

# **Application**



# Application For Easement

City of Key West, Florida • Planning Department

1300 White Street • Key West, Florida 33040 • 305-809-3720 • [www.cityofkeywest-fl.gov](http://www.cityofkeywest-fl.gov)

## Application Fee: \$2,150.00

(includes \$100.00 advertising/noticing fee and \$50.00 fire review fee)  
(\$400 for each additional easement for same parcel)

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

### PROPERTY DESCRIPTION: See attached O&E Report

Site Address: 130 Duval Street, Key West

Zoning District: HRCC-1 Real Estate (RE) #: 00000550-000000

Property located within the Historic District? ☒ Yes ☐ No

APPLICANT: ☐ Owner ☒ Authorized Representative

Name: Tara Tedrow

Mailing Address: 215 N. Eola Drive

City: Orlando State: FL Zip: 32801

Home/Mobile Phone: 407-418-6361

Office: \_\_\_\_\_

Fax: \_\_\_\_\_

Email: Tara.Tedrow@lowndes-law.com

### PROPERTY OWNER: (if different than above)

Name: 130 Duval Street, Inc.

Mailing Address: 19707 Turnberry Way, Apt. 5J

City: Miami State: FL Zip: 33180

Home/Mobile Phone: \_\_\_\_\_

Office: \_\_\_\_\_

Fax: \_\_\_\_\_

Email: \_\_\_\_\_

Description of requested easement and use: approval of easement for existing balcony constructed at 130 Duval Street, which balcony area was already approved by Resolution No. 88-254 on July 6, 1988 (attached) and any existing building improvements that encroach upon City right-of-way.

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

If yes, please describe and attach relevant documents: See attached O&E Report

**REQUIRED SUBMITTALS:** All of the following must be submitted in order to have a complete application. Please submit one paper copy and one electronic copy of all materials.

- ☐ Correct application fee. Check may be payable to "City of Key West."
- ☐ Notarized verification form signed by property owner or the authorized representative.
- ☐ Notarized authorization form signed by property owner, if applicant is not the owner.
- ☐ Copy of recorded warranty deed
- ☐ Property record card
- ☐ Signed and sealed Specific Purpose Surveys with a legal description of the easement area requested
- ☐ Photographs showing the proposed easement area

A RESOLUTION ALLOWING A VARIANCE TO HP-2, COMMERCIAL HISTORIC PRESERVATION DISTRICT, UNDER CHAPTER 35 OF THE CODE OF ORDINANCES OF THE CITY OF KEY WEST, FLORIDA ALLOWING A VARIANCE TO ADD A 2992.5-SQUARE-FOOT SECOND-FLOOR ADDITION WITH 5-FOOT PROJECTING BALCONY OVER DUVAL STREET SIDEWALK, CREATING A 2-TO-1 FLOOR AREA RATIO (1-TO-1 ALLOWED), ZERO FRONT SETBACK (5 FEET REQUIRED), ZERO SIDE SETBACKS (2.5 FEET REQUIRED), AND ZERO REAR SETBACK (10 FEET REQUIRED), ON THE FOLLOWING DESCRIBED PROPERTY: PARCEL "A": PART OF LOT 1, IN SQUARE 8, ACCORDING TO WILLIAM A. WHITEHEAD'S MAP OF THE CITY OF KEY WEST, DELINEATED IN FEBRUARY 1829, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE INTERSECTION OF THE SOUTHERLY RIGHT-OF-WAY LINE OF DUVAL STREET WITH THE WESTERLY RIGHT-OF-WAY LINE OF GREENE STREET; THENCE IN A NORTHWESTERLY DIRECTION ALONG THE SAID SOUTHERLY RIGHT-OF-WAY LINE OF DUVAL STREET FOR 39.50 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG THE SAID SOUTHERLY RIGHT-OF-WAY LINE OF DUVAL STREET FOR 17.67 FEET; THENCE AT A RIGHT ANGLE AND IN A SOUTHWESTERLY DIRECTION FOR 88.50 FEET TO AN ALLEY; THENCE AT A RIGHT ANGLE AND IN A SOUTHEASTERLY DIRECTION ALONG THE NORTHERLY LINE OF THE SAID ALLEY FOR 17.67 FEET; THENCE AT A RIGHT ANGLE AND IN A NORTHEASTERLY DIRECTION FOR 88.50 FEET TO THE SAID SOUTHERLY RIGHT-OF-WAY LINE OF DUVAL STREET AND THE POINT OF BEGINNING; CONTAINING 1,564 SQUARE FEET, MORE OR LESS; PARCEL "B": PART OF LOT 1, IN SQUARE 8, ACCORDING TO WILLIAM A. WHITEHEAD'S MAP OF THE CITY OF KEY WEST, DELINEATED IN FEBRUARY 1829, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE INTERSECTION OF THE SOUTHERLY RIGHT-OF-WAY LINE OF DUVAL STREET WITH THE WESTERLY RIGHT-OF-WAY LINE OF GREENE STREET; THENCE IN A NORTHWESTERLY DIRECTION ALONG THE SAID SOUTHERLY RIGHT-OF-WAY LINE OF DUVAL STREET FOR 57.17 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG THE SAID SOUTHERLY RIGHT-OF-WAY LINE OF DUVAL STREET FOR 17.33 FEET; THENCE AT A RIGHT ANGLE AND IN A SOUTHWESTERLY DIRECTION FOR 88.50 FEET TO AN ALLEY; THENCE AT A RIGHT ANGLE AND IN A SOUTHEASTERLY DIRECTION ALONG THE NORTHERLY LINE OF THE SAID ALLEY FOR 17.33 FEET; THENCE AT A RIGHT ANGLE AND IN A NORTHEASTERLY DIRECTION FOR 88.50 FEET TO THE SAID SOUTHERLY RIGHT-OF-WAY LINE OF DUVAL STREET AND THE POINT OF BEGINNING; CONTAINING 1,534 SQUARE FEET, MORE OR LESS; ALSO KNOWN AS 130-132 DUVAL STREET, KEY WEST, MONROE COUNTY, FLORIDA.

WHEREAS, special conditions and circumstances exist which are peculiar to the land, structure or building involved and which are not applicable to other lands, buildings or structures in the subject district; and

WHEREAS, literal interpretation of the provisions of the Zoning Ordinance of the City of Key West would deprive the owner of the subject property of rights commonly enjoyed by other properties in the



same district under the terms of the Zoning Ordinance.

WHEREAS, the special exceptions and circumstances do not result from the actions of the applicant.

WHEREAS, the granting of the variance requested will not confer on the applicant any special privilege that is denied by the ordinance to other land, structures or buildings in the same district, now therefore,

BE IT RESOLVED by the City Commission of the City of Key West, Florida:

Section 1. That a variance to add a 2992.5-square-foot second-floor addition with 5-foot projecting balcony over Duval Street sidewalk, creating a 2-to-1 floor area ratio (1-to-1 allowed), zero front setback (5 feet required), zero side setbacks (2.5 feet required), and zero rear setback (10 feet required) under Chapter 35 of the Code of Ordinances of the City of Key West, Florida be on the following described property:

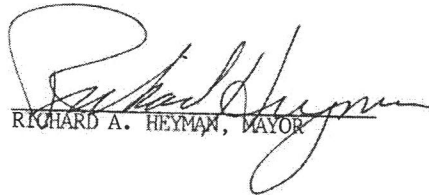
PARCEL "A": Part of Lot 1, Square 8, according to William A. Whitehead's Map of the City of Key West, delineated in February 1829, and being more particularly described as follows: COMMENCE at the intersection of the Southerly Right-of-Way line of Duval Street with the Westerly Right-of-Way line of Greene Street; thence in a Northwesterly direction along the said Southerly Right-of-Way line of Duval Street for 39.50 feet to the Point of Beginning; thence continue along the said Southerly Right-of-Way line of Duval Street for 17.67 feet; thence at a Right angle and in a Southwesterly direction for 88.50 feet to an alley; thence at a Right Angle and in a Southeasterly direction along the Northerly line of the said alley for 17.67 feet; thence at a Right Angle and in a Northeasterly direction for 88.50 feet to the said Southerly Right-of-Way line of Duval Street and the Point of Beginning; Containing 1,564 Square Feet, more or less;

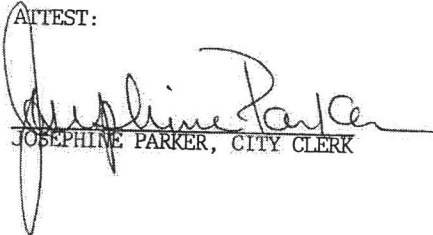
PARCEL "B": Part of Lot 1, in Square 8, according to William A. Whitehead's Map of the City of Key West, delineated in February 1829, and being more particularly described as follows: COMMENCE at the intersection of the Southerly Right-of-Way line of Duval Street with the Westerly Right-of-Way line of Greene Street; thence in a Northwesterly direction along the said Southerly Right-of-Way line of Duval Street for 57.17 feet to the Point of Beginning; thence continue along the said Southerly Right-of-Way line of Duval Street for 17.33 feet; thence at a Right Angle and in a Southwesterly direction for 88.50 feet to an alley; thence at a Right Angle and in a Southeasterly direction along the Northerly line of the said alley for 17.33 feet; thence at a Right Angle and in a Northeasterly direction for 88.50 feet to the said Southerly Right-of-Way line of Duval Street and the Point of Beginning; Containing 1,534 Square Feet, more or less; also known as 130-132 Duval Street, Key West, Monroe County, Florida.

Section 2. This Resolution shall go into effect immediately upon

its passage and adoption and authentication by the signatures of the  
presiding officer and the Clerk of the Commission.

Read and passed on first reading at a regular meeting held this  
6 day of July, 1988.

  
RICHARD A. HEYMAN, MAYOR

ATTEST:  
  
JOSEPHINE PARKER, CITY CLERK

RESOLUTION NO. 10-125

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF KEY WEST, FLORIDA, APPROVING THE ATTACHED 'SOVEREIGNTY SUBMERGED LAND LEASE RENEWAL AND MODIFICATION TO INCREASE TERM, INCREASE SQUARE FOOTAGE, AND REFLECT CURRENT STRUCTURES' BETWEEN THE CITY AND THE BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA FOR THE KEY WEST BIGHT AREA; PROVIDING FOR AN EFFECTIVE DATE.

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF KEY WEST, FLORIDA AS FOLLOWS:

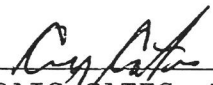
Section 1: That the attached Sovereignty Submerged Land Lease Renewal (No. 440027185) for the Key West Bight is hereby approved.

Section 2: That this Resolution shall go into effect immediately upon its passage and adoption and authentication by the signature of the Presiding Officer and the Clerk of the Commission.

Passed and adopted by the City Commission at a meeting held this 6th day of April, 2010.

Authenticated by the Presiding Officer and Clerk of the Commission on 7th day of April, 2010.

Filed with the Clerk on April 7, 2010

  
CRAIG CATES, MAYOR

ATTEST:

  
CHERYL SMITH, CITY CLERK

Doc# 1789889 05/18/2010 11:00AM  
Filed & Recorded in Official Records of  
MONROE COUNTY DANNY L. KOLHAGE

Doc# 1789889  
BK# 2466 Pgs 368

This Instrument Prepared By:  
M. Sue Jones  
Recurring Revenue Section  
Bureau of Public Land Administration  
3900 Commonwealth Boulevard  
Mail Station No. 125  
Tallahassee, Florida 32399

BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND  
OF THE STATE OF FLORIDA

SOVEREIGNTY SUBMERGED LANDS LEASE RENEWAL AND  
MODIFICATION TO INCREASE TERM, INCREASE SQUARE  
FOOTAGE, AND REFLECT CURRENT STRUCTURES

No. 440027185  
PA No. 44-0137939-005

THIS LEASE is hereby issued by the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida, hereinafter referred to as the Lessor.

WITNESSETH: That for and in consideration of payment of the annual lease fees hereinafter provided and the faithful and timely performance of and compliance with all terms and conditions stated herein, the Lessor does hereby lease to City of Key West, Florida, hereinafter referred to as the Lessee, the sovereignty lands described as follows:

A parcel of sovereignty submerged land in Section 31, Township 68 South, Range 25 East, in Key West Bight, Monroe County, containing 465,052 square feet, more or less, as is more particularly described and shown on Attachment A, dated October 6, 2006 and May 11, 2009.

TO HAVE THE USE OF the hereinabove described premises from April 29, 2008, the effective date of this modified lease renewal, through May 15, 2011, the expiration date of this modified lease renewal. The terms and conditions on and for which this lease is granted are as follows:

1. USE OF PROPERTY: The Lessee is hereby authorized to operate a 188-slip commercial docking facility and the dredging thereof, a non-water dependent dock master office, 2 historically registered buildings on stilts and concrete causeway, and non-water dependent portions of two upland restaurants (the Half Shell Raw Bar and Turtle Krawls), 2 non-water dependent covered areas, and a public boardwalk exclusively to be used for mooring of recreational vessels, commercial tour/charter vessels, commercial fishing vessels, commercial high-speed ferry vessels, commercial salvage vessels and rental vessels in conjunction with upland city owned commercial rental properties, including restaurants, dive centers, retail shops and associated parking lots, with fueling facilities, with a sewage pump out facility if it meets the regulatory requirements of the State of Florida Department of Environmental Protection or State of Florida Department of Health, whichever agency applies the more stringent criteria, and with liveaboards as defined in paragraph 29, as shown and conditioned in Attachment A, and the State of Florida Department of Environmental Protection, Consolidated Environmental Resource Permit Nos. 442678425, dated August 3, 1995, 442809145, dated September 17, 1996, modified November 12, 1996, 44-0137939-001, dated June 22, 1998, 63207-019-DWC, dated July 8, 1999, 44-0137939-005, dated June 12, 2008, Environmental Resource Deminimus Exemption No. 44-0137939-003, dated August 23, 1999, and Marine Turtle Permit No. TP#101, dated February 3, 1998, incorporated herein and made a part of this lease by reference. The construction of the proposed structures depicted in Attachment A of this modified lease shall be completed no later than June 12, 2013. The failure to complete construction of such authorized structures within this time period shall constitute a material breach of the lease pursuant to Paragraph 13, herein. All of the foregoing subject to the remaining conditions of this Lease.

2. LEASE FEES: The Lessee hereby agrees to pay to the Lessor an initial annual lease fee for the expanded area (113,611 square feet) of \$11,575.59, which includes 25 percent surcharge and plus sales tax pursuant to Section 212.031, Florida Statutes, if applicable, \$13,065.60 as the initial lease fee for the 1,361 square feet of non-water dependent structures at a negotiated rate of \$9.60 per square foot, to be adjusted annually based on the change in the consumer price index, 207 square feet of non-water dependent structures at ten times the base rate, 2,950 square feet with fees waived, and \$24,375.00 for severance of sovereignty submerged material, upon receipt of the invoice and prior to receipt of the fully executed modified lease renewal. The annual fee for the remaining years of this lease for the entire lease area (465,052 square feet) shall be adjusted pursuant to provisions of Rule 18-21.011, Florida Administrative Code. The State of Florida Department of Environmental Protection, Division of State Lands (the "Division") will notify the Lessee in writing of the amount and the due date of each subsequent annual lease payment during the remaining term of this lease. All lease fees due hereunder shall be remitted to the Division, as agent for the Lessor.

3. WET SLIP RENTAL CERTIFICATION/SUPPLEMENTAL PAYMENT: (A) The Lessee shall provide upon request by the Lessor any and all information in a certified form needed to calculate the lease fee specified in paragraph two (2) above, including the income, as defined in subsection 18-21.003(31), Florida Administrative Code, derived directly or indirectly from the use of sovereignty submerged lands on an annual basis. When six percent (6%) of said annual income exceeds the base fee or minimum annual fee established pursuant to Rule 18-21.011, Florida Administrative Code, for any lease year during the term of this lease, the Lessor shall send the Lessee a supplemental invoice for the difference in the amounts for that lease year. (B) The instrument or agreement used by the Lessee to transfer or assign the right to use a wet slip at the leased docking facility to a third party shall include a provision that clearly notifies the wet slip renter/user/holder that if the wet slip renter/user/holder subsequently transfers his right to use said wet slip to another party, the instrument or agreement used to transfer said wet slip shall contain a provision that requires six percent (6%) of the annual gross income derived from said instrument or agreement for the use of said wet slip be paid to the Lessee who, upon receipt, shall report and transmit said amount to the Lessor. The instrument or agreement used by the Lessee to transfer a wet slip shall also include a provision that clearly notifies the wet slip renter/user/holder that no interest in said wet slip may be further transferred unless a substantially similar provision to the one contained in the preceding sentence is placed in each succeeding instrument or agreement used to transfer said wet slip to each new wet slip renter/user/holder.

4. LATE FEE ASSESSMENTS: The Lessee shall pay a late payment assessment for lease fees or other charges due under this lease which are not paid within 30 days after the due date. This assessment shall be computed at the rate of twelve percent (12%) per annum, calculated on a daily basis for every day the payment is late.

5. EXAMINATION OF LESSEE'S RECORDS: For purposes of this lease, the Lessor is hereby specifically authorized and empowered to examine, for the term of this lease including any extensions thereto plus three (3) additional years, at all reasonable hours, the books, records, contracts, and other documents confirming and pertaining to the computation of annual lease payments as specified in paragraph two (2) above.

6. MAINTENANCE OF LESSEE'S RECORDS: The Lessee shall maintain separate accounting records for: (i) the gross revenue derived directly from the use of the leased premises, (ii) the gross revenue derived indirectly from the use of the leased premises, and (iii) all other gross revenue derived from the Lessee's operations on the riparian upland property. The Lessee shall secure, maintain and keep all records for the entire term of this lease plus three (3) additional years. This period shall be extended for an additional two (2) years upon request for examination of all records and accounts for lease verification purposes by the Lessor.

7. AGREEMENT TO EXTENT OF USE: This lease is given to the Lessee to use or occupy the leased premises only for those activities specified herein and as conditioned by the State of Florida Department of Environmental Protection, Environmental Resource Permit. The Lessee shall not (i) change or add to the approved use of the leased premises as defined herein (e.g., from commercial to multi-family residential, from temporary mooring to rental of wet slips, from rental of wet slips to contractual agreement with third party for docking of cruise ships, from rental of recreational pleasure craft to rental or temporary mooring of charter/tour boats, from loading/offloading commercial to rental of wet slips, etc.); (ii) change activities in any manner that may have an environmental impact that was not considered in the original authorization or regulatory permit; or (iii) change the type of use of the riparian uplands or as permitted by the Lessee's interest in the riparian upland property that is more particularly described in Attachment B without first obtaining a regulatory permit/modified permit, if applicable, the Lessor's written authorization in the form of a modified lease, the payment of additional fees, if applicable, and, if applicable, the removal of any structures which may no longer qualify for authorization under the modified lease.

8. PROPERTY RIGHTS: The Lessee shall make no claim of title or interest to said lands hereinbefore described by reason of the occupancy or use thereof, and all title and interest to said land hereinbefore described is vested in the Lessor. The Lessee is prohibited from including, or making any claim that purports to include, said lands described or the Lessee's leasehold interest in said lands into any form of private ownership, including but not limited to any form of condominium or cooperative ownership. The Lessee is further prohibited from making any claim, including any advertisement, that said land, or the use thereof, may be purchased, sold, or re-sold.

9. INTEREST IN RIPARIAN UPLAND PROPERTY: During the term of this lease, the Lessee shall maintain the interest in the riparian upland property that is more particularly described in Attachment B and by reference made a part hereof together with the riparian rights appurtenant thereto, and if such interest is terminated, the lease may be terminated at the option of the Lessor. Prior to sale and/or termination of the Lessee's interest in the riparian upland property, the Lessee shall inform any potential buyer or transferee of the Lessee's interest in the riparian upland property and the existence of this lease and all its terms and conditions and shall complete and execute and documents required by the Lessor to effect an assignment of this lease, if consented to by the Lessor. Failure to do so will not relieve the Lessee from responsibility for full compliance with the terms and conditions of this lease which include, but are not limited to, payment of all fees and/or penalty assessments incurred prior to such act.

10. ASSIGNMENT OF LEASE: This lease shall not be assigned or otherwise transferred without prior written consent of the Lessor or its duly authorized agent. Such assignment or other transfer shall be subject to the terms, conditions and provisions of this lease, current management standards and applicable laws, rules and regulations in effect at that time. Any assignment or other transfer without prior written consent of the Lessor shall be null and void and without legal effect.

11. INDEMNIFICATION/INVESTIGATION OF ALL CLAIMS: The Lessee shall investigate all claims of every nature at its expense. Each party is responsible for all personal injury and property damage attributable to the negligent acts or omissions of that party and the officers, employees and agents thereof. Nothing herein shall be construed as an indemnity or a waiver of sovereign immunity enjoyed by any party hereto, as provided in Section 768.28, Florida Statutes, as amended from time to time, or any other law providing limitations on claims.

12. VENUE: Lessee waives venue as to any litigation arising from matters relating to this lease and any such litigation between Lessor and Lessee shall be initiated and maintained only in Leon County, Florida.

13. NOTICES/COMPLIANCE/TERMINATION: The Lessee binds itself, its successors and assigns, to abide by the provisions and conditions herein set forth, and said provisions and conditions shall be deemed covenants of the Lessee, its successors and assigns. In the event the Lessee fails or refuses to comply with the provisions and conditions herein set forth, or in the event the Lessee violates any of the provisions and conditions herein set forth, and the Lessee fails or refuses to comply with any of said provisions or conditions within twenty (20) days of receipt of the Lessor's notice to correct, this lease may be terminated by the Lessor upon thirty (30) days written notice to the Lessee. If canceled, all of the above-described parcel of land shall revert to the Lessor. All costs and attorneys' fees incurred by the Lessor to enforce the provisions of this lease shall be paid by the Lessee. All notices required to be given to the Lessee by this lease or applicable law or administrative rules shall be sufficient if sent by U.S. Mail to the following address:

City of Key West, Florida  
201 William Street  
Key West, Florida 33040

The Lessee shall notify the Lessor by certified mail of any change to this address at least ten (10) days before the change is effective.

14. TAXES AND ASSESSMENTS: The Lessee shall assume all responsibility for liabilities that accrue to the subject property or to the improvements thereon, including any and all drainage or special assessments or taxes of every kind and description which are now or may be hereafter lawfully assessed and levied against the subject property during the effective period of this lease.

15. NUISANCES OR ILLEGAL OPERATIONS: The Lessee shall not permit the leased premises or any part thereof to be used or occupied for any purpose or business other than herein specified unless such proposed use and occupancy are consented to by the Lessor and the lease is modified accordingly, nor shall Lessee knowingly permit or suffer any nuisances or illegal operations of any kind on the leased premises.

16. MAINTENANCE OF FACILITY /RIGHT TO INSPECT: The Lessee shall maintain the leased premises in good condition, keeping the structures and equipment located thereon in a good state of repair in the interests of public health, safety and welfare. No dock or pier shall be constructed in any manner that would cause harm to wildlife. The leased premises shall be subject to inspection by the Lessor or its designated agent at any reasonable time.

17. NON-DISCRIMINATION: The Lessee shall not discriminate against any individual because of that individual's race, color, religion, sex, national origin, age, handicap, or marital status with respect to any activity occurring within the area subject to this lease or upon lands adjacent to and used as an adjunct of the leased area. During the lease term, the Lessee shall post and maintain the placard furnished to the Lessee by the Lessor in a prominent and visible location on the leased premises or adjacent business office of the Lessee. It shall be the responsibility of the Lessee to post the placard in a manner which will provide protection from the elements, and, in the event that said placard becomes illegible at any time during the term of this lease (including any extensions thereof), to notify the Lessor in writing, so that a replacement may be provided.

18. ENFORCEMENT OF PROVISIONS: No failure, or successive failures, on the part of the Lessor to enforce any provision, nor any waiver or successive waivers on its part of any provision herein, shall operate as a discharge thereof or render the same inoperative or impair the right of the Lessor to enforce the same upon any renewal thereof or in the event of subsequent breach or breaches.

19. PERMISSION GRANTED: Upon expiration or cancellation of this lease all permission granted hereunder shall cease and terminate.

20. RENEWAL PROVISIONS: Renewal of this lease shall be at the sole option of the Lessor. Such renewal shall be subject to the terms, conditions and provisions of management standards and applicable laws, rules and regulations in effect at that time. In the event that Lessee is in full compliance with the terms of this lease, the Lessee may apply in writing for a renewal. Such application for renewal must be received by Lessor no sooner than 120 days and no later than 30 days prior to the expiration date of the original or current term hereof. The term of any renewal granted by the Lessor shall commence on the last day of the previous lease term. If the Lessee fails to timely apply for a renewal, or in the event the Lessor does not grant a renewal, the Lessee shall vacate the leased premises and remove all structures and equipment occupying and erected thereon at its expense. The obligation to remove all structures authorized herein upon termination of this lease shall constitute an affirmative covenant upon the Lessee's interest in the riparian upland property more particularly described in Attachment B, which shall run with the title to the Lessee's interest in said riparian upland property and shall be binding upon Lessee and Lessee's successors in title or successors in interest.

21. REMOVAL OF STRUCTURES/ADMINISTRATIVE FINES: If the Lessee does not remove said structures and equipment occupying and erected upon the leased premises after expiration or cancellation of this lease, such structures and equipment will be deemed forfeited to the Lessor, and the Lessor may authorize removal and may sell such forfeited structures and equipment after ten (10) days written notice by certified mail addressed to the Lessee at the address specified in Paragraph 13 or at such address on record as provided to the Lessor by the Lessee. However, such remedy shall be in addition to all other remedies available to the Lessor under applicable laws, rules and regulations including the right to compel removal of all structures and the right to impose administrative fines.

22. REMOVAL COSTS/LIEN ON RIPARIAN UPLAND PROPERTY: Subject to the noticing provisions of Paragraph 21 of this lease, any costs incurred by the Lessor in removal of any structures and equipment constructed or maintained on state lands shall be paid by Lessee and any unpaid costs and expenses shall constitute a lien upon the Lessee's interest in the riparian upland property that is more particularly described in Attachment B. This lien on the Lessee's interest in the riparian upland property shall be enforceable in summary proceedings as provided by law.

23. RECORDATION OF LEASE: The Lessee, at its own expense, shall record this fully executed lease in its entirety in the public records of the county within which the lease site is located within fourteen (14) days after receipt, and shall provide to the Lessor within ten (10) days following the recordation a copy of the recorded lease in its entirety which contains the O.R. Book and pages at which the lease is recorded.

24. RIPARIAN RIGHTS/FINAL ADJUDICATION: In the event that any part of any structure authorized hereunder is determined by a final adjudication issued by a court of competent jurisdiction to encroach on or interfere with adjacent riparian rights, Lessee agrees to either obtain written consent for the offending structure from the affected riparian owner or to remove the interference or encroachment within 60 days from the date of the adjudication. Failure to comply with this paragraph shall constitute a material breach of this lease agreement and shall be grounds for immediate termination of this lease agreement at the option of the Lessor.

25. AMENDMENTS/MODIFICATIONS: This lease is the entire and only agreement between the parties. Its provisions are not severable. Any amendment or modification to this lease must be in writing, must be accepted, acknowledged and executed by the Lessee and Lessor, and must comply with the rules and statutes in existence at the time of the execution of the modification or amendment. Notwithstanding the provisions of this paragraph, if mooring is authorized by this lease, the Lessee may install boatlifts within the leased premises without formal modification of the lease provided that (a) the Lessee obtains any state or local regulatory permit that may be required; and (b) the location or size of the lift does not increase the mooring capacity of the docking facility.

26. ADVERTISEMENT/SIGNS/NON-WATER DEPENDENT ACTIVITIES/ADDITIONAL ACTIVITIES/MINOR STRUCTURAL REPAIRS: No permanent or temporary signs directed to the boating public advertising the sale of alcoholic beverages shall be erected or placed within the leased premises. No restaurant or dining activities except as authorized in this lease and conditioned by Special Lease Condition No. 31(J) are to occur within the leased premises. The Lessee shall ensure that no permanent, temporary or floating structures, fences, docks, pilings or any structures whose use is not water-dependent shall be erected or conducted over sovereignty submerged lands without prior written consent from the Lessor. No additional structures and/or activities including dredging, relocation/realignment or major repairs or renovations to authorized structures, shall be erected or conducted on or over sovereignty, submerged lands without prior written consent from the Lessor. Unless specifically authorized in writing by the Lessor, such activities or structures shall be considered unauthorized and a violation of Chapter 253, Florida Statutes, and shall subject the Lessee to administrative fines under Chapter 18-14, Florida Administrative Code. This condition does not apply to minor structural repairs required to maintain the authorized structures in a good state of repair in the interests of public health, safety or welfare; provided, however, that such activities shall not exceed the activities authorized by this lease.

27. ACOE AUTHORIZATION: Prior to commencement of construction and/or activities authorized herein, the Lessee shall obtain the U.S. Army Corps of Engineers (ACOE) permit if it is required by the ACOE. Any modifications to the construction and/or activities authorized herein that may be required by the ACOE shall require consideration by and the prior written approval of the Lessor prior to the commencement of construction and/or any activities on sovereign, submerged lands.

28. COMPLIANCE WITH FLORIDA LAWS: On or in conjunction with the use of the leased premises, the Lessee shall at all times comply with all Florida Statutes and all administrative rules promulgated there under. Any unlawful activity which occurs on the leased premises or in conjunction with the use of the leased premises shall be grounds for the termination of this lease by the Lessor.

29. LIVEABOARDS: The term "liveaboard" is defined as a vessel docked at the facility and inhabited by a person or persons for any five (5) consecutive days or a total of ten (10) days within a thirty (30) day period. If liveaboards are authorized by paragraph one (1) of this lease, in no event shall such "liveaboard" status exceed six (6) months within any twelve (12) month period, nor shall any such vessel constitute a legal or primary residence.

30. GAMBLING VESSELS: During the term of this lease and any renewals, extensions, modifications or assignments thereof, Lessee shall prohibit the operation of or entry onto the leased premises of gambling cruise ships, or vessels that are used principally for the purpose of gambling, when these vessels are engaged in "cruises to nowhere," where the ships leave and return to the state of Florida without an intervening stop within another state or foreign country or waters within the jurisdiction of another state or foreign country, and any watercraft used to carry passengers to and from such gambling cruise ships.

31. SPECIAL LEASE CONDITIONS:

A. A minimum of ninety percent (90%) of the wet slips at the docking facility shall be made available for rent to the general public on a "first come, first served" basis, as defined in subsection 18-21.003(27), Florida Administrative Code, with no longer than one-year rental terms and with no automatic renewal rights or conditions. To help ensure compliance with and to assist in providing public awareness of this requirement, the Lessee shall erect permanent signs at the waterward entrance to the docking facility and at the upland entrance to the docking facility which are clearly visible to passing boaters and the general public. The signs shall contain language clearly indicating that a minimum of ninety percent (90%) of the wet slips at the docking facility are available for rent to the general public. Any dockage rate sheet publications and dockage advertising for the docking facility shall clearly state that a minimum of ninety percent (90%) of the wet slips at the docking facility are open to the general public on a "first come, first served" basis.



B. During the term of this lease and all subsequent renewal periods, the Lessee shall maintain the manatee informational display and manatee awareness signs as required by the State of Florida Department of Environmental Protection Environmental Resource Permit No. 44-0137939-005, dated June 12, 2008.

C. The Lessee shall provide and make available to all vessels utilizing the docking facility operational and well maintained sewage pump out facilities acceptable to the State of Florida Department of Environmental Protection or State of Florida Department of Health, whichever agency applies the more stringent criteria.

D. The Lessee shall ensure that no mooring of vessels occurs outside the leased premises. All parts of all vessels moored at the facility in the water or on boatlifts on a temporary or permanent basis shall at all times be located wholly within the leased premises. All parts of all vessels include any extensions of the vessels such as bow pulpits, dive platforms, nets, trawl doors, outboard motors, outdrives and dinghies.

E. Vessels that either do not possess a current vessel registration and title as required by Chapters 327 and 328, Florida Statutes, or do not have a current vessel registration and title as required in another state or country are prohibited within the leased premises.

F. The Lessee shall immediately implement all aspects of the State of Florida Department of Environmental Protection approved Marina Operations and Management Plan ("Plan"), originally dated February 22, 2006, as may be amended from time to time. The Lessor and the Lessee shall review the Plan no less than once annually to determine if any changes in the marina operations require modification of the Plan. Any changes to the Plan (whether required by the Lessor or requested by the Lessee) require the prior written approval of the State of Florida Department of Environmental Protection, South District Branch Office, 2796 Overseas Highway, Suite 221, Marathon, Florida 33050.

G. The Lessee shall ensure that vessels mooring along the extended Pier H-1 shown on Attachment A shall be limited to those with beams of less than 15 feet to ensure a 25-foot setback from the Lessee's riparian line.

H. The Lessee shall ensure that all boat slip users (users/lessees/renters) at the docking facility enter into a signed agreement, approved by the State of Florida Department of Environmental Protection, between the Lessee and the boat slip users, stating that they agree to comply with all local, state and federal manatee protection speed zones.

I. By April 29, 2011, the Lessee shall ensure that the house boat (dockmasters office) depicted on Attachment A is removed from the leased premises.

J. The Lessee shall not change the use of, expand or modify the non-water dependent structures depicted and described on Attachment A without the Lessor's prior written authorization.

K. By April 29, 2011, the Lessee shall provide acceptable documentation to the Lessor that indicates the dates of construction of the non-water dependent structures depicted and described on Attachment A. The Lessor shall use this information to determine whether these structures shall remain subject to a lease fee pursuant to subparagraph 18-21.011(1)(b)6., Florida Administrative Code.

L. At those portions of the docking facility where vessels 100 feet or more in length may moor, the Lessee shall install bumpers or fenders which provide at least three feet of standoff from the bulkhead or wharf under maximum operational compression.

M. The Lessee shall install and maintain, during the term of this lease and any subsequent renewal periods, reflective markers and lighted aids to navigation at the waterward end of each main pier near the federally maintained navigation channel shown on the survey of the docking facility and shall operate said lights at night or in conditions of reduced visibility.

N. The Lessee shall prohibit any mooring, on either a temporary or permanent basis, to the waterward face of the portions of the Harborwalk as shown on sheets 3 and 4 of State of Florida Department of Environmental Permit/Certification No. 442678425, dated August 3, 1995. To ensure compliance, the Lessee agrees to place and maintain: (1) a 3-foot high railing along the prescribed areas; and (2) signs advising boaters that mooring either on a temporary or permanent basis is prohibited.

O. There shall be a portable pump out facility on site at all times.

P. The Lessee shall ensure that the marina operator directs all vessels entering the docking facility, for the purpose of mooring, to the sewage pump out facility where the Lessee shall ensure that: (1) all holding tanks shall be pumped; (2) all vessels without holding tanks shall have the head discharge sea cock closed and sealed. It is the responsibility of the Lessee to ensure thereafter that holding tanks of liveaboards are pumped at required intervals, and that vessels without holding tanks shall have their sea cocks sealed. At no time shall any vessel within the docking facility discharge sewage, or galley waste into waters of the state.

Q. The Lessee and marina operations staff shall inform all slip occupants in writing of the availability and requirements to use the sewage pump out facilities provided at the docking facility.

R. Unless authorized in writing by the Lessor, the Lessee shall not rebuild or restore the non-water dependent structures included in this lease if 50 percent or more of the area encompassed by a structure is destroyed or if use of a structure has been discontinued and 50 percent or more of the area encompassed by a structure must be replaced in order to restore the structure to a safely useable condition. Future reconstruction of the cannery is acceptable as long as the use of the structure remains as a non profit public museum. In addition, the use of the non-water dependent structures included in this lease shall not be converted to a new use except as authorized in writing by the Lessor.

S. Lessee shall comply with the requirements of Chapter 376, Florida Statutes., relating to terminal facilities, at all times during the term of this lease and any subsequent renewals. A violation by the Lessee of any of the provisions of Chapter 376, Florida Statutes., and amendments thereto, shall constitute a breach of this lease.

T. To comply with the provisions of subparagraph 18-21.0041(1)(b)5., Florida Administrative Code, the Lessee shall implement a water quality monitoring plan included herein as Attachment C. The initial sampling event shall be within 90 days of the Lessee's receipt of a fully executed lease. Subsequent annual analysis shall be submitted on each anniversary date of the initial sampling event. All analysis reports shall be submitted to the State of Florida Department of Environmental Protection, South District, 2295 Victoria Avenue, Suite 364, Fort Myers, Florida 33901, within 30 days of the Lessee's receipt of the data from the laboratory providing the data. After two annual monitoring events, the Lessee may request termination or modification of this monitoring requirement. The existing water quality may not currently meet Class III Standards. The Lessee will not be held responsible for correction of water quality problems for pollutants caused by third parties not under the control of the Lessee.

WITNESSES:

Terry Johnson  
Original Signature

Terry Johnson  
Print/Type Name of Witness

Teresa T. Johnson  
Original Signature

Teresa T. Johnson  
Print/Type Name of Witness

BOARD OF TRUSTEES OF THE INTERNAL  
IMPROVEMENT TRUST FUND OF THE STATE  
OF FLORIDA

(SEAL)

BY: Mike Long  
Mike Long, Assistant Director, Division of State Lands,  
State of Florida Department of Environmental Protection, as agent for  
and on behalf of the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida

Doc# 1789889  
Bk# 2466 Pg# 376

"LESSOR"

STATE OF FLORIDA  
COUNTY OF LEON

The foregoing instrument was acknowledged before me this 6<sup>th</sup> day of May, 2010, by  
Mike Long, Assistant Director, Division of State Lands, State of Florida Department of Environmental Protection, as agent for  
and on behalf of the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida. He is personally known to  
me.

APPROVED AS TO FORM AND LEGALITY:

Sheryl P. Jones  
Notary Attorney

Sheryl P. Jones  
Notary Public, State of Florida

Sheryl P. Jones  
Printed, Typed or Stamped Name

My Commission Expires:

5-3-2011

Commission/Serial No. DD 655942



WITNESSES:

City of Key West, Florida (SEAL)

Mark E. Fanning  
Original Signature

Mark E. Fanning  
Typed/Printed Name of Witness

Mark E. Fanning  
Original Signature

Mark E. Fanning  
Typed/Printed Name of Witness

BY: Jim Scholl  
Original Signature of Executing Authority

Jim Scholl  
Typed/Printed Name of Executing Authority

City Manager  
Title of Executing Authority

"LESSEE"

STATE OF Florida

COUNTY OF Monroe

The foregoing instrument was acknowledged before me this 8 day of APRIL, 2010, by  
Jim Scholl as City Manager and on behalf of City of Key West, Florida. He is personally known to me or who has produced  
his identification.

My Commission Expires 642616

Commission/Serial No. DD 642616

Maria G. Ratcliff  
Signature of Notary Public

Notary Public, State of Florida

Maria G. Ratcliff  
Printed, Typed or Stamped Name

## **Verification Form**

City of Key West  
Planning Department



Verification Form

(Where Authorized Representative is an individual)

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

130 Duval Street

*Street address of subject property*

All of the answers to the above questions, drawings, plans and any other attached data which make up the application, are true and correct to the best of my knowledge and belief. In the event the City or the Planning Department relies on any representation herein which proves to be untrue or incorrect, any action or approval based on said representation shall be subject to revocation.

A handwritten signature in blue ink, appearing to read "Juan Zapata".

*Signature of Authorized Representative*

Subscribed and sworn to (or affirmed) before me on this November 8, 2018 by

JUAN P. ZAPATA.

*date*

*Name of Authorized Representative*

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

A handwritten signature in black ink, appearing to read "Corinthia Seiler".

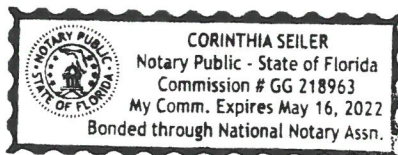
*Notary's Signature and Seal*

Corinthia Seiler

*Name of Acknowledger typed, printed or stamped*

GC 218963

*Commission Number, if any*



# **Authorization Form**

**City of Key West  
Planning Department**



**Authorization Form**  
(Where Owner is a Business Entity)

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

I, Judith Greenberg as  
*Please Print Name of person with authority to execute documents on behalf of entity*

President of 130 Duval Street Inc.  
*Name of office (President, Managing Member)* *Name of owner from deed*

authorize JUAN ZAPATA  
*Please Print Name of Representative*

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

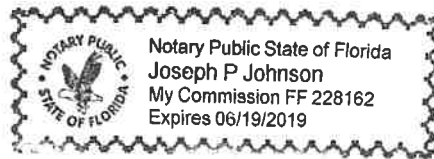
[Signature]  
*Signature of person with authority to execute documents on behalf on entity owner*

Subscribed and sworn to (or affirmed) before me on this November 6<sup>th</sup> 2018  
*Date*

by Judith Greenberg  
*Name of person with authority to execute documents on behalf on entity owner*

~~He~~ She is personally known to me or has presented \_\_\_\_\_ as identification.

[Signature]  
*Notary's Signature and Seal*



\_\_\_\_\_  
*Name of Acknowledger typed, printed or stamped*

\_\_\_\_\_  
*Commission Number, if any*

## **Warranty Deed**



SPECIFIC POWER OF ATTORNEY  
(130 Duval Street, Key West, FL 33304 (the "Property"))

KNOW ALL MEN BY THESE PRESENTS THAT, I:

**JUDITH GREENBERG AS PRESIDENT OF 130 DUVAL STREET, INC., a Florida corporation**

has made, constituted and appointed, and by these presents does make, constitute and appoint:

**CURTIS SKOMP**

as my true and lawful attorney for me and in my name, place and stead, giving and granting unto the said CURTIS SKOMP, my said attorney, full power and authority to do and perform all and every act and thing whatsoever requisite and necessary to be done in and about the premises as fully, to all intents and purposes and as I might or could do if personally present, with full power of substitution and revocation, hereby ratifying and confirming all that said attorney or substitutes shall lawfully do or cause to be done by virtue hereof with respect to: the filing, making, executing, accepting, delivering of any documents with respect to:

the following matters concerning the Property with the City of Key West and/or county of Monroe: including, without limitation, applying for permits, closing permits, scheduling inspections and communications.

I, the undersigned, hereby grant to CURTIS SKOMP, my said attorney, full power and authority to carry out any and all acts as set forth above at the Property.

IN WITNESS WHEREOF, I have executed this Specific Power of Attorney on the 14 day of September, 2018.

Signed, Sealed and Delivered in the presence of:

Witnesses:

print name: Frank P. Johnson

print name: Dana Munn

130 Duval Street, Inc., a, Florida corporation

Judith Greenberg  
President

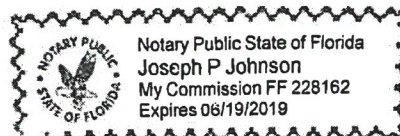
(SEAL)

Broward  
COUNTY OF ~~MIAMI-DADE~~ }  
STATE OF FLORIDA }

This instrument was hereby acknowledged before me this 14 day of September, 2018, by Judith Greenberg as President of 130 Duval Street, Inc, who is personally known to me or who produced \_\_\_\_\_ as identification.

NOTARY PUBLIC

My Commission Expires:



PREPARED BY AND RETURN TO:

BRENT G. WOLMER, ESQUIRE  
Lewis Vegosen Rosenbach  
Silber & Dunkel, P.A.  
P.O. Box 4388  
West Palm Beach, Florida 33401  
File No. 5184-0026

MONROE COUNTY  
OFFICIAL RECORDS

FILE #1064909  
BK#1516 PG#2042

RCD May 26 1998 10:25AM  
DANNY L KOLHAGE, CLERK

Property Appraisers Parcel I.D. No:

00000550000000010101

Grantee(s) Social Security Number(s):

DEED DOC STAMPS 14000.00  
05/26/1998 PP LEP CLK

THIS SPECIAL WARRANTY DEED made and executed the 14 day of May, 1998, by Shaul Levy and Meir Levy, of 18 East 42nd Street, New York, New York, 10017, hereinafter called the Grantor, to 130 Duval Street, Inc., a Florida corporation, whose post office address is 1925 Harrison Street, Hollywood, Florida, 33020, hereinafter called the Grantee:

(Wherever used herein the terms "Grantor" and "Grantee" shall include singular and plural, all the parties to this instrument, the heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, wherever the context so admits or requires.)

WITNESSETH, that the Grantor, for and in consideration of the sum of \$10.00 and other valuable considerations, receipt whereof is hereby acknowledged, by these presents does grant, bargain, sell, alien, remise, release, convey and confirm unto the Grantee, all that certain land situate in Monroe County, State of Florida, viz:

Part of Lot One (1) in Square Eight (8) according to William A. Whitehead's Map of the City of Key West delineated in February 1829, and commences at a point on Duval Street, distant Thirty-nine (39) feet, Six (6) inches from the corner of Duval and Greene Streets, and running thence along Duval Street in a Northwesterly direction Thirty-five (35) feet; thence runs Southwesterly Eighty-eight (88) feet, Six (6) inches to an alley; thence along said alley Southeasterly Thirty-Five (35) feet; thence runs Northeasterly Eighty-Eight (88) feet, Six (6) inches to the Place of Beginning on Duval Street. Also known commonly as 130-132 Duval Street, Key West, Florida.

\*\*THIS PROPERTY IS COMMERCIAL PROPERTY AND NOT THE HOMESTEAD PROPERTY OF THE GRANTORS. MEIR LEVY RESIDES AT 118 E. 61ST STREET, NEW YORK, NEW YORK, 10021 and SHAUL LEVY RESIDES AT 355 E. 72ND STREET, NEW YORK, NEW YORK, 10021.\*\*

SUBJECT TO applicable zoning laws, regulations and ordinances.  
SUBJECT TO all restrictions, reservations, easements, agreements, matters, declarations, covenants and conditions of record affecting the Property.  
SUBJECT TO taxes and assessments for the year 1998 and subsequent years which are not yet due and payable.

TOGETHER, with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD, the same in fee simple forever.

AND the Grantor hereby covenants with said Grantee that the Grantor is lawfully seized of said land in fee simple; that it has good, right and lawful authority to sell and convey said land; that it hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons claiming by, through or under the said Grantor.

IN WITNESS WHEREOF, the Grantor has caused these presents to be executed in its name, and its corporate seal to be hereunto affixed, by its proper officers thereunto duly authorized, the day and year first above written.

Signed, sealed and delivered  
in the presence of:

[Signature]  
Witness signature

Alex Lozowsky  
Printed name

[Signature]  
Witness signature

Kredy Leora  
Printed name

[Signature]  
Shaul Levy

*Alex Rozlawski*  
Witness signature  
ALEX ROZLAWSKI  
Printed name  
*Leora*  
Witness signature  
Leora  
Printed name

*Meir Levy*  
Meir Levy

STATE OF NEW YORK  
COUNTY OF NEW YORK

The foregoing instrument was acknowledged before me this 14<sup>th</sup> day of May, 1998 by Shaul Levy, who is personally known to me (or has produced a driver's license as identification) and did/did not taken an oath.

ANDREW D. LICHY  
Notary Public, State of New York  
No. 4099507  
Qualified in Nassau County  
Commission Expires May 26, 1999

*Andrew D. Lichy*  
Notary Public  
Commission Expires: MAY 26, 1999

STATE OF NEW YORK  
COUNTY OF NEW YORK

The foregoing instrument was acknowledged before me this 14<sup>th</sup> day of May, 1998 by Meir Levy, who is personally known to me (or has produced a driver's license as identification) and did/did not taken an oath.

ANDREW D. LICHY  
Notary Public, State of New York  
No. 4398507  
Qualified in Nassau County  
Commission Expires May 26, 1999

*Andrew D. Lichy*  
Notary Public  
Commission Expires: MAY 26, 1999

MONROE COUNTY  
OFFICIAL RECORDS

FILE #1064909  
BK#1516 PG#2043

# Ownership and Encumbrance Report

**First American Issuing Office:**

**First American Title Insurance Company**  
2233 Lee Road  
Winter Park, FL 32789

**Customer Reference Number: 0894058/180694 / 130 Duval Street Inc**  
**First American File Number: 2037-4107427**

**Property Address: 130 Duval Street, Key West, FL**

**Prepared For:**

**Lowndes, Drosdick, Doster, Kantor &, Reed, P.A.**  
215 N Eola Dr, Po Box 2809  
Orlando, FL 32801

## **Legal Description:**

Part of Lot One (1) in Square Eight (8) according to William A. Whitehead's Map of the City of Key West delineated in February 1829 and commences at a point on Duval Street, distant Thirty-nine (39) feet, Six (6) inches from the corner of Duval and Greene Streets, and running thence along Duval Street in a Northwesterly direction Thirty-five (35) feet; thence run Southwesterly Eighty-eight (88) feet, Six (6) inches to an alley; thence along said alley Southeasterly Thirty-Five (35) feet; thence runs Northeasterly Eighty-Eight (88) feet, Six (6) inches to the Place of Beginning on Duval Street.

## **1. Grantee(s) In Last Deed of Record:**

**130 Duval Street, Inc.,** a Florida corporation by virtue of Book 1516, Page 2042 of the Public Records of Monroe, Florida.

## **2. Encumbrances/Matters Affecting Title:**

( ) Exhibit Attached (x) Exhibit Not Attached.

1. City of Key West Area of Critical State Concern, Rule 27F-15 of the Florida Administrative Code, adopted by the Administration Commission pursuant to Section 380.05 F.S., on February 7, 1984, effective February 28, 1984 and recorded March 16, 1984 in Book 906, Page 200 of the Public Records of Monroe County, Florida.
2. Subject to restrictions imposed on property lying within the Historical Preservation Area of the City of Key West. Subject premises are believed to be within this area.
3. The effect of municipal zoning ordinances and the results of the exercises of governmental police powers of the City of Key West.
4. Subject to City Ordinance No. 81-43 and Amendment 82-5 thereof, which provides for assessment and collection of waste in the City of Key West.
5. Resolution No. 10-125 recorded May 18, 2010 in Book 2466, Page 368 of the Public Records of Monroe, County.

6. Mortgage by and between 130 Duval Street, Inc., a Florida corporation (grantor) and Regions Bank (lender) in the original principal amount of \$2,450,000.00 recorded March 10, 2017 in Book 2843, Page 230 of the Public Records of Monroe County, Florida .

Copies of the Encumbrances/Matters Affecting Title (x) are ( ) are not included with this Report.

**NOTE:** The following is for informational purposes only and is given without assurance or guarantee:

Real Estate Taxes for Tax Parcel Number 00000550-000000 for tax year 2017

Gross Tax: \$ 20,681.34 ( x ) Paid ( ) Not Paid.

Unpaid Taxes for Prior Years:

Map Code:

Assessment: \$

**Customer Reference Number: 0894058/180694/130 Duval Street Inc**  
**First American File Number: 2037-4107427**

## **Certificate**

"This Report" is a search limited to the Official Records Books as defined in Sections 28.001(1) and 28.222, Florida Statutes, from May 3, 1977 to August 14, 2018 at 8:00 a.m. The foregoing Report accurately reflects matters recorded and indexed in the Official Records Books of Monroe County, Florida, affecting title to the property described therein. This report is not an opinion of title, title insurance policy, warranty of title, or any other assurance as to the status of title and shall not be used for the purpose of issuing title insurance. Pursuant to s. 627.7843, Florida Statutes, the maximum liability of the issuer of this property information report for errors or omissions in this property information report is limited to the amount paid for this property information report, and is further limited to the person(s) expressly identified in the property information report as the recipients of the property information report.

First American Title Insurance Company

A handwritten signature in black ink, appearing to read "Michael Abbey", is positioned above the printed name.

Michael Abbey, as SVP, Division Region Manager

Dated:08/28/2018

PREPARED BY AND RETURN TO:

BRENT G. WOLMER, ESQUIRE  
Lewis Vegosen Rosenbach  
Silber & Dunkel, P.A.  
P.O. Box 4388  
West Palm Beach, Florida 33401  
File No. 5184-0026

MONROE COUNTY  
OFFICIAL RECORDS

FILE #1064909  
BK#1516 PG#2042

RCD May 26 1998 10:25AM  
DANNY L KOLHAGE, CLERK

Property Appraisers Parcel I.D. No:  
0000055000000010101  
Grantee(s) Social Security Number(s):

DEED DOC STAMPS 14000.00  
05/26/1998 PD CEP CLK

THIS SPECIAL WARRANTY DEED made and executed the 14 day of May, 1998, by Shaul Levy and Meir Levy, of 18 East 42nd Street, New York, New York, 10017, hereinafter called the Grantor, to 130 Duval Street, Inc., a Florida corporation, whose post office address is 1925 Harrison Street, Hollywood, Florida, 33020, hereinafter called the Grantee:

(Wherever used herein the terms "Grantor" and "Grantee" shall include singular and plural, all the parties to this instrument, the heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, wherever the context so admits or requires.)

WITNESSETH, that the Grantor, for and in consideration of the sum of \$10.00 and other valuable considerations, receipt whereof is hereby acknowledged, by these presents does grant, bargain, sell, alien, remise, release, convey and confirm unto the Grantee, all that certain land situate in Monroe County, State of Florida, viz:

Part of Lot One (1) in Square Eight (8) according to William A. Whitehead's Map of the City of Key West delineated in February 1829, and commences at a point on Duval Street, distant Thirty-nine (39) feet, Six (6) inches from the corner of Duval and Greene Streets, and running thence along Duval Street in a Northwesterly direction Thirty-five (35) feet; thence runs Southwesterly Eighty-eight (88) feet, Six (6) inches to an alley; thence along said alley Southeasterly Thirty-Five (35) feet; thence runs Northeasterly Eighty-Eight (88) feet, Six (6) inches to the Place of Beginning on Duval Street. Also known commonly as 130-132 Duval Street, Key West, Florida.

\*\*THIS PROPERTY IS COMMERCIAL PROPERTY AND NOT THE HOMESTEAD PROPERTY OF THE GRANTORS. MEIR LEVY RESIDES AT 118 E. 61ST STREET, NEW YORK, NEW YORK, 10021 and SHAUL LEVY RESIDES AT 355 E. 72ND STREET, NEW YORK, NEW YORK, 10021.\*\*

SUBJECT TO applicable zoning laws, regulations and ordinances.  
SUBJECT TO all restrictions, reservations, easements, agreements, matters, declarations, covenants and conditions of record affecting the Property.  
SUBJECT TO taxes and assessments for the year 1998 and subsequent years which are not yet due and payable.

TOGETHER, with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD, the same in fee simple forever.

AND the Grantor hereby covenants with said Grantee that the Grantor is lawfully seized of said land in fee simple; that it has good, right and lawful authority to sell and convey said land; that it hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons claiming by, through or under the said Grantor.

IN WITNESS WHEREOF, the Grantor has caused these presents to be executed in its name, and its corporate seal to be hereunto affixed, by its proper officers thereunto duly authorized, the day and year first above written.

Signed, sealed and delivered  
in the presence of:

Witness signature  
Printed name  
Alex Kozlowsky

Witness signature  
Printed name  
Kredy Kozlowsky

Shaul Levy

*Alex Kozlowski*  
Witness signature  
ALEX KOZLOWSKY  
Printed name  
*Meir Levy*  
Witness signature  
Kredy leora  
Printed name

*Meir Levy*  
Meir Levy

STATE OF NEW YORK  
COUNTY OF NEW YORK

The foregoing instrument was acknowledged before me this 14<sup>th</sup> day of May, 1998 by Shaul Levy, who is personally known to me (or has produced a driver's license as identification) and did/did not taken an oath.

ANDREW D. LICHY  
Notary Public, State of New York  
No. 4593507  
Qualified in Nassau County  
Commission Expires May 26, 1999

*Andrew D. Lichy*  
Notary Public  
Commission Expires: MAY 26, 1999

STATE OF NEW YORK  
COUNTY OF NEW YORK

The foregoing instrument was acknowledged before me this 14<sup>th</sup> day of May, 1998 by Meir Levy, who is personally known to me (or has produced a driver's license as identification) and did/did not taken an oath.

ANDREW D. LICHY  
Notary Public, State of New York  
No. 4593507  
Qualified in Nassau County  
Commission Expires May 26, 1999

*Andrew D. Lichy*  
Notary Public  
Commission Expires: MAY 26, 1999

MONROE COUNTY  
OFFICIAL RECORDS

FILE #1064909  
BK#1516 PG#2043



BEST COPY

342039

REC 906 PAGE 200

37.00  
C

State of Florida

County of Leon

CERTIFICATION/AFFIDAVIT

I hereby certify that the attached Rule 27F-15, including legal description of the boundaries of the City of Key West Area of Critical State Concern is a true and correct copy of the rule adopted by the Administration Commission pursuant to Section 380.05, F.S. on February 7, 1984 and effective February 28, 1984.

John T. Herndon  
John T. Herndon  
Secretary and Clerk to the  
Administration Commission

Sworn to and subscribed before me this 12th day of March

Hilda M. Ricketts  
Notary Public  
My Commission Expires Dec 10, 1985

84 MAR 16 AM 1:3  
DANIEL L. RICKETTS  
CLERK, CIR. CL.  
MCNICE COUNTY, FLA.

EXECUTIVE OFFICE OF THE GOVERNOR

ADMINISTRATION COMMISSION

CHAPTER 27F-15

LAND PLANNING BOUNDARY AND PRINCIPLES  
FOR GUIDING DEVELOPMENT FOR THE CITY OF KEY WEST

27F-15.01 Purpose.

27F-15.02 Boundary.

27F-15.03 Principles for Guiding Development.

27F-15.04 Administration.

27F-15.01 Purpose.

(1) Pursuant to Section VII, Article II, of the Florida Constitution, and Section 380.05, Florida Statutes, it is the purpose of these rules to define the boundary of the City of Key West Area of Critical State Concern and to provide principles for guiding development within the critical area in order to conserve and protect the natural, environmental, historical and economic resources, the scenic beauty, and the public facilities within the Area of Critical State Concern.

(2) The 1979 legislation designating the Florida Keys Area of Critical State Concern contained a special provision, Section 380.0552(3), Florida Statutes, that required the removal of the City of Key West upon approval by the State Land Planning Agency of the Land Use Element of the Local Government Comprehensive Plan. This was accomplished on June 26, 1981.

(3) Based on the recommendation of the Keys Resource Planning and Management Committee and the State Land Planning Agency, the Administration Commission determined to again designate the City of Key West as an Area of Critical State Concern. These principles are the basis for the City of Key West to prepare the Comprehensive Plan and Land Development Regulations for the designated Area of Critical State Concern. When the principles are properly implemented by the adoption and enforcement of the Comprehensive Plan and Development Regulations, then the advantages of coordinating development in the Area of Critical State Concern should be achieved.

Specific Authority 380.05(1), F.S. Law Implemented 380.05,  
F.S. History--New

27F-15.02 Boundary. The area designated as an Area of Critical State Concern encompasses the territorial boundaries of the City of Key West, Florida, including the entire Island of Key West, Monroe County, Florida, and all territories whether natural or filled, separated from the Island of Key West by artificial canals or natural channels or waterways, and all territories that have been filled in, built up and developed and area not contiguous, adjacent to or abutting on said Island of Key West and served by bridges or other direct connections therewith including bay bottoms owned by the City of Key West, Florida, also including all that part of Stock Island and bay bottoms lying northerly of United States Highway No. 1 which is now owned by the existing municipality of the City of Key West, Florida, the Florida Keys Junior College, and privately owned property and islands including natural or filled or submerged lands lying contiguous to or separated from Stock Island by artificial canals, natural channels or waterways, particularly described as follows:

A tract of submerged land in the Bay of Florida in Section 27, Township 67 South, Range 25 East, Stock Island, Monroe County, Florida, being more particularly described as follows:

Commence at the point of intersection of U.S. Highway No. 1 with the center line of "Old Country Club Road;" thence northwesterly along said center line of "Old Country Club Road," a distance of 1400 feet; thence North 60°00' West a distance of 200 feet to the P.O.B.; thence continue North 60°00' West distance of 1548 feet to a point; thence continue North 30°00' East a distance of 1100 feet to a point; thence continue South 60°00'

East a distance of 1548 feet to a point; thence continue South 30°00' West a distance of 1100 feet to the P.O.B. containing 39.06 acres, more or less.

A tract of submerged land in Section 27, Township 67 South, Range 25 East, offshore from the northwesterly shoreline of Stock Island in Monroe County, Florida, more particularly described as follows: Commence at the intersection of the center line of U.S. Highway No. 1 and "Old Country Club Road;" thence northwesterly along the center line of said "Old Country Club Road" for a distance of 1400 feet; thence North 60° West, 200 feet; thence at right angles to the last named course, North 30° East, 1100 feet to the point of beginning of the property herein after described; from said point of beginning, thence at right angles to the last named course North 60° West, 1548 feet; thence North 76° East, 900 feet; thence South 34° East, 1040 feet; thence South 30° West, 160 feet, more or less, back to the point of beginning. Containing 13.05 acres, more or less. Lying and being in Section 27, Township 67 South, Range 25 East, Monroe County, Florida.

provided, that no island lying between Roosevelt Boulevard on the easterly shore of the Island of Key West and Cow Key Channel shall be included in the territorial boundaries of the City of Key West, Florida, nor shall the property commonly known as Key Haven be included in the territorial boundaries of the City of Key West, Florida, nor shall the property known as Wisteria Island and/or any other islands situated and lying west of the Island of Key West be included in the territorial boundaries of

the City of Key West, Florida. (Sp. Acts, 70-767, Section 1).  
Specific Authority 380.05(1), F.S. Law Implemented 380.05,  
F.S. History--New

27P-15.03 Principles for Guiding Development.

(1) Objectives To Be Achieved

(a) Strengthen local government capabilities for managing  
land use and development;

(b) Protection of tidal mangroves and associated shore-  
line and marine resources and wildlife;

(c) Minimize the adverse impacts of development of the  
quality of water in and around the City of Key West and through-  
out the Florida Keys;

(d) Protection of scenic resources of the City of Key  
West and promotion of the management of unique, tropical vege-  
tation;

(e) Protection of the historical heritage of Key West  
and the Key West Historical Preservation District;

(f) Protection of the value, efficiency, cost-effective-  
ness and amortized life of existing and proposed major public  
investments, including:

1. the Florida Keys Aqueduct and water supply facilities,
2. sewage collection and disposal facilities,
3. solid waste collection and disposal facilities,
4. Key West Naval Air Station,
5. the maintenance and expansion of transportation  
facilities, and
6. other utilities, as appropriate;

(g) Minimize the adverse impacts of proposed public  
investments on the natural and environmental resources of the  
City of Key West; and

(h) Protection of the public health, safety, welfare  
and economy of the City of Key West, and the maintenance of  
Key West as a unique Florida resource.

(2) Elements Requiring Regulation.

(a) Planning and Administration.

1. The City of Key West shall modify the Comprehensive Plan which guides development within its boundaries to be consistent with these principles. The Comprehensive Plan shall be implemented through development regulations, including zoning ordinances and maps, which are kept current and made available for reasonable public distribution and inspection. Development orders shall be issued only in conformance with the policies and standards of the Comprehensive Plan, development regulations and maps.

2. The City of Key West shall prepare and implement Capital Improvement Plans based on viable funding sources to provide adequate infrastructure for existing and future development.

3. Issuance of development orders shall be coordinated with and contingent upon provisions contained within the Capital Improvements Plan. Development shall not be approved which is inconsistent with or exceeds the services specified in the Plan.

4. Special planning and zoning districts shall be created for:

a. Environmentally sensitive areas including, without limitation, mangrove communities. Such areas shall be zoned with a maximum use density of one dwelling unit per acre. Site alteration in these areas shall be limited to 10% of the total site size. Density credit should be considered by local governments as an incentive for the preservation of environmentally sensitive areas.

b. Noise and hazard zones of the Key West Naval Air Station as delineated by the U.S. Navy Office of the Chief of Naval Operations. Development within such zones should be limited to that compatible with air operations. Implementation of this section should be closely coordinated with the Office of the Chief of Naval Operations. Similar districts should be created around civilian airfields in cooperation with the Florida

Department of Transportation and the Federal Aviation Administration. Codes for airfield districts should clearly specify height limits for structures and other appropriate restrictions on development necessary to protect air operations and public health and safety.

5. A community impact statement shall be designed to enable local governmental officials to determine the proposed development's favorable or unfavorable impact on the environment, natural resources, economy and the potential of the project to meet local or regional housing needs. The statement shall also require information relative to the project's potential impact on public facilities, including without limitation, water, sewer, solid waste disposal and transportation facilities. A community impact assessment statement shall be submitted and approved prior to the issuance of development orders or site plan approval for the following developments.

a. Any development which includes building(s) in excess of 45 feet in height;

b. Any intensive land uses including: residential uses of 10 or more dwelling units per acre or, 50 or more total dwelling units; and

c. Intensive business, commercial or industrial uses.

6. Developments shall be encouraged in the Comprehensive Plan and development regulations to use clustering and other design techniques which would reduce public facilities costs, produce energy savings, and improve the scenic quality of the development. In addition, they shall conform to appropriate setback and open space requirements, stringent landscaping and land use compatibility requirements. Building and siting requirements shall reduce hurricane and fire damage potential and control access to City thoroughfares.

7. An evacuation plan consistent with regional and County plans shall be prepared and adopted which provides an opportunity for residents and visitors to evacuate to a place of safety during a natural disaster.

## (b) Site Alteration Regulations

Site alteration and landscaping regulations shall provide for:

1. A land clearing permit of limited duration issued upon approval of a site plan which includes a natural vegetation map, excepting minimal clearing required for survey.
2. Limitation of the size and species of trees allowed to be removed in clearing, including reasonable exceptions for structure sites and public safety. The ordinance shall provide protection for native tropical vegetation and tree species characteristic of West Indian tropical hardwood hammocks.
3. Revegetation and landscaping of cleared sites after construction.

## (c) Waste Control and Water Quality Protection

1. The City of Key West, in cooperation with the Monroe County Waste Collection and Disposal District, shall establish criteria and regulations for the methods and location of the disposal of all solid waste and waste-water effluents and residuals.
2. Site alteration and subdivision regulations shall provide for:
  - a. Retention of runoff or discharge of such runoff into adequately sized natural vegetative filtration areas in a manner approximating the natural runoff regime.
  - b. Permanent drainage systems which make maximum use of natural drainage patterns, vegetative retention and filtration.
  - c. Maintenance of habitat for wildlife species, prevent the introduction of noxious vegetation, and minimize the alteration of transitional wetlands.

## (d) Protection of Public Facilities and Investments.

1. The City of Key West, in cooperation with the Florida Keys Aqueduct Authority, shall amend all applicable plumbing codes to provide for the mandatory installation of water



conserving fixtures in all new development and redevelopment.

2. Business, commercial and industrial development shall provide off street parking and limited controlled access points to City thoroughfares.

3. Existing and future waste treatment and disposal sites shall be protected from encroachment by land uses which would endanger their functions or existence.

(e) Historical Resource Protection

1. A management and enforcement plan and ordinance shall be adopted by the City of Key West providing that designs and uses of development reconstruction within the Key West Historical Preservation District shall be compatible with the existing unique architectural styles and shall protect the historical values of the District.

2. The City of Key West shall maintain an architectural review board established pursuant to Section 266.207(2), F.S. Furthermore, the architectural review board shall receive notice of all applications for development within the City of Key West and participate in hearings as appropriate.

Specific Authority 380.05(1), F.S. Law Implemented 380.05.

P.S. History--New

27F-15.04 Administration.

(1) The above guidelines are oriented towards protection of natural and historical resources and public investments of regional and State importance.

(2) The Comprehensive Plan and development regulations developed pursuant to these principles shall be:

(a) Performance oriented to maximize design flexibility.

(b) Administered by the municipal government in the same manner as local comprehensive plans, ordinances, and codes.

Specific Authority 380.05(1), F.S. Law Implemented 380.05,

F.S. History--New



\*DOC66203092258034832900016782670000000\*

## EXHIBIT "A"

This EXHIBIT "A" is attached to and by this reference is made a part of the Mortgage, dated March 2, 2017, and executed in connection with a loan or other financial accommodations between REGIONS BANK and 130 DUVAL STREET, INC.; and ELYSSE OF KEY WEST, INC.

THIS EXHIBIT "A" IS EXECUTED ON MARCH 2, 2017.

GRANTOR:

130 DUVAL STREET, INC.

By:

JUDITH ANN GREENBERG, President of 130 DUVAL STREET, INC.

Doc# 2113723  
Bk# 2843 Pg# 237

**EXHIBIT "A"**

**Legal Description**

Part of Lot One (1) in Square Eight (8) according to William A. Whitehead's Map of the City of Key West delineated in February 1829, and commences at a point on Duval Street, distant Thirty-nine (39) feet, Six (6) inches from the corner of Duval and Greene Streets, and running thence along Duval Street in a Northwesterly direction Thirty-five (35) feet; thence runs Southwesterly Eighty-eight (88) feet, Six (6) inches to an alley; thence along said alley Southeasterly Thirty- Five (35) feet; thence runs Northeasterly Eighty-Eight (88) feet, Six (6) inches to the Place of Beginning on Duval Street.

CERTIFIED COPY OF CORPORATE RESOLUTION

AND INCUMBENCY CERTIFICATE

(130 DUVAL STREET, INC.)

THE UNDERSIGNED OFFICERS AND DIRECTORS OF 130 DUVAL STREET, INC., a Florida corporation (the "Corporation"), do hereby certify that the following is a true and correct copy of a resolution duly and unanimously adopted by the shareholders and directors of the Corporation at a duly called joint meeting of the shareholders and directors held on February 13, 2017, at which the shareholders and directors were present and voting throughout:

"BE IT RESOLVED that this Corporation, together with Elysse of Key West, Inc., a Florida corporation ("Elysse") borrow the sum of **TWO MILLION FOUR HUNDRED FIFTY THOUSAND AND 00/100 DOLLARS** (\$2,450,000.00) from REGIONS BANK, an Alabama banking corporation (the "Lender"), and execute a negotiable promissory note in favor of the Lender to evidence said indebtedness (the "Loan").

BE IT FURTHER RESOLVED that the Loan shall also be secured by a Mortgage and Security Agreement granted by Corporation, as mortgagor, in favor of the Lender, as mortgagee, securing payment of the Loan and encumbering certain real property located **Monroe County**, Florida and more particularly described in said Mortgage, together with all present and future improvements thereon and appurtenances thereto.

BE IT FURTHER RESOLVED that **JUDITH GREENBERG**, the President of this Corporation, be and she is hereby authorized and directed to negotiate the specific terms and conditions of the Loan and to execute and deliver on behalf of the Corporation such promissory notes, mortgages, assignments, security agreements, financing statements, affidavits, indemnity agreements, certificates, loan agreements, closing statements and such other instruments and documents as may be necessary or required in order to consummate the Loan, all of which shall contain such terms and conditions as said officer of this Corporation shall determine to be in the best interest of this Corporation, with the signature of said officer to be conclusive evidence of such determination and of the authority of said officer to execute and deliver the same."

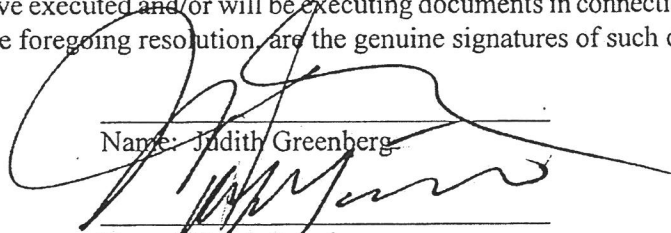


THE UNDERSIGNED OFFICER FURTHER CERTIFY that the foregoing shareholders' and directors' resolution was duly and regularly enacted at a joint meeting of the board of directors and shareholders called for that purpose and held in accordance with the articles of incorporation and by-laws of the Corporation and the laws of the State of Florida; that the shareholders and directors of the

Corporation have full power and authority to bind the Corporation pursuant thereto; and that the resolution is in full force and effect as of the date of this Certificate and has not been altered, modified or rescinded.

THE UNDERSIGNED FURTHER CERTIFY that the following are the duly elected and acting officers of the Corporation, and that the specimen signatures set opposite the names of certain of the officers below, who have executed and/or will be executing documents in connection with the transactions authorized by the foregoing resolution, are the genuine signatures of such officers:

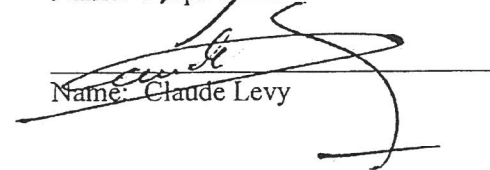
President

  
Name: Judith Greenberg

Director

  
Name: Ralph Jamal

Director

  
Name: Claude Levy

THE UNDERSIGNED OFFICER FURTHER CERTIFY that the following are all of the shareholders of the corporation, along with their respective percentage of ownership:

- Judith Greenberg

33 1/3 %

- Ralph Jamal

33 1/3 %

- Claude Levy

33 1/3 %

THE UNDERSIGNED FURTHER CERTIFY that this resolution is made by the undersigned in the aforesaid representative capacity set forth below each signature solely as the act and on behalf of the Corporation this 13 day of February, 2017.

By: 

Name: Judith Greenberg

As its: President

By: 

Name: Ralph Jamal

As its: Director

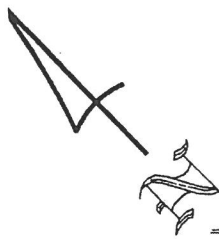
By: 

Name: Claude Levy

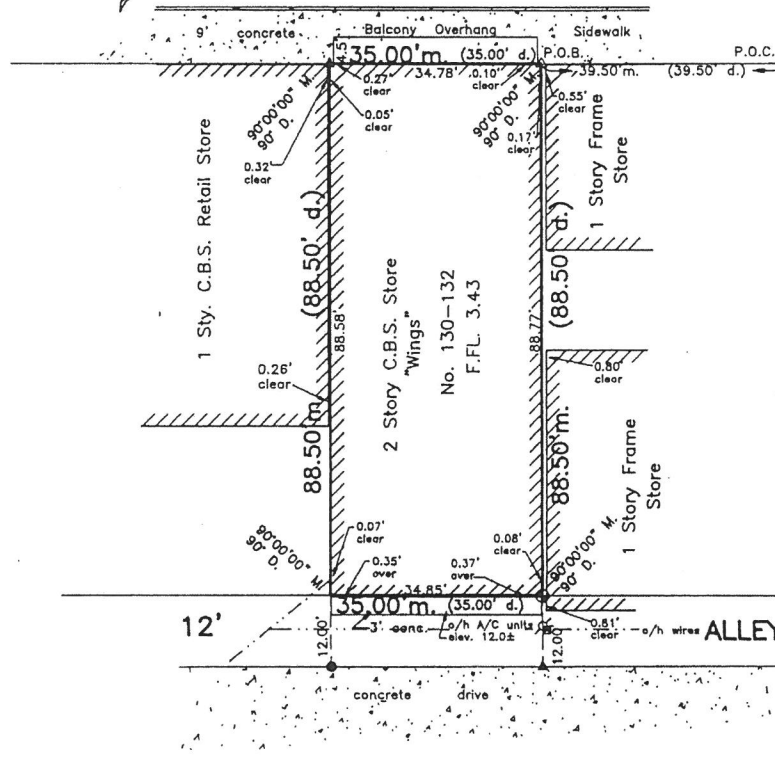
As its: Director

[CORPORATE SEAL]

## **Specific Purpose Survey**



DUVAL STREET (50' R/W)



GREENE STREET (50' R/W)

Abbreviations:

Sty. = Story  
R/W = Right-of-Way  
fd. = Found  
p. = Plat  
m. = Measured  
d. = Deed  
N.T.S. = Not to Scale  
C = Centerline  
Elev. = Elevation  
B.M. = Bench Mark

o/h = Overhead  
F.F.L. = Finish Floor Elevation  
conc. = concrete  
I.P. = Iron Pipe  
I.B. = Iron Bar  
C.B.S. = Concrete Block Stucco  
cov'd. = Covered  
wd. = Wood  
w.m. = Water Meter

P.O.C. = Point of Commence  
P.O.B. = Point of Beginning  
P.B. = Plat Book  
pg. = page  
Bal. = Balcony  
A/C = Air Conditioner  
☒ = Concrete Utility Pole  
○ = Wood utility Pole

Field Work performed on: 5/4/98

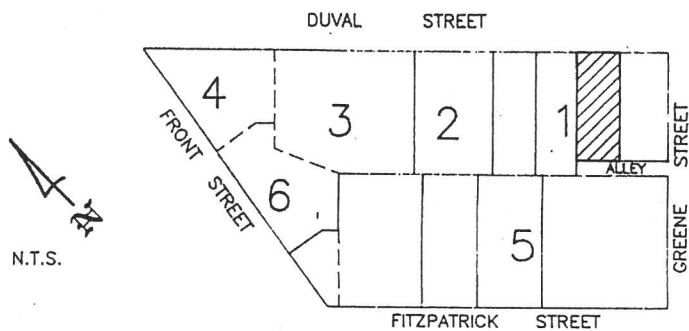
Block 8

130 Duval Street, Inc.  
130-132 Duval Street, Key West, Fl. 33040

BOUNDARY SURVEY			Dwn No.: 98-247
Scale: 1"=20'	Ref. 9-24 file	Flood panel No. 1716 G	Dwn. By: F.H.H.
Date: 5/5/98		Flood Zone: AE	Flood Elev. 6'
REVISIONS AND/OR ADDITIONS			
Key West/ Block 8			

FREDERICK H. HILDEBRANDT  
ENGINEER PLANNER SURVEYOR

3150 Northside Drive  
Suite 101  
Key West, Fl. 33040  
(305) 293-0466  
Fax. (305) 293-0237



## LOCATION MAP

Square 8, City of Key West

### LEGAL DESCRIPTION:

Part of Lot One (1) in Square Eight (8) according to William A. Whitehead's Map of the City of Key West delineated in February 1829, and commences at a point on Duval Street, distant Thirty Nine (39) feet, six (6) inches from the corner of Duval and Greene Streets and running thence along Duval Street in a Northwesterly direction Thirty five (35) feet; thence run Southwesterly Eight-eight (88) feet, six inches (6) inches to an alley; thence along said alley Southeasterly Thirty-Five (35) feet; thence run Northeasterly Eighty-Eight (88) feet, six inches to the Place of Beginning on Duval Street.

Also known commonly as 130-132 Duval Street, Key West, Florida.

### SURVEYOR'S NOTES:

North arrow based on plat assumed median

3.4 denotes existing elevation

Elevations based on N.G.V.D. 1929 Datum

Bench Mark No.: Basic Elevation: 14.324


### Monumentation:

- ⊙ = found 1/2" Iron Pipe, P.L.S. No. 2749
- = Found 1/2" Iron Bar
- △ = Set P.K. Nail, P.L.S. No. 2749
- ▲ = Found P.K. Nail or spike

CERTIFICATION Made to 130 Duval Street, Inc., Green, Kahn & Piotrkowski, P.A., Lewis, Vegosen, Rosenbach, Silber & Dunkel, P.A., First American Title Insurance Company, First Union National Bank, and Weisburd & Eisen, P.A..

### CERTIFICATION:

I HEREBY CERTIFY that the attached BOUNDARY SURVEY is true and correct to the best of my knowledge and belief; that it meets the minimum technical standards adopted by the Florida Board of Land Surveyors, Chapter 61G17-6, Florida Statute Section 472.027, and the American Land Title Association, and that there are no visible encroachments unless shown hereon.

  
 FREDERICK H. HILDEBRANDT  
 Professional Land Surveyor No. 2749  
 Professional Engineer No. 36810  
 State of Florida

NOT VALID UNLESS EMBOSSED WITH RAISED SEAL & SIGNATURE



## Photos





**Suburban Propane**

PROPANE • HEATING OIL • SERVICE

KW Jewels

130 Pearl St.

*Pirate's Key*

MERRELL

SUMMER  
SALE

40% OFF

50% OFF





Pirates Key



130

Local Hub  
& Eco-Pub

FENROOMKEYWEST.COM

SUMMER  
SALE

40% 30%

5% 6%



# WARE MALCOMB

ARCHITECTURE | PLANNING | INTERIORS  
BRANDING | CIVIL ENGINEERING

130 Duval Street, Key West, Fl Application for Easement Photos



# WARE MALCOMB

ARCHITECTURE | PLANNING | INTERIORS  
BRANDING | CIVIL ENGINEERING



15150 NW 79th Court #202, Miami Lakes, FL 33016 P 305.777.9177

10.2.2018

PAGE 2



# WARE MALCOMB

ARCHITECTURE | PLANNING | INTERIORS  
BRANDING | CIVIL ENGINEERING



15150 NW 79th Court #202, Miami Lakes, FL 33016 P 305.777.9177

10.2.2018

PAGE 3

# **Monroe County Property Appraiser**



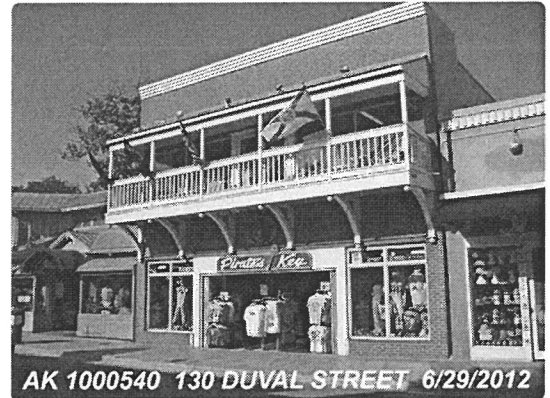
### Disclaimer

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 00000550-000000  
 Account # 1000540  
 Property ID 1000540  
 Millage Group 10KW  
 Location Address 132 DUVAL St, KEY WEST  
 Legal Description KW PT LOT 1 SQR 8 G30-328/29 OR709-470 OR922-1719 OR1065-69 OR1516-2042/43  
 (Note: Not to be used on legal documents)  
 Neighborhood 32010  
 Property Class STORE COMBO (1200)  
 Subdivision  
 Sec/Twp/Rng 06/68/25  
 Affordable No  
 Housing



### Owner

130 DUVAL STREET INC  
 19707 Turnberry Way  
 Apt 5J  
 Miami FL 33180

### Valuation

	2018	2017	2016	2015
+ Market Improvement Value	\$588,542	\$622,173	\$572,067	\$572,067
+ Market Misc Value	\$0	\$0	\$0	\$0
+ Market Land Value	\$1,621,029	\$1,621,029	\$1,620,747	\$1,620,747
= Just Market Value	\$2,209,571	\$2,243,202	\$2,192,814	\$2,192,814
= Total Assessed Value	\$2,209,571	\$2,243,202	\$2,192,814	\$2,192,814
- School Exempt Value	\$0	\$0	\$0	\$0
= School Taxable Value	\$2,209,571	\$2,243,202	\$2,192,814	\$2,192,814

### Land

Land Use	Number of Units	Unit Type	Frontage	Depth
COMMERCIAL DRY (100D)	3,098.00	Square Foot	0	0

### Commercial Buildings

Style 1 STY STORE-B / 11B  
 Gross Sq Ft 6,405  
 Finished Sq Ft 6,230  
 Perimeter 646  
 Stories 3  
 Interior Walls  
 Exterior Walls C.B.S.  
 Quality 400 ()  
 Roof Type  
 Roof Material  
 Exterior Wall1 C.B.S.  
 Exterior Wall2  
 Foundation  
 Interior Finish  
 Ground Floor Area  
 Floor Cover  
 Full Bathrooms 0  
 Half Bathrooms 0  
 Heating Type  
 Year Built 1989  
 Year Remodeled



Effective Year Built 1995

Condition

Code	Description	Sketch Area	Finished Area	Perimeter
FLA	FLOOR LIV AREA	6,230	6,230	566
OUF	OP PRCH FIN UL	175	0	80
<b>TOTAL</b>		<b>6,405</b>	<b>6,230</b>	<b>646</b>

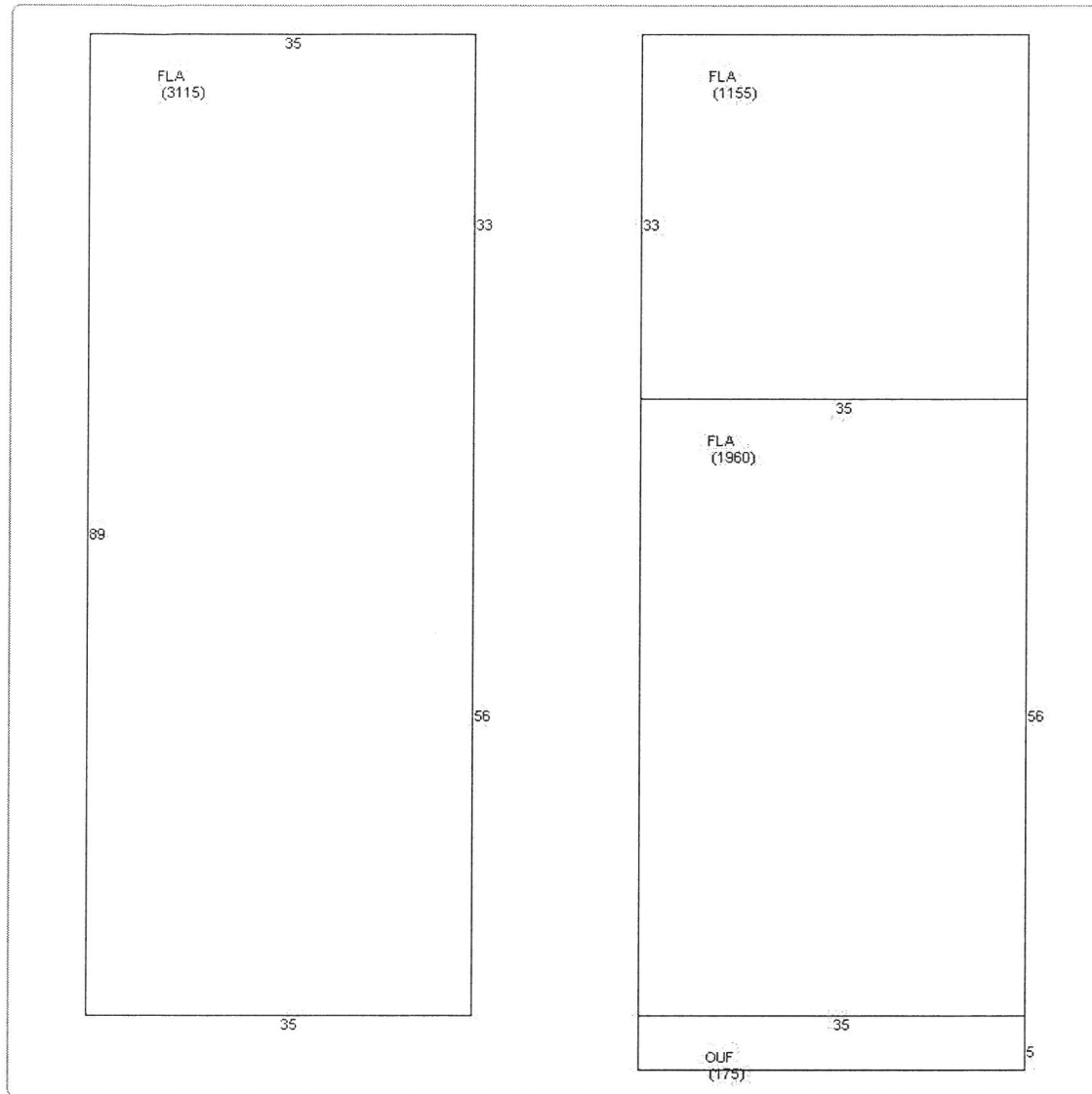
## Sales

Sale Date	Sale Price	Instrument	Instrument Number	Deed Book	Deed Page	Sale Qualification	Vacant or Improved
5/1/1998	\$2,000,000	Warranty Deed		1516	2042	Q - Qualified	Improved
8/1/1988	\$1,200,000	Warranty Deed		1065	69	U - Unqualified	Improved
10/1/1984	\$445,000	Warranty Deed		922	1719	U - Unqualified	Improved
2/1/1977	\$100,000	Conversion Code		709	470	Q - Qualified	Improved

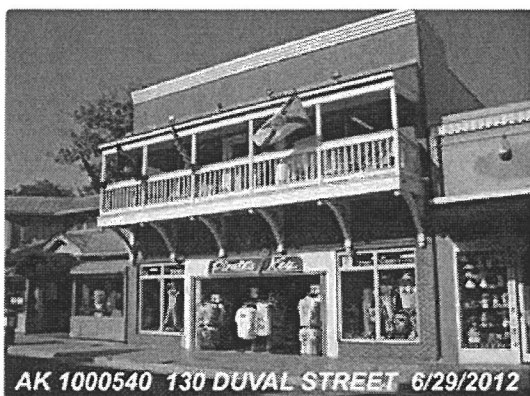
## Permits

Number	Date Issued	Date Completed	Amount	Permit Type	Notes
11-2569	7/22/2011		\$32,250	Commercial	INSTALL 3100 SQ. FT.- 32 SQS. OF WHITE 60 MIL SINGLE PLY ROOFING
02/2622	9/25/2002	10/16/2002	\$1,085		ROOFING
0102391	6/25/2001	11/16/2001	\$10,500	Commercial	REPLACE 5 TON UNIT
9902005	1/28/2000	11/1/2000	\$3,500		TILE WORK
9902005	10/18/1999	11/3/1999	\$3,500		REPLACE DOORS/REPAIRS
B953394	10/1/1995	11/1/1995	\$7,000		INTERIOR RENOVATIONS
B953517	10/1/1995	11/1/1995	\$2,000		INSTALL 100SF TILE
B952475	8/1/1995	11/1/1995	\$426		REPLACE BROKEN GLASS
B951763	5/1/1995	11/1/1995	\$4,200		CHANGEOUT 2 5 TON AC
M941861	6/1/1994	12/1/1994	\$600		REPLACE 5 TON AC

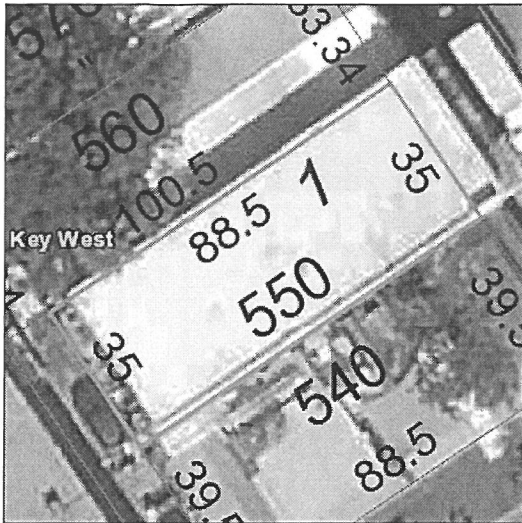
Sketches (click to enlarge)



# Photos



## Map



## TRIM Notice

[Trim Notice](#)

2018 Notices Only

No data available for the following modules: Buildings, Mobile Home Buildings, Yard Items, Exemptions.

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Developed by  
 **Schneider**  
GEO SPATIAL