



## 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 included<sup>1</sup>. 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 card<sup>3</sup>. 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 City<sup>4</sup>. 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 apartment<sup>1</sup>;
- 1991 Land Use Inventory which was created by the Planning Department based upon the 1990 US Census, recognized one residential unit<sup>4</sup>;

- Polk City Directories from 1981-82, 1987 and 1994 recognized one unit<sup>5</sup>; and
- Utility (Keys Energy) and sewer/garbage account records indicate one meter/one unit<sup>6</sup>.

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  
            Bonnita 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





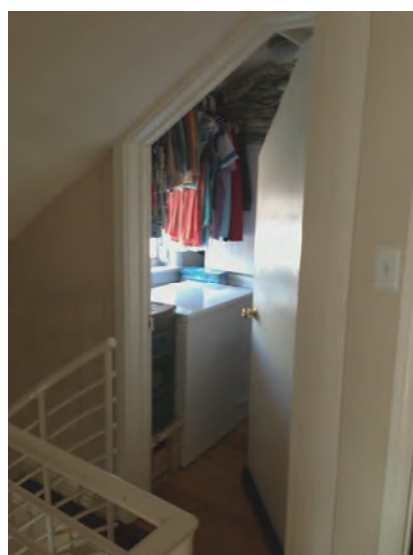
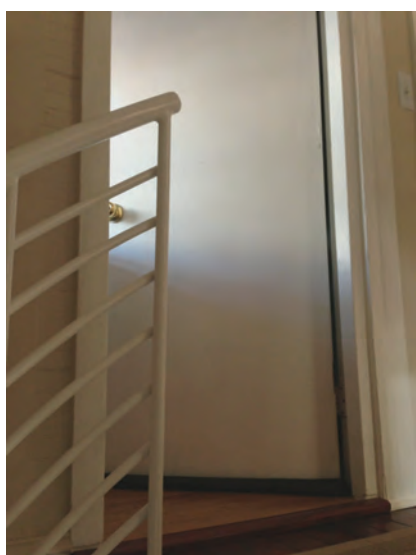
# Inside unpermitted apartment



## **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.

AK1029998

Applicant shall complete the following:

OWNER *BENX*  
*Gene Eibert*

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 G. Johnson*

BY \_\_\_\_\_

PERMIT NUMBER *B-4305*

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

BY *m. Beer*

BUILDING GROUP	BUILDING TYPE	APPROVALS	DATE
ZONING			
RESOLUTION			
SEWER			
LINE GRADE			
STRUCTURAL <i>Key [Signature]</i>			
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 <i>240</i>	SQ. FT.	COST \$ <i>3500</i>	FEE \$ <i>12-</i>
REMODELING		COST \$	FEE \$
REPAIRS		COST \$	FEE \$
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

LOT SIZE	X	INSPECTIONS	Inspector's Name	DATE	COMMENTS
NUMBER OF PARKING SPACES REQUIRED		FOUNDATION	<i>Red</i>	<i>5/22/73</i>	<i>NO H</i>
APPROVED		FOUNDATION WALL CAP	<i>4</i>	<i>5/25/73</i>	<i>NO H NOTE</i>
<div style="border: 1px solid black; padding: 5px; width: fit-content;"> <p>REAR</p> <p><i>ADD INDICATED IN BLUE ON PROP CARD</i></p> <p>FRONT</p> </div>		GRADE BEAM	<i>"</i>	<i>6/14/73</i>	<i>NO H Complete</i>
		FLOOR SLAB			
		LINTEL			
		COLUMNS			
		TIE BEAMS			
		FRAMING			
		LATHING			
		PARAPET - CAP OR BRAKE			
		ROOFING - TIN CAPS			
		ROOFING - FINISH			
	OFFSTREET PARKING				
	FINAL	<i>FJ74584</i>	<i>APR 14 71</i>	<i>K</i>	<i>12.00</i>
	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



37

EILERT BENN E. G. ETUX

P.O. BOX 472  
GENEVA, ILL. 60134

30

RW  
PT SUB 9  
PT LOT 4 SQR 9 TR 11  
OR92-239-240

OR407-814-815

PC-01

LAND COMPUTATIONS						
QUAN - TYPE-DESC.	SIZE - AREA	UNIT PRICE	D.F.	C.F.	PRICE PER FRONT FOOT	VALUE
	24x84	60	.94		56.40	1350
	24x84	75	.96		70.50	1692
TOTAL						1350 1692

Doc 29220-0 000  
REAL PROPERTY RECORD CARD

MONROE COUNTY, FLORIDA  
AK 1029998

VALUATION TOTALS		
1966	LAND	<del>1350</del>
	IMPROVEMENTS	<del>4500</del>
	TOTAL	<del>2900</del>
1973	LAND	<del>1350</del>
	IMPROVEMENTS	<del>7700</del>
	TOTAL	<del>9050</del>
1974	LAND	1692
	IMPROVEMENTS	6560
	TOTAL	8250
19__	LAND	
	IMPROVEMENTS	
	TOTAL	
19__	LAND	
	IMPROVEMENTS	
	TOTAL	
19__	LAND	
	IMPROVEMENTS	
	TOTAL	



1.500

PHOTO  
IMP #2



419 units

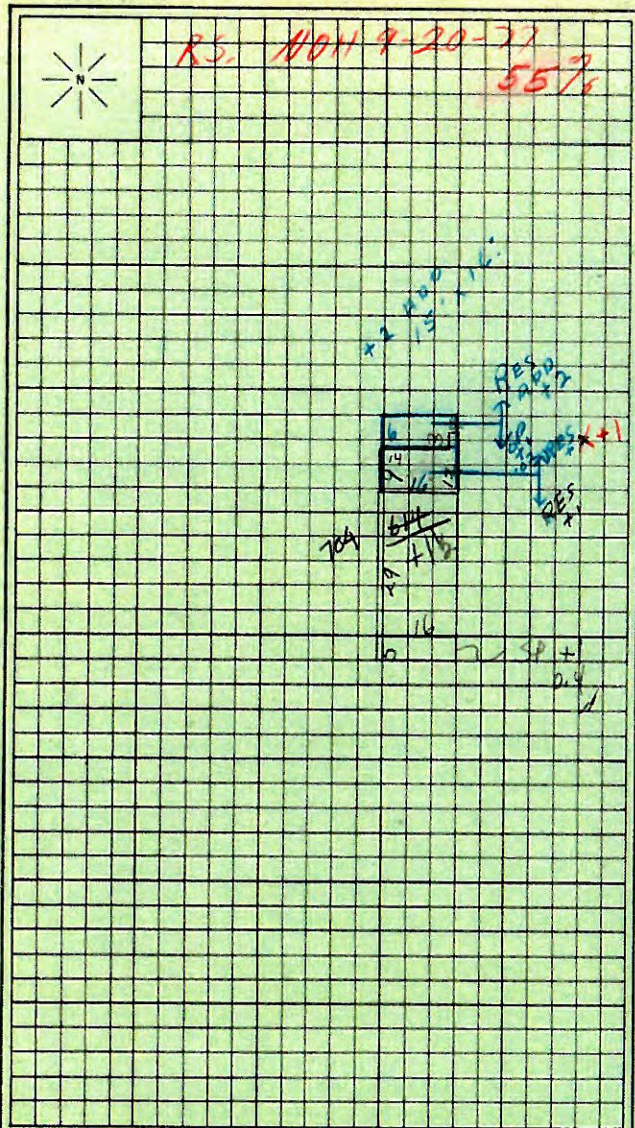
PHOTO  
IMP #4

RE-29220

1985

NOTES -  
68/10,000 OR407-814-815





CARD	SCALE 1" =	LAND USE CODE
PLOTTED	FLDWK BY	DATE
RANDOM	CLASSIFIED BY	DATE

		CONSTRUCTION DATA							
IMPROVEMENT	1	2	3	4	IMPROVEMENT	1	2	3	4
TYPE OF STRUCTURE	Res	+ 2 ADDN'S IN BLUE	RES		UNFINISHED				
YEAR BUILT	1972				Wd. or Cell. Bds	✓ 28		✓ 10	
ROOMS					Wallboard				
Total Rooms					Plaster, No Furring				
Eff. Apts					Plaster, Furring				
--- Rm. Apts					Drywall				
--- Rm. Apts					Wood Panel				
No. of Baths	1	1	2		FLOORS				
No. of Rest Rms					None				
--- Fixt. R. Rms					Single Pine	✓ 7		✓	
--- Fixt. R. Rms					Concrete				
Total Fixtures					Conc., Asph. Tile				
FOUNDATION					Conc., Terrazzo				
Continuous Wall					Double Pine				
Piers					Double Hardwood				6
Piling					Precast Conc.				
ADJUSTMENTS					Parquet				
Frame					Conc. G. Tile				
Height					Conc. Cer. Tile				
Front & Interior					Marble				
Apt. Equiv.					Computer	✓			✓
Partitions					PLUMBING				
Special Use					None				
EXTERIOR WALLS					Poor				
Wallboard					Plain	✓ 2		✓ 10	
Corr. Metal					Good, Tile				
Corr. Asbestos					HEATING				
Wd. Fr. Stucco					None				
Wd. Fr. Asbestos					Unit Heat				
C.B. Plain					Cntrl. Heating				
C.B. Stucco					Cntrl. Cooling				
Wd. Fr. Siding	✓ 30		✓ 30		Cntrl. Cool & Heat				
Tile Stucco					ELECTRICITY				
Brick					None				
Reinf. Conc.					Poor				
Panel, Glass, Mil.					Average	✓ 3		✓ 3	
ROOF TYPE					Good				
Flat, Shed					CLASS & SCALE	✓ 15	ADDN	HIE-	
W. Gable	✓ 8		✓ 10		CONST UNITS	58		77	
Bar Joist					CLASS UNITS	-12		-16	
Wood Truss					TOTAL UNITS	76		61	
Prestressed					BASE RATE	12.00	16.77	16.20	
Steel Truss					ADJ. RATE	9.12	12.75	9.88	
ROOF MATERIAL					AREA	837	211	1056	
Sht. Mtl. Roll					E.F. 1-3 F.I.		500	500	
T. & G., B.U.					E.F.				
Shing., Wd., Etc.	✓ 4		✓ 4		REP. COST NEW	7588	3190	10933	
Shing., Asbestos					CONDITION	160	98	60	
Tile, Cement					DEP. REP. VALUE	4553	3126	6560	
Tile, Clay					DEPRECIATION ADJUSTMENT E				
Bermuda					NO.	PHY.	ADJUSTMENT		% COND.
State					1				
Gypsum					2				
					3				
					4				



**Attachment 4**  
1991 Land Use Inventory



*4317 Unit*

LAND USE INVENTORY 1991

RECORD #	REPA	NO	STREET	S_F	M_F	MIX	TRN	BIZ	ACC	RES	COM	BUS	HT	TYPE	COND	PRK	OTHER	COMMENTS
✓ 3189	29080.000000	9	Thomson Ln	0	0	0	0	0		0	0	0	0.0		0	1		<i>empty</i>
✓ 3182	29010.000000	401	United	0	0	0	0	0		0	0	0	0.0		0			<i>what's left?</i>
✓ 3206	29270.000000	401	United	1	0	0	0	0		1	0	0	<i>0.0M</i>		0			
✓ 3200	29210.000000	415	United	1	0	0	0	0	<i>B</i>	1	0	0	<i>0.5W</i>		0			Inc. RE #2925. <i>appears to have feet on side</i>
✓ 3204	29250.000000	415	United	0	0	0	0	0		0	0	0	0.0		0			See RE #2921.
✓ 3201	29220.000000	417	United	1	0	0	0	0		1	0	0	<i>0.5W</i>		0			
✓ 3181	29000.000000	418	United	0	1	0	0	0		5	0	0	<i>0.5W</i>		0			sent 7/11
✓ 3178	28980.000000	419-21	United	0	2	0	0	0		6	0	0	<i>0.5W</i>		0			<del>confirm electric license book says 2 units</del>
✓ 3194	29130.000000	1201-3	Whitehead	0	1	0	0	0		2	0	0	<i>0.5W</i>		3			DW5/20, IP6/9.
✓ 3193	29120.000000	1207	Whitehead	1	0	0	0	0		1	0	0	<i>0.5W</i>		0			
✓ 3208	29300.000000	1215	Whitehead	1	0	0	0	0		1	0	0	<i>0.5W</i>		0			
✓ 3207	29290.000000	1229	Whitehead	0	1	0	0	0		3	0	0	<i>0.5W</i>		0			Occ for 3 units.
** Subtotal **	108506	989830.000000		14	9	1	0	1		45	0	3	0.0		0			



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**VIRGINIA 4309**

10 WILLIAM J. & KATHRYN F. KIGHT RE2813	9 WILLIAM J. & KATHRYN F. KIGHT RE2812	8 WILLIAM J. & KATHRYN F. KIGHT RE2811	7 WILLIAM J. & KATHRYN F. KIGHT RE2810	6 WILLIAM J. & KATHRYN F. KIGHT RE2809	5 WILLIAM J. & KATHRYN F. KIGHT RE2808	4 WILLIAM J. & KATHRYN F. KIGHT RE2807	3 WILLIAM J. & KATHRYN F. KIGHT RE2806	2 WILLIAM J. & KATHRYN F. KIGHT RE2805	1 WILLIAM J. & KATHRYN F. KIGHT RE2804	0 WILLIAM J. & KATHRYN F. KIGHT RE2803
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**AMELIA 4316**

10 WILLIAM L. MCKEY & RALPH HARRIS RE2825	9 WILLIAM L. MCKEY & RALPH HARRIS RE2824	8 WILLIAM L. MCKEY & RALPH HARRIS RE2823	7 WILLIAM L. MCKEY & RALPH HARRIS RE2822	6 WILLIAM L. MCKEY & RALPH HARRIS RE2821	5 WILLIAM L. MCKEY & RALPH HARRIS RE2820	4 WILLIAM L. MCKEY & RALPH HARRIS RE2819	3 WILLIAM L. MCKEY & RALPH HARRIS RE2818	2 WILLIAM L. MCKEY & RALPH HARRIS RE2817	1 WILLIAM L. MCKEY & RALPH HARRIS RE2816	0 WILLIAM L. MCKEY & RALPH HARRIS RE2815
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**CATHERINE (AS CONSTRUCTED) 4317**

20 JAMES BOATWRIGHT RE2913	19 JAMES BOATWRIGHT RE2912	18 DENNIS ALLEN DEVER RE2911	17 DENNIS ALLEN DEVER RE2910	16 DENNIS ALLEN DEVER RE2909	15 DENNIS ALLEN DEVER RE2908	14 DENNIS ALLEN DEVER RE2907	13 DENNIS ALLEN DEVER RE2906	12 DENNIS ALLEN DEVER RE2905	11 DENNIS ALLEN DEVER RE2904	10 DENNIS ALLEN DEVER RE2903	9 DENNIS ALLEN DEVER RE2902	8 DENNIS ALLEN DEVER RE2901	7 DENNIS ALLEN DEVER RE2900	6 DENNIS ALLEN DEVER RE2899	5 DENNIS ALLEN DEVER RE2898	4 DENNIS ALLEN DEVER RE2897	3 DENNIS ALLEN DEVER RE2896	2 DENNIS ALLEN DEVER RE2895	1 DENNIS ALLEN DEVER RE2894	0 DENNIS ALLEN DEVER RE2893
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**LOUISA 4319**

16 P. V. & D. O'BANION RE2930	15 P. V. & D. O'BANION RE2929	14 P. V. & D. O'BANION RE2928	13 P. V. & D. O'BANION RE2927	12 P. V. & D. O'BANION RE2926	11 P. V. & D. O'BANION RE2925	10 P. V. & D. O'BANION RE2924	9 P. V. & D. O'BANION RE2923	8 P. V. & D. O'BANION RE2922	7 P. V. & D. O'BANION RE2921	6 P. V. & D. O'BANION RE2920	5 P. V. & D. O'BANION RE2919	4 P. V. & D. O'BANION RE2918	3 P. V. & D. O'BANION RE2917	2 P. V. & D. O'BANION RE2916	1 P. V. & D. O'BANION RE2915	0 P. V. & D. O'BANION RE2914
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**UNITED**

10 WILLIAM J. & KATHRYN F. KIGHT RE2813	9 WILLIAM J. & KATHRYN F. KIGHT RE2812	8 WILLIAM J. & KATHRYN F. KIGHT RE2811	7 WILLIAM J. & KATHRYN F. KIGHT RE2810	6 WILLIAM J. & KATHRYN F. KIGHT RE2809	5 WILLIAM J. & KATHRYN F. KIGHT RE2808	4 WILLIAM J. & KATHRYN F. KIGHT RE2807	3 WILLIAM J. & KATHRYN F. KIGHT RE2806	2 WILLIAM J. & KATHRYN F. KIGHT RE2805	1 WILLIAM J. & KATHRYN F. KIGHT RE2804	0 WILLIAM J. & KATHRYN F. KIGHT RE2803
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WHITEHEAD

STREET

STREET

STREET

STREET

STREET

STREET

CONTINUED ON PAGE NO. 27

**AMELIA STREET**

10 DANIEL E. MCCONNELL RE2770	9 DANIEL E. MCCONNELL RE2771	8 DANIEL E. MCCONNELL RE2772	7 DANIEL E. MCCONNELL RE2773	6 DANIEL E. MCCONNELL RE2774	5 DANIEL E. MCCONNELL RE2775	4 DANIEL E. MCCONNELL RE2776	3 DANIEL E. MCCONNELL RE2777	2 DANIEL E. MCCONNELL RE2778	1 DANIEL E. MCCONNELL RE2779	0 DANIEL E. MCCONNELL RE2780
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**AMELIA STREET**

10 ROGER W. AKERS RE2785	9 ROGER W. AKERS RE2784	8 ROGER W. AKERS RE2783	7 ROGER W. AKERS RE2782	6 ROGER W. AKERS RE2781	5 ROGER W. AKERS RE2780	4 ROGER W. AKERS RE2779	3 ROGER W. AKERS RE2778	2 ROGER W. AKERS RE2777	1 ROGER W. AKERS RE2776	0 ROGER W. AKERS RE2775
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**LOUISA STREET**

10 PETER R. WAGNER RE2802	9 PETER R. WAGNER RE2801	8 PETER R. WAGNER RE2800	7 PETER R. WAGNER RE2799	6 PETER R. WAGNER RE2798	5 PETER R. WAGNER RE2797	4 PETER R. WAGNER RE2796	3 PETER R. WAGNER RE2795	2 PETER R. WAGNER RE2794	1 PETER R. WAGNER RE2793	0 PETER R. WAGNER RE2792
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**LOUISA STREET**

10 JOSE M. DIAZ RE2846	9 JOSE M. DIAZ RE2845	8 JOSE M. DIAZ RE2844	7 JOSE M. DIAZ RE2843	6 JOSE M. DIAZ RE2842	5 JOSE M. DIAZ RE2841	4 JOSE M. DIAZ RE2840	3 JOSE M. DIAZ RE2839	2 JOSE M. DIAZ RE2838	1 JOSE M. DIAZ RE2837	0 JOSE M. DIAZ RE2836
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**UNITED STREET**

10 JOSE M. DIAZ RE2846	9 JOSE M. DIAZ RE2845	8 JOSE M. DIAZ RE2844	7 JOSE M. DIAZ RE2843	6 JOSE M. DIAZ RE2842	5 JOSE M. DIAZ RE2841	4 JOSE M. DIAZ RE2840	3 JOSE M. DIAZ RE2839	2 JOSE M. DIAZ RE2838	1 JOSE M. DIAZ RE2837	0 JOSE M. DIAZ RE2836
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CONTINUED ON PAGE NO. 27

STREET

STREET

STREET

CONTINUED ON PAGE NO. 38

UNITED STATES OF AMERICA U.S. COMMISSARY (OLD EDWARD H. GATO CIGAR FACTORY)

PARCEL A

SIMONTON



**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



TO \$100,000  
"Adjacent to Searstown"



**UNITED ST—Contd**

- 406a★Huneycutt Chris
- 406½ Britt Grant
- 408a★Molina George
- 408b★Gauble Reba
- 410★Hanson George
- 415 Vacant
- 417★Eilert Benj winter res
- 418 Carmen Miranda Veranda  
294-8345  
Mowbray 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 296-3432  
1 Transient (Apts 1-7)
  - 527 Transient
  - 531 Valdez Ignacio L © 296-5268
- SIMONTON ST INTERSECTS**
- 605a Bofill Jose J phys 294-2589
  - 605b Sanchez Jose T Jr phys  
294-3784
  - 615a Kemp & Rosasco acct  
294-2581
  - 615b Mc Cook Walter R phys  
294-3796
  - 621 Halloran Geo R © 296-6108
  - 622 Tynes Edw F © 294-1536
  - 622½ 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  
Gershanik Ricardo R phys  
296-8829

- 639 Demeritt Clara A Mrs ©  
294-1521  
Demeritt Clennie E Jr  
294-1521
  - 641 Brost Nellie M © 296-5109  
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 Rodriquez John © 296-8007
  - 22 Richardson Terence N ©  
294-2659
  - 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 296-9021
  - 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 296-7210
  - 735 Tolan Greg © 296-3605  
Rear Santana J ©
  - 737 Acevedo Manuel © 296-5976
  - 750 B'Nai Zion Synagogue  
294-3437  
Gorod Louis Rev 294-3437
- ROYAL ST INTERSECTS**
- 800 Hayes John A dentist  
296-2722

8

KEYS  
CHEVROLET  
TELEPHONE  
294-1000



# Bank of The Keys

All Barnett Banks are members of FDIC.

Members In The Keys To Serve You

Tel. 294-6611

170

- Rear★Goodnight Sally
- est 1012 Key West Water Co 294-1263
- 1013 Vacant
- 1014 Vacant
- 27 1016 Vacant
- WATSON ST BEGINS
- 1018 Key West Glass Works  
294-0538
- Private Ear Studio recording  
studio 296-4288
- 5 1024 Caribbean Cobbler shoe repr  
294-6191
- ★Adamany Pamela
- 1026 Vacant
- 1028 Bargain Books & Fantasy  
Shop 294-7446
- 1029 Big Daddy's Package Store  
liquor ret 294-1248
- 4 1030 American Beauty Florist  
296-6551
- FRANCES ST ENDS
- 1100 Volpian Cash Register  
296-6698
- HAVANA ST INTERSECTS
- 1102 Hair Creations beauty salon  
294-8265
- 1103 Tropical Business  
Opportunities Inc busn  
brokerage 294-4719
- 1104 Southernmost Insurance  
Agency 294-1002
- Moore & Wardlow cpa  
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 Mallory's Furniture Square
- 1116 Transient
- 1126 Truman & White Chevron  
Service Center 296-3190

## EST PLUMBING, INC.

Barroso and Tony Barroso

re. (33040)

Ph. 294-0934

## 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 2386 (33040)

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
- 1213 Vacant
- 1215 Kellar Clarence P ©  
294-3177

### GEORGIA ST INTERSECTS

- 1301 Pine Plaza Apartments  
294-8746
- 1 Transients (8 Apts 1-8)
- 1304 Ley Memorial United  
Methodist Church 296-3313
- 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 294-1346
- 1401★Sandoval Barbara
- 1403 Delorme Daniel J 294-5430
- 1405★Riley Debbie
- Rear★Regan David © 296-1697
- 1409 Southard Chas T 294-7119
- 1411 Dickerson Wm J 294-6340
- 1411b Cabanas Henry A Jr ©  
294-1538
- 1415 No Return

10

- 1419 Holbrook Colonel W ©  
296-5382
- PEARL ST INTERSECTS
- 1501 No Return
- 1511 Joppa Of Florida furniture  
294-3166
- 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
- 406½ 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 Eilert Benn E winter res  
294-3283
- 418 Apartments
- 1 Bjorklund Gene 296-7353
- 2 Levine
- 3 Mardin Jason
- 4 Vacant
- 5 Shepherd Donna
- 419a★Abbott Donna 296-0823
- 419b Herbert Gary 294-6097
- 419c Smith Douglas 294-8389

1987

812 SOUTHARD ST. (33040)



**BASKETS**  
A LA CARTE LTD.  
294-4496  
296-0496



296-7575

Powers of the Air Waves!



## KEYS POOL, INC

COMMERCIAL & RESIDENTIAL CONTRACTOR

Scott C. Cates

RP0045640

294-6005

417 United



# KEYS COMMUNITY COLLEGE

KEYS. GROWING TO MEET YOUR NEEDS  
 For information call registrar  
 KEYS COMMUNITY COLLEGE  
 305/296-9081

164

- 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 294-3032  
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 Cobbler 294-6191
- 1209 Wheels bike rentals sls & repr 294-6542  
Rondeau Robt
- 1213 Property Management Key West Fla 296-7744
- 1215 Kellar Clarence P © 294-3177  
GEORGIA ST INTERSECTS
- 1301 Pine Plaza Apartments 294-8746  
1-8 No Return (8 Apts)
- 1304 Ley Memorial United Methodist Church 296-3313
- 1305 Keene L Russell II © 296-3962
- 1307 Apartments  
1-5 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
- 1401★Quigley Wm J
- 1403★Davies Adrienne G 296-6255
- 1405 Riley Debbie

## 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 294-7119
- 1411★Aberle Norman
- 1411b Cabanas Henry A Jr © 294-1538
- 1415★Gillette Wm R © 296-2060
- 1419★Gibson Mark © 294-2491  
PEARL ST INTERSECTS
- 1501★Boland Chas W © 296-2559
- 1511 Leto's Interiors 294-1712  
Leto's Painting 294-1712  
EISENHOWER DR  
INTERSECTS

421b★Grauage 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)
- 529 United Street Realty Inc real est 294-6259

### TUNA 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 Heumann Gerard © 296-2324  
Rock
- 406a★Laxer Lauvine 296-2243
- 406b★Ferrari Flip
- 406c★Weickert Philip
- 406½ Vacant
- 408a★Weatherby Joe
- 408b-408c Vacant (2 Hses)
- 410a★Worthington Edward
- 410b★Brugman Edward ©
- 415★Madden Paul 296-7434
- 417★Smith Cheryl A
- 418 Apartments  
1-5 Vacant (5 Apts)
- 419a★Coppotelli Kathy
- 419b Conrad John M
- 419c D'Amico Richard 296-4325
- 419d Castro S 292-1902
- 421a French Howard G 296-7119

- 531 Valdez Ignacio L © 296-5268  
SIMONTON ST INTERSECTS
- 605 Hernandez Michl phys 294-2232
- 615a Keys Chiropractic Health Center 294-6111  
Health Practices 296-3444
- 615b Mc Cook Walter R phys 294-3796
- 621 Halloran Geo R © 296-6108
- 624★Tynes Bonnie 296-1032
- 629 Vacant
- Rear Morris John M 294-1453
- 631★Russell Celest I ©
- 633 Herce Tony Plumbing contrs 294-1903
- 635 Gomez Leapoldina P © 296-1476
- 637★Murphy Jas T 296-9382
- 638 Quik-Mart Stores 294-4685  
Dion Oil Co 296-2000
- 639 Vacant
- 641 Brost Nellie 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 (33040) Store (305) 294-3036 Service (305) 294-0030

1992

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

# KEY WEST BAPTIST TEMPLE

REV. MORRIS O. WRIGHT, Pastor

COMPLETELY AIR CONDITIONED FOR YOUR COMFORT

Tel. 294-3411 Parsonage Tel. 294-2789



FLORIDA  
POLK'S

# KEY WEST

CITY  
DIRECTORY

1992

R.L. POLK & CO.  
PUBLISHERS



**BENDER-  
TANIS** INC.

ALL YOU NEED  
TO KNOW IN  
REAL ESTATE

**296-6200**  
FAX 294-4608

605  
SIMONTON  
STREET

FLORIDA  
POLK'S

# KEY WEST

CITY  
DIRECTORY

1987

R. L. POLK & CO.  
PUBLISHERS



**BENDER-  
TANIS** INC.

ALL YOU NEED  
TO KNOW IN  
REAL ESTATE

**296-6200**

605  
SIMONTON  
STREET

FLORIDA  
POLK'S

# KEY WEST

CITY  
DIRECTORY

1991-92

R. L. POLK & CO.  
PUBLISHERS



**BENDER-  
TANIS** INC.

ALL YOU NEED  
TO KNOW IN  
REAL ESTATE

296-6200

605  
SIMONTON  
STREET

**Attachment 6**  
Utility and Sewer/Garbage  
Account information



THE CITY OF KEY WEST  
 POST OFFICE BOX 1550  
 KEY WEST, FLORIDA 33040

Finance Department  
 Division of Revenue

Number 1891

Name Katherine & J. Bonifield

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)

\_\_\_\_\_

RE# 29220

[Signature]  
 Signature

12/3/86  
 Date





THE CITY OF KEY WEST  
POST OFFICE BOX 1550  
KEY WEST, FLORIDA 33040

Finance Department  
Division of Revenue

Number 10 ~~10~~

Name Allegretti, C.

Address 417 United St.

Location of Proposed Structure or Renovation:  
\_\_\_\_\_

Occupational License Fee: \_\_\_\_\_

Sewer Fee: \_\_\_\_\_

1020 0495 018  
Garbage Fees: (Residential)  
3010 0545 010  
Garbage Fees: (Commerical)

1 unit pd.  
1 unit pd.  
\_\_\_\_\_

RE# \_\_\_\_\_

me

Signature

2-26-88

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](mailto: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](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  
0000000000000000

# 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  
0000000000000000



## Carlene Smith

---

**From:** Owen, Gricel  
**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,

### ***Gricel Owen*** ✉

Records Management Coordinator  
Human Resources Specialist  
Keys Energy Services  
Phone 305-295-1067  
Fax 305-295-1070  
[Gricel.Owen@Keysenergy.com](mailto:Gricel.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, Gricel  
**Subject:** 417 United

Good morning Gricel,

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: 1030020 Occupant: 43 Name: MARYANN FENICATO Customer: 541702

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

City: KEY WEST State: FL Zip: 33040 Home phone: (305)395-9065

Ready

**Billing Information**

	Total	Current	Overdue	Interest	Late Charge
ELECTRIC	0.00	0.00	0.00	0.00	0.00
	0.00	0.00	0.00	0.00	0.00

**Service Information**

Service: E	ELECTRIC	No units: 1	<b>Disconnect</b> Code: N Reason: No Date: Reconnect:
Location: I	In City	Start: 2009-08-12	
Category: R	RESIDENTIAL	Final:	
Bill code: 110	RESIDENTIAL	Final pend:	
Bill period: 1	MONTHLY BILLING	Inactive from:	
SIC code: 1	RESIDENTIAL	Inactive to:	

**Exemptions**

Late pay: N  
Interest: N  
Estimate: N  
Disconnect:   
Reason:  
Taxes: N  
Reason:

**Notices:**

	1	2	3
Current:	N	N	N
Prior:	S	S	S

**Deposits:**

On file: 0.00  
Required: 0.00  
To collect: 0.00

**Readings**

Last read: 2012-10-29  
Last billed: 2012-11-06  
Amount: 56.88  
Last payment: 2012-11-14  
Amount: 56.88  
Due date: 2012-12-04



**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 Janker
3. Applicant is: Owner x Authorized Representative \_\_\_\_\_  
(please submit Verification & Authorization Forms)
4. Address of Applicant 417 United Street
5. Phone # of Applicant 703-992-8192 Mobile# 78-850-0986 Fax# \_\_\_\_\_
6. E-Mail Address psjanker@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;**
- FKAA 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:  
Karleen A. Grant, Esq.  
604 Whitehead Street  
Key West, Florida 33040

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

Parcel I.D. No:  
00029220-000000

MONROE COUNTY  
OFFICIAL RECORDS  
FILE #1077730  
BK#1530 PG#151  
RCD Aug 03 1998 01:57PM  
DANNY L KOLHAGE, CLERK  
DEED DOC STAMPS 1400.00  
08/03/1998 *DP* DEP 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 **CAMILLO ALLEGRETTI, A Single Man**, party of the first part, and **PETER S. JANKER and DIXIE L. JANKER, 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 ½ INCHES, FROM THE CORNER OF WHITEHEAD AND UNITED STREETS AND RUNNING THENCE ALONG UNITED STREET IN A NORTHEASTERLY DIRECTION 24 FEET, 4 ½ INCHES; THENCE AT RIGHT ANGLES IN A NORTHWESTERLY DIRECTION 84 FEET, 2 INCHES; THENCE AT RIGHT ANGLES IN A SOUTHWESTERLY DIRECTION 24 FEET, 4 ½ 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, limitation 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. Richard Colucci  
Print Name: MICHELINA COLUCCI

Camillo Allegretti  
CAMILLO ALLEGRETTI

2. Carla Chimirri  
Print Name: CARLA CHIMIRRI

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: N/A

Raymond D. Toma  
NOTARY 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 Mary Ann Feriokto

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 1<sup>st</sup> 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 Tenant terminates the lease prior to its expiration date, said amounts are non-refundable as a charge for Landlord's trouble in securing a new tenant, <sup>generally</sup> but Landlord reserves the right to seek additional damages if they exceed the above amounts. Landlord <sup>however</sup> in all cases will attempt to mitigate tenant loses by re-renting the apartment, <sup>and will refund said amounts upon reletting the premises.</sup>
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.

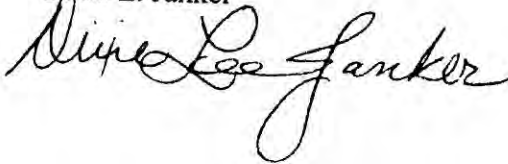
WITNESS the hands and seals of the parties hereto as of this 1<sup>st</sup> day of August, 2009.

Landlord:

Peter S. Janker

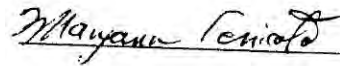


Dixie L. Janker



Tenant:

Maryann Felicato



Apartment Lease

Cell #  
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 1<sup>st</sup> 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 Lindside 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 though 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:

