

Nicole Malo

From: Spiers, Sherry
Sent: Tuesday, February 18, 2014 3:27 PM
To: Larry Erskine
Cc: Nicole Malo; Shawn Smith; Don Craig; Jetton, Rebecca
Subject: RE: 2000 Last Stand settlement agreement

Follow Up Flag: Follow up
Flag Status: Flagged

Larry:

Yes, Rebecca and I agree that the City can amend the Port Element in its Comp Plan as described below and no amendment to the settlement agreement is required.

Sherry

Sherry A. Spiers, Assistant General Counsel

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From: Larry Erskine [<mailto:lberskine@keywestcity.com>]
Sent: Tuesday, February 18, 2014 12:30 PM
To: Spiers, Sherry
Cc: Nicole Malo; Shawn Smith; Don Craig
Subject: 2000 Last Stand settlement agreement

Hi Sherry:

I am attaching a copy of the 2000 settlement agreement between Last Stand, DCA and the city. You signed the agreement on behalf of DCA.

The port element of our comp plan is out of date with respect to a number of policies referred to in the settlement agreement. Accordingly, we intend to keep the protective and limiting GOP's required by the agreement, but we would like to amend out of date or inaccurate information. As part of the amendment

process, we can amend the data and analysis to refer to the changes to the language contained in the agreement and the justification for the change. If we follow this approach, would you agree that we can accomplish this without amending the settlement agreement?

LRE

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