

**Development Review Committee
September 14, 2009 – 9:00 a.m.
Old City Hall, 510 Greene Street**



- Item 3f. Transient License Transfer - 915 Windsor Lane (RE 00020090-000000) to 918-920 Center Street (RE# 00017830-000000) - An application for a Transient License Transfer from 915 Windsor Lane located in the Historic Medium Density Residential (HMDR) zoning district to 918-920 Center Street located in the Historic Residential Commercial Core (HRCC-1) zoning district per Sections 122-1338 and 122-1339 of the Land Development Regulations of the Code of Ordinances of the City of Key West, Florida**

APR 29 2009

City of Key West Planning Department
P. O. Box 1409, Key West, FL 33041-1409
(305) 809-3720

Application for Transfer of Transient Units and / or Licenses

Please complete this application in its entirety accompanied by a check for **\$2,000.00** made out to the City of Key West. There is also **separate fees of \$50.00** for Fire Department Review and Advertising and Noticing fee of **\$100.00**. **Deliver the original and 2 signed & sealed surveys and site plans** to the Planning Department at 604 Simonton Street. It is suggested that a pre-application discussion be scheduled as well as an appointment to deliver the application. Due to the complexity and individuality of each transaction, the Planning Department may need additional information prior to processing.

This application is for a transaction involving a transfer from one location (sender site) to another (receiver site). If there is an additional site at either end of the transfer process, this requires another application.

The owner(s) of both the sender site and receiver site are the applicants and must sign the application. Corporations and partnerships must sign as legally required. If another person is acting as the agent or authorized representative of the owner, supporting documentation must be provided as indicated.

The application process for a Transient Transfer is:
Development Review Committee (DRC)
Planning Board

A. Fill in the following information.

Sender Site

Receiver Site

Address of Site

915 WINDSOR LANE

Address of Site

918-920 CENTER ST

RE# 00020090-000000

RE# 00017830-000000

Name(s) of Owner(s):

WINDSOR TOWNHOMES, LLC

Name(s) of Owner(s):

CENTER COURT - HISTORIC

FAM & Cottages, LLC

Name of Agent or Person to Contact:

MICHAEL INGRAM

Name of Agent or Person to Contact:

NAOMI VAN STEELANDT

Address: 400 TRUMAN AVE

KW, FL

Address: 915 CENTER ST

Telephone 292-7122

Telephone ~~304~~ 304-890

Email mingram@mbi-kw.com

Email NVS@bellsouth.net

For Sender Site:

"Local name" of property 915 Windsor^{Ln.}/Windsor Townhomes, LLC Zoning district HAOR
Legal description See ATTACHED DEED

Current use: TRANSIENT TOWNHOMES

Number of existing transient units: 6 FULL ON-SITE, 9 UNASSIGNED

Size of site 18,174 sq ft. Number of existing city transient rental licenses: 9-6/8, 6 Full

What is being removed from the sender site? 4-5/8 UNASSIGNED TRANSIENT Licenses

What are your plans for the sender site? Redeveloped as

WINDSOR TOWNHOMES - 6 FULL TRANSIENT RENTAL Units

For Receiver Site: 918-920 CENTER ST. - Cottages
"Local name" of property CENTER COURT - HISTORIC INN & Cottages Zoning district HRCC3

Legal description See ATTACHED DEED

Current use RENOVATING - UNOCCUPIED

Size of site: 4288 sq ft Number of existing city transient rental licenses: 0

Number of existing transient and/or residential units: 1 TRANSIENT, 3 RESIDENTIAL

Existing non-residential floor area 0

What will be transferred to the receiver site? 4-5/8 TRANSIENT Licenses

What are your plans for the receiver site? TRANSIENT RENTALS, PART OF CENTER COURT - HISTORIC INN & Cottages, LLC

SENDER SITE

Sender Site: Current Owner Information

FOR INDIVIDUALS

1. NAME _____ 2. NAME _____
ADDRESS _____ ADDRESS _____
TELEPHONE(1) _____ TELEPHONE(1) _____
(2) _____ (2) _____
FAX _____ FAX _____

FOR CORPORATIONS

A. CORPORATE NAME TOWNHOMES ON WINDOR LANE, LLC
B. STATE/COUNTRY OF INCORPORATION FLORIDA
C. REGISTERED TO DO BUSINESS IN THE STATE OF FLORIDA YES NO
D. NAMES OF OFFICERS AND DESIGNATIONS
MICHAEL INGRAM _____

FOR PARTNERSHIPS

A. NAME OF PARTNERSHIP: _____
B. STATE OF REGISTRATION: _____
C. GENERAL PARTNER WITH AUTHORITY TO BIND PARTNERSHIP:

FOR CORPORATIONS AND PARTNERSHIPS

NAME AND ADDRESS OF PERSON "IN HOUSE" TO CONTACT:

MICHAEL INGRAM
TELEPHONE(S) 292-7722 FAX 292-2162

Verification

Signature Page and Verification Form for Sender Site

I (We) Michael B. INGRAM

owner(s) or authorized agent of the owner(s) of the real property located at 915 WINDSOR LANE in the City of Key

West, Florida, RE# 00020090-000000 state that all of the

information contained in this application and all of the answers to the above questions are true and correct to the best of my knowledge and belief.

Signature _____ Date: _____

MICHAEL B. INGRAM DIRECTOR
print name designation

Signature [Handwritten Signature] Date: 6/10/09

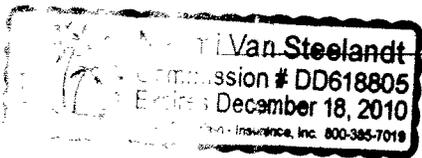
print name designation

Subscribed and sworn to or affirmed before me on JUNE 10, 2009 by MICHAEL B. INGRAM, personally known to me or presenting _____ to me as identification.

[Handwritten Signature]
Notary Public Signature

Name printed: Maureen Van Steelandt Title NOTARY

Commission, Date _____



Deed

This instrument prepared by:
Karleen A. Grant, Esq.
604 Whitehead Street
Key West, Florida 33040

Parcel I.D. No:
00020090 000000

MONROE COUNTY
OFFICIAL RECORDS

FILE # 1 4 5 2 6 1 0
BK# 2 0 1 8 PG# 9 3 8

RCD JUN 22 2004 02:41PM
DANNY L KOLHAGE, CLERK

DEED DOC STAMPS 32882.50
06/22/2004 RP DEP CLR

(Space reserved for recording)

WARRANTY DEED

THIS INDENTURE,

Wherever used herein, the term "party" shall include the heirs, personal representatives, successors and/or assigns of the respective parties hereto; the use of the singular numbers shall include the plural, and the plural the singular, the use of any gender; and, if used, the term "note" shall include all the notes herein described if more than one.

Made this 21 day of June, 2004.

Between **THE JIRADOS COMPANY, A FLORIDA CORPORATION**, 915 Windsor Lane, Key West, Florida 33040, party of the first part, and **ELEGANT ISLAND HOMES AT THE SEA ISLE ON WINDSOR LANE, LLC**, a Florida Limited Liability Company, 604 Whitehead Street, Key West, FL 33040, party of the second part.

WITNESSETH

That the said party of the first part, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, to him in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, has granted, bargained and sold to the said party of the second part, its successors and assigns forever, the following described land, situated, lying and being in the County of Monroe, State of Florida, to wit:

On the Island of Key West and known on William A. Whitehead's Map of said Island delineated in February, A. D. 1829 as a part of Tract 5: Commencing at a point on the Easterly corner of Windsor Lane and Johnson Alley and running thence along Windsor Lane in a Southeasterly direction 116 feet and 6 inches; thence at right angles in a Northeasterly direction 156 feet; thence at right angles in a Northwesterly direction 116 feet and 6 inches; thence at right angles in a Southwesterly direction 156 feet back to the Point of Beginning.

Commonly Known as 915 Windsor Lane, Key West, FL

SUBJECT TO conditions, limitations and restrictions and easements of record, if any.

SUBJECT TO taxes and assessments for the year 2004 and subsequent years.

And the said party of the first part does hereby fully warrant the title to said land, and will defend the same against the lawful claims of all persons whomsoever.

In Witness Whereof, the said party of the first part has hereunto caused its appropriate officer to set his hand and seal the day and year first above written.

WITNESSES:

THE JIRADOS COMPANY, A FLORIDA CORPORATION.

1. Maryanne Johnson
Print Name: Maryanne Johnson

BY: Randy P. Buclos
RANDY P. BUCLOS, PRESIDENT

Karleen A Grant
Print Name: KARLEEN A GRANT

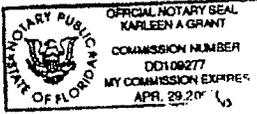
FILE #1452610
BK#2018 PG#939

STATE OF FLORIDA)
)
COUNTY OF MONROE)

The foregoing instrument was acknowledged before me this 21 day of June, 2004, by **RANDY P. DUCLOS, AS PRESIDENT OF THE JIRADOS COMPANY, A FLORIDA CORPORATION**, on behalf of said corporation, who is personally known to me or who produced _____ as identification.

My Commission Expires:

Karleen A Grant
NOTARY PUBLIC -
KARLEEN A GRANT
Print Name:



MONROE COUNTY
OFFICIAL RECORDS

EXHIBIT A
LEGAL DESCRIPTION OF CONDOMINIUM PROPERTY

On the Island of Key West and known on William A. Whitehead's Map of said Island delineated in February, A.D. 1829 as a part of Tract 5: Commencing at a point on the Easterly corner of Windsor Lane and Johnson Alley and running thence along Windsor Lane in a Southeasterly direction 116 feet and 6 inches; thence at right angles in a Northeasterly direction 156 feet; thence at right angles in a Northwesterly direction 116 feet and 6 inches; thence at right angles in a Southwesterly direction 156 feet back to the Point of Beginning.

**CONSENT ACTION IN LIEU
OF SPECIAL MEETING OF THE MEMBERS OF
ELEGANT ISLAND HOMES AT THE SEA ISLE ON WINDSOR LANE, LLC**

The undersigned, being all of the Members of Elegant Island Homes at the Sea Isle on Windsor Lane, LLC, a Florida limited liability company, do hereby consent in writing to the adoption of the following resolutions, taking said action in lieu of a special meeting:

RESOLVED AS FOLLOWS:

1. That all notices of this meeting, whether required by statute, Operating Agreement or otherwise, be waived.
2. That Sanford Berris and David C. Wilson have transferred their Sixty-six and Two-thirds (66-2/3) interest, or Sixty-six and Two-thirds percent (66.66%) interest, in Elegant Island Homes at the Sea Isle on Windsor Lane, LLC, represented by membership certificate numbers 1 and 2, respectively, to Michael B. Ingram.
3. That the Company be and is hereby authorized and directed to accept membership certificate number 1 from Sanford Berris for thirty-three and one-third (33-1/3) units.
4. That the Company be and is hereby authorized and directed to accept membership certificate number 2 from David C. Wilson for thirty-three and one-third (33-1/3) units.
5. That the Company be and is hereby authorized and directed to issue membership certificate number 4 in the name of Michael B. Ingram for Sixty-six and Two-thirds (66-1/3) units.
6. That in connection with the foregoing, the Managing Members of this Company be and are hereby authorized and directed to execute any and all further documents that may be necessary and required in order to effectuate the foregoing resolution.
7. That Sanford Berris and David C. Wilson are hereby removed as Managing Members of Elegant Island Homes at the Sea Isle on Windsor Lane, LLC.
8. That all action taken and business transacted by the limited liability company to date is hereby ratified, approved and confirmed.
9. That the signing of this written consent by the Members shall constitute full ratification thereof and waiver of notice of the meeting.



ARTICLES OF AMENDMENT
TO
ARTICLES OF ORGANIZATION
OF

Elegant Island Homes at the Sea Isle on Windsor Lane, LLC
(Name of the Limited Liability Company as it now appears on our records.)
(A Florida Limited Liability Company)

The Articles of Organization for this Limited Liability Company were filed on 05/21/20 and assigned
Florida document number L04000038768

This amendment is submitted to amend the following:

A. If amending name, enter the new name of the limited liability company here:

Townhomes on Windsor Lane, LLC

The new name must be distinguishable and end with the words "Limited Liability Company," the designation "LLC" or the abbreviation "L.L.C."

B. If amending the registered agent and/or registered office address on our records, enter the name of the
registered agent and/or the new registered office address here:

Name of New Registered Agent:

New Registered Office Address:

(Enter Full street address)

_____ Florida _____

(City)

(Zip Code)

New Registered Agent's Signature, If changing Registered Agent:

I hereby accept the appointment as registered agent and agree to act in this capacity. I further agree to comply with the provisions of all statutes relative to the proper and complete performance of my duties, and I am familiar with and accept the obligations of my position as registered agent as provided for in Chapter 607, F.S. Or, if this document is being filed to merely reflect a change in the registered office address, I hereby certify that the limited liability company has been notified in writing of this change.

(If Changing Registered Agent, Signature of New Registered Agent)

08 JAN 22 PM 12:15
SECRETARY OF STATE
TALLAHASSEE, FLORIDA
FILED

If amending the Managers or Managing Members on our records, enter the Title, name, and address of each Manager or Managing Member being added or removed from our records:

MGR = Manager
MGRM = Managing Member

<u>Title</u>	<u>Name</u>	<u>Address</u>	<u>Type of Action</u>
_____	_____	_____	<input type="checkbox"/> Add <input type="checkbox"/> Remove
_____	_____	Doc# 1680628 Bk# 2343 Pg# 1922	<input type="checkbox"/> Add <input type="checkbox"/> Remove
_____	_____	_____	<input type="checkbox"/> Add <input type="checkbox"/> Remove
_____	_____	_____	<input type="checkbox"/> Add <input type="checkbox"/> Remove
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_____	_____	_____	<input type="checkbox"/> Add <input type="checkbox"/> Remove
_____	_____	_____	<input type="checkbox"/> Add <input type="checkbox"/> Remove

FILED
 08 JAN 22 PM 12:15
 SECRETARY OF STATE
 TALLAHASSEE, FLORIDA

D. If amending any other information, enter change(s) here: (Attach additional sheets if necessary.)

Dated 1-17-2008

Michael B. Ingram
 Signature of a member of the organization

Michael B. Ingram

Typed or printed name of signatory

State of Florida



Department of State

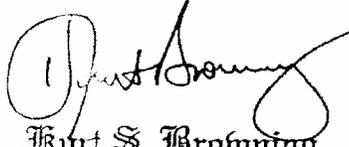
I certify the attached is a true and correct copy of Articles of Amendment, filed on January 22, 2008, to the Articles of Organization for ELEGANT ISLAND HOMES AT THE SEA ISLE ON WINDSOR LANE, LLC which changed its name to TOWNHOMES ON WINDSOR LANE, LLC, a Florida limited liability company, as shown by the records of this office.

The document number of this limited liability company is L04000038768.

Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capitol, this the
Thirty-first day of January, 2008



CR2E022 (01-07)

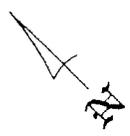

Kurt S. Bronning
Secretary of State

Survey

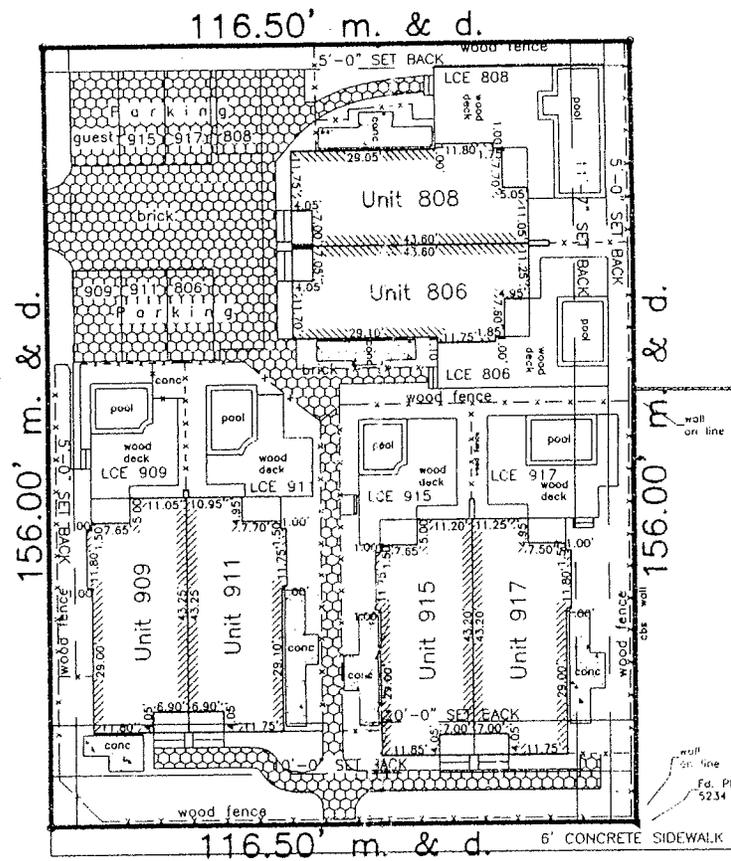
THE SEA ISLE TOWNHOMES ON WINDSOR LANE CONDOMINIUM

SITE PLAN

Doc# 1655392
BKH 2311 P#H 1341



JOHNSON ALLEY (16.5' R/W)



WINDSOR LANE (30' R/W)

SHEET 5 OF 18

The Sea Isle Townhomes on Windsor Lane Condominium			
909-911 Windsor Lane Key West FL. 33040			
CONDOMINIUM SURVEY		Dwg. No. 05-376	
Scale 1" = 30'	Ref. file	Flood Panel No. 1516 K	Dwn. By C.M. :
Date 8/8/05		Flood Zone X	Flood Elev. -
REVISIONS AND/OR ADDITIONS			
1/8/07: Update, layout			
2/15/07: Update, details			
c:\drawings\key west\block 79\sea isle conda\sea isle conda docs			

FREDERICK H. HILDEBRANDT
ENGINEER PLANNER SURVEYOR

3152 Northside Drive
Suite 201
Key West, FL 33040
(305) 293-0466
Fax (305) 293-0237



Site Plans



Additional Sender Information

RESOLUTION NO. 05-124-120

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF KEY WEST, FLORIDA APPROVING A MINOR DEVELOPMENT PLAN FOR 915 WINDSOR LANE; PROVIDING FOR CONDITIONS; PROVIDING FOR AN EFFECTIVE DATE

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

Section 1: That the attached Minor Development Plan for the project located at 915 Windsor Lane is hereby approved; provided that the property owner fulfill the 11 conditions set forth in Planning Board Resolution No. 2005-002.

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

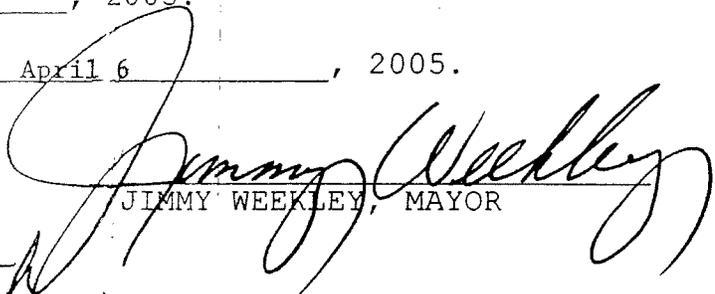
Passed and adopted by the City Commission at a meeting held this 5 day of April, 2005.

Authenticated by the presiding officer and Clerk of the Commission on April 6, 2005.

Filed with the Clerk April 6, 2005.

ATTEST:


CHERYL SMITH, CITY CLERK


JIMMY WEEKLEY, MAYOR



THE CITY OF KEY WEST
POST OFFICE BOX 1409
KEY WEST, FLORIDA 33041-1409
www.keywestcity.com

PLANNING DEPARTMENT
(305) 292-8229

EXECUTIVE SUMMARY

To: Julio Avel, City Manager
From: Kai Monast, Senior Planner II 
Date: February 23, 2005
RE: 915 Windsor Lane Minor Development Plan

ACTION STATEMENT:

Seeking approval of a Minor Development Plan to redevelop the existing 24-transient units and 1 manager apartment at the Sea Isles motel (RE# 00020090-000000) into 6 transient residential condominium units. There will be three buildings, each with 2 townhouses. The remaining transient units and licenses will be transferred off-site.

BACKGROUND:

This project involves a hotel converting into condominiums, but the application was received before the moratorium went into effect.

The transient use of the property is nonconforming for the HHDR zoning district. The property will retain its transient licenses and legally continue to operate as a transient use. However, there will be a reduction in the number of people on the property and a reduction in the intensity of use.

The Planning Board has recommended approval with conditions regarding construction management, landscaping, transfer of the transient units, garbage handling, and condominium rules (Resolution 2005-002. Attached).

The Planning Department and Planning Board granted a landscape waiver for Johnson Lane pursuant to Section 108-517 because the applicant has provided extra landscaping along Windsor Lane, few of the adjacent properties have the required landscaping, and the proposal is a significant improvement over the existing situation.

The applicant has accepted the Planning Board recommendation. No new plans are required.



THE CITY OF KEY WEST
POST OFFICE BOX 1409
KEY WEST, FLORIDA 33041-1409
www.keywestcity.com

PLANNING DEPARTMENT
(305) 292-8229

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The applicant has accepted the Planning Board recommendation. No new plans are required.

OPTIONS / ADVANTAGES / DISADVANTAGES:

1. Accept the Planning Board's recommendation of approval with conditions.

The conditions address the impact on neighbors, conformance with stormwater requirements, and adherence to City Codes regarding transient unit transfer.

2. Approve the project with no conditions.

This would remove conditions intended to protect the neighbors and adhere to City Codes.

3. Deny the project.

If the Commission chooses this option, then the applicant will most likely continue operating as a hotel until another set of plans is drafted and approved. Denying the project will also make any new proposal subject to the requirements of the hotel/condominium moratorium.

FINANCIAL IMPACT:

If Options 1 or 2 are approved, property values will increase and the applicant has agreed to provide a new sidewalk along Windsor Lane at no cost to the City. Option 3 will have no effect.

RECOMMENDATION:

Approval of Option A.

**PLANNING BOARD RESOLUTION
No. 2005-002**

**A RESOLUTION OF THE CITY OF KEY WEST
PLANNING BOARD PURSUANT TO SECTIONS 108-164
AND 108-196 OF SUBPART B OF THE LAND
DEVELOPMENT REGULATIONS OF THE CODE OF
ORDINANCES OF THE CITY OF KEY WEST
APPROVING AN APPLICATION FOR A MINOR
DEVELOPMENT PLAN TO DEMOLISH THE EXISTING
STRUCTURES AND CONSTRUCT THREE, 2-STORY, 2-
UNIT RESIDENTIAL BUILDINGS AT 915 WINDSOR
LANE (RE# 00020090-000000); PROVIDING FOR AN
EFFECTIVE DATE.**

WHEREAS, an application for Minor Development in Historic District Plan Review was filed November 1, 2004, by Donald L. Craig, Authorized Representative, on behalf of Michael B. Ingram, owner of property at 915 Windsor Lane (RE # 00020090-000000), located in the HHDR (Historic High Density Residential) Zoning District; and

WHEREAS, the applicant/owners desire to demolish 24 existing transient units and 1 manager's apartment and construct three, two-unit, two-story buildings; and

WHEREAS, the Historic Architectural Review Commission (HARC) approved the application (H04-09-03-1483) at its meeting of September 28, 2004, to remove the existing structures and replace with 3 detached buildings (6 units); and

WHEREAS, the DRC, at its Regular Meeting of November 10, 2004, reviewed the proposed Minor Development in Historic District Plan and presented comments and recommendations including:

Utilities:

- Keys Energy Services written comment: Customer will need to provide Keys Energy with a full set of plans and Project Review Form, so that Keys Energy can review the electrical requirements for this project.
- Florida Keys Aqueduct Authority written comment: This site is presently served by FCAA Accounts #000470 which is a 1-1/2" domestic meter. There is presently an 8" water main located on Windsor Lane and it appears adequate to serve this site. However a complete set of plans will be required to determine System Development Fees and meter requirements.

- Utilities: Sewer system based on site plan will need DEP access.

Site Safety and Security:

- Office of the Fire Marshal written comment: No report.

Construction/Permitting:

- Planning Department: This project needs to have a construction management plan. They are in the "Pipeline". Issue is the non-conforming use aspect of this site.
- City Engineer/Public Works: Any work on City right of way has to be permitted through City Engineering Department.
- Building Official: No comments.
- HARC: Approved by HARC.

Landscaping:

- Landscape Coordinator: This project is tentatively scheduled for the December Tree Commission. Lots of trees being transplanted and removed. All planter areas need to be contained.
- Planning: We have street frontage, landscaping requirements and let's add those to previous street frontage of perimeter landscaping. Next step Tree Commission, Planning Board and City Commission.

Pedestrian Access:

- Bicycle/Pedestrian Coordinator: Sidewalk across driveway apron on Windsor Lane needs to be continuous and ADA compliant. Site triangle at Johnson and Windsor Lane must be maintained in regards to fencing, landscape and parking. Will need to examine dimension of parking lot and spaces, and;

WHEREAS, the applicant revised the plans in response to comments from the Development Review Committee; and

WHEREAS, after public notice, the application for Minor Development in Historic District Review was heard in a public meeting by the Planning Board at its Regular Meeting of January 20, 2005; and

WHEREAS, at Planning Board meeting on January 20, 2005, the following plans were reviewed by the Board:

Plans	Drawn By	Date	Revised	Pg #	Received
Survey	Norby & O'Flynn	6/11/04	10/15/04	---	11/1/04
Site Plan	m.b. Ingram, Architect	11/01/04 HARC 11/01/04 DRC	11/16/04 12/14/04 1/05/05	A1.1	11/17/04 12/14/04 1/05/05
1 st Floor Plan	m.b. Ingram, Architect	11/01/04 HARC 11/01/04 DRC	11/17/04	A2.1	11/17/04
2 nd Floor Plan	m.b. Ingram, Architect	11/01/04 HARC 11/31/04 DRC	11/17/04	A2.1	11/17/04
Front Elevation	m.b. Ingram, Architect	11/31/04 HARC 11/01/04 DRC	11/17/04	A3.1	11/17/04
Side Elevation	m.b. Ingram, Architect	11/01/04 HARC 11/01/04 DRC	11/17/04	A3.1	11/17/04
Rear Elevation	m.b. Ingram, Architect	11/01/04 HARC 11/01/04 DRC	11/17/04	A3.1	11/17/04
Existing Tree Plan	The Craig Company	10/28/04		L-1	11/17/04
Preliminary Planting Plan	The Craig Company	10/28/04	12/07/04 1/05/05	L-1	11/17/04 12/14/04 1/05/05
Conceptual Utility Plan	m.b. Ingram, Architect	9/24/04	11/10/04	C2	11/17/04
Drainage Plan	m.b. Ingram, Architect	9/24/04	11/10/04 ?	C1	11/17/04 1/05/05

WHEREAS, at the Planning Board Meeting of January 20, 2005, Mr. Symroski reported that public notices were sent out and 7 no objection responses were received; and

WHEREAS, at the Planning Board Meeting of January 20, 2005, Mr. Symroski stated the Planning Department recommends approval of this application with conditions, as stated in the Staff Report of January 20, 2005 by Kai Monast; and

WHEREAS, the applicant does not object to the conditions placed upon the recommendation for approval in the January 20, 2005 Staff Report; and

WHEREAS, the applicant has requested a waiver of Section 108-413 (street frontage landscaping requirement) in a letter received by the Planning Department on January 5, 2005; and

WHEREAS, it has been determined that the applicant has adhered to the landscape requirement waiver application guidelines outlined in Section 108-517; and

WHEREAS, the proposal has more landscaping and a larger buffer area along Windsor Lane than required by City Code; and

WHEREAS, it has been determined that granting a landscaping waiver does not violate the criteria in Section 108-517(b); and

WHEREAS, at the Planning Board Meeting of January 20, 2005, Mr. Symroski stated that the Planning Department recommends that the landscaping requirement be waived based on superior design;

NOW, THEREFORE, BE IT RESOLVED by the Planning Board of the City of Key West, Florida:

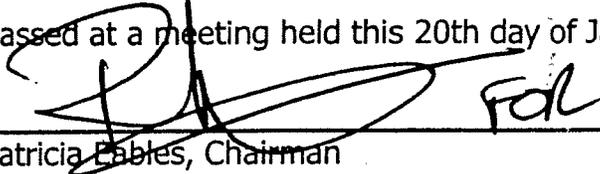
Section 1. That the Planning Board APPROVES WITH CONDITIONS the Application for the Minor Development in Historic District Plan dated November 1, 2004, for the parcel at 915 Windsor Lane (RE# 00020090-000000) with the following conditions:

1. After development, the property will have 15 remaining transient units available to transfer offsite. The transient licenses may not be transferred independent of the units. $15 \times .58 = 8.7$ RUGO = 9
2. Transient licenses must be kept current and all fees must be paid on the licenses until transferred.
3. Transient licenses must be transferred according to the process outline in the City Code.
4. The condominium ownership rules state that the condominium association is responsible for maintaining the drainage swales so they operate as required by City Code.
5. Detailed plans for the pervious brick pavers must be provided to the Utilities Department for approval.
6. The City Landscaper approves the final landscape plan which shall consist of 70% native.
7. Prior to any construction or demolition, a solid, opaque wall shall be provided along the street frontage and the site securely gated to minimize the adverse visual impact on the neighborhood. Such walls will be available to public art under the guidance of the City's Art in Public Places program.
8. Heavy construction and other loud construction will be limited to the hours between 8:00 am and 5:00 pm on weekdays excepting public holidays recognized by the City of Key West.
9. Dense landscaping must be maintained to shield headlights from the adjacent property on Johnson Lane.
10. An enclosed garbage area that handles all onsite garbage must be maintained.
11. The enclosed garbage area indicated on the plan will be enlarged by approximately 1/3 to better handle the volume generated on the site.

Section 2. That the Planning Board grant a landscaping waiver for Section 108-413 along Johnson Lane.

Section 3. That this Resolution shall go into effect immediately upon its passage and adoption and authentication by the signatures of the Chairman of the Planning Board and City Planner.

Passed at a meeting held this 20th day of January 2005.

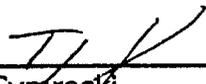


Patricia Eables, Chairman
Key West Planning Board

2/3/2005

Date

Attest:

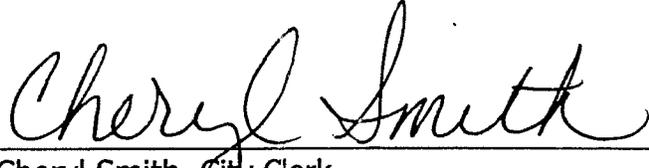


Ty Symroski
City Planner

1/31/2-5

Date

Filed with the Clerk



Cheryl Smith, City Clerk

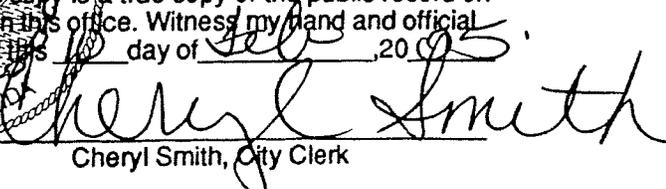
2-8-05

Date



STATE OF FLORIDA, COUNTY OF MONROE,
CITY OF KEY WEST

This copy is a true copy of the public record on file in this office. Witness my hand and official seal this _____ day of Feb, 2005.



Cheryl Smith, City Clerk

RECEIVER SITE

Receiver Site: Current Owner Information

FOR INDIVIDUALS

1. NAME _____ 2. NAME _____
ADDRESS _____ ADDRESS _____
TELEPHONE(1) _____ TELEPHONE(1) _____
(2) _____ (2) _____
FAX _____ FAX _____

FOR CORPORATIONS

A. CORPORATE NAME CENTER COURT - HISTORIC INN & COTTAGE LLC
B. STATE/COUNTRY OF INCORPORATION _____
C. REGISTERED TO DO BUSINESS IN THE STATE OF FLORIDA YES NO

D. NAMES OF OFFICERS AND DESIGNATIONS

NAOMI VAN STEELANDT - MANAGER

FOR PARTNERSHIPS

A. NAME OF PARTNERSHIP: _____
B. STATE OF REGISTRATION: _____
C. GENERAL PARTNER WITH AUTHORITY TO BIND PARTNERSHIP: _____

FOR CORPORATIONS AND PARTNERSHIPS

NAME AND ADDRESS OF PERSON "IN HOUSE" TO CONTACT:

NAOMI VAN STEELANDT

TELEPHONE(S) 305-304-8010 FAX 305-296-7561

CITY OF KEY WEST, FLORIDA

Business Tax Receipt

This document is a business tax receipt.
Holder must meet all City zoning and use provisions.
P.O. Box 1409, Key West, Florida 33040 (305)809-3955

Business name . . : HISTORIC INN & COTTAGES LC Ctl nbr . . : 1956
Location addr . . : 918 CENTER ST
Lic Nbr/Class . . : 09 00022839 RENTAL-NON-TRANSIENT RESIDENTIAL
Issue date . . . : 9/10/08 Expiration date . . : 9/30/09
Lic Fee : 76.00
Penalty : .00
Total : 76.00
Comments : 4 NONTRANSIENT RENTAL UNITS

This document must be prominently displayed.

HISTORIC INN & COTTAGES LC
915 CENTER ST
KEY WEST FL 33040

Oper: KEYWDWN Type: OC Drawer: 1
Date: 9/11/08 51 Receipt no: 112384
NAOMI 2008 N 22839 LANDT
OR LIC OCCUPATIONAL 1 \$76.00
Trans number: 2240209
CK CHECK 299 \$83.60
Trans date: 9/11/08 Time: 11:25:45

Verification

Signature Page and Verification Form for Receiver Site

I (We) CENTER COURT- HISTORIC INN & Cottages, L

owner(s) or authorized agent of the owner(s) of the real property located at
918-990 CENTER ST in the City of Key

West, Florida, RE# 000-17830-000000 state that all of the
information contained in this application and all of the answers to the above

questions are true and correct to the best of my(our) knowledge and belief.

Signature [Handwritten Signature] Date: June 26, 2009
Naomi Van STEELANDT, MANAGER
print name designation

Signature _____ Date: _____

print name

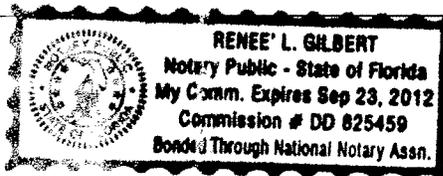
designation

Subscribed and sworn to or affirmed before me on 06/26/09 by
Naomi Van Steelandt, personally known to me or
presenting [Handwritten ID] to me as identification.

Notary Public Signature, Seal

Name printed Renee L. Gilbert Title Notary

Commission, Date _____



Deed

his document to be filed and return to:
Sterling
621 N. ...
Boca ...

Doc# 1704155
Bk# 2372 Pg# 259

Our File # ...

EXHIBIT A

On the Island of Key West, and known on Simonton and Wall's Addition as part of Lot 4, Square 8, Tract 4, but more particularly described as Subdivision 14, of E.O. Gwynn's Diagram of said Lot 4, Square 8, Tract 4, recorded in Deed Book H, Page 669, of the Public Records of Monroe County, Florida, said Subdivision 14 having a front on Center Street continued of 40 feet and extending back from said Street 126 feet.

Less and excepting therefrom a parcel of land on the Island of Key West, Monroe County, Florida, being a PART OF Block 8 of Simonton and Wall's Addition as recorded in Deed Book "B", Page 45, of the Public Records of said Monroe County and being more particularly described as follows: COMMENCE at the point of intersection of the SE'ly right-of-way line (ROWL) of Olivia Street and SW'ly ROWL of Center Street; thence run SE'ly along said SW'ly ROWL a distance of 211.00 feet to the Point of the Beginning; thence continue SE'ly along said SW'ly ROWL 14 feet to a point on the NW'ly face of an existing concrete block wall; thence run SE'ly along said concrete block wall along a line deflected 88 degrees 13'56" to the right, a distance of 60 feet; thence run NW'ly along a line deflected 91 degrees 46'04" to the right, for a distance of 126 feet; thence run NE'ly and at right angles, for a distance of 126.0 feet back to the Point of Beginning.

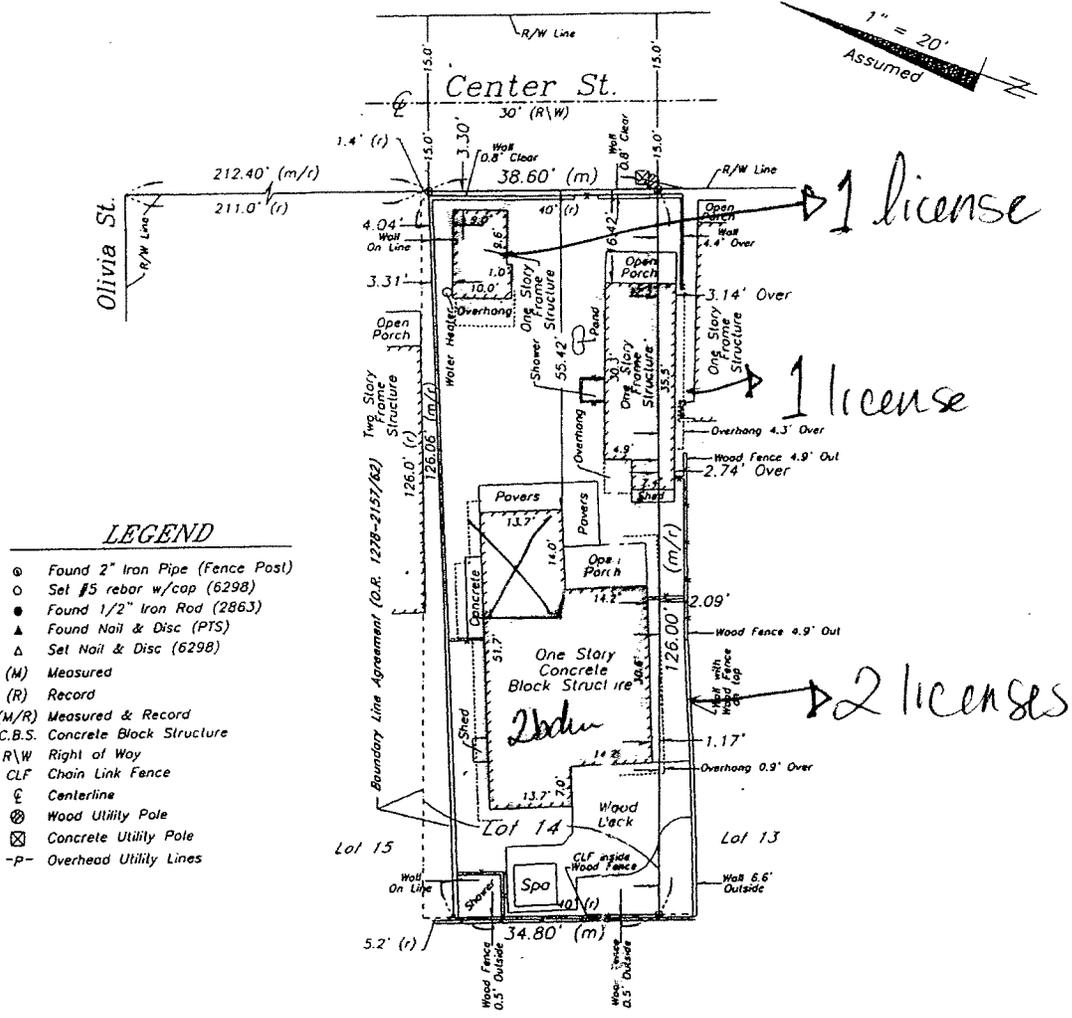
**MONROE COUNTY
OFFICIAL RECORDS**



Survey

EXHIBIT C

Boundary Survey Map of part of Block 8 as recorded in Deed Book "E", Page 245, Island of Key West



LEGEND

- Found 2" Iron Pipe (Fence Post)
- Set #5 rebar w/cap (6298)
- Found 1/2" Iron Rod (2863)
- ▲ Found Nail & Disc (PTS)
- △ Set Nail & Disc (6298)
- (M) Measured
- (R) Record
- (M/R) Measured & Record
- C.B.S. Concrete Block Structure
- R/W Right of Way
- CLF Chain Link Fence
- ⊕ Centerline
- ⊗ Wood Utility Pole
- ⊗ Concrete Utility Pole
- P- Overhead Utility Lines

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

Sheet One of Two Sheets

J. LYNN O'FLYNN, Inc.
Professional Surveyor & Mapper
PSM #6298
3430 Duck Ave., Key West, FL 33040
(305) 296-7422 FAX (305) 298-2244

Boundary Survey Report of part of Block 8 as recorded in
Deed Book "E", Page 245, Island of Key West

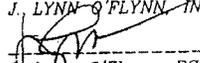
NOTES:

1. The legal description shown hereon was furnished by the client or their agent.
2. Underground foundations and utilities were not located.
3. All angles are 90° (Measured & Record) unless otherwise noted.
4. Street address: 918-920 Center Street, Key West, FL.
5. This survey is not valid without the signature and the original raised seal of a Florida licensed surveyor and mapper.
6. Lands shown hereon were not abstracted for rights-of-way, easements, ownership, or other instruments of record.
7. North Arrow is assumed and based on the legal description.
8. This survey is not assignable.
9. Date of field work: April 29, 2008.
10. Ownership of fences is undeterminable, unless otherwise noted.
11. Adjoiners are not furnished.
12. The Survey Report is not full and complete without the attached Survey Map.
13. NWly boundary line was established by "Agreement Fixing Common Boundary Line" recorded in Official Record Book 1278, Pages 2157-2162, of the Public Records of Monroe County, Florida.

BOUNDARY SURVEY OF: On the Island of Key West and known on Simonton and Wall's Addition as part of Lot 4, Square 8, Tract 4, but more particularly described as Subdivision 14, of E.O. Gwynn's Diagram of said Lot 4, Square 8, Tract 4, recorded in Deed Book H, Page 669 of the Public Records of Monroe County, Florida, said Subdivision 14 having a front on Center Street continued of 40 feet and extending back from said Street 126 feet.

BOUNDARY SURVEY FOR: Naomi VanSteelandt;
Wells Fargo Bank, N.A.;
Stewart Title Guaranty Company;
Sterling Title Agency, Inc.;

J. LYNN O'FLYNN, INC.



J. Lynn O'Flynn, PSM
Florida Reg. #6298

April 30, 2008

Sheet Two of Two Sheets

J. LYNN O'FLYNN, Inc.

Professional Surveyor & Mapper
PSM #6298

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

PREPARED BY AND RETURN TO:
ERICA N. HUGHES-STERLING, ESQ.
SPOTTSWOOD, SPOTTSWOOD AND SPOTTSWOOD
500 FLEMING STREET
KEY WEST, FL 33040

EASEMENT AGREEMENT

THIS AGREEMENT made this ___ day of April, 2008, between **GAY & LESBIAN COMMUNITY CENTER OF KEY WEST, INC.**, a Florida not-for-profit corporation (hereinafter referred to as "Grantor"), and the **ESTATE OF JOHN GILMOUR SHERMAN** (hereinafter referred to as "Grantee").

RECITALS

WHEREAS, Grantee is the owner of the property known as 918 and 920 Center Street, Key West, Florida 33040, and more particularly described on Exhibit "A," which is attached hereto and incorporated herein by reference. Grantee's one-story frame structure, shed, wood fence and overhang encroach upon the northerly boundary of Grantor's property, which is more particularly shown on the survey prepared by J. Lynn O'Flynn, Inc. dated August 13, 2007 ("Encroachment"), and attached hereto as Exhibit "C"; and

WHEREAS, Grantor is the owner of the property known as 513 Truman Avenue, Key West, Florida 33040, and more particularly described on Exhibit "B" which is attached hereto and incorporated herein by reference; and

WHEREAS, said Encroachment may impede marketability of title to the properties, or cause a dispute as to occupancy and/or access rights for the purposes of maintenance, improvement and repair; and

WHEREAS, the parties agree that the subject Encroachment has existed for some years, and desire to memorialize the agreement to recognize the easement to allow the continued use, repair, improvement and maintenance of the existing Encroachment for the benefit of Grantee.

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

I. CONVEYANCE OF EASEMENT

The Grantor hereby grants and conveys to Grantee, in perpetuity, an easement for that portion of Grantor's property along Grantor's northerly boundary which is occupied in part by the above-described Encroachment. This easement shall be limited to the occupation of said land by the Encroachment and the access required to repair, improve and maintain the presently existing Encroachment. A survey of Grantee's property is attached hereto, as Exhibit "C" to illustrate such Encroachment.

II. CONSIDERATION

Grantee agrees to pay to the Grantor the sum of \$2,000.00, together with other good and valuable consideration, the receipt of which is hereby acknowledged.

III. ADDITIONAL COVENANTS

1. Grantee will maintain in good order and repair, at their sole cost and expense, the Encroachment presently located in the easement parcel(s).
2. If all or any portion of the Encroachment presently located on the easement parcel(s) is destroyed or otherwise removed, Grantee will reconstruct and/or replace said portion of the Encroachment solely within their own property boundary lines, and not on the easement parcel(s) and the perpetual easement(s) shall thereupon terminate with respect to that portion of the Encroachment.
3. Grantee expressly waives and releases the Grantor from any and all claims against Grantor relating to the Encroachments or the property occupied by the Encroachments, unless caused by Grantor's negligence or willful misconduct, and Grantee indemnifies and holds Grantor harmless for any loss resulting from and against any and all loss, liability, damage or expense arising out of or in connection with Grantee's use of the easement property, including without limitation, reasonable attorneys' or other professionals' fees and court costs (through all appellate levels), unless caused by Grantor's negligence or willful misconduct;
4. As consideration for the grant of easement, Grantee hereby agrees not to object to or contest the proposed addition to Grantor's property as shown on the attached Exhibit "D" attached hereto. The foregoing agreement by Grantee shall be limited to the improvements shown on the Exhibit.
5. In the event of litigation in connection with this Easement, the prevailing party shall be entitled to recover from the losing party as part of an order, judgment, or award that may be rendered all of the prevailing party's costs and expenses of such litigation, including without limitation reasonable attorneys' fees and costs, through and including all trial and appellate levels and post-judgment proceedings.
6. This agreement shall be binding on the parties' heirs, successors and assigns.
7. This Agreement may not be terminated or amended, modified, altered, or changed in any respect whatsoever, except by a further agreement in writing duly executed by the parties (or their successors or assigns) and recorded in Public Records of Monroe County, Florida. No breach of the provisions of this Agreement shall entitle any party to cancel, rescind or otherwise 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.
8. This Agreement may be executed in counterparts, each of which shall constitute an original, but all taken together shall constitute one and the same Agreement.

9. Nothing contained in this Easement Agreement shall create or shall be deemed to create any easements or use rights in the general public or constitute a public dedication for any public use whatsoever.

10. In the event of any controversy, claim, or dispute relating to this instrument or the breach of it, the prevailing party shall be entitled to recover reasonable expenses, attorneys' fees, and costs.

11. If any provision of this Agreement, or the application thereof to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of this Agreement, or the application of such provision to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each provision of this Agreement shall be severable and valid and enforceable to the fullest extent permitted by law.

12. 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.

13. This Agreement shall be construed in accordance with the laws of the State of Florida. All parties acknowledge and agree that in the event of any dispute arising under this Agreement, the sole jurisdiction for such dispute shall be in Monroe County, Florida.

14. For the purposes of interpreting any ambiguity arising under this Agreement, no party shall be considered the "drafter" of same.

15. Each party to this Agreement agrees to waive a jury trial on any dispute arising under this Agreement and each party agrees to have any dispute heard by the court without a jury.

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

*The remainder of this page has intentionally been left blank.
Signature page to follow.*

IN WITNESS WHEREOF, the parties have executed this Easement Agreement the date above written.

WITNESSES:

GRANTOR: GAY & LESBIAN
COMMUNITY CENTER OF KEY WEST,
INC.

[Signature]

Signature of Witness
Richard H. Lovel

Printed Name of Witness

[Signature]

Signature of Witness

Printed Name of Witness

By: [Signature]
John Endolla, President
ANDOLA

STATE OF FLORIDA)
COUNTY OF MONROE)

The foregoing instrument was also acknowledged before me this 24 day of April, 2008, by John Endolla as President of Gay & Lesbian Community Center of Key West, Inc., who is personally known to me or has produced his/her _____ as identification.

 **J. George Fontana**
Commission # DD416970
Expires April 10, 2009
Bonded Troy Fair - Insurance, Inc. 800-365-7019

[Notary Seal]

[Signature]
NOTARY PUBLIC, STATE OF FLORIDA
Printed Name of Notary: J. George Fontana
My Commission Expires: April 10, 2009

WITNESSES:

GRANTEE:

Signature of Witness

Printed Name of Witness

Signature of Witness

Printed Name of Witness

By: _____
Benjamin M. Gottlieb, as Personal Representative
of the Estate of John Gilmour Sherman

STATE OF _____)
COUNTY OF _____)

The foregoing instrument was also acknowledged before me this _____ day of _____, 2008, by Benjamin M. Gottlieb as Personal Representative of the Estate of John Gilmour Sherman, who is personally known to me or has produced his _____ as identification.

[Notary Seal]

NOTARY PUBLIC, STATE OF FLORIDA
Printed Name of Notary: _____
My Commission Expires: _____

PREPARED AND RETURN TO:
ERICA N. JAMES-STERLING, ESQ.
SPOTTSWOOD, SPOTTSWOOD AND SPOTTSWOOD
500 FLEMING STREET
KEY WEST, FLORIDA 33040

EASEMENT AGREEMENT

THIS AGREEMENT made this ___ day of April, 2008, between **OLD TOWN LAUNDRY**, a Florida limited liability company (hereinafter referred to as "Grantor"), and the **ESTATE OF THOMAS MIN GILMOUR SHERMAN** (hereinafter referred to as "Grantee").

RECITALS

WHEREAS, Grantee is the owner of the property known as 918 and 920 Center Street, Key West, Florida 33040, and more particularly described on Exhibit "A," which is attached hereto and incorporated herein by reference. Grantee's one-story frame structure, overhang, porch and balcony encroach upon Grantor's northwesterly boundary of Grantor's property, which is more particularly shown on the survey prepared by J. Lynn O'Flynn, Inc., dated August 13, 2007 ("Encroachment") and attached hereto as Exhibit "C"; and

WHEREAS, Grantor is the owner of the properties known as 924 Center Street and 517 Truman Avenue, Key West, Florida 33040, and more particularly described on Exhibit "B" which is attached hereto and incorporated herein by reference; and

WHEREAS, said Encroachment may impede marketability of title to the properties, or cause a detriment as to occupancy and/or access rights for the purposes of maintenance, improvement and repair; and

WHEREAS, the parties agree that the subject Encroachment has existed for some years, and desire to formalize the agreement to recognize the easement to allow the continued use, repair, improvement and maintenance of the existing Encroachment for the benefit of Grantee.

NOTWITHSTANDING, IN CONSIDERATION OF THE PREMISES AND OTHER GOOD AND VALUABLE CONSIDERATION THE RECEIPT AND SUFFICIENCY OF WHICH ARE HEREBY ACKNOWLEDGED:

I. CONVEYANCE OF EASEMENT

The Grantor hereby grants and conveys to Grantee, in perpetuity, an easement for that portion of Grantor's property along Grantor's northwesterly boundary which is occupied in part by the abovementioned Encroachment. This easement shall be limited to the occupation of said land by the Encroachment and the access required to repair, improve and maintain the presently existing Encroachment. A survey of Grantee's property is attached hereto, as Exhibit "C" to illustrate the Encroachment.

II. CONSIDERATION

Grantee agrees to pay to the Grantor the sum of \$10.00, together with other good and valuable consideration, the receipt of which is hereby acknowledged.

III. ADDITIONAL COVENANTS

1. Grantee will maintain in good order and repair, at their sole cost and expense, the Encroachment presently located in the easement parcel.

2. If all or any portion of the improvements presently located on the easement parcel(s) is destroyed or otherwise removed, Grantee will reconstruct and/or replace said portion of the Encroachment solely within their own property boundary lines, and not on the easement parcel(s) and the perpetual easement(s) shall thereupon terminate with respect to that portion of the Encroachment.

3. Grantee expressly waives and releases the Grantor from any and all claims against Grantor relating to the Encroachments or the property occupied by the Encroachments, unless caused by Grantor's use of said property or Grantor's negligence or willful misconduct, and Grantee indemnifies and holds Grantor harmless for any loss resulting from and against any and all loss, liability, damage or expense arising out of or in connection with Grantee's use of the easement property, including without limitation, reasonable attorneys' or other professionals' fees and court costs (through all appellate levels), unless caused by Grantor's negligence or willful misconduct.

4. In the event of litigation in connection with this Easement, the prevailing party shall be entitled to recover from the losing party as part of an order, judgment, or award that may be rendered all of the prevailing party's costs and expenses of such litigation, including without limitation reasonable attorneys' fees and costs, through and including all trial and appellate levels and post-judgment proceedings.

5. This agreement shall be binding on the parties' heirs, successors and assigns.

6. This Agreement may not be terminated or amended, modified, altered, or changed in any respect whatsoever, except by a further agreement in writing duly executed by the parties (or their successors or assigns) and recorded in Public Records of Monroe County, Florida. No breach of the provisions of this Agreement shall entitle any party to cancel, rescind or otherwise 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.

7. This Agreement may be executed in counterparts, each of which shall constitute an original, but all taken together shall constitute one and the same Agreement.

8. Nothing contained in this Easement Agreement shall create or shall be deemed to create any easements or use rights in the general public or constitute a public dedication for any public use whatsoever.

9. If any provision of this Agreement, or the application thereof to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of this Agreement, or the application of such provision to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each provision of this Agreement shall be severable and valid and enforceable to the fullest extent permitted by law.

10. 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.

11. This Agreement shall be construed in accordance with the laws of the State of Florida. All parties acknowledge and agree that in the event of any dispute arising under this Agreement, the sole jurisdiction for such dispute shall be in Monroe County, Florida.

12. For the purposes of interpreting any ambiguity arising under this Agreement, no party shall be considered the "drafter" of same.

13. Each party to this Agreement agrees to waive a jury trial on any dispute arising under this Agreement and each party agrees to have any dispute heard by the court without a jury.

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

*The remainder of this page has intentionally been left blank.
Signature page to follow.*

IN WITNESS WHEREOF, the parties have executed this Easement Agreement the date above written.

WITNESSES:

[Signature]

Signature of Witness

Cara Higgins

Printed Name of Witness

[Signature]

Signature of Witness

Amy M. Higgins

Printed Name of Witness

GRANTOR: OLD TOWN LAUNDRY, LLC

By: [Signature]

Its: Member

STATE OF FLORIDA)
COUNTY OF MONROE)

The foregoing instrument was also acknowledged before me this 5th day of May, 2008, by Key McMullin as Member of Old Town Laundry LLC, a Florida limited liability company, who is personally known to me or has produced his/her _____ as identification.

NOTARY PUBLIC-STATE OF FLORIDA
 **Christine Gorman**
Commission # DD514888
Expires: MAR. 25, 2010
Bonded Thru Atlantic Bonding Co., Inc.

[Signature]

NOTARY PUBLIC, STATE OF FLORIDA
Printed Name of Notary: Christine Gorman
My Commission Expires: 03-25-2010

[Notary Seal]

WITNESSES:

[Signature]

Signature of Witness

Printed Name of Witness

[Signature]

Signature of Witness

Printed Name of Witness

GRANTEE:

By: _____
Benjamin M. Gottlieb, as Personal Representative
of the Estate of John Gilmour Sherman

STATE OF _____)
COUNTY OF _____)

The foregoing instrument was also acknowledged before me this ____ day of _____, 2008, by Benjamin M. Gottlieb as Personal Representative of the Estate of John Gilmour Sherman, who is personally known to me or has produced his _____ as identification.

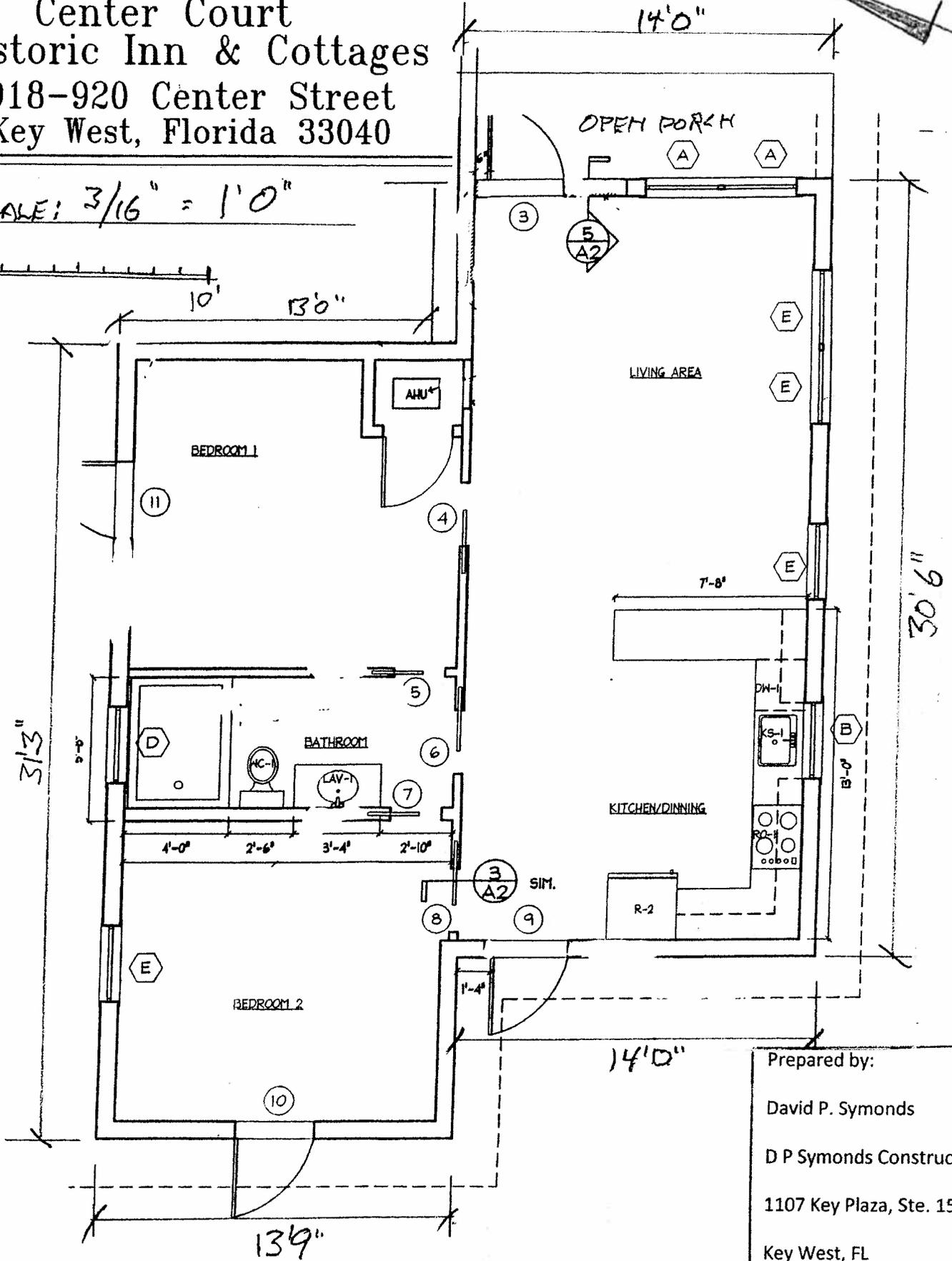
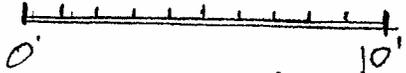
NOTARY PUBLIC, STATE OF FLORIDA
Printed Name of Notary: _____
My Commission Expires: _____

[Notary Seal]

Site Plans

Center Court
Historic Inn & Cottages
918-920 Center Street
Key West, Florida 33040

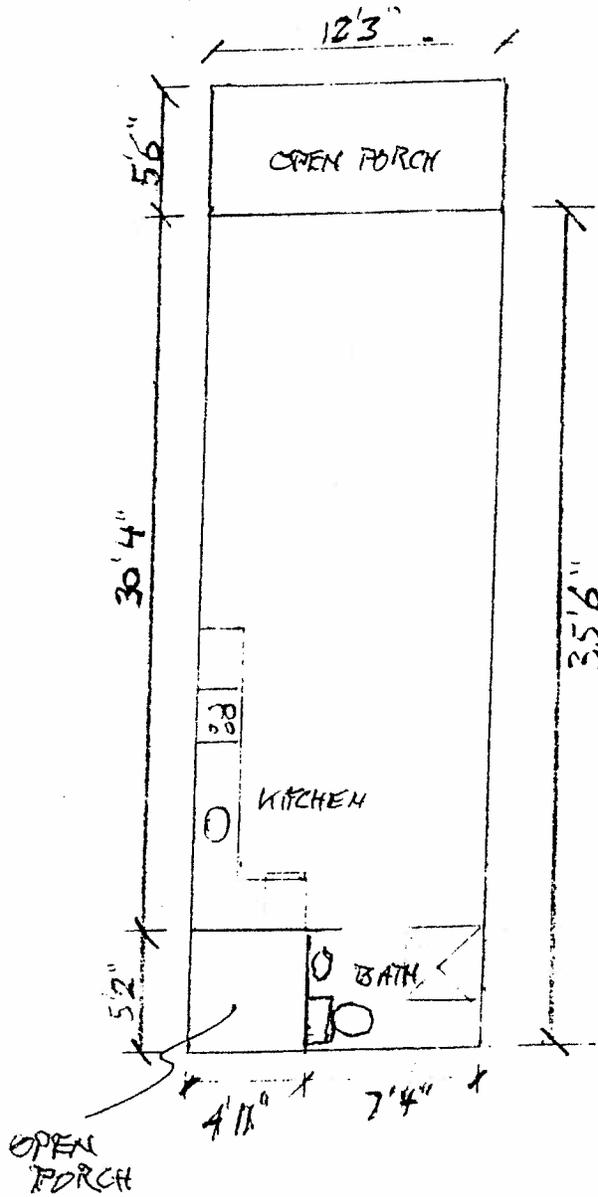
SCALE: 3/16" = 1'0"



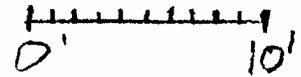
861 SQUARE FEET

Prepared by:
David P. Symonds
D P Symonds Construction
1107 Key Plaza, Ste. 158
Key West, FL
305-304-6566
06/27/09

Center Court
Historic Inn & Cottages
918-920 Center Street
Key West, Florida 33040



SCALE: 1/8" = 1'0"



410 SQUARE FEET

Prepared by:

David P. Symonds

D P Symonds Construction

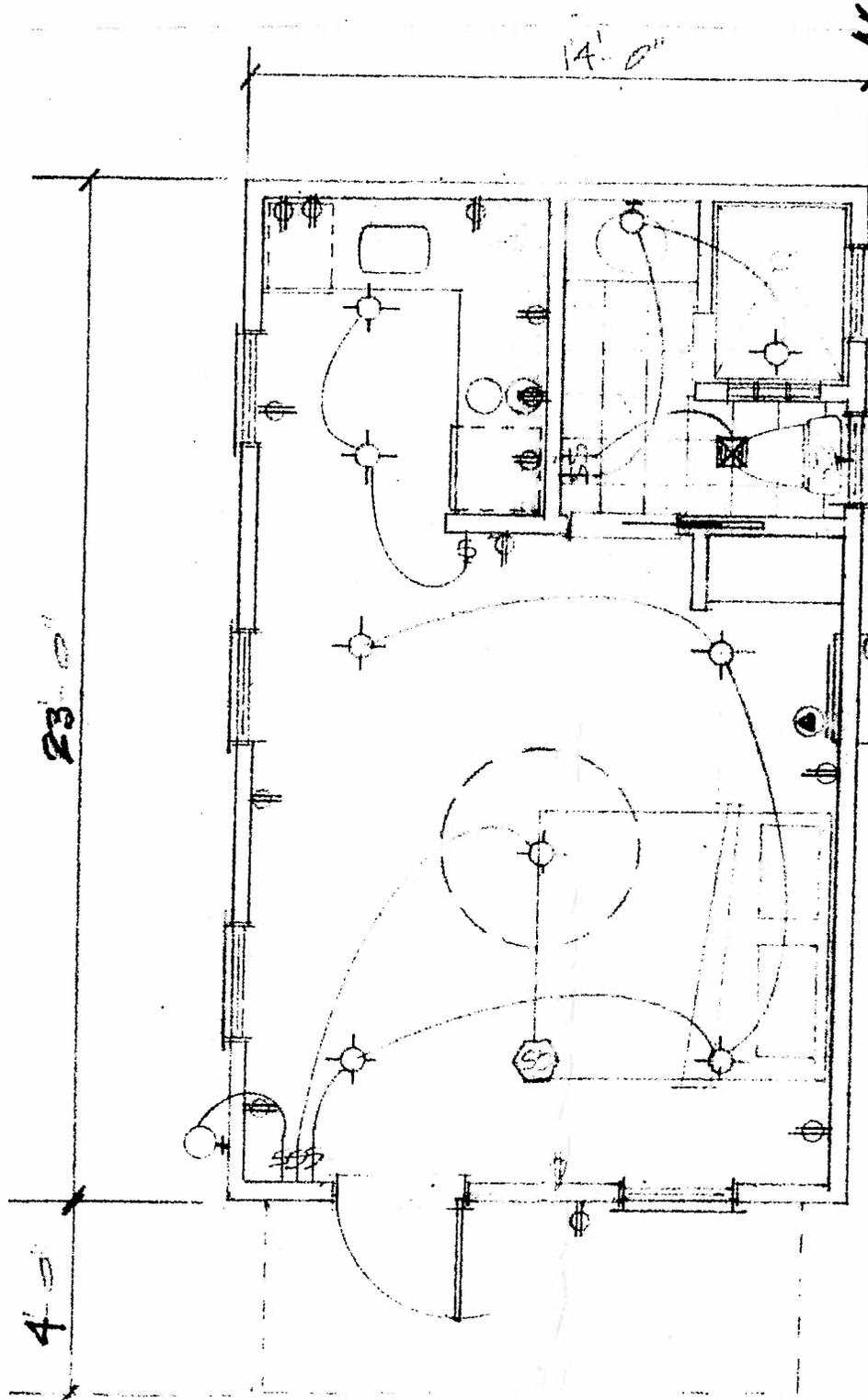
1107 Key Plaza, Ste. 158

Key West, FL

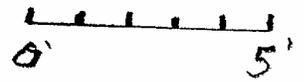
305-304-6566

06/27/09

Center Court
Historic Inn & Cottages
918-920 Center Street
Key West, Florida 33040



SCALE: $\frac{1}{4}'' = 1'0''$



322 SQUARE FEET

Prepared by:

David P. Symonds

D P Symonds Construction

1107 Key Plaza, Ste. 158

Key West, FL

305-304-6566

06/27/09