

**THE CITY OF KEY WEST  
PLANNING BOARD  
Staff Report**



**To:** Chair and Planning Board Members

**From:** Patrick Wright, Senior Planner II

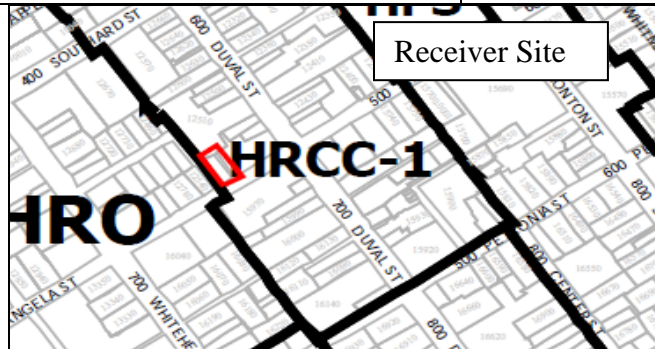
**Through:** Thaddeus Cohen, Planning Director

**Meeting Date:** August 18, 2016

**Agenda Item:** **Transient Unit/License Transfer – Unit/License in Unassigned Status to 421 Angela Street Unit B (RE # 00012470-000000, AK # 1012840) –**  
A request to transfer one transient unit and license from a unit/license in unassigned status to property located within the Historic Residential Commercial Core – Duval Street Gulfside (HRCC-1) Zoning District pursuant to Section 122-1338 and 122-1339 of the Land Development Regulations of the Code of Ordinances of the City of Key West, Florida.

**Site Data:**

	<u>Sender Site</u>	<u>Receiver Site</u>
License Owner:	Maximus Properties LLC	Maximus Properties LLC
Property Owner:	N/A	Maximus Properties LLC
Agent:	Andy Birrell	Andy Birrell
Location:	N/A	421 Angela Street Unit B
RE #:	N/A	00012470-000000
AK #:	N/A	1012840
Zoning:	N/A	Historic Residential Commercial Core – Duval Street Gulfside (HRCC-1)
Existing Use:	N/A	Non-transient residential
Proposed Use:	N/A	Transient residential



**Background:**

The subject transient unit and license are currently in an unassigned status. Planning Board Resolution 2015-23 (attached) dissolved previously approved Planning Board Resolutions 2005-040 and 2006-19 that transferred units to a property located at 3591 South Roosevelt Boulevard for a development that was never constructed. The result of Resolution 2015-23 was the recognition of three (3) transient units with licenses unassigned to any sender site. The former owner sold one unit and license to the applicant to be transferred to the receiver site in accordance with Section 122 1338 (2).

The receiver site at 421 Angela Street currently consists of a two units, one transient unit approved through Planning Board Resolution 2015-61, and one non-transient unit. Unit A (transient) is located on the first floor and Unit B on the second floor. The property is located in the Historic Residential Commercial Core Gulfside (HRCC-1) zoning district in which transient residential is a permitted use.

**Relevant Code Sections:**

The purpose of City Code Chapter 122, Article V, Division 6 “Transient Units” outlined in Section 122-1336 is to:

- Provide for the transfer of existing transient units and transient licenses in order to reduce noncomplying density, structures and uses;
- Remove legal nonconforming transient uses from zoning districts that now prohibit them;
- Encourage permanent residential housing by relocating transient licenses;
- Provide for the conversion of transient units to single-family dwellings by the transfer of units;
- Allow for redevelopment without increasing the population requiring evacuation during emergencies or increasing other public services;
- Protect environmentally sensitive lands; and
- Encourage redevelopment under the existing Building Permit Allocation System (BPAS) that limits the allowable number of residential and transient units.

City Code Section 122-1338 (1-10) establish the criteria for a transfer of transient units.

**Analysis:**

The following summarizes the applicable approval criteria for a transient unit transfer pursuant to City Code Section 122-1338.

- (1) The unit being transferred must currently be counted as a unit for purposes of calculating evacuation time under the hurricane model set forth in the comprehensive plan, and must have been obtained in accordance with all applicable regulations, including building permits, at the time of approval or have been otherwise validly obtained if unbuilt at the time of transfer. A transfer pursuant to this division shall not cause a net increase of units in the city.*

The unit is currently be counted as a unit for purposes of calculating evacuation time under the hurricane model set forth in the comprehensive plan. The unit was obtained in

accordance with all applicable regulations and was validly obtained. The transfer will not cause a net increase of units in the city

#### IN COMPLIANCE

- (2) *Transient use must be an allowed zoning use on the receiver site, unless the units are to be converted into non-transient units as contemplated by subsection (3) of this section. Further, no transient unit shall be recognized for transfer purposes, regardless of whether it will be used transiently or non-transiently, unless accompanied by a business tax receipt duly issued pursuant to [section 66-109\(10\)](#). When units are transferred for non-transient use, the licenses will be extinguished.*

Transient use is a permitted use in the Historic Residential Commercial Core – Duval Street Gulfside (HRCC-1) zoning district. The transfer of the unit is accompanied by a duly issued transient business tax receipt.

#### IN COMPLIANCE

- (3) *Transient units may be converted to residential units at the appropriate exchange rate as determined by the comprehensive plan so as not to increase hurricane evacuation time. Where a residential unit is created by the transfer of a transient unit and the new residential unit is 600 square feet or less, the transient unit may be transferred at its .58 ROGO unit equivalency into a residential unit with transient use prohibited.*

#### NOT APPLICABLE

- (4) *The transferred units shall not operate to increase density of the receiver site above the maximum allowed density.*

The transfer of the unit will not operate to increase density of the receiver site above the maximum allowed density. If approved the owner will be required to relinquish the existing non-transient dwelling unit to the City through a waiver and release of building permit allocation for residential units lawfully existing prior to May 2, 2013 and will be recorded and dedicated for beneficial use in accordance with Section 108-999 (b) (1).

#### IN COMPLIANCE

- (5) *Unless the planning board determines that special conditions exist at the receiver site that warrant otherwise, the transient unit may not include more than two rooms, excluding bathrooms, and excluding porches and decks that are clearly not enclosed or habitable.*

Planning Board Resolution 2015-23 limits the unit size to three (3) bedrooms. The proposed unit would be a three bedroom unit. It is staff's opinion that due to the history of the unit and license and in accordance with the intent Resolution 2015-23 special conditions do exist.

IN COMPLIANCE

- (6) *At the sender site, any remaining transient units that are remodeled or combined may not increase the existing number of rooms, excluding bathrooms. All such units shall not have "lockout" capacity.*

NOT APPLICABLE

- (7) *There shall be no transfer of units into a "V" zone as depicted on the most current flood insurance rate map, if the transfer would produce new construction.*

The receiver site is in an X flood zone.

IN COMPLIANCE

- (8) *Existing nonconforming buildings may receive units providing their nonconforming aspects are not increased.*

No nonconforming aspects of the building are not proposed to be increased.

IN COMPLIANCE

- (9) *Development plans for both sites shall be processed as provided in the LDRs, according to the magnitude and type of development.*

The proposed transfer does not require a development plan approval per Section 108-91.

IN COMPLIANCE

- (10) *No building permit shall be granted for the receiver site until the city has verified that the transient use at the sender site unit(s) has been extinguished. A person or entity who has lawfully terminated or extinguished legal transient units existing as of January 1, 1999, may preserve the right to transfer the units and then transfer such units pursuant to this section, provided the transient licenses have been maintained. Furthermore, the city shall conduct on-site inspections at both the sender site and receiver site to verify that the terms of this ordinance are being met in the proposed transfer application.*

If approved a condition of this approval will require that the existing non-transient unit be relinquished to the city prior to any required Building and Fire Department permits or approvals.

IN COMPLIANCE

**Recommendation:**

Based on the above analysis of the standards for considering the transfer of transient units in Section 122-1338 of the Land Development Regulations, the Planning Department recommends the request to transfer one transient unit and one transient business tax receipt from unassigned status to 421 Angela Street Unit B be **APPROVED** with the following conditions:

1. All requirements of City Code Section 122-1371 shall be met for the transient use of the residential dwelling at 421 Angela Street Unit B.
2. The structure proposed to be used on a transient basis shall comply with all applicable codes and requirements of the Building Department, Fire Department and all other regulatory agencies.
3. Prior to any inspection, permit or other required final approval from the Building or Fire Department the owner shall relinquish the existing non-transient residential unit to the City through a waiver and release of building permit allocation that shall be recorded and dedicated for beneficial use in accordance with Section 108-999 (b) (1).

# **Draft Resolution**

**PLANNING BOARD  
RESOLUTION No. 2016-**

**A RESOLUTION OF THE KEY WEST PLANNING BOARD GRANTING THE TRANSFER OF ONE TRANSIENT UNIT AND ONE TRANSIENT LICENSE FROM A UNIT/LICENSE IN UNASSIGNED STRATUS TO PROPERTY LOCATED AT 421 ANGELA STREET UNIT B (RE # 00012470-000000, AK # 1012840) IN THE HISTORIC RESIDENTIAL COMMERCIAL CORE – DUVAL STREET GULFSIDE (HRCC-1) ZONING DISTRICT PURSUANT TO SECTION 122-1338 OF THE LAND DEVELOPMENT REGULATIONS OF THE CODE OF ORDINANCES OF THE CITY OF KEY WEST, FLORIDA; PROVIDING FOR AN EFFECTIVE DATE**

**WHEREAS**, Section 122-1338 of the Land Development Regulations (“LDRs”) of the Code of Ordinances (the “Code”) of the City of Key West, Florida (the “City”) allows a transient unit accompanied by a business tax receipt (or “transient license”) to be transferred; and

**WHEREAS**, Per Planning Board Resolution 2015-23 the transient unit and license are currently in an unassigned status and not attached to a sender site; and

**WHEREAS**, the applicant proposes a transfer of one transient unit and one transient license from unassigned status to an eligible receiver site on property located at 421 Angela Street Unit B (RE # 00012470-000000, AK # 1012840) in the HRCC-1 zoning district with a total of three bedrooms.

**NOW, THEREFORE BE IT RESOLVED** by the Planning Board of the City of Key West, Florida:

**Section 1.** That the above recitals are incorporated by reference as if fully set forth herein.

\_\_\_\_\_ Chairman

\_\_\_\_\_ Planning Director

**Section 2.** That a transfer of one transient unit and one transient license, pursuant to Section 122-1338 of the Land Development Regulations of the Code of Ordinances of the City of Key West, Florida, is hereby granted as follows: allowing a transfer of one transient licenses from unassigned status to 421 Angela Street Unit B (RE # 00012470-000000, AK # 1012840) subject to the following conditions:

1. All requirements of City Code Section 122-1371 shall be met for the transient use of the residential dwelling at 421 Angela Street Unit B.

2. The structure proposed to be used on a transient basis shall comply with all applicable codes and requirements of the Building Department, Fire Department and all other regulatory agencies.

3. Prior to any inspection, permit or other required final approval from the Building or Fire Department the owner shall relinquish the existing non-transient residential unit to the City through a waiver and release of building permit allocation that shall be recorded and dedicated for beneficial use in accordance with Section 108-999 (b) (1).

**Section 3.** Full, complete, and final application for all licenses and permits required for which this resolution is wholly or partly necessary, shall be submitted in its entirety within 12 months after the date hereof.

**Section 4.** The failure to fully and completely apply the conditions of approval for permits for use and occupancy pursuant to these variances in accordance with the terms of the approval as described in Section 3 hereof, shall immediately operate to terminate these variances, which variances shall be of no force or effect.



**Section 5.** This transfer of a transient unit and transient license does not constitute a finding as to ownership or right to possession of the property, and assumes, without finding, the correctness of applicant's assertion of legal authority respecting the property.

**Section 6.** This resolution shall go into effect immediately upon its passage and adoption and authentication by the signatures of the presiding officer and the Clerk of the Commission.

**Section 7.** This Resolution is subject to appeal periods as provided by the City of Key West Code of Ordinances (including the Land Development Regulations). After the City appeal period has expired, this permit or development order will be rendered to the Florida Department of Economic Opportunity. Pursuant to Chapter 73C-44, F.A.C., this permit or development order is not effective for forty five (45) days after it has been properly rendered to the DEO with all exhibits and applications attached to or incorporated by reference in this approval; that within the forty five (45) day review period, the DEO can appeal the permit or development order to the Florida Land and Water Adjudicatory Commission; and that such an appeal stays the effectiveness of the permit until the appeal is resolved by agreement or order.

Read and passed on first reading at a regularly scheduled meeting held this 18<sup>th</sup> day of August, 2016.

Authenticated by the Chair of the Planning Board and the Planning Director.

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Sam Holland, Chairman Key West Planning Board

Date

**Attest:**

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Thaddeus Cohen, Planning Director

Date

**Filed with the Clerk:**

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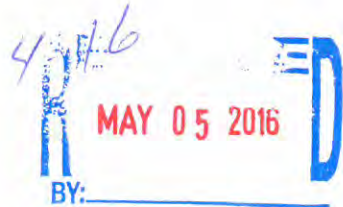
Cheryl Smith, City Clerk

Date

\_\_\_\_\_ Chairman

\_\_\_\_\_ Planning Director

# Application



**Application for Transfer of Transient Units and / or Licenses**

Please complete this application in its entirety accompanied by a check for \$2,000.00 made out to the City of Key West. There are also separate fees of \$50.00 for Fire Department Review and Advertising and Noticing fee of \$100.00. Deliver the original and 2 signed & sealed surveys and site plans to the Planning Department at 3140 Flagler Avenue. It is suggested that a pre-application discussion be scheduled as well as an appointment to deliver the application. Due to the complexity and individuality of each transaction, the Planning Department may need additional information prior to processing.

This application is for a transaction involving a transfer from one location (sender site) to another (receiver site). If there is an additional site at either end of the transfer process, this requires another application.

The owner(s) of both the sender site and receiver site are the applicants and must sign the application. Corporations and partnerships must sign as legally required. If another person is acting as the agent or authorized representative of the owner, supporting documentation must be provided as indicated.

The application process for a Transient Transfer is:  
Development Review Committee (DRC)  
Planning Board

**A. Fill in the following information.**

**Sender Site**

**Receiver Site**

Address of Site

UNASSIGNED from Hyatt  
To Maximus

Address of Site

421 Angela St. Unit B

RE# See Resolutions

RE# 12470-0000

Name(s) of Owner(s):

Maximus Properties LLC

Name(s) of Owner(s):

Maximus Properties LLC

Purchased from Hyatt Regency/Transient

Name of Agent or Person to Contact:

Andy Birrell

Name of Agent or Person to Contact:

Andy Birrell

Address: 3608 Sunrise Dr

Key West FL

Address: 3608 Sunrise Dr

Key West FL

Telephone 305 923-5753

Telephone 305-923-5753

Email Andy@keysrealestate.com

Email Andy@keysrealestate.com

**For Sender Site:**

"Local name" of property UNassigned Zoning district \_\_\_\_\_

Legal description See Resolution and Staff Report

Current use: \_\_\_\_\_

Number of existing transient units: \_\_\_\_\_

Size of site \_\_\_\_\_ Number of existing city transient rental licenses: \_\_\_\_\_

What is being removed from the sender site? \_\_\_\_\_

What are your plans for the sender site? \_\_\_\_\_

**For Receiver Site:**

"Local name" of property Angela Unit B Zoning district HRCC-1

Legal description 421 Angela St KW Pt 1 Sqr 62 G4-594 or 117-302 or 783-1655 D/C or 783-494/497 or 790-1083 or 867-473 or 2049-2007/12 (Res No 04-325) or 2284-541/42 or 2690-1544/45

Current use Rental

Size of site: 1839 Number of existing city transient rental licenses: 1

Number of existing transient and/or residential units: 2

Existing non-residential floor area 452

What will be transferred to the receiver site? Transient License

What are your plans for the receiver site? Vacation Rentals

Sender Site: Current Owner Information

**FOR INDIVIDUALS**

1. NAME \_\_\_\_\_ 2. NAME \_\_\_\_\_  
ADDRESS \_\_\_\_\_ ADDRESS \_\_\_\_\_  
TELEPHONE(1) \_\_\_\_\_ TELEPHONE(1) \_\_\_\_\_  
(2) \_\_\_\_\_ (2) \_\_\_\_\_  
FAX \_\_\_\_\_ FAX \_\_\_\_\_

**FOR CORPORATIONS**

A. CORPORATE NAME Maximus Properties LLC Formerly Hyatt  
B. STATE/COUNTRY OF INCORPORATION FL Monroe  
C. REGISTERED TO DO BUSINESS IN THE STATE OF FLORIDA  YES  NO  
D. NAMES OF OFFICERS AND DESIGNATIONS  
Warren Dedrick <sup>Pres</sup> Andy Birrell <sup>agent</sup>  
David Lightweis <sup>Sec Treas</sup>

**FOR PARTNERSHIPS**

A. NAME OF PARTNERSHIP: \_\_\_\_\_  
B. STATE OF REGISTRATION: \_\_\_\_\_  
C. GENERAL PARTNER WITH AUTHORITY TO BIND PARTNERSHIP:  
\_\_\_\_\_

**FOR CORPORATIONS AND PARTNERSHIPS**

NAME AND ADDRESS OF PERSON "IN HOUSE" TO CONTACT:  
Andy Birrell 3608 Sunrise Dr KW FL  
TELEPHONE(S) 305-923-5753 FAX 305 359 9214

Receiver Site: Current Owner Information

**FOR INDIVIDUALS**

1. NAME \_\_\_\_\_ 2. NAME \_\_\_\_\_  
ADDRESS \_\_\_\_\_ ADDRESS \_\_\_\_\_  
TELEPHONE(1) \_\_\_\_\_ TELEPHONE(1) \_\_\_\_\_  
(2) \_\_\_\_\_ (2) \_\_\_\_\_  
FAX \_\_\_\_\_ FAX \_\_\_\_\_

**FOR CORPORATIONS**

A. CORPORATE NAME Maximus Properties LLC  
B. STATE/COUNTRY OF INCORPORATION FL Monroe  
C. REGISTERED TO DO BUSINESS IN THE STATE OF FLORIDA  YES  NO

D. NAMES OF OFFICERS AND DESIGNATIONS

Warren Dedrick <sup>Pres</sup> Andy Birrell <sup>9901</sup>  
David Lightweis <sup>Sec</sup> <sup>Treas</sup>

**FOR PARTNERSHIPS**

A. NAME OF PARTNERSHIP: \_\_\_\_\_  
B. STATE OF REGISTRATION: \_\_\_\_\_  
C. GENERAL PARTNER WITH AUTHORITY TO BIND PARTNERSHIP:

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**FOR CORPORATIONS AND PARTNERSHIPS**

NAME AND ADDRESS OF PERSON "IN HOUSE" TO CONTACT:

Andy Birrell 3608 Sunrise Dr Kfw FL  
TELEPHONE(S) 305-923-5753 FAX 305 359 9216

**REQUIRED ATTACHMENTS**

***Sender Site***

1. Current survey ✓
2. Current floor plans ✓
3. Copies of current occupational license(s) for transient rental use ✓  
OR Letter from City Licensing Official verifying number of licenses and date
4. Copy of last recorded deed to show ownership as listed on application ✓
5. If property is mortgaged, a letter from the mortgagee consenting to the transfer of the transient licenses and the proposed disposition of the property ✓
6. Proposed site plan if changed for future use ✓
7. Proposed floor plans if changed for future use ✓
8. Detailed description of how use of transient rental units will be extinguished. ✓
9. Other \_\_\_\_\_

***Receiver Site***

1. Current survey ✓
2. Current floor plans
3. Copies of current occupational license(s). ✓
4. Copy of last recorded deed to show ownership as listed on application ✓
5. If there is a homeowner's or condominium association, provide proof of the association's approval of the transfer. (This approval must be by a majority vote as defined by the governing documents of the association.)
6. Proposed site plan if changed for future use
7. Proposed floor plans if changed for future use
8. Other \_\_\_\_\_

~ **NOTE: The above items constitute one complete application package. Two signed & sealed surveys and site plans are required** ~



5-5-2016

Information contained in this Package

Application for Transfer of Transient Units:

Note: Package reflex 6 licenses Maximus Properties LLC purchased from Hyatt & Hyatt Inc  
Documentation from City to Hyatt included. Licenses are now in Maximus Properties  
LLC name

**Sender Site paperwork:**

- A. Copy of Business Tax receipt for 6 transient / rogo licenses. Shows unassigned Status  
Note: resolutions and staff report does not correlate to one specific license so we provided all info for all of them.
- B. Purchase agreement for 6 Transient/rogos between Hyatt & Hyatt Inc. and Maximus Properties LLC
- C. City of Key West Planning Board Staff Report
- D. Planning Board Resolution No. 2012-41
- E. Planning Board Resolution No. 2015-23
- F. Business Tax Receipt Transfer Application from Hyatt to Maximus
- G. Authorization form making Andy Birrell agent
- H. Maximus Letter authorizing Andy Birrell agent

**Receiver Site paperwork:**

- A. Survey
- B. Floor Plan
- C. Angela Existing Transient license
- D. Certificate of Title
- E. Certificate of Sale
- F. Property Appraiser Record
- G. Authorization making Andy Birrell agent for Maximus Properties LLC
- H. Life Safety Plan

# **Authorization**

City of Key West  
Planning Department



Authorization Form  
(Where Owner is a Business Entity)

G

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

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

Managing Member of Maximus Properties LLC  
*Name of office (President, Managing Member) Name of owner from deed*

authorize Andy Birrell  
*Please Print Name of Representative*

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

[Signature]

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

Subscribed and sworn to (or affirmed) before me on this 4-21-16  
*Date*

by Andy Birrell  
*Name of person with authority to execute documents on behalf on entity owner*

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

Janel K. Jeselskis  
*Notary's Signature and Seal*

Janel K. Jeselskis  
*Name of Acknowledger typed, printed or stamped*

FF057279  
*Commission Number, if any*



JANEL K. JESELSKIS  
NOTARY PUBLIC  
STATE OF FLORIDA  
Comm# FF057279  
Expires 9/25/2017

**Deed**

B

AGREEMENT OF PURCHASE AND SALE

THIS AGREEMENT OF PURCHASE AND SALE ("Agreement") dated as of the date the last party to this Agreement executes the same (the "Effective Date"), by and between HYATT AND HYATT, INC. ("Seller") and WARREN DEDRICK her successors or assigns ("Buyer").  
*Maximus Properties LLC*

WITNESSETH:

WHEREAS, Buyer desires to acquire from Seller and Seller desires to convey to Buyer the "Property" (as hereinafter defined), on the terms and subject to the conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, Seller and Buyer hereby agree as follows:

1. Description of Property. The property being transferred and conveyed to Buyer (collectively, the "Property") shall mean:

The six (6) market rate ROGO units that are represented by the Certificates attached hereto and made a part hereof, together with six (6) transient licenses represented by Transient Licenses attached hereto and made a part hereof.

2. Purchase Price. The purchase price for the Property shall be Seven Hundred Thirty Seven Thousand (\$737,000) ("Purchase Price"). At "Closing" (as hereinafter defined), the Buyer shall pay to the Seller the purchase price, less the amount of the Deposit (as hereinafter defined) payable in cash, cashier's check or wire transfer.

3. Deposit. Within three (3) days of the execution of this agreement by both parties, the Buyer shall deliver to BHHS Knight and Gardner Realty ("Escrow Agent" or "Listing Broker") a deposit in the amount of Fifty Thousand Dollars (\$50,000.00) (the "Deposit"). This Deposit shall be non-refundable except in the event of Seller default or non performance.

4. Seller's Representations and Warranties. As a material inducement to Buyer to enter into this Agreement, Seller represents and warrants to Buyer that the following are true and correct as of the Effective Date and shall be true and correct at Closing:

a. Seller owns the Property and has full right and is duly authorized to enter into and consummate this Agreement. If Seller is other than a natural person, then Seller is duly organized and validly existing under applicable law.

b. To the best of Seller's knowledge, Seller has complied and shall comply from the date hereof until the Closing with all applicable Federal, State, County and municipal regulations, rules, ordinances, statutes and other requirements and restrictions with respect to all matters pertaining to the Property.

c. There is no litigation, investigation or proceeding pending, or to the knowledge of Seller threatened, against Seller relating to or affecting the Property or otherwise adversely affecting Seller's ability to perform its obligations hereunder.

d. To the best of Seller's actual knowledge, there are no commitments to or agreements with governmental authorities, agencies, utilities or quasi-governmental entities or any other entities or persons which might adversely affect Buyer's ability to use and develop the Property for its Intended Use.

e. Seller warrants and agrees that the Property being conveyed may be transferred to a compliant zoning with the property density requirements. The Seller agrees to cooperate with the Buyer after closing when the Buyer selects a qualifying property to transfer the units, if necessary. This provision shall survive closing.

f. The Seller shall not assign, sell, lease, transfer or otherwise dispose of any of the Property to any other party before this Agreement is closed or terminated.

g. Seller discloses that it needs to receive approval from B,B & T bank, which is the lender on these units to release the lien before closing.

The foregoing representations and warranties shall (i) not be affected by independent investigation, verification or approval by Buyer or anyone acting on behalf of Buyer; (ii) be true and correct on the date hereof and shall be correct at Closing; and (iii) survive Closing.

5. Closing. The parties shall consummate the conveyance of the Property, pay the purchase price and deliver all instruments of conveyance relating thereto ("Closing") at such location in Monroe County, Florida designated by Seller or as otherwise mutually agreed upon by the parties ("Closing Location") on or before April 29, 2016 (the "Closing Date").

6. Closing Charges and Procedure.

a. At Closing, the Seller shall execute and deliver to Buyer the following:

i. A duly executed Bill of Sale or Assignment form acceptable to Monroe County, Florida for the transfer of the Property free and clear of all liens, claims and encumbrances;

ii. A Seller's Affidavit;

iii. Appropriate evidence of Seller's formation, existence and authority to sell and convey the Property; and a letter from any applicable government agency granting Buyer use of the Property according to her stated purpose, allowing transfer and full use of the ROGO/Transient Licenses recognized at a minimum of three (3) bedrooms and three (3) bathrooms each, and

- iv. A Closing Statement.
- b. At Closing, the Buyer shall execute and/or deliver to Seller the following:
  - i. The Purchase Price less the Deposit (or Option Deposit, if applicable) previously paid and
  - ii. A Closing Statement.
- c. At the Closing, Escrow Agent shall deliver the Deposit (or Option Deposit) to Seller.

Notwithstanding the foregoing, Seller will, at Buyer's request, deliver executed documents as set forth above as to any or all of the ROGO certificates at anytime between the execution of this agreement and prior to the closing date. Buyer will comply with the payment schedule as set forth herein irrespective of the timing of delivery of Seller's documents to Buyer. Any documents not previously provided by the parties as required under this agreement shall be provided on the Closing Date.

7. Escrow. It is agreed that the duties of the Escrow Agent are only as herein specifically provided and purely ministerial in nature, and the Escrow Agent shall incur no liability whatever except for willful misconduct or gross negligence, as long as the Escrow Agent has acted in good faith. The Seller and Buyer each release the Escrow Agent from any act done or omitted to be done by the Escrow Agent in good faith in the performance of its duties hereunder, except the parties shall not release Escrow Agent from willful misconduct or gross negligence.

The Escrow Agent is acting as stakeholder only with respect to the Deposit and any other monies or documents to the extent delivered to Escrow Agent pursuant to this Agreement. The Escrow Agent agrees that at such times as either party alleges that there is an event entitling the party to any deposit held with Escrow Agent, then the Escrow Agent shall send notice to the Buyer and Seller advising that the other party has made demand on the Escrow Agent for such funds. If a party does not dispute Escrow Agent disbursing the deposit within ten (10) days of receipt of notice that Escrow Agent intends to disburse the Deposit, other document or money held by Escrow Agent, then Escrow Agent is authorized to disburse the money or document (as applicable) as set forth in Escrow Agent's notice. If there is any valid dispute as to whether the Escrow Agent is obligated to deliver the Deposit, money or document or the cash or documents to close or as to whom the Deposit or cash or documents to close is to be delivered, the Escrow Agent shall not make any delivery, but in such event, the Escrow Agent shall hold same until receipt by it of an authorization in writing, directing the disposition of same executed by Seller and Buyer; or in the absence of such authorization, the Escrow Agent shall hold the Deposit and/or the cash or documents to close until final determination of the rights of the parties in the appropriate proceedings. If such written authorization is not given or proceedings for such determination are not begun within thirty (30) days of written demand by Escrow Agent to Seller and Buyer and diligently continued, the Escrow Agent may bring an appropriate action or proceeding to interplead such deposits. Any such interpleader action must be brought in Monroe

County, Florida. The Escrow Agent shall be reimbursed for all costs and expenses of such action or proceeding, including, without limitation, reasonable attorneys' fees and disbursements, by the party determined to have wrongfully disputed Escrow Agent's authority to disburse. Upon making delivery of the Deposit and/or the cash or documents to close, the Escrow Agent shall have no further liability unless such delivery constituted willful misconduct or gross negligence. Seller acknowledges that the Escrow Agent is counsel to Buyer and the parties hereby that Escrow Agent can represent Buyer and itself hereunder in the event of any dispute hereunder, concerning the monies or documents which Escrow Agent is holding or otherwise, and waive any right to object to same.

The provisions of this Paragraph shall survive any termination of this Agreement.

8. Brokerage Representation. By signing this Agreement, BUYER and SELLER represent and warrant to each other that SELLER and BUYER have not consulted or dealt with any broker, salesperson, agent or finder other than BHHS Knight and Gardner Realty (the "Broker"), The SELLER shall be solely responsibility for the payment of a commission to the Broker of five-percent (5%) of the gross purchase price. BUYER and SELLER will indemnify and hold each other harmless for and from any such person or company claiming otherwise.

9. Default.

a. If, prior to Closing, Seller shall default under any of its covenants, representations or warranties set forth in this Agreement or shall otherwise fail, neglect or refuse to perform its obligations set forth in this Agreement Buyer may elect to terminate this Agreement, in which event Buyer shall receive the return of the Deposit together with any interest thereon; provided, however, Buyer shall not thereby waive any rights or remedies because of such default by Seller or Buyer shall be entitled to all remedies available in equity, including an action for specific performance as a result of Seller's breach.

b. If, prior to Closing, Buyer shall default under any of its covenants, representations or warranties set forth in this Agreement or shall otherwise fail, neglect or refuse to perform its obligations set forth in this Agreement, the Seller may elect to terminate this Agreement in which event, the Deposit together with any interest thereon shall be paid to Seller as liquidated damages (there being no method available at the date hereof to ascertain damages), consideration for the execution of this Agreement and full settlement of any claims and Seller and Buyer shall be relieved of all obligations under this Agreement.

c. Prior to either party enforcing its remedies under this Agreement, the non-defaulting party shall provide the other party with written notice and a ten (10) day period in which to attempt to cure such default.

10. Miscellaneous.



a. This Agreement shall be construed in accordance with the laws of the State of Florida. This Agreement shall not be construed more strongly against either party regardless of which party is responsible for its preparation. Venue for any dispute hereunder shall be in the Circuit Court for Monroe County, Florida.

b. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and all such counterparts shall for all purposes constitute a single instrument. Facsimile execution of this Agreement or any amendment hereto shall constitute binding execution.

c. In connection with any litigation, including appellate proceedings arising out of this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs, through all trial and appellate levels.

d. This Agreement contains all the terms, promises, covenants, conditions and representations made by or entered into by and between Seller and Buyer, and supersedes all prior discussions and agreements whether written or oral. This Agreement shall bind and inure to the benefit of the parties hereto and their heirs, executors, administrators, assigns and successors in interest. This Agreement is freely assignable by the Buyer provided that any assignee shall assume and agree to perform all obligations of the assignor.

e. In construing this Agreement, the singular shall be deemed to include the plural, the plural shall be deemed to include the singular and the use of any gender shall include every other gender and all captions and paragraph headings shall be discarded.

f. If any portion of this Agreement is determined to be unlawful, the remaining portions shall remain in full force and effect as if such unlawful portion(s) did not appear herein.

g. Seller's and Buyer's warranties, agreements, covenants and representations set forth in this Agreement shall not be merged upon delivery of the instrument of conveyance nor upon delivery of the Consideration and shall survive the Closing.

h. For purposes of performance, the date of this Agreement (the "Effective Date") shall be the date when this Agreement is executed by Seller and Buyer without any change or amendment to the Agreement as presented.

i. The parties agree that time is of the essence with respect to performance of each party's obligations under this Agreement. The parties agree that in the event that the date on which performance is to occur falls on a Saturday, Sunday or state or national holiday, then the time for such performance shall be extended to the next business day thereafter occurring.

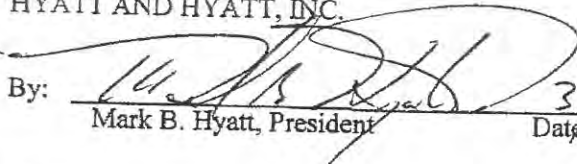
~~k. Buyer shall not be able to assign this contract.~~

h n | 

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed under proper authority as of the Effective Date.


SELLER:

HYATT AND HYATT, INC.

By:  3/9/16  
Mark B. Hyatt, President Date

BUYER:

WARREN DEDRICK

By:  3/8/16  
Warren Dedrick, Individually Date

D

IN THE CIRCUIT COURT OF THE  
SIXTEENTH JUDICIAL CIRCUIT IN AND  
FOR MONROE COUNTY, FLORIDA

Doc# 1987037 06/20/2014 2:19PM  
Filed & Recorded in Official Records of  
MONROE COUNTY AMY HEAVILIN

CASE NO. 44-2013-CA-1259-K

WAYNE LaRUE SMITH and DANIEL E. SKAHEN  
Plaintiff

06/20/2014 2:19PM  
DEED DOC STAMP CL: Krys \$1,050.00

VS.

JAMES G. MCALHANY and PAMELA D. MCALHANY, et. al.  
Defendant

**CERTIFICATE OF TITLE**

The undersigned Clerk of the Court certifies that he or she executed and filed a Certificate of Sale in this action June 2014 for the property described herein and that no objections to the sale have been filed within the time allowed for filing objections.

The following property in Monroe County, Florida:

Doc# 1987037  
BK# 2690 Pg# 1544

SEE ATTACHED LEGAL DESCRIPTION

was sold to: MAXIMUS PROPERTIES, LLC  
727 WASHINGTON STREET  
KEY WEST, FLORIDA 33040

WITNESS MY HAND AND SEAL of this Court on June 20, 2014.

AMY HEAVILIN, CLERK  
Clerk of the Court

By: [Signature]  
Deputy Clerk

Bid Amount \$150,000.00



FILED FOR RECORD  
2014 JUN 20 PM 4:08  
CLK. CIR. CI.  
MONROE COUNTY, FLA.

In the City of Key West and part of Lot 1 in Square 62 according to Whitehead's map of said City delineated in February 1829; COMMENCING at a point on Angela Street 242 feet from the corner of Angela and Whitehead Streets and running thence Northeasterly along Angela Street 34 feet and 6 inches; thence running Northwesterly 66 feet and 6 inches; thence running Southwesterly 34 feet and 6 inches; thence running Southeasterly 66 feet and 6 inches to the Place of Beginning on Angela Street.

TOGETHER WITH an Easement; a portion of the land located in the City of Key West, Monroe County, Florida and being a part of Lot 1 in Square 62 according to Whitehead's map of said City delineated in February 1829, and being more particularly described as follows: COMMENCING at the intersection of the Northeasterly right of way line of Whitehead Street and the Southeasterly right of way line of Angela Street; thence in a Northeasterly direction along the said Southeasterly right of way line of Angela Street for 242.00 feet; thence at a right angle and in a Northwesterly direction for 7.21 feet to the Point of Beginning; thence continue in a Northwesterly direction 59.29 feet; thence at a right angle and in a Southwesterly direction 2.67 feet; thence at an angle of  $88^{\circ} 37' 12''$  to the right and in a Southeasterly direction for 59.33 feet; thence at a right angle and in a Northeasterly direction for 1.24 feet to the Point of Beginning.

including the buildings, appurtenances, and fixtures located thereon.

Property Address: 421 ANGELA STREET, KEY WEST, FL 33040

Doc# 1987037  
Bk# 2690 Pg# 1545

E

IN THE CIRCUIT COURT OF THE SIXTEENTH JUDICIAL CIRCUIT IN AND FOR MONROE COUNTY, FLORIDA

Doc# 1985545 06/11/2014 9:38AM  
Filed & Recorded in Official Records of  
MONROE COUNTY AMY HEAVILIN

Doc# 1985545  
Bk# 2688 Pg# 2428

CASE NO: 44-2013-CA-1259-K

WAYNE LaRUE SMITH and DANIEL E. SKAHEN  
Plaintiff

VS.

JAMES G. McALHANY, et.al  
Defendant

NOTICE OF SALE  
JUN 11 2014  
11:23 AM  
CLERK OF COURT  
MONROE COUNTY FLORIDA

**CERTIFICATE OF SALE**

The undersigned Clerk of the Court certifies that Notice of Public Sale of the property described in the Final Judgment was published in the KEY WEST CITIZEN a newspaper circulated in Monroe County, Florida, in the manner shown by the Proof of Publication attached.

See attached Property Description

And on June 9, 2014 the property was offered for public sale to the highest and best bidder for cash.

The highest and best bid received for the property was submitted by MAXIMUS PROPERTIES, LLC to whom the property was sold.

The proceeds of the sale are retained for distribution in accordance with the Final Judgment.

WITNESS MY HAND AND SEAL of this Court on June 9, 2014

AMY HEAVILIN, Clerk  
Clerk of the Court

By: *[Signature]*

Bid: \$150,000.00



In the City of Key West and part of Lot 1 in Square 62 according to Whitehead's map of said City delineated in February 1829; COMMENCING at a point on Angela Street 242 feet from the corner of Angela and Whitehead Streets and running thence Northeasterly along Angela Street 34 feet and 6 inches; thence running Northwesterly 66 feet and 6 inches; thence running Southwesterly 34 feet and 6 inches; thence running Southeasterly 66 feet and 6 inches to the Place of Beginning on Angela Street.

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including the buildings, appurtenances, and fixtures located thereon.

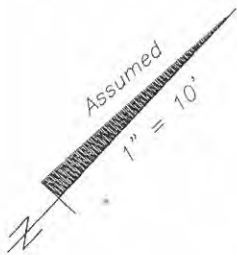
Property Address: 421 ANGELA STREET, KEY WEST, FL 33040

Doc# 1985545  
Bk# 2688 Pg# 2429

# Survey

A.

### Boundary Survey Map of part of Lot 1, Square 62, Island of Key West, Florida



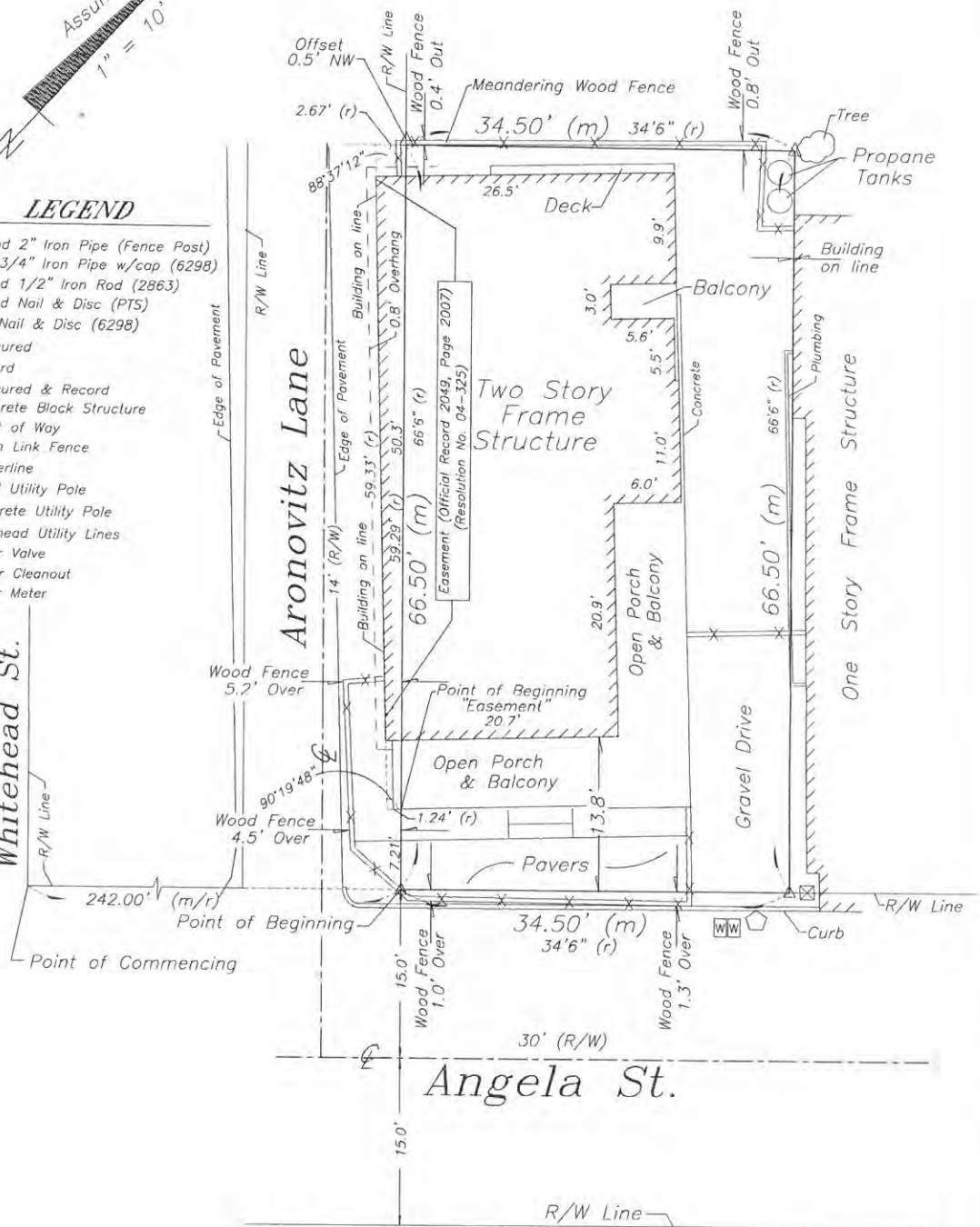
#### LEGEND

- ⊙ Found 2" Iron Pipe (Fence Post)
- Set 3/4" Iron Pipe w/cap (6298)
- Found 1/2" Iron Rod (2863)
- ▲ Found Nail & Disc (PTS)
- △ Set Nail & Disc (6298)
- (M) Measured
- (R) Record
- (M/R) Measured & Record
- C.B.S. Concrete Block Structure
- R/W Right of Way
- CLF Chain Link Fence
- ℄ Centerline
- ⊕ Wood Utility Pole
- ⊗ Concrete Utility Pole
- P- Overhead Utility Lines
- Water Valve
- ⊠ Sewer Cleanout
- ⊞ Water Meter

Whitehead St.

Aronovitz Lane

Angela St.



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

Sheet One of Two Sheets

**J. LYNN O'FLYNN, Inc.**



Professional Surveyor & Mapper  
PSM #6698

3430 Duck Ave., Key West, FL 33040  
(305) 296-7422 FAX (305) 296-2244



Boundary Survey Report of part of Lot 1, Square 62,  
Island of Key West, Florida

NOTES:

1. The legal description shown hereon was furnished by the client or their agent. This survey does not determine or imply ownership.
2. Underground foundations and utilities were not located.
3. All angles are 90° (Measured & Record) unless otherwise noted.
4. Street address: 421 Angela Street, Key West, FL.
5. This survey is not valid without the signature and the original raised seal of a Florida licensed surveyor and mapper.
6. Lands shown hereon were not abstracted for rights-of-way, easements, ownership, or other instruments of record.
7. North Arrow is assumed and based on the legal description.
8. Date of field work: August 27, 2014
9. Ownership of fences is undeterminable, unless otherwise noted.
10. Adjoiners are not furnished.
11. The Survey Report is not full and complete without the attached Survey Map.

*BOUNDARY SURVEY OF:* In the City of Key West and part of Lot 1 in Square 62 according to Whitehead's map of said City delineated in February 1829; *COMMENCING* at a point on Angela Street 242 feet from the corner of Angela and Whitehead Streets and running thence Northeasterly along Angela Street 34 feet and 6 inches; thence running Northwesterly 66 feet and 6 inches; thence running Southwesterly 34 feet and 6 inches; thence running Southeasterly 66 feet and 6 inches to the Place of Beginning on Angela Street.

*TOGETHER WITH an Easement;* a portion of the land located in the City of Key West, Monroe County, Florida and being a part of Lot 1 in Square 62 according to Whitehead's map of said City delineated in February 1829, and being more particularly described as follows: *COMMENCING* at the intersection of the Northeasterly right of way line of Whitehead Street and the Southeasterly right of way line of Angela Street; thence in a Northeasterly direction along the said Southeasterly right of way line of Angela Street for 242.00 feet; thence at a right angle and in a Northwesterly direction for 7.21 feet to the Point of Beginning; thence continue in a Northwesterly direction 59.29 feet; thence at a right angle and in a Southwesterly direction 2.67 feet; thence at an angle of 88°37'12" to the right and in a Southeasterly direction for 59.33 feet; thence at a right angle and in a Northeasterly direction for 1.24 feet to the Point of Beginning.

*BOUNDARY SURVEY FOR:* Maximus Properties LLC;

J. LYNN O'FLYNN, INC.



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

August 28, 2014

THIS SURVEY  
IS NOT  
ASSIGNABLE

Sheet Two of Two Sheets

J. LYNN O'FLYNN, Inc.



Professional Surveyor & Mapper  
PSM #6298

3430 Duck Ave., Key West, FL 33040  
(305) 296-7422 FAX (305) 296-2244

# Site Plans

(B)

2nd Floor  
Unit B



KEY WEST DESIGN LAB  
+  
ASSOCIATES, LLC  
260028-8  
1901 FLAGLER AVENUE  
KEY WEST, FL 33040  
(305) 440-3960

JAMES MURR HOFFMAN  
P 15 729 (615) 955 0975  
J.MURR@ARCHITECT@GMAIL.COM

Dimensions  
Warren Dedrick  
421 Angela St.  
Key West, FL 33040

PN 14000311  
Second Floor

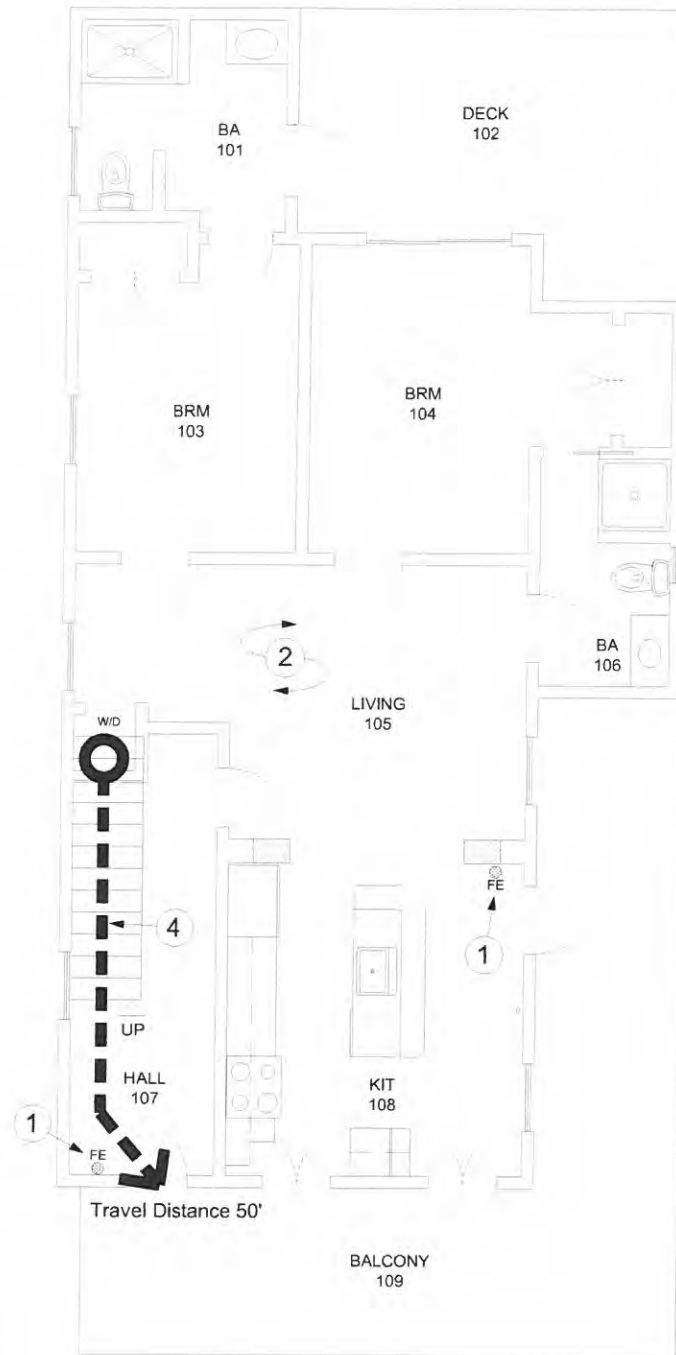


Interior Square Footage: 1108.31 Sq Ft  
Interior Square Footage with Deck: 1515.48 Sq Ft

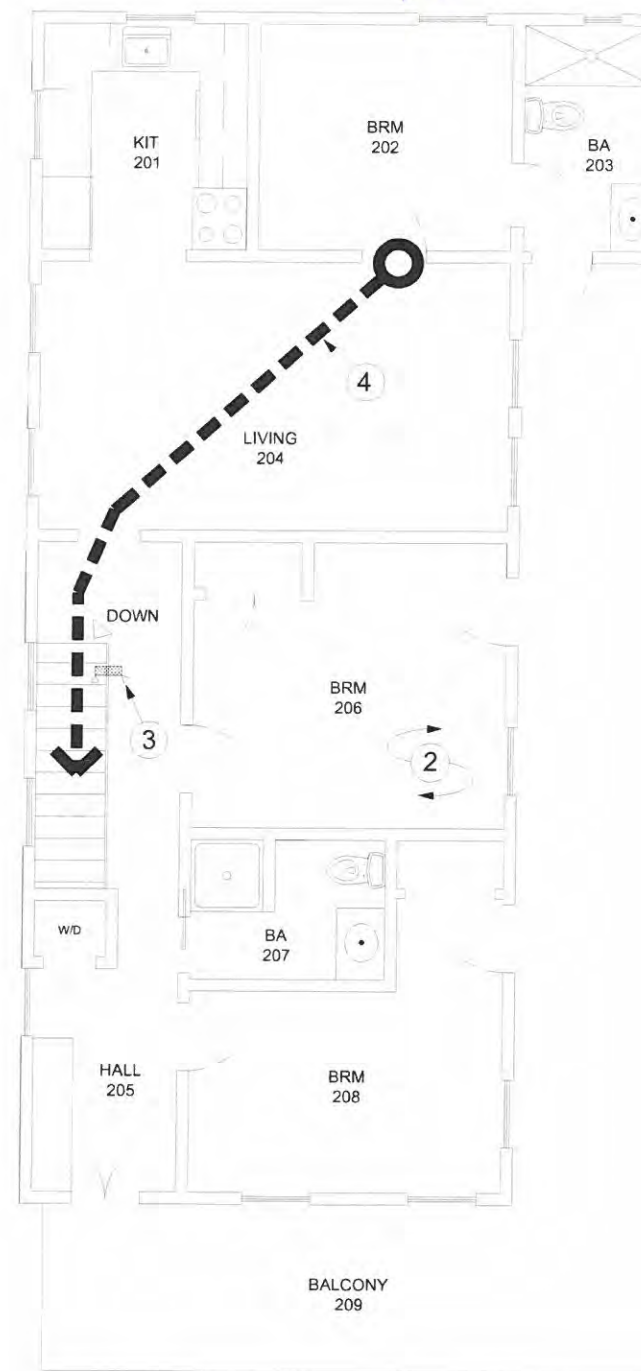
1 Second Floor Unit B  
A-2 Scale 1/4" = 1'-0"

ONE CALL CONSTRUCTION, INC.  
One Call Does It All!

-2  
Sheet 02 of 02



**1 Proposed First Floor**  
 LS-1 Scale: 1" - 8'-0"



**2 Proposed Second Floor**  
 LS-1 Scale: 1" - 8'-0"

**Life Safety Notes: 421 Angela St**

1. Provide (2) 5lb ABC Fire Extinguishers as shown -
2. Provide Smoke Detectors as required by code - Smoke detectors shall be hardwired with battery back-up -
3. Provide Emergency Lighting w/ Battery Back-up -
4. Travel distances do not exceed 50' from any space -



**KEY WEST DESIGN  
 +  
 ASSOCIATES, LL**  
 AA26002848  
 1901 FLAGLER AVENUE  
 KEY WEST, FL 3304  
 (305) 440-3960

11/12/2015  
 EFE72WF7WU/TN

JAMES MARR HOFFMA  
 AR 15,729 (615) 955-0  
 AUBURNARCHITECT@GMAIL

Interior Improvements  
 Maximus Properties LLC  
 421 Angela Street  
 Key West FL 33040

Life Safety Plan

PN: 14000345.1  
 11/12/2015

**LS-**

Sheet 01 of 01

# **Additional Information**

APPROVED 5/21/15  
RESCINDED LATER 3 RESOL.

C.

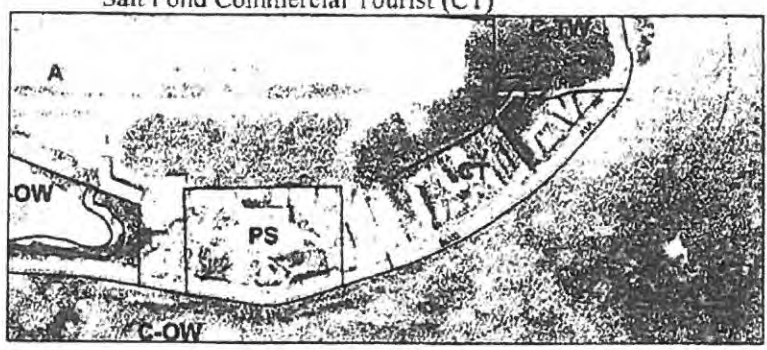
THE CITY OF KEY WEST  
PLANNING BOARD  
Staff Report



To: Chair and Planning Board Members  
From: Kevin Bond, AICP, Senior Planner  
Through: Thaddeus Cohen, Planning Director  
Meeting Date: May 21, 2015

Agenda Item: Request by Hyatt & Hyatt, Inc. to rescind Planning Board Resolution Nos. 2005-040 & 2006-019 - Dissolving previously-adopted Planning Board Resolution No. 2005-040, which approved a transfer of 2 full-size transient units from 914 Frances Street (RE # 00020900-000000; AK # 1021644) to 3591 South Roosevelt Boulevard (RE # 00054350-000000; AK # 1054968) for two non-transient units, and Planning Board Resolution No. 2006-019, which approved a transfer of 1 full-size transient unit from 914 Frances Street to 3591 S Roosevelt Blvd for 1 non-transient unit, pursuant to Chapter 122, Article V, Division 6 of the Land Development Regulations of the Code of Ordinances of the City of Key West, Florida

Request: To rescind Planning Board Resolution Nos. 2005-040 and 2006-019 and substitute in its place recognition of three (3) transient units with licenses as unassigned to any sender site.  
Applicant: Mark Hyatt  
Property Owner: Hyatt & Hyatt, Inc.  
Location: 3591 South Roosevelt Boulevard (RE # 00054350-000000; AK # 1054968)  
Zoning: Salt Pond Commercial Tourist (CT)



**Background:**

In 2005, a Major Development Plan was approved through City Commission Resolution No. 05-342 to construct a 20-unit market-rate residential condominium at 3591 South Roosevelt Boulevard. To that end, Hyatt & Hyatt assembled development rights for 12 of the units through the transient transfer process via Planning Board Resolution Nos 2005-040, 2005-041 and 2006-019; and eight (8) of the units through ROGO Unit Certificates. However, the 20-unit development never commenced and expired. Subsequently, 14 of the 20 units were sold or transferred as transient units with licenses from Hyatt & Hyatt to other parties. In 2012, the Planning Board passed Resolution No. 2012-41 dissolving previously-adopted Resolution No. 2005-041, which approved the transfer of 15 small transient units for use as nine (9) full-size non-transient residences, and substituted in its place recognition of nine (9) BPAS transient units with licenses as unassigned to any particular property.

**Request:**

The applicant would like to divest himself of the remaining transient units and licenses previously transferred to the property at 3591 South Roosevelt Boulevard through the rescinding of Planning Board Resolution Nos. 2005-040 and 2006-019 for the purpose of future sale and transfer to an eligible receiver site.

**Process:**

Planning Board:	May 21, 2015
Local Appeal:	10 Days
DEO Review:	Up to 45 Days

**Analysis – Evaluation for Compliance With The Land Development Regulations:**

Hyatt & Hyatt still owns six (6) remaining transient units with licenses out of the 20 planned units at 3591 South Roosevelt Boulevard. Three (3) of the six (6) remaining units are left from Planning Board Resolution No. 2012-41, which dissolved Planning Board Resolution No. 2005-041 and recognized nine (9) transient units with licenses available for transfer to eligible receiver sites. The other three (3) of the six (6) remaining units are still associated with their prior transient transfer approvals: Planning Board Resolution No. 2005-040, which approved a transfer of two (2) full-size transient units from 914 Frances Street to 3591 South Roosevelt Boulevard for two (2) non-transient units; and Planning Board Resolution No. 2006-019, which approved a transfer of one (1) full-size transient unit from 914 Frances Street to 3591 South Roosevelt Boulevard for one (1) non-transient unit.

In order to permit the sale and transfer of all six (6) remaining units from Hyatt & Hyatt to an eligible receiver site, Hyatt & Hyatt has requested that Planning Board Resolution Nos 2005-040 and 2006-019 be dissolved, following the same process as was done for Planning Board Resolution No. 2012-41. If dissolved, then the next step would be obtaining an approval for transient transfer of the units with licenses from the Planning Board. As was done with Planning Board Resolution No. 2012-41, the three (3) transient units with licenses would not be assigned to a particular sender site. At all times, the right to transfer the transient units with licenses must be preserved by keeping the business tax receipts active.



Although, if approved, the transient units with licenses would not be associated with a sender site, that does not mean that the units could be of unlimited size on a receiver site. Therefore, for purposes of satisfying the parity requirement for transient transfers in Code Section 122-1339(b), the future development of the remaining units at 3591 South Roosevelt Boulevard should not exceed three bedrooms. This determination is consistent with how the units were intended to be used at 3591 South Roosevelt Boulevard, and how units that have already been reassigned to other properties were used, as outlined below.

- City Commission Resolution No. 05-124 approved the redevelopment of a former 24-room motel at 915 Windsor Lane into six (6) full-size transient units. The old motel rooms were single-room units. Six (6) of the ROGO equivalents were redeveloped into six 3-bedroom townhouse-type transient units at the Windsor property. ←
- Planning Board Resolution No. 2005-041 approved the transfer of 15 small transient units from 915 Windsor Lane to 3591 South Roosevelt Boulevard for nine (9) full-size non-transient units. The receiver site units were going to be 3-bedroom non-transient units of 2,800 square feet each. ←
- Planning Board Resolution No. 2013-46 approved the transfer of three (3) transient units with licenses from unassigned status to 520 Angela Street for "one 3-bedroom single-family house...and a two bedroom one bath single-family house." ←

The transient transfer process, as defined in Code Chapter 122, Article V, Division 6, promotes compliance with allowed transient use in particular zoning districts. The transfer process also allows for the transfer of transient units and the extinguishment of the transient license to create non-transient residential units. The applicant had originally intended to create non-transient residential units through this process at the South Roosevelt Boulevard property. With the dissolving of the prior resolutions, the units would retained their transient status and be available for transfer to an eligible receiver site. ↘

**RECOMMENDATION:**

The Planning Department, based on criteria established in Chapter 122, Article V, Division 6 of the Land Development Regulations, recommends the request be **APPROVED**.





TRANSFERABLE TRANSIENT ROGO EXEMPTIONS TRANSFER AGREEMENT

THIS INDENTURE is made as of this 27<sup>th</sup> day of April, 201~~8~~<sup>6</sup>, by and between **HYATT & HYATT, INC.** a Florida corporation ("Grantor"), with an address of 3591 South Roosevelt Boulevard, Key West, Florida 33040 in favor of **MAXIMUS PROPERTIES, LLC.**, a Florida limited liability company (hereinafter referred to as "Grantee"), with an address of 727 Washington Street, Key West, Florida 33040 ("Grantor" and "Grantee" to include their respective heirs, successors, executors, administrators, legal representatives and assigns where the context requires or permits).

WITNESSETH:

Grantor, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration the receipt, adequacy, and sufficiency of which are hereby acknowledged by Grantor, does hereby grant, bargain, convey and confirm unto Grantee all of Grantor's right, title and interest in and to those certain six (6) market rate Transferable Transient ROGO Exemptions ("TRES") identified by the City of Key West Florida under license number 16-00021490 (three unassigned units) and 16-00024628 (three unassigned units) and further defined by the City of Key West Planning Board Resolutions number 2005-040 & 2006-019 (a copy of which is an exhibit to this Agreement) together with Grantor's rights to transfer the TRES to another site, and any and all claims of Grantor with respect thereto and together with all right, title and interest of Grantor in and to any and all extensions and renewals of any of the foregoing.

TO HAVE AND TO HOLD, with all and singular the rights, members and appurtenances thereof, to the same being, belonging or in anywise appertaining to the only proper use, benefit and behoof of the said Grantee forever in FEE SIMPLE.

AND THE SAID Grantor will warrant and forever defend the right and title to the above described TRES unto the said Grantee against the lawful claims of all persons whomsoever.



IN WITNESS WHEREOF, the Grantor has signed and sealed this Indenture as of the date first above written.

WITNESS:

Janel K. Jeselskis  
Name:  
[Signature]  
Name

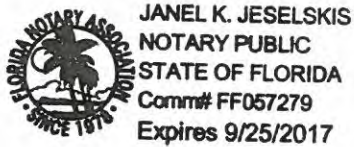
**Hyatt & Hyatt, Inc.,** a Florida corporation

By: [Signature]  
Name: Mark B. Hyatt  
Title: President

**STATE OF FLORIDA  
COUNTY OF MONROE**

The foregoing instrument was acknowledged before me this 27<sup>th</sup> day of April, 2016 by Mark Hyatt, as President of Hyatt & Hyatt, Inc., a Florida corporation, who is personally known to me or who provided a Driver's License as identification, and who did take an oath.

[seal]



Janel K. Jeselskis  
Notary Public - State of Florida  
Printed Name: Janel K. Jeselskis

[Signature]

# CITY OF KEY WEST, FLORIDA



Key West

## Business Tax Receipt

This Document is a business tax receipt  
Holder must meet all City zoning and use provisions.  
P.O. Box 1409, Key West, Florida 33040 (305) 809-3955

Business Name MAXIMUS PROPERTIES, LLC CtINbr:0017540  
 Location Addr UNASSIGNED  
 Lic NBR/Class 16-00031970 RENTAL-TRANSIENT RESIDENTIAL  
 Issue Date: May 02, 2016 Expiration Date: September 30, 2016  
 License Fee \$3.00  
 Add. Charges \$0.00  
 Penalty \$0.00  
 Total \$3.00  
 Comments: 3 TRANSIENT UNITS

This document must be prominently displayed.

MAXIMUS PROPERTIES, LLC

MAXIMUS PROPERTIES, LLC  
727 WASHINGTON ST

KEY WEST FL 33040

Oper: KEYWORD Type: OC Drawer: 1  
 Date: 5/02/16, 51 Receipt no: 15713  
 CR 2016 31570  
 LIC OCCUPATIONAL RENEWAL 1.00  
 Trans number: 3081054 \$3.00  
 CA CASH \$5.00  
 Trans date: 5/02/16 Time: 10:03:03

# CITY OF KEY WEST, FLORIDA

## Business Tax Receipt

This Document is a business tax receipt  
Holder must meet all City zoning and use provisions.  
P.O. Box 1409, Key West, Florida 33040 (305) 809-3955



Business Name	MAXIMUS PROPERTIES, LLC	CtlNbr:0017539
Location Addr	UNASSIGNED	
Lic NBR/Class	16-00031971 RENTAL-TRANSIENT RESIDENTIAL	
Issue Date:	May 03, 2016	Expiration Date:September 30, 2016
License Fee	\$3.00	
Add. Charges	\$0.00	
Penalty	\$0.00	
Total	\$0.00	
Comments:	3 TRANSIENT RENTAL UNITS	

---

This document must be prominently displayed.

MAXIMUS PROPERTIES, LLC  
727 WASHINGTON ST  
KEY WEST FL 33040

A<sub>c</sub>

May 6, 2016 1:09:55 PM EDT

File Edit Commands Help

SUNGARD PUBLIC SECTOR  
NavilLine

### License File Changes - General Information

**Business control:** 17433 **Last activity:** Created: 03/23/16 by KEYWKGP

Business Name and Address	Mailing Address
MAXIMUS PROPERTIES, LLC (TR) 421 ANGELA ST KEY WEST FL 33040	

**License number:** 16 00021352

**Application, issue, expiration:** 03/23/2016 03/23/2016 09/30/2016

**License status:** AC ACTIVE

**Classification:** TR TRANSIENT RENTAL UNIT (MEDALLION)

**Exemption:**

**Comments:** ONE TRANSIENT UNIT

**Restrictions:** MEDALLION 853

**Gross receipts:** 0.00

Reprint this license

Additional charges \*  Miscellaneous

Extra requirements \*  Sub codes

OK  
Exit  
Cancel

Code description  
Applicant/Qualifier  
Business maint...  
Tags maintenance  
Review steps...  
Page down

D.

2012  
Originally - 9  
Only 3 left

PLANNING BOARD  
RESOLUTION No. 2012-41

A RESOLUTION OF THE KEY WEST PLANNING BOARD PURSUANT TO CHAPTER 122, ARTICLE V. DIVISION 6, SECTIONS 122-1336 THROUGH 122-1345, SUBPART B, LAND DEVELOPMENT REGULATIONS OF THE CODE OF ORDINANCES OF THE CITY OF KEY WEST DISSOLVING THE PREVIOUSLY ADOPTED RESOLUTION 2005-041 WHICH APPROVED AN APPLICATION FOR THE TRANSFER OF FIFTEEN (15) SMALL TRANSIENT UNITS FROM 915 WINDSOR LANE (RE# 00020091-000000 TO 3591 SOUTH ROOSEVELT BOULEVARD (RE#00054350-000000 FOR USE AS NINE (9) FULL SIZE NON-TRANSIENT RESIDENCES, AND SUBSTITUTING IN ITS PLACE RECOGNITION OF NINE (9) BPAS TRANSIENT UNITS WITH LICENSES AS UNASSIGNED TO ANY PARTICULAR PROPERTY; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Section 122-1338 (2) of the Code of Ordinances allows a transient unit to be transferred along with an accompanying business tax receipt from an area where transient uses are prohibited to a receiver site where transient residential use is permitted without the accompanying transfer of the unit; and

WHEREAS, the transient units transferred to 3591 South Roosevelt Blvd were combined from fifteen (15) 0.58 ESFU into nine (9) 1.0 ESFU; and

WHEREAS, the purpose for the transfer was to construct single family units approved

P. [Signature] Chairman  
[Signature] Planning Director

for a major development plan; and

**WHEREAS**, the development approvals for that project have expired; and

**WHEREAS**, the applicant wishes to divest himself of the transferred transient units to second party; and

**WHEREAS**, the units will be held as unassigned to any particular property until such time as a buyer will come forth; and

**WHEREAS**, the units will be potentially located in an appropriate zoning district.

**NOW, THEREFORE BE IT RESOLVED** by the Planning Board of the City of Key West, Florida:

**Section 1.** That the above recitals are incorporated by reference as if fully set forth herein.

**Section 2.** That a transfer of transient units and associated business tax receipts, pursuant to Section 122-1339 of the Code of Ordinances of the City of Key West, Florida, is hereby granted as follows: **ALLOWING A TRANSFER OF NINE TRANSIENT UNITS AND**

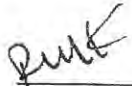

  
Chairman  
  
Planning Director

ASSOCIATED BUSINESS TAX RECEIPTS FROM PROPERTY LOCATED AT 3591 SOUTH ROOSEVELT BOULEVARD (RE# 00054350-000000) TO A STATUS OF UNASSIGNED TO ANY PARTICULAR PROPERTY with the following conditions as determined by the Planning Board:

**Section 3.** This transfer of nine transient units and associated business tax receipts does not constitute a finding as to ownership or right to possession of real property, and assumes, without finding, the correctness of applicant's assertion of legal authority respecting any real property.

**Section 4.** This resolution shall go into effect immediately upon its passage and adoption and authentication by the signatures of the presiding officer and the Clerk of the Commission

**Section 5.** This resolution is subject to appeal periods as provided by the City of Key West Code of Ordinances (including the Land Development Regulations). After the City appeal period has expired, this permit will be rendered to the Florida Department of Economic Opportunity. Pursuant to Chapter 9J-1, F.A.C., this permit is not effective for forty five (45) days after it has been properly rendered to the DEO with all exhibits and applications attached to or incorporated by reference in this approval; that within the forty five (45) day review period the DCA can appeal the permit to the Florida Land and Water Adjudicatory Commission; and that such an appeal stays the effectiveness of the permit until the appeal is resolved by agreement or

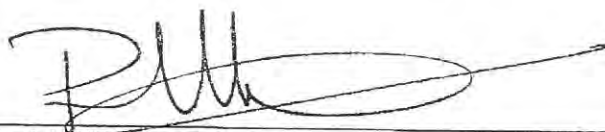
  
Chairman  
  
Planning Director




order.

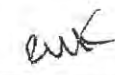

Read and passed on first reading at a regularly scheduled meeting held this 20th day of September, 2012.

Authenticated by the Chairman of the Planning Board and the Planning Director.

  
Richard Klitenick, Chairman  
Key West Planning Board  
Date 10/2/12

**Attest:**   
Donald Leland Craig, AICP  
Planning Director  
Date 9-28-12

Filed with the Clerk:  
  
Cheryl Smith, City Clerk  
Date 10-3-12

  
Chairman  
  
Planning Director



**THE CITY OF KEY WEST  
PLANNING DEPARTMENT**

P.O. Box 1409 Key West, Florida 33041-1409  
gkenson@keywestcity.com  
Phone (305) 809-3728  
Fax (305) 809-3739

23 October 2007

Mr. Mark B. Hyatt  
17021 Starfish Lane West  
Sugarloaf Shores, Florida 33042

Subject: 3591 South Roosevelt Boulevard  
RE# 00054350-000000

Dear Mr. Hyatt:

It is my understanding that you no longer wish to proceed with the proposed major development plan for 20 residential units at 3591 South Roosevelt Boulevard approved by City Commission Resolution 05-342 on October 19, 2005. Between November, 2005 and July, 2006, Hyatt & Hyatt, Inc. purchased 20-ROGO units for use in connection with the major development plan approved for 3591 South Roosevelt Boulevard, Key West, Florida (the "Property"). The ROGO units were acquired by Hyatt & Hyatt, Inc. as follows:

Planning Board Resolution No. 2005-040 approved the transfer of two (2) full size transient units from 914 Frances Street for use as two (2) full size units at 3591 South Roosevelt Boulevard.

Planning Board Resolution No. 2005-041 approved the transfer of fifteen (15) small transient units from 915 Windsor Lane for use as nine (9) full size units at 3591 South Roosevelt Boulevard.

Planning Board Resolution No. 2006-019 approved the transfer of one (1) full size transient units from 914 Frances Street for use as one (1) full size unit at 3591 South Roosevelt Boulevard.

On September 13, 2005, the City Manager, on behalf of the City Planner issued ROGO Unit Certificate Nos. 1 - 6 to Old Town Key West Development Ltd. Each Certificate represents a transferable right to develop one full size residential unit pursuant to City Resolution No. 05-240. On December 6, 2005, the City Planner approved the assignment of the development rights represented by Certificate Nos. 1 - 6 from Old Town Key West Development Ltd. to Hyatt & Hyatt, Inc.

On January 12, 2006, the City Planner issued ROGO Unit Certificate Nos. 7 and 8 to Old Town Key West Development Ltd. Each Certificate represents a transferable right to develop one full size residential unit pursuant to City Resolution No. 00-354. On March 24, 2006, the City Planner approved the assignment of the development rights represented by Certificate Nos. 7 and 8 from Old Town Key West Development Ltd. to Hyatt & Hyatt, Inc.

The Planning Department proposes the following resolution:

A handwritten signature, possibly "DC", in black ink.

A handwritten signature, possibly "RHK", in black ink.

1. Hyatt & Hyatt, Inc. may petition the Planning Board to rescind Planning Board Resolution No. 2005-040; Planning Board Resolution No. 2005-041; and Planning Board Resolution No. 2006-019 for the express purpose of separating the ROGO units from 3591 South Roosevelt Blvd., Key West, Florida, for future transfer to a receiver site in accordance with the procedures and provisions of City of Key West Code of Ordinances ("Code of Ordinances") Section 122-1336 et seq.

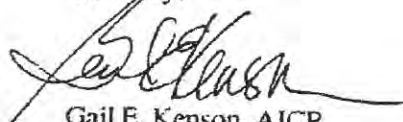
2. Following rescission of the above-referenced Planning Board Resolutions, Hyatt & Hyatt, Inc. may preserve the right to transfer the units, and then transfer such units pursuant to Code of Ordinances Section 122-1338 (10), provided that transient license no. 04-18390 and transient license no. 05-18249 have been and continue to be maintained. Any application to transfer the units pursuant to this paragraph shall be filed in the name of Hyatt & Hyatt, Inc. and shall list 914 Frances Street and 915 Windsor Lane as the "sender" site, even though the units are not in use at said "sender" sites. Once the units have been attached to a "receiver" site by a Planning Board resolution, the units shall expire from the "sender" sites.

3. Hyatt & Hyatt, Inc. may re-assign the development rights represented by ROGO Unit Certificate Nos. 1 - 8 in accordance with the procedures and restrictions referenced on the face of said ROGO Unit Certificates, copies of which are attached hereto as Exhibit "A".

4. Should the Planning Board Resolutions be rescinded, then Hyatt & Hyatt shall request the city commission rescind Resolution 05-342. The major development plan approval contained in City of Key West Resolution No. 05-342 may otherwise remain intact and unchanged, through the extended expiration date of October 19, 2008.

Should you have any questions concerning this matter, please contact me at the 809-3728 or [ekenson@keywestcity.com](mailto:ekenson@keywestcity.com).

Sincerely,



Gail E. Kenson, AICP  
Planning Director

Cc: Shawn D. Smith, Esq., City Attorney  
Susan M. Cardenas, Esq., Stones and Cardenas

DC  
—  
RUK



THE CITY OF KEY WEST

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

Date: April 1, 2009

To: Amy Kimball-Murley, AICP, Planning Director

From: Brendon Cunningham

Re: Unit Allocations, Major Development Plan, 3591 South Roosevelt Boulevard

The applicant met with planning staff prior to the expiration of the Major Development Plan (MDP). The purpose of the meeting was to inquire as to the status of the 20 units, twelve transient transfers that authorized 12 non-transient, full-size residential units and eight "ROGO Unit Certificates" for eight non-transient, full-size residential units and also for a potential extension of the MDP. According to the information available, the twelve transient transfers were for units with licenses even though the applicant had no intentions for transient use. The Certificates never had a transient component.

I have reviewed the files for the property located at 3591 South Roosevelt Boulevard. Attached are copies of Planning Board Resolutions 2005-040, 2005-041 and 2006-019 approving a total transfer of twelve full-size transient units, 3 from 914 Frances Street and 15 "small" units (transient) converted into 9 full-size units, from 915 Windsor Lane to the property. City Commission Resolutions 00-354 and 05-240 established development rights via the ROGO Unit Certificates, eight of which were assigned to this property for a total of 20 units.

There is a Planning Department memorandum dated October 23, 2007 (attached) outlining the process for severing these units from the current assigned location for transfer to other potential developments. It is noted that the applicant wanted to withdraw the application and transfer the units off site. The key point of the memo is item 4 on page 2 that states that if these resolutions are rescinded, the MDP will be voided.

There is a letter from Stones & Cardenas dated December 11, 2007 (attached) that states that ROGO Unit Certificates 1-5 are to be transferred to "Old Town Key West Development, Ltd" and ROGO Unit Certificates 6-8 are to be transferred to "Michael B. Ingram" pending review and signature by the City Planner. At this time these eight Certificates have been transferred off site and there are 12 remaining units assigned to this property.

C: Richard M. Klitenick, PA, Representative for the Applicant  
Mayte Santamaria, Department of Committee Affairs

Attachments: Planning Board Resolutions  
City Commission Resolutions  
ROGO Unit Certificates  
Planning Department Letter  
Letter from Stones & Cardenas

DC

AMF

**PLANNING BOARD RESOLUTION**  
**No. 2005-041**

**A RESOLUTION OF THE CITY OF KEY WEST PLANNING BOARD PURSUANT TO SECTIONS SUBPART B, LAND DEVELOPMENT REGULATIONS OF THE CODE OF ORDINANCES OF THE CITY OF KEY WEST APPROVING AN APPLICATION FOR THE TRANSFER OF FIFTEEN (15) SMALL TRANSIENT UNITS FROM 915 WINDSOR LANE (RE# 00020090-000000) to 3591 SOUTH ROOSEVELT BLVD. (RE # 00054350-000000 FOR USE AS NINE FULL SIZE NON-TRANSIENT RESIDENCES; PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, pursuant to Sec. 122-1338 of the Code of Ordinances of the City of Key West, Michael Ingram, agent for Elegant Island Homes of the Sea Isle on Windsor Lane LLC, the owner 915 Windsor Lane (the sender site), filed an application to transfer fifteen (15) full size transient units from the property (sender site) to 3591 South Roosevelt Boulevard (the receiver site) to allow the construction of two non-transient residence; and

**WHEREAS**, the above-referenced party presented to the City proof of "transient residential rental unit" Occupational License, Number 05-18249; and

**WHEREAS**, Mark Hyatt, agent of Hyatt and Hyatt, Inc, owner of the receiver site, simultaneously made application to transfer the units from the sender site to the receiver site; and

**WHEREAS**, the receiver site shall be redeveloped into six (6) transient residential units pursuant to the development plan approved by Resolution (05-124) and such construction activity has begun; and

**WHEREAS**, at the Planning Board Meeting of December 15, 2005, Mr. Symroski reported that there were 85 notices, four (4) responses received, with no objections, four (4) non-objections, and no written comments; and

**WHEREAS**, at that Meeting, Mr. Symroski referenced his staff report dated November 29, 2005, that reviewed the application for compliance with all applicable regulations and reported the comments from the Development Review Committee of November 23, 2005 and recommended approval of the requested transfer of a transient license based on a finding that the proposal complies with the criteria and intent of the Transfer Ordinance and with the finding that this approval is for the transfer only and not of the proposed plans which shall be

*ac*  
*rwk*

subject to the full review necessary of a building permit and the already approved development plan (Res. 05-342); and

**NOW, THEREFORE, BE IT RESOLVED** by the Planning Board of the City of Key West, Florida:

**Section 1.** That the Planning Board finds that the transfer of the fifteen (15) small transient units from 915 Windsor Lane to 3591 South Roosevelt for use as nine (9) full size non-transient residences is approved only and not the building plans.

**Section 2.** That this Resolution shall go into effect immediately upon its passage and adoption and authentication by the signatures of the Chairman of the Planning Board and City Planner.

Passed at a meeting held this 15th day of December 2005.

Patricia Eables 12-20-05  
Patricia Eables, Chairman Date  
Key West Planning Board

Attest:

TJK 12/19/2-5  
Ty Symroski Date  
City Planner

Filed with the Clerk:  
Cheryl Smith 12-21-05  
Cheryl Smith, City Clerk Date

PC  
RUK

**andy@keysrealestate.com**

---

**From:** Venetia A. Flowers <vflowers@cityofkeywest-fl.gov>  
**Sent:** Friday, March 11, 2016 10:37 AM  
**To:** andy@keysrealestate.com  
**Subject:** Hyatt & Hyatt  
**Attachments:** PB\_Resolution\_2015-23.pdf

Here is the resolution you requested.

Have a great day!

**Venetia A Flowers** | Planning Department | City of Key West | P.O. Box 1409 | Key West, FL 33041

Tel: 305-809-3764 | Fax: 305-809-3978 | [vflowers@cityofkeywest-fl.gov](mailto:vflowers@cityofkeywest-fl.gov) | [www.cityofkeywest-fl.gov](http://www.cityofkeywest-fl.gov)

*Under Florida law, e-mail addresses are public record. If you do not want your email address released in response to a public records request, do not send electronic mail to this entity. Instead, you may contact this office by phone or in writing.*

E.

**PLANNING BOARD  
RESOLUTION NO. 2015-23**

**A RESOLUTION OF THE KEY WEST PLANNING BOARD DISSOLVING PREVIOUSLY-ADOPTED RESOLUTION NO. 2005-040, WHICH APPROVED A TRANSFER OF TWO (2) FULL-SIZE TRANSIENT UNITS FROM 914 FRANCES STREET (RE # 00020900-000000; AK # 1021644) TO 3591 SOUTH ROOSEVELT BOULEVARD (RE # 00054350-000000; AK # 1054968) FOR TWO (2) NON-TRANSIENT UNITS, AND RESOLUTION NO. 2006-019, WHICH APPROVED A TRANSFER OF ONE (1) FULL-SIZE TRANSIENT UNIT FROM 914 FRANCES STREET TO 3591 SOUTH ROOSEVELT BOULEVARD FOR ONE (1) NON-TRANSIENT UNIT, AND SUBSTITUTING IN ITS PLACE RECOGNITION OF THREE (3) TRANSIENT UNITS WITH LICENSES AS UNASSIGNED TO ANY SENDER SITE PURSUANT TO CHAPTER 122, ARTICLE V, DIVISION 6 OF THE LAND DEVELOPMENT REGULATIONS OF THE CODE OF ORDINANCES OF THE CITY OF KEY WEST, FLORIDA; PROVIDING FOR AN EFFECTIVE DATE**

WHEREAS, Planning Board Resolution Nos. 2005-040 and 2006-019 approved the transfer of a total of three (3) full-size transient units from 914 Frances Street to 3591 South Roosevelt Boulevard to be converted into three (3) non-transient market-rate units; and

WHEREAS, the purpose for the transfer was to construct non-transient residential units for a major development plan approved through City Commission Resolution No. 05-342; and

WHEREAS, the development approvals for that project have expired; and

WHEREAS, the applicant wishes to divest himself of the transferred transient units to a second party; and

WHEREAS, the units shall be held as unassigned to any sender site until such time as a transient transfer is approved pursuant to Code Chapter 122, Article V, Division 6; and

 Vice Chair  
 Planning Director



**NOW, THEREFORE BE IT RESOLVED** by the Planning Board of the City of Key West, Florida:

**Section 1.** That the above recitals are incorporated by reference as if fully set forth herein.

**Section 2.** That Planning Board Resolution Nos. 2005-040 and 2006-019 are hereby dissolved.

**Section 3.** That a transfer of transient units and associated business tax receipts, pursuant to Code Chapter 122, Article V, Division 6, is hereby granted as follows: Allowing a transfer of three (3) transient units and associated business tax receipts from property located at 3591 South Roosevelt Boulevard (RE # 00054350-000000; AK # 1054968) to a status of unassigned to any particular sender site with the following conditions:

1. The future development of the three (3) transient units shall not exceed three (3) bedrooms.
2. The three (3) unassigned transient units shall be subject to a transient transfer approval pursuant to Code Chapter 122, Article V, Division 6.

**Section 4.** This resolution shall not constitute a finding as to ownership or right to possession of real property, and assumes, without finding, the correctness of applicant's assertion of legal authority respecting any real property.

**Section 5.** This resolution shall go into effect immediately upon its passage and adoption and authentication by the signatures of the presiding officer and the City Clerk.

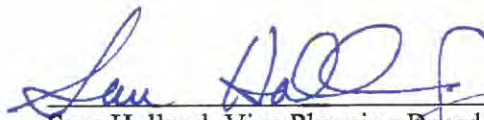
**Section 6.** This resolution is subject to appeal periods as provided by the City of Key West Code of Ordinances (including the Land Development Regulations). After the City appeal

  
Vice Chair  
  
Planning Director

period has expired, this development order shall be rendered to the Florida Department of Economic Opportunity. Pursuant to Chapter 73C-44, F.A.C., this development order is not effective for 45 days after it has been properly rendered to the DEO with all exhibits and applications attached to or incorporated by reference in this approval; that within the 45-day review period the DEO can appeal the development order to the Florida Land and Water Adjudicatory Commission; and that such an appeal stays the effectiveness of the development order until the appeal is resolved by agreement or order.

Read and passed on first reading at a regularly scheduled meeting held this 21st day of May, 2015.

Authenticated by the Chair of the Planning Board and the Planning Director.

  
\_\_\_\_\_  
Sam Holland, Vice Planning Board Chair

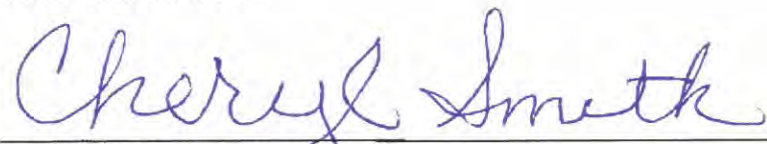
6/17/15  
\_\_\_\_\_  
Date

**Attest:**

  
\_\_\_\_\_  
Thaddeus Cohen, Planning Director

6/22/15  
\_\_\_\_\_  
Date

**Filed with the Clerk:**

  
\_\_\_\_\_  
Cheryl Smith, City Clerk

6-23-15  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Vice Chair  
  
\_\_\_\_\_  
Planning Director

Type information, press Enter.

Last activity:

Business control . . . . 17540

Created: 09/22/09 by KEYWKGP

Business name & address

Mailing address

HYATT & HYATT INC

17021 STARFISH LANE WEST

UNASSIGNED - TRANSIENT

SUMMERLAND KEY

FL 33042

KEY WEST FL 33040

License number . . . . : 10 00021490

Appl, issue, expir . . . . 92209 92209 93010

License status (F4) . . . AC ACTIVE

Classification (F4) . . . 10C RENTAL-TRANSIENT RESIDENTIAL

Exemption (F4) . . . .

License comments . . . . 9 TRANSIENT UNITS

License restrictions . . .

Gross receipts . . . .

Reprint this license . N Y=Yes, N=No

Additional charges . . N \* Y=Yes, N=No

Miscellaneous . . . N Y=Yes, N=No

Extra requirements . . N \* Y=Yes, N=No

Sub codes . . . . N Y=Yes, N=No

More...

F3=Exit F5=Code description F9=Applicant/Qualifier  
F10=Business maintenance F12=Cancel

F24=More keys

*RC* *RWK*

OL250I01

THE CITY OF KEY WEST - OL  
Special Notes Display

10/26/09  
13:36:30

Property address . . . . . : UNASSIGNED - TRANSIENT  
Business name . . . . . : HYATT & HYATT INC

Source	Code	Note	Date	License
BUSS	AC#	S TRANSFERRED FROM SEA ISLE LICENSE, #4297	7/16/07	

Press Enter to continue.  
F3=Exit F12=Cancel

Bottom

*RMK*

F

# Business Tax Receipt Transfer Application

City of Key West  
3140 Flagler Ave  
POB 1409  
Key West, FL 33041  
(305) 809-3955 fax (305) 809-3978

Date applied \_\_\_\_\_

BTR # \_\_\_\_\_

( ) Change of location  
( ) Change of ownership

Fee \$ \_\_\_\_\_

Business Category: UNASSIGNED Transient License

Business Name: MAXIMUS Properties LLC UN

New Owner: MAXIMUS Properties LLC

Previous Owner: Hyatt & Hyatt Inc

New Address: \_\_\_\_\_

Previous Address: \_\_\_\_\_

Mailing Address: 727 Washington St  
KW FL

Phone: 305-518-791-0049  
Fed ID  
SS # / EIN #: 36-476 4707

- Bill of Sale
- Sales Tax Number 305-470-5001 myflorida.com
- Lease or deed
- Corporate registration
- State inspection / license 305-470-6900 (Dep Ag)  
850-487-1395 myflorida.com
- Local btr/license from home base
- Liability / Worker's comp
- Fire inspector 292-8179
- Home occupation application
- Fictitious name registration
- Proof of commercial garbage (Waste Mgmt 797-3312)

If change of location, previous use of property:

Warren Dedrick mgr [Signature] 4/29/16  
Applicant name (printed) member Applicant Signature Date

State of Florida County of Monroe

The foregoing instrument was acknowledged before me this 29 day of April, 2016, by Warren Debrick

Personally known or produced i.d. D362899501620

[Signature]  
Notary Public, State of Florida (SEAL)

Issued in accordance with Chapter 66, Key West Code of Ordinances

\_\_\_\_\_ Approved \_\_\_\_\_ Denied (reason)



\_\_\_\_\_  
Licensing Official Date

May 2, 2016

H.

# Maximus Real-estate LLC

727 Washington ST

Key West, FL 33040

To whom it may concern:

Andy Birrell is hereby entitled to represent our firm to transfer a trainset license to Maximus.

Andy is a licensed real estate agent. We have been working with Andy for years.

If you have any questions please feel free to call the managing member.

We wish to thank you in advance



**Warren W Dedrick**

**Managing Member**

**518 791 0049**

6/9



STATE OF FLORIDA  
COUNTY OF MONROE

PO Box 1800  
Key West FL 33041  
Office....305-292-7777  
Extension...x219  
Fax.....305-295-8025  
[legals@keysnews.com](mailto:legals@keysnews.com)

Before the undersigned authority personally appeared Tommy Todd, who on oath says that he is Advertising Director of the Key West Citizen, a daily newspaper published in Key West, in Monroe County, Florida; that the attached copy of advertisement, being a legal notice in the matter of

JAMES McALHANY  
CASE # 44-2013-CA-1259-K

INTERNET PUBLISHING  
[keywest.com](http://keywest.com)  
[keysnews.com](http://keysnews.com)  
[floridakeys.com](http://floridakeys.com)  
[key-west.com](http://key-west.com)  
Web Design Services

was published in said newspaper in the issue(s) of

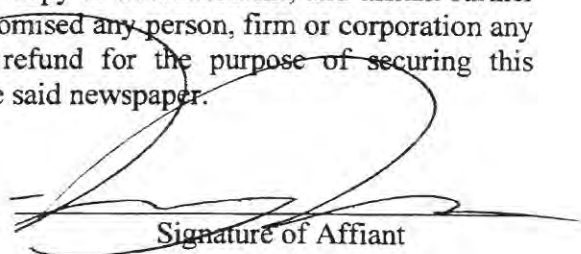
May 26 & June 2, 2014

NEWSPAPERS  
The Citizen  
Southernmost Flyer  
Florida Keys Free Press

Affiant further says that the Key West Citizen is a newspaper published in Key West, in said Monroe County, Florida and that the said newspaper has heretofore been continuously published in said Monroe County, Florida every day, and has been entered as second-class mail matter at the post office in Key West, in said Monroe County, Florida, for a period of 1 year next preceding the first publication of the attached copy of advertisement; and affiant further says that he has neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

MARKETING SERVICES  
Commercial Printing  
Direct Mail

FLORIDA KEYS OFFICES  
Printing / Main Facility  
3420 Northside Drive  
Key West, FL  
33040-1800  
Tel 305-292-7777  
Fax 305-294-0768  
[citizen@keywest.com](mailto:citizen@keywest.com)

  
Signature of Affiant

Internet Division  
Tel 305-292-1880  
Fax 305-294-1699  
[sales@keywest.com](mailto:sales@keywest.com)

Doc# 1985545  
Bk# 2688 Pg# 2430

Upper Keys Office  
91731 Overseas Hwy  
Tavernier, FL 33070  
Tel 305-853-7277  
Fax 305-853-0556  
[freepress@floridakeys.com](mailto:freepress@floridakeys.com)

Sworn and subscribed before me this 2 day of June, 2014

Notary Public:

Dawn Kawzinsky



DAWN KAWZINSKY  
NOTARY PUBLIC  
STATE OF FLORIDA  
Comm# EE157233  
Expires 1/4/2016

Dawn Kawzinsky  
Expires: 1/4/16

Notary Seal

Personally Known x Produced Identification \_\_\_\_\_  
Type of Identification Produced \_\_\_\_\_

**IN THE CIRCUIT COURT OF  
THE  
SIXTEENTH JUDICIAL CIRCUIT  
IN AND FOR MONROE  
COUNTY  
NOTICE OF FORECLOSURE  
SALE BY CLERK OF THE  
CIRCUIT COURT**

Notice is hereby given that the undersigned, AMY HEAVILIN, Clerk Ad-Interim Clerk of the Circuit Court of Monroe County, Florida, will, on the 9th day of June, 2014, at 11:00 o'clock a.m., at 500 Whitehead Street, Monroe County, in the City of Key West, Florida, offer for sale and sell at public outcry to the highest and best bidder for CASH the following described property situated in Monroe County, Florida, to wit:

In the City of Key West and part of Lot 1 in Square 62 according to Whitehead's map of said City delineated in February 1829; COMMENCING at a point on Angela Street 242 feet from the corner of Angela and

Whitehead Streets and running thence Northeasterly along Angela Street 34 feet and 6 inches; thence running Northwesterly 66 feet and 6 inches; thence running Southwesterly 34 feet and 6 inches; thence running Southeasterly 66 feet and 6 inches to the Place of Beginning on Angela Street.

TOGETHER WITH an Easement; a portion of land located in the City of Key West, Monroe County, Florida and being a part

of Lot 1 in Square 62 according to Whitehead's map of said City delineated in February 1829, and being more particularly described as follows: COMMENCING at the intersection of the

Northeasterly right of way line of Whitehead Street and the Southeasterly right of way line of Angela Street; thence in a Northeasterly direction along the said Southeasterly right of way line of Angela Street for 242.00 feet; thence at right angle and in a Northwesterly direction for 7.21 feet to the Point of Beginning; thence continue in a Northwesterly direction 59.29 feet; thence at a right angle and in a Southwesterly direction 2.67 feet; thence at an angle of 86°37'12" to the right and in a Southeasterly direction for 59.33 feet; thence at a right angle and in a Northeasterly direction for 1.24 feet to the Point of Beginning. Including the buildings, appurtenances, and fixtures located thereon.

Property Address: 421  
ANGELA  
STREET, KEY WEST, FL 33040

Pursuant to FINAL JUDGMENT OF FORECLOSURE entered in a case pending in said Court, the Style of which is:

WAYNE LARUE SMITH AND  
DANIEL E SKAHEN,  
Plaintiff

vs.

JAMES G MCALHANY &  
PAMELA D. MCALHANY, et al,  
Defendants.

And the Docket Number of which is Number 44-2013-CA-1259-K

WITNESS my hand and the Official Seal of Said Court, this 20th day of March, 2014

Amy Heavilin,  
Clerk of the Circuit Court  
Monroe County, Florida  
By: Shonta McLeod  
Deputy Clerk

Florida Statute 45.031: Any person claiming an interest in the surplus from the sale, if any, other than the property owner as of the date of the Lis Pendens must file a claim within 60 days after the sale.

May 26 & June 2, 2014  
Key West Citizen

Doc# 1985545  
Bk# 2688 Pg# 2431

MONROE COUNTY  
OFFICIAL RECORDS



# **Property Appraiser Information**



**Scott P. Russell, CFA**  
**Property Appraiser**  
**Monroe County, Florida**

F

Key West (305) 292-3420  
Marathon (305) 289-2550  
Plantation Key (305) 852-7130

**Property Record Card -**

**Maps are now launching the new map application version**

Website tested on IE8,  
IE9, & Firefox.  
Requires Adobe Flash  
10.3 or higher

**Alternate Key: 1012840 Parcel ID: 00012470-000000**

**Ownership Details**

**Mailing Address:**  
MAXIMUS PROPERTIES LLC  
180 SUGARLOAF DR  
SUMMERLAND KEY, FL 33042-3673

**Property Details**

**PC Code:** 08 - MULTI FAMILY LESS THAN 10UNITS  
**Millage Group:** 10KW  
**Affordable Housing:** No  
**Section-Township-Range:** 06-68-25  
**Property Location:** 421 ANGELA ST KEY WEST  
**Legal Description:** KW PT LOT 1 SQR 62 G4-594 OR117-302 OR783-1655D/C OR783-494/497 OR790-1083 OR867-473  
OR2049-2007/12(RES NO 04-325) OR2284-541/42 OR2690-1544/45

Click Map Image to open interactive viewer



### Land Details

Land Use Code	Frontage	Depth	Land Area
0800 - MULTI FAMILY	35	67	2,294.00 SF

### Building Summary

Number of Buildings: 1  
 Number of Commercial Buildings: 0

Total Living Area: 2164  
Year Built: 1938

### Building 1 Details

Building Type R2  
Effective Age 5  
Year Built 1938  
Functional Obs 0

Condition E  
Perimeter 336  
Special Arch 0  
Economic Obs 0

Quality Grade 550  
Depreciation % 3  
Grnd Floor Area 2,164

Inclusions: R2 includes 2 3-fixture baths and 2 kitchens.

Roof Type GABLE/HIP  
Heat 1 NONE  
Heat Src 1 NONE

Roof Cover METAL  
Heat 2 NONE  
Heat Src 2 NONE

Foundation WD CONC PADS  
Bedrooms 5

Extra Features:

2 Fix Bath 2  
3 Fix Bath 0  
4 Fix Bath 0  
5 Fix Bath 0  
6 Fix Bath 0  
7 Fix Bath 0  
Extra Fix 0

Vacuum 0  
Garbage Disposal 0  
Compactor 0  
Security 0  
Intercom 0  
Fireplaces 0  
Dishwasher 0



Sections:

Nbr	Type	Ext Wall	# Stories	Year Built	Attic A/C	Basement %	Finished Basement %	Area
0	OPF		1	1993				396
0	OPX		1	2015				170
0	FLA	12:ABOVE AVERAGE WOOD	1	2015	Y			48
1	FLA	12:ABOVE AVERAGE WOOD	1	1993	N Y	0.00	0.00	1,006

2	OPF		1	1993		0.00	0.00	282
5	FLA	12:ABOVE AVERAGE WOOD	1	1993	N Y	0.00	0.00	1,110

### Misc Improvement Details

Nbr	Type	# Units	Length	Width	Year Built	Roll Year	Grade	Life
2	FN2:FENCES	210 SF	35	6	2015	2016	2	30
4	FN2:FENCES	168 SF	42	4	2015	2016	2	30

### Appraiser Notes

2009-04-20 MLS \$735,000 5/2 THIS OLD TOWN KEY WEST LICENSED DUPLEX IS AT THE HEART OF THE COMMERCIAL DISTRICT. VALUABLE HRCC-1 ZONING IS THE CITIES MOST TOLERANT TO COMMERCIAL/OFFICE CONVERSION. IN THE TRANSIENT LICENSE RECEIVER AREA WITH MAJOR VISIBILITY AND WALK-BY CLIENTELE, THIS MIXED USE PROPERTY IS ON A BRIGHT CORNER LOT JUST STEPS FROM THE 600 BLOCK OF DUVAL STREET. RENOVATIONS ARE NEARLY COMPLETE FOR THIS BEAUTIFULLY REFINISHED 5 BEDROOM, 2 BATH CLASSIC CONCH TWO STORY HOME WITH HISTORIC ORNAMENTAL MOLDING, VAULTED CEILINGS, GINGERBREAD ACCENTS, COVERED WRAP-AROUND PORCHES, AND OFF-STREET PARKING

2012-11-05 MLS \$575,000 5/2 THIS IS A CLASSIC CONCH, TWO STORY HOME IN A GREAT LOCATION AND IS ZONED HRCC-1 (TRANSIENT RECEIVER SITE). THERE ARE 3BD/1BA UP AND 2BD/1BA DOWN. IT IS JUST STEPS FROM THE 700 BLOCK OF DUVAL, DOWN FROM MANGO'S RESTAURANT AND HAS OFF-STREET PARKING.

### Building Permits

Bldg Number	Date Issued	Date Completed	Amount	Description	Notes
7-4206	09/20/2007	03/03/2008	150		REMOVE 32LF OF ROTTED FENCING
07-4453	09/24/2007	03/03/2008	100		ATF REMOVE DECK NO REPLACEMENT
14-4525	09/29/2014	12/15/2015	138,000		R & R APPROX 6500SF DRYWALL. INSTALL 8000SF FIRE CODE WALL AND CEILING R&R 17 STAIR TREADS . INSTALL APPROX 400SF OF WALL TILE APPROX 800SF OF FLOOR TILE. INSTALL 15 INTERIOR DOORS
14-4449	12/02/2014	12/15/2015	36,000		R & R 12 POSTS, R & R187 SF DECK WITH T & G REPLACE 350 SF SIDING INSULATE ATIC R & R 165 LF TRIM REPLACE 3 WINDOWS AND 3 DOORS
14-4448	12/02/2014	12/15/2015	2,500		INSTALL 50 LF OF PICKET FENCE 6' 30' 4' HIGH NEW GATES
14-5125	11/13/2014	12/15/2015	16,400		INSTALL SERVICE TO 1ST FLOOR SHOWER,TOILET, SINK, AND KITCHEN SINK, DISHWASHER, ICE MAKER, NEW FEED FOR WASHING MASHINE FOR 1ST AND 2ND FLOOR ALSO NEW KITCHEN AND BATH 2ND FLOOR SME AS 1ST
14-4525	02/02/2015	12/15/2015	151,100		INSTALL 2- 3' X 3' SPREAD PUTTERS. AUGMENT FLOOR FRAMING UNDER 2ND FLOOR, INSTALL 6, FRENCH DOOR TO REPLACE SLIDER MODIFY FRAMING IN BATHROOM. INSTALL 2 CONCRETE COLUMNS ON FRONT DECK MODIFY 50 LF OF FENCE.
14-4449	05/15/2015	12/15/2015	44,850		REVISION#1: REMOVE AND REPLACE APPROX. 14 LF OF ROTTED BEAM AND APPROX. 100 SQ FT OF WOOD SIDING. INSTALL 2 36" X 20" SPREAD FOOTER , APPROX. 500 SQ FT 24 X 24 " TILE ON FRONT CONCRETE DECK 3"X 6" X 8" A/C PAD, 12 X 12 X 18.5" CHASE IN FRONT HALL AND APPROX. 12 LF X 4" BRICK WALKWAY. REBAR REAR WALL FRAMING APPROX. 200 SQ FT. AND REBAR APPROX. 35 SQ FT INTO CONCRETE FLOOR. PAINT EXTERIOR : PAINTING BODY OF HOUSE WHITE AND PAINTING PORCH, SOFFIT , OVERHANGS LIGHTFIT, OVERHANGS LIGHT BLUE9SKY

						BLUE). BUILDING TO BE PAINTED WHITE W/LIGHTBLUE PORCH CEILIGS. NO TILE ON PORCH .NO FENCE ON PORCH.
15-2075	05/29/2015	12/15/2015	15,000			REMOVE EXISTING ROOFING OVER THE MAIN HOUSE. INSTALL MTS 12 STRAPS AROUND DOUBLE TOP PLATE AND RAFTER TAIL. INSTALL NEW ROOF SHEETING, VICTORIAN METAL SHINGLE. NEW METAL SHINGLES WILL MATCH EXISTING METAL SHINGLES.
14-4524	07/29/2015	12/15/2015	18,000			RELOCATE REMOVE AND REPLAOCE WIRING IN STRUCTURE
1	9902526	07/20/1999	10/20/1999	375	Residential	REPAIR SIDING
	04-2908	08/31/2004	12/02/2004	4,346		PAINT METAL ROOF COVER

### Parcel Value History

Certified Roll Values.

[View Taxes for this Parcel.](#)

Roll Year	Total Bldg Value	Total Misc Improvement Value	Total Land Value	Total Just (Market) Value	Total Assessed Value	School Exempt Value	School Taxable Value
2015	101,293	1,033	257,574	359,900	359,900	0	359,900
2014	220,203	967	164,476	385,646	379,399	0	385,646
2013	226,494	995	153,001	380,490	344,909	0	380,490
2012	229,640	1,031	82,883	313,554	313,554	0	313,554
2011	229,640	1,059	114,761	345,460	345,460	0	345,460
2010	235,931	1,087	81,600	318,618	318,618	0	318,618
2009	266,179	1,124	231,258	498,561	498,561	0	498,561
2008	254,551	1,152	229,400	485,103	485,103	0	485,103
2007	290,756	2,378	378,510	671,644	671,644	0	671,644
2006	451,572	2,410	219,545	673,527	673,527	0	673,527
2005	430,069	2,458	173,325	605,852	605,852	0	605,852
2004	270,810	2,492	173,325	446,627	446,627	0	446,627
2003	281,225	2,540	55,464	339,229	339,229	0	339,229
2002	274,624	2,572	57,775	334,971	334,971	0	334,971
2001	254,282	2,733	57,775	314,790	314,790	0	314,790
2000	263,528	3,357	39,287	306,172	306,172	0	306,172
1999	226,747	2,956	46,220	275,923	275,923	0	275,923
1998	175,541	2,329	46,220	224,090	224,090	0	224,090
1997	160,494	2,280	41,598	204,372	204,372	0	204,372
1996	117,506	1,844	41,598	160,947	160,947	0	160,947
1995	117,506	1,940	41,598	161,043	161,043	0	161,043
1994	105,086	1,833	41,598	148,517	148,517	0	148,517
1993	112,058	705	41,598	154,361	154,361	0	154,361
1992	110,668	726	41,598	152,992	152,992	0	152,992
1991	110,668	756	41,598	153,021	153,021	0	153,021
1990	81,734	777	34,087	116,598	116,598	25,000	91,598
1989	74,304	731	33,510	108,545	108,545	25,000	83,545

1988	64,979	626	33,510	99,115	99,115	25,000	74,115
1987	64,238	647	19,972	84,857	84,857	25,000	59,857
1986	64,595	662	19,301	84,558	84,558	25,000	59,558
1985	44,126	685	32,850	77,661	77,661	0	77,661
1984	41,074	0	32,850	73,924	73,924	0	73,924
1983	41,074	0	11,209	52,283	52,283	0	52,283
1982	41,913	0	7,082	48,995	48,995	0	48,995

## Parcel Sales History

NOTE: Sales do not generally show up in our computer system until about two to three months after the date of sale. If a recent sale does not show up in this list, please allow more time for the sale record to be processed. Thank you for your patience and understanding.

Sale Date	Official Records Book/Page	Price	Instrument	Qualification
6/20/2014	2690 / 1544	150,000	CT	12
3/16/2007	2284 / 541	700,000	WD	Q
5/1/1979	790 / 1083	58,000	00	Q

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Monroe County Property Appraiser  
 Scott P. Russell, CFA  
 P.O. Box 1176 Key West, FL 33041-1176