

Hugh J. Morgan  
James T. Hendrick  
Robert Cintron

LAW OFFICES  
**MORGAN & HENDRICK**  
317 Whitehead Street  
Key West, Florida 33040

W. Curry Harris  
(1907-1988)  
Hilary U. Albury  
(1920-1999)

August 22, 2006

To: City Clerk, City of Key West  
via hand-delivery

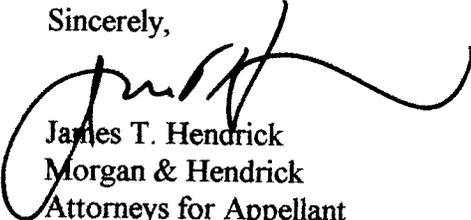
Copy to: City Building Official  
via hand-delivery

Re: Appeal of Building Permit No. 0104190; Appellant, Peter Wagner

Peter Wagner, whose residence address is 1207 Duval St., Key West, pursuant to *Code Sec. 90-430 et seq.*, hereby appeals to the Board of Adjustment issuance by the City Building Official of Building Permit No. 0104190, issued 8/18/2006 to Nautilus Building & Design LLC for work to be performed at property located at 1125 Duval St. owned by La Te Da Redux, Inc. ("Owner"). The building permit purports to authorize construction of a new deck, new concrete ramp, new roof apron, new concrete wall and railing for an outdoor bar (collectively, "the Work"). According to the HARC application submitted by Owner, the Work, when completed, will accommodate a "sidewalk bar" that is expressly prohibited in this zoning district. Moreover, the permitted improvements violate applicable setback requirements and expand bar/restaurant seating capacity without conditional use approval.

Appellant is an adversely affected party because he owns and resides at 1207 Duval Street, property located within 200 feet of the site on which the Work is to be constructed, and will be adversely affected by the illegal use which the Work is designed to accommodate.

Sincerely,



James T. Hendrick  
Morgan & Hendrick  
Attorneys for Appellant

Copy: City Attorney, via e-mail to [btischen@KeyWestCity.com](mailto:btischen@KeyWestCity.com)

MORGAN & HENDRICK OPERATING ACCOUNT

012683

DATE : Aug 22/2006  
CHE # : 12683  
AMOUNT: \$150.00  
ACCOUNT: GENERAL - 1  
PAID TO: CITY of KEY WEST  
PO BOX 1409  
KEY WEST  
FL  
33041-1409

Appeal Filing Fee

CLIENT: 2385 - Peter Wagner  
MATTER: 1391-01

ORIGINAL CHECK HAS A COLORED BACKGROUND PRINTED ON CHEMICAL REACTIVE PAPER - SEE BACK FOR DETAILS

MORGAN & HENDRICK  
OPERATING ACCOUNT  
317 WHITEHEAD STREET  
KEY WEST, FLORIDA 33040

TIB BANK OF THE KEYS  
Key West, FL 33041  
63-928/670

CHECK NO. 12683  
012683

PAY

One Hundred Fifty \*\*\*\*\* 00/100

DATE AMOUNT  
Aug 22/2006 \$150.00

TO THE ORDER OF CITY of KEY WEST  
PO BOX 1409  
KEY WEST, FL 33041-1409

Appeal Filing Fee

⑈012683⑈

City of Key West  
\*\*\* CUSTOMER RECEIPT \*\*\*  
Open: AWOODS Type: DC Drawer: 1  
Date: 9/08/06 27 Receipt no: 109977

Description	Quantity	Amount
KA MISC REVENUE	1.00	\$150.00

MISC MATTER 1391 01 HENDRICK

Tender detail  
CHECK 12683 \$150.00  
Total tendered \$150.00  
Total payment \$150.00

Trans date: 9/08/06 Time: 13:48:18



Call for inspections:  
293-6462  
24-hour inspection line

**THE CITY OF KEY WEST  
BUILDING DEPARTMENT**

P.O. BOX 1409  
KEY WEST, FL 33041-1409  
(305) 809-3956

Application Number . . . . . 06-00004527 Date 8/18/06  
Property Address . . . . . 1125 DUVAL ST  
RE #/PARCEL #/TAX ID etc . . . . . 0002-7870-000000-  
Application description . . . . . RENOVATION, ADDITION, CONVERSION: COMMER  
Property Zoning . . . . .  
Application valuation . . . . . 30000

**Owner**

La Te Da Redux, INC.  
1125 Duval  
KEY WEST FL 33040

**Contractor**

NAUTILUS BUILDING & DESIGN LLC  
1729 SEMINARY ST  
KEY WEST FL 33040  
(305) 295-2926

Permit . . . . . BUILDING PERMIT  
Additional desc . . . . .  
Permit Fee . . . . . 540.00  
Issue Date . . . . . 8/18/06 Valuation . . . . . 30000  
Expiration Date . . . . . 8/09/08

Qty	Unit Charge	Per	BASE FEE	Extension
				540.00

Special Notes and Comments  
\* \* CONSTRUCT NEW DECK (186 SF)  
\* NEW CONCRETE RAMP (30 SF)  
\* NEW ROOF APRON (386 SF) \* NEW  
CONCRETE WALL & RAILING (60 LF)  
\* HARC #06-08-18-1244  
\* NOTE: NOC REQ'RD \* \* \* TM

Other Fees . . . . . HARC FEE - NEW & REPAIR 100.00

Fee summary	Charged	Paid	Credited	Due
Permit Fee Total	540.00	.00	.00	540.00
Other Fee Total	100.00	.00	.00	100.00
Grand Total	640.00	.00	.00	640.00

X

THE PROPOSED CONSTRUCTION IS PERMITTED ON CONDITION OF COMPLIANCE WITH ALL APPLICABLE CODES AND ORDINANCES AND CONFORMANCE WITH ALL PLANS, SPECIFICATIONS AND ESTIMATES SUBMITTED WITH THE SUBJECT APPLICATION. PERMIT VOID UNLESS CONSTRUCTION SUBSTANTIALLY COMMENCED WITHIN 90 DAYS OF ISSUE

8-18-06  
DATE ISSUED

Trans number: 1912415  
CR CHECK 347 1640.00

Trans date: 8/18/06 File: 1512123

BY

CITY OF KEY WEST  
Application Inquiry - Receipts

Application nbr . : 06 00004527  
Property . . . . : 1125 DUVAL ST  
Type option, press Enter.  
1=Select

Opt	Date	Receipt Time	Number	User	Payment Type	Amount	Void Status
_	8/18/06		0104190	LCLARK	CK	640.00	

Total paid : 640.00

Bottom

F3=Exit F12=Cancel

Application Miscellaneous Information Maintenance

Application number . . . . : 06 00004527  
RE #/PARCEL #/TAX ID etc . : 0002-7870-000000- -  
Address . . . . . : 1125 DUVAL

Type information, press Enter.

2=Change 4=Delete 5=Display

Opt	Code	Date	Print	Miscellaneous Information
-	DESC	7/27/06	Y	* * CONSTRUCT NEW DECK (186 SF)
	DESC	7/27/06	Y	* NEW CONCRETE RAMP (30 SF)
	DESC	7/27/06	Y	* NEW ROOF APRON (386 SF * * NEW
	DESC	7/27/06	Y	CONCRETE WALL & RAILING (60 LF )
	DESC	7/27/06	Y	* HARC #06-08-18-1244
	DESC	7/27/06	Y	* * * TM
	DESC	7/27/06	Y	(NOC RECEIVED 8-21-06 (JD)

F3=Exit F6=Add F12=Cancel

Bottom

Application number . . . . : 06 00004527  
Property address . . . . : 1125 DUVAL ST

Type information or options, press Enter

**Contractor**

NAUTILUS BUILDING & DESIGN LLC  
1729 SEMINARY ST  
KEY WEST FL 33040

Name search: - Blank=No search,  
B=Begins,C=Contains

Contractor #: -or-

BL License #: 06 19213 -or-

STATE LICENSE: RB29003369

Contractor type: CONTRACTOR - REG GENERAL

Phone: (305) 295-2926

2=Change 4=Delete 5=View

Opt Name

- La Te Da Redux, INC.

Type Lic Nbr STATE LICENSE

OW

Bottom

F3=Exit F6=Add name F7=Add subcontractor F9=Sort by type  
F10=Exclude subcontractors F11=View 2 F12=Cancel



**CITY OF KEY WEST  
BUILDING DEPARTMENT  
CERTIFICATE of APPROPRIATENESS**

APPLICATION # HC6-C-8-18-1244

OWNER NAME: Mark BARAUCK DATE: \_\_\_\_\_

OWNERS ADDRESS: \_\_\_\_\_ PHONE #: \_\_\_\_\_

APPLICANT'S NAME: La Te Da PHONE #: \_\_\_\_\_

APPLICANT'S ADDRESS: \_\_\_\_\_

ADDRESS OF CONSTRUCTION: 1125 Duval Street # OF UNITS: \_\_\_\_\_

THERE WILL BE A FINAL INSPECTION REQUIRED UNDER THIS PERMIT

DETAILED DESCRIPTION OF WORK:  
Enclose sidewalk bar - with shuttered  
walk and roof, as per settlement  
agreement.

Chapter 837.06 F.S.- False Official Statements- Whoever knowingly makes a false statement in writing with the intent to mislead a public servant in the performance of his or her official duty shall be guilty of a misdemeanor of the second degree punishable as provided for in s. 775.082 or s. 775.083

\*\*\*\*\*

This application for Certificate of Appropriateness must precede applications for building permits, variances and development review approvals. Applications must meet or exceed the requirements outlined by the Secretary of the Interior's Standards for Rehabilitation and Key West's Historic Architectural Guidelines.

Once completed, the application shall be reviewed by staff for completeness and either approved or scheduled for presentation to the Historic Architectural Review Commission at the next available meeting. The applicant must be present at this meeting. The filing of this application does not ensure approval as submitted.

Applications that do not possess the required submittals will be considered incomplete and will not be reviewed for approval.

Date: \_\_\_\_\_

Applicant Signature: \_\_\_\_\_

**REQUIRED SUBMITTALS**

TWO SETS OF SCALED DRAWINGS OF FLOOR PLAN, SITE PLAN AND EXTERIOR ELEVATIONS (for new buildings and additions)
TREE REMOVAL PERMIT (if applicable)
PHOTOGRAPHS OF EXISTING BUILDING (repairs, rehabs, or expansions)
PHOTOGRAPHS OF ADJACENT BUILDINGS (new buildings or additions)
ILLUSTRATIONS OF MANUFACTURED PRODUCTS TO BE USED SUCH AS SHUTTERS, DOORS, WINDOWS, PAINT COLOR CHIPS, AND AWNING FABRIC SAMPLES

**Staff Use Only**

Date: 8/18/06

Staff Approval: \_\_\_\_\_

Fee Due: \$ \_\_\_\_\_

HISTORIC ARCHITECTURAL REVIEW APPLICATION



# CITY OF KEY WEST BUILDING DEPARTMENT

RECEIVED

JUL 25 2006

PERMIT # 06-4587

\$25.00 APPLICATION FEE WILL APPLY TO PERMIT FEE

OWNER NAME: Late Da Redux, Inc.

DATE: 7-25-06

OWNERS ADDRESS: 1125 Duval St.

PHONE #: 295-2926

CONTRACTOR'S NAME: Laird Ubbanath R/G 291103684

PHONE #: 849-9076

GENERAL CONTRACTOR'S NAME: Nautilus Building & Design, LLC

PHONE #:

ADDRESS OF CONSTRUCTION: 1125 Duval St., Key West

# OF UNITS:

THERE WILL BE A FINAL INSPECTION REQUIRED UNDER THIS PERMIT

DETAILED DESCRIPTION OF WORK:

New Deck (186 S.F.); New Conc. Ramp (30 S.F.)  
New Roof Agran (386 S.F.); New Conc.  
Wall & Railing (60 L.F.)

TYPE OF WORK:

NEW	<u>30,000</u>
ADDITION	<u></u>
RENOVATION	<u></u>

ESTIMATED COST OF WORK:

\$ 30,000.00

Chapter 837.06 F.S.- False Official Statements- Whoever knowingly makes a false statement in writing with the intent to mislead a public servant in the performance of his or her official duty shall be guilty of a misdemeanor of the second degree punishable as provided for in s. 775.082 or s. 775.083

DEBRIS REMOVAL TO BE HANDLED BY:

Contractor

I HEREBY AGREE TO COMPLY WITH ALL APPLICABLE CODES, LAND DEVELOPMENT REGULATIONS AND ADOPTED BUILDING CODES OF THE CITY OF KEY WEST WHETHER OR NOT SHOWN OR INDICATED IN PLANS OR SPECIFICATIONS OF THIS PERMIT.

SIGNATURE OF CONTRACTOR/ AGENT/ OWNER:

[Signature]

CHAPTER 31.171-CITY CODE- The fee for work commenced without a permit shall be a minimum \$250.00 if the value of the work (labor and materials) is found by The Building Official to exceed \$1,500.00.

HARC PERMIT # \_\_\_\_\_

FEE SCHEDULE

DESCRIPTION	QTY	UNIT PRICE	EXTENDED PRICE
Less than \$500.00 estimated cost		NO COST	
Each \$1000.00 of estimated cost or fraction thereof NEW CONST.	<u>30</u>	<u>\$18.00</u>	<u>\$540</u>
Each \$1000.00 of estimated cost or fraction thereof RENO & REHAB		<u>\$24.00</u>	
MINIMUM FEE \$30.00			
TOTAL			<u>\$ 540.00</u>

REQUIRED SUBMITTALS

<input checked="" type="checkbox"/>	HARC APPROVAL
<input checked="" type="checkbox"/>	4 SETS SEALED PLANS
<input type="checkbox"/>	PROPERTY DEED
<input checked="" type="checkbox"/>	SITE PLAN
<input checked="" type="checkbox"/>	PROPERTY SURVEY
<input type="checkbox"/>	FKAA APPROVAL
<input type="checkbox"/>	C.E.S. APPROVAL
<input type="checkbox"/>	COASTAL CONST.COMPLIANCE
<input type="checkbox"/>	4 SETS ENERGY CALCULATIONS
<input type="checkbox"/>	APPROVED LANDSCAPE PLANS
<input type="checkbox"/>	FLOOD ELEVATION CERT.
<input type="checkbox"/>	STORMWATER CALCULATIONS

LICENSE STATUS: OK  
COUNT STATUS: 12494/34173 OK  
RECEIVED BY:

SIGNATURE OF BUILDING OFFICIAL OR PLAN REVIEWER:

John P. Wood 8-18-06

As per settlement agreement Bob Tischenkel

COMMERCIAL BUILDING PERMIT APPLICATION





**THE CITY OF KEY WEST**  
Code Enforcement Division

# *Memorandum*

To: Board of Adjustment

From: Joe April, Building Official

A handwritten signature in black ink, appearing to read "Joe April", is written over the printed name.

Date: 09/18/2006

Subject: Appeal building permit # 06-4527, 1125 Duval St.

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The following is a brief summary of the Building Departments action regarding this issue.

1. Permit application submitted on 07/25/2006 for new deck (186sf), new concrete ramp (30sf), new roof apron (386sf), new concrete wall and apron (60lf). Contractor was Nautilus Building and Design LLC and the owner is La Te Da REDUX, Inc.
2. The application was reviewed by the plan reviewer (John Woodson) and it was determined that the roof was in the setback and in the right-of-way. The application was put on hold pending that issue.
3. John Woodson was asked (See 08/17/2006 e-mail from Bob Tischenkel to John Woodson) to issue the permit and it was issued on 08/18/2006.
4. The issuance of the permit was appealed and the work was stopped.
5. New plans were submitted which did not include the roof or the sound barriers and new building permits were issued. The recent approved construction is ongoing.

## John Woodson

---

**From:** Bob Tischenkel  
**Sent:** Thursday, August 17, 2006 2:49 PM  
**To:** John Woodson  
**Subject:** la te da

John,

The City and La Te Da entered into a settlement agreement that has been approved by the Code Enforcement special magistrate. When we reviewed preliminary building plans presented as part of the settlement discussions, City staff didn't realize that a roof over an outside bar would need to be moved toward Duval Street in order to anchor the louvered sound barrier being erected above the concrete wall (which itself is to be restored due to flooding damage). The change in the roofline triggers the need for a setback variance. Meanwhile the contractor is ready to proceed in La Te Da's effort to meet the settlement agreement deadlines. The HARC director has re-reviewed the plans and has no issue with them. I have talked to the City Planner who is okay with the following idea: La Te Da will apply for an after-the-fact variance for the roof setback (the City would be co-applicant). I've delivered La Te Da's attorney a variance application with the goal of having it heard at the October BOA meeting. In light of all of this, please issue La Te Da the building permit. Thank you.

Bob



Call for inspections:  
293-6462  
24-hour inspection line

**THE CITY OF KEY WEST**  
**BUILDING DEPARTMENT**  
P.O. BOX 1409  
KEY WEST, FL 33041-1409  
(305) 809-3956

-----  
Application Number . . . . . 06-00004527 Date 8/18/06  
Property Address . . . . . 1125 DUVAL ST  
RE #/PARCEL #/TAX ID etc . . . . . 0002-7870-000000- -  
Application description . . . . . RENOVATION, ADDITION, CONVERSION: COMMER  
Property Zoning . . . . .  
Application valuation . . . . . 30000

Owner Contractor  
-----  
La Te Da Redux, INC. NAUTILUS BUILDING & DESIGN LLC  
1125 Duval 1729 SEMINARY ST  
KEY WEST FL 33040 KEY WEST FL 33040  
(305) 295-2926

-----  
Permit . . . . . BUILDING PERMIT  
Additional desc . . . . .  
Permit Fee . . . . . 540.00  
Issue Date . . . . . 8/18/06 Valuation . . . . . 30000  
Expiration Date . . . . . 8/09/08

Qty Unit Charge Per Extension  
-----  
BASE FEE 540.00

-----  
Special Notes and Comments  
\* \* CONSTRUCT NEW DECK (186 SF)  
\* NEW CONCRETE RAMP (30 SF)  
\* NEW ROOF APRON (386 SF) \* \* NEW  
CONCRETE WALL & RAILING (60 LF )  
\* HARC #06-08-18-1244  
\* NOTE: NOC REQ'RD \* \* \* TM

-----  
Other Fees . . . . . HARC FEE - NEW & REPAIR 100.00

Fee summary	Charged	Paid	Credited	Due
Permit Fee Total	540.00	.00	.00	540.00
Other Fee Total	100.00	.00	.00	100.00
Grand Total	640.00	.00	.00	640.00

X

-----  
THE PROPOSED CONSTRUCTION IS PERMITTED ON CONDITION OF COMPLIANCE WITH ALL APPLICABLE CODES AND ORDINANCES AND CONFORMANCE WITH ALL PLANS, SPECIFICATIONS AND ESTIMATES SUBMITTED WITH THE SUBJECT APPLICATION. PERMIT VOID UNLESS CONSTRUCTION SUBSTANTIALLY COMMENCED WITHIN 90 DAYS OF ISSUANCE

8-18-06  
DATE ISSUED

Trans. number: 1912415  
OK CHECK 047 1540.00  
Trans date: 8/18/06 File: 18:01:23

MONROE COUNTY OFFICIAL RECORDS

This Document Prepared By and Return to:

JOHN M. SPOFFORD, JR., ESQ. SPOFFORD, SPOFFORD & SPOFFORD 500 FLORISS STREET KEY WEST, FL 33040

FILE #1120433 BK#1572 PG#2017

6.00 10,290.00 4,375.00 14,671.00

RCD Apr 27 1999 11:13AM DANNY L KOLHAGE, CLERK

Front ID Number:

DEED DOC STAMPS 10287.90 04/27/1999 DEP CLK

MTG DOC STAMPS 4375.00 04/27/1999 DEP CLK

Warranty Deed

This Indenture, Made this 12th day of March, 1999 A.D. Between SANS SOUCI ENTERPRISES, INC., a Florida corporation

of the County of Monroe, State of Florida, grantor, and La Te Da Redux, Inc., a corporation existing under the laws of the State of Florida whose address is: 1128 Duval Street, Key West, FL 33040

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

Witnesseth that the GRANTOR, for and in consideration of the sum of

THIRTY DOLLARS (\$10) and other good and valuable consideration to GRANTOR in hand paid by GRANTEE, the receipt whereof is hereby acknowledged, has granted, conveyed and sold to the said GRANTEE and GRANTEE'S heirs, successors and assigns forever, the following described land, situate, lying and being in the County of Monroe, State of Florida:

That part of Lot Four (4) in Square Five (5) of Tract Eleven (11) according to Chas. W. Tift's Map of the City of Key West: Commencing at the Northerly corner of Duval and Catherine Streets and running along Duval Street in a Northwesterly direction Ninety-One (91) feet Eight (8) inches; thence at right angles in a Northeasterly direction parallel to Catherine Street One Hundred Forty-Five (145) Feet, Three (3) inches; thence at right angles in a Southeasterly direction Ninety-One (91) feet, Eight (8) inches to Catherine Street; thence at right angles in a Southwesterly direction One Hundred Forty-Five (145) feet, Three (3) inches to the Point of Beginning.

Subject to conditions, limitations, restrictions and easements of record and taxes for the year 1999 and subsequent years.

Further subject to a mortgage recorded in Official Records Book 1475 at Page 2383 and Assignment of Mortgage recorded in Official Records Book 1475 at Page 2388, both of the Public Records of Monroe County, Florida, which the Grantee herein assumes and agrees to pay by acceptance of this conveyance. The balance on said mortgage is \$1,250,000.00.

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

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

Signed, sealed and delivered in our presence:

[Signature] Printed Name: ROBIN E. DEWITT

[Signature] (Seal) SALVATORE RAVISARDI, Vice President P.O. Address:

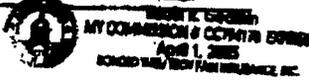
[Signature] Printed Name: LA PRISTON TUCKER

MONROE COUNTY OFFICIAL RECORDS

STATE OF Florida COUNTY OF Monroe

The foregoing instrument was acknowledged before me this 12th day of March, 1999 by SALVATORE RAVISARDI, Vice President, of SANS SOUCI ENTERPRISES, INC., a Florida corporation, on behalf of the corporation, who is personally known to me or who has produced Florida driver's license or identification.

[Signature] Printed Name: Notary Public



**John Woodson**

---

**From:** Joe April  
**Sent:** Monday, August 14, 2006 8:43 AM  
**To:** John Woodson  
**Subject:** FW: Peter Wagner and Permits

Would you please look into this and we will discuss Tuesday morning. Thanks.

Joe April  
Chief Building Official

-----Original Message-----

**From:** Bob Tischenkel  
**Sent:** Wednesday, August 09, 2006 1:11 PM  
**To:** Joe April  
**Subject:** FW: Peter Wagner and Permits

Joe, could you take a look at this and tell me what you think? BT

*L.J. COORDINATION*

---

**From:** RoccoFat@aol.com [mailto:RoccoFat@aol.com]  
**Sent:** Wednesday, August 09, 2006 12:29 PM  
**To:** Bob Tischenkel  
**Cc:** m\_inc\_kw@msn.com; Latedagm@aol.com  
**Subject:** Peter Wagner and Permits

Bob: We have not been able to find anything La Te Da can do to satisfy Peter Wagner and his attorney. Have you come up with anything? Also, La Te Da is experiencing difficulties regarding permits. The Building Dept. will not issue permits for the "wall" for the outside bar because the bar is not 5 feet from the sidewalk. La Te Da reps. tried to explain that this matter has been settled between the City and La Te Da, to no avail. Would you please contact John Woodson to push this matter forward. La Te Da is trying to comply with the Agreement deadlines. Contractors are dropping other jobs to do this one and we will lose them. The Building Dept. was supposed to send the drawings to the Fire Dept. for approval and to ADA. Jim Malcolm signed off for ADA, however, the Fire Dept. has no record of this matter. The Building Dept. says they cannot locate La Te Da's file to update the computer on the Fire Dept. approval. Another mess. Please help and give me a status report. Thanks. Alan

*HAVE FIRE DEPARTMENT APPROVAL*

*NO PROBLEM WITH WALL PROBLEM WITH ROOF*

*NO HAVE APPROVAL FOR SIGNAGES*

## John Woodson

---

**From:** Bob Tischenkel  
**Sent:** Thursday, August 10, 2006 11:21 AM  
**To:** Jim Young; John Woodson  
**Subject:** FW: Peter Wagner and Permits

Please look at the email below, the measurement, from La Te Da's attorney. In light of this would a setback variance still be required? If so, I'll give you something in writing, as you requested.  
Bob

---

**From:** RoccoFat@aol.com [mailto:RoccoFat@aol.com]  
**Sent:** Wednesday, August 09, 2006 5:12 PM  
**To:** Bob Tischenkel  
**Cc:** m\_inc\_kw@msn.com  
**Subject:** Re: Peter Wagner and Permits

Bob: When we talk about seats, is it correct that the number applies to the restaurant and bar area where food is served, or to the entire premises? My client measured the distance from the outside bar top to the sidewalk. It is 71 1/2 inches or almost 6 feet. Would a variance be required with this amount of space? Thanks. Alan

Archwind 98 :

CONSTANTS USED

OPEN STRUCTURE  
MONO-SLOPED ROOF

Dimension Perpendicular to Wind = 20.00 ft

Dimension Parallel to Wind = 6.00 ft

Mean Roof Height = 8.00 ft

Roof Angle = 5.00 deg

$C_f = 0.75$

$G = 0.85$

Velocity Pressure,  $q = 44.44$  psf

Exposure Coeff.,  $K_z = 0.85$

Wind Speed,  $V = 155.0$  MPH

Exposure Cat. = C

Importance Cat. = 2

Topographic Factor,  $K_{zt} = 1.00$

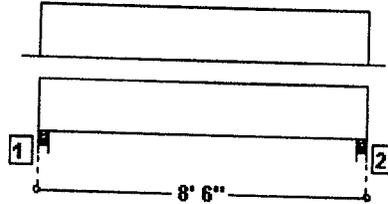
Wind Direction Factor,  $K_d = 0.85$

Pressure calculation is based on ASCE 7-98, Eq. 6-20

DECK BEAM

3 Pcs of 1 1/2" x 5 1/2" 1.6E Solid Sawn Southern Pine #2

**THIS PRODUCT MEETS OR EXCEEDS THE SET DESIGN CONTROLS FOR THE APPLICATION AND LOADS LISTED**



Product Diagram is Conceptual.

**LOADS:**

Analysis is for a Drop Beam Member. Tributary Load Width: 3'  
 Primary Load Group - Office Bldgs - Lobbies (psf): 80.0 Live at 100 % duration, 15.0 Dead  
 Wind Load Group - 30.0 Live, 15.0 Dead

**SUPPORTS:**

	Input Width	Bearing Length	Vertical Reactions (lbs) Live/Dead/Uplift/Total	Detail	Other
1 Stud wall	3.50"	1.50"	1020 / 219 / -251 / 1239	By Others	None
2 Stud wall	3.50"	1.50"	1020 / 219 / -251 / 1239	By Others	None

-See TJ SPECIFIER'S / BUILDERS GUIDE for detail(s): By Others

**DESIGN CONTROLS:**

	Maximum	Design	Control	Control	Location
Shear (lbs)	1190	-1020	1485	Passed (69%)	Rt. end Span 1 under Floor (Primary Load Group) loading
Moment (Ft-Lbs)	2430	2430	2718	Passed (89%)	MID Span 1 under Floor (Primary Load Group) loading
Live Load Defl (in)		0.241	0.272	Passed (L/407)	MID Span 1 under Floor (Primary Load Group) loading
Total Load Defl (in)		0.292	0.408	Passed (L/335)	MID Span 1 under Floor (Primary Load Group) loading

-Deflection Criteria: STANDARD(LL:L/360,TL:L/240).

-Allowable moment was increased for repetitive member usage.

-Bracing(Lu): All compression edges (top and bottom) must be braced at 8' 6" o/c unless detailed otherwise. Proper attachment and positioning of lateral bracing is required to achieve member stability. [8' 6" o/c due to Primary Application Loads; 8' 6" o/c due to Wind Application Loads]

-2000 lbs concentrated load requirements for standard non-residential floors have been considered for reaction and shear.

-The allowable shear stress (Fv) has not been increased due to the potential of splits, checks and shakes. See NDS for applicability of increase.

-Analysis assumes continuous member. Lap joints, splices and finger joints significantly reduce member performance and have not been considered.

**ADDITIONAL NOTES:**

-IMPORTANT! The analysis presented is output from software developed by Trus Joist (TJ). TJ warrants the sizing of its products by this software will be accomplished in accordance with TJ product design criteria and code accepted design values. The specific product application, input design loads, and stated dimensions have been provided by the software user. This output has not been reviewed by a TJ Associate.

-Not all products are readily available. Check with your supplier or TJ technical representative for product availability.

-Solid sawn lumber analysis is in accordance with 1997 NDS methodology and is solely presented for comparison purposes. Program limitations and assumptions about this analysis are available through the software's On-line Help. Trus Joist does not warrant the analysis nor the performance of solid sawn lumber materials.

-Allowable Stress Design methodology was used for Building Code UBC analyzing the solid sawn lumber material listed above.

-Note: See TJ SPECIFIER'S / BUILDER'S GUIDES for multiple ply connection.

**PROJECT INFORMATION:**

La Te Da  
 1125 Duval St.  
 Key West, FL

**OPERATOR INFORMATION:**

laird ueberroth  
 LURA & Assoc.  
 1729 Seminary St  
 Key West, FL 33040  
 Phone : 1-703-532-5768  
 Fax : 1-877-402-8854  
 lairdu@bellsouth.net

DECK BEAM

3 Pcs of 1 1/2" x 5 1/2" 1.6E Solid Sawn Southern Pine #2

**THIS PRODUCT MEETS OR EXCEEDS THE SET DESIGN CONTROLS FOR THE APPLICATION AND LOADS LISTED**

Load Group: Primary Load Group

	^	8' 2.00"	^
Max. Vertical Reaction Total (lbs)	1239		1239
Max. Vertical Reaction Live (lbs)	1020		1020
Required Bearing Length in	1.50(W)		1.50(W)
Max. Unbraced Length (in)		102	

Loading on all spans, LDF = 0.90 , 1.0 Dead

Shear at Support (lbs)	180	-180
Max Shear at Support (lbs)	210	-210
Member Reaction (lbs)	210	210
Support Reaction (lbs)	219	219
Moment (Ft-Lbs)		429

Loading on all spans, LDF = 1.00 , 1.0 Dead + 1.0 Floor

Shear at Support (lbs)	1020	-1020
Max Shear at Support (lbs)	1190	-1190
Member Reaction (lbs)	1190	1190
Support Reaction (lbs)	1239	1239
Moment (Ft-Lbs)		2430
Live Deflection (in)		0.241
Total Deflection (in)		0.292

Load Group: Wind Load Group

	^	8' 2.00"	^
Max. Vertical Reaction Total (lbs)	-251		-251
Max. Vertical Reaction Live (lbs)	-383		-383
Required Bearing Length in	1.50(W)		1.50(W)
Max. Unbraced Length (in)		102	

Loading on all spans, LDF = 1.60 , 0.6 Dead + 1.0 Wind (uplift)

Shear at Support (lbs)	-207	207
Max Shear at Support (lbs)	-242	242
Member Reaction (lbs)	-242	-242
Support Reaction (lbs)	-251	-251
Moment (Ft-Lbs)		-493
Live Deflection (in)		-0.090
Total Deflection (in)		-0.059

**PROJECT INFORMATION:**

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1125 Duval St.  
Key West, FL

**OPERATOR INFORMATION:**

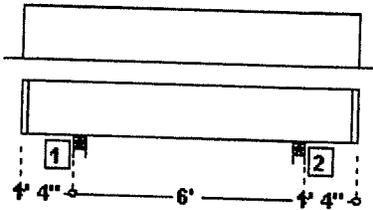
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DECK BEAM 2

3 Pcs of 1 1/2" x 5 1/2" 1.6E Solid Sawn Douglas Fir #2

**THIS PRODUCT MEETS OR EXCEEDS THE SET DESIGN CONTROLS FOR THE APPLICATION AND LOADS LISTED**

Overall Dimension: 8' 3"



Product Diagram is Conceptual.

**LOADS:**

Analysis is for a Drop Beam Member. Tributary Load Width: 6'  
 Primary Load Group - Office Bldgs - Lobbies (psf): 80.0 Live at 100 % duration, 15.0 Dead

**SUPPORTS:**

	Input Width	Bearing Length	Vertical Reactions (lbs) Live/Dead/Uplift/Total	Detail	Other
1	Stud wall 3.50"	1.50"	2172 / 416 / 0 / 2587	By Others	None
2	Stud wall 3.50"	1.50"	2172 / 416 / 0 / 2587	By Others	None

-See TJ SPECIFIER'S / BUILDERS GUIDE for detail(s): By Others

**DESIGN CONTROLS:**

	Maximum	Design	Control	Control	Location
Shear (lbs)	1736	-1388	1568	Passed (89%)	Rt. end Span 1 under Floor ADJACENT span loading
Moment (Ft-Lbs)	2241	2241	2472	Passed (91%)	MID Span 1 under Floor ALTERNATE span loading
Live Load Defl (in)		0.115	0.190	Passed (L/596)	MID Span 1 under Floor ALTERNATE span loading
Total Load Defl (in)		0.130	0.285	Passed (L/525)	MID Span 1 under Floor ALTERNATE span loading

- Deflection Criteria: STANDARD(LL:L/360,TL:L/240). Additional checks follow.
- Left Overhang:(LL:0.200", TL:0.200").
- Right Overhang:(LL:0.200", TL:0.200").
- Allowable moment was increased for repetitive member usage.
- Bracing(Lu): All compression edges (top and bottom) must be braced at 8' 8" o/c unless detailed otherwise. Proper attachment and positioning of lateral bracing is required to achieve member stability.
- 2000 lbs concentrated load requirements for standard non-residential floors have been considered for reaction and shear.
- The allowable shear stress (Fv) has not been increased due to the potential of splits, checks and shakes. See NDS for applicability of increase.
- Analysis assumes continuous member. Lap joints, splices and finger joints significantly reduce member performance and have not been considered.
- The load conditions considered in this design analysis include alternate and adjacent member pattern loading.

**PROJECT INFORMATION:**

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DECK BEAM 2

**3 Pcs of 1 1/2" x 5 1/2" 1.6E Solid Sawn Douglas Fir #2**

**THIS PRODUCT MEETS OR EXCEEDS THE SET DESIGN  
CONTROLS FOR THE APPLICATION AND LOADS LISTED**

**ADDITIONAL NOTES:**

- IMPORTANT! The analysis presented is output from software developed by Trus Joist (TJ). TJ warrants the sizing of its products by this software will be accomplished in accordance with TJ product design criteria and code accepted design values. The specific product application, input design loads, and stated dimensions have been provided by the software user. This output has not been reviewed by a TJ Associate.
- Not all products are readily available. Check with your supplier or TJ technical representative for product availability.
- Solid sawn lumber analysis is in accordance with 1997 NDS methodology and is solely presented for comparison purposes. Program limitations and assumptions about this analysis are available through the software's On-line Help. Trus Joist does not warrant the analysis nor the performance of solid sawn lumber materials.
- Allowable Stress Design methodology was used for Building Code UBC analyzing the solid sawn lumber material listed above.
- Note: See TJ SPECIFIER'S / BUILDER'S GUIDES for multiple ply connection.

**PROJECT INFORMATION:**

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DECK BEAM 2

3 Pcs of 1 1/2" x 5 1/2" 1.6E Solid Sawn Douglas Fir #2

**THIS PRODUCT MEETS OR EXCEEDS THE SET DESIGN CONTROLS FOR THE APPLICATION AND LOADS LISTED**

Load Group: Primary Load Group

	1' 5.75"	^	5' 8.50"	^	1' 5.75"
Max. Vertical Reaction Total (lbs)		2587		2587	
Max. Vertical Reaction Live (lbs)		2172		2172	
Required Bearing Length in		1.50 (W)		1.50 (W)	
Max. Unbraced Length (in)	104	104	104	104	104

Loading on all spans, LDF = 0.90 , 1.0 Dead

Shear at Support (lbs)	-84	216	-216	84	
Max Shear at Support (lbs)	-142	274	-274	142	
Member Reaction (lbs)		416		416	
Support Reaction (lbs)		416		416	
Moment (Ft-Lbs)	N/A	-105	286	-105	0

Loading on all spans, LDF = 1.00 , 1.0 Dead + 1.0 Floor

Shear at Support (lbs)	-504	1296	-1296	504	
Max Shear at Support (lbs)	-852	1644	-1644	852	
Member Reaction (lbs)		2496		2496	
Support Reaction (lbs)		2496		2496	
Moment (Ft-Lbs)	N/A	-630	1716	-630	0
Live Deflection (in)	-0.052		0.078		-0.052
Total Deflection (in)	-0.062		0.093		-0.062

ALTERNATE span loading on odd # spans, LDF = 1.00 , 1.0 Dead + 1.0 Floor

Shear at Support (lbs)	-504	216	-216	504	
Max Shear at Support (lbs)	-852	274	-274	852	
Member Reaction (lbs)		1126		1126	
Support Reaction (lbs)		1126		1126	
Moment (Ft-Lbs)	0	-630	-239	-630	0
Live Deflection (in)	0.043		-0.037		0.043
Total Deflection (in)	0.033		-0.021		0.033

ALTERNATE span loading on even # spans, LDF = 1.00 , 1.0 Dead + 1.0 Floor

Shear at Support (lbs)	-84	1296	-1296	84	
Max Shear at Support (lbs)	-142	1644	-1644	142	
Member Reaction (lbs)		1786		1786	
Support Reaction (lbs)		1786		1786	
Moment (Ft-Lbs)	N/A	-105	2241	-105	N/A
Live Deflection (in)	-0.095		0.115		-0.095
Total Deflection (in)	-0.106		0.130		-0.106

**PROJECT INFORMATION:**

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DECK BEAM 2

3 Pcs of 1 1/2" x 5 1/2" 1.6E Solid Sawn Douglas Fir #2

**THIS PRODUCT MEETS OR EXCEEDS THE SET DESIGN CONTROLS FOR THE APPLICATION AND LOADS LISTED**

ADJACENT span loading over support # 1, LDF = 1.00, 1.0 Dead + 1.0 Floor

Shear at Support (lbs)	-504	1388	-1204	84
Max Shear at Support (lbs)	-852	1736	-1552	142
Member Reaction (lbs)		2587		1694
Support Reaction (lbs)		2587		1694
Moment (Ft-Lbs)	N/A	-630	1986	-105 0
Live Deflection (in)	-0.065		0.096	-0.082
Total Deflection (in)	-0.075		0.112	-0.093

ADJACENT span loading over support # 2, LDF = 1.00, 1.0 Dead + 1.0 Floor

Shear at Support (lbs)	-84	1204	-1388	504
Max Shear at Support (lbs)	-142	1552	-1736	852
Member Reaction (lbs)		1694		2587
Support Reaction (lbs)		1694		2587
Moment (Ft-Lbs)	N/A	-105	1986	-630 0
Live Deflection (in)	-0.082		0.096	-0.065
Total Deflection (in)	-0.093		0.112	-0.075

**PROJECT INFORMATION:**

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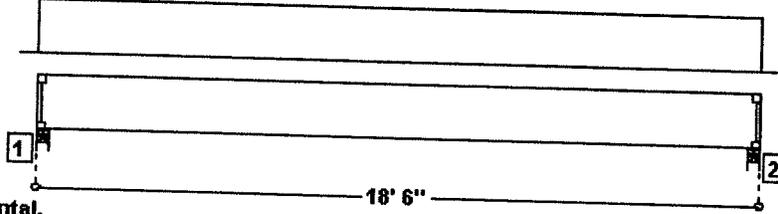
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BEAM APRON EDGE PEERPENDICULAR TO DUVAL ST

2 Pcs of 1 3/4" x 9 1/2" 1.9E Microllam® LVL

**THIS PRODUCT MEETS OR EXCEEDS THE SET DESIGN CONTROLS FOR THE APPLICATION AND LOADS LISTED**

Member Slope: 0/12 Roof Slope 0/12



All dimensions are horizontal.

Product Diagram is Conceptual.

**LOADS:**

Analysis is for a Drop Beam Member. Tributary Load Width: 4'  
 Primary Load Group - Roof (psf): 20.0 Live at 125 % duration, 15.0 Dead  
 Wind Load Group - 30.0 Live, 15.0 Dead

**SUPPORTS:**

	Input Width	Bearing Length	Vertical Reactions (lbs) Live/Dead/Uplift/Total	Detail	Other
1	Stud wall 3.50"	1.50"	-1110 / 640 / -725 / 1380	L1: Blocking	1 Ply 1 3/4" x 9 1/2" 1.9E Microllam® LVL
2	Stud wall 3.50"	1.50"	-1110 / 640 / -725 / 1380	L1: Blocking	1 Ply 1 3/4" x 9 1/2" 1.9E Microllam® LVL

-See TJ SPECIFIER'S / BUILDERS GUIDE for detail(s): L1: Blocking

**DESIGN CONTROLS:**

	Maximum	Design	Control	Control	Location
Shear (lbs)	1355	-1218	7897	Passed (15%)	Rt. end Span 1 under Roof (Primary Load Group) loading
Moment (Ft-Lbs)	6154	6154	14719	Passed (42%)	MID Span 1 under Roof (Primary Load Group) loading
Live Load Defl (in)		0.425	0.606	Passed (L/513)	MID Span 1 under Roof (Primary Load Group) loading
Total Load Defl (in)		0.792	0.908	Passed (L/275)	MID Span 1 under Roof (Primary Load Group) loading

-Deflection Criteria: STANDARD(LL:L/360,TL:L/240).

-Bracing(Lu): All compression edges (top and bottom) must be braced at 9' 2" o/c unless detailed otherwise. Proper attachment and positioning of lateral bracing is required to achieve member stability. [9' 2" o/c due to Primary Application Loads; 9' 2 1/4" o/c due to Wind Application Loads]

-Design assumes adequate continuous lateral support of the compression edge.

**ADDITIONAL NOTES:**

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-Not all products are readily available. Check with your supplier or TJ technical representative for product availability.

-THIS ANALYSIS FOR TRUS JOIST PRODUCTS ONLY! PRODUCT SUBSTITUTION VOIDS THIS ANALYSIS.

-Allowable Stress Design methodology was used for Building Code UBC analyzing the TJ Distribution product listed above.

-Note: See TJ SPECIFIER'S / BUILDER'S GUIDES for multiple ply connection.

**PROJECT INFORMATION:**

La Te Da  
 1125 Duval St  
 Key West, Fl

**OPERATOR INFORMATION:**

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 LURA & Assoc.  
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 Fax : 1-877-402-8854  
 lairdu@bellsouth.net

BEAM APRON EDGE PEERPENDICULAR TO DUVAL ST

**2 Pcs of 1 3/4" x 9 1/2" 1.9E Microllam® LVL**

**THIS PRODUCT MEETS OR EXCEEDS THE SET DESIGN CONTROLS FOR THE APPLICATION AND LOADS LISTED**

Load Group: Primary Load Group

	^ 18' 2.00" ^	
Max. Vertical Reaction Total (lbs)	1380	1380
Max. Vertical Reaction Live (lbs)	740	740
Required Bearing Length in	1.50(W)	1.50(W)
Max. Unbraced Length (in)	110	

Loading on all spans, LDF = 0.90 , 1.0 Dead

Shear at Support (lbs)	565	-565
Max Shear at Support (lbs)	628	-628
Member Reaction (lbs)	628	628
Support Reaction (lbs)	640	640
Moment (Ft-Lbs)	2854	

Loading on all spans, LDF = 1.25 , 1.0 Dead + 1.0 Floor + 1.0 Roof

Shear at Support (lbs)	1218	-1218
Max Shear at Support (lbs)	1355	-1355
Member Reaction (lbs)	1355	1355
Support Reaction (lbs)	1380	1380
Moment (Ft-Lbs)	6154	
Live Deflection (in)	0.425	
Total Deflection (in)	0.792	

Load Group: Wind Load Group

	^ 18' 2.00" ^	
Max. Vertical Reaction Total (lbs)	-725	-725
Max. Vertical Reaction Live (lbs)	-1110	-1110
Required Bearing Length in	1.50(W)	1.50(W)
Max. Unbraced Length (in)	110	

Loading on all spans, LDF = 1.60 , 0.6 Dead + 1.0 Wind (uplift)

Shear at Support (lbs)	-641	641
Max Shear at Support (lbs)	-713	713
Member Reaction (lbs)	-713	-713
Support Reaction (lbs)	-725	-725
Moment (Ft-Lbs)	-3238	
Live Deflection (in)	-0.637	
Total Deflection (in)	-0.417	

**PROJECT INFORMATION:**

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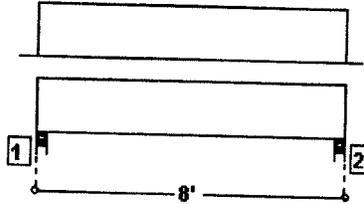
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BEAM AT DUVAL ST

5 1/2" x 7 1/2" 1.6E Solid Sawn Douglas Fir #1

**THIS PRODUCT MEETS OR EXCEEDS THE SET DESIGN CONTROLS FOR THE APPLICATION AND LOADS LISTED**

Member Slope: 0/12 Roof Slope 0/12



All dimensions are horizontal.

Product Diagram is Conceptual.

**LOADS:**

Analysis is for a Drop Beam Member. Tributary Load Width: 4'  
 Primary Load Group - Roof (psf): 20.0 Live at 125 % duration, 15.0 Dead  
 Wind Load Group - 30.0 Live, 15.0 Dead

**SUPPORTS:**

	Input	Bearing	Vertical Reactions (lbs)	Detail	Other
	Width	Length	Live/Dead/Uplift/Total		
1	Stud wall 3.50"	1.50"	-480 / 279 / -312 / 599	By Others	None
2	Stud wall 3.50"	1.50"	-480 / 279 / -312 / 599	By Others	None

-See TJ SPECIFIER'S / BUILDERS GUIDE for detail(s): By Others

**DESIGN CONTROLS:**

	Maximum	Design	Control	Control	Location
Shear (lbs)	574	-462	2922	Passed (16%)	Rt. end Span 1 under Roof (Primary Load Group) loading
Moment (Ft-Lbs)	1101	1101	7251	Passed (15%)	MID Span 1 under Roof (Primary Load Group) loading
Live Load Defl (in)		0.020	0.256	Passed (L/999+)	MID Span 1 under Roof (Primary Load Group) loading
Total Load Defl (in)		0.038	0.383	Passed (L/999+)	MID Span 1 under Roof (Primary Load Group) loading

-Deflection Criteria: STANDARD(LL:L/360,TL:L/240).

-Bracing(Lu): All compression edges (top and bottom) must be braced at 8' o/c unless detailed otherwise. Proper attachment and positioning of lateral bracing is required to achieve member stability. [8' o/c due to Primary Application Loads; 8' o/c due to Wind Application Loads]

-The allowable shear stress (Fv) has not been increased due to the potential of splits, checks and shakes. See NDS for applicability of increase.

-Analysis based on vertical loads only and assumes structural supports as noted in the input. Axial loads are not considered in this analysis.

-Design assumes adequate continuous lateral support of the compression edge.

**ADDITIONAL NOTES:**

-IMPORTANT! The analysis presented is output from software developed by Trus Joist (TJ). TJ warrants the sizing of its products by this software will be accomplished in accordance with TJ product design criteria and code accepted design values. The specific product application, input design loads, and stated dimensions have been provided by the software user. This output has not been reviewed by a TJ Associate.

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-Solid sawn lumber analysis is in accordance with 1997 NDS methodology and is solely presented for comparison purposes. Program limitations and assumptions about this analysis are available through the software's On-line Help. Trus Joist does not warrant the analysis nor the performance of solid sawn lumber materials.

-Allowable Stress Design methodology was used for Building Code UBC analyzing the solid sawn lumber material listed above.

**PROJECT INFORMATION:**

LaTeDa  
 1125 Duval St  
 Key West, FL

**OPERATOR INFORMATION:**

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BEAM AT DUVAL ST

**5 1/2" x 7 1/2" 1.6E Solid Sawn Douglas Fir #1**

**THIS PRODUCT MEETS OR EXCEEDS THE SET DESIGN CONTROLS FOR THE APPLICATION AND LOADS LISTED**

Load Group: Primary Load Group

	^	7' 8.00"	^
Max. Vertical Reaction Total (lbs)	599		599
Max. Vertical Reaction Live (lbs)	320		320
Required Bearing Length in	1.50(W)		1.50(W)
Max. Unbraced Length (in)	96		

Loading on all spans, LDF = 0.90 , 1.0 Dead

Shear at Support (lbs)	215	-215
Max Shear at Support (lbs)	268	-268
Member Reaction (lbs)	268	268
Support Reaction (lbs)	279	279
Moment (Ft-Lbs)	513	

Loading on all spans, LDF = 1.25 , 1.0 Dead + 1.0 Floor + 1.0 Roof

Shear at Support (lbs)	462	-462
Max Shear at Support (lbs)	574	-574
Member Reaction (lbs)	574	574
Support Reaction (lbs)	599	599
Moment (Ft-Lbs)	1101	
Live Deflection (in)	0.020	
Total Deflection (in)	0.038	

Load Group: Wind Load Group

	^	7' 8.00"	^
Max. Vertical Reaction Total (lbs)	-312		-312
Max. Vertical Reaction Live (lbs)	-480		-480
Required Bearing Length in	1.50(W)		1.50(W)
Max. Unbraced Length (in)	96		

Loading on all spans, LDF = 1.60 , 0.6 Dead + 1.0 Wind (uplift)

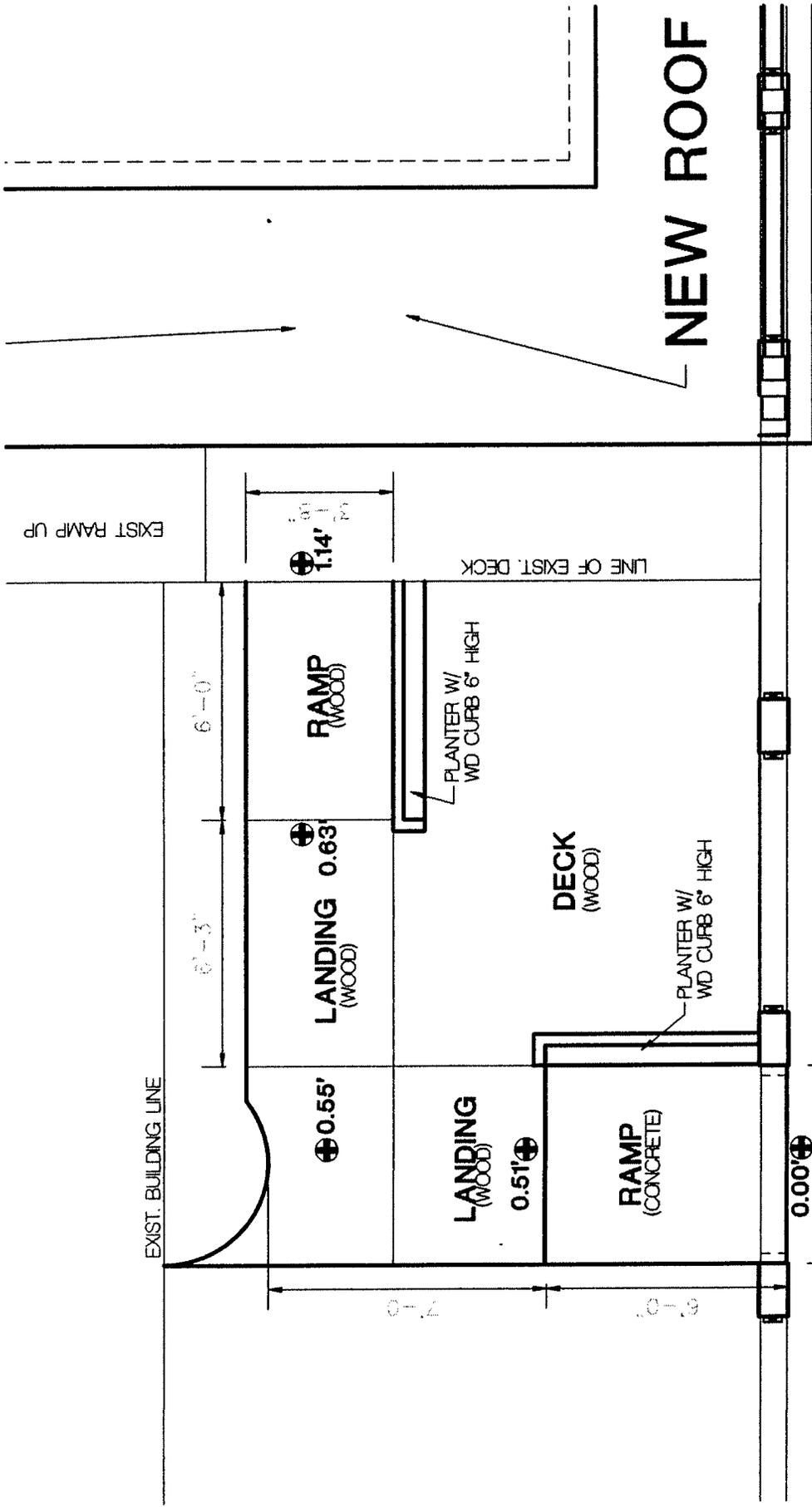
Shear at Support (lbs)	-241	241
Max Shear at Support (lbs)	-299	299
Member Reaction (lbs)	-299	-299
Support Reaction (lbs)	-312	-312
Moment (Ft-Lbs)	-574	
Live Deflection (in)	-0.030	
Total Deflection (in)	-0.020	

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**NEW ROOF**

*[Handwritten signature]*

<p><b>Laird Ueberroth, RA + Assoc., Architects</b>          1729 Seminary St, Key West, FL 33040          Phone: 295-2926 or 305-849-9076 email Lairdu@bellsouth.net Fax: 1-877-402-8854</p>	
<p><b>La Te Da Inn ADA Deck and Ramp</b>          1125 Duval St, Key West, FL 33040</p>	
<p>DATE: August 15, 2006</p>	

51 OF SHEETS

**This Instrument prepared by:  
Wendy Mitchler, Esquire  
2477 East Commercial Boulevard, #102  
Fort Lauderdale, FL 33308**

## **MORTGAGE DEED AND SECURITY AGREEMENT**

THIS MORTGAGE DEED and SECURITY AGREEMENT executed this **20th day of January 2006**, is by and between **LA TE DA REDUX, INC.**, a Florida corporation, whose address is **1125 Duval Street, Key West, FL 33040** (the "Mortgagor") and **OptimumBank**, a Florida banking corporation, whose address is **2477 East Commercial Boulevard, Fort Lauderdale, FL 33308** ("Mortgagee").

**WITNESSETH:**

That for good and valuable consideration, including, but not limited to, the aggregate sum of money named in the Promissory Note of even date herewith, in the original principal amount of **THREE MILLION ONE HUNDRED THOUSAND AND 00/100 DOLLARS (\$3,100,000.00)** (the "Promissory Note"), Mortgagor grants, bargains, sells, aliens, remises, releases, conveys and confirms to Mortgagee, in fee simple, the following described real estate, of which Mortgagor is now seized and possessed and in actual possession, situated in the County of **Monroe**, state of Florida to-wit:

**SEE ATTACHED EXHIBIT "A" INCORPORATED HEREIN.**

TOGETHER WITH all structures and improvements now or hereafter on the land, and the fixtures attached to it, and all mechanical systems, appliances, equipment, fixtures, landscaping and appurtenances which are now or may hereafter pertain to or be used with, in or on the premises, though they be either detached or detachable.

TOGETHER WITH all easements, rights-of-way, strips and gores of land, streets, ways, alleys, passages, sewer rights, water, all permits and governmental approvals, and all estates, rights, title, interest, privileges, liberties, tenements, hereditaments and appurtenances whatsoever, in any way belonging, relating or appertaining to any of the property described above, or which hereafter shall in any way belong, relate or be appurtenant to it, whether now owned or hereafter acquired by Mortgagor, and the reversion and reversions, remainder and remainders, rents, issues, and profits of it, and all the estate, right, title, interest, property, possession, claim and demand whatsoever, at law as well as in equity, of Mortgagor of, in and to the same, including, but not limited to all judgments, awards of damages and settlements hereafter made resulting from condemnation proceedings or the taking of the mortgaged property or any part of it under the power of eminent domain, the alteration of the grade of any street, or for any damage (whether caused by any taking or otherwise to the mortgaged property or any part of it, or to any rights appurtenant to it) and all proceeds of any sales or other dispositions of the mortgaged property or any part of it (all of which, together with the land, the improvements, the rights, titles and interests described in this Mortgage, and any additional property hereafter acquired by Mortgagor and subject to the lien of this Mortgage or intended to be, is the "Mortgaged Property").

TOGETHER WITH a security interest in (i) all property, equipment, fixtures and improvements owned by Mortgagor affixed to or located upon the land; (ii) all articles of personal property and all materials delivered to the Mortgaged Property for use in any construction being conducted on it and owned by Mortgagor; (iii) all contract rights, general intangibles, actions and rights of action, including all rights to insurance proceeds; and, (iv) all proceeds, products, replacements, additions, substitutions, renewals and accessions of any of the foregoing. Mortgagor grants to Mortgagee a security interest in all fixtures, rights in action and personal property described in this Mortgage. This Mortgage is a self operative security agreement with respect to the property, but Mortgagor agrees to execute and deliver on demand any other security agreements, financing statements and other instruments as Mortgagee may request in order to confirm, perfect, preserve and maintain its security interest or to impose the lien or priority of this Mortgage more specifically upon any of the property. Mortgagor shall pay to Mortgagee, on demand, any expenses incurred by Mortgagee in connection with the preparation, execution and filing of any such documents. Mortgagee shall have, in addition to those rights and remedies specified in this Mortgage, all the rights and remedies of a secured party under the Uniform Commercial Code as enacted in the State of Florida.

TO HAVE AND TO HOLD the same, together with the tenements, hereditaments and appurtenances, unto Mortgagee, in fee simple.

AND MORTGAGOR covenants with Mortgagee that Mortgagor is indefeasibly seized of the Mortgaged Property in fee simple; that Mortgagor has full power and lawful right to convey the Mortgaged Property in fee simple as aforesaid; that it shall be lawful for Mortgagor at all times peaceably and quietly to enter upon, hold and occupy the Mortgaged Property; that the Mortgaged Property is free and clear of all other and prior and subordinate liens, assessments, judgments, taxes and encumbrances, except taxes for the current year which are not yet due and payable and those matters specifically set forth in this Mortgage and shall remain free and clear of those matters for so long as the indebtedness secured by this Mortgage remains outstanding; that Mortgagor will make all further assurances to perfect the fee simple title to Mortgaged Property in Mortgagor as may reasonably be required; and that Mortgagor does warrant the title to the Mortgaged Property and will defend the same against the lawful claims of all persons whomsoever.

PROVIDED ALWAYS that if the Mortgagor shall pay to the Mortgagee the sum of money aggregating **THREE MILLION ONE HUNDRED THOUSAND AND 00/100 DOLLARS (\$3,100,000.00)** evidenced by the Promissory Note, and due and payable in the manner specified in that instrument, together with interest as provided in it, and shall pay all other sums provided to be paid by this Mortgage, and shall perform, comply with and abide by the stipulations, agreements, conditions and covenants of the Promissory Note, of this Mortgage and of any other agreement or document executed in connection with this loan transaction (each a "Loan Document" and collectively; the "Loan Documents"), then this Mortgage and the estate created by this Mortgage shall cease and be null and void.

And the Mortgagor further covenants and agrees as follows:

1. To pay all and singular the principal and interest and other sums of money payable by virtue of the Promissory Note and this Mortgage, promptly on the days respectively the same severally come due.

2. Promptly to pay when due all and singular, each and every, taxes (including, without limitation, documentary stamp and intangible taxes), assessments, levies, water, sewer and waste charges, license fees, liabilities, obligations and encumbrances of every nature in connection with or with respect to this Mortgage, the Promissory Note or the Mortgaged Property, and to deliver to Mortgagee, on or before February 1, of each year, tax receipts evidencing the payment of all lawfully imposed real estate taxes upon the Mortgaged Property for the preceding calendar year; to deliver to Mortgagee receipts evidencing the payment of all liens for public improvements within thirty (30) days after same shall become due and payable, and to pay or discharge within thirty (30) days prior to the due date, any and all governmental levies that may be made on the Mortgaged Property, on this Mortgage or the Promissory Note or in any other way resulting from the indebtedness secured by this Mortgage. If the same shall not be promptly paid, the Mortgagee may, at any time either before or after delinquency, pay the same without waiving or affecting its option to foreclose or any right under this Mortgage, and every payment so made shall be secured by the lien of this Mortgage and shall bear interest from the date of it at the lower of (a) 24.5% per annum; or, (b) the maximum rate of interest permitted to be charged to Mortgagor under Florida law (the "Default Rate").

3. To keep the buildings, fixtures, chattels, improvements and personal property now or hereafter on the Mortgaged Property and the fixtures and personal property contained in it, insured by a company or companies approved by the Mortgagee, with extended coverage and broad form coverage, against loss or damage by fire, flood, windstorm, lightning, hail, riot, vehicles, explosion, smoke, falling objects, collapse, breakage of glass, sprinkler leakage, water damage, vandalism and malicious mischief, theft and such other perils as Mortgagee may from time to time require in such amounts as Mortgagee may require and so that Mortgagee's interest is not subject to co-insurance, and the policy or policies shall contain a Standard Mortgagee Clause, provide for thirty (30) days prior written notice to Mortgagee of cancellation, be held by and be payable to Mortgagee, and, if requested by Mortgagee, include a waiver of subrogation clause. In the event of loss, Mortgagor shall give immediate notice by mail to Mortgagee and Mortgagee may make proof of loss if not made promptly by Mortgagor. Each insurance company concerned is hereby authorized and directed to make payments for such loss directly to Mortgagee instead of either to Mortgagor or to Mortgagee and Mortgagor jointly. Mortgagee shall have the option to receive and apply all payments on account of the indebtedness secured by this Mortgage (and, in connection with it, Mortgagee shall have the right to settle, adjust and compromise any claims for loss, damage or destruction), or permit Mortgagor to receive or use all or any part of those payments, for any purposes without waiving or impairing the equity, lien or right under and by virtue of this Mortgage. If Mortgagor defaults in so insuring the Mortgaged Property or any part thereof or in so assigning and delivering the policies, at its option Mortgagee may effect such insurance from year to year and pay the premiums therefor, and any such sums advanced by Mortgagee shall bear interest, shall be paid and shall be secured as provided in Paragraph 2. Mortgagor shall maintain liability insurance with a company approved by Mortgagee in such amount as Mortgagee may require and Mortgagee shall be named an additional insured. Not less than thirty (30) days prior to the expiration of each policy furnished by Mortgagor under this paragraph, Mortgagor will deliver to Mortgagee a renewal

policy or policies accompanied by evidence of payment satisfactory to Mortgagee. Each policy of insurance required under this Mortgage shall be non-cancelable without at least thirty (30) days advance written notice to Mortgagee. Mortgagor assigns and will deliver to Mortgagee all policies of insurance as additional security and in the event of a foreclosure of this Mortgage, the purchaser of the Mortgaged Property shall succeed to all rights of Mortgagor under all policies of insurance, including rights to proceeds and unearned premiums. Mortgagor shall maintain such additional insurance as may be necessary to meet and comply with all co-insurance requirements to the end that Mortgagor is not a co-insurer under any of the insurance policies. Mortgagee shall have the right to review the forms, coverages, amounts, and duration of such insurance policies from time to time and to require, upon giving Mortgagor thirty (30) days advance written notice thereof, that the forms, coverages, amounts, or duration of such policies be changed or modified so as to reasonably protect Mortgagee's interests. Mortgagor shall maintain such additional insurance covering such other risks as the Mortgagee may require in such amounts and forms as Mortgagee shall require.

4. To keep the Mortgaged Property in good order and repair, to operate the Mortgaged Property in a first class manner, promptly to repair, replace or restore any part of the Mortgaged Property which may become damaged, destroyed, lost or unsuitable for use, not to remove, demolish or materially alter any buildings now or hereafter erected on the Mortgaged Property and to permit, commit and suffer no waste, impairment, abandonment or deterioration of the Mortgaged Property or any part of it, and upon the failure of Mortgagor to continuously keep the buildings and personal property on the Mortgaged Property in first class condition and repair. Mortgagee may demand any or all of the following in addition to any other remedies provided in this Mortgage, at law or in equity: the immediate repair or restoration of the Mortgaged Property, an increase in the amount of security, or the immediate repayment of the debt secured by this Mortgage. Mortgagee shall have the right from time to time upon reasonable notice to inspect the Mortgaged Property.

5. Promptly to perform, comply with and abide by: (i) all present and future laws, ordinances, regulations and rules of any governmental authority affecting the Mortgaged Property; and, (ii) any restrictive covenants affecting the Mortgaged Property, and not suffer or permit any violations of them.

6. Promptly to perform, comply with and abide by each and every stipulation, agreement, condition and covenant set forth in the Promissory Note, this Mortgage and any of the other Loan Documents, all at Mortgagor's sole cost and expense.

7. To pay all and singular the costs, charges, and expenses, including reasonable attorneys' (including paralegals') fees (whether or not suit is instituted and in connection with all proceedings, including post judgment proceedings), incurred or paid at any time by Mortgagee because of the failure of Mortgagor to perform, comply with and abide by each and every stipulation, agreement, condition and covenant of the Promissory Note or this Mortgage, and every payment shall bear interest from the date of payment at the Default Rate.

8. That if any action or proceeding shall be commenced to which the holder of this Mortgage is made a party, or in which it shall become necessary to defend or uphold the lien of this Mortgage, all sums paid by the holder of this Mortgage for the expense of any litigation to prosecute or defend the rights and liens created by this Mortgage or otherwise (including reasonable attorneys' and appellate attorneys' fees, which shall include paralegals' fees, in

connection with all proceedings, including postjudgment proceedings, and regardless of the merits or outcome of those proceedings) shall be paid by Mortgagor, together with interest on it at the Default Rate, and any sum and the interest on it shall be a claim upon the Mortgaged Property and shall be deemed to be secured by this Mortgage and shall be payable by Mortgagor immediately upon demand by Mortgagee, and the failure of Mortgagor to do so shall constitute a default of the Promissory Note and this Mortgage.

9. That acceptance of part payment of any installment of principal or interest or both, or of part performance of any covenant or delay for any period of time in exercising the option to mature the entire debt, shall not operate as a waiver of the right to exercise any option or act on any default, partial acceptance or any subsequent default.

10. In the event of a default in any of the terms of this Mortgage, or the filing of a complaint or other form of pleading to foreclose this or any other mortgage or lien encumbering the Mortgaged Property or any portion of it, the Mortgagee shall immediately be entitled, as a matter of right and without regard to the value of the Mortgaged Property or solvency or insolvency of the parties, to the appointment (without notice to Mortgagor, which notice Mortgagor waives) of a Receiver of the Mortgaged Property, both real and personal, and of the rents, issues and profits of it, with the usual power of Receivers in those cases, and the Receiver may be continued in possession of the Mortgaged Property until the time of the sale of it, under any foreclosure, and until the confirmation of any sale by the Court, or until Mortgagee consents to his withdrawal. All expenses of the Receiver shall be payable by Mortgagor and those amounts shall be secured by this Mortgage. The foregoing is agreed to, in part, in recognition of the fact that a delay in the management, development, disposition or other activity involving the Mortgaged Property may substantially adversely affect Mortgagee's security. **MORTGAGOR HEREBY SPECIFICALLY WAIVES THE RIGHT TO OBJECT TO THE APPOINTMENT OF A RECEIVER AS AFORESAID AND HEREBY EXPRESSLY CONSENTS THAT SUCH APPOINTMENT SHALL BE MADE AS AN ADMITTED EQUITY AND AS A MATTER OF ABSOLUTE RIGHT TO MORTGAGEE AND AGREES THAT THE SAME MAY BE DONE WITHOUT NOTICE TO MORTGAGOR. MORTGAGOR FURTHER AGREES THAT THE RECEIVER SHALL HAVE ALL RIGHTS CONFERRED BY LAW, AND, IF NOT CONFERRED BY LAW, THE RIGHT TO COMPLETE ANY CONSTRUCTION ALREADY COMMENCED ON THE PREMISES AND/OR TO MAKE NECESSARY REPAIRS TO KEEP THE MORTGAGED PROPERTY IN PROPER CONDITION DURING THE PERIOD OF RECEIVERSHIP.**

11. If foreclosure proceedings should be instituted on any mortgage superior or inferior to this Mortgage or if any foreclosure proceeding is instituted on any lien of any kind which affects the Mortgaged Property or any portion of it, Mortgagee may, at its option, immediately or thereafter declare this Mortgage and the indebtedness secured by this Mortgage due and payable. Any default on any mortgage superior or inferior to this Mortgage, including failure to pay any mortgage when due and in accordance with its terms or failure to abide by the terms of any mortgage, shall be deemed a breach of this Mortgage and Mortgagee, at its option, may immediately or thereafter declare this Mortgage and the indebtedness secured by this Mortgage due and payable.

12. Any notice, statement, demand or other communication required or permitted to be given or made by either party under this Mortgage or under any other Loan Document shall be in

writing and shall be deemed properly given and made if served personally or if sent by registered or certified mail, postage prepaid, return receipt requested, to the addresses first set forth above or at any other address as may from time to time be designated in writing in conformity with this Mortgage. Notice given by the attorney for any party shall be as effective as if given by that party.

13. Mortgagor shall be in default under this Mortgage and the Promissory Note upon the happening of any of the following events, circumstances or conditions (each is an "Event of Default"), to wit: (a) If Mortgagor shall file a voluntary petition in bankruptcy or shall be adjudicated bankrupt or insolvent, or shall file any petition or answer seeking any reorganization, arrangement, composition, readjustment, liquidation, wage earner's plan, assignment for the benefit of creditors, receivership, dissolution or similar relief under any present or future Federal Bankruptcy Code or any other present or future applicable federal, state or other statute or law, or shall seek or consent to or acquiesce in the appointment of any trustee, receiver or liquidator of Mortgagor or all or any part of the properties of Mortgagor; or (b) if within ten (10) days after commencement of any proceeding against Mortgagor seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution, debtor relief or similar relief under any present or future Federal Bankruptcy Code or any other present or future federal, state or other statute or law, that proceeding shall not have been dismissed, or stayed on appeal; or (c) if within ten (10) days after the appointment, without the consent or acquiescence of Mortgagor, of any trustee, receiver, or liquidator of Mortgagor, or of all or any portion of the Mortgaged Property, that appointment shall not have been vacated or stayed on appeal or otherwise; or (d) if, within ten (10) days after the expiration of any stay, that appointment shall not have been vacated; or (e) if there are any attachments or garnishments issued against Mortgagor or any guarantor which are not discharged or bonded off within thirty (30) days after such issuance; or (f) if a judgment is entered against the Mortgagor or any guarantor which is not satisfied or bonded off within thirty (30) days after the rendition thereof; or (g) if an officer of Mortgagee determines that a material adverse change has occurred in the financial condition of the Mortgagor from the condition set forth in the most recent financial statements of the Mortgagor furnished to the Mortgagee or from the condition of the Mortgagor as most recently disclosed to the Mortgagee in any manner; or (h) if Mortgagor fails to furnish annually to Mortgagee updated financial statements within the latter of 20 days following Mortgagee's written request, or ninety (90) days of the end of each calendar year, including a sworn itemized statement on all annual earnings and expenses of the Property, and copies of Federal Income Tax Returns within the latter of 20 days following Mortgagee's written request or forty five (45) days of submission of same to the IRS, all prepared in form and substance acceptable to Mortgagee; or (i) upon the death of any Mortgagor or guarantor or dissolution of any entity comprising the Mortgagor or any guarantor; or (j) the determination by the Mortgagee that any material warranty, representation, certification or statement of the Mortgagor or any guarantor pertaining to or in connection with the loan evidenced by this Mortgage (the "Loan") is not true; or (k) any breach of or failure to fulfill or carry out any of the covenants contained in this Mortgage, the Promissory Note or any of the Loan Documents; or (l) Mortgagor's filing for record, without the prior written consent of Mortgagee, which Mortgagee may grant or withhold in its sole discretion, of any notice **limiting** the maximum principal amount that may be secured by this Mortgage to an amount **less than the** limit set forth in the future advance clause in paragraph 16 of this Mortgage; or (m) any **sale**, transfer (whether voluntary or by operation of law), pledge, hypothecation or **further** encumbrancing of all or any part of the Mortgaged Property or any interest therein or any **interest** in Mortgagor, or the additional assignment of all or any part of the rents, income or **profits** arising therefrom, in either case without the prior written consent of Mortgagee, **which**

Mortgagee may grant or withhold in its sole discretion; or (n) Mortgagor's failure to remove any involuntary lien on the Mortgaged Property or any part thereof within twenty (20) days after its filing, or the filing of any suit against the Mortgaged Property upon any claim or lien other than this Mortgage (whether superior or inferior to this Mortgage); or (o) Mortgagor's failure to comply, within ten (10) days, with a requirement, order or notice of violation of a law, ordinance, or regulation issued or promulgated by any political subdivision or governmental department claiming jurisdiction over the Mortgaged Property or any operation conducted on the Mortgaged Property (or, if such order or notice provides a time period for compliance, Mortgagor's failure to comply within such period), or, in the case of a curable noncompliance requiring longer than the applicable time period for its cure, Mortgagor's failure to commence to comply with said order or notice within said period or failure thereafter to pursue such cure diligently to completion; or (p) the issuance of any order by the State of Florida, or any subdivision, instrumentality, administrative board or department thereof declaring unlawful or suspending any operation conducted on the Mortgaged Property; or (q) the filing by the United States of America or any instrumentality thereof in any court of competent jurisdiction of any notice of intention to acquire under the power of eminent domain any estate less than an estate in fee simple in the entire Mortgaged Property, or the recording by the State of Florida, any instrumentality thereof or any other person with eminent domain powers, of a notice of taking of any estate less than an estate in fee simple in the entire Property: (r) if Mortgagor or any guarantor (each is an "Obligor") shall have concealed, transferred, removed, or permitted to be concealed or transferred or removed, any part of such Obligor's property with intent to hinder, delay or defraud any of such Obligor's creditors, or if any Obligor shall have made or suffered a transfer of any of such Obligor's properties which may be invalid under any bankruptcy, fraudulent conveyance, preference or similar law, or if any Obligor shall have made any transfer of such Obligor's properties to or for the benefit of any creditor at a time when other creditors similarly situated have not been paid. Upon the occurrence of an Event of Default, this Mortgage shall be in default and the unpaid balance of the Promissory Note with all accrued interest on it and all monies secured by it shall, at the option of the Mortgagee, become immediately due and payable, and Mortgagee shall have any other remedies provided herein, in the Promissory Note, in any other Loan Document or as otherwise provided at law or in equity.

14. If any of the sums of money referred to in this Mortgage or the Promissory Note are not promptly and fully paid after the same severally come due and payable, or if each and every stipulation, agreement, condition and covenants of the Promissory Note and this Mortgage, or any other Loan Document, is not duly performed and abided by, prior to the expiration of any applicable grace periods, the aggregate sum mentioned in the Promissory Note then remaining unpaid, with accrued interest, and all monies secured by this Mortgage, shall, at the option of Mortgagee, become due and payable forthwith or thereafter, as fully and completely as if all of the sums of money were originally stipulated to be paid on that day, anything in the Promissory Note, in this Mortgage or in any other Loan Document to the contrary notwithstanding; and thereafter, at the option of Mortgagee, without notice or demand, suit at law or in equity may be prosecuted as if all moneys secured by this Mortgage had matured prior to its institution.

15. Mortgagor shall exhibit to Mortgagee written receipts establishing payment of any sums required to be paid under any mortgage or other lien obligation, no later than fifteen (15) days prior to the time that acceleration of any mortgage for delinquency of any other lien obligation could be declared for non-payment of it. Without limiting the foregoing, Mortgagor will keep and maintain the Mortgaged Property free from all liens of persons supplying labor and materials entering into the construction, modification or repair of the Mortgaged Property and if

any liens shall be filed against the Mortgaged Property, Mortgagor agrees to discharge the same of record within ten (10) days after the same shall have been filed.

16. That it is the intent of this Mortgage to secure payment of the Promissory Note and any other obligations of Mortgagor to Mortgagee under this Mortgage, whether the entire amount shall have been advanced to Mortgagor, at the date of this Mortgage or at a later date, and to secure any other amount or amounts that may be added to the indebtedness secured by this Mortgage under the terms of this Mortgage. The total amount of indebtedness secured by this Mortgage may decrease or increase from time to time, but the total unpaid balance so secured at anyone time shall not exceed a principal sum equal to 200% of the original principal amount of the Promissory Note, plus interest on it and any disbursements made for the payment of taxes, levies or insurance on the Mortgaged Property with interest on it; and this Mortgage shall secure any and all additional or further monies which may be advanced by Mortgagee to Mortgagor after the date of this Mortgage as if any additional or further advances were made on the date of this Mortgage, whether or not any future advances of money are evidenced by a note or notes executed by Mortgagor to Mortgagee, but any and all future advances secured by this Mortgage shall be made not more than twenty (20) years after the date of this Mortgage. Mortgagor shall not file a notice pursuant to Section 697.04, Florida Statutes (or any successor to it), limiting the right of Mortgagee to make any additional or further advances with priority as specified in this Mortgage. Nothing contained in this Mortgage shall be deemed an obligation on the part of Mortgagee to make any future advances.

17. That in the event the Mortgaged Property or any part of it shall be condemned or taken for public use under the power of eminent domain or shall be damaged or destroyed, Mortgagee shall have the right to demand that all damages awarded for the taking of or damage to the Mortgaged Property and all insurance proceeds shall be paid to Mortgagee, its successors or assigns, up to the amount then unpaid on this Mortgage and may be applied upon the payment or payments last payable under this Mortgage (and, if so applied, will not relieve Mortgagor of the obligation of paying subsequent payments when due). Mortgagor shall pay all reasonable legal fees (including both attorneys' and paralegals' fees at all tribunal levels and in connection with all proceedings, including post judgment proceedings), surveyor's charges and any other costs incurred by Mortgagee in connection with any condemnation proceeding or the full or partial destruction or damage to the Mortgaged Property which shall be due and payable upon demand of Mortgagee and any amounts shall be secured by this Mortgage together with interest from their due date until paid at the Default Rate. Mortgagor shall restore the Mortgaged Property to a complete and useable facility as expeditiously as possible after any casualty, regardless of whether or not the condemnation award or insurance proceeds are sufficient for restoration and regardless of the disposition of it.

18. Mortgagor shall, within five (5) days from written demand by Mortgagee, execute and acknowledge, in form as shall be required by Mortgagee, any and all instruments reasonably requested by Mortgagee to effect, complete, perfect, preserve, continue or evidence the obligation of Mortgagor under the Promissory Note and the lien of this Mortgage **including**, without limitation, an estoppel certificate and waiver of defenses if there are **none, duly** acknowledged, setting forth the amount of principal and interest then **outstanding on the** Promissory Note and the general status of the Mortgage, and upon Mortgagor's **failure, refusal or** neglect to do so after written demand, Mortgagee shall have the right to **execute any such** documents in the name of Mortgagor. Furthermore the failure of Mortgagor to **make,** acknowledge and deliver any instrument within the time aforesaid shall constitute a **default and a**

breach of this Mortgage and shall entitle the holder of this Mortgage to declare all of the unpaid principal balance immediately due and payable.

19. It is specifically agreed that time is of the essence of this instrument and that no waiver of any obligation under this Mortgage or of the obligation secured by this Mortgage shall at any time thereafter be held to be a waiver of the terms of this Mortgage or of the instrument secured by this Mortgage.

20. If Mortgagor defaults in the performance of any of Mortgagor's covenants and agreements contained in this Mortgage, or any superior or inferior mortgage, Mortgagee shall have the right at any time, and without waiving or affecting its option to foreclose or any other rights under this Mortgage, to pay all sums of money or to render any performance as may be necessary or required to cure the default, and all sums paid shall be immediately due and payable from Mortgagor to Mortgagee together with interest on it at the Default Rate, and any and all costs, charges, attorneys' (including paralegals') fees (whether or not suit is instituted and in connection with all proceedings, including post-judgment proceedings), and other expenses incurred or expended in connection with the payment or performance, and this Mortgage shall stand as security for it, and any sums paid shall be deemed an indebtedness in addition to the indebtedness secured by this Mortgage.

21. Whenever in this Mortgage one of the parties to it is named or referred to, the heirs, legal representatives, successors and assigns of that party shall be included provided that the foregoing shall not be deemed to constitute permission to transfer the Mortgaged Property which is otherwise restricted by paragraphs 23 and 24 of this Mortgage. All covenants and agreements contained in this Mortgage by or on behalf of Mortgagor or by or on behalf of Mortgagee shall bind and inure to the benefit of their respective heirs, legal representatives, successors and assigns whether so expressed or not. Whenever the singular or plural number or masculine or feminine or neuter gender is used in this Mortgage, it shall equally include the other.

22. No right, power or remedy conferred upon or reserved to Mortgagee by this Mortgage is intended to be exclusive of any other right, power or remedy, but each and every right, power and remedy shall be cumulative and concurrent and shall be in addition to any other right, power and remedy given under this Mortgage or now or hereafter existing at law or in equity or by statute.

23. Mortgagor shall not grant any other lien or mortgage on all or any part of the Mortgaged Property or any interest therein, nor make any further assignment of the leases and rentals of the Mortgaged Property, without the prior written consent of Mortgagee, which Mortgagee may grant or withhold in its sole discretion; any such unpermitted lien or mortgage or assignment by Mortgagor shall entitle Mortgagee to accelerate the maturity of the Loan and foreclose this Mortgage. Any such other lien or mortgage or assignment shall be junior to this Mortgage and to all permitted tenancies now or hereafter affecting the Mortgaged Property or any portion thereof and shall be subject to all renewals, extensions, modifications, releases, interest rate increases, future advances, changes or exchanges permitted by this Mortgage, all without the joinder or consent of such junior lienholder or mortgagee or assignee and without any obligation on Mortgagee's part to give notice of any kind thereto. Mortgagor shall maintain in good standing any other mortgage or encumbrance to secure debt affecting any part of the Mortgaged Property from time to time and shall not commit or permit or suffer to occur any default thereunder, nor shall Mortgagor accept any future advance under or modify the terms of

any such mortgage or encumbrance which may then be superior to the lien of this Mortgage. Except for encumbrances permitted by Mortgagee, Mortgagor shall not commit or permit or suffer to occur any act or omission whereby any of the security represented by this Mortgage shall be impaired or threatened, or whereby any of the Mortgaged Property or any interest therein shall become subject to any attachment, judgment, lien, charge or other encumbrance whatsoever, and Mortgagor shall immediately cause any such attachment, judgment, lien, charge or other encumbrance to be discharged or otherwise bonded or transferred to other security. Mortgagor shall not directly or indirectly do anything or take any action which might prejudice any of the right, title or interest of Mortgagee in or to any of the Mortgaged Property or impose or create any direct or indirect obligation or liability on the part of Mortgagee with respect to any of the Mortgaged Property.

24. Mortgagor shall not cause or permit or suffer to occur any of the following events without the prior written consent of Mortgagee, which Mortgagee may grant or withhold in its sole discretion, and if any of the same shall occur without such consent, then Mortgagee shall have the right to accelerate the maturity of the Loan and foreclose this Mortgage: (a) if all or any portion of the legal or equitable title to all or any portion of the Mortgaged Property or any interest therein shall in any manner whatsoever be sold, conveyed or transferred, either voluntarily or by operation of law; (b) if Mortgagor shall enter into any lease or modify or amend any existing lease or other arrangement with any third party regarding the use or possession by such third party of all or any portion of the Mortgaged Property, or any interest therein shall in any manner whatsoever be sold, conveyed or transferred, either voluntarily or by operation of law; (c) in the case of any portion of the Mortgaged Property owned by a corporation (or a partnership or joint venture or trust or other business entity), if any stock or partnership interest (including, without limitation, any transfer of stock in a corporate partner) or joint venture interest or beneficial interest in such owner shall be transferred in any manner, or if such stock or partnership interest or joint venture interest or beneficial interest shall be assigned, pledged, hypothecated, mortgaged or otherwise encumbered; or (d) if Mortgagor shall pay, repay or distribute any funds to any guarantor of the Loan or any other person directly or indirectly related to Mortgagor (such as a stockholder, partner or beneficiary) (provided, however, Mortgagor shall be permitted to make any such payments, repayments or distributions of funds to the extent that the same do not materially, adversely affect Mortgagor's ability to repay the Loan). For purposes of this paragraph, the following shall constitute a transfer by the Mortgagor and a default under this Mortgage and the Loan Documents: (a) if Mortgagor is a corporation, (i) the transfer of stock of Mortgagor or any stockholder of Mortgagor (whether such purported transfer shall be by direct transfer by such stockholder, the result of encumbrance of such stock by such stockholder or the result of action by any party against such stockholder), or (ii) the issuance of additional stock of Mortgagor after the date hereof (b) if Mortgagor is a partnership or joint venture, (i) the transfer of any partnership or joint venture interest of any partner (general or limited) or joint venturer, (ii) if any new partners (limited or general) or joint venturers are admitted to Mortgagor; and (c) if Mortgagor is a limited liability company, (i) the transfer of any membership interest of any member, or (ii) if any new members are admitted to Mortgagor.

25. That if, from any circumstances whatever, fulfillment of any provision of this Mortgage, the Promissory Note or any other instrument securing or evidencing the loan secured by this Mortgage shall transcend the limit of validity prescribed by the usury statute or any other law of the State of Florida, then ipso facto the obligation to be fulfilled shall be reduced to the limit of the validity so that in no event shall any exaction, payment, reservation or charge be possible under this Mortgage, the Promissory Note or any other instrument that is in excess of

the limit of the validity, but that obligation shall be fulfilled to the limit of the validity. In no event shall the Mortgagor be bound to pay for the use or detention of the money loaned and secured by this Mortgage, or the Mortgagee's forbearance in collecting same, interest, or payments in the nature of interest of more than the maximum rate lawfully collectible in accordance with the applicable laws of the State of Florida; the right to demand, charge or reserve any excess shall be and is waived. The provisions of this paragraph shall control every other provision of this Mortgage, the Promissory Note and any other undertaking, agreement or document evidencing, supporting or securing the loan secured by this Mortgage.

26. This Mortgage is a "security agreement" and creates a "security interest" in favor of Mortgagee as a "secured party" with respect to all property included in the Mortgaged Property which is covered by the Uniform Commercial Code. Upon default under the Promissory Note, this Mortgage or any other Loan Document, Mortgagee may at its option pursue any and all rights and remedies available to a secured party with respect to any portion of the Mortgaged Property so covered by the Uniform Commercial Code, or Mortgagee may at its option proceed as to all or any part of the Mortgaged Property in accordance with Mortgagee's rights and remedies in respect of real property. Mortgagor and Mortgagee agree that the mention of any portion of the Mortgaged Property in a financing statement filed in the records normally pertaining to personal property shall never derogate from or impair in any way their declared intention that all items of collateral described in this Mortgage are part of the real estate encumbered hereby to the fullest extent permitted by law, regardless of whether any such item is physically attached to the improvements or whether serial numbers are used for the better identification of certain items of equipment. Specifically, the mention in any such financing statement of (a) the rights in or the proceeds of any insurance policy, (b) any award in eminent domain proceedings for a taking or for loss of value, (c) Mortgagor's interest as lessor in any present or future lease or right to income growing out of the use or occupancy of the Mortgaged Property or improvements thereto, whether pursuant to lease or otherwise, or (d) any other item included in the definition of the Mortgaged Property, shall never be construed to alter any of the rights of Mortgagee as determined by this Mortgage or to impugn the priority of Mortgagee's lien and security interest with respect to the Mortgaged Property; such mention in a financing statement is declared to be for the protection of Mortgagee in the event any court shall hold that notice of Mortgagee's priority of interest with respect to any such portion of the Mortgaged Property must be filed in the Uniform Commercial Code records in order to be effective against or take priority over any particular class of persons, including but not limited to the federal government and any subdivision or instrumentality of the federal government. This Mortgage or a carbon, photographic copy or other reproduction hereof or of any financing statement shall be sufficient as a financing statement.

27. Mortgagor consents and agrees that, at any time and from time to time, without notice, (a) Mortgagee and the owner(s) of any collateral then securing the Loan may agree to release, increase, change, substitute or exchange all or any part of such collateral, and (b) Mortgagee and any person(s) then primarily liable for the Loan may agree to renew, extend or compromise the Loan in whole or in part or to modify the terms of the Loan in any respect whatsoever. Mortgagor agrees that no such release, increase, change, substitution, exchange, renewal, extension, compromise or modification, no sale of the Mortgaged Property or any part thereof, no forbearance on the part of Mortgagee, nor any other indulgence given by Mortgagee (whether with or without consideration) shall relieve or diminish in any manner the liability of any Obligor, nor adversely affect the priority of this Mortgage, nor limit or prejudice or impair any right or remedy of Mortgagee. All Obligors and all those claiming by, through or under any

of them hereby jointly and severally waive any and all right to prior notice of, and any and all defenses or claims based upon, any such release, increase, change, substitution, exchange, renewal, extension, compromise, modification, sale, forbearance or indulgence. Mortgagee, in its sole discretion, may allow Mortgagor to substitute other collateral in lieu of the collateral then securing the Loan upon request by Mortgagor; however, Mortgagee is under no obligation to agree to a substitution of collateral. In the event of such substitution, Mortgagor shall pay all costs, fees and legal expenses associated with such substitution and/or modification of the Loan Documents.

28. Mortgagee and any persons authorized by Mortgagee shall have the right, from time to time at the discretion of Mortgagee, to enter and inspect the Mortgaged Property pursuant to Section 35 herein. At any time after default under the terms of the Promissory Note, this Mortgage or any other Loan Document, if any of the buildings, improvements or equipment now or hereafter located on or in the Mortgaged Property shall be unprotected or unguarded, or if any improved portion of the Mortgaged Property shall be allowed to remain vacant or deserted, then, at its option, Mortgagee may employ watchmen for the Mortgaged Property and expend any monies deemed necessary by Mortgagee to protect the Mortgaged Property and the buildings, improvements and equipment thereon from waste, vandalism and other hazards, depreciation or injury, and any sums expended by Mortgagee for such purpose shall bear interest, shall be paid and shall be secured as provided in paragraph 2 hereinabove.

29. Mortgagor agrees that the management of the Mortgaged Property shall be conducted at all times by Mortgagor, or by such other professional property management organization as Mortgagee shall approve in writing, which Mortgagee may grant or withhold in its sole discretion. At any time after default under the Promissory Note, this Mortgage or any other Loan Documents, if Mortgagee shall determine in its sole discretion that the management or maintenance of the Mortgaged Property is unsatisfactory, then Mortgagor shall employ as managing agent of the Mortgaged Property such person(s) as Mortgagee may designate from time to time, at Mortgagor's sole expense and for the duration of the default. Any sums advanced by Mortgagee in connection with such managing agent shall bear interest, shall be paid and shall be secured as provided in paragraph 2 hereinabove.

30. In order to induce Mortgagee to make the Loan, Mortgagor represents and warrants that (a) except as previously or concurrently disclosed in writing to Mortgagee, there are no actions, suits or proceedings pending or threatened against or affecting any Obligor or any portion of the Mortgaged Property, or involving the validity or enforceability of this Mortgage or the priority of its lien, before any court of law or equity or any tribunal, administrative board or governmental authority; (b) the execution and delivery of the Promissory Note, this Mortgage and all other Loan Documents do not and shall not (i) violate any provisions of any law, rule, regulation, order, writ, judgment, injunction, decree, determination or award applicable to any Obligor, nor (ii) result in a breach of, or constitute a default under, any indenture, bond, mortgage, lease, instrument, credit agreement, undertaking, contract or other agreement to which any Obligor is a party or by which any of them or their respective properties may be bound or affected; (c) the Promissory Note, this Mortgage and all other Loan Documents constitute valid and binding obligations of the Obligor(s) executing the same, enforceable against such Obligor(s) in accordance with their respective terms; (d) all financial statements of the Obligors previously delivered to Mortgagee have been prepared in accordance with generally accepted accounting principles consistently applied and fairly present the correct respective financial conditions of the Obligors as of their respective dates, and the foregoing shall be true with

respect to all financial statements of the Obligors delivered to Mortgagee hereafter; (e) there is no fact that the Obligors have not disclosed to Mortgagee in writing that could materially adversely affect their respective properties, business or financial conditions or the Mortgaged Property or any other collateral for the Loan; (f) the Obligors have duly obtained permits, licenses, approvals and consents from, and made all filings with, any governmental authority (and the same have not lapsed nor been rescinded or revoked) which are necessary in connection with the execution or delivery or enforcement of this Mortgage or any other Loan Document or the performance of any Obligor's obligations thereunder; (g) the proceeds of the Loan are not being used to purchase or carry any "margin stock" within the meaning of Regulation "U" of the Board of Governors of the Federal Reserve System, nor to extend credit to others for that purpose; and (h) each extension of credit secured by this Mortgage is exempt from the provisions of the Federal Consumers Credit Protection Act (Truth-In-Lending Act) and Regulation "Z" of the Board of Governors of the Federal Reserve System, because Mortgagee is a person fully excluded therefrom, and/or because said extension of credit is only for business or commercial purposes of Mortgagee and is not being used for personal, family, household or agricultural purposes. Mortgagee acknowledges and agrees that Mortgagee is relying on the representations and warranties in this Mortgage and all other Loan Documents as a precondition to making the Loan, and that all such representations and warranties shall survive the closing of the Loan and any bankruptcy proceedings.

31. If Mortgagee is a corporation, partnership or other business entity, then Mortgagee hereby represents and warrants, in order to induce Mortgagee to make the Loan, that: (a) Mortgagee is duly organized, validly existing and in good standing under the laws of the jurisdiction of its creation and the state of Florida; (b) Mortgagee has all requisite power and authority (corporate or otherwise) to conduct its business, to own its properties, to execute and deliver the Promissory Note and this Mortgage and all other Loan Documents, and to perform its obligation under the same; (c) the execution, delivery and performance of the Promissory Note, this Mortgage and all other Loan Documents have been duly authorized by all necessary actions (corporate or otherwise) and do not require the consent or approval of Mortgagee's stockholders (if a corporation) or of any other person or entity whose consent has not been obtained; and (d) the execution, delivery and performance of the Promissory Note, this Mortgage and all other Loan Documents do not and shall not conflict with any provision of Mortgagee's bylaws or articles of incorporation (if a corporation), partnership agreement (if a partnership) or trust agreement or other document pursuant to which Mortgagee was created and exists.

32. Mortgagee and Mortgagee intend that all of the provisions of this Mortgage **shall be** valid and enforceable as specifically set forth. Any judicial determination that any provision of this Mortgage shall not be valid or enforceable as specifically set forth shall **not result in that** provision being declared invalid but same shall be deemed modified in a **manner so as to result** in the same being valid and enforceable to the maximum extent permitted by law. As to any portion that is actually determined by a competent court having jurisdiction to be invalid, it is the intention of the Mortgagee and the Mortgagee that the remainder of **the document or (if applicable) clause, paragraph, or article shall be enforced as written and the declaration of** invalidity shall apply only to the clause, paragraph or article in question.

33. (a) Mortgagee represents that, to the best of Mortgagee's knowledge, ~~neither~~ Mortgagee nor any other person or entity has ever generated, used or disposed of any Hazardous Substance (as defined below) from or in connection with the Mortgaged Property or used the Mortgaged Property as a storage facility for any Hazardous Substance.

(b) Mortgagor agrees to indemnify Mortgagee and hold Mortgagee harmless from and against any and all losses, liabilities, including strict liability, damages, injuries, expenses, including reasonable attorneys' and paralegals' fees, costs of any settlement or judgment and claims of any and every kind whatsoever paid incurred or suffered by, or asserted against, Mortgagee by any person or entity or governmental agency for, with respect to, or as a direct or indirect result of, the presence, usage, storage, generation or disposal on or under or in connection with the Mortgaged Property, or the escape, seepage, leakage, spillage, discharge, emission, discharging or release from the Mortgaged Property, of any Hazardous Substance (including, without limitation, any losses, liabilities, including strict liability, damages, injuries, expenses, including attorneys and paralegals' fees, costs of any settlement or judgment or claims asserted or arising under the Comprehensive Environmental Response, Compensation and Liability Act, under any so called Federal, state or local "superfund" or "superlien" law, or under any statute, law, ordinance, code, rule, regulation, order or decree regulating, with respect to or imposing liability, including strict liability, or standards of conduct concerning any Hazardous Substance), regardless of whether or not within the control of Mortgagee ("Environmental Laws").

(c) For purposes of this paragraph 33, "Hazardous Substance" shall mean and include those elements or compounds which are from time to time contained in the list of hazardous substances adopted by the United States Environmental Protection Agency ("EPA") and the list of toxic pollutants designated by Congress or the EPA or defined by any other Federal, state or local statute, law, ordinance, code, rule, regulation, order or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic or dangerous waste, substance or material as now or at any time hereafter in effect.

(d) If Mortgagor receives any notice of (i) the happening of any event involving the spill, release, leak, seepage, discharge or cleanup of any Hazardous Substance on or in connection with the Mortgaged Property or in connection with operations on it; or, (ii) any complaint, order, citation or notice with regard to air emissions, water discharges, or any other environmental, health or safety matter affecting or related to the Mortgaged Property (an "Environmental Complaint") from any person or entity (including without limitation the EPA), then Mortgagor shall immediately notify Mortgagee orally and in writing of that notice.

(e) Mortgagee shall have the right but not the obligation, and without limitation of Mortgagee's rights under this Mortgage, to enter onto the Mortgaged Property or to take any actions as Mortgagee deems necessary or advisable to cleanup, remove, resolve or ~~minimize~~ the impact of, or otherwise deal with, any Hazardous Substance or Environmental Complaint following receipt of any notice from any person or entity (including without limitation the EPA) asserting the existence of any Hazardous Substance or any Environmental Complaint pertaining to the Mortgaged Property or any part of it which, if true, could result in an order, suit or other action against Mortgagor and/or which, in the absolute and sole opinion of Mortgagee, could jeopardize Mortgagee's security under this Mortgage. All reasonable costs and expenses incurred by Mortgagee in the exercise of any rights shall be secured by this Mortgage and shall be payable by Mortgagor upon demand.

(f) Mortgagee shall have the right, in its absolute and sole discretion, to require Mortgagor to periodically (but not more frequently than annually unless an Environmental Complaint is then outstanding) perform (at Mortgagor's expense) an environmental audit and, if deemed necessary by Mortgagee, an environmental risk assessment, each of which must be

## John Woodson

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**From:** Bob Tischenkel  
**Sent:** Thursday, August 10, 2006 11:21 AM  
**To:** Jim Young; John Woodson  
**Subject:** FW: Peter Wagner and Permits

Please look at the email below, the measurement, from La Te Da's attorney. In light of this would a setback variance still be required? If so, I'll give you something in writing, as you requested.  
Bob

---

**From:** RoccoFat@aol.com [mailto:RoccoFat@aol.com]  
**Sent:** Wednesday, August 09, 2006 5:12 PM  
**To:** Bob Tischenkel  
**Cc:** m\_inc\_kw@msn.com  
**Subject:** Re: Peter Wagner and Permits

Bob: When we talk about seats, is it correct that the number applies to the restaurant and bar area where food is served, or to the entire premises? My client measured the distance from the outside bar top to the sidewalk. It is 71 1/2 inches or almost 6 feet. Would a variance be required with this amount of space? Thanks. Alan

## John Woodson

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**From:** Joe April  
**Sent:** Monday, August 14, 2006 8:43 AM  
**To:** John Woodson  
**Subject:** FW: Peter Wagner and Permits

Would you please look into this and we will discuss Tuesday morning. Thanks.

Joe April  
Chief Building Official

-----Original Message-----

**From:** Bob Tischenkel  
**Sent:** Wednesday, August 09, 2006 1:11 PM  
**To:** Joe April  
**Subject:** FW: Peter Wagner and Permits

Joe, could you take a look at this and tell me what you think? BT

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**From:** RoccoFat@aol.com [mailto:RoccoFat@aol.com]  
**Sent:** Wednesday, August 09, 2006 12:29 PM  
**To:** Bob Tischenkel  
**Cc:** m\_inc\_kw@msn.com; Latedagm@aol.com  
**Subject:** Peter Wagner and Permits

Bob: We have not been able to find anything La Te Da can do to satisfy Peter Wagner and his attorney. Have you come up with anything? Also, La Te Da is experiencing difficulties regarding permits. The Building Dept. will not issue permits for the "wall" for the outside bar because the bar is not 5 feet from the sidewalk. La Te Da reps. tried to explain that this matter has been settled between the City and La Te Da, to no avail. Would you please contact John Woodson to push this matter forward. La Te Da is trying to comply with the Agreement deadlines. Contractors are dropping other jobs to do this one and we will lose them. The Building Dept. was supposed to send the drawings to the Fire Dept. for approval and to ADA. Jim Malcolm signed off for ADA, however, the Fire Dept. has no record of this matter. The Building Dept. says they cannot locate La Te Da's file to update the computer on the Fire Dept. approval. Another mess. Please help and give me a status report. Thanks. Alan

**BEFORE THE CODE ENFORCEMENT SPECIAL MAGISTRATE  
OF THE CITY OF KEY WEST**

CITY OF KEY WEST,  
Petitioner

CASE NOS. 05-737  
05-880

v.

LA TE DA REDUX, INC.  
Respondent.

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**SETTLEMENT AGREEMENT**

This Settlement Agreement is made this 21st day of June, 2006, by and between the City of Key West, a municipal corporation, (hereinafter the "City"), and La Te Da Redux, Inc. (hereinafter "La Te La"), as follows:

WHEREAS, the City has brought two code enforcement cases against La Te Da, reflecting several alleged violations of the Key West Code of Ordinances; and

WHEREAS, those alleged violations are as follows: violations of sections 14-37 and 14-40 as they relate to the construction of an outside bar without building permits and without a certificate of appropriateness issued by the Historic Architectural Review Commission (HARC); and violations of sections 122-746 and 122-748, respectively, related to the use of a sidewalk bar and lounge and the use of the upstairs Crystal Room; and

WHEREAS, La Te Da brought into compliance an additional violation with regard to constructing without permits (section 14-37 and 14-40) prior to settlement negotiations; and

WHEREAS, the City and Le Te Da have undertaken successful settlement negotiations and wish to set forth the terms and conditions of their agreement.

NOW, THEREFORE, the parties hereby agree as follows:

1. The above recitations are true and correct and are incorporated herein by reference.
2. La Te Da agrees to obtain all necessary building permits, and pay all fees therefor, in order to come into compliance with the violations related to unpermitted construction work on the premises located at 1125 Duval Street. The parties acknowledge and agree that the only remaining HARC approval required of La Te Da is set forth in Paragraph 3.
3. La Te Da agrees to enclose the "sidewalk" bar. La Te Da shall submit an application to HARC that includes plans in substantially the form presented during settlement negotiations and attached hereto as Exhibit "A." Those plans shall be submitted to HARC on or before July 20, 2006. Upon receipt of HARC approval, La Te Da shall obtain appropriate building permits, proceed immediately to renovation, and complete renovation by September 20, 2006. The parties understand and agree that the deadlines set forth in this paragraph will occur during hurricane season. If there is any hurricane-related interruption to La Te Da's application and construction processes, then the parties shall negotiate a reasonable and appropriate amendment to such deadlines.
4. La Te Da agrees that all proposed construction on its premises shall comply with the Americans with Disabilities Act.

5. La Te Da agrees to make best efforts to contain noise within its premises, particularly southward of Catherine Street. The parties understand and agree that these efforts are in addition to ordinary compliance with the City's Sound Control Ordinance, sections 26-191-198 of the Code of Ordinances. They are as follows:

i. La Te Da shall apply soundproofing (insulating) materials to the Crystal Room, including the cupola and the windows facing Catherine Street.

ii. La Te Da agrees to limit outdoor amplified sound before 11 a.m. and after 8 p.m. daily, except during special events. Nothing contained in this subsection is intended to suggest that amplified sound emanating from La Te Da may violate the Sound Control Ordinance.

iii. Except as stated in paragraph 5 ii above, if speakers for amplified sound are placed outdoors on the premises, all sound emanating from them shall not be audible beyond La Te Da's property line along Catherine Street.

iv. La Te Da shall continue to maintain noise override controls installed in the downstairs By George Bar.

v. La Te Da shall close the outer doors to the downstairs By George Bar not later than 10:45 pm each night.

vi. La Te Da shall close the outer doors to the upstairs Crystal Room, particularly those along the upstairs balcony fronting Duval Street, during all performances occurring in the Crystal Room.

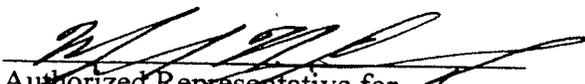
6. La Te Da agrees that the use of its cabaret does not support application for a license under chapter 122, article V, division 12 of the Key West Code of Ordinances

and has abandoned its use and licensing of the premises as an adult entertainment establishment.

7. During the regulatory review of the HARC and building permit applications described above, the City agrees to continue the outstanding Code Enforcement actions in proceedings before the Special Magistrate. Upon La Te Da's successful completion of the HARC and building permit (and certificate of occupancy) processes, the City shall dismiss with prejudice such Code Enforcement actions. Nothing in this Settlement Agreement shall preclude the City from instituting new Code Enforcement actions against La Te Da for future violations or for violations of City Codes not contemplated herein.

8. This Settlement Agreement constitutes the entire agreement between the parties. It may not be amended except upon the approval of the Key West Code Enforcement Special Magistrate. If any part of this Agreement is deemed invalid by a court of law, such provision shall be deemed omitted and inapplicable and, if practicable, the remainder of the Settlement Agreement shall remain in full force and effect. This Agreement shall be construed in accordance with the laws of the State of Florida.

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

  
Authorized Representative for  
La Te Da, Redux, Inc.

\_\_\_\_\_  
Julio Avel  
City Manager

Dated: 6/21/04

Dated: \_\_\_\_\_

**KEY WEST FIRE DEPARTMENT  
OFFICE OF THE FIRE MARSHAL**

**PLANS REVIEW**

**DATE:** 8/4/06  
**TO:** John Woodson, Plans Reviewer  
**From:** Gerald Smith, Fire Inspector  
**SUBJECT:** Plans Review – 06-1212

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**BUSINESS NAME:** La Te Da

**BUSINESS ADDRESS:** 1125 Duval St.

**OWNER:** La Te Da Redux Inc.

**CONTRACTOR:** Nautilus Bldg. Design, LLC

**ADDRESS:**

**ARCHITECT / ENGINEER:** Laird, Uberroth and Assoc.

**ADDRESS:** 1729 Seminary St., K.W.

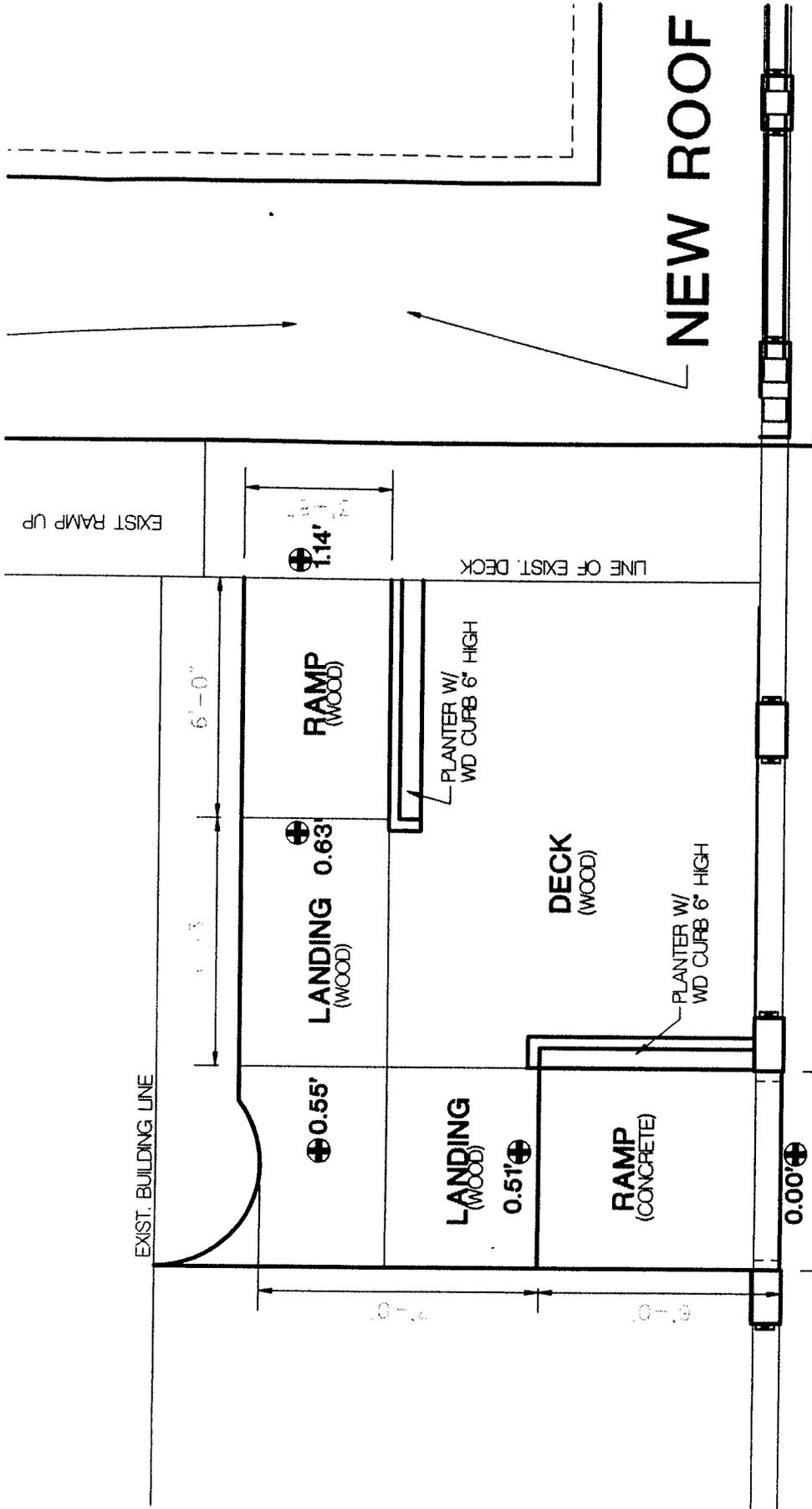
The submitted new construction plan(s) were reviewed 8/4/06.

The noted deficiencies (\*) are required to be corrected or amended for the reviewed plans to be in compliance for issuance for permit.

**APPROVED:**  X  **AS NOTED BELOW:**  X  **DISAPPROVED:** \_\_\_\_\_

- I. Scope of work
  - A. New deck
  - B. New ramp
  - C. New concrete wall and railings
  - D. New roof apron
- II. Type of construction
  - A. Type IV
    - 1. Unprotected
    - 2. Un-sprinkled
- III. Occupancy
  - A. Mixed
    - 1. Residential
    - 2. Assembly
- IV. Egress
  - A. New ramp for ADA adds to egress of assembly occupancy
  - B. No new area actually being added; deck is to accommodate ADA compliance with ramp

\*\*\*Note: Must have appropriate emergency lighting-to be field verified. Suggest horn and strobe assembly for ADA bathrooms.



**Laird Ueberroth, RA + Assoc., Architects**  
 1729 Seminary St, Key West, FL 33040  
 Phone: 235-2926 or 305-849-9076 email Lairdu@bellsouth.net Fax 1-877-402-8854

**La Te Da Inn ADA Deck and Ramp**  
 1125 Duval St Key West, FL 33040  
 DATE: August 16, 2016

51 OF SHEETS

*[Handwritten signature]*

THOMPSON WILLIAM G 34 SANDPIPER LN GREENPORT, NY 11944-3111	SUAREZ CAMELIA L/E 414 AMELIA ST KEY WEST, FL 33040	HENSLEY TIFFANY L 415 CATHERINE ST KEY WEST, FL 33040
BOOTH DONALD R & STROTHER PAMELA A (H&W) 411 CATHERINE STREET KEY WEST, FL 33040	FERREL WADE PO BOX 4623 KEY WEST, FL 33041	KOEHN GEORGE W ESTATE C/O KOEHN GOERGE W JR 1024 16TH TERR KEY WEST, FL 33040
LAMERE RUTH GARDNER P O BOX 342 SNUG HARBOR DUXBURY, MA 02116	CAHILL RANDALL 418 AMELIA ST #2 KEY WEST, FL 33040	KOHEN JOY EMANUEL & SHLOMO 3200 RIVIERA DR KEY WEST, FL 33040-4662
EYE - EYE - EYE INC 301 E 46 ST SAVANNAH, GA 31405	FRANKE LOUI G TRUSTEE (LOUI G FRANKE TRUST AGREEMENT 05 927 SEMINARY ST KEY WEST, FL 33040	NANNIE MIXSELL'S INC 3750 SUNRISE LANE KEY WEST, FL 33040
SMITH THOMAS E & DEBORAH L 8300 YANKEE STREET DAYTON, OH 45458	SALINERO DENNIS N 2400 SEIDENBERG AVENUE KEY WEST, FL 33040	SMITH THOMAS E & DEBORAH L 8300 YANKEE STREET DAYTON, OH 45458
LACRONE RICHARD E & ERIN G 3153 GARVERS FERRY RD APOLLO, PA 15613	SAVIANO DENNIS P 11498 HEATHERWOOD CT SHELBY TOWNSHIP, MI 48315-1179	BRUCCOLERI DOMINICK & ELIZABETH H 16 TOOKER PLACE SPRINGFIELD, NJ 07081
KENNEDY PETER C AND LORI D 29W715 HAWTHORNE LN WEST CHICAGO, IL 60185	DONALDSON MARY 1901 S ROOSEVELT BLVD KEY WEST, FL 33040	KEDLER ROBERT PO BOX 10 DAYTON, OH 45405
THIBAUT MICHAEL J & THIBAUT JAMES M R/S 38782 HAMPTON CT HARRISON TWP, MI 48045	CASTLEBERRY LARRY G & JACQUELINE 1904 MEREDITH RD VIRGINIA BEACH, VA 23455-2627	DOUGLAS HOUSE INC 419 AMELIA ST KEY WEST, FL 33040
JAMES NORICE Z 414 VIRGINIA ST KEY WEST, FL 33040	DOUGLAS HOUSE INC 419 AMELIA ST KEY WEST, FL 33040	DOUGLAS HOUSE INC 419 AMELIA ST KEY WEST, FL 33040

CARILLO VICTORIA 415 AMELIA ST KEY WEST, FL 33040	DOUGLAS HOUSE INC 419 AMELIA ST KEY WEST, FL 33040	Monroe County Administrative Office 5800 Junior College Road Stock Island, FL 33040
SEASHELL INVESTMENTS LLC 400 WISCONSIN ST RACINE, WI 53401	FAVELLI THOMAS & GEORGEANN 1523 PATRICIA STREET KEY WEST, FL 33040-5034	CANALEJO ELBA CECILIA 510 AMELIA ST KEY WEST, FL 33040
CANALEJO IDA 512 AMELIA ST KEY WEST, FL 33040	HARTFIEL JACQUELINE L & BENDER DE 4172 EMERALD BLVD RICHFIELD, OH 44286	SARATOGA DESIGN INC 1117 DUVAL STREET KEY WEST, FL 33040
LA TE DA REDUX INC 1125 DUVAL STREET KEY WEST, FL 33040	1111 DUVAL STREET LLC 1111 DUVAL ST KEY WEST, FL 33040	KELLNER BARBARA 503 AMELIA STREET KEY WEST, FL 33040
HENSHAW TIMOTHY ROGER TRUSTEE (TIMOTHY ROGER HENSHAW DEC OF TR 1109 DUVAL STREET KEY WEST, FL 33040	O'NEIL BRIAN AND SUZANNE P O BOX 199 TAVERNIER, FL 33070	MC CONNELL DANIEL E & ELEANOR F 1107 DUVAL STREET KEY WEST, FL 33040
MCCONNELL DANIEL E & ELEANOR F 1107 DUVAL STREET KEY WEST, FL 33040	MC CONNELL DANIEL E & ELEANOR F 1107 DUVAL STREET KEY WEST, FL 33040	MC CONNELL DANIEL E & ELEANOR F 1107 DUVAL STREET KEY WEST, FL 33040
RODRIGUEZ GEORGINA 507 AMELIA STREET KEY WEST, FL 33040	GEHRING KURT N AND LINDA S H/W 11505 FAIRCHILDS GARDENS AVE PALM BEACH GARDENS, FL 33410	IRWIN MICHAEL SCOTT 521 AMELIA ST KEY WEST, FL 33040
HAYES PAUL N & CARLSON DEAN A R/S 1107 TRUMAN AVE KEY WEST, FL 33040	POWELL BARBARA 508 VIRGINIA ST KEY WEST, FL 33040	STEWART RAMONA 526 LOUISA STREET KEY WEST, FL 33040
CARRUTHERS HEATHER & LEONELLI LE 525 UNITED ST KEY WEST, FL 33040	HOENSCHIEDT JOHNATHAN 810 DUVAL ST KEY WEST, FL 33040	POU E LYNNE 25 BROAD ST ASHEVILLE, NC 28801

NICKEL ROBERT P & MARYANNE 516 LOUISA ST KEY WEST, FL 33040	LARSEN VICTOR O JR 2804 EAST ROBINSON RD PLANT CITY, FL 33565	ROGERS MICHAEL L AND MADELINE J 1932 OAK KNOLL DR BELMONT, CA 94002
ANDREWS JERRY 1780 MOUNTAIN MAPLE AVE LITTLETON, CO 80129-5444	HIRSHMAN INVESTMENTS LLC 1503 GOVERNMENT RD KEY WEST, FL 33040	CATALFOMO ANTHONY J 506 LOUISA ST KEY WEST, FL 33040
DOUCETTE PAUL H 508 LOUISA ST KEY WEST, FL 33040	IRWIN JOSEPH H AND CAROL D 132 HAWS LN FLOURTOWN, PA 19031	ELWELL CHRISTOPHER R 508 LOUISA ST KEY WEST, FL 33040
DEUTSCH DANIEL AND JUDITH 8023 FENWAY RD BETHESDA, MD 20817	DEMIER CAL T AND MILAGROS H/W 1219 DUVAL ST KEY WEST, FL 33040	WAGNER PETER F 1207 DUVAL STREET KEY WEST, FL 33040
WAGNER PETER F 1207 DUVAL STREET KEY WEST, FL 33040	WAGNER PETER F 1207 DUVAL STREET KEY WEST, FL 33040	WAGNER PETER F 1207 DUVAL STREET KEY WEST, FL 33040
SALINERO IDILIO MANUEL JR & BIRN JEFFREY IRWIN T/C 649 QUINCE CIRCLE BOULDER, CO 80304	SALINERO IDILIO MANUEL JR & BIRN JEFFREY IRWIN T/C 649 QUINCE CIRCLE BOULDER, CO 80304	SANCHEZ PEDRO ESTATE C/O MARTINEZ AMPARO P/R 509 LOUISA ST KEY WEST, FL 33040
MARTINEZ AMPARO L & SELLERS AIDA M R/S 509 LOUISA ST KEY WEST, FL 33040	MARTINEZ AMPARO L 509 LOUISA ST KEY WEST, FL 33040	MOLANDER DOUGLAS R TRUSTEE (DOUGLAS R MOLANDER REVOCABLE T 3200 NE 36TH ST #1215 FORT LAUDERDALE, FL 33308-6766
ABBONDANZA INC 1007 SIMONTON STREET KEY WEST, FL 33040	MARIGOLD INC 1202 SIMONTON ST KEY WEST, FL 33040	KEY HUGH 1204 SIMONTON ST KEY WEST, FL 33040
GUEST SERVICES INC 1007 SIMONTON ST KEY WEST, FL 33040	SHIREY EDMA I 1007 WILLOWOOD AVENUE GOOSE CREEK, SC 29445	KEAR REBECCA L & WOLINE RICHARD % MANAGER'S APT SARANOR APTS 169 PLATT ST MILFORD, CT 08460

HAYES PAUL N &  
CARLSON DEAN A R/S  
523 LOUISA ST  
KEY WEST, FL 33040

VAN WIEREN ALAN W &  
HOFFMAN LLOYD O III R/S  
PO BOX 1321  
KEY WEST, FL 33041

SCOTT JOHN M  
70 LENOX WAY  
SAN FRANCISCO, CA 94127

KIRKMAN C G JR

CHARLTON RICHARD M

MATHYS STEPHEN & NANCY

521 LOUISA STREET  
KEY WEST, FL 33040

1804 WHITEOAKS DR  
ALEXANDRIA, VA 22306

516 CATHERINE ST  
KEY WEST, FL 33040

RETTIG RICHARD L REV LIVING TRUST

KLEINMAN LAWRENCE C AND DANIELLE

1122 SIMONTON RESIDENCES LLC

PO BOX 6044  
KEY WEST, FL 33041

237 RAVENSCLIFF RD  
ST DAVIDS, PA 19087

C/O CATALFOMO & FARRELLY  
506 LOUISA ST  
KEY WEST, FL 33040

CATHERINE SIMONTON CORPORATION

Monroe County Administrative Office

Monroe County Administrative Office

1128 SIMONTON ST  
KEY WEST, FL 33040

5800 Junior College Road  
Stock Island, FL 33040

5800 Junior College Road  
Stock Island, FL 33040

BROWN JAMES F AND KATHERINE H

HERNANDEZ RIGOBERTO AND TOMASA

HASKELL LEWIS C AND SUSAN M

603A MAID MARION HILL  
ANNAPOLIS, MD 21405

515 CATHERINE ST  
KEY WEST, FL 33040

339 LONGDEN LN  
SOLANA BEACH, CA 92075-2379

BERRIS WILLIAM M

LIPPI ANDREW F AND DEBORAH E

BREWER LLOYD P JR & LETA P TRUSTE

4350 STRATHDALE CT  
WEST BLOOMFIELD, MI 48323

32 DRIFTWOOD DR  
KEY WEST, FL 33040

(LLOYD P & LETA P BREWER JR REVOC

3340 N ROOSEVELT BLVD - STE 6

KEY WEST, FL 33040

LACRONE RICHARD AND ERIN

DONALDSON MARY

J WOODS DEVELOPMENT LLC

8485 HIGHWAY 441 SE  
OKEECHOBEE, FL 34974

1901 S ROOEVELT BLVD  
KEY WEST, FL 33040

1075 DUVAL ST C21  
KEY WEST, FL 33040

LACASA LLC

LACASA LLC

LACASA LLC

419 AMELIA ST  
KEY WEST, FL 33040

419 AMELIA ST  
KEY WEST, FL 33040

419 AMELIA ST  
KEY WEST, FL 33040

DONALDSON MARY A

DALTON PETER O

KUNZLER PETER

1901 S ROOSEVELT BLVD  
KEY WEST, FL 33040

1401 KINGSLEY AVE  
ORANGE PARK, FL 32073

3 ROCKY TOP CT  
HOLMDEL, NJ 07733-1828

PAZO ALBERT & OTILIA 13 THOMPSON LANE KEY WEST, FL 33040	LEON ALBERT JR ETAL 1807 GREYSTONE HEIGHTS DR VALRICO, FL 33594	GREUNKE CHESTER A T & KRISTEN K 410 CATHERINE STREET KEY WEST, FL 33040
KUNZLER PETER T/C 3 ROCKY TOP CT HOLMDEL, NJ 07733	LEON ALBERT JR AND MARGARET R 1807 GREYSTONE HEIGHTS DR VALRICO, FL 33594	ROTH DE ROTH RICHARD ESTATE C/O LEON ALBERT JR AND MARGARET R 1807 GREYSTONE HEIGHTS DR VALRICO, FL 33594
GROOMS BASCOM LOVIC IV 1102 WHITE ST KEY WEST, FL 33040	TRIPPNER GUENTHER A 411 LOUISA STREET KEY WEST, FL 33040	ROTH DE ROTH RICHARD ESTATE % BASCOM LOVIC GROOMS IV 1102 WHITE ST KEY WEST, FL 33040
VALLADARES FAMILY LIMITED PARTNERSHIP THE 1200 DUVAL STREET KEY WEST, FL 33040	1210 DUVAL INC 1210 DUVAL STREET KEY WEST, FL 33040	LOWE MAYNARD V JR AND MARCIE S 1212 DUVAL ST KEY WEST, FL 33040
DE LA CRUZ JOSE ET UX 1214 DUVAL STREET KEY WEST, FL 33040	AMES MARY E 1218 DUVAL ST KEY WEST, FL 33040	DE LA CRUZ JOSE & ESTELA R 1214 DUVAL STREET KEY WEST, FL 33040
WAGNER PETER F 1207 DUVAL STREET KEY WEST, FL 33040	WAGNER PETER F 1207 DUVAL STREET KEY WEST, FL 33040	

