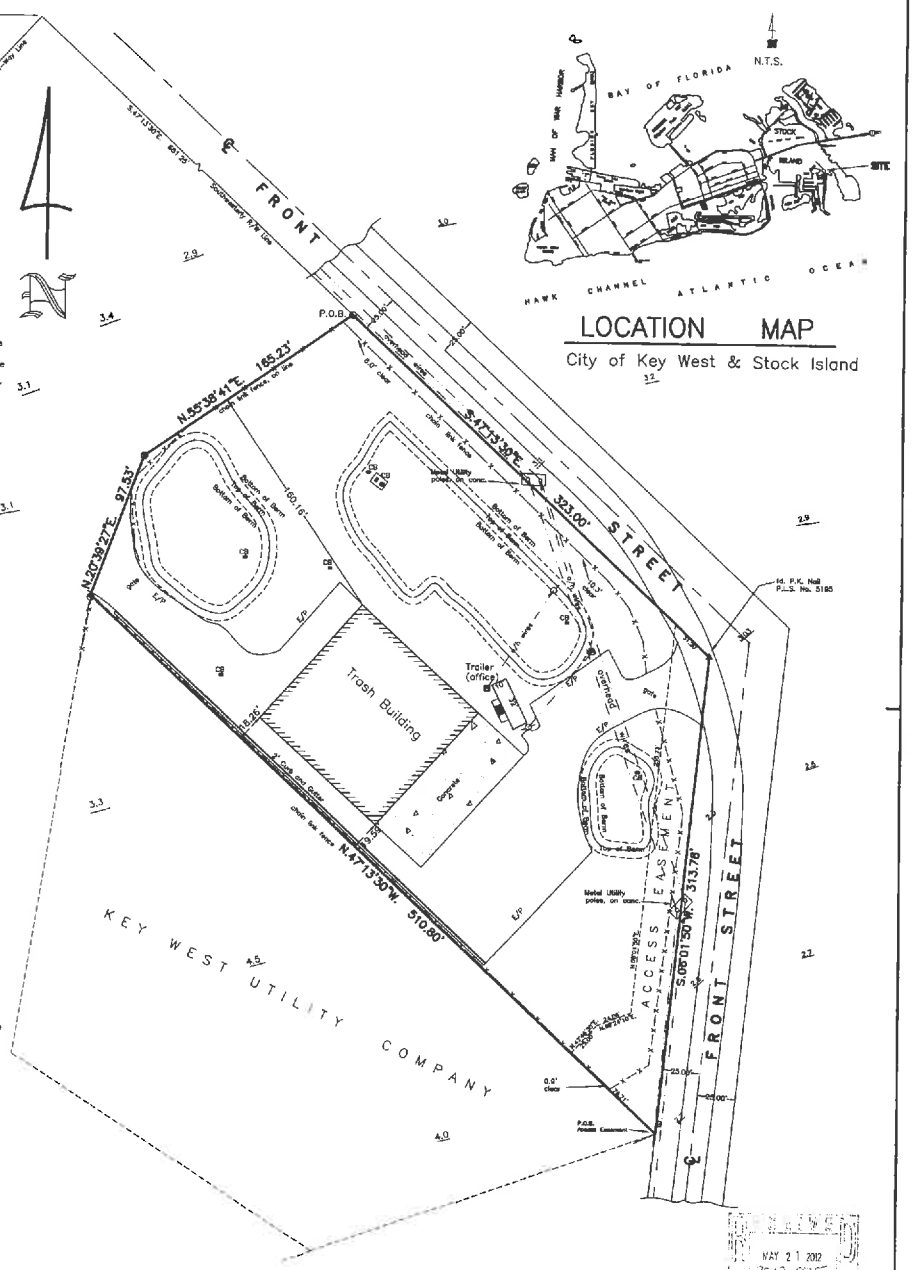
Printed Name: Barton Smith

My Commission Expires:

00158600 - v1

Exhibit "A"

P.O.C.
Intersection of the Southeasterly R/W line of Fourth Avenue & the Southwesterly R/W Line of Front Street



LEGAL DESCRIPTION:
Prepared by undersigned:
A parcel of filled submerged land on Stock Island, Monroe County, Florida, being a portion of that certain submerged land described in T.I.I.F. Deed No.:19637-A; said parcel being more particularly described by "metes and bounds" as follows: Commence at the intersection of the Southeasterly right-of-way line of Fourth Avenue and the Southwesterly right-of-way line of Front Street; then S 47°13'30" E along said Southwesterly right-of-way line for 681.25 feet to the Point of Beginning; thence continue S 47°13'30" E and continuing along the said Southwesterly Right-of-way Line of Front Street for 323.00 feet to the Westerly right-of-way line of a 50 foot wide access easement; thence S 6°01'50" W along said Westerly right-of-way line for 313.78 feet; thence N 47°13'30" W for a distance of 510.80 feet; thence N 20°39'27" E for a distance of 97.53 feet; thence N 55°38'41" E for a distance of 165.23 feet to the Point of Beginning. Containing 109444.08 Square Feet, or 2.5125 Acres, more or less.
Together with a non-exclusive Access Easement, the legal description of which is below:

An area having a minimum width of 25.00 feet and being more particularly described as follows: Commence at the intersection of the Southeasterly right-of-way line of Fourth Avenue and the Southwesterly right-of-way line of Front Street; thence S47° 13'30" E along said Southwesterly right-of-way line for 1003.76 feet to the Westerly right-of-way line of an existing 50 foot wide access easement; thence S 6° 01'50" W along said Westerly right-of-way line for 313.78 feet to the most Easterly corner of the Proposed S.T.P. site , said corner being the Point of Beginning of the hereinafter described non-exclusive access easement; thence N47° 13'30" W along the Northeasterly boundary of said proposed S.T.P. site for 76.71 feet; thence N42° 46'30" E for 25.00 feet; thence N59° 24'10" E for 24.07 feet to an intersection with a line that is 25.00 feet Westerly of, as measured at right angles and parallel to said Westerly right-of-way line of the aforementioned 50 feet wide access easement; thence N 6° 01'50" E along said parallel line for 255.73 feet to an intersection with said Southwesterly right-of-way line of the aforementioned Front Street; thence S47° 13'30" E along said Southwesterly right-of-way line for 31.20 feet to an intersection with said Westerly right-of-way line of the aforementioned 50 foot wide access easement; thence S6° 01'50" W along said Westerly right-of-way line for 313.78 feet to the Point of Beginning.

SURVEYOR'S NOTES:
North arrow based on plat & deeds
Reference Bearing: R/W Front Street & Fifth Avenue
3.4 denotes existing elevation
Elevations based on N.G.V.D. 1929 Datum
Bench Mark No.: R-397 Elevation: 8.234

Monumentation:

- ⊗ = Set 1/2" Iron Pipe, P.L.S. No. 2749
- ● = Found 1/2" Iron Pipe, P.L.S. No 2749
- ● = Found 1/2" Iron Bar
- △ = Found P.K. Nail, P.L.S. No. 2749
- ▲ = Found P.K. Nail

Abbreviations:

Sty.	= Story	o/h	= Overhead
R/W	= Right-of-Way	u/g	= Underground
fd.	= Found	F.F.L.	= 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	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	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.L.F.	= Chain Link Fence		
A/C	= Air Conditioner		

Field Work performed on: 5/12/12

CERTIFICATION:
I HEREBY CERTIFY that the attached BOUNDARY SURVEY is true and correct to the best of my knowledge and belief; that it meets the minimum technical standards adopted by the Florida Board of Land Surveyors, Chapter 61-17 Florida Statue Section 472.027, and the American Land Title Association, and that there are no visible encroachments unless shown hereon.

FREDERICK H. HILDEBRANDT
Professional Land Surveyor & Mapper No. 2749
Professional Engineer No. 36810
State of Florida

NOT VALID UNLESS EMBOSSED WITH RAISED SEAL & SIGNATURE

MAY 21 2012
2012-0175

Cecilia Gonzalez
5500 Front Street, Stock Island, Key West, Fl. 33040

BOUNDARY SURVEY			Dwn No.: 12-215
Scale: 1" = 40'	Ref.	Flood panel no. 1424 K	Dwn. By: F.H.H.
Date: 7/31/01		Flood Zone: AE	Flood Elev: 9'

REVISIONS AND/OR ADDITIONS
8/1/02: add. grades
01/27/05: Located building, berms, asphalt
6/12/12: Updated, no changes
c:\drawings\stock island\transfer station 3

ENGINEERS PLANNERS SURVEYORS
3152 Northside Drive
Suite 201
Key West, Fl. 33040
(305) 293-9466
Fax: (305) 293-9237
fhildebrandt@bellsouth.net
L.B. No. 7700

Prepared by and return to:
Chelsea C. Vanadia
Attorney at Law
Smith Hawks, PL
138 Simonton Street
Key West, FL 33040
305-296-7227

Survey Affidavit

No Boundary changes

BEFORE ME, the undersigned authority, duly authorized to take acknowledgments and administer oaths, personal appeared Rebecca Ritter, as Vice President and Secretary of Robbie's Safe Harbor Marine Enterprises, Inc., a Florida for profit corporation ("Affiant"), who deposes and says under penalties of perjury that:

1. This affidavit is made with regard to the property located at 7281 Shrimp Road, Stock Island, FL; Parcel ID: 00123660-000000; Alternate Key: 1157775.

2. Affiant is the Vice President and Secretary of Robbie's Safe Harbor Marine Enterprises, Inc., a Florida for profit corporation, the owner of the real property described under item 1 above ("Property").

3. Affiant is familiar with the Property.

4. Affiant has reviewed the survey and legal description of the Property prepared by Reece & White Land Surveying, Inc., dated April 22, 2012 ("Survey") attached as Exhibit "A," as previously filed with Monroe County, file # 2012-075.

5. There has been no change in the location of the boundary lines of the Property since the Survey.

6. This affidavit is made to connection with that certain LUD Map Amendment Application filed with Monroe County Florida, bearing the File #2019-062 commonly known as the Safe Harbor Overlay District.

Robbie's Safe Harbor Marine Enterprises, Inc.,
a Florida for profit corporation

By: _____
Rebecca Ritter, Vice President and Secretary

State of Florida
County of Monroe

The foregoing instrument was sworn to and subscribed before me this 21th day of June, 2019 by Rebecca Ritter, Vice President and Secretary of Robbie's Safe Harbor Marine Enterprises, Inc., a Florida for profit corporation. She [✓] is personally known to me or [_] has produced a driver's license as identification.

[Notary Seal]

BRANDI GREEN
MY COMMISSION # FF 965988
EXPIRES: June 29, 2020
Bonded Thru Notary Public Underwriters

Brandi Green
Notary Public

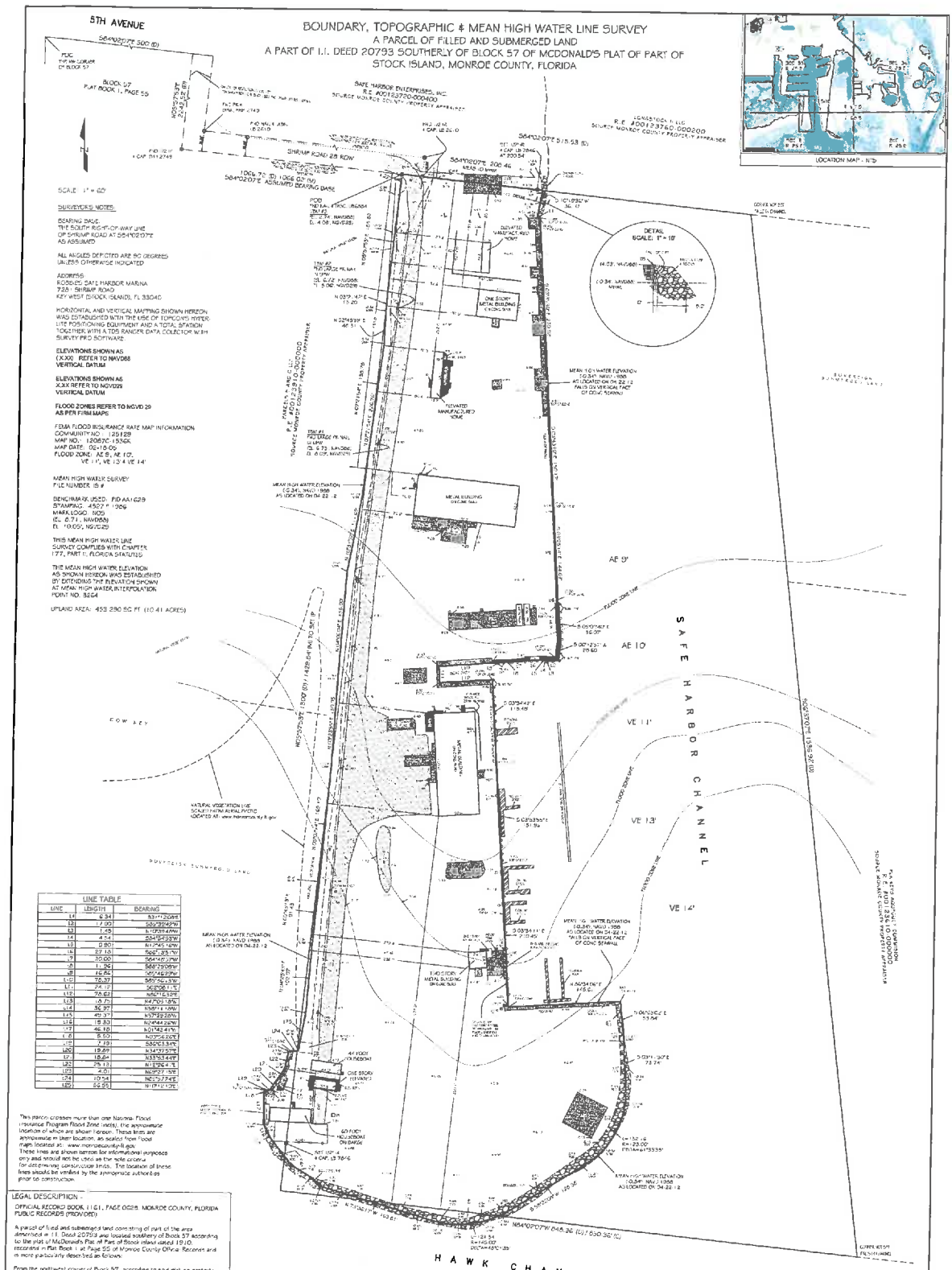
Printed Name: Brandi Green

My Commission Expires: 06/29/2020

BOUNDARY, TOPOGRAPHIC & MEAN HIGH WATER LINE SURVEY

A PARCEL OF FILLED AND SUBMERGED LAND

A PART OF I.I. DEED 20793 SOUTHERLY OF BLOCK 57 OF MCDONALD'S PLAT OF PART OF STOCK ISLAND, MONROE COUNTY, FLORIDA



SCALE: 1" = 60'

SURVEYOR'S NOTES:

BEARING BASE:
THE SOUTH RIGHT-OF-WAY LINE OF SHRIMP ROAD AT S54°40'20"E AS ASSUMED

ALL ANGLES DEPICTED ARE 90 DEGREES UNLESS OTHERWISE INDICATED

ADDRESS:
ROBBIES SAFE HARBOR MARINA
728 I SHRIMP ROAD
KEY WEST (STOCK ISLAND), FL 33040

HORIZONTAL AND VERTICAL MAPPING SHOWN HEREON WAS ESTABLISHED WITH THE USE OF TOPCON'S HYPER-LITE POSITIONING EQUIPMENT AND A TOTAL STATION TOGETHER WITH A TDS RANGER DATA COLLECTOR WITH SURVEY PRO SOFTWARE

ELEVATIONS SHOWN AS (X.XX) REFER TO NAVD88 VERTICAL DATUM

ELEVATIONS SHOWN AS X.XX REFER TO NGVD29 VERTICAL DATUM

FLOOD ZONES REFER TO NGVD 29 AS PER FIRM MAPS

FEMA FLOOD INSURANCE RATE MAP INFORMATION
COMMUNITY NO.: 125129
MAP NO.: 12087C 1526L
MAP DATE: 02-18-05
FLOOD ZONE: AE 9, AE 10, VE 11, VE 13 & VE 14'

MEAN HIGH WATER SURVEY
FILE NUMBER: 15 #

BENCHMARK USED: PID AA1628
STAMPING: 4507 F 1966
MARK LOGO: NOS
(E: 6.71 NAVD88)
(E: 10.05 NGVD29)

THIS MEAN HIGH WATER LINE SURVEY COMPLIES WITH CHAPTER 177, PART II, FLORIDA STATUTES

THE MEAN HIGH WATER ELEVATION AS SHOWN HEREON WAS ESTABLISHED BY EXTENDING THE ELEVATION SHOWN AT MEAN HIGH WATER INTERPOLATION POINT NO. 5664

UPLAND AREA: 453,290 SQ. FT. (10.41 ACRES)

LINE TABLE		
LINE	LENGTH	BEARING
L1	6.34	S31°12'06"E
L2	1.00	S50°35'42"W
L3	1.45	N12°31'46"W
L4	4.54	S84°52'33"W
L5	0.80	N12°45'10"W
L6	27.18	S50°35'10"W
L7	30.00	S64°40'27"W
L8	11.96	S62°29'06"W
L9	16.64	S65°46'29"W
L10	75.37	S61°56'33"W
L11	24.12	S50°08'11"E
L12	70.62	N55°15'53"E
L13	16.75	N42°03'18"E
L14	32.97	N58°11'10"W
L15	40.37	N33°23'20"W
L16	19.80	N24°44'26"W
L17	46.18	N21°43'41"W
L18	8.50	N03°54'50"E
L19	7.19	S80°03'34"E
L20	19.69	N34°37'57"E
L21	18.64	N33°53'44"E
L22	25.13	N11°26'41"E
L23	4.01	N09°27'13"E
L24	10.54	N25°27'45"E
L25	56.55	N11°12'13"E

This parcel crosses more than one National Flood Insurance Program Flood Zone (rate), the approximate location of which are shown hereon. These lines are approximate in their location, as scaled from flood maps located at: www.monroecounty-fl.gov. These lines are shown hereon for informational purposes only and should not be used as the sole criteria for determining construction limits. The location of these lines should be verified by the appropriate authorities prior to construction.

LEGAL DESCRIPTION:

OFFICIAL RECORD BOOK 1161, PAGE 0228, MONROE COUNTY, FLORIDA PUBLIC RECORDS (PROVIDED):

A parcel of filled and submerged land consisting of part of the area described in I.I. Deed 20793 and located southerly of Block 57 according to the plat of McDonald's Plat of Part of Stock Island dated 1910, recorded in Plat Book 1 at Page 55 of Monroe County Official Records and is more particularly described as follows:

From the northwest corner of Block 57, according to said plat go easterly along the southerly line of Fifth Avenue a distance of 500 feet to a point; thence at right angles and southerly a distance of 236.52 feet to a point; thence at right angles and easterly a distance of 1066.72 feet to a point which point is the point of beginning. Thence continue easterly along the prolongation of the previously described course a distance of 515.53 feet to a point; thence southeasterly making a deflection angle of 77 degrees 35 minutes with the prolongation of the previously described course a distance of 1,536.92 feet to a point; thence westerly making a deflection angle of 102 degrees 35 minutes with the prolongation of the previously described course a distance of 848.36 feet to a point; thence northerly and at right angles a distance of 1,500 feet back to the point of beginning. Containing 23.46 acres, more or less.

REVISION 04-22-12: ADD MEAN HIGH WATER LINE, TOPOGRAPHY & UPLAND SQ. FT. (INV. #1204001) - JM

CERTIFIED TO:
ROBBIES SAFE HARBOR MARINE ENTERPRISES, INC

REECE & WHITE
LAND SURVEYING, INC.
PROFESSIONAL SURVEYOR AND MAPPER LB 7845
27 MADISON AVENUE, KEY WEST, FL 33040
OFFICE: (305) 872-3348
FAX: (305) 872-3532

PAVEMENT | WOOD DECKING | CONCRETE

KBP CONSULTING, INC.

December 11, 2018

Barton W. Smith, Esq.
Smith Hawks
138 Simonton Street
Key West, Florida 33040

Re: Safe Harbor Community Center – Stock Island, Florida
FLUM Traffic Statement

Dear Bart:

Per your request, KBP Consulting, Inc. has prepared this traffic impact statement associated with the Land Development Regulation Text Amendment Application for the proposed Safe Harbor Community Center Overlay District on Stock Island, Monroe County, Florida. This proposed District will consist of an area bounded by Front Street to the east, Fourth Avenue to the north, Fifth Avenue to the north, Shrimp Road to the west, and Shrimp Road to the south but excluding that certain property owned by the Utility Board of the City of Key West and Florida Keys Aqueduct Authority bounded by Front Street to the east.

Specifically, as it relates to this proposed District and traffic impacts, there will be an increase in the maximum density for hotel / motel development. Currently, the maximum density for this use within the +/- 50-acre area (upland area) is 15 units per acre. The proposed density will be 20 units per acre with a minimum open space requirement of 0.20. The resulting increase in hotel / motel units is four (4) units per acre for a total increase of 240 hotel / motel units.

The maximum Floor Area Ratios (FARs) for the remaining land uses do not change. However, for clarification purposes, the FAR for the light industrial use has been adjusted to 0.60 in accordance with Policy 101.5.25 of the County's Comprehensive Plan.

Trip Generation Analysis

A trip generation analysis has been conducted for the purposes of estimating the increase in traffic associated with the proposed increase in density for the hotel / motel land use. The trip generation analysis is based upon information contained in the Institute of Transportation Engineer's (ITE) *Trip Generation Manual (10th Edition)*. According to the subject ITE manual, the most appropriate land use category for the subject use is Land Use #310 – Hotel. The trip generation rates and equations used to determine the vehicle trips associated with this analysis are shown below.

Hotel – ITE Land Use #310

- Weekday (wt. avg.): T = 7.99 (X)
  where T = number of trips and X = number of rooms
- AM Peak Hour: T = 0.50 (X) – 5.34 (59% in / 41% out)
- PM Peak Hour: T = 0.75 (X) – 26.02 (51% in / 49% out)

8400 North University Drive, Suite 309, Tamarac, Florida 33321
Tel: (954) 560-7103 Fax: (954) 582-0989

Table 1 below summarizes the increase vehicle trips expected to be produced by the proposed increase in the hotel / motel density within the Safe Harbor Community Center Overlay on Stock Island.

Table 1
Trip Generation Summary
Safe Harbor Community Center Overlay - Stock Island, Florida

Land Use	Proposed Increase	Daily Trips	AM Peak Hour Trips			PM Peak Hour Trips		
			In	Out	Total	In	Out	Total
Proposed Hotel	240 Rooms	1,918	68	47	115	79	75	154

Compiled by: KBP Consulting, Inc. (December 2018).
Source: Institute of Transportation Engineers (ITE) Trip Generation Manual (10th Edition).

As indicated in this table, the net increase in external vehicle trips anticipated to be generated by the proposed increase in density consists of approximately 1,918 vehicle trips during a typical day, 115 vehicle trips during the weekday AM peak hour (68 inbound and 47 outbound), and 154 vehicle trips during the weekday PM peak hour (79 inbound and 75 outbound).

Trip Distribution

A trip distribution analysis was performed based on the nearby population areas (as documented in the Monroe County Traffic Report Guidelines Manual), the existing transportation network, the location of the subject project, and engineering judgment. Most of the project-related trips are anticipated to access US 1 / Overseas Highway. Table 2 below summarizes the anticipated trip distribution for the Safe Harbor Community Center Overlay.

Table 2
Safe Harbor Community Center Overlay
Project Trip Distribution
Stock Island, Florida

Direction	Distribution (%)
East (US 1 North)	30%
West (US 1 South)	55%
South Side of Stock Island (Local)	15%
North Side of Stock Island	0%

Source: Based upon population data contained within the Monroe County Traffic Report Guidelines Manual.

Link Analysis

The link analysis compares the maximum number of reserve trips on Overseas Highway / US 1 through Stock Island and Boca Chica (per Monroe County's Level of Service and Reserve Capacity Table) with the project's traffic impacts. Based upon a 55% / 30% / 15% trip distribution, the project will add a maximum of 1,055 daily trips (55% of the additional 1,918 daily trips) to Segment Number 1 (Stock Island) and 575 daily trips (30% of the additional 1,918 daily trips) to Segment 2 (Boca Chica).

According to Monroe County's Level of Service and Reserve Capacity Table (see Attachment A), Segment Number 1 has 1,348 trips of available reserve capacity and Segment 2 has 6,071 trips of available reserve capacity. Therefore, Overseas Highway / US 1 through Stock Island and Boca Chica has available capacity to absorb the maximum impacts generated by the proposed increase in hotel / motel density within the Safe Harbor Community Center Overlay.

Summary

In summary, the proposed increase in density associated with the Safe Harbor Community Center Overlay is projected to generate a maximum of approximately 1,918 new daily trips, approximately 115 new AM peak hour trips, and approximately 154 new trips during the typical afternoon peak period. Both of the directly impacted segments of Overseas Highway / US 1 have sufficient capacity to absorb the additional traffic loads created by the increase in the number of trips.

If you have any questions or require additional information, please do not hesitate to contact me.

Sincerely,

KBP CONSULTING, INC.

Karl B. Peterson, P.E.
Florida Registration Number 49897
Engineering Business Number 29939

8400 North University Drive, Suite 309, Tamarac, Florida 33321
Tel: (954) 560-7103 Fax: (954) 582-0989

Attachment A

2017 Level of Service and Reserve Capacity Table

2017 LEVEL OF SERVICE AND RESERVE CAPACITY

SEGMENT	LENGTH (miles)	FACILITY TYPE	POSTED SPEED		ADJ. FOR SIGNAL (mph)	ADJUSTED LOS C CRITERIA (mph)	MEDIAN TRAVEL SPEED (mph)	LOS	RESERVE SPEED (mph)	2017		2015	
			Limits (mph)	Average (mph)						MAXIMUM RESERVE DAILY VOLUME (trips)	5% ALLOCATION BELOW LOS C (trips)	MAXIMUM RESERVE DAILY VOLUME (trips)	5% ALLOCATION BELOW LOS C (trips)
1 Stock Island (4.0 - 5.0)	1.10	4-L/D	30/45	42.6	N/A	22.0	29.4	B	7.4	1,348	N/A	1,986	N/A
2 Boca Chica (5.0- 9.0)	3.9	4-L/D	45/55	54.7	N/A	50.2	59.6	A	9.4	6,071	N/A	5,167	N/A
3 Big Coppitt (9.0- 10.5)	1.5	2-L/U	45/55	45.7	N/A	41.2	45.6	B	5.4	1,341	N/A	1,292	N/A
4 Saddlebunch (10.5- 16.5)	5.8	2-L/U	45/55	53.6	N/A	49.1	53.3	B	4.2	4,034	N/A	2,497	N/A
5 Sugarloaf (16.5- 20.5)	3.9	2-L/U	45	45.0	4.5	36.0	48.3	A	12.3	7,944	N/A	7,363	N/A
6 Cudjoe (20.5- 23.0)	2.5	2-L/U	45	45.0	N/A	40.5	48.2	A	7.7	3,188	N/A	2,650	N/A
7 Summerland (23.0- 25.0)	2.2	2-L/U	45	45.0	N/A	40.5	45.0	B	4.5	1,639	N/A	1,312	N/A
8 Ramrod (25.0- 27.5)	2.3	2-L/U	45	45.0	N/A	40.5	46.1	B	5.6	2,133	N/A	2,323	N/A
9 Torch (27.5- 29.5)	2.1	2-L/U	45	45.0	N/A	40.5	47.7	A	7.2	2,504	N/A	2,434	N/A
10 Big Pine (29.5- 33.0)	3.4	2-L/U	45	45.0	3.4	37.1	39.4	C	2.3	1,285	N/A	394	N/A
11 Bahia Honda (33.0- 40.0)	7.0	2-L/U (70%) 4-L/D (30%)	45/50/55	52.4	N/A	47.9	53.7	B	5.8	6,723	N/A	5,448	N/A
12 7-Mile Bridge (40.0- 47.0)	6.8	2-L/U	45/50/55	54.6	N/A	50.1	53.3	B	3.2	3,603	N/A	2,703	N/A
13 Marathon (47.0- 54.0)	7.3	2-L/U (13%) 4-L/D (87%)	35/45	42.3	N/A	22.0	37.9	A	15.9	19,221	N/A	19,221	N/A
14 Grassy (54.0- 60.5)	6.4	2-L/U	45/55	54.5	1.5	48.5	51.6	C	3.1	3,286	N/A	3,286	N/A
15 Duck (60.5- 63.0)	2.7	2-L/U	55	55.0	N/A	50.5	53.3	C	2.8	1,252	N/A	1,788	N/A
16 Long (63.0- 73.0)	9.9	2-L/U	40/45/50/55	53.4	N/A	48.9	50.5	C	1.5	2,459	N/A	5,902	N/A
17 L Matecumbe (73.0- 77.5)	4.5	2-L/U	50/55	54.0	N/A	49.5	49.8	C	0.3	224	N/A	(894)	967
18 Tea Table (77.5- 79.5)	2.2	2-L/U	45/55	54.1	N/A	49.6	47.6	D	-1.9	(692)	193	(401)	458
19 U Matecumbe (79.5- 84.0)	4.1	2-L/U	30/40/45	45.0	N/A	40.5	39.2	D	-1.3	(883)	622	1,494	N/A
20 Windley (84.0- 86.0)	1.9	2-L/U	30/40/45	45.0	N/A	40.5	41.0	C	0.5	157	N/A	378	N/A
21 Plantation (86.0- 91.5)	5.8	2-L/U	45	45.0	3.4	37.1	40.5	B	3.4	3,286	N/A	1,057	N/A
22 Tavernier (91.5- 99.5)	8.0	4-L/D	45/50	47.2	2.0	40.7	47.4	A	6.7	8,876	N/A	10,468	N/A
23 Key Largo (99.5- 106.0)	6.6	4-L/D	45	45.0	3.5	37.0	44.4	A	7.4	8,333	N/A	8,558	N/A
24 Cross (106.0- 112.5)	6.2	2-L/U	45/55	51.4	N/A	46.9	52.7	B	5.7	5,552	N/A	4,723	N/A
Overall	108.3					45.0	46.0	C	1.0	18,547			

Safe Harbor Community Center Overlay

Property Owner	RE	Size	Hotel Density Existing	Proposed	Difference	Working Waterfront Use	Total Upland
Robbie's Safe Harbor Marine Enterprises, Inc.	00123660-000000	10.41	124	166.00	42	80%	8.328
Safe Harbor Enterprises, Inc.	00123731-000000	0.39	4	6.00	2	0%	0
Longstock II, LLC	00123761-000100	12.17	146	194.00	48	50%	6.085
Longstock II, LLC	00123761-000200		0	0.00	0	0%	0
Longstock II, LLC	00123761-000300		0	0.00	0		0
Longstock II, LLC	00123761-000500		0	0.00	0		0
Longstock II, LLC	00123761-000600		0	0.00	0		0
Longstock II, LLC	00123761-000700		0	0.00	0		0
Longstock II, LLC	00123761-000800		0	0.00	0		0
Longstock II, LLC	00123761-000900		0	0.00	0		0
Longstock II, LLC	00123761-001000		0	0.00	0		0
SIMV Hotel 1 LLC	00123762-000000		0	0.00	0		0
Constellation Yachts, Inc.	00123761-000400		0	0.00	0		0
Constellation Yachts, Inc.	00123730-000100	0.76	9	12.00	3	100%	0.76
Benjamin Bernstein Trust	00123730-000200	0.04	0	0.00	0	100%	0.04
Benjamin Bernstein Trust	00123770-000000	9.52	114	152.00	38	90%	8.568
Benjamin Bernstein Trust	00127290-000000		0	0.00	0		0
Benjamin Bernstein Trust	00127380-000000		0	0.00	0		0
Benjamin Bernstein Trust	00127250-000000		0	0.00	0		0
Key West Transfer Station & Hauling Service, Inc.	00127280-000000		0	0.00	0		0
K W Resort Utilities Corp.	00123600-000102	2.51	30	40.00	10	0%	0
Safe Harbour Properties LLC	00123600-000101	2	24	32.00	8	0%	0
Bama One, LLC	00123590-000000	2.2	26	35.00	9	25%	0.55
Harbor Bay Investments, LLC	00123570-000000	0.43	5	6.00	1	100%	0.43
Harbor Bay Investments, LLC	00123800-000101	1.31	15	20.00	5	0%	0
Keys Fresh Seafood LLC	00123800-000102	0.96	11	15.00	4	0%	0
JKYD LLC	00123540-000000	0.92	11	14.00	3	100%	0.92
Byron Colley J. and Tonita Davis	00123720-000400	4.2	50	67.00	17	0%	0
Totals	00127280-000200	0.40	4	6.00	2	0%	0
		48.22174	573	765	192	0.532560573	25.681
		192.887					

Total Waterfront use

53%

Prepared by and return to:
Chelsea C. Vanadia
Attorney at Law
Smith Hawks, PL
138 Simonton Street
Key West, FL 33040
305-296-7227

Survey Affidavit

No Boundary Changes

BEFORE ME, the undersigned authority, duly authorized to take acknowledgments and administer oaths, personal appeared Dorothy A. Guy, as Manager of Bama One, LLC, a Florida limited liability company ("Affiant"), who deposes and says under penalties of perjury that:

1. This affidavit is made with regard to the property located at Vacant Land, Stock Island, FL; Parcel ID: 00123570-000000; Alternate Key: 1157686.

2. Affiant is the Manager of Bama One, LLC, a Florida limited liability company, the owner of the real property described under item 1 above ("Property").

3. Affiant is familiar with the Property.

4. Affiant has reviewed the survey and legal description of the Property prepared by J. Lynn O'Flynn, Inc., dated May 7, 2012 ("Survey") attached as Exhibit "A," as previously filed with Monroe County, file # 2012-075.

5. There has been no change in the location of the boundary lines of the Property since the Survey.

6. This affidavit is made to connection with that certain LUD Map Amendment Application filed with Monroe County Florida, bearing the File #2019-062 commonly known as the Safe Harbor Overlay District.

Bama One, LLC, a Florida limited liability company

By: _____
Dorothy A. Guy, Manager

State of Florida
County of Monroe

The foregoing instrument was sworn to and subscribed before me this 25th day of June, 2019 by Dorothy A. Guy, Manager of Bama One, LLC, a Florida limited liability company. She [✓] is personally known to me or [_] has produced a driver's license as identification.

[Notary Seal]

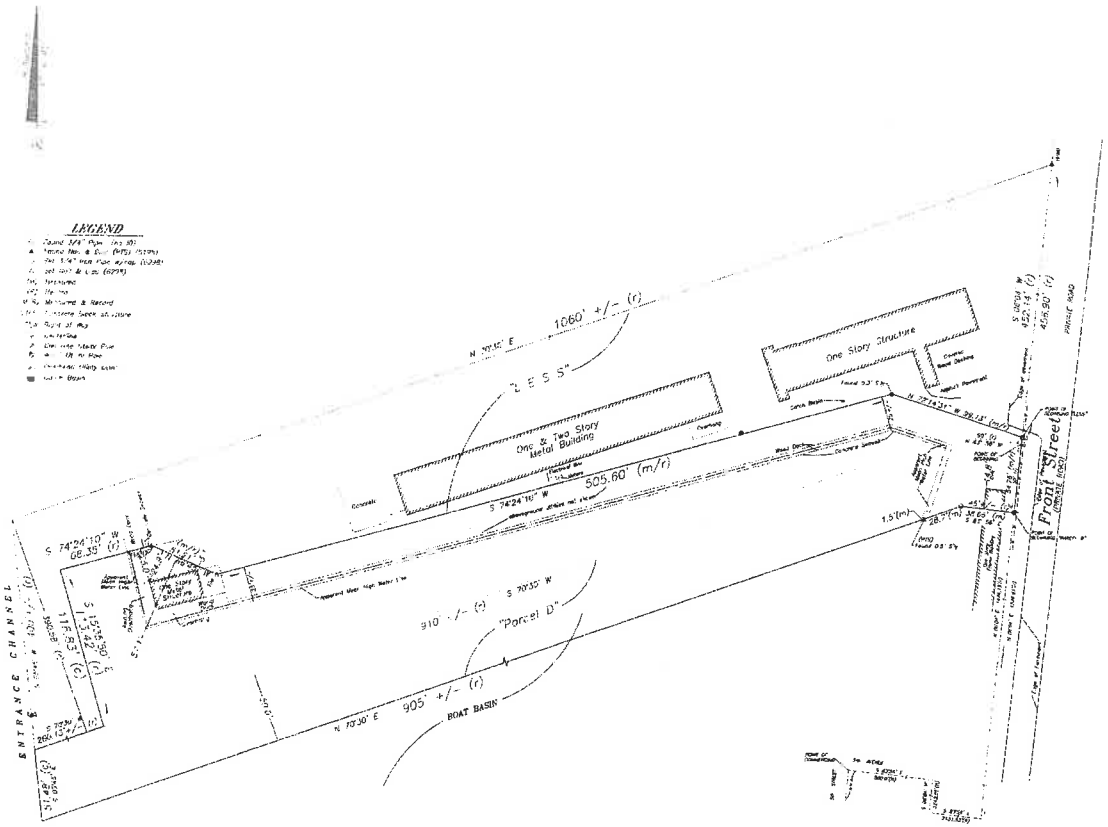
BRITNEY B. ALAYON
MY COMMISSION # FF 995885
EXPIRES: August 22, 2020
Bonded Thru Notary Public Underwriters

Notary Public

Printed Name: Britney Alayon

My Commission Expires: 8/22/20

Exhibit "A"



NOTES:
1. The legal description shown hereon was furnished by the client or their agent.
2. Underground foundations and utilities were not located.
3. All angles are 90° (Measured & Record) unless otherwise noted.
4. Street address: Front Street, Stock Island, FL.
5. This survey is not valid without the signature and the original raised seal of a Florida licensed surveyor and mapper.
6. Lands shown hereon were not abstracted for rights-of-way, easements, ownership, or other instruments of record.
7. Bearings are assumed and based on the S'ly R/W line of Fifth Avenue as S83°56'E
8. Date of field work: July 1, 2005.
9. Ownership of fences is undeterminable, unless otherwise noted.
10. The "Apparent Mean High Water Line" shown hereon does not purport to establish the actual Mean High Water Line for tidal boundary purposes.
11. Upland area: 18,870 square feet, more or less.

BOUNDARY SURVEY OF:
A tract of land on Stock Island, Monroe County, Florida, and being more particularly described by metes and bounds as follows:
COMMENCING at the intersection of the Southerly right-of-way line of Fifth Avenue and the Easterly right-of-way line of Fifth Street of the Plat of Stock Island, recorded in Plat Book 1, Page 55 of the Public Records of Monroe County, Florida, bear South 83°56' East 500.00 feet; thence bear South 06°04' West, 2242.25 feet; thence bear South 83°56' East, 2131.53 feet; thence bear North 06°04' East, 1524.15 feet to the Point of Beginning of the tract of land hereinafter described; from said Point of Beginning bear North 83°56' West for a distance of 50.00 feet to a point; thence bear South 70°30' West for a distance of 910 feet, more or less, to the centerline of the Entrance Channel; thence bear North 05°45' West along the centerline of said Entrance Channel for a distance of 400 feet, more or less, to a point which is 390.58 feet measured at right angles to the preceding course; thence bear North 70°30' East for a distance of 1,060 feet, more or less, to a point which is bearing North 06°04' East from the Point of Beginning; thence bear South 06°04' West for a distance of 458.90 feet back to the Point of Beginning.

LESS AND EXCEPT THE FOLLOWING:

A tract of land on Stock Island, Monroe County, Florida, and being more particularly described by metes and bounds as follows:
COMMENCING at the intersection of the Southerly right-of-way line of Fifth Avenue and the Easterly right-of-way line of Fifth Street of the Plat of Stock Island, recorded in Plat Book 1, Page 55 of the Public Records of Monroe County, Florida, bear South 83°56' East 500.00 feet, thence bear South 06°04' West, 2242.25 feet; thence bear South 83°56' East, 2131.53 feet; thence bear North 06°04' East, 1528.91 feet to the Point of Beginning of the tract of land hereinafter described; thence bear North 72°14'31" West, 99.13 feet to a point; thence bear South 74°24'10" West along a line parallel with and 25 feet Northwesterly of the outside face of an existing concrete seawall, 505.60 feet to a point; thence bear North 66°45' West, 51.21 feet to a point on the outside face of an existing concrete seawall; thence bear South 74°24'10" West along the outside face of an existing concrete seawall, 68.35 feet to a point, thence bear South 15°35'50" East parallel to the outside face of an existing concrete seawall, 113.42 feet to a point; thence bear South 70°30' West, 280.13 feet more or less to a point on the centerline of the entrance channel; thence bear North 05°45' West, along the said centerline of the entrance channel, 400 feet more or less to a point 390.58 feet distant from and measured at right angles to the preceding course; thence bear North 70°30' East for a distance of 1060 feet, more or less, to a point which is bearing North 06°04' East and distant 452.14 feet from the Point of Beginning; thence bear South 06°04' West for a distance of 152.14 feet back to the Point of Beginning.

PARCEL D:
A strip of land and water on a part of Stock Island, Monroe County, Florida, and being more particularly described by metes and bounds as follows: COMMENCING at the intersection of the Southerly right-of-way line of Fifth Avenue and the Easterly right-of-way line of Fifth Street of the Plat of Stock Island, recorded in Plat Book 1, Page 55 of the Public Records of Monroe County, Florida, bear South 83°56' East 500.00 feet; thence bear South 06°04' West, 2242.25 feet; thence bear South 83°56' East, 2131.53 feet; thence bear North 06°04' East, 1,474.15 feet to the Point of Beginning of the strip of land and water hereinafter described, from said Point of Beginning, continue bearing North 06°04' East 50 feet; thence bear North 83°56' West, 50 feet; thence bear South 70°30' West, 910 feet, more or less, to a point on the centerline of an Entrance Channel; thence bear South 05°45' East along said centerline to a point which is 50 feet, measured at right angles to the preceding course, thence bear North 70°30' East, 905 feet, more or less, to a point which is bearing North 83°56' West from the Point of Beginning; thence bear South 83°56' East, 45 feet, more or less, back to the Point of Beginning.

BOUNDARY SURVEY FOR: Bama One, LLC;

J. LYNN O'FLYNN, INC.

J. Lynn O'Flynn, PSM
Florida Reg #6298

THIS SURVEY IS NOT ASSIGNABLE

RECEIVED
MAY 21 2012
2012-075
MONROE COUNTY PLANNING DEPT.

Boundary Survey Map of
BAMA ONE LLC
Stock Island, Monroe County, FL

J. LYNN O'FLYNN, Inc.
Professional Surveyor & Mapper
PSM #6298

DRAWN BY: KTG
CHECKED BY: JLO
DATE: 7-1-05

REVISIONS:
1. Title Block Updated Area 5/21/12

DATE: 5/21/12

SHEET 1 OF 1

Not valid without the signature and original raised seal of a Florida licensed Surveyor and Mapper

Prepared by and return to:
Chelsea C. Vanadia
Attorney at Law
Smith Hawks, PL
138 Simonton Street
Key West, FL 33040
305-296-7227

Survey Affidavit

No Boundary Changes

BEFORE ME, the undersigned authority, duly authorized to take acknowledgments and administer oaths, personally appeared Roger M. Bernstein, as Co-Trustee of the Benjamin Bernstein Residuary Trust B u/t/w ("Affiant"), who deposes and says under penalties of perjury that:

1. This affidavit is made with regard to the following described property:

   See attached Exhibit "A"

2. Affiant is the Co-Trustee of the Benjamin Bernstein Residuary Trust B u/t/w, the owner of the real property described under item 1 above ("Property").

3. Affiant is familiar with the Property.

4. Affiant has reviewed the survey and legal description of the Property prepared by Reece & White Land Surveying, Inc., dated July 29, 2014 ("Survey") attached as Exhibit "B". Such survey was previously submitted and approved with that Development Agreement approved by Monroe County Board of County Commissions Resolution No. 155-2015, recorded in Monroe County Official Records Book 2756, Page 1023.

5. There has been no change in the location of the boundary lines of the Property since the Survey.

6. This affidavit is made to connection with that certain LUD Map Amendment Application filed with Monroe County Florida, bearing the File #2019-062 commonly known as the Safe Harbor Overlay District.

Benjamin Bernstein Residuary Trust B u/t/w

By: _____
Roger M. Bernstein, Co-Trustee

State of Florida
County of Miami-Dade

The foregoing instrument was sworn to and subscribed before me this 11th day of July, 2019 by Roger M. Bernstein, Co-Trustee of the Benjamin Bernstein Residuary Trust B u/t/w. He [ ] is personally known to me or [✓] has produced a driver's license as identification.

[Notary Seal]

Jeannine N. Rodriguez
COMMISSION # GG037756
EXPIRES: Oct. 22, 2020
Bonded Thru Aaron Notary

Notary Public
Printed Name: Jeannine Rodriguez

My Commission Expires: 10/22/2020

Exhibit "A"

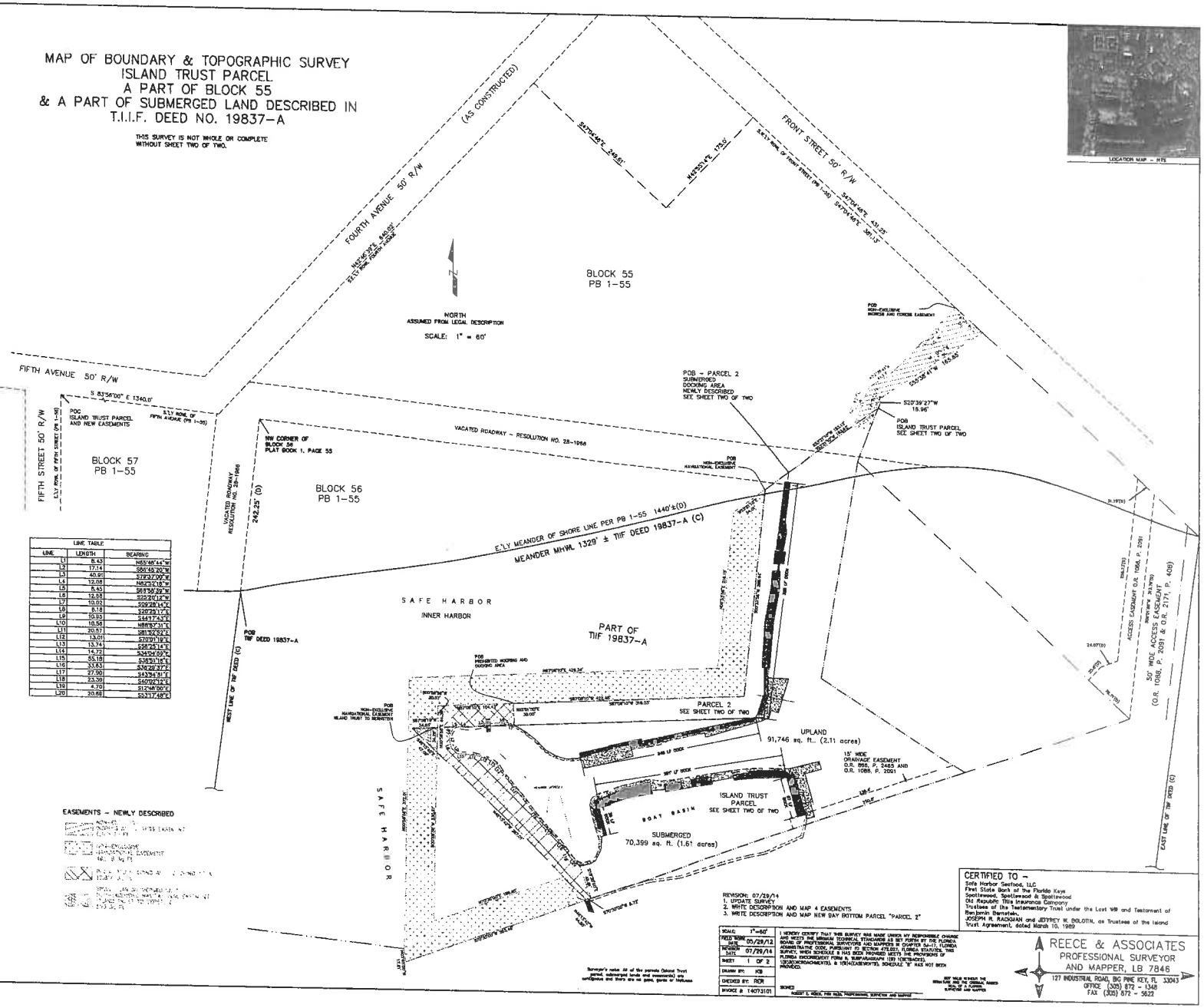
Parcel ID: 00123770-000000
Physical Address: Vacant Lot, Stock Island
Alternate Key: 1157911

Parcel ID: 00127250-000000
Physical Address: 5700 4th Avenue, Stock Island
Alternate Key: 1161462

MAP OF BOUNDARY & TOPOGRAPHIC SURVEY
ISLAND TRUST PARCEL
A PART OF BLOCK 55
& A PART OF SUBMERGED LAND DESCRIBED IN T.I.I.F. DEED NO. 19837-A

THIS SURVEY IS NOT WHOLE OR COMPLETE WITHOUT SHEET TWO OF TWO.

LOCATION MAP - N.T.S.



LINE TABLE		
LINE	LENGTH	BEARING
L1	8.43	N65°48'44"W
L2	17.14	S66°45'20"W
L3	40.91	S72°37'00"W
L4	12.08	N82°52'18"W
L5	8.45	S83°56'39"W
L6	12.58	S22°20'12"W
L7	10.02	S39°28'14"E
L8	8.18	S20°29'17"E
L9	10.95	S44°17'43"E
L10	10.56	N89°37'31"E
L11	20.57	S81°32'32"E
L12	13.01	S70°01'18"E
L13	13.74	S58°25'14"E
L14	14.72	S34°04'02"E
L15	55.18	S38°31'15"E
L16	33.63	S36°28'37"E
L17	27.90	S43°34'31"E
L18	23.59	S40°02'12"E
L19	4.70	S12°48'00"E
L20	20.68	S53°17'48"E

EASEMENTS - NEWLY DESCRIBED

REVISION: 07/29/14
1. UPDATE SURVEY
2. WRITE DESCRIPTION AND MAP 4 EASEMENTS
3. WRITE DESCRIPTION AND MAP NEW DAY BOTTOM PARCEL "PARCEL 2"

SCALE:	1"=60'
FIELD WORK DATE	05/28/12
PROMEDE DATE	07/29/14
SHEET	1 OF 2
DRAWN BY:	KB
CHECKED BY:	RCR
INVOICE #	14073101

I HEREBY CERTIFY THAT THIS SURVEY WAS MADE UNDER MY RESPONSIBLE CHARGE AND MEETS THE MINIMUM TECHNICAL STANDARDS AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES. THIS SURVEY, WHICH SCHEDULE B HAS BEEN PROVIDED MEETS THE STANDARDS OF FLORIDA ENCUMBRANCE FORM B, SUBPARAGRAPH (3)(b) 1(CEMETERIES), (3)(b)2(ENCROACHMENTS), & (3)(b)4(EASEMENTS), SCHEDULE "B" HAS NOT BEEN PROVIDED.

SIGNED:
ROBERT E. REECE, PSM 5634, PROFESSIONAL SURVEYOR AND MAPPER

SEE SHEET TWO OF TWO FOR LEGAL DESCRIPTION, SCALE OF DRAWING, NOTES, SURVEYOR AND MAPPER

Surveyor's notes: All of the parcels (Island Trust parcel, submerged lands and easements) are contiguous and there are no gaps, gores or hiatuses

CERTIFIED TO -
Sole Harbor Seafood, LLC
First State Bank of the Florida Keys
Spottswood, Spottswood & Spottswood
Old Republic Title Insurance Company
Trustees of the Testamentary Trust under the Last Will and Testament of Benjamin Bernstein,
JOSEPH R. RADIGAN and JEFFREY W. BOLOTIN, as Trustees of the Island Trust Agreement, dated March 10, 1989

REECE & ASSOCIATES
PROFESSIONAL SURVEYOR
AND MAPPER, LB 7846
127 INDUSTRIAL ROAD, BIG PINE KEY, FL 33043
OFFICE (305) 872 - 1348
FAX (305) 872 - 5622

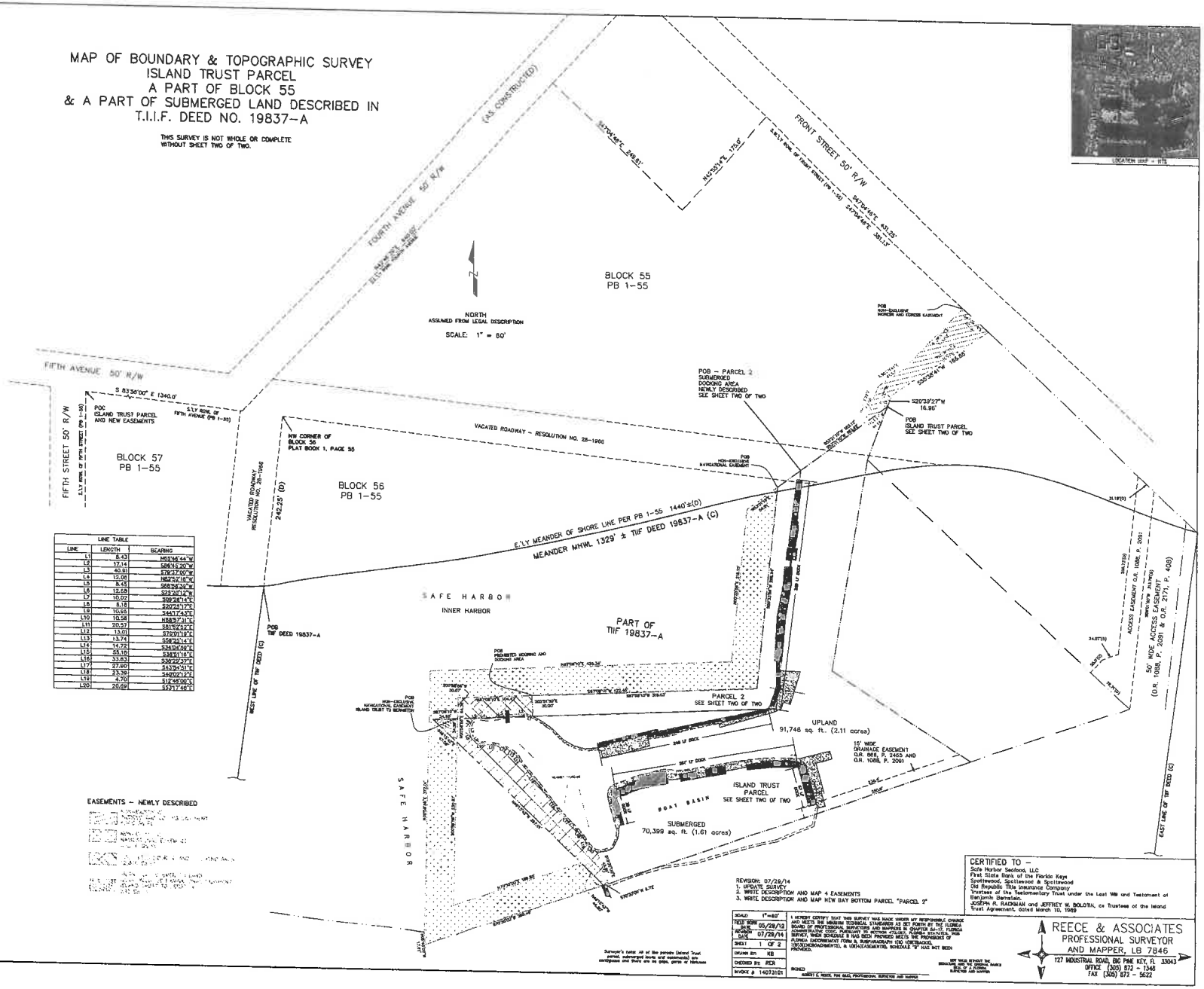
Exhibit "B"

EASEMENTS - NEWLY DESCRIBED

MAP OF BOUNDARY & TOPOGRAPHIC SURVEY
ISLAND TRUST PARCEL
A PART OF BLOCK 55
& A PART OF SUBMERGED LAND DESCRIBED IN T.I.I.F. DEED NO. 19837-A

THIS SURVEY IS NOT WHOLE OR COMPLETE WITHOUT SHEET TWO OF TWO.

LOCATION MAP - NTS



LINE TABLE		
LINE	LENGTH	BEARING
L1	8.43	N55°46'44"W
L2	17.14	S86°45'20"W
L3	40.91	S78°37'00"W
L4	12.06	N82°53'18"W
L5	8.45	S85°56'20"W
L6	12.68	S25°20'12"W
L7	10.02	S09°28'14"E
L8	8.18	S20°28'17"E
L9	10.95	S44°17'43"E
L10	10.58	N88°57'31"E
L11	20.57	S81°52'22"E
L12	13.01	S72°01'19"E
L13	13.74	S56°52'14"E
L14	14.72	S24°04'59"E
L15	55.16	S38°51'16"E
L16	33.83	S30°22'37"E
L17	27.90	S43°54'51"E
L18	23.39	S49°02'12"E
L19	4.70	S12°46'00"E
L20	20.69	S53°17'46"E

EASEMENTS - NEWLY DESCRIBED

REVISION: 07/28/14
1. UPDATE SURVEY
2. WRITE DESCRIPTION AND MAP 4 EASEMENTS
3. WRITE DESCRIPTION AND MAP NEW BAY BOTTOM PARCEL "PARCEL 2"

SCALE	1"=60'
FIELD WORK DATE	05/28/12
REVISED DATE	07/28/14
SHEET	1 OF 2
DRAWN BY	KB
CHECKED BY	RCR
INVOICE #	14073101

I HEREBY CERTIFY THAT THIS SURVEY WAS MADE UNDER MY RESPONSIBLE CHARGE AND MEETS THE MINIMUM TECHNICAL STANDARDS AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 61G-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES. THIS SURVEY, WHICH SCHEDULE B WAS NOT PROVIDED MEETS THE PROVISIONS OF FLORIDA ENCROACHMENT FORM B, PARAPHRASED 100 (METEBACKS), (B)(ENCROACHMENTS), & (B)(4)(EASEMENTS), SCHEDULE "B" WAS NOT BEEN PROVIDED.

SIGNED
ROBERT C. REECE, PSM 6543, PROFESSIONAL SURVEYOR AND MAPPER

SEE TRUE SIGNATURE ON ORIGINAL PAPER OF THIS DOCUMENT REECE & ASSOCIATES SURVEYOR AND MAPPER

Surveyor's notes: All of the parcels (Island Trust parcel, submerged docks and easements) are contiguous and there are no gaps, gores or hiatuses

CERTIFIED TO -
Safe Harbor Seafood, LLC
First State Bank of the Florida Keys
Spottswood, Spottswood & Spottswood
Old Republic Title Insurance Company
Trustees of the Testamentary Trust under the Last Will and Testament of Benjamin Bernstein.
JOSEPH R. RADMAN and JEFFREY M. BOLOTIN, as Trustees of the Island Trust Agreement, dated March 10, 1989

REECE & ASSOCIATES
PROFESSIONAL SURVEYOR
AND MAPPER, LB 7846
127 INDUSTRIAL ROAD, BIG PINE KEY, FL 33043
OFFICE (305) 872 - 1348
FAX (305) 872 - 5622

Prepared by and return to:
Chelsea C. Vanadia
Attorney at Law
Smith Hawks, PL
138 Simonton Street
Key West, FL 33040
305-296-7227

Survey Affidavit

No Boundary Changes

BEFORE ME, the undersigned authority, duly authorized to take acknowledgments and administer oaths, personally appeared Roger M. Bernstein, as Co-Trustee of the Benjamin Bernstein Trust B ("Affiant"), who deposes and says under penalties of perjury that:

1. This affidavit is made with regard to the following described property:

   See attached Exhibit "A"

2. Affiant is the Co-Trustee of the Benjamin Bernstein Trust B, the owner of the real property described under item 1 above ("Property").

3. Affiant is familiar with the Property.

4. Affiant has reviewed the survey and legal description of the Property prepared by Reece & White Land Surveying, Inc., dated July 29, 2014 ("Survey") attached as Exhibit "B". Such survey was previously submitted and approved with that Development Agreement approved by Monroe County Board of County Commissions Resolution No. 155-2015, recorded in Monroe County Official Records Book 2756, Page 1023.

5. There has been no change in the location of the boundary lines of the Property since the Survey.

6. This affidavit is made to connection with that certain LUD Map Amendment Application filed with Monroe County Florida, bearing the File #2019-062 commonly known as the Safe Harbor Overlay District.

Benjamin Bernstein Trust B

By: _____
Roger M. Bernstein, Co-Trustee

State of Florida
County of Miami-Dade

The foregoing instrument was sworn to and subscribed before me this 11th day of July, 2019 by Roger M. Bernstein, Co-Trustee of the Benjamin Bernstein Trust B . He [ ] is personally known to me or [✓] has produced a driver's license as identification.

[Notary Seal]

Jeannine N. Rodriguez
COMMISSION # GG037756
EXPIRES: Oct. 22, 2020
Bonded Thru Aaron Notary

_____
Notary Public

Printed Name: Jeannine Rodriguez

My Commission Expires: 10/22/2020

Exhibit "A"

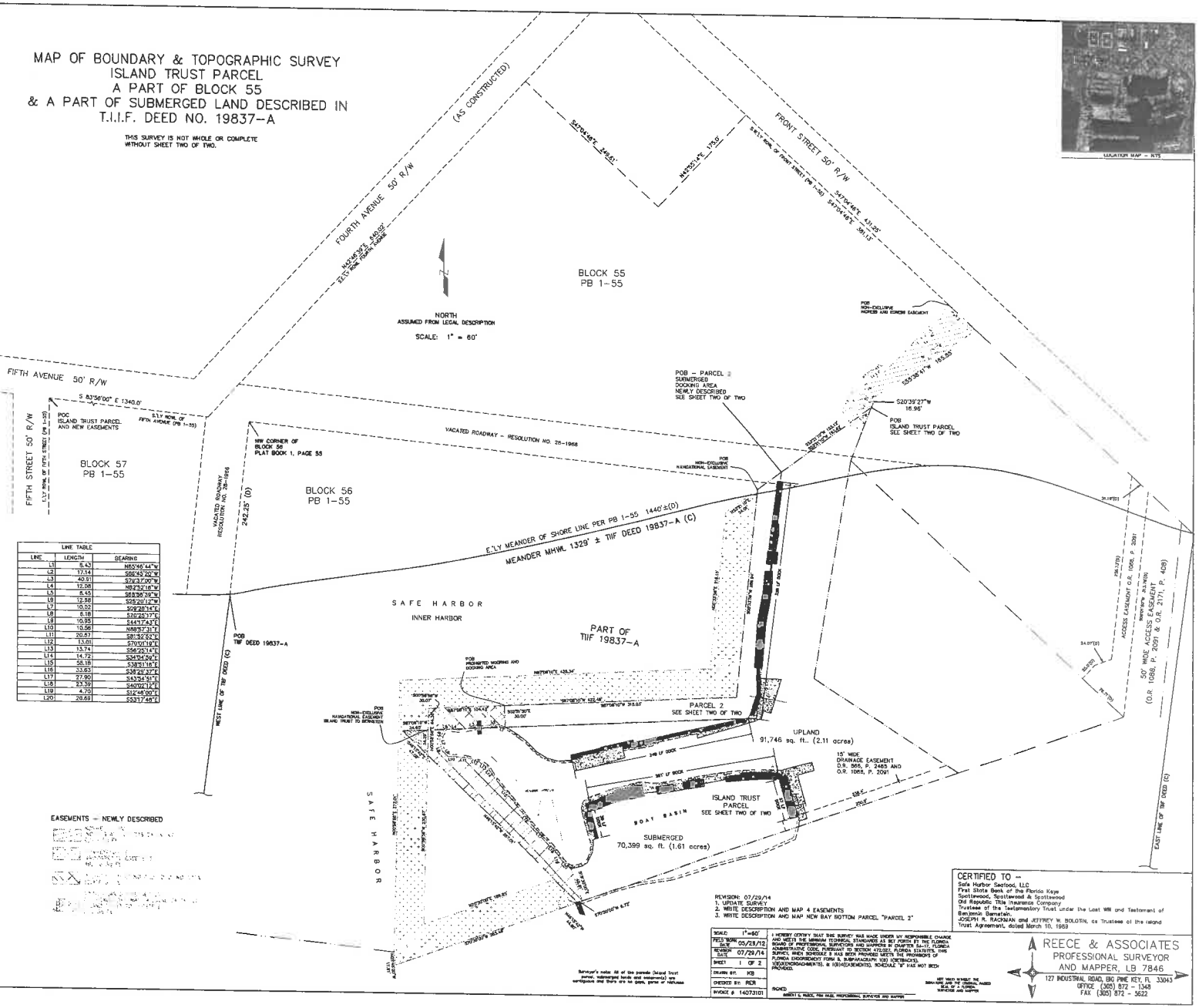
Parcel ID: 00127280-000000
Physical Address: 6460 Front Street, Stock Island
Alternate Key: 1161497

Parcel ID: 00127290-000000
Physical Address: Vacant Land, Stock Island
Alternate Key: 1161501

EASEMENTS – NEWLY DESCRIBED

MAP OF BOUNDARY & TOPOGRAPHIC SURVEY
ISLAND TRUST PARCEL
A PART OF BLOCK 55
& A PART OF SUBMERGED LAND DESCRIBED IN T.I.I.F. DEED NO. 19837–A

THIS SURVEY IS NOT WHOLE OR COMPLETE WITHOUT SHEET TWO OF TWO.



LINE TABLE		
LINE	LENGTH	BEARING
L1	5.43	N55°46'44"W
L2	17.14	S66°45'20"W
L3	40.91	S73°37'00"W
L4	12.08	N82°52'16"W
L5	8.45	S68°36'39"W
L6	12.98	S65°20'12"W
L7	10.02	S09°28'14"E
L8	6.18	S20°25'17"E
L9	10.95	S44°17'43"E
L10	10.56	N58°37'01"E
L11	20.57	S81°32'52"E
L12	13.01	S70°01'19"E
L13	13.74	S56°25'14"E
L14	14.72	S34°54'56"E
L15	56.18	S38°51'16"E
L16	33.63	S34°26'37"E
L17	27.90	S53°54'51"E
L18	23.39	S40°02'12"E
L19	4.70	S12°46'00"E
L20	20.69	S53°17'48"E

EASEMENTS – NEWLY DESCRIBED

REVISION: 07/29/14
1. UPDATE SURVEY
2. WRITE DESCRIPTION AND MAP 4 EASEMENTS
3. WRITE DESCRIPTION AND MAP NEW BAY BOTTOM PARCEL, "PARCEL 2"

Surveyor's notes: All of the parcels (Island Trust parcel, submerged lands and easements) are contiguous and there are no gaps, gores or hiatuses

SCALE:	1"=60'
FIELD WORK DATE:	05/23/12
REVISION DATE:	07/29/14
SHEET:	1 OF 2
DRAWN BY:	KB
CHECKED BY:	RER
INVOICE #:	14073101

I HEREBY CERTIFY THAT THIS SURVEY WAS MADE UNDER MY RESPONSIBLE CHARGE AND MEETS THE MINIMUM TECHNICAL STANDARDS AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17, FLORIDA ADMIN. CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES. THIS SURVEY, WHICH SCHEDULE B HAS BEEN PROVIDED MEETS THE PROVISIONS OF LENDER'S ENDORSEMENT FORM 9, 9-MPWARNOMPW 100 (DETERMINES LENDER'S ENCROACHMENTS), & 100(4)(EASEMENTS), SCHEDULE "B" WAS NOT BEEN PROVIDED.

(SIGNED)
ROBERT L. REECE, PRN PLS, PROFESSIONAL SURVEYOR AND MAPPER

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA SURVEYOR AND MAPPER

CERTIFIED TO –
Safe Harbor Seafood, LLC
First State Bank of the Florida Keys
Spottswood, Spottswood & Spottswood
Old Republic Title Insurance Company
Trustees of the Testamentary Trust under the Last Will and Testament of Benjamin Bernstein.
JOSEPH R. RAGNAN and JEFFREY W. BOLSTIN, as Trustees of the Island Trust Agreement, dated March 10, 1983

REECE & ASSOCIATES
PROFESSIONAL SURVEYOR
AND MAPPER, LB 7846
127 INDUSTRIAL ROAD, BIG PINE KEY, FL 33043
OFFICE (305) 872 – 1348
FAX (305) 872 – 3622

Exhibit "B"

EASEMENTS – NEWLY DESCRIBED

MAP OF BOUNDARY & TOPOGRAPHIC SURVEY
ISLAND TRUST PARCEL
A PART OF BLOCK 55
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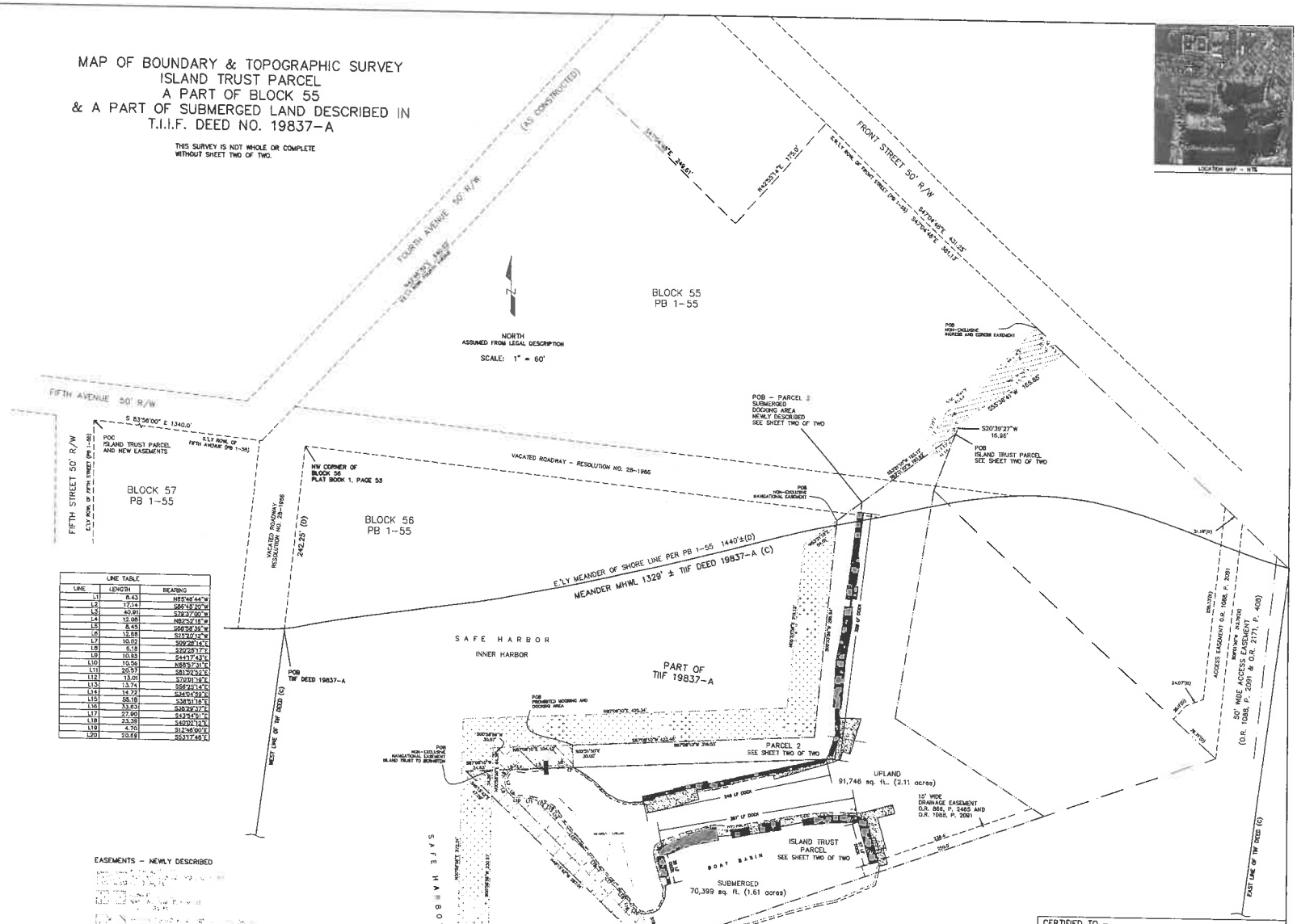
LOCATION MAP – NTS



LINE TABLE		
LINE	LENGTH	BEARING
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L5	8.45	S66°58'36"W
L6	12.68	S25°32'16"W
L7	10.02	S09°28'14"E
L8	6.18	S20°25'17"E
L9	10.93	S44°17'43"E
L10	10.56	N88°57'31"E
L11	20.57	S81°52'22"E
L12	13.01	S70°01'38"E
L13	13.74	S56°25'14"E
L14	14.72	S34°54'59"E
L15	55.19	S38°51'15"E
L16	33.63	S38°29'37"E
L17	27.90	S43°34'51"E
L18	23.39	S40°02'12"E
L19	4.70	S12°46'00"E
L20	29.88	S53°17'45"E

EASEMENTS – NEWLY DESCRIBED

Surveyor's note: All of the parcels (Island Trust parcel, submerged lands and easements) are contiguous and there are no gaps, gores or hiatuses

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NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA SURVEYOR AND MAPPER.

SIGNED
ROBERT E. REECE, PSM 5645, PROFESSIONAL SURVEYOR AND MAPPER

CERTIFIED TO –
Sofa Harbor Seafood, LLC
First State Bank of the Florida Keys
Spottswood, Spottswood & Spottswood
Old Republic Title Insurance Company
Trustees of the Testamentary Trust under the Last Will and Testament of Benjamin Demaiden,
JOSEPH R. RADOMAN and JEFFREY W. BOLOTIN, as Trustees of the Island Trust Agreement, dated March 10, 1989

REECE & ASSOCIATES
PROFESSIONAL SURVEYOR
AND MAPPER, LB 7846
127 INDUSTRIAL ROAD, BIG PINE KEY, FL 33043
OFFICE (305) 872 – 1348
FAX (305) 872 – 5622

Prepared by and return to:
Chelsea C. Vanadia
Attorney at Law
Smith Hawks, PL
138 Simonton Street
Key West, FL 33040
305-296-7227

Survey Affidavit

No Boundary Changes

BEFORE ME, the undersigned authority, duly authorized to take acknowledgments and administer oaths, personally appeared Roger M. Bernstein, as Co-Trustee of the Benjamin Bernstein Trust B ("Affiant"), who deposes and says under penalties of perjury that:

1. This affidavit is made with regard to the property located at 5550 5th Avenue, Stock Island; Parcel ID: 00127380-000000; Alternate Key: 1161594

2. Affiant is the Co-Trustee of the Benjamin Bernstein Trust B, the owner of the real property described under item 1 above ("Property").

3. Affiant is familiar with the Property.

4. Affiant has reviewed the survey and legal description of the Property prepared by Reece & White Land Surveying, Inc., dated July 29, 2014 ("Survey") attached as Exhibit "A". Such survey was previously submitted and approved with that Development Agreement approved by Monroe County Board of County Commissions Resolution No. 155-2015, recorded in Monroe County Official Records Book 2756, Page 1023.

5. There has been no change in the location of the boundary lines of the Property since the Survey.

6. This affidavit is made to connection with that certain LUD Map Amendment Application filed with Monroe County Florida, bearing the File #2019-062 commonly known as the Safe Harbor Overlay District.

Benjamin Bernstein Trust B

By: _____
Roger M. Bernstein, Co-Trustee

State of Florida
County of Miami-Dade

The foregoing instrument was sworn to and subscribed before me this 11th day of July, 2019 by Roger M. Bernstein, Co-Trustee of the Benjamin Bernstein Trust B . He [_] is personally known to me or [✓] has produced a driver's license as identification.

[Notary Seal]

Jeannine N. Rodriguez
COMMISSION # GG037758
EXPIRES: Oct. 22, 2020
Bonded Thru Aaron Notary

_____
Notary Public

Printed Name: Jeannine Rodriguez

My Commission Expires: 10/22/2020

00157946 - v2

MAP OF BOUNDARY & TOPOGRAPHIC SURVEY
ISLAND TRUST PARCEL
A PART OF BLOCK 55
& A PART OF SUBMERGED LAND DESCRIBED IN T.I.I.F. DEED NO. 19837-A

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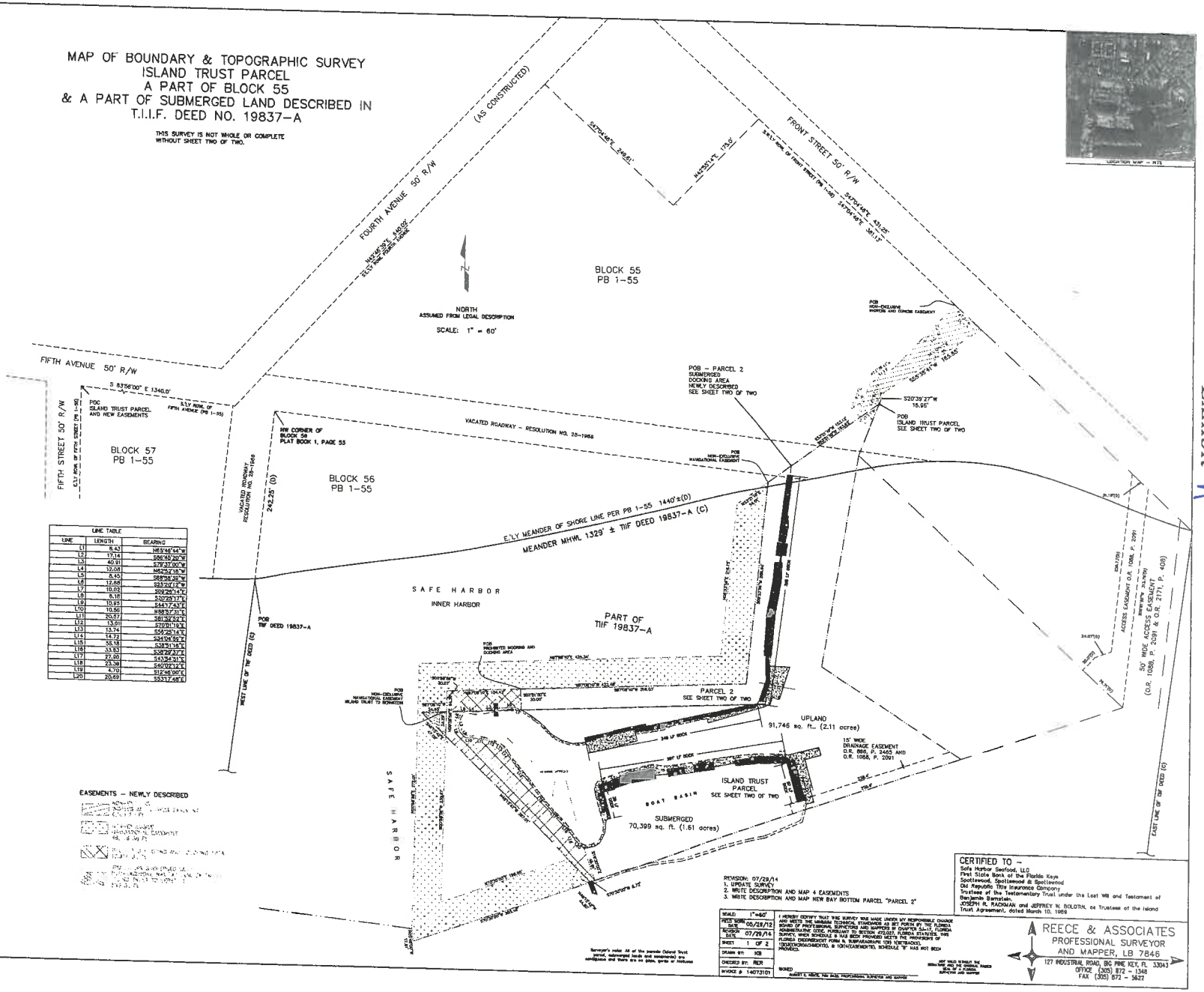

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L5	8.45	S88°38'26"W
L6	12.68	S83°20'12"W
L7	10.03	S09°28'14"E
L8	8.18	S30°35'17"E
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L10	10.56	N89°37'31"E
L11	20.57	S81°36'22"E
L12	13.01	S70°01'19"E
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SIGNED
ROBERT E. REECE, PSM 5635, PROFESSIONAL SURVEYOR AND MAPPER

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA SURVEYOR AND MAPPER

Surveyor's note: All of the parcels (Island Trust parcel, submerged lands and easements) are contiguous and there are no gaps, gores or hiatuses

CERTIFIED TO –
Safe Harbor Seafood, LLC
First State Bank of the Florida Keys
Spottswood, Spottswood & Spottswood
Old Republic Title Insurance Company
Trustees of the Testamentary Trust under the Last Will and Testament of Benjamin Bernstein.
JOSEPH R. RADMAN and JEFFREY N. BOLOTIN, as Trustees of the Island Trust Agreement, dated March 10, 1969

REECE & ASSOCIATES
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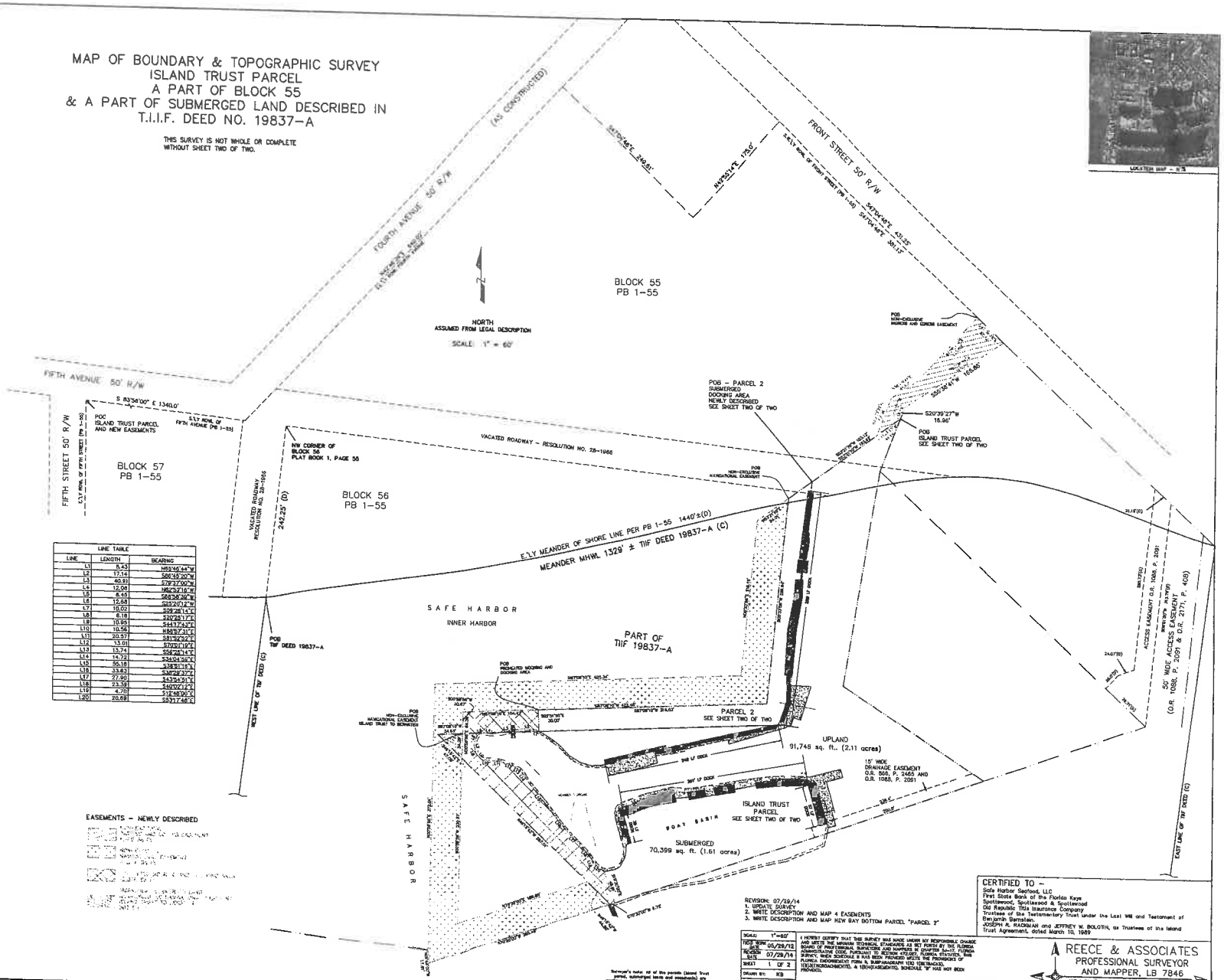

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L7	10.02	S29°26'14"E
L8	6.18	S30°25'17"E
L9	10.85	S44°17'43"E
L10	10.56	N86°37'11"E
L11	20.57	S81°32'32"E
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EASEMENTS – NEWLY DESCRIBED

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THIS SURVEY, WHEN SCHEDULE B WAS NOT PROVIDED MEETS THE REQUIREMENTS OF FLORIDA ENDORSEMENT FORM 9, SUBPARAGRAPH 10(b) (OR SUBSECTIONS 10(b)(i)(ii)(iii)(iv)(v)(vi)(vii)(viii)(ix)(x)(xi)(xii)(xiii)(xiv)(xv)(xvi)(xvii)(xviii)(xix)(xx)(xxi)(xxii)(xxiii)(xxiv)(xxv)(xxvi)(xxvii)(xxviii)(xxix)(xxx)(xxxi)(xxxii)(xxxiii)(xxxiv)(xxxv)(xxxvi)(xxxvii)(xxxviii)(xxxix)(xxxx)(xxxxi)(xxxxii)(xxxxiii)(xxxxiv)(xxxxv)(xxxxvi)(xxxxvii)(xxxxviii)(xxxxix)(xxxxx)(xxxxxi)(xxxxxii)(xxxxxiii)(xxxxxiv)(xxxxxv)(xxxxxvi)(xxxxxvii)(xxxxxviii)(xxxxxix)(xxxxxx)(xxxxxxi)(xxxxxxii)(xxxxxxiii)(xxxxxxiv)(xxxxxxv)(xxxxxxvi)(xxxxxxvii)(xxxxxxviii)(xxxxxxix)(xxxxxxx)(xxxxxxxi)(xxxxxxxii)(xxxxxxxiii)(xxxxxxxiv)(xxxxxxxv)(xxxxxxxvi)(xxxxxxxvii)(xxxxxxxviii)(xxxxxxxix)(xxxxxxxx)(xxxxxxxxi)(xxxxxxxxii)(xxxxxxxxiii)(xxxxxxxxiv)(xxxxxxxxv)(xxxxxxxxvi)(xxxxxxxxvii)(xxxxxxxxviii)(xxxxxxxxix)(xxxxxxxxx)(xxxxxxxxxi)(xxxxxxxxxii)(xxxxxxxxxiii)(xxxxxxxxxiv)(xxxxxxxxxv)(xxxxxxxxxvi)(xxxxxxxxxvii)(xxxxxxxxxviii)(xxxxxxxxxix)(xxxxxxxxxx)(xxxxxxxxxxi)(xxxxxxxxxxii)(xxxxxxxxxxiii)(xxxxxxxxxxiv)(xxxxxxxxxxv)(xxxxxxxxxxvi)(xxxxxxxxxxvii)(xxxxxxxxxxviii)(xxxxxxxxxxix)(xxxxxxxxxxx)(xxxxxxxxxxxi)(xxxxxxxxxxxii)(xxxxxxxxxxxiii)(xxxxxxxxxxxiv)(xxxxxxxxxxxv)(xxxxxxxxxxxvi)(xxxxxxxxxxxvii)(xxxxxxxxxxxviii)(xxxxxxxxxxxix)(xxxxxxxxxxxx)(xxxxxxxxxxxxi)(xxxxxxxxxxxxii)(xxxxxxxxxxxxiii)(xxxxxxxxxxxxiv)(xxxxxxxxxxxxv)(xxxxxxxxxxxxvi)(xxxxxxxxxxxxvii)(xxxxxxxxxxxxviii)(xxxxxxxxxxxxix)(xxxxxxxxxxxxx)(xxxxxxxxxxxxxi)(xxxxxxxxxxxxxii)(xxxxxxxxxxxxxiii)(xxxxxxxxxxxxxiv)(xxxxxxxxxxxxxv)(xxxxxxxxxxxxxvi)(xxxxxxxxxxxxxvii)(xxxxxxxxxxxxxviii)(xxxxxxxxxxxxxix)(xxxxxxxxxxxxxx)(xxxxxxxxxxxxxxi)(xxxxxxxxxxxxxxii)(xxxxxxxxxxxxxxiii)(xxxxxxxxxxxxxxiv)(xxxxxxxxxxxxxxv)(xxxxxxxxxxxxxxvi)(xxxxxxxxxxxxxxvii)(xxxxxxxxxxxxxxviii)(xxxxxxxxxxxxxxix)(xxxxxxxxxxxxxxx)(xxxxxxxxxxxxxxxi)(xxxxxxxxxxxxxxxii)(xxxxxxxxxxxxxxxiii)(xxxxxxxxxxxxxxxiv)(xxxxxxxxxxxxxxxv)(xxxxxxxxxxxxxxxvi)(xxxxxxxxxxxxxxxvii)(xxxxxxxxxxxxxxxviii)(xxxxxxxxxxxxxxxix)(xxxxxxxxxxxxxxxx)(xxxxxxxxxxxxxxxxi)(xxxxxxxxxxxxxxxxii)(xxxxxxxxxxxxxxxxiii)(xxxxxxxxxxxxxxxxiv)(xxxxxxxxxxxxxxxxv)(xxxxxxxxxxxxxxxxvi)(xxxxxxxxxxxxxxxxvii)(xxxxxxxxxxxxxxxxviii)(xxxxxxxxxxxxxxxxix)(xxxxxxxxxxxxxxxxx)(xxxxxxxxxxxxxxxxxi)(xxxxxxxxxxxxxxxxxii)(xxxxxxxxxxxxxxxxxiii)(xxxxxxxxxxxxxxxxxiv)(xxxxxxxxxxxxxxxxxv)(xxxxxxxxxxxxxxxxxvi)(xxxxxxxxxxxxxxxxxvii)(xxxxxxxxxxxxxxxxxviii)(xxxxxxxxxxxxxxxxxix)(xxxxxxxxxxxxxxxxxx)(xxxxxxxxxxxxxxxxxxi)(xxxxxxxxxxxxxxxxxxii)(xxxxxxxxxxxxxxxxxxiii)(xxxxxxxxxxxxxxxxxxiv)(xxxxxxxxxxxxxxxxxxv)(xxxxxxxxxxxxxxxxxxvi)(xxxxxxxxxxxxxxxxxxvii)(xxxxxxxxxxxxxxxxxxviii)(xxxxxxxxxxxxxxxxxxix)(xxxxxxxxxxxxxxxxxxx)(xxxxxxxxxxxxxxxxxxxi)(xxxxxxxxxxxxxxxxxxxii)(xxxxxxxxxxxxxxxxxxxiii)(xxxxxxxxxxxxxxxxxxxiv)(xxxxxxxxxxxxxxxxxxxv)(xxxxxxxxxxxxxxxxxxxvi)(xxxxxxxxxxxxxxxxxxxvii)(xxxxxxxxxxxxxxxxxxxviii)(xxxxxxxxxxxxxxxxxxxix)(xxxxxxxxxxxxxxxxxxxx)(xxxxxxxxxxxxxxxxxxxxi)(xxxxxxxxxxxxxxxxxxxxii)(xxxxxxxxxxxxxxxxxxxxiii)(xxxxxxxxxxxxxxxxxxxxiv)(xxxxxxxxxxxxxxxxxxxxv)(xxxxxxxxxxxxxxxxxxxxvi)(xxxxxxxxxxxxxxxxxxxxvii)(xxxxxxxxxxxxxxxxxxxxviii)(xxxxxxxxxxxxxxxxxxxxix)(xxxxxxxxxxxxxxxxxxxxx)(xxxxxxxxxxxxxxxxxxxxxi)(xxxxxxxxxxxxxxxxxxxxxii)(xxxxxxxxxxxxxxxxxxxxxiii)(xxxxxxxxxxxxxxxxxxxxxiv)(xxxxxxxxxxxxxxxxxxxxxv)(xxxxxxxxxxxxxxxxxxxxxvi)(xxxxxxxxxxxxxxxxxxxxxvii)(xxxxxxxxxxxxxxxxxxxxxviii)(xxxxxxxxxxxxxxxxxxxxxix)(xxxxxxxxxxxxxxxxxxxxxx)(xxxxxxxxxxxxxxxxxxxxxxi)(xxxxxxxxxxxxxxxxxxxxxxii)(xxxxxxxxxxxxxxxxxxxxxxiii)(xxxxxxxxxxxxxxxxxxxxxxiv)(xxxxxxxxxxxxxxxxxxxxxxv)(xxxxxxxxxxxxxxxxxxxxxxvi)(xxxxxxxxxxxxxxxxxxxxxxvii)(xxxxxxxxxxxxxxxxxxxxxxviii)(xxxxxxxxxxxxxxxxxxxxxxix)(xxxxxxxxxxxxxxxxxxxxxxx)(xxxxxxxxxxxxxxxxxxxxxxxi)(xxxxxxxxxxxxxxxxxxxxxxxii)(xxxxxxxxxxxxxxxxxxxxxxxiii)(xxxxxxxxxxxxxxxxxxxxxxxiv)(xxxxxxxxxxxxxxxxxxxxxxxv)(xxxxxxxxxxxxxxxxxxxxxxxvi)(xxxxxxxxxxxxxxxxxxxxxxxvii)(xxxxxxxxxxxxxxxxxxxxxxxviii)(xxxxxxxxxxxxxxxxxxxxxxxix)(xxxxxxxxxxxxxxxxxxxxxxxx)(xxxxxxxxxxxxxxxxxxxxxxxxi)(xxxxxxxxxxxxxxxxxxxxxxxxii)(xxxxxxxxxxxxxxxxxxxxxxxxiii)(xxxxxxxxxxxxxxxxxxxxxxxxiv)(xxxxxxxxxxxxxxxxxxxxxxxxv)(xxxxxxxxxxxxxxxxxxxxxxxxvi)(xxxxxxxxxxxxxxxxxxxxxxxxvii)(xxxxxxxxxxxxxxxxxxxxxxxxviii)(xxxxxxxxxxxxxxxxxxxxxxxxix)(xxxxxxxxxxxxxxxxxxxxxxxxx)(xxxxxxxxxxxxxxxxxxxxxxxxxi)(xxxxxxxxxxxxxxxxxxxxxxxxxii)(xxxxxxxxxxxxxxxxxxxxxxxxxiii)(xxxxxxxxxxxxxxxxxxxxxxxxxiv)(xxxxxxxxxxxxxxxxxxxxxxxxxv)(xxxxxxxxxxxxxxxxxxxxxxxxxvi)(xxxxxxxxxxxxxxxxxxxxxxxxxvii)(xxxxxxxxxxxxxxxxxxxxxxxxxviii)(xxxxxxxxxxxxxxxxxxxxxxxxxix)(xxxxxxxxxxxxxxxxxxxxxxxxxx)(xxxxxxxxxxxxxxxxxxxxxxxxxxi)(xxxxxxxxxxxxxxxxxxxxxxxxxxii)(xxxxxxxxxxxxxxxxxxxxxxxxxxiii)(xxxxxxxxxxxxxxxxxxxxxxxxxxiv)(xxxxxxxxxxxxxxxxxxxxxxxxxxv)(xxxxxxxxxxxxxxxxxxxxxxxxxxvi)(xxxxxxxxxxxxxxxxxxxxxxxxxxvii)(xxxxxxxxxxxxxxxxxxxxxxxxxxviii)(xxxxxxxxxxxxxxxxxxxxxxxxxxix)(xxxxxxxxxxxxxxxxxxxxxxxxxxx)(xxxxxxxxxxxxxxxxxxxxxxxxxxxi)(xxxxxxxxxxxxxxxxxxxxxxxxxxxii)(xxxxxxxxxxxxxxxxxxxxxxxxxxxiii)(xxxxxxxxxxxxxxxxxxxxxxxxxxxiv)(xxxxxxxxxxxxxxxxxxxxxxxxxxxv)(xxxxxxxxxxxxxxxxxxxxxxxxxxxvi)(xxxxxxxxxxxxxxxxxxxxxxxxxxxvii)(xxxxxxxxxxxxxxxxxxxxxxxxxxxviii)(xxxxxxxxxxxxxxxxxxxxxxxxxxxix)(xxxxxxxxxxxxxxxxxxxxxxxxxxxx)(xxxxxxxxxxxxxxxxxxxxxxxxxxxxi)(xxxxxxxxxxxxxxxxxxxxxxxxxxxxii)(xxx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Prepared by and return to:
Chelsea C. Vanadia
Attorney at Law
Smith Hawks, PL
138 Simonton Street
Key West, FL 33040
305-296-7227

Survey Affidavit

No Boundary Changes

BEFORE ME, the undersigned authority, duly authorized to take acknowledgments and administer oaths, personally appeared Byron J. Colley, as Owner ("Affiant"), who deposes and says under penalties of perjury that:

1. This affidavit is made with regard to the property located at Vacant Lot, Stock Island, FL; Parcel ID: 00127280-000200; Alternate Key: 8592884.

2. Affiant is an Owner of the real property described under item 1 above along with his wife, Tonita A. Davis ("Property").

3. Affiant is familiar with the Property.

4. Affiant has reviewed the survey of the Property prepared by Norby & Associates, Inc., dated august 31, 2001 prepared for Tonita A. Davis ("Survey") attached as Exhibit "A".

5. There has been no change in the location of the boundary lines of the Property since the Survey.

6. This affidavit is made to connection with that certain LUD Map Amendment Application filed with Monroe County Florida, bearing the File #2019-062 commonly known as the Safe Harbor Overlay District.

By: _____
Byron J. Colley, Owner

State of Florida
County of Monroe

The foregoing instrument was sworn to and subscribed before me this 15th day of July, 2019 by Byron J. Colley, Owner. He [V] is personally known to me or [_] has produced a driver's license as identification.

[Notary Seal]

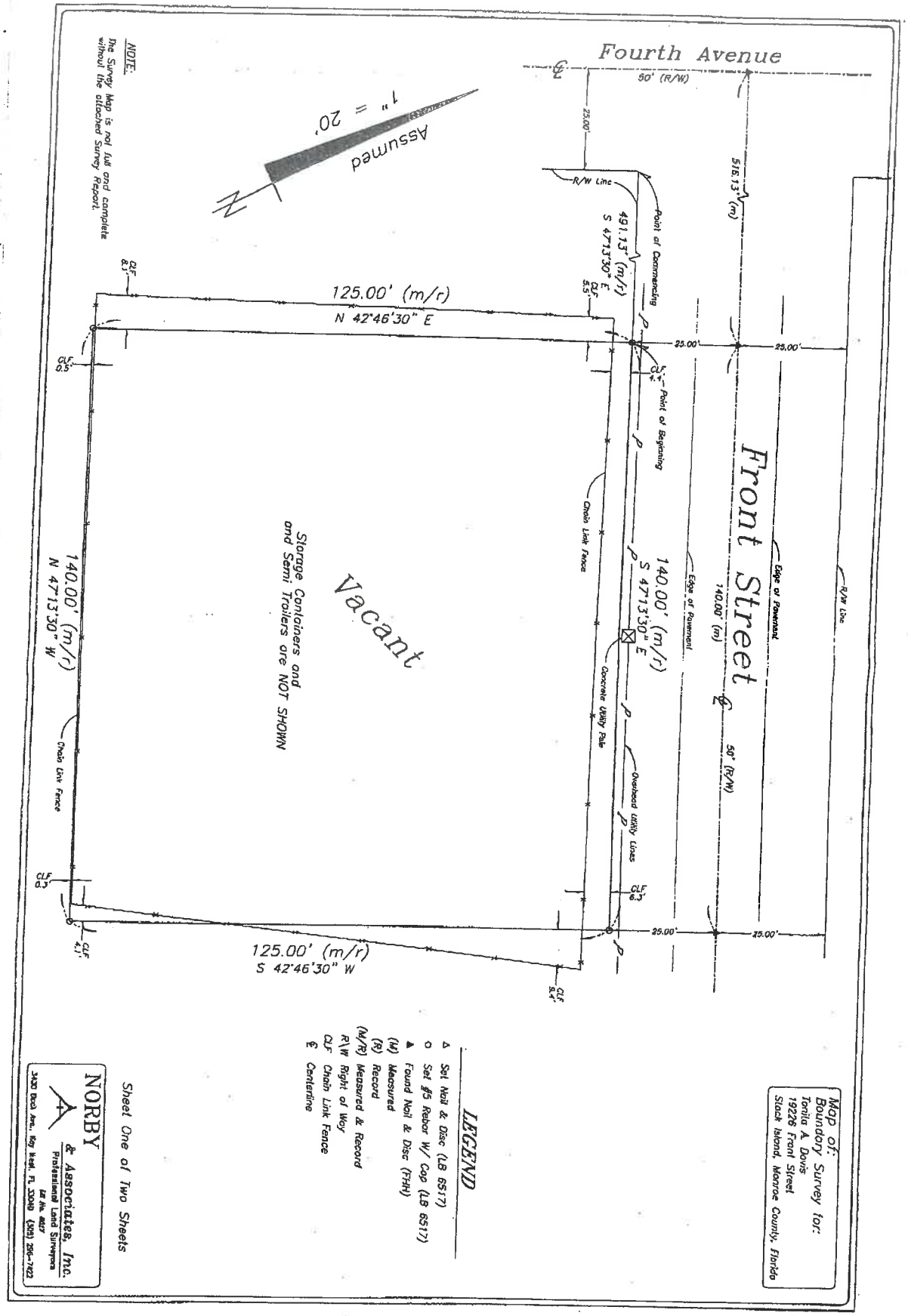
_____
Notary Public

Printed Name: Susan M. Cardenas

My Commission Expires: 10.23.2020

SUSAN M. CARDENAS
MY COMMISSION EXPIRES
OCTOBER 23, 2020
#GG 005449
Bonded thru
Notary Public Underwriters
NOTARY PUBLIC, STATE OF FLORIDA

Exhibit "A"



Fourth Avenue
50' (R/W)
25.00'
R/W Line
Point of Commencing
491.13' (m/r)
S 47°13'30" E
516.13' (m)
125.00' (m/r)
N 42°46'30" E
25.00'
25.00'
Point of Beginning
Front Street
Edge of Pavement
Edge of Pavement
R/W Line
140.00' (m)
140.00' (m/r)
S 47°13'30" E
Chain Link Fence
Concrete Utility Pole
Overhead Utility Lines
50' (R/W)
Vacant
Storage Containers and and Semi Trailers are NOT SHOWN
140.00' (m/r)
N 47°13'30" W
Chain Link Fence
125.00' (m/r)
S 42°46'30" W
25.00'
25.00'
NOTE:
The Survey Map is not full and complete without the attached Survey Report.
Assumed
1" = 20'
LEGEND
Set Nail & Disc (LB 6517)
Set #5 Rebar W/ Cap (LB 6517)
Found Nail & Disc (FHH)
(M) Measured
(R) Record
(M/R) Measured & Record
R/W Right of Way
CLF Chain Link Fence
℄ Centerline
Map of:
Boundary Survey for:
Tonita A. Davis
19226 Front Street
Stock Island, Monroe County, Florida
Sheet One of Two Sheets
NORBY
& Associates, Inc.
Professional Land Surveyors

Report of:
Boundary Survey for:
Tonita A. Davis
19226 Front Street
Stock Island, Monroe County, Florida

NOTES:

1. The legal descriptions shown hereon was furnished by the client or their agent.
2. Underground foundations and utilities were not located.
3. All angles are 90° (Measured & Record) unless otherwise noted.
4. Street address: 19226 Front Street, Stock Island, FL.
5. This survey is not valid without the signature and the original raised seal of a Florida licensed surveyor and mapper.
6. Lands shown hereon were not abstracted for rights-of-way, easements, ownership, or other instruments of record.
7. Bearings are based on the centerline of Front Street, S 47°13'30"E.
8. Error of closure exceeds one part in 10,000.
9. Date of field work: August 29, 2001.
10. Adjoiners are not furnished.
11. This Survey Report is not full and complete without the attached Survey Map.

BOUNDARY SURVEY OF: A parcel of land located on Stock Island, Monroe County, Florida and known as part of Block 55, "MCDONALD'S PLAT OF STOCK ISLAND," according to the plat thereof, as recorded in Plat Book 1, Page 55 of the Public Records of Monroe County, Florida, and being more particularly described as follows:

COMMENCE at the intersection of the Southeasterly Right-of-Way line of Fourth Avenue and the Southwesterly Right-of-Way line of Front Street; thence S 47°13'30" E along the said Southwesterly Right-of-Way line of Front Street for 491.13 feet to the Point of Beginning; thence continue S 47°13'30" E for 140.00 feet; thence S 42° 46'30" W and leaving the said Southwesterly Right-of-Way line of Front Street for 125.00 feet; thence N 47°13'30" W for 140.00 feet; thence N 42°46'30" E for 125.00 feet to the said Southwesterly Right-of-Way line of Front Street and the Point of Beginning.

BOUNDARY SURVEY FOR: Tonita A. Davis;
First State Bank of the Florida Keys;
The Closing Department/David Paul Horan;
United General Title Insurance Company;

NORBY & ASSOCIATES, INC.

Lynn O'Flynn, PLS
Florida Reg. #6298

August 31, 2001

Sheet Two of Two Sheets

NORBY
& Associates, Inc.
Professional Land Surveyors
LB No. 6887
3430 Duck Ave., Key West, FL 33040 (305) 295-1422

Prepared by and return to:
Chelsea C. Vanadia
Attorney at Law
Smith Hawks, PL
138 Simonton Street
Key West, FL 33040
305-296-7227

Survey Affidavit

No Boundary Changes

BEFORE ME, the undersigned authority, duly authorized to take acknowledgments and administer oaths, personal appeared Walter Schurtenberger, as Director and President of Constellation Yachts, Inc., a Florida for profit corporation ("Affiant"), who deposes and says under penalties of perjury that:

1. This affidavit is made with regard to the property located at 6811 Shrimp Road, Stock Island, FL; Parcel ID: 00123730-000100; Alternate Key: 9089578 and Parcel ID: 00123730-000200; Alternative Key 9091548.

2. Affiant is the Director and President of Constellation Yachts, Inc., a Florida for profit corporation, the owner of the real property described under item 1 above ("Property").

3. Affiant is familiar with the Property.

4. Affiant has reviewed the survey of the Property prepared by King Engineering Associates, Inc. dated May 3, 2007 attached as Exhibit A and prepared by J. Lynn O'Flynn Inc. dated April 25, 2014 ~~attached as Exhibit B~~ which was previously filed as part of Monroe County application 2012-075.

5. There has been no change in the location of the boundary lines of the Property since the Surveys attached as Exhibit A and Exhibit B.

6. This affidavit is made to connection with that certain LUD Map Amendment Application filed with Monroe County Florida, bearing the File #2019-062 commonly known as the Safe Harbor Overlay District.

Constellation Yachts, Inc., a Florida for profit corporation

By: _____

Walter Schurtenberger, Director and President

State of Florida
County of Monroe

The foregoing instrument was sworn to and subscribed before me this 25 day of June, 2019 by Walter Schurtenberger, Director and President of Constellation Yachts, Inc., a Florida for profit corporation. He [_] is personally known to me or [_] has produced a driver's license as identification.

[Notary Seal]

_____
Notary Public

Printed Name: Chelsea Vanadia

My Commission Expires: 12/6/21

CHELSEA C. VANADIA
MY COMMISSION # GG 166241
EXPIRES: December 6, 2021
Bonded Thru Notary Public Underwriters

00158540 - v2

Exhibit A

Specific Purpose Survey Report to illustrate a legal description of a parcel of land lying Southerly of Block 57, MALONEY'S SUBDIVISION OF PART OF STOCK ISLAND prepared by the undersigned

NOTES:

1. *The legal description shown hereon was authored by the undersigned.*
2. *Underground foundations and utilities were not located.*
3. *All angles are 90° (Measured & Record) unless otherwise noted.*
4. *Street address: 6811 Shrimp Road, Stock Island, FL.*
5. *This survey is not valid without the signature and the original raised seal of a Florida licensed surveyor and mapper.*
6. *Lands shown hereon were not abstracted for rights-of-way, easements, ownership, or other instruments of record.*
7. *North Arrow is assumed and based on the legal description.*
8. *Adjoiners are not furnished.*
9. *This Sketch does not represent a field boundary survey.*
10. *This Survey Report is not full and complete without the attached Survey Map.*

SPECIFIC PURPOSE SKETCH TO ILLUSTRATE A LEGAL DESCRIPTION AUTHORED BY THE UNDERSIGNED:

A parcel of filled land lying Southerly of Block 57, Maloney's Subdivision of a part of Stock Island, Monroe County, Florida as recorded in Plat Book 1 at Page 55 of Monroe County Public Records and is more particularly described as follows:

COMMENCE at the intersection of the Easterly right of way line of 5th Street (as constructed) and the Southerly right of way line of 5th Avenue (as constructed) and run Easterly along the Southerly right of way line of the said 5th Avenue for a distance of 500.00 feet to a point on the Easterly right of way line of Shrimp Road; thence Southerly and at right angles along the Easterly right of way line of the said Shrimp Road for a distance of 730.00 feet to the Point of Beginning of the parcel being described herein; thence continue Southerly along the Easterly right of way line of the said Shrimp Road for a distance of 9.82 feet to the Northwesterly corner of the lands described in Official Records Book 2301 at page 2208 of the Public Records of Monroe County, Florida; thence Easterly and at right angles along the Northerly boundary line of the said lands for a distance of 191.50 feet to the Northeasterly corner of the said lands; thence Northerly and at right angles for a distance of 9.82 feet to the Southerly boundary line of a 30 foot Ingress and Egress Easement; thence Westerly and at right angles along the Southerly boundary line of said Ingress and Egress Easement for a distance 191.50 feet back to the Point of Beginning, containing 1881 square feet, more or less.

SPECIFIC PURPOSE SKETCH FOR: Constellation Yachts, Inc.;

J. LYNN O'FLYNN, INC.

J. Lynn O'Flynn, PSM
Florida Reg. #6298

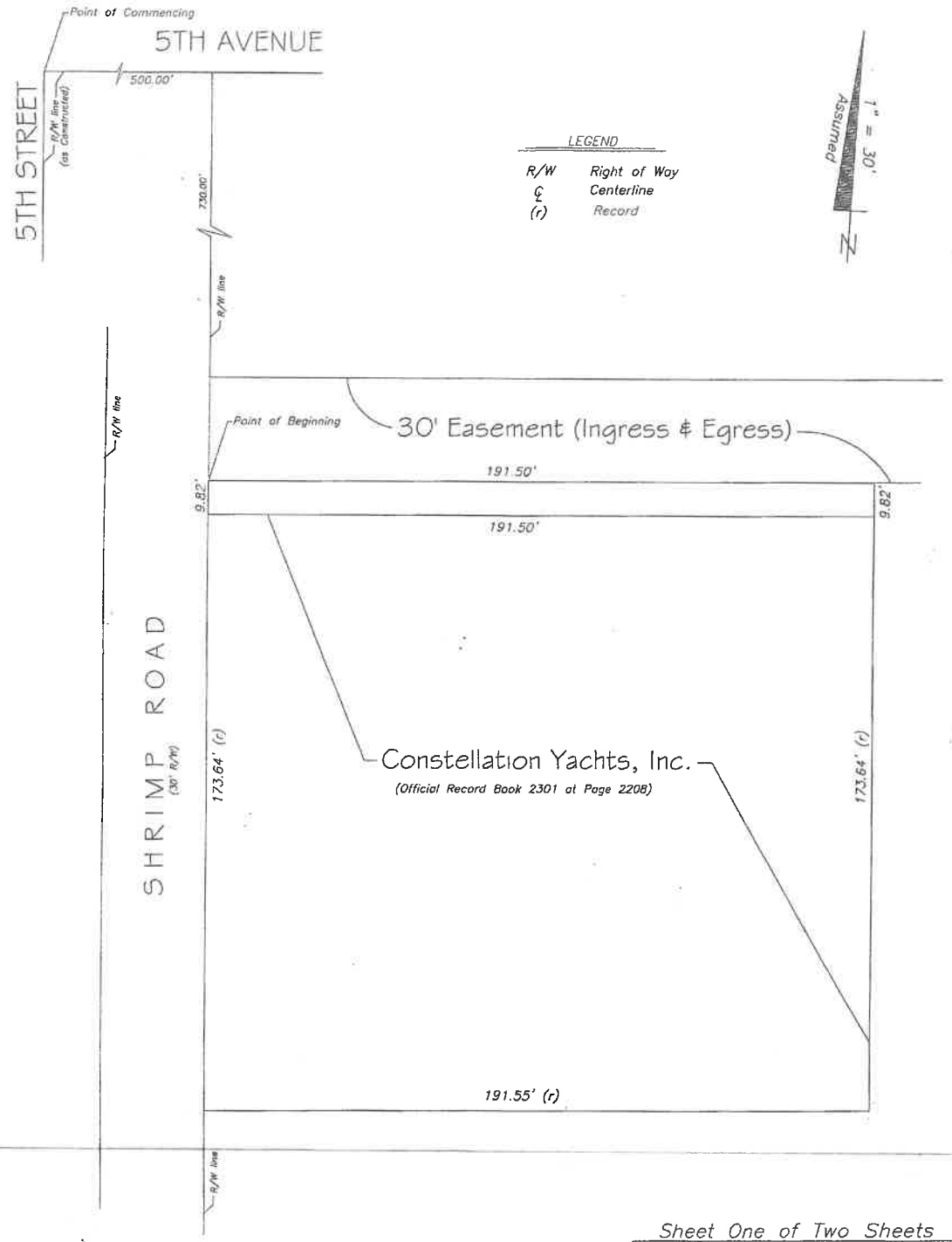
THIS SKETCH IS NOT ASSIGNABLE

Sheet One of Two Sheets

J. LYNN O'FLYNN, Inc.
Professional Surveyor & Mapper
PSM #6298
3430 Duck Ave., Key West, FL 33040
(305) 296-7422 FAX (305) 296-2244

April 25, 2014

Specific Purpose Survey Map to illustrate a legal description of a parcel of land lying Southerly of Block 57, MALONEY'S SUBDIVISION OF PART OF STOCK ISLAND prepared by the undersigned



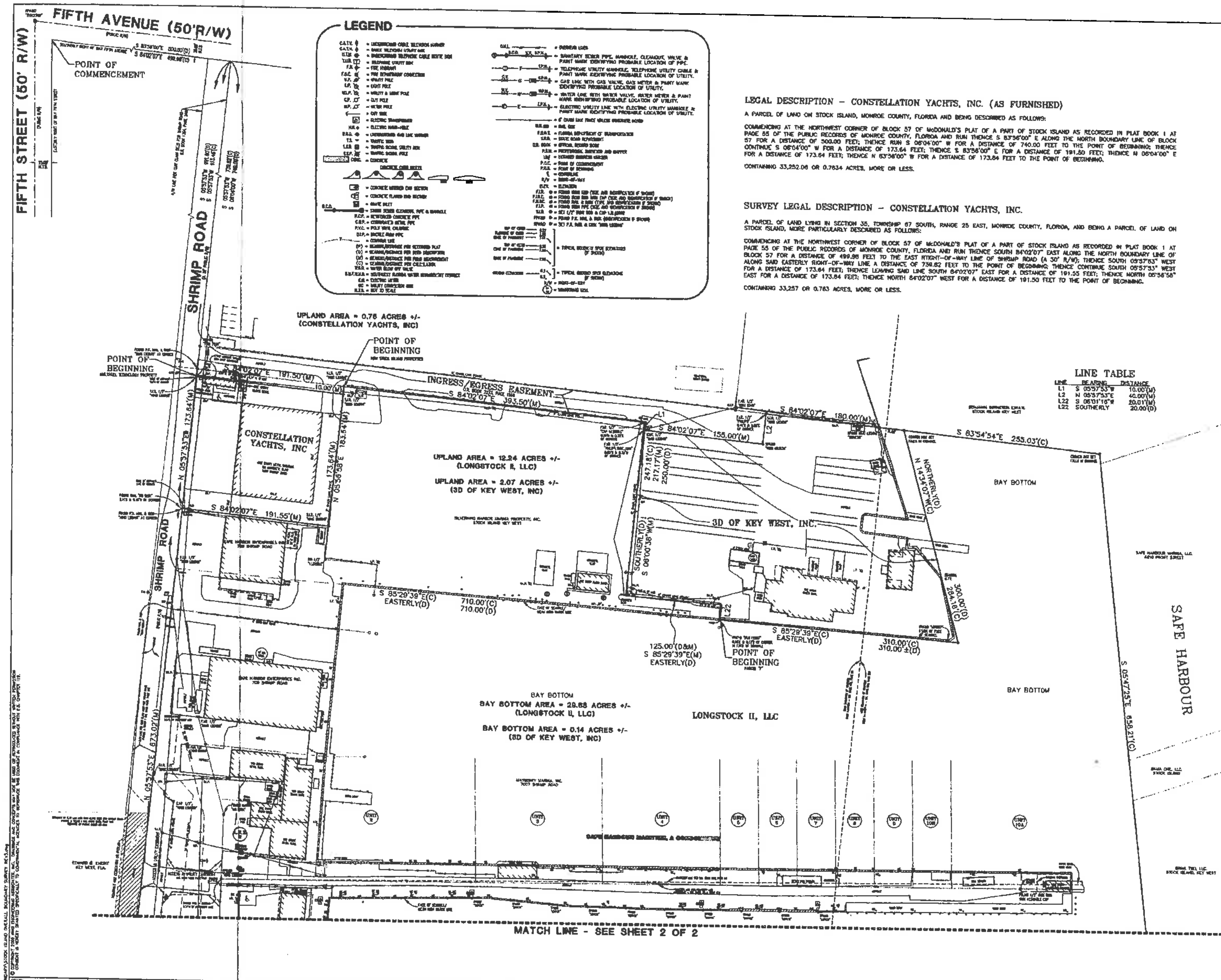
Sheet One of Two Sheets

J. LYNN O'FLYNN, Inc.
Professional Surveyor & Mapper
PSM #6298
3430 Duck Ave., Key West, FL 33040
(305) 296-7422 FAX (305) 296-2244

NOTE:
This Survey Map is not full and complete without the attached Survey Report.

SECTION 35, TOWNSHIP 67 SOUTH, RANGE 25 EAST
MONROE COUNTY, FLORIDA

RECEIVED
MAY 21 2012
2012-075
MONROE CO. PLANNING DEPT.



LEGAL DESCRIPTION - CONSTELLATION YACHTS, INC. (AS FURNISHED)

A PARCEL OF LAND ON STOCK ISLAND, MONROE COUNTY, FLORIDA AND BEING DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF BLOCK 57 OF McDONALD'S PLAT OF A PART OF STOCK ISLAND AS RECORDED IN PLAT BOOK 1 AT PAGE 55 OF THE PUBLIC RECORDS OF MONROE COUNTY, FLORIDA AND RUN THENCE S 83°36'00" E ALONG THE NORTH BOUNDARY LINE OF BLOCK 57 FOR A DISTANCE OF 500.00 FEET; THENCE RUN S 06°04'00" W FOR A DISTANCE OF 740.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE S 06°04'00" W FOR A DISTANCE OF 173.64 FEET; THENCE S 83°36'00" E FOR A DISTANCE OF 191.50 FEET; THENCE N 06°04'00" E FOR A DISTANCE OF 173.64 FEET; THENCE N 83°36'00" W FOR A DISTANCE OF 173.64 FEET TO THE POINT OF BEGINNING.

CONTAINING 33,252.06 OR 0.7634 ACRES, MORE OR LESS.

SURVEY LEGAL DESCRIPTION - CONSTELLATION YACHTS, INC.

A PARCEL OF LAND LYING IN SECTION 35, TOWNSHIP 67 SOUTH, RANGE 25 EAST, MONROE COUNTY, FLORIDA, AND BEING A PARCEL OF LAND ON STOCK ISLAND, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF BLOCK 57 OF McDONALD'S PLAT OF A PART OF STOCK ISLAND AS RECORDED IN PLAT BOOK 1 AT PAGE 55 OF THE PUBLIC RECORDS OF MONROE COUNTY, FLORIDA AND RUN THENCE SOUTH 84°02'07" EAST ALONG THE NORTH BOUNDARY LINE OF BLOCK 57 FOR A DISTANCE OF 499.88 FEET TO THE EAST RIGHT-OF-WAY LINE OF SHRIMP ROAD (A 30' R/W); THENCE SOUTH 05°57'53" WEST ALONG SAID EASTERLY RIGHT-OF-WAY LINE A DISTANCE OF 739.82 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 05°57'53" WEST FOR A DISTANCE OF 173.64 FEET; THENCE LEAVING SAID LINE SOUTH 84°02'07" EAST FOR A DISTANCE OF 191.55 FEET; THENCE NORTH 05°56'58" EAST FOR A DISTANCE OF 173.64 FEET; THENCE NORTH 84°02'07" WEST FOR A DISTANCE OF 191.50 FEET TO THE POINT OF BEGINNING.

CONTAINING 33,257 OR 0.763 ACRES, MORE OR LESS.

SURVEY LEGAL DESCRIPTION - LONGSTOCK II, LLC.

A PARCEL OF LAND LYING IN SECTION 35, TOWNSHIP 67 SOUTH, RANGE 25 EAST, MONROE COUNTY, FLORIDA, AND BEING A PARCEL OF LAND ON STOCK ISLAND, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF BLOCK 57 OF McDONALD'S PLAT OF A PART OF STOCK ISLAND AS RECORDED IN PLAT BOOK 1 AT PAGE 55 OF THE PUBLIC RECORDS OF MONROE COUNTY, FLORIDA AND RUN THENCE SOUTH 84°02'07" EAST ALONG THE NORTH BOUNDARY LINE OF BLOCK 57 FOR A DISTANCE OF 499.88 FEET TO THE EAST RIGHT-OF-WAY LINE OF SHRIMP ROAD (A 30' R/W); THENCE SOUTH 05°57'53" WEST ALONG SAID EASTERLY RIGHT-OF-WAY LINE A DISTANCE OF 739.82 FEET; THENCE LEAVING SAID LINE SOUTH 84°02'07" EAST, A DISTANCE OF 191.50 FEET; THENCE NORTH 05°56'58" EAST, A DISTANCE OF 10.00 FEET TO THE SOUTHERLY LINE OF A INGRESS/EGRESS EASEMENT RECORDED IN OFFICIAL RECORD BOOK 2273, PAGE 1169 OF THE PUBLIC RECORDS OF MONROE COUNTY, FLORIDA AND THE POINT OF BEGINNING; THENCE ALONG SAID EASEMENT LINE THE FOLLOWING FOUR (4) COURSES: 1. SOUTH 84°02'07" EAST, A DISTANCE OF 393.50 FEET; 2. SOUTH 05°57'53" WEST, A DISTANCE OF 10.00 FEET; 3. SOUTH 84°02'07" EAST, A DISTANCE OF 155.00 FEET; 4. NORTH 05°57'53" EAST, A DISTANCE OF 40.00 FEET; THENCE LEAVING SAID LINE SOUTH 84°02'07" EAST, A DISTANCE OF 180.00 FEET; THENCE SOUTH 83°54'54" EAST, A DISTANCE OF 255.03 FEET; THENCE SOUTH 05°47'25" EAST, A DISTANCE OF 658.21 FEET; THENCE NORTH 81°44'33" EAST, A DISTANCE OF 132.23 FEET; THENCE SOUTH 08°15'27" EAST, A DISTANCE OF 959.38 FEET; THENCE NORTH 84°02'07" WEST, A DISTANCE OF 393.85 FEET TO A MEAN HIGH WATER LINE; THENCE ALONG SAID MEAN HIGH WATER LINE THE FOLLOWING TWENTY SEVEN (27) COURSES: 1. NORTH 08°33'02" EAST, A DISTANCE OF 25.28 FEET; 2. NORTH 01°03'10" WEST, A DISTANCE OF 38.70 FEET; 3. NORTH 16°11'45" WEST, A DISTANCE OF 18.64 FEET; 4. NORTH 01°20'32" WEST, A DISTANCE OF 27.71 FEET; 5. NORTH 05°48'23" EAST, A DISTANCE OF 27.11 FEET; 6. NORTH 07°24'12" WEST, A DISTANCE OF 85.16 FEET; 7. NORTH 11°54'19" EAST, A DISTANCE OF 34.84 FEET; 8. NORTH 09°22'05" WEST, A DISTANCE OF 27.51 FEET; 9. NORTH 57°40'41" WEST, A DISTANCE OF 4.94 FEET; 10. NORTH 84°36'08" WEST, A DISTANCE OF 14.50 FEET; 11. NORTH 61°03'44" WEST, A DISTANCE OF 14.78 FEET; 12. SOUTH 85°47'17" WEST, A DISTANCE OF 117.82 FEET; 13. SOUTH 83°15'58" WEST, A DISTANCE OF 26.59 FEET; 14. NORTH 85°01'19" WEST, A DISTANCE OF 21.47 FEET; 15. SOUTH 80°37'17" WEST, A DISTANCE OF 9.06 FEET; 16. NORTH 75°44'52" WEST, A DISTANCE OF 11.67 FEET; 17. SOUTH 86°09'28" WEST, A DISTANCE OF 82.77 FEET; 18. SOUTH 69°59'29" WEST, A DISTANCE OF 40.54 FEET; 19. NORTH 64°28'30" WEST, A DISTANCE OF 6.15 FEET; 20. SOUTH 88°41'05" WEST, A DISTANCE OF 60.18 FEET; 21. SOUTH 79°29'50" WEST, A DISTANCE OF 36.47 FEET; 22. NORTH 88°07'58" WEST, A DISTANCE OF 57.82 FEET; 23. NORTH 86°26'25" WEST, A DISTANCE OF 91.35 FEET; 24. SOUTH 88°24'02" WEST, A DISTANCE OF 97.88 FEET; 25. SOUTH 81°30'19" WEST, A DISTANCE OF 78.27 FEET; 26. SOUTH 88°43'18" WEST, A DISTANCE OF 75.93 FEET; 27. SOUTH 81°33'15" WEST, A DISTANCE OF 23.73 FEET; THENCE LEAVING SAID LINE SOUTH 07°52'54" WEST, A DISTANCE OF 138.68 FEET TO THE NORTHERLY RIGHT-OF-WAY LINE OF SHRIMP ROAD PER QUIT CLAIM DEED RECORDED IN O.R. BOOK 2030, PAGE 949, OF THE PUBLIC RECORDS OF MONROE COUNTY, FLORIDA; THENCE ALONG THE NORTHERLY AND EASTERLY RIGHT-OF-WAY LINE OF SAID SHRIMP ROAD THE FOLLOWING THREE (3) COURSES AND DISTANCES: 1. NORTH 84°02'07" WEST, A DISTANCE OF 298.11 FEET TO A POINT OF CURVATURE; 2. NORTHWESTERLY ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 75.00 FEET, AN ARC LENGTH OF 115.28 FEET, A CENTRAL ANGLE OF 88°03'57", AND A CHORD BEARING AND DISTANCE OF NORTH 40°00'08" WEST, 104.28 FEET; 3. NORTH 04°01'50" EAST, A DISTANCE OF 535.52 FEET TO A POINT ON THE WEST LINE OF TRUSTEES DEED No.20083 AS RECORDED IN THE OFFICIAL RECORDS BOOK G-65, PAGE 82 OF THE PUBLIC RECORDS OF MONROE COUNTY, FLORIDA; THENCE ALONG SAID LINE NORTH 05°57'53" EAST, A DISTANCE OF 673.02 FEET; THENCE LEAVING SAID LINE SOUTH 84°02'07" EAST, A DISTANCE OF 191.55 FEET; THENCE NORTH 05°56'58" EAST, A DISTANCE OF 183.64 FEET TO THE SOUTHERLY LINE OF A INGRESS/EGRESS EASEMENT RECORDED IN OFFICIAL RECORD BOOK 2273, PAGE 1169 OF THE PUBLIC RECORDS OF MONROE COUNTY, FLORIDA AND THE POINT OF BEGINNING.

CONTAINING 44.124 ACRES, MORE OR LESS.

SURVEYOR'S NOTES

1. NO EXCAVATION WAS PERFORMED TO VERIFY THE LOCATION OR EXISTENCE OF ANY UNDERGROUND IMPROVEMENTS, STRUCTURES, OR FOUNDATIONS. UNDERGROUND UTILITIES SHOWN HEREON ARE SHOWN PER ABOVE GROUND EVIDENCE AND/OR RECORD DRAWINGS OR MUNICIPAL ATLAS INFORMATION AND THE LOCATION OF ALL UNDERGROUND UTILITY LINES ARE APPROXIMATE ONLY. THIS DOCUMENT SHOULD NOT BE RELIED UPON FOR EXCAVATION OR CRITICAL DESIGN FUNCTIONS WITHOUT FIELD VERIFICATION OF UNDERGROUND UTILITY LOCATIONS. UTILITIES OTHER THAN THOSE SHOWN HEREON MAY EXIST.

2. THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A TITLE INSURANCE COMMITMENT.

3. NO INSTRUMENTS OF RECORD REFLECTING EASEMENTS, RIGHTS-OF-WAY, AND/OR OWNERSHIP WERE FURNISHED TO OR PURSUED BY THE UNDERSIGNED OTHER THAN THOSE SHOWN HEREON. EASEMENTS OR RESTRICTIONS OF RECORD OTHER THAN THOSE SHOWN HEREON MAY EXIST.

4. KING ENGINEERING ASSOCIATES, INC. AND CERTIFYING LAND SURVEYOR ACCEPT NO RESPONSIBILITY FOR RIGHTS-OF-WAY, EASEMENTS, RESTRICTIONS OF RECORD OR OTHER MATTERS AFFECTING TITLE TO LANDS SURVEYED OTHER THAN THOSE RECITED IN CURRENT DEED AND/OR OTHER INSTRUMENTS OF RECORD FURNISHED BY CLIENT.

5. THE SURVEY DEPICTED HEREON IS NOT INTENDED TO SHOW THE LOCATION OR EXISTENCE OF ANY WETLAND OR JURISDICTIONAL AREAS, OR AREAS OF PROTECTED SPECIES OF VEGETATION EITHER NATURAL OR CULTIVATED.

6. ADDITIONAL PORTABLE STORAGE TRAILERS ARE ON AND AROUND THE SUBJECT PROPERTY AND HAVE NOT BEEN LOCATED OR SHOWN.

7. UNLESS IT BEARS THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER THIS DRAWING, SKETCH, PLAT OR MAP IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT VALID.

8. ANY USE OF THIS SURVEY FOR PURPOSES OTHER THAN WHICH IT WAS INTENDED, WITHOUT WRITTEN VERIFICATION, WILL BE AT THE USER'S SOLE RISK AND WITHOUT LIABILITY TO THE SURVEYOR. NOTHING HEREIN SHALL BE CONSTRUED TO GIVE ANY RIGHTS OR BENEFITS TO ANYONE OTHER THAN THOSE CERTIFIED TO.

9. BEARINGS SHOWN HEREON ARE GRID BEARINGS BASED UPON A NETWORK ADJUSTMENT OF G.P.S. OBSERVATIONS ORIGINATING FROM NATIONAL GEODETIC SURVEY CONTROL STATIONS "MON 3", "FLOPS MALLOY" "ROCK POINT 3" AND "WEST MARTELLO TOWER 2" UTILIZING THEIR POSITIONS AS PUBLISHED BY THE NATIONAL GEODETIC SURVEY. THE SOUTH RIGHT OF WAY LINE OF FIFTH AVENUE BEARS S 84°02'07" E AND HAS BEEN STATED HEREIN FOR REFERENCE PURPOSES.

10. BY SCALED DETERMINATION THE SUBJECT PROPERTY APPEARS TO LIE IN FLOOD ZONE "AE", PER FLOOD INSURANCE RATE MAP, COMMUNITY PANEL NUMBER 12087 1528 K, MAP REVISED FEBRUARY 18, 2005. AN ACCURATE ZONE DETERMINATION SHOULD BE MADE BY THE PREPARER OF THE MAP, THE FEDERAL EMERGENCY MANAGEMENT AGENCY, OR THE LOCAL GOVERNMENT AGENCY HAVING JURISDICTION OVER SUCH MATTERS PRIOR TO ANY JUDGMENTS BEING MADE FROM THE ZONE AS NOTED. THE REFERENCED FEDERAL EMERGENCY MANAGEMENT AGENCY MAP STATES IN THE NOTES TO THE USER THAT "THIS MAP IS FOR INSURANCE PURPOSES ONLY".

11. THERE IS NO ABOVE GROUND OBSERVABLE EVIDENCE OF CEMETERIES ON THE PROPERTY AND THE SUBJECT PROPERTY IS NOT USED FOR DEFINED DRAINAGE WAYS.

12. LAST DATE OF FIELD SURVEY: MAY 3, 2007.

KING ENGINEERING ASSOCIATES, INC.
CERTIFICATE OF AUTHORIZATION NO. LB 2610

JAMES DAVID GREER, P.S.M.
FLORIDA LICENSE - LS #5189

King ENGINEERING ASSOCIATES, INC.
4921 MEMORIAL HIGHWAY
ONE MEMORIAL CENTER, SUITE 300
TAMPA, FLORIDA 33634
PHONE 813 -880 -8881
FAX 813 -880 -8882
E-MAIL king@kingengineering.com

BOUNDARY SURVEY
OF A PORTION OF THE
OVERALL STOCK ISLAND PROPERTY

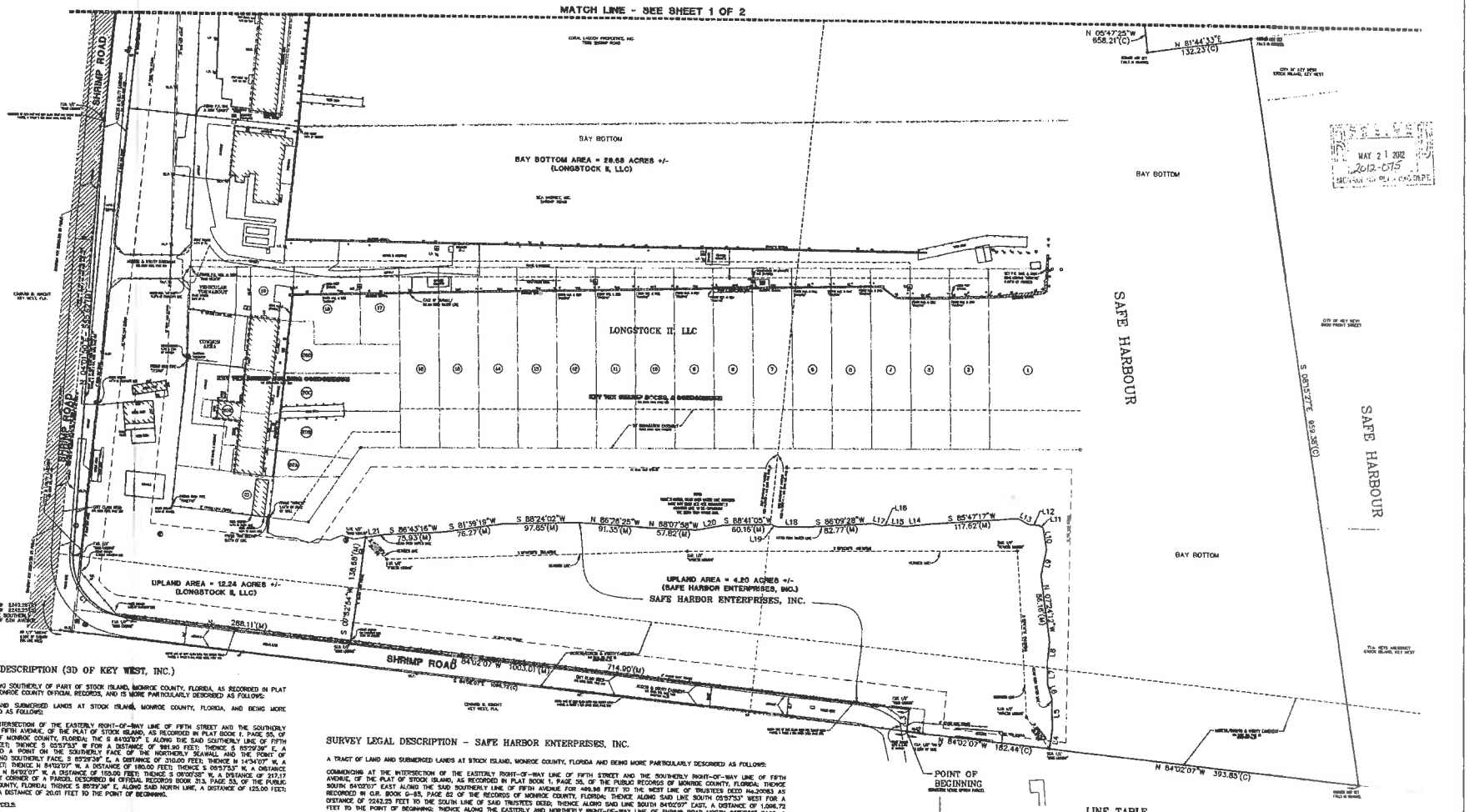
PREPARED FOR
LONGSTOCK II, LLC

NO.	DATE	REVISIONS	
3	3/1/12	REMOVE PARCEL F AND BERNSTEIN LEASE OPTION PARCEL, ADD AREAS	J.D.G.
2	7/12/11	REVISE CERTIFYING SURVEYOR & OWNERSHIP ENTITY	J.D.G.
1	6/13/07	ADD BERNSTEIN LEASE OPTION PARCEL & DESCRIPTION	M.B.G.

JOB NO. 4290-005-000
K1289 & K1290
DATE: MAY 3, 2007
SCALE: 1" = 60'
SH. 1 OF 2

DRAWN: R.E.D.
KEY WEST

SECTION 35, TOWNSHIP 67 SOUTH, RANGE 25 EAST
MONROE COUNTY, FLORIDA



MAY 21 2012
2012-075

SURVEY LEGAL DESCRIPTION (3D OF KEY WEST, INC.)

A PARCEL OF LAND LYING SOUTHERLY OF PART OF STOCK ISLAND, MONROE COUNTY, FLORIDA, AS RECORDED IN PLAT BOOK 1, AT PAGE 55, MONROE COUNTY OFFICIAL RECORDS, AND IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A PARCEL OF LAND AND SUBMERGED LANDS AT STOCK ISLAND, MONROE COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE EASTERLY RIGHT-OF-WAY LINE OF FIFTH STREET AND THE SOUTHERLY RIGHT-OF-WAY LINE OF FIFTH AVENUE, OF THE PLAT OF STOCK ISLAND, AS RECORDED IN PLAT BOOK 1, PAGE 55, OF THE PUBLIC RECORDS OF MONROE COUNTY, FLORIDA; THE S 84°02'07" E ALONG THE SAID SOUTHERLY LINE OF FIFTH AVENUE FOR 409.98 FEET; THENCE S 03°57'53" E FOR A DISTANCE OF 981.90 FEET; THENCE S 85°29'39" E, A DISTANCE OF 710.00 TO A POINT ON THE SOUTHERLY FACE OF THE NORTHERLY SEAWALL AND THE POINT OF BEGINNING; THENCE ALONG SOUTHERLY FACE, S 85°29'39" E, A DISTANCE OF 310.00 FEET; THENCE N 14°34'07" W, A DISTANCE OF 284.16 FEET; THENCE N 84°02'07" W, A DISTANCE OF 180.00 FEET; THENCE S 05°57'53" W, A DISTANCE OF 40.00 FEET; THENCE N 84°02'07" W, A DISTANCE OF 153.00 FEET; THENCE S 09°00'58" W, A DISTANCE OF 217.17 FEET TO THE NORTHWEST CORNER OF A PARCEL DESCRIBED IN OFFICIAL RECORDS BOOK 313, PAGE 53, OF THE PUBLIC RECORDS OF MONROE COUNTY, FLORIDA; THENCE S 85°29'39" E, ALONG SAID NORTH LINE, A DISTANCE OF 125.00 FEET; THENCE S 08°01'16" W, A DISTANCE OF 20.01 FEET TO THE POINT OF BEGINNING.

FURTHER AS TO ALL PARCELS:

TOGETHER WITH THOSE BENEFICIAL EASEMENTS AS DESCRIBED HEREIN AND BEING THE SAME PROPERTY AS THOSE RECORDED IN OFFICIAL RECORDS BOOK 789, PAGE 1169, PUBLIC RECORDS OF MONROE COUNTY, FLORIDA.

A PARCEL OF LAND LYING IN SECTION 35, TOWNSHIP 67 SOUTH, RANGE 25 EAST, MONROE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF BLOCK 57 OF MCDONALD'S PLAT OF A PART OF STOCK ISLAND AS RECORDED IN PLAT BOOK 1, PAGE 55 OF THE PUBLIC RECORDS OF MONROE COUNTY, FLORIDA; THENCE ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF FIFTH AVENUE SOUTH 84°02'07" EAST, A DISTANCE OF 460.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 84°02'07" EAST, A DISTANCE OF 30.00 FEET TO THE WEST LINE OF TRUSTEE'S DEED NO. 20063 AS RECORDED IN O.R. BOOK G-85, PAGE 82; THENCE ALONG SAID LINE SOUTH 05°57'53" WEST, A DISTANCE OF 1,258.45 FEET; THENCE LEAVING SAID LINE SOUTH 84°04'07" EAST, A DISTANCE OF 40.35 FEET; THENCE SOUTH 05°57'53" WEST, A DISTANCE OF 918.82 FEET; THENCE SOUTH 84°02'07" EAST, A DISTANCE OF 1,055.72 FEET; THENCE SOUTH 05°57'53" WEST, A DISTANCE OF 30.00 FEET TO THE SOUTH LINE OF TRUSTEE'S DEED NO. 20063 AS RECORDED IN O.R. BOOK G-85, PAGE 82; THENCE ALONG SAID LINE NORTH 84°02'07" WEST, A DISTANCE OF 1,116.72 FEET TO THE WEST LINE OF TRUSTEE'S DEED NO. 20063 AS RECORDED IN O.R. BOOK G-85, PAGE 82; THENCE ALONG SAID LINE NORTH 42°04'07" WEST, A DISTANCE OF 833.45 FEET; THENCE LEAVING SAID LINE NORTH 42°04'07" WEST, A DISTANCE OF 40.35 FEET; THENCE NORTH 05°57'53" EAST, A DISTANCE OF 1,281.82 FEET TO THE POINT OF BEGINNING.

SURVEY LEGAL DESCRIPTION - SAFE HARBOR ENTERPRISES, INC.

A TRACT OF LAND AND SUBMERGED LANDS AT STOCK ISLAND, MONROE COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE EASTERLY RIGHT-OF-WAY LINE OF FIFTH STREET AND THE SOUTHERLY RIGHT-OF-WAY LINE OF FIFTH AVENUE, OF THE PLAT OF STOCK ISLAND, AS RECORDED IN PLAT BOOK 1, PAGE 55, OF THE PUBLIC RECORDS OF MONROE COUNTY, FLORIDA; THENCE SOUTH 84°02'07" EAST ALONG THE SAID SOUTHERLY LINE OF FIFTH AVENUE FOR 409.98 FEET TO THE WEST LINE OF TRUSTEES DEED No.20063 AS RECORDED IN O.R. BOOK G-85, PAGE 82 OF THE RECORDS OF MONROE COUNTY, FLORIDA; THENCE ALONG SAID LINE SOUTH 03°57'53" WEST FOR A DISTANCE OF 2242.25 FEET TO THE SOUTH LINE OF SAID TRUSTEES DEED; THENCE ALONG SAID LINE SOUTH 84°02'07" EAST, A DISTANCE OF 1,086.72 FEET TO THE POINT OF BEGINNING; THENCE ALONG THE EASTERLY AND NORTHERLY RIGHT-OF-WAY LINE OF SHRIMP ROAD NORTH 05°57'53" EAST, A DISTANCE OF 28.00 FEET; THENCE NORTH 84°02'07" WEST, A DISTANCE OF 714.90 FEET; THENCE LEAVING SAID LINE NORTH 07°52'34" EAST, A DISTANCE OF 138.68 FEET TO THE MEAN HIGH WATER LINE; THENCE ALONG SAID MEAN HIGH WATER THE FOLLOWING TWENTY SEVEN (27) COURSES AND DISTANCES: 1. THENCE NORTH 81°33'16" EAST, A DISTANCE OF 23.73 FEET; 2. THENCE NORTH 88°43'16" EAST, A DISTANCE OF 75.93 FEET; 3. THENCE NORTH 81°39'19" EAST, A DISTANCE OF 76.27 FEET; 4. THENCE NORTH 88°24'02" EAST, A DISTANCE OF 97.85 FEET; 5. THENCE SOUTH 86°26'25" EAST, A DISTANCE OF 91.35 FEET; 6. THENCE SOUTH 88°07'58" EAST, A DISTANCE OF 57.82 FEET; 7. THENCE NORTH 79°39'50" EAST, A DISTANCE OF 38.47 FEET; 8. THENCE NORTH 88°41'05" EAST, A DISTANCE OF 60.16 FEET; 9. THENCE SOUTH 64°28'30" EAST, A DISTANCE OF 6.15 FEET; 10. THENCE NORTH 86°59'28" EAST, A DISTANCE OF 40.54 FEET; 11. THENCE NORTH 86°09'28" EAST, A DISTANCE OF 82.77 FEET; 12. THENCE SOUTH 75°44'52" EAST, A DISTANCE OF 11.67 FEET; 13. THENCE NORTH 80°37'17" EAST, A DISTANCE OF 8.06 FEET; 14. THENCE SOUTH 86°01'19" EAST, A DISTANCE OF 21.47 FEET; 15. THENCE NORTH 83°15'58" EAST, A DISTANCE OF 26.56 FEET; 16. THENCE NORTH 85°47'17" EAST, A DISTANCE OF 117.62 FEET; 17. THENCE SOUTH 81°03'44" EAST, A DISTANCE OF 14.78 FEET; 18. THENCE SOUTH 84°30'08" EAST, A DISTANCE OF 14.50 FEET; 19. THENCE SOUTH 57°40'41" EAST, A DISTANCE OF 4.94 FEET; 20. THENCE SOUTH 09°22'05" EAST, A DISTANCE OF 27.51 FEET; 21. THENCE SOUTH 11°54'19" WEST, A DISTANCE OF 34.64 FEET; 22. THENCE SOUTH 07°24'12" EAST, A DISTANCE OF 96.18 FEET; 23. THENCE SOUTH 05°48'23" WEST, A DISTANCE OF 27.11 FEET; 24. THENCE SOUTH 01°30'23" EAST, A DISTANCE OF 37.71 FEET; 25. THENCE SOUTH 16°11'45" EAST, A DISTANCE OF 18.64 FEET; 26. THENCE SOUTH 01°03'10" EAST, A DISTANCE OF 36.70 FEET; 27. THENCE SOUTH 09°33'02" WEST, A DISTANCE OF 25.25 FEET TO THE SOUTH LINE OF TRUSTEE'S DEED No.20063; THENCE ALONG SAID LINE NORTH 84°02'07" WEST, A DISTANCE OF 182.44 FEET TO THE POINT OF BEGINNING.

CONTAINING 4.208 ACRES, MORE OR LESS.

LINE TABLE

LINE	BEARING	DISTANCE
L3	N 05°57'53"E	28.00'(M)
L4	N 05°37'02"E	23.29'(M)
L5	N 01°03'10"E	36.70'(M)
L6	N 16°11'45"W	18.64'(M)
L7	N 01°30'32"W	27.71'(M)
L8	N 05°48'23"E	27.11'(M)
L9	N 11°54'19"E	34.64'(M)
L10	N 09°22'05"W	27.51'(M)
L11	N 57°40'41"W	4.94'(M)
L12	N 84°56'08"W	14.50'(M)
L13	N 81°03'44"W	14.78'(M)
L14	S 83°15'58"W	26.56'(M)
L15	N 86°01'19"W	21.47'(M)
L16	S 80°37'17"W	8.06'(M)
L17	N 75°44'52"W	11.67'(M)
L18	S 86°59'28"W	40.54'(M)
L19	N 64°28'30"W	6.15'(M)
L20	S 79°39'50"W	38.47'(M)
L21	S 81°33'16"W	23.73'(M)

CURVE TABLE

CURVE	DELTA	RADIUS	ARC	CHORD	CHORD BEARING
C1	86°03'57"	73.00	115.28	104.75	N 40°00'08"E (M)

King ENGINEERING ASSOCIATES, INC.
4921 MEMORIAL HIGHWAY
ONE MEMORIAL CENTER, SUITE 300
TAMPA, FLORIDA 33634
PHONE 813 -880 -8581
FAX 813 -880 -8582
E-MAIL kingfla@gecengineering.com

BOUNDARY SURVEY
OF A PORTION OF THE
OVERALL STOCK ISLAND PROPERTY

PREPARED FOR
LONGSTOCK II, LLC

NO.	DATE	REVISIONS	APPD BY
3	3/1/12	REMOVE PARCEL F AND BERNSTEIN LEASE OFFICE PARCEL, ADD AREAS	J.D.C.
2	3/12/11	REVISE CERTIFYING SURVEYOR & OWNERSHIP ENTITY	J.D.C.
1	8/13/07	ADD BERNSTEIN LEASE OFFICE PARCEL & OTHER REVS	W.B.G.

JOB NO. 4290-000-000
FIELD BOOK NO.
DATE MAY 3, 2007
SCALE 1" = 30'
SHT. 2 OF 2

KEY WEST

MONROE COUNTY
OFFICIAL RECORDS

FILE #1375058
BK#1895 PG#2039

RCD Jun 09 2003 01:19PM
DANNY L KOLHAGE, CLERK

This Instrument Prepared By:
John R. Allison, III
Allison & Robertson, P.A.
100 S.E. Second Street, #3350
Miami, Florida 33131

DECLARATION OF CONDOMINIUM ESTABLISHING DOG TRACK PARCELS CONDOMINIUM

Dog Track Partnership, a Florida general partnership, as Developer, does hereby declare as follows:

ARTICLE I
Creation of Condominium

The Developer hereby submits to condominium ownership and use the Condominium Property situated in the County of Monroe, State of Florida, as legally described in Exhibit A-1 attached hereto in the manner provided for in the Florida Condominium Act as it exists on the date hereof. The condominium created by this Declaration shall be known as DOG TRACK PARCELS CONDOMINIUM.

ARTICLE II
Definitions

The following terms when used in this Declaration and its exhibits, and as they may hereafter be amended, shall have the meanings stated as follows, except where the context requires otherwise:

A. "Act" means the Florida Condominium Act (Chapter 718, Florida Statutes), as it exists on the date hereof.

B. "Articles" or "Articles of Incorporation" means the Articles of Incorporation of the Association, as same may be amended from time to time.

C. "Assessment" means a share of the funds required for payment of Common Expenses, which from time to time is charged to the Parcel Owner(s).

D. "Assigns" means any person to whom some or all rights of a Parcel Owner have been validly transferred by sale, lease, mortgage or otherwise.

E. "Association" or "Condominium Association" means Dog Track Parcels Condominium Association, Inc., a not-for-profit Florida corporation, which is the entity responsible for the operation of the Condominium.

F. "Association Property" means real or personal property owned by the

FILE #1375058
BK#1895 PG#2040

Association, if any.

G. "Board of Directors" or "Board" or "Directors" means the board of directors responsible for administration of the Association.

H. "By-Laws" means the by-laws of the Association, as they exist from time to time.

I. "Common Elements" means the portions of the Condominium Property which are not included in the Parcels, and include, without limitation, the following:

1. the Main Sewer Line lying within the Non-Exclusive Ingress and Egress Easement area through Parcel 3 into which the sewer infrastructure from all Parcels will connect;

2. the Surface Water Management System, excluding the Lake; and

3. the Drainage System.

J. "Common Expenses" mean all expenses incurred by the Association for the operation, maintenance, repair, replacement or protection of the Common Elements and Association Property, the costs of carrying out the powers and duties of the Association, and any other expense, whether or not included in the foregoing, designated as a "Common Expense" by the Act, the Declaration, the Articles or the Bylaws. For all purposes of this Declaration, "Common Expenses" shall also include, without limitation:

1. all reserves required by the Act or otherwise established by the Association, regardless of when reserve funds are expended; and

2. if applicable, costs relating to reasonable transportation services, insurance for directors and officers, maintenance and operation expenses; and

3. the real property taxes, Assessments and other maintenance expenses attributable to any Parcel acquired by the Association or any Association Property and/or rental or other expenses owed in connection with any Parcel leased by the Association; and

4. any unpaid share of Common Expenses or Assessments extinguished by foreclosure of a superior lien or by deed in lieu of foreclosure. Common Expenses shall not include any separate obligations of individual Parcel Owners.

K. "Common Interest" means the proportionate undivided interest in fee simple in the Common Elements and the Common Surplus appurtenant to a Parcel as expressed in this Declaration.

L. "Common Receipts" means the following items collected by the Association on

FILE #1375058
BK#1895 PG#2041

behalf of the Condominium:

1. funds collected from Parcel Owners for payment of Common Expenses or otherwise; and

2. receipts designated as common by law, this Declaration or the By-Laws.

M. "Common Surplus" means the excess of all Common Receipts over Common Expenses.

N. "The Condominium" means DOG TRACK PARCELS CONDOMINIUM, which is a form of ownership of real property created pursuant to the Act and under this Declaration providing for ownership by one or more persons or entities of real property together with an undivided interest in Common Elements appurtenant to each such Parcel.

O. "Condominium Property" means the land that is subject to condominium ownership under Declaration and all easements and rights appurtenant thereto which are intended for use in connection with the Condominium.

P. "Declaration of Condominium" or "this Declaration" means this instrument, as it may be amended or supplemented from time to time.

Q. "Developer" or "Declarant" means Dog Track Partnership, a Florida general partnership, and those of its successors and assigns who shall create or offer for sale or lease Parcels in the Condominium in the ordinary course of business, but expressly excluding all other Owners and lessees acquiring Parcels. Developer may assign all or a portion of its rights hereunder, or all or a portion of such rights in connection with specific portions of the Condominium. In the event of any partial assignment, the assignee shall not be deemed the Developer, but may exercise such rights of Developer as are specifically assigned to it. Any such assignment may be made on a nonexclusive basis.

R. "Dispute", for purposes of Paragraph D Article XII, means any disagreement between two or more parties that involves: (1) the authority of the Board, under any law or under this Declaration, the Articles or By-Laws to: (a) require any Owner to take any action, or not to take any action, involving that Owner's Parcel; or (b) alter or add to a Common Element; or (2) the failure of the Association, when required by law or this Declaration, the Articles or By-Laws to: (a) properly conduct elections; (b) give adequate notice of meetings or other actions; (c) properly conduct meetings; or (d) allow inspection of books and records. "Dispute" shall not include any disagreement that primarily involves title to any Parcel or Common Element; the interpretation or enforcement of any warranty; or the levy of a fee or Assessment or the collection of an Assessment levied against a party.

S. "Drainage Easements" means easements granted to Parcels 1 and 2 over Parcel 3 for the purpose of storm water runoff and related uses as provided in Article III, Section H hereof

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T. "Drainage System" means the subsurface drainage lines lying within Parcels and the Lake area into which surface stormwater is intended to drain.

U. "Easement Parcel" means that portion of Parcel 3 encumbered by the easements described in Article III, Sections D through G hereof and as described in Exhibit A-2 and depicted in Exhibit B attached hereto.

V. "Improvements" mean all structures and artificial changes to the natural environment now or hereafter located within the boundaries of a Parcel.

W. "Institutional Lender" means (1) any bank, savings and loan association, insurance company, real estate or mortgage investment trust, pension fund, agency of the United States Government, mortgage banker or any other lender generally recognized as an institutional type lender, or (2) any mortgage banking company doing business in the State of Florida; or (3) any secondary mortgage market institution, including the Federal National Mortgage Association ("FNMA"), the Federal Home Loan Mortgage Corporation ("FHLMC"), the Government National Mortgage Association ("GNMA"), the Federal Housing Authority ("FHA"), the Veterans Administration ("VA") and such other secondary mortgage market institution as the Association shall hereafter approve in writing; or (4) or any local governmental entity acting as a lender or a donor of grant monies; or (5) the Developer. "Institutional First Lender" or "Institutional First Mortgagee" means an Institutional Lender that has acquired a first mortgage lien upon a Parcel. A "Majority of Institutional First Mortgagees" means Institutional First Mortgagees of Parcels by which greater than one-half (1/2) of the voting interest of Parcels subject to first mortgages held by Institutional First Mortgagees are encumbered. "Primary Institutional First Mortgagee" means the Institutional First Mortgagee which owns, at the relevant time, first mortgages on Parcels securing a greater aggregate indebtedness than is owed to any other Institutional First Mortgagee.

X. "Limited Common Elements" means those Common Elements, which are reserved for the use of a certain Parcel or Parcels to the exclusion of all other Parcels. (There are no Limited Common Elements as of the filing of this Declaration.)

Y. "Lake" means that certain lake which is part of Parcel 3 and depicted in Exhibit B.

Z. "Major Conditional Use Resolution" means the Major Conditional Use adopted by the Monroe County Planning Commission, Resolution No. P19-02, as recorded in Official Records Book 1801 at Page 1164, of the Public Records of Monroe County, Florida, as amended from time to time.

AA. "Member of the Association" means the owner or co-owner of a Parcel.

BB. "Main Sewer Line" means that certain underground sewer line to be installed by Parcel Owner of Parcel 3 within the Non-Exclusive Ingress and Egress Easement for the use of all Parcels as set forth in Article III, Section G hereof.

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CC. "Non-Exclusive Ingress and Egress Easement" means the easement granted to Parcels 1 and 2 over Parcel 3 for the non-exclusive use by Parcels 1 and 2 for ingress and egress as provided in Article III, Section D hereof and as depicted in Exhibit C.

DD. "Parcel" means a part of the Condominium Property that is subject to exclusive ownership and which includes a proportionate undivided interest in the Common Elements and Common Surplus appurtenant thereto as set forth in this Declaration of Condominium or any amendment thereof.

EE. "Parcel 1 Ingress, Egress and Parking Easement" means the easements granted to Parcel 1 over Parcel 3 for the exclusive use by Parcel 1 for ingress, egress, parking and related uses as provided in Article III, Section E hereof and as shown in the sketch attached hereto as Exhibit C.

FF. "Parcel 2 Ingress, Egress and Parking Easement" means the easements granted to Parcel 2 over Parcel 3 for the exclusive use by Parcel 2 for ingress, egress, parking and related uses as provided in Article III, Section F hereof and as shown in the sketch attached hereto as Exhibit C.

GG. "Parcel Owner" means the person(s) or entity owning a Parcel in fee simple of record. Except where the context dictates otherwise, the term "Parcel Owner" refers to the Declarant's transferee of the Parcel and its successors-in-interest and not the Declarant, e.g., the obligations to construct the Main Sewer Line as provided in Article III, Section D is not the obligation of Declarant but the obligation of the Declarant's grantee of Parcel 3.

HH. "Permit" means that permit issued (or to be issued) by SFWMD for the Condominium Property relating to stormwater drainage and retention areas, as amended from time to time.

II. "Person" means an individual, firm, partnership, association, trust or other legal entity, or any combination thereof.

JJ. "SFWMD" means the South Florida Water Management District or its non-profit successor.

KK. "Special Assessment" means any assessment levied against any Parcel Owner(s) other than the assessments provided for in the Annual Budget.

LL. "Surface Water Management System" means the subsurface drainage lines leading to the retention area, i.e., the Lake, and related accessory pipes for the purpose of permitting the Parcels to drain and retain surface stormwater in accordance with the Permit issued therefore by SFWMD.

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MM. "Warranty Deed" means a deed of conveyance of a Parcel in recordable form.

NN. "Vacuum System" means the vacuum operated effulent discharge system that shall be constructed by the Parcel Owner for Parcel 3 and made available for use, on a voluntary basis, to Parcels 1 and 2 pursuant to Article VI, Section E.

OO. "Voting Certificate" means a document which designates one of the record title owners or the corporate partnership or entity representative who is authorized to vote on behalf of a Parcel owned by more than one owner or by any entity.

PP. "Voting Interest" means the voting rights distributed to the members of the Association pursuant to the Act.

ARTICLE III
Description of Condominium

A. Survey and Plans. The Condominium is located in Stock Island, Florida within Monroe County. Attached hereto and made a part hereof as Exhibit A-2 and Exhibit B are legal descriptions and a survey of the land and graphic description and plot plans of the Condominium identifying the Parcels and their locations and approximate dimensions. It is the intent of this Declaration to minimize those elements in a typical condominium that are designated as Common Elements. Except as specifically set forth in this Declaration, all improvements within a Parcel shall be considered part of the Parcel and not a Common Element of the Condominium.

B. Identification of Parcels. A total of three (3) Parcels are located on the Land, each of which is legally described in Exhibit A-2. The designation of each of such Parcels is set forth on Exhibit B attached hereto. The Parcels consist of all land within the bounds of the Parcels, including all subsurface and air space rights above such Parcels, all as depicted in Exhibits A-2 and B. Each Parcel is identified by a separate numerical designation. The designation of each Parcel is set forth in Exhibits A-2 and B attached hereto. Exhibit B consists of a survey of the Condominium Property and a plot plan thereof. Said Exhibits A-2 and B, together with this Declaration, is sufficient in detail to identify the Common Elements and each Parcel and their relative locations and dimensions. There shall pass with a Parcel as appurtenances thereto: (1) an undivided share in the Common Elements and Common Surplus; (2) the non-exclusive right to use Common Elements as provided in this Declaration; (3) an exclusive easement for the use of the airspace occupied by the Parcel; (4) membership in the Association with the full voting rights appurtenant thereto; and (5) other appurtenances as may be provided by this Declaration.

C. Parcel Boundaries. Each Parcel shall include that part of the Condominium Property that lies within the following boundaries:

1. Upper and Lower Boundaries.

(a) Upper Boundary: there are no upper boundaries for

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Parcels as the Parcel includes all airspace above the perimetrical boundaries of the Parcel. All Parcels are entitled to the full use of their respective air space, subject only to such governmental laws, rules and/or regulations regulating the Condominium Property.

(b) Lower Boundary: There are no lower boundary limitation. All Parcels are entitled to the full use of their respective below surface rights, subject only to such governmental laws, rules and/or regulations regulating the Condominium Property.

2. Perimetrical Boundaries. The perimetrical boundaries of the Parcel shall be the vertical planes of the boundaries as set forth in Exhibits A-2 and B.

3. Exceptions and Conflicts. In the case of any conflict between the language of this Declaration describing the boundaries of any Parcel and in the language contained on Exhibit B describing the boundaries of a Parcel, the language of this Declaration shall control.

D. Non-Exclusive Ingress and Egress Easement. A permanent, irrevocable but non-exclusive easement in favor of all Parcel Owners, their guests and invitees, shall exist for pedestrian and vehicular traffic, developmental space requirements over, through and across that portion of Parcel 3 designated as "Non-Exclusive Ingress and Egress Easement" in Exhibit C for the purpose of ingress and egress to and from Parcels 1 and 2 and the public right-of-way now known as "Fifth Avenue." Parcel 3 retains the right to use the Non-Exclusive Ingress and Egress Easement for any purpose not inconsistent with the rights of Parcels 1 and 2, including egress purposes from Parcel 3 to the public right-of-way now known as "Fifth Avenue." Notwithstanding that the Non-Exclusive Ingress and Egress Easement has not been designated as a Common Element, the cost of initially grading, paving and related construction costs and the cost of maintaining the grading, paving and related surface areas of the Non-Exclusive Ingress and Egress Easement shall be the joint responsibility of all Parcel Owners. Parcel Owner of Parcel 3 agrees to maintain the grading, paving and surface of such easement area for the joint use thereof by all Parcels, subject to occasional interruption of service due to (1) ordinary wear and tear and use thereof, (2) routine or extraordinary maintenance or (3) events beyond Parcel Owner of Parcel 3's reasonable control. Parcel Owner of Parcel 3 shall have the right to select the contractor(s) of its choice in connection with all aspects of maintenance of the easement area; provided, however, that all agreements with such contractor(s) shall be bona-fide, arms-length agreements for services at usual and customary rates. Parcel Owner of Parcel 3 shall invoice Parcel Owner of Parcel 1 and Parcel Owner of Parcel 2 for all routine and extraordinary aspects of the use, maintenance or repair of the easement area and payment shall be made to Parcel Owner of Parcel 3 within ten (10) days following the date of any invoice for maintenance associated with the easement area. Invoices shall include copies of all bills and statements pertaining to the easement area for the billing period in question. Parcel Owner of Parcel 3 shall use reasonable efforts to tender invoices on a quarterly basis but the right is reserved to alter the billing period in any manner consistent with Parcel Owner of Parcel 3's bookkeeping procedures. The parties hereto shall be responsible for the cost of maintaining the grading, paving and surface of the easement area on a prorata basis consistent with each Parcel Owner's percentage interest as set forth in Article IV, Section A hereof. Any party installing or maintaining any

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Utility Equipment to serve its own property shall be responsible for the costs associated therewith and shall not subject the Easement Parcel to any liens or claims for work performed therein. Should the easement use, maintenance or repair activities of any party damage or destroy the facilities of another party, the party causing the damage shall repair or replace the affected facilities to the same or substantially the same condition, at its sole cost and expense. By majority vote of the Parcel Owners, the Non-Exclusive Ingress and Egress Easement shall be repaired or otherwise renovated by Parcel Owner of Parcel 3. Upon completion of such repairs or renovations, Parcel Owners for Parcels 1 and 2 shall promptly reimburse Parcel Owner for Parcel 3 for their respective shares of the repair or renovation costs. All such repairs and renovation costs shall be allocated on the prorata basis consistent with each Parcel's Common Interest. The easement area described herein shall not be used for any purposes other than as described in this Declaration and no Parcel Owner shall make any use of the easements inconsistent with or in derogation of the rights granted herein. Furthermore, no building, structure, improvement (other than paving), barricade, curb or any structure of any kind (i) blocking or impeding the free flow of vehicular access or (ii) which is inconsistent with the intended use as set forth above, other than as is contemplated or permitted under this Declaration, shall be constructed thereon by any Parcel Owner or their successors-in-interest or assigns.

E. Parcel 1 Ingress, Egress and Parking Easement. A permanent, irrevocable and exclusive easement encumbering Parcel 3 in favor of Parcel Owner of Parcel 1 (and for development space requirements for Parcel Owner of Parcel 2), their respective guests and invitees, shall exist for pedestrian and vehicular traffic, parking, developmental space requirements, landscaping, etc. over, through and across that portion of Parcel 3 designated as "Parcel 1 Ingress, Egress and Parking Easement" in Exhibit B for the purpose of ingress and egress to and from Non-Exclusive Ingress and Egress Easement, parking of vehicles, developmental space requirements and green areas. Parcel 1 Owner, its guests and invitees, shall have an exclusive right to use the Parcel 1 Ingress, Egress and Parking Easement for said purposes, including the installation, construction, repair or maintenance of utilities servicing Parcel 1 and Parcel 2, including sewers, water and gas mains, electric power lines, telephone lines, manholes, meters, pipelines, valves, hydrants, sprinkler controls, conduits, sewage facilities and all related facilities (collectively, the "Utility Equipment") in a manner which does not interfere with any building use or operation by any party hereto. The cost of maintenance of the Parcel 1 Ingress, Egress and Parking Easement shall be the sole obligation of Parcel Owner for Parcel 1, and Parcel Owner for Parcel 1 shall, at all times, maintain said easement area in a good condition.

F. Parcel 2 Ingress, Egress and Parking Easement. A permanent, irrevocable and exclusive easement encumbering Parcel 3 in favor of Parcel Owner of Parcel 2(and for development space requirements for Parcel Owner of Parcel 1), their respective guests and invitees, shall exist for pedestrian and vehicular traffic, parking, developmental space requirements, landscaping, etc. over, through and across that portion of Parcel 3 designated as "Parcel 2 Ingress, Egress and Parking Easement" in Exhibit B for the purpose of ingress and egress to and from Non-Exclusive Ingress and Egress Easement, parking of vehicles, developmental space requirements, landscaping, and green areas. Parcel 2 Owner, its guests and

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invitees, shall have an exclusive right to use the Parcel 2 Ingress, Egress and Parking Easement for said purposes, including the installation, construction, repair or maintenance of utilities servicing Parcel 1 and Parcel 2, including sewers, water and gas mains, electric power lines, telephone lines, manholes, meters, pipelines, valves, hydrants, sprinkler controls, conduits, sewage facilities and all related facilities (collectively, the "Utility Equipment") in a manner which does not interfere with any building use or operation by any party hereto. The cost of maintenance of the Parcel 2 Ingress, Egress and Parking Easement shall be the sole obligation of Parcel Owner for Parcel 2, and Parcel Owner for Parcel 2 shall, at all times, maintain said easement area in a good condition.

G. Main Sewer Line Easement. A permanent, irrevocable but non-exclusive easement in favor of Parcel Owners of Parcels 1 and 2 shall exist for connecting their respective sewer line lateral connections to the Main Sewer Line for the purpose of providing sewage services to any Improvements within Parcel 1 and 2. The easement area is as depicted in Exhibit C attached to this Declaration. The cost of maintenance of the Main Sewer Line shall be a Common Expense. Parcel Owner for Parcel 3 shall have the responsibility to install the Main Sewer Line at its sole expense pursuant to the specifications necessary to accommodate the sewage outflow for all of the intended uses contemplated by the Major Conditional Use Resolution. The Main Sewer Line shall be fully constructed with all necessary governmental inspections approving the Main Sewer Line not later than twelve (12) months after Declarant first conveys Parcel 3 to a third party. Once properly constructed by Parcel Owner of Parcel 3 and accepted as in compliance with the building code of Monroe County, the Main Sewer Line shall be deemed a Common Element and all costs and expenses for the repairs and maintenance of the Main Sewer Line shall be a Common Expense.

H. Drainage Easements. A permanent, irrevocable but non-exclusive easement in favor of Parcel Owners of Parcels 1 and 2 shall exist for the installation of drainage pipes, for the purpose of permitting Parcel 1 and Parcel 2 to drain and retain surface stormwater in the Lake (the "Surface Water Management System"), in accordance with the Permit issued therefor by the SFWMD. The Surface Water Management System shall be approved by the SFWMD, and if so approved, Parcel Owner for Parcel 3 shall not withhold its approval unless the system unreasonably affects the construction of the intended Improvements for Parcel 3. All drainage lines shall be installed at the expense of the Parcel Owner of the Parcel for which the drainage line is intended to drain stormwater from such Parcel to the Lake. Once installed, the Surface Water Management System shall be deemed a Common Element. All construction and maintenance costs for the drainage systems for Parcels 1 and 2 shall be the exclusive responsibility of each respective Parcel Owner; provided, however, the maintenance of the Lake as depicted in Exhibit B (although part of Parcel 3 and not a Common Element) shall be a Common Expense. In addition, the Association shall have a perpetual non-exclusive easement over a 20-foot wide strip of land around the perimeter of the Lake and a reasonable access easement along the south side of Parcel 3. The purpose of the foregoing easement is for the purpose of maintaining the Lake in accordance with the requirements of the SFWMD, including, without limitation, access to the Lake from Shrimp Road, maintenance of required slopes and maintenance of upland adjacent to the Lake and the submerged land of the Lake. For all purposes, the Association shall be deemed the exclusive "operating entity" as such term is used

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by the SFWMD, and as such operating entity, the Association shall have the exclusive responsibility for the operation and maintenance of the Surface Water Management System, including the Lake. The Association shall be responsible for any required monitoring and/or maintenance of mitigation areas, if any, as required under the existing Permit issued by the SFWMD.

I. Use and Cost Sharing for Easement Maintenance. In the event of a dispute as to the validity of the amount of any invoice tendered by Parcel Owner of Parcel 3 for the other Parcel Owner's share of the costs described herein, payment shall be made into the registry of any court of competent jurisdiction or to other third-party escrow agent as may be agreed by the mutual consent of the parties. Parcel Owner of Parcel 3 shall then make its books and records available to Parcel Owner of Parcel 1 and/or Parcel Owner of Parcel 2 for review and verification of invoiced amounts, upon reasonable advance notice, at the sole cost and expense of the party seeking to review such materials. Following such review, the parties shall make the appropriate adjustment, if any, to the invoice and the escrow agent holding the deposited funds shall be instructed in writing by all parties to release said funds. In the event Parcel Owner of Parcel 3 discovers that any previously tendered invoice was in an amount which was insufficient to cover another party's share of costs for any billing period, payment shall be made within ten (10) days following receipt of a supplemental invoice therefor. In the event of a default by Parcel Owner of Parcel 3 in the maintenance, operation or repair of the easement areas or Vacuum System, Parcel Owner of Parcel 1 or Parcel Owner of Parcel 2 shall give written notice to Parcel Owner of Parcel 3, specifying the nature of such default. Parcel Owner of Parcel 3 shall have a period of fifteen (15) days following receipt of said notice in which to remedy the default (or such longer time as may be necessary and reasonable, provided Parcel Owner of Parcel 3 shall have commenced a cure within said fifteen-day period and is diligently prosecuting same), failing which the party alleging the default shall have the right to avail itself of all remedies available at law or in equity. All costs incident to such repair shall be borne ratably among the parties as otherwise provided herein. In the event of a default by Parcel Owner of Parcel 1 or Parcel Owner of Parcel 2, Parcel Owner of Parcel 3 shall give written notice to the defaulting party, specifying the nature of such default. The defaulting party shall have a period of fifteen (15) days following receipt of said notice in which to remedy the default, failing which Parcel Owner of Parcel 3 shall have the right to avail itself of all remedies available at law or in equity, and in addition thereto, Parcel Owner of Parcel 3 shall have the right to place a lien against the real property owned by the defaulting party to secure payment of the amount required to remedy the default. It is the intention of the parties that the intensity of usage contemplated hereunder is based upon the intended uses under the current Major Conditional Use Resolution. No Parcel Owner shall, without the prior written consent of the others, change the zoning of the its respective Parcel or amend any applicable development orders affecting the use thereof, so as to materially increase the intensity of the usage of the easement areas, Surface Water Management System or Vacuum System.

J. Vacuum-Operated Sewer Facility. A Vacuum-Operated Sewer Facility and related equipment (the "Vacuum System") are to be constructed on Parcel 3, which Vacuum System will service Parcel 3 and, if elected by the respective Parcel Owner for Parcel 1 and/or Parcel 2, Parcel Owners for Parcel 1 and/or Parcel 2 has the right, but not the obligation, to elect

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to connect to the Vacuum System. The Parcel Owners electing to utilize the Vacuum System shall share the costs of maintenance, utilities, replacements, repairs, taxes, insurance and any and all other costs and expenses involved in the operation and use of the Vacuum System as hereinafter provided. Parcel Owner of Parcel 3 hereby grants to each of Parcel Owners for Parcel 1 and/or Parcel 2 a perpetual, non-exclusive easement over that portion of Parcel 1 on which the Vacuum System is located, and over a path to be determined for the laying of pipes for the purpose of transferring effluent from Parcel 1 or Parcel 2, respectively, to the Vacuum System, for solid waste disposal purposes. Parcel Owner of Parcel 3 agrees to maintain the Vacuum System for the joint use thereof by Parcel 1, Parcel 2 and Parcel 3. Parcel Owner of Parcel 3 shall have the right to select the contractor(s) of its choice in connection with all aspects of maintenance, repair and operation of the Vacuum System; provided, however, that all agreements with such contractor(s) shall be bona-fide, arms-length agreements for services at usual and customary rates. Each of Parcel Owner utilizing the Vacuum System shall pay a pro rata share of the operating costs of the Vacuum System based upon the square footage areas of their respective Parcel, viz. assuming all Parcels are connected to the Vacuum System the prorata shares shall be equal to the Common Interests of the Parcels as set forth in this Declaration. All Parcels shall maintain their respective effluent transfer pipes and other improvements incident to the Vacuum System lying within their respective Parcels at their own expense. Should the easement use, maintenance or repair activities of any Parcel Owner damage or destroy the facilities of another Parcel Owner, the Parcel Owner causing the damage shall repair or replace the affected facilities to the same or substantially the same condition, at its sole cost and expense.

ARTICLE IV
Ownership of Parcels and Common Elements

A. Fee Simple. Each Parcel shall be conveyed as individual property in fee simple ownership. Included in fee title to each Parcel shall be an undivided interest in the Common Elements and in the Common Surplus. The ownership share in the Common Elements and in the Common Surplus shall be as set forth below. Each Parcel shall have a fractional ownership interest in the Common Elements, Common Surplus, and Common Expenses as an appurtenance to each Parcel as follows:.

Parcel	Percentage Interest
Parcel 1	.120
Parcel 2	.085
Parcel 3	.795
Total	1.000

B. Ownership and Conveyance of Undivided Interest in the Common Elements and in the Common Surplus. The undivided interest of each Parcel in the Common Elements and in the Common Surplus is deemed to be conveyed or encumbered with its respective Parcel, even though the description in the instrument of conveyance or encumbrance may refer only to the fee title to the Parcel.

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C. Change of Undivided Interest. The undivided interest appurtenant to each Parcel shall not be changed except with the unanimous consent of the Parcel Owners and record owners of liens encumbering the Parcels.

D. Voting Rights of Parcel Owners. On all matters on which the Parcel Owners shall be entitled to vote, there shall be one (1) voting interest (or vote) for each Parcel in the Condominium, which vote may be cast by the owner of each Parcel or the person designated in the Voting Certificate for the Parcel. Should any person own more than one Parcel, such person shall be entitled to cast one (1) vote for each Parcel owned.

E. Distribution of Common Surplus. The Common Surplus shall be held and distributed by the Association in the manner and subject to the terms, provisions and conditions thereof. Except for distribution of any insurance indemnity herein provided or termination of the Condominium, any distribution of Common Surplus that may be made from time to time shall be made to the then Parcel Owners in accordance with their respective Common Interests.

ARTICLE V
Utilization; Restrictions

In order to provide for the protection of the values of the Parcels, the use of the Condominium Property shall be generally unrestricted except as restricted by governmental laws, rules and/or regulations regulating the Condominium Property and the following provisions:

A. Use and Occupancy. Parcels shall be used for any legal purpose permitted in the Mixed Use (MU) land use district and/or Future Land Use Map Mixed Use Commercial (MC) for Monroe County as applicable to the Condominium Property.

B. Major Conditional Use Requirements. No Parcel shall be developed, used, occupied or otherwise utilized in such a manner as will be violative of the Major Conditional Use Resolution. Further, the proposed uses as set forth in the site plan reviewed and approved by the Monroe County Planning Commission in adopting the Major Conditional Use Resolution shall not be interchangeable among the Parcels without the consent of all Parcel Owners, and no Parcel Owner shall develop its Parcel in such a way as to reduce or otherwise adversely affect the intended use of another Parcel as anticipated under the Major Conditional Use Resolution. No modification shall be effected in said site plan without the written consent of the then Owner(s) of the Land, and the Monroe County Planning Department (the "Department"); provided the Department finds that the modification conforms with the standards established in the Code of Monroe County, and provided further, that should the Department withhold such approval, then the Owner(s) of the Land shall be permitted to seek such modification by application to modify the plan or covenant at public hearing before the Monroe County Planning Commission and/or the Board of County Commissioners of Monroe County, Florida. Parcel 1 may be developed for a commercial office, retail and ancillary use building up to 14,270 square feet; Parcel 2 may be developed for a commercial office, retail and ancillary use consistent with the Major Conditional Use Resolution provided that such use shall not adversely affect the use

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rights of Parcels 1 and 2 as stated in this Section B; and Parcel 3 may be developed for up to 102 residential multi-family units, together with ancillary uses.

C. Parcels Subject to Further Subdivision. If permitted under applicable laws, codes and ordinances, Parcels may be further subdivided through one or more separate condominium regimes, the associations of which shall be considered Members of the Association. This provision may not be amended without the consent of all the Parcel Owners.

D. Condominium Property in Flood Area. The ground level of the Condominium Property is within a flood zone as established by the Federal Emergency Management Agency (FEMA) and the National Flood Insurance Program (NFIP). In case of flooding, all such areas are subject to possible flooding. All Improvements and other property located within the Parcels are subject to possible damage in the event of flooding, the total risk for which is assumed by the Parcel Owner, their guests, invitees, licensees and other users.

E. Alterations. Parcel Owners may make demolish, renovate, construct or otherwise deal with any Improvements within a Parcel without the prior approval of the Association. This provision may not be amended without the consent of all Parcel Owners.

F. Nuisances. No nuisances (as defined by the Association) shall be allowed on the Condominium Property, nor shall any use or practice be allowed which is a source of unreasonable annoyance to occupants of Parcels or which interferes with the peaceful possession or proper use of the Condominium Property by its occupants, including the Members.

G. No Improper Uses. No improper, offensive, hazardous or unlawful use shall be made of the Condominium Property or any part thereof, and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction there over shall be observed. Violations of laws, orders, rules, regulations or requirements of any governmental agency having jurisdiction there over, relating to any portion of the Condominium Property, shall be corrected by, and at the sole expense of, the party obligated to maintain or repair such portion of the Condominium Property, as elsewhere herein set forth. Notwithstanding the foregoing and any provisions of this Declaration, the Articles of Incorporation or By-Laws, the Association shall not be liable to any person(s) for its failure to enforce the provisions of this provision.

H. Restrictions on Use of Lake. Other than using the Lake as part of the Surface Water Management System, Parcel Owners for Parcels 1 and 2 shall have no right to use the Lake for any purpose.

I. Additional Restrictions. The following obligations shall apply to all Parcel Owners, their guests and invitees:

1. Parcel Owners shall be solely responsible for any loss or damage to their private property used or stored within Parcels.

2. Parcel Owners must comply with all governmental regulations, including

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all building and zoning ordinances.

J. Signage. Parcel Owners shall be permitted to erect any sign on the Parcel Owner's Parcel and exclusive easement area, subject only to obtaining any permit from a governmental entity having control over signage.

K. SFWMD Concerns. Neither the Surface Water Management System nor any other the environmental areas over which SFWMD has jurisdiction shall be modified unless such modification has been previously submitted to and approved by SFWMD.

L. Prohibited Uses. No immoral, improper, offensive or unlawful use shall be made of any Parcel or of the Common Elements, or any part thereof. No Parcel Owner shall permit or suffer anything to be done or kept in its Parcel which would: (1) unreasonably increase the rate of insurance on the Condominium; (2) obstruct or interfere with the rights of other occupants of the Condominium; (3) create a nuisance; (4) interfere with the peaceful possession and proper use of any other Parcel or of the Common Elements; or (5) violate any governmental law, ordinance or regulation.

M. Leases. Each Parcel shall be leaseable, in whole or in part, without the consent of the Association or other Parcel Owners.

N. Prohibition of Separation of Common Elements, Common Interests or Easements from Parcel. Any attempt to separate the fee title to a Parcel from the undivided interest in the Common Elements and/or in the Common Surplus appurtenant to such Parcel or from the easements appurtenant to such Parcel shall be null and void. No Parcel Owner may assign, hypothecate or transfer in any manner its share in the funds and assets of the Association as an appurtenance to its Parcel.

O. Relief by Association. The Association shall have the power (but not the obligation) to grant relief in particular circumstances from the provisions of specific restrictions contained in this Article V for good cause shown.

ARTICLE VI
Easements and Other Use Rights

A. Easement in Common Elements. The Common Elements shall be subject to a non-exclusive easement in favor of each Parcel Owner, its guests and invitees, for all proper and normal purposes as provided in this Declaration. Such easement shall run with each Parcel.

B. Right of Access to Parcels; Utility Services; Drainage; Maintenance. In addition to the easements described Article III, Sections D - G above, the Association has the irrevocable right of access to each Parcel during reasonable hours, when necessary for the maintenance, repair, or replacement of any Common Elements or of any portion of a Parcel to be maintained by the Association pursuant to this Declaration or as necessary to prevent damage to the

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Common Elements, including, without limitation, the Surface Water Management System. Easements are reserved under, through and over the Condominium Property as may be required for utility services and drainage serving the Condominium. The Association shall have the right of access to each Parcel to inspect, install, maintain, repair or replace the Drainage System, the Surface Water Management System and the Main Sewer Line. When required for such maintenance, repair or replacement, the Association shall have the irrevocable right to remove any property within a Parcel for the purpose of gaining accessibility to the Main Sewer Line to be maintained, repaired or replaced. No Parcel Owner shall commit or allow to be committed any act within or without its Parcel which would interfere with or impair any of the utility provider using the easements granted herein.

C. Utility and Other Services; Drainage. Easements are reserved under, through and over the Condominium Property as may be required from time to time for sewer utility and drainage in order to serve the Condominium or Association. A Parcel Owner shall do nothing within or outside its Parcel that interferes with or impairs, or may interfere with or impair, the provision of such sewer utility or drainage facilities or the use of these easements. The Association shall have a right of access to each Parcel to maintain, repair or replace the any Common Element, including, without limitation, pipes, sewer lines, drainage lines and other components of the Common Elements, if any, without the requirement of giving of notice to Parcel Owner.

D. Encroachments. If (1) any portion of the Common Elements encroaches upon any Parcel; (2) any Parcel encroaches upon any portion of the Common Elements; (3) any encroachment shall hereafter occur as a result of any alteration or repair to the Common Elements, made by or with the consent of the Association or Developer, as appropriate. In any such event, a valid easement shall exist for such encroachment and for the maintenance of same so long as the Improvements or the relevant "improvements" upon the Land, shall stand.

ARTICLE VII
Condominium Association

A. Incorporation; Operation; Board of Administrators. Developer shall create a condominium association to be known as Dog Track Parcels Condominium Association, Inc., which shall be a not-for-profit Florida corporation and which shall operate the Condominium and undertake and perform all acts and duties incident thereto in accordance with the terms of the Articles of Incorporation and By-Laws (copies of which are annexed hereto as Exhibits D and E, respectively), the Declaration and the Act. In the event of conflict concerning the powers and duties of the Association as set forth in the Act, the Declaration, Articles of Incorporation and By-Laws, the Act shall control the Declaration, the Declaration shall control the Articles of Incorporation and the Articles of Incorporation shall control the Bylaws. The affairs of the Association shall be governed by a Board of Administration (Board of Directors) consisting of three (3) persons. Each Parcel Owner shall appoint one director in accordance with the ByLaws.

B. Automatic Membership and Voting Rights. Every Parcel Owner automatically shall be a member of the Association upon becoming the Owner of such Parcel and shall remain

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a member until its ownership ceases for any reason, at which time its membership shall cease automatically. Other than as an incident to a transfer of title to a Parcel, membership in the Association shall not be transferable and any attempted transfer shall be null and void. No person, firm or corporation holding any lien, mortgage or other encumbrance upon any Parcel shall be entitled, by virtue of such lien, mortgage or other encumbrance to membership in the Association, or to any of the rights or privileges of such membership. Each Parcel Owner shall be entitled to one vote for each Parcel owned. When more than one person holds an interest or interests in any Parcel, the vote for such Parcel shall be limited to one vote as the Owner among themselves determine. The manner of exercising voting rights shall be determined by the By-Laws of the Association.

C. Limitation Upon Liability of the Association. Notwithstanding its duty to maintain and repair certain portions of the Condominium Property, the Association shall not be liable to any Parcel Owner for injury or damage, other than the cost of maintenance and repair caused by latent conditions of the Condominium Property. Further, the Association shall not be liable for any such injury or damage caused by defects in design or workmanship or any other reason connected with any additions, alterations or improvements made by or on behalf of any Parcel Owner(s).

D. Eligibility for Board Members; Parcel Owners' Representation on the Board and Voting Rights. In order to be eligible for board membership, a person must meet the requirements set forth in this Declaration. One Board member shall be appointed by each Parcel Owner. A person who has been convicted of any felony by any court of record in the United States and who has not had its right to vote restored pursuant to law in the jurisdiction of its residence is not eligible for board membership.

E. Assessments. The Board shall have the power to fix, determine and collect from all Parcel Owners, as provided in the By-Laws, the sums necessary and adequate to provide for the Common Expenses of the Condominium and such other expenses as are provided for in this Declaration and the By-Laws. The Board shall furnish prompt notice to Parcel Owners of all assessments payable. A Parcel Owner may not be excused from payment of the Parcel Owner's share of Common Expenses unless all other Parcel Owners are likewise proportionately excluded from payment, except as provided in subparagraph E.6. below.

1. Allocation. All assessments shall be levied in proportion to each Parcel Owner's Common Interest. Should the Association be the owner of any Parcel(s), the assessment which otherwise would be due and payable to the Association on such Parcel(s), shall be levied ratably among all of the Parcel Owners excluding the Association, based upon their Common Interests, reduced by any income derived from the leasing of such Parcel(s) by the Association.

2. Special Assessments. Should the Assessments prove to be insufficient to pay the costs of operation of the Condominium, or should any emergency arise, the Board shall have the authority to levy such additional assessment(s) as it may deem necessary, subject to obtaining the Association Membership's approval of such Special Assessment by majority vote

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at a duly called meeting of the Association at which a quorum is present. The specific purpose(s) of any Special Assessment shall be set forth in a written notice of such assessment sent or delivered to each Parcel Owner. The funds collected pursuant to a Special Assessment shall be used only for the specific purpose(s) set forth in such notice or returned to the Parcel Owners; provided, however, that upon completion of such specific purpose(s), any excess funds shall be considered Common Surplus.

3. Certificate of Unpaid Assessments. Within fifteen (15) days after request by a Parcel Owner or Parcel mortgagee, the Association shall provide a certificate stating all assessments and other monies owed to the Association by the Parcel Owner with respect to the Parcel. Any person other than the Parcel Owner who relies upon such certificate shall be protected thereby.

4. Payment; Default. The assessments levied against each Parcel Owner shall be payable at the main office of the Association in such installments and at such time as may be determined by the Board of Directors as provided in the By-Laws. The payment of any such assessment shall be in default if it is not paid to the Association within ten (10) days of its due date. Assessments and installments thereof not paid within ten (10) days from its due date shall be subject to an administrative late fee equal to the greater of $25.00 or five percent (5%) of each delinquent Assessment or installment.

5. Liability of Acquiring Parcel Owner for Delinquent Assessments and Contributions to Working Capital.

(a) In the event that a Parcel is to be acquired by a subsequent Parcel Owner at a time when payment of any assessment by the transferring Parcel Owner shall be in default (whether or not a notice of lien has been recorded by the Association), then the subsequent Parcel Owner shall be jointly and severally liable with the previous Parcel Owner for all unpaid assessments that came due up to the time of the transfer of title to the subsequent Parcel Owner. Notwithstanding such joint and several liability, the subsequent Parcel Owner acquiring title to the Parcel shall pay the amount owed to the Association within thirty (30) days after transfer of the Parcel. This liability by the subsequent Parcel Owner is without prejudice to any right the subsequent Parcel Owner may have to recover from the previous Parcel Owner the amounts paid by the subsequent Parcel Owner. Failure to pay the full amount when due shall entitle the Association to record a claim of lien against the Parcel and proceed in the same manner as provided in this Article for the collection of unpaid assessments.

(b) As a condition to approval of the transfer of any Parcel by Association, in addition to the payment of an application fee to be set by the Association in its By-Laws, the purchaser of the Parcel will also make a working capital contribution in an amount equal to twice the then monthly maintenance charge owed to the Association, which sum is payable directly to the Association to provide it with additional working capital and shall not be credited against regular assessments. This sum shall be deposited in the Association's accounts for the intended purpose of adding to working capital. Notwithstanding the foregoing intent, however, all contributions may be used for any purpose.

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6. Liens; Enforcement.

(a) The assessments shall be levied against each Parcel Owner(s) who is bound to pay them. Common Expenses and Assessments shall constitute a lien against each Parcel and shall have the priority afforded by law. Actions to enforce such claims shall be in conformity with the law. Each Parcel Owner also shall be liable personally to the Association for the payment of all such assessments and for interest on any delinquent payment and for all costs of collecting such payment and interest thereon, including reasonable attorneys fees. No Parcel Owner may exempt itself from liability for any Assessment levied against him by waiver of the use or enjoyment of any of the Common Elements, or by abandonment of the Parcel or in any other way. Assessments that are unpaid after the due date shall bear interest at the maximum rate of interest chargeable to an individual as permitted by the laws of the State of Florida. Once interest has accrued, any subsequent payment shall be applied first to payment of interest and collection costs and then to the payment of the assessment first due.

(b) Each such lien shall secure: (i) all Assessments, (ii) all advances for taxes, payments on account or superior mortgages, liens or encumbrances and any other payments which the Association may pay in order to preserve and protect its lien, and (iii) all costs and expenses, including reasonable attorneys' fees, which may be incurred by the Association in enforcing the lien upon the Parcel.

(c) Each lien herein granted to the Association shall be effective upon recording a notice of lien in the Public Records of Monroe County, Florida. A notice of lien shall state the name and address of the Association, the description of the Parcel encumbered thereby, the name of the record owner, the amount due and the date when due. No lien shall continue for a period longer than one (1) year after the claim of lien shall have been recorded, unless within that time an action to enforce the lien shall be commenced in a court of competent jurisdiction. The claim of lien shall secure all unpaid assessments, interest costs and attorneys' fees which are due and which may accrue subsequent to the recording of the claim of lien and prior to entry of a final judgment of foreclosure. Such claim of lien shall be signed and verified by an officer or agent of the Association. Upon full payment of all sums secured by such lien, the same shall be satisfied of record.

(d) The Association, acting through the Board, shall have the right to assign to any Parcel Owner(s) or third party its rights for the recovery of any unpaid assessments.

(e) A lien granted to the Association may be foreclosed. No foreclosure action may be filed until at least thirty (30) days after the Association gives written notice to the Parcel Owner of its intention to foreclose its lien to collect the unpaid assessments. If this notice is not given at least thirty (30) days before the foreclosure action is filed and if the unpaid assessments, including those coming due after the claim of lien is recorded, are paid before the entry of a final judgment of foreclosure the Association shall not recover attorneys' fees or costs. The notice must be delivered personally to the Parcel Owner or made and delivered by registered or certified mail, return receipt requested. If, after diligent search and

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inquiry, the Association cannot find the Parcel Owner or a mailing address at which the Parcel Owner will receive the notice, the notice shall be given as required by law. The notice requirements of this subparagraph are satisfied if the Parcel records a notice of contest of lien as provided in the Act.

(f) If the Parcel Owner remains in possession of the Parcel after a foreclosure judgment has been entered, the court, in its discretion, may require the Parcel Owner to pay a reasonable rental for the Parcel and the Association is entitled to the appointment of a receiver to collect the rent. Furthermore, if the Parcel is rented or leased to anyone during the pending of the foreclosure action, the Association is entitled to the appointment of a receiver to collect the rent. The expenses of the receiver shall be paid by the party that does not prevail in the foreclosure action.

(g) Institution of a suit at law to collect payment of any delinquent assessment shall not prevent the Association from thereafter seeking enforcement of the collection by foreclosure of any sums then owing to it. Proceeding by foreclosure to effect such collection shall not preclude the institution of a suit at law to collect any sum then owing to it.

(h) A Parcel Owner, regardless of how title is acquired, including a purchaser at a judicial sale, shall be liable for all Assessments coming due while he or she is the Parcel Owner and shall be subject to all of the provisions of this Declaration, the By-Laws, the Rules and Regulations and applicable law. In a voluntary conveyance, the grantee shall be jointly and severally liable with the grantor for all unpaid assessments against the grantor for its share of the Common Expenses up to the time of the conveyance, without prejudice to any right the grantee may have to recover from the grantor the amounts paid by grantee.

(i) The liability of a Institutional Lender or its successor or assignees who acquire title to a Parcel by foreclosure or by deed in lieu of foreclosure for the unpaid assessments that became due prior to the mortgagee's acquisition of title is limited to the lesser of (a) the Parcel's unpaid common expenses and regular periodic assessments which accrued or came due during the six (6) months immediately preceding the acquisition of title and for which payment in full has not been received by the Association; or (b) one percent (1%) of the original mortgage debt. The provisions of this paragraph apply only if the Institutional Lender joined the Association as a defendant in the foreclosure action. Joinder of the Association is not required if, on the date the complaint is filed, the Association was dissolved or did not maintain an office or agent for service of process at a location which was known to or reasonably discoverable by the Institutional Lender. For the purposes of this subparagraph, the term "successor or assignee" as used with respect to a Institutional Lender includes only a subsequent holder of the mortgage.

7. Application of Payments. Any payments received by the Association from a delinquent Parcel Owner shall be applied first to any interest accrued, on the delinquent installment(s) as aforesaid, then to any administrative late fees, then to any costs and reasonable attorneys' fees incurred in collection and then to the delinquent and any accelerated Assessments. The foregoing shall be applicable notwithstanding any restrictive endorsement, designation or instruction placed on or accompanying a payment.

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F. Budget and Accounting. The Board shall adopt a budget for each fiscal year. Such budget shall contain estimates of all costs and expenses for the proper operation, management, and maintenance of the Condominium, including a reasonable allowance for contingencies and reserves, and shall take into account the projected income that is to be applied in reduction of the amounts required to be collected as an assessment each year. Common Expenses also shall include the cost of maintaining Common Elements and Limited Common Elements, if any. Assessments shall be established based upon such budget. Upon adoption of the budget, a copy of same shall be delivered to each Parcel Owner, although failure to deliver a copy of the budget to each Parcel Owner shall not affect the liability of any Parcel for such assessment. The Association shall maintain accounting records that shall be open to inspection by Parcel Owners or their authorized representatives at reasonable times. Written summaries of such accounting records shall be furnished to Parcel Owners or their representatives at least annually.

G. Reserves.

1. Reserves for Capital Expenditures and Deferred Maintenance. Each annual budget shall include sums to be collected and maintained as reserves to be used for capital expenditures and deferred maintenance. The amount to be reserved shall be computed by the Board by means of a formula based upon estimated remaining useful life and estimated replacement cost of each reserve item. Such reserves may be waived or reduced for a fiscal year by the affirmative vote of a majority of the Voting Interest of the Association at a duly called meeting of the Association. If such a meeting shall have been called and the necessary vote for waiver or reduction shall not have been attained or a quorum shall not have been attained, the reserves as set forth in the budget shall go into effect.

2. General Operating Reserve. Each annual budget may include a sum to be collected and maintained as a general operating reserve, which sum may be used to meet deficiencies from time to time existing as a result of delinquent payment of assessment by Parcel Owners or as a result of emergencies or to pay other costs or expenses placing financial stress upon the Association. The amount to be allocated to such operating reserve and collected therefore shall not exceed ten percent (10%) of the current annual assessment levied against all of the Parcel Owners. Upon accrual in the operating reserve of a sum equal to thirty percent (30%) of the current annual assessment, no further payments shall be collected, unless such operating reserve shall be reduced below the thirty percent (30%) level, in which event, contributions to such operating reserve shall be included in the annual assessment so as to restore the operating reserve to thirty percent (30%) of the current annual assessment.

H. Collections. All monies collected by the Association shall be treated as the separate property of the Association. Such monies may be applied by the Association to the payment of any expense of operating the Condominium, or to the proper undertaking of all acts and duties imposed upon it by virtue of this Declaration, the Articles of Incorporation and the By-Laws. All funds shall be maintained separately in the Association's name. Reserve and operating funds of the Association shall not be commingled unless combined for investment

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purposes. Although all funds and the Common Surplus shall be held for the benefit of the members of the Association, no member shall have the right to assign, hypothecate, pledge or in any manner transfer its interest therein, except as an appurtenance to its Parcel. When a Parcel Owner shall cease to be a member of the Association, the Association shall not be required to account to such Parcel Owner for any share of the funds or assets of the Association, or for any sums that such Parcel Owner may have paid to the Association.

I. Alterations.

1. By Parcel Owners. Parcel Owners may make such improvements as permitted by the governmental agencies having jurisdiction over the construction of such improvements. All approved alterations by the Parcel Owners shall be made by the Parcel Owner and in compliance with all applicable law, rules and ordinances and regulations and this Declaration. A Parcel Owner making or causing to be made any alterations agrees, and shall be deemed to have agreed, to hold the Association and all other Parcel Owners harmless from any liability arising there from. This provision may not be amended without the consent of all Parcel Owners.

2. By the Association. The Association shall have the right, with the written consent of all Parcel Owners, to make or cause to be made alterations (as distinguished from repairs and replacements) to the Common Elements.

J. Maintenance and Repair.

1. By Parcel Owners. All maintenance, repairs and replacements of, in or to any Parcel shall be the responsibility of the Parcel Owner at the Parcel Owner's sole cost and expense.

2. By the Association. All maintenance, repairs and replacements in or to the Common Elements and the operation and maintenance of the Surface Water Management System shall be performed by the Association and the cost and expense thereof shall be charged to all Parcel Owners as a Common Expense. Although not a Common Element, the Association shall be responsible for the maintenance and repair of the Lake as part of the Surface Water Management System. The Association shall be responsible for the maintenance, repair and replacement of all of the Common Elements including the Main Sewer Line. Should any incidental damage be caused to any Parcel by virtue of any work that may be done or caused to be done by the Association in the maintenance, repair or replacement of any Common Elements, the Association, shall, at its expense, repair such incidental damage. The costs of such maintenance shall be a Common Expense for the Parcel Owners.

ARTICLE VIII
Rights to Sell, Lease and Mortgage

Parcel Owners may sell, lease or mortgage a Parcel or any interest therein without the consent or approval of the Association.

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ARTICLE IX
Insurance and Reconstruction

The Condominium has been structured to reduce the insurance coverage requirements for the Association. With the exceptions of liability and fidelity insurance, generally no additional insurance will be required. Insurance covering the Association Property shall be governed by the following provisions:

A. Purchase, Custody and Payment.

1. Purchase. All insurance policies described herein covering portions of the Condominium and Association Property shall be purchased by the Association and shall be issued either by an insurance company authorized to do business in Florida or a reputable surplus lines carrier.

2. Approval. Each insurance policy, the agency and company issuing the policy hereinafter described shall be subject to the approval of the Institutional Lender which owns Parcel mortgages securing a greater aggregate indebtedness than is owned to any other Institutional Lender (the "Primary Institutional Lender") in the first instance, if requested thereby.

3. Named Insured. The named insured shall be the Association, individually, and as agent for Parcel Owners of Parcels covered by the policy, without naming them, and as agent for their mortgagees, without naming them. The Parcel Owners and their mortgagees shall be deemed additional insureds.

4. Custody of Policies and Payment of Proceeds. All policies shall provide that payments for losses made by the insurer shall be paid to the Association, and all policies and endorsements thereto shall be deposited with the Association.

5. Copies to Mortgagees. One copy of each insurance policy, or a certificate evidencing such policy, and all endorsements thereto, shall be furnished by the Association upon request to each Institutional Lender who holds a mortgage upon a Parcel covered by the policy. Copies or certificates shall be furnished not less than ten (10) days prior to the beginning of the term of the policy, or not less than ten (10) days prior to the expiration of each preceding policy that is being renewed or replaced, as appropriate.

6. Personal Property and Liability. Except as specifically provided herein or by the Act, the Association shall not be responsible to Parcel Owners to obtain insurance coverage upon the property lying within the boundaries of their Parcel, including, but not limited to, their personal property, and for their personal liability and living expense and for any other risks not otherwise insured in accordance herewith.

B. Coverage. The Association shall maintain insurance covering the following:

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1. Casualty and Windstorm. There are no Improvements that are to be insured by the Association for casualty or windstorm damage. All Improvements, fixtures, installations or additions comprising that part of the Improvements within the Parcels are to be insured by the Parcel Owners and not the Association.

2. Liability. Comprehensive general public liability insurance covering loss or damage resulting from accidents or occurrences on or about or in connection with the Non-Exclusive Ingress and Egress Easement" shall be obtained by each Parcel Owner, with coverage for combined single limit liability of not less than $1,000,000 for each accident or occurrence, $100,000 per person and $50,000 property damage, and with a cross liability endorsement to cover liabilities of the Parcel Owners as a group to any Parcel Owner, and vice versa. The Association shall also obtain and maintain liability insurance, including liability insurance for its directors and officers and for the benefit of the Association's employees, if any.

3. Workers' Compensation and Other Mandatory Insurance. There will be no employees hired by the Association without the unanimous consent of all Members. If and when applicable, the Association shall maintain workers' compensation insurance and other mandatory insurance for such employees.

4. Fidelity Insurance or Fidelity Bonds. The Association shall obtain and maintain adequate insurance or fidelity bonding of all persons who control or disburse Association funds, which shall include, without limitation, those individuals authorized to sign Association checks and the president, secretary and treasurer of the Association. The insurance policy or fidelity bond shall be in such amount as shall be determined by a majority of the Board, but must be sufficient to cover the maximum funds that will be in the custody of the Association or its management agent at any one time. The premiums on such bonds and/or insurance shall be paid by the Association as a Common Expense.

5. Other Insurance. Such other insurance may be obtained by the Association as the Board of Directors of the Association shall determine from time to time to be desirable.

When appropriate and obtainable, each of the foregoing policies shall waive the insurer's right to: (i) subrogation against the Association and against the Parcel Owners individually and as a group, (ii) to pay only a fraction of any loss in the event of coinsurance or if other insurance carriers have issued coverage upon the same risk, and (iii) avoid liability for a loss that is caused by an act of the Board of Directors of the Association, a member of the Board of Directors of the Association, one or more Parcel Owners or as a result of contractual undertakings. Additionally, each policy shall provide that any insurance trust agreement will be recognized, that the insurance provided shall not be prejudiced by any act or omissions of individual Parcel Owners that are not under the control of the Association, and that the policy shall be primary, even if a Parcel Owner has other insurance that covers the same loss.

C. Additional Provisions. All policies of insurance shall provide that such policies

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may not be canceled or substantially modified without at least thirty (30) days' prior written notice to all of the named insured's, including all mortgagees of Parcels.

D. Premiums. Premiums upon insurance policies purchased by the Association shall be paid by the Association as a Common Expense. Premiums may be financed in such manner as the Board of Directors deems appropriate.

E. Share of Proceeds. All insurance policies obtained by or on behalf of the Association shall be for the benefit of the Association, the Parcel Owners and their mortgagees, as their respective interests may appear, and shall provide that all proceeds covering property losses shall be paid to the Association. The duty of the Association shall be to receive such proceeds as are paid and to hold the same in trust for the purposes elsewhere stated herein, and for the benefit of the Parcel Owners and their respective mortgagees:

1. Insured Property. Proceeds on account of damage to the Insured Property shall be held in undivided shares for each Parcel Owner, such shares being the same as the undivided shares in the Common Elements appurtenant to each Parcel, provided that if the Insured Property so damaged includes property lying within the boundaries of specific Parcels, that portion of the proceeds allocable to such property shall be held as if that portion of the Insured Property were Optional Property as described in subparagraph (2) below.

2. Optional Property. Proceeds on account of damage solely to Parcels and/or certain portions or all of the contents thereof not included in the Insured Property (all as determined by the Association in its sole discretion) (collectively the "Optional Property"), if any is collected by reason of optional insurance which the Association elects to carry thereon (as contemplated herein), shall be held for the benefit of Parcel Owners of Parcels or other portions of the Optional Property damaged in proportion to the cost of repairing the damage suffered by each such affected Parcel Owner, which cost and allocation shall be determined in the sole discretion of the Association.

3. Mortgagees. No mortgagee shall have any right to determine or participate in the determination as to whether or not any damaged property shall be reconstructed or repaired, and no mortgagee shall have any right to apply or have applied to the reduction of a mortgage debt any insurance proceeds, except for actual distributions thereof made to the Parcel Owner and mortgagee pursuant to the provisions of this Declaration.

F. Distribution of Proceeds. Proceeds of insurance policies received by the Association shall be distributed to or for the benefit of the beneficial owners thereof in the following manner:

1. Expenses of the Association. All expenses of the Association shall be first paid or provision shall be made therefore.

2. Reconstruction or Repair. If the damaged property for which the proceeds are paid is to be repaired or reconstructed, the remaining proceeds shall be paid to defray the

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cost thereof as elsewhere provided herein. Any proceeds remaining after defraying such costs shall be distributed to the beneficial owners thereof, remittances to Parcel Owners and their mortgagees being payable jointly to them.

3. Failure to Reconstruct or Repair. If it is determined in the manner elsewhere provided that the damaged property for which the proceeds are paid shall not be reconstructed or repaired, the remaining proceeds shall be allocated among the beneficial owners as provided hereinabove, and distributed first to all Institutional Lenders in an amount sufficient to pay off their mortgages, and the balance, if any, to the beneficial owners.

G. Association as Agent. The Association is hereby irrevocably appointed as agent and attorney-in-fact for each Parcel Owner and for each owner of a mortgage or other lien upon a Parcel and for each owner of any other interest in the Condominium Property to adjust all claims arising under insurance policies purchased by the Association and to execute and deliver releases upon the payment of claims.

H. Parcel Owners' Personal Coverage. Unless the Association elects otherwise, the insurance purchased by the Association shall not cover claims against a Parcel Owner due to accidents occurring within its Parcel, nor casualty or theft loss to the contents of a Parcel Owner's Parcel. It shall be the obligation of the individual Parcel Owner, if such Parcel Owner so desires, to purchase and pay for insurance as to all such and other risks not covered by insurance carried by the Association.

I. Benefit of Mortgagees. Certain provisions in this Article IX entitled "Insurance" are for the benefit of mortgagees of Parcels and may be enforced by such mortgagees.

J. Presumption as to Damaged Property. In the event of a dispute or lack of certainty as to whether damaged property constitutes a Parcel(s) or Common Elements, such property shall be presumed to be Common Elements.

K. Reconstruction or Repair After Fire or Other Casualty; Determination to Reconstruct or Repair. Subject to the immediately following paragraph, in the event of damage to or destruction of the Insured Property (and the Optional Property, if insurance has been obtained by the Association with respect thereto) as a result of a covered casualty, the Board of Directors shall arrange for the prompt repair and restoration of the Insured Property (and the Optional Property, if insurance has been obtained by the Association with respect thereto) and the Association shall disburse the proceeds of all insurance policies to the contractors engaged in such repair and restoration in appropriate progress payments.

L. Plans and Specifications. Any reconstruction or repair must be made substantially in accordance with the plans and specifications for the original improvements and then applicable building and other codes; or if not, then in accordance with the plans and specifications approved by the Board of Directors of the Association and then applicable

building and other codes.

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M. Assessments. If the proceeds of the insurance are not sufficient to defray the estimated costs of reconstruction and repair to be effected by the Association, or if at any time during reconstruction and repair, or upon completion of reconstruction and repair, the funds for the payment of the costs of reconstruction and repair are insufficient, Assessments shall be made against the Parcel Owners in sufficient amounts to provide funds for the payment of such costs. Such Assessments on account of damage to the Insured Property shall be in proportion to all of the Parcel Owners' respective shares in the Common Elements, and on account of damage to the Optional Property, the Association shall charge the Parcel Owner (but shall not levy an Assessment) in proportion to the cost of repairing the damage suffered by each Parcel Owner thereof, as determined by the Association.

N. No Representative of Future Insurability. Developer makes no representation that future conditions or industry standards will remain such as to assure the extent or level of expense for insurance for the coverages anticipated herein.

ARTICLE X
Condemnation: Eminent Domain

A. Taking of Common Elements; Deposit of Awards with Association. The taking of Common Elements by condemnation or eminent domain ("the taking') shall be deemed to be a casualty, and the awards for that taking shall be treated as insurance proceeds and shall be with the Association. Even though the awards may be payable to Parcel Owners, the Parcel Owners shall deposit the awards with the Association.

B. Taking of Limited Common Elements; Deposit of Awards with Association. The taking of Limited Common Elements by condemnation or eminent domain ("the taking') shall be deemed to be a casualty, and the awards for that taking shall be treated as insurance proceeds and shall be deposited with the Association. Even though the awards may be payable to the Association or Parcel Owners, the Parcel Owners shall deposit the awards with the Association.

C. Taking of Common Elements. Awards for the taking of Common Elements shall be used to make the remaining portion of the Common Elements usable in the manner approved by the Board.

D. Amendment. Changes in the Condominium caused by the taking shall be evidenced in an amendment to the Declaration, which amendment shall require the approval only of a majority of the Board.

ARTICLE XI
Institutional Lenders

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A. Rights. So long as any Institutional Lender(s) shall hold any mortgage(s) upon any Parcel(s) or shall be the owner(s) of any Parcel(s), such Institutional Lender(s) shall have the following rights that may be exercised by written notice to the Association:

1. To be furnished, within ninety (90) days following the end of each fiscal year, with a copy of the Association's annual financial statement and report prepared by a certified public accountant designated by the Association, including a detailed statement of annual carrying charges or income collected and operating expenses,

2. To be given notice by the Association of any membership meeting;

3. To inspect the books and records maintained by the Association upon not less than five (5) days' advance, written notice to the Association, which inspection shall take place at the office of the Association during the Association's normal business hours;

4. To receive written notice of default concerning any Parcel encumbered by a mortgage held by such lender; and

5. To receive prompt notice of any substantial damage to the Common Elements or any Parcel on which it holds a mortgage without being required to provide the Association with a written request for this information.

B. Notice. Any Institutional Lender seeking to come within the provisions of this Article shall serve written notice of its intention upon the Association, by registered or certified mail, return receipt request, which notice shall: (1) identify the Parcel(s) upon which each such Institutional Lender holds any mortgage(s), (2) identify any Parcel(s) owned by such lender together with sufficient pertinent facts to identify the mortgage(s) on such Parcel(s); and (3) designate the place to which notices are to be given by the Association to such Institutional Lender.

ARTICLE XII
Compliance; Default

A. Compliance, Generally. Each owner, tenant and occupant of a Parcel shall comply with the provisions of this Declaration, the Articles of Incorporation and the By-Laws of the Association. Failure to comply therewith shall be grounds for relief sought by the Association that may include an action for damages, injunctive relief, foreclosure of lien or any combination of the foregoing.

B. Parcel Owner's Liability. Each Parcel Owner shall be liable for the expense of any maintenance, repair or replacement rendered necessary by its act, neglect or carelessness, or by the act of any member of its family, any guest, employee, agent or tenant, but only to the extent that such expense is not met by the insurance proceeds paid to the Association. Nothing herein, however, shall be construed so as to modify any waiver by insurance companies of rights of subrogation. The prevailing party in any action shall be entitled to recover reasonable

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attorneys' fees and costs pursuant to F.S. 718.303(1).

C. No Waiver. The failure of the Association or of a Parcel Owner to enforce any rights, provisions, covenants or conditions which may be granted by this Declaration or other Condominium documents shall not constitute a waiver to enforce such rights, provisions, covenants or conditions in the future.

D. Mandatory Non-Binding Arbitration of Disputes. Prior to the institution of court litigation, the parties to a Dispute shall participate in good faith in non-binding arbitration. The arbitration shall be conducted according to rules promulgated by the Division of Condominiums for the State of Florida and before arbitrators selected by the Association. The filing of a petition for arbitration shall toll the applicable statute of limitation for the applicable Dispute, until the arbitration proceedings are completed. Any arbitration decision shall be presented to the parties in writing, and shall be deemed final if a complaint for trial de novo is not filed in a court of competent jurisdiction in which the Condominium is located within thirty (30) days following the issuance of the arbitration decision. The prevailing party in the arbitration proceeding shall be awarded the costs of the arbitration and attorneys' fees and costs incurred in connection with the proceedings. The party who files a complaint for a trial de novo shall be assessed the other party's arbitration costs, courts costs and other reasonable costs, including, without limitation, attorneys' fees, investigation expenses and expenses for expert or other testimony or evidence incurred after the arbitration decision, if the judgment upon the trial de novo is not more favorable than the arbitration decision. If the judgment is more favorable, the party who filed a complaint for trial de novo shall be awarded reasonable court costs and attorneys' fees. Any party to an arbitration proceeding may enforce an arbitration award by filing a petition in a court of competent jurisdiction in which the Condominium is located. A petition may not be granted unless the time for appeal by the filing of a complaint for a trial de novo has expired. If a complaint for a trial de novo has been filed, a petition may not be granted with respect to an arbitration award that has been stayed. If the petition is granted, the petitioner may recover reasonable attorneys' fees and costs incurred in enforcing the arbitration award.

E. Negligence and Compliance. A Parcel Owner and/or tenant of a Parcel shall be liable for the expense of any maintenance, repair or replacement made necessary by its negligence or by that of any member of its family or its or their guests, employees, agents or lessees, but only to the extent such expense is not met by the proceeds of insurance actually collected in respect of such negligence by the Association. In the event a Parcel Owner, tenant or occupant fails to maintain a Parcel or fails to cause such Parcel to be maintained, or fails to observe and perform all of the provisions of the Declaration, the By-Laws, the Articles of Incorporation of the Association, applicable rules and regulations, or any other agreement, document or instrument affecting the Condominium Property or administered by the Association, in the manner required, the Association shall have the right to proceed in equity to require performance and/or compliance, to impose any applicable fines, to sue at law for damages, and to charge the Parcel Owner for the sums necessary to do whatever work is required to put the Parcel Owner or Parcel in compliance, provided, however, that nothing contained in this Paragraph E shall authorize the Association to enter a Parcel to enforce compliance. In any proceeding arising because of an alleged failure of a Parcel Owner, a tenant or the Association to

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comply with the requirements of the Act, this Declaration, the exhibits annexed hereto, or the rules and regulations adopted pursuant to said documents, as the same may be amended from time to time, the prevailing party shall be entitled to recover the costs of the proceeding and such reasonable attorneys' fees (including appellate attorneys' fees). A Parcel Owner prevailing in an action with the Association, in addition to recovering its reasonable attorneys' fees, may recover additional amounts as determined by the court to be necessary to reimburse the Parcel Owner for its share of Assessments levied by the Association to fund its expenses of the litigation.

F. Fines.

1. In the event a Parcel Owner or occupant fails to observe and perform all of the provisions of the Declaration, the By-Laws, of the Association, or reasonable rules and regulations of the Association, the Association shall have the right to impose a fine against the Parcel Owner and the Parcel. The amount of any fine shall be determined by the Board of Directors of the Association, but in any event shall not exceed any maximum amount permitted by the Condominium Act, as such Act may be amended from time to time. Any fine shall be imposed by written notice to the Parcel Owner or tenant, signed by an officer of the Association. The Parcel Owner, tenant, or other party against whom the fine is sought to be levied shall be afforded an opportunity for hearing after reasonable notice of not less than fourteen (14) days. Said notice shall specifically state the amount of the fine, the date, time and place of the hearing; the provisions of the Declaration, By-Laws, or rules which have allegedly been violated; and a short and plain statement of the matter asserted by the Association.

2. The party against whom the fine may be levied shall have an opportunity to respond, to present evidence, and to provide written and oral agreement on all issues involved and shall have an opportunity at the hearing to review, challenge and respond to any material considered by the Association.

3. Hearing shall be held before a committee of other Parcel Owners appointed by the Board (the "Committee"). At the hearing, the Committee shall conduct a reasonable inquiry to determine whether the alleged violation in fact occurred, and that the fine imposed is appropriate. The Parcel Owner, tenant or other party against whom the fine is sought to be levied shall have the right to attend the hearing and to produce evidence on its behalf, and if the Parcel Owner or tenant fails to attend then the hearing will be deemed waived and the Committee may ratify the fine without further proceedings. At the hearing the Committee shall ratify, or disagree with, the fine. If the Committee does not agree with the fine, the fine may not be levied. If a majority of the Committee members agrees with the fine, the Association shall give the Parcel Owner, tenant or other party against whom the fine is sought, written notice of the Committee's decision. Any fine shall be due and payable within ten (10) days after written notice of the Committee's imposition of the fine. If any fine is levied against a tenant and is not paid within ten (10) days after same is due, the Association shall have the right to evict the tenant as provided in Subparagraph F of this Declaration.

G. Costs and Attorneys' Fees. In any proceeding arising because of an alleged failure of a Parcel Owner or the Association to comply with the requirements of the Act, this

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Declaration, the exhibits annexed hereto, or the rules and regulations adopted pursuant to said documents, as the same may be amended from time to time, the prevailing party shall be entitled to recover the costs of the proceeding and such reasonable attorneys' fees (including appellate attorneys' fees).

H. Cumulative Remedies. All rights, remedies and privileges granted to the Association or the Parcel Owners pursuant to any terms, provisions, covenants or conditions of this Declaration or other Condominium documents shall be deemed to be cumulative, and the exercise of any one or more shall not be deemed to constitute an election of remedies, nor shall it preclude the party thus exercising the same from exercising such other and additional rights, remedies or privileges as may be available at law or in equity.

I. Litigation. No judicial or administrative proceeding shall be commenced or prosecuted by the Association unless approved by two-thirds of all the Members. This Paragraph shall not apply, however, to (1) actions brought by the Association to enforce the provisions of this Declaration (including, without limitation, the foreclosure of liens), (2) the imposition and collection of Assessments as provided in Article VII, Paragraph E hereof, (3) proceedings involving challenges to ad valorem taxation, or (4) counterclaims brought by the Association in proceedings instituted against it.

ARTICLE XIII
Official Records

A. Itemization. From the inception of the Association, the Association shall maintain a copy of each of the following, where applicable, which shall constitute the official records of the Association:

1. The plans, permits and other items provided by Developer pursuant to the Act.

2. A photocopy of the recorded Declaration and all amendments thereto.

3. A photocopy of the recorded By-Laws and all amendments thereto.

4. A certified copy of the Articles of Incorporation and all amendments thereto.

5. A copy of the current Rules and Regulations, if any, of the Association.

6. A book or books containing the minutes of all meetings of the Association and the Board, which minutes shall be retained for a period of not less than seven (7) years.

7. A current roster of all Parcel Owners, their mailing addresses, Parcel identifications, voting certifications, and if known, telephone numbers. In the event of the sale or other transfer of any Parcel to a third party, the purchaser or transferee shall notify the

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Association in writing of its interest in such Parcel, together with such recording information as shall be pertinent to identify the instrument by which such purchaser or transferee has acquired its interest in any Parcel. Further, each Parcel Owner shall immediately notify the Association of each and every mortgage on the Parcel, the mortgagee(s), the amount of each mortgage and all pertinent recording information. The mortgagee(s) for any Parcel may notify the Association of the existence of any such mortgage(s). Upon receipt of such notice, the Association shall register in its records all pertinent information.

8. All current insurance policies of the Association.

9. A current copy of any management agreement, lease or other contract to which the Association is a party or under which the Association or the Parcel Owners have an obligation or responsibility.

10. Bills of sale or transfer for all property owned by the Association.

11. Accounting of the Association prepared according to good accounting practices, which accounting records shall be maintained for a period of not less seven (7) years. The accounting records shall include, but not be limited to:

a. Accurate, itemized and detailed records of all receipts and expenditures;

b. A current account and a quarterly or annual statement of the account for each Parcel designating the name of the Parcel Owner, the due date and amount of each assessment, the amount paid upon the account and the balance due;

c. All audits, reviews, accounting statements and financial reports of the Association; and

d. All contracts for work to be performed. Bids for work to be performed shall also be considered official records and shall be maintained for a period of one (1) year.

12. Ballots, sign-in sheets, voting proxies, and all other papers relating to voting by Parcel Owners, which shall be maintained for a period of one (1) year from the date of the election, vote, or meeting to which the document relates.

13. All other records of the Association not specifically included in the foregoing, which are related to the operation of the Association.

14. Notwithstanding any provision in this Declaration to the contrary, the following records shall not be accessible to Parcel Owners:

(a) Any record protected by the lawyer-client privilege as described in Florida Statutes, Section 90.502; and any record protected by the work-product privilege, including any record prepared by an Association attorney or prepared at the attorney's express

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direction; which reflects a mental impression, conclusion, litigation strategy, or legal theory of the attorney or the Association, and which was prepared exclusively for civil or criminal litigation or for adversarial administrative proceedings, or which was prepared in anticipation of imminent civil or criminal litigation or imminent adversarial administrative proceedings until the conclusion of the litigation or adversarial administrative proceedings; and

(b) Information obtained by the Association in connection with the approval of any lease, sale or other transfer of a Parcel.

B. Inspection. The official records of the Association shall be maintained in Monroe County and shall be open to inspection by any member of the Association or the authorized representative of such member at all reasonable times.

C. Financial Reporting. Within ninety (90) days after the end of the fiscal year, or annually on a date provided in the Bylaws, the Association shall prepare and complete, or cause to be prepared and completed by a third party, a financial report for the preceding fiscal year. Within twenty-one (21) days after the financial report is completed or received by the Association from the third party, the Association shall mail to each Parcel Owner at the address last furnished to the Association by the Parcel Owner, or hand deliver to each Parcel Owner, a copy of the financial report or a notice that a copy of the financial report will be mailed or hand delivered to the Parcel Owner, without charge, upon receipt of a written request from the Parcel Owner.

ARTICLE XIV
Termination of Condominium

A. Termination, Generally. This Condominium may be terminated only by the unanimous consent of the Parcel Owners and the holders of mortgages, liens or other encumbrances against such Parcels. Such election to terminate shall be executed in writing by all of the aforesaid parties, and such instrument(s) shall be recorded in the Public Records of Monroe County, Florida.

B. Effect. Upon such termination, the Common Elements shall be owned in common by the Parcel Owners in the same undivided shares as each Parcel Owner previously owned in the Common Elements, and the Condominium Property shall be subject to an action for partition by any Parcel Owner or mortgagee. The exclusive relief to which all Parcel Owners shall be entitled is the partition-in-kind of the property whereby the court shall make a determination that each Parcel as described in Exhibit B is owned in fee simple subject to any necessary easements created under this Declaration with any reasonable obligations for the operation and maintenance of such easements as determined by the court. The Parcel Owners further agree that as a condition to such termination, the Parcel Owners shall form a non-profit organization to be approved by SWFMD for the purpose of acting as the operating entity for the Surface Water Management System.

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C. Creation of New Condominium. The termination of this Condominium shall not bar the creation of another condominium affecting all or any portion of the same property.

ARTICLE XV
Amendments

A. Proposal. Amendment(s) to this Declaration may be proposed by: (1) the Board acting upon a majority vote; or (2) members owning at least one-third (1/3) of the Voting Interests in the Condominium. Such proposals shall contain the full text of the provision(s) to be amended; new words shall be inserted in the text underlined, and words deleted shall be lined through with hyphens, provided, however, that if the proposed change shall be so extensive that this procedure would hinder, rather than assist the proposed amendment, it shall not be necessary to use underlinings and hyphens as indicators of words added and deleted, but instead, a notation shall be inserted immediately preceding the proposed amendment in substantially the following language: "Substantial rewording of Declaration. See provision __ for present text." Such proposed amendment(s) shall be transmitted to the President of the Association (or other officer in the President's absence) who shall thereupon call a special meeting of the members of the Association for a date not sooner than twenty (20) days nor later than sixty (60) days from receipt by him of the proposed amendment(s).

B. Notice. The Secretary shall give each member written notice of such special meeting, stating the time and place thereof, and reciting the proposed amendment(s) in reasonably detailed form, which notice shall be mailed not less than ten (10) days nor more than thirty (30) days before the date set for such special meeting. Any member may waive such notice in writing and such waiver, when filed in the records of the Association, whether before or after the meeting, shall be deemed equivalent to the giving of such notice to such member.

C. Adoption by Members. At such meeting, an affirmative vote of not less than all of the Voting Interest present in person or by proxy, at a meeting at which a quorum was established, shall be required for the adoption of any proposed amendment(s). Thereupon, such amendment(s) shall be transcribed and certified by the President and Secretary as having been duly adopted. The original or an executed copy thereof, certified and executed with the same formalities as a deed, shall be recorded in the Public Records of Monroe County, Florida, within ten (10) days from the effective date of such amendment(s). No provision of this Declaration shall be amended by reference only to its title or number. The certificate of amendment(s) shall set forth the change in the manner provided in Article XV, Paragraph A and shall refer specifically to the record data identifying this Declaration. Thereafter, a copy of such amendment(s) in recorded form shall be delivered to all of the Parcel Owners, but such delivery shall not be a condition precedent to the effectiveness of such amendment(s). A member may submit its written vote in lieu of either attending such meeting or being represented by proxy, provided that such written vote is delivered to the Secretary of the Association prior to such meeting or at such meeting. Nonmaterial errors or omissions in the amendment process shall not invalidate an otherwise properly promulgated amendment.

D. Prohibition of Certain Amendments. Anything herein to the contrary

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notwithstanding, the following matters shall not be amended without the prior written consent of all Parcel Owners and their respective mortgagees, which shall not be unreasonably withheld: (1) the change of configuration or size of any Parcel in any material fashion; (2) the material alteration or modification of the appurtenances to any Parcel; (3) the change of the proportion or percentage by which the owner of a Parcel shares the Common Expenses and owns the Common Surplus. No amendment creating timeshare estates shall be permitted without the prior written consent of all Parcel Owners and their respective mortgagees.

Notwithstanding anything herein to the contrary, the approval of a majority of Institutional First Mortgagees shall be required to effect an amendment to the Declaration which materially affects, the rights or interests of the Institutional First Mortgagees, including but not limited to those matters set forth in Section 718.110(4) and 718.110(8), Florida Statutes, as amended from time to time, which approvals shall not be unreasonably withheld.

ARTICLE XVI
Miscellaneous Provisions

A. Covenants Running with the Land. The restrictions and burdens imposed by this Declaration shall constitute covenants running with the land, and shall constitute an equitable servitude upon each Parcel. This Declaration shall be binding upon Developer and all parties who become Parcel Owners in the Condominium, and their respective heirs, legal representatives, successors and assigns.

B. Limitation on Warranties and Representations. **Developer hereby disclaims any and all express or implied warranties. There are no buildings, property or other components for which Declarant has any warranty obligations under Section 718.203 of the Act.** If, and to the extent applicable or to the extent that same have not expired by their terms, each Parcel Owner, by acceptance of a deed or other conveyance of a Parcel shall be deemed to waive and release the applicable "Declarant" from any and all express or implied warranties of every kind or nature. As to such warranties that cannot be disclaimed, and to other claims, if any, which can be made as to the aforesaid matters, all incidental and consequential damages arising there from are hereby disclaimed. All Parcel Owners, by virtue of acceptance of title to their respective Parcels (whether from the Developer or another party) shall be deemed to have automatically waived all of the aforesaid disclaimed warranties and incidental and consequential damages. Developer specifically disclaims any intent to have made any warranty or representation in connection with the Condominium Property or the Condominium documents, except as specifically set forth therein, and no person shall rely upon any warranty or representation not so specifically made therein. Any estimates of Common Expenses, taxes or other charges are deemed accurate, but no warranty or guaranty is made or intended, nor may one be relied on.

C. Developer Not Responsible for Any Future Improvements. Any and all future improvements required under this Declaration for the benefit of Parcel Owners are not and shall not be construed to be the obligation of the Declarant, including, without limitation, the

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obligation of Parcel Owner of Parcel 3 to construct the Main Sewer Line and Vacuum System.

D. Governing Law; Attorneys' Fees. Should any dispute or litigation arise between any of the parties whose rights or duties are affected or determined by this Declaration, the exhibits annexed hereto or the Rules and Regulations, such dispute or litigation shall be governed by the laws of the State of Florida and all litigation shall originate in the appropriate court in Monroe County, Florida. Enforcement shall be by action against any parties or persons violating or attempting to violate any covenants of this Declaration. The prevailing party to any action or suit pertaining to or arising out of this Declaration shall be entitled to recover, in addition to costs and disbursements, allowed by law, such sum as the court may adjudge to be reasonable for the serves of its attorney. This enforcement provision shall be in addition to any other remedies available at law, in equity or both, including the Condominium Act as amended from time to time.

E. No Waiver. No provisions contained in this Declaration shall be deemed to have been waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches that may occur.

F. Ratification. Each Parcel Owner, by reason of having acquired ownership (whether by purchase, gift, operation of law, or otherwise) shall be deemed to have agreed that all the provisions of this Declaration, and the exhibits attached hereto, as they may be amended, are fair and reasonable in all material respects.

G. Severability. In the event that any of the terms, provisions or covenants of this Declaration are held to be invalid or unenforceable for any reason whatsoever, such holding shall not affect, alter, modify or impair in any manner any of the other terms, provisions or covenants hereof or the remaining portions of any terms, provisions or covenants.

H. Interpretation of Content. Whenever the context so requires, the use of any gender shall be deemed to include all genders, and the use of the singular shall include the plural, and plural shall include the singular. The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the operation of the Condominium.

I. Captions. The captions in this Declaration and exhibits annexed hereto are inserted solely as a matter of convenience and shall not be used in construing the effect of meaning of any of the text of this Declaration or exhibits.

J. Notices. Unless otherwise provided, whenever notices are required to be sent hereunder, the same may be delivered to Parcel Owners, either personally or by mail, addressed to such Parcel Owners at their places of business on file with the Association. Proof of such mailing or personal delivery by the Association shall be given by the affidavit of the person mailing or delivering said notices. Notices to the Association shall be sent by certified mail, return receipt requested, to the office of the Association at: 201 Front Street, Key West, Florida

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33040. All notices shall be deemed given when mailed. Any party may change its mailing address by written notice duly receipted for. Notices required to be given to the personal representative of a deceased owner, or devisee when there is not a personal representative, may be delivered either personally or by mail to such party at his or her or its address appearing in the records of the court wherein the estate of such deceased owner is being administered.

K. Schedule of Exhibits. Exhibits attached hereto and made a part hereof are the following:

Exhibit A-1 - Legal Description of entire Condominium Property;
Exhibit A-2 - Legal Description of Parcels and Easement Area encumbering Parcel 3
Exhibit B - Survey, Graphic Description and Plot Plans;
Exhibit C - Sketch of Easement Locations
Exhibit D - Articles of Incorporation of Dog Track Parcels Condominium Association, Inc.; and
Exhibit E - By-Laws of Dog Track Parcels Condominium Association, Inc.

IN WITNESS WHEREOF, Developer has caused this Declaration to be duly executed this 9th day of June, 2003.

WITNESSED BY:

Print Name: Edwin H. Scales

Print Name: JOHN R. MILSON II

DOG TRACK PARTNERSHIP, a Florida general partnership

By: Old Town Key West Development, Ltd., a Florida limited partnership, its managing general partner

By: [redacted]
Name: Edwin C. Swift, III
Title: Managing General Partner

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STATE OF FLORIDA)
)
COUNTY OF MONROE)

This instrument was acknowledged before me this 9th day of June, 2003 by Edwin O. Swift as of Old Town Key West Development, Ltd., a Florida limited partnership, the managing general partner of Dog Track Partnership, a Florida general partnership, on behalf of the partnership, who is personally known to me, or who presented _____ as identification.

Karen G. Rosado

Print Name: KAREN G. ROSADO
Notary Public State of Florida
Commission No.: CC922856
Expiration Date: 4/3/2004

OFFICIAL NOTARY SEAL
KAREN G ROSADO
COMMISSION NUMBER
CC922856
MY COMMISSION EXPIRES
APR 3,2004

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CONSENT OF CONDOMINIUM ASSOCIATION

DOG TRACK PARCELS CONDOMINIUM ASSOCIATION, INC., a Florida not-for-profit corporation, having a vested interest in the parcel of real property described in the foregoing Declaration of Condominium, hereby consents to and joins in the filing of the Declaration of Condominium of Dog Track Parcels Condominium.

This Consent of Condominium Association is executed at Key West, Florida, this day of June, 2003.

JOHN R. ALLISON, III

EDWIN A. SCALES

DOG TRACK PARCELS CONDOMINIUM ASSOCIATION, INC., a Florida not-for-profit corporation

By: Edwin O. Swift, as President

STATE OF FLORIDA)
) SS.
COUNTY OF MONROE)

BEFORE ME, the undersigned authority, a notary public, authorized to administer oaths in the State of Florida, personally appeared Edwin O. Swift as president of DOG TRACK PARCELS CONDOMINIUM ASSOCIATION, INC., a Florida not-for-profit corporation to me known to be the individuals described in, or who produced Florida driver's licenses for identification, and ( ) did (✓) did not take an oath.

SWORN and subscribed to before me this 9th day of June, 2003.

OFFICIAL NOTARY SEAL
KAREN G ROSADO
COMMISSION NUMBER
CC922850
MY COMMISSION EXPIRES
4/3/2004

Notary Public KAREN G. ROSADO
State of Florida at Large
My Commission Expires: 4/3/2004

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CONSENT OF MORTGAGEE

FIRST STATE BANK, a Florida banking corporation, having a vested interest in the parcel of real property described in the foregoing Declaration of Condominium as mortgage holder of that certain mortgage as recorded in Official Records Book 177 at Page 1111, Public Records of Monroe County, Florida (the "Mortgage"), hereby consents to and joins in the filing of the Declaration of Condominium of Dog Track Parcels Condominium and subordinates the Mortgage to the Declaration.

This Consent of Mortgagee is executed at Key West, Florida, this day of June, 2003.

FIRST STATE BANK, a Florida banking corporation

By: Robert Murrell, as Vice President

STATE OF FLORIDA)
) SS.
COUNTY OF MONROE)

BEFORE ME, the undersigned authority, a notary public, authorized to administer oaths in the State of Florida, personally appeared Robert Murrell as vice president of FIRST STATE BANK, a Florida banking corporation to me known to be the individuals described in, or who produced Florida driver's licenses for identification, and ( ) did ( ) did not take an oath.

SWORN and subscribed to before me this day of June, 2003.

Shelley A. Lowe
MY COMMISSION EXPIRES
November 27, 2004
#CC975780
Bonded thru
Troy Fain-Insurance
NOTARY PUBLIC, STATE OF FLORIDA

Notary Public
State of Florida at Large
My Commission Expires:

06.04.03

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LEGAL DESCRIPTION:
Commencing at the Northwest corner of Block 57, at the intersection of Fifth Street and Fifth Avenue as recorded in Plat Titled "All of Lots 1, 2, 3, 5, 6 Section 35, Lot 2, Section 36, Lot 3 Section 26, Lot 2, Section 34, Stock Island, Township 67 South, Range 25 East", Tallahassee Meridian, Florida, as recorded in Plat Book 1, Page 55, Public Records of Monroe County, Florida; thence Southeast along the Southerly right-of-way line of Fifth Avenue, 500 feet to the Point of Beginning; being by mutual agreement, the Northeast corer of Lot 5, Block 57 of the said plat of Stock Island; thence continue along said Southerly right of way line of Fifth Avenue, 700 feet to the new, mutually agreed upon, Northwest corner of Lot 13, thence at right angles, in a Southwesterly direction 700 feet; thence at right angles in a Northwesterly direction direction 700 feet; thence at right angles in a Northeasterly direction 700 feet to the Point of Beginning. Due to the existing shortage, this parcel of land by proportioning and mutual agreement, includes the East 73.11 feet of Lot 6, all of Lots 7, 8, 9, 10, 11 and 12, and the West 53.78 feet of Lot 13.

EXHIBIT A-1

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LEGAL DESCRIPTION: Parcel 1:

A portion of Lots 6, 7, 8, 9, 10, & 11, all as originally platted, and adjacent filled baybottom, Block 57, "All of Lots 1, 2, 3, 5, 6, Section 35; Lot 2, Section 36; Lot 3, Section 26, Lot 2, Section 34, Stock Island, Township 67 South, Range 25 East", as recorded in Plat Book 1, at Page 55 of the Public Records of Monroe County, Florida and being more particularly described as follows:
Commence at the Northwest corner of said Block 57, being the intersection of the Easterly Right-of-Way Line of Fifth Street and the Southerly Right-of-Way Line of Fifth Avenue; thence S 83°56'00" E along the said Southerly Right-of-Way Line of Fifth Avenue for 500.00 feet to the Point of Beginning; thence continue S 83°56'00" E along the said Southerly Line of Fifth Avenue for 405.50 feet; thence S 06°04'00" W for 141.00 feet; thence N 83°56'00" W for a distance of 405.50 feet to the said Easterly Right-of-Way Line of Shrimp Road;
thence N 06°04'00" E along the Easterly Easement Line of Shrimp Road for 141.00 feet to the said Southerly Right-of-Way Line of Fifth Avenue and the Point of Beginning.
Containing 57,175.50 Square Feet or 1.3126 Acres, more or less.

LEGAL DESCRIPTION: Parcel 2:

A portion of Lot 12, the East 20.22 feet of Lot 11, and the West 53.78 feet of Lot 13, all as originally platted, and adjacent filled baybottom, Block 57, "All of Lots 1, 2, 3, 5, 6, Section 35; Lot 2, Section 36; Lot 3, Section 26, Lot 2, Section 34, Stock Island, Township 67 South, Range 25 East", as recorded in Plat Book 1, at Page 55 of the Public Records of Monroe County, Florida and being more particularly described as follows:
Commence at the Northwest corner of said Block 57, being the intersection of the Easterly Right-of-Way Line of Fifth Street and the Southerly Right-of-Way Line of Fifth Avenue; thence S 83°56'00" E along the said Southerly Right-of-Way Line of Fifth Avenue for 1016.00 feet to the Point of Beginning; thence continue S 83°56'00" E along the said Southerly Line of Fifth Avenue for 184.00 feet; thence S 06°04'00" W for 248.00 feet; thence N 83°56'00" W for 75.50 feet; thence N 06°04'00" E for a distance of 35.00 feet; thence N 83°56'00" W for a distance of 108.50 feet; thence N 06°04'00" E for 213.00 feet to the said Southerly Right-of-Way Line of Fifth Avenue and the Point of Beginning.
Containing 41,834.50 Square Feet or 0.9604 Acres, more or less.

LEGAL DESCRIPTION: Parcel 3 including Easement:

A portion of Lots 6, 7, 8, 9, 10, 11, 12 & 13, all as originally platted, and adjacent filled baybottom, Block 57, "All of Lots 1, 2, 3, 5, 6, Section 35; Lot 2, Section 36; Lot 3, Section 26, Lot 2, Section 34, Stock Island, Township 67 South, Range 25 East", as recorded in Plat Book 1, at Page 55 of the Public Records of Monroe County, Florida and being more particularly described as follows:
Commence at the Northwest corner of said Block 57, being the intersection of the Easterly Right-of-Way Line of Fifth Street and the Southerly Right-of-Way Line of Fifth Avenue; thence S 83°56'00" E along the said Southerly Right-of-Way Line of Fifth Avenue for 905.50 feet to the Point of Beginning; thence continue along the said Southerly Right-of-Way line of Fifth Avenue for a distance of 110.50 feet; thence S 06°04'00" W for a distance of 213.00 feet; thence S 83°56'00" E for a distance of 108.50 feet; thence S 06°04'00" W for a distance of 35.00 feet; thence S 83°56'00" E for a distance of 75.50 feet; thence S 06°04'00" W for a distance of 452.00 feet; thence N 83°56'00" W for a distance of 700.00 feet to the Easterly Right-of-Way Line of Shrimp Road; thence N 06°04'00' E and along the said Easterly Line of Shrimp Road for a distance of 559.00 feet; thence S 83°56'00" E for a distance of 405.50 feet; thence N 06°04'00" E for a distance of 141.00 feet to the said Southerly Right-of-Way Line of Fifth Avenue, and the Point of Beginning.
Containing 390990.00 Square Feet, or 8.9759 Acres, more or less.

LEGAL DESCRIPTION: Easement:

A portion of Lots 6, 7, 8, 9, 10, 11, 12 & 13, all as originally platted, and adjacent filled baybottom, Block 57, "All of Lots 1, 2, 3, 5, 6, Section 35; Lot 2, Section 36; Lot 3, Section 26, Lot 2, Section 34, Stock Island, Township 67 South, Range 25 East", as recorded in Plat Book 1, at Page 55 of the Public Records of Monroe County, Florida and being more particularly described as follows:
Commence at the Northwest corner of said Block 57, being the intersection of the Easterly Right-of-Way Line of Fifth Street and the Southerly Right-of-Way Line of Fifth Avenue; thence S 83°56'00" E along the said Southerly Right-of-Way Line of Fifth Avenue for 905.50 feet to the Point of Beginning; thence continue along the said Southerly Right-of-Way line of Fifth Avenue for a distance of 110.50 feet; thence S 06°04'00" W for a distance of 213.00 feet; thence S 83°56'00" E for a distance of 108.50 feet; thence S 06°04'00" W for a distance of 35.00 feet; thence S 83°56'00" E for a distance of 75.50 feet; thence S 06°04'00" W for a distance of 10.00 feet; thence N 83°56'00" W for a distance of 174.00 feet; thence N 06°04'00" E for a distance of 25.00 feet; thence N 83°56'00" W for a distance of 83.00 feet; thence N 06°04'00' E for a distance of 54.00 feet; thence N 83°56'00' W for a distance of 463.00 feet to the Easterly Right-of-Way line of Shrimp Road; thence N 06°04'00" E and along the said Easterly Right-of-Way Line of Shrimp Road for a distance of 38.00 feet; thence S 83°56'00" E for a distance of 405.50 feet; thence N 06°04'00" E for a distance of 141.00 feet to the said Southerly Right-of-Way Line of Fifth Avenue, and the Point of Beginning.
Containing 43,438.00 Square Feet, or 0.9972 Acres, more or less.

EXHIBIT A-2

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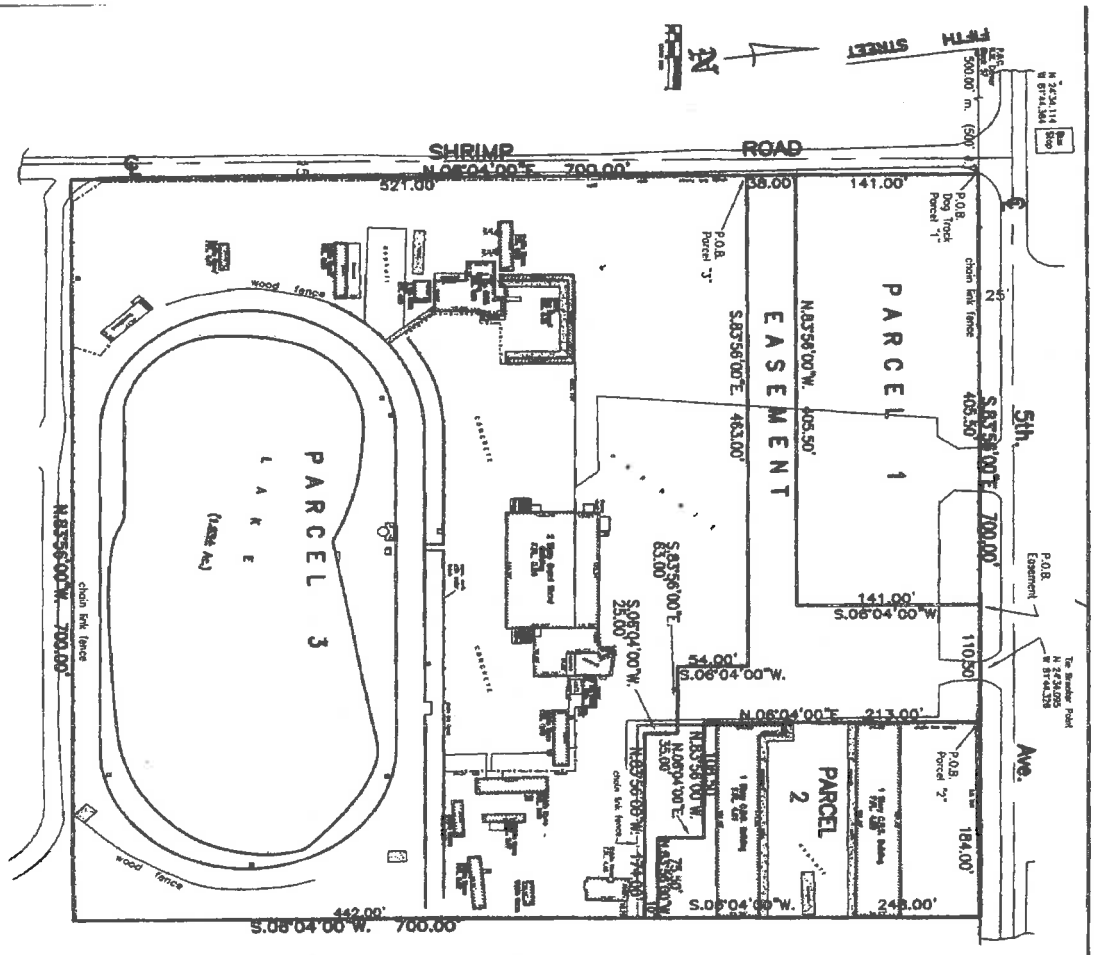

EXHIBIT B

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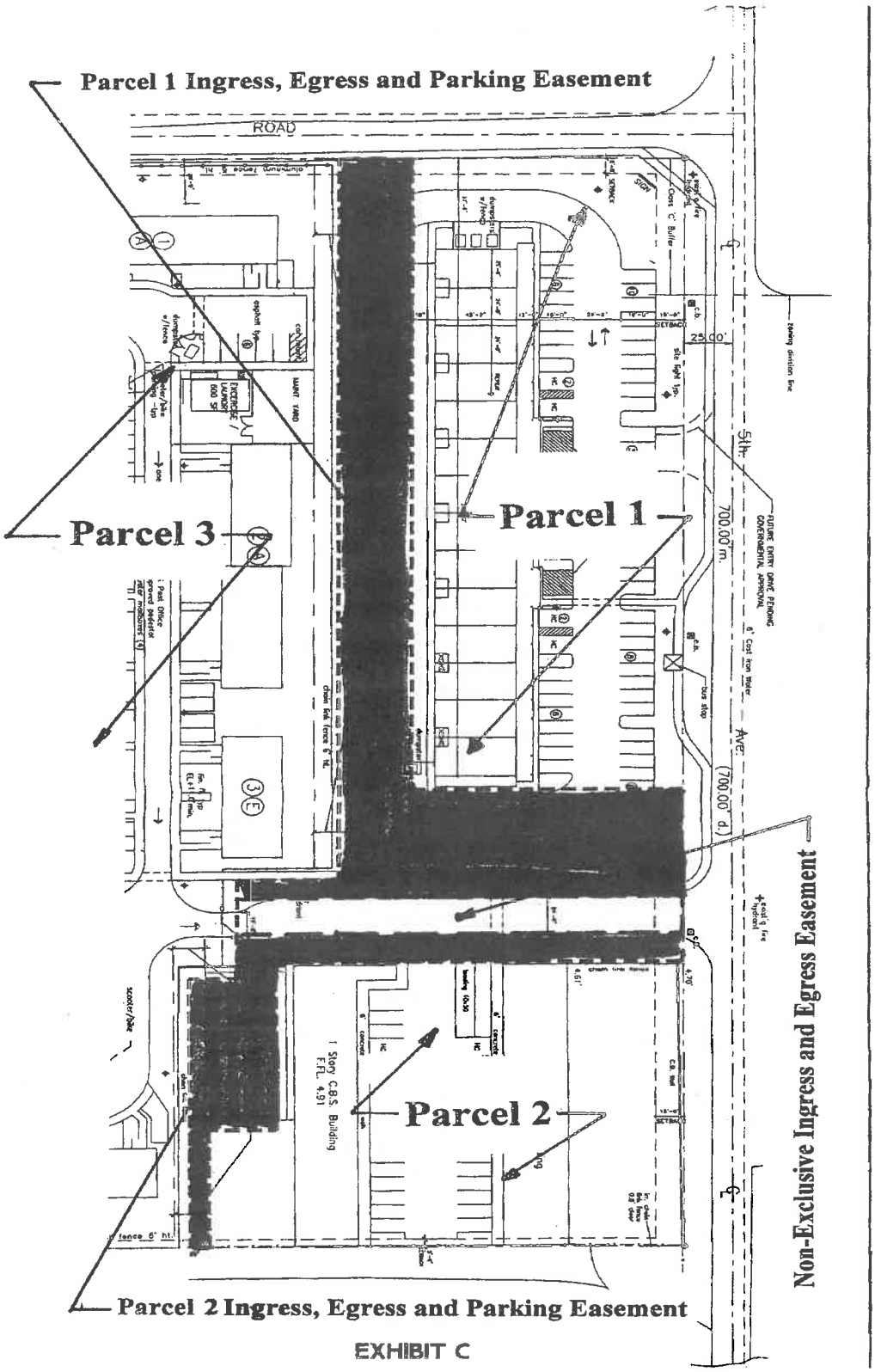

EXHIBIT C

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ARTICLES OF INCORPORATION

OF

DOG TRACK PARCELS CONDOMINIUM ASSOCIATION, INC.

The undersigned, by these Articles, hereby form this not-for-profit corporation under the laws of the State of Florida, pursuant to Chapter 718, Florida Statutes, and certify as follows:

ARTICLE I
NAME

The name of the corporation shall be Dog Track Parcels Condominium Association, Inc. For convenience, the Corporation shall be referred to in this instrument as "the Association."

ARTICLE II
PURPOSES AND POWERS

The Association does not contemplate pecuniary gain or profit to the members thereof. The specific purposes for which it is formed are to provide for maintenance, preservation and architectural control of the condominium units and common elements within that certain Condominium more particularly described in the Declaration of Condominium for Dog Track Parcels Condominium (hereinafter, "the Declaration of Condominium"), and to promote the health, safety and welfare of the residents within the Condominium and any additions. In order to effectuate these purposes, the Association shall have the power to exercise all of the powers and privileges and to perform all of the duties and obligations of the Association as set forth in the Declaration of Condominium, which powers and privileges include but are not limited to the following:

1. to fix, levy, collect and enforce payment by any lawful means all appropriate charges or assessments;

2. to pay all expenses incident to the conduct of the business of the Association, including all licenses, taxes and governmental charges levied or imposed against the Common Elements;

3. to acquire (by gift, purchase or otherwise), own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use or otherwise dispose of property, including, without limitation, the Common Elements on behalf of the membership of the Association;

4. to borrow money and mortgage, pledge or hypothecate any or all of the Common Elements as security for money borrowed or debts incurred;

5. to participate in mergers and consolidations with other non-profit corporations organized for the same purposes; and

6. to have and to exercise any and all powers, rights and privileges which a corporation organized under the Florida Not-for-Profit Corporation Law may now or hereafter have or exercise, including, without limitation, the power to operate and maintain common property and specifically the surface water management system as permitted by the South Florida Water Management District including all lakes, retention areas, culverts and related appurtenances, establish rules and regulations including such rules and regulations for the surface water management system, assessmembers and enforce said assessments, sue and be sued, and contract for services to provide for the operation and maintenance of common property including the surface water management system.

ARTICLE III
MEMBERSHIP AND VOTING

A. Membership. Every person or entity who is a record owner of any Unit in the Condominium shall be a member of the Association. The foregoing does not include persons or entities who hold an interest merely as security for the performance of an obligation. Change of membership in the Association shall be established by recording in the Public Records of Florida, a deed or other instrument establishing a record title to any Unit in a transferee and the delivery to the Association of a certified copy of such instrument. Upon such delivery, the transferee designated by such instrument shall become a member of the Association and the membership of the transferor shall be terminated.

B. Appurtenance to Unit. The share of a member in the funds and assets of the Association shall not be assigned, hypothecated or transferred in any manner except as an appurtenance to his Unit.

EXHIBIT D

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C. Voting Rights. Each Owner shall be entitled to one vote for each Unit owned. When more than one person holds an interest or interests in any Unit, the vote for such Unit shall be limited to one vote as the Owners among themselves determine. The manner of exercising voting rights shall be determined by the By-Laws of the Association.

D. Meetings. The By-Laws shall provide for meetings of the members.

ARTICLE IV
BOARD OF DIRECTORS/ADMINISTRATORS

A. Membership of Board. The affairs of this Association shall be managed by a Board consisting of the number of Directors (sometimes referred to as "Administrators") determined by the By-Laws, but not fewer than three (3) Directors.

B. Election and Removal. Directors shall be elected at the annual meeting of the members in the manner determined by the By-Laws. Directors may be removed and vacancies on the Board shall be filled in the manner provided by the By-Laws.

C. First Board of Directors/Administrators. The names and addresses of the persons who shall act in the capacity of Directors (Administrators) until their successors shall be elected and qualified are as follows:

NAME	ADDRESS
Edwin O. Swift	201 Front Street Key West, Florida 33040
Lloyd Boggio	2937 S.W. 27th Avenue, Suite 303 Miami, Florida 33133
Ramon Rodriguez	Key West, Florida 33040

The Administrators named above shall serve until the first election of Administrators, as determined by the By-Laws and any vacancies in their number occurring before the first election of Administrators shall be filled by act of the remaining Administrators.

ARTICLE V
OFFICERS

The affairs of the Association shall be administered by the Officers designated in the By-Laws. After the first election of Administrators, the Officers shall be elected by the Board at the first Board meeting following the annual meeting. Administrators shall serve at the pleasure of the Board. The names and addresses of the officers who shall serve until their successors are designated by the Board are as follows:

President:	Edwin O. Swift 201 Front Street Key West, Florida 33040
Vice President:	Lloyd Boggio 2937 S.W. 27th Avenue, Suite 303 Miami, Florida 33133
Secretary:	Ramon Rodriguez Key West, Florida 33040
Treasurer:	Ramon Rodriguez Key West, Florida 33040

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ARTICLE VI
INDEMNIFICATION

A. Indemnitees. The Association shall indemnify any person who was or is a party to any proceeding (other than an action by, or in the right of, the Association) by reason of the fact that Indemnitee is or was a director, officer, employee or agent (each, an "Indemnitee") of the Association, against liability incurred in connection with such proceeding, including any appeal thereof, if Indemnitee acted in good faith and in a manner Indemnitee reasonably believed to be in, or not opposed to, the best interests of the Association and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. The termination of any proceeding by judgment, order, settlement, or conviction or upon a plea of *nolo contendere* or its equivalent shall not, of itself, create a presumption that the person did not act in good faith and in a manner which Indemnitee reasonably believed to be in, or not opposed to, the best interests of the Association or, with respect to any criminal action orproceeding, had reasonable cause to believe that his conduct was unlawful.

B. Indemnification. The Association shall indemnify any person, who was or is a party to any proceeding by or in the right of the Association to procure a judgment in its favor by reason of the fact that Indemnitee is or was a director, officer, employee, or agent of the Association against expenses and amounts paid in settlement not exceeding, in the judgment of the board of directors, the estimated expense of litigating the proceeding to conclusion, actually and reasonably incurred in connection with the defense or settlement of such proceeding, including any appeal thereof. Such indemnification shall be authorized if such person acted in good faith and in a manner Indemnitee reasonably believed to be in, or not opposed to, the best interests of the Association, except that no indemnification shall be made under this subsection in respect of any claim, issue, or matter as to which such person shall have been adjudged to be liable unless, and only to the extent that, the court in which such proceeding was brought, or any other court of competent jurisdiction, shall determine upon application that, despite the adjudication of liability but in view of all circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which such court shall deem proper.

C. Indemnification for Expenses. To the extent that a director, officer, employee, or agent of the Association has been successful on the merits or otherwise in defense of any proceeding referred to in subsection A or B, or in defense of any claim, issue, or manner therein, Indemnitee shall be indemnified against expenses actually and reasonably incurred by him in connection therewith.

D. Determination of Applicability. My indemnification under subsection A or subsection B, unless pursuant to a determination by a court, shall be made by the Association only as authorized in the specific case upon a determination that indemnification of the director, officer, employee, or agent is proper under the circumstances because Indemnitee has met the applicable standard of conduct set forth in subsection A or subsection B. Such determination shall be made:

1. By the Board of Directors by a majority vote of a quorum consisting of Directors who were not parties to such proceeding;

2. If such a quorum is not obtainable or, even if obtainable, by majority vote of a Committee duly designated by the Board of Directors (in which Directors who are parties may participate) consisting solely of two or more Directors not at the time parties to the proceeding;

3. By independent legal counsel:

   (a) Selected by the non-party Board of Directors or committee prescribed above; or

   (b) If a quorum of the non-party Directors cannot be obtained and the non-party Committee cannot be designated as provided above (in which Directors who are parties may participate); or

4. By a majority of the voting interests of the members of the Association who were not parties to such proceeding.

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E. Determination Regarding Expenses. Evaluation of the reasonableness of expenses and authorization of indemnification shall be made in the same manner as the determination that indemnification is permissible however, if the determination of permissibility is made by independent legal counsel, persons specified by paragraph D.1 shall evaluate the reasonableness of expenses and may authorize indemnification.

F. Advancing Expenses. Expenses incurred by an officer or director in defending a civil or criminal proceeding may be paid by the Association in advance of the final disposition of such proceeding upon receipt of an undertaking by or on behalf of such director or officer to repay such amount if Indemnitee is ultimately found not to be entitled to indemnification by the Association pursuant to this section. Expenses incurred by other employees and agents may be paid in advance upon such terms or conditions that the Board of Directors deems appropriate.

G. Exclusivity: Exclusions. The indemnification and advancement of expenses provided pursuant to this section are not exclusive, and the Association may make any other or further indemnification or advancement of expenses of any of its directors, officers, employees, or agents, under any bylaw, agreement, vote of shareholders or disinterested directors, or otherwise, both as to action in his official capacity and as to action in another capacity while holding such office. However, indemnification or advancement of expenses shall not be made to or on behalf of any director, officer, employee, or agent if a judgment or other final adjudication establishes that his actions, or omissions to act, were material to the cause of action so adjudicated and constitute:

1. A violation of the criminal law, unless the director, officer, employee, or agent had reasonable cause to believe his conduct was lawful or had no reasonable cause to believe his conduct was unlawful;

2. A transaction from which the director, officer, employee, or agent derived an improper personal benefit; or

3. Willful misconduct or a conscious disregard for the best interests of the Association in a proceeding by or in the right of the Association to procure a judgment in its favor or in a proceeding by or in the right of the members of the Association.

H. Continuing Effect. Indemnification and advancement of expenses as provided in this section shall continue as, unless otherwise provided when authorized or ratified, to a person who has ceased to be a director, officer, employee, or agent and shall inure to the benefit of the heirs, executors, and administrators of such a person, unless otherwise provided when authorized or ratified.

I. Application to Court. Notwithstanding the failure of the Association to provide indemnification, and despite any contrary determination of the Board or of the members in the specific case, a director, officer, employee, or agent of the Association who is or was a party to a proceeding may apply for indemnification or advancement of expenses, or both, to the court conducting the proceeding, to the circuit court, or to another court of competent jurisdiction. On receipt of an application, the court, after giving any notice that it considers necessary, may order indemnification and advancement of expenses, including expenses incurred in seeking court-ordered indemnification or advancement of expenses, if it determines that:

1. The director, officer, employee, or agent is entitled to mandatory indemnification under subsection C, in which case the court shall also order the Association to pay the director reasonable expenses incurred in obtaining court-ordered indemnification or advancement of expenses;

2. The director, officer, employee, or agent is entitled to indemnification or advancement of expenses, or both, by virtue of the exercise by the Association of its power pursuant to subsection G; or

3. The director, officer, employee, or agent is fairly and reasonably entitled to indemnification or advancement of expenses, or both, in view of all the relevant circumstances, regardless of whether such person met the standard of conduct set forth in subsection A, subsection B, or subsection G, unless (a) a court of competent jurisdiction determines, after all available appeals have been exhausted or not pursued by the proposed indemnitee, that Indemnitee did not act in good faith or acted in a manner Indemnitee reasonably believed to be not in, or opposed to, the best interest of the Association, and, with respect to any criminal action or proceeding, that Indemnitee had reasonable cause to believe his conduct was unlawful, and (b) such court further specifically determines that indemnification should be denied. The termination of any proceeding by judgment, order, settlement, conviction or upon a plea of nolo contendere or its equivalent shall not, of itself, create a presumption that the person did not act in good faith or did act in a manner which Indemnitee reasonably believed to be not in, or opposed to, the best interest

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of the Association, and, with respect to any criminal action or proceeding, that Indemnitee had reasonable cause to believe that his conduct was unlawful.

J. Definitions. For purposes of this Article, the term "expenses" shall be deemed to include attorneys' fees, including those for any appeals; the term "liability" shall be deemed to include obligations to pay a judgment, settlement, penalty, fine, and expenses actually and reasonably incurred with respect to a proceeding; the term "proceeding" shall be deemed to include any threatened, pending, or completed action, suit, or other type of proceeding, whether civil, criminal administrative or investigative, and whether formal or informal; and the term "agent" shall be deemed to include a volunteer, the term "serving at the request of the Association" shall be deemed to include any service as a director, officer, employee or agent of the Association that imposes duties on such persons.

K. Amendment. Anything to the contrary herein notwithstanding, no amendment to the provisions of this Article VI shall be applicable as to any party eligible for indemnification hereunder who has not given his prior written consent to such amendment.

ARTICLE VII
BY-LAWS

The first By-Laws of the Association shall be adopted by the Board and may be thereafter altered, amended or rescinded in the manner provided in such By-Laws.

ARTICLE VIII
AMENDMENTS

Amendments to the Articles of Incorporation may be considered at any regular or special meeting of the members and may be adopted in the following manner:

1. Notice of the subject matter of a proposed amendment and of the meeting at which a proposed amendment is considered, and said notice shall be made as required by the By-Laws.

2. A resolution for the adoption of a proposed amendment may be proposed either by the Board or by a majority of the voting members. Administrators and members not present in person or by proxy at the meeting considering the amendment may express their approval in writing, provided that such approval is delivered to the Secretary at or prior to the meeting. Such amendments must be approved by not less than sixty-seven (67%) percent of the votes of the voting members.

ARTICLE IX
TERM

The term of the Association shall be perpetual.

ARTICLE X
DISSOLUTION

The Association may be dissolved with the assent given in writing and signed by not less than seventy-five percent (75%) of the voting members. Upon dissolution of the Association, other than incident to a merger or consolidation, the assets of the Association shall be dedicated to an appropriate public agency to be used for purposes similar to those for which the Association was created, including, without limitation, all property of the Association consisting of the surface waater management system shall be conveyed to an appropriate agency of local government. In the event that such dedication shall be refused acceptance, such assets shall be granted, conveyed and assigned to any Florida profit or Florida non-profit corporation to be devoted to such similar purposes, including, without lijmitation, the surface water management system must be dedicated to a similar non-profit corporation.

ARTICLE XI
SUBSCRIBERS

The names and addresses of the subscriber of these Articles of Incorporation are as follows:

John R. Allison, III

100 S.W. Second St. #3350
Miami, Florida 33131

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ARTICLE XII
MISCELLANEOUS

A. Developer's Rights. No amendment of these Articles of Incorporation or the By-Laws shall change Developer's rights and privileges as set forth in the Declaration of Condominium without Developer's prior written approval so long as Developer owns any Unit.

B. Stock. The Association shall issue no shares of stock of any kind or nature whatsoever.

C. Severability. Invalidation of any one or more of the provisions hereof shall in no way affect any other provisions, which shall remain in full force and effect.

D. Principal Office: Registered Office and Registered Agent. The initial principal office shall be 201 Front Street, Key West, Florida 33040. The initial registered office of the Association shall be 150 West Flagler Street, Miami, Florida 33130. The initial registered agent at that address shall be Patricia K. Green.

IN WITNESS WHEREOF, the subscribers have affixed their signatures this 28th day of May, 2003.

John R. Allison, III

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

BEFORE ME, the undersigned authority, a notary public, authorized to administer oaths in the State of Florida, personally appeared John R. Allison, III, who ( ) is personally known to me to be the individuals described in, or ( ) who produced Florida driver's licenses for identification, and he did not take an oath.

SWORN and subscribed to before me this 28 day of May, 2003.

NOTARY PUBLIC, State of Florida
at Large

My Commission Expires:

Marsica Massarelli
Commission # DD132298
Expires July 8, 2006
Bonded Thru
Atlantic Bonding Co., Inc.

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ACKNOWLEDGMENT:

Having been named to accept service of process for the above-named corporation at the place designated in these Articles, I hereby agree to act in such capacity and agree to comply with the provisions of all applicable statutes concerning the proper and complete performance of my duties.

Patricia K. Green

Dated: May 21, 2003

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BY-LAWS
OF
DOG TRACK PARCELS CONDOMINIUM
ASSOCIATION, INC.

ARTICLE I: IDENTITY

A. Scope.

These By-Laws shall apply to Dog Track Parcels Condominium Association, Inc. ("the Association"), a corporation not for profit under the laws of the State of Florida, organized for the purpose of administering that certain condominium located in Monroe County, Florida, and known as Dog Track Parcels Condominium ("the Condominium"). These By-Laws expressly are subject to the terms, provisions, conditions and authorizations contained in the Articles of Incorporation and in the Declaration of Condominium ("the Declaration"). All of the terms used in these By-Laws shall have the same definitions and meanings as those set forth in the Declaration, unless herein provided to the contrary, or unless the context otherwise requires. The word "unit" shall be synonymous with "Parcel" as used in the Declaration. Whenever the context so permits, the singular shall include the plural, the plural shall include the singular and the use of any gender shall be deemed to include all genders.

B. Compliance.

Each present and future owner and tenant, guest, licensee, servant, agent, employee and any other person who shall be permitted to use the facilities of the Condominium or a unit shall comply strictly with these By-Laws and the Rules and Regulations issued by the Association and with the covenants, conditions and restrictions set forth in the Declaration and the deed to the unit. Ownership, rental or occupancy of any unit conclusively shall be deemed to mean that the owner, tenant or occupant has accepted and ratified these By-Laws and the Rules and Regulations of the Association and will comply with them. Failure to comply with any of the same shall be grounds for a civil action to recover sums due for damages or injunctive relief, or both, maintainable by the Association on behalf of the unit owners.

C. Principal Office.

The principal office of the Association shall be 201 Front Street, Key West, Florida 33040, or at such other place as may be subsequently designated by the Board of Administration. All books and records of the Association shall be kept at its principal office.

D. Seal.

The seal of the Association shall bear the name of the Association, the word "Florida," the words "Corporation Not for Profit," and the year of incorporation. An impression of the Seal is as follows:

E. Fiscal Year.

The fiscal year of the Association shall be the calendar year.

ARTICLE II: MEMBERS

A. In General.

The requirements and procedures for admission, voting and termination of membership set forth in the Articles of Incorporation are incorporated herein by reference.

B. Voting.

1. Number of Votes. In any meeting of members, the members shall be entitled to cast one voting interest ("vote") for each unit owned. The vote of a unit shall not be divisible. Should two (2) or more units be used by a single owner as one (1) dwelling unit, by combining the same in a manner approved by the Board or as otherwise provided in the Declaration such use shall not in any manner affect or destroy the separateness of such units for voting purposes.

2. Majority Vote. The acts approved by a majority of the votes at a meeting at which a quorum shall be present, shall be binding upon all members for all purposes except where otherwise provided by law, the Declaration, the Articles or these By-Laws. The terms "majority of the members" or "majority of the Voting Interests"

EXHIBIT E

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shall mean those members having more than fifty percent (50%) of the total authorized votes of all members voting at any meeting of the members at which a quorum shall be present.

3. Designation of Voting Member. If a unit is owned by more than one person, or is under lease, the person entitled to cast the vote for the unit shall be designated by a Voting Certificate signed by all of the record owners of that unit according to the roster of members and filed with the Secretary of the Association. If a unit is owned by a corporation, the person entitled to cast the vote for the unit shall be designated by a Voting Certificate signed by the president or vice president and attested by the secretary or assistant secretary of the corporation and filed with the secretary of the Association. The person so designated to cast the vote of the unit shall be known as the "voting member." If such a Voting Certificate is not on file with the secretary for a unit owned by more than one person or one business entity, the vote of the unit concerned shall not be considered in determining the requirement for a quorum, or for any purpose requiring the approval of a person entitled to cast the vote for the unit, except to such unit as owned by a husband and wife. Such Voting Certificate shall be valid until revoked or superseded by a subsequent Voting Certificate, or until a change in the ownership of the unit concerned.

A husband and wife owning a unit jointly shall have the following options:

a. They may designate a voting member.

b. If they do not designate a voting member and both are present at a meeting and are unable to concur in their decision upon any subject requiring a vote, they shall lose their right to vote on that subject at that meeting.

c. If they do not designate a voting member and only one is present at a meeting, the spouse who is present may cast the unit vote without establishing the concurrence of the absent spouse.

d. If both spouses are present at a meeting and concur, either one may cast the unit vote.

4. Quorum. Members holding the voting interests for at least fifty-one percent (51%) of the units shall constitute a quorum.

5. Proxies. Votes may be cast in person or by proxy. A proxy may be made by any person entitled to vote and shall be effective only for the specific meeting for which originally given and any lawfully adjourned meetings thereof. No proxy shall be valid for a period longer than ninety (90) days after the date of the first meeting for which it was given. Every proxy shall be revocable at any time at the pleasure of the member executing it. A proxy must be written, signed by the voting member generating the proxy and filed with the secretary before the appointed time of the meeting. Proxies shall in no event be used in electing the board of administration, either in general elections or elections to fill vacancies caused by recall, resignation, or otherwise, unless otherwise permitted by the Condominium Act.

C. Meetings.

1. Annual Meetings. The annual meetings of the members shall be held on the second Tuesday of February of each year or on the date as determined by the Board from time to time, provided that there shall be an annual meeting every calendar year and not later than thirteen (13) months after the last preceding annual meeting. The purpose of the meeting shall be to elect Administrators and to transact any other business which properly comes before the meeting.

2. Special Meetings. Special meetings of the members shall be held whenever called by the president or by a majority of the Board or as provided in paragraphs II(c)(3) and III(f), below. A special meeting must be called by the president if a majority of the members file a written request with the secretary. The business conducted at a special meeting shall be limited to that stated in the notice of the meeting.

3. Budget Meetings. Any meeting at which a proposed annual budget of the association will be considered by the board or unit owners shall be open to all unit owners. At least 14 days prior to such a meeting, the board shall hand deliver to each unit owner, or mail to each unit owner at the address last furnished to the association by the unit owner, a notice of such meeting and a copy of the proposed annual budget. An officer or manager of the association, or other person providing notice of such meeting, shall execute an affidavit evidencing compliance with such notice requirement, and such affidavit shall be filed among the official records of the association. If the board adopts in any fiscal year an annual budget which requires assessments against unit owners which exceed 115 percent of

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assessments for the preceding fiscal year, the board shall conduct a special meeting of the unit owners to consider a substitute budget if the board receives, within 21 days after adoption of the annual budget, a written request for a special meeting from at least 10 percent of all voting interests. The special meeting shall be conducted within 60 days after adoption of the annual budget. At least 14 days prior to such special meeting, the board shall hand deliver to each unit owner, or mail to each unit owner at the address last furnished to the association, a notice of the meeting. An officer or manager of the association, or other person providing notice of such meeting shall execute an affidavit evidencing compliance with this notice requirement, and such affidavit shall be filed among the official records of the association. Unit owners may consider and adopt a substitute budget at the special meeting. A substitute budget is adopted if approved by a majority of all voting interests unless the bylaws require adoption by a greater percentage of voting interests. If there is not a quorum at the special meeting or a substitute budget is not adopted, the annual budget previously adopted by the board shall take effect as scheduled. Any determination of whether assessments exceed 115 percent of assessments for the prior fiscal year shall exclude any authorized provision for reasonable reserves for repair or replacement of the condominium property, anticipated expenses of the association which the board does not expect to be incurred on a regular or annual basis, or assessments for betterments to the condominium property. If the developer controls the board, assessments shall not exceed 115 percent of assessments for the prior fiscal year unless approved by a majority of all voting interests.

4. Location of Meetings. All annual and special meetings shall be held at the principal office of the Association or at such other suitable and convenient place as may from time to time be fixed by the Board and designated in the notices of such meetings.

5. Notices of Meetings. Notices of meetings of members stating the time and place and the objects for which the meeting is called shall be given by the president or secretary. All notices shall be given to members in accordance with the requirements of F.S. 718.112, as amended from time to time. The secretary shall provide an affidavit, to be included in the Official Records of the Association, affirming that notices of meetings were mailed or hand-delivered as required herein to each unit owner at the address appearing on the roster. Any member may waive in writing notice of any specific meeting; such waiver, when filed in the records of the Association, shall be deemed equivalent to the receipt of such notice by such member. If any meeting cannot be organized because a quorum has not attended, or because the greater percentage of the membership required to constitute a quorum for particular purposes has not attended (whenever the latter percentage of attendance may be required as set forth in the Articles of Incorporation, these By-Laws or the Declaration), the members who are present, either in person or by proxy, may adjourn the meeting from time to time until a quorum is present.

D. Conduct of Meetings.

1. The president, or in his absence, the vice president, shall preside at all meetings; in the absence of both of them, the presiding officer shall be the officer designated by the Board.

2. After calling the meeting to order, the order of business at annual meetings and, as far as practical, at other meetings shall be:

a. Collection of election ballots as required by Rule 61B-1B-23.0021(10)(a) F.A.C., as amended from time to time;

b. Election of chairman of the meeting;

c. Calling of the roll and certifying of proxies;

d. Proof of notice of the meeting or waiver of notice;

e. Reading and disposal of any unapproved minutes;

f. Reports of officers;

g. Reports of committees;

h. Appointment of inspectors of election;

i. Determination of number of Administrators;

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j. Election of Administrators;

k. Unfinished business;

l. New business;

m. Adjournment.

E. Limitations of Membership.

Except as otherwise provided, membership in the Association shall be limited to the unit owners or co-owners. In the event that a member shall lease or permit another to occupy his unit, the tenant or occupant shall not vote in the affairs of the Association except as the member shall permit the tenant or occupant to exercise the proxy vote of the member. Every transfer of title to the member's unit, in accordance with the Declaration and the Condominium Act, shall include membership in the Association, and upon making such transfer, the previous owner's membership shall terminate automatically. Except as herein provided, membership in the Association may not be assigned or transferred and any attempted assignment or transfer thereof shall be void and of no effect.

ARTICLE III: BOARD OF ADMINISTRATION

A. Authority and Composition.

The affairs of the Association shall be governed by a Board of Administration consisting of three (3) persons. In order to be eligible for board membership, a person must meet the requirements set forth in the Declaration. Except for members of the Board eligible to be appointed by the Developer, all Board members must be owners of a Unit or an officer, director, partner or other designated person of a Unit owned by an entity other than a natural person. A person who has been convicted of any felony by any court of record in the United States and who has not had his or her right to vote restored pursuant to law in the jurisdiction of his or her residence is not eligible for board membership.

B. Representation.

Each unit owner shall be entitled to appoint one Director for the Board of Administration.

C. Appointment Procedures, Generally.

All Administrators not chosen by Developer shall be appointed by the unit owners. Each unit owner shall have the right to appoint one Administrator immediately upon acquiring a unit. This procedure is in lieu of the election procedure under the Condominium Act.

D. Vacancies.

Vacancies in the Board may be filled by the unit owner by whom the Administrator was appointed.

E. Terms of Office.

The term of office of each Administrator, whether elected by Developer or by the membership, shall be for one (1) year, expiring at the next annual meeting of the membership, or when successors are duly elected and qualified, or any shorter period in the event of removal in the manner provided herein or by law.

F. Removals.

Notwithstanding the provisions of Section 718.112(2)(j), Florida Statutes, any member of the Board may be recalled and removed from office with or without cause only the the unit owner that appointed such member of the Board.

G. Meetings.

1. Organizational Meeting. The organizational meeting of a newly elected Board shall be held within ten (10) days of their election at such time and at such place as shall be fixed at the meeting at which they were elected.

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2. Regular Meetings. Regular meetings of the Board may be held at such time and place as shall be determined from time to time by a majority of the Board.

3. Special Meetings. Special meetings of the Board may be called by the president, and must be called by the secretary at the written request of any two (2) Administrators.

4. Notice of Meetings. Adequate notice of all meetings, which notice shall specifically incorporate an identification of agenda items, shall be posted conspicuously on the condominium property at least 48 continuous hours preceding the meeting except in an emergency. Any item not included on the notice may be taken up on an emergency basis by at least a majority plus one of the members of the Board. Such emergency action shall be noticed and ratified at the next regular meeting of the Board. However, written notice of any meeting at which nonemergency special assessments, or at which amendment to rules regarding unit use, will be considered shall be mailed or delivered to the Unit Owners and posted conspicuously on the condominium property not less than 14 days prior to the meeting. Evidence of compliance with this 14-day notice shall be made by an affidavit executed by the person providing the notice and filed among the official records of the Association. Upon notice to the Unit Owners, the Board shall by duly adopted rule designate a specific location on the condominium property upon which notices an be posted, notices of board meetings shall be mailed or delivered at least 14 days before the meeting to the owner of each Unit. Notice of any meeting in which regular assessments against Unit Owners are to be considered for any reason shall specifically contain a statement that assessments will be considered and the nature of any such assessments.

5. Meetings Open to Members. All meetings of the Board, whether regular or special, shall be open to members. Adequate notice of all meetings shall be posted conspicuously on the Condominium Property at least forty-eight (48) continuous hours in advance of each meeting, except in an emergency. Notice of any meeting in which assessments against members are to be considered for any reason shall specifically contain a statement that assessments will be considered and the nature of any such assessments.

6. Quorum. A quorum at a Board meeting shall consist of the Administrators entitled to cast a majority of the votes of the entire Board. Matters approved by a majority of the votes present at a meeting in which a quorum is present shall constitute acts of the Board, except as specifically provided otherwise in the Articles of Incorporation, these By-Laws or the Declaration. If any meeting cannot be organized because a quorum has not attended, the Administrators who are present may adjourn the meeting from time to time until a quorum is present. Any adjourned meeting must be properly re-notice pursuant to requirements of these By-Laws.

7. Conduct of Meetings. The Chairman of the Board, if one has been elected, shall preside over all Board meetings; otherwise the president shall preside. In the absence of the presiding officer, the Administrators present shall designate one of their number to preside. The order of business at Board meetings shall be:

a. Calling of roll;

b. Proof of due notice of meeting;

c. Reading and disposal of any unapproved minutes;

d. Reports of officers and committees;

e. Election of officers;

f. Unfinished business;

g. New business;

h. Adjournment.

H. Compensation.

Compensation of the Administrators, if any, shall be determined by the members of the Association.

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I. Powers and Duties.

All of the powers and duties of the Association shall be exercised by the Board, including those existing under the common law and statutes, the Articles of Incorporation of the Association, these By-Laws and the Declaration. Such powers and duties shall include the following:

1. To determine, make, levy and collect assessments from members to defray the costs of the Condominium, and to use the proceeds of such assessments in the exercise of the powers and duties granted to the Association;

2. To maintain, repair, replace, operate and manage the Condominium and the Condominium Property wherever the same is required to be done and accomplished by the Association for the benefit of its members;

3. To reconstruct improvements after any casualty, and to further improve the property, real and personal;

4. To make, amend and enforce regulations governing the use of the property, real and personal, in the Condominium, so long as such regulations or amendments thereto do not conflict with the restrictions and limitations placed upon the use of such property under the terms of the Articles of Incorporation and the Declaration;

5. To maintain bank accounts for the Association;

6. To purchase, sell, lease or otherwise acquire or convey units in the name of the Association or its designee(s);

7. To obtain and review insurance for the Association;

8. To acquire and enter into leases and agreements of every nature, whereby the Association acquires leaseholds, memberships and other possessory or use interests in lands or facilities, including recreational and communal facilities, whether or not contiguous to the lands of the Condominium, to provide enjoyment, recreation, or other use or benefit to the members, or as may be deemed by the Board to be in the best interests of the Association, and further including any and all contracts with Developer and/or its successors in interest furnishing services to the Condominium and its members for compensation, subject to such conditions and limitations as the Association and Developer shall deem appropriate.

J. First Board of Administration.

The first Board shall be comprised of three (3) persons designated to act and serve as Administrators in the Articles of Incorporation, who shall serve until their successors are elected at the first annual meeting of the members of the Association called after the Declaration has been duly recorded. The undertakings and contracts authorized by the first Board shall be binding upon the Association in the same manner as though such had been authorized by the first duly elected Board, so long as such undertakings and contracts are within the scope, powers and duties which may be exercised by the Board in accordance with all applicable Condominium documents.

ARTICLE IV: OFFICERS

A. Enumeration.

The Board shall elect a president, secretary and treasurer, and as many vice presidents, assistant secretaries and assistant treasurers as the Board shall determine. The president shall be elected from among the membership of the Board and shall be an Administrator, but no other officer need be a member or Administrator. The same person may hold two offices, except for the following combinations: (1) president and vice president; (2) president and secretary or assistant secretary.

B. Election.

The officers shall be elected annually by the Board at the organizational meeting of each new Board and shall hold office until their successors have been elected and qualified.

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C. The President.

The president shall be the chief executive officer of the Association. He shall have all of the powers and duties which are usually vested in the office of president of an association, including, but not limited to, the power to appoint committees from among the members from time to time, as he may in his discretion determine appropriate, to assist in the conduct of the affairs of the Association.

D. The Vice President.

The vice president shall, in the absence or disability of the president, exercise the powers and perform the duties of president. He also generally shall assist the president and exercise such other powers and perform such other duties as shall be prescribed by the Board.

E. The Secretary and Assistant Secretary.

The secretary shall: (1) keep the minutes of all proceedings of the Administrators and the members; (2) attend to the giving and serving of all notices to the members and Administrators, and such other notices required by law; (3) maintain custody of the seal of the Association and affix the same to instruments requiring a seal when duly signed; (4) keep the records of the Association, except those of the treasurer; and (5) perform all other duties incident to the office of secretary and as may be required by the Administrators or president. The assistant secretary shall perform the duties of secretary when the secretary is absent. The minutes of all meetings of members and the Board shall be kept by the secretary in a book which shall be available for inspection by members (or their authorized representatives), and the Administrators at any reasonable time. The Association shall retain these minutes for a period of not less than seven (7) years.

F. The Treasurer.

The treasurer shall: (1) have custody of all of the property of the Association, including funds, securities and evidences of indebtedness; (2) keep the assessment rolls and accounts of the members; (3) keep the books of the Association in accordance with good accounting practices; and (4) perform all other duties incident to the office of the treasurer.

G. Compensation.

There shall be no compensation for officers and directors of the Association unless the same is approved by a majority of the members of the Association. This provision shall not preclude the Board from employing an Administrator as an employee or from contracting with Administrators for the management of the Condominium.

H. Removal.

Any officer may be removed from office at any time, with or without cause, by a majority vote of the Board.

ARTICLE V: FINANCE

A. Bank Accounts.

The depository of the Association shall be such bank as is designated from time to time by the Board. Withdrawal of paid monies from accounts shall be only by checks signed by such persons as are authorized by the Board.

B. Fiscal Year.

The fiscal year shall be the calendar year.

C. Budget.

The Board shall adopt a budget for each fiscal year which shall contain cost estimates, including without limitation the following items:

1. Expenses for the Association and Condominium

   a. Administration and Personnel

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b. Management Fees

c. Maintenance

d. Rent for recreational and other commonly used facilities

e. Taxes upon Association property

f. Taxes upon leased areas

g. Insurance Liability

h. Security provisions

I. Other expenses, e.g., office expenses, accounting fees, postage

j. Operating Capital

k. Reserves

l. Fees payable to the Division, if any.

2. Expenses for a Unit Owner:

a. Rent for the Unit, if subject to a lease

b. Rent payable by the Unit Owner directly to the lessor or agent under any recreational lease or lease for the commonly used facilities.

In addition to annual operating expenses, the budget shall include reserve accounts for capital expenditures and deferred maintenance. These accounts shall include, but are not limited to, roof replacement, building painting, and pavement resurfacing, regardless of the amount of deferred maintenance expense or replacement cost, and for any other item for which the deferred maintenance expense or replacement cost exceeds $10,000. The amount to be reserved shall be computed by means of a formula which is based upon estimated remaining useful life and estimated replacement cost or deferred maintenance expense of each reserve item. The association may adjust replacement reserve assessments annually to take into account any changes in estimates or extension of the useful life of a reserve item caused by deferred maintenance. The foregoing does not apply to an adopted budget in which the members of an association have determined, by a majority vote at a duly called meeting of the association, to provide no reserves or less reserves than required hereunder. However, prior to turnover of control of an association by the developer to unit owners other than a developer pursuant to Section 718.301 of the Condominium Act, the developer may vote to waive the reserves or reduce the funding of reserves for the first 2 fiscal years of the association's operation, beginning with the fiscal year in which the initial declaration is recorded, after which time reserves may be waived or reduced only upon the vote of a majority of all nondeveloper voting interests voting in person or by limited proxy at a duly called meeting of the association. If a meeting of the unit owners has been called to determine whether to waive or reduce the funding of reserves, and no such result is achieved or a quorum is not attained, the reserves as included in the budget shall go into effect. After the turnover, the developer may vote its voting interest to waive or reduce the funding of reserves.

Reserve funds and any interest accruing thereon shall remain in the reserve account or accounts, and shall be used only for authorized reserve expenditures unless their use for other purposes is approved in advance by a majority vote at a duly called meeting of the association. Prior to turnover of control of an association by a developer to unit owners other than the developer pursuant to Section 718.301 of the Condominium Act, the developer-controlled association shall not vote to use reserves for purposes other than that for which they were intended without the approval of a majority of all nondeveloper voting interests, voting in person or by limited proxy at a duly called meeting of the association.

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A copy of the proposed budget, together with proposed assessments payable by each member, and written notice of the time and place of the meeting to consider the budget shall be submitted to each member at least fourteen (14) days prior to the meeting at which the budget will be considered. The meeting shall be open to all members. As long as Developer is in control of the Board, the Board shall not impose an assessment for any year greater than one hundred fifteen percent (115%) of the prior fiscal year's assessment without the approval of a majority of all unit owners. If the budget is amended before the assessments are made, a copy of the amended budget shall be furnished to each member. Failure to deliver a copy of any budget or amended budget to each member shall not affect the liability of any member for any such assessment, nor shall delivery be a condition precedent to the effectiveness of the budget and assessments levied pursuant thereto. Nothing herein contained shall be construed as restricting the right of the Board, at any time, in its sole discretion, to levy any additional assessment if the budget originally adopted shall appear to be insufficient to pay costs and expenses of operation and management or if required by any emergencies.

D. Reviews.

A review of the accounts of the Association shall be made annually. Such review shall be made by an accountant licensed by the state of Florida, and a copy of such accountant's report shall be furnished to each member not later than March 15th of the year following the year for which the report is made.

E. Assessments.

Assessments against the members for their share of the items of the budget shall be made for the calendar year in advance on or before December 20th, preceding the year for which the assessments are made. If an annual assessment is not made as required, an assessment shall be presumed to have been made in the amount of the last prior assessment, and the yearly installment for such assessments shall be due on the twentieth day of December of the year preceding the year for which the assessments relate until changed by an amended assessment. In the event the annual assessment proves to be insufficient, the budget and assessments may be amended at any time by the Board. Charges by the Association against members for other than common expenses also shall be payable in advance. Charges for other than common expenses may be made only after approval of the members or when expressly provided for in the Declaration or Exhibits annexed thereto. Such charges may include charges for the use of the Condominium Property or recreation area, maintenance services furnished at the expense of a member and other services furnished for the benefit of a member. Assessments for common expenses or emergencies that cannot be paid from the annual assessment shall be due only after thirty (30) days' notice is given to the members concerned, and shall be paid in such manner as the Board may require.

If a member shall be in default in the payment of an installment upon an assessment, the Board may accelerate the remaining installments of the assessments upon notice to the member (and filing of a claim of lien in the case of acceleration of more than three months of assessments), and the then unpaid balance of the assessment shall be due upon the filing of the claim of lien in the public records of the County.

F. Fidelity Bonds.

Fidelity bonds shall be required by the Board for all persons who control or disburse funds of the Association in amounts not less than required under the Act. The premiums on such bonds shall be paid by the Association.

ARTICLE VI: INDEMNIFICATION OF ADMINISTRATORS AND OFFICERS

Every Administrator and every officer shall be indemnified by the Association against all expenses and liabilities, including counsel fees, reasonably incurred by or imposed upon him in connection with any proceedings to which he may be a party, or in which he may become involved by reason of his being or having been an officer or Administrator, or any settlement thereof, whether or not he is an Administrator or officer at the time of incurring such expenses or liabilities, except in such cases wherein the Administrator or officer is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties, provided that in the event of a settlement, the indemnification shall apply only when the Board approves such settlement and reimbursement as being in the best interest of the Association. The foregoing right of indemnification shall be in addition to all other rights to which such officer or Administrator may be entitled.

ARTICLE VII: ARBITRATION

Mandatory nonbinding arbitration of internal disputes arising from the operation of the Condominium among the unit owners shall be required pursuant to Sections 718.112(2)(k) and 718.1255, Florida Statutes, and the rules promulgated pursuant thereto.

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ARTICLE VIII: PARLIAMENTARY RULES

Robert's Rules of Order (latest edition) shall govern the conduct of corporate proceedings when not in conflict with the Articles of Incorporation and these By-Laws or with the laws of the State of Florida.

ARTICLE IX: RULES AND REGULATIONS

The Board may from time to time adopt, modify, amend or add to such rules and regulations, except that owners of a majority of the units present and voting at a meeting at which a quorum is present may overrule the Board with respect to any such modification, amendment or addition. Copies of such adopted, modified, amended or additional rules and regulations shall be furnished by the Board to each member at least thirty (30) days prior to the effective date hereof.

ARTICLE X: AMENDMENTS

A. Proposal.

Amendments to these By-Laws may be proposed by the Board acting upon majority vote or by members owning at least two-thirds (2/3) of the Voting Interests in the Condominium, whether meeting as members or by a writing signed by them.

B. Text of Proposed Amendments.

No By-Law shall be amended by reference to its title or number only. Proposals to amend existing By-Laws shall contain the full text of the By-Laws to be amended; new words shall be inserted in the text underlined, and words to be deleted shall be lined through with hyphens. However, if the proposed change is so extensive that this procedure would hinder, rather than assist the understanding of the proposed amendment, it is not necessary to use underlining and hyphens as indicators of words added or deleted, but, instead, a notation must be inserted immediately preceding the proposed amendment in substantially the following language: "Substantial rewording of By-Law. See By-Law _____ for present text."

C. Special Meeting.

Such proposed amendment(s) shall be transmitted to the president (or other officer in the absence of the president) who shall thereupon call a special joint meeting of the Board and the membership for a date not sooner than twenty (20) days nor later than sixty (60) days from receipt of such officer of the proposed amendment(s). The secretary shall give to each member written notice of such meeting in the same form and in the same manner as notice of the call of a special meeting of the members is required as herein set forth.

D. Approval and Recordation.

In order for such amendment(s) to become effective, the same must be approved by an affirmative vote of at least two-thirds (2/3) of the Voting Interests in the Condominium. Thereupon such amendments) shall be transcribed, certified by the president and Secretary, and a copy thereof recorded in the Public Records of Monroe County, Florida, within ten (10) days from the date of approval of such amendment(s) by the members.

E. Written Votes.

At any meeting held to consider such amendment(s), the written vote of any member shall be recognized even if such member is neither in attendance nor represented by proxy, provided that such written vote is delivered to the secretary at or prior to such meeting.

F. Writing in Lieu of Meeting.

In the event that the members holding the Voting Interests necessary to pass any amendment(s) shall execute any instrument amending these By-Laws, the same shall constitute a valid amendment and it shall not be necessary for the meeting otherwise prescribed above to be held. A copy of such amendment(s), bearing the signature of the member(s), and certified by the president and the secretary as being the amendment(s) so adopted by such members, shall be recorded in the Public Records of Monroe County, Florida, within ten (10) days from the date of approval of such amendment(s).

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G. Nonmaterial Errors.

Non-material errors or omissions in the amendment process shall not invalidate an otherwise properly promulgated amendment.

ARTICLE XI: COMPLIANCE; DEFAULT

A. Compliance, Generally. Each owner, tenant and occupant of a Unit shall comply with the provisions of the Declaration, the Articles of Incorporation and this By-Laws of the Association. Failure to comply therewith shall be grounds for relief sought by the Association which may include an action for damages, injunctive relief, foreclosure of lien or any combination of the foregoing.

B. No Waiver. The failure of the Association or of a Unit Owner to enforce any rights, provisions, covenant or condition which may be granted by the Declaration or other Condominium documents shall not constitute a waiver to enforce such rights, provisions, covenant or condition in the future.

C. Fines. The Association may levy a reasonable fine against a Unit and/or Unit Owner for the failure of the Unit Owner of the Unit, the Unit's occupant, or the Unit Owner's lessee, licensee, or invitee to comply with the Declaration (including its exhibits and amendments) and/or the Rules and Regulations promulgated by the Association from time to time. No such fine levied by the Association shall exceed the maximum amount provided by any applicable Florida law. Each day of violation shall be deemed a separate violation subject to separate fine. The hearing shall be held before a committee of other Unit Owners appointed by the Board. If the committee does not agree with the fine, the fine may not be levied. The party against whom the fine is sought to be levied shall be afforded an opportunity for hearing after reasonable notice of at least fourteen (14) days, which notice shall include:

1. A statement of the date, time and place of the hearing;

2. A statement of the provisions of the Declaration of Condominium, By-Laws or Rules and Regulations which have allegedly been violated; and

3. A short and plain statement of the matters asserted by the Association.

The party against whom the fine may be levied shall have an opportunity to respond, to present evidence, and to provide written and oral argument on all issues involved and shall have an opportunity at the hearing to review, challenge and respond to any material considered by the Association.

D. Cumulative Remedies. All rights, remedies and privileges granted to the Association or the Unit Owners pursuant to any terms, provisions, covenants or conditions of the Declaration or other Condominium documents shall be deemed to be cumulative, and the exercise of any one or more shall not be deemed to constitute an election of remedies, nor shall it preclude the party thus exercising the same from exercising such other and additional rights, remedies or privileges as may be available at law or in equity.

E. Certificate of Compliance. A certificate of compliance from a licensed contractor or electrician may be accepted by the Association's board as evidence of compliance of the condominium units to the Condominium Fire and Life Safety Code.

THE FOREGOING was adopted as the By-Laws of Dog Track Parcels Condominium Association, Inc., a corporation not for profit under the laws of the State of Florida on the 9th day of June, 2003.

ATTEST: APPROVED:

Secretary President

05.20.03

MONROE COUNTY
OFFICIAL RECORDS

Prepared by and return to:
Chelsea C. Vanadia
Attorney at Law
Smith Hawks, PL
138 Simonton Street
Key West, FL 33040
305-296-7227

Survey Affidavit

No Boundary Changes

BEFORE ME, the undersigned authority, duly authorized to take acknowledgments and administer oaths, personal appeared Roger M. Bernstein, as Manager of JKYD, LLC, a Florida limited liability company ("Affiant"), who deposes and says under penalties of perjury that:

1. This affidavit is made with regard to the property located at Vacant Land, Shrimp Road, Stock Island, FL; Parcel ID: 00123720-000400; Alternate Key: 9088429.

2. Affiant is the Manager of JKYD, LLC, a Florida limited liability company, the owner of the real property described under item 1 above ("Property").

3. Affiant is familiar with the Property.

4. Affiant has reviewed the survey of the Property prepared by Avirom & Associates, Inc., dated February 1, 2016 for Stock Island Marina Village, a condominium ("Survey") attached as Exhibit "A."

5. There has been no change in the location of the boundary lines of the Property since the Survey.

6. This affidavit is made to connection with that certain LUD Map Amendment Application filed with Monroe County Florida, bearing the File #2019-062 commonly known as the Safe Harbor Overlay District.

(Signature page to follow)

JKYD, LLC, a Florida limited liability company

By: _____

Roger M. Bernstein, Manager

State of Florida
County of Miami-Dade

The foregoing instrument was sworn to and subscribed before me this 11th day of July, 2019 by Roger M. Bernstein, Manager of JKYD, LLC, a Florida limited liability company. He [✓] is personally known to me or [ ] has produced a driver's license as identification.

[Notary Seal]

Jeannine N. Rodriguez
COMMISSION # GG037756
EXPIRES: Oct. 22, 2020
Bonded Thru Aaron Notary

_____
Notary Public

Printed Name: Jeannine Rodriguez

My Commission Expires: 10/22/2020

Prepared by and return to:
Chelsea C. Vanadia
Attorney at Law
Smith Hawks, PL
138 Simonton Street
Key West, FL 33040
305-296-7227

Survey Affidavit

No Boundary Changes

BEFORE ME, the undersigned authority, duly authorized to take acknowledgments and administer oaths, personally appeared Gregory Wright, as Vice President of K W Resort Utilities Corp., a Florida for profit corporation ("Affiant"), who deposes and says under penalties of perjury that:

1. This affidavit is made with regard to the property located at 6630 Front Street, Stock Island, FL; Parcel ID: 00123600-000101; Alternate Key: 8642113.

2. Affiant is the Vice President of K W Resort Utilities Corp., a Florida for profit corporation, the owner of the real property described under item 1 above ("Property").

3. Affiant is familiar with the Property.

4. Affiant has reviewed the survey and legal description of the Property prepared by Prospect Surveying, LLC, dated May 15, 2013 ("Survey") attached as Exhibit "A."

5. There has been no change in the location of the boundary lines of the Property since the Survey.

6. This affidavit is made to connection with that certain LUD Map Amendment Application filed with Monroe County Florida, bearing the File #2019-062 commonly known as the Safe Harbor Overlay District.

K W Resort Utilities Corp., a Florida for profit corporation

By: _____
Gregory Wright, Vice President

State of Florida
County of Monroe

The foregoing instrument was sworn to and subscribed before me this 25 day of June, 2019 by Gregory Wright, Vice President of K W Resort Utilities Corp., a Florida for profit corporation. He [X] is personally known to me or [_] has produced a driver's license as identification.

[Notary Seal]

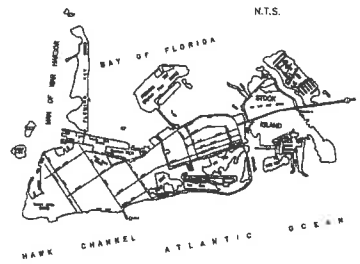
CHELSEA C. VANADIA
MY COMMISSION # GG 166241
EXPIRES: December 6, 2021
Bonded Thru Notary Public Underwriters

_____
Notary Public

Printed Name: Chelsea Vanadia

My Commission Expires: 12/6/21

Exhibit "A"



LOCATION MAP

City of Key West &
Stock Island

LEGAL DESCRIPTION:

A parcel of filled submerged land on Stock island, Monroe County, Florida, being a portion of that certain submerged land described in T.I.I.F. Deed No.:19837-A; said parcel being more particularly described by "metes and bounds" as follows:
Commence at the intersection of the Southeasterly right-of-way line of Fourth Avenue and the Southwesterly right-of-way line of Front Street; then S 47° 13'30" E along said Southwesterly right-of-way line for 1003.78 feet to the Westerly right-of-way line of a 50 foot wide access easement; thence S 8° 01'50" W along said Westerly right-of-way line for 313.78 feet to the Point of Beginning of the hereinafter described parcel of land; thence S 70° 27'50" W for 240.30 feet; thence N 57° 15'03" W for 234.83 feet; thence N 8° 16'30" E for 304.20 feet to an intersection with a line 251.44 feet Southwesterly of as measured at right angles and parallel to said Southwesterly right-of-way of Front Street; thence S 47° 13'30" E along said parallel line for 510.80 feet to the Point of Beginning. Said parcel contains 2.00 Acres, more or less.

Together with a non-exclusive Drainage Easement, the legal description of which is below:

An area being 15 feet in width, the Southerly line thereof being more particularly described as follows:
Begin at the most Southerly corner of the property described in the parcel described above; thence South 70 degrees, 27 minutes, 50 seconds West along the Southwesterly prolongation of the Southeasterly boundary line of said above parcel for 250 feet, more or less, to the Easterly shore line of the existing harbor and the point of termination of said Southerly line.

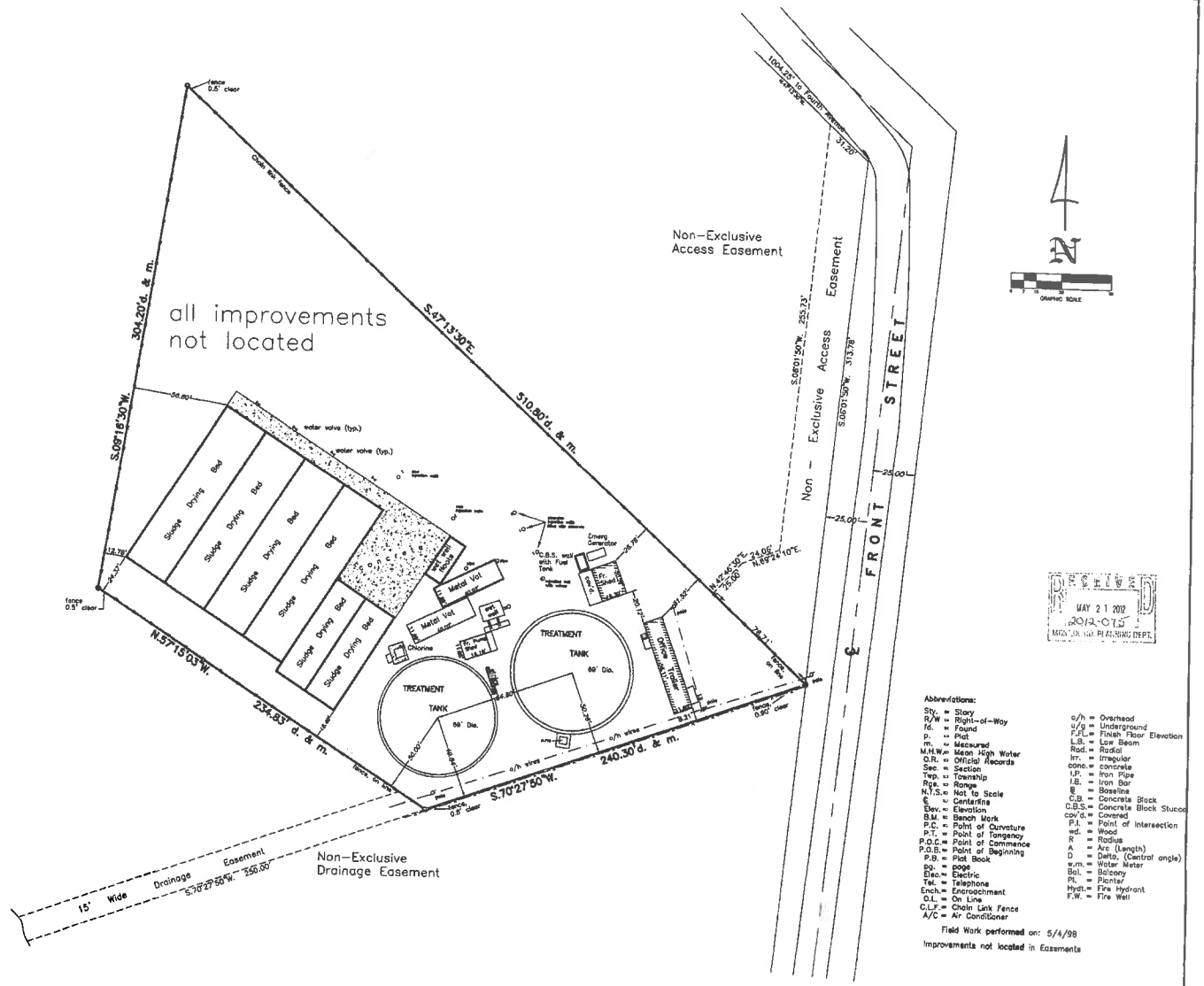
Together with a non-exclusive Access Easement, the legal description of which is below:

An area having a minimum width of 25.00 feet and being more particularly described as follows: Commence at the intersection of the Southeasterly right-of-way line of Fourth Avenue and the Southwesterly right-of-way line of Front Street; thence S47° 13'30" E along said Southwesterly right-of-way line for 1003.78 feet to the Westerly right-of-way line of an existing 50 foot wide access easement; thence S 8° 01'50" W along said Westerly right-of-way line for 313.78 feet to the most Easterly corner of the Proposed S.T.P. site , said corner being the Point of Beginning of the hereinafter described non-exclusive access easement; thence N47° 13'30" W along the Northeasterly boundary of said proposed S.T.P. site for 76.71 feet; thence N42° 46'30" E for 25.00 feet; thence N69° 24'10" E for 24.07 feet to an intersection with a line that is 25.00 feet Westerly of, as measured at right angles and parallel to said Westerly right-of-way line of the aforementioned 50 feet wide access easement; thence N 8° 01'50" E along said parallel line for 235.73 feet to an intersection with said Southwesterly right-of-way line of the aforementioned Front Street; thence S47° 13'30" E along said Southwesterly right-of-way line for 31.20 feet to an intersection with said Westerly right-of-way line of the aforementioned 50 feet wide access easement; thence S8° 01'50" W along said Westerly right-of-way line for 313.78 feet to the Point of Beginning.

SURVEYOR'S NOTES:
North arrow based on plat & deeds
Reference Bearing: R/W Front Street & Fifth Avenue
3.4 denotes existing elevation
Elevations based on N.G.V.D. 1929 Datum
Bench Mark No.: R-397 Elevation: 8.234

Monumentation:

- ⊙ = Found 1/2" Iron Pipe, P.L.S. No. 2749
- ● = Found 1/2" Iron Pipe, P.L.S. No. 2749
- ◎ = Found 1/2" Iron Bar
- Δ = Found P.K. Nail, P.L.S. No. 2749
- ▲ = Found P.K. Nail



RECEIVED
MAY 21 2012
2012-075
MONROE COUNTY PLANNING DEPT.

Abbreviations:

Sty. = Story	o/h = Overhead
R/W = Right-of-Way	u/g = Underground
fd. = Found	F.F.L.= 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.L.F.= Chain Link Fence	
A/C = Air Conditioner	

Field Work performed on: 5/4/98

Improvements not located in Easements

CERTIFICATION:
I HEREBY CERTIFY that the attached BOUNDARY SURVEY is true and correct to the best of my knowledge and belief; that it meets the minimum technical standards adopted by the Florida Board of Land Surveyors, Chapter SJ-17 Florida Statue Section 472.027, and the American Land Title Association, and that there are no visable encroachments unless shown hereon.

FREDERICK H. HILDEBRANDT
Professional Land Surveyor & Mapper No. 2749
Professional Engineer No. 36810
State of Florida

NOT VALID UNLESS EMBOSSED WITH RAISED SEAL & SIGNATURE

Key West Resort Utilities Corporation
Stock Island, Key West, Fl. 33040

BOUNDARY SURVEY			Dwn. No.: 98-260
Scale: 1"=30'	Ref. 125-4	Flood panel No. 1728 G	Dwn. By: F.H.H.
Date: 2/19/97		Flood Zone: AE	Flood Elev. 8-9'

REVISIONS AND/OR ADDITIONS
5/22/97: Boundary Drawings
5/17/98: Updated
5/4/98: Revision per commitment
FILE:KWRUC

ENGINEERS PLANNERS SURVEYORS
3482 Northside Drive
Suite 201
Key West, Fl. 33040
(305) 293-0484
Fax. (305) 293-0237
hildebrandt@aol.com
L.B. No. 7700

Prepared by and return to:
Chelsea C. Vanadia
Attorney at Law
Smith Hawks, PL
138 Simonton Street
Key West, FL 33040
305-296-7227

Survey Affidavit

No Boundary Changes

BEFORE ME, the undersigned authority, duly authorized to take acknowledgments and administer oaths, personal appeared Irene Gonzalez, as President of Key West Transfer Station & Hauling Service, Inc., a Florida for profit corporation ("Affiant"), who deposes and says under penalties of perjury that:

1. This affidavit is made with regard to the property located at 6500 Front Street, Stock Island, FL; Parcel ID: 00123600-000102; Alternate Key: 9084783.

2. Affiant is the President of Key West Transfer Station & Hauling Service, Inc., a Florida for profit corporation, the owner of the real property described under item 1 above ("Property").

3. Affiant is familiar with the Property.

4. Affiant has reviewed the survey and legal description of the Property prepared by Island Surveying, Inc., dated May 12, 2012 ("Survey") attached as Exhibit "A", as previously filed with Monroe County, file # 2012-075.

5. There has been no change in the location of the boundary lines of the Property since the Survey.

6. This affidavit is made to connection with that certain LUD Map Amendment Application filed with Monroe County Florida, bearing the File #2019-062 commonly known as the Safe Harbor Overlay District.

Key West Transfer Station & Hauling Service, Inc.,

a Florida for profit corporation

By: Irene Gonzalez
Irene Gonzalez, President

State of Florida
County of Monroe

The foregoing instrument was sworn to and subscribed before me this 3rd day of July, 2019 by Irene Gonzalez, President of Key West Transfer Station & Hauling Service, Inc., a Florida for profit corporation. She [_] is personally known to me or [_] has produced a driver's license as identification.

[Notary Seal]

BARTON W. SMITH
Notary Public - State of Florida
Commission # FF 993412
My Comm. Expires Sep 1, 202

Notary Public

Printed Name: Bart Smith

My Commission Expires: _____

Exhibit "A"

P.O.C.
Intersection of the Southeasterly R/W line of Fourth Avenue & the Southwesterly R/W Line of Front Street

FOURTH AVENUE

Southeasterly Right-of-Way Line

N42°46'30"E

S47°13'30"E 681.25'

Southwesterly R/W Line

FRONT STREET

N

LEGAL DESCRIPTION:
Prepared by undersigned:
A parcel of filled submerged land on Stock Island, Monroe County, Florida, being a portion of that certain submerged land described in T.I.I.F. Deed No.:19837-A; said parcel being more particularly described by "metes and bounds" as follows: Commence at the intersection of the Southeasterly right-of-way line of Fourth Avenue and the Southwesterly right-of-way line of Front Street; then S 47°13'30" E along said Southwesterly right-of-way line for 681.25 feet to the Point of Beginning; thence continue S 47°13'30" E and continuing along the said Southwesterly Right-of-way Line of Front Street for 323.00 feet to the Westerly right-of-way line of a 50 foot wide access easement; thence S 6°01'50" W along said Westerly right-of-way line for 313.78 feet; thence N 47°13'30" W for a distance of 510.80 feet; thence N 20°39'27" E for a distance of 97.53 feet; thence N 55°38'41" E for a distance of 165.23 feet to the Point of Beginning. Containing 109444.08 Square Feet, or 2.5125 Acres, more or less.
Together with a non-exclusive Access Easement, the legal description of which is below:

An area having a minimum width of 25.00 feet and being more particularly described as follows: Commence at the intersection of the Southeasterly right-of-way line of Fourth Avenue and the Southwesterly right-of-way line of Front Street; thence S47° 13'30" E along said Southwesterly right-of-way line for 1003.76 feet to the Westerly right-of-way line of an existing 50 foot wide access easement; thence S 6° 01'50" W along said Westerly right-of-way line for 313.78 feet to the most Easterly corner of the Proposed S.T.P. site , said corner being the Point of Beginning of the hereinafter described non-exclusive access easement; thence N47° 13'30" W along the Northeasterly boundary of said proposed S.T.P. site for 76.71 feet; thence N42° 46'30" E for 25.00 feet; thence N69° 24'10" E for 24.07 feet to an intersection with a line that is 25.00 feet Westerly of, as measured at right angles and parallel to said Westerly right-of-way line of the aforementioned 50 feet wide access easement; thence N 6° 01'50" E along said parallel line for 255.73 feet to an intersection with said Southwesterly right-of-way line of the aforementioned Front Street; thence S47° 13'30" E along said Southwesterly right-of-way line for 31.20 feet to an intersection with said Westerly right-of-way line of the aforementioned 50 foot wide access easement; thence S6° 01'50" W along said Westerly right-of-way line for 313.78 feet to the Point of Beginning.

SURVEYOR'S NOTES:
North arrow based on plat & deeds
Reference Bearing: R/W Front Street & Fifth Avenue
3.4 denotes existing elevation
Elevations based on N.G.V.D. 1929 Datum
Bench Mark No.: R-397 Elevation: 8.234

Monumentation:

- ⊗ = Set 1/2" Iron Pipe, P.L.S. No. 2749
- ● = Found 1/2" Iron Pipe, P.L.S. No. 2749
- ● = Found 1/2" Iron Bar
- △ = Found P.K. Nail, P.L.S. No. 2749
- ▲ = Found P.K. Nail

Abbreviations:

Sty.	= Story	o/h	= Overhead
R/W	= Right-of-Way	u/g	= Underground
fd.	= Found	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.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
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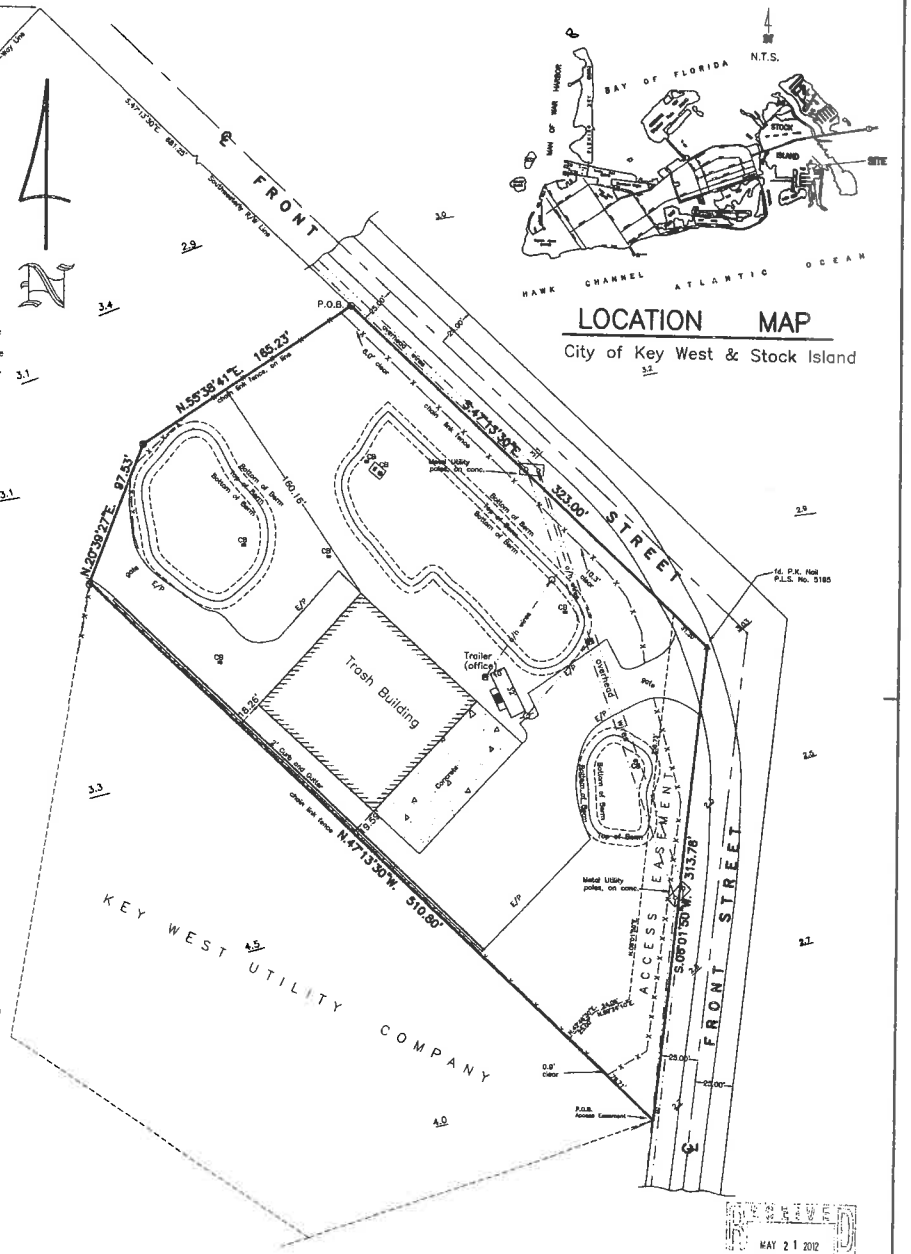
Elec.	= Electric	Pl.	= Planter
Tel.	= Telephone	Hydt.	= Fire Hydrant
Ench.	= Encroachment	F.W.	= Fire Well
O.L.	= On Line		
C.L.F.	= Chain Link Fence		
A/C	= Air Conditioner		

Field Work performed on: 5/12/12



LOCATION MAP
City of Key West & Stock Island

CERTIFICATION:
I HEREBY CERTIFY that the attached BOUNDARY SURVEY is true and correct to the best of my knowledge and belief; that it meets the minimum technical standards adopted by the Florida Board of Land Surveyors, Chapter 5J-17 Florida Statue Section 472.027, and the American Land Title Association, and that there are no visable encroachments unless shown hereon.

FREDERICK H. HILDEBRANDT
Professional Land Surveyor & Mapper No. 2749
Professional Engineer No. 36810
State of Florida

NOT VALID UNLESS EMBOSSED WITH RAISED SEAL & SIGNATURE

RECEIVED
MAY 21 2012
2012-075

Cecilia Gonzalez
6500 Front Street, Stock Island, Key West, Fl. 33040

BOUNDARY SURVEY			Dwn No.: 12-215
Scale: 1"= 40'	Ref.	Flood panel No. 1526 K	Dwn. By: F.H.H.
Date: 7/31/01		Flood Zone: AE	Flood Elev. 9'

REVISIONS AND/OR ADDITIONS
5/1/02: add grades
01/27/05: Located building, berms, asphalt
5/12/12: Updated, no changes
c:\drawings\stock island\trapper station 3

ENGINEERS PLANNERS SURVEYORS
3152 Northside Drive
Suite 201
Key West, Fl. 33040
(305) 293-0468
Fax: (305) 293-0237
email: fhi@bellsouth.net
L.B. No. 7700

Prepared by and return to:
Chelsea C. Vanadia
Attorney at Law
Smith Hawks, PL
138 Simonton Street
Key West, FL 33040
305-296-7227

Survey Affidavit

No Boundary Changes

BEFORE ME, the undersigned authority, duly authorized to take acknowledgments and administer oaths, personal appeared John Buckheim, as Manager of Keys Fresh Seafood, LLC, a Florida limited liability company ("Affiant"), who deposes and says under penalties of perjury that:

1. This affidavit is made with regard to the property located at 6840 Front Street, Stock Island, FL; Parcel ID: 00123540-000000; Alternate Key: 1157651.

2. Affiant is the Manager of Keys Fresh Seafood, LLC, a Florida limited liability company, the owner of the real property described under item 1 above ("Property").

3. Affiant is familiar with the Property.

4. Affiant has reviewed the survey and legal description of the Property prepared by J. Lynn O'Flynn, dated May 8, 2012 ("Survey") attached as Exhibit "A," as previously filed with Monroe County, file # 2012-075.

5. There has been no change in the location of the boundary lines of the Property since the Survey.

6. This affidavit is made to connection with that certain LUD Map Amendment Application filed with Monroe County Florida, bearing the File #2019-062 commonly known as the Safe Harbor Overlay District.

Keys Fresh Seafood, LLC, a Florida limited liability company

By: _____
John Buckheim, Manager

State of Florida
County of Monroe

The foregoing instrument was sworn to and subscribed before me this 28th day of June, 2019 by John Buckheim, Manager of Keys Fresh Seafood, LLC, a Florida limited liability company. He [_] is personally known to me or [X] has produced a driver's license as identification.
B250-473-86-128-0

Alexa Walterson
Notary Public

[Notary Seal]

ALEXA NICOLE WALTERSON
MY COMMISSION # GG 344287
EXPIRES: June 12, 2023
Bonded Thru Notary Public Underwriters

Printed Name: Alexa Walterson

My Commission Expires: June 12, 23

Exhibit "A"

LEGEND

(legend symbols: Found 2" Iron Pipe (Fence Post); Set #5 rebar w/cap (6298); Found 1/2" Iron Rod (2863); Found Nail & Disc (6298) (PKS); Set Nail & Disc 6298; (M) Measured; (R) Record; (M/R) Measured & Record; C.B.S. Concrete Block Structure; R\W Right of Way; CLF Chain Link Fence; Centerline; Wood Utility Pole; Concrete Utility Pole; Overhead Utility Lines; Metal Utility Pole)

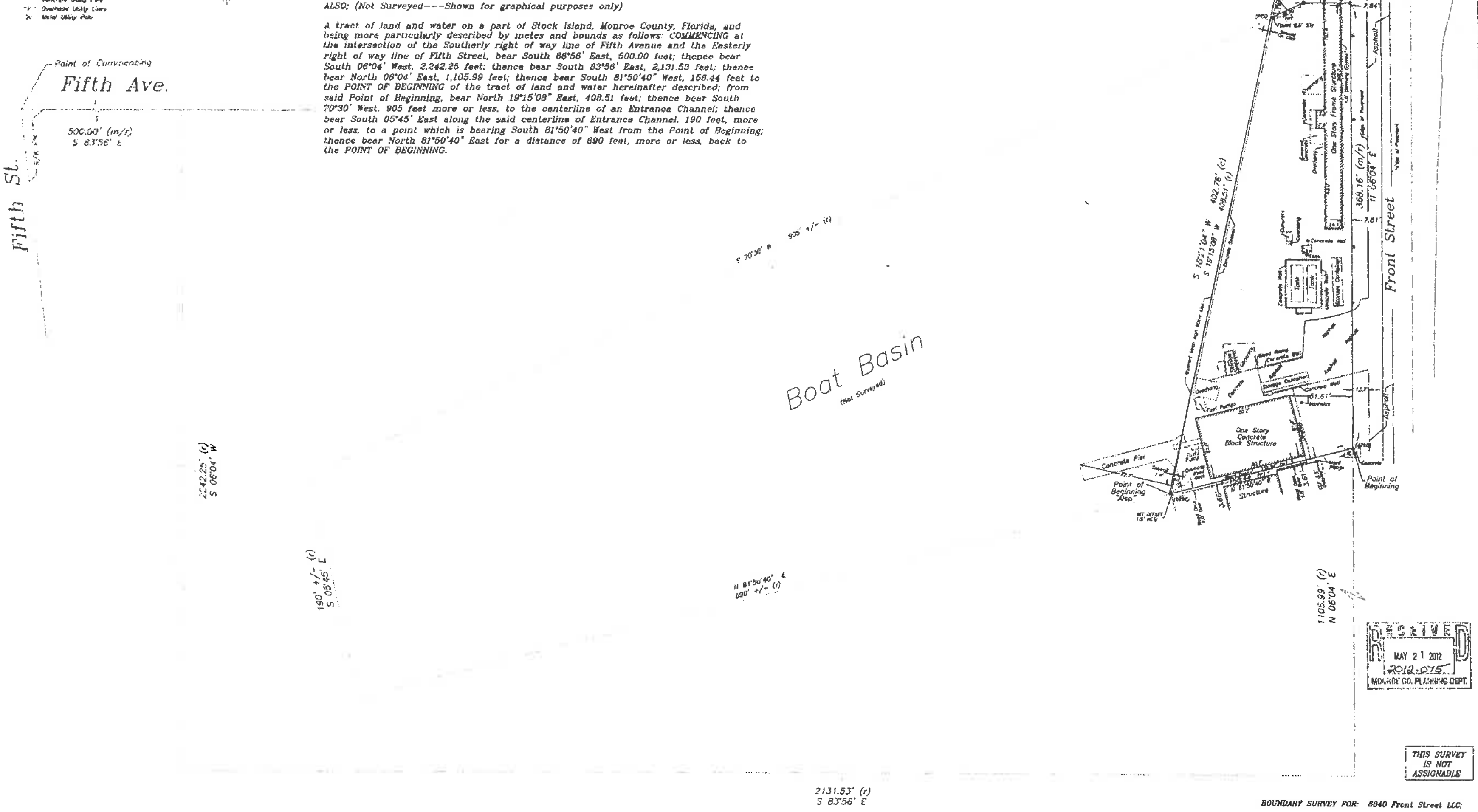
BOUNDARY SURVEY OF: A tract of land on a part of Stock Island, Monroe County, Florida, and being more particularly described by metes and bounds as follows: COMMENCING at the intersection of the Southerly right of way line of Fifth Avenue and the Easterly right of way line of Fifth Street of the Plat of Stock Island, recorded in Plat Book 1, Page 55 of the Public Records of Monroe County, Florida, bear South 86°56' East, 500.00 feet; thence bear South 06°04' West, 2,242.25 feet; thence bear South 83°56' East, 2,131.53 feet; thence bear North 06°04' East, 1,105.99 feet to the POINT OF BEGINNING of the tract of land hereinafter described; from said Point of Beginning, continue bearing North 06°04' East, 368.16 feet; thence bear North 83°56' West, 45 feet more or less, to a point; thence bear South 70°30' West, 25 feet, more or less, to a point; thence bear South 19°15'08" West, 408.51 feet to a point which is bearing South 81°50'40" West from the Point of Beginning; thence bear North 81°50'40" East, 156.44 feet back to the POINT OF BEGINNING.

ALSO; (Not Surveyed---Shown for graphical purposes only)

A tract of land and water on a part of Stock Island, Monroe County, Florida, and being more particularly described by metes and bounds as follows: COMMENCING at the intersection of the Southerly right of way line of Fifth Avenue and the Easterly right of way line of Fifth Street, bear South 86°56' East, 500.00 feet; thence bear South 06°04' West, 2,242.25 feet; thence bear South 83°56' East, 2,131.53 feet; thence bear North 06°04' East, 1,105.99 feet; thence bear South 81°50'40" West, 156.44 feet to the POINT OF BEGINNING of the tract of land and water hereinafter described; from said Point of Beginning, bear North 19°15'08" East, 408.51 feet; thence bear South 70°30' West, 905 feet more or less, to the centerline of an Entrance Channel; thence bear South 05°45' East along the said centerline of Entrance Channel, 190 feet, more or less, to a point which is bearing South 81°50'40" West from the Point of Beginning; thence bear North 81°50'40" East for a distance of 690 feet, more or less, back to the POINT OF BEGINNING.

NOTES:

1. The legal descriptions shown hereon were furnished by the client or their agent.
2. Underground foundations and utilities were not located.
3. All angles are 90° (Measured & Record) unless otherwise noted.
4. Street address: 6840 Front Street, Stock Island, Key West, FL.
6. This survey is not valid without the signature and the original raised seal of a Florida licensed surveyor and mapper.
6. Lands shown hereon were not abstracted for rights-of-way, easements, ownership, or other instruments of record.
7. Bearings are assumed and based on the W'ly R/W line of Front St. as N 6°04' E.
8. This survey is not assignable.
9. Date of field work: December 8, 2006.
10. Ownership of fences is undeterminable, unless otherwise noted.
11. Adjoiners are not furnished.
12. The "Apparent Mean High Water Line" shown hereon does not purport to establish the actual Mean High Water Line for tidal boundary purposes.
13. Upland Area: 40,340 square feet, more or less.



MAY 21 2012
2012-015
MONROE CO. PLANNING DEPT.

THIS SURVEY IS NOT ASSIGNABLE

BOUNDARY SURVEY FOR: 6840 Front Street LLC

J. LYNN O'FLYNN, INC

J. Lynn O'Flynn, PSM
Florida Reg. #6298
December 12, 2006

Not valid without the signature and original raised seal of a Florida licensed Surveyor and Mapper.	J. LYNN O'FLYNN, Inc. Professional Surveyor & Mapper PSM #6298 3430 Duck Ave., Key West, FL 33040 (305) 296-7422 FAX (305) 296-2244	Boundary Survey Map of: 6840 FRONT STREET LLC 6840 Front Street, Stock Island, Florida	DRAWN BY: MPB CHECKED BY: JLO DATE: 12-07-06	REVISIONS: 1. 2. Revised Boundary/Upland Area 3. 4. 5. 6. 7. DATE: 5-8-12	SHEET: 1 OF: 1

Prepared by and return to:
Chelsea C. Vanadia
Attorney at Law
Smith Hawks, PL
138 Simonton Street
Key West, FL 33040
305-296-7227

Survey Affidavit

No Boundary changes

BEFORE ME, the undersigned authority, duly authorized to take acknowledgments and administer oaths, personal appeared Rebecca Ritter, as Vice President and Secretary of Robbie's Safe Harbor Marine Enterprises, Inc., a Florida for profit corporation ("Affiant"), who deposes and says under penalties of perjury that:

1. This affidavit is made with regard to the property located at 7281 Shrimp Road, Stock Island, FL; Parcel ID: 00123660-000000; Alternate Key: 1157775.

2. Affiant is the Vice President and Secretary of Robbie's Safe Harbor Marine Enterprises, Inc., a Florida for profit corporation, the owner of the real property described under item 1 above ("Property").

3. Affiant is familiar with the Property.

4. Affiant has reviewed the survey and legal description of the Property prepared by Reece & White Land Surveying, Inc., dated April 22, 2012 ("Survey") attached as Exhibit "A," as previously filed with Monroe County, file # 2012-075.

5. There has been no change in the location of the boundary lines of the Property since the Survey.

6. This affidavit is made to connection with that certain LUD Map Amendment Application filed with Monroe County Florida, bearing the File #2019-062 commonly known as the Safe Harbor Overlay District.

Robbie's Safe Harbor Marine Enterprises, Inc.,
a Florida for profit corporation

By: _____
Rebecca Ritter, Vice President and Secretary

State of Florida
County of Monroe

The foregoing instrument was sworn to and subscribed before me this 21th day of June, 2019 by Rebecca Ritter, Vice President and Secretary of Robbie's Safe Harbor Marine Enterprises, Inc., a Florida for profit corporation. She [✓] is personally known to me or [_] has produced a driver's license as identification.

[Notary Seal]

BRANDI GREEN
MY COMMISSION # FF 965986
EXPIRES: June 29, 2020
Bonded Thru Notary Public Underwriters

Brandi Green
Notary Public

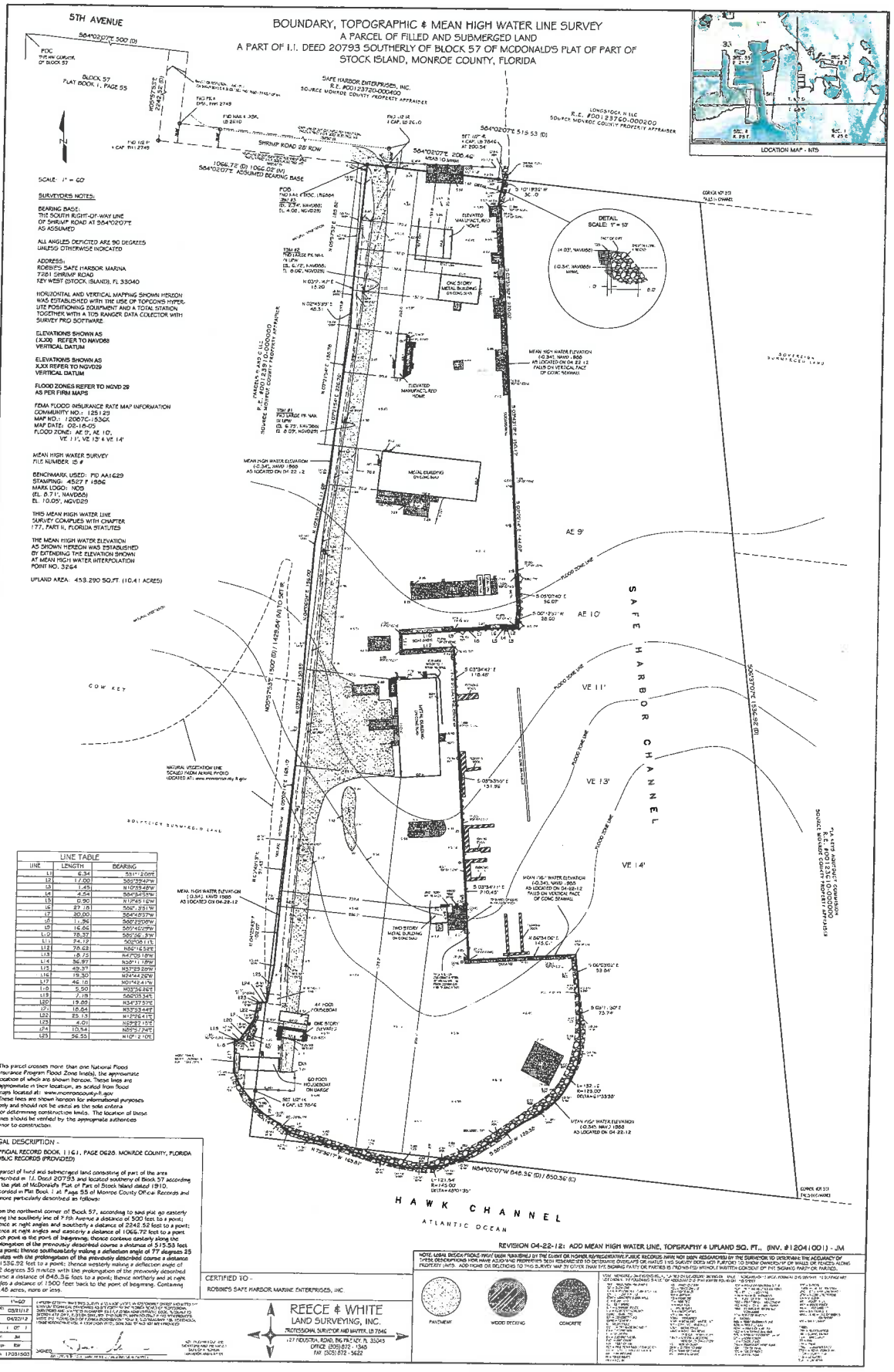
Printed Name: Brandi Green

My Commission Expires: 06/29/2020

BOUNDARY, TOPOGRAPHIC & MEAN HIGH WATER LINE SURVEY

A PARCEL OF FILLED AND SUBMERGED LAND

A PART OF I.I. DEED 20793 SOUTHERLY OF BLOCK 57 OF MCDONALD'S PLAT OF PART OF STOCK ISLAND, MONROE COUNTY, FLORIDA



LINE TABLE		
LINE	LENGTH	BEARING
L1	6.34	S51°12'06"E
L2	17.00	S65°59'42"W
L3	1.45	N10°59'48"W
L4	4.54	S64°54'55"W
L5	0.90	N10°45'16"W
L6	27.18	S62°35'51"W
L7	20.00	S64°49'37"W
L8	11.96	S62°23'06"W
L9	16.66	S65°45'09"W
L10	78.37	S65°56'53"W
L11	34.12	S02°08'11"E
L12	78.63	N86°16'53"E
L13	18.73	N47°09'18"W
L14	36.97	N38°11'18"W
L15	49.37	N37°23'00"W
L16	19.30	N24°44'20"W
L17	46.16	N01°42'41"W
L18	5.50	N03°56'52"E
L19	7.19	S62°03'34"E
L20	19.69	N34°37'57"E
L21	16.64	N33°33'44"E
L22	25.13	N12°26'41"E
L23	4.01	N29°21'15"E
L24	10.54	N85°57'24"E
L25	56.55	N10°21'10"E

This parcel crosses more than one National Flood Insurance Program Flood Zone line(s), the approximate location of which are shown hereon. These lines are approximate in their location, as scaled from flood maps located at: www.monroecounty-fl.gov
These lines are shown hereon for informational purposes only and should not be used as the sole criteria for determining construction limits. The location of these lines should be verified by the appropriate authorities prior to construction.

LEGAL DESCRIPTION -

OFFICIAL RECORD BOOK 1161, PAGE 0626, MONROE COUNTY, FLORIDA PUBLIC RECORDS (PROVIDED)

A parcel of land and submerged land consisting of part of the area described in I.I. Deed 20793 and located southerly of Block 57 according to the plat of McDonald's Plat of Part of Stock Island dated 1910, recorded in Plat Book 1 at Page 55 of Monroe County Official Records and is more particularly described as follows:

From the northwest corner of Block 57, according to said plat, go easterly along the southerly line of 7th Avenue a distance of 500 feet to a point; thence at right angles and southerly a distance of 2242.52 feet to a point; thence at right angles and easterly a distance of 1066.72 feet to a point which point is the point of beginning; thence continue easterly along the prolongation of the previously described course a distance of 515.53 feet to a point; thence southeasterly making a deflection angle of 77 degrees 25 minutes with the prolongation of the previously described course a distance of 1536.92 feet to a point; thence westerly making a deflection angle of 102 degrees 35 minutes with the prolongation of the previously described course a distance of 846.36 feet to a point; thence northerly at right angles a distance of 1500 feet back to the point of beginning. Containing 23.40 acres, more or less.

SCALE	1"=60'	
FIELD WORK	03/21/12	
REVISION	04/22/12	
DWG	1 OF 1	
DRAWN BY	JM	
CHECKED BY	RW	
AWO #	12041001	

SIGNED: [illegible]

CERTIFIED TO -

ROBBIE'S SAFE HARBOR MARINE ENTERPRISES, INC.

REECE & WHITE
LAND SURVEYING, INC.
PROFESSIONAL SURVEYOR AND MAPPER, LB 7646
127 INDUSTRIAL ROAD, BIG PINE KEY, FL 33043
OFFICE: (305) 872 - 1345
FAX: (305) 872 - 5622

REVISION 04-22-12: ADD MEAN HIGH WATER LINE, TOPOGRAPHY & UPLAND SQ. FT., (INV. #12041001) - JM

NOTE: LEGAL DESCRIPTIONS HAVE BEEN FURNISHED BY THE CLIENT OR OWNER REPRESENTATIVE. PUBLIC RECORDS HAVE NOT BEEN RESEARCHED BY THE SURVEYOR TO DETERMINE THE ACCURACY OF THESE DESCRIPTIONS. NOR HAVE ADJOINING PROPERTIES BEEN RESEARCHED TO DETERMINE OVERLAPS OR GAPS. THIS SURVEY DOES NOT PURPORT TO SHOW OWNERSHIP OF WALLS OR FENCES ALONG PROPERTY LINES. ADD HOME OR DELETIONS TO THIS SURVEY MAY BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.

PAVEMENT | WOOD DECKING | CONCRETE

[illegible]

Prepared by and return to:
Chelsea C. Vanadia
Attorney at Law
Smith Hawks, PL
138 Simonton Street
Key West, FL 33040
305-296-7227

Survey Affidavit

No Boundary Changes

BEFORE ME, the undersigned authority, duly authorized to take acknowledgments and administer oaths, personal appeared Roger M. Bernstein, as President and Director of Safe Harbor Enterprises, Inc., a Florida for profit corporation ("Affiant"), who deposes and says under penalties of perjury that:

1. This affidavit is made with regard to the property located at Vacant Land, Stock Island, FL; Parcel ID: 00123731-000000; Alternate Key: 9081090.

2. Affiant is the President and Director of Safe Harbor Enterprises, Inc., a Florida for profit corporation, the owner of the real property described under item 1 above ("Property").

3. Affiant is familiar with the Property.

4. Affiant has reviewed the survey and legal description of the Property prepared by Avirom & Associates, Inc., dated February 1, 2016 for Stock Island Marina Village, a condominium ("Survey") attached as Exhibit "A."

5. There has been no change in the location of the boundary lines of the Property since the Survey.

6. This affidavit is made to connection with that certain LUD Map Amendment Application filed with Monroe County Florida, bearing the File #2019-062 commonly known as the Safe Harbor Overlay District.

(signature page to follow)

Safe Harbor Enterprises, Inc., a Florida for profit corporation

By: _____

Roger M. Bernstein, President and Director

State of Florida
County of Miami-Dade

The foregoing instrument was sworn to and subscribed before me this 11th day of July, 2019 by Roger M. Bernstein, President and Director of Safe Harbor Enterprises, Inc., a Florida for profit corporation. He [_] is personally known to me or [✓] has produced a driver's license as identification.

[Notary Seal]

_____
Notary Public

Printed Name: Jeannine Rodriguez

My Commission Expires: 10/22/2020

Jeannine N. Rodriguez
COMMISSION # GG037756
EXPIRES: Oct. 22, 2020
Bonded Thru Aaron Notary

Prepared by and return to:
Chelsea C. Vanadia
Smith Hawks, PL
138 Simonton Street
Key West, FL 33040
305-296-7227

Survey Affidavit

No Boundary Changes

BEFORE ME, the undersigned authority, duly authorized to take acknowledgments and administer oaths, personal appeared Joseph O'Connell, as Manager of Safe Harbour Properties, LLC, a Florida limited liability company ("Affiant"), who deposes and says under penalties of perjury that:

1. This affidavit is made with regard to the property located at 6810 Front Street, Stock Island, FL; Parcel ID: 00123590-000000; Alternate Key: 1157708.

2. Affiant is the Manager of Safe Harbour Properties, LLC, a Florida limited liability company, the owner of the real property described under item 1 above ("Property").

3. Affiant is familiar with the Property.

4. Affiant has reviewed the survey and legal description of the Property prepared by J. Lynn O'Flynn, Inc., dated May 7, 2012 ("Survey") attached as Exhibit "A", as previously filed with Monroe County, file # 2012-075.[1]

5. There has been no change in the location of the boundary lines of the Property since the Survey.

6. This affidavit is made to connection with that certain LUD Map Amendment Application filed with Monroe County Florida, bearing the File #2019-062 commonly known as the Safe Harbor Overlay District.

Safe Harbour Properties, LLC, a Florida
limited liability company

By: _____
Joseph O'Connell, Manager

State of Florida
County of Monroe
The foregoing instrument was sworn to and subscribed before me this 25th day of June, 2019 by Joseph O'Connell, Manager of Safe Harbour Properties, LLC, a Florida limited liability company. He [✓] is personally known to me or [ ] has produced a driver's license as identification.

[Notary Seal]

BRITNEY B. ALAYON
MY COMMISSION # FF 995555
EXPIRES: August 22, 2020
Bonded Thru Notary Public Underwriters

_____
Notary Public

Printed Name: Britney Alayon

My Commission Expires: 8/22/20

[1] There is a scrivener's error on the survey as to the name of the owner, as it still identifies the owner as Safe Harbor Marina, LLC. Safe Harbor Marina, LLC conveyed the property to Safe Harbour Properties, LLC on January 13, 2007 by Special Warranty Deed recorded in the Official Records of Monroe County, Florida Book 2285 Page 2091, a copy of which has already been provided to Monroe County.

Exhibit "A"

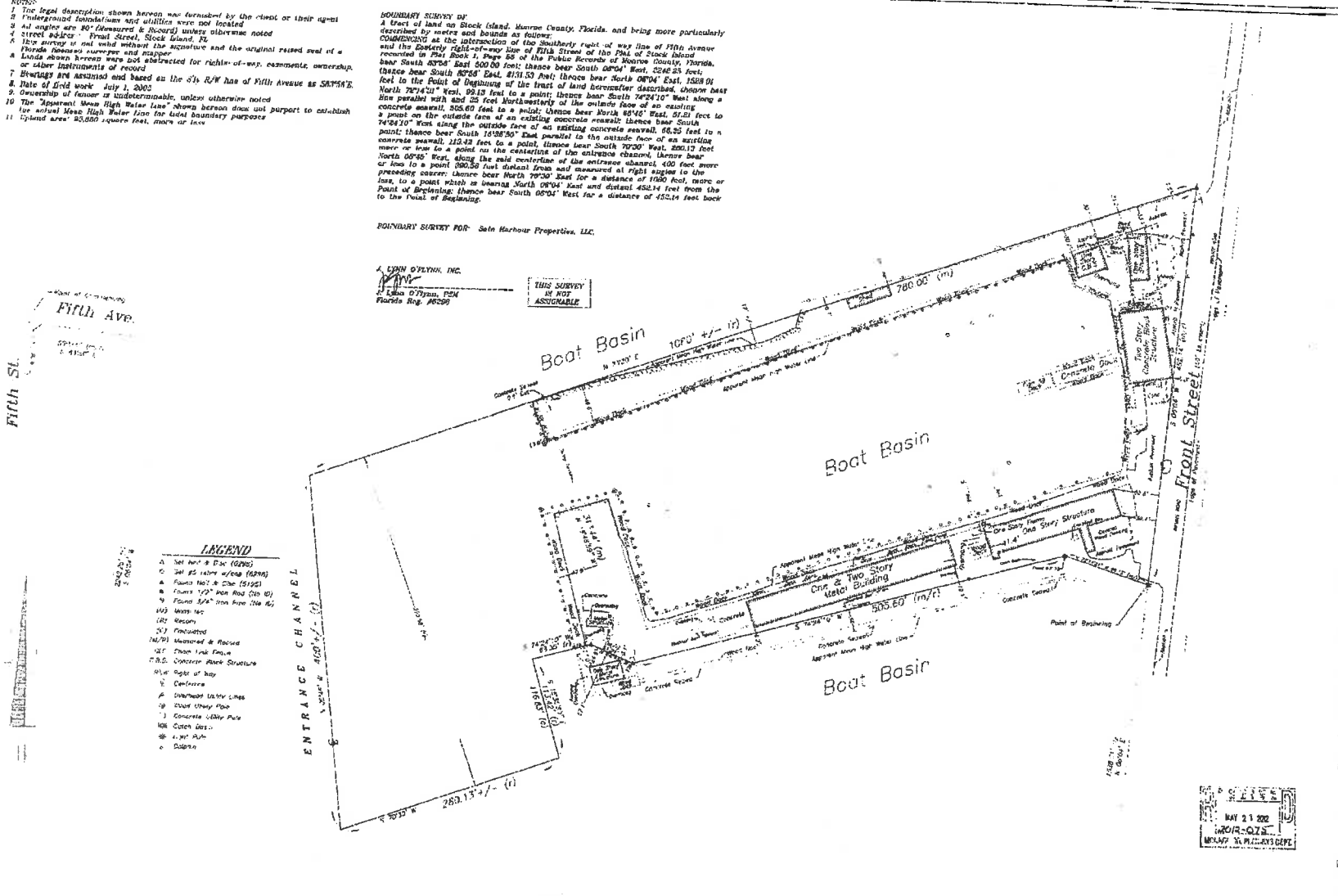
NOTES:
1. The legal description shown hereon was furnished by the client or their agent
2. Underground foundations and utilities were not located
3. All angles are 90° (Measured & Record) unless otherwise noted
4. Street address: Front Street, Stock Island, FL
5. This survey is not valid without the signature and the original raised seal of a Florida licensed surveyor and mapper
6. Lands shown hereon were not abstracted for richts-of-way, easements, ownership, or other instruments of record
7. Bearings are assumed and based on the S'ly R/W line of Fifth Avenue as S87°58'E.
8. Date of field work: July 1, 2005
9. Ownership of fences is undeterminable, unless otherwise noted
10. The "Apparent Mean High Water line" shown hereon does not purport to establish the actual Mean High Water line for tidal boundary purposes
11. Upland area: 85,800 square feet, more or less

BOUNDARY SURVEY OF
A tract of land on Stock Island, Monroe County, Florida, and being more particularly described by metes and bounds as follows:
COMMENCING at the intersection of the Southerly right of way line of Fifth Avenue and the Easterly right-of-way line of Fifth Street of the Plat of Stock Island recorded in Plat Book 1, Page 65 of the Public Records of Monroe County, Florida, bear South 87°58' East 500.00 feet; thence bear South 08°04' West, 5246.25 feet; thence bear South 87°58' East, 2131.53 feet; thence bear North 08°04' East, 1528.01 feet to the Point of Beginning of the tract of land hereinafter described, thence bear North 78°14'10" West, 99.13 feet to a point; thence bear South 74°24'10" West along a line parallel with and 25 feet Northwesterly of the outside face of an existing concrete seawall, 505.60 feet to a point; thence bear North 65°46' West, 57.21 feet to a point on the outside face of an existing concrete seawall; thence bear South 74°24'10" West along the outside face of an existing concrete seawall, 66.35 feet to a point; thence bear South 14°38'50" East parallel to the outside face of an existing concrete seawall, 112.42 feet to a point, thence bear South 79°30' West, 280.13 feet more or less to a point on the centerline of the entrance channel, thence bear North 08°45' West, along the said centerline of the entrance channel, 400 feet more or less to a point (980.58 feet distant from and measured at right angles to the preceding course; thence bear North 79°30' East for a distance of 1180 feet, more or less, to a point which is bearing North 08°04' East and distant 452.14 feet from the Point of Beginning; thence bear South 08°04' West for a distance of 452.14 feet back to the Point of Beginning.

BOUNDARY SURVEY FOR: Safe Harbour Properties, LLC.

J. LYNN O'FLYNN, INC.
J. Lynn O'Flynn, PSM
Florida Reg. #6298

THIS SURVEY IS NOT ASSIGNABLE



Boundary Survey Map of:
SAFE HARBOR MARINA, LLC
6810 Front Street, Stock Island, Florida

J. LYNN O'FLYNN, Inc.
Professional Surveyors & Mappers
3436 Duck Avenue, Key West, FL 33040
(305) 294-5785 Fax (305) 294-2640

DRAWN BY: JMG
CHECKED BY: JLO
DATE: 7-27-05
REVISIONS:
DATE: 9-26-05
SHEET: 1 OF: 1

Not valid without the signature and original raised seal of a Florida licensed Surveyor and Mapper

Google Maps

Benjamin Bernstein trust [00127250-000000]

Image capture: Mar 2019 © 2019 Google

Stock Island, Florida

Google

Street View - Mar 2019

Google Maps

Benjamin Bernstein Trust [00127280-000000]

Image capture: Mar 2019 © 2019 Google

Stock Island, Florida

Google

Street View - Mar 2019

Google Maps

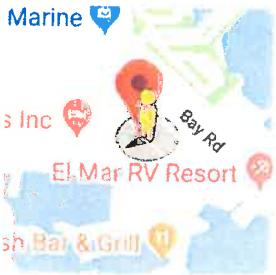
BYRON J. COLLEY & TONITA A. DAVIS H/W [00127280-000200]

Image capture: Mar 2019 © 2019 Google

Stock Island, Florida

Google

Street View - Mar 2019



Google Maps

Constellation Yachts, Inc. [00123730-000100]

Image capture: Mar 2019 © 2019 Google

Stock Island, Florida

Google

Street View - Mar 2019

Google Maps

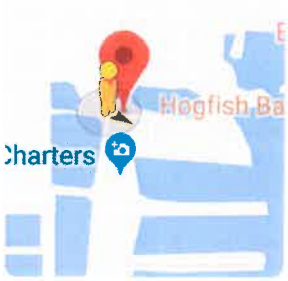
00123730-000200; Constellation Yachts, Inc.

Image capture: Mar 2019 © 2019 Google

Stock Island, Florida

Google

Street View - Mar 2019



Google Maps

Harbor Bay Investments, LLC [00123800-000101]

Image capture: Mar 2019 © 2019 Google

Stock Island, Florida

Google

Street View - Mar 2019

Google Maps

Harbor Bay Investments, LLC [00123800-000102]

Image capture: Mar 2019 © 2019 Google

Stock Island, Florida

Google

Street View - Mar 2019

Google Maps

JKYD LLC [00123720-000400]

Image capture: Mar 2019 © 2019 Google

Stock Island, Florida

Google

Street View - Mar 2019

Google Maps

K W Resort Utilities Corp. [00123600-000101]

Image capture: Apr 2011 © 2019 Google

Stock Island, Florida

Google

Street View - Apr 2011

Google Maps

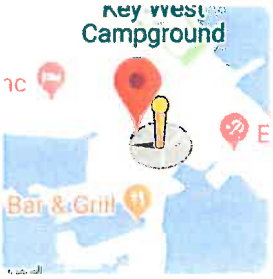
Key West Transfer Station & Hauling Service, Inc. [00123600-000102]

Image capture: Mar 2019 © 2019 Google

Stock Island, Florida

Google

Street View - Mar 2019



Google Maps

Keys Fresh Seafood LLC [00123540-000000]

Image capture: Apr 2011 © 2019 Google

Stock Island, Florida

Google

Street View - Apr 2011

Google Maps

Longstock II, LLC [00123761-000100]

Image capture: Mar 2019 © 2019 Google

Street View - Mar 2019

Google Maps

Longstock II, LLC [00123761-000200]

Image capture: Mar 2019 © 2019 Google

Street View - Mar 2019

Google Maps

Longstock II, LLC [00123761-000300]

Image capture: Mar 2019 © 2019 Google

Stock Island, Florida

Google

Street View - Mar 2019

Google Maps

Longstock II, LLC [00123761-000500]

Image capture: Jul 2018 © 2019 Google

Google

Street View - Jul 2018

Google Maps

Longstock II, LLC [00123761-000600]

Image capture: Jul 2018 © 2019 Google

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Street View - Jul 2018

Google Maps

Longstock II, LLC [00123761-000700]

Image capture: Mar 2019 © 2019 Google

Stock Island, Florida

Google

Street View - Mar 2019

Google Maps

Longstock II, LLC [00123761-000800]

Image capture: Mar 2019 © 2019 Google

Stock Island, Florida

Google

Street View - Mar 2019

Google Maps

Longstock II, LLC [00123761-000900]

Image capture: Mar 2019 © 2019 Google

Stock Island, Florida

Google

Street View - Mar 2019

Google Maps

Robbie's Safe Harbor Marine Enterprises, Inc. [00123660-000000]

Image capture: Mar 2019 © 2019 Google

Stock Island, Florida

Google

Street View - Mar 2019

Google Maps

Safe Harbor Enterprises, Inc. [00123731-000000]

Image capture: Mar 2019 © 2019 Google

Street View - Mar 2019

Google Maps

Safe Harbour Properties LLC [00123590-000000]

Image capture: Apr 2011 © 2019 Google

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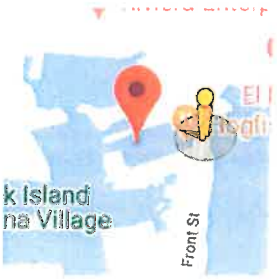
Street View - Apr 2011



Google Maps

SIMV Hotel 1 [00123761-000400]

Image capture: Mar 2019 © 2019 Google

Stock Island, Florida

Google

Street View - Mar 2019

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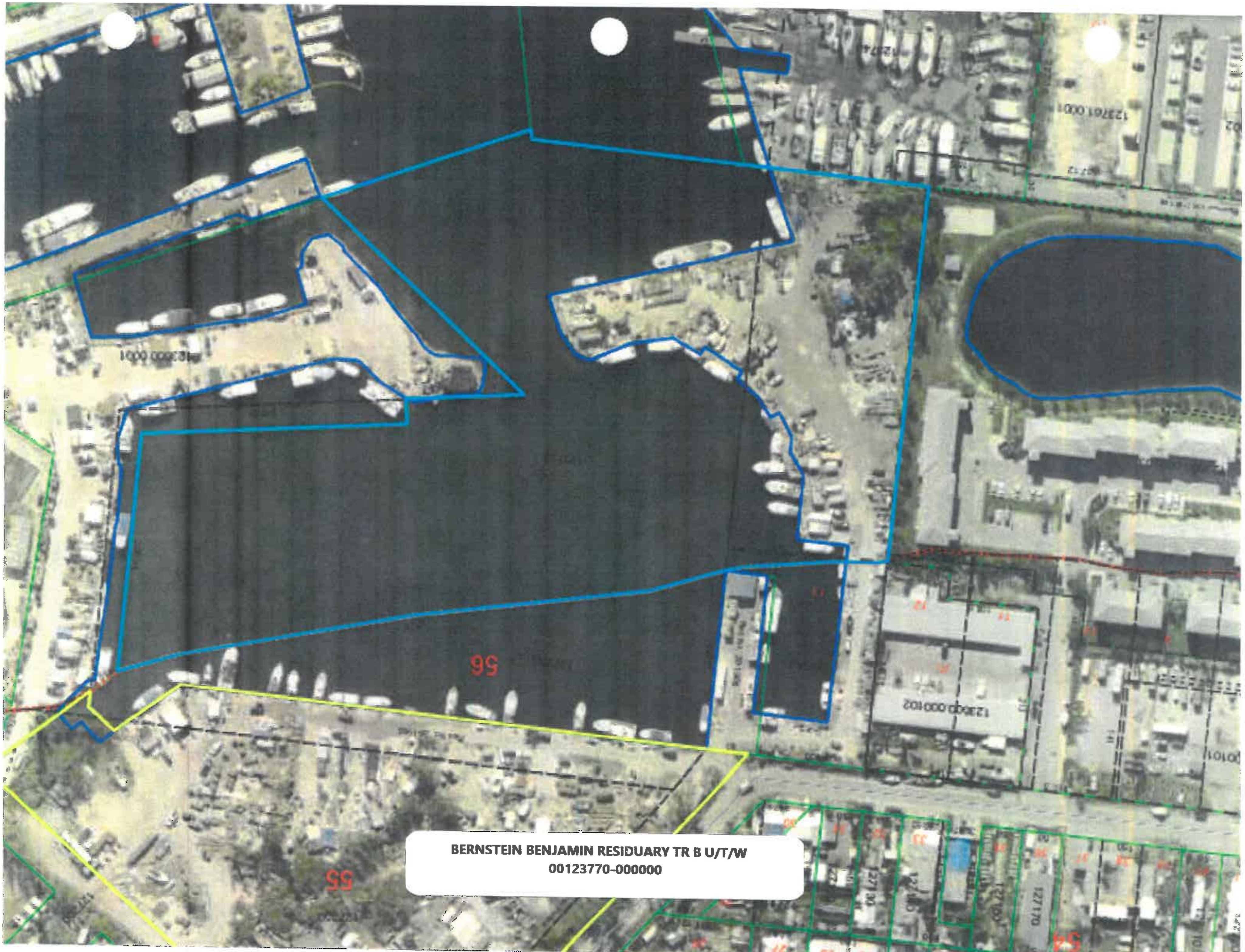
00123570-000000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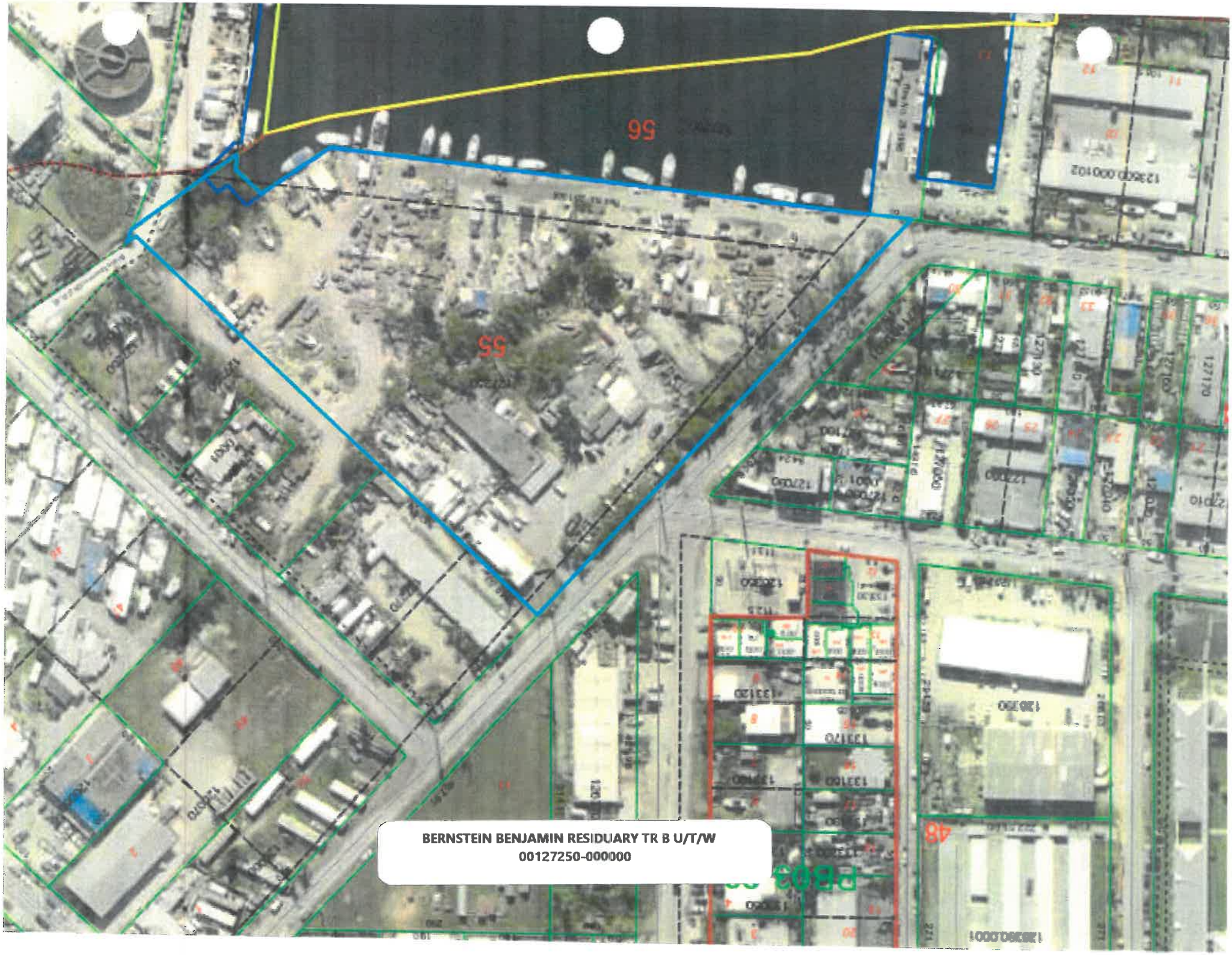
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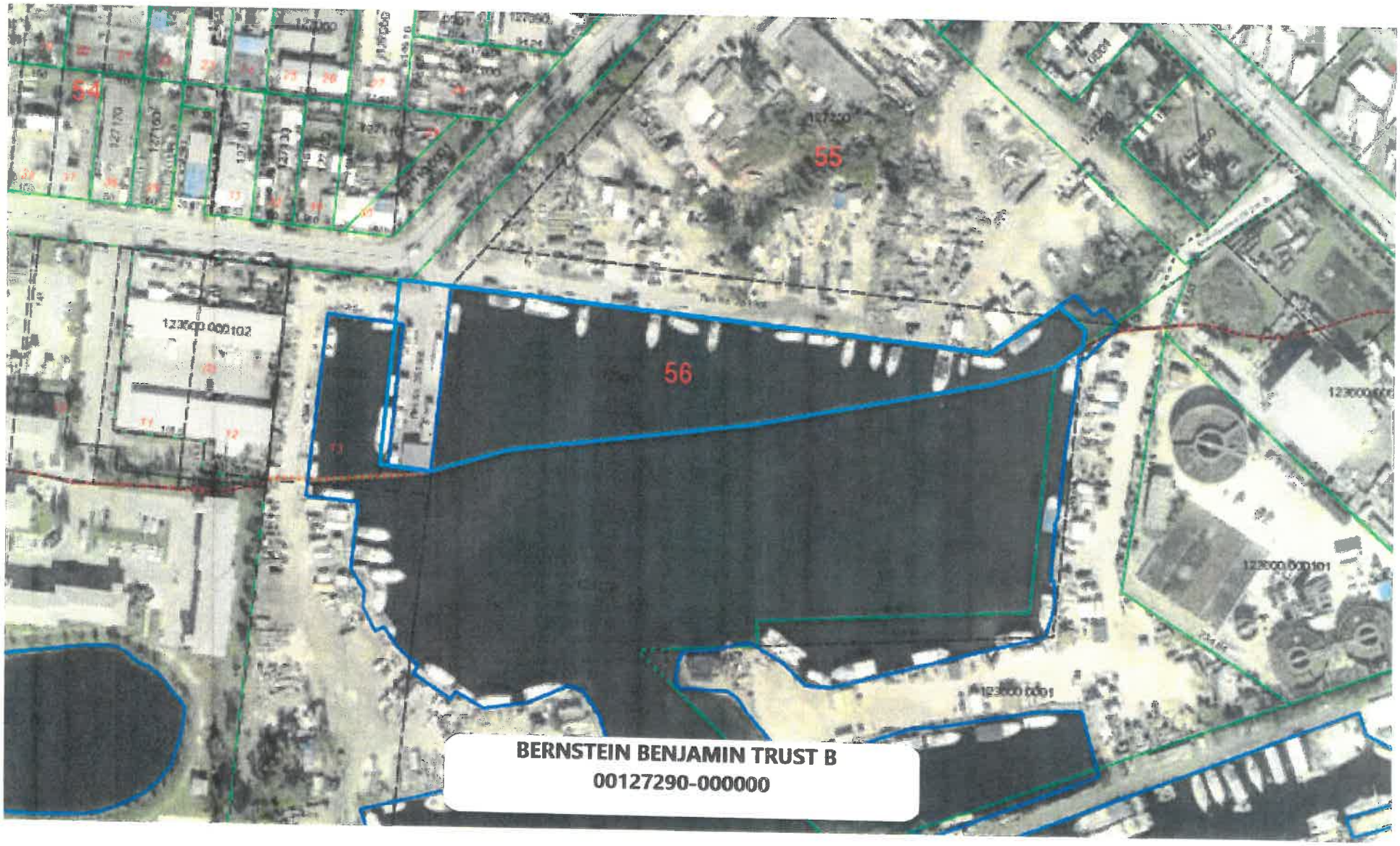
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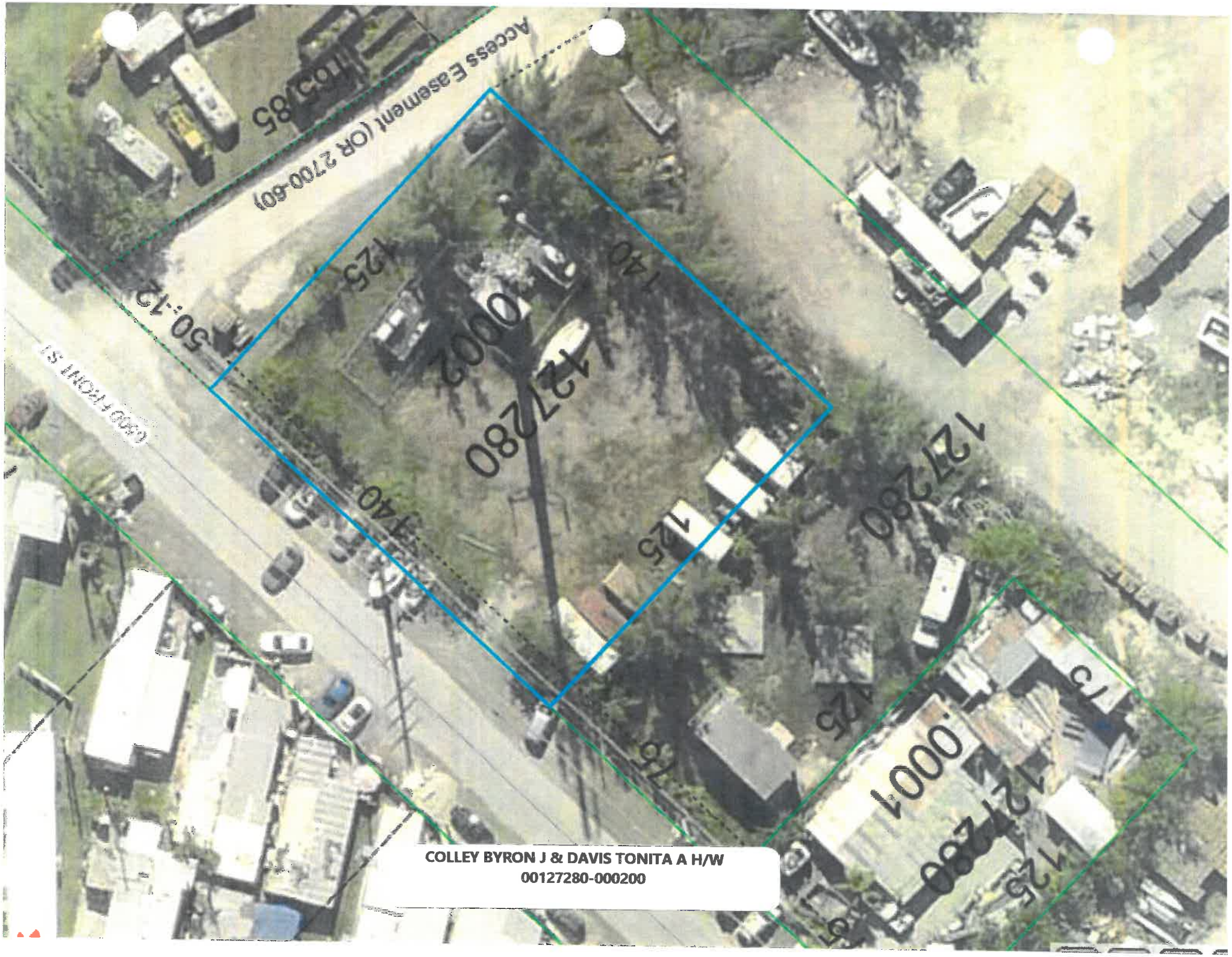
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COLLEY BYRON J & DAVIS TONITA A H/W
00127280-000200

CONSTELLATION YACHTS INC
00123730-000100

CONSTELLATION YACHTS, INC. 00123730-000200

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JKYD LLC
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K W RESORT UTILITIES CORP
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HAULING SERVICE INC
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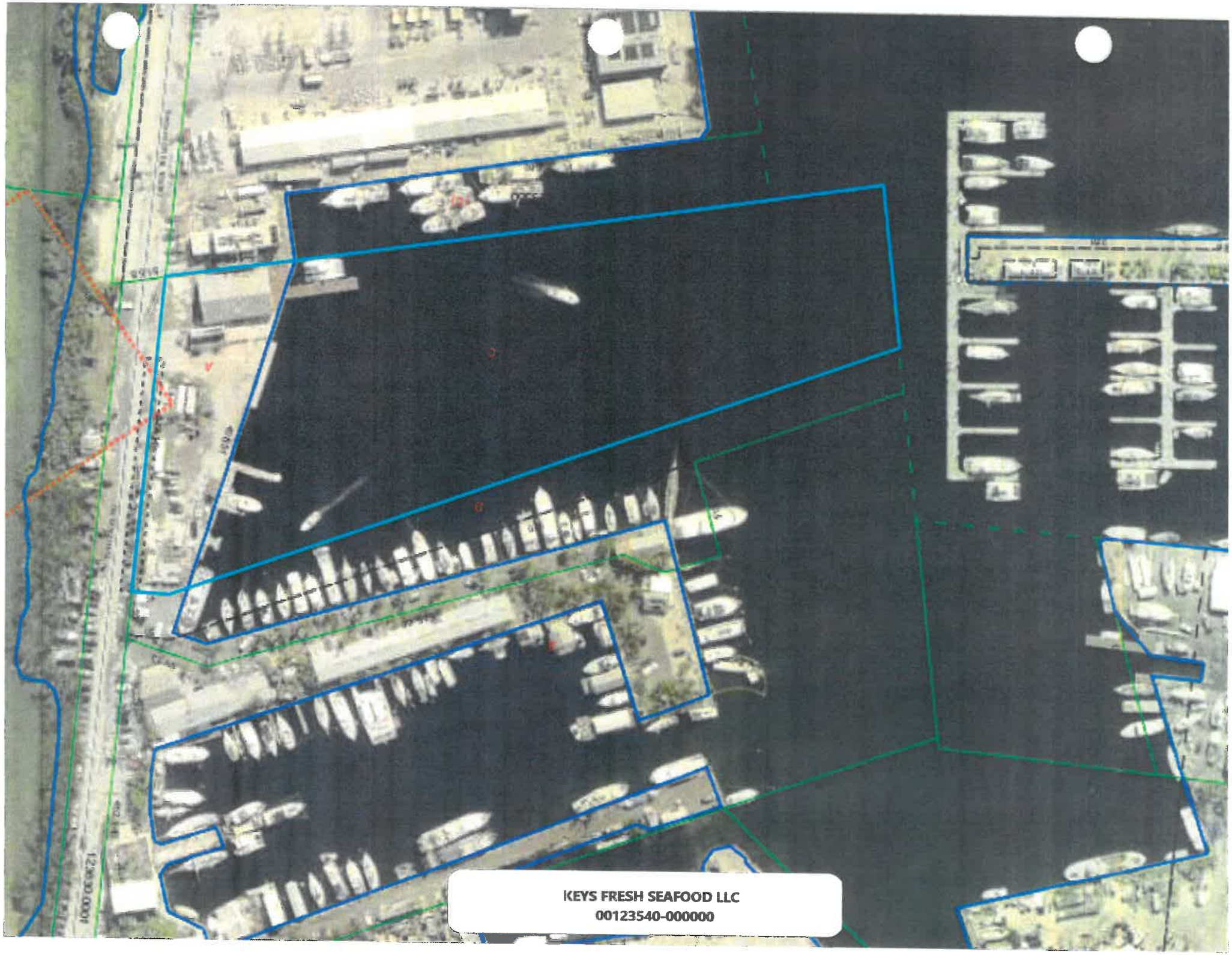
Blue Waters
PBD4-131


KEYS FRESH SEAFOOD LLC
00123540-000000

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Alt Id - 9103824
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Owner - LONGSTOCK II LLC
View: Report | Google Maps

Parcel ID - 00123762-000000
Alt Id - 9103825
Address - BAY BTM OF SHRIMP Rd
Owner - LONGSTOCK II LLC
View: Report | Google Maps

Parcel ID - 00123761-000100
Alt Id - 9103815
Address - 6805 SHRIMP Rd
Owner - LONGSTOCK II LLC
View: Report | Google Maps

Parcel ID - 00123761-000200
Alt Id - 9103816
Address - 6803 SHRIMP Rd
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View: Report | Google Maps

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View: Report | Google Maps

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Owner - LONGSTOCK II LLC
View: Report | Google Maps

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Address - 7025 SHRIMP Rd
Owner - LONGSTOCK II LLC
View: Report | Google Maps

Parcel ID - 00123761-000900
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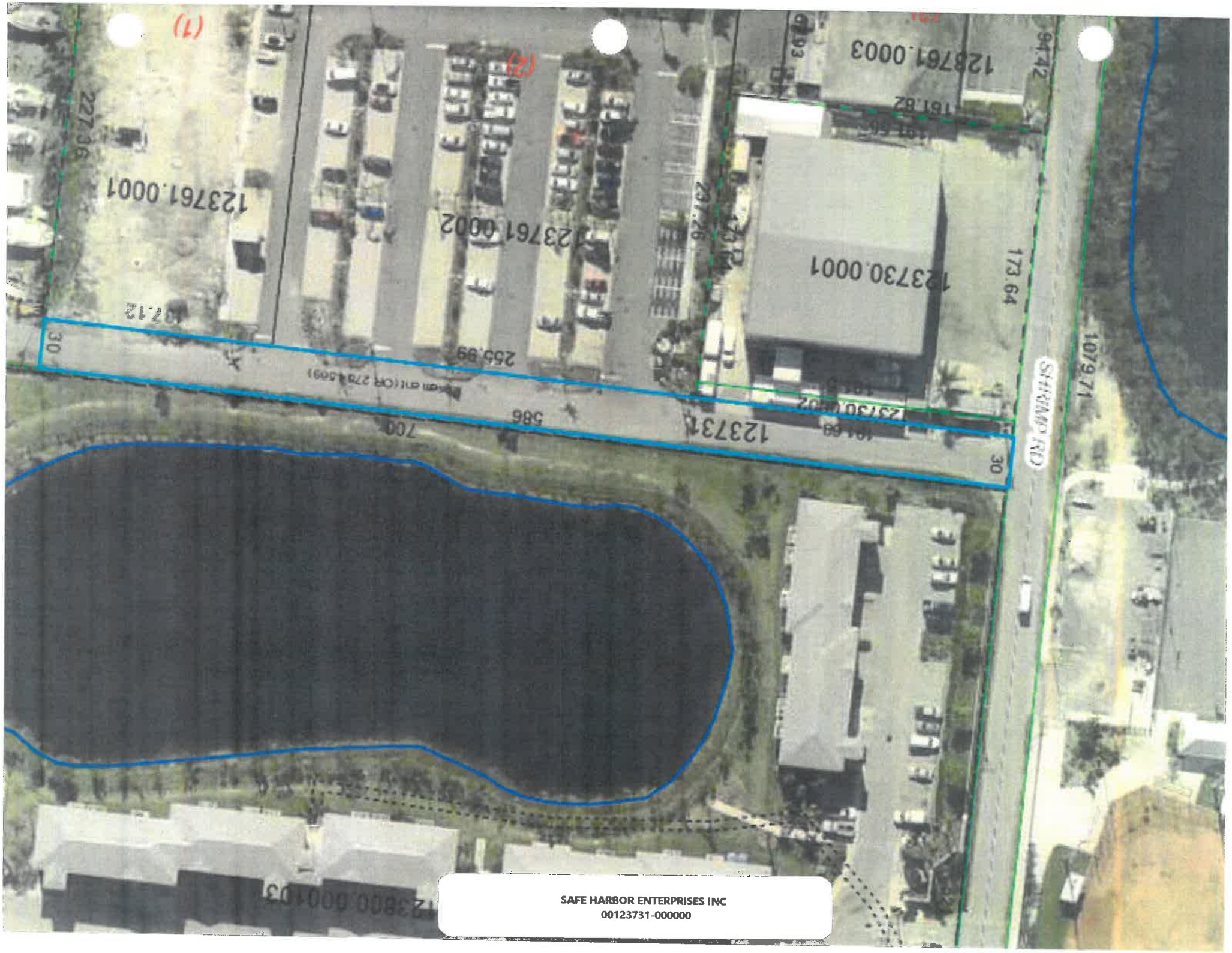
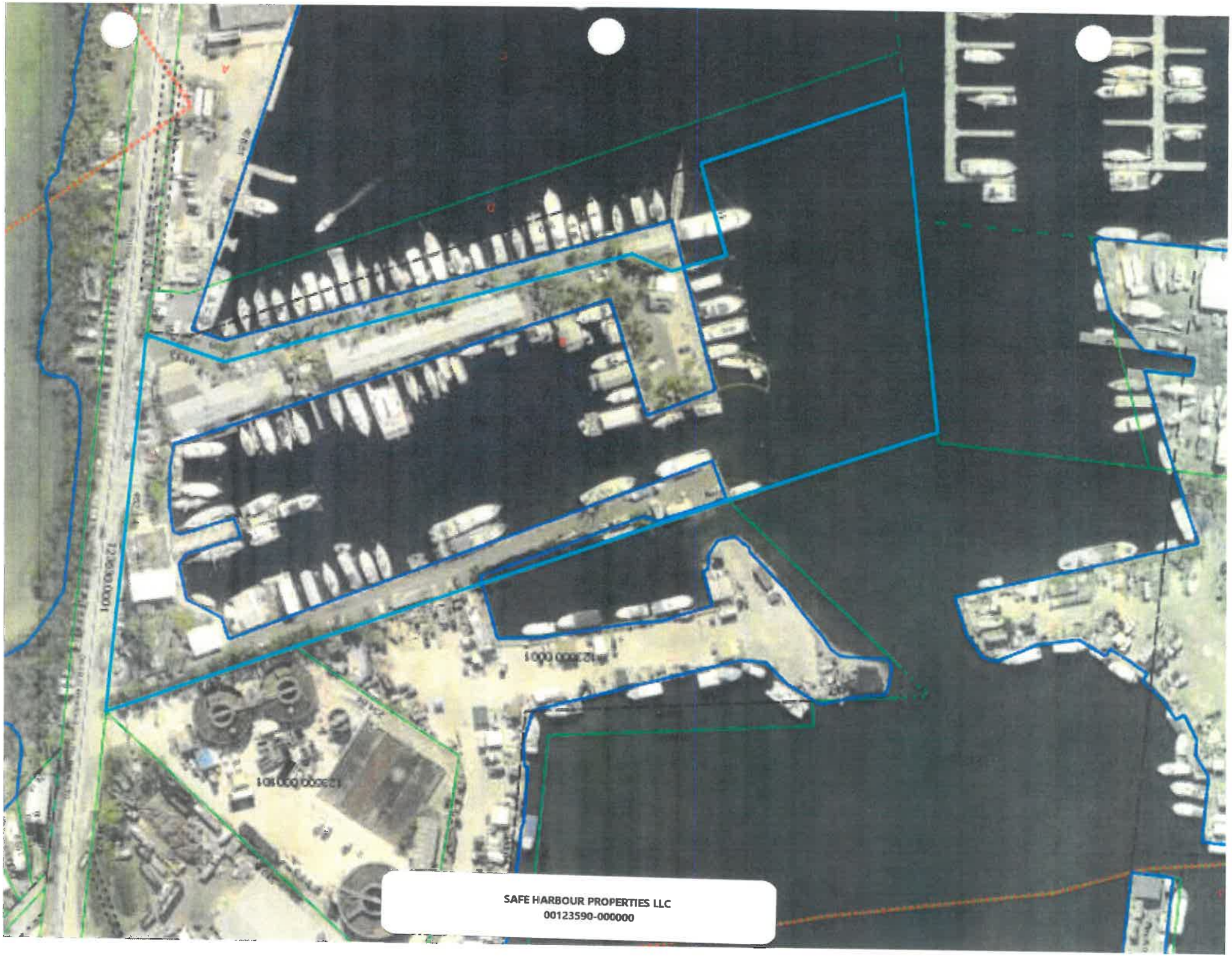
Owner - LONGSTOCK II LLC
View: Report | Google Maps

ROBBIES SAFE HARBOR
MARINE ENT INC
00123660-000000



SAFE HARBOR ENTERPRISES INC
00123731-000000


SAFE HARBOUR PROPERTIES LLC
00123590-000000

SIMV HOTEL 1 LLC
00123761-000400

Prepared by and return to:
Chelsea C. Vanadia
Attorney at Law
Smith Hawks, PL
138 Simonton Street
Key West, FL 33040
305-296-7227

Survey Affidavit

No Boundary Changes

BEFORE ME, the undersigned authority, duly authorized to take acknowledgments and administer oaths, personal appeared Dorothy A. Guy, as Manager of Bama One, LLC, a Florida limited liability company ("Affiant"), who deposes and says under penalties of perjury that:

1. This affidavit is made with regard to the property located at Vacant Land, Stock Island, FL; Parcel ID: 00123570-000000; Alternate Key: 1157686.

2. Affiant is the Manager of Bama One, LLC, a Florida limited liability company, the owner of the real property described under item 1 above ("Property").

3. Affiant is familiar with the Property.

4. Affiant has reviewed the survey and legal description of the Property prepared by J. Lynn O'Flynn, Inc., dated May 7, 2012 ("Survey") attached as Exhibit "A," as previously filed with Monroe County, file # 2012-075.

5. There has been no change in the location of the boundary lines of the Property since the Survey.

6. This affidavit is made to connection with that certain LUD Map Amendment Application filed with Monroe County Florida, bearing the File #2019-062 commonly known as the Safe Harbor Overlay District.

Bama One, LLC, a Florida limited liability company

By: _____
Dorothy A. Guy, Manager

State of Florida
County of Monroe

The foregoing instrument was sworn to and subscribed before me this 25th day of June, 2019 by Dorothy A. Guy, Manager of Bama One, LLC, a Florida limited liability company. She [✓] is personally known to me or [_] has produced a driver's license as identification.

[Notary Seal]

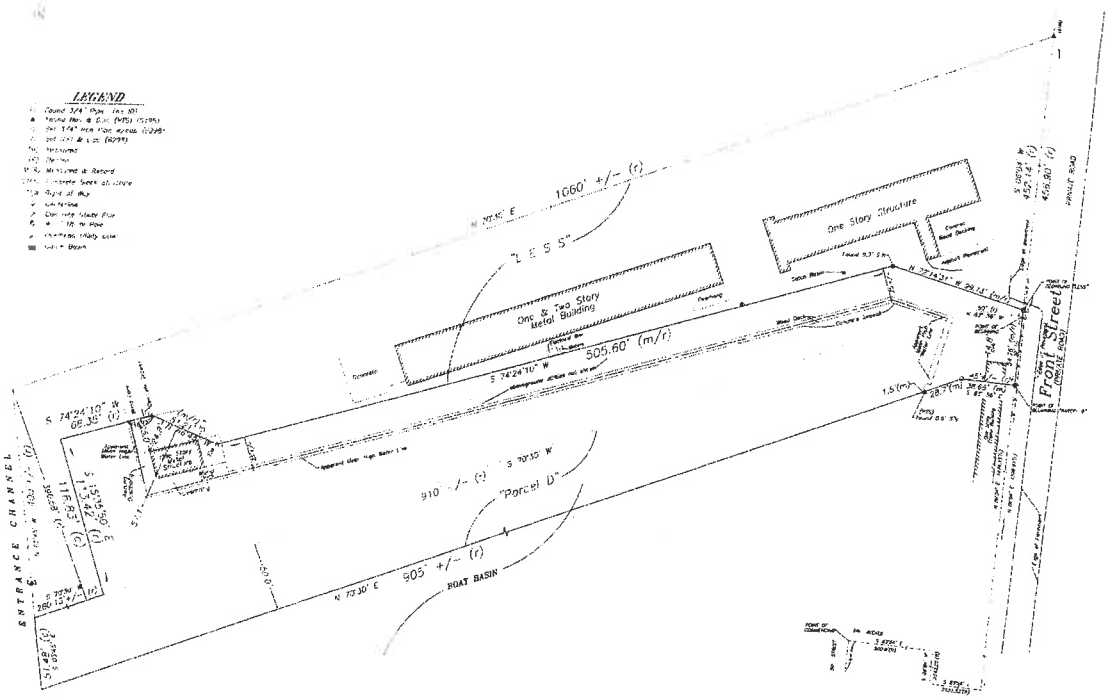
BRITNEY B. ALAYON
MY COMMISSION # FF 995885
EXPIRES: August 22, 2020
Bonded Thru Notary Public Underwriters

_____
Notary Public

Printed Name: Britney Alayon

My Commission Expires: 8/22/20

Exhibit "A"



NOTES:
1. The legal description shown hereon was furnished by the client or their agent.
2. Underground foundations and utilities were not located.
3. All angles are 90° (Measured & Record) unless otherwise noted.
4. Street address: Front Street, Stock Island, FL
5. This survey is not valid without the signature and the original raised seal of a Florida licensed surveyor and mapper.
6. Lands shown hereon were not abstracted for rights-of-way, easements, ownership, or other instruments of record
7. Bearings are assumed and based on the S'ly R/W line of Fifth Avenue as S83°56'E
8. Date of field work: July 1, 2005.
9. Ownership of fences is undeterminable, unless otherwise noted.
10. The "Apparent Mean High Water Line" shown hereon does not purport to establish the actual Mean High Water Line for tidal boundary purposes.
11. Upland area: 18,876 square feet, more or less.

BOUNDARY SURVEY OF
A tract of land on Stock Island, Monroe County, Florida, and being more particularly described by metes and bounds as follows:
COMMENCING at the intersection of the Southerly right-of-way line of Fifth Avenue and the Easterly right-of-way line of Fifth Street of the Plat of Stock Island, recorded in Plat Book 1, Page 55 of the Public Records of Monroe County, Florida, bear South 83°56' East 500.00 feet; thence bear South 06°04' West, 2242.25 feet; thence bear South 83°56' East, 2131.53 feet; thence bear North 06°04' East, 1524.15 feet to the Point of Beginning of the tract of land hereinafter described; from said Point of Beginning bear North 83°56' West for a distance of 50.00 feet to a point; thence bear South 70°30' West for a distance of 910 feet, more or less, in the centerline of the Entrance Channel; thence bear North 05°45' West along the centerline of said Entrance Channel for a distance of 400 feet, more or less, to a point which is 390.59 feet measured at right angles to the preceding course; thence bear North 70°30' East for a distance of 1,060 feet, more or less, to a point which is bearing North 06°04' East from the Point of Beginning; thence bear South 06°04 West for a distance of 456.90 feet back to the Point of Beginning

LESS AND EXCEPT THE FOLLOWING:

A tract of land on Stock Island, Monroe County, Florida, and being more particularly described by metes and bounds as follows.
COMMENCING at the intersection of the Southerly right-of-way line of Fifth Avenue and the Easterly right-of-way line of Fifth Street of the Plat of Stock Island, recorded in Plat Book 1, Page 55 of the Public Records of Monroe County, Florida, bear South 83°56' East 500.00 feet, thence bear South 06°04' West, 2242.25 feet; thence bear South 83°56' East, 2131.53 feet; thence bear North 06°04' East, 1528.91 feet to the Point of Beginning of the tract of land hereinafter described; thence bear North 72°14'31" West, 99.13 feet to a point; thence bear South 74°24'10" West along a line parallel with and 25 feet Northwesterly of the outside face of an existing concrete seawall, 505.60 feet to a point; thence bear North 68°45' West, 31.21 feet to a point on the outside face of an existing concrete seawall; thence bear South 74°24'10" West along the outside face of an existing concrete seawall, 68.35 feet to a point; thence bear South 15°05'50" East parallel to the outside face of an existing concrete seawall, 113.42 feet to a point; thence bear South 70°30' West, 280.13 feet more or less to a point on the centerline of the entrance channel; thence bear North 05°45' West, along the said centerline of the entrance channel, 400 feet more or less to a point 390.59 feet distant from and measured at right angles to the preceding course; thence bear North 70°30' East for a distance of 1060 feet, more or less, to a point which is bearing North 06°04' East and distant 452.14 feet from the Point of Beginning; thence bear South 06°04' West for a distance of 152.14 feet back to the Point of Beginning.

PARCEL D:
A strip of land and water on a part of Stock Island, Monroe County, Florida, and being more particularly described by metes and bounds as follows: COMMENCING at the intersection of the Southerly right of-way line of Fifth Avenue and the Easterly right-of-way line of Fifth Street of the Plat of Stock Island, recorded in Plat Book 1, Page 55 of the Public Records of Monroe County, Florida, bear South 83°56' East 500.00 feet; thence bear South 06°04' West, 2242.25 feet; thence bear South 83°56' East, 2131.53 feet; thence bear North 06°04' East, 1,474.15 feet to the Point of Beginning of the strip of land and water hereinafter described; from said Point of Beginning, continue bearing North 06°04' East 50 feet; thence bear North 83°56' West, 50 feet; thence bear South 70°30' West, 910 feet, more or less, to a point on the centerline of an Entrance Channel; thence bear South 05°45' East along said centerline to a point which is 50 feet, measured at right angles to the preceding course; thence bear North 70°30' East, 905 feet, more or less, to a point which is bearing North 83°56' West from the Point of Beginning; thence bear South 83°56' East 45 feet, more or less, back to the Point of Beginning.

BOUNDARY SURVEY FOR: Bama One, LLC;

J. LYNN O'FLYNN, INC.

J. Lynn O'Flynn, PSM
Florida Reg #6290

THIS SURVEY IS NOT ASSIGNABLE

RECEIVED
MAY 21 2012
2012-075
MONROE COUNTY PLANNING DEPT.

SHEET 1 OF 1

DATE: 5-7-12

REVISIONS:
1. Shoreline/Upland Area
2.
3.
4.
5.
6.
7.

DRAWN BY: MTB
CHECKED BY: JLO
DATE: July 1, 2005

Boundary Survey Map of
BAMA ONE LLC
Stock Island, Monroe County, FL.

J. LYNN O'FLYNN, Inc.
Professional Surveyor & Mapper
FLA #6290
3430 Duck Ave., Key West, FL 33040
(305) 296-7422 FAX (305) 296-2944

Not valid without the signature and original raised seal of a Florida licensed Surveyor and Mapper

Prepared by and return to:
Chelsea C. Vanadia
Attorney at Law
Smith Hawks, PL
138 Simonton Street
Key West, FL 33040
305-296-7227

Survey Affidavit

No Boundary Changes

BEFORE ME, the undersigned authority, duly authorized to take acknowledgments and administer oaths, personally appeared Roger M. Bernstein, as Co-Trustee of the Benjamin Bernstein Residuary Trust B u/t/w ("Affiant"), who deposes and says under penalties of perjury that:

1. This affidavit is made with regard to the following described property:

   See attached Exhibit "A"

2. Affiant is the Co-Trustee of the Benjamin Bernstein Residuary Trust B u/t/w, the owner of the real property described under item 1 above ("Property").

3. Affiant is familiar with the Property.

4. Affiant has reviewed the survey and legal description of the Property prepared by Reece & White Land Surveying, Inc., dated July 29, 2014 ("Survey") attached as Exhibit "B". Such survey was previously submitted and approved with that Development Agreement approved by Monroe County Board of County Commissions Resolution No. 155-2015, recorded in Monroe County Official Records Book 2756, Page 1023.

5. There has been no change in the location of the boundary lines of the Property since the Survey.

6. This affidavit is made to connection with that certain LUD Map Amendment Application filed with Monroe County Florida, bearing the File #2019-062 commonly known as the Safe Harbor Overlay District.

Benjamin Bernstein Residuary Trust B u/t/w

By: _____
Roger M. Bernstein, Co-Trustee

State of Florida
County of Miami-Dade

The foregoing instrument was sworn to and subscribed before me this 11th day of July, 2019 by Roger M. Bernstein, Co-Trustee of the Benjamin Bernstein Residuary Trust B u/t/w. He [ ] is personally known to me or [✓] has produced a driver's license as identification.

[Notary Seal]

Jeannine N. Rodriguez
COMMISSION # GG037756
EXPIRES: Oct. 22, 2020
Bonded Thru Aaron Notary

Notary Public
Printed Name: Jeannine Rodriguez

My Commission Expires: 10/22/2020

00157928 - v2

Exhibit "A"

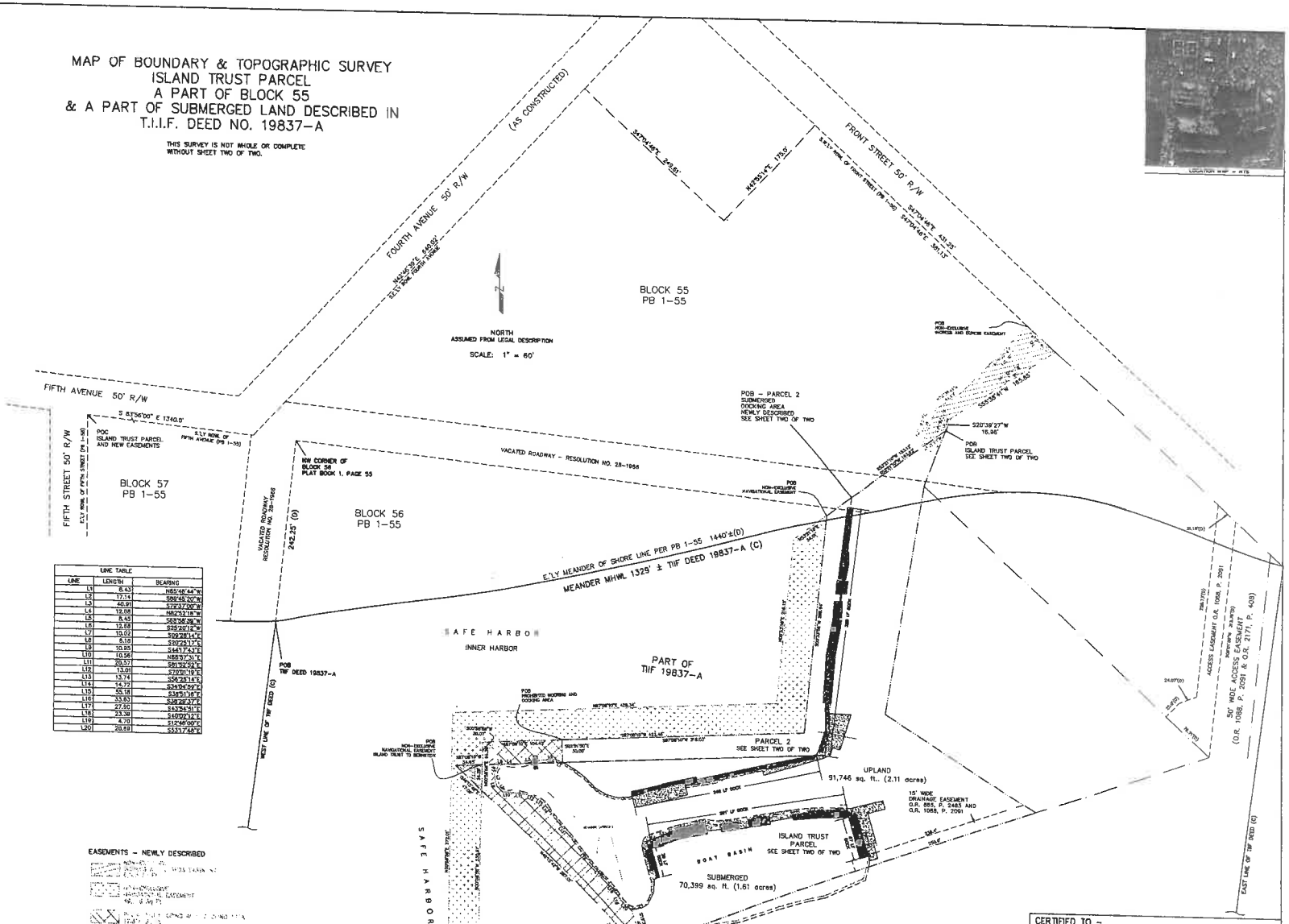
Parcel ID: 00123770-000000
Physical Address: Vacant Lot, Stock Island
Alternate Key: 1157911

Parcel ID: 00127250-000000
Physical Address: 5700 4th Avenue, Stock Island
Alternate Key: 1161462

MAP OF BOUNDARY & TOPOGRAPHIC SURVEY
ISLAND TRUST PARCEL
A PART OF BLOCK 55
& A PART OF SUBMERGED LAND DESCRIBED IN T.I.I.F. DEED NO. 19837-A

THIS SURVEY IS NOT WHOLE OR COMPLETE WITHOUT SHEET TWO OF TWO.

EASEMENTS - NEWLY DESCRIBED



LINE TABLE		
LINE	LENGTH	BEARING
L1	8.43	N85°48'44"W
L2	17.14	S88°45'20"W
L3	40.91	S73°37'05"W
L4	12.08	N82°52'19"W
L5	8.45	S83°38'38"W
L6	12.68	S75°20'12"W
L7	15.02	S09°28'14"E
L8	6.18	S20°25'17"E
L9	10.95	S44°17'43"E
L10	10.56	N88°37'31"E
L11	20.57	S81°52'52"E
L12	13.01	S70°01'19"E
L13	13.74	S54°25'14"E
L14	14.72	S34°04'09"E
L15	55.18	S38°51'16"E
L16	33.83	S38°28'37"E
L17	27.90	S53°54'51"E
L18	23.38	S40°02'12"E
L19	4.70	S12°46'00"E
L20	20.69	S53°17'48"E

EASEMENTS - NEWLY DESCRIBED

REVISION: 07/29/14
1. UPDATE SURVEY
2. WRITE DESCRIPTION AND MAP 4 EASEMENTS
3. WRITE DESCRIPTION AND MAP NEW BAY BOTTOM PARCEL "PARCEL 2"

SCALE:	1"=60'
FIELD WORK DATE:	05/29/12
REVISION DATE:	07/29/14
SHEET	1 OF 2
DRAWN BY:	KB
CHECKED BY:	RCH
INVOICE #	14073101

Surveyor's note: All of the parcels (Island Trust parcel, submerged lands and easements) are contiguous and there are no gaps, gores or overlaps

I HEREBY CERTIFY THAT THIS SURVEY WAS MADE UNDER MY RESPONSIBLE CHARGE AND MEETS THE MINIMUM TECHNICAL STANDARDS AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES. THIS SURVEY, WHICH SCHEDULE B ITEMS DO NOT AGGRAVATE NOR MEET THE PROVISIONS OF FLORIDA ENDORSEMENT FORM 9, SUBPARAGRAPH 10(b) (SETBACKS), 10(d)(ENCROACHMENTS), & 10(e)(EASEMENTS), SCHEDULE "B" HAS NOT BEEN PROVIDED.

SIGNED: ROBERT E. REECE, PSM 5638, PROFESSIONAL SURVEYOR AND MAPPER

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER

CERTIFIED TO ~
Sofa Harbor Seafood, LLC
First State Bank of the Florida Keys
Spottswood, Spottswood & Spottswood
Old Republic Title Insurance Company
Trustees of the Testamentary Trust under the Last Will and Testament of Benjamin Bamatan,
JOSEPH R. RADKOWAN and JEFFREY W. HOLOTIN, as Trustees of the Island Trust Agreement, dated March 10, 1989

REECE & ASSOCIATES
PROFESSIONAL SURVEYOR
AND MAPPER, LB 7846
127 INDUSTRIAL ROAD, BIG PINE KEY, FL 33043
OFFICE (305) 872 - 1348
FAX (305) 872 - 5622

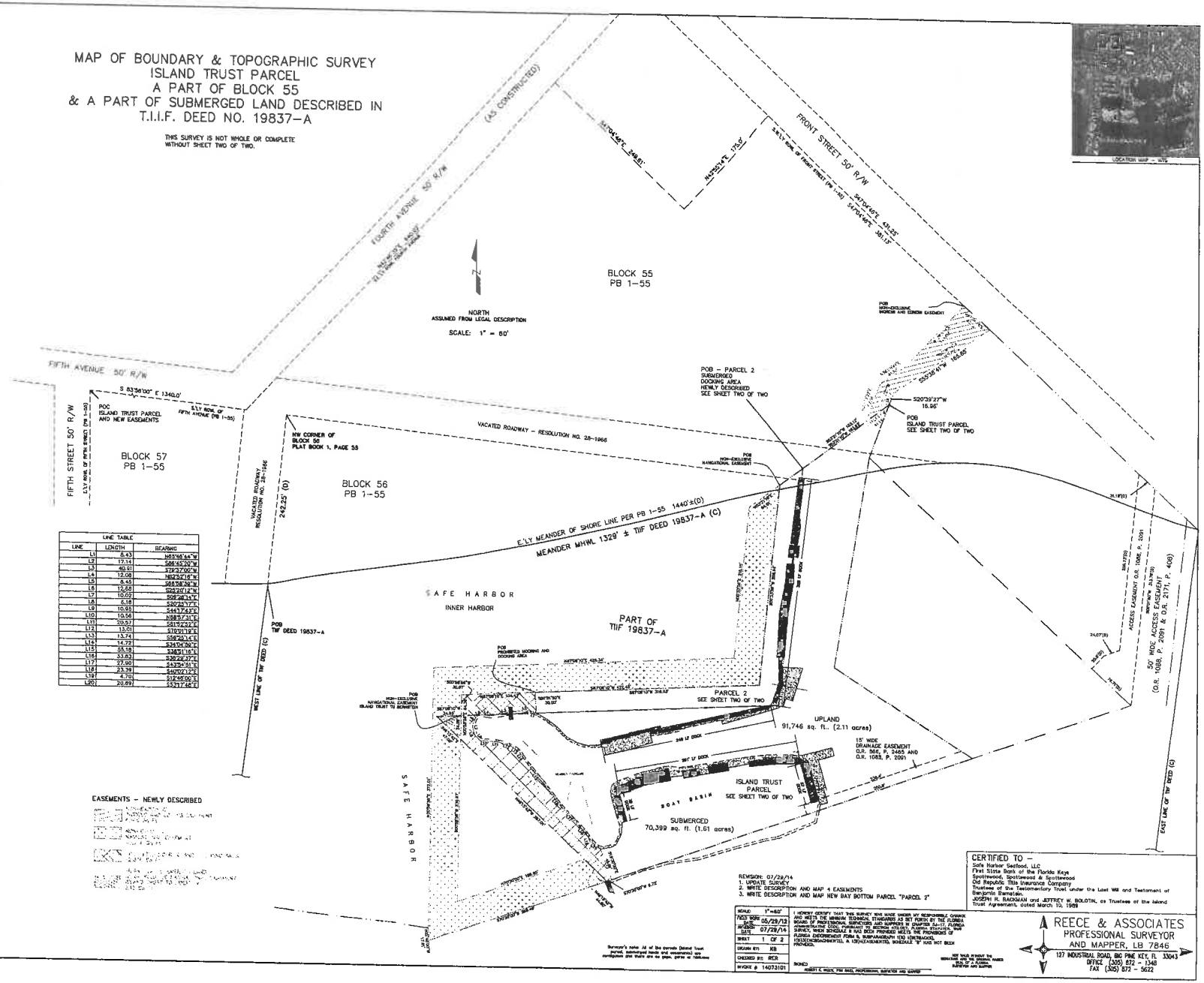
Exhibit "B"

EASEMENTS – NEWLY DESCRIBED

MAP OF BOUNDARY & TOPOGRAPHIC SURVEY
ISLAND TRUST PARCEL
A PART OF BLOCK 55
& A PART OF SUBMERGED LAND DESCRIBED IN T.I.I.F. DEED NO. 19837–A

THIS SURVEY IS NOT WHOLE OR COMPLETE WITHOUT SHEET TWO OF TWO.

LOCATION MAP – NTS



LINE TABLE

LINE	LENGTH	BEARING
L1	8.43	N53°46'44"W
L2	17.14	S86°45'20"W
L3	40.91	S73°37'00"W
L4	12.08	N82°52'16"W
L5	8.45	S85°58'36"W
L6	12.68	S52°20'12"W
L7	10.02	S06°28'14"E
L8	6.16	S20°25'17"E
L9	10.93	S44°24'43"E
L10	10.56	N58°57'31"E
L11	20.57	S81°52'52"E
L12	13.01	S70°01'19"E
L13	13.74	S58°24'14"E
L14	14.72	S34°06'36"E
L15	33.18	S38°51'16"E
L16	33.83	S30°24'27"E
L17	27.90	S43°54'51"E
L18	23.39	S40°07'12"E
L19	4.70	S12°48'00"E
L20	20.69	S53°17'46"E

EASEMENTS – NEWLY DESCRIBED

REVISION: 07/29/14
1. UPDATE SURVEY
2. WRITE DESCRIPTION AND MAP 4 EASEMENTS
3. WRITE DESCRIPTION AND MAP NEW BAY BOTTOM PARCEL "PARCEL 2"

Surveyor's note: All of the parcels (island trust parcel, submerged lands and easements) are contiguous and there are no gaps, gores or hiatuses

SCALE:	1"=60'
FIELD WORK DATE:	05/23/12
REVISED DATE:	07/29/14
SHEET	1 OF 2
DRAWN BY:	KB
CHECKED BY:	RER
INVOICE #	14073101

I HEREBY CERTIFY THAT THIS SURVEY WAS MADE UNDER MY RESPONSIBLE CHARGE AND MEETS THE MINIMUM TECHNICAL STANDARDS AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES. THIS SURVEY, WHICH SCHEDULE B WAS NOT SHOWN PRIVIDED, IS THE PROVISIONS OF FLORIDA ENDORSEMENT FORM 9, SUBPARAGRAPH 10(b) (ENCROACHMENTS), 11 (b)(EASEMENTS), SCHEDULE "B" HAS NOT BEEN PROVIDED.

SIGNED

ROBERT E. REECE, PM 5460, PROFESSIONAL SURVEYOR AND MAPPER

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER

CERTIFIED TO –
Safe Harbor Seafood, LLC
First State Bank of the Florida Keys
Spottswood, Spottswood & Spottswood
Old Republic Title Insurance Company
Trustees of the Testamentary Trust under the Last Will and Testament of Benjamin Bernstein.
JOSEPH R. BACKMAN and JEFFREY M. BOLOTIN, as Trustees of the Island Trust Agreement, dated March 10, 1989

REECE & ASSOCIATES
PROFESSIONAL SURVEYOR
AND MAPPER, LB 7846
127 INDUSTRIAL ROAD, BIG PINE KEY, FL 33043
OFFICE (305) 872 – 1348
FAX (305) 872 – 5622

Prepared by and return to:
Chelsea C. Vanadia
Attorney at Law
Smith Hawks, PL
138 Simonton Street
Key West, FL 33040
305-296-7227

Survey Affidavit

No Boundary Changes

BEFORE ME, the undersigned authority, duly authorized to take acknowledgments and administer oaths, personally appeared Roger M. Bernstein, as Co-Trustee of the Benjamin Bernstein Trust B ("Affiant"), who deposes and says under penalties of perjury that:

1. This affidavit is made with regard to the following described property:

   See attached Exhibit "A"

2. Affiant is the Co-Trustee of the Benjamin Bernstein Trust B, the owner of the real property described under item 1 above ("Property").

3. Affiant is familiar with the Property.

4. Affiant has reviewed the survey and legal description of the Property prepared by Reece & White Land Surveying, Inc., dated July 29, 2014 ("Survey") attached as Exhibit "B". Such survey was previously submitted and approved with that Development Agreement approved by Monroe County Board of County Commissions Resolution No. 155-2015, recorded in Monroe County Official Records Book 2756, Page 1023.

5. There has been no change in the location of the boundary lines of the Property since the Survey.

6. This affidavit is made to connection with that certain LUD Map Amendment Application filed with Monroe County Florida, bearing the File #2019-062 commonly known as the Safe Harbor Overlay District.

Benjamin Bernstein Trust B

By: _____
Roger M. Bernstein, Co-Trustee

State of Florida
County of Miami-Dade

The foregoing instrument was sworn to and subscribed before me this 11th day of July, 2019 by Roger M. Bernstein, Co-Trustee of the Benjamin Bernstein Trust B . He [ ] is personally known to me or [✓] has produced a driver's license as identification.

[Notary Seal]

Jeannine N. Rodriguez
COMMISSION # GG037756
EXPIRES: Oct. 22, 2020
Bonded Thru Aaron Notary

_____
Notary Public

Printed Name: Jeannine Rodriguez

My Commission Expires: 10/22/2020

Exhibit "A"

Parcel ID: 00127280-000000
Physical Address: 6460 Front Street, Stock Island
Alternate Key: 1161497

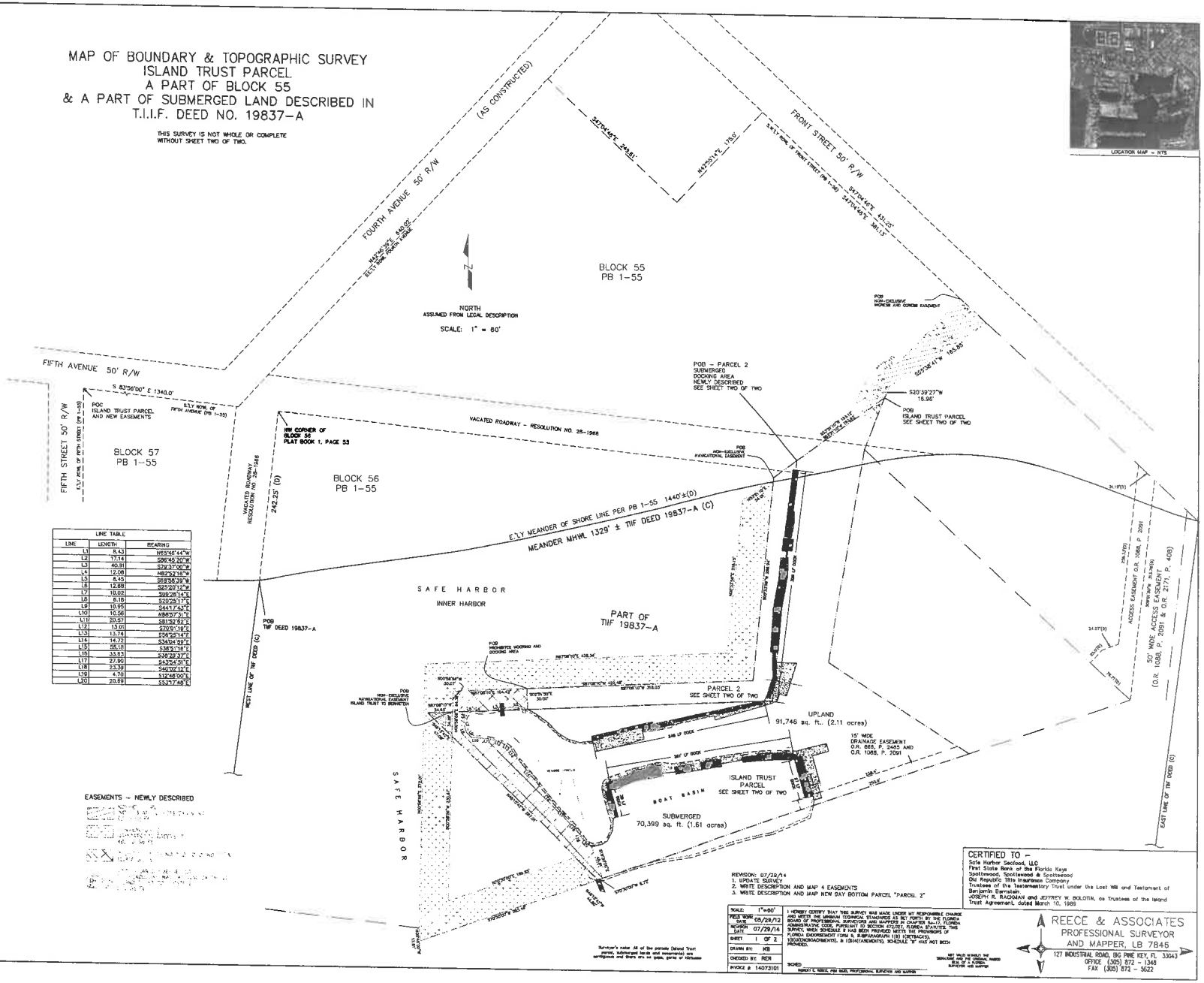
Parcel ID: 00127290-000000
Physical Address: Vacant Land, Stock Island
Alternate Key: 1161501

EASEMENTS - NEWLY DESCRIBED

MAP OF BOUNDARY & TOPOGRAPHIC SURVEY
ISLAND TRUST PARCEL
A PART OF BLOCK 55
& A PART OF SUBMERGED LAND DESCRIBED IN T.I.I.F. DEED NO. 19837-A

THIS SURVEY IS NOT WHOLE OR COMPLETE WITHOUT SHEET TWO OF TWO.

LOCATION MAP - NTS



LINE TABLE		
LINE	LENGTH	BEARING
L1	8.43	N53°46'44"W
L2	17.14	S86°45'30"W
L3	40.91	S79°37'00"W
L4	12.08	N82°52'18"W
L5	8.45	S89°56'39"W
L6	12.89	S25°20'12"W
L7	10.02	S26°28'14"E
L8	8.18	S20°25'17"E
L9	10.95	S44°17'43"E
L10	10.56	N88°37'31"E
L11	20.57	S81°32'32"E
L12	13.01	S70°01'19"E
L13	13.74	S54°25'14"E
L14	14.72	S34°04'89"E
L15	55.18	S38°51'18"E
L16	33.83	S38°22'37"E
L17	27.90	S43°54'01"E
L18	23.39	S40°02'12"E
L19	4.70	S12°46'00"E
L20	20.89	S53°17'48"E

EASEMENTS - NEWLY DESCRIBED

Surveyor's notes: All of the parcels (Island Trust parcel, submerged lands and easements) are contiguous and there are no gaps, gores or hiatuses

REVISION: 07/29/14
1. UPDATE SURVEY
2. WRITE DESCRIPTION AND MAP 4 EASEMENTS
3. WRITE DESCRIPTION AND MAP NEW BAY BOTTOM PARCEL "PARCEL 2"

SCALE:	1"=60'
FIELD WORK DATE:	05/29/12
RECORDED DATE:	07/29/14
SHEET	1 OF 2
DRAWN BY:	KGB
CHECKED BY:	RCR
INVOICE #	14073101

I HEREBY CERTIFY THAT THIS SURVEY WAS MADE UNDER MY RESPONSIBLE CHARGE AND MEETS THE MINIMUM TECHNICAL STANDARDS AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES. THIS SURVEY, WHEN SCHEDULE B HAS BEEN PROVIDED MEETS THE PROVISIONS OF FLORIDA ENDORSEMENT FORM 9, SUBPARAGRAPH (1)(B) (DETACHED, 100(ENCROACHMENTS), & (3)(a)(EASEMENTS). SCHEDULE "B" HAS NOT BEEN PROVIDED.

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA SURVEYOR AND MAPPER

SIGNED
ROBERT C. REECE, PSM 5635, PROFESSIONAL SURVEYOR AND MAPPER

CERTIFIED TO -
Safe Harbor Seafood, LLC
First State Bank of the Florida Keys
Spottswood, Spottswood & Spottswood
Old Republic Title Insurance Company
Trustees of the Testamentary Trust under the Last Will and Testament of Benjamin Bernstein
JOSEPH R. RAGONAN and JEFFREY M. BOLOTIN, as Trustees of the Island Trust Agreement, dated March 10, 1988

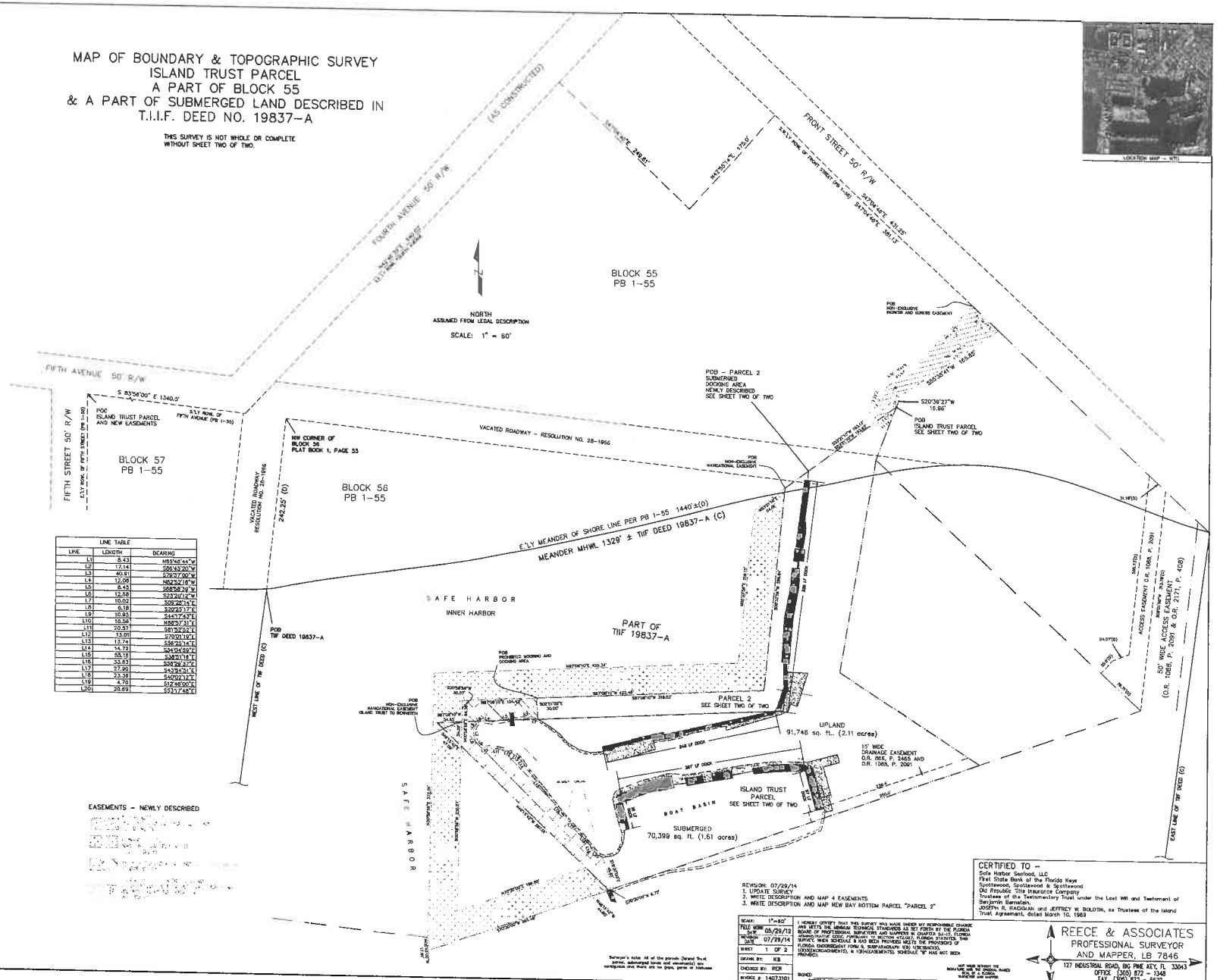
REECE & ASSOCIATES
PROFESSIONAL SURVEYOR
AND MAPPER, LB 7845
127 INDUSTRIAL ROAD, BIG PINE KEY, FL 33043
OFFICE (305) 872 - 1348
FAX (305) 872 - 3622

Exhibit "B"

EASEMENTS – NEWLY DESCRIBED

MAP OF BOUNDARY & TOPOGRAPHIC SURVEY
ISLAND TRUST PARCEL
A PART OF BLOCK 55
& A PART OF SUBMERGED LAND DESCRIBED IN T.I.I.F. DEED NO. 19837–A

THIS SURVEY IS NOT WHOLE OR COMPLETE WITHOUT SHEET TWO OF TWO.



LINE TABLE		
LINE	LENGTH	BEARING
L1	8.43	N85°46'44"W
L2	17.14	S86°43'20"W
L3	40.81	S79°37'00"W
L4	12.06	N82°52'16"W
L5	8.45	S66°34'29"W
L6	12.58	S23°20'12"W
L7	10.02	S09°26'14"E
L8	6.18	S20°25'17"E
L9	10.85	S44°17'43"E
L10	10.56	N86°57'31"E
L11	70.57	S81°52'22"E
L12	13.01	S70°01'19"E
L13	13.74	S56°25'14"E
L14	14.73	S34°19'59"E
L15	65.19	S38°01'18"E
L16	33.83	S30°29'37"E
L17	27.90	S43°54'51"E
L18	23.39	S40°02'15"E
L19	4.70	S12°46'00"E
L20	30.69	S53°17'42"E

EASEMENTS – NEWLY DESCRIBED

REVISION: 07/29/14
1. UPDATE SURVEY
2. WRITE DESCRIPTION AND MAP 4 EASEMENTS
3. WRITE DESCRIPTION AND MAP NEW BAY BOTTOM PARCEL "PARCEL 2"

SCALE:	1"=60'
FIELD WORK DATE	05/29/12
REVISION DATE	07/29/14
SHEET	1 OF 2
DRAWN BY:	KB
CHECKED BY:	RER
INVOICE #	14073301

I HEREBY CERTIFY THAT THIS SURVEY WAS MADE UNDER MY RESPONSIBLE CHARGE AND MEETS THE MINIMUM TECHNICAL STANDARDS AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES. THIS SURVEY MEETS SCHEDULE B AND WAS NOT PROVIDED MEETS THE PROVISIONS OF FLORIDA ENDORSEMENT FORM 9, SUBPARAGRAPH 9(B) (SETBACKS), 10(B)(ENCROACHMENTS), & 13(INGRESS/EGRESS). SCHEDULE "B" WAS NOT SEEN PROVIDED.

SIGNED
ROBERT E. REECE, PSM 5633, PROFESSIONAL SURVEYOR AND MAPPER

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

Surveyor's note: All of the parcels (Island Trust parcel, submerged lands and easements) are contiguous and there are no gaps, gores or hiatuses

CERTIFIED TO –
Safe Harbor Seafood, LLC
First State Bank of the Florida Keys
Spottswood, Spottswood & Spottswood
Old Republic Title Insurance Company
Trustees of the Testamentary Trust under the Last Will and Testament of Benjamin Samalian,
JOSEPH R. RACKLIAN and JEFFREY W. BOLOTIN, as Trustees of the Island Trust Agreement, dated March 10, 1989

REECE & ASSOCIATES
PROFESSIONAL SURVEYOR
AND MAPPER, LB 7846
127 INDUSTRIAL ROAD, BIG PINE KEY, FL 33043
OFFICE (305) 872 – 1348
FAX (305) 872 – 5622

Prepared by and return to:
Chelsea C. Vanadia
Attorney at Law
Smith Hawks, PL
138 Simonton Street
Key West, FL 33040
305-296-7227

Survey Affidavit

No Boundary Changes

BEFORE ME, the undersigned authority, duly authorized to take acknowledgments and administer oaths, personally appeared Roger M. Bernstein, as Co-Trustee of the Benjamin Bernstein Trust B ("Affiant"), who deposes and says under penalties of perjury that:

1. This affidavit is made with regard to the property located at 5550 5th Avenue, Stock Island; Parcel ID: 00127380-000000; Alternate Key: 1161594

2. Affiant is the Co-Trustee of the Benjamin Bernstein Trust B, the owner of the real property described under item 1 above ("Property").

3. Affiant is familiar with the Property.

4. Affiant has reviewed the survey and legal description of the Property prepared by Reece & White Land Surveying, Inc., dated July 29, 2014 ("Survey") attached as Exhibit "A". Such survey was previously submitted and approved with that Development Agreement approved by Monroe County Board of County Commissions Resolution No. 155-2015, recorded in Monroe County Official Records Book 2756, Page 1023.

5. There has been no change in the location of the boundary lines of the Property since the Survey.

6. This affidavit is made to connection with that certain LUD Map Amendment Application filed with Monroe County Florida, bearing the File #2019-062 commonly known as the Safe Harbor Overlay District.

Benjamin Bernstein Trust B

By: _____
Roger M. Bernstein, Co-Trustee

State of Florida
County of Miami-Dade

The foregoing instrument was sworn to and subscribed before me this 11th day of July, 2019 by Roger M. Bernstein, Co-Trustee of the Benjamin Bernstein Trust B . He [_] is personally known to me or [✓] has produced a driver's license as identification.

[Notary Seal]

Jeannine N. Rodriguez
COMMISSION # GG037758
EXPIRES: Oct. 22, 2020
Bonded Thru Aaron Notary

_____
Notary Public

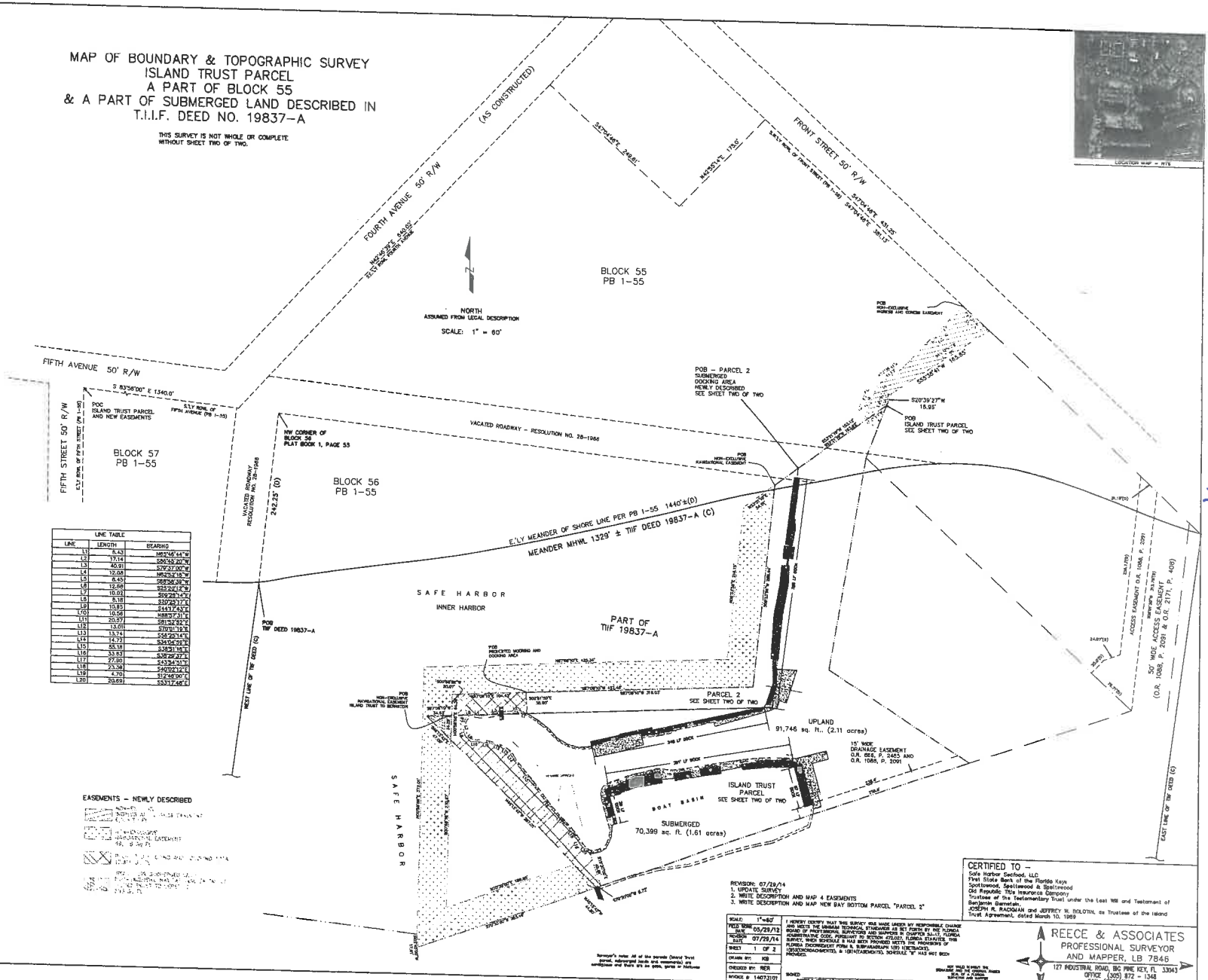
Printed Name: Jeannine Rodriguez

My Commission Expires: 10/22/2020

EASEMENTS – NEWLY DESCRIBED

MAP OF BOUNDARY & TOPOGRAPHIC SURVEY
ISLAND TRUST PARCEL
A PART OF BLOCK 55
& A PART OF SUBMERGED LAND DESCRIBED IN T.I.I.F. DEED NO. 19837–A

THIS SURVEY IS NOT WHOLE OR COMPLETE WITHOUT SHEET TWO OF TWO.



LINE TABLE		
LINE	LENGTH	BEARING
L1	6.43	N85°46'44"W
L2	17.14	S86°45'20"W
L3	40.91	S79°37'00"W
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L5	6.45	S88°36'39"W
L6	12.68	S85°20'12"W
L7	10.02	S09°28'47"E
L8	8.18	S20°28'17"E
L9	10.93	S44°17'43"E
L10	10.58	N88°57'31"E
L11	20.07	S81°32'52"E
L12	13.01	S70°01'19"E
L13	13.74	S58°23'4"E
L14	14.72	S34°04'19"E
L15	55.18	S38°31'16"E
L16	33.83	S38°29'27"E
L17	27.80	S43°34'51"E
L18	23.38	S40°02'12"E
L19	4.70	S12°46'06"E
L20	20.69	S33°17'46"E

EASEMENTS – NEWLY DESCRIBED

REVISION: 07/29/14
1. UPDATE SURVEY
2. WRITE DESCRIPTION AND MAP 4 EASEMENTS
3. WRITE DESCRIPTION AND MAP NEW BAY BOTTOM PARCEL "PARCEL 2"

SCALE:	1"=60'
FIELD WORK DATE:	05/29/12
REVISION DATE:	07/29/14
SHEET	1 OF 2
DRAWN BY:	KB
CHECKED BY:	RER
INVOICE #:	1407.3101

I HEREBY CERTIFY THAT THIS SURVEY WAS MADE UNDER MY RESPONSIBLE CHARGE AND MEETS THE PROFESSIONAL TECHNICAL STANDARDS AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES. THIS SURVEY, WHICH SCHEDULE 'B' HAS BEEN PREPARED, MEETS THE PROVISIONS OF 1992(ACCREDITATION FORM 5, SUBPARAGRAPH 1(B) VERTICALLY) (ENCROACHMENTS), & 1(B)(EASEMENTS), SCHEDULE 'B' HAS NOT BEEN PROVIDED.

SIGNED:
ROBERT E. REECE, PSM 5030, PROFESSIONAL SURVEYOR AND MAPPER

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA SURVEYOR AND MAPPER

Surveyor's notes: All of the parcels (Island Trust parcel, submerged lands and easements) are contiguous and there are no gaps, gores or hiatuses

CERTIFIED TO –
Safe Harbor Seafood, LLC
First State Bank of the Florida Keys
Spottswood, Spottswood & Spottswood
Old Republic Title Insurance Company
Trustees of the Testamentary Trust under the Last Will and Testament of Benjamin Bernstein,
JOSEPH R. RADIGAN and JEFFREY W. BOLOTIN, as Trustees of the Island Trust Agreement, dated March 10, 1989

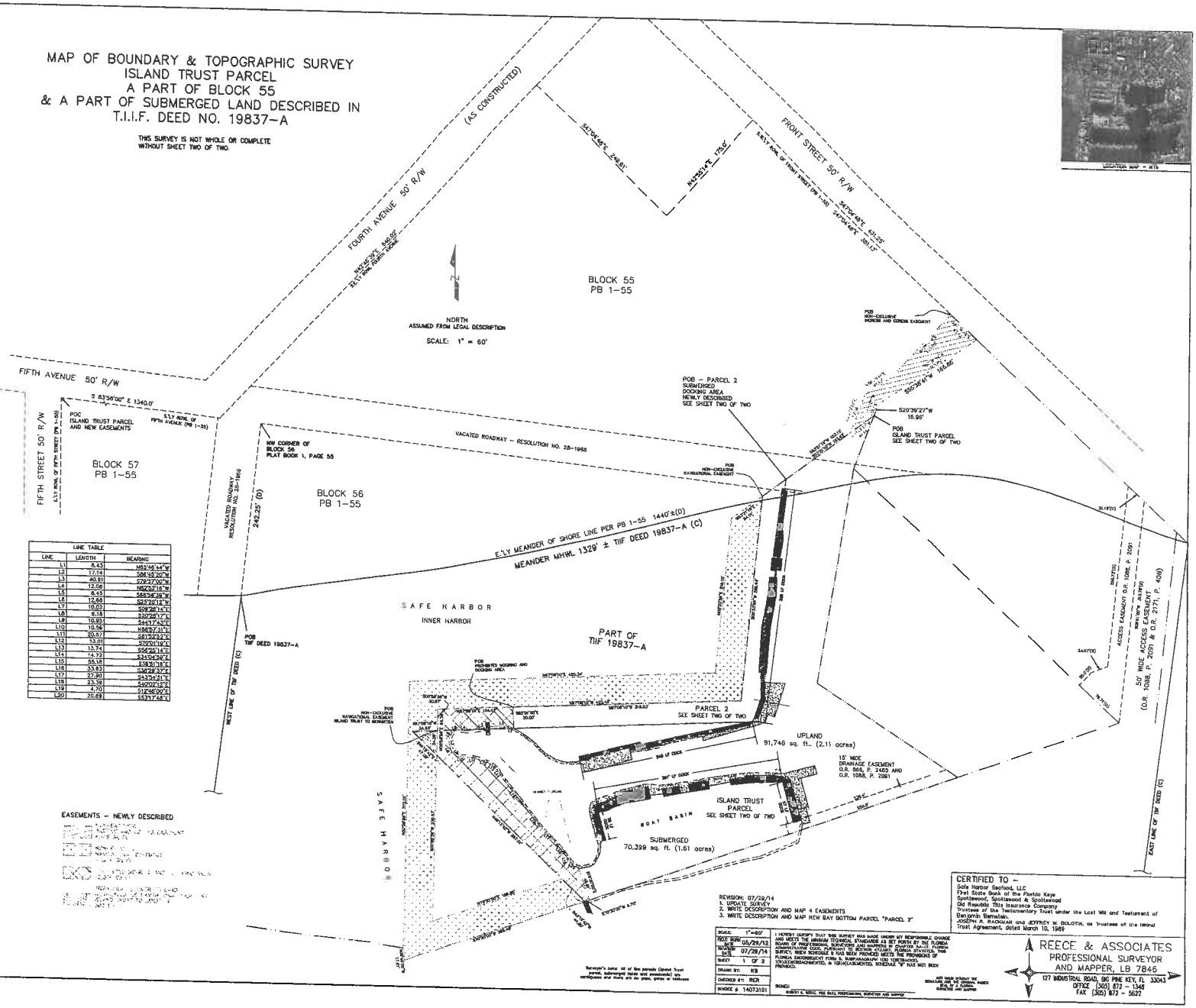
REECE & ASSOCIATES
PROFESSIONAL SURVEYOR
AND MAPPER, LB 7846
127 INDUSTRIAL ROAD, BIG PINE KEY, FL 33043
OFFICE (305) 872 – 1348
FAX (305) 872 – 3622

Exhibit "A"

MAP OF BOUNDARY & TOPOGRAPHIC SURVEY
ISLAND TRUST PARCEL
A PART OF BLOCK 55
& A PART OF SUBMERGED LAND DESCRIBED IN T.I.I.F. DEED NO. 19837-A

THIS SURVEY IS NOT WHOLE OR COMPLETE WITHOUT SHEET TWO OF TWO.

EASEMENTS – NEWLY DESCRIBED



LINE TABLE		
LINE	LENGTH	BEARING
L1	8.43	N83°46'44"W
L2	17.14	S84°45'20"W
L3	40.91	S79°37'00"W
L4	12.08	N82°52'16"W
L5	8.45	S83°36'38"W
L6	12.68	S82°20'12"W
L7	10.02	S79°28'14"E
L8	6.18	S80°58'17"E
L9	10.95	S44°17'43"E
L10	10.56	N88°37'31"E
L11	20.07	S81°52'22"E
L12	13.01	S70°01'19"E
L13	13.74	S54°25'14"E
L14	14.72	S34°04'36"E
L15	55.19	S38°31'18"E
L16	33.93	S36°24'37"E
L17	27.90	S43°54'21"E
L18	23.39	S42°07'12"E
L19	4.70	S12°40'09"E
L20	20.69	S53°17'48"E

EASEMENTS – NEWLY DESCRIBED

REVISION: 07/29/14
1. UPDATE SURVEY
2. WRITE DESCRIPTION AND MAP 4 EASEMENTS
3. WRITE DESCRIPTION AND MAP NEW BAY BOTTOM PARCEL "PARCEL 2"

SCALE	1"=60'
FIELD WORK DATE	05/29/12
REVISION DATE	07/29/14
SURVY	1 OF 2
DRAWN BY:	KB
CHECKED BY:	RCR
INVOICE #	14073101

I HEREBY CERTIFY THAT THIS SURVEY WAS MADE UNDER MY RESPONSIBLE CHARGE AND MEETS THE MINIMUM TECHNICAL STANDARDS AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES. THIS SURVEY, WHEN SCHEDULE B HAS BEEN PROVIDED MEETS THE PROVISIONS OF FLORIDA ENCOURAGEMENT FORM B. PARAGRAPHS 10(B) (TOPOGRAPHY), 10(D)(ENCROACHMENTS), & 10(H)(EASEMENTS), SCHEDULE "B" HAS NOT BEEN PROVIDED.

SIGNED:
ROBERT K. REECE, PSM #4172, PROFESSIONAL SURVEYOR AND MAPPER

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA SURVEYOR AND MAPPER

Surveyor's note: All of the parcels (Island Trust parcel, submerged lands and easements) are contiguous and there are no gaps, gores or hiatuses

CERTIFIED TO –
Safe Harbor Seafood, LLC
First State Bank of the Florida Keys
Spottswood, Spottswood & Spottswood
Old Republic Title Insurance Company
Trustees of the Testamentary Trust under the Last Will and Testament of Benjamin Bernstein,
JOSEPH R. RADMAN and JEFFREY W. BOLOTIN, as Trustees of the Island Trust Agreement, dated March 10, 1989

REECE & ASSOCIATES
PROFESSIONAL SURVEYOR
AND MAPPER, LB 7845
127 INDUSTRIAL ROAD, BIG PINE KEY, FL 33043
OFFICE (305) 872 – 1348
FAX (305) 872 – 5622

Prepared by and return to:
Chelsea C. Vanadia
Attorney at Law
Smith Hawks, PL
138 Simonton Street
Key West, FL 33040
305-296-7227

Survey Affidavit

No Boundary Changes

BEFORE ME, the undersigned authority, duly authorized to take acknowledgments and administer oaths, personally appeared Byron J. Colley, as Owner ("Affiant"), who deposes and says under penalties of perjury that:

1. This affidavit is made with regard to the property located at Vacant Lot, Stock Island, FL; Parcel ID: 00127280-000200; Alternate Key: 8592884.

2. Affiant is an Owner of the real property described under item 1 above along with his wife, Tonita A. Davis ("Property").

3. Affiant is familiar with the Property.

4. Affiant has reviewed the survey of the Property prepared by Norby & Associates, Inc., dated august 31, 2001 prepared for Tonita A. Davis ("Survey") attached as Exhibit "A".

5. There has been no change in the location of the boundary lines of the Property since the Survey.

6. This affidavit is made to connection with that certain LUD Map Amendment Application filed with Monroe County Florida, bearing the File #2019-062 commonly known as the Safe Harbor Overlay District.

By: _____
Byron J. Colley, Owner

State of Florida
County of Monroe

The foregoing instrument was sworn to and subscribed before me this 15th day of July, 2019 by Byron J. Colley, Owner. He [✓] is personally known to me or [ ] has produced a driver's license as identification.

[Notary Seal]

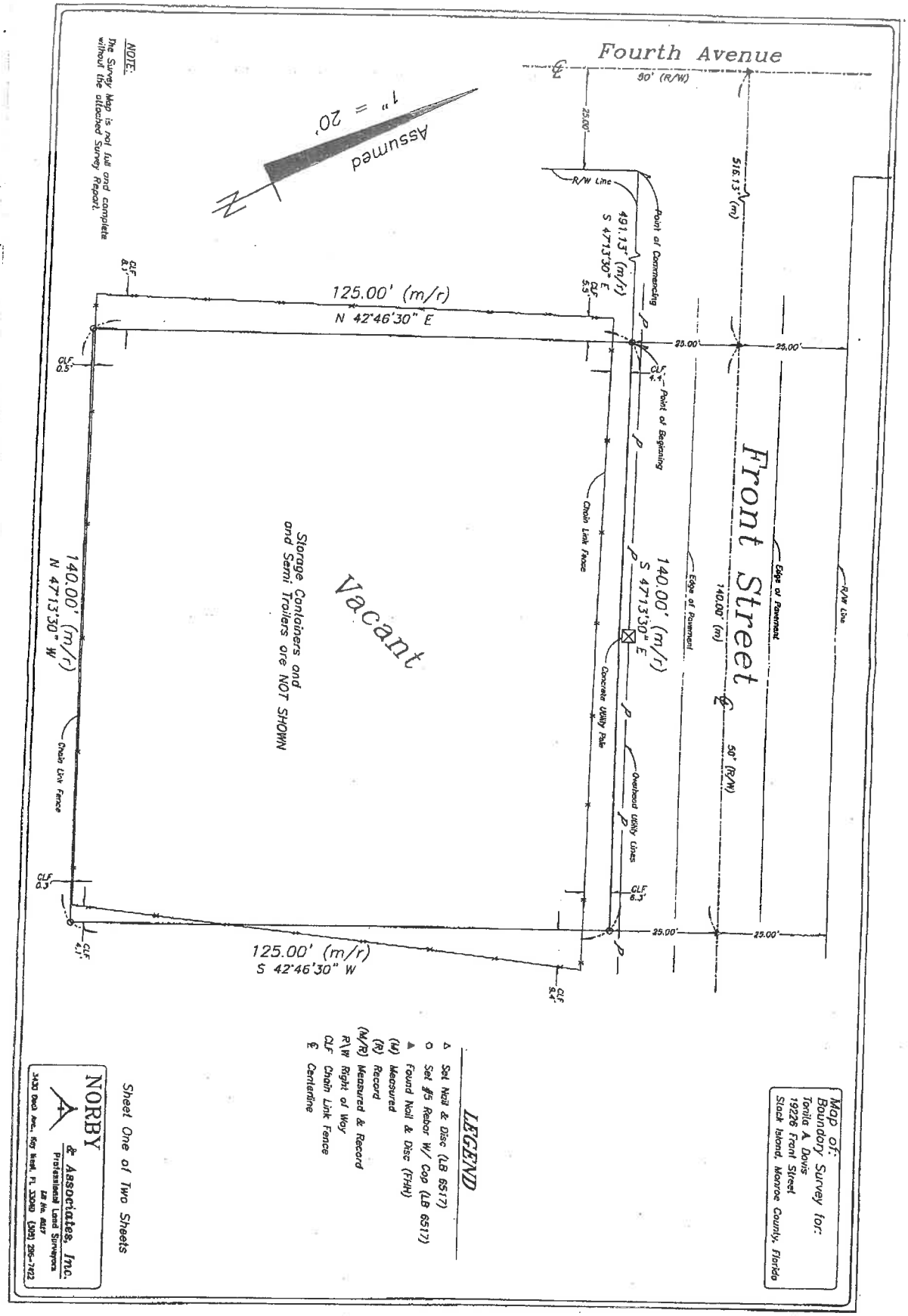
_____
Notary Public

Printed Name: Susan M. Cardenas

My Commission Expires: 10.23.2020

SUSAN M. CARDENAS
MY COMMISSION EXPIRES
OCTOBER 23, 2020
#GG 005449
Bonded thru
Notary Public Underwriters
NOTARY PUBLIC, STATE OF FLORIDA

Exhibit "A"


Map of: Boundary Survey for:
Tonita A. Davis
19226 Front Street
Stock Island, Monroe County, Florida
Fourth Avenue
90' (R/W)
25.00'
516.13' (m)
R/W Line
Point of Commencing
491.13' (m/r)
S 47°13'30" E
CLF 5.3'
125.00' (m/r)
N 42°46'30" E
25.00'
25.00'
CLF 0.5'
CLF 4.1'
Point of Beginning
Front Street
Edge of Pavement
140.00' (m)
50' (R/W)
R/W Line
Chain Link Fence
Vacant
Storage Containers and and Semi Trailers are NOT SHOWN
140.00' (m/r)
S 47°13'30" E
Concrete Utility Pole
Overhead Utility Lines
140.00' (m/r)
N 47°13'30" W
Chain Link Fence
CLF 0.3'
CLF 6.3'
CLF 4.1'
125.00' (m/r)
S 42°46'30" W
CLF 5.4'
LEGEND
Set Nail & Disc (LB 6517)
Set #5 Rebar W/ Cap (LB 6517)
Found Nail & Disc (FHH)
(M) Measured
(R) Record
(M/R) Measured & Record
R/W Right of Way
CLF Chain Link Fence
℄ Centerline
Sheet One of Two Sheets
NORBY & Associates, Inc.
Professional Land Surveyors
LB No. 6517
3430 Duck Ave., Key West, FL 33040 (305) 295-7422
NOTE:
The Survey Map is not full and complete without the attached Survey Report.
Assumed
1" = 20'

Report of:
Boundary Survey for:
Tonita A. Davis
19228 Front Street
Stock Island, Monroe County, Florida

NOTES:

1. The legal descriptions shown hereon was furnished by the client or their agent.
2. Underground foundations and utilities were not located.
3. All angles are 90° (Measured & Record) unless otherwise noted.
4. Street address: 19226 Front Street, Stock Island, FL.
5. This survey is not valid without the signature and the original raised seal of a Florida licensed surveyor and mapper.
6. Lands shown hereon were not abstracted for rights-of-way, easements, ownership, or other instruments of record.
7. Bearings are based on the centerline of Front Street, S 47°13'30"E.
8. Error of closure exceeds one part in 10,000.
9. Date of field work: August 29, 2001.
10. Adjoiners are not furnished.
11. This Survey Report is not full and complete without the attached Survey Map.

BOUNDARY SURVEY OF: A parcel of land located on Stock Island, Monroe County, Florida and known as part of Block 55, "MCDONALD'S PLAT OF STOCK ISLAND," according to the plat thereof, as recorded in Plat Book 1, Page 55 of the Public Records of Monroe County, Florida, and being more particularly described as follows:

COMMENCE at the intersection of the Southeasterly Right-of-Way line of Fourth Avenue and the Southwesterly Right-of-Way line of Front Street; thence S 47°13'30" E along the said Southwesterly Right-of-Way line of Front Street for 491.13 feet to the Point of Beginning; thence continue S 47°13'30" E for 140.00 feet; thence S 42° 46'30" W and leaving the said Southwesterly Right-of-Way line of Front Street for 125.00 feet; thence N 47°13'30" W for 140.00 feet; thence N 42°46'30" E for 125.00 feet to the said Southwesterly Right-of-Way line of Front Street and the Point of Beginning.

BOUNDARY SURVEY FOR: Tonita A. Davis;
First State Bank of the Florida Keys;
The Closing Department/David Paul Horan;
United General Title Insurance Company;

NORBY & ASSOCIATES, INC.

Lynn O'Flynn, PLS
Florida Reg. #6298

August 31, 2001

Sheet Two of Two Sheets

NORBY
& Associates, Inc.
Professional Land Surveyors
LB No. 6817
3430 Duck Ave., Key West, FL 33040 (305) 293-7422

Prepared by and return to:
Chelsea C. Vanadia
Attorney at Law
Smith Hawks, PL
138 Simonton Street
Key West, FL 33040
305-296-7227

Survey Affidavit

No Boundary Changes

BEFORE ME, the undersigned authority, duly authorized to take acknowledgments and administer oaths, personal appeared Walter Schurtenberger, as Director and President of Constellation Yachts, Inc., a Florida for profit corporation ("Affiant"), who deposes and says under penalties of perjury that:

1. This affidavit is made with regard to the property located at 6811 Shrimp Road, Stock Island, FL; Parcel ID: 00123730-000100; Alternate Key: 9089578 and Parcel ID: 00123730-000200; Alternative Key 9091548.

2. Affiant is the Director and President of Constellation Yachts, Inc., a Florida for profit corporation, the owner of the real property described under item 1 above ("Property").

3. Affiant is familiar with the Property.

4. Affiant has reviewed the survey of the Property prepared by King Engineering Associates, Inc. dated May 3, 2007 attached as Exhibit A and prepared by J. Lynn O'Flynn Inc. dated April 25, 2014 ~~attached as Exhibit B~~ which was previously filed as part of Monroe County application 2012-075.

5. There has been no change in the location of the boundary lines of the Property since the Surveys attached as Exhibit A and Exhibit B.

6. This affidavit is made to connection with that certain LUD Map Amendment Application filed with Monroe County Florida, bearing the File #2019-062 commonly known as the Safe Harbor Overlay District.

Constellation Yachts, Inc., a Florida for profit corporation

By: _____

Walter Schurtenberger, Director and President

State of Florida
County of Monroe

The foregoing instrument was sworn to and subscribed before me this 25 day of June, 2019 by Walter Schurtenberger, Director and President of Constellation Yachts, Inc., a Florida for profit corporation. He [_] is personally known to me or [_] has produced a driver's license as identification.

[Notary Seal]

_____
Notary Public

Printed Name: Chelsea Vanadia

My Commission Expires: 12/6/21

CHELSEA C. VANADIA
MY COMMISSION # GG 166241
EXPIRES: December 6, 2021
Bonded Thru Notary Public Underwriters

00158540 - v2

Exhibit A

Specific Purpose Survey Report to illustrate a legal description of a parcel of land lying Southerly of Block 57, MALONEY'S SUBDIVISION OF PART OF STOCK ISLAND prepared by the undersigned

NOTES:

1. *The legal description shown hereon was authored by the undersigned.*
2. *Underground foundations and utilities were not located.*
3. *All angles are 90° (Measured & Record) unless otherwise noted.*
4. *Street address: 6811 Shrimp Road, Stock Island, FL.*
5. *This survey is not valid without the signature and the original raised seal of a Florida licensed surveyor and mapper.*
6. *Lands shown hereon were not abstracted for rights-of-way, easements, ownership, or other instruments of record.*
7. *North Arrow is assumed and based on the legal description.*
8. *Adjoiners are not furnished.*
9. *This Sketch does not represent a field boundary survey.*
10. *This Survey Report is not full and complete without the attached Survey Map.*

SPECIFIC PURPOSE SKETCH TO ILLUSTRATE A LEGAL DESCRIPTION AUTHORED BY THE UNDERSIGNED:

A parcel of filled land lying Southerly of Block 57, Maloney's Subdivision of a part of Stock Island, Monroe County, Florida as recorded in Plat Book 1 at Page 55 of Monroe County Public Records and is more particularly described as follows:

COMMENCE at the intersection of the Easterly right of way line of 5th Street (as constructed) and the Southerly right of way line of 5th Avenue (as constructed) and run Easterly along the Southerly right of way line of the said 5th Avenue for a distance of 500.00 feet to a point on the Easterly right of way line of Shrimp Road; thence Southerly and at right angles along the Easterly right of way line of the said Shrimp Road for a distance of 730.00 feet to the Point of Beginning of the parcel being described herein; thence continue Southerly along the Easterly right of way line of the said Shrimp Road for a distance of 9.82 feet to the Northwesterly corner of the lands described in Official Records Book 2301 at page 2208 of the Public Records of Monroe County, Florida; thence Easterly and at right angles along the Northerly boundary line of the said lands for a distance of 191.50 feet to the Northeasterly corner of the said lands; thence Northerly and at right angles for a distance of 9.82 feet to the Southerly boundary line of a 30 foot Ingress and Egress Easement; thence Westerly and at right angles along the Southerly boundary line of said Ingress and Egress Easement for a distance 191.50 feet back to the Point of Beginning, containing 1881 square feet, more or less.

SPECIFIC PURPOSE SKETCH FOR: Constellation Yachts, Inc.;

J. LYNN O'FLYNN, INC.

J. Lynn O'Flynn, PSM
Florida Reg. #6298

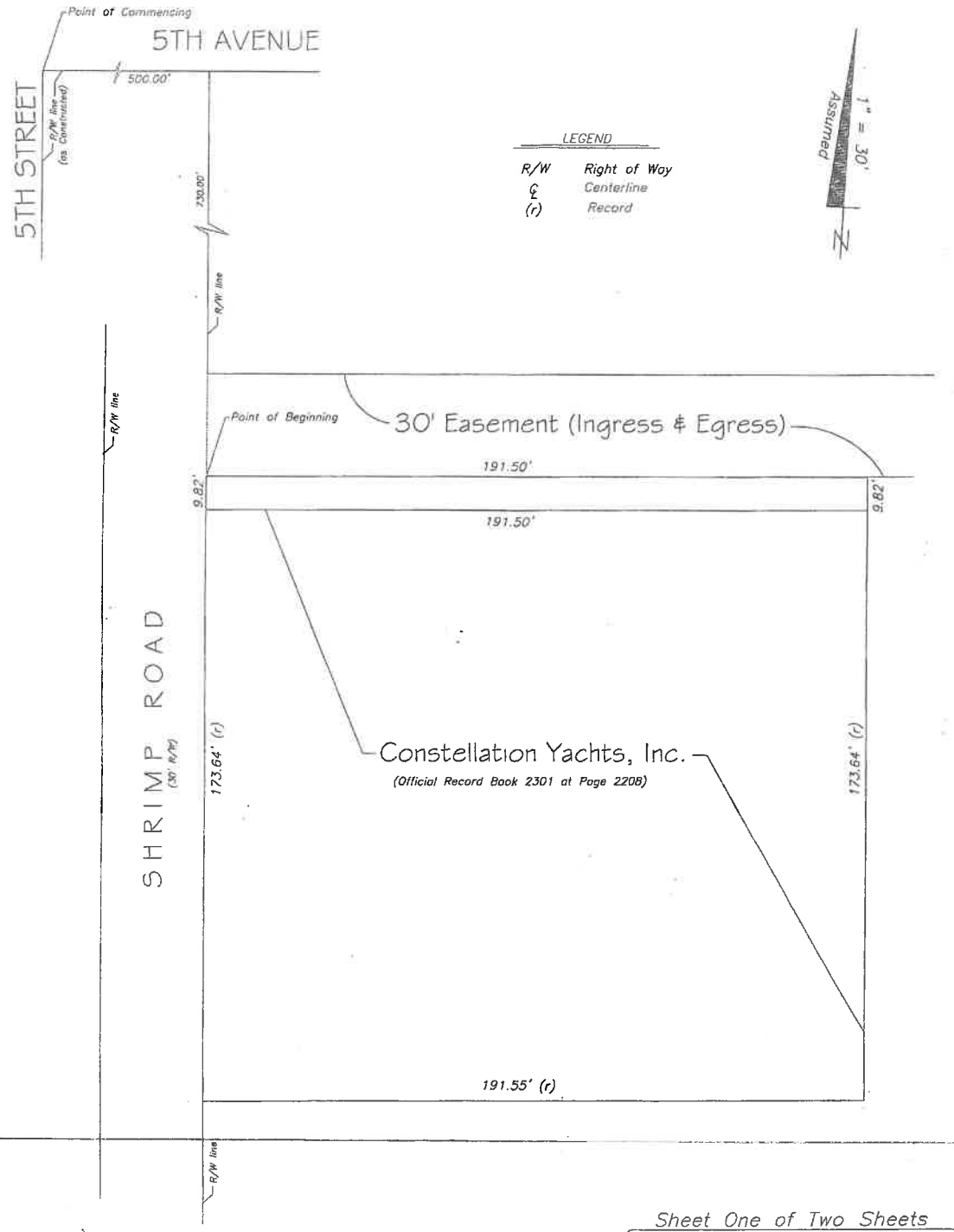
THIS SKETCH IS NOT ASSIGNABLE

April 25, 2014

Sheet One of Two Sheets

J. LYNN O'FLYNN, Inc.
Professional Surveyor & Mapper
PSM #6298
3430 Duck Ave., Key West, FL 33040
(305) 296-7422 FAX (305) 296-2244

Specific Purpose Survey Map to illustrate a legal description of a parcel of land lying Southerly of Block 57, MALONEY'S SUBDIVISION OF PART OF STOCK ISLAND prepared by the undersigned



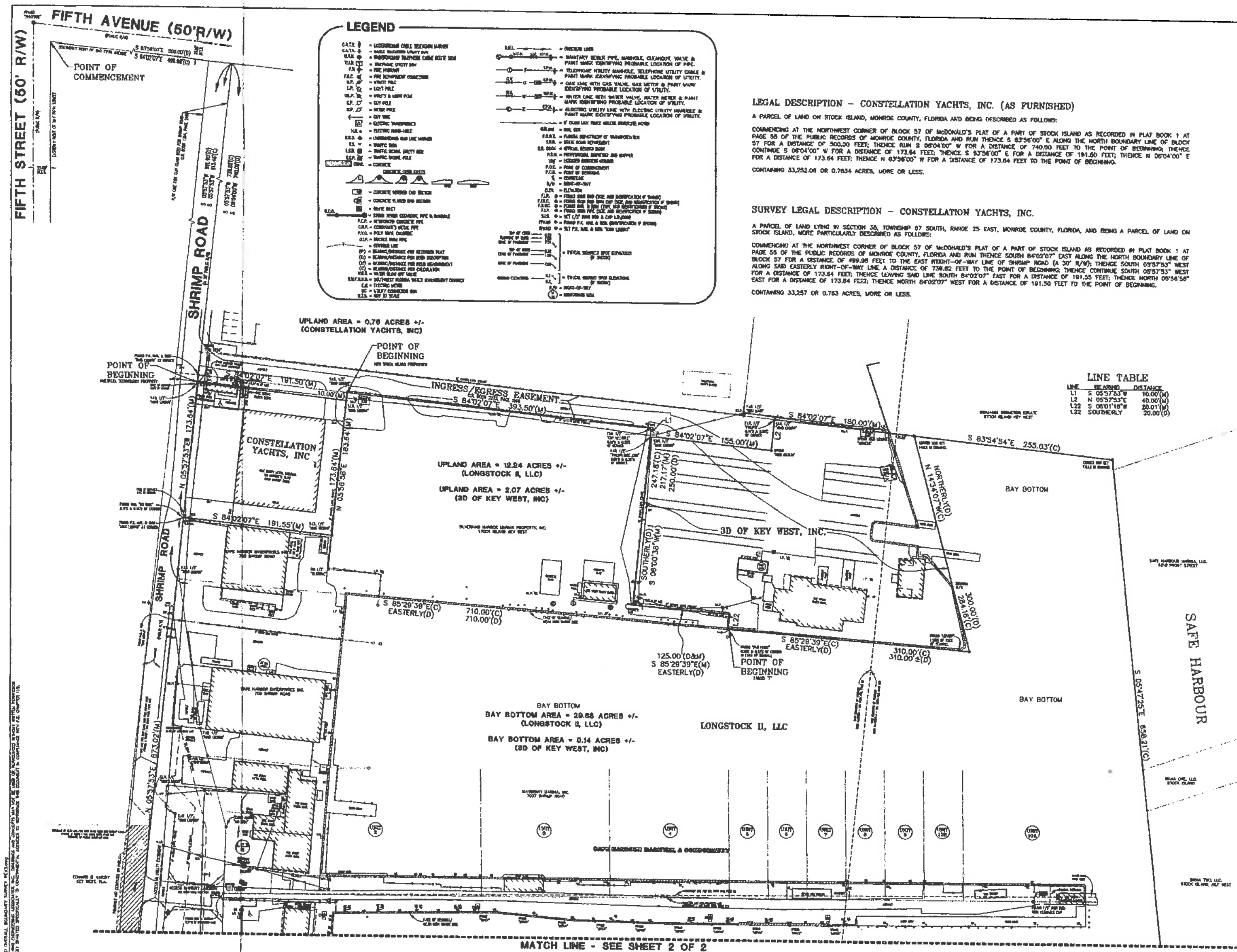
Sheet One of Two Sheets

J. LYNN O'FLYNN, Inc.
Professional Surveyor & Mapper
PSM #6298
3430 Duck Ave., Key West, FL 33040
(305) 296-7422 FAX (305) 296-2244

NOTE:
This Survey Map is not full and complete without the attached Survey Report.

SECTION 35, TOWNSHIP 67 SOUTH, RANGE 25 EAST
MONROE COUNTY, FLORIDA

RECEIVED MAY 21 2012 2012-075 MONROE CO. PLANNING DEPT.



LINE TABLE

LINE	BEARING	DISTANCE
L1	S 05°57'53"W	10.00'(M)
L2	N 05°57'53"E	40.00'(M)
L22	S 06°01'18"W	20.01'(M)
L22	SOUTHERLY	20.00'(D)

LEGAL DESCRIPTION – CONSTELLATION YACHTS, INC. (AS FURNISHED)

A PARCEL OF LAND ON STOCK ISLAND, MONROE COUNTY, FLORIDA AND BEING DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF BLOCK 57 OF McDONALD'S PLAT OF A PART OF STOCK ISLAND AS RECORDED IN PLAT BOOK 1 AT PAGE 55 OF THE PUBLIC RECORDS OF MONROE COUNTY, FLORIDA AND RUN THENCE S 83°56'00" E ALONG THE NORTH BOUNDARY LINE OF BLOCK 57 FOR A DISTANCE OF 500.00 FEET; THENCE RUN S 06°04'00" W FOR A DISTANCE OF 740.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE S 06°04'00" W FOR A DISTANCE OF 173.64 FEET; THENCE S 83°56'00" E FOR A DISTANCE OF 191.50 FEET; THENCE N 06°04'00" E FOR A DISTANCE OF 173.64 FEET; THENCE N 83°56'00" W FOR A DISTANCE OF 173.64 FEET TO THE POINT OF BEGINNING.

CONTAINING 33,252.06 OR 0.7634 ACRES, MORE OR LESS.

SURVEY LEGAL DESCRIPTION – CONSTELLATION YACHTS, INC.

A PARCEL OF LAND LYING IN SECTION 35, TOWNSHIP 67 SOUTH, RANGE 25 EAST, MONROE COUNTY, FLORIDA, AND BEING A PARCEL OF LAND ON STOCK ISLAND, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF BLOCK 57 OF McDONALD'S PLAT OF A PART OF STOCK ISLAND AS RECORDED IN PLAT BOOK 1 AT PAGE 55 OF THE PUBLIC RECORDS OF MONROE COUNTY, FLORIDA AND RUN THENCE SOUTH 84°02'07" EAST ALONG THE NORTH BOUNDARY LINE OF BLOCK 57 FOR A DISTANCE OF 499.98 FEET TO THE EAST RIGHT-OF-WAY LINE OF SHRIMP ROAD (A 30' R/W); THENCE SOUTH 05°57'53" WEST ALONG SAID EASTERLY RIGHT-OF-WAY LINE A DISTANCE OF 738.82 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 05°57'53" WEST FOR A DISTANCE OF 173.64 FEET; THENCE LEAVING SAID LINE SOUTH 84°02'07" EAST FOR A DISTANCE OF 191.55 FEET; THENCE NORTH 05°56'58" EAST FOR A DISTANCE OF 173.64 FEET; THENCE NORTH 84°02'07" WEST FOR A DISTANCE OF 191.50 FEET TO THE POINT OF BEGINNING.

CONTAINING 33,257 OR 0.763 ACRES, MORE OR LESS.

SURVEY LEGAL DESCRIPTION – LONGSTOCK II, LLC.

A PARCEL OF LAND LYING IN SECTION 35, TOWNSHIP 67 SOUTH, RANGE 25 EAST, MONROE COUNTY, FLORIDA, AND BEING A PARCEL OF LAND ON STOCK ISLAND, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF BLOCK 57 OF McDONALD'S PLAT OF A PART OF STOCK ISLAND AS RECORDED IN PLAT BOOK 1 AT PAGE 55 OF THE PUBLIC RECORDS OF MONROE COUNTY, FLORIDA AND RUN THENCE SOUTH 84°02'07" EAST ALONG THE NORTH BOUNDARY LINE OF BLOCK 57 FOR A DISTANCE OF 499.98 FEET TO THE EAST RIGHT-OF-WAY LINE OF SHRIMP ROAD (A 30' R/W); THENCE SOUTH 05°57'53" WEST ALONG SAID EASTERLY RIGHT-OF-WAY LINE A DISTANCE OF 738.82 FEET; THENCE LEAVING SAID LINE SOUTH 84°02'07" EAST, A DISTANCE OF 191.50 FEET; THENCE NORTH 05°56'58" EAST, A DISTANCE OF 10.00 FEET TO THE SOUTHERLY LINE OF A INGRESS/EGRESS EASEMENT RECORDED IN OFFICIAL RECORD BOOK 2273, PAGE 1160 OF THE PUBLIC RECORDS OF MONROE COUNTY, FLORIDA AND THE POINT OF BEGINNING; THENCE ALONG SAID EASEMENT LINE THE FOLLOWING FOUR (4) COURSES: 1. SOUTH 84°02'07" EAST, A DISTANCE OF 383.50 FEET; 2. SOUTH 05°57'53" WEST, A DISTANCE OF 10.00 FEET; 3. SOUTH 84°02'07" EAST, A DISTANCE OF 155.00 FEET; 4. NORTH 05°57'53" EAST, A DISTANCE OF 40.00 FEET; THENCE LEAVING SAID LINE SOUTH 84°02'07" EAST, A DISTANCE OF 180.00 FEET; THENCE SOUTH 83°54'54" EAST, A DISTANCE OF 255.03 FEET; THENCE SOUTH 05°47'25" EAST, A DISTANCE OF 658.21 FEET; THENCE NORTH 81°44'33" EAST, A DISTANCE OF 132.23 FEET; THENCE SOUTH 08°15'27" EAST, A DISTANCE OF 959.38 FEET; THENCE NORTH 84°02'07" WEST, A DISTANCE OF 393.85 FEET TO A MEAN HIGH WATER LINE; THENCE ALONG SAID MEAN HIGH WATER LINE THE FOLLOWING TWENTY SEVEN (27) COURSES: 1. NORTH 08°35'02" EAST, A DISTANCE OF 25.28 FEET; 2. NORTH 01°03'10" WEST, A DISTANCE OF 34.70 FEET; 3. NORTH 18°11'45" WEST, A DISTANCE OF 18.64 FEET; 4. NORTH 01°20'32" WEST, A DISTANCE OF 27.71 FEET; 5. NORTH 05°48'23" EAST, A DISTANCE OF 27.11 FEET; 6. NORTH 07°24'12" WEST, A DISTANCE OF 86.18 FEET; 7. NORTH 11°54'19" EAST, A DISTANCE OF 34.64 FEET; 8. NORTH 08°22'05" WEST, A DISTANCE OF 27.51 FEET; 9. NORTH 57°40'41" WEST, A DISTANCE OF 4.24 FEET; 10. NORTH 84°56'08" WEST, A DISTANCE OF 14.50 FEET; 11. NORTH 81°03'44" WEST, A DISTANCE OF 14.78 FEET; 12. SOUTH 85°47'17" WEST, A DISTANCE OF 117.82 FEET; 13. SOUTH 83°15'58" WEST, A DISTANCE OF 26.58 FEET; 14. NORTH 85°01'19" WEST, A DISTANCE OF 21.47 FEET; 15. SOUTH 80°37'17" WEST, A DISTANCE OF 8.08 FEET; 16. NORTH 75°44'52" WEST, A DISTANCE OF 11.67 FEET; 17. SOUTH 86°09'28" WEST, A DISTANCE OF 82.77 FEET; 18. SOUTH 89°59'29" WEST, A DISTANCE OF 40.54 FEET; 19. NORTH 64°28'30" WEST, A DISTANCE OF 8.16 FEET; 20. SOUTH 88°41'05" WEST, A DISTANCE OF 60.18 FEET; 21. SOUTH 79°29'50" WEST, A DISTANCE OF 36.47 FEET; 22. NORTH 86°07'58" WEST, A DISTANCE OF 57.82 FEET; 23. NORTH 88°26'25" WEST, A DISTANCE OF 91.35 FEET; 24. SOUTH 88°24'02" WEST, A DISTANCE OF 97.88 FEET; 25. SOUTH 61°39'19" WEST, A DISTANCE OF 78.27 FEET; 26. SOUTH 88°43'18" WEST, A DISTANCE OF 75.93 FEET; 27. SOUTH 81°33'15" WEST, A DISTANCE OF 23.73 FEET; THENCE LEAVING SAID LINE SOUTH 07°52'54" WEST, A DISTANCE OF 138.68 FEET TO THE NORTHERLY RIGHT-OF-WAY LINE OF SHRIMP ROAD PER QUIT CLAIM DEED RECORDED IN O.R. BOOK 2030, PAGE 940, OF THE PUBLIC RECORDS OF MONROE COUNTY, FLORIDA; THENCE ALONG THE NORTHERLY AND EASTERLY RIGHT-OF-WAY LINE OF SAID SHRIMP ROAD THE FOLLOWING THREE (3) COURSES AND DISTANCES: 1. NORTH 84°02'07" WEST, A DISTANCE OF 288.11 FEET TO A POINT OF CURVATURE; 2. NORTHWESTERLY ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 75.00 FEET, AN ARC LENGTH OF 115.28 FEET, A CENTRAL ANGLE OF 88°03'57", AND A CHORD BEARING AND DISTANCE OF NORTH 40°00'08" WEST, 104.28 FEET; 3. NORTH 04°01'50" EAST, A DISTANCE OF 535.62 FEET TO A POINT ON THE WEST LINE OF TRUSTEES DEED No.20083 AS RECORDED IN THE OFFICIAL RECORDS BOOK G-65, PAGE 82 OF THE PUBLIC RECORDS OF MONROE COUNTY, FLORIDA; THENCE ALONG SAID LINE NORTH 05°57'53" EAST, A DISTANCE OF 873.02 FEET; THENCE LEAVING SAID LINE SOUTH 84°02'07" EAST, A DISTANCE OF 191.55 FEET; THENCE NORTH 05°56'58" EAST, A DISTANCE OF 183.64 FEET TO THE SOUTHERLY LINE OF A INGRESS/EGRESS EASEMENT RECORDED IN OFFICIAL RECORD BOOK 2273, PAGE 1160 OF THE PUBLIC RECORDS OF MONROE COUNTY, FLORIDA AND THE POINT OF BEGINNING.

CONTAINING 44.124 ACRES, MORE OR LESS.

SURVEYOR'S NOTES

1. NO EXCAVATION WAS PERFORMED TO VERIFY THE LOCATION OR EXISTENCE OF ANY UNDERGROUND IMPROVEMENTS, STRUCTURES, OR FOUNDATIONS. UNDERGROUND UTILITIES SHOWN HEREON ARE SHOWN PER ABOVE GROUND EVIDENCE AND/OR RECORD DRAWINGS OR MUNICIPAL ATLAS INFORMATION AND THE LOCATION OF ALL UNDERGROUND UTILITY LINES ARE APPROXIMATE ONLY. THIS DOCUMENT SHOULD NOT BE RELIED UPON FOR EXCAVATION OR CRITICAL DESIGN FUNCTIONS WITHOUT FIELD VERIFICATION OF UNDERGROUND UTILITY LOCATIONS. UTILITIES OTHER THAN THOSE SHOWN HEREON MAY EXIST.

2. THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A TITLE INSURANCE COMMITMENT.

3. NO INSTRUMENTS OF RECORD REFLECTING EASEMENTS, RIGHTS-OF-WAY, AND/OR OWNERSHIP WERE FURNISHED TO OR PURSUED BY THE UNDERSIGNED OTHER THAN THOSE SHOWN HEREON. EASEMENTS OR RESTRICTIONS OF RECORD OTHER THAN THOSE SHOWN HEREON MAY EXIST.

4. KING ENGINEERING ASSOCIATES, INC. AND CERTIFYING LAND SURVEYOR ACCEPT NO RESPONSIBILITY FOR RIGHTS-OF-WAY, EASEMENTS, RESTRICTIONS OF RECORD OR OTHER MATTERS AFFECTING TITLE TO LANDS SURVEYED OTHER THAN THOSE RECITED IN CURRENT DEED AND/OR OTHER INSTRUMENTS OF RECORD FURNISHED BY CLIENT.

5. THE SURVEY DEPICTED HEREON IS NOT INTENDED TO SHOW THE LOCATION OR EXISTENCE OF ANY WETLAND OR JURISDICTIONAL AREAS, OR AREAS OF PROTECTED SPECIES OF VEGETATION EITHER NATURAL OR CULTIVATED.

6. ADDITIONAL PORTABLE STORAGE TRAILERS ARE ON AND AROUND THE SUBJECT PROPERTY AND HAVE NOT BEEN LOCATED OR SHOWN.

7. UNLESS IT BEARS THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER THIS DRAWING, SKETCH, PLAT OR MAP IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT VALID.

8. ANY USE OF THIS SURVEY FOR PURPOSES OTHER THAN WHICH IT WAS INTENDED, WITHOUT WRITTEN VERIFICATION, WILL BE AT THE USER'S SOLE RISK AND WITHOUT LIABILITY TO THE SURVEYOR. NOTHING HEREIN SHALL BE CONSTRUED TO GIVE ANY RIGHTS OR BENEFITS TO ANYONE OTHER THAN THOSE CERTIFIED TO.

9. BEARINGS SHOWN HEREON ARE GRID BEARINGS BASED UPON A NETWORK ADJUSTMENT OF G.P.S. OBSERVATIONS ORIGINATING FROM NATIONAL GEODETIC SURVEY CONTROL STATIONS "MON 3", "FLOPS MALLOY" "ROCK POINT 3" AND "WEST MARTELLO TOWER 2" UTILIZING THEIR POSITIONS AS PUBLISHED BY THE NATIONAL GEODETIC SURVEY. THE SOUTH RIGHT OF WAY LINE OF FIFTH AVENUE BEARS S 84°02'07" E AND HAS BEEN STATED HEREON FOR REFERENCE PURPOSES.

10. BY SCALED DETERMINATION THE SUBJECT PROPERTY APPEARS TO LIE IN FLOOD ZONE "AE", PER FLOOD INSURANCE RATE MAP, COMMUNITY PANEL NUMBER 12087 1528 K, MAP REVISED FEBRUARY 18, 2005. AN ACCURATE ZONE DETERMINATION SHOULD BE MADE BY THE PREPARER OF THE MAP, THE FEDERAL EMERGENCY MANAGEMENT AGENCY, OR THE LOCAL GOVERNMENT AGENCY HAVING JURISDICTION OVER SUCH MATTERS PRIOR TO ANY JUDGMENTS BEING MADE FROM THE ZONE AS NOTED. THE REFERENCED FEDERAL EMERGENCY MANAGEMENT AGENCY MAP STATES IN THE NOTES TO THE USER THAT "THIS MAP IS FOR INSURANCE PURPOSES ONLY".

11. THERE IS NO ABOVE GROUND OBSERVABLE EVIDENCE OF CEMETERIES ON THE PROPERTY AND THE SUBJECT PROPERTY IS NOT USED FOR DEFINED DRAINAGE WAYS.

12. LAST DATE OF FIELD SURVEY: MAY 3, 2007.

KING ENGINEERING ASSOCIATES, INC.
CERTIFICATE OF AUTHORIZATION NO. LB 2610

JAMES DAVID GREER, P.S.M.
FLORIDA LICENSE - LS #5189

King ENGINEERING ASSOCIATES, INC.
4921 MEMORIAL HIGHWAY
ONE MEMORIAL CENTER, SUITE 300
TAMPA, FLORIDA 33634
PHONE 813 880 8881
FAX 813 880 8882
E-MAIL king@kingengineering.com

BOUNDARY SURVEY
OF A PORTION OF THE
OVERALL STOCK ISLAND PROPERTY

PREPARED FOR
LONGSTOCK II, LLC

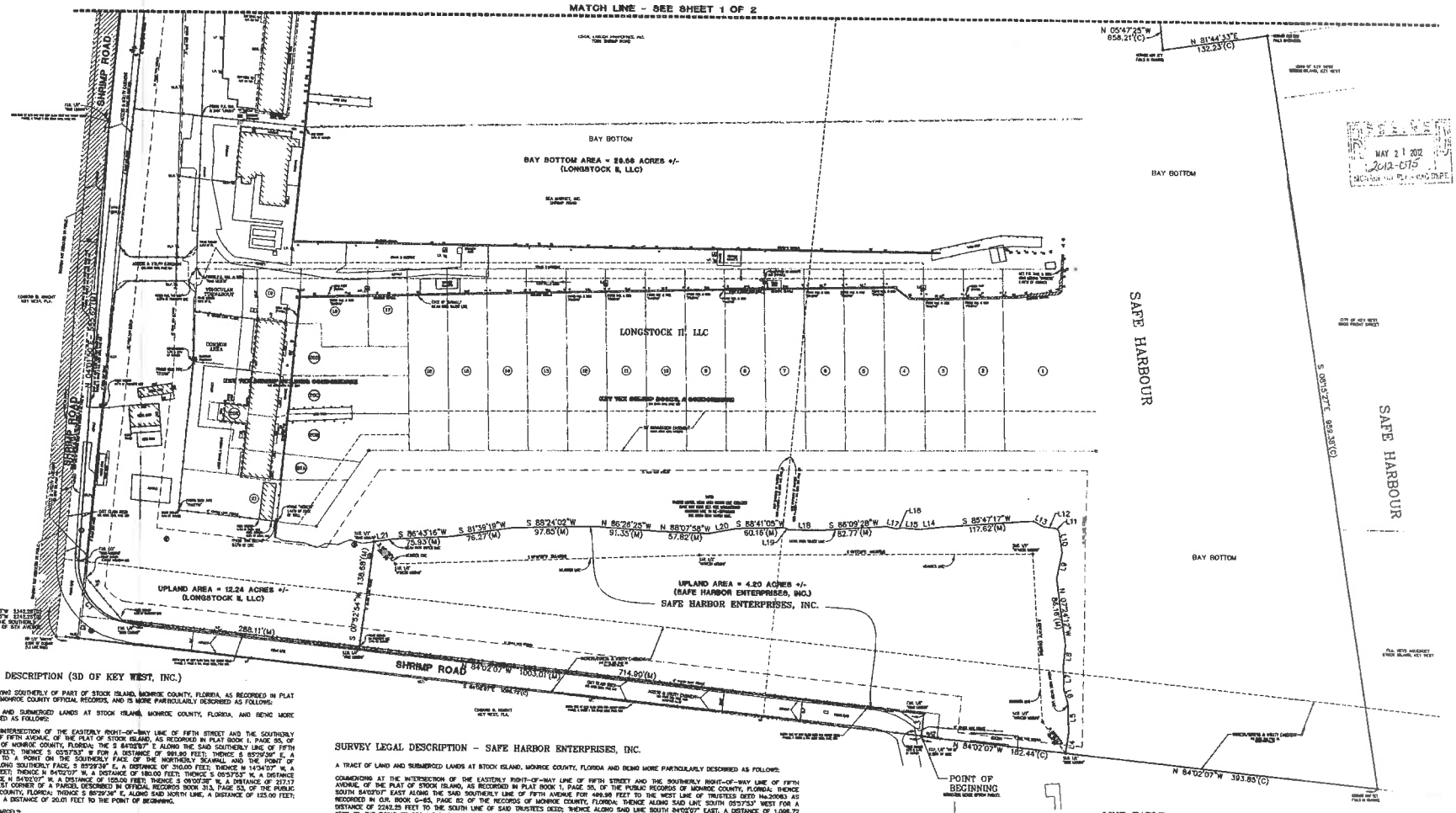
No.	DATE	REVISIONS	
3	3/1/12	REMOVE PARCEL F AND BERNSTEIN LEASE OPTION PARCEL, ADD AREAS	J.D.G.
2	7/12/11	REVISE CERTIFYING SURVEYOR & OWNERSHIP ENTITY	J.D.G.
1	6/13/07	ADD BERNSTEIN LEASE OPTION PARCEL & DESCRIPTION	M.B.S.

JOB NO. 4290-005-000
FIELD BOOK NO. K1289 & K1290
DATE: MAY 3, 2007
SCALE: 1" = 50'
SHEET 1 OF 2

DRAWN R.E.D.
CADD FILE KEY WEST

© COPYRIGHT 2008 KING ENGINEERING ASSOCIATES, INC. DRAWINGS AND CONCEPTS MAY NOT BE USED OR REPRODUCED WITHOUT WRITTEN PERMISSION. CONSENT IS HEREBY GRANTED SPECIFICALLY TO GOVERNMENTAL AGENCIES TO REPRODUCE THIS DOCUMENT IN COMPLIANCE WITH F.S. CHAPTER 119.

SECTION 35, TOWNSHIP 67 SOUTH, RANGE 25 EAST
MONROE COUNTY, FLORIDA



SURVEY LEGAL DESCRIPTION (3D OF KEY WEST, INC.)

A PARCEL OF LAND LYING SOUTHERLY OF PART OF STOCK ISLAND, MONROE COUNTY, FLORIDA, AS RECORDED IN PLAT BOOK 1, AT PAGE 55, MONROE COUNTY OFFICIAL RECORDS, AND IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A PARCEL OF LAND AND SUBMERGED LANDS AT STOCK ISLAND, MONROE COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE EASTERLY RIGHT-OF-WAY LINE OF FIFTH STREET AND THE SOUTHERLY RIGHT-OF-WAY LINE OF FIFTH AVENUE, OF THE PLAT OF STOCK ISLAND, AS RECORDED IN PLAT BOOK 1, PAGE 55, OF THE PUBLIC RECORDS OF MONROE COUNTY, FLORIDA; THE S 84°02'07" E ALONG THE SAID SOUTHERLY LINE OF FIFTH AVENUE FOR 499.98 FEET; THENCE S 05°57'53" W FOR A DISTANCE OF 991.90 FEET; THENCE S 85°29'38" E A DISTANCE OF 710.00 TO A POINT ON THE SOUTHERLY FACE OF THE NORTHERLY SEAWALL AND THE POINT OF BEGINNING; THENCE ALONG SOUTHERLY FACE, S 85°29'38" E, A DISTANCE OF 310.00 FEET; THENCE N 14°34'07" W, A DISTANCE OF 284.18 FEET; THENCE N 84°02'07" W, A DISTANCE OF 180.00 FEET; THENCE S 05°57'53" W, A DISTANCE OF 40.00 FEET; THENCE N 84°02'07" W, A DISTANCE OF 125.00 FEET; THENCE S 09°07'38" W, A DISTANCE OF 217.17 FEET TO THE NORTHWEST CORNER OF A PARCEL DESCRIBED IN OFFICIAL RECORDS BOOK 313, PAGE 53, OF THE PUBLIC RECORDS OF MONROE COUNTY, FLORIDA; THENCE S 85°29'38" E, ALONG SAID NORTH LINE, A DISTANCE OF 125.00 FEET; THENCE S 08°01'16" W, A DISTANCE OF 20.01 FEET TO THE POINT OF BEGINNING.

FURTHER AS TO ALL PARCELS:

TOGETHER WITH THOSE BENEFICIAL EASEMENTS AS DESCRIBED HEREIN AND BEING THE SAME PROPERTY AS THOSE RECORDED IN OFFICIAL RECORDS BOOK 780, PAGE 1169, PUBLIC RECORDS OF MONROE COUNTY, FLORIDA.

A PARCEL OF LAND LYING IN SECTION 35, TOWNSHIP 67 SOUTH, RANGE 25 EAST, MONROE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF BLOCK 57 OF MCDONALD'S PLAT OF A PART OF STOCK ISLAND AS RECORDED IN PLAT BOOK 1, PAGE 55 OF THE PUBLIC RECORDS OF MONROE COUNTY, FLORIDA; THENCE ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF FIFTH AVENUE; SOUTH 84°02'07" EAST, A DISTANCE OF 499.98 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 84°02'07" EAST, A DISTANCE OF 30.00 FEET TO THE WEST LINE OF TRUSTEE'S DEED NO. 20083 AS RECORDED IN O.R. BOOK G-65, PAGE 82; THENCE ALONG SAID LINE SOUTH 05°57'53" WEST, A DISTANCE OF 1,268.46 FEET; THENCE LEAVING SAID LINE SOUTH 85°04'07" EAST, A DISTANCE OF 40.35 FEET; THENCE SOUTH 05°57'53" WEST, A DISTANCE OF 916.82 FEET; THENCE SOUTH 84°02'07" EAST, A DISTANCE OF 1,268.72 FEET; THENCE SOUTH 05°57'53" WEST, A DISTANCE OF 30.00 FEET TO THE SOUTH LINE OF TRUSTEE'S DEED NO. 20083 AS RECORDED IN O.R. BOOK G-65, PAGE 82; THENCE ALONG SAID LINE NORTH 84°02'07" WEST, A DISTANCE OF 1,116.72 FEET TO THE WEST LINE OF TRUSTEE'S DEED NO. 20083 AS RECORDED IN O.R. BOOK G-65, PAGE 82; THENCE ALONG SAID LINE NORTH 05°57'53" EAST, A DISTANCE OF 533.45 FEET; THENCE LEAVING SAID LINE NORTH 42°04'07" WEST, A DISTANCE OF 40.35 FEET; THENCE NORTH 05°57'53" EAST, A DISTANCE OF 1,281.82 FEET TO THE POINT OF BEGINNING.

SURVEY LEGAL DESCRIPTION - SAFE HARBOR ENTERPRISES, INC.

A TRACT OF LAND AND SUBMERGED LANDS AT STOCK ISLAND, MONROE COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE EASTERLY RIGHT-OF-WAY LINE OF FIFTH STREET AND THE SOUTHERLY RIGHT-OF-WAY LINE OF FIFTH AVENUE, OF THE PLAT OF STOCK ISLAND, AS RECORDED IN PLAT BOOK 1, PAGE 55, OF THE PUBLIC RECORDS OF MONROE COUNTY, FLORIDA; THENCE SOUTH 84°02'07" EAST ALONG THE SAID SOUTHERLY LINE OF FIFTH AVENUE FOR 499.98 FEET TO THE WEST LINE OF TRUSTEES DEED No.20083 AS RECORDED IN O.R. BOOK G-65, PAGE 82 OF THE RECORDS OF MONROE COUNTY, FLORIDA; THENCE ALONG SAID LINE SOUTH 05°57'53" WEST FOR A DISTANCE OF 2242.25 FEET TO THE SOUTH LINE OF SAID TRUSTEES DEED; THENCE ALONG SAID LINE SOUTH 84°02'07" EAST, A DISTANCE OF 1,098.72 FEET TO THE POINT OF BEGINNING; THENCE ALONG THE EASTERLY AND NORTHERLY RIGHT-OF-WAY LINE OF SHRIMP ROAD NORTH 05°57'53" EAST, A DISTANCE OF 28.00 FEET; THENCE NORTH 84°02'07" WEST, A DISTANCE OF 714.90 FEET; THENCE LEAVING SAID LINE NORTH 07°52'54" EAST, A DISTANCE OF 138.68 FEET TO THE MEAN HIGH WATER LINE; THENCE ALONG SAID MEAN HIGH WATER THE FOLLOWING TWENTY SEVEN (27) COURSES AND DISTANCES: 1. THENCE NORTH 81°33'16" EAST, A DISTANCE OF 23.73 FEET; 2. THENCE NORTH 86°43'16" EAST, A DISTANCE OF 75.93 FEET; 3. THENCE NORTH 81°39'19" EAST, A DISTANCE OF 76.27 FEET; 4. THENCE NORTH 88°24'02" EAST, A DISTANCE OF 97.86 FEET; 5. THENCE SOUTH 86°26'25" EAST, A DISTANCE OF 91.35 FEET; 6. THENCE SOUTH 88°07'58" EAST, A DISTANCE OF 57.82 FEET; 7. THENCE NORTH 79°39'50" EAST, A DISTANCE OF 36.47 FEET; 8. THENCE NORTH 88°41'05" EAST, A DISTANCE OF 60.16 FEET; 9. THENCE SOUTH 64°28'30" EAST, A DISTANCE OF 6.15 FEET; 10. THENCE NORTH 88°09'28" EAST, A DISTANCE OF 40.54 FEET; 11. THENCE NORTH 88°09'28" EAST, A DISTANCE OF 82.77 FEET; 12. THENCE SOUTH 75°44'52" EAST, A DISTANCE OF 11.67 FEET; 13. THENCE NORTH 80°37'17" EAST, A DISTANCE OF 8.06 FEET; 14. THENCE SOUTH 88°01'16" EAST, A DISTANCE OF 21.47 FEET; 15. THENCE NORTH 83°15'58" EAST, A DISTANCE OF 28.50 FEET; 16. THENCE NORTH 85°47'17" EAST, A DISTANCE OF 117.62 FEET; 17. THENCE SOUTH 81°33'44" EAST, A DISTANCE OF 14.78 FEET; 18. THENCE SOUTH 84°36'08" EAST, A DISTANCE OF 14.50 FEET; 19. THENCE SOUTH 57°40'41" EAST, A DISTANCE OF 4.94 FEET; 20. THENCE SOUTH 09°22'05" EAST, A DISTANCE OF 27.51 FEET; 21. THENCE SOUTH 11°54'19" WEST, A DISTANCE OF 34.64 FEET; 22. THENCE SOUTH 07°24'12" EAST, A DISTANCE OF 88.19 FEET; 23. THENCE SOUTH 05°48'23" WEST, A DISTANCE OF 27.11 FEET; 24. THENCE SOUTH 01°20'32" EAST, A DISTANCE OF 27.71 FEET; 25. THENCE SOUTH 18°11'45" EAST, A DISTANCE OF 18.84 FEET; 26. THENCE SOUTH 01°55'10" EAST, A DISTANCE OF 36.70 FEET; 27. THENCE SOUTH 08°13'02" WEST, A DISTANCE OF 25.28 FEET TO THE SOUTH LINE OF TRUSTEES DEED No.20083; THENCE ALONG SAID LINE NORTH 84°02'07" WEST, A DISTANCE OF 152.44 FEET TO THE POINT OF BEGINNING.

CONTAINING 4.205 ACRES, MORE OR LESS.

LINE TABLE

LINE	BEARING	DISTANCE
L3	N 05°57'53"E	28.00'(M)
L4	N 06°33'02"E	28.38'(M)
L5	N 01°03'10"W	36.70'(M)
L6	N 18°11'45"W	18.61'(M)
L7	N 01°20'32"W	27.71'(M)
L8	N 05°48'23"E	27.11'(M)
L9	N 11°54'19"E	34.64'(M)
L10	N 09°22'05"W	27.51'(M)
L11	N 57°40'41"W	4.94'(M)
L12	N 84°36'08"W	14.50'(M)
L13	N 81°33'44"W	14.78'(M)
L14	S 83°15'58"W	28.50'(M)
L15	N 85°01'16"W	21.47'(M)
L16	S 80°37'17"E	8.06'(M)
L17	N 75°44'52"W	11.67'(M)
L18	S 88°09'28"W	40.54'(M)
L19	N 64°28'30"W	6.15'(M)
L20	S 79°39'50"W	36.47'(M)
L21	S 81°33'16"W	23.73'(M)

CURVE TABLE

CURVE	DELTA	RADIUS	ARC	CHORD	CHORD BEARING
C1	86°03'07"	73.00	115.29	104.55	N 40°00'08"W (M)

King ENGINEERING ASSOCIATES, INC.
4921 MEMORIAL HIGHWAY
ONE MEMORIAL CENTER, SUITE 300
TAMPA, FLORIDA 33634
PHONE 813 -880 -8851
FAX 813 -880 -8882
E-MAIL tbay@kingengineering.com

BOUNDARY SURVEY
OF A PORTION OF THE
OVERALL STOCK ISLAND PROPERTY

PREPARED FOR
LONGSTOCK II, LLC

NO.	DATE	REVISIONS	APPD BY	
3	5/1/12	REMOVE PARCEL F AND BERNSTEIN LEASE OF ROA PARCEL, ADD AREAS	J.D.G.	
2	7/12/11	REVISE CERTIFYING SURVEYOR & OWNERSHIP ENTITY	J.D.G.	
1	8/13/07	ADD BERNSTEIN LEASE OF ROA PARCEL & DESCRIPTION	M.E.K.	

JOB NO. 4290-000-000
FIELD BOOK NO.
K1290 & K1780
DATE MAY 3, 2007
SCALE 1" = 80'
SHT. 2 OF 2

DRAWN R.E.D.
CHANGE
B.L.
CHKD PLT
KEY WEST

KBP CONSULTING, INC.

December 11, 2018

Barton W. Smith, Esq.
Smith Hawks
138 Simonton Street
Key West, Florida 33040

Re: Safe Harbor Community Center – Stock Island, Florida
FLUM Traffic Statement

Dear Bart:

Per your request, KBP Consulting, Inc. has prepared this traffic impact statement associated with the Land Development Regulation Text Amendment Application for the proposed Safe Harbor Community Center Overlay District on Stock Island, Monroe County, Florida. This proposed District will consist of an area bounded by Front Street to the east, Fourth Avenue to the north, Fifth Avenue to the north, Shrimp Road to the west, and Shrimp Road to the south but excluding that certain property owned by the Utility Board of the City of Key West and Florida Keys Aqueduct Authority bounded by Front Street to the east.

Specifically, as it relates to this proposed District and traffic impacts, there will be an increase in the maximum density for hotel / motel development. Currently, the maximum density for this use within the +/- 50-acre area (upland area) is 15 units per acre. The proposed density will be 20 units per acre with a minimum open space requirement of 0.20. The resulting increase in hotel / motel units is four (4) units per acre for a total increase of 240 hotel / motel units.

The maximum Floor Area Ratios (FARs) for the remaining land uses do not change. However, for clarification purposes, the FAR for the light industrial use has been adjusted to 0.60 in accordance with Policy 101.5.25 of the County's Comprehensive Plan.

Trip Generation Analysis

A trip generation analysis has been conducted for the purposes of estimating the increase in traffic associated with the proposed increase in density for the hotel / motel land use. The trip generation analysis is based upon information contained in the Institute of Transportation Engineer's (ITE) *Trip Generation Manual (10th Edition)*. According to the subject ITE manual, the most appropriate land use category for the subject use is Land Use #310 – Hotel. The trip generation rates and equations used to determine the vehicle trips associated with this analysis are shown below.

Hotel – ITE Land Use #310

- Weekday (wt. avg.): T = 7.99 (X)
  where T = number of trips and X = number of rooms
- AM Peak Hour: T = 0.50 (X) – 5.34 (59% in / 41% out)
- PM Peak Hour: T = 0.75 (X) – 26.02 (51% in / 49% out)

8400 North University Drive, Suite 309, Tamarac, Florida 33321
Tel: (954) 560-7103 Fax: (954) 582-0989

Table 1 below summarizes the increase vehicle trips expected to be produced by the proposed increase in the hotel / motel density within the Safe Harbor Community Center Overlay on Stock Island.

Table 1
Trip Generation Summary
Safe Harbor Community Center Overlay - Stock Island, Florida

Land Use	Proposed Increase	Daily Trips	AM Peak Hour Trips			PM Peak Hour Trips		
			In	Out	Total	In	Out	Total
Proposed Hotel	240 Rooms	1,918	68	47	115	79	75	154

Compiled by: KBP Consulting, Inc. (December 2018).
Source: Institute of Transportation Engineers (ITE) Trip Generation Manual (10th Edition).

As indicated in this table, the net increase in external vehicle trips anticipated to be generated by the proposed increase in density consists of approximately 1,918 vehicle trips during a typical day, 115 vehicle trips during the weekday AM peak hour (68 inbound and 47 outbound), and 154 vehicle trips during the weekday PM peak hour (79 inbound and 75 outbound).

Trip Distribution

A trip distribution analysis was performed based on the nearby population areas (as documented in the Monroe County Traffic Report Guidelines Manual), the existing transportation network, the location of the subject project, and engineering judgment. Most of the project-related trips are anticipated to access US 1 / Overseas Highway. Table 2 below summarizes the anticipated trip distribution for the Safe Harbor Community Center Overlay.

Table 2
Safe Harbor Community Center Overlay
Project Trip Distribution
Stock Island, Florida

Direction	Distribution (%)
East (US 1 North)	30%
West (US 1 South)	55%
South Side of Stock Island (Local)	15%
North Side of Stock Island	0%

Source: Based upon population data contained within the Monroe County Traffic Report Guidelines Manual.

Link Analysis

The link analysis compares the maximum number of reserve trips on Overseas Highway / US 1 through Stock Island and Boca Chica (per Monroe County's Level of Service and Reserve Capacity Table) with the project's traffic impacts. Based upon a 55% / 30% / 15% trip distribution, the project will add a maximum of 1,055 daily trips (55% of the additional 1,918 daily trips) to Segment Number 1 (Stock Island) and 575 daily trips (30% of the additional 1,918 daily trips) to Segment 2 (Boca Chica).

According to Monroe County's Level of Service and Reserve Capacity Table (see Attachment A), Segment Number 1 has 1,348 trips of available reserve capacity and Segment 2 has 6,071 trips of available reserve capacity. Therefore, Overseas Highway / US 1 through Stock Island and Boca Chica has available capacity to absorb the maximum impacts generated by the proposed increase in hotel / motel density within the Safe Harbor Community Center Overlay.

Summary

In summary, the proposed increase in density associated with the Safe Harbor Community Center Overlay is projected to generate a maximum of approximately 1,918 new daily trips, approximately 115 new AM peak hour trips, and approximately 154 new trips during the typical afternoon peak period. Both of the directly impacted segments of Overseas Highway / US 1 have sufficient capacity to absorb the additional traffic loads created by the increase in the number of trips.

If you have any questions or require additional information, please do not hesitate to contact me.

Sincerely,

KBP CONSULTING, INC.

Karl B. Peterson, P.E.
Florida Registration Number 49897
Engineering Business Number 29939

Attachment A

2017 Level of Service and Reserve Capacity Table

2017 LEVEL OF SERVICE AND RESERVE CAPACITY

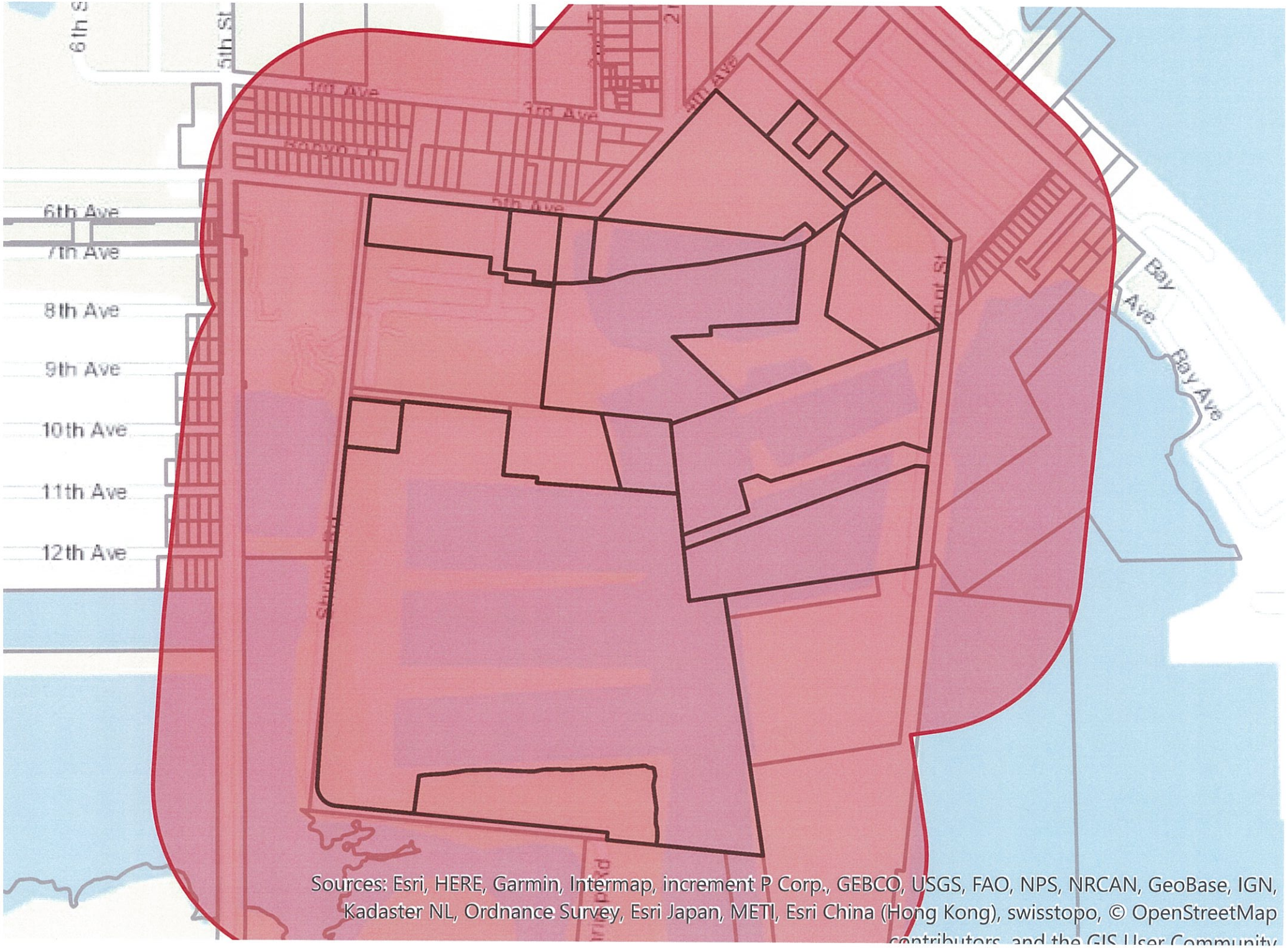
SEGMENT	LENGTH (miles)	FACILITY TYPE	POSTED SPEED		ADJ. FOR SIGNAL (mph)	ADJUSTED LOS C CRITERIA (mph)	MEDIAN TRAVEL SPEED (mph)	LOS	RESERVE SPEED (mph)	2017		2015	
			Limits (mph)	Average (mph)						MAXIMUM RESERVE DAILY VOLUME (trips)	5% ALLOCATION BELOW LOS C (trips)	MAXIMUM RESERVE DAILY VOLUME (trips)	5% ALLOCATION BELOW LOS C (trips)
1 Stock Island (4.0 - 5.0)	1.10	4-L/D	30/45	42.8	N/A	22.0	29.4	B	7.4	1,348	N/A	1,986	N/A
2 Boca Chica (5.0- 9.0)	3.9	4-L/D	45/55	54.7	N/A	50.2	59.6	A	9.4	6,071	N/A	5,167	N/A
3 Big Coppitt (9.0- 10.5)	1.5	2-L/U	45/55	45.7	N/A	41.2	46.6	B	5.4	1,341	N/A	1,292	N/A
4 Saddlebunch (10.5- 16.5)	5.8	2-L/U	45/55	53.6	N/A	49.1	53.3	B	4.2	4,034	N/A	2,497	N/A
5 Sugarloaf (16.5- 20.5)	3.9	2-L/U	45	45.0	4.5	36.0	48.3	A	12.3	7,944	N/A	7,363	N/A
6 Cudjoe (20.5- 23.0)	2.5	2-L/U	45	45.0	N/A	40.5	48.2	A	7.7	3,188	N/A	2,650	N/A
7 Summerland (23.0- 25.0)	2.2	2-L/U	45	45.0	N/A	40.5	45.0	B	4.5	1,639	N/A	1,312	N/A
8 Ramrod (25.0- 27.5)	2.3	2-L/U	45	45.0	N/A	40.5	46.1	B	5.6	2,133	N/A	2,323	N/A
9 Torch (27.5- 29.5)	2.1	2-L/U	45	45.0	N/A	40.5	47.7	A	7.2	2,504	N/A	2,434	N/A
10 Big Pine (29.5- 33.0)	3.4	2-L/U	45	45.0	3.4	37.1	39.4	C	2.3	1,285	N/A	394	N/A
11 Bahia Honda (33.0- 40.0)	7.0	2-L/U (70%) 4-L/D (30%)	45/50/55	52.4	N/A	47.9	53.7	B	5.8	6,723	N/A	5,448	N/A
12 7-Mile Bridge (40.0- 47.0)	6.8	2-L/U	45/50/55	54.6	N/A	50.1	53.3	B	3.2	3,603	N/A	2,703	N/A
13 Marathon (47.0- 54.0)	7.3	2-L/U (13%) 4-L/D (87%)	35/45	42.3	N/A	22.0	37.9	A	15.9	19,221	N/A	19,221	N/A
14 Grassy (54.0- 60.5)	6.4	2-L/U	45/55	54.5	1.5	48.5	51.6	C	3.1	3,286	N/A	3,286	N/A
15 Duck (60.5- 63.0)	2.7	2-L/U	55	55.0	N/A	50.5	53.3	C	2.8	1,252	N/A	1,788	N/A
16 Long (63.0- 73.0)	9.9	2-L/U	40/45/50/55	53.4	N/A	48.9	50.5	C	1.5	2,459	N/A	5,902	N/A
17 L Matecumbe (73.0- 77.5)	4.5	2-L/U	50/55	54.0	N/A	49.5	49.8	C	0.3	224	N/A	(994)	967
18 Tea Table (77.5- 79.5)	2.2	2-L/U	45/55	54.1	N/A	49.6	47.6	D	-1.9	(692)	193	(401)	459
19 U Matecumbe (79.5- 84.0)	4.1	2-L/U	30/40/45	45.0	N/A	40.5	39.2	D	-1.3	(883)	522	1,494	N/A
20 Windley (84.0- 86.0)	1.9	2-L/U	30/40/45	45.0	N/A	40.5	41.0	C	0.5	157	N/A	378	N/A
21 Plantation (86.0- 91.5)	5.6	2-L/U	45	45.0	3.4	37.1	40.5	B	3.4	3,266	N/A	1,057	N/A
22 Tavernier (91.5- 99.5)	8.0	4-L/D	45/50	47.2	2.0	40.7	47.4	A	6.7	8,876	N/A	10,466	N/A
23 Key Largo (99.5- 106.0)	6.6	4-L/D	45	45.0	3.5	37.0	44.4	A	7.4	8,333	N/A	8,558	N/A
24 Cross (106.0- 112.5)	6.2	2-L/U	45/55	51.4	N/A	46.9	52.7	B	5.7	5,652	N/A	4,723	N/A
Overall	108.3					45.0	46.0	C	1.0	18,547			

Safe Harbor Community Center Overlay

Property Owner	RE	Size	Hotel Density Existing	Proposed	Difference	Working Waterfront Use	Total Upland
Robbie's Safe Harbor Marine Enterprises, Inc.	00123660-000000	10.41	124	166.00	42	80%	8.328
Safe Harbor Enterprises, Inc.	00123731-000000	0.39	4	6.00	2	0%	0
Longstock II, LLC	00123761-000100	12.17	146	194.00	48	50%	6.085
Longstock II, LLC	00123761-000200		0	0.00	0	0%	0
Longstock II, LLC	00123761-000300		0	0.00	0		0
Longstock II, LLC	00123761-000500		0	0.00	0		0
Longstock II, LLC	00123761-000600		0	0.00	0		0
Longstock II, LLC	00123761-000700		0	0.00	0		0
Longstock II, LLC	00123761-000800		0	0.00	0		0
Longstock II, LLC	00123761-000900		0	0.00	0		0
Longstock II, LLC	00123761-001000		0	0.00	0		0
Longstock II, LLC	00123762-000000		0	0.00	0		0
SIMV Hotel 1 LLC	00123761-000400		0	0.00	0		0
Constellation Yachts, Inc.	00123730-000100	0.76	9	12.00	3	100%	0.76
Constellation Yachts, Inc.	00123730-000200	0.04	0	0.00	0	100%	0.04
Benjamin Bernstein Trust	00123770-000000	9.52	114	152.00	38	90%	8.568
Benjamin Bernstein Trust	00127290-000000		0	0.00	0		0
Benjamin Bernstein Trust	00127380-000000		0	0.00	0		0
Benjamin Bernstein Trust	00127250-000000		0	0.00	0		0
Benjamin Bernstein Trust	00127280-000000		0	0.00	0		0
Key West Transfer Station & Hauling Service, Inc.	00123600-000102	2.51	30	40.00	10	0%	0
K W Resort Utilities Corp.	00123600-000101	2	24	32.00	8	0%	0
Safe Harbour Properties LLC	00123590-000000	2.2	26	35.00	9	25%	0.55
Bama One, LLC	00123570-000000	0.43	5	6.00	1	100%	0.43
Harbor Bay Investments, LLC	00123800-000101	1.31	15	20.00	5	0%	0
Harbor Bay Investments, LLC	00123800-000102	0.96	11	15.00	4	0%	0
Keys Fresh Seafood LLC	00123540-000000	0.92	11	14.00	3	100%	0.92
JKYD LLC	00123720-000400	4.2	50	67.00	17	0%	0
Byron Colley J. and Tonita Davis	00127280-000200	0.40	4	6.00	2	0%	0
Totals		48.22174	573	765	192	0.532560573	25.681
		192.887					

Total Waterfront use

53%


6th Ave
7th Ave
8th Ave
9th Ave
10th Ave
11th Ave
12th Ave
5th St
1st Ave
3rd Ave
5th Ave
Bay Ave
Sources: Esri, HERE, Garmin, Intermap, increment P Corp., GEBCO, USGS, FAO, NPS, NRCAN, GeoBase, IGN, Kadaster NL, Ordnance Survey, Esri Japan, METI, Esri China (Hong Kong), swisstopo, © OpenStreetMap contributors, and the GIS User Community

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RECHAR	NAME	ADD1	ADD2	CITY	STATE	ZIP
00123740-000000	3 D OF KEY WEST INC	1415 Flagler Ave		Key West	FL	33040
00133420-000000	415 BAHAMA KEY CORP	1331 Duncan St		Key West	FL	33040
00133470-000000	5421 ROBYN LLC	PO Box 510044		Key Colony Beach	FL	33051
00126060-000000	5730 FOURTH AVENUE LLC	PO Box 169		Key West	FL	33041
00133050-000000	6400 2ND STREET LLC	PO Box 4315		Key West	FL	33041
00133100-000000	6436 2ND ST LLC	7702 Santa Margherita Way		Naples	FL	34109
00126100-000112	ADRION MICHELLE A	6620 Maloney Ave		Key West	FL	33040
00129130-000000	ALFARO CARIDAD L/E	46D 11th Ave		Key West	FL	33040
00127010-000000	AMERICAN FEDERATED TITLE CORP	3850 Hollywood Blvd		Hollywood	FL	33021
00127130-000000	ANDREWS STEWART J	2110 Staples Ave		Key West	FL	33040
00129410-000000	ARENCIBIA FRANCISCO	24E 11th Ave		Key West	FL	33040
00133200-000000	ARNOLDS AUTO AND MARINE REPAIR INC	23 FLIPPER RD		KEY WEST	FL	33040
00133500-000000	ASHE REBEKAH G	918B Kennedy Dr		Key West	FL	33040
00132060-000000	B 23 EIGHTH AVENUE LLC	1101 17th St		Key West	FL	33040
00123570-000000	BAMA ONE LLC	6810 Front St		Key West	FL	33040
00127100-000000	BARTON DONALD J	1502 United St		Key West	FL	33040
00127090-000100	BARTON DONALD J JR	1502 UNITED ST		KEY WEST	FL	33040
00131180-000140	BATTLE DESHAWN C	50 7th Ave		Key West	FL	33040
00133540-000000	BAUCOM PROPERTY HOLDINGS 2 LLC	261 GOLF CLUB DR		KEY WEST	FL	33040
00123770-000000	BERNSTEIN BENJAMIN RESIDUARY TR B U/T/W	PO Box 2455		Key West	FL	33045
00127380-000000	BERNSTEIN BENJAMIN TRUST B	PO Box 2455		Key West	FL	33045
00132331-002900	BERNSTEIN JORDAN M	PO BOX 2455		KEY WEST	FL	33045
00123880-000000	BERNSTEIN ROGER	PO Box 2455		Key West	FL	33045
00131580-000000	BERULDSEN DIANE	25A 7TH AVE		KEY WEST	FL	33040
00133320-000000	BLANCO AMADA AVILA	5406 3rd Ave		Key West	FL	33040
00132320-000000	BLANCO GERARDO	49B 9th Ave		Key West	FL	33040
00123630-000100	BOARD OF COUNTY COMMISSIONERS OF MONROE COUNTY FL	500 Whitehead St		Key West	FL	33040
00125670-000000	BOYDS CAMPGROUND LTD	6401 Maloney Ave		Key West	FL	33040
00128640-000000	BOZA MARY J	46C 10th Ave		Key West	FL	33040
00133490-000000	BRETOUX FANFAN	5423 Robyn Ln		Key West	FL	33040
00126320-000000	BRINGLE STEVEN A	19 Amaryllis Dr		Key West	FL	33040
00133690-000000	BROGLI ALBERTA	2811 SEIDENBERG AVE		KEY WEST	FL	33040
00133700-000000	BROGLI ALBERTA A	2812 SEIDENBERG AVE		KEY WEST	FL	33040
00133680-000000	BROGLI KENNETH E	5442 5th Ave		Key West	FL	33040
00133710-000000	BROGLI KENNETH E AND ALBERTA	2811 SEIDENBERG AVE		KEY WEST	FL	33040
00133520-000000	BROWN ERIC CYRUS	5426 Robyn Ln		Key West	FL	33040
00131830-000000	BRUGMAN EDWARD H AND MILDRED G	721 SOUTH ST		KEY WEST	FL	33040
00129170-000000	CABRERA BERTA	50D 11th Ave		Key West	FL	33040
00129160-000000	CABRERA LEONARDO	49D 11th Ave		Key West	FL	33040
00125600-000000	CALABRO DANIEL J	C/O HAMPTONS BOOKKEEPING SERVICES	PO Box 675	East Hampton	NY	11937
00132350-000000	CAYO HUESO INVESTMENTS INC	6511 MALONEY AVE LOT 6		KEY WEST	FL	33040
00127280-000200	COLLEY BYRON J	8317 FRONT BEACH RD STE 23		PANAMA CITY BEACH	FL	32407
00123730-000200	CONSTELLATION YACHTS INC	6811 SHRIMP RD		KEY WEST	FL	33040
00127030-000000	COOPER JAMES ROBERT	22 Amaryllis Dr		Key West	FL	33040
00127040-000000	COOPER WILLIAM W	6391 3rd St		Key West	FL	33040
00126110-000100	COTTON OF KEY WEST LIMITED PARTNERSHIP THE	PO BOX 2652		KEY WEST	FL	33045
00131180-000000	COUNTY OF MONROE	C/O PARK VILLAGE HOMEOWNERS ASSOC INC	201 FRONT ST STE 110	KEY WEST	FL	33040
00123880-000100	COWLES CHRIS AND MELODY	136 WASHINGTON AVE		NEW ROCHELLE	NY	10801
00126400-000000	CREATIVE CHOICE HOMES XXVI LTD	8895 N Military Trl		West Palm Beach	FL	33410
00133600-000000	CRUZ OMAYRA	PO BOX 751		KEY WEST	FL	33041

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RECHAR	NAME	ADD1	ADD2	CITY	STATE	ZIP
00127170-000000	D&J COASTAL ENTERPRISES LLC	3921 S US Highway 1		Fort Pierce	FL	34982
00133430-000000	DE LA ROSA JOSE RAMON	6517 5th St		Key West	FL	33040
00133310-000000	DEGRAVE STEVE	402 Avenue A		Key West	FL	33040
00133610-000000	DEPOO DULCINEA	5435 5th Ave		Key West	FL	33040
00126100-000103	DEPOO KATHRYN S	1217 KNOWLES LN		KEY WEST	FL	33040
00133440-000000	DEVRIES ELIZABETH	6518 5th St		Key West	FL	33040
00133530-000000	DIEZEL MICHAEL	5427 Robyn Ln		Key West	FL	33040
00126120-000000	DION FAMILY REVOCABLE TRUST 11/3/2009	28 Central St		Hudson	NH	03051
00123790-000000	DOT STATE OF FLORIDA	605 Suwannee St		Tallahassee	FL	32399
00133280-000000	DURAN GHEOFRE	5402 3rd Ave		Key West	FL	33040
00133290-000000	DURAN WILLIAM	1209 19TH TER		KEY WEST	FL	33040
00129390-000000	E22 11TH AVENUE LLC	5585 2nd Ave		Key West	FL	33040
00133450-000000	ESTEVEZ MANUEL DELPINO	5419 Robyn Ln		Key West	FL	33040
00127180-000000	FIFTH AVENUE HARBOR SHOPS LLC	1424 S Roosevelt Blvd		Key West	FL	33040
00123610-000000	FLA KEYS AQUEDUCT COMM	1100 Kennedy Dr		Key West	FL	33040
00126280-000000	FLORIDA KEYS ELECTRIC INC	5730 2nd Ave		Key West	FL	33040
00133400-000000	FLUKER JEFFREY W	5414 3RD AVE		KEY WEST	FL	33040
00133370-000000	FOUKE DAVID J	5411 3rd Ave		Key West	FL	33040
00129640-000000	GALVAN JORGE E AND RAQUEL	2603 HARRIS AVE		KEY WEST	FL	33040
00133560-000000	GANJELASHVILI SERGI	5430 Robyn Ln		Key West	FL	33040
00133670-000000	GARCIA JUAN CARLOS	5441 5th Ave		Key West	FL	33040
00133180-000000	GARCIA YRAIDA CISNEROS	6413 2nd Ter		Key West	FL	33040
00133550-000000	GINOLA LLC	509 Duval St		Key West	FL	33040
00129140-000000	GOURGUE JEAN L	47D 11th Ave		Key West	FL	33040
00128910-000000	GROSBY 2 SAM INC	1331 Duncan St		Key West	FL	33040
00125450-000300	H&H STOCK ISLAND HOLDINGS LLC	PO Box 6002		Key West	FL	33041
00126100-000107	HAKE JAMES M	6620 Maloney Ave		Key West	FL	33040
00125730-000000	HAMILTON ANDY B	C/O JONES ROBERT W	6401 Maloney Ave	Key West	FL	33040
00123800-000101	HARBOR BAY INVESTMENTS LLC	1424 S Roosevelt Blvd		Key West	FL	33040
00126370-000000	HARDEN MARC A	2316 Patterson Ave		Key West	FL	33040
00126070-000000	HARDEN MARC A	C/O AIRGAS USA LLC	PO Box 9219	Marietta	GA	30065
00126420-000000	HENSON STEVE R	1415 Atlantic Blvd		Key West	FL	33040
00133210-000000	HENSON STEVE R AND DEBORAH A	5551 2ND AVE		KEY WEST	FL	33040
00128670-000000	HERNANDEZ ROBERT	50C 10th Ave		Key West	FL	33040
00129150-000000	HERNANDEZ ROMEO	48D 11th Ave		Key West	FL	33040
00131820-000000	HERRERA JOSE M	49A 8TH AVE		KEY WEST	FL	33040
00133570-000000	HINDSLEY LINDA	5431 ROBYN LN		KEY WEST	FL	33040
00123720-000400	JKYD LLC	PO BOX 144235		CORAL GABLES	FL	33114
00133660-000000	JOSEPH ALEUS	5440 5th Ave		Key West	FL	33040
00133360-000000	JULIAN KENNETH F	5410 3RD AVE		KEY WEST	FL	33040
00123600-000101	K W RESORT UTILITIES CORP	PO BOX 2125		KEY WEST	FL	33045
00133760-000180	KERSHAW ABRAHAM AND CAROL L JOINT TRUST 10/23/2012	31W660 STEARNS RD		ELGIN	IL	60120
00123900-000000	KEY COW LLC	1075 Duval St		Key West	FL	33040
00133460-000000	KEY HOME AND INVESTMENTS INC	3152 Northside Dr		Key West	FL	33040
00125610-000000	KEY WEST BAPTIST TEMPLE INC	PO Box 2298		Key West	FL	33045
00123600-000102	KEY WEST TRANSFER STATION & HAULING SERVICE INC	P O BOX 2744		KEY WEST	FL	33040
00123540-000000	KEYS FRESH SEAFOOD LLC	41 Bay Dr		Key West	FL	33040
00133090-000000	KEYW KIWI CORP	1331 Duncan St		Key West	FL	33040
00128400-000000	KIDWELL DAVID L	PO Box 2548		Key West	FL	33045
00126370-000100	KOENIG TIMOTHY J	815 Peacock		Key West	FL	33040

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RECHAR	NAME	ADD1	ADD2	CITY	STATE	ZIP
00126100-000111	KOSKI SANDRA R	6620 MALONEY AVE LOT 11		KEY WEST	FL	33040
00129380-000000	LAPIERRE JEFFREY	21E 11th Ave		Stock Island	FL	33040
00131160-000000	LEGGETT DONZEL A	3031 Holstein Rd		Chaska	MN	55318
00132070-000000	LEWIS JOHN C	48A 8th Ave		Key West	FL	33040
00127050-000000	LIZ ROLANDO	94 NW 2nd St		Homestead	FL	33030
00129670-000000	LOGAN WILLIAM A	50E 12th Ave		Key West	FL	33040
00123761-000100	LONGSTOCK II LLC	7009 Shrimp Rd		Key West	FL	33040
00127510-000000	LOSLEY FREDERICK ALBERT DEC TR 9/20/1999	1018 17th St		Key West	FL	33040
00126100-000106	LOUCKS MARNA	6620 MALONEY AVE LOT 6		KEY WEST	FL	33040
00126100-000113	LUCIANO ALFREDO J	6620 MALONEY AVE LOT 13		KEY WEST	FL	33040
00131570-000000	MALBY ROBERT W	29H MIRIAM ST		KEY WEST	FL	33040
00133650-000000	MARTINEZ MODESTO	5439 5th Ave		Key West	FL	33040
00128420-000000	MARTINEZ REYNALDO A	1107 Key		Key West	FL	33040
00132331-002800	MATHEWS DEVELOPMENT COMPANY INC	3320 W COUNTY HIGHWAY 30A		SANTA ROSA BEACH	FL	32459
00126100-000110	MCCAIN JOHN W	2118 STAPLES AVE		KEY WEST	FL	33040
00128390-000000	MCQUAIG HELEN	1330 W 4th St		Freeport	TX	77541
00123800-000103	MERIDIAN WEST LTD	6701 Shrimp Rd		Key West	FL	33040
00129420-000000	MONFORT DENNY	25E 11th Ave		Key West	FL	33040
00132310-000000	MORALES CARIDAD	48B 9th Ave		Key West	FL	33040
00128650-000000	MORALES JOSE O	48C 10th Ave		Key West	FL	33040
00133630-000000	MORALES MADELINE M	5437 5TH AVE		KEY WEST	FL	33040
00126950-000000	MR JUARIS IMPORTS LLC	900 Catherine St		Key West	FL	33040
00125740-000000	NHC-FL131 LLC	27777 Franklin Rd		Southfield	MI	48034
00129630-000000	OLDHAM REJANE	46E 12TH AVE		KEY WEST	FL	33040
00133380-000000	OVIEDO MARY MELINDA	5412 3RD AVE		KEY WEST	FL	33040
00131180-000139	OWENS VAN L	49 7th Ave		Key West	FL	33040
00127060-000000	PADRON MICHAEL A	PO Box 7275		Sebring	FL	33872
00123910-000000	PARCELS B AND C LLC	1075 Duval St		Key West	FL	33040
00133130-000000	PARK PLACE HOMEOWNERS ASSOC INC	C/O LEWIS DAVE	PO BOX 5766	Key West	FL	33045
00133130-000200	PARK PLACE UNIT 13 LLC	PO BOX 5766		KEY WEST	FL	33045
00133130-001000	PARK PLACE UNIT 3 LLC	PO BOX 5766		KEY WEST	FL	33045
00133130-000700	PARK PLACE UNIT 4 LLC	PO BOX 5766		KEY WEST	FL	33045
00133130-001400	PARK PLACE UNITS 10-11 LLC	PO BOX 5766		KEY WEST	FL	33045
00133130-000800	PARK PLACE UNITS 1-2 LLC	PO BOX 5766		KEY WEST	FL	33045
00133130-000400	PARK PLACE UNITS 6-7 LLC	PO BOX 5766		KEY WEST	FL	33045
00133130-001200	PARK PLACE UNITS 8-9 LLC	PO BOX 5766		KEY WEST	FL	33045
00129650-000000	PAZARA TERESA EBELING	48E 12TH AVE		KEY WEST	FL	33040
00133170-000000	PEREZ JUAN MARQUEZ	6415 2ND TER		KEY WEST	FL	33040
00132370-000000	PFAHNING ROBIN	43 White Ave		Riverside	RI	02915
00133480-000000	PIERRE INNOCENT	5422 ROBYN LN		KEY WEST	FL	33040
00126100-000108	POLLACK MICHAEL	PO Box 5194		Key West	FL	33045
00126100-000115	PORTER POWELL D	95510 OVERSEAS HWY		KEY LARGO	FL	33037
00133300-000000	RAMIREZ JOSE	5404 3rd Ave		Key West	FL	33040
00133330-000000	RIVERA ROLANDO	5407 3rd Ave		Key West	FL	33040
00128890-000000	RIVIERA DRIVE IN THEATRE INC	PO Box 2455		Key West	FL	33045
00123660-000000	ROBBIES SAFE HARBOR MARINE ENT INC	7281 Shrimp Rd		Key West	FL	33040
00129400-000000	ROBERTSON DOLORES L	23E 11th Ave		Key West	FL	33040
00132080-000000	RODRIGUEZ ADRIAN	C/O ANDINO LISSETTE	4106 Palomino Dr	Sebring	FL	33875
00126100-000114	ROSWELL CHARLES LIVING TRUST 09/16/2005	6620 Maloney Ave		Key West	FL	33040
00126090-000000	ROYS TRAILER PARK INC	402 Applerouth Ln		Key West	FL	33040

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RECHAR	NAME	ADD1	ADD2	CITY	STATE	ZIP
00133760-000167	RUSSELL JOHN K	6800 MALONEY AVE LOT 109		KEY WEST	FL	33040
00123731-000000	SAFE HARBOR ENTERPRISES INC	P O BOX 2455		KEY WEST	FL	33040
00123600-000100	SAFE HARBOR SEAFOOD LLC	1025 18TH TER		KEY WEST	FL	33040
00123590-000000	SAFE HARBOUR PROPERTIES LLC	6810 Front St		Key West	FL	33040
00133390-000000	SANCHEZ STEVEN C	2 AZALEA Dr		KEY WEST	FL	33040
00128920-000000	SEAVIEW RENTALS LLC	PO Box 2554		Key West	FL	33045
00133640-000000	SERPA JOSE ANGEL	5438 5th Ave		Key West	FL	33040
00128410-000000	SHINE DEREK LANG	24C 9th Ave		Key West	FL	33040
00133590-000000	SILVERKING RENTAL PROPERTIES LLC	1424 S Roosevelt Blvd		Key West	FL	33040
00125450-000500	SIMONS JUDITH	PO Box 2554		Key West	FL	33045
00123761-000400	SIMV HOTEL 1 LLC	2121 Ponce de Leon Blvd		Coral Gables	FL	33134
00126100-000101	SNIDER CAROL E	6620 MALONEY AVE LOT 1		KEY WEST	FL	33040
00127140-000000	SOSA ARMANDO	5515 5th Ave		Key West	FL	33040
00127230-000000	SOUTHERN STAR OF KEY WEST INC ALL ANMAL CLINIC	5450 Macdonald Ave		Key West	FL	33040
00126330-000000	SPENCER RICHARD	701 Palm Ave		Key West	FL	33040
00127310-000000	STATE OF FL DEPT OF TRANSPORTATION	605 Suwannee St		Tallahassee	FL	32399
00126770-000000	STOCK ISLAND HOLDINGS LLC	138 Simonton St		Key West	FL	33040
00127280-000100	STOCK ISLAND INVESMENT PROPERTIES LLC	701 Palm Ave		Key West	FL	33040
00131180-000138	STOKES ANNE	48 7th Ave		Key West	FL	33040
00126080-000000	STROBLE AND LEE ENTERPRISES INC	32D 11th Ave		Key West	FL	33040
00127090-000000	STROBLE VERNON C	PO Box 4060		Key West	FL	33041
00123620-000000	THE UTILITY BOARD OF THE CITY OF KEY WEST	1001 James St		Key West	FL	33040
00126100-000104	THOMAS JAMES M	6620 MALONEY AVE LOT 4		KEY WEST	FL	33040
00123630-000000	TIITF/SOVEREIGNTY LANDS	3900 The Capitol		Tallahassee	FL	32399
00126390-000100	TKG-STORAGEMART PARTNERS PORTFOLIO LLC	215 N STADIUM BLVD STE 207		COLUMBIA	MO	65203
00126390-000000	TORRES CLAUDE	2500 Seidenberg Ave		Key West	FL	33040
00133620-000000	TUCKER WENDY R	2308 SEIDENBERG AVE		KEY WEST	FL	33040
00133340-000000	VELAZQUEZ NANCY	5408 3rd Ave		Key West	FL	33040
00129660-000000	VELOSO DOMINGO J DEC TR 11/12/1997	17042 STARFISH LN W		SUMMERLAND KEY	FL	33042
00126100-000116	VENTIMIGLIA RICHARD K	6620 MALONEY AVE LOT 16		KEY WEST	FL	33040
00133070-000000	VILLA PATRICIA PARTNERS LLC	5750 2ND AVE		KEY WEST	FL	33040
00125750-000000	WATERVIEW ESTATES OF KEY WEST LLC	PO Box 4693		Key West	FL	33041
00126100-000109	WEBER DAVID	2028 Plymouth Ct		Gibsonia	PA	15044
00133510-000000	WOODS ALLISON J	5425 Robyn Ln		Key West	FL	33040
00133350-000000	ZINTSMASTER MATTHEW W AND WENDY L	626 JOSEPHINE PARKER DR STE 201 OFC 212		KEY WEST	FL	33040
	TOTAL = 185 X $3.00 = $555.00					

End of Additional File 2019-062