

SMITH | OROPEZA | HAWKS
ATTORNEYS AT LAW

VIA HAND DELIVERY

Cheri Smith, City Clerk
City of Key West City Hall
3126 Flagler Avenue
Key West, Florida 33040

June 1, 2015
Received
@ 4:48pm
by Amy
Biddle

RE: Notice of Administrative Appeal of Administrative Decision rendered by City Planner regarding non-conforming uses of 2717 Staples Avenue, Key West, Florida 33040.

Dear Ms. Smith,

My firm represents the interests of T.D.J. Developments & Properties, Inc., a Florida corporation ("TDJ") with respect to the real property located at 2717 Staples Avenue Key West, Florida 33040 (the Property). Pursuant to Sections 90-305 and 90-430 of the City of Key West Code of Ordinances ("City Code") we are submitting this Notice of Appeal together with the requisite fee of One Thousand and 00/100 Dollars (\$1,000.00) for purposes of appealing the May 22, 2015 letter rendered by Melissa Paul-Leto as Planner Analyst for the City of Key West ("City") to Trepanier & Associates as representative of TDJ., ("Determination Letter"). A true and correct copy of the Determination Letter is attached hereto and incorporated herein as Exhibit A.

The City has incorrectly denied the lawful unit determination request for one market rate unit, in addition to the existing market rate unit, based on the notion that the property does not satisfy the density requirements set forth in the City of Key West Land Development Regulations ("LDRS"). Section 108-991 of the Code implements the intent of the lawful unit determination process which was to recognize units which met a specific set of criteria, without having to meet the density requirements. Specifically:

Units which are determined not to be affected by the building permit allocation system per this subsection but which have not been previously acknowledged by the city planner are presumed to be lawfully established per chapter 122, article II, nonconformities, if the additional following requirements are met:

- a) The applicant satisfies the building department that the unit meets the Florida Building Code, through as-built certifications or other means acceptable to the building official; and
- b) Fees: All back fee payments shall be paid current and in full, from the date determined to be the established date of the unit. All impact fees shall be paid in full for units determined to have been established after the implementation of the Impact Fee Ordinance (January 1, 1985).

- c) Occupational license with the city is updated, and street addresses are assigned commensurate with the updated unit count.

The above referenced section of Section 108-991 of the Code provides that so long as the requirements of the lawful unit determination process are met, the unit in question is deemed legally non-conforming and as such does not have to comply with current density. As such the additional unit in existence at the Property should be recognized as a legally non-conforming market rate unit. Moreover, it has been established by practice within the City prior to the instant Determination Letter on appeal, to apply the standard principles of mathematics which would dictate rounding decimals above 1.5 up to the nearest whole number, which in this instance would be two (2).

As a separate and distinct issue on appeal, in the Determination Letter the City has required TDJ to "obtain deed restriction." The existence of the additional unit pre-dates the accessory structure legislation. As indicated in the Determination Letter, the existence of this unit dates back to the R1-A zoning district which did not permit accessory units, as such the unit can only be a market rate unit. This accessory unit recognized has never been a deed restricted unit, nor is there a requirement in the lawful unit determination process, or the prior R1-A zoning district to deed restrict such units. To the extent the Determination Letter is requiring an affordability deed restriction, the City by and through Planner Analyst Melissa Paul-Leto represented to Lori Thompson, Planner with Trepanier & Associates that an income or rent restricted deed restriction would not be required in connection with the approval recognition of the non-conforming accessory unit. A true and correct copy of the representation by the City as to the deed restriction is attached hereto and incorporated herein as Exhibit B.

We respectfully request this appeal be scheduled at a mutually agreeable time for purposes of presentation of this appeal. If you should have any questions regarding this request, please do not hesitate to contact me.

Very Truly Yours,



Gregory S. Oropeza, Esq.

Enc.
CC:

Owen Trepanier
Richard M. Klitenick, Esq.

EXHIBIT A



THE CITY OF KEY WEST

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

May 22, 2015

Trepanier & Associates
1421 First Street
Key West, FL 33040

Re: Lawful Unit Determination (LUD)
2717 Staples Avenue (RE# 00067790-000000, AK# 1071722)

To: Trepanier & Associates

This report is in response to your request for a determination regarding whether two (2) non-transient units are lawfully established on the property located at 2717 Staples Avenue.

BPAS Applicability

The criteria for BPAS applicability are listed in Section 108-991(3) of the City Code. The purpose of the BPAS is to limit residential development commensurate with the City's ability to maintain reasonable and safe hurricane evacuation clearance times as established by the Hurricane Evacuation Model Clearance Time Memorandum of Understanding executed on August 2012. The basis for determining existing units shown in the model was the April 1, 2010 Census.

Units determined to have been in existence at the time the April 1, 2010 census was prepared are presumed not to be affected by BPAS per City Code Section 108-991(3). Units which are determined not to be affected by the Building Permit Allocation System per this subsection but which have not been previously acknowledged by the City Planner are presumed to be lawfully established per Chapter 122, Article II, Nonconformities, if the additional following requirements are met:

- a. The applicant satisfies the building department that the unit meets the Florida Building Code, through as-built certifications or other means acceptable to the building official; and
- b. Fees: All back fee payments shall be paid current and in full, from the date determined to be the established date of the unit. All impact fees shall be paid in full for units determined to have been established after the implementation of the Impact Fee Ordinance (January 1, 1985).
- c. Occupational license with the city is updated, and street addresses are assigned commensurate with the updated unit count.

Transient units which meet the criteria in this subsection will be licensed by the city.

Background:

The property of 2717 Staples Avenue has been demolished in 2014. The single family residence included an additional unit located in the rear. The single family residence was built in 1969 as a three bedroom structure. The applicant states, the 2 units were used non-transiently since the late 1980's.

The applicant requests 2 non-transient licenses from the City. It is currently licensed for 1 non-transient unit. The 2717 Staples Avenue property is located in the SF zone.

2717 Staples Avenue, Key West, Florida 33040
LAWFUL UNIT DETERMINATION

The property is located inside the Single Family zoning district where a Single Family residential dwelling and one accessory residential unit is permitted. Any two family residential dwellings, otherwise known as duplexes, are considered as conditional use.

In regards to density, the City's current ordinance allows a maximum of 8 units per acre in the Single Family zone. A density analysis of 2 units for the property in the SF zone reveals the property is over the maximum density allowed. Consideration was given to the zoning in effect prior to creation of the current SF zoning in 1997. Special exemptions for two family dwellings were allowed under the R1-A zone in effect prior to 1997. Sufficient evidence was not acquired for documentation purposes.

| NUMBER OF RESIDENTIAL DWELLING UNITS | | |
|--------------------------------------|-------------------------|----------------|
| | LICENSED/ RECOGNIZED | LUD REQUEST |
| Non-Transient | 1 | 1 |
| Accessory | 0 | 1 |
| Transient | 0 | 0 |
| Affordable | 0 | 0 |
| Total Units: | 1 | 1 |

| DENSITY ANALYSIS | | | | |
|------------------|-----------------|--------------------------------|---------------------------------------|---------------------------------------|
| ZONING DISTRICT | MAXIMUM DENSITY | LAND AREA | LICENSED / EXISTING | REQUESTED RECOGNITION |
| SF | 8 du/acre | 9,057 sf 43,560.00 acres | 1 du / 9,057 x 43,560.00 = 4.80 | 2 du / 9,057 x 43,560.00 = 9.61 |



2717 Staples Avenue, Key West, Florida 33040
LAWFUL UNIT DETERMINATION

Analysis:

The following items are the findings based on the review by the Planning Department relating to activities on the property supporting the existence of the 2 units:

Permits:

- a. 2014, October 23, Floodplain Building Permit, Demo house and guest house;
- b. 2014, October 27, County, Building Department, Demolish single family residence and guest house;

Surveys:

- a. 2014, Florida Keys Land Surveying, 2 houses;
- b. 2005, R.E. REECE. P.A., 2 one story ground level;

Property Record:

- a. 2009, Monroe County Property Record, 2004 Appraiser's note: 4/3 has a guest house cottage;

Leases:

- a. 2010, Lease, Rear;
- b. 2006, Lease, Rear;
- c. 2006, Lease, Front;

FCAA:

- a. 1986, Letter, 2 units;

The items below were additional information obtained but not considered evidence for the additional unit.

FCAA:

- a. 2015, Meter# 06035624, Properties 2 units;

Old Property Card:

- a. 1969, Old Property Card, 3 Bedroom Residence;

Keys Energy:

- a. 2014, 1 unit;

Utilities:

- a. 2015, Billed as 1 residential unit;

Licensing:

- a. 2015, 1 residential unit;

Determination:

The entirety of the evidence presented by Trepanier & Associates and that acquired by the Planning Department acknowledges that 1 non-transient unit and 1 accessory unit are presumed to be lawfully established on the property located at 2717 Staples Avenue.

This letter does not grant new unit allocations, but rather recognizes that a total of 1 non-transient unit and 1 accessory unit exist at 2717 Staples Avenue. Subsequently, this document along with a signed acknowledgement form will be rendered to the Department of Economic Opportunity (DEO) for their review.

The authorization for the lawful establishment contained in this determination letter shall not be considered valid nor granted until such time as the approval requirements listed are fully addressed as follows:

1. Ability to show a one parking space for principle structure as well as one parking space for the accessory unit;
2. Obtain deed restriction, Please contact the Licensing Department 305-809-3951;
3. 2717 Staples Avenue will require the establishment of one new address for the accessory unit for compliance with the 911 Addressing System. Please coordinate with Engineering Services, Diane Nicklaus 305-809-3951;

2717 Staples Avenue, Key West, Florida 33040
LAWFUL UNIT DETERMINATION

Anyone who may wish to appeal any administrative decision may do so in accordance with Section 90-431 of the Land Development Regulations. Please do not hesitate to contact me at 305-809-3724 with any questions or comments that you may have.

Respectfully,



Melissa Paul-Leto
Planner Analyst

Attachments:

- 1 Planning Department Findings
- 2 LUD Application

Cc: Thaddeus L. Cohen, Planning Director
Ron Wampler, Building Official
Larry Erskine, Chief Assistant City Attorney
Chris Bridger, Assistant City Attorney
Carolyn Walker, Licensing Official
Michael Turner, Utilities Collection Manager
Diane Nicklaus, Engineering Services
Scott Russell, C.F.A., Monroe County Property Appraiser

Attachment 1

Planning Department Findings

1. Permits:
 - a. 2014, October 23, Floodplain Building Permit, Demo house and guest house;
 - b. 2014, October 27, County, Building Department, Demolish single family residence and guest house;
 - c.
2. Surveys:
 - a. 2014, Florida Keys Land Surveying, 2 houses;
 - b. 2005, R.E. REECE. P.A., 2 one story ground level;
3. Property Record:

2009, Monroe County Property Record, 2004 Appraiser's note: 4/3 has a guest house cottage;
4. Leases:
 - a. 2010, Lease, Rear;
 - b. 2006, Lease, Rear;
 - c. 2006, Lease, Front;
5. FCAA:
 - a. 1986, Letter, 2 units;

The items below were additional information obtained but not considered evidence for the additional unit.

6. FCAA:
 - a. 2015, Meter# 06035624, Properties 2 units;
7. Old Property Card:
 - a. 1969, Old Property Card, 3 Bedroom Residence;
8. Keys Energy:
 - b. 2014, 1 unit;
9. Utilities:
 - a. 2015, Billed as 1 residential unit;
10. Licensing:
 - a. 2015, 1 residential unit;

APPLICATION FOR FLOODPLAIN BUILDING PERMIT



CITY OF KEY WEST, FLORIDA
 3140 FLAGLER AVE., KEY WEST, FL 33040
 PHONE 305-894-3936 FAX 305-894-3978

Permit No. **15-4006**

Note: All owner/builders must apply in-person and be present at time of all inspections.

A FEE OF \$100.00 PLUS A \$50 APPLICATION FEE IS DUE.

10-23-15

Street Address for proposed construction: 2711 Sisipos Ave Key West FL

Project owner name and address:
 Project: US Bank National Association

Project owner telephone: (305) 405-7100 Fax: (305) 405-7100

Project architect name and address:
 Project: JTR Builders Inc

Project architect telephone: (305) 851-1111

Project engineer name and address:

Project engineer telephone:

Project engineer address:

Value of Construction: \$ **1000.00**

Is this project on flood hazard area? Yes No
 Is this project on a historic structure? Yes No
 Is this project on a non-historic structure? Yes No

Handwritten note: Demolition of existing structure including all slab work. Project including electrical and plumbing. Build out for new structure. Must bring debris to landfill.

RECEIVED
 OCT 27 2015
 BY: [Signature]

| | | |
|--------------------|--|----------------|
| New Construction | | Commercial |
| Addition | | After-the-fact |
| Demolition | | Interior |
| Renovation/Repair | | Site Work |
| Hurricane Shutters | | Exterior |

PERMIT NO. **15-4006**

FLOODPLAIN PERMIT

Administrative notes and stamps:
 Department of Building Inspection
 RECEIVED
 [Various stamps and handwritten notes]

I have obtained all necessary approvals from Association, Government Agency, HARS, and other parties as applicable in order to complete the above described work.

Project Manager: **BRADLEY W. JENSEN**
 Date: **October 2015**

JOHN WHEAT
 Commission Member 70204
 My Commission Expires 12/31/17

I have obtained all necessary approvals from Association, Government Agency, HARS, and other parties as applicable in order to complete the above described work.

Contractor Signature: **George Flynn**
 Date: **10/23/15**

Inspector Signature: **George Flynn**
 Date: **10/23/15**



City of Key West Building Inspection Department

10-23-15
 [Handwritten notes and stamps]

Vertical stamp: RECEIVED



Call for inspections:
293-6462
24-hour inspection line

THE CITY OF KEY WEST
BUILDING DEPARTMENT

Application Number 14-00004906 Date 10/27/14
 Application pin number 2201242
 Property Address 2717 STAPLES AVE
 RE #: PARCEL #: TAX ID etc 0006-2792-000000-
 Application type description DEMOLITION - SINGLE FAMILY HOME
 Property zoning SINGLE FAMILY UNITS
 Application valuation 8000

Owner U S BANK NATIONAL ASSOC
 1615 S CONGRESS AVE STE 200
 DELRAY BEACH FL 33445
 Contractor GTF BUILDERS INC
 18629 SW 15TH AVE
 PALMETTO BAY FL 33157
 (305) 251-5466

Permit DEMOLITION PERMIT
 Additional desc GH
 Permit Fee 190.00
 Issue Date 10/27/14 Valuation 8000
 Expiration Date 10/26/16

Qty Unit Charge Per BASE FEE Extension
 190.00

Special Notes and Comments
 DEMOLISH SINGLE FAMILY RESIDENCE
 INCLUDING SLABS, GUEST HOUSE, OVERHANG
 AND ALL SLAB WORK, SLAB PAD, GRADE BARTH
 UPON COMPLETION HAUL DEMO DEBRIS TO
 LANDFILL. (RECY'D N.O.C. W/APPI) * * *MC
 T/S: 10/23/2014 10:27 AM KEYWMC

Other Fees APPLICATION FEE BLDG NEW 50.00
 DCA SURCHARGE: \$5552.721 2.00
 EDUCATION FEE 1.00
 PLAN REVIEW FEE 1.00
 DEPR SURCHARGE: \$2469.621 2.00

| Fee summary | Charged | Paid | Credited | Due |
|------------------|---------|--------|----------|--------|
| Permit Fee Total | 190.00 | 50.00 | 0.00 | 140.00 |
| Other Fee Total | 56.00 | 50.00 | 0.00 | 6.00 |
| Grand Total | 246.00 | 100.00 | 0.00 | 146.00 |

THE PROPOSED CONSTRUCTION IS PERMITTED ON CONDITION OF COMPLIANCE WITH ALL APPLICABLE CODES AND ORDINANCES IN CONFORMANCE WITH ALL PLANS, SPECIFICATIONS AND ESTIMATES SUBMITTED WITH THE SUBJECT APPLICATION. PERMIT VALID UNLESS CONSTRUCTION COMMENCED WITHIN 180 DAYS OF ISSUE.

10/27/14
 [Signature]

MAP OF BOUNDARY SURVEY

BEARING BASE:
ALL BEARINGS ARE BASED
ON $S68^{\circ}45'40"E$ ASSUMED
ALONG THE CENTERLINE OF
STAPLES AVENUE.






ALL ANGLES DEPICTED
ARE 90 DEGREES UNLESS
OTHERWISE INDICATED

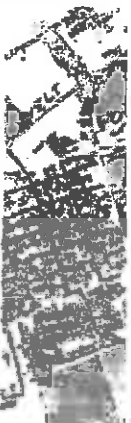
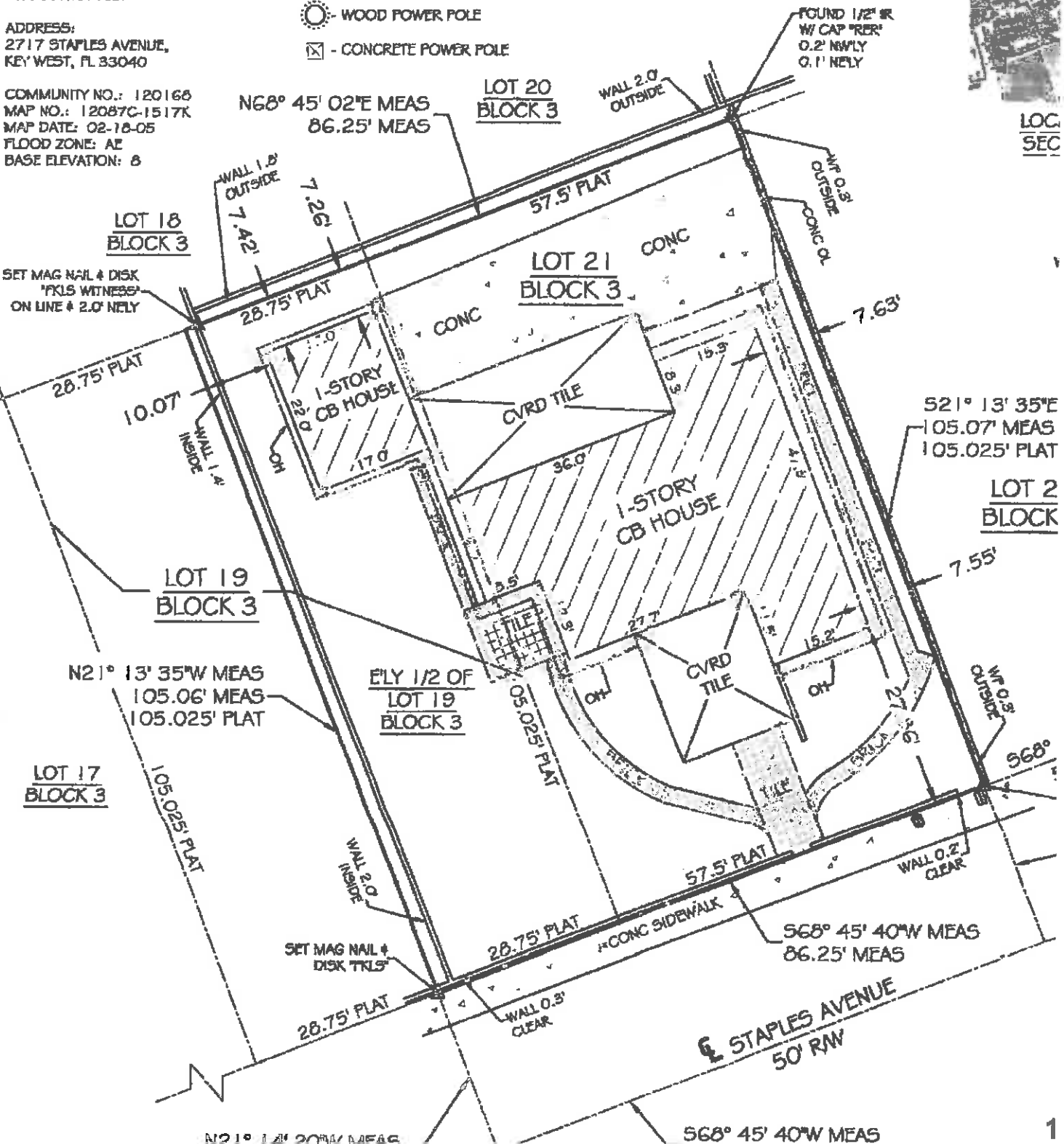
ALL UNITS ARE SHOWN IN
U.S. SURVEY FEET

ADDRESS:
2717 STAPLES AVENUE,
KEY WEST, FL 33040

COMMUNITY NO.: 120168
MAP NO.: 12087C-1517K
MAP DATE: 02-18-05
FLOOD ZONE: AE
BASE ELEVATION: 8

LEGEND

-  - WATER METER
-  - SANITARY SEWER CLEAN OUT
-  - MAILBOX
-  - WOOD POWER POLE
-  - CONCRETE POWER POLE



LOC.
SEC.

LOT 2
BLOCK

Monroe County Property Record Card (020)

Alternate Key: 1071722 Roll Year 2010
 Effective Date: 10/21/2010 11:59:59 PM Run: 03/25/2015 08:15 AM

JACKSON, STEADMAN D AND SHELLIE CHANDLER HW
 2717 STAPLES AVE
 KEY WEST FL 33040

Parcel 00067790-000000-04-68-25 Nbhd 6185
 Alt Key 1071722 Mill Group 10KW
 Affordable Housing No PC 0100
 FEMA Injunction
 Inspect Date May 13, 2008 Next Review
 Business Name
 Physical Addr 2717 STAPLES AVE, KEY WEST

Associated Names

Name _____ DBA _____ Role _____
 JACKSON, STEADMAN D AND SHELLIE Owner
 CHANDLER H/W

Legal Description

KW CORAL REEF ESTATES PB3-36 E 1/2 LOT 19 & ALL LOT 21 SQR 3 OR323-206/207 OR616-532 OR752-1301 OR809-1236 OR1012-1832Q/C OR1016-1689/1690 OR1871-1797AF
 OR1978-1736 OR2089-1268

Land Data 1.

| Line ID | Use | Front | Depth | Notes | # Units | Type | SOH % | Rate | Depth | Loc | Shp | Phys | Class | ROGO | Class Value | Just Value | |
|---------|------|-------|-------|-------|----------|------|--------|------|-------|------|------|------|-------|------|-------------|------------|--|
| 7468 | 010D | 86 | 105 | No | 9,058.40 | SF | 100.00 | | 1.00 | 1.00 | 1.00 | 0.80 | | | | | |

Total Just Value

Monroe County Property Record Card (020)

Alternate Key: 1071722

Roll Year 2010

Effective Date: 10/21/2010 11:59:59 PM Run: 03/25/2015 08:15 AM

OPU 5 1 1989 110 004 100.00

Miscellaneous Improvements

| Nbr | Impr Type | # Units | Type | SOH % | Length | Width | Year Built | Roll Year | Grade | Life | RCN | Depr Value |
|--------------------------------|-------------------|---------|------|--------|--------|-------|------------|-----------|-------|------|-----|------------|
| 6 | AC2:WALL AIR COND | 1 | UT | 100.00 | 0 | 0 | 1984 | 1985 | 2 | 20 | | |
| 5 | FN3:WROUGHT IRON | 72 | SF | 100.00 | 12 | 6 | 1979 | 1980 | 2 | 60 | | |
| 4 | FN2:FENCES | 499 | SF | 100.00 | 0 | 0 | 1979 | 1980 | 3 | 30 | | |
| 3 | FN2:FENCES | 846 | SF | 100.00 | 141 | 6 | 1979 | 1980 | 5 | 30 | | |
| 2 | PT5:TILE PATIO | 431 | SF | 100.00 | 0 | 0 | 1979 | 1980 | 4 | 50 | | |
| 1 | PT3:PATIO | 1,074 | SF | 100.00 | 0 | 0 | 1979 | 1980 | 2 | 50 | | |
| Total Depreciated Value | | | | | | | | | | | | |

Appraiser Notes

2004-05-25 BEING OFFERED FOR \$899,000 4/3 HAS A GUEST COTTAGE-SKI FOR THE 2004 TAX ROLL LOT 23 IS NO LONGER BEING ASSESSED UNDER THIS PARCEL LOT 23 IS NOW ASSESSED UNDER RE 6781, LG

2004-08-31 SOLD FOR \$799,000= 89%

FOR THE 2004 TAX ROLL LOT 23 IS NO LONGER BEING ASSESSED UNDER THIS PARCEL LOT 23 IS NOW ASSESSED UNDER RE 6781, LG

Building Permits

| Bldg Number | Date issued | Date Completed | Amount | Description | Notes |
|-------------|---------------------|---------------------|---------|-------------|---------------------------|
| 09-1497 | May 21 2009 12:00AM | | 150 | Residential | DEMO 4 X 20 CONCRETE WALL |
| 04-2556 | Aug 27 2004 12:00AM | Dec 31 2005 12:00AM | 200,000 | Residential | NEW SFR |
| 05-0266 | Jan 28 2005 12:00AM | Dec 31 2005 12:00AM | 800 | Residential | REPLACE SEWER LATERAL |
| 05-2503 | Jun 22 2005 12:00AM | Dec 31 2005 12:00AM | 400 | Residential | demo 450sf of patio |
| 05-0660 | Mar 4 2005 12:00AM | Dec 31 2005 12:00AM | 600 | Residential | REPLACE 4FT OF CBS FENCE |

Monroe County Property Record Card (020)

Alternate Key: 1071722 Roll Year 2010
 Effective Date: 10/21/2010 11:59:59 PM Run: 03/25/2015 08:15 AM

Sales History

| Book | Page | Sale Date | Instrument | Transfer Code | Q/U | Vacant | Sale Price |
|------|------|-----------|---------------|---------------|-----|--------|------------|
| 1016 | 1689 | 6/1/1987 | Warranty Deed | 0 | M | I | 160,000 |
| 1978 | 1736 | 2/20/2004 | Warranty Deed | 0 | Q | I | 739,000 |
| 2089 | 1268 | 2/22/2006 | Warranty Deed | 0 | Q | I | 895,000 |

Exemptions

| Code | Description | Value | Year | Renewal | % | Amount Applied |
|------|-----------------|--------|------|---------|---|----------------|
| 39 | 25000 HOMESTEAD | 25,000 | 2009 | 1 | | 100.00 |
| 44 | ADDL HOMESTEAD | 25,000 | 2009 | 1 | | 100.00 |

RENTAL AGREEMENT

THIS AGREEMENT entered into this 1st day of February 2010
Lessor, Teddy Jackson and Matt Kilgore, hereinafter Lessee.

WITNESSETH: That for and in consideration of the payment of the rents and the performance of the covenants contained on the part of the Lessee, said Lessor does hereby demise and let unto rear apartment located at 2717 Staples Avenue, Key West, FL 33040 for tenancy from six month commencing on the 1st day of February 2010 and at a monthly rental of \$500.00 per month, payable monthly in advance by calling (305) 304-6489. If there is no answer, be sure to leave a clear message with a phone number where you can be reached. A late charge of \$10.00 per day will incur beginning on the 3rd day after which the rent becomes due. All other statements regarding this lease are on the following **TERMS AND CONDITIONS:**

- 1. Occupants:** The said premises shall be occupied by no more than 2 adults and 0 children. Lessee will notify Lessor of any additional persons not listed in this paragraph.
- 2. Pets:** No pets shall be brought on the premises without the prior written consent of the Lessor. There is a \$100.00 non-refundable deposit for pets.
- 3. Ordinances and Statutes:** Lessee shall comply with all statutes, ordinances, and requirements of all municipals, state and federal authorities now in force, or which may hereafter be in force, pertaining to the use of the premises.
- 4. Repairs and Alterations:** Lessee shall be responsible for damages caused by his negligence and that of his family and invited guests. Lessee shall not paint, paper or otherwise redecorate or make alterations to the premises without the prior written consent of the Lessor. All alterations, additions, or improvements made to the premises with the consent of the Lessor shall become property of the Lessor and shall remain upon and be surrendered with the premises.
- 5. Upkeep of Premises:** Lessee shall keep and maintain the premises in a clean and sanitary condition at all times, and upon the termination of the tenancy shall surrender the premises to the Lessor in as good as when received, ordinary wear and damage by the elements expected.
- 6. Assignment and Subletting:** Lessee shall not assign this Agreement or sublet any portion of the premises without prior written consent of the Lessor.
- 7. Utilities:** Lessor shall be responsible for the payment of electric, water, garbage and sewer. Lessee is responsible for telephone and/or cable.

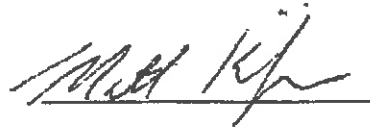
15. Lead Paint Clause: " Every purchaser of any interest in residential real property on which residential dwelling was built prior to 1978 us notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real estate is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspection in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

16. Additional Terms and Conditions: Lessee is responsible for damage or misuse of stove, refrigerator, color TV, and microwave. Lessor is not responsible for repair or replacement of those items.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in duplicate the day and year first written.

Signed in presence of :

Witness



Lessee

Witness



Lessor

NOTICE: State law establishes rights and obligations for parties to rental agreements. This agreement is required to comply with the Truth in Renting Act or the applicable Landlord Tenant Statute of code of your state. If you have questions about the interpretation of legality of a provision of this agreement, you may want to seek assistance from a lawyer or other qualified person.

Exhibit B

RENTAL AGREEMENT

THIS AGREEMENT entered into this 15th day of November, 2006
Lessor, Teddy Jackson and Fira Caddiano hereinafter Lessee.

MILLIE HORTON

WITNESSETH: That for and in consideration of the payment of the rents and the performance of the covenants contained on the part of the Lessee, said Lessor does hereby demise and let unto front house located at 2717 Staples Avenue, Key West, FL 33040 for tenancy from six month commencing on the 15th day of November, 2006 and at a monthly rental of \$2150.00 per month, payable monthly in advance by calling (305) 304-6489. If there is no answer, be sure to leave a clear message with a phone number where you can be reached. A late charge of \$10.00 per day will incur beginning on the 3rd day after which the rent becomes due. All other statements regarding this lease are on the following TERMS AND CONDITIONS:

1. **Occupants:** The said premises shall be occupied by no more than 3 adults and 0 children. Lessee will notify Lessor of any additional persons not listed in this paragraph.
2. **Pets:** No pets shall be brought on the premises without the prior written consent of the Lessor. There is a \$100.00 non-refundable deposit for pets.
3. **Ordinances and Statutes:** Lessee shall comply with all statutes, ordinances, and requirements of all municipals, state and federal authorities now in force, or which may hereafter be in force, pertaining to the use of the premises.
4. **Repairs and Alterations:** Lessee shall be responsible for damages caused by his negligence and that of his family and invited guests. Lessee shall not paint, paper or otherwise redecorate or make alterations to the premises without the prior written consent of the Lessor. All alterations, additions, or improvements made to the premises with the consent of the Lessor shall become property of the Lessor and shall remain upon and be surrendered with the premises.
5. **Upkeep of Premises:** Lessee shall keep and maintain the premises in a clean and sanitary condition at all times, and upon the termination of the tenancy shall surrender the premises to the Lessor in as good as when received, ordinary wear and damage by the elements expected.
6. **Assignment and Subletting:** Lessee shall not assign this Agreement or sublet any portion of the premises without prior written consent of the Lessor.
7. **Utilities:** Lessor shall be responsible for the payment of electric, water, garbage and sewer, up to \$ 0 combined total per month. Lessee will be

[Handwritten signatures and initials]

Exhibit B

responsible for utilities exceeding the afore mentioned combined, total amount per month. Lessee is responsible for telephone and/or cable.

8. Default: If Lessee shall fail to pay rent when due, and perform any term hereof, after not less than three (3) days written notice of such default given in the manner required by law, Lessor, at his option, may terminate all rights of Lessee hereunder, unless Lessee, within said time, shall cure such default. If Lessee abandons or vacates property, while in default of the payment of rent, Lessor may consider any property left on the premises to be abandoned and may dispose of the same in any manner allowed by law.

9. Security: The security deposit in the amount of ~~\$2150.00~~, shall secure the performance of the Lessee's obligation hereunder. Lessor may, but shall not be obligated to, apply all or portions of said deposit on account of Lessee's obligations hereunder. Any balance remaining upon termination shall be returned to Lessee. Lessee shall not have the right to apply the security deposit in payment of the last month's rent.

10. Right of Entry: Lessor reserves the right to enter the demised premises at all reasonable hours for the purpose of inspection, and whenever necessary to make repairs and alterations to the demised premises. Lessee hereby grants permission to Lessor to show the demised premises to prospective purchasers, mortgagees, tenants, workmen, or contractors at reasonable hours of the day.

11. Deposit Refunds: The balance of all deposits shall be refunded within two (2) weeks from date of possession is delivered to Lessor, together with a statement showing any changes made against such deposits by Lessor. Pet deposit of \$100.00 is non-refundable.

12. Termination: This agreement and the tenancy hereby granted may be terminated at any time by either party hereto by giving to the other party not less than one full month's prior notice in writing.

13. Attorney's Fees: The prevailing party in an action brought for the recovery of rent or other monies due or to become due under this lease or by reason of a breach of any covenant herein contained or for the recovery of the possession of said premises, or to compel the performance of anything agreed to be done herein, or to recover for damages to said property, or to enjoin any act contrary to the provision hereof, shall be awarded all the costs in connection therewith, including, but not by way of limitation, reasonable attorney's fees.

14. Radon Gas Disclosure: As required by law (Landlord./Seller) makes the following disclosure "Radon Gas" is a naturally occurring radioactive as that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed

Exhibit B

federal and state guidelines have been found in buildings _____.
Additional information regarding radon testing may be obtained from your county health unit.

15. Lead Paint Clause: "Every purchaser of any interest in residential real property on which residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real estate is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspection in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

16. Additional Terms and Conditions: Lessee is responsible for damage or misuse of stove, refrigerator, color TV, and microwave. Lessor is not responsible for repair or replacement of those items.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in duplicate the day and year first written.

Signed in presence of:

Witness N/A

Lessee

Witness N/A

Lessor

NOTICE: State law establishes rights and obligations for parties to rental agreements. This agreement is required to comply with the Truth in Renting Act or the applicable Landlord Tenant Statute of code of your state. If you have questions about the interpretation of legality of a provision of this agreement, you may want to seek assistance from a lawyer or other qualified person.

Exhibit C

JULIA C HUNT
2717 Staples Avenue
Key West, FL 33040

1079

63-648870
BRANCH 00706

Pay to the
order of

Teddy Jackson

02-29-09 Date

\$ 600.00

Six Hundred + 00/100

Dollars



WACHOVIA

Wachovia Bank, N.A.
wachovia.com

For

PERCENT

[Signature]

MP

⑆067006432⑆ 1010145465450⑆ 1079

Exhibit C

RENTAL AGREEMENT

THIS AGREEMENT entered into this 1st day of September, 2006
Lessor, Teddy Jackson and Julia Hunt, hereinafter Lessee,

WITNESSETH: That for and in consideration of the payment of the rents and the performance of the covenants contained on the part of the Lessee, said Lessor does hereby demise and let unto rear apartment located at 2717 Staples Avenue, Key West, FL 33040 for tenancy from six month commencing on the 1st day of September, 2006 and at a monthly rental of \$1200.00 per month, payable monthly in advance by calling (305) 304-6489. If there is no answer, be sure to leave a clear message with a phone number where you can be reached. A late charge of \$10.00 per day will incur beginning on the 3rd day after which the rent becomes due. All other statements regarding this lease are on the following **TERMS AND CONDITIONS:**

1. **Occupants:** The said premises shall be occupied by no more than ___ adults and ___ children. Lessee will notify Lessor of any additional persons not listed in this paragraph.
2. **Pets:** No pets shall be brought on the premises without the prior written consent of the Lessor. There is a \$100.00 non-refundable deposit for pets.
3. **Ordinances and Statutes:** Lessee shall comply with all statutes, ordinances, and requirements of all municipals, state and federal authorities now in force, or which may hereafter be in force, pertaining to the use of the premises.
4. **Repairs and Alterations:** Lessee shall be responsible for damages caused by his negligence and that of his family and invited guests. Lessee shall not paint, paper or otherwise redecorate or make alterations to the premises without the prior written consent of the Lessor. All alterations, additions, or improvements made to the premises with the consent of the Lessor shall become property of the Lessor and shall remain upon and be surrendered with the premises.
5. **Upkeep of Premises:** Lessee shall keep and maintain the premises in a clean and sanitary condition at all times, and upon the termination of the tenancy shall surrender the premises to the Lessor in as good as when received, ordinary wear and damage by the elements expected.
6. **Assignment and Subletting:** Lessee shall not assign this Agreement or sublet any portion of the premises without prior written consent of the Lessor.
7. **Utilities:** Lessor shall be responsible for the payment of electric, water, garbage and sewer. Lessee is responsible for telephone and/or cable.

Exhibit C

8. Default: If Lessee shall fail to pay rent when due, and perform any term hereof, after not less than three (3) days written notice of such default given in the manner required by law, Lessor, at his option, may terminate all rights of Lessee hereunder, unless Lessee, within said time, shall cure such default. If Lessee abandons or vacates property, while in default of the payment of rent, Lessor may consider any property left on the premises to be abandoned and may dispose of the same in any manner allowed by law.

9. Security: The security deposit in the amount of **\$1200.00**, shall secure the performance of the Lessee's obligation hereunder. Lessor may, but shall not be obligated to, apply all or portions of said deposit on account of Lessee's obligations hereunder. Any balance remaining upon termination shall be returned to Lessee. Lessee shall not have the right to apply the security deposit in payment of the last month's rent.

10. Right of Entry: Lessor reserves the right to enter the demised premises at all reasonable hours for the purpose of inspection, and whenever necessary to make repairs and alterations to the demised premises. Lessee hereby grants permission to Lessor to show the demised premises to prospective purchasers, mortgagees, tenants, workmen, or contractors at reasonable hours of the day.

11. Deposit Refunds: The balance of all deposits shall be refunded within two (2) weeks from date of possession is delivered to Lessor, together with a statement showing any changes made against such deposits by Lessor. Pet deposit of \$100.00 is non-refundable.

12. Termination: This agreement and the tenancy hereby granted may be terminated at any time by either party hereto by giving to the other party not less than one full month's prior notice in writing.

13. Attorney's Fees: The prevailing party in an action brought for the recovery of rent or other monies due or to become due under this lease or by reason of a breach of any covenant herein contained or for the recovery of the possession of said premises, or to compel the performance of anything agreed to be done herein, or to recover for damages to said property, or to enjoin any act contrary to the provision hereof, shall be awarded all the costs in connection therewith, including, but not by way of limitation, reasonable attorney's fees.

14. Radon Gas Disclosure: As required by law (Landlord./Seller) makes the following disclosure "Radon Gas" is a naturally occurring radioactive as that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings _____.
Additional information regarding radon testing may be obtained from your county health unit.

Exhibit C

15. Lead Paint Clause: "Every purchaser of any interest in residential real property on which residential dwelling was built prior to 1978 us notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real estate is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspection in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

16. Additional Terms and Conditions: Lessee is responsible for damage or misuse of stove, refrigerator, color TV, and microwave. Lessor is not responsible for repair or replacement of those items.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in duplicate the day and year first written.

Signed in presence of :

1027
00-840/870
BRANCH OFFICE

09-01-06 DATE

JULIA CHUNT
9650 Laurel Ave
Key West, FL 33040
(305) 407-4345

PAY TO THE ORDER OF Teddy Jackson \$ 3,100.00
Three thousand + 00/100 DOLLARS

WACHOVIA
Wachovia Bank, N.A.
wachovia.com

FOR FIRST LAST RENT + 1/2 SECURITY

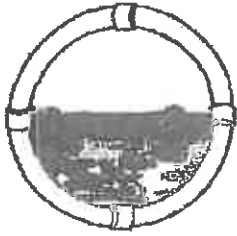
1006700643201020145485450 1027

1027

... applicable

... have questions about the
... of this agreement, you may want to seek
... a lawyer or other qualified person.

N
T
La
int
assi



Florida Keys Aqueduct Authority

Post Office Box 1238
1100 Kennedy Drive
Key West, Florida 33041-1239
Telephone (305) 298-2454
www.fkaa.com

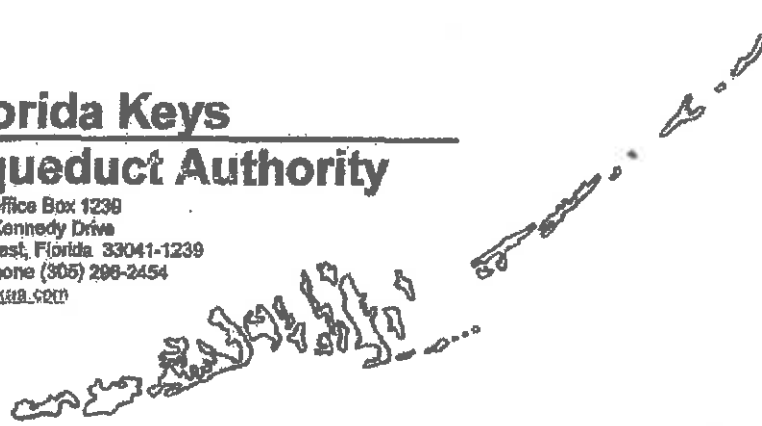


Exhibit G

J. Robert Dean
Chairman
District 3

Antoinette M. Appel
Vice-Chairman
District 4

Brian L. Barroco
Secretary/Treasurer
District 1

Melva G. Wagner
District 2

David C. Ritz
District 5

Kirk C. Zuelch
Executive Director

January 15, 2015

To whom it may concern:

RE: 006894-1
2717 Staples Ave
Key West

Please allow this letter to serve as documentation that the Florida Keys Aqueduct Authority has provided water service to the above referenced property services since the 1986 with 2 units.

It is anticipated that this information will be found both helpful and satisfactory. If I may be of further assistance, please do not hesitate to contact me at 305-2956-2454.

Sincerely,

FLORIDA KEYS AQUEDUCT AUTHORITY

Olivia Reyes
Customer Service Representative
Florida Keys Aqueduct Authority

Melissa Paul-Leto

From: Juliette Torres <jtorres@fkaa.com>
Sent: Wednesday, March 25, 2015 1:31 PM
To: Melissa Paul-Leto
Subject: RE: 2717 Staples Avenue

Hello Melissa,

I have researched the property listed below and found the following:

| | | | |
|--------------------|-----------------------|------------------|--------------------|
| 2717 Staples Ave | FKAA location #006894 | Customer #590933 | TDJ Developments & |
| Properties 2 units | Meter # 06035624 | 01/29/15 | |

The earliest customer that I show in our current database is Ernest A Sawyer as of 12/17/86, and it was noted as 2 units. If you should have any questions, please don't hesitate to contact me.

Regards,

Juliette B Torres
Records Manager
R M L O
Florida Keys Aqueduct Authority
1100 Kennedy Dr.
Key West, Fl. 33040
jtorres@fkaa.com
305.295.2290
305.923.3100 (cell)

From: Melissa Paul-Leto [mailto:mleto@cityofkeywest-fl.gov]
Sent: Wednesday, March 25, 2015 11:45 AM
To: Juliette Torres
Subject: 2717 Staples Avenue

Hello,
Please look into the property of 2717 Staples Avenue.
Thank you,
Melissa Paul-Leto
Planner Analyst, AIPP Liason
City of Key West



Quick Info Account Details

Account Info

Account # 5420725 18
Name VACANT
Customer 01

House # 2717
Region Home
Street STABLES AVE
City KEY WEST
State FL
Zip 33040

Service Summary (Browse) Service Details (Browse)

1 of 1
Main Address

Billing Information

Service Address

ELECTRIC
Total 0.00
Current 0.00
Overdue 0.00
Interest 0.00
Late Charge 0.00

Service Information

Service ELECTRIC
Location In City
Category RESIDENTIAL
Rate class 110
Rate type MONTHLY BILLING
Rate code 1

No. Invs 1
Start 2014-10-01
Final
Final paid
Inactive from 2014-10-01
Inactive to

Disconnect Code N
Reason No
Date
Reconnect

Exemptions

Late pay
Interest
Estimate
Disconnect
Reason
Tax
Reason

Notices

Current
Prior
Deposit
On file
Required
To collect

Readings

Last read
Last read Amount
Last payment Amount
Due date

Melissa Paul-Leto

From: Michael J. Turner
Sent: Thursday, March 26, 2015 8:14 AM
To: Melissa Paul-Leto
Subject: RE: 2717 Staples Avenue

Melissa-

It has always billed as 1 residential unit.

Let me know if you have any questions or need any additional information.

Thanks

From: Melissa Paul-Leto
Sent: Wednesday, March 25, 2015 4:58 PM
To: Michael J. Turner
Subject: 2717 Staples Avenue

Michael,
Please tell me what 2717 Staples use to be billed for.
It is a lud case.
Thank you,
Melissa Leto

Melissa Paul-Leto

From: Carolyn Walker
Sent: Thursday, March 26, 2015 9:11 AM
To: Melissa Paul-Leto
Subject: RE: 2717 Staples avenue

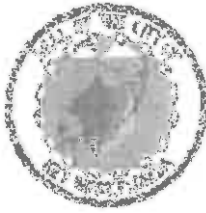
No licensing. Appears to be one residential unit only.

From: Melissa Paul-Leto
Sent: Wednesday, March 25, 2015 11:41 AM
To: Carolyn Walker
Subject: 2717 Staples avenue

Carolyn,
Please look into the property of 2717 Staples Avenue. Let me know what is licensed.
Thank you,
Melissa Paul-Leto
Planner Analyst, AIPP Liason
City of Key West



Attachment 2
LUD Application



Application For Lawful Unit Determination

City of Key West, Florida • Planning Department

3146 Florida Avenue • Key West, Florida 33040-3602 • 305-852-8720 • www.cityofkeywest.com

Application Fee: \$1,000.00

(Ordinance 13-15, Effective March 1, 2011)

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: 2717 Staples Avenue
Real Estate (RE) #: 00067790-000000 Alternate Key: 1071722
Zoning District: Single Family Total Land Area (sq ft): 9,057 SF
Property located within the Historic District? Yes No

APPLICANT: Owner Authorized Representative

Name: Trepanier & Associates, Inc.
Mailing Address: 1421 First Street
City: Key West State: FL Zip: 33040
Home/Mobile Phone: _____ Office: 305-293-8983 Fax: 305-293-8748
Email: lori@owentrepanier.com

PROPERTY OWNER: (if different than above)

Name: TDJ Developments and Properties Inc.
Mailing Address: 2908 Harris Avenue
City: Key West State: FL Zip: F33040
Home/Mobile Phone: 305-304-6489 Office: _____ Fax: _____
Email: TDJDevelopments@aol.com

Is this request based on a code case? Yes No Case Number: _____

| UNIT TYPE | NUMBER OF UNITS | |
|----------------------------------------------------|-----------------|---------------------------------------|
| | EXISTING | LICENSED ¹ / RECOGNIZED |
| Market-Rate Residential Dwelling Units | 2 | 1 |
| Affordable Residential Dwelling Units ² | 0 | 0 |
| Transient Units | 0 | 0 |
| Commercial Units | 0 | 0 |

1 Please provide City Licensing Records from the Building Department
2 All units allocated as affordable are subject to Section 122-1467(c), (d), (e), and (f) of the Workforce Housing Ordinance. Applicant Eligibility Requirements are subject to Section 122-1469 (2) through (15) of the Workforce Housing Ordinance. Affordable housing projects enabled by federal tax credit housing are not subject to 122-1467(c).

Sec 108-991(4) - Units determined to have been in existence at the time the April 1, 2010 census was prepared are presumed not to be affected by BPAS. The City Planner shall review available documents to determine if a body of evidence exists to support the existence of units on or about April 1, 2010. Units existing in 2010 will be documented through a mandatory site visit by city staff and **at least two** of the following records:

- Aerial photographs and original dated photographs showing that the structure existed on or about April 1, 2010;
- Building permits issued prior to April 1, 2010;
- Copies of city directory entries on or about April 1, 2010 (*City Staff will obtain*);
- Site visits which indicate that the age of the structure and associated improvements likely pre-date 2010;
- Rental, occupancy or lease records from before and including April 1, 2010, indicating the number, type and term of the rental or occupancy;
- Copies of state, county, and city licenses on and about April 1, 2010, indicating the number and types of rental units;
- Documentation for Keys Energy Service, Florida Keys Aqueduct Authority and other available utilities indicating the type of service (residential or commercial) provided and the number of meters on or about April 1, 2010 (*City Staff will obtain*);
- Documentation for the Monroe County Property Appraiser's Office for the time on or about April 1, 2010 (Green Card) (*City Staff will obtain*); and
- Similar documentation as listed above.

Provision of affidavits to support the existence of a unit is allowed, but cannot be the sole record upon which a decision is based. **Provision of documents is the responsibility of the applicant.** The City Planner's decision shall be rendered to the Department of Economic Opportunity (DEO) for a determination of consistency with the principals for guiding development.

Units which are determined not to be affected by the building permit allocation system per this subsection but which have not been previously acknowledged by the City Planner are presumed to be lawfully established per Chapter 122, Article II, Nonconformities, if the additional following requirements are met:

- a. The applicant satisfies the building department that the unit meets the Florida Building Code, through as-built certifications or other means acceptable to the building official; and
- b. Fees: All back fee payments shall be paid current and in full, from the date determined to be the established date of the unit. All impact fees shall be paid in full for units determined to have been established after the implementation of the Impact Fee Ordinance (January 1, 1985).
- c. Occupational license with the city is updated, and street addresses are assigned commensurate with the updated unit count.

Transient units which meet the criteria in subsection 108-991 will be licensed by the city.

Additional information that may be considered as evidence to prove existence of a unit(s) includes but is not limited to the following:

1. Official Appraisal Reports;
2. Inspection reports on company letterhead; and/or
3. Similar documentation.

The review process for lawful unit determination is as follows:

1. Applications will be processed on a first come, first serve basis. If the property is under contract with a scheduled closing date, staff will consider an expedited review;
2. Staff will schedule a site visit to include the Building Official when the application is under review;
3. If a unit(s) is recognized, the Collections Manager will coordinate with the applicant regarding any back fees owed; and
4. The lawful unit determination shall be rendered to the DEO for a determination of consistency with the principals for guiding development.

Application checklist:

- Application fee. Please make checks 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
- Survey
- Sketch of site and floor plan
- Supporting documentation that unit existed

City of Key West
Planning Department



Verification Form
(Where Authorized Representative is an entity)

I, Owen Trepanier, in my capacity as President
(print name) *(print position; president, managing member)*
of Trepanier & Associates, Inc.
(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:

2717 Staples Avenue

Street Address of subject property

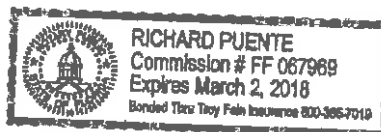
All of the answers to the above questions, drawings, plans and any other attached data which make up the application, are true and correct to the best of my knowledge and belief. In the event the City or the Planning Department relies on any representation herein which proves to be untrue or incorrect, 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 March 6 2015 by
Owen J. Trepanier
Name of Authorized Representative
date

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

Richard Puente
Notary's Signature and Seal
Richard Puente
Name of Acknowledger typed, printed or stamped



FF067969
Commission Number, if any

City of Key West
Planning Department



Authorization Form
(Where Owner is a Business Entity)

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

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

Managing Member of T.D.J. Developments & Properties, Inc.
Name of office (President, Managing Member) *Name of owner from deed*

authorize Trepanier & Associates, Inc.
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 person with authority to execute documents on behalf on entity owner

Subscribed and sworn to (or affirmed) before me on this March 5, 2015
Date

by STEADMAN JACKSON
Name of person with authority to execute documents on behalf on entity owner

He/She is personally known to me or has presented FL Drivers Lic as identification.
3250-784-66-263-0

Richard Puente
Notary's Signature and Seal



Richard Puente
Name of Acknowledger typed, printed or stamped

FF 067969
Commission Number, if any

PREPARED BY:
CAROL ZIMMERLY
3501 WEST VINE STREET #512
KISSIMMEE, FL 33844

~~Return to:~~
STEWART TITLE COMPANY
601 CANYON DR, STE 100
CORPPELL, TX 75019

Doc# 2015267 02/10/2015 9:43AM
Filed & Recorded in Official Records of
MONROE COUNTY AMY HEAVILIN

02/10/2015 9:43AM
DEED DOC STAMP CL: Krys \$1,934.10

Doc# 2015267
Bk# 2724 Pg# 232

File Number: 1205510055A
APN/PIN:
0006779000000046825

When Recorded Return to:
Indecomm Global Services
As Recording Agent Only
1260 Energy Lane
St. Paul, MN 55108

79739570-2

Ref-2ND

SPECIAL WARRANTY DEED

This Special Warranty Deed made between U.S. BANK NATIONAL ASSOCIATION, AS TRUSTEE FOR ADJUSTABLE RATE MORTGAGE TRUST 2005-5, ADJUSTABLE RATE MORTGAGE BACKED PASS THROUGH CERTIFICATES, SERIES 2005-5 whose address is C/O WELLS FARGO BANK, N.A., 8480 STAGECOACH CIRCLE, FREDERICK, MD 21701, Grantor, and T.D.J. DEVELOPMENTS & PROPERTIES, INC. whose address is 511 AVENUE C, 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 \$276,250.00 and other good and valuable considerations to said Grantor in hand paid by said Grantee, the receipt and sufficiency whereof is hereby acknowledged, has Granted, bargained, and sold to the said Grantee, and Grantee's successors, heirs and assigns forever, the following described land, situate, lying and being in MONROE County, Florida, to-wit:

LOT 21 AND THE EAST HALF OF LOT 19, BLOCK 3, CORAL REEF ESTATES, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 3, PAGE 36, OF THE PUBLIC RECORDS OF MONROE COUNTY, FLORIDA.

SUBJECT TO:

1. Taxes and assessments for the current calendar year and all subsequent years;
2. Zoning ordinances, restrictions, prohibitions and other requirements imposed by governmental

authority;

3. Conditions, restrictions, reservations, limitations and easements of record, if any, but this reference shall not operate to reimpose same;

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 specially warrants that title to the land is free from all encumbrances made by Grantor, and will defend the same against the lawful claims of all persons claiming by, through or under Grantor, but against none other.

IN WITNESS WHEREOF, GRANTOR has signed these presents on [1.9.13].


WELLS FARGO BANK, N.A., AS ATTORNEY IN FACT FOR U.S. BANK NATIONAL ASSOCIATION, AS TRUSTEE FOR ADJUSTABLE RATE MORTGAGE TRUST 2005-5, ADJUSTABLE RATE MORTGAGE BACKED PASS THROUGH CERTIFICATES, SERIES 2005-5

By:  1.9.13
Name: **TAMARA STONE**
Its: Vice President Loan Documentation

SIGNED IN THE PRESENCE OF THE FOLLOWING WITNESSES:

Witness: 

Name: Amanda M Lind

Witness: 

Name: Lisa Vanhaaften

State of Iowa

County Dallas

On this 9 day of January A.D., 2015, before me, a Notary Public in and for said county, personally appeared Taman A. Stone, to me personally known, who being by me duly sworn (or affirmed) did say that that person is VPLD (title) of said Wells Fargo Bank, N.A as attorney in fact for U.S. BANK NATIONAL ASSOCIATION, AS TRUSTEE FOR ADJUSTABLE RATE MORTGAGE TRUST 2005-5, ADJUSTABLE RATE MORTGAGE BACKED PASS THROUGH CERTIFICATES, SERIES 2005-5, by authority of its board of (directors or trustees) and the said (officer's name) Taman A. Stone acknowledged the execution of said instrument to be the voluntary act and deed of said (corporation or association) by it voluntarily executed.

Scott Gates

(Signature)

(Stamp or Seal)

Notary Public



+U05134291+

7906 2/3/2015 79739570/2

PREPARED 3/24/15, 12:07:10
City of Key West

PAYMENTS DUE INVOICE
PROGRAM PZ821L

PROJECT NUMBER: 15-83500021 2717 STAPLES - LUD

| FEE DESCRIPTION | AMOUNT DUE |
|------------------------------|------------|
| DETERMINATION OF LAWFUL UNIT | 1000.00 |
| TOTAL DUE | 1000.00 |

Please present this invoice to the cashier with full payment.

Order: KEYBLD
Date: 3/25/15 52
Type: OC
Receipt No: 17363
PZ
PLANNING & ZONING
1.00
Trans Number: 3843829
\$1000.00
CK CHECK
5610 \$1000.00
Trans date: 3/25/15
Time: 7:34:19

George Blanco

EXHIBIT B

greg@smithoropeza.com

From: Shellie Jackson <shelliejack@me.com>
Sent: Monday, June 01, 2015 12:26 PM
To: greg@smithoropeza.com
Subject: Fwd: 2717 Staples Avenue

From: Melissa Paul-Leto [<mailto:mleto@cityofkeywest-fl.gov>]
Sent: Wednesday, April 01, 2015 10:05 AM
To: Lori Thompson
Subject: 2717 Staples Avenue

Lori,

It was a pleasure meeting with you and Owen on Monday regarding 2717 Staples Avenue.

After further review, the planning department will recognize 1 non-transient unit and 1 non-conforming accessory unit.

A non-conforming accessory unit has a size limitation of 600 sf. There is no deed restriction needed.

Please come back to me with your acknowledgement and or thoughts.

Sincerely,

Melissa Paul-Leto

Planner Analyst, AIPP Liason

City of Key West

No virus found in this message.

Checked by AVG - www.avg.com

Version: 2014.0.4800 / Virus Database: 4311/9871 - Release Date: 05/26/15