

City Commission / Special Magistrate

19 February 2013

Attn: Ms. Cheryl Smith, Clerk to the City Commission

The City of Key West

P.O. Box 1409

Key West, Florida 33041

Subject: Appeal of Lawful Determination, 417 United Street – Upstairs Addition

RECEIVED
CITY OF KEY WEST
KEY WEST, FLORIDA
2013 FEB 25 AM 8:11

Respectfully request that the City of Key West capricious demand (Exhibit A), that the kitchen in the apartment at 417 United Street be removed within 30 days be immediately rescinded given that the 28 December letter and Lawful Determination Package (Exhibit B) specifically authorized 6 months for compliance action. Pending this appeal, I have already taken action to comply with the 28 December letter and changing at this time would be costly and would unjustly & unnecessarily adversely affect the current apartment tenant.

Request favorable consideration in the manner of the Lawful Determination of 417 United Street based upon the Key West Planning Department failure to consider all available information regarding the qualification of 417 United Street as a Lawful Unit based upon Section 108-991 record determination.

The Planning Department failed specifically because, despite being notified of existing records located at the Monroe County records office, they neglected to use said data in its determination as found in its 28 December 2012 determination letter. Exhibit C shows that Monroe County identified for tax purposes that 417 United was a multi-family residence as demonstrated by the use of the code 08 (Multifamily) for 1986, 1987, and 1988. When I applied for Homesteading for this residence in 2007 the home was identified to me, by Monroe County, as a multi-family residence which I elected to retain as reflected by its current continual coding as a multi-family residence (Exhibit F). In the seventeen years I have owned 417 United Street it has been used as a multifamily for fourteen of those years, with the appropriate licenses and homestead status applied.

Per Section 108-991 units in existence at the time the April 1, 1990 Census was prepared are presumed not to be affected by the Building Permit Allocation System (BPAS) ordinance. It is my position that 417 United exceeds the requirement of meeting "at least two" of the respective criteria. Specifically, the evidence collected by the Planning Department shows the following four criteria are met or exceeded:

- Building permits issued prior to April 1, 1990, Exhibit D (Section 108-991(b))
- Site Visit which indicate that the age of the structure and associated "plumbing and other utilities" pre-date 1990 date established in the Lawful Determination Regulations (LDRs) Exhibit E (Section 108-991(d))
- Documentation for the Monroe County Property Appraiser's office on or about April 1, 1990 Exhibit C, (Section 108-991(h&i))

My contention is that the home addition put in place in 1971 was, obviously by a reasonable person, to have been put in place as an apartment that had multiple uses such as a mother-in-law apartment, lock out apartment, or sublet apartment. I contest that stating that the apartment is simply an “additional bedroom/living area for the main residence” is unreasonable and disingenuous. A normal extra bedroom does not require access by going thru a closet and does normally include its own kitchen, and laundry service. Any reasonable person’s assessment demonstrates the home addition is a second unit as documented in County records for at least seventeen years. (1986 thru 1988 & 2000 thru 2013)

I do not contest the possibility that 417 United Street might have been used as a single residence at various times during its history but submit that this not change its exempt status under BPAS .

V/r



Peter S. Janker

PETER S. OR DIXIE LEE JANKER

703-303-4403 703-992-8192

7688 OAK FIELD CT

SPRINGFIELD VA 22153

5793

3038837140

04

March 5 2015

Date

\$1,000

City of Key West

one thousand dollars & no/100

Dollars



Security Service of America



SECURITY SERVICE

P.O. BOX 10000

16211 La Center Parkway • San Antonio, TX 78256-2419

For Appeal 417 United

Alice G. Janker

#05793



Exhibit

A



THE CITY OF KEY WEST

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

February 18, 2013

**VIA CERTIFIED MAIL
& ELECTRONIC MAIL**
7007-3020-0000-5347-9539
psjanker@yahoo.com

Peter Janker
7688 Oak Field Ct
Springfield, VA 22153-3506

Re: Lawful Unit Determination Update
417 United Street - upstairs addition

Dear Mr. Janker,

Please disregard our request for the current lease in the unpermitted apartment upstairs. After conferring with our Legal Department, a current lease in an illegal structure is not considered in mitigating compliance time. As previously stated in prior correspondence, during the Code Hearing on January 30, 2013, Special Magistrate Jefferson Overby, asked the Planning Department to re-examine the six month timeframe given on a prior LUD denial. Therefore, the Planning Department is re-evaluating all LUD denials and amending the timeframe to remove the kitchen in the unpermitted apartment upstairs in its entirety from six months to 30 days from the date of this letter. You will need to obtain a permit from the Building Department for the removal of the kitchen, as this will require electrical and plumbing work. All electrical and plumbing connections will need to be capped and sealed. City staff will conduct a site visit once the kitchen has been removed.

Additionally, since the Lawful Unit Determination (LUD) letter dated December 28, 2012, did not contain verbiage regarding your appeal rights, the date of this LUD update letter will serve as the final date of determination. Anyone who may wish to appeal an administrative decision may do so in accordance with Section 90-431 of the Land Development Regulations.

Please do not hesitate to contact me at 809-3722 with any questions or comments that you may have.

Respectfully,

A handwritten signature in black ink, appearing to read "Carlene Smith".

Carlene Smith
Development Review Administrator

cc: Donald Leland Craig, AICP, Planning Director
John Woodson, Building Official
Larry Erskine, Chief Assistant City Attorney
Ron Ramsingh, Assistant City Attorney
Carolyn Walker, Licensing Official
Jim Young, Code Compliance Manager
Bonnita Badgett, Code Officer

Exhibit

B



THE CITY OF KEY WEST

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

December 28, 2012

VIA CERTIFIED MAIL
& ELECTRONIC MAIL
7007-3020-0000-5347-9379
psjanker@yahoo.com

Peter Janker
7688 Oak Field Ct
Springfield, VA 22153-3506

Re: Lawful Unit Determination
417 United Street - upstairs addition

Dear Mr. Janker,

This letter is in response to your request for a determination regarding whether two Building Permit Allocation System (BPAS) units are lawfully established on the property located at 417 United Street. The entire property is comprised of a single-family house with an attached unpermitted apartment upstairs. The property is located in the Historic High Density Residential (HHDR) zoning district.

The purpose of the BPAS is to limit residential development commensurate with the City's ability to maintain reasonable and safe hurricane evacuation clearance times as established by the Hurricane Evacuation Model prepared by Post, Buckley, Schuh and Jernigan in 1991 (see Policy 5-1.6.4 of the Comprehensive Plan). The basis for determining existing units shown in the model was the April 1, 1990 Census. Therefore, units in existence at the time the census was prepared are presumed not to be affected by BPAS as established by Objective 1-3.12 and implementing policies of the City of Key West Comprehensive Plan.

A site visit by City staff, which included the Building Official, was conducted on December 27, 2012. The site inspection verified that two units exist today at 417 United Street. Site photographs of the units are included¹. Documentation provided to, as well as information researched by the Planning Department, indicates that the property has one owner occupied unit (main house) and one non-transient unit (unpermitted apartment upstairs). Therefore, one of the two residential units existing today is in question. City records indicate that a permit was issued April 14, 1971 for an addition, which is also reflected in the 1974 property record card³. However, the structure was recognized as a single family home before, during, and after the period (1990-1993) when the state mandated residential Building Permit Allocation System (BPAS) was implemented in the City⁴. Additionally, interior access from the main house to the unpermitted apartment indicates that the original addition in 1971 was intended to be an additional bedroom/living area for the main residential unit, i.e. a "bedroom" addition. The entirety of the evidence presented by you, and that acquired by the Planning Department indicates that the additional unit was not lawfully established.

In conclusion, the Planning Department has reviewed available information and has determined there is not sufficient information to substantiate your request for the second unit. The following are the findings based on the review by the Planning Department relating to activities on the property to date:

- Site Photographs of interior access from the main house to the unpermitted apartment¹;
- 1991 Land Use Inventory which was created by the Planning Department based upon the 1990 US Census, recognized one residential unit²;

- Polk City Directories from 1981-82, 1987 and 1994 recognized one unit⁵; and
- Utility (Keys Energy) and sewer/garbage account records indicate one meter/one unit⁶.

Based on our determination, you will need to maintain access to the unpermitted apartment from the main house and remove the kitchen in its entirety (cabinets, sink, stove, etc.) within six months. However, beginning July 2013, Department of Economic Opportunity (DEO) will begin allocating 90 ROGO/BPAS residential units to Key West for the next 10 years. You may apply for an additional residential BPAS unit contingent upon your ability to demonstrate that the density requirements for the HHDR zoning district can be met.

Please do not hesitate to contact me at 809-3722 with any questions or comments that you may have.

Respectfully,



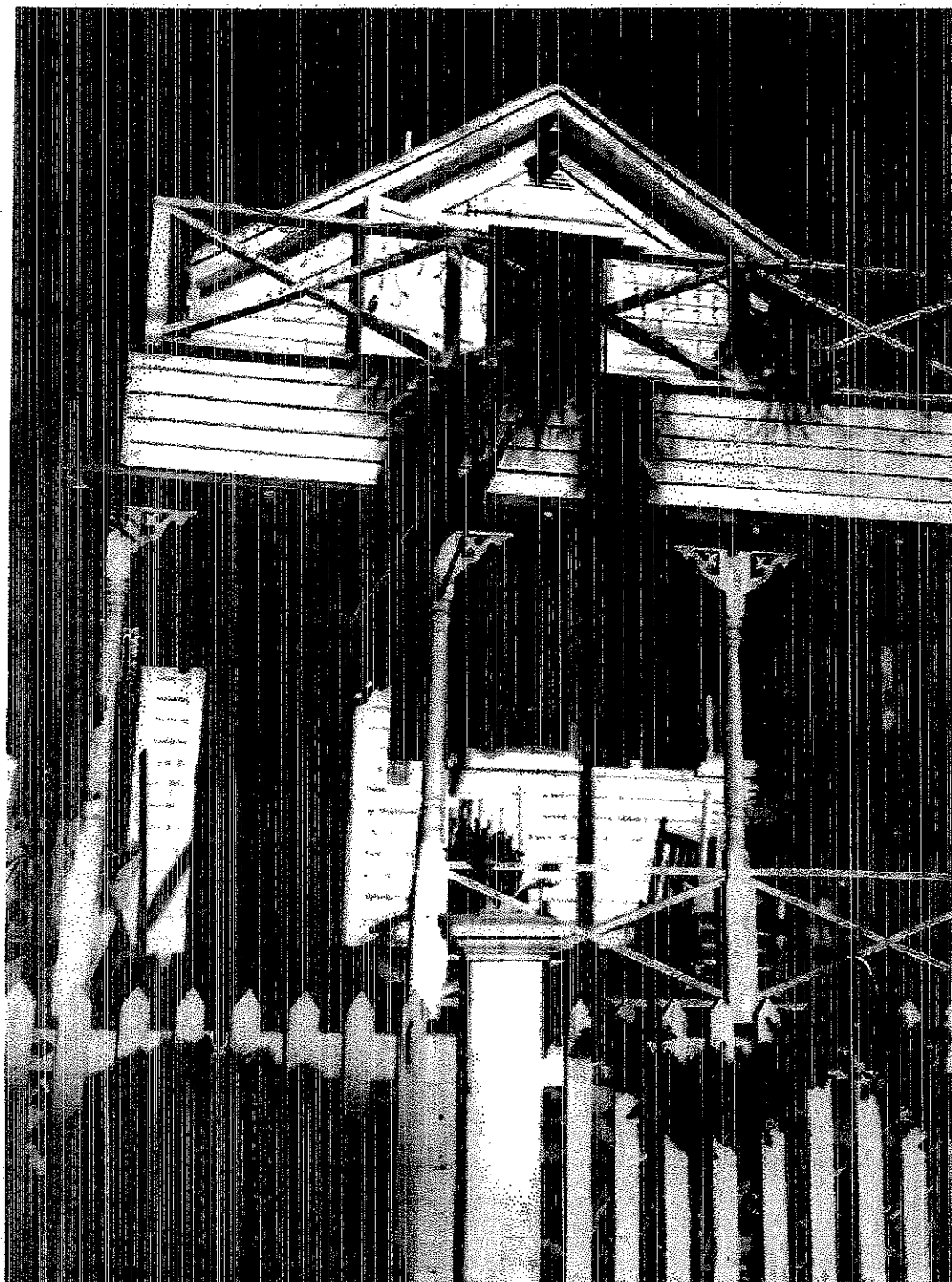
Carlene Smith
Development Review Administrator

Attachments: 1 Site Visit Photos (December 27, 2012)
2 Building Official Memo
3 Building Permit April 14, 1971 and 1974 Monroe County Property Record Card
4 1991 Land Use Inventory
5 Polk City Directories from 1981-82, 1987 and 1994
6 Utility and Sewer/Garbage account information
7 LUD Application

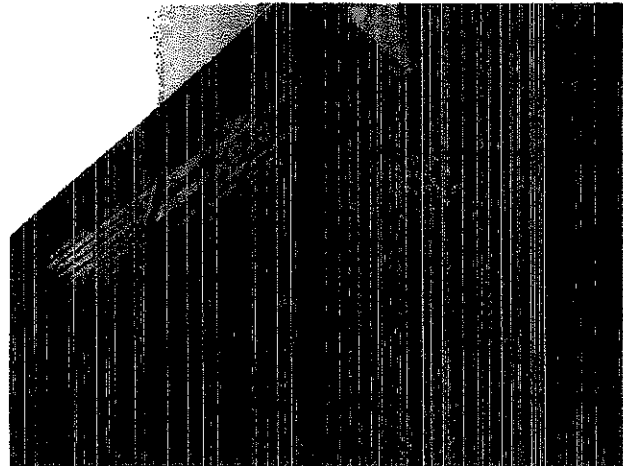
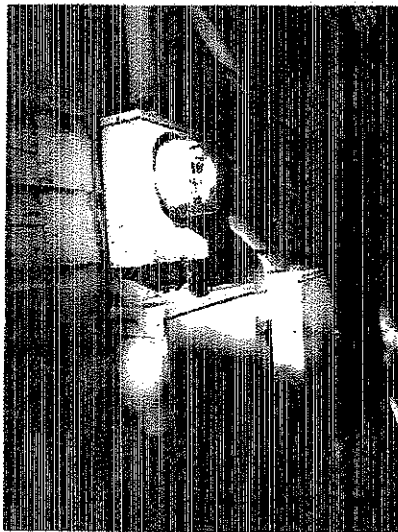
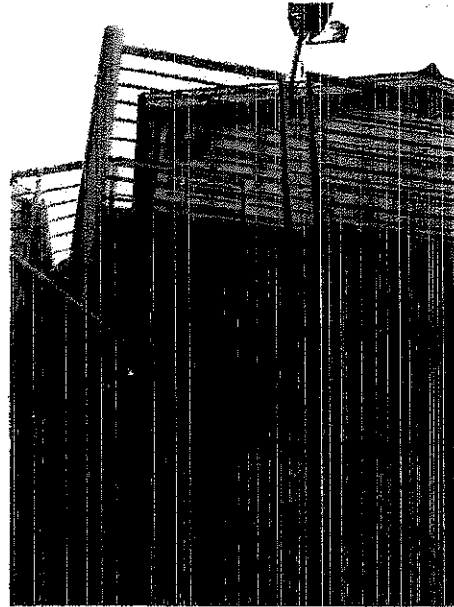
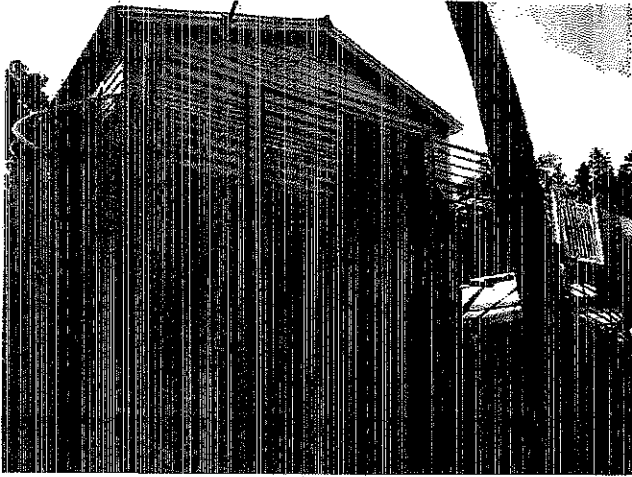
cc: Donald Leland Craig, AICP, Planning Director
John Woodson, Building Official
Larry Erskine, Chief Assistant City Attorney
Ron Ramsingh, Assistant City Attorney
Carolyn Walker, Licensing Official
Jim Young, Code Compliance Manager
Bonnie Badgett, Code Officer
Michael Turner, Utilities Collection Manager
Dave Kraus, Monroe County Property Appraiser

Attachment 1
Site Visit Photos
(December 27, 2012)

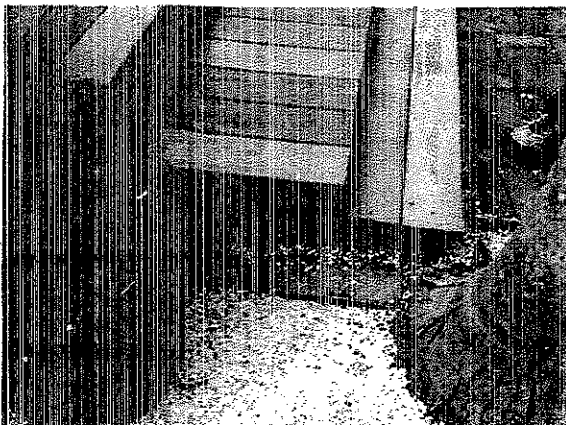
417 United
(site visit 12/27/12)



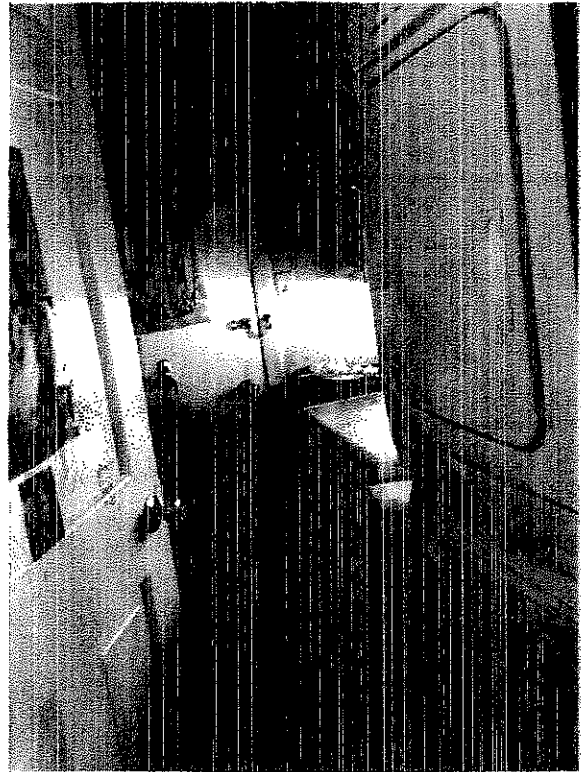
Exterior of unpermitted apartment



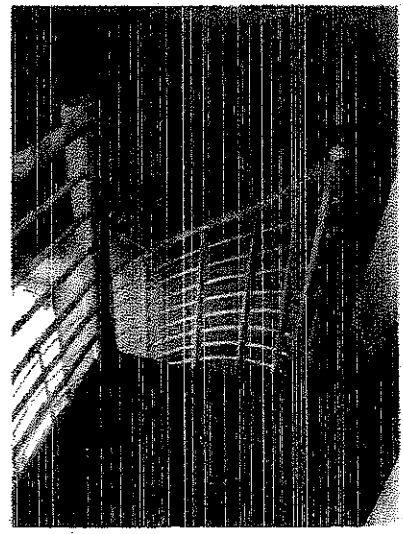
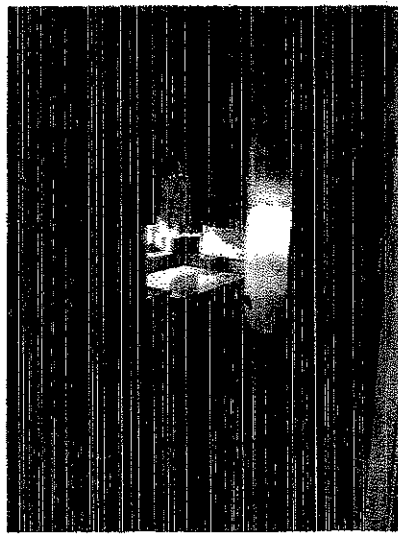
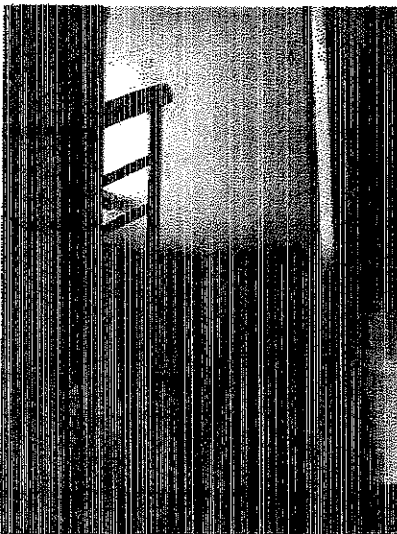
Base of original staircase



**Access door
to the main
house**



Access from the main house



Attachment 2
Building Official Memo



THE CITY OF KEY WEST

Building Department

P.O.Box 1409, Key West, FL 33040

Date: December 27, 2012

To: Carlene Smith, Development Review Administrator

From: John Woodson, Building Official JPW

Re: 417 United, apartment --LUD

The site visit to the above address revealed the age of the plumbing and other utilities that predate the 1990 date established in the LDR's. The structure itself dates back to the early 1970's and is not subject to FEMA regulations as it is pre-FIRM. The upstairs apartment has access from the interior of the main house and from the back of the property via a spiral staircase.

If we can be of any further assistance, do not hesitate to ask. JW

Attachment 3

Building Permit – April 14, 1971
Monroe County Property Record Card 1974

CITY OF KEY WEST

APPLICATION FOR BUILDING PERMIT

FOR OFFICE USE ONLY

This application is subject to the Building Ordinance and all other Ordinances of the City of Key West, Laws of the State of Florida and Rules and Regulations of the Building Division applicable thereto. A copy of approved plans and specifications must be kept at building site during progress of the work. All employers of labor are subject to the provisions of the Florida Workmen's Compensation Act.

Applicant shall complete the following:

OWNER BEN R. Ebert

OWNER'S ADDRESS 417 United St

CONTRACTOR Garman Johnson

CONTRACTOR'S ADDRESS _____

ARCHITECT OR ENGINEER _____

ARCHITECT'S OR ENGINEER'S ADDRESS _____

PURPOSE OF BUILDING _____

NATURE OF WORK addition frame

APPLICANT'S SIGNATURE Garman E. Johnson

BY _____

AK1029998

PERMIT NUMBER B-4305

DATE ISSUED 4/14/71 TOTAL FEE \$ 12-

BY M. Beer

BUILDING GROUP	BUILDING TYPE
APPROVALS	DATE
ZONING	
RESOLUTION	
SEWER	
LINE GRADE	
STRUCTURAL <u>Ray [Signature]</u>	
ELECTRICAL	
PLUMBING	
FIRE PREVENTION	
MECHANICAL	
STATE HOTEL PERMIT #	
STATE HEALTH DEPARTMENT	

LOT ADDRESS
 BLOCK
 SUBDIVISION
 AP#

NEW BUILDING	SQ. FT.	COST \$	FEE \$
ADDITION	<u>240</u>	<u>3500</u>	<u>12-</u>
REMODELING			
REPAIRS			
PATIO	SQ. FT.	COST \$	FEE \$
SWIMMING POOL	GALLONAGE	COST \$	FEE \$

CONSTRUCTION: C. B. S. FRAME OTHER

TYPE COMPOSITION PLUMBING YES NO ELECTRICAL YES NO

ROOF: TILE PLUMBING YES NO ELECTRICAL YES NO

Completed 12/31/72

INSPECTIONS	Inspector's Name	DATE	COMMENTS
FOUNDATION	<u>Reed</u>	<u>5/29/73</u>	<u>NO H</u>
FOUNDATION WALL CAP	<u>4</u>	<u>5/25/73</u>	<u>NO H</u>
GRADE BEAM	<u>1</u>	<u>6/14/73</u>	<u>NO H. Complete</u>
FLOOR SLAB			
LINTEL			
COLUMNS			
TIE BEAMS			
FRAMING			
LATHING			
PARAPET - CAP OR BRAKE			
ROOFING - TIN CAPS			
ROOFING - FINISH			
OFFSTREET PARKING			
FINAL	<u>FJ74384</u>	<u>11/4/73</u>	<u>1200-</u>
C.O. ISSUED			

LOT SIZE _____ X _____

NUMBER OF PARKING SPACES REQUIRED _____

APPROVED _____

REAR

NO INDICATED IN BLUE ON PROP CARD

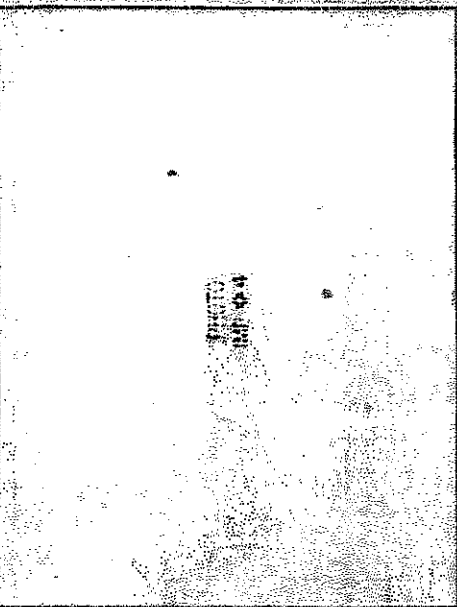
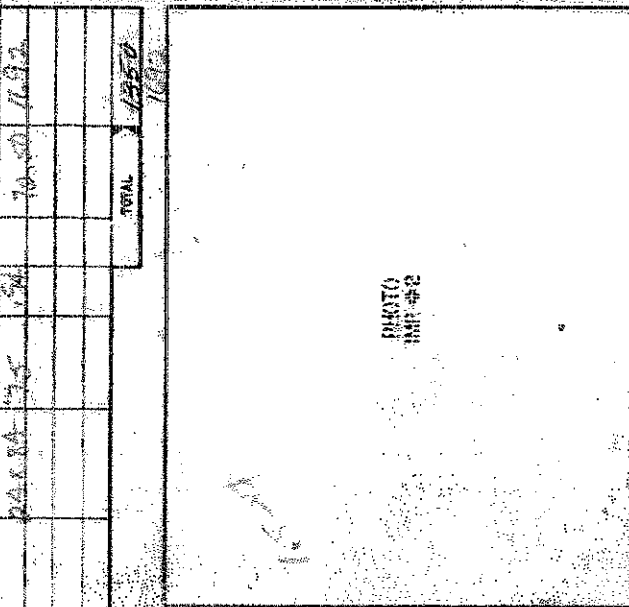
FRONT

This space represents the lot; indicate the building in space showing the distance from lot lines and other buildings.

TAX COLLECTOR'S COPY

LAND COMPUTATIONS

QUAN-TY-DESC	SIZE-AREA	UNIT PRICE	D.F.	C.F.	WIDE OR FRONT FOOT	VALUE
	24.261	1.00	11		58.50	1,413
	244.88	35	56		10.50	2,572
						1,150
					TOTAL	5,135



EILERT BENN E. G. ETUX
 P.O. BOX 472
 GENEVA, ILL. 60134
 30
 78 11 12-01
 308 9
 0892 039 240
 DRHDT-81A-815



419 UNIT 20



RE-29220 1985

VALUATOR TOTALS

LAND	IMPROVEMENTS	TOTAL
1966	1,150	1,150
1973	4,000	4,000
1974	1,692	1,692
1977	6,560	6,560
1980	2,250	2,250
1981		
1982		
1983		
1984		
1985		

NOTES
 6/11/10/00 DR 407-101-116

Attachment 4
1991 Land Use Inventory

CONTINUED ON PAGE NO. 40

WHITFIELD STREET

VIRGINIA 4309

AMERICA

CATHERINE 4317

LOUISIANA

WHITEHEAD STREET

CONTINUED ON PAGE NO. 41

UNITED STREET

CONTINUED ON PAGE NO. 27

WHITFIELD STREET

AMERICA

UNITED STATES OF AMERICA U.S.A. COMMISSARY U.S.A. EDWARD HAYATO CIGAR FACTORY

PARCEL A

PARCEL B

LOUISIANA

WHITEHEAD STREET

CONTINUED ON PAGE NO. 38

UNITED STREET

RECEIVED
MAY 11 1931

Attachment 5
Polk City Directories
(1981-82, 1987 and 1994)

1981-82


YOUR FULL SERVICE CONVENIENCE BANK
 3406 N. Roosevelt Blvd (33040) Phone (305) 294-6611
 MEMBER F.D.I.C. — ALL ACCOUNTS INSURED
FDIC **TO \$100,000**
 Adjacent to Seafordville

UNITED ST—Contd

- 406a*Huneycutt Chris
- 405½ Britt Grant
- 408a*Moima George
- 408b*Gauble Reba
- 410*Hanson George
- 415 Vacant
- 417*Eleri Benj winter res
- 418 Carmen Miranda Veranda
294-8345
- Munbray Beverly © 294-8345
- 419a Blair Michl
- 419b Vacant
- 421 Vacant

DUVAL ST INTERSECTS

- 509 Rodriguez Manuel I ©
296-2902
- 511 Fleitas Joseph R © 294-4744
- 515 Johnson Wm B 296-8415
- Rear James Alberta M 296-2154
- 520 Full Moon Saloon 294-9090
- 521 Pines The motel 296-9494
- Adventure IV Inc motel
296-9494
- Bredice Michl 296-9494
- Poisal David © 296-9494
- 525 Spindrift Apartments 296-9432
- 1 Transient (Apts 1-7)
- 527 Transient
- 531 Valdez Ignacio L © 296-5269

SIMONTON ST INTERSECTS

- 605a Bofill Jose J phys 294-2589
- 605b Sanchez Jose T Jr phys
294-3784
- 615a Kemp E Rosasco acct
294-2581
- 615b Mc Cook Walter R phys
294-3796
- 621 Halloran Geo R © 296-6108
- 622 Pynes Edw F © 294-1636
- 623½ Tynes Edw F Jr ©
294-1573
- 629 Vacant
- Rear Vacant
- 631 Cuervo Manuel F © 294-6178
- 633 Herce Tony Plumbing shop
294-1903
- 635 Gomez Willard A © 296-5446
- 637 Vacant
- 638 Lockwood Robin phys
294-5103
- Gerabanik Ricardo R phys
296-8829

- 639 Demeritt Clara A Mrs ©
294-1521
- Demeritt Glennie E Jr
294-1521
- 641 Broat Nellie M © 296-5169
- Rear Collins Jas W ©
- 644a Transient's
- 644b Transient
- 645 Mastic Trailer Park 294-0903
- Lots
- 1 Vacant
- 2 Graber Jack
- 3 Vagas Felix
- 5 No Return
- 6 Ortiz Richd © 296-5990
- 7*Blanchette Brian J
- 8*Mahony John P ©
- 9*Vitale Philip V
- 10 Henderson L Marguerite
Mrs © 294-3319
- 11 Knowles Richd T ©
- 12 Fernandez Antonio ©
- 13 Powers Charles III ©
- 17 Almyda Clarence J 294-9622
- 18 Rodriguez John © 296-8007
- 22 Richardson Terence N ©
294-2559
- 24 Pumar Rolando © 294-0871
- 25 Sawyer Harry L Jr ©
- 26*Mc Inroe John D
- 28 Vacant
- 29 Karash Michl 296-6279
- 30 Vacant
- 33 Davila Wayne 294-5407
- 646 Albury Hartley M © 296-6282
- 650 Southern Bell Telephone &
Telegraph Co 296-8021
- 726 Midura Charles L

WILLIAM ST INTERSECTS

- 728 Agafeto Rorg
- Rear Hernandez Jorge
- 729a Powell Ruth M 294-8048
- 729b*Rodriguez Orielia ©
- 729c Maxwell Sabrina 296-9646
- 730 Vazquez Maria ©
- 731 Tuya Enrique S 294-9441
- 733*Weed Jay T 296-7219
- 735 Tolan Greg © 296-3605
- Rear Santana J ©
- 737 Acevedo Manuel © 296-5976
- 750 B'Nai Zion Synagogue
294-3437
- Guzod Louis Rey 294-3437

ROYAL ST INTERSECTS

- 890 Hayes John A dentist
296-2722

Bank of The Keys

All Bank of The Keys are members of FDIC.
 ions in The Keys To Serve You
 3048)

Tel. 734-6511

170

- est Heark Goodknight Sally
- 1012 Key West Water Co 294-1268
- 1013 Vacant
- 1014 Vacant
- 27 1016 Vacant
- WATSON ST BEGINS
- 1018 Key West Glass Works
294-0528
- Private Ear Studio recording
studio 296-4288
- 1024 Caribbean Cobbler shoe repr
294-6191
- *Adamany Panzela
- 1026 Vacant
- 1028 Bargain Books & Fantasy
Shop 294-7446
- 1029 Big Daddy's Package Store
liquor ret 294-1248
- 1030 American Beauty Florist
296-6551
- FRANCES ST ENDS
- 1100 Volpian Cash Register
296-5698
- HAVANA ST INTERSECTS
- 1102 Hair Creations beauty salon
294-8265
- 1108 Tropical Business
Opportunities Inc busn
brokerage 294-4719
- 1104 Southernmost Insurance
Agency 294-1002
- Moore & Wardlow cps
294-5234
- 1105 Mc Lemore Tile Co 294-2985
- 1108a Transient
- 1108b Transient
- 1108c Transient
- 1109 Vacant
- 1110 Bike Shop The 294-1073
- VARELA ST BEGINS
- 1113 Horne's Harley Specialties
motorcycles repr 294-3032
- ASHE ST ENDS
- 1114 Vacant
- 1114a Book Rack The 294-0810
- 1114b Malloy's Furniture Squar
- 1116 Transient
- 1126 Truman & White Chevron
Service Center 296-3190

ST PLUMBING, INC.

Barroso and Tony Barroso

e. (33044)

Ph. 294-0131

COTTON CONSTRUCTION

Equipment Rentals — Trenching - Pole Setting - Hole Drilling - Foundations Drilled
 WILLIAM F. COTTON, SR. and LOIS G. COTTON, OWNER

5th St. and 2nd Ave. Stock Island P.O. Box 2385 (33048)

Telephone (305) 296-5634

171

TRUMAN AV.—Contd

- 1127 Quik-Mart No 2 gros
296-9418
- Dion Oil Co 296-2000

WHITE ST INTERSECTS

- 1200 Key West Skill Center
294-0430
- County Police Sub Station
- 1205 Gomez Lawrence @ 296-5997
- 1205b P M Air Conditioning serv
& repr 294-2315
- 1209 Wheels bike rentals sls &
repr 294-6542
- Rondeau Robt

- 1212 Vacant
- 1215 Keller Clarence P @
294-3177

GEORGIA ST INTERSECTS

- 1301 Pine Plaza Apartments
294-8746
- 1 Transients (3 Apts 1-6)
- 1304 Ley Memorial United
Methodist Church 296-3319
- 1305 Keene L Russell II @
296-3962
- 1307 Apartments

- 1 Spaulding Charles H
296-2168
- 2*Veasey Roxie
- 3 Haus George
- 4 Vacant
- 5*Mc Wey Robt

- 1309 Trevor Ben @ 296-5471
- 1311 Morgan Gerald @ 294-5346
- FLORIDA ST INTERSECTS
- 1400 Bay View Park
Island City Tennis 294-1846
- 1401 Sandoval Barbara
- 1402 Delorme Daniel J 294-5430
- 1405 Riley Debbie
- 1406 Regan David @ 296-1697
- 1409 Southard Chas T 294-7119
- 1411 Dickerson Wm J 294-6940
- 1411b Cabanas Henry A Jr @
294-1538
- 1415 No Return

- 1419 Holbrook Colonel W @
296-5382

- PEARL ST INTERSECTS
- 1501 No Return
- 1511 Joppa Of Florida furniture
294-3168

EISENHOWER DR INTERSECTS

- TUNA FISH RD (SIGSBEE
PARK)—FROM SIGSBEE RD
NORTH 1 NORTH OF
DEWEY RD

ZIP CODE 33040

- UNITED ST —FROM 1301
WHITEHEAD ST
NORTHEAST 1 SOUTHEAST
OF LOUISA ST

ZIP CODE 33040

- 401 Heimann Gerard @ 296-2225
- Mc Duffie P O'Neal 296-2225
- 406a*Eversole Jenene
- 406b*Rosswurm Craig
- 406c Toulas Teresa
- 406d No Return
- 408a*Welchman Mike 294-5751
- 408b Hilbig Kurt A
- 408c Mc Kendry Gary
- 410 United Street Realty Inc
294-6259

- 410a*Vaughan Glen E
- 410b Jennings John
- 415 Gaines Richd A 294-7984
- 417 Ellert Benn E winter res
294-3283
- 418 Apartments
- 1 Bjorklund Gene 296-7263
- 2 Levine
- 3 Mardin Jason
- 4 Vacant
- 5 Shepherd Donna
- 419a*Abbott Donna 296-0323
- 419b Herbert Gary 294-6097
- 419c Smith Douglas 294-8389

1987

812 SOUTHARD ST. (33040)



BASKETS
 A LA CARTE LTD.
 294-4498
 296-0496



Powers of the Air Waves!

296-7575



KEYS POOL, INC

COMMERCIAL & RESIDENTIAL CONTRACTOR

Staff C. Cates

RP0045640

294-6005

KEYS COMMUNITY COLLEGE
 KEYS COMMUNITY COLLEGE
 INFORMATION CALL 294-2900
 KEYS COMMUNITY COLLEGE
 294-2900

104

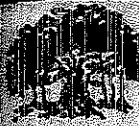
- 1103 Vacant
- 1104 Southernmost Insurance Agency 294-1002
Moore Randy W cpa 294-5234
- 1105-1109 Vacant (3 Hses)
- 1110 Bike Shop the 294-1073
VARELA ST BEGINS
- 1113 Horne's Harley Specialties motorcycles repr 294-3033
ASHE ST ENDS
- 1114 Vacant
- 1114a Book Rack the 294-0810
- 1116 Mc Aleer S
- 1126 Truman & White Chevron Service Center 296-3190
- 1127 Quik-Mart No 2 gros 296-7572

WHITE ST INTERSECTS

- 1200 Vacant
- 1205 Gomez Lawrence @ 296-5997
- 1205b Caribbean Cabbler 294-6191
- 1203 Wheels bike rentals & repr 294-6542
Rondeau Rot4
- 1213 Property Management Key West Fla 296-7744
- 1216 Keller Clarence P @ 294-3177
- GEORGIA ST INTERSECTS**
- 1301 Pine Plaza Apartments 294-8746
1-1 No Return (8 Apts)
- 1304 Ley Memorial United Methodist Church 296-3311
- 1305 Keene L Russell II @ 296-3962
- 1307 Apartments
1-1 No Return (5 Apts)
- 1309 Trevor Ben D @ 296-5471
- 1311 Morgan Gerald @ 294-5346
FLORIDA ST INTERSECTS
- 1400 Bay View Park
Island City Tennis 294-1346
- 1403a Quinley Wm J
- 1403b Davies Adrienne G 296-5255
- 1405 Rife Denbie

BOULEVARD TRAVEL

294-3711



The Banyan Resort

(305) 296-7786
 FAX (305) 294-1107
 1-800-225-0639
 323 Whitehead Street
 Key West, Florida 33040

165

* NEW NEIGHBOR

- TRUMAN AV -Contd**
- Rear Regan David @ 296-1697
- 1409 Southard Chas T 294-7118
- 1411a Aberle Norman
- 1411b Cabanas Henry A Jr @ 294-1538
- 1415a Gillette Wm R @ 296-2060
- 1419a Gibson Mark @ 294-2491
PEARL ST INTERSECTS
- 1421a Boland Chas W @ 296-2550
- 1411 Leto's Interiors 294-1712
Leto's Painting 294-1712
EISENHOWER DR INTERSECTS

- 421b★Grauge Maria
DUVAL ST INTERSECTS

- DUVAL ST INTERSECTS
- 509 Rodriguez Manuel I @ 296-2902
- 511 Fleitas Joseph F @ 294-4744
- 515a Vacation Rental
- 515b No Return
Vacation Rental
- 521 Pines of K W Inc the motel 296-7467
- 525 Rainbow House guest house 292-1450
- 1-8 No Return (8 Apts)

TONA FISH RD (SIGSBEE PARK) FROM SIGSBEE RD NORTH 1 WEST OF DEWEY RD

ZIP CODE 33040

UNITED ST -FROM 1301 WHITEHEAD ST NORTHEAST 1 SOUTHEAST OF LOUISA ST

ZIP CODE 33040

- 401 Reimann Gerard @ 296-2321
Rock
- 406a★Laxer Larvine 296-2243
- 406★Ferrari Flip
- 406★Wetckert Phillip
- 406★ Vacant
- 406★ Weatherby Joe
- 408-408c Vacant (2 Hses)
- 410★ Worthington Edward
- 410★Bragman Edward @
- 415★Madden Paul 296-7434
- 417★Smith Cheryl A
- 418 Apartments
1-5 Vacant (5 Apts)
- 418★Coppotelli Kathy
- 418★ Conrad John M
- 418★ D'Amico Richard 296-4325
- 418★ Castro S 292-1902
- 423★ French Howard G 296-7119

- 629 United Street Realty Inc real est 294-6259
- 531 Valdez Ignacio I @ 296-5258
SIMONTON ST INTERSECTS
- 605 Hernandez Michl phys 294-2232
- 615a Keys Chiropractic Health Center 294-5111
Health Practices 296-3444
- 615b Mc Cook Walter R phys 294-3736
- 621 Halloran Geo R @ 296-6108
- 624★Tynes Bonnie 296-1032
- 620 Vacant
- Rear Morris John M 294-1453
- 631★Russell Celest I @
- 633 Herce Tony Plumbing contes 294-1903
- 635 Gomez Leopoldina P @ 296-1476
- 637★Murphy Jas T 296-9382
- 638 Quik Mart Stores 294-4685
Dion Oil Co 296-2000
- 639 Vacant
- 641 Brost Nelbe M @ 296-5109
Rear Vacant
- 644a Montsalvatge John O 296-9642
- 644b Vacant
- 645 Mastic Trailer Park 294-0903
Lots
1★Nunaz Juan
2★Zyk Leon

Keys Office Equipment

EQUIPMENT - OFFICE SUPPLIES - REPAIRS

535 Eaton St, Key West (29494) Store (305) 294-3035 Service (305) 294-0030

5727 2nd Ave., P.O. Box 2298, Stock Island (33045)

Tel. 294-3411 Facsimile Tel. 294-2799

COMPLETELY AIR CONDITIONED FOR YOUR COMFORT

KEY WEST BAPTIST TEMPLE

REV. MORRIS O. WRIGHT, Pastor

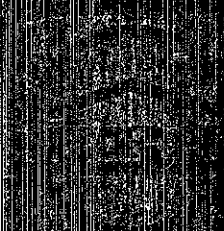
1992

OF
ST. L.

LEWIS

CITY
DIRECTOR

1892



1892

1892

1892

1892

1892

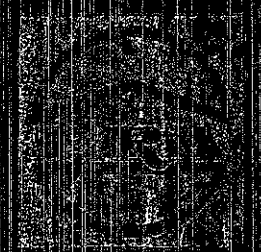
FLORIDA
POLK'S

NEW WEST

CITY
DIRECTORY

1892

R. POLK & CO.
PUBLISHERS



1892

1892

1892

1892

Attachment 6
Utility and Sewer/Garbage
Account information



THE CITY OF KEY WEST
 POST OFFICE BOX 1350
 KEY WEST, FLORIDA 33040

Finance Department
 Division of Revenue

Number 1891

Name Katherine J. Boxfield

Address 200 S. Charles St. Belleville, FL

Location of Proposed Structure or Renovation:

417 United Street

Occupational License Fee: _____

Sewer Fee:

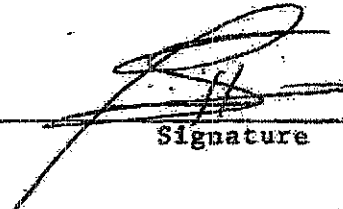
O.K. 1-unit

Garbage Fees: (Residential)

O.K. 1-unit

Garbage Fees: (Commerical) _____

REF 29220



 Signature

12/3/86

 Date



THE CITY OF KEY WEST
 POST OFFICE BOX 1330
 KEY WEST, FLORIDA 33040

Finance Department
 Division of Revenue

Number 10

Name Allegretti, C.

Address 417 United St.

Location of Proposed Structure or Renovation:

Occupational License Fee:

Sewer Fee:

1 unit pd

1020 0495 018
 Garbage Fees: (Residential)

1 unit pd

3010 0545 010
 Garbage Fees: (Commercial)

RE# _____

McC 2-26-88
 Signature Date

Carlene Smith

From: Michael Turner
Sent: Monday, December 03, 2012 11:15 AM
To: Carlene Smith
Subject: Re: 417 United

We are billing it for 1 unit and it looks like as far back as I can see we have been billing it for 1 unit. It is up to date for 1 unit. Let me know if you need any more info.

On Mon, Dec 3, 2012 at 10:52 AM, Carlene Smith <cesmith@keywestcity.com> wrote:

Good morning Mike,

Can you tell me what you have on 417 United?

Thanks!

Carlene

--
Michael Turner
Utilities Collection Manager
City of Key West
(305) 809-3816

Carlene Smith

From: Carolyn Walker
Sent: Monday, December 03, 2012 11:47 AM
To: Carlene Smith
Subject: RE: 417 United

Licensed as one non-trans unit.

Utilities for one unit.

No permits indicating 2 units.

Looks like one.

cw

From: Carlene Smith [mailto:cesmith@keywestcity.com]
Sent: Monday, December 03, 2012 11:37 AM
To: Carolyn Walker
Subject: 417 United

Hi Carolyn,

What information do you have on this property? Owner states that there are 2 units. Main house is used as his vacation home and rear upstairs apartment as a rental.

Thanks!

Carlene

CITY OF KEY WEST, FLORIDA

Occupational License

A City Occupational License is a business tax.
Holder must meet all City zoning and use provisions.
P.O. Box 1409, Key West, Florida 33040 (305)292-8131

Business name . : JANKER, PETER AND DIXIE Ctl nbr . : 2770
Location addr . : 417 UNITED ST
Lic Nbr/Class . : 00 11906 RENTAL-NON-TRANSIENT RESIDENTIAL
Issue date . : 6/19/00 Expiration date . : 9/30/00
Lic Fee . : 16.54
Penalty . : 8.27
Total . : 24.81
Comments . : 1 NON-TRANSIENT RENTAL UNIT

This license must be prominently displayed.

JANKER, PETER AND DIXIE
C/O THOMAS COWARD
420 OLIVIA ST
KEY WEST, FL 33040

PETER AND DIXIE JANKER \$24.81 OR
Date: 6/20/00 51 Receipt: 0086951
CHECK 3660
00000000000000

CITY OF KEY WEST, FLORIDA

Occupational License

A City Occupational License is a business tax.
Holder must meet all City zoning and use provisions.
P.O. Box 1409, Key West, Florida 33040 (305)292-8131

Business name . : JANKER, PETER AND DIXIE Ctl nbr . : 2770
Location addr . : 417 UNITED ST
Lic Nbr/Class . : 99 11906 RENTAL-NON-TRANSIENT RESIDENTIAL
Issue date . : 6/19/00 Expiration date . : 9/30/99
Lic Fee . : 16.54
Penalty . : 8.27
Total . : 24.81
Comments . : 1 NON-TRANSIENT RENTAL UNIT

This license must be prominently displayed.

JANKER, PETER AND DIXIE
C/O THOMAS COWARD
420 OLIVIA ST
KEY WEST, FL 33040

PETER AND DIXIE JANKER \$24.81 OR
Date: 6/20/00 51 Receipt: 0086951
CHECK 3660
00000000000000

Carlene Smith

From: Owen, Grisel
Sent: Monday, December 03, 2012 11:26 AM
To: Carlene Smith
Cc: Tejeda, Lynne; Wetzler, Jack; Arencibia, Heather
Subject: RE: 417 United
Attachments: 417 UNITED ST.pdf

Hi Carlene,

Attached please find the information you requested. There is only one meter located at this address. Please let me know if you need anything else.

Thank you,

Grisel Owen ✉
Records Management Coordinator
Human Resources Specialist
Keys Energy Services
Phone 305-295-1067
Fax 305-295-1070
Grisel.Owen@Keysenergy.com

 Please consider the environment before printing this email

Please note: Florida has a very broad public records law. Most written communications to or from Keys Energy Services are public records and available to the public and media upon request. Your e-mail communication may be subject to public disclosure.

From: Carlene Smith [<mailto:cesmith@keywestcity.com>]
Sent: Monday, December 03, 2012 10:54 AM
To: Owen, Grisel
Subject: 417 United

Good morning Grisel,

Can you forward me a copy of the original connect orders for 417 United? Also can you let me know how many units are being serviced?

Quick Info Account Details

Service Location Info

Account Number: 1060020 Occupant: 43 Name: MARYANN BENICATO Customer: 541702

Service Address: House #: 417 Mod: Street: UNITED ST Apt: Region:

City: KEY WEST State: FL Zip: 33040 Home phone: (305) 995-9065

Service Summary (Browse) Service Details (Browse)

Main Detail Balances/Aging

Item	Total	Current	Overdue	Interest	Late Charge
1	0.00	0.00	0.00	0.00	0.00
2	0.00	0.00	0.00	0.00	0.00

Main Additional

By Date Range

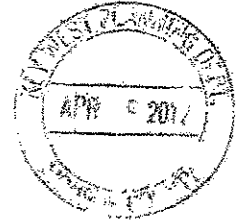
Item	Start Date	End Date	Amount	Balance	Days	Days	Days	Days
1	10/29/2012	10/29/2012	0.00	0.00	0	0	0	0
2	11/05/2012	11/05/2012	56.88	56.88	0	0	0	0
3	11/11/2012	11/11/2012	56.88	113.76	0	0	0	0
4	12/04/2012	12/04/2012	0.00	113.76	0	0	0	0

By Name

Item	Name	Amount	Balance	Days	Days	Days	Days
1	Benicato, Maryann	0.00	0.00	0	0	0	0
2	Benicato, Maryann	56.88	56.88	0	0	0	0
3	Benicato, Maryann	56.88	113.76	0	0	0	0
4	Benicato, Maryann	0.00	113.76	0	0	0	0

Attachment 7
LUD application

APPLICATION
CITY OF KEY WEST
PLANNING DEPARTMENT



Request for a Letter of Lawful Unit Determination (LUD)

Application Fee: \$400.00

Please print or type a response to the following:

1. Site Address 417 United Street
2. Name of Applicant Peter Janke
3. Applicant is: Owner X Authorized Representative _____
(please submit Verification & Authorization Forms)
4. Address of Applicant 417 United Street
5. Phone # of Applicant 703-992-892 Mobile# 703-850-0986 Fax# _____
6. E-Mail Address psjanke@yahoo.com
7. Name of Owner, if different than above _____
8. Address of Owner _____
9. Phone Number of Owner _____ Fax# _____
10. Email Address _____
11. Zoning District of Parcel _____ RE# _____

Number of known Permanent Residential Dwelling Units on Property: 2

Number of known Transient Residential Units on Property: _____

Other uses (i.e. commercial) on Property: _____

Please submit the following to ensure application completeness:
(Please check as you attach each required item to the application)

- Complete application;
- \$400.00 check made out to The City of Key West;
- Proof of ownership;

APPLICATION

- Current Property Record Card(s) from the Monroe County Property Appraiser;
- FCAA Water and Keys Electric utility records (indicating when service was initiated)

If applicable:

- Notarized Agent Authorization Letter (note: authorization is needed from all owner(s) of the subject property)

If available:

- Other records that indicate the existence of residential units (please see the attached Code of Ordinances Section 108-991, BPAS Ordinance for procedures, requirements and guidance)

A site visit by City Staff is required to complete application processing. If deemed necessary the Planning Department may request additional information. Please submit the complete application package to the City of Key West Planning Department, 604 Simonton Street, Key West Florida, 33040.

Section 108-991, Development Not Affected by the Building Permit Allocation System Ordinance:

(3) Units in existence at the time the April 1, 1990, Census was prepared are presumed not to be affected by BPAS. The Administrative Official shall review available documents to determine if a body of evidence exists to support the existence of units on or about April 1, 1990. Units existing in 1990 will be documented through a mandatory site visit by City Staff and at least two of the following records:

- a. Aerial photographs and original dated photographs showing that the structure existed on or about April 1, 1990;
- b. Building permits issued prior to April 1, 1990;
- c. Copies of City Directory entries on or about April 1, 1990;
- d. Site visits which indicate that the age of the structure and associated improvements likely pre-date 1990;
- e. Rental, occupancy or lease records from before and including April 1, 1990, indicating the number, type and term of the rental or occupancy;
- f. Copies of state, county, and city licenses on and about April 1, 1990, indicating the number and types of rental units;
- g. Documentation for Keys Energy Service and Florida Keys Aqueduct Authority indicating the type of service (residential or commercial) provided and the number of meters on or about April 1, 1990;
- h. Documentation for the Monroe County Property Appraiser's Office for the time on or about April 1, 1990 (Green Card); and
- i. Similar documentation as listed above.

Provision of affidavits to support the existence of a unit is allowed, but cannot be the sole record upon which a decision is based. Provision of documents is the responsibility of the applicant. The Administrative Official's decision shall be rendered to the Department of Community Affairs for a determination of consistency with the Principals for Guiding Development.

APPLICATION

Units which are determined not to be affected by the Building Permit Allocation System per this subsection but which have not been previously acknowledged by the Administrative Official are presumed to be lawfully established per Chapter 122, Article II, Nonconformities, if the additional following requirements are met:

- a. The applicant satisfies the Building Department that the unit meets the Florida Building Code, through as built certifications or other means acceptable to the Building Official; and
- b. All back fee payments, including impact fee payments, from 1990 onward, as determined by the Building Department, are made in full.

Transient units which meet the criteria in this subsection will be licensed by the City.

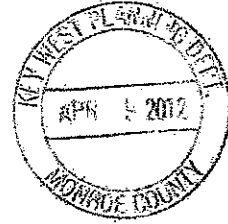
This instrument prepared by:
Kathleen A. Grant, Esq.
604 Whitehead Street
Key West, Florida 33040

Grantee's Social Security No:
Peter S. Jankner 536-66-7854
Dixie L. Jankner

Exam I.D. No:
00029220-000000

MONROE COUNTY
OFFICIAL RECORDS

FILE #1077730
PK#1530 PG#151
RCD Aug 03 1998 01:57PM
DANNY L KOLHAGE, CLERK
DEED DOC STAMP 1400.00
08/03/1998 DEF CLK



(Space reserved for recording)

WARRANTY DEED

THIS INDENTURE,

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 numbers shall include the plural, and the plural the singular, the use of any gender; and, if used, the term "note" shall include all the notes herein described if more than one.

Made this 27th day of July, 1998

Between CAMELLO ALLEGRETTI, A Single Man, party of the first part, and PETER S. JANKNER and DIXIE L. JANKNER, Husband and Wife, 417 UNITED STREET, Key West, Florida 33040, parties of the second part.

WITNESSETH

That the said party of the first part, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, to her hand paid by the said parties of the second part, the receipt whereof is hereby acknowledged, has granted, bargained and sold to the said parties of the second part, their heirs and assigns forever, the following described land, situated, lying and being in the County of Monroe, State of Florida, to wit:

ON THE ISLAND OF KEY WEST, BEING SUBDIVISION 9 OF SQUARE 4 ACCORDING TO D.T. SWEENEY'S DIAGRAM OF A PART OF TRACT 11, RECORDED IN DEED BOOK "L", PAGE 564, MONROE COUNTY, FLORIDA PUBLIC RECORDS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT A POINT ON UNITED STREET DISTANT 173 FEET, 4 1/4 INCHES, FROM THE CORNER OF WHITEHEAD AND UNITED STREETS AND RUNNING THENCE ALONG UNITED STREET IN A NORTHEASTERLY DIRECTION 24 FEET, 4 1/4 INCHES; THENCE AT RIGHT ANGLES IN A NORTHWESTERLY DIRECTION 84 FEET, 2 INCHES; THENCE AT RIGHT ANGLES IN A SOUTHWESTERLY DIRECTION 24 FEET, 4 1/4 INCHES; THENCE AT RIGHT ANGLES IN A SOUTHEASTERLY DIRECTION 84 FEET, 2 INCHES; TO THE PLACE OF BEGINNING.

SUBJECT TO taxes and assessments for the year 1998 and subsequent years; Conditions, restrictions, limitations and easements of record, if any; Laws, zoning laws, regulations or ordinances affecting the subject real property

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.

WITNESSES:

1. Roberta Costa
Print Name: MICHELENA SOLECCI

Camillo Allegretti
CAMILLO ALLEGRETTI

2. Carla Chimetti
Print Name: CARLA CHIMETTI

COUNTRY OF ITALY)

PROVINCE OF)

Republic of Italy
Province of Naples
City of Naples
Consulate General of the
United States of America

The foregoing instrument was acknowledged before me this 27th day of July, 1998, by
CAMILLO ALLEGRETTI, who is personally known to me or who produced _____ an Italian
_____ as identification.

My Commission Expires: 1/1

Raymond D. Toma
NOTARIAL PUBLIC RAYMOND D. TOMA
VICE CONSUL
Print Name:

FILE #1077730
BK#1530 PG#152
MONROE COUNTY
OFFICIAL RECORDS

Apartment Lease

Landlord: Dixie and Peter Janker

Tenant: Ms MaryAnn Ferricato

Property: 417 United Street, Upstairs Apartment Key West Florida 33040

IN CONSIDERATION of the mutual covenants and agreement herein contained, Landlord hereby leases to Tenant and Tenant hereby leases from Landlord the above-described property under the following terms:

1. Term. This lease shall be for a term of 17 months beginning 1 August, 2009 and ending 31 Dec, 2010.
2. Rent. The rent shall be \$1100 per month and shall be due on or before the 1st day of each month. In the event the rent is received more than three (3) days late, a late charge of \$50 per day shall be due. In the event that a check bounces or an eviction notice must be posted, Tenant agrees to pay a \$25 charge and pay for any attorney or court fees.
3. Payment. Payment must be received by Landlord on or before the due date at a bank or address specified by the landlord. Address to be used in the absence of a bank account is 7688 Oak Field Court., Springfield VA 22153. In the event of a check bounces, Landlord may require cash or certified funds.
4. Default. In the event Tenant defaults under any terms of this lease, Landlord may recover possession as provided by Law and seek monetary damages.
5. Security. Landlord acknowledges receipt of the sum of \$1100 as the last month's rent under this lease, plus \$1100 as security deposit. ~~First month's rent and security deposit is due upon signing of this lease.~~ Last month rent will be paid as of 1 December 2009. In the event ^{generally} Tenant terminates the lease prior to its expiration date, said amounts are ^{generally} non-refundable as a charge for Landlord's trouble in securing a new tenant, ^{but} Landlord reserves the right to seek additional damages if they exceed the above amounts. Landlord ^{generally} in all cases will attempt to mitigate tenant loses by re-renting the apartment, ^{and will refund said amounts upon reletting the premises.}
6. Utilities. Tenant agrees to pay electrical utility and to obtain cable services for 417 United, which the landlord will utilize. Landlord will pay sewer, garbage and water for the residence.
7. Maintenance. Tenant has examined the property, acknowledges it to be in good repair. Tenant agrees to keep the premises in good repair and to do keep the yard free of all debris and weeds as well as assorted landscaping. Tenant is responsible for repairs of local fixtures to include: plugged up drains in kitchen and bathrooms; plugged up toilets, broken windows, damaged appliances, damaged carpets and or window coverings and generally all leased property that becomes damages or non-working during the term of tenancy. This provision is not intended to cover normal wear and tear to the property.
8. Locks. If Tenant adds or changes locks on the premises, Landlord shall be given copies of the keys. Landlord shall at all times have keys for access to the premises in case of emergencies.
9. Assignment. This lease may not be assigned by Tenant without the written consent of the Landlord.
10. Use. Tenant shall not use the premises for any illegal purpose or any purpose which will increase the rate of insurance and shall not cause a nuisance for Landlord or neighbors. Tenant shall not create any environmental hazards on the premises.

11. **Yard.** Tenant agrees to maintain the property to include shrubbery and trees on the property at the Tenant's expense.
12. **Liability.** Tenant shall be responsible for insurance on his own property and agrees not to hold Landlord liable for any damages to Tenant's property on the premises.
13. **Access.** Landlord reserves the right to enter the premises for the purposes on inspection and to show the property to prospective Tenants or purchasers with 24 hours notification.
14. **Pets.** No pets shall be allowed on the premises except as allowed in writing by the Landlord. There shall be a \$200 non-refundable pet deposit.
15. **Occupancy.** The premises shall not be occupied by more than one adult.
16. **Tenant's Appliances.** Tenant agrees not to use any heaters, fixtures or appliances drawing excessive current without consent of the Landlord.
17. **Parking.** Tenant agrees that no parking is allowed on the premises except for the marked parking spots. No boats, recreation vehicles or inoperable automobiles may be stored on the premises. Tenant will obtain (at her cost) a local Key West parking sticker from the city for use of marked residential parking on United Street.
18. **Furnishings.** Any articles provided to Tenant and listed on attached schedule are to be returned in good condition at the termination of this lease.
19. **Alterations and Improvements.** Tenant shall make no alterations to the property without the written consent of the Landlord and any such alterations or improvements shall become the property of the Landlord.
20. **Entire Agreement.** This lease constitutes the entire agreement between the parties and may not be modified except in writing signed by both parties.
21. **Harassment.** Tenant shall not do any acts to intentionally harass the Landlord or other tenants.
22. **Attorney's Fees.** In the event it becomes necessary to enforce this Agreement through the services of an attorney, Tenant shall be required to pay Landlord's attorney's fees.
23. **Severability.** In the event any section of this Agreement shall be held to be invalid, all remaining provisions shall remain in full force and effect.
24. **Recording.** This lease shall not be recorded in any public records.
25. **Waiver.** Any failure by Landlord to exercise any rights under this Agreement shall not constitute a waiver of Landlord rights.
26. **Abandonment.** In the event Tenant abandons the property prior to the expiration of the lease, Landlord may relet the premises, to any advances made under such encumbrances, and to any extensions or renewals thereof.
27. **Tenant's interest in the premises shall be subordinate to any encumbrances now or hereafter placed on the, to any advances made under such encumbrances, and to any extension or renewals thereof. Tenant agrees to sign any documents indicating such subordination which may be required by lenders.**
28. **Surrender of Premises.** At the expiration of the term of this lease, Tenant shall immediately surrender the premises in as good condition as the start of this lease.
29. **Liens.** The estate of Landlord shall not be subject to any liens for improvements contracted by the Tenant.
30. **Radon Gas:** Radon is a naturally occurring radioactive gas, which, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit.

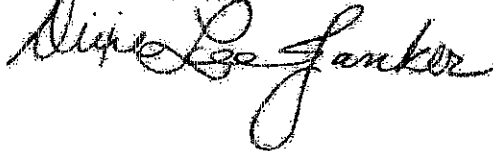
31. Smoke Detectors. Tenant shall be responsible for supplying smoke detectors, for keeping them operational and for changing the battery as needed.
32. ABANDONED PROPERTY. BY SIGNING THIS RENTAL AGREEMENT THE TENANT AGREES THAT UPON SURRENDER OR ABANDONMENT, AS DEFINED BY THE FLORIDA STATUTES, THE LANDLORD SHALL NOT BE LIABLE OR RESPONSIBLE FOR STORAGE OF DISPOSITION OF THE TENANT'S PERSONAL PROPERTY
33. Miscellaneous Provisions: Tenant agrees to keep decks, sidewalks and yard Swept. Landlord agrees to not increase rent for five years, this provision is transferable to subsequent leases. Tenant agrees to prepare the property for high winds given that a hurricane alert is activated. Said preparation includes closing shutters and covering apartment openings with plywood prior to evacuation of the island.

WITNESS the hands and seals of the parties hereto as of this 1st day of August, 2007

Landlord:

Peter S. Janker


Dicie L. Janker



Tenant:

Maryann Fenicato

Maryann Fenicato

Apartment Lease

Bill #
219 241 0260

Landlord: Dixie and Peter Janker

Tenant: Mr. Terry Surgener
Mrs. Renee Surgener

Property: 417 United Street, Upstairs Apartment Key West Florida 33030

IN CONSIDERATION of the mutual covenants and agreement herein contained, Landlord hereby leases to Tenant and Tenant hereby leases from Landlord the above-described property under the following terms:

1. Term. This lease shall be for a term of twelve months beginning 1 August, 2006 and ending 1 August, 2007.
2. Rent. The rent shall be \$1300 per month (see line 33) and shall be due on or before the 1st day of each month. In the event the rent is received more than three (3) days late, a late charge of \$50 per day shall be due. In the event that a check bounces or an eviction notice must be posted, Tenant agrees to pay a \$25 charge and pay for any attorney or court fees.
3. Payment. Payment must be received by Landlord on or before the due date at Orion Bank account number 3040549706, located on south Duval Street, Key West, FL. Address to be used in the absence of a bank account is 8306 Lindsie Way, Springfield VA 22153. In the event of a check bounces, Landlord will require cash or certified funds for future payments.
4. Default. In the event Tenant defaults under any terms of this lease, Landlord may recover possession as provided by Law and seek monetary damages.
5. Security. Landlord acknowledges receipt of the sum of \$1200 as the first month's rent under this lease, plus \$1200 as security deposit. In the event Tenant terminates the lease prior to its expiration date, security deposit amounts are non-refundable as a charge for Landlord's trouble in securing a new tenant, but Landlord reserves the right to seek additional damages if they exceed the above amounts.
6. Utilities. Tenant agrees to pay all utility charges on the property, except as outlined in this contract (see line 33).
7. Maintenance. Tenant has examined the property, acknowledges it to be in good repair and in consideration of the reduced rental rate, Tenant agrees to keep the premises in good repair and to do all minor maintenance promptly (under \$50 excluding labor) and provide extermination service. Tenant is responsible for repairs of local fixtures to include: plugged up drains in kitchen and bathrooms; plugged up toilets, broken windows, damaged appliances, damaged carpets and or window coverings and generally all leased property that becomes damaged or non-working during the term of tenancy. This provision is not intended to cover normal wear and tear to the property.
8. Locks. If Tenant adds or changes locks on the premises, Landlord shall be given copies of the keys. Landlord shall at all times have keys for access to the premises in case of emergencies.
9. Assignment. This lease may not be assigned by Tenant without the written consent of the Landlord.
10. Use. Tenant shall not use the premises for any illegal purpose or any purpose which will increase the rate of insurance and shall not cause a nuisance for Landlord or neighbors. Tenant shall not create any environmental hazards on the premises.

11. **Yard.** Tenant agrees to maintain the property to include shrubbery and trees on the property at the Tenant's expense. Plants to be watered as necessary. Yard will be kept free of leaves and debris as when received.
12. **Liability.** Tenant shall be responsible for insurance on his own property and agrees not to hold Landlord liable for any damages to Tenant's property on the premises. Tenant will keep cistern hole covered and protected until repairs can be implemented.
13. **Access.** Landlord reserves the right to enter the premises for the purposes on inspection and to show the property to prospective Tenants or purchasers with 24 hours notification.
14. **Pets.** No pets shall be allowed on the premises except as allowed in writing by the Landlord. There shall be a \$200 non-refundable pet deposit.
15. **Occupancy.** The premises shall not be occupied by more than two adults.
16. **Tenant's Appliances.** Tenant agrees not to use any heaters, fixtures or appliances drawing excessive current without consent of the Landlord.
17. **Parking.** Tenant agrees that no parking is allowed on the premises except for the marked parking spots. No boats, recreation vehicles or inoperable automobiles may be stored on the premises.
18. **Furnishings.** Any articles provided to Tenant and listed on attached schedule are to be returned in good condition at the termination of this lease.
19. **Alterations and Improvements.** Tenant shall make no alterations to the property without the written consent of the Landlord and any such alterations or improvements shall become the property of the Landlord.
20. **Entire Agreement.** This lease constitutes the entire agreement between the parties and may not be modified except in writing signed by both parties.
21. **Harassment.** Tenant shall not do any acts to intentionally harass the Landlord or other tenants.
22. **Attorney's Fees.** In the event it becomes necessary to enforce this Agreement through the services of an attorney, Tenant shall be required to pay Landlord's attorney's fees.
23. **Severability.** In the event any section of this Agreement shall be held to be invalid, all remaining provisions shall remain in full force and effect.
24. **Recording.** This lease shall not be recorded in any public records.
25. **Waiver.** Any failure by Landlord to exercise any rights under this Agreement shall not constitute a waiver of Landlord rights.
26. **Abandonment.** In the event Tenant abandons the property prior to the expiration of the lease, Landlord may relet the premises, to any advances made under such encumbrances, and to any extensions or renewals thereof.
27. **Tenant's interest in the premises shall be subordinate to any encumbrances now or hereafter placed on the, to any advances made under such encumbrances, and to any extension or renewals thereof. Tenant agrees to sign any documents indicating such subordination which may be required by lenders.**
28. **Surrender of Premises.** At the expiration of the term of this lease, Tenant shall immediately surrender the premises in as good condition as the start of this lease.
29. **Liens.** The estate of Landlord shall not be subject to any liens for improvements contracted by the Tenant.
30. **Radon Gas:** Radon is a naturally occurring radioactive gas, which, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida.

Additional information regarding radon and radon testing may be obtained from your county public health unit.

31. Smoke Detectors. Tenant shall be responsible for supplying smoke detectors, for keeping them operational and for changing the battery as needed.
32. ABANDONED PROPERTY. BY SIGNING THIS RENTAL AGREEMENT THE TENANT AGREES THAT UPON SURRENDER OR ABANDONMENT, AS DEFINED BY THE FLORIDA STATUTES, THE LANDLORD SHALL NOT BE LIABLE OR RESPONSIBLE FOR STORAGE OF DISPOSITION OF THE TENANT'S PERSONAL PROPERTY

33. Miscellaneous Provisions:

(a). In consideration of the decrease of rent from \$1300 to \$1200, tenant agrees to conduct misc. maintenance to include but not limited to: trimming of trees and scrubs; sweeping of decks, sidewalks and yard, raking of leaves and debris. In addition, if rent is not paid on time or without prior written notice and agreement from the landlord then the rate will proactively be \$1300 per month.

(b). Early occupancy will require the renter to coordinate the movement of the possessions currently located in the residence in conduction with agents of the current renter. Renter will also have to coordinate the transfer of electricity to his name.

(c). Landlord will pay water, trash and sewer for consideration of power use during his occupancy of the main house.

(d). No smoking is allowed within the confines of the apartment.

(e). A total of \$1200 will be made each month for rent.

WITNESS the hands and seals of the parties hereto as of this 22nd day of July, 2006.

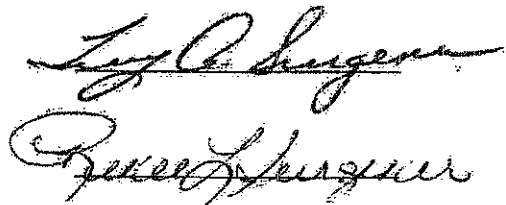
Landlord:

Peter S. Janker

Digitally signed PSJ 22 July 2006

Dixie L. Janker

Tenant:

The tenant's signature is written in cursive and appears to be "Lyle A. Jucker". Below it, there is a second signature that is less legible but appears to be "Dixie L. Janker".

Exhibit

C

Active Tax Investigation

Seniors Exemption Last Inspection Date 5/13/2009

Multiple Phys. Loc. R P Number

Buildings 1

Common Property Spec Use Code

Affordable Housing

Nbr Res Units 1 FEMA Injunction

Expires

Appraiser Use

Primary Landuse RESIDENTIAL DRY

Physical Location 417 UNITED ST KEYWEST Active 417 UNITE[...]

Total Admin Notes 7 Total Appr Notes 2

wn % Net Change

Roll Year	PC Code	Status	Land Just Value	Photos/Attachments	Result Set	Value	Investigation	Characteristics	Exemption	Building	Portability	Building View	Information Flags	Misc Improvement	Admin Note	Appraiser Note	Condo	Permit	Related RE Parcels	Related TPF	St. Exempt	Classified Value	CofC	Sale History	New Construction	Taxable Value	Audit		
																												Misc Just Value	Total Just Value
1982F	01		\$8,068			\$20,658			\$0	\$26,726		\$26,726				\$0						\$0		\$0		\$26,726			
1983F	01		\$8,568			\$20,437			\$0	\$29,005		\$29,005				\$0							\$0		\$0		\$29,005		
1984F	01		\$11,102			\$20,437			\$0	\$31,539		\$31,539				\$0							\$0		\$0		\$31,539		
1985F	01		\$11,102			\$21,310			\$0	\$32,412		\$32,412				\$0							\$0		\$0		\$32,412		
1986F	08		\$14,746			\$53,918			\$0	\$68,664		\$68,664				\$0							\$0		\$0		\$68,664		
1987F	08		\$15,360			\$53,636			\$0	\$68,996		\$68,996				\$0							\$0		\$0		\$68,996		
1988F	08		\$25,600			\$54,399			\$0	\$79,999		\$79,999				\$0							\$0		\$0		\$79,999		
1989F	01		\$27,648			\$50,479			\$1,688	\$79,815		\$79,815				\$25,000							\$25,000		\$0		\$54,815		
1990F	01		\$27,136			\$55,527			\$1,766	\$84,428		\$84,428				\$25,000							\$25,000		\$0		\$59,428		
1991F	01		\$33,792			\$54,526			\$1,665	\$89,983		\$89,983				\$25,000							\$25,000		\$0		\$64,983		
1992F	01		\$33,792			\$54,526			\$1,573	\$89,891		\$89,891				\$25,000							\$25,000		\$0		\$64,891		
1993F	01		\$33,792			\$54,526			\$1,536	\$89,854		\$89,854				\$0							\$0		\$0		\$89,854		
1994F	01		\$33,792			\$54,526			\$1,490	\$89,808		\$89,808				\$0							\$0		\$0		\$89,808		
1995F	01		\$33,792			\$60,970			\$1,625	\$96,387		\$96,387				\$0							\$0		\$0		\$96,387		
1996F	01		\$33,792			\$60,970			\$1,573	\$96,380		\$96,380				\$0							\$0		\$0		\$96,380		
1997F	01		\$33,792			\$79,310			\$2,051	\$115,154		\$115,154				\$0							\$0		\$0		\$115,154		
1998F	01		\$37,888			\$86,746			\$2,186	\$126,820		\$126,820				\$0							\$0		\$0		\$126,820		
1999F	01		\$37,888			\$116,466			\$2,404	\$156,757		\$156,757				\$0							\$0		\$0		\$156,757		
2000F	01		\$37,888			\$145,876			\$2,909	\$186,673		\$186,673				\$0							\$0		\$0		\$186,673		
2001F	01		\$32,768			\$135,288			\$2,544	\$170,600		\$170,600				\$0							\$0		\$0		\$170,600		
2002F	01		\$32,768			\$183,806			\$2,446	\$219,020		\$219,020				\$0							\$0		\$0		\$219,020		
2003F	01		\$47,104			\$164,490			\$2,328	\$213,922		\$213,922				\$0							\$0		\$0		\$213,922		
2004F	01		\$153,600			\$157,339			\$2,231	\$313,170		\$313,170				\$0							\$0		\$0		\$313,170		

Exhibit

D

CITY OF KEY WEST

APPLICATION FOR BUILDING PERMIT

FOR OFFICE USE ONLY

AK1029998

This application is subject to the Building Ordinance and all other Ordinances of the City of Key West, Laws of the State of Florida and Rules and Regulations of the Building Division applicable thereto. A copy of approved plans and specifications must be kept at building site during progress of the work. All employers of labor are subject to the provisions of the Florida Workmen's Compensation Act.

Applicant shall complete the following:

OWNER BEN N. KENN Eilert

OWNER'S ADDRESS 417 United St

CONTRACTOR Norman Johnson

CONTRACTOR'S ADDRESS _____

ARCHITECT OR ENGINEER _____

ARCHITECT'S OR ENGINEER'S ADDRESS _____

PURPOSE OF BUILDING _____

NATURE OF WORK addition frame

APPLICANT'S SIGNATURE Norman W. Johnson

BY _____

PERMIT NUMBER B-4305

DATE ISSUED 4/4/71 TOTAL FEE \$ 12-

BY M. Bean

BUILDING GROUP	BUILDING TYPE
APPROVALS	DATE
ZONING	
RESOLUTION	
SEWER	
LINE GRADE	
STRUCTURAL <u>Key [Signature]</u>	
ELECTRICAL	
PLUMBING	
FIRE PREVENTION	
MECHANICAL	
STATE HOTEL PERMIT #	
STATE HEALTH DEPARTMENT	

LOT ADDRESS _____
 BLOCK _____
 SUBDIVISION 711 United St
 APP. _____

Completed 12/31/72

NEW BUILDING	SQ. FT.	COST \$	FEE \$
ADDITION <u>240</u>	SQ. FT.	COST \$ <u>3500</u>	FEE \$ <u>12-</u>
REMODELING		COST \$	FEE \$
REPAIRS		COST \$	FEE \$
PATIO	SQ. FT.	COST \$	FEE \$
SWIMMING POOL	GALLONAGE	COST \$	FEE \$

CONSTRUCTION: C. B. S. FRAME OTHER

TYPE COMPOSITION: TILE PLUMBING YES NO ELECTRICAL YES NO

LOT SIZE _____ X _____

NUMBER OF PARKING SPACES REQUIRED _____

APPROVED

REAR

ADD INDICATED
IN
BLUE
ON
PROP
CARD

FRONT

INSPECTIONS	Inspector's Name	DATE	COMMENTS
FOUNDATION	<u>Red</u>	<u>5/22/73</u>	<u>NO H</u>
FOUNDATION WALL CAP	<u>4</u>	<u>5/25/73</u>	<u>NO H NOTE</u>
GRADE BEAM	<u>"</u>	<u>6/14/73</u>	<u>NO H. Complete</u>
FLOOR SLAB			
LINTEL			
COLUMNS			
TIE BEAMS			
FRAMING			
LATHING			
PARAPET - CAP OR BRAKE			
ROOFING - TIN CAPS			
ROOFING - FINISH			
OFFSTREET PARKING			
FINAL	<u>FD74584</u>	<u>114718</u>	<u>12.00</u>
C.O. ISSUED			

This space represents the lot; Indicate the building in space showing the distance from lot lines and other buildings.

TAX COLLECTOR'S COPY

KW PT SUB 9
PT LOT 4 SOR 9 TR 11
OR92-239-240
OR407-814-815
Pool

24580	75	74	70.50	1692
				TOTAL
				1350
				1692



2410 W. WILSON

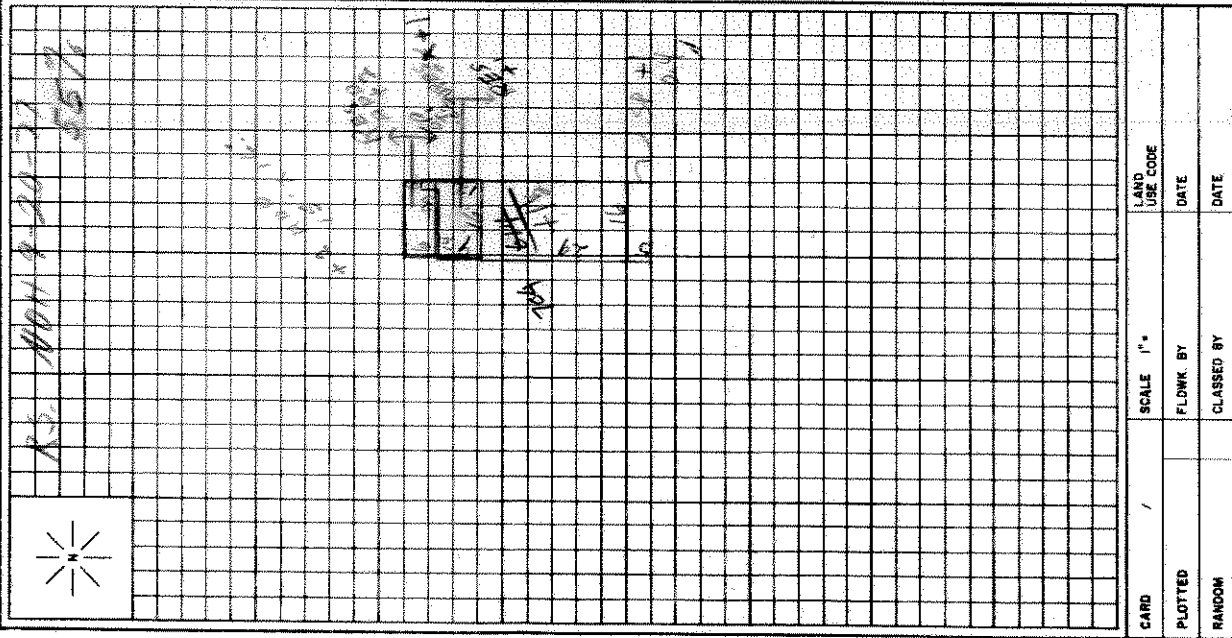
RE-29220

1985

PHOTO
IMP #2

PHOTO
IMP #4

VALUATION	
1966	LAND
	IMPROVEMENTS
	TOTAL
1973	LAND
	IMPROVEMENTS
	TOTAL
1974	LAND
	IMPROVEMENTS
	TOTAL
19	LAND
	IMPROVEMENTS
	TOTAL
19	LAND
	IMPROVEMENTS
	TOTAL
19	LAND
	IMPROVEMENTS
	TOTAL
19	LAND
	IMPROVEMENTS
	TOTAL
	— NOTE
	68/10,000 OK



IMPROVEMENT		CONSTRUCTION DATA				INTERIOR FINISH			
1	2	3	4	5	6	7	8	9	10
TYPE OF STRUCTURE	RES	ADDS 300 BLUE RES							
YEAR BUILT	1972								
ROOMS									
Total Rooms									
E.H. Axis									
Rm. Axis									
No. of Bath									
No. of Rest Rms									
Est. R. Rms									
TOTAL FIXTURES									
FOUNDATION									
Continuous Wall									
Piers									
Piling									
ADJUSTMENTS									
Frame									
Height									
Front & Interior									
Art. Finish									
Partitions									
Special Use									
EXTERIOR WALLS									
Wallboard									
Corr. Metal									
Corr. Asphalt									
Wd. Fr. Stucco									
Wd. Fr. Adhesive									
C.B. Plin.									
Wd. Fr. Siding									
Tile Stucco									
Brick									
Reinf. Conc.									
Panel, Glass, Mil.									
ROOF TYPE									
Fib. Shed									
Wd. Gable									
Bar Joist									
Wood Truss									
Prestress									
Steel Truss									
ROOF MATERIAL									
Sh. Mil. Roll									
T. & G. B.U.									
Shing. Wd. Etc.									
Shing. Asphalt									
Tile, Clay									
Tile, Clay									
Barnrod									
Gypsum									
FLOORS									
None									
Single Pine									
Concrete									
Conc. Asphalt									
Conc. Terrazzo									
Double Pine									
Double Hardwood									
Precast Conc.									
Parquet									
Conc. & Tile									
Conc. On Tile									
Mosaic									
PLUMBING									
None									
Pipe									
Plain									
Good, Tile									
HEATING									
None									
Unit Heat									
Grill Heating									
Grill Cooling									
Chill. Cool & Heat									
ELECTRICITY									
None									
Average									
Good									
CLASS & SCALE									
CLASS UNITS									
CONST. UNITS									
TOTAL UNITS									
BASE RATE									
ADJ. RATE									
AREA									
E.F. - S.F.F.									
E.F.									
REP. COST NEW									
CONDITION									
DEP. REP. VALUE									
DEPRECIATION ADJUSTMENT									
ADJUSTMENT									
NO.	PHY.								
1									
2									
3									
4									
COND.									
%									

CARD / SCALE 1" =

PLOTTED FLOWK. BY

RANDOM CLASSED BY

LAND USE CODE

DATE

DATE

Exhibit

E



THE CITY OF KEY WEST

Building Department

P.O.Box 1409, Key West, FL 33040

Date: December 27, 2012

To: Carlene Smith, Development Review Administrator

From: John Woodson, Building Official **JPW**

Re: 417 United, apartment -LUD

The site visit to the above address revealed the age of the plumbing and other utilities that predate the 1990 date established in the LDR's. The structure itself dates back to the early 1970's and is not subject to FEMA regulations as it is pre-FIRM. The upstairs apartment has access from the interior of the main house and from the back of the property via a spiral staircase.

If we can be of any further assistance, do not hesitate to ask. JW

Exhibit

F

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

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

The offices of the Property Appraiser will be closed Monday the 19th for Presidents' Day.

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

**Property Record Card -
Map portion under construction.**

Alternate Key: 1029998 Parcel ID: 00029220-000000

Ownership Details

Mailing Address:
JANKER PETER S AND DIXIE L
7688 OAK FIELD CT
SPRINGFIELD, VA 22153-3506

Property Details

PC Code: 08 - MULTI FAMILY LESS THAN 10UNITS
Millage Group: 10KW
Affordable Housing: No
Section-Township-Range: 06-68-25
Property Location: 417 UNITED ST KEY WEST
Legal Description: KW PT SUB 9 PT LOT 4 SQR 9 TR 11 OR92-239/40 OR407-814/815 OR953-511/512Q/C OR953-68 OR1038-699 OR1530-151/152(LG)