



THE CITY OF KEY WEST

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

August 27, 2015

Mr. David B. Levin
GRAYROBINSON, P.A.
333 S.E. 2nd Avenue, Suite 3200
Miami, Florida 33131

Mr. Carlos D. Lerman
LERMAN & WHITEBROOK, P.A.
2611 Hollywood Boulevard
Hollywood, Florida 33020

Mr. Barton W. Smith
SMITH OROPEZA HAWKS, P.L.
138 Simonton Street
Key West, Florida 33040

RE: 816 Eaton Street, Key West, Florida 33040 AK# 1006009 (RE# 005780-000000)
4 Lopez Lane, Key West, Florida 33040 AK# 1006025 (RE# 0005800-000000)

Dear Mr. Levin, Mr. Lerman and Mr. Smith,

In accordance with Section 118-169 of the City of Key West Land Development Regulations, the Planning Department has reviewed your March 10, 2015 request for a lot split at the above-referenced addresses. Lot splits are defined by Section 118-3 of the Land Development Regulations as being “any change in the lot lines or boundaries defining land configurations which does not increase the number of lots and requires no extension of off-site improvements.”

According to the information submitted to the Planning Department, 816 Eaton Street and 4 Lopez Lane have resolved a boundary dispute concerning the two above referenced properties. As part of the proposed resolution there will be an exchanging of quit claim deeds. This will in effect have 816 Eaton Street conveying a small strip of land. The current land area is 3,872 square feet. The amount of square footage being transferred is less than 1.5 feet. The property of 4 Lopez Lane, is a Single Family Home with a current lot size of 4,361 square feet. The lot split is a trapezoidal strip that runs along the property boundary separating 816 Eaton Street and 4 Lopez Lane, and ranges between 1 to 3 inches wide and 44 feet long. The proposed new boundary will run along the south-easterly face of the Dickenson’s newly constructed fence. The actual description of the property being conveyed is set forth as exhibit B. The Dickson’s proposed property description set in exhibit A. the fence will act as the new property boundary line (with the fence being completely on the Dickson’s proposed new property).



THE CITY OF KEY WEST

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The surveys attached reflect the old boundary line, proposed new boundary line, revised survey including tree and tree detail and the neighbor's survey revised with new boundary line. Both properties are located in the HHDR zone, the Historic High Density Residential development. The proposed lot split will result in the reconfiguration of both property lines so as to eliminate property line encroachments. Please note that this lot split will not create any nonconformities. The neighbor's pool is still within allowed setback requirements. There are no obstructions within the side setbacks for both properties.

The property at 816 Eaton Street and 4 Lopez Lane received an approval for a Ficus tree removal permit on December 10, 2014 by the Tree Commission. Permit issuance for the tree removal will be issued once the property line has been settled and verified through the Planning Department's lot split determination process.

According to Section 118-169 of the Code, the deeds and official copies of the final plat, as prepared by a land surveyor in conformance with regulations identified in sections 118-256 through 118-260 reflecting the lot line adjustment, must be filed and recorded and provided to the Planning Department within 120 days of this approval.

Please do not hesitate to contact me at 305-809-3724, or mleto@cityofkeywest-fl.gov with any questions or concerns.

Melissa Paul-Leto
Planner Analyst

Attachments:

- Attachment 1: Application Request and Exhibit B
- Attachment 2: Exhibit A
- Attachment 3: Surveys
- Attachment 4: Boundary Line agreement
- Attachment 5: Monroe County Property Search Information

CC: Thaddeus L. Cohen, Planning Director
Larry Erskine, Chief Assistant City Attorney
GEO Files, 816 Eaton / 4 Lopez Lane

Application

GRAYROBINSON, P.A.
333 S.E. 2nd Avenue, Suite 3200
Miami, Florida 33131
Tel. 305-416-6880

LERMAN & WHITEBROOK, P.A.
2611 Hollywood Boulevard
Hollywood, Florida 33020
Tel. 954-922-2811

March 9, 2015

RECEIVED

MAR 10 2015

CITY OF KEY WEST
PLANNING DEPT.

SENT VIA FEDEX DELIVERY

City of Key West, Planning Department
Attention: Venetia Flowers
3140 Flagler Avenue
Key West, Florida 33040-4602

Re: Joint Lot Split Application
Property: 816 Eaton Street, AK # 1006009, RE# 00005780-000000
Property: 4 Lopez Lane, AK # 1006025, RE # 00005800-000000

Dear Ms. Venetia Flowers:

GrayRobinson, P.A. represents the owners of the property located at 816 Eaton Street, Stephen M. Dickson and his wife, Janice E. Dickson (the "Dicksons"), with respect to this joint lot split application. Enclosed you will find executed authorization forms appointing GrayRobinson, P.A. (and attorneys David B. Levin and Susan Cardenas) as the Dicksons' representative for purposes of applying for the below requested lot split.

Lerman & Whitebrook, P.A. represents the owners of the adjacent property located at 4 Lopez Lane, Eric Dickstein and Ronit Berdugo (the "Dicksteins"), with respect to this joint lot split application. Enclosed you will find an executed authorization form appointing Lerman & Whitebrook, P.A. (and attorney Carlos Lerman) as the Dicksteins' representative for purposes of applying for the below requested lot split.

We have also enclosed is our firm check # 404334 for \$650.00 representing the necessary filing and processing fees.

The Dicksons and the Dicksteins have resolved a boundary dispute concerning the two above referenced properties. As part of the proposed resolution, the parties will be exchanging quit claim deeds, which will have the net effect of the Dicksons conveying a small strip of land (approximately 1 inch by 44 feet) to the Dicksteins, and will create a new boundary line separating the properties. A copy of the parties' draft Boundary Line Agreement is enclosed, which contains the current legal description of the Dicksons' property and the proposed new legal description of the Dicksons' property. We have also enclosed a survey performed by Lynn O'Flynn of the Dicksons' current property, and a separate survey depicting and describing the new proposed legal description. The proposed Boundary Line Agreement will be recorded in the Public Records of Monroe County, Florida, upon the approval of this Lot Split Application.

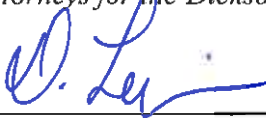
City of Key West, Planning Department
Attn: Venetia Flowers
March 6, 2015
Page 2 of 2

new proposed legal description. The proposed Boundary Line Agreement will be recorded in the Public Records of Monroe County, Florida, upon the approval of this Lot Split Application.

Both the Dicksons and the Dicksteins are desirous to create the new boundary line separating their respective properties, and wish to submit to the City of Key West Planning Department this joint application for Lot Split, so that the City will recognize the agreed upon boundary line as being authorized and accepted by the City. Please review and the enclosed materials and advise what additional information is needed to process this application. We are hopeful that this matter can be conclusively determined by March 26, 2015.

Sincerely,

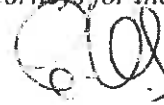
GrayRobinson, P.A.
Attorneys for the Dicksons



David B. Levin, Esq.
Email: david.levin@gray-robinson.com

Sincerely,

Lerman & Whitebook, P.A.
Attorneys for the Dicksteins



Carlos D. Lerman, Esq.
Email: carlos@lwlawfla.com

w/ Encl.

cc: Neil P. Linden, Esq.
Stephen & Janice Dickson
Eric & Ronit Berdugo

RECEIVED

MAR 10 2015

CITY OF KEY WEST
PLANNING DEPT.

This instrument prepared by and return to:

David B. Levin, Esq.
GrayRobinson, P.A.
1221 Brickell Avenue, Suite 1600
Miami, Florida 33131

Property Appraiser's Parcel ID Numbers:

Portion of: 00005800

Portion of: 00005780

BOUNDARY LINE AGREEMENT

THIS BOUNDARY LINE AGREEMENT (the "Agreement") is made effective this _____ day of _____, 2014, by and between **STEPHEN DICKSON and JANICE DICKSON, his wife (the "Dicksons")**, whose address is 816 Eaton Street, Key West, Florida 33040 and **ERIC DICKSTEIN, a single man, and RONIT BERDUGO, a single woman, as tenants in common (the "Dicksteins")**, whose address is 4 Lopez Lane, Key West, Florida 33040. Collectively, the Dicksons and the Dicksteins are referred to as the "Parties".

RECITALS:

1. The Dicksons are the owners of the real property located at 816 Eaton Street, Key West, Florida 33040, and claim fee simple title to the property legally described in that Warranty Deed recorded in Official Records Book 2623, Page 1376 of the Public Records of Monroe County, Florida (the "Dickson Property").

2. The Dicksteins are the owners of the real property located at 4 Lopez Lane, Key West, Florida 33040, and claim fee simple title to the property legally described in that Warranty Deed recorded in Official Records Book 2092, Page 33, as well as to the property described in that Quit Claim Deed recorded in Official Records Book 2095, Page 1294, all of the Public Records of Monroe County, Florida (collectively referred to as the "Dickstein Property").

3. There is an overlap between the Dickson Property and the Dickstein Property (the "Overlapping Parcel"), which has resulted in a dispute as to the true and

correct location of the boundary separating the Dickson Property and the Dickstein Property (the "Boundary Dispute").

4. The Parties have reached an agreement to establish a new boundary line between the Dickson Property and the Dickstein Property, which will remove any overlap between their respective properties, and otherwise resolve the Boundary Dispute.

5. In furtherance of the resolution of the Boundary Dispute, the Parties desire to enter into this Boundary Line Agreement (the "Agreement") for the purpose of establishing the agreed upon boundary line between the Dickson Property and the Dickstein Property, and to remove the apparent overlap in the legal descriptions of the properties from the Public Records of Monroe County, Florida.

NOW, THEREFORE, for \$10.00 and other good and valuable consideration, the receipt and sufficiency of which are hereby duly acknowledged, the Parties do hereby agree as follows:

1. Recitals. The Recitals are true and correct and form a material part of this Agreement.

2. Boundary Line. By virtue of the execution of this Agreement, the Parties agree that:

(a) The Dicksons are the owners of the property legally described in Exhibit "A" attached hereto; and

(b) The Dicksteins are the owners of the property legally described in that Warranty Deed recorded in Official Records Book 2092, Page 33 of the Public Records of Monroe County, Florida, *and* the property legally described in Exhibit "B".

3. Survey. A survey reflecting the Dicksons newly created and legally described property (Exhibit "A") is attached hereto as Exhibit "C". The survey also legally describes that portion of the Overlapping Property to be exclusively owned by the Dicksteins.

4. Conveyances.

(a) The Dicksteins, for and in consideration of the sum TEN and NO/100 DOLLARS (\$10.00) and other good and valuable consideration to the Dicksteins in hand paid by the Dicksons, the receipt whereof is hereby acknowledged, do hereby remise, release, and quitclaim to the Dicksons, and the Dicksons' heirs and assigns forever, all the right, title, interest, claim and demand which the Dicksteins have in and to the land described in Exhibit "A", situate, lying and being in Monroe County, Florida.

To Have and to Hold, the same together with all and singular appurtenances thereto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity, and claim whatsoever of the Dicksteins, either in law or equity, for the use, benefit and profit of the Dicksons forever.

(b) The Dicksons, for and in consideration of the sum TEN and NO/100 DOLLARS (\$10.00) and other good and valuable consideration to the Dicksons in hand paid by the Dicksteins, the receipt whereof is hereby acknowledged, does hereby remise, release, and quitclaim to the Dicksteins, and the Dicksteins' heirs and assigns forever, all the right, title, interest, claim and demand which the Dicksons have in and to the land described in Exhibit "B", situate, lying and being in Monroe County, Florida.

To Have and to Hold, the same together with all and singular appurtenances thereto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity, and claim whatsoever of the Dicksons, either in law or equity, for the use, benefit and profit of the Dicksteins forever.

5. Tree Removal. Reference is hereby made to that certain ficus tree that straddles the newly created boundary line between the Dickson Property and the Dickstein Property (the "Tree"). Notwithstanding the location of the Tree (inclusive of its foliage and subterranean roots), both Parties agree and consent to the removal of the Tree. The Dicksteins, on behalf on themselves and their tenants-in-possession of the Dickstein Property, provide their express consent and approval to the City of Key West Tree Commission for the Tree to be removed. However, the Dicksteins make no warranties, guarantees, or representations regarding the Dicksons' ability to obtain the necessary approvals from the Key West Tree Commission to remove the Tree. Any administrative costs shall be the Dicksons sole responsibility, in addition to the cost of physically removing the Tree. Neither the Dicksteins, nor their tenants-in-possession, shall interfere in any respects with the Tree removal process.

6. Real Property Taxes. The Parties to this Agreement may petition the Monroe County Tax Assessor and Property Appraiser to reassess their properties, such that the Dicksons shall only be responsible for the payment of real property taxes on the land described in Exhibit "A".

7. Specific Release. Except as otherwise set forth in this Agreement, in consideration of Paragraph 4 herein and for other good and valuable consideration, the Parties hereby remise, release, acquit, satisfy, and forever discharge each other, and the Parties' past, present and future assigns of and from all manner of action and actions, cause and causes of action, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, judgments, executions, claims, and demands whatsoever, in law or in equity (collectively "Released Claims"), which the

Parties ever had, now have, or may have against each other, for, upon, or by reason of any matter, cause, or thing whatsoever, from the beginning of the world to the Effective Date of this Agreement, specifically relating to, arising out of, or in any way stemming from the Boundary Dispute with the exception of the Parties' obligations under this Agreement.

8. Miscellaneous.

(a) Future Documents. At any time in the future, if any future documents are necessary to effectuate the intent of this Agreement, the parties agree to reasonably cooperate with each other in executing such documents.

(b) Applicable Law. This Agreement shall be construed, controlled, and interpreted according to the laws of the State of Florida.

(c) Severability. This Agreement is declared by the parties to be severable.

(d) Entire Agreement; Modification. This instrument constitutes the entire agreement between the parties and supersedes any previous discussions, understandings, and agreements. Modifications to and waivers of the provisions herein may be made only by the parties hereto and their successors and assigns, and only in writing.

(e) Attorney's Fees. Upon any breach or default of this Agreement, the non-prevailing party agrees to pay all costs of interpretation, enforcement, or collection, including, without limitation, attorney's fees, paralegal's fees, mediator's fees, investigator's fees, collection fees, or court costs, incurred by the prevailing party, and in addition to all costs, disbursements and allowances provided by law, at pre-trial, trial and appellate levels.

(f) Recording. This Agreement shall be recorded in the Public Records of Monroe County, Florida, at the expense of the Dicksons.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date indicated above.

[THE PARTIES' SIGNATURES APPEAR ON THE FOLLOWING PAGES]

Signed and acknowledged in the presence of:

WITNESSES:

STEPHEN DICKSON

Print name: _____

By: _____

Print name: _____

WITNESSES:

JANICE DICKSON

Print name: _____

By: _____

Print name: _____

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 2014, by Stephen Dickson and Janice Dickson, who are personally known to me or have produced _____ as identification.

Signature of Notary Public

(Print Notary Name)
My Commission

Commission

Expires: _____

AFFIX NOTARY STAMP

No.: _____

Signed and acknowledged in the presence of:

WITNESSES:

ERIC DICKSTEIN

Print name: _____

By: _____

Print name: _____

WITNESSES:

RONIT BERDUGO

Print name: _____

By: _____

Print name: _____

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 2014, by Eric Dickstein and Ronit Berdugo who are personally known to me or have produced _____ as identification.

Signature of Notary Public

(Print Notary Name)
My Commission

Expires: _____

AFFIX NOTARY STAMP

No.: _____

Commission

EXHIBIT "A"

New Legal Description of the Dickson Property, to be Conveyed by the Dicksteins

On the Island of Key West known as William A. Whitehead's map delineated in February A.D. 1829 as part of Lot Two (2) in Square Thirty-four (34) and described as follows:

Commencing at a point on Eaton Street distance One Hundred Fifty-Seven (157) feet from the corner of Eaton and Margaret Streets and running thence along Eaton Street in a Southwesterly direction Forty-four (44) feet; thence at right angles in a Southeasterly direction Eighty-eight (88) feet; thence at right angles and in a Northeasterly direction Forty-four (44) feet; thence at right angles in a Northwesterly direction Eighty-eight (88) feet to the Point of Beginning.

And also:

On the Island of Key West known as William A. Whitehead's map delineated in February A.D. 1829, as part of Lot Two (2) in Square Thirty-four (34) and described as follows:

Commencing at a point on Eaton Street, distance One Hundred Fifty-Seven (157) feet from the corner of Eaton and Margaret Streets, and running thence parallel to Margaret Street in a Southeasterly direction 88.8 feet; thence at right angles in a Northeasterly direction 4.7 feet; thence at right angles in a Northwesterly direction 88.8 feet to a point of Eaton Street; thence at right angles in a Southwesterly direction 4.7 feet back to the Point of Beginning.

Less and Except:

A parcel of land on the Island of Key West, known on William A. Whitehead's map of said Island delineated in February A.D. 1829 as a part of Lot Two (2) in Square Thirty-four (34), said parcel being more particularly described by metes and bounds as follows:

COMMENCE at the intersection of the Southwesterly right of way line Margaret Street with the Southeasterly right of way line of Eaton Street and run thence Southwesterly along the Southeasterly right of way line of the said Eaton Street for a distance of 201.00 feet to a point; thence Southeasterly and at right angles for a distance of 87.90 feet to the Point of Beginning; thence continue Southeasterly along the previously mentioned course for a distance of 0.10 feet; thence Northeasterly and at right angles for a distance of 44.00 feet; thence Northwesterly and at right angles for a distance of 0.30 feet; thence Southwesterly with a deflection angle of 90°15'38" to the left for a distance of 44.00 feet back to the Point of Beginning.

EXHIBIT "B"

Legal Description of that Portion of the Overlapping Property to be Conveyed by the Dicksons to the Dicksteins

*A parcel of land on the Island of Key West, known on William A. Whitehead's map of said Island delineated in February A.D. 1829 as a part of Lot Two (2) in Square Thirty-four (34), said parcel being more particularly described by metes and bounds as follows:
COMMENCE at the intersection of the Southwesterly right of way line Margaret Street with the Southeasterly right of way line of Eaton Street and run thence Southwesterly along the Southeasterly right of way line of the said Eaton Street for a distance of 201.00 feet to a point; thence Southeasterly and at right angles for a distance of 87.90 feet to the Point of Beginning; thence continue Southeasterly along the previously mentioned course for a distance of 0.10 feet; thence Northeasterly and at right angles for a distance of 44.00 feet; thence Northwesterly and at right angles for a distance of 0.30 feet; thence Southwesterly with a deflection angle of 90°15'38" to the left for a distance of 44.00 feet back to the Point of Beginning.*

Verification

Authorization

**City of Key West
Planning Department**



Authorization Form
(Individual or Joint Owner)

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

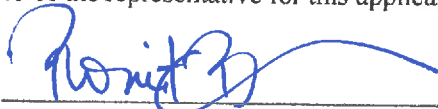
I, Eric Dickstein & Ronit Berdugo authorize

Please Print Name(s) of Owner(s) as appears on the deed

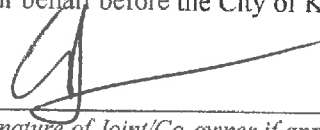
In addition to Carlos Lerman of Lerman & Whitebook, P.A.
the law firm of Smith, Oropeza, Hawks (all attorneys in this firm)

Please Print Name of Representative

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



Signature of Owner



Signature of Joint/Co-owner if applicable

Subscribed and sworn to (or affirmed) before me on this

8-25-15

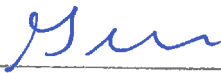
Date

by

Eric Dickstein and Ronit Berdugo

Name of Owner

He/She is 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 or Joint Owner)

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

I, Stephen Dickson / Janice Dickson authorize
Please Print Name(s) of Owner(s) as appears on the deed
in addition to David B. Levin, Baker, Donelson, Beachman, Caldwell, Brackowitz, P.C., the law firm of Smith Okropka Hanks (all attorneys in this firm)
Please Print Name of Representative

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

[Signature]
Signature of Owner

[Signature]
Signature of Joint/Co-owner if applicable

Subscribed and sworn to (or affirmed) before me on this August 25, 2015
Date

by Stephen Dickson / Janice Dickson
Name of Owner

He/She is personally known to me or has presented Georgia Drivers License as identification.

[Signature]

Notary's Signature and Seal
BRANDON DYSON
NOTARY PUBLIC
Fulton County
State of Georgia

My Comm. Expires Jan. 23, 2017
Name of Acknowledger typed, printed or stamped

Commission Number, if any

City of Key West
Planning Department



Authorization Form
(Individual or Joint Owner)

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

I, Eric Dickstein and Ronit Berdugo authorize
Please Print Name(s) of Owner(s) as appears on the deed

Carlos Lerman
Please Print Name of Representative

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

[Signature]
Signature of Owner

[Signature]
Signature of Joint/Co-owner if applicable

Subscribed and sworn to (or affirmed) before me on this _____
Date

by ERIC DICKSTEIN / RONIT BERDUGO DICKSTEIN
Name of Owner

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

[Signature]
Notary's Signature and Seal



Sandra Jean Guy
Name of Acknowledger typed, printed or stamped

FF 075483
Commission Number, if any

Deed

Doc# 1501523 03/09/2005 11:07AM
Filed & Recorded in Official Records of
MONROE COUNTY DANNY L. KOLHAGE

Prepared by and return to:

DEED DOC STAMP CL: FP \$5,600.00

Law Office of Diane T. Covan
1901 Fogarty Avenue Suite 1
Key West, FL 33040
305-293-1118
File Number: 04-86
Will Call No.:

Doc# 1501523
Bkn 2092 Pgm 33

[Space Above This Line For Recording Data]

Warranty Deed

This Warranty Deed made this 28th day of February, 2005 between Michael Bullock and Sandy Pape, husband and wife, and John Bullock, by Michael Bullock, Attorney in Fact (POA) whose post office address is 3718 Flagler Avenue, Key West, FL 33040, grantor, and Eric Dickstein, a single man, and Ronit Berdugo, a single woman, as tenants in common whose post office address is 1009 Packer Street, Key West, FL 33040, grantee:

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

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

Part of Lot 2, in Square 34, according to the Plan or Plat of William A. Whitehead delineated in February 1829. Commencing at a point on the line dividing Lots 2 and 3 of the same square, 88 feet distant from the line of Eaton Street and running thence on the line first aforesaid 88 feet Southeasterly, thence on the line dividing Lots 1 and 2 of the same square 44 feet Northeasterly, thence at right angles 88 feet Northwesterly, thence to the place of beginning. Said lot being 44 feet by 88 feet.

Parcel Identification Number: 00005800-0000001010101


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


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


And the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to December 31, 2004.

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

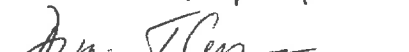
Signed, sealed and delivered in our presence:

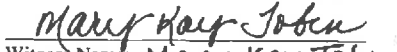

Witness Name: DIANE T. COVAN



Michael Bullock (Seal)



Witness Name: Mary Kay Tobin

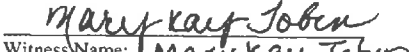

Sandy Pape (Seal)


Witness Name: DIANE T. COVAN


Witness Name: Mary Kay Tobin


JOHN BULLOCK BY MICHAEL BULLOCK (Seal)
John Bullock BULLOCK


Witness Name: DIANE T. COVAN



Witness Name: Mary Kay Tobin

State of Florida
County of Monroe

The foregoing instrument was acknowledged before me this 28th day of February, 2005 by Michael Bullock, Sandy Pape, and John Bullock, by Michael Bullock, Attorney in Fact (POA) who are personally known or have produced a driver's license as identification.

[Notary Seal]

Diane Tolbert Covan
Commission # DD078044
Expires Dec. 12, 2005
Bonded Thru
Atlantic Bonding Co., Inc.



Notary Public

Printed Name: Diane Tolbert Covan

My Commission Expires: 12/12/05

MONROE COUNTY
OFFICIAL RECORDS

This instrument prepared by:
Robert Wayne Pitman
STEEL HECTOR & DAVIS LLP
309 Whitehead Street
Key West, Florida 33040

MONROE COUNTY
OFFICIAL RECORDS

FILE # 1 1 0 2 4 2 2
BK# 1 5 5 4 PG# 2 1 9 4

RCD Jan 07 1999 03:06PM
DANNY L KOLEBAGE, CLERK

Grantees' Social Security Nos.:

(Michael Gallagher)

(Wayne King)
Parcel I.D. No.:
00005790-000000

(Class approved for recording)

QUIT CLAIM DEED

THIS INDENTURE

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

Made this 1st day of June A.D. 1998

BETWEEN MICHAEL GALLAGHER and WAYNE KING, party of the first part, and **JOHN BULLOCH, PEGGIE BULLOCH, MICHAEL BULLOCH, and SANDY PAPE**, party of the second part.

WITNESSETH

That the said party of the first part, for and in consideration of the sum of Ten and No/100 (\$10.00) Dollars, in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, has remised, released and quitclaimed, and by these presents does remise, release and quitclaim unto the said party of the second part all the right, title, interest, claim and demand which the said party of the first part has in and to the following described lot, piece or parcel of land, situate lying and being in the County of Monroe, State of Florida, to wit:

A parcel of land on the Island of Key West and known on William A. Whitehead's map of said Island delineated in February, A.D. 1829, as a part of Lot Two (2), in Square Thirty-four (34); said parcel being more particularly described by metes and bounds as follows:

COMMENCE at the intersection of the SW'yly right of way line of Margaret Street with the NW'yly right of way line Lopez Lane, said land being eight feet and eight inches wide, and run thence SW'yly along the NW'yly right of way line of the said Lopez Lane for a distance of 148.64 feet to an existing chain link fence, said point being the Point of Beginning; thence NW'yly and at right angles along said fence for a distance of 9.45 to a fence corner; thence W'yly with a deflection angle of 55°40' to the left and along said fence for a distance of 6.83 feet to a fence corner; thence NW'yly and along said fence for a distance of 74.98 feet to the NW'yly boundary line of the above mentioned Parcel A; thence SW'yly and along the said NW'yly boundary line for a distance of 2.5 feet to the NW'yly corner of the said Parcel A; thence SE'yly and at right angles for a distance of 88.0 feet; thence NE'yly and at right angles for a distance of 8.36 feet back to the Point of Beginning.

TO HAVE AND TO HOLD the same, together with all and singular the appurtenances thereunto belonging or in anyway appertaining, and all the estate, right, title, interest and claim whatsoever of the said party of the first part, either in law or equity, to the only proper use, benefit and behoof of the said party of the second part.

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

Signed, Sealed and Delivered
In Our Presence: (as to both parties)

[Signature]
Print Name: KAREN CABANAS

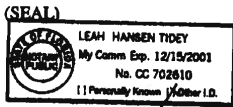
[Signature]
Print Name: JARAH BALDWIN

[Signature] L.S.
MICHAEL GALLAGHER

[Signature] L.S.
WAYNE KING

STATE OF Florida)
)SS
COUNTY OF Monroe)

The foregoing Quit Claim Deed was acknowledged before me this 1st day of June, 1998, by MICHAEL GALLAGHER AND WAYNE KING who are personally known to me or produced Driver's license and Driver's license, respectively, as identification.



[Signature]
NOTARY PUBLIC - State of Florida
Leah Hansen Tiede
Print Name

\\wpdocs\king&g*1\quiclm.wpd

FILE #1102422
BR#1554 PG#2195

MONROE COUNTY
OFFICIAL RECORDS

MONROE COUNTY
OFFICIAL RECORDS

Return to and Prepared by:
Steven B. Esquilado, Esquire
Steven B. Esquilado, P.A.
3706 N. Roosevelt Blvd., Suite 1
Key West, Florida 33040

FILE # 1 4 4 6 0 9 1
BK # 2 0 0 7 PG # 8 0 3

RCD May 24 2004 09:14AM
DANNY L KOLBAGE, CLERK

Grantor's Tax ID #: _____
Parcel Identification: AK# 1006029

DEED DOC STAMPS 0.70
05/24/2004 DEP CLK

Quitclaim Deed

THIS INDENTURE made this 11th day of May, 2004, between JOHN BULLOCK, an unmarried widower over the age of 18 years, whose mailing address is 3718 Flagler Avenue, Monroe County, Florida 33040, hereinafter referred to as "Grantor," and JOHN BULLOCK, an unmarried widower over the age of 18 years, whose mailing address is 3718 Flagler Avenue, Monroe County, Florida 33040, and MICHAEL BULLOCK, and SANDY PAPE, Husband and Wife, whose mailing address is 3718 Flagler Avenue, Monroe County, Florida 33040, each as to an undivided one-half (1/2) interest as joint tenants with rights of survivorship, hereinafter collectively referred to as "Grantees,"

WITNESSETH, that Grantor, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00), and other good and valuable consideration, to him in hand paid by the Grantees, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the Grantees, their heirs and assigns forever, each as to an undivided one-half (1/2) interest as joint tenants with rights of survivorship, the following described land, situate lying and being in the County of Monroe, State of Florida, to wit:

SEE ATTACHED EXHIBIT "1" FOR LEGAL DESCRIPTION

This document was prepared without benefit of title search or abstract examination and is based solely on facts provided by any of the parties or their agents.

TO HAVE AND TO HOLD with all the rights, privileges, and appurtenances thereunto belonging or in any way appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of the Grantor, either in law or equity, to the only proper use, benefit and behoof of the said party of the second part forever as joint tenants, with right of survivorship, their heirs, personal representatives, executors and assigns forever: it being the intention of the parties to this conveyance, that (unless the joint tenancy hereby created is severed or terminated during the joint lives of the grantees herein) in the event one Grantee herein survives the other, the entire interest in fee simple shall pass to the surviving Grantee, and if one does not survive the other, then the heirs and assigns of the Grantees herein shall take as tenants in common. It is the intent of the Grantor herein that Grantees, MICHAEL BULLOCK and SANDY PAPE, husband and wife, hold their undivided one-half (1/2) interest as a joint tenant acquired herein as husband and wife to one another, and that the Grantee, JOHN BULLOCK, hold his undivided one-half (1/2) interest as a joint tenant, as an unmarried widower over the age of 18 years.

IN WITNESS WHEREOF, the Grantor has hereunto set his hand and seal the day and year first above written.

Signed, sealed, and delivered
in the presence of:

Steven B. Esquilado
Steven B. Esquilado (Witness)

John L. Bullock
JOHN BULLOCK

Jeanine C. Wise
Jeanine C. Wise (Witness)

STATE OF FLORIDA)
COUNTY OF MONROE) ss

() The foregoing instrument was acknowledged before me this 11th day of May, 2004, by JOHN BULLOCK, who is personally known to me or () who has produced N/A as identification.



Steven B. Esquilado
Notary Public - State of Florida
(Print, type, or stamp commissioned name and affix official seal)

TRACT III

On the Island of Key West and known on William A. Whitehead's map of said Island delineated in February 1829, as a part of Lot Two (2), in Square Thirty-four, (34). COMMENCING at the point of intersection of the westerly right-of-way line of Margaret Street and the northerly right-of-way line of an alley known as Lopez Lane, said alley being eight feet and eight inches wide, and run thence Southwesterly along the northerly right-of-way line of the said alley 148.64 feet to a chain link fence, said point being the Point of Beginning of the parcel of land herein described; thence continue Southwesterly along the last described line 8.36 feet to a point; thence Northwesterly at right angles 89 feet to a point on the southerly face of a wood fence; thence Northeasterly along the said wood fence 2.33 feet to the beginning of a chain link fence; thence at right angles Southeasterly along the said chain link fence 1.5 feet to a fence corner; thence bearing to the left and Southeasterly along the said chain link fence 10 feet to a fence corner; thence bearing right and Southeasterly along the said chain link fence 86.20 feet back to the Point of Beginning.

AND ALSO TRACT IV

On the Island of Key West and known on William A. Whitehead's map of said Island delineated in February 1829, as part of Lot Two (2) in Square Thirty Four (34). COMMENCING at the point of intersection of the dividing line between the said Lot Two (2) and Lot Three (3) with the southerly right-of-way line of Eaton Street; thence Northeasterly along the said right-of-way line 44 feet to a point; thence Southeasterly at right angles 87 feet to a wood fence, said point being the Point of Beginning of the parcel of land herein described; thence continue Southeasterly along the last said line 1.0 feet to a point; thence Southwesterly at right angles 43 feet to a point; thence Northwesterly at right angles 1.0 feet to a wood fence; thence Northeasterly along the said wood fence 43 feet back to the Point of Beginning.

MONROE COUNTY
OFFICIAL RECORDS

EXHIBIT "1"

Prepared by and return to:

DEED DOC STAMP CL: FP \$5,600.00

Law Office of Diane T. Covan
1901 Fogarty Avenue Suite I
Key West, FL 33040
305-293-1118
File Number: 04-86
Will Call No.:

Doc# 1501523
Bkn 2892 Pgs 33

[Space Above This Line For Recording Data]

Warranty Deed

This Warranty Deed made this 28th day of February, 2005 between Michael Bullock and Sandy Pape, husband and wife, and John Bullock, by Michael Bullock, Attorney in Fact (POA) whose post office address is 3718 Flagler Avenue, Key West, FL 33040, grantor, and Eric Dickstein, a single man, and Ronit Berdugo, a single woman, as tenants in common whose post office address is 1009 Packer Street, Key West, FL 33040, grantees:

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

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

Part of Lot 2, in Square 34, according to the Plan or Plat of William A. Whitehead delineated in February 1829. Commencing at a point on the line dividing Lots 2 and 3 of the same square, 88 feet distant from the line of Eaton Street and running thence on the line first aforesaid 88 feet Southeasterly, thence on the line dividing Lots 1 and 2 of the same square 44 feet Northeasterly, thence at right angles 88 feet Northwesterly, thence to the place of beginning. Said lot being 44 feet by 88 feet.

Parcel Identification Number: 00005800-0000001010101


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

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

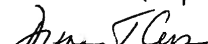
And the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to December 31, 2004.

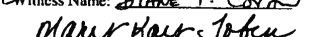
In Witness Whereof, grantor has hereunto set grantor's hand and seal the day and year first above written.

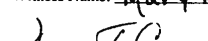
Signed, sealed and delivered in our presence:

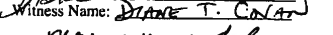

Witness Name: Diane T. Covan



Witness Name: Mary Kay Tobin


Witness Name: Diane T. Covan



Witness Name: Mary Kay Tobin


Witness Name: Diane T. Covan


Witness Name: Mary Kay Tobin


Michael Bullock (Seal)


Sandy Pape (Seal)


John Bullock (Seal)
Bullock

State of Florida
County of Monroe

The foregoing instrument was acknowledged before me this 28th day of February, 2005 by Michael Bullock, Sandy Pape, and John Bullock, by Michael Bullock, Attorney in Fact (POA) who are personally known or have produced a driver's license as identification.

[Notary Seal]

Diane Tolbert Covan
Commission # DD078044
Expires Dec. 12, 2005
Bonded Through
Atlantic Bonding Co., Inc.



Notary Public

Printed Name: Diane Tolbert Covan

My Commission Expires: 12/12/05

MONROE COUNTY
OFFICIAL RECORDS

DEED DOC STAMP CL: JD

\$0.70

Prepared by and return to:

Law Office of Diane T. Covan
1901 Fogarty Avenue Suite 1
Key West, FL 33040
305-293-1118
File Number: 04-86

Doc# 1503978
Bk# 2095 Pg# 1294

[Space Above This Line For Recording Data]

Quit Claim Deed

This Quit Claim Deed made this 28th day of February, 2005 between Michael Bullock and Sandy Pape, husband and wife, and John Bullock, by Michael Bullock, Attorney in Fact (POA) whose post office address is 3718 Flagler Avenue, Key West, FL 33040, grantor, and Eric Dickstein, a single man, and Ronit Berdugo, a single woman, as tenants in common whose post office address is 4 Lopez Lane, Key West, FL 33040, grantee:

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

Witnesseth, that said grantor, for and in consideration of the sum TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, does hereby remise, release, and quitclaim to the said grantee, and grantee's heirs and assigns forever, all the right, title, interest, claim and demand which grantor has in and to the following described land, situate, lying and being in Monroe County, Florida to-wit:

See, Exhibit "A", attached hereto and made a part hereof by reference.

To Have and to Hold, the same together with all and singular the appurtenances thereto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of grantors, either in law or equity, for the use, benefit and profit of the said grantee forever.

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

Signed, sealed and delivered in our presence:

Mary Kay Tobin
Witness Name: Mary Kay Tobin
Diane T. Covan
Witness Name: Diane T. Covan

[Signature] (Seal)
Michael Bullock

Mary Kay Tobin
Witness Name: Mary Kay Tobin
Diane T. Covan
Witness Name: Diane T. Covan

[Signature] (Seal)
Sandy Pape

Mary Kay Tobin
Witness Name: Mary Kay Tobin
Diane T. Covan
Witness Name: Diane T. Covan

[Signature] (Seal)
John Bullock by Michael Bullock, attorney in fact

State of Florida
County of Monroe

The foregoing instrument was acknowledged before me this 28th day of February, 2005 by Michael Bullock and Sandy Pape, who are personally known or have produced a driver's license as identification

[Notary Seal]



Diane Tolbert Covan
Commission # DD078044
Expires Dec. 12, 2005
Bonded thru
Atlantic Bonding Co., Inc.

[Signature]
Notary Public

Printed Name: Diane T. Covan

My Commission Expires: 12/12/05

EXHIBIT "A"

On the Island of Key West and known on William A. Whitehead's map of said Island delineated in February 1829, as a part of Lot Two (2), in Square Thirty-Four (34). COMMENCING at the point of intersection of the Westerly right-of-way line of Margaret Street and the Northerly right-of-way line of an alley known as Lopez Lane, said alley being eight feet and eight inches wide, and run thence Southwesterly along the Northerly right-of-way line of the said alley 148.64 feet to a chain link fence, said point being the Point of Beginning of the parcel of land herein described; thence continue Southwesterly along the last described line 8.36 feet to a point; thence Northwesterly at right angles 89 feet to a point on the Southerly face of a wood fence; thence Northeasterly along the said wood fence 2.33 feet to the beginning of a chain link fence; thence at right angles Southeasterly along the said chain link fence 1.5 feet to a fence corner; thence bearing to the left and Southeasterly along the said chain link fence 10 feet to a fence corner; thence bearing right and Southeasterly along the said chain link fence 86.20 feet back to the Point of Beginning.

and also

On the Island of Key West and known on William A. Whitehead's map of said Island delineated in February 1829, as part of Lot Two (2) in Square Thirty-Four (34). COMMENCING at the point of intersection of the dividing line between the said Lot Two (2) and Lot Three (3) with the Southerly right-of-way line of Eaton Street; thence Northeasterly along the said right-of-way line 44 feet to a point; thence Southeasterly at right angles 87 feet to a wood fence said point being the Point of Beginning of the parcel of land herein described; thence continue Southeasterly along the last said line 1.0 feet to a point; thence Southwesterly at right angles 43 feet to a point; thence Northwesterly at right angles 1.0 feet to a wood fence; thence Northeasterly along the said wood fence 43 feet back to the Point of Beginning.

Prepared by and Return to Mandy Walden,
an employee of First International Title, Inc.
3132 Northside Drive
Suite 101, Bldg C
Key West, FL 33040
File No.: 30454-13
1,300,000.00

04/17/2013 10:11AM
DEED DOC STAMP CL: DS \$9,100.00

WARRANTY DEED

Doc# 1928882
Bk# 2623 Pg# 1376

This indenture made on April 5, 2013, by Evelyn G. Brown, married
whose address is: 5620 Pinckney Avenue, Myrtle Beach, SC 29577 hereinafter
called the "grantor",
to Stephen M. Dickson and Janice E. Dickson, husband and wife
whose address is: 1103 North Highland Avenue, NE, Atlanta, GA hereinafter
called the "grantee": 30306

(Which terms "Grantor" and "Grantee shall include singular or plural, corporation or individual, and either sex, and shall include heirs, legal representatives, successors and assigns of the same)

Witnesseth, that the grantor, for and in consideration of the sum of Ten Dollars, (\$10.00) and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the grantee, all that certain land situate in Monroe County, Florida, to-wit:

On the Island of Key West known as William A. Whitehead's map delineated in February A.D. 1829 as part of Lot Two (2) in Square Thirty-four (34) and described as follows: Commencing at a point on Eaton Street distance One Hundred Fifty-Seven (157) feet from the corner of Eaton and Margaret Streets and running thence along Eaton Street in a Southwesterly direction Forty-four (44) feet; thence at right angles in a Southeasterly direction Eighty-eight (88) feet; thence at right angles and in a Northeasterly direction Forty-four (44) feet; thence at right angles in a Northwesterly direction Eighty-eight (88) feet to the Point of Beginning.

And Also:

On the Island of Key West known as William A. Whitehead's map delineated in February A.D. 1829, as part of Lot Two (2) in Square Thirty-four (34) and described as follows: Commencing at a point on Eaton Street, distance One Hundred Fifty-seven (157) feet from the corner of Eaton and Margaret Streets, and running thence parallel to Margaret Street in a Southeasterly direction 88.8 feet; thence at right angles in a Northeasterly direction 4.7 feet; thence at right angles in a Northwesterly direction 88.8 feet to a point of Eaton Street; thence at right angles in a Southwesterly direction direction 4.7 feet back to the Point of Beginning.

Along with an Easement as follows:

On the Island of Key West, and also known as William A. Whitehaed's map of said Island delineated in February A.D. 1829, as part of Lot 3, Square 34, described as follows:

Beginning at a point on the Southeasterly side of Eaton Street distant 196.00 feet from the corner of Eaton Street and William Street, and running thence along Eaton Street in a Northeasterly direction a distance of 5.00 feet; thence at right angles in a Southeasterly direction a distance of 37.66 feet; thence at right angles in a Southwesterly direction a distance of 5.00 feet; thence at right angles in a Northwesterly direction a distance of 37.66 feet back to the Point of Beginning.

Parcel Identification Number: RE: 0000578000000066825 / AK #1006009

The land is not the homestead of the Grantor under the laws and Constitution of the State of Florida and neither the Grantor nor any person(s) for whose support the Grantor is responsible reside on or adjacent to the land.


Subject to all reservations, covenants, conditions, restrictions and easements of record and to all applicable zoning ordinances and/or restrictions imposed by governmental authorities, if any.

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


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

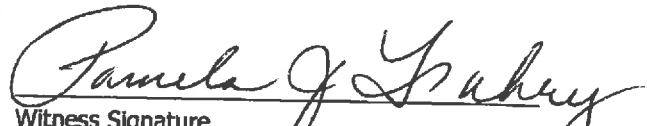
And the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances except taxes accruing subsequent to December 31st of 2012.

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


Evelyn G. Brown

Signed, sealed and delivered in our presence:


Witness Signature
Print Name: TERRY ADAMS, SR.


Witness Signature
Print Name: PAMELA J. FUHR

State of SOUTH CAROLINA

County of Horry

The Foregoing Instrument Was Acknowledged before me on 4th day of April, 2013,

by Evelyn G. Brown, married who is/are personally known to me or who has/have produced a valid SC License 002512129 as identification.

Paula G. Pauley

Notary Public

My Commission Expires:

My Commission Expires
February 15, 2017



Survey

CL EATON STREET 50' RIGHT-OF-WAY

SQUARE 34

LOT 3

LOT 2

LOT 4

LOT 1

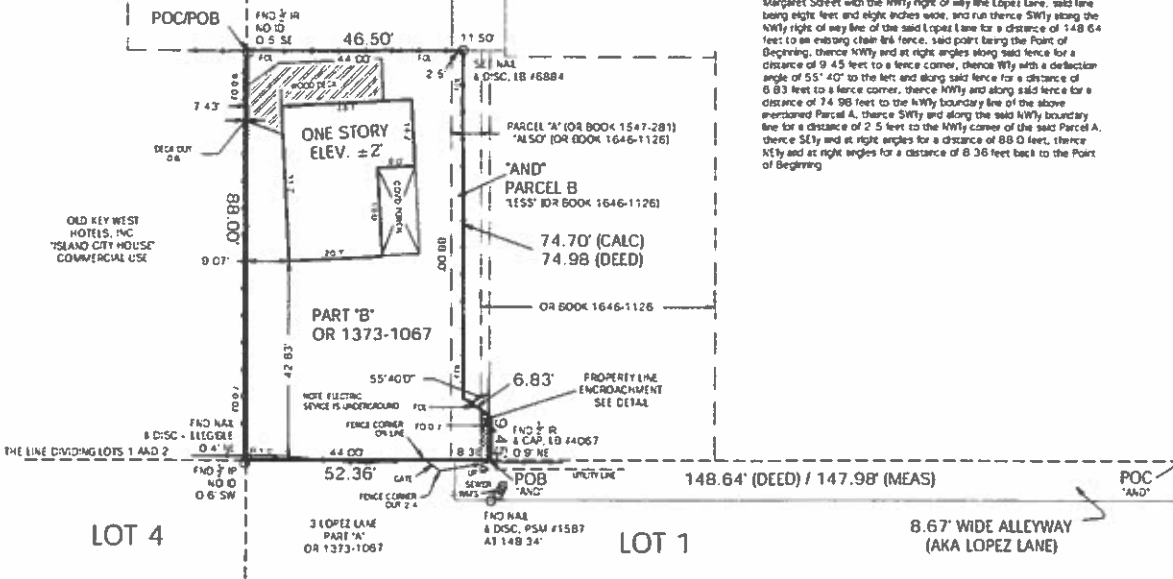
LEGAL DESCRIPTION -
PART 'B' (OR BOOK 1373-1067)

On the Island of Key West and known as Part of Lot 2, in Square 34, according to the Plan or Plat of William A. Whitehead delivered February 1829 Commencing at a point on the line dividing Lots 2 and 3 of the same square, 88 feet distant from the line of Eaton Street and running thence on the line first aforesaid 88 feet Southeastly, thence on the line dividing Lots 1 and 2 of the same square 44 feet Northwesterly, thence at right angles 88 feet Northwesterly, thence to the place of beginning, said lot being 44 feet by 88 feet.

AND - A PART OF PARCEL A (OR BOOK 1547-216)

PARCEL B
A parcel of land on the Island of Key West and known as William A. Whitehead's map of said Island delivered in February, A.D. 1829, as a part of Lot Two (2), in Square Thirty-four (34), said parcel being more particularly described by metes and bounds as follows:

COMMENCE at the intersection of the SWly right of way line of Margaret Street with the NWly right of way line Lopez Lane, said line being eight feet and eight inches wide, and run thence SWly along the NWly right of way line of the said Lopez Lane for a distance of 148.64 feet to an existing chain-link fence, said point being the Point of Beginning, thence NWly and at right angles along said fence for a distance of 74.98 feet to the NWly boundary line of the above mentioned Parcel A, thence SWly and along the said NWly boundary line for a distance of 2.5 feet to the NWly corner of the said Parcel A, thence SWly and at right angles for a distance of 88.0 feet, thence NEly and at right angles for a distance of 8.36 feet back to the Point of Beginning.



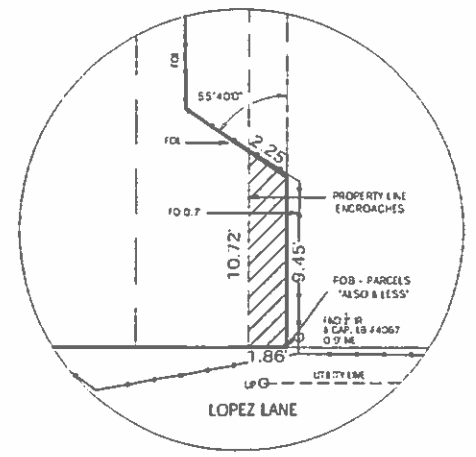
SCALE: 1" = 20'

BEARING BASE:
DERIVED FROM
LEGAL DESCRIPTION

ALL ANGLES DEPICTED
ARE 90 DEGREES UNLESS
OTHERWISE INDICATED

ADDRESS:
4 LOPEZ LANE
(AKA 816 EATON STREET, REAR)
KEY WEST, FL 33040

ENCROACHMENT DETAIL
NOT TO SCALE



LEGAL DESCRIPTION -
SEE ABOVE

CERTIFIED TO -
RONIT BERDUGO and ERIC DICKSTEIN
JP MORGAN CHIASE BANK, N.A. its successor's and/or assigns, ATIMA
DIANE T. COVAN, ESQ.
ATTORNEYS' TITLE INSURANCE FUND, INC.

MAP OF BOUNDARY SURVEY
PART LOT 2, SQUARE 34
WILLIAM A. WHITEHEAD'S MAP
ON THE ISLAND OF KEY WEST

R.E. REECE, P.A.
PROFESSIONAL SURVEYOR AND MAPPER

30364 QUAIL ROOST TRAIL, BIG PINE KEY, FL 33043
OFFICE (305) 872 - 1346
FAX (305) 872 - 5622

SCALE	1" = 20'
FIELD WORK DATE	02/15/05
REVISION DATE	4-4
SHEET	1 OF 1
DRAWN BY	KD
CHECKED BY	RR
INVOICE NO	5021105

I HEREBY CERTIFY THAT THIS SURVEY WAS MADE UNDER MY PERSONAL SUPERVISION AND THAT I AM A LICENSED SURVEYOR AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS BY CHAPTER 463.17 OF THE FLORIDA ADMINISTRATIVE CODE. THIS SURVEY WAS CONDUCTED IN ACCORDANCE WITH THE SURVEYING AND MAPPING ACTS OF 1965 AND 1972 AND THE PROVISIONS OF CHAPTER 463.17 OF THE FLORIDA ADMINISTRATIVE CODE. THIS ENCROACHMENT SURVEY WAS CONDUCTED IN ACCORDANCE WITH THE SURVEYING AND MAPPING ACTS OF 1965 AND 1972 AND THE PROVISIONS OF CHAPTER 463.17 OF THE FLORIDA ADMINISTRATIVE CODE.

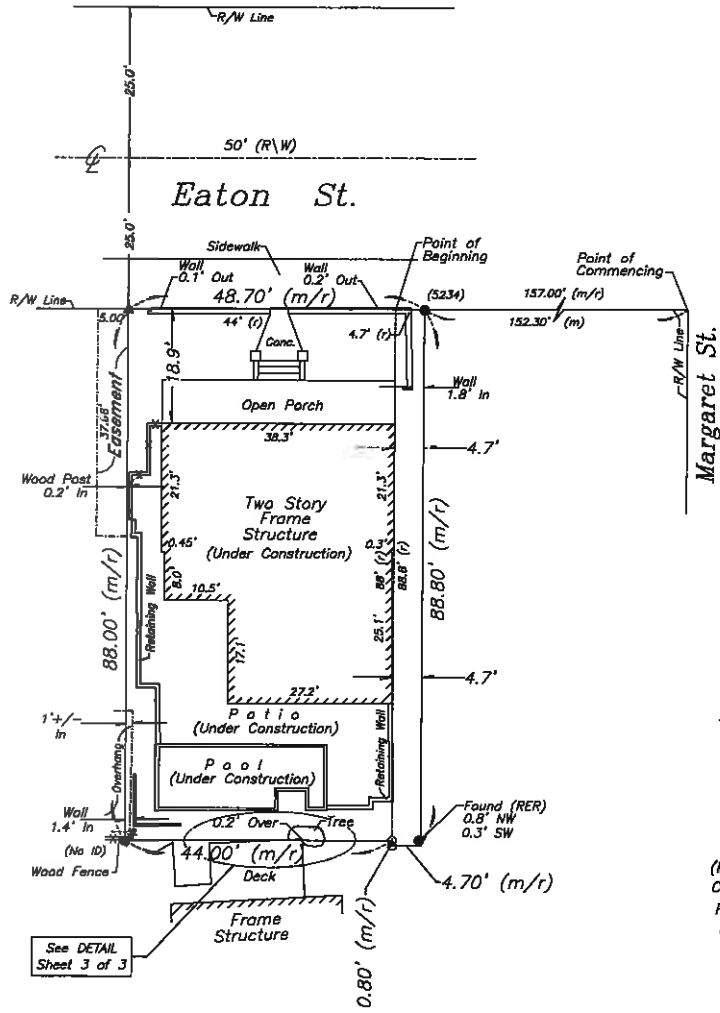
NO OTHER LEGAL DESCRIPTIONS HAVE BEEN FURNISHED BY THE COUNTY OR TOWN OR RECORDERS, AND NO ENCROACHMENTS HAVE BEEN SEARCHED FOR IN THE PUBLIC RECORDS OF THIS COUNTY.

ENCROACHMENTS SHOWN BY THIS SURFACE ARE NOT SHOWN MEASURED DIMENSIONS OR PLATS, EXCEPT FOR ENCROACHMENTS DIMENSIONS UNLESS INDICATED OTHERWISE.

THE FOLLOWING IS A LIST OF ASSUMPTIONS THAT MAY BE FOUND ON THIS SHEET:

- 1. ALL DIMENSIONS ARE AS SHOWN ON THIS SURVEY.
- 2. ALL DIMENSIONS ARE AS SHOWN ON THIS SURVEY.
- 3. ALL DIMENSIONS ARE AS SHOWN ON THIS SURVEY.
- 4. ALL DIMENSIONS ARE AS SHOWN ON THIS SURVEY.
- 5. ALL DIMENSIONS ARE AS SHOWN ON THIS SURVEY.
- 6. ALL DIMENSIONS ARE AS SHOWN ON THIS SURVEY.
- 7. ALL DIMENSIONS ARE AS SHOWN ON THIS SURVEY.
- 8. ALL DIMENSIONS ARE AS SHOWN ON THIS SURVEY.
- 9. ALL DIMENSIONS ARE AS SHOWN ON THIS SURVEY.
- 10. ALL DIMENSIONS ARE AS SHOWN ON THIS SURVEY.
- 11. ALL DIMENSIONS ARE AS SHOWN ON THIS SURVEY.
- 12. ALL DIMENSIONS ARE AS SHOWN ON THIS SURVEY.
- 13. ALL DIMENSIONS ARE AS SHOWN ON THIS SURVEY.
- 14. ALL DIMENSIONS ARE AS SHOWN ON THIS SURVEY.
- 15. ALL DIMENSIONS ARE AS SHOWN ON THIS SURVEY.
- 16. ALL DIMENSIONS ARE AS SHOWN ON THIS SURVEY.
- 17. ALL DIMENSIONS ARE AS SHOWN ON THIS SURVEY.
- 18. ALL DIMENSIONS ARE AS SHOWN ON THIS SURVEY.
- 19. ALL DIMENSIONS ARE AS SHOWN ON THIS SURVEY.
- 20. ALL DIMENSIONS ARE AS SHOWN ON THIS SURVEY.

Boundary Survey Map of part of Lot 2, Square 34, Island of Key West, Florida



LEGEND

- Set 3/4" Iron Pipe w/cap (6298)
- Found 1/2" Iron Rod (RER)(5234)
- ▲ 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
- Conc. Concrete

See DETAIL
Sheet 3 of 3

NOTE:
This Survey Map is not
full and complete without
the attached Survey Report.

Sheet One of Three Sheets

J. LYNN O'FLYNN, Inc.

Professional Surveyor & Mapper
PSM #8288

3430 Duck Ave., Key West, FL 33040
(305) 298-7422 FAX (305) 298-2244

Boundary Survey Report of part of Lot 2, Square 34,
Island of Key West, Florida

NOTES:

1. The legal description shown hereon was furnished by the client or their agent.
2. Underground foundations and utilities were not located.
3. All angles are 90° (Measured & Record) unless otherwise noted.
4. Street address: 816 Eaton 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 27, 2014.
9. Ownership of fences is undeterminable, unless otherwise noted.
10. Adjoiners are not furnished.
11. The Survey Report is not full and complete without the attached Survey Map.

BOUNDARY SURVEY OF:

On the Island of Key West known as William A. Whitehead's map delineated in February A.D. 1829 as part of Lot Two (2) in Square Thirty-four (34) and described as follows: Commencing at a point on Eaton Street distance One Hundred Fifty-Seven (157) feet from the corner of Eaton and Margaret Streets and running thence along Eaton Street in a Southwesterly direction Forty-four (44) feet; thence at right angles in a Southeasterly direction Eighty-eight (88) feet; thence at right angles and in a Northeasterly direction Forty-four (44) feet; thence at right angles in a Northwesterly direction Eighty-eight (88) feet to the Point of Beginning.

And also:

On the Island of Key West known as William A. Whitehead's map delineated in February A.D. 1829, as part of Lot Two (2) in Square Thirty-four (34) and described as follows: Commencing at a point on Eaton Street, distance One Hundred Fifty-Seven (157) feet from the corner of Eaton and Margaret Streets, and running thence parallel to Margaret Street in a Southeasterly direction 88.8 feet; thence at right angles in a Northeasterly direction 4.7 feet; thence at right angles in a Northwesterly direction 88.8 feet to a point of Eaton Street; thence at right angles in a Southwesterly direction 4.7 feet back to the Point of Beginning.

Along with an Easement as follows: (Easement Not Surveyed - shown for graphical purposes only)

On the Island of Key West, and also known as William A. Whitehead's map of said Island delineated in February A.D. 1829, as part of Lot 3, Square 34, described as follows:
Beginning at a point on the Southeasterly side of Eaton Street distant 196.00 feet from the corner of Eaton Street and William Street, and running thence along Eaton Street in a Northeasterly direction a distance of 5.00 feet; thence at right angles in a Southeasterly direction a distance of 37.66 feet; thence at right angles in a Southwesterly direction a distance of 5.00 feet; thence at right angles in a Northwesterly direction a distance of 37.66 feet back to the Point of Beginning.

BOUNDARY SURVEY FOR: Stephen M. & Janice E. Dickson;

J. LYNN O'FLYNN, INC.

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

THIS SURVEY
IS NOT
ASSIGNABLE

January 31, 2014
Revised 6/5/14 to add tree location
Revised 6/17/14 to add DETAIL sheet

Sheet Two of Three Sheets

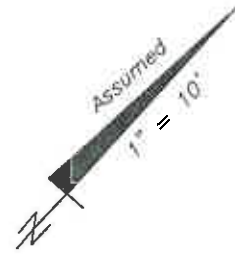
J. LYNN O'FLYNN, Inc.



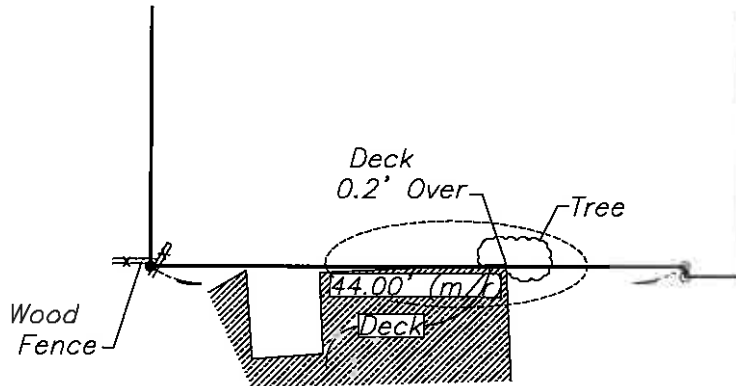
Professional Surveyor & Mapper
PSM #6298

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Boundary Survey Report of part of Lot 2, Square 34,
Island of Key West, Florida



DETAIL



Sheet Three of Three Sheets

J. LYNN O'FLYNN, Inc.



Professional Surveyor & Mapper
PSM #8288

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EXHIBIT "C"

**Survey of the Dickson Property and the
Newly Created Boundary Line Separating the Dickstein Property**

[Survey is contained on the following two pages]

CL EATON STREET 60' RIGHT-OF-WAY

SQUARE 34

LOT 3

LOT 2

LOT 4

LOT 1

LEGAL DESCRIPTION -
PART 'B' (DR BOOK 1373-1067)

On the Island of Key West and known as Part of Lot 2, in Square 34, according to the Plan or Plan of William A. Whitehead dated February 1829. Commencing at a point on the line dividing Lots 2 and 3 of the said square, 66 feet distant from the line of Eaton Street and running thence on the line first shown 380 feet Southwesterly, thence on the line dividing Lots 1 and 2 of the same square 44 feet Northwesterly, thence at right angles 66 feet Northwesterly, thence on the place of beginning 360 feet being 44 feet by 88 feet

AND - A PART OF PARCEL A (DR BOOK 1547-218)

PARCEL B
A parcel of land on the Island of Key West and known as William A. Whitehead's map of said Island entered in February, A.D. 1829, as a part of Lot 121, in Square Thirty-four (34), and parcel being more particularly described by notes and indexes as follows

COMMENCE at the intersection of the SWly right of way line of Margaret Street with the NWly right of way line Lopez Lane, said line being eight feet and eight inches wide, and run thence SWly along the NWly right of way line of the said Lopez Lane for a distance of 148.64 feet to an existing chain-link fence, said point being the Point of Beginning, thence NWly and at right angles along said fence for a distance of 9.49 feet to a fence corner, thence SWly with a deflection angle of 55° 40' to the left and along said fence for a distance of 8.93 feet to a fence corner, thence NWly and along said fence for a distance of 74.83 feet to the NWly boundary line of the above mentioned Parcel A, thence SWly and along the said NWly boundary line for a distance of 2.5 feet to the NWly corner of the said Parcel A, thence SEly and at right angles for a distance of 88.0 feet, thence NWly and at right angles for a distance of 8.36 feet back to the Point of Beginning

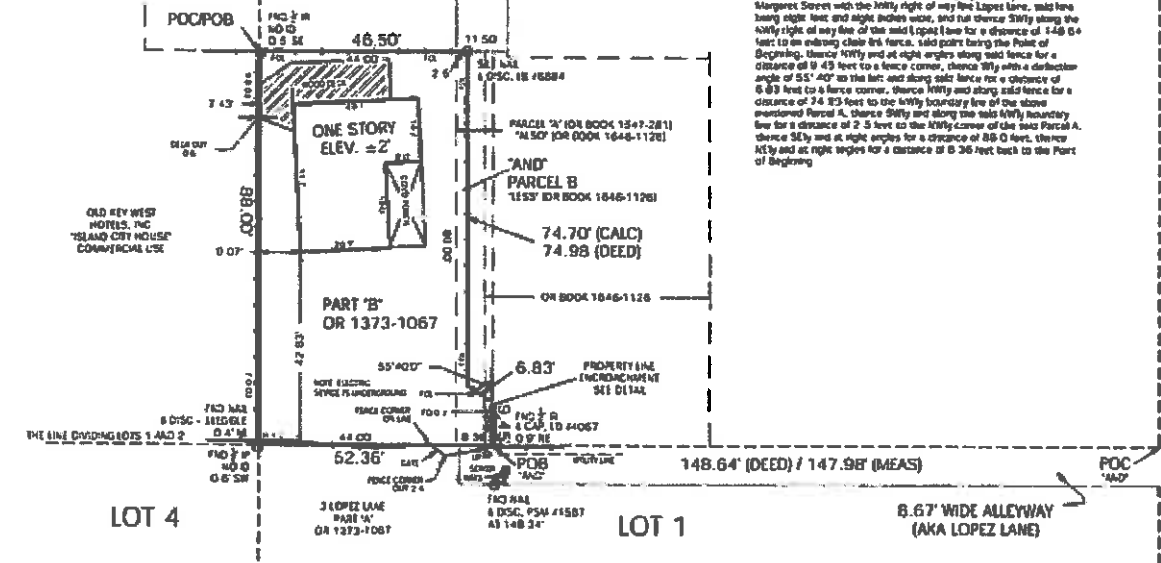
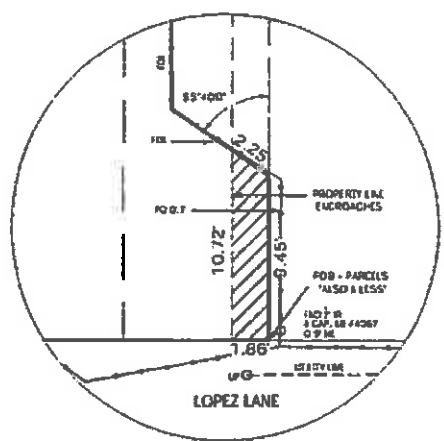
SCALE: 1" = 20'

BEARING BASE:
DERIVED FROM
LEGAL DESCRIPTION

ALL ANGLES DEPICTED
ARE 90 DEGREES UNLESS
OTHERWISE INDICATED

ADDRESS:
4 LOPEZ LANE
(AKA B16 EATON STREET, REAR)
KEY WEST, FL 33040

ENCROACHMENT DETAIL
NOT TO SCALE



LEGAL DESCRIPTION -
SEE ABOVE

CERTIFIED TO -
RONIT BERDUGO and ERIC DICKSTEIN
JP MORGAN CHASE BANK, N.A. its successor's and/or assigns, ATIMA
DIANE T. COVAN, ESQ.
ATTORNEYS' TITLE INSURANCE FUND, INC.

MAP OF BOUNDARY SURVEY
PART LOT 2, SQUARE 34
WILLIAM A. WHITEHEAD'S MAP
ON THE ISLAND OF KEY WEST

NOTICE: THIS SURVEY WAS PERFORMED BY THE COUNTY OF KEY WEST IN ACCORDANCE WITH THE FLORIDA SURVEYING ACT, CHAPTER 403, F.S. THE SURVEYOR HAS CONDUCTED THIS SURVEY IN ACCORDANCE WITH THE FLORIDA SURVEYING ACT, CHAPTER 403, F.S. THE SURVEYOR HAS CONDUCTED THIS SURVEY IN ACCORDANCE WITH THE FLORIDA SURVEYING ACT, CHAPTER 403, F.S. THE SURVEYOR HAS CONDUCTED THIS SURVEY IN ACCORDANCE WITH THE FLORIDA SURVEYING ACT, CHAPTER 403, F.S.

SCALE: 1" = 20'
DATE: 02/15/2025
BY: J.J.
CHECKED BY: J.B.
REVISION: 02/11/2025

THIS MAP WAS PREPARED BY THE SURVEYOR AND MAPPER IN ACCORDANCE WITH THE FLORIDA SURVEYING ACT, CHAPTER 403, F.S. THE SURVEYOR HAS CONDUCTED THIS SURVEY IN ACCORDANCE WITH THE FLORIDA SURVEYING ACT, CHAPTER 403, F.S. THE SURVEYOR HAS CONDUCTED THIS SURVEY IN ACCORDANCE WITH THE FLORIDA SURVEYING ACT, CHAPTER 403, F.S.

A.R.E. REECE, P.A.
PROFESSIONAL SURVEYOR AND MAPPER
30564 CUMBER ROOST TRAIL, BIG PINE KEY, FL 33043
OFFICE (305) 872-1346
FAX (305) 872-5622