

# **Staff Report**

The City of Key West  
Planning Board  
Staff Report



**To:** Chair and Planning Board members

**From:** Patrick Wright, Planner II

**Through:** Thaddeus Cohen, Planning Director

**Meeting Date:** October 15, 2015

**Agenda Item:** **Minor Development Plan – 700 Eaton Street Duval Street (RE # 00000470-000000; AK # 1000469)** – A request for minor development plan approval for a new mixed use building on property located within Historic Neighborhood Commercial (HNC-2) zoning district pursuant to Section 108-91.A.1.(b) of the Land Development Regulations of the Code of Ordinances of the City of Key West, Florida

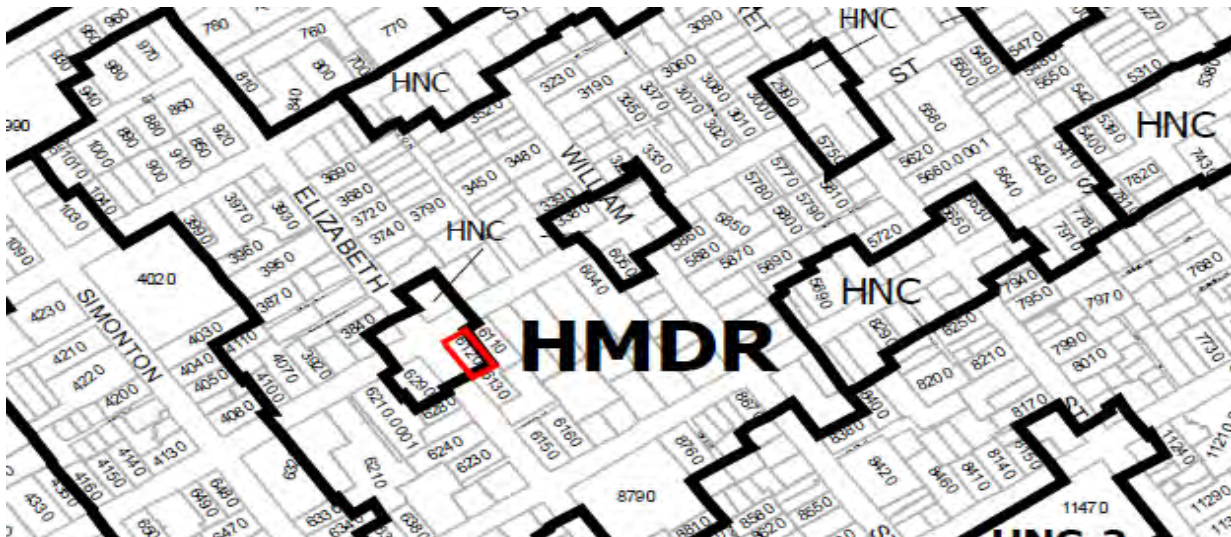
**Request:** Minor development plan approval for a new mixed use commercial/residential building

**Applicant:** Anthony D. Sarno, K2M Design Inc.

**Property Owner:** Poinciana Partners, LLC

**Location:** 700 Eaton Street (RE # 00000470-000000; AK # 1000469)

**Zoning:** Historic Neighborhood Commercial (HNC-2)



**Background / Proposed Development:**

The subject property is located at the eastern corner of Eaton and Elizabeth Streets within the HNC-2 Zoning District. The property currently consists of a 4,557 square foot vacant lot of record. The owner obtained a BPAS allocation in Year 1 for 1 market rate unit granted through Planning Board Resolution 2015-06.

The proposed development would result in a two story mixed use building with 899 square feet of commercial retail area on the first floor and 1,410 square feet of residential floor area on the second floor. The plans call are calling for a 1,725 gallon cistern underneath a paved parking area in the rear of the property containing 4 off street spaces.

In order to allow the proposed development, the following development approval would be required:

- Minor Development Plan review is required due to the addition of 500 to 2,499 square feet of nonresidential floor area within the historic district, pursuant to Section 108-91.A.1.(b) of the Land Development Regulations (LDRs) of the Code of Ordinances (the “Code”) of the City of Key West (the “City”);

**Surrounding Zoning and Uses:**

Surrounding properties are located within the HNC-2 and HMDR Zoning Districts. Surrounding uses include a mix of small neighborhood oriented shops, offices and residential uses. Zoning districts within 300 feet of the property are Historic Neighborhood Commercial (HNC-2) and Historic Medium Density Residential (HMDR).

**Process:**

Development Review Committee (DRC):	April 23, 2015
Tree Commission:	July 14, 2015
Planning Board (Postponed):	September 17, 2015
Planning Board:	October 15, 2015
HARC:	pending
City Commission:	pending
DEO review	Up to 45 days, following local appeal period

**Evaluation for Compliance with the Land Development Regulations (LDRs) and Comprehensive Plan**

City Code Section 108-91.A.1.(b) requires the addition of 500 to 2,499 square feet of nonresidential floor area within the historic district to be reviewed as a Minor Development Plan. City Code Section 108-196(a) states after reviewing a Major Development Plan or a Minor Development Plan for a property and staff recommendations therefor, the Planning Board shall act by resolution to approve, approve with conditions, or disapprove it based on specific development review criteria contained in the LDRs and the intent of the LDRs and comprehensive plan. The Planning Board resolution shall provide written comments documenting any conditions of approval that the Planning Board finds necessary to effectuate the purpose of Development Plan review and carry out the spirit and purpose of the Comprehensive Plan and the LDRs. If the Development Plan is recommended for disapproval, the Planning Board resolution shall specify in writing the reasons for recommending such denial. The Planning Board’s decision on a Minor Development Plan in the historic district shall be advisory to the City Commission.

Planning staff, as required by Chapter 108 of the City LDRs, has reviewed the following for

compliance with the City's LDRs and Comprehensive Plan as summarized in the following table.

<b>Project Data Summary</b>				
<b>Dimensional Requirement</b>	<b>Required/ Allowed</b>	<b>Existing</b>	<b>Proposed</b>	<b>Change / Variance Required?</b>
Zoning District	HNC-2			
Flood Zone	X Zone			
Site size	4,557 SF; 0.105 acres			
Maximum density	22 du/acre	None	1 unit (9.55 du/acre)	None
Maximum floor area ratio	1.0	0	0.51	In compliance
Maximum height	30 feet	0 feet	30 feet	None / In compliance
Maximum building coverage	40%	0%	32.5% (1,482SF)	None / In compliance
Maximum impervious surface	60%	0%	59.46% (2,709 SF)	None / In compliance
Minimum lot size	4,000 SF	4,557 SF	4,557 SF	None
Minimum front setback (Eaton St)	10 feet	0 feet	10 feet	None / In compliance
Minimum side setback	5 feet	0 feet	5 feet	None / In compliance
Minimum rear setback	10 feet	0 feet	41.1 feet	None / In compliance
Minimum street side setback (Front St)	7.5 feet	0 feet	7.5 feet	None / In compliance



Project Data Summary				
Dimensional Requirement	Required/ Allowed	Existing	Proposed	Change / Variance Required?
Minimum vehicular parking (retail and single family)	1 space per 300 SF of floor area/1 Space per dwelling unit = 4 spaces required	0 spaces	4 spaces	None / In compliance
Minimum handicap parking	1 space	0 spaces	1 spaces	In compliance
Minimum open space	29.16%	0%	31.75%	None / In compliance

**Concurrency Facilities and Other Utilities or Services (City Code Section 108-233)**

Comprehensive Plan Objective 9-1.5 directs the City to ensure that public facilities and services needed to support development are available concurrent with the impacts of new development. The analysis considers potable water, sanitary sewer, solid waste, drainage, vehicle trip generation and recreation. City Code Section 94-36 requires a concurrency review determination to be made concerning the proposed development. The Applicant provided a concurrency analysis as part of the Minor Development Plan application. Staff reviewed the provided concurrency analysis following the criteria in City Code Section 94-36 and determines that public facilities are expected to accommodate the proposed development at the adopted level of service (LOS) standards. This portion of the report shall serve as the required written determination of compliance.

**1. Potable water supply**

The potable water LOS standard for nonresidential uses is 650 gallons per acre per day, pursuant to City Code Section 94-68. The potable water LOS standard for residential uses is 93 gallons per capita per day, pursuant to City Code Section 94-68. The land area would remain the same and the floor area would increase for both residential and nonresidential floor area. Utilizing this LOS standard, potable water demand is estimated as follows:

Nonresidential

Based on total acres of land area:  $650 \text{ gal/acre/day} \times 0.105 \text{ acres} = 68.25 \text{ gal/day}$

Based on total acres of floor area:  $650 \text{ gal/acre/day} \times 0.02 \text{ acres} = 13 \text{ gal/day}$

Residential

Based per capita:  $93 \text{ gal/capita/day} \times 2.5 \text{ persons} = 232.5 \text{ gal/day}$

The adopted potable water LOS standard is anticipated to be adequate to serve the proposed development. The property is currently serviced with potable water by the Florida Keys Aqueduct Authority (FKAA), which has been notified of the upcoming development and has available capacity to service the proposed development with the existing infrastructure currently in place.

## 2. Wastewater management

The sanitary sewer LOS standard for nonresidential uses is 660 gallons per acre per day, pursuant to City Code Section 94-67. The sanitary sewer LOS standard for residential uses is 100 gallons per capita per day, pursuant to City Code Section 94-67. The land area would remain the same and the floor area would increase. Utilizing this LOS standard, sanitary sewer capacity demand is estimated as follows:

### Nonresidential

Based on total acres of land area:  $660 \text{ gal/acre/day} \times 0.105 \text{ acres} = 69.3 \text{ gal/day}$

Based on total acres of floor area:  $660 \text{ gal/acre/day} \times 0.02 \text{ acres} = 13.2 \text{ gal/day}$

### Residential

Based per capita:  $100 \text{ gal/capita/day} \times 2.5 \text{ p} = 250 \text{ gal/day}$

The adopted sanitary sewer capacity LOS standard is anticipated to be adequate to serve the proposed development.

## 3. Water quality

The property is served by the City's central sewer system. The property is not adjacent to any bodies of water. Therefore, no adverse impacts to water quality are anticipated.

## 4. Stormwater management / drainage

The stormwater management or drainage LOS standard pursuant to City Code Section 94-69 is: i) post-development runoff shall not exceed predevelopment runoff for a 25-year storm event, up to and including an event with a 24-hour duration; ii) onsite treatment of the first one inch of rainfall must be provided to meet water quality standards; and iii) storm water facilities must be designed so as to not degrade any receiving water body.

Stormwater and drainage calculations were submitted to the Utilities Department and have been found to be in compliance

## 5. Solid waste

The solid waste LOS standard for residential is 2.66 pounds per capita per day, and nonresidential uses is 6.37 pounds per capita per day, pursuant to City Code Section 94-71. Information on the anticipated number of employees for nonresidential was not provided.

### Residential

Based per capita:  $2.66 \text{ lbs/capita/day} \times 2.5 \text{ persons} = 2.65 \text{ lbs/day}$

According to the City's General Services Division, the contract with Waste Management (WM) accounts for a 20 year "window" for waste processing at the Wheelabrator Waste-to-Energy site. There are other facilities in South Florida also owned by WM for continued use into the future. Therefore, the adopted solid waste LOS standard is anticipated to be adequate to serve the proposed development.

## 6. Roadways

The roadway LOS standard is set forth in City Code Section 94-72. Eaton Street is classified as a

minor arterial roadway. According to the 2011 Carrying Capacity Study, Eaton Street has an existing LOS of D. Vehicle trips and traffic patterns are not anticipated to negatively affect Eaton Street due to the existing commercial nature of Eaton street intersections as well as the entrance of the rear parking lot being located on Elizabeth Street. Therefore, the proposed development is not anticipated to negatively affect the LOS on Eaton Street.

## **7. Recreation**

The recreation LOS standard is five acres of recreation and open space per 1,000 permanent residents pursuant to City Code Section 94-70. According to the 2013 Comprehensive Plan Data and Analysis, the City is currently providing ample recreation and open space. The proposed development would have no impact on the adopted recreation LOS standard.

## **8. Fire protection**

A life safety plan has been provided to the Fire Department and has been found to be in compliance.

## **9. Reclaimed water system**

The plans call are calling for a 1,725 gallon cistern underneath a paved parking area in the rear of the property.

## **10. Other public facilities**

Based on comments received from the DRC members, and based on the Applicant's concurrency analysis, all public facilities would be expected to accommodate the proposed development at the adopted LOS standards.

### **Appearance, design and compatibility (City Code Section 108-234)**

The development plan shall satisfy criteria established in:

#### **City Code Chapter 102 (historic preservation)**

The property is located within the Key West Historic District and the proposed development would need to obtain a Certificate of Appropriateness from the Historic Architectural Review Commission (HARC) for the proposed development prior to issuance of building permits.

#### **Articles III (site plan), IV (traffic impacts) and V (open space, screening and buffers) of City Code Chapter 108 (planning and development)**

The proposed site plan is analyzed in greater detail below. Traffic impacts were found to be in compliance in the concurrency determination above.

#### **City Code Section 108-956 (potable water and wastewater)**

Potable water and wastewater were found to be in compliance in the concurrency determination above.

#### **Article II (archaeological resources) of City Code Chapter 110 (resource protection)**

There are no known archaeological resources on the property. If any archeological resources are discovered during construction, the Applicant would be required to comply with this article of the LDRs.

### **Site location and character of use (City Code Section 108-235)**

(a) *Compliance.* The submitted development plan has been reviewed for compliance with all

applicable performance criteria set forth in Code Chapter 94 (concurrency management), Code Chapter 102 (historic preservation), Code Chapter 106 (performance standards), Articles I and III through IX of Code Chapter 108 (planning and development), Code Chapter 110 (resource protection) and Code Chapter 114 (signs).

(b) *Vicinity map*. The property is situated at the eastern corner of Eaton and Elizabeth Streets. A location map is indicated on the survey and the cover sheet of the plans.

(c) *Land use compatibility*. Properties within 100 feet are located within the HMDR Zoning District. Adjacent land uses within 300 feet include commercial and residential uses. No unincorporated parts of the county are located nearby, nor would any be impacted by the proposed development.

(d) *Historic and archeological resource protection*. The project's impact on archaeological and historic resources is being coordinated through the DRC and would be reviewed by the HARC through a Certificate of Appropriateness.

(e) *Subdivision of land*. No subdivision of land is proposed.

#### **Appearance of site and structures (City Code Section 108-236)**

The Applicant submitted a development plan that generally exhibits harmonious overall design characteristics in compliance with the performance standards stipulated in Code Sections 108-278 through 108-288, as analyzed and reflected in the staff recommendation below.

#### **Site plan (City Code Section 108-237)**

The Applicant submitted a site plan pursuant to City Code Section 108-237, which is analyzed in greater detail below.

#### **Architectural drawings (City Code Section 108-238)**

The Applicant submitted architectural drawings prepared by a professional architect registered in Florida pursuant to City Code Section 108-238.

#### **Site amenities (City Code Section 108-239)**

Proposed site amenities include an underground cistern to be used for site irrigation, 4 off-street parking spaces including one ADA accessible space as well as bicycle parking in the front of the building.

#### **Site survey (City Code Section 108-240)**

The Applicant submitted a site survey pursuant to City Code Section 108-240.

#### **Soil survey (City Code Section 108-241)**

Not applicable.

#### **Environmentally sensitive areas (City Code Section 108-242)**

No environmentally sensitive areas are located on or near the property, which is located within the X flood zone.

#### **Land clearing, excavation and fill, tree protection, landscaping and irrigation plan (City Code Section 108-243)**

(a) *Land clearing, excavation and fill*. The City's Urban Forestry Manager and the Tree Commission are reviewing the proposed tree removal. Otherwise, no land clearing, excavation or fill is proposed.

(b) *Tree protection*. The City's Urban Forestry Manager and the Tree Commission are reviewing

the proposed tree removal and landscape plans. All remaining trees must be protected.

(c) *Landscaping plan.* A landscape plan has been provided to the city's Urban Forestry manager. The landscape plan has been reviewed by the Tree Commission and found in compliance with the applicable landscape codes.

(d) *Irrigation plan.* Site irrigation will be achieved through use of a cistern

#### **On-site and off-site parking and vehicular, bicycle, and pedestrian circulation (City Code Section 108-244)**

The proposed plan provides four (4) off street parking spaces in the rear of the property. The vehicular access will be from Elizabeth Street. The applicant is proposing six (6) bicycle spaces provided by a bike rack located at the front of the property. The parking area in the rear will be accessed from Elizabeth Street.

#### **Housing (City Code Section 108-245)**

There is one new market rate residential unit proposed containing 1,410 square feet to occupy the second and third floor of the proposed structure.

#### **Economic resources (City Code Section 108-246)**

An analysis of estimated average ad valorem tax yield from the proposed project was not submitted by the applicant. However, it is expected the tax yield would be greater than that from the proposed development of the property. No construction expenditure was given by the applicant. No information on anticipated number of employees was provided.

#### **Special considerations (City Code Section 108-247)**

- (a) The relationship of the proposed development to the City's land use plans, objectives and policies is being evaluated as part of this analysis. The relationship of the proposed development to public facilities was evaluated above and no conflicts were identified.
- (b) The project located within the historic district and the X flood zone.
- (c) No unincorporated portions of the county would be impacted by the proposed development.
- (d) The project does not front a shoreline, so shoreline access would not be impeded.
- (e) No special facilities are proposed to accommodate bus ridership. Bus service is provided along Eaton Street.
- (f) No special design features are proposed to reduce energy consumption. However, the project would be required to comply with the energy efficiency requirements of the state and city building codes for new commercial buildings.
- (g) The property is located within the X flood zone.
- (h) No on-site recreation facilities are existing or proposed.
- (i) Coordination with applicable agencies is being facilitated through the DRC.
- (j) No wetlands or submerged land would be impacted.

#### **Construction management plan and inspection schedule (City Code Section 108-248)**

The applicant is proposing to start construction after all required City approvals are made. Staff recommends that, if necessary, temporary construction fencing and erosion barrier be installed and maintained during all phases of demolition and construction. Staff recommends that all City streets and sidewalks shall be kept clean and safe during all phases of construction.

**Truman Waterfront Port facilities (City Code Section 108-249)**

Not applicable.

**Site plan (City Code Chapter 108, Article III)**

The City shall not approve a site plan unless a finding is made that such site plan conforms to all applicable sections of the LDRs, pursuant to City Code Section 108-276, as analyzed below.

**Site location and character of use (City Code Section 108-277)**

The proposed mixed use building is located in the HNC-2 zoning district which allows for low intensity commercial uses including retail. The residential use is harmonious with the surrounding residential neighborhood

**Appearance of site and structures (City Code Section 108-278)**

The proposed appearance of the site and structures will be required to have HARC approval.

**Location and screening of mechanical equipment, utility hardware and waste storage areas (City Code Section 108-279)**

Air conditioning units and other mechanical equipment are located to the rear of the building and are not visible from the streets. Staff is requesting information on the location of trash and recycling containers, which must be properly screened.

**Front-end loaded refuse container location requirements (City Code Section 108-280)**

The City is coordinating the location and type of refuse containers through the DRC and with Waste Management to ensure adequate service access.

**Roll-off compactor container location requirements (City Code Section 108-281)**

None proposed.

**Utility lines (City Code Section 108-282)**

None proposed.

**Commercial and manufacturing activities conducted in enclosed buildings (City Code Section 108-283)**

All proposed commercial activities would take place within the building.

**Exterior lighting (City Code Section 108-284)**

No exterior lighting information was provided. Staff recommends an outdoor lighting plan be submitted prior to the City Commission hearing.

**Signs (City Code Section 108-285)**

Any proposed signage would have to obtain HARC approval and building permits.

**Pedestrian sidewalks (City Code Section 108-286)**

The property is served by existing public sidewalks.

**Loading docks (City Code Section 108-287)**

None indicated. Staff is requesting information on proposed loading and unloading locations if required.

**Storage areas (City Code Section 108-288)**

No exterior storage areas are proposed.

**Land clearing, excavation or fill (City Code Section 108-289)**

No work would impact a floodplain or a conservation area. The plans indicate an existing stormwater management system. Vegetation removal has been reviewed by the Urban Forestry Manager and the Tree Commission. Staff recommends temporary fencing and silt barriers if necessary during construction, to prevent soil and debris from running into City streets and sidewalks.

**Landscaping (Code Chapter 108, Article VI)**

A landscape plan is required as part of development plan review, pursuant to City Code Section 108-411. The submitted plan indicates proposed landscaping on the front side and rear of the property. The proposed plan will comply with the minimum open space and maximum impervious surface requirements.

**Off-street parking and loading (Code Chapter 108, Article VII)**

City Code Section 108-572(16) requires a minimum of one vehicular parking space per 300 square feet of retail floor area. Given the proposed 899 square feet of floor area, 3 vehicular spaces are required. City Code Section 108-572 (1) requires a minimum of one vehicular parking space per dwelling unit. The total parking requirement is 4 spaces.

The Code also requires bicycle parking equivalent to 25% of vehicular spaces, one (1) bicycle spaces would be required based on 4 vehicular spaces. The applicant is proposing a total of six (6) bicycle spaces.

**Stormwater and surface water management (Code Chapter 108, Article VIII)**

A stormwater management plan has been provided by the applicant and reviewed by city staff for compliance.

**Utilities (Code Chapter 108, Article IX)**

Access to potable water, wastewater disposal systems and conservation of potable water supply were analyzed in the above concurrency management determination and were found in compliance.

**Art in Public Places (City Code Section 2-487)**

Not applicable to Minor Development Plans.

**RECOMMENDATION**

The Planning Department, based on the criteria established by the Comprehensive Plan and the Land Development Regulations, recommends to the Planning Board that the request for Minor Development Plan be **APPROVED** with the following conditions:

**General conditions:**

1. The proposed development shall be consistent with the site plan dated September 29, 2015 by Anthony Sarno, Registered Architect.

2. During all phases of construction, temporary fencing and erosion barriers shall be installed and maintained. All adjacent City streets and sidewalks shall be kept clean and clear of construction debris.
3. It is recommended that the applicant participate in Waste Management's commercial recycling program and/or participate in a certified green business program, such as through Florida Keys Green Living & Energy Education (GLEE).

**Condition prior to the City Commission hearing:**

4. Pursuant to City Code Section 108-284, the applicant shall submit an outdoor lighting plan, of the entire site including the parking area.



# **Draft Resolution**

**PLANNING BOARD  
RESOLUTION NO. 2015-**

**A RESOLUTION OF THE KEY WEST PLANNING BOARD GRANTING MINOR DEVELOPMENT APPROVAL PURSUANT TO SECTIONS 108-91.A.1.(B) OF THE LAND DEVELOPMENT REGULATIONS OF THE CODE OF ORDINANCES OF THE CITY OF KEY WEST, FLORIDA FOR THE ADDITION OF 1,029 SQUARE FEET OF COMMERCIAL RETAIL BY THE CONSTRUCTION OF A NEW MIXED USE BUILDING AT 700 EATON STREET (RE # 00006120-000000; AK # 1006343) WITHIN THE HISTORIC NEIGHBORHOOD COMMERCIAL (HNC-2) ZONING DISTRICT; PROVIDING FOR AN EFFECTIVE DATE**

**WHEREAS**, Section 108-91 of the Code of Ordinances (the “Code”) of the City of Key West, Florida (the “City”) provides that within the Historic District, a Minor Development Plan is required for the addition of 500 to 2,499 square feet of nonresidential floor area; and

**WHEREAS**, Code Sections 108-196(a) and 122-62(a) require the Planning Board to review and approve, approve with conditions or deny the proposed Major Development Plan in an advisory capacity to the City Commission; and

**WHEREAS**, this matter came before the Planning Board at a duly noticed public hearing on September 17, 2015; and

**WHEREAS**, the granting of a Minor Development Plan is consistent with the criteria of the Code of Ordinances; and

**WHEREAS**, the Planning Board finds that the granting of a Minor Development Plan application is in harmony with the general purpose and intent of the Land Development Regulations, and will not be injurious to the neighborhood, or otherwise detrimental to the public welfare.

\_\_\_\_\_Chairman

\_\_\_\_\_ 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.** Minor Development approval pursuant to sections 108-91.a.1.(b) of the land development regulations of the code of ordinances of the city of Key West, Florida for the addition of 1,029 square feet of commercial retail by the construction of a new mixed use building at 700 Eaton Street (RE # 00006120-000000; AK # 1006343) within the Historic Neighborhood Commercial (HNC-2) zoning district:

**General conditions:**

1. The proposed development shall be consistent with the site plan dated August 21, 2015 by Anthony Sarno, Registered Architect.
2. During all phases of construction, temporary fencing and erosion barriers shall be installed and maintained. All adjacent City streets and sidewalks shall be kept clean and clear of construction debris.
3. It is recommended that the applicant participate in Waste Management's commercial recycling program and/or participate in a certified green business program, such as through Florida Keys Green Living & Energy Education (GLEE).

**Conditions prior to the City Commission hearing:**

4. Pursuant to City Code Section 108-284, the applicant shall submit an outdoor lighting plan, of the entire site including the parking area.

\_\_\_\_\_Chairman

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

**Section 3.** Full, complete and final application for all 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.** This Minor Development Plan approval by the Planning Board does not constitute a finding as to ownership or right to possession of the property, and assumes, without finding, the correctness of the applicant's assertion of legal authority respecting the 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 Clerk of the Board.

**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 period has expired, this permit or development order shall 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 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 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 \_\_\_\_ day of \_\_\_\_\_, 2015.

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

\_\_\_\_\_Chairman

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

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Richard Klitenick, Planning Board Chairman

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

P

**DEVELOPMENT PLAN AND CONDITIONAL USE APPLICATION**

**RECEIVED**

City of Key West Planning Department  
3149 Flagler Avenue, Key West, FL 33040  
(305) 809-3720



APR 01 2015

**CITY OF KEY WEST  
PLANNING DEPT**

**Development Plan & Conditional Use Application**

**Applications will not be accepted unless complete**

Development Plan

Major \_\_\_\_\_

Minor   X  

Conditional Use

\_\_\_\_\_

Historic District

Yes   X  

No \_\_\_\_\_

Please print or type:

- 1) Site Address   700 Eaton Street
- 2) Name of Applicant   Anthony D. Sarno / K2M Design, Inc.
- 3) Applicant is: Owner \_\_\_\_\_ Authorized Representative   X    
(attached Authorization and Verification Forms must be completed)
- 4) Address of Applicant   1001 Whitehead Street    
  Key West, FL 33040
- 5) Applicant's Phone #   305.292.7722   Email   asarno@k2mdesign.com
- 6) Email Address:   asarno@k2mdesign.com
- 7) Name of Owner, if different than above   Michael J. Downer, Poinciana Partners LLC
- 8) Address of Owner   601 Amalfi Drive, Pacific Palisades, CA 90272
- 9) Owner Phone #   213.486.9425   Email   md@caggroup.com
- 10) Zoning District of Parcel   HNC-2   RE#   00006120-000000
- 11) Is Subject Property located within the Historic District? Yes   X   No \_\_\_\_\_  
If Yes: Date of approval \_\_\_\_\_ HARC approval # \_\_\_\_\_  
OR: Date of meeting   To occur after Planning department approval
- 12) Description of Proposed Development and Use. Please be specific, list existing and proposed buildings and uses, number of dwelling units, parking, restaurant seats, vehicles proposed, etc. If there is more than one use, describe in detail the nature of each use (Give concise description here and use a separate sheet if necessary).

\_\_\_\_\_  
- SEE ATTACHED -  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

X

**DEVELOPMENT PLAN AND CONDITIONAL USE APPLICATION**  
**City of Key West Planning Department**  
**3140 Flagler Avenue, Key West, FL 33040**  
**(305) 809-3720**



13) Has subject Property received any variance(s)? Yes \_\_\_\_\_ No  X

If Yes: Date of approval \_\_\_\_\_ Resolution # \_\_\_\_\_

Attach resolution(s).

14) Are there any easements, deed restrictions or other encumbrances on the subject property?

Yes \_\_\_\_\_ No  X

If Yes, describe and attach relevant documents.

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A. For both *Conditional Uses* and *Development Plans*, provide the information requested from the attached **Conditional Use and Development Plan** sheet.

B. For *Conditional Uses* only, also include the **Conditional Use Criteria** required under Chapter 122, Article III, Sections 122-61 and 122-62 of the Land Development Regulations (see attached copy of criteria).

C. For *Major Development Plans* only, also provide the **Development Plan Submission Materials** required under Chapter 108, Article II, Division 7, Sections 108-226 through 108-248 of the Land Development Regulations (see attached copy of criteria) and any additional information as determined by the Planning Staff.

D. For both *Conditional Uses* and *Development Plans*, one set of plans **MUST** be signed & sealed by an Engineer or Architect.

**Please note, development plan and conditional use approvals are quasi-judicial hearings and it is improper to speak to a Planning Board member or City Commissioner about the project outside of the hearing.**





April 1, 2015

City of Key West Planning Department  
3140 Flagler Avenue  
Key West, Florida 33040  
Attn: Kevin Bond, Acting Planning Director / Senior Planner

**RE:** 700 Eaton Street  
Development Plan Application / Variance Application

Dear Acting Planning Director Bond,

Enclosed please find the Minor Development and Variance Applications for the 700 Eaton Street project. This application has been assembled by the Design Team for your review and approval through the DRC and Planning Board review processes.

The enclosed application includes the following items, divided into tabulated sections:

- Application Cover Letter (this document)
- Section 02 Development Plan Application with Description of Proposed Development and Requirements Narrative
- Section 03 Variance Application with Site Data Table, Verification Form, Authorization Form, Warranty Deed with Ownership Verification, and Property Record Card
- Section 04 Property Survey and Architectural, Drainage, and Landscape Drawings

Please contact me should you have any questions.

Regards,

A handwritten signature in blue ink that reads 'Anthony D. Sarno'.

Anthony D. Sarno, R.A., NCARB | Director of Florida Keys Operations  
K2M Design, Inc.

BUILDING RELATIONSHIPS BASED ON TRUST AND RESULTS.



April 1, 2015

City of Key West Planning Department  
3140 Flagler Avenue  
Key West, Florida 33040  
Attn: Kevin Bond, Acting Planning Director / Senior Planner

RE: 700 Eaton Street  
Development Plan Application / Variance Application  
Description of Proposed Development and Use

Dear Acting Planning Director Bond,

The following is our response to item 12 Description of Proposed Development and Use as part of the Development Plan Application.

**12) Description of Proposed Development and Use. Please be specific, list existing and proposed buildings and uses, number of dwelling units, parking, restaurant seats, vehicles proposed, etc. If there is more than one use, describe in detail the nature of each use (Give concise description here and use a separate sheet if necessary).**

*The proposed development at 700 Eaton Street is a mixed use development, consisting of a commercial first floor and market rate residential second floor, with third floor storage and mechanical space. This project will be new construction in accordance with FGBC Silver to comply with the single market rate BPAS allocation received earlier this year and is designed to complement the existing Old Town neighborhood.*

*The first floor commercial space is proposed as a neighborhood retail space, with code minimum off street parking provided in the rear paver parking lot, graded to provide ADA access. The second floor residential unit and third floor storage and equipment area is accessible through an enclosed stair adjacent the parking lot to provide secure access to the private residence.*

*The parking lot is designed to accommodate three (3) compact parking stalls, (1) ADA parking stall, and bicycle substitution for an additional vehicle, meeting the Code required four (4) commercial and one (1) residential off street parking requirements. All site stormwater will be contained on site through a linear trench drain collection connected to an under pavement exfiltration trench. Roof stormwater will be collected in the underground cistern.*

BUILDING RELATIONSHIPS BASED ON TRUST AND RESULTS.



April 1, 2015

City of Key West Planning Department  
3140 Flagler Avenue  
Key West, Florida 33040  
Attn: Kevin Bond, Acting Planning Director / Senior Planner

**RE:** 700 Eaton Street  
Development Plan Application / Variance Application  
Required Plans and Related Material for Minor Development

Dear Acting Planning Director Bond,

The following narrative defines the requirements for this Minor Development Application and our response to each item for use in your review.

**I. Existing Conditions:**

**A) Recent Survey of the site by a licensed Surveyor showing all dimensions including distances from property lines, and including:**

**1) Size of Site**

*Response: The site is 4,557 square feet.*

**2) Buildings, structures and parking**

*Response: The existing site is vacant.*

**3) FEMA Flood zone**

*Response: The FEMA flood zone is X.*

**4) Topography**

*Response: Spot elevations are denoted on the Survey.*

**5) Easements**

*Response: No easements are defined for this parcel.*

**6) Location of Utility Lines (Sewer, water, electric, cable) adjacent and extending into the site.**

*Response: All required utilities are located along or under Eaton and Elizabeth Streets.*

**B) Existing size and type and location of trees, hedges and other features.**

*Response: The existing site is overgrown with vegetation shielding it from the public streets. Only the existing Poinciana Tree on the East property line is of notable significance. Enclosed following this narrative is a review and recommendation by Nicholas Downs, an arborist with A Caring Tree Company, noting that the existing trees condition is hazardous. Tree Commission Application and Approval will occur under separate cover.*

BUILDING RELATIONSHIPS BASED ON TRUST AND RESULTS.

**C) Existing stormwater retention areas and drainage flows.**

*Response: No existing stormwater retention exists on the site and the exiting grade allows water to flow off the site onto the public rights of way.*

**D) A sketch showing adjacent land uses, buildings and driveways.**

*Response: The adjacent properties to the South and East are residential in the HMDR Zoning District, with residential uses on the lots across Elizabeth and Eaton Streets and mixed use residential and commercial diagonal across the intersection.*

**II. Proposed Development:**

**A) Site Plan to scale of with north arrow and dimensions by a licensed architect or engineer.**

**1) Buildings**

*Response: Enclosed plan A1.1.1 is a dimensioned plan with north arrow and major dimensions provided.*

**2) Setbacks**

*Response: Setbacks are shown on enclosed plan A1.1.1, noting compliance with Code.*

**3) Parking:**

**a. Number, location, and size of automobile and bicycle spaces.**

*Response: A total of 4 vehicle parking is provided, with three (3) compact stalls at 8'-8" x 16'-0" and one (1) ADA parking space. Six (6) bicycle parking spaces are included, with four (4) as a substitution for a single car parking space.*

**b. Handicapped spaces**

*Response: 1 accessible parking stall is provided.*

**c. Curbs or wheel stops around landscaping.**

*Response: Wheel stops are shown at the four (4) parking stalls, denoted on A1.1.1.*

**d. Type of Pavement.**

*Response: The parking area will be pavers.*

**4) Driveway dimensions and material.**

*Response: The driveway will be concrete at the existing sidewalk, with pavers adjacent for all new work.*

**5) Location of Utility Lines (sewer, water, electric, cable) adjacent and extending into the site.**

*Response: Utilities are located under and adjacent to Eaton and Elizabeth Streets.*

**6) Location of garbage and recycling**

*Response: Garbage and recycling on site adjacent the rear entrance.*

**7) Signs**

*Response: A designation sign will be located on the corner of Eaton and Elizabeth Streets along with building mounted signage on the Elizabeth Street façade, in accordance with Code and HARC Guidelines.*

**8) Lighting**

*Response: LED parking lot lighting will be provided for safety and security and will be designed to minimize overspill to adjacent properties.*

**9) Project Statistics:**

**a. Zoning**

*Response: Zoning district is HNC-2*

**b. Size of site**

*Response: The project area is 4,557 square feet.*

**c. Number of units (or units and Licenses)**

*Response: A single market rate residential unit is part of the development in accordance with the BPAS Allocation received earlier this year.*

**d. If non-residential, floor area and proposed floor area ratio**

*Response: The two-story building with attic storage is proposed at 3,502 square feet, with 1,401 square feet at the first and second floors and 700 square feet at the attic storage and equipment level. The floor area ratio permitted is 1.00, with this project under the maximum at 0.77.*

**e. Consumption area of restaurant and bars**

*Response: Not applicable.*

**f. Open space area and open space ratio**

*Response: The open space area is 24%.*

**g. Impermeable surface area and impermeable surface ratio**

*Response: The impermeable surface area is 3,465 square feet, 76%, exceeding the code allowance of 60%.*

**h. Number of automobile and bicycle spaces required and proposed.**

*Response: 5 total car parking spaces are required, with 4 being provided along with a bicycle substitution for the remaining space.*

**B) Building Elevations**

**1) Drawings of all building from every direction. If the project is in the Historic District please submit HARC approved site plans.**

*Response: Primary elevations are included on drawings A3.1.1 and will be refined as the project moves forward for HARC approval.*

**2) Height of building.**

*Response: The height of the building is 30'-0" above the crown of road, compliant with the Code.*

**3) Finished floor elevations and bottom of first horizontal structure.**

*Response: This building will be elevated above grade at the intersection corner, with the rear flush to provided ADA access. The first floor elevation is 13'-8".*

**4) Height of existing and proposed grades.**

*Response: Grades are shown on the existing survey with concept drainage and grades shown on A1.1.1.*

- C) Drainage Plan: Existing and Proposed retention area and calculations approved by the City Engineer. See one of the attached commercial and residential use Stormwater Retention Forms.**  
*Response: Drawing A1.1.1 denotes the drainage concept, providing a linear trench drain across the driveway to capture all parking lot water, with drainage through an exfiltration trench.*
- D) Landscape Plan: Size, type, location and number of plants to be removed, kept, and installed. The plan must be approved by the City Landscape Coordinator through a letter of approval. If the project is a Major Development Plan a landscape design prepared by a licensed Landscape Architect is required per Section 108-511(b) of the Land Development Regulations.**  
*Response: The enclosed landscape plan denotes the proposed vegetation areas.*

**III. Solutions Statement. Aspects of the design that address community issues including but not limited to water pollution from stormwater runoff, potable water conservation, waste disposal, recycling, energy conservation, affordable housing, and impacts on neighbors such as lighting, noise, traffic and parking.**

*Response: Community design is reinforced with the proposed mixed use as allowed (and anticipated) by current zoning, onsite parking, accessibility, size and scale of the building. All on site water will be contained / reused for landscaping areas. Commercial use produces a minimum amount of refuse which is primarily recyclable. The commercial use anticipates a high percent of bicycle traffic and pedestrian traffic with negligible impact on existing on street parking and is consistent with scale and density of the area. Proposed signage and site lighting is consistent with residential scaled property and will meet HARC Guidelines.*

*The project offers a unique opportunity to design and construct a new building within the Historic District of Key West, which affords us the opportunity to embrace the newest technologies and building products to create an energy efficient mixed use structure. Through the initial design concepts, we have met the Baseline Green Building Certification through the Florida Green Building Coalition Florida Green Home Certification Standard, Version 10, identifying 153 points elevating the design to Silver. The complete Score Sheet is enclosed as part of this project, with some of the key point areas including efficiency in water use and management, the urban lot location, meeting or exceeding code for Hurricane Resistant construction, and keeping the residential unit floor area to a minimum. Further the project approach creates less impact through this mixed use design compared to the alternate single family residence with outdoor pool areas.*

*With the project located in an X Zone according to the current FEMA Maps and the existing grade at 13'-9", the project will inherently meet the first habitable floor 1.5 feet above the required based flood elevation requirement. Understanding the base flood elevations are subject to change in the near term, the proposed design elevates the finish floor 2'-0" above grade, creating a greater barrier against flooding.*

*Water reuse will be integrated into this project through collection of all roof drainage into an underground cistern. The roof area is 1,725 square feet, which will result in a minimum cistern of 1,725 gallons. This rainwater catchment system will store and filter the collected water to minimize the*



*freshwater impact of this project in landscape irrigation, laundry, and by providing the water for toilet flushing.*

### Development Plan Submission Materials

#### **Sec. 108-230. Other project information**

A general outline of the proposed development shall include the following criteria where applicable:

**(1) Proposed stages of phases of development or operation and facility utilization.**

*Response: This project will be completed in a single phase of work.*

**(2) Target dates for each phase.**

*Response: Construction is anticipated to take 10 months from permit approval. Understanding the approval process, design and engineering required, and bidding and permitting, the following schedule is considered:*

<i>Design and Engineering phase -</i>	<i>Complete July 2015</i>
<i>Bidding, permitting, and contract negotiation phase -</i>	<i>July 2015 thru August 2015</i>
<i>Construction phase -</i>	<i>August 2015 thru May 2016</i>

**(3) Expected date of completion.**

*Response: Anticipated completion based on the aforementioned schedule is May 2016.*

**(4) Proposed development plan for the site.**

*Response: The enclosed plans define the proposed development for the site, creating a two-story building with third floor attic consistent with the Historic District mass and scale.*

**(5) A written description of characteristics of the proposed development (i.e., number and type of residential units; floor area by land use; number of tourist accommodations units; seating or parking capacities; number of hospital beds; any proposed outside facilities or areas to be used for storage, display, outside sales, waste disposal or similar use; and any other proposed uses).**

*Response: Reference solution statement noted above.*

**(6) For planned unit developments, indicate design techniques (i.e. clustering, zero lot line, or other techniques) used to reduce public facility costs, reduce disturbance of natural resources, and preserve scenic quality of the site.**

*Response: The proposed development includes a single market rate residential unit, awarded earlier this year through the BPAS process.*

**(7) Buildings and siting specifications which shall be utilized to reduce damage potential and to comply with federal flood insurance regulations.**

*Response: The site grade and finish floor elevations are elevated to meet and exceed current 100 year FEMA flood levels.*

**(8) Protection against encroachment together with proposed mitigation measures to be employed within environmentally sensitive areas.**

*Response: Environmentally sensitive areas do not occur adjacent to this project site.*





**Sec. 108-232. Intergovernmental coordination**

The development plan shall contain the following pertaining to intergovernmental coordination:

**(1) Provide proof of coordination with applicable local, regional, state and federal agencies, including but not limited to the following agencies that will be involved in the project:**

**a. South Florida Regional Planning Council (SFRPC)**

*Response: Review and coordination with the South Florida Regional Planning Council is not anticipated to be required.*

**b. City electric system (CES).**

*Response: The design and engineering Team will coordinate with Keys Energy to review the project.*

**c. State department of environmental protection (DEP).**

*Response: Review and coordination with the Department of Environmental Protection is not anticipated to be required.*

**d. Army Corps of Engineers (ACOE).**

*Response: Review and coordination with the Army Corps of Engineers is not anticipated to be required.*

**e. South Florida Water Management District (SFWMD).**

*Response: Review and coordination with the South Florida Water Management District is not anticipated to be required.*

**f. State department of transportation (DOT).**

*Response: Review and coordination with the Department of Transportation is not anticipated to be required.*

**g. State department of community affairs (DCA).**

*Response: Review and coordination with the Department of Community Affairs will occur as part of this Minor Development Process.*

**h. State Florida Aqueduct Authority (FKAA)**

*Response: The design and engineering Team will coordinate with FKAA to review the project.*

**i. State fish and wildlife conservation commission (F&GC).**

*Response: Review and coordination with the Fish and Wildlife Conservation Commission is not anticipated to be required.*

**j. The county.**

*Response: Review and coordination with Monroe County is not anticipated to be required.*

**(2) Provide evidence that any necessary permit, lease or other permission from applicable local, regional, state and federal agencies has been obtained for any activity that will impact wetland communities or submerged land.**

*Response: Special approvals other than this development process and other City of Key West permits and approvals are not anticipated to be required.*

**(3) When intergovernmental coordination efforts are complete, the applicant shall provide evidence of good faith efforts towards resolving intergovernmental coordination issues.**

*Response: The Design Team will coordinate directly with the City of Key West to verify all coordination has occurred.*



March 31, 2015

A Caring Tree Company  
19264 Acosta Trail  
Sugarloaf Key, FL 33042

Mr & Mrs Michael Downer  
700 Eaton Street  
Key West, FL 33040

To Whom It May Concern,

Recently I was contacted by Mr & Mrs Downer to perform an inspection of the Royal Poinciana tree bordering the property line. At first glance I noticed visible signs of new branch failures as well as branch die back. Upon closer inspection of the lower trunk of the tree I also found there to be no heart or hard wood supporting it.

I consider this tree to be extremely hazardous which poses a threat to any person(s) or property that may be near when it inevitably fails.

My final recommendation is complete removal of this tree.

Best Regards,

A handwritten signature in black ink that reads "Nicholas Downs". The signature is written in a cursive style with a large, sweeping initial "N".

Nicholas Downs  
ISA Arborist FL5275A

# Verification

City of Key West  
Planning Department



Verification Form  
(Where Authorized Representative is an entity)

I, Anthony D. Sarno, in my capacity as Director  
*(print name)* *(print position; president, managing member)*

of K2M Design, Inc.  
*(print name of entity serving as Authorized Representative)*

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

700 Eaton Street, Key West, Florida 33040  
*Street Address of subject property*

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

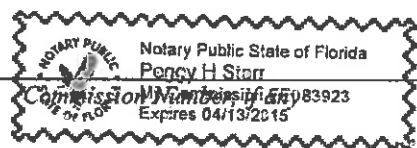
*AS*  
*Signature of Authorized Representative*

Subscribed and sworn to (or affirmed) before me on this 9-2-14 by  
*date*  
Anthony D. Sarno  
*Name of Authorized Representative*

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

*Peggy H. Starr*  
*Notary's Signature and Seal*

Peggy H. Starr  
*Name of Acknowledger typed, printed or stamped*



# **Authorization**

City of Key West  
Planning Department



Authorization Form  
(Where Owner is a Business Entity)

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

I, Michael J. Downer as  
*Please Print Name of person with authority to execute documents on behalf of entity*

Member of Poinciana Patterns, LLC  
*Name of office (President, Managing Member) Name of owner from deed*

authorize Anthony D. Sarno of K2M Design, Inc.  
*Please Print Name of Representative*

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

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

Subscribed and sworn to (or affirmed) before me on this June 30, 2014  
*Date*

by Michael Downer  
*Name of person with authority to execute documents on behalf on entity owner*

He/She is personally known to me or has presented a California drivers license as identification.

[Signature]  
*Notary's Signature and Seal*



Maria E. Hurtado  
*Name of Acknowledger typed, printed or stamped*

1968122  
*Commission Number, if any*

**Deed**

Prepared by and return to:  
Susan Mary Cardenas  
Attorney at Law  
Stones & Cardenas  
221 Simonton Street  
Key West, FL 33040  
305-294-0252  
File Number: 13-327-Premium

[Space Above This Line For Recording Data]

## Warranty Deed

**This Warranty Deed** made this 3rd day of January, 2014 between Premium Mortgage, Inc., a Florida corporation whose post office address is 716 W. Fletcher Avenue, Tampa, FL 33612, grantor, and Polyclana Partners, LLC, a Delaware limited liability company whose post office address is 601 Amalfi Drive, Pacific Palisades, CA 90272, grantee:

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

**Witnesseth**, that said grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said grantee, and grantee's heirs and assigns forever, the following described land, situate, lying and being in Monroe County, Florida to-wit:

On the Island of Key West, and known on William A. Whitehead's map of said Island, delineated in February A.D. 1829, as a part of Lot Three (3) of Square Thirty-five (35), having a frontage on Eaton Street Fifty (50) feet, and a frontage on Elizabeth Street of Eighty-eight (88) feet; being the same land that was conveyed by Laura Johnson to Samuel B. Lowe, under date of January 24, A.D. 1866.

Parcel Identification Number: 00006120-000000

Subject to taxes for 2014 and subsequent years; covenants, conditions, restrictions, easements, reservations and limitations of record, if any.

Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

**To Have and to Hold**, the same in fee simple forever.

**And** the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to December 31, 2013.

**In Witness Whereof**, grantor has hereunto set grantor's hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:

[Signature]  
Witness Name: Bessie Zigler  
[Signature]  
Witness Name: Debra A. Register

Premium Mortgage, Inc., a Florida corporation

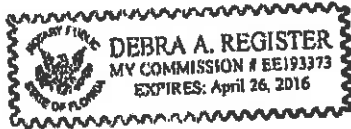
By: [Signature]  
Theodore J Couch, Jr., Vice President

(Corporate Seal)

State of Florida  
County of Hillsborough

The foregoing instrument was acknowledged before me this 3 day of January, 2014 by Theodore J Couch, Jr., Vice President of Premium Mortgage, Inc., a Florida corporation, on behalf of the corporation. He/she  is personally known to me or  has produced a driver's license as identification.

[Notary Seal]



[Signature]  
Notary Public

Printed Name: Debra A. Register

My Commission Expires: 4/26/14



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

This Instrument Prepared By:

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

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## QUIT CLAIM DEED

**THIS QUIT CLAIM DEED**, executed this 3<sup>rd</sup> day of January, 2014 by and between Premium Mortgage, Inc., a Florida corporation, whose address is 716 W. Fletcher Avenue, Tampa, FL 33612, party of the first part, and Poinciana Partners, LLC, a Delaware limited liability company, whose address is 601 Amalfi Drive, Pacific Palisades, CA 90272, party of the second part.

**WITNESSETH**, That the said party of the first part, for and in consideration of the sum of Ten and 00/100 (\$10.00) Dollars, in hand paid by the said party of the second part, the receipt of which is hereby acknowledged, has remised, released and quit-claimed, and by these presents does remise, release and quit-claim unto the said party of the second part all the right, title, interest, claim and demand which the said party of the first part has in and to the following described lot, piece or parcel of land, situate lying and being in the County of Monroe, State of Florida, to wit:

A parcel of land in a part of Lot 3, Square 35 in the City of Key West, Florida, according to William A. Whitehead's map of the Island of the City of Key West, Florida, and being more particularly described by metes and bounds as follows: Commencing at the intersection of the Southeasterly property line of Eaton Street and the Northeasterly property line of Elizabeth Street, bear Southeasterly along the Northeasterly property line of Elizabeth Street for a distance of 88.0 feet to the Point of Beginning of the parcel of land hereinafter described; from said Point of Beginning, continue bearing Southeasterly along the Northeasterly property line of Elizabeth Street for a distance of 2.60 feet to a point; thence with a deflected angle to the left of 88°50'55" and Northeasterly for a distance of 50.26 feet to a point; thence with a deflected angle to the left of 91°09'05" and in a Northwesterly direction for a distance of 3.60 feet to a point; thence at right angles and in a Southwesterly direction for a distance of 50.25 feet, back to the Point of Beginning.

**SUBJECT TO:** Taxes for the year 2014 and subsequent years.

**SUBJECT TO:** Conditions, restrictions, limitations, reservations and easements of record, if any.

**THIS DOCUMENT WAS PREPARED WITHOUT BENEFIT OF TITLE SEARCH OR ABSTRACT EXAMINATION AND IS BASED SOLELY ON THE FACTS PROVIDED BY EITHER OF THE PARTIES OR THEIR AGENTS.**

**TO HAVE AND TO HOLD** the same, together with all and singular the appurtenances

thereunto belonging or in anywise appertaining, and all the estate, right, title, interest and claim whatsoever of the said party of the first part, either in law or equity, to the only proper use, benefit and behoof of the said party of the second part forever.

IN WITNESS WHEREOF, the said party of the first part has signed and sealed these presents the day and year first above written.

Signed, Sealed and Delivered  
in the Presence of:

PREMIUM MORTGAGE, INC., a  
Florida corporation

Bessie Zeigler  
Signature of Witness  
Bessie Zeigler  
Printed Name of Witness

By: Theodore J. Couch, Jr.  
Theodore J. Couch, Jr., Vice-President

Debra A. Register  
Signature of Witness  
Debra A. Register  
Printed Name of Witness

STATE OF FLORIDA:  
COUNTY OF Hillsborough

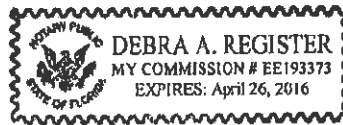
I HEREBY CERTIFY that on this day personally appeared before me, an officer duly authorized to administer oaths and take acknowledgments, PREMIUM MORTGAGE, INC., a Florida corporation, by and through its Vice-President, THEODORE J. COUCH, JR., who is personally known to me to be the person described in and who executed the foregoing Quit Claim Deed or who produced \_\_\_\_\_ as identification, and he has acknowledged before me that he executed the same freely and voluntarily for the purposes therein expressed.

WITNESS my hand and official seal at 716 W. Fletcher Ave Tampa, FL Hillsborough, FL, County of Hillsborough, State of Florida, this 3rd day of January, 2014.

Debra A. Register  
Printed Name of Notary

Debra A. Register  
NOTARY PUBLIC

My Commission Expires: 4/26/14



# Closing Affidavit

(Seller)

Before me, the undersigned authority, personally appeared the undersigned ("Affiant"), who being by me first duly sworn, on oath, depose(s) and say(s) that:

1. Premium Mortgage, Inc., a Florida corporation ("Seller"), is the owner of and is selling the following described property to Poinciana Partner, LLC, a Delaware limited liability company ("Buyer"), to wit:

**Parcel A**

On the Island of Key West, and known on William A. Whitehead's map of said Island, delineated in February A.D. 1829, as a part of Lot Three (3) of Square Thirty-five (35), having a frontage on Eaton Street Fifty (50) feet, and a frontage on Elizabeth Street of Eighty-eight (88) feet; being the same land that was conveyed by Laura Johnson to Samuel B. Lowe, under date of January 24, A.D. 1866.

**Parcel B**

A parcel of land in a part of Lot 3, Square 35 in the City Key West, Florida, according to William A. Whitehead's map of the Island of the City of Key West, Florida, and being more particularly described by metes and bounds as follows: Commencing at the intersection of the Southeasterly property line of Eaton Street and the Northeasterly property line of Elizabeth Street, bear Southeasterly along the Northeasterly property line of Elizabeth Street for a distance of 88.0 feet to the Point of Beginning of the parcel of land hereinafter described; from said Point of Beginning, continue bearing Southeasterly along the Northeasterly property line of Elizabeth Street for a distance of 2.60 feet to a point; thence with a deflected angle to the left of 88° 50' 55" and Northeasterly for a distance of 50.26 feet to a point; thence with a deflected angle to the left of 91° 09' 05" and in a Northwesterly direction for a distance of 3.60 feet to a point; thence at right angles and in a Southwesterly direction for a distance of 50.25 feet, back to the Point of Beginning.

2. The above described property is free and clear of all liens, taxes, encumbrances and claims of every kind, nature and description of record whatsoever, except for mortgage or mortgages, if any, described in the Deed and except for real estate and personal property taxes for the year 2014, which are not yet due and payable.
3. There have been no improvements, alterations, or repairs since acquisition by the Seller to the above described property for which the costs thereof remain unpaid, that there are no claims for labor or material furnished for repairing or improving the same, which remain unpaid since the acquisition by Seller, and that there are no mechanic's, materialmen's, or laborer's liens since acquisition by Seller against the above described property.
4. *To the best of my knowledge* There have been no documents recorded in the Public Records of Monroe County, Florida subsequent to November 5, 2013, which affect title to the Property and Seller has not entered into any contracts for the sale, disposition or leasing of the Property since said date except as may have been disclosed to Stones & Cardenas in writing, and Seller has no knowledge of any matter affecting title to the Property.
5. The personal property contained in the building on said property, or on the said premises, and which, if any, is being sold free and clear of all liens, encumbrances, claims and demands whatsoever. The Seller knows of no violations of Municipal or County Ordinances pertaining to the above described property. No judgment or decree has been entered in any court in this State or the United States against said Seller which remains unsatisfied. There are no persons other than Seller in possession of the above described property.
6. Seller agrees that in the event the current real estate or personal property taxes vary in amount from the figures used in making the prorations used in closing the transfer and conveyance of the above described property to said buyers, then a new proration and a correct and proper adjustment will be made upon demand.
7. There are no matters or claims pending against the Seller that could give rise to a lien that would attach to the property between the effective date of commitment and the recording of the interest to be insured. Seller has not and will not execute any instruments that would adversely affect the interest to be insured. Other than disclosed by this commitment

there are no matters which would constitute defects in affiant(s) title to the insured land. There are no matters existing at this date which would adversely affect the ability to the affiant(s) to convey the insured land.

8. Seller's title to, and possession and enjoyment of, the property have been open, notorious, peaceable and undisturbed, and have never been disputed nor questioned.
9. There are no disputes concerning the boundary lines of the property, and the operation of any buildings on said property has been in compliance with the applicable building codes, ordinances and statutes.
10. Affiant has received no notice of any public hearing regarding assessment for improvements or changes in applicable zoning laws concerning said property within the past ninety (90) days.
11. There are no actions or proceedings now pending in any State or Federal Court to which the Seller is a party, including but not limited to, proceedings in bankruptcy, receivership or insolvency, nor are there any judgments, bankruptcies, liens or executions of any nature which constitute or could constitute a charge or lien upon said property.
12. *To the best of my knowledge* There are no unrecorded easements, claims of easement or rights-of-way affecting all or any portion of the property.
13. Seller understands that Section 1445 of the Internal Revenue Code provides that a Buyer of a United States real property interest must withhold tax if the Seller is a foreign person. To inform the Buyer that withholding of tax is not required upon purchase of the above described property, Seller certifies the following:
  - a. Seller is not a nonresident alien individual, foreign corporation, foreign partnership, foreign trust or foreign estate for purposes of United States federal income taxation.
  - b. Seller's U.S. Taxpayer Identification Number is 59-0874432.
  - c. Seller's address is: 716 W. Fletcher Avenue, Tampa, FL 33612.
  - d. No other persons or entities have an ownership interest in the above described property.

Seller understands the Buyer of the described property intends to rely on the foregoing representations in connection with the United States Foreign Investment in Real Property Tax Act. (FIRPTA). Seller understands this certification may be disclosed to the Internal Revenue Service by the Buyer and that any false statements contained in this certification may be punished by fine, imprisonment or both. Seller has the authority to sign this affidavit as either individual Seller or on behalf of an entity Seller. Under penalties of perjury, Seller states that this declaration was carefully read and is true and correct.

14. This affidavit is given for the purpose of clearing any possible question or objection to the title to the above referenced property and, for the purpose of inducing Stones & Cardenas and Chicago Title Insurance Company to issue title insurance on the subject property, with the knowledge that said title companies are relying upon the statements set forth herein. Seller hereby holds Stones & Cardenas and Chicago Title Insurance Company harmless and fully indemnifies same (including but not limited to attorneys' fees, whether suit be brought or not, and at trial and all appellate levels, and court costs and other litigation expenses) with respect to the matters set forth herein. "Affiant", "Seller" and "Buyer" include singular or plural as context so requires or admits. Seller further states that he/she is familiar with the nature of an oath and with the penalties as provided by the laws of the United States and the State of Florida for falsely swearing to statements made in an instrument of this nature. Seller further certifies that he/she has read, or heard read, the full facts of this Affidavit and understands its context.

Under penalties of perjury, I declare that I have read the foregoing Affidavit and that the facts stated in it are true.

Premium Mortgage, Inc., a Florida corporation

By: *Theodore J Couch, Jr.*  
Theodore J Couch, Jr., Vice President

(Corporate Seal)

State of Florida  
County of Hillsborough

The foregoing instrument was sworn to and subscribed before me this 3<sup>rd</sup> day of January, 2014 by Theodore J Couch, Jr., Vice President of Premium Mortgage, Inc., a Florida corporation, on behalf of the corporation. He/she  is personally known to me or  has produced a driver's license as identification.

[Notary Seal]

*Debra A. Register*  
Notary Public

Printed Name: Debra A. Register

My Commission Expires: 4-26-16



D. NAME OF BORROWER: Poinciana Pa. s, LLC, a Delaware limited liability company  
 Address of Borrower: 601 Amalfi Drive, Pacific Palisades, California 90272

E. NAME OF SELLER: Premium Mortgage, Inc. a Florida corporation  
 Address of Seller: 716 W Fletcher Avenue, Tampa, Florida 33612

F. NAME OF LENDER:  
 Address of Lender:

G. PROPERTY LOCATION: 700 Eaton Street, Key West, Florida 33040

H. SETTLEMENT AGENT: Stones & Cardenas  
 Place of Settlement: 221 Simonton Street, Key West, Florida 33040

I. SETTLEMENT DATE: 1/3/14

FIN 93-0874412

FIN 66-0751950

Phone 305-294-0252

DISBURSEMENT DATE: 1/3/14

Amount paid by/borrower for		Amount received by/seller from	
101-112		401-412	
101. Contract sales price	335,000.00	401. Contract sales price	335,000.00
102. Personal property		402. Personal property	
103. Settlement charges to borrower (Line 1400)	558.50	403.	
104. Credit to Seller for fees above \$2,000.00	2,745.28	404. Credit to Seller for fees above \$2,000.00	2,745.28
105.		405.	
106. City/town taxes		406. City/town taxes	
107. County taxes		407. County taxes	
108. Assessments		408. Assessments	
109.		409.	
110.		410.	
111.		411.	
112.		412.	
<b>120. Gross amount due from borrower:</b>	<b>338,303.78</b>	<b>420. Gross amount due to seller:</b>	<b>337,745.28</b>
201. Deposit or earnest money	1,000.00	501. Excess deposit (see instructions)	
202. Principal amount of new loan(s)		502. Settlement charges to seller (line 1400)	4,731.45
203. Existing loan(s) taken subject to		503. Existing loan(s) taken subject to	
204. Principal amount of second mortgage		504. Payoff of first mortgage loan	
205.		505. Payoff of second mortgage loan	
206.		506. Deposits held by seller	
207. Principal amt of mortgage held by seller		507. Principal amt of mortgage held by seller	
208.		508.	
209.		509.	
210. City/town taxes from 01/01/14 to 01/03/14	13.83	510. City/town taxes from 01/01/14 to 01/03/14	13.83
211. County taxes		511. County taxes	
212. Assessments		512. Assessments	
213.		513.	
214.		514.	
215.		515.	
216.		516.	
217.		517.	
218.		518.	
219.		519.	
<b>220. Total paid by/for borrower:</b>	<b>1,013.83</b>	<b>520. Total reductions in amount due seller:</b>	<b>4,745.28</b>
301. Gross amount due from borrower (line 120)	338,303.78	601. Gross amount due to seller (line 420)	337,745.28
302. Less amount paid by/for the borrower (line 220)	(1,013.83)	602. Less total reductions in amount due seller (line 520)	(4,745.28)
<b>333 Cash ( <input checked="" type="checkbox"/> From <input type="checkbox"/> To ) Borrower:</b>	<b>337,239.95</b>	<b>603 Cash ( <input checked="" type="checkbox"/> To <input type="checkbox"/> From ) Seller:</b>	<b>333,000.00</b>

Substitute Form 1099 Seller Statement: The information contained in blocks E, G, H, and I and on line 401 is important tax information and is being furnished to the IRS. If you are required to file a return, a negligence penalty or other sanction will be imposed on you if this item is required to be reported and the IRS determines that it has not been reported.

Seller Instructions: If this real estate was your principal residence, file Form 2119, Sale or Exchange of Principal Residence, for any gain, with your tax return; for other transactions, complete the applicable parts of Form 4797, Form 6262 and/or Schedule D (Form 1040).

Section 1 - Sales/Commission		Paid from Borrower's Funds at Settlement	Paid from Seller's Funds at Settlement
700. Total Sales/Brokers Com. based on price	\$335,000.00 @ % *		
701. % to			
702. % to			
703. Commission paid at settlement			
704. to			
Section 2 - Loan Origination Fees			
801. Loan origination fee	% to		
802. Loan discount	% to		
803. Appraisal fee	to		
804. Credit report	to		
805. Lender's inspection fee	to		
806. Mortgage insurance application fee	to		
807. Assumption Fee	to		
808. to			
809. to			
810. to			
811. to			
Section 3 - Insurance			
901. Interest from	to @ Day		
902. Mortgage insurance premium for	months to		
903. Hazard insurance premium for	years to		
904. Flood insurance premium for	years to		
905. to			
Section 4 - Taxes			
1000. Recurring charges (Monthly Payments)			
1001. Hazard insurance	months @ per month		
1002. Mortgage insurance	months @ per month		
1003. City property taxes	months @ per month		
1004. County property taxes	months @ per month		
1005. Annual assessments	months @ per month		
1006. Flood insurance	months @ per month		
1007. to	months @ per month		
1008. to	months @ per month		
1009. Aggregate accounting adjustment			
Section 5 - Settlement Charges			
1101. Settlement or closing fee	to Stones & Cardenas		250.00
1102. Abstract or title search	to Stones & Cardenas		200.00
1103. Title examination	to		
1104. Title insurance binder	to		
1105. Document preparation	to		
1106. Notary fees	to		
1107. Attorney's Fees	to		
(Includes above item numbers.)			
1108. Title insurance	to Chicago Title Insurance Company; Stones & Cardenas		1,750.00
(Includes above item numbers.)			
1109. Lender's coverage (Premium):			
1110. Owner's coverage (Premium):	\$335,000.00 (\$1,750.00)		
1111. Endorse:			
1112. to			
1113. to			
Section 6 - Government-Imposed Charges			
1201. Recording fees	Deed \$18.50 Mortgage(s) Releases		18.50
1202. City/county tax stamps	Deed Mortgage(s)		
1203. State tax stamps	Deed \$2,345.00 Mortgage(s)		2,345.00
1204. Record Certificate of Good Standing	to Clerk of Courts		10.00
1205. Record Quit Claim Deed	to Clerk of Courts		19.20
Section 7 - Other Settlement Charges			
1301. Survey	to Island Surveying, I. c.		500.00
1302. Record Corporate Resolution	to Clerk of Courts		8.50
1303. Obtain Certificate of Good Standing	to Stones & Cardenas		58.75
1304. Incoming Wire Transfer Fee	to Stones & Cardenas		30.00
1305. Outgoing Wire Transfer Fee	to Stones & Cardenas		50.00
1306. Federal Express (return Seller package)	to Stones & Cardenas		50.00
1307. to			
1308. to			
1309. to			
(Enter on lines 109, Section J and 102, Section K)		658.00	4,731.45

I have carefully reviewed the HUD-1 Settlement Statement and to the best of my knowledge and belief, it is a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction. I further certify that I have received a copy of the HUD-1 Settlement Statement.

By: Michael Downer Borrower  
 Michael Downer, Member  
 By: Jessica B. Johnson Borrower  
 Jessica B. Johnson, Member  
 By: Thoddie J. Couch, Jr. Seller  
 Thoddie J. Couch, Jr., Vice President

The HUD-1 Settlement Statement which I have prepared is true and accurate to the best of my knowledge and belief. I have washed, or will cause, the funds to be disbursed in accordance with this statement.

By: Adela V. Stone 1/3/14  
 As Its Authorized Representative

WARNING: It is a crime to knowingly make false statements to the United States on this or any other similar form. Penalties apply when you include a false and intentional. For details see Title 18 U.S. Code Section 1001 and Section 1003.

A. Settlement Statement

B. Type of Loan

<input type="radio"/> 1. FHA	<input type="radio"/> 2. FmHA	<input type="radio"/> 3. Conv. Units	<b>6. File Number</b> 13-327-Premium	<b>7. Loan Number</b> ID:	<b>8. Mortg. Ins. Case Num.</b>
<input type="radio"/> 4. VA	<input type="radio"/> 5. Conv. Ins.				

C. NOTE: This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked "(p.o.c.," were paid outside the closing; they are shown here for informational purposes and are not included in the totals.

**D. NAME OF BORROWER:** Poinclana Partners, LLC, a Delaware limited liability company  
**Address of Borrower:** 601 Amalfi Drive, Pacific Palisades, California 90272

**E. NAME OF SELLER:** Premium Mortgage, Inc., a Florida corporation  
**Address of Seller:** 716 W. Fletcher Avenue, Tampa, Florida 33612 **TIN:** 59-0874432

**F. NAME OF LENDER:**  
**Address of Lender:**

**G. PROPERTY LOCATION:** 700 Eaton Street, Key West, Florida 33040

**H. SETTLEMENT AGENT:** Stones & Cardenas **TIN:** 65-0751958  
**Place of Settlement:** 221 Simonton Street, Key West, Florida 33040 **Phone:** 305-294-0252

**I. SETTLEMENT DATE:** 1/3/14 **DISBURSEMENT DATE:** 1/3/14

J. Summary of Borrower's Transactions		K. Summary of Seller's Transactions	
100. Gross amount due from Borrower		400. Gross amount due to Seller	
101. Contract sales price	335,000.00	401. Contract sales price	335,000.00
102. Personal property		402. Personal property	
103. Settlement charges to borrower (Line 1400)	558.50	403.	
104. Credit to Seller for fees above \$2,000.00	2,745.28	404. Credit to Seller for fees above \$2,000.00	2,745.28
105.		405.	
<b>120. Gross amount due from borrower:</b> 338,303.78		<b>420. Gross amount due to seller:</b> 337,745.28	
<b>200. Amounts paid or to be paid by borrower:</b>		<b>500. Total reductions in amount due to seller:</b>	
201. Deposit or earnest money	1,000.00	501. Excess deposit (see instructions)	
202. Principal amount of new loan(s)		502. Settlement charges to seller (line 1400)	4,731.45
203. Existing loan(s) taken subject to		503. Existing loan(s) taken subject to	
204. Principal amount of second mortgage		504. Payoff of first mortgage loan	
205.		505. Payoff of second mortgage loan	
206.		506. Deposits held by seller	
207. Principal amt of mortgage held by seller		507. Principal amt of mortgage held by seller	
208.		508.	
209.		509.	
<b>210. City/town taxes from 01/01/14 to 01/03/14</b> 13.83		<b>510. City/town taxes from 01/01/14 to 01/03/14</b> 13.83	
211. County taxes		511. County taxes	
212. Assessments		512. Assessments	
213.		513.	
214.		514.	
215.		515.	
216.		516.	
217.		517.	
218.		518.	
219.		519.	
<b>220. Total paid by/for borrower:</b> 1,013.83		<b>520. Total reductions in amount due seller:</b> 4,745.28	
<b>300. Cash at settlement from the borrower:</b>		<b>600. Cash at settlement from the seller:</b>	
301. Gross amount due from borrower (line 120)	338,303.78	601. Gross amount due to seller (line 420)	337,745.28
302. Less amount paid by/for the borrower (line 220)	(1,013.83)	602. Less total reductions in amount due seller (line 520)	(4,745.28)
<b>303. Cash ( <input checked="" type="checkbox"/> From <input type="checkbox"/> To ) Borrower:</b> 337,289.95		<b>603. Cash ( <input checked="" type="checkbox"/> To <input type="checkbox"/> From ) Seller:</b> 333,000.00	

Substitute Form 1099 Seller Statement: The information contained in blocks E, G, H, and I and on line 401 is important tax information and is being furnished to the IRS. If you are required to file a return, a negligence penalty or other sanction will be imposed on you if this item is required to be reported and the IRS determines that it has not been reported.

Seller Instructions: If this real estate was your principal residence, file Form 2119, Sale or Exchange of Principal Residence, for any gain, with your tax return; for other transactions, complete the applicable parts of Form 4797, Form 6262 and/or Schedule D (Form 1040).

Borrower's Initial(s): MD

Seller's Initial(s):



# Closing Statement Addendum

**Seller:** Premium Mortgage, Inc., a Florida corporation  
**Buyer:** Poinciana Partners, LLC, a Delaware limited liability company  
**Property:** 700 Eaton Street, Key West, FL 33040  
**Closing Agent:** Stones & Cardenas  
**Closing Date:** January 3, 2014  
**File Number:** 13-327-Premium

**TAX RE-PRORATION AGREEMENT:** If the most recent property tax bill issued does not cover through the closing date, then the tax prorations set forth on the settlement statement are based upon an estimate. The basis of proration as set forth on the settlement statement is hereby accepted by the parties to this transaction. It is hereby understood and agreed that the actual taxes, if different, will be adjusted between the parties upon demand. Closing Agent is not liable or responsible for adjustment or re-proration of taxes. Closing Agent is not responsible or liable for additional taxes, other charges or tax refunds, if any, and shall not be liable should any of the parties to this transaction fail or refuse to re-prorate the taxes.

**AGREEMENT TO COOPERATE:** If requested by Lender (if any), Closing Agent, Title Agent or Title Underwriter, the parties agree to fully cooperate and adjust for clerical errors, including the execution or re-execution of any reasonable documentation and/or the remittance of any additional sums.

**HOMEOWNER'S/CONDOMINIUM ASSOCIATIONS:** Intentionally deleted.

**MISCELLANEOUS:** Closing Agent does not make any representations or warranties nor assumes any liability with respect to the physical condition of the property, or any repairs to the property. Buyer has been advised and encouraged to secure hazard insurance coverage prior to completion of closing. If a survey was prepared for the subject transaction, then the Buyer hereby acknowledges receipt of a copy thereof. The buyer has reviewed said survey and accepts title subject to the matters set forth thereon. Buyer has received and reviewed the proposed deed and is satisfied with and approves the manner which title is being held. Seller and Buyer hereby acknowledges that Stones and Cardenas does not represent either party in the transaction.

**DISBURSEMENT AUTHORIZATION, ETC.:** Closing Agent does not adjust or assume liability for charges for sewer, water, rents, gas, electricity, taxes on personal property, garbage taxes or fees, license fees or taxes, service/maintenance contracts (pest control, appliance maintenance, pool care, lawn care, alarm systems, etc.), association assessments or dues, or estoppel information furnished by mortgagees or others. The settlement statement has been reviewed and approved and Closing Agent is irrevocably authorized and directed to complete the closing of the transaction and make disbursement in accordance therewith. In the event of mortgage assumption, if Seller has received a credit for the escrow account balance, then Seller hereby assigns all right, title and interest in said account to Buyer. Seller, Buyer, and Borrower are used for singular or plural, as the context so requires or admits. This Agreement is being provided as an inducement for Closing Agent to serve as the closing agent and for Title Agent and Title Underwriter to issue title insurance on the subject transaction.

**PERMITS:** The undersigned parties hereby acknowledge that there may be open permits on the above-referenced property.

The parties release Stones & Cardenas and Chicago Title Insurance Company from any and all liability related to the open permits, if any.

**Buyer:**

Poinciana Partners, LLC, a Delaware limited liability company

By: Michael J. Downer  
Michael J. Downer, Member

By: Jessica B. Johnson  
Jessica B. Johnson, Member

(Corporate Seal)

**Seller:**

Premium Mortgage, Inc., a Florida corporation

By: Theodore J. Couch, Jr.  
Theodore J. Couch, Jr., Vice President

(Corporate Seal)

The parties release Stones & Cardenas and Chicago Title Insurance Company from any and all liability related to the open permits, if any.

Buyer:

Poinciana Partners, LLC, a Delaware limited liability company

By: Michael Downer  
Michael J. Downer, Member

By: Jess  
Jessica B. Johnson, Member

(Corporate Seal)

Seller:

Premium Mortgage, Inc., a Florida corporation

By: \_\_\_\_\_  
Theodore J Couch, Jr., Vice President

(Corporate Seal)



CHICAGO TITLE INSURANCE COMPANY

13-327-Premium

COMMITMENT FOR TITLE INSURANCE

Issued by Chicago Title Insurance Company

Chicago Title Insurance Company, a Nebraska corporation (the "Company"), for a valuable consideration, commits to issue its policy or policies of title insurance, as identified in Schedule A, in favor of the proposed Insured named in Schedule A, as owner or mortgagee of the estate or interest in the Land described or referred to in Schedule A, upon payment of the premiums and charges and compliance with the Requirements; all subject to the provisions of Schedules A and B and to the Conditions of this Commitment.

This Commitment shall be effective only when the identity of the proposed Insured and the amount of the policy or policies committed for have been inserted in Schedule A by the Company.

All liability and obligation under this Commitment shall cease and terminate six (6) months after the Effective Date or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue the policy or policies is not the fault of the Company.

The Company will provide a sample of the policy form upon request.

This Commitment shall not be valid or binding until countersigned by an authorized officer of the Company or an agent of the Company.

IN WITNESS WHEREOF, Chicago Title Insurance Company has caused its corporate name and seal to be affixed by its duly authorized officers on the Effective Date shown in Schedule A.

117932FL 13-327-Premium
Stones & Cardenas, Attorneys at Law
221 Simonton Street
Kcy West, FL 33040
Tel: (305) 294-0252
Fax: (305) 292-5442

CHICAGO TITLE INSURANCE COMPANY



Handwritten signatures and initials of authorized officers

Countersigned: [Signature]
Authorized Signatory



## CONDITIONS

1. The term mortgage, when used herein, shall include deed of trust, trust deed, or other security instrument.
2. If the proposed Insured has or acquired actual knowledge of any defect, lien, encumbrance, adverse claim or other matter affecting the estate or interest or mortgage thereon covered by this Commitment other than those shown in Schedule B hereof, and shall fail to disclose such knowledge to the Company in writing, the Company shall be relieved from liability for any loss or damage resulting from any act of reliance hereon to the extent the Company is prejudiced by failure to so disclose such knowledge. If the proposed Insured shall disclose such knowledge to the Company, or if the Company otherwise acquires actual knowledge of any such defect, lien, encumbrance, adverse claim or other matter, the Company at its option may amend Schedule B of this Commitment accordingly, but such amendment shall not relieve the Company from liability previously incurred pursuant to paragraph 3 of these Conditions.
3. Liability of the Company under this Commitment shall be only to the named proposed Insured and such parties included under the definition of Insured in the form of policy or policies committed for and only for actual loss incurred in reliance hereon in undertaking in good faith (a) to comply with the requirements hereof, or (b) to eliminate exceptions shown in Schedule B, or (c) to acquire or create the estate or interest or mortgage thereon covered by this Commitment. In no event shall such liability exceed the amount stated in Schedule A for the policy or policies committed for and such liability is subject to the insuring provisions and Conditions and the Exclusions from Coverage of the form of policy or policies committed for in favor of the proposed Insured which are hereby incorporated by reference and are made a part of this Commitment except as expressly modified herein.
4. This Commitment is a contract to issue one or more title insurance policies and is not an abstract of title or a report of the condition of title. Any action or actions or rights of action that the proposed Insured may have or may bring against the Company whether or not based on negligence arising out of the status of the title to the estate or interest or the status of the mortgage thereon covered by this Commitment must be based on and are subject to the provisions of this Commitment.
5. The policy to be issued will contain the following arbitration clause: Unless prohibited by applicable law, arbitration pursuant to the Title Insurance Arbitration Rules of the American Arbitration Association may be demanded if agreed to by both the Company and the Insured at the time of the controversy or claim. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Insured arising out of or relating to this policy, and service of the Company in connection with its issuance or the breach of a policy provision or other obligation. Arbitration pursuant to this policy and under the Rules in effect on the date the demand for arbitration is made or, at the option of the Insured, the Rules in effect at Date of Policy shall be binding upon the parties. The award may include attorneys' fees only if the laws of the state in which the land is located permit a court to award attorneys' fees to a prevailing party. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court having jurisdiction thereof.

The law of the situs of the land shall apply to an arbitration under the Title Insurance Arbitration Rules.

A copy of the Rules may be obtained from the Company upon request.



# Chicago Title Insurance Company

## COMMITMENT Schedule A

Effective Date:  
November 5, 2013 @ 11:00 PM

Agent's File Reference:  
13-327-Premium

Premium  
\$ TBD

1. Policy or Policies to be issued: Proposed Amount of Insurance:
- OWNER'S: ALTA Owner's Policy (6/17/06). (With Florida Modifications) \$335,000.00
- Proposed Insured: Poinciana Partner, LLC, a Delaware limited liability company
- MORTGAGEE: ALTA Loan Policy (6/17/06). (With Florida Modifications) \$
- Proposed Insured:

2. The estate or interest in the land described or referred to in this Commitment is Fee Simple.
3. Title to the Fee Simple estate or interest in the land is at the Effective Date vested in:
- Premium Mortgage, Inc., a Florida corporation

4. The land referred to in this Commitment is described as follows:

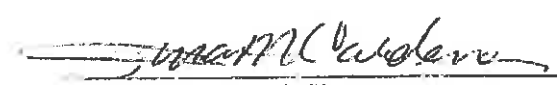
On the Island of Key West, and known on William A. Whitehead's map of said Island, delineated in February A.D. 1829, as a part of Lot Three (3) of Square Thirty-five (35), having a frontage on Eaton Street Fifty (50) feet, and a frontage on Elizabeth Street of Eighty-eight (88) feet; being the same land that was conveyed by Laura Johnson to Samuel B. Lowe, under date of January 24, A.D. 1866.

15951 SW 41st Street, Weston, Florida 33331

Issuing Agent:

Stones & Cardenas  
221 Simonton Street  
Key West, FL 33040

Agent No.:

  
Agent's Signature  
Susan Mary Cardenas  
Attorney at Law

# Chicago Title Insurance Company

## COMMITMENT Schedule B-I

Agent's File Reference:  
13-327-Premium

I. The following are the requirements to be complied with:

1. Payment of the full consideration to, or for the account of, the grantors or mortgagors.
2. Instruments creating the estate or interest to be insured which must be executed, delivered and filed for record:
  - A. Duly authorized Warranty Deed from Premium Mortgage Inc., to Poinciana Partners, LLC a Delaware limited liability company together with evidence satisfactory to the Company of the corporation's good standing under the laws of its domicile state and a satisfactory resolution from its Board of Directors specifying the officer who are authorized to execute said deed. As to Parcel A.
3. Proof of payment, satisfactory to the Company, of taxes for the year(s) 2013 in the gross amount of \$2629.80 under Tax Folio Number: 00006120-000000.
4. Record in the Public Records the Supplement to Final Judgment of Foreclosure filed under Case No. 10-CA-1593-K, Premium Mortgage Inc. -vs- Janice L. Isherwood as Trustee of the Theodore Ness Living Trust, et al. (Note: this can be found in the court case).
5. Proof of payment of service charges for water, sewer, waste and gas, if any, through the date of closing. NOTE: If this requirement is not met the following exception will appear on Schedule B:

Any lien provided for by Florida Statutes in favor of any city, town, village or port authority for unpaid service charges for service by any water, sewer, waste or gas system supplying the insured land or service facilities.

6. An Affidavit in form acceptable to Chicago Title Insurance Company ("Company") and executed by or on behalf of the current record owner(s) of the subject property stating that: (A) there are no parties in possession of the subject property other than said current record owner(s); (B) there are no encumbrances upon the subject property other than as may be set forth in this Commitment; (C) there are no unrecorded assessments which are due and payable and; (D) there have been no improvements made to or upon the subject property within the last ninety (90) day period for which there remain any outstanding and unpaid bills for labor, materials or supplies for which a lien or liens may be claimed must be furnished to the Company, or, in lieu thereof, an exception to those matters set forth in said Affidavit which are inconsistent with or deviate from the foregoing requirements will appear in the policy or policies to be issued pursuant to this Commitment.
7. Issuing agent must request from the Company (or perform themselves) an update and review of the foreclosure docket for the proceeding filed under Case No. 10-CA-1593-K, in the Circuit Court of the 16th Judicial Circuit, Monroe County, Florida, between the effective date of this report and the day of closing, to verify that no appeal or motion to vacate or set aside the proceedings has been filed.

The company reserves the right to make changes or revisions if any new documents are found.

8. Expiration of the appeal period for Case No: 10-CA-1593-K, Premium Mortgage, Inc. vs. Janice L. Isherwood et al.
9. Note: Because the contemplated transaction involves an all-cash closing, the Company has not performed searches on the names of the purchasers/proposed insured. If the Company is asked to insure a Mortgage from said purchasers, we will require notification of same and we reserve the right to make additional requirements and/or exceptions which we may deem necessary after conducting name searches on the purchasers.

# Chicago Title Insurance Company

## COMMITMENT Schedule B-II

Agent's File Reference:  
13-327-Premium

- II. Schedule B of the policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of Chicago Title Insurance Company:
1. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the Public Records or attaching subsequent to the Effective Date hereof but prior to the date the Proposed Insured acquires for value of record the estate or interest or Mortgage thereon covered by this Commitment.
  2.
    - a. General or special taxes and assessments required to be paid in the year 2014 and subsequent years.
    - b. Rights or claims of parties in possession not recorded in the Public Records.
    - c. Any encroachment, encumbrance, violation, variation, or adverse circumstance that would be disclosed by an inspection or an accurate and complete land survey of the Land and inspection of the Land.
    - d. Easements, or claims of easements, not recorded in the Public Records.
    - e. Any lien, or right to a lien, for services, labor, or material furnished, imposed by law and not recorded in the Public Records.
  3. Any Owner's Policy issued pursuant hereto will contain under Schedule B the following exception: *Any adverse ownership claim by the State of Florida by right of sovereignty to any portion of the Land insured hereunder, including submerged, filled and artificially exposed lands, and lands accreted to such lands.*
  4. Any lien provided by County Ordinance or by Chapter 159, Florida Statutes, in favor of any city, town, village or port authority for unpaid service charges for service by any water, sewer or gas system supplying the insured land.
  5. City of Key West Area of Critical State Concern, Rule 27F-15 of the Florida Administrative Code, adopted by the Administration Commission pursuant to Section 380.05, F.S., on February 7, 1984, effective February 28, 1984, recorded in Official Records Book 906, Page 200.
  6. Subject to Restrictions imposed on property lying within the Historical Preservation Area of the City of Key West. Subject premises are within this area.
  7. Subject to Code of Ordinances of the City of Key West, Section 74, which provides for the assessment and collection of sewer charges.
  8. The effect of municipal zoning ordinances and the results of the exercises of governmental police powers of the City of Key West.
  9. The Theodore Ness Living Trust dated March 1, 1996, filed Feb. 8, 2001, and recorded in Official Records Book 1675, Page 507 of the Public Records.
  10. Title to or interest in personal property is neither guaranteed nor insured.
  11. NOTE: The Company reserves the right to make further requirements and/or exceptions upon its review of the proposed documents creating the estate or interest to be insured or otherwise ascertaining details of the transaction.

NOTE: If the proceeds of the loan to be secured by the insured mortgage are deposited with the Company or its authorized agent, Item 1 above shall be deemed deleted as of the time such funds are disbursed to or for the account of the borrower. Neither the Company nor its agent shall, however, be under any duty to disburse any sum except upon a determination that no such adverse intervening matters have appeared of record or occurred.

NOTE: All recording references in this commitment/policy shall refer to the public records of Monroe County, Florida, unless otherwise noted.

NOTE: In accordance with Florida Statutes section 627.4131, please be advised that the insured hereunder may present inquiries, obtain information about coverage, or receive assistance in resolving complaints, by contacting



**Chicago Title Insurance Company**  
*COMMITMENT*  
**Schedule B-II (Continued)**

Agent's File Reference:  
13-327-Premium

Chicago Title Insurance Company, 15951 SW 41st Street , Suite 800, Weston, FL 33331; Telephone 954-217-1744.

TITLE INFORMATION BRINGDOWN

File No.: 4457405  
Customer Reference:

December 4, 2013

Stones & Cardenas, Attorneys at Law  
221 Simonton Street,  
Key West, FL 33040

Re: Monroe County, Florida  
Buyer: Michael J. Downer and Jessica B. Johnson  
Seller: Premlum Mortgage Inc., by virtue of Certificate of Sale recorded in Official  
Records Book 2632, Page 343 of the Public Records - As to Parcel A  
Helrs at Law of decedant Theodore Ness - As to Parcel B

Pursuant to your request, the Company has caused a search to be made of the Public  
Records of Monroe County, Florida, solely as revealed by its title plant indices, from  
09/30/2013 at 11:00 PM through 11/05/2013 at 11:00 PM and said search reveals that the  
following documents have been recorded during said period:

Certificate of Title recorded November 1, 2013 in Official Records Book 2657, Page 269.

CAUTION: A determination of the validity and effect of any instrument listed above must be  
made before any commitment, policy, or endorsement is issued in reliance thereon.

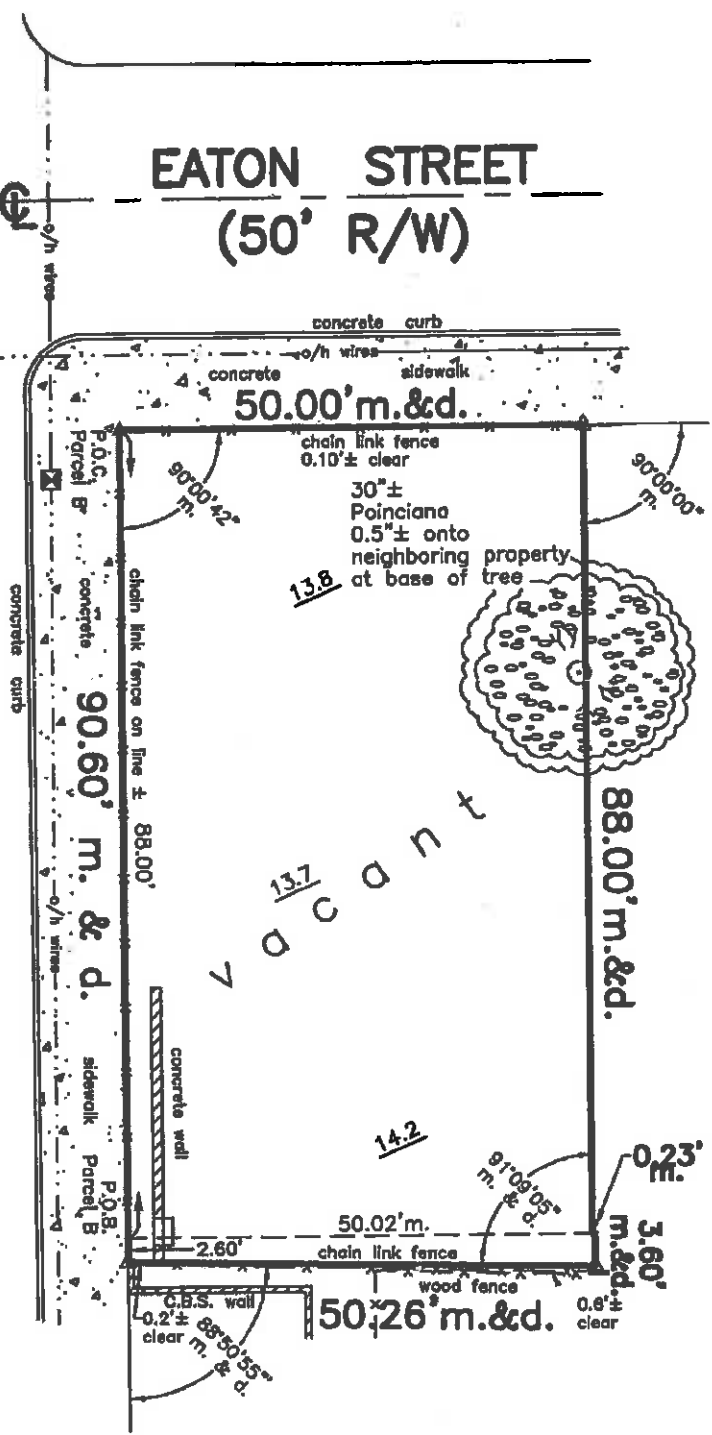
Chicago Title Insurance Company

# Survey



**EATON STREET**  
(50' R/W)

**ELIZABETH STREET**  
(50' R/W)



Michael J. Downer and Jessica B Johnson  
700 Eaton Street, Key West, Fl. 33040

**BOUNDARY SURVEY**

Dwg. No.  
**13-439**

Scale 1" = 20'

Ref.  
213-31  
File

Flood Panel No. 1516 K

Flood Zone X

Dwn. By F.H.H.

Flood Elev. -

Date: 12/11/13

REVISIONS AND/OR ADDITIONS

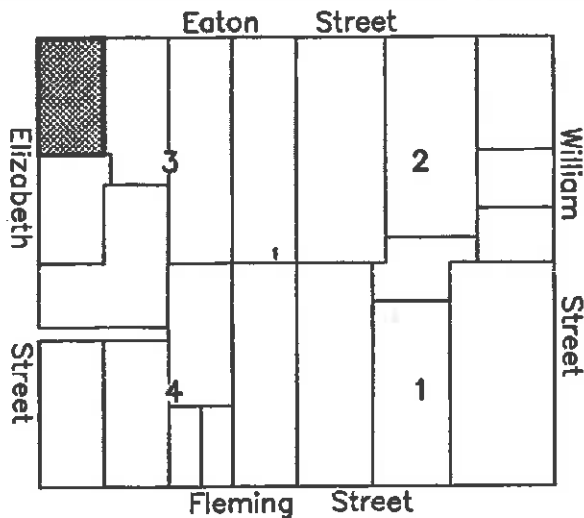


**ISLAND SURVEYING INC.**

ENGINEERS PLANNERS SURVEYORS

3152 Northside Drive  
Suite 201  
Key West, Fl. 33040

(305) 293-0466  
Fax. (305) 293-0237  
fhildeb1@bellsouth.net  
L.B. No. 7700



**LOCATION MAP**  
Square 31, City of Key West

**SURVEYOR'S NOTES:**

North arrow based on assumed median  
Reference Bearing: R/W Eaton Street  
3.4 denotes existing elevation  
Elevations based on N.G.V.D. 1929 Datum  
Bench Mark No.: Basic Elevation: 14.324  
Title search has not been performed for  
said or surrounding properties

**MONUMENTATION:**

- ⊕ = set 1/2" Iron Bar, P.L.S. No. 2749
- △ = set P.K. Nail, P.L.S. No. 2749
- ▲ = found P.K. nail
- = found 1/2" I.B.

**CERTIFICATION MADE TO:**

Michael J. Downer and Jessica B. Johnson;  
Stones & Cardenas;  
Chicago Title Insurance Company

**PARCEL A**

On the Island of Key West, and known on William A. Whitehead's map of said Island, delineated in February A.D. 1829, as part of Lot Three (3) of Square Thirty-five (35), having a frontage on Eaton Street Fifty (50) feet, and a frontage on Elizabeth Street of Eighty-eight (88) feet: being the same land that was conveyed by Laura Johnson to Samuel B. Lowe, under date of January 24, A.D. 1866.

**PARCEL B**

A parcel of land in a part of Lot 3, Square 35 in the City of Key West, Florida, according to William A. Whitehead's map of the Island of the City of Key West, Florida, and being more particularly described by metes and bounds as follows: Commencing at the intersection of the Southeasterly property line of Eaton Street and the Northeasterly property line of Elizabeth Street, bear Southeasterly along the Northeasterly property line of Elizabeth Street for a distance of 88.0 feet to the Point of Beginning of the parcel of land hereinafter described; from said Point of Beginning, continue bearing Southeasterly along the Northeasterly property line of Elizabeth Street for a distance of 2.60 feet to a point; thence with a deflected angle to the left of 88°50'55" and Northeasterly for a distance of 50.26 feet to a point; thence with a deflected angle to the left of 91°09'05" and in a Northwesterly direction for a distance of 3.60 feet to a point; thence at a right angle and in a Southwesterly direction for a distance of 50.25 feet, back to the Point of Beginning.

**Abbreviations:**

- |                         |                                 |                                |
|-------------------------|---------------------------------|--------------------------------|
| Sty. = Story            | B.M. = Bench Mark               | I.P. = Iron Pipe               |
| R/W = Right-of-Way      | P.O.C. = Point of Commence      | I.B. = Iron Bar                |
| fd. = Found             | P.O.B. = Point of Beginning     | C.B. = Concrete Block          |
| p. = Plat               | P.B. = Plat Book                | C.B.S. = Concrete Block Stucco |
| m. = Measured           | pg. = page                      | cov'd. = Covered               |
| d. = Deed               | o/h = Overhead                  | w.m. = Water Meter             |
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| N.T.S. = Not to Scale   | ☒ = Concrete Utility Pole       | Pl. = Planter                  |
| ⊕ = Centerline          | ⊙ = Wood utility Pole           | A/C = Air Conditioner          |
| Elev. = Elevation       | conc. = concrete                |                                |

Field Work performed on: 12/10/13

**CERTIFICATION:**

I HEREBY CERTIFY that the attached Boundary Survey is true and correct to the best of my knowledge and belief; that it meets the minimum technical standards adopted by the Florida Board of Land Surveyors, Chapter 5J-17 Florida Statute Section 472.027, and the American Land Title Association, and that there are no visible encroachments unless shown hereon.

FREDERICK H. HILDEBRANDT  
Professional Land Surveyor & Mapper No. 2749  
Professional Engineer No. 36810  
State of Florida

NOT VALID UNLESS EMBOSSED WITH RAISED SEAL & SIGNATURE

# Site Plans

# COMMERCIAL & RESIDENTIAL MIXED USE DEVELOPMENT

700 EATON STREET, KEY WEST, FLORIDA 33040

## MINOR DEVELOPMENT APPLICATION

SEPTEMBER 29, 2015

### PROJECT TEAM

OWNER / DEVELOPER:

Poinciana Partners, LLC  
601 Amalfi Drive  
Pacific Palisades, California 90272  
Michael J. Downer

ARCHITECT:

k2m Design, Inc.  
1001 Whitehead Street, Suite 101  
Key West, Florida 33040  
305.292.7722

ENGINEER:

k2m Design, Inc.  
1001 Whitehead Street, Suite 101  
Key West, Florida 33040  
305.292.7722  
Steven Grasley, P.E.

SURVEYOR:

Island Surveying Inc.  
3152 Northside Drive, Suite 201  
Key West, Florida 33040  
305.292.7722  
Frederick H. Hildebrandt

### DRAWING INDEX

GENERAL

G0.1.1 COVER SHEET

ARCHITECTURE

AE1.1.1 SURVEY  
A1.1.1 SITE PLAN  
A1.1.2 SITE KEY DIAGRAMS  
A2.1.1 FIRST AND SECOND FLOOR PLAN  
A2.1.2 THIRD FLOOR AND ROOF PLAN  
A3.1.1 EXTERIOR ELEVATIONS  
A3.1.2 EXTERIOR ELEVATIONS

CIVIL

C1.1.1 CIVIL SITE PLAN

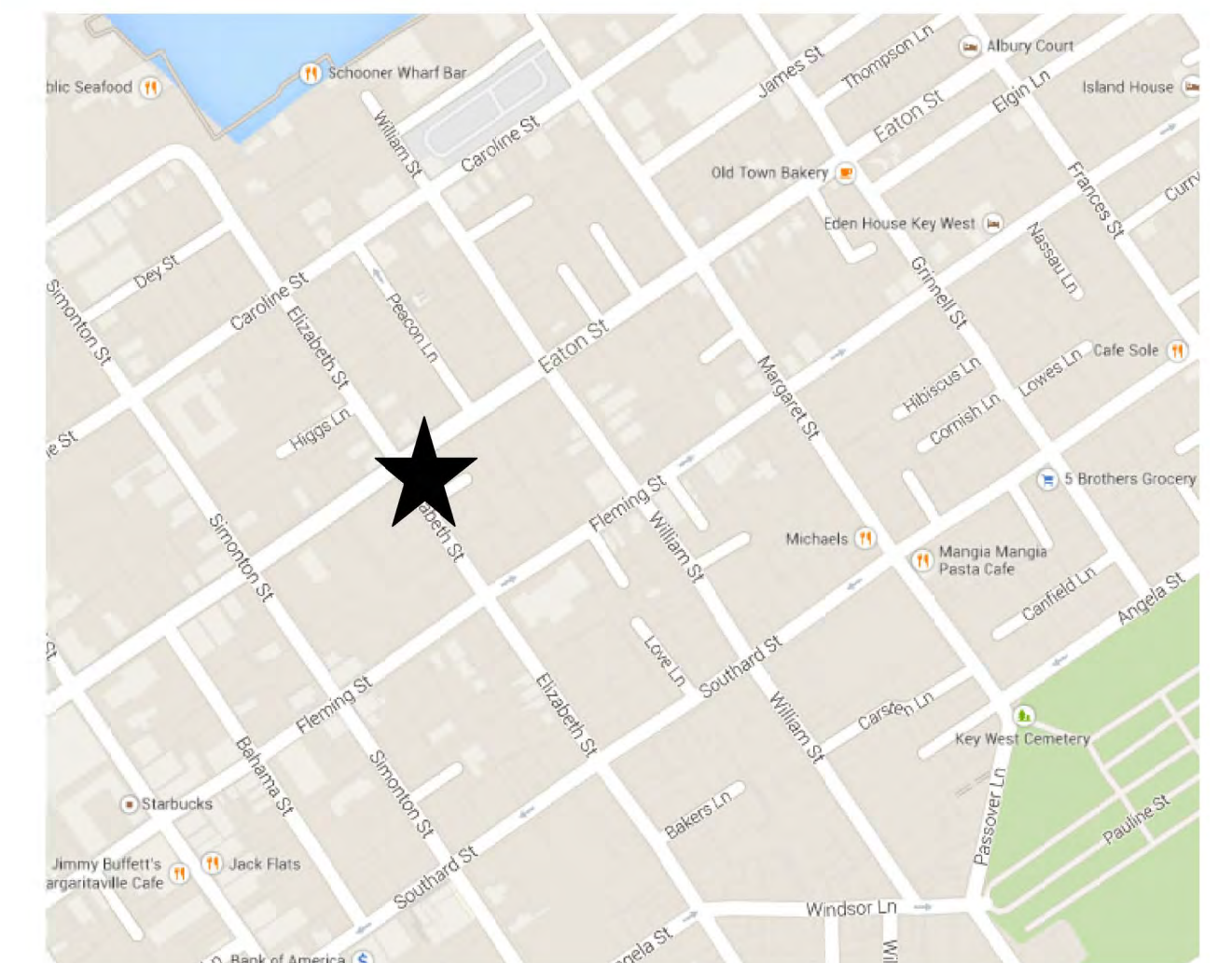
LANDSCAPE

L1 LANDSCAPE PLAN

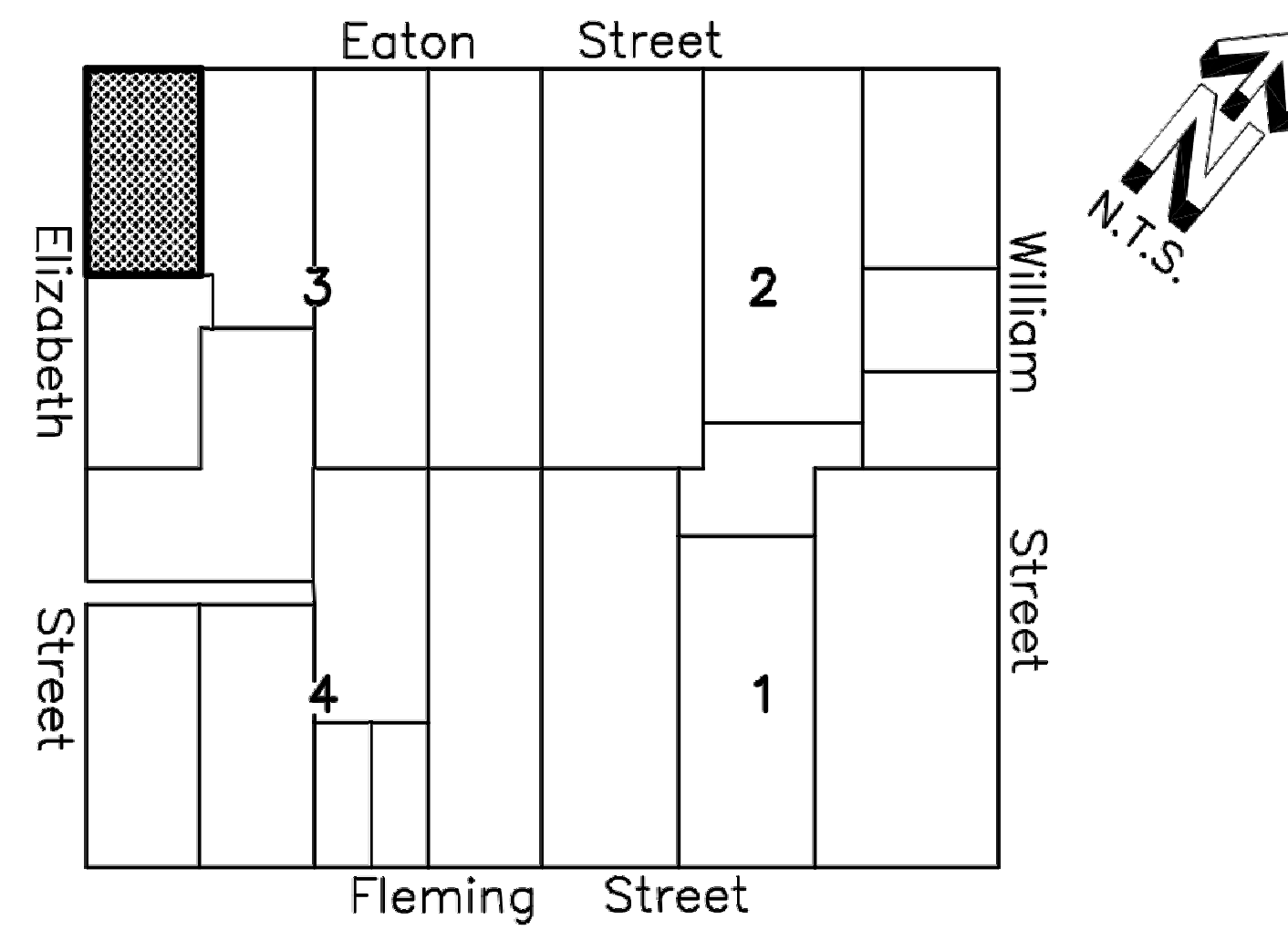
LIFE SAFETY

ALS2.1.0 LIFE SAFETY NOTES  
ALS2.1.1 FIRST AND SECOND FLOOR LIFE SAFETY PLAN  
ALS2.1.2 THIRD FLOOR LIFE SAFETY PLAN

### PROJECT LOCATION







**LOCATION MAP**  
Square 31, City of Key West

**PARCEL A**

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FREDERICK H. HILDEBRANDT  
Professional Land Surveyor & Mapper No. 2749  
Professional Engineer No. 36810  
State of Florida

NOT VALID UNLESS EMBOSSED WITH RAISED SEAL & SIGNATURE

**SURVEYOR'S NOTES:**

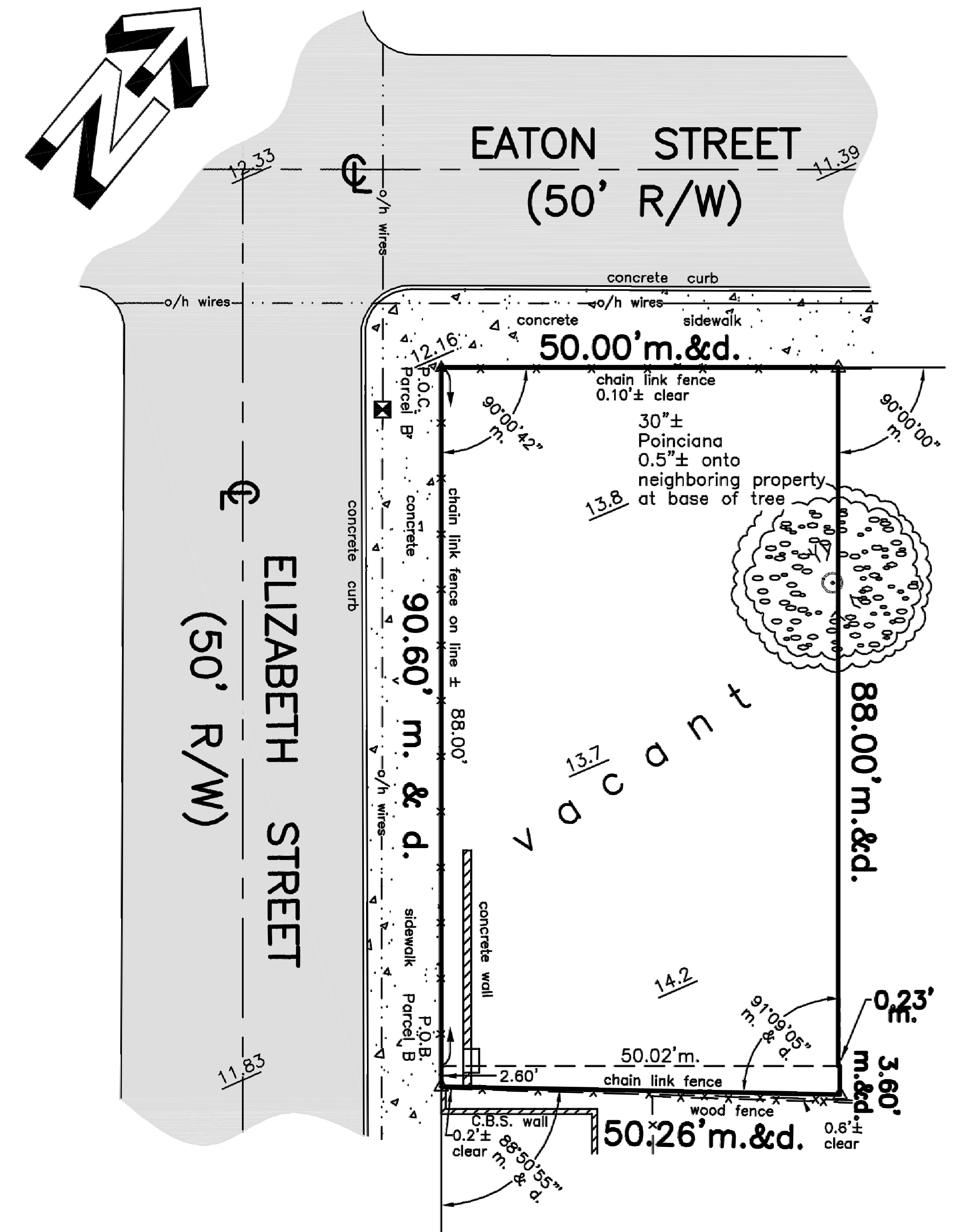
North arrow based on assumed median  
Reference Bearing: R/W Eaton Street  
3.4 denotes existing elevation  
Elevations based on N.G.V.D. 1929 Datum  
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Title search has not been performed for said or surrounding properties

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- △ = set P.K. Nail, P.L.S. No. 2749
- ▲ = found P.K. nail
- = found 1/2" I.B.

**CERTIFICATION MADE TO:**

Michael J. Downer and Jessica B. Johnson;  
Stones & Cardenas;  
Chicago Title Insurance Company



Michael J. Downer and Jessica B Johnson 700 Eaton Street, Key West, Fl. 33040			
<b>BOUNDARY SURVEY</b>		Dwg. No. <b>13-439</b>	
Scale 1" = 20'	Ref. 213-31 File	Flood Panel No. 1516 K	Dwn. By F.H.H.
Date: 12/11/13		Flood Zone X	Flood Elev. -
REVISIONS AND/OR ADDITIONS			
3/27/15: Additional grades			
fred\drawings\keywest\block30\700eaton			

**ISLAND SURVEYING INC.**  
ENGINEERS PLANNERS SURVEYORS

3152 Northside Drive  
Suite 201  
Key West, Fl. 33040

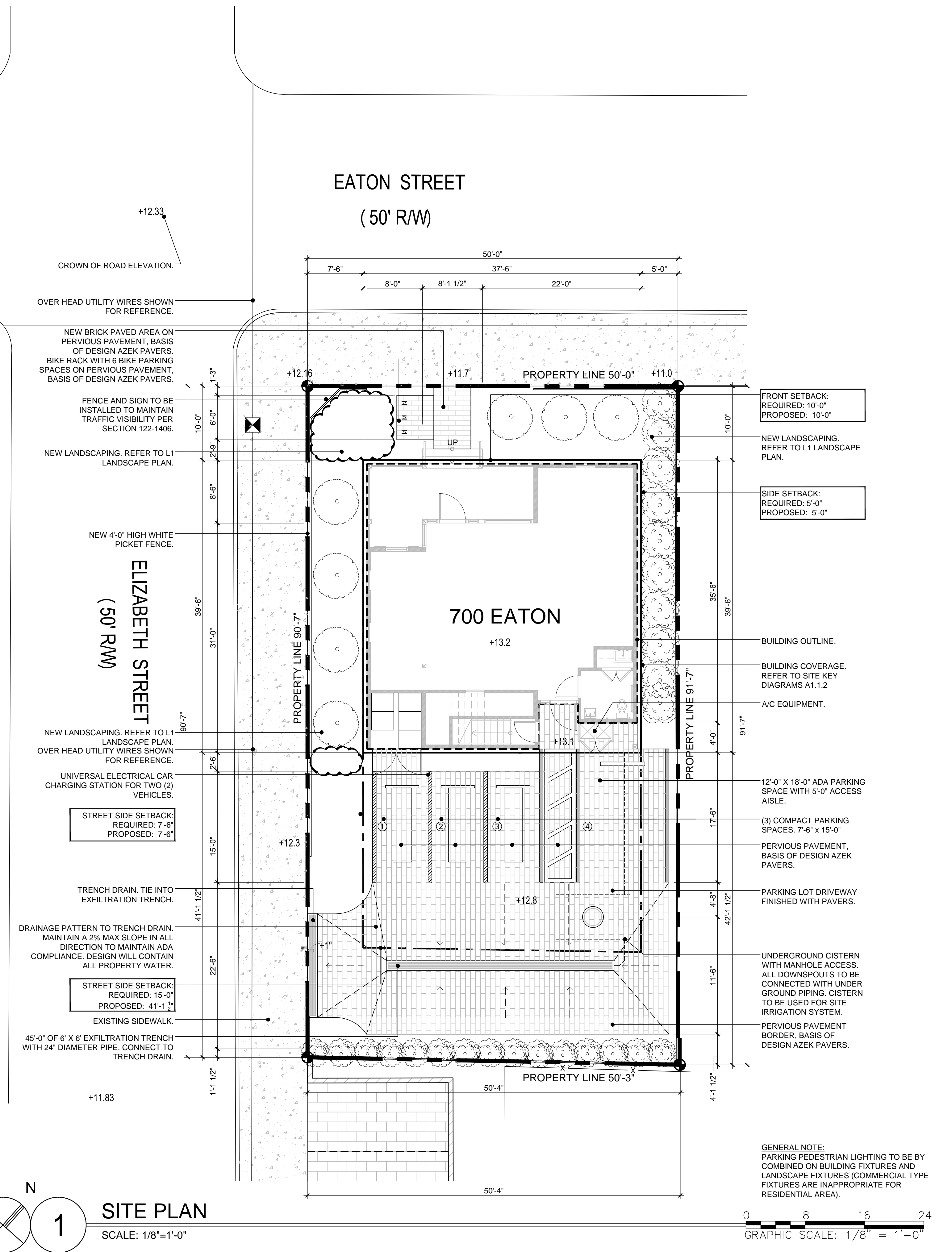
(305) 293-0466  
Fax. (305) 293-0237  
fhldeb1@bellsouth.net  
L.B. No. 7700



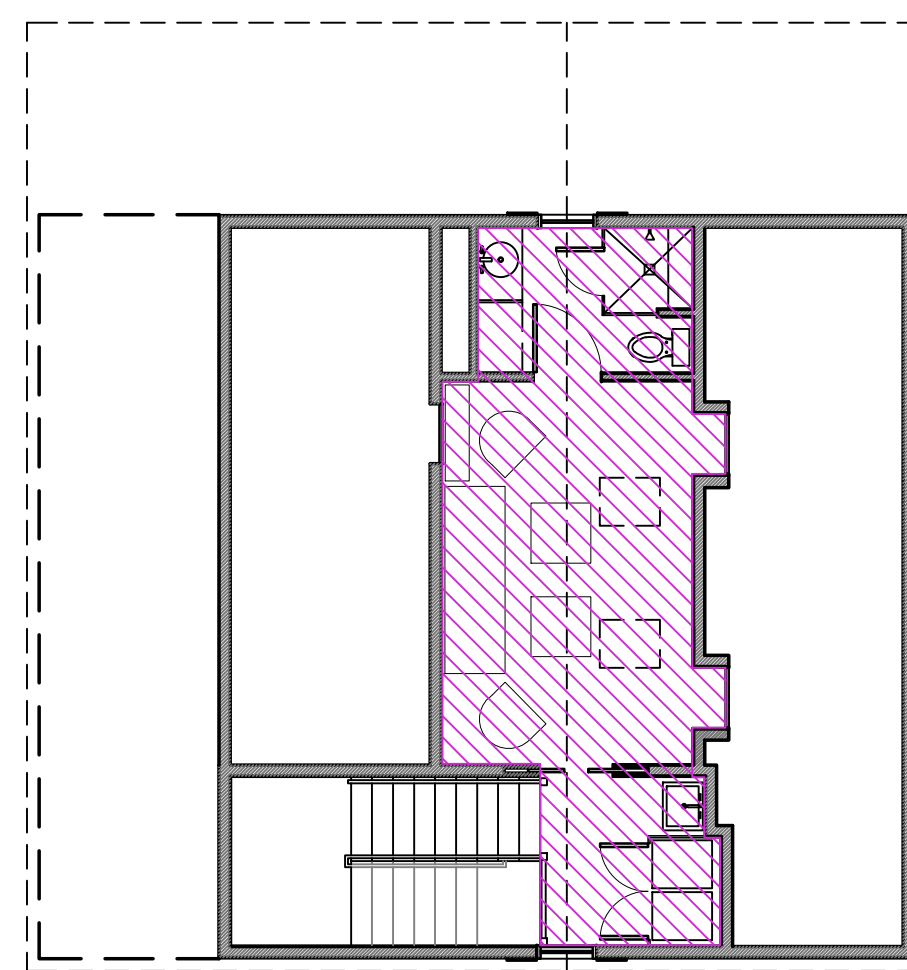
SITE DATA TABLE				
700 Eaton Street				
	CODE REQUIREMENT	EXISTING	PROPOSED	VARIANCE REQUESTED
VACANT LOT				
Historic Neighborhood Commercial District (HNC-2)				
ZONING	ZONE X			
FLOOD ZONE	ZONE X			
SIZE OF SITE	4,000 SF MIN	4,557.0 SF (0.105 Acre)	4,557.0 SF (0.105 Acre)	NONE
MINIMUM LOT WIDTH	40'-0"	50'-0"	50'-0"	NONE
MINIMUM LOT DEPTH	100'-0"	90'-7"	90'-7"	NONE
HEIGHT	30'-0"	N/A	30'-0"	NONE
SETBACK 1: FRONT	10'-0"	N/A	10'-0"	NONE
SETBACK 2: SIDE	5'-0"	N/A	5'-0"	NONE
SETBACK 3: STREET SIDE	7'-6"	N/A	7'-6"	NONE
SETBACK 4: REAR	15'-0"	N/A	41'-1 1/2"	NONE
FLOOR AREA RATIO	1.0 MAX	N/A	0.53	NONE
COMMERCIAL	N/A	N/A	0.19 (899.94 sq. ft.)	
RESIDENTIAL	N/A	N/A	0.31 (1,410.04 sq. ft.)	
BUILDING COVERAGE	40% MAX	0% (0.0)	30.84% (1,405.26 SQ. FT.)	NONE
IMPERVIOUS SURFACE	60% MAX	0% (0.0)	59.46% (2,709.39 SQ. FT.)	NONE
OPEN SPACE LANDSCAPING	29.16% MIN	100% (4,557.0)	31.75% (1,446.71 SQ. FT.)	NONE
DENSITY	1.38 DU per ACRE	N/A	1 R MARKET	NONE
<b>PARKING</b>				
CAR (STANDARD)	0	0	0	
CAR (COMPACT)	3	0	3	
CAR (ADA)	1	0	1	
CAR (ELECTRIC)	0	0	0	
CAR TOTAL	1 R + 3C = 4	0	1 R + 3C = 4	NONE
BICYCLE	2	0	6	4 ADDITIONAL BIKES PROVIDED
SCOOTER	0	0	0	
<b>FLOOR AREA</b>				
FIRST FLOOR (COMMERCIAL)		N/A	899.94 SQ. FT.	
SECOND FLOOR (RESIDENTIAL)		N/A	1,125.92 SQ. FT.	
THIRD FLOOR (RESIDENTIAL)		N/A	284.12 SQ. FT.	
FLOOR AREA TOTAL		N/A	2,309.98 SQ. FT.	

	REQUIRED %	REQUIRED SF	PROPOSED %	PROPOSED SF
IMPERVIOUS	60% MAXIMUM	2,734.20 SF MAX	59.46%	2,709.39 SF
OPEN SPACE	SEE CALCULATION BELOW	1,328.64 SF	31.75%	1,446.71 SF
BUILDING COVERAGE	40% MAX	1,822.80 SF MAX	30.84%	1,405.26 SF

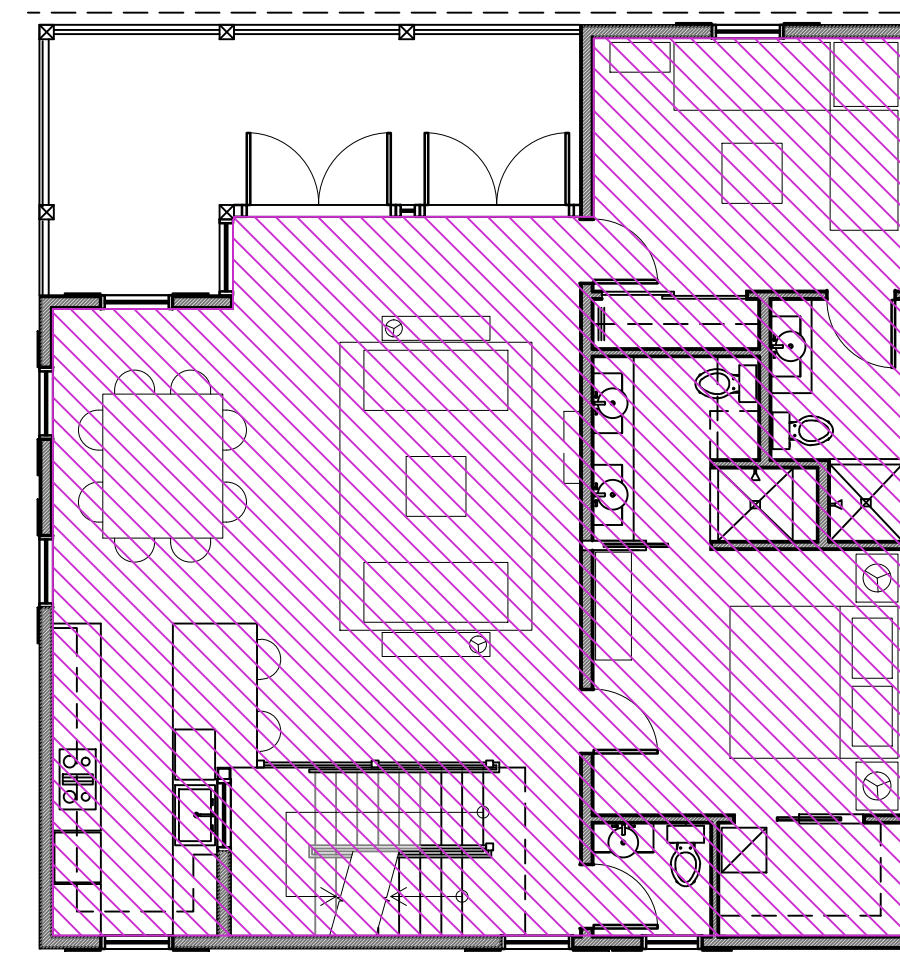
REQUIRED OPEN SPACE CALCULATION (35% RESIDENTIAL / 20% COMMERCIAL)		
		% OF TOTAL FLOOR AREA
COMMERCIAL FLOOR AREA =	899.94 SF	38.96%
RESIDENTIAL FLOOR AREA =	1,410.04 SF	61.04%
TOTAL FLOOR AREA =	2,309.98 SF	
Total Lot sq. ft. x % Commercial	4,557 SF x .3896 (.20) =	355.08 SF
Total Lot sq. ft. x % Residential	4,557 SF x .6104 (.35) =	973.56 SF
TOTAL OPEN SPACE REQUIREMENT		1,328.64 SF



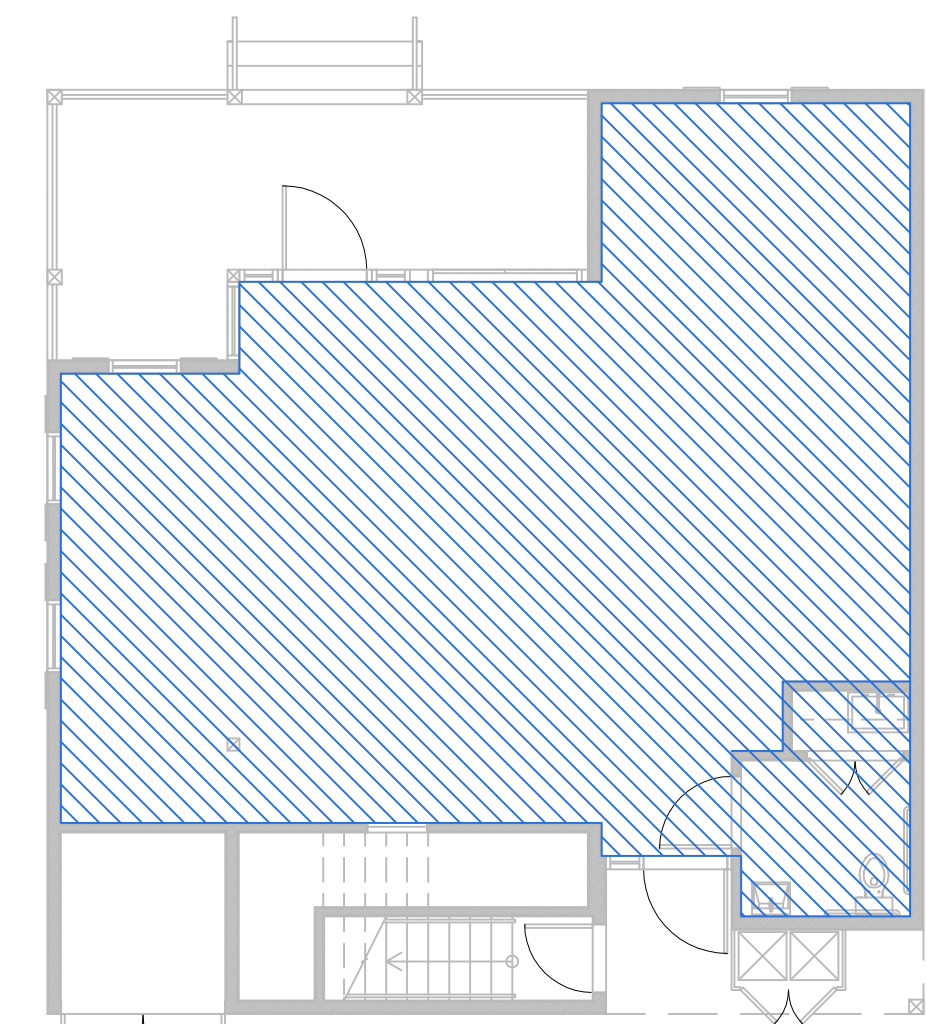




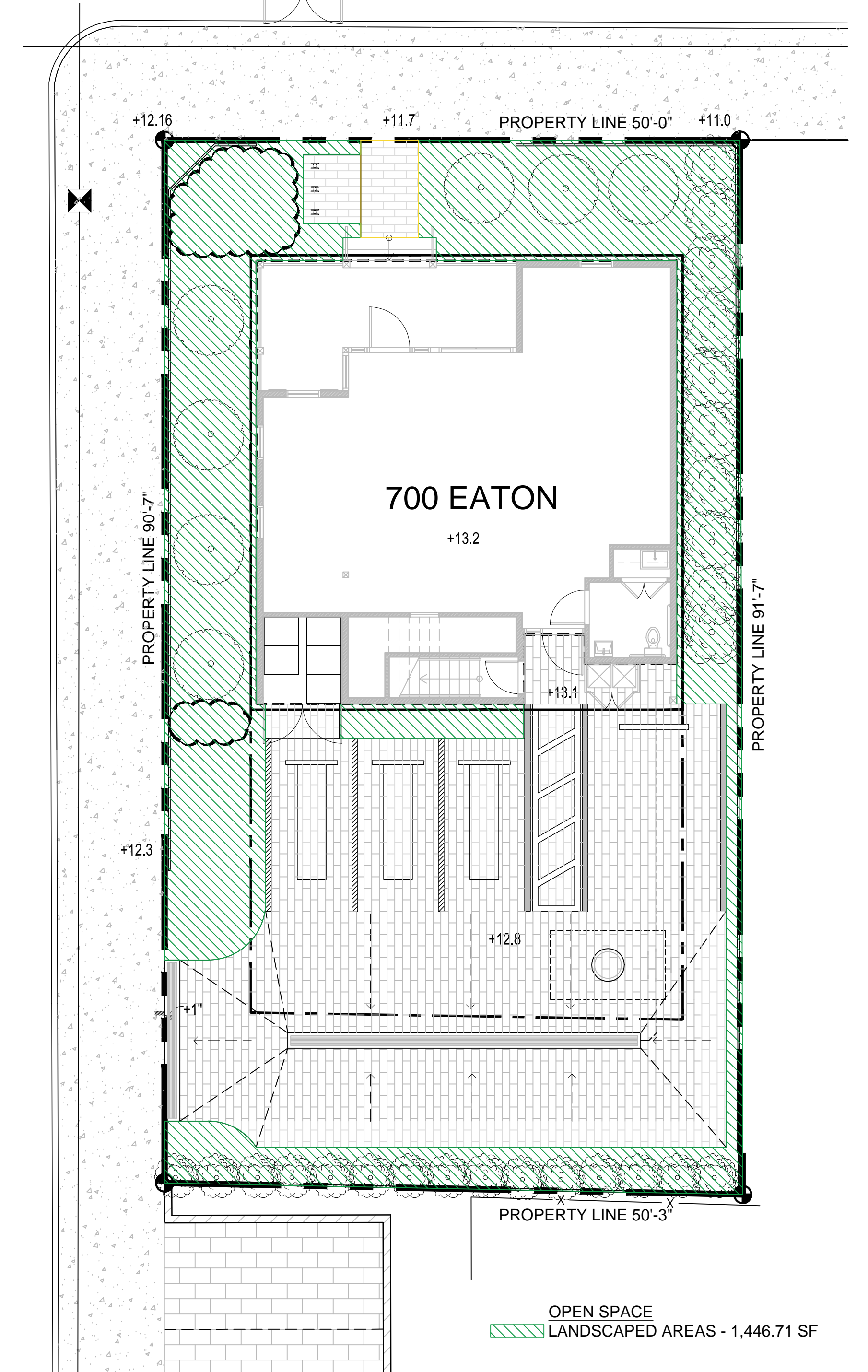
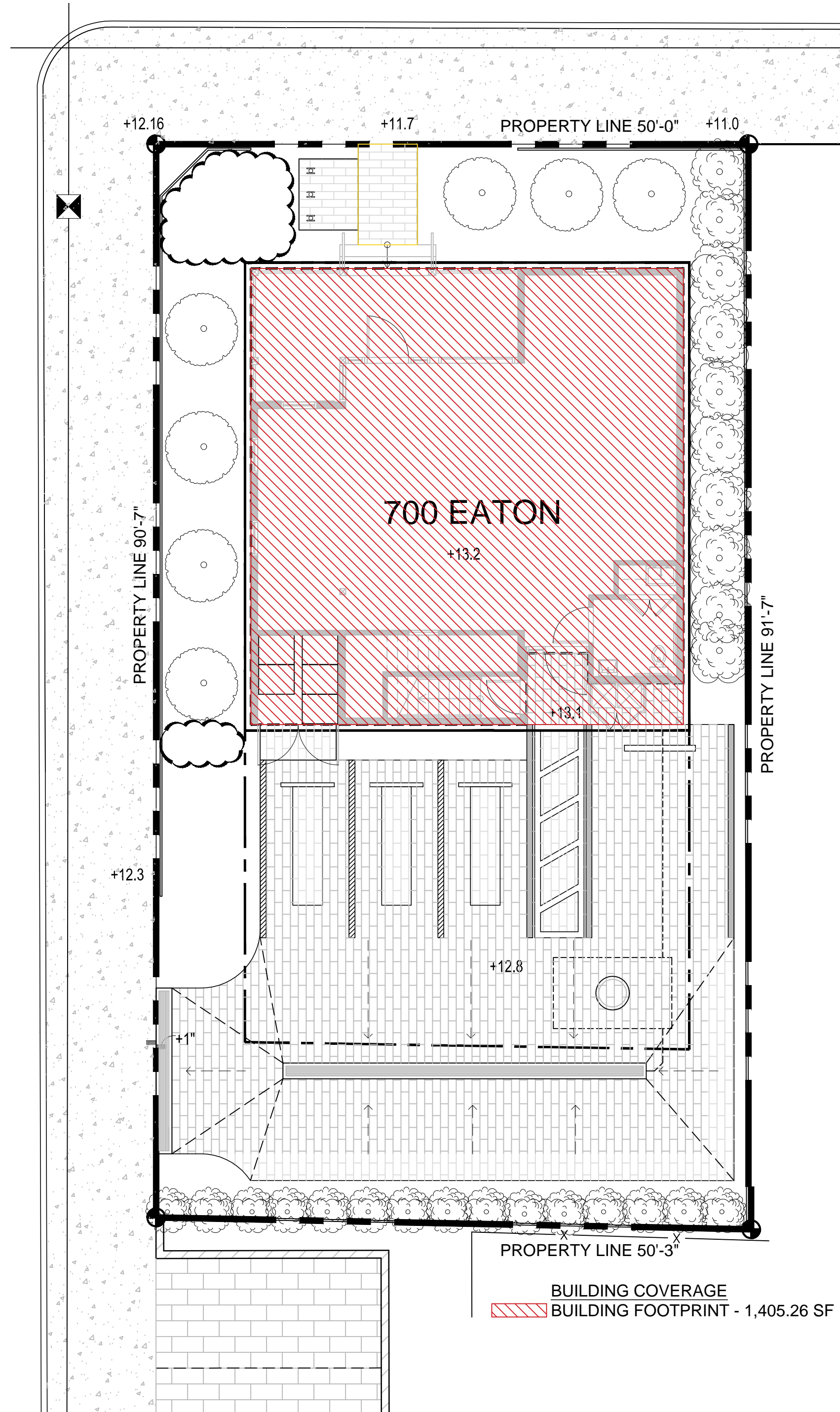
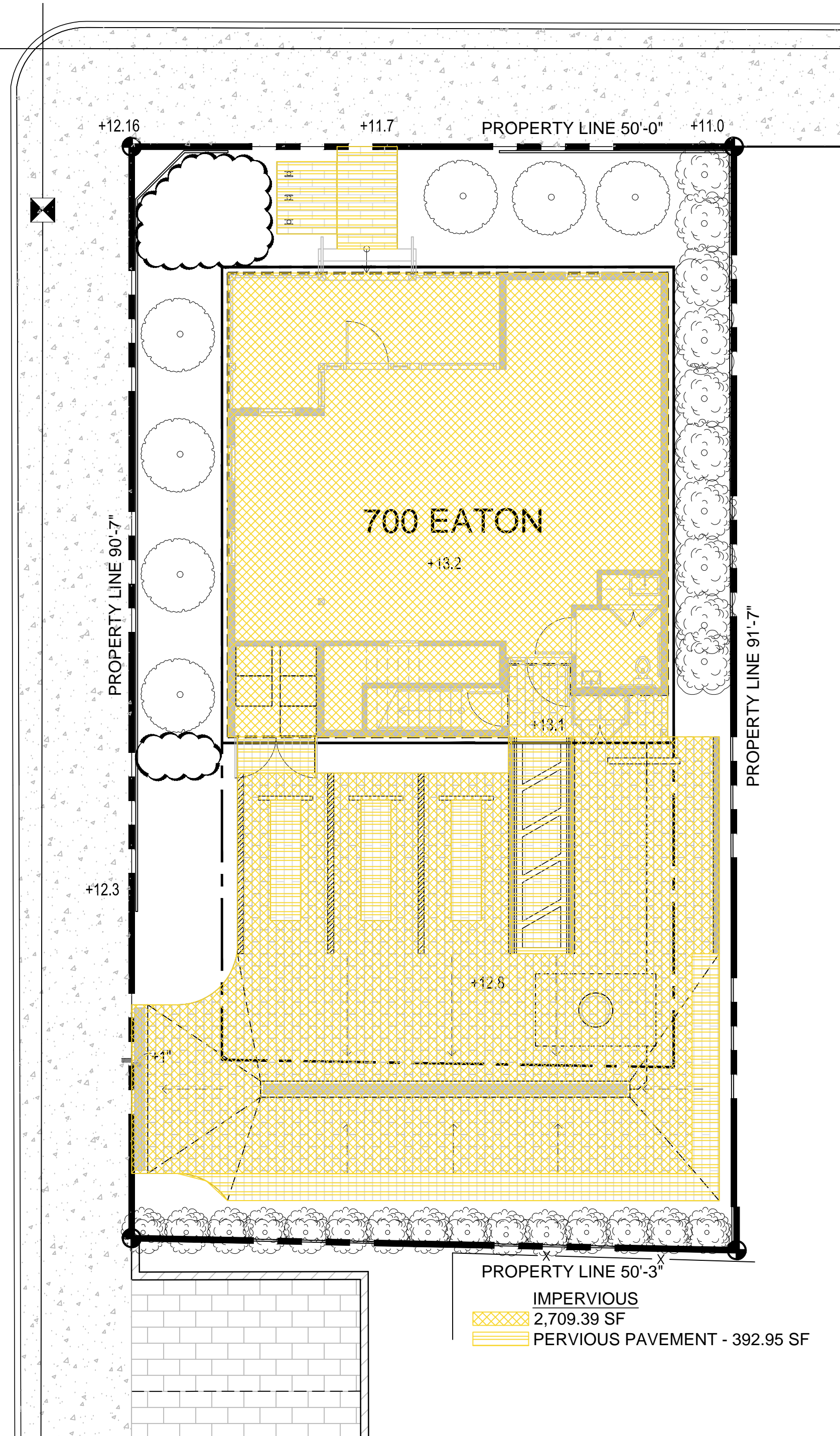
THIRD FLOOR  
FLOOR AREA - RESIDENTIAL  
284.12 SF



SECOND FLOOR  
FLOOR AREA - RESIDENTIAL  
1,125.92 SF



FIRST FLOOR  
FLOOR AREA - COMMERCIAL  
899.94 SF



N  
1 SITE KEY DIAGRAMS  
SCALE: 1/8"=1'-0"

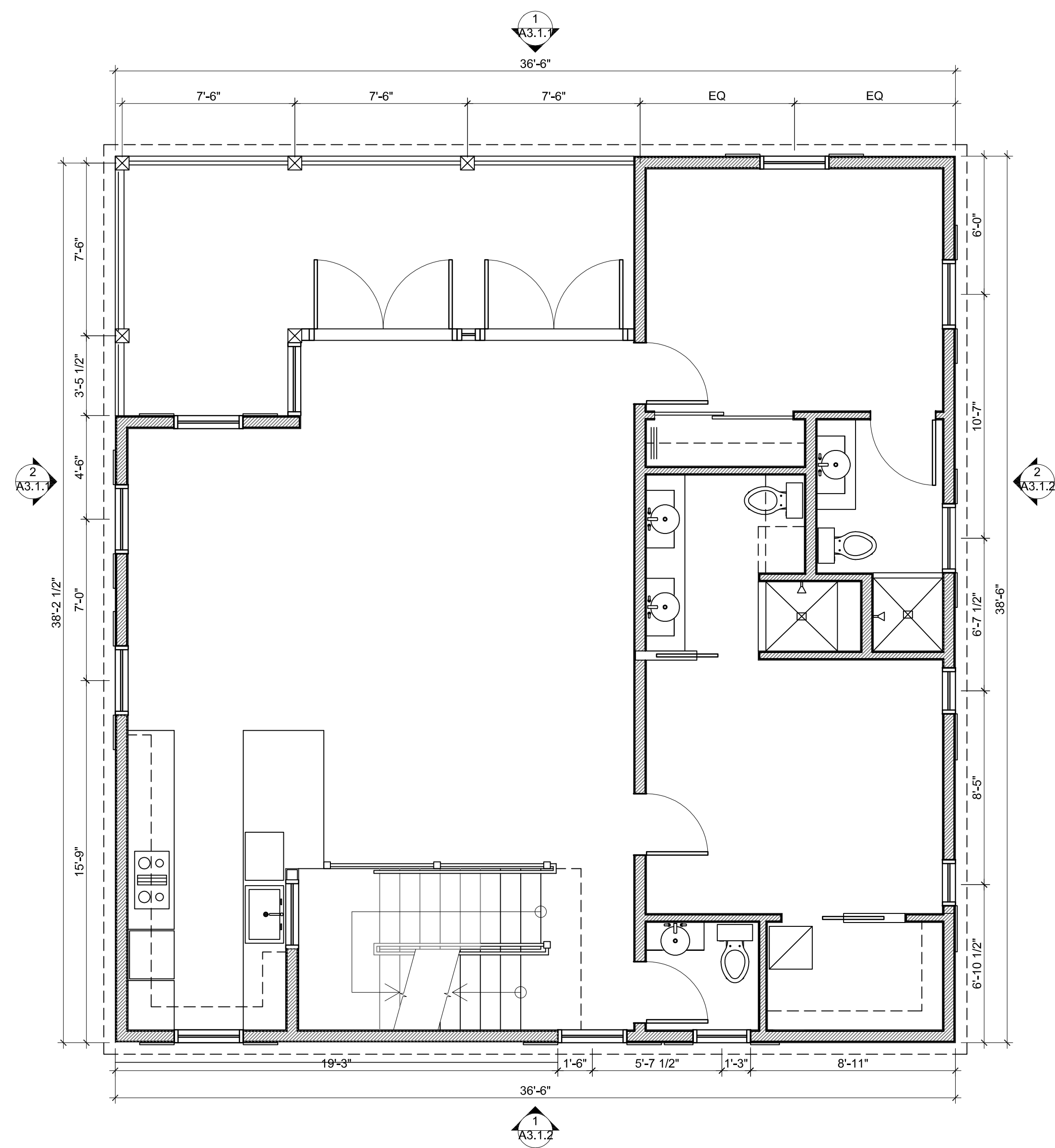
MIXED USE DEVELOPMENT

700 EATON STREET, KEY WEST, FL 33040

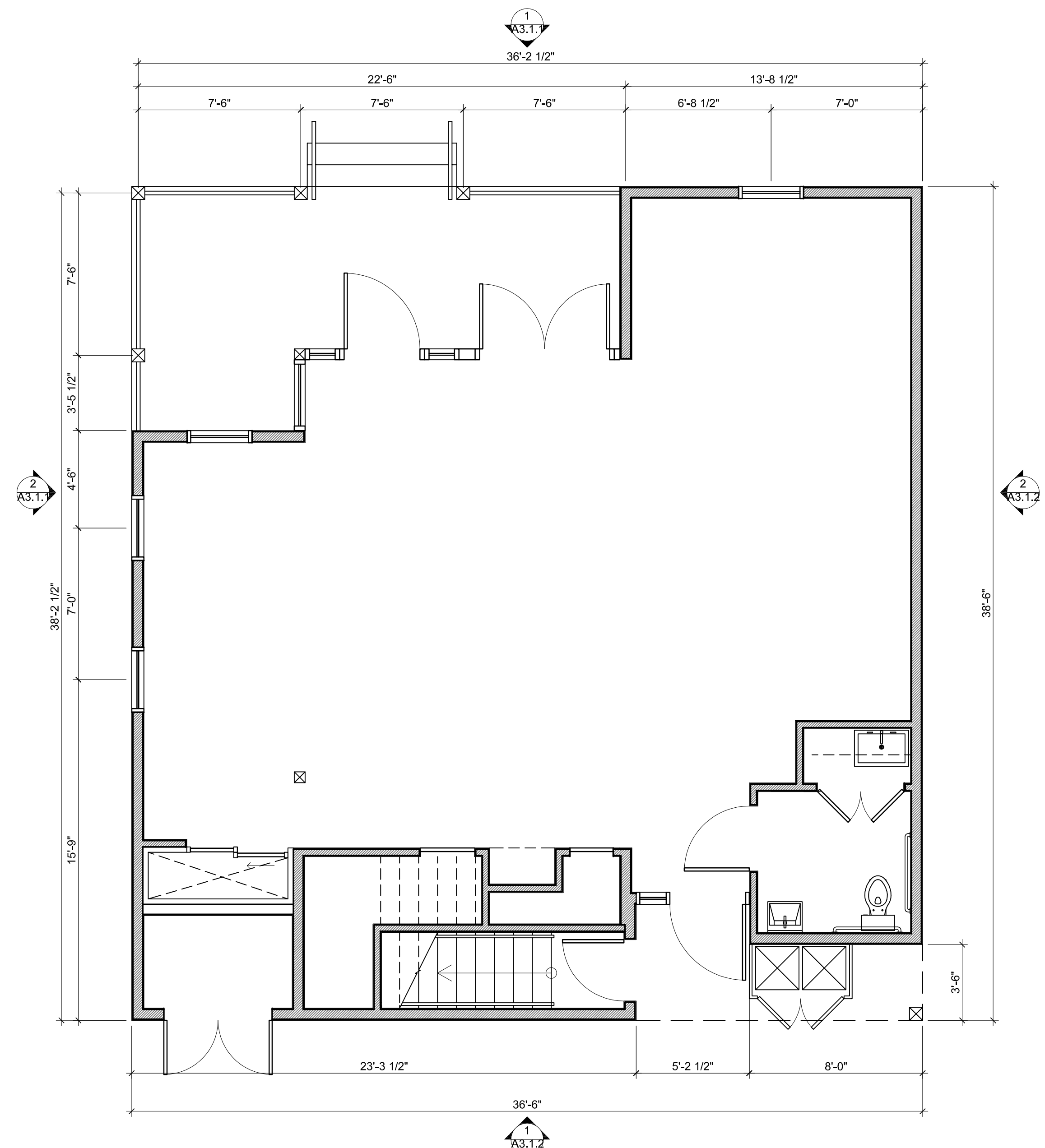
COMMERCIAL & RESIDENTIAL USE NEW CONSTRUCTION

DATE: SEPTEMBER 29, 2015

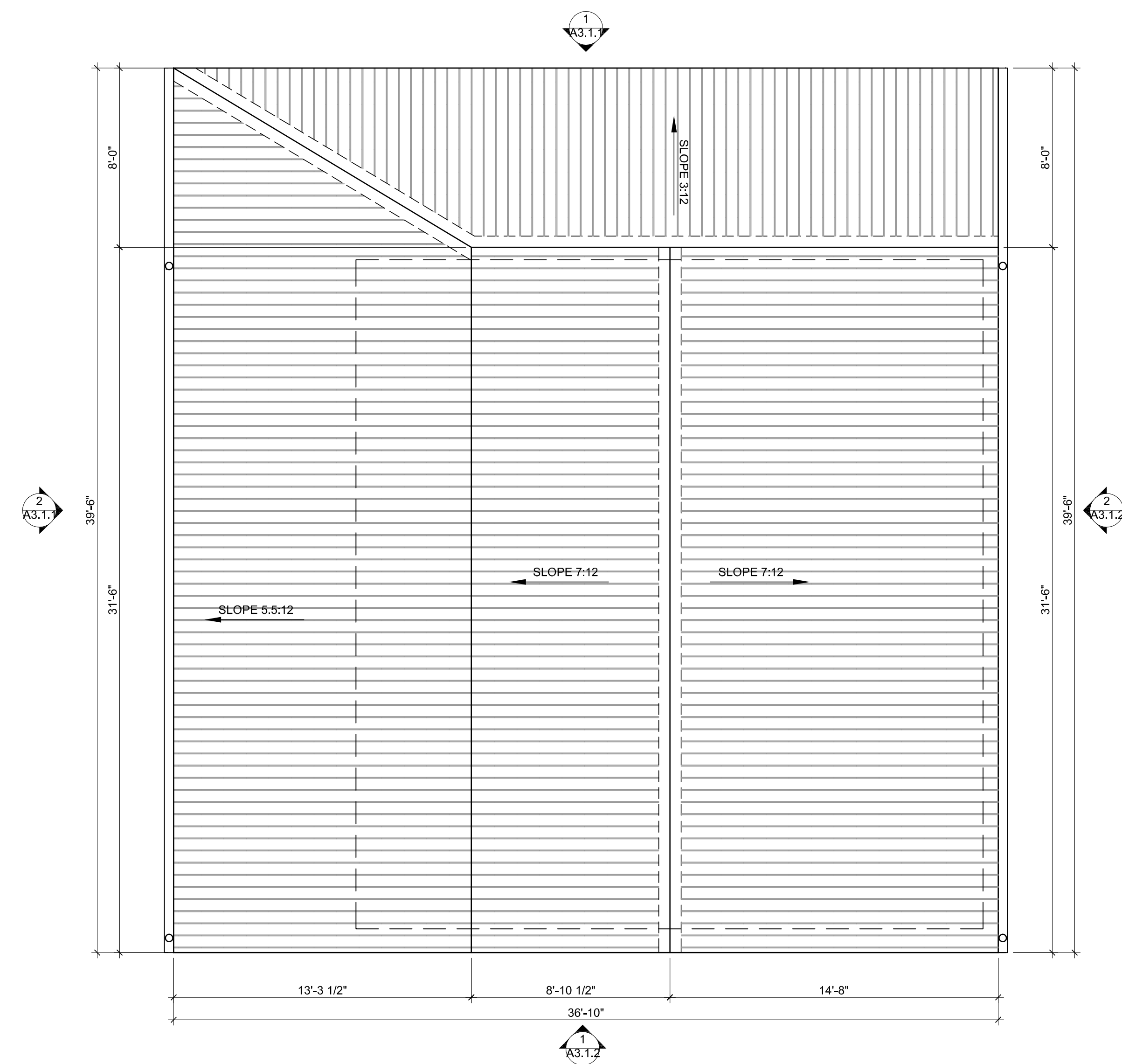




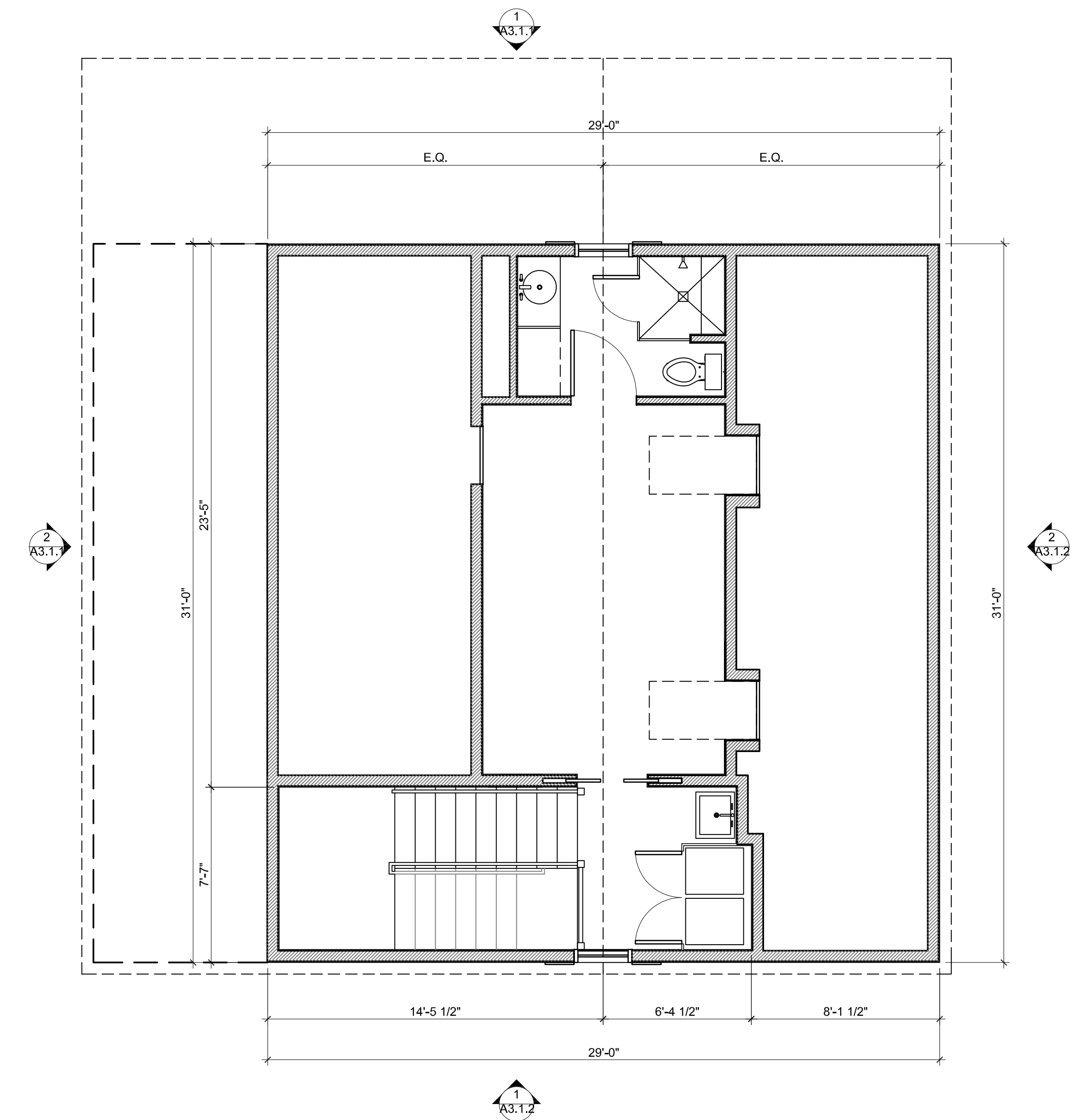
**2** SECOND FLOOR PLAN- RESIDENTIAL  
 SCALE: 1/4"=1'-0" GRAPHIC SCALE: 1/4" = 1'-0"



**1** FIRST FLOOR PLAN- COMMERCIAL  
 SCALE: 1/4"=1'-0" GRAPHIC SCALE: 1/4" = 1'-0"



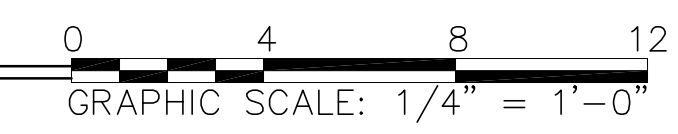
**2 ROOF PLAN**  
 SCALE: 1/4"=1'-0"  
 GRAPHIC SCALE: 1/4" = 1'-0"



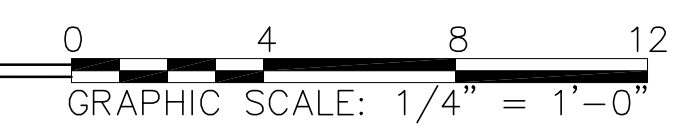
**1 THIRD FLOOR PLAN- RESIDENTIAL**  
 SCALE: 1/4"=1'-0"  
 GRAPHIC SCALE: 1/4" = 1'-0"

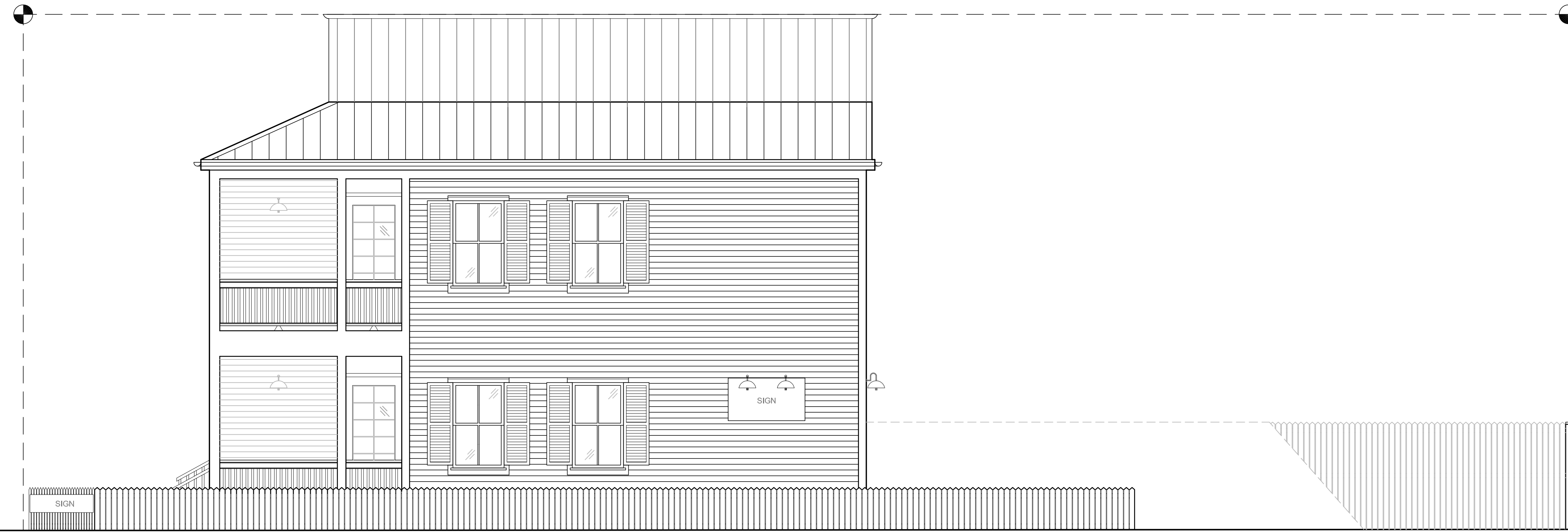


2 SOUTH ELEVATION  
SCALE: 1/4"=1'-0"



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





**2** ELIZABETH STREET ELEVATION  
SCALE: 1/4"=1'-0"



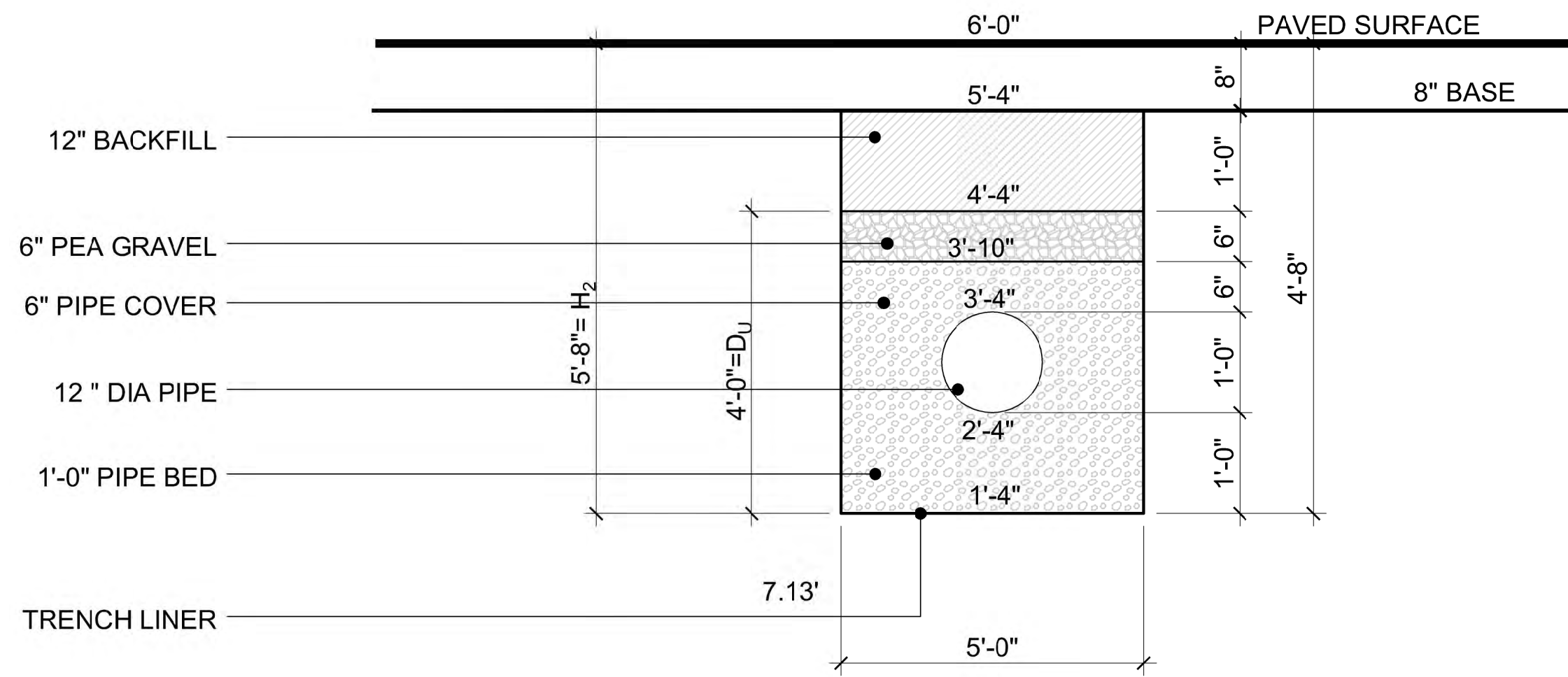
- ROOF PEAK +42.0
- MAX HEIGHT BASED ON 12.16' CROWN OF ROAD.
- FINISHED THIRD FLOOR +33.25
- FINISHED SECOND FLOOR CEILING +32.08
- FINISHED SECOND FLOOR +23.83
- FINISHED FIRST FLOOR CEILING +22.66
- FINISHED FIRST FLOOR +13.2
- CROWN OF ROAD +12.16



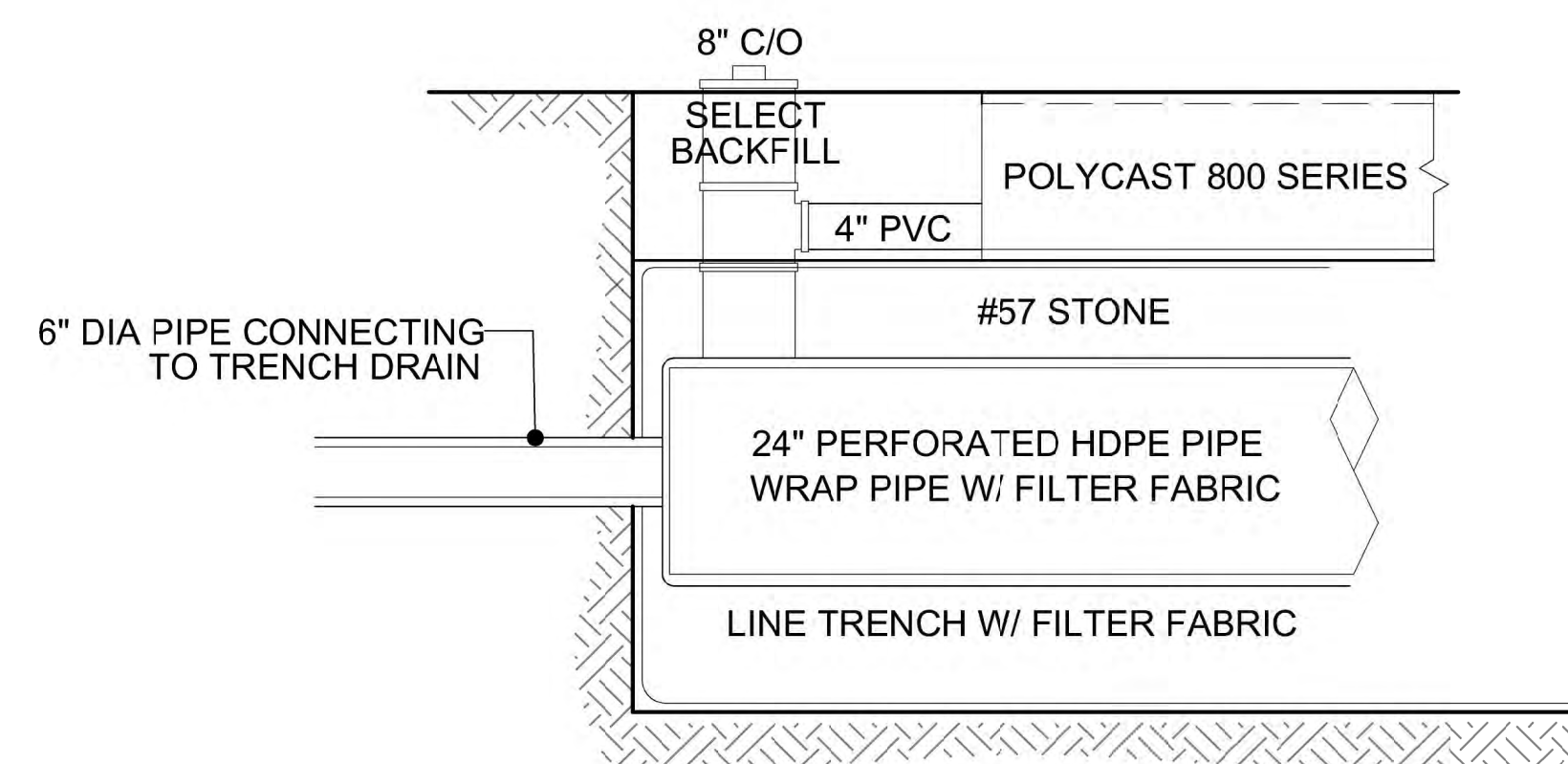
**1** EATON STREET ELEVATION  
SCALE: 1/4"=1'-0"







**2** EXFILTRATION TRENCH SECTION A-A'  
SCALE: NTS



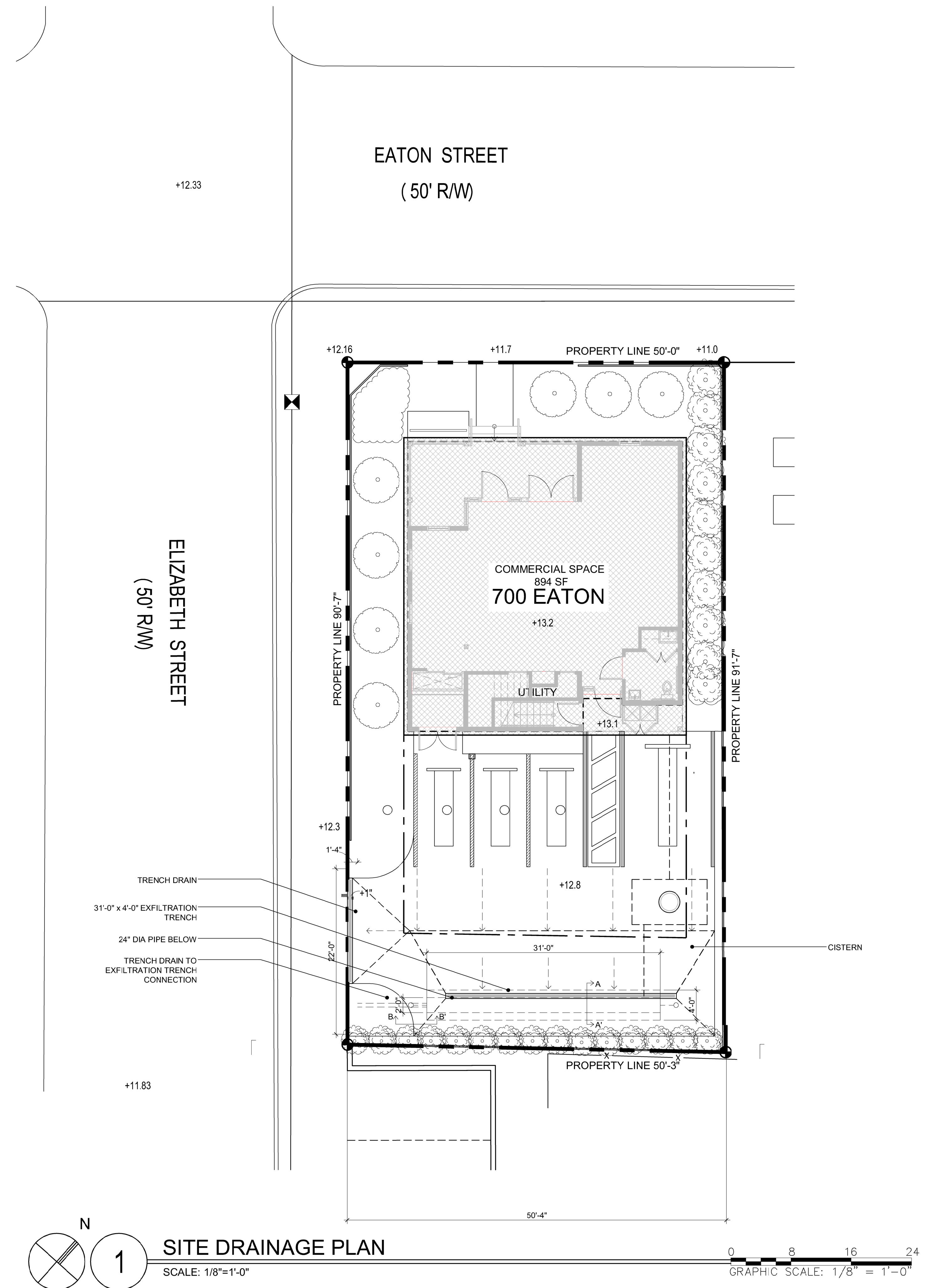
**3** EXFILTRATION TRENCH SECTION B-B'  
SCALE: NTS

L	Trench Length (ft)	0 ft
FS	Factor of Safety, No less than 2	2
%WQ	Percent reduction in required water quality (WQ) treatment volume based on method of WQ treatment: 50% for wet/dry retention	
V <sub>wq</sub>	Volume of WQ treatment provided by trench in one hour (ac-in/hr); greater of one-inch over total project area or 2.5 inches multiplied by the percentage impervious over the total project area less water management areas	0.172 Ac-in
V <sub>st</sub>	volume of storage provided in addition to V <sub>wq</sub> in one hour (ac-in/hr)	0
K	hydraulic conductivity (cfs/ft <sup>2</sup> -ft head)	0.000175
H <sub>2</sub>	head on saturated surface (ft) = EL <sub>inv</sub> - CE	5.67 ft
EL <sub>inv</sub>	invert elevation of lowest weir/bleeder allowing discharge from trench (ft NGVD or ft NAVD)	
CE	control elevation (ft NGVD or ft NAVD)	
W	trench width (ft)	4 ft
D <sub>u</sub>	unsaturated trench depth (ft) = EL <sub>top</sub> - CE	4 ft
EL <sub>top</sub>	top elevation of trench (ft NGVD or ft NAVD)	10.63 ft
D <sub>s</sub>	saturated trench depth (ft) = CE - EL <sub>bot</sub>	0
EL <sub>bot</sub>	bottom elevation of trench (ft NGVD or ft NAVD)	

$$L = \frac{FS[(\%WQ)(V_{wq}) + V_{st}]}{K(H_2W + 2H_2D_u - D_u^2 + 2H_2D_s) + (1.39 \times 10^{-4})WD_u}$$

FS * V <sub>wq</sub>	=	0.344
H <sub>2</sub> W	=	22.68
2H <sub>2</sub> D <sub>u</sub>	=	45.36
D <sub>u</sub> <sup>2</sup>	=	16
WD <sub>u</sub>	=	16
H <sub>2</sub> W + 2H <sub>2</sub> D <sub>u</sub> - D <sub>u</sub> <sup>2</sup>	=	52.04
1.39*10 <sup>-4</sup> *WD <sub>u</sub>	=	0.002224
K*(H <sub>2</sub> W + 2H <sub>2</sub> D <sub>u</sub> - D <sub>u</sub> <sup>2</sup> )	=	0.009107
[K*(H <sub>2</sub> W + 2H <sub>2</sub> D <sub>u</sub> - D <sub>u</sub> <sup>2</sup> ) + (1.39*10 <sup>-4</sup> *WD <sub>u</sub> )	=	0.011331
Length	=	30.35919

**4** EXFILTRATION TRENCH CALCULATIONS  
SCALE:



**1** SITE DRAINAGE PLAN  
SCALE: 1/8"=1'-0"



# PLANTING SCHEDULE AND DETAILS

## Plant List

QTY.	COMMON NAME	BOTANICAL NAME	SIZE	NOTE	NATIVE
<b>PALMS</b>					
3	SABAL PALM	Sabal palmetto	18' clr. trnk. Rengerated with Slight curve	FL #1	NATIVE
1	BUCCANEER PALM	Pseudophoenix sargentii	30 gal. 6'-8" o.h.		NATIVE
<b>TREES</b>					
6	MYRTLE OF THE RIVER	Calypttranthes zuzuygium	1.5" cal. 6'-8" o.h.	FL #1	NATIVE- ENDANGERED
24	CRABWOOD	Gymnathes lucida	.75" cal. 4' 7 GAL.	FL #1	NATIVE
5	SIMPSON STOPPER	Myrianthes fragrans	4" cal. Mult stem 10-12" o.h.	FL #1	NATIVE- ENDANGERED
<b>SHRUBS</b>					
22	IXORA RED	Ixora 'Super King'	7 gal., 30" hgt./sprd.	FL #1	
18	BAHAMA COFFEE	Psychotria latifolia	3 gal., 12-16" hgt./sprd.	FL #1	NATIVE
3	TAITIHAN GARDENIA	Taiithan Gardenia 'DBL'	7 gal. 36" sprd/hgt.	FL #1	
<b>GROUNDCOVER</b>					
35	DWARF CUBANA BUTTERCUP	Turnera subulata	1 gal., full	FL #1	NATIVE

Proposed replacement caliper inch = 76"

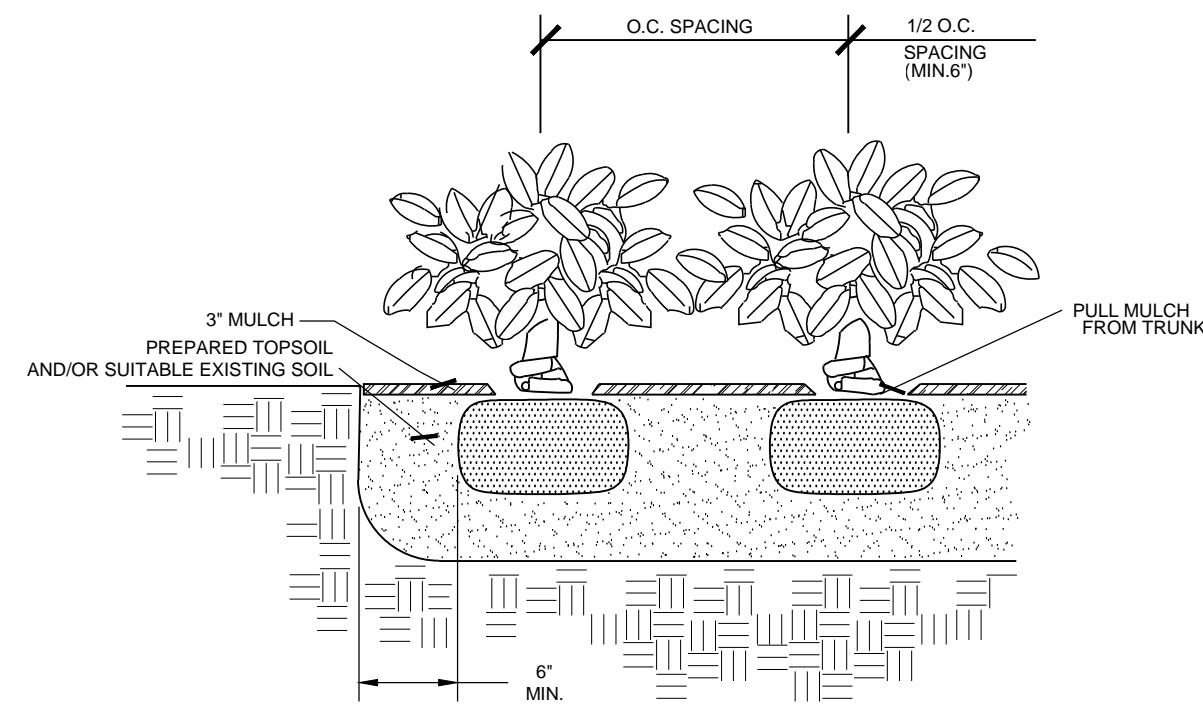
### GENERAL NOTES:

AT LEAST 70% OF THE SPECIFIED SPECIES FOR REQUIRED MATERIAL WILL BE NATIVE AS STIPULATED IN THE MINIMUM NATIVE PLANT REQUIREMENT.

100% OF THE REQUIRED REPLACEMENT TREES SHALL BE NATIVE. REPLACEMENT TREES SHALL BE FIELD LOCATED AND STAFF SHALL BE PROVIDED WITH AN AS-BUILT PLAN LOCATING THEIR POSITIONS ON SITE.

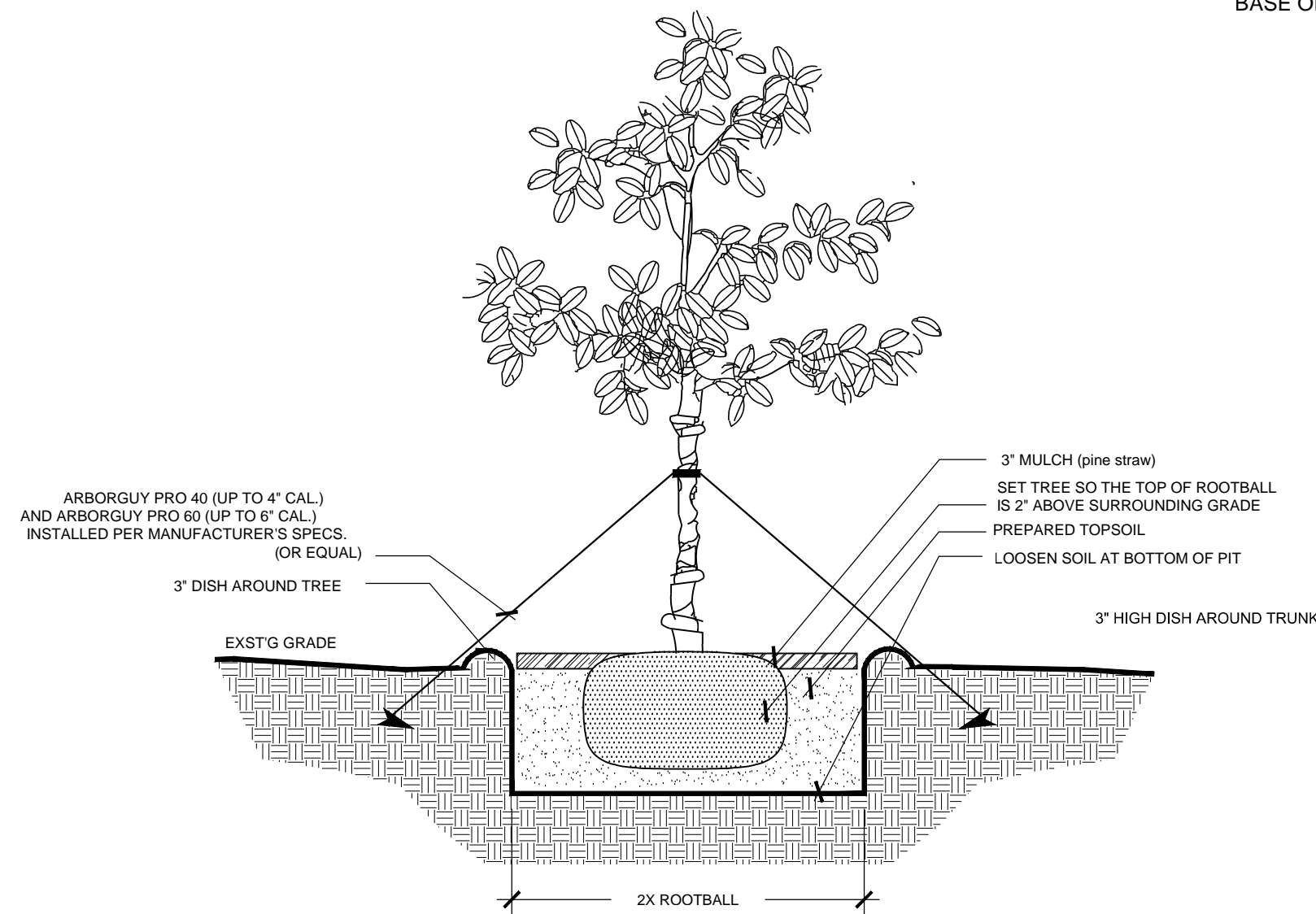
100% IRRIGATION COVERAGE SHALL BE PROVIDED TO ALL PROPOSED PLANTING AREAS. SAID SYSTEM SHALL BE DESIGN TO MAXIMIZE WATER CONSERVATION AND SHALL CONFORM TO SECTION 3-13.12: 'C' OF THE CITY OF KEY WEST CODE. AS BUILT DRAWING REQUIRED.

ALL LARGE CANOPY AND RELOCATED TREES SHALL UTILIZE IRRIGATION BUBBLERS AT BASE OF TREE.



### SHRUB PLANTING DETAIL

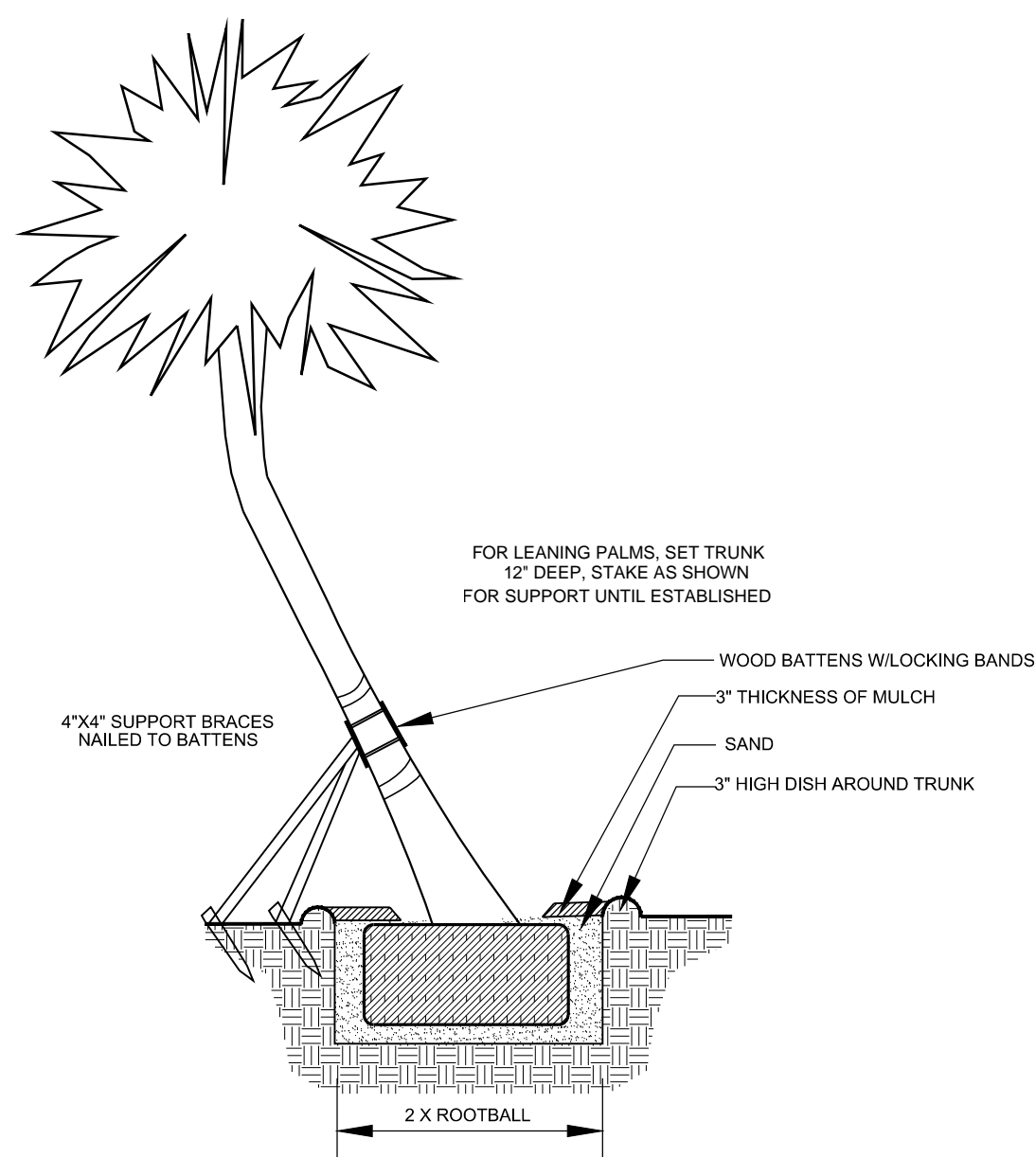
ALL SHRUBS ARE TO BE POSITIONED VERTICALLY REGARDLESS OF THE SLOPE OF THE GROUND IN WHICH THEY ARE PLANTED. WATER RINGS ARE TO BE CONSTRUCTED AT RIGHT ANGLES TO THE TREE OR SHRUB OR IN A MANNER IN WHICH THEY WILL MOST EFFECTIVELY SERVE THE PURPOSE OF RETAINING WATER AT THE BASE OF THE PLANT.



### TREE PLANTING DETAIL

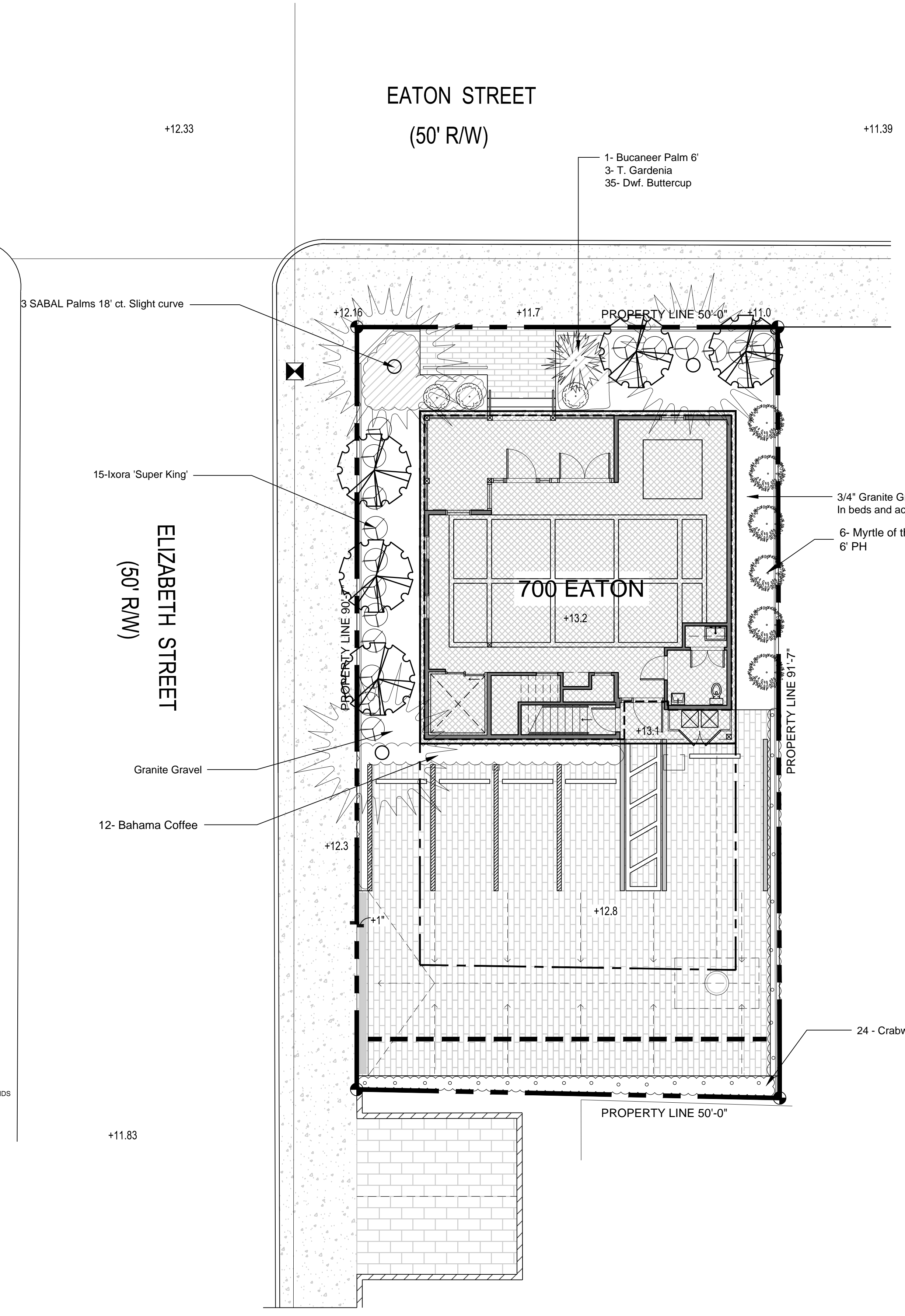
ALL TREES ARE TO BE POSITIONED VERTICALLY REGARDLESS OF THE SLOPE OF THE GROUND IN WHICH THEY ARE PLANTED. WATER RINGS ARE TO BE CONSTRUCTED AT RIGHT ANGLES TO THE TREE OR SHRUB OR IN A MANNER IN WHICH THEY WILL MOST EFFECTIVELY SERVE THE PURPOSE OF RETAINING WATER AT THE BASE OF THE PLANT.

THE ROOTBALL OF THE TREE SHOULD BE POSITIONED IN THE HOLE SO THAT THE FINISH GRADE OF THE BACKFILL SOIL AND LANDSCAPE SOIL IS 2" LOWER THAN THE TOP OF THE ROOTBALL. MULCH SHOULD COVER THE EDGE OF THE ROOTBALL, DO NOT MULCH ON TOP OF ROOTBALL.



### LEANING PALM PLANTING DETAIL

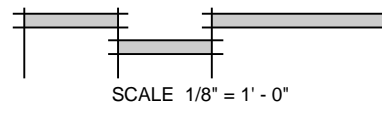
DO NOT LEAN MORE THAN 35 DEGREES.



LANDSCAPE PLAN

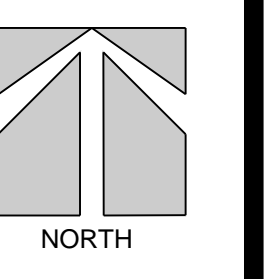
1/8" = 1'-0"

LANDSCAPE PLAN



### REVISIONS:

NO.	DATE	DESCRIPTION



JOB NUMBER: 0115  
DATE: 6.30.15  
DRAWN BY: EAB  
CHECKED BY: EAB  
SHEET NUMBER:

L-1



**LIFE SAFETY - GENERAL NOTES:**

- FINAL LOCATION OF FIRE EXTINGUISHERS TO BE COORDINATED WITH FIRE MARSHAL.
- CONTRACTOR TO PROVIDE FIRE ALARM SHOP DRAWINGS FOR COMPLIANT SYSTEM.
- CONTRACTOR TO PROVIDE FIRE PROTECTION SHOP DRAWINGS FOR COMPLIANT SYSTEM.
- BASED ON THE 2014 FLORIDA BUILDING CODE, THE BUILDING WILL BE A SEPARATED MIXED USE BUILDING (FBC 508.4) CONSISTING OF A FIRST FLOOR MERCANTILE (M) USE AND A RESIDENTIAL (R-2) USE FOR THE SECOND AND THIRD FLOORS, WITH A TWO-HOUR FIRE BARRIER (FBC 707) AND HORIZONTAL ASSEMBLY (FBC 711) BETWEEN THE TWO USES. WITH A CALCULATED OCCUPANCY OF 9 PERSONS FOR THE RESIDENTIAL PORTION OF THE BUILDING (FBC 1004.1.2), THE SPACE IS PERMITTED TO HAVE A SINGLE EXIT (FBC 1015.1).

**LIFE SAFETY - CODE REFERENCES:**

**FBC - Building Chapter 10: Means of Egress**

**Section 1004: Occupant Load**

- Max floor area per occupant:
  - Refer to Occupancy Zone Legend
- The outdoor area occupant load shall be assigned by the building official

**Section 1005: Egress Width**

- .2 inches per occupant

**Section 1009: Stairways**

- There is no stair component in the commercial space.

**Section 1011: Exit Signs**

- Exits shall be marked with readily visible sign from any direction of egress travel. Sign placement shall be such that no point in an exit corridor or passageway is more than 100 feet from the nearest visible sign.
  - Signs are not required in rooms or areas that only require one exit.

**Section 1014: Exit Access**

- Common path of egress travel shall not exceed 75 feet for M occupancy without sprinkler system per 1014.3.

**Section 1015: Exit and Exit Access Doorways**

- Two exits shall be provided where:
  - Occupant load exceeds 49 for M occupancy
  - Common path of egress travel exceeds 1014.3.
  - Where required by 1015.3, 1015.4, 1015.5, 1015.6, or 1015.6.1.

**Section 1016: Exit Access Travel Distance**

- Travel distances shall not exceed values in Table 1016.2:
  - Occupancy M = 200 feet without sprinklers
  - Occupancy R-2 = 125 feet with sprinklers

**Section 1026: Exterior Exit Ramps and Stairways**

- Exterior stairs shall be separated from the interior of the building as required by 1022.1.

**Section 1027: Exit Discharge**

- Exits shall discharge directly to the exterior of the building.

**FBC - Residential Chapter 3: Means of Egress**

- Residential component of this project shall comply with FBC R311.

**Section 311.7: Stairways**

- Stairway width shall be per FBC R311.7 not less than 36 inches for residential.
- A flight of stairs shall not have a vertical rise greater than 12 feet between floors or landings.

**FIRE PROTECTION SYSTEM REQUIREMENTS**

**Section 903: Automatic Sprinkler Systems**

- 903.2.1 Group M - An automatic sprinkler system shall be provided throughout buildings and portions thereof used as Group A occupancies.
- 903.3.1.1 NFPA 13 Sprinkler System - Where the provisions of this code require that a building or portion thereof be equipped throughout with an automatic sprinkler system in accordance with this section, sprinklers shall be installed throughout in accordance with NFPA 13 except as provided in Section 903.3.1.1.1.
- 903.4 Sprinkler System Monitoring and Alarms - All valves controlling the water supply for automatic sprinkler systems, pumps, tanks, water levels and temperatures, critical air pressures and waterflow switches on all sprinkler systems shall be electrically supervised by a listed fire alarm control unit.

**Shop Drawings**

- Contractor shall submit sprinkler shop drawings compliant with all local, state, and federal regulations.

**LIFE SAFETY - FINISH RATINGS:**

**Chapter 8: Interior Finishes**

**Section 803: Wall and Ceiling Finishes**

- Class A: Flame spread 0-25; smoke developed 0-450.
- Class B: Flame spread 26-75; smoke developed 0-450.
- Class C: Flame spread 76-200; smoke developed 0-450.

**Section 804: Interior Floor Finish**

- Class I materials: 0.45 watts/cm2 or greater
- Class II materials: 0.22 watts/cm2 or greater
- Where sprinkled per 903.3.1.1, Class II materials are permitted anywhere Class I materials are required.

**Signage for Light Framed Structures:**



Notice signage for light-frame roof type construction "r". Install signage within 24" to the right of the door and permanently attach to the face of the structure. Install signage no less than 48" above finish grade and 72" max to the top of the signage.

**LIFE SAFETY PLAN LEGEND:**

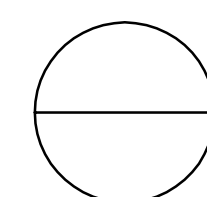
	HORN / STROBE	WALL MOUNTED FIRE ALARM COMBINATION AUDIBLE/ VISUAL SIGNALING NIT. HORN/FLASHING "FIRE" LIGHT MIN. 75CD. MOUNTED AT 80" AF-F.
	SMOKE DETECTOR	CEILING MOUNTED SMOKE DETECTOR, WIRED AND CIRCUITED.
	EXIT SIGN	INTERIOR RECESSED EDGE LIT LED EXIT SIGN WITH EMERGENCY LIGHTING, DIRECTION AS SHOWN ON PLAN. WIRED & CIRCUITED TO UPS SYSTEM. BASIS OF DESIGN: CURVA-CRV-HT-LR-1/2-M-AL
	FIRE EXTINGUISHER	INTERIOR MULTI-PURPOSE CLASS A, B, AND C CHEMICAL FIRE EXTINGUISHER, INSTALLED ION WALL BRACKET, LOCATE 48" AFF TO TOP OF EXTINGUISHER. REFER TO SPECIFICATIONS.
	EXIT ACCESS TRAVEL DISTANCES (FBC 1016)	
	OCCUPANCY SEPARATION	2 HOUR FIRE BARRIER.

**OCCUPANCY ZONE LEGEND:**

	ZONE A	MERCANTILE - 60 GROSS
	ZONE B	RESIDENTIAL - 200 GROSS

**LIFE SAFETY - OCCUPANCY CALCULATIONS**

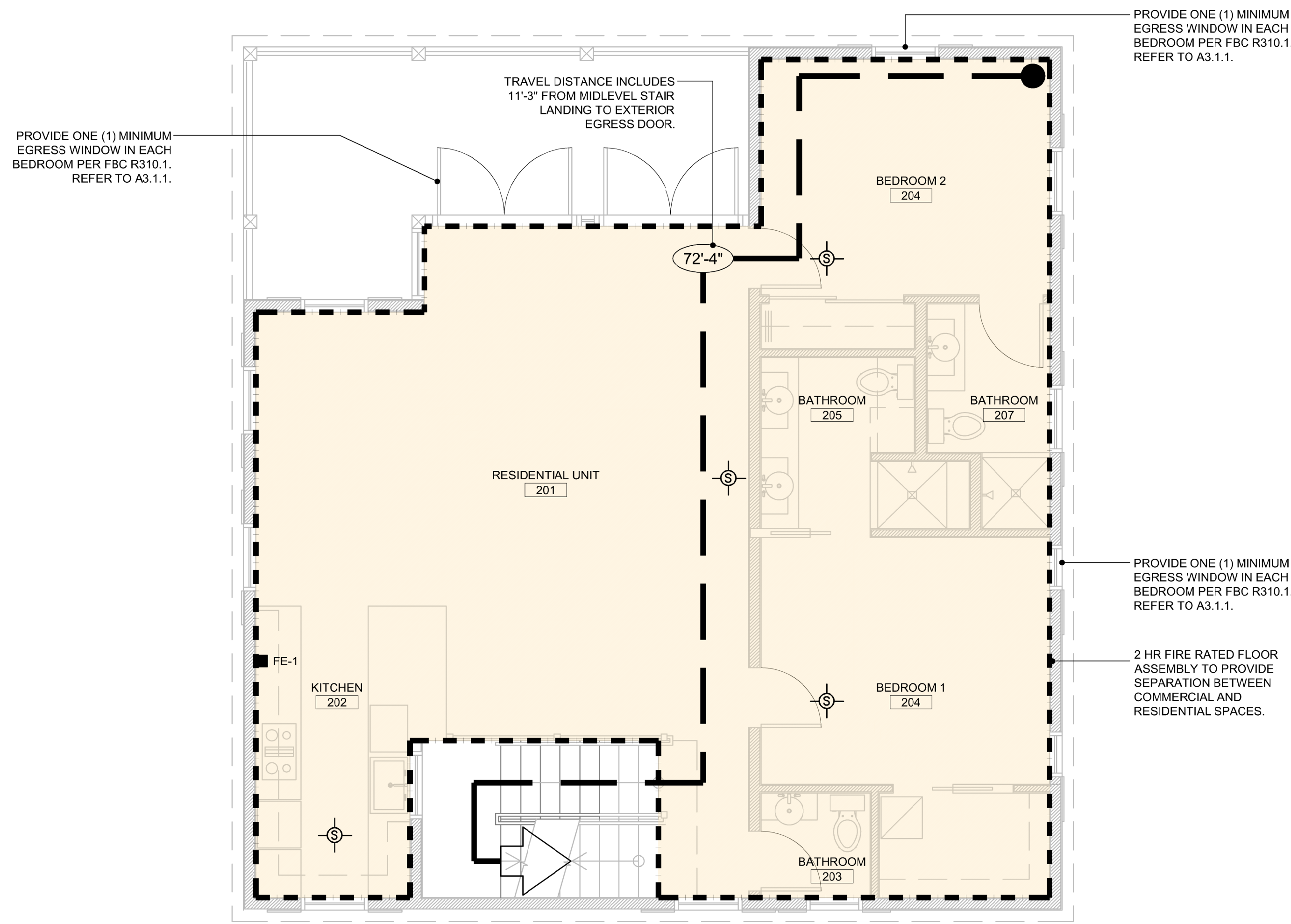
	ZONE	SF	OCCUPANCY
GROUND FLOOR	ZONE A	1,029.39	SF = 17 PERSONS
	ZONE B	0.00	SF = 0 PERSONS
	<b>GROUND FLOOR TOTAL OCCUPANCY:</b>	<b>1,029.39</b>	<b>SF = 17 PERSONS</b>
FIRST FLOOR	ZONE B	1,125.89	SF = 5 PERSONS
	<b>FIRST FLOOR TOTAL OCCUPANCY:</b>	<b>1,125.89</b>	<b>SF = 5 PERSONS</b>
SECOND FLOOR	ZONE B	284.13	SF = 1 PERSONS
<b>FIRST FLOOR TOTAL OCCUPANCY:</b>	<b>284.13</b>	<b>SF = 1 PERSONS</b>	
<b>TOTAL BUILDING OCCUPANCY</b>			
	GROUND FLOOR	1,029.39	SF = 17 PERSONS
	FIRST FLOOR	1,125.89	SF = 5 PERSONS
	SECOND FLOOR	284.13	SF = 1 PERSONS
<b>BUILDING TOTAL OCCUPANCY:</b>	<b>2,439.41</b>	<b>SF = 23 PERSONS</b>	



**LIFE SAFETY LEGENDS AND NOTES**

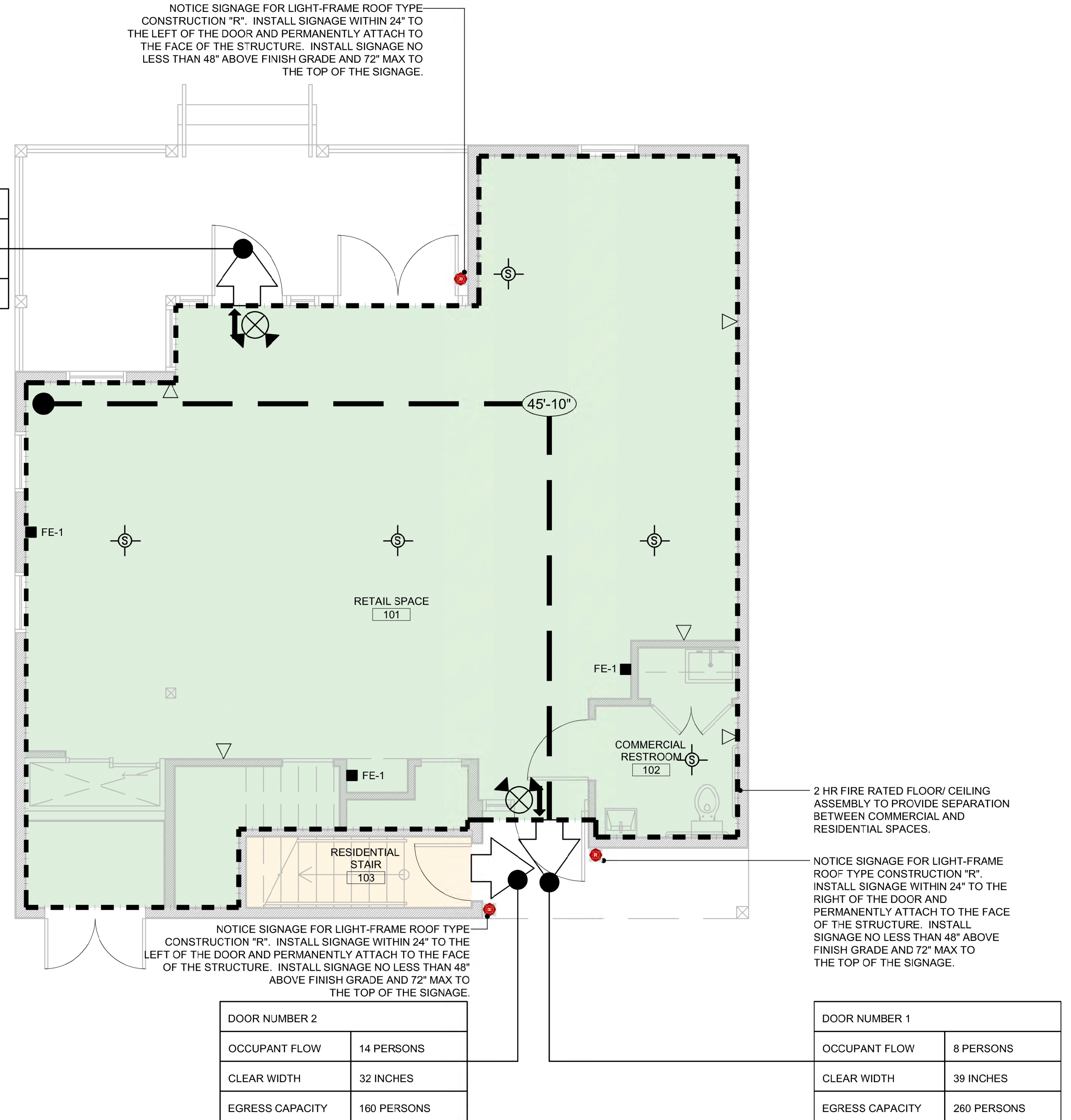
SCALE:





PROVIDE ONE (1) MINIMUM EGRESS WINDOW IN EACH BEDROOM PER FBC R310.1. REFER TO A3.1.1.

DOOR NUMBER 3	
OCCUPANT FLOW	9 PERSONS
CLEAR WIDTH	39 INCHES
EGRESS CAPACITY	260 PERSONS



DOOR NUMBER 2	
OCCUPANT FLOW	14 PERSONS
CLEAR WIDTH	32 INCHES
EGRESS CAPACITY	160 PERSONS

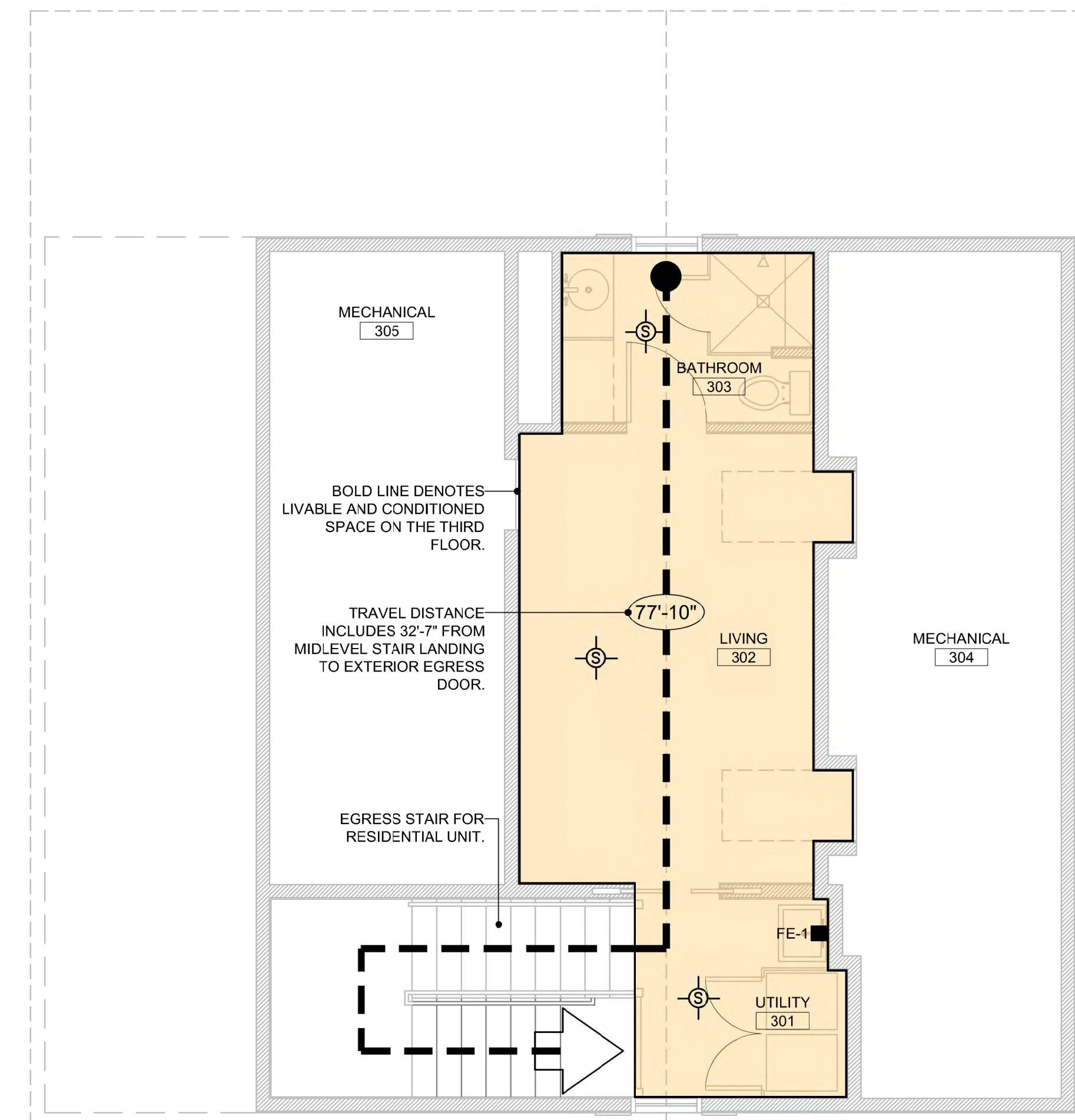
DOOR NUMBER 1	
OCCUPANT FLOW	8 PERSONS
CLEAR WIDTH	39 INCHES
EGRESS CAPACITY	260 PERSONS

**2** SECOND FLOOR LIFE SAFETY PLAN- RESIDENTIAL  
SCALE: 1/4"=1'-0" GRAPHIC SCALE: 1/4" = 1'-0"

**1** FIRST FLOOR LIFE SAFETY PLAN- COMMERCIAL  
SCALE: 1/4"=1'-0" GRAPHIC SCALE: 1/4" = 1'-0"



**GENERAL NOTES:**  
 CONTRACTOR TO PROVIDE AUTOMATIC  
 SPRINKLER SYSTEM IN ACCORDANCE WITH  
 FBC 903.3.1.1 OR 903.3.1.2 AND NFPA 13R FOR  
 AN R-2 OCCUPANCY.



1

THIRD FLOOR LIFE SAFETY PLAN- RESIDENTIAL

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

0 4 8 12  
 GRAPHIC SCALE: 1/4" = 1'-0"

# **Additional Information**

# Delaware

PAGE 1

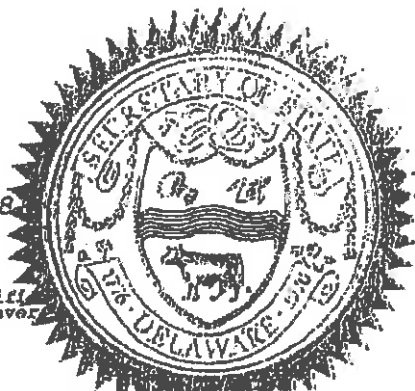
*The First State*


I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF FORMATION OF "POINCIANA PARTNERS, LLC", FILED IN THIS OFFICE ON THE TWENTY-SIXTH DAY OF JULY, A.D. 2012, AT 3:47 O'CLOCK P.M.

5189901 8

120892513

You may verify this certifi  
at corp delaware.gov/authver



  
Jeffrey W. Bullock, Secretary of State  
AUTHENTICATION: 9749043

DATE: 08-01-12

STATE of DELAWARE  
LIMITED LIABILITY COMPANY  
CERTIFICATE of FORMATION

First: The name of the limited liability company is \_\_\_\_\_  
Poinciana Partners, LLC

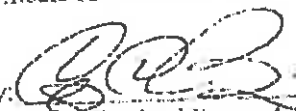
Second: The address of its registered office in the State of Delaware is \_\_\_\_\_  
2711 Centerville Road, Suite 400 in the City of Wilmington  
Zip code 19808. The name of its Registered agent at such address is  
Corporation Service Company

Third: (Use this paragraph only if the company is to have a specific effective date of  
dissolution: "The latest date on which the limited liability company is to dissolve is  
\_\_\_\_\_".)

Fourth: (Insert any other matters the members determine to include herein.)  
\_\_\_\_\_

In Witness Whereof, the undersigned have executed this Certificate of Formation this

26 day of July, 2012

By:   
Authorized Person (S)


Name: Craig C. Birker

State of Delaware  
Secretary of State  
Division of Corporations  
Delivered 11:25 AM 06/26/2013  
FILED 11:19 AM 06/26/2013  
SRV 130817699 - 5189901 FILE

STATE OF DELAWARE  
CERTIFICATE OF AMENDMENT CHANGING ONLY THE  
REGISTERED OFFICE OR REGISTERED AGENT OF A  
LIMITED LIABILITY COMPANY

The limited liability company organized and existing under the Limited Liability Company Act of the State of Delaware, hereby certifies as follows:

1. The name of the limited liability company is Poinciana Partners, LLC
2. The Registered Office of the limited liability company in the State of Delaware is changed to 1679 S. Dupont Hwy. Suite 100  
(street), in the City of Dover  
Zip Code 19901. The name of the Registered Agent at such address upon whom process against this limited liability company may be served is Registered Agent Solutions, Inc.

By:   
Authorized Person

Name: Jessica Johnson  
Print or Type

LIMITED LIABILITY COMPANY AGREEMENT  
FOR  
**POINCIANA PARTNERS, LLC,**  
A DELAWARE LIMITED LIABILITY COMPANY

This Limited Liability Company Agreement (the "Agreement") is made as of July \_\_\_\_, 2012 by and between Michael J. Downer ("Downer") and Jessica B. Johnson ("Johnson").

**WITNESSETH:**

A. Downer and Johnson (collectively referred to as the "Members" and individually referred to as a "Member") have caused to be filed with the Delaware Secretary of State a Certificate of Formation (the "Certificate of Formation") for Poinciana Partners, LLC (the "Company"), a limited liability company under the laws of the State of Delaware.

B. The Members desire to adopt and approve an operating agreement for the Company under the Delaware Limited Liability Company Act (6 Del. C. §§ 18-101, et seq.), as hereafter amended from time to time (the "Act").

NOW, THEREFORE, the Members hereby declare as follows:

ARTICLE I  
ORGANIZATIONAL MATTERS

1.1 Name. The name of the Company shall be "Poinciana Partners, LLC". The Company may conduct business under the aforesaid name or any other name approved by the Members.

1.2 Certificates/Filings. The Members have filed with the Delaware Secretary of State, the Certificate of Formation for the Company. Any Member may execute and file with the Delaware Secretary of State any amendments to the Certificate of Formation approved by all of the Members. If there exists a conflict between this Agreement and the Certificate of Formation, the Certificate of Formation shall control. The Members from time to time shall execute or cause to be executed all such certificates and other documents, and do or cause to be done all such filings, recordings, publishings and other acts as are necessary to comply with the Act for the formation and operation of the Company (if required) in Delaware or the registration of the Company all other jurisdictions in which the Company is authorized to conduct business.



1.3 **Term.** The existence of the Company as a separate legal entity shall continue until cancellation of the Certificate of Formation as provided in the Act.

1.4 **Office and Agent.** The Company shall continuously maintain an office and registered agent in the State of Delaware as required by the Act. The principal office of the Company shall be at 601 Amalfi Drive, Pacific Palisades, California 90272, or such other location as the Members may determine. The registered office and the registered agent for the Company shall be as stated in the Certificate of Formation or as otherwise determined by the Members.

1.5 **Business and Purpose of the Company.** The business and purpose of the Company shall be to: (i) purchase, own, develop, rent and sell certain real property located at 411 Elizabeth Street, Key West, Florida (the "Real Property"), and (ii) engage in any lawful act or activity for which a limited liability company may be organized under the Act.

## ARTICLE II CAPITAL CONTRIBUTIONS

2.1 **Capital Contributions.** Each Member shall contribute to the capital of the Company the amounts shown on Exhibit "A" attached hereto and made a part hereof. Except as provided in this Agreement, no Member shall be required to make any additional contributions to the capital of the Company without the unanimous consent of the Members.

2.2 **Additional Funds.** In the event the Manager requires additional funds for the operation of the business of the Company, the Manager shall deliver written notice of such requirement to the Members in accordance with this Agreement and shall specify whether the additional capital shall be provided in the form of loans or additional capital contributions. Within ten (10) days following receipt of such notice, each Member shall make such loan or contribute to the capital of the Company its respective share of the amount requested by the Manager (based upon the respective Percentage Interests defined below). If a Member fails to make such loan or additional capital contribution required under this Section 2.2 (the "Defaulting Member"), any remaining Member (the "Nondefaulting Member") shall have the right, but not the obligation, to make a loan or advance an additional capital contribution for the Defaulting Member. In the event the Nondefaulting Member makes such loan or contribution (each referred to herein as an "Advance"), the following shall apply: (a) the Defaulting Member shall pay interest on the amount of such Advance at an annual rate, from the date of the Advance until paid, equal to the floating rate of five percent (5%) above the prime rate charged by the bank with which

the Company normally conducts its business to its preferred customers; (b) the Nondefaulting Member shall receive all distributions that the Defaulting Member would otherwise be entitled to receive under the provisions of this Agreement as though the Advances by the Nondefaulting Member were capital contributions made by such Nondefaulting Member, which distributions shall be applied first to accrued and unpaid interest, and then to the reduction of the principal amount of such Advance; and (c) the Defaulting Member hereby grants to the Nondefaulting Member a security interest in the Defaulting Member's Membership Interest to secure the Defaulting Member's obligation to repay the Advance in accordance with this Section 2.2. The Defaulting Member shall, within five (5) days of written notice, execute any documents or instruments reasonably necessary to enable the Nondefaulting Member who makes an Advance hereunder to perfect the foregoing security interest. Notwithstanding anything to the contrary herein contained, so long as a Member is a Defaulting Member, such person shall not be permitted to exercise any of the voting rights or managerial prerogatives permitted of a Member.

**2.3 Capital Accounts.** The Company shall establish an individual capital account ("Capital Account") for each Member. The Company shall determine and maintain each Capital Account in accordance with Treasury Regulations Section 1.704-1(b)(2)(iv). Upon a valid transfer of a Member's entire right, title and interest in and to the Company (such interest of any Member is sometimes referred to herein as the "Membership Interest") in accordance with Article VI hereof, such Member's Capital Account shall carry over to the new owner.

**2.4 No Interest; Withdrawal.** The Company shall not pay any interest on capital contributions. Except as provided in this Agreement, no Member may withdraw its capital contributions.

**2.5 Percentage Interests.** Each Member's "Percentage Interest" for purposes of this Agreement is shown on Exhibit "A". Except as otherwise provided herein, a Member's Percentage Interest shall determine, among other things, the percentage of the Members' share of the Company Profits, Company Losses and distributions to be received by each Member and voting rights pursuant to this Agreement.

### ARTICLE III MEMBERS

**3.1 Admission of Additional Members.** Except as otherwise provided in herein, additional Members may be admitted to the Company only with the approval of all Members. Additional Members will participate in the management, "Company Profits", "Company Losses" (as such terms are defined in Section 5.1 below), and distributions of the Company on such terms as are determined by the Members.

**3.2 Payments to Members.** Except as specifically provided herein, no Member or person or entity controlled by, controlling or under common control with a Member (each such person or entity is defined as an "Affiliate") shall be entitled to compensation for services rendered or goods provided to the Company. However, the Company shall reimburse the Members and their Affiliates for any organizational expenses (including, without limitation, legal and accounting fees and costs) incurred to form the Company, prepare the Certificate of Formation and this Agreement and for the actual cost of goods, services and materials used by the Company.

#### **ARTICLE IV MANAGEMENT AND CONTROL OF THE COMPANY**

**4.1 Management.** The business of the Company shall be managed by Michael J. Downer (the "Manager") or his successor who is selected as provided in Section 4.3 below. Except as otherwise provided in this Agreement, all decisions concerning the management of the Company's business shall be made by the Manager. Without limiting the generality of the foregoing, the Manager shall have full power and authority to execute any and all documents and take any and all actions necessary or appropriate to acquire and hold for investment the Real Property on behalf of the Company. Notwithstanding the foregoing, the Manager shall not, without the approval of the Members (in the manner described in Section 4.2 below), do or permit or cause to be done on behalf of the Company any of the following:

- (a) Assign the Company property in trust for creditors or on the assignee's promise to pay the debts of the Company;
- (b) Use the Company's capital or funds in any way other than for the Company's business or incur any liability except (1) in the ordinary course of the Company's business or (2) as otherwise permitted by this Agreement;
- (c) Borrow money in the name of the Company secured by any Company real property;
- (d) Confess a judgment against the Company in excess of \$25,000;
- (e) Do any act which would make it impossible to carry on the ordinary business of the Company;
- (f) Sell or convey all or substantially all of the Company property;

(g) Except as otherwise provided in Section 3.1 or Article VI hereof, admit a person or any other entity as a Member of the Company;

(h) Cause the Company to enter into a partnership or limited liability company with any third party for any purpose;

(i) Amend this Agreement; or

(j) Undertake or complete any act for which the Members' approval is required under any other provision of this Agreement.

**4.2 Member Approval.** No annual or regular meetings of the Members are required to be held. However, if such meetings are held, such meetings shall be noticed, held and conducted pursuant to the Act. In any instance in which the approval of the Members is required under this Agreement, such approval may be obtained in any manner permitted by the Act or as provided in Section 11.6 below. When the phrases "approved by the Members" or "on the approval of the Members" are used in this Agreement, such phrases shall mean approval by Members holding more than fifty percent (50%) of the Percentage Interests as of the date of such approval. When the phrase "all of the Members" is used in this Agreement, such phrase shall mean Members holding one hundred percent (100%) of the Percentage Interests.

**4.3 Appointment and Removal of Manager.** The Manager of the Company shall be Michael J. Downer. Any successor Manager shall be appointed by all of the Members for (a) a term expiring with the appointment of a successor, or (b) a term expiring at a definite time specified by such Members in connection with such an appointment. A Manager may be removed only on the unanimous vote of all Members.

**4.4 Loans to the Company.** Upon approval of the Members, a Member may make a loan to the Company on a promissory note or similar evidence of indebtedness for a reasonable rate of interest (each of which is referred to herein as a "Member Loan"). Any Member loaning money to the Company shall have the same rights and risks regarding the loan as would any person or entity making the loan who is not a Member of the Company.

**4.5 Officers.** There shall be no officers of the Company unless appointed by the Members. The officers of the Company, if deemed necessary by the Members, may include a president, vice president, secretary, and chief financial officer. Such officers shall have rights and responsibilities as determined by the Members. The officers shall serve at the pleasure of the Members. Subject to the rights, if any, of an officer under a contract of employment, (i) any officer may be removed, either with or without cause, by the Members at any time; and (ii) any officer may resign at any time by giving written notice to the Members.

4.6 **Purchase of Real Property.** The Manager shall, and is hereby authorized to, execute on behalf of the Company any and all agreements necessary or appropriate for the Company's acquisition, ownership and development of the Real Property upon such terms and conditions as may be approved by the Manager in his sole discretion, including but not limited to purchase and sale agreements and trust agreements. The Company shall reimburse the Manager for any deposits or other costs expended in connection with the purchase of the Real Property.

4.7 **Title to Company Assets.** Title to the Real Property and any other property acquired by the Members related to the Company shall be taken in the name of the Company, and, if any such property should for any reason be temporarily in the name of a Member, such Member shall hold same as agent and trustee for the use and benefit of the Company and in accordance with the terms hereof.

4.8 **Competing Activities.** The Members and their Affiliates may engage or invest in any activity, including without limitation those that might be in direct or indirect competition with the Company. Neither the Company nor any Member shall have any right in or to such other activities or to the income or proceeds derived therefrom. No Member shall be obligated to present any investment opportunity to the Company, even if the opportunity is of the character that, if presented to the Company, could be taken by the Company.

4.9 **Devotion of Time.** Each Member shall devote whatever time or effort as it deems appropriate for the furtherance of the Company's business.

4.10 **Limited Liability.** The Members shall not be bound by, or be personally liable for, the expenses, liabilities or obligations of the Company except as otherwise provided in the Act or in this Agreement.

## ARTICLE V ALLOCATIONS OF PROFITS AND LOSSES AND DISTRIBUTIONS

### 5.1 **Allocations of Profits and Losses.**

**Definitions.** "Company Profits" and "Company Losses" shall mean the income, gain, loss, deductions, and credits of the Company in the aggregate or separately stated, as appropriate, determined in accordance with the method of accounting at the close of each fiscal year employed on the Company's information tax return filed for federal income tax purposes and in accordance with the Internal Revenue Code (the "Code").

5.2 Allocation of Company Losses. Company Losses with respect to any fiscal year shall be allocated among the Members as follows:

(a) First, Company Losses shall be allocated among the Members in proportion to the relative amounts of net cumulative Company Profits (net of Company Losses) theretofore allocated to each Member's Capital Account pursuant to this Article V, until the aggregate amount of Company Losses so allocated equals the total amount of net cumulative Company Profits theretofore allocated to the Members' Capital Accounts.

(b) Second, Company Losses shall be allocated among the Members in accordance with their respective Percentage Interests as of the last day of such year; provided, however, that no Member shall be allocated any Company Losses if such allocation would cause or increase a deficit balance in such Member's Capital Account while any other Member has a positive balance in its Capital Account.

5.3 Allocation of Company Profits. Company Profits with respect to any fiscal year shall be allocated among the Members as follows:

(a) First, Company Profits shall be allocated among the Members in proportion to, and to the extent of, the relative amounts of net cumulative Company Losses (net of Company Profits) theretofore allocated to their respective Capital Accounts pursuant to Section 5.2 above until the aggregate amount of Company Profits so allocated equals the total amount of net cumulative Company Losses theretofore allocated to the Members' Capital Accounts.

(b) Second, the remainder of Company Profits, if any, shall be allocated to the Members in accordance with their respective Percentage Interests.

5.4 Distributions. Distributions shall be made from time to time as working capital permits, but no less often than quarterly, in the following order of priority:

(a) First, to the payment of all debts and liabilities of the Company (other than any Member Loans) as the same become due;

(b) Second, to the creation of any reserves that the Manager considers reasonably necessary for any contingent or unforeseen liabilities or obligations of the Company; provided, however, that if and when a contingency ceases to exist, the monies, if any, then in reserve attributable to such contingency shall be distributed in the manner herein provided;

(c) Third, to the repayment of principal and interest on any Member Loans, or pro rata between any such Members, if the amount available for repayment is insufficient to repay such loans in their entirety; and

(d) Fourth, to the Members, in proportion to their respective Percentage Interests as of the end of the year.

5.5 Accounting for Distributions. The amount of any distributions made to the Members shall be charged against the Member's Capital Account.

5.6 Tax Allocations. Profits, income, gains and losses shall be allocated among the Members on the Company's state and federal informational income tax returns in the same manner as they are allocated pursuant to this Article V. Except as otherwise required by law, any tax credits shall be allocated among the Members on the Company's state and/or federal informational income tax returns in proportion to their respective Capital Accounts. In accordance with Code Section 704(c) and the Regulations thereunder, income, gain, loss and deduction with respect to any property contributed to the capital of the Company shall, solely for tax purposes, be allocated between the Members so as to take account of any variation between the adjusted basis of such property to the Company for federal income tax purposes and its initial agreed-upon value. In the event additional Members are admitted to the Company during any fiscal year, Company Profits and Losses allocated to the Members for such fiscal year shall be allocated among the Members in proportion to their interests in the Company from time to time during such fiscal year in accordance with Section 706 of the Code, using any convention permitted by law and selected by the Members.

5.7 Consent by Members. The methods set forth in this Agreement by which Company Profits, Losses and distributions are allocated and apportioned are hereby expressly consented to by each Member as a specific condition to becoming a Member. Each Member covenants that it will make no claim or representation concerning the income tax effect of the provisions contained in this Agreement which is inconsistent with the provisions of this Agreement.

## ARTICLE VI TRANSFER AND ASSIGNMENT OF MEMBERSHIP INTEREST

6.1 Transfer and Assignment of Interests. Except as otherwise specifically provided in this Article VI, no Member may transfer, assign, convey, sell, encumber or in any way alienate all or any part of its Membership Interest (a "Transfer") without the prior approval of all Members, which approval may be given or withheld in the sole discretion of the Members. Any transfer or attempted transfer in violation of the restrictions against transfer set forth in this Article VI shall be deemed null and void *ab initio*. In addition to the other limitations and restrictions set forth in this Article VI, except as otherwise permitted herein, no Member shall Transfer all or any portion of its Membership Interest to an

independent third party (the "Offered Interest") unless such Member first offers to sell the Offered Interest pursuant to the terms of this Article VI. All other Members shall have a right of first refusal, as described further below, on any Offered Interest.

**6.2 Permitted Transfers.** Notwithstanding the provisions of Section 6.1 hereof, a Member may make a Transfer without the consent of other Members to (a) any other Member, (b) any Affiliate of the transferor, (c) the transferor's executor, administrator, trustee or personal representative to whom such Interest is transferred at death or involuntarily by operation of law (provided, however, that no such fiduciary shall become a substitute Member unless approved by the unanimous consent of the Members), or (d) any inter vivos trust established for estate planning purposes for such Member, one (1) or more members of such Member's family that are related to such Member by blood (which members shall include, without limitation, the spouse, children, adopted children, and step-children of such Member and/or any other lineal descendants of such Member) and in which such Member is a trustee thereof. For the purposes of subparagraph (d) above, a "Member" includes the trustors of any trust that is a Member of the Company.

**6.3 Right of First Refusal.** In addition to the other limitations and restrictions set forth in this Article VI, except as otherwise permitted herein, no Member shall Transfer all or any portion of its Membership Interest (the "Offered Interest") unless such Member (the "Seller") first offers to sell the Offered Interest pursuant to the terms of this Section 6.3.

(a) **Limitation on Transfers.** No Transfer may be made under this Section 6.3 unless the Seller has received a bona fide written offer (the "Purchase Offer") from a person (the "Purchaser") to purchase the Offered Interest for a purchase price (the "Offer Price") denominated and payable in United States dollars at closing or according to specified terms, with or without interest, which offer shall be in writing signed by the Purchaser and shall be irrevocable for a period ending no sooner than the day following the end of the Offer Period, as hereinafter defined.

(b) **Offer Notice.** Prior to making any Transfer that is subject to the terms of this Section 6.3, the Seller shall give to the Company and each other Member written notice (the "Offer Notice") which shall include a copy of the Purchase Offer and an offer (the "First Offer") to sell the Offered Interest to the other Members (the "Offerees") for the Offer Price, payable according to the same terms as (or more favorable terms than) those contained in the Purchase Offer, provided that the First Offer shall be made without regard to the requirement of any earnest money or similar deposit required of the Purchaser prior to closing, and without regard to any security (other than the Offered Interest) to be provided by the Purchaser for any deferred portion of the Offer Price.

(c) **Offer Period.** The First Offer shall be irrevocable for a period (the "Offer Period") ending at 11:59 P.M., local time at the Company's principal office, on the ninetieth (90th) day following the day of the Offer Notice.



(d) **Acceptance of First Offer.** At any time during the first sixty (60) days of the Offer Period, any Offeree may (i) prohibit such proposed transfer pursuant to the provisions of Section 6.1 or (ii) accept the First Offer as to that portion of the Offered Interest that corresponds to the ratio of its Percentage Interest to the total Percentage Interests of all Offerees, by giving written notice of such acceptance to the Seller and the Manager. If the entire Offered Interest referred to in the Seller's Offer Notice is not disposed of under the apportionment described above, each Offeree desiring to purchase a share of the Offered Interest in excess of his proportionate share, as set forth in his offer to purchase as provided above, shall be entitled to purchase such proportion of the Offered Interest which remains thus undisposed of, as his Percentage Interest bears to the total Percentage Interests held by all of the Offerees desiring to purchase a portion of the Offered Interest in excess of that to which they are entitled under such apportionment. In the event that Offerees ("Accepting Offerees"), in the aggregate, accept the First Offer with respect to all of the Offered Interest (and notwithstanding the fact that any Offeree has elected to prohibit such transfer), the First Offer shall be deemed to be accepted. If Offerees do not accept the First Offer as to all of the Offered Interest during the Offer Period, the First Offer shall be deemed to be rejected in its entirety.

(e) **Closing.** In the event that the First Offer is accepted (and notwithstanding the fact that any Offeree has elected to prohibit such transfer), the closing of the sale of the Offered Interest shall take place within thirty (30) days after the First Offer is accepted or, if later, the date of closing set forth in the Purchase Offer. The Seller and all Accepting Offerees shall execute such documents and instruments as may be necessary or appropriate to effect the sale of the Offered Interest pursuant to the terms of the First Offer and this Section 6.3.

(f) **Sale Pursuant to Purchase Offer if First Offer Rejected.** If the First Offer is not accepted in the manner hereinabove provided (and provided that no Offeree has elected to prohibit such transfer in accordance with Section 6.3(d) above in which event the Seller shall be prohibited from transferring the Offered Interest to the Purchaser), the Seller may sell the Offered Interest to the Purchaser at any time within sixty (60) days after the last day of the Offer Period, provided that such sale shall be made on terms no less favorable to the Purchaser than the terms contained in the Purchase Offer and provided further that such sale complies with other terms, conditions and restrictions of this Agreement that are applicable to sales of Membership Interests and are not expressly made inapplicable to sales occurring under this Section 6.3. In the event that the Offered Interest is not sold in accordance with the terms of the preceding sentence, the Offered Interest shall again become subject to all of the conditions and restrictions of this Section 6.3.

6.4 **Substitution of Members.** A transferee of a Membership Interest shall have the right to become a substitute Member only if (i) consent of the Members is given in accordance with Section 6.1 or the Transfer is permitted by Section 6.2, or 6.3, (ii) such

person executes an instrument satisfactory to the Members accepting and adopting the terms and provisions of this Agreement, and (iii) such person pays any reasonable expenses in connection with his admission as a new Member. The admission of a substitute Member shall not release the Member who assigned the Membership Interest from any liability that such Member may have to the Company.

**6.5 Assumption of Liabilities.** In the event of any purchase of a Membership Interest pursuant to this Article VI, the purchaser shall assume any and all Company liabilities and obligations to which the transferring Member is subject; in such event, the transferring Member shall be relieved of such liabilities and obligations.

**6.6 Distributions and Allocations with Respect to Transferred Interests.** If any Membership Interest is sold, assigned or transferred during any accounting period in compliance with the provisions of this Article VI, Company Profits, Losses, each item thereof and all other items attributable to the transferred interest for such period shall be divided and allocated between the transferor and the transferee by taking into account their varying interests during the period in accordance with Code Section 706(d), using any conventions permitted by law and selected by the Manager. All distributions on or before the date of such transfer shall be made to the transferor, and all distributions thereafter shall be made to the transferee. Solely for purposes of making such allocations and distributions, the Company shall recognize such transfer not later than the end of the calendar month during which it is given notice of such transfer, provided that if the Company does not receive a notice stating the date such Membership Interest was transferred and such other information as the Manager may reasonably require within thirty (30) days after the end of the accounting period during which the transfer occurs, then all of such items shall be allocated, and all distributions shall be made, to the person who, according to the books and records of the Company, on the last day of the accounting period during which the transfer occurs, was the owner of the Membership Interest. Neither the Company nor the Manager shall incur any liability for making allocations and distributions in accordance with the provisions of this Section 6.6, whether or not the Manager or the Company has knowledge of any transfer of ownership of any Membership Interest.

# **Property Appraiser Information**



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

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.**

**Alternate Key: 1006343 Parcel ID: 00006120-000000**

### Ownership Details

**Mailing Address:**  
POINCIANA PARTNERS LLC  
601 AMALFI DR  
PACIFIC PALISADES, CA 90272-4507

### Property Details

**PC Code:** 00 - VACANT RESIDENTIAL  
**Millage Group:** 10KW  
**Affordable Housing:** No  
**Section-Township-Range:** 06-68-25  
**Property Location:** 700 EATON ST KEY WEST  
**Legal Description:** KW PT LOT 3 SQR 35 H2-564 OR101-47/48 OR1245-1310D/C OR1393-2093/5 OR1613-1889/91C OR1675-507/513 OR1684-2059/60PET/ADM OR1684-2061EST OR1684-2062EST OR1684-2063LET/ADM OR2657-269/70C/T OR2666-1559/60 OR2666-1561/62

**Click Map Image to open interactive viewer**



### Land Details

Land Use Code	Frontage	Depth	Land Area
010D - RESIDENTIAL DRY	0	0	4,578.00 SF

### Appraiser Notes

2010-11-12 MLS \$1,598,000 VERY UNUSUAL OPPORTUNITY IN OLD TOWN! RESIDENTIAL AND COMMERCIAL! HISTORIC HOME BUILT IN 1875 AND READY TO MAKE INTO YOUR LUXURY ESTATE. DADE COUNTY PINE FLOORS, CEILINGS AND WALLS, CROWN MOLDINGS, HIGH CEILINGS, SPACIOUS ROOMS, LARGE BALCONIES AND PLENTY OF ROOM FOR A POOL MAKE FOR THE PERFECT KEY WEST HOME. NEW ROOF, REPLACED DECKS AND NEW ELECTRICAL SERVICE HAVE STARTED. ADJACENT LOT PROVIDES ROOM TO ENLARGE HOME OR BUILD COMMERCIAL AND/OR RESIDENTIAL SO YOU HAVE THE BEST OF BOTH WORLDS. WOULD NEED TO PURCHASE FULL TRANSIENT ROGO FOR RESIDENTIAL BUT TRANSIENT WOULD GO AWAY. SEE ATTACHED HNC-2 REGULATIONS. POSSIBLE OWNER FINANCING WITH TERMS TO BE NEGOTIATED. MINIMUM DOWN IS \$800K.

## 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
2014	0	0	446,119	446,119	446,119	0	446,119
2013	0	0	249,638	249,638	249,638	0	249,638
2012	0	0	235,570	235,570	235,570	0	235,570
2011	0	0	249,118	249,118	249,118	0	249,118
2010	0	0	317,150	317,150	317,150	0	317,150
2009	0	0	493,345	493,345	493,345	0	493,345
2008	0	0	522,459	522,459	522,459	0	522,459
2007	0	0	773,850	773,850	773,850	0	773,850
2006	0	0	420,090	420,090	420,090	0	420,090
2005	0	0	331,650	331,650	331,650	0	331,650
2004	0	0	309,540	309,540	309,540	0	309,540
2003	0	0	154,770	154,770	154,770	0	154,770
2002	0	0	150,348	150,348	150,348	0	150,348
2001	0	0	150,348	150,348	150,348	0	150,348
2000	0	0	84,018	84,018	84,018	0	84,018
1999	0	0	84,018	84,018	84,018	0	84,018
1998	0	0	84,018	84,018	84,018	0	84,018
1997	0	0	75,174	75,174	75,174	0	75,174
1996	0	0	75,174	75,174	75,174	0	75,174
1995	0	0	75,174	75,174	75,174	0	75,174
1994	0	0	75,174	75,174	75,174	0	75,174
1993	0	0	75,174	75,174	75,174	0	75,174
1992	0	0	75,174	75,174	75,174	0	75,174
1991	0	0	75,174	75,174	75,174	0	75,174
1990	0	0	61,908	61,908	61,908	0	61,908
1989	0	0	60,803	60,803	60,803	0	60,803
1988	0	0	55,275	55,275	55,275	0	55,275
1987	0	0	38,215	38,215	38,215	0	38,215
1986	0	0	36,933	36,933	36,933	0	36,933
1985	0	0	19,712	19,712	19,712	0	19,712
1984	0	0	19,712	19,712	19,712	0	19,712
1983	0	0	19,712	19,712	19,712	0	19,712
1982	0	0	19,712	19,712	19,712	0	19,712

## 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
1/3/2014	2666 / 1561	335,000	WD	12
1/3/2014	2666 / 1559	100	QC	11
11/1/2013	2657 / 269	100	CT	12

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