

Historic Architectural Review Commission Staff Report for Item 4

To: Chairman Bryan Green and Historic Architectural Review

Commission Members

From: Enid Torregrosa-Silva, MSHP

Historic Preservation Planner

Meeting Date: January 26, 2021

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.

On December 16, 2020 the Commission motioned to approve new roof, new second egress stairs, spalling and cracks repairs on exterior walls but postponed the portion of the design and demolition of the storefronts.

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. The applicant has submitted revised plans for the replacement of doors and storefronts. 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 will not affect the integrity of the main structure or surrounding buildings.
- (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.
 - The revised design proposes a horizontal muntin that will continue the historic reference of the horizontal band over the storefronts.
- (4) Removing buildings or structures that would otherwise qualify as contributing, as set forth in <u>section 102-62(3)</u>.
 - The building in question is a contributing resource to the historic district. The revised plans amend the identified issue of concern, and find the removal of the non-historic storefronts and doors in compliance with the ordinance for demolition.

Staff finds that the request demolition is consistent with the cited ordinance. 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

ADDRESS OF PROPOSED PROJECT:

HARC COA #	REVISION #	INITIAL & DATE
2020-00	38	
FLOOD ZONE	ZONING DISTRICT	BLDG PERMIT #
X	HRCC-3	

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

	601 00VHL 31. , KEY WE	
NAME ON DEED:	KW ZION LLC	PHONE NUMBER 305-923-1696 CFLL 305-292-9339 611574
OWNER'S MAILING ADDRESS:	1075 DUVAL ST	INFORKEYWESIGALELY. COM
	KEY WEST, FL 33040	The property of the same of th
APPLICANT NAME:	SETHNEAL ; T.S. NEAL ALCHERET	PHONE NUMBER 305-340-8857
APPLICANT'S ADDRESS:	ZZ974 OUEDSENS HWY, CULDUS BY, FL	EMAIL SETH NEAR STENARCHMETS.COM
APPLICANT'S SIGNATURE:	J. Bert feet	DATE 11/-18-2020
ANY PERSON THAT MAKES CH	IANGES TO AN APPROVED CERTIFICATE OF APPROP	RIATENESS MUST SUBMIT A NEW APPLICATION.
EXCEEDING THE SCOPE OF THE DESCRIF WORK AND THE SUBMITTED PLANS, THE PROJECT INCLUDES: REPLACEMI PROJECT INVOLVES A CONTRIBUTI PROJECT INVOLVES A STRUCTURE	THE CITY. THE APPLICANT FURTHER STIPULATES THAT SHO PTION OF WORK, AS DESCRIBED HEREIN, AND IF THERE IS CO AFOREMENTIONED DESCRIPTION OF WORK SHALL BE CONTE ENT OF WINDOWS RELOCATION OF A STRUCTURE: YES NO INVOLVE ETHAT IS INDIVIDUALLY LISTED ON THE NATIONAL RE	CONFLICTING INFORMATION BETWEEN THE DESCRIPTION OF ROLLING. CTURE ELEVATION OF A STRUCTURE ES A HISTORIC STRUCTURE: YES NO REGISTER: YES NO
DETAILED PROJECT DES	CRIPTION INCLUDING MATERIALS, HEIGHT, DIMENSI	ONS, SQUARE FOOTAGE, LOCATION, ETC.
GENERAL: REPLACE ALL	STO HETROM, WINDOWS & DOORS, N	IBW ROOF, NEW EGNESS STATES,
	LUNG + GRACIONG OF BUILDING	
MAIN BUILDING:		
DEMOLITION (PLEASE FILL OUT AND	D ATTACH DEMOLITION APPENDIX):	
		RECEIVER
		NOV 2 3 2020

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	E(S): ///				
PAVERS: MA			FENCES: NA		
DECKS: NA			PAINTING: YES , STAIRS (BUNK)		
SITE (INCLUDING GRADING, FILL, TREES, ETC): ND			POOLS (INCLUDING EQUIPMENT):		
ACCESSORY EQUIPMENT	(GAS, A/C, VENTS, E	ГС.):	OTHER:		
OFFICIAL USE ONLY:		HARC COI	MMISSION REVIEW E	XPIRES ON:	
ETING DATE:/20	APPROVED	NOT APPROV	/EDDEFERRED FOR FUTURE CONSIDERATION	INITIAL:	
ETING DATE;	APPROVED	NOT APPROV		INITIAL:	
EETING DATE:	APPROVED _	NOT APPROV	/EDDEFERRED FOR FUTURE CONSIDERATION	INITIAL:	
EASONS OR CONDITIONS:	sconfent die	r not just pa	le store fronts		
AFF REVIEW COMMENTS:					
RST READING FOR DEMO: 54	aircase only		SECOND READING FOR DEMO:		
ARC STAFF SIGNATURE AND DA			HARC CHAIRPERSON SIGNATURE AND DATE		

THIS APPLICATION MAY BE REVIEWED BY PLANNING DEPARTMENT STAFF.

HARC Certificate of Appropriateness: Demolition Appendix



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

EST, FLOR				
ADDRESS OF PROPOSED PROJECT:	601 DUVAL S	TREET		
PROPERTY OWNER'S NAME:	KW ZION UC			
APPLICANT NAME:	SETH NEAL , TS	S. NEAL ALGHNEGTS		
Appropriateriess, i realize that this proje	ct will require a Building Permit i	n to all applicable laws of this jurisdiction. By receiving a Certificate of approval PRIOR to proceeding with the work outlined above and that any changes to an approved Certificate of Appropriateness must be		
PROPERTY OWNER'S SIGNATURE	A	11-20-2020 KECLIE ALPERT DATE AND PRINT NAM		
	DETAILED PROJECT DES	SCRIPTION OF DEMOLITION		
COPE COMPLIANT SET		MIR/LADDER. REPLACE WITH MORE		
CRITERIA	FOR DEMOLITION OF CONT	RIBUTING OR HISTORIC STRUCTURES:		
Before any Certificate of Appropriate must find that the following requirem	eness may be issued for a d nents are met (please review	demolition request, the Historic Architectural Review Commissio and comment on each criterion that applies);		
	contributing or historic building	or structure, then it should not be demolished unless its condition is		
(a) The existing condition of	of the building or structure is in	revocably compromised by extreme deterioration.		
(2) Or explain how the building or struct	ure meets the criteria below:			
(a) Embodies no distinctive city and is not a significant	e characteristics of a type, perion and distinguishable building e	od, or method of construction of aesthetic or historic significance in the ntity whose components may lack individual distinction.		

(b) Is not specifi	ally associated with events that have made a significant contribution to local, state, or national history
(c) Has no signif state or nation, a	cant character, interest, or value as part fo the development, heritage, or cultural characteristics of the 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 exer	plify the cultural, political, economic, social, or historic heritage of the city.
(f) Does not portra	the environment in an era of history characterized by a distinctive architectural style.
(g) If a part of or reaccording to a plan	ated to a square, park, or other distinctive area, nevertheless should not be developed or preserved based on the area's historic, cultural, natural, or architectural motif.

(i) Has not y	ielded, and is not likely to yield, information important in history.
CR	ITERIA FOR DEMOLITION OF NON-CONTRIBUTING OR NON-HISTORIC STRUCTURES:
The following criteria we Commission shall not in comment on each criteri	vill also be reviewed by the Historic Architectural Review Commission for proposed demolitions. The ssue a Certificate of Appropriateness that would result in the following conditions (please review and on that applies);
1) Removing buildings or character is diminished.	structures that are important in defining the overall historic character of a district or neighborhood so that the
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REMOVING &	- BELACING FIB SUIL.
	lings or structures and thus destroying the historic relationship between buildings or structures and open space.
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PECLOCING EX	THE STAIR
3) Romaving on historia h	
nportant in defining the his	uilding or structure in a complex; or removing a building facade; or removing a significant later addition that is storic character of a site or the surrounding district or neighborhood.
NA	
) Removing buildings or s	structures that would otherwise qualify as contributing.

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

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 4:18PN Filed & Recorded in Official Records of MONROE COUNTY AMY HEAVILIN

Doc# 2038744 Bk# 2752 Pg# 1142

"CORRECTIVE""

GRANT OF EASEMENT

THIS GRANT OF EASEMENT ("this Easement") made this day of September, 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

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.
- Old Town does hereby (a) reserve unto itself and its assigns all rights and benefits to the 2. 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

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.
- KW Zion or KW Zion's successors and assigns, shall defend, indemnify and hold Old Town, 7. 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 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.

- 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.

IN WITNESS WHEREOF, the parties hereto have executed this Easement on this 6 day of September, 2014.

WITNESSES:

OLD TOWN: Old Town Key West Development, Ltd.

Edwin O. Swift, General Partner

Christopher C. Belland, General Partner

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 64 day of September 2014.

Notary Public, State of Florida

MARION HOPE CASAS Commission # EE 181270 Expires July 21, 2016

Bonded Thru Troy Fain Ins



WITNESSES

RICHARD M KLITENIKIK

KW Zion, LLC, a Florida limited liability company

By: feller alger

STATE OF FLORIDA) COUNTY OF MONROE)

BEFORE ME, a Notary Public, personally appeared KELUE ALPOUT, 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 2014

NOTARY PUBLIC, State of Florida



MONROE COUNTY OFFICIAL RECORDS

Doc# 2003978 11/03/2014

Prepared By & Return to: Spotkywood Law Firm 500 Fleming Street Keywist, FL 33040

Doc# 2038744 Bk# 2752 Pg# 1148

JOINDER, CONSENT AND SUBORDINATION OF 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}

IN WITNESS WHEREOF, Mortgagee has caused this instrument to be executed by its duly authorized officer the day and year first above written. Witnesses: "Mortgagee": WELLS FARGO BANK, N.A. Witness Signature Print Name Juan Ratmiraff Print Name: Marinus Otte Witness Signature Print Name STATE OF FLORIDA COUNTY OF MIAMI-BADE) 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. miaryi, FZ WITNESS my hand and seal, at office in this 7 (Notary Signature) (NOTARY SEAL) ELISA ACOSTA (Notary Name Printed) Elisa Acosta **NOTARY PUBLIC** State of Florida Commission No. __EE ly Commission Expires 3/11/2016

Commission No. EE 155109

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 Northwesterly 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 Northwesterly Right-of-Way Line of a public alley; thence at a right angle and in a Southwesterly direction along the said Northwesterly Right-of-Way Line of a public alley for 90.28 feet; thence at a right angle and in a Northwesterly direction for 1.50 feet; thence at a right angle and in a Northwesterly direction for 22.05 feet; thence at a right angle and in a Northwesterly direction for 22.50 feet; thence at a right angle and in a Northwesterly direction for 7.50 feet; thence at a right angle and in a Northwesterly direction for 24.00 feet; thence at a right angle and in a Northwesterly direction for 34.00 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.

EXHIBIT B TO EASEMENT

Legal Description of Dominant Property

Doc# 2038744 Bk# 2752 Pg# 1151

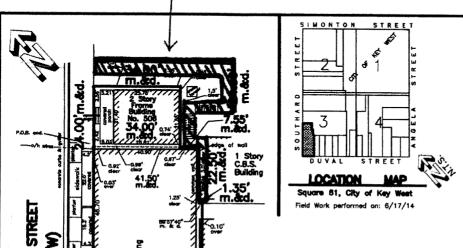
601 Duval Street, Key West, Florida:

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 Northeasterly 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.

Landmark Web Official Records Search



50.10°

LEGAL DESCRIPTION:

LEGAL DESCRIPTION:

A Part of Lot 3, Square 51, 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: Begin at the intersection of the Northeastery Right-of-Way Line of Duval Street and the Southeastery Right-of-Way Line of Southard Street; thence Southeastery Right of Herberger of Southard Street; thence of a right angle and in a Northeasterly direction for 78.50 feet; thence at angle to the Right of 89'57'40' and in a Northeasterly direction for 1.35 feet; thence at a right angle and in a Northeasterly direction for 2.250 feet; thence at a right angle and in a Northeasterly direction for 41.50 feet to the said Southeasterly Right-of-way Line of Southard Street; thence at a right angle ond in Southeasterly Right-of-way Line of Southard Street; thence at a right angle ond in a Southeasterly Right-of-way Line of Southard Street for 101.00 feet to the Point of Beginning. Containing 4,297.4750 Square Feet, more or less.

AND
APart 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 porticularly described by metes and bounds as follows: COMMENCENG 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 101.00 feet to the Point of Beginning; thence continue in a Northeasterly direction along the said Southeasterly Right—of—Way Line of Southard Street for 24.00 feet; thence at a right angle and in a Southeasterly direction for 24.00 feet; thence at a right angle and in a Northeasterly direction for 24.00 feet; thence at a right angle and in a Northeasterly direction for 24.00 feet; thence at a right angle and in a Northeasterly direction for 24.00 feet; thence at a right angle and in a Northeasterly direction for 24.00 feet; thence star inght angle and in a Northeasterly direction for 34.00 feet to the said Southeasterly Right—of—Way Line Line of Southard Street and the Point of Beginning. Containing 816 Square Feet, more or less.

LEGEND

***************************************	LEGE	ND	
A/C BAL	Air Conditioner Balcony	LB	Licensed Business Number
BM	Bench Mark	M	Measured
CB	Cotch Boain	N.T.S.	Not To Scale
E	Center Line	O.R.	Official Records
CO	Clean Out	OH .	Over Head
CONC	Concrete	P	Plat
C.B.S.	Concrete Block Stucco	PB	Plat Book
CUP	Concrete Utility Pole	P.O.B.	Foint Of Beginning
COVD	Covered	P.O.C.	Point Of Commence
D	Deed	R/W SIB	Right Of Way
ELEV	Elevation	SIB	Set from Bar
F.FL	Finished Floor Elevation	SIP	Set Iron Pipe
FD	Found	SPK	Set Nail And Disc
FIB	Found Iron Bor	STY	Story
FIP	Found Iron Pipe	UP	Utility Pole
INV	Invert	WM	Water Meter

THERESY CERTIFY that the attached **BOURDARY 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 53–17

Florida Status Section 472.027, and the American land Title Association, and that there are no vioble encroachments unless shown hereon.

FREDERICK H. HILDEBRANDT

Professional Land Surveyor & Mapper No. 2749
Professional Engineer No. 36810

	State of Florida		0010	NOT VALID	UNLESS EMBOSSED WIT	H RAISED SE
	Key West Gallery Inc. 801 Duval Street, Key West, Florida 33040				~	
	BOUNDARY SURVEY			Den No.: 14-361		-31/13
.	Scale: 1"=20" Ref.	Flood panel No. 1509 K	Dwn. By: F.H.H.			
-	Date: 6/4/96	33-66	Flood Zone: X	Flood Dev.	ISLAND S	SURVEYING
	REVISIONS AND/OR ADDITIONS			ENGINEERS PL	ANNERS S	
	9/5/14: updated, owner, cert.			3152 Northalde Drive	(305)	
					Suite 201 Key West, Fl. 33040	Fax. (
	fred/dwa/kevwest/bio	clc54/601d	rval		1	LB. N

ISLAND SURVEYING INC.

(305) 293-0488 Fax. (305) 293-0237 fhildeb1@bellsouth.net LB. No. 7700

SURVEYORS

DUVAL STREET (50' R/W)

MONUMENTATION: A = Found P.K. Nell

SLEWEYOR'S MOTES:

Δ = Set P.K. Nail, P.L.S. No. 2749 Θ = Set 1/2" i.B., P.L.S. No. 2749

North arrow based on assumed median Reference Bearing: R/W Duvol Street 3.4 denotes existing elevation Elevations based on N.G.V.D. 1929 Datum Bench Mork No.: Basic Elevation: 14.324 Survey performed without benefit of Title search on this or surrounding properties. All angles are 90'00'00" unless otherwise

- Found 1/2" iron pips/bar

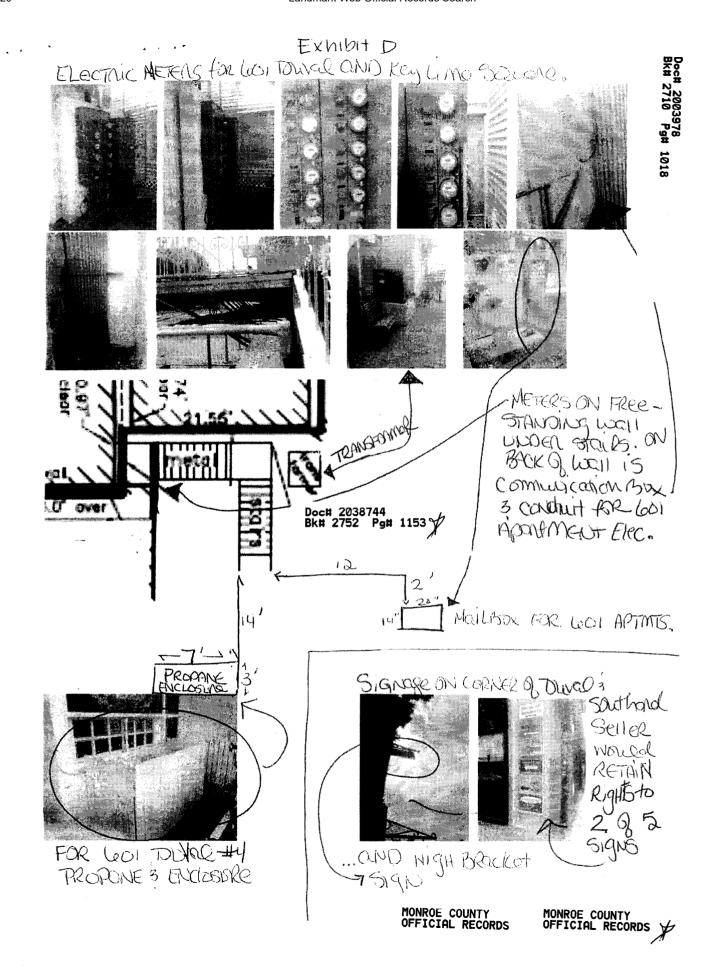
SYMBOLS

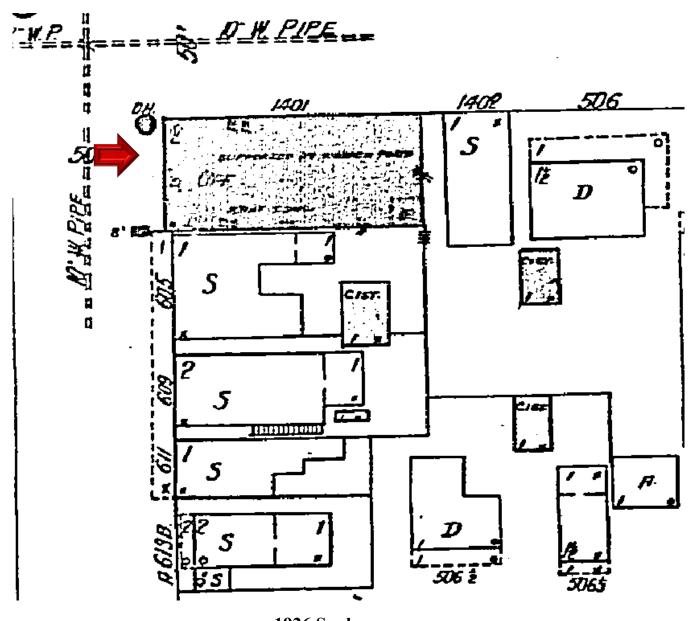
Concrete Utility Pole

Sanitary Sewer Clean Out

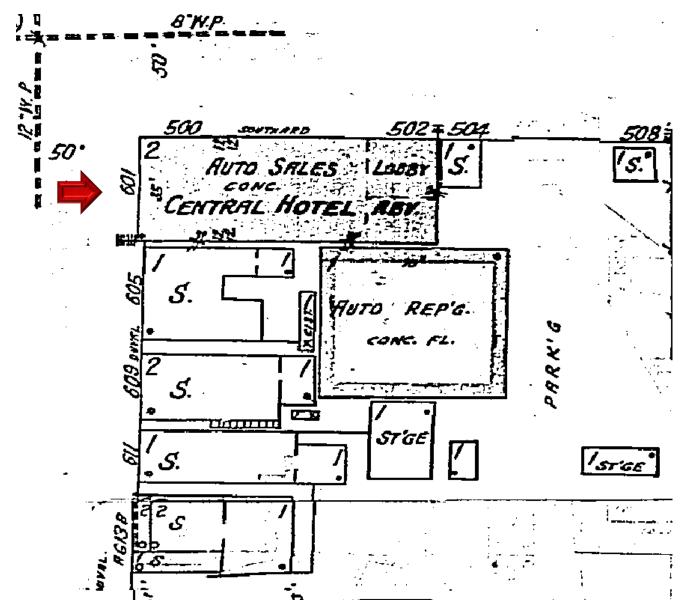
Street Light Wood Utility Pole Water Meter

CERTICIFICATION made to: Key West Gallery Inc. Chicago Title Insurance Company Small Business Finance, Inc. and/or its successors and assigns, as their interests may appear

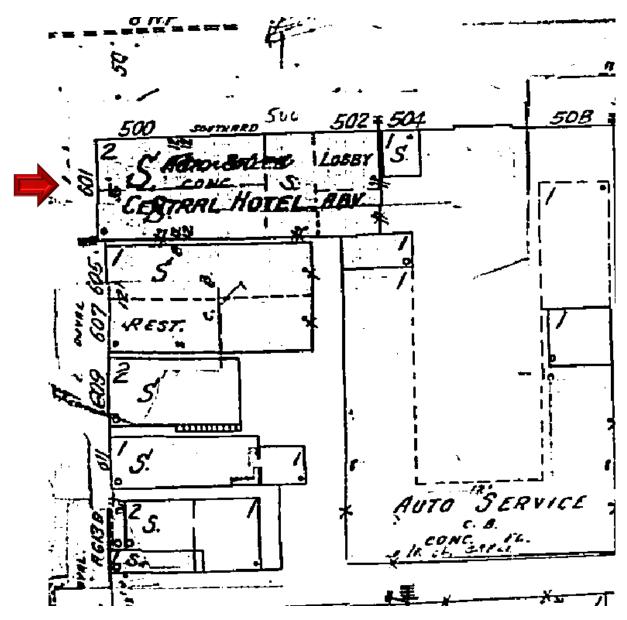




1926 Sanborn map



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.







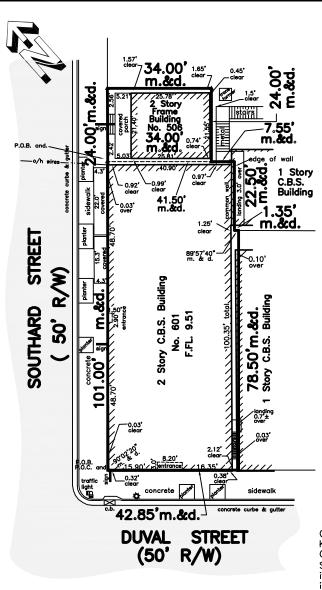


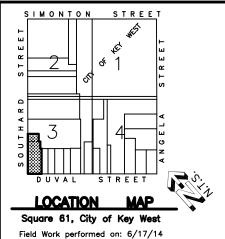












SURVEYOR'S NOTES:

North arrow based on assumed median Reference Bearing: R/W Duval Street 3.4 denotes existing elevation Elevations based on N.G.V.D. 1929 Datum Bench Mark No.: Basic Elevation: 14.324 Survey performed without benefit of Title search on this or surrounding properties. All angles are 90'00'00" unless otherwise described.

MONUMENTATION:

- ▲ = Found P.K. Nail
- $\Delta = \text{Set P.K. Nail, P.L.S. No. 2749}$
- ⊕ = Set 1/2" I.B., P.L.S. No. 2749
- = Found 1/2" iron pipe/bar

SYMBOLS

- Concrete Utility Pole
 ★ Fire Hydrant
- Sanitary Sewer Clean Out
- Street Light

 Wood Utility Pole
- W Water Meter

CERTICIFICATION made to: Key West Gallery Inc. Chicago Title Insurance Company Small Business Finance, Inc. and/or its successors and assigns, as their interests may appear

LEGAL DESCRIPTION:

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: Begin at the intersection of the Northeasterly Right—of—Way Line of Duval Street and the Southeasterly Right—of—Way Line of Southard Street; thence Southeasterly along the the said 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 angle to the Right of 89'57'40" and in a Northwesterly direction for 1.35 feet; thence at a right angle and in a Northwesterly direction for 22.50 feet; thence at a right angle and in a Northwesterly direction for 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. Containing 4,297,4750 Square Feet, more or less.

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	LEGEI	ND [']	
A/C BAL	Air Conditioner Balcony	LB	Licensed Business Number
BM	Bench Mark	М	Measured
CB	Catch Basin	N.T.S.	Not To Scale
Œ_	Center Line	0.R.	Official Records
c̄ο	Clean Out	ОН	Over Head
CONC	Concrete	P	Plat
C.B.S.	Concrete Block Stucco	PB	Plat Book
CUP	Concrete Utility Pole	P.O.B.	Point Of Beginning
COV,D	Covered	P.O.C.	Point Of Commenc
D	Deed	R/W	Right Of Way
ELEV	Elevation	SÌB SIP	Set Iron Bar
F.FL.	Finished Floor Elevation	SPK	Set Iron Pipe Set Nail And Disc
FD FIB	Found Found Iron Bar	STY	Story
FIP	Found Iron Bar Found Iron Pipe	UP	Utility Pole
inv	Invert	йм	Water Meter
IRR	Irregular	wv	Water Valve

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 5J-17 Florida Statue Section 472.027, and the American land Title Association, and that there are no viable encroachments unless shown hereon.

FREDERICK H. HILDEBRANDT Professional Land Surveyor & Mapper No. 2749 Professional Engineer No. 36810

fred/dwg/keywest/block54/601duva

NOT VALID UNLESS EMBOSSED WITH RAISED SEAL & SIGNATURE State of Florida Key West Gallery Inc. 601 Duval Street, Key West, Florida 33040 **BOUNDARY SURVEY** 14-361 Tood panel No 1509 Scale: **1"=20**' Dwn. By: F.H.H. Flood Elev. ISLAND SURVEYING INC. 33-66 Date: 6/4/96 **ENGINEERS PLANNERS SURVEYORS** REVISIONS AND/OR ADDITIONS 9/5/14: updated, owner, cert. (305) 293-0466 Fax. (305) 293-0237 fhildeb1@bellsouth.net 3152 Northside Drive Suite 201 Key West, Fl. 33040 L.B. No. 7700

REVISED DESIGN

GENERAL NOTES:

1. DO NOT SCALE ANY DRAWING.

PERIOD OF CONSTRUCTION.

FEMA MAP FLOOD ZONE X

DISTRICT

SITE AREA

LOT SIZE

IMPERVIOUS

OPEN SPACE

ACCESSORY

STRUCTURE

SETBACKS

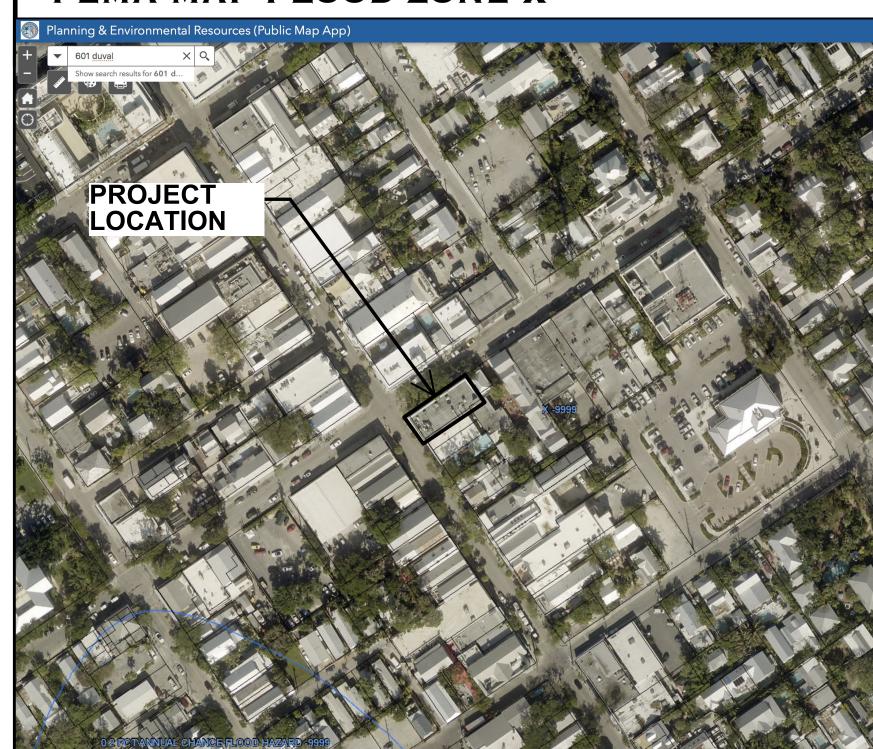
FRONT SETBACK

REAR SETBACK

WEST SIDE

SETBACK

SETBACK



EXISTING

EXISTING

EXISTING

EXISTING

EXISTING

NO CHANGE

NO CHANGE

NO CHANGE

NO CHANGE

NO CHANGE

601 DUVAL STREET

KEY WEST, FL 33040

DESIGN NOTES: SITE LOCATION MAP Sailing For Seniors Heron House PROJECT Imjuscuttin Barber Studio Old Town Mexican Cafe

ARCHITECT PRIOR TO CONSTRUCTION. 3. 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. 4. 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. 5. ALL MANUFACTURED ARTICLES, MATERIALS AND EQUIPMENT SHALL BE APPLIED, INSTALLED, ERECTED AND CONNECTED IN ACCORDANCE WITH MANUFACTURER'S DIRECTIONS AND RECOMMENDATIONS. 6. 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. 7. 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. 8. ALL DAMAGED AND DEFECTIVE MATERIAL AND WORKMANSHIP IN CONNECTION WITH THE WORK SHALL BE REMOVED, REPLACED, AND RECTIFIED. 9. ALL LEGALLY REQUIRED APPROVALS AND PERMITS NECESSARY FOR THE EXECUTION AND COMPLETION OF THE WORK SHALL BE OBTAINED. 10. ALL TIE-INS AND UTILITY SERVICES ARE TO BE COORDINATED WITH THE RESPECTIVE UTILITY

11. ALL CONSTRUCTION DEBRIS SHALL BE REMOVED PRIOR TO THE COMPLETION OF THE PROJECT.

13. ANY REVISIONS MUST BE APPROVED BY: ARCHITECT PRIOR TO TO CONSTRUCTION.

CONSTRUCTION UNTIL SEALED AND SIGNED BY THE ARCHITECT/ENGINEER.

ARCHITECT'S AND ENGINEER'S WRITTEN PERMISSION THIS DRAWING IS NOT TO BE USED FOR

12. 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

14. 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

2. WRITTEN DIMENSIONS HAVE PRECEDENCE OVER SCALED DIMENSIONS. LARGER SCALE DETAILS

HAVE PRECEDENCE OVER SMALLER SCALE DETAILS. ANY DISCREPANCIES ARE TO REPORTED TO

SCOPE OF WORK:

DRAWING SCHEDULE:

EXISTING SURVEY

C1.0

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.

TITLE, SITE DATA & PROJECT INFO

EXISTING 1ST FLOOR & MEZZANINE PLANS

ARCHITECTURAL SITE PLAN

EX1.2 EXISTING 2ND FLOOR & ROOF PLANS

EXISTING ELEVATIONS

EXISTING ELEVATIONS

PROPOSED FIRST FLOOR

PROPOSED SECOND FLOOR

EX1.5 EXISTING SECTIONS

A3.1A PROPOSED ELEVATIONS

A3.2A PROPOSED ELEVATIONS

DRAWN: TSN & EDSA CHECKED:

REVISION # DATE

DATE: 09-29-20

TIMOTHY SETH NEAL FLA. REGISTRATION # AR97505

T.S. NEAL

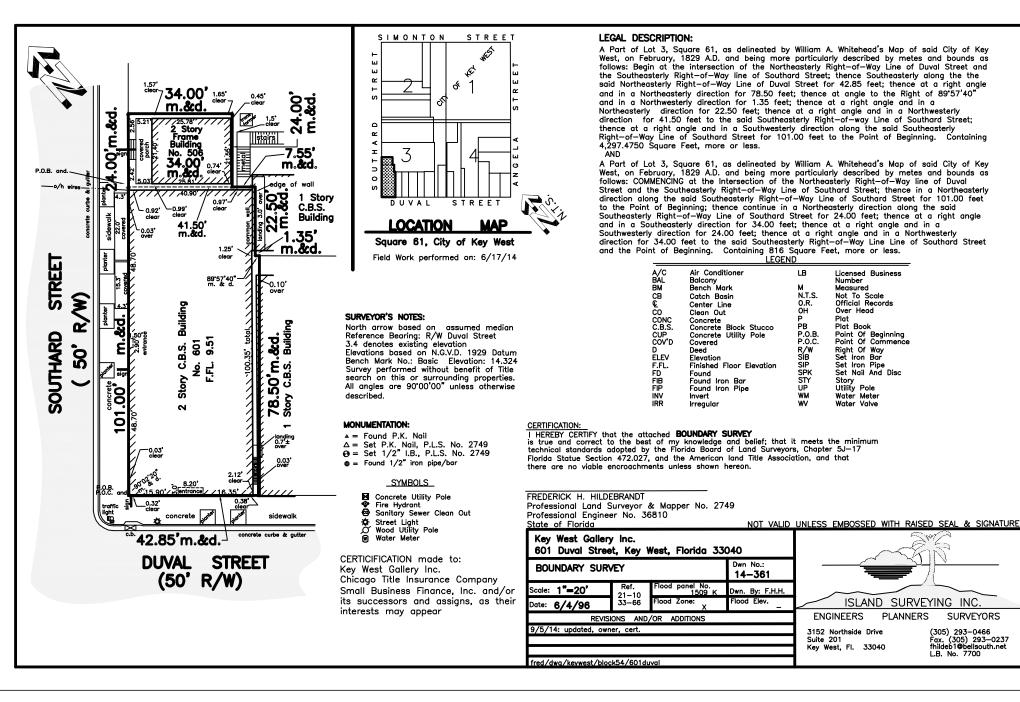
ARCHITECTS INC.

DRAWING TITLE:
EXISTING SURVEY
as a subsequence of the subsequence of

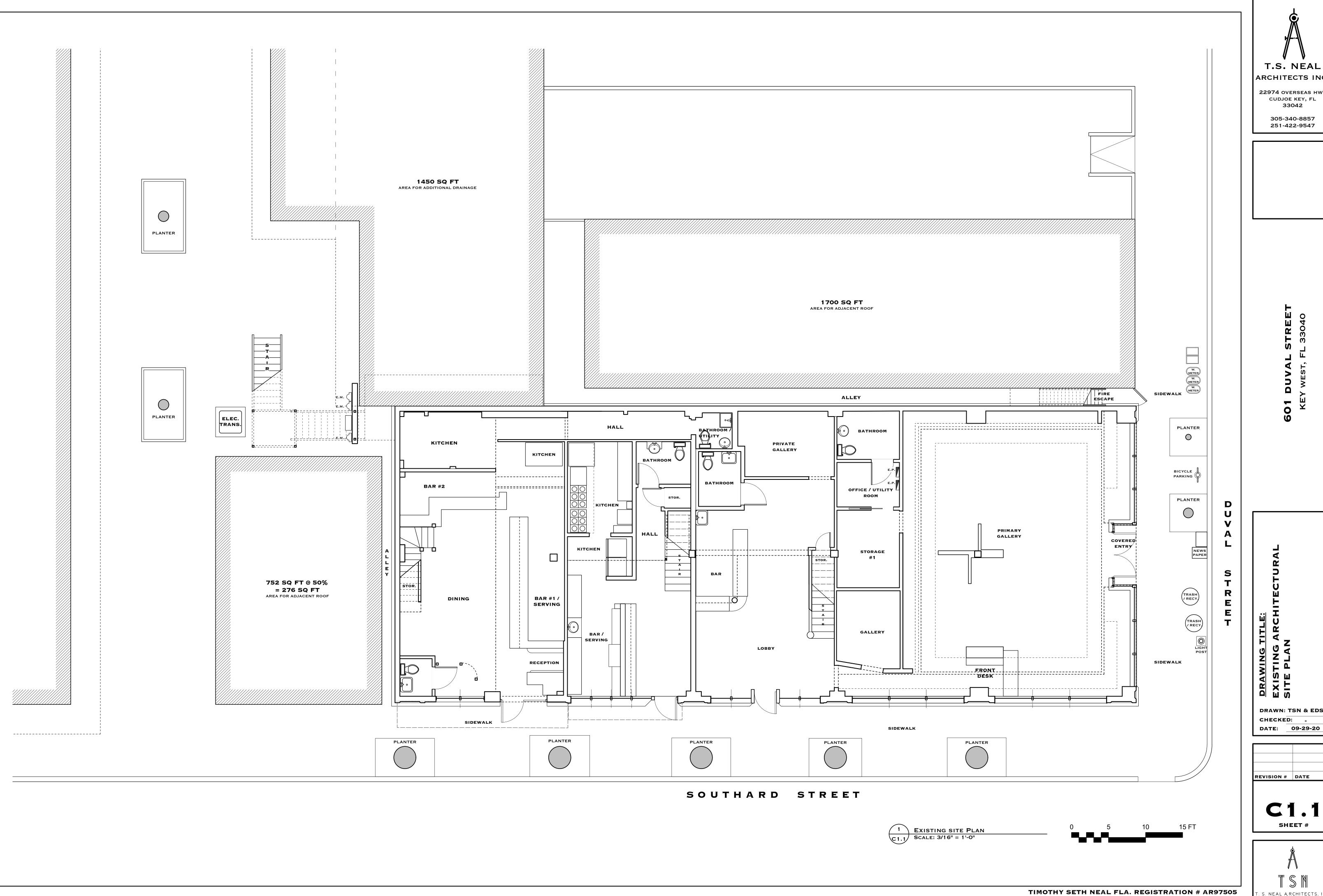
REVISION # DATE

C1.0





SURVEY PROVIDED BY OWNER



T.S. NEAL ARCHITECTS INC.

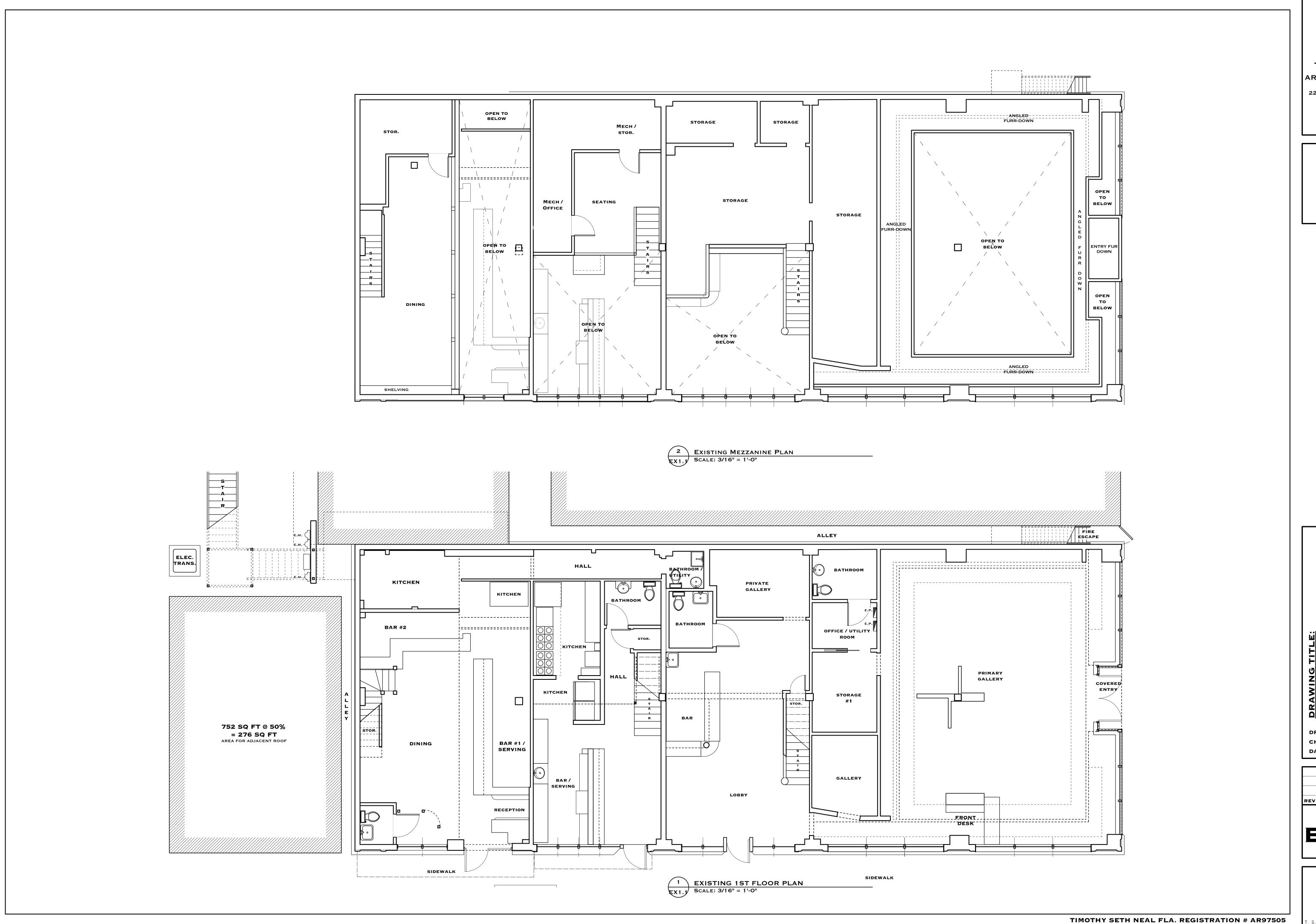
22974 OVERSEAS HWY CUDJOE KEY, FL

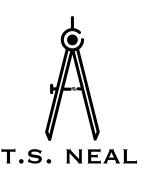
33042

DRAWN: TSN & EDSA CHECKED: _

SHEET #







T.S. NEAL ARCHITECTS INC.

22974 OVERSEAS HWY CUDJOE KEY, FL 33042

> 305-340-8857 251-422-9547

AL STREET it, FL 33040

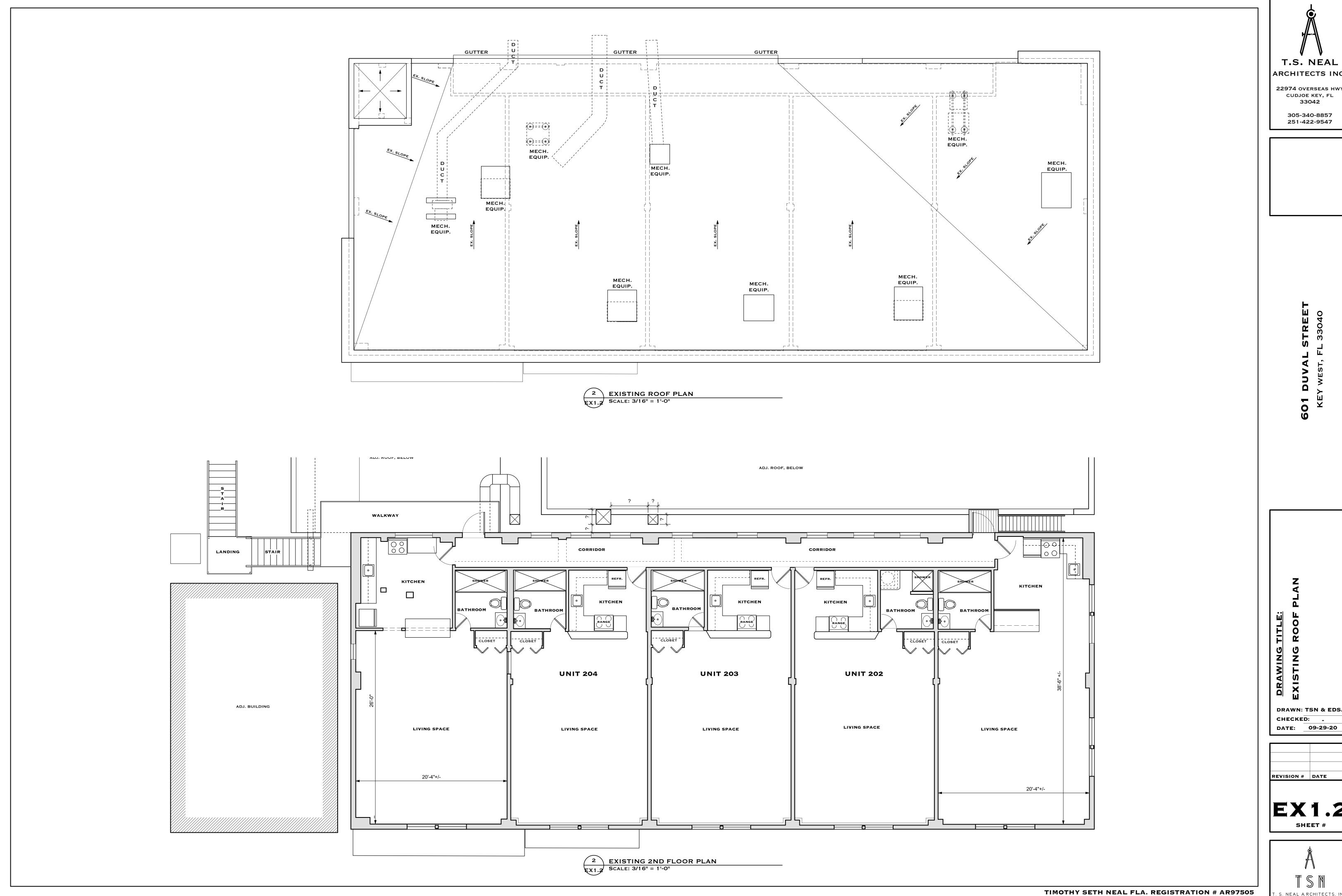
601 DUVAL STRE KEY WEST, FL 33040

DRAWING TITLE:

REVISION # DATE

EX1.1

TSN T. S. NEAL ARCHITECTS, INC



T.S. NEAL ARCHITECTS INC.

22974 OVERSEAS HWY CUDJOE KEY, FL 33042

> 305-340-8857 251-422-9547

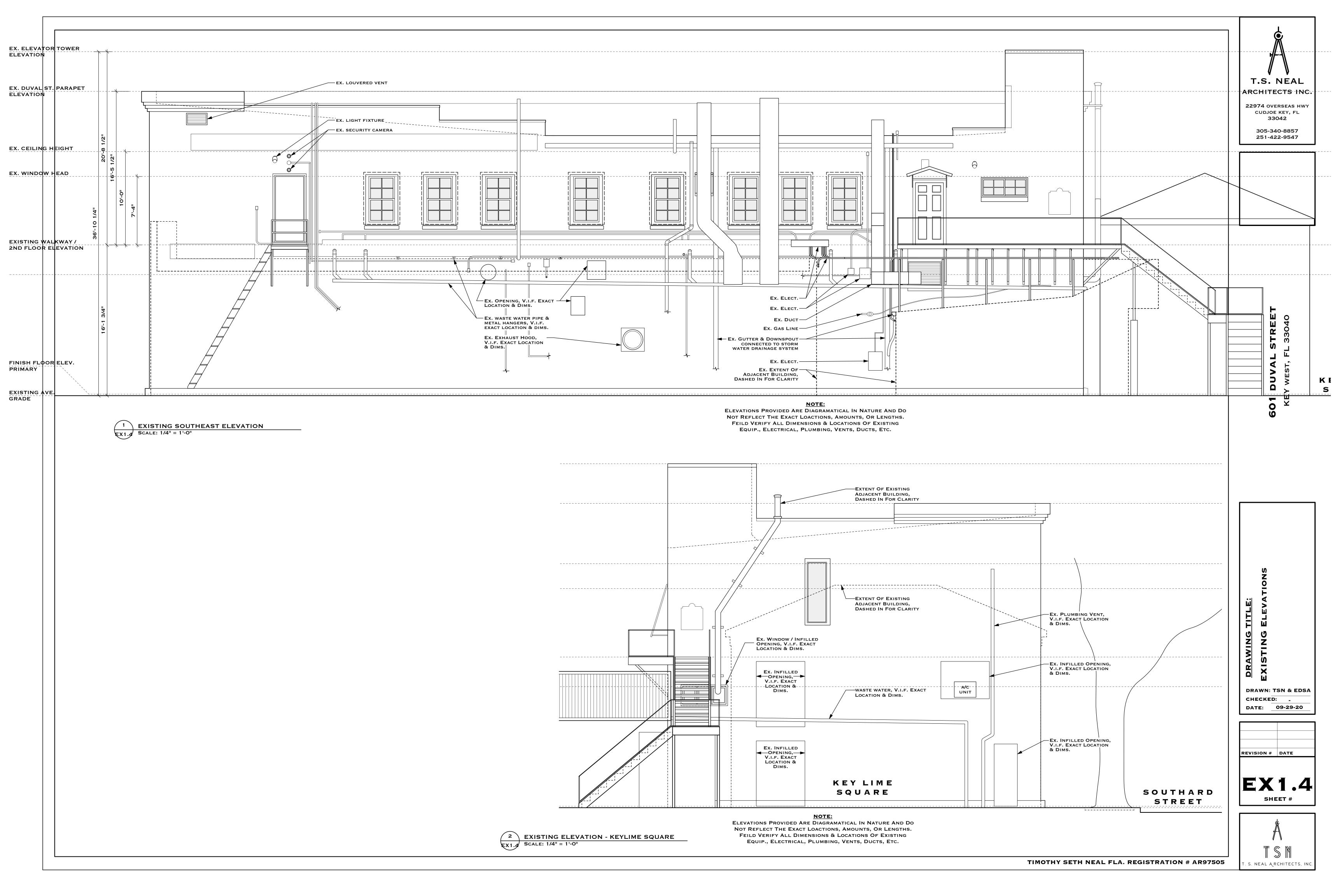
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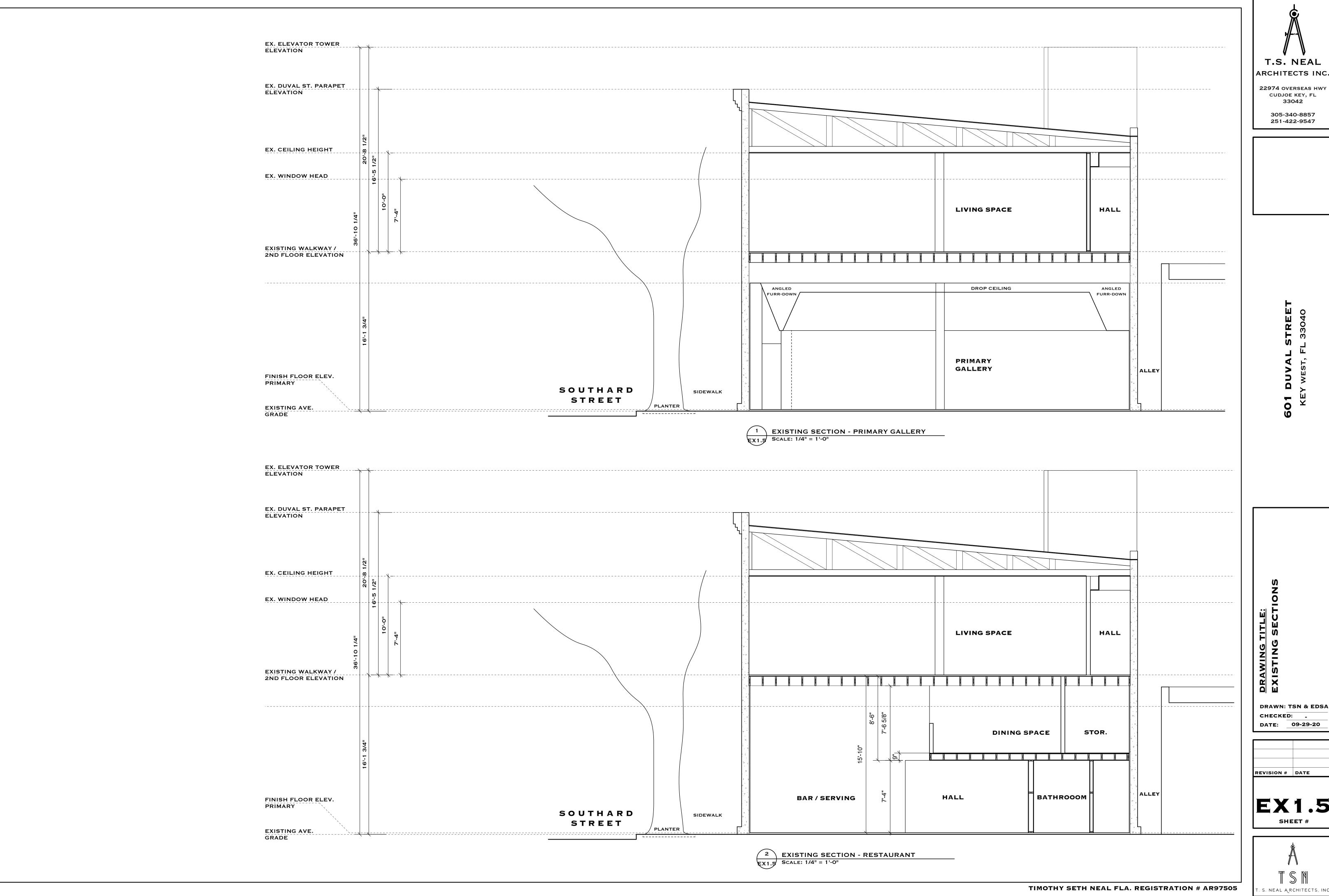
REVISION # DATE

SHEET #









T.S. NEAL

ARCHITECTS INC.

305-340-8857

DRAWN: TSN & EDSA

REVISION # DATE

SHEET#

. S. NEAL ARCHITECTS, INC

CUDJOE KEY, FL

33042

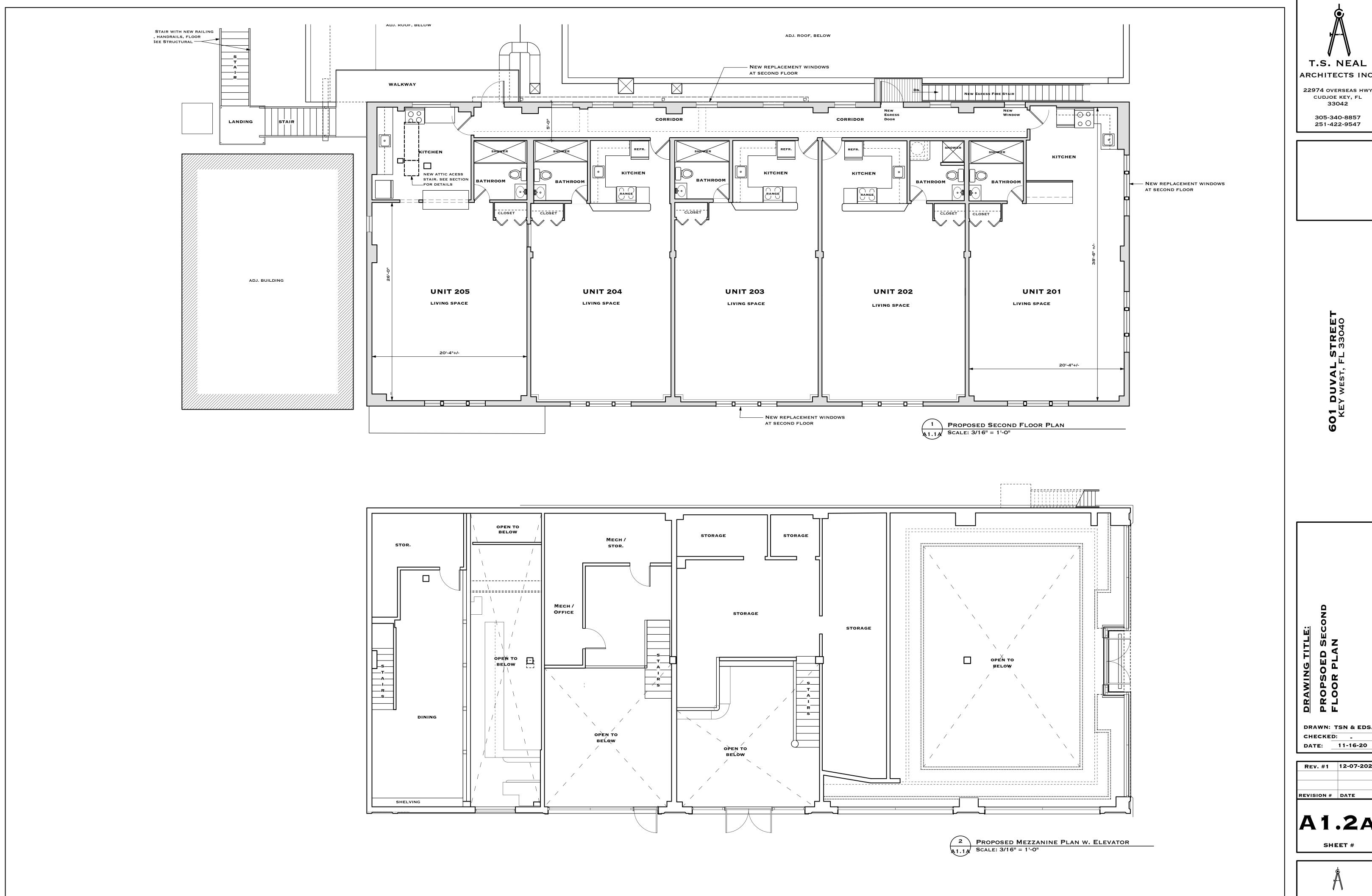
305-340-8857

CHECKED: DATE: 11-16-20 REV. #1 12-07-2020

REVISION # DATE

SHEET #

Γ. S. NEAL ARCHITECTS, INC



T.S. NEAL ARCHITECTS INC. 22974 OVERSEAS HWY CUDJOE KEY, FL

33042

305-340-8857

251-422-9547

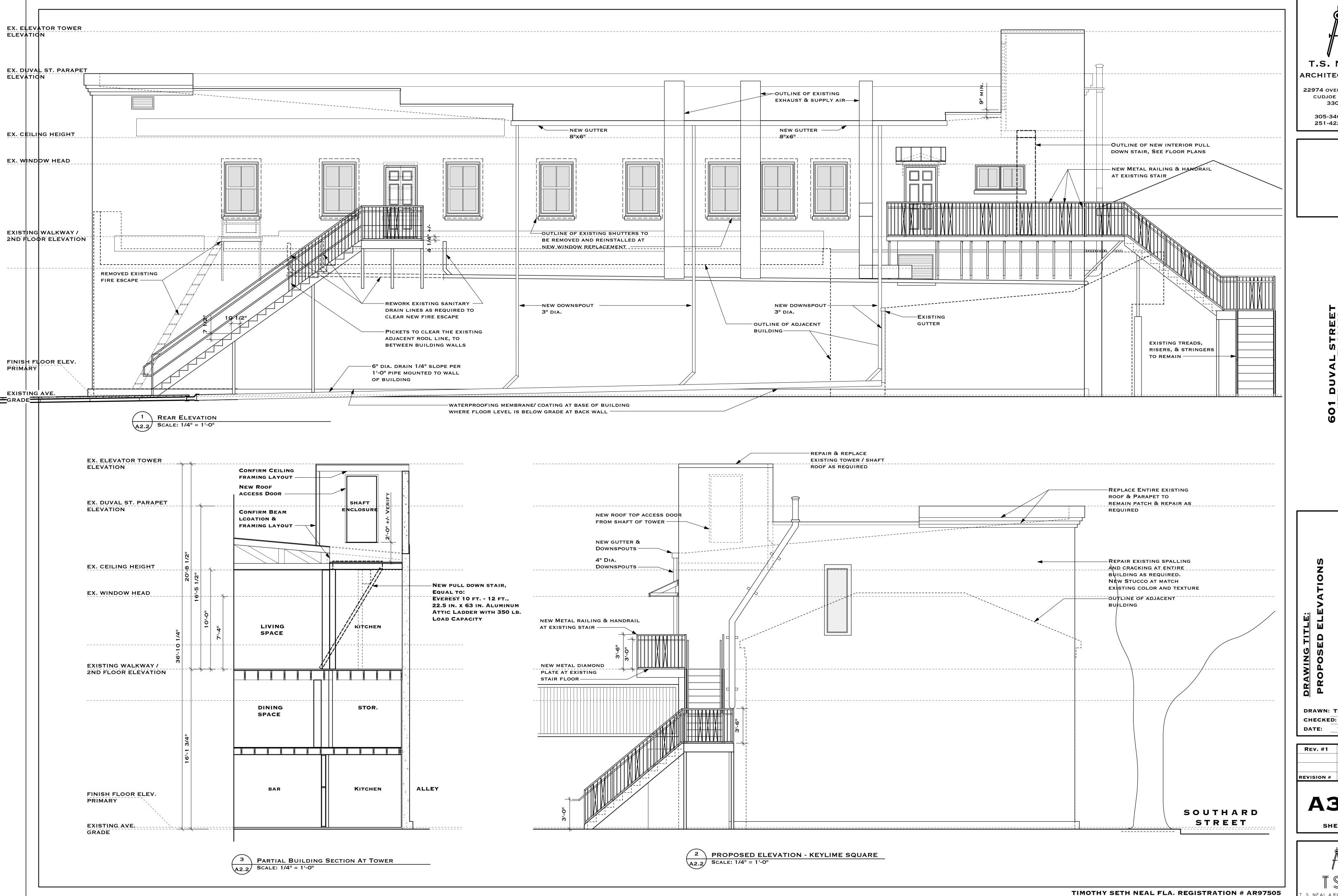
DRAWN: TSN & EDSA CHECKED: _

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

SHEET #







T.S. NEAL ARCHITECTS INC.

22974 OVERSEAS HWY CUDJOE KEY, FL 33042

> 305-340-8857 251-422-9547

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

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

SHEET #

. S. NEAL ARCHITECTS, INC

The Historic Architectural Review Commission will hold a public meeting at 5:00 p.m., January 26, 2021 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 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. REMOVAL OF STOREFRONTS.

#601 DUVAL STREET

Applicant – T S Neal Architects Application #H2020-0038

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.

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

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

HARC POSTING AFFIDAVIT

DEFORE ME, the unit	dersigned authority, personally appea	ared EVAN AMA
depose and says that his/her knowledge and	the following statements are true an	
Review Commiss	tice for Public Notice of Hearing of th sion (HARC) was placed on the followi	
ao day of 1		
This legal notice	(s) contained an area of at least 8.5"x	:11".
	s posted to notice a public hearing before view Commission to be held on NOAKY	
The legal notice(property.	(s) is/are clearly visible from the publi	c street adjacent to the
The Certificate of	f Appropriateness number for this legal	notice is <u>H2020-0038</u>
2. A photograph of	that legal notice posted in the proper	ty is attached hereto.
	Signed Name of Affian	t:
	Date: 01-21-202 Address: 1207 FLORI City: Key WEST State, Zip: FL, 33	
The forgoing instrumer	nt was acknowledged before me on th , 20 <u>2/</u>	is 2/st day of
By (Print name of Affia personally known to m	ne or has produced FL OL.	who is
dentification and who		





REPLACE ALL STOREFRONTS, WINDOWS AND DOORS. REMOVAL OF STOREFRONTS.

#601 DUVAL STREET

Applicant - T S Neal Architects Application #H2020-0038

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PROPERTY APPRAISER INFORMATION



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 STORE COMBO (1200)

Class

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

 Perimiter
 0

 Stories
 2

 Interior Walls
 Exterior 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
Haaf 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
TOTAL		8,116	7,976	0

OFF BLDG-1 STY-B / 17B Style

Gross Sq Ft 1,302 Finished Sq Ft 1,092 Perimiter 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
TOTAL		1.302	1.092	0

Yard Items

Description	Year Built	Roll Year	Quantity	Units	Grade
WALL AIR COND	1979	1980	1	1UT	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

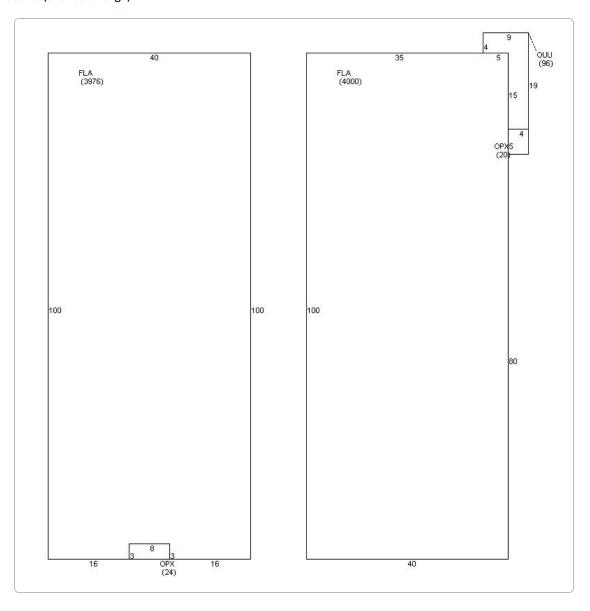
	0/00/0040	40/4/0040	40		EVICETING 40V/4V/T LIGOR ANAVELIRADE FAN EVILADES COOL/FAN ON POOF 4/ CANVALLED DUCT
17- 00002217	3/22/2018	12/4/2018	\$0	Commercial	EXISTING 10X4 KIT HOOD MAKE UP AIR FAN EXHAUST COOK FAN ON ROOF. 16 GA WALLED DUCT EXHUAST GREASER DOOR 90 S S. NOC WITH APPLICATION. HARC INSPECTION 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 INSIDE AND BAMBOO PANEL ON THE OUTSIDE. COVER EXISTING WALL APPROX. 48 IF W/FRP PANEL AND APPROX. 40 IF W/STAINLESS STELL 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 REMAING 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***********************************
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 10-3288	10/8/2010 10/5/2010		\$2,200 \$6,000	Commercial Commercial	INSTALL GREASE TRAP, MOVE FLOOR DRAIN, REPLACE HAND SINK AND MOVE SINK. 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 06-1518	3/26/2006	7/26/2006 7/26/2006	\$1,000 \$600	Commercial Commercial	NEW 200 AMP PANEL INSTALL EXISTG BRANCH CIRCUITS INTO CONDUIT
06-1316	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 3/20/2003	9/29/2003 9/29/2003	\$500 \$1,400	Commercial	ELE. #508
00-3420	10/23/2000	11/16/2001	\$1,400	Commercial Commercial	ELE. #506 REPLASTER/REPLACE WOOD
00-3420	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

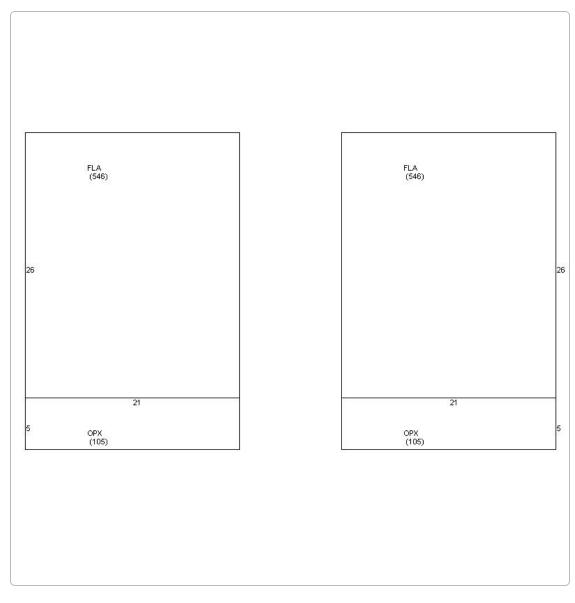
MECHANICAL		\$3,000	7/1/1997	1/1/1997	9604844
1500		\$1,500	7/1/1997	1/1/1997	9700244
ommercial SIGN	Commercial	\$250	7/1/1997	1/1/1997	97-0116
MECHANICAL		\$1,950	8/1/1996	7/1/1996	9602743
ELECTRICAL		\$450	8/1/1996	7/1/1996	9603053
ELECTRICAL		\$500	8/1/1996	6/1/1996	9602619
2-2.5 TON AC'S		\$6,000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

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Sketches (click to enlarge)





Photos





Map



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2020 Notices Only

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