

THE CITY OF KEY WEST
PLANNING BOARD
Staff Report



To: Chairman and Planning Board Members
From: Carlene Smith, LEED Green Associate, Planner Analyst
Through: Donald Leland Craig, AICP, Planning Director
Meeting Date: August 21, 2014
Agenda Item: **Variance – 1302 Flagler Avenue (RE # 00059730-000000; AK # 1060208)** – A request for after-the-fact variances to maximum building coverage and rear yard setbacks in order to maintain an addition to an existing multi-family residence on property located within the Single Family (SF) Zoning District pursuant to Sections 90-395, 122-238(4)a. and 122-238(6)a.3. of the Land Development Regulations of the Code of Ordinances of the City of Key West, Florida.

Request: An addition of a new master bedroom and bath located at the rear of an existing structure.
Applicant: Pike Architects
Owner: Brian J. Sawyer
Location: 1302 Flagler Avenue (RE # 00059730-000000; AK # 1060208)
Zoning: Single Family (SF) Zoning District

Background:

The existing multi-family structure is located within the front and rear yard setback requirements permitted in the SF zoning district. The project began prior to obtaining variance approval. The request is to complete the proposed addition of a master bedroom and bath at the rear of the existing multi-family structure.



Relevant SF Zoning District Dimensional Requirements: Code Section 122-238				
Dimensional Requirement	Required/ Allowed	Existing	Proposed	Change / Variance Required?
Maximum density	8 dwelling units per acre	2 unit	2 unit	No change
Maximum floor area ratio	n/a	n/a	n/a	n/a
Maximum height	25 feet	-	-	No change
Maximum building coverage	35%	29.7% (1831)	37.8% (2331)	Variance Required
Maximum impervious surface	50%	37.9% (2338)	46.2% (2844)	Conforming
Minimum lot size	6,000 SF	6,160 SF	6,160 SF	Conforming
Minimum front setback	30 feet	22'9" feet	22'9" feet	No change
Minimum right side setback	5 feet	5 feet	5 feet	Conforming
Minimum left side setback	5 feet	6'-11" feet	6'-11" feet	Conforming
Minimum rear setback (Existing Structure)	25 feet	5'1" feet	5'1" feet	No change
Minimum rear setback (Proposed Addition)	25 feet	19'-1"	6'-3" feet	Variance Required

Process:

Development Review Committee Meeting:

June 5, 2014

Planning Board Meeting:

August 21, 2014

Analysis – Evaluation for Compliance With The Land Development Regulations:

The criteria for evaluating a variance are listed in Section 90-395 of the City Code. The Planning Board before granting a variance must find all of the following:

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

The existing structure is legally nonconforming to front and rear yard setbacks. However, legally nonconforming site characteristics are not uncommon in the City, and therefore do not generate the existence of special conditions or circumstances.

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

The nonconforming rear yard setback is not a condition created by the applicant, nor does it result from the action or negligence of the applicant. However, the request for variances is generated from specific actions initiated by the applicant since the applicant is requesting to complete the proposed addition of a master bedroom and bath at the rear of the existing multi-family structure. This addition triggers the increase in building coverage and further encroachment into the rear setback.

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

Section 122-27 of the Land Development Regulations discourages the expansion of site nonconformities. Therefore, expanding into the rear yard setback would confer special privileges upon the applicant.

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

The applicant currently has existing use of the site without the variance approval. Therefore, hardship conditions do not exist. Denial of the requested variance would not deprive the Applicant of rights commonly enjoyed by other properties in the SF Zoning District.

5. **Only minimum variance granted. That the variance granted is the minimum variance that will make possible the reasonable use of the land, building, or structure.**

The variance requested is not the minimum required that will make possible the reasonable use of the land, building, or structure. However, they are the minimum necessary to accommodate the request.

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

It does not appear that granting of the variance will be injurious to the area involved or otherwise detrimental to the public interest or welfare.

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

Existing non-conforming uses of other properties, use of neighboring lands, structures, or buildings in the same district, or other zoning districts, are not the basis for this request.

Concurrency Facilities and Other Utilities or Service (Section 108-233):

Based on comments received at the DRC, it does not appear that the requested variance will trigger any public facility capacity issues.

The Planning Board shall make factual findings regarding the following:

That the standards established by Section 90-395 of the City Code have been met by the applicant for a variance.

The standards established by Section 90-395 of the City Code have not been fully met by the applicant for the variances requested.

That the applicant has demonstrated a "good neighbor policy" by contacting or attempting to contact all noticed property owners who have objected to the variance application, and by addressing the objections expressed by these neighbors.

The Planning Department has not received any public comment for the variance request as of the date of this report.

RECOMMENDATION:

Based on the criteria established by the Comprehensive Plan and the Land Development Regulations, the Planning Department recommends the request for variance be **denied**. However, if the Planning Board approves this request, staff would like to require the following conditions:

General Conditions:

1. The proposed development shall be consistent with the plans signed and sealed April 28, 2014 by Peter Pike, Registered Architect. No approval granted for any other work or improvements shown on the plans other than the master bedroom and bathroom addition at the rear of the existing structure.
2. No approval granted for an additional dwelling unit. Only two legal non-transient units exist on site.

Condition to be completed prior to the issuance of certificate of occupancy:

3. Stormwater treatment swale shall be provided and maintained.

Draft Resolution

**PLANNING BOARD
RESOLUTION NO. 2014-**

A RESOLUTION OF THE CITY OF KEY WEST PLANNING BOARD GRANTING WITH CONDITIONS AFTER THE FACT VARIANCES TO MAXIMUM BUILDING COVERAGE AND REAR YARD SETBACKS ON PROPERTY LOCATED AT 1302 FLAGLER AVENUE (RE # 00059730-000000; AK # 1060208) IN THE SINGLE FAMILY (SF) ZONING DISTRICT PURSUANT TO SECTIONS 90-395, 122-238(4)A and 122-238(6)A.3. OF THE LAND DEVELOPMENT REGULATIONS OF THE CODE OF ORDINANCES OF THE CITY OF KEY WEST, FLORIDA.

WHEREAS, the applicant proposes to finish construction of an addition of a new master bedroom and bath located at the rear of an existing structure on the property located at 1302 Flagler Avenue (RE # 00059730-000000; AK # 1060208); and

WHEREAS, the existing multi-family residence is a non-contributing structure; and

WHEREAS, the structure is located within the front and rear yard setback requirements as permitted in the SF zoning district; and

WHEREAS, Section 122-238 of the Land Development Regulations (the "LDRs") of the Code of Ordinances (the "Code") of the City of Key West, Florida (the "City") provides that the maximum building coverage is 35% and minimum rear yard setback is 25 feet; and

WHEREAS, the proposed building coverage is 37.8% and rear yard setback is 6 ½ inches; and

WHEREAS, the applicant requests variances to maximum building coverage and rear yard setback; and

WHEREAS, this matter came before the Planning Board at a duly noticed public hearing

on August 21, 2014; and

WHEREAS, the Planning Board finds that special conditions and circumstances exist which are peculiar to the land, structure, or building involved and which are not applicable to other land, structures or buildings in the same district; and

WHEREAS, the Planning Board finds that the special conditions do not result from the action or negligence of the applicant; and

WHEREAS, the Planning Board finds that granting the variances requested will not confer upon the applicant any special privileges denied by the land development regulations to other lands, buildings or structures in the same zoning district; and

WHEREAS, the Planning Board finds that literal interpretation of the provisions of the land development regulations would deprive the applicant of rights commonly enjoyed by other properties in this same zoning district under the terms of this ordinance and would work unnecessary and undue hardship on the applicant; and

WHEREAS, the Planning Board finds that the variances granted are the minimum variances that will make possible the reasonable use of the land, building or structure; and

WHEREAS, the Planning Board finds that the granting of the variances will be in harmony with the general intent and purpose of the land development regulations and that such variances will not be injurious to the area involved or otherwise detrimental to the public interest or welfare; and

WHEREAS, the Planning Board finds that no nonconforming use of neighboring lands, structures, or buildings in the same district, and no permitted use of lands, structures or buildings in other districts are grounds for the issuance of the requested variances; and

WHEREAS, the Planning Board finds that the applicant has demonstrated a “good neighbor policy” by contacting or attempting to contact all noticed property owners who have objected to the variance application, and by addressing the objections expressed by these neighbors.

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. An approval by Resolution of the Key West Planning Board for variances to allow the addition of a new master bedroom and bath located at the rear of an existing structure per the attached plans signed and sealed on April 28, 2014 by Peter Pike, Registered Architect, on property located at 1302 Flagler Avenue (RE # 00059730-000000; AK # 1060208) in the SF Zoning District pursuant to Section 90-395, Sections 122-238(4)a and 122-238(6)a.3. of the City of Key West Land Development Regulations with the following conditions:

General Conditions:

1. The proposed development shall be consistent with the plans signed and sealed April 28, 2014 by Peter Pike, Registered Architect. No approval granted for any other work or improvements shown on the plans other than the master bedroom and bathroom addition at the rear of the existing structure.
2. No approval granted for an additional dwelling unit. Only two legal non-transient units exist on site.

Condition to be completed prior to the issuance of certificate of occupancy:

3. Stormwater treatment swale shall be provided and maintained.

Section 3. It is a condition of these variances that full, complete and final application for all conditions of this approval for any use and occupancy for which these variances are wholly or

partly necessary, shall be submitted in their entirety within two years after the date hereof; and further, that no application shall be made after expiration of the two-year period without the applicant obtaining an extension from the Planning Board and demonstrating that no change of circumstances to the property or its underlying zoning has occurred.

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

Section 5. These variances do not constitute a finding as to ownership or right to possession of the property, and assumes, without finding, the correctness of applicant's assertion of legal authority respecting the property.

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

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

_____ Chairman
_____ Planning Director

the appeal is resolved by agreement or order.

Read and passed on first reading at a regularly scheduled meeting held this 21st day of August 2014.

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

Richard Klitenick, Planning Board Chairman

Date

Attest:

Donald Leland Craig, AICP, Planning Director

Date

Filed with the Clerk:

Cheryl Smith, City Clerk

Date

_____ Chairman

_____ Planning Director

Application

AFTER THE FACT



Application For Variance

City of Key West, Florida • Planning Department

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

Application Fee: \$1,150.00 / After-the-Fact: \$2,150.00
(includes \$100.00 advertising/noticing fee and \$50.00 fire review fee)

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

PROPERTY DESCRIPTION:

Site Address: 1302 FLAGLER AVE.

Zoning District: (SF) SINGLE FAMILY Real Estate (RE) #: _____

Property located within the Historic District? Yes No

APPLICANT: Owner Authorized Representative

Name: PIKE ARCHITECTS,

Mailing Address: 471 US HIGHWAY #1 SUITE 101

City: KEY WEST State: FLORIDA Zip: 33040

Home/Mobile Phone: 305-296-1692 Office: 296-1692 Fax: 296-4106

Email: pparchkw@aol.com.

PROPERTY OWNER: (if different than above)

Name: BRIAN J SAWYER

Mailing Address: 1302 FLAGLER AVE

City: KEY WEST State: FL. Zip: 33040

Home/Mobile Phone: _____ Office: _____ Fax: _____

Email: _____

Description of Proposed Construction, Development, and Use: NEW EXTERIOR ADDITION
- MASTER BEDROOM AND BATH -

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

AFTER THE FACT: BUILDING COVERAGE PROPOSED AT
37.8% - WHERE 35% IS ALLOWED - REAR SETBACK
VARIANCE - 6.5' PROPOSED 25' IS ALLOWED.

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

If yes, please describe and attach relevant documents: _____

Standards for Considering Variances

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

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

AN EXISTING REAR SETBACK OF 5.15' EXISTS
APPLICANT IS NOT EXCEEDING THIS

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

THE EXISTING SETBACK WAS IN PLACE PRIOR TO
APPLICANT ACQUIRING THE PROPERTY;

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

NO SPECIAL PRIVILEGES EXIST. SIMILAR CONDITIONS
EXIST IN ZONING DISTRICT.

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

THE EXISTING STRUCTURE IS SITUATED ON PROPERTY
THAT LEAVES THE APPLICANT WITH A HARDSHIP.

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

THIS APPLICATION REFLECTS THE MINIMUM VARIANCE
REQUIRED.

Verification

City of Key West
Planning Department



Verification Form
(Where Owner is the applicant)

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

1302 Flagler Ave Key West FL 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.

[Signature]
Signature of Owner

Subscribed and sworn to (or affirmed) before me on this April 7, 2014 by
date

Brian J Sawyer
Name of Owner

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

[Signature]
Notary's Signature and Seal

[Notary Seal]
Name of Notary Public, typed, printed or stamped

Commission Number, if any

**City of Key West
Planning Department**



Verification Form

(Where Authorized Representative is an individual)

I, Seth Neal, 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:

1302 Flagler Ave, Key West FL
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.

Seth Neal
Signature of Authorized Representative

Subscribed and sworn to (or affirmed) before me on this Aug 8/14 by
Seth Neal
Name of Authorized Representative

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

EAS
Notary's Signature and Seal

E. Stenning
Name of Acknowledger typed, printed or stamped

FF012833
Commission Number, if any



Authorization

City of Key West
Planning Department



Peter

Authorization Form
(Individual Owner)

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

I, Brian J Sawyer authorize
Please Print Name(s) of Owner(s) (as appears on the deed)

PETER PIKE - SETH NEIL - PIKE ARCHITECTS INC.
Please Print Name of Representative

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

[Signature]
Signature of Owner

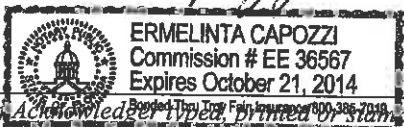
Signature of Joint/Co-owner if applicable

Subscribed and sworn to (or affirmed) before me on this April 7, 2014 by
date

BRIAN J. SAWYER,
Name of Authorized Representative

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

[Signature]
Notary's Signature and Seal



Name of Acknowledger Typed, Printed or Stamped

Commission Number, if any

Deed

Return to:
Name THE CLOSING DEPARTMENT, INC.
Address 3432 DUCK AVENUE
KEY WEST, FL. 33040

This Instrument Prepared by: DEBORAH CONDELLA
Address: 3432 DUCK AVENUE
KEY WEST, FL. 33040

\$250,000.00

Warranty Deed

Wherever used herein, the term "party" shall include the heirs, personal representatives, successors and/or assigns of the respective parties hereto; the use of the singular shall include the plural, and the plural the singular; the use of any gender shall include all genders; and, if used, the term "note" shall include all the notes herein described if more than one

Made this 16th day of FEBRUARY A. D. 2011,

Between, **MARGARETE DINGELDEIN, a single man**

Whose address is 5195 Cortez Court, Delray Beach, FL 33484
the County of in the State of Florida, party of the first part, and

BRIAN J. SAWYER

Whose address is 1107 Key Plaza, Suite 263, Key West, FL 33040
the County of Monroe, in the State of Florida, party of the second part,

Witnesseth, that the said party of the first part, for and in consideration of the sum of TEN AND NO/100 (\$10.00) DOLLARS AND OTHER GOOD AND VALUABLE CONSIDERATION ----- Dollars to him in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, has granted, bargained and sold to the said party of the second part his heirs and assigns forever, the following described land, situate lying and being in the County of Monroe State of Florida, to wit:

Lot 12, EAST MARTELLO TOWERS, a subdivision of Tract 28, KeyWest, as recorded in Plat Book 2, Page 47, Monroe County, Florida Public Records.

GRANTOR HEREIN WARRANTS AND REPRESENTS THAT THE LAND CONVEYED IN THIS WARRANTY DEED IS NOT HER HOMESTEAD, NOR THE HOMESTEAD OF ANY MEMBER OF HER FAMILY AS DEFINED BY THE LAWS OF THE STATE OF FLORIDA.

SUBJECT TO taxes for the year 2011 and subsequent years.

SUBJECT TO easements, restrictions and reservations of record, but this reference thereto shall not operate to reimpose same.

Parcel Identification Number: 00059730-000000

Alternate Key Number: 1060208

And the said party of the first part does hereby fully warrant the title to said land, and will defend the same against the lawful claims of all persons whomsoever.

In Witness Whereof, the said party of the first part has hereunto set his hand and seal the day and year first above written.

Signed, Sealed and Delivered in Our Presence:

Witnesses:

#1 [Signature]
 Printed [Signature]

#2 [Signature]
 Printed ARJUNAN SAKAM

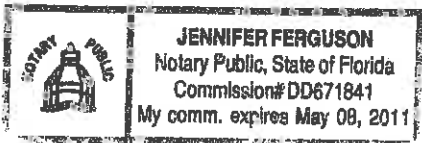
Margarete Dingedein L.S.
 MARGARETE DINGEEDIN

State of Florida

County of Palm Beach

The foregoing instrument was acknowledged before me this February 14, 2010, by **MARGARETE DINGEEDIN**, who is/are personally known to me or who has/have produced [Signature] as identification and who did (did not) take an oath.

[Signature]
 NOTARY PUBLIC
 SEAL:



CD-3676



WESTCOR
LAND TITLE INSURANCE COMPANY

ALTA - COMMITMENT FOR TITLE INSURANCE

ISSUED BY

**WESTCOR LAND
TITLE INSURANCE COMPANY**

WESTCOR LAND TITLE INSURANCE COMPANY, a California corporation, herein called the Company for a valuable consideration, hereby 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 covered hereby in the land described or referred to in Schedule A, upon payment of the premiums and charges therefor, all subject to the provisions of Schedules A and B and to the Conditions and Stipulations hereof.

The 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 hereof by the Company, either at the time of the issuance of this Commitment or by subsequent endorsement.

This Commitment is preliminary to the issuance of such policy or policies of title insurance and all liability and obligations hereunder shall cease and terminate six (6) months after the effective date hereof or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue such policy or policies is not the fault of the Company.

Signed under seal for the Company, but this Commitment shall not be valid or binding until it bears an authorized Countersignature.

IN WITNESS WHEREOF, WESTCOR LAND TITLE INSURANCE COMPANY has caused its corporate name and seal to be hereunto affixed and by these presents to be signed in facsimile under authority of its by-laws, effective as of the date of Commitment shown in Schedule A.

Issued By: FL1189 *
The Closing Department, Inc.

3432 Duck Ave.
Key West, FL 33040

WESTCOR LAND TITLE INSURANCE COMPANY



By: Mary O'Donnell
President

Attest: Patricia W. Bower
Secretary

CONDITIONS AND STIPULATIONS

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 acquires 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 thereon 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 and Stipulations.
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, the Exclusions from Coverage and the Conditions and Stipulations 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. Any action or actions or rights of action that the proposed Insured may have or may bring against the Company 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.

COMMITMENT

Schedule A

County: **MONROE**

STATE ABBREVIATION FL	FILE NUMBER CD-3676	REINSURANCE NUMBER	LOAN AMOUNT \$
COMMITMENT NUMBER		EFFECTIVE DATE & TIME December 8, 2010 at 8:00 A.M.	OWNERS AMOUNT \$ 250,000.00
			OTHER AMOUNT

1. Policy or Policies to be issued:
ALTA LOAN (10-17-92) (Florida Modified)
Proposed Insured:

ALTA OWNER'S (10-17-92) (Florida Modified)
Proposed Insured:

BRIAN SAWYER

2. The estate or interest in the land described or referred to in the Commitment and covered herein is:

FEE SIMPLE

and is at the effective date hereof vested in:

MARGARETE DINGELDEIN

3. The land referred to in this commitment is described as follows:

Lot 12, EAST MARTELLO TOWERS, a subdivision of Tract 28, Key West, as recorded in Plat Book 2, Page 47, Monroe County, Florida Public Records.



Countersigned Authorized Signatory

Issued By:
The Closing Department, Inc.
3432 Duck Avenue
Key West, FL 33040

NOTE: This Commitment consists of insert pages labeled in Schedule A, Schedule B-Section 1, and Schedule B-Section 2. This commitment is of no force and effect unless all schedules are included.

COMMITMENT

Schedule B - Section 1

Commitment Number:

File Number: CD-3676

Requirements

The following are the requirements to be complied with:

- A) Pay the agreed amounts for the interest in the land and/or the mortgage to be insured.
- B) Pay us the premiums, fees and charges for the policy.
- C) Documents satisfactory to us creating the interest in the land and/or the mortgage to be insured must be signed, delivered and recorded:

Warranty Deed from Margarete Dingeldein, a single woman, to Brian Sawyer, martial status recited, conveying the land described in Schedule A of this Commitment.

Purchase Money Mortgage from Brian Sawyer, martial status recited, to Margarete Dingeldein, a single woman, in the original principal amount of \$ 230,000.00, encumbering the land described in Schedule A of this Commitment.

- D) You must tell the Company in writing the name of anyone not referred to in this Commitment who will acquire an interest in the land or who will make a loan on the land. We may then make additional requirements or exceptions.
- E) A search commencing with the effective date of this commitment will be performed prior to the closing of this transaction. If this search reveals a title defect or other objectionable matter, an endorsement will be issued requiring that this defect or objection be cleared on or prior to closing.

COMMITMENT

Schedule B - Section 2

Commitment Number:

File Number: CD-3676

Exceptions

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 the Company.

1. Rights or claims of parties in possession of the land not shown by the public record.
2. Easements, or claims of easements, not shown by the public record.
3. Any encroachment, easements, measurements, area, content, party walls or other facts which a correct survey of the premises would show.
4. Any liens on your title, arising now or later, for labor and material, not shown by the public record.
5. The lien of all taxes for the year 2011 and thereafter.
6. State Law under Chapter 27F-15 of the Florida Administrative Code for Land Planning for the City of Key West Area of Critical State Concern, recorded in Official Record Book 906, Page 200, of the Public Records of Monroe County, Florida.
7. City Ordinance No. 81-43, which provides for the assessment and the collection of solid waste in the City of Key West, Florida.
8. Sewer Charges for the City of Key West, Florida.
9. The effect of Municipal Zoning Ordinances and the results of the exercise of governmental police powers of the City of Key West, Monroe County, Florida.
10. This Policy does not insure against impact fees imposed by the City of Key West in the State of Florida, or by Utility Companies, operating in Key West, Florida because of undiscovered or unclaimed units on the subject property.
11. Restrictions imposed on property lying within the Historical Preservation Area of the City of Key West (Subject premises are within this area.)

Return to:
Name THE CLOSING DEPARTMENT, INC.
Address 3432 DUCK AVENUE
KEY WEST, FL. 33040

This Instrument Prepared by: DEBORAH CONDELLA
Address: 3432 DUCK AVENUE
KEY WEST, FL. 33040

\$250,000.00

Warranty Deed

Wherever used herein, the term "party" shall include the heirs, personal representatives, successors and/or assigns of the respective parties hereto; the use of the singular shall include the plural, and the plural the singular; the use of any gender shall include all genders; and, if used, the term "note" shall include all the notes herein described if more than one

Made this 16th day of FEBRUARY A. D. 2011,

Between, **MARGARETE DINGELDEIN, a single man**

Whose address is 5195 Cortez Court, Delray Beach, FL 33484
the County of in the State of Florida, party of the first part, and

BRIAN J. SAWYER

Whose address is 1107 Key Plaza, Suite 263, Key West, FL 33040
the County of Monroe, in the State of Florida, party of the second part,

Witnesseth, that the said party of the first part, for and in consideration of the sum of TEN AND NO/100 (\$10.00) DOLLARS AND OTHER GOOD AND VALUABLE CONSIDERATION ----- Dollars to him in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, has granted, bargained and sold to the said party of the second part his heirs and assigns forever, the following described land, situate lying and being in the County of Monroe State of Florida, to wit:

Lot 12, EAST MARTELLO TOWERS, a subdivision of Tract 28, KeyWest, as recorded in Plat Book 2, Page 47, Monroe County, Florida Public Records.

GRANTOR HEREIN WARRANTS AND REPRESENTS THAT THE LAND CONVEYED IN THIS WARRANTY DEED IS NOT HER HOMESTEAD, NOR THE HOMESTEAD OF ANY MEMBER OF HER FAMILY AS DEFINED BY THE LAWS OF THE STATE OF FLORIDA.

SUBJECT TO taxes for the year 2011 and subsequent years.

SUBJECT TO easements, restrictions and reservations of record, but this reference thereto shall not operate to reimpose same.

Parcel Identification Number: 00059730-000000

Alternate Key Number: 1060208

And the said party of the first part does hereby fully warrant the title to said land, and will defend the same against the lawful claims of all persons whomsoever.

In Witness Whereof, the said party of the first part has hereunto set his hand and seal the day and year first above written.

Signed, Sealed and Delivered in Our Presence:

Witnesses:

#1 [Signature]
Printed JENNIFER FERGUSON

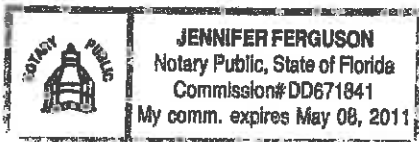
Margarete Dingeldein L.S.
MARGARETE DINGEEDIN

#2 [Signature]
Printed ARJUNAN SAKAM

State of Florida

County of Palm Beach

The foregoing instrument was acknowledged before me this February 14, 2010, by **MARGARETE DINGEEDIN**, who is/are personally known to me or who has/have produced [Signature] as identification and who did (did not) take an oath.



[Signature]
NOTARY PUBLIC
SEAL:

CD-3676

Prepared by and Return to:
The Closing Dept., Inc.
3432 Duck Avenue
Key West, Florida 33040

This Mortgage Deed

(Wherever used herein, the terms "mortgagor" and "mortgagee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations; and the term "note" includes all the notes herein described if more than one. Wherever used the singular number shall include the plural and the plural the singular, and the use of any gender shall include all genders.)

Executed the 16th day of February A. D. 2011 by **BRIAN J. SAWYER**, a _____ man, hereinafter called the Mortgagor, to **MARGARETE DINGELDEIN**, a single woman, hereinafter called the Mortgagee,

Witnesseth that for divers good and valuable considerations and also in consideration of the aggregate sum named in the promissory note of even date herewith, hereinafter described, the said Mortgagor, does grant, bargain, sell alien, remise, release, convey and confirm unto the said Mortgagee, in fee simple, all that certain tract of land, of which the said Mortgagor is now seized and possessed, and in actual possession, situate in Monroe County, State of Florida, described as follows

Lot 12, EAST MARTELLO TOWERS, a subdivision of Tract 28, Key West, as recorded in Plat Book 2, Page 47, Monroe County, Florida Public Records.

Property Address: 1302 Flagler Avenue, Key West, Florida 33040

THIS PROPERTY IS NOT THE HOMESTEAD PROPERTY OF THE MORTGAGOR, NOR CONTIGUOUS TO HOMESTEAD PROPERTY, AS DEFINED BY THE LAWS OF THE STATE OF FLORIDA.

THIS IS A FIRST MORTGAGE.

To Have and to Hold the same, together with the tenements, hereditaments and appurtenances, unto the said Mortgagee in fee simple

And said Mortgagor does covenant with said Mortgagee that said Mortgagor is indefeasibly seized of said land in fee simple; that the said Mortgagor has full power and lawful right to convey said land in fee simple as aforesaid; that said land is free from all encumbrances that said Mortgagor will make such further assurances to perfect the fee simple title to said land in said Mortgagee as may reasonably be required; and that said Mortgagor does hereby fully warrant the title to said land and will defend the same against the lawful claims of all persons whomsoever.

Provided always, that if said Mortgagor shall pay unto the said Mortgagee the certain promissory note of which following in words and figures is a true copy, to wit:

SEE ATTACHED PROMISSORY NOTE

and shall perform, comply with and abide by each and every the stipulations, agreements, conditions and covenants of said promissory note and of this deed, when this deed and the estate hereby created shall cease and be null and void.

And the said Mortgagor hereby covenants and agrees:

1. To pay all and singular the principal and interest and other sums of money payable by virtue of said promissory note and this deed, or either, promptly on the days respectively the same severally come due.

2. To pay all and singular the taxes, assessments, levies, liabilities, obligations and encumbrances of every nature on said described property each and every, and if the same be not promptly paid the said Mortgagee may at any time pay the same without waiving or affecting the option to foreclose or any right hereunder, and every payment so made shall bear interest from the date thereof at the maximum rate permissible under the laws of the State of Florida.

3. To pay all and singular the costs, charges and expenses, including lawyer's fees, reasonably incurred or paid at any time by said Mortgagee because of the failure on the part of the said Mortgagor to perform, comply with and abide by each and every the stipulations, agreements, conditions and covenants of said promissory note and this deed, or either, and every such payment shall bear interest from date at the maximum rate permissible under the laws of the State of Florida.

4. To keep the building now or hereafter on said land insured in a sum not less than the amount of this mortgage or the highest insurable value, in a company or companies to be approved by said Mortgagee and the policy or policies held by and payable to said Mortgagee, and in the event any sum of money becomes payable under such policy or policies the Mortgagee shall have the option to receive and apply the same on account of the indebtedness hereby secured or to permit the Mortgagor to receive and use it, or any part thereof, for other purposes, without thereby waiving or impairing any equity lien or right under or by virtue of this mortgage, and may place and pay for such insurance or any part thereof, without waiving or affecting the option to foreclose or any right hereunder, and each and every such payment shall bear interest from date at the maximum rate permissible under the laws of the State of Florida.

5. To permit, commit or suffer no waste, impairment or deterioration of said property or any part thereof.

6. To perform, comply with and abide by each and every the stipulations, agreements, conditions and covenants in said promissory note and in this deed set forth.

7. If any of said sums of money herein referred to be not promptly and fully paid within **THIRTY (30) days** next after the same severally become due and payable, or if each and every the stipulations, agreements, conditions and covenants of said promissory note and this deed or either, are not duly performed, complied with and abided by, the said aggregate sum mentioned in said promissory note then remaining unpaid shall become due and payable forthwith or thereafter at the option of the Mortgagee as fully and completely as if the said aggregate sum of the remaining unpaid balance of principal and interest dollars was originally stipulated to be paid on such day, anything in said promissory note or herein to the contrary notwithstanding.

8. The Mortgagee may, at any time while a suit is pending to foreclose or to reform this mortgage or to enforce any claims arising hereunder, apply to the court having jurisdiction thereof for the appointment of a receiver, and such court shall forthwith appoint a receiver of the premises and all other property covered hereby including all and singular the income, profits, rents, issues and revenues from whatever source derived, and such receiver shall have all the broad and effective functions and powers in anywise entrusted by a court to a receiver and such appointment shall be made by such court as an admitted equity and a matter of absolute Right to said Mortgagee, and without reference to the adequacy or inadequacy of the value of the property mortgaged or to the solvency or insolvency of said Mortgagor or the defendants, and such income, profits, rents, issues and revenues shall be applied by such receiver according to the lien of this mortgage and the practice of such court.

9. If the Mortgagor should convey the property, or any interest therein, to any other party, the entire principal and interest hereon, and any payments which may have been made by the Mortgagee for insurance, taxes, assessments, expenses, attorney's fees or otherwise, shall at the option of the Mortgagee become immediately due and payable without further notice, and this mortgage may be foreclosed in the manner and with the same effect as if each and every of the said indebtedness had otherwise matured.

In Witness Whereof the said Mortgagor hereunto sets his hand and seal the day and year first above written.

Signed Sealed and Delivered in Presence of:

[Signature]
1 WITNESS:

[Signature] L.S
BRIAN J. SAWYER

[Signature]
#2 WITNESS:

State of FLORIDA
County of BREVARD

I, an officer authorized to take acknowledgments of deeds according to the laws of the State of Florida, duly qualified and acting, **HEREBY CERTIFY** that **BRIAN J. SAWYER**, to me personally known, this day acknowledged before me that he executed the foregoing mortgage, and **FURTHER CERTIFY** that I know the said person making said acknowledgment to be the individual described in and who executed the said mortgage.

In Witness Whereof, I hereunto set my hand and official seal, said County and State, this 11 day of February A. D. 2011.

[Signature]
Notary Public
Seal:



JAMES JACOBSEN
MY COMMISSION # DD 790623
EXPIRES: July 7, 2012
Bonded Thru Budget Notary Services

CD-3676

PROMISSORY NOTE

\$230,000.00

Key West, Monroe County, Florida
Interest on this Note begins on
February 16, 2011.

FOR VALUE RECEIVED, the undersigned, jointly and severally, promises to pay to the order of MARGARETE DINGLEDEIN, at **5195 Cortez Court, Delray Beach, FL 33484** or at such other place as the holder hereof may designate in writing, the principal sum of **TWO HUNDRED THIRTY THOUSAND AND NO/100 (\$230,000.00) DOLLARS**, with interest at the rate of **FOUR PERCENT (4.00%)** per annum, principal and interest payable in **SIXTY-THREE (63) consecutive monthly installments of FOUR THOUSAND AND 00/100 (\$4,000.00) DOLLARS** each, the first of which said installments shall become due and payable on the **18th day of March 2011**, and **ONE (1)** of each said installments shall fall due and payable on the **18th day** of each and every consecutive calendar month thereafter until the **SIXTY FOURTH (64th)** and final installment of principal and interest in the amount of **THREE THOUSAND SEVEN HUNDRED SIXTY TWO AND 63/100 (\$3,762.63)**, shall become due and payable. Each installment shall be applied first to accrued interest with balance to reduction of principal. The right is reserved to the maker hereof to prepay same, or any part thereof, without penalty and with corresponding abatement of interest

It is agreed that time is of the essence of this note and that in the event of default for a period of **FIFTEEN (15) days** in the payment of any of the monthly installments above mentioned, the holders of this note may, at his option, elect to declare the entire balance of principal then remaining unpaid as immediately due and payable, and thereupon the right of the makers of this note to pay the same in installment payments shall immediately cease and determine. All interest accrued thereafter shall be increased to the maximum rate permissible under the laws of the State of Florida.

The makers and endorsers of this note hereby agree to waive demand, notice of nonpayment and protest, and in case suit shall be brought for the collection hereof, or the same has to be collected upon demand of an attorney, to pay reasonable attorney's fees for making such collection, and/or for attorney's fees and costs incurred by the payee or holder hereof in prosecuting or defending litigation to effect collection. **Any installment paid in arrears of date due shall be subject to penalty at the rate of FIVE (5%) PERCENT, payable on demand.**

Failure by payee or holder to exercise any right available hereunder shall not constitute a waiver of the right to exercise same in the event of any subsequent default.

This promissory note is secured by the lien of a mortgage deed upon real estate situated in the State of Florida, and it, together with the mortgage deed securing same, is to be construed in accordance with the laws of the State of Florida.

Dated: February 11, 2011



BRIAN J. SAWYER

A. Settlement Statement

U.S. Department of Housing
and Urban Development

OMB Approval No. 2502-0265

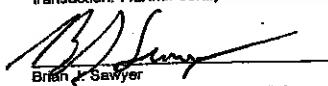


B. Type of Loan				6. File Number	7. Loan Number	8. Mortgage Insurance Case Number	
1. <input type="checkbox"/> FHA	2. <input type="checkbox"/> RHS	3. <input type="checkbox"/> Conv. Unins.		CD-3876			
4. <input type="checkbox"/> VA	5. <input type="checkbox"/> Conv. Ins.						
C. Note: This form is furnished 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 information purposes and are not included in the totals.							
D. Name and Address of Borrower				E. Name and Address of Seller		F. Name and Address of Lender	
Brian J. Sawyer 1302 Flagler Avenue Key West, FL 33040				Margarete Dingeldein 5195 Cortez Court Del Ray Beach, FL 33484			
G. Property Location				H. Settlement Agent			
1302 Flagler Avenue Key West, FL 33040				THE CLOSING DEPARTMENT, INC.			
Monroe				Place of Settlement		I. Settlement Date	
				3432 Duck Avenue Key West, Florida 33040		02/18/11	
J. SUMMARY OF BORROWER'S TRANSACTION:				K. SUMMARY OF SELLER'S TRANSACTION:			
100. GROSS AMOUNT DUE FROM BORROWER				400. GROSS AMOUNT DUE TO SELLER			
101. Contract sales price			250,000.00	401. Contract sales price			250,000.
102. Personal property				402. Personal property			
103. Settlement charges to borrower (line 1400)			1,418.00	403.			
104.				404.			
105.				405.			
Adjustments for items paid by seller in advance				Adjustments for items paid by seller in advance			
106. City/town taxes		to		406. City/town taxes		to	
107. County taxes		to		407. County taxes		to	
108. Assessments		to		408. Assessments		to	
109.				409.			
110.				410.			
111.				411.			
112.				412.			
120. GROSS AMOUNT DUE FROM BORROWER			251,418.00	420. GROSS AMOUNT DUE TO SELLER			250,000.
200. AMOUNTS PAID BY OR IN BEHALF OF BORROWER				500. REDUCTIONS IN AMOUNT TO SELLER			
201. Deposit or earnest money			5,000.00	501. Excess Deposit (see instructions)			
202. New Loan and Note			230,000.00	502. Settlement charges to seller (line 1400)			3,805.
203. Existing loan(s) taken subject to				503. Existing loans taken subject to			
204.				504. Payoff of first mortgage loan			
205. Additional Escrow Deposit			15,000.00	505. Payoff of second mortgage loan			
206.				506. New Loan and Note			230,000
207.				507.			
208.				508.			
209.				509.			
Adjustments for items unpaid by seller				Adjustments for items unpaid by seller			
210. City/town taxes		to		510. City/town taxes		to	
211. County taxes		01/01 to 02/16	343.37	511. County taxes		01/01 to 02/16	343
212. Assessments		to		512. Assessments		to	
213.				513.			
214.				514.			
215.				515.			
216.				516.			
217.				517.			
218.				518.			
219.				519.			
220. TOTAL PAID BY / FOR BORROWER			250,343.37	520. TOTAL REDUCTION AMOUNT DUE SELLER			234,149
300. CASH AT SETTLEMENT FROM OR TO BORROWER				600. CASH AT SETTLEMENT TO OR FROM SELLER			
301. Gross amount due from borrower (line 120)			251,419.00	601. Gross amount due to seller (line 420)			250,000
302. Less amounts paid by/for borrower (line 220)			250,343.37	602. Less reduction amount due to seller (line 520)			234,149
303. CASH FROM BORROWER			1,075.63	603. CASH TO SELLER			15,850

IN THE EVENT A RE-PRORATION OF THE TAXES IS NECESSARY WHEN THE TAX BILLS FOR 2011 ARE PREPARED, THE PARTIES AGREE TO HANDLE SAID RE-PRORATION BETWEEN THEMSELVES

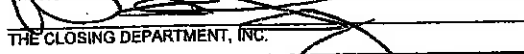
L. SETTLEMENT CHARGES:		File Number: CD-3876			PAID FROM BORROWER'S FUNDS AT SETTLEMENT	PAID FROM SELLER'S FUNDS AT SETTLEMENT
700.	TOTAL SALES/BROKER'S COMMISSION based on price \$	@	=			
Division of commission (line 700) as follows:						
701.	\$	to				
702.	\$	to				
703.	Commission paid at Settlement					
704.						
800.	ITEMS PAYABLE IN CONNECTION WITH LOAN			P.O.C.		
801.	Loan Origination Fee	%				
802.	Loan Discount	%				
803.	Appraisal Fee	to				
804.	Credit Report	to				
805.	Lender's Inspection Fee	to				
806.	Mfg. Ins. Application Fee	to				
807.	Assumption Fee	to				
808.						
809.						
810.						
811.						
812.						
813.						
814.						
815.						
900.	ITEMS REQUIRED BY LENDER TO BE PAID IN ADVANCE					
901.	Interest from	to	@ \$	/day		
902.	Mortgage Insurance Premium		to			
903.	Hazard Insurance Premium		yrs. to			
904.	Windstorm Insurance					
905.	Flood Insurance					
1000.	RESERVES DEPOSITED WITH LENDER FOR					
1001.	Hazard Insurance	mo. @ \$		/ mo.		
1002.	Mortgage Insurance	mo. @ \$		/ mo.		
1003.	City property taxes	mo. @ \$		/ mo.		
1004.	County property taxes	mo. @ \$		/ mo.		
1005.	Annual Assessments	mo. @ \$		/ mo.		
1006.		mo. @ \$		/ mo.		
1007.		mo. @ \$		/ mo.		
1008.	Aggregate Reserve for Hazard/Flood Ins. City/Count					
1100.	TITLE CHARGES					
1101.	Settlement or closing fee	to	THE CLOSING DEPARTMENT, INC.			150.00
1102.	Abstract or title search	to	THE CLOSING DEPARTMENT, INC.			150.00
1103.	Title examination	to				
1104.	Title insurance binder	to				
1105.	Document preparation	to	THE CLOSING DEPARTMENT, INC.		100.00	
1106.	Notary fees	to				
1107.	Attorney's fees	to				
	(Includes above item No:)			
1108.	Title insurance	to	THE CLOSING DEPARTMENT, INC.			1,325.00
	(Includes above item No:)			
1109.	Lender's coverage					
1110.	Owner's coverage	250,000.00	— 1,325.00			
1111.						
1112.						
1113.						
1200.	GOVERNMENT RECORDING AND TRANSFER CHARGES					
1201.	Recording fees	Deed \$ 18.50	; Mortgage \$ 35.50	; Releases \$ 54.00		
1202.	City/county/stamps	Deed \$; Mortgage \$			
1203.	State tax/stamps	Deed \$ 1,750.00	; Mortgage \$ 805.00		805.00	1,750.00
1204.	Intangible Tax	Deed \$; Mortgage \$ 460.00		460.00	
1205.						
1300.	ADDITIONAL SETTLEMENT CHARGES					
1301.	Survey	to				
1302.	Peat inspection	to				
1303.	Sewer on Account 1	City of Key West				262.00
1304.	Sewer on Account 2	City of Key West				168.70
1305.						
1306.						
1307.						
1308.						
1400.	TOTAL SETTLEMENT CHARGES	(enter on lines 103 and 502, Sections J and K)			1,418.00	3,805.60

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.


 Brian J. Sawyer

Margarete Dingeldein

The HUD-1 Settlement Statement which I have prepared is a true and accurate account of this transaction. I have caused or will cause the funds to be disbursed in accordance with this statement.


 THE CLOSING DEPARTMENT, INC.

Date 02.16.11

Bill of Sale

Wherever used herein, the term "party" shall include the heirs, personal representatives, successors and/or assigns of the respective parties hereto; the use of the singular number shall include the plural, and the plural the singular; the use of any gender shall include all genders; and, if used, the term "note" shall include all the notes herein described if more than one.

That **MARGARETE DINGLEDEIN**, party of the first part, for and in consideration of the sum of TEN AND NO/100 (\$10.00) DOLLARS, Lawful money of the United States, to him paid by **BRIAN J. SAWYER**, party of the second part, the receipt whereof is hereby acknowledged, has granted, bargained, sold, transferred and delivered, and by these presents does grant, bargain, sell, transfer and deliver unto the said party of the second part, the following goods and chattels,

AS PER CONTRACT (if existing on property):

Range/Oven; Dishwasher; Disposal; Intercom; Ceiling Fans; Light Fixtures; Rods; Draperies and other Window Treatments; Garage Door Openers; Security Gate and other devices; Refrigerator; Microwave; Washer and Dryer; and Window A/C

ALL OF THE FOREGOING LOCATED ON THE PREMISES KNOWN AS 1302 FLAGLER AVE., KEY WEST, FL 33040

To Have and to Hold the same unto the said party of the second part forever. And he does covenant to and with the said party of the second part that he is the lawful owner of the said goods and chattels; that they are free from all encumbrances; and that he has good right to sell the same as aforesaid, and that he will warrant and defend the sale of said property, good, and chattels hereby made, unto the said party of the second part, against the lawful claims and demands of all persons whomsoever.

In Witness Whereof, he has hereunto set his hand and seal this February 16, 2011.

Signed, Sealed and Delivered in Presence of:

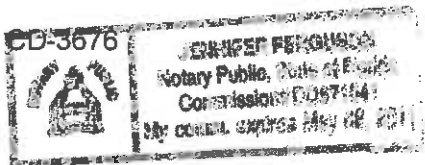
Margarete Dingledein
MARGARETE DINGLEDEIN
d.t.

State of Florida

County of Franklin

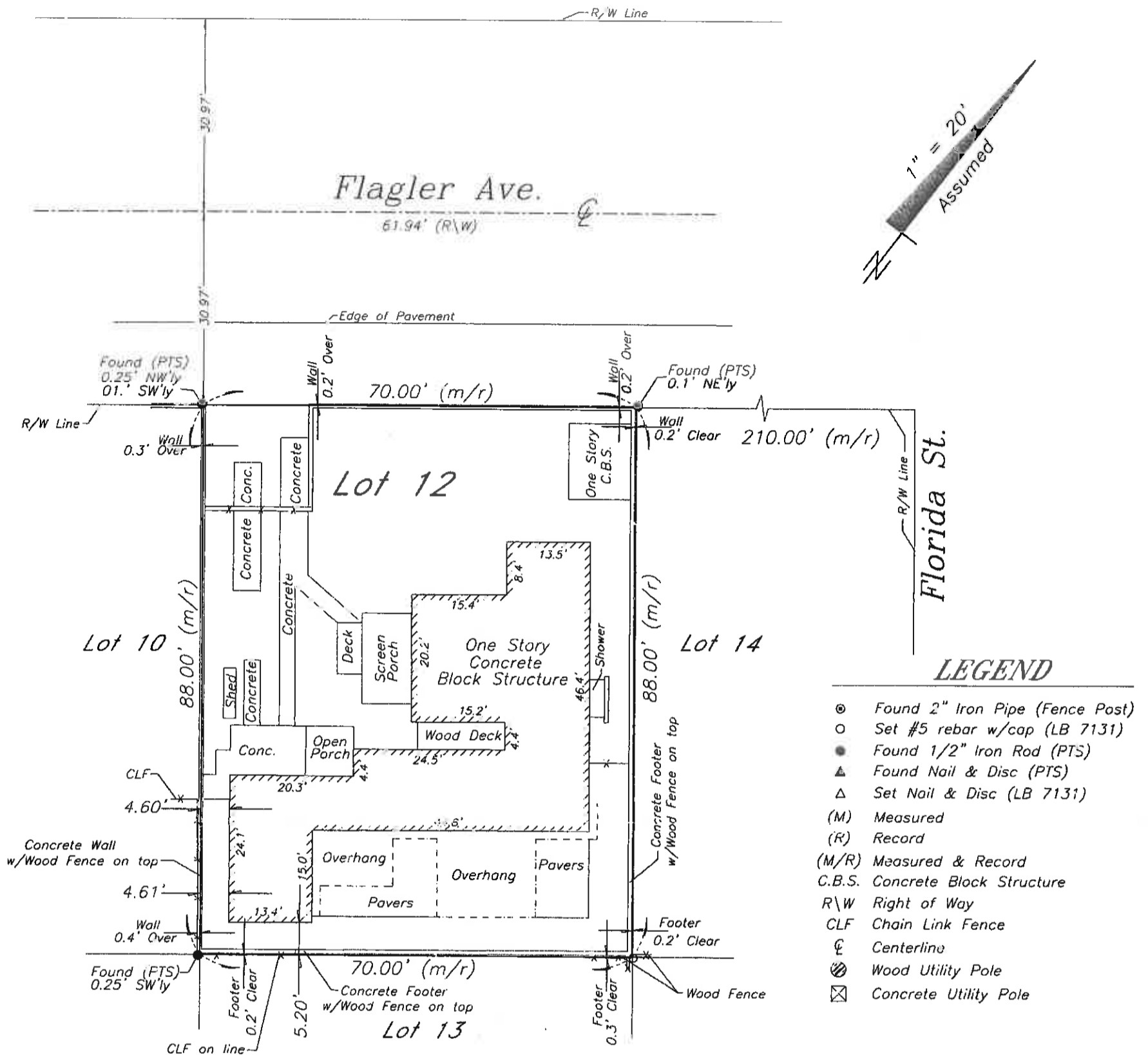
The foregoing instrument was acknowledged before me this February 16, 2010, by **MARGARETE DINGLEDEIN**, who is/are personally known to me or has produced _____ as identification and who did (did not) take an oath.

[Signature]
Notary Signature
Stamp or Seal:



Survey

Boundary Survey Map of Lot 12, of East Martello Towers Island of Key West, Florida



LEGEND

- ⊙ Found 2" Iron Pipe (Fence Post)
- Set #5 rebar w/cap (LB 7131)
- Found 1/2" Iron Rod (PTS)
- ▲ Found Nail & Disc (PTS)
- △ Set Nail & Disc (LB 7131)
- (M) Measured
- (R) Record
- (M/R) Measured & Record
- C.B.S. Concrete Block Structure
- R/W Right of Way
- CLF Chain Link Fence
- ⊕ Centerline
- ⊗ Wood Utility Pole
- ⊠ Concrete Utility Pole

NOTES:

1. The legal description shown hereon was furnished by the client or their agent.
2. Underground foundations and utilities were not located.
3. All angles are 90° (Measured & Record) unless otherwise noted.
4. Street address: 1302 Flagler Ave, Key West, FL.
5. This survey is not valid without the signature and the original raised seal of a Florida licensed surveyor and mapper.
6. Lands shown hereon were not abstracted for rights-of-way, easements, ownership, or other instruments of record.
7. North Arrow is assumed and based on the legal description.
8. Error of closure exceeds one part in 10,000.
9. Date of field work: February 16, 2005.
10. Ownership of fences is undeterminable, unless otherwise noted.

BOUNDARY SURVEY OF: On the Island of Key West and known as Lot 12 of EAST MARTELLO TOWERS, a subdivision of part of Tract 28, according to the plat thereof recorded in Plat Book 2, Page 47 of the Public Records of Monroe County, Florida.

BOUNDARY SURVEY FOR: Robert Rolly;
First American Title Insurance Co.;

NORBY & O'FLYNN SURVEYING, INC.

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

February 18, 2005

NORBY & O'FLYNN
Surveying, Inc.

Professional Land Surveyors
LB No. 7131

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

Site Plans

REVISION:	DATE



PETER PIKE
ARCHITECT
471 US HIGHWAY 1
SUITE 101
KEY WEST FLORIDA
33040

PROJECT:
1302 FLAGLER AVE.
KEY WEST, FL 33040

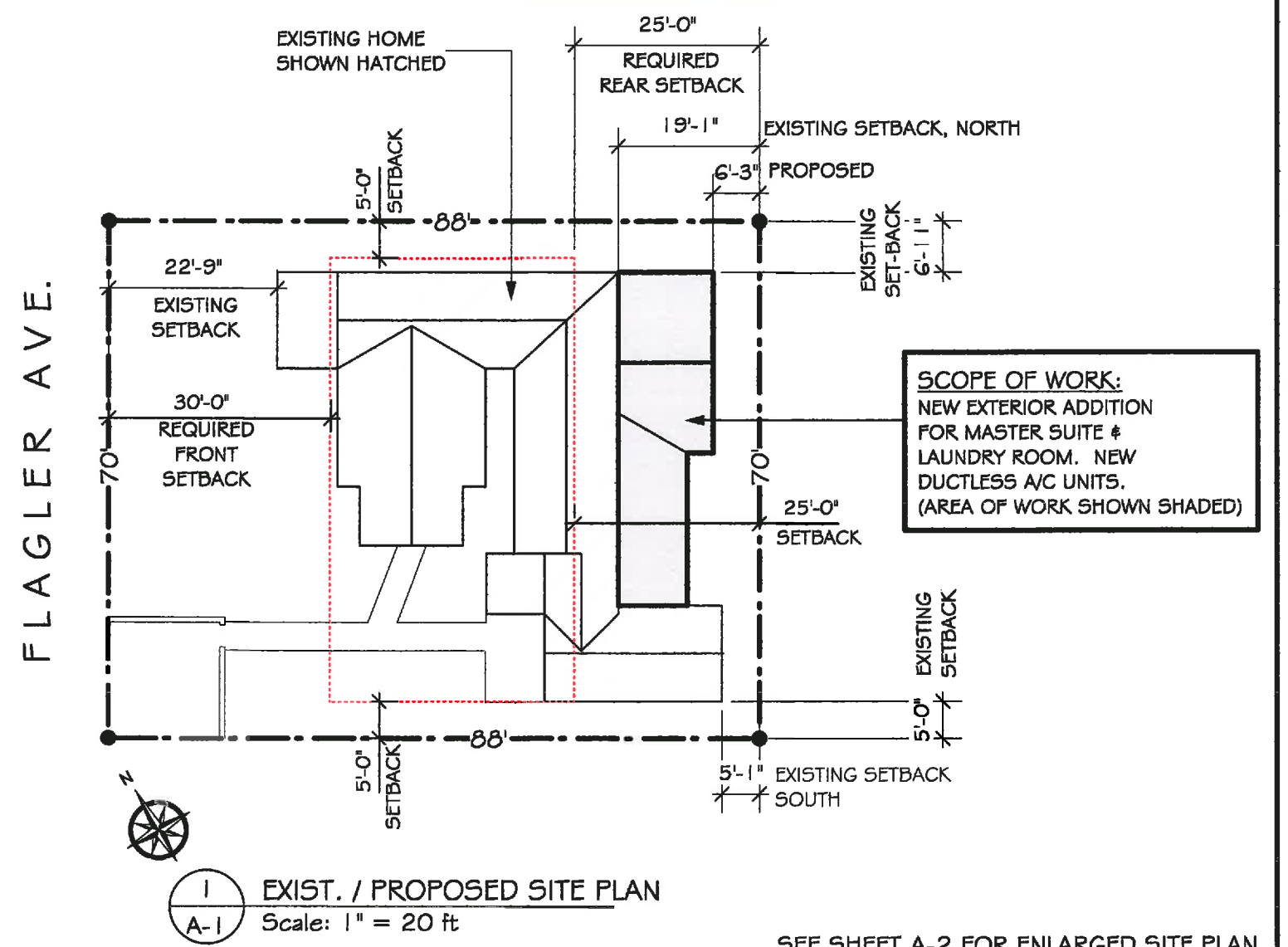
DRAWING TITLE:
EXISTING SITE PLAN

PROJECT NUMBER:
1427
DRAWN: PMP
CHECKED:
DATE: 04-28-14

SHEET #
A-1

SITE DATA		ZONED SF	13023 Flagler Avenue	
		SINGLE FAMILY RESIDENTIAL		
ITEM	EXISTING	REQ. PER LDR	PROPOSED	REMARK
DISTRICT	SF			
SITE AREA	6,160 SQ FT	6,000 SQ FT	6,160 SQ FT	CONFORMING
BUILDING COV.	29.7% (1,831)	35%	37.8% (2,331)	VARIANCE REQUIRED
IMPERV. RATIO	37.9% (2,338)	50%	46.2% (2,844)	CONFORMING
F.A.R.	N.A.	N.A.	N.A.	N.A.
SETBACKS	HOME		HOME + ADDITION	
FRONT	22'-9"	30.0'	22'-9"	UNCHANGED
REAR	19'-1" N / 5'-1" S	25.0'	6'-3"	VARIANCE REQUIRED
SIDE FL	6'-11"	5.0'	6'-11"	CONFORMING
SIDE PR	5'-0"	5.0'	5'-0"	CONFORMING
BUILDING HT.	N/M	25'	UNCHANGED	CONFORMING
PARKING			UNCHANGED	N.A.

FLOOD INSURANCE RATE MAP ZONE: ZONE " AE ", FLOOD ZONE G'
MAP ZONE # - 120871716h



SCOPE OF WORK:
NEW EXTERIOR ADDITION
FOR MASTER SUITE &
LAUNDRY ROOM. NEW
DUCTLESS A/C UNITS.
(AREA OF WORK SHOWN SHADED)

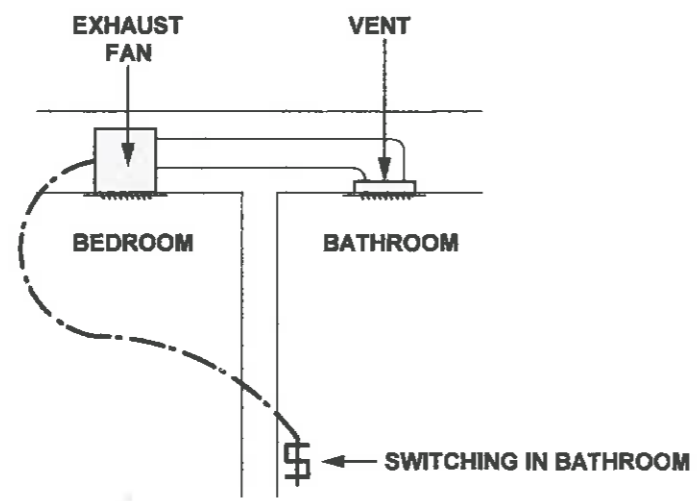
PROJECT INFORMATION	DRAWINGS FOR:	DESIGN NOTES:	DRAWING SCHEDULE:
SAWYER RESIDENCE 1302 FLAGLER AVE., KEY WEST, FLORIDA		THIS STRUCTURE DESIGNED TO MEET THE FOLLOWING: FBC 2010 A.S.C.E. 07-10 REGULATIONS LIVE LOAD 40 PSF WIND LOAD 180 M.P.H. * *PER FBC 07/ASCE 07-10 EXPOSURE "D"	A-1 SITE PLAN A-2 FLOOR PLAN A-3 EXISTING CONDITION SECTIONS & SCHEDULES A-4 PARTIAL ELECTRICAL & HVAC PLAN
SURVEYOR:	LEGAL DESCRIPTION:		
SITE PLAN IS BASED ON SURVEY BY:		ALL DRAWINGS, SPECIFICATIONS AND RELATED DOCUMENTS ARE THE COPYRIGHT PROPERTY OF THE ARCHITECT/ENGINEER AND MUST BE RETURNED ON REQUEST. DRAWINGS, SPECIFICATIONS AND RELATED DOCUMENTS ARE FOR USE ON THIS PROJECT ONLY AND USE OR REPRODUCTION OF A PART OR WHOLE IS FORBIDDEN WITHOUT THE ARCHITECT'S/ENGINEER WRITTEN PERMISSION THIS DRAWING IS NOT TO BE USED FOR CONSTRUCTION UNTIL SEALED AND SIGNED BY THE ARCHITECT/ENGINEER	SEAL - ARCHITECT <i>[Signature]</i> 4/28/14

REVISIONS	DATE

NOTE:
ALL SMOKE DETECTORS TO BE HARD WIRED W/ BATTERY BACKUP

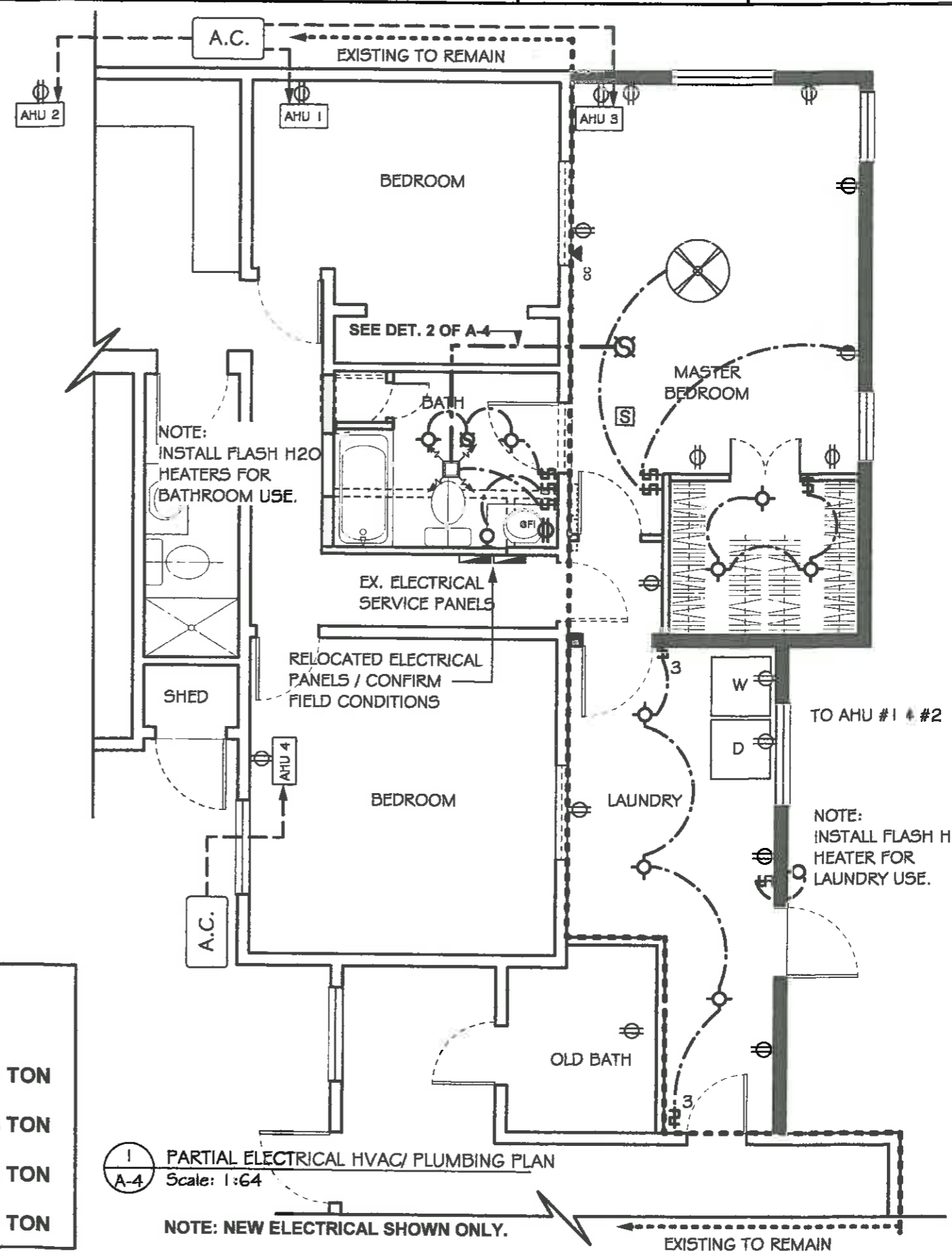
ELECTRICAL SYMBOL LEGEND					
SYMBOL	DESCRIPTION	SYMBOL	DESCRIPTION	SYMBOL	DESCRIPTION
	ELECT. PANEL		CEILING FIXTURE		CENTRAL VAC.
	FLOOR RECEPTACLE		WALL LIGHT		REC. DOWNLIGHT (F'S INDICATE SIZE)
	DUPLEX RECEPTACLE		EXT. WALL MT. LIGHT FIXTURE		CLOCK OUTLET
	220 RECEPTACLE		EXHAUST FAN/LIGHT		ADJ. WALL WASHER
	G.F.I. RECEPTACLE		SWITCH		SURFACE MOUNTED FIXTURE W/ EXHAUST
	SWITCHED RECEPTACLE		DIMMER SWITCH		PENDANT LIGHT
	COUNTER HT. REC.		DEDICATED CIRCUIT		SURFACE MOUNTED PORCH LIGHT
	QUAD. RECEPTACLE		JAMB SW. LIGHT		CABLE CONNECTION
	TELEVISION		3-WAY & ETC.		
	SMOKE DETECTOR		SPEAKER		
	TELEPHONE		CEILING FAN		

NOTE: CONTRACTOR TO VERIFY ELECTRICAL LOAD AND FIXTURE WATTAGE.



2 SUPPLEMENTAL A.C. DETAIL
A-4

A.C. DUCTLESS SYSTEM:		
UNIT	DESCRIPTION	SIZE
A. H. U. #1	MITSUBISHI "MR. SLIM" OR EQ.	12,000 BTU / OR 1 TON
A. H. U. #2	MITSUBISHI "MR. SLIM" OR EQ.	36,000 BTU / OR 3 TON
A. H. U. #3	MITSUBISHI "MR. SLIM" OR EQ.	12,000 BTU / OR 1 TON
A. H. U. #4	MITSUBISHI "MR. SLIM" OR EQ.	12,000 BTU / OR 1 TON



1 PARTIAL ELECTRICAL HVAC/ PLUMBING PLAN
A-4
Scale: 1:64

NOTE: NEW ELECTRICAL SHOWN ONLY.

PETER PIKE ARCHITECT
471 US HIGHWAY 1
SUITE 101
KEY WEST FLORIDA
33040

PROJECT:
1302 FLAGLER AVE.
KEY WEST, FL 33040

DRAWING TITLE:
PARTIAL ELECTRICAL
& HVAC PLAN

PROJECT NUMBER:
14.27

DR./AW: PMP
CHECKED:
DATE: 04-29-14

SHEET #
A-3

CODE NOTE: ALL WINDOWS AND DOORS TO MEET NEW FLORIDA BUILDING CODE INCLUDING ASCE 7-02 REQUIREMENTS PROVIDE SHOP DRAWINGS FOR WIND AND LOADING PRESSURES FROM MANUFACT. PRIOR TO BUILDING PERMIT ISSUE. CONTRACTOR TO VERIFY ALL WINDOW AND DOOR DIMENSIONS AND R.O. PRIOR TO ORDER

WINDOW SCHEDULE

EGRESS WINDOWS IN SLEEPING ROOMS

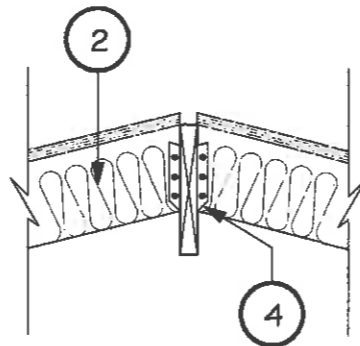
SIZE (WxH)	TYPE	MANUF.	COMMENTS
(A) +/- 3' X 3'	IMPACT / AWNING	PGT/WINGUARD	CONFIRM ALL SIZES W/ OWNER
(B) +/- 4' X 4'	IMPACT / CASEMENT	PGT/WINGUARD	
(C)			

DOOR SCHEDULE

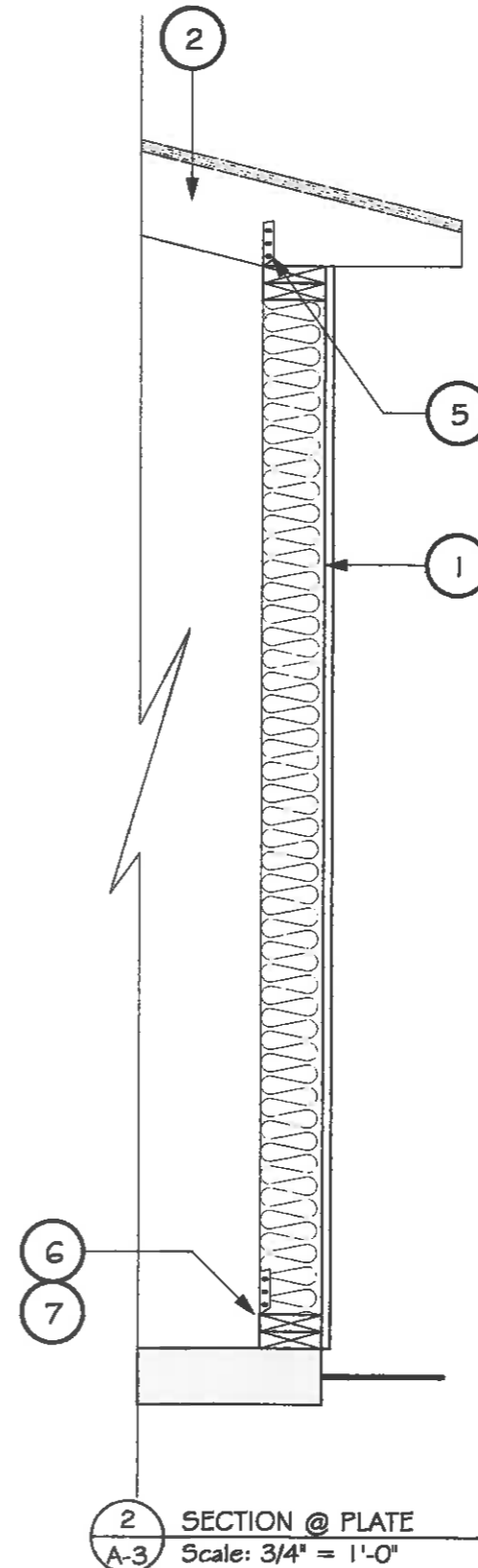
EGRESS WINDOWS IN SLEEPING ROOMS

SIZE (WxH)	TYPE	MANUF.	COMMENTS
(1) 3'-0" X 6'-8"	IMPACT / FULL GLASS	PGT/WINGUARD	CONFIRM ALL SIZES W/ OWNER
(2) 2'-8" X 6'-8"	INTERIOR SWING	T.B.D.	
(3) 3'-0" X 6'-8"	INTERIOR SWING	T.B.D.	
(4) 2'-6" X 6'-8"	INT. SWING DOOR	T.B.D.	
(5) 2'-6" X 6'-8" PR.	INT. SWING DOOR	T.B.D.	
(6) 1'-6" X 6'-8"	INT. SWING DOOR	T.B.D.	

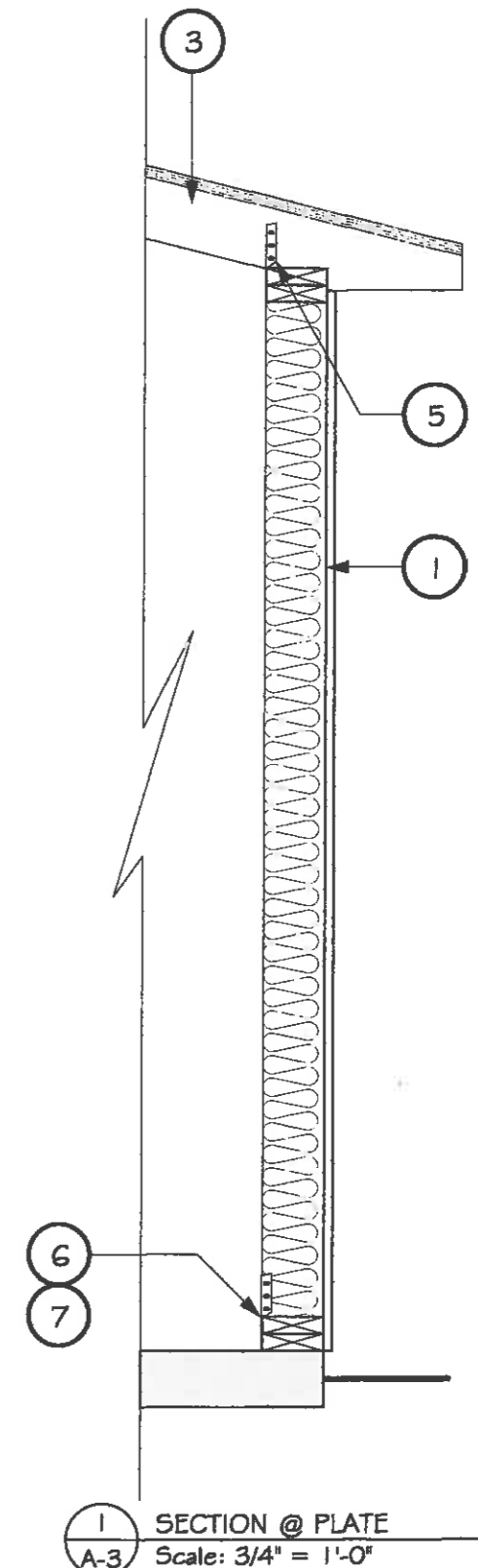
- (1) P.T. 2X6 STUDS @ 16" O.C. W/ R-21 BATT INSUL., # 1 LAYER 1/2" SHEETROCK. EXTERIOR W/ 3/4" FT CDX, HOUSEWRAP # SIDING TO MATCH EXISTING.
- (2) ROOFING BUILDUP: P.T. 2X8 RAFTERS @ 24" O.C. R-x INSUL., EXT. FACE W/ 3/4" P.T. SHEATHING ATTACHED W/ 10d R.S.GAL. NAILS @ 6" O.C. FIELD, 4" O.C. EDGE, 30# FELT, # 22 GA. "V-CRIMP" ROOFING (EXISTING CONDITIONS) CEILINGS W/ 1X3 STRAPPING @ 16" O.C. # 1/2" DRYWALL OR NO STRAPPING # 5/8" DRYWALL.
- (3) ROOFING BUILDUP: P.T. 2X6 RAFTERS @ 16" O.C. R-x INSUL., EXT. FACE W/ 3/4" P.T. SHEATHING ATTACHED W/ 10d R.S.GAL. NAILS @ 6" O.C. FIELD, 4" O.C. EDGE, 30# FELT, # 22 GA. "V-CRIMP" ROOFING (EXISTING CONDITIONS) CEILINGS W/ 1X3 STRAPPING @ 16" O.C. # 1/2" DRYWALL OR NO STRAPPING # 5/8" DRYWALL.
- (4) TYPICAL RIDGE BEAM: P.T. 2X12 w/ SIMPSON LU28 HANGERS @ EACH RAFTER/RIDGE RAFTER CONNECTION (EXISTING CONDITIONS)
- (5) SIMPSON H6 OR H8 @ EACH RAFTER TO PLATE CONNECTION (EXISTING CONDITIONS)
- (6) DBL. 2X6 PLATE W/ ANCHOR TO SLAB W/ 1/2" SIMPSON ANCHORS / OR EXPANSION BOLTS @ 32" O.C.
- (7) USE SIMPSON H-8 STUD TO PLATE CONNECTION.



(3) SECTION @ RIDGE
A-3 Scale: 3/4" = 1'-0"



(2) SECTION @ PLATE
A-3 Scale: 3/4" = 1'-0"



(1) SECTION @ PLATE
A-3 Scale: 3/4" = 1'-0"

REVISIONS:	DATE



PETER PIKE ARCHITECT
471 US HIGHWAY 1
SUITE 101
KEY WEST FLORIDA
33040

PROJECT:
1302 FLAGLER AVE.
KEY WEST, FL 33040

DRAWING TITLE:
EXIST. CONDITION SECTIONS
& WINDOW/DOOR SCHEDULES
PROJECT NUMBER: 14.27
DRAWN: PMP
CHECKED:
DATE: 04-29-14

SHEET #
A-4

Site Photos



**Rear
Setback
View**



**After the
Fact
Addition**



**Rear
Setback
View**



**Rear
Setback
View**



**Left
Side Yard
Setback
View**



DRC
Minutes & Comments

From: [Jason Barroso](#)
To: [Carlene Smith](#)
Subject: RE: 1302 Flagler
Date: Monday, August 18, 2014 11:08:46 AM

No objections at this time.

Jason Barroso Lt. FIRE INSPECTOR

Key West Fire Department

1600 N. Roosevelt Blvd.

Key West, Florida 33040

305-809-3933 Office

305-293-8399 Fax

jbarroso@keywestcity.com

Serving the Southernmost City

From: Carlene Smith [mailto:cesmith@keywestcity.com]
Sent: Monday, August 18, 2014 11:06 AM
To: Jason Barroso
Subject: 1302 Flagler

Hi Jason,

I have attached the site photos and site plan for your review.

Carlene Smith, LEED Green Associate, Planner Analyst

City of Key West Planning Department

3140 Flagler Avenue | Key West, FL 33040

Ph. 305.809.3722 | Fax 305.809.3978

cesmith@keywestcity.com | www.keywestcity.com

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

1302 Flagler Avenue

Building Coverage and Rear Yard Setback Variance

New addition master suite and laundry room increases impervious surface by 500 sq.ft. Please provide stormwater treatment swale for the new exterior addition.

525 Louisa Street

Building Coverage, Impervious Surface, Side and Rear-yard Setback Variance

No comments.

1001 James Street

Major Development Plan and Conditional Use

Site Plan shows two ADA accessible spaces in customer parking area. Please revise plan to make one of the ADA accessible spaces Van Accessible. No ADA accessible spaces are provided for employee parking. Please revise plan to create ADA accessible space in the employee parking section.

Please provide a lighting plan for the parking areas, including scooter and bicycle rack areas.

Please make provisions on the Drainage Plan to connection the roof drains to stormwater management system.

1213 14th Street

Major Development Plan, Conditional Use, and Landscape Waiver

Site Plan shows three ADA accessible spaces. Please revise plan to make one of the ADA accessible spaces Van Accessible.

Please revise site plan to show sidewalk accessible route from the 14th Street sidewalk to the accessible ramp. Route shall be located so that pedestrians are not compelled to travel behind parked vehicles.

Please provide ADA Accessible Route Plan, including dimensions and slopes for the accessible routes to all buildings and accessible parking spaces and sidewalk.

Please confirm trash storage area location on the site and gate opening orientation will provide adequate access for pickup.

Pursuant to Sec. 108-611, parking areas shall be paved with concrete, asphalt, or dustfree porous material.

Please provide a Utility Plan, showing proposed sanitary system and water service, including backflow preventor type and location.

June 5, 2014 Minutes of the Development Review Committee

ENGINEERING:

Ms. Ignaffo asked if the chain link fence will remain on the property. Applicant stated the chain link fence has been removed and replaced with the white picket fence. Ms. Ignaffo requested a site plan with the new parking space. Survey shows common cistern. For abandonment or retention of the cistern, please complete an application and submit to the Building Department. Ms. Ignaffo stated to direct roof gutter downspouts back onto property.

FIRE DEPARTMENT:

Mr. Barroso stated there are concerns with life safety and accessibility. Mr. Barroso requested they contact the Fire office to set up a meeting for review of the project.

KEYS ENERGY:

No objection.

11. **Variance - 1302 Flagler Avenue (RE # 00059730-000000; AK # 1060208)** - A request for variance to building coverage and rear-yard setback requirements in order to construct an addition on property located within the Single-Family residential (SF) zoning district pursuant to Sections 90-395 and 122-238(4)a. & (6)a.3. of the Land Development Regulations of the Code of Ordinances of the City of Key West, Florida.

Planner Brendon Cunningham gave members an overview of the Variance request.

The applicant, Mr. Peter Pike, gave members an overview of the Variance request.

DRC MEMBER COMMENTS:

ART IN PUBLIC PLACES:

No comment.

URBAN FORESTRY MANAGER:

No comment.

HARC PLANNER:

No comment.

PLANNING DIRECTOR:

Asked if a 2nd unit was being created and cautioned the Applicant to make sure this is not an accessory unit and not a separate living unit.

ENGINEERING:

Is this an after the fact Variance and it is and it increases the pervious square feet. Ms. Ignaffo stated the property needs stormwater retention and the applicant advised a swale in the rear of the property can be incorporated. New addition master suite and laundry room increases impervious surface by 500 square feet. Ms. Ignaffo requested the Applicant to provide stormwater treatment swale for the new exterior addition.

June 5, 2014 Minutes of the Development Review Committee

FIRE DEPARTMENT:

Mr. Barroso advised the Air Conditioning units adhere to the setbacks and there are concerns with life safety and accessibility. Mr. Barroso requested they contact the Fire office to set up a meeting for review of the project.

KEYS ENERGY:

No objection.

- 12. Variance - 525 Louisa Street (RE # 00028660-000000; AK # 1029441) -** A request for variances to maximum building coverage, impervious surface ratio and minimum side & rear-yard setbacks in order to construct additions and porches on an existing building on property located within the Historic Neighborhood Commercial (HNC-1) zoning district pursuant to Section 122-810(4)a.&b. and 122-810(6)b.& c. of the Land Development Regulations of the Code of Ordinances of the City of Key West, Florida.

Planner Brendon Cunningham gave members an overview of the Variance request.

DRC MEMBER COMMENTS:

ART IN PUBLIC PLACES:

No comment.

URBAN FORESTRY MANAGER:

No comment.

HARC PLANNER:

No comment.

PLANNING DIRECTOR:

Maintain off street parking space, applicant said yes.

ENGINEERING:

Ms. Ignaffo asked if the pervious Sq. footage was being increased and the applicant said no. Asked if gutters were going to be installed on the 2nd story and the applicant said no plans for gutters. Ms. Ignaffo had no further comments.

FIRE DEPARTMENT:

Mr. Barroso advised the 2nd balcony encroaches on the setback. Mr. Barroso stated there are concerns with life safety and accessibility and requested they contact the Fire office to set up a meeting for review of the project.

KEYS ENERGY:

No objection.

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

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

Alternate Key: 1060208 Parcel ID: 00059730-000000

Ownership Details

Mailing Address:
SAWYER BRIAN J
1107 KEY PLZ STE 263
KEY WEST, FL 33040-4086

Property Details

PC Code: 08 - MULTI FAMILY LESS THAN 10UNITS
Millage Group: 10KW
Affordable Housing: No
Section-Township-Range: 05-68-25
Property Location: 1302 FLAGLER AVE KEY WEST
Subdivision: East Martello Towers
Legal Description: KW EAST MARTELLO TOWERS PB 2-47 SUB OF PT TR 28 LOT 12 G50-393/394 OR529-931 OR718-800 OR822-1550 OR2089-1676 OR2435-2482 OR2504-2323/24

Click Map Image to open interactive viewer



Land Details

Land Use Code	Frontage	Depth	Land Area
010D - RESIDENTIAL DRY	70	88	6,160.00 SF

Building Summary

Number of Buildings: 1
 Number of Commercial Buildings: 0

Total Living Area: 1667
Year Built: 1958

Building 1 Details

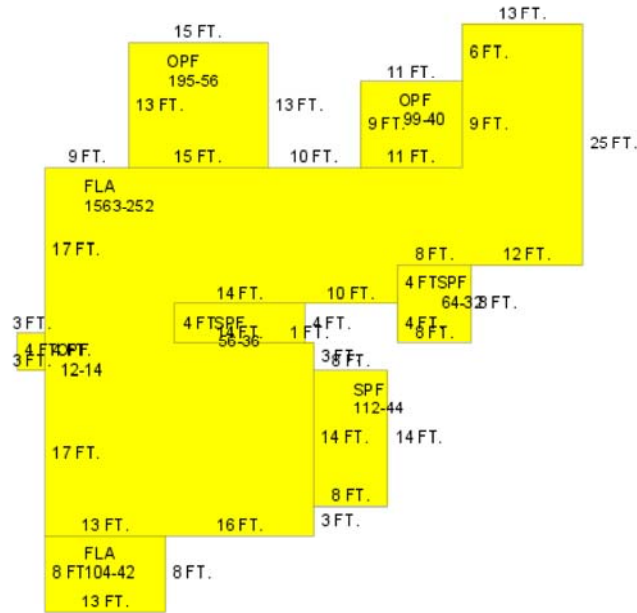
Building Type R2	Condition A	Quality Grade 500
Effective Age 33	Perimeter 294	Depreciation % 36
Year Built 1958	Special Arch 0	Grnd Floor Area 1,667
Functional Obs 0	Economic Obs 0	

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

Roof Type GABLE/HIP	Roof Cover METAL	Foundation CONCR FTR
Heat 1 NONE	Heat 2 NONE	Bedrooms 2
Heat Src 1 NONE	Heat Src 2 NONE	

Extra Features:

2 Fix Bath	0	Vacuum	0
3 Fix Bath	0	Garbage Disposal	0
4 Fix Bath	0	Compactor	0
5 Fix Bath	0	Security	0
6 Fix Bath	0	Intercom	0
7 Fix Bath	0	Fireplaces	0
Extra Fix	0	Dishwasher	0



Sections:

Nbr	Type	Ext Wall	# Stories	Year Built	Attic	A/C	Basement %	Finished Basement %	Area
1	FLA	5:C.B.S.	1	1990	N	N	0.00	0.00	1,563
2	FLA	5:C.B.S.	1	1990	N	N	0.00	0.00	104
3	SPF		1	1990	N	N	0.00	0.00	112
4	SPF		1	1990	N	N	0.00	0.00	56
5	SPF		1	1990	N	N	0.00	0.00	64
6	OPF		1	1990	N	N	0.00	0.00	99

7	OPF	1	1990	N	N	0.00	0.00	195
8	OPF	1	1990	N	N	0.00	0.00	12

Misc Improvement Details

Nbr	Type	# Units	Length	Width	Year Built	Roll Year	Grade	Life
1	AC2:WALL AIR COND	3 UT	0	0	1983	1984	1	20
2	WD2:WOOD DECK	32 SF	8	4	1984	1985	1	40
3	PT3:PATIO	104 SF	13	8	1975	1976	2	50
4	FN2:FENCES	450 SF	75	6	1996	1997	2	30
5	FN2:FENCES	600 SF	100	6	1996	1997	5	30
6	UB3:LC UTIL BLDG	80 SF	10	8	1974	1975	1	30
7	FN2:FENCES	240 SF	40	6	2000	2001	2	30

Appraiser Notes

GATE LOCKED. SENT ACCESS LETTER ON 04/29/2011. NO RESPONSE FROM PROPERTY OWNER.

Building Permits

Bldg Number	Date Issued	Date Completed	Amount	Description	Notes
07-4406	09/20/2007	07/02/2008	2,000		CONNECT HOUSE SWER TO CITY PROVIDED CLEAN-OUT BOX. CAP-OFF EXISTING CONNECTION TO 1300 FLAGLER AVE. CONNECTION BOX.
14-0891	03/06/2014	04/10/2014	8,000		15 SQ/FT REMOVE EXISTING ROOFING, INSTALL DRYIN, EAVES DRIP, FLASHING, V-CRIMP AND RIDGE CAP
9603878	09/01/1996	11/01/1997	1,000		FENCE
0000319	02/28/2000	07/18/2000	280		WOOD FENCE
03-2274	06/25/2003	08/05/2003	2,500		SEWER LATERAL

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
2013	158,692	5,107	117,342	281,141	281,141	0	281,141
2012	158,850	5,360	117,342	281,552	281,552	0	281,552
2011	156,406	5,621	100,579	262,606	262,606	0	262,606
2010	158,850	5,949	89,404	254,203	254,203	0	254,203
2009	177,246	6,201	212,334	395,781	395,781	0	395,781
2008	165,210	6,469	246,400	418,079	418,079	0	418,079
2007	257,611	6,801	431,200	695,612	695,612	0	695,612

2006	275,108	7,061	400,400	682,569	682,569	0	682,569
2005	354,693	7,342	308,000	670,035	670,035	0	670,035
2004	220,697	7,693	258,720	487,110	487,110	0	487,110
2003	216,685	7,967	114,576	339,228	339,228	0	339,228
2002	215,032	8,250	114,576	337,858	337,858	0	337,858
2001	191,763	8,600	114,576	314,939	314,939	0	314,939
2000	202,516	6,863	84,700	294,080	294,080	0	294,080
1999	135,011	4,700	84,700	224,411	224,411	0	224,411
1998	96,348	4,458	84,700	185,507	185,507	0	185,507
1997	74,159	872	72,380	147,412	147,412	0	147,412
1996	68,403	854	72,380	141,636	141,636	0	141,636
1995	68,403	936	72,380	141,719	141,719	0	141,719
1994	61,173	911	72,380	134,464	134,464	0	134,464
1993	61,173	986	72,380	134,539	134,539	0	134,539
1992	74,632	1,059	72,380	148,071	148,071	0	148,071
1991	74,632	1,133	78,540	154,305	154,305	0	154,305
1990	61,714	0	55,440	117,154	117,154	0	117,154
1989	56,104	0	53,900	110,004	110,004	0	110,004
1988	26,535	0	47,740	74,275	74,275	0	74,275
1987	26,247	0	30,628	56,875	56,875	0	56,875
1986	26,365	0	29,272	55,637	55,637	0	55,637
1985	25,420	0	22,792	48,212	48,212	0	48,212
1984	24,348	0	22,792	47,140	47,140	0	47,140
1983	24,348	0	22,792	47,140	47,140	0	47,140
1982	24,677	0	17,310	41,987	41,987	0	41,987

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
2/14/2011	2504 / 2323	250,000	WD	30
9/25/2009	2435 / 2482	367,800	WD	30
2/28/2005	2089 / 1676	807,500	WD	Q
10/1/1980	822 / 1550	65,000	WD	Q
2/1/1977	718 / 800	33,500	00	Q

This page has been visited 36,963 times.

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

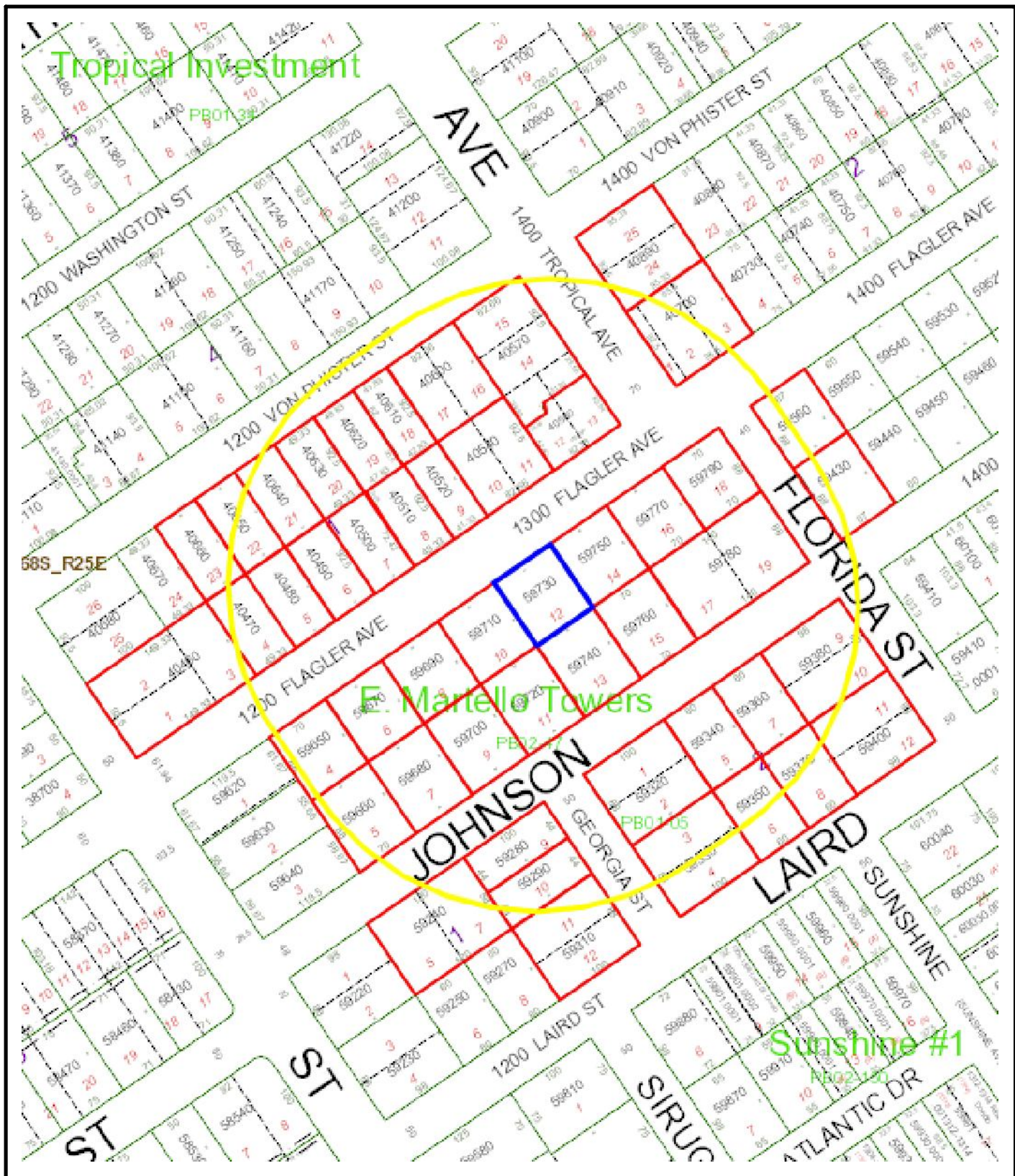
Public Notices
(radius map & mailing list)

Public Meeting Notice

The Key West Planning Board will hold a public hearing at 6:00 p.m., August 21, 2014 at Old City Hall, 510 Greene Street, Key West, Florida, (Behind Sloppy Joe's Bar). The purpose of the hearing will be to consider a request for:

Variance – 1302 Flagler Avenue (RE # 00059730-000000; AK # 1060208) – A request for after-the-fact variances to maximum building coverage and rear yard setbacks in order to maintain an addition to an existing multi-family residence on property located within the Single Family (SF) Zoning District pursuant to Sections 90-395, 122-238(4)a. and 122-238(6)a.3. of the Land Development Regulations of the Code of Ordinances of the City of Key West, Florida.

If you wish to see the application or have any questions, you may visit the Planning Department during regular office hours at 3140 Flagler Avenue call 809-3720 or visit our website at www.keywestcity.com.



Monroe County, Florida

MCPA GIS Public Portal

Printed: Aug 06, 2014

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



NAME	ADDRESS	UNIT	CITY	STATE	ZIP	COUNTRY
1 3/18/1982 TRUST NO 101	C/O MANFREDI	1222 VONPHISTER	KEY WEST	FL	33040-4935	
2 ACEVEDO DANIEL R AND ROBERTA E		571 PARK DR	KEY WEST	FL	33040	
3 BAILEY ROBERT K AND MICHELLE A		1526 FLORIDA ST	KEY WEST	FL	33040-5062	
4 BETHEL HARRY L AND JACQUELYN F		1314 FLAGLER AVE	KEY WEST	FL	33040-4920	
5 BOTANY BAY HOLDING S.A.	C/O RENT KEY	1075 DUVAL ST	KEY WEST	FL	33040-3195	
6 BOYER INVESTMENTS LLC		906 17TH TER	KEY WEST	FL	33040	
7 BROWN J DOUGLAS		3636 EAGLE AVE	KEY WEST	FL	33040-4624	
8 BUERGER THOMAS S		2020 12TH ST NW	WASHINGTON	DC	20009-7593	
9 CASTILLO MARGARITA R L/E		1217 FLAGLER AVE	KEY WEST	FL	33040-4919	
10 COBB FREDERICK J AND AMELIA A		1600 PALMYRA AVE	RICHMOND	VA	23227-4424	
11 COOPER JAMES AND JOANNE		1309 JOHNSON ST	KEY WEST	FL	33040-5015	
12 COTILLETTA JOSEPH A AND MALLORY		144 05 NEWPORT AVE	NEPONSIT	NY	11694	
13 DIAZ MANUEL R		1423 JOHNSON ST	KEY WEST	FL	33040	
14 EYER DAVID D AND IRENE J		1321 JOHNSON ST	KEY WEST	FL	33040	
15 FAILE JOHN L SR		1223 FLAGLER AVE	KEY WEST	FL	33040	
16 HAWTHORNE WILLIAM TR 8/28/1993		1400 VON PHITSTE	KEY WEST	FL	33040	
17 HELLIESEN DOUGLAS A AND CAROLYN C		1221 LAIRD ST	KEY WEST	FL	33040	
18 JACKSON RICHARD W		1301 FLAGLER AVE	KEY WEST	FL	33040-4900	
19 JCB RESIDENCE TRUST THE 12/08/2011		1501 FLORIDA ST	KEY WEST	FL	33040-5009	
20 JOHNSON LESLIE AND CHRISTOPHER A		1212 VON PHISTER	KEY WEST	FL	33040	
21 JOHNSTON JEFFREY G AND SARAH S		9322 STOCKPORT I	SPRING	TX	77379-6536	
22 KRAMER CAROL A		1338 ALLSTON CT	THE VILLAGES	FL	32162	
23 MACHALA EDWARD W AND KATHLEEN A		89 CLIFF DR	NARRAGANSETT	RI	02882-1921	
24 MARBURG JOHN		1300 FLAGLER AVE	KEY WEST	FL	33040	
25 MUSMANNO VICTOR H II AND SHANNON C		1507 FLORIDA ST	KEY WEST	FL	33040-5009	
26 OB FLORIDA RRE HOLDINGS LLC		5310 E STATE ROAD	BRADENTON	FL	34208-5500	
27 PAXTON C A		1216 VONPHISTER	KEY WEST	FL	33040-4935	
28 RICHARDS LIVING TRUST 7/20/2007	C/O RICHARDS	1214 VON PHISTER	KEY WEST	FL	33040	
29 ROBINSON WILLIAM SANDS JR		3616 NORTHSIDE C	KEY WEST	FL	33040-4257	
30 RODRIGUEZ MARCOS AND CLAUDINA		1320 FLAGLER AVE	KEY WEST	FL	33040	
31 RUSSO JOSEPH MICHAEL		3229 PEARL AVE	KEY WEST	FL	33040-4640	
32 SAWYER BRIAN J		1107 KEY PLZ STE	KEY WEST	FL	33040-4086	
33 SAWYER ROBERT WEBB DEC TR 10/7/1997		1314 JOHNSON ST	KEY WEST	FL	33040-5016	
34 SAY LAURA C		PO BOX 968	BARNEGAT LIGHT	NJ	08006-0968	

NAME	ADDRESS	UNIT	CITY	STATE	ZIP	COUNTRY
35 SCHMIDA WALTER G REV TR AGR 5/29/1998		1522 GEORGIA ST	KEY WEST	FL	33040	
36 SCHMITT THOMAS R		1224 JOHNSON ST	KEY WEST	FL	33040-5014	
37 SHE INTERNATIONAL LLC		24310 WOODSAGE	BONITA SPRINGS	FL	34134-2916	
38 SNAVELY DALE F		1320 JOHNSON ST	KEY WEST	FL	33040	
39 SNELGROVE SIDNEY CAUGHMAN AND DEBORAH ANN MARSHALL		1210 JOHNSON ST	KEY WEST	FL	33040	
40 STAGE TWO LLC		300 MAJORCA AVE	CORAL GABLES	FL	33134-4298	
41 STANTON MARK W AND LYNN A		1227 FLAGLER AVE	KEY WEST	FL	33040-4919	
42 TOMB GEOFFREY G		1501 GEORGIA ST	KEY WEST	FL	33040-5001	
43 TWEDELL LISA		1438 TROPICAL AV	KEY WEST	FL	33040	
44 VAZQUEZ MARIA RITA		1310 FLAGLER AVE	KEY WEST	FL	33040	
45 VEGA ANDRES AND HILDA		6002 31ST AVE S	TAMPA	FL	33619	
46 WOLFF JONATHAN AND SHEILA	C/O CINDERELI	1759 AVENIDA DEL	BOCA RATON	FL	33432-1743	
47 WRIGHT WILLIAM C LIV TR		6385 SAW MILL RD	PIPERSVILLE	PA	18947-9775	
48 ANGELA PETRONIA LLC		720 WHITMARSH LI	KEY WEST	FL	33040-7431	
49 WHITMARSH LANE LLC		720 WHITMARSH LI	KEY WEST	FL	33040-7431	
50 DICKERSON THEODORE AND BARBARA		721 ELIZABETH ST	KEY WEST	FL	33040-6401	
51 KNOWLES JOHN BRUCE		723 ELIZABETH ST	KEY WEST	FL	33040-6401	
52 SHAGENA LINDA L LIVING TRUST 09/28/1989		726 SIMONTON ST	KEY WEST	FL	33040-7475	
53 MURRELL DORETHEA ESTATE	C/O BOGAN VE	726 WINDSOR LN	KEY WEST	FL	33040-6456	
54 EGGERS MARGARET		728 ELIZABETH ST	KEY WEST	FL	33040-6402	
55 WHEELER RONALD W IRA TRUST 04/01/1995		8 SHINE ST	DEADWOOD	SD	57732-1014	
56 DEMESSIANOS PAUL		80 BRIARWOOD AV	MIDDLETOWN	RI	02842-5860	
57 ALLEN GEO W COL EST	C/O MITCHELL	806 ELIZABETH ST	KEY WEST	FL	33040-6404	
58 ALLEN PHILLIP JR		806 ELIZABETH ST	KEY WEST	FL	33040-6404	
59 TRINITY WESLEYAN METHODIST CHURCH		808 ELIZABETH ST	KEY WEST	FL	33040-6404	
60 CLARK MONA C		809 ELIZABETH ST	KEY WEST	FL	33040-6403	
61 MANUEL JOHN TODD AND SONIA M		810 ELIZABETH ST	KEY WEST	FL	33040-6404	
62 MARTINI JOHN M		810 GALVESTON LI	KEY WEST	FL	33040-6410	
63 MERLINN INN INC		811 SIMONTON ST	KEY WEST	FL	33040-7445	
64 CAHILL DARENE M		812 GALVESTON LI	KEY WEST	FL	33040-6410	
65 GOETZ THOMAS		813 ELIZABETH ST	KEY WEST	FL	33040-6403	
66 THOMAS TROY D		814 SIMONTON ST	KEY WEST	FL	33040-7446	
67 GARCIA ISABEL HERNANDEZ		820 SIMONTON ST	KEY WEST	FL	33040-7446	
68 GORE EDWARD AND NANCY		823 ELIZABETH ST	KEY WEST	FL	33040-6403	

NAME	ADDRESS	UNIT	CITY	STATE	ZIP	COUNTRY
69 ALSTON POLLIE H		824 ELIZABETH ST	KEY WEST	FL	33040-6404	NORWAY
70 HORN DAVID D		827 ELIZABETH ST	KEY WEST	FL	33040	
71 HORN JACQUELINE A		827 ELIZABETH ST	KEY WEST	FL	33040-6403	
72 SCARSELLA CHRISTINE	C/O ART AT 830	830 CAROLINE ST	KEY WEST	FL	33040	
73 GROTH CONSTANCE J		833 ELIZABETH ST	KEY WEST	FL	33040-6403	
74 MCKENZIE FRANCES S		885 PARK AVE APT	NEW YORK	NY	10075-0383	
75 HECHT BERNARD R		913 WHITE ST	KEY WEST	FL	33040-3355	
76 AKERS ROGER W		HC 62 BOX 42	RATON	NM	87740-9702	
77 HJELMELAND BJARTE		PILESTREDET PAR	OSLO			
78 722 AND 802 GALVESTON LANE LLC	C/O BRAWN PE	PO BOX 1486	KEY WEST	FL	33041-1486	
79 801/803 ELIZABETH ST LLC	C/O BRAWN PE	PO BOX 1486	KEY WEST	FL	33041-1486	
80 CALABRO DANIEL J	C/O HERZOG A	PO BOX 1857 STE F	BRIDGEHAMPTON	NY	11932-1857	
81 NESBITT INN LLC		PO BOX 299	NANTUCKET	MA	02554-0299	
82 KEY WEST CHEMICAL AND PAPER SUPPLY INC		PO BOX 4918	KEY WEST	FL	33041-4918	
83 TRINITY PRESBYTERIAN CHURCH OF KEY WEST INC		PO BOX 6471	KEY WEST	FL	33041-6471	
84 TRUMAN AND WHITE CHEVERON INC		1126 TRUMAN AVE	KEY WEST	FL	33040-3369	
85 URE NANCY E REVOCABLE LIVING TRUST 12/2/2014	C/O PETERSEN	209 CULLUM AVE	HURST	TX	76053-6708	
86 VOLPIAN SIMON B AND JAN S		3022 FLAGLER AVE	KEY WEST	FL	33040	
87 WATSON STREET PROPERTIES LLC		PO BOX 278	KANNAPOLIS	NC	28082-0278	
88 WEBSTER TODD R		3724 SUNRISE LN	KEY WEST	FL	33040-4540	
89 WEECH RICHARD JASPER		916 WHITE ST	KEY WEST	FL	33040-3346	
90 WHITE ORCHID KW LLC		2515 NELA AVE	BELLE ISLE	FL	32809-6170	
91 ZAPPULLA SALVATORE R		9 GEROME AVE	KEY WEST	FL	33040-3301	
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