



## **Historic Architectural Review Commission Staff Report for Item 5**

To: Chairman Bryan Green and Historic Architectural Review  
Commission Members

From: Enid Torregrosa-Silva, MSHP  
Historic Preservation Planner

Meeting Date: December 16, 2020

Applicant: T S Neal Architects

Application Number: H2020-0038

Address: 601 Duval Street

### **Description of Work:**

Removal of storefronts and demolition of exterior fire escape ladder.

### **Site Facts:**

The building under review is listed as a contributing resource to the historic district. The two-story commercial masonry structure served in the late 1920's as a car dealership and its second floor was used as a hotel, the Central Hotel. Located on the southeast corner of Duval and Southard Street the structure, build in 1919, shows evidence of spalling and concrete deterioration. The main façade of the building faces Duval Street while the Southard Street façade is divided into five bays. Through times the building's windows, doors and storefronts have changed. The most drastic character defining changes to the building are the removal of prism glass blocks transom on the first-floor storefront façades and the complete alteration of the three easternmost first floor bay facade facing Southard Street. Currently at pedestrian level the Southard elevation reads as four different buildings. Currently, the first floor is sub divided into 3 businesses and the second floor has five non-transient residential units.

### **Ordinance Cited on Review:**

- Section 102-217 (2), demolition for non-contributing or non-historic structures of the Land Development Regulations.

### **Staff Analysis:**

The Certificate of Appropriateness under review is for the removal of non-historic storefronts and fire escape ladder. The applicant has submitted plans for the replacement of each element. The historic architectural review commission shall not issue a certificate of appropriateness that would result in:

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

It is staff's opinion that the removal of the non- historic storefronts and the side metal ladder will not affect the integrity of the main structure or surrounding buildings. Nevertheless, the current design still maintains the horizontal band that defines the transom line in the first floor of both streets' elevations, and this element will be lost if the new design is approved.

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

This will not be the case.

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

It is staff's opinion that removing the transom on both street's facades will jeopardize the historic character of the building. This contributing building was built in 1919 and the proposed storefront systems read more like a *glass wall* than a traditional 1919 commercial elevation. Staff finds the ladder not to be significant to the building.

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

The building in question is contributing, but it is staff believe that the building will lost character defining features that makes it a contributor resource to the district. The removal of the ladder will not jeopardize the integrity of the building.

Staff finds that the request demolition for the ladder is consistent with the cited ordinance. Nevertheless, staff cannot recommend the removal of the non-historic storefronts as the proposed design removes character defining features that shall be retained. If approved, this will be the only required reading.

# APPLICATION

# HARC MAJOR PROJECTS CERTIFICATE OF APPROPRIATENESS

\$400 NON-REFUNDABLE BASE APPLICATION FEE - OTHER FEES MAY BE APPLICABLE



City of Key West

1300 WHITE STREET  
KEY WEST, FLORIDA 33040

HARC COA # <b>2020-0038</b>	REVISION #	INITIAL & DATE
FLOOD ZONE <b>X</b>	ZONING DISTRICT <b>HRCC-3</b>	BLDG PERMIT #

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

ADDRESS OF PROPOSED PROJECT:

NAME ON DEED:

OWNER'S MAILING ADDRESS:

APPLICANT NAME:

APPLICANT'S ADDRESS:

APPLICANT'S SIGNATURE:

<b>601 DUVAL ST., KEY WEST</b>	
<b>KW ZION LLC</b>	PHONE NUMBER <b>305-923-1696 CELL</b> <b>305-292-9339 GALLERY</b>
<b>1075 DUVAL ST</b>	EMAIL <b>INFO@KEYWESTGALLERY.COM</b>
<b>KEY WEST, FL 33040</b>	
<b>SETH NEAL ; T.S. NEAL ARCHITECT</b>	PHONE NUMBER <b>305-340-8857</b> <b>251-422-9547</b>
<b>22974 OVERSEAS HWY, CUDDEB KEY, FL</b>	EMAIL <b>SETH.NEAL@TSNARCHITECTS.COM</b>
<b>T. Seth Neal</b>	
	DATE <b>11/18/2020</b>

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

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

PROJECT INCLUDES: REPLACEMENT OF WINDOWS ☒ RELOCATION OF A STRUCTURE ☐ ELEVATION OF A STRUCTURE ☐

PROJECT INVOLVES A CONTRIBUTING STRUCTURE: YES ☒ NO ☐ INVOLVES A HISTORIC STRUCTURE: YES ☒ NO ☐

PROJECT INVOLVES A STRUCTURE THAT IS INDIVIDUALLY LISTED ON THE NATIONAL REGISTER: YES ☐ NO ☒

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

GENERAL: **REPLACE ALL STONE FRONT, WINDOWS & DOORS, NEW ROOF, NEW EGRESS STAIRS, NEW STUCCO, REPAIR SPALLING & CRACKING OF BUILDING**

MAIN BUILDING:

DEMOLITION (PLEASE FILL OUT AND ATTACH DEMOLITION APPENDIX):





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

ACCESSORY STRUCTURE(S): <i>NA</i>	
PAVERS: <i>NA</i>	FENCES: <i>NA</i>
DECKS: <i>NA</i>	PAINTING: <i>YES , STAIRS (BLK)</i>
SITE (INCLUDING GRADING, FILL, TREES, ETC): <i>NA</i>	POOLS (INCLUDING EQUIPMENT): <i>NA</i>
ACCESSORY EQUIPMENT (GAS, A/C, VENTS, ETC.): <i>NA</i>	OTHER:

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

THIS APPLICATION MAY BE REVIEWED BY PLANNING DEPARTMENT STAFF.

# HARC Certificate of Appropriateness: Demolition Appendix



City of Key West

1300 WHITE STREET

KEY WEST, FLORIDA 33040

HARC COA #	INITIAL & DATE
ZONING DISTRICT	BLDG PERMIT #
HRCC-3	

ADDRESS OF PROPOSED PROJECT:

601 DUVAL STREET

PROPERTY OWNER'S NAME:

KW ZION LLC

APPLICANT NAME:

SETH NEAL, TS. NEAL ARCHITECTS

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

PROPERTY OWNER'S SIGNATURE

11-20-2020

KELLIE ALPERT

DATE AND PRINT NAME

## DETAILED PROJECT DESCRIPTION OF DEMOLITION

REMOVE EXISTING FIRE ESCAPE STAIR/LADDER. REPLACE WITH MORE CODE COMPLIANT SET OF STAIRS.

## CRITERIA FOR DEMOLITION OF CONTRIBUTING OR HISTORIC STRUCTURES:

Before any Certificate of Appropriateness may be issued for a demolition request, the Historic Architectural Review Commission must find that the following requirements are met (please review and comment on each criterion that applies);

(1) If the subject of the application is a contributing or historic building or structure, then it should not be demolished unless its condition is irrevocably compromised by extreme deterioration or it does not meet any of the following criteria:

(a) The existing condition of the building or structure is irrevocably compromised by extreme deterioration.

(2) Or explain how the building or structure meets the criteria below:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

NA, DOES NOT DIMINISH HISTORIC CHARACTER OF BUILDING BY  
REMOVING & REPLACING FIB STAIN.

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

HISTORIC RELATIONSHIP BETWEEN BLDG IS NOT AFFECTED BY  
REPLACING EX. FIB STAIN

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

NA

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

NA



Doc# 2003977 11/03/2014 12:32PM  
 Filed & Recorded in Official Records of  
 MONROE COUNTY AMY HEAVILIN

Doc# 2003977  
 Bk# 2/10 Pg# 1007

Doc# 2038744 07/22/2015 4:18PM  
 Filed & Recorded in Official Records of  
 MONROE COUNTY AMY HEAVILIN \*

Doc# 2038744  
 Bk# 2752 Pg# 1142 \*

This instrument prepared by  
 and return to:  
 Erica Hughes Sterling, Esq.  
 Spottswood, Spottswood & Spottswood  
 500 Fleming Street  
 Key West, FL 33040

14.220.EJ

"CORRECTIVE"

### GRANT OF EASEMENT

**THIS GRANT OF EASEMENT** ("this Easement") made this 31<sup>st</sup> day of October, 2014, by OLD TOWN KEY WEST DEVELOPMENT, LTD., a Florida limited partnership, whose address for purposes of notice is 201 Front Street, Suite \_\_\_\_ Key West, Florida 33040 ("Old Town") and KW ZION, LLC, a Florida limited liability company, whose address for purposes of notice is 601 Duval Street, Key West, Florida 33040 ("KW Zion").

### WITNESSETH:

**WHEREAS**, Old Town is the owner of all of that certain real property (the "Servient Property"), located in Monroe County, Florida, as more particularly described in Exhibit A annexed hereto; and

**WHEREAS**, KW Zion is the owner of all of that certain real property (the "Dominant Property"), located in Monroe County, Florida, as more particularly described in Exhibit B annexed hereto; and

**WHEREAS**, in order to access the second floor of the building located on the Dominant Property, Old Town hereby agrees to provide a non-exclusive, perpetual access easement more particularly shown on the attached Exhibit C ("Second Floor Access Easement") to KW Zion for the purpose of ingress and egress from Southard Street to the stairway that provides access to the second floor of the building located on the Dominant Property; and

**WHEREAS**, Old Town hereby agrees to provide a non-exclusive, perpetual easement to access certain utilities described herein ("Utility Access Easement") to KW Zion; and

**WHEREAS**, Old Town hereby agrees to provide a non-exclusive, perpetual easement to access the mailboxes that benefit the residential units located on the Dominant Property ("Mailbox Access Easement"); and,

**WHEREAS**, the parties hereto have agreed that Old Town shall reserve unto itself all rights to the Servient Property not inconsistent with the easement granted herein to KW Zion.

**NOW, THEREFORE**, in consideration of Ten (\$10.00) Dollars, the premises and mutual covenants contained herein and other good and valuable consideration in hand paid by the parties hereto each to the other, simultaneously with the execution and delivery of these presents, the receipt

**\*\*THIS GRANT OF EASEMENT IS BEING RERECORDED TO INCLUDE JOINER, CONSENT AND SUBORDINATION OF MORTGAGEE ATTACHED HERETO**



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and adequacy of which is hereby acknowledged, the parties hereto do hereby agree upon the following terms and conditions:

1. The Recitals contained herein are true and correct and incorporated by reference.
2. Old Town does hereby (a) reserve unto itself and its assigns all rights and benefits to the Servient Property not inconsistent with this Easement and which does not unreasonably interfere with the easements granted herein KW Zion's; (b) grants unto KW Zion, and the KW Zion's tenants, agents, guests, licensees and invitees (all persons having the right to enter the Dominant Property via the second floor of the building located on the Dominant Property shall have the right to use the Second Floor Access Easement), subject to the reservations, restrictions and conditions herein contained, a perpetual, non-exclusive easement appurtenant in, on, over, upon, under and across that area shown as the Second Floor Access Easement Area on the attached Exhibit C ("Second Floor Access Easement Area) for pedestrian access to the second floor of the building located on the Dominant Estate, include any and all air rights to keep and maintain the stairs and landing shown on the attached Exhibit C; (c) grants unto KW Zion, and KW Zion's licensees, contractors and agents, subject to the reservations, restrictions and conditions herein contained, a perpetual, non-exclusive Utility Access Easement for reasonable access to the propane tank, transformer, electrical meters, communications box and conduit that serve the Dominant Estate and are more particularly shown on the attached Exhibit D; and (d) grants unto KW Zion, and KW Zion's tenants, subject to restrictions and conditions herein contained, a perpetual, non-exclusive Mailbox Access Easement to allow the tenants of the second floor of the building located on the Dominant Property to access the mailboxes shown on the attached Exhibit D.
3. KW Zion, at KW Zion's sole cost and expense, hereby agrees to keep and maintain in good working order and condition (and replace when necessary) the stairs and landing located within the Second Floor Access Easement. KW Zion, on behalf of itself and its successors and assigns, hereby agrees, when necessary, to replace the stairs in the location shown on the attached Exhibits in compliance with all applicable laws and codes. Additionally, Old Town, on behalf of itself and its successors and assigns, hereby reserves the right to modify the Second Floor Access Easement Area provided that KW Zion or its successors and assigns shall have reasonable access to the stairs in order to enter the second floor of the building located on the Dominant Property.
4. The non-exclusive Utility Access Easement shall only be used by KW Zion, or its contractors, for the repair, maintenance or replacement of the propane tanks, propane enclosure, transformer, electrical meters, communication box and conduit.
5. KW Zion, for its successors, legal representatives and assigns, agrees to repair, maintain, and replace when necessary, at KW Zion's sole cost and expense, the stairs and landing within the Second Floor Access Easement, as well as the mailboxes, propane tanks, propane enclosure, transformer, electrical meters, communication box and conduit that serve the Dominant Property and shown on Exhibit D, or cause the same to be maintained, so as to not unreasonably interfere with Old Town, the service provided to Old Town by the transformer and electrical meters, or Old Town's use of the Servient Property. KW Zion shall be responsible for making any repairs (and replacing if necessary) to the stairs, landing, mailboxes, propane tanks, propane enclosure, transformer, electrical

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meters, communication box and conduit as KW Zion deems prudent to avoid possible injury to person or damage to property. KW Zion shall cause the above repair or replacement work to be performed promptly, efficiently, competently, and in a good and workmanlike manner by duly qualified and/or licensed persons or entities with all necessary insurance. Prior to beginning such work, if required by any applicable law or code, KW Zion shall provide Old Town with copies of the approvals and permits for the proposed work. KW Zion agrees to indemnify and save harmless Old Town from all liability, expense, liens, claims or damages to either persons or property, including, without limitation, the Servient Estate, stemming in any manner from such work. If any lien is filed by virtue of KW Zion's work, KW Zion shall cause the same to be discharged of record by payment, bond, order of court, or otherwise as required by law, within ten (10) days after notice by Old Town. In the event KW Zion fails to discharge any lien within ten (10) days of notice by Old Town, Old Town may, at Old Town's option, cause such discharge and KW Zion shall reimburse Old Town all their cost and expenses thereof upon billing for same. Grantor shall not be liable for any damage to Grantee's propane tanks, propane enclosure, transformer, electrical meters, communication box and conduit unless caused by the willful misconduct or gross negligence of Grantor.

6. Old Town, for itself and its successors and assigns, hereby reserves the right to keep and maintain, in perpetuity, the signage for two (2) directional signs on the building of the Dominant Estate as more particularly shown on the attached Exhibit D. KW Zion shall not remove or interfere with Old Town's signage.

7. KW Zion or KW Zion's successors and assigns, shall defend, indemnify and hold Old Town, and Old Town's successors and assigns, harmless from and against any and all loss, liability, damage or expense arising out of or in connection with any accident or other occurrence resulting from the use of the easements granted herein on or about the Servient Property; and from all costs, liabilities, claims, charges, injuries, damages or expenses, including without limitation, attorneys' or other professionals' fees and court costs (through all appellate levels), due to, arising out of or in connection with loss of life, personal injury, damage to property or any work done by, or act or omission of KW Zion or their officers, tenants, agents, servants, employees, customers, contractors, invitees, or licensees in or about the Servient Property; and/or due to, or arising out of or in connection KW Zion's, or its tenants', agents', contractors' or invitees' use of the Servient Estate or any breach by KW Zion of any provision of this Easement, including but not limited to its failure to maintain, repair or replace as required herein. In case Old Town is made a party to any litigation commenced by or against KW Zion, then KW Zion shall protect and hold Old Town harmless and pay all cost and attorneys' fees incurred by Old Town in connection with such litigation, and any appeals thereof.

8. KW Zion, its successors and assigns, at its sole cost and expense, shall maintain general liability insurance for the Second Floor Access Easement, Utility Access Easement, and Mailbox Access Easement on an occurrence basis with minimum limits of liability in an amount of TWO MILLION (\$2,000,000.00) DOLLARS from an insurer of recognized financial responsibility qualified to do business in Florida. The foregoing insurance shall name Old Town (or its successors and assigns) as an additional named insured. KW Zion shall provide proof of such insurance upon Old Town's request and at each renewal of the policy.

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9. This Easement and the privileges granted herein shall be binding upon and inure to the benefit of all parties as set forth herein, and the same shall be deemed to be perpetual covenants running with the land for the Dominant Property and Servient Property.

10. The easement granted hereby shall be an easement running with the land inuring to the benefit of, binding upon, and enforceable by the parties hereto and their respective heirs, successors in interest and assigns, including, but without limitation, all subsequent owners of the Dominant Property and Servient Property. If any provision or application of this Easement would prevent this Easement from running with the land as aforesaid, such provision and/or application shall be judicially modified, if possible, to reflect the intent of such provision or application and then shall be enforced in a manner allowing the covenants, conditions, and easements to so run with the land. In the event that any such provision and/or application cannot be so modified, such provision and/or application shall be unenforceable and considered null and void in order that the paramount goal of the covenants, conditions, and easements hereof running with the land shall be achieved.

11. In the event of any suit, action or proceedings at law or in equity, by either of the parties hereto against the other by reason of any matter or thing arising out of this Easement, the prevailing party shall recover not only its legal costs, but reasonable attorneys' fees including appellate, bankruptcy and post-judgment collection proceedings for the maintenance or defense of said action or suit, as the case may be.

12. Nothing in this Agreement shall be construed to dedicate any property or any interest or estate therein to or for public purposes nor shall any provision hereunder be construed to create any right in or for the benefit of the general public. The easements, rights and privileges granted by this easement shall be for the benefit of, and be restricted solely to use by Old Town, KW Zion, KW Zion's servants, agents, employees, guests, licensees and invitees,

13. This Easement Agreement may be amended, altered, released or revoked only by written agreement between the parties hereto or their heirs, assigns or successors-in-interest, which shall be filed in the Public Records of Monroe County.

14. The undersigned hereby represent and warrant that all action, approvals and consents necessary for the execution of this Easement Agreement have been taken or obtained, and the persons executing this Easement Agreement are authorized and directed to execute this Agreement.

15. No breach of the provisions of this Agreement shall entitle any party to cancel, rescind or terminate this Agreement, but such limitation shall not affect, in any manner, any other rights or remedies which any party may have by reason of any breach of the provisions of this Agreement.

16. All notices, consents, approvals, or other communications hereunder shall be in writing and shall be deemed properly given if sent by United States certified mail, return receipt requested, addressed to the appropriate party or successor-in-interest.

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Doc# 2038744  
Bk# 2752 Pg# 1146

IN WITNESS WHEREOF, the parties hereto have executed this Easement on this 6<sup>th</sup> day of ~~September~~, 2014.  
October

WITNESSES:

Hope Casas  
path

OLD TOWN: Old Town Key West  
Development, Ltd.

By: [Signature]  
Edwin O. Swift, General Partner

By: [Signature]  
Christopher C. Belland, General Partner

By: [Signature]  
Gerald R. Mosher, General Partner

STATE OF FLORIDA)  
COUNTY OF MONROE)

BEFORE ME, a Notary Public, personally appeared EDWIN O. SWIFT, CHRISTOPHER C. BELLAND and GERALD R. MOSHER, GENERAL PARTNERS OF Old Town Key West Development, Ltd. who did acknowledge before me that they executed the foregoing instrument for the uses and purposes therein set forth, for and on behalf of said limited partnership. They are personally known to me and did not take an oath.

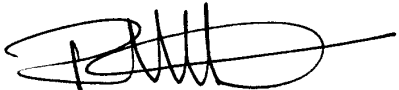
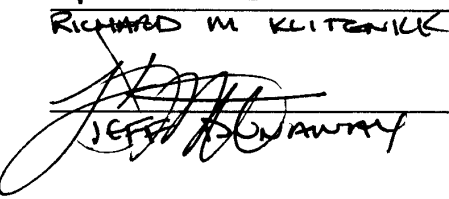
IN WITNESS WHEREOF, I have hereunto set my hand and official seal at the county and state aforesaid, this 6<sup>th</sup> day of ~~September~~ 2014.  
October

Marion Hope Casas  
Notary Public, State of Florida



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Bk# 2710 Pg# 1012

## WITNESSES

  
RICHARD M. KLITENICK  
  
JEFF BLUM

KW Zion, LLC, a Florida limited  
liability company

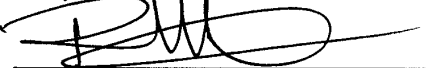
By: Kellie Albert

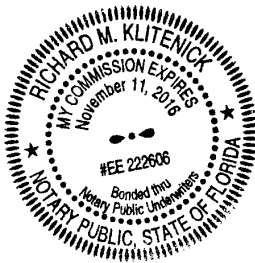
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STATE OF FLORIDA )  
COUNTY OF MONROE)

BEFORE ME, a Notary Public, personally appeared KELLIE ALBERT, as Manager of KW Zion, LLC, a Florida limited liability company, who did acknowledge before me that she executed the foregoing instrument for the uses and purposes therein set forth, for and on behalf of said entity. She is personally known to me and did not take an oath.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal at the county and state aforesaid, this 22 day of October 2014.

  
 NOTARY PUBLIC, State of Florida



MONROE COUNTY  
OFFICIAL RECORDS



Prepared By & Return to:  
 Spottwood Law Firm  
 500 Fleming Street  
 Key West, FL 33040

Doc# 2038744  
 Bk# 2752 Pg# 1148

Doc# 2003978 11/03/2014 12:32PM  
 Filed & Recorded in Official Records of  
 MONROE COUNTY AMY HEAVILIN

Doc# 2003978  
 Bk# 2710 Pg# 1013

# JOINDER, CONSENT AND SUBORDINATION OF MORTGAGEE

THIS JOINDER, CONSENT AND SUBORDINATION OF MORTGAGEE made and entered into this 7<sup>th</sup> day of ~~September~~ October, 2014, by Wells Fargo Bank, N.A., a national banking association ("Mortgagee").

## WITNESSETH:

WHEREAS, Mortgagee is the owner and holder of that certain Modification of Mortgage, Notice of Future Advance and Consolidation Agreement dated November 28, 2007 and recorded in Official Records Book 2333, Page 1787 of the public records of Monroe County, Florida, a part of which is that certain Restated Mortgage, Assignment of Rents and Security Agreement dated November 28, 2007 (which begins on Page 1792), as amended by that certain Notice of Future Advances and Mortgage Modification Agreement dated as of July 1, 2013 and recorded in Official Records Book 2641, Page 913 of the public records of Monroe County, Florida (collectively and as the same may be amended, modified or supplemented from time to time, the "Mortgage"); and,

WHEREAS, the Mortgage encumbers the Servient Property described in this Grant of Easement by and between Old Town Key West Development, Ltd. and KW Zion, LLC ("Easement"), said Servient Property being more particularly described in Exhibit A of this Easement; and,

WHEREAS, Mortgagee has agreed to consent to the Easement to which this Consent is attached.

NOW, THEREFORE, Mortgagee agrees as follows:

1. Mortgagee does hereby consent to the terms, conditions and recordation of the Easement and agrees that the Mortgage is subordinate to the Easement.
2. This Consent shall apply and be effective solely to the matters described in the Easement and nothing herein contained shall otherwise affect, alter or modify in any manner whatsoever the terms and conditions, lien, operation, effect and priority of the Mortgage as to the land and improvements encumbered thereby.

{Signature Page(s) to Follow}

Doc# 2003978  
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IN WITNESS WHEREOF, Mortgagee has caused this instrument to be executed by its duly authorized officer the day and year first above written.

Witnesses:

[Signature]

Witness Signature

Print Name Juan Ratmloff

[Signature]

Witness Signature

[Signature]

Print Name

"Mortgagee": WELLS FARGO BANK, N.A.

By:

[Signature]

Print Name: Marinus Otte

As Its: Sr. Vice-President.

STATE OF FLORIDA )  
 ) SS.  
COUNTY OF MIAMI-DADE

BEFORE ME, ELISA ACOSTA, of the state and county mentioned, personally appeared MARINUS OTTE, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged such person to be Senior Vice Pres. of Wells Fargo Bank, N.A., and that such president or officer as such, executed the foregoing instrument for the purpose therein contained, by personally signing the name of the corporation as Sr. Vice Pres.

WITNESS my hand and seal, at office in Miami, FL this 7<sup>th</sup> day of October, 2014.

(NOTARY SEAL)



Elisa Acosta  
State of Florida  
My Commission Expires 3/11/2016  
Commission No. EE 155109

[Signature]

(Notary Signature)

ELISA ACOSTA

(Notary Name Printed)

NOTARY PUBLIC

Commission No. EE 155109

Doc# 2038744  
Bk# 2752 Pg# 1149

Doc# 2003978  
Bk# 2710 Pg# 1015

Doc# 2038744  
Bk# 2752 Pg# 1150

## EXHIBIT A TO EASEMENT

### Legal Description of Servient Property

On the Island of Key West, Monroe County, Florida, and being a part of Lot 3, in Square 61, according to a Map of the City of Key West, prepared by William A. Whitehead, delineated in February 1829, A.D., and being more particularly described as follows:

Commencing at the Intersection of the northeasterly Right-of-Way Line of Duval Street and the Southeasterly Right-of-Way Line of Southard Street; thence in a Southeasterly direction along the said Northeasterly Right-of-Way Line of Duval Street for 83.95 feet to the Point of Beginning; thence continue in a Southeasterly direction along the said Northeasterly Right-of-Way Line of Duval Street for 28.50 feet; thence at a right angle and in a Northeasterly direction for 78.58 feet; thence at an angle of 69°57'40" to the right and in a Northwesternly direction for 28.50 feet; thence at an angle of 90°02'20" to the right and in a Southwesterly direction for 78.56 feet to the said Northeasterly Right-of-Way Line of Duval Street and the Point of Beginning.

#### AND ALSO:


On the Island of Key West and being a part of Lot 3, Square 61, according to a map of the City of Key West by William A. Whitehead, delineated in February 1829, A.D., and being more particularly described as follows:

COMMENCING at the Intersection of the Northeasterly Right-of-Way Line of Duval Street and the Southeasterly Right-of-Way Line of Southard Street; thence in a Northeasterly direction along the said Southeasterly Right-of-Way Line of Southard Street for 125.00 feet to the Point of Beginning; thence continue in a Northeasterly direction along the said Southeasterly Right-of-Way Line of Southard Street for 45.28 feet; thence at a right angle and in a Southeasterly direction for 165.55 feet to the Northwesternly Right-of-Way Line of a public alley; thence at a right angle and in a Southwesterly direction along the said Northwesternly Right-of-Way Line of a public alley for 90.28 feet; thence at a right angle and in a Northwesternly direction for 32.00 feet; thence at a right angle and in a Southwesterly direction for 1.50 feet; thence at a right angle and in a Northwesternly direction for 92.05 feet; thence at a right angle and in a Northeasterly direction for 22.50 feet; thence at a right angle and in a Northwesternly direction for 7.50 feet; thence at a right angle and in a Northeasterly direction for 24.00 feet; thence at a right angle and in a Northwesternly direction for 34.00 feet to the said Southeasterly Right-of-Way Line of Southard Street and the Point of Beginning.

Doc# 2003978  
Bk# 2710 Pg# 1016

## EXHIBIT B TO EASEMENT

### Legal Description of Dominant Property

Doc# 2038744  
Bk# 2752 Pg# 1151 

#### **601 Duval Street, Key West, Florida:**

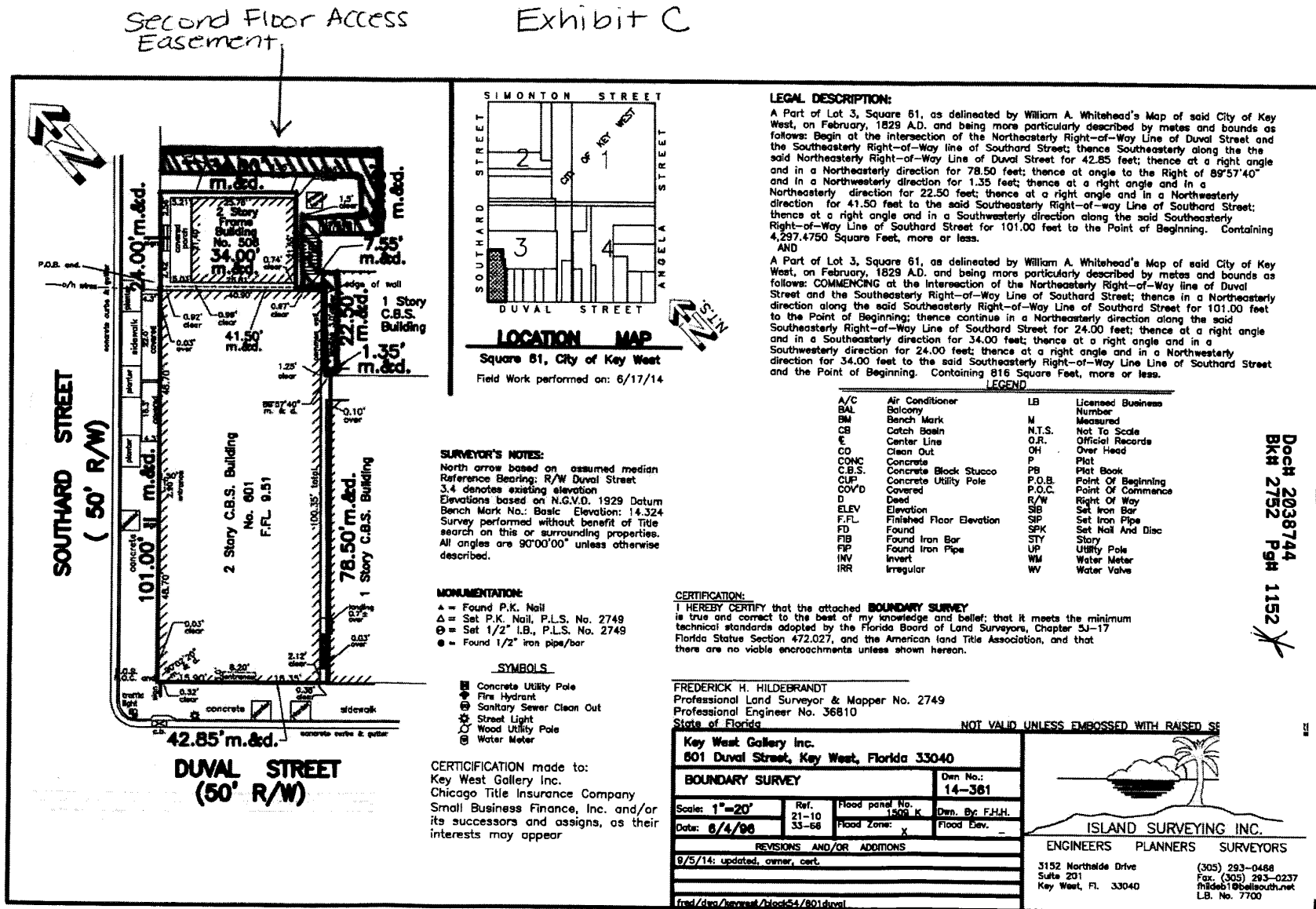
A Part of Lot 3, Square 61, as delineated by William A. Whitehead's Map of said City of Key West, on February, A.D. 1829, and being more particularly described by metes and bounds as follows: Begin at the intersection of the Northeasterly Right of Way Line of Duval and Street the Southeasterly Right of Way Line of Southard Street; thence Southeasterly along the Northeasterly Right of Way line of Duval Street for 42.85 feet; thence at a right angle and in a Northeasterly direction for 78.50 feet; thence at a right angle and in a Northwesterly direction 1.35 feet; thence at a right angle in a Northeasterly direction 22.50 feet; thence at a right angle and in a Northwesterly direction 41.50 feet to the said Southeasterly Right of Way Line of Southard Street; thence at a right angle and in a Southwesterly direction along the said Southeasterly Right of Way Line of Southard Street for 101.00 feet to the Point of Beginning.

#### **AND ALSO**

A Part of Lot 3, Square 61, as delineated by William A. Whitehead's Map of said City of Key West, on February, 1829 A.D. and being more particularly described by metes and bounds as follows: COMMENCING at the intersection of the Northeasterly Right of Way Line of Duval and Street the Southeasterly Right of Way Line of Southard Street; thence in a Northeasterly direction along the said Southeasterly Right of Way Line of Southard Street for 101.00 feet to the Point of Beginning; thence continue in a Northeasterly direction along the said Southwesterly Right of Way Line of Southard Street for 24.00 feet; thence at a right angle and in a Southeasterly direction for 34.00 feet; thence at a right angle and in a Southwesterly direction for 24.00 feet; thence at a right angle and in a Northwesterly direction for 34.00 feet to the said Southeasterly Right of Way Line of Southard Street and the Point of Beginning.

Doc# 2003978  
Bk# 2710 Pg# 1017

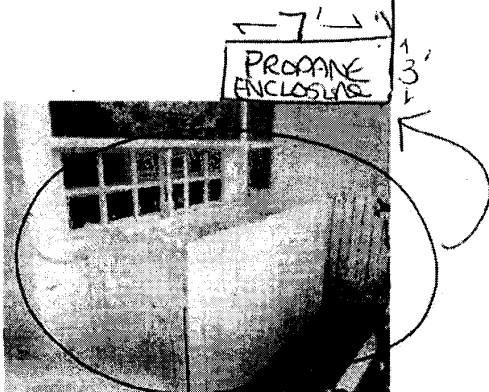
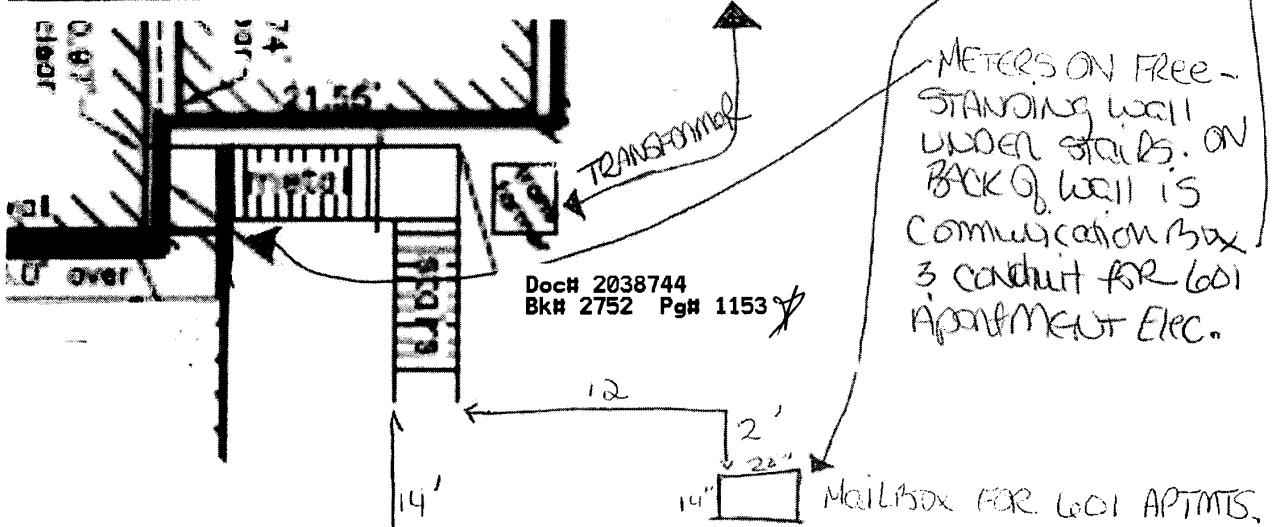
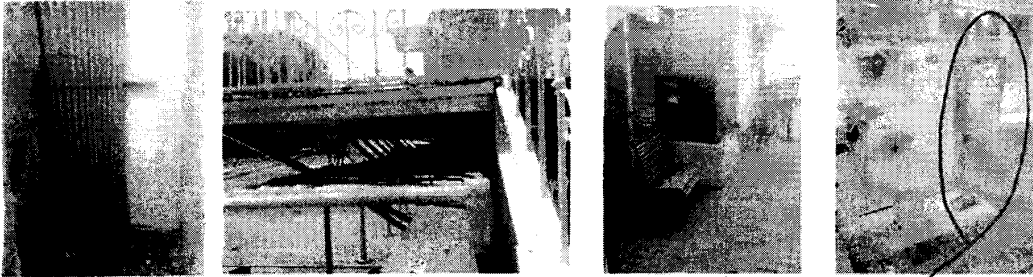
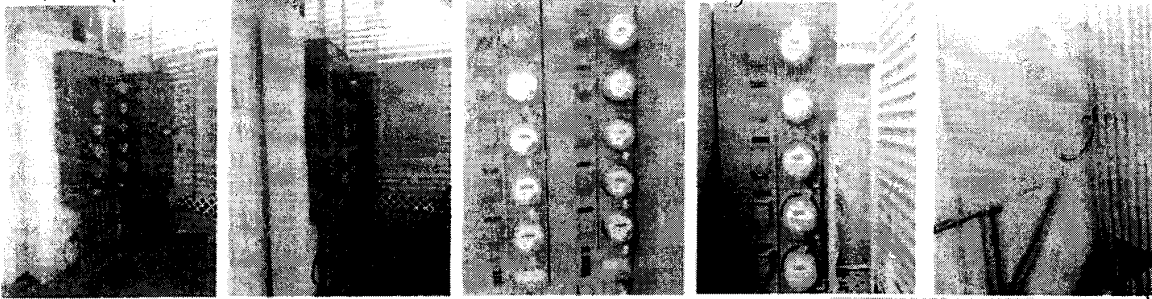
Doc# 2038744  
Bk# 2752 Pg# 1152





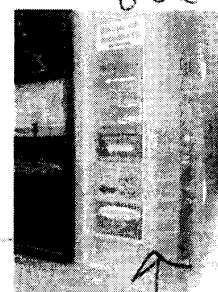
Doc# 2003978  
Bk# 2710 Pg# 1018

Exhibit D  
ELECTRIC METERS for 601 Duval AND Key Lime Square.



FOR 601 Duval #4  
PROPANE ENCLOSURE

SIGNAGE ON CORNER of Duval's

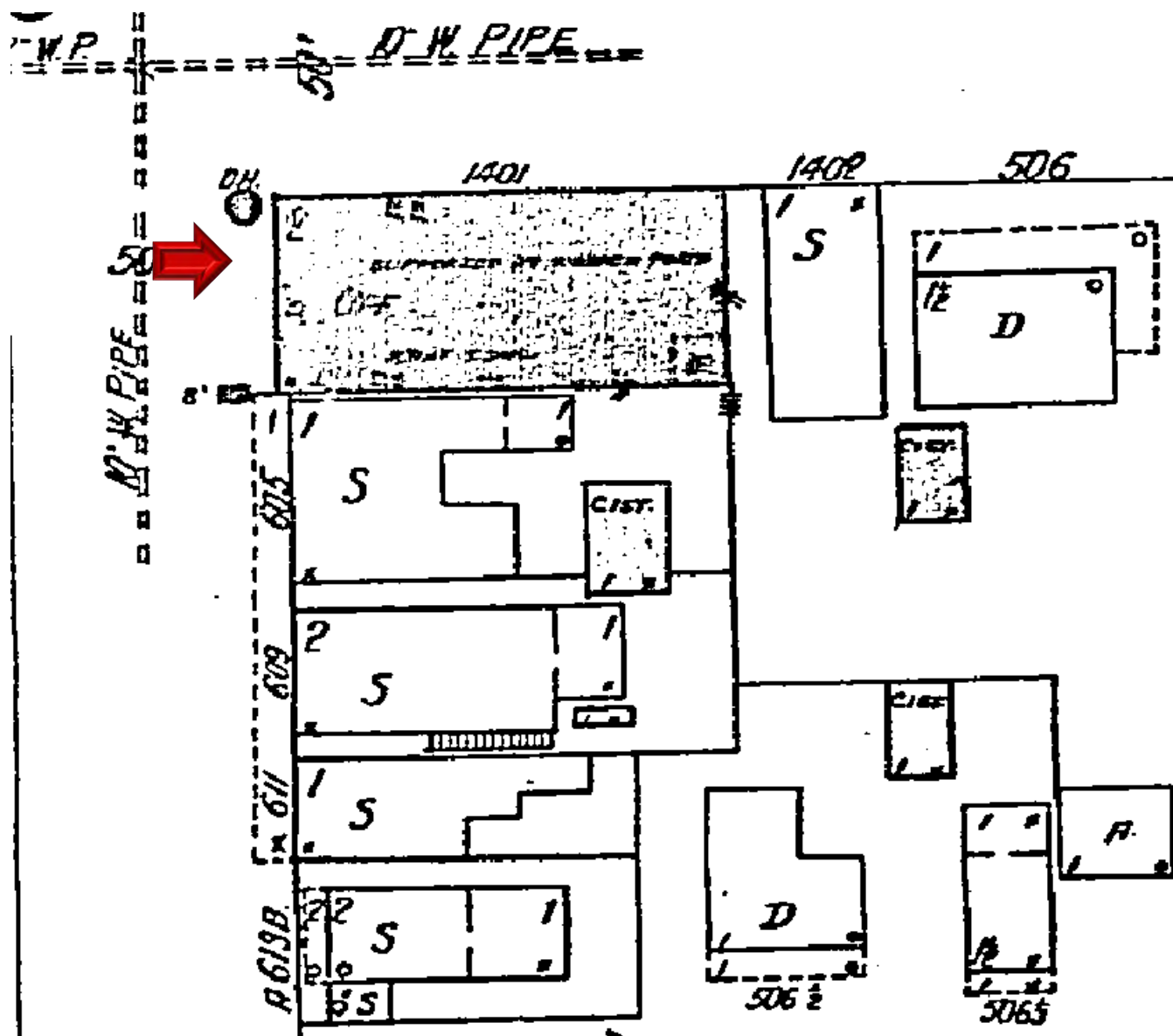


Southland  
Seller  
would  
RETAIN  
Right to  
2 of 5  
signs

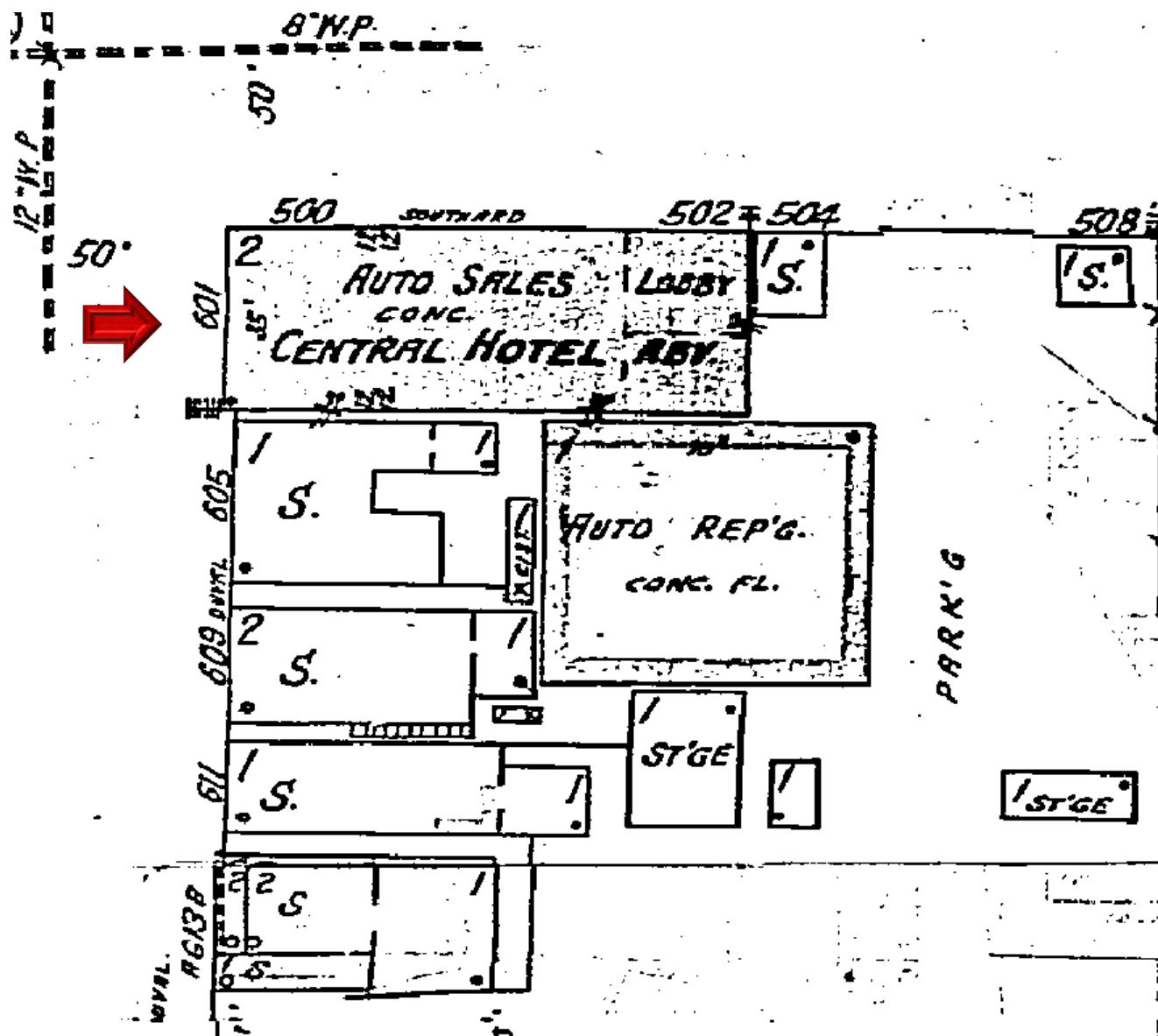
MONROE COUNTY  
OFFICIAL RECORDS

MONROE COUNTY  
OFFICIAL RECORDS

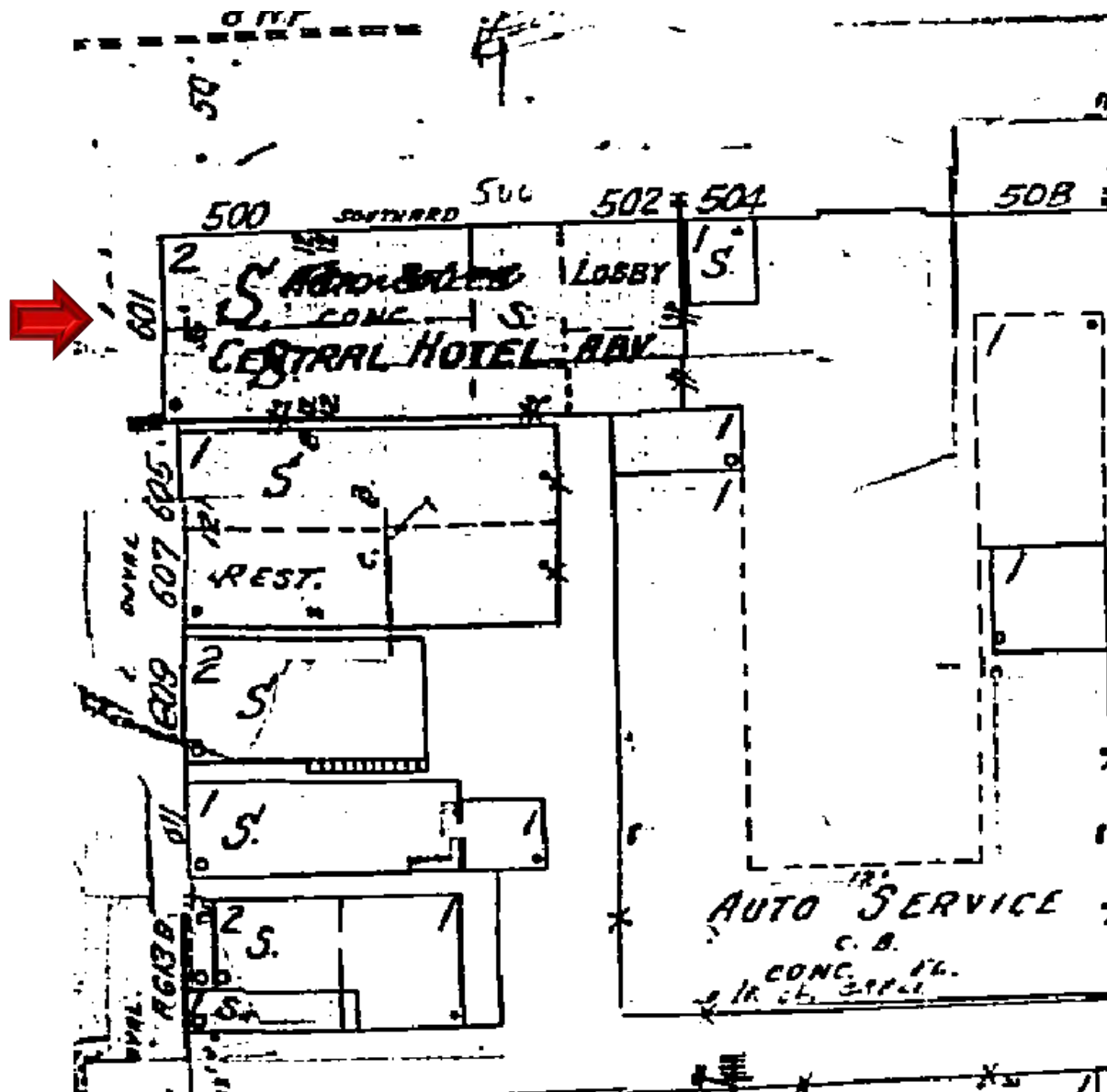
# SANBORN MAPS



1926 Sanborn map



1948 Sanborn map



1962 Sanborn map



# PROJECT PHOTOS



**Early 1920's, the Strand Building at front left. Monroe County Library.**



**Circa 1920's. Monroe County Library.**





Corner of Duval and Southard Streets. Monroe County Library.



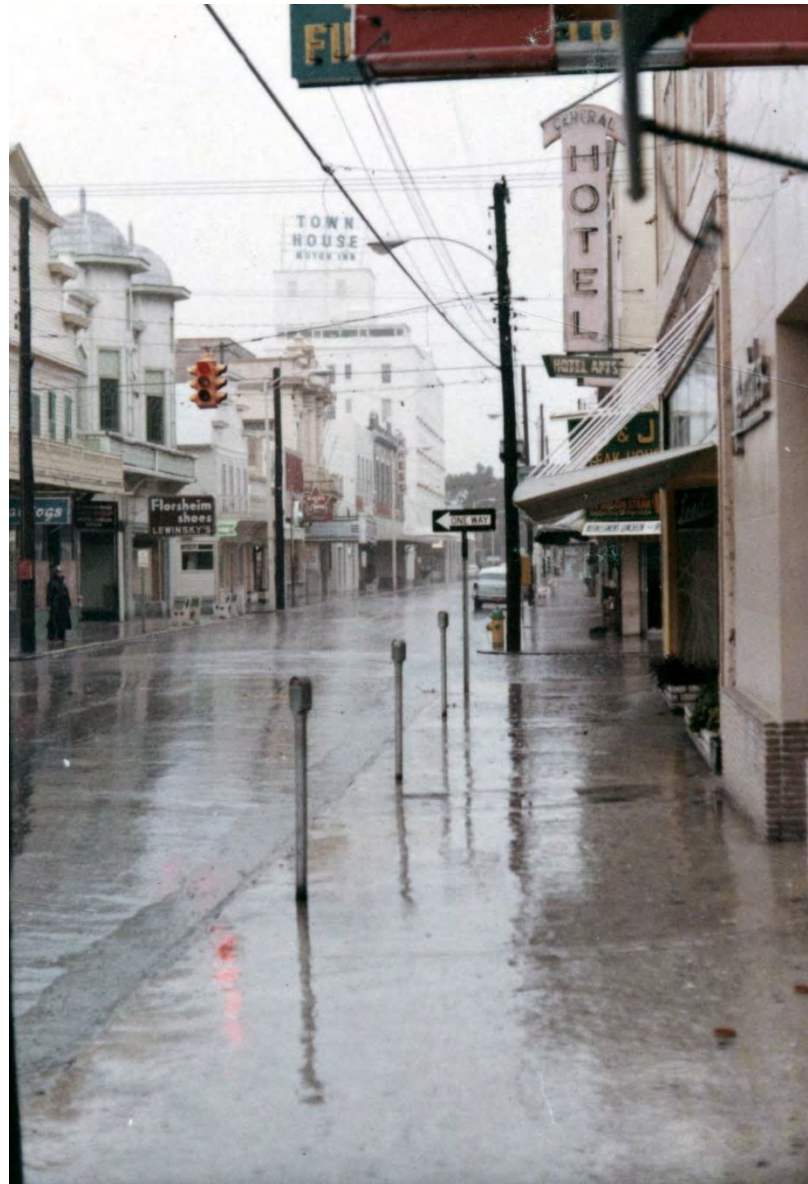


Duval and corner of Southard. Monroe County Library.





**601 Duval Street circa 1965. Monroe County Library.**



1973 from the archives of Edwin O. Swift III. Monroe County Library





1973 from the archives of Edwin O. Swift III. Monroe County Library





1973 from the archives of Edwin O. Swift III. Monroe County Library



**600 block Duval Street circa 1980. Monroe County Library.**





**600 block Duval Street circa 1980. Monroe County Library.**









Ocean  
Sotheby's  
INTERNATIONAL REALTY

KEY WEST

GALLERY

MAX

MEET THE ARTIST  
LISA & D. AFR  
September 10





Ocean  
Sotheby's  
INTERNATIONAL REALTY

KEY WEST  
GALLERY

KEY WEST

GALLERY

Peter MAX

ONE WAY

PAY TO PARK  
IN THIS BLOCK  
PAY STATION  
WID BLUICK  
C

WZ's  
305-296-4445/4448

WZ's  
305-296-4445/4448













601 DUNN  
1st floor  
2nd floor  
3rd floor  
4th floor  
5th floor









601 DUVAL





# SURVEY



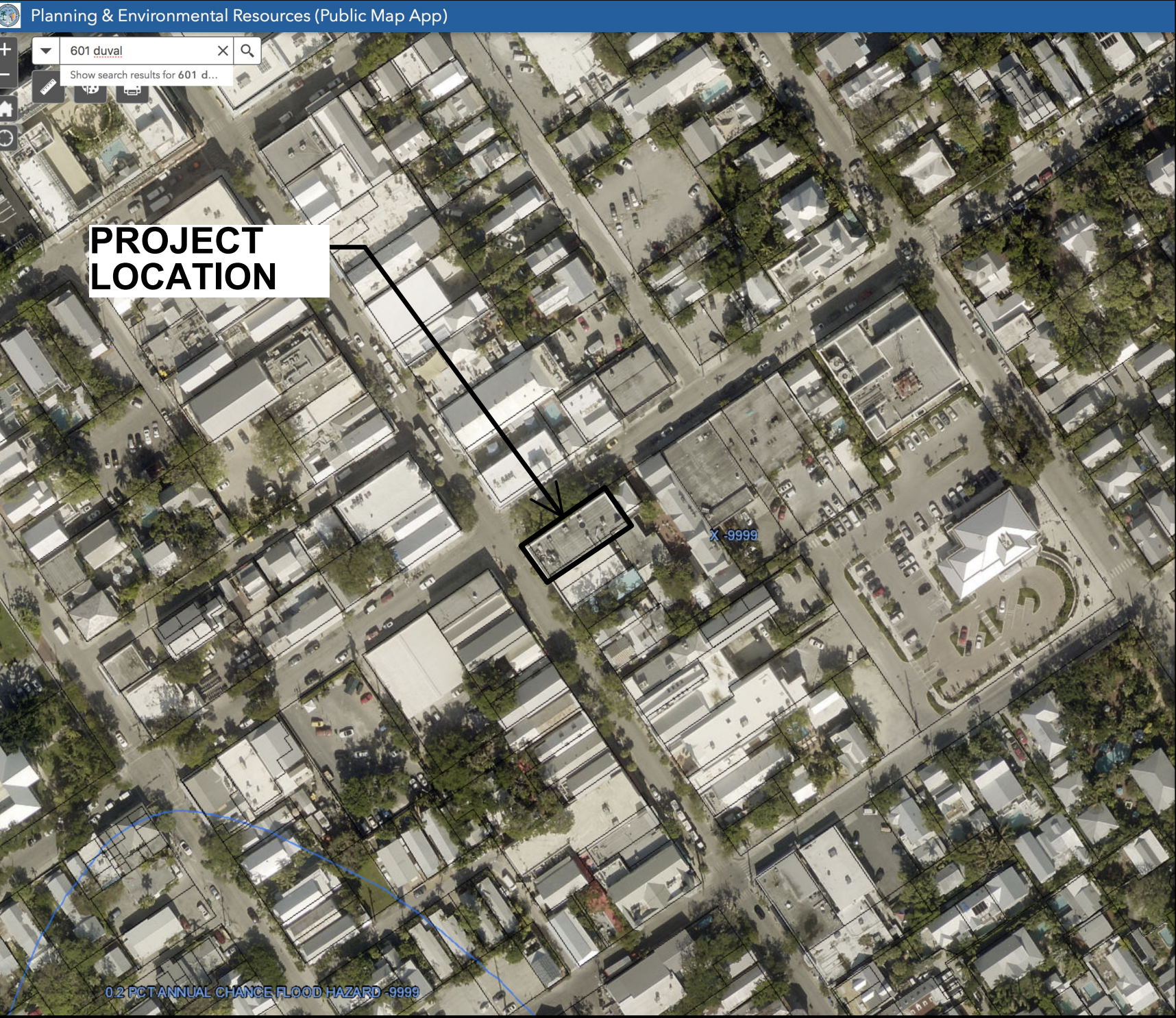
# PROPOSED DESIGN



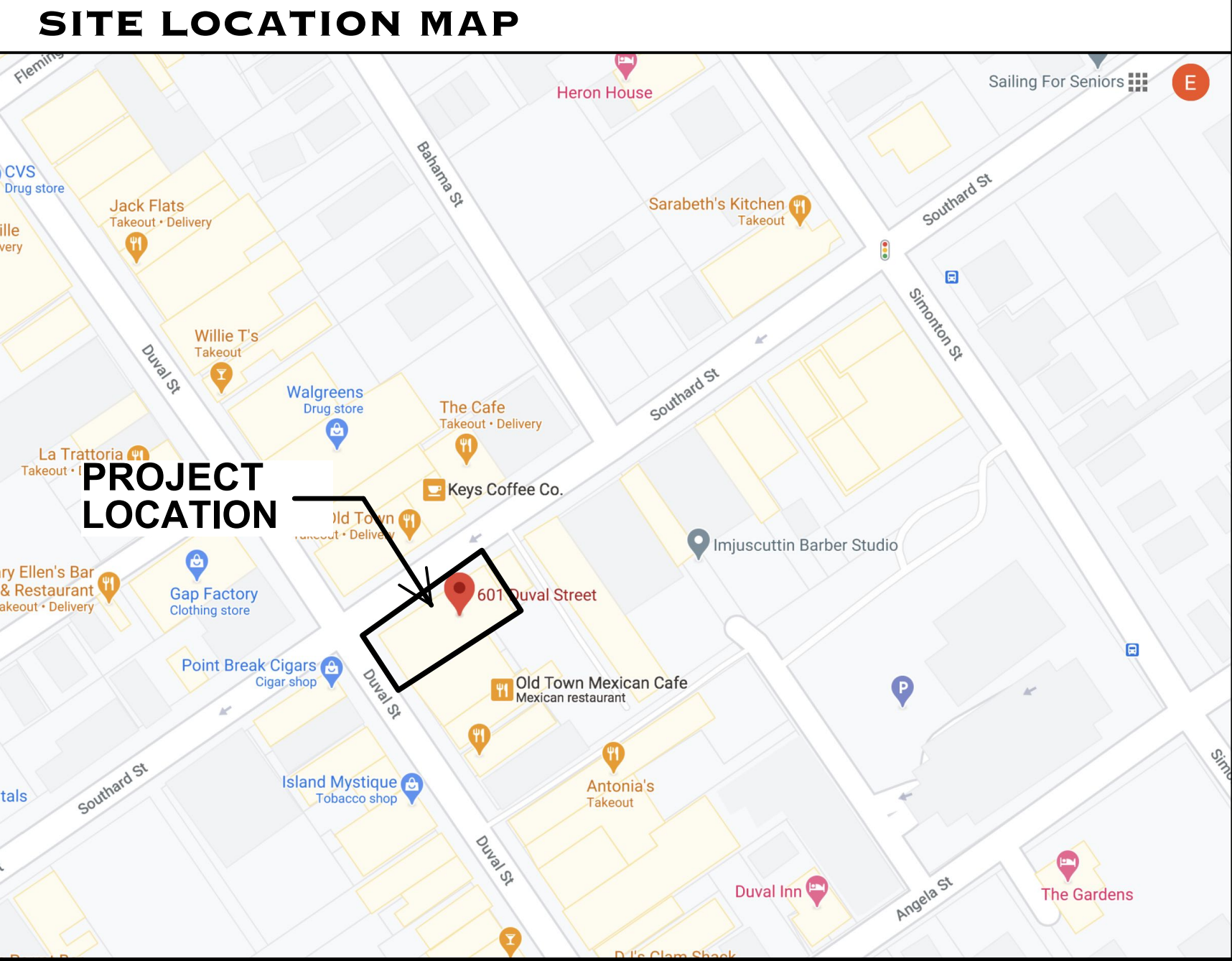
S I T E   D A T A 601 DUVAL STREET

ITEM	EXISTING	REQ. PER LDR	PROPOSED	REMARK
DISTRICT	HRCC-3	HRCC-3	HRCC-3	NO CHANGE
SITE AREA			EXISTING	NO CHANGE
LOT SIZE	SEE SURVEY		EXISTING	NO CHANGE
IMPERVIOUS			EXISTING	NO CHANGE
OPEN SPACE			EXISTING	NO CHANGE
BUILDING COV.			EXISTING	NO CHANGE
ACCESSORY STRUCTURE REAR YARD COV.			EXISTING	NO CHANGE
FRONT YARD 50% GREEN SPACE COV.			EXISTING	NO CHANGE
SETBACKS				
FRONT SETBACK			EXISTING	NO CHANGE
REAR SETBACK			EXISTING	NO CHANGE
WEST SIDE SETBACK			EXISTING	NO CHANGE
EAST SIDE SETBACK			EXISTING	NO CHANGE
BUILDING HEIGHT			EXISTING	NO CHANGE

FEMA MAP FLOOD ZONE X



601 DUVAL STREET  
KEY WEST , FL 33040



DESIGN NOTES:

GENERAL NOTES:

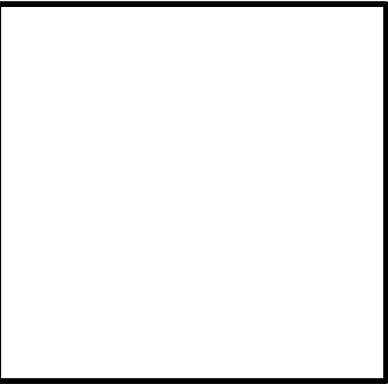
- DO NOT SCALE ANY DRAWING.
- WRITTEN DIMENSIONS HAVE PRECEDENCE OVER SCALED DIMENSIONS. LARGER SCALE DETAILS HAVE PRECEDENCE OVER SMALLER SCALE DETAILS. ANY DISCREPANCIES ARE TO REPORTED TO ARCHITECT PRIOR TO CONSTRUCTION.
- CONSULT THE ARCHITECT IN THE EVENT ANY ITEM OF WORK NECESSARY FOR THE PROPER COMPLETION OF THE PROJECT IS NOT SPECIFICALLY COVERED IN THE DRAWINGS.
- ALL WORK SHALL BE OF SUPERIOR QUALITY PERFORMED IN A MANNER CONSISTENT WITH INDUSTRY STANDARDS, ALL BUILDING CODE REQUIREMENTS AND IN A PROFESSIONAL MANNER BY MECHANICS SKILLED AND LICENSED IN THEIR RESPECTIVE TRADES.
- ALL MANUFACTURED ARTICLES, MATERIALS AND EQUIPMENT SHALL BE APPLIED, INSTALLED, ERECTED AND CONNECTED IN ACCORDANCE WITH MANUFACTURER'S DIRECTIONS AND RECOMMENDATIONS.
- ANY DISCREPANCIES BETWEEN DRAWINGS, LOCAL CODES, BUILDING INSPECTOR REQUIREMENTS AND/OR EXISTING CONDITIONS SHALL BE REFERRED TO THE ARCHITECT FOR RESOLUTION. ALL DIMENSIONS AND CONDITIONS OF EACH TRADE ARE TO BE VERIFIED PRIOR TO COMMENCEMENT OF CONSTRUCTION OR THE WORK OF EACH SPECIFIC TRADE.
- ALL WORK SHALL CONFORM TO THE REQUIREMENTS OF MUNICIPAL, LOCAL, FEDERAL AND STATE LAWS, AS WELL AS ANY OTHER GOVERNING REQUIREMENTS, AND CONVENTIONAL GUIDELINES, WHETHER OR NOT SPECIFIED ON THE DRAWINGS.
- ALL DAMAGED AND DEFECTIVE MATERIAL AND WORKMANSHIP IN CONNECTION WITH THE WORK SHALL BE REMOVED, REPLACED, AND RECTIFIED.
- ALL LEGALLY REQUIRED APPROVALS AND PERMITS NECESSARY FOR THE EXECUTION AND COMPLETION OF THE WORK SHALL BE OBTAINED.
- ALL TIE-INS AND UTILITY SERVICES ARE TO BE COORDINATED WITH THE RESPECTIVE UTILITY COMPANY.
- ALL CONSTRUCTION DEBRIS SHALL BE REMOVED PRIOR TO THE COMPLETION OF THE PROJECT.
- ALL EXISTING TREES, SHRUBS, VEGETATION, AND LANDSCAPE ELEMENTS OR FEATURES ADJACENT TO AND IN THE VICINITY OF THE BUILDING AND STAGING AREAS SHALL BE PROTECTED DURING THE ENTIRE PERIOD OF CONSTRUCTION.
- ANY REVISIONS MUST BE APPROVED BY: ARCHITECT PRIOR TO TO CONSTRUCTION.
- ALL DRAWINGS, SPECIFICATIONS AND RELATED DOCUMENTS ARE THE COPYRIGHT PROPERTY OF THE ARCHITECT AND ENGINEER. DRAWINGS, SPECIFICATIONS AND RELATED DOCUMENTS ARE FOR USE ON THIS PROJECT ONLY AND USE OR REPRODUCTION OF A PART OR WHOLE IS FORBIDDEN WITHOUT THE ARCHITECT'S AND ENGINEER'S WRITTEN PERMISSION THIS DRAWING IS NOT TO BE USED FOR CONSTRUCTION UNTIL SEALED AND SIGNED BY THE ARCHITECT/ENGINEER.

DRAWING SCHEDULE:	
T1.1	TITLE, SITE DATA & PROJECT INFO
C1.0	EXISTING SURVEY
C1.1	ARCHITECTURAL SITE PLAN
EX1.1	EXISTING 1ST FLOOR & MEZZANINE PLANS
EX1.2	EXISTING 2ND FLOOR & ROOF PLANS
EX1.3	EXISTING ELEVATIONS
EX1.4	EXISTING ELEVATIONS
EX1.5	EXISTING SECTIONS
A1.1A	PROPOSED FIRST FLOOR
A1.2A	PROPOSED SECOND FLOOR
A3.1A	PROPOSED ELEVATIONS
A3.2A	PROPOSED ELEVATIONS
SCOPE OF WORK:	
REPLACE EXISTING WINDOWS & DOORS, AND REPAIR EXISTING CRACKS & SPALLING AT ENITRE BUILDING. NEW STUCCO AT EXTERIOR WALLS AND REPLACE EXISTING ROOF. NEW EGRESS FIRE STAIR AND NEW RAILING & REPAIR EXISTING BACK STAIR AS REQUIRED.	

T.S. NEAL  
ARCHITECTS INC.

22974 OVERSEAS HWY  
CUDJOE KEY, FL  
33042

305-340-8857  
251-422-9547



601 DUVAL STREET  
KEY WEST, FL 33040

DRAWING TITLE:  
TITLE & PROJECT  
INFORMATION

DRAWN: TSN & EDSA  
CHECKED: -  
DATE: 09-29-20

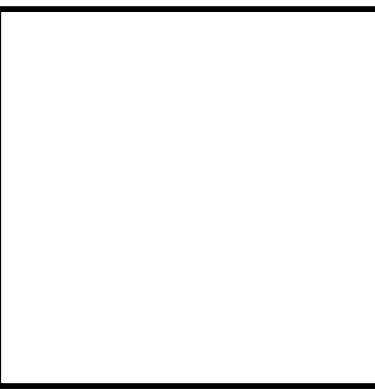
REVISION #    DATE

T1.1  
SHEET #

T S N

T. S. NEAL ARCHITECTS, INC.





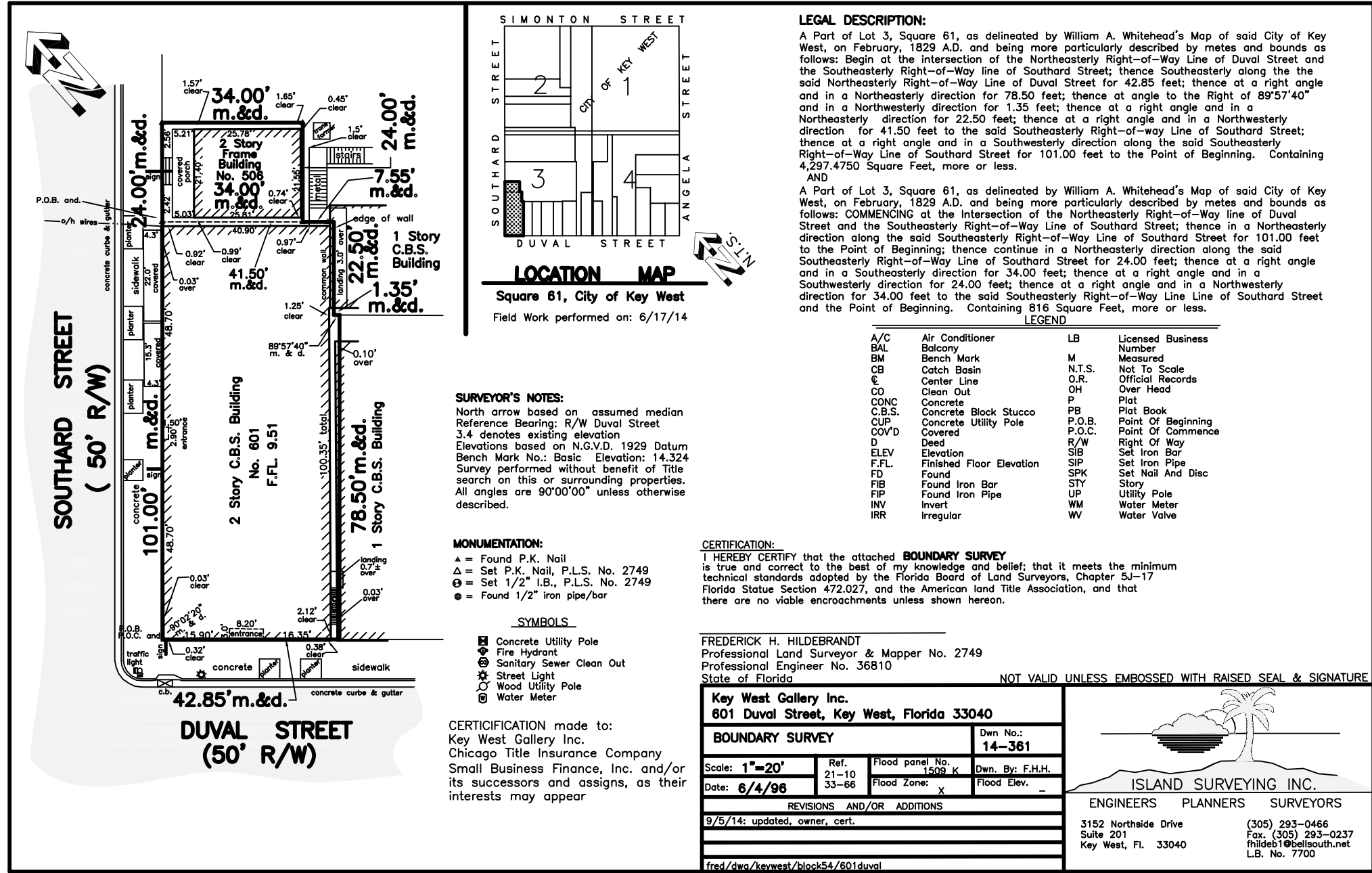
601 DUVAL STREET  
KEY WEST, FL 33040

DRAWING TITLE:  
EXISTING SURVEY

DRAWN: TSN & EDSA  
CHECKED: -  
DATE: 09-29-20

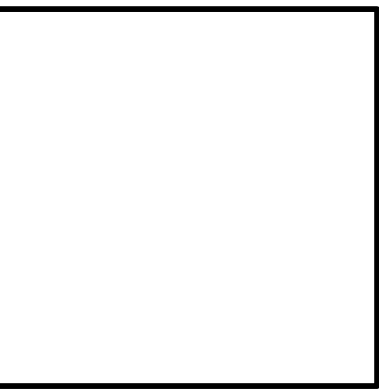
REVISION #	DATE

C1.0  
SHEET #



SURVEY PROVIDED BY OWNER





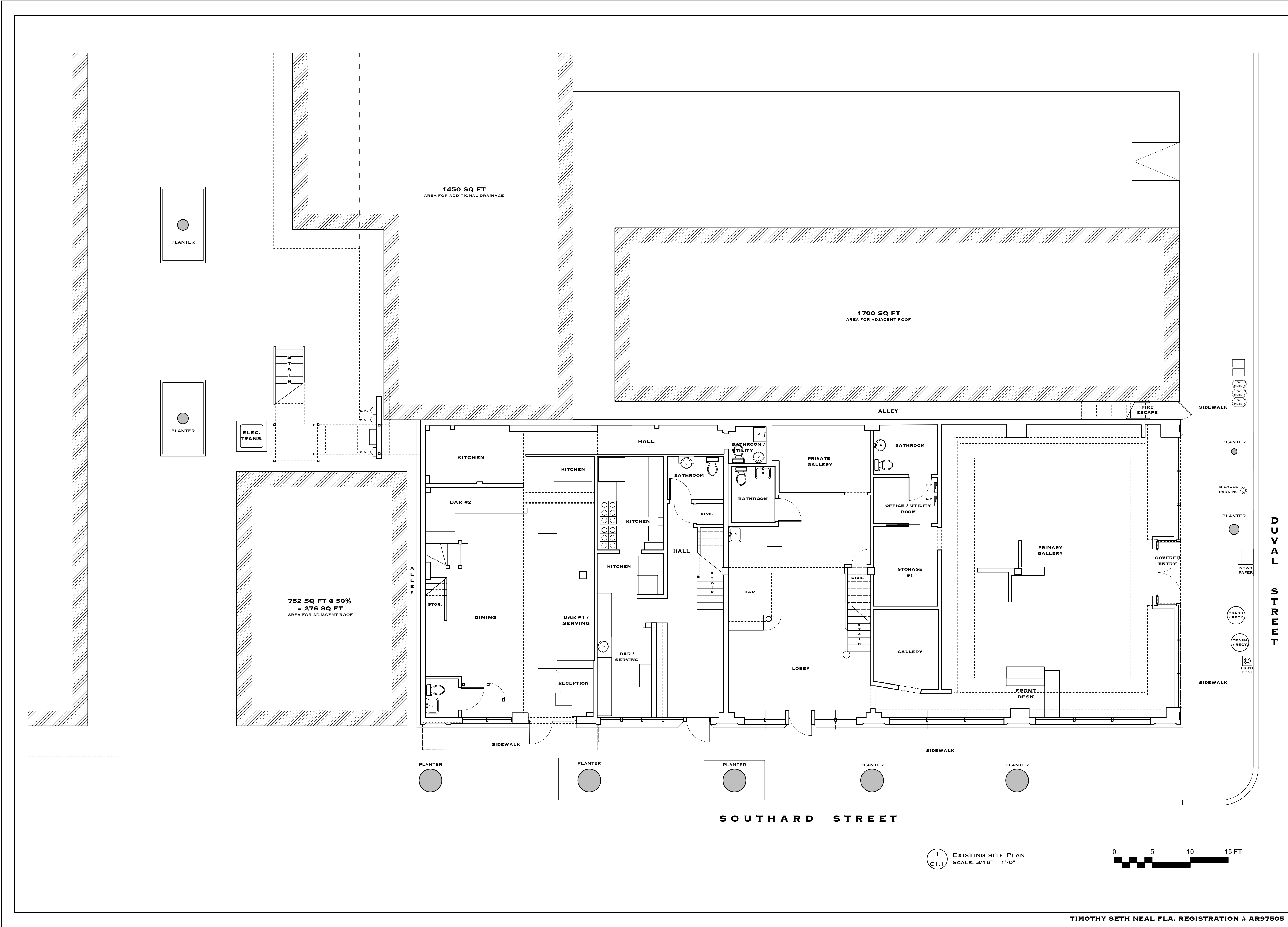
**601 DUVAL STREET**  
KEY WEST, FL 33040

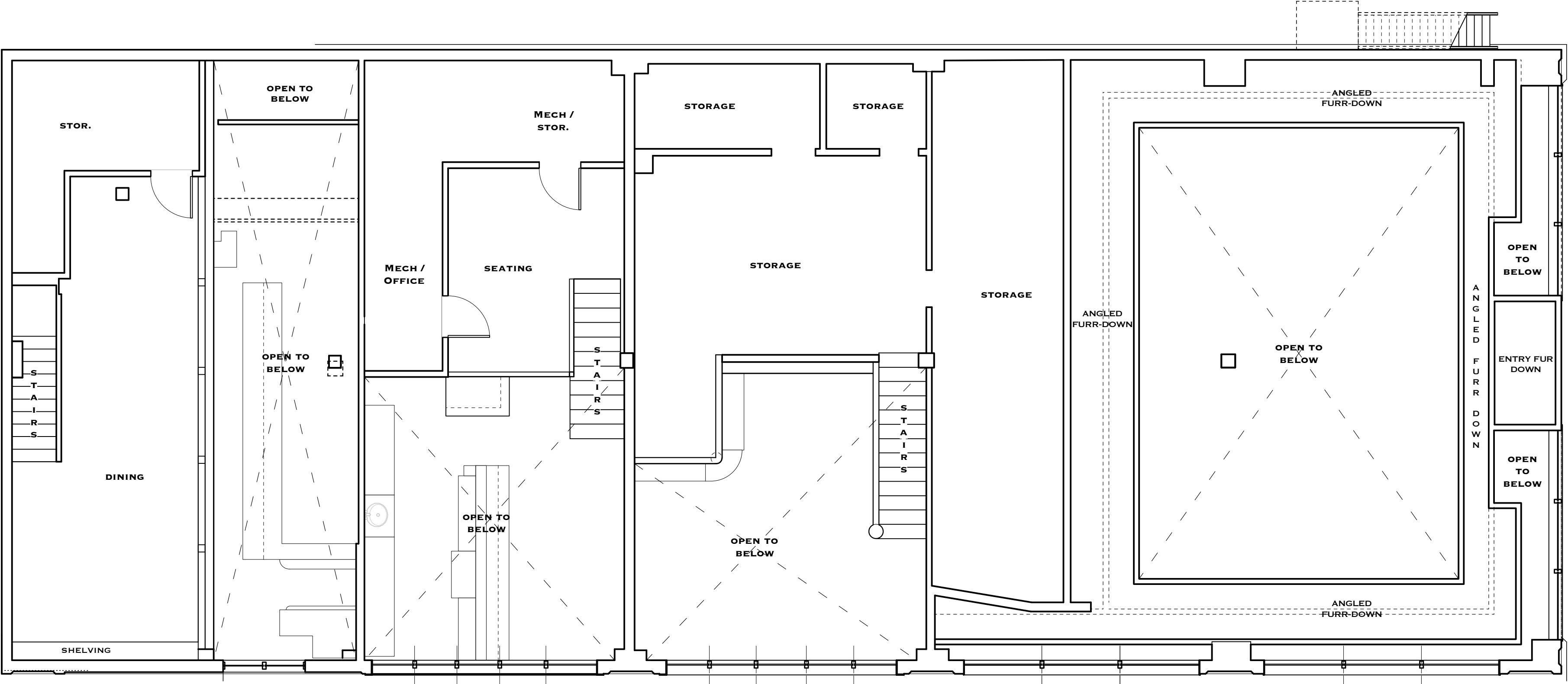
**DRAWING TITLE:**  
EXISTING ARCHITECTURAL  
SITE PLAN

**DRAWN:** TSN & EDSA  
**CHECKED:** -  
**DATE:** 09-29-20

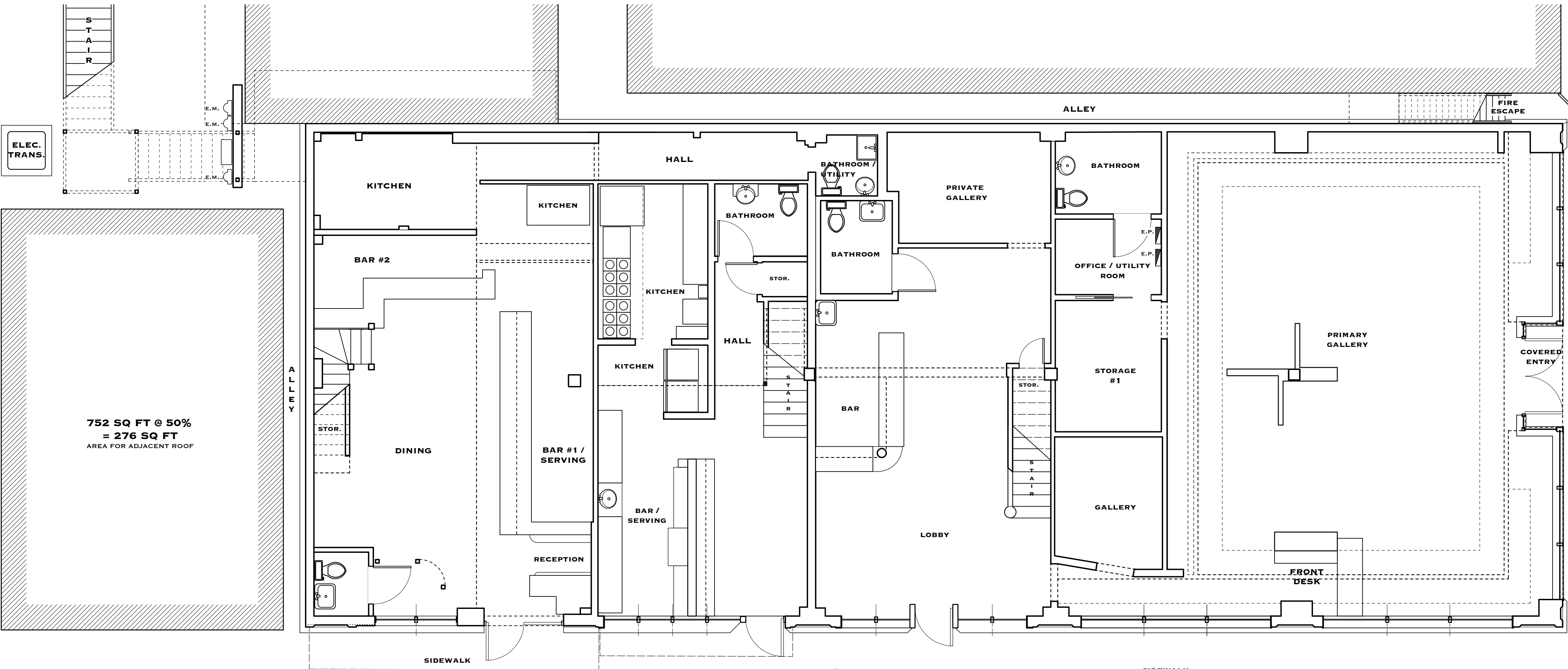
REVISION #	DATE

**C1.1**  
SHEET #





2 EXISTING MEZZANINE PLAN  
SCALE: 3/16" = 1'-0"



1 EXISTING 1ST FLOOR PLAN  
SCALE: 3/16" = 1'-0"



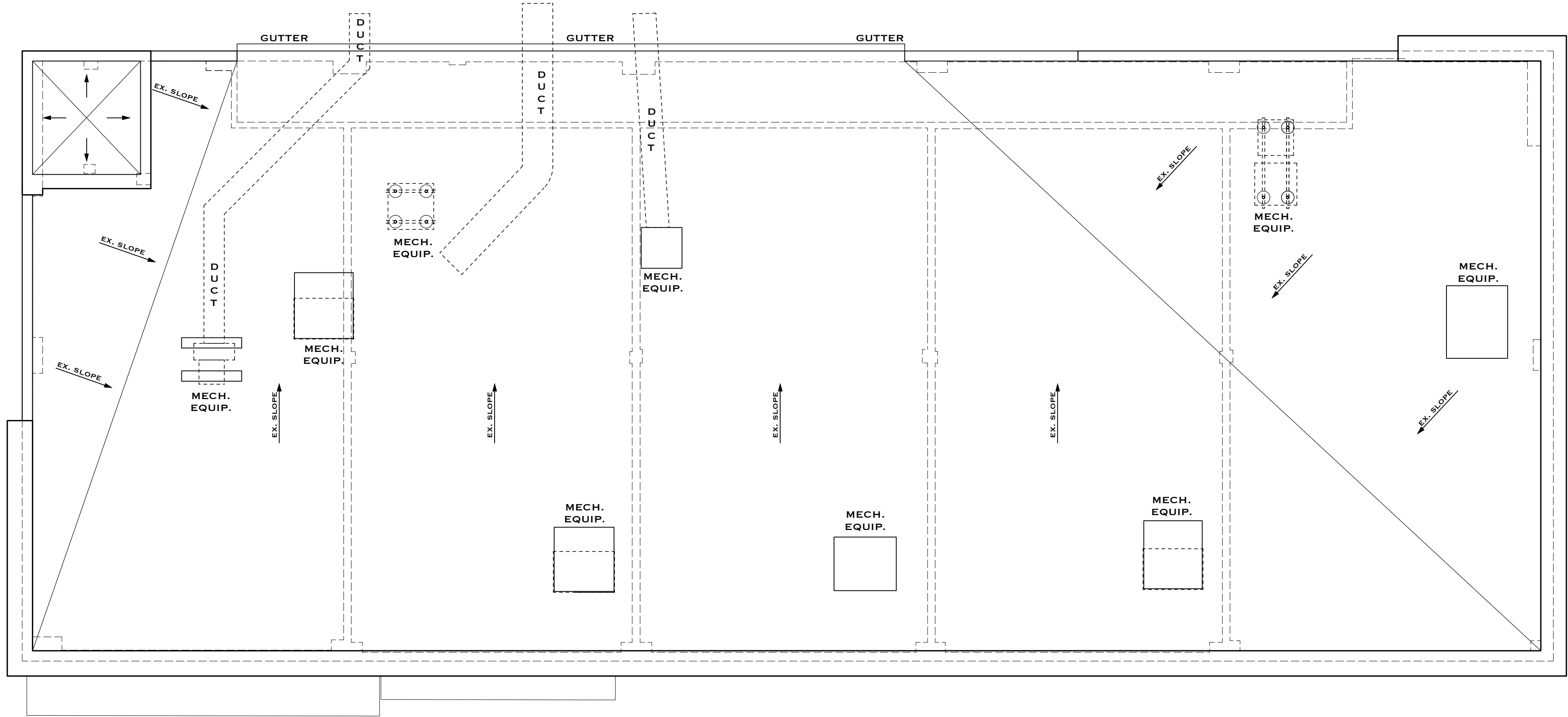
601 DUVAL STREET  
KEY WEST, FL 33040

DRAWING TITLE:  
EXISTING ROOF PLAN

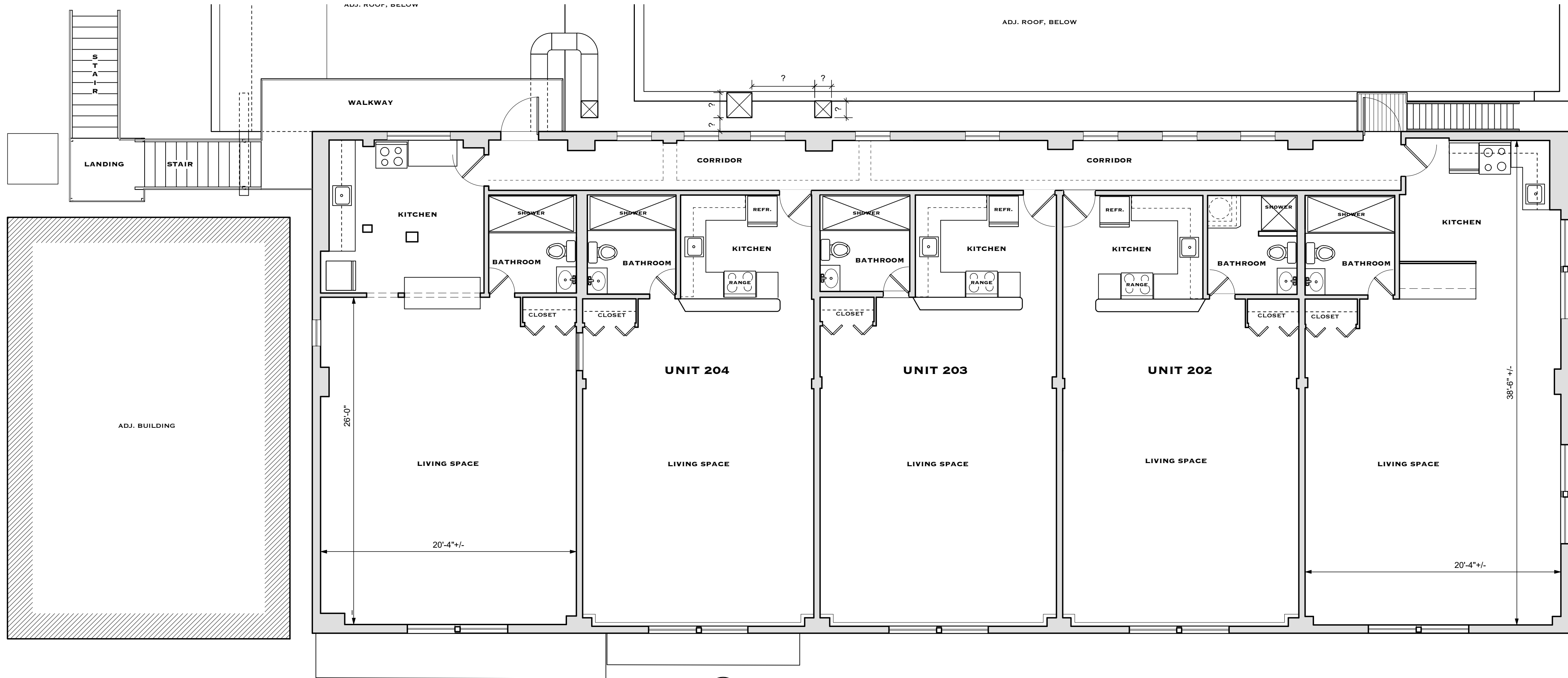
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DATE: 09-29-20

REVISION #	DATE

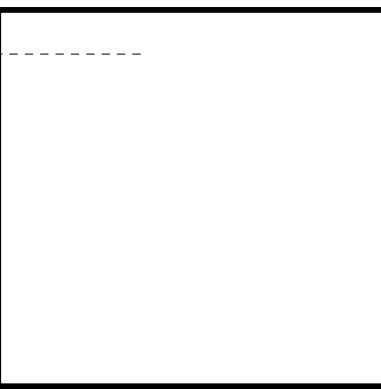
EX1.2  
SHEET #



2 EXISTING ROOF PLAN  
EX1.2 SCALE: 3/16" = 1'-0"



2 EXISTING 2ND FLOOR PLAN  
EX1.2 SCALE: 3/16" = 1'-0"



601 DUVAL STREET  
KEY WEST, FL 33040

DRAWING TITLE:  
EXISTING ELEVATIONS

DRAWN: TSN & EDSA  
CHECKED: -  
DATE: 09-29-20

REVISION #	DATE

**EX1.3**  
SHEET #



1  
EX1.3  
EXISTING ELEVATION - SOUTHARD STREET  
SCALE: 1/4" = 1'-0"



2  
EX1.3  
EXISTING ELEVATION - DUVAL STREET  
SCALE: 1/4" = 1'-0"



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33042

305-340-8857  
251-422-9547

501 DUVAL STREET  
KEY WEST, FL 33040

K

**DRAWING TITLE:**  
**EXISTING ELEVATIONS**

**DRAWN: TSN & EDSA**  
**CHECKED: .**  
**DATE: 09-29-20**

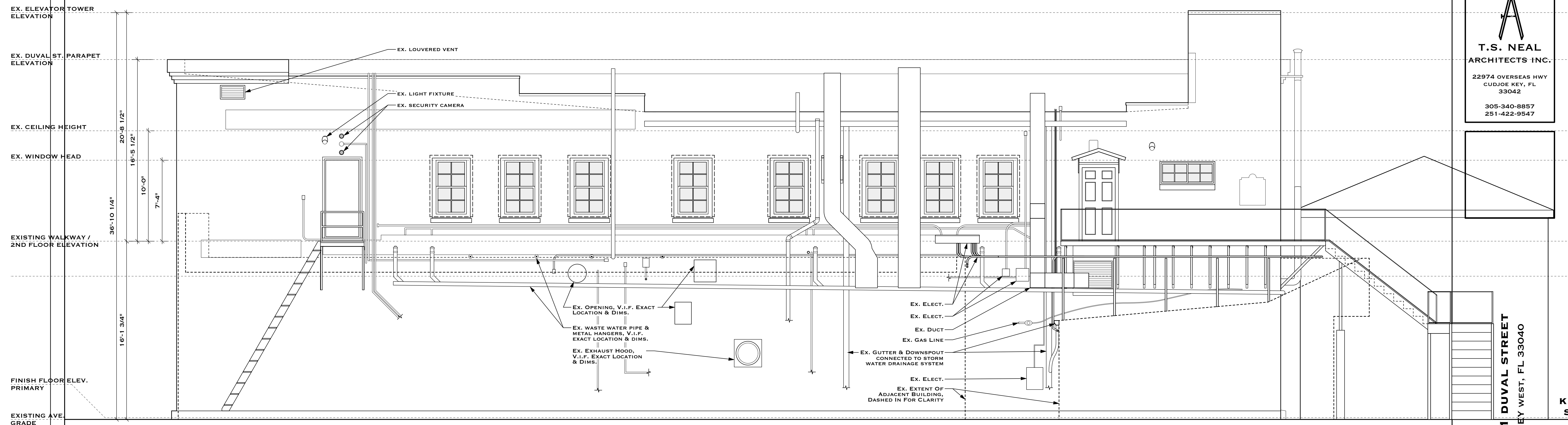
REVISION #	DATE
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**EX1.4**  
SHEET #



T. S. NEAL ARCHITECTS, INC.

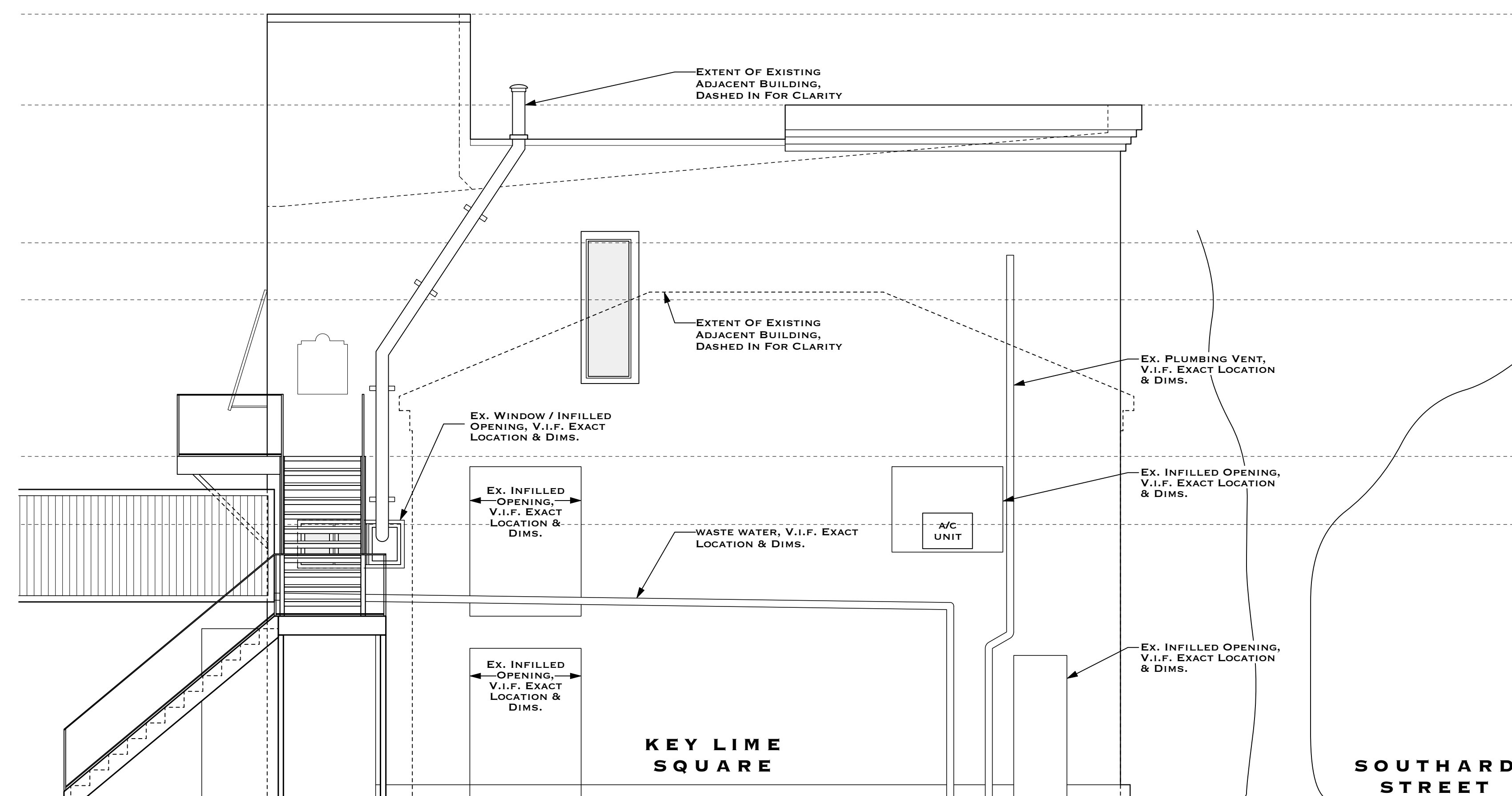
**TIMOTHY SETH NEAL FLA. REGISTRATION # AR97505**



**NOTE:**  
ELEVATIONS PROVIDED ARE DIAGRAMMATICAL IN NATURE AND DO NOT REFLECT THE EXACT LOACTIONS, AMOUNTS, OR LENGTHS.  
FEILD VERIFY ALL DIMENSIONS & LOCATIONS OF EXISTING EQUIP., ELECTRICAL, PLUMBING, VENTS, DUCTS, ETC.


1  
EX 1.4

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

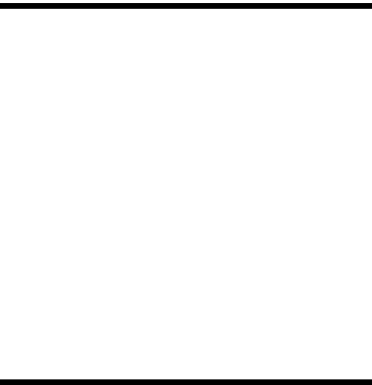


**NOTE:**  
ELEVATIONS PROVIDED ARE DIAGRAMMATICAL IN NATURE AND DO NOT REFLECT THE EXACT LOCATIONS, AMOUNTS, OR LENGTHS. FIELD VERIFY ALL DIMENSIONS & LOCATIONS OF EXISTING EQUIP., ELECTRICAL, PLUMBING, VENTS, DUCTS, ETC.

2 EXISTING ELEVATION - KEYLINE SQUARE  
EX 1.4 SCALE: 1/4" = 1'-0"



T. S. NEAL ARCHITECTS, INC.



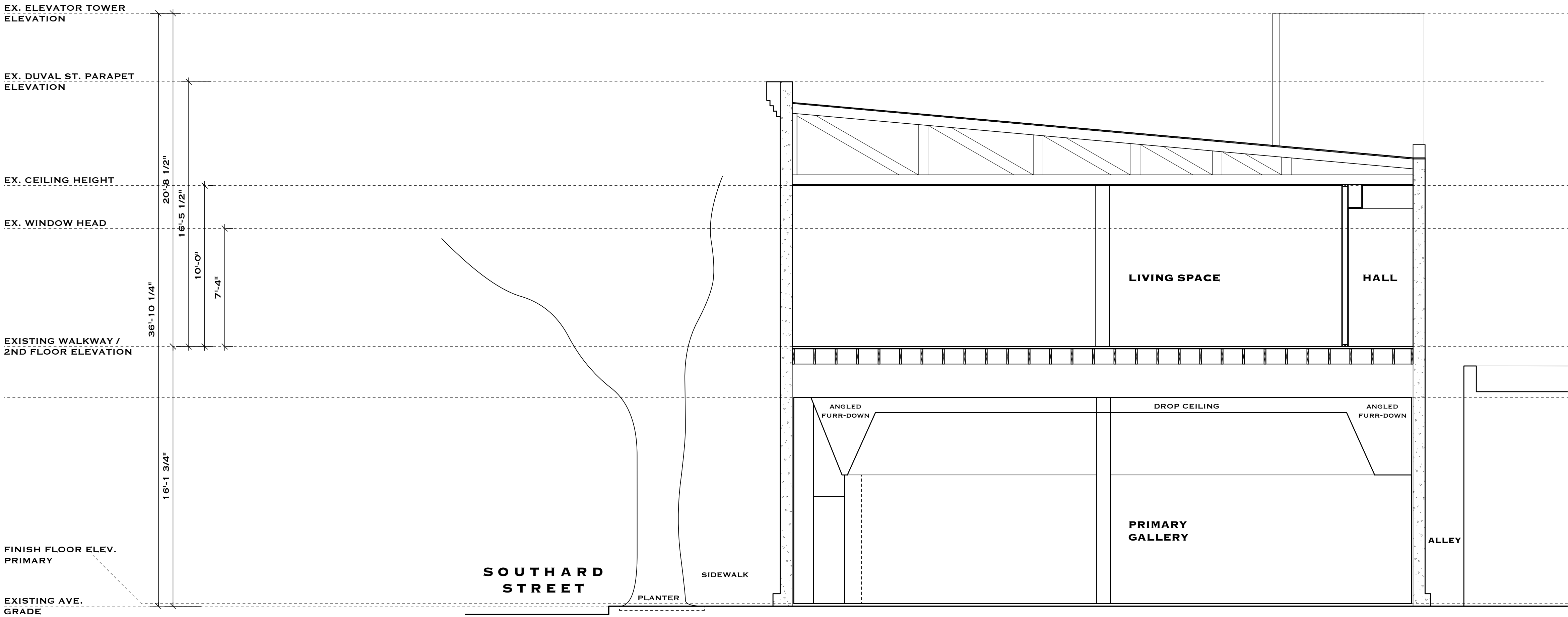
601 DUVAL STREET  
KEY WEST, FL 33040

DRAWING TITLE:  
EXISTING SECTIONS

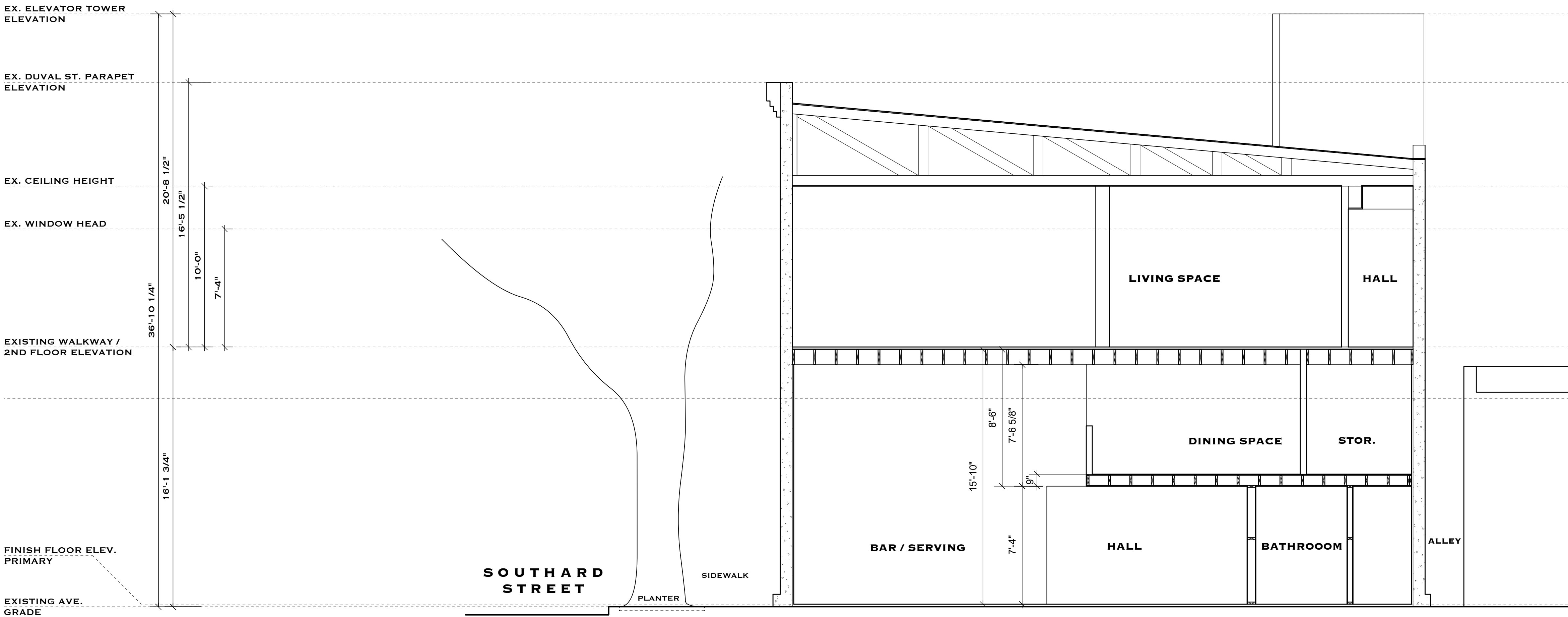
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CHECKED: -  
DATE: 09-29-20

REVISION #	DATE

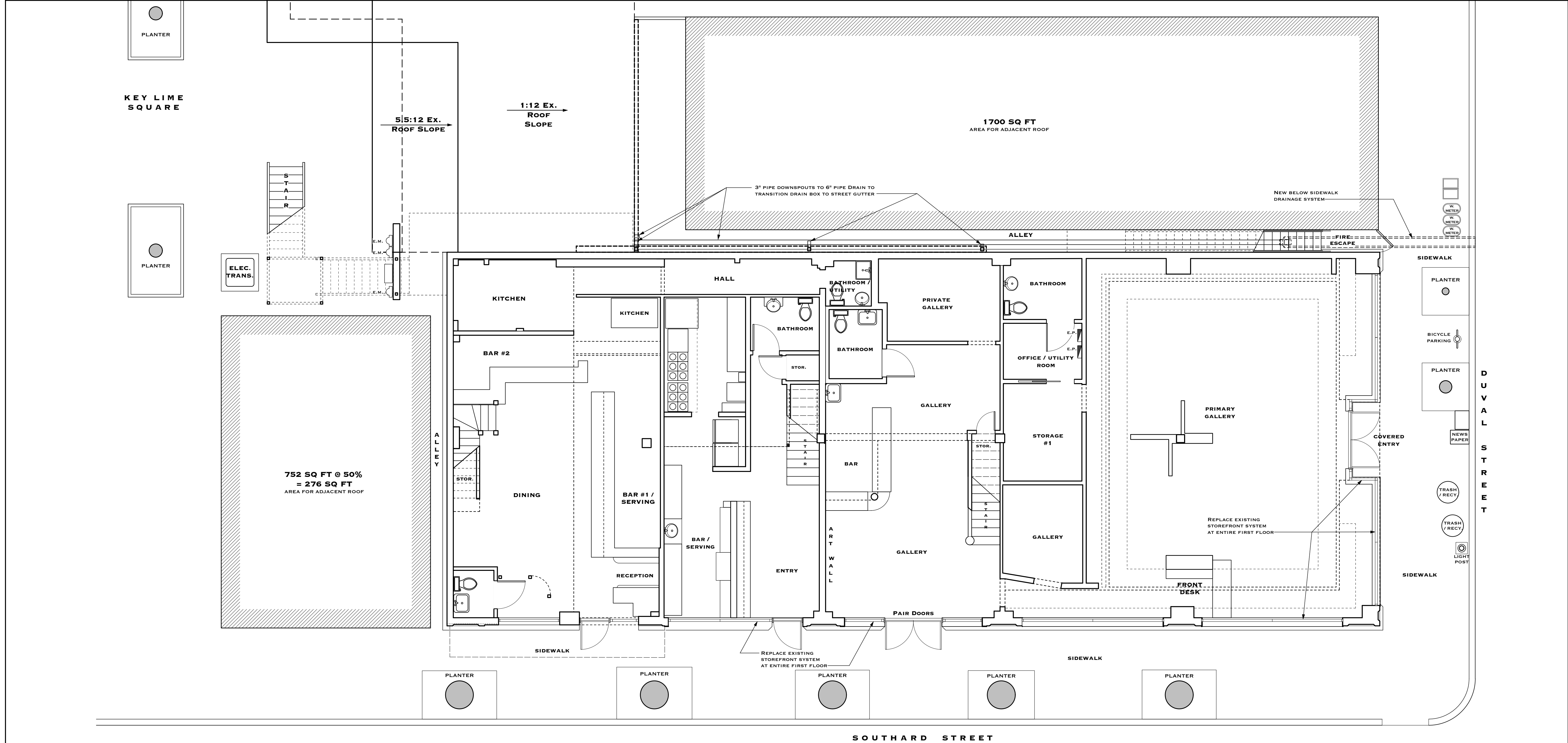
**EX1.5**  
SHEET #



1 EXISTING SECTION - PRIMARY GALLERY  
SCALE: 1/4" = 1'-0"

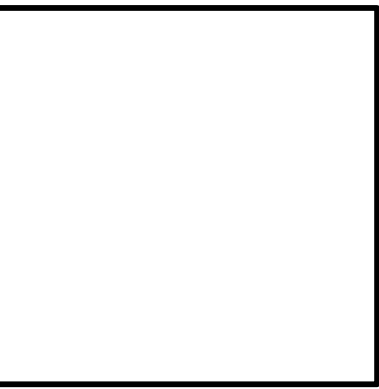


2 EXISTING SECTION - RESTAURANT  
SCALE: 1/4" = 1'-0"



1  
A1.1A  
PROPOSED FIRST FLOOR PLAN  
SCALE: 3/16" = 1'-0"

  
**T.S. NEAL  
ARCHITECTS INC.**  
22974 OVERSEAS HWY  
CUDJOE KEY, FL  
33042  
305-340-8857  
251-422-9547



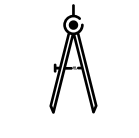
**601 DUVAL STREET**  
KEY WEST, FL 33040

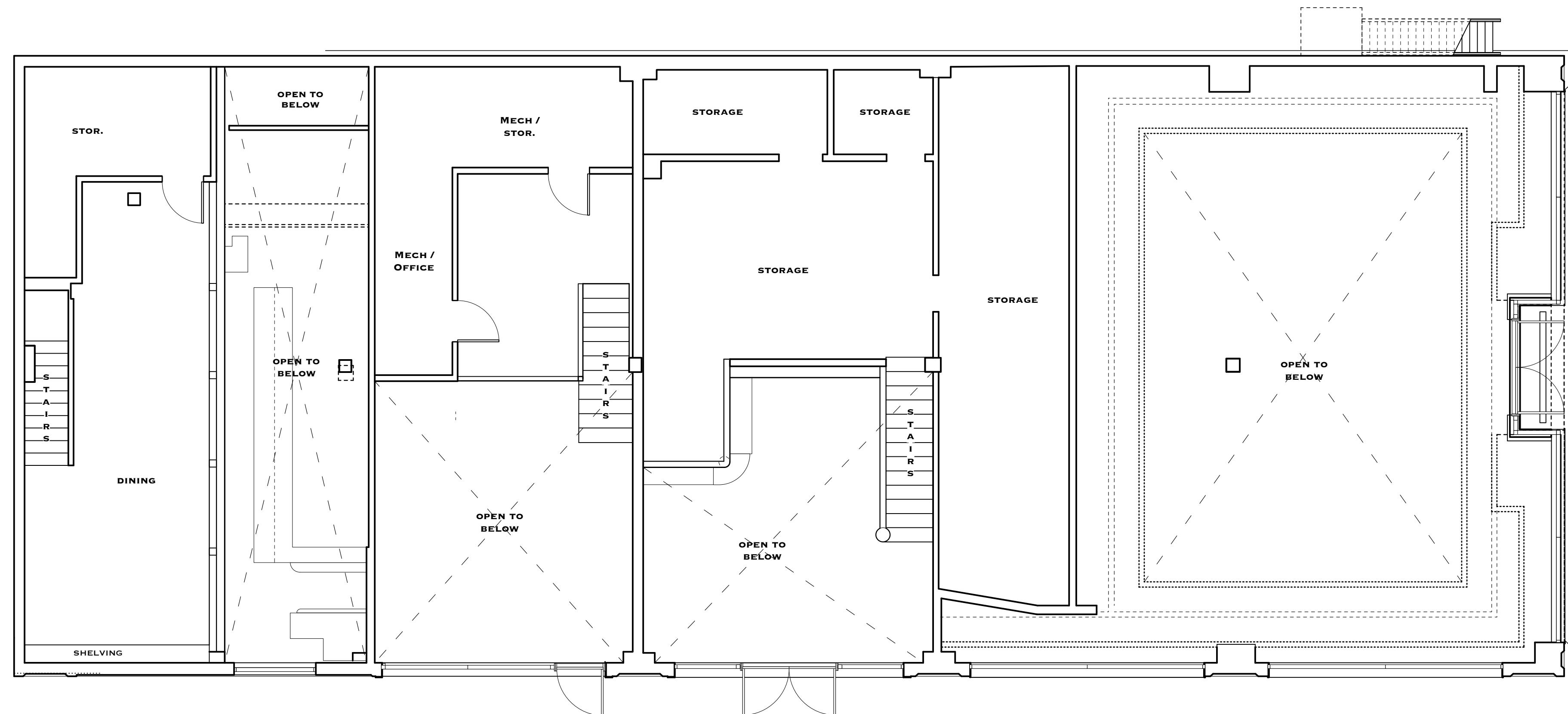
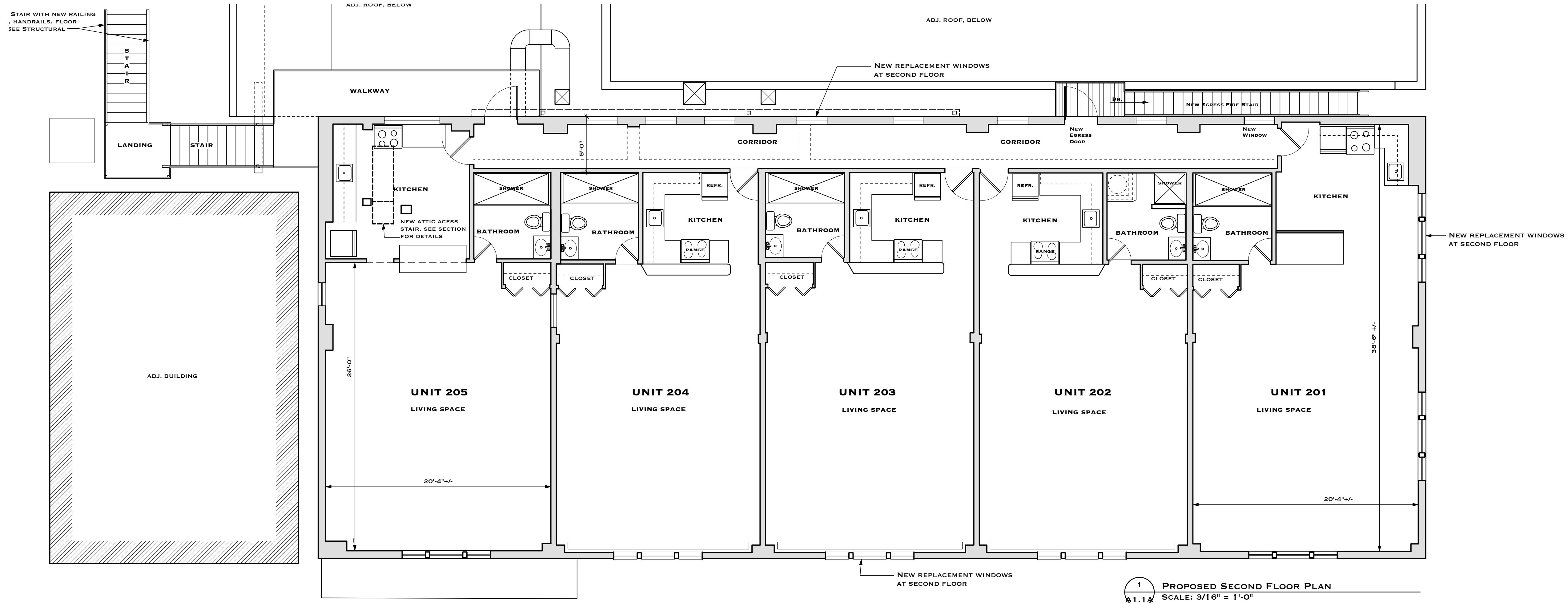
**DRAWING TITLE:**  
**PROPOSED FLOOR PLAN**

**DRAWN:** TSN & EDSA  
**CHECKED:** -  
**DATE:** 11-16-20

REV. #1	12-07-2020
REVISION #	DATE

**A1.1A**  
SHEET #

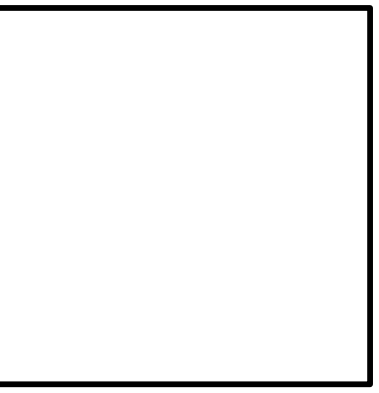
  
**T.S. NEAL ARCHITECTS, INC.**



**T.S. NEAL ARCHITECTS INC.**

22974 OVERSEAS HWY  
CUDJOE KEY, FL 33042

305-340-8857  
251-422-9547



**601 DUVAL STREET**  
KEY WEST, FL 33040

**DRAWING TITLE:**  
PROPOSED SECOND FLOOR PLAN

**DRAWN:** TSN & EDSA  
**CHECKED:** -  
**DATE:** 11-16-20

REV. #1	12-07-2020
REVISION #	DATE

**A1.2A**

SHEET #

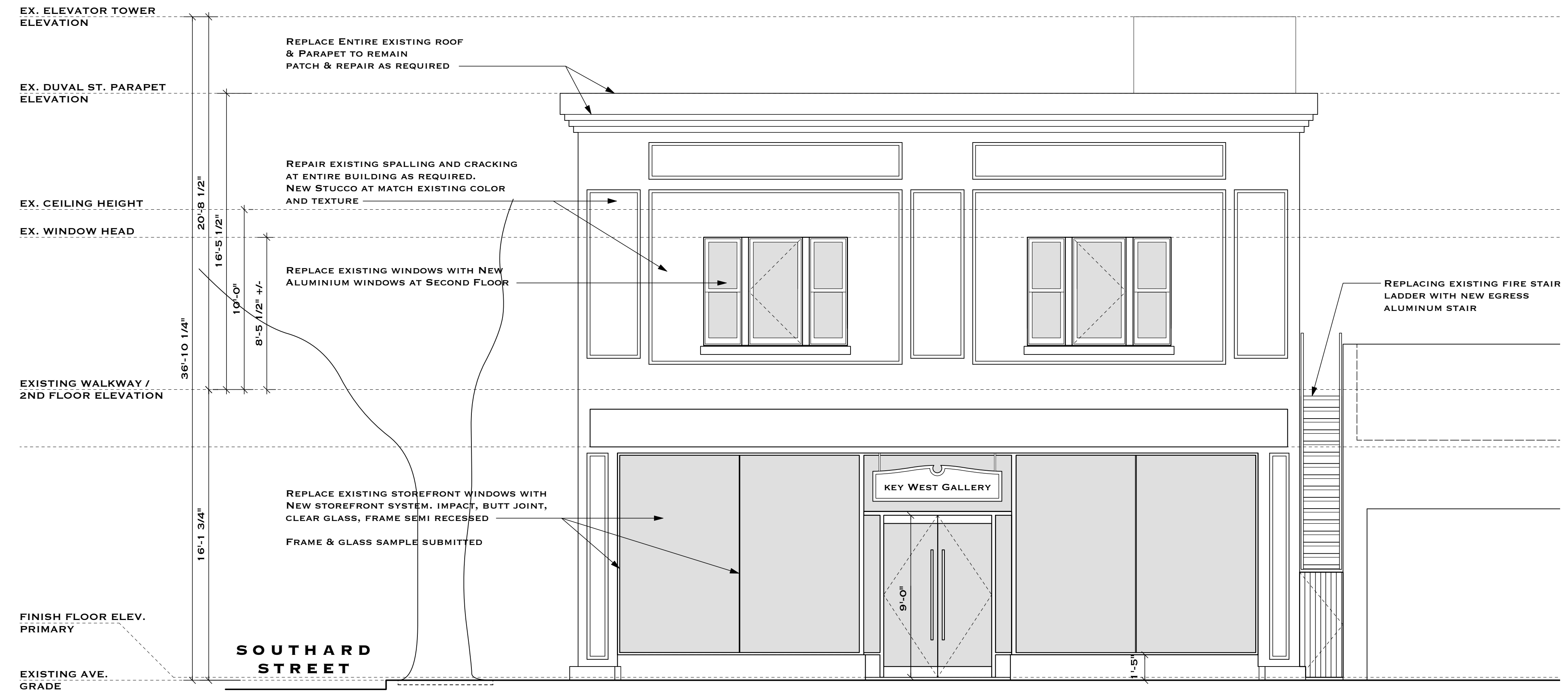
**T S N**

T. S. NEAL ARCHITECTS, INC.

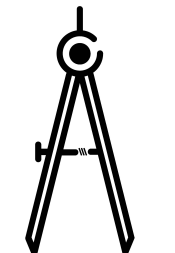


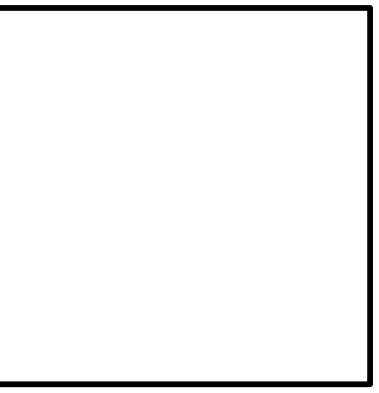


1 PROPOSED ELEVATION - SOUTHARD STREET  
SCALE: 1/4" = 1'-0"



2 PROPOSED ELEVATION - DUVAL STREET  
SCALE: 1/4" = 1'-0"

  
**T.S. NEAL**  
ARCHITECTS INC.  
22974 OVERSEAS HWY  
CUDJOE KEY, FL  
33042  
305-340-8857  
251-422-9547



DUVAL STREET  
601 DUVAL STREET  
KEY WEST, FL 33040

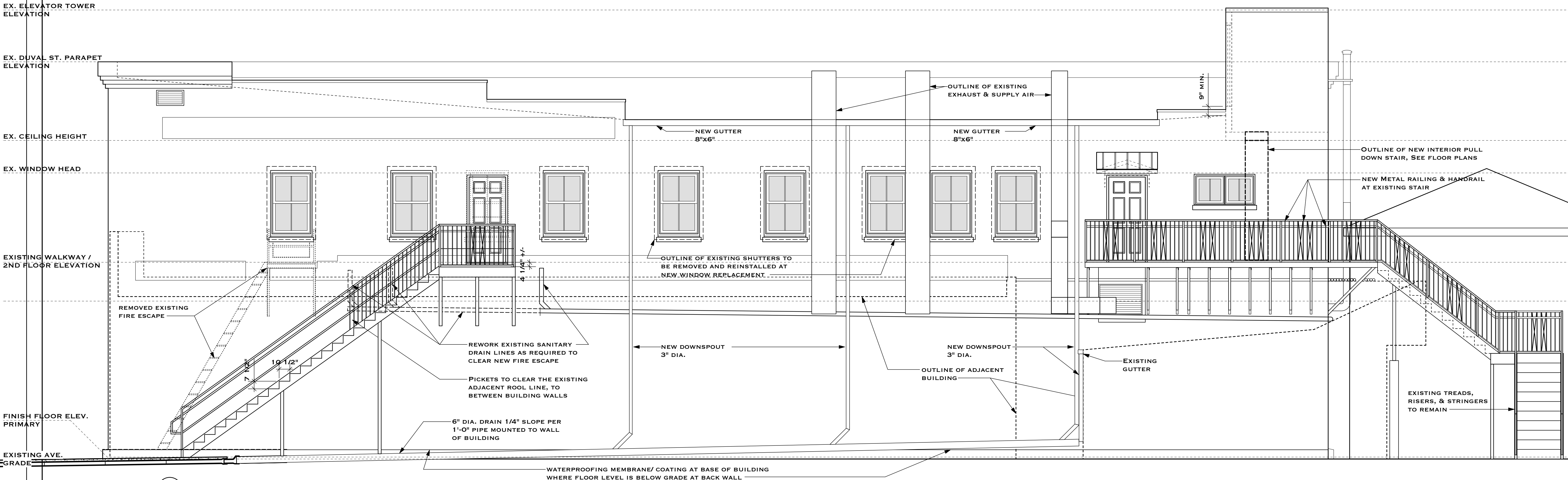
**DRAWING TITLE:**  
PROPOSED ELEVATIONS

**DRAWN:** TSN & EDSA  
**CHECKED:** -  
**DATE:** 11-16-20

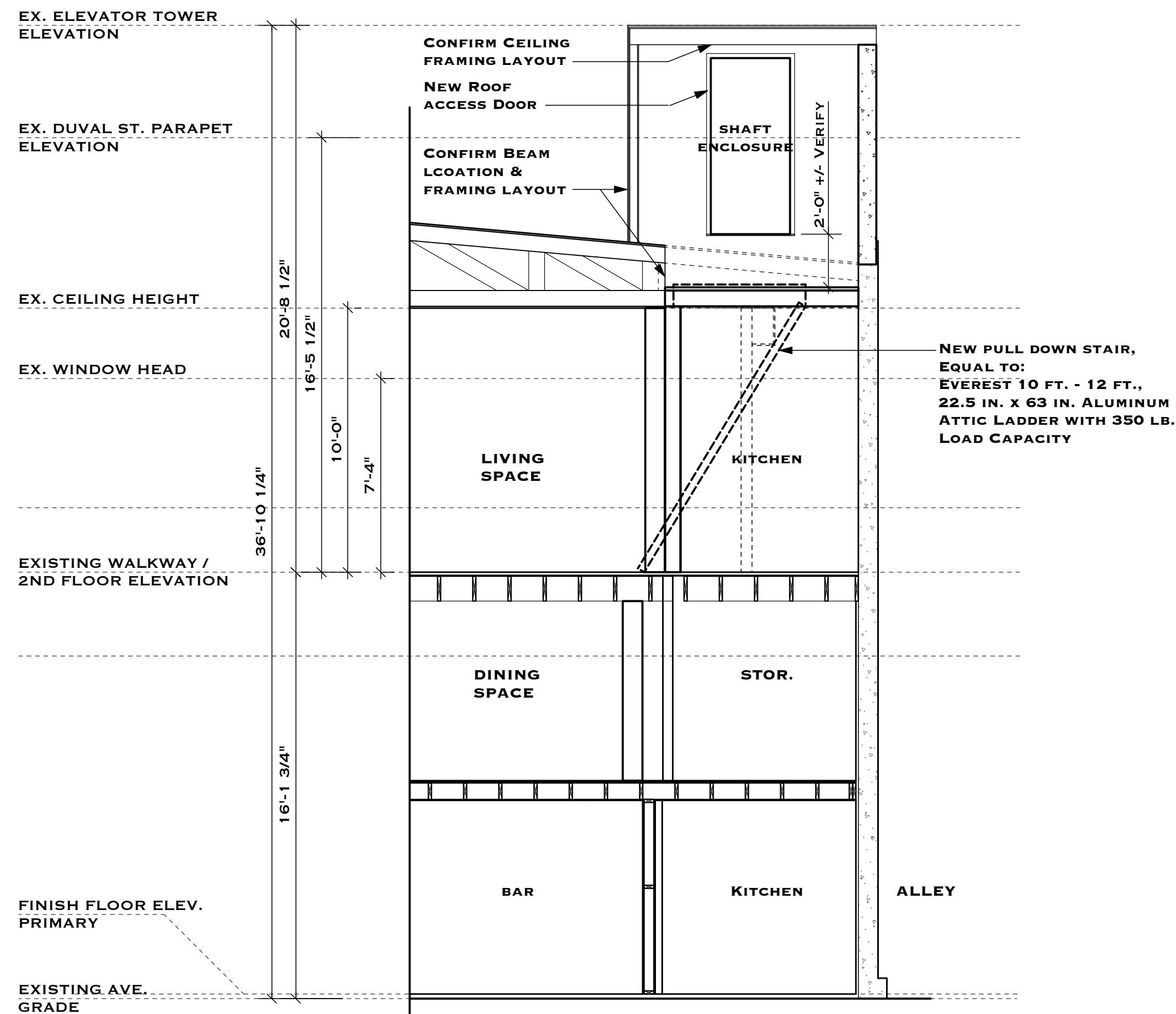
REV. #1	12-07-2020
REVISION #	DATE

**A3.1A**  
SHEET #

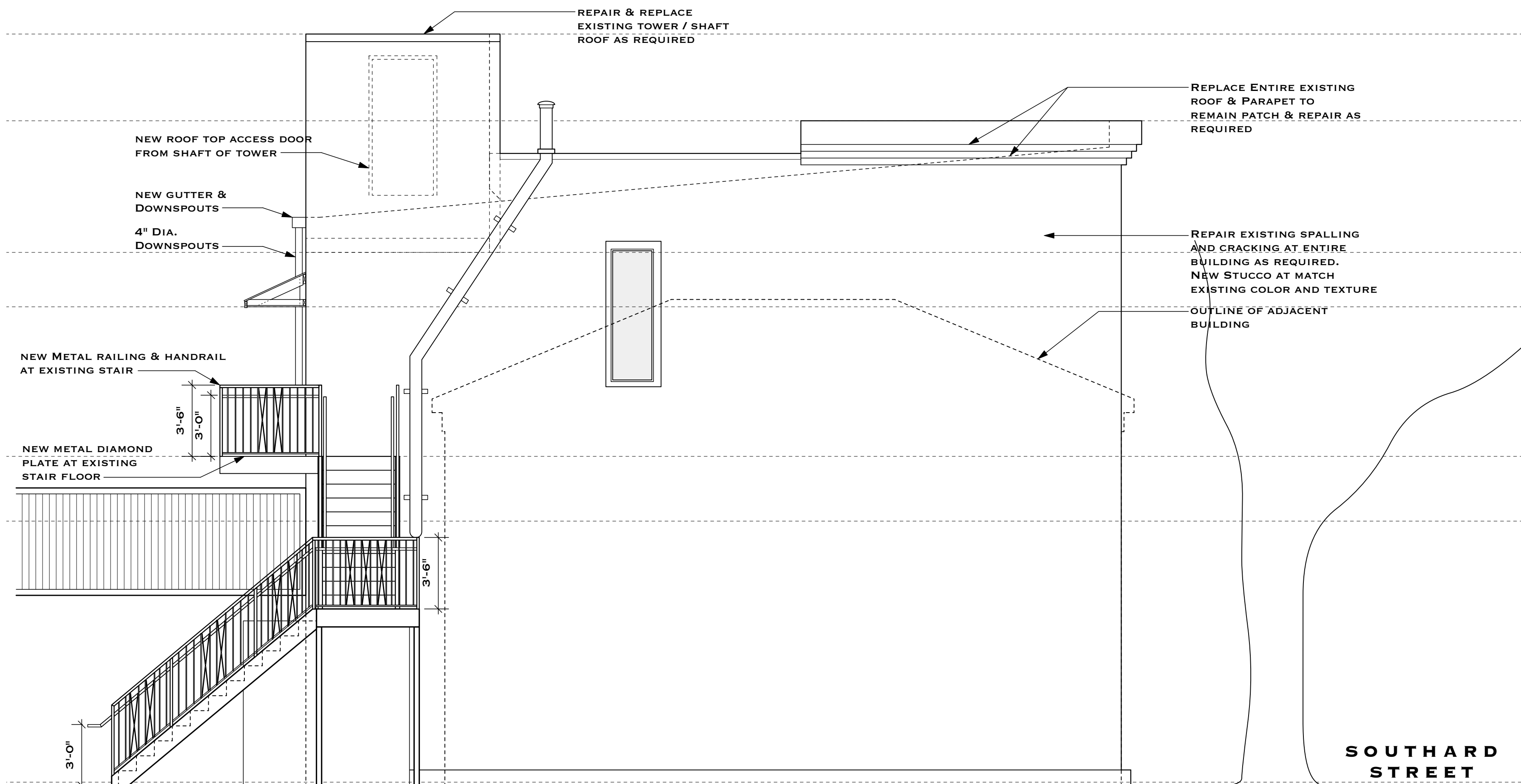
  
T. S. NEAL ARCHITECTS, INC.



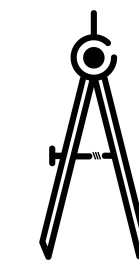
1 REAR ELEVATION  
A2.2 SCALE: 1/4" = 1'-0"



3 PARTIAL BUILDING SECTION AT TOWER  
A2.2 SCALE: 1/4" = 1'-0"



2 PROPOSED ELEVATION - KEYLIME SQUARE  
A2.2 SCALE: 1/4" = 1'-0"



T.S. NEAL  
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33042

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601 DUVAL STREET  
KEY WEST, FL 33040

DRAWING TITLE:  
PROPOSED ELEVATIONS

DRAWN: TSN & EDSA  
CHECKED: -  
DATE: 11-16-20

REV. #1 12-07-2020

REVISION # DATE

A3.2  
SHEET #



TSN  
T. S. NEAL ARCHITECTS, INC.

TIMOTHY SETH NEAL FLA. REGISTRATION # AR97505

# NOTICING

# Public Meeting Notice

The Historic Architectural Review Commission will hold a public meeting at **5:00 p.m., December 16, 2020 at City Hall, 1300 White Street**, Key West, Florida. In order to view the live feed of the meeting, you can tune in to Comcast channel 77, AT&T Uverse channel 99, or type this link into your browser:

[http://keywestcity.granicus.com/MediaPlayer.php?publish\\_id=1&embed=1](http://keywestcity.granicus.com/MediaPlayer.php?publish_id=1&embed=1) If you wish to participate virtually, please contact HARC staff at 305-809-3975. The purpose of the hearing will be to consider a request for:

**REPLACE ALL STOREFRONTS, WINDOWS AND DOORS. NEW ROOF, NEW SECOND EGRESS STAIRS. SPALLING AND CRACKS REPAIRS ON EXTERIOR WALLS. REMOVAL OF STOREFRONTS AND DEMOLITION OF EXTERIOR FIRE ESCAPE LADDER.**

**#601 DUVAL STREET**

**Applicant – T S Neal Architects    Application #H2020-0037**

**If you wish to see the application or have any questions, you may visit the Planning Department during regular office hours at 1300 White Street, call 305-809-3973 or visit our website at [www.cityofkeywest-fl.gov](http://www.cityofkeywest-fl.gov).**

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

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

# PROPERTY APPRAISER INFORMATION





# Monroe County, FL

## 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 00012290-000000  
 Account# 1012629  
 Property ID 1012629  
 Millage Group 10KW  
 Location 601 DUVAL St, KEY WEST  
 Address  
 Legal KW PT LOT 3 SQR 61 G6-340 G9-281 OR74-36/37 OR564-115/117/118 OR577-988  
 Description OR588-155 OR638-647/648 OR807-67/68 OR1844-1682/87AFFD OR2703-883/86  
 (Note: Not to be used on legal documents.)  
 Neighborhood 32050  
 Property Class STORE COMBO (1200)  
 Subdivision  
 Sec/Twp/Rng 06/68/25  
 Affordable No  
 Housing



## Owner

KW ZION LLC  
 1075 Duval St  
 Key West FL 33040

## Valuation

	2020	2019	2018	2017
+ Market Improvement Value	\$1,281,934	\$1,281,934	\$1,210,431	\$1,210,431
+ Market Misc Value	\$1,312	\$1,312	\$1,312	\$1,312
+ Market Land Value	\$809,482	\$770,936	\$770,936	\$548,221
= Just Market Value	\$2,092,728	\$2,054,182	\$1,982,679	\$1,759,964
= Total Assessed Value	\$2,092,728	\$2,054,182	\$1,935,960	\$1,759,964
- School Exempt Value	\$0	\$0	\$0	\$0
= School Taxable Value	\$2,092,728	\$2,054,182	\$1,982,679	\$1,759,964

## Land

Land Use	Number of Units	Unit Type	Frontage	Depth
(1200)	5,114.00	Square Foot	42.8	125

## Commercial Buildings

Style APTS-A / 03A  
 Gross Sq Ft 8,116  
 Finished Sq Ft 7,976  
 Perimeter 0  
 Stories 2  
 Interior Walls  
 Exterior Walls C.B.S.  
 Quality 500 ()  
 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 1938  
 Year Remodeled  
 Effective Year Built 1998

Condition Code	Description	Sketch Area	Finished Area	Perimeter
OPX	EXC OPEN PORCH	44	0	0
FLA	FLOOR LIV AREA	7,976	7,976	0
OUU	OP PR UNFIN UL	96	0	0
<b>TOTAL</b>		<b>8,116</b>	<b>7,976</b>	<b>0</b>

Style OFF BLDG-1 STY-B / 17B  
 Gross Sq Ft 1,302  
 Finished Sq Ft 1,092  
 Perimeter 0  
 Stories 2  
 Interior Walls  
 Exterior Walls AB AVE WOOD SIDING  
 Quality 400 ()  
 Roof Type  
 Roof Material  
 Exterior Wall1 AB AVE WOOD SIDING  
 Exterior Wall2  
 Foundation  
 Interior Finish  
 Ground Floor Area  
 Floor Cover  
 Full Bathrooms 0  
 Half Bathrooms 0  
 Heating Type  
 Year Built 1919  
 Year Remodeled  
 Effective Year Built 1992  
 Condition

Code	Description	Sketch Area	Finished Area	Perimeter
OPX	EXC OPEN PORCH	210	0	0
FLA	FLOOR LIV AREA	1,092	1,092	0
<b>TOTAL</b>		<b>1,302</b>	<b>1,092</b>	<b>0</b>

## Yard Items

Description	Year Built	Roll Year	Quantity	Units	Grade
WALL AIR COND	1979	1980	1	1 UT	3
WALL AIR COND	1981	1982	1	4 UT	2

## Sales

Sale Date	Sale Price	Instrument	Instrument Number	Deed Book	Deed Page	Sale Qualification	Vacant or Improved
9/12/2014	\$5,900,000	Warranty Deed		2703	883	30 - Unqualified	Improved

## Permits

Number ↕	Date Issued ↕	Date Completed ↕	Amount ↕	Permit Type ↕	Notes ↕
BLD2020-0973	4/24/2020		\$8,519	Commercial	3.5 TON RHEEM RACA14042BJT PACKAGE UNIT SAME FOR SAME
BLD2019-2134	6/17/2019	10/15/2019	\$8,500	Commercial	R/R OLD TANK STYLE WATER HEATER, WITH NEW ON DEMAD HEATER IN CLOSET. BATHROOM REMODEL: EXTEND SHOWER ALONG THE BACK WALL.
BLD2019-2149	6/14/2019	8/15/2019	\$9,850	Commercial	RENOVATION BATHROOM AND KITCHEN
BLD2019-2150	6/14/2019	9/11/2019	\$12,800	Commercial	BATHROOM AND KITCHEN RENOVATION
BLD2019-2151	6/14/2019	10/23/2019	\$12,800	Commercial	BATHROOM AND KITCHEN RENOVATION.
BLD2019-2036	6/12/2019	9/6/2019	\$8,500	Commercial	TAKE OUT OLD TANK STYLE WATER HEATER, WITH NEW ON- DEMAD HEATER IN CLOSET. BATHROOM REMODEL: EXTEND SHOWER ALONG THE BACK WALL.
BLD2019-2035	6/7/2019	8/5/2019	\$8,500	Commercial	TAKE OUT OLD TANK STYLE WATER HEATER, WITH NEW ON- DEMAD HEATER IN CLOSET. BATHROOM REMODEL: EXTEND SHOWER ALONG THE BACK WALL.
BLD2019-2083	6/7/2019	10/17/2019	\$1,600	Commercial	Wiring of water heater. Replace existing outlets with GFI's or tamper resistant as needed , per NEC requirements.
18-2896	8/13/2018	1/15/2019	\$5,600	Commercial	REPLACE KITCHEN CABINETS
18-3190	7/31/2018	12/4/2018	\$2,500	Commercial	BATHROOM REMODEL PLUMBING
18-00002896	7/7/2018	1/15/2019	\$5,600	Commercial	REPLACE KITCHEN CABINETS WITH LIKE KIND AND QUALITY AS PREVIOUS IN THE SAME POSTION. PLMB AND ELEC TO REMAIN IN EXISTING POSTION. R/R VANITY AND SHOWER IN BATHROOM. RESET TOILET (PLMB UNDER SEPARATE PERMIT BY OTHERS). REMOVE EXISTING WOOD FLOOR LEVERL W/2X6 GLUE AND SCREW 3/4 T&G DECKING. N.O.C. W/APPLICATION.
18-00002566	6/17/2018	1/15/2019	\$3,000	Commercial	REMOVE APPROX. 3' OF FLOORING AND SHEETROCK AROUND 2 POST UNDER ABANDONED ELEVATOR FOR EXPLORATORY OBSERVATION SO ENGINEER MAY CREATE REPAIR PROTOCOL

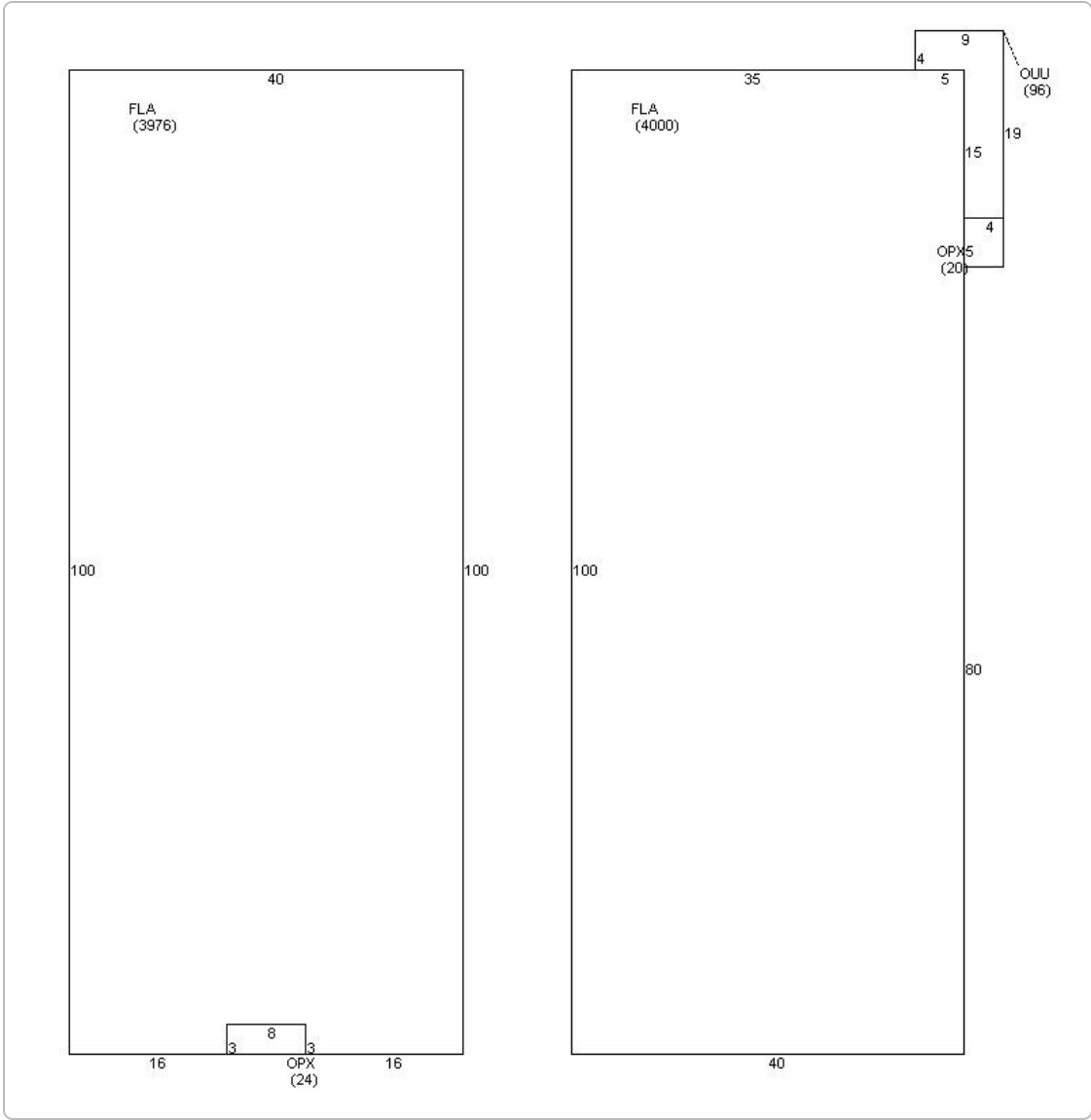
17-00002217	3/22/2018	12/4/2018	\$0	Commercial	EXISTING 10X4 KIT HOOD MAKE UP AIR FAN EXHAUST COOK FAN ON ROOF. 16 GA WALLED DUCT EXHUAUST GREASER DOOR 90 S S. NOC WITH APPLICATION. HARC INSPECTION REQUIRED. GH.
17-00003277	2/5/2018	12/4/2018	\$89,000		CONSTRUCT APPROX. 42 IF O NEW 42' TALL SHEETED WITH 1/2 PLYWOOD SCREWED TO METAL STUDS 8" O/C COVERED 2/FRP PANEL ON INSIDE AND BAMBOO PANEL ON THE OUTSIDE AND BAMBOO PANEL ON INSIDE AND BAMBOO PANEL ON THE OUTSIDE. COVER EXISTING WALL APPROX. 48 IF W/FRP PANEL AND APPROX. 40 IF W/STAINLESS STEEL 20 GAUGE SHEETS. INSTALL 44 SHEETING OVER EXISTING OVER EXISTING FLOOR UPSTAIRS AND THEN INSTALL NEW VINYLE FLOORING. R/R (2) 2'6" INTERIOR DOORS, PATCH AND PAINT EXISTING CEILING AND ALL OTHER REMAINING WALLS. **NOC REQUIRED** AUGUST 17, 2017 2:48:27 PM KEYWVXC
17-00003636	11/4/2017	9/13/2018	\$28,000	Commercial	INSTALL TPO ROOF DUE TO IRMA. EXISING ROOF WAS MODIFIED BITUMIN (4100 SQ FT) *** N.O.C REQUIRED*** HARC INSPECTION REQUIRED***
17-1260	4/3/2017	12/4/2018	\$7,500	Commercial	INTERIOR EXPLORATORY DEMO
16-4288	12/22/2016	3/23/2017	\$50,000	Commercial	Demo as required and structural repairs to existing building, including 5 new foundation piers, new floor joists, replace existing interior staircase with new code compliant staircase and handrails. Repair floor section removed for piers, replace one exterior 6 x 6 porch column. Repaint interior
14-4060	8/28/2014	5/14/2017	\$2,400	Commercial	EMERGENCY REPLACEMENT***** *CHANGE OUT THREE (3. MC
10-3878	12/6/2010		\$200	Commercial	ADD TWO LAYERS OF 5/8 FIRE RATED DRYWALL IN KITCHEN
10-3391	11/30/2010		\$450	Commercial	RE-ROUTE SUPPLY AIR DUCT FOR THE GREASE HOOD FROM MUA LOWER AS PLANNED TO THE ROOF 10' IN FROM EDGE OF PROPERTY LINE. NEW DUCT WILL PARALLEL TEH NEW EXHAUST DUCT THAT WS JUST INSTALLED LAST WEEK.
10-3391	11/10/2010		\$9,800	Commercial	INSTALL ONE HOOD, ONE EXHAUST FAN, ONE SUPPLY FAN.
10-3381	11/4/2010		\$900	Commercial	ADD SIGNAGE TO AWNING.
10-3381	10/27/2010		\$900	Commercial	FABRICATE AND INSTALL AWNING ON EXISTING OVER SIDEWALK
10-3424	10/26/2010		\$300	Commercial	PLACE CONCRETE IN A HOLE WITH REBAR.
10-3426	10/25/2010		\$1,500	Commercial	SET HORIZONTAL 120 TANK AND CONCRETE PAD. RUN 100' GASOLINE FROM TANK TO LINE OF APPLIANCES IN KITCHEN.
10-3405	10/15/2010		\$3,000	Commercial	WIRE NEW HOOD EXHAUST SUPPLY. WIRING.
10-3323	10/8/2010		\$2,200	Commercial	INSTALL GREASE TRAP, MOVE FLOOR DRAIN, REPLACE HAND SINK AND MOVE SINK.
10-3288	10/5/2010		\$6,000	Commercial	INSTALL 5/8 DRYWALL 2 LAYER IN KITCHEN PER SK-1-A. INSTALL NON LOAD BEARING PARTITION PER SK-1&2 DETAIL.
10-3018	9/14/2010		\$900	Commercial	DEMO/REMOVE FIRST FLOOR COUNTERTOPS AND CABINETS. ALL INTERIOR WORK/NON STRUCTURAL.
10-1950	6/17/2010		\$2,200	Commercial	REMOVE AND REPLACE ROTTEN WINDOW FRAME AND PAINT TO MATCH EXISTING 10LF. CAULK BOX CRACKS IN WALL AND APPLY TO P COAT 100SF. REPAIR DRYWALL AND REPAINT 40SF.
08-0131	1/18/2008		\$2,500	Commercial	INSTALL 64' OF TRACK LIGHTS & 4 SMOKE DETECTORS,
07-5383	1/4/2008		\$2,500	Commercial	CONSTRUCTION OF APPROX 64 SF OF 7' 2" WIDE X 8' HIGH NEW CBS WALL
07-5397	12/19/2007		\$3,000	Commercial	CONSTRUCT 22' X 7'6" HIGH NEW WALL WITH POCKET DOOR
07-2208	5/9/2007		\$20,000	Commercial	INSTALL 4 ACCORDIAN SHUTTERS
06-6819	12/28/2006		\$480	Commercial	REPLACE 118 FIXTURES
06-4038	7/6/2006	7/26/2006	\$2,500	Commercial	REPLACE PANEL AND METER CAN
06-1936	3/26/2006	7/26/2006	\$1,000	Commercial	NEW 200 AMP PANEL
06-1518	3/6/2006	7/26/2006	\$600	Commercial	INSTALL EXISTG BRANCH CIRCUITS INTO CONDUIT
06-0342	1/23/2006	7/26/2006	\$7,000	Commercial	ALUMINUM GUTTER
05-5999	12/30/2005	7/26/2006	\$2,100	Commercial	REPAIR ROTTED WINDOW JAMS AND PAINT FRONT OF COFFEE SHOP
05-2945	11/14/2005	12/31/2005	\$20,000	Commercial	REPLACE THE 2ND.STORY WINDOWS (24)
05-3761	9/1/2005	7/26/2006	\$2,300	Commercial	REPAIR 3 SQRS
05-2945	7/19/2005	7/26/2006	\$20,000	Commercial	REPLACE 2ND STORY WINDOWS
05-1780	5/23/2005	7/26/2006	\$1,800	Commercial	INTERIOR WORK ONLY - BLD COUNTER
05-1964	5/23/2005	7/26/2006	\$1,500	Commercial	RUN SIX DEDICATED OUTLETS FOR NEW BAKERY
05-1676	5/16/2005	7/26/2006	\$200,000	Commercial	REPAIR/REPLACE DETERIORATION PARAPET AND EXTERIOR WALLS OF STRUCTURE 500SF
05-1681	5/16/2005	7/26/2006	\$300	Commercial	RUN COPPER TUBING LINE TO CONVECTION OVEN
05-1343	5/12/2005	7/26/2006	\$2,000	Commercial	INSTALL SINKS AND GREASE TRAP
05-1103	4/7/2005	7/26/2006	\$2,500	Commercial	REMOVE ROTTED FLOOR IN 2ND FLR STORAGE AREA
04-2852	3/2/2005	7/27/2006	\$2,500	Commercial	plumbing
04-2852	9/1/2004	2/16/2004	\$30,000	Commercial	REPAIR FIRE DAMAGE
03-1451	4/28/2003	9/29/2003	\$500	Commercial	ELE. #508
03-1017	3/20/2003	9/29/2003	\$1,400	Commercial	ELE. #506
00-3420	10/23/2000	11/16/2001	\$20,000	Commercial	REPLASTER/REPLACE WOOD
00-0743	4/5/2000	11/1/2000	\$4,000	Commercial	PAINT ROOF
04-3160	1/4/2000	2/16/2004	\$28,000	Commercial	ROOF
99-3731	11/8/1999	12/7/1999	\$1,800	Commercial	CHANGEOUT AC UNIT
99-1806	5/27/1999	11/3/1999	\$3,860	Commercial	REPAIR/REPLACE ROOF
98-2757	9/18/1998	1/1/1999	\$2,900	Commercial	REMOVE NON-BEARING WALL
98-2408	8/4/1998	1/1/1999	\$350	Commercial	RELOCATE ELEC METER ETC
98-1688	6/8/1998	1/1/1999	\$875	Commercial	CANVAS AWNING
98-1435	6/3/1998	1/1/1999	\$400	Commercial	SIGN
98-0973	3/27/1998	1/1/1999	\$150	Commercial	RELOCAT 2 FRONT DOORS ETC
97-1064	4/1/1997	7/1/1997	\$600	Commercial	REPLACE EXTERIOR DOORS
97-1137	4/1/1997	7/1/1997	\$850	Commercial	SECURITY ALARM

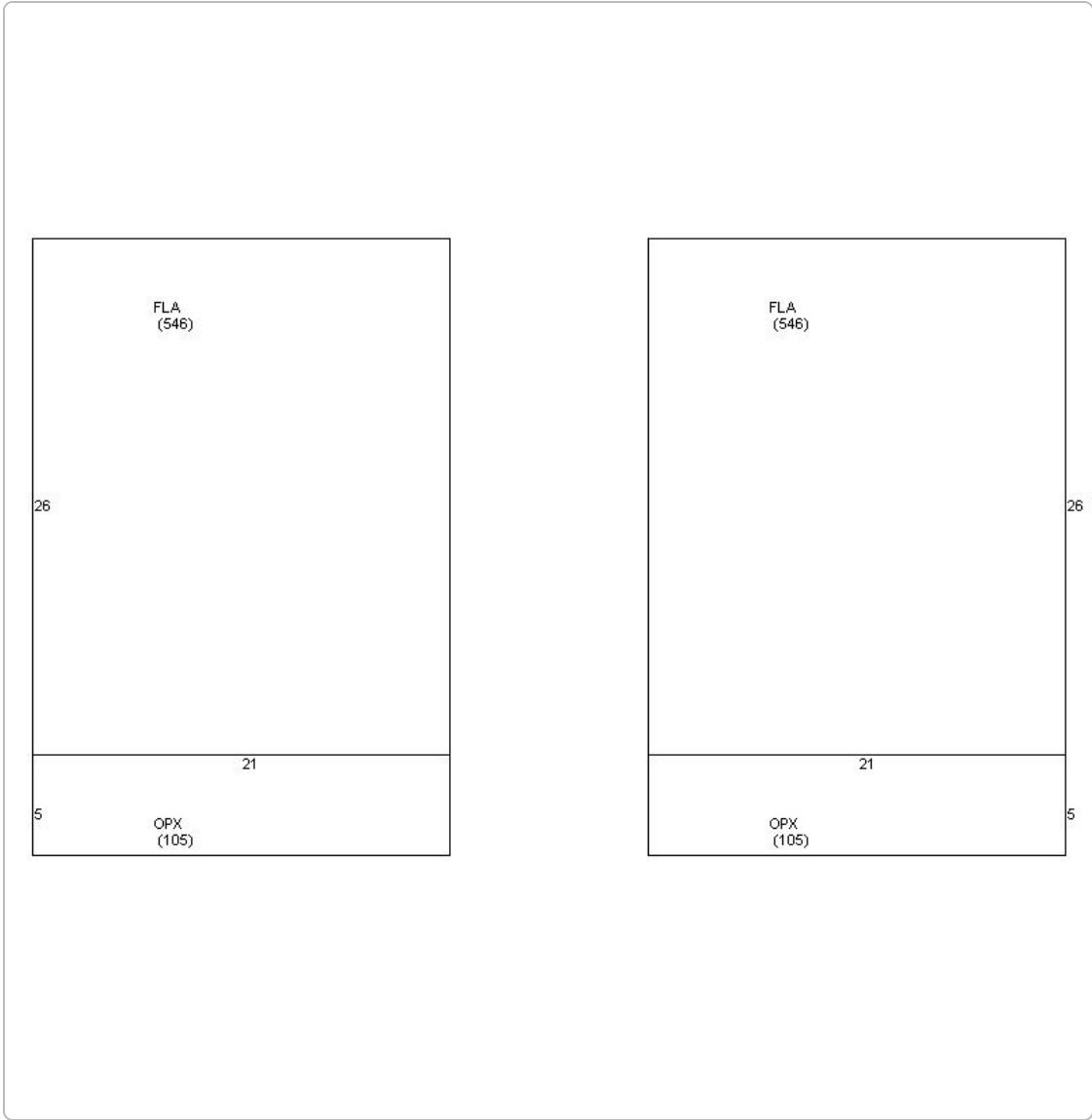
9604844	1/1/1997	7/1/1997	\$3,000		MECHANICAL
9700244	1/1/1997	7/1/1997	\$1,500		1500
97-0116	1/1/1997	7/1/1997	\$250	Commercial	SIGN
9602743	7/1/1996	8/1/1996	\$1,950		MECHANICAL
9603053	7/1/1996	8/1/1996	\$450		ELECTRICAL
9602619	6/1/1996	8/1/1996	\$500		ELECTRICAL
M953068	9/1/1995	11/1/1995	\$6,000		2-2.5 TON AC'S
B942728	8/1/1994	8/1/1995	\$50		REPAIR TIE BEAM
M942303	7/1/1994	12/1/1994	\$5,000		REPLACE A/C 7/DROPS,DUCT
B941833	6/1/1994	12/1/1994	\$2,000		RENOVATIONS
B941891	6/1/1994	12/1/1994	\$16,000		RENOVATIONS

View Tax Info

[View Taxes for this Parcel](#)

Sketches (click to enlarge)





Photos





Map



TRIM Notice

2020 TRIM Notice(PDF)

2020 Notices Only

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

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