



## **Historic Architectural Review Commission Staff Report for Item 18**

To: Chairman Haven Burkee and Historic Architectural Review  
Commission Members

From: Daniela Salume, MFA  
Historic Architectural Preservationist

Meeting Date: May 27, 2025

Applicant: Serge Mashtakov, PE

Application Number: C2025-0048

Address: 520 Emma Street

### **Description of Work:**

Demolition of existing non-historic second story porch.

### **Site Facts:**

The building under review is not historic as it was built in 1995. This two-story structure is located in Truman Annex. The site includes the main two-story frame structure and a pool at the rear with concrete decking. Currently the house sits on piers and is located within an X flood zone.



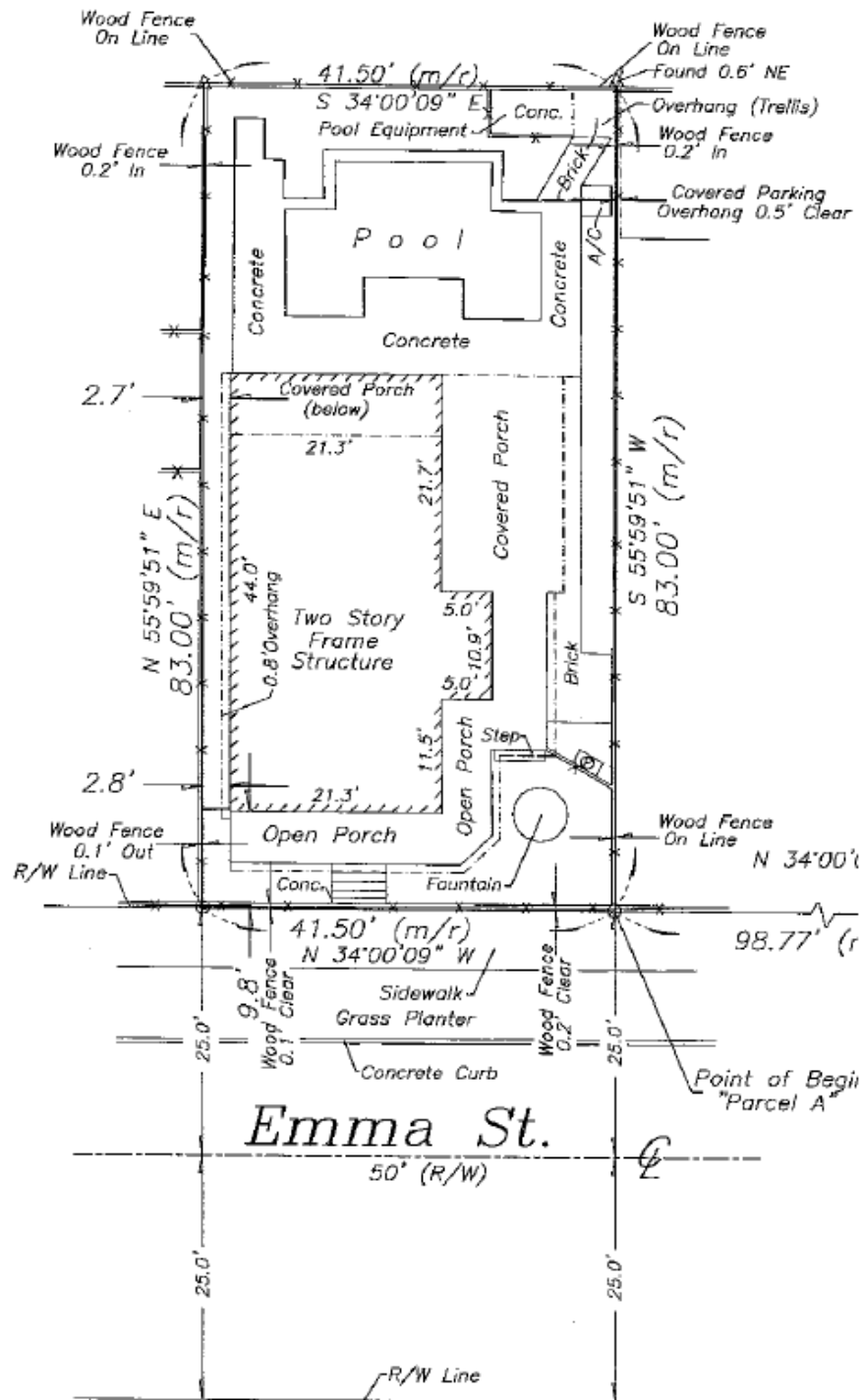
*Photo of property under review. (front)*



*Photo of property under review. (rear)*



*Photo of property under review. (2<sup>nd</sup> story deck)*



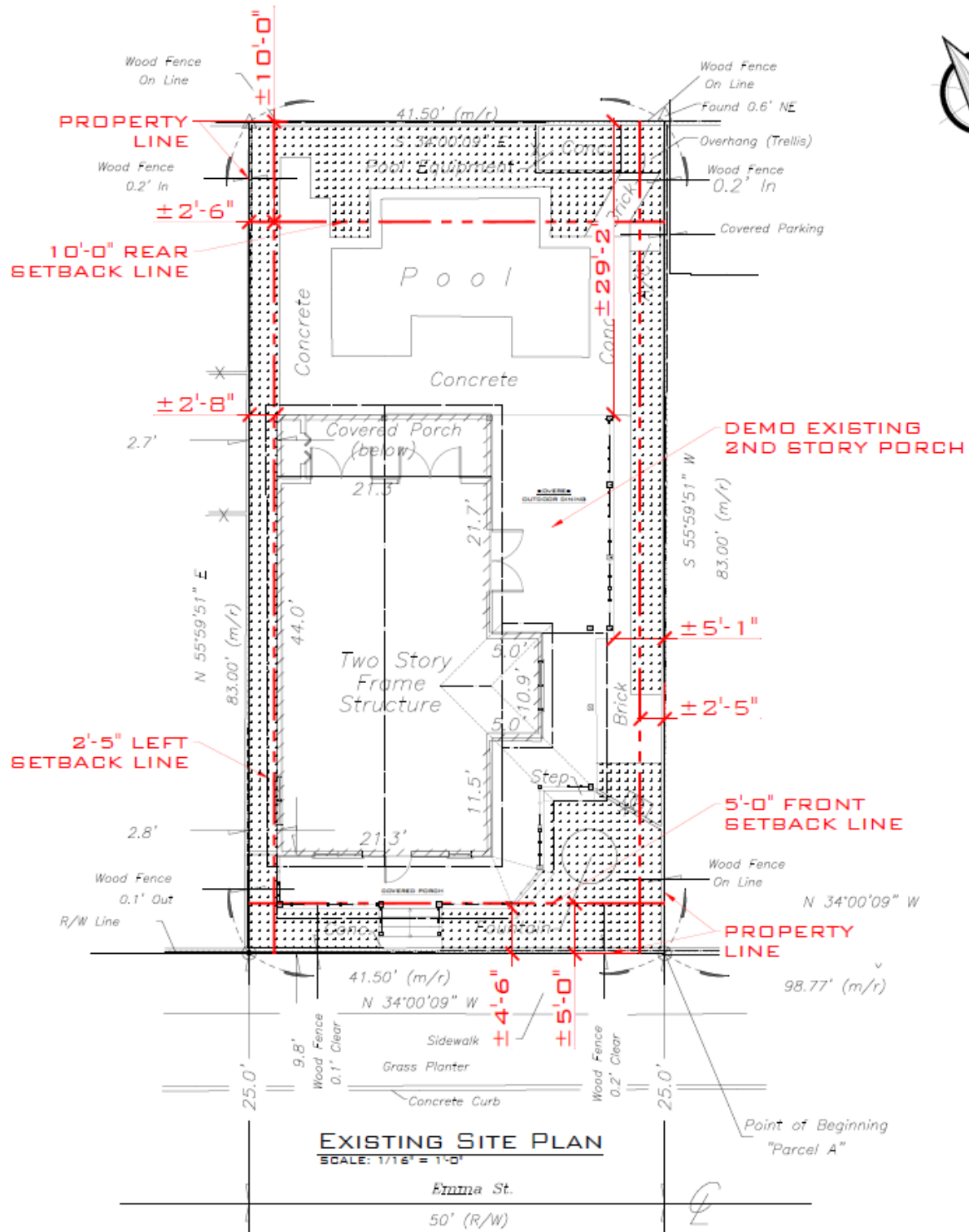
Current survey.

**Ordinance Cited on Review:**

- Section 102-217 (3), demolition for non-contributing or non-historic structures of the Land Development Regulations.
- Section 102-218 - Criteria for Demolition of the Land Development Regulations.

**Staff Analysis:**

The Certificate of Appropriateness proposes the demolition of a second-story non-historic open porch on the south elevation of the building in order to accommodate a new enclosed addition. Elements for demolition include the existing wood railing, the wood deck, and the wood posts.



Existing Site Plan.



EXISTING FRONT ELEVATION  
SCALE: 1/4" = 1'-0"

*Existing Front elevation.*

Since the second-story porch under review is non-historic, the evaluation shall be based on section 102-218 (b) of the Land Development Regulations, which requires the following criteria for demolitions:

The historic architectural review commission shall not issue permits that would result in:

- (1) *Removing buildings or structures that are important in defining the overall historic character of a district or neighborhood so that the character is diminished;*

The second-story open porch is not historic and does not contribute to the character of the building.

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

The second-story porch is not historic and does not destroy the historic relationship between buildings or structures and open space.

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

This will not be the case.

- (4) *Removing buildings or structures that would otherwise qualify as contributing, as set forth in section 102-62(3).*

The two-story open porch is not historic. Staff opines that the structure would not qualify as contributing in a near future.

In conclusion, it is the staff's opinion that the request for demolition can be considered by the Commission as it meets the criteria for demolition stated under the Land Development Regulations. If the Commission finds the design appropriate this will be the only required reading for demolition.

# APPLICATION

# HARC MAJOR PROJECTS CERTIFICATE OF APPROPRIATENESS

\$463.05 NON-REFUNDABLE BASE APPLICATION FEE - OTHER FEES MAY BE APPLICABLE Rev 10/02/2022 ET



## City of Key West

1300 White Street  
Key West, Florida 33040

HARC COA #	REVISION #	INITIAL & DATE
FLOOD ZONE	ZONING DISTRICT	BLDG PERMIT #

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

ADDRESS OF PROPOSED PROJECT:

520 Emma St , Key West, FL 33040

NAME ON DEED:

Green Investments LLC

PHONE NUMBER 518-605-2728

OWNER'S MAILING ADDRESS:

PO Box 98, Racine WI 53401

EMAIL Jeff@knightbarry.com

APPLICANT NAME:

Serge Mashtakov, PE

PHONE NUMBER 305-304-3512

APPLICANT'S ADDRESS:

3710 N Roosevelt Blvd

EMAIL serge@artibusdesign.com

Key West, FL 33040

APPLICANT'S SIGNATURE:

*Serge Mashtakov*

DATE 04/24/2025

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

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

PROJECT INCLUDES: REPLACEMENT OF WINDOWS\_\_\_ RELOCATION OF A STRUCTURE\_\_\_ ELEVATION OF A STRUCTURE\_\_\_

PROJECT INVOLVES A CONTRIBUTING STRUCTURE: YES\_\_\_ NO✓ INVOLVES A HISTORIC STRUCTURE: YES\_\_\_ NO✓

PROJECT INVOLVES A STRUCTURE THAT IS INDIVIDUALLY LISTED ON THE NATIONAL REGISTER: YES\_\_\_ NO✓

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

**GENERAL:** Demolition of existing non-historic porch and construction of 2nd story addition

**MAIN BUILDING:** Second story addition of office space.

**DEMOLITION (PLEASE FILL OUT AND ATTACH DEMOLITION APPENDIX):**

APPLICATIONS MUST BE SUBMITTED IN PERSON WITH HARD COPIES BY 3PM ON THE SCHEDULED DEADLINE  
PLEASE SEND AN ELECTRONIC COPY OF ALL DOCUMENTS [CITY\\_HARC@CITYOFKEYWEST-FL.GOV](mailto:CITY_HARC@CITYOFKEYWEST-FL.GOV)

ACCESSORY STRUCTURE(S): N/A	
PAVERS: N/A	FENCES: N/A
DECKS: N/A	PAINTING: White or HARC Approved pastel color
SITE (INCLUDING GRADING, FILL, TREES, ETC):	POOLS (INCLUDING EQUIPMENT):
No grading is proposed. No fill. Tree protection	N/A
ACCESSORY EQUIPMENT (GAS, A/C, VENTS, ETC):	OTHER:
New A/C equipment	

OFFICIAL USE ONLY:	HARC COMMISSION REVIEW	EXPIRES ON:
MEETING DATE:	<input type="checkbox"/> APPROVED <input type="checkbox"/> NOT APPROVED <input type="checkbox"/> DEFERRED FOR FUTURE CONSIDERATION	INITIAL:
MEETING DATE:	<input type="checkbox"/> APPROVED <input type="checkbox"/> NOT APPROVED <input type="checkbox"/> DEFERRED FOR FUTURE CONSIDERATION	INITIAL:
MEETING DATE:	<input type="checkbox"/> APPROVED <input type="checkbox"/> NOT APPROVED <input type="checkbox"/> DEFERRED FOR FUTURE CONSIDERATION	INITIAL:
REASONS OR CONDITIONS:		
STAFF REVIEW COMMENTS:		
FIRST READING FOR DEMO:	SECOND READING FOR DEMO:	
HARC STAFF SIGNATURE AND DATE:	HARC CHAIRPERSON SIGNATURE AND DATE:	

THIS APPLICATION MAY BE REVIEWED BY PLANNING DEPARTMENT STAFF.

# HARC CERTIFICATE OF APPROPRIATENESS: DEMOLITION APPENDIX



**City of Key West**

1300 White Street  
Key West, Florida 33040

HARC COA #	INITIAL & DATE
ZONING DISTRICT	BLDG PERMIT #

ADDRESS OF PROPOSED PROJECT:	520 Emma St, Key West, FL 33040
PROPERTY OWNER'S NAME:	Green Investments LLC
APPLICANT NAME:	Serge Mashtakov, P.E. Artibus Design LLC

I hereby certify I am the owner of record and that the work shall conform to all applicable laws of this jurisdiction. By receiving a Certificate of Appropriateness, I realize that this project will require a Building Permit approval **PRIOR to proceeding with the work outlined above** and that a final inspection is required under this application. I also understand that **any changes to an approved Certificate of Appropriateness must be submitted for review.**

<u>Jeffrey Green</u> <small>Jeffrey Green (Apr 25, 2025 14:50 CDT)</small>	Jeffrey Green	25/04/2025
PROPERTY OWNER'S SIGNATURE		DATE AND PRINT NAME

DETAILED PROJECT DESCRIPTION OF DEMOLITION
Demolition of the existing non-historic 2nd story porch

CRITERIA FOR DEMOLITION OF CONTRIBUTING OR HISTORIC STRUCTURES:
<b>Before any Certificate of Appropriateness may be issued for a demolition request, the Historic Architectural Review Commission must find that the following requirements are met (please review and comment on each criterion that applies):</b>
(1) If the subject of the application is a contributing or historic building or structure, then it should not be demolished unless its condition is irrevocably compromised by extreme deterioration or it does not meet any of the following criteria:
(a) The existing condition of the building or structure is irrevocably compromised by extreme deterioration.
N/A
(2) Or explain how the building or structure meets the criteria below:
(a) Embodies no distinctive characteristics of a type, period, or method of construction of aesthetic or historic significance in the city and is not a significant and distinguishable building entity whose components may lack individual distinction.
N/A

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

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

Porch is not associated with events that have made any significant contribution to local, state, or national history.

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

The porch has no significant character, interest or value.

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

The porch is not a site of major historic events.

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

N/A.

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

N/A

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

N/A

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

N/A

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

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

CRITERIA FOR DEMOLITION OF NON-CONTRIBUTING OR NON-HISTORIC STRUCTURES:
<b>The following criteria will also be reviewed by the Historic Architectural Review Commission for proposed demolitions. The Commission shall not issue a Certificate of Appropriateness that would result in the following conditions (please review and comment on each criterion that applies):</b>
(1) Removing buildings or structure that are important in defining the overall historic character of a district or neighborhood so that the character is diminished.
Historic character of the district and neighborhood will not be affected by the proposed demolition of a non-historic porch constructed in 1995.
(2) Removing historic buildings or structures and thus destroying the historic relationship between buildings or structures and open space.
The application does not requesting the demolition of the historic building.
(3) Removing an historic building or structure in a complex; or removing a building façade; or removing a significant later addition that is important in defining the historic character of a site or the surrounding district or neighborhood.
N/A
(4) Removing buildings or structures that would otherwise qualify as contributing.
N/A

orig.

# **GREEN INVESTMENTS LLC**

## **OPERATING AGREEMENT**

**December 30, 2003**

THE LIMITED LIABILITY COMPANY INTERESTS IN THE COMPANY REPRESENTED BY THIS AGREEMENT HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR UNDER ANY APPLICABLE STATE SECURITIES LAWS. THE INTERESTS ARE RESTRICTED SECURITIES WITHIN THE MEANING OF RULE 144 PROMULGATED UNDER THE SECURITIES ACT OF 1933. AS A RESULT, THE INTERESTS MAY NOT BE SOLD, ASSIGNED, PLEDGED, OR OTHERWISE DISPOSED OF AT ANY TIME WITHOUT EFFECTIVE REGISTRATION UNDER SUCH ACT AND LAWS (OR EXEMPTIONS THEREFROM) AND COMPLIANCE WITH THE OTHER SUBSTANTIAL RESTRICTIONS ON TRANSFERABILITY SET FORTH IN ARTICLE VII OF THIS AGREEMENT, UNLESS OTHERWISE SPECIFICALLY PERMITTED IN WRITING BY THE MEMBERS.

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## **GREEN INVESTMENTS LLC OPERATING AGREEMENT**

THIS OPERATING AGREEMENT is effective as of the \_\_\_\_ day of December, 2003, by and between Jeffrey B. Green and Michele Green (individually, "Member," and collectively, the "Members").

### **W I T N E S S E T H :**

WHEREAS, the Members have formed a Wisconsin limited liability company known as Green Investments LLC (the "Company"), by causing the filing of Articles of Organization (the "Articles") pursuant to the Wisconsin Limited Liability Company Act (the "Act"); and

WHEREAS, the parties hereto desire to set forth in full all of the terms and conditions of their agreements and understandings in this Operating Agreement (the "Agreement").

NOW, THEREFORE, the parties agree as follows:

### **ARTICLE I FORMATION**

1.01 Definitions. Capitalized items used in this Agreement shall have the meanings set forth in the Glossary contained in Article XI or in the text of this Agreement.

1.02 Formation; Name. The Members have formed the Company as a limited liability company pursuant to the Act by causing, on December 9, 2003, the Articles to be filed with the Wisconsin Department of Financial Institutions, which shall constitute notice that the Company is a limited liability company. The Company's name shall be Green Investments LLC.

1.03 Purposes. The purposes of the Company shall be to engage in any and all general business activities permitted under the Act.

1.04 Registered and Principal Offices. The registered office and principal office of the Company shall initially be located at Suite 3800, 777 East Wisconsin Avenue, Milwaukee, Wisconsin 53202-5306. The registered agent of the Company shall be F&L Corp., whose address is the same as that of the registered office.

1.05 Term. The Company's term officially began on December 9, 2003, and shall continue until terminated by operation of law or by some provision of this Agreement.

1.06 No State Law Partnership. The Members intend that the Company be operated in a manner consistent with its treatment as a partnership for federal and state income tax purposes, but shall not be operated or treated as a "partnership" for any other purpose, including, but not limited to, Section 303 of the Federal Bankruptcy Code.

1.07 Partnership Classification. The Members hereby agree that the Company shall not be operated as an “association” taxed as a corporation under the Code and that no election shall be made under the Treasury Regulations by the Members or any officer to treat the Company as an “association” taxable as a corporation without the prior unanimous written consent of the Members.

1.08 Conversion into Florida Limited Partnership. If any Member changes his or her residency to the State of Florida during the term hereof, then the Members shall promptly thereafter cause the Company to be converted into a Florida limited partnership, whether by merger or by other method, provided that such conversion does not have a material adverse tax effect on either of the Members or on the Company.

## **ARTICLE II MEMBERS**

2.01 Members. The names and business addresses of the Members of the Company are set forth on Exhibit A hereto.

2.02 Admission of Additional Members. Additional members may be admitted to the Company with Manager Approval.

## **ARTICLE III CAPITAL CONTRIBUTIONS**

3.01 Capital Contributions by Members.

(a) Initial Capital Contributions. Each of the initial Members shall make the contributions to the Company described in Exhibit A attached hereto (the “Contributed Assets”), in exchange for the number of Units as indicated on the table set forth in Exhibit A hereto.

(b) Additional Capital Contributions. Additional capital contributions to the Company may be made with prior Manager Approval. No additional Units in the Company shall be issued without prior Manager Approval.

3.02 Loans to the Company. No Member shall make a loan to the Company without prior Manager Approval.

3.03 Withdrawal and Return of Contributions. No Member shall be entitled to withdraw or to the return of its capital contributions, except as provided in this Agreement. No Member shall have the right to demand and receive property other than cash in return for its contributions except that the Members shall be entitled to share in the distribution of the remaining assets of the Company pursuant to Article VIII of this Agreement upon dissolution of the Company.

3.04 Interest on Contributions. Capital contributions to the Company shall not earn interest.

3.05 Limitation on Member's Deficit Make-up. The Members shall have no obligation to restore any deficit in their Capital Accounts.

3.06 Capital Accounts.

(a) Maintenance of Capital Accounts. A separate Capital Account shall be maintained and adjusted for each Member on the books and records of the Company in accordance with the Code and the Treasury Regulations.

(i) Increase. To each Member's Capital Account there shall be credited the amount of any cash and the Value of any property contributed by such Member to the Company, such Member's distributive share of Profits, and any other items in the nature of income or gain that are allocated pursuant to Article IV hereof, and the amount of any Company liabilities that are assumed by such Member or that are secured by any Company property distributed to such Member.

(ii) Decrease. To each Member's Capital Account there shall be debited the amount of cash and the Value of any Company property distributed to such Member pursuant to any provision of this Agreement, such Member's distributive share of Losses, and any other items in the nature of expenses or losses that are specially allocated pursuant to Article IV hereof, and the amount of any liabilities of such Member that are assumed by the Company or that are secured by any property contributed by such Member to the Company.

(b) Transfers. In the event any interest in the Company is transferred in accordance with the terms of this Agreement, the transferee shall succeed to the Capital Account of the transferor to the extent it relates to the transferred interest.

(c) Revaluation. In the event the Values of Company assets are adjusted pursuant to the definition of the term "Value" in Article XI hereof, the Capital Accounts of all Members shall be adjusted as if the Company recognized gain or loss equal to the amount of such aggregate net adjustment.

(d) Interpretation. The Capital Accounts shall be maintained in accordance with Section 704(b) of the Code and the Treasury Regulations promulgated thereunder.

3.07 Units. The equity interests in the Company shall be divided into Units. Except as set forth herein, each Unit shall have identical preferences, limitations, voting, and other relative rights.

## **ARTICLE IV ALLOCATIONS**

4.01 Profits and Losses. Except as otherwise provided in Sections 4.02, 4.03, 4.04, 4.05 and 4.06 hereof, Profits and Losses shall be allocated among the Members in proportion to the number of Units owned by the Members.

4.02 Qualified Income Offset. If any Member unexpectedly receives any adjustments, allocations, or distributions described in Sections 1.704-1(b)(2)(ii)(d)(4), 1.704-1(b)(2)(ii)(d)(5), or 1.704-1(b)(2)(ii)(d)(6) of the Treasury Regulations, then items of Company income and gain (consisting of a pro rata portion of each item of income, including gross income and gain) shall be specially allocated to such Member in an amount and manner sufficient to eliminate the deficit balance (but only to the extent such deficit balance exceeds the sum of the Member's share of Company Minimum Gain and the amount of any deficiency that such Member is required to restore in its Capital Account upon the liquidation of the Company) in its Capital Account created by such adjustment, allocation, or distribution as quickly as possible to the extent required by the Treasury Regulations. Any special allocations of items of income or gain pursuant to this Section 4.02 shall be taken into account in computing subsequent allocations of Profits and Losses pursuant to this Article IV, so that the net amount of any items so allocated and the Profits, Losses, and other items allocated to each Member pursuant to this Article IV shall, to the extent possible, be equal to the net amount that would have been allocated to each such Member pursuant to the provisions of this Article IV if such unexpected adjustment, allocation, or distribution had not occurred.

4.03 Nonrecourse Deductions; Minimum Gain; Minimum Gain Chargeback.

(a) Allocation of Nonrecourse Deductions. Nonrecourse Deductions shall be allocated among the Members in proportion to the number of Units owned by the Members.

(b) Minimum Gain Chargeback. If there is a net decrease in Company Minimum Gain for a fiscal year of the Company, then each Member shall be allocated items of income and gain for such year (and, if necessary, for subsequent years) in accordance with Section 1.704-2(f) of the Treasury Regulations.

4.04 Nonrecourse Debt of the Company Where a Member Bears the Economic Risk of Loss.

(a) General Allocation. Any item of loss, deduction, or expenditure described in Code Section 705(a)(2)(B) that is attributable to a Member Nonrecourse Debt shall be allocated to the Member that bears the Economic Risk of Loss with respect to such Member Nonrecourse Debt, in accordance with this Section 4.04.

(b) Determination of Member Nonrecourse Deductions. The amount of Member Nonrecourse Deductions with respect to a Member Nonrecourse Debt shall be determined in accordance with Section 1.704-2(i) of the Treasury Regulations.

(c) Chargeback of Items of Income and Gain. If there is a net decrease during a fiscal year of the Company in the Member Nonrecourse Debt Minimum Gain attributable to a Member Nonrecourse Debt, then any Member with a share of Member Nonrecourse Debt Minimum Gain attributable to such debt at the beginning of such year shall be allocated items of Company income and gain for such year (and, if necessary, for subsequent years) equal to that Member's share of the net decrease in Member Nonrecourse Debt Minimum Gain.

(d) Member's Share of Minimum Gain Attributable to Member Nonrecourse Debt. A Member's share of Member Nonrecourse Debt Minimum Gain attributable to Member

Nonrecourse Debt shall be determined in accordance with Section 1.704-2(i)(5) of the Treasury Regulations.

4.05 Tax Allocations: Code Section 704(c). In accordance with Code Section 704(c) and the Treasury Regulations thereunder, income, gain, loss, and deduction with respect to any property contributed to the capital of the Company shall, solely for tax purposes, be allocated among the Members so as to take into account any variation between the adjusted basis of such property to the Company for federal income tax purposes and its initial Value (or subsequent adjusted Value, as the case may be). Any elections or other decisions relating to such allocations shall be made by the Members in any manner that reasonably reflects the purpose and intention of this Agreement.

4.06 Other Allocation Rules.

(a) Allocations Upon the Admission of Additional Members. In the event additional Members are admitted to the Company pursuant to Section 2.02 hereof on different dates during any fiscal year, the Profits (or Losses) allocated to the Members for each such fiscal year shall be allocated among the Members in proportion to the interest in the Company each holds from time to time during such fiscal years in accordance with Code Section 706, using any convention permitted by law and selected by the Members.

(b) Items Not Specifically Dealt With. Except as otherwise provided in this Agreement, all items of Company income, gain, loss, deduction, and any other allocations not otherwise provided for herein shall be allocated among the Members in proportion to the number of Units owned by the Members.

(c) Allocations Within Periods. For purposes of determining the Profits, Losses, or any other items allocable to any period, Profits, Losses, and any such other items shall be determined on a daily, monthly, or other basis, as determined by the Members using any permissible method under Code Section 706 and the Treasury Regulations thereunder.

4.07 Construction. The provisions of this Article IV (and other related provisions in this Agreement) pertaining to the allocation of items of Company income, gain, loss, deductions, and credits shall be interpreted consistently with the Treasury Regulations, and to the extent unintentionally inconsistent with such Treasury Regulations, shall be deemed to be modified to the extent necessary to make such provisions consistent with the Treasury Regulations.

4.08 Gross Income Allocations. Notwithstanding Section 4.01 hereof, in the event that interest is imputed (as the result of an audit of the Company's tax return or otherwise) to a Member on a loan or an advance to such Member by the Company, an allocation of gross expense equal to such imputed interest shall be allocated to such Member. Such allocations of gross income and gross expense shall reduce Profits or increase Losses accordingly. In the event that a guaranteed payment to a Member is ultimately recharacterized (as the result of an audit of the Company's tax return or otherwise) as a distribution for federal income tax purposes, if such recharacterization has the effect of disallowing a deduction or reducing the adjusted basis of any asset of the Company, then an amount of Company gross income equal to such disallowance or

reduction shall be allocated to the recipient of such payment. In the event that a distribution to a Member is ultimately recharacterized (as a result of an audit of the Company's tax return or otherwise) as a guaranteed payment for federal income tax purposes, and if any such recharacterization gives rise to a deduction, such deduction shall be allocated to the recipient of the distribution.

## **ARTICLE V DISTRIBUTIONS**

5.01 Distributions. Distributions (other than distributions described in Sections 5.02 and 5.03) shall be made in proportion to the number of Units held by the Members, and shall be in such form and at such times as may be determined by Manager Approval.

5.02 Current Tax Distributions. To the extent permitted by law and consistent with the Company's obligations to its creditors, the Company shall make distributions ("Tax Distributions") in accordance with this Section 5.02 on or before January 15, April 15, June 15, and September 15 of each year. The aggregate amount of the Tax Distribution made with respect to a given date shall be the product of (1) the Company's estimated federal taxable income for the calendar quarter that includes such date, multiplied by (2) the sum of the highest marginal rates of income taxes imposed on resident individuals of Wisconsin, assuming state and local income taxes are fully deductible. The aggregate amount of each Tax Distribution shall be distributed to the Members in proportion to the number of Units held by such Members.

5.03 Amounts Withheld. All amounts withheld pursuant to the Code or any provision of any foreign, state or local tax law with respect to any payment or distribution to a Member, or with respect to a Member's share of Company income, shall be treated as amounts distributed to the Member pursuant to this Article V for all purposes under this Agreement.

## **ARTICLE VI RIGHTS, DUTIES, POWERS, AND COMPENSATION OF THE MANAGER AND MEMBERS**

6.01 Management. Except as otherwise provided in this Agreement, the management of the Company shall be vested in a Manager. All decisions of the Manager shall be made by the vote or written consent of the Manager ("Manager Approval"). The Manager may be removed, with or without cause, by a vote or written consent of the Members holding a majority of the Units in the Company. Each Manager shall serve until his death, resignation or removal. In the event of a Manager's death, resignation or removal, the Members shall appoint a replacement Manager by Member Approval as soon as practicable after the date of such event. The initial Manager shall be Jeffrey B. Green.

6.02 Rights and Powers of the Manager. Except as otherwise provided in this Agreement, the Manager shall have full, exclusive, and complete power to manage and control the business and affairs of the Company and shall have all of the rights and powers provided to a manager of a limited liability company by law.

6.03 Duties and Responsibilities of the Manager. The Manager shall be responsible for conducting the daily business affairs of the Company and for making the day-to-

day operating decisions. It shall be the duty of the Manager to expend his best efforts with respect to the operations of the Company.

6.04 Resignations. A Manager may resign from his or her position as a Manager at any time by providing written notice to the Members. Any such resignation shall become effective as set forth in such notice.

6.05 Restriction on Transactions. The following actions may only be taken with Member Approval (as defined in Section 6.06):

- (a) Any amendment to the Articles or this Agreement;
- (b) A sale of all or substantially all of the assets of the Company;
- (c) The dissolution of the Company;
- (d) The sale or mortgage of any real property of the Company;
- (e) The lease of any real property to Knight-Barry Title, Inc.;
- (f) The entry into any contract or creation of any obligation when the value of such contract or obligation exceeds twenty-five thousand dollars (\$25,000); and
- (g) Any other matter for which member approval is required under the Act.

6.06 Determination of Member Approval. All decisions of the Members shall be made by the vote or written consent of the Members holding at least a majority of the Units in the Company ("Member Approval").

6.07 Company Records. Each Member shall have the right, for a proper purpose to examine and copy at the record or principal office of the Company the books and records maintained pursuant to Section 9.01 hereof, and to obtain the Company's records as to the Members' names, addresses, and Units in the Company.

6.08 Reimbursable Expenses. The Company may reimburse the Manager for all reasonable actual out-of-pocket third-party expenses incurred in connection with the carrying out of the duties set forth in this Agreement and the management of the Company.

6.09 Restrictions on Members. No Member, in his or her capacity as such, shall have the authority to act for the Company in any matter. This Section 6.09 constitutes a restriction on the Members' management rights and duties to the extent such rights and duties have been delegated to the Manager as proxy of the Members.

6.10 Indemnification. The Company shall, to the maximum extent provided by law, indemnify, defend, and hold harmless the Manager and the Members (each, an "Actor"), to the extent of the Company's assets, for, from, and against any liability, damage, cost, expense, loss, claim, or judgment incurred by the Actor arising out of any claim based upon acts performed or omitted to be performed by the Company, its Members, the Manager or any of its

or their agents in connection with the business of the Company acting in capacity as a Member or Manager of the Company, including without limitation, attorneys' fees and costs incurred by the Actor in settlement or defense of such claims. Notwithstanding the foregoing, no Actor shall be so indemnified, defended, or held harmless for claims based upon its acts or omissions in the breach of this Agreement or which constitute fraud, willful misconduct, or breach of fiduciary duty to the Company or to the Members. Amounts incurred by an Actor in connection with any action or suit arising out of or in connection with Company affairs shall be reimbursed by the Company if such action or suit does arise in a matter for which indemnification is available under this Section 6.10 (provided that the Company shall in all events advance expenses of defense but only if the Actor undertakes in writing to repay the advanced funds to the Company if the Actor is finally determined by a court of competent jurisdiction to not be entitled to indemnification pursuant to the provisions of this Section 6.10).

6.11 Time Devoted to Business. Neither the Manager nor the Members shall be required to devote their full time and efforts to the Company, but only so much of their time and efforts as is reasonably necessary to perform their duties and responsibilities to the Company.

6.12 Advisory Board. The Members owning more than 80% of outstanding Units of the Company may create an Advisory Board of the Company for the purpose of providing advice and counsel to the Members on the business of the Company including, without limitation, its policies and procedures, its relationships with third parties and its strategic planning. The size, composition, meetings, rules and procedures and representation by Members on the Advisory Board shall be determined by the Members consenting to the creation of the Advisory Board.

## ARTICLE VII TRANSFER OF MEMBER'S UNITS AND DISASSOCIATION

### 7.01 Assignment and Transfer.

(a) Generally. Except as otherwise provided herein, the Members agree and covenant not to Transfer or permit to be Transferred all or any portion of the Units that they now own or hereafter acquire, except in accordance with and subject to the terms of this Agreement.

(b) Permitted Transfers. The following Transfers may be made free and clear of the restrictions on Transfer under Sections 7.02 and 7.03 (each Transferee under this Section 7.01 is a "Permitted Transferee"):

(i) A Member may Transfer all or any number of its Units to another Member.

(ii) A Member may Transfer all or any number of its Units during such Member's lifetime to such Member's issue or to any trust or custodian account for the exclusive benefit of such Member or such issue.

(iii) A Member that is a trust or custodian may transfer such Member's interest to a beneficiary of such trust or account or to another trust or account for the benefit of the same beneficiaries.

(c) No Membership. A Transfer of any Units in the Company entitles the Transferee of such Units to receive only that share of the Profits, Losses, distributions, Capital Account, and returns of contributions to which the Transferor of such Units in the Company would have otherwise been entitled to. The Transferee obtains no right to vote or participate in the management of the business and affairs of the Company. A Transferee shall be included within the term "Member" for all purposes of this Article VII, except for purposes of the rights of a Member to purchase Units of other Members/Transferees.

(d) Membership. The Transferor remains a Member of the Company with all rights to vote and manage unless and until nontransferring Members owning a majority of the outstanding Units in the Company owned by such Members consent, in their sole discretion, which can be unreasonably withheld, to make the Transferee a Member. A Member may not withdraw from the Company except with the consent of nonwithdrawing Members owning all of the outstanding Units in the Company owned by such Members. If a Member dies or transfers all of the Member's Units during such Member's lifetime and any Transferee is not approved as a Member pursuant to this Section 7.01(d), the Units held by such Transferee under the terms of Section 7.01(c) hereof shall be voted for all purposes hereunder by the remaining Members in the same manner as and in proportion to the Units voted by such Members.

(e) No Dissolution. A mere Transfer of a Unit or Units does not result in dissolution of the Company.

#### 7.02 Transfer During Life by a Member.

(a) Voluntary Transfer. If any Member should decide to effect a voluntary Transfer of any of such Member's Units during such Member's lifetime, then such Member shall immediately give written notice to the Company and the other Members. Such notice shall specify all information relevant to the proposed Transfer, including the identity of the proposed Transferee, the number of Units to be transferred, purchase price and terms of payment, and a copy of any written documents embodying the offer to purchase Units. Such written notice by the Transferring Member shall constitute an offer to sell all of such Units to the Company and the other Members, in the sequence and manner specified in Section 7.04 below, for the third-party offer price and on the payment terms as provided in the third-party offer.

(b) Involuntary Transfer. Whenever a Member has any notice or knowledge of any attempted, impending or consummated involuntary Transfer of, or lien, charge or other encumbrance upon, any of his or her Units, whether by operation of law or otherwise, including the death or divorce of such Member's spouse if such Member does not succeed to the marital property interest of such spouse in any Units ("Involuntary Transfer"), such Member shall give immediate written notice thereof to the Company and the other Members. Such notice shall specify all information relevant to the Involuntary Transfer, including the number of Units subject to the Involuntary Transfer, the identity of the Transferee, a description of the nature of the Involuntary Transfer and a copy of any written documents relating to the Involuntary

Transfer. Such notice by a Member shall constitute an offer to sell all of the Involuntary Transfer Units to the Company and the other Members, in the sequence and manner specified in Section 7.04 below, for the purchase price determined and on payment terms as provided under Section 7.05.

(c) Tendering of Units. At the time a Member sends a written notice under this Section 7.02, the offering Member shall send to the Company any applicable unit certificates for the Units so offered, together with transfer instruments executed in blank sufficient to effect the transfer of all of such Units, if purchased pursuant to such offer, which shall be held by the Company in trust for delivery to the purchasers of such Units if a sale is effected hereunder.

Upon the lapse in whole or in part of the options heretofore described in this Section 7.02, any part or all of the offered Units not purchased pursuant to the foregoing provisions of this Section 7.02 may be transferred, subject to Sections 7.01(c) and (d), to the Transferee identified in, and on the same terms that are set forth in, the notice required by this Section 7.02 for a period of thirty (30) days thereafter, but after such period the restrictions of this Agreement shall again apply. Units so transferred shall continue to be subject to all of the terms and conditions of this Agreement to the extent applicable.

#### 7.03 Death of a Member.

(a) Death of Member other than Jeffrey B. Green. In the event of the death of any Member other than Jeffrey B. Green (hereinafter called "Deceased Member"):

(i) The Company and Jeffrey B. Green shall, in the sequence and manner specified in Section 7.04, have the option to purchase, and the personal representative of the Deceased Member and such Member's Permitted Transferees under Sections 7.01(b)(ii) and (iii) shall have the obligation to tender and sell, all of the Units owned by such Deceased Member and such Permitted Transferees for the purchase price determined and on payment terms as provided in Section 7.05. Upon the lapse in full or in part of the options described in this subsection (a)(i), all of such Units shall continue to be subject to the provisions of this Agreement and the transfer of the Units of the Deceased Member shall be subject to subsection (a)(ii) below.

(ii) Any part or all of the Units of the Deceased Member not transferred or purchased pursuant to the foregoing provisions of this Section 7.03(a) may be transferred, subject to Sections 7.01(c) and 7.01(d), by the personal representative of the Deceased Member pursuant to the terms of the Deceased Member's last will and testament and/or other estate planning documents or pursuant to the laws of intestacy (if applicable) of the state of which the Deceased Member shall have been a resident on the date of his or her death; provided, however, that any Units so transferred shall continue to be subject to all of the terms and conditions of this Agreement.

(b) Death of Jeffrey B. Green. In the event of the death of Jeffrey B. Green, any part or all of the Units of Jeffrey B. Green may be transferred, subject to Sections 7.01(c) and 7.01(d), by his personal representative pursuant to the terms of Jeffrey B. Green's last will and testament and/or other estate planning documents or pursuant to the laws of intestacy (if

applicable) of the state of which Jeffrey B. Green shall have been a resident on the date of his death; provided, however, that any Units so transferred shall continue to be subject to all of the terms and conditions of this Agreement.

(c) Tendering of Units. Immediately upon written demand by the Company, the personal representative of a Deceased Member and such Member's Permitted Transferees shall irrevocably deposit with the Company, as custodian, all of the applicable unit certificates for Units owned by such Member and such Permitted Transferees, together with transfer instruments executed in blank sufficient to effect the transfer of such Units, if purchased pursuant to this Section 7.03, which shall be held by the Company in trust for the account of the personal representative of the Deceased Member and such Permitted Transferees.

#### 7.04 Provisions Related to Exercise of Purchase Options.

(a) Sequence of Options. In the event that an offer or option to sell any Units arises pursuant to Sections 7.02 or 7.03 of this Agreement, the Company and all Members (not including Transferees) other than any Member whose Units are subject to a purchase option (the "Qualified Members") shall have an option to purchase all or any portion of such Units on the terms and conditions set forth below:

(i) For thirty (30) days after receiving written notice of such offer or written notice of the event triggering an option, the Company shall have an irrevocable option to elect to purchase any part or all of the Units to which the offer or option applies pursuant to the applicable paragraph of this Agreement ("Option Units"); provided, however, that if the event triggering such option is the death or divorce of a Member's spouse, then such Member shall have the right for thirty (30) days before the Company's option arises to elect to purchase any part or all of such spouse's interest in the Option Units.

(ii) If the Company shall not exercise its option to purchase all of the Option Units, then for a period of thirty (30) days after the Company's option expires, each of the Qualified Members shall have an irrevocable option to purchase any part or all of the number of Option Units determined by multiplying the number of Option Units not purchased by the Company under subsection (i) above by a fraction, the numerator of which is the total number of Units held by such Qualified Member on the date of such notice and the denominator of which is the total number of Units held by all of the Qualified Members on such date.

(iii) If, within the option period provided in subsection (ii) above, any Qualified Member fails to exercise such option in full, the Company shall, within five (5) days after the expiration of the 30-day option period in such subsection, notify the other Qualified Members of such circumstance. For a period of fifteen (15) days after such notice, each of such other Qualified Members shall have an irrevocable option to purchase any part or all of such remaining Option Units. If more than one remaining Qualified Member desires to exercise such option, each shall be entitled to the lesser of (x) the number of Option Units to which such Qualified Member has exercised the option under this subsection (iii) or (y) the number of remaining Option Units determined by multiplying the number of Option Units not purchased under subsections (i)-(ii) hereof by

a fraction, the numerator of which is the number of Units held by such Qualified Member on the date of such notice and the denominator of which is the total number of Units held by all of the Qualified Members exercising an option under this subsection (iii).

(iv) If, after the option period provided in subsection (iii) above, any Option Units remains unpurchased and the options exercised by one or more Qualified Members under subsection (iii) are not satisfied in full, then each Qualified Member who exercised his option under such subsection in an amount not less than the number of Units determined under clause (y) thereof for such Member shall have the option to purchase such remaining Option Units in the same manner as provided in subsection (iii). This subsection (iv) shall apply for as many rounds of options as are required to either result in the purchase of all Option Units or satisfy in full all options exercised by Qualified Members.

(v) If the Company has more than one class of Units outstanding, the options in subsections (ii)-(iv) above to purchase Units shall extend first (and exclusively) to the Qualified Members holding the same class of Units as the Units subject to the option and the number of Units of such class over which any such Qualified Member may exercise an option shall be determined by the proportionate interest of such Qualified Member in such class of Units. A Qualified Member not holding any Units of the class of Units subject to such option will have an option to purchase Units of such class only if all of the Units of such class are not purchased by the Qualified Members holding Units of such class. Thereafter, all Qualified Members shall have the option to purchase the Units subject to options pursuant to subsections (ii)-(iv) above in proportion to the total amount of Units of all classes held by such Qualified Members.

(b) Exercise of Option. If the Company or a Member desires to exercise in whole or in part an option to purchase Units under this Agreement, such party shall signify such exercise and the number of Option Units to be purchased by such party by delivering written notice to the Company and the other Members within the applicable option period under this Agreement, together with such consideration, if any, required at that time by the section of this Agreement under which such option arises. Upon receipt of a notice to exercise an option, the Company shall promptly transmit the notice to the selling Member or his or her legal representative, as the case may be. The Company and/or the Qualified Members may exercise their respective purchase options with respect to any part or all of the Units subject to purchase and none of such options shall lapse merely because options are exercised with respect to less than all of such Units.

(c) Effect of Appraisal on Option Period. Anything in this Agreement to the contrary notwithstanding, if the purchase price applicable to Units being transferred is to be determined by appraisal, no option period shall commence until the appraisal is complete.

7.05 Purchase Price and Payment. The purchase price for any Unit required to be valued under this Section 7.05 shall be determined as follows:

(a) Valuation by Consent of Members. The value per Unit shall be agreed upon by the Members and the Company on or before December 31 of each year. The value so

agreed upon shall be the purchase price of any Unit under this Agreement and shall be endorsed on an Exhibit B attached hereto and made a part of this Agreement, which endorsement shall take the following form:

The undersigned mutually agree on this \_\_\_\_ day of \_\_\_\_\_,  
20\_\_, that for the purpose of Section 7.05 of this Agreement, the  
value per Unit shall be \$\_\_\_\_\_.

GREEN INVESTMENTS LLC

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

\_\_\_\_\_, Member

\_\_\_\_\_, Member

(b) Valuation by Appraisal. If the Members fail to make a determination of value for a particular year under Section 7.05(a) above, the last previously stated value shall control, except that if the Members and the Company have not determined a value under Section 7.05(a) within twenty-four (24) months immediately preceding the notice under Section 7.02(b) hereof, or the date of the Deceased Member's death, as the case may be, then any party to this Agreement buying or selling any Units under Sections 7.02(b) or 7.03 may object to the purchase price as determined under Section 7.05(a) and have the right to obtain an appraisal of the Units. The expense of such appraisal shall be paid in equal shares by the buyer(s), on the one hand, and the seller(s), on the other hand, of such Units. The Company and the Members shall promptly agree on an independent appraiser, and failing such agreement within five (5) days, Peter Didier Real Estate Appraisals, Port Washington, Wisconsin (or the successor thereto) shall perform such appraisal. The purchase price of the Units to be sold, determined by the appraiser, shall mean the highest competitive price a third party would pay for such Units on the Valuation Date, assuming that employees employed as of the Valuation Date would continue in the employment of the Company, with due consideration, but only in the case of a purchase under Section 7.02(b), for appropriate discounts for minority interest, lack of marketability or otherwise. The Company and other parties shall supply all information necessary to allow the appraiser to perform the appraisal and the appraiser shall be instructed to complete the required appraisal report within thirty (30) days. The purchase price determined by the appraiser shall be final and binding upon all parties to the particular transaction, free of challenge or review in any court.

(c) Payment. After all option periods under the applicable paragraphs of this Agreement have expired, the Secretary of the Company shall give written notice to the Company and all interested parties of the business day and hour more than fifteen (15) days after the date of such notice, but within thirty (30) days after the date of such notice, for the closing of the purchase of Units at the principal office of the Company ("Closing Date"). At the time of

closing, ownership interest in Units being purchased shall be transferred of record to the purchasers, against payment to the seller(s) of the purchase price as follows. In the case of a purchase of any Unit at a price determined under this Section 7.05, the purchase price shall be payable monthly in sixty (60) equal monthly payments commencing on the Closing Date. The unpaid principal balance of the deferred purchase price at any time outstanding from and after the Closing Date shall bear interest, payable monthly with principal payments at a rate per annum (the "Applicable Rate") equal to the rate announced by Bank of Elmwood, Racine, Wisconsin, as its "prime rate" (or other base lending rate) in effect on the applicable date as follows: the initial interest rate shall be the Applicable Rate in effect on the Closing Date and the interest rate shall be adjusted on each annual anniversary of the Closing Date to the Applicable Rate in effect on such date, which adjusted rate shall apply to the interest payment periods following the adjustment date. The obligation of a party to pay all deferred installments of purchase price and interest thereon shall be evidenced by a promissory note of the purchaser ("Promissory Note") payable to the order of the selling party providing for the payments of principal and interest specified above. The Promissory Note shall reserve the right of the maker to prepay the indebtedness evidenced thereby, in whole or in part, at any time, without penalty. The obligations of the purchaser for the principal amount of any Promissory Note and interest thereon shall be secured by a pledge of the Units being purchased pursuant to this Agreement, and the Units so pledged shall be held in escrow by an escrow agent mutually acceptable to the parties to the transaction, upon such terms and conditions as are customary in security arrangements of a similar nature until the obligations secured thereby have been paid in full. If the holder of such Units shall have voting rights with respect thereto, the terms of such pledge shall permit the seller of such Units to vote the Units subject to the lien created by such pledge only upon default in the payment of any amounts due under the Promissory Note. Upon request by the purchaser, Units shall be released from the lien of such pledge pro rata to the extent of payments of the original principal amount of the Promissory Note.

7.06 Disassociation. A person ceases to be a Member of the Company upon the occurrence of, and at the time of, any event of disassociation under Section 183.0802 of the Act.

7.07 Restraining Order. In the event that any Member shall at any time Transfer or attempt to Transfer its Units in violation of the provisions of this Agreement and any rights hereby granted, then the other Members and the Company shall, in addition to all rights and remedies at law and in equity, be entitled to a decree or order restraining and enjoining such Transfer (including reimbursement by such Member of all fees and expenses incurred by the other Members and the Company in obtaining such decree or order), and the offending Member shall not plead in defense thereto that there would be an adequate remedy at law; it being hereby expressly acknowledged and agreed that damages at law will be an inadequate remedy for a breach or threatened breach of the violation of the provisions concerning transfer set forth in this Agreement.

## ARTICLE VIII DISSOLUTION AND WINDING UP

8.01 Dissolution. The Company shall be dissolved upon the happening of any of the following:

- (a) Member Approval to dissolve the Company;
- (b) The Company being adjudicated insolvent or bankrupt; or
- (c) Entry of a decree of judicial dissolution.

8.02 Winding Up and Liquidation. Upon a dissolution of the Company, the Members shall select a liquidator (the "Liquidator"). The Liquidator shall liquidate as much of the Company's assets in its discretion, and shall do so as promptly as is consistent with obtaining fair value for them, and shall apply and distribute the assets of the Company in accordance with the following:

(a) First, to the payment and discharge of all of the Company's debts and liabilities to creditors of the Company regardless of whether they are Members, including, without limitation, the unpaid principal balance (and any interest thereon) of any loan made by a Member;

(b) Second, to the Members in accordance with their Capital Accounts, after giving effect to all contributions, distributions (including distributions made pursuant to Section 8.02(b)) and allocations for all periods.

8.03 Compliance With Timing Requirements of Regulations. In the event the Company is "liquidated" within the meaning of Section 1.704-1(b)(2)(ii)(g) of the Treasury Regulations, distributions shall be made pursuant to this Article VIII by the end of the fiscal year in which such liquidation occurs, or if later, within 90 days of such liquidation.

## **ARTICLE IX BOOKS, REPORTS, ACCOUNTING, AND TAX ELECTIONS**

9.01 Books and Records. The Company shall maintain or cause to be maintained at the Company's principal place of business, complete and accurate books and records with respect to all Company business and transactions in accordance with the Act. Such books and records shall be at all times during normal business hours open to inspection by any Member upon reasonable advance notice.

9.02 Fiscal Year and Method of Accounting. The Company's fiscal year for both tax and financial reporting purposes shall be the calendar year. The method of accounting for both tax and financial reporting purposes shall be the cash method as determined by the Members.

9.03 Reports and Statements. Within 90 days of the end of each fiscal year of the Company, the Company shall deliver to the Members the following information with respect to the just completed fiscal year of the Company:

(a) Preparation of Returns. Such information as shall be necessary for the preparation by the Members of their federal, state, and local income and other tax returns; and

(b) Tax Information. A copy of all income tax and information returns to be filed by the Company for the preceding fiscal year of the Company.

9.04 Tax Elections. The Board of Managers shall have the sole discretion and authority to make or revoke any elections on behalf of the Company for tax purposes.

9.05 Tax Matters Partner. Jeffrey B. Green is designated as the “tax matters partner” of the Company, as provided in the regulations pursuant to Code Section 6231, to perform such duties as are required or appropriate thereunder.

## **ARTICLE X MISCELLANEOUS**

10.01 Amendments. Except as provided in Section 10.05 hereof, amendments to this Agreement shall be undertaken and effective only with the unanimous written consent of the Members.

10.02 Bank Accounts. Company funds shall be deposited in the name of the Company in accounts designated by the Manager and withdrawals shall be made only by persons duly authorized by the Manager.

10.03 Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of all the Members, their personal representatives, heirs, successors, and assigns.

10.04 Rules of Construction. The captions in this Agreement are inserted only as a matter of convenience and in no way affect the terms or intent of any provision of this Agreement. All defined phrases, pronouns, and other variations thereof shall be deemed to refer to the masculine, feminine, neuter, singular, or plural, as the actual identity of the organization, person, or persons may require. No provision of this Agreement shall be construed against any party hereto by reason of the extent to which such party or its counsel participated in the drafting hereof.

10.05 Choice of Law and Severability. This Agreement shall be construed in accordance with the internal laws of Wisconsin without regard to choice-of-law principles. If any provision of this Agreement shall be contrary to the internal laws of Wisconsin or any other applicable law, at the present time or in the future, such provision shall be deemed null and void, but shall not affect the legality of the remaining provisions of this Agreement. This Agreement shall be deemed to be modified and amended so as to be in compliance with applicable law.

10.06 Counterparts. This Agreement may be executed in one or more counterparts. Each such counterpart shall be considered an original and all of such counterparts shall constitute a single agreement binding all the parties as if all had signed a single document.

10.07 Entire Agreement. This Agreement constitutes the entire agreement among the Members regarding the terms and operations of the Company, except for any amendments to this Agreement adopted in accordance with Section 10.01 hereof.

10.08 Last Day for Performance Other Than a Business Day. In the event that the last day for performance of an act or the exercise of a right hereunder falls on a day other than a Business Day, then the last day for such performance or exercise shall be the first Business Day thereafter.

10.09 Notices. All notices or other communications under this Agreement shall be in writing and shall be deemed to have been duly given and to have become effective (i) upon receipt if delivered in person or by fax, (ii) one day after having been delivered to an overnight air courier, or (iii) three days after having been deposited in the mails as certified or registered matter addressed to the recipient's most recent address as reflected in the Company's records.

10.10 Title to Property; No Partition. All real and personal property owned by the Company shall be owned by it as an entity and no Member shall have any ownership interest in such property in its individual right or name, and each Member's Units represented thereby shall be personal property.

## **ARTICLE XI GLOSSARY**

In this Agreement, the following terms shall have the meanings indicated below, and any derivations of these terms shall have correlative meanings:

"Act" means the Wisconsin Limited Liability Company Act.

"Business Day" means a day other than a Saturday, Sunday, or a legal holiday on which federally chartered banks are generally closed for business.

"Capital Account" means the separate account maintained for each Member pursuant to Section 3.06 hereof.

"Code" means the Internal Revenue Code of 1986, and any successor provisions or codes thereto.

"Company Minimum Gain" shall have the same meaning as ascribed to the term "partnership minimum gain" by Section 1.704-2(d) of the Treasury Regulations.

"Contributed Assets" shall have the meaning ascribed to it in Section 3.01 above.

"Debt" means all of the following items of Company: all interest and non-interest bearing debt; accrued executive bonuses; accrued, but unpaid, tax liabilities (including withholding tax liabilities with respect to executive bonuses); and account payable obligations or accrued liabilities in excess of amounts maintained on a historical basis.

"Depreciation" means, for each fiscal year or other period, an amount equal to the depreciation, amortization, or other cost recovery deduction allowable with respect to an asset for such year or other period, except that if the Value of an asset differs from its adjusted basis for federal income tax purposes at the beginning of such year or other period, Depreciation shall be an amount which bears the same ratio to such beginning Value as the federal income tax

depreciation, amortization, or other cost recovery deduction for such year or other period bears to such beginning adjusted tax basis.

“Economic Risk of Loss” with respect to a Member shall be determined in accordance with Section 1.752-2 of the Treasury Regulations.

“Formula Value” means an amount equal to (a) the value of a Member’s Capital Account divided by the number of Units held by the Member at the time of such valuation or (b) the quotient of (i) the aggregate amount of capital contributions made by a Member to the Company plus the aggregate amount of interest that would be earned on such capital contributions at the Prime Rate between the date of each such capital contribution and the time of such valuation, divided by (ii) the number of Units held by the Member at the time of such valuation.

“Manager” means an individual vested with management control of the Company pursuant to Section 6.01.

“Manager Approval” means the approval of the Manager pursuant to Section 6.01.

“Member” means Jeffrey B. Green or Michele Green or any Member admitted pursuant to Section 2.02 or any Transferee permitted to become a Member pursuant to Section 7.01.

“Member Approval” means any action or decision of the Members pursuant to Section 6.06.

“Member Nonrecourse Debt” means any Nonrecourse Debt of the Company for which any Member (or related person within the meaning of Section 1.752-4(b) of the Treasury Regulations) bears the Economic Risk of Loss.

“Member Nonrecourse Debt Minimum Gain” shall have the meaning ascribed to such term by Section 1.704-2(i) of the Treasury Regulations.

“Member’s Share of Company Minimum Gain” shall be determined in accordance with and have the meaning ascribed to such term in Section 1.704-2(g) of the Treasury Regulations.

“Net Revenue,” for purposes of determining Formula Value, means the sum of the net revenue of the Company.

“Nonrecourse Debt” shall have the meaning ascribed to such term by Section 1.752-1(a)(2) of the Treasury Regulations.

“Nonrecourse Deductions” shall be determined in accordance with and have the meaning ascribed to such term by Sections 1.704-2(b)(1) and –2(b)(2) of the Treasury Regulations.

“Notice of Involuntary Transfer” means the written notice to be sent by a Transferor or an Involuntary Transferee to the Company pursuant to Article VII describing the event giving rise to the Involuntary Transfer; the date upon which the Transfer occurred; the reason or reasons for the Transfer; the name, address and capacity of the Involuntary Transferee; and the number of Units involved.

“Permitted Transferee” any Transferee acquiring Units pursuant to the terms of Section 7.01(b)(ii) or (iii).

“Prime Rate” means the prime rate of interest announced by U.S. Bank N.A. from time to time.

“Profits and Losses” means, for each fiscal year or other period, an amount equal to the Company’s taxable income or loss for such year or period, determined in accordance with Code Section 703(a) (for this purpose, all items of income, gain, loss, or deduction required to be stated separately pursuant to Code Section 703(a)(1) shall be included in taxable income or loss), with the following adjustments:

(a) Any income of the Company that is exempt from federal income tax and not otherwise taken into account in computing Profits or Losses pursuant to this definition shall be added to such taxable income or loss;

(b) Any expenditures of the Company described in Code Section 705(a)(2)(B) or treated as Code Section 705(a)(2)(B) expenditures pursuant to Section 1.704-1(b)(2)(iv)(i) of the Treasury Regulations, and not otherwise taken into account in computing Profits or Losses pursuant to this definition, shall be subtracted from such taxable income or loss;

(c) Gain or loss resulting from any disposition of Company property with respect to which gain or loss is recognized for federal income tax purposes shall be computed by reference to the Value of the property disposed of, notwithstanding that the adjusted tax basis of such property differs from its Value;

(d) In lieu of the depreciation, amortization, and other cost recovery deductions taken into account in computing such taxable income or loss, there shall be taken into account Depreciation for such fiscal year or other period hereof; and

(e) Notwithstanding any other provision of this definition, any items which are specially allocated pursuant to Sections 4.03, 4.04, 4.05, 4.06, 4.07, and 4.09 hereof shall not be taken into account in computing Profits or Losses.

“Transfer” means, with respect to a Unit, to sell, give, assign, bequeath, gift, pledge or otherwise encumber, divest, dispose of, or transfer ownership or control of all, any part of, or any interest in the Unit, whether voluntarily or by operation of law; provided, however, that the term “Transfer” does not include a pledge of the Units to a financial institution solely as security for indebtedness; provided, further, that in the case of such a pledge of a Unit to a financial institution, the term “Transfer” includes any action (including, without limitation, an action in foreclosure) that is taken by the secured party in order to transfer any interest in the

Unit from the pledgor in connection with the enforcement of the security interest in the Unit after an event of default under the security agreement.

“Transferee” means any person acquiring Units pursuant to the terms of Article VII.

“Transferor” means a Member who Transfers, or proposes to Transfer, any of its Units pursuant to the terms of Article VII.

“Treasury Regulations” means the regulations promulgated under the Code, as such regulations may be amended from time to time. All references herein to specific sections of the Treasury Regulations shall be deemed also to refer to any corresponding provisions of succeeding Treasury Regulations, and any references to Temporary Regulations shall be deemed also to refer to any corresponding provisions of final Treasury Regulations.

“Unit” or “Units” means the basis by which a Member’s ownership interest in the Company issued pursuant to Section 3.01(a) or (b) is measured.

“Value” means, with respect to any asset, the asset’s adjusted basis for federal income tax purposes, except as follows:

(a) The initial Value of any asset contributed by a Member to the Company shall be the gross fair market value of such asset, as determined by the Members;

(b) The Values of all Company assets shall be adjusted to equal their respective gross fair market values, as determined by the Members as of the following times: (A) the acquisition of any additional interest in the Company by any new or existing Member in exchange for more than a de minimis capital contribution; (B) the distribution by the Company to a Member of more than a de minimis amount of Company property, unless all Members receive simultaneous distributions of undivided interests in the distributed property in proportion to their interests in the Company; and (C) the termination of the Company for federal income tax purposes pursuant to Code Section 708(b)(1)(B); and

(c) If the Value of an asset has been determined or adjusted pursuant to (a) or (b) above, such Value shall thereafter be adjusted by the Depreciation taken into account with respect to such asset for purposes of computing Profits and Losses.

“Valuation Date” means, the date of a notice under Section 7.02(b) or the date of a Deceased Member’s death, as the case may be.

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed as of the day and year first above written.

MEMBERS:

December 30, 2003



Jeffrey B. Green

December 30, 2003



Michele Green

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

## EXHIBIT A

Jeffrey B. Green and Michele Green, as tenants in common of the following properties (the "Properties"), agree to contribute the Properties to the Company for the agreed-upon value assigned to the same, in exchange for the number of Units indicated in the table set forth below:

Property #1:

Parcel Identification Number 16-098-32-05.000

The East Thirty-three (33) feet and Four (4) inches of Lot Five (5) in Block Thirty-two (32) in the Original Plat of the City of Port Washington (formerly known as Wisconsin City and as Washington), Ozaukee County, Wisconsin.

Property #2:

Parcel Identification Number 1119 141 0301

The South 19 feet of Lot 15 of Block 12 in the Original Plat of the Village (now City) of West Bend, Washington County, Wisconsin.

The North 38 feet of Lot 16 of Block 12 in the Original Plat of the Village (now City) of West Bend, Washington County, Wisconsin.

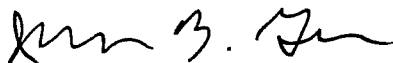
<u>Member</u>	<u>Consideration</u>	<u>Units</u>
Jeffrey B. Green 835 Wisconsin Avenue P.O. Box 98 Racine, WI 53401	Agreed-upon value of Jeffrey B. Green's interest in the Contributed Assets.	100
Michele Green 835 Wisconsin Avenue P.O. Box 98 Racine, WI 53401	Agreed-upon value of Michele Green's interest in the Contributed Assets.	100


**EXHIBIT B**

VALUATION BY CONSENT

The undersigned mutually agree on this 1<sup>st</sup> day of January, 2004,  
that for the purpose of Section 7.05 of this Agreement, the value  
per Unit shall be \$825..

GREEN INVESTMENTS LLC

By:   
Jeffrey B. Green  
Manager

  
Jeffrey B. Green, Member

  
Michele Green, Member

**FIRST AMENDMENT TO THE  
OPERATING AGREEMENT OF  
GREEN INVESTMENTS LLC**

THIS FIRST AMENDMENT (“**First Amendment**”) to the Operating Agreement of Green Investments LLC, a Wisconsin limited liability company, (the “**Company**”) dated December 30, 2003 (the “**Operating Agreement**”) is hereby effective as of Nov. 9, 2020 by and among the Company and the undersigned Members of the Company (each a “**Member**” and, collectively, the “**Members**”).

**AMENDMENT**

In consideration for the mutual agreements set forth herein, the Company and the Members agree as follows:

1. Section 7.01(b)(iv) of Article VII is hereby added to provide:

(iv) A Member may Transfer all or any number of its Units during such Member’s lifetime to a revocable trust, the permissible beneficiaries of such trust to include the Member, the Member’s spouse, and the issue of both the Member and the Member’s spouse.

2. Section 7.01(d) of Article VII is hereby amended and restated to provide:

“(d) Membership.

Upon any Transfer of Units to the trustee of the Jeffrey B. Green 1996 Trust dated March 7, 1996 and as may be amended from time to time (and any trust created thereunder) such trustee (and duly appointed successor trustee) shall be a full Member of the Company, with full rights and responsibilities of a Member (“**Substitute Member**”). For any other Transfer other than a transfer to a Substitute Member, the Transferor remains a Member of the Company with all rights to vote and manage unless and until nontransferring Members owning a majority of the outstanding Units in the Company owned by such Members consent, in their sole discretion, which can be unreasonably withheld or withheld for any reason, to make the Transferee a Member. A Member may not withdraw from the Company except with the consent of nonwithdrawing Members owning all of the outstanding Units in the Company owned by such Members. If a Member dies or transfers all of the Member’s Units during such Member’s lifetime and any Transferee is not approved as a Member pursuant to this Section 7.01(d), the Units held by such Transferee under the terms of Section 7.01(c) hereof shall be voted for all purposes hereunder by the remaining Members in the same manner as and in proportion to the Units voted by such Members (for avoidance of doubt, no Transferees, including Permitted Transferees, shall be permitted to vote under this provision).

3. Section 7.03(b) of Article VII is hereby amended by the addition of adding the following sentence to end of the paragraph:

“In the event of the death of Jeffery B. Green, and if Jeffery B. Green transferred Units to a Substitute Member during his lifetime, or any Units would be transferred to the Substitute Member pursuant to the terms of his last will and testament and/or other estate planning documents, such Substitute Member (and any successor trustees of such Substitute Member) shall be made full a Member under this Agreement.”

4. This First Amendment shall be deemed to be an amendment to the Operating Agreement. Except as modified by this First Amendment, all other terms and provisions of the Operating Agreement shall remain in full force and effect in accordance with their terms.

5. In the event of any inconsistency between the Operating Agreement and the express terms of this First Amendment, the express terms of this First Amendment shall control.

6. This First Amendment shall be construed and interpreted according to the laws of the State of Wisconsin, without regard to any conflict of law provisions.

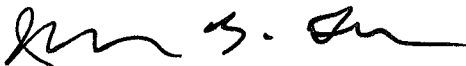
7. This First Amendment may be executed by facsimile or electronic signature pages and in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

[SIGNATURE PAGES FOLLOW]


IN WITNESS WHEREOF, the parties have duly executed this First Amendment to the Operating Agreement effective as of the date first set forth above.

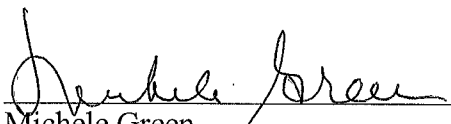
**COMPANY**

GREEN INVESTMENTS LLC

By:   
Jeffrey B. Green, Manager

**MEMBERS**

  
Jeffrey B. Green

  
Michele Green

# PROJECT PHOTOS

520 EMMA ST  
(FRONT SIDE VIEW)



520 EMMA ST  
(REAR SIDE VIEW)

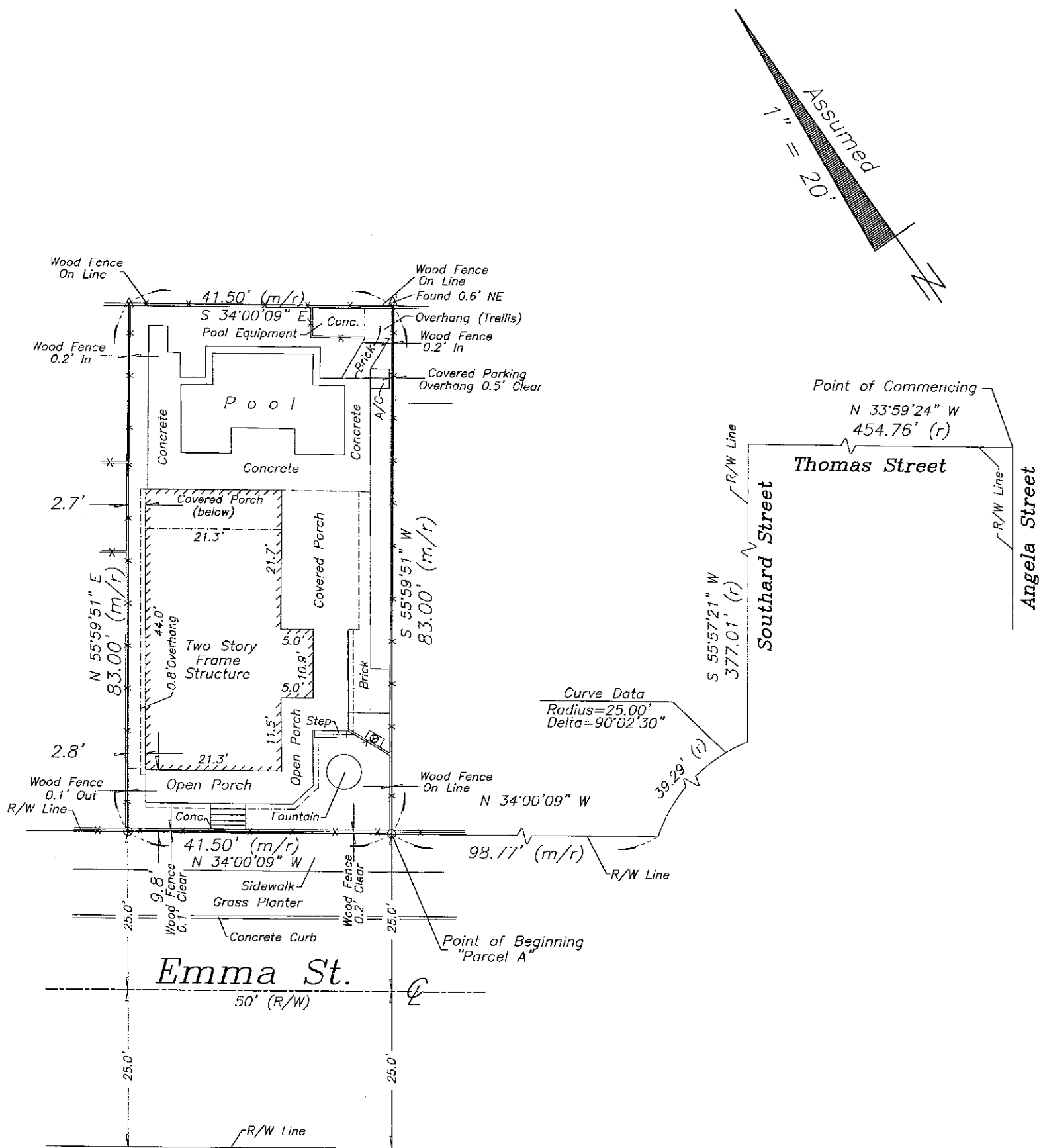


520 EMMA ST  
(EXISTING BALCONY)



# SURVEY

# Boundary Survey Map of part of Lot 3, Block 52, of W.A. Whitehead's map of the Island of Key West



## LEGEND

- Found 1/2" Iron Pipe (FHH)
- Set 3/4" Iron Pipe w/cap (6298)
- Found 1/2" Iron Rod (2863)
- Found Nail & Disc (FHH)
- Found Nail & Disc (6298)
- (M) Measured
- (R) Record
- (M/R) Measured & Record
- POB Point of Beginning
- R\W Right of Way
- CLF Chain Link Fence
- Centerline
- Wood Utility Pole
- Concrete Utility Pole
- P- Overhead Utility Lines
- P.S. Parking Space

NOTE:  
This Survey Map is not  
full and complete without  
the attached Survey Report.

Sheet One of Two Sheets

J. LYNN O'FLYNN, Inc.



Professional Surveyor & Mapper  
PSM #6298

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

# PROPOSED DESIGN

# HARC APPLICATION PLANS FOR 520 EMMA ST

SITE LOCATION



LOCATION MAP:

PROJECT LOCATION:  
520 EMMA ST,  
KEY WEST, FL 33040

CLIENT:  
GREEN INVESTMENTS LLC

THIS ITEM HAS BEEN DIGITALLY SIGNED AND  
SEALED BY GERSE MABITACKY, P.E. ON THE  
DATE ADJACENT TO THE SEAL.  
PRINTED COPIES OF THIS DOCUMENT ARE  
NOT CONSIDERED SIGNED AND SEALED AND  
THE SIGNATURE MUST BE VERIFIED ON ANY  
ELECTRONIC COPIES.

GERSE MABITACKY  
PROFESSIONAL ENGINEER  
STATE OF FLORIDA  
LICENSE NO. 71480

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**ARTIBUS DESIGN**  
3710 N. ROOSEVELT BLVD  
KEY WEST, FL 33040  
(305) 304-3312  
WWW.ARTIBUSDESIGN.COM  
CA # 30835

CLIENT:  
**GREEN INVESTMENTS LLC**

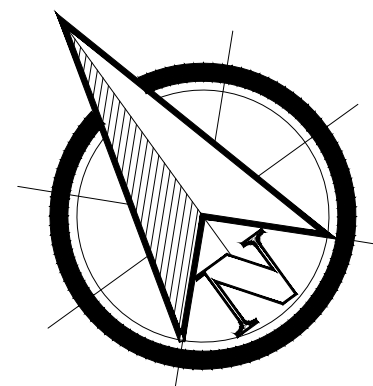
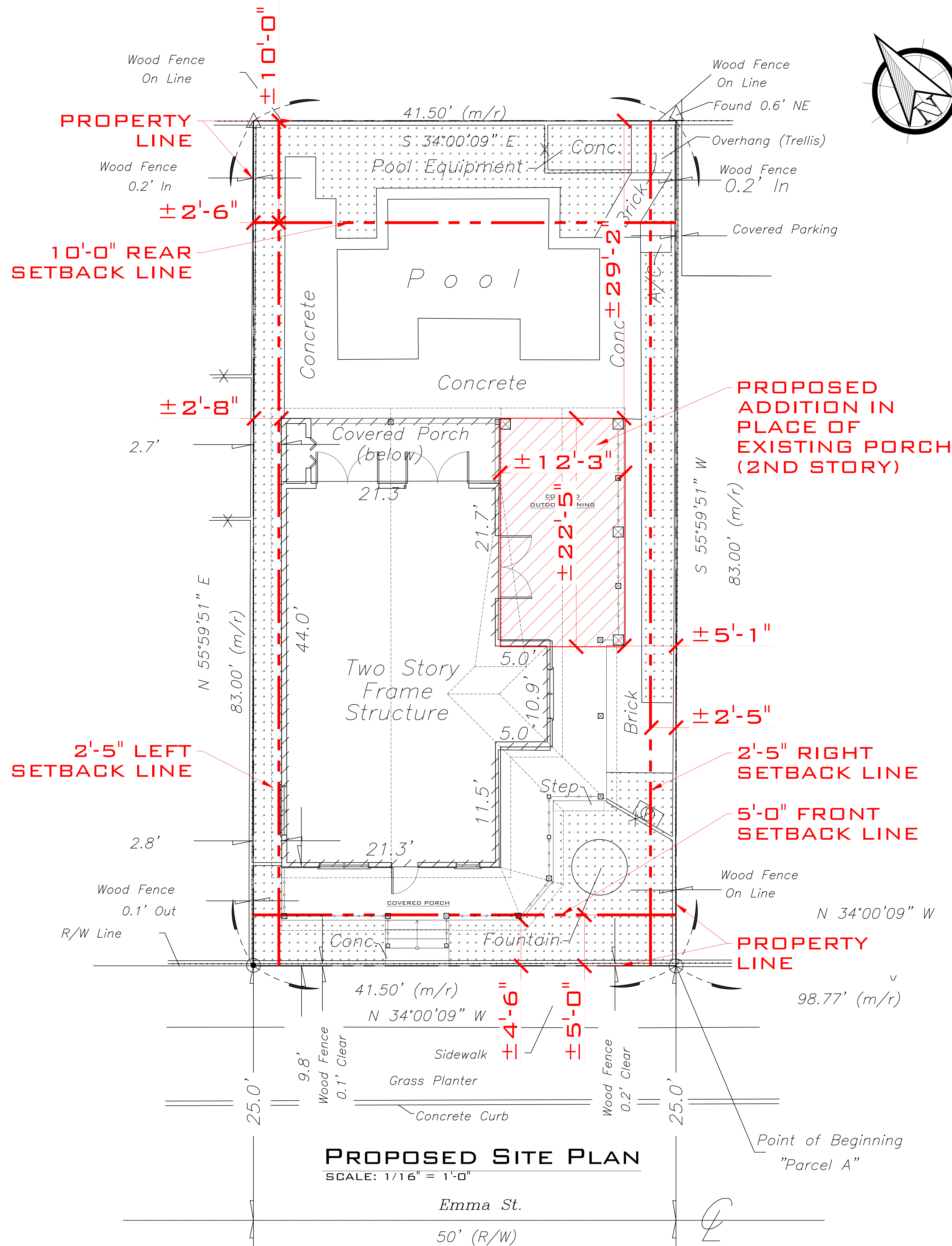
PROJECT:  
**520 EMMA ST**

SITE:  
**520 EMMA ST,  
KEY WEST, FL 33040**

TITLE:  
**COVER**

SCALE AS SHOWN	DATE: 04/28/25	DRAWN: CA	CHECKED: SAM
PROJECT NO: 2503-02	DRAWING NO: G-100	REVISION: 1	





#### SITE DATA:

TOTAL SITE AREA: ±3,444.59 SQ.FT  
LAND USE: HPRD (HISTORIC PLANNED REDEVELOPMENT/DEVELOPMENT)  
FLOOD ZONE: X

#### SETBACKS

FRONT:  
REQUIRED 5'-0"  
EXISTING ±4'-6"  
PROPOSED (NO CHANGES)

LEFT SIDE:  
REQUIRED 2'-5"  
EXISTING ±2'-8"  
PROPOSED (NO CHANGES)

RIGHT SIDE:  
REQUIRED 2'-5"  
EXISTING ±5'-1"  
PROPOSED (NO CHANGES)

REAR:  
REQUIRED 10'-0"  
EXISTING ±29'-2"  
PROPOSED (NO CHANGES)

#### MAXIMUM IMPERVIOUS SURFACE RATIO:

REQUIRED: 50% (1,722.2 SQ.FT.)  
EXISTING 72.9% (±2,513.4 SQ.FT.)  
PROPOSED 72.9% (±2,513.4 SQ.FT.)  
(NO CHANGES)

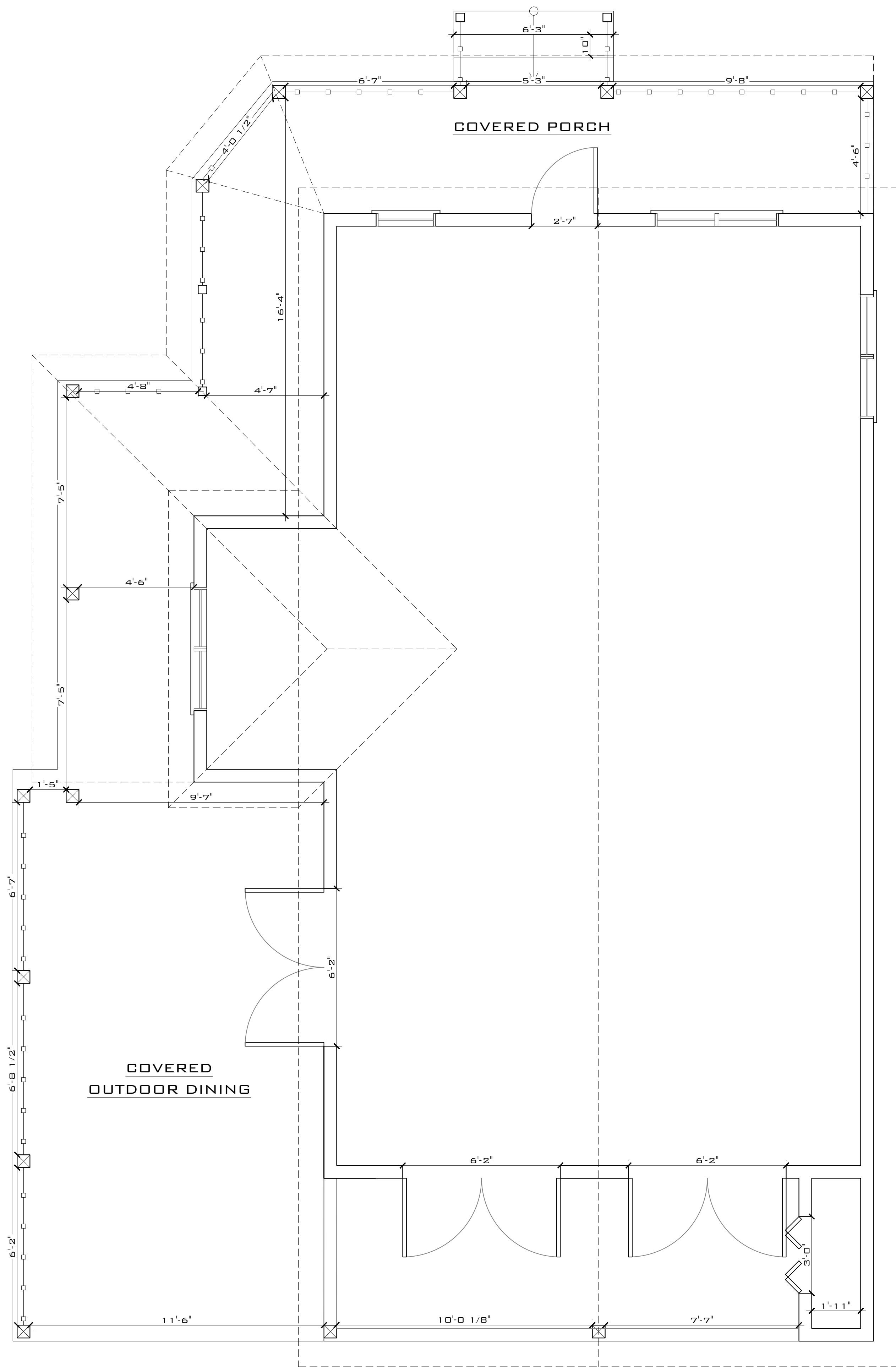
#### MAXIMUM BUILDING COVERAGE:

REQUIRED 40% (1,377.8 SQ.FT.)  
EXISTING 45.5% (±1,567.3 SQ.FT.)  
PROPOSED 45.5% (±1,567.3 SQ.FT.)  
(NO CHANGES)

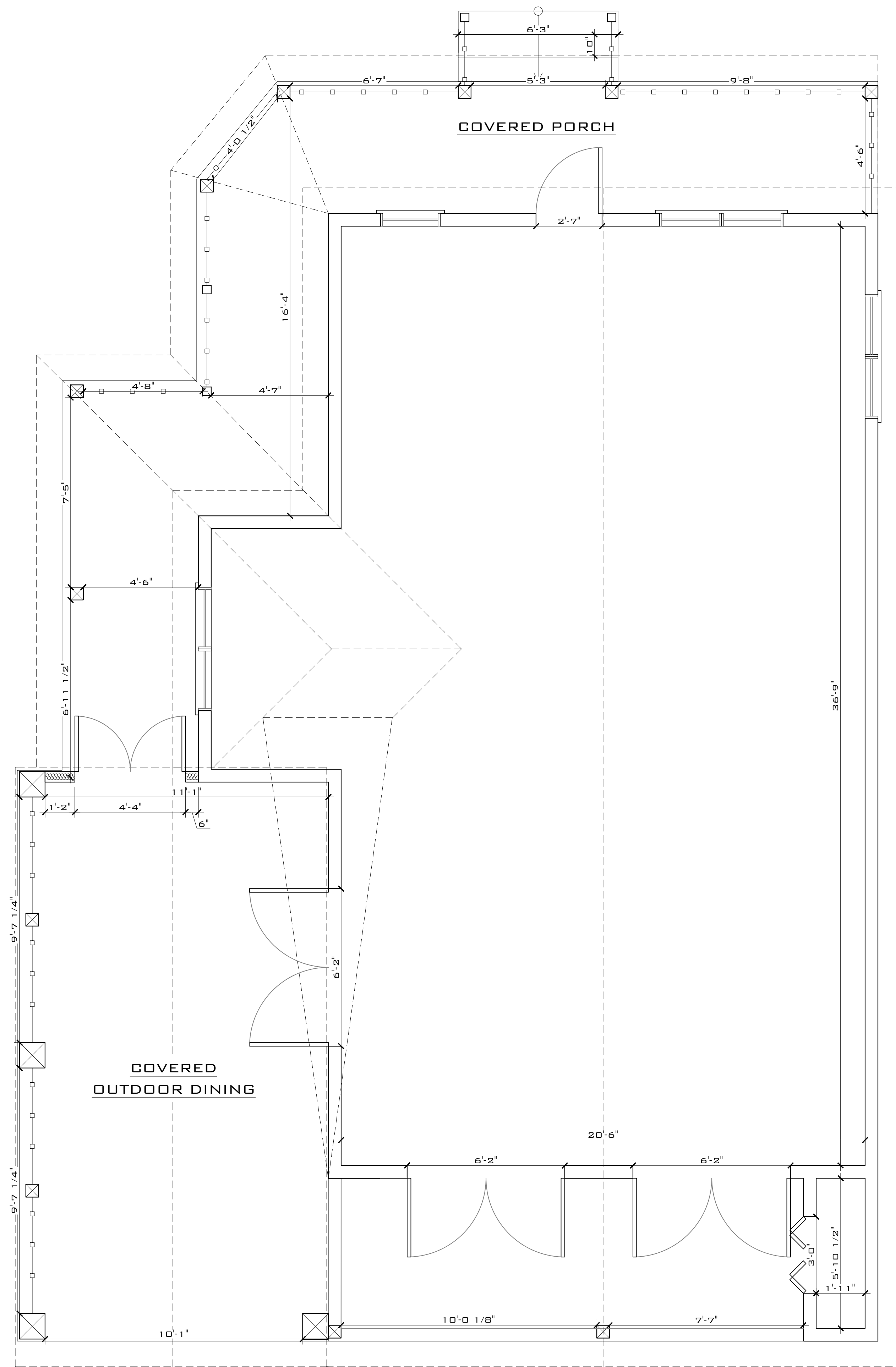
#### OPEN SPACE MINIMUM:

REQUIRED 35% (1,205.6 SQ.FT.)  
EXISTING 27.1% (±930.1 SQ.FT.)  
PROPOSED 27.1% (±930.1 SQ.FT.)  
(NO CHANGES)

THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY SERGE MANTAKOV, P.E. ON THE DATE ADJACENT TO THE SEAL. PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED AND THE SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES.			
SERGE MANTAKOV PROFESSIONAL ENGINEER STATE OF FLORIDA LICENSE NO. 71480			
THIS DRAWING IS NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL SEAL.			
<b>ARTIBUS DESIGN</b> ENGINEERING AND PLANNING			
ARTIBUS DESIGN 3710 N. ROOSEVELT BLVD KEY WEST, FL 33040 (305) 304-3312 WWW.ARTIBUSDESIGN.COM CA # 30835			
CLIENT: GREEN INVESTMENTS LLC			
PROJECT: 520 EMMA ST			
SITE: 520 EMMA ST., KEY WEST, FL 33040			
TITLE: PROPOSED SITE PLAN			
SCALE BY SHEET: 2503-02	DATE: 04/28/25	DRAWN BY: CA	CHECKED BY: SAM
PROJECT NO.: C-102			SHEET NO.: 1



**EXISTING 1ST FLOOR PLAN**  
SCALE: 1/4" = 1'-0"



**PROPOSED 1ST FLOOR PLAN**  
SCALE: 1/4" = 1'-0"

THIS ITEM HAS BEEN DIGITALLY SIGNED AND  
SEALED BY GERRIE MARITAKADY, P.E. ON THE  
DATE ADJACENT TO THE SEAL.  
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ELECTRONIC COPIES.

GERRIE MARITAKADY  
PROFESSIONAL ENGINEER  
STATE OF FLORIDA  
LICENSE NO. 71480

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KEY WEST, FL 33040  
(305) 304-3312  
WWW.ARTIBUSDESIGN.COM  
CA # 30835

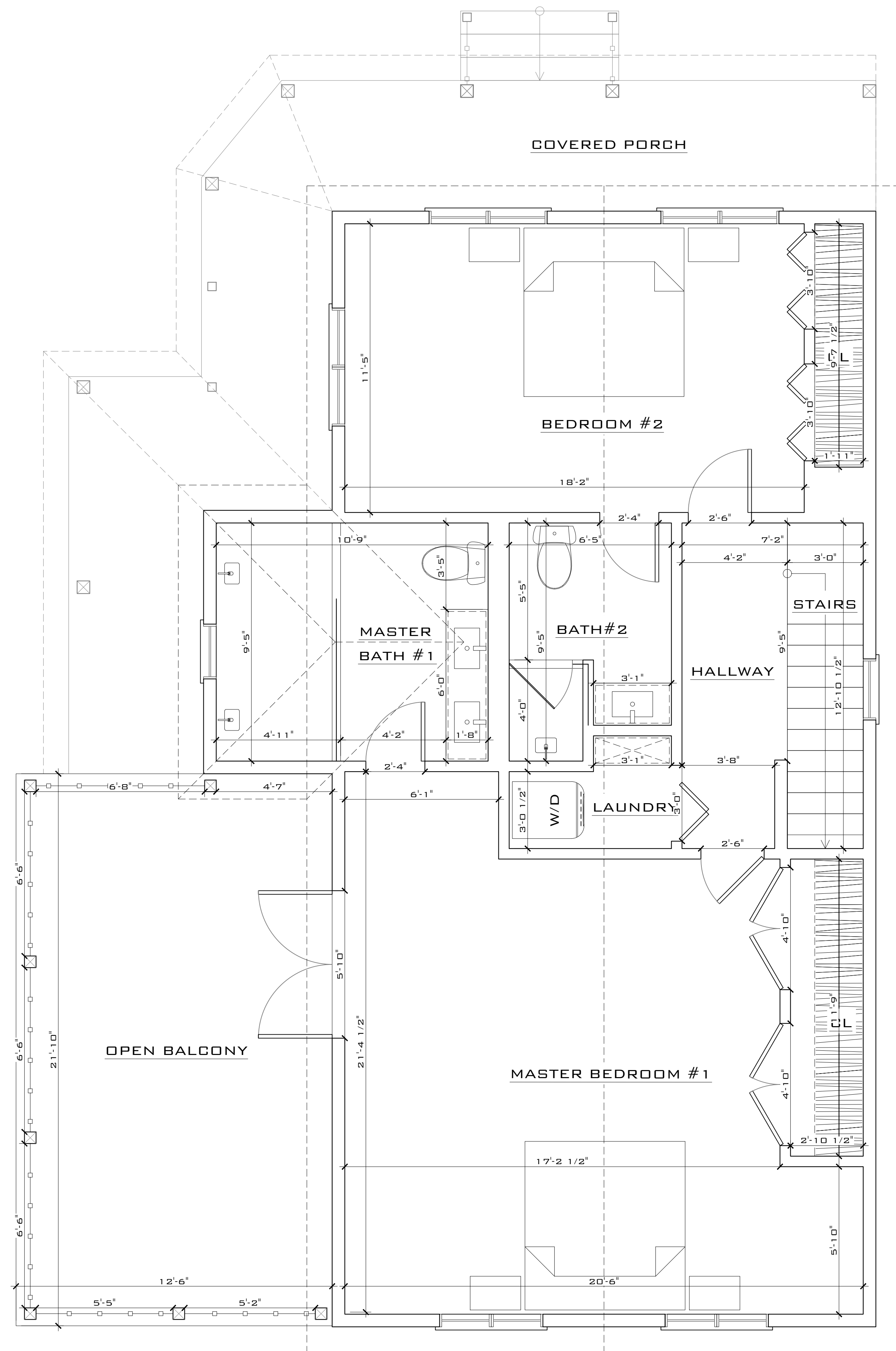
CLIENT:  
GREEN INVESTMENTS LLC

PROJECT:  
520 EMMA ST.

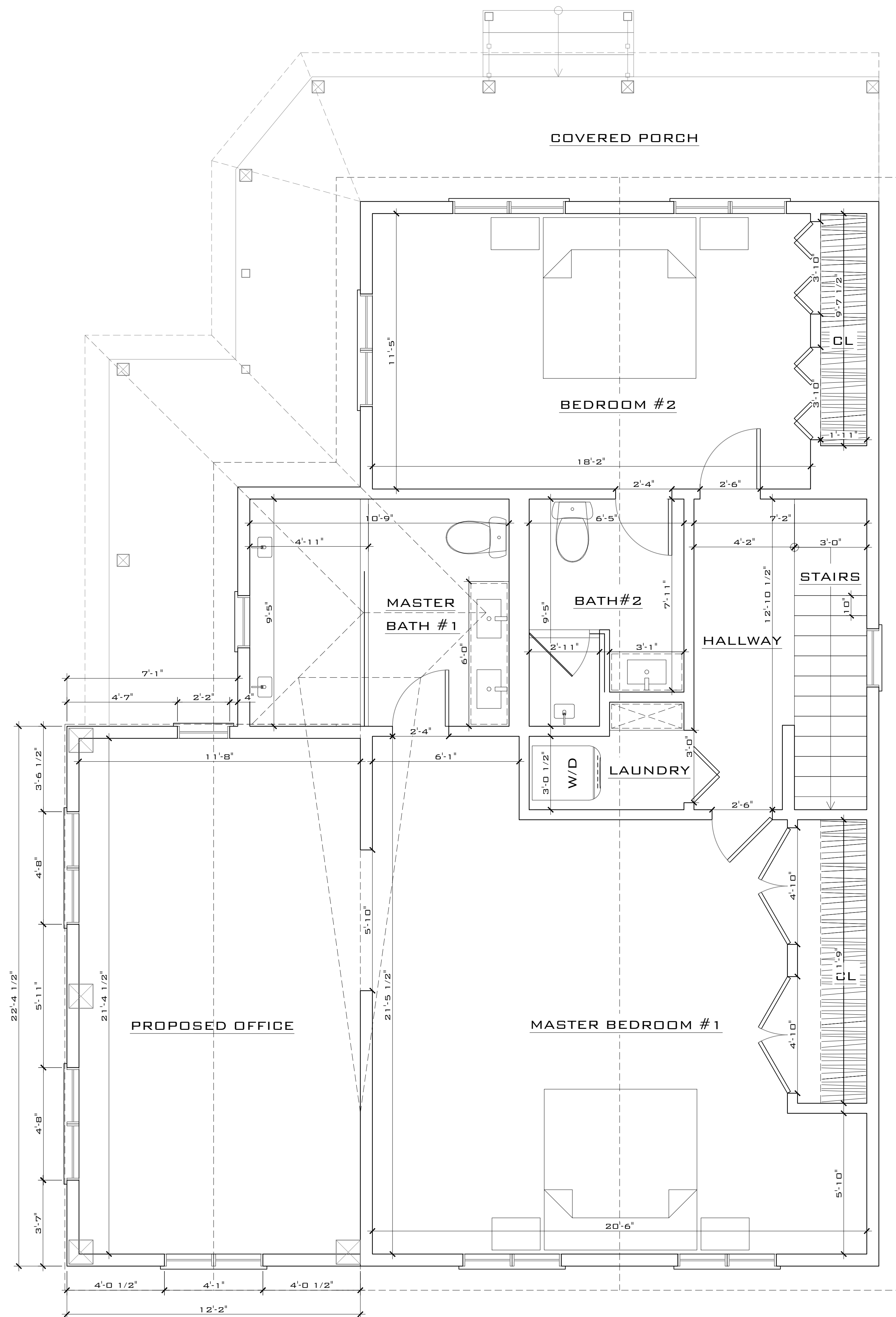
SITE:  
520 EMMA ST.,  
KEY WEST, FL 33040

TITLE:  
PROPOSED FLOOR PLAN

SCALE BY SHEET:	DATE:	DRAWN:	CHECKED:
AS SHOWN	04/28/25	GA	SAH
PROJECT NO.:	DRAWING NO.:	REVISION:	
2503-02	A-101		1



**EXISTING 2ND FLOOR PLAN**  
SCALE: 1/4" = 1'-0"



**PROPOSED 2ND FLOOR PLAN**  
SCALE: 1/4" = 1'-0"

THIS ITEM HAS BEEN DIGITALLY SIGNED AND  
SEALED BY GERRIE MARIATSKY, P.E. ON THE  
DATE ADJACENT TO THE SEAL.  
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ELECTRONIC COPIES.

GERRIE MARIATSKY  
PROFESSIONAL ENGINEER  
STATE OF FLORIDA  
LICENSE NO. 71488D

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ENGINEERING AND PLANNING

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3710 N. ROOSEVELT BLVD  
KEY WEST, FL 33040  
(305) 304-3312  
WWW.ARTIBUSDESIGN.COM  
CA # 30835

CLIENT:

GREEN INVESTMENTS LLC

PROJECT:

520 EMMA ST

SITE:

520 EMMA ST,  
KEY WEST, FL 33040

TITLE:

PROPOSED FLOOR PLAN

SCALE BY SHEET: DATE: DESIGNED BY: CHECKED BY: DRAWN BY: PROJECT NO.:

2503-02 A-102 1



**EXISTING FRONT ELEVATION**

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



**EXISTING REAR ELEVATION**

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



**PROPOSED FRONT ELEVATION**

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



**PROPOSED REAR ELEVATION**

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

THIS ITEM HAS BEEN DIGITALLY SIGNED AND  
SEALED BY GREGORY M. HARTZ, P.E. ON THE  
DATE ADJACENT TO THE SEAL.  
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NOT CONSIDERED SIGNED AND SEALED AND  
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GREGORY M. HARTZ  
PROFESSIONAL ENGINEER  
STATE OF FLORIDA  
LICENSE NO. 71480

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ENGINEERING AND PLANNING

ARTIBUS DESIGN  
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KEY WEST, FL 33040  
(305) 304-3312  
WWW.ARTIBUSDESIGN.COM  
CA # 30835

CLIENT:

GREEN INVESTMENTS LLC

PROJECT:

520 EMMA ST

SITE:

520 EMMA ST,  
KEY WEST, FL 33040

TITLE:

EXISTING ELEVATIONS

SCALE BY SHEET DATE: 04/28/25

AS SHOWN: 04/28/25

PROJECT NO.: 2503-02

SHEET NO.: A-103

REVISION: 1



### EXISTING RIGHT ELEVATION

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



### PROPOSED RIGHT ELEVATION

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

THIS ITEM HAS BEEN DIGITALLY SIGNED AND  
SEALED BY GERSE MANTAKADY, P.E. ON THE  
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GERSE MANTAKADY  
PROFESSIONAL ENGINEER  
STATE OF FLORIDA  
LICENSE NO. 71480

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KEY WEST, FL 33040  
(305) 304-3312  
WWW.ARTIBUSDESIGN.COM  
CA # 30835

CLIENT:

GREEN INVESTMENTS LLC

PROJECT:

520 EMMA ST

SITE:

520 EMMA ST,  
KEY WEST, FL 33040

TITLE:

EXISTING ELEVATIONS

SCALE	BY	DATE	REVISION	DATE	REVISION
AS SHOWN	DA	04/28/25	DA	04/28/25	1

2503-02 A-103 1

# NOTICING

# Public Meeting Notice

The Historic Architectural Review Commission will hold a public meeting at 5:00 p.m., May 27, 2025, at City Hall, 1300 White Street, Key West, Florida. The purpose of the hearing will be to consider a request for:

## NEW SECOND STORY ADDITION ON SOUTH ELEVATION OF NON-HISTORIC STRUCTURE. DEMOLITION OF EXISTING NON-HISTORIC SECOND STORY PORCH.

#520 EMMA STREET

Applicant – Serge Mashtakov, PE    Application #C2025-0048

If you wish to see the application or have any questions, you may visit the Planning Department during regular office hours at 1300 White Street, call 305-809-3975 or visit our website at [www.cityofkeywest-fl.gov](http://www.cityofkeywest-fl.gov).

**THIS NOTICE CAN NOT BE REMOVED FROM THE SITE UNTIL HARC FINAL DETERMINATION**

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

# HARC POSTING AFFIDAVIT

STATE OF FLORIDA:  
COUNTY OF MONROE:

**BEFORE ME**, the undersigned authority, personally appeared PALEH AMBROZIAK, who, first being duly sworn, on oath, depose and says that the following statements are true and correct to the best of his/her knowledge and belief:

1. That a legal notice for Public Notice of Hearing of the Historic Architectural Review Commission (HARC) was placed on the following address:  
520 EMMA STREET, KEY WEST, FL-33040 on the  
27 day of MAY, 2025.

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

The property was posted to notice a public hearing before the Key West Historic Architectural Review Commission to be held on 5:00 P.M. MAY 27, 2025.

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

The Certificate of Appropriateness number for this legal notice is C21725-0048.

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

**Signed Name of Affiant:**

PALEH AMBROZIAK

**Date:** 05/21/25

**Address:** 3710 N. ROOSEVELT BLVD

**City:** KEY WEST

**State, Zip:** 33040

The forgoing instrument was acknowledged before me on this 21 day of  
MAY, 2025.

By (Print name of Affiant) PALEH AMBROZIAK who is  
personally known to me or has produced ID as  
identification and who did take an oath.

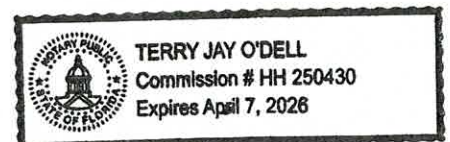
**NOTARY PUBLIC**

Sign Name: Terry O'Dell

Print Name: Terry O'Dell

Notary Public - State of Florida (seal)

My Commission Expires: April 7, 2026



# Public Meeting Notice

The Historic Architectural Review Commission will hold a public meeting at **5:00 p.m., May 27, 2025, at City Hall, 1300 White Street, Key West, Florida.** The purpose of the hearing will be to consider a request for:

**NEW SECOND STORY ADDITION ON SOUTH ELEVATION  
OF NON-HISTORIC STRUCTURE, DEMOLITION OF  
EXISTING NON-HISTORIC SECOND STORY PORCH,**

**#520 EMMA STREET**

**Applicant – Serge Mashtakov, PE Application #C2025-0048**

If you wish to see the application or have any questions, you may visit the Planning Department during regular office hours at 1300 White Street, call 305-809-3978 or visit our website at [www.cityofkeywest.fl.us](http://www.cityofkeywest.fl.us).

**THIS NOTICE CAN NOT BE REMOVED FROM THE SITE UNTIL FINAL DETERMINATION**

**ADA ASSISTANCE:** – It is the policy of the City of Key West to comply with all requirements of the Americans with Disabilities Act (ADA). Please call the City manager at 305-809-8772 or 800-809-8772 (toll free) or the ADA Coordinator at 305-809-3978 at least five business days in advance for sign language interpreters, auxiliary hearing devices, or materials in accessible format.





# PROPERTY APPRAISER INFORMATION

## Monroe County, FL

**\*\*PROPERTY RECORD CARD\*\*****Disclaimer**

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

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

**Summary**

Parcel ID 00010120-000228  
 Account# 8872658  
 Property ID 8872658  
 Millage Group 10KW  
 Location Address 520 EMMA St, KEY WEST  
 Legal Description KW PT LOT 3 SQR 52 .07906 AC OR1373-1315 OR1373-1317 OR1613-2105 OR2277-1683 OR2292-914 OR2665-31 OR3285-1241  
 (Note: Not to be used on legal documents.)  
 Neighborhood 6278  
 Property Class SINGLE FAMILY RESID (0100)  
 Subdivision  
 Sec/Twp/Rng 06/68/25  
 Affordable No  
 Housing

**Owner**

[GREEN INVESTMENTS LLC](#)  
 PO Box 98  
 Racine WI 53401

**Valuation**

	2024 Certified Values	2023 Certified Values	2022 Certified Values	2021 Certified Values
+ Market Improvement Value	\$737,909	\$715,064	\$722,837	\$518,771
+ Market Misc Value	\$23,085	\$24,066	\$24,860	\$25,842
+ Market Land Value	\$1,618,680	\$2,066,400	\$1,346,604	\$1,129,632
= Just Market Value	\$2,379,674	\$2,805,530	\$2,094,301	\$1,674,245
= Total Assessed Value	\$2,228,421	\$2,025,837	\$1,841,670	\$1,674,245
- School Exempt Value	\$0	\$0	\$0	\$0
= School Taxable Value	\$2,379,674	\$2,805,530	\$2,094,301	\$1,674,245

**Historical Assessments**

Year	Land Value	Building Value	Yard Item Value	Just (Market) Value	Assessed Value	Exempt Value	Taxable Value	Maximum Portability
2024	\$1,618,680	\$737,909	\$23,085	\$2,379,674	\$2,228,421	\$0	\$2,379,674	\$0
2023	\$2,066,400	\$715,064	\$24,066	\$2,805,530	\$2,025,837	\$0	\$2,805,530	\$0
2022	\$1,346,604	\$722,837	\$24,860	\$2,094,301	\$1,841,670	\$0	\$2,094,301	\$0
2021	\$1,129,632	\$518,771	\$25,842	\$1,674,245	\$1,674,245	\$0	\$1,674,245	\$0
2020	\$1,205,400	\$533,593	\$26,823	\$1,765,816	\$1,765,816	\$0	\$1,765,816	\$0
2019	\$1,205,400	\$541,004	\$27,805	\$1,774,209	\$1,774,209	\$0	\$1,774,209	\$0
2018	\$1,188,180	\$548,415	\$28,786	\$1,765,381	\$1,753,550	\$0	\$1,765,381	\$0

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

**Land**

Land Use	Number of Units	Unit Type	Frontage	Depth
RESIDENTIAL DRY (010D)	3,444.00	Square Foot	41.5	83

Buildings

Building ID	34433	Exterior Walls	ABOVE AVERAGE WOOD		
Style	2 STORY ELEV FOUNDATION	Year Built	1995		
Building Type	S.F.R. - R1 / R1	EffectiveYearBuilt	2013		
Building Name		Foundation	CONC PILINGS		
Gross Sq Ft	2851	Roof Type	GABLE/HIP		
Finished Sq Ft	1777	Roof Coverage	METAL		
Stories	2 Floor	Flooring Type	SFT/HD WD		
Condition	GOOD	Heating Type	FCD/AIR DUCTED with 0% NONE		
Perimeter	258	Bedrooms	3		
Functional Obs	0	Full Bathrooms	3		
Economic Obs	0	Half Bathrooms	0		
Depreciation %	12	Grade	600		
Interior Walls	WD PANL/CUSTOM	Number of Fire Pl	0		
Code	Description	Sketch Area	Finished Area	Perimeter	
OPX	EXC OPEN PORCH	648	0	0	
FLA	FLOOR LIV AREA	1,777	1,777	0	
PTO	PATIO	426	0	0	
TOTAL		2,851	1,777	0	

Yard Items

Description	Year Built	Roll Year	Size	Quantity	Units	Grade
TIKI	1994	1995	12 x 15	1	180 SF	1
TIKI	1994	1995	4 x 5	1	20 SF	1
CONC PATIO	1994	1995	4 x 14	1	56 SF	2
FENCES	1994	1995	0 x 0	1	770 SF	2
RES POOL	1995	1996	0 x 0	1	486 SF	3

Sales

Sale Date	Sale Price	Instrument	Instrument Number	Deed Book	Deed Page	Sale Qualification	Vacant or Improved	Grantor	Grantee
7/18/2024	\$2,950,000	Warranty Deed	2469011	3285	1241	05 - Qualified	Improved		
12/27/2013	\$1,650,000	Warranty Deed		2665	31	05 - Qualified	Improved		
4/24/2007	\$1,895,000	Warranty Deed		2292	914	Q - Qualified	Improved		
1/14/2000	\$749,000	Warranty Deed		1613	2105	M - Unqualified	Improved		
10/1/1995	\$429,900	Warranty Deed		1373	1317	Q - Qualified	Improved		

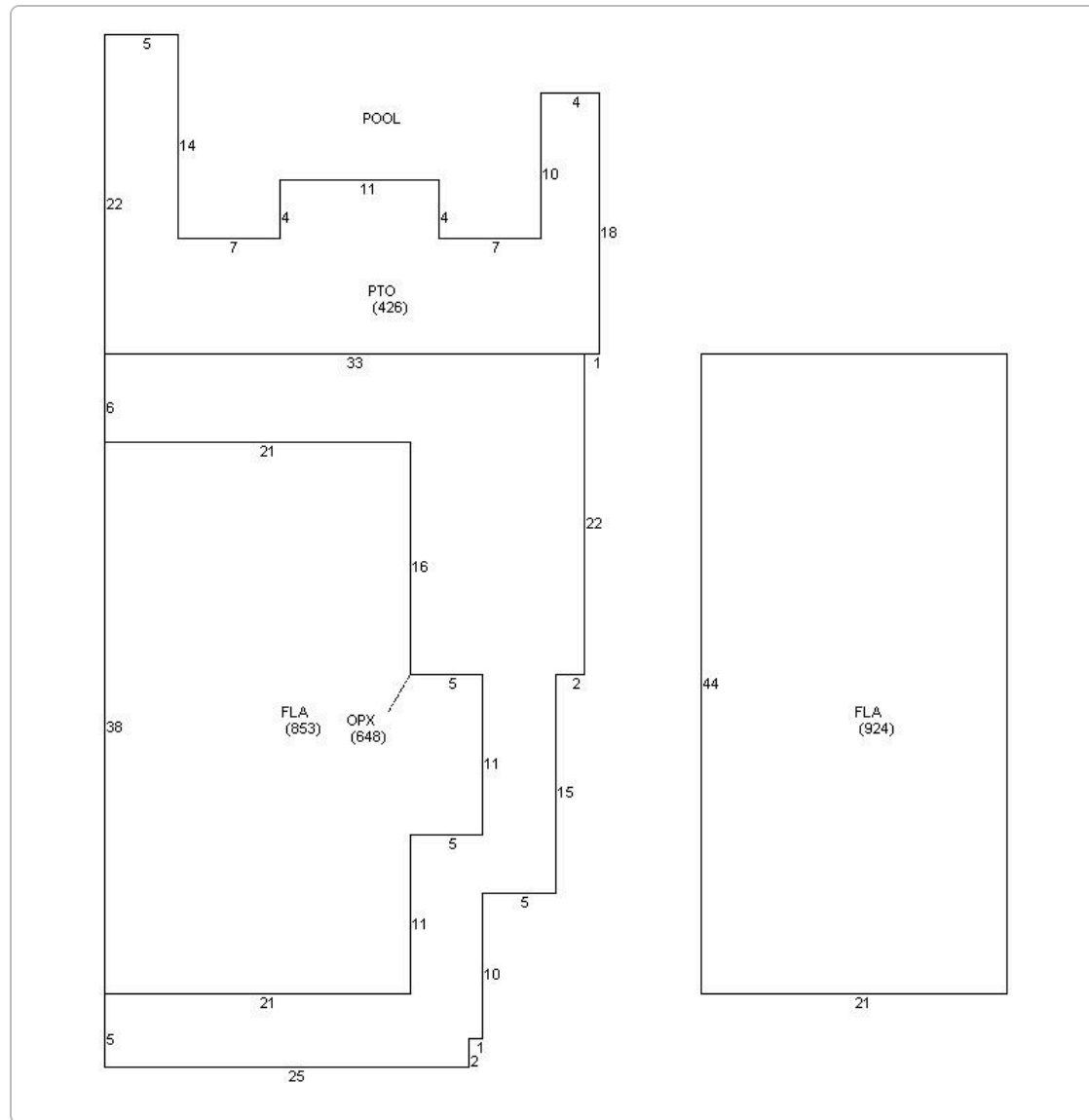
Permits

Number	Date Issued	Status	Amount	Permit Type	Notes
24-2553	10/01/2024	Active	\$2,500	Residential	replacement of two toilets. Two showers, three lavatory faucets, one kitchen
24-2225	08/20/2024	Active	\$0	Residential	replace kitchen cabinets/counter tops & tile 3 bathrooms
15-2889	07/22/2015	Completed	\$11,550		OPEN UP STORAGE AREA, TURN INTO OPEN DECK
14-0112	01/28/2014	Completed	\$500		INSTALL APPROX. 30 L.F. OF RAILING WIHT A GATE, MATCHING TO EXISTING
03-2400	08/01/2003	Completed	\$23,500		RENOVATIONS
9600976	02/01/1996	Completed	\$1,300		ELECTRICAL
B953308	10/01/1995	Completed	\$4,500		WOOD FLOOR 1ST FLOOR CONC
B953608	10/01/1995	Completed	\$25,260		POOL
B952901	09/01/1995	Completed	\$1,400		TILE BATH & KITCHEN
A952787	08/01/1995	Completed	\$5,428		14 SQRS V-CRIMP ROOFING
B952525	08/01/1995	Completed	\$130,000		NEW 2 STORY S.F.R.
E952873	08/01/1995	Completed	\$3,600		ELECTRICAL SERVICE
M952787	08/01/1995	Completed	\$4,000		1-4TON A/C W/8 DROPS
P952557	08/01/1995	Completed	\$5,000		PLUMBING SERVICE
B952415	07/01/1995	Completed	\$660	Residential	DIG 22 AUGER PILES

View Tax Info

[View Taxes for this Parcel](#)

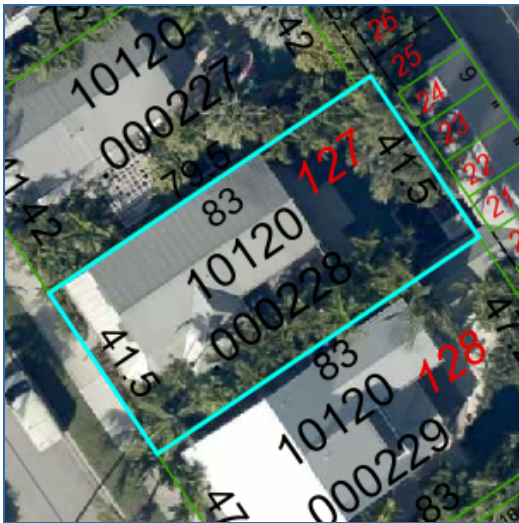
Sketches (click to enlarge)



## Photos



## Map



## TRIM Notice

[2024 TRIM Notice \(PDF\)](#)

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