

Application



Application for Variance

City of Key West, Florida • Planning Department

1300 White Street • Key West, Florida 33040 • 305-809-3764 • www.cityofkeywest-fl.gov

Application Fee: \$2,415.00 / After-the-Fact: \$4,515.00

(includes \$210.00 advertising/noticing fee and \$105.00 fire review fee)

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 305-809-3764.

PROPERTY DESCRIPTION:

Site Address: 610 Duval St, Key West, FL 33040

Zoning District: HRCC-1

Real Estate (RE) #: 00012600-000000

Property located within the Historic District. Yes No

APPLICANT:

Owner

Authorized Representative

Name: Frank D. Strafacci

Mailing Address: 10267 SW 22 Place

City: Davie

State: FL Zip: 33324

Home/Mobile

Phone:

305-859-2203

Office:

Fax:

Email: Frank@fstrafacci.com

PROPERTY OWNER: (if different than above)

Name: _____

Mailing Address: _____

City: _____

State: _____ Zip: _____

Home/Mobile

Phone:

Office: _____

Fax: _____

Description of Proposed Construction, Development, and Use: 2nd Story single family house

List and describe the specific variance(s) being requested:

Right Side Setback: Req. 2.5ft, Ex. 0ft. Prop. 0ft. Maximum Building Coverage: Req. 50%. Ex. 39.74% Prop. 57.95%

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

If yes, please describe and attach relevant documents: Easements are attached.

Will any work be within the dripline (canopy) of any tree on or off the property?
 If yes, provide date of landscape approval, and attach a copy of such approval.

Yes No

Is this variance request for habitable space pursuant to Section 122-1078?

Yes No

Please fill out the relevant Site Data in the table below. For Building Coverage, Impervious Surface, Open Space and F.A.R. *provide square footages and percentages.*

Site Data Table				
	Code Requirement	Existing	Proposed	Variance Request
Zoning	HRCC-1			
Flood Zone	X			
Size of Site	4,440.48 SQ.FT.			
Height	35 FT	N/A	27'9"	NO
Front Setback	0 FT	0'	NO CHANGE	NO
Side Setback	2.5 FT	0'-0"	NO CHANGE	YES
Side Setback	2.5 FT	2'-6"	NO CHANGE	NO
Street Side Setback	N/A	N/A	N/A	NO
Rear Setback	10 FT	96'-2"	33'-2"	NO
F.A.R	1.0	0.358	NO CHANGE	NO
Building Coverage	50%	39.74%	57.95%	YES
Impervious Surface	70%	52.47%	70%	NO
Parking	8	2	NO CHANGE	YES
Handicap Parking	1	1	1	YES
Bicycle Parking	2	0	2	NO
Open Space/ Landscaping	20.0%	46.63%	21.89%	NO
Number and type of units	2.24	1.0	2.0	NO
Consumption Area or Number of seats	N/A	N/A	N/A	N/A

This application is reviewed pursuant to Section 90-391 through 90-397 of the City of Key West Land Development Regulations (LDRs). The City's LDRs can be found in the Code of Ordinances online at http://www.municode.com/Library/FL/Key_West under Subpart B.

***Please note, variances are reviewed as quasi-judicial hearings, and it is improper for the owner or applicant to speak to a Planning Board member or City Commissioner about the hearing.**

Standards for Considering Variances

Before any variance may be granted, the Planning Board and/or Board of Adjustment must find all of the following requirements are met: Please print your responses.

1. Existence of special conditions or circumstances. That special conditions and circumstances exist which are peculiar to the land, structure or building involved and which are not applicable to other land, structures or buildings in the same zoning district.

Existing building was build on a narrow lot with commercial space on the first floor and residential dwelling on the second floor

The structure was built without utilizing the allowed building coverage and existing building and site constrains (existing trees, egress exits) are limiting the beneficial use of the property.

2. Conditions not created by applicant. That the special conditions and circumstances do not result from the action or negligence of the applicant.

Building was constructed in 1933 with later alterations and modifications.

Current owner purchased the property in 2002 and have not caused current conditions. Special condition and circumstances do not result from the action or negligence of the applicant.

3. Special privileges not conferred. That granting the variance(s) requested will not confer upon the applicant any special privileges denied by the land development regulations to other lands, buildings or structures in the same zoning district.

Granting of the requested variances will not confer any special privileges to the applicant. Similar conditions are found within the neighborhood and very few(if any) properties comply with existing applicable zoning code due to historic nature of the development.

4. Hardship conditions exist. That literal interpretation of the provisions of the land development regulations would deprive the applicant of rights commonly enjoyed by other properties in this same zoning district under the terms of this ordinance and would work unnecessary and undue hardship on the applicant.

The current property does not comply with existing applicable zoning code requirements.

Hardship exists since the owner is trying to utilize the property to it's full potential and the literal interpretation of the code provisions results in the substandard footprint of the proposed dwelling.

5. Only minimum variance(s) granted. That the variance(s) granted is/are the minimum variance(s) that will make possible the reasonable use of the land, building or structure.

Only minimum variances are being requested. Proposed Single Family Structure has very modest

Footprint 20ft wide by 38.67ft long with small porch and 0 overhangs

6. Not injurious to the public welfare. That granting of the variance(s) will be in harmony with the general intent and purpose of the land development regulations and that such variances will not be injurious to the area involved or otherwise detrimental to the public interest or welfare.

There are no apparent injurious to the public welfare. In contrast, the variances are consistent with the intended land use and improve the owner's quality of life. Properties around the area reside under similar conditions

7. Existing nonconforming uses of other property shall not be considered as the basis for approval. That no other nonconforming use of neighboring lands, structures, or buildings in the same district, and that no other permitted use of lands, structures or buildings in other districts shall be considered grounds for the issuance of a variance.

Existing non-conforming uses of the property (if any) do not present any effects on this variance application.

The Planning Board and/or Board of Adjustment shall make factual findings regarding the following:

- That the standards established in Section 90-395 have been met by the applicant for a variance.
- That the applicant has demonstrated a "good neighbor policy" by contacting or attempting to contact all noticed property owners who have objected to the variance application, and by addressing the objections expressed by these neighbors. Please describe how you have addressed the "good neighbor policy."

REQUIRED SUBMITTALS: All of the materials listed below must be submitted in order to have a complete application. Applications will not be processed until all materials are provided. Please submit one (1) paper copy of the materials to the Planning Department and one (1) electronic version in PDF format.

- Correct application fee, made payable to "City of Key West."
- Pre-application meeting form
- Notarized verification form signed by property owner or authorized representative.
- Notarized authorization form signed by property owner, if applicant is not the owner.
- Copy of recorded warranty deed
- Monroe County Property record card
- Signed and sealed survey (Survey must be within 10 years from submittal of this application)
- Sign and sealed site plan (sign and sealed by an Engineer or Architect)
- Floor plans
- Any additional supplemental information necessary to render a determination related to the variance request.

Handwritten notes:
... of ...
...



Pre-Application Meeting Notes

City of Key West, Florida • Planning Department • 1300 White Street •
Key West, Florida 33040 • 305-809-3764 • www.cityofkeywest-fl.gov

Zoning District: _____

Meeting Date: _____

Address/Location: _____

Request: _____

Type of Application: _____

Attendees: _____

Notes:

Planning Director met w/ applicant in February
2022.

Authorization



**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, Frank Strafaci as
Please Print Name of person with authority to execute documents on behalf of entity

Managing Member of 610 Duval Street, LLC
Name of office (President, Managing Member) Name of owner from deed

authorize Serge Mashtakov PE President Artibis Design
Please Print Name of Representative

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

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

Subscribed and sworn to (or affirmed) before me on this 8 September 2022
Date

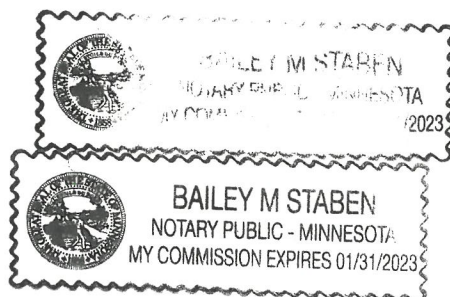
by Frank Strafaci
Name of person with authority to execute documents on behalf of entity owner

He/She is personally known to me or has presented FL Drivers Lic. as identification.

[Signature]
Notary's Signature and Seal

Bailey Staben
Name of Acknowledger typed, printed or stamped

Commission Number, if any



Verification



**City of Key West
Planning Department
Verification Form**

(Where Applicant is an entity)

I, Frank Strafaci, in my capacity as Managing Member
(print name) *(print position; president, managing member)*
of 610 Duval Street, LLC
(print name of entity)

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

610 Duval Street Key West Florida
Street address of subject property

I, the undersigned, declare under penalty of perjury under the laws of the State of Florida that I am the Authorized Representative of the property involved in this application; that the information on all plans, drawings and sketches attached hereto and all the statements and answers contained herein are in all respects true and correct.

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.

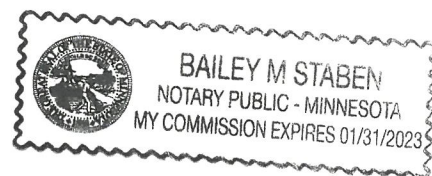
[Signature]
Signature of Applicant

Subscribed and sworn to (or affirmed) before me on this 8 September 2022 by
Frank Strafaci
Name of Applicant

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

[Signature]
Notary's Signature and Seal

Bailey Staben
Name of Acknowledger typed, printed or stamped



Commission Number, if any

SunBiz Information



[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Search by Entity Name](#) /

Detail by Entity Name

Florida Limited Liability Company
610 DUVAL STREET, L.L.C.

Filing Information

Document Number L02000008482
FEI/EIN Number 04-3640271
Date Filed 04/10/2002
State FL
Status ACTIVE

Principal Address

7301 S.W. 57TH COURT
SUITE 560
SOUTH MIAMI, FL 33143

Changed: 01/10/2006

Mailing Address

7301 S.W. 57TH COURT
SUITE 560
SOUTH MIAMI, FL 33143

Changed: 01/10/2006

Registered Agent Name & Address

BOHATCH, JOHN S
7301 S.W. 57TH COURT
SUITE 560
SOUTH MIAMI, FL 33143

Address Changed: 01/10/2006

Authorized Person(s) Detail

Name & Address

Title MGR

BOHATCH, JOHN S
7301 S.W. 57TH COURT, SUITE 560
SOUTH MIAMI, FL 33143

Title MGR

GUTTENMACHER, EDWARD P
7301 S.W. 57TH COURT, SUITE 560
SOUTH MIAMI, FL 33143

Title MGR

Strafaci, Frank
10267 SW 22 PL
Davie, FL 33324

Annual Reports

Report Year	Filed Date
2020	06/24/2020
2021	04/23/2021
2022	04/10/2022

Document Images

[04/10/2022 -- ANNUAL REPORT](#)

[View image in PDF format](#)

[04/23/2021 -- ANNUAL REPORT](#)

[View image in PDF format](#)

06/24/2020 -- ANNUAL REPORT	View image in PDF format
04/02/2019 -- ANNUAL REPORT	View image in PDF format
03/12/2018 -- ANNUAL REPORT	View image in PDF format
02/28/2017 -- ANNUAL REPORT	View image in PDF format
04/12/2016 -- ANNUAL REPORT	View image in PDF format
04/22/2015 -- ANNUAL REPORT	View image in PDF format
03/20/2014 -- ANNUAL REPORT	View image in PDF format
01/24/2013 -- ANNUAL REPORT	View image in PDF format
03/01/2012 -- ANNUAL REPORT	View image in PDF format
01/05/2011 -- ANNUAL REPORT	View image in PDF format
04/19/2010 -- ANNUAL REPORT	View image in PDF format
04/16/2009 -- ANNUAL REPORT	View image in PDF format
04/25/2008 -- ANNUAL REPORT	View image in PDF format
04/03/2007 -- ANNUAL REPORT	View image in PDF format
01/10/2006 -- ANNUAL REPORT	View image in PDF format
01/12/2005 -- ANNUAL REPORT	View image in PDF format
01/30/2004 -- ANNUAL REPORT	View image in PDF format
02/19/2003 -- LIMITED LIABILITY CORPORATION	View image in PDF format
04/10/2002 -- Florida Limited Liabilites	View image in PDF format

CERTIFICATE OF AUTHORITY

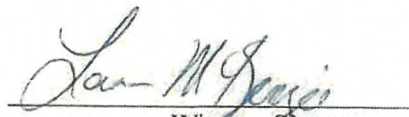
John S. Bohatch and Edward P. Guttenmacher, being duly sworn, state as follows:

- #1. We are two of the three Managers/Members of 610 Duval St., LLC, each owning a one third interest in the entity.
- #2. The remaining one third interest is owned by Frank Strafaci.
- #3. Attached is a copy of the Annual Report filed with the State of Florida on April 10, 2022.
- #4. Attached is a copy of the Recorded Warranty Deed by which 610 Duval Street, LLC, took title to the real estate at 610 Duval Street, Key West, Florida 33040.
- #5. We attest to the fact that Frank Strafaci has the authority to conduct business and execute documents and agreements on behalf of 610 Duval St., LLC.

John S. Bohatch



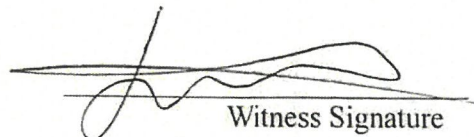
Witness Signature



Lara McKenzie

Witness Name

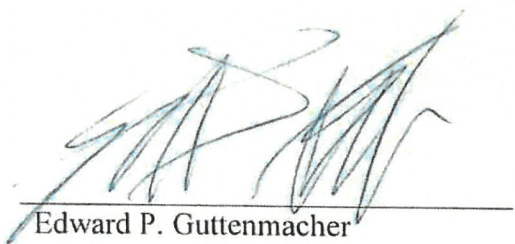
Witness Signature



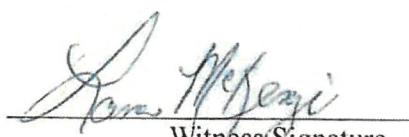
Dulce M. Lagarima

Witness Name

Edward P. Guttenmacher



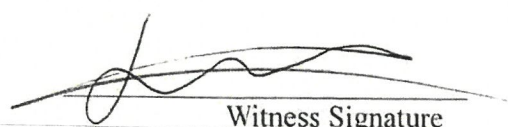
Witness Signature



Lara McKenzie

Witness Name

Witness Signature

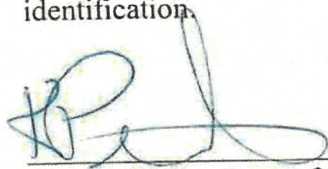


Dulce M. Lagarima

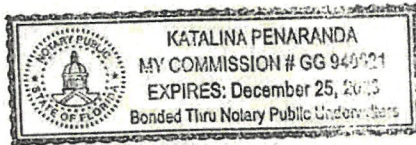
Witness Name

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me on this 13 day of May, 2022
by **John S. Bohatch**, who is personally known to me or who has provided N/A as
identification.

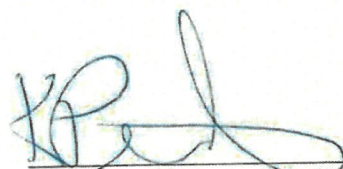


Notary Public--State of Florida
Print Notary Name:
My Commission Number is:
My Commission Expires:

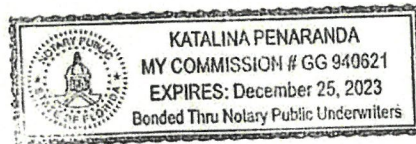


STATE OF FLORIDA
COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me on this 13 day of May, 2022
by **Edward P. Guttenmacher**, who is personally known to me or who has provided
N/A as identification.



Notary Public--State of Florida
Print Notary Name:
My Commission Number is:
My Commission Expires:



Property Appraiser Information

Disclaimer

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

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

Summary

Parcel ID 00012600-000000
 Account# 1012971
 Property ID 1012971
 Millage Group 10KW
 Location 610 DUVAL St, KEY WEST
 Address
 Legal KW PT LOT 2 SQR 62 G6-5 OR481-201 OR796-2055/56 OR876-153 OR884-1425/26
 Description OR1001-1559 OR1201-1157 OR1411-299 OR1633-747/55 OR1737-2140/41 OR1789-2036/39 OR1789-2080/81
 (Note: Not to be used on legal documents.)
 Neighborhood 32050
 Property STORE COMBO (1200)
 Class
 Subdivision
 Sec/Twp/Rng 06/68/25
 Affordable No
 Housing



Owner

610 DUVAL STREET LLC
 7301 SW 57th Ct
 Ste 560
 South Miami FL 33143

Valuation

	2021	2020	2019	2018
+ Market Improvement Value	\$329,362	\$339,496	\$339,496	\$322,855
+ Market Misc Value	\$1,566	\$1,566	\$1,566	\$1,566
+ Market Land Value	\$724,950	\$724,950	\$724,950	\$724,950
= Just Market Value	\$1,055,878	\$1,066,012	\$1,066,012	\$1,049,371
= Total Assessed Value	\$1,055,878	\$1,066,012	\$1,016,328	\$923,935
- School Exempt Value	\$0	\$0	\$0	\$0
= School Taxable Value	\$1,055,878	\$1,066,012	\$1,066,012	\$1,049,371

Land

Land Use	Number of Units	Unit Type	Frontage	Depth
(1200)	4,475.00	Square Foot	0	0

Buildings

Building ID 39571
 Style
 Building Type 1 STY STORE-A / 11A
 Gross Sq Ft 3294
 Finished Sq Ft 3203
 Stories 3 Floor
 Condition GOOD
 Perimeter 444
 Functional Obs 0
 Economic Obs 0
 Depreciation % 35
 Interior Walls
 Exterior Walls AB AVE WOOD SIDING
 Year Built 1933
 EffectiveYearBuilt 1994
 Foundation
 Roof Type
 Roof Coverage
 Flooring Type
 Heating Type
 Bedrooms 0
 Full Bathrooms 3
 Half Bathrooms 0
 Grade 450
 Number of Fire Pl 0

Code	Description	Sketch Area	Finished Area	Perimeter
OPX	EXC OPEN PORCH	21	0	0
FLA	FLOOR LIV AREA	3,203	3,203	0
OUU	OP PR UNFIN UL	70	0	0
TOTAL		3,294	3,203	0

Yard Items

Description	Year Built	Roll Year	Quantity	Units	Grade
FENCES	1979	1980	1	750 SF	2
FENCES	1987	1988	1	24 SF	2
TIKI	1987	1988	1	42 SF	1

Sales

Sale Date	Sale Price	Instrument	Instrument Number	Deed Book	Deed Page
5/29/2002	\$755,000	Warranty Deed		1789	2036
2/1/1983	\$132,000	Warranty Deed		876	153
9/1/1979	\$115,000	Conversion Code		796	2055

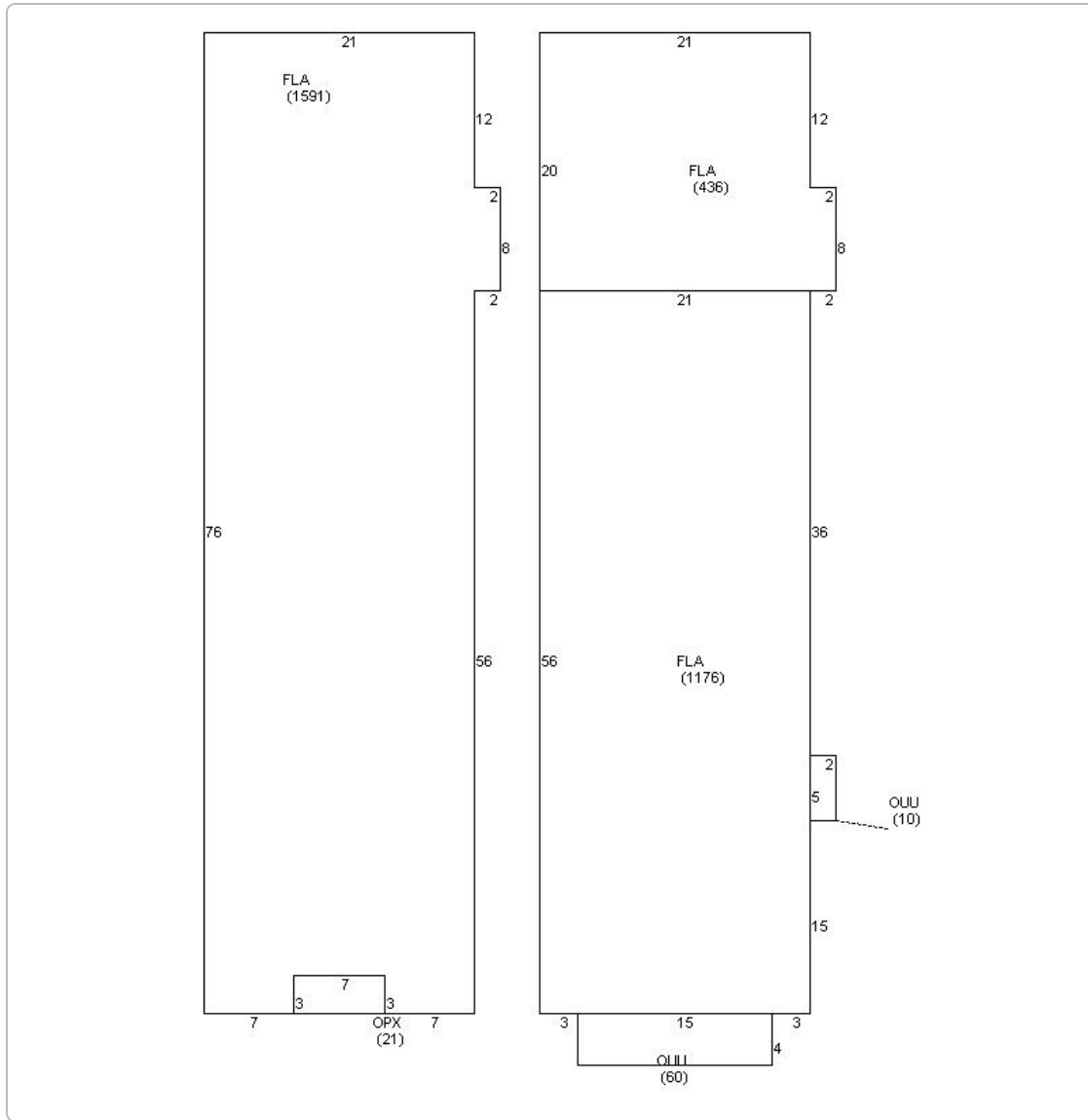
Permits

Number ↕	Date Issued ↕	Date Completed ↕	Amount ↕	Permit Type ↕
BLD2021-0973	4/14/2021	6/23/2021	\$11,575	Commercial
BLD2020-3642	12/16/2020	12/30/2020	\$6,838	Commercial
BLD2019-4423	1/28/2020	6/15/2020	\$20,735	Commercial
BLD2019-2671	9/16/2019	12/26/2019	\$22,384	Commercial
11-3619	10/17/2011		\$19,000	Commercial
11-3623	10/17/2011		\$2,500	Commercial
11-3619	10/5/2011		\$18,000	Commercial
11-3620	10/5/2011		\$1,500	Commercial
11-3623	10/4/2011		\$1,500	Commercial
05-3250	11/3/2005		\$68,500	Commercial
02-2572	6/20/2003	5/12/2004	\$68,500	Commercial
03-0685	3/12/2003	10/3/2003	\$675	Commercial
02-1376	3/3/2003	5/12/2004	\$10,000	Commercial
02-2572	2/28/2003	5/12/2004	\$10,000	Commercial
02-2572	2/27/2003	5/12/2004	\$26,000	Commercial
02-2572	2/21/2003	5/12/2004	\$5,500	Commercial
02/2572	11/18/2002	5/12/2004	\$6,250	Commercial
02/2572	11/18/2002	5/12/2004	\$16,000	Commercial
02/2572	11/6/2002	10/3/2003	\$9,750	Commercial
02/1376	7/29/2002	10/3/2003	\$12,500	Commercial
9700464	2/1/1997	7/1/1997	\$2,000	Commercial
	1/1/1900		\$0	Commercial

View Tax Info

[View Taxes for this Parcel](#)

Sketches (click to enlarge)



Photos



Map



TRIM Notice

[2021 TRIM Notice \(PDF\)](#)

2021 Notices Only

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

[User Privacy Policy](#)
[GDPR Privacy Notice](#)

Last Data Upload: 3/25/2022, 5:58:19 AM

Developed by
 Schneider
GEOSPATIAL

Version 2.3.181

Survey

- ABBREVIATIONS:**
- A = ARC
 - A/C = AIR CONDITIONER
 - BLDG. = BUILDING
 - CB = CATCH BASIN
 - CBS = CONCRETE, BLOCK, STUCCO
 - CH = CHORD
 - CH BR = CHORD BEARING
 - C & G = CURB AND GUTTER
 - CLF = CHAIN LINK FENCE
 - CLR = CLEAR
 - CONC = CONCRETE
 - CP = CONCRETE POST
 - D = DEGREE
 - D' = DELTA
 - DIP = DUCTILE IRON PIPE
 - E = EAST
 - EB = ENGINEERING BUSINESS NUMBER
 - ELEV = ELEVATION
 - ELECT = ELECTRIC
 - ENC = ENCROACHMENT
 - EP = EDGE OF PAVEMENT
 - FIP = FOUND IRON PIPE
 - FPL = FLORIDA POWER AND LIGHT
 - FND = FOUND
 - I.P. = IRON PIPE
 - L = LENGTH
 - LB = SURVEYOR BUSINESS NUMBER
 - M & R = MEASURED AND RECORD
 - MEAS = MEASURED
 - MH = MANHOLE
 - N = NORTH
 - NO. = NUMBER
 - N & DISC = NAIL AND DISC
 - NO ID. = NO IDENTIFICATION NUMBER
 - N.T.S. = NOT TO SCALE
 - OBV = OBSERVED ANGLE
 - O/E = OVERHEAD ELECTRIC
 - O/E = OVERHEAD ELECTRIC
 - ORB = OFFICIAL RECORDS BOOK
 - O' = MINUTE OR FEET
 - O" = SECOND OR INCH
 - P = PLAT
 - PAV = PAVEMENT
 - PB = PLAT BOOK
 - PCC = POINT OF COMPOUND CURVATURE
 - PC = POINT OF CURVATURE
 - PG = PAGE
 - PL = PLANTER
 - PLS = PROFESSIONAL LAND SURVEYOR
 - PI = POINT OF INTERSECTION
 - POB = POINT OF BEGINNING
 - POC = POINT OF COMMENCE
 - PT = POINT OF TERMINATION
 - PRC = POINT OF REVERSE CURVATURE
 - PSM = PROFESSIONAL SURVEYOR AND MAPPER
 - R = RADIUS OR RECORD
 - REG = REGULAR
 - RNG = RANGE
 - RLS = REGISTERED LAND SURVEYOR
 - R/W = RIGHT OF WAY
 - S = SOUTH
 - SEC = SECTION
 - STA = STATION
 - SWK = SIDEWALK
 - T = TANGENT
 - SS = SANITARY SEWER
 - TWP = TOWNSHIP
 - W = WEST
 - W = WITH
 - WF = WOOD FENCE
 - WM = WATER METER
 - WV = WATER VALVE
 - ZW = ZURWELLE-WHITTAKER, INC

- SURVEYOR'S NOTES:**
1. EXAMINATION OF THE ABSTRACT OF THE TITLE WILL HAVE TO BE MADE TO DETERMINE RECORD INSTRUMENTS IF ANY, AFFECTING THE PROPERTY.
 2. LOCATION AND IDENTIFICATION OF UNDERGROUND ENCROACHMENTS OR UTILITIES ON AND/OR ADJACENT TO THE PROPERTY WERE NOT SECURED AS SUCH INFORMATION WAS NOT REQUESTED
 3. NO SEARCH OF PUBLIC RECORDS HAS BEEN MADE (BY THIS OFFICE) FOR ACCURACY AND OR OMISSIONS.
 4. THIS CERTIFICATION IS ONLY FOR THE LANDS AS DESCRIBED, IT IS NOT A CERTIFICATION OF TITLE, ZONING, EASEMENTS, OR FREEDOM FROM ENCUMBRANCES, "TITLE" ABSTRACT NOT REVIEWED.
 5. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT SHOWN ON THIS SURVEY THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.
 6. THIS SURVEY HAS BEEN PREPARED FOR THE EXCLUSIVE USE OF ENTITIES NAMED HEREON AND THE CERTIFICATION DOES NOT EXTEND TO ANY UNNAMED PARTY.
 7. DIMENSIONS, BEARINGS OR ANGLES INDICATED HEREIN ARE MEASURED AND ARE THE SAME AS PLAT VALUES UNLESS OTHERWISE INDICATED BEARINGS ARE BASED ON SHOWN PLAT VALUES (IF ANY) OR AN ASSUMED VALUE.
 8. ALL RIGHTS OF WAYS SHOWN ARE PUBLIC UNLESS OTHERWISE NOTED
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 10. THE LEGAL DESCRIPTION WAS FURNISHED BY THE CLIENT
 11. THIS DRAWING IS PROPERTY OF ZURWELLE-WHITTAKER, INC AND CANNOT BE REPRODUCED WITHOUT WRITTEN CONSENT
 12. THE ELEVATION INFORMATION SHOWN HEREON (IF ANY) IS RELATIVE TO THE NORTH AMERICAN VERTICAL DATUM, (N.A.V.D.), OF 1988 UNLESS OTHERWISE NOTED
 13. BENCHMARK USED: NGS BENCHMARK & FPRN (SEE BENCHMARK INFO.)
 14. COORDINATES SHOWN ARE RELATIVE TO THE NORTH AMERICAN DATUM OF 1983/90 AS BASED ON THE STATE OF FLORIDA'S D.O.T. FLORIDA PERMANENT REFERENCE NETWORK (F.P.R.N.) A GPS/IGNSS REFERENCE NETWORK. BASE STATION USED: FLPK (ISLAMORADA STATION)
 15. COORDINATE CONVERSIONS (IF ANY) HAVE BEEN CONVERTED USING CORPSCON VERSION 6.6.1, FROM U.S. ARMY CORPS OF ENGINEERS, ALEXANDRIA, VIRGINIA.
 16. UNLESS IT BEARS THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED PROFESSIONAL SURVEYOR AND MAPPER, THIS DRAWING SKETCH, PLAT OR MAP IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT VALID.
 17. ACCURACY OF HORIZONTAL CONTROL: (FOR EXPECTED USE OF LAND AS DEFINED BY (5.1-17) THE FIELD MEASUREMENTS VERIFIED BY CALCULATIONS OF A CLOSED GEOMETRIC FIGURE BASED UPON FIELD INFORMATION TAKEN IN THE FIELD BY TOTAL STATION AND OR GPS.
- X COMMERCIAL/HIGH RISK LINEAR: 1 FOOT IN 10,000 FEET
 — SUBURBAN LINEAR: 1 FOOT IN 7,500 FEET
 — RURAL LINEAR: 1 FOOT IN 5,000 FEET

- SYMBOL LEGEND:**
- ☀ LIGHT POLE
 - 🌳 WOOD POLE
 - ⊞ ELECTRIC BOX
 - ⊞ TRAFFIC SIGNAL BOX
 - 🔥 FIRE HYDRANT
 - 🚰 STORM SEWER/CATCH BASIN
 - ⊞ WATER METER
 - ➔ SIGN
 - 📞 TELEPHONE BOX
 - ⊞ WATER VALVE
 - EL 7.95' ELEVATIONS
 - ➔ TRAFFIC LANE FLOW
 - ⊞ CENTER LINE
 - ⊞ MONUMENT LINE
 - ⊘ DIAMETER.

LEGAL DESCRIPTIONS:

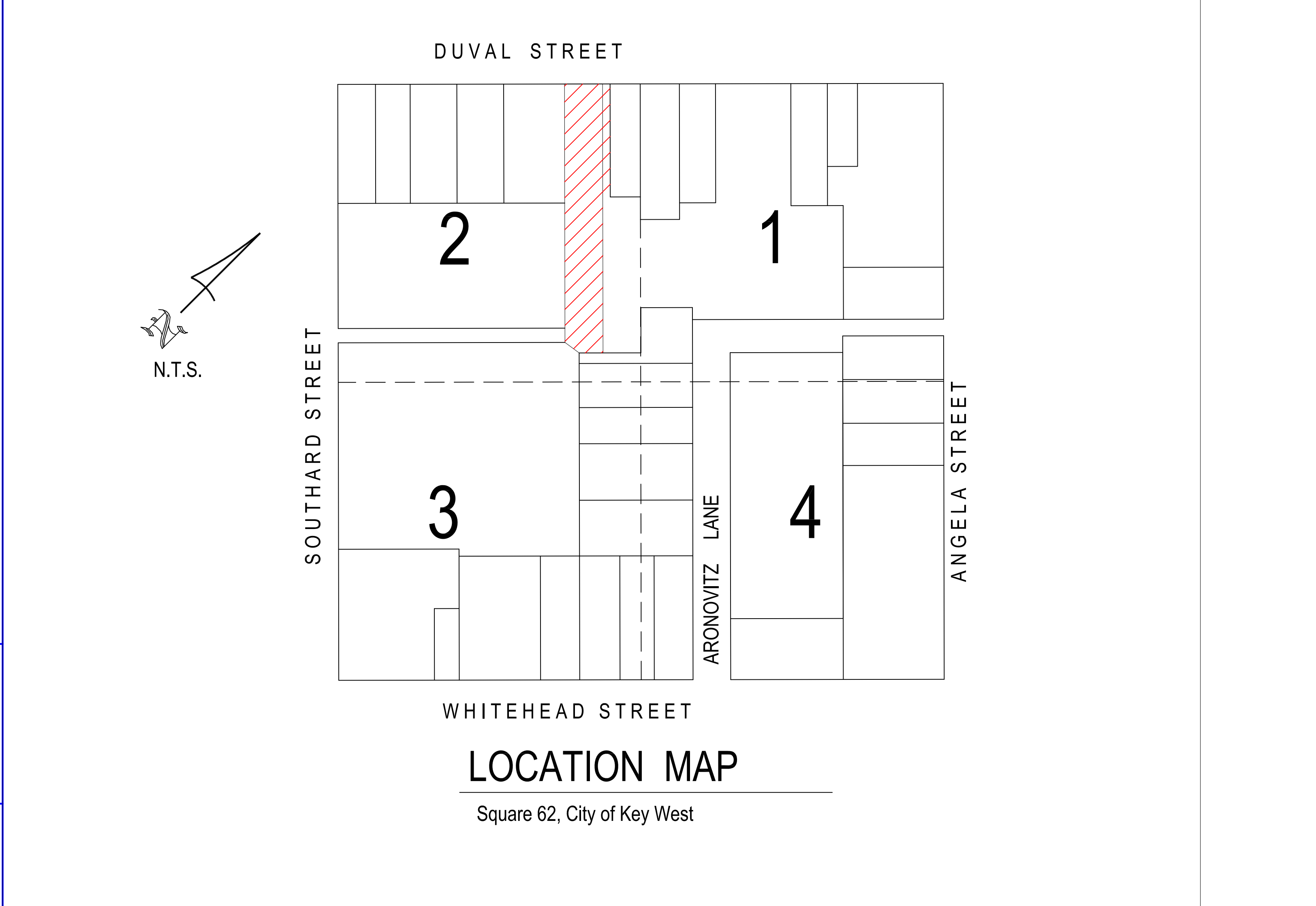
PARCEL ONE

BOUNDARY SURVEY OF: The Northerly ½ of the following described property, to-wit: A part of Lot Two (2) in Square Sixty-two (62), on the Island of Key West, Florida, according to WM. A. Whitehead's map, delineated in February, A.D. 1829; Commencing at a point on Duval Street, at the Southeast corner of said Lot Two (2) running thence along the line of said Duval Street, in a Northwesterly direction, Fifty (50) feet; thence at right angles in a Southwesterly direction, Seventy-nine (79) feet; thence at right angles in a Southeasterly direction Fifty (50) feet to the South line of said lot Two; thence at right angles in a Northeasterly direction Seventy-nine (79) feet to the place of beginning on Duval Street.

PARCEL TWO

The Northerly ½ of the following described property, to-wit: A part of said Lot Two (2), according to said Whitehead's map, commencing at a point which is Seventy-nine (79) feet from the corner of Southard and Duval Streets and one Hundred and Fifty-one (151) feet in a Southeasterly direction, back from Southard Street, and running thence from said last named point, in a Southeasterly direction, Fifty (50) feet to the dividing line of Lots One (1) and Two (2); thence along said dividing line in a Southwesterly direction, one Hundred (100) feet; thence at right angles in a Northwesterly direction, Fifty (50) feet; thence at right angles in a Northeasterly direction, One Hundred (100) feet to the place of beginning.

PARCEL THREE:
LESS AND EXCEPT;
 A portion of Lot 2, Square 62, according to William a. Whitehead's Map of the City of Key West and being more particularly described as follows: COMMENCE at the intersection of the Northeasterly right of way line of Whitehead Street and the Southeasterly right of way line of Southard Street; thence in a Northeasterly direction along the said Southeasterly right of way line of Southard Street for 224.00 feet; thence at a right angle and in a Southeasterly direction 151 feet; to the Point of Beginning; thence at a right angle and in a Southwesterly direction for 7.50 feet; thence at an angle and in a Southeasterly direction for 9.00 feet; thence at an angle to the right of 39 48' 20" and in a northerly direction for 11.72 feet to the Point of Beginning.



FLOOD INFORMATION:

COMMUNITY NUMBER : 120635
 PANEL NUMBER : 12086C0283L
 SUFFIX : N/A
 DATE OF FIRM : 09-11-2009
 FIRM ZONE : X
 BASE FLOOD ELEVATION : N/A

FIELD WORK INFORMATION:

DATE FIELD WORK : 07-29-2019
 DATE DRAFTING : 08-02-2019
 DATE SIGNED AND SEALED : 08-05-2019
 REVISED FIELD SURVEY : N/A

LOCATION MAP (N.T.S.)

BENCHMARK INFORMATION:

AA0007 TIDAL BM - This is a Tidal Bench Mark.
 AA0007 DESIGNATION - 872 4580 TIDAL 30
 AA0007 PID - AA0007
 AA0007 STATE/COUNTY - FL/MONROE
 AA0007 COUNTRY - US
 AA0007 USGS QUAD - KEY WEST (1971)
 AA0007
 AA0007 CURRENT SURVEY CONTROL
 AA0007
 AA0007 NAD 83(1986) POSITION- 24 33 16.89 (N) 081 48 13.95 (W) HD_HELD1
 AA0007 NAVD 88 ORTHO HEIGHT - 4.592 (meters) 15.07 (feet) ADJUSTED
 AA0007
 AA0007 GEOID HEIGHT - -21.739 (meters) GEOID12B
 AA0007 DYNAMIC HEIGHT - 4.584 (meters) 15.04 (feet) COMP
 AA0007 MODELED GRAVITY - 978,953.8 (mgal) NAVD 88
 AA0007
 AA0007 SUPERSEDED SURVEY CONTROL
 AA0007
 AA0007 NGVD 29 (???/92) 5,000 (m) 16.40 (f) SUPERSEDED 12
 AA0007 NGVD 29 (09/01/92) 5,000 (m) 16.40 (f) ADJUSTED 12

SURVEYORS NOTE:
 THIS IS SHEET 1 OF 2, FOR THE GRAPHIC MAPS PLEASE SEE THE REMAINING SHEET 2 OF 2

DRAWING SCALE 1"= 10' SHEET SIZE 24"x36"

THIS SURVEY IS NOT VALID NOR FULL AND COMPLETE WITHOUT THE ATTACHED SHEET 2 OF 2



MONROE COUNTY SURVEYING & MAPPING, INC
SURVEYORS & MAPPERS, CIVIL ENGINEERS
 A DIVISION OF ZURWELLE-WHITTAKER, INC (ESTAB. 1926)
 1100 TRUMAN AVENUE KEY WEST, FL 33040 CERTIFICATE OF AUTHORIZATION NO. LB8236
 PH: (786) 325-4668 OR (305) 293-0466 FAX (305) 531-4589 WWW.MCSMCO.COM
 MEMBER: FLORIDA LAND SURVEYOR'S COUNCIL, FLORIDA SURVEYING AND MAPPING SOCIETY

PROJECT:

**610 DUVAL STREET
 KEY WEST, FL 33040**

Eddie A. Martinez
EDDIE A. MARTINEZ
 PROFESSIONAL SURVEYOR AND MAPPER NO. LS6755
 STATE OF FLORIDA

JOB No. N/A DRAWN: DRF
 FIELD BOOK: J.C.CAREAGA REVISED: EAM
 SCALE: 1"=10' SHEET No. 1 OF 2

SURVEYOR'S CERTIFICATE:

I HEREBY CERTIFY THAT THE ATTACHED "BOUNDARY SURVEY" WAS PREPARED UNDER MY DIRECTION AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF, AND THAT THE SURVEY MEETS THE STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS PURSUANT TO CHAPTER 51-17, FLORIDA ADMINISTRATIVE CODE PURSUANT TO SECTION 472.027. ALSO THAT THERE ARE NO VISIBLE ENCROACHMENTS OTHER THAN SHOWN HEREON.

CAD FILE:
 Z:\Data\MCSM\Drawings\Key West\Block 55\610 DUVAL ST 08052019.dwg

Site Plans

HARC & VARIANCE APPLICATION FOR 610 DUVAL ST

SITE LOCATION



LOCATION MAP:

PROJECT LOCATION:
610 DUVAL ST,
KEY WEST, FL 33040

CLIENT:
FRANK D. STRAFACI

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SIGNATURE:

DATE:

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PROFESSIONAL ENGINEER
STATE OF FLORIDA
LICENSE NO 71480

REV:	DESCRIPTION:	BY:	DATE:
STATUS: FINAL			



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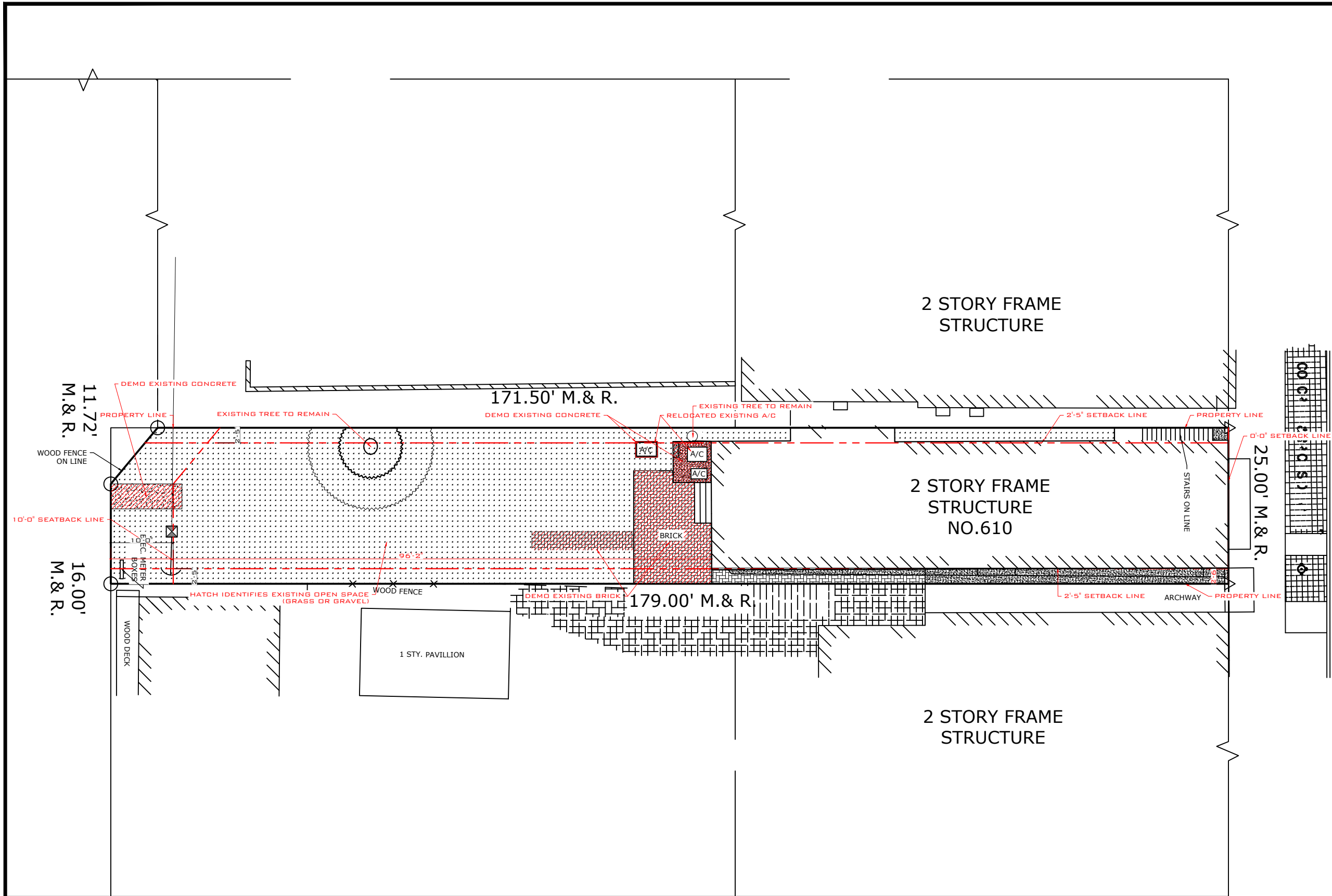
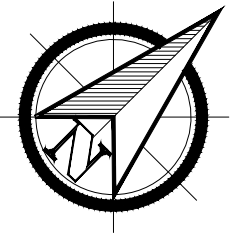
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FRANK D. STRAFACI

PROJECT:
610 DUVAL ST

SITE:
610 DUVAL ST,
KEY WEST, FL 33040

TITLE:
COVER

SCALE AT 11x17: AS SHOWN	DATE: 09/05/22	DRAWN: DA	CHECKED: SAM
PROJECT NO: 2201-01	DRAWING NO: A-100	REVISION: 1	



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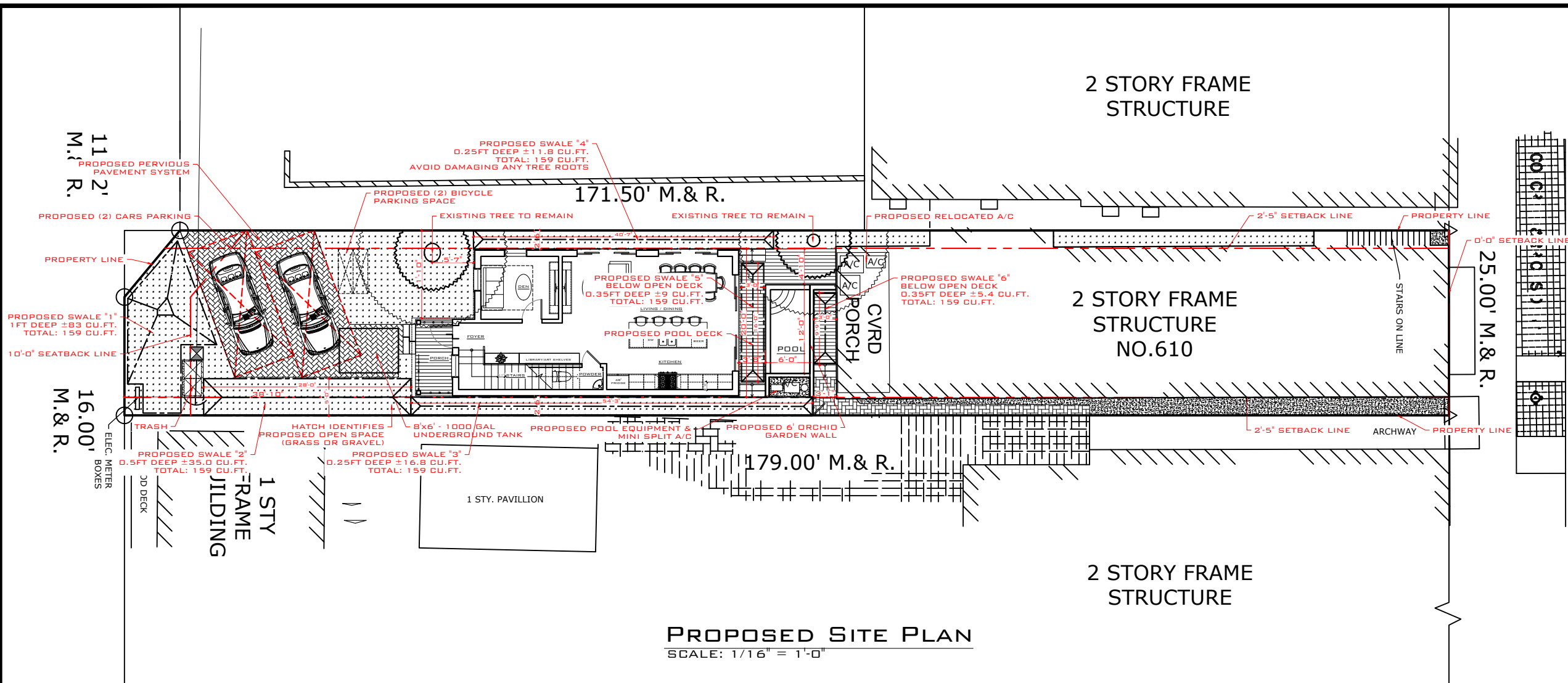
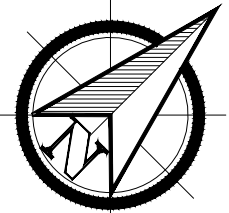
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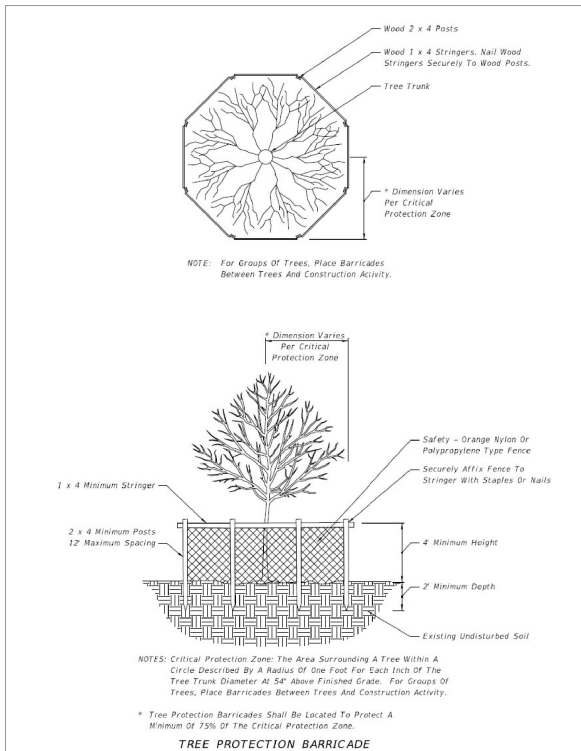
TITLE:
 EXISTING SITE PLAN

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PROJECT NO:	DRAWING NO:	REVISION:	
2201-01	C-101	1	

EXISTING SITE PLAN / DEMO
 SCALE: 1/16" = 1'-0"



PROPOSED SITE PLAN
SCALE: 1/16" = 1'-0"



NOTE: INSTALL TREE PROTECTION BARRICADE 5FT AROUND ALL EXISTING TREES WITHIN CONSTRUCTION WORK ZONE. PROTECT ANY TREE ROOTS WITHIN 10FT OF THE TRUNK, MANUAL EXCAVATION IS REQUIRED.

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LICENSE NO 71480

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PROJECT: 610 DUVAL ST

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2201-01	C-101	1	

SITE DATA:

TOTAL SITE AREA: ±4,440.48 SQ.FT (0.102 ACRE)
 LAND USE: HRCC-1 (HISTORIC COMMERCIAL CORE)
 FLOOD ZONE: X

SETBACKS

FRONT:
 REQUIRED 0'-0"
 EXISTING 0'-0"
 PROPOSED NO CHANGES

LEFT SIDE:
 REQUIRED 2'-6"
 EXISTING 2'-6"
 PROPOSED 2'-6"

RIGHT SIDE:
 REQUIRED 2'-6"
 EXISTING 0'-0"
 PROPOSED NO CHANGES **VARIANCE REQUIRED**

REAR:
 REQUIRED 10'-0"
 EXISTING 96'-2"
 PROPOSED 33'-2"

MAXIMUM IMPERVIOUS SURFACE RATIO:

REQUIRED: 70% (3,108.33 SQ.FT.)
 EXISTING 52.47% (±2,330.0 SQ.FT.)
 PROPOSED 70% (±3,108.0 SQ.FT.)

EX. BUILDING: ±1,764.8 SQ.FT.
 NEW BUILDING: ±808.9 SQ.FT.
 POOL & EQ. PAD: ±100.7 SQ.FT.
 PAVEMENTS: ±231.1 SQ. FT.

DRIVEWAY PERVIOUS PAVERS: ±405.0 SQ.FT. (50% CREDIT)
 202.5 SQ.FT.

TOTAL: ±3,108.0 SQ.FT.

MAXIMUM BUILDING COVERAGE:

REQUIRED 50% (2220.24 SQ.FT.)
 EXISTING 39.74% (±1,764.8 SQ.FT.)
 PROPOSED 57.95% (±2,573.7 SQ.FT.)
VARIANCE REQUIRED

MAXIMUM DENSITY: 22DU/ACRE

REQUIRED: 2.244 DWELLING UNITS
 EXISTING: 1 DWELLING UNIT
 PROPOSED: 2 DWELLING UNITS

FLOOR AREA RATIO (FAR):

REQUIRED: 1.0 (4,440.48 SQ.FT.)
 EXISTING: 0.358 (1,591 SQ.FT.)
 (COMMERCIAL FLOOR AREA ONLY)

OPEN SPACE MINIMUM:

EX. COMMERCIAL FLOOR AREA ±1,591 SQ.FT.
 EX. RESIDENTIAL FLOOR AREA ±1,612 SQ.FT.
 PROPOSED RES. FLOOR AREA ±1,465 SQ.FT.
 TOTAL FLOOR AREA: ±4,668 SQ.FT.
 % COMMERCIAL 34.08%
 % RESIDENTIAL 65.92%

REQUIRED OPEN SPACE FOR COMMERCIAL 20%
 34.08% * 4,440.48 * 20% = 302.66 SQ.FT

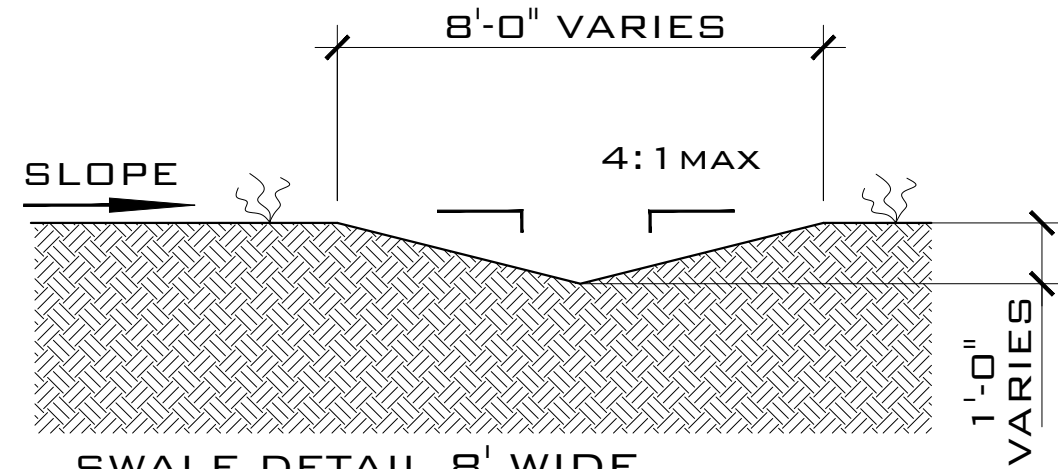
REQUIRED OPEN SPACE FOR RESIDENTIAL 35%
 65.92% * 4,440.48 * 35% = 1,024.51 SQ.FT.

RESULTING PERCENTAGE: 23.07%

EXISTING 46.63% (±2,070.48 SQ.FT.)
 PROPOSED 21.89% (±972.1 SQ.FT.)
VARIANCE REQUIRED

PARKING CALCS:

RETAIL STORES: 1 SPACE PER 300 SQ.FT.: 5.3 SPACES
 2 SINGLE-FAMILY DWELLINGS: 2.0 SPACES.
 EX. 2 SPACES,
 PROPOSED: 2 SPACES.



SWALE DETAIL 8' WIDE
WIDTH VARIES, SEE SITE PLAN
 SCALE: NTS



MONROE COUNTY
RESIDENTIAL STORMWATER RETENTION CALCULATION SHEET

1. Determine Total Impervious Coverage on site:

a. Determine Impervious Coverage EXISTING prior to new improvement:

Roof/slabs	A	2,343.28	ft ²	Sidewalks	D	0.00	ft ²
Decks / Patios	B	0.00	ft ²	Pool/Deck	E		ft ²
Driveways	C		ft ²	Other	F		ft ²

Impervious Coverage EXISTING prior to improvement (A + B + C + D + E + F) = 2,343.28 **1a**

b. Determine NEW Impervious Coverage PROPOSED with improvement:

Roof/slabs	A	808.90	ft ²	Sidewalks	D	0.00	ft ²
Decks / Patios	B	0.00	ft ²	Pool/Deck	E		ft ²
Driveways	C	0.00	ft ²	Other	F	-44.18	ft ²

Impervious Coverage PROPOSED with improvement (A + B + C + D + E + F) = 764.72 **1b**

Total Impervious Coverage: EXISTING + PROPOSED (1a+1b) = 3,108.00 **1**

2. Determine Percentage of Impervious Coverage on site:

3,108.00 ¹ ft² / 4,440.48 ² ft² = 69.99% ² % of Impervious Coverage

3. Determine "Disturbed Area" [(114-3(f)(2) 4]

4,440.48 ³ ft² - 0.00 ³ ft² = 4,440.48 ³ Disturbed Area

Total Lot Area Native Vegetation - If no BMP enter "0"
 For the purposes of this section, the term "disturbed area" includes the entire lot except that the areas covered by the following best management practices (BMP) shall be subtracted from the calculation of disturbed area: (i) Forested upland areas/vegetative buffer strips (both natural and manmade) which will be retained intact and over or through which vehicular access or travel is not possible and will not occur; and (ii) Open water surfaces and wetlands (salt marsh, buttonwood, mangroves, or freshwater marsh habitat types). It will be the responsibility of the applicant to affirmatively demonstrate that the best management practices used for the project are designed, constructed, and maintained properly.

4. Determine Required Swale Volume – Complete a, b, or c:

a. For a NEW home with less than 40% Impervious Coverage, use:
 4,440.48 ³ ft² X 0.083 = 368.06 ³ ft³ Swale Volume

b. For a NEW home with 40% or greater Impervious Coverage, use:
 4,440.48 ³ ft² X 0.208 X 69.99% ² = 634.06 ³ ft³ Swale Volume

c. When only new impervious area requires storm water retention (Existing Single Family & Duplexes Only):
 1. When the total lot impervious coverage remains below 40% after the additional development:

764.72 ^{1b} ft² X 0.083 = 63.46 ³ ft³ Added Swale Volume

2. When the new development increases the total lot impervious area to 40% or above:
 764.72 ^{1b} ft² X 0.208 = 159.06 ³ ft³ Added Swale Volume

5. Determine Swale Length (Swale side slopes must be no steeper than 4:1)

(8.00 ³ ft X 1.00 ³ ft) / 2 = 4.00 ² ft² Cross Sectional Area**

206.75 ³ ft³ / 4.00 ² ft² = 51.69 ¹ ft Swale Length

Swale Volume Either 4 - a, b, c1 or c2 Cross Sectional Area (**e.g. a V-shaped swale with 4:1 slopes, 8 feet wide and 1 foot deep has 4 SF of Cross Sectional Area.)

Source: These Formulas are derived from the criteria for Water Quality treatment in paragraphs (f)(2)b. & a. of Monroe County Code 114-3. Updated 9/5/2012

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 STATE OF FLORIDA
 LICENSE NO 71480

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 STATUS: FINAL



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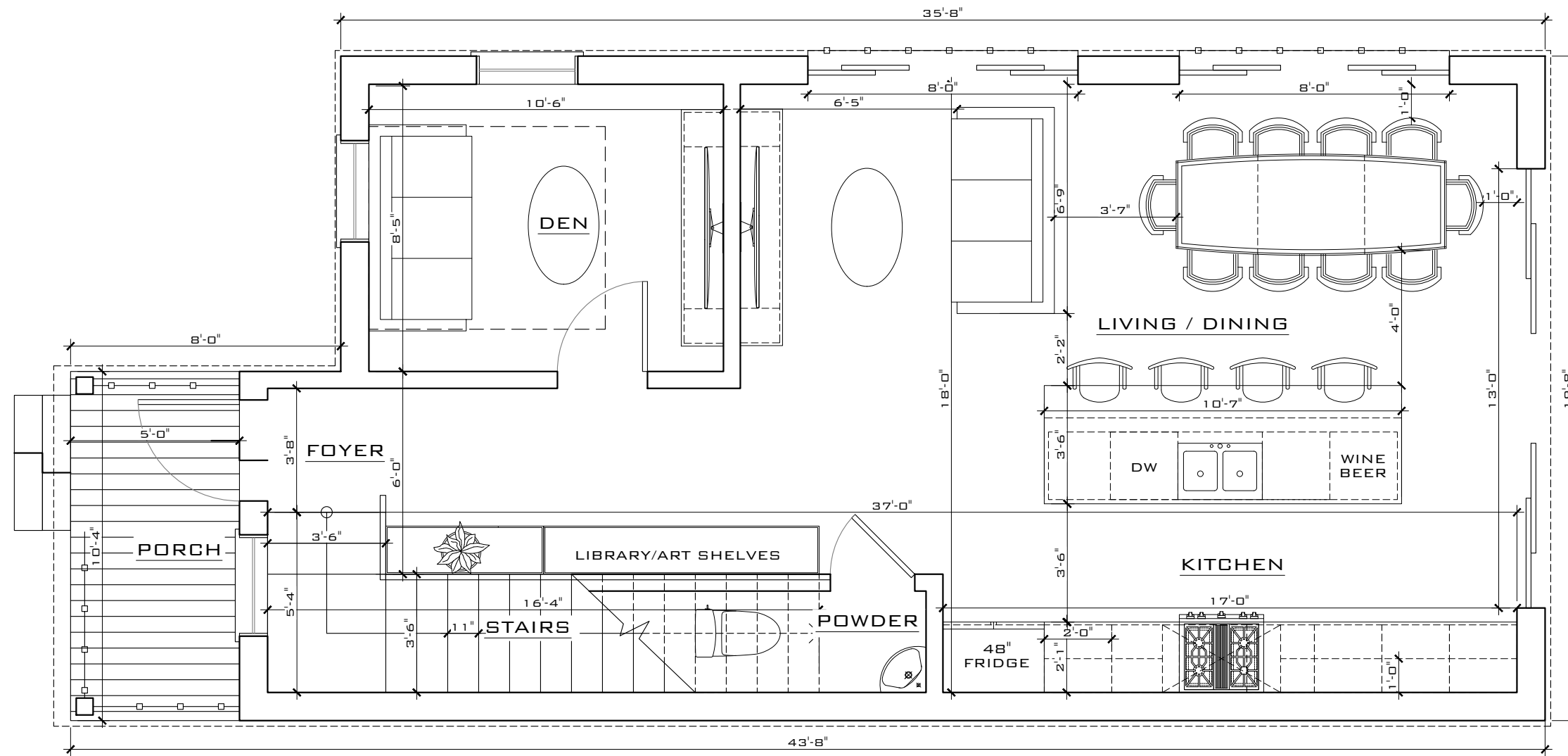
CLIENT: FRANK D. STRAFACI

PROJECT: 610 DUVAL ST

SITE: 610 DUVAL ST,
 KEY WEST, FL 33040

TITLE: SITE DATA

SCALE AT 11x17:	DATE:	DRAWN:	CHECKED:
AS SHOWN	10/18/22	DA	SAM
PROJECT NO:	DRAWING NO:	REVISION:	
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PROPOSED 1ST FLOOR PLAN
 SCALE: 1/4" = 1'-0"

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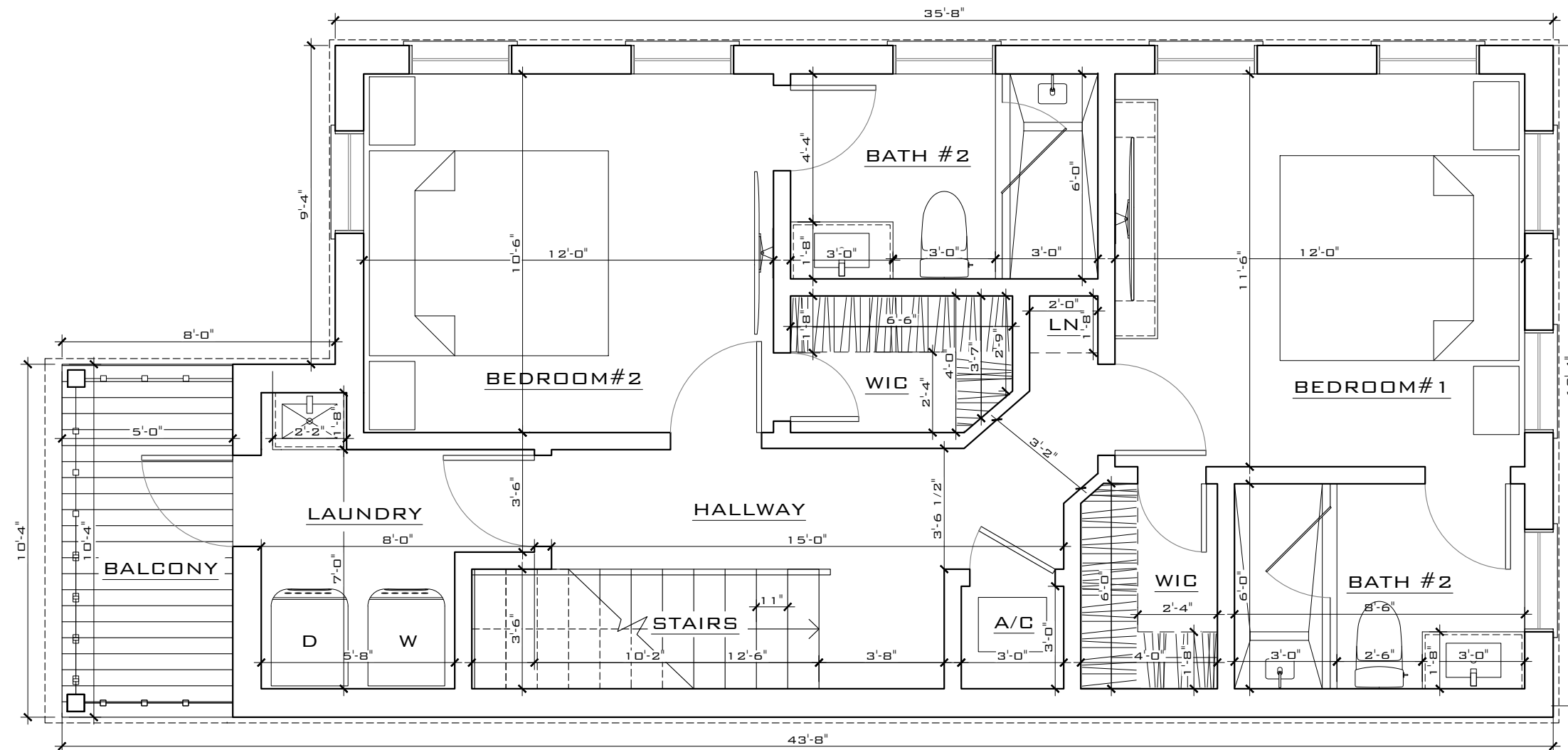
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TITLE:
 PROPOSED 1ST FLOOR PLAN

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

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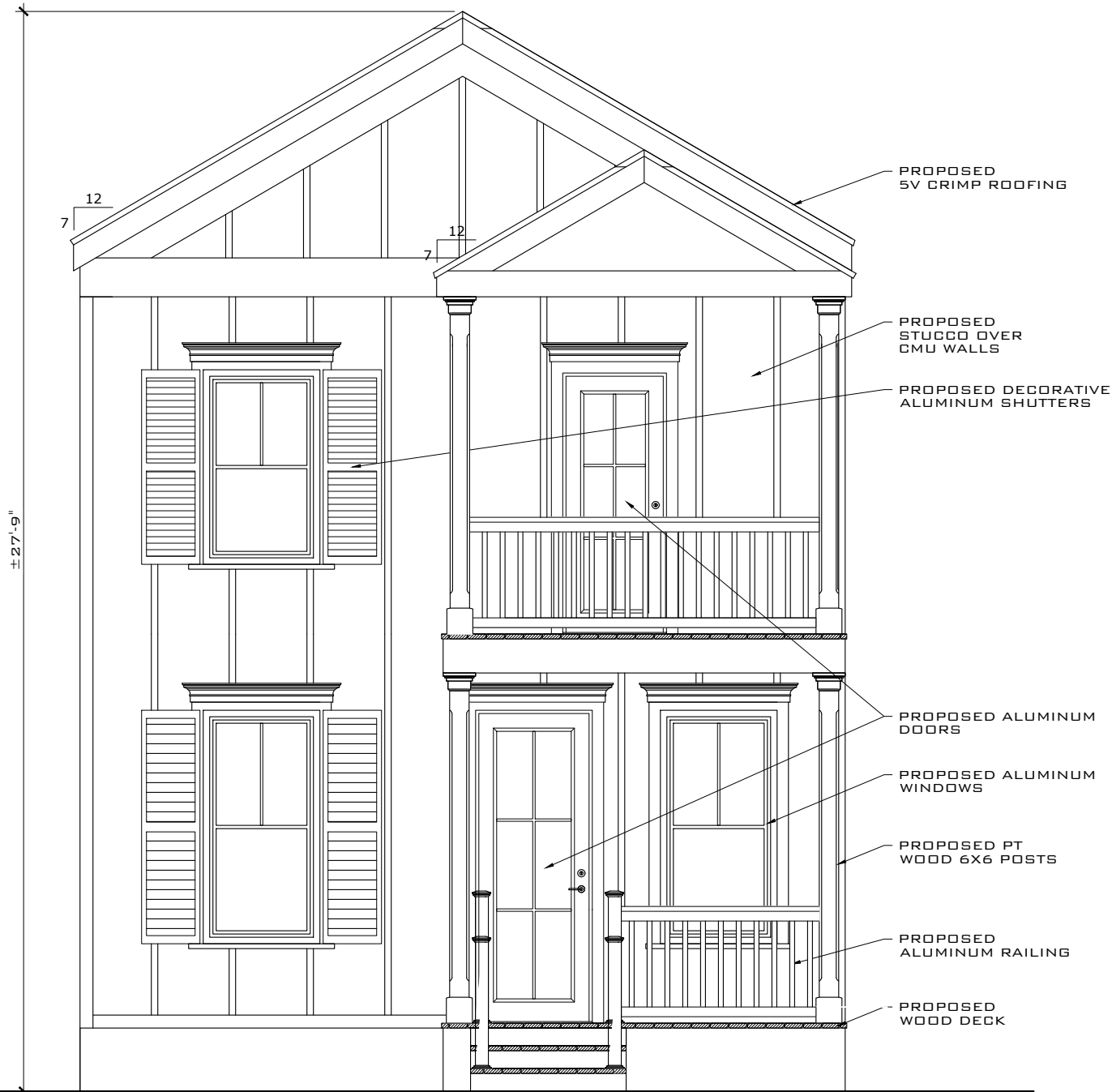
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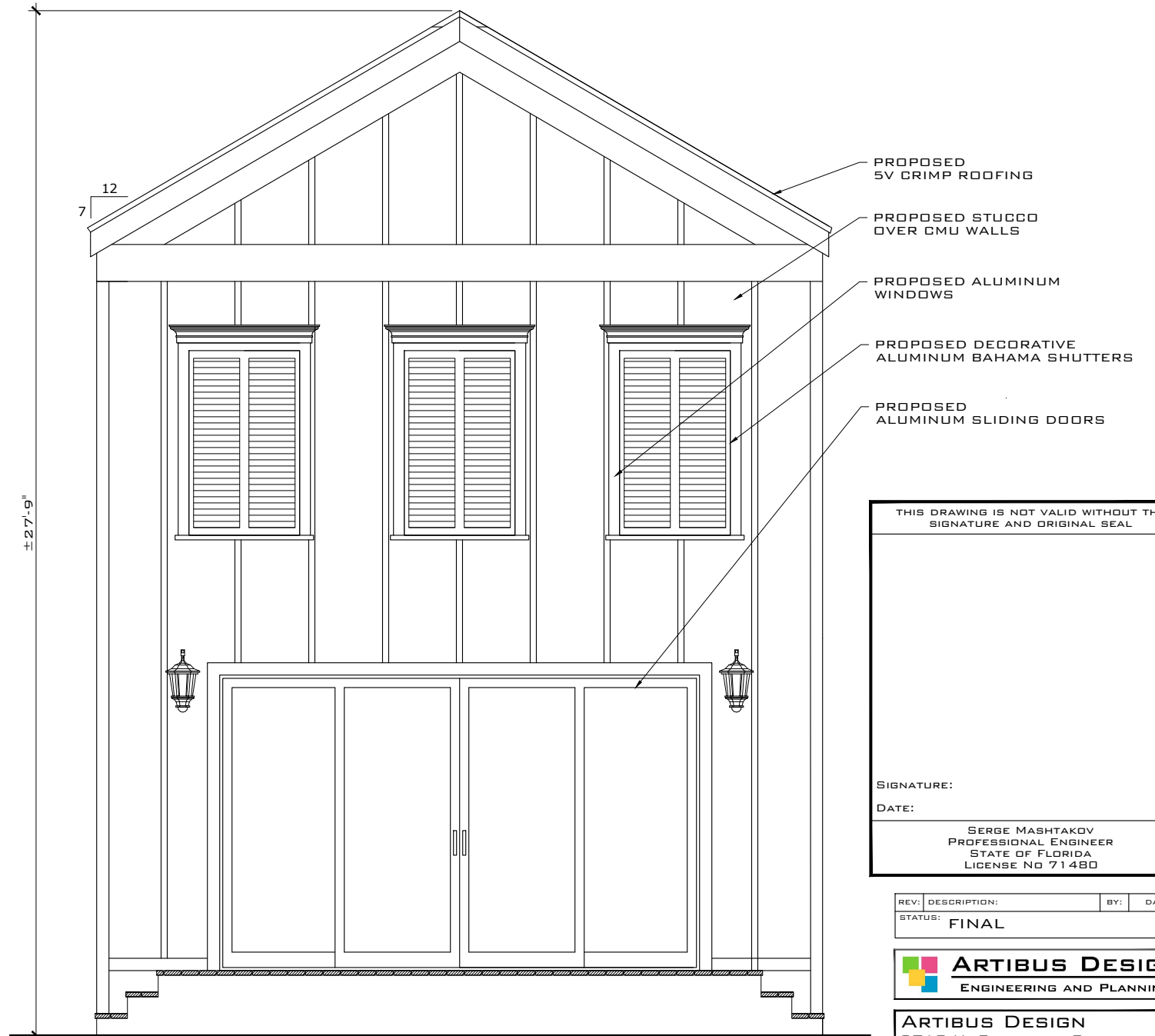
TITLE:
 PROPOSED 2ND FLOOR PLAN

SCALE AT 1/4" = 1'-0": AS SHOWN	DATE: 09/05/22	DRAWN: OA	CHECKED: SAM
PROJECT NO: 2201-01	DRAWING NO: A-102	REVISION: 1	



PROPOSED FRONT ELEVATION

SCALE: 1/4" = 1'-0"



PROPOSED REAR ELEVATION

SCALE: 1/4" = 1'-0"

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LICENSE NO 71480

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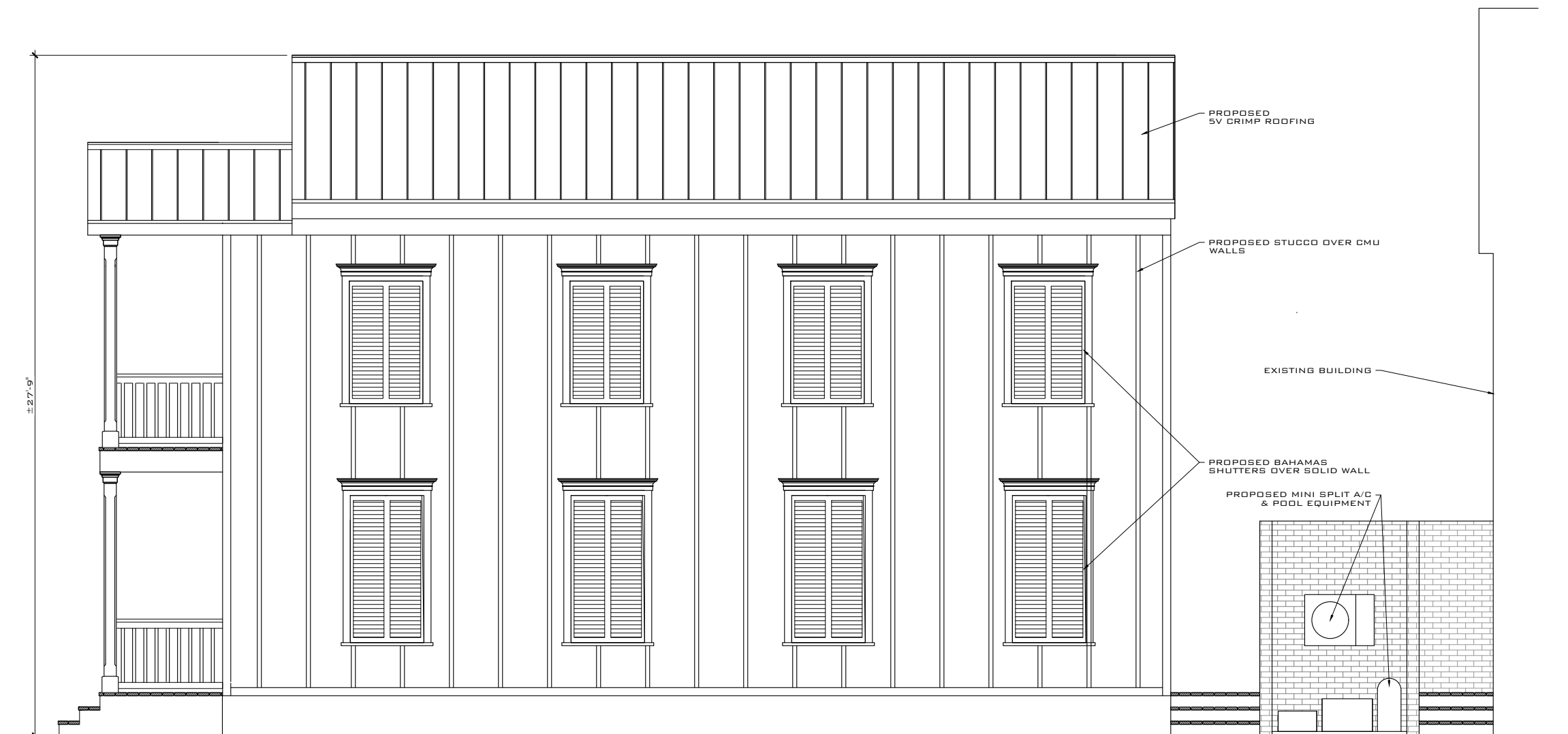
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SITE:
**610 DUVAL ST,
KEY WEST, FL 33040**

TITLE:
PROPOSED ELEVATIONS

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PROJECT NO:	DRAWING NO:	REVISION:	
2201-01	A-103	1	



PROPOSED RIGHT ELEVATION
 SCALE: 3/16" = 1'-0"

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SITE:
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TITLE:
 PROPOSED ELEVATIONS

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AS SHOWN	09/05/22	DA	SAM
PROJECT NO:	DRAWING NO:	REVISION:	
2201-01	A-104	1	



- PROPOSED SVCRIMP ROOFING
- PROPOSED STUCCO OVER CMU WALLS
- PROPOSED DECORATIVE ALUMINUM SHUTTERS
- PROPOSED ALUMINUM WINDOW
- EXISTING BUILDING
- PROPOSED ALUMINUM SLIDING DOORS
- PROPOSED DECORATIVE ALUMINUM RAILING
- PROPOSED 7' WALL
- PROPOSED POOL
- PROPOSED POOL DECK
- POOL

±27'-9"
±24'-2"

PROPOSED LEFT ELEVATION
SCALE: 1/4" = 1'-0"

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	FINAL		



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3710 N. ROOSEVELT BLVD
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CA # 30835

CLIENT:
FRANK D. STRAFADI

PROJECT:
610 DUVAL ST

SITE:
610 DUVAL ST,
KEY WEST, FL 33040

TITLE:
PROPOSED ELEVATIONS

SCALE AT 11x17:	DATE:	DRAWN:	CHECKED:
AS SHOWN	09/05/22	DA	SAM
PROJECT NO:	DRAWING NO:	REVISION:	
2201-01	A-105	1	

Easements

This instrument was prepared by:

Susan M. Cardenas, Esq.
Stones & Cardenas, Attorneys at Law
221 Simonton Street
Key West, Florida 33040

Doc# 1772078
Bk# 2446 Pg# 880

(Space above for recording)

Return to:
Susan M. Cardenas, Esq.
Stones & Cardenas, Attorneys at Law
221 Simonton Street
Key West, Florida 33040

NON-EXCLUSIVE EASEMENT AGREEMENT

THIS NON-EXCLUSIVE EASEMENT AGREEMENT made on this 17th day of December 2009, by and between 610 DUVAL STREET, LLC, a Florida limited liability company, whose address is 7301 S.W. 57th Court, Suite 560, South Miami, FL 33143, (hereinafter referred to as "Grantor"), and SEPTEMBER PROPERTIES, LLC, a Florida limited liability company, whose address is 212 Rose Lane, Haverford, Pennsylvania 19041, and ROBERT BUDAKIAN, whose address is P.O. Box 1062, Key West, Florida, 33041, (hereinafter collectively referred to as "Grantees").

610 Granting ability
easement to 6037
603 Duval

RECITALS

A. Grantor is the owner of certain real property located at 610 Duval Street, Key West, Florida, which property is more particularly described as follows:

PARCEL ONE

The Northerly $\frac{1}{2}$ of the following described property, to-wit: A part of lot Two (2) in Square Sixty-two (62), on the Island of Key West, Florida, according to Wm. A. Whitehead's map, delineated in February, A.D. 1829; Commencing at a point on Duval Street, at the Southeast corner of said Lot Two (2) running thence along the line of said Duval Street, in a Northwesterly direction, Fifty (50) feet; thence at right angles in a Southwesterly direction, Seventy-nine (79) feet; thence at right angles in a Southeasterly direction Fifty (50) feet to the South line of said lot Two; thence at right angles in a Northeasterly direction Seventy-nine (79) feet to the place of beginning on Duval Street.

PARCEL TWO

The Northerly $\frac{1}{2}$ of the following described property, to-wit: A part of said Lot Two (2), according to said Whitehead's map, commencing at a point which is Seventy-nine (79) feet from the corner of Southard and Duval Streets and One Hundred and Fifty-one (151) feet in a Southeasterly direction, back from Southard Street, and running thence from said last named point, in a Southeasterly direction, Fifty (50) feet to the dividing line of Lots One (1) and Two (2); thence along said dividing line in a Southwesterly direction, One Hundred (100) feet; thence at right angles in a Northwesterly direction, Fifty (50) feet; thence at right angles in a Northeasterly direction, One Hundred (100) feet to the place of beginning.

Hereinafter "610 Duval".

B. Grantee SEPTEMBER PROPERTIES, LLC, is the owner of certain real property located at 608 Duval Street, Key West, Florida, which property is more particularly described as follows:

On the Island of Key West, and known on William A. Whitehead's map of said Island delineated in February, A.D. 1829, as part of Lot 2, Square 62. Commencing at a point on the SW'ly side of Duval Street 110 feet, 4 inches from the corner of Southard and Duval Streets and running thence SE'ly along the line of Duval Street 40 feet, 5 inches, thence at right angles in a SW'ly direction 79 feet; thence at right angles in a NW'ly direction 47 feet 8 inches; thence at right angles in a NE'ly direction 10 feet; thence at right angles SE'ly 7 feet, 3 inches; thence at right angles NE'ly 69 feet to the point of Beginning.

LESS:

A Parcel of land on the Island of Key West, Monroe County, Florida and known on William A. Whitehead's map as a part of Lot 2, Square 62, and being more particularly described as follows; COMMENCE at a point of the SW'ly Right of Way boundary line of Duval St. 110 feet, 4 inches from the corner of Southard and Duval St. and running thence SE'ly along said SW'ly Right of Way boundary line a distance of 9 feet and 1/2 inches; thence run at right angles in a SW'ly direction, 79 feet; thence run at right angles in a NW'ly direction, 16 feet, 3 and 1/2 inches; thence run at right angles in a NE'ly direction, 10 feet; thence run at right angles in a SE'ly direction, 7 feet, 3 and 1/2 inches thence at right angles in a NE'ly direction, 69 feet to the Point of Beginning.

Hereinafter "608 Duval".

C. Grantee ROBERT BUDAKIAN, is the owner of certain real property located at 608 1/2 Duval Street, Key West, Florida, which property is more particularly described as follows:

A parcel of land on the island of Key West, Monroe County, Florida, and known on William A. Whitehead's map as a part of Lot 2, Square 62, and being more particularly described as follows: COMMENCE at a point on the SW'ly Right-of-Way boundary line of Duval St., 110 feet, 4 inches from the corner of Southard and Duval St. and running thence SE'ly along said SW'ly Right-of-Way Boundary line a distance of 9 feet & 1/2 inch; thence run at right angles in a SW'ly direction, 79 feet; thence run at right angles in a NW'ly direction, 16 feet, 3 & 1/2 inches; thence run at right angles in a NE'ly direction, 10 feet; thence run at right angles in a SE'ly direction, 7 feet, 3 & 1/2 inches; thence run at right angles in a NE'ly direction, 69 feet to the point of beginning.

Hereinafter "608 1/2 Duval"

D. Grantor and Grantees desire to create a non-exclusive easement under, through, and across 610 Duval, for utility lines and conduits servicing 608 Duval and 608 1/2 Duval.

E. The Easement Parcel described within this Agreement is for the benefit of Grantees' properties, subject to the terms and conditions set forth below.

NOW THEREFORE, in consideration of the covenants and promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged the undersigned Grantor and Grantees agree as follows:

1. Recitals. The statements contained in the Recitals herein are true and correct and incorporated herein by reference.
2. Exhibits. The Exhibit attached to this Agreement is, by this reference, made a part hereof.
3. Grant of Easement. Grantor hereby grants and conveys to Grantees, his/her/its respective successors and/or assigns, a non-exclusive easement for utility lines and conduits servicing 608 Duval and/or 608 1/2 Duval, under, through, and across the parcel of property, described and depicted as "Parcel 3" on that certain survey sketch dated July 7, 2008, updated and corrected May 1, 2009, performed by Frederick Hildebrandt, PLS&M No. 2749, Island Surveying, Inc., a copy of which is attached hereto as Exhibit "A", which easement is more particularly described as follows:

LEGAL DESCRIPTION: EASEMENT

Commencing at the Southwesterly Right-of-Way Line of Duval Street and the Southeasterly Right-of-Way Line of Southard Street; thence Southeasterly along the said Southwesterly Right-of-Way Line of Duval Street for a distance of 151.00 feet; thence at a right angle and in a Southwesterly direction for 78.00 feet to the Point of Beginning; thence continue in a Southwesterly direction for 18.34 feet; thence at a right angle and in a Southeasterly direction for 24.00 feet; thence at a right angle and in a Southwesterly direction for 82.67 feet to the end of 610 Duval Street property line; thence at a right angle and in a Southeasterly direction for 1.00 feet; thence at a right angle and in a Northeasterly direction for 83.67 feet; thence at a right angle and in a Northwesterly direction for 24.00 feet; thence at a right angle and in a Northeasterly direction for 17.34 feet; thence at a right angle and in a Northwesterly direction for 1.00 feet to the Point of Beginning. Parcel contains 124.01 square feet, more or less.

Hereinafter the "Easement Parcel".

4. Restrictions. Grantor and Grantees agree that this Easement is not granted for the purposes of routine ingress and egress.
5. Maintenance. Grantor its successors and assigns, shall maintain the Easement Parcel, at his/her/its sole cost and expense.
6. Alterations or Additions Prohibited. All parties agree that they shall not erect any structure or other improvement on the Easement Parcel, with the exception of any structure or improvement now existing, or later erected by Grantor that would not reasonably interfere with the utility service lines and conduits servicing 608 Duval or 608 1/2 Duval.
7. Indemnification and Hold-Harmless. In consideration of Grantor granting this easement to Grantees, each Grantee and his/her/its successors and assigns, do hereby agree to indemnify and hold Grantor and his/her/its successors and assigns, harmless, from any loss, expense, claim, action, liability, or damage, including reasonable attorney's fees, for any damage to

property, or injury or death to persons, caused by or arising out of the gross negligence of that Grantee in its active use of the Easement Parcel.

8. Easement Termination. Grantor and Grantees agree that the easement granted hereby shall terminate and be of no further effect, for the reasons and under the following described circumstances:

- a. In the event that Grantees acquire electrical service directly, or through some means other than over, through, or across the Easement Parcel, the easement granted hereby shall terminate.
- b. In the event that Grantor undertakes a substantial reconstruction or renovation of 610 Duval, which reconstruction or renovation includes relocation of the utility lines and conduits servicing 608 Duval and/or 608 1/2 Duval, Grantor shall provide a comparable easement acceptable to Grantees to allow utility service lines and conduits servicing 608 Duval and/or 608 1/2 Duval (which new location and easement shall replace the original easement and then be the Easement Parcel hereunder), and the original easement granted hereby shall terminate.
- c. In the event that Grantor shall be obligated to reclaim the Easement Parcel as a result of a directive from any governmental agency for purposes of public health, safety, or welfare, Grantor shall provide a comparable easement to allow utility service lines and conduits servicing 608 Duval and/or 608 1/2 Duval (which new location and easement shall replace the original easement and then be the Easement Parcel hereunder), and the original easement granted hereby shall terminate.

9. Grantor Reservation of Rights. Grantor reserves to Grantor, his/her/its heirs, successors-in-interest and assigns, all remaining rights arising from ownership of 610 Duval, including but not limited to, mineral, underground, surface and air rights to the entire parcel described herein as 610 Duval.

10. Covenant Runs With The Land. Notwithstanding the fact this easement may terminate at some future date, the parties hereto acknowledge and agree that, unless and until terminated, this easement constitutes a covenant that runs with the land, in perpetuity, and shall be binding on and inure to the benefit of the parties hereto, their successors and/or assigns.

11. Governing Law and Venue. This Agreement and all of its terms and conditions shall be governed by and interpreted under the laws of the State of Florida, notwithstanding any choice of law principles. Any litigation brought or held on the basis of this Agreement shall be brought and held in Key West, Monroe County, Florida.

12. Invalidity of Provisions. The unenforceability, for any reason, of any term, condition, covenant, or provision of this Agreement shall neither limit nor impair the operation, enforceability, or validity of any other term, condition, provision or covenant of this Agreement.

13. Attorneys' Fees and Costs. In the even of any litigation between the parties, their successors and/or assigns, arising out of or relating to this Agreement, the prevailing party shall be entitled to recover all costs incurred and reasonable attorneys' fees, including attorneys' fees in all investigations, trials, bankruptcies, and appeals.

14. Modification. There are no other agreements, promises, or undertakings between the parties hereto except as specifically set forth herein. No alterations, changes, modifications, or amendments shall be made to this Easement Agreement, except in writing, signed by the parties hereto.

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

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

610 DUVAL STREET, LLC, a Florida limited liability company.

By: [Signature]
EDWARD P. GUTTENMACHER,
Managing Member

Doc# 1772078
BK# 2446 Pg# 885

[Signature]
Signature of Witness
Cindy Sawyer
Printed Name of Witness

[Signature]
Signature of Witness
Elizabeth A. Hendry
Printed Name of Witness

STATE OF FLORIDA :
COUNTY OF MONROE :

I HEREBY CERTIFY that on this day personally appeared before me, an officer duly authorized to administer oaths and take acknowledgments, EDWARD P. GUTTENMACHER, Managing Member of 610 DUVAL STREET, LLC., a Florida limited liability company, who is personally known to me to be the person described in and who executed the foregoing Easement Agreement or has produced FLDL as identification, and he has acknowledged before me that he executed the same freely and voluntarily for the purposes therein expressed.

WITNESS my hand and official seal at Ken West, County of Monroe, State of Florida, this 6th day of November, 2009.

Cindy Sawyer
Printed Name of Notary
[Signature]
NOTARY PUBLIC

My Commission Expires:



SEPTEMBER PROPERTIES, LLC, a
Florida limited liability company,

Christy Frank

Signature of Witness

Christy Frank

Printed Name of Witness

CS D'Angelo

By:

CHRISTOPHER S. D'ANGELO,
Managing Member

Doc# 1772078
Bk# 2446 Pg# 886

Suzanne E. Burke

Signature of Witness

Suzanne E. Burke

Printed Name of Witness

STATE OF PA :
COUNTY OF Phila :

I HEREBY CERTIFY that on this day personally appeared before me, an officer duly authorized to administer oaths and take acknowledgments, CHRISTOPHER S. D'ANGELO, Managing Member of SEPTEMBER PROPERTIES, LLC, a Florida limited liability company, who is personally known to me to be the person described in and who executed the foregoing Easement Agreement or has produced _____ as identification, and he has acknowledged before me that he executed the same freely and voluntarily for the purposes therein expressed.

WITNESS my hand and official seal at Phila, County of Phila, State of PA, this 6th day of November, 2009.

Printed Name of Notary
My Commission Expires:

Margaret M. Woodward
NOTARY PUBLIC

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
MARGARET M. WOODWARD, Notary Public
City of Philadelphia, Phila. County
My Commission Expires April 23, 2012

Susan M. Cardenas
Signature of Witness
Susan M. Cardenas
Printed Name of Witness

Robert Budakin
ROBERT BUDAKIAN

Doc# 1772078
Bk# 2446 Pg# 887

Cindy Sauer
Signature of Witness
Cindy Sauer
Printed Name of Witness

STATE OF FLORIDA
COUNTY OF MONROE

I HEREBY CERTIFY that on this day personally appeared before me, an officer duly authorized to administer oaths and take acknowledgments, ROBERT BUDAKIN who is personally known to me to be the person described in and who executed the foregoing Easement Agreement or has produced _____ as identification, and he has acknowledged before me that he executed the same freely and voluntarily for the purposes therein expressed.

WITNESS my hand and official seal at Key West, County of Monroe, State of Florida, this 17th day of December, 2009.

Susan M. Cardenas
Printed Name of Notary
Susan M. Cardenas
NOTARY PUBLIC

My Commission Expires:



This instrument was prepared by:

Susan M. Cardenas, Esq.
Stones & Cardenas, Attorneys at Law
221 Simonton Street
Key West, Florida 33040

Doc# 1772079
Bk# 2446 Pg# 889

(Space above for recording)

Return to:
Susan M. Cardenas, Esq.
Stones & Cardenas, Attorneys at Law
221 Simonton Street
Key West, Florida 33040

NON-EXCLUSIVE EASEMENT AGREEMENT

THIS NON-EXCLUSIVE EASEMENT AGREEMENT made on this 17th day of December 2009, by and between SEPTEMBER PROPERTIES, LLC, a Florida limited liability company, whose address is 212 Rose Lane, Haverford, Pennsylvania 19041, hereinafter referred to as "Grantor," and ROBERT BUDAKIAN, whose address is P.O. Box 1062, Key West, Florida, 33041, hereinafter referred to as "Grantee."

*utility easement for
608 1/2 #603*

RECITALS

A. Grantor is the owner of certain real property located at 608 Duval Street, Key West, Florida, which property is more particularly described as follows:

On the Island of Key West, and known on William A. Whitehead's map of said Island delineated in February, A.D. 1829, as part of Lot 2, Square 62. Commencing at a point on the SW'ly side of Duval Street 110 feet, 4 inches from the corner of Southard and Duval Streets and running thence SE'ly along the line of Duval Street 40 feet, 5 inches, thence at right angles in a SW'ly direction 79 feet; thence at right angles in a NW'ly direction 47 feet 8 inches; thence at right angles in a NE'ly direction 10 feet; thence at right angles SE'ly 7 feet, 3 inches; thence at right angles NE'ly 69 feet to the point of Beginning.

LESS:

A Parcel of land on the Island of Key West, Monroe County, Florida and known on William A. Whitehead's map as a part of Lot 2, Square 62, and being more particularly described as follows; COMMENCE at a point of the SW'ly Right of Way boundary line of Duval St. 110 feet, 4 inches from the corner of Southard and Duval St. and running thence SE'ly along said SW'ly Right of Way boundary line a distance of 9 feet and 1/2 inches; thence run at right angles in a SW'ly direction, 79 feet; thence run at right angles in a NW'ly direction, 16 feet, 3 and 1/2 inches; thence run at right angles in a NE'ly direction, 10 feet; thence run at right angles in a SE'ly direction, 7 feet, 3 and 1/2 inches thence at right angles in a NE'ly direction, 69 feet to the Point of Beginning.

Hereinafter "608 Duval".

B. Grantee is the owner of certain real property located at 608 1/2 Duval Street, Key West, Florida, which property is more particularly described as follows:

A parcel of land on the island of Key West, Monroe County, Florida, and known on William A. Whitehead's map as a part of Lot 2, Square 62, and being more particularly described as follows: COMMENCE at a point on the SW'ly Right-of-Way boundary line of Duval St., 110 feet, 4 inches from the corner of Southard and Duval St. and running thence SE'ly along said SW'ly Right-of-Way Boundary line a distance of 9 feet & 1/2 inch; thence run at right angles in a SW'ly direction, 79 feet; thence run at right angles in a NW'ly direction, 16 feet, 3 & 1/2 inches; thence run at right angles in a NE'ly direction, 10 feet; thence run at right angles in a SE'ly direction, 7 feet, 3 & 1/2 inches; thence run at right angles in a NE'ly direction, 69 feet to the point of beginning.

Hereinafter "608 1/2 Duval"

C. Grantor and Grantee desire to create a non-exclusive easement across the rear of 608 Duval, for electrical utility lines and conduits servicing 608 1/2 Duval.

D. The Easement Parcel described within this Agreement is for the benefit of Grantee's property, subject to the terms and conditions set forth below.

NOW THEREFORE, in consideration of the covenants and promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged the undersigned Grantor and Grantee agree as follows:

1. Recitals. The statements contained in the Recitals herein are true and correct and incorporated herein by reference.
2. Exhibits. The Exhibit attached to this Agreement is, by this reference, made a part hereof.
3. Grant of Easement. Grantor hereby grants and conveys to Grantee, his/her/its successors and/or assigns, a non-exclusive easement for electrical utility lines and conduits servicing 608 1/2 Duval, over, through, and across the parcel of property, described and depicted as "Parcel 2" on that certain survey sketch dated July 7, 2008, updated and corrected May 1, 2009, performed by Frederick Hildebrandt, PLS&M No. 2749, Island Surveying, Inc., a copy of which is attached hereto as Exhibit "A", which easement is more particularly described as follows:

LEGAL DESCRIPTION: EASEMENT

Commencing at the Southwesterly Right-of-Way Line of Duval Street and the Southeasterly Right-of-Way Line of Southard Street; thence Southeasterly along the said Southwesterly Right-of-Way Line of Duval Street for a distance of 151.00 feet; thence at a right angle and in a Southwesterly direction for 78.00 feet to the Point of Beginning; thence continue in a Southwesterly direction for 1.00 feet; thence at a right angle and in a Northwesterly direction for 31.38 feet; thence at a right angle and in a Northeasterly direction for 1.00 feet; thence at a right angle and in a Southeasterly direction for 31.38 feet to the Point of Beginning. Parcel contains 31.38 square feet, more or less.

Hereinafter the "Easement Parcel".

4. Restrictions. Grantor and Grantee agree that this Easement is not granted for the purposes of ingress and egress, or any other use not expressly provided herein. Without limitation on the foregoing, Grantee shall not erect any structure on the Easement Parcel.

5. Maintenance. Grantor its successors and assigns, shall maintain the Easement Parcel, at his/her/its sole cost and expense. Grantor shall have no responsibility for the utility lines and conduits in the Easement Parcel servicing 608 ½ Duval, and shall have no responsibility or liability for any interruption of service for any reason.

6. Alterations or Additions. Grantor may erect any structure or improvement, or make any alteration of the existing or other structure or improvement as it may wish to do at any time and from time to time. In the event Grantor does make any such structure, improvement or alteration, such as but not limited to extending the rear of the existing building, to a dimension that would be within the dimensions of this Easement, then the dimensions of this Easement shall be deemed to be reduced in accordance therewith.

7. Indemnification and Hold-Harmless. In consideration of Grantor granting this easement to Grantee, Grantee and his/her/its successors and assigns, do hereby agree to indemnify and hold Grantor and his/her/its successors and assigns, harmless, from any loss, expense, claim, action, liability, or damage, including reasonable attorney's fees, for any damage to property, or injury or death to persons, caused by, related to, or arising out of, any act or omission by Grantee or his/her/its agents, employees, contractors, successors and assigns, and/or by reason of the use of the Easement Parcel.

8. Easement Termination. Grantor and Grantee agree that the easement granted hereby shall terminate and be of no further effect, for the reasons and under the following described circumstances:

a. In the event that it comes to the attention of either of the parties hereto that it is possible for Grantee to acquire electrical service directly, or through some means other than over, through, or across the Easement Parcel, Grantee shall so acquire electrical service directly, or through means other than this easement, and the easement granted hereby shall terminate.

b. In the event that Grantor, at any time or times, undertakes a reconstruction, renovation or alteration of 608 Duval, which reconstruction, renovation or alteration includes relocation of the utility lines and conduits servicing 608 1/2 Duval, Grantor shall provide a reasonable accommodation for the relocation of the utility service lines and conduits for the same utility service for 608 1/2 Duval as Grantor may determine, (which new placement shall replace the original easement and then be the Easement Parcel hereunder), and the original easement granted hereby shall terminate.

c. In the event that Grantor shall be obligated to reclaim the Easement Parcel as a result of a directive from any governmental agency for purposes of public health, safety, or welfare, the easement granted hereby shall terminate.

9. Grantor Reservation of Rights. Grantor reserves to Grantor, his/her/its heirs, successors-

in-interest and assigns, all remaining rights arising from ownership of 608 Duval, including but not limited to, mineral, underground, surface and air rights to the entire parcel described herein as 608 Duval.

10. Covenant Runs With The Land. Notwithstanding the fact this easement may terminate at some future date, the parties hereto acknowledge and agree that, unless and until terminated, this easement constitutes a covenant that runs with the land, in perpetuity, and shall be binding on and inure to the benefit of the parties hereto, their successors and/or assigns.

11. Governing Law and Venue. This Agreement and all of its terms and conditions shall be governed by and interpreted under the laws of the State of Florida, notwithstanding any choice of law principles. Any litigation brought or held on the basis of this Agreement shall be brought and held in Key West, Monroe County, Florida.

12. Invalidity of Provisions. The unenforceability, for any reason, of any term, condition, covenant, or provision of this Agreement shall neither limit nor impair the operation, enforceability, or validity of any other term, condition, provision or covenant of this Agreement.

13. Attorneys' Fees and Costs. In the even of any litigation between the parties, their successors and/or assigns, arising out of or relating to this Agreement, the prevailing party shall be entitled to recover all costs incurred and reasonable attorneys' fees, including attorneys' fees in all investigations, trials, bankruptcies, and appeals.

14. Modification. There are no other agreements, promises, or undertakings between the parties hereto except as specifically set forth herein. No alterations, changes, modifications, or amendments shall be made to this Easement Agreement, except in writing, signed by the parties hereto.

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

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

SEPTEMBER PROPERTIES, LLC,
a Florida limited liability company,

Christa Frank
Signature of Witness
Christa Frank
Printed Name of Witness

By: *C. S. D'Angelo*
CHRISTOPHER S. D'ANGELO,
Managing Member

Suzanne E. Burke
Signature of Witness
Suzanne E. Burke
Printed Name of Witness

STATE OF PA :
COUNTY OF Phila :

I HEREBY CERTIFY that on this day personally appeared before me, an officer duly authorized to administer oaths and take acknowledgments, CHRISTOPHER S. D'ANGELO, Managing Member of SEPTEMBER PROPERTIES, LLC, a Florida limited liability company, who is personally known to me to be the person described in and who executed the foregoing Easement Agreement or ~~has produced~~ _____ as identification, and he has acknowledged before me that he executed the same freely and voluntarily for the purposes therein expressed.

WITNESS my hand and official seal at Phila, County of Phila, State of PA, this 6th day of November, 2009.

Printed Name of Notary Margaret M. Woodward
NOTARY PUBLIC

My Commission Expires:



Susan M. Cardenas
Signature of Witness
Susan M. Cardenas
Printed Name of Witness

Robert Budakian
ROBERT BUDAKIAN

Doc# 1772079
Bk# 2446 Pg# 894

Cindy Sawyer
Signature of Witness
Cindy Sawyer
Printed Name of Witness

STATE OF FLORIDA :
COUNTY OF MONROE :

I HEREBY CERTIFY that on this day personally appeared before me, an officer duly authorized to administer oaths and take acknowledgments, ROBERT BUDAKIN who is personally known to me to be the person described in and who executed the foregoing Easement Agreement or has produced _____ as identification, and he has acknowledged before me that he executed the same freely and voluntarily for the purposes therein expressed.

WITNESS my hand and official seal at Key West, County of Monroe, State of Florida, this 17th day of December, 2009.

Susan M. Cardenas Susan M. Cardenas
Printed Name of Notary NOTARY PUBLIC

My Commission Expires:



This instrument was prepared by:

Susan M. Cardenas, Esq.
Stones & Cardenas, Attorneys at Law
221 Simonton Street
Key West, Florida 33040

Doc# 1772080
Bk# 2446 Pg# 896

(Space above for recording)

Return to:
Susan M. Cardenas, Esq.
Stones & Cardenas, Attorneys at Law
221 Simonton Street
Key West, Florida 33040

*Easement for
encroachment of
610 Duval onto
608 Duval*

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT made on this 17th day of December 2009, by and between SEPTEMBER PROPERTIES, LLC, a Florida limited liability company, whose address is 212 Rose Lane, Haverford, Pennsylvania 19041, hereinafter referred to as "Grantor," and 610 DUVAL STREET, LLC, a Florida limited liability company, whose address is 7301 S.W. 57th Court, Suite 560, South Miami, FL 33143, hereinafter referred to as "Grantee."

RECITALS

A. Grantor is the owner of certain real property located at 608 Duval Street, Key West, Florida, which property is more particularly described as follows:

On the Island of Key West, and known on William A. Whitehead's map of said Island delineated in February, A.D. 1829, as part of Lot 2, Square 62. Commencing at a point on the SW'ly side of Duval Street 110 feet, 4 inches from the corner of Southard and Duval Streets and running thence SE'ly along the line of Duval Street 40 feet, 5 inches, thence at right angles in a SW'ly direction 79 feet; thence at right angles in a NW'ly direction 47 feet 8 inches; thence at right angles in a NE'ly direction 10 feet; thence at right angles SE'ly 7 feet, 3 inches; thence at right angles NE'ly 69 feet to the point of Beginning.

LESS:

A Parcel of land on the Island of Key West, Monroe County, Florida and known on William A. Whitehead's map as a part of Lot 2, Square 62, and being more particularly described as follows:
COMMENCE at a point of the SW'ly Right of Way boundary line of Duval St. 110 feet, 4 inches from the corner of Southard and Duval St. and running thence SE'ly along said SW'ly Right of Way boundary line a distance of 9 feet and 1/2 inches; thence run at right angles in a SW'ly direction, 79 feet; thence run at right angles in a NW'ly direction, 16 feet, 3 and 1/2 inches; thence run at right angles in a NE'ly direction, 10 feet; thence run at right angles in a SE'ly direction, 7 feet, 3 and 1/2 inches thence at right angles in a NE'ly direction, 69 feet to the Point of Beginning.

Hereinafter "608 Duval".

B. Grantee is the owner of certain real property located at 610 Duval Street, Key West, Florida, which property is more particularly described as follows:

PARCEL ONE

The Northerly ½ of the following described property, to-wit: A part of lot Two (2) in Square Sixty-two (62), on the Island of Key West, Florida, according to Wm. A. Whitehead's map, delineated in February, A.D. 1829; Commencing at a point on Duval Street, at the Southeast corner of said Lot Two (2) running thence along the line of said Duval Street, in a Northwesterly direction, Fifty (50) feet; thence at right angles in a Southwesterly direction, Seventy-nine (79) feet; thence at right angles in a Southeasterly direction Fifty (50) feet to the South line of said lot Two; thence at right angles in a Northeasterly direction Seventy-nine (79) feet to the place of beginning on Duval Street.

PARCEL TWO

The Northerly ½ of the following described property, to-wit: A part of said Lot Two (2), according to said Whitehead's map, commencing at a point which is Seventy-nine (79) feet from the corner of Southard and Duval Streets and One Hundred and Fifty-one (151) feet in a Southeasterly direction, back from Southard Street, and running thence from said last named point, in a Southeasterly direction, Fifty (50) feet to the dividing line of Lots One (1) and Two (2); thence along said dividing line in a Southwesterly direction, One Hundred (100) feet; thence at right angles in a Northwesterly direction, Fifty (50) feet; thence at right angles in a Northeasterly direction, One Hundred (100) feet to the place of beginning.

Hereinafter "610 Duval".

C. A portion of the two story frame building located on 610 Duval encroaches approximately 6.51 square feet across the northwesterly property boundary line of Grantor's property.

D. Grantor and Grantee desire to create an easement to cure the encroachment, and to allow Grantee to use the Easement Parcel to maintain the structure as it now exists.

E. The Easement Parcel described within this Agreement is for the benefit of Grantee's property, subject to the terms and conditions set forth below.

NOW THEREFORE, in consideration of the covenants and promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged the undersigned Grantor and Grantee agree as follows:

1. Recitals. The statements contained in the Recitals herein are true and correct and incorporated herein by reference.
2. Exhibits. The Exhibit attached to this Agreement is, by this reference, made a part hereof.
3. Grant of Easement. Grantor hereby grants and conveys to Grantee, his/her/its successors and/or assigns, an easement for use of that portion of 608 Duval occupied by the existing

structure located on 610 Duval, described and depicted as "Parcel 1" on that certain survey sketch dated July 7, 2008, updated and corrected May 1, 2009, performed by Frederick Hildebrandt, PLS&M No. 2749, Island Surveying, Inc., a copy of which is attached hereto as Exhibit "A", which easement is more particularly described as follows:

LEGAL DESCRIPTION: EASEMENT

Commencing at the Southwesterly Right-of-Way Line of Duval Street and the Southeasterly Right-of-Way Line of Southard Street; thence Southeasterly along the said Southwesterly Right-of-Way Line of Duval Street for a distance of 151.00 feet; thence at a right angle and in a Southwesterly direction for 53.45 feet to a face of a frame building and the Point of Beginning; thence continue in a Southwesterly direction for 16.70 feet to the rear face of the said frame building; thence at a right angle and in a Northwesterly direction for 0.39 feet to the corner of the said frame building; thence at a right angle and in a Northeasterly direction along the said face of a frame building for 16.70 feet; thence at a right angle and in a Southeasterly direction along the face of the said frame building for 0.39 feet to the Point of Beginning. Parcel contains 6.51 square feet, more or less.

Hereinafter the "Easement Parcel".

4. Maintenance. Grantee, its successors and assigns, shall maintain the Easement Parcel, at his/her/its sole cost and expense.

5. Alterations or Additions to Existing Structural Encroachment Prohibited. Grantee shall make no changes, alterations or additions to the existing structural encroachment or otherwise on the Easement Parcel.

6. Indemnification and Hold-Harmless. In consideration of Grantor granting this easement to Grantee, Grantee and his/her/its successors and assigns, do hereby agree to indemnify and hold Grantor and his/her/its successors and assigns, harmless, from any loss, expense, claim, action, liability, or damage, including reasonable attorney's fees, for any damage to property, or injury or death to persons, caused by, related to, or arising out of, any act or omission by Grantee or his/her/its agents, employees, contractors, successors and assigns, and/or by reason of the use of the Easement Parcel or the termination thereof.

7. Easement Termination. Grantor and Grantee agree that the easement granted hereby shall terminate and be of no further effect, for the reasons and under the following described circumstances:

a. Any expansion or alteration of the structure on 610 Duval to or affecting the side of the structure toward 608 Duval or of the structural encroachment in the Easement Parcel, or any substantial expansion or alteration of the structure on 610 Duval, shall operate to terminate the easement granted hereby, and Grantor shall thereupon have the right to require Grantee to fully and entirely vacate the Easement Parcel through demolition or structural alteration of the building.

b. In the event that the building, or that portion of it located on the Easement Parcel, is removed or substantially damaged or destroyed, the easement granted

hereby shall terminate, and any new building shall be built entirely on land owned by Grantee, or his/her/its successors and/or assigns, which new building shall not encroach on Grantor's property, and the easement granted hereby shall terminate.

c. In the event that Grantor undertakes a substantial reconstruction or renovation of 608 Duval, which reconstruction or renovation, in Grantor's sole discretion, requires reclamation of the Easement Parcel, the easement granted hereby shall terminate.

d. In the event that Grantor shall be obligated to reclaim the Easement Parcel as a result of a directive from any governmental agency for purposes of public health, safety, or welfare, the easement granted hereby shall terminate.

e. In the event that any governmental entity takes all or substantially all of 610 Duval, by eminent domain or otherwise, the easement granted hereby shall terminate.

8. Grantor Reservation of Rights. Grantor reserves to Grantor, his/her/its heirs, successors-in-interest and assigns, all remaining rights arising from ownership of 608 Duval, including but not limited to, mineral, underground, surface and air rights to the entire parcel described herein as 608 Duval.

9. Covenant Runs With The Land. Notwithstanding the fact this easement may terminate at some future date, the parties hereto acknowledge and agree that, unless and until terminated, this easement constitutes a covenant that runs with the land, in perpetuity, and shall be binding on and inure to the benefit of the parties hereto, their successors and/or assigns.

10. Governing Law and Venue. This Agreement and all of its terms and conditions shall be governed by and interpreted under the laws of the State of Florida, notwithstanding any choice of law principles. Any litigation brought or held on the basis of this Agreement shall be brought and held in Key West, Monroe County, Florida.

11. Invalidity of Provisions. The unenforceability, for any reason, of any term, condition, covenant, or provision of this Agreement shall neither limit nor impair the operation, enforceability, or validity of any other term, condition, provision or covenant of this Agreement.

12. Attorneys' Fees and Costs. In the even of any litigation between the parties, their successors and/or assigns, arising out of or relating to this Agreement, the prevailing party shall be entitled to recover all costs incurred and reasonable attorneys' fees, including attorneys' fees in all investigations, trials, bankruptcies, and appeals.

13. Modification. There are no other agreements, promises, or undertakings between the parties hereto with respect to the Easement Parcel except as specifically set forth herein. No alterations, changes, modifications, or amendments shall be made to this Easement Agreement, except in writing, signed by the parties hereto.

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

SEPTEMBER PROPERTIES, LLC, a
Florida limited liability company,

Christa Frank

Signature of Witness

Christa Frank

Printed Name of Witness

CS D'Angelo

By:

CHRISTOPHER S. D'ANGELO,
Managing Member

Suzanne E. Burke

Signature of Witness

Suzanne E. Burke

Printed Name of Witness

STATE OF PA
COUNTY OF Phila

I HEREBY CERTIFY that on this day personally appeared before me, an officer duly authorized to administer oaths and take acknowledgments, CHRISTOPHER S. D'ANGELO, Managing Member of SEPTEMBER PROPERTIES, LLC, a Florida limited liability company, who is personally known to me to be the person described in and who executed the foregoing Easement Agreement or ~~has produced~~ _____ as identification, and he has acknowledged before me that he executed the same freely and voluntarily for the purposes therein expressed.

WITNESS my hand and official seal at Phila, County of Phila, State of PA, this 6th day of November, 2009.

Printed Name of Notary

Margaret M. Woodward
NOTARY PUBLIC

My Commission Expires:



610 DUVAL STREET, LLC, a Florida limited liability company

By: [Signature]
EDWARD P. GUTTENMACHER,
Managing Member

[Signature]
Signature of Witness
Cindy Sawyer
Printed Name of Witness

[Signature]
Signature of Witness
Elizabeth A Hensley
Printed Name of Witness

STATE OF FLORIDA
COUNTY OF MONROE

I HEREBY CERTIFY that on this day personally appeared before me, an officer duly authorized to administer oaths and take acknowledgments, EDWARD P. GUTTENMACHER, Managing Member of 610 DUVAL STREET, LLC., a Florida limited liability company, who is personally known to me to be the person described in and who executed the foregoing Easement Agreement or has produced FL DL as identification, and he has acknowledged before me that he executed the same freely and voluntarily for the purposes therein expressed.

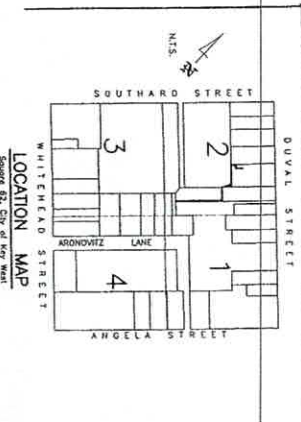
WITNESS my hand and official seal at Key West, County of Monroe, State of Florida, this 6th day of November, 2009.

Cindy Sawyer
Printed Name of Notary

[Signature]
NOTARY PUBLIC

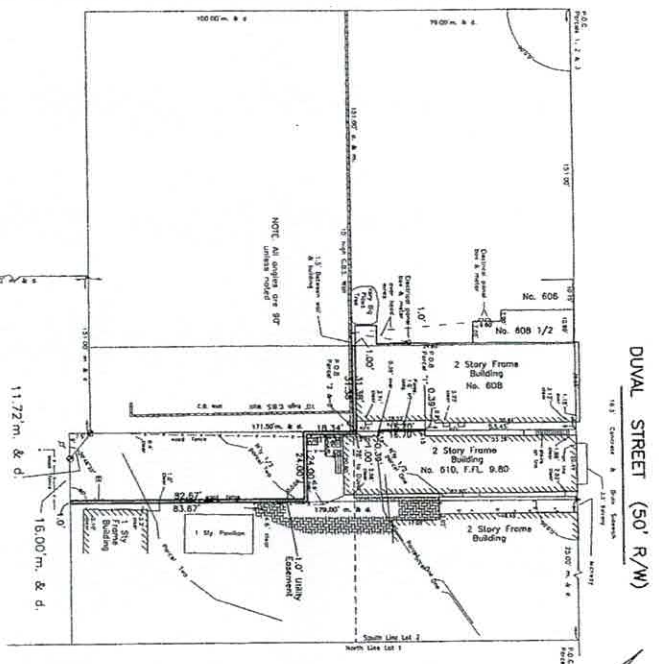
My Commission Expires:





Doc# 1772080
Bk# 2446 Pg# 902

SOUTHARD STREET (50' R/W)



MONROE COUNTY
OFFICIAL RECORDS

EXHIBIT A

WHITEHEAD STREET (50' R/W)

SURVEYOR'S NOTES:
 North-south bearing of existing section
 2.4 degrees existing section 6133 Duval
 bearing taken by Benj. C. Davidson 12/23/84
 Monumentation:
 9" x 1 1/2" iron box, F.L.S. No. 2716
 4" x 1 1/2" iron box, F.L.S. No. 2719

Abbreviations:
 R/W = Right-of-Way
 E = Elevation
 C = Center
 M.T.S. = Mark to Side
 B.M. = Bench Mark
 A.C. = Air Conditioner

508 Duval Street, Key West, FL 33004
 Sketch to Accompany Legal Description DB-311
 Date: 7/7/08
 1133 Highway One
 Key West, FL 33004
 305-236-1337
 www.island-surveyors.com

ISLAND SURVEYING, INC.
SURVEYORS PLUMBERS SURVEYORS
 1133 Highway One
 Key West, FL 33004
 305-236-1337
 www.island-surveyors.com

LEGAL DESCRIPTION:
 1. Section 24, T17N, R17W, S10E, Monroe County, Florida, contains the following described land:
 A certain lot of land, more or less, bounded on the north by the right-of-way of Southard Street, on the east by the right-of-way of Duval Street, on the south by the right-of-way of Whitehead Street, and on the west by the right-of-way of Duval Street, containing 0.25 acres, more or less, as shown on the plat of the subdivision of the land of the City of Key West, Florida, recorded in Public Record Book 2446, Page 902, of the Public Records of Monroe County, Florida.

LEGAL DESCRIPTION:
 2. Section 24, T17N, R17W, S10E, Monroe County, Florida, contains the following described land:
 A certain lot of land, more or less, bounded on the north by the right-of-way of Southard Street, on the east by the right-of-way of Duval Street, on the south by the right-of-way of Whitehead Street, and on the west by the right-of-way of Duval Street, containing 0.25 acres, more or less, as shown on the plat of the subdivision of the land of the City of Key West, Florida, recorded in Public Record Book 2446, Page 902, of the Public Records of Monroe County, Florida.

LEGAL DESCRIPTION:
 3. Section 24, T17N, R17W, S10E, Monroe County, Florida, contains the following described land:
 A certain lot of land, more or less, bounded on the north by the right-of-way of Southard Street, on the east by the right-of-way of Duval Street, on the south by the right-of-way of Whitehead Street, and on the west by the right-of-way of Duval Street, containing 0.25 acres, more or less, as shown on the plat of the subdivision of the land of the City of Key West, Florida, recorded in Public Record Book 2446, Page 902, of the Public Records of Monroe County, Florida.

LEGAL DESCRIPTION:
 4. Section 24, T17N, R17W, S10E, Monroe County, Florida, contains the following described land:
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LEGAL DESCRIPTION:
 5. Section 24, T17N, R17W, S10E, Monroe County, Florida, contains the following described land:
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Deed

**MONROE COUNTY
OFFICIAL RECORDS**

**FILE #1304491
BK#1789 PG#2036**

Return to: (Enclose self addressed stamped envelope)
Name: STONES & CARDENAS
221 Simonton Street
Key West, FL 33040
(305) 294-0252

**RCD Jun 05 2002 10:04AM
DANNY L KOLHAGE, CLERK**

This Instrument Prepared By:

STONES & CARDENAS
221 Simonton Street
Key West, FL 33040
(305) 294-0252

**DEED DOC STAMPS 5285.00
06/05/2002 PL DEP CLK**

Grantee Social Security Number: XXXXXXXXXX

WARRANTY DEED

THIS INDENTURE made this 30th day of May, 2002, by and between SYBILL NAVAS and ERIC REESE as Trustee(s) of the WILLIAM J. REESE LIVING TRUST DATED AUGUST 23, 1995, whose address is c/o Guttenmacher & Bohatch, P.A., 2600 Douglas Road, Penthouse 8, Coral Gables, FL 33134, as Grantor, and 610 DUVAL STREET, L.L.C., a Florida Limited Liability Company, whose address is 2600 Douglas Road, Penthouse 8, Coral Gables, FL 33134, as Grantee.

WITNESSETH: that said Grantor, for and in consideration of the sum of Ten and 00/100 Dollars (\$10.00) and other good and valuable consideration to said Grantor, in hand paid, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said Grantee, and Grantee's successors, heirs, and assigns forever, the following described property, situate lying and being in the County of Monroe, State of Florida, to-wit:

SEE EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE

Parcel Identification Number: 00012600-000000

SUBJECT TO: Taxes for the year 2002 and subsequent years.

SUBJECT TO: Conditions, limitations, reservations and easements of record.

TOGETHER with all tenements, hereditaments and appurtenances, with every privilege, right, title, interest and estate, reversion, remainder and easement thereunto 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 the said property; that it is free of all encumbrances except as above stated; that Grantor has good right and lawful authority to sell the same; and that the Grantee shall have quiet enjoyment


* "Grantor" and "Grantee" are used for singular or plural, as context requires


FILE #1304491
BK#1789 PG#2037

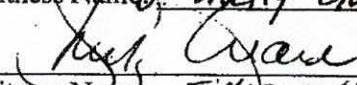
thereof. The said Grantor hereby fully warrants the title to said property, and will defend the same against the lawful claims of all persons whomsoever.

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: Shelly Guzman

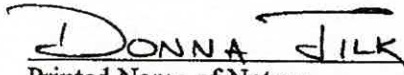

 Sybill Navas
 Trustee


 Witness Name: SHIRLEY J. WARD

State of Colorado
County of EAGLE

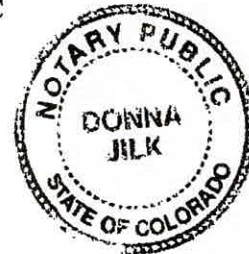
I HEREBY CERTIFY that on this day personally appeared before me, an officer duly authorized to administer oaths and take acknowledgments, Sybill Navas, Co-Trustee of the William J. Reese Living Trust dated August 23, 1995, who is personally known to me to be the individual described in and who executed the foregoing instrument, or who produced CDL # 92 166 4869 as identification, and acknowledged before me that the same was executed freely and voluntarily for the purposes therein expressed.

WITNESS my hand and official seal at FIRST BANK OF VAIL, VAIL, State of Colorado, County of EAGLE, this 28th day of May, 2002.


Printed Name of Notary


NOTARY PUBLIC

My Commission Expires: 12/15/2005



* "Grantor" and "Grantee" are used for singular or plural, as context requires

FILE #1304491
BK#1789 PG#2038

Denise M. Dungey Eric Reese
 Witness Name: Denise M. Dungey Eric Reese
Sarah Wood Trustee
 Witness Name: Sarah Wood

State of Illinois
County of Cook

I HEREBY CERTIFY that on this day personally appeared before me, an officer duly authorized to administer oaths and take acknowledgments, Eric Reese, Co-Trustee of the Wiliam J. Reese Living Trust dated August 23, 1995, who is personally known to me to be the individual described in and who executed the foregoing instrument, or who produced _____ as identification, and acknowledged before me that the same was executed freely and voluntarily for the purposes therein expressed.

WITNESS my hand and official seal at Westchester, State of Illinois, County of Cook, this 29th day of May, 2002.

Dorothy H. Karmowski Dorothy H. Karmowski
 Printed Name of Notary NOTARY PUBLIC

My Commission Expires: 6-7-2004

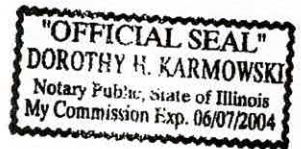


EXHIBIT "A"**FILE #1304491
BK#1789 PG#2039****PARCEL ONE**

The Northerly ½ of the following described property, to -wit: A part of lot Two (2) in Square Sixty-two (62), on the Island of Key West, Florida, according to Wm. A. Whitehead's map, delineated in February, A.D. 1829; Commencing at a point on Duval Street, at the Southeast corner of said Lot Two (2) running thence along the line of said Duval Street, in a Northwesterly direction, Fifty (50) feet; thence at right angles in a Southwesterly direction, Seventy-nine (79) feet; thence at right angles in a Southeasterly direction Fifty (50) feet to the South line of said lot Two; thence at right angles in a Northeasterly direction Seventy-nine (79) feet to the place of beginning on Duval Street.

PARCEL TWO

The Northerly ½ of the following described property, to-wit; A part of said Lot Two (2), according to said Whitehead's map, commencing at a point which is Seventy-nine (79) feet from the corner of Southard and Duval Streets and One Hundred and Fifty-one (151) feet in a Southeasterly direction, back from Southard Street, and running thence from said last named point, in a Southeasterly direction, Fifty (50) feet to the dividing line of Lots One (1) and Two (2); thence along said dividing line in a Southwesterly direction, One Hundred (100) feet; thence at right angles in a Northwesterly direction, Fifty (50) feet; thence at right angles in a Northeasterly direction, One Hundred (100) feet to the place of beginning.

**MONROE COUNTY
OFFICIAL RECORDS**

CERTIFICATE OF AUTHORITY

John S. Bohatch and Edward P. Guttenmacher, being duly sworn, state as follows:

- #1. We are two of the three Managers/Members of 610 Duval St., LLC, each owning a one third interest in the entity.
- #2. The remaining one third interest is owned by Frank Strafaci.
- #3. Attached is a copy of the Annual Report filed with the State of Florida on April 10, 2022.
- #4. Attached is a copy of the Recorded Warranty Deed by which 610 Duval Street, LLC, took title to the real estate at 610 Duval Street, Key West, Florida 33040.
- #5. We attest to the fact that Frank Strafaci has the authority to conduct business and execute documents and agreements on behalf of 610 Duval St., LLC.



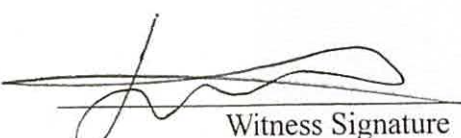
John S. Bohatch



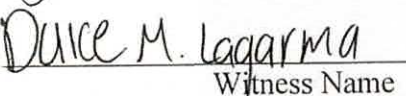
Witness Signature



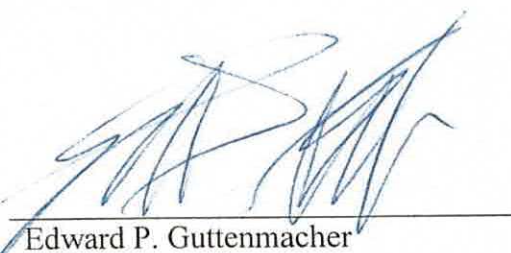
Witness Name



Witness Signature



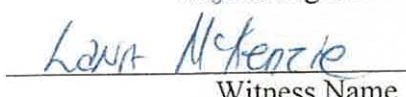
Witness Name



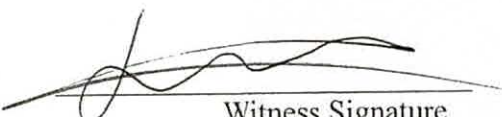
Edward P. Guttenmacher



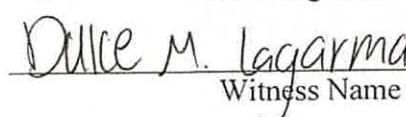
Witness Signature



Witness Name



Witness Signature



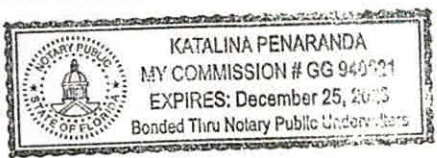
Witness Name

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me on this 13 day of May, 2022
by **John S. Bohatch**, who is personally known to me or who has provided N/A as
identification.

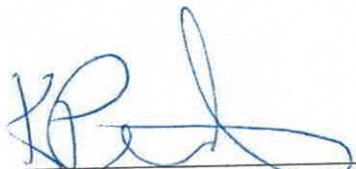


Notary Public--State of Florida
Print Notary Name:
My Commission Number is:
My Commission Expires:



STATE OF FLORIDA
COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me on this 13 day of May, 2022
by **Edward P. Guttenmacher**, who is personally known to me or who has provided
N/A as identification.



Notary Public--State of Florida
Print Notary Name:
My Commission Number is:
My Commission Expires:

