



# Application For Easement

City of Key West, Florida • Planning Department  
3140 Flagler Avenue • Key West, Florida 33040-4602 • 305-809-3720 • www.keywestcity.com

RECEIVED  
CITY CLERK'S OFFICE

2016 APR -6 AM 11:35

CITY OF KEY WEST  
KEY WEST, FLORIDA

**Application Fee: \$2,150.00**

(includes \$100.00 advertising/noticing fee and \$50.00 fire review fee)  
(\$400 for each additional easement for same parcel)

Please complete this application and attach all required documents. This will help staff process your request quickly and obtain necessary information without delay. If you have any questions, please call 305-809-3720.

### PROPERTY DESCRIPTION:

Site Address: 101 Duval Street, Key West, Florida 33040

Zoning District: HRCC-1 Real Estate (RE) #: 00000470-000000

Property located within the Historic District?  Yes  No

APPLICANT:  Owner  Authorized Representative

Name: Boos Development, Inc. c/o Smith Oropeza Hawks

Mailing Address: 138-142 Simonton Street

City: Key West State: FL Zip: 33040

Home/Mobile Phone: \_\_\_\_\_ Office: (305) 296-7227 Fax: (305) 296-8448

Email: bart@smithoropeza.com

### PROPERTY OWNER: (if different than above)

Name: Sunset Plaza, Inc.

Mailing Address: P.O. Box 1268

City: Hallandale Beach State: FL Zip: 33008-1268

Home/Mobile Phone: \_\_\_\_\_ Office: \_\_\_\_\_ Fax: \_\_\_\_\_

Email: \_\_\_\_\_

### Description of requested easement and use: \_\_\_\_\_

Amend the easement that is contained in Resolution No. 15-089 (attached as Exhibit A) to include an additional square footage

for ADA required railing and ramp in addition to the approximately 1 foot of City property located in the right of way of Duval and Front Street for existing stairs which the original recorded easement contained in Resolution No. 15-089 provided for.

Are there any easements, deed restrictions or other encumbrances attached to the property?  Yes  No

If yes, please describe and attach relevant documents: The easement referenced above and attached as Exhibit A

**City of Key West • Application for Easement**

**REQUIRED SUBMITTALS: All of the following must be submitted in order to have a complete application. Please submit one paper copy and one electronic copy of all materials.**

- Correct application fee. Check may be payable to "City of Key West."
- Notarized verification form signed by property owner or the authorized representative.
- Notarized authorization form signed by property owner, if applicant is not the owner.
- Copy of recorded warranty deed
- Property record card
- Signed and sealed Specific Purpose Surveys with a legal description of the easement area requested
- Photographs showing the proposed easement area

Doc# 2020274  
Bk# 2729 Pg# 2445

RESOLUTION NO. 15-089

101 DUVAL STREET EASEMENT

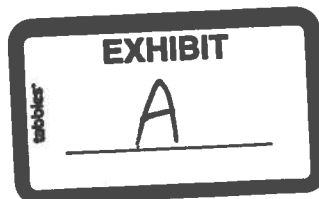
A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF KEY WEST, FLORIDA, APPROVING AN EASEMENT OF 104 ± SQUARE FEET ALONG THE DUVAL STREET RIGHT-OF-WAY AND 155 ± SQUARE FEET ALONG THE FRONT STREET RIGHT-OF-WAY, TO ADDRESS THE ENCROACHMENT OF A PORTION OF EXISTING BRICK ENTRY STEPS AND PLANTERS ONTO CITY RIGHT-OF-WAY ABUTTING THE PROPERTY LOCATED AT 101 DUVAL STREET (RE # 00000470-000000, AK # 1000469), KEY WEST, FLORIDA; PROVIDING FEES AND CONDITIONS; PROVIDING FOR AN EFFECTIVE DATE

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF KEY WEST, FLORIDA, AS FOLLOWS:

Section 1: That an easement of 104 ± square feet along the Duval Street right-of-way and 155 ± square feet along the Front Street right-of-way, for the real property described in the attached specific purpose survey prepared by Avirom and Associates, Inc., dated October 24, 2014, is granted subject to the execution of the attached easement agreement, incorporating the minimum conditions described in section 2 below.

Section 2: That the following conditions shall apply to the grant of easement:

- (1) The easement shall terminate upon the replacement of the structure.
- (2) The City may unilaterally terminate the easement



upon a finding of public purpose by a vote of the Key West City Commission.

(3) The owner shall pay the annual fee of \$400.00 specified in Section 2-938(b) of the Code of Ordinances.

(4) The owner shall irrevocably appoint the City Manager as its agent to permit the removal of the encroachment if the annual fee required by the Code of Ordinances is not paid.

(5) Grantee shall secure, pay for, and file with the Grantor, prior to commencing any work under this Agreement, all certificates for public liability, and property damage liability insurance, and such other insurance coverages as may be required by specifications and addenda thereto, in at least the following minimum amounts with specification amounts to prevail if greater than minimum amount indicated. Notwithstanding any other provision of this Agreement, Grantee shall provide the minimum limits of liability coverage as follows:

General Liability

- a. \$2,000,000 Aggregate (Per Project)
- b. \$2,000,000 Products Aggregate
- c. \$1,000,000 Any One Occurrence
- d. \$1,000,000 Personal Injury
- e. \$ 300,000 Fire Damage/Legal

(6) Grantee shall furnish an original Certificate of Insurance indicating, and such policy providing coverage to, City of Key West named as "Additional Insured" on a primary and non-contributory basis utilizing an ISO standard endorsement at least as broad as CG 2010 (11/85) or its Equivalent, (combination OF CG 20 10 07 04 and CG 20 37 07 04, providing coverage for completed operations is acceptable) including a "Waiver of Subrogation" clause in favor of City of Key West on all policies. Grantee shall maintain the General Liability coverage summarized above, including the "additional insured" endorsement, with coverage continuing in full force during the period of time this easement agreement remains in effect.

(7) Grantee's insurance policies shall be endorsed to give 30 days written notice to Grantor in the event of cancellation or material change, using form CG 02 24, or its equivalent.

(8) Certificates of Insurance submitted to Grantor shall not be accepted without copies of the endorsements being requested. This includes additional insured endorsements, cancellation / material change notice endorsements and waivers of subrogation. Copies of USL&H Act and Jones Act endorsements shall also be required if necessary. Grantee shall advise its insurance agent accordingly.

(9) The existing portion of the brick entry steps and planters shall be the total allowed construction within the easement area.

(10) The easement area shall not be used in site size calculations such as lot, yard, and bulk calculations for site development.

(11) The City reserves the right to construct surface improvements within the easement area.

Section 3: That this Resolution shall go into effect immediately upon its passage and adoption and authentication by the signature of the presiding officer and the Clerk of the Commission.

[This space intentionally left blank.]

Passed and adopted by the City Commission at a meeting held  
this 3rd day of March, 2015.

Authenticated by the presiding officer and Clerk of the  
Commission on March 4, 2015.

Filed with the Clerk March 4, 2015.

Mayor Craig Cates	<u>Yes</u>
Vice Mayor Mark Rossi	<u>Yes</u>
Commissioner Teri Johnston	<u>Yes</u>
Commissioner Clayton Lopez	<u>Yes</u>
Commissioner Billy Wardlow	<u>Yes</u>
Commissioner Jimmy Weekley	<u>Yes</u>
Commissioner Tony Yaniz	<u>Yes</u>

  
\_\_\_\_\_  
CRAIG CATES, MAYOR

ATTEST:

  
\_\_\_\_\_  
CHERYL SMITH, CITY CLERK

101 DUVAL STREET

EASEMENT AGREEMENT

THIS AGREEMENT made this 3rd day of March, 2015, between the City of Key West, Florida (hereinafter Grantor) and Sunset Plaza, Inc., as owner of property located at 101 Duval Street, Key West, Florida (hereinafter the Grantee) (RE # 00000470-000000, AK # 1000469).

I. RECITALS

Grantee is owner of the property known as 101 Duval Street, Key West, Florida, including a portion of existing brick entry steps and planters that are located along Duval Street and Front Street and that encroach onto the Grantor's rights-of-way. Portions of Grantee's property, including the portion of existing brick entry steps and planters, encroach 104 ± square feet along the Duval Street right-of-way and 155 ± square feet along the Front Street right-of-way, onto the Grantor's right-of-way, as more specifically described and illustrated in the attached specific purpose survey dated October 24, 2014 by Avirom and Associates, Inc. (Copy attached hereto).

II. CONVEYANCE OF EASEMENT

The Grantor hereby agrees to grant and convey to the Grantee an easement for encroachments, at the property located at 101 Duval Street, as more specifically described in the attached survey. The easement shall pertain to the portion of existing brick entry steps



and planters located along Duval Street and Front Street related to structure encroachments herein described, and not to any other encroachment. The grant of this easement is conditioned upon the following:

(1) The easement shall terminate upon the replacement of the structure.

(2) Grantor may unilaterally terminate the easement upon a finding of public purpose by a vote of the Key West City Commission.

(3) Grantee shall pay the annual fee of \$400.00 specified in Section 2-938(b) of the Code of Ordinances.

(4) Grantee shall irrevocably appoint the City Manager as its agent to permit the removal of the encroachment if the annual fee required by the Code of Ordinances is not paid.

(5) Grantee shall secure, pay for, and file with the Grantor, prior to commencing any work under this Agreement, all certificates for public liability, and property damage liability insurance, and such other insurance coverages as may be required by specifications and addenda thereto, in at least the following minimum amounts with specification amounts to prevail if greater than minimum amount indicated. Notwithstanding any other provision of this Agreement, Grantee shall provide the minimum limits of liability coverage as follows:

General Liability

- a. \$2,000,000 Aggregate (Per Project)
- b. \$2,000,000 Products Aggregate
- c. \$1,000,000 Any One Occurrence
- d. \$1,000,000 Personal Injury
- e. \$ 300,000 Fire Damage/Legal

(6) Grantee shall furnish an original Certificate of Insurance indicating, and such policy providing coverage to, City of Key West named as "Additional Insured" on a primary and non-contributory basis utilizing an ISO standard endorsement at least as broad as CG 2010 (11/85) or its Equivalent, (combination OF CG 20 10 07 04 and CG 20 37 07 04, providing coverage for completed operations is acceptable) including a "Waiver of Subrogation" clause in favor of City of Key West on all policies. Grantee shall maintain the General Liability coverage summarized above, including the "additional insured" endorsement, with coverage continuing in full force during the period of time this easement agreement remains in effect.

(7) Grantee's insurance policies shall be endorsed to give 30 days written notice to Grantor in the event of cancellation or material change, using form CG 02 24, or its equivalent.

(8) Certificates of Insurance submitted to Grantor shall not be accepted without copies of the endorsements being requested. This includes additional insured endorsements, cancellation / material change notice endorsements and waivers of subrogation. Copies of USL&H Act and Jones Act endorsements shall also be required if necessary. Grantee shall advise its insurance agent accordingly.

(9) The portion of existing brick entry steps and planters shall be the total allowed construction within the easement area.

(10) The easement area shall not be used in site size calculations such as lot, yard, and bulk calculations for site development.

(11) The City reserves the right to construct surface improvements within the easement area.

### III. CONSIDERATION

Grantee agrees to pay to Grantor all sums and fees for city sewer, city garbage, if unpaid; otherwise to promptly bring the property and all uses thereof into full compliance with all city and state laws and regulations, if it is not now in full compliance. Grantee further agrees to pay Grantor an annual fee for this easement in the total amount of \$400.00, payable annually on the anniversary date of the execution of this Easement Agreement, to the City of Key West. Failure to pay such annual fee

and/or to conform with agreed upon additional conditions shall constitute grounds for the Grantor to terminate the easement.

IV. INDEMNIFICATION

To the fullest extent permitted by law, the Grantee expressly agrees to indemnify and hold harmless the City of Key West, their respective officers, directors, agents and employees (herein called the "indemnitees") from any and all liability for damages, including, if allowed by law, reasonable attorney's fees and court costs, such legal expenses to include costs incurred in establishing the indemnification and other rights agreed to in this Paragraph, to persons or property, caused in whole or in part by any act, omission, or default by Grantee or its subcontractors, material men, or agents of any tier or their employees, arising out of this agreement or its performance, including any such damages caused in whole or in part by any act, omission or default of any indemnitee, but specifically excluding any claims of, or damages against an indemnitee resulting from such indemnitee's gross negligence, or the willful, wanton or intentional misconduct of such indemnitee or for statutory violation or punitive damages except and to the extent the statutory violation or punitive damages are caused by or result from the acts or omissions of the Grantee or its subcontractors, material men or agents of any tier or their respective employees.

The indemnification obligations under this Agreement shall

not be restricted in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Grantee under Workers' Compensation acts, disability benefits acts, or other employee benefits acts, and shall extend to and include any actions brought by or in the name of any employee of the Grantee or of any third party to whom Grantee may subcontract a work. This indemnification shall continue beyond the date of termination of the Agreement.

V. EASEMENT TERMINATION

Grantee agrees that the improvements located on the Easement shall not be enlarged or expanded.

Grantee shall have the right to repair and maintain the improvements in the ordinary course of maintenance.

The easement shall terminate upon the replacement of the structure.

The Grantor herein expressly and irrevocably appoints the City Manager of the City of Key West as its agent to permit the removal of the encroachment in the event the annual fee referred to hereinabove is not paid.

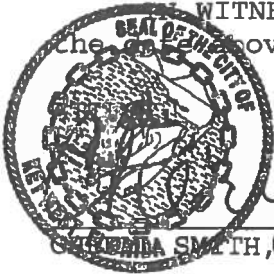
In the event Grantor determines that retaking this property is necessary for a public purpose by virtue of a vote of the City Commission, then Grantor may unilaterally terminate this easement and reclaim the property without compensation to Grantee.

This easement shall terminate upon the failure of the Grantee

or its heirs, successors, or assigns to maintain liability insurance in a minimum amount of one million dollars (\$1,000,000.00) per occurrence and two million dollars (\$2,000,000.00) per aggregate, and any other insurance specifications set forth in this agreement, naming the City of Key West as an additional insured.

This easement shall be considered a covenant that runs with the land and shall be binding upon and inure to the benefit of the parties hereto, their heirs, successors and assigns.

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



*[Handwritten Signature]*  
\_\_\_\_\_  
SUSAN SMITH, CITY CLERK

CITY OF KEY WEST  
*[Handwritten Signature]*  
\_\_\_\_\_  
JIM SCHOLL, CITY MANAGER

STATE OF FLORIDA     )  
COUNTY OF MONROE    )

The foregoing instrument was acknowledged before me this 9<sup>th</sup> day of March, 2015 by JIM SCHOLL, City Manager of the City of Key West, on behalf of the City who is personally known to me ~~or who has produced~~ \_\_\_\_\_ as identification.



*[Handwritten Signature]*  
\_\_\_\_\_  
Notary Public  
State of Florida

My commission expires: 4.8.15

GRANTEE:

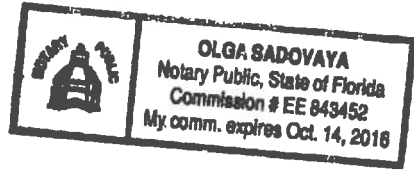
X Benjamin Hamuy  
By: Benjamin Hamuy  
For: Sunset Plaza, Inc.

STATE OF Florida,  
COUNTY OF Broward

The foregoing instrument was acknowledged before me this 09  
day of March, 2015, by  
Benjamin Hamuy, who is personally known to me or  
who has produced FLDL as identification.

Olga Sadoyaya  
Notary Public  
State of Florida

My commission expires: Oct, 14, 2016



**SKETCH and DESCRIPTION  
 FRONT STREET & DUVAL STREET  
 SQUARE 7  
 WILLIAM A. WHITEHEAD MAP of KEY WEST  
 CITY OF KEY WEST**

**RECEIVED**

JAN 30 2015  
 CITY OF KEY WEST  
 PLANNING DEPT.

**LEGAL DESCRIPTION:**

A strip of land being the southeast 1.00 foot of Front Street contiguous with a part of Lots 2 and 3, Square 7, according to the William A. Whitehead's Map of the City of Key West, Monroe County, Florida, delineated on February, 1829 described as follows:

COMMENCING at the intersection of the northeasterly right-of-way of Duval Street with the southeasterly right-of-way of Front Street as shown on said William A. Whitehead's Map of the City of Key West and on the official right-of-way map by the City of Key West Engineering Department, dated May 26, 1955; thence N 55°51'26" E along the southeast right-of-way of Front Street, 13.55 feet to the Point of Beginning; thence continue N 55°51'26" E along said right-of-way line, 155.29 feet to the northeast line of lands described in Official Records Book 1228, Page 1546 of the Public Records of Monroe County, Florida; thence N 34°07'30" W along the northwesterly extension of said northeast line, 1.00 foot to a line being 1.00 foot northwesterly of and parallel with the southeasterly right-of-way line of Front Street; thence S 55°51'26" W along said parallel line, 155.29 feet; thence S 34°05'56" E, 1.00 foot to the Point of Beginning.


Said lands lying and being in Section 6, Township 68 South, Range 25 East, City of Key West, Monroe County, Florida containing 155.29 square feet (0.004 acre) more or less.

**TOGETHER WITH:**

A strip of land being the northeast 1.00 foot of Duval Street contiguous with a part of Lot 3, Square 7, according to the William A. Whitehead's Map of the City of Key West, Monroe County, Florida, delineated on February, 1829 described as follows:

COMMENCING at the intersection of the northeasterly right-of-way of Duval Street with the southeasterly right-of-way of Front Street as shown on said William A. Whitehead's Map of the City of Key West and on the official right-of-way map by the City of Key West Engineering Department, dated May 26, 1955; thence S 34°05'56" E along the northeast right-of-way of Duval Street, 13.45 feet to the Point of Beginning; thence continue S 34°05'56" E along said right-of-way line, 103.55 feet to the southeast line of lands described in Official Records Book 1228, Page 1546 of the Public Records of Monroe County, Florida; thence S 55°54'04" W along the southwesterly extension of said southeast line, 1.00 foot to a line being 1.00 foot southwesterly of and parallel with the northeasterly right-of-way line of Duval Street; thence N 34°05'56" W along said parallel line, 103.55 feet; thence N 55°54'04" E, 1.00 foot to the Point of Beginning.

Said lands lying and being in Section 6, Township 68 South, Range 25 East, City of Key West, Monroe County, Florida containing 103.56 square feet (0.002 acre) more or less.

<b>REVISIONS</b>		<b>AVIROM &amp; ASSOCIATES, INC.</b>	<b>JOB #:</b> 9559-2
		<b>SURVEYING &amp; MAPPING</b>	<b>SCALE:</b> N/A
		50 S.W. 2nd AVENUE, SUITE 102	<b>DATE:</b> 10-24-2014
		BOCA RATON, FLORIDA 33432	<b>BY:</b> K.M.C.
		TEL. (561) 392-2904, FAX (561) 394-7125	<b>CHECKED:</b> M.D.A.
		www.AVIROMSURVEY.com	<b>F.B.:</b> N/A PG. N/A
<small>© 2014 AVIROM &amp; ASSOCIATES, INC. all rights reserved.          This sketch is the property of AVIROM &amp; ASSOCIATES, INC.          and should not be reproduced or copied without written permission.</small>		<b>SHEET:</b> 1 OF 3	



**SKETCH and DESCRIPTION**  
**FRONT STREET & DUVAL STREET**  
**SQUARE 7**  
**WILLIAM A. WHITEHEAD MAP of KEY WEST**  
**CITY OF KEY WEST**

Doc# 2020274  
 Bk# 2729 Pgt 2459


**SURVEYOR'S NOTES:**


1. Reproductions of this Sketch are not valid without the signature and the original raised seal of a Florida licensed surveyor and mapper.
2. No Title Opinion or Abstract to the subject property has been provided. It is possible that there are Deeds, Easements, or other instruments (recorded or unrecorded) which may affect the subject property. No search of the Public Records has been made by the Surveyor
3. The land description shown hereon was prepared by the Surveyor.
4. Bearings shown hereon are assumed based on the northeast right-of-way line of Duval Street having a bearing of S 34°05'56" E.
5. Data shown hereon was compiled from instrument(s) of record and does not constitute a boundary survey.
6. Abbreviation Legend: L.B.= Licensed Business; M.C.R.= Monroe County Records; NO.= Number; O.R.B.= Official Records Book; PG.= Page; P.L.S. = Professional Land Surveyor; P.O.B.= Point of Beginning; P.O.C.= Point of Commencement; R/W= Right-of- Way; SQ. FT.= Square feet.

**SURVEYOR'S CERTIFICATION:**

I HEREBY CERTIFY that the attached Sketch and Description of the hereon described property is true and correct to the best of my knowledge and belief as prepared under my direction. I FURTHER CERTIFY that this Sketch and Description meets the Standards of Practice set forth in Chapters 5J-17, Florida Administrative Code, pursuant to Section 472.027, Florida Statutes.

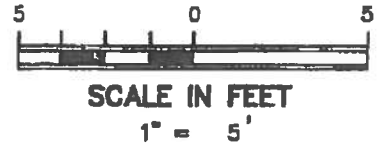
Date: JANUARY 23, 2015

  
 KEITH M. CHEE-A-TOW, P.L.S.  
 Florida Registration No. 5328  
 AVIROM & ASSOCIATES, INC.  
 L.B. No. 3300

<b>REVISIONS</b>      	 <b>AVIROM &amp; ASSOCIATES, INC.</b> <b>SURVEYING &amp; MAPPING</b> 60 S.W. 2nd AVENUE, SUITE 102 BOCA RATON, FLORIDA 33432 TEL. (561) 392-2594, FAX (561) 394-7126 <a href="http://www.AVIROMSURVEY.com">www.AVIROMSURVEY.com</a> <small>©2014 AVIROM &amp; ASSOCIATES, INC. all rights reserved.          This sketch is the property of AVIROM &amp; ASSOCIATES, INC.          and should not be reproduced or copied without written permission.</small>	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td>JOB #:</td><td>9559-2</td></tr> <tr><td>SCALE:</td><td>N/A</td></tr> <tr><td>DATE:</td><td>10-24-2014</td></tr> <tr><td>BY:</td><td>K.M.C.</td></tr> <tr><td>CHECKED:</td><td>M.D.A.</td></tr> <tr><td>F.B.</td><td>N/A</td></tr> <tr><td>PG.</td><td>N/A</td></tr> <tr><td>SHEET:</td><td>2 OF 3</td></tr> </table>	JOB #:	9559-2	SCALE:	N/A	DATE:	10-24-2014	BY:	K.M.C.	CHECKED:	M.D.A.	F.B.	N/A	PG.	N/A	SHEET:	2 OF 3
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F.B.	N/A																	
PG.	N/A																	
SHEET:	2 OF 3																	

SKETCH of DESCRIPTION  
FRONT STREET & DUVAL STREET

SQUARE 7  
WILLIAM A. WHITEHEAD MAP of KEY WEST  
CITY OF KEY WEST



**FRONT STREET**  
50' PUBLIC RIGHT-OF-WAY  
(PER CITY OF KEY WEST ENGINEERING DEPARTMENT R/W MAP, DATED MAY 26, 1955)

SOUTHEAST 1.00' of FRONT STREET  
S 55°31'26" W  
155.29' SO. FT.  
N 55°31'26" E  
1.00'

1.00'  
N 34°07'30" W  
NORTHEAST LINE & NW EXTENSION  
(PER O.R.B. 1228, PG. 1546, M.C.R.)

P.O.C.  
INTERSECTION  
NE R/W DUVAL STREET  
SE R/W FRONT STREET

N 55°31'26" E  
23.00'  
SE R/W FRONT STREET

KEY WEST PART OF LOTS 2 & 3, SQUARE 7  
(O.R.B. 1288, PG. 1546, M.C.R.)  
**SUNSET PLAZA, INC.**  
PARCEL NO. 0668 25 00000470000000

**DUVAL STREET**  
50' PUBLIC RIGHT-OF-WAY  
(PER CITY OF KEY WEST ENGINEERING DEPARTMENT R/W MAP, DATED MAY 26, 1955)

S 34°05'56" E  
23.00'  
NE R/W of DUVAL STREET  
(BEARING BASE)

N 55°54'04" E  
1.00'  
NORTHEAST 1.00' of DUVAL STREET

P.O.B.  
S 34°05'56" E  
103.55' SO. FT.  
N 34°05'56" W

SOUTHEAST LINE & SW EXTENSION  
(PER O.R.B. 1228, PG. 1546, M.C.R.)

1.00'  
S 55°54'04" W

MONROE COUNTY  
OFFICIAL RECORDS

REVISIONS



**AVIROM & ASSOCIATES, INC.**  
SURVEYING & MAPPING  
50 S.W. 2nd AVENUE, SUITE 102  
BOCA RATON, FLORIDA 33432  
TEL. (561) 392-2584, FAX (561) 394-7125  
www.AVIROMSURVEY.com  
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JOB #:	9559-2
SCALE:	1" = 5'
DATE:	10-24-2014
BY:	K.M.C.
CHECKED:	M.D.A.
F.B.	N/A PG. N/A
SHEET:	3 OF 3

**City of Key West  
Planning Department**



**Verification Form**  
*(Where Authorized Representative is an entity)*

I, Barton W. Smith, in my capacity as member  
*(print name) (print position; president, managing member)*

of Smith Oropeza Hawks  
*(print name of entity serving as Authorized Representative)*

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:

101 Duval Street, Key West, Florida 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.

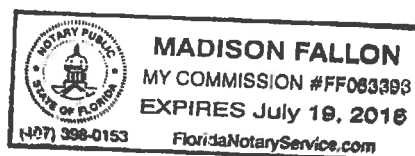
  
*Signature of Authorized Representative*

Subscribed and sworn to (or affirmed) before me on this 12/12/14 by  
*date*

Barton W. Smith.  
*Name of Authorized Representative*

He/She (s personally known to me) or has presented \_\_\_\_\_ as identification.

  
*Notary's Signature and Seal*



\_\_\_\_\_  
*Name of Acknowledger typed, printed or stamped*

\_\_\_\_\_  
*Commission Number, if any*

**City of Key West  
Planning Department**



**Authorization Form  
(Individual Owner)**

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

I, Sunset Plaza, Benjamin Hamuy authorize  
*Please Print Name(s) of Owner(s) (as appears on the deed)* pres.

Boas Development Group and Smith Oropesa  
*Please Print Name of Representative*

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

Benny Hamuy  
*Signature of Owner*

\_\_\_\_\_  
*Signature of Joint/Co-owner if applicable*

Subscribed and sworn to (or affirmed) before me on this 7/28/2014 by  
*date*

Benjamin Hamuy  
*Name of Authorized Representative*

He/She is personally known to me or has presented FL State Driver's License as identification.

[Signature]  
*Notary's Signature and Seal*



Leo Paul Senecal  
State of Florida  
MY COMMISSION # FF 18540  
Expires: May 15, 2017

Leo Paul Senecal  
*Name of Acknowledger typed, printed or stamped*

#FF18540  
*Commission Number, if any*

753450

REC 1228 PAGE 1546

1500

12,320.00

12,335.00

RETURN TO:

THIS INSTRUMENT PREPARED BY:  
Craig H. Benson, Esq.  
Federal Deposit Insurance Corp.  
P.O. Box 725003  
Orlando, FL 32872-5003  
407-282-7575  
Parcel #27-3831EO-26-5.07

FILED FOR RECORD  
72 OCT -2 P3:14  
DANNY COLMAN  
CLERK  
MONROE COUNTY, FLA

**QUIT CLAIM DEED**

THIS INSTRUMENT made this 21<sup>st</sup> day of SEPTEMBER 1992, by the FEDERAL DEPOSIT INSURANCE CORPORATION, as Receiver of SOUTHEAST BANK, N.A., whose address is P.O. Box 725003, Orlando, FL 32872-5003, hereinafter called the Grantor, and SUNSET PLAZA, INC., a Florida Corporation, whose tax identification number is \_\_\_\_\_ and whose address is 2465 EAST SWIRSE BLVD STE 000 FT LAUDERDALE, FL 33304 hereinafter called the Grantee.

When used herein, the terms "Grantor" and "Grantee", include all parties to this instrument, their heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations.

WITNESSETH: That the Grantor, for and in consideration of the sum of TEN AND 00/100THS DOLLARS (\$10.00) and other good and valuable consideration, paid by the Grantee, receipt and sufficiency hereof is hereby acknowledged, does hereby remise, release and forever quit claim unto the Grantee, its heirs and assigns, all of Grantor's right, title, and interest in and to the following described real property situated in Monroe County, State of Florida, to-wit:

SEE EXHIBIT "A" ATTACHED HERETO

THIS DEED IS WITHOUT ANY WARRANTY (WHETHER STATUTORY, EXPRESS OR IMPLIED), AND GRANTOR DOES NOT WARRANT TITLE TO THE REAL PROPERTY HEREBY CONVEYED.

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

12 3300 Date 10-2-92  
MONROE COUNTY  
DANNY COLMAN CLERK  
By [Signature] D.C.

753450

REG 1228 PAGE 1547

IN WITNESS WHEREOF, the Grantor has caused these presents to be signed by its Attorney-In-Fact this 29 day of Sept, 1992.

FEDERAL DEPOSIT INSURANCE CORPORATION, as Receiver of SOUTHEAST BANK, N.A.

WITNESSES:

[Signature]  
Print Name: J. A. BERN

[Signature]  
Print Name: MARILYN KNOX

By: [Signature]  
NAME: DAVID WATSON  
Its: Attorney-In-Fact  
P.O. DRAWER 725003  
Orlando, Fl 32872-5003

STATE OF FLORIDA  
COUNTY OF ORANGE

I HEREBY CERTIFY, that on this 29 day of Sept, 1992, before me personally appeared FEDERAL DEPOSIT INSURANCE CORPORATION, as Receiver of SOUTHEAST BANK, N.A., by DAVID WATSON its Attorney-In-Fact, to me known personally or has produced as identification and did take an oath, and acknowledged the execution thereof to be his/her free act and deed for the uses and purposes therein mentioned.

WITNESS my signature and official seal at Orlando, Florida in the County of Orange.

[Signature]  
NOTARY PUBLIC  
Name: MARILYN KNOX  
My Commission Expires:

[NOTARIAL SEAL]  
NOTARY PUBLIC STATE OF FLORIDA AT LARGE  
MY COMMISSION EXPIRES JUNE 24, 1994  
BONDED THROUGH ANTON AGENCY INC.



753450

REC 1228 PAGE 1548

EXHIBIT "A"

On the Island of Key West and known as a part of Lots Two (2) and Three (3) in Square Seven (7), according to William A. Whitehead's Map of said Island, delineated in February, A.D. 1828, said parcel being further described by notes and bounds as follows:

**BEGINNING** at the intersection of the Northeastly right-of-way boundary line of Duval Street with the Southeastly right-of-way boundary line of Front Street and running thence in a Northeastly direction along the said right-of-way line of Front Street for a distance of 149.0 feet to a point; thence at right angles in a Southeastly direction for a distance of 120.0 feet to a point; thence at right angles in a Southeastly direction for a distance of 36.0 feet to a point; thence at right angles in a Southeastly direction for a distance of 22.0 feet to a point; thence at right angles in a Southeastly direction for a distance of 29.5 feet to a point; thence at right angles in a Northwestly direction for a distance of 6.75 of a foot to a point; thence at right angles in a Southeastly direction for a distance of 7.42 feet to a point; thence at right angles in a Northwestly direction for a distance of 25.38 feet to a point; thence at right angles in a Southeastly direction for a distance of 30.23 feet to a point; thence at right angles in a Southeastly direction for a distance of 1.13 feet to a point; thence at right angles in a Southwestly direction for a distance of 13.83 feet to the said right-of-way line of Duval Street; thence at right angles in a Northeastly direction along the said right-of-way line of Duval Street for a distance of 117.00 feet back to the Point of Beginning.

Referred to Official records from  
in Monroe County, Florida  
Record Verified  
DANNY L. KOLMAGE  
Clerk Circuit Court



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

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

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## Property Record Card -

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

**Alternate Key: 1000469 Parcel ID: 00000470-000000**

### Ownership Details

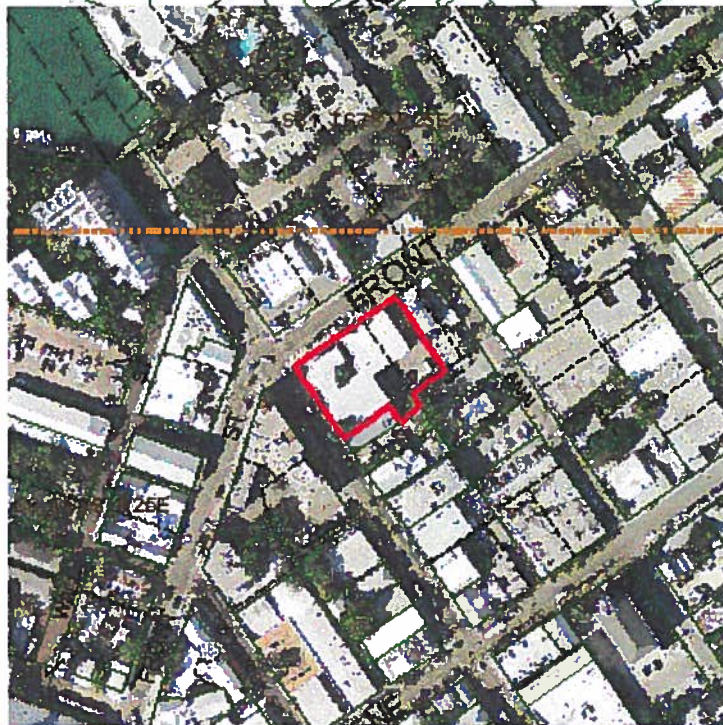
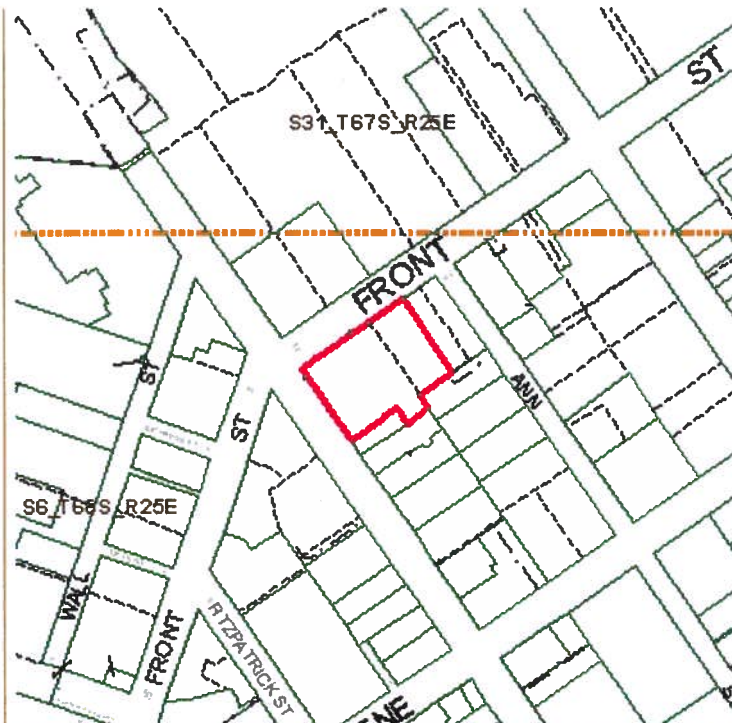
**Mailing Address:**  
SUNSET PLAZA INC  
C/O HAMUY  
PO BOX 1268  
HALLANDALE, FL 33008-1268

### Property Details

**PC Code:** 16 - COMMUNITY SHOPPING CENTERS  
**Millage Group:** 10KW  
**Affordable Housing:** No  
**Section-Township-Range:** 06-68-25  
**Property Location:** 101 DUVAL ST KEY WEST  
**Legal Description:** KW PT LOTS 2 AND 3 SQR 7 G61-81/85 OR294-104/06 OR658-276/77E OR1228-1546/48 OR1288-1319/21C

**Click Map Image to open interactive viewer**





## Land Details

Land Use Code	Frontage	Depth	Land Area
100D - COMMERCIAL DRY	119	172	20,952.00 SF

## Building Summary

Number of Buildings: 1  
 Number of Commercial Buildings: 1  
 Total Living Area: 10242  
 Year Built: 1994

# Building 1 Details

**Building Type**  
**Effective Age** 14  
**Year Built** 1994  
**Functional Obs** 0

**Condition** G  
**Perimeter** 661  
**Special Arch** 0  
**Economic Obs** 0

**Quality Grade** 500  
**Depreciation %** 15  
**Grnd Floor Area** 10,242

**Inclusions:**

**Roof Type**  
**Heat 1**  
**Heat Src 1**

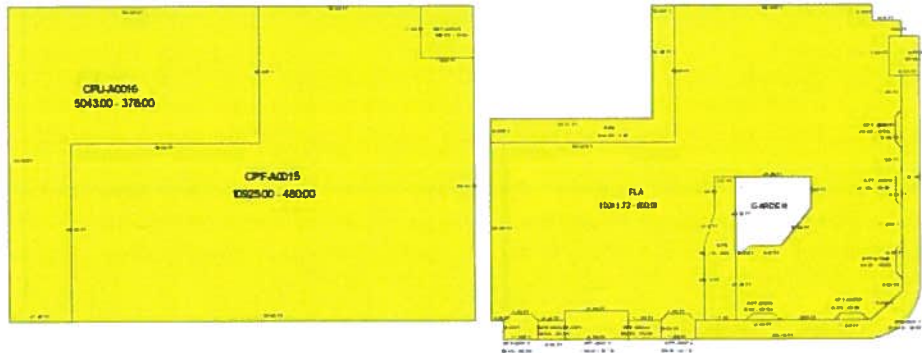
**Roof Cover**  
**Heat 2**  
**Heat Src 2**

**Foundation**  
**Bedrooms** 0

**Extra Features:**

**2 Fix Bath** 20  
**3 Fix Bath** 0  
**4 Fix Bath** 0  
**5 Fix Bath** 0  
**6 Fix Bath** 0  
**7 Fix Bath** 0  
**Extra Fix** 24

**Vacuum** 0  
**Garbage Disposal** 0  
**Compactor** 0  
**Security** 1  
**Intercom** 0  
**Fireplaces** 0  
**Dishwasher** 0



**Sections:**

Nbr	Type	Ext Wall	# Stories	Year Built	Attic	A/C	Basement %	Finished Basement %	Area
1	OPF		1	1994					131
2	OPF		1	1994					19
3	FLA		1	1994		Y			10,242
4	OPX		1	1994					458
5	OUU		1	1994					803
6	OPF		1	1994					19
7	OPF		1	1994					21

8	OPF	1	1994	21
9	OPF	1	1994	21
10	OPF	1	1994	90
11	OPF	1	1994	194
12	OPE	1	1994	89
13	CPU	1	1994	5,043
14	OPU	1	1994	916
19	CPF	1	1994	10,925
20	OPU	1	1994	66
21	OPU	1	1994	57
22	SBF	1	1994	306

**Interior Finish:**

Section Nbr	Interior Finish Nbr	Type	Area %	Sprinkler	A/C
		REST/CAFET-A-	20	Y	Y
	206	1 STY STORE-A	80	Y	Y
	207	OPX	100	N	N
	208	OUU	100	N	N

**Exterior Wall:**

Interior Finish Nbr	Type	Area %
75	CUSTOM	100

**Misc Improvement Details**

Nbr	Type	# Units	Length	Width	Year Built	Roll Year	Grade	Life
1	RW2:RETAINING WALL	1,261 SF	0	0	1993	1994	4	50
2	PT2:BRICK PATIO	95 SF	0	0	1993	1994	2	50
3	FN3:WROUGHT IRON	104 SF	26	4	1993	1994	2	60
4	CL2:CH LINK FENCE	396 SF	66	6	1975	1976	1	30
5	PT2:BRICK PATIO	150 SF	0	0	1999	2000	4	50

**Appraiser Notes**

2002 & 2003 CUT OUT DONE FOR SUNSET PLAZA INC)
RE 48 COMBINED W/THIS RE FOR ASSMT PURPOSES 5-16-95 LG)
TPP 8943265 - HENNA BODY ART TATTOO (BOOTH IN FRONT) TPP 8950910 - SUNSET SPORT CORP (UNIT 101) TPP 8950921 - KEY WEST SYTLE INC (UNIT 105) TPP 8950932 - DUVAL CENTER INC (UNIT 109) TPP 8865091 - SUNGLASS HUT TRADING HUT #681 (UNIT 103)

**Building Permits**

Bldg Number	Date Issued	Date Completed	Amount	Description	Notes
1	12-1687	05/10/2012	12/31/2012	62,000 Commercial	INSTALL 12000 SF OF 60 MIL TPO SINGLE PLY

1	11-4610	12/21/2011		1,200	Commercial	REPLACE 3 PHASE - 4 WIRES METER BANK.
	10-0481	06/11/2010		3,000	Commercial	AFTER THE FACT: REOPEN PREVIOUSLY CLOSED INTERIOR DOORWAY WITH NEW WOOD AND GLASS POCKET DOORS.
	11-0242	02/28/2011		100	Commercial	INSTALL THREE SIGNS.
	08-2701	07/24/2008		2,200	Commercial	REPLACE ONE 100AMP 3 PHASE METER CAN.
	09-3689	10/27/2009		1,500	Commercial	EMERGENCY REPAIRS: CHANGE A PHASE FROM MAIN DISCONNECT 600 AMP SERVICE.
	10-2281	07/19/2010		450	Commercial	INSTALL TWO WEATHER PROFF RECEPTACLE OUTLETS IN FRONT OF BUILDING.
	13-4102	09/25/2013		300	Commercial	CHANGE FUSES IN MAIN DISCONNECT 3-PHASE
	15-3808	12/02/2015		26,465	Commercial	1094 SF ENCLOSURE OF AN EXISTING COURTYARD AREA TO MATCH EXISTING BLDG DESIGN.
	15-1896	12/18/2015		793,600	Commercial	REVISION #3: EXIST PLAN MODIFICATION FOR ADDITIONAL CHECKSTANDS. NEW SELF CHECKOUT COUNTERS. RELOCATED CONDENSER TO ROOF. ADD DETAIL FOR CONDENSER ATTACHMENT.
1	B923242	12/01/1992	10/01/1994	700,000	Commercial	BLDG,PAVING,LANDSCAPING
1	M943005	09/01/1994	11/01/1994	27,000	Commercial	9-5TON A/C W/35 DROPS
1	B943395	10/01/1994	11/01/1994	500	Commercial	PAINT,TILE,WALL PANELING
1	B943396	10/01/1994	11/01/1994	6,000	Commercial	PAINT,TILE,WALL PANELING
1	B943397	10/01/1994	11/01/1994	5,000	Commercial	PAINT,TILE
1	B943512	10/01/1994	12/01/1994	13,368	Commercial	CUSTOM CANVAS AWNINGS
1	B943526	10/01/1994	12/01/1994	12,000	Commercial	INTERIOR BUILD OUT
1	P943628	11/01/1994	12/01/1994	1,200	Commercial	3/LAV,3/W.CLOSET,2 H.BIBB
1	P943629	11/01/1994	12/01/1994	3,800	Commercial	1/S.POT,1/S.HAND,1/S.SLOP
1	P943629	11/01/1994	12/01/1994	3,800	Commercial	1/HEATER
1	B943785	11/01/1994	12/01/1994	25,000	Commercial	INTER ALTERATIONS
1	P943864	11/01/1994	12/01/1994	2,100	Commercial	1/LAB,1W/CLOSET
1	B943921	11/01/1994	12/01/1994	38,000	Commercial	1050SF RETAIL SPACE
1	A944017	12/01/1994	10/01/1995	2,000	Commercial	INSTALL SIGNS
1	P944043	12/01/1994	10/01/1995	5,400	Commercial	PLUMBING ADDITIONS
1	E944064	12/01/1994	10/01/1995	2,000	Commercial	ELECTRICAL ADDITIONS
1	E944099	12/01/1994	10/01/1995	1,800	Commercial	ELECTRICAL ADDITIONS
1	A950032	01/01/1995	10/01/1995	4,000	Commercial	SIGNS
1	M950108	01/01/1995	10/01/1995	5,000	Commercial	5 TON AC
1	E950481	02/01/1995	10/01/1995	400	Commercial	ELECTRICAL
1	E951120	04/01/1995	10/01/1995	785	Commercial	BURGLAR ALARM
1	E951125	04/01/1995	10/01/1995	585	Commercial	BURGLAR ALARM
1	E952728	08/01/1995	11/01/1995	2,200	Commercial	ELECTRICAL
1	M953302	10/01/1995	11/01/1995	2,850	Commercial	HOOD & INSPECTION
1	A953982	11/01/1995	11/01/1995	100	Commercial	SIGN
1	9703093	09/01/1997	10/01/1997	700	Commercial	INSTALL 4 LIGHTS
1	9800177	01/16/1998	12/07/1998	1,200	Commercial	ELECTRICAL
1	9801123	04/07/1998	12/07/1998	1,709	Commercial	MECHANICAL
1	9900541	05/11/1999	11/03/1999	2,000	Commercial	IRON GATES FOR SECURITY
1	9902941	09/03/1999	11/03/1999	2,000	Commercial	RENOVATIONS/REPAIRS
1	9903302	11/03/1999	12/07/1999	500	Commercial	SIGN

1	0001188	05/05/2000	07/14/2000	4,000	Commercial	DEMO WALL/CREATE 1 STORE
1	0001814	07/21/2000	12/14/2000	1,000	Commercial	SIGNS
1	0001993	07/20/2000	12/14/2000	1,200	Commercial	SIGNS
1	05-4384	11/02/2005	12/22/2005	50,000	Commercial	19 SEAT COFFEE SHOP BUILDOUT
1	05-5145	01/22/2005	12/22/2005	20,000	Commercial	ROUGH DRAIN VENT
1	06-1660	03/13/2006	07/26/2006	1,950	Commercial	FILL VOID (INLANDING WITH CONCRETE)
1	05-3278	08/03/2005	12/22/2005	6,500	Commercial	DEMO PEMI (UNIT 103) DISPOSAL OF DEMOLITION
1	05-4374	10/11/2005	12/22/2005	15,000	Commercial	INSTALL ELECTRICAL SYSTEM 1120 SF
1	06-2895	10/12/2006	12/28/2006	13,100	Commercial	INSTALLATION OF ADA LIFT
1	07-2270	05/11/2007	05/11/2007	3,300	Commercial	REPLACE EXISTING 5-TON A/C
1	08-0084	01/15/2008		19,200	Commercial	INSTALL WHEELCHAIR LIFT

## Parcel Value History

Certified Roll Values.

[View Taxes for this Parcel.](#)

Roll Year	Total Bldg Value	Total Misc Improvement Value	Total Land Value	Total Just (Market) Value	Total Assessed Value	School Exempt Value	School Taxable Value
2015	2,201,386	12,821	5,166,973	7,381,180	6,160,000	0	7,381,180
2014	2,201,386	12,038	4,996,633	5,600,000	5,600,000	0	5,600,000
2013	2,253,184	12,410	4,201,714	5,600,000	5,212,324	0	5,600,000
2012	2,253,184	12,793	4,201,714	5,600,000	4,738,477	0	5,600,000
2011	2,279,082	13,176	4,201,714	5,600,000	4,307,707	0	5,600,000
2010	2,330,880	13,549	4,728,822	3,916,098	3,916,098	0	3,916,098
2009	2,382,677	13,932	6,097,018	3,916,098	3,916,098	0	3,916,098
2008	2,382,677	14,314	3,886,597	3,916,098	3,916,098	0	3,916,098
2007	1,795,363	14,656	3,886,597	3,916,098	3,916,098	0	3,916,098
2006	1,707,515	15,040	2,933,280	3,466,067	3,466,067	0	3,466,067
2005	1,248,103	15,423	2,304,720	4,738,000	4,738,000	0	4,738,000
2004	1,276,460	15,795	2,095,200	4,600,000	4,600,000	0	4,600,000
2003	1,276,460	16,180	1,718,064	4,600,000	4,600,000	0	4,600,000
2002	1,276,460	16,562	1,718,064	4,685,609	4,685,609	0	4,685,609
2001	1,276,460	15,611	1,718,064	4,629,130	4,629,130	0	4,629,130
2000	1,364,313	4,770	1,299,024	4,509,601	4,509,601	0	4,509,601
1999	1,485,585	4,326	1,355,921	4,509,601	4,509,601	0	4,509,601
1998	990,390	4,411	1,355,921	2,926,817	2,926,817	0	2,926,817
1997	1,089,120	4,505	1,312,182	2,926,817	2,926,817	0	2,926,817
1996	990,109	4,597	1,312,182	2,926,817	2,926,817	0	2,926,817
1995	986,195	4,684	1,312,182	2,926,817	2,926,817	0	2,926,817
1994	0	2,665	589,086	591,751	591,751	0	591,751
1993	0	2,665	589,086	591,751	591,751	0	591,751
1992	0	2,665	589,086	591,751	591,751	0	591,751
1991	0	2,665	589,086	591,751	591,751	0	591,751

1990	0	2,665	512,996	515,661	515,661	0	515,661
1989	0	2,665	510,541	513,206	513,206	0	513,206
1988	0	2,665	449,178	451,843	451,843	0	451,843
1987	0	2,665	327,270	329,935	329,935	0	329,935
1986	0	2,665	327,270	329,935	329,935	0	329,935
1985	0	2,665	273,037	275,702	275,702	0	275,702
1984	0	2,665	131,268	133,933	133,933	0	133,933
1983	0	2,665	109,895	112,560	112,560	0	112,560
1982	0	2,665	109,895	112,560	112,560	0	112,560

## Parcel Sales History

NOTE: Sales do not generally show up in our computer system until about two to three months after the date of sale. If a recent sale does not show up in this list, please allow more time for the sale record to be processed. Thank you for your patience and understanding.

Sale Date	Official Records Book/Page	Price	Instrument	Qualification
9/1/1992	1228 / 1546	1,760,000	QC	M

This page has been visited 975 times.

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

**SKETCH & DESCRIPTION**  
**FRONT STREET & DUVAL STREET**

SQUARE 7  
 WILLIAM A. WHITEHEAD MAP OF KEY WEST

**LEGAL DESCRIPTION:**

A strip of land being the southeast 1.00 foot of Front Street contiguous with a part of Lots 2 and 3, Square 7, according to the William A. Whitehead's Map of the City of Key West, Monroe County, Florida, delineated on February, 1829 described as follows:

COMMENCING at the intersection of the northeasterly right-of-way of Duval Street with the southeasterly right-of-way of Front Street as shown on said William A. Whitehead's Map of the City of Key West and on the official right-of-way map by the City of Key West Engineering Department, dated May 26, 1955; thence N 55°51'26" E along the southeast right-of-way of Front Street, 13.55 feet to the POINT OF BEGINNING; thence continue N 55°51'26" E along said right-of-way line, 155.29 feet to the northeast line of lands described in Official Records Book 1228, Page 1546 of the Public Records of Monroe County, Florida; thence N 34°07'30" W along the northwesterly extension of said northeast line, 1.00 foot to a line being 1.00 foot northwesterly of and parallel with the southeasterly right-of-way line of Front Street; thence S 55°51'26" W along said parallel line, 155.29 feet; thence S 34°05'56" E, 1.00 foot to the POINT OF BEGINNING.

Said lands lying and being in Section 6, Township 68 South, Range 25 East, City of Key West, Monroe County, Florida containing 155.3 square feet (0.004 acre) more or less.


**TOGETHER WITH:**

A strip of land being a portion of Duval Street contiguous with a part of Lot 3, Square 7, according to the William A. Whitehead's Map of the City of Key West, Monroe County, Florida, delineated on February, 1829 described as follows:

COMMENCING at the intersection of the northeasterly right-of-way of Duval Street with the southeasterly right-of-way of Front Street as shown on said William A. Whitehead's Map of the City of Key West and on the official right-of-way map by the City of Key West Engineering Department, dated May 26, 1955; thence S 34°05'56" E along the northeast right-of-way of Duval Street, 13.85 feet to the POINT OF BEGINNING; thence continue S 34°05'56" E along said right-of-way line, 84.05 feet; thence S 13°16'35" W, 1.68 feet; thence N 34°06'55" W, 66.90 feet; thence S 55°53'05" W, 0.88 feet; thence N 34°06'55" W, 0.13 feet; thence N 55°53'05" E, 0.80 feet; thence N 34°06'55" W, 16.83 feet; thence N 10°53'05" E, 1.89 feet to the POINT OF THE BEGINNING.

Said lands lying and being in Section 6, Township 68 South, Range 25 East, City of Key West, Monroe County, Florida containing 106.2 square feet (0.002 acre) more or less.

NOT VALID WITHOUT SHEETS 1 - 3

<b>REVISIONS</b>			<b>AVIROM &amp; ASSOCIATES, INC.</b> <b>SURVEYING &amp; MAPPING</b> 50 S.W. 2ND AVENUE, SUITE 102 BOCA RATON, FLORIDA 33432 TEL. (561) 392-2594, FAX (561) 394-7125 www.AVIROM-SURVEY.com <small>© 2014 AVIROM &amp; ASSOCIATES, INC. all rights reserved.                  This sketch is the property of AVIROM &amp; ASSOCIATES, INC.                  and should not be reproduced or copied without written permission.</small>	JOB #:	<b>9559-2</b>
REVISED PER ENGINEER'S DESIGN	S.A.M. 03/15/2016			SCALE:	1" = 10'
REVISED SKETCH & DESCRIPTION	S.A.M. 04/01/2016			DATE:	10/24/2014
				BY:	K.M.C.
				CHECKED:	M.D.A.
		F.B.	- PG. -		
		SHEET	1 OF 3		

**SKETCH & DESCRIPTION**  
**FRONT STREET & DUVAL STREET**

SQUARE 7  
 WILLIAM A. WHITEHEAD MAP OF KEY WEST

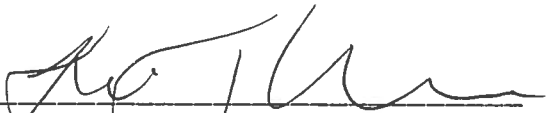
**SURVEYOR'S NOTES:**

1. Reproductions of this Sketch are not valid without the signature and the original raised seal of a Florida licensed surveyor and mapper.
2. No Title Opinion or Abstract to the subject property has been provided. It is possible that there are Deeds, Easements, or other instruments (recorded or unrecorded) which may affect the subject property. No search of the Public Records has been made by the Surveyor.
3. The land description shown hereon was prepared by the Surveyor.
4. Bearings shown hereon are assumed based on the northeast right-of-way line of Duval Street having a bearing of S 34°05'56" E.
5. Data shown hereon was compiled from instrument(s) of record and does not constitute a boundary survey.
6. Abbreviation Legend:  $\text{C}$ = Centerline; L.B.= Licensed Business; M.C.R.= Monroe County Records; NO.= Number; O.R.B.= Official Records Book; PG.= Page; P.L.S. = Professional Land Surveyor; P/O= Portion of; P.O.B.= Point of Beginning; P.O.C.= Point of Commencement; R/W= Right-of-Way; SQ. FT.= Square feet.


**CERTIFICATION:**

I HEREBY CERTIFY that the attached Sketch and Description of the hereon described property is true and correct to the best of my knowledge and belief as prepared under my direction. I FURTHER CERTIFY that this Sketch and Description meets the Standards of Practice set forth in Chapters 5J-17, Florida Administrative Code, pursuant to Section 472.027, Florida Statutes.

Date: 04-01-2016

  
 KEITH M. CHEE-A-TOW, P.L.S.  
 Florida Registration No. 5328  
 AVIROM & ASSOCIATES, INC.  
 L.B. No. 3300

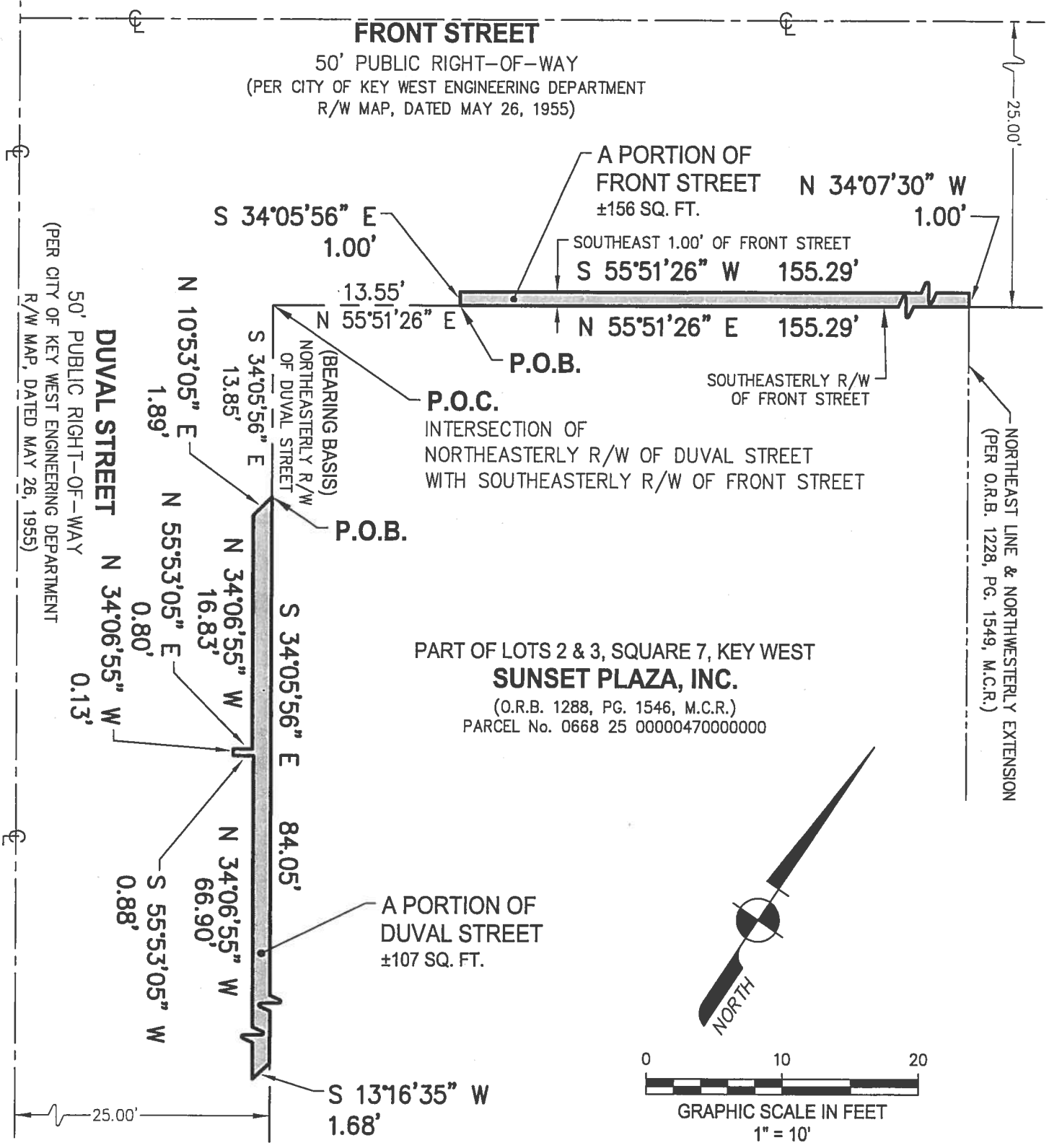
NOT VALID WITHOUT SHEETS 1 - 3

<b>REVISIONS</b>		<b>AVIROM &amp; ASSOCIATES, INC.</b> <b>SURVEYING &amp; MAPPING</b> 50 S.W. 2ND AVENUE, SUITE 102 BOCA RATON, FLORIDA 33432 TEL. (561) 392-2594, FAX (561) 394-7125 www.AVIROM-SURVEY.com	<b>JOB #:</b>	<b>9559-2</b>
REVISED PER ENGINEER'S DESIGN	S.A.M. 03/15/2016	<small>©2014 AVIROM &amp; ASSOCIATES, INC. all rights reserved.                  This sketch is the property of AVIROM &amp; ASSOCIATES, INC.                  and should not be reproduced or copied without written permission.</small>	<b>SCALE:</b>	1" = 10'
REVISED SKETCH & DESCRIPTION	S.A.M. 04/01/2016		<b>DATE:</b>	10/24/2014
		<b>BY:</b>	K.M.C.	
		<b>CHECKED:</b>	M.D.A.	
		<b>F.B.</b>	-	<b>PG.</b> -
		<b>SHEET</b>	<b>2</b>	<b>OF 3</b>



**SKETCH & DESCRIPTION  
FRONT STREET & DUVAL STREET**

SQUARE 7  
WILLIAM A. WHITEHEAD MAP OF KEY WEST



**PART OF LOTS 2 & 3, SQUARE 7, KEY WEST**  
**SUNSET PLAZA, INC.**  
(O.R.B. 1288, PG. 1546, M.C.R.)  
PARCEL No. 0668 25 00000470000000

NOT VALID WITHOUT SHEETS 1 - 3

REVISIONS	
REVISED PER ENGINEER'S DESIGN	S.A.M. 03/15/2016
REVISED SKETCH & DESCRIPTION	S.A.M. 04/01/2016



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JOB #:	9559-2
SCALE:	1" = 10'
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BY:	K.M.C.
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F.B.	- PG. -
SHEET	3 OF 3

