

**File #:** 2019-127

**Owner's Name:** Banyan Grove Residences,  
Ltd

**Applicant:** Spottswood, Spottswood,  
Spottswood & Sterling, PLLC

**Agent:** William B. Spottswood

**Type of Application:** Minor CUP – TRE (ROGO)

**Key:** Stock Island

**RE #:** Sender Site  
00124140.000000  
Receiver Site  
00127480.000000

**Additional Information added to File 2019-127**

**End of Additional File 2019-127**

APPLICATION  
**MONROE COUNTY**  
 PLANNING & ENVIRONMENTAL RESOURCES DEPARTMENT



**Request for a Minor Conditional Use Permit for the Transfer of ROGO Exemption (TRE)**

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

Conditional Use, Transfer of ROGO Exemption Fee: \$1,740.00

*In addition to the application fee, the following fees also apply:*

Advertising Costs: \$245.00

Surrounding Property Owner Notification: \$3.00 for each property owner required to be noticed

**Date of Application:** 07 / 11 / 2019  
 Month Day Year

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

Spottswood, Spottswood, Spottswood & Sterling, PLLC - Donald Craig and/or William B. Spottswood Jr. and/or Richard McChesney

Applicant (Name of Person, Business or Organization)

Name of Person Submitting this Application

500 Fleming Street , Key West , Florida 33040

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

305 294 9556

970 453 1546

305 924 0249

drcraig@spottswoodlaw.com and richard@spottswoodlaw.com

Work Phone

Home Phone

Cell Phone

Email Address

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

Banyan Grove Residences Ltd

William B. Spottswood

(Name/Entity)

Contact Person

506 Fleming Street Key West, Florida 33040

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

305 294 6100

billy@spottswood.com

Work Phone

Home Phone

Cell Phone

Email Address

**Sender Site Legal Description of Property:**

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

See Attached Survey and Legal Description

Stock Island

Block

Lot

Subdivision

Key

00124140-000000

1158275

Real Estate (RE) Number

Alternate Key Number

5455 MacDonald Avenue Key West, FL 33040

5

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

Approximate Mile Marker

APPLICATION

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

SH Marinas 6000 LLC

Robert A. Spottswood

(Name/Entity)

Contact Person

506 Fleming Street Key West, FL 33040

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

305 294 6100

raspottswood@bakerlaw.com

Work Phone

Home Phone

Cell Phone

Email Address

Receiver Site Legal Description of Property:

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

See Attached Survey and Legal Description

Stock Island

Block

Lot

Subdivision

Key

00127480-000000

1161667

Real Estate (RE) Number

Alternate Key Number

6000 Peninsular Avenue Key West, FL 33040

5

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

Approximate Mile Marker

Sender Site Future Land Use Map Designation: Mixed Use Commercial - MC

Receiver Future Land Use Map Designation: Mixed Use Commercial - MC

Sender Site Land Use (zoning) District Designation: Mixed Use - MU

Receiver Site Land Use (zoning) District Designation: Mixed Use - MU

Sender Site Existing Land Use: Affordable Housing - Rental Apartments

Receiver Site Existing Land Use: Marina, Boat Storage, Restaurant, service retail and Residential housing

Sender Site Tier Designation: Tier III

Receiver Site Tier Designation: Tier III

Sender Site ROGO subarea: Lower Keys

Receiver Site ROGO subarea: Lower Keys

Number of dwelling units lawfully established on Sender Site: 48

Number of dwelling units to be transferred from Sender Site: 48

Number of dwelling units to be transferred to Receiver Site: 48

Does the Receiver Site have all infrastructure (potable water, adequate wastewater treatment and disposal wastewater meeting adopted LOS, paved roads, etc.)? Yes

Will dwelling units to be transferred to Receiver Site be located in a velocity (V) zone: No

Will dwelling units to be transferred to Receiver Site be located in a CBRS unit: No

Has a previous TRE application been submitted for this site within the past two years?

Yes  No

APPLICATION

Date of pre-application conference regarding the proposed transfer of units: NA / /  
Month Day Year

Pursuant to Policy 101.6.8, dwelling units may be transferred to a Receiver Site meeting the following criteria:

- 1. The Future Land Use category and Land Use (Zoning) District must allow the requested use;
- 2. Must meet the adopted density standards;
- 3. Includes all infrastructure (potable water, adequate wastewater treatment and disposal wastewater meeting adopted LOS, paved roads, etc.);
- 4. Located within a Tier III designated area; and
- 5. Structures are not located in a velocity (V) zone or within a CBRS unit.

All of the following items must be included in order to have a complete application submission:

(Please check the box as each required item is attached to the application.)

- Complete application (unaltered and unbound)
- Correct fee (check or money order payable to Monroe County Planning & Environmental Resources)
- Proof of ownership for sender & receiver (i.e., Warranty Deed)
- Current Property Record Cards from the Monroe County Property Appraiser for sender & receiver sites
- Location map of sender & receiver sites
- Photographs of sender & receiver sites from adjacent roadway(s)
- Signed and Sealed Boundary Survey of sender and receiver sites, prepared by a Florida registered surveyor – two (2) sets each (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; and total acreage by habitat)
- Typed name and address mailing labels of all property owners within a 600-foot radius of the sender & receiver sites. 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 items must be included in order to have a complete application submission:

(Please check the box as each required item is attached to the application.)

- Notarized Agent Authorization Letter (note: authorization is needed from all owner(s) of the sender site and receiver site properties)
- Any Letters of Development Rights Determination pertaining to the sender or receiver sites
- Any Letters of Understanding pertaining to the proposed transfer
- Disclosure of Interest Forms for the sender and receiver sites

Is there any pending code enforcement proceeding involving all or a portion of the sender or receiver site parcels?

Yes  No Code Case file # \_\_\_\_\_ Describe the enforcement proceedings and if this application is being submitted to correct the violation: \_\_\_\_\_

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

APPLICATION

If for any reason the minor conditional use permit application requires review and consideration by the Monroe County Planning Commission, additional fees, mailing labels and copies of plans shall be required prior to item being scheduled for commission review.

\* \* \* \* \*

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: [Handwritten Signature]

Date: 07/12/2019

STATE OF Florida

COUNTY OF MONROE

Sworn to and subscribed before me this 12th day of July, 2019,

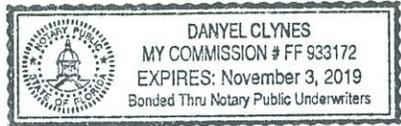
by William B. Spottswood, Jr., who is personally known to me OR produced

(PRINT NAME OF PERSON MAKING STATEMENT)

\_\_\_\_\_ as identification.  
(TYPE OF ID PRODUCED)

[Handwritten Signature]  
Signature of Notary Public, State of Florida

Danyel Clynes



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

AGENT AUTHORIZATION FORM

Date of Authorization: 7 / 11 / 19
Month Day Year

I hereby authorize The Spottswood Law Firm - Donald Craig and/or William Spottswood Jr. and/or Richard McChesney be listed as authorized agent
(Print Name of Agent)

representing Banyan Grove Residences(sender) for the application submission
(Print Name of Property Owner(s) the Applicant(s))

of TRE Application
(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)

Table with 4 columns: Lot, Block, Subdivision, Key (Island). Row 1: 00124140-000000(sender), Stock Island, 1158275(sender). Row 2: Real Estate (RE) Number, Alternate Key Number. Row 3: 5455 MacDonald Ave (sender), 5. Row 4: Street Address (Street, City, State & Zip Code), Approximate Mile Marker.

Authorized Agent Contact Information:

500 Fleming Street , Key West , Florida 33040
Mailing Address (Street, City, State and Zip Code)
305 294 9556 970 453 1546 305 924 0249 dcraig@spottswoodlaw.com and richard@spottswoodlaw.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: [Handwritten Signature]

Printed Name of Property Owner: Robert A. Spottswood

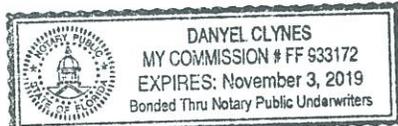
STATE OF Florida COUNTY OF Monroe

Sworn to and subscribed before me this 12th day of July, 2019,

by Robert A. Spottswood, who is personally known to me OR produced
(Print Name of Person Making Statement)

as identification.
(Type of ID Produced)

Signature of Notary Public: [Handwritten Signature] Danyel Clynes



Print, Type or Stamp Commissioned Name of Notary Public

My commission expires:

AGENT AUTHORIZATION FORM

Date of Authorization: 7 / 11 / 2019
Month Day Year

I hereby authorize The Spottswood Law Firm - Donald Craig and/or William Spottswood Jr. and/or Richard McGhesney be listed as authorized agent
(Print Name of Agent)

representing SH Marinas 6000 LLC ( receiver) for the application submission
(Print Name of Property Owner(s) the Applicant(s))

of TRE Application
(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)

Table with 4 columns: Lot, Block, Subdivision, Stock Island. Row 1: 00127480-000000(receiver), Key West, FL 33040, 1161667 (receiver). Row 2: 506 Fleming Street, Key West, FL 33040, 5. Row 3: Real Estate (RE) Number, Alternate Key Number.

Authorized Agent Contact Information:

500 Fleming Street , Key West , Florida 33040
Mailing Address (Street, City, State and Zip Code)

305 294 9556 970 453 1546 305 924 0249 dcraig@spottswoodlaw.com and richard@spottswoodlaw.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: [Handwritten Signature]

Printed Name of Property Owner: Robert A. Spottswood, Manager

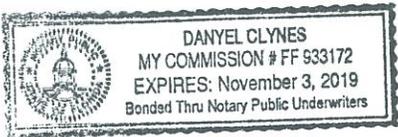
STATE OF Florida COUNTY OF Monroe

Sworn to and subscribed before me this 12th day of July, 2019,

by Robert A. Spottswood, who is personally known to me OR produced
(Print Name of Person Making Statement)

(Type of ID Produced) as identification.

[Handwritten Signature]
Signature of Notary Public Danyel Clynes



Print, Type or Stamp Commissioned Name of Notary Public

My commission expires:

**2019 FLORIDA LIMITED LIABILITY COMPANY AMENDED ANNUAL REPORT**

DOCUMENT# L18000283566

Entity Name: SH MARINAS 6000, LLC

Current Principal Place of Business:

506 FLEMING STREET  
KEY WEST, FL 33040

Current Mailing Address:

506 FLEMING STREET  
KEY WEST, FL 33040 US

FEI Number: 83-3708613

Certificate of Status Desired: No

Name and Address of Current Registered Agent:

SPOTTSWOOD, WILLIAM B JR.  
506 FLEMING STREET  
KEY WEST, FL 33040 US

*The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.*

SIGNATURE:

\_\_\_\_\_  
Electronic Signature of Registered Agent

\_\_\_\_\_  
Date

**Authorized Person(s) Detail :**

Title MGRM  
Name SH MARINAS MANAGER, LLC  
Address 506 FLEMING STREET  
City-State-Zip: KEY WEST FL 33040

*I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am a managing member or manager of the limited liability company or the receiver or trustee empowered to execute this report as required by Chapter 605, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.*

SIGNATURE: ROBERT A SPOTTSWOOD

PRESIDENT

05/06/2019

\_\_\_\_\_  
Electronic Signature of Signing Authorized Person(s) Detail

\_\_\_\_\_  
Date

**Electronic Articles of Organization  
For  
Florida Limited Liability Company**

L19000062006  
FILED 8:00 AM  
March 04, 2019  
Sec. Of State  
slsingleton

**Article I**

The name of the Limited Liability Company is:

SH MARINAS MANAGER, LLC

**Article II**

The street address of the principal office of the Limited Liability Company is:

506 FLEMING STREET  
KEY WEST, FL. US 33040

The mailing address of the Limited Liability Company is:

506 FLEMING STREET  
KEY WEST, FL. US 33040

**Article III**

The name and Florida street address of the registered agent is:

WILLIAM B SPOTTSWOOD JR.  
506 FLEMING STREET  
KEY WEST, FL. 33040

Having been named as registered agent and to accept service of process for the above stated limited liability company at the place designated in this certificate, I hereby accept the appointment as registered agent and agree to act in this capacity. I further agree to comply with the provisions of all statutes relating to the proper and complete performance of my duties, and I am familiar with and accept the obligations of my position as registered agent.

Registered Agent Signature: WILLIAM B. SPOTTSWOOD, JR.

## Article IV

The name and address of person(s) authorized to manage LLC:

Title: MGR  
ROBERT A SPOTTSWOOD  
506 FLEMING STREET  
KEY WEST, FL. 33040 US

L19000062006  
FILED 8:00 AM  
March 04, 2019  
Sec. Of State  
sisingleton

Signature of member or an authorized representative

Electronic Signature: ROBERT A. SPOTTSWOOD

I am the member or authorized representative submitting these Articles of Organization and affirm that the facts stated herein are true. I am aware that false information submitted in a document to the Department of State constitutes a third degree felony as provided for in s.817.155, F.S. I understand the requirement to file an annual report between January 1st and May 1st in the calendar year following formation of the LLC and every year thereafter to maintain "active" status.

**2019 FLORIDA LIMITED PARTNERSHIP ANNUAL REPORT**

DOCUMENT# A11000000050

**Entity Name:** BANYAN GROVE RESIDENCES, LTD.

**Current Principal Place of Business:**

506 FLEMING STREET  
KEY WEST, FL 33040

**Current Mailing Address:**

506 FLEMING STREET  
KEY WEST, FL 33040 US

**FEI Number:** 45-3787220

**Certificate of Status Desired:** No

**Name and Address of Current Registered Agent:**

SPOTTSWOOD, ROBERT A  
506 FLEMING STREET  
KEY WEST, FL 33040 US

*The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.*

**SIGNATURE:**

\_\_\_\_\_  
Electronic Signature of Registered Agent

\_\_\_\_\_  
Date

**General Partner Detail :**

Document # L11000005441  
Name BANYAN GROVE RESIDENCES GP,  
LLC  
Address 506 FLEMING STREET  
City-State-Zip: KEY WEST FL 33040

Document # L11000134701  
Name AHI BANYAN GROVE GP, LLC  
Address 2121 CAMDEN RD, STE. B  
City-State-Zip: ORLANDO FL 32803

*I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am a general partner of the limited partnership or the receiver or trustee empowered to execute this report as required by Chapter 620, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.*

**SIGNATURE:** ROBERT SPOTTSWOOD

**AGENT**

**04/30/2019**

\_\_\_\_\_  
Electronic Signature of Signing General Partner Detail

\_\_\_\_\_  
Date

**2019 FLORIDA LIMITED LIABILITY COMPANY ANNUAL REPORT**

DOCUMENT# L11000005441

**Entity Name:** BANYAN GROVE RESIDENCES GP, LLC

**Current Principal Place of Business:**

506 FLEMING STREET  
KEY WEST, FL 33040

**Current Mailing Address:**

506 FLEMING STREET  
KEY WEST, FL 33040 US

**FEI Number:** 45-5490261

**Certificate of Status Desired:** No

**Name and Address of Current Registered Agent:**

SPOTTSWOOD, ROBERT A  
506 FLEMING STREET  
KEY WEST, FL 33040 US

*The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.*

**SIGNATURE:**

\_\_\_\_\_  
Electronic Signature of Registered Agent

\_\_\_\_\_  
Date

**Authorized Person(s) Detail :**

Title MGR  
Name SPOTTSWOOD, ROBERT A  
Address 506 FLEMING STREET  
City-State-Zip: KEY WEST FL 33040

*I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am a managing member or manager of the limited liability company or the receiver or trustee empowered to execute this report as required by Chapter 605, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.*

**SIGNATURE:** ROBERT SPOTTSWOOD

MGR

04/30/2019

\_\_\_\_\_  
Electronic Signature of Signing Authorized Person(s) Detail

\_\_\_\_\_  
Date

**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):

<i>Name and Address</i>	<i>% of Ownership</i>

- 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):

<i>Name and Address</i>	<i>% of Ownership</i>

- 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
Banyan Grove Residences GP, LLC	0.005%
AHI Banyan Grove GP, LLC	0.005%
Wells Fargo Affordable Housing Community Development Corporation	99.99%

- 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):

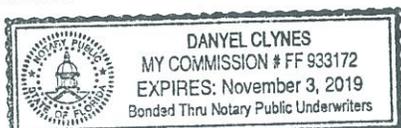
Name and Address

**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 12<sup>th</sup> day of July, 2019, by \_\_\_\_\_ He/she is personally known to me or has produced \_\_\_\_\_ as identification.



Danyel Clynes  
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):

<i>Name and Address</i>	<i>% of Ownership</i>

- 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):

<i>Name and Address</i>	<i>% of Ownership</i>
SH Marinas 6000 Member, LLC - 506 Fleming Street, Key West, FL 33040	10%
KWHYC Investments, LLC - 150 SE 2nd Ave, Suite 800. Miami, FL 33131	10%
KW Harbour VII-B, LLC - 171 17th Street NW - Suite 1575. Atlanta, GA 30363	80%
Robert A. Spottswood, President	0%
William B. Spottswood, Vice-President	0%
John M. Spottswood, Jr., Vice-President	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):

<i>Name and Address</i>	<i>% of Ownership</i>

\* 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):

<i>Name and Address</i>	<i>% of Ownership</i>

- 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):

<i>Name and Address</i>	<i>% of Ownership</i>

\* 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):

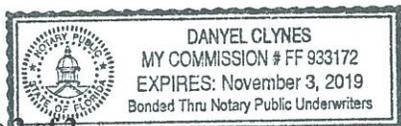
<i>Name and Address</i>

**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 12<sup>th</sup> day of July, 2019, by \_\_\_\_\_ . He/she is personally known to me or has produced \_\_\_\_\_ as identification.



Danyel Clynes  
 Notary Public  
 My Commission Expires







**MONROE COUNTY SURVEYING & MAPPING, INC.**  
**SURVEYORS & MAPPERS, CIVIL ENGINEERS**  
 A DIVISION OF ZURWELLE-WHITTAKER, INC. (EST. 1926)  
 3157 NORTHSHORE DRIVE #201 KEY WEST, FL 33040  
 PHONE: (305) 534-4699 OR (305) 293-0469 FAX: (305) 531-4599  
 MEMBER: FLORIDA LAND SURVEYORS COUNCIL, FLORIDA SURVEYING AND MAPPING SOCIETY

**PROJECT:**  
**6000 PENINSULAR AVENUE**  
**KEY WEST, FL 33040**

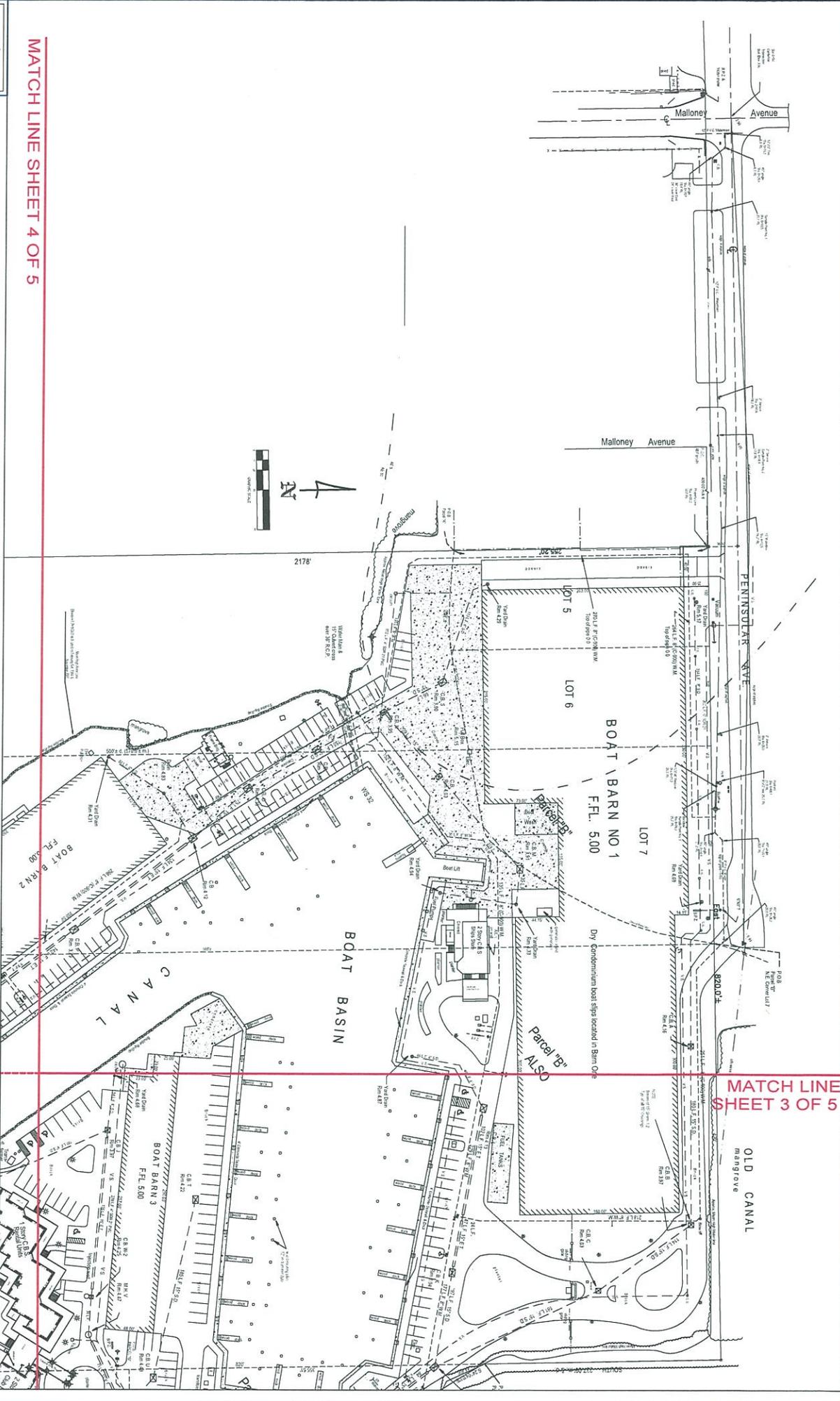
*Eddie A. Martinez*  
**EDDIE A. MARTINEZ**  
 PROFESSIONAL SURVEYOR AND  
 MAPPING ENGINEER  
 STATE OF FLORIDA

**JOB NO. N/A**  
**FIELD BOOK / C.C. SHEETS / SCALE: 1"=40'**

**REVISIONS:**

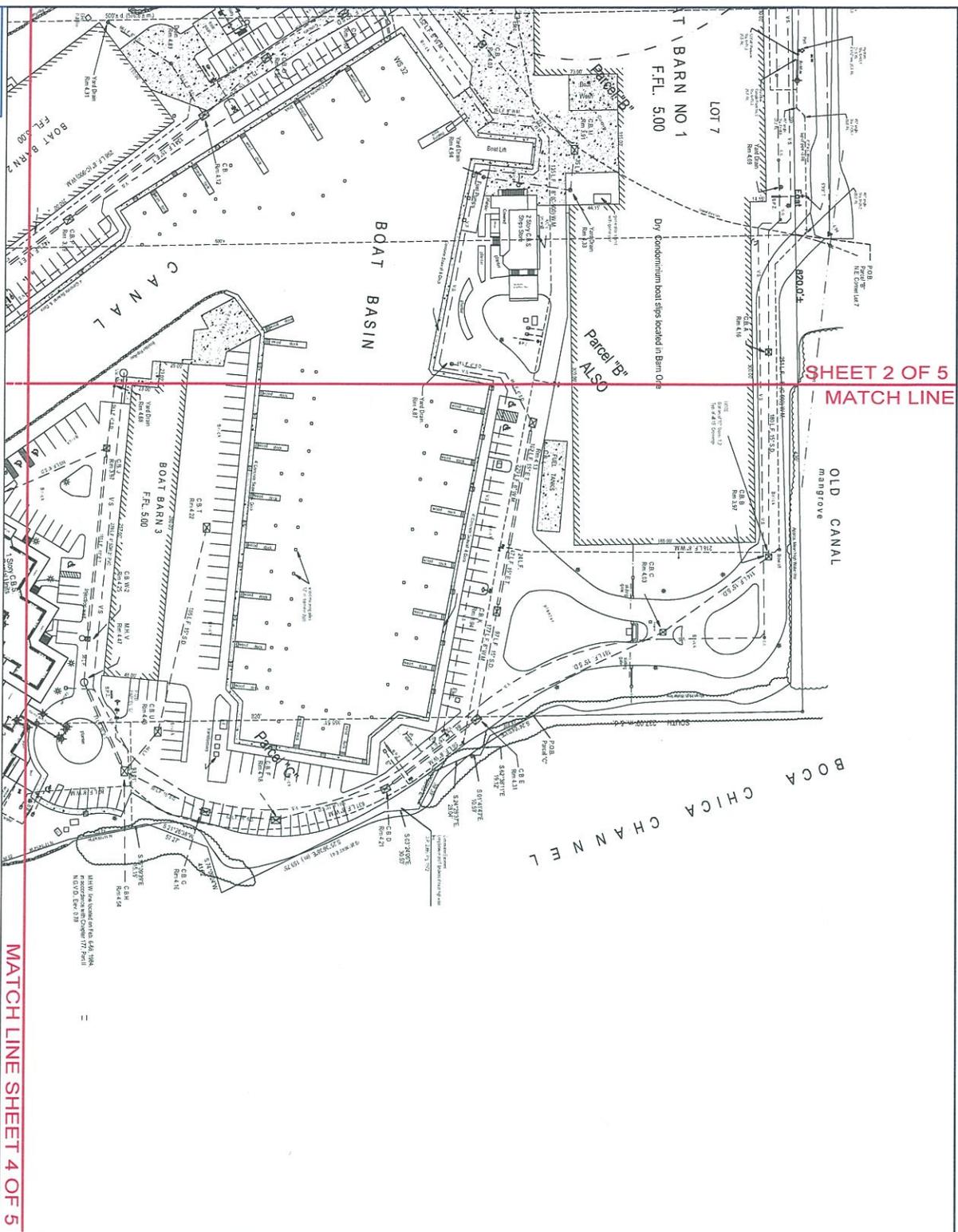
NO.	DATE	DESCRIPTION
1		
2		
3		
4		
5		

**SURVEYOR'S CERTIFICATE:**  
 I HEREBY CERTIFY THAT THE ATTACHED "BOUNDARY SURVEY" WAS PREPARED UNDER MY DIRECTION AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AND THAT THE SURVEY MEETS THE STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS. I CERTIFY AND ADVISE THAT THE "BOUNDARY SURVEY" IS A COMPLETE AND ACCURATE REPRESENTATION OF THE SURVEYED PROPERTY AND THAT THERE ARE NO UNDISCOVERED ENCUMBRANCES OR OTHER INTERESTS AFFECTING THE SURVEYED PROPERTY.



MATCH LINE SHEET 4 OF 5

MATCH LINE SHEET 3 OF 5



SHEET 2 OF 5  
MATCH LINE

MATCH LINE SHEET 4 OF 5



**ZURWILLE WHITTAKER**  
SURVEYING & MAPPING, INC.  
A DIVISION OF ZURWILLE-WHITTAKER, INC. (EST. 1925)  
3152 NORTHSHORE DRIVE, BOYNTON BEACH, FL 33426  
PH: (561) 394-4668 OR (800) 293-4668 FAX: (561) 394-4699  
WWW.WMCA.COM  
MEMBER: FLORIDA LAND SURVEYORS' COUNCIL, FLORIDA SURVEYING AND MAPPING SOCIETY

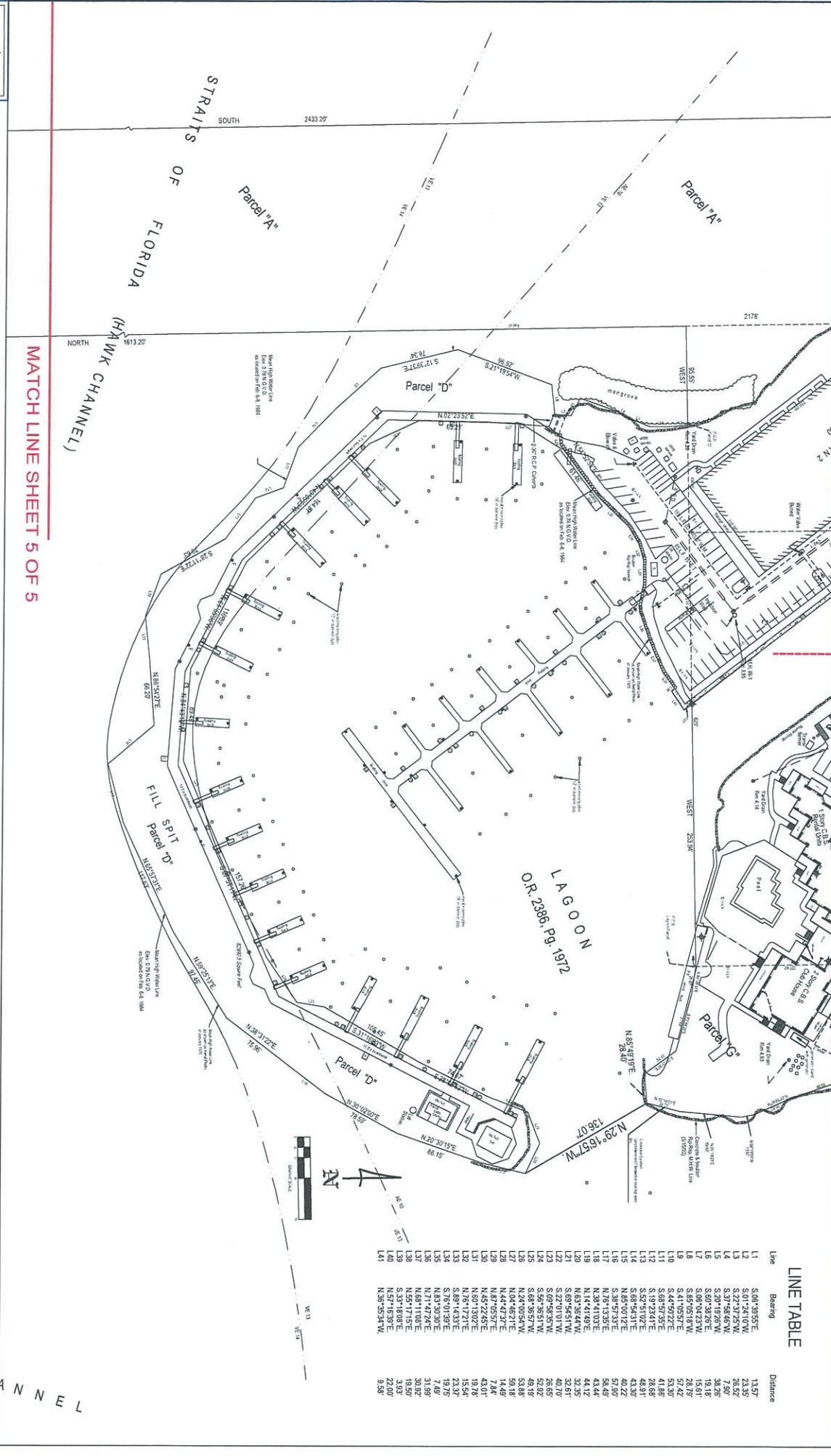
PROJECT:  
**6000 PENINSULAR AVENUE**  
**KEY WEST, FL 33040**

*Eddie A. Martinez*  
EDDIE A. MARTINEZ  
PROFESSIONAL SURVEYOR AND  
STATE OF FLORIDA

JOB No.	N/A	DRAWN	DRP
FIELD BOOK	J.C. CAREAGA	REVISED	EAM
SCALE	1"=40'	SHEETING	3 OF 5

REVISIONS:

SURVEYOR'S CERTIFICATE:  
I HEREBY CERTIFY THAT THE ATTACHED "BOUNDARY SURVEY" WAS PREPARED UNDER MY DIRECTION AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF, AND THAT THE SURVEY MEETS THE STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS. I CONSIDER THIS SURVEY TO BE A COMPLETE AND ACCURATE REPRESENTATION OF THE LAND SHOWN HEREON.  
DATE: 08/20/2013 SURVEYOR: EAM



LINE TABLE

Line	Bearing	Distance
L1	S 65° 13' 55" E	13.67
L2	S 01° 24' 10" W	23.35
L3	S 22° 37' 25" W	26.82
L4	S 37° 58' 46" W	7.90
L5	S 20° 19' 28" W	38.26
L6	S 06° 04' 42" W	15.61
L7	S 85° 05' 19" W	28.79
L8	S 41° 05' 57" E	57.42
L9	S 44° 52' 12" E	53.40
L10	S 19° 24' 41" E	28.68
L11	S 52° 10' 27" E	48.81
L12	S 85° 54' 31" E	43.30
L13	S 85° 09' 12" E	40.22
L14	N 28° 16' 57" W	43.30
L15	N 85° 49' 19" E	58.49
L16	N 28° 40' 0" E	58.49
L17	N 38° 41' 03" E	43.44
L18	N 14° 41' 48" E	44.12
L19	N 53° 58' 44" W	32.95
L20	S 27° 01' 11" W	42.51
L21	S 27° 01' 11" W	26.65
L22	S 69° 58' 35" W	26.65
L23	S 58° 38' 51" W	52.82
L24	S 88° 38' 57" W	49.19
L25	N 44° 47' 27" E	14.48
L26	N 44° 47' 27" E	14.48
L27	N 87° 05' 57" E	7.84
L28	N 45° 22' 45" E	43.01
L29	N 07° 30' 0" E	18.18
L30	N 89° 11' 43" E	23.37
L31	S 76° 01' 39" E	18.75
L32	N 83° 30' 30" E	31.99
L33	N 71° 47' 24" E	19.52
L34	N 55° 17' 15" E	19.52
L35	S 31° 16' 39" E	22.00
L36	N 57° 52' 34" W	9.38



**ZURWELLE-WHITTAKER**  
SURVEYORS & MAPPERS, CIVIL ENGINEERS  
A DIVISION OF ZURWELLE-WHITTAKER, INC. (EST. 1926)  
3127 NORTHERN DRIVE WEST, KEY WEST, FL 33040  
PH: (305) 534-4699 OR (305) 793-4466 FAX: (305) 531-4599  
MEMBER: FLORIDA LAND SURVEYORS COUNCIL, FLORIDA SURVEYING AND MAPPING SOCIETY

**PROJECT:**  
**6000 PENINSULAR AVENUE**  
**KEY WEST, FL 33040**

**EDDIE A. MARTINEZ**  
PROFESSIONAL SURVEYOR AND  
MAPPING ENGINEER  
STATE OF FLORIDA

**JOB NO.:** N/A  
**FIELD BOOK:** (LOCAL) N/A  
**SCALE:** 1"=40'  
**SHEET NO.:** 4 OF 5

**REVISIONS:**

**SURVEYOR'S CERTIFICATE:**

I HEREBY CERTIFY THAT THE ATTACHED "BOUNDARY SURVEY" WAS PREPARED UNDER MY DIRECTION AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AND THAT THE SURVEY MEETS THE STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYING AND MAPPING ENGINEERS. I AM A LICENSED SURVEYOR AND MAPPING ENGINEER IN THE STATE OF FLORIDA. MY LICENSE NUMBER IS 12345. I AM NOT PROVIDING ANY OTHER INFORMATION OTHER THAN SHOWN HEREON.

**Exceptions**

1. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the Effective Date but prior to the date the proposed instrument requires for value of record the estate or interest or mortgage thereon covered by this commitment. **NOT PLOTTABLE**
2. Any rights, interests, or claims of parties in possession of the land not shown by the public records. **NOT PLOTTABLE**
3. Any encroachment, encumbrance, violation, variation or adverse circumstance affecting the title that would be excluded by an accurate and complete land survey of the land. **AS SHOWN**
4. Any lien, for services, labor, or materials in connection with improvements, repairs or renovations provided before, on, or after Date of Policy, not shown by the public records. **NOT PLOTTABLE**
5. Any dispute as to the boundaries caused by a change in the location of any water body within or adjacent to the land prior to Date of Policy, and any adverse claim to all or part of the land that is, as of Date of Policy, or was previously under water. **NOT PLOTTABLE**
6. Taxes or special assessments not shown as liens in the public records or in the records of the local tax collecting authority, at Date of Policy. **NOT PLOTTABLE**
7. Any rentals or mineral rights leased, granted or retained by current or prior owners. **NOT PLOTTABLE**
8. Taxes and assessments for the year 2019 and subsequent years, which are not yet due and payable. **NOT PLOTTABLE**

**Exceptions Numbered 5 Above Are Heretofore Deleted.**

9. The Standard Exception No. 7 above for any minerals or mineral rights leased, granted or retained by current or prior owners is hereby deleted. **NOT PLOTTABLE**
10. Oil, gas and mineral reservations contained in Deed No. 21117 from the Trustees of the Internal Improvement Fund of Florida, dated January 13, 1957, recorded March 24, 1959 in Book 53, page 327. Note: The right of entry has been released pursuant to §270.11 F.S. **AS SHOWN**
11. Oil, gas and mineral reservations contained in Deed No. 20903 from the Trustees of the Internal Improvement Fund of Florida, dated June 13, 1957, recorded March 24, 1959 in Book 427, page 1023. Note: The right of entry has been released pursuant to §270.11 F.S. **AS SHOWN**
12. Oil, gas and mineral reservations contained in Deed No. 20295 from the Trustees of the Internal Improvement Fund of Florida, dated January 28, 1956, recorded February 11, 1956 in Book 269, page 1829. Note: The right of entry has been released pursuant to §270.11 F.S. **AS SHOWN**
13. Oil, gas and mineral reservations contained in Deed No. 20295 from the Trustees of the Internal Improvement Fund of Florida, dated January 28, 1956, recorded February 11, 1956 in Book 269, page 1829. Note: The right of entry has been released pursuant to §270.11 F.S. **AS SHOWN**
14. Resolution No. 265-2001 of the Board of County Commissioners of Monroe County, Florida, relating to the Provision of Wastewater Capacity, Imposing Annual Wastewater Assessment; Approving The Non-Ad Valorem Assessment Roll; Providing For Collection of the Wastewater Assessment, together with Utility Agreement and Consent and Acknowledgment; And Approving An Effective Date, recorded June 25, 2005 in Book 2126, page 511, (Grant ID 0012790-000001 Lots 5 & 6, Block 61, Stock Island Parkway Subdivision Plot Book 1, Page 53) **NOT PLOTTABLE**
15. Planning Commission Resolution No. 11107 Approving the request for an amendment to a Major Conditional Use Permit to Redevelop the Existing Marina as recorded May 25, 2007 in Book 167, page 1023. **NOT PLOTTABLE**
16. Easement granted to owners of California Colorado Florida Georgia, Inc. by instrument recorded March 14, 2008 in Book 2350, Page 578. **BLANKET EASEMENT**
17. Easement granted to the City of Key West, Florida by instrument recorded April 29, 2008 in Book 2356, Page 628. **BLANKET EASEMENT**
18. Flood Variance Affidavit as set forth in instrument recorded May 14, 2008 in Book 2361, Page 124. **NOT PLOTTABLE**
19. Monroe County Medicare Affordable Housing Restrictive Covenant as set forth in instrument recorded June 6, 2008 in Book 2365, Page 351. **NOT PLOTTABLE**
20. Deed of Conservation Easement granted to Board of Trustees of the Internal Improvement Trust Fund of the State of Florida by instrument recorded June 6, 2008 in Book 2365, Page 486, and the County Deed of Conservation Easement recorded October 31, 2008 in Book 2380, Page 1972. (As to be lands only) **AS SHOWN**
21. Deed of Conservation Easement recorded October 31, 2008 in Book 2380, Page 1972. (As to be lands only) **AS SHOWN**
22. Terms, provisions, restrictive covenants, conditions, reservations, rights, duties and easements contained in Certificate of Amendment Amended and Reissued Declaration of Condominium for Key West Harbour Condominium Unit and any exhibits annexed thereto, including, but not limited to, provisions for a project change or assessment, recorded June 7, 2005 in Book 2023, Page 1538. (Not deleting any covenants, conditions or restrictions which are in effect on the date of recording, except those which are specifically identified as deleted.) **AS SHOWN**
23. Condominium recorded September 29, 2015 in Book 2702, Page 1534. (As to Unit W6-2 and Unit B-1-L-20 of Key West Harbour Condominium only) **AS SHOWN**
24. Riparian rights are not insured. **NOT PLOTTABLE**
25. Subject to the terms and conditions of the Sovereignty Submerged Lands Lease between the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida and Key West Marine Landmarks, LLC. A Florida limited liability company, as recorded October 29, 2016, in Book 2923, Page 1850, and as amended by Sovereignty Submerged Lands Lease Assignment to Reflect Change of Submerged Ownership OR New Shoreline, as recorded October 29, 2016, in Book 2923, Page 1850. (As to be lands only) **AS SHOWN**
26. Easement granted to Florida Keys Aircraft Authority by instrument recorded August 3, 2018 in Book 2920, Page 1210. **BLANKET EASEMENT**
27. Easement granted to Florida Keys Aircraft Authority by instrument recorded August 3, 2018 in Book 2920, Page 1210. **NOT PLOTTABLE**
28. Easement granted to Florida Keys Aircraft Authority by instrument recorded August 3, 2018 in Book 2920, Page 1210. **NOT PLOTTABLE**
29. Easement granted to Florida Keys Aircraft Authority by instrument recorded August 3, 2018 in Book 2920, Page 1210. **NOT PLOTTABLE**
30. Easement granted to Florida Keys Aircraft Authority by instrument recorded August 3, 2018 in Book 2920, Page 1210. **NOT PLOTTABLE**
31. Easement granted to Florida Keys Aircraft Authority by instrument recorded August 3, 2018 in Book 2920, Page 1210. **NOT PLOTTABLE**



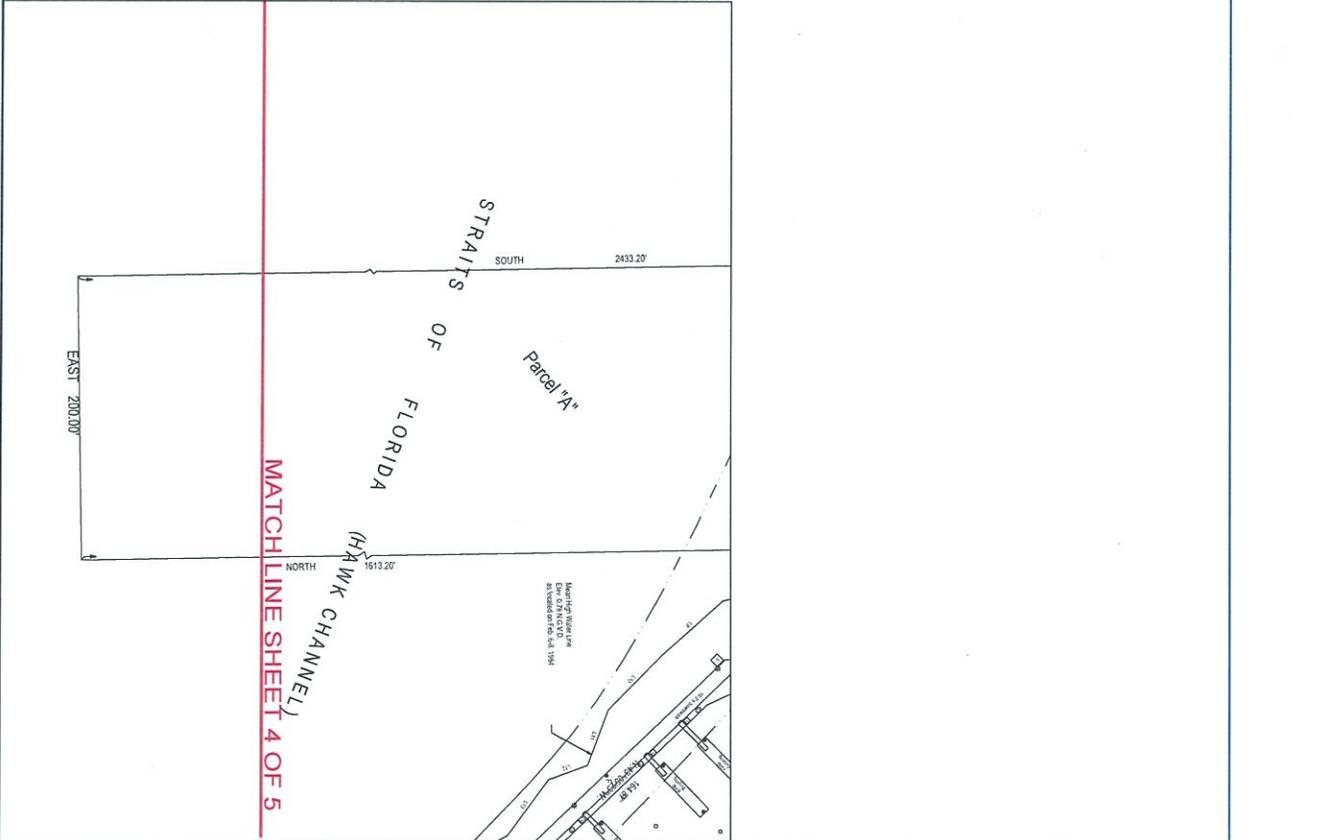
**ZURWELLE WHITTAKER**  
 MONROE COUNTY SURVEYING & MAPPING, INC.  
 SURVEYORS & MAPPERS, CIVIL ENGINEERS  
 A DIVISION OF ZURWELLE-WHITTAKER, INC. (EST. 1926)  
 3157 NORTHSHORE DRIVE, SUITE 201, KEY WEST, FL 33600  
 PHONE: (305) 534-6699 OR (305) 330-6699 FAX: (305) 531-4899  
 MEMBER: FLORIDA LAND SURVEYORS' COUNCIL, FLORIDA SURVEYING AND MAPPING SOCIETY

**PROJECT:**  
**6000 PENINSULAR AVENUE**  
**KEY WEST, FL 33040**

*Eddie A. Martinez*  
**EDDIE A. MARTINEZ**  
 PROFESSIONAL SURVEYOR  
 STATE OF FLORIDA

JOB No.	N/A	DRAWN	DHF
FIELD BOOK	REVISIONS	REVISIONS	REVISIONS
SCALE:	1"=40'	SHEET No.	5 OF 5

**SURVEYOR'S CERTIFICATE:**  
 I HEREBY CERTIFY THAT THE ATTACHED "BOUNDARY SURVEY" WAS PREPARED UNDER MY DIRECTION AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AND THAT THE SURVEY MEETS THE STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS. I CERTIFY THAT THE SURVEY WAS PREPARED IN ACCORDANCE WITH THE CODES PRESENT IN SECTION 17.22(7)(A)2) THAT THERE ARE NO VIABLE ENCROACHMENTS OTHER THAN SHOWN HEREON.  
 (This certificate is void if not signed by the surveyor.)





72082.0032

OVERSEAS HWY

KINGFISHER WAY

KESTRAL WAY

CAPALKAY

LAURELAVE

MAGDONALDAVE

SUNCREST RD

ISTAFAVE

2ND AVE

23

24

25

28

29

30

31

35

36

37

38

39

40

41

42

SPINNEL WAY

KESTRAL WAY

KINGFISHER WAY

OVERSEAS HWY

CAPALKAY

LAURELAVE

MAGDONALDAVE

SUNCREST RD

ISTAFAVE

2ND AVE

3RD ST

4TH ST

5TH ST

6TH ST

7TH ST

8TH ST

9TH ST

10TH ST

11TH ST

12TH ST

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18TH ST

19TH ST

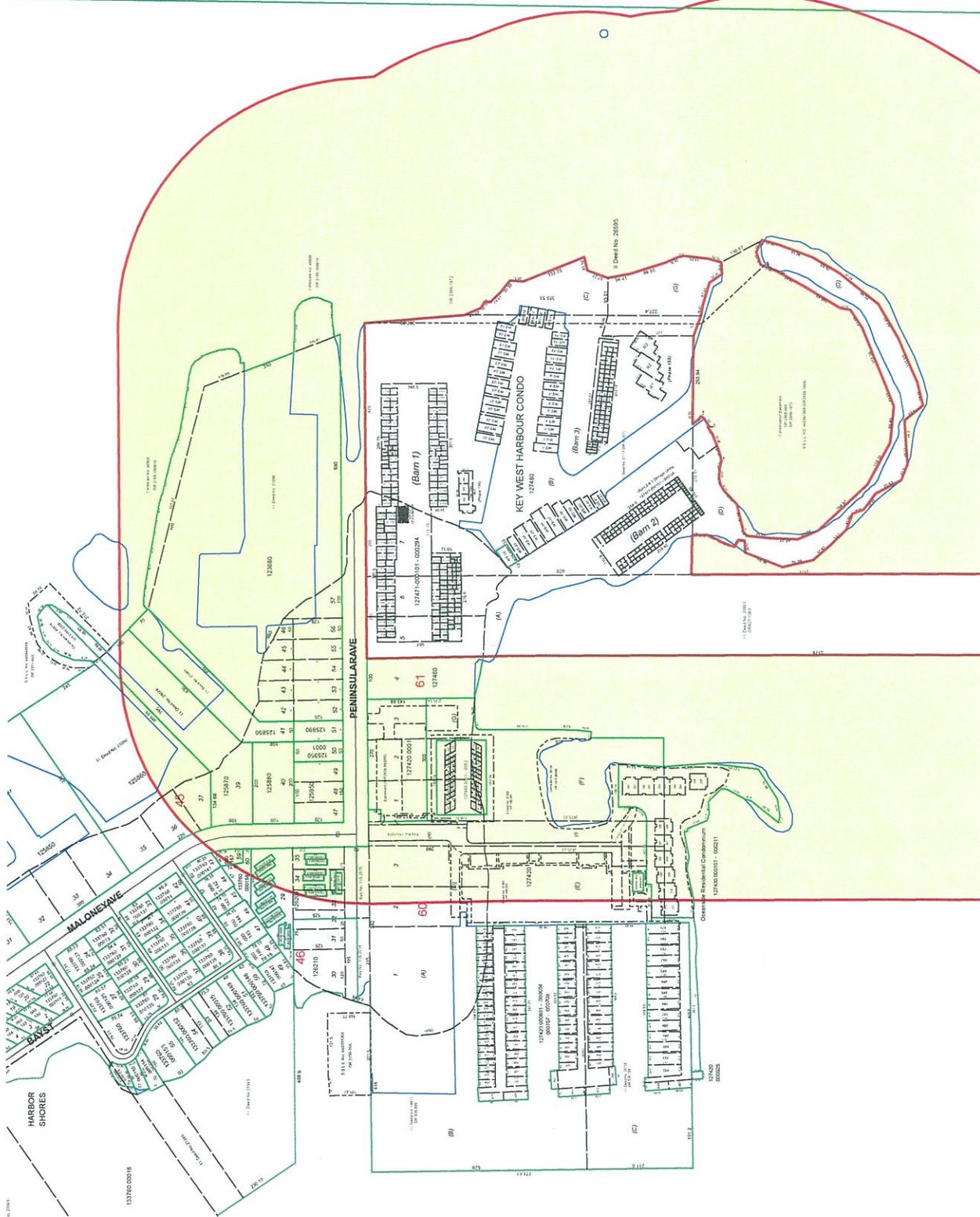
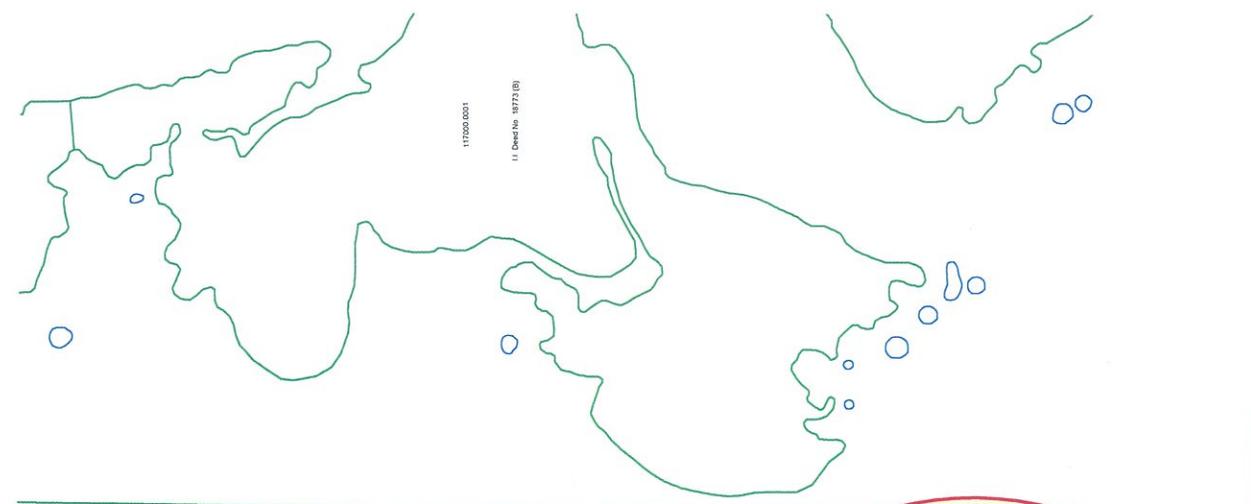
20TH ST

21ST ST

22ND ST

ParcelId	OwnerName	OwnerAddress1	OwnerAddress2	OwnerCityStZip
00124100-000000	CORAL HAMMOCK HOMEOWNERS ASSC INC	305 Whitehead St		Key West, FL 33040
00072081-000181	KINGDON DEVELOPMENT 4	234 N JEFFERSON ST		WATSEKA, IL 60970
00124140-000000	BANYAN GROVE RESIDENCES LTD	506 Fleming St		Key West, FL 33040
00072081-000210	POLONCIC STANLEY F	21805 N INGRAM CT		MARICOPA, AZ 85138
00124090-000000	APUKA LLC	7710 Red River Rd		West Palm Beach, FL 33411
00072081-000216	MARTIN KIMBERLY	50 Golf Club Dr		Key West, FL 33040
00072081-000183	WEISS ANTON M AND JUNGHI C	101 FRONT ST APT 4		KEY WEST, FL 33040
00072081-000184	SHERIDAN KATHLEEN H/W	7 Blithe Ct		Valley Cottage, NY 10989
00072081-000203	RASMUSSEN STEVEN P	18908 ST ALBERT DR		BROOKEVILLE, MD 20833
00072081-000211	LAKEWOOD ENTERPRISES INC	PO BOX 344		KEY WEST, FL 33041
00072081-000199	OPREY MAUREEN	32 Kingfisher Ln		Key West, FL 33040
00072081-000209	RADIOLOGY IN PARADISE LLC	40 Merganser Ln		Key West, FL 33040
00072081-000195	HAGEL MICHAEL A	3229 42nd Ave S		Minneapolis, MN 55406
00125350-000000	MONROE COUNTY	C/O FLAGLER VILLAGE LIMITED PARTNERSHIP LTD	815 PEACOCK PLZ	Key West, FL 33040
00072081-000196	ROYSE IILINKE S	38 Kingfisher Ln		Key West, FL 33040
00072081-000198	CARTER RICHARD A JR	34 KINGFISHER LN		KEY WEST, FL 33040
00072081-000201	MELANSON ADAM P	28 Kingfisher Ln		Key West, FL 33040
00072081-000208	LEWIS JOINT REV TR 4/5/2016	C/O LEWIS THOMAS A AND ROBERTA W TRUSTEES	31 Chenango St	Cazenovia, NY 13035
00072081-000202	LONDON JILL H/W	14664 HILLBROOK Ln N		CHAGRIN FALLS, OH 44022
00072082-002600	CITY OF KEY WEST	PO BOX 1409		KEY WEST, FL 33041
00072081-000197	STRAZZA STEVEN CHARLES	6 BOYD LN		RIVERSIDE, CT 06878
00072081-000189	SIMPSON NINA M	44 Kingfisher Ln		Key West, FL 33040
00072081-000204	STRINGFIELD EDWIN L	22 KINGFISHER LN		KEY WEST, FL 33040
00124140-000100	SPOTTSWOOD PARTNERS INC	500 FLEMING ST		KEY WEST, FL 33040
00072081-000185	KNIGHT CARY J	29 Kingfisher Ln		Key West, FL 33040
00072081-000190	WENZEL RICHARD D AND ELAINE S	530 KOCH RD		LINTHICUM HEIGHTS, MD 21090
00072081-000200	MASON JONATHON	630 Barry Ave		Summerland Key, FL 33042
00072081-000188	SCHNABEL DIANA	2773 LAMBAY CT		CAPE CORAL, FL 33991
00125380-000000	DE MARCO PIERGIORGIO DECLARATION OF TR 6/4/99	12824 Valewood Dr		Naples, FL 34119
00124100-000145	FOGLE STEPHEN ALAN JR	1700 BASSETT ST UNIT 712		DENVER, CO 80202
00124990-000114	KEY WEST TRAILERS LLC	1000 MARKET ST UNIT 300		PORTSMOUTH, NH 03801
00124100-000148	BOREN CAROLINE	2842 W Malory Blvd		Jupiter, FL 33458
00124100-000147	LAKEWOOD ENTERPRISES INC	PO BOX 344		KEY WEST, FL 33041
00125390-000000	MAC STORAGE LLC	5580 1st Ave		Key West, FL 33040
00124100-000108	JRU PROPERTY INVESTMENTS LLC	1155 N Carbonville Rd		Price, UT 84501
00124100-000128	FELLERS JUSTIN C	PO Box 420813		Summerland Key, FL 33042
00124940-000000	REFRESHMENT SERVICES INC	3400 Solar Ave		Springfield, IL 62707
00124990-000107	KWT LLC	1000 MARKET ST UNIT 300		PORTSMOUTH, NH 03801
00124990-000109	KWT LLC	1000 MARKET ST UNIT 300		PORTSMOUTH, NH 03801
00124100-000136	CORAL HAMMOCK RENTAL LLC	5750 2ND AVE		KEY WEST, FL 33040
00124760-000000	RIESI PIZZA LLC	1025 Sandys Way		Key West, FL 33040
00125360-000000	HOLLAND MINI STORAGE LLC	PO Box 6002		Key West, FL 33041
00125370-000000	SPOTTSWOOD PARTNERS II LTD	500 Fleming St		Key West, FL 33040
00124100-000118	35 CORAL WAY LLC	PO Box 2391		Key West, FL 33045
00124100-000117	TOMITA JUDY A	17 KEY HAVEN TER		KEY WEST, FL 33040
00124990-000103	KWT LLC	1000 MARKET ST UNIT 300		PORTSMOUTH, NH 03801
00124100-000155	LAKEWOOD ENTERPRISES INC	P O BOX 344		KEY WEST, FL 33041
00072081-000187	MCSHERRY DENISE L	4 Go Ln		Key West, FL 33040
00125340-000000	SPOTTSWOOD PARTNERS II LTD	500 Fleming St		Key West, FL 33040
00125380-000100	ROBERTS CHARLES F	5585 2nd Ave		Key West, FL 33040
00124100-000102	LACHLAN LLC	9 Jade Dr		Key West, FL 33040
00124990-000111	KWT LLC	1000 MARKET ST UNIT 300		PORTSMOUTH, NH 03801
00124990-000113	KWT LLC	1000 MARKET ST UNIT 300		PORTSMOUTH, NH 03801
00124100-000135	G AND G CORAL HAMMOCK LLC	118 Caribbean Dr E		Summerland Key, FL 33042
00125380-000300	HENSON DEBORAH A	1415 Atlantic Blvd		Key West, FL 33040
00124100-000111	CLAFFERTY SCOTT GREGORY	PO BOX 21		BEL AIR, MD 21014
00124100-000114	TORRES LIVIA	27 Coral Way		Key West, FL 33040
00124990-000112	KWT LLC	1000 MARKET ST UNIT 300		PORTSMOUTH, NH 03801
00124100-000131	BARTEL CORRINE M	38 Coral Way		Key West, FL 33040
00124100-000142	DZEMIASHKEVICH VIKTORIYA	6 Coral Way		Key West, FL 33040
00124100-000106	EMMA GROUP LLC	705 16TH AVE		BELMAR, NJ 07719
00124100-000124	LIBERATORE KASEY WILLIAMS H/W	47 Coral Way		Key West, FL 33040
00124100-000150	BEHMKE JOHN AND KAY	PO BOX 344		KEY WEST, FL 33041
00124100-000133	SCROGGINS HAROLD S AND DONNA	18784 SE JUPITER DR		JUPITER, FL 33458
00124100-000138	SKINNER GEORGIANNA	52 CORAL WAY UNIT 138		KEY WEST, FL 33040
00124100-000109	RILEY EMILY AND BRIAN	14525 SW MILLIKAN WAY		BEAVERTON, OR 97005
00124100-000116	TEXEIRA DAVID ALFRED	3 Amaryllis Dr		Key West, FL 33040
00124100-000122	CORAL HAMMOCK RENTAL LLC	5750 2nd Ave		Key West, FL 33040
00124100-000143	TUFO RONALD	8 Coral Way		Key West, FL 33040
00072081-000213	MCDONALD FREDDIE D TRUST 2/6/2014	370302 E 5700 Rd		Terlton, OK 74081
00072081-000186	KOROGHLIAN KASSIA H/W	191 7th Ave N		Naples, FL 34102
00072081-000180	KINGDON DEVELOPMENT NO 4 INC	234 N JEFFERSON ST		WATSEKA, IL 60970
00125380-000200	KEY WEST PROPERTY HOLDING COMPANY LLC	PO Box 286		Warren, VT 05674
00124100-000139	LAKEWOOD ENTERPRISES INC	PO Box 344		Key West, FL 33041
00124100-000132	VINTNER RESERVE LLC	274 Spruce St		Morgantown, WV 26505
00124100-000144	SILVERKING RENTAL PROPERTIES LLC	1424 S Roosevelt Blvd		Key West, FL 33040
00124100-000152	JABOUR ROBERT S REV TR 1/04/2007	1 CORAL WAY		KEY WEST, FL 33040
00124100-000126	CORAL HAMMOCK RENTALS 51-56 LLC	5750 2nd Ave		Key West, FL 33040
00124990-000102	KEY WEST TRAILERS LLC	1000 MARKET ST UNIT 300		PORTSMOUTH, NH 03801

00124990-000106	KEY WEST TRAILERS LLC	1000 MARKET ST UNIT 300	PORTSMOUTH, NH 03801
00124130-000000	LAND 10031 LLC	4900 W Hundred Rd	Chester, VA 23831
00124350-000000	SMITH KIT CARSON LEE	PO Box 11	Key West, FL 33041
00124100-000104	OTOKITI PATRICK ALIU AND LINNETTA	7806 FERNLEAF DR	ORLANDO, FL 32836
00124100-000125	TINES JEANETTE R LIVING TR AGREE DTD 4/9/03	14647 MALLARD LAKE DR	CHESTERFIELD, MO 63017
00124990-000110	KWT LLC	1000 MARKET ST UNIT 300	PORTSMOUTH, NH 03801
00124100-000141	CLARK JR ROBERT L	10510 Moxley Rd	Damascus, MD 20872
00125360-000100	MONROE COUNTY	1100 SIMONTON ST	KEY WEST, FL 33040
00124100-000120	FAHEY BARBARA J	39 CORAL WAY	KEY WEST, FL 33040
00124100-000121	SVENNINGSEN ROY A	41 CORAL WAY	KEY WEST, FL 33040
00125170-000000	SPOTTSWOOD PARTNERS II LTD	500 Fleming St	Key West, FL 33040
00124100-000103	SELLERS TARA L	5 Coral Way	Key West, FL 33040
00124100-000119	TRUJILLO DONALD E	37 Coral Way	Key West, FL 33040
00124100-000107	PIERCE BRIDGET	13 Coral Way	Key West, FL 33040
00124100-000113	BURRUSS INVESTMENTS LLC	702 White St	Key West, FL 33040
00124100-000115	BEHMKE ROBERT D AND PAULA S REV TRUST 3/14/2003	1409 Nut Tree Ln	Sonoma, CA 95476
00124100-000130	DEY JOSEPH S III	696 CEDAR GRV	ORANGE, CT 06477
00124100-000151	W.I.R.E.D. IN KEY WEST LLC	905 Truman Ave	Key West, FL 33040
00124100-000140	CORAL HAMMOCK RENTAL LLC	5750 2ND AVE	KEY WEST, FL 33040
00124100-000149	CORAL HAMMOCK RENTAL LLC	5750 2nd Ave	KEY WEST, FL 33040
00124100-000134	CORAL HAMMOCK RENTAL 44-48 LLC	5752 2ND AVE	Key West, FL 33040
00124100-000154	30 CORAL WAY LLC	3130 NORTHSIDE DR	KEY WEST, FL 33040
00124100-000129	DEY JOSEPH S III	60 RICHARD SWEET DR	WOODBRIIDGE, CT 06525
00124100-000105	LINDSEY BROCK A	118 Stone Brook	Morgantown, WV 26508
00124990-000116	SWIFT EDWIN O	201 Front St	Key West, FL 33040
00124100-000137	VOYTIK GARY J	2700 Westside Dr NW	Cleveland, TN 37312
00124110-000000	LAND 10031 LLC	4900 W Hundred Rd	Chester, VA 23831
00124530-000000	R AND S OF KEY WEST INC	PO Box 6032	Key West, FL 33041
00125420-000000	FUTURE INVESTMENTS OF KW LLC	PO Box 4801	Key West, FL 33041
00124100-000146	LOME STEVEN W	7549 N Oakley Ave	Chicago, IL 60645
00124100-000101	JABOUR ROBERT AND TERESA A	1 CORAL WAY	KEY WEST, FL 33040
00124100-000153	SCOTT RICHARD S	PO Box 1280	Shingletown, CA 96088
00124990-000104	KEY WEST TRAILERS LLC	1000 MARKET ST UNIT 300	PORTSMOUTH, NH 03801
00124990-000105	KEY WEST TRAILERS LLC	1000 MARKET ST UNIT 300	PORTSMOUTH, NH 03801
00124120-000000	LAND 10031 LLC	4900 W Hundred Rd	Chester, VA 23831
00072081-000179	KINGDON DEVELOPMENT #2 INC	234 N JEFFERSON	WATSEKA, IL 60970
00072081-000215	SCHURTENBERGER WALTER	2 Kingfisher Ln	Key West, FL 33040
00072081-000207	SKIBA BLAIR	16 Kingfisher Ln	Key West, FL 33040
00072081-000206	COOK TIMOTHY J AND GWENDOLYN K	3720 E THOMPSON RD	INDIANAPOLIS, IN 46237
00072081-000205	PARTNERS 6 LLC	20 Kingfisher Ln	Key West, FL 33040
00072081-000214	MCKERNAN MICHAEL J AND COLLEEN M	400 RIVERSIDE DR	ORMOND BEACH, FL 32176
00125410-000000	TELCOM SYSTEMS LTD	450 NE 1st Rd	Homestead, FL 33030
00125440-000000	SUNSET PARTY CAT INC	6300 3rd St	Key West, FL 33040
00124100-000112	23 CORAL WAY LLC	PO BOX 2521	KEY WEST, FL 33045
00124100-000110	QUINN ROBERT E	113 WYCKOFF AVE	MANASQUAN, NJ 08736
00124100-000127	TYCLAY LP	3908 RYALWOOD CT	VALRICO, FL 33596
00124990-000101	KWT LLC	1000 MARKET ST UNIT 300	PORTSMOUTH, NH 03801
00124990-000108	KWT LLC	1000 MARKET ST UNIT 300	PORTSMOUTH, NH 03801
00124990-000115	SLOANS LANDING LLC	201 FRONT ST	KEY WEST, FL 33040
00072081-000182	CALDERON MARJORIE	23 Kingfisher Ln	Key West, FL 33040
00072082-003200	CITY OF KEY WEST	PO BOX 1409	KEY WEST, FL 33041
00072081-003000	CITY OF KEY WEST FLORIDA	PO BOX 1409	KEY WEST, FL 33041
00072081-000000	KEY WEST GOLF CLUB HOMEOWNERS ASSOCIATION INC	305 Whitehead St	Key West, FL 33040
00072081-000000	KEY WEST GOLF CLUB HOMEOWNERS ASSOCIATION INC	305 Whitehead St	Key West, FL 33040
00072081-000000	KEY WEST GOLF CLUB HOMEOWNERS ASSOCIATION INC	305 Whitehead St	Key West, FL 33040



ParcelId	OwnerName	OwnerAddress1	OwnerAddress2	OwnerCityStZip
00125950-000000	WELLS KENNETH G	311 Caloosa Estates Dr		Labelle, FL 33935
00126200-001500	FOURNIER ROXANN	6900 Maloney Ave		Key West, FL 33040
00126200-000300	BEAM DAVID J	6900 Maloney Ave		Key West, FL 33040
00133760-000157	RAY JEREMY	1107 Key		Key West, FL 33040
00126200-001800	TORTUGA WEST HOUSING LLC	210 Front St		Key West, FL 33040
00126200-001200	NIX CATHERINE	6900 Maloney Ave		Key West, FL 33040
00126200-001600	TORTUGA WEST HOUSING LLC	201 Front St		Key West, FL 33040
00125950-000100	OROPEZA HELIO REVOCABLE TRUST 2/3/1995	224 Key Haven Rd		Key West, FL 33040
00126200-001300	CASTRO RICARDO F	6900 Maloney Ave		Key West, FL 33040
00126200-000100	LAYNE JUDITH	6900 Maloney Ave		Key West, FL 33040
00133760-000158	SIMS ROBERT JAMES AND NANCY W	7760 SW 167TH TER		PALMETTO BAY, FL 33157
00126200-001400	BLANCO LIANA M	6900 Maloney Ave		Key West, FL 33040
00125990-000000	BOWEN ALFRED	815 Peacock		Key West, FL 33040
00126200-001700	NODAL ALLISON	6900 Maloney Ave		Key West, FL 33040
00126200-000200	RIVERO MELISSA A	6900 Maloney Ave		Key West, FL 33040
00126200-000400	BARBER BERENICE	6900 Maloney Ave		Key West, FL 33040
00125880-000000	BACLE MONICA	15 Amayillis Dr		Key West, FL 33040
00126200-001100	NGUYEN VINCENT H	3321 31st Dr		Everett, WA 98201
00126200-000000	TORTUGA WEST HOMEOWNERS ASSOC	201 Front St		Key West, FL 33040
00127440-001600	BARTON DONALD J JR	1502 UNITED ST		KEY WEST, FL 33040
00127440-001800	MCKENDRY BRIAN T REVOCABLE LIVING TRUST 3/31/2016	80 Palm Dr		Key West, FL 33040
00127440-002500	KEY WEST 2016 LLC	200 Spectrum Center Dr		Irvine, CA 92618
00127420-000000	KEY WEST 2016 LLC	200 Spectrum Center Dr		Irvine, CA 92618
00127440-005200	MONTAGUE JUDITH	32B 9TH AVE		KEY WEST, FL 33040
00127430-000104	WANG ANN	137 Simonton St		Key West, FL 33040
00127430-000210	MICK CAROL L	PO BOX 763		DURHAM, NH 03824
00127440-001500	F DEPOT INC	4705 NW 132ND ST		OPA LOCKA, FL 33054
00127440-003200	KEY WEST 2016 LLC	200 Spectrum Center Dr		Irvine, CA 92618
00127440-004500	WALTERS CHARLES D AND STEPHANIE	525 DU PONT LN		KEY WEST, FL 33040
00127430-000102	MARY B REAL ESTATE LLC	3802 EAGLE AVE		KEY WEST, FL 33040
00127440-000900	KEY WEST 2016 LLC	200 Spectrum Center Dr		Irvine, CA 92618
00127440-003400	KEY WEST 2016 LLC	200 Spectrum Center Dr		Irvine, CA 92618
00127440-004300	KEY WEST 2016 LLC	200 Spectrum Center Dr		Irvine, CA 92618
00127430-000101	STUURMSA JAMES R AND ANN M	PO BOX 202		MACATAWA, MI 49434
00127430-000208	HURST BASIL J	246 MCCAUSLEY RD		HUBERT, NC 28539
00127440-000100	LUKOWSKI MICHAEL JOHN AND JUDITH ANN	2200 NW 24TH ST		GAINESVILLE, FL 32605
00127440-000800	KEY WEST 2016 LLC	200 Spectrum Center Dr		Irvine, CA 92618
00127440-002600	KEY WEST 2016 LLC	200 Spectrum Center Dr		Irvine, CA 92618
00127440-005100	KEY WEST 2016 LLC	200 Spectrum Center Dr		Irvine, CA 92618
00127430-000106	DASHER TED	4300 10th Ave S		Birmingham, AL 35222
00127440-001300	KEY WEST 2016 LLC	200 Spectrum Center Dr		Irvine, CA 92618
00127440-003000	KEY WEST 2016 LLC	200 Spectrum Center Dr		Irvine, CA 92618
00127440-004700	KEY WEST 2016 LLC	200 Spectrum Center Dr		Irvine, CA 92618
00127440-000600	REHM JR ALFRED F	2903 Falling Maple Dr NW		Irvine, CA 92618
00127440-000700	KEY WEST 2016 LLC	200 Spectrum Center Dr		Wilson, NC 27896
00127440-002000	KEY WEST 2016 LLC	200 Spectrum Center Dr		Irvine, CA 92618
00127440-002100	KEY WEST 2016 LLC	200 Spectrum Center Dr		Irvine, CA 92618
00127430-000201	GIBBS ION M	703 Greens Ave		Irvine, CA 92618
00127440-002300	FOWLER CHARLES	7251 NW 6TH ST		Winter Park, FL 32789
00127440-003700	KEY WEST 2016 LLC	200 Spectrum Center Dr		PLANTATION, FL 33317
00127440-004000	KEY WEST 2016 LLC	200 Spectrum Center Dr		Irvine, CA 92618
00127420-000100	KEY WEST 2016 LLC	200 Spectrum Center Dr		Irvine, CA 92618
00127440-001900	SCHOEPKE CRAIG	7600 Landmark Way		Irvine, CA 92618
00127440-003300	KEY WEST 2016 LLC	200 Spectrum Center Dr		Greenwood Village, CO 80111
00127440-004400	KEY WEST 2016 LLC	200 Spectrum Center Dr		Irvine, CA 92618
00127430-000202	LAMB BARBARA H REV TRUST 06/29/1983	832 97th Ave N		Irvine, CA 92618
00127430-000203	MARY B REAL ESTATE LLC	3802 Eagle Ave		Naples, FL 34108
00127440-000300	LUKOWSKI JUDITH ANN	4701 NE 40th Ter		Key West, FL 33040
00127440-003800	MARLIN INTEGRATED CAPITAL III LLC	C/O MCCANN MICHELLE CPA	180 SUGARLOAF DR	Gainesville, FL 32609
00127440-003900	KEY WEST 2016 LLC	200 Spectrum Center Dr		SUMMERLAND KEY, FL 33042
00127430-000103	MILES GAY C	404 SANDFIDDLER CT		Irvine, CA 92618
00127430-000110	WALTERS CHARLES D AND STEPHANIE A	525 DU PONT LN		MOREHEAD CITY, NC 28557
00127430-000206	HUB FLORIDA LLC	2673 Solomons Island Rd		KEY WEST, FL 33040
00127440-002800	KEY WEST 2016 LLC	200 Spectrum Center Dr		Edgewater, MD 21037
00127440-003500	KEY WEST 2016 LLC	200 Spectrum Center Dr		Irvine, CA 92618
00127440-004200	KEY WEST 2016 LLC	200 Spectrum Center Dr		Irvine, CA 92618
00127440-004900	KEY WEST 2016 LLC	200 Spectrum Center Dr		Irvine, CA 92618
00127440-000200	WHITEHEAD BRIAN J	49 SUNSET KEY DR		Irvine, CA 92618
00127440-001100	WERLING JR WARREN	PO Box 420152		KEY WEST, FL 33040
00127440-003600	KEY WEST 2016 LLC	200 Spectrum Center Dr		Summerland Key, FL 33042
00127440-004100	KEY WEST 2016 LLC	200 Spectrum Center Dr		Irvine, CA 92618
00127430-000105	JACQUES GARY L REVOCABLE TRUST 6/7/2006	812 Meadow Ln		Irvine, CA 92618
00127430-000107	APKW HOLDINGS LLC	PO Box 450		South Hutchinson, KS 67505
00127430-000209	STAFFORD TERESA	7B-20-22 ONSLOW AVE		Chestertown, MD 21620
00127430-000211	MOREAN WILLIAM D LV TR DTD 4-7-81 AND REST 11-3-93	2201 4TH ST N STE 201		ELIZABETH BAY, NSW 2011 SW 2011
00127440-003100	CHEYENNE HOLDINGS LIMITED PARTNERSHIP	2201 4TH ST N STE 201		SAINT PETERSBURG, FL 33704
00127440-004600	DBGB REVOCABLE LIVING TRUST	C/O BERRYHILL GLENNA TRUSTEE	26 Hina St	SAINT PETERSBURG, FL 33704
00127440-001200	AMBUSH HOOK LINE AND SINKER LLC	5600 Penneck Point Rd		Hilo, HI 96720
00127440-001400	SUNSET INVESTORS LLC	4400 PAPA JOE HENDRICK BLVD		Jupiter, FL 33458
00127440-002900	KEY WEST 2016 LLC	200 Spectrum Center Dr		CHARLOTTE, NC 28262
00127440-004800	KEY WEST 2016 LLC	200 Spectrum Center Dr		Irvine, CA 92618
00127430-000109	GARRITANO ANTHONY	5960 PENINSULA AVE		Irvine, CA 92618
00127430-000111	SCHOEPKE CRAIG A AND NANCY C	29550 WEST CAHILL CT		Key West, FL 33040
00127430-000205	FOLEY WALTER ALLEN	PO BOX 781		BIG PINE KEY, FL 33043
00127430-000207	OCEANSIDE GRANTOR TRUST 5/30/2018	C/O SILVERLEAF ADVISORS LLC, TRUSTEE	9115 STRADA PL #5407	CROCKETT, TX 75835
00127440-002700	KEY WEST 2016 LLC	200 Spectrum Center Dr		Naples, FL 34108
00127440-005000	KEY WEST 2016 LLC	200 Spectrum Center Dr		Irvine, CA 92618
00127430-000204	BOYD JOHN L	6781 Olive Branch Rd		Irvine, CA 92618
00127440-000400	KEY WEST 2016 LLC	200 Spectrum Center Dr		Oregonia, OH 45054
00127440-000500	BENEDETTO GEORGE M	4421 JEFFERSON HWY		Irvine, CA 92618
				JEFFERSON, LA 70121

00127440-002200	KEY WEST 2016 LLC	200 Spectrum Center Dr	Irvine, CA 92618
00127440-001000	BLUEWATER INVESTMENT LP	142 JOHN F KENNEDY DR	LAKE WORTH, FL 33462
00127440-001700	MARLIN INTEGRATED CAPITAL III LLC	180 SUGARLOAF DR	SUMMERLAND KEY, FL 33042
00127440-002400	FLEMING ENTERPRISES LLC	16101 LA GRANDE DR	LITTLE ROCK, AR 72223
00127471-000216	EG ENTERPRISES LLC	6758 Danah Ct	Fort Myers, FL 33908
00127477-000121	SH MARINAS 6000 LLC	506 Fleming St	Key West, FL 33040
00127471-000159	BAILEY PROPERTIES LLC	5601 2nd St W	Lehigh Acres, FL 33971
00127477-000115	SH MARINAS 6000 LLC	506 Fleming St	Key West, FL 33040
00127477-000112	SH MARINAS 6000 LLC	506 Fleming St	Key West, FL 33040
00127477-000102	SH MARINAS 6000 LLC	506 Fleming St	Key West, FL 33040
00127477-000109	SH MARINAS 6000 LLC	506 Fleming St	Key West, FL 33040
00127471-000129	HURST BASIL J	5960 Peninsular Ave	Key West, FL 33040
00127471-000179	NEUBERGER RENE AMEN AND RESTATE INTER VIVOS DEC TR	502 Washington Ave	Towson, MD 21204
00127471-000104	ASPINWALL FAMILY TR AG 5/18/2011	316 Nautilus Ct	Fort Myers, FL 33908
00127471-000205	SPIROS JAMES D TRUST 2/22/2013	27 E Liberty Ln	Danville, IL 61832
00127477-000124	SPIROS JAMES D TRUST 2/22/2013	27 E Liberty Ln	Danville, IL 61832
00127477-000105	SH MARINAS 6000 LLC	506 Fleming St	Key West, FL 33040
00127471-000248	BEVERIDGE MARK RICHARD	425 Caroline St	Key West, FL 33040
00127471-000260	HAYMAKER JAMES	326 Whitehead St	Key West, FL 33040
00127474-000128	KEY WEST 80 LLC	26640 Edgewood Rd	Excelsior, MN 55331
00127471-000130	COOPER DIANE	1108 Truman Ave	Key West, FL 33040
00127471-000178	SPELIOS LOUIS G REV TRUST 01/13/2004	1417 Catherine St	Key West, FL 33040
00127477-000111	SH MARINAS 6000 LLC	506 Fleming St	Key West, FL 33040
00127477-000110	SH MARINAS 6000 LLC	506 Fleming St	Key West, FL 33040
00127475-000132	SH MARINAS 6000 LLC	506 Fleming St	Key West, FL 33040
00125870-000000	BACLE MONICA	15 Amaryllis Dr	Key West, FL 33040
00127420-000602	KEY WEST 2016 LLC	200 Spectrum Center Dr	Irvine, CA 92618
00127420-000616	KEY WEST 2016 LLC	200 Spectrum Center Dr	Irvine, CA 92618
00127420-000619	ROGGERO HARRY J JR LIVING TRUST 10/1/2012	21 PARKER AVE	NEWPORT, RI 02840
00127420-000620	KEY WEST 2016 LLC	200 Spectrum Center Dr	Irvine, CA 92618
00127420-000633	OYSTER POINT PROPERTIES LLC	105 E ST	HAMPTON, VA 23661
00127420-000670	BENNETT RICHARD B REV TRUST 05/09/2001	5967 Gordon Rd	Hickory, NC 28602
00127420-000683	FUGARI AIR LLC	PO Box 958	Canyon, TX 79015
00127420-000684	MOREAN WILLIAM D LV TR DTD 4-7-81 AND REST 11-3-93	2201 4TH ST N STE 201	SAINT PETERSBURG, FL 33704
00127420-000615	SHEFFLER BARBARA K	2510 CHAGRIN RIVER RD	CHAGRIN FALLS, OH 44022
00127420-000624	SCHOEPEKE CRAIG A AND NANCY C	29550 WEST CAHILL CT	BIG PINE KEY, FL 33043
00127420-000649	KEY WEST 2016 LLC	200 Spectrum Center Dr	Irvine, CA 92618
00127420-000654	KEY WEST 2016 LLC	200 Spectrum Center Dr	Irvine, CA 92618
00127420-000679	BENEDETTO GEORGE	4421 JEFFERSON HWY	JEFFERSON, LA 70121
00127420-000688	COLLINS J FRED	63 DOLPHIN COVE QUAY	STAMFORD, CT 06902
00127420-000609	HARLOW JAMES MYRON DECLARATION TRUST 12/7/2001	16657 HOLLY LN	SUMMERLAND KEY, FL 33042
00127420-000626	KEY WEST 2016 LLC	200 Spectrum Center Dr	Irvine, CA 92618
00127420-000643	BLUE WATER OE LLC	1420 C of E Dr	Emporia, KS 66801
00127420-000660	FOLEY WALTER AND KAY TRUST 4/16/07	875 W Loop 304	Crockett, TX 75835
00127420-000677	PORTER POWELL DOUGLAS	95510 Overseas Hwy	Key Largo, FL 33037
00127420-000694	CALYPSO WATER SPORTS AND CHARTERS	257 ATLANTIC BLVD	KEY LARGO, FL 33037
00127420-000603	CONKLIN REID	3314 NORTHSIDE DR APT 135	KEY WEST, FL 33040
00127420-000617	KEY WEST 2016 LLC	120 Vantis Dr	Aliso Viejo, CA 92656
00127420-000618	KEY WEST 2016 LLC	200 Spectrum Center Dr	Irvine, CA 92618
00127420-000653	KEY WEST 2016 LLC	200 Spectrum Center Dr	Irvine, CA 92618
00127420-000667	FREE SALLY A	136 SW 58th St	Cape Coral, FL 33914
00127420-000668	WARD MICHAEL	5967 Gordon Rd	Hickory, NC 28602
00127420-000601	KEY WEST 2016 LLC	200 Spectrum Center Dr	Irvine, CA 92618
00127420-000634	KEY WEST 2016 LLC	200 Spectrum Center Dr	Irvine, CA 92618
00127420-000651	SEAFOUR HOLDINGS LLC	610 Via Ravello	Irvine, CA 92618
00127420-000652	HARLOW JAMES MYRON DECTR 12/7/2001	16657 HOLLY LN	Irvine, TX 75039
00127420-000669	BARRETT PAUL L/E	PO BOX 5888	SUMMERLAND KEY, FL 33042
00127420-000605	KEY WEST 2016 LLC	200 Spectrum Center Dr	KEY WEST, FL 33045
00127420-000630	LEE JAMES A	PO Box 1022	Irvine, CA 92618
00127420-000648	MCCARTHY CHRISTOPHER	PO Box 249	Anoka, MN 55303
00127420-000655	KEY WEST 2016 LLC	200 Spectrum Center Dr	Seabrook, NH 03873
00127420-000673	HARLOW JAMES MYRON DECLARATION TRUST 12/7/2001	200 Spectrum Center Dr	Irvine, CA 92618
00127420-000632	MICK CAROL L	16657 HOLLY LN	SUMMERLAND KEY, FL 33042
00127420-000639	KEY WEST 2016 LLC	PO BOX 763	DURHAM, NH 03824
00127420-000646	SIMONDS ROBERT BRADLEY	200 Spectrum Center Dr	Irvine, CA 92618
00127420-000682	SHATT J MURRAY AND MARY H	17131 SEA GRAPE LN	SUGARLOAF KEY, FL 33042
00127420-000689	SUNSET INVESTORS LLC	PO BOX 420488	SUMMERLAND KEY, FL 33042
00127420-000708	FOLEY WALTER AND KAY TRUST 4/16/07	4400 PAPA JOE HENDRICK BLVD	CHARLOTTE, NC 28262
00127420-000604	DEMANNEY ROY	875 W Loop 304	Crockett, TX 75835
00127420-000631	ROWLEY RICHARD D AND PATRICIA M	804 25th Ave W	Palmetto, FL 34221
00127420-000638	WHITEHEAD BRIAN	PO BOX 125	AUSTINBURG, OH 44010
00127420-000640	BIRMINGHAM IRONWORKS INC	49 SUNSET KEY DR	KEY WEST, FL 33040
00127420-000674	BENNETT GLENN	9107 CHERRY RD	VERMILION, OH 44089
00127420-000612	KEY WEST 2016 LLC	350 Park Dr	Moorestown, NJ 08057
00127420-000623	COTTIS JOHN DEC TRUST 5/28/2008	200 Spectrum Center Dr	Irvine, CA 92618
00127420-000697	SMITH KEITH MD PROFITSHARING PLAN 1/1/1987	17258 DOLPHIN ST	SUGARLOAF SHORES, FL 33042
00127420-000662	KEY WEST 2016 LLC	PO Box 1267	Sumas, WA 98295
00127420-000666	NASET PROPERTIES LLC	200 Spectrum Center Dr	Irvine, CA 92618
00127420-000680	EDEA ANTONIO OF FLORIDA LLC	20717 6th Ave W	Summerland Key, FL 33042
00127420-000687	DUKE JOHN O REV TRUST 10/11/2013	14 Nassau Dr	Metairie, LA 70005
00127420-000691	ROWLEY RICHARD AND PATRICIA	28555 Jolly Roger Dr	Summerland Key, FL 33042
00127420-000610	KEY WEST 2016 LLC	PO BOX 125	AUSTINBURG, OH 44010
00127420-000625	KEY WEST 2016 LLC	200 Spectrum Center Dr	Irvine, CA 92618
00127420-000659	CAYO HUESO INVESTMENTS LNC	200 Spectrum Center Dr	Irvine, CA 92618
00127420-000661	KEY WEST 2016 LLC	6511 MALONEY AVE LOT 6	KEY WEST, FL 33040
00127420-000676	CVS OF SE MISSOURI PROFIT SHARING PLAN	200 Spectrum Center Dr	Irvine, CA 92618
00127420-000707	FOLEY WALTER AND KAY TRUST 4/16/07	662 PALOMA CIRCLE	MESQUITE, NV 89027
00127460-000000	UNITED STATES OF AMERICA	875 W Loop 304	Crockett, TX 75835
00127471-000119	DELPHIFISHING MEDIA INC	C/O FEDERAL AVIATION ADMINISTRATION - US DEPT OF TRANSP 800 Independence SW Ave	Washington, DC 20591
00127471-000183	FOWLER CONNIE L	183 Venetian Way	Summerland Key, FL 33042
00127477-000120	HURST BASIL J	1716 South St	Key West, FL 33040
		5960 Peninsular Ave	Key West, FL 33040

00127477-000119	SH MARINAS 6000 LLC	506 Fleming St	Key West, FL 33040
00127471-000264	CORBITT JOHN D	142 John F Kennedy Dr	Atlanta, FL 33462
00127471-000292	HURST BASIL J	246 McCausley Rd	Hubert, NC 28539
00127477-000113	SH MARINAS 6000 LLC	506 Fleming St	Key West, FL 33040
00127477-000116	SH MARINAS 6000 LLC	506 Fleming St	Key West, FL 33040
00127477-000106	SH MARINAS 6000 LLC	506 Fleming St	Key West, FL 33040
00127471-000118	MY BOY CLYDE LLC	15859 Little Eagle Creek Ave	Westfield, IN 46074
00127477-000122	SH MARINAS 6000 LLC	506 Fleming St	Key West, FL 33040
00127477-000108	SH MARINAS 6000 LLC	506 Fleming St	Key West, FL 33040
00127471-000182	SALERNO ANTHONY L	114 Sinclair Dr	Norton Shores, MI 49441
00127471-000254	3 G'S KEYS LLC	8541 Belle Meade Dr	Fort Myers, FL 33908
00127471-000294	JONES LLC	1023 Johnson St	Key West, FL 33040
00127477-000101	SH MARINAS 6000 LLC	506 Fleming St	Key West, FL 33040
00127477-000103	SH MARINAS 6000 LLC	506 Fleming St	Key West, FL 33040
00127471-000204	HUNKER WAYDE	7 Park Meadows Dr	Fairfield, OH 45014
00127471-000213	OYEME IV LLC	PO Box 787	Key West, FL 33041
00127477-000104	SH MARINAS 6000 LLC	506 Fleming St	Key West, FL 33040
00127477-000107	SH MARINAS 6000 LLC	506 Fleming St	Key West, FL 33040
00127471-000177	ASPINWALL GARY	5823 Riverside Ln	Fort Myers, FL 33919
00127471-000265	FINSTROM JON K	3949 Evans Ave	Fort Myers, FL 33901
00127471-000267	1018 TRUMAN LLC	PO Box 856	Powder Springs, GA 30127
00127471-000171	MANAGEMENT CONTROLS LLC	PO Box 2058	Auburn, ME 04211
00127471-000174	HURST BASIL J	5960 Peninsular Ave	Key West, FL 33040
00127471-000268	HOLMES PETER F	12 Wildwood Ln	Scarborough, ME 04074
00127480-000000	SH MARINAS 6000 LLC	506 Fleming St	Key West, FL 33040
00127471-000122	SALERNO ANTHONY L	114 Sinclair Dr	Norton Shores, MI 49441
00127471-000180	SPELIOS LOUIS G REV TRUST 01/13/2004	1417 Catherine St	Key West, FL 33040
00127477-000123	SH MARINAS 6000 LLC	506 Fleming St	Key West, FL 33040
00127477-000118	3 G'S KEYS LLC	8541 Belle Meade Dr	Fort Myers, FL 33908
00127420-000608	KEY WEST 2016 LLC	200 Spectrum Center Dr	Irvine, CA 92618
00127420-000627	ANN ANN	137 Simonton St	Key West, FL 33040
00127420-000642	POWELL STEVE AND LETISIA	3535 17TH TER	Key West, FL 33040
00127420-000644	MCSWEEN MIKE AND NANCY	1422 HARMONY ST	NEW ORLEANS, LA 70115
00127420-000678	DEMAURO ROBERT AND KIMBERLY CURRY (H/W)	17195 KINGFISH LN W	SUMMERLAND KEY, FL 33042
00127420-000693	CALYPSO WATER SPORTS AND CHARTERS INC	257 ATLANTIC BLVD	KEY LARGO, FL 33037
00127420-000613	HENDERSON ROBIN M	PO BOX 2515	KEY WEST, FL 33045
00127420-000622	WILKES GEORGE A REVOCABLE TRUST 10/27/2004	143 RAINBOW DR #4350	LIVINGSTON, TX 77399
00127420-000647	KEYSTER LLC	12003 NW 112TH AVE	ALACHUA, FL 32615
00127420-000656	KEY WEST 2016 LLC	200 Spectrum Center Dr	Irvine, CA 92618
00127420-000681	MARY B REAL ESTATE LLC	3802 Eagle Ave	Key West, FL 33040
00127420-000690	WALLY WORLD PROPERTIES LLC	C/O MCCANN MICHELLE	Sugarloaf Key, FL 33042
00127420-000606	MORGAN HUGH J	404 SOUTH ST	KEY WEST, FL 33040
00127420-000629	ROGGERO HARRY J JR LIVING TRUST 10/1/2012	21 PARKER AVE	NEWPORT, RI 02840
00127420-000663	KEY WEST 2016 LLC	200 Spectrum Center Dr	Irvine, CA 92618
00127420-000665	STARK JOHN TRUST AGREEMENT 12/15/1995	5940 Fall River Dr	New Port Richey, FL 34655
00127420-000672	RICHARDS DEAN ALLEN JR AND SIDWELL SANDRA MAY LIV TRUS	C/O RICHARDS DEAN ALLEN JR TRUSTEE	1719 Pembroke Jones Dr
00127420-000611	KEY WEST 2016 LLC	200 Spectrum Center Dr	Wilmington, NC 28405
00127420-000628	APPELLIS MICHEL	1414 NEWTON ST	Irvine, CA 92618
00127420-000641	KEY WEST 2016 LLC	200 Spectrum Center Dr	KEY WEST, FL 33040
00127420-000645	DBGB REVOCABLE LIVING TRUST 7/10/2000	C/O BERRYHILL DONALD J AND GLENNA TRUSTEES	26 Hina St
00127420-000658	MAGGIO LEONA J	PO BOX 2147	Hilo, HI 96720
00127420-000675	CARDENAS DEBORAH H/W	809 Fleming St	KEY WEST, FL 33045
00127420-000692	C SERVICE LLC	3410 Ridgewood Rd NW	Key West, FL 33040
00127420-000635	GAYNOR RICHARD G	2320 DRUSILLA LN	Atlanta, GA 30327
00127420-000636	SMITH KEITH A	PO Box 1267	BATON ROUGE, LA 70809
00127420-000650	LOW KEY CHARTER SERVICES INC	6800 MALONEY AVE LOT 47	Sumas, WA 98295
00127420-000685	BACKWALL PARTNERS LLC	3605 S BEACH DR	KEY WEST, FL 33040
00127420-000686	MARLIN INTEGRATED CAPITAL III LLC	180 SUGARLOAF DR	TAMPA, FL 33629
00125890-000000	BOWEN ALFRED	815 Peacock	SUMMERLAND KEY, FL 33042
00125860-000000	BACLE MONICA	15 Amaryllis Dr	Key West, FL 33040
00127471-000120	SH MARINAS 6000 LLC	506 Fleming St	Key West, FL 33040
00127477-000114	SH MARINAS 6000 LLC	506 Fleming St	Key West, FL 33040
00127477-000117	3 G'S KEYS LLC	8541 Belle Meade Dr	Key West, FL 33040
00127471-000101	SPANISH FLY ENTERPRISES INC	1009 Niles Rd	Fort Myers, FL 33908
00127420-000607	KEY WEST 2016 LLC	200 Spectrum Center Dr	Summerland Key, FL 33042
00127420-000614	KEY WEST 2016 LLC	200 Spectrum Center Dr	Irvine, CA 92618
00127420-000621	KEY WEST 2016 LLC	200 Spectrum Center Dr	Irvine, CA 92618
00127420-000657	ENVECORE LLC	108 13TH St	Irvine, CA 92618
00127420-000664	SCHOEPKE CRAIG A AND NANCY C	29550 WEST CAHILL CT	Wilmington, DE 19801
00127420-000671	WALTERS CHARLES D AND STEPHANIE	525 DU PONT LN	BIG PINE KEY, FL 33043
00121840-000000	USA DEPARTMENT OF FISH AND WILDLIFE	1875 Century Blvd NE	KEY WEST, FL 33040
00123680-000000	LEJEUNE AIRPORT PARK SUITES, INC	7685 NW 12th St	Atlanta, GA 30345
00127471-000296	RAISBECK DAVID W	1298 Isabel Dr	Miami, FL 33126
			Sanibel, FL 33957



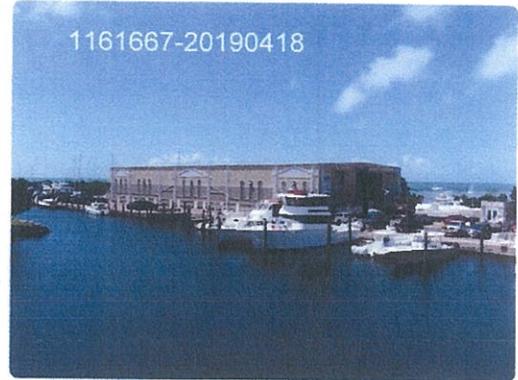
**Disclaimer**

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 00127480-000000  
 Account# 1161667  
 Property ID 1161667  
 Millage Group 110A  
 Location 6000 PENINSULAR Ave, STOCK ISLAND  
 Address  
 Legal STOCK ISLAND MALONEY SUB PB1-55 LOTS 5-6-7 SQR 61 & ADJ BAY BTM & ADJ  
 Description PARCEL (LESS KEY WEST HARBOUR CONDOMINIUM) OR427-1063(II DEED 20903) OR472-272/273Q OR493-890 OR638-181 OR638-182 OR638-184/185 OR919-611/613 OR938-272/273 OR938-274/275Q/C OR938-276 OR965-1029/1033 OR965-1034/1039 OR965-1119/1122 OR977-881/884 OR981-544/548C(II DEED 26595) OR981-549/553C OR1139-336/338 OR1139-339/341 OR1139-342/345 OR1428-579/80/ CERT OR2222-457/59 OR2222-460/61 OR2365-351/354(REST) OR2366-1097/1318DEC OR2387-371/420AMD OR2388-701/732AMD OR2632-1501/1535(TERMINATION) OR2632-1538/1577(DEC) OR2632-1581/1656(DEC) OR2954-0815  
 (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 No  
 Housing



**Owner**

SH MARINAS 6000 LLC  
 506 Fleming 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	\$20,409,717	\$20,409,717	\$20,409,717	\$20,409,717
= Just Market Value	\$20,409,717	\$20,409,717	\$20,409,717	\$20,409,717
= Total Assessed Value	\$20,409,717	\$20,409,717	\$20,409,717	\$20,409,717
- School Exempt Value	\$0	\$0	\$0	\$0
= School Taxable Value	\$20,409,717	\$20,409,717	\$20,409,717	\$20,409,717

**Land**

Land Use	Number of Units	Unit Type	Frontage	Depth
COMMERCIAL WATERFRON (100W) (9500)	586,753.00	Square Foot	0	0
	13.23	Acreage	0	0

**Commercial Buildings**

Style REST/CAFET-A- / 21A  
 Gross Sq Ft 10,124  
 Finished Sq Ft 6,517  
 Perimeter 0  
 Stories 2

Interior Walls  
 Exterior Walls C.B.S.  
 Quality 400 ()  
 Roof Type GABLE/HIP  
 Roof Material METAL  
 Exterior Wall1 C.B.S.  
 Exterior Wall2  
 Foundation CONCRETE SLAB  
 Interior Finish  
 Ground Floor Area  
 Floor Cover  
 Full Bathrooms 4  
 Half Bathrooms 0  
 Heating Type  
 Year Built 2008  
 Year Remodeled  
 Effective Year Built 2008  
 Condition

Code	Description	Sketch Area	Finished Area	Perimeter
FLA	FLOOR LIV AREA	6,517	6,517	0
OPF	OP PRCH FIN LL	2,172	0	0
OUF	OP PRCH FIN UL	1,435	0	0
<b>TOTAL</b>		<b>10,124</b>	<b>6,517</b>	<b>0</b>

Style APTS-A / 03A  
 Gross Sq Ft 7,560  
 Finished Sq Ft 5,344  
 Perimeter 0  
 Stories 1  
 Interior Walls  
 Exterior Walls C.B.S.  
 Quality 400 ()  
 Roof Type GABLE/HIP  
 Roof Material METAL  
 Exterior Wall1 C.B.S.  
 Exterior Wall2  
 Foundation CONCRETE SLAB  
 Interior Finish  
 Ground Floor Area  
 Floor Cover  
 Full Bathrooms 3  
 Half Bathrooms 0  
 Heating Type  
 Year Built 2008  
 Year Remodeled  
 Effective Year Built 2008  
 Condition

Code	Description	Sketch Area	Finished Area	Perimeter
FLA	FLOOR LIV AREA	5,344	5,344	0
OPU	OP PR UNFIN LL	928	0	0
OPF	OP PRCH FIN LL	1,288	0	0
<b>TOTAL</b>		<b>7,560</b>	<b>5,344</b>	<b>0</b>

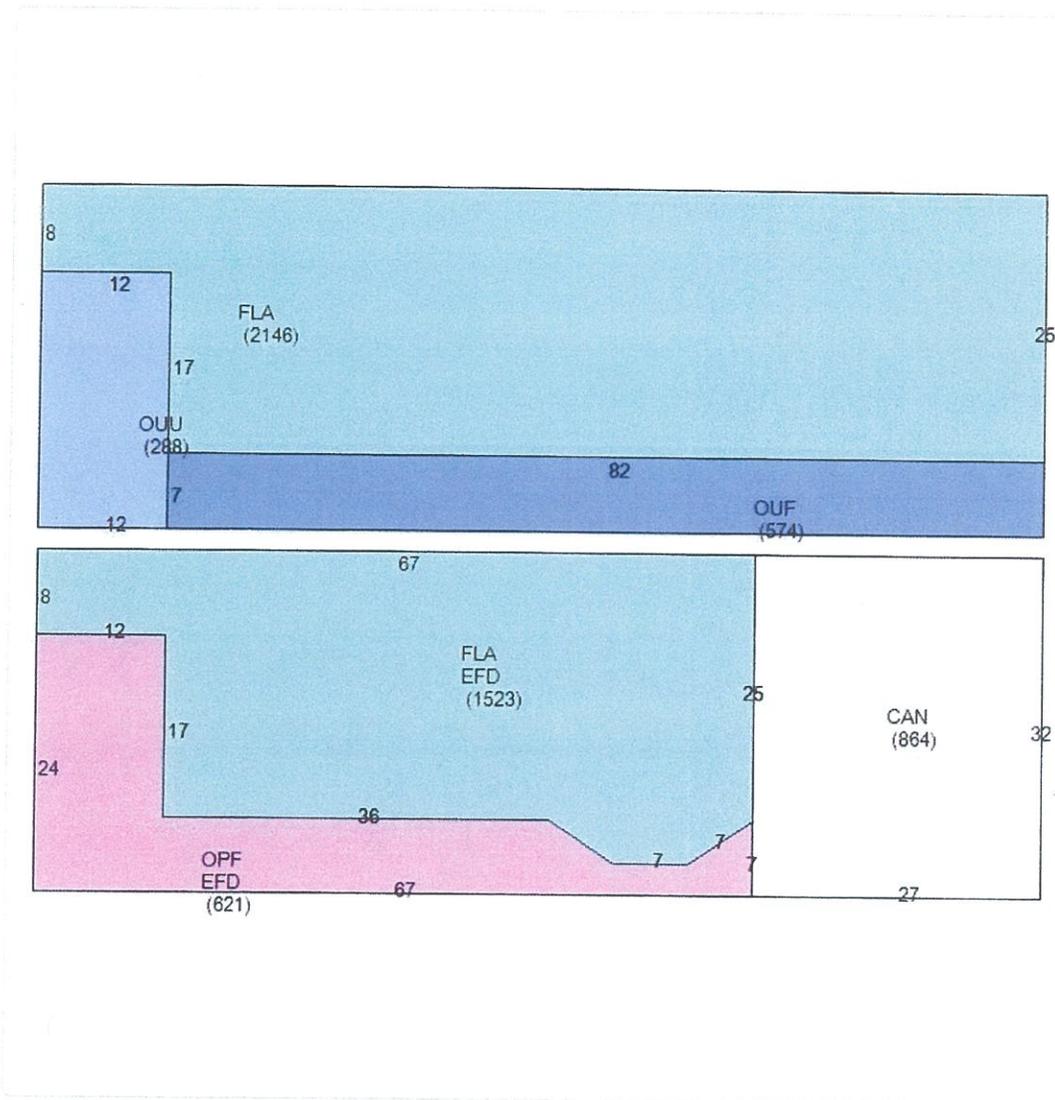
Style MARINA/AUTO/BUS TERM / 27A  
 Gross Sq Ft 8,160  
 Finished Sq Ft 3,669  
 Perimeter 1,346  
 Stories 2  
 Interior Walls  
 Exterior Walls C.B.S.  
 Quality 400 ()  
 Roof Type GABLE/HIP  
 Roof Material METAL  
 Exterior Wall1 C.B.S.  
 Exterior Wall2  
 Foundation CONCRETE SLAB  
 Interior Finish  
 Ground Floor Area  
 Floor Cover  
 Full Bathrooms 2  
 Half Bathrooms 0

08100591	3/14/2008	8/6/2008	\$300,000	Commercial	Fire Pump Houses 3 each
08100437	3/5/2008	8/6/2008	\$60,000	Commercial	Fire Alarm System
07101988	12/12/2007	8/6/2008	\$210,000	Commercial	AFFORDABLE 1 OF 3 HOUSING
07104239	10/30/2007	8/6/2008	\$6,000	Commercial	Maintenance Dredging
07102102	10/12/2007	6/9/2008	\$1,418,300	Commercial	#1 Boat Barn
07103104	10/12/2007	6/9/2008	\$650,000	Commercial	#3 BOAT BARN
07101987	9/26/2007	8/6/2008	\$300,000	Commercial	Dockmaster/Ship Store
07101989	9/26/2007	8/6/2008	\$260,000	Commercial	Unit A SFR
07101996	9/26/2007	8/6/2008	\$1,600,000	Commercial	New Club House
07103048	9/26/2007	8/6/2008	\$210,000	Commercial	Affordable Housing 2 of 3 Units
07103049	9/26/2007	8/6/2008	\$210,000	Commercial	Affordable Housing 3 of 3 Units
07104118	9/26/2007	8/6/2008	\$260,000	Commercial	Unit B SFR
07104122	9/26/2007	8/6/2008	\$260,000	Commercial	Unit C SFR
07103108	9/4/2007	8/6/2008	\$300,000	Commercial	Seawall Repair Cap
07102727	8/8/2007	8/6/2008	\$245,317	Commercial	Underground Storage Tanks
07102547	6/14/2007	8/6/2008	\$155,000	Commercial	Club House Foundation Only
07102549	6/14/2007	8/6/2008	\$845,900	Commercial	Boat Storage Bldg 1
07102550	6/14/2007	8/6/2008	\$98,000	Commercial	Boat Bldg 3 Foundation only
07102551	6/14/2007	8/6/2008	\$227,999	Commercial	Boat Bldg 2 Foundation only
07102552	6/14/2007	8/6/2008	\$126,000	Commercial	Guest Suites
07102553	6/14/2007	8/6/2008	\$93,000	Commercial	Ships Store
07102553	6/14/2007	8/6/2008	\$93,000	Commercial	Ships Store Foundation only
07101985	5/29/2007	8/6/2008	\$250,000	Commercial	SITE WORK ONLY C-PERMIT
06106513	11/15/2006	12/28/2007	\$13,000	Commercial	DEMO 15,854 SF OF METAL, WOOD, AND CBS BLDG.
06105317	9/7/2006	12/28/2007	\$10,000	Commercial	Driveway
00/4138	9/21/2000	1/1/2001	\$1,200	Commercial	ELEC.MISC.
00/0757	7/25/2000	1/1/2001	\$7,200	Commercial	REPAIR 30' SEAWALL
99/2137	9/2/1999	12/30/2000	\$20,000	Commercial	INSTALL LIFT STATION
98-2286	12/22/1998	1/1/2001	\$22,450	Commercial	ROOFING
96-0478	10/1/1996	12/1/1996	\$2,500	Commercial	SLAB
95-1311	7/1/1996	12/1/1996	\$57,000	Commercial	ADDITION - COMMERCIAL

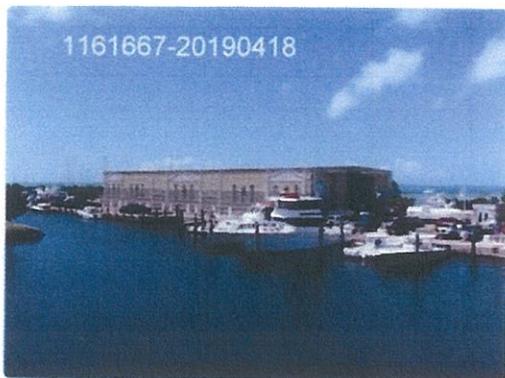
**View Tax Info**

[View Taxes for this Parcel](#)

**Sketches (click to enlarge)**



Photos



Map



TRIM Notice



2018 Notices Only

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



Last Data Upload: 7/9/2019, 3:31:57 AM

Version 2.2.29



Lower Keys

Receiver Site location Map

Receiver Site location Map

Receiver Site location Map

This instrument prepared by  
and return to:

03/19/2019 3:51PM  
DEED DOC STAMP CL: Brit \$238,231.00

Robert H. Gebaide, Esq.  
BAKER & HOSTETLER LLP  
2300 Sun Trust Center  
200 South Orange Avenue  
Post Office Box 112  
Orlando, Florida 32802-0112  
Telephone: (407) 649-4000

Doc# 2211586  
Bk# 2954 Pg# 815

Parcel ID Nos.: 00127480-000000; 00127475-000132;  
and 00127477-000101 through 00127477-000116;  
and 00127477-000119; and 00127477-000121 through  
00127477-000123; and 00127471-000120

Consideration: \$34,033,000.00

**SPECIAL WARRANTY DEED**

THIS SPECIAL WARRANTY DEED, made and executed on March 15, 2019, by Key West Marina Investments, L.L.C., a Florida limited liability company (hereinafter referred to as the "Grantor"), whose address is 1114 Avenue of the Americas, 39<sup>th</sup> Floor, New York, NY 10036, to SH Marinas 6000, LLC, a Florida limited liability company (hereinafter referred to as the "Grantee"), whose address is 506 Fleming Street, Key West, Florida 33040.

*Wherever used herein the term "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, partnerships (including joint ventures, public bodies and quasi-public bodies)*

WITNESSETH: THAT Grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby grant, bargain, sell, alienate, remise, release, convey, and transfer unto Grantee, all of that certain land lying and being in the County of Monroe, State of Florida, to-wit:

See Exhibit "A" attached hereto and made a part hereof by reference (hereinafter referred to as the "Property").

TOGETHER with all buildings, structures, and improvements thereon and all of the rights, privileges, appurtenances, hereditaments, easements, reversions, and remainders pertaining to or used in connection therewith, including, without limitation, all strips and gores, streets, alleys, easements, rights-of-way, public ways, or other rights appurtenant, adjacent, or connected thereto.

TO HAVE AND TO HOLD the same in fee simple forever, subject to (i) taxes for the year of this instrument and thereafter; (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 on Exhibit "B" attached hereto and by this reference made a part hereof ((i) through (iii), collectively, "Permitted Exceptions").

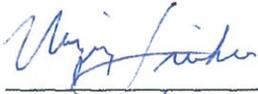
FURTHER, Grantor hereby covenants with and warrants to Grantee that Grantor is lawfully seized of the Property in fee simple; and that Grantor has good, right and lawful authority to sell and convey the Property, and hereby specially warrants the title to the Property and will defend the same against the lawful claims of all persons whomsoever claiming by, through or under Grantor, but no one else, subject to the Permitted Exceptions.

[Signatures on following page.]

IN WITNESS WHEREOF, Grantor has caused this Special Warranty Deed to be duly executed as of the day and year first above written.

Signed, sealed and delivered in our presence:

Key West Marina Investments, L.L.C., a Florida limited liability company

  
Print Name: NAFIZ LINKON

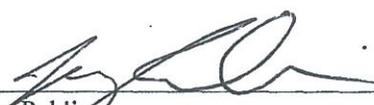
  
Print Name: Catherine Tenney

  
By: \_\_\_\_\_  
Name: Adam Matos  
Title: Senior Vice President

STATE OF New York )  
COUNTY OF New York )

The foregoing instrument was acknowledged before me this 7 day of MARCH, 2019, by Adam Matos, as Senior Vice President of Key West Marina Investments, L.L.C., a Florida limited liability company, on behalf thereof. He  is personally known to me, or  produced \_\_\_\_\_ as identification.

(Affix Notary Seal)

  
Notary Public  
Print Name: \_\_\_\_\_  
My Commission expires: \_\_\_\_\_

Jesus Rosado  
Notary Public, State of New York  
No. 01RO6242246  
Qualified in Bronx County  
Commission Expires May 31, 20 19

**EXHIBIT A**

Description of the Property

**Parcel A:**

On the island known as stock island and described according to George L. McDonald's plat of a part of said stock island, recorded in Plat Book Number one (1), Page 55, Monroe County, Florida public records, as follows:

Lots five (5) and six (6) in Block Sixty-one (61); together with any riparian rights thereunto belonging or in anywise appertaining. Also a parcel of bay bottom land in the Straits of Florida, South of and adjacent to Lots 5 and 6, Block 61 of the plat of stock island, Monroe County, Florida and being recorded in Plat Book 1, Page 55 of the public records of Monroe County, Florida, and being more particularly described by metes and bounds as follows:

Commencing at the Northwest corner of said Block 61 of the plat of stock island, bear East for a distance of 400.00 feet to a point; thence bear South for a distance of 255.20 feet to the point of beginning of the parcel of bay bottom land hereinafter described, said point of beginning also being on the shoreline of the straits of Florida; from said point of beginning, continue bearing South for a distance of 2178 feet, more or less, to a point; thence at right angles and East for a distance of 200 feet to a point; thence at right angles and North for a distance of 2178 feet, more or less, back to a point on the shoreline; thence meander to the shoreline in a Westerly direction for a distance of 200 feet, more or less, back to the point of beginning. Lying and being in Section 35, Township 67 South, Range 25 East, Monroe County, Florida.

**Parcel B:**

On the island known as stock island and described according to George L. McDonald's plat of a part of said stock island, recorded in Plat Book 1, Page 55 of the public records of Monroe County, Florida, as follows:

Lot 7 in Block 61, commencing at a point on Peninsular Avenue, 600 feet from the corner of Peninsular Avenue, and Maloney Avenue, running thence along Peninsular Avenue, in a Easterly direction 200 feet and extending back at both ends of said line and at right angles to said Peninsular Avenue, in a Southerly direction to the waters of the gulf.

**Also,**

A parcel of Submerged land in Hawk Channel in Section 36, Township 67 South, Range 25 East, Monroe County, Florida, more particularly described as follows:

Beginning at the Northeast corner of Lot 7, Block 61, of a plat titled "All 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." Recorded in Plat Book 1, Page 55 of the public records of Monroe County, Florida, run East, for a distance of 420 feet. Thence run South for a distance of 820 feet, thence run West for a distance of 620 feet, thence run North, for a distance of 500 feet, more or less to the Southwest corner of said Lot 7, Block 61; thence meander the shoreline of said Lot 7, Block 61, in an Easterly and Northerly direction back to the point of beginning.

**Parcel C:**

A parcel of land, and a portion of a Harbor, located in Section 36, Township 67 South, Range 25 East,

Stock Island, Monroe County, Florida, and being more particularly described as follows:

Commence at the Southeasterly corner of Maloney Avenue and Peninsular Avenue, Stock Island, Monroe, County, Florida; thence East along the South right-of-way of Peninsular Avenue for 1220.12 feet; thence South 237.09 feet to the mean water line of Boca Chica Channel (Straits of Florida), as established on February 6-8, 1984 in accordance with Chapter 177, Part II of the laws of Florida (N.G.V.D. Elev. 0.78), and the point of beginning; thence meander said mean high water line in a Southeasterly and Southwesterly direction with the following metes and bounds; South 24° 04' 03" East for 41.69 feet; thence South 62° 38' 11" East for 19.12 feet; thence South 01° 41' 49" East for 10.59 feet; thence South 24° 28' 37" East for 28.04 feet; thence South 62° 09' 03" East for 39.39 feet; thence South 03° 24' 06" East for 30.50 feet; thence South 25° 36' 43" East for 159.75 feet; thence South 74° 09' 24" West for 41.92 feet; thence South 21° 26' 38" West for 57.27 feet; thence South 10° 09' 39" East for 15.15 feet; thence leaving said mean high water line, West for 93.01 feet; thence North 355.51 feet to the point of beginning.

**Parcel D:**

A line meandering the Riparian Upland parcel, which was filled prior to July 01, 1975, lying on and adjacent to the Straits of Florida in Section 36, Township 67 South, Range 25 East, Stock Island, Monroe County, Florida and being more particularly described as follows:

Commence at the Northwest corner of Lot 1, Block 61, "George L. 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, said point also being the intersection of the Southerly right of way line of Peninsular Avenue and the Easterly right of way of Maloney Avenue; thence East along the said Southerly right of way line Peninsular Avenue for 1220.12 feet; thence South for 820.00 feet; thence North 90° 00' 00" West a distance of 253.94 feet to the mean high water line lying along a concrete seawall; thence West a distance of 270.51 feet to the mean high water line of the Straits of Florida and the point of beginning; thence meander the said mean high water line (elevation 0.78 as located on February 6-8, 1984) for the following metes and bounds thence South 06° 39' 55" East a distance of 13.57 feet; thence South 01° 24' 10" West a distance of 23.35 feet; thence South 22° 37' 25" West a distance of 26.52 feet; thence South 37° 58' 46" West a distance of 7.90 feet; thence South 20° 19' 26" West a distance of 38.26 feet; thence South 60° 38' 26" East a distance of 19.18 feet; thence South 06° 04' 23" West a distance of 15.61 feet; thence South 85° 05' 18" West a distance of 28.79 feet; thence South 21° 19' 54" West a distance of 96.92 feet; thence South 12° 39' 37" East a distance of 76.34 feet; thence South 41° 05' 57" East a distance of 57.42 feet; thence South 44° 50' 22" East a distance of 53.30 feet; thence South 68° 57' 35" East a distance of 41.86 feet; thence South 19° 23' 41" East a distance of 28.68 feet; thence South 52° 51' 02" East a distance of 48.91 feet; thence South 28° 11' 22" East a distance of 70.63 feet; thence South 68° 54' 31" East a distance of 43.30 feet; thence North 85° 00' 12" East a distance of 40.22 feet; thence North 86° 54' 27" East a distance of 66.20 feet; thence South 38° 57' 33" East a distance of 57.90 feet; thence North 76° 13' 35" East a distance of 58.49 feet; thence North 65° 57' 31" East a distance of 117.63 feet; thence North 59° 25' 13" East a distance of 97.46 feet; thence North 38° 31' 22" East a distance of 75.96 feet; thence North 38° 41' 03" East a distance of 43.44 feet; thence North 30° 02' 00" East a distance of 78.59 feet; thence North 20° 30' 15" East a distance of 86.15 feet; thence North 14° 41' 49" East a distance of 44.12 feet; thence North 63° 36' 44" West a distance of 32.35 feet; thence South 69° 54' 51" West a distance of 32.61 feet; thence South 22° 01' 01" West a distance of 40.70 feet; thence South 28° 05' 52" West a distance of 74.87 feet; thence South 31° 16' 23" West a distance of 105.45 feet; thence South 09° 58' 35" West a distance of 26.65 feet; thence South 56° 36' 51" West a distance of 52.92 feet; thence South 67° 51' 11" West a distance of 157.26 feet; thence South 68° 36' 57" West a distance of 49.19 feet; thence North 84° 43' 18" West a distance of 89.46 feet; thence North 61° 55' 36" West a distance of 116.39 feet; thence North 43° 05' 23" West a distance of 164.87 feet; thence North 24° 00' 54" West a distance of 53.88 feet; thence North 02° 23' 52" East a distance of 65.21 feet; thence North 04° 46' 21" East a distance of 59.18 feet; thence North 44° 47' 37" East a distance of 14.49

feet; thence North 87°05'57" East a distance of 7.84 feet; thence North 54°52'52" East a distance of 61.46 feet; thence North 45°22'45" East a distance of 43.01 feet; thence North 60°13'02" East a distance of 19.78 feet; thence North 76°17'21" East a distance of 15.54 feet; thence South 89°14'33" East a distance of 23.37 feet; thence South 76°01'39" East, a distance of 19.75 feet; thence North 83°30'30" East a distance of 7.49 feet; thence North 71°47'24" East a distance of 31.99 feet; thence North 68°11'08" East a distance of 30.92 feet; thence North 55°17'15" East a distance of 19.50 feet; thence South 33°18'08" East a distance of 3.93 feet; thence North 57°16'39" East a distance of 22.00 feet; thence North 36°35'34" West a distance of 9.58 feet; thence West for 270.51 feet to the point of beginning.

**Parcel G:**

A parcel of land in Section 36, Township 67 South, Range 25 East, Stock Island, Monroe County, Florida and being more particularly described as follows:

Commence at the Southeasterly corner of Maloney Avenue and Peninsular Avenue, Stock Island, Monroe County, Florida; thence East along the South right-of-way of Peninsular Avenue for 1,220.12 feet; thence South 592.60 feet to the point of beginning; thence continue South 227.40 feet to the mean high water line of Lagoon and Boca Chica Channel (Straits of Florida), as established on Feb 6-8, 1984 in accordance with Chapter 177, Part II of the Laws of Florida (N.G.V.D., Elev 0.78); thence meander said mean high water line in a Southeasterly, Easterly, and Northerly direction with the following metes and bounds; South 80°38'33" East for 26.87 feet; thence South 73°46'26" East for 57.64 feet; thence South 35°25'39" East for 37.75 feet; thence North 85°49'19" East for 28.40 feet; thence North 15°18'51" East for 32.71 feet; thence North 06°19'23" East for 59.65 feet; thence North 09°19'59" West for 13.07 feet; thence North 23°50'47" West for 36.82 feet; thence North 17°54'54" West for 89.86 feet; thence North 10°09'40" West for 54.51 feet; thence leaving said mean high water line, West for 93.01 feet to the point of beginning.

Less and except Key West Harbour Condominium (f/k/a Key West Harbour Yacht Club, a Condominium), pursuant to Amended and Restated Declaration of Condominium for Key West Harbour Condominium, and any exhibits annexed thereto, recorded in Official Records Book 2632, Page 1581, and First Amendment to Amended and Restated Declaration of Condominium recorded in Official Records Book 2762, Page 1534, according to the public records of Monroe County, Florida.

**AND**

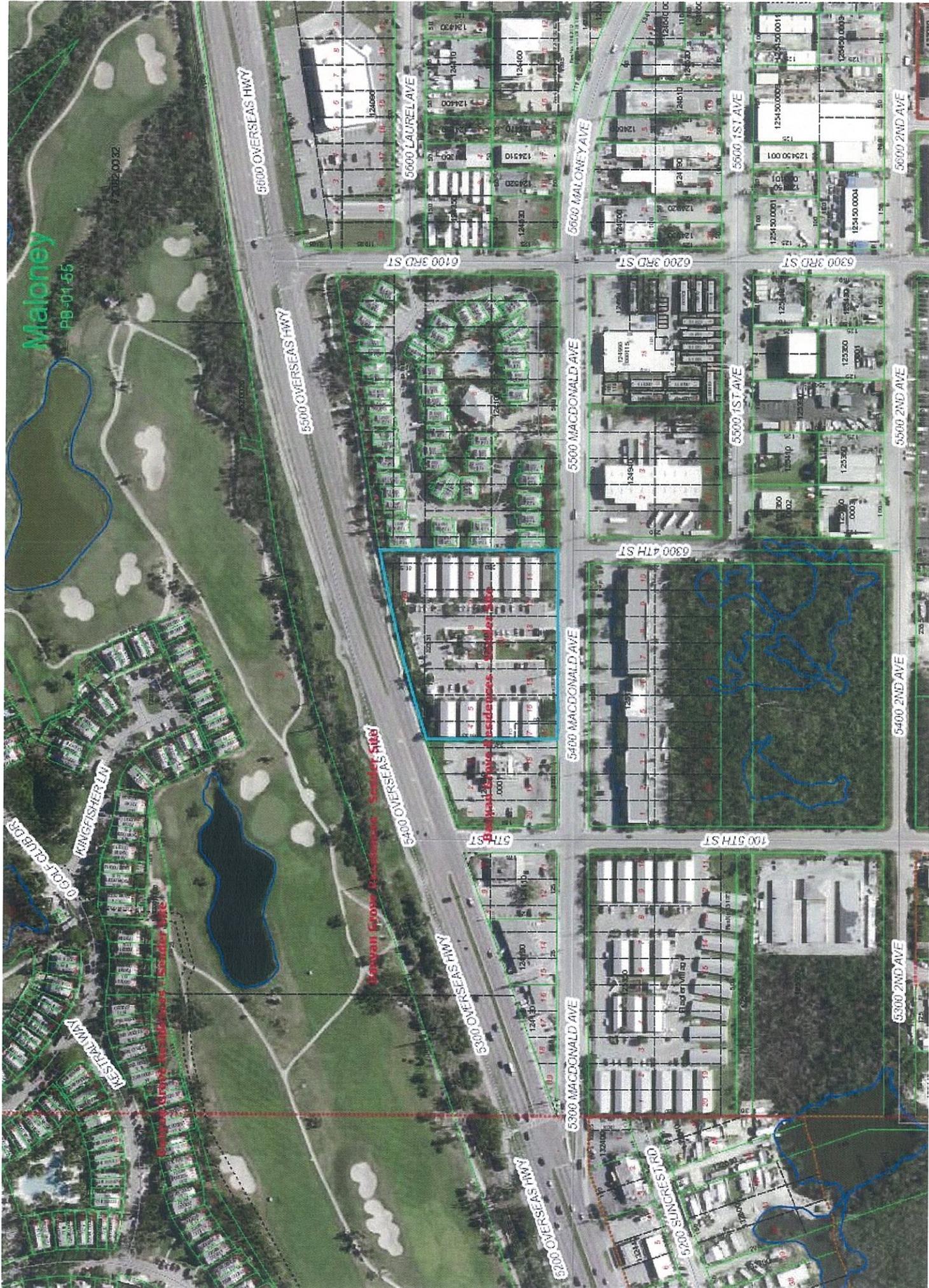
UNIT WS-32 AND UNIT B1-L1-20 OF KEY WEST HARBOUR CONDOMINIUM (F/K/A KEY WEST HARBOUR YACHT CLUB, A CONDOMINIUM), PURSUANT TO AMENDED AND RESTATED DECLARATION OF CONDOMINIUM FOR KEY WEST HARBOUR CONDOMINIUM, AND ANY EXHIBITS ANNEXED THERETO, RECORDED IN OFFICIAL RECORDS BOOK 2632, PAGE 1581, AND FIRST AMENDMENT TO AMENDED AND RESTATED DECLARATION OF CONDOMINIUM RECORDED IN OFFICIAL RECORDS BOOK 2762, PAGE 1534, OF THE PUBLIC RECORDS OF MONROE COUNTY, FLORIDA, TOGETHER WITH AN UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS APPURTENANT THERETO, AS SET FORTH IN THE SAID DECLARATION.

**EXHIBIT B**

Permitted Exceptions

1. Taxes and assessments for the year 2019 and subsequent years, which are not yet due and payable.
2. Oil, gas and mineral reservations contained in Deed No 21117 from the Trustees of the Internal Improvement Fund of Florida, dated January 13, 1956, recorded January 23, 1956 in Book 53, page 327. Note: The right of entry has been released pursuant to §270.11 F.S.
3. Oil, gas and mineral reservations contained in Deed No 20903 from the Trustees of the Internal Improvement Fund of Florida, dated June 13, 1957, recorded March 24, 1969 in Book 427, page 1063. Note: The right of entry has been released pursuant to §270.11 F.S.
4. Oil, gas and mineral reservations contained in Deed No 26595 from the Trustees of the Internal Improvement Fund of Florida, dated January 28, 1986, recorded February 11, 1986 in Book 965, page 1029, as corrected by deed dated June 24, 1986, recorded July 14, 1986 in Book 981, page 544. Note: The right of entry has been released pursuant to §270.11 F.S.
5. License Agreement dated December 31, 1985, by and between E. J. Ming, Jr., Robert N. Ming and Donald L. Ming, doing business as Ming Partnership No. 2 and the State of Florida, Department of Natural Resources recorded February 11, 1986 in Book 965, page 1119.
6. Resolution No. 265-2004 of The Board of County Commissioners of Monroe County, Florida, Relating To The Provision of Wastewater Capacity; Imposing Annual Wastewater Assessments; Approving The Non-Ad Valorem Assessment Roll; Providing For Collection of The Waste Water Assessments, together with Utility Agreement and Consent and Acknowledgement; And Providing An Effective Date, recorded June 23, 2005 in Book 2126, page 511.
7. Planning Commission Resolution No. P11-07 Approving the request for an amendment to a Major Conditional Use Permit to Redevelop the Existing Marina as recorded May 25, 2007 in Book 2297, Page 789.
8. Easement granted to Comcast of California/Colorado/Florida/Oregon, Inc. by instrument recorded March 14, 2008 in Book 2350, Page 578.
9. Easement granted to The Utility Board of the City of Key West, Florida by instrument recorded April 29, 2008 in Book 2358, Page 628.
10. Flood Variance Affidavit as set forth in instrument recorded May 14, 2008 in Book 2361, Page 124.
11. Monroe County Moderate Affordable Housing Restrictive Covenant as set forth in instrument recorded June 6, 2008 in Book 2365, Page 351.
12. Deed of Conservation Easement granted to Board of Trustees of the Internal Improvement Trust Fund of the State of Florida by instrument recorded June 6, 2008 in Book 2365, Page 486, an Corrective Deed of Conservation Easement recorded October 31, 2008 in Book 2386, Page 1972. (As to fee lands only)

13. Master Declaration of Covenants and Easements and Agreement for Shared Use for Key West Harbour, which contains provisions for a private charge or assessments, recorded June 7, 2013 in Book 2632, Page 1538, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status or national origin to the extent such covenants, conditions or restrictions violate 42 USC 3604(c).
14. Terms, provisions, restrictive covenants, conditions, reservations, rights, duties and easements contained in Certificate of Amendment Amended and Restated Declaration of Condominium for KEY WEST HARBOUR CONDOMINIUM, and any Exhibits annexed thereto, including, but not limited to, provisions for a private charge or assessments, recorded June 7, 2013 in Book 2632, Page 1581, as amended by: Certificate of Recording recorded August 6, 2013 in Book 2643, Page 904, and First Amendment to Amended and Restated Declaration of Condominium recorded September 29, 2015 in Book 2762, Page 1534 (as to Unit WS-32 and Unit B-1-L1-20 of Key West Harbour Condominium only).
15. Terms and conditions of the Sovereignty Submerged Lands Lease between the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida and Key West Marina Investments, LLC, a Florida limited liability company, as recorded October 29, 2018, in Book 2933, Page 1860, and as amended by Sovereignty Submerged Lands Lease Assignment to Reflect Change of Upland Ownership OR New Sovereignty Submerged Lands Lease, in favor of Grantee, to be recorded.
16. Easement granted to Florida Keys Aqueduct Authority by instrument recorded August 3, 2018 in Book 2920, Page 1210.
17. Terms and conditions of existing unrecorded lease with Boat Services Group, LLC, under that certain Restatement of Service Area Lease dated July 1, 2013, as amended, with no rights of purchase; and all rights of lessee and any parties claiming through the lessee under the lease.
18. Terms and conditions of existing unrecorded lease with Michael Gavito and Jo McKinney under Rental Agreement dated 1-1-2018, and as amended by Rental Agreement Addendum 2 dated November 26, 2018, as amended, with no rights of purchase; and all rights of lessee and any parties claiming through the lessee under the lease.
19. Terms and conditions of existing unrecorded lease with the U.S. Government dated May 1, 2018, for one (1) boat slip, with no rights of purchase; and all rights of lessee and any parties claiming through the lessee under the lease.



Maloney  
PB 9-01-56

Resident of Overseas Highway

Kestral Way

Kingfisher Ln

Sunder Way

Suncrest Rd

5600 Overseas Hwy

5500 Overseas Hwy

6100 3rd St

5400 Overseas Hwy

15th St

5300 Overseas Hwy

5200 Overseas Hwy

5300 Macdonald Ave

5400 Macdonald Ave

5500 Macdonald Ave

5600 Malone Ave

6300 4th St

6200 3rd St

100 5th St

5500 1st Ave

5600 1st Ave

5300 2nd Ave

5400 2nd Ave

5500 2nd Ave

5600 2nd Ave



**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 00124140-000000  
 Account# 1158275  
 Property ID 1158275  
 Millage Group 110A  
 Location 5455 MACDONALD Ave, STOCK ISLAND  
 Address  
 Legal STOCK ISLAND MALONEY SUB PB1-55 PT LT 4 AND ALL LTS 5 THRU 17 AND PT  
 Description EAST LAUREL AVE AND PT 4TH ST RES 294-1989 RES NO 304A-2002 H1-330 G10-347 OR438-909E OR824-387D/C OR825-1470 OR825-1471 OR905-1652/53 OR1187-1539/AFF OR1657-966(MERGER) OR1643-1013/17(MERGER) OR2190-1658/61 OR2498-2001OR2542-1861/64C OR2605-972/77  
 (Note: Not to be used on legal documents.)  
 Neighborhood 10060  
 Property Class MULTI FAMILY 10 OR MORE UNITS (0300)  
 Subdivision MALONEY SUBD  
 Sec/Twp/Rng 35/67/25  
 Affordable Yes  
 Housing



**Owner**

BANYAN GROVE RESIDENCES LTD  
 506 Fleming 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	\$2,500,000	\$2,500,000	\$2,500,000	\$2,500,000
= Just Market Value	\$2,500,000	\$2,500,000	\$2,500,000	\$2,500,000
= Total Assessed Value	\$2,500,000	\$2,500,000	\$2,500,000	\$2,500,000
- School Exempt Value	\$0	\$0	\$0	\$0
= School Taxable Value	\$2,500,000	\$2,500,000	\$2,500,000	\$2,500,000

**Land**

Land Use	Number of Units	Unit Type	Frontage	Depth
MULTI FAMILY AFFORDABLE HOUSING (03AH)	106,075.00	Square Foot	0	0

**Buildings**

Building ID	5748	Exterior Walls	CUSTOM
Style		Year Built	2013
Building Type	APTS-B / 03B	EffectiveYearBuilt	2013
Gross Sq Ft	3456	Foundation	
Finished Sq Ft	3240	Roof Type	
Stories	2 Floor	Roof Coverage	
Condition	GOOD	Flooring Type	
Perimeter	348	Heating Type	
Functional Obs	0	Bedrooms	0
Economic Obs	0	Full Bathrooms	8
Depreciation %	8	Half Bathrooms	0
Interior Walls		Grade	350

Code	Description	Sketch Area	Finished Area	Perimeter	Number of Fire Pl
FLA	FLOOR LIV AREA	3,240	3,240	348	0
OPF	OP PRCH FIN LL	108	0	62	
OUF	OP PRCH FIN UL	108	0	62	
<b>TOTAL</b>		<b>3,456</b>	<b>3,240</b>	<b>472</b>	

Building ID	5751	Exterior Walls	CUSTOM
Style		Year Built	2013
Building Type	APTS-B / 03B	EffectiveYearBuilt	2013
Gross Sq Ft	3456	Foundation	
Finished Sq Ft	3240	Roof Type	
Stories	2 Floor	Roof Coverage	
Condition	GOOD	Flooring Type	
Perimeter	348	Heating Type	
Functional Obs	0	Bedrooms	0
Economic Obs	0	Full Bathrooms	8
Depreciation %	8	Half Bathrooms	0
Interior Walls		Grade	350
		Number of Fire Pl	0

Code	Description	Sketch Area	Finished Area	Perimeter
FLA	FLOOR LIV AREA	3,240	3,240	348
OPF	OP PRCH FIN LL	108	0	62
OUF	OP PRCH FIN UL	108	0	62
<b>TOTAL</b>		<b>3,456</b>	<b>3,240</b>	<b>472</b>

Building ID	5755	Exterior Walls	CUSTOM
Style		Year Built	2013
Building Type	APTS-B / 03B	EffectiveYearBuilt	2013
Gross Sq Ft	3456	Foundation	
Finished Sq Ft	3240	Roof Type	
Stories	2 Floor	Roof Coverage	
Condition	GOOD	Flooring Type	
Perimeter	348	Heating Type	
Functional Obs	0	Bedrooms	0
Economic Obs	0	Full Bathrooms	8
Depreciation %	8	Half Bathrooms	0
Interior Walls		Grade	350
		Number of Fire Pl	0

Code	Description	Sketch Area	Finished Area	Perimeter
FLA	FLOOR LIV AREA	3,240	3,240	348
OPF	OP PRCH FIN LL	108	0	62
OUF	OP PRCH FIN UL	108	0	62
<b>TOTAL</b>		<b>3,456</b>	<b>3,240</b>	<b>472</b>

Building ID	5756	Exterior Walls	CUSTOM
Style		Year Built	2013
Building Type	APTS-B / 03B	EffectiveYearBuilt	2013
Gross Sq Ft	3456	Foundation	
Finished Sq Ft	3240	Roof Type	
Stories	2 Floor	Roof Coverage	
Condition	GOOD	Flooring Type	
Perimeter	348	Heating Type	
Functional Obs	0	Bedrooms	0
Economic Obs	0	Full Bathrooms	8
Depreciation %	8	Half Bathrooms	0
Interior Walls		Grade	350
		Number of Fire Pl	0

Code	Description	Sketch Area	Finished Area	Perimeter
FLA	FLOOR LIV AREA	3,240	3,240	348
OPF	OP PRCH FIN LL	108	0	62
OUF	OP PRCH FIN UL	108	0	62
<b>TOTAL</b>		<b>3,456</b>	<b>3,240</b>	<b>472</b>

Building ID	5759	Exterior Walls	CUSTOM
Style		Year Built	2013
Building Type	APTS-B / 03B	EffectiveYearBuilt	2013
Gross Sq Ft	3456	Foundation	
Finished Sq Ft	3240	Roof Type	
Stories	2 Floor	Roof Coverage	
Condition	GOOD	Flooring Type	
Perimeter	348	Heating Type	
Functional Obs	0	Bedrooms	0
Economic Obs	0	Full Bathrooms	8
Depreciation %	8	Half Bathrooms	0
Interior Walls		Grade	350
		Number of Fire Pl	0

Code	Description	Sketch Area	Finished Area	Perimeter
FLA	FLOOR LIV AREA	3,240	3,240	348
OPF	OP PRCH FIN LL	108	0	62
OUF	OP PRCH FIN UL	108	0	62
<b>TOTAL</b>		<b>3,456</b>	<b>3,240</b>	<b>472</b>

Building ID	5760	Exterior Walls	CUSTOM
Style		Year Built	2013
Building Type	APTS-B / 03B	EffectiveYearBuilt	2013
Gross Sq Ft	3456	Foundation	
Finished Sq Ft	3240	Roof Type	
Stories	2 Floor	Roof Coverage	
Condition	GOOD	Flooring Type	
Perimeter	348	Heating Type	
Functional Obs	0	Bedrooms	0
Economic Obs	0	Full Bathrooms	8
Depreciation %	8	Half Bathrooms	0
Interior Walls		Grade	350
		Number of Fire Pl	0

Code	Description	Sketch Area	Finished Area	Perimeter
FLA	FLOOR LIV AREA	3,240	3,240	348
OPF	OP PRCH FIN LL	108	0	62
OUF	OP PRCH FIN UL	108	0	62
<b>TOTAL</b>		<b>3,456</b>	<b>3,240</b>	<b>472</b>

Building ID	5761	Exterior Walls	CUSTOM
Style		Year Built	2013
Building Type	APTS-B / 03B	EffectiveYearBuilt	2013
Gross Sq Ft	3996	Foundation	
Finished Sq Ft	3780	Roof Type	
Stories	2 Floor	Roof Coverage	
Condition	GOOD	Flooring Type	
Perimeter	388	Heating Type	
Functional Obs	0	Bedrooms	0
Economic Obs	0	Full Bathrooms	8
Depreciation %	8	Half Bathrooms	0
Interior Walls		Grade	350
		Number of Fire Pl	0

Code	Description	Sketch Area	Finished Area	Perimeter
FLA	FLOOR LIV AREA	3,780	3,780	388
OPF	OP PRCH FIN LL	108	0	62
OUF	OP PRCH FIN UL	108	0	62
<b>TOTAL</b>		<b>3,996</b>	<b>3,780</b>	<b>512</b>

Building ID	5767	Exterior Walls	CUSTOM
Style		Year Built	2013
Building Type	APTS-B / 03B	EffectiveYearBuilt	2013
Gross Sq Ft	3996	Foundation	
Finished Sq Ft	3780	Roof Type	
Stories	2 Floor	Roof Coverage	
Condition	GOOD	Flooring Type	
Perimeter	388	Heating Type	
Functional Obs	0	Bedrooms	0
Economic Obs	0	Full Bathrooms	8
Depreciation %	8	Half Bathrooms	0

Interior Walls				Grade	350
Code	Description	Sketch Area	Finished Area	Number of Fire Pl	0
FLA	FLOOR LIV AREA	3,780	3,780	Perimeter	388
OPF	OP PRCH FIN LL	108	0		62
OUF	OP PRCH FIN UL	108	0		62
<b>TOTAL</b>		<b>3,996</b>	<b>3,780</b>		<b>512</b>

Building ID	5768	Exterior Walls	CUSTOM
Style		Year Built	2013
Building Type	APTS-B / 03B	EffectiveYearBuilt	2013
Gross Sq Ft	3996	Foundation	
Finished Sq Ft	3780	Roof Type	
Stories	2 Floor	Roof Coverage	
Condition	GOOD	Flooring Type	
Perimeter	388	Heating Type	
Functional Obs	0	Bedrooms	0
Economic Obs	0	Full Bathrooms	8
Depreciation %	8	Half Bathrooms	0
Interior Walls		Grade	350
		Number of Fire Pl	0

Code	Description	Sketch Area	Finished Area	Perimeter
FLA	FLOOR LIV AREA	3,780	3,780	388
OPF	OP PRCH FIN LL	108	0	62
OUF	OP PRCH FIN UL	108	0	62
<b>TOTAL</b>		<b>3,996</b>	<b>3,780</b>	<b>512</b>

Building ID	5774	Exterior Walls	CUSTOM
Style		Year Built	2013
Building Type	APTS-B / 03B	EffectiveYearBuilt	2013
Gross Sq Ft	3996	Foundation	
Finished Sq Ft	3780	Roof Type	
Stories	2 Floor	Roof Coverage	
Condition	GOOD	Flooring Type	
Perimeter	388	Heating Type	
Functional Obs	0	Bedrooms	0
Economic Obs	0	Full Bathrooms	8
Depreciation %	8	Half Bathrooms	0
Interior Walls		Grade	350
		Number of Fire Pl	0

Code	Description	Sketch Area	Finished Area	Perimeter
FLA	FLOOR LIV AREA	3,780	3,780	388
OPF	OP PRCH FIN LL	108	0	62
OUF	OP PRCH FIN UL	108	0	62
<b>TOTAL</b>		<b>3,996</b>	<b>3,780</b>	<b>512</b>

Building ID	5776	Exterior Walls	CUSTOM
Style		Year Built	2013
Building Type	APTS-B / 03B	EffectiveYearBuilt	2013
Gross Sq Ft	3996	Foundation	
Finished Sq Ft	3780	Roof Type	
Stories	2 Floor	Roof Coverage	
Condition	GOOD	Flooring Type	
Perimeter	388	Heating Type	
Functional Obs	0	Bedrooms	0
Economic Obs	0	Full Bathrooms	8
Depreciation %	8	Half Bathrooms	0
Interior Walls		Grade	350
		Number of Fire Pl	0

Code	Description	Sketch Area	Finished Area	Perimeter
FLA	FLOOR LIV AREA	3,780	3,780	388
OPF	OP PRCH FIN LL	108	0	62
OUF	OP PRCH FIN UL	108	0	62
<b>TOTAL</b>		<b>3,996</b>	<b>3,780</b>	<b>512</b>

<b>Building ID</b>	5779	<b>Exterior Walls</b>	CUSTOM
<b>Style</b>		<b>Year Built</b>	2013
<b>Building Type</b>	APTS-B / 03B	<b>EffectiveYearBuilt</b>	2013
<b>Gross Sq Ft</b>	3996	<b>Foundation</b>	
<b>Finished Sq Ft</b>	3780	<b>Roof Type</b>	
<b>Stories</b>	2 Floor	<b>Roof Coverage</b>	
<b>Condition</b>	GOOD	<b>Flooring Type</b>	
<b>Perimeter</b>	388	<b>Heating Type</b>	
<b>Functional Obs</b>	0	<b>Bedrooms</b>	0
<b>Economic Obs</b>	0	<b>Full Bathrooms</b>	8
<b>Depreciation %</b>	8	<b>Half Bathrooms</b>	0
<b>Interior Walls</b>		<b>Grade</b>	350
		<b>Number of Fire Pl</b>	0

Code	Description	Sketch Area	Finished Area	Perimeter
FLA	FLOOR LIV AREA	3,780	3,780	388
OPF	OP PRCH FIN LL	108	0	62
OUF	OP PRCH FIN UL	108	0	62
<b>TOTAL</b>		<b>3,996</b>	<b>3,780</b>	<b>512</b>

**Yard Items**

Description	Year Built	Roll Year	Quantity	Units	Grade
ASPHALT PAVING	2013	2014	1	24840 SF	2
UTILITY BLDG	2013	2014	1	270 SF	3
DET CABANA	2013	2014	1	400 SF	3
WROUGHT IRON	2013	2014	1	4320 SF	2

**Sales**

Sale Date	Sale Price	Instrument	Instrument Number	Deed Book	Deed Page	Sale Qualification	Vacant or Improved
12/13/2012	\$1,000,000	Warranty Deed		2605	972	30 - Unqualified	Improved
11/10/2011	\$0	Warranty Deed		2542	1861	11 - Unqualified	Improved
2/1/1981	\$575,000	Warranty Deed		825	1471	Q - Qualified	Improved

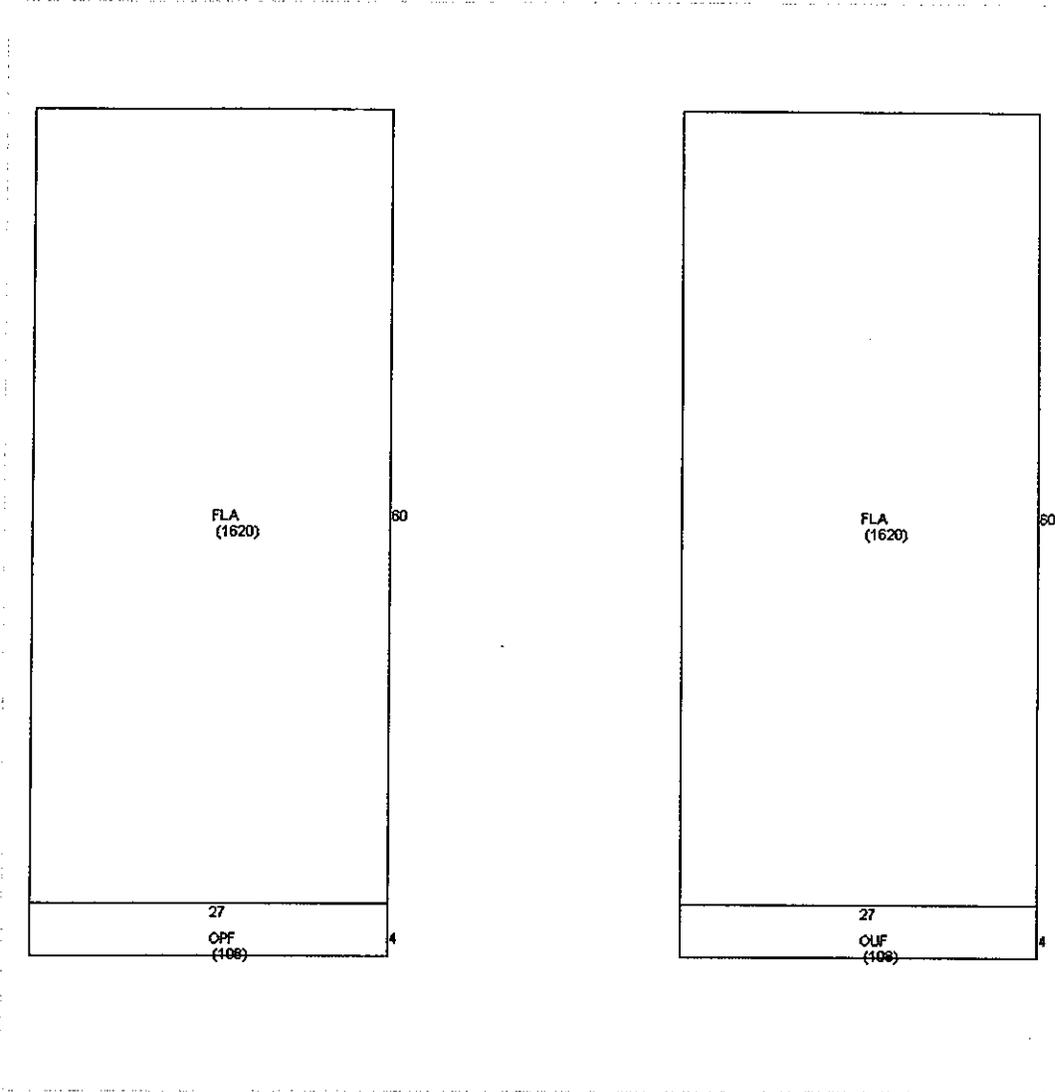
**Permits**

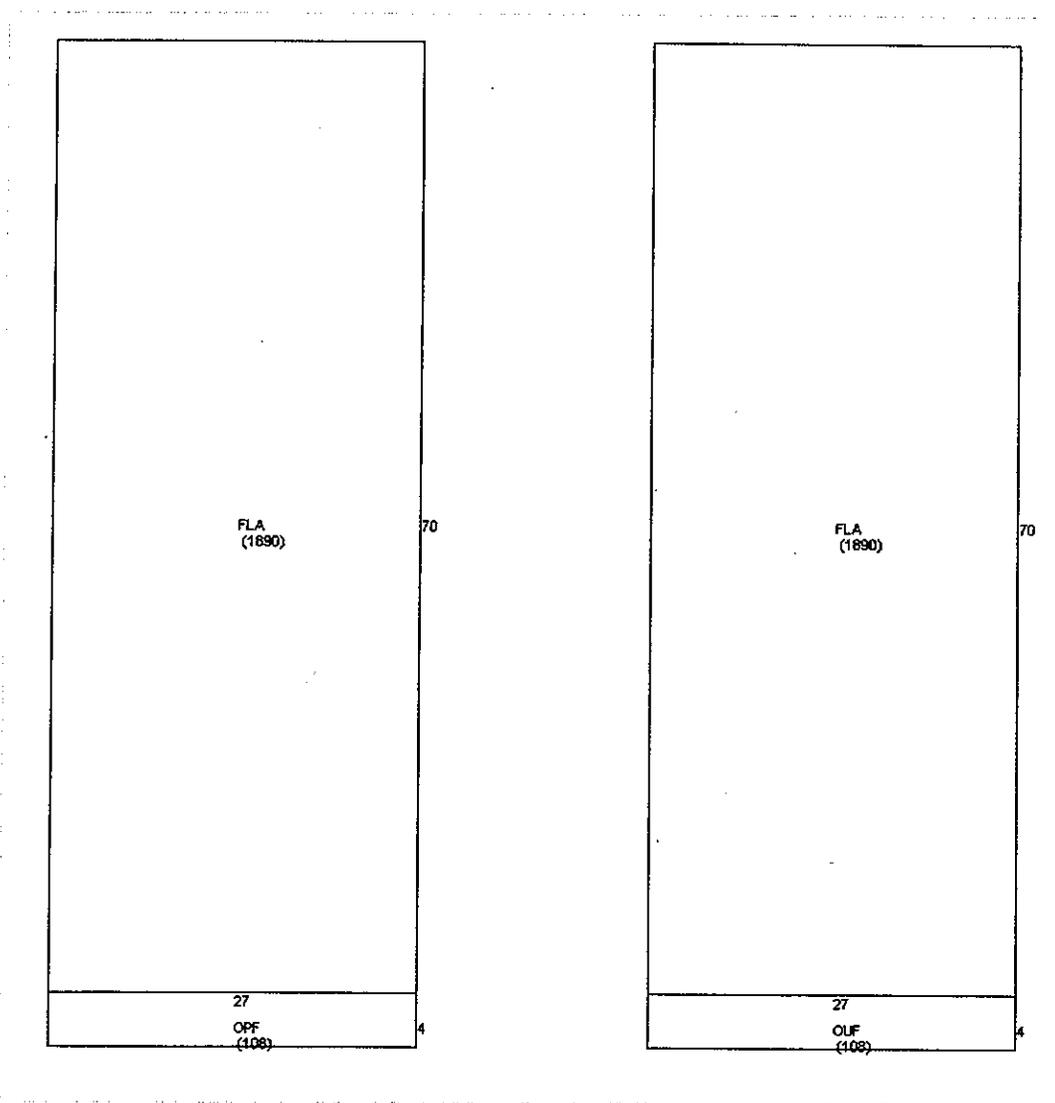
Number	Date Issued	Date Completed	Amount	Permit Type	Notes
16106428	9/1/2016		\$5,100	Commercial	INSTALL 140 SF OF PAVING/DRIVEWAY/SIDEWALK
13102911	8/15/2013		\$1,000	Commercial	HURRICANE SHUTTERS
12104469	12/27/2012		\$2,872,927	Commercial	INSTALL ALL INFRASTRCTURE FONDATION,FENCING,MAINTANCE SHED,PAVILION TRASH BIN CAR WASH, ECT
12104497	12/27/2012		\$545,209	Commercial	CONSTRUCT MULTI FAMILY 2BDR FOUR PLEX
12104498	12/27/2012		\$545,209	Commercial	CONSTRUCT MUTI FAMILY 2BDR FOUR PLEX
12104499	12/27/2012		\$545,209	Commercial	CONSTRUCT MULTI FAMILY 2BDR FOUR PLEX
12104501	12/27/2012		\$545,209	Commercial	CONSTRUCT MULTI FAMILY 2BDR FOUR PLEX
12104503	12/27/2012		\$545,209	Commercial	CONSTRUCT MULTI FAMILY 2BDR FOUR PLEX
12104504	12/27/2012		\$520,209	Commercial	CONSTRUCT MULTI FAMILY 2BDR FOUR PLEX
12104505	12/27/2012		\$550,761	Commercial	CONSTRUCT MUTI FAMILY 3BDR FOUR PLEX. 934SF LIVING AREA EACH UNIT WITH 54 SF PORCHES EACH. BLDG HAS 2244SF ROOF
12104506	12/27/2012		\$550,761	Commercial	CONSTRUCT MUTI FAMILY 3BDR FOUR PLEX
12104507	12/27/2012		\$550,761	Commercial	CONSTRUCT MUTI-FAMILY 3BDR FOUR PLEX
12104509	12/27/2012		\$550,761	Commercial	CONSTRUCT MULTI FAMILY 3BDR FOUR PLEX
12104510	12/27/2012		\$550,761	Commercial	CONSTRUCT MUTI FAMILY 3BDR FOUR PLEX
12104508	2/27/2012		\$550,761	Commercial	CONSTRUCT MUTI FAMILY 3BDR FOUR PLEX
07103718	8/29/2007	12/27/2007	\$3,800	Commercial	Const trailer
06102261	4/27/2006	12/29/2006	\$5,000	Commercial	TEMP CONSTRUCTION FENCING
01/2590	7/11/2001	8/21/2001	\$8,000	Commercial	DEMO 4 MOBILES

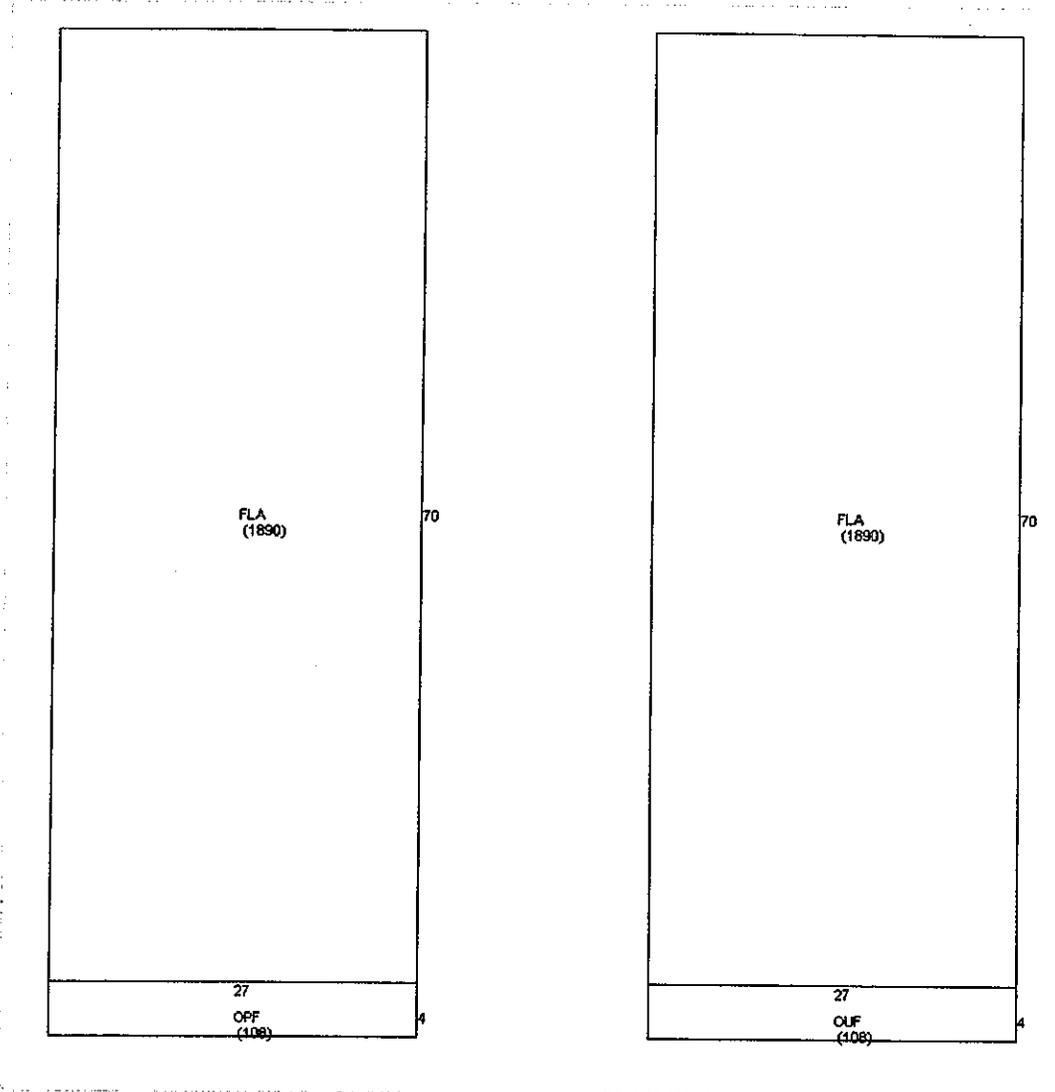
**View Tax Info**

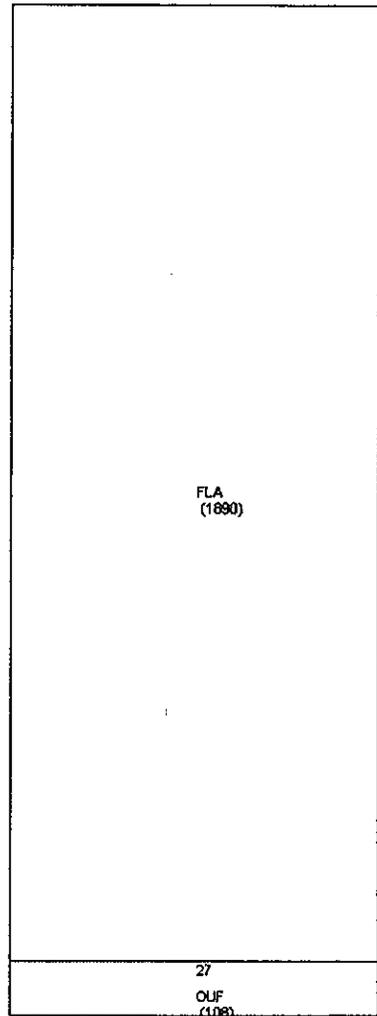
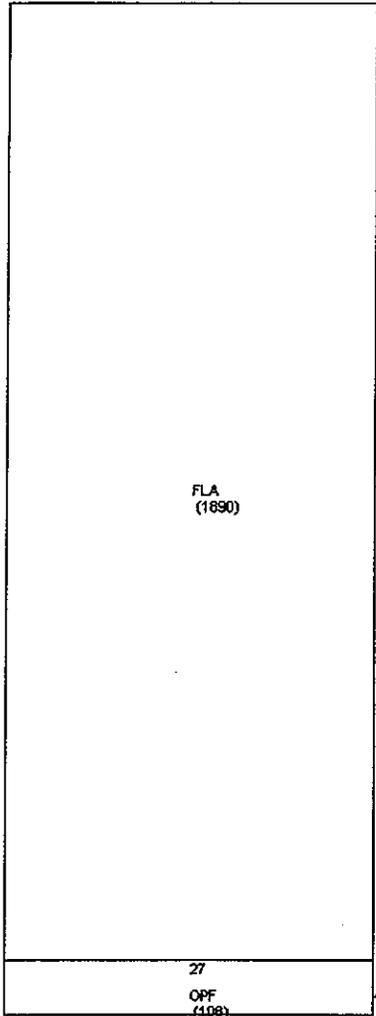
[View Taxes for this Parcel](#)

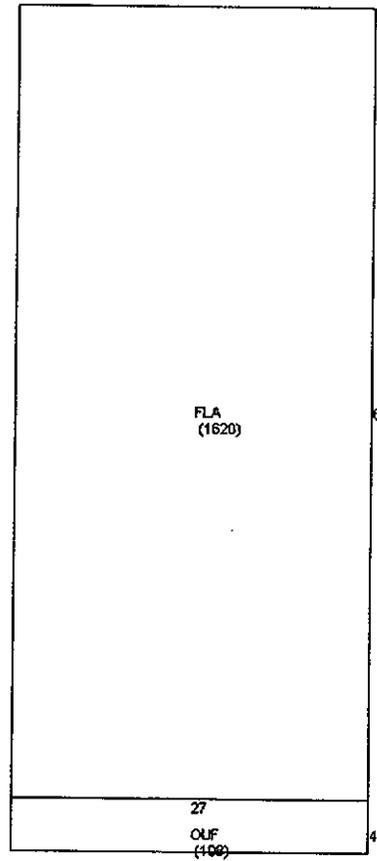
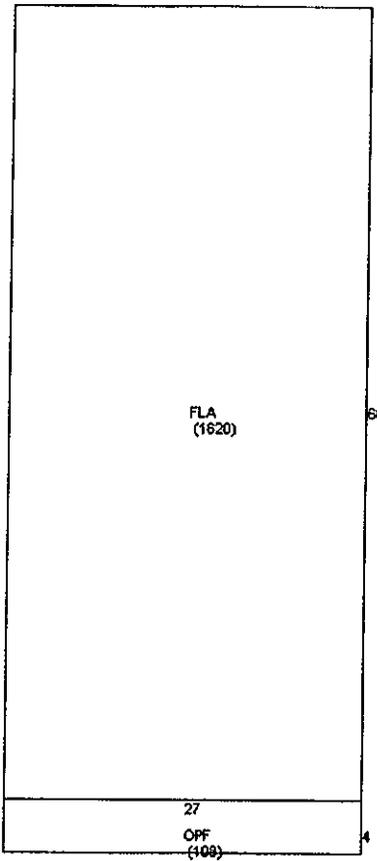
**Sketches (click to enlarge)**

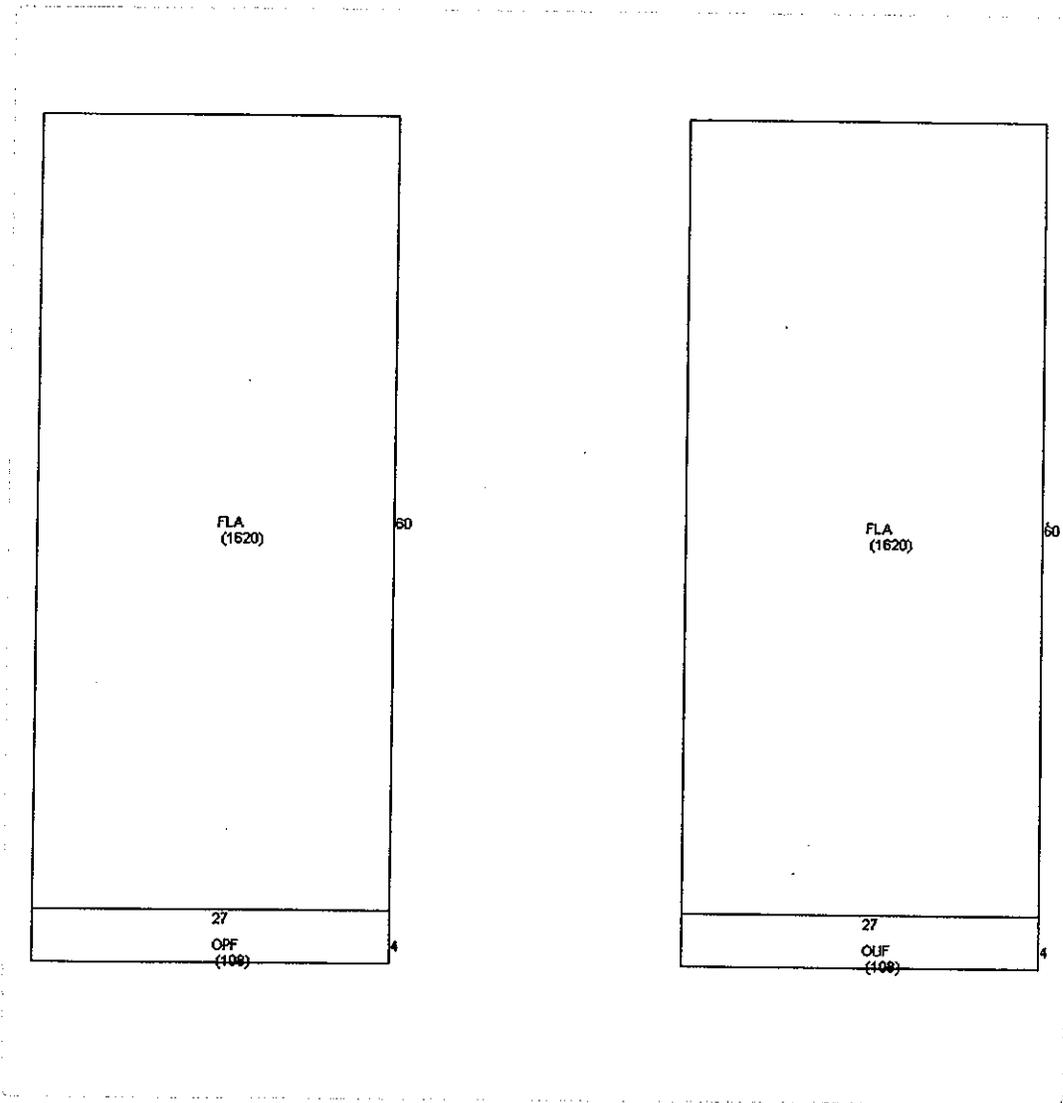


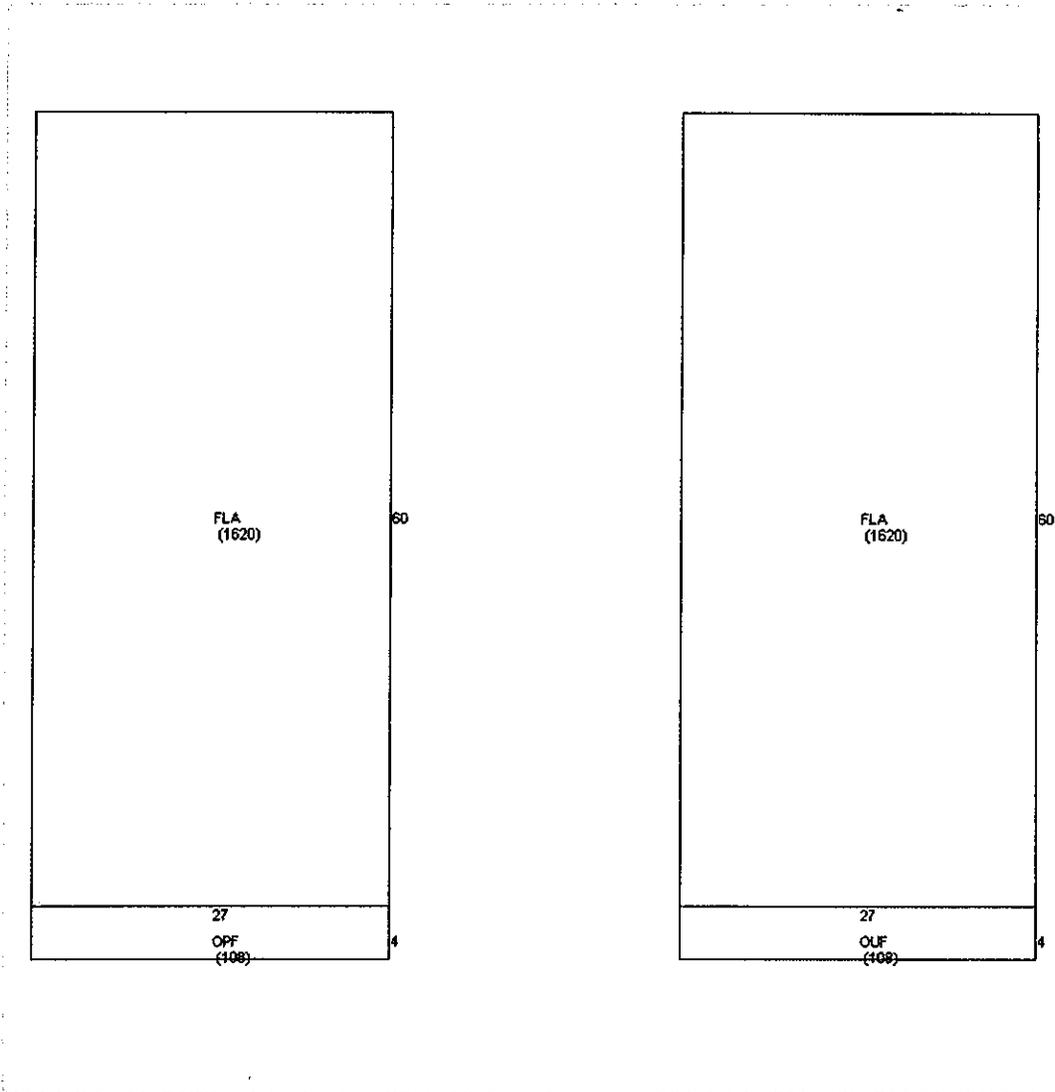


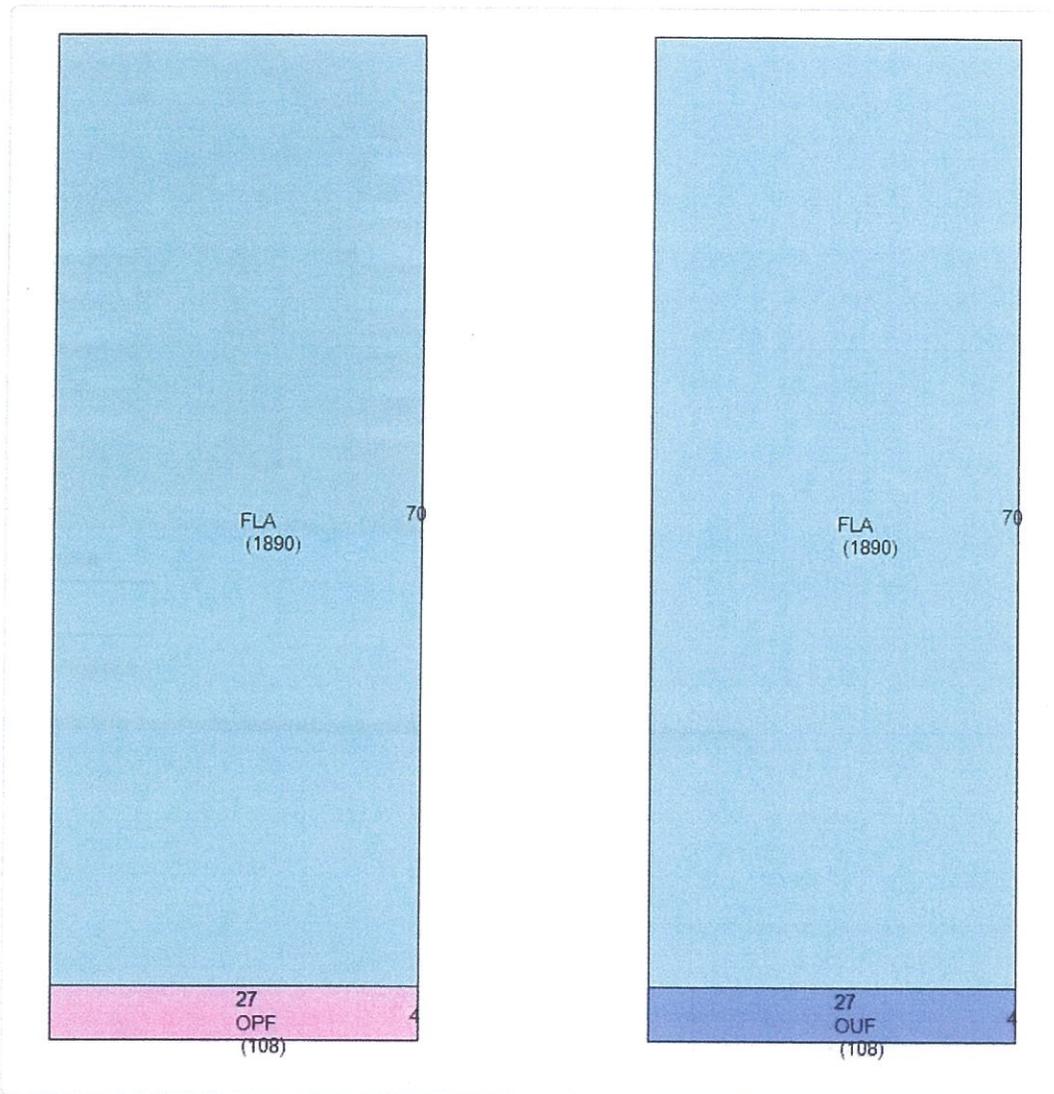












Photos







Doc# 1913302 12/26/2012 11:35AM  
Filed & Recorded in Official Records of  
MONROE COUNTY AMY HEAVILIN

This instrument prepared by  
and return to:

Robert H. Gebaide, Esq.  
BAKER & HOSTETLER LLP  
SunTrust Center, Suite 2300  
200 South Orange Avenue  
Orlando, Florida 32801  
Telephone: (407) 649-4059  
Telecopier: (407) 841-0168

12/26/2012 11:35AM  
DEED DOC STAMP CL: MT \$7,000.00

Doc# 1913302  
BK# 2605 Pg# 972

Parcel Identification No.: 1158275  
Consideration Paid: \$1,000,000.00

**SPECIAL WARRANTY DEED**

THIS SPECIAL WARRANTY DEED, made and given this **18<sup>th</sup>** day of December, 2012, by and between **BANYAN GROVE DEVELOPMENT CORPORATION**, a Florida corporation, with an address of 506 Fleming Street, Key West, Florida 33040 (hereinafter called the "Grantor") and **BANYAN GROVE RESIDENCES, LTD.**, a Florida limited partnership, with an address of 506 Fleming Street, Key West, Florida 33040 (hereinafter called the "Grantee").

**WITNESSETH:**

That the Grantor, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration to said Grantor, in hand paid by the Grantee, the receipt of which is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the Grantee, all that certain piece, parcel or tract of land lying and being in the County of Monroe, State of Florida, more particularly described as follows:

See **Exhibit "A"** attached hereto and incorporated herein by this reference.

This conveyance is also subject to the following:

See **Exhibit "B"** attached hereto and incorporated herein by this reference.

This conveyance is also subject to the following:

Grantor hereby reserves and retains for itself any and all rights set forth in that certain Development Agreement recorded on January 27, 2011 in Official Records Book 2502, Page 607 of the Public Records of Monroe County, Florida ("Development Agreement"), related to the transfer of forty-eight (48) market rate permanent residential Rate of Growth Ordinance exemptions to one or more individual single-family lots in the unincorporated Lower Keys and the transfer to one or more appropriately zoned locations in the Lower Keys of all or portions of the 14,219 square feet of Nonresidential Rate of Growth Ordinance exemptions (collectively, the "Retained Rights"),

This conveyance is further subject to the Grantee's obligation to cooperate in good faith with the Grantor to effectuate the purpose and intent of Grantor's reservation and retention of the Retained Rights, and the Grantee agrees to execute and deliver such further documents, and take such further actions, as may be reasonably necessary to effectuate Grantor's ownership of the Retained Rights.

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 claiming by, through or under the Grantor.

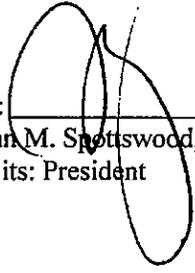
[Signature Page Follows]

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

Signed, sealed and delivered  
in the presence of:

BANYAN GROVE DEVELOPMENT CORPORATION,  
a Florida corporation

  
\_\_\_\_\_  
Witness Signature  
Print Name: KANAY W. MOORE

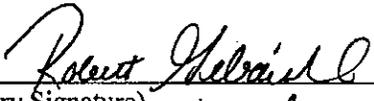
  
\_\_\_\_\_  
By: \_\_\_\_\_  
John M. Spottswood, Jr.  
As its: President

  
\_\_\_\_\_  
Witness Signature  
Print Name: Robert Gebaide

STATE OF FLORIDA     )  
  ) ss.  
COUNTY OF Monroe    )

The foregoing instrument was acknowledged before me this 13 day of December, 2012, by John M. Spottswood, Jr., as President of BANYAN GROVE DEVELOPMENT CORPORATION, a Florida corporation, on behalf of the corporation. He is  personally known to me or  has produced \_\_\_\_\_ as identification.

(NOTARY SEAL)

  
\_\_\_\_\_  
(Notary Signature)  
Robert Gebaide  
\_\_\_\_\_  
(Notary Name Printed)  
Commission No. \_\_\_\_\_

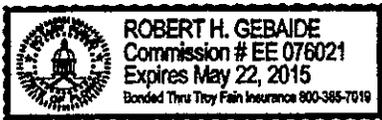


EXHIBIT "A"  
*Legal Description*

Parcel A:

A parcel of land on Stock Island, Monroe County, Florida, being all of Lots 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15 and 16 and portions of Lots 4 and 17, of Square 29, as shown on STOCK ISLAND MALONEY SUBDIVISION, as recorded in Plat Book 1, at Page 55, of the Public Records of the said Monroe County; said parcel being described by metes and bounds as follows:

Commence at the Southwest corner of the said Square 29 and run thence East along the South boundary line of the said Square for a distance of 196.0 feet to the Point of Beginning of the parcel of land herein described; thence North and parallel with the East boundary of the said Square for a distance of 80.0 feet; thence West and parallel with the South boundary of the said Square for a distance of 30.0 feet; thence North and parallel with the East boundary line of the said Square for a distance of 167.26 feet to a point on the North boundary line of said Square; thence North 78°58'03" East along the said North boundary line of the said Square for a distance of 8.4 feet to a point of deflection; thence East and continuing along the said North boundary line of the said Square for a distance of 326.0 feet to the Northeast corner of the said Square; thence South along the East boundary of the said Square for a distance of 250 feet to the Southeast corner of said Square; thence West along the South boundary line of the said Square for a distance of 304.0 feet back to the Point of Beginning.

And

Parcel B:

A parcel of land on Stock Island, Monroe County, Florida, and being Block 26 and a portion of East Laurel Avenue, both as shown on STOCK ISLAND MALONEY SUBDIVISION, as recorded in Plat Book 1, Page 55, of the Public Records of the said Monroe County; said parcel being described by the metes and bounds as follows:

Begin at the intersection of the West right of way line of Fourth Street with the South right of way line of East Laurel Avenue and run thence West along the South right of way line of the said East Laurel Avenue for a distance of 326 feet, more or less, to the Southeasterly right of way line of Highway U.S. No. 1; thence Northeasterly along the Southeasterly right of way line of the said Highway U.S. No. 1 for a distance of 340 feet, more or less, to the Northeast corner of the said Block 26, said Northeast corner of the said Block 26 being North of the Point of Beginning; thence South for a distance of 90 feet, more or less, back to the Point of Beginning.

And

Parcel C:

A portion of Lot 17, Square 29, as shown on the plat of STOCK ISLAND MALONEY SUBDIVISION as recorded in Plat Book 1, at Page 55, of the Public Records of Monroe County, Florida and being more particularly described by metes and bounds as follows:

Commence at the Southwest corner of the said Square 29; thence North  $89^{\circ}57'56''$  East along the Northerly right of way line of MacDonald Avenue for 196.00 feet to the Point of Beginning; thence North  $00^{\circ}02'04''$  West for a distance of 80.00 feet; thence South  $89^{\circ}57'56''$  West for a distance of 30.00 feet; thence South  $00^{\circ}02'04''$  East for a distance of 80.00 feet to the said Northerly right of way line of MacDonald Avenue; thence North  $89^{\circ}57'56''$  East along the said Northerly right of way line of MacDonald Avenue for 30.00 feet to the Point of Beginning.

And

Parcel One:

That portion of Fourth Street, Stock Island, Monroe County, Florida, lying between the North right of way line of MacDonald Avenue and the South right of way line of U.S. Highway No. 1 more particularly described as follows:

Begin at the Southeast corner of Lot 11, Block 29, Plat Book 1, Page 55, as found in the Public Records of Monroe County, Florida; thence North  $00^{\circ}19'00''$  East along the Easterly property lines of Lots 11 and 10, Block 29 and the Easterly line of that parcel on East Laurel Avenue abandoned by Monroe County Resolution 294-1989 and the Easterly property line of Block 26 to a point on the Southerly right of way line of U.S. Highway No. 1; thence North  $81^{\circ}15'35''$  East a distance of 25.32 feet along the Southerly right of way line of U.S. Highway No. 1 to a point; thence South  $00^{\circ}19'00''$  West a distance of 337.31 feet, along the centerline of Fourth Street to a point; thence North  $89^{\circ}41'00''$  West a distance of 25 feet along the North right of way line of MacDonald Avenue to the Point of Beginning.

EXHIBIT "B"

1. Taxes and assessments for the year 2013 and subsequent years, which are not yet due and payable.
2. 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.
3. Easement to the Utility Board of the City of Key West, Florida recorded in Official Records Book 438, Page 909, Public Records of Monroe County, Florida. (as to Parcels A and C)
4. State Law under Chapter 76-190 and Chapter 22F8.02 of the Florida Administrative Code for Land Planning for the Florida Keys Area of Critical Concern recorded in Official Records Book 668, Page 43, and Final Judgment recorded in Official Records Book 1788, Page 1257, Public Records of Monroe County, Florida.
5. Sewer and Utility Easement recorded in Official Records Book 1666, Page 1502, and Corrective Sewer and Utility Easement recorded in Official Records Book 1798, Page 710, Public Records of Monroe County, Florida. (as to Parcels A and C)
6. Easement to the Utility Board of the City of Key West, Florida recorded in Official Records Book 1711, Page 889, Public Records of Monroe County, Florida. (as to Parcel 1)
7. Planning Commission Resolution No. P32-05 recorded in Official Records Book 2170, Page 2191, as re-recorded in Official Records Book 2483, Page 630; as affected by Planning Commission Resolution No. 24-08 recorded in Official Records Book 2384, Page 890, as re-recorded in Official Records Book 2468, Page 97, Public Records of Monroe County, Florida.
8. Resolution No. 032-2011 recorded in Official Records Book 2502, Page 607, Public Records of Monroe County, Florida.
9. Development Agreement recorded in Official Records Book 2502, Page 611, Public Records of Monroe County, Florida.
10. Monroe County, Florida Planning Commission Resolution No. P41-10 recorded in Official Records Book 2510, Page 2291, Public Records of Monroe County, Florida.
11. Resolution No. 329-2012 recorded in Official Records Book 2595, Page 1999, Public Records of Monroe County, Florida.

**DEVELOPMENT AGREEMENT**

THIS DEVELOPMENT AGREEMENT ("Agreement") is entered into on the 19<sup>th</sup> day of January, 2011, by and between **MONROE COUNTY**, a political subdivision of the State of Florida ("Monroe County"), and **Banyan Grove Development Corporation, a subsidiary of Spottswood Partners, Inc.** ("Spottswood").

**WITNESSETH:** Doc# 1821967  
Bk# 2502 Pg# 611

The Parties hereto (the "Parties") hereby agree as follows:

**I. RECITALS**

A. Banyan Grove Development Corporation, a subsidiary of Spottswood Partners, Inc. owns a parcel of land known as "Banyan Grove" located on Stock Island, adjacent to Key West, Monroe County, Florida, at mile marker 5 of US Highway 1 fronting on MacDonald Avenue and US Highway 1, with access to and from the site from MacDonald Avenue (the "Property"), the legal description of which is contained in Exhibit A – Survey of the Banyan Grove Property, attached hereto and made a part hereof (the "Survey").

B. Spottswood has the authority to enter into this Agreement through Florida Statutes Chapter 163 and the sole and undivided ownership of the Property.

C. The Monroe County Year 2010 Comprehensive Plan (the "Comprehensive Plan") designates all the parcels of the Property as "Mixed Use/Commercial" on its Future Land Use Map. The County Land Use District map designation for the Property is "Mixed Use" (MU).

D. Historically, the Property was used as a Mobile Home Park with 51 Residential Rate of Growth Ordinance (ROGO) exemptions for permanent dwelling units recognized by Monroe County in its Development Order 02-1989, later reaffirmed in Planning Commission Resolutions P04-03, attached hereto as Exhibit B, and P32-05. Resolution P04-03 also recognized 14, 219 square feet of Non Residential Rate of Growth Ordinance (NROGO) exempt non-residential floor area as vested to the site.

E. Monroe County Planning Commission Resolution P32-05 has been determined by Monroe County in correspondence dated September 10, 2010, attached hereto as Exhibit C, to be in full force and effect until April 27, 2013 unless otherwise extended. Resolution P32-05 authorizes the development of 46 market rate permanent dwelling units and accessory uses on the Property.

F. The conceptual site plan, which illustrates the development of the Property for affordable housing, is attached hereto as Exhibit D.

G. Section 130-161.1 of the Monroe County Land Development Regulations ("Land Development Regulations") encourages the redevelopment of mobile home sites and contiguous

property under common ownership to encourage the establishment/preservation of affordable housing in exchange for the ability to transfer an equal or lesser number of market rate permanent residential unit ROGO exemptions off site to eligible receiver sites.

H. Section 163.3220, Florida Statutes, authorizes Monroe County to enter into agreements with landowners and/or governmental agencies to encourage a stronger commitment to comprehensive and capital facilities planning, ensure the provision of adequate public facilities for development, encourage the efficient use of resources, and reduce the economic cost of development.

I. This Agreement, among other things, is intended to and shall constitute a development agreement among the Parties pursuant to the Florida Local Government Development Agreement Act, Section 163.3223, *et seq.*, Florida Statutes (the "Act").

J. Both Monroe County and Spottswood recognize that the public noticing and hearing procedures shall follow the requirements of F.S. 163.3225, which require public hearings before the Planning Commission and the Board of County Commissioners for consideration of a development agreement.

K. Monroe County finds that entering into this Agreement furthers the purposes, goals, objectives, and policies of the Comprehensive Plan which contains objectives and policies that seek to encourage the provision of affordable housing through incentive programs and changes to the Land Development Regulations and the residential dwelling permit allocation system. (Objective 601.2, Policy 601.1.12 and Objective 601.6).

## II. PURPOSE

The overall purpose of this Agreement is to allow the County and Spottswood to implement the provisions of Monroe County Code Section 130-161.1 as applied to the Property in order to supply needed affordable housing in the unincorporated Lower Keys and to allow for a reasonable use of the Property by allowing the transfer of market rate permanent residential ROGO exemptions lawfully associated with the Property to eligible receiver sites in the unincorporated Lower Keys.

## III. AGREEMENT REQUIREMENTS

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

- A. **Legal Description and Ownership.** The legal description for the Property subject to this Agreement is set forth in Exhibit A.
- B. **Duration of Agreement.** This Agreement shall remain in effect for ten (10) years from the "Effective Date" as defined herein, and may be extended by mutual consent of the Parties and approval at a public hearing, in accordance with Florida Statutes Section 163.3229 (2007). For the duration of this Agreement, the

Parties agree that any development shall comply with and be controlled by this Agreement, the Monroe County Code, and the Monroe County Comprehensive Plan governing the development of the land in effect on the date of execution of this Agreement, in accordance with Section 163.3220, Florida Statutes.

**C. Permitted Uses.**

1. In accordance with this Agreement and with the Mixed Use (MU) Land Use district, the permitted uses for Property include: forty eight (48) two and three-bedroom affordable housing units, accessory recreational uses, a minimum of 72 parking spaces, and an 800 square foot project management office which will be a portion of the one unit rented to the manager of the project.
2. The unit density of the Property is 20 units per gross acre. While this density is representative of the existing residential entitlements recognized as per Monroe County Development Order 02-1989 and is in excess of the 18 units per buildable acre maximum allowed by the current Land Development Regulations, the density of lawful dwelling units is not considered nonconforming in accordance with Section 130-163 of the Monroe County Code. Specifically, this section states "Notwithstanding the provisions of sections 130-157, 130-158, and 130-162, the owners of land upon which a lawfully established dwelling unit, mobile home, or transient residential unit exists shall be entitled to one dwelling unit for each type of dwelling unit in existence before January 4, 1996. Such legally-established dwelling unit shall not be considered as a nonconforming use".

**D. Public Facilities.** There are no impacts on public facilities, since the number of lawfully approved units is derived from pre-existing mobile homes and commercial floor area is not increased by approval and application of this Agreement. The number of units and the commercial floor area were recognized in the planning for the sewage treatment plant serving this area of Stock Island and the units and floor area were accounted for as existing in the data base prepared for the Monroe County 2010 Comprehensive Plan.

1. The Florida Keys Aqueduct Authority provides domestic potable water to the Property. The Florida Keys Aqueduct Authority will individually meter each unit.
2. Electric service is provided by Keys Energy Services to the Property, and each unit will be individually metered.
3. Solid waste service is provided to the Property by a solid waste collection system franchised by Monroe County.
4. The Property will connect to central sewer via the Key West Resort Utilities system available to Stock Island properties.

**E. Reservation or Dedication of Land.** There is no reservation or dedication of land for public purpose contemplated by this Agreement.

- F. Development Allowed.** The following specific criteria are those which will guide the development of the Property and are the standards by which any further approvals shall be measured and shall be as follows:
1. To allow Spottswood to design and construct 48 two and three-bedroom affordable housing units, associated accessory uses and an office to serve only the residents on the Property subject to and only after obtaining approval from Monroe County of a major deviation to the existing unexpired major conditional use approval stipulated in Monroe County Planning Commission Resolution P32-05, as extended by Resolution P24-08 and Florida S.B. 360 and H.B. 1752 applications. The design shall be of a height as defined in the Monroe County Code of no greater than 35 feet.
  2. To allow Spottswood to transfer 48 market rate permanent residential ROGO exemptions to one or more individual single-family lots in the unincorporated Lower Keys. A minor conditional use permit shall be required for each receiver site. If a receiver site receives multiple ROGO exemptions, only a single minor conditional use permit shall be required. The Growth Management Division of Monroe County shall track the transfer of all ROGO exemptions by the assignment of unique tracking numbers, which shall be assigned as each receiver site is identified and approved.
  3. To allow Spottswood to transfer to one or more appropriately zoned locations in the Lower Keys all or portions of the 14,219 square feet of NROGO exemptions recognized by Monroe County Planning Commission Development Order 02-1989, later re-affirmed in Planning Commission Resolutions P04-03 and P32-05, subject to current regulations pertaining to off-site transfer of non-residential floor area and eligible receiver sites and at a minimum each transfer shall be documented with a minor conditional use permit for each receiver site .
  4. To give without further process to Monroe County the three remaining of the 51 market rate residential ROGO exemptions on the Property recognized by Monroe County Resolutions P04-03 and P32-05, at the time of issuance of the certificates of occupancy for all of the affordable units on the Property for use in administrative relief or beneficial use determinations.
  5. To allow Spottswood to obtain 48 affordable ROGO allocations from Monroe County from existing and/or future allocations of affordable ROGO allocations in order to build the 48 units in one phase-with construction complete not later than the end of 2014.
  6. To allow Spottswood to allocate all of the 48 units to be constructed to allow rental use only of the units for the very low and low income categories identified in Section 130-161.1(2)(c)(i)(4) with a qualifying income not to exceed 60% of the Monroe County median income rather than allocating any units to the median and moderate income categories as may be allowed by the Monroe County Board of County Commissioners as per the subsection listed above.

7. Eligible Building Permit fees charged at the time of permitting shall be waived for the construction of the affordable housing.
8. To allow Spottswood to obtain from Monroe County a waiver of impact fees for the 48 affordable housing units as allowed by Section 130-160.1(5) a in recognition that the 51 residential dwelling unit ROGO exemptions derived from pre-existing units long in place before the Monroe County impact fees ordinance became effective in 1986.

**G. Development and Affordable Housing Standards.** The development standards shall be determined by the application of the standards contained in the Monroe County Land Development Regulations as determined by the approval of a deviation to the existing major conditional use for the Property and by the granting of the minor conditional use permits for the transfer of ROGO allocations and exemptions to and from the Property as required by Monroe County Code section 130-161.1. Further, the following specific standards shall apply to the development of the affordable housing units on the Property and to the units enabled by the transfer of the market rate ROGO exemptions, however the County and Spottswood recognize that no housing for sale shall be provided on the Property; all affordable units shall be for rental only. Rentals shall be only to those persons at the low and very low income levels making not more than 60% of the median income for Monroe County.

1. No market rate ROGO exemptions for transfer offsite shall be awarded until an affordable housing ROGO allocation is awarded to the sender site and certificates of occupancy are received for the corresponding number of deed restricted affordable units constructed on the Property.
2. If Spottswood has not transferred the entire market rate ROGO exemptions offsite by the termination or expiration of this Agreement, all such remaining un-transferred market rate ROGO exemptions shall become the property of Monroe County to be utilized for the purpose of administrative relief.
3. Monroe County impact fees for dwelling units built with the ROGO exemptions transferred from the property shall not be waived.
4. Tourist housing use or vacation rental use of the affordable housing units established on the Property shall not be allowed.
5. All of the redeveloped housing units transferred to a receiver site shall:
  - a. Remain in the same planning sub-district as the original sender site(s).
  - b. Be located in a Tier III designated area.
  - c. Not propose clearing of any portion of an upland native habitat patch of one acre or greater in size.
  - d. Not be located in a velocity (V) zone.
6. All units maintained at the sender site under this Development Agreement and the Monroe County Affordable housing incentive program shall comply with the following affordability criteria:
  - a. Rental Affordable Housing Units. Rents of sender site units, not including utilities, and income limits for resulting deed restricted affordable dwelling units shall follow:

- i. Very Low Income. Represents 28% of the median income; or
  - ii. Low Income. Represents 60% of the median income; or
  - iii. Definitions follow:
    - (a) Median income, rental rates, and qualifying income tables means eligibility requirements compiled each year by the planning department based upon the median annual household income published for the county on an annual basis by the U.S. Department of Housing and Urban Development and similar information for median and moderate income levels from the Florida Housing Finance Corporation. Affordable housing eligibility requirements for each household will be based upon median annual household income adjusted by family size, as set forth by the U.S. Department of Housing and Urban Development and the Florida Housing Finance Corporation. The county shall rely upon this information to determine maximum rental rates and maximum household incomes eligible for affordable housing rental or purchase.
    - (b) Monthly median household income means the median annual household income for the county divided by 12.
  - iv. The monthly rental amounts shall be in compliance with the Low Income Housing Tax Credit (LIHTC) maximum rental rates.
7. At the time of a new rental for an affordable unit, the total income of households eligible to rent shall not exceed the same income limits of the category in which they were originally awarded.
8. All units designated by this development agreement as deed restricted affordable housing shall comply with hurricane standards established by the Florida Building Code and habitability standards established under the Florida Landlord and Tenant Act. Compliance with this provision shall be accomplished prior to the issuance of a building permit for the transferred market rate ROGO exemption and after the deed restricted affordable housing unit is fully restricted and in compliance with this provision.
9. Not more than 50% of the existing affordable housing allocations currently available in the County shall be used for affordable housing allocations at the Property, unless approved by the Board of County Commissioners (BOCC). For the County to monitor receipt of the affordable housing ROGO allocations, Spottswood and the County agree that the BOCC may approve the allocation reservation by resolution concurrent with this development agreement. The resolution and any other resolutions concerning ROGO reservations shall be the controlling documents concerning the allocation reservations and supersede any provisions of this Agreement. It is intended that the initial Resolution be consistent with Section 138-24 of the Monroe County Code as follows:
- a. Reservation criteria of affordable housing allocations.

- i. The BOCC reserves 48 affordable ROGO allocations for award to Spottswood for the use on the Property until February 1, 2012.
    - ii. Building permits for the affordable units shall be obtained by February 1, 2012.
    - iii. The Board of County Commissioners may, at its discretion, place conditions on any reservation as it deems appropriate. These reservations may be authorized by the Board of County Commissioners for affordable units participating in the Florida State Housing Financing Agency tax credit program or using other public financing vehicles.
  - b. Relinquishment of affordable housing ROGO allocations. If Spottswood does not comply with reservation and construction deadline criteria within this Agreement or in the ROGO allocation reservation resolution(s), it shall forfeit the affordable housing ROGO allocation awards and the affordable ROGO allocation awards shall be cycled back through the ROGO system for award to an alternate recipient.
  - c. Nothing herein shall prohibit Spottswood from applying for an extension to the ROGO allocation Reservation, but the County is not obligated under any circumstances to give such extension.
- H. **Finding of Consistency.** By entering into this Agreement, Monroe County finds that the development permitted or proposed herein is consistent with and furthers Monroe County's Comprehensive Plan and Land Development Regulations.
- I. **Affordable Housing Deed Restriction and Length.** This Agreement is and hereby constitutes a deed restriction on the Property for a period of not less than ninety-nine (99) years for affordable housing units for the income limits as prescribed above. At the County's request, Spottswood shall file an additional deed restriction in the format and as approved by the Planning Director and County Attorney.
- J. **Breach, Amendment, Enforcement, and Termination.**
  1. Material Breach. A material breach by Spottswood occurs if all 48 units of affordable housing are not built and in receipt of a certificate of occupancy. A material breach by Monroe County occurs upon Monroe County's failure to comply with the terms of this Agreement after Notice as provided in following Subsection III.J.2.
  2. Notice. Upon either Party's material breach of the terms and conditions of this Agreement, the other party shall serve written notice on and shall provide the opportunity, within ninety (90) days, to propose a method of fulfilling the Agreement's terms and conditions or curing the breach. Both Parties shall be provided an additional 90 days to cure the material breach or to negotiate an amendment to this Agreement within a reasonable time, as mutually agreed to by the Parties.

3. Amendment or Termination. The Parties hereto shall at all times adhere to the terms and conditions of this Agreement. Amendment, termination, extension, or revocation of this Agreement shall be made in accordance with the notification and procedural requirements set forth herein.
- a. Amendments to this Agreement shall subject Spottswood to the laws and policies in effect at the time of the amendment only if the conditions of Section 163.3233(2), Florida Statutes, are met.
  - b. No modifications, extensions, amendments, or alterations of the terms or conditions contained herein shall be effective unless contained in a written document approved and executed by Monroe County and Spottswood.
  - c. Amendment, extension or termination shall require at least two (2) public hearings. The hearings shall be held pursuant to an application filed with Monroe County by the Party seeking to amend or terminate this Agreement, along with the requisite filing fee. Notice of public hearing shall be in accordance with Monroe County Ordinances and Florida Statutes.
4. Enforcement.
- a. After notice and an opportunity to respond and/or cure the material breach as provided for below. In addition, Monroe County may utilize appropriate code enforcement remedies to cure any breach after notice and an opportunity to cure as provided herein.
  - b. Monroe County, Spottswood, their successors or assigns, or any aggrieved or any adversely affected person as defined in Section 163.3215(2), Florida Statutes, may file an action for injunctive relief in the Circuit Court of Monroe County to enforce the terms of this Agreement or to challenge compliance with the provisions of Sections 163.3243, Florida Statutes.
  - c. Nothing contained herein shall limit any other powers, rights, or remedies that either party has, or may have in the future, to enforce the terms of this Agreement.
- K. State and Federal Law.** If State or Federal laws enacted after the effective date of this Agreement preclude either Party's compliance with the terms of this Agreement, this Agreement shall be modified as is necessary to comply with the relevant State or Federal laws.
- L. Compliance with Other Laws.** The failure of this Agreement to address a particular permit, condition, term, or restriction shall not relieve Spottswood of the necessity of complying with the laws governing said permitting requirements, conditions, terms or restrictions.
- M. Reservation of Rights.** This Agreement shall not affect any rights, which may have accrued to any party to this Agreement under applicable law. Both Monroe County and Spottswood reserve any and all such rights. All approvals referenced in this Agreement are subordinate to compliance with all applicable laws, codes,

and land development regulations and permits, except to the extent otherwise provided for in this Agreement.

- N. No Permit.** This Agreement is not and shall not be construed as a Development Permit, Development Approval or authorization to commence development, nor shall it relieve Spottswood of the obligations to obtain necessary Development Approvals that are required under applicable law and under and pursuant to the terms of this Agreement and Monroe County Code.
- O. Good Faith; Further Assurances; No Cost.** The Parties to this Agreement have negotiated in good faith. It is the intent and agreement of the Parties that they shall cooperate with each other in good faith to effectuate the purposes and intent of, and to satisfy their obligations under, this Agreement in order to secure to themselves the mutual benefits created under this Agreement. The Parties agree to execute such further documents as may be reasonably necessary to effectuate the provisions of this Agreement; provided that the foregoing shall in no way be deemed to inhibit, restrict or require the exercise of Monroe County's police power or actions of Monroe County when acting in a quasi-judicial capacity. Wherever in this Agreement a provision requires cooperation, good faith or similar effort to be undertaken at no cost to a party, the party co-operating, reviewing or undertaking the effort shall, nonetheless, bear its cost of attendance at meetings, hearings or proceedings and comment and/or execution of documents, inclusive of the expense of its counsel.
- P. Successors and Assigns.** This Agreement shall constitute a covenant running with the land, which shall be binding upon the Parties hereto, their successors in interest, heirs, assigns, and personal representatives.
- Q. Joint Preparation.** This Agreement has been drafted with the participation of Monroe County and Spottswood and their counsel, and shall not be construed against any party on account of draftsmanship. The captions of each article, section and subsection contained in this Agreement are for ease of reference only and shall not affect the interpretational meaning of this Agreement. Whenever the term "included" is used in this Agreement, it shall mean that the included items, or terms are included without limitation as to any other items or terms, which may fall within the listed category.
- R. Notices.** All notices, demands, requests, or replies provided for or permitted by this Agreement shall be in writing and may be delivered by any one of the following methods: (a) by personal delivery; (b) by deposit with the United States Postal Service as Certified or Registered mail, return receipt requested, postage prepaid, to the addresses stated below; or (c) by deposit with an overnight express delivery service with proof of receipt. Notice shall be deemed effective upon receipt. For purposes of notice, demand, request, or replies:

The address of Monroe County shall be:

County Administrator  
 1100 Simonton Street  
 Room 2-205  
 Key West, Florida 33040

Doc# 1821967  
 Bk# 2502 Pg# 620

with a copy to

Assistant County Attorney  
 PO BOX 1026  
 Key West, FL 33041  
 and  
 1111 12th Street Suite 408  
 Key West, Florida 33040

The address of Banyan Grove Development Corporation, a subsidiary of Spottswood Partners, Inc. shall be:

Robert Spottswood  
 506 Fleming Street  
 Key West, Florida 33040

It is the responsibility of the Parties to notify all Parties of change in name or address for proper notice.

- S. Force Majeure.** Any prevention, delay or stoppage due to strikes, lockouts, labor disputes, acts of God, inability to obtain labor or materials or reasonable substitutes therefore, riot, civil commotion, fire or other casualty and other causes beyond the reasonable control of the party obligated to perform, excluding the financial inability of such party to perform and excluding delays resulting from appeals or rehearing, shall excuse the performance by such party for a period equal to any such period of prevention, delay or stoppage. In order to avail itself of this force majeure provision, the party invoking the same shall provide the other party with a written notice that shall consist of a recitation of all events that constitute force majeure events under this Section, together with the beginning and ending dates of such events.
- T. Construction.**
1. This Agreement shall be construed in accordance and with the laws of the State of Florida. The Parties to this Agreement have participated fully in the negotiation and preparation hereof; and, accordingly, this Agreement shall not be more strictly construed against any one of the Parties hereto.
  2. In construing this Agreement, the use of any gender shall include every other and all genders, and captions and section and paragraph headings shall be disregarded.

3. All of the exhibits attached to this Agreement are incorporated in, and made a part of, this Agreement.
- U. **Omissions.** The Parties hereto recognize and agree that the failure of this Agreement to address a particular permit, condition, terms, or restriction shall not relieve either Party of the necessity of complying with the law governing said permitting requirements, conditions, term, or restriction notwithstanding any such omission.
- V. **Jurisdiction and Governing Law.** The Parties hereto agree that any and all suits or actions at law shall be brought in Monroe County, Florida, and no other jurisdiction. This Agreement shall be construed and interpreted under the laws of the State of Florida. This Agreement is not subject to arbitration.
- W. **Litigation.** The County and Spottswood agree that in the event any cause of action or administrative proceeding is initiated or defended by any party relative to the enforcement or interpretation of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, court costs, investigative, and out-of-pocket expenses, as an award against the non-prevailing party, and shall include attorney's fees, court costs, investigative, and out-of-pocket expenses in appellate proceedings. Mediation proceedings initiated and conducted pursuant to this Agreement shall be in accordance with the Florida Rules of Civil Procedure and usual and customary procedures required by the circuit court of Monroe County. This Agreement is not subject to arbitration.
- X. **Time of Essence.** Time shall be of the essence for each and every provision hereof.
- Y. **Entire Agreement.** This Agreement, together with the documents referenced herein, constitute the entire agreement and understanding among the Parties with respect to the subject matter hereof, and there are no other agreements, representations or warranties other than as set forth herein. This Agreement may not be changed, altered or modified except by an instrument in writing signed by the Party against whom enforcement of such change would be sought and subject to the requirements for the amendment of development agreements in the Act.
- Z. **Counterparts.** This Agreement may be executed in one or more counterparts, and by the different Parties hereto in separate counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement.
- AA. **Recording.** Monroe County shall record this Agreement with the Clerk of the Circuit Court of Monroe County within fourteen (14) days following signature by all Parties. Spottswood agrees that it shall be responsible for all recording fees and other related fees and costs related to the recording and delivery of this Agreement as described in this section. The provisions hereof shall remain in full force and effect during the term hereof and shall be binding upon all successors in

interest to the Parties to this Agreement. Whenever an extension of any deadline is permitted or provided for under the terms of this Agreement, at the request of either Party, the other Parties shall join in a short-form recordable memorandum confirming such extension that shall be recorded in the Public Records of Monroe County.

- BB. Conflicting Resolutions.** All resolutions or parts thereof in conflict with the provisions of this Agreement and its resolution are hereby repealed to the extent of such conflict.
- CC. Severability.** If any part of this Agreement is contrary to, prohibited by, or deemed invalid under any applicable law or regulation, such provisions shall be inapplicable and deemed omitted to the extent so contrary, prohibited, or invalid; however, the remainder here shall not be invalidated thereby and shall be given full force and effect.
- DD. Effective Date.** The "Effective Date" of this Agreement is 30 days after the duly signed and recorded Agreement is received by the Florida Department of Community Affairs pursuant to Chapter 380, Florida Statutes.

**BALANCE OF PAGE INTENTIONALLY LEFT BLANK  
SIGNATURE PAGE TO FOLLOW**

**Doc# 1821967  
Bk# 2502 Pg# 622**

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

Signed, sealed, and delivered  
in the presence of:

[Signature]  
Print Name Erica M. Hughes-Sterling

[Signature]  
Print Name Patricia Gae Ganister

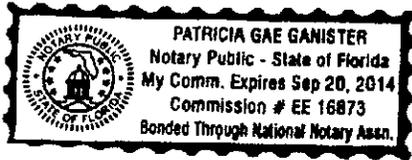
**Banyan Grove Development Corporation**  
a subsidiary of Spottswood Partners, Inc.

By: [Signature]

Title: V. Pres.

Dated: 1/3/2011

The foregoing instrument was acknowledged before me on this 3<sup>rd</sup> day of January, 2011, by Robert A. Spottswood the Vice President of Banyan Grove Development Corporation. He is personally known to me or produced as identification and did not take an oath.



[Signature]  
Notary Public

Printed name

My commission expires



DANNY KOLHAGE, CLERK

MONROE COUNTY BOARD OF  
COUNTY COMMISSIONERS

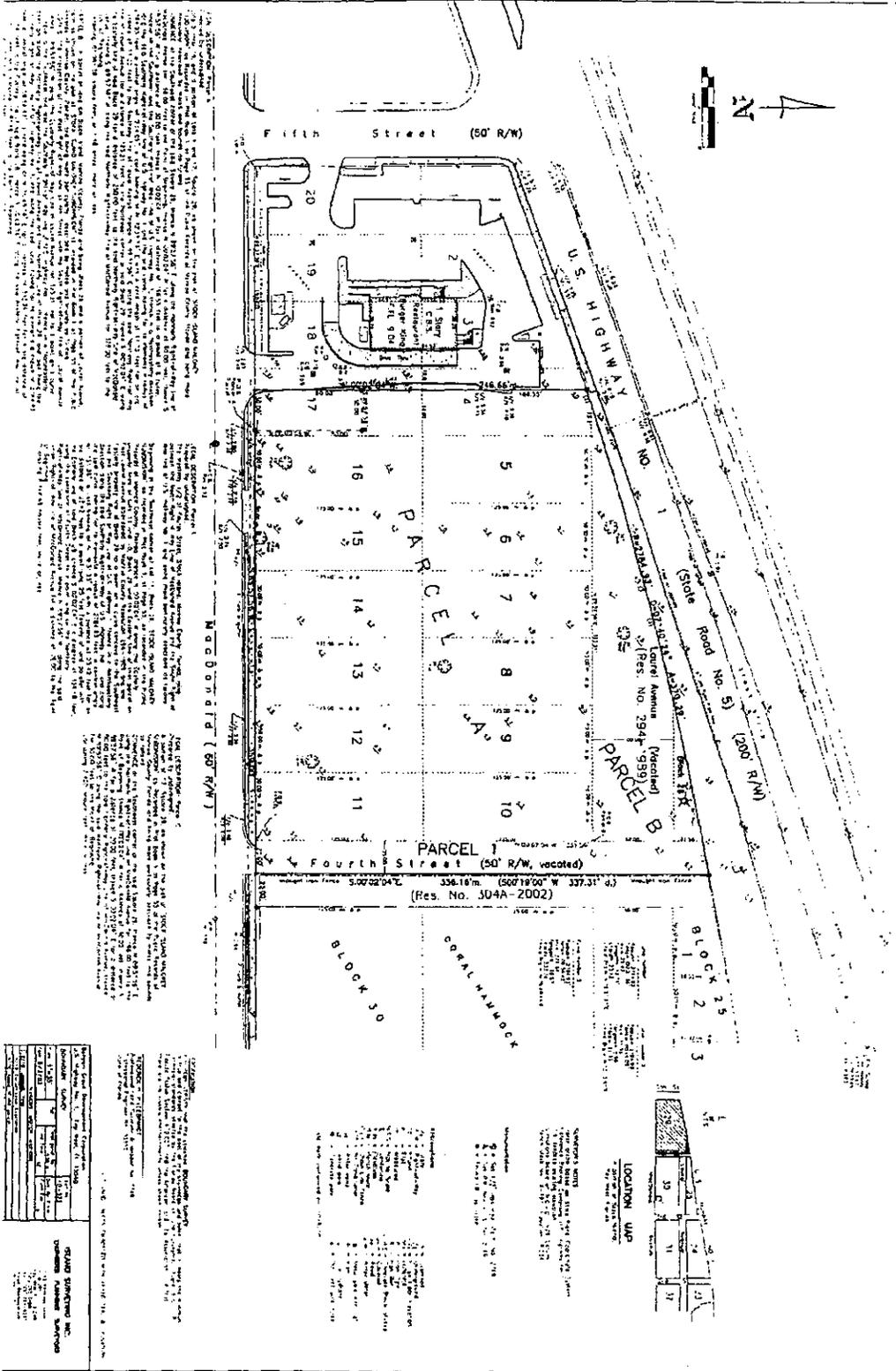
[Signature]  
Deputy Clerk

[Signature]  
Mayor Heather Carruthers

MONROE COUNTY ATTORNEY  
APPROVED AS TO FORM:  
[Signature]  
SUSAN M. GRIMSLEY  
ASSISTANT COUNTY ATTORNEY  
Date 1-25-2011

## Exhibit A - Survey and Legal Description

Doc# 1821967  
Bk# 2502 Pg# 624



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

Lots 5 thru 16, and a portion of Lots 4 and 17, Square 29, as shown on the plat of "STOCK ISLAND MALONEY SUBDIVISION" as recorded in Plat Book 1 at Page 55, of the Public Records of Monroe County Florida and being more particularly described by metes and bounds as follows:

COMMENCE at the Southwest corner of the said Square 29; thence N 89 degrees 57'56" E along the Northerly Right-of-way line of MacDonald Avenue for 196.00 feet to the Point of Beginning; thence N 00 degrees 02' 04" W for a distance of 80.00 feet; thence S 89 degrees 57' 56" W for a distance of 30.00 feet; thence N 00 degrees 02' 04" W for a distance of 166.55 feet to a point of a curve concave to the Southeast and the Southerly Right-of-way line of U.S. Highway No. 1 thence in a Northeasterly direction along the said Southerly Right-of- line of U.A. Highway No. 1 and the said curve having for its elements a radius of 2764.93 feet, a central angle of 01 degrees 14' 05" a cord bearing of N 72 degrees 31' 23" E with a cord length of 11.33 feet for an arc distance of 11.33 feet to the Southerly line of Laurel Avenue thence N 89 degrees 57' 56" E along the said Northerly Right-of-way line of Laurel Avenue for distance of 323.21 feet to the Northeast corner of said Block 29; thence S 00 degrees 02' 04" E along the Easterly line of said Block 29 for a distance of 250.00 feet; to the said Northerly Right-of-way line of MacDonald Avenue; thence S 89 degrees 57' 56" W along the said Northerly Right-of-Way line of MacDonald Avenue for 329.00 feet to the Point of Beginning.  
Containing 81,081.38 square feet, or 1.86 acres, more or less.

PARCEL B: A parcel of land on Stock Island, Monroe County, Florida and being Block 26 and a portion of Laurel Avenue, both as shown on the plat of "STOCK ISLAND MALONEY SUBDIVISION" as recorded in Plat Book 1, at Page 55, of the Public Records of Public Records of Monroe County, Florida, and being more particularly described by metes and bounds as follows:

BEGIN at the intersection of the West Right of Way line of 4<sup>th</sup> Street with the South Right-of-way line of Laurel Avenue; thence S 89 degrees 57' 56" W along the Southerly Right-of-way Line of Laurel Avenue for 323.21 feet to a point on a curve, concave to the Southeast and also the Southerly Right-of-way line of U.S. Highway No. 1; thence in a Northeasterly direction along the Northerly Right-of-way Line of Laurel Avenue and the Northerly Line of Block 26, and also being the Southerly Right-of-way Line of U.S. Highway No. 1, and along the said curve, having for its elements a radius of 2764.93 feet, a central angle of 06 degrees 54' 42" a cord being of N 75 degrees 48' 14" E for a distance of 333.34 feet for a arc distance of 333.54 to the Easterly line of said Block 26; thence S 00 degrees 02' 04" E along the said Westerly Right-of-way line of Fourth Street for a distance of 81.56 feet to the Point of Beginning.  
Containing 12,792.19 square feet or 0.29 acres, more or less.

LEGAL DESCRIPTION: Parcel 1

The Westerly ½ of Fourth Street, Stock Island, Monroe County, Florida, lying between the North Right of Way Line of MacDonald Avenue and the South Right of Way Line of U.S. Highway No. 1 and being more particularly described as follows:

Beginning at the Southeast corner of Lot 11, Block 29, "STOCK ISLAND MALONEY SUBDIVISION" as recorded in Plat Book 1, at Page 55, as recorded in the Public Records of Monroe County, Florida, thence N 00 degrees 02'04" W along the Easterly property lines of Lots

11 and 10, Block 29 and the Easterly line of that parcel on East Laurel Avenue abandoned by Monroe County Resolution 294-1989 and the Easterly property line of Block 26 to a point on a curve concave to the Southeast and the Southerly Right of Way Line of U.S. Highway 1; thence in a Northeasterly direction along the said Southerly Right-of-Way line of U.S. Highway No. 1 and along the said curve, having for its elements a radius of 2764.93 feet, a central angle of 0 degrees 31'36", a cord bearing of N 79 degrees 31'23" E with a distance of 25.42 feet for an arc distance of 25.42 feet to a point lying 25 feet Easterly of and parallel with the Easterly line of said Block 29; thence S 00 degrees 02'04" E a distance of 336.16 feet along the centerline of Fourth Street to a point lying on the Northerly Right-of-Way line of MacDonald Avenue; thence N 89 degrees 57'56" W along the said North Right-of-Way line of MacDonald Avenue for a distance of 25.00 to the Point of Beginning.  
Containing 8,346.48 square feet, more or less.

**LEGAL DESCRIPTION: Parcel C:**

A portion of Lot 17, Square 29, as shown on the plat of "STOCK ISLAND MALONEY SUBDIVISION" as recorded in Plat Book 1, at Page 55, of the Public Records of Monroe County, Florida and being more particularly described by metes and bounds as follows:  
COMMENCE at the Southwest corner of the said Square 29; thence N. 89 degrees 57'56" E along the Northerly Right-of-Way line of MacDonald Avenue for 196.00 feet to the Point of Beginning; thence N 00 degrees 02' 04" W for a distance of 80.00 feet; thence S 89 degrees 57'56" W for a distance of 30.00 feet; thence S 00 degrees 02'04" E for a distance of 80.00 feet to the said Northerly Right-of-Way Line of MacDonald Avenue; thence N 89 degrees 57'56" E along the said Northerly Right-of-Way line of MacDonald Avenue for 30.00 feet to the Point of Beginning.  
Containing 2,400 square feet more or less.

**Doc# 1821967  
Bk# 2502 Pg# 627**

EXHIBIT A  
Banyan Grove Development Agreement  
Survey & Legal Description  
Page 3 of 3

**Exhibit B - Monroe County Development Order 02-1989 and  
Resolution P04-03**

**Doc# 1821967  
Bk# 2502 Pg# 628**

17.00  
250

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OFF 1086 PAGE 0011

MONROE COUNTY, FLORIDA  
MINOR CONDITIONAL USES  
DEVELOPMENT ORDER

02-1939

MONROE COUNTY  
FLORIDA

89 MAR 20 P4:37

FILED FOR RECORD

WHEREAS, the Development Review Committee of Monroe County, Florida, on January 25, 1989, in accordance with the provisions of Sections 9.5-24 and 9.5-68, of the Monroe County Land Development Regulations, to review the request of \_\_\_\_\_ Pearl Trailer Park Rehabilitation \_\_\_\_\_ for a Minor Conditional Use Approval, on the following described property:

RE#12412  
Lots 1-20, Block 29, Maloney Subdivision, Section 34 & 36,  
Township 67, Range 25, Stock Island, approximately MM 12. The  
land use designation is mixed uses (MU).

for the following Minor Conditional Use: The replacement of 51 mobile homes and the addition of 765 square feet of building floor area to an existing mobile home park.

THE PLANNING DIRECTOR, after due consideration of the above-mentioned property, has concluded that said MINOR CONDITIONAL USE APPROVAL be: granted  X ; granted with the following condition(s):

1. The applicant obtain approval of the Board of County Commissioners for abandonment to that portion of Laurel Avenue which has not already been abandoned.
2. Deed restrictions shall be placed on the property and recorded in the official records of Monroe County as follows:

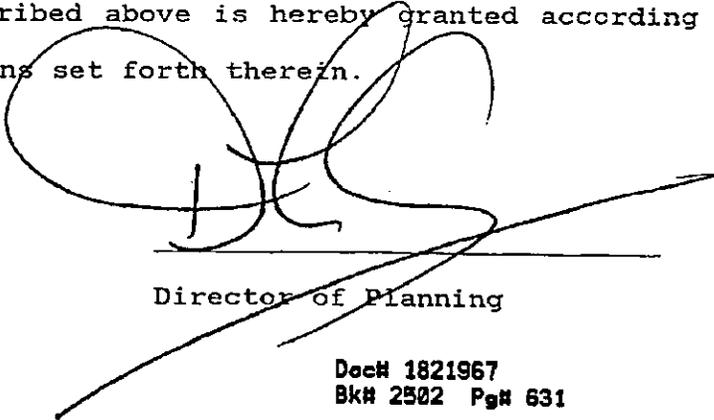
exhibit B 10/10

- a. As long as the property remains a mobile home park all development shall be limited to the construction of accessory structures to mobile homes, but shall not include storage sheds.
  - b. Mobile homes shall in accordance with Monroe County Code be utilized for residential purposes only.
  - c. Only one mobile home shall be permitted per lot as indicate on the site plan and that the maximum density allowed shall be 51 mobile homes and 765 square feet of accessory building use.
3. Solid waste disposal shall be handled on an individual basis at each mobile home site rather than in a common dumpster. Each trailer site shall be provided with a screened trash receptacle area consisting of wooden fencing enclosed on at least three sides.
  4. A landscape plan shall be approved by the County Biologist, including the requirement that all trees with larger than a 3" diameter be identified on the site plan and saved wherever possible. No removal of vegetation shall commence until such time as the Planning Director approves in writing the removal of any trees greater than three (3) inches diameter breast height (DBH).
  5. The perimeter of the green areas on the site shall be fenced.
  6. The office building shall exclude any office use except as required to service the mobile home park.
  7. The laundry shall have two parking spaces, including one handicapped space, which will be located next to the laundry.
  8. The laundry will be owned and maintained by the applicant, or its agent, for use by mobile home park residents. No external advertising to the general public shall be permitted.
  9. All cess pools and septic tanks will be removed in accordance with HRS prior to the replacement of the mobile homes.
  10. The developer shall improve 4th street to a standards acceptable to the county engineer and FDOT as applicable. No Certificate of Occupancy shall be issued until all road improvements are complete, or sufficient performance bonds have been proffered and accepted by the County in a form acceptable to the County Attorney and County Clerk.

- 11. The applicant shall submit a revised site plan and shall be approved in writing by the Planning Director prior to commencement of any building permit for this project.
- 12. A final drainage plan prepared by a licensed engineer and shall be approved by the County Engineer.

UNDER THE AUTHORITY of Section 9.5-72 of the Monroe County Land Development Regulations, this conditional use approval shall become null and void, with no further action required by the County, three and one-half years after the date of the original approval unless all required certificates of occupancy necessitated by the conditional use approval have been obtained.

NOW, THEREFORE BE IT RESOLVED, by the Planning Director of Monroe County, Florida, that the minor conditional use permit for the development described above is hereby granted according to the terms and conditions set forth therein.



Director of Planning

Doc# 1821967  
Bk# 2502 Pg# 631

Date: 02/07/89.

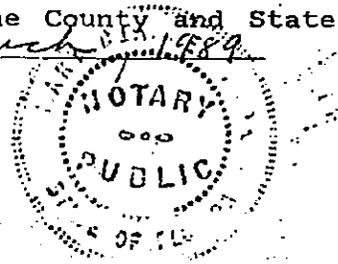
STATE OF FLORIDA,  
COUNTY OF MONROE

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 DONALD CRAIG, to me known to be the person described in and who executed the foregoing instrument and he acknowledged before me that he executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this 3<sup>rd</sup> day of March 1989

NOTARY PUBLIC STATE OF FLORIDA  
BY COMMISSION EXP. SEPT 2, 1990

Exhibit B 3 of 10



Mary Diana Bar  
NOTARY PUBLIC, STATE OF FLORIDA

The requirement contained in Section 9.5-72.(a) that a conditional use permit not be transferred to a successive owner without notification to the Development Review Coordinator within fifteen (15) days of the transfer must be included on the document which is recorded pursuant to this section.

I, the undersigned, do hereby attest that I have read and agree to the conditions listed above.

Doc# 1921967  
BKN 2502 Pg# 632

[Signature]  
Property Owner

3-6-89  
Date

Melinda [Signature]  
Notary Public  
Notary Public, State of Florida  
My Commission Expires Sept. 26, 1992  
Banded Title Trust & Title Insurance Inc.

REFERENCE: In the event that this development order constitutes an amendment, extension, variation, or alteration of a previous conditional use permit, that document may be referenced by the following \_\_\_\_\_

Please be advised that this Development Order is subject to a forty five (45) day appeal period by the State of Florida Department of Community Affairs.

This instrument prepared by:  
Lisa Kee

Exhibit B 4 of 10

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

Doc# 1821967  
BKN 2502 Pg# 633

MAKE CHECKS PAYABLE TO

**DANNY L. KOLHAGE**

CO - 699622

DATE 3-20-89

CLERK OF CIRCUIT COURT  
MONROE COUNTY, FLA.

RECEIVED OF

*Spottswood*  
*Reed, Lee, Planner, Aulet*

TRANSACTION	AMT.	DOCUMENT	ACCT. No.	DATE TRANS
REC. FEE	17.00			
DOC. STAMPS		<i>Developmental Order</i>		
INT. TAX		<i>CG-1989</i>		
COPIES				
FILING FEE				
LAW LIB.				
LEGAL AID				
ADD'L FEE				
DOM REL/REG CT				
CLERK'S FEE				
REFUND			MS MS	\$17.00 1 \$2.50 33
FINE				
COURT COST			28MC89 133568	\$19.50 TL
POL. ACAD.				
LTF				
5% HRS				
EMS				
L.G.C.				
CRIME COMP.				
<i>VP</i>	<i>250</i>			
<b>TOTAL</b>				<b>19.50</b>

THIS FORM BECOMES A RECEIPT ONLY WHEN VALIDATED BY MACHINE OR SIGNED BY THE CLERK OR AUTHORIZED DEPUTY.

BY D.C.

*[Signature]*

*Exhibit B 5 of 10*

*# 2600*  
*# 3480*



**RESOLUTION NO. P04-03**

A RESOLUTION BY THE MONROE COUNTY PLANNING COMMISSION APPROVING THE REQUEST OF THE SPOTTSWOOD FAMILY TRUST D.B.A. CAYO INVESTMENT FOR AN AMMENDMENT TO A MAJOR CONDITIONAL USE TO BUILD A 14,129 SQUARE-FOOT ECKERD DRUG STORE AND SEVEN (7) MARKET RATE DWELLING UNITS ON A PARCEL OF LAND LEGALLY DESCRIBED AS A PORTION OF EAST LAUREL AVENUE (ABANDONED), THE EAST PORTION OF 4TH AVENUE (ABANDONED), LOTS 5 THROUGH 16 AND PART OF LOTS 4 AND 17 OF SQUARE 29, AND ALL OF BLOCKS 37 AND 40, MALONEY SUBDIVISION, STOCK ISLAND, MONROE COUNTY, FLORIDA. THE REAL ESTATE NUMBER IS 00124140-000000.

**WHEREAS**, during a regular meeting held on January 8, 2003, the Monroe County Planning Commission conducted a public hearing on the request filed by the Spottswood Family Trust d.b.a. Cayo Investment for an amendment to a major conditional use to build a mixed use commercial and residential development containing a 14,129 square-foot Eckerd Drug Store and seven (7) units of market rate townhouses on a parcel of land formerly known as Pearl Mobile Home Park located on both US Highway 1 and MacDonald Avenue between the Burger King and Coral Isle Trailer Park at approximately Mile Marker 5; and

**WHEREAS**, the proposed development is located on a parcel of land legally described as a portion of East Laurel Avenue (abandoned), the east portion of 4th Avenue (abandoned), lots 5 through 16 and part of lots 4 and 17 of square 29, and all of blocks 37 and 40, Maloney Subdivision, Stock Island, Monroe County, Florida. The Real Estate number is 00124140-000000; and

**WHEREAS**, the above described property is located in the Mixed Use (MU) land use district and the Future Land Use Map designation is Mixed Use/Commercial; and

**WHEREAS**, the original Major Conditional Use application was approved by the Planning Commission Resolution #P38A-96 which included developing two non-contiguous lots on MacDonald Avenue as an aggregated development in the following manner: the northern portion was approved to be used for a 14,400 square foot open-air market and a 433 square foot public restroom facility, and an existing 1,721 square foot building was to remain as a commercial office; the southern portion containing an existing 1,868 square foot building used as

a radio station was to remain, and two new buildings totaling 15,474 square feet were to be constructed for light industrial use; and

**WHEREAS**, the above Resolution was amended in April 2000. Under the Planning Commission Resolution #P12-00 the following changes were approved: the use of the 1,868 square foot radio station was changed into a walk-up bank and the intensity of use of the 14,400 square foot open-air retail sales market on the north was changed from low- to medium-intensity commercial retail, to high-intensity commercial retail; and the use of the two buildings (totaling 15,474 Sq. Ft.) on the south was changed from light industrial to low- to medium-intensity commercial retail use; and

**WHEREAS**, the Planning Commission was presented with the following evidence, which by reference is hereby incorporated as part of the record of said hearing:

1. The Amendment to a Major Conditional Use Application, including Site Plan by Thomas E. Pope, P.A. Architect, dated 09/16/2002 and revised on 10/17/02; and Conceptual Landscape Plan by the Craig Company, dated 09/16/2002; and Drainage Plan by PE & D, Inc., dated 09/10/2002; and Floor plans by Thomas E. Pope, P.A. Architect, dated 08/28/2002; and Elevations plans by Thomas E. Pope, P.A. Architect, dated 08/28/2002; and Plan and Interior design of Eckerd's Drug Store by Kent D. Hamilton, A.I.A., Architect, dated 07/26/2002; and Elevation drawings of Eckerd's Drug Store by Kent D. Hamilton, A.I.A., Architect, dated 07/26/2002; and Boundary Survey by Frederick H. Hildebrandt, Engineer, Planner, Surveyor, and dated 08/02/2002; and
2. The Staff Report prepared by Aref Joulani, Senior Planner, Rebecca Redondo, Biologist, dated 12/20/2002; and  
Doc# 1821967  
Bk# 2502 Pg# 635
3. The sworn testimony of the Growth Management Staff; and
4. The comments of John Wolfe, Planning Commission Counsel; and
5. The sworn testimony of Rebecca Jetton, Department of Community Affairs; and
6. The sworn testimony of Donald L. Craig, AICP, the applicant's agent; and
7. The sworn testimony of Bill Spottswood, representing the applicant; and

**WHEREAS**, the Development Order #02-1989 recognized that 51 mobile homes were legally existing on this site; and

**WHEREAS**, the said development order remained valid on the effective date of ROGO and the units were physically present for the 1990 census and accounted for in the hurricane evaluation model which forms the basis of ROGO; and

**WHEREAS**, the Planning Commission has made the following Findings of Fact and Conclusions of Law based on the evidence presented:

1. Based on the application, the proposed project amends the Planning Commission Resolution #P12-00 exclusively with regards to the northern part of the development identified with RE# 0012140-000000. The Resolution #P12-00 and amendment to it under Resolution #P34-01 and conditions of the approvals under those resolutions still apply to the southern portion of the development known as Spotswood Shops.
2. Based on the Development Order #02-1989 and the Memorandum dated November 13, 2002 from the Assistant County Attorney, the property is vested to have the rights to be redeveloped with up to 51 ROGO exempt residential units subject to compliance with all other applicable land development regulation. Therefore, we find that the ROGO exempt residential units are not transferable off-site per Section 9.5-120.4(b) and can only be built back on-site in accordance with Section 9.5-120.4(a).
3. Based on the application, the applicant is proposing to build 14,129 Sq. Ft. of vested medium intensity commercial use and seven (7) market rates residential units. Although we find the project to be in compliance with sections 9.5-262 and 9.5-269, the Site Plan shall be revised to show correct Site Analysis related to residential density and site utility information.
4. Based on the County's Traffic Consultant letter dated December 16, 2002, although the submitted traffic report has adequately addressed all related issues, it is not clear if the flow of traffic inside the property is adequate. Therefore, we conclude that a site plan showing the vehicle maneuverability inside the property shall be submitted.
5. Based on the County's Traffic Consultant letter dated December 16, 2002, it appears that the site plan for the Burger King Restaurant, located adjacent to the project site was intended to provide common use access between the two properties. Therefore, we find that the applicant shall explore the feasibility of having internal connection between the two properties to reduce the vehicular traffic on adjacent streets, especially US 1 Highway.
6. Based on the application, a storm water management plan has been provided with the submitted plans. Therefore, we find that the plan shall be reviewed and approved by the Monroe County Engineer to determine compliance with Section 9.5-293.
7. Based on the application, connection to the Key West Resort Utilities is the preferred option for wastewater treatment. However, we find that if the applicant decides to use on site sewage treatment plant, the existing Environmental Health Permit must be revised and approval of the Department of Health and/or the Department of Environmental Protection shall be submitted.
8. Based on the application, coordination with the Fire Marshal has started. Therefore, we conclude that conceptual approval of the project by the Fire Marshal's Office is needed.
9. Based on the application, a letter of coordination has been submitted to the Florida Keys Aqueduct Authority (FKAA). Therefore, we conclude that the plans shall be reviewed and approved by FKAA.

10. Based on the application, coordination with the Keys Energy Services (KEYS) has started. According to the letter of coordination dated September 12, 2002, KEYS will need a full set of plans and a project review form to determine load requirement. Therefore, we conclude that approval of the plans by KEYS is required.
11. To preserve the community character of the area, we find that metal roof shall be used for the proposed Eckerd Drug Store.

**BE IT RESOLVED BY THE PLANNING COMMISSION OF MONROE COUNTY, FLORIDA**, that the preceding Findings of Fact and Conclusions of Law support its decision to **APPROVE** the request of the Spottswood family trust d.b.a. Cayo Investment for an amendment to a major conditional use to build a mixed use commercial and residential development including a 14,129 square-foot Eckerd Drug Store and seven (7) units of market rate houses on a parcel of land formerly known as Pearl Mobile Home Park that is legally described as a portion of East Laurel Avenue (abandoned), the east portion of 4th Avenue (abandoned), lots 5 through 16 and part of lots 4 and 17 of square 29, and all of blocks 37 and 40, Maloney Subdivision, Stock Island, Monroe County, Florida, near Mile Marker 5 subject to the following conditions:

1. The Site Plan shall be revised to show correct Site Analysis associated with the residential density and site utility information of the project prior to the issuance of a building permit.
2. Prior to issuance of a building permit, a site plan showing the vehicle maneuverability within the property shall be submitted and approved by the County's Traffic Consultant.
3. The applicant shall investigate the feasibility of having an internal connection between the Burger King Restaurant and the project to reduce the vehicular traffic on adjacent streets, especially US 1 Highway. The result of this investigation shall be submitted to and approved by the County's Traffic Consultant prior to issuance of a building permit.
4. Prior to issuance of a building permit, approval of the surface water management plan by the County Engineer shall be provided.
5. Prior to issuance of a building permit, the Florida Department of Health and/or the Department of Environmental Protection shall approve the Wastewater Treatment Plan.
6. Prior to issuance of a building permit, a Fire Protection Plan shall be approved by the Monroe County Fire Marshal.
7. Prior to issuance of a building permit, a complete set of plans must be reviewed and approved by FCAA.
8. The Keys Energy Services (KEYS) shall determine load requirement based on the review of a complete set of plans and approval shall be received prior to the issuance of a building permit.

9. To preserve the community character of the area, metal roof shall be used for the proposed Eckerd Drug Store.

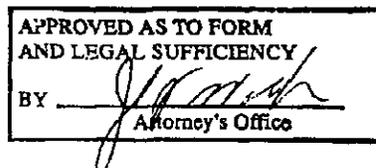
**PASSED AND ADOPTED** by the Planning Commission of Monroe County, Florida, at a regular meeting held on the 8th day of January 2003.

Chair David C. Ritz	<u>YES</u>
Vice Chair Denise Werling	<u>YES</u>
Commissioner Julio Margalli	<u>YES</u>
Commissioner Jerry Coleman	<u>YES</u>
Commissioner Alicia Putney	<u>YES</u>

PLANNING COMMISSION OF MONROE COUNTY, FLORIDA

BY David C. Ritz  
David C. Ritz, Chair

Signed this 07th day of Feb., 2003



MONROE COUNTY  
OFFICIAL RECORDS

EXHIBIT "B" 10 of 10

**Exhibit C - Monroe County Planning Resolution P32-05**

**Doc# 1821967  
Bk# 2502 Pg# 639**

**PLANNING COMMISSION RESOLUTION NO. P32-05**

A RESOLUTION BY THE MONROE COUNTY PLANNING COMMISSION APPROVING THE REQUEST OF THE SPOTTSWOOD FAMILY TRUST, INC FOR AN AMENDMENT TO A MAJOR CONDITIONAL USE FOR THE DEVELOPMENT OF FORTY-SIX (46) TWO STORY ELEVATED RESIDENTIAL UNITS. THE PROPERTY IS LEGALLY DESCRIBED AS A PORTION OF EAST LAUREL AVENUE (ABANDONED) LOTS 5 THROUGH 16 AND PART LOTS 4 AND 17 OF BLOCK 29, AND ALL BLOCKS 37 AND 40, STOCK ISLAND, MONROE COUNTY, FLORIDA, APPROXIMATE MILE MARKER 5, AND THE REAL ESTATE NUMBER IS 00124140.000000.

**WHEREAS**, during a regular meeting held on June 8, 2005, the Monroe County Planning Commission conducted a public hearing on the request filed by Spottswood Family Trust, Inc. for an Amendment to a Major Conditional Use for forty-six (46) two-story elevated residential units and a play area; and

**WHEREAS**, during a regular meeting held on May 3, 2005, the Development Review Committee recommended approval of the Amendment to a Major Conditional Use application to the Planning Commission; and

**WHEREAS**, the Planning Commission was presented with the following evidence, which by reference is hereby incorporated as part of the record of said hearing:

1. Boundary survey by Frederick H. Hildebrant, dated 08/02/02; and
2. Site Plan (S1) prepared by Thomas E. Pope, P.A. Architect, dated 01/13/05 and revised on 03/18/05, and
3. Landscape Plan (L1) prepared by Thomas E. Pope, P.A. Architect, dated 01/13/05 and revised on 03/18/05, and
4. Elevation and Floor Plans prepared by Thomas E. Pope, P.A. Architect, dated 01/13/05; and
5. Conceptual Drainage Plan (C-1) designed and checked by Allen E. Perez, P.E., dated 01/25/05; and
6. Revised Site Plan (S1) prepared by Thomas E. Pope, P.A. Architect, dated 01/13/05 and revised on 05/23/05; and
7. The Staff Report prepared by Heather Beckmann, Planner and Andrew Trivette, Senior Biologist, dated 05/16/05; and
8. The sworn testimony of the Growth Management Staff; and
9. The comments of Donald L. Craig, AICP, representing the applicant's agent; and
10. The advice of John Wolfe, Planning Commission Counsel.

*Exhibit "C" 1 of 5*

**WHEREAS**, the Planning Commission has made the following **Findings of Fact and Conclusions of Law** based on the evidence presented:

1. Based on the Monroe County Code, we find and the applicant agrees to apply the same residential color scheme and fencing material and height surrounding the perimeter of the development to match the design of the neighboring Coral Hammock to ensure compliance with Section 9.5-248.
2. Based on the site plan, a stormwater management plan was submitted. Staff concludes that the plan must be reviewed and approved by the County Engineer to determine compliance with Section 9.5-293.
3. Based on the application, FDEH has been contacted to review the project. We conclude that the project must be reviewed and approved by FDEH. In addition, a letter of coordination shall be submitted to KWRU to determine compliance with Section 9.5-294.
4. Based on the site plan, the second standard has not been met for the site plan does not exhibit any bicycle racks. The applicant shall meet the third, fourth and fifth standards by demonstrating on the site plans that ceiling fans will be installed, solar panels will be used for the heating of hot water, and heat pumps for the AC to ensure compliance with Section 9.5-326.
5. Based on the site plan, the applicant intends to access drives and curb cuts to US 1 and MacDonald Avenue. We find that the applicant shall receive permits from FDOT and the County Engineer for the access drives and curb cuts along US1 and MacDonald Avenue to come into compliance with Section 9.5-421.
6. Based on the application, a level two traffic study was submitted and reviewed by the County Traffic Engineer. We conclude that the requests of the Engineer shall be met to determine compliance with Section 9.5-426.
7. Based on the application, KEYS and FCAA have been contacted to review the project. We conclude that the conditions set by these agencies shall be met to determine compliance with Section 9.5-69.
8. Based on the application, the Fire Marshal was contacted to review the project. The Fire Marshal has requested the exterior stairways be constructed of noncombustible materials and that the entrance/exit gates at the MacDonald Ave shall have an unobstructed width of not less than 18 feet. The conditions of the fire marshal shall be met to determine compliance with Section 9.5-69.
9. Based on the application, a breakdown of the proposed residential units by price range was not included. Staff concludes that this is required along with an assessment of the potential of the proposed development to meet local or regional housing needs to determine compliance with Section 9.5-69.

*Exhibit "c" 2/15*

10. Based on the application, the proposed development will increase daily trips on US1 by 262 with 75% of those trips predicted to travel to Key West. The impact of the increased traffic, proximity to bus service, and lack of bus shelters require the applicant to coordinate with Key West Transit Authority and the County to determine an appropriate location and design for a bus shelter. The shelter shall be provided to comply with Section 9.5-69.
11. Based on the application, the proposed development does not supply any amenities and the applicant shall coordinate with staff to determine an appropriate amenity(s) to comply with Section 9.5-65.

**WHEREAS**, based on the fourth condition set forth in the Staff Report dated 05/16/05, a revised site plan (S1) showing bike racks was signed and sealed by Thomas E. Pope Architect, P.A., revised 5/23/05 and submitted and approved by the Planning Department on 05/26/05; and

**WHEREAS**, based on the third condition set forth in the Staff Report dated 05/16/05, a revised site plan (S1) showing the entrance/exit gates on MacDonald Avenue with an 18 foot unobstructed width was signed and sealed by Thomas E. Pope Architect, P.A., revised 5/23/05 and submitted and approved by the Planning Department on 05/26/05; and

**WHEREAS**, based on the sixth condition set forth in the Staff Report dated 05/16/05, an addendum to the traffic study was submitted on 7/01/05, reviewed and approved by the County's Traffic Engineer on 07/08/05 and submitted and approved by the Planning Department on 07/11/05; and

**WHEREAS**, based on the tenth condition set forth in the Staff Report dated 05/16/05, a revised site plan (S1) showing a bus shelter was signed and sealed by Thomas E. Pope Architect, P.A., revised 5/23/05 was submitted to the Planning Department on 05/26/05; however Planning Staff will not approve the proposed location of the shelter until the applicant coordinates with Key West Transit Authority and Planning Staff for; and

**WHEREAS**, based on the eleventh condition set forth in the Staff Report dated 05/16/05, a revised site plan (S1) showing a play area was signed and sealed by Thomas E. Pope Architect, P.A., revised 5/23/05 was submitted and approved by the Planning Department on 05/26/05; and

**WHEREAS**, during the 06/08/05 Planning Commission meeting, the Planning Commission strongly recommended that a way be found to allow the five lawfully established units that are not being rebuilt on site to be transferred as affordable exemptions.

**NOW THEREFORE, BE IT RESOLVED BY THE PLANNING COMMISSION OF MONROE COUNTY, FLORIDA** that the preceding Findings of Fact and Conclusions of Law support its decision to **APPROVE** the request of Spottswood Family Trust, Inc. for an Amendment to a Major Conditional Use for the construction of forty-six elevated two story residential units. The property is legally described as a portion of East Laurel Avenue (abandoned), lots 5 through 16 and part lots 4 and 17 of Block 29, and all blocks 37 and 40, Stock Island, Monroe County, Florida, approximate mile marker 5 subject to the following conditions:

*Exhibit "c" 3 of 5*

1. Prior to the issuance of a building permit, the following agencies shall review and approve the project for compliance;
  - a. FDEH
  - b. FDOT
  - c. County Engineer
  - d. KEYS
  - e. FCAA
2. Prior to the issuance of a building permit, the applicant shall submit a letter of coordination to the KWRU. KWRU shall review and approve the project for compliance.
3. Prior to the issuance of a certificate of occupancy, the applicant shall indicate that the following conditions have been met;
  - a. Perimeter fencing of the same material and height found at the neighboring Coral Hammock development; and
  - b. Similar residential color scheme found on the neighboring Coral Hammock development; and
  - c. Open porches with ceiling fans; and
  - d. Solar hot water heating panels; and
  - e. Heat pumps for air conditioning; and
  - f. Exterior stairways shall be constructed of noncombustible materials; and
  - g. Construction of a bus shelter.
4. Prior to the issuance of a building permit, the permit shall be restricted so that the emergency access drive shall not be modified for any other use in the future. This restriction shall be indicated on the site plan submitted to the building department.
5. Prior to the issuance of a building permit, the applicant shall submit a report that breaks down the residential units by price along with an assessment of the potential of the development to meet local and regional housing needs.
6. Prior to the issuance of a certificate of occupancy, the applicant shall comply with the general provisions of Florida Statutes, Chapter 718 Condominiums and/or Chapter 720 Homeowners Association to ensure the maintenance of common elements and open space, including the bus shelter.

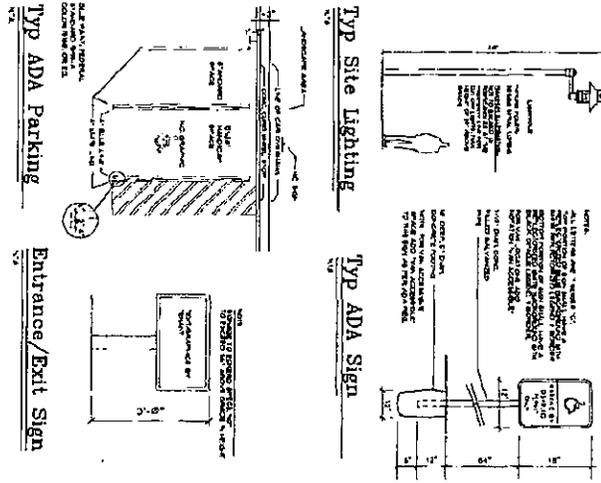
## Exhibit D - Conceptual Site Plan

Doc# 1821967  
Bk# 2502 Pg# 645

**Site Analysis**

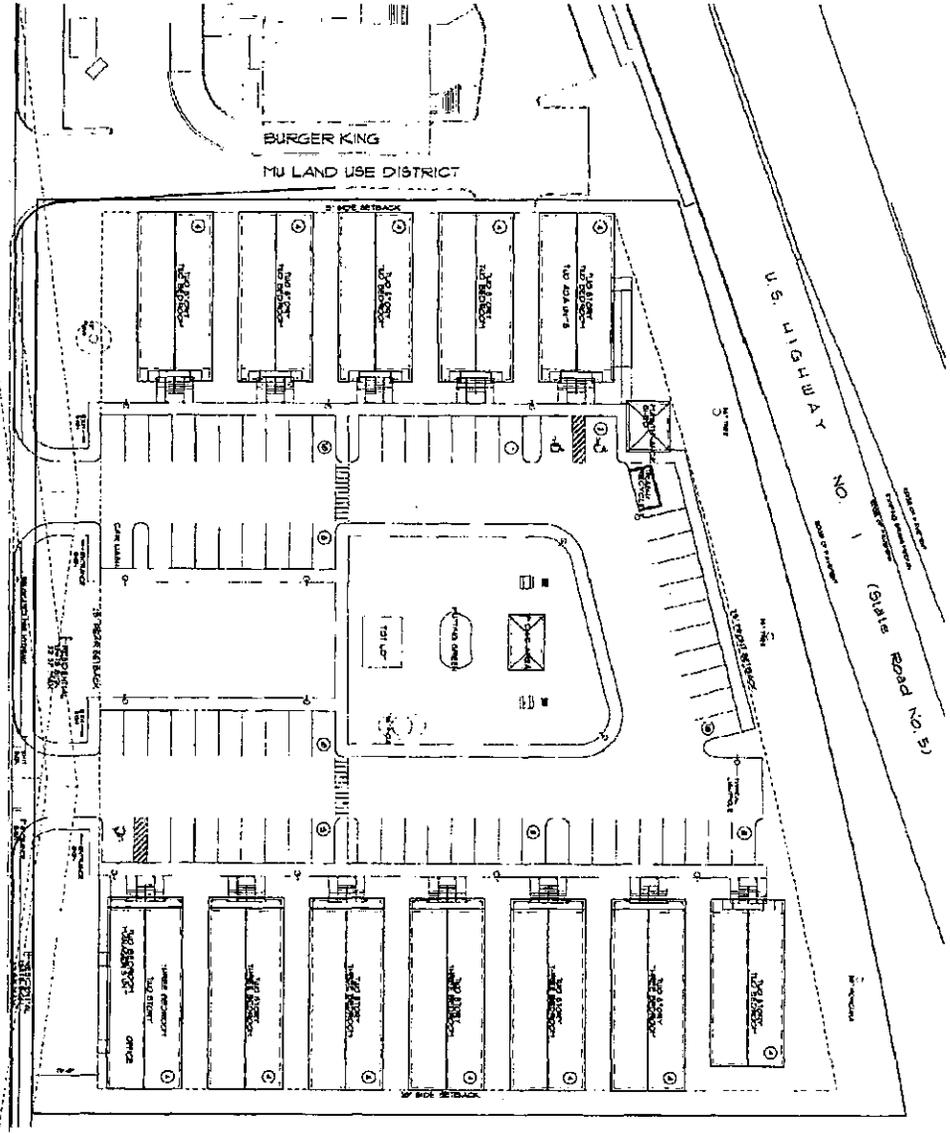
Project Name	Banyan Grove Housing
Client	THOMAS E. POPE, P.A.
Address	11000 S. GARDEN LANE, SUITE 100, TAMPA, FL 33613
City	TAMPA, FL
County	MONROE COUNTY
Project No.	1821967
Revision	01/10/10
Scale	AS SHOWN
Date	01/10/10
Author	THOMAS E. POPE, P.A.
Checker	THOMAS E. POPE, P.A.
Printer	THOMAS E. POPE, P.A.
Plotter	THOMAS E. POPE, P.A.
Plot Size	11x17
Plot Scale	1" = 10'
Plot Date	01/10/10
Plot Time	10:00 AM
Plot Location	THOMAS E. POPE, P.A.
Plot Status	FINAL
Plot Notes	SEE PLAN FOR NOTES

Doc# 1821967  
BKN 2502 Pgn 646



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SPOTTSWOOD SHOPS  
MU LAND USE DISTRICT

THOMAS E. POPE, P.A.  
ARCHITECT

THOMAS E. POPE, P.A. ARCHITECT

Banyan Grove Housing

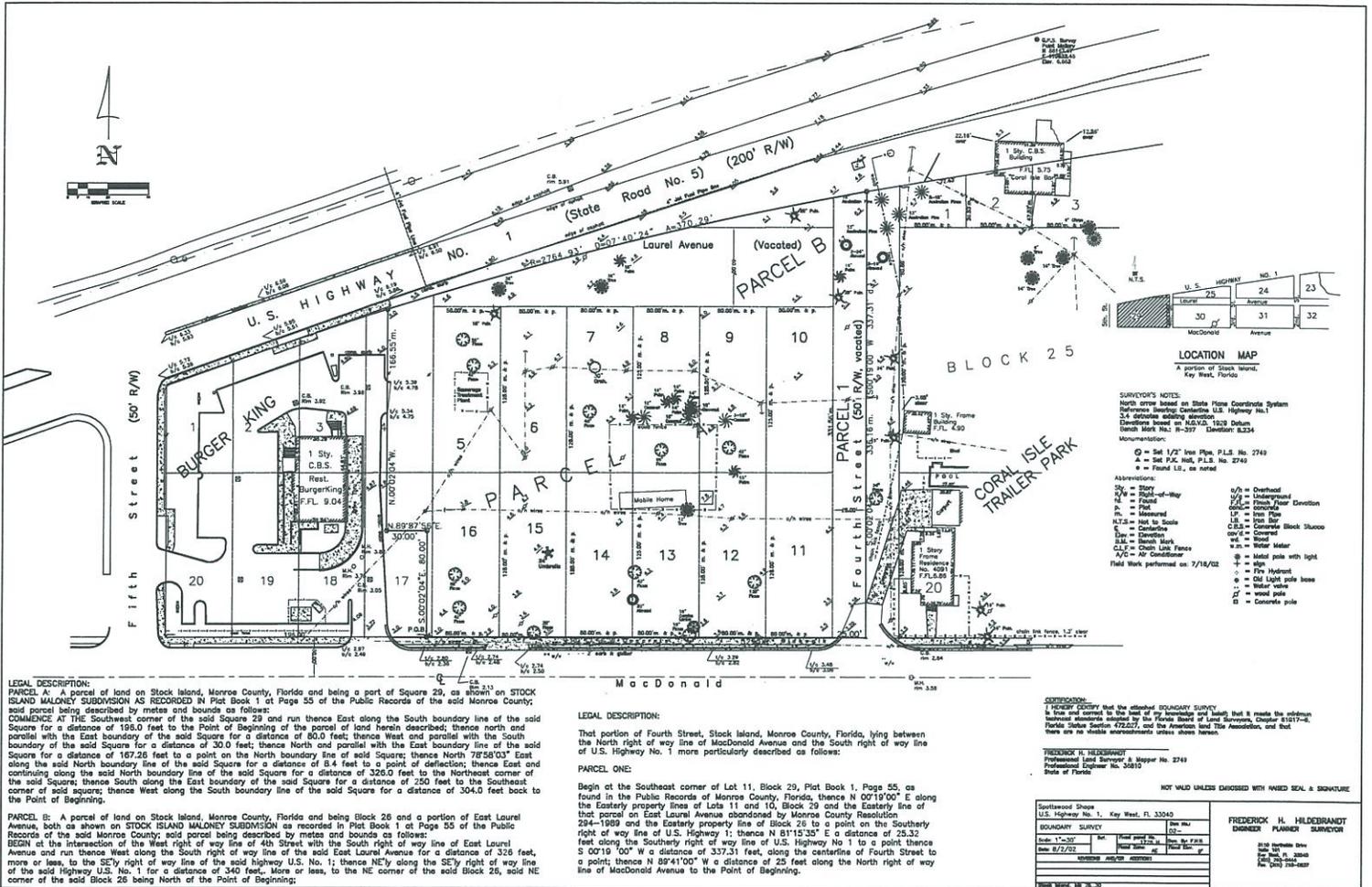
THOMAS E. POPE, P.A.  
ARCHITECT

Exhibit "D"

LEGIBILITY OF ORIGINAL DOCUMENTS WAS  
UNSATISFACTORY ON THIS DOCUMENT WHEN RECEIVED

THOMAS E. POPE, P.A.  
ARCHITECT

# BANYON GROVE



**LEGAL DESCRIPTION:**  
**PARCEL A:** A parcel of land on Stock Island, Monroe County, Florida and being a part of Square 29, as shown on STOCK ISLAND MALONEY SUBDIVISION AS RECORDED IN Plot Book 1 at Page 43 of the Public Records of the said Monroe County, said parcel being described by metes and bounds as follows:  
**COMMENCE** AT THE Southwest corner of the said Square 29 and run thence East along the South boundary line of the said Square for a distance of 198.0 feet to the Point of Beginning of the parcel of land herein described; thence north and parallel with the East boundary of the said Square for a distance of 80.0 feet; thence West and parallel with the South boundary of the said Square for a distance of 30.0 feet; thence North and parallel with the East boundary line of the said Square for a distance of 167.28 feet to a point on the North boundary line of said Square; thence East and continuing along the said North boundary line of the said Square for a distance of 8.4 feet to a point of deflection; thence East and continuing along the said North boundary line of the said Square for a distance of 325.0 feet to the Northeast corner of the said Square; thence South along the East boundary of the said Square for a distance of 250 feet to the Southeast corner of said square; thence West along the South boundary line of the said Square for a distance of 304.0 feet back to the Point of Beginning.

**PARCEL B:** A parcel of land on Stock Island, Monroe County, Florida and being Block 26 and a portion of East Laurel Avenue, both as shown on STOCK ISLAND MALONEY SUBDIVISION as recorded in Plot Book 1 at Page 53 of the Public Records of the said Monroe County; said parcel being described by metes and bounds as follows:  
**BEGIN** at the intersection of the West right of way line of 4th Street with the South right of way line of East Laurel Avenue and run thence West along the South right of way line of the said East Laurel Avenue for a distance of 326 feet, more or less, to the SE<sup>1/4</sup> right of way line of the said Highway U.S. No. 1; thence N67°41'00" W a distance of 25 feet along the North right of way line of the said Highway U.S. No. 1 for a distance of 340 feet. More or less, to the NE corner of the said Block 26, said NE corner of the said Block 26 being North of the Point of Beginning;

**LEGAL DESCRIPTION:**  
 That portion of Fourth Street, Stock Island, Monroe County, Florida, lying between the North right of way line of Macdonald Avenue and the South right of way line of U.S. Highway No. 1 more particularly described as follows:

**PARCEL ONE:**  
 Begin at the Southeast corner of Lot 11, Block 29, Plot Book 1, Page 55, as found in the Public Records of Monroe County, Florida, thence N 00°19'00" E along the Easterly property line of Lots 11 and 10, Block 29 and the Easterly line of that parcel on East Laurel Avenue abandoned by Monroe County Resolution 294-1969 and the Easterly property line of Block 26 to a point on the Southerly right of way line of U.S. Highway 1; thence N 81°15'30" E a distance of 28.32 feet along the Southerly right of way line of U.S. Highway No. 1 to a point thence S 00°19'00" W a distance of 337.31 feet, along the centerline of Fourth Street to a point; thence N 89°41'00" W a distance of 25 feet along the North right of way line of Macdonald Avenue to the Point of Beginning.

**CERTIFICATION:**  
 I, FREDERICK H. HILDEBRANDT, being duly sworn, depose and say that I made the address to file and correct in the map of 177 hereof and I am duly qualified to do so under the Florida Statute Section 472.07, and the American Land Title Association, and that there are no other encumbrances shown herein.

FREDERICK H. HILDEBRANDT  
 Professional Land Surveyor & Mapper No. 2743  
 Professional Engineer No. 30810  
 State of Florida

NOT VALID UNLESS ENDORSED WITH WAVED SEAL & SIGNATURE

Sectioned Sheet			
U.S. Highway No. 1, Key West, FL 33040			
BOUNDARY SURVEY	Scale: 1"=30'	Map No. 177-23	Sheet No. 1
Date: 8/27/02	Year made: 2002	Year of P.L.S.:	Year of E.P.:
REVISIONS AND APPROVALS:			
DRAWN BY: [Signature]			
CHECKED BY: [Signature]			
DATE MADE: 10/26/02			

FREDERICK H. HILDEBRANDT  
 DRAINER PLANNER SURVEYOR  
 8140 Highway One  
 Suite 101  
 Key West, FL 33040  
 (305) 293-1000  
 Fax: (305) 293-1007





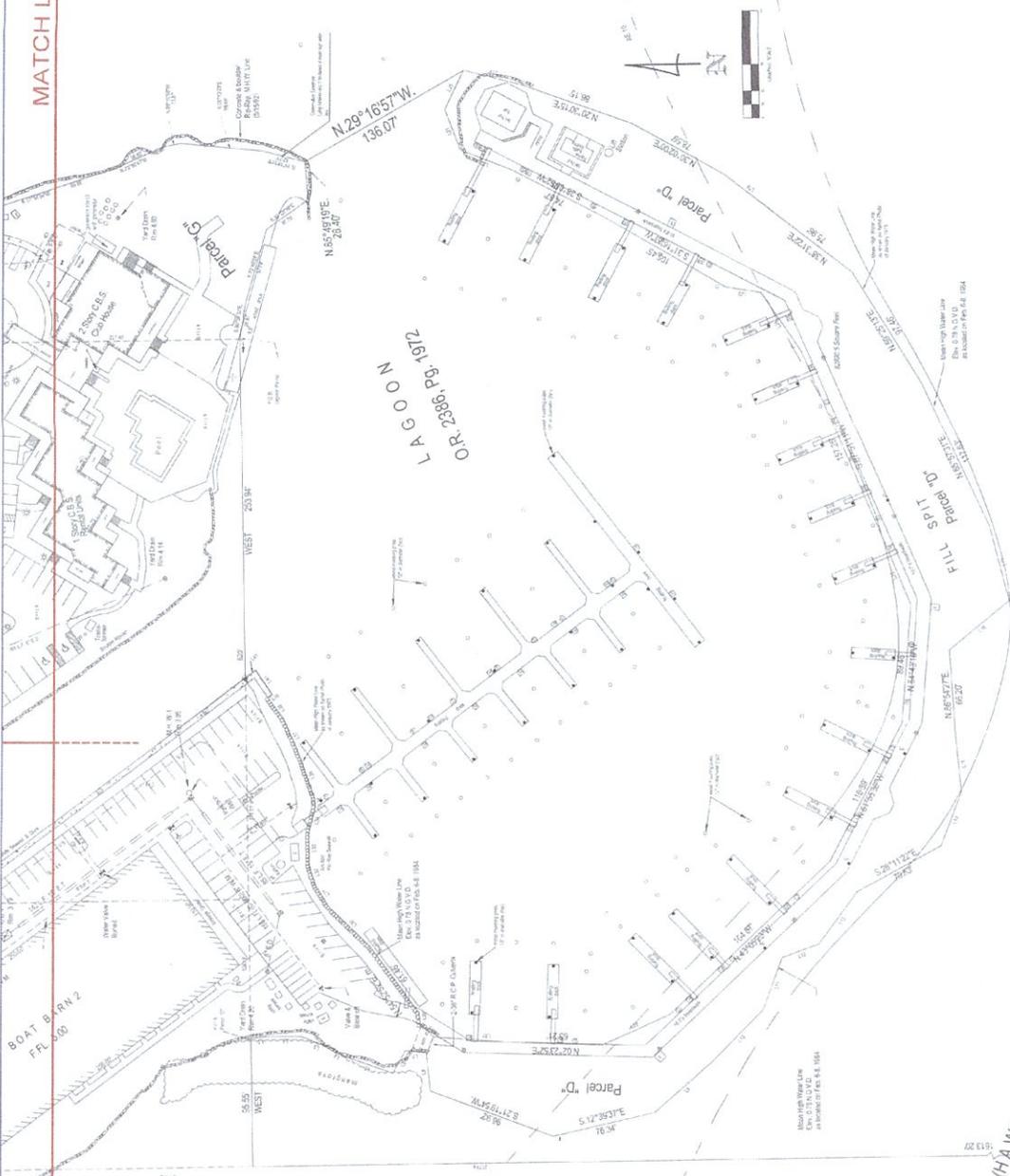


MATCH LINE SHEET 2 OF 5

MATCH LINE SHEET 3 OF 5

LINE TABLE

Line	Bearing	Distance
L1	S 06° 39' 50" E	13.57
L2	S 01° 24' 10" W	23.35
L3	S 22° 37' 25" W	26.27
L4	S 20° 16' 25" W	38.25
L5	S 00° 52' 25" W	19.15
L6	S 05° 14' 23" W	15.51
L7	S 05° 05' 15" W	28.79
L8	S 44° 02' 25" W	53.30
L9	S 59° 57' 35" E	41.85
L10	S 19° 23' 41" E	28.83
L11	S 25° 51' 02" E	48.91
L12	S 05° 01' 15" E	43.37
L13	N 85° 07' 15" E	44.22
L14	S 38° 57' 33" E	57.90
L15	N 76° 13' 33" E	58.49
L16	N 85° 41' 03" E	43.44
L17	N 83° 24' 45" E	45.12
L18	S 69° 54' 51" W	32.51
L19	S 22° 01' 01" W	40.70
L20	S 09° 58' 33" W	26.55
L21	S 08° 15' 21" W	40.36
L22	N 21° 02' 54" W	53.88
L23	N 04° 49' 21" E	59.16
L24	N 44° 47' 37" E	14.69
L25	N 85° 24' 45" E	43.91
L26	N 00° 13' 02" E	19.78
L27	N 06° 17' 21" E	15.54
L28	S 89° 14' 33" E	23.37
L29	S 03° 03' 02" E	19.19
L30	N 71° 14' 24" E	31.59
L31	N 68° 11' 08" E	30.57
L32	N 55° 17' 15" E	19.20
L33	S 34° 18' 08" E	33.57
L34	N 36° 15' 34" W	26.99
L35	N 36° 15' 34" W	9.53



RECEIVED  
 JUN 13 2009  
 2004-137  
 MONROE COUNTY SURVEYING

MATCH LINE SHEET 5 OF 5

**ZIMMEL-WHITTAKER**  
 SURVEYING & MAPPING, INC.  
 1100 N. UNIVERSITY AVENUE  
 SUITE 100  
 TAMPA, FL 33606  
 TEL: (813) 281-1111  
 FAX: (813) 281-1112  
 WWW.ZIMMEL-WHITTAKER.COM

PROJECT:  
**6000 PENINSULAR AVENUE  
 KEY WEST, FL 33040**

MONROE COUNTY SURVEYING & MAPPING, INC.  
 SURVEYORS & MAPPERS, CIVIL ENGINEERS  
 A DIVISION OF ZIMMEL-WHITTAKER, INC. (EST. 1926)  
 3152 NORTHSHORE DRIVE SUITE 201 KEY WEST, FL 33040  
 CERTIFICATE OF AUTHORIZATION NO. LB2726  
 MEMBER, FLORIDA LAND SURVEYORS COUNCIL, FLORIDA SURVEYING AND MAPPING SOCIETY

SCALE: 1" = 40'

SHEET 5 OF 5

4 OF 5

APPROVED: [Signature]

LODGE T. MATTI [Signature]

PROFESSIONAL SURVEYOR  
 STATE OF FLORIDA

REVISIONS:

NO.	DATE	DESCRIPTION
1	06/11/09	ISSUED FOR PERMITS
2	06/11/09	ISSUED FOR PERMITS
3	06/11/09	ISSUED FOR PERMITS
4	06/11/09	ISSUED FOR PERMITS
5	06/11/09	ISSUED FOR PERMITS
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48	06/11/09	ISSUED FOR PERMITS
49	06/11/09	ISSUED FOR PERMITS
50	06/11/09	ISSUED FOR PERMITS

SURVEYOR'S CERTIFICATE:  
 I HEREBY CERTIFY THAT THE ATTACHED "BOUNDARY SURVEY" WAS PREPARED UNDER MY DIRECTION AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AND THAT THE SURVEY MEETS THE STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS, CIVIL ENGINEERS, AND THE FLORIDA ADMINISTRATIVE CODE PURSUANT TO SECTION 472.027 ALSO THAT THERE ARE NO VISIBLE ENCROACHMENTS OTHER THAN SHOWN HEREON.  
 CAD FILE:  
 L:\proj\300\map\300\_300\300\_300.dwg

**SCHEDULE B-11**  
**Exceptions**

1. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or abating subsequent to the Effective Date but prior to the date the proposed insured obtains for value of record the estate or interest or mortgage thereon covered by this Commitment. **NOT PLOTTABLE**
  2. Any rights, interests, or claims in possession of the land not shown by the public records. **NOT PLOTTABLE**
  3. Any encroachments, encumbrances, violation, variation or adverse circumstance affecting this Title that would be disclosed by an accurate and complete and survey of the land. **AS SHOWN**
  4. Any lien, for services, labor, or materials in connection with improvements, repairs or renovations provided before, on, or after date of Policy, not shown by the public records. **NOT PLOTTABLE**
  5. Any dispute as to the boundaries caused by a change in the location of any water body, within or adjacent to the land prior to date of Policy, and any adverse claim to all or part of the land that is, at date of Policy, or was previously under water. **NOT PLOTTABLE**
  6. Taxes or special assessments not shown as liens in the public records or in the records of the local tax collecting authority, at date of Policy. **NOT PLOTTABLE**
  7. Any interests or mineral rights, leased, granted or retained by current or prior owners. **NOT PLOTTABLE**
  8. Taxes and assessments for the year 2019 and subsequent years, which are not yet due and payable. **NOT PLOTTABLE**
- Exceptions Numbered 5 Above Are Heretofore Deleted.**
9. The Standard Exception No. 2 above for any interests or mineral rights, leased, granted or retained by current or prior owners is hereby deleted. **NOT PLOTTABLE**
  10. Oil, gas and mineral reservations contained in Book 10, Page 2117 from the Trustees of the Internal Improvement Fund of Florida, dated January 13, 1956, recorded January 23, 1956 in Book 53, Page 327. Note: The rights of entry has been released pursuant to § 320.11 F.S. **AS SHOWN**
  11. Oil, gas and mineral reservations contained in Book 10, Page 2003 from the Trustees of the Internal Improvement Fund of Florida, dated June 13, 1957, recorded March 24, 1969 in Book 427, Page 1983. Note: The rights of entry has been released pursuant to § 320.11 F.S. **AS SHOWN**
  12. Oil, gas and mineral reservations contained in Book 10, Page 2059 from the Trustees of the Internal Improvement Fund of Florida, dated January 28, 1956, recorded February 11, 1965 in Book 965, Page 1029. As corrected by deed dated June 24, 1966, recorded July 14, 1966 in Book 961, Page 549. Note: The rights of entry has been released pursuant to § 320.11 F.S. **AS SHOWN**
  13. License Agreement dated December 31, 1985, by and between E.J. Wajda, Jr., Robert H. King and Donald L. King, doing business as King Partnership No. 2 and the State of Florida, Department of Natural Resources recorded February 11, 1986 in Book 905, Page 1110. **BLANKET EASEMENT**
  14. The Board of County Commissioners of Monroe County, Florida, Relating To The Provision of Wastewater Capacity, Including Annual Wastewater Assessments, Pursuant to the Board of County Commissioners of Monroe County, Florida, Resolution No. 2019-001, dated June 23, 2019, in Book 3126, Page 511, (Parcels to 001274792-000000 Lots 5 & 6, Block 61, Sport Island Habitat Subdivision RM Book 1, Page 55) Pursuing An Effective Date, recorded June 23, 2019 in Book 3126, Page 511. (Parcel to 001274792-000000 Lots 5 & 6, Block 61, Sport Island Habitat Subdivision RM Book 1, Page 55) **NOT PLOTTABLE**
  15. Planning Commission Resolution No. 1911-07 Approving the request for an amendment to a Major Conditional Use Permit to Redevelop the Existing Marina as recorded May 25, 2007 in Book 2297, Page 799. **NOT PLOTTABLE**
  16. Easement granted to Comcast of California/California/Oregon, LLC, by instrument recorded March 14, 2008 in Book 2350, Page 276. **BLANKET EASEMENT**
  17. Easement granted to The Lilly Board of the City of Key West, Florida by instrument recorded April 29, 2008 in Book 2350, Page 620. **BLANKET EASEMENT**
  18. Flood Variance Affidavit as set forth in instrument recorded May 14, 2008 in Book 2361, Page 174. **NOT PLOTTABLE**
  19. Monroe County Moderate Affordable Housing Restrictive Covenant as set forth in instrument recorded June 6, 2008 in Book 2365, Page 351. **NOT PLOTTABLE**
  20. Deed of Conveyance Easement granted to Board of Trustees of the Internal Improvement Trust Fund of the State of Florida by instrument recorded June 5, 2008 in Book 2355, Page 486. An Amended Declaration of Easement recorded October 11, 2008 in Book 2386, Page 1972. (As to the lands only) **AS SHOWN**
  21. Harbor Declaration of Covenants and Easements, and Agreement for Shared Use for Key West Harbor, which contains provisions for a private charge or assessments, recorded June 7, 2013 in Book 2632, Page 1539, but relating any covenants, conditions or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status or national origin to the extent such conditions, conditions or restrictions violate 42 USC 3604(c). **AS SHOWN**
  22. The Board of County Commissioners of Monroe County, Florida, Relating to the Provision of Wastewater Capacity, Including Annual Wastewater Assessments, Pursuant to the Board of County Commissioners of Monroe County, Florida, Resolution No. 2019-001, dated August 6, 2013 in Book 2641, Page 994, and First Amendment to Amended and Inclosed Declaration of Covenants for KEY WEST HARBOUR CONDOMINIUMS, recorded August 6, 2013 in Book 2641, Page 994, and First Amendment to Amended and Inclosed Declaration of Condominium recorded September 20, 2013 in Book 2952, Page 3574. (As to Unit W5-32 and Unit B-1-L1-30 of Key West Harbour Condominium only) **AS SHOWN**
  23. Intentionally deleted. **NOT PLOTTABLE**
  24. Riparian rights are not insured. **NOT PLOTTABLE**
  25. Subject to the terms and conditions of the Sovereignty Subinvented Lands Lease between the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida and Key West Marina Investments, LLC, a Florida limited liability company, as recorded October 29, 2016, in Book 2933, Page 1860, and as amended by Sovereignty Subinvented Lands Lease Assignment to Perfect Change of Land Ownership DE New Sovereignty Subinvented Lands Lease, in favor of the Proposed Insured, recorded \_\_\_\_\_, 2019 in Book \_\_\_\_\_, Page \_\_\_\_\_. (To be recorded) **AS SHOWN**

NOTE: This exception will be shown as a subordinate matter on the Loan Title Insurance Policy only.

NOTE: Lease contains self-operative mortgage subordination language. This exception will be shown as a subordinate matter on the Loan Title Insurance Policy only.

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**SURVEYOR'S CERTIFICATE:**

I HEREBY CERTIFY THAT THE FOREGOING SURVEY WAS PERSONALLY SUPERVISED AND CONDUCTED BY ME, AND SUBJECT TO THE BEST OF MY KNOWLEDGE AND BELIEF, AND THAT THE SHOWN MEASUREMENTS AND CALCULATIONS ARE CORRECT AND ACCURATE AND THAT THE SURVEY WAS MADE IN ACCORDANCE WITH THE FLORIDA SURVEYING AND MAPPING ACT AND CHAPTER 55-17, FLORIDA ADMINISTRATIVE CODE PURSUANT TO SECTION 432.327 ALSO THAT THERE ARE NO ENCUMBRANCES OTHER THAN THOSE HEREON

**EDDIE A. MARTINEZ**  
 SURVEYOR  
 No. 12739  
 STATE OF FLORIDA

JOB NO.	N/A	DRAWN	DRF
FIELD BOOK	J.C. CAREY/3	REVISED	EMM
SCALE	1"=40'	SHEET NO.	5 OF 5

**ZIMMEL-WHITAKER**  
 SURVEYORS & MAPPERS, CIVIL ENGINEERS  
 A DIVISION OF ZURWEL-WHITTAKER, INC. (EST. 1926)  
 3152 NORTHSHORE DRIVE, KEY WEST, FL 33040  
 PHONE: (305) 334-4668 OR (305) 793-5468 FAX: (305) 331-4589  
 WWW.ZIMMEL-WHITAKER.COM  
 MEMBER, FLORIDA LAND SURVEYOR COUNCIL, FLORIDA SURVEYING AND MAPPING SOCIETY

**PROJECT:**  
**6000 PENINSULAR AVENUE**  
**KEY WEST, FL 33040**