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**Historic Architectural Review Commission  
Staff Report for Item 3**

**To:** Chairman Bryan Green and Historic Architectural Review  
Commission Members

**From:** Enid Torregrosa, MSHP  
Historic Preservation Planner

**Meeting Date:** February 26, 2019

**Applicant:** T. Seth Neal, Architect

**Application Number:** H2018-0025

**Address:** #831 Georgia Street

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**Description of Work:**

Demolition of shed roof at accessory structure.

**Site Facts:**

The site in question is located on the northeast corner of Georgia and Olivia Streets. The lot has a cmu garage, which extends to 825 Georgia Street, and is located at the rear yard over both parcels. No evidence of any principal structure developed in the plan was found in the Sanborn maps.

In 2018, the city recognized one unit on the lot through a Beneficial Use Allocation System. The Tree Commission approved the relocation, removals, replanting, and replacement of trees in the site during their last public meeting held on February 12.

**Ordinances cited on review:**

- Section 102-217 (2), demolition for non-contributing or non-historic structures of the Land Development Regulations.

## Staff Analysis

The Certificate of Appropriateness proposes the demolition of a non-historic shed roof attached to the west side of the current garage structure. Although the circa 1965 photograph shows a shed roof at the location, the current one extends flush with the front elevation and is made of non-historic materials. Since the roof and its structural components in question are non-historic, section 102-218 (b) shall be apply when reviewing this application. The historic architectural review commission shall not issue permits that would result in:

- (1) *Removing buildings or structures that are important in defining the overall historic character of a district or neighborhood so that the character is diminished;*

It is staff's opinion that the removal of a non-historic shed roof and its structural components will not jeopardize the historic character of the neighborhood.

- (2) *Removing historic buildings or structures and thus destroying the historic relationship between buildings or structures and open space;*

The proposed structure to be demolished is not historic.

- (3) *Removing an historic building or structure in a complex; or removing a building facade; or removing a significant later addition that is important in defining the historic character of a site or the surrounding district or neighborhood.*

The non-historic roof and its structural components are not significant or important in defining the historic character of the site.

- (4) *Removing buildings or structures that would otherwise qualify as contributing, as set forth in section 102-62(3).*

It is staff's opinion that the structure in question will not qualify to be a contributing resource to the historic district in a near future.

In conclusion, it is staff's opinion that the Commission can consider the request for demolition of the roof and its structural components as it is consistent with the criteria for demolition stated under the Land Development Regulations. If approved, this will be the only required reading for demolition.

# APPLICATION

# HARC MAJOR PROJECTS CERTIFICATE OF APPROPRIATENESS

\$400 NON-REFUNDABLE BASE APPLICATION FEE - OTHER FEES MAY BE APPLICABLE



City of Key West

1300 WHITE STREET

KEY WEST, FLORIDA 33040

HARC COA # <b>HARC 2018-0025</b>	REVISION #	INITIAL & DATE
FLOOD ZONE <b>X</b>	ZONING DISTRICT <b>HMDR</b>	BLDG PERMIT #

**A PRE-APPLICATION MEETING WITH HARC STAFF IS REQUIRED PRIOR TO SUBMITTAL**

ADDRESS OF PROPOSED PROJECT:

NAME ON DEED:

OWNER'S MAILING ADDRESS:

APPLICANT NAME:

APPLICANT'S ADDRESS:

APPLICANT'S SIGNATURE:

831 Georgia Street Key West, FL 33040	
• 825 GEORGIA STREET LLC	PHONE NUMBER • (305) 923-5124
• 1321 ASHBY STREET KEY WEST, FL, 33040	EMAIL • terry@terrylgarcia.com
T. Seth Neal	PHONE NUMBER 305-340-8857
22972 Overseas Highway Cudjoe Key, FL 33042	EMAIL seth.neal@tsnarchitects.com
<i>T. Seth Neal</i>	DATE 12-20-18

**ANY PERSON THAT MAKES CHANGES TO AN APPROVED CERTIFICATE OF APPROPRIATENESS MUST SUBMIT A NEW APPLICATION.**

FLORIDA STATUTE 837.06: WHOEVER KNOWINGLY MAKES A FALSE STATEMENT IN WRITING AND WITH THE INTENT TO MISLEAD A PUBLIC SERVANT IN THE PERFORMANCE OF HIS OR HER OFFICIAL DUTY SHALL BE GUILTY OF A MISDEMEANOR OF THE SECOND DEGREE PUNISHABLE PER SECTION 775.082 OR 775.083. THE APPLICANT FURTHER HEREBY ACKNOWLEDGES THAT THE SCOPE OF WORK AS DESCRIBED IN THE APPLICATION SHALL BE THE SCOPE OF WORK THAT IS CONTEMPLATED BY THE APPLICANT AND THE CITY. THE APPLICANT FURTHER STIPULATES THAT SHOULD FURTHER ACTION BE TAKEN BY THE CITY FOR EXCEEDING THE SCOPE OF THE DESCRIPTION OF WORK, AS DESCRIBED HEREIN, AND IF THERE IS CONFLICTING INFORMATION BETWEEN THE DESCRIPTION OF WORK AND THE SUBMITTED PLANS, THE AFOREMENTIONED DESCRIPTION OF WORK SHALL BE CONTROLLING.

PROJECT INCLUDES: REPLACEMENT OF WINDOWS ☐ RELOCATION OF A STRUCTURE ☐ ELEVATION OF A STRUCTURE ☐

PROJECT INVOLVES A CONTRIBUTING STRUCTURE: YES ☐ NO ☐ INVOLVES A HISTORIC STRUCTURE: YES ☐ NO ☐

PROJECT INVOLVES A STRUCTURE THAT IS INDIVIDUALLY LISTED ON THE NATIONAL REGISTER: YES ☐ NO ☐

DETAILED PROJECT DESCRIPTION INCLUDING MATERIALS, HEIGHT, DIMENSIONS, SQUARE FOOTAGE, LOCATION, ETC.

GENERAL: NEW TWO STORY RESIDENCE ON VACANT LOT. THE HOUSE WILL HAVE LAP SIDING, ALUM. CLAD WINDOWS, METAL ROOF/S V-CRUMP, SHUTTERS, AND EXPOSED ROOF TAILS. THE HOUSE IS APPROX. 2,040 S.F. GROSS. THERE IS A WOOD DECK & POOL IN THE REAR YARD. THE EXISTING POOL HOUSE / ACC. STRUCTURE TO BE REMOVED ON THIS SIDE OF PROPERTY LINE, SEE PLANS.

MAIN BUILDING: SEE ABOVE DESCRIPTION.

DEMOLITION (PLEASE FILL OUT AND ATTACH DEMOLITION APPENDIX): SEE ATTACHED



APPLICATIONS MUST BE SUBMITTED IN PERSON WITH HARD COPIES BY 3PM ON THE SCHEDULED DEADLINE  
PLEASE SEND AN ELECTRONIC COPY OF ALL DOCUMENTS TO HARC@CITYOFKEYWEST-FL.GOV

ACCESSORY STRUCTURE(S): EXISTING STRUCTURE TO REMAIN. PORTION OF EXISTING BLD.  
TO BECOME A POOL HOUSE. SEE FLOOR PLAN

PAVERS: YES, ENTRY WALK AT STREET +  
DRIVEWAY STRIPS/CONCRETE

FENCES: YES, WOOD. SEE SITE PLAN & ELEVATIONS

DECKS: POOL DECK

PAINTING:

SITE (INCLUDING GRADING, FILL, TREES, ETC.):

POOLS (INCLUDING EQUIPMENT): YES, SEE SITE PLAN

ACCESSORY EQUIPMENT (GAS, A/C, VENTS, ETC.):

OTHER:

YES, SEE SITE PLAN

OFFICIAL USE ONLY:

HARC COMMISSION REVIEW

EXPIRES ON:

MEETING DATE:

☐ APPROVED ☐ NOT APPROVED ☐ DEFERRED FOR FUTURE CONSIDERATION

INITIAL:

MEETING DATE:

☐ APPROVED ☐ NOT APPROVED ☐ DEFERRED FOR FUTURE CONSIDERATION

INITIAL:

MEETING DATE:

☐ APPROVED ☐ NOT APPROVED ☐ DEFERRED FOR FUTURE CONSIDERATION

INITIAL:

REASONS OR CONDITIONS:

STAFF REVIEW COMMENTS:

Vacant lot. New construction.

FIRST READING FOR DEMO:

SECOND READING FOR DEMO:

HARC STAFF SIGNATURE AND DATE:

HARC CHAIRPERSON SIGNATURE AND DATE:

THIS APPLICATION MAY BE REVIEWED BY PLANNING DEPARTMENT STAFF.

# HARC Certificate of Appropriateness: Demolition Appendix



City of Key West

1300 WHITE STREET

KEY WEST, FLORIDA 33040

HARC COA #	INITIAL & DATE
ZONING DISTRICT	BLDG PERMIT #

ADDRESS OF PROPOSED PROJECT:

831 Georgia St. Key West, FL 33040

PROPERTY OWNER'S NAME:

825 Georgia St. LLC

APPLICANT NAME:

T. Seth Neal - Architect

I hereby certify I am the owner of record and that the work shall conform to all applicable laws of this jurisdiction. By receiving a Certificate of Appropriateness, I realize that this project will require a Building Permit approval **PRIOR to proceeding with the work outlined above** and that a final inspection is required under this application. I also understand that **any changes to an approved Certificate of Appropriateness must be submitted for review**.

 PROPERTY OWNER'S SIGNATURE	12/21/2018 DATE AND PRINT NAME	TERRY LEE GARCIA DATE AND PRINT NAME
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## DETAILED PROJECT DESCRIPTION OF DEMOLITION

Removal of existing low slope, shed roof and low curve brick/block wall from existing accessory structure. The portions to be removed are prior additions to the structure.

## CRITERIA FOR DEMOLITION OF CONTRIBUTING OR HISTORIC STRUCTURES:

Before any Certificate of Appropriateness may be issued for a demolition request, the Historic Architectural Review Commission must find that the following requirements are met (please review and comment on each criterion that applies);

- (1) If the subject of the application is a contributing or historic building or structure, then it should not be demolished unless its condition is irrevocably compromised by extreme deterioration or it does not meet any of the following criteria:

(a) The existing condition of the building or structure is irrevocably compromised by extreme deterioration.

The portion of the accessory structure to be removed is a non-historic addition. The structure has been compromised over many additions.

- (2) Or explain how the building or structure meets the criteria below:

(a) Embodies no distinctive characteristics of a type, period, or method of construction of aesthetic or historic significance in the city and is not a significant and distinguishable building entity whose components may lack individual distinction.

The portion to be removed is a shed roof, low slope that is non-historic and has been added. Also a low curve brick wall that is not historic

Nothing in this application is intended to alter the authority of the Building Official to condemn for demolition dangerous buildings, as provided in Section 102-218 of the Land Development Regulations and Chapter 14 of the Code of Ordinances.

(b) Is not specifically associated with events that have made a significant contribution to local, state, or national history.

No

(c) Has no significant character, interest, or value as part of the development, heritage, or cultural characteristics of the city, state or nation, and is not associated with the life of a person significant in the past.

No

(d) Is not the site of a historic event with significant effect upon society.

No

(e) Does not exemplify the cultural, political, economic, social, or historic heritage of the city.

No

(f) Does not portray the environment in an era of history characterized by a distinctive architectural style.

No

(g) If a part of or related to a square, park, or other distinctive area, nevertheless should not be developed or preserved according to a plan based on the area's historic, cultural, natural, or architectural motif.

No

(h) Does not have a unique location or singular physical characteristic which represents an established and familiar visual feature of its neighborhood or of the city, and does not exemplify the best remaining architectural type in a neighborhood.



Nothing in this application is intended to alter the authority of the Building Official to condemn for demolition dangerous buildings, as provided in Section 102-218 of the Land Development Regulations and Chapter 14 of the Code of Ordinances.

No

(i) Has not yielded, and is not likely to yield, information important in history.

No

#### CRITERIA FOR DEMOLITION OF NON-CONTRIBUTING OR NON-HISTORIC STRUCTURES:

The following criteria will also be reviewed by the Historic Architectural Review Commission for proposed demolitions. The Commission shall not issue a Certificate of Appropriateness that would result in the following conditions (please review and comment on each criterion that applies);

(1) Removing buildings or structures that are important in defining the overall historic character of a district or neighborhood so that the character is diminished.

Non historic & does not exemplify the historic character of the neighborhood or district.

(2) Removing historic buildings or structures and thus destroying the historic relationship between buildings or structures and open space.

Non historic portion to be removed

(3) Removing an historic building or structure in a complex; or removing a building facade; or removing a significant later addition that is important in defining the historic character of a site or the surrounding district or neighborhood.

No

(4) Removing buildings or structures that would otherwise qualify as contributing.

Non contributing

This Instrument Prepared By and Return To:

Gregory S. Oropeza, Esq.  
Oropeza, Stones & Cardenas, PLLC  
221 Simonton Street  
Key West, FL 33040

**DECLARATION OF PARTY WALL AND  
RECIPROCAL EASEMENT AGREEMENT**

THIS AGREEMENT is made on this 51 day of December, 2018, by and between the parties, 825 GEORGIA STREET, LLC, a Florida limited liability company (hereinafter "825 Georgia"), and WALER MORRIS JUSTICE, II and BETINA JUSTICE (hereinafter "Justice") (collectively referred to as the "Parties" and sometimes referred to as "Owner, Owners or owner").

**RECITALS**

WHEREAS, Justice is the owner of real property located at 825 Georgia Street, Key West, Florida, which property is more particularly described as follows:

**Lot 3, of Square Five (5), of Tract Seven (7), of the City of Key West, County of Monroe, State of Florida, according to a Plat drawn by T.J. Ashe, dated August 25<sup>th</sup>, 1886, as recorded in Plat Book No. 1, Page 22, of the Monroe County, Florida Public Records**

(hereinafter "825 Georgia"); and

WHEREAS, 825 Georgia is the owner of real property located at 831 Georgia Street, Key West, Florida, which property is more particularly described as follows:

**Lot 4, of Square Five (5), of Tract Seven (7), of the City of Key West, County of Monroe, State of Florida, according to a Plat drawn by T.J. Ashe, dated August 25<sup>th</sup>, 1886, as recorded in Plat Book No. 1, Page 22, of the Monroe County, Florida Public Records**

(hereinafter "831 Georgia"); and

WHEREAS, the cottage which traverses over the rear property line of 825 Georgia and 831 Georgia as shown on the survey attached hereto as Exhibit A ("the Cottage") has a common party wall which runs along the boundary line bisecting 825 Georgia and 831 Georgia (the "Party Wall"); and

WHEREAS, the parties desire to enter into this Agreement for the purposes of establishing the rights and responsibilities with respect to the Cottage including, but not limited to, the common party wall, common structures or utilities, if any, and easements for access, utilities and repair, and maintenance, among other things; and

NOW, THEREFORE, in consideration of the mutual promises and conditions contained herein

and other good and valuable consideration, the Parties, intend to be legally bound hereby, and agree as follows:

IT IS HEREBY AGREED AS FOLLOWS:

1. RECITALS. The above Recitals are true and correct, and are incorporated into this Agreement by reference.

2. RECORDED DOCUMENT. The parties agree that this document shall be recorded in the Public Records of Monroe County, Florida, and shall have a perpetual existence, unless terminated pursuant to this Agreement. Both parties intend that this Agreement shall run with the land, and shall inure to both parties' successors in title, until terminated as provided herein.

3. DECLARATION OF PARTY WALL. It is hereby declared that the Party Wall constructed along the common boundary between 825 Georgia and 831 Georgia which divides the Cottage, as more particularly reflected in the survey attached hereto as Exhibit B, shall be legal deemed a common party wall in all respects and shall be subject to the covenants, conditions and restrictions set forth in this Declaration. Nothing contained in in this Declaration will operate to convey to any owner the fee to any part of the subject property owned by the other owner.

4. USE OF PARTY WALL. Each owner shall have the full right to use the Party Wall as support for the Cottage. Further, each owner shall have the right to use the Party Wall for the insertion or attachment of beams and other structural finishing materials, except as otherwise provided herein. However, any use of the Party Wall by an owner must not in any way injure or impair the adjoining owner's property and must not impair the Party Wall's benefits and support to which the adjoining owner's property is entitled, unless the other owner consents in writing to such use and said use is consistent with the building codes and requirements of the City of Key West. An owner may not be permitted to place any windows or doors in the Party Wall.

5. MAINTENANCE OF PARTY WALL. When the need arises for repair or maintenance of any part of the Party Wall, the repair costs will be divided equally between the owners.

6. EASEMENT FOR COMMON PARTY WALL AND COMMON UTILITIES. The Parties and all subsequent owners, including contractors, licensees and/or agents shall have a perpetual easement for reasonable access, upon reasonable notice, in that part of the property of the other owner on which the Party Wall or any common utilities are located, as may be necessary or desirable to carry out the purpose and intent of this Agreement.

7. DAMAGE AND DESTRUCTION TO PARTY WALL OR COMMON UTILITIES.

a. In the event of damage or destruction of the Party Wall or any common utilities from any causes, other than the negligence of either Owner, or as otherwise provided in



this Agreement, the Parties shall at joint and equal expense, repair or rebuild the Party Wall and any common utilities on the same spot and on the same line, and be of the same size, and of the same or similar material and of like quality with the present Party Wall or any present common utilities. The parties agree that repairs and reconstruction of the Party Wall and any common utilities shall be undertaken wherever a condition exists which may result in damage or injury to any person or property if repair or reconstruction work is not undertaken. Either owner, upon discovering the possibility of damage or destruction, shall notify the other of the nature of the damage, the work required to remedy the situation, and the estimated cost of the repair or reconstruction. The other owner shall have twenty (20) days from the receipt of the notice to either object to the repairs or reconstruction or to pay its share of the cost of the work. However, in the event of an emergency (i.e., a condition that is immediately threatening to the safety of persons or property), the other owner shall have three (3) days from the receipt of the notice, which notice shall state that an emergency exists, either to object to the repairs or reconstruction or to pay the owner's share of the costs of the work. To the extent that one owner's portion of the Party Wall is damaged (i.e., such as the interior sheetrock, paint, wallpaper or trim attached to the Party Wall) and the other owner's portion is not damaged, then the owner of the damaged portion of the Party Wall shall repair their portion of the Party Wall at its own cost and expense.

b. In the event of damage or destruction of the Party Wall which cannot be repaired independently which damage results from any causes, other than the negligence of either owner, the then owners shall, at joint and equal expense, repair or rebuild the Party Wall. Each owner shall be solely responsible for any repairs, maintenance or restoration, and cost thereof, to its own property and all other improvements and structures which do not involve the Party Wall.

c. If either owner's negligence shall cause damage to or destruction of the Party Wall, the negligent owner shall bear the entire cost of repair or reconstruction.

d. If either owner shall neglect or refuse to pay the owner's share, or all of the cost in case of negligence, the other owner may have the Party Wall repaired or restored and shall be entitled to record a claim of lien on the property of the owner failing to pay for the amount of such defaulting owner's share of the repair or replacement cost or may elect to pursue any other legal or equitable remedies available under Florida law.

8. RECONSTRUCTION OF COTTAGE STRUCTURE. If either owner desires to reconstruct all or part of the owner's portion of the Cottage lying on the owner's property, or do anything which will impact the Party Wall, or if one owner desires to undertake any construction activity which requires a building permit to be signed by both owners, such owner shall notify the other owner in writing prior to submitting its permit application, and shall include the proposed plans for reconstruction in such

written notice. Each owner agrees that it shall pay any and all costs of its own reconstruction. If applicable law or the City of Key West requires the joinder of both owners in the application for any permit, the owner seeking to permit any reconstruction must obtain the approval and joinder of the other owner, which approval must not be unreasonably withheld. If the other owner does not agree to join in the permit, then the owners agree to submit the dispute to mediation within thirty (30) days of the initial written notification. The cost of the mediation shall be split evenly between the owners. If an agreement cannot be reached in mediation, either party may file an action in Monroe County Circuit Court having jurisdiction. The prevailing party shall be entitled to reasonable attorney fees and costs.

9. EXTENSION OF PARTY WALL. Neither owner of 825 Georgia nor 831 Georgia may extend the Party Wall either horizontally or vertically or make an extension of a lesser or greater thickness than that of the original Party Wall, without the written consent of the other owner; it being the intention that the Party Wall shall at all times remain in the same position as erected.

10. EXTERIOR DECORATION. The exterior of the Cottage shall be painted with a uniform color. Should the owners wish to modify the existing color or decoration, the owners must mutually agree in writing to such changes.

11. INSURANCE. Each owner shall be required to obtain and maintain general liability and fire hazard insurance for their portion of the Cottage on their respective side of the Party Wall in an amount equal to one hundred percent (100%) of the full replacement value thereof and must, at a minimum, self-insure against windstorm damage.

12. TERMINATION OF AGREEMENT. The Parties agree that this Agreement shall be perpetual and run with the land unless terminated in writing and executed by the Parties, or their/his/her/its successors, heirs and/or assigns.

13. INDEMNIFICATION. In consideration of the rights and privileges of this Agreement, the Parties agree to indemnify each other from any and all liability associated with the use of the property on their side of the Party Wall including use by their respective guests, invitees and licensees.

14. EFFECT OF DISPUTES. CONDITION PRECEDENT TO ACTION AND ATTORNEY'S FEES. Any party to this Agreement who challenges the effect or validity of a material term of this Agreement in Court shall, if such challenge is unsuccessful, be liable to every other party hereto for the amount of reasonable attorneys' fees and costs incurred by each other party in defending against or answering such challenge. For purposes of this provision, a challenge shall be treated as unsuccessful if the challenge to the effect or validity of such term by the challenging party is denied by the Court, or if such challenge fails for want of prosecution, or is dismissed with prejudice for any reason, or is settled by the parties in a manner which denies the challenging party the relief sought.

15. AMENDMENT. This Party Wall Agreement may only be amended in a writing signed

by all parties hereto, or their successors in title.

16. SEVERABILITY. If any provision of this Party Wall Agreement is held to be illegal, invalid or unenforceable under present or future laws effective during the term hereof, such provision shall be fully severable, this Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part hereof and the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision or by its severance therefrom. Furthermore, in lieu of such illegal, invalid or unenforceable provision there shall be added automatically as a part of this Agreement a provision as similar in terms to such illegal, invalid or unenforceable provision as may be possible and be legal, valid and enforceable.

17. WAIVER. Any forbearance, failure or delay by any of the parties to this Party Wall Agreement to exercise any rights, powers or remedies hereunder shall not be deemed to be a waiver of such rights, powers or remedies, any single or partial exercise of any right, power or remedy hereunder shall not preclude the further exercise hereof; and every right, power or remedy of either party shall continue in full force and effect until such right, power, or remedy is specifically waived by an instrument in writing executed by such party.

18. GOVERNING LAW AND VENUE. This Party Wall Agreement and all of its terms and conditions shall be governed by and interpreted under the laws of the State of Florida. Venue for any litigation brought or held because of this Agreement, to enforce or interpret the terms and conditions stated herein, shall be in Key West, Monroe County, Florida.

19. COMPLETE AGREEMENT. This Agreement contains the entire understandings of the parties with respect to its subject matter. There are no restrictions, promises, warranties, covenants or undertakings other than as expressly set forth herein. This Agreement supersedes all prior agreements (oral and written) and understandings between the parties relative to the matters addressed herein.

20. INTERPRETATION. Each of the parties has participated jointly in the negotiation and drafting of this Party Wall Agreement. In the event an ambiguity or question of intent or interpretation arises, this Party Wall Agreement shall be construed as if drafted jointly by the parties, and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

IN WITNESS WHEREOF, the parties have executed this easement the date above written.

*Signed sealed and delivered in the presence of:*

Gregory Oropeza  
Witness Signature  
Gregory Oropeza  
Printed Name  
Tenna Stauffer  
Witness Signature  
TENNA STAUFFER  
Printed Name

825 GEORGIA STREET, LLC, a Florida limited liability company

By: Terry L. Garcia  
Terry L. Garcia, Manager

STATE OF FLORIDA :

COUNTY OF MONROE :

I HEREBY CERTIFY that on this day personally appeared before me, an officer duly authorized to administer oaths and take acknowledgments, TERRY L. GARCIA, as Manager of 825 Georgia Street, LLC, a Florida limited liability company, who is personally known to me to be the individual described in and who executed the foregoing instrument, or who produced as identification, and he acknowledged before me that he executed the same freely and voluntarily for the purposes therein expressed.

WITNESS my hand and official seal at Key West, County of Monroe  
State of Florida, this 31st day of December, 2018.

Gregory Oropeza  
Printed Name of Notary  
NOTARY PUBLIC

My Commission Expires:



Signed sealed and delivered in the presence of:

Gregory Oropeza  
Witness Signature  
Gregory Oropeza  
Printed Name  
Terry A. Clark  
Witness Signature  
Terry A. Clark  
Printed Name

By: Walter Morris Justice, II  
Walter Morris Justice, II  
By: Betina Justice  
Betina Justice

STATE OF Florida :  
COUNTY OF Monroe :

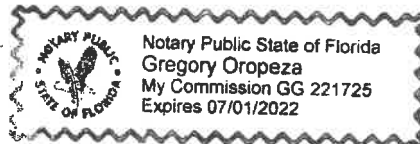
I HEREBY CERTIFY that on this day personally appeared before me, an officer duly authorized to administer oaths and take acknowledgments, Walter Morris Justice, II and Betina Justice who is personally known to me to be the individual described in and who executed the foregoing instrument, or who produced drivers licenses as identification, and he acknowledged before me that he executed the same freely and voluntarily for the purposes therein expressed.

WITNESS my hand and official seal at Key West, County of Monroe  
State of Florida, this 31st day of December, 2018.

Printed Name of Notary

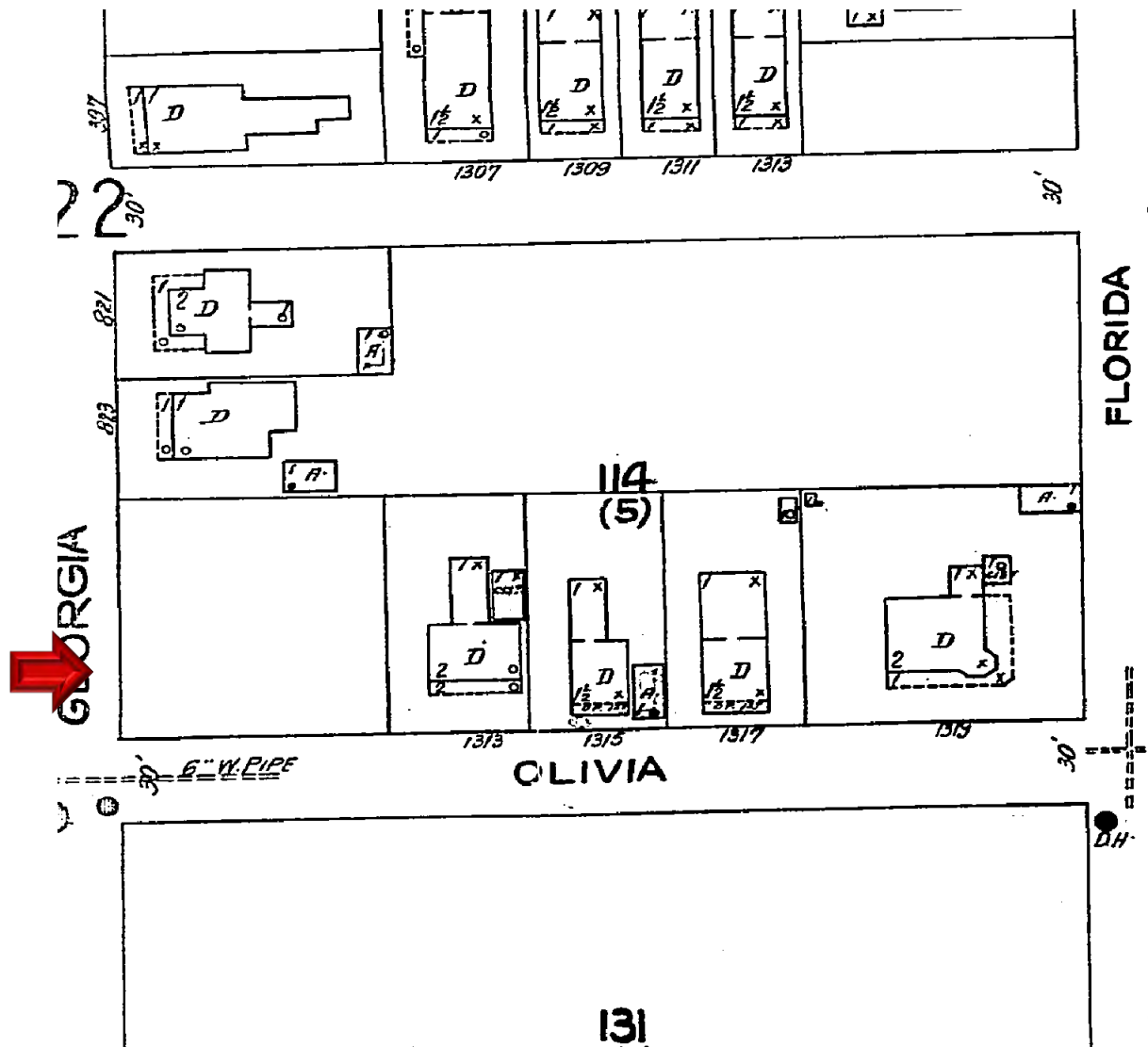
92  
NOTARY PUBLIC

My Commission Expires:

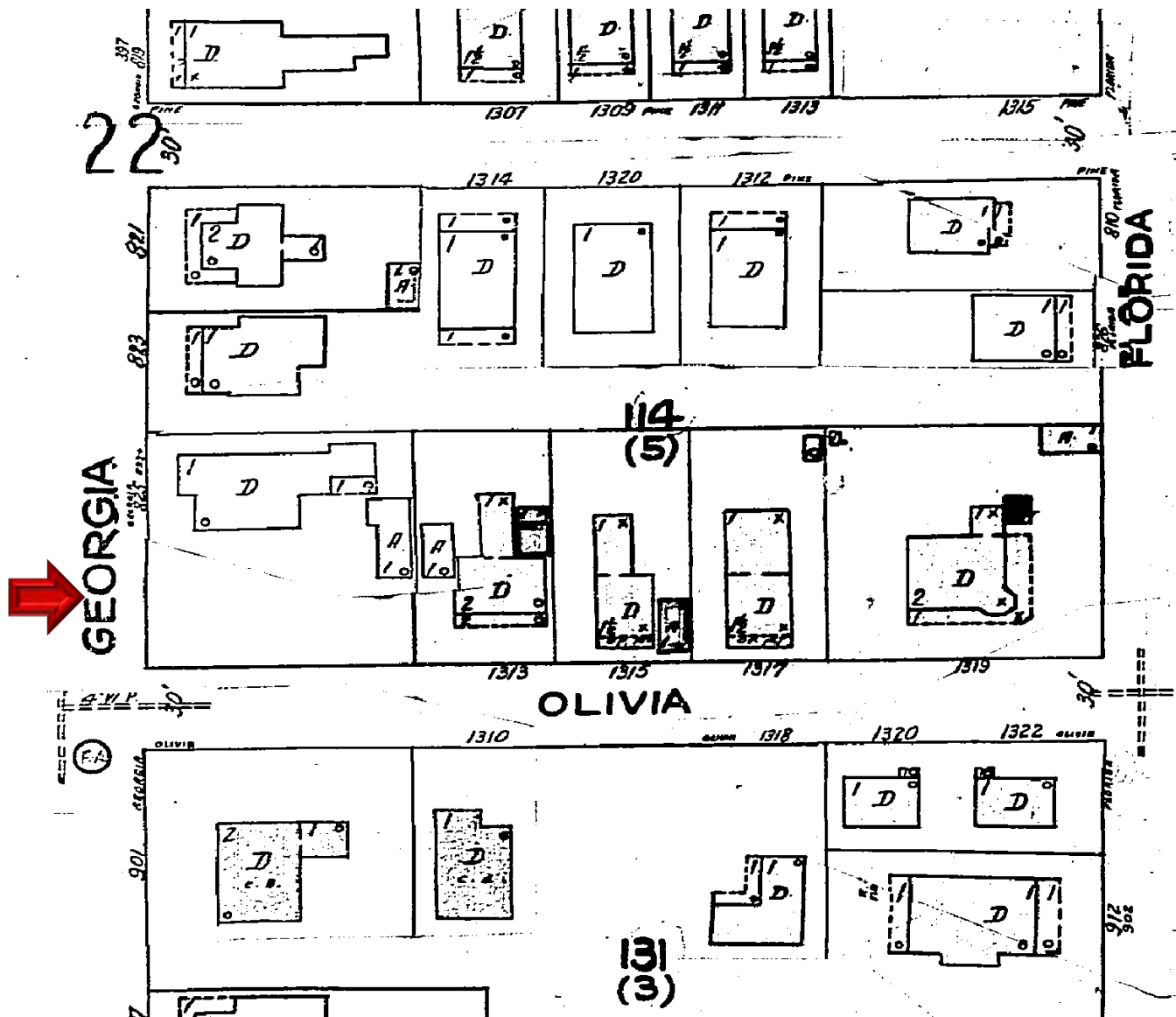


# SANBORN MAPS





1926 Sanborn Map



1948 Sanborn Map



# PROJECT PHOTOS



**825-831 Georgia Street Accessory structure facing Olivia Street. Monroe County Library.**









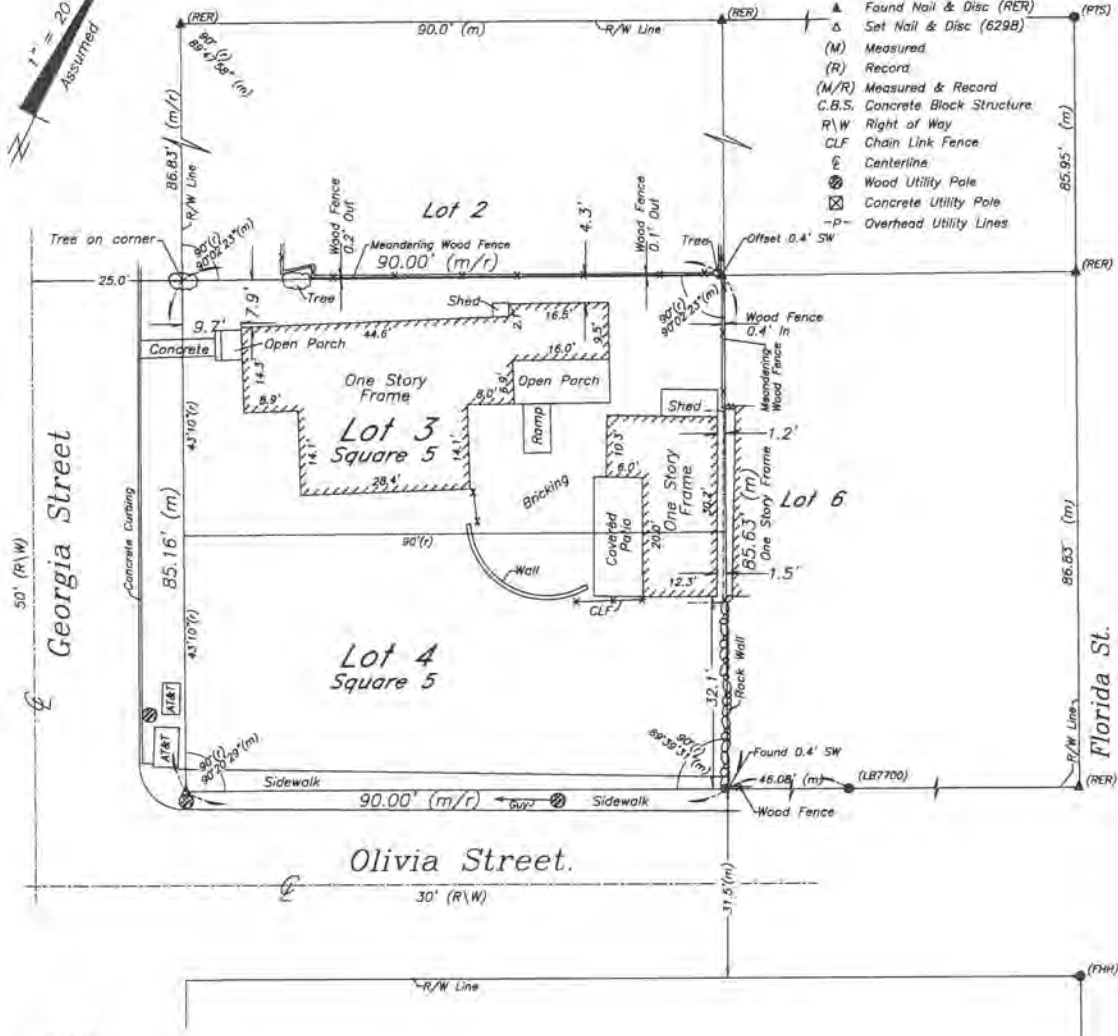
# SURVEY



# Boundary Survey Map of Lots 3 & 4, Square 5, Tract 7, Island of Key West, FL

## LEGEND

- ⊙ Found 1/2" Iron Pipe (No ID)
- ⊙ Set 3/4" Iron Pipe w/cap (6298)
- Found 1/2" Iron Rod (as noted)
- ▲ Found Nail & Disc (RER)
- △ Set Nail & Disc (6298)
- (M) Measured
- (R) Record
- (M/R) Measured & Record
- C.B.S. Concrete Block Structure
- R/W Right of Way
- CLF Chain Link Fence
- ⊕ Centerline
- ⊕ Wood Utility Pole
- ⊕ Concrete Utility Pole
- P- Overhead Utility Lines



## NOTES:

1. The legal description shown hereon was furnished by the client or their agent. This survey does not determine or imply ownership.
2. Underground foundations and utilities were not located.
3. All angles are 90° (Measured & Record) unless otherwise noted.
4. Street address: 825 Georgia Street, Key West, FL.
5. This survey is not valid without the signature and the original raised seal of a Florida licensed surveyor and mapper.
6. Lands shown hereon were not abstracted for rights-of-way, easements, ownership, or other instruments of record.
7. North Arrow is assumed and based on the legal description.
8. Date of field work: January 4, 2018
9. Ownership of fences is undeterminable, unless otherwise noted.
10. Adjoiners are not furnished.
11. All bricking and concrete is not shown.

BOUNDARY SURVEY OF: Lots Three (3) and Four (4), of Square Five (5), of Tract Seven (7), of the City of Key West, County of Monroe, State of Florida, according to a Plat drawn by T.J. Ashe, dated August 25th, 1886, as recorded in Plat Book No. 1, Page 22, of the Monroe County, Florida Public Records.

BOUNDARY SURVEY FOR: Terry Garcia;

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

J. LYNN O'FLYNN, INC.

J. Lynn O'Flynn, PSM  
Florida Reg. #6298  
January 12, 2018

THIS SURVEY  
IS NOT  
ASSIGNABLE

J. LYNN O'FLYNN, Inc.



Professional Surveyor & Mapper  
PSM #6298

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

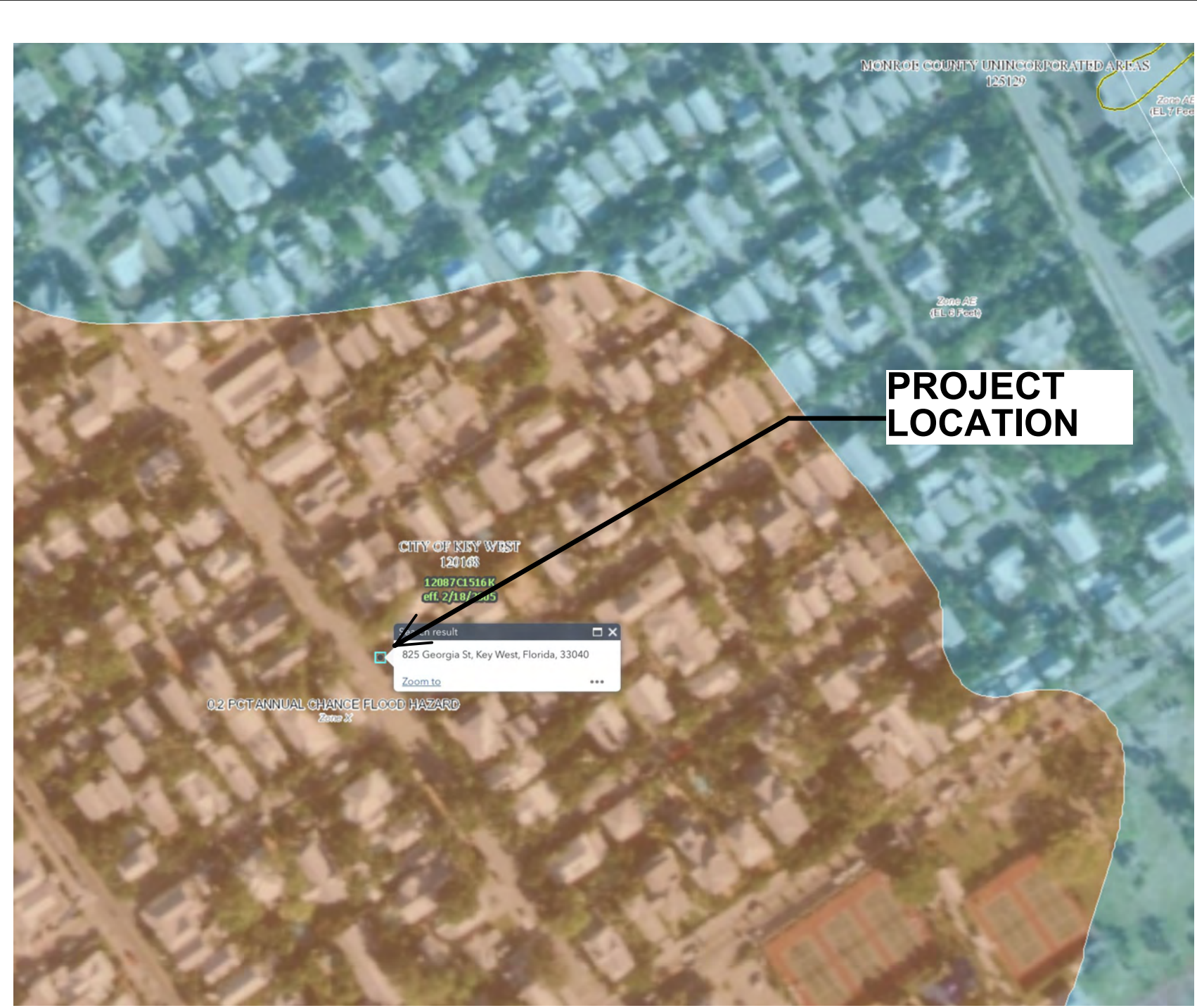
# PROPOSED DESIGN



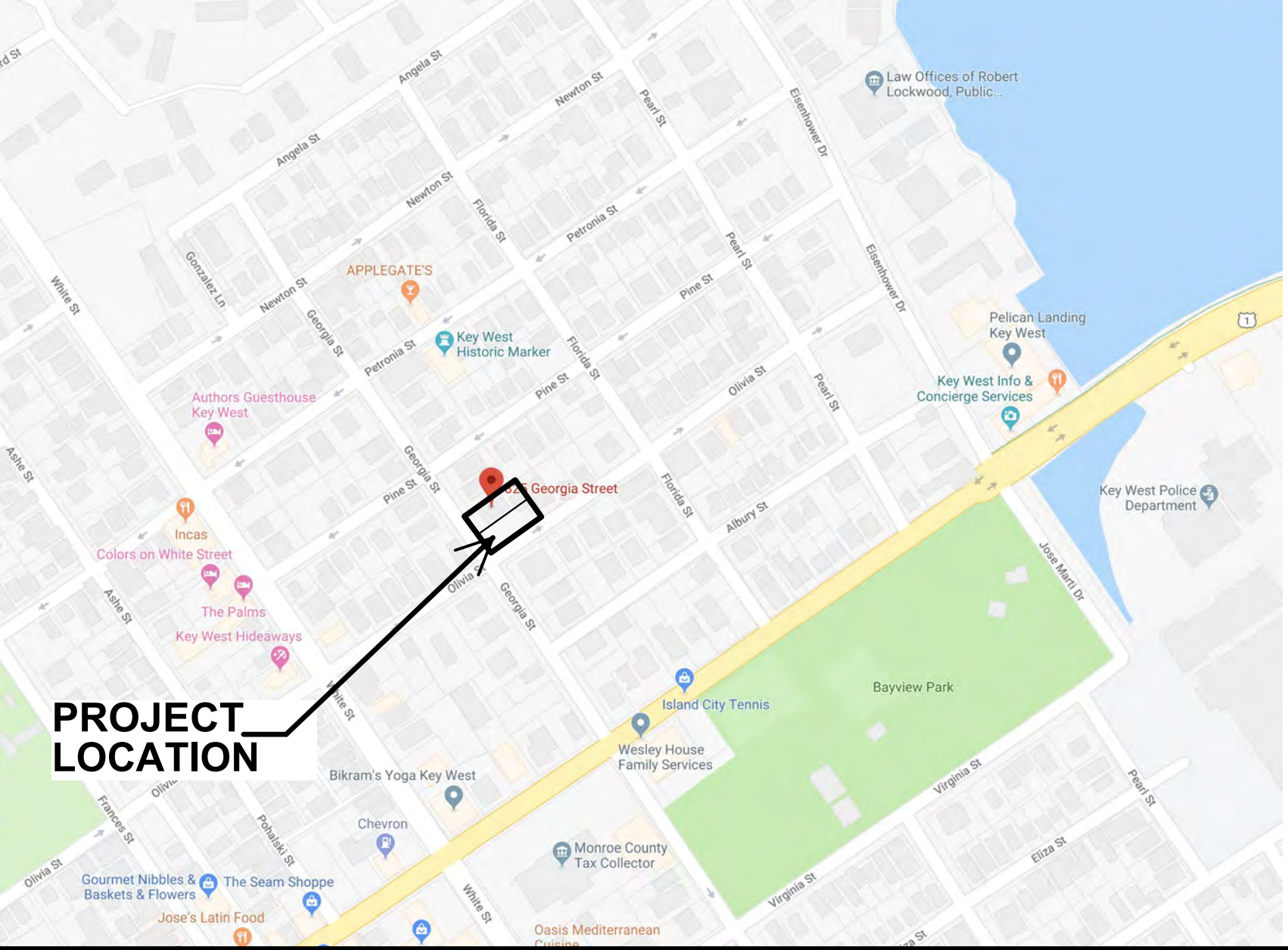
SITE DATA831 GEORGIA ST.

ITEM	EXISTING	REQ. PER LDR	PROPOSED	REMARK
DISTRICT	HMDR	HMDR	HMDR	HISTORIC MEDIUM DENSITY RESIDENTIAL
SITE AREA	3,843 SQ. FT.	4,000 SQ. FT.	EXISTING	EXISTING
LOT SIZE	42'-7" X 90' ANGLES TO 42'-9 3/4" X 90'	40' X 90' (MIN)	EXISTING	EXISTING
IMPERVIOUS	250 SQ. FT.	2,306 (60% MAX)	2,050 SQ. FT. (53%)	CONFORMS
OPEN SPACE	3,584 SQ. FT.	1,086 (35% MIN)	1,483 SQ. FT. (39%)	CONFORMS
BUILDING COV.	250 SQ. FT.	1,537 (40% MAX)	1460 SQ. FT. (38%)	CONFORMS
ACCESSORY STRUCTURE REAR YARD COV.	856 SQ. FT. REAR YARD AREA	(30% MAX COV.) 257 SQ. FT. REAR YARD AREA	165 SQ.FT. (19%) EXISTING	CONFORMS
FRONT YARD 50% GREEN SPACE COV.	426 SQ. FT. FRONT YARD AREA	213 SQ FT (50% MIN)	384 SQ. FT. (90%)	CONFORMS
SETBACKS. (NEW RESIDENCE)				
NORTH SIDE SETBACK	-	5'	5'	CONFORMS
SIDE STREET SETBACK (OLIVIA ST.)	-	7'-6"	11'-6"	CONFORMS
REAR SETBACK	-	15'	29'-5 1/2"	CONFORMS
FRONT SETBACK GEORGIA ST	-	10'	10'-10"	CONFORMS
BUILDING HEIGHT	-	30'	25'-2 1/2"	CONFORMS

FEMA MAP FLOOD ZONE X



SITE LOCATION MAP



DESIGN NOTES:

THE NEW STRUCTURE IS DESIGNED TO MEET THE FOLLOWING:  
FBC 2017 - RESIDENTIAL (FBC-R)  
A.S.C.E. 24-05 REGULATIONS  
PER FBC 07/ASCE 07-10  
EXPOSURE "D"  
LIVE LOAD 40 PSF  
WIND LOAD 180 M.P.H.  
SEE STRUCTURAL DRAWINGS, SHEET S-1

GENERAL NOTES:

- DO NOT SCALE ANY DRAWING.
- WRITTEN DIMENSIONS HAVE PRECEDENCE OVER SCALED DIMENSIONS. LARGER SCALE DETAILS HAVE PRECEDENCE OVER SMALLER SCALE DETAILS. ANY DISCREPANCIES ARE TO REPORTED TO ARCHITECT PRIOR TO CONSTRUCTION.
- CONSULT THE ARCHITECT IN THE EVENT ANY ITEM OF WORK NECESSARY FOR THE PROPER COMPLETION OF THE PROJECT IS NOT SPECIFICALLY COVERED IN THE DRAWINGS.
- ALL WORK SHALL BE OF SUPERIOR QUALITY PERFORMED IN A MANNER CONSISTENT WITH INDUSTRY STANDARDS, ALL BUILDING CODE REQUIREMENTS AND IN A PROFESSIONAL MANNER BY MECHANICS SKILLED AND LICENSED IN THEIR RESPECTIVE TRADES.
- ALL MANUFACTURED ARTICLES, MATERIALS AND EQUIPMENT SHALL BE APPLIED, INSTALLED, ERECTED AND CONNECTED IN ACCORDANCE WITH MANUFACTURER'S DIRECTIONS AND RECOMMENDATIONS.
- ANY DISCREPANCIES BETWEEN DRAWINGS, LOCAL CODES, BUILDING INSPECTOR REQUIREMENTS AND/OR EXISTING CONDITIONS SHALL BE REFERRED TO THE ARCHITECT FOR RESOLUTION. ALL DIMENSIONS AND CONDITIONS OF EACH TRADE ARE TO BE VERIFIED PRIOR TO COMMENCEMENT OF CONSTRUCTION OR THE WORK OF EACH SPECIFIC TRADE.
- ALL WORK SHALL CONFORM TO THE REQUIREMENTS OF MUNICIPAL, LOCAL, FEDERAL AND STATE LAWS, AS WELL AS ANY OTHER GOVERNING REQUIREMENTS, AND CONVENTIONAL GUIDELINES, WHETHER OR NOT SPECIFIED ON THE DRAWINGS.
- ALL DAMAGED AND DEFECTIVE MATERIAL AND WORKMANSHIP IN CONNECTION WITH THE WORK SHALL BE REMOVED, REPLACED, AND RECTIFIED.
- ALL LEGALLY REQUIRED APPROVALS AND PERMITS NECESSARY FOR THE EXECUTION AND COMPLETION OF THE WORK SHALL BE OBTAINED.
- ALL TIE-INS AND UTILITY SERVICES ARE TO BE COORDINATED WITH THE RESPECTIVE UTILITY COMPANY.
- ALL CONSTRUCTION DEBRIS SHALL BE REMOVED PRIOR TO THE COMPLETION OF THE PROJECT.
- ALL EXISTING TREES, SHRUBS, VEGETATION, AND LANDSCAPE ELEMENTS OR FEATURES ADJACENT TO AND IN THE VICINITY OF THE BUILDING AND STAGING AREAS SHALL BE PROTECTED DURING THE ENTIRE PERIOD OF CONSTRUCTION.
- ANY REVISIONS MUST BE APPROVED BY: ARCHITECT PRIOR TO TO CONSTRUCTION.
- ALL DRAWINGS, SPECIFICATIONS AND RELATED DOCUMENTS ARE THE COPYRIGHT PROPERTY OF THE ARCHITECT AND ENGINEER. DRAWINGS, SPECIFICATIONS AND RELATED DOCUMENTS ARE FOR USE ON THIS PROJECT ONLY AND USE OR REPRODUCTION OF A PART OR WHOLE IS FORBIDDEN WITHOUT THE ARCHITECT'S AND ENGINEER'S WRITTEN PERMISSION THIS DRAWING IS NOT TO BE USED FOR CONSTRUCTION UNTIL SEALED AND SIGNED BY THE ARCHITECT/ENGINEER.

DRAWING SCHEDULE:

T1.1	TITLE, SITE DATA & PROJECT INFO
C1.1	SURVEY & EXISTING SITE /DEMO. PLAN
EX1.1	EXISTING FLOOR PLANS, ELEVATIONS & DEMOLITION PLAN
A1.0	PROPOSED SITE PLAN
A1.1	PROPOSED FLOOR PLANS
A1.2	STREETSCAPE - OLIVIA STREET
A1.3	STREETSCAPE - GEORGIA STREET
A2.1	PROPOSED ELEVATIONS

SCOPE OF WORK:

NEW RESIDENCE & RENOVATION OF EXISTING STRUCTURE WITH NEW POOL & DECK AT THE REAR YARD OF 831 GEORGIA STREET.



A NEW RESIDENCE FOR  
KWRH LLC  
831 GEORGIA STREET  
KEY WEST , FL 33040

T.S. NEAL  
ARCHITECTS INC.  
22972 OVERSEAS HWY  
CUDJOE KEY, FL  
33042  
305-340-8857  
251-422-9547

A NEW RESIDENCE FOR  
KWRH LLC  
831 GEORGIA ST.  
KEY WEST, FL 33040

DRAWING TITLE:  
TITLE & PROJECT  
INFORMATION

DRAWN: ESDA/TSN  
CHECKED: -  
DATE: 12-20-2018

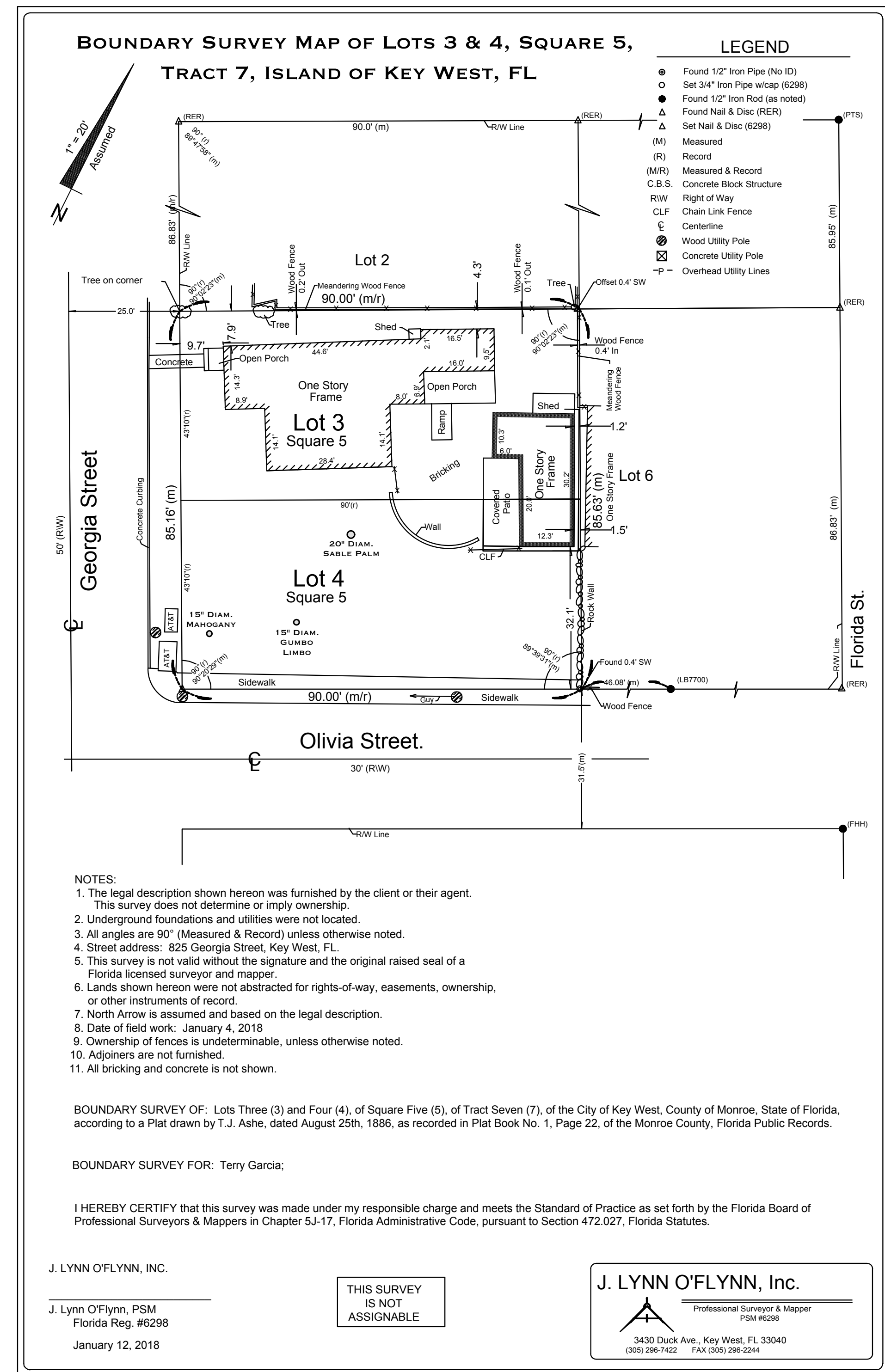
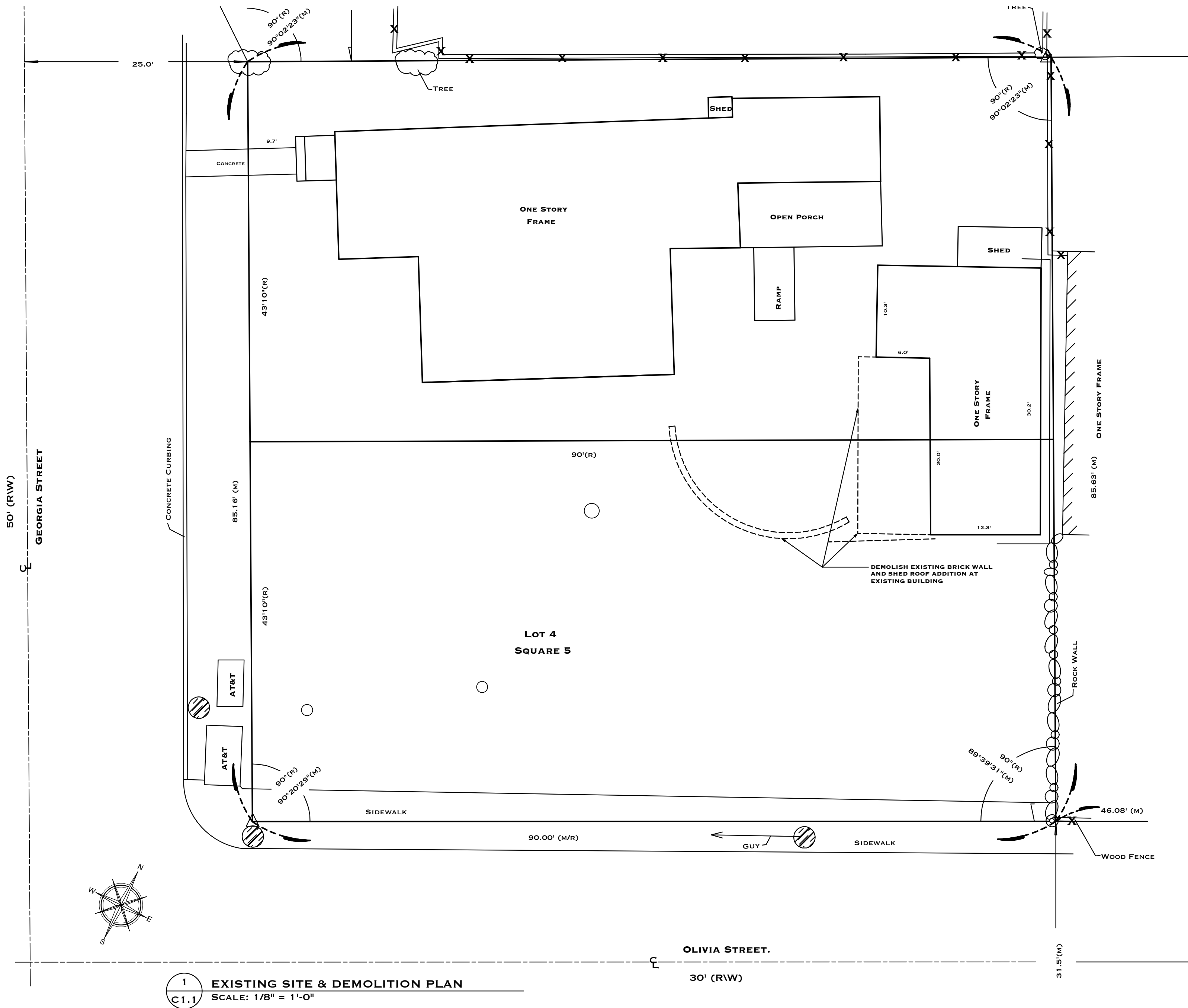
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-	-

REVISION #	DATE

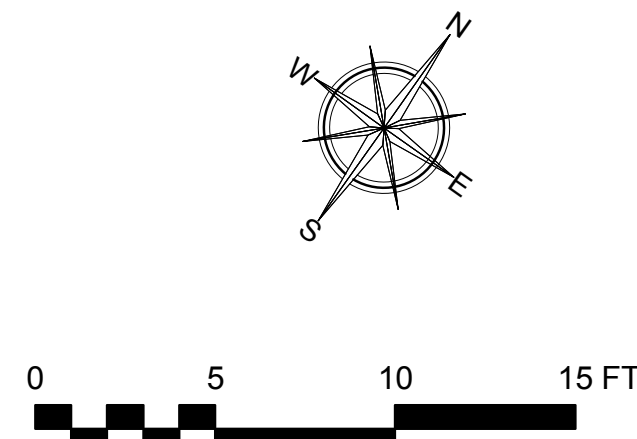
T1.1  
SHEET #

T S N  
T. S. NEAL ARCHITECTS, INC.





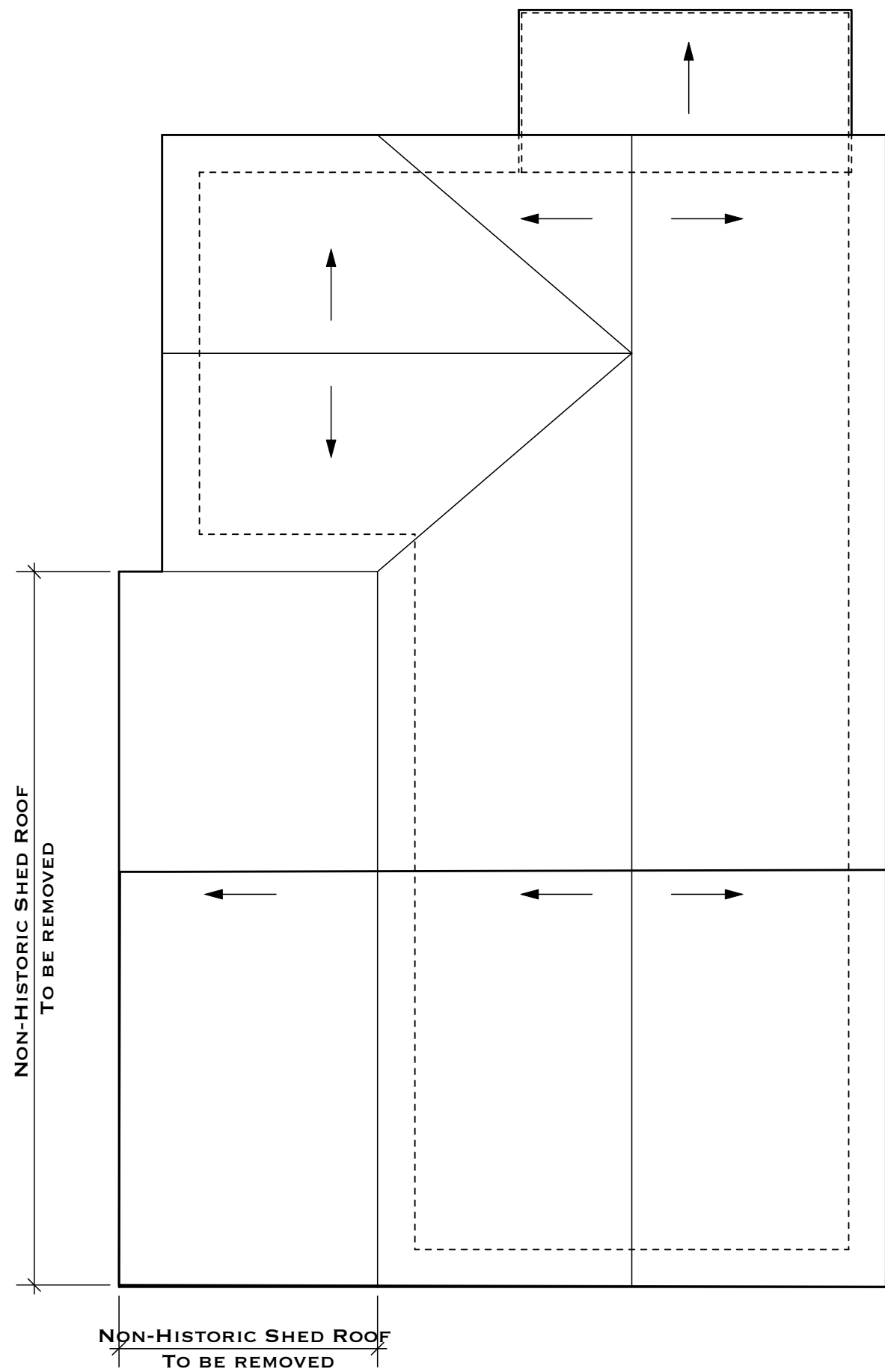
SURVEY PROVIDED BY OWNER



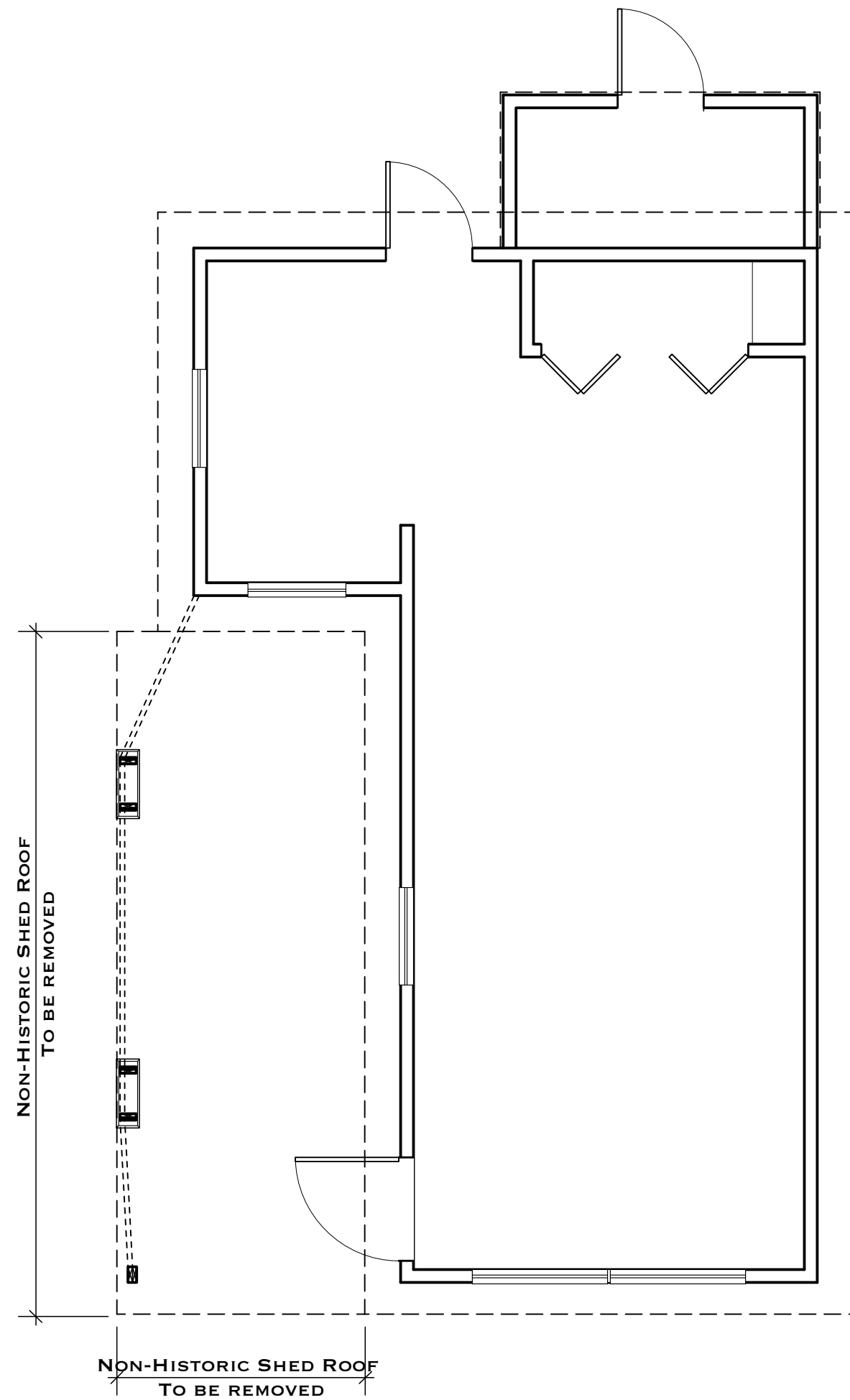




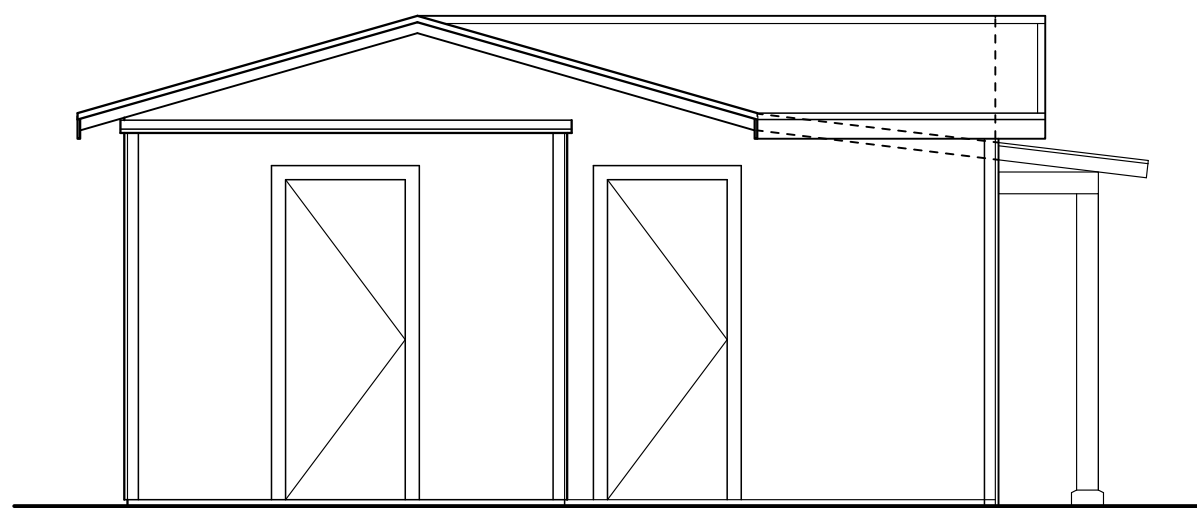
EXISTING SHED ROOF PHOTOS TO BE DEMOLISHED



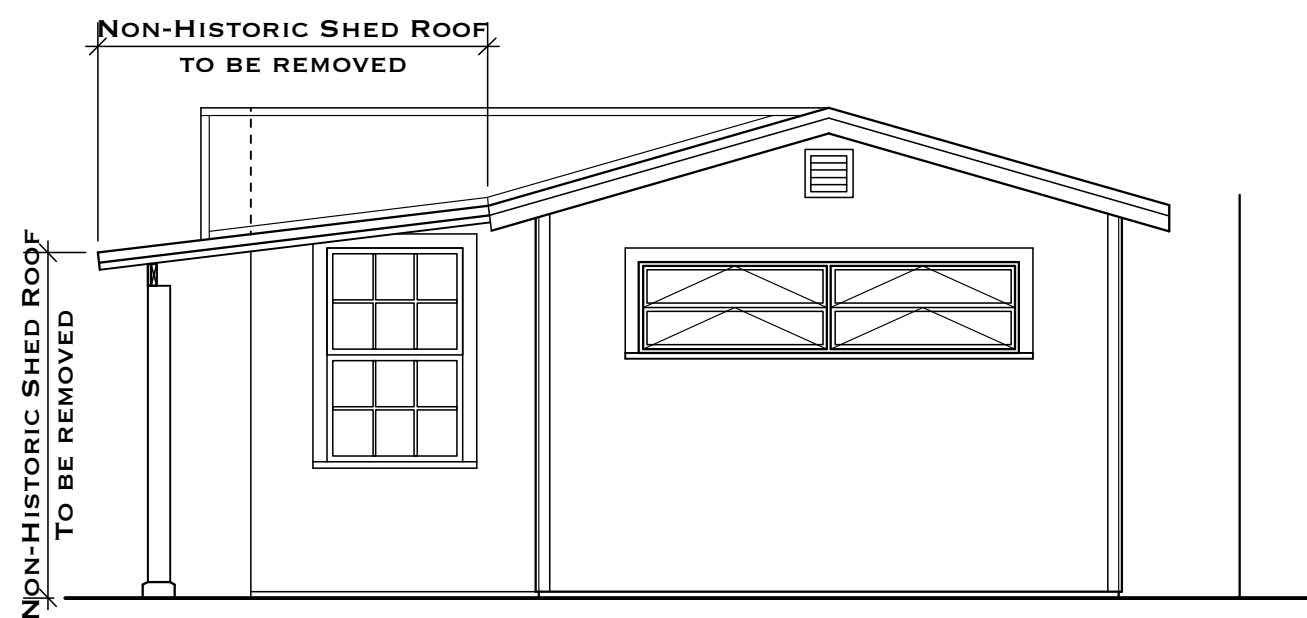
2 EXISTING ROOF PLAN  
EX1.1 SCALE: 1/4" = 1'-0"



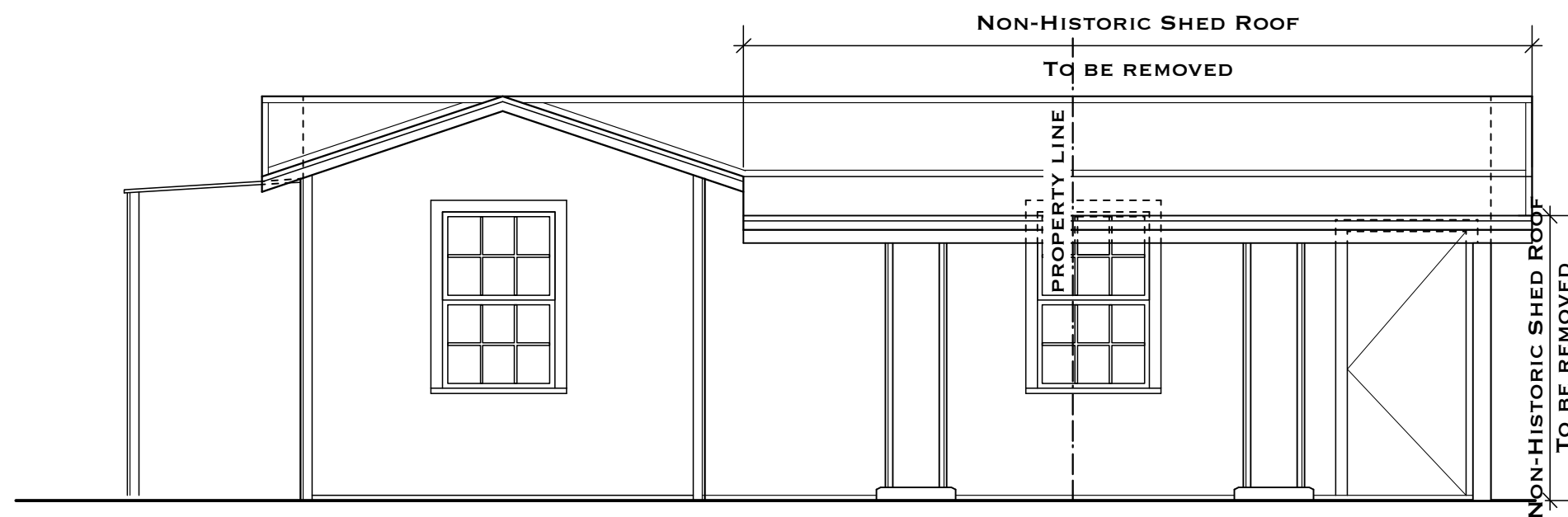
1 EXISTING PLAN  
EX1.1 SCALE: 1/4" = 1'-0"



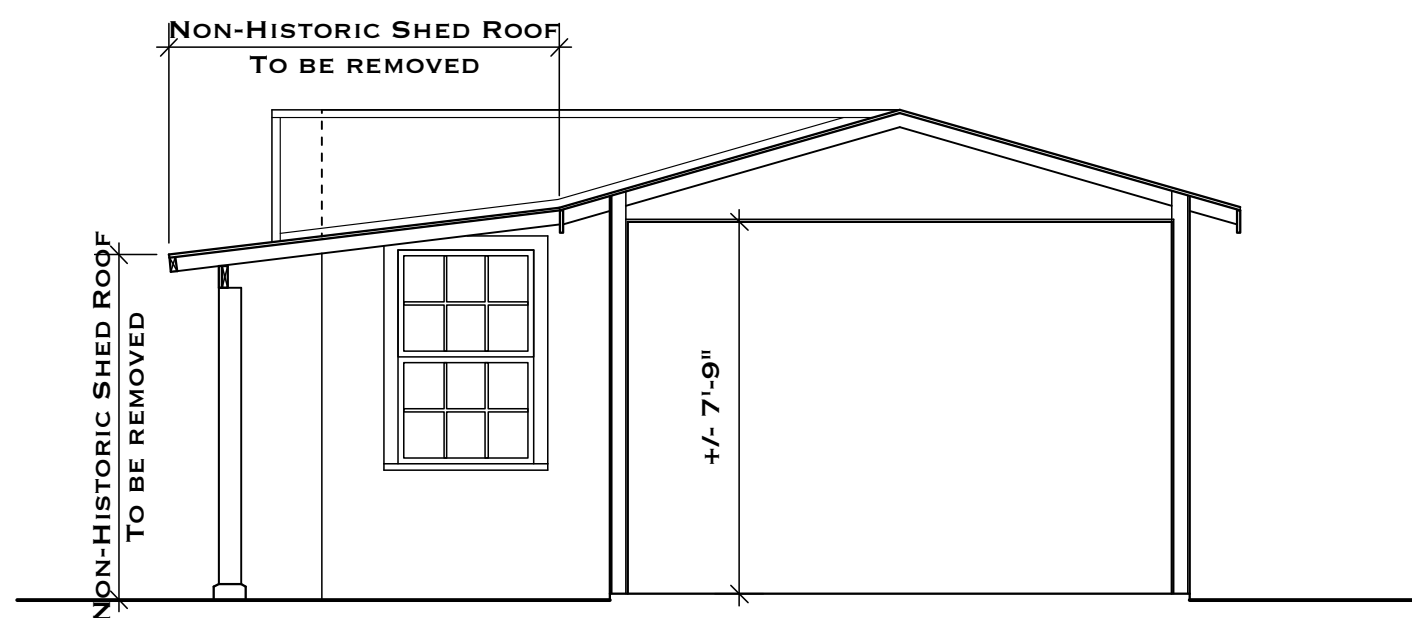
5 EXISTING ELEVATION - REAR  
EX1.1 SCALE: 1/4" = 1'-0"



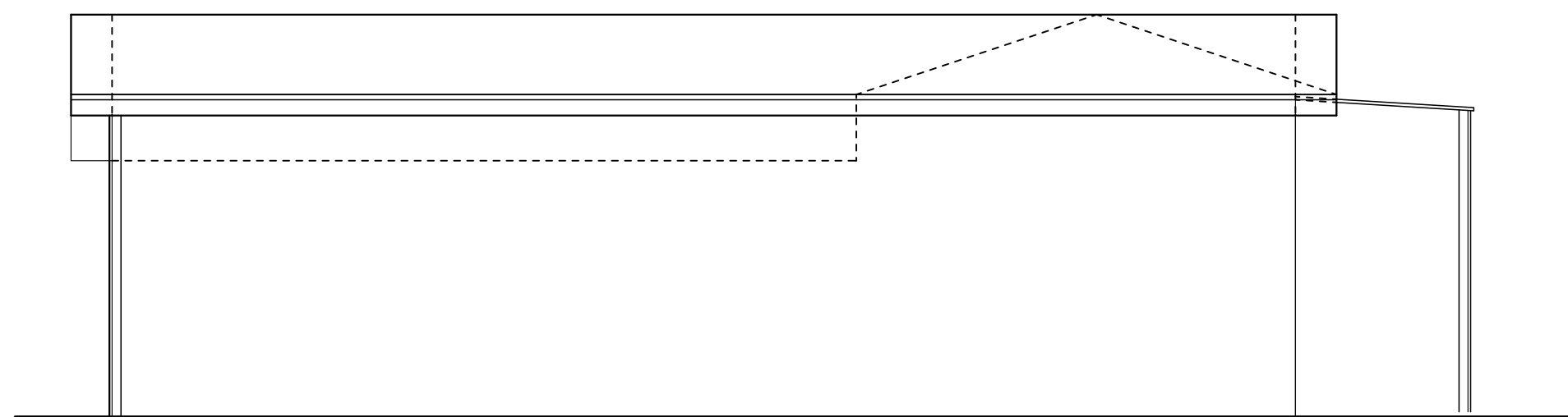
4 EXISTING ELEVATION - OLIVIA STREET  
EX1.1 SCALE: 1/4" = 1'-0"



3 EXISTING ELEVATION - TOWARDS GEORGIA STREET  
EX1.1 SCALE: 1/4" = 1'-0"



7 SECTION 1  
EX1.1 SCALE: 1/4" = 1'-0"



6 EXISTING ELEVATION - AWAY FROM GEORGIA STREET  
EX1.1 SCALE: 1/4" = 1'-0"





**A NEW RESIDENCE FOR  
K W R H L L C  
831 GEORGIA ST.  
KEY WEST, FL 33040**

**KEY WEST, FL 33040**

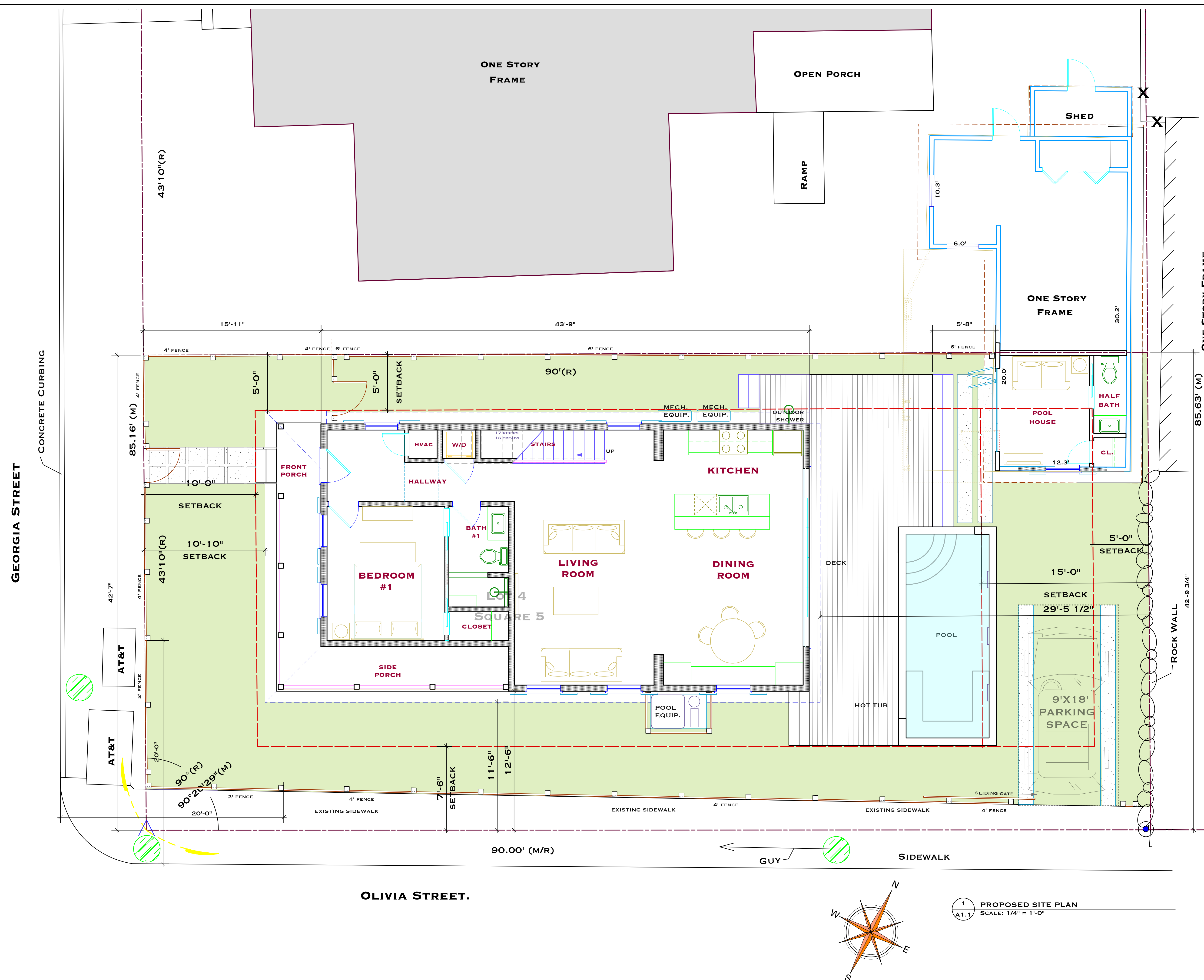
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**PROPOSED SITE PLAN**

**DRAWN:** ESDA/TSN  
**CHECKED:** -  
**DATE:** 12-20-2018

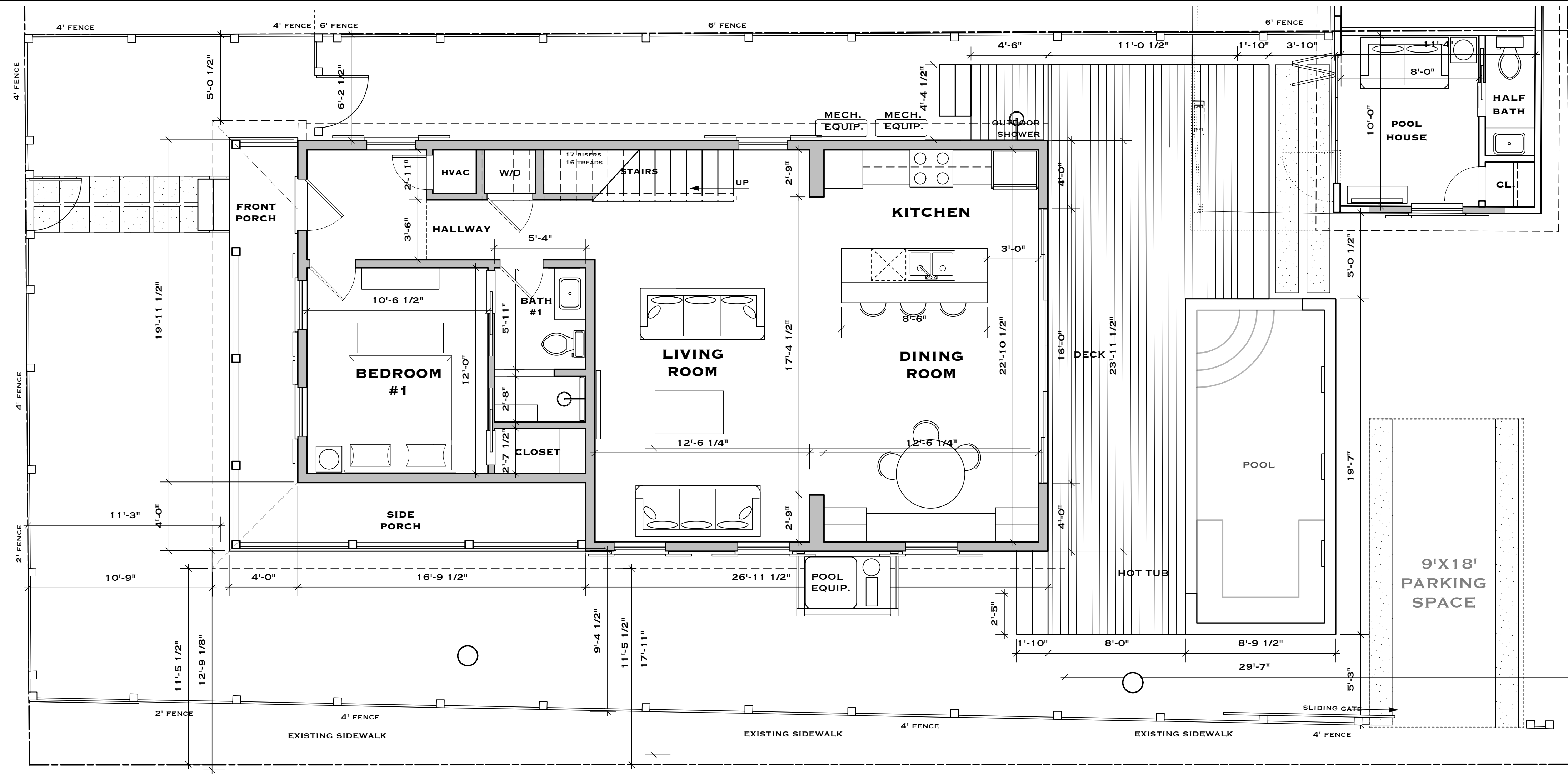
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REVISION #	DATE
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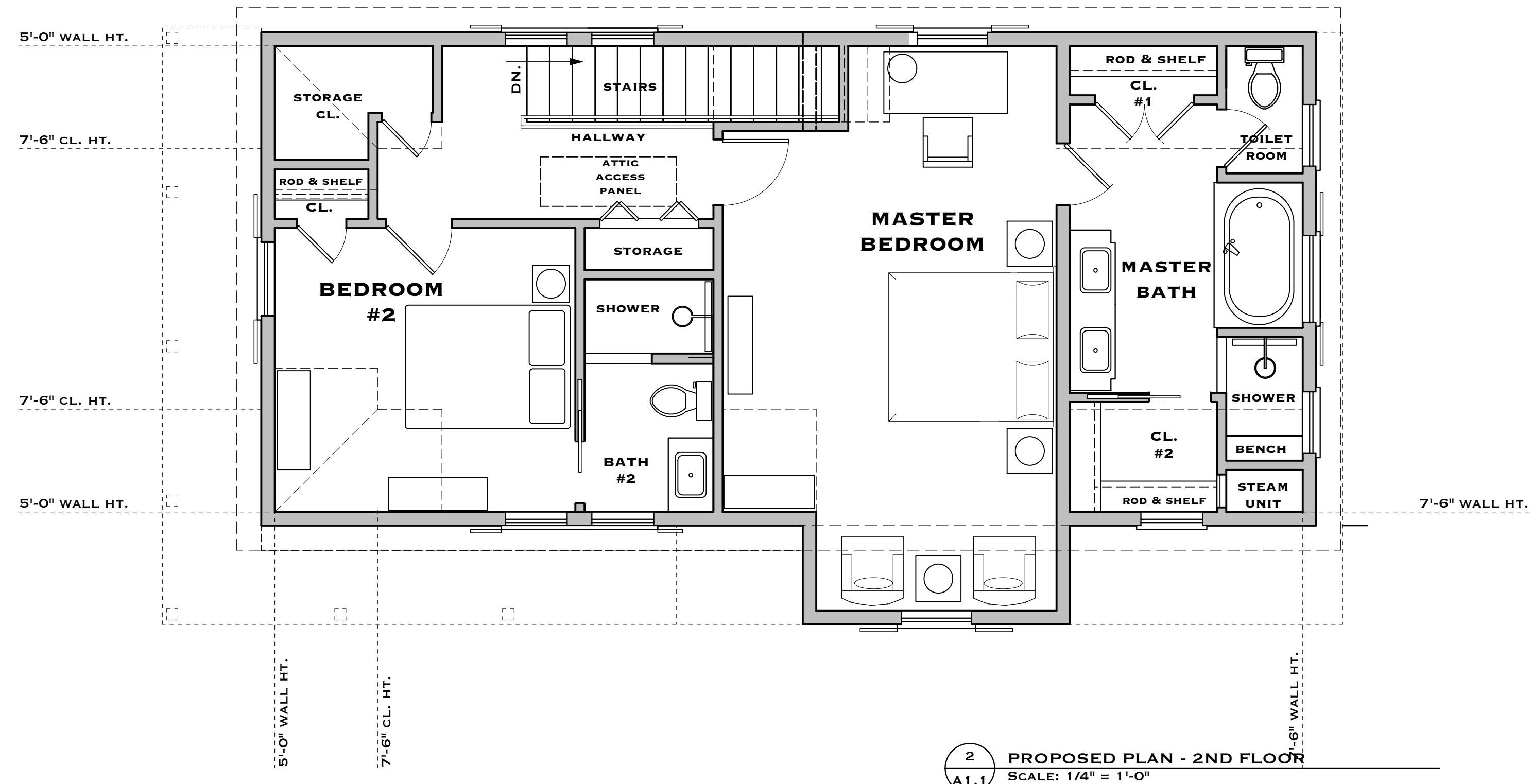
**A1.0**  
SHEET #



**TIMOTHY SETH NEAL FLA. REGISTRATION # AR97505**



1 PROPOSED PLAN - FIRST FLOOR  
A1.1 SCALE: 1/4" = 1'-0"



2 PROPOSED PLAN - 2ND FLOOR  
A1.1 SCALE: 1/4" = 1'-0"

TIMOTHY SETH NEAL FLA. REGISTRATION # AR97505



T.S. NEAL  
ARCHITECTS INC.  
22972 OVERSEAS HWY  
CUDJOE KEY, FL  
33042  
305-340-8857  
251-422-9547

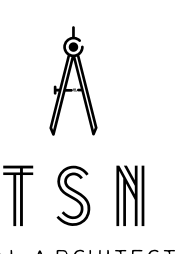
A NEW RESIDENCE FOR  
**K W R H L L C**  
**831 GEORGIA ST.**  
KEY WEST, FL 33040

DRAWING TITLE:  
PROPOSED FLOOR PLANS

DRAWN: ESDA/TSN  
CHECKED: -  
DATE: 12-20-2018

-	-
-	-
REVISION #	DATE

**A1.1**  
SHEET #



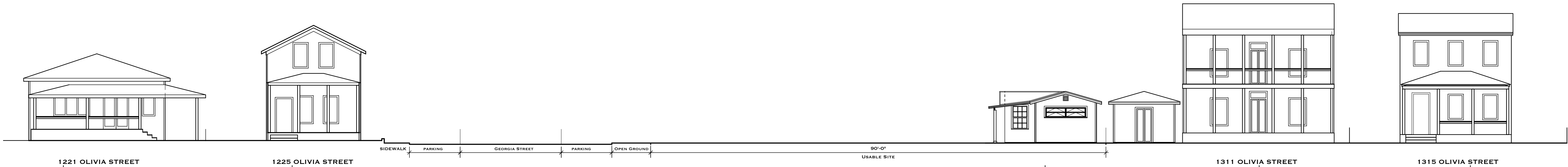
T.S. NEAL ARCHITECTS, INC.





33 BUILDINGS TOTAL 21 TWO STORY BUILDINGS (63.6%)  
12 ONE STORY BUILDINGS (36.3%)

1 CONTEXT DIAGRAM  
SCALE: 1/8" = 1'-0"



2 STREETSCAPE - OLIVIA STREET - EXISTING  
SCALE: 3/32" = 1'-0"



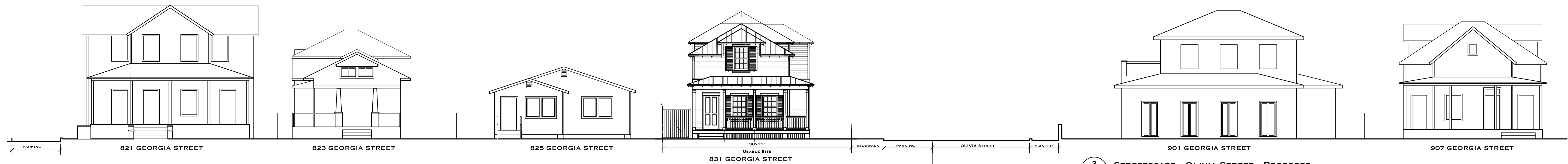
3 STREETSCAPE - OLIVIA STREET - PROPOSED  
SCALE: 3/32" = 1'-0"



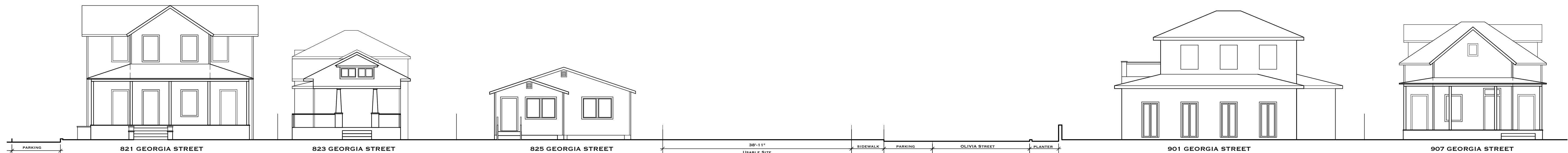


33 BUILDINGS TOTAL    21 TWO STORY BUILDINGS (63.6%)  
12 ONE STORY BUILDINGS (36.3%)

1  
A1.3  
CONTEXT DIAGRAM  
SCALE: 1/8" = 1'-0"



2  
A1.3  
STREETSCAPE - OLIVIA STREET - PROPOSED  
SCALE: 3/32" = 1'-0"



3  
A1.3  
STREETSCAPE - OLIVIA STREET - EXISTING  
SCALE: 3/32" = 1'-0"





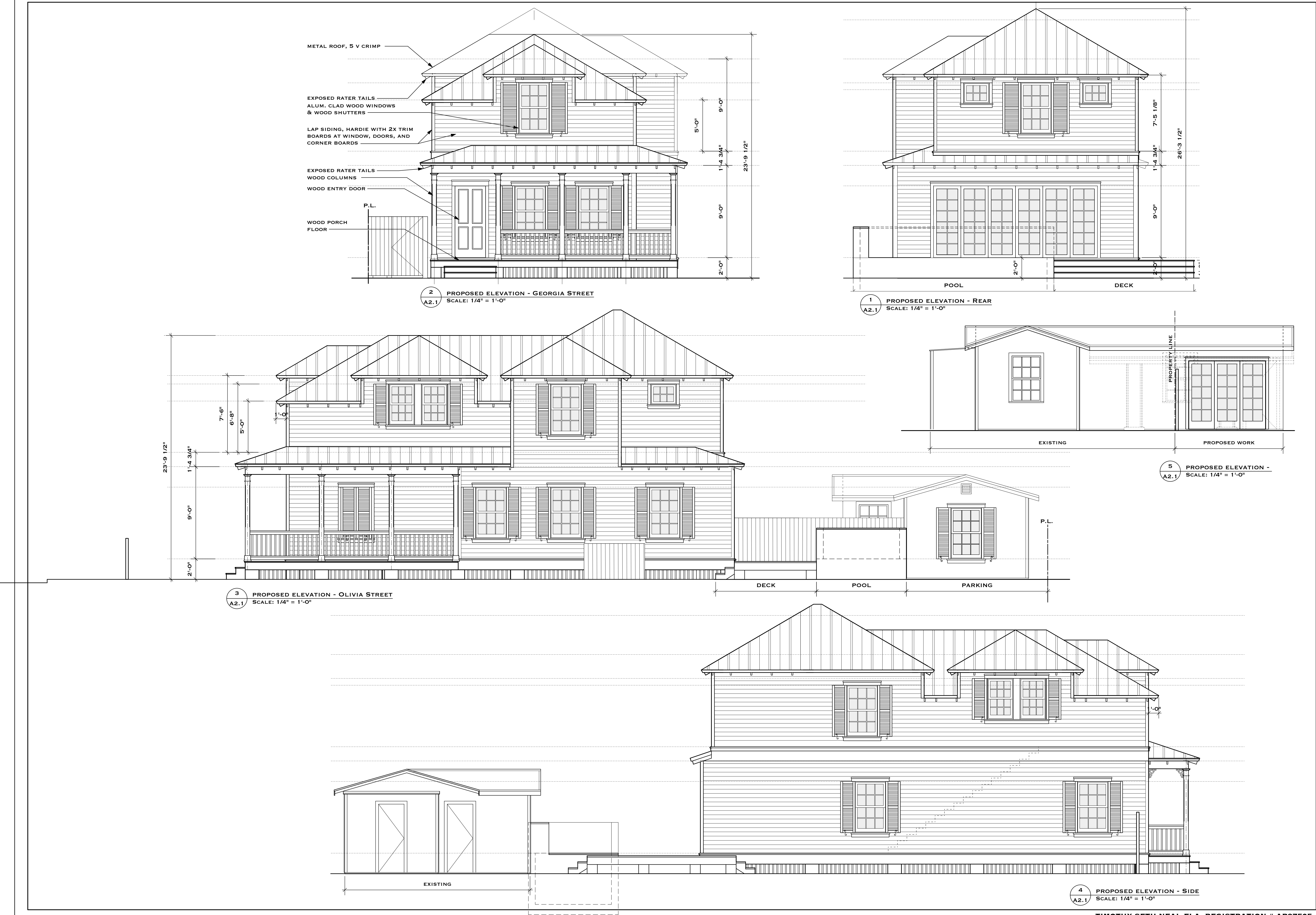
-	-
-	-
REVISION #	DATE



1 PROPOSED ELEVATION - GEORGIA STREET  
A2.0 SCALE: 1/4" = 1'-0"



2 PROPOSED ELEVATION - OLIVIA STREET  
A2.0 SCALE: 1/4" = 1'-0"



# MISCELLANEOUS INFORMATION





## THE CITY OF KEY WEST

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

October 11, 2018

Gregory Oropeza, Esq.  
Oropeza, Stones, and Cardenas  
221 Simonton Street  
Key West FL 33040

RE: Beneficial Use Determination for Vacant Georgia Street (RE #00025060-000100, AK #9104341)

Dear Mr. Oropeza,

This letter is in response to your request for a beneficial use determination for the property located at Vacant Georgia Street, on the northeast corner of Georgia Street and Olivia Street. The subject property is located within the Historic Medium Density Residential (HMDR) zoning district. Pursuant to Section 108-999, neither provisions of the comprehensive plan nor the land development regulations shall deprive a property owner of all reasonable economic use of a parcel of real property which is a lot or parcel of record as of the date of adoption of the comprehensive plan.

The property at Vacant Georgia Street is one (1) platted lot identified as *lot 4, in square 5* with 43.1' of frontage on Georgia Street and 90' of frontage on Olivia Street. The lot is 3,879-square-feet, less than the minimum lot size of 4,000-square-feet for its zoning district. See Section 122-31 – *Noncomplying lots or building sites of record* and 122-1079 – *Lots of record less than minimum size* of the Land Development Regulations. The lot has its own parcel ID number and property record card.


Except for an accessory structure (utility building) being used by a primary structure at lot 3, lot 4 is vacant. There were no dwelling units located anywhere on the parcel on or around April of 2010. Although both lot 3 and lot 4 have had common ownership since before 1974, each was a parcel of record as of the date of the adoption of the Comprehensive Plan in August of 1993. See Section 108-999 – *Procedures for ensuring beneficial use of private property*. The record is clear in indicating an intent to treat the lots as separate lots.

It has been determined that the property at Vacant Georgia Street is entitled to one (1) beneficial use BPAS (Building Permit Allocation System) unit. Per Section 108-999 (b) (1), the granted permit for development shall be deducted from the pre-existing reserve units/beneficial use pool. Beneficial use allocations shall be valid until such time that the owner chooses to obtain building permits, so long that no changes are made to the configuration or size of the lot or parcel that affect the conditions in which the beneficial use allocation is granted.

Section 108-999 (c) states, "Development approved pursuant to beneficial use determination shall be consistent with all other objectives and policies of the Comprehensive Plan and the Land Development Regulations unless specifically exempted from such requirements in the final beneficial use determination." See Section 122-596 through 122-600 for information and dimensional requirements for the HMDR zoning district.

If you have any questions or concerns, or require additional information, please let us know.

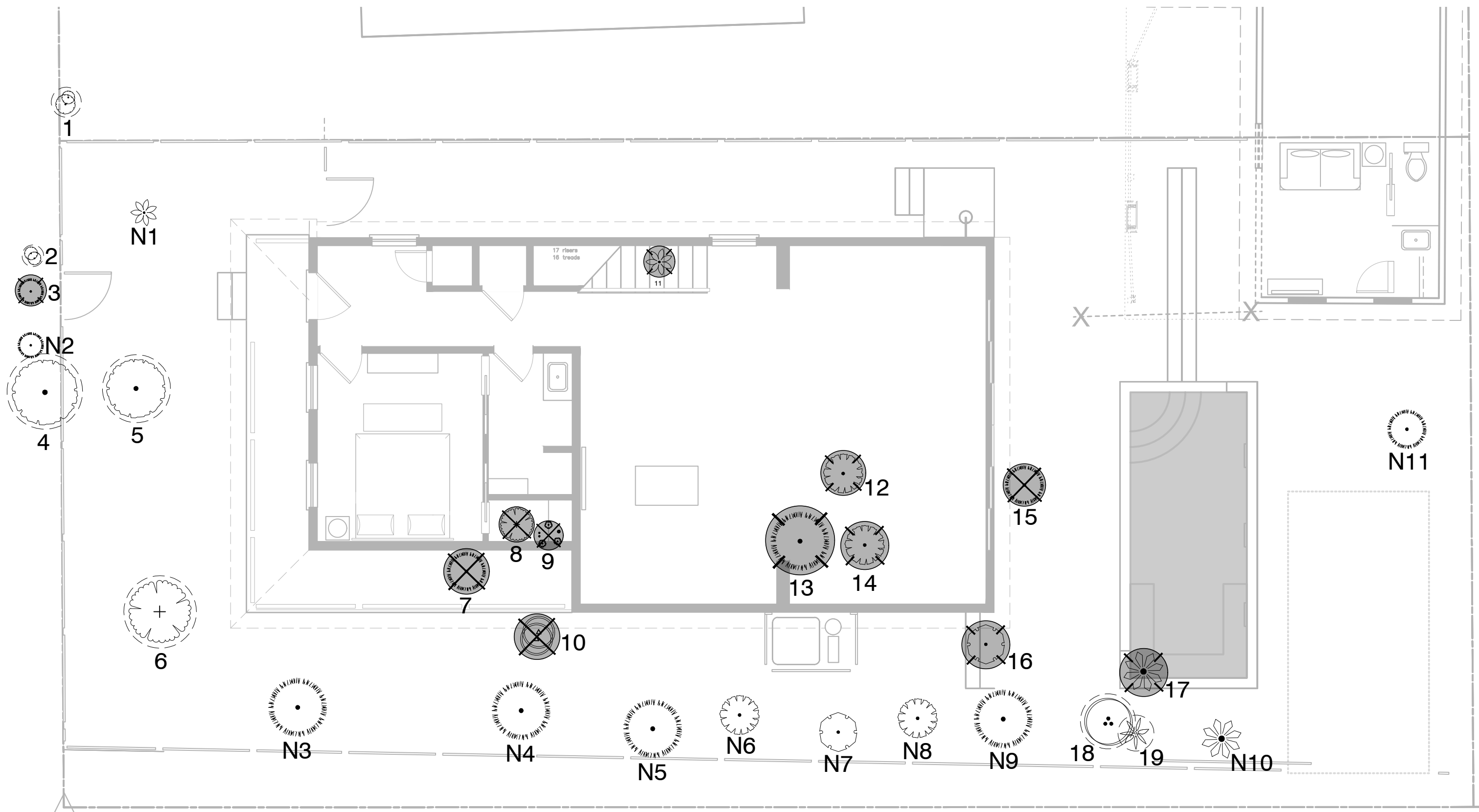
Sincerely,

A handwritten signature in black ink that reads "Vanessa Sellers". The signature is fluid and cursive, with the first name "Vanessa" being more prominent than the last name "Sellers".

Vanessa Sellers  
Planner II

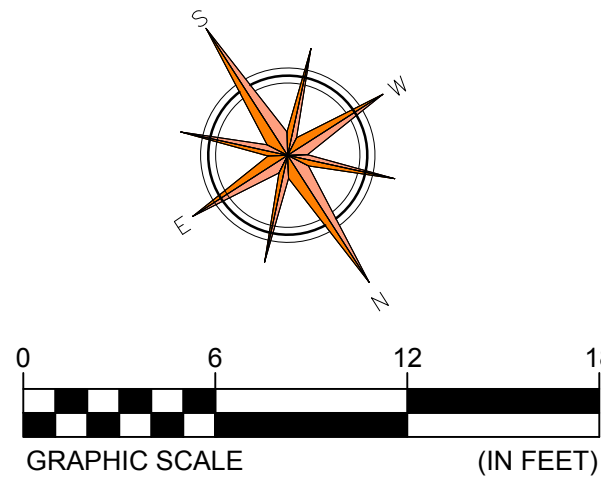
Enclosure





LEGEND & SYMBOLS

- (+) EXISTING TREE TO REMAIN
- (X) EXISTING TREE TO BE TRANSPLANTED
- (X) EXISTING TREE TO BE REMOVED



Existing Tree Inventory Table

	NAME	SCIENTIFIC NAME	COUNT	DBH (in)	STATUS
1	Existing Tree	/	2		Remain
2	Existing Tree	/	2		Remain
3	Gumbo Limbo	Bursera simaruba	1	5	Transplant
4	Existing Tree	/	1		Remain
5	Existing Tree	/	1		Remain
6	Mahogany	Swietenia mahagoni	1		Remain
7	Sabal Palm	Sabal palmetto	1		Remove
8	Mahogany	Swietenia mahagoni	1	9.5	Remove
9	Schefflera	Schefflera	6		Remove
10	Royal Poinciana	Delonix regia	2	2&1.75	Remove
11	Royal Poinciana	Delonix regia	1	2.5	Transplant
12	Strongbarl Tree	Bourreria	1	1.25	Transplant
13	Gumbo Limbo	Bursera simaruba	1	3.75	Transplant
14	Strongbarl Tree	Bourreria	1	2	Transplant
15	Gumbo Limbo	Bursera simaruba	1	6.5	Remove
16	Spanish Lime	Melicoccus bijugatus	1		Transplant
17	Alexander Palm	Archontophoenix alexandrae	1		Transplant
18	Jamacia Caper	Capparis cynophallophora	1		Remain
19	Washington Palm	Washingtonia	1		Remain

Transplant & New Tree Table

	NAME	SCIENTIFIC NAME	DBH (in)	DESCRIPTION
N1	Royal Poinciana	Delonix regia	2.5	Transplant Tree 11
N2	Gumbo Limbo	Bursera simaruba	5	Transplant Tree 3
N3	Gumbo Limbo	Bursera simaruba	7	New Tree
N4	Gumbo Limbo	Bursera simaruba	7	New Tree
N5	Gumbo Limbo	Bursera simaruba	3.75	Transplant Tree 13
N6	Strongbarl Tree	Bourreria	1.25	Transplant Tree 12
N7	Spanish Lime	Melicoccus bijugatus	3	Transplant Tree 16
N8	Strongbarl Tree	Bourreria	2	Transplant Tree 14
N9	Gumbo Limbo	Bursera simaruba	3	New Tree
N10	Alexander Palm	Archontophoenix alexandrae	3.5	Transplant Tree 17
N11	Gumbo Limbo	Bursera simaruba	3	New Tree

Keith Oropeza  
Landscape Architect  
LA. 0001023

a new residence for  
k w r h l l c  
831 GEORGIA ST.  
KEY WEST, FL 33040

DRAWING TITLE:  
PROPOSED LANDSCAPE PLAN

DRAWN: ESQ/ATN  
CHECKED: -  
DATE: 12-20-2018

#1	01-04-2019
REVISION #	DATE

L1.0  
SHEET #



Existing Tree Inventory Table

	NAME	SCIENTIFIC NAME	COUNT	DBH (in)	STATUS
1	Existing Tree	/	2		Remain
2	Existing Tree	/	2		Remain
3	Gumbo Limbo	Bursera simaruba	1	5	Transplant
4	Existing Tree	/	1		Remain
5	Existing Tree	/	1		Remain
6	Mahogany	Swietenia mahagoni	1		Remain
7	Gumbo Limbo	Bursera simaruba	1		Remove
8	Mahogany	Swietenia mahagoni	1	9.5	Remove
9	Schefflera	Schefflera	6		Remove
10	Royal Poinciana	Delonix regia	2	2&1.75	Remove
11	Sabal Palm	Sabal palmetto	1		Transplant
12	Strongbarl Tree	Bourreria	1	1.25	Transplant
13	Gumbo Limbo	Bursera simaruba	1	3.75	Transplant
14	Strongbarl Tree	Bourreria	1	2	Transplant
15	Gumbo Limbo	Bursera simaruba	1	6.5	Remove
16	Spanish Lime	Melicoccus bijugatus	1	3	Transplant
17	Alexander Palm	Archontophoenix alexandrae	1	3.5	Transplant
18	Jamacia Caper	Capparis cynophallophora	1		Remain
19	Washington Palm	Washingtonia	1		Remain

Transplant & New Tree Table

	NAME	SCIENTIFIC NAME	DBH (in)	DESCRIPTION
T1	Sabal Palm	Sabal palmetto	/	Transplant Tree 11
T2	Gumbo Limbo	Bursera simaruba	5	Transplant Tree 3
T3	Gumbo Limbo	Bursera simaruba	3.75	Transplant Tree 13
T4	Strongbark Tree	Bourreria	1.25	Transplant Tree 12
T5	Spanish Lime	Melicoccus bijugatus	3	Transplant Tree 16
T6	Strongbark Tree	Bourreria	2	Transplant Tree 14
T7	Alexander Palm	Archontophoenix alexandrae	3.5	Transplant Tree 17
N1	Gumbo Limbo	Bursera simaruba	6	New Tree
N2	Gumbo Limbo	Bursera simaruba	6	New Tree
N3	Gumbo Limbo	Bursera simaruba	4	New Tree
N4	Gumbo Limbo	Bursera simaruba	4	New Tree
N5	Royal poinciana	Delonix regia	4	New Tree

T = Transplant Tree    N = New Tree

Total Inches Removed

TREE No.	NAME	SCIENTIFIC NAME	DIAMETER (in)	REPLACEMENT VALUE (in)
7	Gumbo Limbo	Bursera simaruba	11.1	8.8
8	Mahogany	Swietenia mahagoni	/	
9	Schefflera	Schefflera	NRP	
10	Royal Poinciana	Delonix regia	/	
15	Gumbo Limbo	Bursera simaruba	7	6

Total New Replacement Inches = 24"

Photos: Trees to be Removed



Tree No. 7,8,9



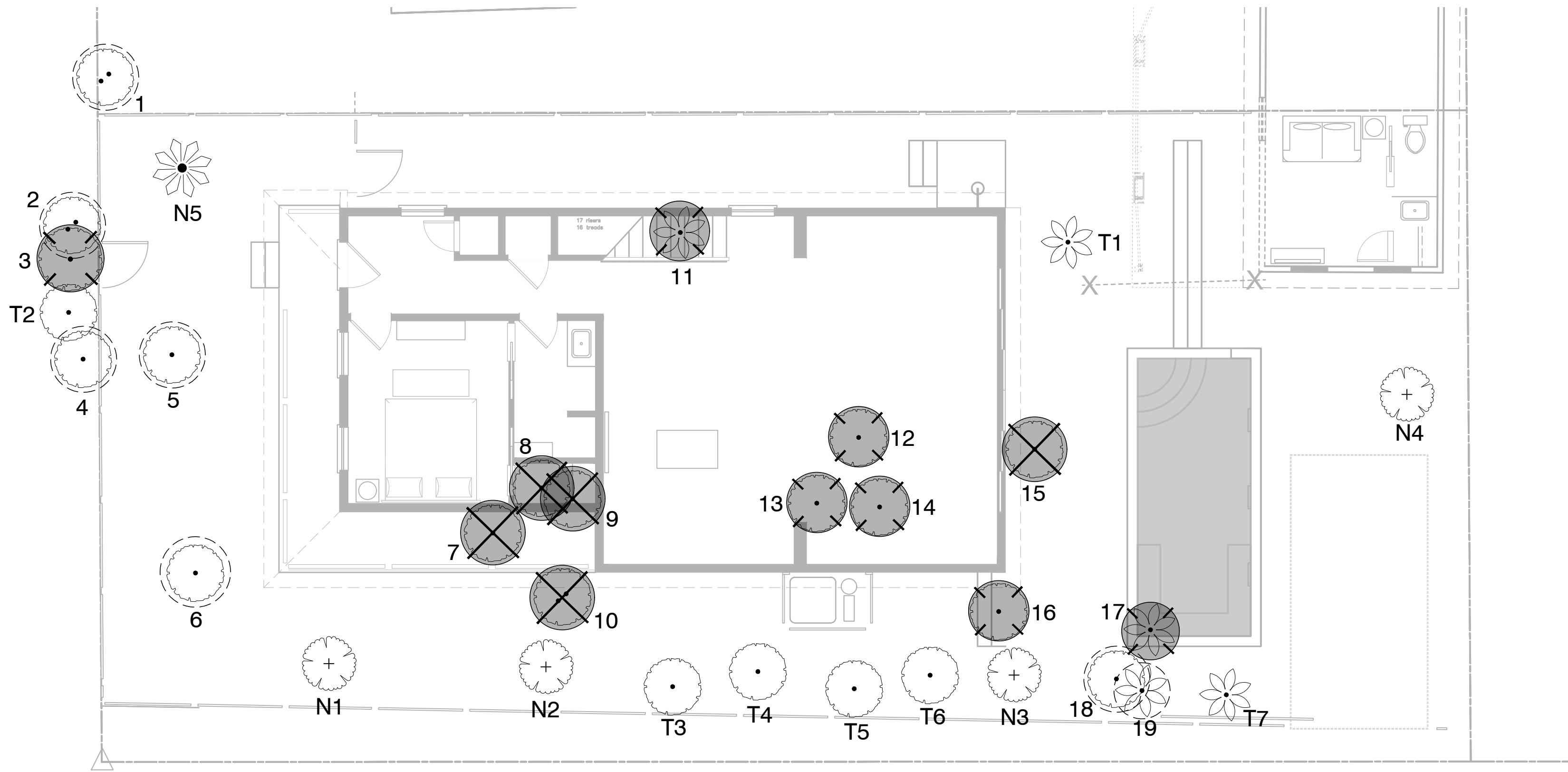
Tree No. 15



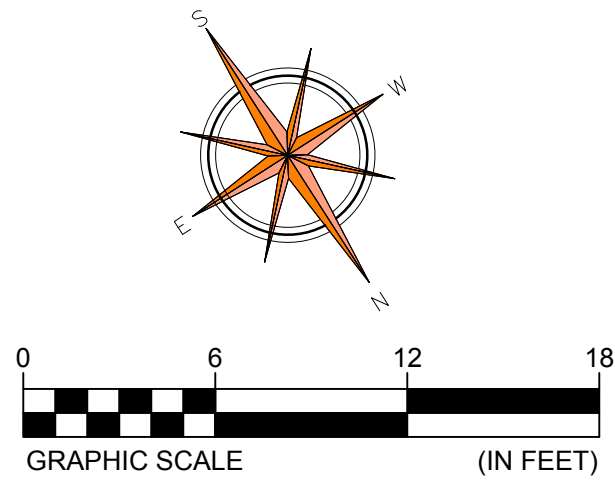
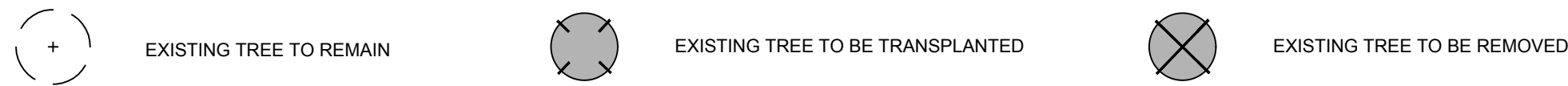
Tree No. 10



Tree No.10



LEGEND & SYMBOLS



Keith Oropeza  
Landscape Architect  
LA. 0001023

a new residence for  
k w r h l l c  
831 GEORGIA ST.  
KEY WEST, FL 33040

DRAWING TITLE:  
PROPOSED LANDSCAPE PLAN

DRAWN: ES04/YSN  
CHECKED: -  
DATE: 12-20-2018

#1	01-04-2019
REVISION #	DATE

L1.0  
SHEET #



# NOTICING



# Public Meeting Notice

The Historic Architectural Review Commission will hold a public meeting at **5:30 p.m., February 26, 2019** at **City Hall, 1300 White Street**, Key West, Florida. The purpose of the hearing will be to consider a request for:

**NEW HOUSE ON VACANT LOT WITH POOL AND SITE IMPROVEMENTS. NEW WINDOW AND DOORS FOR ACCESSORY STRUCTURE. DEMOLITION OF SHED ROOF AT ACCESSORY STRUCTURE.**

**#831 GEORGIA STREET**

**Applicant – T. Seth Neal, Architects    Application #H2018-0025**

If you wish to see the application or have any questions, you may visit the Planning Department during regular office hours at 1300 White Street, call 305-809-3973 or visit our website at [www.cityofkeywest-fl.gov](http://www.cityofkeywest-fl.gov).

**THIS NOTICE CAN NOT BE REMOVED FROM THE SITE UNTIL HARC FINAL DETERMINATION**

ADA ASSISTANCE: It is the policy of the City of Key West to comply with all requirements of the Americans with Disabilities Act (ADA). Please call the TTY number at 800-955-8771 or 800-955-8770 (Voice) or the ADA Coordinator at 305-809-3811 at least five business days in advance for sign language interpreters, assistive listening devices, or materials in accessible format.

# PROPERTY APPRAISER INFORMATION



### Disclaimer

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

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

### Summary

**Parcel ID** 00025060-000100  
**Account#** 9104341  
**Property ID** 9104341  
**Millage Group** 10KW  
**Location** 831 GEORGIA St, KEY WEST  
**Address**  
**Legal** KW W C MALONEY DIAGRAM PB1-22 LOT 4 SQR 5 TR 7 G30-149/150 OR802-383  
**Description** OR2902-2495LET/ADM OR2916-660/61 OR2916-662/64 OR2927-2041/42QC  
(Note: Not to be used on legal documents.)  
**Neighborhood** 6284  
**Property Class** VACANT RES (0000)  
**Subdivision**  
**Sec/Twp/Rng** 05/68/25  
**Affordable** No  
**Housing**



### Owner

825 GEORGIA STREET LLC  
 1321 Ashby St  
 Key West FL 33040

### Valuation

	2018
+ Market Improvement Value	\$0
+ Market Misc Value	\$4,509
+ Market Land Value	\$326,692
= Just Market Value	\$331,201
= Total Assessed Value	\$331,201
- School Exempt Value	\$0
= School Taxable Value	\$331,201

### Land

Land Use	Number of Units	Unit Type	Frontage	Depth
VACANT RES (0000)	3,907.80	Square Foot	43.42	90

### Yard Items

Description	Year Built	Roll Year	Quantity	Units	Grade
UTILITY BLDG	1998	1999	1	132 SF	4

### Sales

Sale Date	Sale Price	Instrument	Instrument Number	Deed Book	Deed Page	Sale Qualification	Vacant or Improved
9/18/2018	\$100	Quit Claim Deed	2187304	2927	2043	11 - Unqualified	Improved

### Permits

Number	Date Issued	Date Completed	Amount	Permit Type	Notes
04-3269	10/13/2004	11/2/2005	\$1,000		ROOF CARPORT
9800142	1/15/1998	12/31/1998	\$9,100	Residential	ALTERATIONS & UPGRADE
9704290	1/9/1998	12/31/1998	\$10,000	Residential	INTERIOR RENOVATION
9704316	1/9/1998	12/31/1998	\$600	Residential	PAINT SHINGLES/ETC
B942266	7/1/1994	11/1/1994	\$1,000		REPAIR ROOF & PORCH

### Photos



### Map



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

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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