

**File #:** 2023-130

**Property Owner:** CWI Keys Hotel, LLC

**Applicant:** Smith Hawks, PL

**Contact:** Barton W. Smith, Esq.  
Jess M. Goodall, Esq.

**Type of Application:** PC Variance

**Parcel ID:** 00377380-000000

**Key:** Duck Key

# **Additional Information added to File 2023-130**

**End of Additional File 2023-130**

SMITH / HAWKS  
ATTORNEYS AT LAW

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**SENT VIA FEDEX**  
**7722 5962 4797**

May 25, 2023

**RECEIVED**

**MAY 30 2023**

Emily Schemper, AICP, CFM, Senior Director  
Monroe County Planning and Environmental Resources  
2798 Overseas Highway, Suite 400  
Marathon, Florida 33050  
Email: [Schemper-Emily@MonroeCounty-FL.Gov](mailto:Schemper-Emily@MonroeCounty-FL.Gov)

**MONROE CO. PLANNING DEPT.**

**RE: CWI KEYS HOTEL, LLC - APPLICATION FOR VARIANCES TO SETBACK AND PARKING REGULATIONS FOR 798 DUCK KEY DRIVE, DUCK KEY, FL MONROE COUNTY PARCEL IDENTIFICATION NO. 00377380-000000**

Dear Emily,

Please allow this letter and supporting documentation to serve as my client, CWI Keys Hotel, LLC, a foreign limited liability company's ("Applicant") application for variances from the Monroe County Land Development Code ("LDC") pursuant to LDC Section 102-187, for the real property located at 798 Duck Key Drive, Duck Key, Florida 33050, bearing Monroe County Real Estate No. 00377380-000000 (the "Property"). The Applicant is requesting variances relating to: (1) a reduction in the secondary front yard setback and primary side yard setback requirements in chapter 131; (2) a reduction in the required two-way drive aisle width contained in chapter 114; and (3) a 20% reduction to the off-street parking requirements contained in chapter 114. Additionally, the Applicant is requesting that the Planning Director permit those certain lawfully established parking spaces extending beyond the property line to be permitted to remain.

In addition to this correspondence, please find a true copy of the application and the background letter to be date stamped and returned using the enclosed self-addressed envelope, and a check in the amount of \$2,227.00 for payment of the Application Fee.

**Background and Current Development**

The Property was initially developed in 1984 as a three-story building with ten (10) offices (the "Building") pursuant to building permit B10312. In 1986, permit B11953 and permit B11923 each approved the remodel of a top floor office in the Building to an apartment, and pursuant to ownership records and affidavits, the top floor of the Building was utilized as five (5) affordable

housing dwelling units.<sup>1</sup> The Property was conveyed to several different parties throughout the years, eventually being conveyed to the Applicant in 2013 by way of a warranty deed. Applicant has remained the owner of the Property since that conveyance in 2013. The Building was developed in its current footprint and configuration prior to the County's adoption of the Comprehensive Plan ("Comp. Plan") and LDC, which occurred in 1986. The Property was developed prior to the adoption of the current off-street parking requirements, parking aisle requirements, and setback requirements, and existed as a lawful non-conforming property prior to 2017. The top floor of the Building was utilized as five (5) affordable housing dwelling units and the first floor was utilized as office space and non-residential floor area until 2017 when the Building was damaged during Hurricane Irma.

The Applicant is currently seeking to redevelop the five (5) affordable housing dwelling units on the top floor of the Building without altering the footprint of the Building or altering the exterior of the existing structure. However, the current configuration of the Building is non-conforming as to the setbacks now required under LDC section 131, as it pertains to the secondary front and primary side setbacks. Additionally, the Property has certain parking spaces that are located within the setbacks and extend beyond the property lines, which were developed prior to the adoption of the code and current parking requirements contained in LDC Section 114. Finally, one of the two-way drive aisles on the Property has insufficient width pursuant to the current LDC, and the parking configuration was developed prior to the adoption of the aisle width requirements contained in section LDC 114. Applicant did not create these nonconformities, as the Property was developed pursuant to building permits approved prior to the implementation of the current LDC in 1986, and the Property's unique configuration is the result of it being developed when the Property was larger in area with less restrictive boundary lines.

## **VARIANCE REQUEST**

### **I. Parking Variance**

The Applicant is requesting a twenty percent (20%) reduction in the required off-street parking required under LDC Section 114 based on the Property being developed prior to the adoption of the current parking requirements, and provides the following in support of its request:

The following is provided as written support of the standards for variance approval listed in the Application:

1. *The applicant shall demonstrate a showing of good and sufficient cause for granting the variance:*

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<sup>1</sup> Applicant is in the process of having the five (5) affordable housing dwelling units recognized as lawfully established dwelling units through a request for a letter of development rights determination.

The variances requested would allow the Property to support much-needed affordable employee housing, while retaining the Building and the Property's on-site parking. The Applicant purchased the Property with its current configuration and improvements prior to the current LDC, as the improvements and Building on the Property were constructed pursuant to building permits issued in 1984 and 1986.

The Property's boundaries are such that the boundary along the secondary front yard is much longer than that of the primary front yard (the Property is approximately 105 ft wide (along the main road) and 191 ft long (along the side road)). These odd dimensions are the result of the Property being larger in area when the Building and improvements thereon were initially developed, as well as the lack of LDC regulations at the time. The nonconformities regarding the parking spaces on the Property are caused by the Property's odd configuration from being developed prior to the LDC's adoption and the Property's boundaries shrinking at some point after the Property was developed in its current configuration.

Several parking spaces on the Property extend beyond the Property's boundary lines and/or are located within the setbacks that are required under the current LDC. This is the result of development of the Property prior to the current configuration of the Property's boundary lines and the adoption of the LDC. This is evident from the "rights-of-way" that some of these parking spaces are technically in—those rights-of-way are not functional as they are obstructed by other improvements (largely landscaping) and could not be driven down even if those parking spaces were removed.



In their current location, the parking spaces provide safe access to the Property without the need to cross active rights of way or drive aisles on neighboring properties. With the current configuration of the Property and Building, there is not sufficient space to accommodate additional parking spaces on-site, especially if the spaces in the setbacks and extending beyond the boundary lines are required to be brought up to code (eliminated). Simply put, without the variances requested as to parking, the Property will not be redeveloped to provide affordable housing as the cost to do so in full compliance with all current LDC regulations would require the Building to be demolished and the entire Property reconfigured. Applicant's options are to either obtain the variances requested and provide affordable housing or leave all the nonconformities as they are and provide no affordable housing—either way, it is not feasible for Applicant to cure the nonconformities, but granting the variances would result in providing the community with much needed affordable housing.

2. *Failure to grant the variance would result in exceptional hardship to the applicant:*

Prior to Hurricane Irma, the Building was utilized as on-site employee housing and office space and was lawfully non-conforming under the LDC. As described above, the Building was developed lawful and in compliance with all required development standards at the time, which was prior to the adoption of the LDC, as is evidenced by the building permits issued and closed in 1984 and 1986. The closing of these building permits is evidence that the Building was built to the standards required at the time of development. The adoption of the LDC and the zoning maps created a non-conformity on the Property at no fault of the property owner or the Applicant. This, in and of itself, creates a hardship to the property owner as it unreasonably restricts any redevelopment or renovations without affecting the layout of the existing Building or the amount of square footage permitted on the Property. During Hurricane Irma, the Building sustained damage, and the applicant is attempting to redevelop and repair the Building so that it may be utilized with the same uses as it was prior to Hurricane Irma.

Failure to grant the variances would result in a substantial hardship to the Applicant because the Applicant would be forced to either: 1) demolish, redesign, and redevelop the Building to conform to the current LDC standards, which based on the configuration and size of the Property essentially forces a dramatic reduction in the size and layout of the Building, causing the Applicant to lose valuable square footage needed to support the affordable housing units and the office space utilized on the first floor, resulting in less utility and value to both the Applicant and the Community, or 2) leave the Building damaged, resulting in an unusable and unsafe structure, unable to housing affordable housing units or be utilized as office space. Option 1 is untenable as the costs would outweigh any benefit, and the Applicant would lose the ability to develop suitable affordable housing and would lose previously useable office/admin space. Option 2, leaving the Property unimproved and nonconforming, would result in a complete abandonment of the affordable housing portion, and a potentially unsafe structure that cannot be fully utilized, resulting in a situation where the Applicant is unable to utilize the Building, and making the potential utility of the Property plummet. These hardships are the direct result of the County's adoption of the LDC and zoning maps and the re-platting of the boundary lines and rights-of-way and are in no way caused by the Applicant.

3. *Granting the variance will not result in increased public expenses, create a threat to public health and safety, create a public nuisance or cause fraud or victimization of the public:*

The Applicant is seeking to return the Building to the same uses as they were prior to the damage sustained during Hurricane Irma, as such there is no evidence to suggest that granting the variances requested will result in increased public expenses. No public nuisance would be created, nor would the public be victimized—the public would benefit from the provision of additional affordable housing. Additionally, the variances would maintain the safety of the public accessing the Property as the Property's on-site parking spaces provide safe access to the Property and reduce

foot traffic that would otherwise have to access the Property by crossing active rights of way and drive aisles on nearby properties. The variance will not cause any fraud.

4. *Property has unique or peculiar circumstances, which apply to this property, but which do not apply to other properties in the same zoning district.*

The Property has peculiar circumstances because the Building and improvements thereon were initially developed prior to the adoption of the LDC and when the Property was substantially larger in area. Now the Property has much more restrictive boundary lines that make compliance with the LDC near impossible. The unique circumstances of the Property have nothing to do with the particular zoning district it is in. Much of the neighboring properties are not in the same circumstances because the Property is surrounded by the large-scale resort development known as Hawk's Cay.

5. *Granting the variance will not give the applicant any special privilege denied other properties in the immediate neighborhood in terms of the provisions of the code or established development patterns:*

The Applicant is seeking to return the Building to the same uses as they were prior to the damage sustained during Hurricane Irma, as such there is no evidence to suggest that granting the variances would provide any special privilege to the Applicant but would return them to the same position, they were in prior to 2017. The immediate neighborhood surrounding the Property is the large-scale resort, Hawk's Cay. The neighborhood's development pattern has been established through the development of Hawk's Cay, and as such, very few properties suffer from a similar, unique configuration as the Property. There is no evidence that any other similarly configured properties in the neighborhood have been denied any similar variance requests.

6. *Granting the variance is not based on disabilities, handicaps or health of the applicant or members of his family:*

Granting these variances would not be based on disabilities, handicaps, or health.

7. *Granting the variance is not based on domestic difficulties of the applicant or his family:*

Granting these variances would not be based on domestic difficulties.

8. *The variance is the minimum necessary to provide relief to the applicant:*

The variances requested are the minimum necessary to provide relief to the Applicant. If the variances are granted, they would allow the Property to remain in its current configuration, and with the same uses as prior to Hurricane Irma. The variances are not being requested in connection with any development on the Property that would make the Property any less conforming to current LDC requirements than it is now.

## II. Parking Aisle Variance

The Applicant is requesting a reduction in the required twenty-four foot (24ft) two-way drive aisle requirement contained in LDC Section 114 based on the Property being developed prior to the adoption of the current drive aisle requirements, and provides the following in support of its request:

The following is provided as written support of the standards for variance approval listed in the Application:

1. *The applicant shall demonstrate a showing of good and sufficient cause for granting the variance:*

The variances requested would allow the Property to support much-needed affordable employee housing, while retaining the Building and the Property's on-site parking. As the Property was developed prior to the County's adoption of the LDC, the lawfully developed on-site parking is nonconforming as to the drive aisle requirements now found in LDC Section 114.

The Building on the Property faces the main road, Duck Key Drive, where its primary front yard is located, with a secondary front yard on the side road, Golf Course Drive. The Property's boundaries are such that the boundary along the secondary front yard is much longer than that of the primary front yard (the Property is approximately 105 ft wide (along the main road) and 191 ft long (along the side road)). These odd dimensions are the result of the Property being larger in area it was initially developed, as well as the Property being in compliance with building standards in place prior to the adoption of the current LDC regulations.

The nonconforming two-way drive aisle is located on the east side of the Property between the Building and the eastern boundary line. There is only one point of access to the parking on the east of the Property, so a one-way drive aisle is not possible. The odd configuration of the Property severely limits Applicant's ability to provide any parking spaces at all on the east side of the Property without demolition of the Building and a complete reconfiguration of the Property.



In their current location, the parking spaces provide safe access to the Property without the need to cross active rights of way or drive aisles on neighboring properties. Adherence to the LDC requirements for two-way drive aisles would effectively eliminate all the parking on the east side of the Property. Simply put, without the variances requested as to the drive aisle, the Property cannot be redeveloped and repaired to provide affordable housing as the cost to do so in full compliance with all current LDC regulations would require the Building to be demolished and the entire Property reconfigured. Applicant's options are to either obtain the variances requested and

provide affordable housing or leave all the nonconformities as they are and provide no affordable housing—either way, it is not feasible for Applicant to cure the nonconformities, but granting the variances would result in providing the community with much needed affordable housing.

*2. Failure to grant the variance would result in exceptional hardship to the applicant:*

Prior to Hurricane Irma, the Building was utilized as on-site employee housing and office space and was lawfully non-conforming under the LDC. As described above, the Building was developed lawful and in compliance with all required development standards at the time, which was prior to the adoption of the LDC, as is evidenced by the building permits issued and closed in 1984 and 1986. The closing of these building permits is evidence that the Building was built to the standards required at the time of development. The adoption of the LDC and the zoning maps created a non-conformity on the Property at no fault of the property owner or the Applicant. This, in and of itself, creates a hardship to the property owner as it unreasonably restricts any redevelopment or renovations without affecting the layout of the existing Building or the amount of square footage permitted on the Property. During Hurricane Irma, the Building sustained damage, and the applicant is attempting to redevelop and repair the Building so that it may be utilized with the same uses as it was prior to Hurricane Irma.

Failure to grant the variances would result in a substantial hardship to the Applicant because the Applicant would be forced to either: 1) demolish, redesign, and redevelop the Building to conform to the current LDC standards, which based on the configuration and size of the Property essentially forces a dramatic reduction in the size and layout of the Building, causing the Applicant to lose valuable square footage needed to support the affordable housing units and the office space utilized on the first floor, resulting in less utility and value to both the Applicant and the Community, or 2) leave the Building damaged, resulting in an unusable and unsafe structure, unable to housing affordable housing units or be utilized as office space. Option 1 is untenable as the costs would outweigh any benefit, and the Applicant would lose the ability to develop suitable affordable housing and would lose previously useable office/admin space. Option 2, leaving the Property unimproved and nonconforming, would result in a complete abandonment of the affordable housing portion, and a potentially unsafe structure that cannot be fully utilized, resulting in a situation where the Applicant is unable to utilize the Building, and making the potential utility of the Property plummet. These hardship are the direct result of the County's adoption of the LDC and zoning maps and the re-platting of the boundary lines and rights-of-way and are in no way caused by the Applicant.

*3. Granting the variance will not result in increased public expenses, create a threat to public health and safety, create a public nuisance or cause fraud or victimization of the public:*

The Applicant is seeking to return the Building to the same uses as they were prior to the damage sustained during Hurricane Irma, as such there is no evidence to suggest that granting the variances requested will result in increased public expenses. No public nuisance would be created, nor would the public be victimized—the public would benefit from the provision of additional affordable housing. Additionally, the variances would maintain the safety of the public accessing

the Property as the Property's parking spaces provide safe, on-site access to the Property and reduce foot traffic that would otherwise have to access the Property by crossing active rights of way and drive aisles on nearby properties. The variance will not cause any fraud.

4. *Property has unique or peculiar circumstances, which apply to this property, but which do not apply to other properties in the same zoning district:*

The Property has peculiar circumstances because the Building and improvements thereon were initially developed prior to the LDC and when the Property was substantially larger in area. Now the Property has much more restrictive boundary lines that make compliance with the LDC near impossible. The unique circumstances of the Property have nothing to do with the particular zoning district it is in. Much of the neighboring properties are not in the same circumstances because the Property is surrounded by the large-scale resort development known as Hawk's Cay.

5. *Granting the variance will not give the applicant any special privilege denied other properties in the immediate neighborhood in terms of the provisions of the code or established development patterns:*

The Applicant is seeking to return the Building to the same uses as they were prior to the damage sustained during Hurricane Irma, as such there is no evidence to suggest that granting the variances would provide any special privilege to the Applicant. The immediate neighborhood surrounding the Property is the large-scale resort, Hawk's Cay. The neighborhood's development pattern has been established through the development of Hawk's Cay, and as such, very few properties suffer from a similar, unique configuration as the Property. There is no evidence that any other similarly configured properties in the neighborhood have been denied any similar variance requests.

6. *Granting the variance is not based on disabilities, handicaps or health of the applicant or members of his family:*

Granting these variances would not be based on disabilities, handicaps, or health.

7. *Granting the variance is not based on domestic difficulties of the applicant or his family:*

Granting these variances would not be based on domestic difficulties.

8. *The variance is the minimum necessary to provide relief to the applicant:*

The variances requested are the minimum necessary to provide relief to the Applicant. If the variances are granted, they would allow the Property to remain in its current configuration. The variances are not being requested in connection with any development on the Property that would make the Property any less conforming to current LDC requirements than it is now.

### III. Setback Variance

The Applicant is requesting a reduction in the secondary front yard setback from twenty-five feet (25 ft) currently required pursuant to LDC Section 131, to ten feet (10 ft) based on the Property being developed prior to the adoption of the current setback requirements, and the Applicant is requesting a reduction in the primary side yard setback from the twenty feet (20 ft) currently required pursuant to LDC section 131, to six feet (6 ft) based on the Property being developed prior to the adoption of the current setback requirements, and provides the following in support of its request:

The following is provided as written support of the standards for variance approval listed in the Application:

1. *The applicant shall demonstrate a showing of good and sufficient cause for granting the variance:*

The setback variances requested would allow the Property to support much needed affordable employee housing while retaining the Building. The Applicant purchased the Property with its current configuration and improvements prior to adoption of the current LDC, as the improvements and Building on the Property were constructed pursuant to building permits issued in 1984 and 1986. Because the Property was developed prior to the County's adoption of the LDC, the lawfully developed Building is nonconforming as to the secondary front yard setback and primary side yard setback requirements now found in LDC Section 131.

The Building on the Property faces the main road, Duck Key Drive, where its primary front yard is located, with a secondary front yard on the side road, Golf Course Drive. The Property's boundaries are such that the boundary along the secondary front yard is much longer than that of the primary front yard (the Property is approximately 105 ft wide (along the main road) and 191 ft long (along the side road)). These odd dimensions are the result of the Property being larger in area when the Building and improvements thereon were initially developed, as well as the lack of LDC regulations at the time.



Without the variances requested as to the current setback requirements, the Property will not be redeveloped to provide affordable housing as the cost to do so in full compliance with the current LDC regulations regarding setbacks would require the Building to be demolished and the entire Property reconfigured. Applicant's options are to either obtain the setback variances requested and provide affordable housing or leave the Property with its nonconformities as it is and provide no affordable housing—either way, it is not feasible for Applicant to cure the

nonconformities, but granting the variances would result in providing the community with much needed affordable housing. Without the setback variances for the Building, the Building cannot be substantially improved and will remain underutilized and unable to support the much-needed affordable housing proposed here.

*2. Failure to grant the variance would result in exceptional hardship to the applicant:*

Prior to Hurricane Irma, the Building was utilized as on-site employee housing and office space and was lawfully non-conforming under the LDC. As described above, the Building was developed lawful and in compliance with all required development standards at the time, which was prior to the adoption of the LDC, as is evidenced by the building permits issued and closed in 1984 and 1986. The closing of these building permits is evidence that the Building was built to the standards required at the time of development. The adoption of the LDC and the zoning maps created a non-conformity on the Property at no fault of the property owner or the Applicant. This, in and of itself, creates a hardship to the property owner as it unreasonably restricts any redevelopment or renovations without affecting the layout of the existing Building or the amount of square footage permitted on the Property. During Hurricane Irma, the Building sustained damage, and the applicant is attempting to redevelop and repair the Building so that it may be utilized with the same uses as it was prior to Hurricane Irma.

Failure to grant the variances would result in a substantial hardship to the Applicant because the Applicant would be forced to either: 1) demolish, redesign, and redevelop the Building to conform to the current LDC standards, which based on the configuration and size of the Property essentially forces a dramatic reduction in the size and layout of the Building, causing the Applicant to lose valuable square footage needed to support the affordable housing units and the office space utilized on the first floor, resulting in less utility and value to both the Applicant and the Community, or 2) leave the Building damaged, resulting in an unusable and unsafe structure, unable to housing affordable housing units or be utilized as office space. Option 1 is untenable as the costs would outweigh any benefit, and the Applicant would lose the ability to develop suitable affordable housing and would lose previously useable office/admin space. Option 2, leaving the Property unimproved and nonconforming, would result in a complete abandonment of the affordable housing portion, and a potentially unsafe structure that cannot be fully utilized, resulting in a situation where the Applicant is unable to utilize the Building, and making the potential utility of the Property plummet. These hardship are the direct result of the County's adoption of the LDC and zoning maps and the re-platting of the boundary lines and rights-of-way and are in no way caused by the Applicant.

*3. Granting the variance will not result in increased public expenses, create a threat to public health and safety, create a public nuisance or cause fraud or victimization of the public:*

As discussed above, Granting the variances requested will not result in increased public expenses. No public nuisance would be created, nor would the public be victimized—the public would benefit from the provision of additional affordable housing. Availability of housing in the community, especially affordable housing, is vital to the health and safety of the public and the

community as a whole. It should be obvious that individuals and families that are housed have much better prospects for their health and safety than those that lack housing. Public expenses are exacerbated by a lack of affordable housing as housing is essential for families and individuals to be self-reliant and productive members of the community.

The inadequate supply of affordable housing in Monroe County and its attendant hardships placed on this community are well known and documented. According to the Monroe County Community Health Assessment, 2019-2022, produced by the Florida Department of Health in Monroe County (the "Assessment"), "[t]wo main concerns mentioned by many assessment participants in the survey was the lack of affordable housing and the homeless population in Monroe County." The top social and economic concern identified as affecting survey respondents was the lack of affordable housing, which participants saw as affecting nearly all residents across the income spectrum, but particularly straining the middle class. The Assessment also states that affordable housing developments are "health promoting projects[.]" Assessment, page 30.

The variance will not cause any fraud, nuisance, or victimization of the public. The variance is necessary to allow the Property to provide affordable housing, which will actually reduce public expenses while benefiting the public health and safety of the community.

4. *Property has unique or peculiar circumstances, which apply to this property, but which do not apply to other properties in the same zoning district:*

The Property has peculiar circumstances because the Building and improvements on the Property were initially developed prior to the LDC and when the Property was substantially larger in area. Now the Property has much more restrictive boundary lines that make compliance with the LDC practically impossible. The unique circumstances of the Property have nothing to do with the particular zoning district it is in. Much of the neighboring properties are not in the same circumstances because the Property is surrounded by the large-scale resort development known as Hawk's Cay, which development also contributed to the Property's odd configuration.

5. *Granting the variance will not give the applicant any special privilege denied other properties in the immediate neighborhood in terms of the provisions of the code or established development patterns:*

Granting the variances would not provide any special privilege. The immediate neighborhood surrounding the Property is the large-scale resort, Hawk's Cay. The neighborhood's development pattern has been established through the development of Hawk's Cay, and as such, few properties suffer the same unique configuration as the Property. There is no evidence that any other similarly configured properties in the neighborhood have been denied any similar variance requests.

6. *Granting the variance is not based on disabilities, handicaps or health of the applicant or members of his family:*

Granting these variances would not be based on disabilities, handicaps, or health.

7. *Granting the variance is not based on domestic difficulties of the applicant or his family:*

Granting these variances would not be based on domestic difficulties.

8. *The variance is the minimum necessary to provide relief to the applicant:*

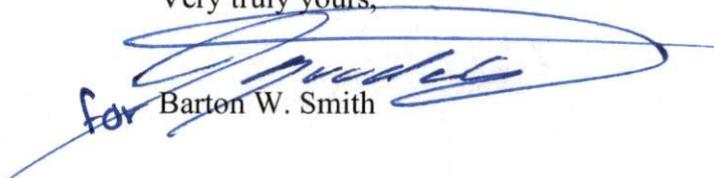
The variances requested are the minimum necessary to provide relief to the Applicant. If the variances are granted, they would allow the Property to remain in its current configuration. The variances are not being requested in connection with any development on the Property that would make the Property any less conforming to current LDC requirements than it is now.

### **Conclusion**

Based on the foregoing facts, Applicant respectfully requests that its requested variances be granted: (1) a reduction in the secondary front yard setback and primary side yard setback requirements in chapter 131; (2) a reduction in the required two-way drive aisle width contained in chapter 114; and (3) a 20% reduction to the off-street parking requirements contained in chapter 114. Additionally, the Applicant is requesting that the Planning Director permit those certain lawfully established parking spaces extending beyond the property line to be permitted to remain. This will allow Applicant to provide the community with much-needed affordable housing that can be safely accessed by parking on the Property.

Thank you for your consideration and assistance, and please feel free to contact me with any questions.

Very truly yours,

  
for Barton W. Smith

BWS/JMG/bg

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

RECEIVED

MAY 30 2023



MONROE CO. PLANNING DEPT.

**Variance Application to the Monroe County Planning Commission**

**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.**

Planning Commission Variance Application Fee: \$1,610.00

*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:** May / 25 / 2023  
Month Day Year

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

<u>Smith Hawks, PL</u>	<u>Barton W. Smith, Esq./Jess Miles Goodall, Esq.</u>
Applicant (Name of Person, Business or Organization)	Name of Person Submitting this Application
<u>138 Simonton Street</u>	<u>Bart@SmithHawks.com;</u>
Mailing Address (Street, City, State and Zip Code)	<u>Jess@SmithHawks.com;</u>
<u>(305) 296-7227</u>	<u>Brandi@SmithHawks.com</u>
Work Phone	Email Address
Home Phone	
Cell Phone	

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

<u>CWI Keys Hotel, LLC</u>	<u>Agent</u>
(Name/Entity)	Contact Person
<u>Agent</u>	<u>Agent</u>
Mailing Address (Street, City, State and Zip Code)	Mailing Address (Street, City, State and Zip Code)
<u>Agent</u>	<u>Agent</u>
Work Phone	Email Address
Home Phone	
Cell Phone	

**Legal Description of Property:**

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

<u>2</u>	<u>20</u>	<u>Duck Key</u>	<u>Duck Key</u>
Block	Lot	Subdivision	Key
<u>00377380-000000</u>	<u>1460966</u>		
Real Estate (RE) Number	Alternate Key Number		
<u>798 Duck Key Drive, Duck Key, Florida</u>	<u>61</u>		
Street Address (Street, City, State & Zip Code)	Approximate Mile Marker		

APPLICATION

Land Use District Designation(s): Destination Resort (DR)
Present Land Use of the Property: Employee housing and "back of house" office for neighboring hotel--an accessory use to the hotel
Proposed Land Use of the Property: Employee housing and "back of house" office for neighboring hotel--an accessory use to the hotel
Total Land Area: 19,741 SF; approximately .45 acres

Provide the standards required by Secondary front yard set back of 25 ft; primary side yard setback of 20 ft.; the land development regulations: parking spaces within property lines; 2-way drive aisle to be 24' wide.

(i.e., front yard setback of 25 feet, 100 off-street parking spaces, etc.)

Reduction of 15 ft for a secondary front yard setback of 10 ft; reduction of 14 ft for a primary side yard setback of 6 ft; allow for parking spaces to extend beyond property lines; reduction of 2-way drive aisle width requirement for a width of 13 ft

Provide requested variance: (i.e., reduction of 5ft for a front yard setback of 20 feet; reduction to 90 off-street parking spaces, etc.)

All of the following standards must be met in order to receive variance approval. Please describe how each standard will be met (as it relates to the property):

1. The applicant shall demonstrate a showing of good and sufficient cause for granting the variance:

Please see attached correspondence.

Four horizontal lines for providing details for item 1.

2. Failure to grant the variance would result in exceptional hardship to the applicant:

Please see attached correspondence.

Four horizontal lines for providing details for item 2.

Exceptional hardship means a burden on a property owner that substantially differs in kind or magnitude from the burden imposed on other similarly situated property owners. Financial difficulty/hardship does not qualify as exceptional hardship..

3. Granting the variance will not result in increased public expenses, create a threat to public health and safety, create a public nuisance or cause fraud or victimization of the public:

Please see attached correspondence.

Four horizontal lines for providing details for item 3.

4. Property has unique or peculiar circumstances, which apply to this property, but which do not apply to other properties in the same zoning district:

Please see attached correspondence.

Four horizontal lines for providing details for item 4.

APPLICATION

- 5. Granting the variance will not give the applicant any special privilege denied other properties in the immediate neighborhood in terms of the provisions of the code or established development patterns:

Please see attached correspondence.

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- 6. Granting the variance is not based on disabilities, handicaps or health of the applicant or members of his family:

Please see attached correspondence.

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- 7. Granting the variance is not based on the domestic difficulties of the applicant or his family:

Please see attached correspondence.

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- 8. The variance is the minimum necessary to provide relief to the applicant:

Please see attached correspondence.

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## APPLICATION

**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 variance application (unaltered and unbound)
- Correct fee (check or money order payable to *Monroe County Planning & Environmental Resources*)
- Proof of ownership (i.e., Warranty Deed) **Tab A**
- Current Property Record Card(s) from the Monroe County Property Appraiser **Tab B**
- Location map **Tab C**
- Photograph(s) of site from adjacent roadway(s) **Tab D**
- Signed and Sealed Boundary Survey, prepared by a Florida registered surveyor- eight (8) sets (at a minimum, survey **Tab E** 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)
- Signed and Sealed Site Plan, prepared by a Florida registered architect, engineer or landscape architect- five (5) **Tab F** sets (drawn to a scale of 1 inch equals 20 feet, except where impractical and the Director of Planning authorizes a different scale). At a minimum, the site plan should include the following:
  - Date, north point and graphic scale
  - Boundary lines of site, including all property lines and mean high-water line
  - Land use district of site and any adjacent land use districts
  - Locations and dimensions of all existing and proposed structures and drives
  - Type of ground cover (i.e., concrete, asphalt, grass, rock)
  - Adjacent roadways
  - Setbacks as required by the land development regulations
  - Location and dimensions of all parking spaces (including handicap accessible, bicycle and scooter) and loading zones
- List of names and addresses of all real property owners within a 600 foot radius of the subject **Tab G** property. 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 item must be included in order to have a complete application submission:**

- Notarized Agent Authorization Letter **Tab H**

Is there a pending code enforcement proceeding involving all or a portion of this property?

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.**

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



A

626156  
RETURN TO:  
First American Title Insurance Company  
633 Third Avenue  
New York, NY 10017

Doc# 1955338 10/25/2013 11:20AM  
Filed & Recorded in Official Records of  
MONROE COUNTY AMY HEAVILIN

RECORD AND RETURN TO:

Rick S. Kirkbride, Esq.  
Paul Hastings LLP  
515 S. Flower Street, 25<sup>th</sup> Floor  
Los Angeles, CA 90071

10/25/2013 11:20AM  
DEED DOC STAMP CL: Krys \$936,775.00

THIS INSTRUMENT PREPARED BY:

Michelle R. Brown  
Jones Day  
2727 North Harwood  
Dallas, Texas 75201

Doc# 1955338  
Bk# 2655 Pg# 2211

SPECIAL WARRANTY DEED

STATE OF FLORIDA           §  
  §           KNOW ALL PERSONS BY THESE PRESENTS:  
COUNTY OF MONROE       §

That BH/NV HAWK'S CAY PROPERTY HOLDINGS, LLC, a Delaware limited liability company, whose address is 15601 Dallas Parkway, Suite 600, Addison, Texas 75001-6026 ("Grantor"), for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration to it in hand paid by CWI KEYS HOTEL, LLC, a Delaware limited liability company, whose address is 272 E. Deerpath Road, Suite 320, Lake Forest, Illinois 60045 (hereinafter, whether one or more, referred to as "Grantee"), the receipt and sufficiency of which are hereby acknowledged and confessed, and subject to the exceptions, liens, encumbrances, terms and provisions to conveyance and warranty hereinafter set forth and described, has GRANTED, BARGAINED, SOLD and CONVEYED, and by these presents does hereby GRANT, BARGAIN, SELL and CONVEY, unto Grantee all of the real property situated in Monroe County, Florida, described on Exhibit A, which is attached hereto and made a part hereof for all purposes, together with all and singular the rights, benefits, privileges and appurtenances thereon or in anywise appertaining thereto, and together with all buildings, structures (surface and sub-surface), installations and other improvements and fixtures located thereon and any right, title, and interest of Grantor in and to adjacent streets, alleys, strips, gores, and rights-of-way (such land, rights, benefits, privileges, appurtenances, improvements, and interests being hereinafter referred to as the "Property").

This conveyance is made and accepted subject and subordinate to those encumbrances and exceptions (the "Permitted Encumbrances") set forth on Exhibit B, which is attached hereto and made a part hereof for all purposes.

TO HAVE AND TO HOLD the Property, subject to the Permitted Encumbrances, unto Grantee, its successors and assigns, forever; and Grantor does hereby bind itself, its successors and assigns, to WARRANT AND FOREVER DEFEND all and singular the Property unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same, or any part thereof,

DLI-6459249v3

2013-10-25

except as to the exceptions to conveyance and warranty contained herein, by, through or under Grantor, but not otherwise.

Section 3.7 of the Purchase and Sale Agreement by and among Grantor and Grantee is hereby incorporated by reference into this Special Warranty Deed as fully as if set forth at length herein.

Grantee, by its acceptance hereof, hereby assumes and agrees to pay any and all standby fees, taxes, and assessments by any taxing authority for the calendar year 2013, and subsequent years.

**REMAINDER OF PAGE INTENTIONALLY BLANK.  
SIGNATURE PAGES FOLLOW.**

Doc# 1955338  
Bk# 2655 Pg# 2212

EXECUTED by the undersigned to be effective as of October 23, 2013.

**WITNESSES:**

  
Witness Signature

Karen Davis  
Printed Name

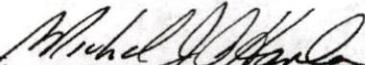
  
Witness Signature

LISA ROSS  
Printed Name

**GRANTOR:**

**BH/NV HAWK'S CAY PROPERTY HOLDINGS, LLC,**

a Delaware limited liability company

By:   
Name: Michael J. O'Hanlon  
Title: President and Chief Executive Officer

Doc# 1955338  
Bk# 2655 Pg# 2213

DLI-6459249

STATE OF TEXAS           §  
  §  
COUNTY OF DALLAS       §

The foregoing instrument was acknowledged before me on this 22<sup>nd</sup> day of October, 2013 by Michael J. O'Hanlon, President and Chief Executive Officer of BH/NV HAWK'S CAY PROPERTY HOLDINGS, LLC, a Delaware limited liability company, on behalf of said company. He is personally known to me.

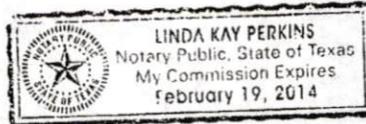
Linda Kay Perkins

Printed Name: LINDA KAY PERKINS

Notary Public in and for the State of Texas

My Commission Expires: 2-19-2014

(SEAL)



Doc Stamps: \_\_\_\_\_

Recording Fee: \_\_\_\_\_

Doc# 1955338  
Bk# 2655 Pg# 2214

**EXHIBIT A**  
to  
Special Warranty Deed  
**PROPERTY DESCRIPTION**  
See Attached

Doc# 1955338  
Bk# 2655 Pg# 2215

**LEGAL DESCRIPTION****LEGAL DESCRIPTION: Hawk's Cay Commercial-Marina Parcel****PARCEL 1 (fee simple)**

A parcel of land and water situate in Sections 21 and 16, Township 65 South, Range 34 East, Monroe County, Florida, being all of Lots 1 through 6, the Easterly 111.25 feet of Lots 7 through 9 and all of Lots 10 through 20, Block 2, Section 1 - Part 1. A portion of Block 16, Section 1 - Part 1 and a portion of Block 17, Section 1 - Part 2, "Indies Island", Duck Key, according to the plat thereof, as recorded in Plat Book 5, Page 82 of the Public Records of Monroe County, Florida, the upland portions thereof being more particularly described by metes and bounds as follows:

BEGINNING at the Northwest corner of Lot 1, said Block 2, THENCE North 66 degrees 56 minutes 00 seconds East along the Northerly line of said Lot 1, a distance of 45.40 feet to the Mean High Water Line of a boat basin in Toms Harbor, said Mean High Water Line having been determined on March 29-31, April 26-28, May 2-3 and verified November 6-8 and 28-30, 1988 by survey procedures approved by the Bureau of Surveying and Mapping, State of Florida, Department of Natural Resources (now Department of Environmental Protection) under File No. 779; THENCE, along the Mean High Water Line of said boat basin the following courses, first bearing South 85 degrees 19 minutes 27 seconds East, a distance of 10.03 feet; THENCE North 64 degrees 19 minutes 12 seconds East, a distance of 21.93 feet; THENCE North 53 degrees 54 minutes 56 seconds East, a distance of 20.31 feet; THENCE North 82 degrees 32 minutes 17 second East, a distance of 2.44 feet; THENCE South 02 degrees 54 minutes 32 seconds West, a distance of 2.24 feet; THENCE South 39 degrees 49 minutes 57 seconds West, a distance of 52.24 feet; THENCE South 04 degrees 56 minutes 46 seconds East, a distance of 22.23 feet; THENCE South 26 degrees 51 minutes 00 seconds East, a distance of 21.95 feet; THENCE South 10 degrees 01 minutes 09 seconds West, a distance of 18.59 feet; THENCE South 23 degrees 24 minutes 48 seconds East, a distance of 16.22 feet; THENCE South 60 degrees 48 minutes 17 seconds East, a distance of 53.44 feet; THENCE South 70 degrees 13 minutes 31 seconds East, a distance of 15.55 feet; THENCE North 74 degrees 12 minutes 26 seconds East, a distance of 17.76 feet; THENCE North 60 degrees 21 minutes 03 seconds East, a distance of 19.63 feet; THENCE South 83 degrees 26 minutes 44 seconds East, a distance of 9.28 feet; THENCE North 22 degrees 33 minutes 07 seconds West, a distance of 6.32 feet; THENCE North 66 degrees 45 minutes 56 seconds East, a distance of 0.60 feet; THENCE South 22 degrees 39 minutes 32 seconds East, a distance of 19.73 feet; THENCE North 71 degrees 54 minutes 38 seconds East, a distance of 29.69 feet; THENCE North 23 degrees 08 minutes 43 second West, a distance of 17.83 feet; THENCE North 67 degrees 04 minutes 15 seconds East, a distance of 0.60 feet; THENCE

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South 54 degrees 03 minutes 29 seconds East, a distance of 8.85 feet; THENCE North 76 degrees 15 minutes 29 seconds East, a distance of 21.49 feet; THENCE North 80 degrees 33 minutes 15 seconds East, a distance of 10.61 feet; THENCE North 83 degrees 19 minutes 43 seconds East, a distance of 11.91 feet; THENCE South 74 degrees 22 minutes 00 seconds East, a distance of 15.71 feet; THENCE South 19 degrees 25 minutes 04 seconds East, a distance of 7.59 feet; THENCE South 29 degrees 17 minutes 19 seconds East, a distance of 9.88 feet; THENCE SOUTH 17 degrees 22 minutes 39 seconds East, a distance of 11.72 feet; THENCE South 39 degrees 06 minutes 12 seconds East, a distance of 20.61 feet; THENCE South 23 degrees 25 minutes 13 seconds East, a distance of 502.13 feet; THENCE South 17 degrees 03 minutes 10 seconds East, a distance of 34.86 feet; THENCE South 24 degrees 18 minutes 19 seconds East, a distance of 84.22 feet; THENCE South 62 degrees 04 minutes 37 seconds East, a distance of 12.20 feet; THENCE North 63 degrees 48 minute 18 seconds East, a distance of 45.11 feet; THENCE North 66 degrees 15 minutes 27 seconds East, a distance of 475.03 feet; THENCE North 55 degrees 27 minutes 48 seconds East, a distance of 13.09 feet; THENCE North 81 degrees 48 minutes 16 seconds East, a distance of 25.54 feet; THENCE North 63 degrees 12 minutes 42 seconds East, a distance of 25.18 feet; THENCE North 67 degrees 18 minutes 23 seconds East, a distance of 25.03 feet; THENCE North 70 degrees 30 minutes 46 seconds East, a distance of 25.00 feet; THENCE North 71 degrees 39 minutes 30 seconds East, a distance of 25.01 feet; THENCE North 70 degrees 44 minutes 31 seconds East, a distance of 25.00 feet; THENCE North 81 degrees 48 minutes 16 seconds East, a distance of 25.54 feet; THENCE South 71 degrees 59 minutes 29 seconds East, a distance of 31.71 feet; THENCE North 88 degrees 49 minutes 45 seconds East, a distance of 9.02 feet; THENCE North 88 degrees 59 minutes 01 seconds East, a distance of 9.48 feet; THENCE South 53 degrees 59 minutes 33 seconds West, departing said Mean High Water Line, a distance of 132.35 feet; THENCE North 62 degrees 04 minutes 42 seconds West, a distance of 80.83 feet; THENCE South 66 degrees 21 minutes 36 seconds West, a distance of 48.92 feet; THENCE South 66 degrees 16 minutes 06 seconds West, a distance of 184.18 feet; THENCE South 49 degrees 02 minutes 55 seconds West, a distance of 166.63 feet; THENCE NORTH 73 degrees 03 minutes 23 seconds West, a distance of 75.68 feet; THENCE South 66 degrees 16 minutes 06 seconds West, a distance of 156.87 feet to the Southerly extension of a line 31.46 feet westerly of and parallel with the Easterly line of aforesaid Lot 20, Block 2; THENCE South 23 degrees 04 minutes 00 seconds East, a distance of 5.00 feet; THENCE South 66 degrees 56 minutes 00 seconds West, a distance of 166.04 feet to a point on the arc of a curve to the right, having a radius of 25.00 feet, a central angle of 90 degrees 00 minutes 00 seconds, an arc length of 39.27 feet; THENCE North 23 degrees 04 minutes 00 seconds West, a distance of 79.85 feet; THENCE North 23 degrees 04 minutes 00 seconds West along the Westerly lines of the aforesaid Lots 10 through 19, Block 2, a distance of 400.00 feet to the Northwest corner of aforesaid Lot 10; THENCE North 66 degrees 56 minutes 00 seconds East along the Northerly line of said Lot 10, a distance of 111.25 feet; THENCE North 23 degrees 04 minutes 00 seconds West, a distance of 120.00 feet to a point on the Southerly line of aforesaid Lot 6, Block 2; THENCE South 66 degrees 56 minutes 00 seconds West along said Southerly line, a distance of 111.25 feet to the Southwest corner of said Lot 6; THENCE

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North 23 degrees 04 minutes 00 seconds West along the Westerly lines of aforesaid Lots 1 through 6, Block 2, a distance of 240.00 feet back to the POINT OF BEGINNING.

LESS lands conveyed to Villages at Hawks Cay, Inc. recorded in Official Records Book 2045, Page 2102 and lands in Deed recorded in Official Records Book 1979, Page 697.

PARCEL 2 (fee simple)

A parcel of land situate in Section 21, Township 65 South, Range 34 East, Monroe County, Florida, being a portion of Blocks 3, 4, 5, 6, 7, 8, 9 and 16, Section 1 - Part 1 and Block 17, Section 1 - Part 2, "Indies Island", Duck Key, according to the plat thereof, as recorded in Plat Book 5, Page 82 of the Public Records of Monroe County, Florida, the upland portions thereof being more particularly described by metes and bounds as follows:

COMMENCING at the centerline intersection of Golf Course Drive (50 feet wide) and Duck Key Drive (55 feet wide) of said plat, THENCE South 23 degrees 04 minutes 00 seconds East along the centerline of said Duck Key Drive, a distance of 107.84 feet; THENCE North 66 degrees 56 minutes 00 seconds East, a distance of 27.50 feet to a point on the Easterly Right-of-way line of said Duck Key Drive, said point being the beginning of a curve having a radius of 1096.18 feet, a central angle of 7 degrees 45 minutes 40 seconds, a tangent length of 74.36 feet, and from which a radial line bears South 66 degrees 56 minutes 00 seconds West, THENCE along said Easterly right-of-way line and the arc of said curve to the right, a distance of 148.48 feet to the POINT OF BEGINNING of the parcel of land hereinafter described:

THENCE North 75 degrees 47 minutes 31 seconds East departing said Easterly right-of-way line, a distance of 76.19 feet to a point on the arc of a curve to the right, having a radius of 436.00 feet, a central angle of 25 degrees 36 minutes 04 seconds, a tangent length of 99.06 feet, and from which a radial line bears South 14 degrees 12 minutes 29 seconds East, THENCE along the arc of said curve to the right, a distance of 194.81 feet to the end of the said curve; THENCE North 11 degrees 43 minutes 57 seconds East, a distance of 61.88 feet to the point of curvature of a curve having a radius of 203.00 feet, a central angle of 52 degrees 40 minutes 40 seconds, a tangent length of 100.50 feet, and from which a radial line bears South 78 degrees 16 minutes 03 seconds East; THENCE along the arc of said curve to the right, a distance of 186.64 feet to the point of tangency of said curve; THENCE North 64 degrees 24 minutes 38 seconds East, a distance of 23.87 feet to the point of curvature of a curve having a radius of 291.00 feet, a central angle of 14 degrees 37 minutes 20 seconds, a tangent length of 37.34 feet, and from which a radial line bears North 25 degrees 35 minutes 22 seconds West; THENCE along the arc of said curve to the left, a distance of 74.27 feet to the point of tangency of said curve; THENCE North 49 degrees 47 minutes 17 seconds East, a distance of 38.77 feet to the point of curvature of a curve having a radius of 153.00 feet, a central angle of 49 degrees 45 minutes 03 seconds, a tangent length of 70.94 feet, and from

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which a radial line bears South 40 degrees 12 minutes 43 seconds East; THENCE along the arc of said curve to the right, a distance of 132.85 feet to the point of tangency of said curve; THENCE South 80 degrees 27 minutes 40 seconds East, a distance of 46.43 feet; THENCE North 66 degrees 56 minutes 00 seconds East, a distance of 311.64 feet; THENCE North 15 degrees 28 minutes 05 seconds East, a distance of 164.66 feet to the Mean High Water Line of Toms Harbor, said Mean High Water Line having been determined on March 29-31, April 26-28, May 2-3 and verified November 6-8 and 28-30, 1988 by survey procedures approved by the Bureau of Surveying and Mapping, State of Florida, Department of Natural Resources (now Department of Environmental Protection) under File No. 779; THENCE along said Mean High Water Line the following courses, first bearing South 84 degrees 04 minutes 04 seconds East, a distance of 12.89 feet; THENCE South 78 degrees 58 minutes 27 seconds East, a distance of 25.00 feet; THENCE South 71 degrees 40 minutes 23 seconds East, a distance of 25.18 feet; THENCE South 72 degrees 21 minutes 06 Seconds East, a distance of 25.15 feet; THENCE South 84 degrees 27 minutes 11 seconds East, a distance of 25.13 feet; THENCE South 80 degrees 48 minutes 23 seconds East, a distance of 25.02 feet; THENCE South 86 degrees 35 minutes 20 seconds East, a distance of 27.06 feet; THENCE South 82 degrees 30 minutes 53 seconds East, a distance of 38.56 feet; THENCE South 57 degrees 41 minutes 03 seconds East, a distance of 25.64 feet; THENCE South 49 degrees 13 minute 12 seconds East, a distance of 44.07 feet; THENCE South 50 degrees 09 minutes 22 seconds East, a distance of 23.59 feet; THENCE South 38 degrees 29 minutes 13 seconds East, a distance of 20.57 feet; THENCE South 55 degrees 06 minutes 00 seconds East, a distance of 19.20 feet; THENCE South 71 degrees 31 minutes 49 seconds East, a distance of 24.98 feet; THENCE South 87 degrees 28 minutes 24 seconds East, a distance of 12.17 feet; THENCE North 75 degrees 08 minutes 56 seconds East, a distance of 13.90 feet; THENCE North 41 degrees 55 minutes 13 seconds East, a distance of 45.81 feet; THENCE North 25 degrees 51 minutes 18 seconds East, a distance of 23.19 feet; THENCE North 51 degrees 54 minutes 24 seconds East, a distance of 25.13 feet; THENCE North 51 degrees 47 minutes 33 seconds East, a distance of 19.80 feet; THENCE North 71 degrees 39 minutes 05 seconds East, a distance of 13.83 feet; THENCE North 85 degrees 38 minutes 02 seconds East, a distance of 22.36 feet; THENCE South 85 degrees 34 minutes 58 seconds East, a distance of 20.23 feet; THENCE South 73 degrees 09 minutes 40 seconds East, a distance of 26.74 feet; THENCE South 69 degrees 46 minutes 01 seconds East, a distance of 21.71 feet; THENCE South 84 degrees 08 minute 53 seconds East, a distance of 11.44 feet; THENCE South 55 degrees 28 minutes 28 seconds East, a distance of 9.70 feet; THENCE North 88 degrees 57 minutes 15 seconds East, a distance of 13.95 feet; THENCE South 64 degrees 41 minutes 26 seconds East, a distance of 8.21 feet; THENCE South 30 degrees 37 minutes 33 seconds East, a distance of 21.45 feet; THENCE South 57 degrees 46 minutes 22 seconds East, a distance of 23.37 feet; THENCE South 54 degrees 11 minutes 47 seconds East, a distance of 10.18 feet; THENCE South 46 degrees 53 minutes 15 seconds East, a distance of 10.73 feet; THENCE South 24 degrees 51 minutes 55 seconds East, a distance of 25.66 feet; THENCE South 14 degrees 18 minutes 34 seconds East, a distance of 46.92 feet; THENCE South 25 degrees 55 minutes 47 seconds West, a distance of 11.77 feet; THENCE South 55 degrees 03 minutes 13

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seconds West, a distance of 5.10 feet; THENCE South 04 degrees 04 minutes 06 seconds West, a distance of 5.30 feet; THENCE North 83 degrees 32 minutes 21 seconds West, a distance of 14.82 feet; THENCE North 42 degrees 55 minutes 55 seconds West, a distance of 7.69 feet; THENCE North 07 degrees 34 minutes 17 seconds East, a distance of 39.07 feet; THENCE North 19 degrees 03 minutes 20 seconds West, a distance of 13.15 feet; THENCE North 37 degrees 09 minutes 46 seconds West, a distance of 9.55 feet; THENCE North 57 degrees 04 minutes 53 seconds West, a distance of 11.98 feet; THENCE South 86 degrees 53 minutes 03 seconds West, a distance of 8.32 feet; THENCE North 54 degrees 37 minutes 04 seconds West, a distance of 8.14 feet; THENCE North 19 degrees 12 minutes 14 seconds West, a distance of 9.83 feet; THENCE North 38 degrees 32 minutes 24 seconds West, a distance of 13.99 feet; THENCE North 60 degrees 06 minutes 42 seconds West, a distance of 13.04 feet; THENCE South 87 degrees 23 minutes 59 seconds West, a distance of 19.24 feet; THENCE North 74 degrees 18 minutes 14 seconds West, a distance of 9.23 feet; THENCE North 51 degrees 13 minutes 01 seconds West, a distance of 7.03 feet; THENCE North 36 degrees 35 minutes 59 seconds West, a distance of 19.98 feet; THENCE North 66 degrees 52 minutes 09 seconds West, a distance of 15.01 feet; THENCE North 89 degrees 01 minutes 23 seconds West, a distance of 29.48 feet; THENCE North 52 degrees 33 minutes 16 seconds West, a distance of 18.06 feet; THENCE North 77 degrees 50 minutes 58 seconds West, a distance of 11.65 feet; THENCE South 74 degrees 31 minutes 31 seconds West, a distance of 10.42 feet; THENCE South 55 degrees 47 minutes 17 seconds West, a distance of 17.09 feet; THENCE South 35 degrees 30 minutes 32 seconds West, a distance of 15.18 feet; THENCE South 19 degrees 51 minutes 45 seconds West, a distance of 10.51 feet; THENCE South 47 degrees 49 minutes 28 seconds West, a distance of 13.68 feet; THENCE South 36 degrees 40 minutes 21 seconds West, a distance of 18.69 feet; THENCE South 21 degrees 13 minutes 40 seconds West, a distance of 30.90 feet; THENCE South 02 degrees 32 minutes 40 seconds East, a distance of 23.92 feet; THENCE South 31 degrees 53 minutes 58 seconds East, a distance of 28.43 feet; THENCE South 45 degrees 48 minutes 47 seconds East, a distance of 30.03 feet; THENCE South 58 degrees 28 minutes 31 seconds East, a distance of 33.40 feet; THENCE South 35 degrees 27 minutes 58 seconds East, a distance of 14.90 feet; THENCE South 63 degrees 15 minutes 11 seconds East, a distance of 15.91 feet; THENCE South 27 degrees 50 minutes 46 seconds East, a distance of 12.83 feet; THENCE South 83 degrees 00 minutes 08 seconds East, a distance of 22.41 feet; THENCE South 69 degrees 31 minutes 49 seconds East, a distance of 29.70 feet; THENCE North 89 degrees 15 minutes 41 seconds East, a distance of 15.34 feet; THENCE North 47 degrees 38 minutes 54 seconds East, a distance of 38.92 feet; THENCE South 78 degrees 47 minutes 28 seconds East, a distance of 16.66 feet; THENCE South 23 degrees 46 minutes 56 seconds East, a distance of 12.90 feet; THENCE South 24 degrees 41 minutes 45 seconds West, a distance of 18.16 feet; THENCE South 15 degrees 52 minutes 25 seconds East, a distance of 18.07 feet; THENCE South 40 degrees 12 minutes 05 seconds East, a distance of 25.25 feet; THENCE South 40 degrees 14 minutes 19 seconds East, a distance of 25.16 feet; THENCE South 53 degrees 57 minutes 03 seconds East, a distance of 53.24 feet; THENCE South 40 degrees 41 minutes 28 seconds East, a distance of 50.36 feet; THENCE South 28 degrees 35 minutes 31 seconds East, a

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distance of 25.11 feet; THENCE South 33 degrees 37 minutes 09 seconds East, a distance of 25.00 feet; THENCE South 21 degrees 39 minutes 35 seconds East, a distance of 25.58 feet; THENCE South 02 degrees 11 minutes 15 seconds East, a distance of 35.72 feet; THENCE South 45 degrees 23 minutes 11 seconds West, a distance of 16.02 feet; THENCE South 58 degrees 55 minutes 58 seconds West, a distance of 25.33 feet; THENCE south 56 degrees 16 minutes 37 seconds West, a distance of 25.56 feet; THENCE South 71 degrees 13 minutes 23 seconds West, a distance of 25.03 feet; THENCE South 62 degrees 25 minutes 20 seconds West, a distance of 50.26 feet; THENCE South 70 degrees 59 minutes 40 seconds West, a distance of 25.03 feet; THENCE South 77 degrees 06 minutes 47 seconds West, a distance of 25.30 feet; THENCE South 63 degrees 33 minutes 31 seconds West, a distance of 50.17 feet; THENCE South 66 degrees 24 minutes 48 second West, a distance of 75.04 feet; THENCE South 69 degrees 27 minutes 03 seconds West, a distance of 49.44 feet; THENCE South 70 degrees 10 minutes 47 seconds West, a distance of 50.00 feet; THENCE South 63 degrees 48 minutes 01 seconds West, a distance of 50.40 feet; THENCE South 74 degrees 24 minutes 55 seconds West, a distance of 25.04 feet; THENCE South 64 degrees 08 minutes 20 seconds West, a distance of 25.18 feet; THENCE South 72 degrees 21 minutes 24 seconds West, a distance of 25.01 feet; THENCE South 68 degrees 15 minutes 49 seconds West, a distance of 40.89 feet; THENCE South 60 degrees 51 minutes 02 seconds West, a distance of 39.59 feet; THENCE departing said Mean High Water Line North 23 degrees 38 minutes 36 seconds West, a distance of 107.94 feet; THENCE South 69 degrees 12 minutes 03 seconds West, a distance of 82.65 feet to a point on the arc of a non-tangent curve having a radius of 1103.02 feet, a central angle of 8 degrees 39 minutes 36 seconds, a tangent length of 83.52 feet, and from which a radial line bears South 19 degrees 04 minutes 43 seconds East; THENCE along the arc of said curve to the left, a distance of 166.72 feet to the end of said curve; THENCE South 61 degrees 56 minutes 00 seconds West, a distance of 20.62 feet to the point of curvature of a curve having a radius of 311.57 feet, a central angle of 24 degrees 09 minutes 08 seconds, a tangent length of 66.66 feet, and from which a radial line bears North 28 degrees 04 minutes 00 seconds West; THENCE along the arc of said curve to the right, a distance of 131.34 feet to a point on the arc of a non-tangent curve to the right, having a radius of 366.00 feet, a central angle of 31 degrees 32 minutes 16 seconds, a tangent length of 103.35 feet, and from which a radial line bears North 03 degrees 54 minutes 52 seconds West; THENCE along the arc of said curve to the right, a distance of 201.46 feet to the point of reverse curvature of a curve having a radius of 17.48 feet, a central angle of 91 degrees 59 minutes 44 seconds, a tangent length of 18.10 feet, and from which a radial line bears South 27 degrees 37 minutes 24 seconds West; THENCE along the arc of said curve to the left, a distance of 28.07 feet to the point of tangency of said curve; THENCE South 25 degrees 37 minutes 40 seconds West a distance of 67.30 feet to the point of curvature of a curve having a radius of 98.00 feet, a central angle of 48 degrees 41 minutes 40 seconds, a tangent length of 44.35 feet and from which a radial line bears South 64 degrees 22 minutes 20 seconds East; THENCE along the arc of said curve to the left, a distance of 83.29 feet to the point of tangency of said curve; THENCE South 23 degrees 04 minutes 00 seconds East, a distance of 321.79 feet; THENCE North 66 degrees 56 minutes 00 seconds East, a distance of 146.51 feet

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to a point of curvature of a curve having a radius of 73.00 feet, a central angle of 90 degrees 00 minutes 00 seconds, a tangent length of 73.00 feet, and from which a radial line bears South 23 degrees 04 minutes 00 seconds East; THENCE along the arc of said curve to the right, a distance of 114.67 feet to the point of tangency of said curve; THENCE South 23 degrees 04 minutes 00 seconds East a distance of 122.09 feet to the point of curvature of a curve having a radius of 78.00 feet, a central angle of 90 degrees 16 minutes 58 seconds, a tangent length of 78.39 feet, and from which a radial line bears South 66 degrees 56 minutes 00 seconds West; THENCE along the arc of said curve to the right, a distance of 122.91 feet to the point of tangency of said curve; THENCE South 67 degrees 12 minutes 58 seconds West a distance of 570.87 feet; THENCE South 70 degrees 09 minutes 50 seconds West, a distance of 58.06 feet; THENCE South 53 degrees 54 minutes 46 seconds West, a distance of 40.37 feet to the point of curvature of a curve having a radius of 40.00 feet, a central angle of 148 degrees 05 minutes 03 seconds, a tangent length of 139.88 feet, and from which a radial line bears North 36 degrees 05 minutes 14 second West; THENCE along the arc of said curve to the right, a distance of 103.38 feet; THENCE North 68 degrees 00 minutes 11 seconds West, a distance of 10.00 feet to a point on the Northerly extension of the East line of Lot 5, Block 8, of said Section 1 - Part , "Indies Island", Duck Key, (the following courses through the platted lots and rights-of-way are calculated by the Proration Method from field observations) THENCE South 02 degrees 51 minutes 51 seconds East along said Northerly extension line, a distance of 8.18 feet to Northeast corner of the right-of-way for Greenbriar Road (50 feet wide) as laid out and in use, said Northeast corner also being on the arc of a curve having a radius of 375.00 feet, a central angle of 37 degrees 05 minutes 07 seconds, a tangent length of 125.78 feet, and from which a radial line bears North 02 degrees 51 minutes 15 seconds West;

THENCE along the Northerly right-of-way line of said Greenbriar Road for the following three (3) courses, along the arc of said curve to the right, a distance of 242.72 feet to the point of tangency of said curve; THENCE North 55 degrees 46 minutes 08 seconds West a distance of 78.23 feet to the point of curvature of a curve having a radius of 25.00 feet, a central angle of 87 degrees 29 minutes 14 seconds, a tangent length of 23.93 feet, and from which a radial line bears North 34 degrees 13 minutes 52 seconds East; THENCE along the arc of said curve to the right, a distance of 38.17 feet to a point on the Easterly right-of-way line of aforesaid Duck Key Drive, said point being the point of reverse curvature and the beginning of a curve having a radius of 1096.18 feet, a central angle of 2 degrees 33 minutes 51 seconds, a tangent length of 24.53 feet, and from which a radial line bears North 58 degrees 16 minutes 54 seconds West; THENCE along said Easterly right-of-way line and the arc of said curve to the left, a distance of 49.06 feet to the Northwest corner of Lot 1 of aforesaid Block 8; THENCE North 72 degrees 29 minutes 25 seconds West along the Northerly line of said Lot 1, a distance of 86.94 feet to the Southwest corner of Lot 8, of said Block 8, THENCE South 62 degrees 10 minutes 34 seconds East along the Southerly line of said Lot 8, a distance of 80.00 feet to the Southeast Corner of said Lot 8; THENCE North 22 degrees 34 minutes 28 seconds East along the Easterly line of said Lot 8 and the Northerly extension thereof, a distance of

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150.04 feet to a point of the Northerly right-of-way line of Pebble Beach Lane (50) feet wide as laid out and in use; THENCE said Northerly right-of-way line for the following two (2) courses, North 67 degrees 25 minutes 32 seconds West, a distance of 135.16 feet to the point of curvature of a curve having a radius of 25.00 feet, a central angle of 87 degrees 27 minutes 18 seconds, a tangent length of 23.91 feet, and from which a radial line bears North 22 degrees 34 minutes 28 seconds East; THENCE along the arc of said curve to the right, a distance of 38.16 feet to a point on the aforesaid Easterly right-of-way line of Duck Key Drive, said point being the point of reverse curvature and the beginning of a curve having a radius of 1096.18 feet, a central angle of 35 degrees 20 minutes 06 seconds, a tangent length of 349.15 feet, and from which a radial line bears North 69 degrees 58 minutes 14 seconds West; THENCE along the arc of said curve to the left, a distance of 676.03 feet back to the POINT OF BEGINNING.

LESS AND EXCEPTING THEREFROM

#### LEGAL DESCRIPTION OF EXTERIOR BOUNDARY OF RECREATION AREA UNITS

A Tract of land being a part of Block 4 "Indies Island - Duck Key - Section 1 - Part 1", a subdivision as recorded in Plat Book 5, page 82, of Section 21, Township 65 South, Range 34 East, Monroe County, Florida, being more particularly described by metes and bounds as follows:

Commencing at the intersection of Duck Key Drive and Golf Course Drive, as shown on said plat, bear South 23 degrees 04 minutes 00 seconds East, along the centerline of Duck Key Drive, for a distance of 107.84 feet, to a point of curve; THENCE bear North 66 degrees 56 minutes 00 seconds East, along a radial line, for a distance of 27.50 feet to the point of curve on the Easterly Right-of-way line of said Duck Key Drive; having a radius of 1096.18 feet and a central angle of 12 degrees 18 minutes 09 seconds; THENCE along said curve, deflecting to the right, for an arc length of 235.37 feet, with a chord which bears South 16 degrees 54 minutes 55 seconds East, a distance of 234.92 feet, to the Southwest corner of an existing easement as described in Official Records Book 1077, page 0056, of said Public Records; THENCE bear North 74 degrees 52 minutes 56 seconds East, for a distance of 125.65 feet; THENCE along a curve deflecting to the right, for an arc length of 177.62 feet, having a radius of 380.23 feet, and a delta angle of 26 degrees 45 minutes 52 seconds, with a chord which bears North 88 degrees 15 minutes 52 seconds East, a distance of 176.01 feet; THENCE along a curve deflecting to the right, for an arc length of 125.48 feet, having a radius of 450.00 feet, and a delta angle of 15 degrees 58 minutes 36 seconds, with a chord which bears South 70 degrees 21 minutes 54 seconds West, a distance of 125.07 feet; THENCE bear South 62 degrees 22 minutes 36 seconds East, for a distance of 60.20 feet; THENCE along a curve deflecting to the right, for an arc length of 15.36 feet, having a radius of 10.00 feet, and a delta angle of 88 degrees 00 minutes 16 seconds, with a chord which bears South 18 degrees 22 minutes 28 seconds East, a distance of 13.89 feet; THENCE bear

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South 25 degrees 37 minutes 40 seconds West, for a distance of 72.83 feet; THENCE along a curve deflecting to the left, for an arc length of 93.10 feet, having a radius of 140.00 feet, and a delta angle of 38 degrees 06 minutes 10 seconds, with a chord which bears South 06 degrees 34 minutes 35 seconds West, a distance of 91.40 feet to the POINT OF BEGINNING, of the tract of land hereinafter described; THENCE bear North 66 degrees 56 minutes 00 seconds East, for a distance of 10.19 feet; THENCE along a curve deflecting to the left, for an arc length of 25.00 feet, having a radius of 130.00 feet and a delta angle of 11 degrees 25 minutes 02 seconds, with a chord which bears South 17 degrees 21 minutes 29 seconds East, a distance of 25.86 feet; THENCE bear South 23 degrees 04 minutes 00 seconds East, for a distance of 91.16 feet; THENCE bear South 66 degrees 56 minutes 00 seconds West, for a distance of 103.61 feet; THENCE bear North 23 degrees 04 minutes 00 seconds West, for a distance of 116.89 feet; THENCE bear North 66 degrees 56 minutes 00 seconds East, for a distance of 96.00 feet, back to the POINT OF BEGINNING.

AND LESS lands described in Warranty Deed recorded in Official Records Book 1859, Page 1751 and Deed recorded in Official Records Book 2105, Page 525.

PARCEL 3 (fee simple)

LEGAL Description: Hawk's Cay Lots 1-4, Block 1, Section 1 - Part 1 "Indies Island", Duck Key

A parcel of land situate in Section 21, Township 65 South, Range 34 East, Monroe County, Florida, being all of Lots 1 through 4, Block 1, Section 1 - Part 1, "Indies Island", Duck Key, according to the plat thereof, as recorded in Plat Book 5, Page 82 of the public records of Monroe County, Florida, the upland portions thereof being more particularly described by metes and bounds as follows:

BEGINNING at the Northeast corner of said Lot 1, Block 1, Section 1 - Part 1; THENCE South 23 degrees 04 minutes 00 seconds East along the Westerly right-of-way line of Duck Key Drive (80 feet wide) as laid out and in use, a distance of 160.00 feet to the Southeast corner of said Lot 4; THENCE South 66 degrees 57 minutes 40 seconds East along the Southerly line of said Lot 4, a distance of 85.89 feet to a point on the Mean High Water Line of Toms Harbor, said Mean High Water Line having been determined on March 29-31, April 26-28, May 2-3 and verified November 6-8 and 28-30, 1988 by survey procedures approved by the Bureau of Surveying and Mapping, State of Florida, Department of Natural Resources (now Department of Environmental Protection) under File No. 779; THENCE along said Mean High Water Line the following courses, first bearing North 56 degrees 34 minutes 41 seconds East, a distance of 25.34 feet; THENCE North 02 degrees 08 minutes 27 seconds West, a distance of 16.70 feet; THENCE North 11 degrees 58 minutes 38 seconds West, a distance of 25.48 feet; THENCE North 12 degrees 38 minutes 27 seconds West, a distance of 25.42 feet; THENCE North 00 degrees 52 minutes 16 seconds West, a distance of 27.00 feet;

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THENCE North 03 degrees 16 minutes 04 seconds West, a distance of 26.57 feet; THENCE North 15 degrees 19 minutes 19 seconds West, a distance of 25.23 feet; THENCE North 16 degrees 27 minutes 00 seconds West, a distance of 14.95 feet to a point on the Northerly line of said Lot 1; THENCE North 66 degrees 56 minutes 00 seconds East departing said Mean High Water Line and along said Northerly line of Lot 1, a distance of 21.18 feet back to the POINT OF BEGINNING.

PARCEL 4 (fee simple)

LEGAL DESCRIPTION: Hawk's City Sunset Parcel

A parcel of land situate in Section 21, Township 65 South, Range 34 East, Monroe County, Florida, being a portion of Blocks 12 and 15, Section 1 - Part 1, "Indies Island", Duck Key, according to the plat thereof, as recorded in Plat Book 5, Page 82 of the Public Records of said Monroe County, Florida, the upland portions thereof being more particularly described by metes and bounds as follows:

COMMENCING at the centerline intersection of Duck Key Drive (55 feet wide) and Greenbriar Road (50 feet wide) of said plat; THENCE bearing North 65 degrees 20 minutes 53 seconds West, a distance of 199.67 feet to a point of reverse curvature in the centerline of said Greenbriar Road; THENCE North 11 degrees 02 minutes 58 seconds West, a distance of 141.89 feet to the POINT OF BEGINNING of the parcel of land hereinafter described:

THENCE North 49 degrees 12 minutes 10 seconds East, a distance of 75.80 feet; THENCE North 29 degrees 12 minutes 45 seconds East, a distance of 59.39 feet; THENCE North 26 degrees 08 minutes 21 seconds East, a distance of 46.64 feet; THENCE North 18 degrees 06 minutes 19 seconds West, a distance of 11.31 feet; THENCE North 21 degrees 46 minutes 13 seconds East, a distance of 29.21 feet; THENCE North 09 degrees 46 minutes 35 seconds East, a distance of 63.08 feet; THENCE North 04 degrees 16 minutes 58 second East, a distance of 68.01 feet; THENCE North 54 degrees 45 minutes 37 seconds West, a distance of 74.15 feet to the Mean High Water Line of Toms Harbor, said Mean High Water Line having been determined on March 29-31, April 26-28, May 2-3 and verified November 6-8 and 28-30, 1988 by survey procedures approved by the Bureau of Surveying and Mapping, State of Florida, Department of Natural Resources (now Department of Environmental Protection) under File No. 779; THENCE along said Mean High Water Line the following courses, first bearing South 03 degrees 50 minutes 03 seconds West, a distance of 35.86 feet; THENCE South 28 degrees 14 minutes 17 seconds West, a distance of 11.49 feet; THENCE South 11 degrees 22 minutes 23 seconds West, a distance of 26.90 feet; THENCE South 22 degrees 35 minutes 49 seconds West, a distance of 31.66 feet; THENCE South 31 degrees 49 minutes 08 seconds West, a distance of 33.21 feet; THENCE South 26 degrees 43 minutes 51 seconds West, a distance of 63.11 feet; THENCE South 33 degrees 10 minutes 42 seconds West, a distance of 45.68; THENCE South 24 degrees 35 minutes 11 seconds West, a distance of

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19.00 feet; THENCE South 26 degrees 24 minutes 37 seconds West, a distance of 25.49 feet; THENCE South 39 degrees 12 minutes 24 seconds West, a distance of 30.30 feet; THENCE South 30 degrees 13 minutes 21 seconds West, a distance of 29.32 feet; THENCE South 32 degrees 13 minutes 00 seconds West, a distance of 22.09 feet; THENCE departing from said Mean High Water Line South 75 degrees 57 minutes 12 seconds East, a distance of 93.95 feet back to the POINT OF BEGINNING.

PARCEL 5

INTENTIONALLY DELETED

PARCEL 6 (fee simple)

LEGAL DESCRIPTION: Submerged Bay Bottom Parcels

Being a portion of four (4) parcels of submerged bay bottom, situate in Section 21, Township 65 South, Range 34 East, Monroe County, Florida, described in that certain Trustees of the Internal Improvement Fund of the State of Florida Deed No. 20529, Parcel No's. 4 and 5, granted November 25th, 1953, recorded in Deed Book G, page 318 of the aforesaid Public Records and in that certain Trustees of the Internal Improvement Fund of the State of Florida Corrective deed No. 22801-A (842-44), Parcel No's. 1 and 2, granted January 10th, 1968, recorded in Official Records Book 404, page 326 of the aforesaid Public Records, being more particularly described as follows:

All submerged portions of Blocks 1, 2, 11, 12, 13, 14, 15 and 16, Section 1 - Part 1 and Block 17, Section 1 - Part 2, "Indies Island", Duck Key, according to the plat thereof, as recorded in Plat Book 5, Page 82 of the Public Records of said Monroe County, Florida, and all submerged lands lying adjacent to said Blocks as being described within the aforesaid Trustees of the Internal Improvement Fund deeds.

PARCEL 7 (fee simple)

LEGAL Description: Marine Villas at Hawk's Cay Community Parcel

A parcel of land situate in Section 21, Township 65 South, Range 34 East, Monroe County, Florida, being a portion of Blocks 3 and 16, Section 1 - Part 1 and Block 17, Section 1 - Part 2, "Indies Island", Duck Key, according to the plat thereof, as recorded in Plat Book 5, Page 82 of the Public Records of said Monroe County, Florida, being more particularly described by metes and bounds as follows:

COMMENCING at the centerline intersection of Golf Course Drive (50 feet wide) and Duck Key Drive (55 feet wide) of said plat, THENCE South 23 degrees 04 minutes 00 seconds East

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along the centerline of said Duck Key Drive, a distance of 107.84 feet; THENCE North 66 degrees 56 minutes 00 seconds East, a distance of 27.50 feet to a point on the Easterly Right-of-Way line of said Duck Key Drive, said point being the beginning of a curve having a radius of 1096.18 feet, a central angle of 7 degrees 45 minutes 40 seconds, a tangent length of 74.36 feet, and from which a radial line bears South 66 degrees 56 minutes 00 seconds West; THENCE along said Easterly right-of-way line and the arc of said curve to the right, a distance of 148.48 feet to the POINT OF BEGINNING of the parcel of land hereinafter described:

THENCE North 75 degrees 47 minutes 31 seconds East departing said Easterly right-of-way line, a distance of 76.19 feet to a point on the arc of a non-tangent curve to the right, having a radius of 436.00 feet, a central angle of 25 degrees 36 minutes 04 seconds, a tangent length of 99.06 feet, and from which a radial line bears South 14 degrees 12 minutes 29 seconds East; THENCE along the arc of said curve to the right, a distance of 194.81 feet to the end of said curve; THENCE North 11 degrees 43 minutes 57 seconds East, a distance of 61.88 feet to the point of curvature of a curve having a radius of 203.00 feet, a central angle of 52 degrees 40 minutes 40 seconds, a tangent length of 100.50 feet, and from which a radial line bears South 78 degrees 16 minutes 03 seconds East; THENCE along the arc of said curve to the right, a distance of 186.64 feet to the point of tangency of said curve; THENCE North 64 degrees 24 minutes 38 seconds East, a distance of 23.87 feet to the point of curvature of a curve having a radius of 291.00 feet, a central angle of 14 degrees 37 minutes 20 seconds, a tangent length of 37.34 feet, and from which a radial line bears North 25 degrees 35 minutes 22 seconds West; THENCE along the arc of said curve to the left, a distance of 74.27 feet to the point of tangency of said curve; THENCE North 49 degrees 47 minutes 17 seconds East, a distance of 38.77 feet to the point of curvature of a curve having a radius of 153.00 feet, a central angle of 49 degrees 45 minutes 03 seconds, a tangent length of 70.94 feet, and from which a radial line bears South 40 degrees 12 minutes 43 seconds East; THENCE along the arc of said curve to the right, a distance of 132.85 feet to the point of tangency of said curve; THENCE South 80 degrees 45 minutes 03 seconds East, a distance of 46.43 feet; THENCE North 66 degrees 56 minutes 00 seconds East, a distance of 269.71 feet; THENCE South 23 degrees 04 minutes 00 seconds East, a distance of 46.71 feet; THENCE South 66 degrees 56 minutes 00 seconds West, a distance of 160.66 feet; THENCE South 53 degrees 43 minutes 31 seconds West, a distance of 25.94 feet to the point of curvature of a curve having a radius of 138.00 feet, a central angle of 18 degrees 40 minutes 54 seconds, a tangent length of 22.70 feet, and from which a radial line bears North 36 degrees 16 minutes 29 seconds West; THENCE along the arc of said curve to the right, a distance of 45.00 feet; THENCE South 46 degrees 43 minutes 39 seconds West, a distance of 58.61 feet; THENCE South 23 degrees 04 minutes 00 seconds East, a distance of 65.00 feet; THENCE South 66 degrees 56 minutes 00 seconds West a distance of 415.12 feet; THENCE South 11 degrees 43 minutes 57 seconds West, a distance of 70.00 feet; THENCE North 78 degrees 16 minutes 03 seconds West, a distance of 93.00 feet; THENCE South 72 degrees 48 minutes 36 seconds West, a distance of 217.38 feet to a point on the aforesaid Easterly Right of Way line, said point being on the arc of a non-tangent

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curve to the left, having a radius of 1096.18 feet, a central angle of 4 degrees 32 minutes 29 seconds, a tangent length of 43.47 feet from which a radial line bears South 79 degrees 14 minutes 09 seconds West; THENCE along the arc of said curve to the left, a distance of 86.89 feet back to the POINT OF BEGINNING.

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## LEGAL DESCRIPTION

Residential Unit D-219 of VILLAGE AT HAWK'S CAY according to the Declaration of Protective Covenants, Restrictions and Easements of Village at Hawk's Cay, a Waterfront Vacation Home Development, as recorded in Official Records Book 1488, Page 190 of the Public Records of Monroe County, Florida, and subsequent amendments thereto, Public Records of Monroe County, Florida.

More particularly described by metes and bounds as follows:

A parcel of land, being a part of INDIES ISLAND, DUCK KEY - SECTION 1 - PART 1, a subdivision as recorded in Plat Book 5, Page 82, in Section 21, Township 65 South, Range 34 East, Public Records of Monroe County, Florida, and being more particularly described by metes and bounds as follows:

Commencing at the centerline intersection of Duck Key Drive and Golf Course Drive, as shown on said plat, bear South 23 degrees 04 minutes 00 seconds East, along the centerline of Duck Key Drive, for a distance of 107.84 feet to a point of curve; thence bear North 66 degrees 56 minutes 00 seconds East, along a radial line for a distance of 27.50 feet to a point of curve on the Easterly right of way line of said Duck Key Drive, having a radius of 1096.18 feet and a central angle of 12 degrees 18 minutes 09 seconds; thence along said curve, deflecting to the right, for an arc length of 235.37 feet, with a chord which bears South 16 degrees 54 minutes 55 seconds East, a distance of 234.92 feet to the Southwest corner of an existing easement as described in Official Records Book 1077, Page 56, of said public records; thence bear South 50 degrees 02 minutes 00 seconds East, for a distance of 787.28 feet to a point; thence bear North 12 degrees 03 minutes 42 seconds East, for a distance of 112.59 feet to a point, said point to be know as the Point of Beginning of the parcel of land hereafter described; thence bear North 22 degrees 59 minutes 18 seconds West, for a distance of 25.06 feet to a point; thence bear North 69 degrees 54 minutes 35 seconds East, for a distance of 58.52 feet to a point; thence bear South 20 degrees 05 minutes 25 seconds East, for a distance of 25.03 feet to a point; thence bear South 69 degrees 54 minutes 35 seconds West, for a distance of 57.25 feet back to the Point of Beginning.

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**EXHIBIT B**  
to  
Special Warranty Deed

**PERMITTED ENCUMBRANCES**

This policy does not insure against loss or damage and the Company will not pay costs, attorneys' fees, or expenses that arise by reason of:

1. Intentionally Deleted.
2. Intentionally Deleted.
3. Intentionally Deleted.
4. Intentionally Deleted.
5. Intentionally Deleted.
6. Intentionally Deleted.
7. Intentionally Deleted.
8. The lien of the taxes for the year 2013 and all subsequent years, which are not yet due and payable.
9. Restrictions, dedications and easements set out on the Plat of Indies Island Duck Key Section One Part One and Two Tom's Harbour, recorded in Plat Book 5, at Page 82, affected by Resolution No. 3761186, recorded in Official Records Book 1002, Page 1874.
10. Reservation in favor of the Trustees of the Internal Improvement Fund of the State of Florida contained in Deeds recorded in Deed Book G70, Page 157; Deed Book G74, Page 378; Deed Book G74, Page 445; Official Records Book 93, at Page 430; Official Records Book 220, at Page 473 and Official Records Book 404, at Page 326, and Deed Book J-2, Page 157. The right of entry with respect to this reservation has been removed pursuant to Chapter 270.11, F.S.  
  
(Affects Parcels 1 through 7)
11. Declaration of Restrictions recorded in Official Records Book 363, at Page 1.
12. Restrictions recorded in Official Records Book 668, at Page 43 and in Official Records Book 712, at Page 638.
13. Permanent Easement to DKLS, Inc. as set out in Deed recorded in Official Records Book 802, Page 1470, as shown on that certain ALTA/ACSM Land Title Survey prepared by Mark Sturgis for Winningham & Fradley, Inc. dated June 30, 2006 as Project No. W-06013 and last revised on \_\_\_\_\_, 2013 (the "Survey").  
  
(Affects Parcel 1)
14. Preliminary Development Agreement for Hawk's Cay Resort recorded in Official Records Book 977, Page 2448.

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15. Easement to Florida Keys Aqueduct Authority recorded in Official Records Book 994, Page 669, as shown on the Survey.  
  
(Affects Parcel 2)
16. Easement to Florida Keys Electric Cooperative Association, Inc, dated October 23, 1986 in Official Records Book 994, Page 1007.
17. Easement contained in Instrument recorded in Official Records Book 1077, at Page 56, as shown on the Survey.  
  
(Affects Parcel 7, appurtenant to Parcel 2)
18. Terms, conditions, easements, restrictions, assessments and all other matters appearing in the Declaration of Master Covenants for Hawk's Cay said Declaration dated November 6, 1989, recorded in Official Records Book 1119, at Page 613, as affected by:  
  
Quit Claim Deed recorded September 24, 1997 in Official Records Book 1476, Page 2468;  
  
Amendment Withdrawing Property recorded September 24, 1997, in Official Records Book 1477, at Page 155;  
  
Supplemental Declaration dated November 11, 1997, recorded in Official Records Book 1486, at Page 242;  
  
Supplemental Declaration dated December 18, 1997, recorded in Official Records Book 1493, at Page 2497;  
  
Amendment Withdrawing Property recorded April 20, 1999, in Official Records Book 1571, at Page 1877;  
  
Amendment Withdrawing Property recorded May 24, 1999, in Official Records Book 1577, at Page 2165;  
  
Amendment Withdrawing Property recorded June 15, 1999, in Official Records Book 1581, at Page 413;  
  
Amendment Withdrawing Property recorded July 23, 1999, in Official Records Book 1588, at Page 808;  
  
Amendment Withdrawing Property recorded August 3, 1999, in Official Records Book 1589, at Page 2281;  
  
Amendment Withdrawing Property recorded September 22, 1999, in Official Records Book 1597, at Page 1232;  
  
Amendment Withdrawing Property as recorded in Official Records Book 1607, Page 1454;  
  
Amendment Withdrawing Property as recorded in Official Records Book 1614, Page 800;  
  
Amendment Withdrawing Property as recorded in Official Records Book 1632, Page 1877;

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Amendment Withdrawing Property as recorded in Official Records Book 1859, Page 1747;

Assignment of Rights in Official Records Book 1862, Page 1846;

Amendment Withdrawing Property as recorded in Official Records Book 1979, Page 691;

Assignment of Development Rights as recorded in Book 2327 at Page 315;

Amendment to Declaration of Master Covenants for Hawk's Cay as recorded in Book 2549 at Page 2241 and

Assignment and Assumption of Declarant's Rights by and between BH/NV Hawks Cay Property Holdings, LLC and CWI Keys Hotel, LLC as recorded in Book \_\_\_\_\_, Page\_\_\_\_\_.

19. Intentionally Deleted.
20. Terms, conditions, covenants, and restrictions appearing in unrecorded development order for the Hawk's Cay Development of Regional Impact as evidenced by Notice of Adoption of an amendment to Development Order for Hawk's Cay recorded October 24, 1996 in Official Records Book 1427, Page 1500 and modification recorded April 20, 1998 in Official Records Book 1510, Page 1 and Notice recorded January 31, 2000 in Official Records Book 1615, Page 1423 and Notice recorded October 17, 2001 in Official Records Book 1732, Page 214, and Notice recorded April 8, 1998 in Official Records Book 1508, Page 427 and Notice recorded September 4, 2002 in Official Records Book 1812, Page 1315 and Notice recorded September 10, 2002 in Official Records Book 1813, Page 1585 and Notice recorded in Official Records Book 1997, Page 944.
21. Easement dated April 29, 1997 in Official Records Book 1454, Page 256.  
(Affects Parcel 6)
22. Grant of Easement between Hawk's Cay Developers, Ltd. and Village at Hawk's Cay, Inc., dated September 23, 1997 recorded in Official Records Book 1476, at Page 2454
23. Agreement to Provide Amenities dated September 23, 1997, recorded in Official Records Book 1477, at Page 214, as supplemented by the following Warranty Deeds:
  - a. Warranty Deed recorded November 24, 1997, in Official Records Book 1486, at Page 220.
  - b. Warranty Deed recorded March 25, 1998, in Official Records Book 1505, at Page 1347.
  - c. Warranty Deed recorded in Official Records Book 1542, Page 2029.
  - d. Warranty Deed recorded December 15, 1998, in Official Records Book 1550, at Page 1406.
  - e. Warranty Deed recorded March 25, 1999, in Official Records Book 1567, at Page 1285.
  - f. Warranty Deed recorded April 20, 1999, in Official Records Book 1571, at Page 1860.
  - g. Warranty Deed recorded April 20, 1999, in Official Records Book 1571, at Page 1864.
  - h. Warranty Deed recorded May 24, 1999, in Official Records Book 1577, at Page 2158.

- i. Warranty Deed recorded July 23, 1999, in Official Records Book 1588, at Page 811.
  - j. Warranty Deed recorded August 3, 1999, in Official Records Book 1589, at Page 2285.
  - k. Warranty Deed recorded September 22, 1999, in Official Records Book 1597, at Page 1239.
  - l. Warranty Deed recorded in Official Records Book 1597, Page 1243.
  - m. Warranty Deed recorded in Official Records Book 1607, Page 1459.
  - n. Warranty Deed recorded in Official Records Book 1614, Page 805.
  - o. Warranty Deed recorded in Official Records Book 1615, Page 841.
  - p. Warranty Deed recorded in Official Records Book 1615, Page 845.
  - q. Warranty Deed recorded in Official Records Book 1620, Page 54.
  - r. Warranty Deed recorded in Official Records Book 1632, Page 1885.
  - s. Warranty Deed recorded in Official Records Book 1632, Page 1891.
- (Affects Parcels 7 through 9)
- t. Warranty Deed recorded in Official Records Book 1859, Page 1751.
24. Joint Use Agreement between Hawk's Cay Community Association, Inc. and Village at Hawk's Cay Property Owners Association, Inc. dated September 23, 1997, recorded in Official Records Book 1477, at Page 229 and Amendment to Joint Use Agreement dated November 11, 1997, recorded in Official Records Book 1490, at Page 19 and Amendment to Joint Use Agreement dated March 17, 1998, recorded in Official Records Book 1509, at Page 647; and Amendment to Joint Use Agreement dated March 25, 1999, recorded in Official Records Book 1571, at Page 1868; and Amendment to Joint Use Agreement dated May 14, 1999, recorded in Official Records Book 1581, at Page 400; and Amendment to Joint Use Agreement dated June 17, 1999, recorded in Official Records Book 1591, at Page 1272; and Amendment to Joint Use Agreement dated July 28, 1999, recorded in Official Records Book 1591, at Page 1998 and Agreement in Official Records Book 1610, Page 1376 and Official Records Book 1621, Page 1207 and Agreement in Official Records Book 1632, Page 1907 and Official Records Book 1614, Page 811.
25. Grant of Easement between Hawk's Cay Investors, Ltd. and Village at Hawk's Cay, Inc. dated November 11, 1997, recorded in Official Records Book 1486, at Page 225, as shown on the Survey.
- (Affects Parcel 2)
26. Drainage Easement dated November 11, 1997, recorded in Official Records Book 1486, Page 234, as shown on the Survey.
- (Affects Parcel 2)

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27. That certain Supplemental Declaration by Hawk's Cay Investors, Ltd. recorded in Official Records Book 1486, Page 242.
28. Terms, conditions, easement, restrictions and covenants and all other matters appearing in the Declaration of Protective Covenants, Restrictions and Easements of Village at Hawk's Cay, a Water Front Vacation Home Development, recorded December 10, 1997 in Official Records Book 1488, Page 190, as affected by:
- First Amendment, etc., recorded March 25, 1998 in Official Records Book 1505, Page 1352;
- Second Amendment, etc., recorded March 25, 1999 in Official Records Book 1567, Page 1257;
- Second Amendment. etc., recorded April 19, 1999 in Official Records Book 1571, Page 1143;
- Fourth Amendment, etc., recorded May 24, 1999 in Official Records Book 1577; Page 2154;
- Fifth Amendment, etc., recorded May 24, 1999 in Official Records Book 1577, Page 2171;
- Third Amendment, etc., recorded July 23, 1999 in Official Records Book 1588, Page 814;
- Sixth Amendment, etc., recorded July 23, 1999 in Official Records Book 1588, Page 819;
- Seventh Amendment, etc., recorded August 3, 1999 in Official Records Book 1589, Page 2290;
- Eight Amendment, etc., recorded September 22, 1999 in Official Records Book 1597, Page 1249;
- Tenth Amendment, etc., as recorded in Official Records Book 1607, Page 1463;
- Corrected Sixth Amendment, etc., as recorded in Official Records Book 1610, Page 1396;
- Ninth Amendment, etc., as recorded in Official Records Book 1614, Page 817;
- Eleventh Amendment, etc., as recorded in Official Records Book 1620, Page 59;
- Twelfth Amendment, etc., as recorded in Official Records Book 1632, Page 1897;
- Thirteenth Amendment, etc., as recorded Official Records Book 1672, Page 1451;
- Partial Assignment and Assumption of Declarant's Rights as recorded in Book 2278 at Page 988
- and
- Partial Assignment and Assumption of Declarant's Rights as recorded in Book \_\_\_\_ at Page \_\_\_\_.
- (Affects Parcel 16)
29. Distribution Right of Way Easement to Florida Keys Electric Cooperative Inc. recorded January 21, 1998, in Official Records Book 1494, at Page 1498, as shown on the Survey.
- (Affects Parcel 2)

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Bk# 2655 Pg# 2234

30. Grant of Easement between Hawk's Cay Investors, Ltd. and Village of Hawk's Cay, Inc. and Village of Hawk's Cay Property Owners Association, Inc., dated March 17, 1998 recorded in Official Records Book 1505, at Page 1357, as shown on the Survey.  
(Affects Parcel 2)
31. Terms, conditions and obligations appearing in Easement between Village at Hawk's Cay Inc. and Hawk's Cay Investors Ltd. recorded March 25, 1998, in Official Records Book 1505, at Page 1369.  
(Affects Parcel 3, appurtenant to Parcel 1)
32. Distribution Right of Way Easement in favor of Florida Keys Electric Cooperative Inc. recorded June 2, 1998, in Official Records Book 1518, at Page 443, as shown on the Survey.  
(Affects Parcel 1)
33. Permanent Easement as set out in deed from Wayne E. Brenner and Elaine D. Brenner to Duck Key Plaza, Inc., dated May 29, 1998, recorded in Official Records Book 1520 Page 2376, as shown on the Survey.  
(Affects Parcel 1)
34. Owners Acknowledgement of Water Restrictions recorded October 28, 1998 in Official Records Book 1542, Page 2027.
35. Distribution Right-of-Way Easement to Florida Keys Electric Cooperative, Inc, recorded March 26, 1999 in Official records Book 1567, Page 1680, as shown on the Survey.  
(Affects Parcel 7)
36. Grant of Easement to Florida Keys Aqueduct Authority dated March 25, 1999, recorded in Official Records Book 1571, at Page 654, as shown on the Survey.  
(Affects Parcel 1)
37. Terms, Conditions and Obligations in Telephone Line Easement between Village at Hawk's Cay, Inc. and Hawks Cay Investors, Ltd., dated October 1, 1999 and recorded November 3, 1999 in Official Records Book 1602, Page 1979, as affected by:  
that certain Assignment and Assumption of Telephone Line Easement as recorded on 10/18/2007 in Book 2327 at Page 335.
38. The terms, conditions and obligations of that certain Swimming Pool Access Easement filed December 31, 1999 in Official Records Book 1612, Page 463.
39. Terms, conditions and obligations created in Access Easement to Hawk's Cay Investors, Ltd. dated October 15, 2001 in Official Records Book 1732, Page 206, as affected by:  
that certain Assignment and Assumption of Access Easement as recorded on 10/18/2007 in Book 2327 at Page 341.

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40. Easement to AT&T Broadband recorded in Official Records Book 1757, Page 2419.
41. Easement to TCI Cablevision recorded in Official Records Book 1757, Page 2423.
42. Joint Use Agreement recorded February 19, 2003 in Official Records Book 1859, Page 1759.  
(Affects Parcel 2)
43. Terms, conditions and restrictions in Affordable/Employee Housing Deed Restrictions recorded July 18, 2003 in Official Records Book 1909, Page 1754.
44. Easement to Comcast of California/Colorado/Florida/Oregon, Inc. dated October 13, 2003 in Official Records Book 1946, Page 2041, as shown on the Survey.  
(Affects Parcel 1)
45. Terms, conditions and restrictions (including restrictions and requirements of South Florida Water Management) appearing in Special Warranty Deed between Village at Hawk's Cay, Inc. and Village at Hawk's Cay Property Owner's Association. Said Special Warranty Deed recorded December 30, 2003 in Official Records Book 1963, Page 1905.
46. Terms, conditions and restrictions in Affordable/Employee Housing Deed Restriction recorded February 25, 2004 in Official Records Book 1977, Page 2483.
47. Easement to Village at Hawks Cay, Inc. dated February 3, 2004, recorded in Official Records Book 1979, Page 702.  
(Affects Parcel 1)
48. Non-Exclusive Easement to Village at Hawks Cay, Inc. dated September 23, 2004 in Official Records Book 2045, Page 2107.
49. Terms, conditions and obligations in the non-exclusive access easement appearing in deed from Hawk's Cay Investors, Ltd. and Florida Keys Aqueduct Authority dated April 26, 2006 in Official Records Book 2208 Page 627, as affected by:  
  
that certain Certificate Summarizing Agreement for Transfer of Wastewater System recorded in Official Records Book 2264, Page 1132 and  
  
that certain Assignment of Utilities Easement as recorded on 10/18/2007 in Book 2327 at Page 331.  
(Affects as shown on the Survey)
50. Reuse Water Agreement between Florida Keys Aqueduct Authority and Hawk's Cay Investors, Ltd. dated April 26, 2006 in Official Records Book 2208, Page 633.
51. Waste Water Maintenance Easement between Hawk's Cay Investors, Ltd. and Florida Keys Aqueduct Authority dated February 10, 2006 recorded in Official Records Book 2208, Page 647 and amendment recorded in Official Records Book 2242, Page 1997, as shown on the Survey.  
(Affects Parcels 1, 2 and 7)

Doc# 1955338  
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52. Memorandum of Agreement as recorded on 01/17/2008 in Book 2340 at Page 2403.
53. South Florida Water Management District Environmental Resource Permit Notice as recorded on 02/19/2008 in Book 2346 at Page 53.
54. Grant of Water and Wastewater Easement as recorded on 04/07/2010 in Book 2459 at Page 1819, as shown on the Survey.  
(Affects Parcel 14)
55. Grant of Easement as recorded on 06/06/2012 in Book 2573 at Page 1352.
56. Rights of parties in possession, as transient hotel guests, without any rights of first refusal or options to purchase all or any of the land.
57. The right, title or interest, if any, of the public to use a public beach or recreation area or any part of the land described in Schedule A hereof, lying between the water abutting said land and the most inland of any of the following: (a) the natural line of vegetation; (b) the most extreme high water mark; (c) the bulkhead line; or (d) any other line which has been or which hereafter may be legally established as relating to such public use. (Affects Parcel 8)
58. Due to all or a part of the land described herein being artificially filled in land in what was formerly navigable waters, this policy is subject to the rights of the United States Government and the State of Florida arising by reason of the United States Government's control over navigable waters in the interest of navigation and commerce and the inalienable rights of the State of Florida in the lands and waters of such character. (Affects Parcel 8)
59. Riparian and/or littoral rights are not insured. (Affects Parcel 8)
60. All other Permitted Exceptions as defined in the Purchase and Sale Agreement dated as of August 16, 2013, as the same may have been amended and/or assigned, between Grantor and Grantee.

**Doc# 1955338**  
**Bk# 2655 Pg# 2237**

**MONROE COUNTY**  
**OFFICIAL RECORDS**

**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 00377380-000000  
 Account# 1460966  
 Property ID 1460966  
 Millage Group 520D  
 Location 798 DUCK KEY Dr, DUCK KEY  
 Address  
 Legal BK 2 LT 20 LESS ELY 31.46FT INDIES ISLAND SEC 1 PART 1  
 Description PB5-82 TOMS HARBOR OR363-420 OR489-360/62 OR707-798/806 OR802-1470 OR1520-2376/77 OR1614-2356 OR2275-1623/39 OR2655-2211/37  
 (Note: Not to be used on legal documents.)  
 Neighborhood 10030  
 Property Class STORE COMBO (1200)  
 Subdivision  
 Sec/Twp/Rng 16/65/34  
 Affordable No  
 Housing



**Owner**

[CWI KEYS HOTEL LLC](#)  
 C/O RYAN PROPERTY TAX SERVICES  
 600 5th Ave Fl 9  
 New York NY 10020

**Valuation**

	2022 Certified Values	2021 Certified Values	2020 Certified Values	2019 Certified Values
+ Market Improvement Value	\$1,023,184	\$1,076,337	\$1,076,337	\$1,129,489
+ Market Misc Value	\$54,685	\$54,685	\$54,685	\$54,685
+ Market Land Value	\$466,381	\$466,381	\$466,381	\$658,264
= Just Market Value	\$1,544,250	\$1,597,403	\$1,597,403	\$1,842,438
= Total Assessed Value	\$1,534,657	\$1,395,143	\$1,268,312	\$1,153,011
- School Exempt Value	\$0	\$0	\$0	\$0
= School Taxable Value	\$1,544,250	\$1,597,403	\$1,597,403	\$1,842,438

**Historical Assessments**

Year	Land Value	Building Value	Yard Item Value	Just (Market) Value	Assessed Value	Exempt Value	Taxable Value	Maximum Portability
2021	\$466,381	\$1,076,337	\$54,685	\$1,597,403	\$1,395,143	\$0	\$1,597,403	\$0
2020	\$466,381	\$1,076,337	\$54,685	\$1,597,403	\$1,268,312	\$0	\$1,597,403	\$0
2019	\$658,264	\$1,129,489	\$54,685	\$1,842,438	\$1,153,011	\$0	\$1,842,438	\$0
2018	\$437,954	\$573,301	\$36,937	\$1,048,192	\$1,048,192	\$0	\$1,048,192	\$0

The Maximum Portability is an estimate only and should not be relied upon as the actual portability amount. Contact our office to verify the actual portability amount.

**Land**

Land Use	Number of Units	Unit Type	Frontage	Depth
(1200)	19,741.00	Square Foot	0	0
Building ID	42755	Exterior Walls	C.B.S.	
Style	STILT 1 STORY	Year Built	1984	
Building Type	1 STORY STORES / 11C	EffectiveYearBuilt	2005	
Gross Sq Ft	16545	Foundation	CONCR FTR	
Finished Sq Ft	10008	Roof Type	GABLE/HIP	
Stories	10 Floor	Roof Coverage	METAL	
Condition	AVERAGE	Flooring Type		
Perimeter	1292	Heating Type		
Functional Obs	0	Bedrooms	0	
Economic Obs	0	Full Bathrooms	0	
Depreciation %	23	Half Bathrooms	0	

**Interior Walls**

Code	Description	Sketch Area	Finished Area	Grade Number of Fire Pl Perimeter	300 0
CPU	COVERED PARKING UNFIN	4,052	0	336	
FLA	FLOOR LIV AREA	10,008	10,008	698	
O UU	OP PR UNFIN UL	399	0	80	
OPF	OP PRCH FIN LL	195	0	56	
OUF	OP PRCH FIN UL	1,555	0	588	
PTO	PATIO	80	0	42	
SBU	UTIL UNFIN BLK	256	0	112	
<b>TOTAL</b>		<b>16,545</b>	<b>10,008</b>	<b>1,912</b>	

**Yard Items**

Description	Year Built	Roll Year	Size	Quantity	Units	Grade
COMPACTED FILL	1983	1984	0 x 0	1	1250	3
WALL AIR COND	1984	1985	0 x 0	1	1 UT	2
CH LINK FENCE	1983	1984	6 x 150	1	900 SF	1
RW2	1983	1984	10 x 90	1	900 SF	3
ASPHALT PAVING	1984	1985	0 x 0	1	16000 SF	2
CONC PATIO	1984	1985	0 x 0	1	560 SF	2

**Sales**

Sale Date	Sale Price	Instrument	Instrument Number	Deed Book	Deed Page	Sale Qualification	Vacant or Improved	Grantor	Grantee
10/23/2013	\$133,825,000	Warranty Deed		2655	2211	05 - Qualified	Improved		
2/16/2007	\$1	Warranty Deed		2275	1623	M - Unqualified	Improved		
1/17/2000	\$975,000	Warranty Deed		1614	2356	Q - Qualified	Improved		
5/1/1998	\$725,300	Quit Claim Deed		1520	2376	J - Unqualified	Improved		
12/1/1979	\$75,000	Conversion Code		802	1470	Q - Qualified	Improved		

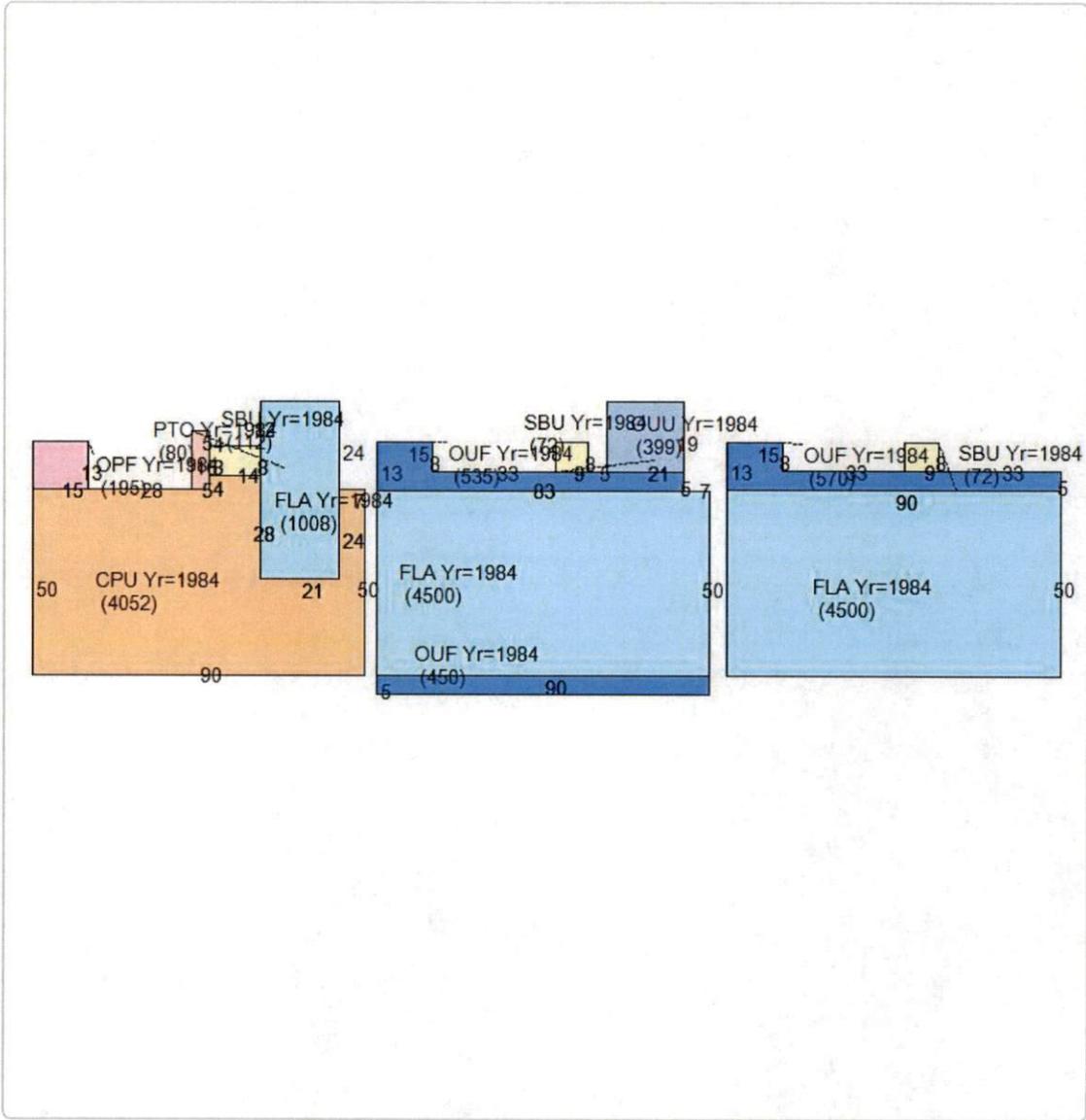
**Permits**

Number	Date Issued	Date Completed	Amount	Permit Type	Notes
14202372	7/18/2014	12/1/2016	\$279,005		REMODEL/REPAIR INTERIOR & EXTERIOR
14201354	4/25/2014	12/1/2016	\$59,500		"SHORING" ONLY - CONCRETE WORK TO BE APPLIED FOR UNDER A DIFFERENT PERMIT

**View Tax Info**

[View Taxes for this Parcel](#)

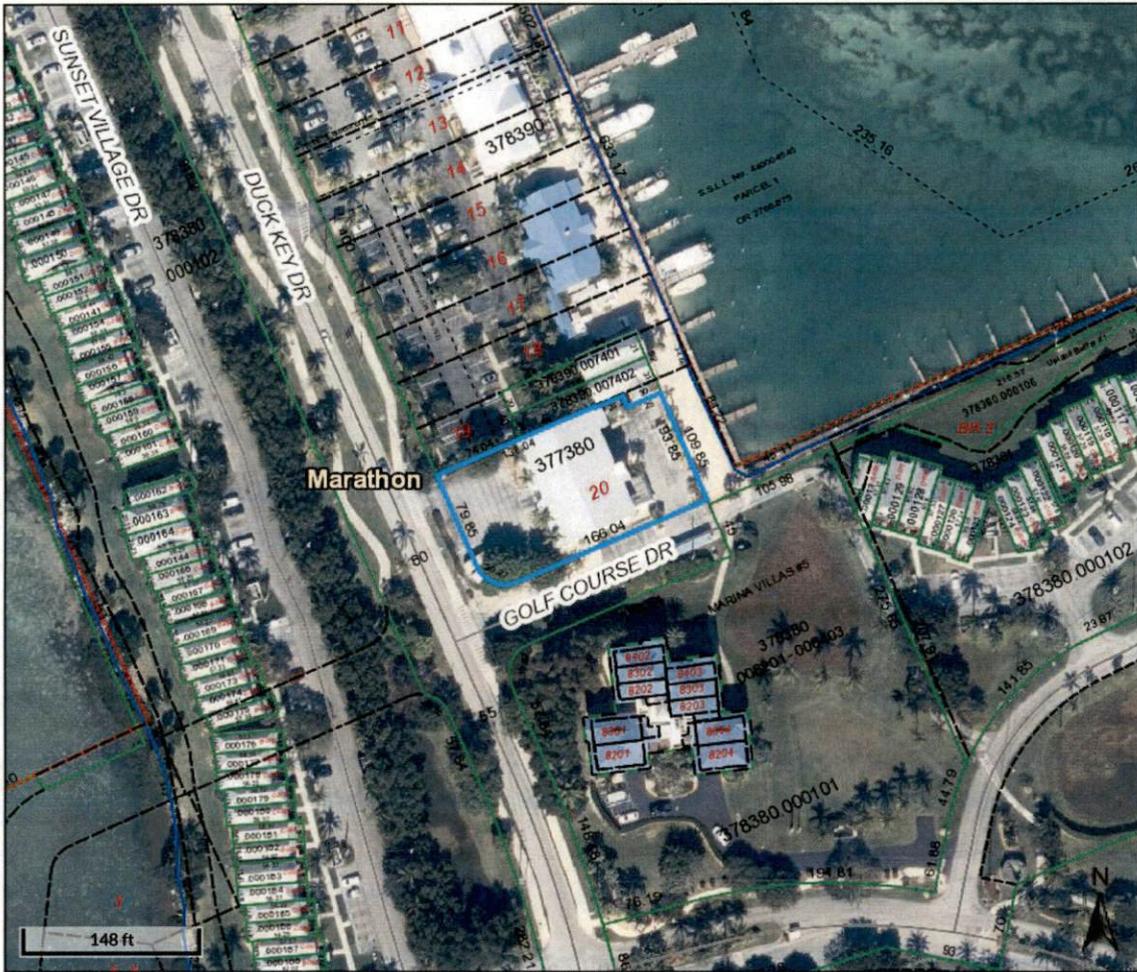
**Sketches (click to enlarge)**



Photos







Overview



Legend

- Centerline
- ... Easements
- Hooks
- Lot Lines
- Road Center
- Rights of Way
- Shoreline
- Condo Building
- Key Names
- Subdivisions
- Parcels

Parcel ID	00377380-000000	Alternate ID	1460966	Owner Address	CWI KEYS HOTEL LLC
Sec/Twp/Rng	16/65/34	Class	STORE COMBO		C/O RYAN PROPERTY TAX SERVICES
Property Address	798 DUCK KEY Dr				600 5th Ave Fl 9
	DUCK KEY				New York, NY 10020
District	520D				
Brief Tax	BK 2 LT 20 LESS ELY 31.46FT INDIES ISLAND SEC 1 PART 1 PB5-82 TOMS HARBOR OR363-420 OR489-360/62 OR707-798/806				
Description	OR802-1470 OR1520-2376/77 OR1614-2356 OR2275-1623/39 OR2655-2211/37				
	(Note: Not to be used on legal documents)				

Date created: 7/19/2022  
 Last Data Uploaded: 7/19/2022 6:58:12 AM

Developed by Schneider GEOSPATIAL

# Untitled Map

Write a description for your map.

## Legend

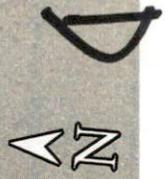
 Hawks Cay Blvd



Google Earth

© 2022 Google

5.71 ft



# Untitled Map

Write a description for your map.

## Legend

 Hawks Cay Blvd



Google Earth

© 2022 Google



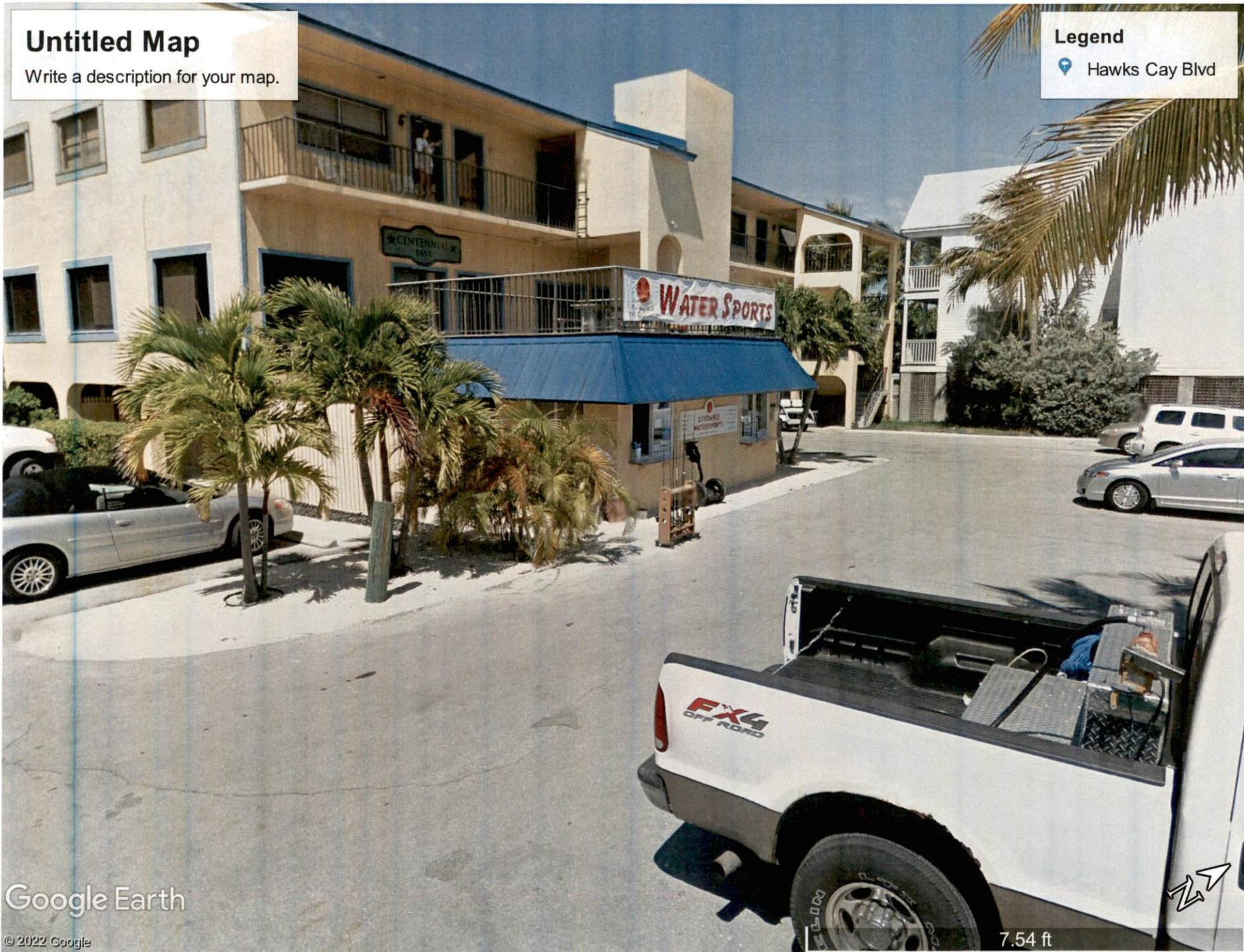
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# Untitled Map

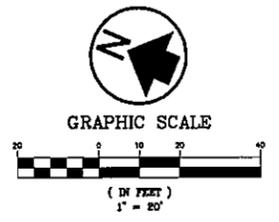
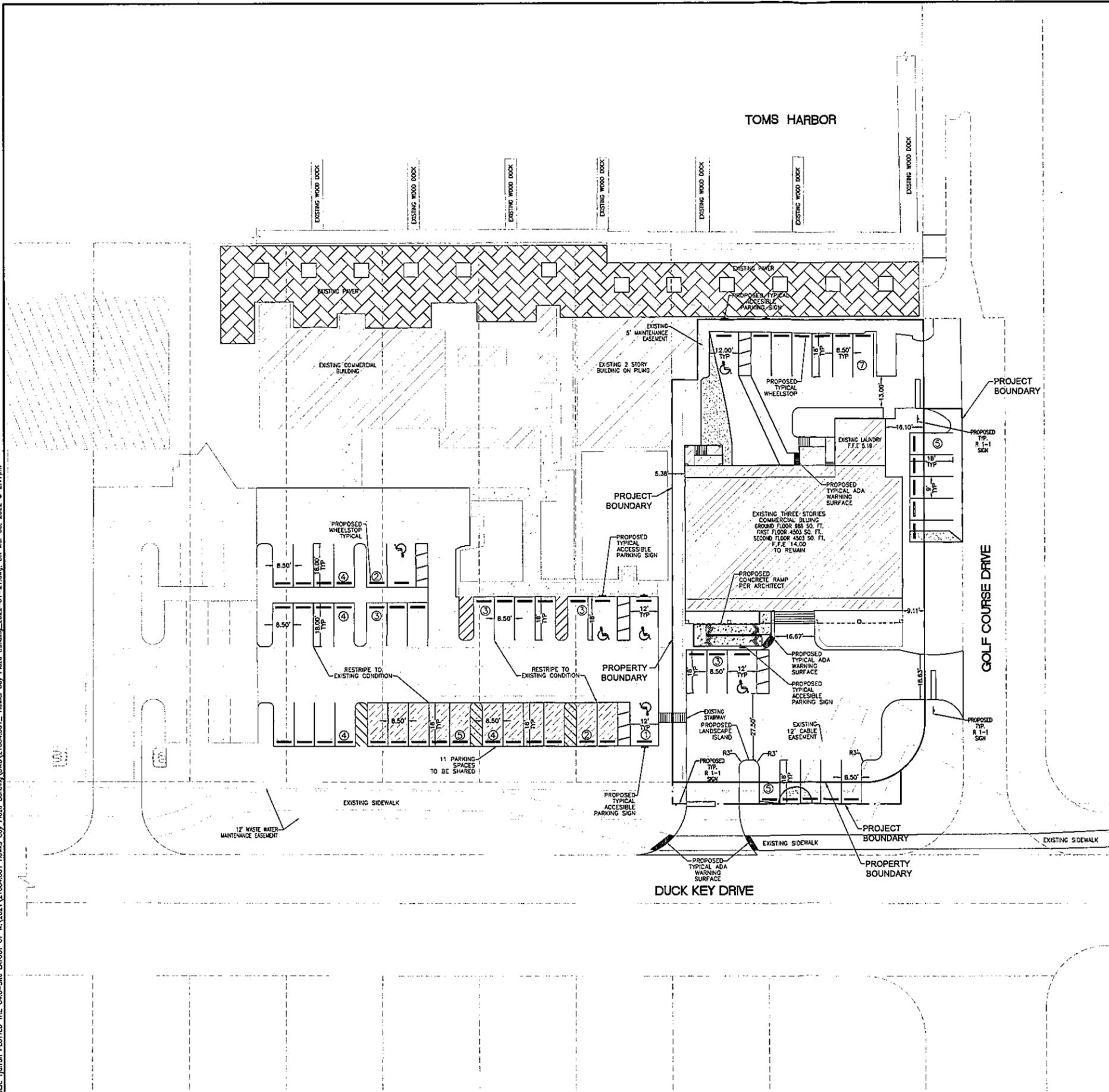
Write a description for your map.

## Legend

 Hawks Cay Blvd



USER: fjarrah PLOTTED THE CA-0-Site LAYOUT OF W:\2021\21084\001 Hawks Cay Plaza Building\_2022-01-21.dwg, ON Mar 08, 2022 @ 2:17pm



**SITE GENERAL NOTES:**

- ALL WORK SHALL BE PERFORMED IN ACCORDANCE WITH THE REQUIREMENTS OF THE MONROE COUNTY AND THE STATE OF FLORIDA.
- THERE SHALL BE NO CHANGE OR DEVIATION OF THESE PLANS OR SPECIFICATIONS UNLESS PRIOR WRITTEN APPROVAL FROM THE ENGINEER IS OBTAINED.
- THE CONTRACTOR SHALL NOTIFY THE ENGINEER IMMEDIATELY IF AND WHEN A POSSIBLE ERROR IS FOUND IN THE PLANS OR STATED ALIGNMENT AND/OR GRADES. THE ENGINEER MAY ACCEPT, REVISE, TO CORRECT CONDITIONS, OR REJECT THE FACILITY BEING CONSTRUCTED. IT IS IMPERATIVE THAT THE CONTRACTOR NOTIFY THE ENGINEER OF THESE SITUATIONS AS SOON AS POSSIBLE.
- THE CONTRACTOR SHALL CONTACT ALL UTILITY COMPANIES PRIOR TO THE BEGINNING OF ANY ON-SITE OR OFF-SITE CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE TO IDENTIFY AND REPORT THE EXACT LOCATION OF ALL EXISTING UTILITIES WITHIN THE CONSTRUCTION LIMITS, WHETHER THEY ARE INDICATED ON THE DRAWINGS OR NOT.
- CONTRACTOR SHALL INCLUDE IN THE BID THE COST OF EROSION CONTROL MEASURES AS SHOWN ON THE PLANS. EROSION AND SEDIMENT CONTROL BEST MANAGEMENT PRACTICES SHALL BE INSTALLED PRIOR TO CONSTRUCTION AND OBSERVED DURING CONSTRUCTION BY THE CONTRACTOR. THE METHODS WHICH SHOULD BE USED INCLUDE BUT ARE NOT LIMITED TO:
  - THE CONTRACTOR SHALL UTILIZE SAND BAGS AND BALES AND/OR OTHER EROSION CONTROL METHODS TO CONTROL EROSION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY SITUATION EXTERIOR THE STORM DRAINAGE SYSTEM BOTH ON-SITE AND OFF-SITE.
  - CONTRACTOR SHALL PLACE ADEQUATE TEMPORARY PROTECTION AROUND ALL INLETS TO MINIMIZE DAMAGE AND STORM DRAINAGE CLOGGING.
  - CONTRACTOR SHALL BE RESPONSIBLE FOR THE CONTROL OF DUST AT ALL TIMES DURING CONSTRUCTION BY UTILIZING WATER TRUCKS, WIND-DRY TRUCKS AND BY COVERING OPEN BODIED TRUCKS TRANSPORTING DEBRIS.
- THE CONTRACTOR SHALL USE EXTREME CARE NOT TO DAMAGE THE ROOT SYSTEMS OF TREES AND OTHER LANDSCAPE FEATURES WHICH ARE TO BE SAVED AND/OR SALVAGED FOR RESTORATION PURPOSES. NO EQUIPMENT, SUPPLIES OR MATERIALS SHALL BE STORED OR PARKED WITHIN THE DRIP LINE OF TREES TO REMAIN AND BE PRESERVED.
- GRADE SITE AS INDICATED ON THE DRAINAGE PLANS. ALL STORMWATER RUNOFF SHALL BE DIRECTED TO THE STORMWATER MANAGEMENT SYSTEM.
- THE CONTRACTOR SHALL SOO ALL DRAINAGE RETENTION AND SHALE AREAS. SOOING INCLUDES MAINTAINING SLOPES AND SOO DITCHES, IN THE COMPANY OF THE ENGINEER, GROWTH IS FINALLY ESTABLISHED.
- AS PART OF CLEARING AND GRUBBING ALL DEBRIS SHALL BE REMOVED FROM THE PROJECT SITE AND SALVAGED BY THE CONTRACTOR OR TRANSPORTED TO LEGAL DISPOSAL AREAS, AS DIRECTED BY THE OWNER.
- REFER TO LANDSCAPE DRAWINGS FOR LANDSCAPING MATERIALS, TREE PRESERVATION, PLANT SCHEDULE, IRRIGATION, AND ALL LANDSCAPE WORK.
- REFER TO ELECTRICAL DRAWINGS FOR ELECTRICAL SERVICE CONDITIONS, POWER POLE RELOCATIONS, POWER TRANSFORMER DETAILS AND LOCATIONS, CONDUIT ROUTING, AND ALL ELECTRICAL WORK.
- REFER TO ARCHITECTURAL DRAWINGS FOR BUILDING AND STRUCTURE IMPROVEMENTS, GARAGE LAYOUTS, LIFE SAFETY, PROPERTY SETBACKS, ADA COMPLIANCE, AND ALL ARCHITECTURAL WORK.
- REFER TO STRUCTURAL DRAWINGS FOR ALL STRUCTURAL WORK.
- IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO CONTACT THE APPROPRIATE JURISDICTIONAL AUTHORITY AND COMPLY WITH NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) REQUIREMENTS THROUGHOUT CONSTRUCTION.
- ALL SLOPES SHALL BE 4:1 MAXIMUM, UNLESS OTHERWISE SPECIFIED.
- ALL SPACING SHALL CONFORM TO THE CURRENT EDITION OF THE U.S.D.O.T. FEDERAL HIGHWAY ADMINISTRATION MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD).

**RIGHT-OF-WAY NOTES:**

- CONTRACTOR SHALL OBTAIN RIGHT-OF-WAY PERMIT FROM MONROE COUNTY AND/OR FOOT, PRIOR TO COMMENCING ANY WORK WITHIN THE RIGHT-OF-WAY. THE JURISDICTIONAL AUTHORITY SHALL APPROVE ALL RIGHT-OF-WAY IMPROVEMENTS (i.e. Pole size, Material type, Invert elevation, Seals grade, signs, Sign locations, etc.) PRIOR TO CONSTRUCTION, DURING THE RIGHT-OF-WAY PERMIT REVIEW PROCESS.
- ALL IMPROVEMENTS WITHIN THE RIGHT-OF-WAY SHALL CONFORM MONROE COUNTY OR FOOT REQUIREMENTS, AS APPROPRIATE.
- ALL AREAS DISTURBED BY CONSTRUCTION IN CITY, COUNTY, OR STATE RIGHT-OF-WAY SHALL BE RESEEDED AND SOOED.
- CONTRACTOR SHALL COMPLY WITH MONROE COUNTY AND/OR FOOT MAINTENANCE OF TRAFFIC (MOT) POLICY, AND (AS REQUIRED) BE PRE-APPROVED PRIOR TO ANY WORK BEING PERFORMED WITHIN THE RIGHT-OF-WAY.

**MAINTENANCE REQUIREMENTS:**

- REMOVE ANY TRASH OR DEBRIS FROM SHALES, INLET STRUCTURES, AND PIPES. SPECIAL CARE SHOULD BE TAKEN TO INSPECT THE DRAINAGE STRUCTURES ON A REGULAR BASIS TO REMOVE TRASH AND OR GRASS CLIPPINGS WHICH MAY IMPAIR PROPER SURFACE DRAINAGE.
- INSPECT ANY AREAS SUBJECT TO EROSION AND SEED OR SOO AS NECESSARY.
- ADHERE TO ALL SPECIAL MAINTENANCE INSTRUCTIONS AS PROVIDED BY THE MANUFACTURER, SUPPLIERS/MANUFACTURERS, AND MADE AVAILABLE VIA THE GENERAL CONTRACTOR UPON PROJECT COMPLETION.
- COMPLY WITH ALL MAINTENANCE, INSPECTION AND REPORTING REQUIREMENTS AS SPECIFIED IN ANY REGULATORY AGENCY PERMITS (i.e. SPWMD SURFACE WATER MANAGEMENT PERMIT).
- ALL WORK IDENTIFIED ON THESE PLANS SHALL COMPLY WITH THE CONTRACT TECHNICAL SPECIFICATIONS AND ALL APPLICABLE REGULATIONS.

**PROJECT DATA:**

PROJECT: HAWKS CAY PLAZA BUILDING  
758 DUCK KEY DR.  
DUCK KEY, FL 33550

OWNERSHIP: CMI KEYS HOTEL LLC  
150 NORTH RIVERSIDE PLAZA, SUITE 4200  
CHICAGO, IL 60608

ENGINEER: THE WELER ENGINEERING CORPORATION  
JOSHUA J. JENNINGS, P.E. NO. 90677  
201 W. MARION AVE., SUITE 1306  
PUNTA GORDA, FL 33550  
941.505.1700

SURVEYOR: XXXXXXXXXXXXXXXXXXXXXXXX  
ADDRESS  
CITY, FL XXXXXXX

SEWER UTILITY: FLORIDA KEYS AQUEDUCT AUTHORITY (FKAA)  
WATER UTILITY: FLORIDA KEYS AQUEDUCT AUTHORITY (FKAA)  
WASTE COLLECTION: WASTE MANAGEMENT

**GENERAL INFORMATION:**

DATUM: NAVD  
FLOOD ZONE: ZONE AE (EL8)  
EXISTING ZONING: OR (DESTINATION RESORT)  
FUTURE LAND USE: MC (MIX USE / COMMERCIAL)  
PARKING REQUIRED: 1 FOR 350 SF = 29 PARKING SPACES  
PARKING PROVIDED: 32 PARKING SPACES PROVIDED  
(29 STANDARD + 11 SHARED  
(29 STANDARD + 3 ACCESSIBLE))

**LEGEND:**

[Pattern]	EXISTING ASPHALT
[Pattern]	PROPOSED ASPHALT
[Pattern]	EXISTING BUILDING
[Pattern]	PROPOSED CONCRETE
[Pattern]	11 PARKING SPACES TO BE SHARED
[Pattern]	PROPERTY BOUNDARY
[Pattern]	PROJECT BOUNDARY
[Pattern]	EXISTING EASEMENT

**EXISTING IMPERVIOUS/PERVIOUS CALCULATIONS:**

ASPHALT	9,255.17 SF	0.21 AC
BUILDING	6,183.18 SF	0.14 AC
<b>TOTAL IMPERVIOUS AREA</b>	<b>15,438.35 SF</b>	<b>0.35 AC 73 %</b>
<b>TOTAL PERVIOUS AREA</b>	<b>5,847.28 SF</b>	<b>0.13 AC 27 %</b>
<b>TOTAL PROJECT AREA</b>	<b>21,085.63 SF</b>	<b>0.48 AC 100 %</b>

**PROPOSED IMPERVIOUS/PERVIOUS CALCULATIONS:**

ASPHALT	9,789.89 SF	0.22 AC
BUILDING	6,183.18 SF	0.14 AC
CONCRETE	304.41 SF	0.01 AC
<b>TOTAL IMPERVIOUS AREA</b>	<b>16,277.48 SF</b>	<b>0.37 AC 77 %</b>
<b>TOTAL PERVIOUS AREA</b>	<b>4,808.15 SF</b>	<b>0.11 AC 23 %</b>
<b>TOTAL PROJECT AREA</b>	<b>21,085.63 SF</b>	<b>0.48 AC 100 %</b>

Design:	JJU	RJD
Drawn:	JJU	JJU
Scale:	1" = 20'	
Job No.:	21084-001	Checked:
Date Issued:		

**WELER ENGINEERING CORPORATION**  
  
**WELER** Excellence in engineering  
 201 W. MARION AVE., SUITE 1306  
 PUNTA GORDA, FLORIDA 33550  
 941.505.1700  
 EB #8958

**SITE PLAN FOR HAWKS CAY PLAZA BUILDING**

Revisions	Description

Joshua J. Jennings,  
Professional Engineer,  
State of Florida,  
License No. 90677  
This item has been  
digitally signed and sealed by  
Joshua J. Jennings, P.E.  
on the date indicated here,  
03-08-2022  
Printed copies of this document are  
not considered signed and sealed  
and the signature must be verified  
on any electronic copies.

Joshua J. Jennings  
Professional Engineer  
State of Florida  
Registration No. 90677

Sheet No. **C-40**



151 PROPERTIES LLC  
3242 S 650 W  
Bloomington, IN 46176

2011 MARINA VILLA LLC  
1414 Algardi Ave  
Miami, FL 33146

300 MARINA INVESTMENTS LLC  
13901 Lake Claire Ct  
Miami Lakes, FL 33014

5007 SUNSET VILLAGE LLC  
2812 NW St Lucie Ln  
Stuart, FL 34994

5008 SUNSET VILLAGE DR LLC  
PO Box 2764  
Jupiter, FL 33468

5028 HAWKS CAY LLC  
7302 SW 102nd St  
Miami, FL 33156

5028 HAWKS CAY  
7302 SW 102nd St  
Pinecrest, FL 33156

5055 SUNSET VILLAGE LLC  
1090 Jupiter Park Dr  
Ste 200  
Jupiter, FL 33458

552 COURT LLC  
21 Pompey Ave  
Staten Island, NY 10312

6001 MARINA VILLA REALTY LLC  
524 Via Almar  
Palos Verdes Estates, CA 90274

727 INVESTMENTS LLC  
840 N 100th St  
Lincoln, NE 68527

ANGEL DIANE M  
2845 NE 9th St  
Apt 905  
Fort Lauderdale, FL 33304

ANIUNAS KEVIN  
6243 NW 110th Ave  
Parkland, FL 33076

ARDOLINO TAMA A  
2801 Glenwood Gardens Ln  
Unit 207  
Raleigh, NC 27608

ARENS DANIEL J  
4 Weldon Rd  
Commack, NY 11725

B R D KEYS HOLDING LLC  
365 Wyandanch Ave  
West Babylon, NY 11704

BEAL KEYS LLC  
1516 Topping Rd  
Saint Louis, MO 63131

BEHRENS DEIRDRE  
513 River Crane St  
Bradenton, FL 34212

BENT CAY LLC  
PO Box 66  
Martinsville, TX 75958

BETKOWSKI JEAN  
629 Stony Brook Rd  
Brewster, MA 02631

BIRMELE EDWARD C AND JOAN A FAM  
1071 Edinburgh Cv  
London, OH 43140

BISHOP CATHERINE M H/W  
70 Tingler Ln  
Marathon, FL 33050

BLUM BRIAN  
184 Highfield Ln  
Nutley, NJ 07110

CAMBLOL-CUTSAIMANIS MARCELA  
12 Ridgeview Rd S  
Sewalls Point, FL 34996

CAPUTO MARIA C  
21 Gilmore Dr  
Stony Point, NY 10980

CARAHAWK REALTY LLC  
489 Barnsboro Rd  
Sewell, NJ 08080

CARTER COTTAGE LLC  
1536 SE 12th St  
Deerfield Beach, FL 33441

CHERLO LLC  
4410 Crestone Cir  
Broomfield, CO 80023

CHERKOV EUGENE 2021 REVOCABLE L  
5509 Antilles Dr  
Sarasota, FL 34231

CHUNG BONG KIL AND SHIN OK REVOCABLE  
C/O BONG KIL CHUNG & SHIN OK CHUI  
7002 SW 53RD Ln  
Miami, FL 33155

CIFERRI GATEWAYS LLC  
4249 SW High Meadows Ave  
City, FL 34990

CLAM 5059 LLC  
4042 SW Saint Lucie Ln  
Palm City, FL 34990

CONWAY RICHARD  
1361 Overseas Hwy  
F33  
Marathon, FL 33050

COX JEFFREY A  
17400 Troyer Rd  
Monkton, MD 21111

CRACKER 8402 LLC  
681 Chick Cove Dr  
Hardyville, VA 23070

CRAWFORD JOHN E  
8302 Marina Villas Dr  
Duck Key, FL 33050

CROWDER JASON M  
3746 Riata  
Cheyenne, WY 82007

CULLEN MARTA  
10970 Haydn Dr  
Boca Raton, FL 33498

CWI KEYS HOTEL LLC  
C/O RYAN PROPERTY TAX SERVICES  
600 5th Ave Fl 9  
New York, NY 10020

DANIELSON ANGELA M  
2301 Rockwood Ave  
Baldwin, NY 11510

DIAZ MANUEL  
4010 SW 152nd Pl  
Miami, FL 33185

DOBBINS BRUCE E AND LEE A 2020 TR  
581 Scenic Rd  
Unit 8  
Laconia, NH 03246

DUCK KEY OF ORMOND BEACH LLC  
108 Riverside Dr  
Ormond Beach, FL 32176

DURAN RAMON J  
6353 Bird Rd  
Miami, FL 33155

EBEL III WILLIAM K  
20 King Arthur Way  
Hudson, NY 12534

ESQUIVIA GINA  
759 SW Anaheim Ln  
Palm City, FL 34990

FICO DENNIS R  
341 Town Line Rd  
East Northport, NY 11731

FLEMING KIMBERLY H  
88 Wheelhouse Way  
Bluffton, SC 29910

FLORIDA KEYS PROPERTY VENTURES  
200 Knuth Rd  
Ste 100  
Boynton Beach, FL 33436

FRIEDRICH THEODORE  
NORDERSTRABE 19  
LINDEWITT, OT SILLERUP 24969 DE

GILBY JENNIFER  
751 34th Ave NE  
Saint Petersburg, FL 33704

GIRON ANGELA M  
55 Samana Dr  
Miami, FL 33133

GREEN CHRISTOPHER  
2471 NE 46th St  
Lighthouse Point, FL 33064

HAWKS CAY 5039 LLC  
1200 Brickell Ave  
Ste 1480  
Miami, FL 33131

HAWK'S CAY COMMUNITY ASSOCIATIO  
61 HAWKS CAY Blvd  
Marathon, FL 33050

HAWKS CAY HOLDINGS LLC  
PO Box 296  
Palm Harbor, FL 34682

HECKER MARATHON PROPERTIES LLC  
2340 NE 35th St  
Lighthouse Point, FL 33064

E ALAN  
7499 Oakboro Dr  
Lake Worth, FL 33467

HOUTMAN DANIEL J REVOCABLE TRUS  
17655 N 3998 Dr  
Bartlesville, OK 74006

JACOBI CARSTEN  
1151 Stillwater Dr  
Miami Beach, FL 33141

JCBV PROPERTIES LLC  
2544 Alanna Ln  
Dunwoody, FL 32934

JJK AND RCK PROPERTIES LLC  
PO Box 48  
Butte des Morts, WI 54927

JOHNSON WAYNE K  
1609 Fairway Ln  
Royse City, TX 75189

LISTER STEPHEN  
18775 SE River Ridge Rd  
Jupiter, FL 33469

LNP REAL ESTATE LLC  
20980 SW 246th St  
Homestead, FL 33031

LODER DAVID SCOTT  
182 Lismore Ln  
Jupiter, FL 33458

LUCEY DOUGLAS M REV LIVING TRUST  
8722 Cuttermill Pl  
Springfield, VA 22153

MACDONALD CHRISTOPHER D  
14 Morgan Dr  
Danvers, MA 01923

MACK EDWARD P IV FAMILY TR DTD 2-  
23036 Pilcher Rd  
Plainfield, IL 60544

MAGLIO TIMOTHY  
492 W Shore Trl  
Sparta, NJ 07871

MARKO ARIADNE  
620 SW 26th Rd  
Miami, FL 33129

MARTS NORMAN VINCENT  
5974 Kemerer Hollow Rd  
Export, PA 15632

MCCALLISTER AARON C  
3667 Blue Lick Rd  
Winfield, WV 25213

MCMULLEN JR JOSEPH L  
9555 N County Road 800 E  
Brownsburg, IN 46112

MCPHILLIPS DAVID C FAMILY TRUST 10  
C/O DAVID & KATHRYN MCPHILLIPS TR  
4907 BAYSHORE BLVD UNIT 116  
Tampa, FL 33611

MIRANDA ANNETTE PATRICIA  
2012 MARINA VILLA Dr  
Duck Key, FL 33050

NADA-CALEY PAMELA A REV LIV TRUS  
PO Box 522442  
Marathon Shores, FL 33052

NOBLE III KENNETH RAY  
19139 Two River Ln  
Boca Raton, FL 33498

NORTON JOHN C  
30955 Walden Dr  
Westlake, OH 44145

NOVAK ANDREW  
112 Garboski Rd  
Stockton, NJ 08559

NTL VENTURES LLC  
5821 Harbour Cir  
Cape Coral, FL 33914

OFFICE JEREMY  
3933 Lone Pine Rd  
Delray Beach, FL 33445

ORR JO ANN  
143 N Bahama Dr  
Marathon, FL 33050

ORTIZ EMI ITO  
3154 Peachy St  
Miami, FL 33133

PACHTER CIRA  
5323 SW 34th Way  
Fort Lauderdale, FL 33312

PALENZUELA MADELIN  
15241 SW 148th Ave  
Miami, FL 33187

PALM CAY LLC  
PO Box 296  
Palm Harbor, FL 34682

PANCIROLI ANNE REVOCABLE TRUST  
8 Pondview  
Saint James, NY 11780

PANCIROLI RHONDA L IRREVOCABLE T  
234 Kohr Rd  
Kings Park, NY 11754

PIECUCH JOSEPH F  
8 Oakland Ter  
Simsbury, CT 06070

PROSCIA VITO C  
1331 SE 14th Ct  
field Beach, FL 33441

QUERESHI HAMMAD  
11909 Kings Bridge Way  
Rockville, MD 20852

RACIOPPI SUSAN  
1747 Mill Creek Rd  
Manahawkin, NJ 08050

RAUEN JON RANDY  
8318 Cottonwood Ln N  
Maple Grove, MN 55369

RIVERS E VAUGHN  
3977 Doctors Lake Dr  
Orange Park, FL 32065

ROBERTS BETH  
22576 Blue Fin Trl  
Boca Raton, FL 33428

RODRIGUEZ ADRIAN  
6007 MARINA VILLA Dr  
Marathon, FL 33050

RODRIGUEZ JOSE M  
13901 Lake Claire Ct  
Miami Lakes, FL 33014

ROEPER DANIEL L  
107 Hayes St  
Garden City, NY 11530

ROMANO DEBRA  
2610 SW Gallery Cir  
Palm City, FL 34990

ROMANO DONALD G  
1101 Ocean Forest Ln  
Seabrook Island, SC 29455

ROMEYN DONNA ANN  
185 A RR 4  
Galveston, TX 77554

ROY KAREN S  
3417 NE 30th Ave  
Lighthouse Point, FL 33064

RUDOW DAVID MICHAEL REVOCABLE T  
2208 Ocean Point Dr  
Wilmington, NC 28405

RUFIN RICARDO  
55 Merrick Way  
Apt 714  
Coral Gables, FL 33134

SCHIRRIPA DONNA  
215 NW Flagler Ave  
Apt 206  
Stuart, FL 34994

SEALING ALICE C  
PO Box 2002  
Queenstown, MD 21658

SESSA MARC  
305 SE 7th St  
Dania, FL 33004

SHEPHERD MARTIN L  
14025 Dunton Rd  
Fort Wayne, IN 46845

SMITH RANDY  
15825 Sorawater Dr  
Lithia, FL 33547

SOOK RANDALL J TRUST AGR 7/13/201  
704 W Shady Hill St  
Sioux Falls, SD 57108

SOOK RANDALL J TRUST AGREE 7/13/2  
704 W Shady Hill St  
Sioux Falls, SD 57108

SPEICHER KENNETH EUGENE REV DE  
372 Whittlesey Dr  
Tallmadge, OH 44278

STAFFORD III EDMUND D  
15640 SW 77th Ave  
Palmetto Bay, FL 33157

STANTON DEBORAH A FAMILY REV LIVI  
60 Four Winds Dr  
Clear Lake, IA 50428

STEVENSON EDWARD K  
1436 Pine Island Ct  
Punta Gorda, FL 33950

TIFFANY JEFFREY S  
904 Evergreen Dr  
North Palm Beach, FL 33408

Y TURTLE VACATIONS LLC  
1924 Vista Lakes Dr  
Fleming Island, FL 32003

TOWNSEND RICHARD  
840 Coventry St  
Boca Raton, FL 33487

TRAILOR ANDREW T  
6400 SW 94th St  
Miami, FL 33156

VILLAGE AT HAWK'S CAY PROPERTY O'  
800 Duck Key Dr  
thon, FL 33050

WAHOO PROPERTIES LLC  
5007 NW 24th Cir  
Boca Raton, FL 33431

WATKINS TERRY L LIVING TR 07/31/98  
1619 Sarazen Dr  
Chesterton, IN 46304

WISTING ADRIAN M  
21 Roark Rd  
Huntsville, TX 77320

ParcelId	OwnerName	OwnerAddress1	OwnerAddress2	OwnerAddress3	OwnerCityStZip	Country
00378380-008304	151 PROPERTIES LLC	3242 S 650 W			Shelbyville, IN 46176	
00378381-000111	2011 MARINA VILLA LLC	1414 Algardi Ave			Miami, FL 33146	
00377270-000112	300 MARINA INVESTMENTS LLC	13901 Lake Claire Ct			Miami Lakes, FL 33014	
00378381-000135	5007 SUNSET VILLAGE LLC	2812 NW St Lucie Ln			Stuart, FL 34994	
00378381-000138	5008 SUNSET VILLAGE DR LLC	PO Box 2764			Jupiter, FL 33468	
00378381-000159	5028 HAWKS CAY	7302 SW 102nd St			Pincrest, FL 33156	
00378381-000160	5028 HAWKS CAY LLC	7302 SW 102nd St			Miami, FL 33156	
00378381-000188	5055 SUNSET VILLAGE LLC	1090 Jupiter Park Dr	Ste 200		Jupiter, FL 33458	
00377270-000110	552 COURT LLC	21 Pompey Ave			Staten Island, NY 10312	
00378381-000115	6001 MARINA VILLA REALTY LLC	524 Via Almar			Palos Verdes Estates, CA 90274	
00378381-000200	727 INVESTMENTS LLC	840 N 100th St			Lincoln, NE 68527	
00378380-008301	ANGEL DIANE M	2845 NE 9th St	Apt 905		Fort Lauderdale, FL 33304	
00378381-000113	ANIUNAS KEVIN	6243 NW 110th Ave			Parkland, FL 33076	
00378381-000147	ARDOLINO TAMA A	2801 Glenwood Gardens Ln	Unit 207		Raleigh, NC 27608	
00378381-000185	ARENS DANIEL J	4 Weldon Rd			Commack, NY 11725	
00378380-004303	B R D KEYS HOLDING LLC	365 Wyandanch Ave			West Babylon, NY 11704	
00378380-004302	BEAL KEYS LLC	1516 Topping Rd			Saint Louis, MO 63131	
00378380-004403	BEHRENS DEIRDRE	513 River Crane St			Bradenton, FL 34212	
00378381-000198	BENT CAY LLC	PO Box 66			Martinsville, TX 75958	
00378381-000191	BETKOWSKI JEAN	629 Stony Brook Rd			Brewster, MA 02631	
00378380-008202	BIRMELE EDWARD C AND JOAN A FAMILY REVOCABLE TRUST 09/	1071 Edinburgh Cv			London, OH 43140	
00377270-000108	BISHOP CATHERINE M H/W	70 Tingler Ln			Marathon, FL 33050	
00378381-000124	BLUM BRIAN	184 Highfield Ln			Nutley, NJ 07110	
00378381-000149	CAMBLOR-CUTSAIMANIS MARCELA	12 Ridgeview Rd S			Sewalls Point, FL 34996	
00378381-000148	CAPUTO MARIA C	21 Gilmore Dr			Stony Point, NY 10980	
00378381-000184	CARAHAWK REALTY LLC	489 Barnsboro Rd			Sewell, NJ 08080	
00378381-000164	CARTER COTTAGE LLC	1536 SE 12th St			Deerfield Beach, FL 33441	
00378381-000141	CASLO LLC	4410 Crestone Cir			Broomfield, CO 80023	
00377270-000103	CHERKOV EUGENE 2021 REVOCABLE LIVING TRUST 01/25/2022	5509 Antilles Dr			Sarasota, FL 34231	
00378381-000199	CHUNG BONG KIL AND SHIN OK REVOCABLE LIVING TRUST	C/O BONG KIL CHUNG & SHIN OK CHUNG TRUSTEES	7002 SW 53RD Ln		Miami, FL 33155	
00378381-000133	CIFERRI GATEWAYS LLC	4249 SW High Meadows Ave			Palm City, FL 34990	
00378381-000192	CLAM 5059 LLC	4042 SW Saint Lucie Ln			Palm City, FL 34990	
00377270-000113	CONWAY RICHARD	1361 Overseas Hwy	F33		Marathon, FL 33050	
00378381-000196	COX JEFFREY A	17400 Troyer Rd			Monkton, MD 21111	
00378380-008402	CRACKER 8402 LLC	681 Chick Cove Dr			Hardyville, VA 23070	
00378380-008302	CRAWFORD JOHN E	8302 Marina Villas Dr			Duck Key, FL 33050	
00378380-004304	CROWDER JASON M	3746 Riata			Cheyenne, WY 82007	
00378381-000144	CULLEN MARTA	10970 Haydn Dr			Boca Raton, FL 33498	
00377380-000000	CWI KEYS HOTEL LLC	C/O RYAN PROPERTY TAX SERVICES	600 5th Ave Fl 9		New York, NY 10020	
00378381-000194	DANIELSON ANGELA M	2301 Rockwood Ave			Baldwin, NY 11510	
00378381-000155	DIAZ MANUEL	4010 SW 152nd Pl			Miami, FL 33185	
00378380-008201	DOBBINS BRUCE E AND LEE A 2020 TRUST NEW HAMPSHIRE REV	581 Scenic Rd	Unit 8		Laconia, NH 03246	
00378381-000161	DUCK KEY OF ORMOND BEACH LLC	108 Riverside Dr			Ormond Beach, FL 32176	
00378381-000173	DURAN RAMON J	6353 Bird Rd			Miami, FL 33155	
00378381-000205	EBEL III WILLIAM K	20 King Arthur Way			Hudson, NY 12534	
00378381-000132	ESQUIVIA GINA	759 SW Anaheim Ln			Palm City, FL 34990	
00378381-000183	FICO DENNIS R	341 Town Line Rd			East Northport, NY 11731	
00378381-000125	FLEMING KIMBERLY H	88 Wheelhouse Way			Bluffton, SC 29910	
00378381-000193	FLORIDA KEYS PROPERTY VENTURES LLC	200 Knuth Rd	Ste 100		Boynton Beach, FL 33436	
00378380-008204	FRIEDRICH THEODORE	NORDERSTRABE 19			LINDEWITT, OT SILLERUP 24969 DE	
00378380-008203	GILBY JENNIFER	751 34th Ave NE			Saint Petersburg, FL 33704	
00378381-000201	GIRON ANGELA M	55 Samana Dr			Miami, FL 33133	
00378381-000123	GREEN CHRISTOPHER	2471 NE 46th St			Lighthouse Point, FL 33064	
00378381-000171	HAWKS CAY 5039 LLC	1200 Brickell Ave	Ste 1480		Miami, FL 33131	
00378380-000101	HAWK'S CAY COMMUNITY ASSOCIATION INC	61 HAWKS CAY Blvd			Marathon, FL 33050	

00378381-000158	HAWKS CAY HOLDINGS LLC	PO Box 296		Palm Harbor, FL 34682
00378381-000145	HECKER MARATHON PROPERTIES LLC	2340 NE 35th St		Lighthouse Point, FL 33064
00378381-000151	HEIDE ALAN	7499 Oakboro Dr		Lake Worth, FL 33467
00378381-000139	HOUTMAN DANIEL J REVOCABLE TRUST 6/14/2012	17655 N 3998 Dr		Bartlesville, OK 74006
00378381-000189	JACOBI CARSTEN	1151 Stillwater Dr		Miami Beach, FL 33141
00378381-000180	JCBV PROPERTIES LLC	2544 Alanna Ln		Melbourne, FL 32934
00378380-004202	JJK AND RCK PROPERTIES LLC	PO Box 48		Butte des Morts, WI 54927
00378381-000120	JOHNSON WAYNE K	1609 Fairway Ln		Royse City, TX 75189
00378381-000179	LISTER STEPHEN	18775 SE River Ridge Rd		Jupiter, FL 33469
00378381-000197	LNP REAL ESTATE LLC	20980 SW 246th St		Homestead, FL 33031
00378381-000178	LODER DAVID SCOTT	182 Lismore Ln		Jupiter, FL 33458
00378381-000182	LUCEY DOUGLAS M REV LIVING TRUST 10/09/2018	8722 Cuttermill Pl		Springfield, VA 22153
00378381-000130	MACDONALD CHRISTOPHER D	14 Morgan Dr		Danvers, MA 01923
00378380-004201	MACK EDWARD P IV FAMILY TR DTD 2-1-93	23036 Pilcher Rd		Plainfield, IL 60544
00378381-000186	MAGLIO TIMOTHY	492 W Shore Trl		Sparta, NJ 07871
00378381-000127	MARKO ARIADNE	620 SW 26th Rd		Miami, FL 33129
00377270-000102	MARTS NORMAN VINCENT	5974 Kemerer Hollow Rd		Export, PA 15632
00378381-000118	MCCALLISTER AARON C	3667 Blue Lick Rd		Winfield, WV 25213
00378380-004402	MCMULLEN JR JOSEPH L	9555 N County Road 800 E		Brownsburg, IN 46112
00378381-000129	MCPHILLIPS DAVID C FAMILY TRUST 10/03/2005	C/O DAVID & KATHRYN MCPHILLIPS TRUSTEES	4907 BAYSHORE BLVD UNIT 116	Tampa, FL 33611
00378381-000112	MIRANDA ANNETTE PATRICIA	2012 MARINA VILLA Dr		Duck Key, FL 33050
00378380-008303	NADA-CALEY PAMELA A REV LIV TRUST 3/26/03	PO Box 522442		Marathon Shores, FL 33052
00378381-000181	NOBLE III KENNETH RAY	19139 Two River Ln		Boca Raton, FL 33498
00378381-000174	NORTON JOHN C	30955 Walden Dr		Westlake, OH 44145
00378381-000146	NOVAK ANDREW	112 Garboski Rd		Stockton, NJ 08559
00378380-004204	NTL VENTURES LLC	5821 Harbour Cir		Cape Coral, FL 33914
00378381-000128	OFFICE JEREMY	3933 Lone Pine Rd		Delray Beach, FL 33445
00378381-000156	ORR JO ANN	143 N Bahama Dr		Marathon, FL 33050
00378381-000137	ORTIZ EMI ITO	3154 Peachy St		Miami, FL 33133
00377270-000107	PACHTER CIRA	5323 SW 34th Way		Fort Lauderdale, FL 33312
00378381-000143	PALENZUELA MADELIN	15241 SW 148th Ave		Miami, FL 33187
00378381-000157	PALM CAY LLC	PO Box 296		Palm Harbor, FL 34682
00378381-000114	PANCIROLI ANNE REVOCABLE TRUST	8 Pondview		Saint James, NY 11780
00378381-000119	PANCIROLI RHONDA L IRREVOCABLE TRUST	234 Kohr Rd		Kings Park, NY 11754
00378381-000167	PIECUCH JOSEPH F	8 Oakland Ter		Simsbury, CT 06070
00378381-000175	PROSCIA VITO C	1331 SE 14th Ct		Deerfield Beach, FL 33441
00378381-000162	QUERESHI HAMDAD	11909 Kings Bridge Way		Rockville, MD 20852
00377270-000106	RACIOPPI SUSAN	1747 Mill Creek Rd		Manahawkin, NJ 08050
00378381-000136	RAUEN JON RANDY	8318 Cottonwood Ln N		Maple Grove, MN 55369
00378380-004301	RIVERS E VAUGHN	3977 Doctors Lake Dr		Orange Park, FL 32065
00377270-000104	ROBERTS BETH	22576 Blue Fin Trl		Boca Raton, FL 33428
00378381-000121	RODRIGUEZ ADRIAN	6007 MARINA VILLA Dr		Marathon, FL 33050
00377270-000111	RODRIGUEZ JOSE M	13901 Lake Claire Ct		Miami Lakes, FL 33014
00378380-004404	ROEPER DANIEL L	107 Hayes St		Garden City, NY 11530
00378381-000187	ROMANO DEBRA	2610 SW Gallery Cir		Palm City, FL 34990
00378380-004203	ROMANO DONALD G	1101 Ocean Forest Ln		Seabrook Island, SC 29455
00378381-000177	ROMEYN DONNA ANN	185 A RR 4		Galveston, TX 77554
00378381-000170	ROY KAREN S	3417 NE 30th Ave		Lighthouse Point, FL 33064
00378381-000142	RUDOW DAVID MICHAEL REVOCABLE TRUST AGR 5/25/2012	2208 Ocean Point Dr		Wilmington, NC 28405
00378381-000168	RUFIN RICARDO	55 Merrick Way	Apt 714	Coral Gables, FL 33134
00378381-000166	SCHIRIPA DONNA	215 NW Flagler Ave	Apt 206	Stuart, FL 34994
00378380-008403	SEALING ALICE C	PO Box 2002		Queenstown, MD 21658
00378381-000140	SESSA MARC	305 SE 7th St		Dania, FL 33004
00378381-000122	SHEPHERD MARTIN L	14025 Dunton Rd		Fort Wayne, IN 46845
00378381-000154	SMITH RANDY	15825 Sorawater Dr		Lithia, FL 33547
00378381-000116	SOOK RANDALL J TRUST AGR 7/13/2012	704 W Shady Hill St		Sioux Falls, SD 57108

00378381-000117 SOOK RANDALL J TRUST AGREE 7/13/2012  
00377270-000109 SPEICHER KENNETH EUGENE REV DEC TR 2/24/1989  
00378381-000176 STAFFORD III EDMUND D  
00378381-000131 STANTON DEBORAH A FAMILY REV LIVING TRUST 11/1/12  
00378381-000204 STEVENSON EDWARD K  
00378381-000195 TIFFANY JEFFREY S  
00378381-000202 TIPSY TURTLE VACATIONS LLC  
00378381-000150 TOWNSEND RICHARD  
00378381-000126 TRAILOR ANDREW T  
00378380-000102 VILLAGE AT HAWK'S CAY PROPERTY OWNERS ASSOC INC  
00378390-007401 WAHOO PROPERTIES LLC  
00378381-000134 WATKINS TERRY L LIVING TR 07/31/98  
00378381-000169 WISTING ADRIAN M

704 W Shady Hill St  
372 Whittlesey Dr  
15640 SW 77th Ave  
60 Four Winds Dr  
1436 Pine Island Ct  
904 Evergreen Dr  
1924 Vista Lakes Dr  
840 Coventry St  
6400 SW 94th St  
800 Duck Key Dr  
5007 NW 24th Cir  
1619 Sarazen Dr  
21 Roark Rd

Sioux Falls, SD 57108  
Tallmadge, OH 44278  
Palmetto Bay, FL 33157  
Clear Lake, IA 50428  
Punta Gorda, FL 33950  
North Palm Beach, FL 33408  
Fleming Island, FL 32003  
Boca Raton, FL 33487  
Miami, FL 33156  
Marathon, FL 33050  
Boca Raton, FL 33431  
Chesterton, IN 46304  
Huntsville, TX 77320

H

AGENT AUTHORIZATION FORM

Date of Authorization: 04 / 10 / 2023
Month Day Year

I hereby authorize SMITH HAWKS, PL / Barton W. Smith, Esq. Jess Miles Goodall, Esq. be listed as authorized agent
(Print Name of Agent)

representing CWI Keys Hotel, LLC for the application submission
(Print Name of Property Owner(s) the Applicant(s))

of Any/All Planning Department Applications
(List the Name and Type of applications for the authorization)

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

Table with 4 columns: Lot, Block, Subdivision, Key (Island). Rows include: Indies Island, Duck Key, 00378390-000000, 1462080, Real Estate (RE) Number, Alternate Key Number, 61 Hawks Cay Blvd, Marathon, Florida 33050, 61, Street Address (Street, City, State & Zip Code), Approximate Mile Marker.

Authorized Agent Contact Information: 138 SIMONTON STREET, KEY WEST, FLORIDA 33040

Mailing Address (Street, City, State and Zip Code) (305) 296-7227 BART@SMITHHAWKS.COM BRANDI@SMITHHAWKS.COM JESS@SMITHHAWKS.COM
Work Phone Home Phone Cell Phone Email Address

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

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

Signature of Property Owner: Christine Isfan

Printed Name of Property Owner: Christine Isfan

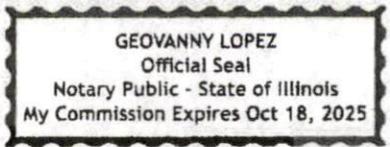
STATE OF Illinois COUNTY OF Cook

Sworn to and subscribed before me this 10th day of April, 2023

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

IL Driver's License as identification.
(Print Name of ID Produced)

Signature of Notary Public



Print, Type or Stamp Commissioned Name of Notary Public

My commission expires: Oct. 18, 2025



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### Detail by Entity Name

Foreign Limited Liability Company

**CWI KEYS HOTEL, LLC**

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#### Principal Address

150 North Riverside Plaza  
Suite 4200  
Chicago, IL 60606

Changed: 04/28/2021

#### Mailing Address

150 North Riverside Plaza  
Suite 4200  
Chicago, IL 60606

Changed: 04/28/2021

#### Registered Agent Name & Address

CORPORATION SERVICE COMPANY  
1201 HAYS STREET  
TALLAHASSEE, FL 32301-2525

#### Authorized Person(s) Detail

**Name & Address**

Title MEMBER

CWI OP, LP  
150 North Riverside Plaza  
Suite 4200  
Chicago, IL 60606

Title Corporate Secretary

Isfan, Christine  
150 North Riverside Plaza  
Suite 4200  
Chicago, IL 60606

**Annual Reports**

Report Year	Filed Date
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