

LISA R. BIRRELL
ANDREW G. BIRRELL
3608 SUNRISE DR.
KEY WEST, FL 33040

1173

84-7041/2652

6-13-17

Date

Pay to the
Order of

City of Key West

twenty one hundred fifty dollar and

\$ 2150.00

Dollars



Photo
Safe
Deposit™
Details on back

IBERIABANK

For app Transient Transfer

Classic
CHECKING

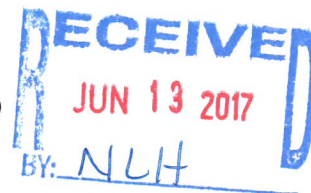
ABirrell

265270413

12102159205 1173

Trans date: 7/12/17 Time: 12:09:48
CK CHECK 1173
\$2150.00
\$2150.00
PLANNING & ZONING
2000005
2017
Date: 7/12/17 57
Receipt no: 21783
Type: BP
Drawn: 1

City of Key West Planning Department
P.O. Box 1409, Key West, FL 33041-1409
(305) 809-3720



Application for Transfer of Transient Units and / or Licenses

Please complete this application in its entirety accompanied by a check for **\$2,000.00** made out to the City of Key West. There are also **separate fees of \$50.00** for Fire Department Review and Advertising and Noticing fee of **\$100.00**. **Deliver the original and 2 signed & sealed surveys and site plans** to the Planning Department at 3140 Flagler Avenue. It is suggested that a pre-application discussion be scheduled as well as an appointment to deliver the application. Due to the complexity and individuality of each transaction, the Planning Department may need additional information prior to processing.

This application is for a transaction involving a transfer from one location (sender site) to another (receiver site). If there is an additional site at either end of the transfer process, this requires another application.

The owner(s) of both the sender site and receiver site are the applicants and must sign the application. Corporations and partnerships must sign as legally required. If another person is acting as the agent or authorized representative of the owner, supporting documentation must be provided as indicated.

The application process for a Transient Transfer is:
Development Review Committee (DRC)
Planning Board

A. Fill in the following information.

Sender Site

Address of Site

UNAssigned from Hyatt

RE# see Resolution

Name(s) of Owner(s):

Maximus Properties LLC

Purchased from Hyatt Rogos/Trans

Name of Agent or Person to Contact:

Andy Birrell

Address: 3608 Sunrise Dr.

Key West FL

Telephone 305 923 5753

Email Andy@Keysrealestate.com

Receiver Site

Address of Site

143 Simon St

RE# 9103720

Name(s) of Owner(s):

Wally World Properties LLC

Warren Dedrick MA

Name of Agent or Person to Contact:

Andy Birrell

Address: 3608 Sunrise Dr.

Key West FL 33040

Telephone 305-923-5753

Email Andy@Keysrealestate.com

REQUIRED ATTACHMENTS

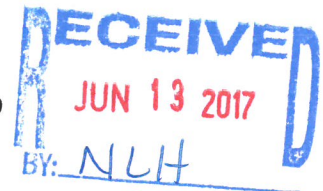
Sender Site

1. Current survey *Hyatt unassigned*
2. Current floor plans ✓
3. Copies of current occupational license(s) for transient rental use
OR Letter from City Licensing Official verifying number of licenses and date
4. Copy of last recorded deed to show ownership as listed on application
5. If property is mortgaged, a letter from the mortgagee consenting to the transfer of the transient licenses and the proposed disposition of the property
6. Proposed site plan if changed for future use
7. Proposed floor plans if changed for future use
8. Detailed description of how use of transient rental units will be extinguished.
9. Other _____

Receiver Site

1. Current survey ✓
 2. Current floor plans ✓
 3. Copies of current occupational license(s). ✓
 4. Copy of last recorded deed to show ownership as listed on application ✓
 5. If there is a homeowner's or condominium association, provide proof of the association's approval of the transfer. (This approval must be by a majority vote as defined by the governing documents of the association.)
 6. Proposed site plan if changed for future use –
 7. Proposed floor plans if changed for future use –
 8. Other _____
- ~ **NOTE:** *The above items constitute one complete application package. Two signed & sealed surveys and site plans are required ~*

City of Key West Planning Department
P. O. Box 1409, Key West, FL 33041-1409
(305) 809-3720



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The application process for a Transient Transfer is:
Development Review Committee (DRC)
Planning Board

A. Fill in the following information.

Sender Site

Receiver Site

Address of Site

UNAssigned from Hyatt

Address of Site

143 SIMON ST

RE# see Resolution

RE# 9103720

Name(s) of Owner(s):

Maximus Properties LLC

Name(s) of Owner(s):

Wally World Properties LLC

Purchased from Hyatt Rogos/Traus

Warren Dedrick MA

Name of Agent or Person to Contact:

Andy Birrell

Name of Agent or Person to Contact:

Andy Birrell

Address: 3608 Sunrise Dr.

Key West FL

Address: 3608 Sunrise Dr.

Key West FL 33040

Telephone 305 923 5753

Telephone 305-923-5753

Email Andy@Keysrealestate.com

Email Andy@Keysrealestate.com

For Sender Site:

"Local name" of property UNassigned Hyatt Zoning district

Legal description See Resolution + staff
Report

Current use:

Number of existing transient units:

Size of site 3000 sq ft Number of existing city transient rental licenses:

What is being removed from the sender site?

What are your plans for the sender site?

For Receiver Site:

"Local name" of property Old Town Villas Zoning district HRCC-1

Legal description Unit 143 Simonton St. - Old Town Villas at KW
or 2721-1202/09 or 2773-709/806 (Dec/cov)

Current use Rental

Size of site: 2595 sq ft Number of existing city transient rental licenses: 0

Number of existing transient and/or residential units:

Existing non-residential floor area 620

What will be transferred to the receiver site? 1 Rogo and 1 Transient License

What are your plans for the receiver site? Vacation Rentals

Sender Site: Current Owner Information

FOR INDIVIDUALS

1. NAME _____ 2. NAME _____
ADDRESS _____ ADDRESS _____
TELEPHONE(1) _____ TELEPHONE(1) _____
(2) _____ (2) _____
FAX _____ FAX _____

FOR CORPORATIONS

A. CORPORATE NAME Maximus Properties LLC
B. STATE/COUNTRY OF INCORPORATION FL. Monroe
C. REGISTERED TO DO BUSINESS IN THE STATE OF FLORIDA ☒ YES ☐ NO
D. NAMES OF OFFICERS AND DESIGNATIONS
Warren Dedrick Andy Birrell agent
David Lightweis

FOR PARTNERSHIPS

A. NAME OF PARTNERSHIP: _____
B. STATE OF REGISTRATION: _____
C. GENERAL PARTNER WITH AUTHORITY TO BIND PARTNERSHIP: _____

FOR CORPORATIONS AND PARTNERSHIPS

NAME AND ADDRESS OF PERSON "IN HOUSE" TO CONTACT:
Andy Birrell 3608 Sunrise Dr. Kw 71.

TELEPHONE(S) 305-923-5753 FAX 305 359 9216

Receiver Site: Current Owner Information

FOR INDIVIDUALS

1. NAME _____ 2. NAME _____
ADDRESS _____ ADDRESS _____
TELEPHONE(1) _____ TELEPHONE(1) _____
(2) _____ (2) _____
FAX _____ FAX _____

FOR CORPORATIONS

A. CORPORATE NAME Wally World Properties LLC
B. STATE/COUNTRY OF INCORPORATION FL Monroe
C. REGISTERED TO DO BUSINESS IN THE STATE OF FLORIDA ☒ YES ☐ NO
D. NAMES OF OFFICERS AND DESIGNATIONS

Warren Dedrick _____
Brenda Dedrick _____

FOR PARTNERSHIPS

A. NAME OF PARTNERSHIP: _____
B. STATE OF REGISTRATION: _____
C. GENERAL PARTNER WITH AUTHORITY TO BIND PARTNERSHIP: _____

FOR CORPORATIONS AND PARTNERSHIPS

NAME AND ADDRESS OF PERSON "IN HOUSE" TO CONTACT:

Andy Birrell 3608 Sunrise Dr KW, FL
TELEPHONE(S) 305 923 5753 FAX 305 359 9216

Prepared by and return to:
Cherrie Goudreau, Esq.

Becker & Poliakoff, P.A.
1 East Broward Boulevard Suite 1800
Fort Lauderdale, FL 33301
954-987-7550
File Number: 383001

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Survey Affidavit **(Buyer)**

Before me, the undersigned authority, duly authorized to take acknowledgments and administer oaths, personally appeared the undersigned ("Affiant"), who, after being by me first duly sworn, depose(s) and say(s) that:

1. **Warren W. Dedrick as Manager of Wally World Properties LLC**, a Florida limited liability company ("Buyer"), is purchasing the following described property from **Brytrex, LLC**, a Florida limited liability company ("Seller"), to wit:

Unit 143, Old Town Villas at Key West, according to the Declaration of Covenants, Restrictions and Easements recorded in O.R. Book 2773, Page 709, Public Records of Monroe County, Florida, described as follows:

In the City of Key West, Monroe County, Florida, and known as part of Lot 4 of Square 5, according to the Map or Plan of said City of Key West, delineated by William A. Whitehead in February, A.D. 1829 and being a portion of lands described in Official Records Book 2721, Pages 1202-1209 of the Public Records of Monroe County, Florida and being more particularly described as follows:

Commence at the Intersection of the Northwestern Right of Way line of Greene Street and the Northeastly Right of Way line of Simonton Street, said point also being the Southwesterly corner of lands described in Official Records Book 2721, Pages 1202-1209 of the Public Records of Monroe County, Florida; thence N33°56'35"W along said Northeastly Right of Way line of Simonton Street for a distance of 8.33 feet to the Point of Beginning. Thence continue N33°56'35"W along said Northeastly Right of Way line of Simonton Street for a distance of 26.84 feet; thence departing said Northeastly Right of Way line N56°03'25"E parallel with the Northwestern Right of Way line of Greene Street for a distance of 57.83 feet; thence S33°56'35"E parallel with said Northeastly Right of Way line for a distance of 26.84 feet; thence S56°03'25"W parallel with said Northwestern Right of Way line for a distance of 57.83 feet back to the Point of Beginning.

Parcel Identification Number: 00000240-000143

2. Affiant has reviewed a copy of the survey prepared by **Reece & Associates**, under Number 17050211D, and has been advised of the encroachments contained therein, if any.
3. Buyer hereby holds **Becker & Poliakoff, P.A.**, and **Old Republic National Title Insurance Company** harmless and fully indemnifies same (including but not limited to attorneys' fees, whether suit be brought or not, and at trial and all appellate levels, and court costs and other litigation expenses) with respect to the matters set forth herein. "Affiant", "Seller" and "Buyer" include singular or plural as context so requires or admits. Buyer is familiar with the nature of an oath and with the penalties as provided by the laws of the United States and the State of Florida for falsely swearing to statements made in an instrument of this nature. Buyer has read, or heard read, the full facts of this Affidavit and
understand its contents.

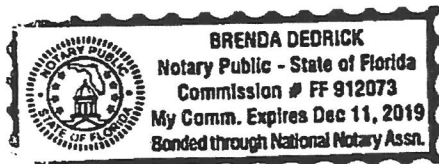
Under penalties of perjury, I declare that I have read the foregoing Affidavit and that the facts stated in it are true.

Wally World Properties LLC, a Florida limited liability company

By: [Signature]
Warren W Dedrick, Manager

State of Florida
County of Monroe

The foregoing instrument was sworn and subscribed before me this 7 of June, 2017 by Warren W. Dedrick, Manager of Wally World Properties LLC, a Florida limited liability company who is [X personally known to me or [] has produced a driver's license as identification.



Brenda Dedrick
Notary Public

MAP OF BOUNDARY SURVEY

UNIT 143 SIMONTON ST - OLD TOWN VILLAS AT KEY WEST

A PART OF LOT 4, SQUARE 5

WILLIAM A. WHITEHEAD MAP OR PLAN OF THE CITY OF KEY WEST
AND BEING A PORTION OF LANDS IN OFFICIAL RECORDS BOOK 2721, PAGES 1202-1209
KEY WEST, MONROE COUNTY, FLORIDA

BEARING BASE:
N33°55'35"W ALONG THE
NORTHEASTERLY LINE OF SIMONTON
STREET (LEGAL)

ALL ANGLES DEPICTED
ARE 90 DEGREES UNLESS
OTHERWISE INDICATED

ADDRESS:
143 SIMONTON STREET
KEY WEST, FLORIDA 33040

THE FOLLOWING IS A LIST OF
ABBREVIATIONS THAT MAY BE
FOUND ON THIS SHEET.

- C = CALCULATED
- CL = CENTERLINE
- CM = CONCRETE MONUMENT
- CONC. = CONCRETE
- D = DEED
- DELTA = DELTA ANGLE
- EB = ELECTRIC BOX
- EL = ELEVATION
- EM = ELECTRIC METER
- FH = FIRE HYDRANT
- FI = FENCE INSIDE
- FO = FENCE OUTSIDE
- FOL = FENCE ON LINE
- GL = GROUND LEVEL
- GW = GUY WIRE
- IP = IRON PIPE
- IR = IRON ROD
- LE = LOWER ENCLOSURE
- LP = LIGHT POLE
- LS = LANDSCAPING
- M = MEASURED
- NTB = NOT TO SCALE
- ORW = OVERHEAD WIRES
- ORB = OFFICIAL RECORDS BOOK
- P = PLAT
- PCP = PERMANENT CONTROL POINT
- PI = POINT OF INTERSECTION
- PB = POINT OF BEGINNING
- PRM = PERMANENT REFERENCE MONUMENT
- PT = POINT OF TANGENT
- ROL = ROOF OVERHANG LINE
- RNV = RIGHT OF WAY
- SCO = SANITARY CLEAN-OUT
- SMH = SANITARY MANHOLE
- SV = SEWER VALVE
- UPC = CONCRETE UTILITY POLE
- UPM = METAL UTILITY POLE
- UPW = WOOD UTILITY POLE
- WD = WOOD DECK
- WM = WATER METER
- WV = WATER VALVE

○ INDICATES SET NAIL AND DISC
STAMPED LB 7848 (NOTE THE
EASTERLY PROPERTY
CORNERS WHERE NOT SET
PER REQUEST OF SITE
SUPERINTENDENT)



CERTIFIED TO:
Wally World Properties, LLC, a Florida limited liability
company
Becker & Pollakoff, P.A.
Old Republic National Title Insurance Company

NEWLY AUTHORIZED BY THE UNDERSIGNED:

In the City of Key West, Monroe County, Florida, and known as part of Lot 4 of
Square 5, according to the Map or Plan of said City of Key West, delineated by
William A. Whitehead in February, A.D. 1829 and being a portion of lands
described in Official Records Book 2721, Pages 1202-1209 of the Public
Records of Monroe County, Florida and being more particularly described as
follows:

Commence at the Intersection of the Northwestery Right of Way line of Greene
Street and the Northeastery Right of Way line of Simonton Street, said point
also being the Southwestery corner of lands described in Official Records Book
2721, Pages 1202-1209 of the Public Records of Monroe County, Florida;
thence N33°55'35"W along said Northeastery Right of Way line of Simonton
Street for a distance of 6.33 feet to the Point of Beginning;
thence continue N33°55'35"W along said Northeastery Right of Way line of
Simonton Street for a distance of 28.84 feet; thence departing said
Northeastery Right of Way line N56°03'25"E parallel with the Northwestery
Right of Way line of Greene Street for a distance of 57.83 feet; thence
S33°56'35"E parallel with said Northeastery Right of Way line for a distance of
28.84 feet; thence S56°03'25"W parallel with said Northwestery Right of Way
line for a distance of 57.83 feet back to the Point of Beginning. Land described
herein contains 1,552 square feet, more or less.

SCALE: 1"=20'

FIELD WORK DATE: 05/17/17

REVISION DATE: --

SHEET: 1 OF 1

DRAWN BY: GF

CHECKED BY: RER

INVOICE #: 17050211D

NOTES:

- 1.) THIS SURVEY WAS PERFORMED FOR THE SOLE AND EXCLUSIVE BENEFIT OF THE PARTIES LISTED
HEREIN AND SHALL NOT BE RELIED UPON BY ANY OTHER ENTITY OR INDIVIDUAL WHOSE OVER-
LAP, UNLESS, ANY REUSE OF THIS SURVEY FOR ANY PURPOSE OTHER THAN WHICH WAS ORIGINALLY
INTENDED, WITHOUT THE WRITTEN PERMISSION OF THE UNDERSIGNED SURVEYOR & MAPPER, WILL BE
DONE SO AT THE RISK OF THE REUSING PARTY AND WITHOUT ANY LIABILITY TO THE UNDERSIGNED
SURVEYOR & MAPPER.
- 2.) LEGAL DESCRIPTIONS HAVE BEEN FURNISHED BY THE CLIENT OR HIS/HER REPRESENTATIVE.
PUBLIC RECORDS HAVE NOT BEEN RESEARCHED BY THE SURVEYOR TO DETERMINE THE ACCURACY
OF THESE DESCRIPTIONS NOR HAVE ADJOINING PROPERTIES BEEN RESEARCHED TO DETERMINE
OVERLAP OR HAZARD.
- 3.) THIS SURVEY DOES NOT PURPORT TO SHOW OWNERSHIP OF WALLS OR FENCES ALONG PROPERTY
LINES.
- 4.) ADDITIONS OR DELETIONS TO THIS SURVEY MAP BY OTHER THAN THE SIGNING PARTY OR PARTIES
IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.
- 5.) FOUNDATIONS BENEATH THE SURFACE ARE NOT SHOWN UNLESS MEASURED DIMENSIONS EQUAL PLATTED
OR DESCRIBED DIMENSIONS UNLESS INDICATED OTHERWISE.

I HEREBY CERTIFY THAT THIS SURVEY WAS MADE UNDER MY RESPONSIBLE CHARGE
AND MEETS THE STANDARDS OF PRACTICE AS SET FORTH BY THE FLORIDA BOARD
OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 64-17, FLORIDA
ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.07, FLORIDA STATUTES. THIS
SURVEY, WHEN SCHEDULE B HAS BEEN PROVIDED MEETS THE PROVISIONS OF
FLORIDA ENDORSEMENT FORM 8, SUBPARAGRAPH 1 (B) (1) (SETBACKS),
1 (B) (3) (ENCROACHMENTS), & 1 (B) (4) (EASEMENTS).
SCHEDULE "B" HAS NOT BEEN PROVIDED.

SIGNED:
ROBERT E. REECE, PSM 3532, PROFESSIONAL SURVEYOR AND MAPPER

NOT VALID WITHOUT THE
SIGNATURE AND THE
ORIGINAL RASED
SEAL OF A FLORIDA
SURVEYOR AND MAPPER

REECE & ASSOCIATES

PROFESSIONAL SURVEYOR AND MAPPER, LB 7848

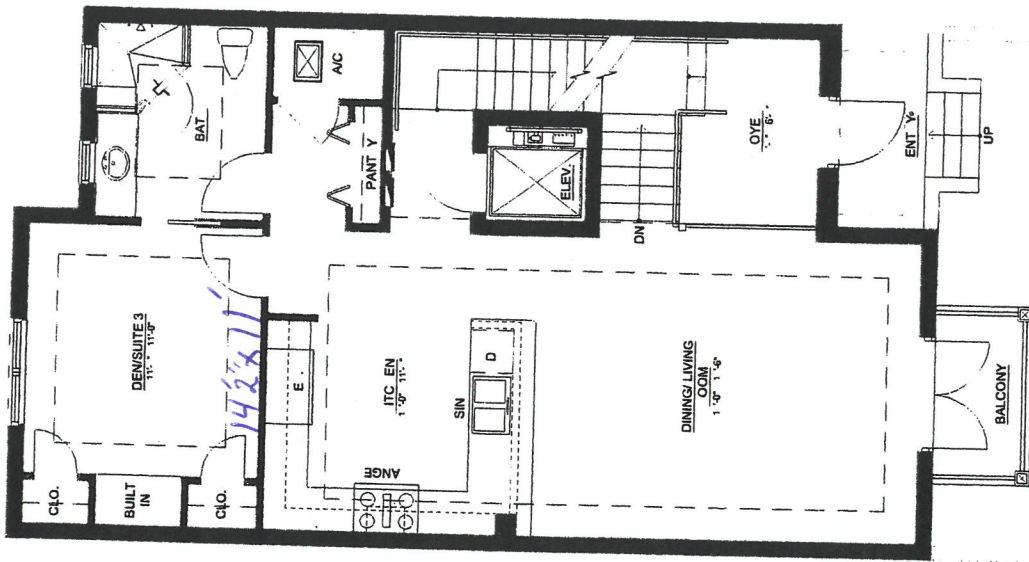
127 INDUSTRIAL ROAD, BIG PINE KEY, FL 33043

OFFICE (305) 872-1348

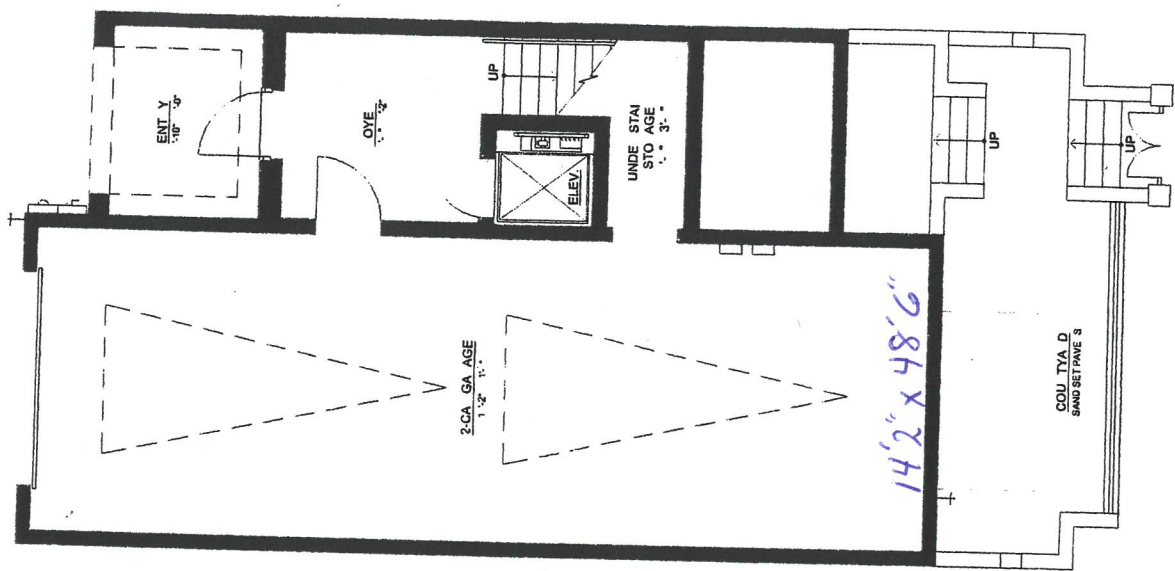
FAX (305) 872-5622

LOCATION
MAP - NTS

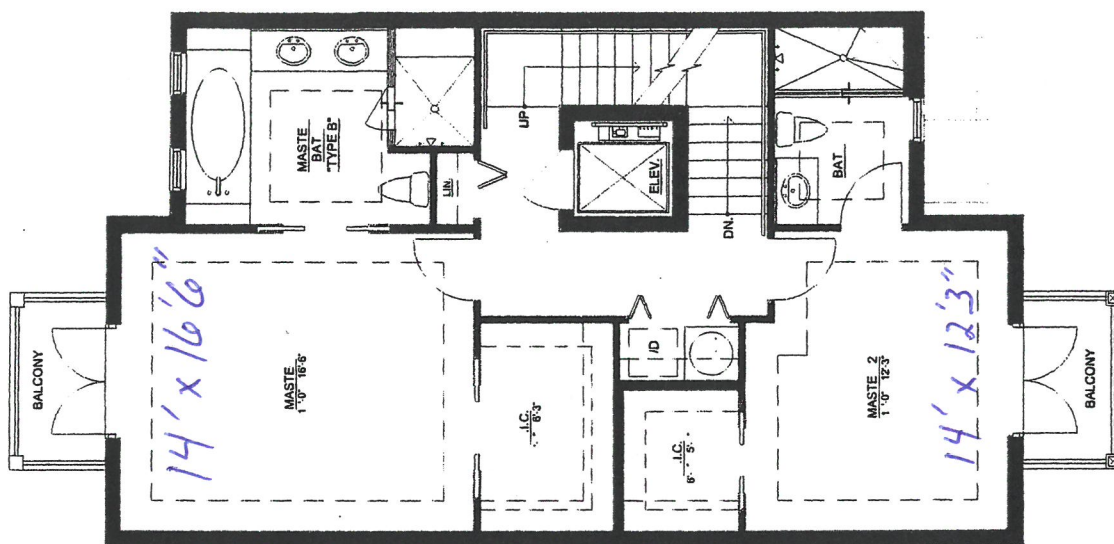




2 UNIT T1: LEVEL 1 PLAN INTE IO UNIT
SCALE: 1/4" = 1'-0"



1 UNIT T1: GA AGE LEVEL PLAN INTE IO UNIT
SCALE: 1/4" = 1'-0"



1 UNIT T1: LEVEL 2 PLAN INTE IO UNIT
SCALE: 1/4" = 1'-0"



2 UNIT T1: LEVEL 3 PLAN INTE IO UNIT
SCALE: 1/4" = 1'-0"



Summary

Parcel ID 00000240-000143
Account # 9103720
Property ID 9103720
Millage Group 12KW
Location Address 143 SIMONTON ST , KEY WEST
Legal Description UNIT 143 SIMONTON ST - OLD TOWN VILLAS AT KEY WEST OR2721-1202/09 OR2773-709/806(DEC/COV)
 (Note: Not to be used on legal documents)
Neighborhood 6049
Property Class VACANT RES (0000)
Subdivision
Sec/Twp/Rng 06/68/25
Affordable Housing No

Owner

BRYTREX LLC
 8405 GREENSBORO DR STE P130
 MCLEAN VA 22102-5105

Valuation

	2016
+ Market Improvement Value	\$0
+ Market Misc Value	\$0
+ Market Land Value	\$310,400
= Just Market Value	\$310,400
= Total Assessed Value	\$310,400
- School Exempt Value	\$0
= School Taxable Value	\$310,400

Land

Land Use	Number of Units	Unit Type	Frontage	Depth
RESIDENTIAL DRY (010D)	1,552.00	Square Foot	26.84	57.83

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

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

Last Data Upload: 6/12/2017 1:34:41 AM



Developed by
 The Schneider
 Corporation

Prepared by and return to:
Cherrie Goudreau, Esq.
Becker & Pollakoff, P.A.
1 East Broward Boulevard Suite 1800
Fort Lauderdale, FL 33301
954-987-7550
File Number: 383001
Will Call No.:

[Space Above This Line For Recording Data]

Special Warranty Deed

This Special Warranty Deed made this 8th day of June, 2017 between Brytrex, LLC, a Florida limited liability company whose post office address is 8405 Greensboro Dr., Suite P-130, Mc Lean, VA 22102, grantor, and Wally World Properties, LLC, a Florida limited liability company whose post office address is 727 Washington Street, Key West, Florida 33040, grantee

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

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

Unit 143, Old Town Villas at Key West, according to the Declaration of Covenants, Restrictions and Easements recorded in O.R. Book 2773, Page 709, Public Records of Monroe County, Florida, described as follows:

In the City of Key West, Monroe County, Florida, and known as part of Lot 4 of Square 5, according to the Map or Plan of said City of Key West, delineated by William A. Whitehead in February, A.D. 1829 and being a portion of lands described in Official Records Book 2721, Pages 1202-1209 of the Public Records of Monroe County, Florida and being more particularly described as follows:

Commence at the Intersection of the Northwestern Right of Way line of Greene Street and the Northeasterly Right of Way line of Simonton Street, said point also being the Southwesterly corner of lands described in Official Records Book 2721, Pages 1202-1209 of the Public Records of Monroe County, Florida; thence N33°56'35"W along said Northeasterly Right of Way line of Simonton Street for a distance of 8.33 feet to the Point of Beginning. Thence continue N33°56'35"W along said Northeasterly Right of Way line of Simonton Street for a distance of 26.84 feet; thence departing said Northeasterly Right of Way line N56°03'25"E parallel with the Northwestern Right of Way line of Greene Street for a distance of 57.83 feet; thence S33°56'35"E parallel with said Northeasterly Right of Way line for a distance of 26.84 feet; thence S56°03'25"W parallel with said Northwestern Right of Way line for a distance of 57.83 feet back to the Point of Beginning.

Parcel Identification Number: 9103720

See Exhibit "A" for Permitted Exceptions

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

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

DoubleTimes

And the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons claiming by, through or under grantors.

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

Signed, sealed and delivered in our presence:

Brytrex, LLC, a Florida limited liability company

By: MGD Silverpeak, LLC, a Florida limited liability company, Manager

By: [Signature]
Theodore J Georgelas, Manager

Witness Name: T. Graham Weigle

Witness Name: Deborah Browning

State of Virginia
County of Fauquier

The foregoing instrument was acknowledged before me this ____ day of June, 2017 by Theodore J Georgelas, Manager of MGD Silverpeak, LLC, a florida limited liability company, on behalf of the limited liability company for Brytrex, LLC, a Florida limited liability company. He ☒ is personally known to me or ☐ has produced a driver's license as identification.

[Notary Seal]



[Signature]
Notary Public

Printed Name: William Galayda

My Commission Expires: 11/30/17

Exhibit "A"
Permitted Exceptions

1. General or special taxes and assessments required to be paid in the year 2017 and subsequent years.
2. Any adverse ownership claim by the State of Florida by right of sovereignty to any portion of the Lands insured hereunder, including submerged, filled and artificially exposed lands, and lands accreted to such lands.
3. State Law under Chapter 76-190 and Chapter 22F-8.02 of the Florida Administrative Code for Land Planning for the Florida Keys Area of Critical State Concern, recorded in O.R. Book 668, Page 43, Public Records of Monroe County, Florida
4. Subject to the effect of the Municipal Zoning Ordinances, Historical Preservation Area restrictions, and results of the exercise of governmental police powers of the City of Key West, Florida.
5. Subject to the City Ordinance No. 81-43, and Amendment 82-5 which provides for the collection of waste and assessment of charges thereof, in the City of Key West, Monroe County, Florida.
6. Subject to Chapter 28-36 of the Florida Administrative Code (formerly Chapter 27F-15) for Land Planning for the City of Key West Area of Critical Concern, adopted by the Administrative Commission pursuant to Section 380.05, F.S., on February 7, 1984, effective February 28, 1984, recorded in O.R. Book 906, Pages 200-208 of the Public Records of Monroe County, Florida.
7. Transfer of Development Rights (ROGO Allocation) in the City of Key West, Florida recorded in O.R. Book 2282, Page 564, Public Records of Monroe County, Florida.
8. Transfer of Development Rights (ROGO Allocation) in the City of Key West, Florida recorded in O.R. Book 2296, Page 1258, Public Records of Monroe County, Florida.
9. Transfer of Development Rights and ROGO Allocation in the City of Key West, Florida recorded in O.R. Book 2303, Page 2047, Public Records of Monroe County, Florida.
10. Conditions contained in the Deed for Conveyance of Development Rights and ROGO Allocations in the City of Key West, Florida recorded in O.R. Book 2303, Page 2055, Public Records of Monroe County, Florida.
11. Transfer of Development Rights (ROGO Allocation) in the City of Key West, Florida recorded in O.R. Book 2303, Page 2084, Public Records of Monroe County, Florida.
12. Declaration of Covenants, Restrictions and Easements for Old Town Villas at Key West recorded in O.R. Book 2773, Page 709, First Amendment to Declaration of Covenants, Restrictions and Easements for Old Town Villas at Key West recorded in O.R. Book 2841, Page 1893, Public Records of Monroe County, Florida, which contain provisions creating easements, assessments and lien rights.
13. Surveyor Affidavit recorded in O.R. Book 2773, Page 873, Public Records of Monroe County, Florida.
14. Non-Exclusive Mutual Easement Agreement recorded in O.R. Book 2831, Page 712, Public Records of Monroe County, Florida.
15. Easement to the Utility Board of The City of Key West, Florida for the installation and maintenance of underground wiring with the right of reasonable ingress and egress, including the right to cut and trim from time to time, trees brush, over-hanging branches and other natural obstructions contained in instrument recorded March 30, 2017, under O.R. Book 2846, Page 921, Public Records of Monroe County, Florida.
16. Any rights, easements, interest or claims which may exist by reason of, or reflected by, the following facts shown on the survey prepared by Reece & Associates, Inc, dated November 12, 2015, bearing Job # DWG-1511 1003: a.) 0.4' Concrete encroachment along the Northwestern side of the subject property; b.) 0.3' Concrete Block Wall encroachment in the Northeast corner of the subject property.
17. Any rights, easements, interest or claims which may exist by reason of, or reflected by, the facts shown on the survey prepared by Reece & Associates, Inc, dated May 17, 2017, bearing Number 17050211A.

Certified Copy

I certify the attached is a true and correct copy of the Articles of Organization of WALLY WORLD PROPERTIES LLC, a limited liability company organized under the laws of the state of Florida, filed electronically on February 17, 2015 effective February 17, 2015, as shown by the records of this office.

I further certify that this is an electronically transmitted certificate authorized by section 15.16, Florida Statutes, and authenticated by the code noted below.

The document number of this limited liability company is L15000029758.

Authentication Code: 150218142216-100269625131#1

Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this the
Eighteenth day of February, 2015



Ken Detzner
Ken Detzner
Secretary of State

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY
COMMITMENT
Exhibit A

Fund File Number:
235826

Agent's File Reference:
11105.003

PARCEL 1:

In the City of Key West, Monroe County, Florida, and known as part of Lots 1, 2, 3 and 4 of Square 5, according to the Map or Plan of said City of Key West, delineated by William A. Whitehead in February, A.D. 1829 and being more particularly described as follows:

Beginning at the intersection of the Northwestern Right-of-Way line of Greene Street and the Northeasterly Right-of-Way line of Simonton Street; thence N 33°56'35" W along the said Northeasterly Right-of-Way of Simonton Street for 298.10 feet; thence N 56°03'25" E for 75.50 feet; thence N 33°56'35" W for 39.25 feet; thence N 56°03'25" E for 128.50; thence S 33°56'35" E for 120.67 feet; thence S 56°03'25" W for 62.17 feet; thence S 33°56'35" E for 216.63 feet to the said Northwestern Right-of-Way line of Greene Street; thence S 56°03'25" W along the said Northwestern Right-of-Way line of Greene Street for 141.83 feet to the Point of Beginning.

Exhibit "A"

**Electronic Articles of Organization
For
Florida Limited Liability Company**

L15000029758
FILED 8:00 AM
February 17, 2015
Sec. Of State
thampton

Article I

The name of the Limited Liability Company is:

WALLY WORLD PROPERTIES LLC

Article II

The street address of the principal office of the Limited Liability Company is:

727 WASHINGTON STREET
KEY WEST, FL. US 33040

The mailing address of the Limited Liability Company is:

180 SUGARLOAF DRIVE
SUGARLOAF KEY, FL. US 33042

Article III

Other provisions, if any:

ANY AND ALL LAWFUL BUSINESS

Article IV

The name and Florida street address of the registered agent is:

CORPORATION SERVICE COMPANY
1201 HAYS STREET
TALLAHASSEE, FL. 32301

Having been named as registered agent and to accept service of process for the above stated limited liability company at the place designated in this certificate, I hereby accept the appointment as registered agent and agree to act in this capacity. I further agree to comply with the provisions of all statutes relating to the proper and complete performance of my duties, and I am familiar with and accept the obligations of my position as registered agent.

Registered Agent Signature: DWIGHT COOTS, VICE PRESIDENT

Article V

The name and address of person(s) authorized to manage LLC:

Title: MGR
WARREN W DEDRICK
727 WASHINGTON STREET
KEY WEST, FL. 33042 US

L15000029758
FILED 8:00 AM
February 17, 2015
Sec. Of State
thampton

Article VI

The effective date for this Limited Liability Company shall be:

02/17/2015

Signature of member or an authorized representative

Electronic Signature: WARREN DEDRICK

I am the member or authorized representative submitting these Articles of Organization and affirm that the facts stated herein are true. I am aware that false information submitted in a document to the Department of State constitutes a third degree felony as provided for in s.817.155, F.S. I understand the requirement to file an annual report between January 1st and May 1st in the calendar year following formation of the LLC and every year thereafter to maintain "active" status.

City of Key West
Planning Department



Authorization Form
(Where Owner is a Business Entity)

Please complete this form if someone other than the owner is representing the property owner in this matter.

I, WARREN DEDRICK as
Please Print Name of person with authority to execute documents on behalf of entity

MANAGING MEMBER of Wally World Properties LLC
Name of office (President, Managing Member) Name of owner from deed

authorize ANDY Birrell
Please Print Name of Representative

to be the representative for this application and act on my/our behalf before the City of Key West.

[Signature]
Signature of person with authority to execute documents on behalf on entity owner

Subscribed and sworn to (or affirmed) before me on this 6-13-17
Date


by Andrew Birrell
Name of person with authority to execute documents on behalf on entity owner

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

[Signature]
Notary's Signature and Seal

Janel Jeselskis
Name of Acknowledger typed, printed or stamped

FF057279
Commission Number, if any

 JANEL K. JESELSKIS
NOTARY PUBLIC
STATE OF FLORIDA
Comm# FF057279
Expires 9/25/2017

City of Key West
Planning Department



Verification Form
(Where Applicant is an entity)

I, WARREN DEDRICK, in my capacity as managing member
(print name) (print position; president, managing member)
of Wally World Properties LLC
(print name of entity)

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

143 Simonton St Key West FL 33040
Street Address of subject property

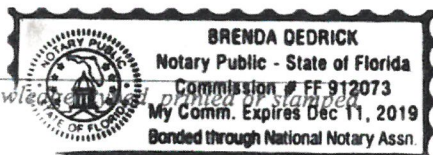
All of the answers to the above questions, drawings, plans and any other attached data which make up the application, are true and correct to the best of my knowledge and belief. In the event the City or the Planning Department relies on any representation herein which proves to be untrue or incorrect,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

hiv
Signature of Applicant

Subscribed and sworn to (or affirmed) before me on this June 13th, 2017 by
Warren Dedrick
Name of Applicant date

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

Brenda Dedrick
Notary's Signature and Seal



Name of Acknowledged Party printed or stamped

Dec 11, 2019
Commission Number, if any

Wally World Properties LLC

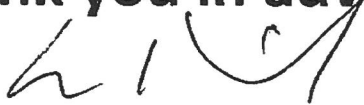
To whom it may concern:

**Andy Birrell is hereby entitled to represent
our firm to transfer a ^{transiet}trainset license to
Wally World Properties LLC**

**Andy is a licensed real estate agent, we
have been working for Andy for years**

**If you have any questions please feel free
to call the managing Member**

Thank you in advance



Warren Dedrick, Managing Member

518-791-0049

727 Washington ST Key West, FL 33040

CITY OF KEY WEST, FLORIDA

Business Tax Receipt

This Document is a business tax receipt.
Holder must meet all City zoning and use provisions.
P.O. Box 1409, Key West, Florida 33040 (305) 809-3955

Business Name MAXIMUS PROPERTIES, LLC
Location Addr UNASSIGNED
Lic NBR/Class 17-00031971 RENTAL-TRANSIENT RESIDENTIAL
Issue Date: June 13, 2017 **Expiration Date:** September 30, 2017
License Fee \$84.00
Add. Charges \$84.00
Penalty \$0.00
Total \$0.00
Comments: 2 TRANSIENT RENTAL UNITS

This document must be prominently displayed.

MAXIMUS PROPERTIES, LLC
727 WASHINGTON ST

KEY WEST FL 33040

Sender Side

DUPLICATE

CITY OF KEY WEST, FLORIDA

Business Tax Receipt

This Document is a business tax receipt.
Holder must meet all City zoning and use provisions.
P.O. Box 1409, Key West, Florida 33040 (305) 809-3955

Business Name MAXIMUS PROPERTIES, LLC CtlNbr:0017540
Location Addr UNASSIGNED
Lic NBR/Class 17-00031970 RENTAL-TRANSIENT RESIDENTIAL
Issue Date: June 13, 2017 **Expiration Date:** September 30, 2017
License Fee \$84.00
Add. Charges \$84.00
Penalty \$0.00
Total \$0.00
Comments: 3 TRANSIENT UNITS

This document must be prominently displayed.

MAXIMUS PROPERTIES, LLC

MAXIMUS PROPERTIES, LLC
727 WASHINGTON ST

KEY WEST FL 33040

DUPLICATE

B

AGREEMENT OF PURCHASE AND SALE

THIS AGREEMENT OF PURCHASE AND SALE ("Agreement") dated as of the date the last party to this Agreement executes the same (the "Effective Date"), by and between HYATT AND HYATT, INC. ("Seller") and WARREN DEDRICK her successors or assigns ("Buyer").

Maximus Properties LLC

WITNESSETH:

WHEREAS, Buyer desires to acquire from Seller and Seller desires to convey to Buyer the "Property" (as hereinafter defined), on the terms and subject to the conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, Seller and Buyer hereby agree as follows:

1. Description of Property. The property being transferred and conveyed to Buyer (collectively, the "Property") shall mean:

The six (6) market rate ROGO units that are represented by the Certificates attached hereto and made a part hereof, together with six (6) transient licenses represented by Transient Licenses attached hereto and made a part hereof.

2. Purchase Price. The purchase price for the Property shall be Seven Hundred Thirty Seven Thousand (\$737,000) ("Purchase Price"). At "Closing" (as hereinafter defined), the Buyer shall pay to the Seller the purchase price, less the amount of the Deposit (as hereinafter defined) payable in cash, cashier's check or wire transfer.

3. Deposit. Within three (3) days of the execution of this agreement by both parties, the Buyer shall deliver to BHHS Knight and Gardner Realty ("Escrow Agent" or "Listing Broker") a deposit in the amount of Fifty Thousand Dollars (\$50,000.00) (the "Deposit"). This Deposit shall be non-refundable except in the event of Seller default or non performance.

4. Seller's Representations and Warranties. As a material inducement to Buyer to enter into this Agreement, Seller represents and warrants to Buyer that the following are true and correct as of the Effective Date and shall be true and correct at Closing:

a. Seller owns the Property and has full right and is duly authorized to enter into and consummate this Agreement. If Seller is other than a natural person, then Seller is duly organized and validly existing under applicable law.

b. To the best of Seller's knowledge, Seller has complied and shall comply from the date hereof until the Closing with all applicable Federal, State, County and municipal regulations, rules, ordinances, statutes and other requirements and restrictions with respect to all matters pertaining to the Property.

c. There is no litigation, investigation or proceeding pending, or to the knowledge of Seller threatened, against Seller relating to or affecting the Property or otherwise adversely affecting Seller's ability to perform its obligations hereunder.

d. To the best of Seller's actual knowledge, there are no commitments to or agreements with governmental authorities, agencies, utilities or quasi-governmental entities or any other entities or persons which might adversely affect Buyer's ability to use and develop the Property for its Intended Use.

e. Seller warrants and agrees that the Property being conveyed may be transferred to a compliant zoning with the property density requirements. The Seller agrees to cooperate with the Buyer after closing when the Buyer selects a qualifying property to transfer the units, if necessary. This provision shall survive closing.

f. The Seller shall not assign, sell, lease, transfer or otherwise dispose of any of the Property to any other party before this Agreement is closed or terminated.

g. Seller discloses that it needs to receive approval from B,B & T bank, which is the lender on these units to release the lien before closing.

The foregoing representations and warranties shall (i) not be affected by independent investigation, verification or approval by Buyer or anyone acting on behalf of Buyer; (ii) be true and correct on the date hereof and shall be correct at Closing; and (iii) survive Closing.

5. Closing. The parties shall consummate the conveyance of the Property, pay the purchase price and deliver all instruments of conveyance relating thereto ("Closing") at such location in Monroe County, Florida designated by Seller or as otherwise mutually agreed upon by the parties ("Closing Location") on or before April 29, 2016 (the "Closing Date").

6. Closing Charges and Procedure.

a. At Closing, the Seller shall execute and deliver to Buyer the following:

i. A duly executed Bill of Sale or Assignment form acceptable to Monroe County, Florida for the transfer of the Property free and clear of all liens, claims and encumbrances;

ii. A Seller's Affidavit;

iii. Appropriate evidence of Seller's formation, existence and authority to sell and convey the Property; and a letter from any applicable government agency granting Buyer use of the Property according to her stated purpose, allowing transfer and full use of the ROGO/Transient Licenses recognized at a minimum of three (3) bedrooms and three (3) bathrooms each, and

iv. A Closing Statement.

b. At Closing, the Buyer shall execute and/or deliver to Seller the following:

i. The Purchase Price less the Deposit (or Option Deposit, if applicable) previously paid and

ii. A Closing Statement.

c. At the Closing, Escrow Agent shall deliver the Deposit (or Option Deposit) to Seller.

Notwithstanding the foregoing, Seller will, at Buyer's request, deliver executed documents as set forth above as to any or all of the ROGO certificates at anytime between the execution of this agreement and prior to the closing date. Buyer will comply with the payment schedule as set forth herein irrespective of the timing of delivery of Seller's documents to Buyer. Any documents not previously provided by the parties as required under this agreement shall be provided on the Closing Date.

7. Escrow. It is agreed that the duties of the Escrow Agent are only as herein specifically provided and purely ministerial in nature, and the Escrow Agent shall incur no liability whatever except for willful misconduct or gross negligence, as long as the Escrow Agent has acted in good faith. The Seller and Buyer each release the Escrow Agent from any act done or omitted to be done by the Escrow Agent in good faith in the performance of its duties hereunder, except the parties shall not release Escrow Agent from willful misconduct or gross negligence.

The Escrow Agent is acting as stakeholder only with respect to the Deposit and any other monies or documents to the extent delivered to Escrow Agent pursuant to this Agreement. The Escrow Agent agrees that at such times as either party alleges that there is an event entitling the party to any deposit held with Escrow Agent, then the Escrow Agent shall send notice to the Buyer and Seller advising that the other party has made demand on the Escrow Agent for such funds. If a party does not dispute Escrow Agent disbursing the deposit within ten (10) days of receipt of notice that Escrow Agent intends to disburse the Deposit, other document or money held by Escrow Agent, then Escrow Agent is authorized to disburse the money or document (as applicable) as set forth in Escrow Agent's notice. If there is any valid dispute as to whether the Escrow Agent is obligated to deliver the Deposit, money or document or the cash or documents to close or as to whom the Deposit or cash or documents to close is to be delivered, the Escrow Agent shall not make any delivery, but in such event, the Escrow Agent shall hold same until receipt by it of an authorization in writing, directing the disposition of same executed by Seller and Buyer; or in the absence of such authorization, the Escrow Agent shall hold the Deposit and/or the cash or documents to close until final determination of the rights of the parties in the appropriate proceedings. If such written authorization is not given or proceedings for such determination are not begun within thirty (30) days of written demand by Escrow Agent to Seller and Buyer and diligently continued, the Escrow Agent may bring an appropriate action or proceeding to interplead such deposits. Any such interpleader action must be brought in Monroe

County, Florida. The Escrow Agent shall be reimbursed for all costs and expenses of such action or proceeding, including, without limitation, reasonable attorneys' fees and disbursements, by the party determined to have wrongfully disputed Escrow Agent's authority to disburse. Upon making delivery of the Deposit and/or the cash or documents to close, the Escrow Agent shall have no further liability unless such delivery constituted willful misconduct or gross negligence. Seller acknowledges that the Escrow Agent is counsel to Buyer and the parties hereby that Escrow Agent can represent Buyer and itself hereunder in the event of any dispute hereunder, concerning the monies or documents which Escrow Agent is holding or otherwise, and waive any right to object to same.

The provisions of this Paragraph shall survive any termination of this Agreement.

8. Brokerage Representation. By signing this Agreement, BUYER and SELLER represent and warrant to each other that SELLER and BUYER have not consulted or dealt with any broker, salesperson, agent or finder other than BHHS Knight and Gardner Realty (the "Broker"). The SELLER shall be solely responsibility for the payment of a commission to the Broker of five-percent (5%) of the gross purchase price. BUYER and SELLER will indemnify and hold each other harmless for and from any such person or company claiming otherwise.

9. Default.

a. If, prior to Closing, Seller shall default under any of its covenants, representations or warranties set forth in this Agreement or shall otherwise fail, neglect or refuse to perform its obligations set forth in this Agreement Buyer may elect to terminate this Agreement, in which event Buyer shall receive the return of the Deposit together with any interest thereon; provided, however, Buyer shall not thereby waive any rights or remedies because of such default by Seller or Buyer shall be entitled to all remedies available in equity, including an action for specific performance as a result of Seller's breach.

b. If, prior to Closing, Buyer shall default under any of its covenants, representations or warranties set forth in this Agreement or shall otherwise fail, neglect or refuse to perform its obligations set forth in this Agreement, the Seller may elect to terminate this Agreement in which event, the Deposit together with any interest thereon shall be paid to Seller as liquidated damages (there being no method available at the date hereof to ascertain damages), consideration for the execution of this Agreement and full settlement of any claims and Seller and Buyer shall be relieved of all obligations under this Agreement.

c. Prior to either party enforcing its remedies under this Agreement, the non-defaulting party shall provide the other party with written notice and a ten (10) day period in which to attempt to cure such default.

10. Miscellaneous.

a. This Agreement shall be construed in accordance with the laws of the State of Florida. This Agreement shall not be construed more strongly against either party regardless of which party is responsible for its preparation. Venue for any dispute hereunder shall be in the Circuit Court for Monroe County, Florida.

b. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and all such counterparts shall for all purposes constitute a single instrument. Facsimile execution of this Agreement or any amendment hereto shall constitute binding execution.

c. In connection with any litigation, including appellate proceedings arising out of this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs, through all trial and appellate levels.

d. This Agreement contains all the terms, promises, covenants, conditions and representations made by or entered into by and between Seller and Buyer, and supersedes all prior discussions and agreements whether written or oral. This Agreement shall bind and inure to the benefit of the parties hereto and their heirs, executors, administrators, assigns and successors in interest. This Agreement is freely assignable by the Buyer provided that any assignee shall assume and agree to perform all obligations of the assignor.

e. In construing this Agreement, the singular shall be deemed to include the plural, the plural shall be deemed to include the singular and the use of any gender shall include every other gender and all captions and paragraph headings shall be discarded.

f. If any portion of this Agreement is determined to be unlawful, the remaining portions shall remain in full force and effect as if such unlawful portion(s) did not appear herein.

g. Seller's and Buyer's warranties, agreements, covenants and representations set forth in this Agreement shall not be merged upon delivery of the instrument of conveyance nor upon delivery of the Consideration and shall survive the Closing.

h. For purposes of performance, the date of this Agreement (the "Effective Date") shall be the date when this Agreement is executed by Seller and Buyer without any change or amendment to the Agreement as presented.

i. The parties agree that time is of the essence with respect to performance of each party's obligations under this Agreement. The parties agree that in the event that the date on which performance is to occur falls on a Saturday, Sunday or state or national holiday, then the time for such performance shall be extended to the next business day thereafter occurring.

~~k. Buyer shall not be able to assign this contract.~~

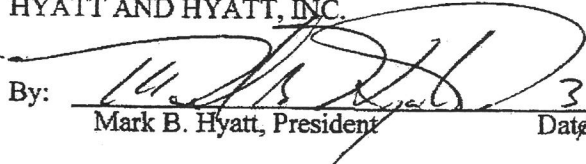


IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed under proper authority as of the Effective Date.

SELLER:

HYATT AND HYATT, INC.

By:


Mark B. Hyatt, President

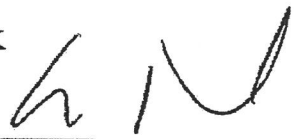
Date

3/9/16

BUYER:

WARREN DEDRICK

By:


Warren Dedrick, Individually

Date

3/8/16

APPROVED 5/21/15
RESCINDED LATE 3 2005.

C

THE CITY OF KEY WEST
PLANNING BOARD
Staff Report



To: Chair and Planning Board Members

From: Kevin Bond, AICP, Senior Planner

Through: Thaddeus Cohen, Planning Director

Meeting Date: May 21, 2015

Agenda Item: Request by Hyatt & Hyatt, Inc. to rescind Planning Board Resolution Nos. 2005-040 & 2006-019 – Dissolving previously-adopted Planning Board Resolution No. 2005-040, which approved a transfer of 2 full-size transient units from 914 Frances Street (RE # 00020900-000000; AK # 1021644) to 3591 South Roosevelt Boulevard (RE # 00054350-000000; AK # 1054968) for two non-transient units, and Planning Board Resolution No. 2006-019, which approved a transfer of 1 full-size transient unit from 914 Frances Street to 3591 S Roosevelt Blvd for 1 non-transient unit, pursuant to Chapter 122, Article V, Division 6 of the Land Development Regulations of the Code of Ordinances of the City of Key West, Florida

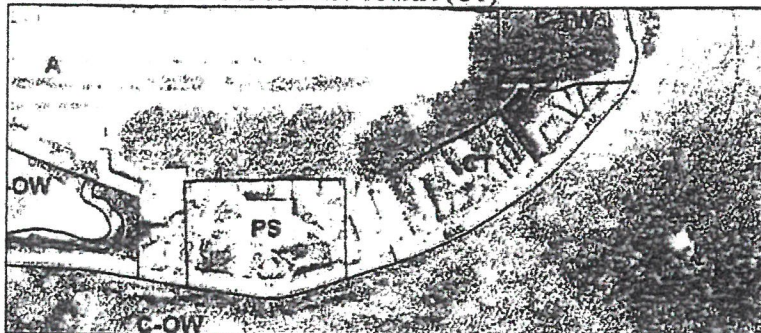
Request: To rescind Planning Board Resolution Nos. 2005-040 and 2006-019 and substitute in its place recognition of three (3) transient units with licenses as unassigned to any sender site.

Applicant: Mark Hyatt

Property Owner: Hyatt & Hyatt, Inc.

Location: 3591 South Roosevelt Boulevard (RE # 00054350-000000; AK # 1054968)

Zoning: Salt Pond Commercial Tourist (CT)



[Handwritten signature]

Background:

In 2005, a Major Development Plan was approved through City Commission Resolution No. 05-342 to construct a 20-unit market-rate residential condominium at 3591 South Roosevelt Boulevard. To that end, Hyatt & Hyatt assembled development rights for 12 of the units through the transient transfer process via Planning Board Resolution Nos 2005-040, 2005-041 and 2006-019; and eight (8) of the units through ROGO Unit Certificates. However, the 20-unit development never commenced and expired. Subsequently, 14 of the 20 units were sold or transferred as transient units with licenses from Hyatt & Hyatt to other parties. In 2012, the Planning Board passed Resolution No. 2012-41 dissolving previously-adopted Resolution No. 2005-041, which approved the transfer of 15 small transient units for use as nine (9) full-size non-transient residences, and substituted in its place recognition of nine (9) BPAS transient units with licenses as unassigned to any particular property.

Request:

The applicant would like to divest himself of the remaining transient units and licenses previously transferred to the property at 3591 South Roosevelt Boulevard through the rescinding of Planning Board Resolution Nos. 2005-040 and 2006-019 for the purpose of future sale and transfer to an eligible receiver site.

Process:

Planning Board:	May 21, 2015
Local Appeal:	10 Days
DEO Review:	Up to 45 Days

Analysis – Evaluation for Compliance With The Land Development Regulations:

Hyatt & Hyatt still owns six (6) remaining transient units with licenses out of the 20 planned units at 3591 South Roosevelt Boulevard. Three (3) of the six (6) remaining units are left from Planning Board Resolution No. 2012-41, which dissolved Planning Board Resolution No. 2005-041 and recognized nine (9) transient units with licenses available for transfer to eligible receiver sites. The other three (3) of the six (6) remaining units are still associated with their prior transient transfer approvals: Planning Board Resolution No. 2005-040, which approved a transfer of two (2) full-size transient units from 914 Frances Street to 3591 South Roosevelt Boulevard for two (2) non-transient units; and Planning Board Resolution No. 2006-019, which approved a transfer of one (1) full-size transient unit from 914 Frances Street to 3591 South Roosevelt Boulevard for one (1) non-transient unit.

In order to permit the sale and transfer of all six (6) remaining units from Hyatt & Hyatt to an eligible receiver site, Hyatt & Hyatt has requested that Planning Board Resolution Nos 2005-040 and 2006-019 be dissolved, following the same process as was done for Planning Board Resolution No. 2012-41. If dissolved, then the next step would be obtaining an approval for transient transfer of the units with licenses from the Planning Board. As was done with Planning Board Resolution No. 2012-41, the three (3) transient units with licenses would not be assigned to a particular sender site. At all times, the right to transfer the transient units with licenses must be preserved by keeping the business tax receipts active.



Although, if approved, the transient units with licenses would not be associated with a sender site, that does not mean that the units could be of unlimited size on a receiver site. Therefore, for purposes of satisfying the parity requirement for transient transfers in Code Section 122-1339(b), the future development of the remaining units at 3591 South Roosevelt Boulevard should not exceed three bedrooms. This determination is consistent with how the units were intended to be used at 3591 South Roosevelt Boulevard, and how units that have already been reassigned to other properties were used, as outlined below.

- City Commission Resolution No. 05-124 approved the redevelopment of a former 24-room motel at 915 Windsor Lane into six (6) full-size transient units. The old motel rooms were single-room units. Six (6) of the ROGO equivalents were redeveloped into six 3-bedroom townhouse-type transient units at the Windsor property. ←
- Planning Board Resolution No. 2005-041 approved the transfer of 15 small transient units from 915 Windsor Lane to 3591 South Roosevelt Boulevard for nine (9) full-size non-transient units. The receiver site units were going to be 3-bedroom non-transient units of 2,800 square feet each. ←
- Planning Board Resolution No. 2013-46 approved the transfer of three (3) transient units with licenses from unassigned status to 520 Angela Street for "one 3-bedroom single-family house...and a two bedroom one bath single-family house." ←

The transient transfer process, as defined in Code Chapter 122, Article V, Division 6, promotes compliance with allowed transient use in particular zoning districts. The transfer process also allows for the transfer of transient units and the extinguishment of the transient license to create non-transient residential units. The applicant had originally intended to create non-transient residential units through this process at the South Roosevelt Boulevard property. With the dissolving of the prior resolutions, the units would retained their transient status and be available for transfer to an eligible receiver site. /

RECOMMENDATION:

The Planning Department, based on criteria established in Chapter 122, Article V, Division 6 of the Land Development Regulations, recommends the request be **APPROVED**.

TRANSFERABLE TRANSIENT ROGO EXEMPTIONS TRANSFER AGREEMENT

THIS INDENTURE is made as of this 27th day of April, 201~~7~~⁶, by and between **HYATT & HYATT, INC.** a Florida corporation ("Grantor"), with an address of 3591 South Roosevelt Boulevard, Key West, Florida 33040 in favor of **MAXIMUS PROPERTIES, LLC.**, a Florida limited liability company (hereinafter referred to as "Grantee"), with an address of 727 Washington Street, Key West, Florida 33040 ("Grantor" and "Grantee" to include their respective heirs, successors, executors, administrators, legal representatives and assigns where the context requires or permits).

WITNESSETH:

Grantor, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration the receipt, adequacy, and sufficiency of which are hereby acknowledged by Grantor, does hereby grant, bargain, convey and confirm unto Grantee all of Grantor's right, title and interest in and to those certain six (6) market rate Transferable Transient ROGO Exemptions ("TRES") identified by the City of Key West Florida under license number 16-00021490 (three unassigned units) and 16-00024628 (three unassigned units) and further defined by the City of Key West Planning Board Resolutions number 2005-040 & 2006-019 (a copy of which is an exhibit to this Agreement) together with Grantor's rights to transfer the TRES to another site, and any and all claims of Grantor with respect thereto and together with all right, title and interest of Grantor in and to any and all extensions and renewals of any of the foregoing.

TO HAVE AND TO HOLD, with all and singular the rights, members and appurtenances thereof, to the same being, belonging or in anywise appertaining to the only proper use, benefit and behoof of the said Grantee forever in FEE SIMPLE.

AND THE SAID Grantor will warrant and forever defend the right and title to the above described TRES unto the said Grantee against the lawful claims of all persons whomsoever.



IN WITNESS WHEREOF, the Grantor has signed and sealed this Indenture as of the date first above written.

WITNESS:

Janel K. Jeselskis
Name:
[Signature]
Name

Hyatt & Hyatt, Inc., a Florida corporation

By: [Signature]
Name: Mark B. Hyatt
Title: President

STATE OF FLORIDA
COUNTY OF MONROE

The foregoing instrument was acknowledged before me this 27th day of April, 2016 by Mark Hyatt, as President of Hyatt & Hyatt, Inc., a Florida corporation, who is personally known to me or who provided a Driver's License as identification, and who did take an oath.

[seal]



JANEL K. JESELSKIS
NOTARY PUBLIC
STATE OF FLORIDA
Comm# FF057279
Expires 9/25/2017

Janel K. Jeselskis
Notary Public - State of Florida
Printed Name: Janel K. Jeselskis

[Signature]

D 2012
Originally - 9
Only 3 left

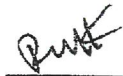

**PLANNING BOARD
RESOLUTION No. 2012-41**

A RESOLUTION OF THE KEY WEST PLANNING BOARD PURSUANT TO CHAPTER 122, ARTICLE V. DIVISION 6, SECTIONS 122-1336 THROUGH 122-1345, SUBPART B, LAND DEVELOPMENT REGULATIONS OF THE CODE OF ORDINANCES OF THE CITY OF KEY WEST DISSOLVING THE PREVIOUSLY ADOPTED RESOLUTION 2005-041 WHICH APPROVED AN APPLICATION FOR THE TRANSFER OF FIFTEEN (15) SMALL TRANSIENT UNITS FROM 915 WINDSOR LANE (RE# 00020091-000000 TO 3591 SOUTH ROOSEVELT BOULEVARD (RE#00054350-000000 FOR USE AS NINE (9) FULL SIZE NON-TRANSIENT RESIDENCES, AND SUBSTITUTING IN ITS PLACE RECOGNITION OF NINE (9) BPAS TRANSIENT UNITS WITH LICENSES AS UNASSIGNED TO ANY PARTICULAR PROPERTY; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Section 122-1338 (2) of the Code of Ordinances allows a transient unit to be transferred along with an accompanying business tax receipt from an area where transient uses are prohibited to a receiver site where transient residential use is permitted without the accompanying transfer of the unit; and

WHEREAS, the transient units transferred to 3591 South Roosevelt Blvd were combined from fifteen (15) 0.58 ESFU into nine (9) 1.0 ESFU; and

WHEREAS, the purpose for the transfer was to construct single family units approved


Chairman

Planning Director

for a major development plan; and

WHEREAS, the development approvals for that project have expired; and

WHEREAS, the applicant wishes to divest himself of the transferred transient units to second party; and

WHEREAS, the units will be held as unassigned to any particular property until such time as a buyer will come forth; and

WHEREAS, the units will be potentially located in an appropriate zoning district.

NOW, THEREFORE BE IT RESOLVED by the Planning Board of the City of Key West, Florida:

Section 1. That the above recitals are incorporated by reference as if fully set forth herein.

Section 2. That a transfer of transient units and associated business tax receipts, pursuant to Section 122-1339 of the Code of Ordinances of the City of Key West, Florida, is hereby granted as follows: **ALLOWING A TRANSFER OF NINE TRANSIENT UNITS AND**


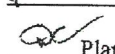
 Chairman
 Planning Director

ASSOCIATED BUSINESS TAX RECEIPTS FROM PROPERTY LOCATED AT 3591 SOUTH ROOSEVELT BOULEVARD (RE# 00054350-000000) TO A STATUS OF UNASSIGNED TO ANY PARTICULAR PROPERTY with the following conditions as determined by the Planning Board:

Section 3. This transfer of nine transient units and associated business tax receipts does not constitute a finding as to ownership or right to possession of real property, and assumes, without finding, the correctness of applicant's assertion of legal authority respecting any real property.

Section 4. This resolution shall go into effect immediately upon its passage and adoption and authentication by the signatures of the presiding officer and the Clerk of the Commission


Section 5. This resolution is subject to appeal periods as provided by the City of Key West Code of Ordinances (including the Land Development Regulations). After the City appeal period has expired, this permit will be rendered to the Florida Department of Economic Opportunity. Pursuant to Chapter 9J-1, F.A.C., this permit is not effective for forty five (45) days after it has been properly rendered to the DEO with all exhibits and applications attached to or incorporated by reference in this approval; that within the forty five (45) day review period the DCA can appeal the permit to the Florida Land and Water Adjudicatory Commission; and that such an appeal stays the effectiveness of the permit until the appeal is resolved by agreement or

 Chairman
 Planning Director

order.

Read and passed on first reading at a regularly scheduled meeting held this 20th day of September, 2012.

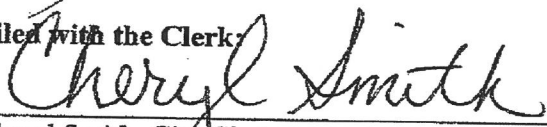
Authenticated by the Chairman of the Planning Board and the Planning Director.

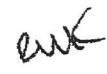


Richard Klifenick, Chairman
Key West Planning Board
10/2/12
Date

Attest:


Donald Leland Craig, AICP
Planning Director
9/28/12
Date

Filed with the Clerk:


Cheryl Smith, City Clerk
10-3-12
Date


Chairman

Planning Director



23 October 2007

**THE CITY OF KEY WEST
PLANNING DEPARTMENT**

P.O. Box 1409 Key West, Florida 33041-1409

gkenson@keywestcity.com

Phone (305) 809-3728

Fax (305) 809-3739

Mr. Mark B. Hyatt
17021 Starfish Lane West
Sugarloaf Shores, Florida 33042

Subject: 3591 South Roosevelt Boulevard
RE# 00054350-000000

Dear Mr. Hyatt:

It is my understanding that you no longer wish to proceed with the proposed major development plan for 20 residential units at 3591 South Roosevelt Boulevard approved by City Commission Resolution 05-342 on October 19, 2005. Between November, 2005 and July, 2006, Hyatt & Hyatt, Inc. purchased 20 ROGO units for use in connection with the major development plan approved for 3591 South Roosevelt Boulevard, Key West, Florida (the "Property"). The ROGO units were acquired by Hyatt & Hyatt, Inc. as follows:

Planning Board Resolution No. 2005-040 approved the transfer of two (2) full size transient units from 914 Frances Street for use as two (2) full size units at 3591 South Roosevelt Boulevard.

Planning Board Resolution No. 2005-041 approved the transfer of fifteen (15) small transient units from 915 Windsor Lane for use as nine (9) full size units at 3591 South Roosevelt Boulevard.

Planning Board Resolution No. 2006-019 approved the transfer of one (1) full size transient units from 914 Frances Street for use as one (1) full size unit at 3591 South Roosevelt Boulevard.

On September 13, 2005, the City Manager, on behalf of the City Planner issued ROGO Unit Certificate Nos. 1 - 6 to Old Town Key West Development Ltd. Each Certificate represents a transferable right to develop one full size residential unit pursuant to City Resolution No. 05-240. On December 6, 2005, the City Planner approved the assignment of the development rights represented by Certificate Nos. 1 - 6 from Old Town Key West Development Ltd. to Hyatt & Hyatt, Inc.

On January 12, 2006, the City Planner issued ROGO Unit Certificate Nos. 7 and 8 to Old Town Key West Development Ltd. Each Certificate represents a transferable right to develop one full size residential unit pursuant to City Resolution No. 00-354. On March 24, 2006, the City Planner approved the assignment of the development rights represented by Certificate Nos. 7 and 8 from Old Town Key West Development Ltd. to Hyatt & Hyatt, Inc.

The Planning Department proposes the following resolution:

A handwritten signature, possibly "OC", in dark ink.

A handwritten signature, possibly "LWK", in dark ink.

**PLANNING BOARD RESOLUTION
No. 2005-041**

**A RESOLUTION OF THE CITY OF KEY WEST
PLANNING BOARD PURSUANT TO SECTIONS
SUBPART B, LAND DEVELOPMENT REGULATIONS OF
THE CODE OF ORDINANCES OF THE CITY OF KEY
WEST APPROVING AN APPLICATION FOR THE
TRANSFER OF FIFTEEN (15) SMALL TRANSIENT
UNITS FROM 915 WINDSOR LANE (RE# 00020090-
000000) to 3591 SOUTH ROOSEVELT BLVD. (RE #
00054350-000000 FOR USE AS NINE FULL SIZE
NON-TRANSIENT RESIDENCES; PROVIDING FOR AN
EFFECTIVE DATE.**

WHEREAS, pursuant to Sec. 122-1338 of the Code of Ordinances of the City of Key West, Michael Ingram, agent for Elegant Island Homes of the Sea Isle on Windsor Lane LLC, the owner 915 Windsor Lane (the sender site), filed an application to transfer fifteen (15) full size transient units from the property (sender site) to 3591 South Roosevelt Boulevard (the receiver site) to allow the construction of two non-transient residence; and

WHEREAS, the above-referenced party presented to the City proof of "transient residential rental unit" Occupational License, Number 05-18249; and

WHEREAS, Mark Hyatt, agent of Hyatt and Hyatt, Inc, owner of the receiver site, simultaneously made application to transfer the units from the sender site to the receiver site; and

WHEREAS, the receiver site shall be redeveloped into six (6) transient residential units pursuant to the development plan approved by Resolution (05-124) and such construction activity has begun; and

WHEREAS, at the Planning Board Meeting of December 15, 2005, Mr. Symroski reported that there were 85 notices, four (4) responses received, with no objections, four (4) non-objections, and no written comments; and

WHEREAS, at that Meeting, Mr. Symroski referenced his staff report dated November 29, 2005, that reviewed the application for compliance with all applicable regulations and reported the comments from the Development Review Committee of November 23, 2005 and recommended approval of the requested transfer of a transient license based on a finding that the proposal complies with the criteria and intent of the Transfer Ordinance and with the finding that this approval is for the transfer only and not of the proposed plans which shall be

*ac
rwt*

subject to the full review necessary of a building permit and the already approved development plan (Res. 05-342); and

NOW, THEREFORE, BE IT RESOLVED by the Planning Board of the City of Key West, Florida:

Section 1. That the Planning Board finds that the transfer of the fifteen (15) small transient units from 915 Windsor Lane to 3591 South Roosevelt for use as nine (9) full size non-transient residences is approved only and not the building plans.

Section 2. That this Resolution shall go into effect immediately upon its passage and adoption and authentication by the signatures of the Chairman of the Planning Board and City Planner.

Passed at a meeting held this 15th day of December 2005.

Patricia Eables 12-20-05
Patricia Eables, Chairman Date
Key West Planning Board

Attest:

T/S 12/19/2-5
Ty Symroski Date
City Planner

Filed with the Clerk:
Cheryl Smith 12-21-05
Cheryl Smith, City Clerk Date

PC
RWK

andy@keysrealestate.com

From: Venetia A. Flowers <vflowers@cityofkeywest-fl.gov>
Sent: Friday, March 11, 2016 10:37 AM
To: andy@keysrealestate.com
Subject: Hyatt & Hyatt
Attachments: PB_Resolution_2015-23.pdf

Here is the resolution you requested.

Have a great day!

Venetia A Flowers | Planning Department | City of Key West | P.O. Box 1409 | Key West, FL 33041

Tel: 305-809-3764 | Fax: 305-809-3978 | vflowers@cityofkeywest-fl.gov | www.cityofkeywest-fl.gov

Under Florida law, e-mail addresses are public record. If you do not want your email address released in response to a public records request, do not send electronic mail to this entity. Instead, you may contact this office by phone or in writing.

E

**PLANNING BOARD
RESOLUTION NO. 2015-23**

A RESOLUTION OF THE KEY WEST PLANNING BOARD DISSOLVING PREVIOUSLY-ADOPTED RESOLUTION NO. 2005-040, WHICH APPROVED A TRANSFER OF TWO (2) FULL-SIZE TRANSIENT UNITS FROM 914 FRANCES STREET (RE # 00020900-000000; AK # 1021644) TO 3591 SOUTH ROOSEVELT BOULEVARD (RE # 00054350-000000; AK # 1054968) FOR TWO (2) NON-TRANSIENT UNITS, AND RESOLUTION NO. 2006-019, WHICH APPROVED A TRANSFER OF ONE (1) FULL-SIZE TRANSIENT UNIT FROM 914 FRANCES STREET TO 3591 SOUTH ROOSEVELT BOULEVARD FOR ONE (1) NON-TRANSIENT UNIT, AND SUBSTITUTING IN ITS PLACE RECOGNITION OF THREE (3) TRANSIENT UNITS WITH LICENSES AS UNASSIGNED TO ANY SENDER SITE PURSUANT TO CHAPTER 122, ARTICLE V, DIVISION 6 OF THE LAND DEVELOPMENT REGULATIONS OF THE CODE OF ORDINANCES OF THE CITY OF KEY WEST, FLORIDA; PROVIDING FOR AN EFFECTIVE DATE

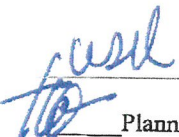

WHEREAS, Planning Board Resolution Nos. 2005-040 and 2006-019 approved the transfer of a total of three (3) full-size transient units from 914 Frances Street to 3591 South Roosevelt Boulevard to be converted into three (3) non-transient market-rate units; and

WHEREAS, the purpose for the transfer was to construct non-transient residential units for a major development plan approved through City Commission Resolution No. 05-342; and

WHEREAS, the development approvals for that project have expired; and

WHEREAS, the applicant wishes to divest himself of the transferred transient units to a second party; and

WHEREAS, the units shall be held as unassigned to any sender site until such time as a transient transfer is approved pursuant to Code Chapter 122, Article V, Division 6; and

 Vice Chair
 Planning Director

NOW, THEREFORE BE IT RESOLVED by the Planning Board of the City of Key West, Florida:

Section 1. That the above recitals are incorporated by reference as if fully set forth herein.

Section 2. That Planning Board Resolution Nos. 2005-040 and 2006-019 are hereby dissolved.


Section 3. That a transfer of transient units and associated business tax receipts, pursuant to Code Chapter 122, Article V, Division 6, is hereby granted as follows: Allowing a transfer of three (3) transient units and associated business tax receipts from property located at 3591 South Roosevelt Boulevard (RE # 00054350-000000; AK # 1054968) to a status of unassigned to any particular sender site with the following conditions:

1. The future development of the three (3) transient units shall not exceed three (3) bedrooms.
2. The three (3) unassigned transient units shall be subject to a transient transfer approval pursuant to Code Chapter 122, Article V, Division 6.

Section 4. This resolution shall not constitute a finding as to ownership or right to possession of real property, and assumes, without finding, the correctness of applicant's assertion of legal authority respecting any real property.

Section 5. This resolution shall go into effect immediately upon its passage and adoption and authentication by the signatures of the presiding officer and the City Clerk.

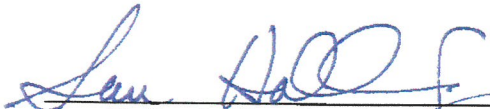
Section 6. This resolution is subject to appeal periods as provided by the City of Key West Code of Ordinances (including the Land Development Regulations). After the City appeal

 Vice Chair
 Planning Director

period has expired, this development order shall be rendered to the Florida Department of Economic Opportunity. Pursuant to Chapter 73C-44, F.A.C., this development order is not effective for 45 days after it has been properly rendered to the DEO with all exhibits and applications attached to or incorporated by reference in this approval; that within the 45-day review period the DEO can appeal the development order to the Florida Land and Water Adjudicatory Commission; and that such an appeal stays the effectiveness of the development order until the appeal is resolved by agreement or order.

Read and passed on first reading at a regularly scheduled meeting held this 21st day of May, 2015.

Authenticated by the Chair of the Planning Board and the Planning Director.


Sam Holland, Vice Planning Board Chair

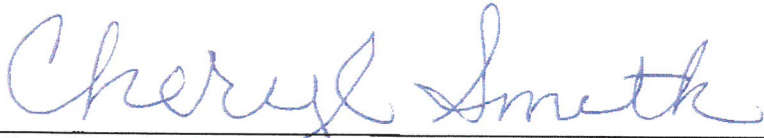
6/17/15
Date

Attest:


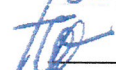

Thaddeus Cohen, Planning Director

6/24/15
Date

Filed with the Clerk:


Cheryl Smith, City Clerk

6-23-15
Date


Vice Chair

Planning Director

ENERGY PERFORMANCE LEVEL (EPL) DISPLAY CARD

ESTIMATED ENERGY PERFORMANCE INDEX* = 91

The lower the EnergyPerformance Index, the more efficient the home.

119-135 Simonton Street, Key West, FL, 33040-

1. New construction or existing	New (From Plans)		9. Wall Types	Insulation	Area
2. Single family or multiple family	Single-family		a. Concrete Block - Int Insul, Exterior	R=4.1	1493.20 ft ²
3. Number of units, if multiple family	1		b. Concrete Block - Int Insul, Adjacent	R=4.1	160.00 ft ²
4. Number of Bedrooms	3		c. N/A	R=	ft ²
5. Is this a worst case?	No		d. N/A	R=	ft ²
6. Conditioned floor area (ft ²)	2613		10. Ceiling Types	Insulation	Area
7. Windows**	Description	Area	a. Roof Deck (Unvented)	R=20.0	913.00 ft ²
a. U-Factor:	Sgl, U=0.93	201.36 ft ²	b. N/A	R=	ft ²
SHGC:	SHGC=0.40		c. N/A	R=	ft ²
b. U-Factor:	N/A	ft ²	11. Ducts		R ft ²
SHGC:			a. Sup: Attic, Ret: Attic, AH: Attic	6	261.3
c. U-Factor:	N/A	ft ²	b. Sup: Attic, Ret: Attic, AH: Attic	6	261.3
SHGC:			12. Cooling systems	kBtu/hr	Efficiency
d. U-Factor:	N/A	ft ²	a. Central Unit	26.3	SEER:16.00
SHGC:			b. Central Unit	38.2	SEER:16.00
Area Weighted Average Overhang Depth:	1.718 ft.		13. Heating systems	kBtu/hr	Efficiency
Area Weighted Average SHGC:	0.400		a. Electric Strip Heat	17.1	COP:1.00
8. Floor Types	Insulation	Area	b. Electric Strip Heat	27.3	COP:1.00
a. Floor Over Other Space	R=0.0	1492.00 ft ²	14. Hot water systems		Cap: 80 gallons
b. Floor over Garage	R=4.1	623.00 ft ²	a. Electric		EF: 2.71
c. other (see details)	R=	498.00 ft ²	b. Conservation features		
			None		
			15. Credits		Pstat

I certify that this home has complied with the Florida Energy Efficiency Code for Building Construction through the above energy saving features which will be installed (or exceeded) in this home before final inspection. Otherwise, a new EPL Display Card will be completed based on installed Code compliant features.

Builder Signature: Richard Spack CEO

Date: 12-19-16

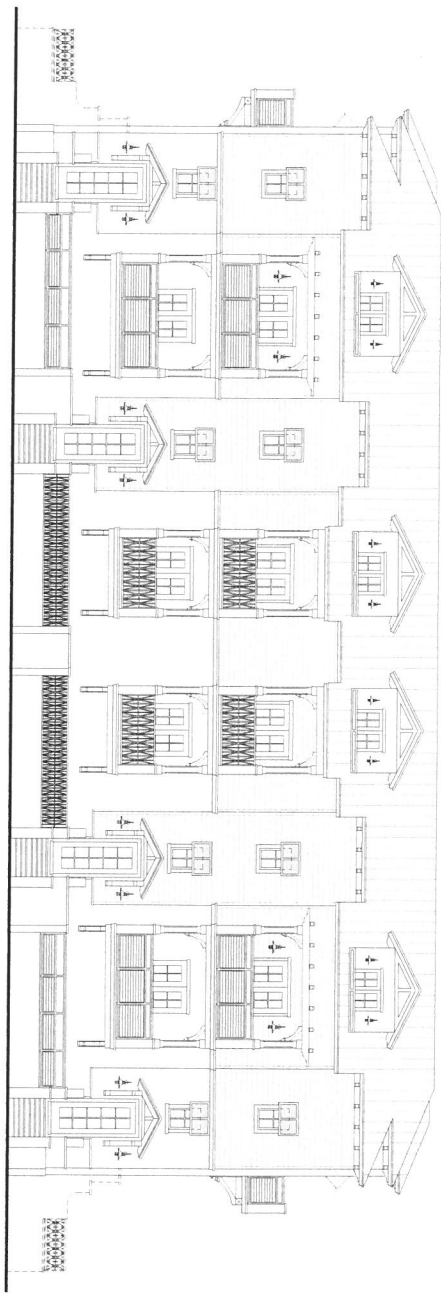
Address of New Home: 141 Simonton Street

City/FL Zip: Key West FL 33040

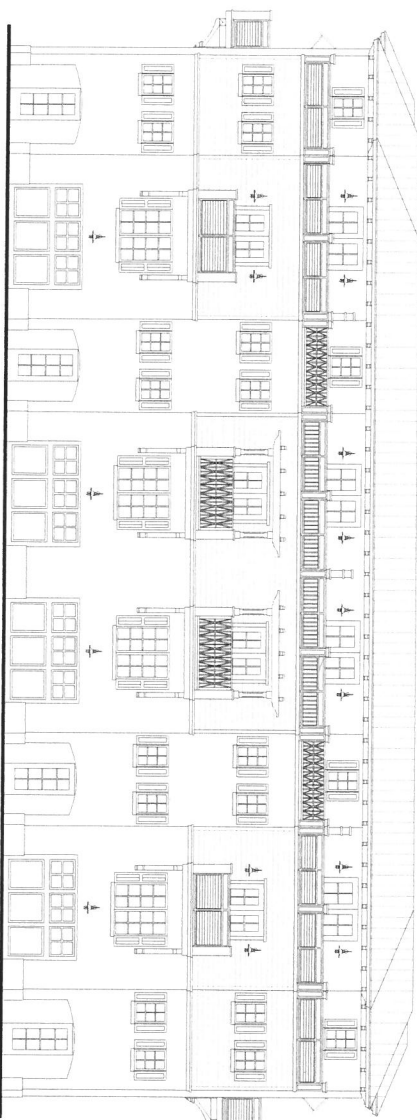


*Note: This is not a Building Energy Rating. If your Index is below 70, your home may qualify for energy efficient mortgage (EEM) incentives if you obtain a Florida EnergyGauge Rating. Contact the EnergyGauge Hotline at (321) 638-1492 or see the EnergyGauge web site at energygauge.com for information and a list of certified Raters. For information about the Florida Building Code, Energy Conservation, contact the Florida Building Commission's support staff.

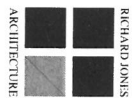
**Label required by Section R303.1.3 of the Florida Building Code, Energy Conservation, if not DEFAULT.



1 BUILDING TYPE 2, ONT ELEVATION



2 BUILDING TYPE 2, SIDE ELEVATION



RICHARD JONES
ARCHITECTURE
119-135 SIMONTON STREET
KEY WEST, FLORIDA 33444
TEL: 305.297.9464 F: 305.297.9196
WWW.RICHJONESARCHITECT.COM

OLD TOWN VILLAS
119-135 SIMONTON STREET
KEY WEST, FLORIDA

KEY WEST 07, LLC
42 NORTH SWINTON AVENUE, SUITE 2
DELRAY BEACH, FL 33444

EXHIBIT 1 LICENSED

ARCHITECT: 119-135-00000000

COMMISSION # 14410

DESIGNER # 81

PLANNING # 81

SUBMITTALS

REVISIONS

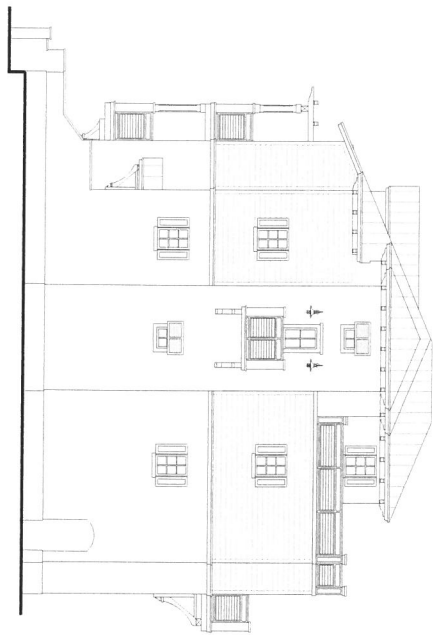
BUILDING 1

ONT/ EA
ELEVATIONS

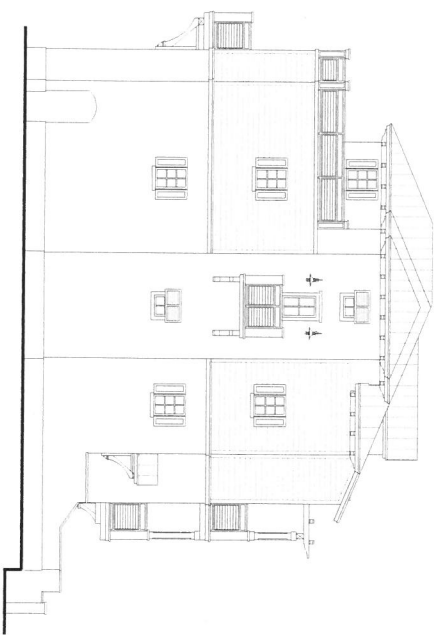
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RICHARD JONES ARCHITECTURE

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1 BUILDING TYPE 2, SIDE ELEVATION
SCALE: 1/8" = 1'-0"



2 BUILDING TYPE 2, SIDE ELEVATION
SCALE: 1/8" = 1'-0"

RICHARD JONES
ARCHITECTURE

3041 PINE AVENUE, SUITE 102
KEY WEST, FL 34290
P: 305.235.0606 F: 305.235.0606
A: 305.235.0617 | 1032600106
WWW.RJAARCHITECTURE.COM

OLD TOWN VILLAS
119-135 SIMONTON STREET
KEY WEST, FLORIDA

KEY WEST '07, LLC
42 NORTH SWINTON AVENUE, SUITE 2
DELRAY BEACH, FL 33444

FLORIDA LICENSE:

ARCHITECT: 103260106

COMMISSION # 14-001

DESIGNER: RJ

DRAWN BY: GSI

PLAN REVIEW: RJ

SUBMITTALS

ELEVATIONS

BUILDING 1

SIDE ELEVATIONS

A-5.0



BERKSHIRE HATHAWAY

HomeServices

Knight & Gardner Realty

P R E S E N T S



OLD TOWN VILLAS

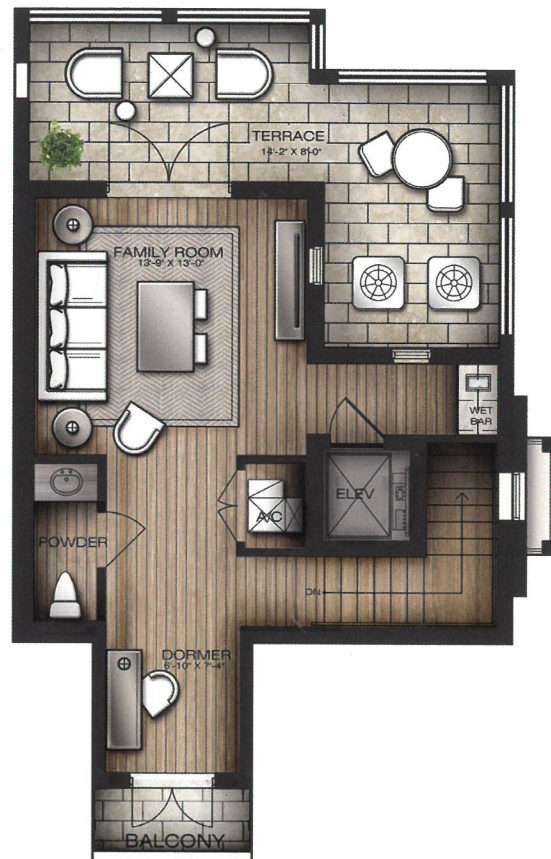
A T K E Y W E S T

Old Town Villas is a Caribbean inspired community at the corner of Greene & Simonton Streets. These luxurious townhomes are designed to blend the classic Key West Old Town style with a modern upscale atmosphere. Attractively located at the epicenter of Key West living, Old Town is recognized as the tourist, entertainment and shopping center of Key West; with fishing and other recreational water activities merely steps away. Old Town Villas will be a gated community with 20 townhomes, each featuring its own private elevator, 2-car garage, balconies on every floor and fee simple ownership.



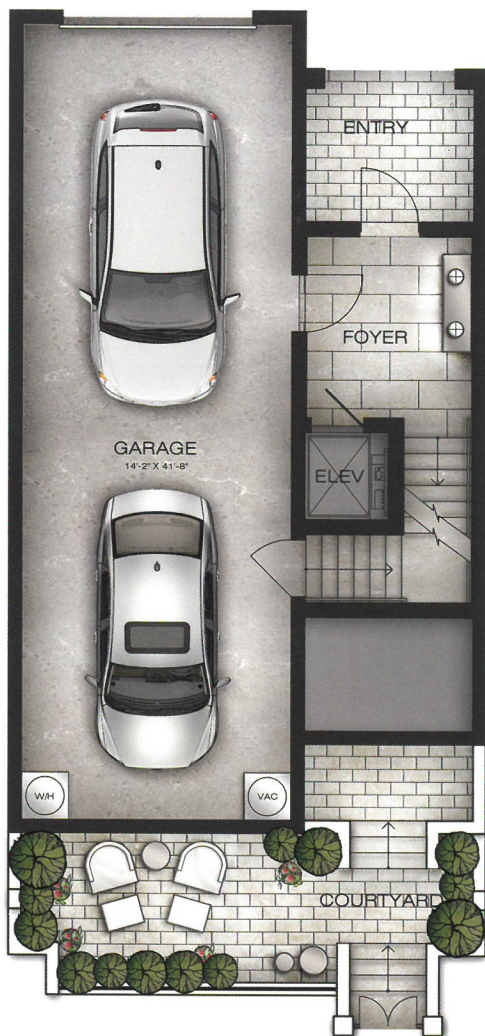
Level Two

- Master Bedroom - 14' x 16'6"
- Second Bedroom - 14' x 12'3"
- 2 Full Bathrooms with Master Whirlpool Tub
- Walk-in-Closets
- Balconies Off Each Bedroom
- Maytag Washer & Dryer



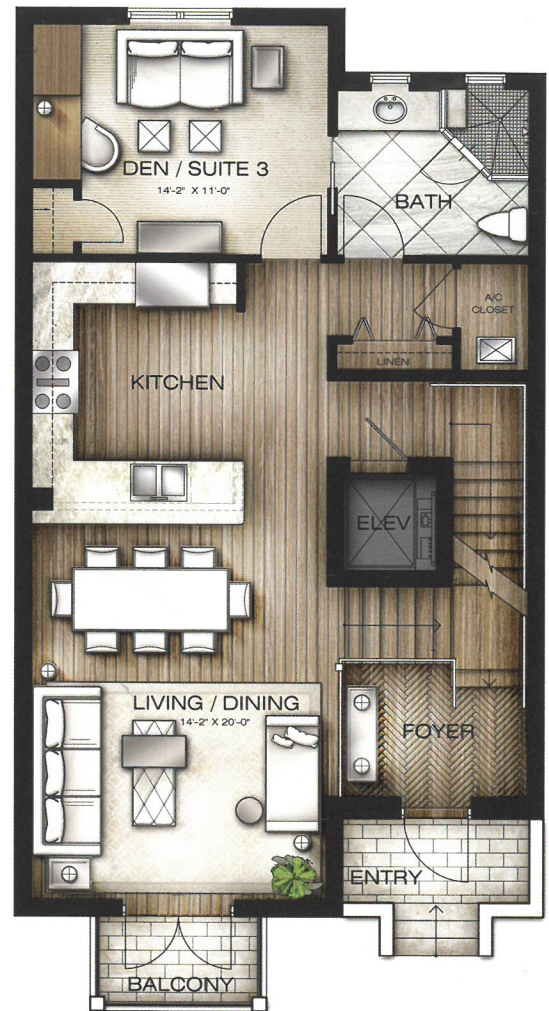
Level Three

- Family Room - 13'9" x 13'
- Powder Room
- Dormer with Balcony
- Spacious Terrace
- Wet Bar



Garage Level

- Two-Car Garage
- Courtyard
- Elevator
- Entry Foyer
- Tropical Landcaping



Level One

- Entry & Foyer
- Living/Dining Room - 14' x 18'6"
- Modern Kitchen
- Den or 3rd Bedroom - 11'8" x 11'
- Full Bathroom
- Tile or Wood Floors



Old Town Villas • 125 - 157 Simonton St. • Key West, FL 33040

- 20 Exclusive Units
- 3 Bedrooms, 3.5 Baths
- Concrete Construction
- Impact Windows & Doors
- 2-Car Garage
- Private Elevators
- In the Heart of Old Town
- Balconies on every floor
- Gated Community
- Lush Landscaping

- Pool & Cabana
- Estimated \$750/mo. covers Insurance & Maintenance for H.O.A.
- Paver Streets & Walkways
- Shaker Style Cabinets
- Kohler Faucets
- Jenn-Air Appliances or equal
- Carrier HVAC 16 SEER
- 90% Financing Available

Unit Type T-1 Interior Unit
 Garage Level AC Area - 160 SF
 Level 1 AC Area - 959 SF
 Level 2 AC Area - 959 SF
 Level 3 AC Area - 463 SF
 Total AC Area - 2,541 SF

Unit Type T-2 Exterior Unit
 Garage Level AC Area - 172 SF
 Level 1 AC Area - 974 SF
 Level 2 AC Area - 974 SF
 Level 3 AC Area - 475 SF
 Total AC Area - 2,595 SF



BERKSHIRE HATHAWAY
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