

Historic Architectural Review Commission Staff Report for Item 12

То:	Chairman Haven Burkee and Historic Architectural Review Commission Members
From:	Matthew Crawford Historic Architectural Preservationist
Meeting Date:	July 22, 2025
Applicant:	Jeff Burnham
Application Number:	C2025-0039
Address:	906 Grinnell Street

Description of Work:

Renovations to historic house and additions at sides and rear. Reduction of existing pool in the rear, and site improvements.

Site Facts:

The building under review is listed as being contributing and was constructed in 1913 according to the Property Appraisers website; however, this date is not supported by other sources. The house first appears on the 1899 Sanborn Map including the rear sawtooth. The site contains a two-story wood-framed structure with a non-historic rear porch and a non-historic accessory structure.

Currently the house sits on piers and is located within an X flood zone.



Photo of East (front) elevation of property under review.



Photo of East (front) elevation of property under review.



Photo of rear elevation of property under review.



Photo of West (rear) elevation of property under review showing the pool.



1962 Sanborn Map and current survey.

Guidelines Cited on Review:

- Guidelines for Roofing (page 26), specifically guidelines 2,4, and 5.
- Guidelines for Windows (pages 29a-29l), specifically guidelines A 5, 7, 8, and B 1 and 3.
- Guidelines for Shutter (pages 30a-30b), specifically guidelines 1 and 2.
- Guidelines for Awnings (pages 31-32), specifically guidelines 1, 4, and 9.
- Guidelines for Entrances, Porches, Doors, and Exterior Staircases (pages 32-33), specifically guidelines 2, 11, and 12.
- Guidelines for Additions (page 37a-37k), specifically guidelines 1, 6 (first two sentences), 8, 11 (second sentence), 12, 13, 14 (first sentence), 19, 22, 24, 25, 26, 28, 30, 31, 32, and 33.
- Guidelines for New Construction (pages 38a-38q), specifically guidelines 1, 2, 14, 18, 22, 23, 24, and 25.

- Guidelines for decks, patios, hot tubs, spas, pools and related equipment (page 39a), specifically guideline 3.
- Guidelines for Outbuildings (pages 40-41), specifically guidelines 1, 3, and 8.
- Guidelines for air conditioning units, antennas, trash facilities & satellite dishes (pages 42-43), specifically guidelines 1, 2, 4, and 6.

Staff Analysis:

The certificate of appropriateness proposes substantial renovations to the contributing structure. The plans propose the addition of a one-story structure for storage purposes visible on the north and east (front) elevations. It will feature a gable roof, metal shingles, and wood siding. It will be semi open on portions facing the neighboring property. A second-story addition is proposed on the rear of the main structure where the sawtooth (seen as early as the 1899 Sanborn Map) is located, basically extending it from one floor to two floors but it will be lower than the main structure and it will feature a gable roof with shingles and wood siding. The existing covered porch on the south elevation will be enclosed to enlarge the interior space and will feature a shed roof and wood siding. Towards the rear of the property, the covered porch was removed under a separate permit. This façade will include the reinstallation of three existing bi-fold doors, now covered by fabric awnings mounted on a metal frame. To the right, a projecting bay element (bump-out) is proposed, featuring a wall of hurricane-rated windows beneath a curved roof structure. There are no changes proposed to the front elevation of the structure. The shutters on the sides will be removed but the ones on the front will remain.

The shed located in the rear of the property is under an easement attached to the neighboring property (see photo below and easement document). The existing flat roof on the shed will be replaced with a hip roof featuring metal shingles and a portion of the CMU wall at the rear will be removed and will remain open on the pool-facing side. The recorded easement between 906 Grinnell Street (Grantee) and 907 Packer Street (Grantor) grants the Grantee a perpetual, non-exclusive right to construct, modify, and replace structures within the easement area without requiring the Grantor's approval. The agreement specifically allows for buildings, improvements, and repairs, and permits the Grantee to obtain City of Key West permits independently. The proposed shed renovations including a new hip roof and partial CMU wall removal fall within the scope of these rights.

Site modifications include the partial removal of the existing pool to be slightly smaller measuring 22 feet by 8 feet 10 inches, expansion of the waterfall feature to run the full length of the pool, and replacement of an existing wooden deck with turf or coral stone/limestone pavers over sand. Old Chicago brick paths will be retained, and existing utility features including trash storage, propane tank, pool equipment, and A/C units, will remain in defined locations. No trees will be impacted by the proposed work.



Map of property under review showing shed under easement.



Existing Site Plan.



Proposed Site Plan.



Existing East (front) Elevation.



Proposed East (front) Elevation.











Proposed West (rear) Elevation.



Existing South (right side) Elevation.



Proposed South (right side) Elevation.

Consistency with Cited Guidelines:

The proposed second-story addition at the rear of the contributing structure, located where the original sawtooth is currently located will remain subordinate in height. The rear elevation improvements, including the reinstallation of existing bi-fold doors and the introduction of fabric awnings on a metal frame, are not visible from the street and are located in an area that has been altered. The bay window bump-out with hurricane-rated glazing windows introduces a contemporary element, conflicting with Guideline 22 of *Additions* which states that *The installation of windows or doors that are visually incompatible with the existing building is discouraged*. The covered porch that will be enclosed, conflicts with Guideline 24 of *Additions* which states that *The use of same wall plane or cornice height on a proposed addition to a contributing or historic building is not recommended*. As for the shutters being removed, it conflicts with Guideline 1 of *shutters which states that Historic shutters should be retained, repaired, and preserved whenever possible* and Guideline 2 of shutters which states that *If existing historic shutters are too deteriorated to repair, they should be replaced on an in-kind basis with functional shutters of similar design made of materials that are appropriate to the structure*.

The proposed site modifications, including pool resizing, waterfall feature, and replacement of the wooden deck with paving materials (turf, coral stone, or limestone), are appropriate. No trees are being removed.

The instrument prepared by and return to: Gregory S. Oropeza, Esq. Oropeza, Stones & Cardenas, PLLC 221 Simonton Street Key West, Florida 33040

AMENDED AND RESTATED EASEMENT AGREEMENT

THIS AMENDED AND RESTATED EASEMENT AGREEMENT ("Agreement"), is entered into as of the 6^{+++} day of January 2023, by and between, JACK BRADHAM and MARY ANN BRADHAM, as husband and wife (hereinafter referred to as the "Grantor"), whose address for purposes of notice is 907 Packer Street, Key West, Florida 33040 and PEGGY W. BURNHAM, a married woman (hereinafter referred to as the "Grantee"), whose address for purposes of notice is 906 Grinnell Street, Key West, Florida 33040.

RECITALS

WHEREAS, Grantor is the owner of real property located at 907 Packer Street, Key West, Florida, which property is more particularly described as follows:

In the City of Key West and known on W. A. Whitehead's map delineated in 1829 as Part of Tract 6, but now better known as Part of Lot 3 of Square 4 in said Tract 6 according to John Lowe's Subdivision of Part of Tract 6 duly recorded in Book "P" of Monroe County, Florida records. Commencing at a point on Packer Street 232 feet and 4 inches from the corner of Division and Packer Streets and running thence along Packer Street in a Northwesterly direction 32 feet; thence at right angles in a Northeasterly direction 61 feet, 6 inches; thence at right angles in a Southeasterly direction 11 feet; thence at right angles in a Southeasterly direction 11 feet; thence at right angles in a Southwesterly direction 73 feet, 6 inches to the point of beginning on Packer Street.

And.

In the City of Key West, and known on W. A. Whitehead's Map of 1829 as part of Tract 6, but now better known as part of Lot 3, of Square 4, in said Tract 6, according to John Lowe's Subdivision of part of said Tract 6, duly recorded in Book "T" Monroe County, Florida records. Commencing at a point on Grinnell Street 232 feet, 4 inches from the corner of Division and Grinnell Streets and running thence at right angles in a Southwesterly direction 69 feet, 11 inches to the Point of Beginning of the parcel being described; thence at right angles in a Northwesterly direction 11 feet; thence at right angles in a Northeasterly direction 4 feet, 5 inches; thence at right angles in a Southeasterly direction 11 feet; thence at right angles in a Southwesterly direction 4 feet, 5 inches, back to the Point of Beginning.

(hereinafter "907 Packer"); and

WHEREAS, Grantee is the owner of real property located at 906 Grinnell Street, Key West, Florida, which property is more particularly described as follows:

TPADOCS 24566857 1 12/21/22 4:51PM In the City of Key West, and known on W. A. Whitehead's map of 1829 as Part of Tract 6, but now better known as Part of Lot 3, of Square 4, in said Tract 6, according to John Lowe's Subdivision of Part of said Tract 6, duly recorded in Deed Book "T", Monroe County Records: Commencing at a point on Grinnell Street 232 Feet and 4 inches from the corner of Division and Grinnell Streets and running thence along said Grinnell Street in a Northwesterly direction 58 feet; thence at right angles in a Southwesterly direction 81 feet, 11 inches; thence at right angles in a Southeasterly direction 47 feet; thence at right angles in a Northeasterly direction 12 feet; thence at right angles in a Southeasterly direction 11 feet; thence at right angles in a Northeasterly direction 69 feet, 11 inches to the Place of Beginning.

Less:

Commencing at a point on Grinnell Street 232 feet, 4 inches, from the corner of Division and Grinnell Streets and running thence at right angles in a Southwesterly direction 69 feet, 11 inches, to the Point of Beginning of the parcel herein being described; thence at right angles in a Northwesterly direction 11 feet; thence at right angles in a Northeasterly direction 4 feet, 5 inches; thence at right angles in a Southwesterly direction 4 feet, 5 inches; back to the Point of Beginning.

(hereinafter "906 Grinnell") 906 Grinnell is not the homestead property of Grantee or Grantee's spouse, nor is it contiguous to homestead property of Grantee or Grantee's spouse; and

WHEREAS, the Grantor is the successor in title to the Grantor to that certain Easement Agreement dated July 23, 2021 and recorded on July 29, 2021 in Official Records Book 3115, Page 1968 Public Records of Monroe County, Florida (the "Original Easement") and Grantee is the original Grantee in the Original Easement; and

WHEREAS, the Grantor and Grantee are entering into this to terminate the Original Easement which shall have no further force and effect and to memorialize the terms and conditions upon which the Grantor and Grantee agree to enter into this Agreement.

AGREEMENT

NOW, THEREFORE, for and in consideration of the premises, the mutual benefit of the Grantor and Grantee, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor hereby grants to the Grantee, the Easement upon the following terms and conditions:

1. <u>Recitals.</u> The recitals herein are true and correct and are incorporated by reference.

2. <u>Termination of Original Easement</u>. The Original Easement is hereby repealed in its entirety. The Original Easement shall have no further force or effect and is hereby replaced with this Amended and Restated Easement Agreement.

3. Easement. Grantor hereby grants and conveys to Grantee, a perpetual exclusive easement for the use and enjoyment of the property more particularly described on that certain specific purpose survey prepared by Florida Keys Land Surveying (the "Easement Area"), a true and correct copy of which is attached hereto and incorporated herein as Exhibit "A" and which has been certified to the Grantor, the Grantee and their respective counsel. The exclusive Easement created hereby shall be appurtenant to the title of the 906 Grinnell property and shall not be severed from that title. The Easement shall not be assigned or transferred except as incident to the transfer of title to 906 Grinnell.

4. Use of Easement Area. Use of the Easement Area shall specifically include, but not be limited to permitting Grantee to construct buildings, structures, improvements, enclosures, fencing, pools, spas and landscaping without the need for approval by Grantor. Grantee is expressly permitted to apply to the City of Key West to obtain any and all necessary permits to construct any structure desired by Grantee within the scope of the City of Key West Code of Ordinances and Land Development Regulations. The Parties acknowledge that currently existing in the Easement Area is a concrete block structure. Grantee shall be permitted to repair, modify and replace the structure without approval from Grantor. Grantee shall be permitted to request any and all City of Key West building permits to modify the concrete structure, without joinder, approval or consent from Grantor. The City of Key West, Planning Department and Building Department are permitted to rely on the express consent provided herein to permit Grantee to obtain any and all necessary building permits to make improvements within the Easement Area within the scope of the City of Key West Code of Ordinances, without consent from Grantor. Provided however, that the Grantee's rights set forth above are expressly conditioned on the duty of the Grantee, at Grantee's sole expense, to comply with any and all federal, state and local laws, regulations and ordinances, including the duty to obtain any required permits for work in the Easement Area and the duty of the Grantee to include in any Notice of Commencement the limitation of Grantors' liability as set forth below.

5. <u>Maintenance of the Easement Area.</u> Grantee shall maintain the Easement Area at Grantee's sole expense, including maintaining the Easement Area in compliance with all applicable federal, state and local laws, regulations and ordinances.

6. <u>Notice</u>. All notices required or permitted hereunder shall be in writing and shall be served on the parties at the following addresses:

If to Grantor:

Jack Bradham and Mary Ann Bradham 6128 Rozzelles Ferry Road Charlotte, NC 28214 jackb@live.com 704-578-5942

3

If to Grantee:

Peggy Burnham 906 Grinnell Street Key West, Florida 33040 jeff@burnh.am T850-832-1566

Any such notices shall be (a) sent by certified mail, return receipt requested, in which case notice shall be deemed delivered three business days after deposit, postage prepaid in the U.S. Mail, (b) sent by overnight delivery using a nationally recognized overnight courier, in which case notice shall be deemed delivered one business day after deposit with such courier, (c) sent by email, in which case notice shall be deemed delivered delivered on the day of transmission of such notice and confirmation of such transmission, or (d) sent by personal delivery, in which case notice shall be deemed delivered on the day of actual delivery. The above addresses may be changed by written notice to the other party; provided, however, that no notice of a change of address shall be effective until receipt of such notice.

In addition to any of the above methods used for notice, the sender shall make a good faith effort to provide notice to the recipient by email and/or text message.

7. Indemnification. Grantee shall indemnify, defend and hold harmless Grantor, its successor and assigns, from and against any and all losses, damages, causes of action, claims, liabilities, costs and expenses (including, without limitation, reasonable attorneys' fees and costs of litigation) (collectively, the "Grantor Claims") suffered or incurred by or asserted against Grantor arising from or relating to the use of the Easement Area by Grantee, its employees, customers, guests, tenants, assignees or agents.

8. Liens. IN ACCORDANCE WITH CHAPTER 713, FLORIDA STATUTES, THE INTEREST OF GRANTOR IN THE EASEMENT AREA SHALL NOT BE SUBJECT TO LIENS FOR ANY WORK CONTRACTED FOR BY GRANTEE. In confirmation of the foregoing, nothing contained in this Agreement shall be construed to subject the estate of Grantor in the Easement Area to liability under Construction Lien Law of the State of Florida, it being expressly understood that Grantor's estate shall not be subject to such liability. Notification of this limitation of liability shall be included by Grantee in all Notices of Commencement as to real property which includes the Easement Area and reference shall be made to this Agreement by the Book and Page of its recording in the Public Records of Monroe County, Florida. Further, Grantee shall notify all contractors and other persons furnishing services or materials of this provision. All persons contracting with the Grantee for the doing of any work or the furnishing of any materials on or to the Premises, and all material men, contractors, mechanics and laborers, are hereby charged with notice that they must look to the Grantee only to secure payment of any bill for work done or materials furnished as to the property subject to this Agreement. In the event that a claim of lien is filed against the Easement Area in connection with any work performed by or on behalf of Grantee, Grantee shall satisfy such claim, or shall transfer the claim to security, within thirty (30) days from the date of the filing. In the event Grantee fails to satisfy or transfer such claim within the said thirty (30) day period, Grantor may do so and thereafter seek to recover from Grantee, all costs incurred by Grantor in connection with satisfaction or transfer of such claim, including attorneys' fees, which shall be payable upon demand. Further, Grantee agrees to indemnify and hold Grantor harmless from and against any damage or loss incurred by Grantor as a result of such Claims of Lien, as stated herein. The Grantee shall strictly comply with the construction lien laws of the State of Florida.

9. <u>Compliance with Laws</u>. Grantee shall comply with all federal, state and local laws, regulations and ordinances applicable to the Easement Area, including but not limited to the City of Key West Code of Ordinances and Florida Building Code.

10. <u>Right of Grantor to Cure.</u> In the event that Grantee fails to comply with any such federal, state and local laws, regulations and ordinances and is cited by a governing government entity, or with its obligations under this Agreement, then Grantor, after fourteen (14) days written notice to Grantee, shall have the right to undertake corrective action to cure such non-compliance in which case Grantee shall indemnify Grantor for the expenses related to bringing such non-compliance into compliance. Notwithstanding the foregoing, in the event that Grantee has acted diligently to cure a non-compliance, but such cure is of the nature that takes more than fourteen (14) days to cure, than Grantee shall be provided reasonable extensions of time during such diligent effort to bring a non-compliance into compliance.

11. <u>Covenant Running with the Land</u>. This Agreement shall be binding on and shall inure to the benefit of the parties hereto and their respective successors in title, assigns, lessees, licensees and invitees to each parcel or any portion thereof, as a covenant and restriction running with the land.

12. <u>Further Assurances</u>. Grantor and Grantee agree to execute any documents or instruments reasonably required by any mortgagee, governmental or quasi-governmental entity to make the Easement granted hereby effective for the purposes expressly intended.

13. Miscellaneous.

a. <u>Amendments</u>. This Agreement constitutes the entire agreement and understanding of the parties with respect to the subject matter hereof and shall not be amended or modified except by written agreement executed by the parties.

b. <u>Exhibits</u>. All exhibits attached hereto are incorporated herein and made a part hereof by this reference.

c. <u>No Warranties of Grantor</u>. Grantor does not warrant title to the real property encumbered by this Agreement nor does Grantor warrant or represent that Grantee will be permitted

by any governmental authorities having jurisdiction over the Easement Area to make any particular use of the Easement Area.

d. <u>Recording</u>. It is intended that this Agreement shall be recorded in the Public Records of Monroe County, Florida.

e. <u>Participation</u>. Grantor and Grantee have participated fully in the negotiation and preparation of this Agreement with full benefit of counsel. Accordingly, this Agreement shall not be more strictly construed against any of the parties.

f. <u>Headings</u>. All sections and descriptive headings in this Agreement are inserted for convenience only, and shall not affect the construction or interpretation hereof.

g. <u>Severability</u>. Inapplicability or unenforceability of any portion of this Agreement or any instrument executed and delivered pursuant thereto shall not limit or impair the operation or validity of any other provision of this Agreement or any such other instrument.

h. <u>Choice of Law</u>. The Parties agree that this Easement shall be governed by the laws of the State of Florida any litigation arising out of the Easement shall be filed in the Sixteenth Judicial Circuit for the State of Florida, in and for Monroe County, Florida.

i. <u>Attorneys' Fees.</u> In the event of a dispute, each party shall bear its own attorneys' fees and costs except as to the provisions for indemnity by the Grantee which requires the Grantee to pay the attorneys' fees of the Grantor.

j. Waiver of Jury Trial. GRANTOR AND GRANTEE (BY ACCEPTANCE HEREOF) HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE THE RIGHT EITHER MAY HAVE TO A TRIAL BY JURY IN RESPECT TO ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT, AND ANY AGREEMENT CONTEMPLATED TO BE EXECUTED IN CONJUNCTION HEREWITH, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF EITHER PARTY. IN WITNESS WHEREOF, the parties hereto have executed this Easement on this _____ day of December 2022.

GRANTOR:

Signed, sealed and delivered

[]

lerver

in the presence of

Print Name:

STATE OF LIN

COUNTY OF MOANNE

Jack Bradham

Print Name: Elizabeth Kehae

The foregoing instrument was acknowledged before me by means of \boxtimes physical presence or \square online notarization, this $\stackrel{\frown}{\longrightarrow}$ day of December 2022, by Jack Bradham, who is \square personally known or identified.

Public
Ann Bradham
Print Name:

online notarization, this _____ day of December, 2022, by Mary Ann Bradham, who is \Box personally known or who \Box produced ______ as

TPADOCS 24566857 1 12/21/22 4:51PM IN WITNESS WHEREOF, the parties hereto have executed this Easement on this _____ day of December 2022.

GRANTOR:

Jack Bradham

Signed, sealed and delivered in the presence of:

Print Name:

Print Name:

STATE OF ______

The foregoing instrument was acknowledged before me by means of \Box physical presence or \Box online notarization, this _____ day of December 2022, by Jack Bradham, who is \Box personally known or who \Box produced ______ as identification.

NOTARY SEAL

Notary Public

GRANTOR:

Bradhern lan

MAB May Ann Bradham

Signed, sealed and delivered in the presence of:

MI agnuson Franco Print Name:

Cenam	00	
0	Q 1	
Print Name:	Chase	Franco

STATE OF ______ COUNTY OF _____

TPADOCS 24566857

The foregoing instrument was acknowledged before me by means of physical presence or \Box online notarization, this <u>c</u> day of January, 2023, by Mary Ann Bradham, who is \Box personally known or who \Box produced <u>Douck</u> <u>cleanse</u> as

Cheryl Magnuson-Franco NOTARY PUBLIC Rowan County, North Carolina	Children 1 M.	ugnuson Prana 5-26
		· cy

Notary Public

GRANTEE:

Peggy W. Burnham

Signed, sealed and delivered in the presence of:

au main Print Name: mer STATE OF COUNTY OF

Print Name:

The foregoing instrument was acknowledged before me by means of Aphysical presence or \Box online notarization, this <u>\64</u> day of December 2022, by Peggy W. Burnham, who is A personally known or who \Box produced ______

as identification.

NOTARY SEAL

Notary Public



EXHIBIT A

TPADOCS 24566857 1 12/21/22 4:51PM



APPLICATION

HARC MAJOR PROJECTS CERTIFICATE OF APPROPRIATENESS



City of Key West 1300 White Street Key West, Florida 33040

	HARC COA #	REVISION #	INITIAL & DATE
v West			
t	FLOOD ZONE	ZONING DISTRICT	BLDG PERMIT #
33040	AE7	HMDR	

A PRE-APPLICATION MEETING WITH HARC STAFF IS REQUIRED PRIOR TO SUBMITTAL

ADDRESS OF PROPOSED PROJECT:	309 William Street		
NAME ON DEED:	Craig A Schmitz Trust PHONE NUMBER 314-565-4148		
OWNER'S MAILING ADDRESS:	23 Windcastle Drive EMAIL craig@craigschmitz.com		
	St. Charles, MO 63304		
APPLICANT NAME:	Sandbar Design Studio, Inc	PHONE NUMBER 847-903-5854	
APPLICANT'S ADDRESS:	29183 Camellia Lane	EMAIL INFO@SANDBARDESIGNSTUDIO.COM	
	Big Pine Key, FL 33043		
APPLICANT'S SIGNATURE:	Crica Poole	DATE 4/18/2025	

ANY PERSON THAT MAKES CHANGES TO AN APPROVED CERTIFICATE OF APPROPRIATENESS MUST SUBMIT A NEW APPLICATION.

FLORIDA STATUTE 837.06: WHOEVER KNOWINGLY MAKES A FALSE STATEMENT IN WRITING AND WITH THE INTENT TO MISLEAD A PUBLIC SERVANT IN THE PERFORMANCE OF HIS OR HER OFFICIAL DUTY SHALL BE GUILTY OF A MISDEMEANOR OF THE SECOND-DEGREE PUNISHABLE PER SECTION 775.082 OR 775.083. THE APPLICANT FURTHER HEREBY ACKNOWLEDGES THAT THE SCOPE OF WORK AS DESCRIBED IN THE APPLICATION SHALL BE THE SCOPE OF WORK THAT IS CONTEMPLATED BY THE APPLICANT AND THE CITY. THE APPLICANT FURTHER STIPULATES THAT SHOULD FURTHER ACTION BE TAKEN BY THE CITY FOR EXCEEDING THE SCOPE OF THE DESCRIPTION OF WORK, AS DESCRIBED HEREIN, AND IF THERE IS CONFLICTING INFORMATION BETWEEN THE DESCRIPTION OF WORK AND THE SUBMITTED PLANS, THE AFOREMENTIONED DESCRIPTION OF WORK SHALL BE CONTROLLING.

PROJECT INCLUDES: REPLACEMENT OF WINDOWS \times RELOCATION OF A STRUCTURE ELEVATION OF A STRUCTURE PROJECT INVOLVES A CONTRIBUTING STRUCTURE: YES NO INVOLVES A HISTORIC STRUCTURE: YES NO PROJECT INVOLVES A STRUCTURE THAT IS INDIVIDUALLY LISTED ON THE NATIONAL REGISTER: YES NO NO

DETAILED PROJECT DESCRIPTION INCLUDING MATERIALS, HEIGHT, DIMENSIONS, SQUARE FOOTAGE, LOCATION, ETC.

GENERAL:

RAISING OF EXISTING RESIDENCE TO 1" ABOVE DESIGN FLOOD ELEVATION. NEW ADDITION ON SIDE OF HOUSE. FUTURE POOL PER PLAN, WITH LOUVER WALL FOR SCREENING FROM SAWYER LANE.

MAIN BUILDING:

DEMOLITION (PLEASE FILL OUT AND ATTACH DEMOLITION APPENDIX):

DEMO OF EXISTING REAR SHED STRUCTURES (NON-HISTORIC). SEE DEMO APPENDIX

APPLICATIONS MUST BE SUBMITTED IN PERSON WITH HARD COPIES BY 3PM ON THE SCHEDULED DEADLINE PLEASE SEND AN ELECTRONIC COPY OF ALL DOCUMENTS CITY_HARC@CITYOFKEYWEST-FL.GOV

ACCESSORY STRUCTURE(S):		
FUTURE POOL PER PLAN		
PAVERS:	FENCES:	
	4' PICKET FENCE & 10' WIDE GATE PER PLAN	
DECKS:	PAINTING:	
WOOD FRAME DECKS PER PLAN, FRONT & REAR	PAINT COLOR TBD, WITH HARC APPROVAL,	
	DURING CONSTRUCTION	
SITE (INCLUDING GRADING, FILL, TREES, ETC):	POOLS (INCLUDING EQUIPMENT):	
	FUTURE POOL PER PLAN, CONCEALED FROM	
	SAWYER LANE W/ LOUVER WALL	
ACCESSORY EQUIPMENT (GAS, A/C, VENTS, ETC):	OTHER:	

OFFICIAL USE ONLY:		HARC CO	MMISSION REVIEW	EXPIRES ON:
MEETING DATE:	APPROVED	NOT APPROVED	DEFERRED FOR FUTURE CONSIDERATION	INITIAL:
MEETING DATE:	APPROVED	NOT APPROVED	DEFERRED FOR FUTURE CONSIDERATION	INITIAL:
MEETING DATE:	APPROVED	NOT APPROVED	DEFERRED FOR FUTURE CONSIDERATION	INITIAL:
REASONS OR CONDITIONS:	A			
STAFF REVIEW COMMENTS;				
FIRST READING FOR DEMO:			SECOND READING FOR DEMO:	
HARC STAFF SIGNATURE AND I	DATE:		HARC CHAIRPERSON SIGNATURE AND DATE:	

THIS APPLICATION MAY BE REVIEWED BY PLANNING DEPARTMENT STAFF.

HARC CERTIFIC	CATE OF APPROPRIATENESS	: DEMOLITION AP	PENDIX	
City of Ke	ey West	HARC COA #	INITIAL & DATE	
1300 White Stre Key West, Flori		ZONING DISTRICT	BLDG PERMIT #	
ADDRESS OF PROPOSED PROJECT:	309 William Street			
PROPERTY OWNER'S NAME:	Craig A Schmitz Trust			
APPLICANT NAME:	Sandbar Design Studio, Inc			
Appropriateness, I realize that this project	and that the work shall conform to all applica will require a Building Permit approval PRIOR cation. I also understand that any changes to	to proceeding with the w o an approved Certificate	rork outlined above and that a	
	5		DATE AND PRINT NAME	
	DETAILED PROJECT DESCRIPTION OF D	EMOLITION		
	EW FOUNDATION TO REPLACE		FOUNDATION.	
CRITERIA	FOR DEMOLITION OF CONTRIBUTING OR I	HISTORIC STRUCTURES	2	
	ness may be issued for a demolition requents are met (please review and commen			
	ntributing or historic building or structure, the deterioration or it does not meet any of the		lished unless its condition is	
(a) The existing condition of the	e building or structure is irrevocably compro	omised by extreme deteri	oration.	
	N IS EITHER NON-EXISTENT ETERIORATED AND NON-HIS ELEVATION.			
(2) Or explain how the building or structu	re meets the criteria below:			

(a) Embodies no distinctive characteristics of a type, period, or method of construction of aesthetic or historic significance in the city and is not a significant and distinguishable building entity whose components may lack individual distinction.

Nothing in this application is intended to alter the authority of the Building Official to condemn for demolition dangerous buildings, as provided in Section 102-218 of the Land Development Regulations and Chapter 14 of the Code of Ordinances.

(b) Is not specifically associated with events that have made a significant contribution to local, state, or national history.

(c) Has no significant character, interest, or value as part of the development, heritage, or cultural characteristics of the city, state or nation, and is not associated with the life of a person significant in the past.

(d) Is not the site of a historic event with significant effect upon society.

(e) Does not exemplify the cultural, political, economic, social, or historic heritage of the city.

(f) Does not portray the environment in an era of history characterized by a distinctive architectural style.

(g) If a part of or related to a square, park, or other distinctive area, nevertheless should not be developed or preserved according to a plan based on the area's historic, cultural, natural, or architectural motif.

(h) Does not have a unique location or singular physical characteristic which represents an established and familiar visual feature of its neighborhood or of the city, and does not exemplify the best remaining architectural type in a neighborhood.

Nothing in this application is intended to alter the authority of the Building Official to condemn for demolition dangerous buildings, as provided in Section 102-218 of the Land Development Regulations and Chapter 14 of the Code of Ordinances.

(i) Has not yielded, and is not likely to yield, information important in history,

CRITERIA FOR DEMOLITION OF NON-CONTRIBUTING OR NON-HISTORIC STRUCTURES:

The following criteria will also be reviewed by the Historic Architectural Review Commission for proposed demolitions. The Commission shall not issue a Certificate of Appropriateness that would result in the following conditions (please review and comment on each criterion that applies):

(1) Removing buildings or structure that are important in defining the overall historic character of a district or neighborhood so that the character is diminished.

THE REAR SHED STRUCTURES ARE NON-HISTORIC AND DO NOT DEFINE THE OVERALL HISTORIC CHARACTER OF THE DISTRICT/NEIGHBORHOOD

(2) Removing historic buildings or structures and thus destroying the historic relationship between buildings or structures and open space.

THE REMOVAL OF THESE STRUCTURES DOES NOT DESTROY THE HISTORIC RELATIONSHIP BETWEEN BUILDINGS AND OPEN SPACE. PER THE SANBORN MAP, THE REAR OF THE LOT DID NOT HAVE A RESIDENCE ON IT. THE SIDE YARD HAD STRUCTURES ALONG THE RED DOORS.

(3) Removing an historic building or structure in a complex; or removing a building façade; or removing a significant later addition that is important in defining the historic character of a site or the surrounding district or neighborhood.

THE REAR SHED ADDITIONS ARE NOT HISTORIC TO THE SITE.

(4) Removing buildings or structures that would otherwise qualify as contributing.

THE REAR STRUCTURES ARE NOT CONTRIBUTING.

SANBORN MAPS



1962 Sanborn Map.



1948 Sanborn Map.



1926 Sanborn Map.



1912 Sanborn Map.



1899 Sanborn Map.
PROJECT PHOTOS



STREET VIEW



BACK YARD



SIDE VIEW



SIDE VIEW



GENERAL CONTRACTORS

Par-Con, Inc. 906 Grinnell St Key West, FL 33040 850-832-1566

CGC1525303

BURNHAM RESIDENCE

REMODEL

June 5, 2025













GENERAL CONTRACTORS

Par-Con, Inc. 906 Grinnell St Key West, FL 33040 850-832-1566

CGC1525303

BURNHAM RESIDENCE

EMODEL

SID

June 5, 2025







PARCON

GENERAL

CONTRACTORS

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June 5, 2025

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Site Plan



SURVEY



PROPOSED DESIGN

RESIDENTIAL REMODEL 906 GRINNELL STREET KEY WEST, FL 33040

SHEET INDEX

1	COVER SHEET
2	PARCEL SUMMARY
3	SURVEY & SITE DATA CALCS
4	EXISTING FLOOR PLAN W/ DIMENSIONS
5	EXISTING ELEVATIONS
6	PROPOSED ELEVATIONS
7	PHOTOS
8	PHOTOS
9	SITE PLAN
10	
11	
12	
13	





GENERAL CONTRACTORS

Par-Con, Inc. 906 Grinnell St Key West, FL 33040 850-832-1566

CGC1525303

BURNHAM RESIDENCE

ESIDENTIAL REM

July 9, 2025

Cover Sheet



VICINITY MAP

GENERAL NOTES

All work shall comply with the Florida Building Code 2020, and all applicable laws, codes and ordinances of the city, county and state of Florida. In the county of Monroe, applicable Codes forming the basis of this design and compliance requirements for the contractor include:

1'			MILLA
	BUILDING	Florida Building Code, 2020	LEGAL
	ELECTRICAL	National Electric Code, 2017	
	PLUMBING	Florida Building Code (Plumbing) 2017	
	MECHANICAL	Florida Building Code (Mech) 2017	
	GAS	LP Gas Code (Mech) 2017	NEIGH
	-		

WIND: This project is designed in accordance with ASCE 7-16 to resist wind loads of 180 miles per hour (gusts) (exposure D).

WIND: The site of this building is not subject to special topographic wind effects as per Section 1609.1.1.1 of the code.

Verify field dimensions prior to submitting bid.

Where discrepancies between drawings, specifications and code requirements occur, adhere to the most stringent requirement.

Dimensions shall take precedence over scale, larger scale details shall take precedence over smaller details and, in the case of additions, renovations or refurbishing projects, actual dimensions shall take precedence over written dimensions.

All new utilities shall be underground, unless otherwise specified.

Contours and existing grades shown are approximate. Verify with field conditions. Slope all grades away from building(s). Planting areas shall be graded with soil suitable for planting.

The owner shall be responsible for all permits, fees, approvals, insurance and taxes necessary for the execution of work of the project, unless otherwise agreed.

OWNER

BURNHAM, PEGGY W 906 GRINNELL STREET KEY WEST, FL 33040



STREET VIEW



BUILDING PLAN

CODE	DESCRIPTION	SKETCH AREA	FINISHED AREA	PERIMETER
OPX	EXE OPEN PORCH	630	0	0
FLA	FLOOR LIV AREA	1,660	1,660	0
OPF	OP PR UNFIN LL	65	0	0
SBF	UTIL FIN BLK	23	0	0
TOTAL		2,378	1,660	0

BUILDING SUMMARY

BUILDING ID
STYLE
BUILDING TYPE
GROSS SQ FT
FINISHED SQ FT
STORIES
CONDITION
PERIMETER
INTERIOR WALLS
EXTERIOR WALLS
YEAR BUILT
EFFECTIVE YEAR BUILT
FOUNDATION
ROOF TYPE
ROOF COVERAGE
FLOOR TYPE
HEATING TYPE
BEDROOMS
FULL BATHROOMS
HALF BATHROOMS
GRADE
NUMBER OF FIRE PL

PARCEL SUMMARY

PARCEL SU	JMMARY
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PARCEL ID	00021520-000000
PROPERTY ID	1022268
MILLAGE GROUP	10KW
LEGAL DESCRIPTION	KW PT LOT 3 SQR 4 TR 6 G67-294 OR1055-494/95 OR1295-1900/02 OR1352-213/15 OR1441-498 OR1711-716/18 OR1715-2323/25 OR2363-1020/22

NEIGHBORHOOD	6103
PROPERTY CLASS	SINGLE FAMILY RESID (0100)
SUBDIVISION	
SEC / TWP / RNG	05/68/25
AFFORDABLE HOUSING	NO

1628 2 STORY ELEV, FOUNDATION S.F.R. - R1 / R1 2,378 1,660 2 FLOOR GOOD 236 WD PANL / CUSTOM ABOVE AVERAGE WOOD 1928 2007 CONCR FTR GABLE/HIP METAL CONC S/B GRND FCD/AIR DUCTED W/ 0% NONE 2 $\mathbf{0}$ 600 0



GENERAL CONTRACTORS

Par-Con, Inc. 906 Grinnell St Key West, FL 33040 850-832-1566

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July 9, 2025

Parcel Summary



<u>SITE DATA</u>

LOT AREA 4,530 S.F.

	<u>ALLOWED</u>	<u>EXISTING</u>
BUILDING COVERAGE	2,265 S.F. (50%)	1,515 S.F. (3
IMPERVIOUS SURFACE	2,718 S.F. (60%)	2,195 S.F. (4
SETBACKS FRONT REAR EAST SIDE WEST SIDE	10' 20' 5' 5'	20'-6" 29'-7" 3'-9" 15'-8"
BUILDING HEIGHT	30'	30'



- (33%) 1,617 S.F. (36%)
- (48%) 2,607 S.F. (58%)

NO CHANGE 21'-10" NO CHANGE 5'-5"

NO CHANGE





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BURNHAM RESIDENCE

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Survey & Site Data

3

RESIDENTIAL REMOD

PROPOSED FLOORPLAN GROUND FLOOR



EXISTING FLOORPLAN GROUND FLOOR



38'-5"

PROPOSED FLOORPLAN SECOND FLOOR



EXISTING FLOORPLAN SECOND FLOOR









BUILDING COVERAGE



EXISTING



ADDING 260 S.F.



REMOVING 297 S.F.



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Existing Floorplan with Dimensions











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Existing Elevations



RAISE THIS SECTION OF ROOF TO ACCOMMODATE SECOND STORY BATHROOM

REMOVE SHED







EXAMPLE: FABRIC AWNING ON METAL FRAME













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July 9, 2025

Proposed Elevations



06 Grinnell Street, Key West, Florida 33040



STREET VIEW



BACK YARD



SIDE VIEW



SIDE VIEW



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NO SHUTTERS ON SIDE WINDOWS SHUTTERS ON FRONT OF HOUSE TO REMAIN









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REMODEL

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July 9, 2025





EXISTING SITE PLAN

PROPOSED SITE PLAN

NO TREES WILL BE IMPACTED. A TREE PERMIT WAS PULLED BEFORE REMOVING PALMS BEHIND POOL. PERMIT # T2022-0317 ISSUED SEP 1, 2022

PROPOSED LANDSCAPE PLAN





GENERAL CONTRACTORS

PARCON

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July 9, 2025

Site Plan

NOTICING



The Historic Architectural Review Commission will hold a public meeting at 5:00 p.m. July 22, 2025, at City Hall, 1300 White Street, Key West, Florida. The purpose of the hearing will be to consider a request for:

RENOVATIONS TO HISTORIC HOUSE AND ADDITIONS AT SIDES AND REAR. REDUCTION OF EXISTING POOL IN THE REAR, AND SITE IMPROVEMENTS. DEMOLITION OF REAR HISTORIC SAWTOOTH, DEMOLITION OF SMALL SHED IN NORTH ELEVATION, AND REDUCTION OF POOL SIZE.

#906 GRINNELL STREET

Applicant –906 Grinnell Street Application #C2025-0039

If you wish to see the application or have any questions, you may visit the Planning Department during regular office hours at 1300 White Street, call 305-809-3973 or visit our website at <u>www.cityofkeywest-fl.gov</u>. <u>THIS NOTICE CAN NOT BE REMOVED FROM THE SITE UNTIL HARC FINAL DETERMINATION</u>

ADA ASSISTANCE: It is the policy of the City of Key West to comply with all requirements of the Americans with Disabilities Act (ADA). Please call the TTY number at 800-955-8771 or 800-955-8770 (Voice) or the ADA Coordinator at 305-809-3811 at least five business days in advance for sign language interpreters, assistive listening devices, or materials in accessible format.



HARC POSTING AFFIDAVIT

STATE OF FLORIDA: **COUNTY OF MONROE:**

BEFORE ME, the undersigned authority, personally appeared Stacy Burnham Trepanier (Power of Attorney for Peggy Burnham) , who, first being duly sworn, on oath, depose and says that the following statements are true and correct to the best of his/her knowledge and belief:

1. That a legal notice for Public Notice of Hearing of the Historic Architectural Review Commission (HARC) was placed on the following address:

on the 906 Grinnell Street, Key West, Florida 33040 20 25 . 17th day of July

This legal notice(s) contained an area of at least 8.5"x11".

The property was posted to notice a public hearing before the Key West Historic Architectural Review Commission to be held on Tuesday, July 22 20 25 .

The legal notice(s) is/are clearly visible from the public street adjacent to the property.

The Certificate of Appropriateness number for this legal notice is <u>C2025-0039</u>.

A photograph of that legal notice posted in the property is attached hereto.

Signed Name of Affiant: Date: 17 Address: 3311 Henra Cotta Pr Panama Ceti City: State, Zip: FL, 32408

The forgoing instrument was acknowledged before me on this $\frac{171}{1000}$ day of 20 25

Treagnier By (Print name of Affiant) _ who is personally known to me or has produce'd identification and who did take an oath.

NOTARY PUBLIC Sign Name: ____ Primano Print Name: Dennit Notary Public - State of Florida (seal) My Commission Expires: 10/31 25

mannan Notary Public - State of Florida JENNIFER NEUMANN MY COMMISSION # HH193129 EXPIRES: October 31, 2025 Bonded through Western Surety Company

as

PROPERTY APPRAISER INFORMATION

Monroe County, FL

PROPERTY RECORD CARD

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.

By continuing into this site you assert that you have read and agree to the above statement.

Summary

Parcel ID	00021520-000000
Account#	1022268
Property ID	1022268
Millage Group	10KW
Location Address	906 GRINNELL St, KEY WEST
Legal Description	KW PT LOT 3 SQR 4 TR 6 G67-294 OR1055-494/95 OR1295-1900/02 OR1352-213/15 OR1441-498 OR1711-716/18 OR1715-2323/25
	OR2363-1020/22
	(Note: Not to be used on legal documents.)
Neighborhood	6103
Property Class	SINGLE FAMILY RESID (0100)
Subdivision	
Sec/Twp/Rng	05/68/25
Affordable	No
Housing	



Owner

BURNHAM PEGGY W

906 Grinnell St Key West FL 33040

Valuation

	2024 Certified Values	2023 Certified Values	2022 Certified Values	2021 Certified Values
+ Market Improvement Value	\$378,243	\$363,155	\$331,577	\$289,273
+ Market Misc Value	\$21,679	\$22,367	\$23,055	\$23,742
+ Market Land Value	\$1,372,371	\$1,319,588	\$844,536	\$553,347
= Just Market Value	\$1,772,293	\$1,705,110	\$1,199,168	\$866,362
= Total Assessed Value	\$1,153,128	\$1,048,298	\$952,998	\$866,362
- School Exempt Value	\$0	\$0	\$0	\$0
= School Taxable Value	\$1,772,293	\$1,705,110	\$1,199,168	\$866,362

Historical Assessments

Year	Land Value	Building Value	Yard Item Value	Just (Market) Value	Assessed Value	Exempt Value	Taxable Value	Maximum Portability
2024	\$1,372,371	\$378,243	\$21,679	\$1,772,293	\$1,153,128	\$0	\$1,772,293	\$O
2023	\$1,319,588	\$363,155	\$22,367	\$1,705,110	\$1,048,298	\$0	\$1,705,110	\$O
2022	\$844,536	\$331,577	\$23,055	\$1,199,168	\$952,998	\$0	\$1,199,168	\$0
2021	\$553,347	\$289,273	\$23,742	\$866,362	\$866,362	\$0	\$866,362	\$O
2020	\$503,203	\$296,079	\$24,574	\$823,856	\$823,856	\$0	\$823,856	\$O
2019	\$475,052	\$299,482	\$25,406	\$799,940	\$799,940	\$0	\$799,940	\$O
2018	\$436,344	\$306,289	\$26,238	\$768,871	\$768,871	\$0	\$768,871	\$O

The Maximum Portability is an estimate only and should not be relied upon as the actual portability amount. Contact our office to verify the actual portability amount.

Land

Land Use	Number of Units	Unit Type	Frontage	Depth
RESIDENTIAL DRY (010D)	4,570.00	Square Foot	0	0

Buildings

Building ID Style Building Type Building Nan Gross Sq Ft Finished St Stories Condition Perimeter Functional O Economic Ot Depreciatior Interior Wall	me 2378 Ft 1660 2 Floor GOOD 236 Obs 0 bs 0 n % 12	ATION			Exterior Walls Year Built EffectiveYearBuilt Foundation Roof Type Roof Coverage Flooring Type Heating Type Bedrooms Full Bathrooms Half Bathrooms Grade Number of Fire Pl	ABOVE AVERAGE WOOD 1928 2013 CONCR FTR GABLE/HIP METAL SFT/HD WD FCD/AIR DUCTED with 0% NONE 3 2 0 600 0
Code	Description	Sketch Area	Finished Area	Perimeter		
OPX	EXC OPEN PORCH	630	0	0		
FLA	FLOOR LIV AREA	LOOR LIV AREA 1,660 1,6		0		
OPF	OP PRCH FIN LL	65	0	0		
SBF	UTIL FIN BLK 23 0 0					
TOTAL		2,378	1,660	0		

Yard Items

Description	Year Built	Roll Year	Size	Quantity	Units	Grade
CONC PATIO	1975	1976	0 x 0	1	719 SF	1
FENCES	1996	1997	6 x 25	1	150 SF	2
FENCES	1996	1997	7 x 89	1	623 SF	2
RES POOL	1997	1998	9 x 27	1	243 SF	4
WOOD DECK	1997	1998	0 x 0	1	350 SF	2
BRICK PATIO	1997	1998	0 x 0	1	659 SF	2

Sales

Sale Date	Sale Price	Instrument	Instrument Number	Deed Book	Deed Page	Sale Qualification	Vacant or Improved	Grantor	Grantee
8/1/2001	\$790,000	Warranty Deed		1715	2323	Q - Qualified	Improved		
1/1/1997	\$250,000	Warranty Deed		1441	0498	Z - Unqualified	Improved		
2/1/1994	\$157,000	Warranty Deed		1295	1900	Q - Qualified	Improved		
6/1/1988	\$149,000	Warranty Deed		1055	494	Q - Qualified	Improved		

Permits

				Permit	
Number	Date Issued	Status	Amount	Туре	Notes
25-0165	01/31/2025	Completed	\$25,000	Residential	Exploratory Demo
10-3695	11/15/2010	Completed	\$5,500		R &R EXISTING A/C. INSTALL NEW 4 TON A/C 8 DUCT WORK OPENINGS
10-3460	11/02/2010	Completed	\$50,000		PLACE 12 16x16 CONCRETE COLUMNS FOR SUPPORT OF FLOOR UNDER EXISTING WOOD BEAMS, REPLACE ROTTEN FLOOR JOISTS WITH NEW 3"x8" AND 4"x4' PT JOISTS. PLACE 2 LAYERS OF 3/4 T/G PLY. NEW TIEL AND NEW KITCHEN CABINETS. ATTACH PORCHES IN BACH AND ADD 2 DBL SETS OF FRENCE DOORS ON KITCHEN BACK PORCH AREA
9802305	07/22/1998	Completed	\$2,100	Residential	BRICK PAVING.
9801278	07/02/1998	Completed	\$8,000	Residential	ROOFING
9801278	05/04/1998	Completed	\$8,000	Residential	PORCH AND POOL DECK
9801211	04/15/1998	Completed	\$300	Residential	ELECTRIC FOR POOL
9800986	04/03/1998	Completed	\$20,000	Residential	POOL
9703588	10/01/1997	Completed	\$1,600		SECURITY ALARM
9702964	09/01/1997	Completed	\$7,200		2 CENTRAL AC UNITS
9701656	06/01/1997	Completed	\$25,000		ALTERATIONS/REPAIRS/FENCE
9701635	05/01/1997	Completed	\$6,960		13 SQS V-CRIMP ROOF
B941370	04/01/1994	Completed	\$200		REPLACE DAMAGED WOOD
B940952	03/01/1994	Completed	\$1,000		SANDBLAST INTERIOR

View Tax Info

View Taxes for this Parcel

Sketches (click to enlarge)





Map



TRIM Notice

2024 TRIM Notice (PDF)

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

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