

RECEIVED

SEP 16 2014

CITY OF KEY WEST  
PLANNING DEPT.

Variance Application  
City of Key West Planning Department  
3140 Flagler Avenue, Key West, FL 33040  
(305) 809-3720



Variance Application

Please completely fill out this application and attach all necessary documents. This will help our staff to process your request quickly and obtain necessary information without delay. If you have any questions please call 305-809-3720 to schedule an appointment with a Planner.

Please print or type a response to the following:

1. Site Address 3226 EAGLE AVE
2. Name of Applicant MIROSLAVA (MIRKA) PALANSKA
3. Applicant is: Owner \_\_\_\_\_ Authorized Representative X
4. Address of Applicant 3226 Eagle Ave Key West FL
5. Phone # of Applicant \_\_\_\_\_ Mobile# 305-393-9517
6. E-Mail Address mirka.pal@gmail.com
7. Name of Owner, if different than above Alena Lembach
8. Address of Owner 22 Marianске namestie, PODOLINEC,  
SLOVAKIA 06503
9. Phone # of Owner \_\_\_\_\_
10. Email Address lembach64@gmail.com
11. Zoning District of Parcel \_\_\_\_\_ RE# \_\_\_\_\_
12. Description of Proposed Construction, Development, and Use  
The proposed structure will be used as a  
shed/storage room. It will be partially  
attached to the house and it will be almost  
on the fence line.
13. List and describe the specific variance(s) being requested:  
From my understanding the structure should  
be 5ft from the side 7ft from the back  
and 20ft from the front. The side and back  
portion of this shed will be much much closer to  
the fences. Less than one foot from back & side.

6inches from side fence. 2inches from back.

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14. 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 Requirement	Existing	Proposed	Variance Request
Zoning	MDR			
Flood Zone	N/A			
Size of Site	1719			
Height	35'	25'	25'	N
Front Setback	30/20	20	20	N
Side Setback	7	2	0	0 setback
Side Setback	7	0	0	N
Street Side Setback	N/A			N
Rear Setback	20	0	0	0 Setback
F.A.R	N/A			N
Building Coverage	35%	35%	35%	N
Impervious Surface	50%	40%	38%	2%
Parking	1	1	1	N
Handicap Parking	N/A			
Bicycle Parking	N/A			
Open Space/ Landscaping	N/A			
Number and type of units	(1/4) A plex			
Consumption Area or Number of seats	N/A			

15. Is Subject Property located within the Historic District? Yes \_\_\_\_\_ No ☒   
 If Yes, attach HARC approval and approved site plans

Meeting Date \_\_\_\_\_ HARC Approval # \_\_\_\_\_

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16. Are there any easements, deed restrictions or other encumbrances attached to the subject property? Yes \_\_\_\_\_ No X If Yes, please describe and attach relevant documents

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17. Will the work be within the dripline (canopy) of any tree on or off the property?  
YES \_\_\_\_\_ NO X

If yes, provide date of landscape approval, and attach a copy of such approval.

This application is pursuant to Section 106-51 & 52 City of Key West Land Development Regulations.

If the applicant would like additional information, electronic version of the City's Code of Ordinances can be found either through [www.keywestcity.com](http://www.keywestcity.com), Planning Department archives or at [www.municode.com](http://www.municode.com). Once there, search Online Library/Florida/Key West/Chapter 122.

**\*Please note, variance approvals are quasi-judicial hearings, and it is improper for the owner or signatory to speak to a Planning Board member or City Commissioner about the hearing.**

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**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:**

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.

SEE ATTACHED

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

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.

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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.

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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.

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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.

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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.

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

- That the standards established in subsection (a) 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."

Regarding the good neighbor policy:  
I have actively seeked out the approval of my neighbors, however, they do not have doorbells. Catching them at home has proven very difficult. The neighbor behind us signed a letter OKaying the construction. On the left of us are Alain and Marci Majeau they are family friends and have never expressed non-acceptance of the proposed or current structure. To the right of us live young kids but I have never been able to speak with them.

# Verification

City of Key West  
Planning Department



Verification Form

(Where Authorized Representative is an individual)

I, MIROSLAVA PALANSKA being duly sworn, depose and say that I am the Authorized Representative of the Owner (as appears on the deed), for the following property identified as the subject matter of this application:

3226 EAGLE AVE Key West FL 33040  
Street address of subject property

All of the answers to the above questions, drawings, plans and any other attached data which make up the application, are true and correct to the best of my knowledge and belief. In the event the City or the Planning Department relies on any representation herein which proves to be untrue or incorrect, any action or approval based on said representation shall be subject to revocation.

Miroslava Palanska  
Signature of Authorized Representative

Subscribed and sworn to (or affirmed) before me on this 9/16/14 by  
M. PALANSKA  
Name of Authorized Representative

He/She is personally known to me or has presented FL DL as identification.

[Signature]  
Notary's Signature and Seal

C WALKER  
Name of Acknowledger typed, printed or stamped

Commission Number, \_\_\_\_\_





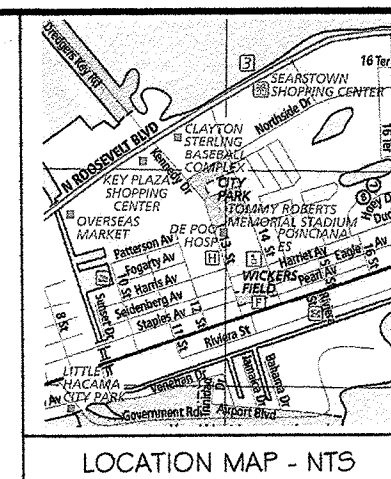
- 1) The special conditions pertaining to this part of Eagle Ave are that these homes are not free standing structures. The property lines of the back and sides of the houses connect. This creates a very limited area of space to build any structure on. For instance the shed that was originally in place of the new construction was not up to current allowances either.
- 2) The shed we had was badly in need of replacement. Unaware that the original shed was not up to standards we began working on the current structure.
- 3) Due to similarities of the houses in the neighborhood, we took notice of similar sheds being constructed without issue. We do not feel a special privilege is being requested.
- 4) As stated previously, the other homes in the same zoning area had constructed sheds or additions that are also too close to the fence line. Being that the framework has been completed we feel like it would require a significant amount of deconstruction, and reconstruction.
- 5) The proposed variance is in fact the minimum variance required to use the structure for it's intended purposed of storage.
- 6) The shed will be a standards room with one window and one door. This shed will be used only for storage and will not interfere with the current standard of the neighborhood.
- 7) Due to the deterioration of our previous storage area, a new shed was required for comfortable living. Other existing non-conforming properties are not the basis of this request. An extenuating circumstance (i.e. family emergency abroad) has my mother out of the country indefinitely. This has forced my husband and I to move in which has made the need for extra storage very important. As of now we are still using the current unfinished structure to house some of my mother's belongings (bed, clothing, dressers, etc....) These items are not safe from the elements and having a fully enclosed shed is very necessary. Especially in hurricane season.

Thank you!  
Mickal Palush

**Deed**

# Survey

MAP OF BOUNDARY SURVEY  
UNIT 14, BLOCK 7  
KEY WEST ESTATES



SCALE: 1" = 20'

SURVEYOR'S NOTES:

BEARING BASE:  
DERIVED FROM LEGAL DESCRIPTION

ALL ANGLES DEPICTED ARE 90 DEGREES  
UNLESS OTHERWISE INDICATED

ADDRESS:  
3226 EAGLE AVENUE  
KEY WEST, FL 33040

HORIZONTAL & VERTICAL MEASUREMENTS WERE  
OBTAINED USING A TOTAL STATION & TDS RANGER  
DATA COLLECTOR.

LINEAR CLOSURE ACCURACY IS GREATER  
THAN ONE FOOT IN 10,000 FEET.

THE LEGAL DESCRIPTION RECORDED IN  
O.R. BOOK 2072, PAGE 2194 CONTAINS ERRORS IN  
THE DIRECTIONAL CALLS FOR NORTH AND SOUTH BOUNDARY  
LINES AS SHOWN HEREON. THIS SURVEY ACCURATELY DEPICTS  
THE PROPERTY AS INTENDED AND IS SUBSTANTIATED BY FIELD  
MEASUREMENTS AND FURTHER BY DESCRIPTIONS  
FOR THE ADJOINING PARCELS.

LEGAL DESCRIPTION O.R. BOOK 2072, PAGE 2194-

Unit 14, Block 7, KEY WEST ESTATES, more particularly described as follows:  
A parcel of land in Block 7 according to KEY WEST FOUNDATION CO.'S PLAT NO. ONE recorded in Plat Book 1 at Page 155, of the Public Records of Monroe County, Florida; said parcel being described as follows:  
COMMENCE at the Southeast corner of Lot 1 of the said Block 7 and run thence Northerly along the East boundary of the said Block 7 for a distance of 118.0;  
thence Westerly and parallel with the South boundary of the said Block 7 for a distance of 112.10 feet;  
thence Northerly and parallel with the East boundary of the said Block 7 for a distance of 66.0 feet to the Point of Beginning;  
thence continue Northerly and parallel with the East boundary of the said Block 7 for a distance of 46.0 feet to the North boundary of the said Block 7;  
thence Westerly and along the North boundary of the said Block 7 for 37.37 feet;  
thence Southerly and parallel with the East boundary of the said Block 7 for a distance of 46.0 feet;  
thence Easterly and parallel with the South Boundary of the said Block 7 for a distance of 37.37 feet back to the Point of Beginning.

CERTIFIED TO -

ALENA LEMBACH  
CHICAGO TITLE OF THE FLORIDA KEYS  
FIRST STATE BANK OF THE FLORIDA KEYS

NOTE: LEGAL DESCRIPTIONS HAVE BEEN FURNISHED BY THE CLIENT OR HIS/HER REPRESENTATIVE. PUBLIC RECORDS HAVE NOT BEEN RESEARCHED BY THE SURVEYOR TO DETERMINE THE ACCURACY OF THESE DESCRIPTIONS NOR HAVE ADJOINING PROPERTIES BEEN RESEARCHED TO DETERMINE OVERLAPS OR HIATUS.

NOTE: MEASURED DIMENSIONS EQUAL PLATTED OR DESCRIBED DIMENSIONS UNLESS INDICATED OTHERWISE.  
FOUNDATIONS BENEATH THE SURFACE ARE NOT SHOWN.  
THE FOLLOWING IS A LIST OF ABBREVIATIONS THAT MAY BE FOUND ON THIS SHEET.

BFP = BACK-FLOW PREVENTER	PO = FENCE OUTSIDE	POC = POINT OF COMPOUND CURVE
BO = BLOW OUT	POL = FENCE ON LINE	PCP = PERMANENT CONTROL POINT
CS = 2" CONCRETE CURB & GUTTER	GI = GRATE INLET	PK = PARKER RAILROAD
CBW = CONCRETE BLOCK WALL	GW = GUY WIRE	POB = POINT OF BEGINNING
CI = CURB INLET	HS = HOSE BIB	PI = POINT OF INTERSECTION
CL = CENTERLINE	IP = IRON PIPE	POC = POINT OF COMMENCEMENT
CLP = CHAINLINK FENCE	IR = IRON ROD	PRC = POINT OF REVERSE CURVE
CM = CONCRETE MONUMENT	L = AGG. LENGTH	PRM = PERMANENT REFERENCE MONUMENT
CONC = CONCRETE	LS = LANDSCAPING	
C/S = CONCRETE SLAB	MB = MALEBOX	PT = POINT OF TANGENT
CVRD = COVERED	MEAS = MEASURED	R = RADIUS
DELTA = CENTRAL ANGLE	MHW = MEAN HIGH WATER LINE	ROL = ROOF OVERHANG LINE
DEASE = GRAVITATION EASEMENT	MTUP = METAL UTILITY POLE	ROW = RIGHT OF WAY
EB = ELECTRIC BOX	NAVD = NORTH AMERICAN VERTICAL DATUM (1983)	SCW = RIGHT OF WAY LINE
EL = ELEVATION	NGVD = NATIONAL GEODETIC VERTICAL DATUM (1929)	SCO = SANITARY CLEAN-OUT
ENCL = ENCLOSURE	NTS = NOT TO SCALE	SPV = SPRAWLER CONTROL VALVE
FPE = FINISHED FLOOR ELEVATION	OHW = OVERHEAD WIRE	SV = SEWER VALVE
FI = FIRE HYDRANT	PC = POINT OF CURVE	TBM = TEMPORARY BENCHMARK
FI = FENCE INSIDE	PM = PARKING METER	TCS = TOP OF BANK
FND = FOUND		TCS = TOP OF CURVE
		TS = TRAFFIC SIGN

TYP = TYPICAL  
UEASE = UTILITY EASEMENT  
UPW = UTILITY POLE  
VBS = VIDEO BOX  
WD = WOOD DECK  
WDF = WOOD FENCE  
WL = WOOD LANDING  
WM = WATER METER  
WRACK LINE = LINE OF DEBRIS ON SHORE  
WV = WATER VALVE

TREES  
TBW = BUTTWOOD  
TSL = GUMBO LIMBO  
TMA = MAHOGANY  
TO = OAK  
TPA = PALM  
YPAC = COCONUT PALM  
YPOW = ROYAL PONCIRIA  
TSCH = SCHEFFERA  
TSG = SEAGRASS  
TUNK = UNKNOWN

SCALE: 1"=20'	I HEREBY CERTIFY THAT THIS SURVEY WAS MADE UNDER MY RESPONSIBLE CHARGE AND MEETS THE MINIMUM TECHNICAL STANDARDS AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES. THIS SURVEY, WHEN SCHEDULE B HAS BEEN PROVIDED MEETS THE PROVISIONS OF FLORIDA ENDORSEMENT FORM 9, SUBPARAGRAPH 1(B) (SETBACKS), 1(B)(3)(ENCROACHMENTS), & 1(B)(4)(EASEMENTS), SCHEDULE "B" HAS NOT BEEN PROVIDED.
FIELD WORK DATE: 05/14/10	
REVISION DATE: --	
SHEET 1 OF 1	
DRAWN BY: KB	
CHECKED BY: RW	NOT VALID WITHOUT THE SIGNATURE AND THE RAISED SEAL OF A FLORIDA SURVEYOR AND MAPPER
INVOICE NO.: 10051101	
SIGNED: [Signature]	JOE ROBERT WHITE, LS 6660, PROFESSIONAL SURVEYOR AND MAPPER

**R.E. REECE, P.A.**  
PROFESSIONAL SURVEYOR AND MAPPER, LB 7665  
30364 QUAIL ROOST TRAIL, BIG PINE KEY, FL 33043  
OFFICE (305) 872 - 1348  
FAX (305) 872 - 5622

# Site Plans



Carlos O. Rojas, AIA  
AR 0016754  
2012 Roosevelt Drive  
Key West, FL 33040  
(305) 292-4870  
ArchitectKW@hotmail.com

#### Revisions

Carlos O. Rojas, AIA  
3226 Eagle Ave  
Key West, Florida

Project Number  
2014409

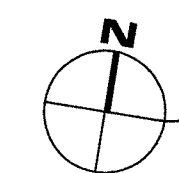
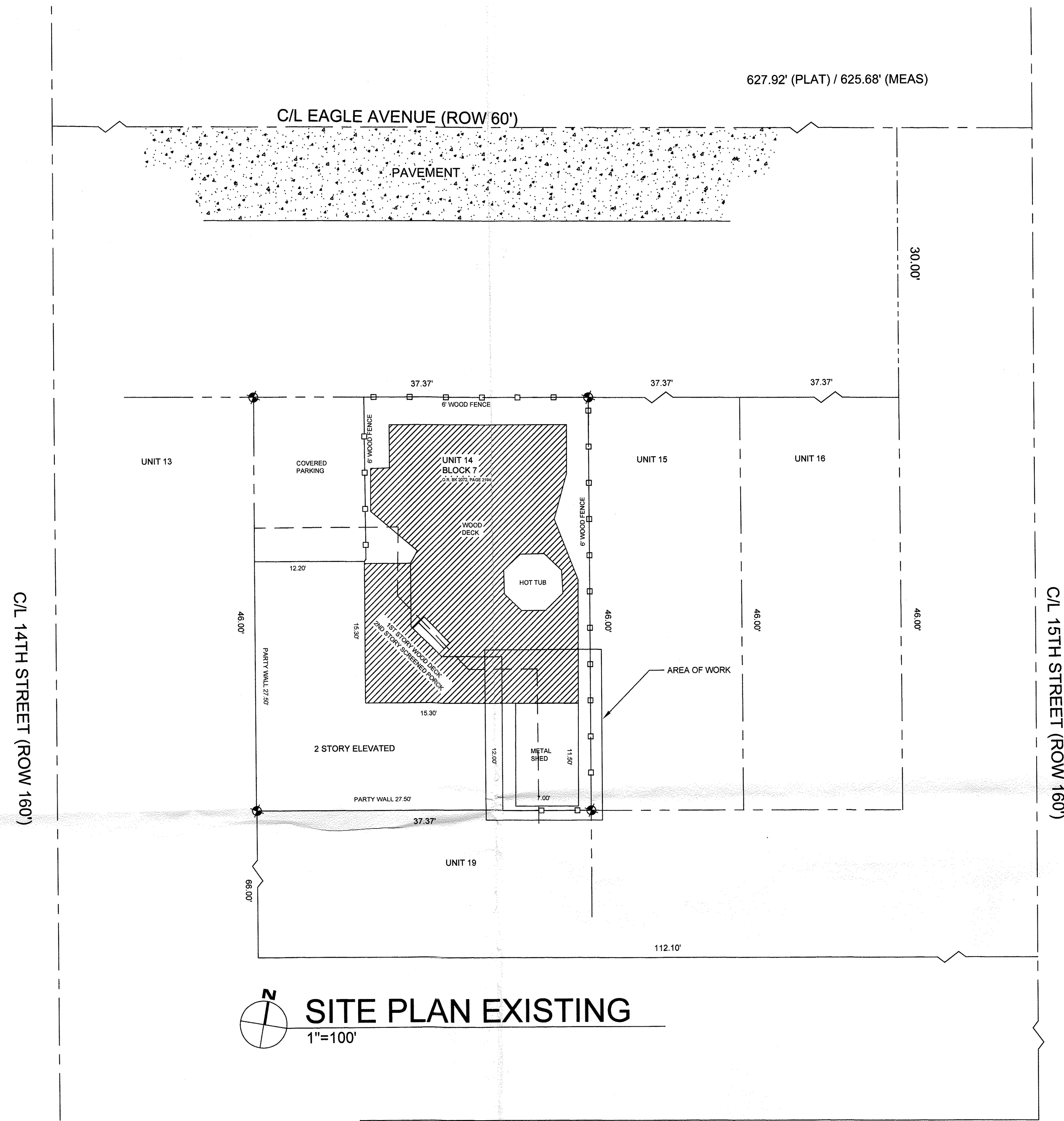
Date

7/28/14

Drawn By

RL

A1



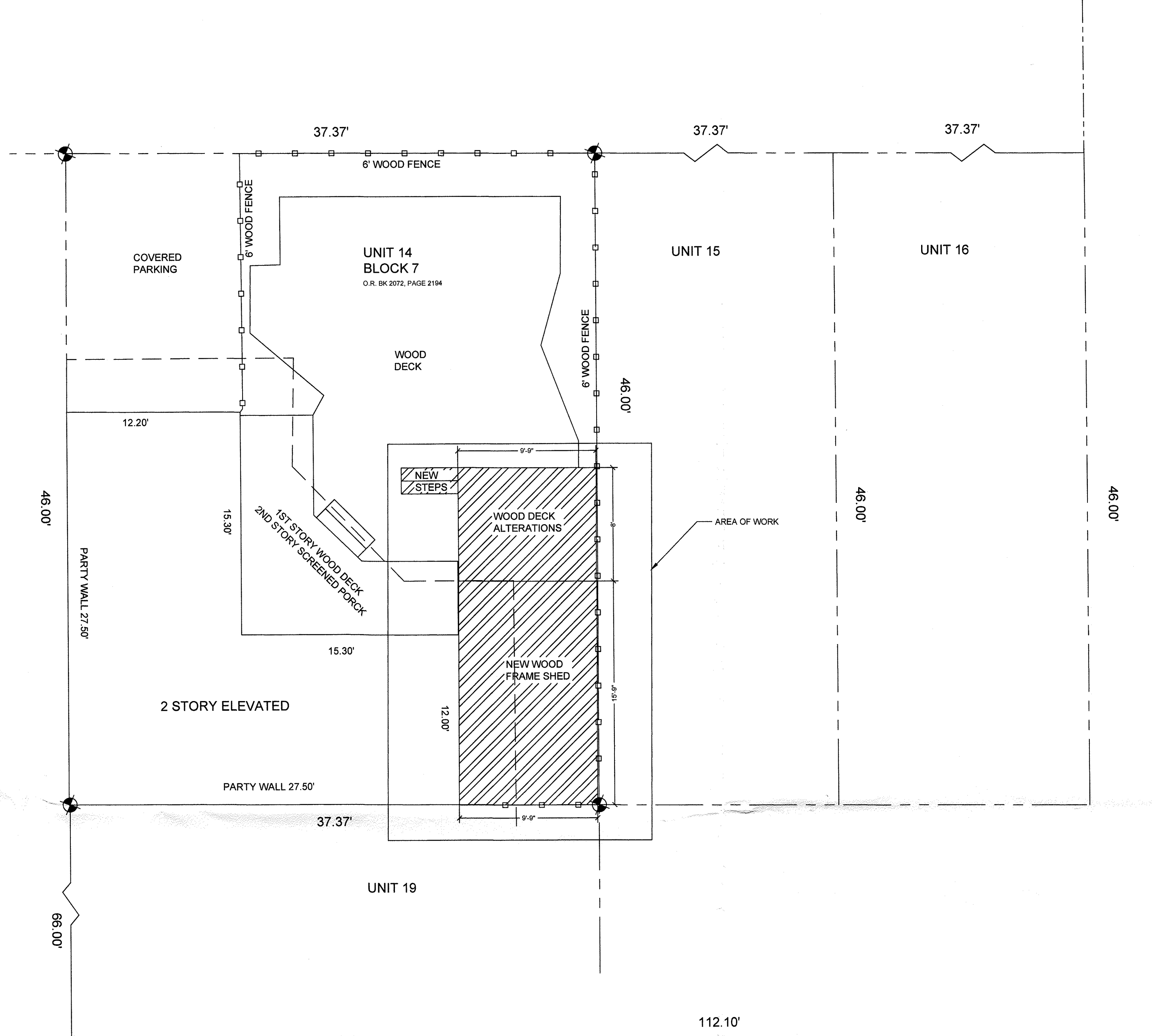
### SITE PLAN EXISTING

1"=100'

#### LEGAL DESCRIPTION

LEGAL DESCRIPTION O.R. BOOK 2072, PAGE 2194:

UNIT 14, BLOCK 7, KEY WEST ESTATES, MORE PARTICULARLY DESCRIBED AS FOLLOWS:  
A PARCEL OF LAND IN BLOCK 7 ACCORDING TO KEY WEST FOUNDATION CO.'S PLAT NO. ONE RECORDED IN PLAT BOOK 1 AT PAGE 155, OF THE PUBLIC RECORDS OF MONROE COUNTY, FL.; SAID PARCEL BEING DESCRIBED AS FOLLOWS AT THE SOUTHEAST CORNER OF LOT 1 OF SAID BLOCK 7 AND RUN THENCE NORTHERLY ALING THE EAST BOUNDARY OF SAID BLOCK 7 FOR A DISTANCE OF 118.0 FEET; THENCE WESTERLY AND PARALLEL WITH THE SOUTH BOUNDARY OF THE SAID BLOCK 7 FOR A DISTANCE OF 112.10 FEET; THENCE NORTHERLY AND PARALLEL WITH THE EAST BOUNDARY OF SAID BLOCK 7 FOR A DISTANCE OF 66.0 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTHERLY AND PARALLEL WITH THE EAST BOUNDARY OF SAID BLOCK 7 FOR A DISTANCE OF 46.0 FEET TO THE NORTH BOUNDARY OF SAID BLOCK 7; THENCE WESTERLY AND ALONG THE NORTH BOUNDARY OF SAID BLOCK 7 FOR 37.37 FEET; THENCE SOUTHERLY AND PARALLEL WITH THE EAST BOUNDARY OF THE SAID BLOCK 7 FOR A DISTANCE OF 46.0 FEET; THENCE EASTERLY AND PARALLEL WITH THE SOUTH BOUNDARY OF SAID BLOCK 7 FOR A DISTANCE OF 37.37 FEET BACK TO THE POINT OF BEGINNING.



### SITE PLAN PROPOSED

NTS

ALL WORK DEPICTED IN THESE DRAWINGS SHALL CONFORM TO REQUIREMENTS OF THE FOLLOWING CODES:

FLORIDA BUILDING CODE 2010  
FLORIDA MECHANICAL CODE 2010  
FLORIDA PLUMBING CODE 2010  
NATIONAL ELECTRICAL CODE 2010  
DESIGNED PER ASCE 7-10

#### STORM RETENTION WORKSHEET

##### EXISTING IMPERVIOUS AREAS:

HOUSE= 523 SQ FT  
DECKING= 674 SQ FT  
METAL SHED= 81 SQ FT

TOTAL = 1278 SQ FT

LOT SIZE = 1721 SQ FT

PREVIOUS IMPERVIOUS AREA 1,278 SF = 74.25%

##### PROPOSED IMPERVIOUS AREAS:

HOUSE= 523 SQ FT  
EXISTING DECKING= 572 SQ FT  
NEW DECKING= 78 SQ FT  
NEW WOOD SHED= 156 SQ FT

TOTAL = 1329 SQ FT

LOT SIZE = 1721 SQ FT

PROPOSED IMPERVIOUS AREA 1,329 SF = 77.22%

#### DESIGN DATA:

WIND VELOCITY: 180 MPH ASCE 7 - 10  
VELOCITY PRESSURE: 48.1 P.S.F.  
WIND IMPORTANCE: 1.0  
BUILDING CONDITION: ENCLOSED  
EXPOSURE CATEGORY: "C"

WIND PRESSURE COEFFICIENT(S) BASED ON ASCE 7-05  
SOIL BEARING: 2000 PSF (ASSUMED)  
COMPACT & TEST ALL FOOTINGS  
CONC. @ 28 DAYS 2500 PSI  
REINF. STL. - ASTM A615 GR 40  
MORTAR TYPE "S"  
CONC. MAS. - ASTM 90 OR ASTM C145 (1900 P.S.I. MIN.)  
GROUT - 3/4" MIN. AGGREGATE 2,000 PSI  
ROOF: LIVE LOAD - 40 PSI  
DEAD LOAD - 25 PSI

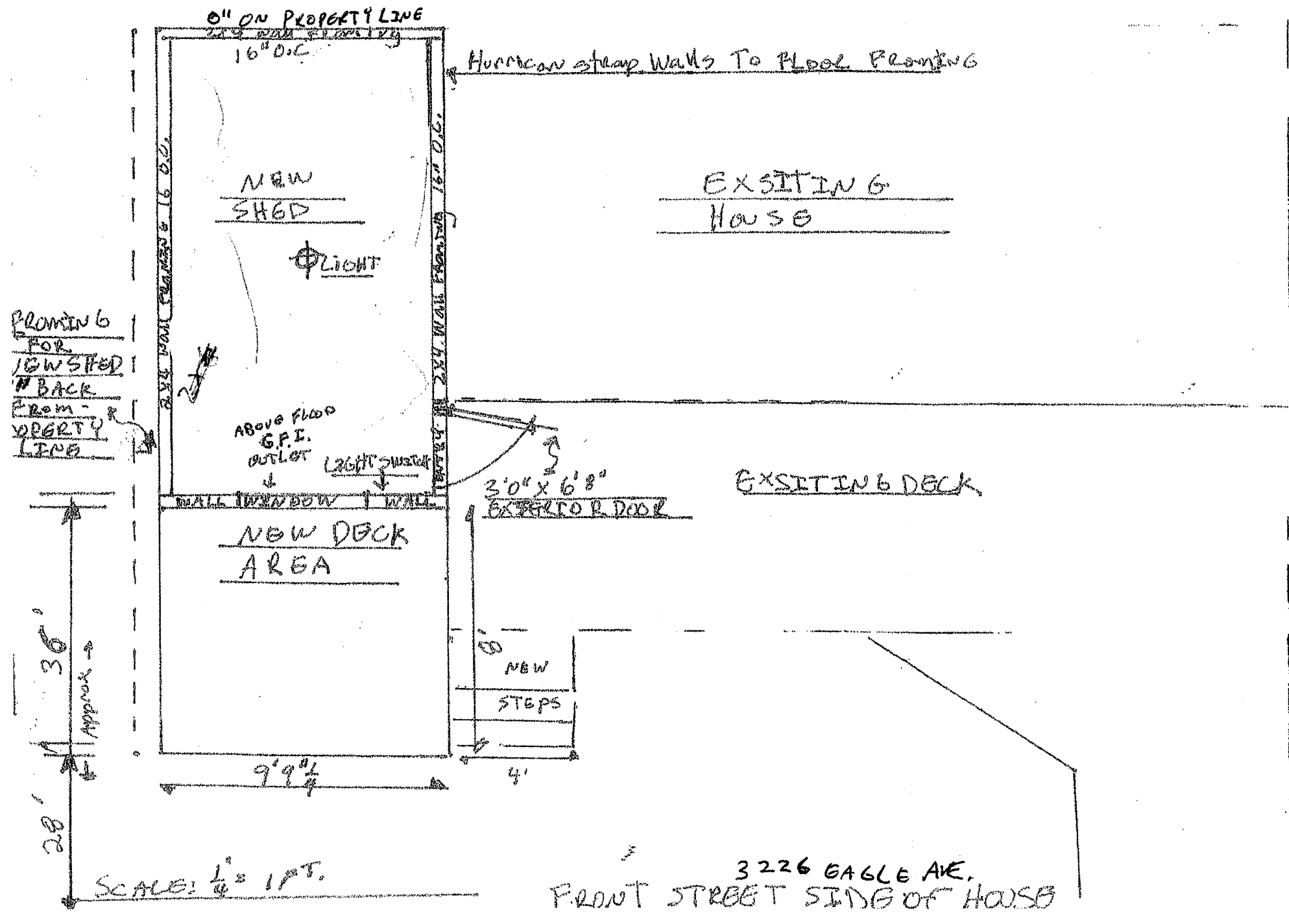
FLOOR LOADING:  
LIVING AREAS-----50 PSF (LIVE LOAD)  
DECKS/ENTRIES-----40 PSF (LIVE LOAD)

ALL STRUCTURAL WOOD MEMBERS ARE #2 SOUTHERN YELLOW PINE  
LIVE LOADS ARE BASED UTILIZING THE TRIBUTARY AREA METHOD (TABLE 1604.6)

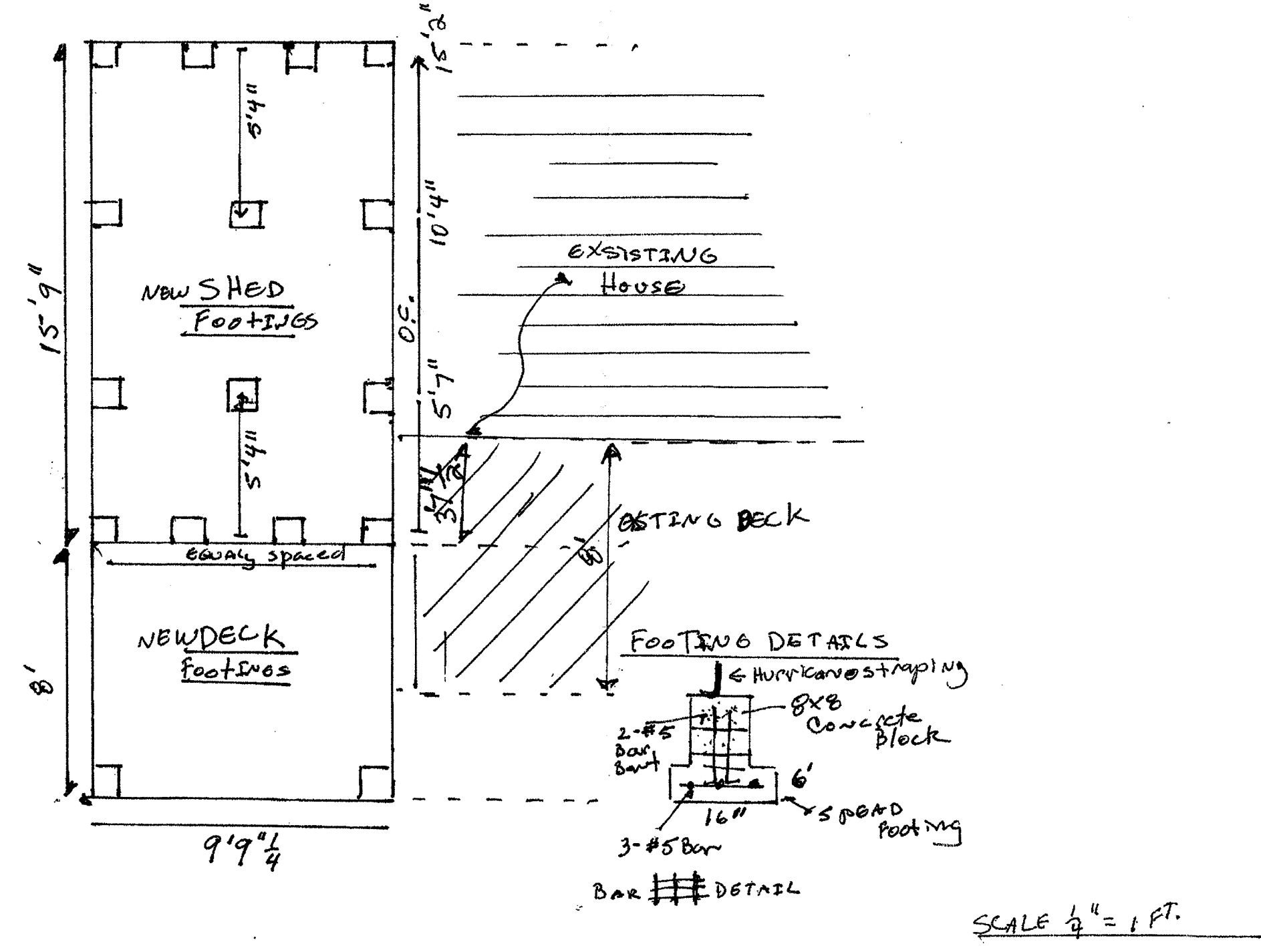
I CERTIFY THAT THESE DOCUMENTS COMPLY WITH THE FLORIDA BUILDING CODE 2010.

7/30/14

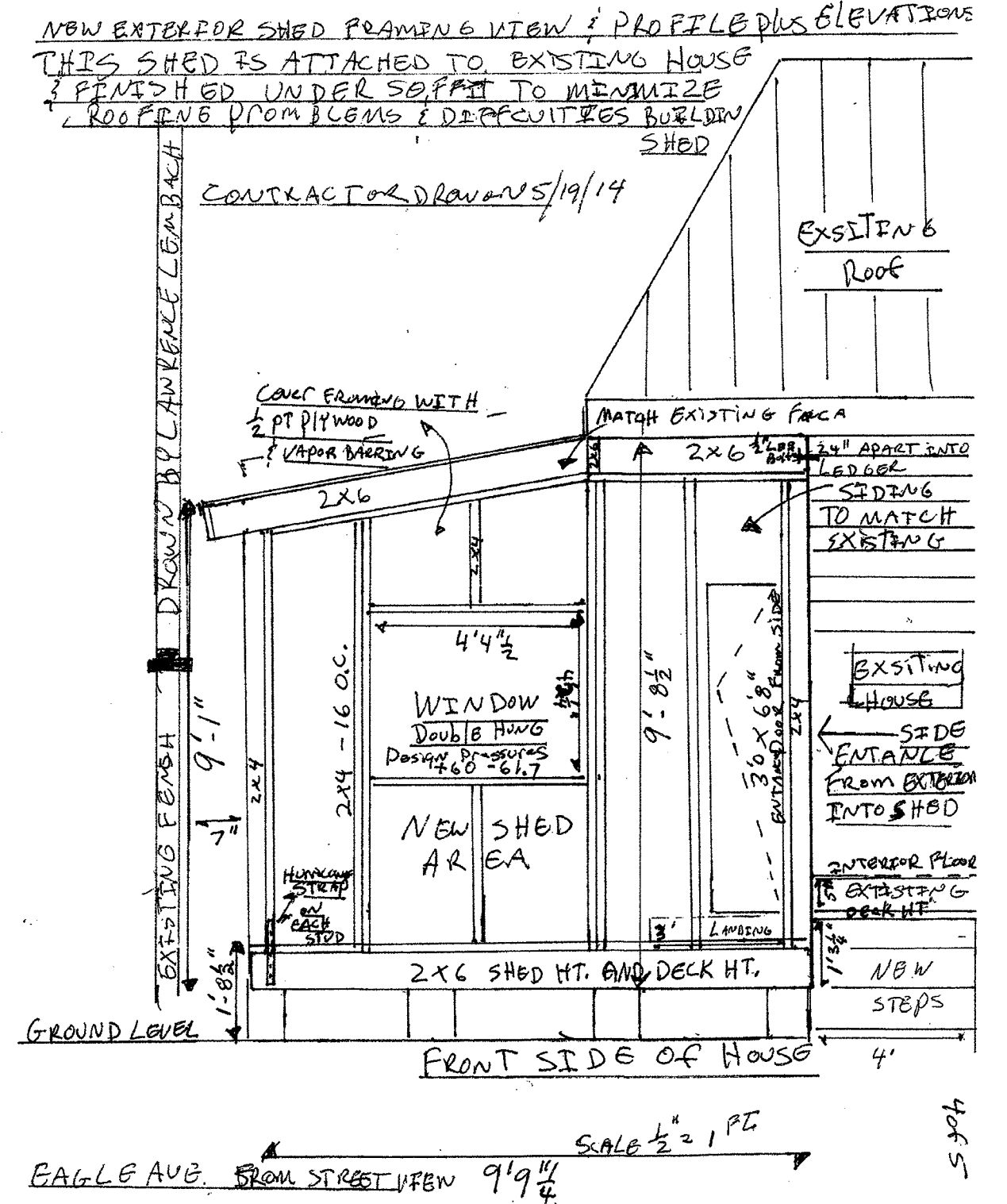




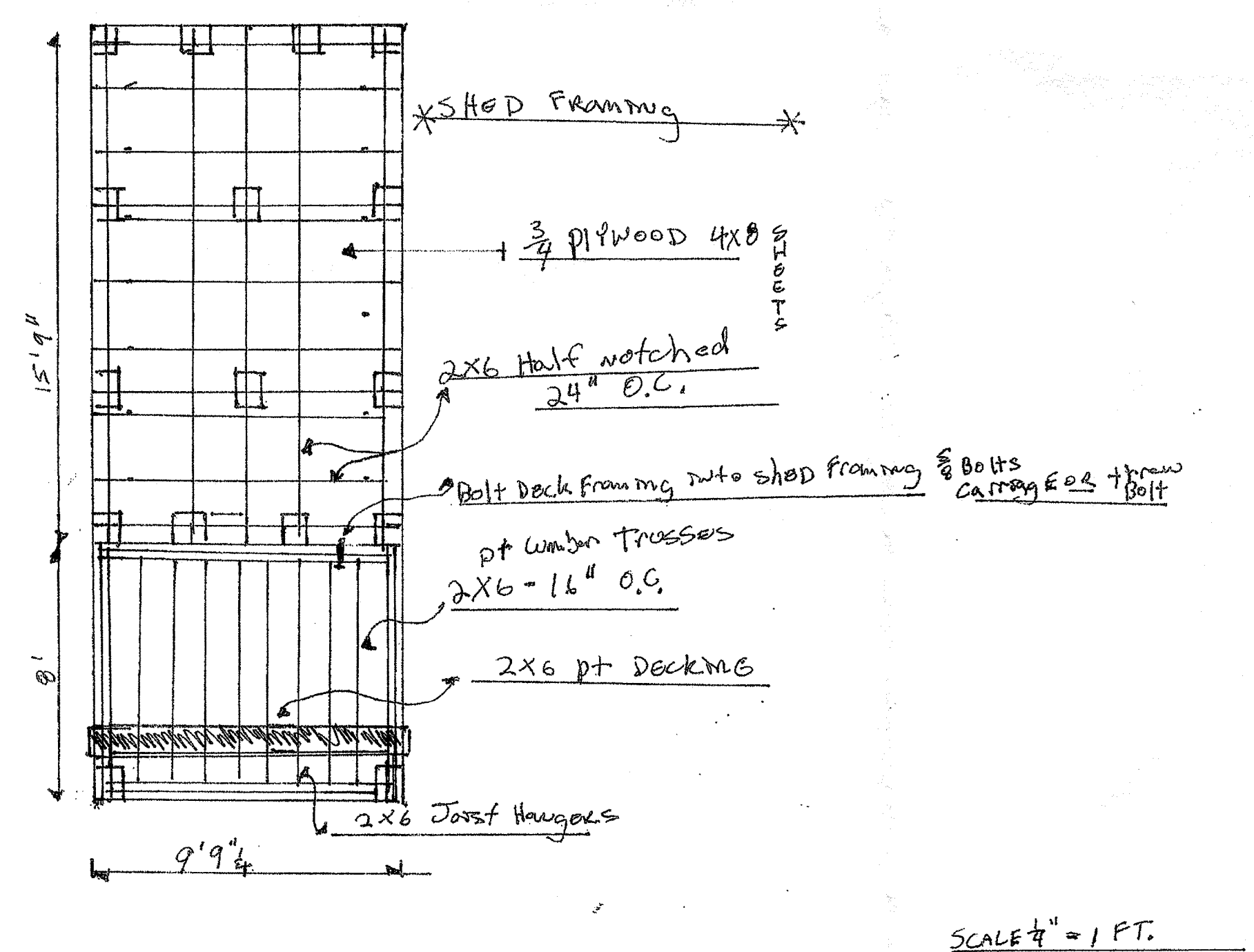
FLOOR PLAN  
NTS



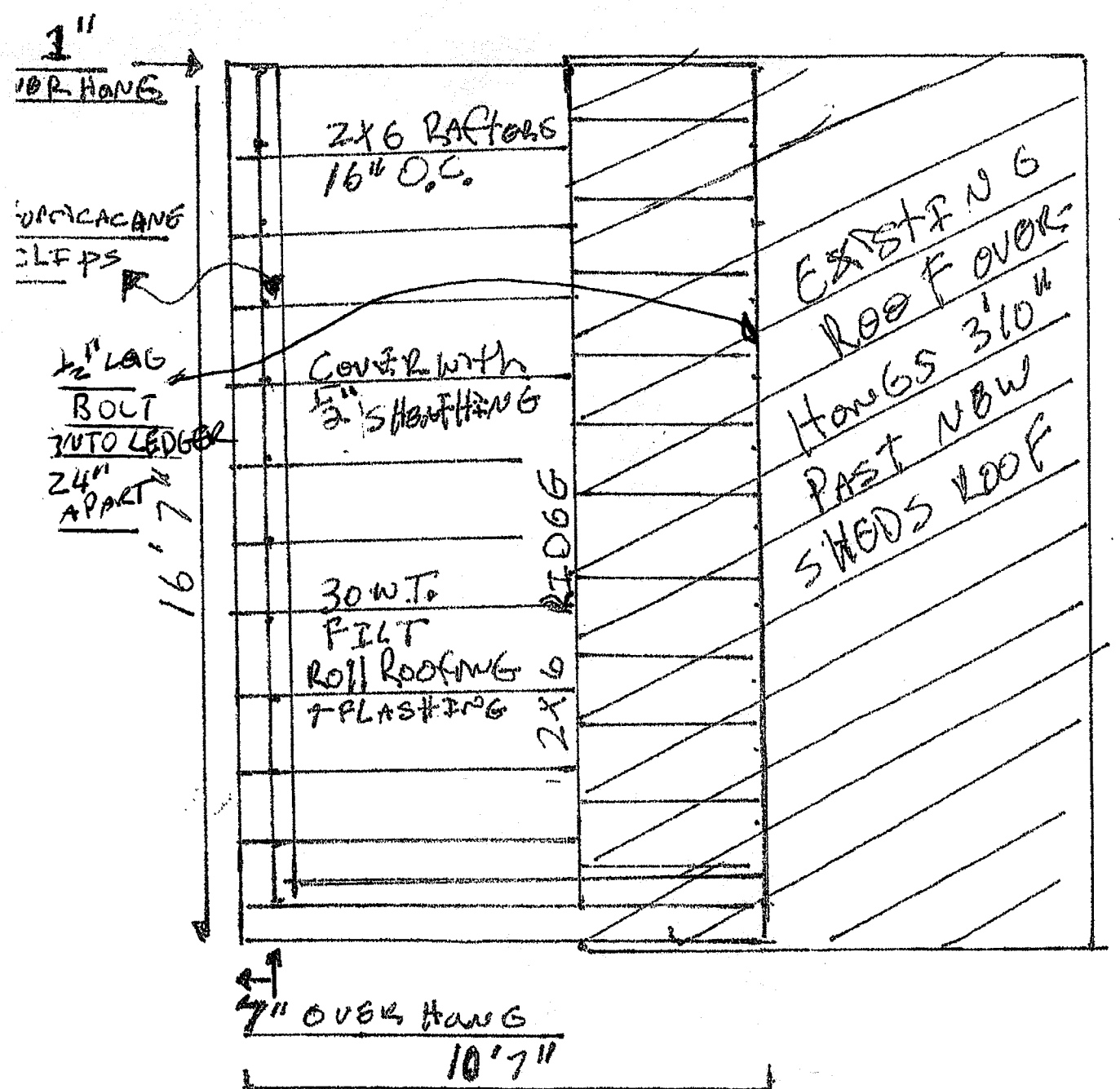
FOUNDATION PLAN  
NTS



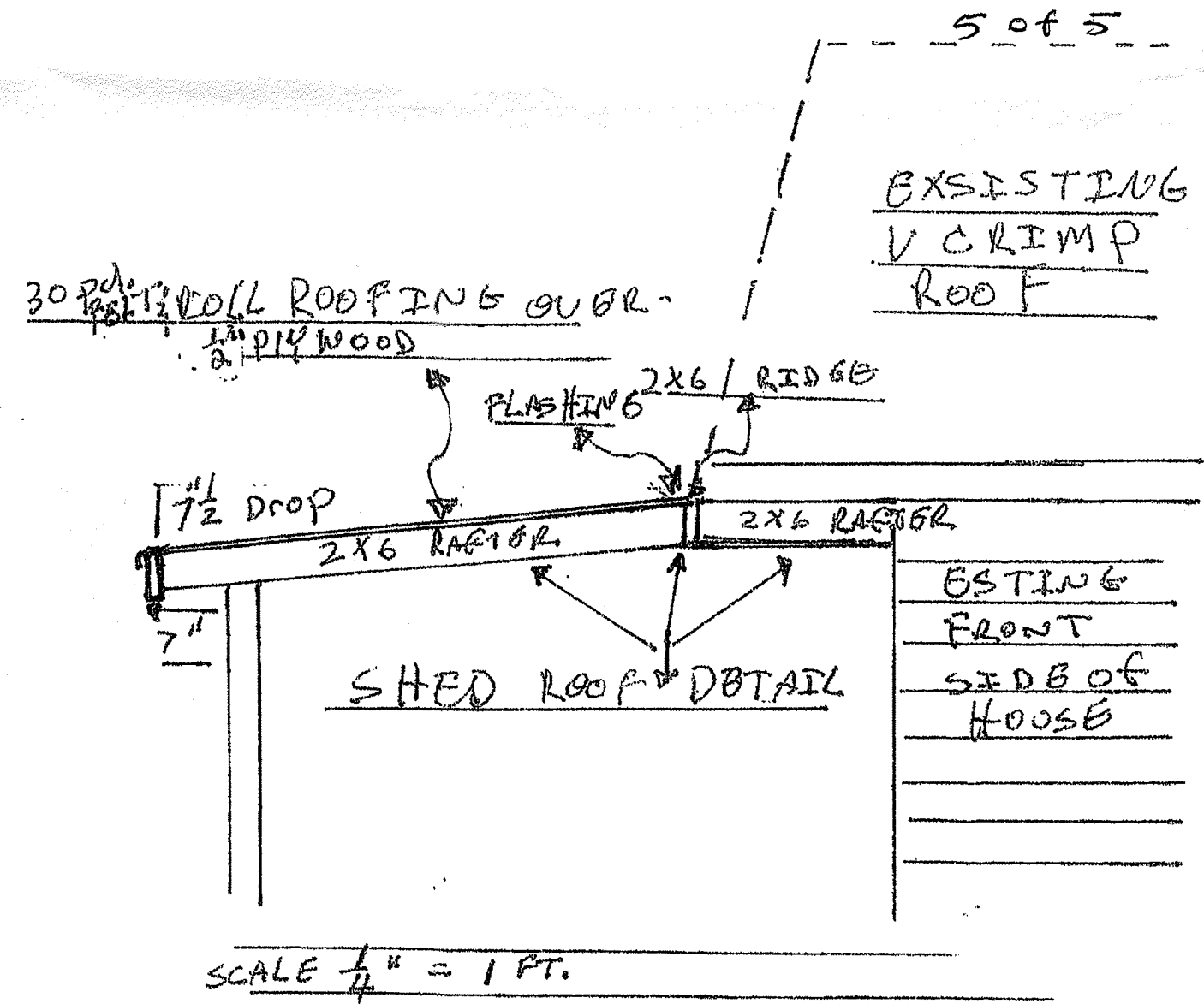
BUILDING SECTION  
NTS



FLOOR FRAMING  
NTS



ROOF FRAMING & PLAN  
NTS



Carlos O. Rojas, AIA  
AR 0016754  
2012 Roosevelt Drive  
Key West, FL 33040  
(305) 292-4870  
ArchitectKV@hotmail.com

Revisions


Carlos O. Rojas, AIA  
3226 Eagle Ave  
Key West, Florida

Project Number  
2014409  
Date  
4/28/14  
Drawn By  
RL

A2

## **Additional Information**



This letter is for the purpose of keeping up with the good neighbor policy standards and will not be used for anything other than that.

By signing this letter I do not foresee the development of the shed at 3226 Eagle Ave as having any adverse impact on my home and am happy for you to continue with the development without discussing anything further.

Address: 3226 EAGLE AVE      Signature: 

Date:

KEY WEST BUILDING DEPARTMENT

604 SIMONTON STREET

KEY WEST, FLORIDA 33040

NOTICE

ADDITIONS or CORRECTIONS  
DO NOT REMOVE

PERMIT NO.

DATE

None

4-17-14

ADDRESS 3226 Eagle Ave

**STOP WORK**

NOTES

You are required to  
CEASE work until a building  
permit is obtained. Please  
visit City Hall on Flagler for  
further information. In violation  
of Ord. 14.37  
Kamila Brechovich Tenant

Call 305 353 9624

Or 401 949 281 500

488175

FOR CORRECTIONS CALL (305) 292-8150

Inspectors Office Hours = 8-9am & 4-5pm

Monday through Friday

M. Williams

Code Officer

Building Inspector

## DURABLE POWER OF ATTORNEY

### OF

### ALENA LEMBACH

I, ALENA LEMBACH, with an address of 3226 Eagle Avenue, Key West, Florida 33040, make, constitute and nominate my daughter, MIROSLAVA PALANSKA, with an address of 3226 Eagle Avenue, Key West, Florida 33040, as my agent. If MIROSLAVA PALANSKA dies, becomes legally disabled, resigns, or ceases to act, I make, constitute and nominate my son, MARER PALANSKY, with an address of 3226 Eagle Avenue, Key West, Florida 33040, as my agent.

### ARTICLE I

I hereby give and grant unto my said agent full power and authority to act for me in any lawful way with respect to the powers enumerated in Article II, and to the powers which I have initialed in Article III, of this durable power of attorney.

### ARTICLE II

My agent is authorized to act for me in my name, place and stead and may exercise any or all of the powers contained in this Article II.

**2.1 Banking and Other Financial Institution Transactions.** With regard to banking and other financial institution transactions, my agent shall have the authority to conduct banking transactions as provided in section 709.2208(1), Florida Statutes.

**2.2 Investment Transactions.** With regard to stock and bond transactions, my agent shall have the authority to conduct investment transactions as provided in section 709.2208(2), Florida Statutes.

**2.3 Real Property Transactions.** With regard to real property transactions, my agent may exercise all of the following powers with regard to any real property I own: (1) convey or mortgage homestead property; (2) accept as a gift or as security for a loan or reject, demand, buy, lease, receive, or otherwise acquire an interest in real property or a right incident to real property; (3) sell, exchange, convey with or without covenants, quitclaim, release, surrender, mortgage, encumber, partition, consent to partitioning, subdivide, apply for zoning, rezoning, or other governmental permits, plat or consent to platting, develop, grant options concerning, lease or sublet, or otherwise dispose of an estate or interest in real property or a right incident to real property; (4) release, assign, satisfy, and enforce by litigation, action, or otherwise a mortgage, deed of trust, encumbrance, lien, or other claim to real property that exists or is claimed to exist; (5) do any act of management or of conservation with respect to an interest in real property, or a right incident to real property, owned or claimed to be owned by me, including power to insure against a casualty, liability, or loss; obtain or regain possession or protect the interest or right by litigation, action, or otherwise; pay, compromise, or contest taxes or assessments or apply for and

receive refunds in connection with them; and purchase supplies, hire assistance or labor, or make repairs or alterations in the real property; (6) use, develop, alter, replace, remove, erect, or install structures or other improvements on real property in which I have or claim to have an estate, interest, or right; (7) participate in a reorganization with respect to real property or a legal entity that owns an interest in or right incident to real property, receive and hold shares of stock or obligations received in a plan or reorganization, and act with respect to the shares or obligations, including selling or otherwise disposing of the shares or obligations; exercising or selling an option, conversion, or similar right with respect to the shares or obligations; and voting the shares or obligations in person or by proxy; (8) change the form of title of an interest in or right incident to real property; and (9) dedicate easements or other real property in which I have or claim to have an interest to public use, with or without consideration.

**2.4 Tangible Personal Property Transactions.** With regard to tangible personal property transactions, my agent may exercise all of the following powers: (1) accept as a gift or as security for a loan, reject, demand, buy, receive, or otherwise acquire ownership or possession of tangible personal property or an interest in tangible personal property; (2) sell, exchange, convey with or without covenants, release, surrender, mortgage, encumber, pledge, hypothecate, create a security interest in, pawn, grant options concerning, lease or sublet to others, or otherwise dispose of tangible personal property or an interest in tangible personal property; (3) release, assign, satisfy, or enforce by litigation, action, or otherwise a mortgage, security interest, encumbrance, lien, or other claim on my behalf, with respect to tangible personal property or an interest in tangible personal property; and (4) do an act of management or conservation with respect to tangible personal property or an interest in tangible personal property on my behalf, including insuring against casualty, liability, or loss; obtaining or regaining possession or protecting the property or interest by litigation, action, or otherwise; paying, compromising, or contesting taxes or assessments or applying for and receiving refunds in connection with taxes or assessments; moving from place to place; storing for hire or on a gratuitous bailment; and using, altering, and making repairs or alterations.

**2.5 Business Operation Transactions.** With regard to business operation transactions, my agent may exercise all of the following powers: (1) operate, buy, sell, enlarge, reduce, or terminate a business interest; (2) to the extent that my agent is permitted by law, to perform a duty or discharge a liability or exercise a right, power, privilege, or option that I have, may have, or claim to have under a partnership agreement, whether or not I am a general or limited partner; (3) to the extent that my agent is permitted by law, to enforce the terms of a partnership agreement by litigation, action, or otherwise; (4) to the extent that my agent is permitted by law, to defend, submit to arbitration, settle, or compromise litigation or an action to which I am a party because of membership in the partnership; (5) exercise in person or by proxy or enforce by litigation, action, or otherwise a right, power, privilege, or option I have or claim to have as the holder of a bond, share, or other instrument of similar character and defend, submit to arbitration, settle, or compromise a legal proceeding to which I am a party because of a bond, share, or similar instrument; (6) with respect to any business owned solely by me, continue, modify, renegotiate, extend, and terminate a contract made with any individual or legal entity, firm, association, or corporation by or on my behalf with respect to the business before execution of the power of attorney; (7) with respect to any business owned solely by me, to determine the location of its operation; the nature and extent of its business; the methods of manufacturing,

selling, merchandising, financing, accounting, and advertising employed in its operation; the amount and types of insurance carried; and the mode of engaging, compensating, and dealing with its accountants, attorneys, and other agents and employees; (8) with respect to any business owned solely by me, to change the name or form of organization under which the business is operated and enter into a partnership agreement with other persons or organize a corporation to take over all or part of the operation of the business; (9) with respect to any business owned solely by me, to demand and receive money due or claimed by me or on my behalf in the operation of the business and control and disburse the money in the operation of the business; (10) put additional capital into a business in which I have an interest; (11) join in a plan of reorganization, consolidation, or merger of the business; (12) sell or liquidate a business or part of it at the time and on the terms that my agent considers desirable; (13) establish the value of a business under a buy-out agreement to which I am a party; (14) prepare, sign, file, and deliver reports, compilations of information, returns, or other papers with respect to a business that are required by a governmental agency, department, or instrumentality or that my agent considers desirable and make related payments; and (15) pay, compromise, or contest taxes or assessments and do any other act that my agent considers desirable to protect me from illegal or unnecessary taxation, fines, penalties, or assessments with respect to a business, including attempts to recover, in any manner permitted by law, money paid before or after the execution of the power of attorney.

**2.6 Insurance Transactions.** With regard to insurance transactions, my agent may exercise all of the following powers: (1) continue, pay the premium or assessment on, modify, rescind, release, or terminate a contract procured by or on my behalf that insures or provides an annuity to either me or another person, whether or not I am a beneficiary under the contract; (2) procure new, different, or additional contracts of insurance and annuities for me or my spouse, children, and other dependents and select the amount, type of insurance or annuity, and mode of payment; (3) pay the premium or assessment on or modify, rescind, release, or terminate a contract of insurance or annuity procured by my agent; (4) apply for and receive a loan on the security of the contract of insurance or annuity; (5) surrender and receive the cash surrender value of a contract of insurance or annuity; (6) exercise an election; (7) change the manner of paying premiums; (8) change or convert the type of insurance contract or annuity with respect to which I have or claim to have a power described in this section; (9) apply for and procure government aid to guarantee or pay premiums of a contract of insurance on my life; (10) collect, sell, assign, hypothecate, borrow on, or pledge my interest in a contract of insurance or annuity; and (11) pay from proceeds or otherwise, compromise or contest, or apply for refunds in connection with a tax or assessment levied by a taxing authority with respect to a contract of insurance or annuity or its proceeds or liability accruing because of the tax or assessment.

**2.7 Estate, Trust, and Other Beneficiary Transactions.** With regard to estate, trust, and other beneficiary transactions, my agent may act for me in all matters that affect a trust, probate estate, guardianship, conservatorship, escrow, custodianship, or other fund from which I am, may become, or claim to be entitled, as a beneficiary, to a share or payment, including to: (1) accept, reject, receive, receipt for, sell, assign, release, pledge, exchange, or consent to a reduction in or modification of a share in or payment from the fund; (2) demand or obtain by litigation, action, or otherwise money or any other thing of value to which I am, may become, or claim to be entitled because of the fund; (3) initiate, participate in, or oppose a legal or judicial

proceeding to ascertain the meaning, validity, or effect of a deed, will, declaration of trust, or other instrument or transaction affecting my interest; (4) initiate, participate in, or oppose a legal or judicial proceeding to remove, substitute, or surcharge a fiduciary; (5) conserve, invest, disburse, or use anything received for an authorized purpose; and (6) transfer all or part of my interest in real property, stocks, bonds, accounts with financial institutions, insurance, and other property to the trustee of a revocable trust created by me as settlor.

**2.8 Claims and Litigation.** With regard to claims and litigation, my agent has the power to: (1) assert and prosecute before a court or administrative agency a claim, a claim for relief, a counterclaim, or an offset or defend against an individual, a legal entity, or a government, including suits to recover property or other thing of value, to recover damages sustained by me, to eliminate or modify tax liability, or to seek an injunction, specific performance, or other relief; (2) bring an action to determine adverse claims, intervene in an action or litigation, and act as amicus curiae; (3) in connection with an action or litigation, procure an attachment, garnishment, libel, order of arrest, or other preliminary, provisional, or intermediate relief and use an available procedure to effect or satisfy a judgment, order, or decree; (4) in connection with an action or litigation, perform any lawful act I could perform, including acceptance of tender, offer of judgment, admission of facts, submission of a controversy on an agreed statement of facts, consent to examination before trial, and binding of me in litigation; (5) submit to arbitration, settle, and propose or accept a compromise with respect to a claim or litigation; (6) waive the issuance and service of process on me, accept service of process, appear for me, designate persons on whom process directed to me may be served, execute and file or deliver stipulations on my behalf, verify pleadings, seek appellate review, procure and give surety and indemnity bonds, contract and pay for the preparation and printing of records and briefs, or receive and execute and file or deliver a consent, waiver, release, confession of judgment, satisfaction of judgment, notice, agreement, or other instrument in connection with the prosecution, settlement, or defense of a claim or litigation; (7) act for me with respect to bankruptcy or insolvency proceedings, whether voluntary or involuntary, concerning me or some other person, with respect to a reorganization proceeding or a receivership or application for the appointment of a receiver or trustee that affects my interest in real or personal property or other thing of value; and (8) pay a judgment against me or a settlement made in connection with a claim or litigation and receive and conserve money or other thing of value paid in settlement of or as proceeds of a claim or litigation.

**2.9 Personal and Family Maintenance.** With regard to personal and family maintenance, my agent may exercise all of the following powers: (1) perform the acts necessary to maintain the customary standard of living of me, my spouse and children, and other individuals customarily or legally entitled to be supported by me, including providing living quarters by purchase, lease, or other contract, or paying the operating costs, including interest, amortization payments, repairs, and taxes on premises owned by me and occupied by those individuals; (2) provide for the individuals described by Subsection (1) of this section normal domestic help, usual vacations and travel expenses, and funds for shelter, clothing, food, appropriate education, and other current living costs; (3) pay necessary medical, dental, and surgical care, hospitalization, and custodial care for the individuals described by Subsection (1) of this section; (4) continue any provision made by me for the individuals described by Subsection (1) of this section, for automobiles or other means of transportation, including

registering, licensing, insuring, and replacing the automobiles or other means of transportation; (5) maintain or open charge accounts for the convenience of the individuals described by Subsection (1) of this section and open new accounts that my agent considers desirable to accomplish a lawful purpose; and (6) continue payments incidental to my membership or affiliation in a church, club, society, order, or other organization or to continue contributions to those organizations.

**2.10 Benefits From Certain Governmental Programs or Civil or Military Service.**

With regard to benefits from social security, Medicare, Medicaid, or other governmental programs or civil or military service, my agent has the power to: (1) execute vouchers in my name for allowances and reimbursements payable by the United States, a foreign government, or a state or subdivision of a state to me, including allowances and reimbursements for transportation of the individuals described by Section 2.09(1) of this durable power of attorney, and for shipment of their household effects; (2) take possession and order the removal and shipment of my property from a post, warehouse, depot, dock, or other place of storage or safekeeping, either governmental or private, and execute and deliver a release, voucher, receipt, bill of lading, shipping ticket, certificate, or other instrument for that purpose; (3) prepare, file, and prosecute a claim to a benefit or assistance, financial or otherwise, to which I claim to be entitled under a statute or governmental regulation; (4) prosecute, defend, submit to arbitration, settle, and propose or accept a compromise with respect to any benefits I may be entitled to receive; and (5) receive the financial proceeds of a claim of the type described in this Section 2.10 of this durable power of attorney and conserve, invest, disburse, or use anything received for a lawful purpose.

**2.11 Retirement Plan Transactions.** With regard to retirement plan transactions, my agent may exercise all of the following powers: (1) apply for service or disability retirement benefits; (2) select payment options under any retirement plan in which I participate, including plans for self-employed individuals; (3) make voluntary contributions to retirement plans if authorized by the plan; (4) exercise the investment powers available under any self-directed retirement plan; (5) make "rollovers" of plan benefits into other retirement plans; (6) borrow from, sell assets to, and purchase assets from retirement plans if authorized by the plan; (7) receive, endorse, and cash payments from a retirement plan; and (8) request and receive information relating to me and my retirement plan records.

**2.12 Tax Matters.** With regard to tax matters, my agent may exercise all of the following powers: (1) prepare, sign, and file federal, state, local, and foreign income, gift, payroll, Federal Insurance Contributions Act, and other tax returns, claims for refunds, requests for extension of time, petitions regarding tax matters, and any other tax-related documents, including receipts, offers, waivers, consents, including consents and agreements under Section 2032A of the Internal Revenue Code of 1986, as amended, (the "Code"), closing agreements, and any power of attorney form required by the Internal Revenue Service or other taxing authority with respect to a tax year on which the statute of limitations has not run and 25 tax years following that tax year; (2) pay taxes due, collect refunds, post bonds, receive confidential information, and contest deficiencies determined by the Internal Revenue Service or other taxing authority; (3) exercise any election available to me under federal, state, local, or foreign tax law; (4) act for me in all tax matters for all periods before the Internal Revenue Service and any other

taxing authority; and (5) represent me, and appoint an agent or agents to represent me, before the Internal Revenue Service or any State or other taxing authority by completing, signing, and submitting IRS Form 2848 or any other governmental form.

**2.13 Existing and Foreign Interests.** The powers described in Article II of this durable power of attorney may be exercised equally with respect to an interest I have at the time this durable power of attorney is executed or an interest which I acquire later, whether or not the interest is located in Florida and whether or not the powers are exercised or the durable power of attorney is executed in Florida.

### ARTICLE III

My agent is authorized to perform the following specific acts for me if I have initialed the specific authority listed below:

**Initial:**

( *AL* )

**Disclaim Property and Powers of Appointment.** My agent shall have the power to disclaim any property, including a power of appointment, and also including any legacy, bequest, devise, gift, or other property interest or payment due or payable to me.

### ARTICLE IV

Notwithstanding any provision herein to the contrary, any authority granted to my agent shall be limited so as to prevent this durable power of attorney from causing my agent to be taxed on my income (unless my agent is my spouse) and from causing my assets to be subject to a general power of appointment by my agent, as that term is defined in Section 2041 of the Code.

### ARTICLE V

Any act or thing lawfully done hereunder by my said agent shall be binding on myself and my heirs, legal and personal representatives, and assigns, provided, however, that all business transacted hereunder for me or for my account shall be transacted in my name, and that all endorsements and instruments executed by my said agent for the purpose of carrying out the foregoing powers shall contain my name, followed by that of my said agent and the designation "Agent."

### ARTICLE VI

Any third party may transact any matter with my agent in the same manner and to the same extent as the third party would transact such matter with me. Third parties who act in reliance upon the representations of my agent shall be held harmless by me, my estate, the beneficiaries of my estate, or joint owners of property from any loss suffered or liability incurred as a result of actions taken prior to receipt of written notice of revocation, suspension, notice of a petition to determine incapacity, partial or complete termination, or my death. Any third party



may rely upon a copy of this durable power of attorney certified by my agent to be a true copy of the original hereof, as fully as if such third party had received an original of this durable power of attorney.

#### ARTICLE VII

My agent shall not be liable for any acts or decisions made in good faith and in conformity with the powers enumerated in this durable power of attorney. However, my agent shall not be relieved from liability for breach of duty committed dishonestly, with improper motive, or with reckless indifference to me or the purposes of this durable power of attorney.

#### ARTICLE VIII

My agent shall have the power to pay a reasonable fee from my estate to each agent who is a qualified agent as defined in Section 709.2112(4), Florida Statutes as compensation for services rendered under this durable power of attorney in an amount which does not exceed the customary and prevailing charges for services of a similar character at the time and place such services are performed. My agent shall also be entitled to reimbursement of expenses reasonably incurred on my behalf.

#### ARTICLE IX


I hereby revoke all prior general powers of attorney executed by me. However, I do not hereby revoke any powers of attorney I have previously executed for a limited or specific purpose, or powers of attorney I have executed as part of a contract for the management of any bank or brokerage account. If I desire to revoke any such prior limited or specific power of attorney, I will execute a revocation specifically referring to the power of attorney to be revoked.

#### ARTICLE X

This durable power of attorney is not terminated by subsequent incapacity of the principal except as provided in chapter 709, Florida Statutes. This durable power of attorney shall terminate by one or more of the following circumstances:

- (1) My death;
- (2) The death or deaths of all agents named in the first paragraph of this durable power of attorney; or
- (3) The occurrence of an event described in Section 709.2109, Florida Statutes.


Signed on the 12th day of February, in the year 2014.

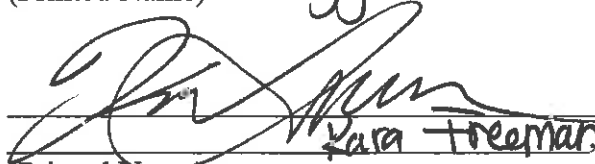


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ALENA LEMBACH, Principal

WITNESSES (both of whom are  
18 years of age or older):

  
\_\_\_\_\_, Witness  
(Printed Name) Cara Higgins

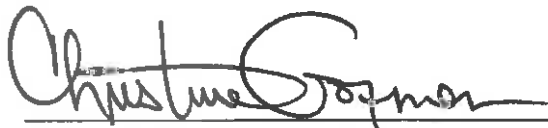
  
\_\_\_\_\_, Witness  
(Printed Name) Kara Freeman

STATE OF FLORIDA       )  
                                      : SS.:  
COUNTY OF MONROE    )

The foregoing instrument was acknowledged before me on the 12th day of February, in  
the year 2014, by ALENA LEMBACH, who is personally known to me or who has produced  
F10. D/L L512-000-64-848-0 (type of identification) as identification.



CHRISTINE GORMAN  
MY COMMISSION # DD 956226  
EXPIRES: March 25, 2014  
Bonded Thru Budget Notary Services

  
\_\_\_\_\_  
Notary Public, State of Florida

# **Property Appraiser Information**



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

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

## Property Record Card -

**Maps are now launching the new map application version.**

**Alternate Key: 8748094 Parcel ID: 00052890-001400**

### Ownership Details

**Mailing Address:**  
 LEMBACH ALENA  
 3226 EAGLE AVE  
 KEY WEST, FL 33040-4691

### Property Details

**PC Code:** 01 - SINGLE FAMILY  
**Millage Group:** 10KW  
**Affordable Housing:** No  
**Section-Township-** 33-67-25  
**Range:**  
**Property Location:** 3226 EAGLE AVE KEY WEST

RECEIVED  
 MAY 3, 2014  
 BY: MC 10210

**Subdivision:** Key West Foundation Co's Plat No 1

**Legal Description:** PT BLK 7 KW FOUNDATION COS PLAT NO 1 PB1-155 A/K/A UNIT 14 KEY WEST ESTATES OR1068-1027/28  
**Description:** OR1513-1874/75 OR1765-447 OR1837-2408/09 OR2072-2194/95 OR2470-334

**Click Map Image to open interactive viewer**



### Exemptions

Exemption	Amount
39 - 25000 HOMESTEAD	25,000.00
44 - ADDL HOMESTEAD	25,000.00

### Land Details

Land Use Code	Frontage	Depth	Land Area
010D - RESIDENTIAL DRY	38	55	1,719.00 SF

## Building Summary

Number of Buildings: 1  
 Number of Commercial Buildings: 0  
 Total Living Area: 1032  
 Year Built: 1988

## Building 1 Details

Building Type R1  
 Effective Age 10  
 Year Built 1988  
 Functional Obs 0

Condition G  
 Perimeter 220  
 Special Arch DCW  
 Economic Obs 0

Quality Grade 450  
 Depreciation % 8  
 Grnd Floor Area 1,032

Inclusions: R1 includes 1 3-fixture bath and 1 kitchen.

Roof Type MANSARD

Roof Cover TAR & GRAVEL

Foundation CONCR FTR

Heat 1 NONE

Heat 2 NONE

Bedrooms 2

Heat Src 1 NONE

Heat Src 2 NONE

Extra Features:

2 Fix Bath 1

Vacuum 0

3 Fix Bath 0

Garbage Disposal 0

4 Fix Bath 0

Compactor 0

5 Fix Bath 0

Security 0

6 Fix Bath 0

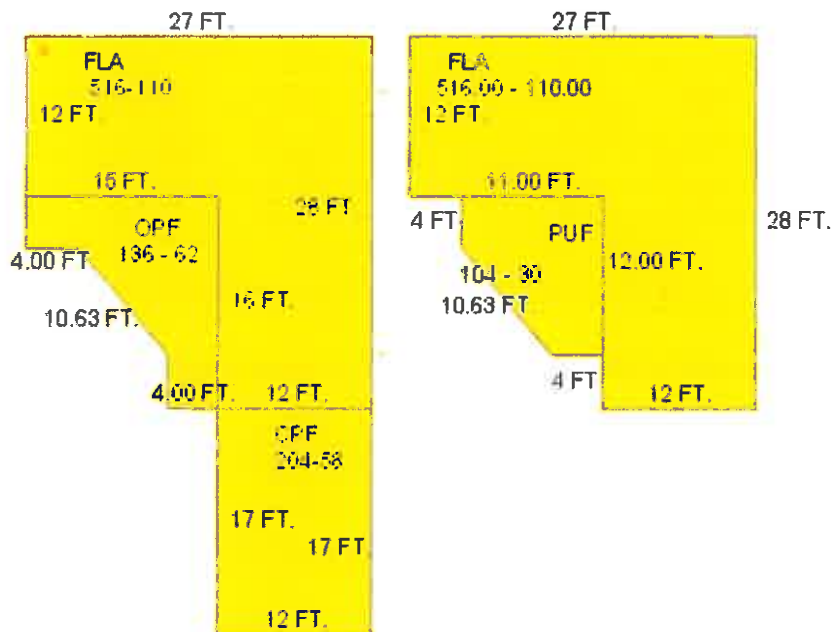
Intercom 0

7 Fix Bath 0

Fireplaces 0

Extra Fix 0

Dishwasher 0



Sections:

Nbr Type	Ext Wall	# Stories	Year Built	Attic A/C	Basement %	Finished Basement %	Area
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1	FLA	1:WD FRAME/COMPOSITE	1	1991	N	N	0.00	0.00	516
2	OPF		1	1991	N	N	0.00	0.00	136
3	CPE	10:CUSTOM/HARDIE BD	1	1991	N	N	0.00	0.00	204
4	FLA	1:WD FRAME/COMPOSITE	1	1991	N	N	0.00	0.00	516
5	PUF	1:WD FRAME/COMPOSITE	1	1991	N	N	0.00	0.00	104

## Misc Improvement Details

Nbr	Type	# Units	Length	Width	Year Built	Roll Year	Grade	Life
1	FN2:FENCES	210 SF	0	0	1987	1988	2	30
2	AC2:WALL AIR COND	1 UT	0	0	1987	1988	2	20
3	UB3:LC UTIL BLDG	63 SF	0	0	1987	1988	2	30
4	WD2:WOOD DECK	288 SF	18	16	1987	1988	2	40
5	FN2:FENCES	360 SF	60	6	1988	1989	2	30

## Building Permits

Bldg	Number	Date Issued	Date Completed	Amount	Description	Notes
1	9601858	05/01/1996	08/01/1996	1,200		ROOF
2	02-3306	08/01/2003	11/19/2003	1,500		NEW SLIDING DOORS INSTALL

## Parcel Value History

Historical values

[View Taxes for this Parcel.](#)

Roll Year	Total Bldg Value	Total Misc Improvement Value	Total Land Value	Total Just (Market) Value	Total Assessed Value	School Exempt Value	School Taxable Value
2013	107,273	2,628	51,317	161,218	160,082	25,000	135,082
2012	114,690	2,628	51,312	168,630	157,406	25,000	132,406
2011	114,690	2,740	35,391	152,821	152,821	25,000	127,821
2010	171,387	2,815	14,155	188,357	188,357	0	188,357
2009	190,320	2,927	46,004	239,251	239,251	0	239,251
2008	176,569	3,002	89,388	268,959	268,959	25,000	243,959
2007	223,176	3,114	180,495	406,785	406,785	25,000	381,785
2006	372,981	3,227	111,735	487,943	447,592	25,000	422,592
2005	331,431	3,422	99,702	434,555	434,555	25,000	409,555
2004	206,276	3,577	82,512	292,365	292,365	0	292,365
2003	168,380	3,761	36,099	208,240	208,240	0	208,240
2002	98,429	3,917	36,099	138,445	127,998	25,000	102,998
2001	85,774	4,110	36,099	125,983	125,983	25,000	100,983

<b>2000</b>	104,054	3,503	18,909	126,466	126,466	25,000	101,466
<b>1999</b>	89,677	2,874	18,909	111,460	111,460	0	111,460
<b>1998</b>	86,028	2,891	18,909	107,828	76,849	25,000	51,849
<b>1997</b>	72,993	2,575	15,471	91,039	75,565	25,000	50,565
<b>1996</b>	59,959	2,207	15,471	77,637	73,365	25,000	48,365
<b>1995</b>	58,395	2,252	15,471	76,118	71,576	25,000	46,576
<b>1994</b>	52,138	2,086	15,471	69,695	69,695	25,000	44,695
<b>1993</b>	51,834	2,180	15,471	69,485	69,485	25,000	44,485
<b>1992</b>	51,834	2,260	15,471	69,565	69,565	25,000	44,565
<b>1991</b>	49,471	2,831	15,471	67,773	67,773	25,000	42,773
<b>1990</b>	49,471	2,933	15,471	67,875	67,875	25,000	42,875
<b>1989</b>	49,471	1,403	15,471	66,345	66,345	25,000	41,345

## Parcel Sales History

Sale Date	Official Records Book/Page	Price	Instrument	Qualification
<b>5/24/2010</b>	2470 / 334	175,000	<u>WD</u>	<u>Q2</u>
<b>12/31/2004</b>	2072 / 2194	587,000	<u>WD</u>	<u>Q</u>
<b>12/2/2002</b>	1837 / 2408	245,000	<u>WD</u>	<u>Q</u>
<b>2/21/2002</b>	1765 / 0447	200,000	<u>WD</u>	<u>Q</u>
<b>6/1/1998</b>	1513 / 1874	125,000	<u>WD</u>	<u>Q</u>
<b>10/1/1988</b>	1068 / 1027	87,500	<u>WD</u>	<u>Q</u>

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Monroe County Monroe County Property Appraiser  
 Scott P. Russell, CFA  
 P.O. Box 1176 Key West, FL 33041-1176