



## THE CITY OF KEY WEST

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

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May 22, 2015

Trepanier & Associates  
1421 First Street  
Key West, FL 33040

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

To: Trepanier & Associates

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

### **BPAS Applicability**

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

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

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

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

### **Background:**

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

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

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

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

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

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



**Analysis:**

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

**Permits:**

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

**Surveys:**

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

**Property Record:**

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

**Leases:**

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

**FCAA:**

- a. 1986, Letter, 2 units;

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

**FCAA:**

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

**Old Property Card:**

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

**Keys Energy:**

- a. 2014, 1 unit;

**Utilities:**

- a. 2015, Billed as 1 residential unit;

**Licensing:**

- a. 2015, 1 residential unit;

**Determination:**

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

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

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

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

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

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

Respectfully,



Melissa Paul-Leto  
Planner Analyst

Attachments:

- 1 Planning Department Findings
- 2 LUD Application

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

# Attachment 1

## Planning Department Findings

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

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

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



# APPLICATION FOR FLOODPLAIN BUILDING PERMIT



**CITY OF KEY WEST, FLORIDA**  
 3140 FLAGLER AVE., KEY WEST, FL 33040  
 PHONE: 305-609-3956 FAX: 305-609-3975

Permit No.  
**#14-4906**

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

At time of submission, a \$50 application fee is due.

APPLICANT DETAILS

**10-23-14 MC**

Street Address of proposed construction: **2717 Staples Ave Key West FL**

Property owner's name as applicant or agent: **US Bank National Association**

Property owner's mailing address: **1015 S Congress Ave Suite 200 Key West Beach FL 33040**

Contractor's Company name: **GTR Builders Inc**

Contractor's Contact Person: **Monica Hurtado**

Architect/Engineer's Name:

Architect/Engineer's Address:

PERMIT TO ENTER ALL WORKSITES MUST BE OBTAINED WITHIN 48 HOURS BEFORE

**RECEIVED**  
**OCT 22 2014**

Phone #

Phone # **305-251-5455**

E-mail: **monica@gtrbuilders.com**

Phone #

E-mail

BY: **MC LM**

Involves Contributing Historic Structure:  Yes  No  N/A

Value of Construction: \$ **8000.00**

Describe proposed construction in detail, including quantities & square footage: **Demol structure complete - including slabs. Non historic structure**

**Demolition of concrete structure including all slab work on property including slab/ped support structure and foundation. Grade earth upon completion. haul down debris to landfill.**

Number of Detached Units: **1**

Type of Work. Circle all that apply:

New Construction	Commercial
Addition	After-the-Fact
<b>Demolition</b>	Interior
Renovation/Repair	Site Work
Hurricane Shutters	Exterior

HARC = **Non-Historic**

FLOODPLAIN PERMIT				
FORM NO. 2 (REV. 08/07)				
Permit Fee	\$50.00	Plan Review	Permit Fee	\$50.00
Permit Fee	\$50.00	Permit Fee	Permit Fee	Permit Fee

Demolition of buildings: for each \$1,000.00 of assessed cost of construction or fractional part thereof: **\$50.00**

Section 170.001, Florida Statutes, requires that a permit be obtained for the demolition of any building or structure on any property in the State of Florida. This permit is required for the demolition of any building or structure on any property in the State of Florida. This permit is required for the demolition of any building or structure on any property in the State of Florida.

Section 170.002, Florida Statutes, requires that a permit be obtained for the demolition of any building or structure on any property in the State of Florida. This permit is required for the demolition of any building or structure on any property in the State of Florida.

Section 170.003, Florida Statutes, requires that a permit be obtained for the demolition of any building or structure on any property in the State of Florida. This permit is required for the demolition of any building or structure on any property in the State of Florida.

Section 170.004, Florida Statutes, requires that a permit be obtained for the demolition of any building or structure on any property in the State of Florida. This permit is required for the demolition of any building or structure on any property in the State of Florida.

Section 170.005, Florida Statutes, requires that a permit be obtained for the demolition of any building or structure on any property in the State of Florida. This permit is required for the demolition of any building or structure on any property in the State of Florida.

I have obtained all necessary approvals from Associations, Government Agencies, HARC, and other parties as applicable, in order to complete the above described work.

Owner (print name): **Bradley W. Jensen**  
 Owner Signature: **Bradley W. Jensen**  
 State of Florida: **Me**  
 Date of Issue: **October 20 14**

I have obtained all necessary approvals from Associations, Government Agencies, HARC, and other parties as applicable, in order to complete the above described work.

Contractor Qualifier: **George Flynn**  
 Qualifier Signature: **George Flynn**  
 State of Florida: **Me**  
 Date of Issue: **October 20 14**



Building Official, Assistant Building Official or Plan Reviewer: Approved for issuance of permit.  
 Date: **10-24-14**  
 Cost of Permit: **240.00**  
**256.00**

Office use only: Trans date: **10/23/14** Time: **11:35:08**

**8500.00**  
**9197.00**





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

ALL ANGLES DEPICTED  
ARE 90 DEGREES UNLESS  
OTHERWISE INDICATED

ALL UNITS ARE SHOWN IN  
U.S. SURVEY FEET

ADDRESS:  
2717 STAPLES AVENUE,  
KEY WEST, FL 33040

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

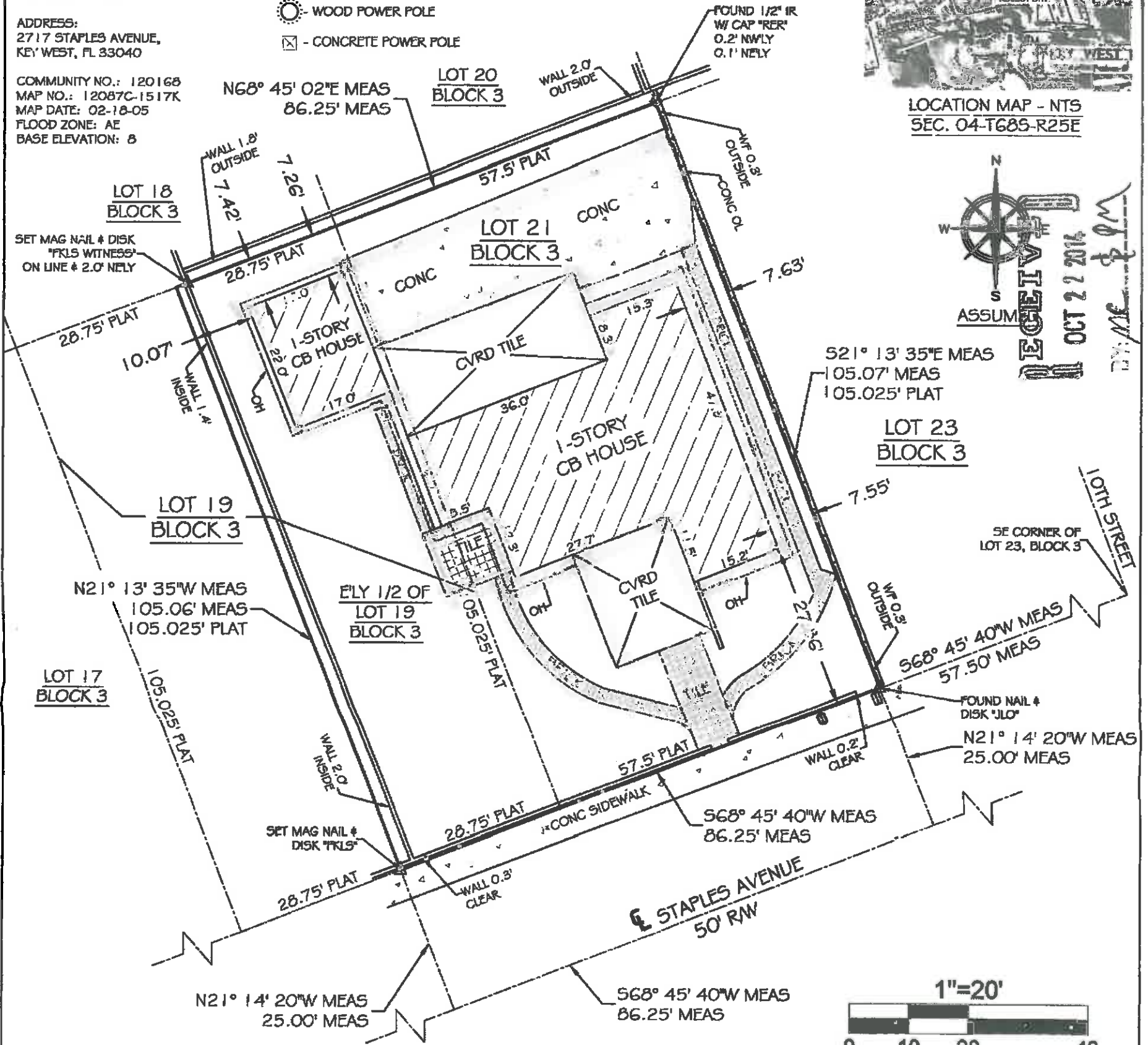
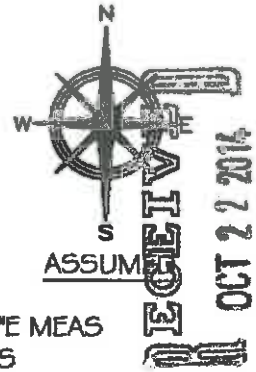
# MAP OF BOUNDARY SURVEY

## LEGEND

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



LOCATION MAP - NTS  
SEC. 04-T685-R25E



TOTAL AREA = 9,061.87 SQFT ±

**LEGAL DESCRIPTION -**  
Lot 21 and the East half of Lot 19, Block 3, CORAL REEF ESTATES,  
according to the Plat thereof, as recorded in Plat Book 3, at Page 36, of  
the Public Records of Monroe County, Florida.  
*John Costa*  
PLANS REVIEWED BY BUILDING 10-24-14

**CERTIFIED TO -**  
I HEREBY AGREE TO COMPLY WITH ALL  
ORDINANCES OF THE CITY OF KEY WEST  
AND ALL FEDERAL, STATE AND MONROE  
COUNTY LAWS WHETHER SHOWN ON THIS  
PLAN OR NOT.  
OWNER/AGENT *[Signature]*

NOTE: FOUNDATIONS BENEATH THE SURFACE ARE NOT SHOWN. MEASURED DIMENSIONS EQUAL PLATTED OR DESCRIBED DIMENSIONS UNLESS INDICATED OTHERWISE.  
THE FOLLOWING IS A LIST OF ABBREVIATIONS THAT MAY BE FOUND ON THIS SHEET.

BFP = BACK-FLOW PREVENTER	GUY = GUY WIRE	POC = POINT OF COMMENCEMENT
BO = BELLW OUT	HS = HOSE END	PRC = POINT OF REVERSE CURVE
C & G = 2" CONCRETE CHRO & GUTTER	IF = IRON PIPE	PRM = PERMANENT REFERENCE MONUMENT
CB = CONCRETE BLOCK	IR = IRON ROD	PT = POINT OF TANGENT
CBP = CONCRETE BLOCK WALL	L = APC LENGTH	R = RADIUS
CL = CENTERLINE	LE = LANDSCAPING	RAW = RIGHT OF WAY LINE
CLP = CHAINLINK FENCE	MB = MAILBOX	SSCO = SANITARY SEWER CLEAN-OUT
CM = CONCRETE MONUMENT	MEAS = MEASURED	SW = SIDE WALL
CC = CONCRETE	MP = METAL PENCE	TBM = TEMPORARY BENCHMARK
CPP = CONCRETE POWER POLE	MHWL = MEAN HIGH WATER LINE	TCS = TOP OF BANK
CVRD = COVERED	NGVD = NATIONAL GEODETIC VERTICAL DATUM (1929)	TOS = TOP OF SLOPE
DELTA = CENTRAL ANGLE	NTS = NOT TO SCALE	TS = TRAFFIC SIGN
DEADE = DRAINAGE EASEMENT	OH = ROOF OVERHANG	TYP = TYPICAL
EL = ELEVATION	OHW = CURB TO WIRE	UIR = UNPERFORABLE
ENCL = ENCLOSURE	PC = POINT OF CURVE	LIE = UTILITY EASEMENT
EP = EDGE OF PAVEMENT	PCF = POINT OF CURVE FOUND CURVE	WD = WOOD DECK
FP = FINISHED FLOOR ELEVATION	PK = PARKING METER	WF = WOOD FENCE
FH = FIRE HYDRANT	PCP = PERMANENT CONTROL POINT	WL = WOOD LANCING
FI = FENCE INSIDE	PK = FRIKER KALON NAIL	WM = WATER METER
FO = FOUND	PPS = POINT OF BEGINNING	WCP = WOOD POWER POLE
FO = FENCE OUTSIDE	PI = POINT OF INTERSECTION	WPACK LINE = LINE OF DECKS ON SHOPS
FOL = FENCE ON LINE		WV = WATER VALVE

NOTE: LEGAL DESCRIPTIONS HAVE BEEN FURNISHED BY THE CLIENT OR HIS/her REPRESENTATIVE. PUBLIC RECORDS HAVE NOT BEEN RESEARCHED BY THE SURVEYOR TO DETERMINE THE ACCURACY OF THESE DESCRIPTIONS NOR HAVE ADJOINING PROPERTIES BEEN RESEARCHED TO DETERMINE OVERLAPS OR HIATUS. ADDITIONS OR DELETIONS TO SURVEY MAP OR REPORT BY OTHER THAN THE SIGNING PARTY IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY. THE BOLD LINE SHOWN HEREON REPRESENTS THE SURVEYORS OPINION OF THE DEED LINES. THE MEAN HIGH WATER LINE WAS NOT DETERMINED FOR THIS SURVEY, THE APPARENT MEAN HIGH WATER LINE IS SHOWN FOR REFERENCE ONLY.

SCALE:	1"=20'
FIELD WORK DATE	10/06/2014
REVISION DATE	XX/XX/XXXX
SHEET	1 OF 1

I HEREBY CERTIFY THAT THIS SURVEY WAS MADE UNDER MY RESPONSIBLE CHARGE AND MEETS THE STANDARDS OF PRACTICE AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTERS 2014-147 & 5J-17.05, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES AND COMPLIES WITH CHAPTER 177, PART II FLORIDA STATUTES.

NOT VALID WITHOUT THE SIGNATURE AND THE RAISED SEAL OF A FLORIDA SURVEYOR AND MAPPER



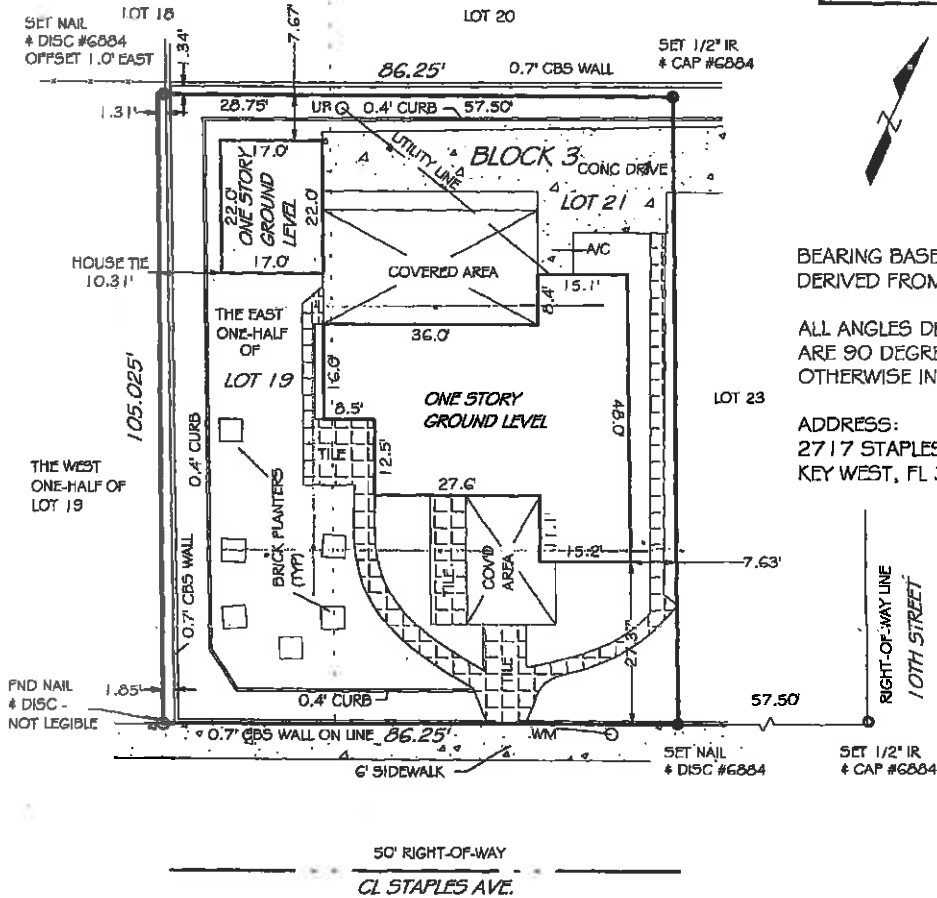
**FLORIDA KEYS LAND SURVEYING**  
19960 OVERSEAS HIGHWAY  
SUGARLOAF KEY, FL 33042  
PHONE: (305) 394-3690  
EMAIL: FKL5email@Gmail.com



MAP OF BOUNDARY SURVEY  
 LOTS 21 AND THE EAST ONE-HALF OF LOT 19,  
 BLOCK 3 CORAL REEF ESTATES



LOCATION MAP - N.T.S.



BEARING BASE:  
 DERIVED FROM PLAT

ALL ANGLES DEPICTED  
 ARE 90 DEGREES UNLESS  
 OTHERWISE INDICATED

ADDRESS:  
 2717 STAPLES AVE.  
 KEY WEST, FL 33040

REVISIONS:

1. UPDATE OF SURVEY #5011306 1-18-05 DH

CERTIFIED TO -  
 STEADMAN & SHELLIE JACKSON  
 SOUTHERNMOST MORTGAGE COMPANY, its successors and/or assigns  
 CHICAGO TITLE INSURANCE COMPANY

NOTE: LEGAL DESCRIPTIONS HAVE BEEN FURNISHED BY THE CLIENT OR HIS/HER REPRESENTATIVE. PUBLIC RECORDS HAVE NOT BEEN RESEARCHED BY THE SURVEYOR TO DETERMINE THE ACCURACY OF THESE DESCRIPTIONS NOR HAVE ADJOINING PROPERTIES BEEN RESEARCHED TO DETERMINE OVERLAPS OR MISMATCHES.

FOUNDATIONS BENEATH THE SURFACE ARE NOT SHOWN. MEASURED DIMENSIONS EQUAL PLATTED OR DESCRIBED DIMENSIONS UNLESS INDICATED OTHERWISE.

THE FOLLOWING IS A LIST OF ABBREVIATIONS THAT MAY BE FOUND ON THIS SHEET.

- |  |   |   |
|--|---|---|
| <ul style="list-style-type: none"> <li>Δ = CENTRAL ANGLE</li> <li>ASPH = ASPHALT</li> <li>A = ARC LENGTH</li> <li>C = CENTERLINE</li> <li>CM = CONCRETE FOUNDMENT</li> <li>CONG = CONCRETE</li> <li>COVD = COVERED</li> <li>GRADE = DRAINAGE ENGAGEMENT</li> <li>EL = ELEVATION</li> <li>ENCL = ENCLOSED</li> <li>ENCR = ENCROACHMENT</li> <li>EDP = EDGE OF PAVEMENT</li> <li>FF = FRESHED FLOOR</li> <li>FI = FENCE INFIRE</li> <li>FND = FOUND</li> <li>FO = FENCE OUTSIDE</li> <li>FL = FENCE ON LINE</li> </ul> | <ul style="list-style-type: none"> <li>IF = IRON PIPE</li> <li>IR = IRON ROD</li> <li>MBIS = MEASURED</li> <li>NOVD = NATIONAL GEODETIC VERTICAL DATUM (1929)</li> <li>NTS = NOT TO SCALE</li> <li>PC = POINT OF CURVE</li> <li>PCD = POINT OF COMMENCEMENT CURVE</li> <li>POP = PERMANENT CONTROL POINT</li> <li>PKL = PARKER KALON WALL</li> <li>PL = PROPERTY LINE</li> <li>POS = POINT OF BEGINNING</li> <li>PI = POINT OF INTERSECTION</li> <li>PCJ = POINT OF COMMENCEMENT</li> </ul> | <ul style="list-style-type: none"> <li>PEC = POINT OF REVERSE CURVE</li> <li>PEN = PERMANENT REFERENCE MONUMENT</li> <li>PT = POINT OF TANGENT</li> <li>R = RADIUS</li> <li>RES = RESIDENCE</li> <li>RCL = ROOF CHIMNEY LINE</li> <li>ROV = RIGHT OF WAY</li> <li>TYP = TYPICAL</li> <li>UTL = UTILITY</li> <li>SPRINT = SURVEY</li> <li>UL = UTILITY POLE</li> <li>WM = WATER METER</li> </ul> |
|--|---|---|

LEGAL DESCRIPTION -

Lot 21 and the East one-half of Lot 19, Block 3, CORAL REEF ESTATES, according to the Plat thereof as recorded in Plat Book 3, Page 36 of the Public Records of Monroe County, Florida.

SCALE	1"=20'
FIELD WORK DATE	01/17/05
REVISION DATE	01/18/05
SHEET	1 OF 1
DRAWN BY	KB
CHECKED BY	RR
INVOICE NO.	4012106

I HEREBY CERTIFY THAT THIS SURVEY WAS MADE UNDER MY RESPONSIBLE CHARGE AND MEETS THE MINIMUM TECHNICAL STANDARDS AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 61G 17-6, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES. THIS SURVEY, WHEN SCHEDULE B HAS BEEN PROVIDED MEETS THE PROVISIONS OF FLORIDA ENDORSEMENT FORM 9, SUBPARAGRAPH 1(B) (1)(SETBACKS), 1(B)(2)(ENCROACHMENTS), & 1(B)(3)(MEASUREMENTS), SCHEDULE 'B' HAS NOT BEEN PROVIDED.

SIGNED   
 ROBERT E. REECE, FPM #5632 PROFESSIONAL SURVEYOR AND MAPPER, LB #6884

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

#5 SHIPS WAY, BIG PINE KEY, FL. 33043  
 OFFICE (305) 872 - 1348  
 FAX (305) 872 - 5622

NOT VALID WITHOUT THE SIGNATURE AND THE REGISTERED SEAL OF A FLORIDA SURVEYOR AND MAPPER.

Monroe County Property Record Card (020)

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

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

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

Associated Names

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

Legal Description

KW CORAL REEF ESTATES PB3-36 E 1/2 LOT 19 & ALL LOT 21 SQR 3 OR323-206/207 OR615-532 OR752-1301 OR809-1236 OR1012-1832Q/C OR1016-1689/1690 OR1871-1797AF OR1978-1736 OR2089-1268

Land Data 1.

Line ID	Use	Front	Depth	Notes	# Units	Type	SOH %	Rate	Depth	Loc	Shp	Phys	Class	ROGO	Class Value	Just Value
7469	010D	86	105	No	9,058.40	SF	100.00		1.00	1.00	1.00	0.80		N		
Total Just Value																

Monroe County Property Record Card (020)

Alternate Key: 1071722

Roll Year 2010

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

OPU 5 : 1 1989 110 004 100.00

Miscellaneous Improvements

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

Total Depreciated Value

Appraiser Notes

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

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

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

Building Permits

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

Monroe County Property Record Card (020)

Alternate Key: 1071722

Roll Year 2010

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

Sales History

Book	Page	Sale Date	Instrument	Transfer Code	Q/ U	Vacant	Sale Price
1016	1689	6/1/1987	Warranty Deed	0	M	I	160,000
1978	1736	2/20/2004	Warranty Deed	0	Q	I	739,000
2089	1268	2/22/2005	Warranty Deed	0	Q	I	895,000

Exemptions

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



## RENTAL AGREEMENT

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

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

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

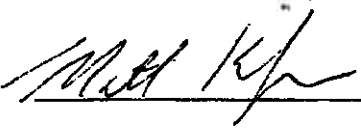
**15. Lead Paint Clause:** " Every purchaser of any interest in residential real property on which residential dwelling was built prior to 1978 us notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning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

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

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

Signed in presence of :

\_\_\_\_\_  
Witness

  
\_\_\_\_\_

Lessee

\_\_\_\_\_  
Witness

  
\_\_\_\_\_

Lessor

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

RENTAL AGREEMENT

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

*MILKIE HENDERSON*

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

1. **Occupants:** The said premises shall be occupied by no more than 3 adults and 0 children. Lessee will notify Lessor of any additional persons not listed in this paragraph.

2. **Pets:** No pets shall be brought on the premises without the prior written consent of the Lessor. There is a \$100.00 non-refundable deposit for pets.

3. **Ordinances and Statutes:** Lessee shall comply with all statutes, ordinances, and requirements of all municipals, state and federal authorities now in force, or which may hereafter be in force, pertaining to the use of the premises.

4. **Repairs and Alterations:** Lessee shall be responsible for damages caused by his negligence and that of his family and invited guests. Lessee shall not paint, paper or otherwise redecorate or make alterations to the premises without the prior written consent of the Lessor. All alterations, additions, or improvements made to the premises with the consent of the Lessor shall become property of the Lessor and shall remain upon and be surrendered with the premises.

5. **Upkeep of Premises:** Lessee shall keep and maintain the premises in a clean and sanitary condition at all times, and upon the termination of the tenancy shall surrender the premises to the Lessor in as good as when received, ordinary wear and damage by the elements expected.

6. **Assignment and Subletting:** Lessee shall not assign this Agreement or sublet any portion of the premises without prior written consent of the Lessor.

7. **Utilities:** Lessor shall be responsible for the payment of electric, water, garbage and sewer, up to \$ 0 combined total per month. Lessee will be

*[Handwritten signatures and initials]*

# Exhibit B

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

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

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

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

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

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

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

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



# Exhibit B

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

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

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


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

Signed in presence of :

Witness N/A

N/A

Witness

  
\_\_\_\_\_  
Lessee

  
\_\_\_\_\_  
Lessor

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

# Exhibit C

JULIA C HUNT  
2717 Staples Avenue  
Key West, FL 33040

1079

63-643/870  
BRANCH 00795

Pay to the  
order of

Teddy Jackson

02-29-08 Date

1 \$ 600.00

Six Hundred + 00/100

Dollars



**WACHOVIA**  
Wachovia Bank, N.A.  
wachovia.com

For

RENT

*[Signature]*

NY

⑆067006432⑆1010145465450⑆1079

RENTAL AGREEMENT

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

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

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

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

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

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

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

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

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

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



# Exhibit C

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

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

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

Signed in presence of :

1027  
60-848/670  
BRANCH 0275

09-01-06 DATE

JULIA C HUNT  
5650 Laurel Ave  
Key West, FL 33040  
(305) 407-4345

Teddy Jackson

\$ 3,100.00

PAY TO THE ORDER OF: Three thousand + 00/100 DOLLARS

WACHOVIA  
Wachovia Bank, N.A.  
wachovia.com

FIRST & LAST RENT + 1/2 SECURITY

1:0870084320101014548545011 1027

1027

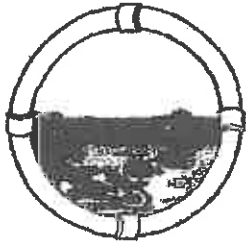
... applicable

... have questions about the

... provision of this agreement, you may want to seek

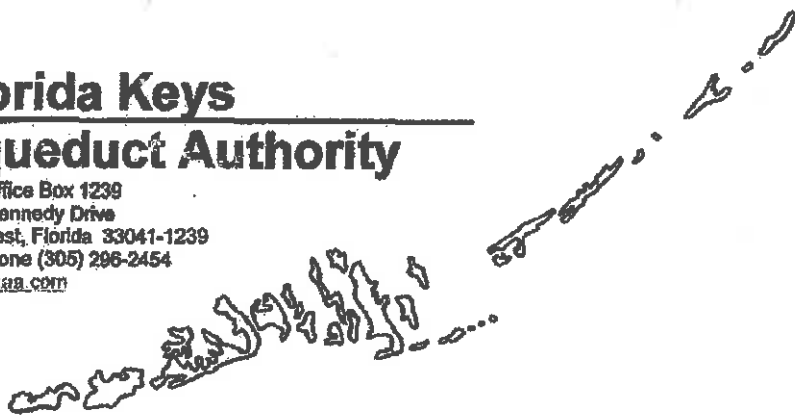
... with a lawyer or other qualified person.

N  
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assi



## Florida Keys Aqueduct Authority

Post Office Box 1239  
1100 Kennedy Drive  
Key West, Florida 33041-1239  
Telephone (305) 296-2454  
[www.fkaa.com](http://www.fkaa.com)



# Exhibit G

J. Robert Dean  
Chairman  
District 3

Antoinette M. Appell  
Vice-Chairman  
District 4

Brian L. Baroco  
Secretary/Treasurer  
District 1

Melva G. Wagner  
District 2

David C. Ritz  
District 5

Kirk C. Zuelch  
Executive Director

January 15, 2015

To whom it may concern:

RE: 006894-1  
2717 Staples Ave  
Key West

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

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

Sincerely,

**FLORIDA KEYS AQUEDUCT AUTHORITY**

Olivia Reyes  
Customer Service Representative  
Florida Keys Aqueduct Authority

## Melissa Paul-Leto

---

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

Hello Melissa,

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

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

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

Regards,

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

---

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

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

THOMPSON, LAWRENCE A  
 2717 STAPLES AVE ETUX  
 KEY WEST FL 33040

2717 Staples 9150

KV CORAL REEF ESTATES PB 3-36  
 A SUB LYING NORTH OF FLAGLER AVE  
 & WEST OF 10TH ST  
 LOT 21 SUB 3  
 DR 337-206-207 OR 45-532  
 DR 152-1801

LAND COMPUTATIONS						
QUAN-TYPE-DESC	SIZE-AREA	UNIT PRICE	D.F.	EF	PRICE PER FRONT FOOT	VALUE
	572.105	65	101		65.65	3740
	577.105	81.25	101		82.00	4677
						4677
						<del>3740</del>
						TOTAL

REAL PROPERTY RECORD CARD

MONROE COUNTY FLORIDA  
 AK 1071722

VALUATION TOTALS		
1966	LAND	<del>3740</del>
	IMPROVEMENTS	<del>13,290</del>
	TOTAL	<del>17,030</del>
	LAND	<del>3740</del>
	IMPROVEMENTS	<del>15,250</del>
	TOTAL	<del>19,000</del>
	LAND	4677
	IMPROVEMENTS	18,904
	TOTAL	23,581
	LAND	
	IMPROVEMENTS	
	TOTAL	
	LAND	
	IMPROVEMENTS	
	TOTAL	
	LAND	
	IMPROVEMENTS	
	TOTAL	



6-21-89 this parcel now has  
 RE 6777 + RE 6731 assessed  
 under this # for assessment  
 purposes. L.H.

PHOTO  
 IMP # 3

PHOTO  
 IMP # 4

NOTES -  
 3100 FT - 2 FT HIGH  
 66/24000 Subj. To Map 662/130  
 0/1 of 11 7840 100  
 111 of 21 17250  
 111 of 25 1450  
 25850  
 67/26000 OR 399-1070-11  
 11.55 lots P119 + 23  
 12-25-82 4/4/82 1,500  
 10/15/2001 OR 450-111  
 also 6777 + 2731  
 1976  
 See P. 6777 for Sales Price







Quick Info **Account Details**

<b>Account Info</b>		<b>Service Address</b>									
Account	5420735 18	Active	<input type="checkbox"/>	House #	2717	Mod		Street	STAPLES AVE	Apt	
Name	VACANT			Region		City	KEY WEST	State	FL		
Customer				Home		Bus		Zip	33040		

Ready

Service Summary (BROWSE) Service Details (BROWSE)



Main **Detail** Balances / Aging Screen Audit

Billing Information

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

Main **Additional**

Service Information

Service	E	ELECTRIC	No units	1	<b>Disconnect</b>	
Location	I	In City	Start	2014-10-01		
Category	R	RESIDENTIAL	Final			
SE code	110	RESIDENTIAL	Final pend			
Billing	1	MONTHLY BILLING	Inactive from	2014-10-01		
Rate code	1	RESIDENTIAL	Inactive to			
<b>Disconnect</b>	Code	N	Reason	No	Date	
	Reconnect					

Exemptions

Late pay	N	
Interest	N	
Estimate	N	
Disconnect	<input type="checkbox"/>	
Reason		
Taxes	N	
Reason		

Notices

	1	2	3
Current	N	N	N
Prior	N	N	N

Deposits

On file	0.00
Required	0.00
To collect	0.00

Readings

Last read	
Last billed	
Amount	0.00
Last payment	
Amount	0.00
Due date	

## **Melissa Paul-Leto**

---

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

Melissa-

It has always billed as 1 residential unit.

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

Thanks

---

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

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

## Melissa Paul-Leto

---

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

No licensing. Appears to be one residential unit only.

---

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

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

**Attachment 2**  
LUD Application





# Application For Lawful Unit Determination

City of Key West, Florida • Planning Department

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

**Application Fee: \$1,000.00**

Ordinance 13-09, Effective March 1, 2011

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

### PROPERTY DESCRIPTION:

Site Address: 2717 Staples Avenue

Real Estate (RE) #: 00067790-000000

Alternate Key: 1071722

Zoning District: Single Family

Total Land Area (sq ft): 9,057 SF

Property located within the Historic District?

Yes

No

### APPLICANT:

Owner

Authorized Representative

Name: Trepanier & Associates, Inc.

Mailing Address: 1421 First Street

City: Key West

State: FL

Zip: 33040

Home/Mobile Phone: \_\_\_\_\_

Office: 305-293-8983

Fax: 305-293-8748

Email: lori@owentrepanier.com

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

Name: TDJ Developments and Properties Inc.

Mailing Address: 2908 Harris Avenue

City: Key West

State: FL

Zip: F33040

Home/Mobile Phone: 305-304-6489

Office: \_\_\_\_\_

Fax: \_\_\_\_\_

Email: TDJDevelopments@aol.com

Is this request based on a code case?

Yes

No

Case Number: \_\_\_\_\_

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

<sup>1</sup> Please provide City Licensing Records from the Building Department

<sup>2</sup> All units allocated as affordable are subject to Section 122-1467(c), (d), (e), and (f) of the Workforce Housing Ordinance. Applicant Eligibility Requirements are subject to Section 122-1469 (2) through (15) of the Workforce Housing Ordinance. Affordable housing projects enabled by federal tax credit housing are not subject to 122-1467(c).

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

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

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

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

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

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

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

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

**The review process for lawful unit determination is as follows:**

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

**Application checklist:**

- Application fee. Please make checks payable to "City of Key West."
- Notarized verification form signed by property owner or the authorized representative.
- Notarized authorization form signed by property owner, if applicant is not the owner.
- Copy of recorded warranty deed
- Survey
- Sketch of site and floor plan
- Supporting documentation that unit existed

**City of Key West  
Planning Department**



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

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

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

2717 Staples Avenue

*Street Address of subject property*

All of the answers to the above questions, drawings, plans and any other attached data which make up the application, are true and correct to the best of my knowledge and belief. In the event the City or the Planning Department relies on any representation herein which proves to be untrue or incorrect, any action or approval based on said representation shall be subject to revocation.

*Signature of Authorized Representative*

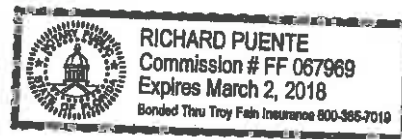
Subscribed and sworn to (or affirmed) before me on this March 6 2015 by

Owen J. Trepanier  
*Name of Authorized Representative*

*date*

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

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



FF067969  
*Commission Number, if any*

City of Key West  
Planning Department



Authorization Form  
(Where Owner is a Business Entity)

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

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

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

authorize Trepanier & Associates, Inc.  
*Please Print Name of Representative*

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

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

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

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

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

Richard Puente  
*Notary's Signature and Seal*



Richard Puente  
*Name of Acknowledger typed, printed or stamped*

FF 067969  
*Commission Number, if any*

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

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

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

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

Doc# 2015267  
Bk# 2724 Pg# 232

File Number: 1205510055A  
APN/PIN:  
0006779000000046825

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

797 39570-2

Ref-2ND

#### SPECIAL WARRANTY DEED

**This Special Warranty Deed** made between U.S. BANK NATIONAL ASSOCIATION, AS TRUSTEE FOR ADJUSTABLE RATE MORTGAGE TRUST 2005-5, ADJUSTABLE RATE MORTGAGE BACKED PASS THROUGH CERTIFICATES, SERIES 2005-5 whose address is C/O WELLS FARGO BANK, N.A., 8480 STAGECOACH CIRCLE, FREDERICK, MD 21701, Grantor, and T.D.J. DEVELOPMENTS & PROPERTIES, INC. whose address is 511 AVENUE C, KEY WEST, FL 33040, Grantee:

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

**Witnesseth**, that said Grantor, for and in consideration of the sum \$276,250.00 and other good and valuable considerations to said Grantor in hand paid by said Grantee, the receipt and sufficiency whereof is hereby acknowledged, has Granted, bargained, and sold to the said Grantee, and Grantee's successors, heirs and assigns forever, the following described land, situate, lying and being in MONROE County, Florida, to-wit:

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

#### SUBJECT TO:

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



authority;

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

TOGETHER with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining TO HAVE AND TO HOLD, the same in fee simple forever.

And the Grantor hereby covenants with said Grantee that the grantor is lawfully seized of said land in fee simple; that the Grantor has good right and lawful authority to sell and convey said land; that the Grantor hereby specially warrants that title to the land is free from all encumbrances made by Grantor, and will defend the same against the lawful claims of all persons claiming by, through or under Grantor, but against none other.

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


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

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

SIGNED IN THE PRESENCE OF THE FOLLOWING WITNESSES:

Witness: 

Name: Amanda M Lind

Witness: 

Name: Lisa Vanhaaften

State of Iowa

County Dallas

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

Scott Gates (Signature) (Stamp or Seal)

Notary Public



+U05134291+

7906 2/3/2015 79739570/2

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

PAYMENTS DUE INVOICE  
PROGRAM PZ821L

-----  
PROJECT NUMBER: 15-83500021 2717 STAPLES - LUD

FEE DESCRIPTION AMOUNT DUE  
-----

DETERMINATION OF LAWFUL UNIT 1000.00  
TOTAL DUE 1000.00

Please present this invoice to the cashier with full payment.

Over: KEYBLD Type: OC Drawer: 1  
Date: 3/25/15 52 Receipt no: 17363  
PZ 2015 03500021 PLANNING & ZONING 1.00 \$1000.00  
Trans number: 3043829 \$1000.00  
CK CHECK 5610 \$1000.00  
Trans date: 3/25/15 Time: 7:34:19