

Application for Variance

City of Key West, Florida • Planning Department

1300 White Street • Key West, Florida 33040 • 305-809-3764 • www.cityofkeywest-fl.gov

Application Fee: \$2,625.25 / After-the-Fact: \$4,830.25

(includes \$310.00 advertising/noticing fee and \$110.25 fire review fee)

Please complete this application and attach all required documents. This will help staff process your request quickly and obtain necessary information without delay. If you have any questions, please call 305-809-3764.

PROPERTY DESCRIPTION: Site Address:703 Windsor Lane, Key West, FL 33040
Zoning District: HHDR
Real Estate (RE) #:00018700-000200
Property located within the Historic District?
APPLICANT: Owner Authorized Representative Name: Trepanier and Associates, Inc. Mailing Address: 1421 First St. #101
City: Key West State: FL Zip: 33040
Home/Mobile Phone:Office: 305-293-8983
Email: owen@owentrepanier.com
PROPERTY OWNER: (if different than above) Name: Jennifer Trapani & Evelyn Burkart
Home/Mobile Phone:Office: <u>C/O 305-293-8983</u> Fax:
Email:C/o owen@owentrepanier.com
Description of Proposed Construction, Development, and Use: The project proposes to demo and rebuild a single-family house which improves the existing nonconforming building coverage, impervious surface, open space, landscaping, and right side setback.
List and describe the specific variance(s) being requested:
See attached
Are there any easements, deed restrictions or other encumbrances attached to the property?
See attached
A C MINISTER

Will any work be within the dripline (canopy) of any tree on or off the property? If yes, provide date of landscape approval, and attach a copy of such approval.	□Yes	⊠No
Is this variance request for habitable space pursuant to Section 122-1078?	□Yes	⊠No

Please fill out the relevant Site Data in the table below. For Building Coverage, Impervious Surface, Open Space and F.A.R. *provide square footages and percentages.*

Site Data Table				
	Code Requireme nt	Existing	Proposed	Variance Request
Zoning				
Flood Zone				
Size of Site	See atta	ched		
Height				
Front Setback				
Side Setback				
Side Setback				
Street Side Setback				
Rear Setback				
F.A.R				
Building Coverage				
Impervious Surface				
Parking				
Handicap Parking				
Bicycle Parking				
Open Space/ Landscaping				
Number and type of units				
Consumption Area				
orNumber of seats				

This application is reviewed pursuant to Section 90-391 through 90-397 of the City of Key West Land Development Regulations (LDRs). The City's LDRs can be found in the Code of Ordinances online at http://www.municode.com/Library/FL/Key West under Subpart B.

REV: 9.21.21

^{*}Please note, variances are reviewed as quasi-judicial hearings, and it is improper for the owner or applicant to speak to a Planning Board member or City Commissioner about the hearing.

Standards for Considering Variances

Before any variance may be granted, the Planning Board and/or Board of Adjustment must find all of the following requirements are met: Please print your responses.

1. Existence of special conditions or circumstances. That special conditions and circumstances exist which are peculiar to the land, structure or building involved and which are not applicable to other land, structures, or buildings in the same zoning district.

Special conditions and circumstances exist which are peculiar to this property. The lot of record is uniquely small, current LDR setback requirements limit the developable area for a principal structure to approx. only 118 sq ft. The existing access easement creates a 4' path to the property, too narrow for a vehicle to get onsite. The existing house has been deemed dangerous and hazardous and is recommended to be demolished (see attached report); rebuilding a house is a substantial improvement and current LDRs require substantial improvements to fully comply with code.

2. Conditions not created by applicant. That the special conditions and circumstances do not result from the action or negligence of the applicant.

Conditions are not created by the applicant. The special conditions and circumstances predate the current ower.

3. Special privileges not conferred. That granting the variance(s) requested will not confer upon the applicant any special privileges denied by the land development regulations to other lands, buildings, or structures in the same zoning district.

Special privileges will not be conferred upon the granting of the variance(s). The variance process is available to all property owners in the district, and if other have the right to rebuild a safe and habitable home in the place of a dangerous and hazardous one, they are entitled to the same process and consideration of fact.

4. Hardship conditions exist. That literal interpretation of the provisions of the land development regulations would deprive the applicant of rights commonly enjoyed by other properties in this same zoning district under the terms of this ordinance and would work unnecessary and undue hardship on the applicant.

Hardship conditions exist. The literal interpretation of the land development regulations would deprive the applicant rights commonly enjoyed by properties in the same zoning district, including the ability to rebuild a safe and habitable home.

5. Only minimum variance(s) granted. That the variance(s) granted is/are the minimum variance(s) that will make possible the reasonable use of the land, building or structure.

REV: 9.21.21

Only the minimum variance(s) are required that would permit the applicant the opportunity to build a safe and habitable single-family home in the place of a dangerous and hazardous house onsite, as evidenced by the fact the property's existing nonconforming building coverage, impervious surface, open space, landscaping, and right side setback will be reduced. Granting these variances will improve existing building coverage, impervious surface, open space, landscaping, and right side setback.

6. Not injurious to the public welfare. That granting of the variance(s) will be in harmony with the general intent and purpose of the land development regulations and that such variances will not be injurious to the area involved or otherwise detrimental to the public interest or welfare.

Granting of the variance(s) is not injurious to the public welfare and will be in harmony with the general intent and purpose of the LDRs, by improving the existing nonconforming situation of the site, maintaining the historic density, and rebuilding a safe and habitable single-family house.

7. Existing nonconforming uses of other property shall not be considered as the basis for approval. That no other nonconforming use of neighboring lands, structures, or buildings in the same district, and that no other permitted use of lands, structures or buildings in other districts shall be considered grounds for the issuance of a variance.

This application does not rely on other nonconforming lots and structures as justification.

The Planning Board and/or Board of Adjustment shall make factual findings regarding the following:

- That the standards established in Section 90-395 have been met by the applicant for a variance.
- That the applicant has demonstrated a "good neighbor policy" by contacting or attempting to contact all noticed property owners who have objected to the variance application, and by addressing the objections expressed by these neighbors. Please describe how you have addressed the "good neighbor policy."

Variance application REV: 9.21.21 4 | Page

REQUIRED SUBMITTALS: All of the materials listed below must be submitted in order to have a complete application. Applications will not be processed until all materials are provided. Please submit one (1) paper copy of the materials to the Planning Department and one (1) electronic version in PDF format.

Correct application fee, made payable to "City of Key West." Pre-application meeting form K Notarized verification form signed by property owner or authorized representative. X Notarized authorization form signed by property owner, if applicant is not the owner. X Copy of recorded warranty deed X Monroe County Property record card X Signed and sealed survey (Survey must be within 10 years from submittal of this application) X Sign and sealed site plan (sign and sealed by an Engineer or Architect) X Floor plans

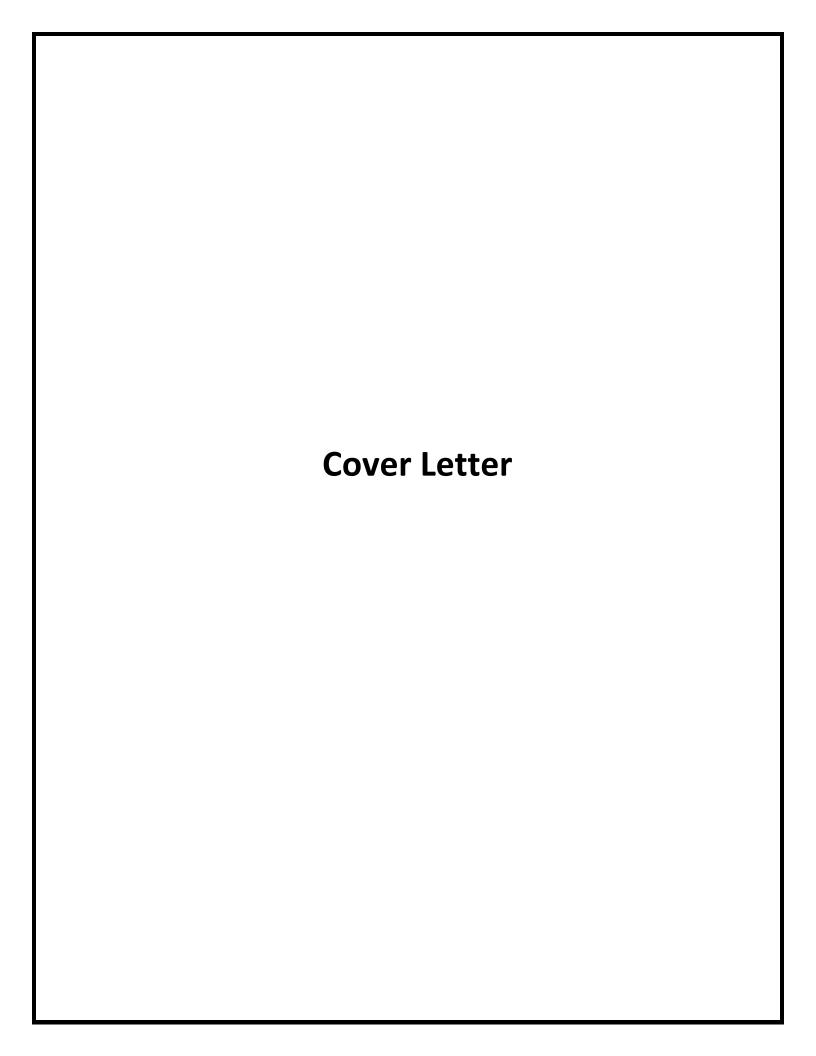
Any additional supplemental information necessary to render a determination related to the variance request

K

Pre-Application Meeting Notes

City of Key West, Florida • Planning Department • 1300 White Street • Key West, Florida 33040 • 305-809-3764 • www.cityofkeywest-fl.gov

Meeting Date: 6/15/2022 Zoning District: HHDR	
Address/Location: 703 Windsor Lane	
Request: Demo and rebuild SF house	
Type of Application: Variance	
Attendees: Scarlet Hammons & Thomas Francis-Siburg	
Notes from meeting were not	
provided to applicant.	
1 •	Revised by applicant on



MEMORANDUM

Date:

June 17, 2022

To:

Ms. Katie Halloran, Planning Director

From:

Thomas Francis-Siburg

CC:

Mr. Kevin Trapani, Owner

Mr. Owen Trepanier

Re:

703 Windsor Lane



The existing home at 703 Windsor Lane has been deemed dangerous and hazardous and recommended to be demolished. This variance application request the approval to rebuild a safe and habitable single-family house onsite. Due to the special conditions and circumstances unique to this property, to build a new house requires variance(s) approval.

List of Variance(s)

- Variance to Sec. 108-412, of 7% from the required minimum 20% landscape area to the 13% proposed (6.9% existing).
- Variance to Sec. 108-572(1), of 1 parking space from the required 1 off-street parking space to the 0 spaces proposed (0 existing).
- Variance to Sec. 122-630(4) a., of 37% from the required maximum 50% building coverage to the 87% proposed (93.1% existing).
- Variance to Sec. 122-630(4) b., of 27% from the required maximum 60% impervious surface ratio to the 87% proposed (93.1% existing).
- Variance to Sec. 122-630(6) a., of 10 ft from the required minimum 10 ft front setback to the 0 ft proposed (0 ft existing).
- Variance to Sec. 122-60(6) b., of 4'-1" from the required minimum 5 ft right side setback to the 1'-11" proposed (1'-5" existing).
- Variance to Sec. 122-60(6) b., of 5 ft from the required minimum 5 ft left side setback to the 0 ft proposed (0 ft existing).
- Variance to Sec. 122-60(6) c., of 20 ft from the required minimum 20 ft rear setback to the 0 ft proposed (0 ft existing).

¹ Attachment – April 27, 2022 – Mr. Richard J. Milelli, P.E., "703 Windsor Project Report".

Site Data Table – 703 Windsor Lane Variance Application

Item	Code Req'd	Existing	Proposed	Compliance
Zoning	HHDR	HMDR	No Change	Complies
FLUM	HR	HR	No Change	Complies
Flood (FEMA)	Χ	Χ	No Change	Complies
HARC		Not Eligible	-	-
Site Size	4,000 sq. ft.	900 sq. ft.	No Change	Complies
Building Height	30 ft.	13′-11″	19′-3″	Complies
Impervious Surface	60% (540 sq. ft.)	93.1% (838 sq. ft.)	87% (783 sq. ft.)	Improvement; Variance of 27%
Building Coverage	50% (450 sq. ft.)	93.1% (838 sq. ft.)	87% (783 sq. ft.)	Improvement; Variance 37%
Open Space	35% (315 sq. ft.)	6.9% (62 sq. ft.)	13% (177 sq. ft.)	Improvement; Variance 22%
Landscaping	20% (180 sq. ft.)	6.9% (62 sq. ft.)	13% (177 sq. ft.)	Improvement; Variance 7%
Front Setback	10'	0′-0″	0′-0″	Variance 10 ft
Right Side Setback	5′	1′-5″	1′-11″	Improvement; Variance 4'-1"
Left Side Setback	5′	0'-0"	0'-0"	Variance 5 ft
Rear Setback	20'	0'-0"	0'-0"	Variance 20 ft
Density	22 du/ac (0.5 du)	1 du	No Change	Complies
FAR	1.0 (900 sq. ft.)	0.0	No Change	Complies
Auto Parking	1 space	0 spaces	No Change	Variance 1 space
Bicycle Parking	None	0 spaces	No Change	Complies

VARIANCE SITE DATA

Date: September 09, 2022

To: Ms. Katie Halloran, City Planner

Via Ms. Zoe Porter, Planner I

From: Thomas Francis-Siburg

CC: Mr. Owen Trepanier

Mr. Kevin Trapani, Owner

Re: Variance Site Data – 703 Windsor Lane (RE# 00018700-000200)

and Combined Parcel with 627 Elizabeth/701 Windsor (RE# 00011920-000000)

*ASSOCIATES INC LAND USE PLANNING DEVELOPMENT CONSULTANTS

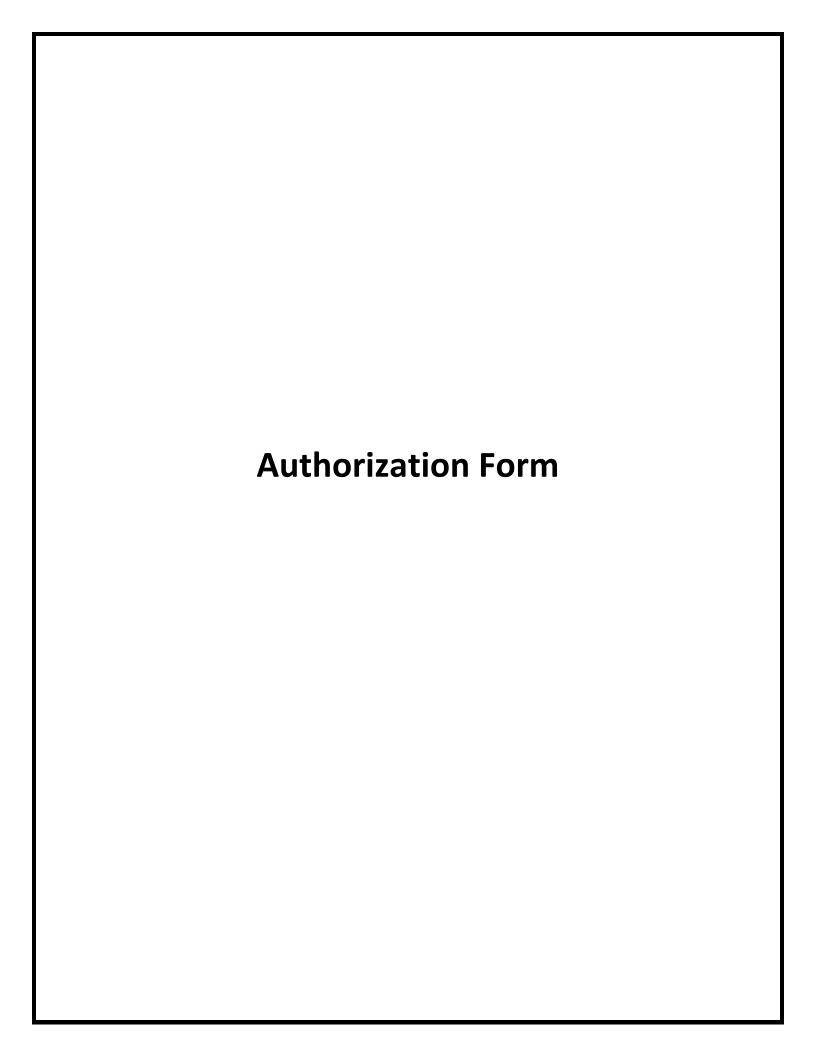
Site Data Table - 703 Windsor Lane

Item	Code Req'd	Existing	Proposed	Compliance
Zoning	HHDR	HMDR	No Change	Complies
FLUM	HR	HR	No Change	Complies
Flood (FEMA)	Χ	Χ	No Change	Complies
HARC		Not Eligible	ı	-
Site Size	4,000 sq. ft.	900 sq. ft.	No Change	Complies
Building Height	30 ft.	13′-11″	19′-3″	Complies
Impervious Surface	60% (540 sq. ft.)	93.1% (838 sq. ft.)	87% (783 sq. ft.)	Improvement; Variance of 27%
Building Coverage	50% (450 sq. ft.)	93.1% (838 sq. ft.)	87% (783 sq. ft.)	Improvement; Variance of 37%
Open Space	35% (315 sq. ft.)	6.9% (62 sq. ft.)	13% (177 sq. ft.)	Improvement; Variance of 22%
Landscaping	20% (180 sq. ft.)	6.9% (62 sq. ft.)	13% (177 sq. ft.)	Improvement; Variance of 7%
Front Setback	10'	0'-0"	0'-0"	Variance of 10 ft
Right Side Setback	5′	1′-5″	1′-11″	Improvement; Variance of 4'-1"
Left Side Setback	5′	0'-0"	0′-0″	Variance of 5 ft
Rear Setback	20'	0′-0″	0′-0″	Variance of 20 ft
Density	22 du/ac (0.5 du)	1 du	No Change	Complies
FAR	1.0 (900 sq. ft.)	0.0	No Change	Complies
Auto Parking	1 space	0 spaces	No Change	Complies
Bicycle Parking	None	0 spaces	No Change	Complies

Phone: 305-293-8983 • Fax: 305-293-8748 • Email: thomas@owentrepanier.com

Site Data Table – Combined: 627 Elizabeth, 701 Windsor, & 703 Windsor Lane

Item	Code Req'd	Existing	Proposed	Compliance	
Zoning	HHDR	HMDR	No Change	Complies	
FLUM	HR	HR	No Change	Complies	
Flood (FEMA)	Х	X	No Change	Complies	
HARC		Not Eligible	-	-	
Site Size	4,000 sq. ft.	4,930 sq. ft.	No Change	Complies	
Building Height	30 ft.	< 30 ft	< 30 ft	Complies	
Impervious Surface	60% (2,958 sq. ft.)	74.8% (3,686 sq. ft.)	73.7% (3,631 sq. ft.)	Improvement; Variance of 13.7%	
Building Coverage	50% (2,465 sq. ft.)	61.9% (3,054 sq. ft.)	60.8% (3,000 sq. ft.)	Improvement; Variance of 10.8%	
Open Space	35% (1,726 sq. ft.)	14.1% (697 sq. ft.)	16.5% (812 sq. ft.)	Improvement; Variance of 18.5%	
Landscaping	20% (986 sq. ft.)	14.1% (697 sq. ft.)	16.5% (812 sq. ft.)	Improvement; Variance of 3.5%	
Front Setback	10′	0′-0″	No Change	Variance of 10 ft	
Right Side (south) Setback (627 Elizabeth)	5′	2′-5″	No Change	Complies	
Right Side (south) Setback	5′	0'-0"	0'-0"	Variance of 5 ft	
Left Side (north) Setback (627 Elizabeth)	5′	0′-4″	No Change	Complies	
Left Side (north) Setback (703 Windsor)	5′	0'-0"	0′-0″	Variance of 5 ft	
Rear (east) Setback (701 Windsor Elizabeth)	20′	0'-0"	No Change	Complies	
Rear (east) Setback (703 Windsor)	20′	1′-5″	1′-11″	Improvement; Variance of 18'-1"	
Density	22 du/ac (2.5 du)	3 du	No Change	Complies	
FAR	1.0 (4,930 sq. ft.)	0.0	No Change	Complies	
Auto Parking	3 spaces	0 spaces	No Change	Complies	
Bicycle Parking	None	0 spaces	No Change	Complies	



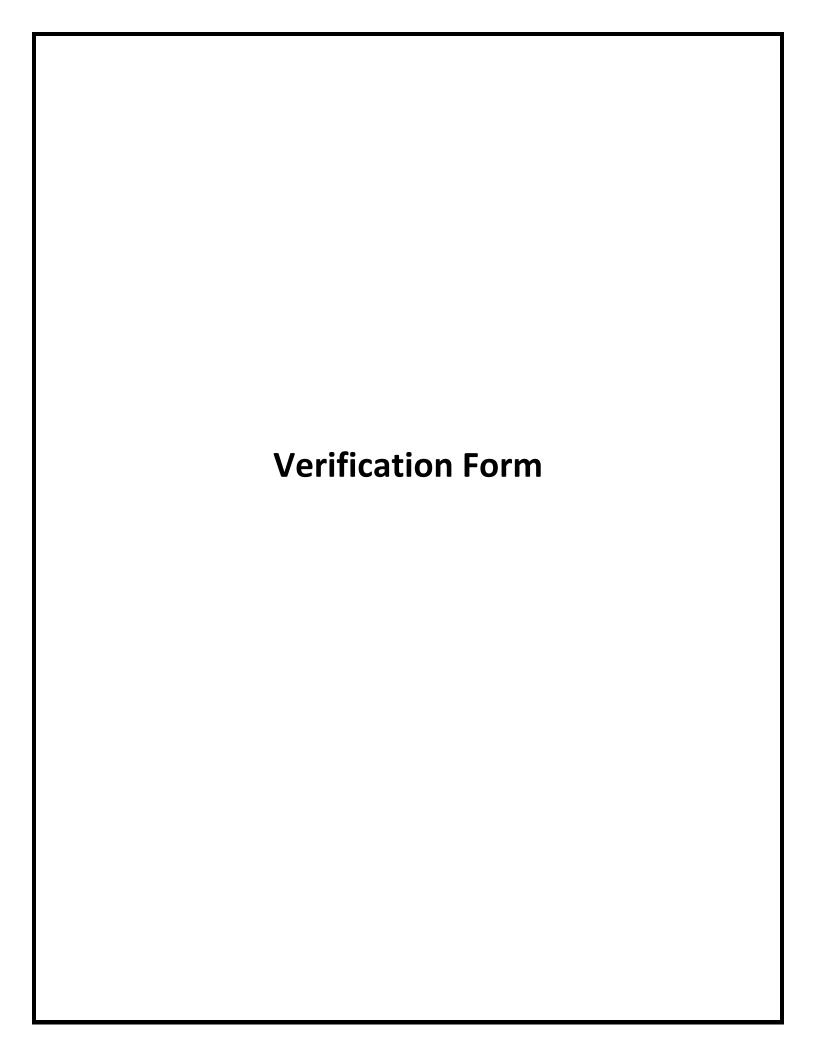


City of Key West Planning Department

Authorization Form

(Individual or Joint Owner)

Please complete this form if someone other than the owner is representing matter.	g the property owner in this
I, Jennifer Trapani	authorize
Please Print Name(s) of Owner(s) as appears on th	
Richard McChesney - Spottswood Law Fire	m
Please Print Name of Representative	
to be the representative for this application and act on my/our behalf before	re the City of Key West.
Signature of Owner Signature of Joint	
Signature of Owner Signature of Joint	Co-owner if applicable
Subscribed and sworn to (or affirmed) before me on this	DEV 20.2022
by Jennifer Trapani	
Name of Owner	
He/She is personally known to me or has presented	as identification.
Notary's Stenature and Seal	
Name of Acknowledger typed, printed or stamped **Commission Number, if any Commission Number, if any **Commission Number, if any	William * 600 Milliam * 600 Mi



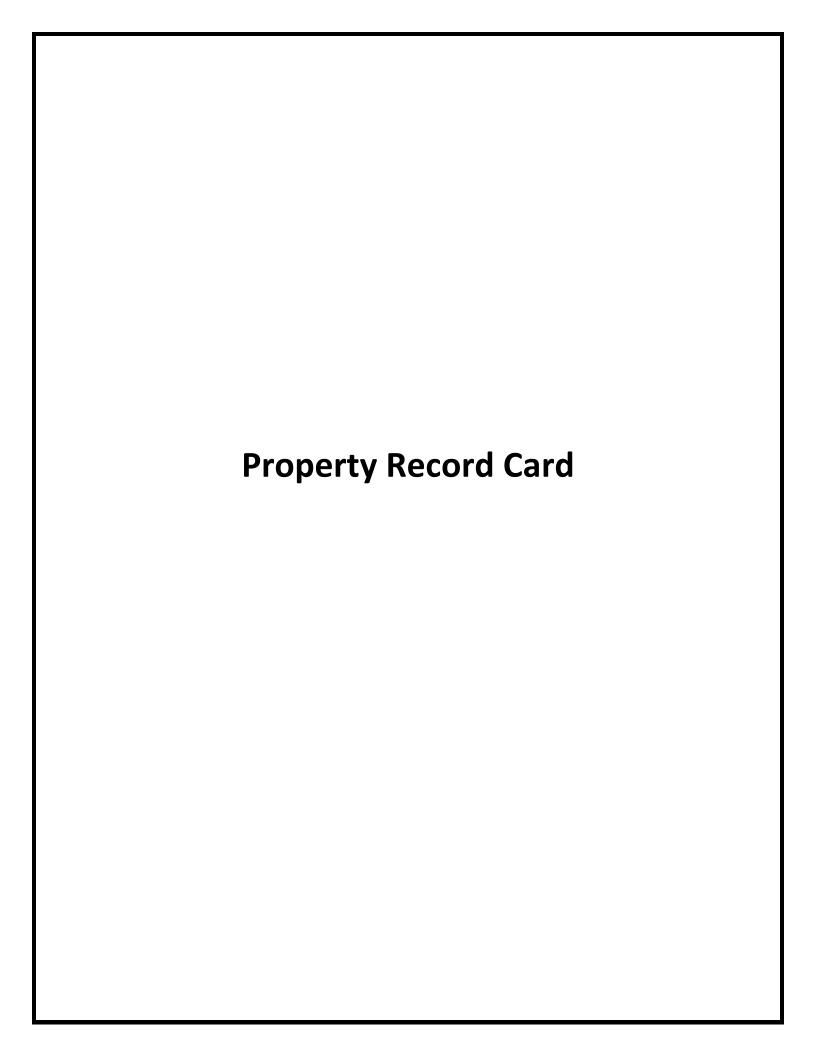
City of Key West Planning Department



Verification Form

(Where Authorized Representative is an entity)

I, Richard McChesney	, in my capacity as _	Associate Attorney
(print name)		(print position; president, managing member)
	wood, Spottswood, Spotts me of entity serving as Author	
		rized Representative of the Owner (as appears on bject matter of this application:
703	Street Address of sur	Key West, FL 33040 bject property
application, are true and corre	ect to the best of my kno n any representation her	ins and any other attached data which make up the owledge and belief. In the event the City or the ein which proves to be untrue or incorrect, any subject to revocation.
Signature of Authorized Represe	ntative	
Subscribed and sworn to (or at	firmed) before me on this	10 20 22 by
Richard McChesney Name of Authorized Represented	ative .	
He/She is personally/known to	me or has presented	as identification.
Notary's Signature and Jule Bett Name of Acknowledger typed, pr	Seal	Notary Public State of Florida Julie Betz My Commission HH 243863 Exp. 3/22/2026
Commission Number, i	fany	•



Approximate Approximate 1 Approximate 1 Approximate 1 Approximate 2 Approximate 2 Approximate 2 Approximate 3 Approximate 4 Approximate 3 Approximate 4 Approximate 4

Disclaimer

The Monroe County Property Appraiser's office maintains data on property within the County solely for the purpose of fulfilling its responsibility to secure a just valuation for ad valorem tax purposes of all property within the County. The Monroe County Property Appraiser's office cannot guarantee its accuracy for any other purpose. Likewise, data provided regarding one tax year may not be applicable in prior or subsequent years. By requesting such data, you have any other purpose.

By continuing into this site you assert that you have read and agree to the above statement.

Summary

Parcel ID Account# 00018700-000200

Property ID

1019283 1019283

Millage Group Location 10KW

6103

Address

703 WINDSOR Ln, KEY WEST

Legal Description PT LOT 4 SQR 59 AND PT TR 5 PARCEL 4 KW G56-31/34 OR552-88 OR700-75/78 OR783-129/34 OR784-1663/64 OR1003-1903/04 OR1529-1311/13 OR1994-

2469/70 OR2252-1024/26 OR2446-1276/83 OR3102-0643 OR3138-0475 (Note: Not to be used on legal documents.)

Neighborhood

Property

SINGLE FAMILY RESID (0100)

Class

Subdivision

Sec/Twp/Rng Affordable

vp/Rng 06/68/25 lable No

Housing



Owner

BURKART EVELYN C 169 S Temelec Cir Sonoma CA 95476

TRAPANI JENNIFER

169 S Temelec Cir

Sonoma CA 95476

Valuation

	2021	2020	2019	2018
+ Market Improvement Value	\$55,258	\$74.193	\$75,352	
+ Market Misc Value	\$0	\$0	CAMPAGE TO THE STREET OF THE STREET, S	\$75,352
+ Market Land Value	\$194,493	\$176.868	\$0	\$0
= Just Market Value	\$249.751		\$166,973	\$153,368
= Total Assessed Value	The second secon	\$251,061	\$242,325	\$228,720
- School Exempt Value	\$185,974	\$183,407	\$179,284	\$175,942
= School Taxable Value	(\$25,000)	(\$25,000)	(\$25,000)	(\$25,000)
School laxable value	\$160,974	\$158,407	\$154,284	\$150,942

Land

Land Use	Number of Units	Unit Type	Frants	
RES SUPERIOR DRY (01SD)	937.00	Offic Type	Frontage	Depth
		Square Foot	20	41

Grade

Buildings

Exterior Walls	WD FR STUCCO
Year Built	1948
EffectiveYearBuilt	1996
Foundation	WD CONC PADS
Roof Type	GABLE/HIP
Roof Coverage	MIN/PAINT CONC
Flooring Type	CONC ABOVE GRD
Heating Type	NONE with 0% NONE
Bedrooms	1
Full Bathrooms	1
Half Bathrooms	0

450 0

Code	Description	Sketch Area	Finished Area	Number of Fire Perimeter
FLA	FLOOR LIV AREA	808	808	0
OUF	OP PRCH FIN UL	88	0	0
TOTAL		896	808	0

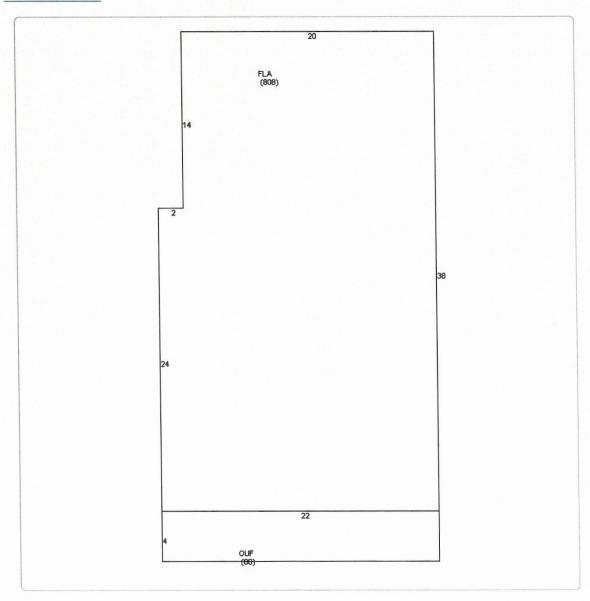
Sales

Sale Date	Sale Price	Instrument	Instrument Number	Deed Book	Deed Page	Sale Qualification	Vacant or Improved
11/12/2021	\$525,000	Warranty Deed	2349131	3138	0475	01 - Qualified	Improved
5/28/2021	\$500,000	Warranty Deed	2322892	3102	0643	37 - Unqualified	Improved
11/14/2006	\$200,000	Warranty Deed		2252	1024	M - Unqualified	Improved
4/15/2004	\$350,000	Warranty Deed		1994	2469	M - Unqualified	Improved
2/1/1987	\$108,000	Warranty Deed		1003	1903	M - Unqualified	Improved

Permits

Number	Date Issued	Date Completed	Amount \$	Permit Type	Notes ♦
22-0395	5/9/2022	4/28/2022	\$4,500	Residential	Removal of approx. 1200sqf of drywall interior finishes and removal of approx. 700sqf floor finished for exploration.
04-2012	6/18/2004	11/23/2004	\$500	Residential	REPLACE FENCE

View Taxes for this Parcel



Мар



2021 TRIM Notice (PDF)

2021 Notices Only

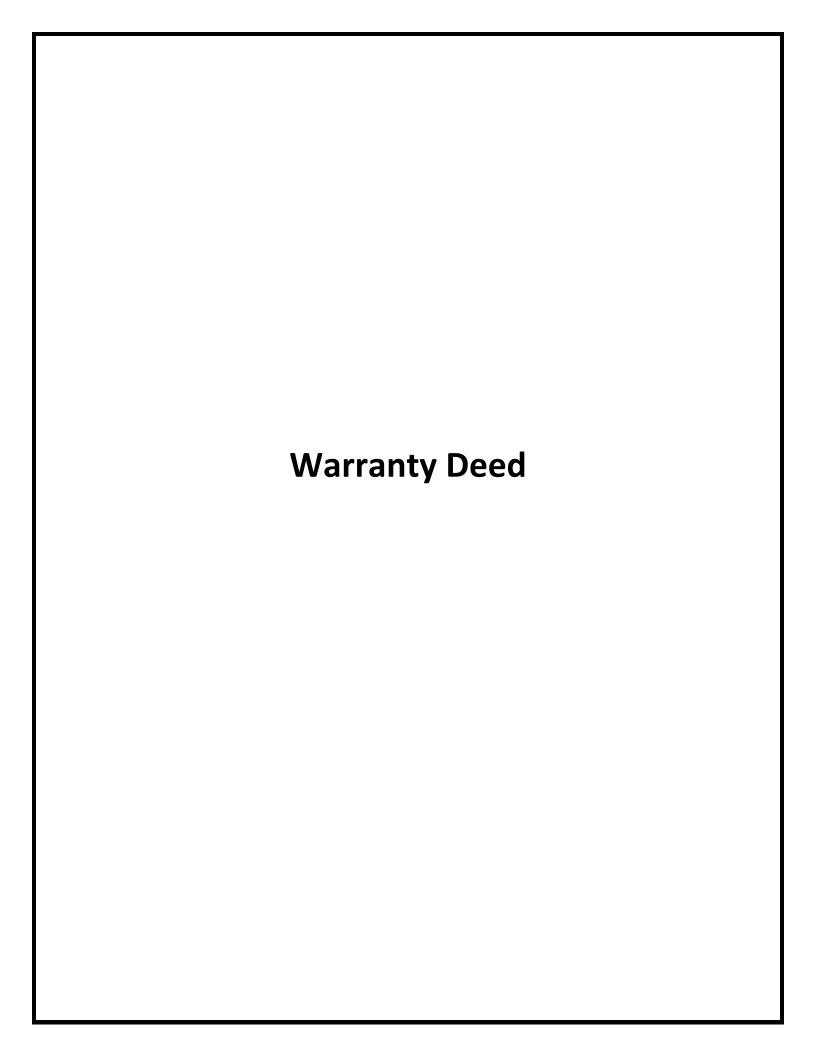
No data available for the following modules: Yard Items.

The Monroe County Property Appraiser's office maintains data on property within the County solely for the purpose of fulfilling its responsibility to secure a just valuation for ad valorem tax purposes of all property within the County. The Monroe County Property Appraiser's office cannot guarantee its accuracy for any other purpose. Likewise, data provided regarding one tax year may not be applicable in prior or subsequent years. By requesting such data, you hereby understand and agree that the User Privacy Policy
GDPR Privacy Notice

Last Data Upload: 6/28/2022, 3:47:34 AM

Developed by Schneider GEOSPATIAL

Version 2.3.203



Doc # 2349131 Bk# 3138 Pg# 475 Recorded 11/18/2021 at 1:53 PM Pages 4 Filed and Recorded in Official Records of MONROE COUNTY KEVIN MADOK REC: \$35.50 Deed Doc Stamp \$3,675.00

Prepared by and return to: Richard J. McChesney

Spottswood, Spottswood & Sterling, PLLC 500 Fleming Street
Key West, FL 33040
305-294-9556
File Number: 64-21,00545 RM

Will Call No .:

[Space Above This Line For Recording Data]

Warranty Deed

This Warranty Deed made this 12th day of November, 2021 between Kevin Trapani and Jennifer Trapani, husband and wife whose post office address is 105 Cross Creek Drive, Chapel Hill, NC 27514, grantor, and Evelyn C. Burkart, a single woman and Jennifer Trapani, a married woman whose post office address is 169 South Temelec Circle, Sonoma, CA 95476, grantee:

(Whenever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, trusts and trustees)

Witnesseth, that said grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said grantee, and grantee's heirs and assigns forever, the following described land, situate, lying and being in Monroe County, Florida to-wit:

Exhibit "A"

Parcel Identification Number: 00018700-000200

Subject to taxes for 2021 and subsequent years; covenants, conditions, restrictions, easements, reservations and limitations of record, if any.

Grantor warrants that at the time of this conveyance, the subject property is not the Grantor's homestead within the meaning set forth in the constitution of the state of Florida, nor is it contiguous to or a part of homestead property.

Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

To Have and to Hold, the same in fee simple forever.

And the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to December 31, 2020.

DoubleTime®

Signed, sealed and delivered in our presence: Witness Name: Lawren Thermes Witness Name: Thomas Leve	Kevin Trapani (Seal)
Witness Name: Lawren Thumes Witness Name: Thomas Law	Jehniser Trapani (Seal)
State of North Cordina County of Cordina The foregoing instrument was acknowledged before me by 13th day of November, 2021 by Kevin Trapani and produced a driver's license as identification.	means of [X] physical presence or [] online notarization, this Jennifer Trapani, who [] are personally known or [X] have

Printed Name: Linda Hanson

My Commission Expires: 1-3-3096

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

Warranty Deed - Page 2

[Notary Seal]

DoubleTime®

EXHIBIT A

FEE PARCEL:

ON THE ISLAND OF KEY WEST, AND KNOWN ON WILLIAM A. WHITEHEAD'S MAP, DELINEATED IN FEBRUARY, 1829, AS PART OF TRACT 5 AND A PART OF LOT 4 OF SQUARE 59, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE NORTHERLY RIGHT OF WAY LINE OF WINDSOR LANE AND THE EASTERLY RIGHT OF WAY LINE OF ELIZABETH STREET, AND RUNNING THENCE ALONG THE NORTHERLY RIGHT OF WAY LINE OF WINDSOR LANE, ON THE ASSUMED BEARING OF N 90°00'00" E., FOR A DISTANCE OF 46 FEET 10 INCHES, MORE OF LESS, TO A POINT WHERE AN EXISTING BRICK WALL INTERSECTS SAID NORTHERLY RIGHT OF WAY LINE; THENCE CONTINUE N 90°00'00" E. FOR A DISTANCE OF 4.04 FEET; THENCE N 09°25'40" W., FOR A DISTANCE OF 32.41 FEET; THENCE N 39°15'20" E., FOR A DISTANCE OF 17.35 FEET; THENCE N 63°24'26" E., FOR A DISTANCE OF 10.63 FEET TO THE POINT OF BEGINNING: THENCE N 63°24'26" E., FOR A DISTANCE OF 1.07 FEET; THENCE N 83°23'00" E., FOR A DISTANCE OF 25.06 FEET; THENCE N 09°22'23" W., FOR A DISTANCE OF 2.92 FEET; THENCE S 77°45'02" W., FOR A DISTANCE OF 1.38 FEET; THENCE N 10°06'25" W., FOR A DISTANCE OF 37.00 FEET; THENCE S 77°55'33" W., FOR A DISTANCE OF 21.60 FEET; THENCE S 35°40'43" W., FOR A DISTANCE OF 2.26 FEET; THENCE S 12°23'46" E., FOR A DISTANCE OF 11.78 FEET; THENCE S 79°20'02" W., FOR A DISTANCE OF 2.20 FEET; THENCE \$ 10°39'58" E., FOR A DISTANCE OF 24.54 FEET BACK TO THE POINT OF BEGINNING.

EASEMENT PARCEL:

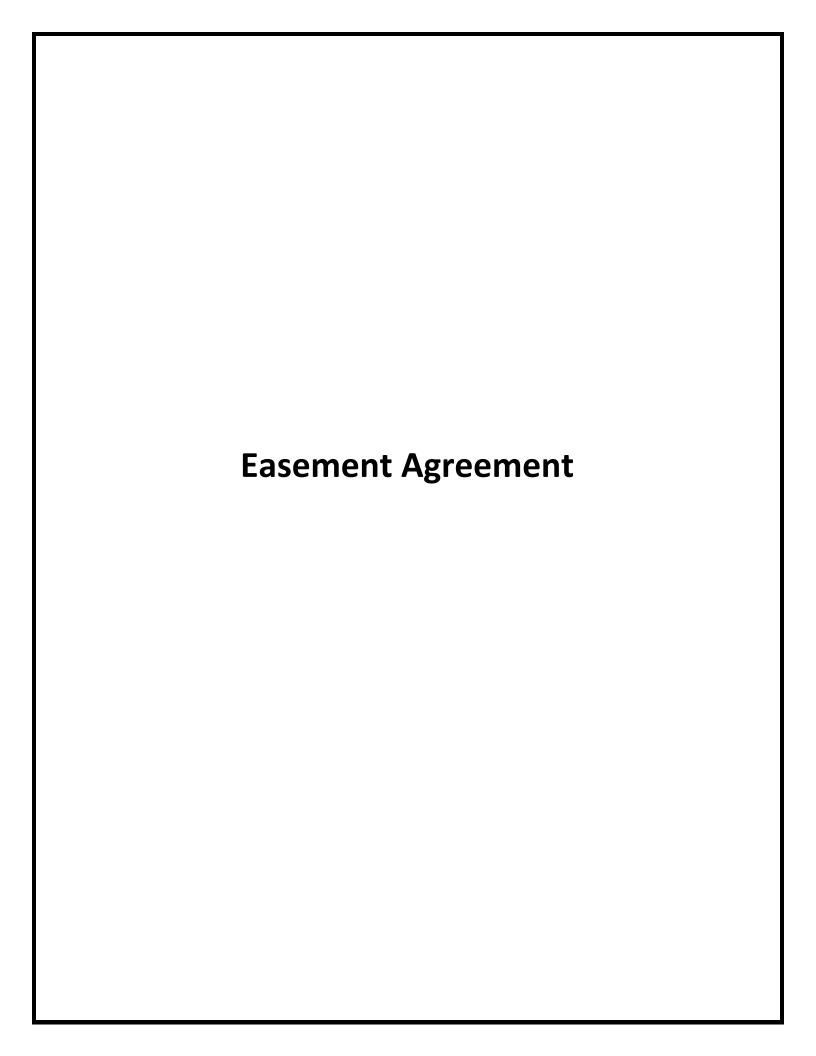
TOGETHER WITH AN EASEMENT FOR THE PURPOSES OF INGRESS AND EGRESS, AS SET FORTH IN THAT CERTAIN WARRANTY DEED RECORDED IN OFFICIAL RECORDS BOOK 2252, PAGE 1024; AND THAT CERTAIN EASEMENT AGREEMENT BETWEEN KEVIN TRAPANI AND JENNIFER TRAPANI ("TRAPANI") AND JENNIFER TRAPANI AND EVELYN C. BURKART ("BURKART"), AS RECORDED IN OFFICIAL RECORDS BOOK 3138, PAGE 4-19, IN, UPON, OVER AND ACROSS, THE FOLLOWING DESCRIBED PARCEL OF LAND TO WIT:

ON THE ISLAND OF KEY WEST AND KNOWN ON WILLIAM A. WHITEHEAD'S MAP, DELINEATED IN FEBRUARY 1829, AS A PART OF TRACT 5 AND A PART OF LOT 4 OF SQUARE 59, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE NORTHERLY RIGHT OF WAY LINE OF WINDSOR LANE AND THE EASTERLY RIGHT OF WAY OF ELIZABETH STREET, AND RUNNING THENCE ALONG THE NORTHERLY RIGHT OF WAY LINE OF WINDSOR LANE, ON THE ASSUMED BEARING N 90°00'00" E., FOR A DISTANCE OF 46 FEET 10 INCHES, MORE OR LESS TO A POINT WHERE AN EXISTING BRICK WALL

Doc. # 2349131 Page Number: 4 of 4

INTERSECTS SAID NORTHERLY RIGHT OF WAY LINE, TO THE POINT OF BEGINNING; THENCE N 09°25'25" W., FOR A DISTANCE OF 54.59 FEET; THENCE N 59°10'43" E., FOR A DISTANCE OF 18.20 FEET; THENCE N 30°49'17" W., FOR A DISTANCE OF 9.80 FEET; THENCE N 59°10'43" E., FOR A DISTANCE OF 7.70 FEET; THENCE N 30°49'17" W., FOR A DISTANCE OF 2.80 FEET; THENCE N 59°10'43" E., FOR A DISTANCE OF 8.74 FEET; THENCE S 12°23'46" E FOR A DISTANCE OF 8.28 FEET; THENCE S 79°20'02" W., FOR A DISTANCE OF 2.20 FEET; THENCE S 10°39'58" E., FOR A DISTANCE OF 24.54 FEET; THENCE S 63°24'26" W., FOR A DISTANCE OF 10.63 FEET; THENCE S 39°15'20 W., FOR A DISTANCE OF 17.35 FEET; THENCE S 09°25'40" E., FOR A DISTANCE OF 32.41 FEET; THENCE N 90°00'00" W., FOR A DISTANCE OF 4.04 FEET BACK TO THE POINT OF BEGINNING.



Instrument Prepared By: Richard J. McChesney, Esq. Spottswood, Spottswood, Spottswood & Sterling 500 Fleming Street Key West, Florida 33040 **Doc # 2349132 Bk# 3138 Pg# 479**Recorded 11/18/2021 1:53 PM Page 1 of 10

Deed Doc Stamp \$0.00
Filed and Recorded in Official Records of
MONROE COUNTY KEVIN MADOK, CPA

EASEMENT AGREEMENT

THIS AGREEMENT is made this 12th day of November, 2021, between **KEVIN TRAPANI** and **JENNIFER TRAPANI**, a husband and wife (hereinafter referred to as "TRAPANI"), of 627 Elizabeth Street, Key West, Florida, 33040; and **JENNIFER TRAPANI**, a married woman, and **EVELYN C. BURKART**, a single woman, (hereinafter referred to as "BURKART"), of 703 Windsor Lane, Key West, Florida, 33040 (TRAPANI and BURKART are collectively referred to herein as the "Parties");

RECITALS

WHEREAS, the Parties are adjoining landowners of parcels of property located in the County of Monroe, State of Florida, and described as follows:

627 Elizabeth Street, Key West, Florida, ("627 Elizabeth Property") more particularly described in Exhibit "A," attached hereto and incorporated herein by reference, and owned by 627 Elizabeth Street; and

703 Windsor Lane, Key West, Florida, ("703 Windsor Property") more particularly described in Exhibit "B," attached hereto and incorporated herein by reference, and owned by; and,

WHEREAS, the above parcels of property are contiguous; and,

WHEREAS, the properties are situated such that Burkart can only access the 703 Windsor Property by crossing over the 627 Elizabeth Street Property; and,

WHEREAS, Trapani wishes to provide Burkart access to the 703 Windsor Property subject to the terms and conditions of this agreement; and

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

- 1. The Recitals contained herein are true and correct and incorporated herein by reference.
- 2. TRAPANI hereby grants, conveys and declares unto BURKART, and their successors and assigns, a perpetual, non-exclusive easement in, upon, over and across the property described on the attached Exhibit "C" for purposes of ingress and egress. BURKART shall not place or construct any fence or other permanent obstruction, in, on, over, or across the property described in Exhibit C which would prevent TRAPANI, or their successors and assigns, from accessing said property. Except for the foregoing, TRAPANI retains the right to use said property that is more particularly described in Exhibit C for any and all purposes whatsoever, not inconsistent with the grant of easement. BURKART shall indemnify, protect, defend and hold TRAPANI harmless from any and all liability, loss, damage, cost or expense (including, but not limited to, attorneys' fees and court costs at the trial level and during appellate proceedings) which TRAPANI should incur as a result of or in connection with BURKART's use of TRAPANI's property described on Exhibit "C."
- 3. This Agreement may not be modified, amended, or terminated except in writing signed by each party hereto.
- 4. This Agreement shall be binding on and inure to the benefit of the parties hereto, their heirs, successors and assigns.

- 5. This Agreement contains the entire understanding of the parties with respect to its subject matter. There are no restrictions, promises, warranties, covenants or undertakings other than as expressly set forth herein. This Agreement supersedes all prior agreements (oral and written) and understandings between the Parties relative to the boundary discrepancy referenced in the recitals herein.
- 6. This Agreement may be signed in any number of counterparts, each of which shall be deemed an original document, but all of which shall constitute a single document. This Agreement shall be effective and binding when signed by each party.
- 7. This Agreement shall be construed and enforced under the laws of the State of Florida.
- 8. If any provision of this Agreement or the application thereof to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of this Agreement or the application of such provision to persons or circumstances other than those as to which it is invalid or unenforceable shall not be affected thereby, and each provision of this Agreement shall be severable and valid and enforceable to the fullest extent permitted by law.

[The remainder of this page intentionally left blank. Signature page to follow.]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the date first stated above.

WITNESSES AS TO BOTH:

Signature of Witness

Signature of Witness

KEVIN TRAPANI

DENNIFER TRAPAN

STATE OF North Caroling COUNTY OF Orange

The foregoing instrument was acknowledged before me by [x] means of physical presence or [_] onlin notarization this 13th day of November, 2021 by KEVIN TRAPANI and JENNIFER TRAPANI whare personally known to me or have produced as identification.					
	Signature of Notary Public				
AFFIX NOTARY STAMP	Printed Name of Notary: Linda Hanson My Commission Expires: 1-3-3036				
Signature of Witness	EVELYN C. BURKART				
Printed Name of Witness					
STATE OF					
The foregoing instrument was acknowledg notarization this day of November, 2021 or has produced	ged before me by [x] means of physical presence or [_] online by EVELYN C. BURKART who is personally known to me as identification.				
	Signature of Notary Public				

Signature of Witness We add L. O. Sullivan	X Swelyn Burkart EVELYN & BURKART ACB
Printed Name of Witness	ζ(L)
STATE OFCOUNTY OF	
The foregoing instrument was acknowledge notarization this day of November, 2021 or has produced	ged before me by [x] means of physical presence or [] online by EVELYN C. BURKART who is personally known to mean as identification.
Signature of Notary Public	Notory Cortificare
D' (1NL CNL)	Notary Certificate
Printed Name of Notary: My Commission Expires:	Attached
AFFIX NOTARY STAMP	
Signature of Witness	JENNIFER TRAPANI
Signature of Witness	
STATE OFCOUNTY OF	
COUNTY OF	
The foregoing instrument was acknowledg notarization this day of November, 20 or has produced	ed before me by [x] means of physical presence or [] online 021 by JENNIFER TRAPANI who is personally known to mean as identification.
Signature of Notary Public	
Printed Name of Notary: My Commission Expires: AFFIX NOTARY STAMP	 _

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

State of California

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document, to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

County of Sonoma
On November 9th 2021, before me, M. JACKSON, Notary Public,
personally appearedEvelyn Bur Kart
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/as subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.
I certify under PENALTY OF PERJURY under the laws of State of California that the foregoin paragraph is true and correct.
M. JACKSON
COMM. #2376989 M WITNESS my hand and official seal. SONOMA COUNTY My Comm. Expres Oct. 27, 2025
SIGNATURE WINCKSON
PLACE NOTARY SEAL ABOVE
Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.
Description of attached document
Title or type of document: Easement Agreement
Document Date: 11-09-2021 Number of Pages:
w .
Signer(s) Other than Named Above:

Printed Name of Notary:	
My Commission Expires:	

AFFIX NOTARY STAMP

Signature of Witness

Signature of Witness

STATE OF North Corolina COUNTY OF Overle

Signature of Notary Public

Printed Name of Notary: Linde Hanson

My Commission Expires: 1-3-5006

AFFIX NOTARY STAMP

EXHIBIT A

A TRACT OF LAND IN A PART OF LOT 4, SQUARE 59, ACCORDING TO WILLIAM A. WHITEHEAD'S MAP OF THE ISLAND OF KEY WEST, FLORIDA, DATED FEBRUARY A.D. 1829 AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE NORTHEASTERLY CORNER OF THE RIGHT OF WAY OF ELIZABETH STREET AND THE NORTHERLY LINE OF THE RIGHT OF WAY OF WINDSOR LANE; THENCE BEAR NORTH 33 DEGREES 30 MINUTES WEST ALONG THE EAST SIDE OF ELIZABETH STREET, 50 FEET TO THE POINT OF BEGINNING OF THE TRACT OF LAND HEREINAFTER DESCRIBED; THENCE CONTINUE NORTH 33 DEGREES 30 MINUTES WEST ALONG THE EAST SIDE OF ELIZABETH STREET 25.65 FEET; THENCE BEAR NORTH 56 DEGREES 30 MINUTES EAST 99.08 FEET; THENCE BEAR SOUTHEASTERLY ALONG A CYCLONE FENCE 26.0 FEET TO THE NORTHWESTERLY FACE OF A CONCRETE BLOCK BUILDING; THENCE BEAR SOUTHWESTERLY ALONG THE NORTHWESTERLY FACE OF SAID BUILDING, 25.50 FEET TO THE NORTHWEST CORNER OF SAID BUILDING AND OLD WOOD FENCE; THENCE CONTINUE BEARING SOUTHWESTERLY AND ALONG SAID OLD WOOD FENCE 72.50 FEET, MORE OR LESS, BACK TO THE POINT OF BEGINNING.

AND

ON THE ISLAND OF KEY WEST, AND KNOWN ON WILLIAM A. WHITEHEAD'S MAP, DELINEATED IN FEBRUARY, 1829, AS PART OF TRACT 5 AND A PART OF LOT 4 OF SQUARE 59, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE NORTHERLY RIGHT OF WAY LINE OF WINDSOR LANE AND THE EASTERLY RIGHT OF WAY OF ELIZABETH STREET, AND RUNNING THENCE ALONG THE NORTHERLY RIGHT OF WAY LINE OF WINDSOR LANE, ON THE ASSUMED BEARING N 90 DEGREES 00'00"E, A DISTANCE OF 46 FEET 10 INCHES, MORE OR LESS, TO A POINT WHERE AN EXISTING BRICK WALL INTERSECTS SAID NORTHERLY RIGHT OF WAY LINE, TO THE POINT OF BEGINNING: THENCE N 09 DEGREES 25'25"W, FOR A DISTANCE OF 54.59 FEET; THENCE N 12 DEGREES 29'42"W, FOR A DISTANCE OF 28.66 FEET; THENCE N 58 DEGREES 42'16"E, FOR A DISTANCE OF 32.27 FEET; THENCE S 12 DEGREES 49'03"E, FOR A DISTANCE OF 11.25 FEET; THENCE S 35 DEGREES 40'43"W, FOR A DISTANCE OF 2.26 FEET; THENCE S 12 DEGREES 23'46"E, FOR A DISTANCE OF 11.78 FEET; THENCE S 79 DEGREES 20'02"W, FOR A DISTANCE OF 2.20 FEET; THENCE S 10 DEGREES 39'58"E, FOR A DISTANCE OF 24.54 FEET; THENCE S 63 DEGREES 24'26"W, FOR A DISTANCE OF 10.63 FEET; THENCE S 39 DEGREES 15'20"W, FOR A DISTANCE OF 17.35 FEET; THENCE S 09 DEGREES

25'40"E, FOR A DISTANCE OF 32.41 FEET; THENCE N 90 DEGREES 00'00"W, FOR A DISTANCE OF 4.04 FEET BACK TO THE POINT OF BEGINNING.

EXHIBIT B

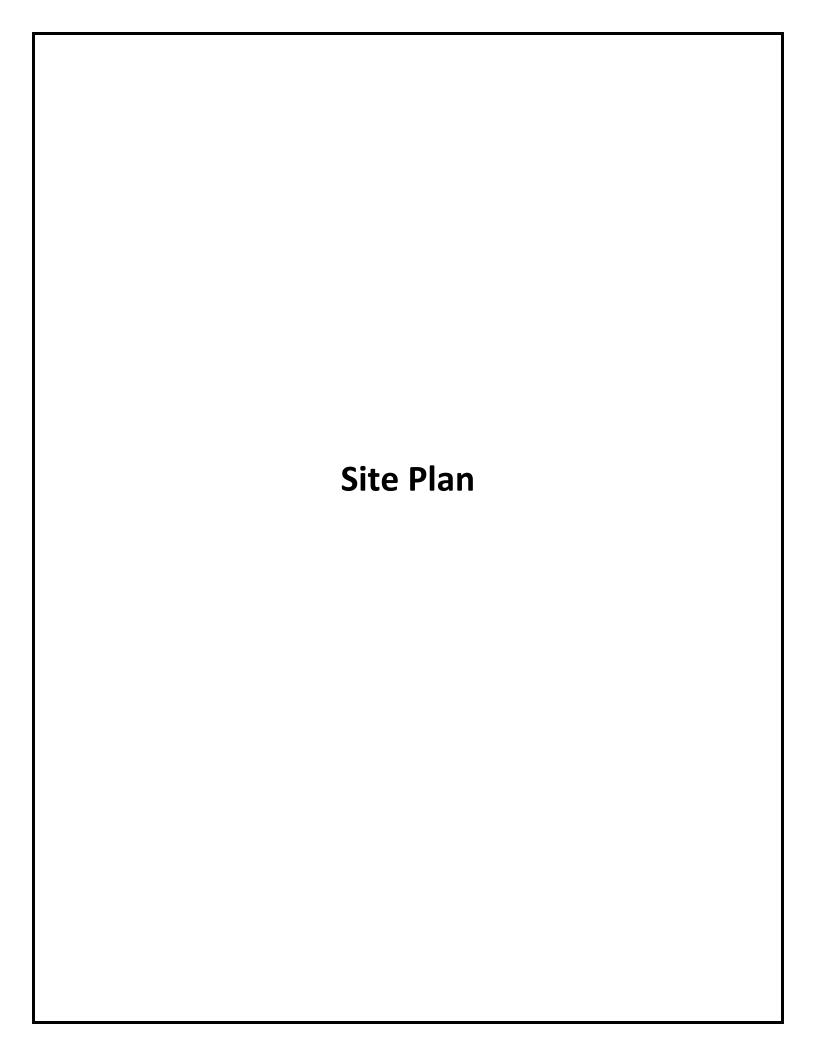
ON THE ISLAND OF KEY WEST, AND KNOWN ON WILLIAM A. WHITEHEAD'S MAP, DELINEATED IN FEBRUARY, 1829, AS PART OF TRACT 5 AND A PART OF LOT 4 OF SQUARE 59, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE NORTHERLY RIGHT OF WAY LINE OF WINDSOR LANE AND THE EASTERLY RIGHT OF WAY LINE OF ELIZABETH STREET, AND RUNNING THENCE ALONG THE NORTHERLY RIGHT OF WAY LINE OF WINDSOR LANE, ON THE ASSUMED BEARING OF N 90°00'00" E., FOR A DISTANCE OF 46 FEET 10 INCHES, MORE OF LESS, TO A POINT WHERE AN EXISTING BRICK WALL INTERSECTS SAID NORTHERLY RIGHT OF WAY LINE; THENCE CONTINUE N 90°00'00" E. FOR A DISTANCE OF 4.04 FEET; THENCE N 09°25'40" W., FOR A DISTANCE OF 32.41 FEET; THENCE N 39°15'20" E., FOR A DISTANCE OF 17.35 FEET; THENCE N 63°24'26" E., FOR A DISTANCE OF 10.63 FEET TO THE POINT OF BEGINNING; THENCE N 63°24'26" E., FOR A DISTANCE OF 1.07 FEET; THENCE N 83°23'00" E., FOR A DISTANCE OF 25.06 FEET; THENCE N 09°22'23" W., FOR A DISTANCE OF 2.92 FEET; THENCE S 77°45'02" W., FOR A DISTANCE OF 1.38 FEET; THENCE N 10°06'25" W., FOR A DISTANCE OF 37.00 FEET; THENCE S 77°55'33" W., FOR A DISTANCE OF 21.60 FEET; THENCE S 35°40'43" W., FOR A DISTANCE OF 2.26 FEET; THENCE S 12°23'46" E., FOR A DISTANCE OF 11.78 FEET; THENCE S 79°20'02" W., FOR A DISTANCE OF 2.20 FEET; THENCE S 10°39'58" E., FOR A DISTANCE OF 24.54 FEET BACK TO THE POINT OF BEGINNING.

EXHIBIT C

ON THE ISLAND OF KEY WEST AND KNOWN ON WILLIAM A. WHITEHEAD'S MAP, DELINEATED IN FEBRUARY 1829, AS A PART OF TRACT 5 AND A PART OF LOT 4 OF SQUARE 59, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE NORTHERLY RIGHT OF WAY LINE OF WINDSOR LANE AND THE EASTERLY RIGHT OF WAY OF ELIZABETH STREET, AND RUNNING THENCE ALONG THE NORTHERLY RIGHT OF WAY LINE OF WINDSOR LANE, ON THE ASSUMED BEARING N 90°00'00" E., FOR A DISTANCE OF 46 FEET 10 INCHES, MORE OR LESS TO A POINT WHERE AN EXISTING BRICK WALL INTERSECTS SAID NORTHERLY RIGHT OF WAY LINE, TO THE POINT OF BEGINNING; THENCE N 09°25'25" W., FOR A DISTANCE OF 54.59 FEET: THENCE N 59°10'43" E., FOR A DISTANCE OF 18.20 FEET; THENCE N 30°49'17" W., FOR A DISTANCE OF 9.80 FEET; THENCE N 59°10'43" E., FOR A DISTANCE OF 7.70 FEET; THENCE N 30°49'17" W., FOR A DISTANCE OF 2.80 FEET; THENCE N 59°10'43" E., FOR A DISTANCE OF 8.74 FEET; THENCE S 12°23'46" E FOR A DISTANCE OF 8.28 FEET; THENCE S 79°20'02" W., FOR A DISTANCE OF 2.20 FEET; THENCE S 10°39'58" E., FOR A DISTANCE OF 24.54 FEET; THENCE S 63°24'26" W., FOR A DISTANCE OF 10.63 FEET; THENCE S 39°15'20 W., FOR A DISTANCE OF 17.35 FEET; THENCE S 09°25'40" E., FOR A DISTANCE OF 32.41 FEET; THENCE N 90°00'00" W., FOR A DISTANCE OF 4.04 FEET BACK TO THE POINT OF BEGINNING.



703 WINDSOR LN VARIANCE AND HARC APPLICATION



SITE LOCATION

PROJECT LOCATION:
703 WINDSOR LANE
KEY WEST, FL 33040

CLIENT:

ONE CALL CONSTRUCTION



Digitally signed by Serge Mashtakov, PE 7 480 State of Florida Date: 2022.06.17 1 :24:23 -04'00'

SERGE MARMTANGY PROTAFION AL FROMFFD STATE OF LUFEDA

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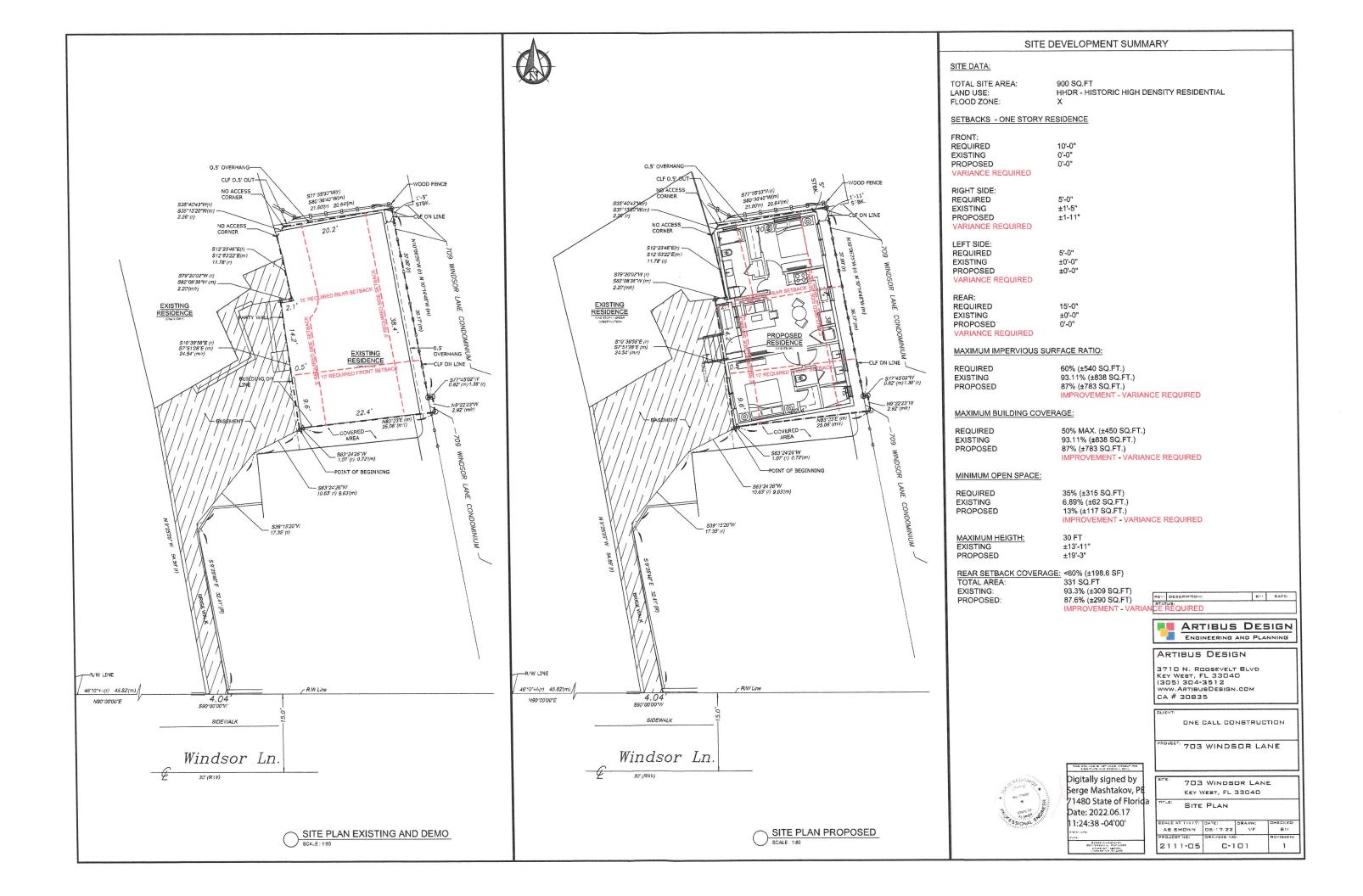
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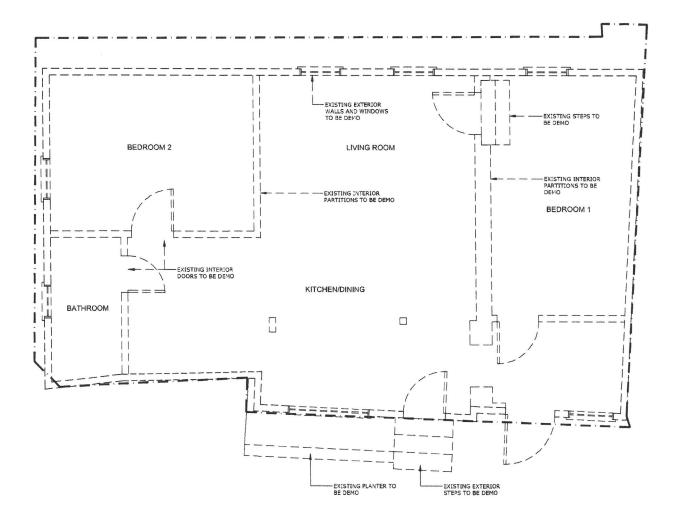
3710 N. RODSEVELT BLVD KEY WEST, FL 33040 (305) 304-3512 www.ARTIBUSDESIGN.COM CA # 30835

ONE CALL CONSTRUCTION

PROJECT: 703 WINDSOR LANE

703 WINDSOR LANE
KEY WEST, FL 33040





37'-0¹/₂" W/D MASTER BATHROOM KITCHEN/DINING BEDROOM TOILET MASTER 14'-0" 11'-6" CLOSET CLOSET LIVING ROOM BATHROOM MASTER BEDROOM MINISPLIT CONDENSER -REBUILD STAIRS WITHIN EXISTING EASEMENT

FLOOR PLAN - DEMOLITION
SCALE: 3/8"=1"-0"

FLOOR PLAN - PROPOSED

SCALE : 3/8"=1'-0"



703 WINDSOR LANE



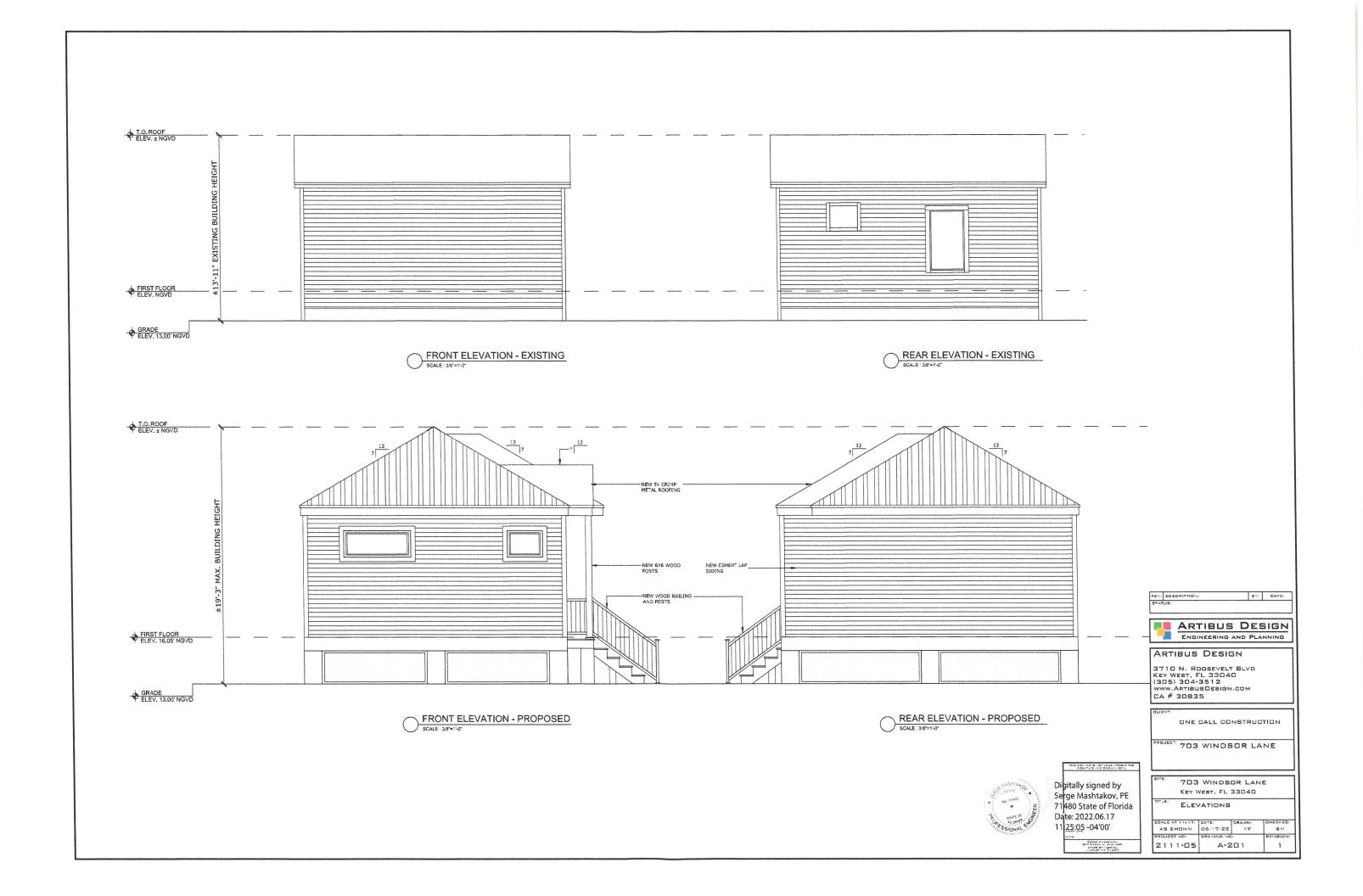
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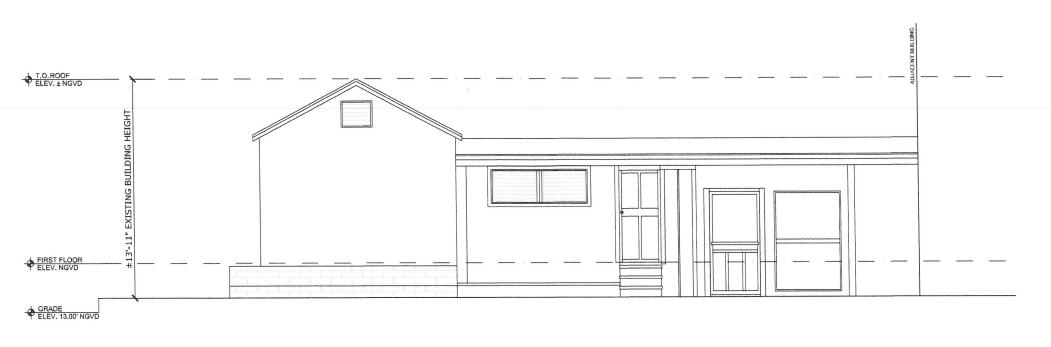
> ESAGE MASHTAKO/ PROTESPICI AL FRICUEPO STATE DE L'ONDA LIFERNE NO 714PD

SITE: 703 WINDSOR LANE
KEY WEST, FL 33040

TITLE: FLOOR PLANS

BOALS AT HALT?: DATE: DRAWN: DMEDS
AS SHOWN D6:17/22 VE





RIGHT SIDE ELEVATION - EXISTING
SCALE: 3/6"=1"40"



RIGHT SIDE ELEVATION - PROPOSED

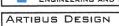
SCALE: 38'=1'-40"



Digitally signed by Serge Mashtakov, PE 7 480 State of Florida Date: 2022.06.17 1 225:20 -04'00'

PROTESTION AL PHOLIPPO STATE OF LUPICA REV. DEBCRIPTION: EY: DATE:
STATUS:

ARTIBUS DESIGN
ENGINEERING AND PLANNING

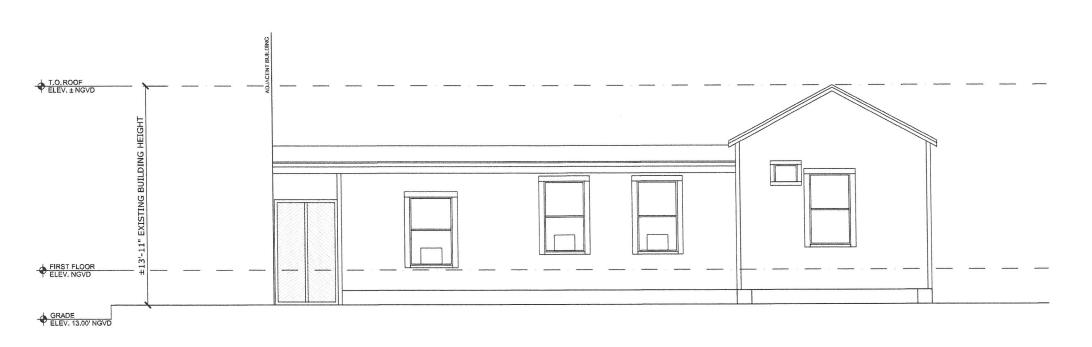


3710 N. ROOSEVELT BLVD KEY WEST, FL 33040 (305) 304-3512 WWW.ARTIBUSDESIGN.COM CA # 30835

ONE CALL CONSTRUCTION

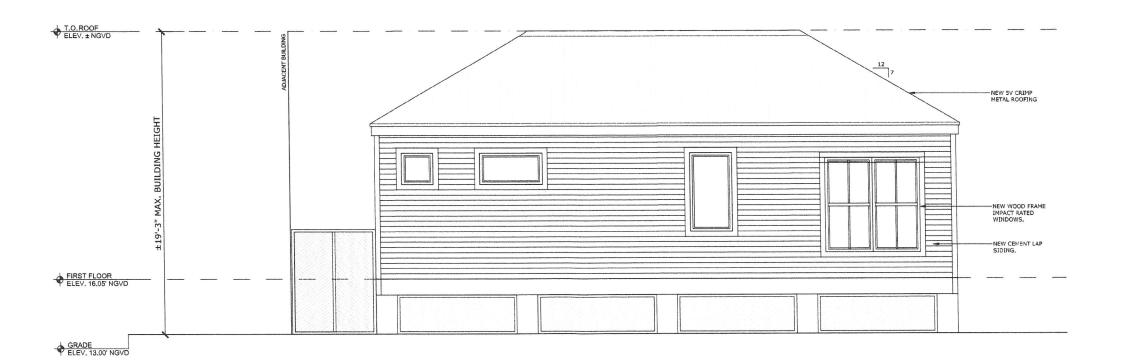
PROJECT: 703 WINDSOR LANE

703 WINDSOR LANE
KEY WEST, FL 33040
TITLE: ELEVATIONS



LEFT SIDE ELEVATION - EXISTING

SCALE: 3/8"=1"-4"



LEFT SIDE ELEVATION - PROPOSED

SCALE: 3/8 = 1'-0"



Digitally signed by Serge Mashtakov, PE 71480 State of Florida Date: 2022.06.17 1:25:32 -04'00'

SERGE MASHTANDY PROTESTICI AL FRONTISED EXTRE DE L'URIDA L'ORIGE NO 71480 REV: DESCRIPTION: SV: DATE:
STATUS:

ARTIBUS DESIGN



3710 N. ROOSEVELT BLVD KEY WEST, FL 33040 (305) 304-3512 www.ARTIBUSDESIGN.COM CA # 30835

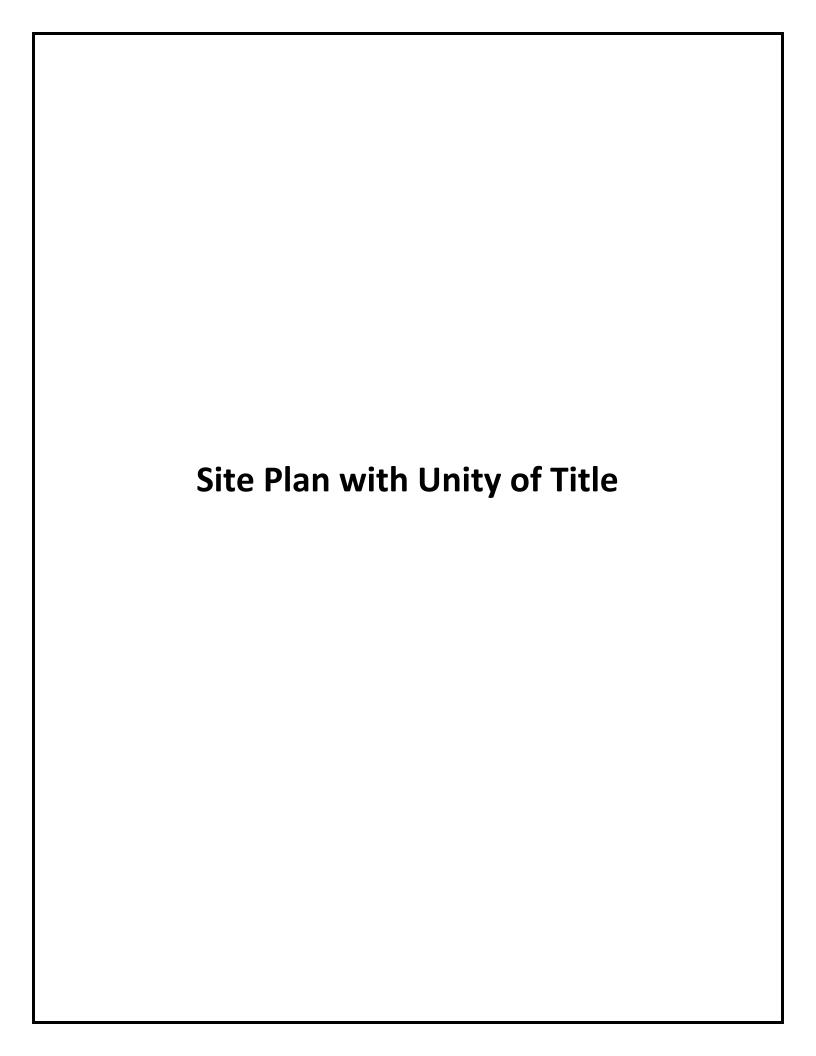
ONE CALL CONSTRUCTION

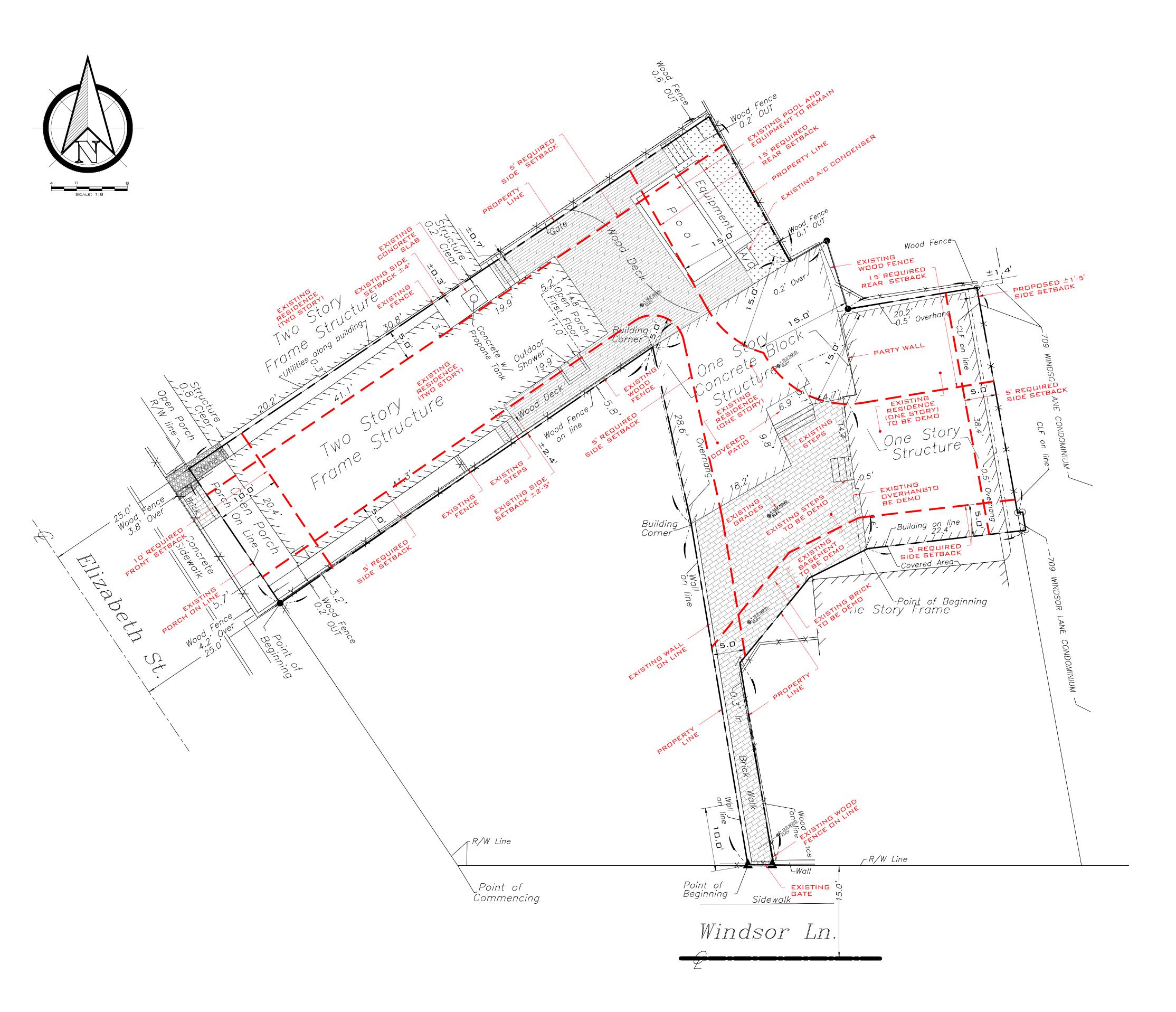
PROJECT: 703 WINDSOR LANE

SITE: 703 WINDSOR LANE

KEY WEST, FL 33040

CLE: ELEVATIONS





EXISTING SITE PLAN SCALE: 1" = 8'-0"

SITE DATA (DEVELOPMENT SUMMARY):

TOTAL SITE AREA: ±4,936.46 SQ.FT

LAND USE: HHDR FLOOD ZONE:

SETBACKS - RESIDENCE

SIDE: (627 ELIZABETH STREET)

REQUIRED

EXISTING \pm 0'-4" AND \pm 0'-8" OVER PROPERTY LINE

PROPOSED ±□'-4"

FRONT: (627 ELIZABETH STREET) REQUIRED 1 0'-0"

EXISTING ±0'-0" ON PROPERTY LINE PROPOSED NO CHANGE

SIDE: (627 ELIZABETH STREET) 5'-0" REQUIRED ±2'-5" EXISTING

PROPOSED NO CHANGE

SIDE: (701 WINDSOR LANE)

REQUIRED EXISTING \pm 0 $^{ extsf{I}}$ 0 $^{ extsf{V}}$ ER PROPERTY LINE

PROPOSED NO CHANGE

SIDE: (703 WINDSOR LANE) REQUIRED 5'-0"

EXISTING ±0'-0" ON PROPERTY LINE

PROPOSED NO CHANGE

VARIANCE REQUIRED (VERTICAL INCREASE)

SIDE: (703 WINDSOR LANE) 5'-0" REQUIRED EXISTING ± 1 '-5"

PROPOSED NO CHANGE

VARIANCE REQUIRED (VERTICAL INCREASE)

REAR: (703 WINDSOR LANE/627 ELIZABETH ST)

REQUIRED 1 5'-0" EXISTING \pm 0 $^{ extsf{I}}$ 0 $^{ extsf{V}}$ ER PROPERTY LINE \pm 0 $^{\prime}$ -0 $^{\prime\prime}$ ON PROPERTY LINE PROPOSED

VARIANCE REQUIRED (VERTICAL INCREASE)

MAXIMUM IMPERVIOUS SURFACE RATIO:

REQUIRED 60.00% (2,962 SQ.FT.) EXISTING 80.50% (±3,974 SQ.FT.) PROPOSED 73.96% (±3,651 SQ.FT.)

IMPROVEMENT - VARIANCE REQUIRED

MAXIMUM BUILDING COVERAGE:

REQUIRED 50.00% (±2,468 SQ.FT.) EXISTING 61.34% (±3,028 SQ.FT.) PROPOSED 61.02% (±3,012 SQ.FT.)

IMPROVEMENT - VARIANCE REQUIRED

MINIMUM OPEN SPACE:

REQUIRED 35.00% ($\pm 1,728$ SQ.FT) 8.02% (±396 SQ.FT.) EXISTING PROPOSED

13.55% (±669 SQ.FT.) IMPROVEMENT - VARIANCE REQUIRED

MAXIMUM HEIGHT: 30 FT EXISTING ±26'-5" PROPOSED NO CHANGE

REAR SETBACK COVERAGE: > 30% (± 792 SQ.FT.) TOTAL AREA: ± 1,041 SQ.FT. COVERED BY BUILDING: 58.69% (± 611 SQ.FT.) VARIANCE REQUIRED

REV: DESCRIPTION:

STATUS: FINAL



BY: DATE:

ARTIBUS DESIGN

3710 N. ROOSEVELT BLVD KEY WEST, FL 33040 (305) 304-3512 WWW.ARTIBUSDESIGN.COM CA # 30835

ONE CALL CONSTRUCTION

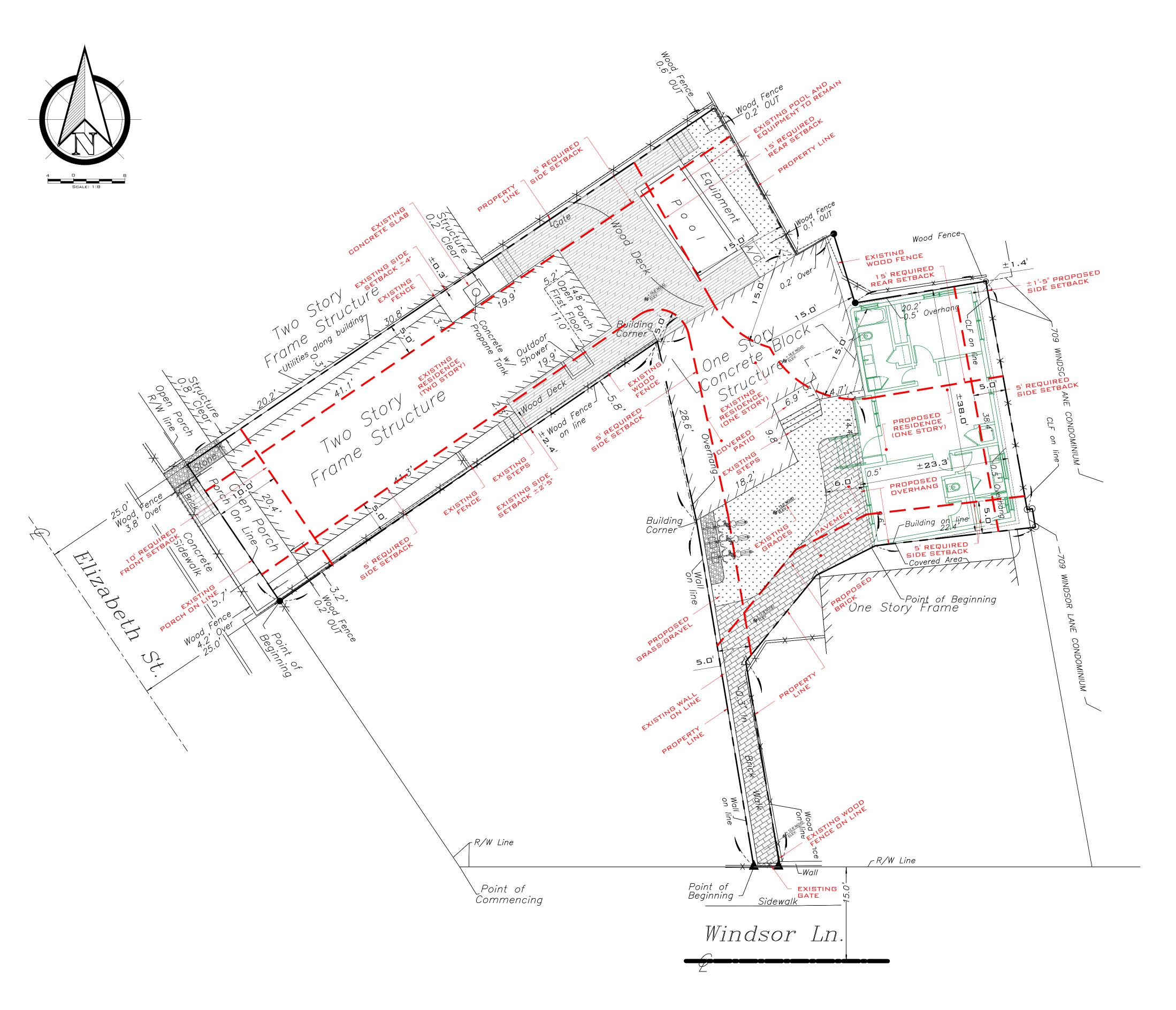
627 ELIZABETH ST

627 ELIZABETH ST KEY WEST, FL 33040 EXISTING SITE PLAN

> SCALE AT 11x17: DATE: CHECKED: AS SHOWN 09/30/22 SAM PROJECT NO: REVISION: 2111-05 C-101

SERGE MASHTAKOV PROFESSIONAL ENGINEER STATE OF FLORIDA LICENSE NO 71480

HIS DRAWING IS NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL SEAL



PROPOSED SITE PLAN

SITE DATA (DEVELOPMENT SUMMARY):

TOTAL SITE AREA: ±4,936.46 SQ.FT

LAND USE: HHDR FLOOD ZONE:

SETBACKS - RESIDENCE

SIDE: (627 ELIZABETH STREET)

REQUIRED \pm 0'-4" AND \pm 0'-8" OVER PROPERTY LINE

EXISTING PROPOSED ±□'-4"

FRONT: (627 ELIZABETH STREET)

REQUIRED 1 0'-0" EXISTING ±0'-0" ON PROPERTY LINE

NO CHANGE

SIDE: (627 ELIZABETH STREET)

PROPOSED

5'-0" REQUIRED ±2'-5"

EXISTING PROPOSED

NO CHANGE

SIDE: (701 WINDSOR LANE)

REQUIRED

EXISTING \pm 0 $^{ extsf{I}}$ 0 $^{ extsf{V}}$ ER PROPERTY LINE

PROPOSED NO CHANGE

SIDE: (703 WINDSOR LANE) REQUIRED 5'-0"

EXISTING ±0'-0" ON PROPERTY LINE

PROPOSED NO CHANGE

VARIANCE REQUIRED (VERTICAL INCREASE)

SIDE: (703 WINDSOR LANE) 5'-0" REQUIRED EXISTING ± 1 '-5"

PROPOSED NO CHANGE

VARIANCE REQUIRED (VERTICAL INCREASE)

REAR: (703 WINDSOR LANE/627 ELIZABETH ST)

REQUIRED 1 5'-0" EXISTING \pm 0 $^{ extsf{I}}$ 0 $^{ extsf{V}}$ ER PROPERTY LINE \pm 0 $^{\prime}$ -0 $^{\prime\prime}$ ON PROPERTY LINE PROPOSED

VARIANCE REQUIRED (VERTICAL INCREASE)

MAXIMUM IMPERVIOUS SURFACE RATIO:

REQUIRED 60.00% (2,962 SQ.FT.) EXISTING 80.50% (±3,974 SQ.FT.) PROPOSED 73.96% (±3,651 SQ.FT.)

IMPROVEMENT - VARIANCE REQUIRED

MAXIMUM BUILDING COVERAGE:

REQUIRED 50.00% (±2,468 SQ.FT.) EXISTING 61.34% (±3,028 SQ.FT.) PROPOSED 61.02% (±3,012 SQ.FT.)

IMPROVEMENT - VARIANCE REQUIRED

MINIMUM OPEN SPACE:

REQUIRED 35.00% ($\pm 1,728$ SQ.FT) 8.02% (±396 SQ.FT.) EXISTING PROPOSED

13.55% (±669 SQ.FT.) IMPROVEMENT - VARIANCE REQUIRED

MAXIMUM HEIGHT: 30 FT EXISTING ±26'-5" PROPOSED NO CHANGE

REAR SETBACK COVERAGE: > 30% (± 792 SQ.FT.) TOTAL AREA: ± 1,041 SQ.FT. COVERED BY BUILDING: 58.69% (± 611 SQ.FT.)

VARIANCE REQUIRED

REV: DESCRIPTION: BY: DATE: STATUS: FINAL

ARTIBUS DESIGN



ARTIBUS DESIGN

3710 N. ROOSEVELT BLVD KEY WEST, FL 33040 (305) 304-3512 WWW.ARTIBUSDESIGN.COM CA # 30835

ONE CALL CONSTRUCTION

627 ELIZABETH ST

HIS DRAWING IS NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL SEAL

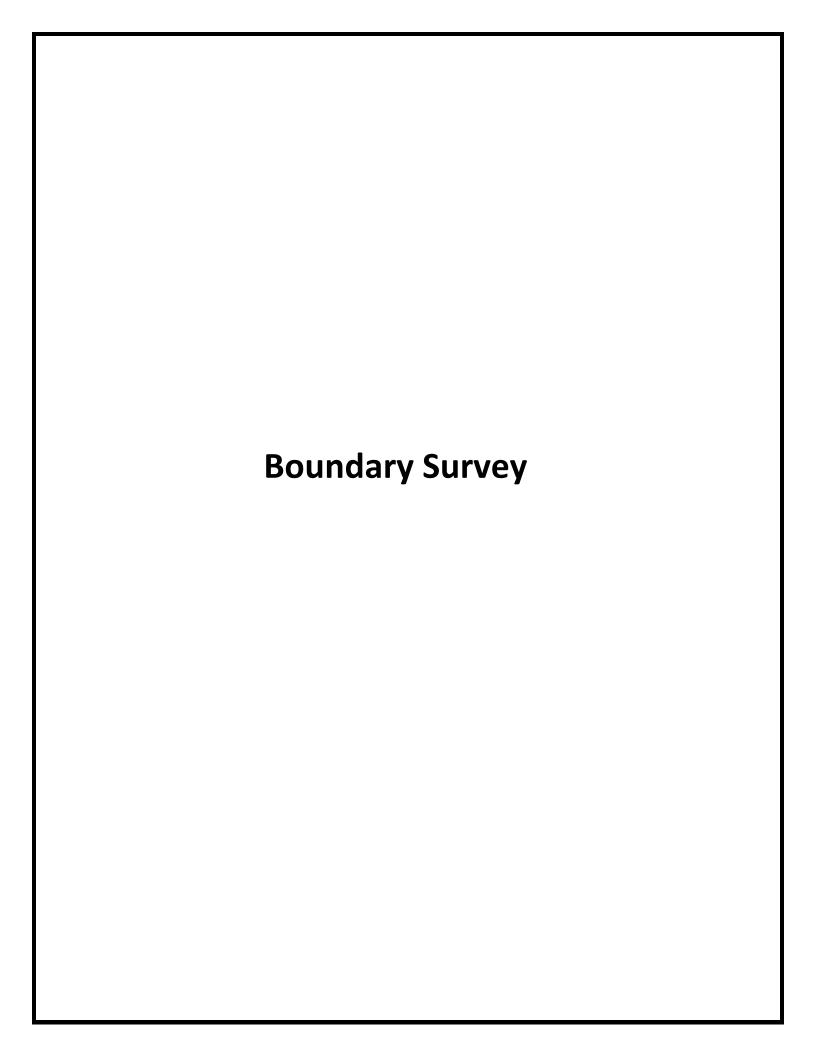
SERGE MASHTAKOV PROFESSIONAL ENGINEER STATE OF FLORIDA LICENSE NO 71480

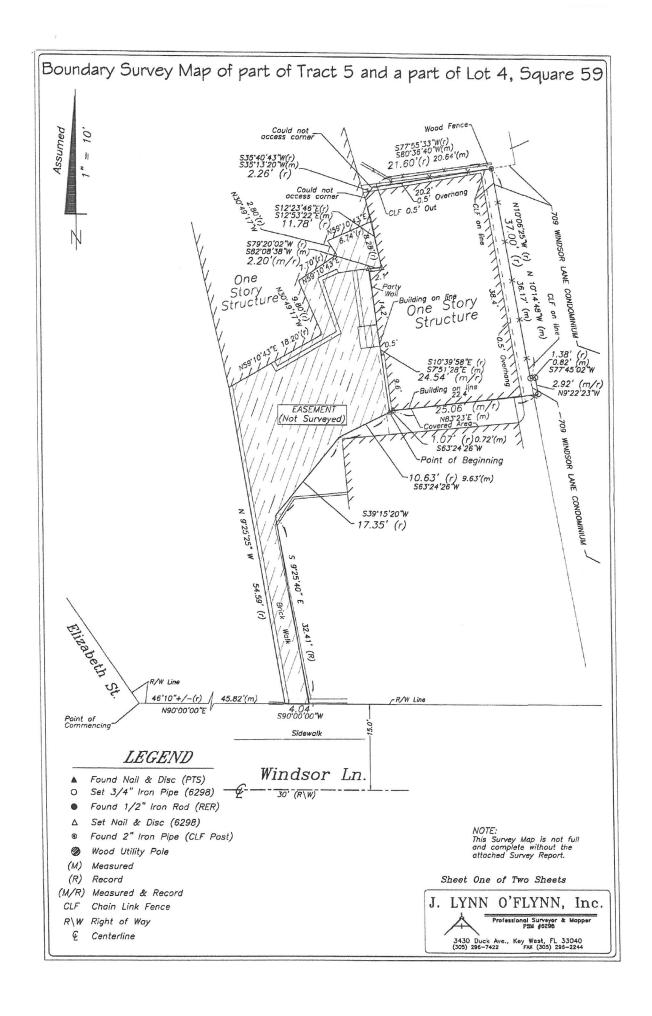
627 ELIZABETH ST KEY WEST, FL 33040

PROPOSED SITE PLAN SCALE AT 11x17: DATE:

AS SHOWN 09/30/22 SAM PROJECT NO: REVISION: 2111-05 C-102

SCALE: 1" = 8'





Boundary Survey Report of part of Tract 5 and a part of Lot 4, Square 59, Island of Key West

1. The legal description shown hereon was furnished by the client or their agent.

2. Underground foundations and utilities were not located.

3. All angles are 90° (Measured & Record) unless otherwise noted.
4. Street address: 703 Windsor Lane, Key West, FL.
5. This survey is not valid without the signature and the original raised seal of a Florida licensed surveyor and mapper.

6. Lands shown hereon were not abstracted for rights-of-way, easements,

ownership, or other instruments of record.

Bearings are based on the Northerly right of way line of Windsor Ln. as N 90°00'00" E.

8. All bricking and concrete is not shown.
9. Date of field work: May 19, 2021
10. This Survey Report is not full and complete without the attached Survey Map.

11. The ownership of fences is undeterminable unless otherwise noted

BOUNDARY SURVEY OF:

ON THE ISLAND OF KEY WEST, AND KNOWN ON WILLIAM A. WHITEHEAD'S MAP, DELINEATED IN FEBRUARY 1829, AS PART OF TRACT 5 AND A PART OF LOT 4 OF SQUARE 59, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE NORTHERLY RIGHT OF WAY LINE OF WINDSOR LANE AND THE EASTERLY RIGHT OF WAY LINE OF ELIZABETH STREET, AND RUNNING THENCE ALONG THE NORTHERLY RIGHT OF WAY LINE OF WINDSOR LANE, ON THE ASSUMED BEARING OF N 90°00'00" E, FOR A DISTANCE OF 46 FEET 10 INCHES, MORE OF LESS, TO A POINT WHERE AN EXISTING BRICK WALL INTERSECTS SAID NORTHERLY RIGHT OF WAY LINE; THENCE CONTINUE N 90°00'00" E. FOR A DISTANCE OF 4.04 FEET; THENCE N 09°25'40" W., FOR A DISTANCE OF 32.41 FEET; THENCE N 39°15'20" E., FOR A DISTANCE OF 17.35 FEET; THENCE N 63°24'26" E., FOR A DISTANCE OF 10.63 FEET TO THE POINT OF BEGINNING; THENCE N 63°24'26" E., FOR A DISTANCE OF 1.07 FEET; THENCE N 63°23'00" E., FOR A DISTANCE OF 25.06 FEET; THENCE N 09°22'23" W., FOR A DISTANCE OF 2.92 FEET; THENCE S 77°45'02" W., FOR A DISTANCE OF 1.38 FEET; THENCE N 10°06'25" W., FOR A DISTANCE OF 37.00 FEET; THENCE S 77°55'33" W., FOR A DISTANCE OF 2.26 FEET; THENCE S 10°39'58" E., FOR A DISTANCE OF 2.26 FEET; THENCE S 10°39'58" E., FOR A DISTANCE OF 2.4.54 FEET BACK TO THE POINT OF BEGINNING.

EASEMENT (Not Surveyed):

TOGETHER WITH THE FOLLOWING EASEMENT OF INGRESS AND EGRESS FROM 705 (REAR LEFT) WINDSOR LANE, MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

ON THE ISLAND OF KEY WEST AND KNOWN ON WILLIAM A. WHITEHEAD'S MAP, DELINEATED IN FEBRUARY 1829, AS A PART OF TRACT 5 AND A PART OF LOT 4 OF SQUARE 59, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE NORTHERLY RIGHT OF WAY LINE OF WINDSOR LANE AND THE EASTERLY RIGHT OF WAY OF ELIZABETH STREET, AND RUNNING THENCE ALONG THE NORTHERLY RIGHT OF WAY LINE OF WINDSOR LANE, ON THE ASSUMED BEARING N 90°00'00" E., FOR A DISTANCE OF 46 FEET 10 INCHES, MORE OR LESS TO A POINT WHERE AN EXISTING BRICK WALL INTERSECTS SAID NORTHERLY RIGHT OF WAY LINE, TO THE POINT OF BEGINNING; THENCE N 09°25'25" W., FOR A DISTANCE OF 54.59 FEET; THENCE N 59°10'43" E., FOR A DISTANCE OF 18.20 FEET; THENCE N 30°49'17" W., FOR A DISTANCE OF 9.80 FEET; THENCE N 59°10'43" E., FOR A DISTANCE OF 7.70 FEET; THENCE N 30°49'17" W., FOR A DISTANCE OF 2.80 FEET; THENCE N 59°10'43" E., FOR A DISTANCE OF 8.74 FEET; THENCE S 12°23'46" E FOR A DISTANCE OF 8.28 FEET; THENCE S 79°20'02" W., FOR A DISTANCE OF 8.28 FEET; THENCE S 79°20'02" W., FOR A DISTANCE OF 8.20 FEET; THENCE S 79°20'02" W., FOR A DISTANCE OF 8.20 FEET; THENCE S 79°20'02" W., FOR A DISTANCE OF 8.24 FEET; THENCE S 79°20'02" W., FOR A DISTANCE OF 8.25 FEET; THENCE S 79°20'02" W., FOR A DISTANCE OF 8.26 FEET; THENCE S 79°20'02" W., FOR A DISTANCE OF 8.26 FEET; THENCE S 79°20'02" W., FOR A DISTANCE OF 8.26 FEET; THENCE S 79°20'02" W., FOR A DISTANCE OF 8.26 FEET; THENCE S 79°20'02" W., FOR A DISTANCE OF 8.26 FEET; THENCE S 79°20'02" W., FOR A DISTANCE OF 8.26 FEET; THENCE S 79°20'02" W., FOR A DISTANCE OF 8.26 FEET; THENCE S 79°20'02" W., FOR A DISTANCE OF 8.26 FEET; THENCE S 79°20'02" W., FOR A DISTANCE OF 8.26 FEET; THENCE S 79°20'02" W., FOR A DISTANCE OF 8.26 FEET; THENCE S 79°20'02" W., FOR A DISTANCE OF 8.26 FEET; THENCE S 79°20'02" W., FOR A DISTANCE OF 8.26 FEET; THENCE S 79°20'02" W., FOR A DISTANCE OF 8.26 FEET; THENCE S 79°20'02" W., FOR A DISTANCE OF 8.26 FEET; THENCE S 79°20'02" W., FOR A DISTANCE OF 8.26 FEET; THENCE S 79°20'02" W., FOR A DISTANCE OF 8.26 FEET; THENCE S 79°20'02" W., FOR A DISTANCE OF 8.26 FEET; THENCE S 79°20'02" W., FOR A DISTANCE OF 8.26 FEET; THENCE S 79°20'02" W., FOR A DISTANCE OF 8.26 FEET; THENCE S 79°20'02" W., FOR DISTANCE OF 2.20 FEET; THENCE S 10°39'58" E., FOR A DISTANCE OF 24.54 FEET; THENCE S 63°24'26" W., FOR A DISTANCE OF 10.63 FEET; THENCE S 39°15'20 W., FOR A DISTANCE OF 17.35 FEET; THENCE S 09°25'40" E., FOR A DISTANCE OF 32.41 FEET; THENCE N 90°00'00" W., FOR A DISTANCE OF 4.04 FEET BACK TO THE POINT OF BEGINNING.

Kevin Trapani and Jennifer Trapani; Spottswood, Spottswood, Spottswood & Sterling, PLLC; BOUNDARY SURVEY FOR: Chicago Title Insurance Company;

6223

STATE OF

I HEREBY CERTIFY that this survey was made under my responsible charge and meets the Standard of Practice as set forth by the Florida Board of Professional Surveyors & Mappers in Chapter 5J-17, Florida Administrative Code, pursuant to Section 472.027, Florida Statutes.

J. LYNN O'FEANN, INC.

J. Lynn O'Flynn, PSN #6298 Florida Reg/

May 25, 2021

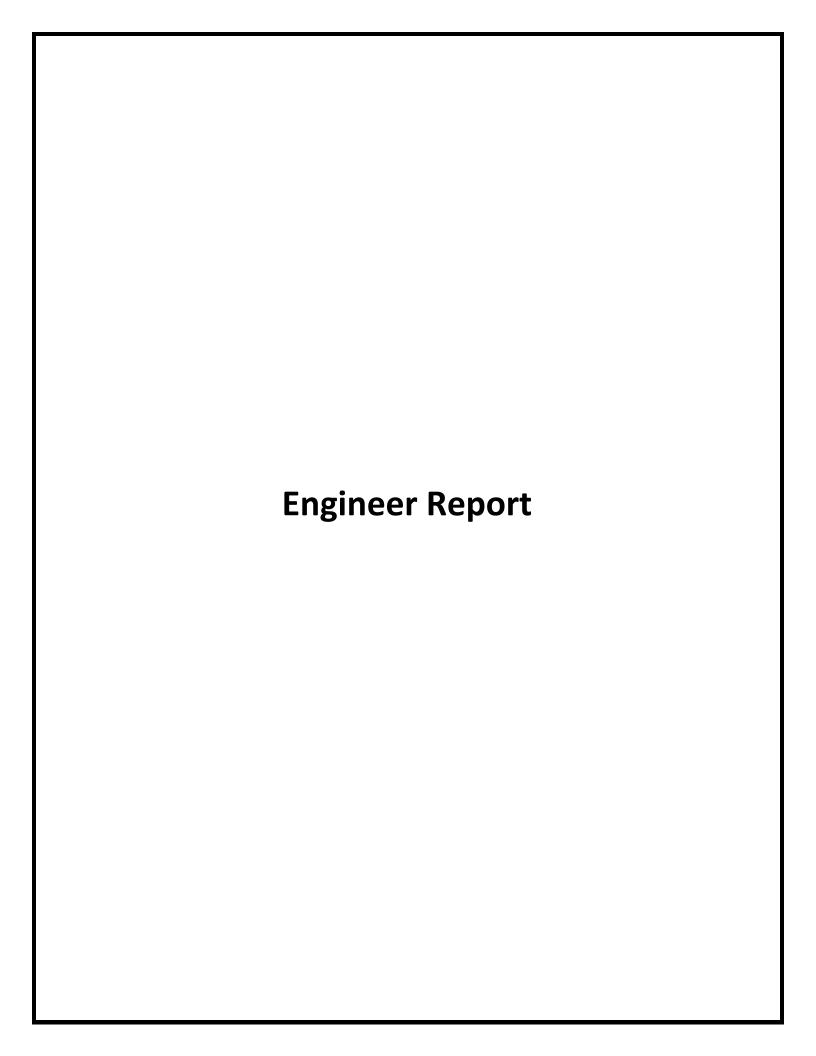
THIS SURVEY IS NOT ASSIGNABLE

Sheet Two of Two Sheets

J. LYNN O'FLYNN, Inc.

Professional Surveyor & Mapper PSM #6298

3430 Duck Ave., Key West, FL 33040 (305) 296-7422 FAX (305) 296-2244



703 Windsor Project Report

703 Windsor Lane Key West, Florida 33040

Prepared By:

Richard J. Milelli, P.E.'
P.E. # 58315

Northstar Engineering, LLC
201 Front St. Ste. 203

Key West, FL 33040
(305) 481-0400

Certificate of Authorization # 34715

April 27, 2022



Introduction

The purpose of this report is to offer a professional engineering opinion on the integrity and safety of the residential structure at 703 Windsor Lane, Key West. The findings of this report are based on a site visit to the property on March 11, 2022.

Background

According to the Monroe County Property Appraiser's office, the single story wood structure was built in 1948. The property is owned by Evelyn Burkart and Jennifer Trapani. The finished square footage of the structure is approximately 808 square feet. The wood structure is attached to the rear of 705 Windsor Lane which is owned by Susanne Dougald and to the side of the 627 Elizabeth Street structure which is also owned by the Trapani family.

Findings

The contractor, One Call Construction, had removed the wall and ceiling coverings prior to my site visit. The wall studs and rafters were exposed. In addition, I walked around the perimeter of the structure to observe the siding, foundation, and fenestrations.

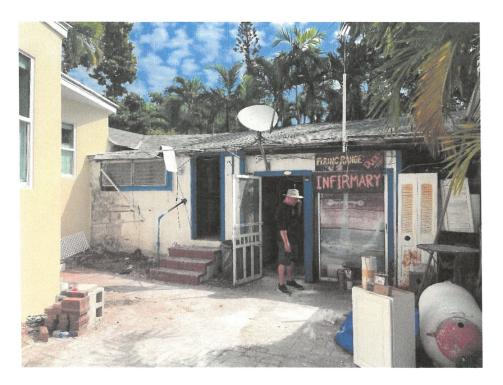
Overall, the structure is in poor condition. There is evidence of significant termite damage and rot in the framing. The wood rim beam is in poor condition with evidence of significant rot and termite damage and no longer adequately supporting the load-bearing wall studs and roof. The majority of window openings were damaged. The asphalt shingle roof is in disrepair. The siding is in poor condition with numerous locations showing rot and decay. The structure has not been maintained and neglected for many years.

The foundation is in very poor condition. The structure is located on a crumbling limestone cistern and a mixture of concrete blocks and limestone columns. There are no indications of tie downs between the foundation and structure.

Recommendation

In my opinion as a Professional Engineer in the State of Florida, the structure and foundation are currently dangerous and a safety hazard and should be demolished.

Photographs



Photograph 1: View of the entrance to 703 Windsor. The asphalt shingle roof, windows and walls appear in poor condition. The structure is connected to 627 Elizabeth Street on the left and 705 Windsor on the right.



Photograph 2: Interior of the structure.



Photograph 3: Another picture of the interior of the structure.



Photograph 4: Photograph of the exterior showing the damaged siding, rim beam and deteriorated foundation.



Photograph 5: Photograph of exterior showing damaged windows and rotten siding.



Photograph 6: Another photograph showing the foundation. .

One Call Office Manager

From: Raj Ramsingh <raj.ramsingh@cityofkeywest-fl.gov>

Sent: Monday, July 11, 2022 5:26 PM

To: One Call Office Manager; Enid Torregrosa

Subject: [EXTERNAL] 703 Windsor Lane

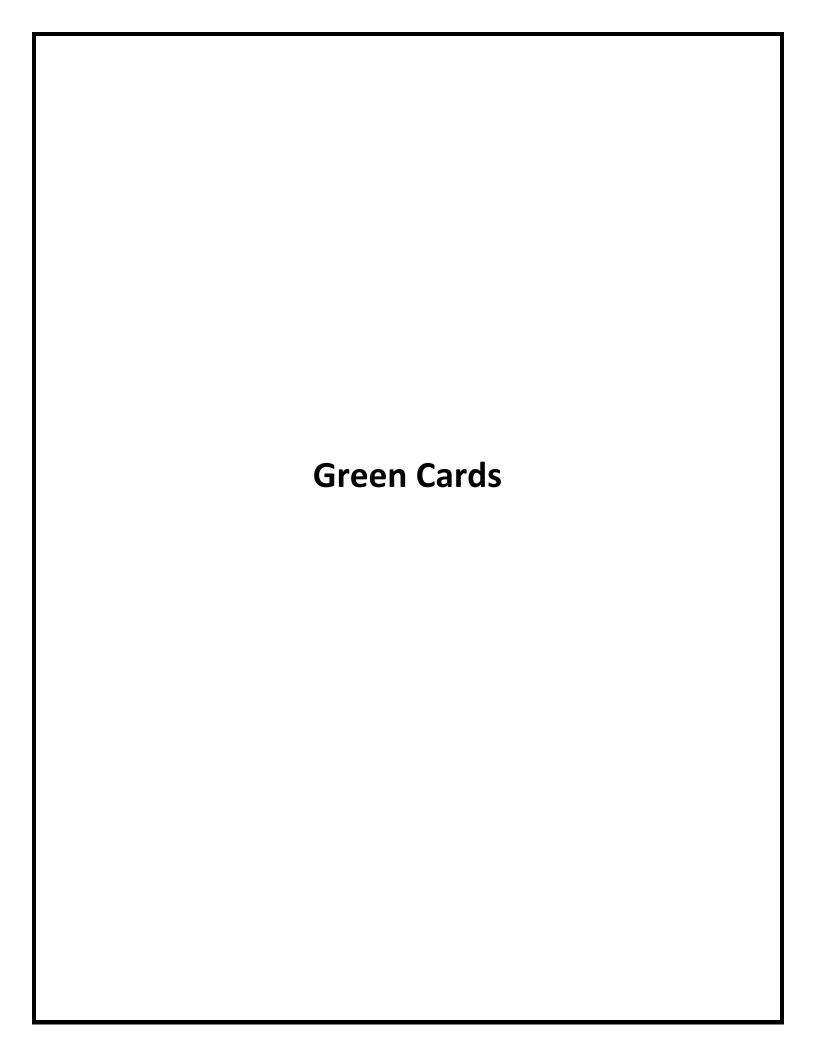
Attachments: 703 Windsor Engineering Report.pdf

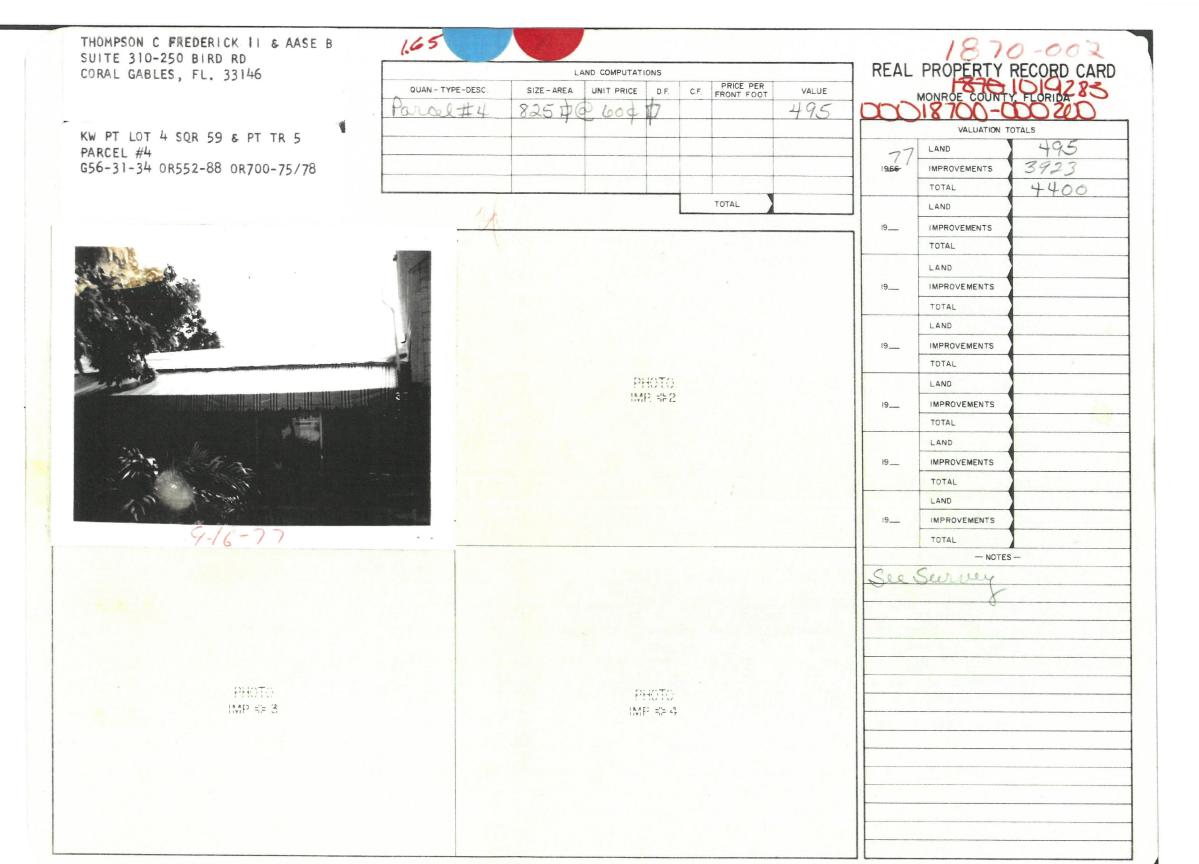
Afternoon Enid,

This email is to inform you that I agree with the engineering report on 703 Winsor Lane attached. This structure is beyond repair and therefor should be taken down in order to safely rebuild. Any new structure will of course need to have HARC approval.

Thank you,

Raj Ramsingh Chief Building Official / Building Director City of Key West





THOMPSON C FREDERICK 11 & AASE B SUITE 310-250 BIRD RD CORAL GABLES, FL. 33146

KW PT LOT 4 SQR 59 & PT TR 5 PARCEL #2 & 3 G56-31-34 OR552-88 OR700-75/78

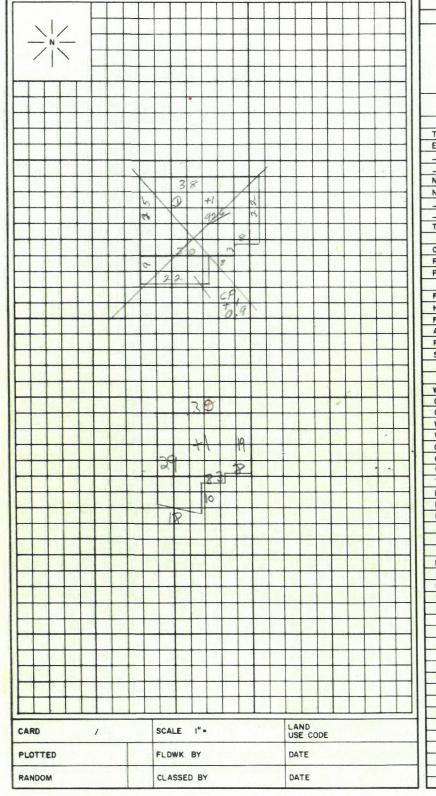
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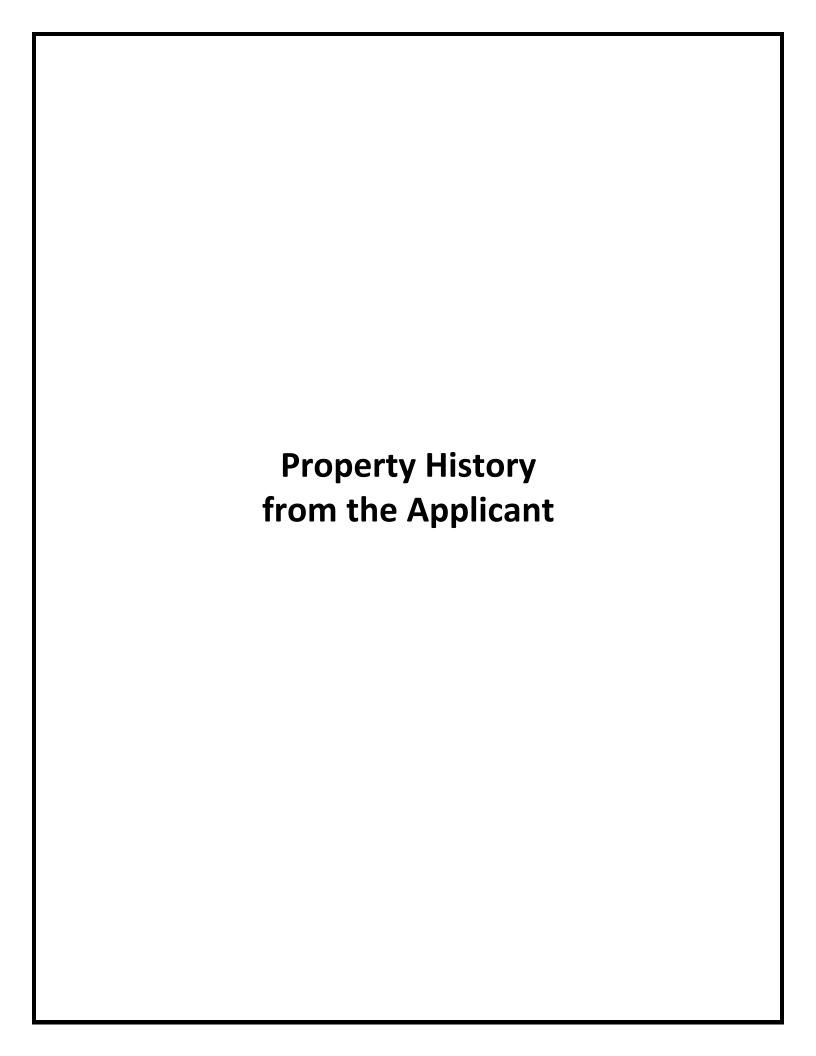
PHOTO INF == 4

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701-703-705 Warranty Deed & Property Division

ADDRESS	DATE	DOCUMENT	DESCRIPTION	GRANTOR/GRANTEE
703 Windsor	Nov., 14, 2006	OR 2252/1024	Warranty Deed	Cabanas/Magali to Koenig
701, 703 Windsor	April 21, 2004	OR 1994/2469	Warranty Deed	Potter to Cabanas/Magali
701, 703 Windsor	July 27, 1998	OR 1529/1311	Warranty Deed	Possemato estate to Potter
701, 703 Windsor	Feb, 17, 1987	OR 1003/1903	Warranty Deed	McGruddy to Possemato
701, 703 Windsor	March 29, 1979	OR 784/1663	Warranty Deed	Thompson to McGruddy
701, 703 Windsor	March 5, 1979	OR 783/134	Quit Claim	Sanchez to Thompson
701, 703 Windsor	March 5, 1979	OR 783/131	Quit Claim	McMullan to Thompson
701, 703 Windsor	Feb. 14, 1979	OR 783/129	Quit Claim	Mounts to Thompson
705 Windsor	Dec. 30, 1977	OR 751/961	705 Only	Thompson to Potter
701, 703, 705 Windsor	March 1977	OR 700/75	701, 703, 705	Soldano estate to Thompson

