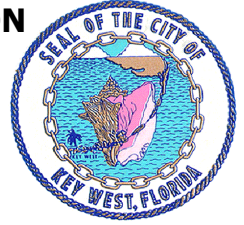


DEVELOPMENT PLAN AND CONDITIONAL USE APPLICATION
City of Key West Planning Department
1300 White Street, Key West, FL 33040
(305) 809-3720



Development Plan & Conditional Use Application

Applications will not be accepted unless complete

Development Plan

Major _____

Minor _____

Conditional Use

_____ x _____

Historic District

Yes _____ x _____

No _____

Please print or type:

- 1) Site Address 1100 White Street
- 2) Name of Applicant 1100 White Street, LLC
- 3) Applicant is: Owner X Authorized Representative _____
(attached Authorization and Verification Forms must be completed)
- 4) Address of Applicant 3121 Bridge Ave
Cleveland, Ohio 44113
- 5) Applicant's Phone # 305.307.5846 Email dayers@k2mdesign.com
- 6) **Email Address:** dayers@k2mdesign.com
- 7) Name of Owner, if different than above Same as above
- 8) Address of Owner Same as above
- 9) Owner Phone # Same as above Email Same as above
- 10) Zoning District of Parcel HNC-1 RE# 00032670-000000
- 11) Is Subject Property located within the Historic District? Yes X No _____
If Yes: Date of approval N/A HARC approval # N/A
OR: Date of meeting _____
- 12) Description of Proposed Development and Use. Please be specific, list existing and proposed buildings and uses, number of dwelling units, parking, restaurant seats, vehicles proposed, etc. If there is more than one use, describe in detail the nature of each use (Give concise description here and use a separate sheet if necessary).

Proposed work includes only an interior build out of an existing building for a new tenant.

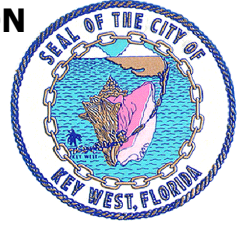
The new tenant will be a restaurant use with limiting to 49 occupants allowed within space.

Exterior and shell of building is existing to remain with signage under separate permit and submittal.

Parking variance will be required for new restaurant use.

DEVELOPMENT PLAN AND CONDITIONAL USE APPLICATION

City of Key West Planning Department
1300 White Street, Key West, FL 33040
(305) 809-3720



13) Has subject Property received any variance(s)? Yes _____ No X

If Yes: Date of approval _____ Resolution # _____

Attach resolution(s). See build back letter attached for reference

14) Are there any easements, deed restrictions or other encumbrances on the subject property?

Yes _____ No X

If Yes, describe and attach relevant documents.

A. For both *Conditional Uses* and *Development Plans*, provide the information requested from the attached **Conditional Use and Development Plan** sheet.

B. For *Conditional Uses* only, also include the **Conditional Use Criteria** required under Chapter 122, Article III, Sections 122-61 and 122-62 of the Land Development Regulations (see attached copy of criteria).

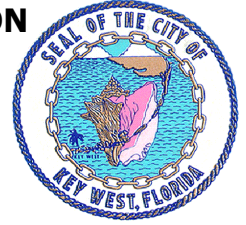
C. For *Major Development Plans* only, also provide the **Development Plan Submission Materials** required under Chapter 108, Article II, Division 7, Sections 108-226 through 108-248 of the Land Development Regulations (see attached copy of criteria) and any additional information as determined by the Planning Staff.

D. For both *Conditional Uses* and *Development Plans*, one set of plans **MUST** be signed & sealed by an Engineer or Architect.

Please note, development plan and conditional use approvals are quasi-judicial hearings and it is improper to speak to a Planning Board member or City Commissioner about the project outside of the hearing.

DEVELOPMENT PLAN AND CONDITIONAL USE APPLICATION

City of Key West Planning Department
1300 White Street, Key West, FL 33040
(305) 809-3720



Required Plans and Related Materials for both a Conditional Use and Minor/Major Development Plan

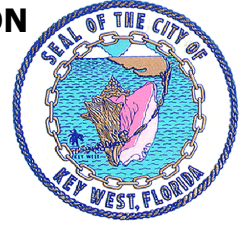
I. Existing Conditions.

- A) Recent Survey of the site by a licensed Surveyor showing all dimensions including distances from property lines, and including:
 - 1) Size of site;
 - 2) Buildings, structures, and parking;
 - 3) FEMA Flood Zone;
 - 4) Topography;
 - 5) Easements; and
 - 6) Location of Utility Lines (sewer, water, electric, cable) adjacent and extending into the site.
- B) Existing size, type and location of trees, hedges, and other features.
- C) Existing stormwater retention areas and drainage flows.
- D) A sketch showing adjacent land uses, buildings, and driveways.

II. Proposed Development: Plans at 11" X 17" (10,000 Sq. ft. or less); 24" X 36" if site is over 10,000 sq. ft.

- A) Site Plan to scale of with north arrow and dimensions by a licensed architect or engineer.
 - 1) Buildings
 - 2) Setbacks
 - 3) Parking:
 - a. Number, location and size of automobile and bicycle spaces
 - b. Handicapped spaces
 - c. Curbs or wheel stops around landscaping
 - d. Type of pavement
 - 4) Driveway dimensions and material
 - 5) Location of Utility Lines (sewer, water, electric, cable) adjacent and extending into the site.
 - 6) Location of garbage and recycling
 - 7) Signs
 - 8) Lighting
 - 8) Project Statistics:
 - a. Zoning
 - b. Size of site
 - c. Number of units (or units and Licenses)
 - d. If non-residential, floor area & proposed floor area ratio
 - e. Consumption area of restaurants & bars
 - f. Open space area and open space ratio
 - g. Impermeable surface area and impermeable surface ratio
 - h. Number of automobile and bicycle spaces required and proposed
- B) Building Elevations
 - 1) Drawings of all building from every direction. If the project is in the Historic District please submit HARC approved site plans.
 - 2) Height of building.
 - 3) Finished floor elevations and bottom of first horizontal structure
 - 4) Height of existing and proposed grades
- C) Drainage Plan: Existing & Proposed retention areas and calculations approved by the City Engineer. See one of the attached commercial and residential use Stormwater Retention Forms.
- D) Landscape Plan: Size, type, location and number of plants to be removed, kept, and installed. The plan must be approved by the City Landscape Coordinator through a letter of approval. If the project is a Major Development Plan a landscape design prepared by a licensed Landscape Architect is required per Section 108-511(b) of the Land Development Regulations.

DEVELOPMENT PLAN AND CONDITIONAL USE APPLICATION
City of Key West Planning Department
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- III. **Solutions Statement.** Aspects of the design that address community issues including but not limited to water pollution from stormwater runoff, potable water conservation, waste disposal, recycling, energy conservation, affordable housing, and impacts on neighbors such as lighting, noise, traffic and parking.

Development Plan Submission Materials

Sec. 108-226. Scope.

A development plan, for the purposes of this division, shall include but not necessarily be limited to the requirements in this division. With the exception of sections 108-227 through 108-229, the city planner may waive or modify requirements, information and specific performance criteria for development plan review after rendering a finding in writing that such requirements:

- (1) Are not necessary prior to development plan approval in order to protect the public interest or adjacent properties;
- (2) Bear no relationship to the proposed project or its impacts; and
- (3) Are found to be impractical based on the characteristics of the use, including the proposed scale, density/intensity, and anticipated impacts on the environment, public facilities and adjacent land uses.

Sec. 108-227. Title block.

The development plan shall contain the following pertaining to the title block:

- (1) Name of development.
- (2) Name of owner/developer.
- (3) Scale.
- (4) North arrow.
- (5) Preparation and revision date.
- (6) Location/street address of development.

Sec. 108-228. Identification of key persons.

The development plan shall contain the following pertaining to identification of key persons:

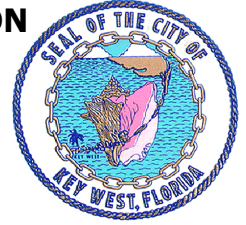
- (1) Owner.
- (2) Owner's authorized agent.
- (3) Engineer and architect.
- (4) Surveyor.
- (5) Landscape architect and/or environmental consultant.
- (6) Others involved in the application.
- (7) A verified statement showing each and every individual person having a legal and/or equitable ownership interest in the subject property, except publicly held corporations whose stock is traded on a nationally recognized stock exchange, in which case the names and addresses of the corporation and principal executive officers together with any majority stockholders will be sufficient.

Sec. 108-229. Project description.

Project description should be included on the site plan sheet. The development plan shall contain the following pertaining to the project description:

- (1) Zoning (include any special districts).
- (2) Project site size (acreage and/or square footage).
- (3) Legal description.
- (4) Building size.
- (5) Floor area ratio, permitted and proposed.
- (6) Lot coverage, permitted and proposed.
- (7) Impervious surface.
- (8) Pervious surface.
- (9) Landscape areas.

DEVELOPMENT PLAN AND CONDITIONAL USE APPLICATION
City of Key West Planning Department
1300 White Street, Key West, FL 33040
(305) 809-3720



- (10) Parking spaces, permitted and proposed.
- (11) Delineation of location of existing and proposed structures.
- (12) Existing and proposed development type denoted by land use including density/intensity.
- (13) Setbacks.

Sec. 108-230. Other project information.

A general outline of the proposed development shall include the following criteria where applicable:

- (1) Proposed stages or phases of development or operation and facility utilization.
- (2) Target dates for each phase.
- (3) Expected date of completion.
- (4) Proposed development plan for the site.
- (5) A written description of characteristics of the proposed development (i.e., number and type of residential units; floor area by land use; number of tourist accommodations units; seating or parking capacities; number of hospital beds; any proposed outside facilities or areas to be used for storage, display, outside sales, waste disposal or similar use; and any other proposed uses).
- (6) For planned unit developments, indicate design techniques (i.e., clustering, zero lot line, or other techniques) used to reduce public facility costs, reduce disturbance of natural resources, and preserve scenic quality of the site.
- (7) Buildings and sitting specifications which shall be utilized to reduce damage potential and to comply with federal flood insurance regulations.
- (8) Protection against encroachment together with proposed mitigation measures to be employed within environmentally sensitive areas.

Sec. 108-231. Residential developments.

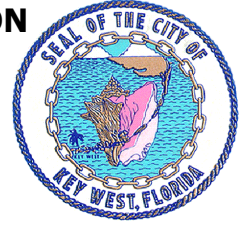
- (a) If the development includes residential units, the following characteristics shall be discussed in the written description:
 - (1) A breakdown of the proposed residential units by number of bedrooms;
 - (2) Tenure (i.e., owner-occupied or rental); and
 - (3) Structure type, such as single-family, duplex, multiple-family, mobile home.
- (b) Refer to division 10 of article V of chapter 122 for information and legal instruments needed to satisfy the city's affordable housing requirements.

Sec. 108-232. Intergovernmental coordination.

The development plan shall contain the following pertaining to intergovernmental coordination:

- (1) Provide proof of coordination with applicable local, regional, state and federal agencies, including but not limited to the following agencies that will be involved in the project:
 - a. South Florida Regional Planning Council (SFRPC).
 - b. City electric system (CES).
 - c. State department of environmental protection (DEP).
 - d. Army Corps of Engineers (ACOE).
 - e. South Florida Water Management District (SFWMD).
 - f. State department of transportation (DOT).
 - g. State department of community affairs (DCA).
 - h. Florida Keys Aqueduct Authority (FKAA).
 - i. State fish and wildlife conservation commission (F&GC).
 - j. The county.
- (2) Provide evidence that any necessary permit, lease or other permission from applicable local, regional, state and federal agencies has been obtained for any activity that will impact wetland communities or submerged land.
- (3) When intergovernmental coordination efforts are incomplete, the applicant shall provide evidence of good faith efforts towards resolving intergovernmental coordination issues.

DEVELOPMENT PLAN AND CONDITIONAL USE APPLICATION
City of Key West Planning Department
1300 White Street, Key West, FL 33040
(305) 809-3720



CONDITIONAL USE CRITERIA

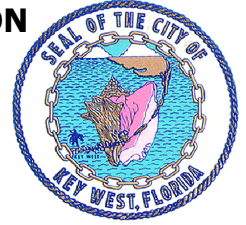
Sec. 122-61. Purpose and intent.

The purpose of this article is to ensure that a conditional use shall only be permitted on specific sites where the proposed use may be adequately accommodated without generating adverse impacts on properties and land uses within the immediate vicinity. This article sets forth provisions and criteria for consideration of conditional uses on specific sites. Conditional uses shall be permitted only upon a finding that the proposed use satisfies this article.

Sec. 122-62. Specific criteria for approval.

- (a) Findings. A conditional use shall be permitted upon a finding by the planning board that the proposed use, application and, if applicable, development plan comply with the criteria specified in this section, including specific conditions established by the planning board and or the city commission during review of the respective application in order to ensure compliance with the comprehensive plan and land development regulations. If the proposed conditional use is a major development pursuant to sections 108-165 and 108-166, the city commission shall render the final determination pursuant to section 122-63. A conditional use shall be denied if the city determines that the proposed use does not meet the criteria provided in this section and, further, that the proposed conditional use is adverse to the public's interest. An application for a conditional use shall describe how the specific land use characteristics proposed meet the criteria described in subsection (c) of this section and shall include a description of any measures proposed to mitigate against possible adverse impacts of the proposed conditional use on properties in the immediate vicinity.
- (b) Characteristics of use described. The following characteristics of a proposed conditional use shall be clearly described as part of the conditional use application:
 - (1) Scale and intensity of the proposed conditional use as measured by the following:
 - a. Floor area ratio;
 - b. Traffic generation;
 - c. Square feet of enclosed building for each specific use;
 - d. Proposed employment;
 - e. Proposed number and type of service vehicles; and
 - f. Off-street parking needs.
 - (2) On- or off-site improvement needs generated by the proposed conditional use and not identified on the list in subsection (b)(1) of this section including the following:
 - a. Utilities;
 - b. Public facilities, especially any improvements required to ensure compliance with concurrency management as provided in chapter 94;
 - c. Roadway or signalization improvements, or other similar improvements;
 - d. Accessory structures or facilities; and
 - e. Other unique facilities/structures proposed as part of site improvements.
 - (3) On-site amenities proposed to enhance site and planned improvements. Amenities including mitigative techniques such as:
 - a. Open space;
 - b. Setbacks from adjacent properties;
 - c. Screening and buffers;
 - d. Landscaped berms proposed to mitigate against adverse impacts to adjacent sites; and
 - e. Mitigative techniques for abating smoke, odor, noise, and other noxious impacts.

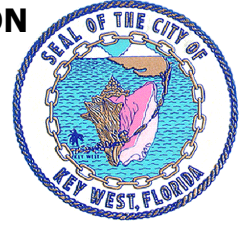
DEVELOPMENT PLAN AND CONDITIONAL USE APPLICATION
City of Key West Planning Department
1300 White Street, Key West, FL 33040
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- (c) Criteria for conditional use review and approval. Applications for a conditional use shall clearly demonstrate the following:
- (1) Land use compatibility. The applicant shall demonstrate that the conditional use, including its proposed scale and intensity, traffic-generating characteristics, and off-site impacts are compatible and harmonious with adjacent land use and will not adversely impact land use activities in the immediate vicinity.
 - (2) Sufficient site size, adequate site specifications, and infrastructure to accommodate the proposed use. The size and shape of the site, the proposed access and internal circulation, and the urban design enhancements must be adequate to accommodate the proposed scale and intensity of the conditional use requested. The site shall be of sufficient size to accommodate urban design amenities such as screening, buffers, landscaping, open space, off-street parking, efficient internal traffic circulation, infrastructure (i.e., refer to chapter 94 to ensure concurrency management requirements are met) and similar site plan improvements needed to mitigate against potential adverse impacts of the proposed use.
 - (3) Proper use of mitigative techniques. The applicant shall demonstrate that the conditional use and site plan have been designed to incorporate mitigative techniques needed to prevent adverse impacts to adjacent land uses. In addition, the design scheme shall appropriately address off-site impacts to ensure that land use activities in the immediate vicinity, including community infrastructure, are not burdened with adverse impacts detrimental to the general public health, safety and welfare.
 - (4) Hazardous waste. The proposed use shall not generate hazardous waste or require use of hazardous materials in its operation without use of city-approved mitigative techniques designed to prevent any adverse impact to the general health, safety and welfare. The plan shall provide for appropriate identification of hazardous waste and hazardous material and shall regulate its use, storage and transfer consistent with best management principles and practices. No use which generates hazardous waste or uses hazardous materials shall be located in the city unless the specific location is consistent with the comprehensive plan and land development regulations and does not adversely impact wellfields, aquifer recharge areas, or other conservation resources.
 - (5) Compliance with applicable laws and ordinances. A conditional use application shall demonstrate compliance with all applicable federal, state, county, and city laws and ordinances. Where permits are required from governmental agencies other than the city, these permits shall be obtained as a condition of approval. The city may affix other conditions to any approval of a conditional use in order to protect the public health, safety, and welfare.
 - (6) Additional criteria applicable to specific land uses. Applicants for conditional use approval shall demonstrate that the proposed conditional use satisfies the following specific criteria designed to ensure against potential adverse impacts which may be associated with the proposed land use:
 - a. Land uses within a conservation area. Land uses in conservation areas shall be reviewed with emphasis on compliance with section 108-1 and articles III, IV, V, VII and VIII of chapter 110 pertaining to environmental protection, especially compliance with criteria, including land use compatibility and mitigative measures related to wetland preservation, coastal resource impact analysis and shoreline protection, protection of marine life and fisheries, protection of flora and fauna, and floodplain protection. The size, scale and design of structures located within a conservation area shall be restricted in order to prevent and/or minimize adverse impacts on natural resources. Similarly, public uses should only be approved within a wetland or coastal high hazard area V zone when alternative upland locations are not feasible on an upland site outside the V zone.
 - b. Residential development. Residential development proposed as a conditional use shall be reviewed for land use compatibility based on compliance with divisions 2 through 14 of article IV and divisions 2 and 3 of article V of this chapter pertaining to zoning district regulations, including size and dimension regulations impacting setbacks, lot coverage, height, mass of building, building coverage, and open space criteria. Land use compatibility also shall be measured by appearance, design, and land use compatibility criteria established in chapter 102; articles III, IV and V of chapter 108; section 108-956; and article II of chapter 110; especially protection of historic resources; subdivision of land; access, internal circulation, and off-

DEVELOPMENT PLAN AND CONDITIONAL USE APPLICATION

City of Key West Planning Department
1300 White Street, Key West, FL 33040
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street parking; as well as possible required mitigative measures such as landscaping and site design amenities.

- c. Commercial or mixed use development. Commercial or mixed use development proposed as a conditional use shall be reviewed for land use compatibility based on compliance with divisions 2 through 14 of article IV and divisions 2 and 3 of article V of this chapter pertaining to zoning district regulations, including size and dimension regulations impacting floor area ratio, setbacks, lot coverage, height, mass of buildings, building coverage, and open space criteria. Land use compatibility also shall be measured by appearance, design, and land use compatibility criteria established in chapter 102; articles I, II, IV and V of chapter 108; section 108-956; and article II of chapter 110; especially protection of historic resources; subdivision of land; access, pedestrian access and circulation; internal vehicular circulation together with access and egress to the site, and off-street parking; as well as possible required mitigative measures such as landscaping, buffering, and other site design amenities. Where commercial or mixed use development is proposed as a conditional use adjacent to U.S. 1, the development shall be required to provide mitigative measures to avoid potential adverse impacts to traffic flow along the U.S. 1 corridor, including but not limited to restrictions on access from and egress to U.S. 1, providing for signalization, acceleration and deceleration lanes, and/or other appropriate mitigative measures.
- d. Development within or adjacent to historic district. All development proposed as a conditional use within or adjacent to the historic district shall be reviewed based on applicable criteria stated in this section for residential, commercial, or mixed use development and shall also comply with appearance and design guidelines for historic structures and contributing structures and/or shall be required to provide special mitigative site and structural appearance and design attributes or amenities that reinforce the appearance, historic attributes, and amenities of structures within the historic district.
- e. Public facilities or institutional development. Public facilities or other institutional development proposed as a conditional use shall be reviewed based on land use compatibility and design criteria established for commercial and mixed use development. In addition, the city shall analyze the proposed site location and design attributes relative to other available sites and the comparative merits of the proposed site, considering professionally accepted principles and standards for the design and location of similar community facilities and public infrastructure. The city shall also consider compliance with relevant comprehensive plan assessments of community facility and infrastructure needs and location impacts relative to service area deficiencies or improvement needs.
- f. Commercial structures, uses and related activities within tidal waters. The criteria for commercial structures, uses and related activities within tidal waters are as provided in section 122-1186.
- g. Adult entertainment establishments. The criteria for adult entertainment establishments are as provided in division 12 of article V of this chapter.

Exhibit A

CONDITIONAL USE CRITERIA

Sec. 122-162

(b) Characteristics of use described.

(1) Scale and Intensity

- (a) FAR existing to remain. Proposed use is strictly interior tenant renovation in an existing building to remain. Building was reconstructed in accordance to Build Back letter (attached) dated December 1, 2008 for 1100-1104 White Street. Existing building's FAR = .99 of a Code Requirement FAR = 1.0 Max.
- (b) Traffic generated from new tenant will be of pedestrian, bike and vehicle. More traffic will be produced during hours after 4pm.
- (c) Serving and Consumption Area: 978 SF
Commercial Kitchen: 266 SF
Dry Storage: 102 SF
Corridor/Restrooms/Entrance Area: 290 SF
- (d) Proposed employment will include servers/bartenders, cooks; including ____ employees each shift, totaling ____ employee hires. Hours of operation for the restaurant side will be from 11 am to 10 pm and bar side will be 4 pm to 10 pm.
- (e) Deliveries will be made similar to the same delivery schedule as adjacent Sandy's Café, Mo's Restaurant, Key West Cakes, Al Maidah, and Sunshine Grill. Service trucks will be parked within on street parking locations to complete delivers to provide an addition delivery to this tenant and not anticipating additional trucks than what is existing.
- (f) A parking variance request has been submitted to the planning director.

(2) Site Improvement Needs (N/A: Existing building to remain. Project is interior tenant build out only)

- (a) All existing utilities will remain and are sufficient for proposed use.
- (b) No additional facilities or public way improvements are required.
- (c) No roadway or signalization improvements required.
- (d) No on or off site accessory structures being developed. Project is strictly interior tenant build out.
- (e) No site improvements are required.

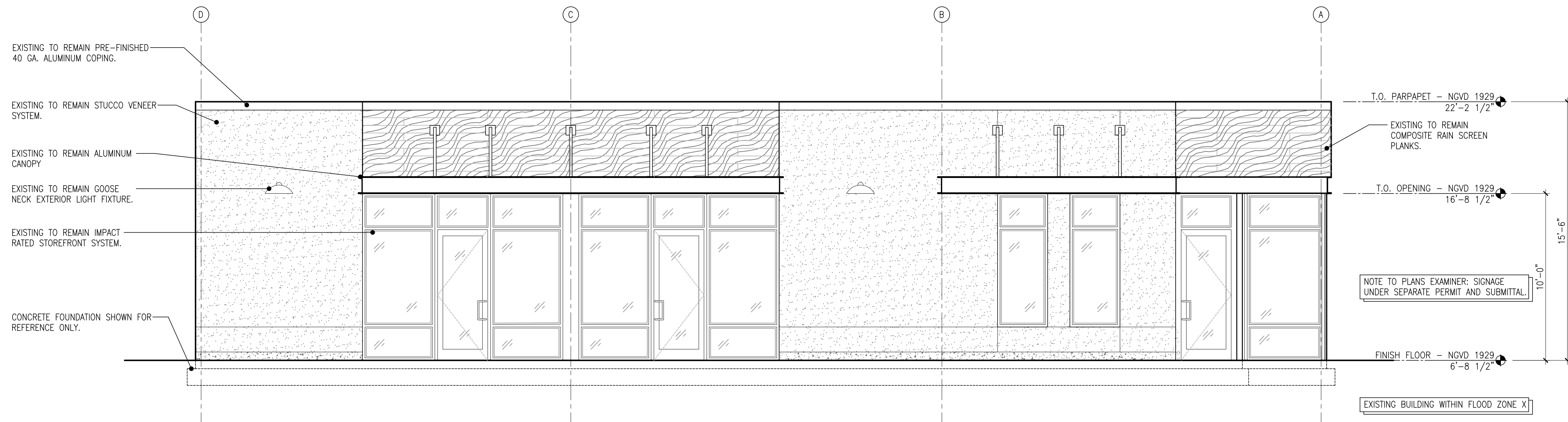
(3) On site Amenities (N/A: Existing building to remain. Project is interior tenant build out only)

- (a) Existing to remain open space of .04.
- (b) Existing to remain setbacks from adjacent properties per Build Back letter (attached).
Existing to remain
Setback 1: Front 0'-0"
Setback 2: Side 0'-1 1/2"
Setback 3: Street Side 0'-0"
Setback 4: Rear 5'-11 1/2"
- (c) Existing screening at rear property line of building. No additional landscaping is required or planned due to building at 0'-0" street side property lines.
- (d) Existing building to remain and Project consists of interior renovation only. No exterior site work to be proposed.

BUILDING RELATIONSHIPS BASED ON TRUST AND RESULTS.

- (e) There will be no exterior seating or speakers, in addition there will be no live music within the tenant space. All events of restaurant will be performed within tenant building.
- (c) Criteria for conditional use review and approval.
 - (1) Land use compatibility: The proposed restaurant will complement the improving streetscape of White Street. There are many but different style restaurants within the area of the proposed work and will be supplemental to the surrounding businesses. The building was reconstructed and improved during the build back process (letter attached). The proposed work is strictly a tenant interior build out. There is no requirement of exterior work from the proposed use. The hours of operation will not congest the surrounding businesses during standard business hours since the wine bar area will not be open until 4pm.
 - (2) Site Size, adequate site specifications, and infrastructure: The building that houses the proposed work was rebuilt with an issued "Build Back Letter" (attached) dated December 1, 2008. No exterior work is being proposed within the scope of work for the tenant. The building is located at the zero lot line of the public right of way allowing free and convenient walking access to the entrances of the proposed tenant. All utility infrastructure is sufficient to support the proposed tenant work. A parking variance request has been submitted to the planning director.
 - (3) Proper use of mitigative techniques: The proposed work is an interior build out of a vacant tenant space. The existing building provides adequate infrastructure to house a restaurant use and is designed per applicable codes for public health, safety and welfare. The proposed work does not burden surrounding business with noise, smell or site. The proposed work compliments the fabric of the surrounding community and businesses.
 - (4) Hazardous waste: No hazardous waste will be produced by the new tenant.
 - (5) Compliance with applicable laws and ordinances: Tenant build out is designed per all applicable codes of the Florida Building Code, City of Key West Ordinances, and accessibility codes. See supplementary drawing for tenant floor plan.
 - (6) Criteria applicable to specific land use: Building is within historical district HNC-1. Project is strictly an interior build out and requires no exterior work under this conditional use submission.

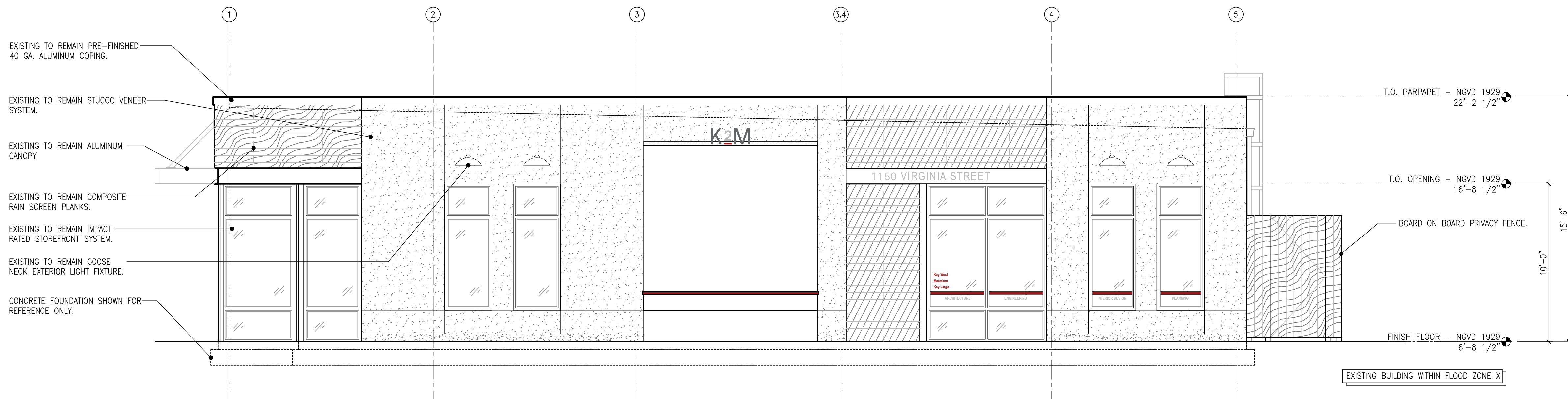
V:\0404\2017\17059 - Pinot Sake LLC - Sushi Restaurant and Wine Bar\4-CD\Drawings\Arch\ME11.dwg, 5/15/2017 12:49 PM, scale: 1/4" = 1'-0", from: gms



1

EXISTING NORTH ELEVATION - WHITE STREET

SCALE: 1/4" = 1'-0"



2

EXISTING WEST ELEVATION - VIRGINIA STREET

SCALE: 1/4" = 1'-0"





THE CITY OF KEY WEST

Post Office Box 1409 Key West, FL 33041-1409 (305) 809-3700

December 1, 2008

VIA ELECTRONIC MAIL

Bascom L. Grooms, IV
1110 Truman Avenue
Key West 33040

RE: **Build Back Letter**
1100-1104 White Street

Dear Mr. Grooms,

This letter is in response to your request for clarification as to your rights regarding the reconstruction of a one story building located at 1100-1104 White Street. The commercial building on the site was involuntarily destroyed by a fire on June 8, 2008. According to Property Appraiser information (see attached) the property is approximately 5,168 square feet and per a June 29, 2001, survey (see attached) the destroyed structure was approximately 4,324 square feet in size. A small portion of the building (.15' at its greatest width by 63.5') is not located on the property. An overhang on White Street appears to have been located fully on the property, while an approximately 6.5' portion of the sidewalk appears to encroach on the property along White Street. A review of City records did not find any easements associated with the property. This property and associated structure has been regularly used as commercial retail and professional office without a residential component since at least 1992 (see licensing attachments).

The following provisions appear applicable to your property, per Section 122-28 of the Code of Ordinances, "Replacement or Reconstruction":

"Properties without dwelling units. For a proposed reconstruction or replacement of a property without dwelling units, where that property is either a nonconforming use or a non-complying building or structure, (i) if the property is involuntarily destroyed, reconstruction or replacement does not require a variance; and (ii) if voluntarily destroyed to the extent that reconstruction or replacement would exceed 50 percent of the property's appraised or assessed value, the applicant must apply to the planning board for a variance."

"Properties within the Historic District. Notwithstanding any other subsection contained in this section, if a non-complying building or structure is a contributing building or structure according to the historic architectural review commission (HARC) and it is involuntarily destroyed, such building or structure may be reconstructed or replaced without a variance so long as it is to be rebuilt in the three-dimensional footprint of the original building and built in the historic vernacular as approved by HARC."

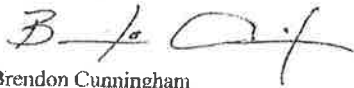
Key to the Caribbean - average yearly temperature 77 ° Fahrenheit

Page 2
December 5, 2008
1100-1104 White Street

Because the structure was involuntarily destroyed by fire and is presumed to be a legally non-conforming structure, the portions of the building located on your property are allowed to be reconstructed in the non-conforming building envelope after design consideration by HARC, assuming that other code provisions, particularly FEMA requirements and storm water management requirements, are satisfied. The existing overhang is considered a portion of the structure, however, please note that the three dimensional footprint allowed per Section 122-28 will determine the extent of structural replacement on the site.

If you have any questions or concerns for our office, please contact me directly at 809.3724.

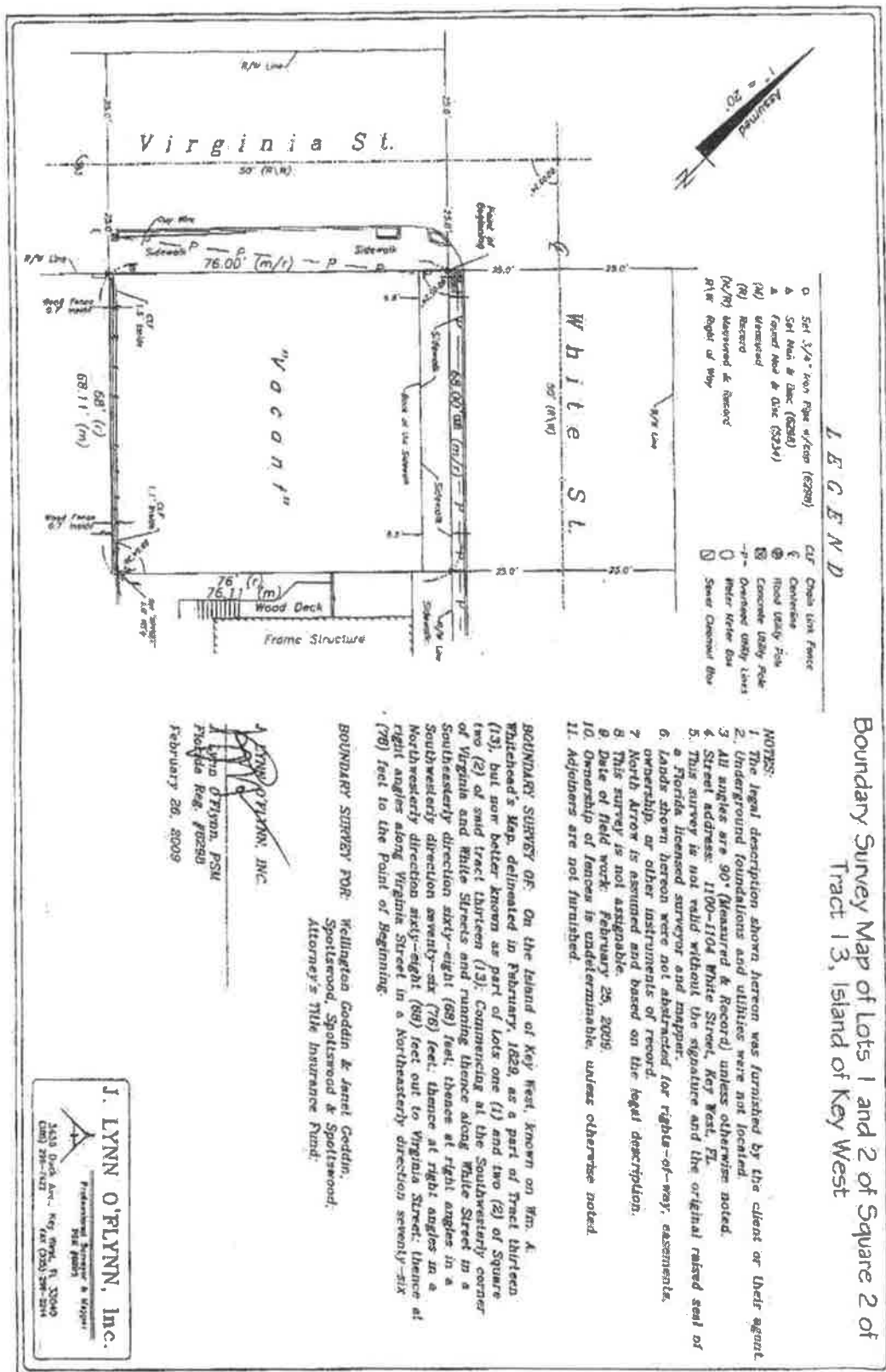
Respectfully,



Brendon Cunningham
Senior Planner

Attachments

C: Amy Kimball-Murley, AICP, Planning Director
John Woodson, Building Official
GEO File
K:\Geo Projects\White St\1100\2008\201aBuild Back Letter.doc



Commercial Contract

1* **1. PARTIES AND PROPERTY:** 1100 White St, LLC ("Buyer")

2* agrees to buy and Wellington and Janet S Goddin ("Seller")

3* agrees to sell the property as: Street Address: 1100, 1102 and 1104 White Street, Key West, FL 33040

4* _____

5* Legal Description: KW GWYNN SUB 0-195 PT LOTS 1-2 SQR 2 TR 13 G50-444/45 OR561-461 OR1709-178 OR240

6* 2-749/50

7* and the following Personal Property: none, vacant lot

8* _____

9 (all collectively referred to as the "Property") on the terms and conditions set forth below.

10* **2. PURCHASE PRICE:** \$ 540,000

11* (a) Deposit held in escrow by Coldwell Banker Schmitt RE Company \$ 20,000

12 ("Escrow Agent") (checks are subject to actual and final collection)

13* Escrow Agent's address: 1201 White St., Suite 101, Key West, FL 33040 Phone: 305-296-7277

14* (b) Additional deposit to be made to Escrow Agent within _____ days after Effective Date \$ _____

15* (c) Additional deposit to be made to Escrow Agent within _____ days after Effective Date \$ _____

16* (d) Total financing (see Paragraph 5) \$ 405,000

17* (e) Other Balance due at closing \$ 115,000

18 (f) All deposits will be credited to the purchase price at closing. Balance to close, subject

19* to adjustments and prorations, to be paid with locally drawn cashier's or official bank \$ _____

20 check(s) or wire transfer.

21 **3. TIME FOR ACCEPTANCE; EFFECTIVE DATE; COMPUTATION OF TIME:** Unless this offer is signed by **Seller**

22* and **Buyer** and an executed copy delivered to all parties on or before 01/13/2015, this offer will be

23 withdrawn and the **Buyer's** deposit, if any, will be returned. The time for acceptance of any counter offer will be 3

24 days from the date the counter offer is delivered. **The "Effective Date" of this Contract is the date on which the**

25 **last one of the Seller and Buyer has signed or initialed and delivered this offer or the final counter offer.**

26 Calendar days will be used when computing time periods, except time periods of 5 days or less. Time periods of 5

27 days or less will be computed without including Saturday, Sunday, or national legal holidays. Any time period ending

28 on a Saturday, Sunday, or national legal holiday will extend until 5:00 p.m. of the next business day. **Time is of the**

29 **essence in this Contract.**

30 **4. CLOSING DATE AND LOCATION:**



31* (a) **Closing Date:** This transaction will be closed on or before 02/13/2015 (Closing Date), unless specifically

32 extended by other provisions of this Contract. The **Closing Date** will prevail over all other time periods including, but

33 not limited to, Financing and Due Diligence periods. In the event insurance underwriting is suspended on Closing

34 Date and **Buyer** is unable to obtain property insurance, **Buyer** may postpone closing up to 5 days after the

35 insurance underwriting suspension is lifted.

36* Buyer  and Seller  acknowledge receipt of a copy of this page, which is Page 1 of 8 Pages.

37* **(b) Location:** Closing will take place in Monroe County, Florida. (If left blank, closing
38 will take place in the county where the property is located.) Closing may be conducted by mail or electronic means.

39 **5. THIRD PARTY FINANCING:**

40* **BUYER'S OBLIGATION:** Within _____ days (5 days if left blank) after Effective Date, **Buyer** will apply for third party
41* financing in an amount not to exceed 75 % of the purchase price or \$ _____, with a fixed interest rate
42* not to exceed _____ % per year with an initial variable interest rate not to exceed 4.75 %, with points or commitment
43* or loan fees not to exceed _____ % of the principal amount, for a term of 7 years, and amortized over 20
44 years, with additional terms as follows:


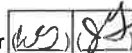
45* _____
46 **Buyer** will timely provide any and all credit, employment, financial and other information reasonably required by any
47* lender. **Buyer** will use good faith and reasonable diligence to (i) obtain Loan Approval within 25 days (45 days if
48 left blank) from Effective Date (Loan Approval Date), (ii) satisfy terms and conditions of the Loan Approval, and
49 (iii) close the loan. **Buyer** will keep **Seller** and **Broker** fully informed about loan application status and authorizes the
50 mortgage broker and lender to disclose all such information to **Seller** and **Broker**. **Buyer** will notify **Seller** immediately
51 upon obtaining financing or being rejected by a lender. **CANCELLATION:** If **Buyer**, after using good faith and
52* reasonable diligence, fails to obtain Loan Approval by Loan Approval Date, **Buyer** may within _____ days (3 days if left
53 blank) deliver written notice to **Seller** stating **Buyer** either waives this financing contingency or cancels this Contract.
54 If **Buyer** does neither, then **Seller** may cancel this Contract by delivering written notice to **Buyer** at any time
55 thereafter. Unless this financing contingency has been waived, this Contract shall remain subject to the
56 satisfaction, by closing, of those conditions of Loan Approval related to the Property. **DEPOSIT(S) (for purposes**
57 **of Paragraph 5 only):** If **Buyer** has used good faith and reasonable diligence but does not obtain Loan
58 Approval by Loan Approval Date and thereafter either party elects to cancel this Contract as set forth above or the
59 lender fails or refuses to close on or before the Closing Date without fault on **Buyer's** part, the Deposit(s) shall be
60 returned to **Buyer**, whereupon both parties will be released from all further obligations under this Contract, except for
61 obligations stated herein as surviving the termination of this Contract. If neither party elects to terminate this Contract
62 as set forth above or **Buyer** fails to use good faith or reasonable diligence as set forth above, **Seller** will be entitled to
63 retain the Deposit(s) if the transaction does not close.

64* **6. TITLE:** **Seller** has the legal capacity to and will convey marketable title to the Property by ☒ statutory warranty
65* deed ☐ other _____, free of liens, easements and encumbrances of record or
66 known to **Seller**, but subject to property taxes for the year of closing; covenants, restrictions and public utility
67 easements of record; existing zoning and governmental regulations; and (list any other matters to which title will be
68* subject) _____

69* _____
70 provided there exists at closing no violation of the foregoing and none of them prevents **Buyer's** intended use of the
71* Property as Commercially Zoned

72 **(a) Evidence of Title:** The party who pays the premium for the title insurance policy will select the closing agent
73* and pay for the title search and closing services. **Seller** will, at (check one) ☒ **Seller's** ☐ **Buyer's** expense and
74* within _____ days ☐ after Effective Date ☐ or at least 5 days before Closing Date deliver to **Buyer** (check one)
75* ☒ (i.) a title insurance commitment by a Florida licensed title insurer setting forth those matters to be
76 discharged by **Seller** at or before Closing and, upon **Buyer** recording the deed, an owner's policy in the amount
77 of the purchase price for fee simple title subject only to exceptions stated above. If **Buyer** is paying for the
78 evidence of title and **Seller** has an owner's policy, **Seller** will deliver a copy to **Buyer** within 15 days after
79 Effective Date.
80* ☐ (ii.) an abstract of title, prepared or brought current by an existing abstract firm or certified as correct by an
81 existing firm. However, if such an abstract is not available to **Seller**, then a prior owner's title policy acceptable
82 to the proposed insurer as a base for reissuance of coverage may be used. The prior policy will include copies
83 of all policy exceptions and an update in a format acceptable to **Buyer** from the policy effective date and
84 certified to **Buyer** or **Buyer's** closing agent together with copies of all documents recited in the prior policy and
85 in the update. If such an abstract or prior policy is not available to **Seller** then (i.) above will be the evidence of
86 title.

87 **(b) Title Examination:** **Buyer** will, within 15 days from receipt of the evidence of title deliver written notice to **Seller**
88 of title defects. Title will be deemed acceptable to **Buyer** if (1) **Buyer** fails to deliver proper notice of defects or

89* **Buyer**  and **Seller**  acknowledge receipt of a copy of this page, which is Page 2 of 8 Pages.
11:43AM EST

(2) **Buyer** delivers proper written notice and **Seller** cures the defects within ____ days from receipt of the notice ("Curative Period"). If the defects are cured within the Curative Period, closing will occur within 10 days from receipt by **Buyer** of notice of such curing. **Seller** may elect not to cure defects if **Seller** reasonably believes any defect cannot be cured within the Curative Period. If the defects are not cured within the Curative Period, **Buyer** will have 10 days from receipt of notice of **Seller's** inability to cure the defects to elect whether to terminate this Contract or accept title subject to existing defects and close the transaction without reduction in purchase price.

(c) **Survey:** (check applicable provisions below)

☒ (i.) **Seller** will, within 2 ____ days from Effective Date, deliver to **Buyer** copies of prior surveys, plans, specifications, and engineering documents, if any, and the following documents relevant to this transaction:

Seller already provided Survey to Buyer

prepared for **Seller** or in **Seller's** possession, which show all currently existing structures. In the event this transaction does not close, all documents provided by **Seller** will be returned to **Seller** within 10 days from the date this Contract is terminated.

☒ **Buyer** will, at ☐ **Seller's** ☒ **Buyer's** expense and within the time period allowed to deliver and examine title evidence, obtain a current certified survey of the Property from a registered surveyor. If the survey reveals encroachments on the Property or that the improvements encroach on the lands of another, ☐ **Buyer** will accept the Property with existing encroachments ☒ such encroachments will constitute a title defect to be cured within the Curative Period.


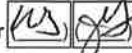
(d) **Ingress and Egress:** **Seller** warrants that the Property presently has ingress and egress.

7. PROPERTY CONDITION: **Seller** will deliver the Property to **Buyer** at the time agreed in its present "as is" condition, ordinary wear and tear excepted, and will maintain the landscaping and grounds in a comparable condition. **Seller** makes no warranties other than marketability of title. In the event that the condition of the Property has materially changed since the expiration of the Due Diligence Period, **Buyer** may elect to terminate the Contract and receive a refund of any and all deposits paid, plus interest, if applicable. By accepting the Property "as is", **Buyer** waives all claims against **Seller** for any defects in the Property. (Check (a) or (b))

☐ (a) **As Is:** **Buyer** has inspected the Property or waives any right to inspect and accepts the Property in its "as is" condition.

☒ (b) **Due Diligence Period:** **Buyer** will, at **Buyer's** expense and within 30 ____ days from Effective Date ("Due Diligence Period"), determine whether the Property is suitable, in **Buyer's** sole and absolute discretion, for **Buyer's** intended use and development of the Property as specified in Paragraph 6. During the Due Diligence Period, **Buyer** may conduct any tests, analyses, surveys and investigations ("Inspections") which **Buyer** deems necessary to determine to **Buyer's** satisfaction the Property's engineering, architectural, environmental properties; zoning and zoning restrictions; flood zone designation and restrictions; subdivision regulations; soil and grade; availability of access to public roads, water, and other utilities; consistency with local, state and regional growth management and comprehensive land use plans; availability of permits, government approvals and licenses; compliance with American with Disabilities Act; absence of asbestos, soil and ground water contamination; and other inspections that **Buyer** deems appropriate to determine the suitability of the Property for **Buyer's** intended use and development. **Buyer** will deliver written notice to **Seller** prior to the expiration of the Due Diligence Period of **Buyer's** determination of whether or not the Property is acceptable. **Buyer's** failure to comply with this notice requirement will constitute acceptance of the Property in its present "as is" condition. **Seller** grants to **Buyer**, its agents, contractors and assigns, the right to enter the Property at any time during the Due Diligence Period for the purpose of conducting Inspections; provided, however, that **Buyer**, its agents, contractors and assigns enter the Property and conduct Inspections at their own risk. **Buyer** will indemnify and hold **Seller** harmless from losses, damages, costs, claims and expenses of any nature, including attorneys' fees at all levels, and from liability to any person, arising from the conduct of any and all inspections or any work authorized by **Buyer**. **Buyer** will not engage in any activity that could result in a mechanic's lien being filed against the Property without **Seller's** prior written consent. In the event this transaction does not close, (1) **Buyer** will repair all damages to the Property resulting from the Inspections and return the Property to the condition it was in prior to conduct of the Inspections, and (2) **Buyer** will, at **Buyer's** expense release to **Seller** all reports and other work generated as a result of the Inspections. Should **Buyer** deliver timely notice that the Property is not acceptable, **Seller** agrees that **Buyer's** deposit will be immediately returned to **Buyer** and the Contract terminated.

(c) **Walk-through Inspection:** **Buyer** may, on the day prior to closing or any other time mutually agreeable to the

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11:43AM EST

143 parties, conduct a final "walk-through" inspection of the Property to determine compliance with this paragraph and
144 to ensure that all Property is on the premises.

145 **8. OPERATION OF PROPERTY DURING CONTRACT PERIOD:** Seller will continue to operate the Property and any
146 business conducted on the Property in the manner operated prior to Contract and will take no action that would
147 adversely impact the Property, tenants, lenders or business, if any. Any changes, such as renting vacant space, that
148* materially affect the Property or Buyer's intended use of the Property will be permitted ☒ only with Buyer's consent
149* ☐ without Buyer's consent.

150 **9. CLOSING PROCEDURE:** Unless otherwise agreed or stated herein, closing procedure shall be in accordance with
151 the norms where the Property is located.

152 **(a) Possession and Occupancy:** Seller will deliver possession and occupancy of the Property to Buyer at
153 closing. Seller will provide keys, remote controls, and any security/access codes necessary to operate all locks,
154 mailboxes, and security systems.

155 **(b) Costs:** Buyer will pay Buyer's attorneys' fees, taxes and recording fees on notes, mortgages and financing
156 statements and recording fees for the deed. Seller will pay Seller's attorneys' fees, taxes on the deed and
157 recording fees for documents needed to cure title defects. If Seller is obligated to discharge any encumbrance at or
158 prior to closing and fails to do so, Buyer may use purchase proceeds to satisfy the encumbrances.

159 **(c) Documents:** Seller will provide the deed; bill of sale; mechanic's lien affidavit; originals of those assignable
160 service and maintenance contracts that will be assumed by Buyer after the Closing Date and letters to each
161 service contractor from Seller advising each of them of the sale of the Property and, if applicable, the transfer of its
162 contract, and any assignable warranties or guarantees received or held by Seller from any manufacturer,
163 contractor, subcontractor, or material supplier in connection with the Property; current copies of the condominium
164 documents, if applicable; assignments of leases, updated rent roll; tenant and lender estoppels letters; tenant
165 subordination, non-disturbance and attornment agreements (SNDAs) required by the Buyer or Buyer's lender;
166 assignments of permits and licenses; corrective instruments; and letters notifying tenants of the change in
167 ownership/rental agent. If any tenant refuses to execute an estoppels letter, Seller will certify that information
168 regarding the tenant's lease is correct. If Seller is an entity, Seller will deliver a resolution of its Board of Directors
169 authorizing the sale and delivery of the deed and certification by the appropriate party certifying the resolution and
170 setting forth facts showing the conveyance conforms to the requirements of local law. Seller will transfer security
171 deposits to Buyer. Buyer will provide the closing statement, mortgages and notes, security agreements, and
172 financing statements.

173 **(d) Taxes and Prorations:** Real estate taxes, personal property taxes on any tangible personal property, bond
174 payments assumed by Buyer, interest, rents (based on actual collected rents), association dues, insurance
175 premiums acceptable to Buyer, and operating expenses will be prorated through the day before closing. If the
176 amount of taxes for the current year cannot be ascertained, rates for the previous year will be used with due
177 allowance being made for improvements and exemptions. Any tax proration based on an estimate will, at request
178 of either party, be readjusted upon receipt of current year's tax bill; this provision will survive closing.

179 **(e) Special Assessment Liens:** Certified, confirmed, and ratified special assessment liens as of the Closing Date
180 will be paid by Seller. If a certified, confirmed, and ratified special assessment is payable in installments, Seller will
181 pay all installments due and payable on or before the Closing Date, with any installment for any period extending
182 beyond the Closing Date prorated, and Buyer will assume all installments that become due and payable after the
183 Closing Date. Buyer will be responsible for all assessments of any kind which become due and owing after Closing
184 Date, unless an improvement is substantially completed as of Closing Date. If an improvement is substantially
185 completed as of the Closing Date but has not resulted in a lien before closing, Seller will pay the amount of the last
186 estimate of the assessment. This subsection applies to special assessment liens imposed by a public body and
187 does not apply to condominium association special assessments.

188 **(f) Foreign Investment in Real Property Tax Act (FIRPTA):** If Seller is a "foreign person" as defined by FIRPTA,
189 Seller and Buyer agree to comply with Section 1445 of the Internal Revenue Code. Seller and Buyer will
190 complete, execute, and deliver as directed any instrument, affidavit, or statement reasonably necessary to comply
191 with the FIRPTA requirements, including delivery of their respective federal taxpayer identification numbers or

192* Buyer  and Seller  acknowledge receipt of a copy of this page, which is Page 4 of 8 Pages.

193 Social Security Numbers to the closing agent. If **Buyer** does not pay sufficient cash at closing to meet the
194 withholding requirement, **Seller** will deliver to **Buyer** at closing the additional cash necessary to satisfy the
195 requirement.

196 **10. ESCROW AGENT:** **Seller** and **Buyer** authorize Escrow Agent or Closing Agent (collectively "Agent") to
197 receive, deposit, and hold funds and other property in escrow and, subject to collection, disburse them in accordance
198 with the terms of this Contract. The parties agree that Agent will not be liable to any person for misdelivery of
199 escrowed items to **Seller** or **Buyer**, unless the misdelivery is due to Agent's willful breach of this Contract or gross
200 negligence. If Agent has doubt as to Agent's duties or obligations under this Contract, Agent may, at Agent's option,
201 (a) hold the escrowed items until the parties mutually agree to its disbursement or until a court of competent
202 jurisdiction or arbitrator determines the rights of the parties or (b) deposit the escrowed items with the clerk of
203 the court having jurisdiction over the matter and file an action in interpleader. Upon notifying the parties of such action,
204 Agent will be released from all liability except for the duty to account for items previously delivered out of escrow. If
205 Agent is a licensed real estate broker, Agent will comply with Chapter 475, Florida Statutes. In any suit in which Agent
206 interpleads the escrowed items or is made a party because of acting as Agent hereunder, Agent will recover
207 reasonable attorney's fees and costs incurred, with these amounts to be paid from and out of the escrowed items and
208 charged and awarded as court costs in favor of the prevailing party.

209 **11. CURE PERIOD:** Prior to any claim for default being made, a party will have an opportunity to cure any alleged
210 default. If a party fails to comply with any provision of this Contract, the other party will deliver written notice to the non-
211 complying party specifying the non-compliance. The non-complying party will have _____ days (5 days if left blank) after
212 delivery of such notice to cure the non-compliance. Notice and cure shall not apply to failure to close.

213 **12. RETURN OF DEPOSIT:** Unless otherwise specified in the Contract, in the event any condition of this Contract is
214 not met and **Buyer** has timely given any required notice regarding the condition having not been met, **Buyer's** deposit
215 will be returned in accordance with applicable Florida Laws and regulations.

216 **13. DEFAULT:**

217 (a) In the event the sale is not closed due to any default or failure on the part of **Seller** other than failure to make
218 the title marketable after diligent effort, **Buyer** may either (1) receive a refund of **Buyer's** deposit(s) or (2) seek
219 specific performance. If **Buyer** elects a deposit refund, **Seller** will be liable to Broker for the full amount of the
220 brokerage fee.



221 (b) In the event the sale is not closed due to any default or failure on the part of **Buyer**, **Seller** may either (1) retain
222 all deposit(s) paid or agreed to be paid by **Buyer** as agreed upon liquidated damages, consideration for the
223 execution of this Contract, and in full settlement of any claims, upon which this Contract will terminate or (2) seek
224 specific performance. If **Seller** retains the deposit, **Seller** will pay the Brokers named in Paragraph 20 fifty percent
225 of all forfeited deposits retained by **Seller** (to be split equally among the Brokers) up to the full amount of the
226 brokerage fee. If **Buyer** fails to timely place a deposit as required by this Contract, **Seller** may either (1) terminate
227 the Contract and seek the remedy outlined in this subparagraph or (2) proceed with the Contract without waiving
228 any remedy for **Buyer's** default.

229 **14. ATTORNEY'S FEES AND COSTS:** In any claim or controversy arising out of or relating to this Contract, the
230 prevailing party, which for purposes of this provision will include **Buyer**, **Seller** and Broker, will be awarded reasonable
231 attorneys' fees, costs, and expenses.

232 **15. NOTICES:** All notices will be in writing and may be delivered by mail, overnight courier, personal delivery, or
233 electronic means. Parties agree to send all notices to addresses specified on the signature page(s). Any notice,
234 document, or item given by or delivered to an attorney or real estate licensee (including a transaction broker)
235 representing a party will be as effective as if given by or delivered to that party.

236 **16. DISCLOSURES:**

237 (a) **Commercial Real Estate Sales Commission Lien Act:** The Florida Commercial Real Estate Sales
238 Commission Lien Act provides that a broker has a lien upon the owner's net proceeds from the sale of commercial
239 real estate for any commission earned by the broker under a brokerage agreement. The lien upon the owner's net

240* **Buyer**  and **Seller**  acknowledge receipt of a copy of this page, which is Page 5 of 8 Pages.
11:43AM EST

proceeds is a lien upon personal property which attaches to the owner's net proceeds and does not attach to any interest in real property. This lien right cannot be waived before the commission is earned.

(b) Special Assessment Liens Imposed by Public Body: The Property may be subject to unpaid special assessment lien(s) imposed by a public body. (A public body includes a Community Development District.) Such liens, if any, shall be paid as set forth in Paragraph 9(e).

(c) Radon Gas: Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit.

(d) Energy-Efficiency Rating Information: Buyer acknowledges receipt of the information brochure required by Section 553.996, Florida Statutes.

17. RISK OF LOSS:

(a) If, after the Effective Date and before closing, the Property is damaged by fire or other casualty, Seller will bear the risk of loss and Buyer may cancel this Contract without liability and the deposit(s) will be returned to Buyer. Alternatively, Buyer will have the option of purchasing the Property at the agreed upon purchase price and Seller will credit the deductible, if any and transfer to Buyer at closing any insurance proceeds, or Seller's claim to any insurance proceeds payable for the damage. Seller will cooperate with and assist Buyer in collecting any such proceeds. Seller shall not settle any insurance claim for damage caused by casualty without the consent of the Buyer.

(b) If, after the Effective Date and before closing, any part of the Property is taken in condemnation or under the right of eminent domain, or proceedings for such taking will be pending or threatened, Buyer may cancel this Contract without liability and the deposit(s) will be returned to Buyer. Alternatively, Buyer will have the option of purchasing what is left of the Property at the agreed upon purchase price and Seller will transfer to the Buyer at closing the proceeds of any award, or Seller's claim to any award payable for the taking. Seller will cooperate with and assist Buyer in collecting any such award.



18. ASSIGNABILITY; PERSONS BOUND: This Contract may be assigned to a related entity, and otherwise ☐ is not assignable ☒ is assignable. If this Contract may be assigned, Buyer shall deliver a copy of the assignment agreement to the Seller at least 5 days prior to Closing. The terms "Buyer," "Seller" and "Broker" may be singular or plural. This Contract is binding upon Buyer, Seller and their heirs, personal representatives, successors and assigns (if assignment is permitted).

19. MISCELLANEOUS: The terms of this Contract constitute the entire agreement between Buyer and Seller. Modifications of this Contract will not be binding unless in writing, signed and delivered by the party to be bound. Signatures, initials, documents referenced in this Contract, counterparts and written modifications communicated electronically or on paper will be acceptable for all purposes, including delivery, and will be binding. Handwritten or typewritten terms inserted in or attached to this Contract prevail over preprinted terms. If any provision of this Contract is or becomes invalid or unenforceable, all remaining provisions will continue to be fully effective. This Contract will be construed under Florida law and will not be recorded in any public records.

20. BROKERS: Neither Seller nor Buyer has used the services of, or for any other reason owes compensation to, a licensed real estate Broker other than:

(a) Seller's Broker: Coldwell Banker Schmitt RE Company SL 3168212
(Company Name) (Licensee)
1201 White st, Suite 101 Key West Fl 33040 305-296-7727, 305-294 cbadminkw@cbschmitt.co
(Address, Telephone, Fax, E-mail)

who ☐ is a single agent ☐ is a transaction broker ☒ has no brokerage relationship and who will be compensated by ☒ Seller ☐ Buyer ☐ both parties pursuant to ☐ a listing agreement ☐ other (specify) Commission Agreement

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11:43AM EST

288* **(b) Buyer's Broker:** Coldwell Banker Schmitt RE Company Sean Farrer, P.A.
289 (Company Name) (Licensee)
290* 1201 White St. Suite 101 Key West, FL 33040 305-296-7727, 305-294-0009 cbadminkw@cbschmitt.com
291 (Address, Telephone, Fax, E-mail)

292* who ☐ is a single agent ☒ is a transaction broker ☐ has no brokerage relationship and who will be compensated
293* by ☐ Seller's Broker ☒ Seller ☐ Buyer ☐ both parties pursuant to ☐ an MLS offer of compensation ☐ other (specify)

294*
295 (collectively referred to as "Broker") in connection with any act relating to the Property, including but not limited to
296 inquiries, introductions, consultations, and negotiations resulting in this transaction. **Seller** and **Buyer** agree to
297 indemnify and hold Broker harmless from and against losses, damages, costs and expenses of any kind, including
298 reasonable attorneys' fees at all levels, and from liability to any person, arising from (1) compensation claimed which is
299 inconsistent with the representation in this Paragraph, (2) enforcement action to collect a brokerage fee pursuant to
300 Paragraph 10, (3) any duty accepted by Broker at the request of **Seller** or **Buyer**, which is beyond the scope of
301 services regulated by Chapter 475, Florida Statutes, as amended, or (4) recommendations of or services provided and
302 expenses incurred by any third party whom Broker refers, recommends, or retains for or on behalf of **Seller** or **Buyer**.

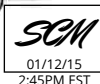
303 **21. OPTIONAL CLAUSES:** (Check if any of the following clauses are applicable and are attached as an addendum to
304 this Contract):

305* <input type="checkbox"/> Arbitration	<input type="checkbox"/> Seller Warranty	<input type="checkbox"/> Existing Mortgage
306* <input type="checkbox"/> Section 1031 Exchange	<input type="checkbox"/> Coastal Construction Control Line	<input type="checkbox"/> Buyer's Attorney Approval
307* <input type="checkbox"/> Property Inspection and Repair	<input type="checkbox"/> Flood Area Hazard Zone	<input type="checkbox"/> Seller's Attorney Approval
308* <input type="checkbox"/> Seller Representations	<input type="checkbox"/> Seller Financing	<input type="checkbox"/> Other _____

309 **22. ADDITIONAL TERMS:**

310* Seller authorizes Buyer to conduct a Phase 1 Study and a Geo Technical study on the lots at Buyers expense.
311* Buyer to notify Seller when these studies are scheduled. Property to be left in the same condition it was
found once these studies are completed. Studies to be completed within inspection period.

312* Buyer to provide copy of any test results to Seller at
313* no cost. *yes*

314* 
01/12/15
2:45PM EST

321 **THIS IS INTENDED TO BE A LEGALLY BINDING CONTRACT. IF NOT FULLY UNDERSTOOD, SEEK THE**
322 **ADVICE OF AN ATTORNEY PRIOR TO SIGNING. BROKER ADVISES BUYER AND SELLER TO VERIFY ALL**
323 **FACTS AND REPRESENTATIONS THAT ARE IMPORTANT TO THEM AND TO CONSULT AN APPROPRIATE**
324 **PROFESSIONAL FOR LEGAL ADVICE (FOR EXAMPLE, INTERPRETING CONTRACTS, DETERMINING THE**
325 **EFFECT OF LAWS ON THE PROPERTY AND TRANSACTION, STATUS OF TITLE, FOREIGN INVESTOR**
326 **REPORTING REQUIREMENTS, ETC.) AND FOR TAX, PROPERTY CONDITION, ENVIRONMENTAL AND OTHER**
327 **ADVICE. BUYER ACKNOWLEDGES THAT BROKER DOES NOT OCCUPY THE PROPERTY AND THAT ALL**
328 **REPRESENTATIONS (ORAL, WRITTEN OR OTHERWISE) BY BROKER ARE BASED ON SELLER**
329 **REPRESENTATIONS OR PUBLIC RECORDS UNLESS BROKER INDICATES PERSONAL VERIFICATION OF**
330 **THE REPRESENTATION. BUYER AGREES TO RELY SOLELY ON SELLER, PROFESSIONAL INSPECTORS**
331 **AND GOVERNMENTAL AGENCIES FOR VERIFICATION OF THE PROPERTY CONDITION, SQUARE FOOTAGE**
332 **AND FACTS THAT MATERIALLY AFFECT PROPERTY VALUE.**

333* Buyer  and Seller  acknowledge receipt of a copy of this page, which is Page 7 of 8 Pages.
11:43AM EST

334 Each person signing this Contract on behalf of a party that is a business entity represents and warrants to the other
 335 party that such signatory has full power and authority to enter into and perform this Contract in accordance with its
 336 terms and each person executing this Contract and other documents on behalf of such party has been duly authorized
 337 to do so.

338* Scott C. Maloney Date: _____
 339

dotloop verified
 01/10/15 11:43AM EST
 D35M-VRY1-R54C-1ABD

340* Scott Maloney Tax ID No: 47-2705446
 341 (Typed or Printed Name of Buyer)

342* Title: Owner Telephone: 305-924-0700

343* _____ Date: _____
 344

345* _____ Tax ID No: _____
 346 (Typed or Printed Name of Buyer)

347* Title: _____ Telephone: _____

348* Buyer's Address for purpose of notice: _____

349* Facsimile: _____ Email: _____

350* Wellington Goddin Date: 1/12/15
 351

352* Wellington Goddin Tax ID No: XXX-XX-2888
 353 (Typed or Printed Name of Seller)

354* Title: _____ Telephone: 803-435-3765

355* Janet S. Goddin Date: 1/12/15
 356


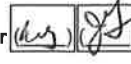
357* Janet S. Goddin Tax ID No: XXX-XX-8771
 358 (Typed or Printed Name of Seller)

359* Title: _____ Telephone: 305-292-1122

360* Seller's Address for purpose of notice: _____

361* Facsimile: _____ Email: _____

The Florida Association of REALTORS® makes no representation as to the legal validity or adequacy of any provision of this form in any specific transaction. This standardized form should not be used in complex transactions or with extensive riders or additions. This form is available for use by the entire real estate industry and is not intended to identify the user as a REALTOR®. REALTOR® is a registered collective membership mark which may be used only by real estate licensees who are members of the NATIONAL ASSOCIATION OF REALTORS® and who subscribe to its Code of Ethics. The copyright laws of the United States (17 U.S. Code) forbid the unauthorized reproduction of this form by any means including facsimile or computerized forms.

362* Buyer  and Seller  acknowledge receipt of a copy of this page, which is Page 8 of 8 Pages.



A. Settlement Statement (HUD-1)

OMB Approval No. 2502-0265

B. Type of Loan			
1. <input type="checkbox"/> FHA	2. <input type="checkbox"/> RHS	3. <input checked="" type="checkbox"/> Conv. Unins.	6. File Number CD-5023
4. <input type="checkbox"/> VA	5. <input type="checkbox"/> Conv. Ins.		7. Loan Number
8. Mortgage Insurance Case Number			
C. Note: This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked "(p.o.c.)" were paid outside the closing; they are shown here for information purposes and are not included in the totals.			
D. Name and Address of Borrower 1100 White Street, LLC, 1100 White Street Key West, FL 33040		E. Name and Address of Seller Wellington Goddin Janet S. Goddin 1109 Grinnell Street Key West, FL 33040	
		F. Name and Address of Lender Centennial Bank PO Box 906 Conway, AR 72033	
G. Property Location 1100 White Street Key West, FL 33040 Monroe		H. Settlement Agent (305-293-9925) THE CLOSING DEPARTMENT, INC. 3432 Duck Avenue, Key West, FL 33040 I. Settlement Date 02/13/15	
J. SUMMARY OF BORROWER'S TRANSACTION:		K. SUMMARY OF SELLER'S TRANSACTION:	
100. GROSS AMOUNT DUE FROM BORROWER		400. GROSS AMOUNT DUE TO SELLER	
101. Contract sales price	540,000.00	401. Contract sales price	540,000.00
102. Personal property		402. Personal property	
103. Settlement charges to borrower (line 1400)	18.50	403.	
104.		404.	
105.		405.	
Adjustments for items paid by seller in advance		Adjustments for items paid by seller in advance	
106. City/town taxes to		406. City/town taxes to	
107. County taxes to		407. County taxes to	
108. Assessments to		408. Assessments to	
109.		409.	
110.		410.	
111.		411.	
112.		412.	
120. GROSS AMOUNT DUE FROM BORROWER	540,018.50	420. GROSS AMOUNT DUE TO SELLER	540,000.00
200. AMOUNTS PAID BY OR IN BEHALF OF BORROWER		500. REDUCTIONS IN AMOUNT TO SELLER	
201. Deposit or earnest money	20,000.00	501. Excess Deposit (see Instructions)	
202. Principal amount of new loan(s)		502. Settlement charges to seller (line 1400)	39,358.28
203. Existing loan(s) taken subject to		503. Existing loans taken subject to	
204.		504. Payoff of first mortgage loan	
205.		505. Payoff of second mortgage loan	
206.		506.	
207.		507.	
208.		508.	
209.		509.	
Adjustments for items unpaid by seller		Adjustments for items unpaid by seller	
210. City/town taxes to		510. City/town taxes to	
211. County taxes 01/01 to 02/13 to	356.32	511. County taxes 01/01 to 02/13 to	356.32
212. Assessments to		512. Assessments to	
213.		513.	
214.		514.	
215.		515.	
216.		516.	
217.		517.	
218.		518.	
219.		519.	
220. TOTAL PAID BY / FOR BORROWER	20,358.32	520. TOTAL REDUCTION AMOUNT DUE SELLER	39,714.60
300. CASH AT SETTLEMENT FROM OR TO BORROWER		600. CASH AT SETTLEMENT TO OR FROM SELLER	
301. Gross amount due from borrower (line 120)	540,018.50	601. Gross amount due to seller (line 420)	540,000.00
302. Less amounts paid by/for borrower (line 220)	20,358.32	602. Less reduction amount due to seller (line 520)	39,714.60
303. CASH FROM BORROWER	519,660.18	603. CASH TO SELLER	500,285.40

IN THE EVENT A RE-PRORATION OF THE TAXES IS NECESSARY WHEN THE TAX BILLS FOR 2014 ARE PREPARED, THE PARTIES AGREE TO HANDLE SAID RE-PRORATIONS BETWEEN THEMSELVES.

L. SETTLEMENT CHARGES:		File Number: CD-6023		
700. Total Real Estate Broker Fees		32,400.00		
Division of commission (line 700) as follows:				
701. \$	32,400.00 to	Coldwell Banker Schmitt Real Estate		
702. \$				
703. Commission paid at Settlement				
704.				32,400.00
705.				
800. Items Payable in Connection with Loan			P.O.C.	
801. Our origination charge	\$	(from GFE#1)		
802. Your credit or charge (points) for the specific interest rate chosen	\$	(from GFE#2)		
803. Your adjusted origination charges	Centennial Bank	(from GFE A)		
804. Appraisal Fee		(from GFE#3)		
805. Credit Report		(from GFE#3)		
806. Tax service	Centennial Bank	(from GFE#3)		
807. Flood certification		(from GFE#3)		
808. Processing Fee	Centennial Bank	(from GFE#3)		
809. Flood Determination	Centennial Bank	(from GFE#3)		
810. Phase 1 Environmental Site Ass	Centennial Bank	(from GFE#3)		
811.				
812.				
813.				
814.				
900. Items Required by Lender to Be Paid in Advance				
901. Daily interest charges	from	to	@ \$ /day	(from GFE#10)
902. Mortgage Insurance Premium	for	to		(from GFE#3)
903. Homeowner's insurance	for	to		(from GFE#11)
904. Windstorm insurance				
905. Flood insurance				
1000. Reserves Deposited with Lender				
1001. Initial deposit for your escrow account			(from GFE#9)	
1002. Hazard insurance	mo. @ \$	per mo. \$		
1003. Mortgage insurance	mo. @ \$	per mo. \$		
1004. City property taxes	mo. @ \$	per mo. \$		
1005. County property taxes	mo. @ \$	per mo. \$		
1006. Annual Assessments	mo. @ \$	per mo. \$		
1007.	mo. @ \$	per mo. \$		
1008.	mo. @ \$	per mo. \$		
1009. Aggregate Adjustment		\$		
1100. Title Charges				
1101. Title services and lender's title insurance			(from GFE#4)	
1102. Settlement or closing fee	THE CLOSING DEPARTMENT, INC.		(from GFE#4)	260.00
1103. Owner's title insurance	THE CLOSING DEPARTMENT, INC.		(from GFE#5)	2,775.00
1104. Lender's title insurance	THE CLOSING DEPARTMENT, INC.			
1105. Lender's title policy limit				
1106. Owner's title policy limit	540,000.00 --- 2,775.00			
1107. Agent's portion of the total title insurance premium	THE CLOSING DEPARTMENT, INC.	\$	1,070.00	
1108. Underwriter's portion of the total title insurance premium		\$	1,705.00	
1109. Endorsements 8.0 Comm., 8.1 EP				
1110. Title Search	THE CLOSING DEPARTMENT, INC.			150.00
1111.				
1112.				
1113.				
1200. Government Recording and Transfer Charges				
1201. Government recording charges			(from GFE#7)	18.50
1202. Deed \$	18.50	Mortgage \$		
1203. Transfer taxes			(from GFE#8)	
1204. City/county tax/stamps	Deed \$	Mortgage \$		
1205. State tax/stamps	Deed \$	3,780.00	Mortgage \$	3,780.00
1206. Intangible Tax	Deed \$	Mortgage \$	(from GFE#8)	
1207.			(from GFE#8)	
1208.			(from GFE#8)	
1300. Additional Settlement Charges				
1301. Required services that you can shop for			(from GFE#6)	
1302.			(from GFE#6)	
1303.				
1304.				
1305.				
1306. Statutory surcharge	Westcor Land Title Insurance Company			3.28
1307.				
1308.				
1400. Total Settlement Charges (enter on lines 183, Section J and 502, Section K)				18.50
				39,368.28

I have carefully reviewed the HUD-1 Settlement Statement and to the best of my knowledge and belief, it is a true and accurate statement of all receipts and disbursements made on my account or by me in the transaction. I further certify that I have received a copy of the HUD-1 Settlement Statement.

1100 White Street, LLC.

Wellington Goddin

Janet S. Goddin

The HUD-1 Settlement Statement which I have prepared is a true and accurate account of this transaction. I have caused or will cause the funds to be disbursed in accordance with this statement.

02/13/15

WARNING: It is a crime to knowingly make false statements to the United States on this or any other similar form. Penalties upon conviction can include a fine or imprisonment. For details see: Title 18 U.S. Code Section 1001 and Section 1010.

Prepared by and return to:
Name THE CLOSING DEPARTMENT, INC.
Address 3432 DUCK AVENUE
KEY WEST, FL. 33040

\$ 540,000.00

Warranty Deed

Wherever used herein, the term "party" shall include the heirs, personal representatives, successors and/or assigns of the respective parties hereto; the use of the singular shall include the plural, and the plural the singular; the use of any gender shall include all genders; and, if used, the term "note" shall include all the notes herein described if more than one

Made this 13th day of February A. D. 2015

Between, **WELLINGTON GODDIN AND JANET S. GODDIN, Husband and Wife,**

Whose address is 1109 Grinnell Street, Key West, FL 33040
the County of Monroe, in the State of Florida, party of the first part, and

1100 WHITE STREET, LLC., A Florida Limited Liability Company

Whose address is 1100 White Street, Key West, FL 33040
the County of Monroe, in the State of Florida, party of the second part,

Witnesseth, that the said party of the first part, for and in consideration of the sum of **TEN AND NO/100 (\$10.00) DOLLARS AND OTHER GOOD AND VALUABLE CONSIDERATION -----** Dollars to him in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, has granted, bargained and sold to the said party of the second part his heirs and assigns forever, the following described land, situate lying and being in the County of Monroe State of Florida, to wit:

On the Island of Key West, known on Wm. A. Whitehead's Map, delineated in February, 1829, as a part of Tract Thirteen (13), but now better known as part of Lots One (1) and Two (2) of Square Two (2) of said Tract Thirteen (13); Commencing at the Southwesterly corner of Virginia and White Streets and running thence along White Street in a Southeasterly direction Sixty-eight (68) feet; thence at right angles in a Southwesterly direction Seventy-six (76) feet; thence at right angles in a Northwesterly direction Sixty-eight (68) feet out to Virginia Street; thence at right angles along Virginia Street in a Northeasterly direction Seventy-six (76) feet to the Point of Beginning.

SUBJECT TO taxes for the year 2015 and subsequent years.

SUBJECT TO easements, restrictions and reservations of record, but this reference thereto shall not operate to reimpose same.

SUBJECT TO Purchase Money Mortgage in favor of Centennial Bank in the original principal amount of \$1,200,000.00, to be filed in the Public Records of Monroe County, Florida.

Parcel Identification Number: 00032670-000000

Alternate Key Number: 1033430

Property Address: 1100, 1102, 1104 White Street, Key West, FL 33040

And the said party of the first part does hereby fully warrant the title to said land, and will defend the same against the lawful claims of all persons whomsoever.

In Witness Whereof, the said party of the first part has hereunto set his hand and seal the day and year first above written.

Signed, Sealed and Delivered in Our Presence:

Witnesses:

#1 Michelle Hunt
Printed Michelle Hunt

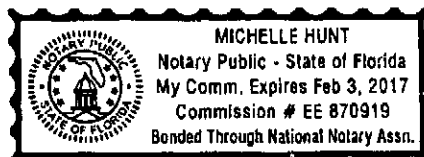
Wellington Goddin
Wellington Goddin

#2 Wendy Gonzalez
Printed Wendy Gonzalez

Janet S. Goddin
Janet S. Goddin

State of Florida
County of Monroe

The foregoing instrument was acknowledged before me this February 11th, 2015, by Wellington Goddin and Janet S. Goddin, who are personally known to me or who have produced Drivers License as identification and who did (did not) take an oath.



Michelle Hunt
NOTARY PUBLIC
SEAL:

State of Florida
County of Monroe

Affidavit of No Lien

Before Me the Undersigned Authority, an officer duly authorized to administer oaths and take acknowledgment, personally appeared, **Wellington Goddin and Janet S. Goddin**, who upon first being duly sworn, deposes and says: That deponent is the fee simple owner and in present, undisturbed and peaceful possession of the following described property, to-wit:

On the Island of Key West, known on Wm. A. Whitehead's Map, delineated in February, 1829, as a part of Tract Thirteen (13), but now better known as part of Lots One (1) and Two (2) of Square Two (2) of said Tract Thirteen (13); Commencing at the Southwesterly corner of Virginia and White Streets and running thence along White Street in a Southeasterly direction Sixty-eight (68) feet; thence at right angles in a Southwesterly direction Seventy-six (76) feet; thence at right angles in a Northwesterly direction Sixty-eight (68) feet out to Virginia Street; thence at right angles along Virginia Street in a Northeasterly direction Seventy-six (76) feet to the Point of Beginning.

The undersigned not being a nonresident alien(s) for purposes of U.S. taxation, with a U.S. Taxpayer I.D. number (social security) being Y 223-24-2888 and 9228-64-8771 with a home address of **1109 Grinnell Street, Key West, FL 33040** understands that this certification may be disclosed to the I.R.S. in compliance with the U.S. Foreign Investment in Real Property Tax Act, by transferee and any falsification could be punished by fine and/or imprisonment and UNDER PENALTY OF PERJURY. I (We) declare that the above has been examined and is true, correct, and complete to the best of our knowledge and belief.

That there are no mechanics', laborers' or material men's liens against said premises, and that there are no claims for labor or materials furnished for constructing, repairing or improving the same which remain unpaid, and that there are no persons whomsoever who are in a position to file a notice of mechanic's or material men's liens against the property. **THIS INCLUDES CODE ENFORCEMENT VIOLATIONS.**

That there are no recorded or unrecorded leases, options, agreements, contracts of sale, deeds, or mortgages, outstanding unpaid mortgage payments, executed by deponent or any previous owner, encumbering or adversely affecting the title to said property, or the personal property located on or in the improvements thereon except those liens contained in the title insurance commitment.

That there are no judgments, decrees, recognizances, lis pendens, mechanics' or other liens, or transcripts of judgments recorded or filed in said county or in any county or court, state or national, or filed in the office of the clerk of any county or court in the state, or any bankruptcy proceeding or pending suits or unpaid Florida Revenue Taxes which might result in a judgment affecting the title to the premises hereinabove mentioned.

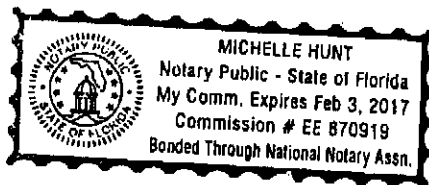
THE CLOSING DEPARTMENT, ACCEPTS NO LIABILITY FOR ANY OF THE FOLLOWING INCOMPLETE OR INCORRECT INFORMATION OR ADJUSTMENTS ARISING FROM SAID INFORMATION GIVEN TO THEM (HIM) (HER) FROM THE FOLLOWING SOURCES: Mortgagee's estoppel or payoff information; Monroe County Tax Collector's Office as to property taxes, personal property taxes, waste taxes, mobile home title transfers, homestead status; Municipal Service District as to county waste and waste liens; City of Key West as to city waste and sewer charges or liens; Key West Resort Utility Co. and Key Haven Utility Co. as to sewer or utility charges; Any and All special assessments levied by the city or county; Any and All Condominium Associations; Any and All sources upon whom we may be dependent for information to complete a real estate transaction. If the information provided by the above parties is incorrect any adjustments are to be made between the Seller and Buyer outside of the closing.

That this Affidavit is made for the purpose of inducing 1100 White Street, LLC., Westcor Land Title Insurance Company and The Closing Department, Inc. to consummate the purchase of the aforementioned premises.

Wellington Goddin
Wellington Goddin

Janet S. Goddin
Janet S. Goddin

The foregoing instrument was acknowledged before me this 11th day of February, 2015 by Wellington Goddin and Janet S. Goddin, who are personally known to me or who have produced Drivers License as identification and who did/did not take an oath.



Michelle Hunt
NOTARY PUBLIC
STAMP OR SEAL:

CD-5023/1100 White Street, Key West, FL 33040

On the Island of Key West, known on Wm. A. Whitehead's Map, delineated in February, 1829, as a part of Tract Thirteen (13), but now better known as part of Lots One (1) and Two (2) of Square Two (2) of said Tract Thirteen (13); Commencing at the Southwesterly corner of Virginia and White Streets and running thence along White Street in a Southeasterly direction Sixty-eight (68) feet; thence at right angles in a Southwesterly direction Seventy-six (76) feet; thence at right angles in a Northwesterly direction Sixty-eight (68) feet out to Virginia Street; thence at right angles along Virginia Street in a Northeasterly direction Seventy-six (76) feet to the Point of Beginning.

Non-Foreign Certification By Individual Transferor
(Seller's FIRPTA Affidavit)

Transferor: Wellington Goddin and Janet S. Goddin
Transferee: 1100 White Street, LLC., A Florida Limited Liability Company
Property: 1100, 1102, 1104 White Street, Key West, FL 33040
Closing Date: February 13, 2015

Before me, the undersigned authority, personally appeared the person(s) named in paragraph 2(b) below who, after being duly sworn, stated as follows:

1. This certificate is to inform the transferee that withholding Federal Income Tax is not required, upon the sale of the following described property:

SEE ATTACHED LEGAL DESCRIPTION

2. The undersigned Transferor certifies and declares as follows:
 - a. I am not a foreign person for purposes of United States income taxation, and am not subject to the tax withholding requirements of Section 1954, as amended.
 - b. My United States taxpayer identification or Social Security number is: 223-24-2888 and 228-64-8771
 - c. My home address is: 1109 Grinnell Street, Key West, FL 33040
 - d. There are no other persons who have an ownership interest in the above described property other than those persons listed in paragraph 2(b) above.
3. The undersigned hereby further certifies and declares:
 - a. I understand the purchaser of the described property intends to rely on the foregoing representations in connection with the United States Foreign Investment in Real Property Tax Act. (FIRPTA).
 - b. I understand this certification may be disclosed to the Internal Revenue Service by the transferee and that any false statements contained in this certification may be punished by fine, imprisonment or both.

Under penalties of perjury, I state that this declaration was carefully read and is true and correct.

Wellington Goddin
Wellington Goddin

Janet S. Goddin
Janet S. Goddin

State of Florida
County of Monroe

The foregoing instrument was sworn to and subscribed before me this 11th day of February, 2015
by Wellington Goddin and Janet S. Goddin, who are personally know or who have produced
Drivers License as identification.



Michelle Hunt
Notary Public
Michelle Hunt
Printed Name



Monroe County, FL

Summary

Parcel ID 00032670-000000
Account # 1033430
Millage Group 10KW
Location 1100 WHITE ST, KEY WEST
Address
Legal Description KW GWYNN SUB 0-195 PT LOTS 1-2 SQR 2 TR 13 G50-444/45 OR561-461 OR1709-178 OR2402-749/50 OR2725-2366/67
 (Note: Not to be used on legal documents)
Neighborhood 32080
Property Class COMMERCIAL (1000)
Subdivision
Sec/Twp/Rng 05/68/25
Affordable Housing No



Owner

1100 WHITE STREET LLC
 3121 BRIDGE AVE
 CLEVELAND OH 44113-3068

Valuation

	2016	2015	2014	2013
+ Market Improvement Value	\$0	\$0	\$0	\$0
+ Market Misc Value	\$0	\$0	\$0	\$0
+ Market Land Value	\$343,517	\$303,103	\$303,103	\$303,103
= Just Market Value	\$343,517	\$303,103	\$303,103	\$303,103
= Total Assessed Value	\$343,517	\$303,103	\$303,103	\$303,103
- School Exempt Value	\$0	\$0	\$0	\$0
= School Taxable Value	\$343,517	\$303,103	\$303,103	\$303,103

Land

Land Use	Number of Units	Unit Type	Frontage	Depth
COMMERCIAL DRY (100D)	5,168.00	Square Foot	68	76

Sales

Sale Date	Sale Price	Instrument	Instrument Number	Deed Book	Deed Page	Sale Qualification	Vacant or Improved
2/11/2015	\$540,000	Warranty Deed		2725	2366	37 - Unqualified	Vacant
3/2/2009	\$390,000	Warranty Deed		2402	749	01 - Qualified	Vacant
6/29/2001	\$515,000	Warranty Deed		1709	0178	Q - Qualified	Improved
2/1/1973	\$40,000	Conversion Code		561	461	Q - Qualified	Improved

Permits

Number	Date Issued	Date Completed	Amount	Permit Type	Notes
15-4418	2/10/2016		\$600,000	Commercial	RECONSTRUCTION OF INVOLUNTARILY DESTROYED BUILDING
16-0069	2/9/2016		\$50,000	Commercial	INSTALL NEW WIRING IN FOUR NEW COMMERCIAL UNITS. NEW SERVICE, LIGHTING AND OUTLETS.
16-0070	2/9/2016		\$39,000	Commercial	INSTALL 2-5TON MINI SPLIT UNITS AND 2 SUPPLY/EXHAUST VENTILATORS
09-3420	10/8/2009	10/8/2009	\$1,500		499sf SANDBOX WITH 7 6x6 POSTS
08-4021	10/29/2008	10/29/2008	\$2,130		DEMO PERMIT-REMOVAL OF ALL ELECTRIC FIXTURES MAKE SAFE FOR DEMO
08-4023	10/29/2008	10/29/2008	\$17,500		DEMO OF 3 UNIT COMMERCIAL STRUCTURE
07-1477	3/27/2007		\$2,500	Commercial	EXCAVATE 40'x4" CAST IRON AND REPLACE PVC PIPING
05-3487	9/1/2005	12/20/2005	\$1,950	Commercial	REPAIR DAMAGED CONCRETE
04-1205	4/15/2004	11/18/2004	\$5,000	Commercial	R&R STUCCO W/ SMOOTH
01-3227	10/2/2001	10/25/2001	\$8,500	Commercial	ATF INTERIOR RENOV
01-2881	8/20/2001	10/25/2001	\$450	Commercial	ELECTRICAL
01-2616	7/24/2001	10/25/2001	\$4,300	Commercial	INTERIOR RENOVATIONS
01-0591	2/6/2001	10/25/2001	\$9,985	Commercial	EXTERIOR REPAIRS
99-2608	7/28/1999	9/23/1999	\$46,360	Commercial	TOTAL RENOVATION /FIRE DA
99-2541	7/20/1999	12/27/1999	\$6,600	Commercial	REPAIR FIRE DAMAGE
99-1020	3/23/1999	12/27/1999	\$7,000	Commercial	NEW ROOF

Number ⬆	Date Issued ⬆	Date Completed ⬆	Amount ⬆	Permit Type ⬆	Notes ⬆
98-2842	9/21/1998	12/31/1998	\$10,000	Commercial	40 SQUARES ROOFING
96-1255	3/1/1996	8/1/1996	\$3,500	Commercial	MECHANICAL
96-1404	3/1/1996	8/1/1996	\$450	Commercial	ELECTRIC
B95-1377	4/1/1995	7/1/1995	\$250	Commercial	REPAIRS
A94-1408	5/1/1994	11/1/1994	\$650	Commercial	CHAIN LINK FENCE

Photos



No data available for the following modules: Buildings, Commercial Buildings, Mobile Home Buildings, Yard Items, Exemptions, Sketches (click to enlarge).

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

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