

**BEFORE THE CODE COMPLIANCE SPECIAL MAGISTRATE
FOR THE CITY OF KEY WEST, FLORIDA**

**CITY OF KEY WEST,
PETITIONER,**

CASE NUMBER: CES:20-313

v.

**SH5 LTD, d/b/a
Key West Marriott Beachside Hotel and
Beachside Key West Resort Condominium Association, Inc.,
RESPONDENT.**

**RE: 3841 N. ROOSEVELT BLVD.
KEY WEST, FL 33040**

SETTLEMENT AGREEMENT

COMES NOW, the Respondent, SH5 LTD d/b/a Key West Marriott Beachside Hotel and Beachside Key West Resort Condominium Association, Inc., (SH5) and the Petitioner, City of Key West, and enter into this settlement agreement as follows:

1. The Respondent, SH5 is a registered Florida corporation located in Key West, FL. SH5 was charged as a Respondent in the above-styled cause with the following violation of the City of Key West Code of Ordinances described in detail in the Notice of Irreparable Code Violation / Notice of Administrative Hearing summarized as follows:

Count 1: Violation of the Key West Code of Ordinances, Sec. 14-37. A regulation regarding the requirement for buildings and structures to secure building permits prior to the commencement of construction.

TO WIT: Code Compliance received a phone call regarding the Beachside Marriott building a fence without the benefit of a building permit. The fence has been installed on the N. Roosevelt Blvd side of the property across the street from the Gates Hotel and has closed off a stretch of property that is owned by SH5 and an additional stretch of property that is accreted land whose ownership is unknown.

2. The Respondent understands that the maximum penalties provided by law which may be imposed upon a finding of a continuing violation which has not achieved compliance within the time frame allowed by the Code Compliance Special Magistrate is Two Hundred and Fifty Dollars (\$250.00) per day, per charge, until the violation is found to be in compliance.

3. The parties stipulate to a factual basis for this agreement and agree to a dismissal of violation by the Code Compliance Special Magistrate for the City of Key West for the violation of the City of Key West Code of Ordinances listed in paragraph one.

4. The Respondent and the Petitioner, City of Key West, enter into the following settlement agreement, to be presented to the Code Compliance Special Magistrate of the City of Key West for acceptance:


A) The Respondent believes it is the rightful owner of the entirety of the land on which the fence sits, both the portion of land not in dispute and the portion of land that is in dispute. The City agrees to finalize the permit for the portion of the land that is not in dispute. The City is in doubt as to ownership of the portion of the fence that borders the northwest portion of SH5's property. If the portion of land that is in dispute is determined to belong to the City, the Respondent agrees to apply for permits and an easement from the City. If the portion of land that is in dispute is determined to belong to SH5, SH5 will apply for an after-the-fact permit for that portion.

B) The Respondent understands that an order will be entered dismissing this case without prejudice. Respondent understands that the City of Key West Code Compliance Special Magistrate's order will acknowledge the above representations.

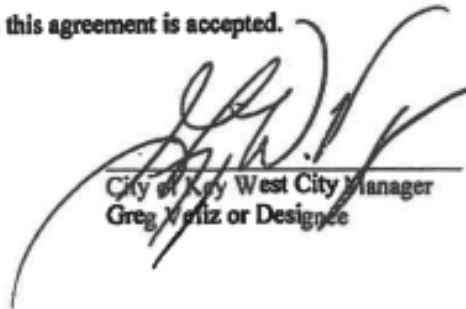
5. Other than the settlement agreement set out directly above in paragraph 4, no one has made any promises or guarantees to the Respondent in exchange for not contesting the code violations. No one has threatened the Respondent or in any way forced Respondent to enter into this agreement. Respondent is doing this freely and voluntarily.

6. The Respondent acknowledges that this agreement is being entered into voluntarily and free of any coercion; no promises were made to induce this agreement. Respondent acknowledges that Respondent had the right and opportunity to consult with an attorney.

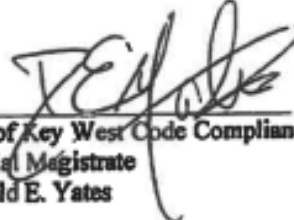
7. The Respondent understands that the City of Key West Code Compliance Special Magistrate may accept this agreement in Respondent's absence and Respondent waives the right to be present at a public hearing when this agreement is accepted.



Signature of Respondent,
Robert A. Spottswood Jr.
as Corporate Representative of SH5 LTD.



City of Key West City Manager
Greg Wolf or Designee



City of Key West Code Compliance
Special Magistrate
Donald E. Yates

Submitted to and accepted by the Code Compliance Clerk this 29 day of

April, 2021



Madelyn Marrero

