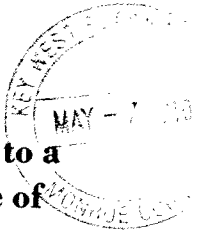


Verification Forms

Verification Form



Please note, variances are quasi-judicial hearings and it is improper to speak to a Planning Board or Board of Adjustment Member about the variance outside of the hearing.

This form should be completed by the applicant. Where appropriate, please indicate whether applicant is the owner or a legal representative. If a legal representative, please have the owner(s) complete the following page, "Authorization Form."

Kennedy Center Condominium Association, Inc. being duly sworn, depose and say
Name(s) of Applicant(s)

that: We are (check one) the ___ Owner ___ X Owner's Legal Representative
for the property identified as the subject matter of this application:

1010 Kennedy Drive, Key West, Florida 33040

Street Address and Commonly Used Name (if any)

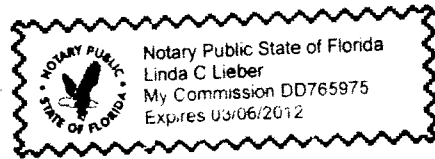
All of the answers to the above questions, drawings, plans and any other attached data which make up this application, are true and correct to the best of my knowledge and belief and that if not true or correct, are grounds for revocation of any action reliant on said information.

Signature of Owner/Legal Representative _____ Signature of Joint/Co-owner/Legal Representative _____
John R. Allison III, President

Subscribed and sworn to (or affirmed) before me on May 6, 2010 (date) by
John R Allison III (name). He/She is personally known to me or has

presented _____ as identification.

[Signature]
Notary's Signature and Seal



Linda C Lieber Name of Acknowledger typed, printed or stamped

_____ Title or Rank _____ Commission Number (if any)

Verification Form

Please note, variances are quasi-judicial hearings and it is improper to speak to a Planning Board or Board of Adjustment Member about the variance outside of the hearing.

This form should be completed by the applicant. Where appropriate, please indicate whether applicant is the owner or a legal representative. If a legal representative, please have the owner(s) complete the following page, "Authorization Form."

Kennedy Building Associates, LLC being duly sworn, depose and say
Name(s) of Applicant(s)

that: We are (check one) the Owner _____ Owner's Legal Representative
for the property identified as the subject matter of this application:

1010 Kennedy Drive, Key West, Florida 33040

Street Address and Commonly Used Name (if any)

All of the answers to the above questions, drawings, plans and any other attached data which make up this application, are true and correct to the best of my knowledge and belief and that if not true or correct, are grounds for revocation of any action reliant on said information.



Signature of Owner/Legal Representative
Pritam Singh, Manager

Signature of Joint/Co-owner/Legal Representative

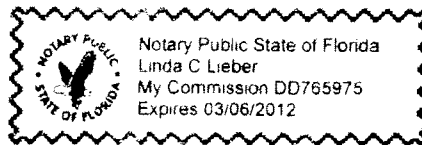
Subscribed and sworn to (or affirmed) before me on Feb 26, 2010 (date) by

Pritam Singh (name). He/She is personally known to me or has

presented _____ as identification.



Notary's Signature and Seal



Name of Acknowledger typed, printed or stamped

Title or Rank _____ Commission Number (if any)

Verification Form

Please note, variances are quasi-judicial hearings and it is improper to speak to a Planning Board or Board of Adjustment Member about the variance outside of the hearing.

This form should be completed by the applicant. Where appropriate, please indicate whether applicant is the owner or a legal representative. If a legal representative, please have the owner(s) complete the following page, "Authorization Form."

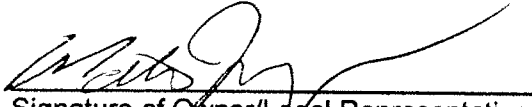
AT&T Mobility being duly sworn, depose and say
Name(s) of Applicant(s)

that: We are (check one) the _____ Owner X Owner's Legal Representative
for the property identified as the subject matter of this application: (Coapplicant)

1010 Kennedy Drive, Key West, Florida 33040

Street Address and Commonly Used Name (if any)

All of the answers to the above questions, drawings, plans and any other attached data which make up this application, are true and correct to the best of my knowledge and belief and that if not true or correct, are grounds for revocation of any action reliant on said information.



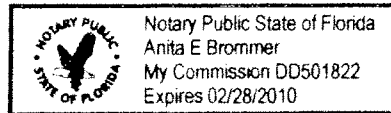
Signature of Owner/Legal Representative
Matthew H. Jerry, Authorized Agent

Signature of Joint/Co-owner/Legal Representative

Subscribed and sworn to (or affirmed) before me on February 25, 2010 (date) by
Matthew H. Jerry (name). He/She is personally known to me or has
presented _____ as identification.



Notary's Signature and Seal

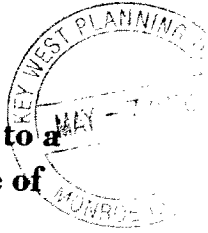


Name of Acknowledger typed, printed or stamped

Title or Rank _____ Commission Number (if any)

Authorization Forms

Authorization Form



Please note, variances are quasi-judicial hearings and it is improper to speak to a Planning Board or Board of Adjustment Member about the variance outside of the hearing.

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

Kennedy Center Condominium Association, Inc. authorizes
Please Print Name(s) of Owner(s)

Pritam Singh
Please Print Name of Representative

to be the representative for this application and act on my/our behalf before the Planning Board.

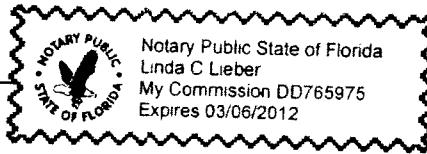
Signature of Owner
John R Allison III, President

Signature of Joint/Co-owner if applicable

Subscribed and sworn to (or affirmed) before me on May 6, 2010 (date) by
John R Allison III
Please Print Name of Affiant

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

[Signature]
Notary's Signature and Seal



Name of Acknowledger printed or stamped

Title or Rank

Commission Number (if any)

Authorization Form

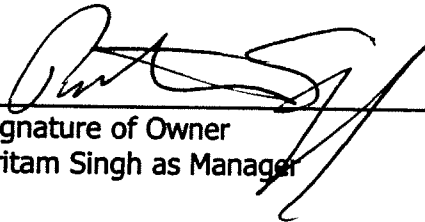
Please note, variances are quasi-judicial hearings and it is improper to speak to a Planning Board or Board of Adjustment Member about the variance outside of the hearing.

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

Kennedy Building Associates, LLC authorizes
Please Print Name(s) of Owner(s)

Matthew H. Jerry
Please Print Name of Representative

to be the representative for this application and act on my/our behalf before the Planning Board.

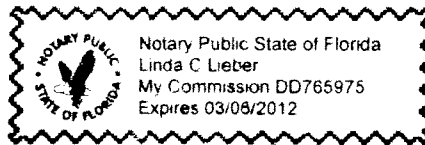
 Signature of Owner
Pritam Singh as Manager

Signature of Joint/Co-owner if applicable

Subscribed and sworn to (or affirmed) before me on Feb 26, 2010 (date) by
Pritam Singh
Please Print Name of Affiant

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


Notary's Signature and Seal



Name of Acknowledger printed or stamped

Title or Rank

Commission Number (if any)

Deed

Record and Return to:
LandAmerica
1302 N. 19th Street-Suite 200
Tampa, FL 33605

This instrument was prepared by
and should be returned to:

Thomas W. Black
Hill, Ward & Henderson, P.A.
101 East Kennedy Boulevard
Suite 3700
Tampa, FL 33602

Parcel ID No. 8577044

MONROE COUNTY
OFFICIAL RECORDS

FILE #1342401
BK#1846 PG#635

RCD Dec 31 2002 01:08PM
DANNY L KOLHAGE, CLERK

DEED DOC STAMPS 2098.20
12/31/2002 DEP CLK



SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED, made and executed as of December 27, 2002, by REPUBLIC BANK, a Florida banking corporation ("Grantor"), to KENNEDY BUILDING ASSOCIATES, LLC, a Florida limited liability company ("Grantee"), whose address is 1010 Kennedy Drive, Fourth Floor, Key West, Florida 33040;

WITNESSETH:

THAT Grantor, for and in consideration of the sum of ten dollars (\$10.00) and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby grant, bargain, sell, alien, remise, release, convey, and confirm unto Grantee, its successors and assigns, forever, the land located in Monroe County, Florida, more particularly described in Exhibit A attached hereto and incorporated herein by reference, together with all improvements located thereon (collectively, the "Property");

TOGETHER WITH all of Grantor's right, title and interest in and to any and all (a) easements appurtenant to or otherwise benefiting the Property; and (b) air, mineral and subsurface rights related to the Property.

TO HAVE AND TO HOLD the Property in fee simple forever.

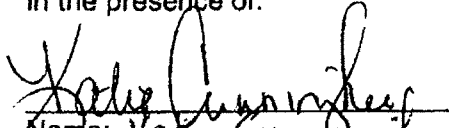
AND Grantor does hereby covenant with and warrant to Grantee that Grantor is lawfully seized of the Property in fee simple; that Grantor has good right and lawful authority to sell and convey the Property; that the Property is free and clear of all liens and encumbrances made by Grantor, except the Permitted Exceptions (as hereinafter defined); and that Grantor fully warrants the title to the Property and will defend the same against the demands and lawful claims of all persons claiming by, through or under Grantor, but against none other.

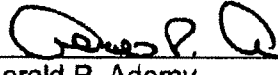
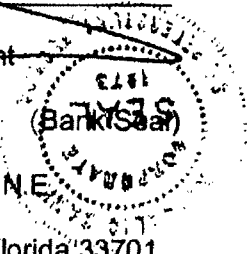
THE conveyance made herein, however, is expressly made subject to all matters affecting the Property set forth in **Exhibit B** attached hereto and made a part hereof by reference (the "Permitted Exceptions").


IN WITNESS WHEREOF, Grantor has caused this Special Warranty Deed to be executed in manner and form sufficient to bind Grantor as of the day and year first above written.

Signed, sealed and delivered
in the presence of:

REPUBLIC BANK,
a Florida banking corporation

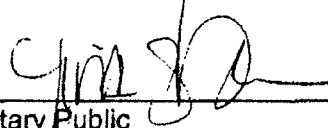

Name: Kate Cunningham
(Print or Type Name)

By: 
Gerald P. Ademy
Executive Vice President

Address: 111 2nd Avenue N.E.
Suite 300
St. Petersburg, Florida 33701


Name: Tina Gruber
(Print or Type Name)

STATE OF FLORIDA
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me this 26 day of December, 2002, by Gerald P. Ademy, as Executive Vice President of Republic Bank, a Florida banking corporation, on behalf of the corporation. He is personally known to me.


Notary Public
Tina Gruber
(Type or Print Name)

(NOTARY SEAL)

My commission expires:



Tina Gruber
MY COMMISSION # DD016176 EXPIRES
April 27, 2005
BONDED THRU TROY FARM INSURANCE, INC.

EXHIBIT A

FILE #1342401
BK#1846 PG#637

LEGAL DESCRIPTION OF PROPERTY

A parcel of land on the Island of Key West, Monroe County, Florida, and being a part of Parcel 14, according to "Plat of Survey of Lands on Island of Key West, Monroe County, Florida," as indicated and described; recorded in Plat Book 3, page 35, of the public records of Monroe County, Florida:

Said parcel of land being described by metes and bounds as follows: BEGIN at the Southeast corner of said Parcel 14 and run thence South 68° 45' 03" West along the South boundary of said Parcel 14, a distance of 191.88 feet to a point; thence North 21° 10' 40" West, 67.35 feet to a point, thence North 52° 25' 40" East, 200 feet to a point on the Westerly right-of-way boundary line of Kennedy Drive (13th Street), said point also being 123.56 feet Northerly of the POINT OF BEGINNING; thence South 21° 10' 57" East along said Westerly right-of-way line of Kennedy Drive (13th Street), for a distance of 123.56 feet back to the POINT OF BEGINNING.

LESS

A parcel of land on the Island of Key West, Monroe County, Florida, and being a part of Parcel 14, according to "Plat of Survey of Lands on Island of Key West, Monroe County, Florida," as indicated and described; recorded in Plat Book 3, page 35, of the public records of Monroe County, Florida:

Said parcel of land being described by metes and bounds as follows: BEGIN at the Southeast corner of said Parcel 14 and run South 68° 45' 03" West along the South boundary of said Parcel 14, a distance of 191.68 feet to a point; thence North 21° 10' 40" West, a distance of 42.00 feet to a point; thence North 68° 45' 03" East, a distance of 191.68 feet to a point; thence South 21° 10' 57" East, a distance of 42.00 feet to the POINT OF BEGINNING at the Southeast corner of said Parcel 14.

EXHIBIT B

FILE #1342401
BK#1846 PG#638

Permitted Exceptions

1. Real estate taxes and assessments for the year 2003 and subsequent years.
2. All matters that would be disclosed by a current survey and inspection of the Property.
3. Reservation as contained in the deed from The Trustees of the Internal Improvement Fund to Key West Improvement, Inc. recorded in Deed Book G-45, page 325.
4. Easement granted to the Utility Board of the City of Key West, Florida, recorded in O.R. Book 1146, page 216.
5. Easement granted to the City of Key West, Florida, recorded in O.R. Book 482, page 921.

All of the recorded documents referred to above have been recorded in the public records of Monroe County, Florida.

MONROE COUNTY
OFFICIAL RECORDS

THIS INSTRUMENT PREPARED BY,
JOHN R. ALLISON, III, ESQ.
The Allison Firm, P.A.
6803 Overseas Highway
Marathon, FL 33050

RCD Jun 29 2004 03:20PM
DANNY L KOLHAGE, CLERK

TERMINATION OF LEASE AGREEMENTS

24, 2004, by THE FLENNER FAMILY LIMITED PARTNERSHIP and E&H FAMILY HOMES, INC., a Florida limited partnership and a Florida corporation, respectively (the "Long-Term Lessors").

Recitals

- A. Long-Term Lessors have contemporaneously herewith transferred their respective fee simple interest in Parcels B and C, real property located in Key West, Florida and more particularly described in Exhibit "A" to this Termination.
- B. Long-Term Lessors are the holders of the lessors' interest in the following lease agreements encumbering Parcels B and C:
1. As to Parcel B, that certain Lease-Purchase Agreement recorded in O.R. Book 561, page 623. Lessee's interest in said Leases having been assigned to Republic Bank, a Florida banking corporation, by that certain Assignment and Assumption of Ground Leases recorded in O.R. Book 1544, page 1753; and further assigned to Kennedy Building Associates, LLC, a Florida limited liability company, by that certain Assignment of Lease-Purchase Agreements recorded in O.R. Book 1846, Page 639; Lessor's interest in said Leases having been partially assigned to George Garcia by that certain Assignment of Lease-Purchase Agreement recorded in O.R. Book 834, Page 207, as corrected by Corrective Assignment of Lease-Purchase Agreement recorded in O.R. Book 1203, Page 1550 and thereafter said interest was assigned to Eagle Capital, Inc., a Florida corporation, Trustee by Assignment of Lease recorded in O.R. Book 1507, Page 544; said interest further assigned to Oxford Capital Corp., a Florida Corporation, Trustee and Eagle Capital, Inc., a Florida corporation, Trustee by Assignment of Lease recorded in O.R. Book 1507, Page 557.
 2. As to Parcel C, that certain Lease-Purchase Agreement recorded in O.R. Book 761, page 106. Lessee's interest in said Leases having been assigned to Republic Bank, a Florida banking corporation by that certain Assignment and Assumption of Ground Leases recorded in O.R. Book 1544, page 1753, and further assigned to Kennedy Building Associates, LLC, a Florida limited liability company, by that certain Assignment of Lease-Purchase Agreements recorded in O.R. Book 1846, Page 639; Lessor's interest in said Leases having been partially assigned to George Garcia by that certain Assignment of Lease-Purchase Agreement recorded in O.R. Book 834, Page 207, as corrected by Corrective Assignment of Lease-Purchase Agreement recorded in O.R. Book 1203, Page 1550 and thereafter said interest was assigned to Eagle Capital, Inc., a Florida corporation, Trustee by Assignment of Lease recorded in O.R. Book 1507, Page 544; said interest further assigned to Oxford Capital Corp., a Florida Corporation, Trustee and Eagle Capital, Inc., a Florida corporation, Trustee by Assignment of Lease recorded in O.R. Book 1507, Page 557.
-

C. As a condition to the purchase of the fee simple interest to Parcel B and C, Long-Term Lessors have agreed to terminate the Parcel B Lease Agreement and Parcel C Lease Agreement.

Agreement

In consideration of the Recitals, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Representations and Warranties. Long-Term Lessors represents and warrants that: (a) the above recitals are true and correct; (b) Long-Term Lessors are the current holders of all of the lessors' interest in the Parcel B Lease Agreement and Parcel C Lease Agreement; and (c) Long-Term Lessors are in good standing with the Secretary of State, State of Florida and have the unencumbered right to terminate Parcel B Lease Agreement and Parcel C Lease Agreement without the joinder or consent of any third parties.

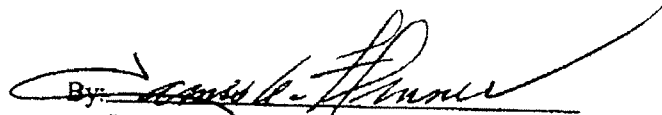
2. Termination and Merger. Long-Term Lessors hereby terminate, cancel and otherwise release Parcel B Lease Agreement and Parcel C Lease Agreement. It is the intent of the parties that the fee simple interest and leasehold interest merge into the fee simple interest.


3. Covenants. Long-Term Lessors agree that they will take all actions reasonably required by the Long-Term Lessee, Kennedy Building Associates, LLC, a Florida limited liability company, to fully terminate Parcel B Lease Agreement and Parcel C Lease Agreement or otherwise further the intent of this Termination and to assure that the Long-Term Lessors have forever relinquished any interest in Parcel B Lease Agreement, Parcel C Lease Agreement, Parcel B and Parcel C.

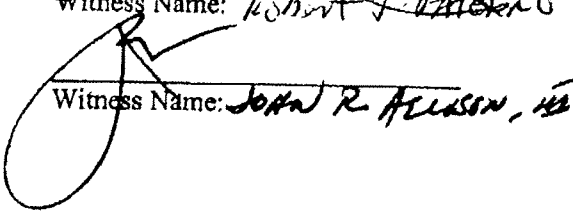
IN WITNESS WHEREOF, the undersigned have executed this Termination as of the date first above written.

Address:
The Flenner Family Limited Partnership
84 Key Haven Road
Key West, Florida 33040

THE FLENNER FAMILY LIMITED
PARTNERSHIP, a Florida partnership

By: 
James A. Flenner, General Partner


Witness Name: Robert J. Peterson


Witness Name: John R. Nelson, III

STATE OF FLORIDA)
)SS:
COUNTY OF MONROE)

FILE #1453826
BK#2020 PG#408

The foregoing instrument was acknowledged before me this ___ day of June, 2004, by JAMES A. FLENNER, as ^{general} partner of THE FLENNER FAMILY LIMITED PARTNERSHIP, a Florida partnership on behalf of such partnership. He is personally known to me or produced _____ as identification.

Notary Public; State of Florida
Print Name: _____
My Commission Expires: _____

OFFICIAL NOTARY SEAL
JOHN R. ALLISON III
NOTARY PUBLIC STATE OF FLORIDA
COMMISSION # 00000000

Address:
E&H Family Homes, Inc.
1322 Madison Street
Hollywood, Florida 33019
Attn:

E&H FAMILY HOMES, INC., a Florida corporation

By: [Signature]
Earl Lawrence, President

[Signature]
Witness Name:
[Signature]
Witness Name:

STATE OF FLORIDA)
)SS:
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me this 25 day of June, 2004, by EARL LAWRENCE, as President of E&H FAMILY HOMES, INC., a Florida corporation on behalf of that company. He is personally known to me or ~~produced~~ _____ as identification:

Notary Public; State of Florida
Print Name: SHARON C. REKTORIK
My Commission Expires: _____


 Sharon C. Rektarik
My Commission 00312139
Expires April 20, 2008

Exhibit A - Legal Description of Parcel B

FILE #1453826
BK#2020 PG#409

PARCEL B

A parcel of land on the Island of Key West, Monroe County, Florida, more particularly described as follows:

Commence at the Northeast corner of Parcel 14, according to "Plat of Survey of Lands on Island of Key West, Monroe County, Florida", as indicated and described; recorded in Plat Book 3, page 35, of the Public Records of Monroe County, Florida and bear South 52°25'40" West for a distance of 103.96 feet; thence run South 36°27'42" East for a distance of 100 feet to the Point of Beginning of the land being described herein; thence run South 52°25'40" West, for a distance of 50 feet; thence run South 31°30'53" East for a distance of 149.64 feet; thence run South 21°10'40" East for a distance of 51.04 feet; thence run North 52°25'40" East for a distance of 198.61 feet to the Westerly edge of an existing concrete sidewalk; the same being the Westerly right of way of 13th Street (as of October 6, 1973); thence run Northwesterly along said sidewalk and right of way for a distance of 200 feet to a point that bears North 52°25'40" East of and 148.06 feet from the Point of Beginning; thence run South 52°25'40" West for a distance of 148.06 feet back to the Point of Beginning.

Exhibit A - Legal Description of Parcel C

FILE #1453826
BK#2020 PG#410

PARCEL C

A parcel of land on the Island of Key West, Monroe County, Florida, more particularly described as follows:

Commence at the Northeast corner of Parcel 14, according to "Plat of Survey of Lands on Island of Key West, Monroe County, Florida", as indicated and described; recorded in Plat Book 3, page 35, of the Public Records of Monroe County, Florida and bear South 52°25'40" West for a distance of 103.96 feet; thence run South 36°27'42" East for a distance of 100 feet; thence run South 52°25'40" West for a distance of 50 feet; thence run South 31°30'53" East for a distance of 149.64 feet; thence run South 21°10'40" East for a distance of 51.04 feet to the Point of Beginning of the land being described herein; continue running South 21°10'40" East 200 feet; thence run North 52°25'40" East for a distance of 198.61 feet to the Westerly edge of an existing concrete sidewalk; the same being the Westerly right of way of 13th Street (as of October 6, 1973); thence run Northwesterly along said sidewalk and right of way for a distance of 200 feet to a point that bears North 52°25'40" East of and 198.61 feet from the Point of Beginning; thence run South 52°25'40" West for a distance of 198.61 feet to the Point of Beginning.

MONROE COUNTY
OFFICIAL RECORDS

MONROE COUNTY
OFFICIAL RECORDS

FILE #1453828
BK#2020 PG#417

DEED DOC STAMPS 8750.00
06/29/2004 DEP CLK

THIS INSTRUMENT PREPARED BY,
JOHN R. ALLISON, III, ESQ.
The Allison Firm, P.A.
6803 Overseas Highway
Marathon, FL 33050

RCD Jun 29 2004 03:21PM
DANNY L KOLHAGE, CLERK

Alternate Key No. 1068489/ 1068471

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED, made this ___ day of June, 2004, between THE FLENNER FAMILY LIMITED PARTNERSHIP, a Florida limited partnership, and JAMES A. FLENNER, AS TRUSTEE OF THE JAMES A. FLENNER REVOCABLE TRUST AGREEMENT, DATED FEBRUARY 6, 1985, AS AMENDED (hereinafter called "Grantors"), and KENNEDY BUILDING ASSOCIATES, LLC, a Florida limited liability company, having a mailing address of 1010 Kennedy Drive, Key West, Florida 33040 (hereinafter called "Grantee").

WITNESSETH:

That Grantors, for and in consideration of the sum of TEN (\$10.00) DOLLARS, and other good and valuable considerations to it in hand paid by Grantee, the receipt of which is hereby acknowledged, has granted, bargained and sold to Grantee, its successors and assigns forever, the following property lying in Monroe County, Florida:

An undivided fifty percent (50%) interest in Parcels B and C, as more particularly described in Exhibit A attached hereto.

This conveyance is subject to the following:

1. Real estate taxes and assessments for 2004 and all subsequent years;
2. Easements, conditions, and restrictions of record; and
3. Liens, claims and encroachments of record caused by or incurred by Grantors.


Grantor hereby fully warrants title to the Grantor's one-half interest in the aforescribed property and will defend same against all lawful claims by and through Grantor but no others.

IN WITNESS WHEREOF, the undersigned have executed this Special Warranty Deed as of the date first above written.

Address:
The Flenner Family Limited Partnership
84 Key Haven Road
Key West, Florida 33040
Attn: James A. Flenner

THE FLENNER FAMILY LIMITED
PARTNERSHIP, a Florida limited
partnership

By: 
James A. Flenner, General Partner


Witness Name: Robert J. Flenner

[Signature]
Witness Name: John R. Allison, III

FILE #1453828
BK#2020 PG#418

STATE OF FLORIDA)
)SS:
COUNTY OF MONROE)

The foregoing instrument was acknowledged before me this 29 day of June, 2004, by James A. Flenner, as the general partner of THE FLENNER FAMILY LIMITED PARTNERSHIP, a Florida limited partnership on behalf of such partnership. He is personally known to me or produced _____ as identification.

Notary Public, State of Florida
Print Name: _____
My Commission Expires: _____

OFFICIAL NOTARY SEAL
JOHN R ALLISON III
NOTARY PUBLIC STATE OF FLORIDA
COMMISSION NO. CC955810
MY COMMISSION EXP. JULY 19, 2004

Address:
James A. Flenner, Trustee
84 Ken Haven Road
Key West, Florida 33040

[Signature]
JAMES A. FLENNER, AS TRUSTEE
OF THE JAMES A. FLENNER
REVOCABLE TRUST AGREEMENT,
DATED FEBRUARY 6, 1985, AS
AMENDED

[Signature]
Witness Name: Ronald J. [Signature]

Witness Name: John R. Allison III

STATE OF FLORIDA)
)SS:
COUNTY OF MONROE)

The foregoing instrument was acknowledged before me this 29 day of June, 2004, by JAMES A. FLENNER, AS TRUSTEE OF THE JAMES A. FLENNER REVOCABLE TRUST AGREEMENT, DATED FEBRUARY 6, 1985, AS AMENDED nership. He is personally known to me or produced _____ as identification.

Notary Public, State of Florida
Print Name: _____
My Commission Expires: _____

OFFICIAL NOTARY SEAL
JOHN R ALLISON III
NOTARY PUBLIC STATE OF FLORIDA
COMMISSION NO. CC955810
MY COMMISSION EXP. JULY 19, 2004

Exhibit A - Legal Description of Parcel B

**FILE #1453828
BK#2020 PG#419**

PARCEL B

A parcel of land on the Island of Key West, Monroe County, Florida, more particularly described as follows:

Commence at the Northeast corner of Parcel 14, according to "Plat of Survey of Lands on Island of Key West, Monroe County, Florida", as indicated and described; recorded in Plat Book 3, page 35, of the Public Records of Monroe County, Florida and bear South 52°25'40" West for a distance of 103.96 feet; thence run South 36°27'42" East for a distance of 100 feet to the Point of Beginning of the land being described herein; thence run South 52°25'40" West, for a distance of 50 feet; thence run South 31°30'53" East for a distance of 149.64 feet; thence run South 21°10'40" East for a distance of 51.04 feet; thence run North 52°25'40" East for a distance of 198.61 feet to the Westerly edge of an existing concrete sidewalk; the same being the Westerly right of way of 13th Street (as of October 6, 1973); thence run Northwesterly along said sidewalk and right of way for a distance of 200 feet to a point that bears North 52°25'40" East of and 148.06 feet from the Point of Beginning; thence run South 52°25'40" West for a distance of 148.06 feet back to the Point of Beginning.

Exhibit A - Legal Description of Parcel C

**FILE #1453828
BK#2020 PG#420**

PARCEL C

A parcel of land on the Island of Key West, Monroe County, Florida, more particularly described as follows:

Commence at the Northeast corner of Parcel 14, according to "Plat of Survey of Lands on Island of Key West, Monroe County, Florida", as indicated and described; recorded in Plat Book 3, page 35, of the Public Records of Monroe County, Florida and bear South 52°25'40" West for a distance of 103.96 feet; thence run South 36°27'42" East for a distance of 100 feet; thence run South 52°25'40" West for a distance of 50 feet; thence run South 31°30'53" East for a distance of 149.64 feet; thence run South 21°10'40" East for a distance of 51.04 feet to the Point of Beginning of the land being described herein; continue running South 21°10'40" East 200 feet; thence run North 52°25'40" East for a distance of 198.61 feet to the Westerly edge of an existing concrete sidewalk; the same being the Westerly right of way of 13th Street (as of October 6, 1973); thence run Northwesterly along said sidewalk and right of way for a distance of 200 feet to a point that bears North 52°25'40" East of and 198.61 feet from the Point of Beginning; thence run South 52°25'40" West for a distance of 198.61 feet to the Point of Beginning.

**MONROE COUNTY
OFFICIAL RECORDS**

MONROE COUNTY
OFFICIAL RECORDS

FILE #1453829
BK#2020 PG#421

RCD Jun 29 2004 03:22PM
DANNY L KOLHAGE, CLERK

THIS INSTRUMENT PREPARED BY,
JOHN R. ALLISON, III, ESQ.
The Allison Firm, P.A.
6803 Overseas Highway
Marathon, FL 33050

Alternate Key No. 1068489

SPECIAL WARRANTY DEED

DEED DOC STAMPS 8750.00
06/29/2004 *EN* DEP CLK

THIS SPECIAL WARRANTY DEED, made this 25 day of June, 2004, between E&H FAMILY HOMES, INC., a Florida corporation (hereinafter called "Grantor"), and KENNEDY BUILDING ASSOCIATES, LLC, a Florida limited liability company, having a mailing address of 1010 Kennedy Drive, Key West, Florida 33040 (hereinafter called "Grantee").

WITNESSETH:

That Grantor, for and in consideration of the sum of TEN (\$10.00) DOLLARS, and other good and valuable considerations to it in hand paid by Grantee, the receipt of which is hereby acknowledged, has granted, bargained and sold to Grantee, its successors and assigns forever, the following property lying in Monroe County, Florida:

An undivided fifty percent (50%) interest in Parcels B and C, as more particularly described in Exhibit A attached hereto.

This conveyance is subject to the following:

1. Real estate taxes and assessments for 2004 and all subsequent years;
2. Easements, conditions, and restrictions of record; and
3. Liens, claims and encroachments of record caused by or incurred by Grantee.

Grantor hereby fully warrants title to the Grantor's one-half interest in the aforescribed property and will defend same against all lawful claims by and through Grantor but no others.

IN WITNESS WHEREOF, the undersigned has executed this Warranty Deed as of the date first above written.

Address:
E&H Family Homes, Inc.
1322 Madison Street
Hollywood, Florida 33019

E&H FAMILY HOMES, INC., a Florida
corporation

By: *[Signature]*
Earl Lawrence, President

[Signature]
Witness Name: Jeffrey Smith

Sharon C. Rektarik
Witness Name: Sharon C. Rektarik

FILE #1453829
BK#2020 PG#422

STATE OF FLORIDA)
)SS:
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me this 25 day of June, 2004, by Earl Lawrence, as President of E&H FAMILY HOMES, INC., a Florida corporation on behalf of that company. He is personally known to me or produced _____ as identification.

Sharon C. Rektarik
Notary Public; State of Florida
Print Name: SHARON C. REKTARIK
My Commission Expires: _____

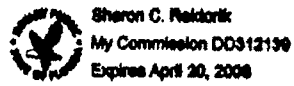


Exhibit A - Legal Description of Parcel B

FILE #1453829
BK#2020 PG#423

PARCEL B

A parcel of land on the Island of Key West, Monroe County, Florida, more particularly described as follows:

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Exhibit A - Legal Description of Parcel C

**FILE #1453829
BK#2020 PG#424**

PARCEL C

A parcel of land on the Island of Key West, Monroe County, Florida, more particularly described as follows:

Commence at the Northeast corner of Parcel 14, according to "Plat of Survey of Lands on Island of Key West, Monroe County, Florida", as indicated and described; recorded in Plat Book 3, page 35, of the Public Records of Monroe County, Florida and bear South 52°25'40" West for a distance of 103.96 feet; thence run South 36°27'42" East for a distance of 100 feet; thence run South 52°25'40" West for a distance of 50 feet; thence run South 31°30'53" East for a distance of 149.64 feet; thence run South 21°10'40" East for a distance of 51.04 feet to the Point of Beginning of the land being described herein; continue running South 21°10'40" East 200 feet; thence run North 52°25'40" East for a distance of 198.61 feet to the Westerly edge of an existing concrete sidewalk; the same being the Westerly right of way of 13th Street (as of October 6, 1973); thence run Northwesterly along said sidewalk and right of way for a distance of 200 feet to a point that bears North 52°25'40" East of and 198.61 feet from the Point of Beginning; thence run South 52°25'40" West for a distance of 198.61 feet to the Point of Beginning.

**MONROE COUNTY
OFFICIAL RECORDS**