

RE# 00124830-00000000,  
RE#00124460-000000(Lots 12,13,14,15)  
Monroe County Fire Department  
6180 2<sup>nd</sup> Street  
Stock Island, FL 33040

**Addendum to January 21, 2004 AGREEMENT**

This Addendum to the January 21, 2004 AGREEMENT ("Addendum") is an addendum to the AGREEMENT a contract between KW Resort Utilities Corp., a Florida Corporation, having its offices at 6630 Front Street, Key West Florida 33040 (Service Company) and Monroe County, having its office(s) located at Monroe County ATTN: Finance Dept, P.O. Box 1980 Key West Florida 33041 (Developer) which is dated January 21, 2004 ("AGREEMENT") and shall become effective as of today, November 19, 2013. The AGREEMENT is attached and made a part of this document.

**NOW, THEREFORE**, in consideration of Ten Dollars (\$10.00), and the mutual covenants and agreements hereinafter set forth, and intending to be legally bound thereby, notwithstanding any terms in the AGREEMENT to the contrary, Service Company and Developer agree as follows:

1. The parties agree that wherever there is any conflict between this Addendum and the AGREEMENT, the provisions of this Addendum will control and the AGREEMENT will be construed accordingly.
2. Developer acknowledges that the proposed redevelopment of the property will result in water usage that is over and above the amount of Capacity reserved in paragraph 5 of the AGREEMENT. Developer has supplied Service Company access to information necessary to determine the number of Equivalent Residential Connections (ERC's) that correspond to the proposed redevelopment of the property. From this information it has been determined 7.98 additional ERC's are required for the proposed redevelopment of the property. The determination of the additional ERC's is more particularly described in Exhibit B attached hereto and incorporated herein. The Property Record Card for RE# 00124830-00000000 and RE#00124460-000000(Lots 12,13,14,15) is attached and incorporated herein as Exhibit A.
3. Developer shall pay to Service Company a reservation fee (Capacity Reservation Fee), in the amount of Two Thousand Seven Hundred (\$2,700.00) dollars per E.R.C. connection to be reserved by Developer to serve the residential or commercial structures to be constructed in or upon the Property (individually, a Connection, collectively, the Connections). ERC's assigned to the property must remain with the property and, as such, are non-transferrable to other property.
4. Developer shall pay 1/3 (\$7,182.00) of the Capacity Reservation Fee and does not owe additional funds for the Capacity Reservation Fee upon execution of the Addendum, but will however be responsible for the remaining 2/3 (\$14,364.00) upon connection of the first building/pump station/dock/area pursuant to the payment option of Developer's choosing as articulated in Section 6 of the AGREEMENT.

RECEIVED-FPSC  
14 FEB 27 AM 9:20  
COMMISSION CLERK

5. Developer shall pay (\$1,203.23) to Service Company, for engineering review and administrative costs related to processing construction plans and documents submitted by Developer pursuant to this Agreement. Developer shall also pay Service Company \$100.00 per hour for periodic inspections to be made by Service Company or its agents within thirty (30) days of submission by Service Company to Developer of invoices confirming time spent conducting such inspection services.
  
6. Service Company shall be entitled to collect a monthly fee from Developer for treatment of the wastewater corresponding to the additional flow generated from the redevelopment. Applicable fees, rates, and charges shall be paid to Service Company by the Developer in accordance with paragraph 7 of the AGREEMENT.

IN WITNESS WHEREOF, Service Company and Developer have executed this Addendum as of November 19, 2013.

**SERVICE COMPANY:**

**KW Resort Utilities Corp.**

By: *Christopher A. Johnson*

Print Name: Christopher A. Johnson

Title: President

Address: 6630 Front Street

Key West, FL 33040

**DEVELOPER:**

**Board of County Commissioners of Monroe County, Florida**

By: *Sylvia J. Murphy*

Print Name: Sylvia Murphy

Title: Mayor/ Chairman



AMY HEAVILIN, Clerk

*Amy Heavilin*  
Deputy Clerk

MONROE COUNTY ATTORNEY  
 APPROVED AS TO FORM  
*Natleene W. Casse*  
 NATILEENE W. CASSEL  
 ASSISTANT COUNTY ATTORNEY  
 Date 11-19-13

STATE OF FLORIDA     )  
                                           ) ss.  
 COUNTY OF MONROE    )

The foregoing instrument was acknowledged before me this 14th day of JANUARY, 2014, by CHRISTOPHER ALLEN JOHNSON, as PRESIDENT OF KW RESORT UTILITIES CORP., a Florida corporation, on behalf of said corporation. He/she is personally known to me or who has produced A FL DRIVER'S LICENSE as identification.

My Commission Expires:



*Laurie Freeling Dastugue*



**Scott P. Russell, CFA**  
**Property Appraiser**  
**Monroe County, Florida**

Key West (305) 292-3420  
Marathon (305) 289-2550  
Plantation Key (305) 852-7130

**Property Record Card -**  
**Maps are now launching the new map application version.**

Alternate Key: 1158968 Parcel ID: 00124830-000000

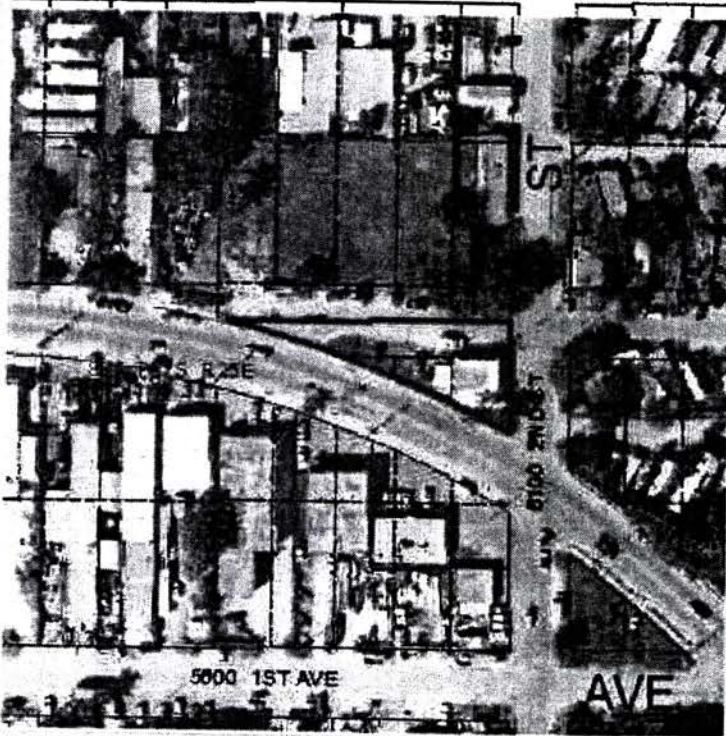
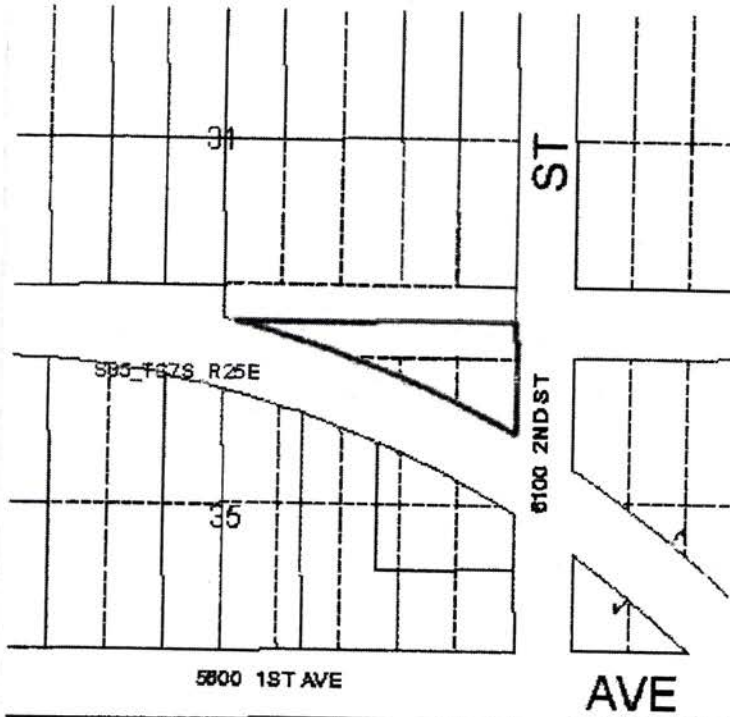
### Ownership Details

**Mailing Address:**  
MONROE COUNTY FIRE DEPT  
PO BOX 2111  
KEY WEST, FL 33045-2111

### Property Details

**PC Code:** 86 - COUNTIES OTHER THAN (PC/LIST)  
**Millage Group:** 110A  
**Affordable Housing:** No  
**Section-**  
**Township-** 35-67-25  
**Range:**  
**Property Location:** 6180 SECOND ST SOUTH STOCK ISLAND  
**Subdivision:** MALONEY SUBD  
**Legal** SQR 35 PT LT 8, 9 AND 10 AND A PORTION OF MACDONALD AVE STOCK ISLAND MALONEY SUB PB1-55 OR205-  
**Description:** 242-243 DOCKET 9-52 OR513-335 OR771-1185 OR2583-1849/58RES OR2619-800E

**Click Map Image to open interactive viewer**



**Exemptions**

Exemption	Amount
14 - COUNTYLANDS	449,328.00

**Land Details**

Land Use Code	Frontage	Depth	Land Area
9400 - RIGHT OF WAY			5,655.00 SF
8600 - COUNTY	0	0	5,250.00 SF

### Building Summary

Number of Buildings: 1  
 Number of Commercial Buildings: 1  
 Total Living Area: 1954  
 Year Built: 1982

### Building 1 Details

Building Type  
 Effective Age 13  
 Year Built 1982  
 Functional Obs 0

Condition A  
 Perimeter 250  
 Special Arch 0  
 Economic Obs 0

Quality Grade 250  
 Depreciation % 15  
 Grnd Floor Area 1,954

**Inclusions:**

Roof Type  
 Heat 1  
 Heat Src 1

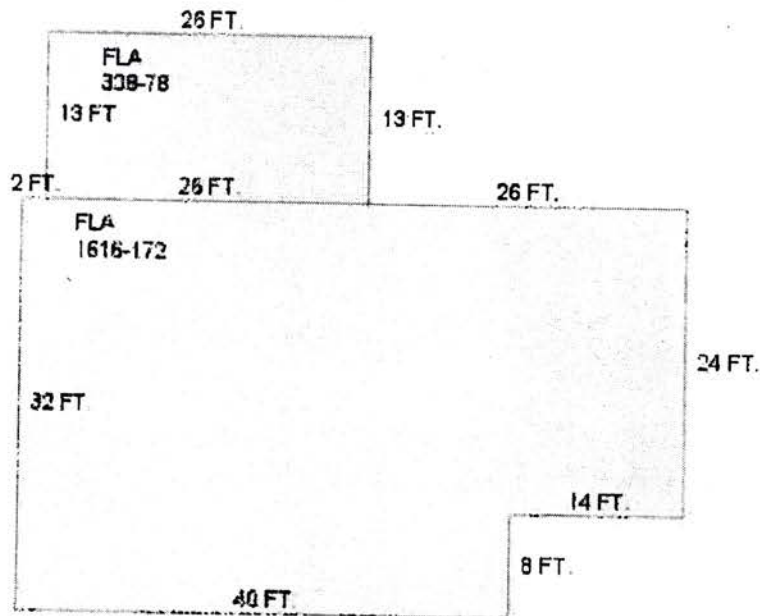
Roof Cover  
 Heat 2  
 Heat Src 2

Foundation  
 Bedrooms 0

**Extra Features:**

2 Fix Bath 0  
 3 Fix Bath 0  
 4 Fix Bath 0  
 5 Fix Bath 0  
 6 Fix Bath 0  
 7 Fix Bath 0  
 Extra Fix 4

Vacuum 0  
 Garbage Disposal 0  
 Compactor 0  
 Security 0  
 Intercom 0  
 Fireplaces 0  
 Dishwasher 0



**Sections:**

Nbr	Type	Ext Wall	# Stories	Year Built	Attic A/C	Basement %	Finished Basement %	Area
1	FLA		1	1982				1,616
2	FLA		1	1990				338

**Interior Finish:**

Section Nbr	Interior Finish Nbr	Type	Area %	Sprinkler	A/C
	9739	COUNTY BLDGS B	100	N	N
	9740	COUNTY BLDGS B	100	N	N

**Exterior Wall:**

Interior Finish Nbr	Type	Area %
3158	MIN WOOD SIDING	20
3159	C.B.S.	80

**Misc Improvement Details**

Nbr	Type	# Units	Length	Width	Year Built	Roll Year	Grade	Life
1	PT3:PATIO	990 SF	45	22	1989	1990	2	50
2	AC2:WALL AIR COND	1 UT	0	0	1995	1996	1	20

**Appraiser Notes**

PER OR2583-1849 RESOLUTION 196-2012 ABANDONMENT OF A PORTION OF MACDONALD AVE, INCREASE THIS PARCEL BY 5,655 SQ FT TO LANDLINE 9400, DONE FOR THE 2013 TAX ROLL

S. I. VOL FIRE STA. ADDED MISC. 3/15/2001 D.M.J.

**Building Permits**

Bldg Number	Date Issued	Date Completed	Amount	Description	Notes
08100418	02/12/2008	11/18/2008	2,000	Commercial	Interior repair
04-2426	05/24/2004		1	Commercial	COMERCIAL MISCELLANEOUSE

**Parcel Value History**

[View Taxes for this Parcel.](#)

Roll Year	Total Bldg Value	Total Misc Improvement Value	Total Land Value	Total Just (Market) Value	Total Assessed Value	School Exempt Value	School Taxable Value
2013	249,211	4,437	195,837	449,485	432,185	449,485	0
2012	255,075	4,595	177,458	437,128	392,896	437,128	0
2011	255,075	4,754	177,458	437,287	357,179	437,287	0

2010	258,007	4,912	164,567	427,486	324,709	427,486	0
2009	253,870	5,070	26,250	295,190	295,190	295,190	0
2008	259,734	5,229	26,250	301,213	301,213	301,213	0
2007	176,784	5,407	210,000	392,191	392,191	392,191	0
2006	180,627	5,586	192,938	379,151	379,151	379,151	0
2005	180,627	5,764	105,000	291,391	291,391	291,391	0
2004	184,433	5,942	52,500	242,875	242,875	242,875	0
2003	184,433	6,121	52,500	243,054	243,054	243,054	0
2002	184,433	6,299	52,500	243,232	243,232	243,232	0
2001	184,433	6,478	36,750	227,661	227,661	227,661	0
2000	187,273	3,135	36,750	227,158	227,158	227,158	0
1999	187,273	3,135	34,125	224,533	224,533	224,533	0
1998	125,194	627	27,825	153,646	153,646	153,646	0
1997	125,194	627	27,825	153,646	153,646	153,646	0
1996	113,812	627	27,825	142,264	142,264	142,264	0
1995	113,812	627	27,825	142,264	142,264	142,264	0
1994	113,812	627	27,825	142,264	142,264	142,264	0
1993	113,812	627	27,825	142,264	142,264	142,264	0
1992	113,812	627	27,825	142,264	142,264	142,264	0
1991	113,812	627	27,825	142,264	142,264	142,264	0
1990	57,375	627	21,735	79,737	79,737	79,737	0
1989	57,375	627	21,735	79,737	79,737	79,737	0
1988	45,912	627	21,735	68,274	68,274	68,274	0
1987	45,081	627	21,735	67,443	67,443	67,443	0
1986	45,206	627	19,622	65,455	65,455	65,455	0
1985	44,213	627	17,063	61,903	61,903	61,903	0
1984	43,375	627	17,063	61,065	61,065	61,065	0
1983	43,375	627	17,063	61,065	61,065	61,065	0
1982	0	19,566	6,851	26,417	26,417	26,417	0

## Parcel Sales History

There are no sales to display for this parcel.

This page has been visited 114,067 times.

Monroe County Monroe County Property Appraiser  
Scott P. Russell, CFA



**Scott P. Russell, CFA**  
**Property Appraiser**  
**Monroe County, Florida**

EXHIBIT A

Key West (305) 292-3420  
Marathon (305) 289-2550  
Plantation Key (305) 852-7130

Property Record Card -  
Maps are now launching the new map application version.

Alternate Key: 1158585 Parcel ID: 00124460-000000

### Ownership Details

**Mailing Address:**  
MONROE COUNTY  
1100 SIMONTON ST  
KEY WEST, FL 33040-3110

### Property Details

**PC Code:** 86 - COUNTIES OTHER THAN (PC/LIST)

**Millage Group:** 110A

**Affordable Housing:** No

**Section-Township-Range:** 35-67-25

**Property Location:** VACANT LOTS ON MACDONALD AVE SOUTH STOCK ISLAND

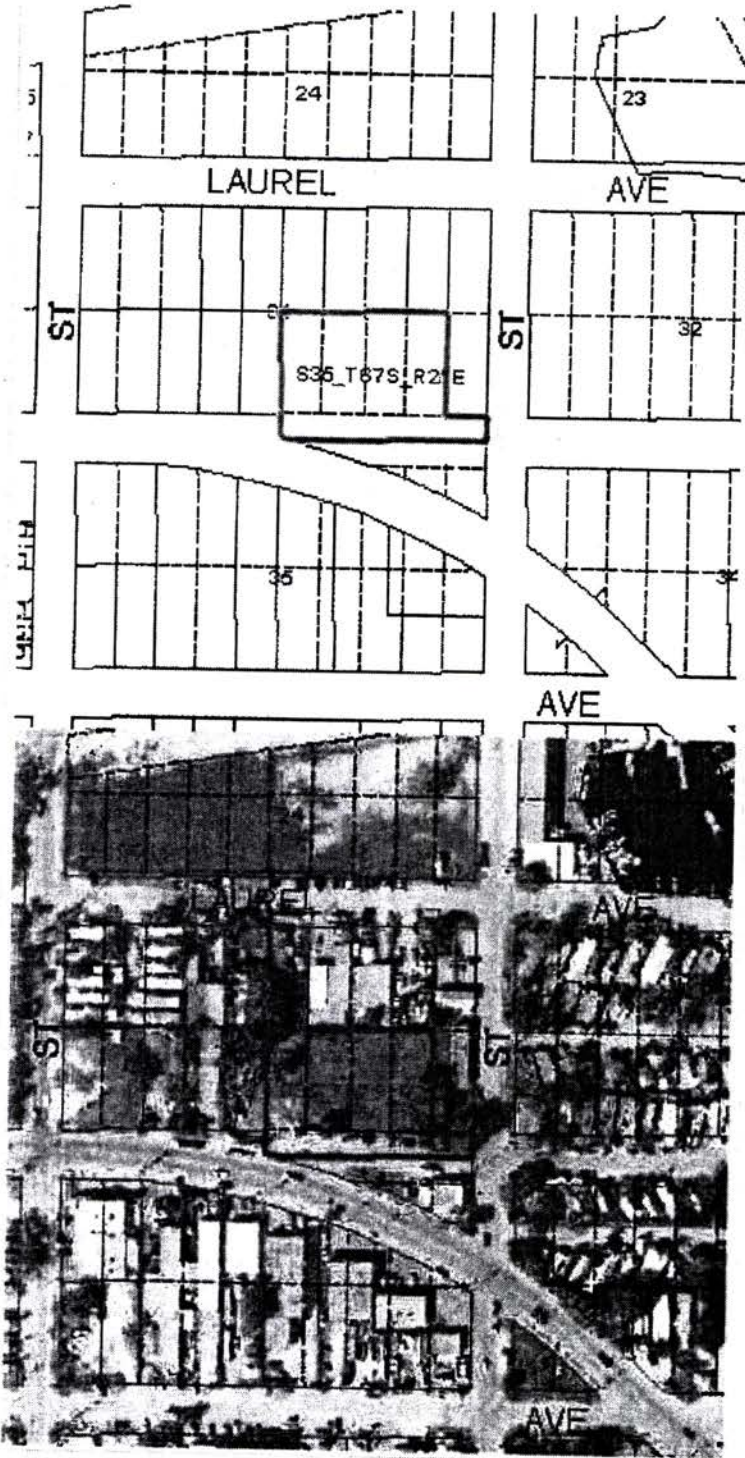
**Subdivision:** MALONEY SUBD

**Legal** BK 31 LTS 12-13-14-15 AND PT MACDONALD AVE STOCK ISLAND MALONEY SUB PB1-55 G57-446/47 G66-442

**Description:** G74-504/05 OR312-316/17 OR325-314/15 OR416-121D/C OR734-730 OR750-868 OR786-1675 OR787-1281 OR982-2392 OR1008-881/82 OR1009-665/66 OR1168-1210/11AFFD OR1168-1212 OR1168-1213 OR1253-1788/89 OR1253-1790/91 OR1253-1792/93 OR1253-1794/95 OR1460-1438/39 OR1841-539/540 OR2203-591 OR2467-1547 OR2467-1543/44 OR2504-2007 OR2536-1246/47 OR2583-1849/58RES OR2613-2144/45 OR2619-800E

Click Map Image to open interactive viewer





**Exemptions**

Exemption	Amount
14 - COUNTYLANDS	579,848.00

**Land Details**

Land Use Code	Frontage	Depth	Land Area
100D - COMMERCIAL DRY	150	125	18,750.00 SF
9400 - RIGHT OF WAY			7,490.00 SF

### Misc Improvement Details

Nbr	Type	# Units	Length	Width	Year Built	Roll Year	Grade	Life
1	CL2:CH LINK FENCE	975 SF	325	3	2012	2012	2	30

### Appraiser Notes

BLDG 1 OF 2 150 TO 350 & BLDB 2 OF 2 12 TO 14 . 3/13/2001 D.M.J. 2001-03-14 ADDED BLDG. 3 OF 3 FOR HE 2001 TAX ROLL. DUG 2002/3/1 SB, TPP AK-8545703. 3/11/2002 PC 08 TO 36.D.M.J.

FOR THE 2011 TAX ROLL THIS PARCEL (RE 00124460-000000 AK 1158585) NOW INCLUDES LOTS 13, 14 AND 15. LOTS 13-14-15 WERE BEING PREVIOUSLY ASSESSED UNDER RE 00124470-000000 AK 1158593. DUE TO THE SALE OF LOTS 12 THRU 15 TO MONROE COUNTY IN OR2536-1246/1247 I AM MAKING THESE CHANGES FOR THE 2011 TAX ROLL. SHELLIE JACKSON HAS FIELD INSPECTED PROPERTIES AND VERIFIED THAT THERE ARE NO MISCELLANEOUS IMPROVEMENTS ON ANY OF THESE LOTS, 2011 CUT OUTS ARE BEING PROCESSED TO COMPLETE THIS TRANSFER AND TO DELETE THE MISCELLANEOUS IMPROVEMENTS FOR THE 2011 TAX ROLL.

PER OR2583-1849 RESOLUTION 196-2012 ABANDONMENT OF A PORTION OF MACDONALD AVE, INCREASE THIS PARCEL BY 5,990 SQ FT TO LANDLINE 9400, DONE FOR THE 2013 TAX ROLL

ALL BLDGS DEMO 12/14/2006. RON

PER OR2613-2144 SALE OF 1500 SQ FT FROM AK1158569; INCREASE LANDLINE 3 TO 7490 SQ FT; ALSO PER OR2613-2146, COUNTY TRANSFERRED 62.5 SQ FT TO AK1158569, REDUCED LANDLINE 1 TO 6187.5 SQ FT; DONE FOR THE 2013 TAX ROLL.

### Building Permits

Bldg Number	Date Issued	Date Completed	Amount	Description	Notes
11105914	12/07/2011	01/10/2012	0	Commercial	325 FEET CHAIN LINK FENCE
12103978	12/07/2012		300,000	Commercial	NEW FIRE DEPARTMENT
07105100	12/28/2007	02/05/2008	2,490	Residential	INSTALL 200' CHAIN LINK
06105491	09/18/2006	02/05/2008	2,400	Residential	DEMO 3 STRUCTURES AND ALL STRUCTURES.

### Parcel Value History

#### View Taxes for this Parcel.

Roll Year	Total Bldg Value	Total Misc Improvement Value	Total Land Value	Total Just (Market) Value	Total Assessed Value	School Exempt Value	School Taxable Value
2013	0	1,950	577,956	579,906	579,906	579,906	0
2012	0	0	555,625	555,625	555,625	555,625	0
2011	0	0	555,625	555,625	555,625	555,625	0
2010	0	2,037	188,370	190,407	190,407	0	190,407
2009	0	2,100	300,000	302,100	208,350	0	302,100
2008	0	0	187,500	187,500	187,500	0	187,500

2007	0	0	250,000	250,000	250,000	0	250,000
2006	161,079	0	229,688	390,767	390,767	0	390,767
2005	139,601	0	125,000	264,601	264,601	0	264,601
2004	84,780	0	62,500	147,280	147,280	0	147,280
2003	84,780	0	62,500	147,280	147,280	0	147,280
2002	58,438	0	62,500	120,938	120,938	0	120,938
2001	58,438	0	43,750	102,188	102,188	0	102,188
2000	29,503	0	43,750	73,253	73,253	0	73,253
1999	27,045	0	40,625	67,670	67,670	0	67,670
1998	24,586	0	33,125	57,711	57,711	0	57,711
1997	0	0	33,125	33,125	33,125	0	33,125
1996	0	0	33,125	19,875	19,875	0	19,875
1995	0	0	33,125	33,125	33,125	0	33,125
1994	0	556	33,125	33,681	33,681	0	33,681
1993	0	556	33,125	33,681	33,681	0	33,681
1992	0	556	33,125	33,681	33,681	0	33,681
1991	0	556	33,125	33,681	33,681	0	33,681
1990	0	556	25,875	26,431	26,431	0	26,431
1989	0	556	25,875	26,431	26,431	0	26,431
1988	0	556	25,875	26,431	26,431	0	26,431
1987	0	556	25,875	26,431	26,431	0	26,431
1986	0	556	23,359	23,915	23,915	0	23,915
1985	0	556	18,750	19,306	19,306	0	19,306
1984	0	556	18,750	19,306	19,306	0	19,306
1983	0	556	18,750	19,306	19,306	0	19,306
1982	2,203	556	12,500	15,259	15,259	0	15,259

**Parcel Sales History**

Sale Date	Official Records Book/Page	Price	Instrument	Qualification
2/15/2013	2613 / 2144	21,000	WD	18
9/30/2011	2536 / 1246	650,000	WD	18
3/17/2010	2467 / 1543	100	WD	11
2/15/2005	2203 / 591	62,500	WD	J
5/1/1997	1460 / 1438	40,000	WD	O



**KW Resort Utilities, Corp.**  
 6630 Front Street  
 Key West, FL 33040  
 305.295.3301  
 FAX 305.295.0143  
 www.kwru.com

## Exhibit B - ERC Calculation Sheet

Project Name Monroe County Firehouse  
 Property Address 6180 2nd Street  
 RE # (s) 00124830-000000, 00124460-000000, (lots 12, 13, 14, and 15)  
 Calculation used:  Water Usage History or  F.A.C. Chapter 64E-6

7 dorms at 100 gals each = 700 gals  
 2 laundry machines at 750 gals = 1500 gals  
 300 sq ft of office space at 15 gals per 100 sq ft = 45 gals

Total GPD = 2,245 gals

2,245 gals / 250 gals = 8.98 ERCs

\*250 gals = 1 ERC

NOTE: Monroe County paid for 1 ERC upon executing the UTILITY AGREEMENT of 21 January 2004.  
 Check #98568 on 3/31/2004

**Total ERC's =**  
**Date Calculated**

**Signature**

P. O. Box 2125 6630 Front Street  
Key West, Florida 33040  
Telephone: (305) 295-0309 Fax: (305) 294-1212

**AGREEMENT FOR K. W. RESORT UTILITIES CORP. WASTEWATER SERVICE  
(RESIDENTIAL / COMMERCIAL LESS THAN 1000 GALLONS PER DAY)**

**AGREEMENT**

THIS AGREEMENT is made on this the 21st day of January, 2004

by and among the K.W. Resort Utilities Corp. (Utility), ~~\_\_\_\_\_~~  
(the "Plumber"), State of Florida / Monroe County / City of Key West License Number ~~N/A~~  
and Monroe County Board of County Commissioners. (JERRY KANE) (the "Owner").

**WITNESSETH**

WHEREAS, the Utility is in the process of constructing and/or re-routing sewer mains in the public right of way throughout Stock Island, Florida; and

WHEREAS, a lateral connects a home or a commercial property with sewer flows under 1000 gallons per day to a sewer main and is to be located on the homeowner's private property; and

WHEREAS, the Owner desires that the Plumber be engaged to install new laterals in the Owner's property in order to connect to the sewer main;

NOW, THEREFORE, in consideration of the mutual promises contained herein, the Parties agree as follows:

1. The Property address requesting service is Volunteer Fire Station, 2<sup>nd</sup> St. and MacDonald Ave Key West FL 33040.
2. The Owner's address is Clerks Office (attention finance) 500 Whitehead St. Key West FL 33040.
3. The Licensed Plumber and the Owner agree that the Plumber shall install laterals in the Owner's property. If necessary, the Plumber shall undertake to abandon any existing sewer system beneath Owner's property in order to facilitate the re-routing of sewer mains to the public right-of-way.
4. The costs of the installation and connection of the laterals shall be borne solely by the Owner. The cost of the Plumber's work shall be paid by Owner directly to the Plumber.
5. The total anticipated cost of the installation of the laterals (including connection and impact fees) is

Capacity Reservation Fee	\$ 2,700.00
Inspection Fee	\$ 150.00
Deposit Paid	\$ TBD
Total Due	\$ TBD

Plumber's Fee \$ 0.00 *M/A*

In the event the Plumber's final cost exceeds ten percent (10%) of the estimate contained in this paragraph, the Plumber shall notify the Owner in writing, setting forth the reasons for such additional cost prior to completion of work.

6. Payment Options for Capacity Reservation Fee:

- a. The Owner must pay the Utility the entire cost of the Capacity Reservation Fee (\$2,700 per EDU / 250 GPD) upon execution of this Utility Agreement, or
- b. The Owner must pay five (5) percent of the Capacity Reservation Fee and execute a Consent and Acknowledgment Agreement, delivering both to Utility upon execution of the Utility Agreement.

Owners who elect to finance the balance of the Capacity Reservation Fee will be required to execute a Consent and Acknowledgment Agreement along with this Utility Agreement. The Consent and Acknowledgment Agreement is undertaken in anticipation of the bonding of the Capacity Reservation Fee. The Consent and Acknowledgment Agreement sets forth the Owner's agreement to comply with the Wastewater Ordinance and acknowledges Owner's promise to pay the balance of the Capacity Reservation Fee to Monroe County pursuant to annual Wastewater Ordinance Assessments that will be levied by Monroe County for a period not to exceed twenty (20) years. The Wastewater Ordinance Assessments impose a lien against the subject property and provide a vehicle for Owners to finance the cost. Owner's electing to participate can expect to pay the remaining balance constituting ninety-five (95) percent of the Capacity Reservation Fee over a period of approximately twenty (20) years plus interest each year in the form of the Wastewater Assessment. To take advantage of the bond financing program, the Owner must execute the Consent and Acknowledgment Agreement, which is attached to this Agreement, in addition to paying the five (5) percent Capacity Reservation Fee.

- 7. The payment options referenced in paragraph six (6) are only options to pay the Capacity Reservation Fee and are separate and distinct from monthly costs for sewer service, which remain the sole responsibility of the Owner. The initial monthly Wastewater Fee is \$2.55 per month. Said monthly fee is adjusted annually by the Florida Public Service Commission. *+ \$3.15 PER THOUSAND GALLONS*
- 8. Each party to this Agreement shall be responsible for his, her or its own actions of negligence. As between the Plumber and the Owner, the contract under which the Plumber is engaged to perform installation work shall govern all issues of scope of services, payment, indemnification, insurance, etc. The Plumber agrees to hold harmless and indemnify the Owner and the Utility, their respective agents, employees and invitees, as applicable, for damage to property or injury to person caused by the Plumber.
- 9. The Owner and Plumber are responsible to obtain all proper local government and State permits, as applicable. No work shall commence under this Agreement until permits are obtained and a Rep of KWRU is notified.
- 10. This Agreement constitutes the entire agreement among the parties. Any amendment or modification to this agreement shall be in writing and signed by each of the parties.

IN WITNESS WHEREOF, the parties have entered this Agreement on the date first written above.

ATTEST:

K.W. RESORT UTILITIES CORP.

Judi Starzang  
WITNESS

By [Signature]  
KW RESORT UTILITIES CORP. REPRESENTATIVE



[Signature]  
ANNY L. ROHAGE, CLERK

[Signature]  
PLUMBER

[Signature] MONROE COUNTY ATTORNEY  
APPROVED AS TO FORM:  
PROPERTY OWNER [Signature]  
SUZANNE A. HUTTON