

**File #:** 2020-140

**Owner's Name:** Sixto Sunshine Properties, LLC

**Applicant:** Danelis Montero

**Agent:** Danelis Montero

**Type of Application:** PC Variance

**Key:** Big Pine Key

**RE:** 00306000-000600

# **Additional Information added to File 2020-140**

**End of Additional File 2020-140**

APPLICATION  
MONROE COUNTY  
PLANNING & ENVIRONMENTAL RESOURCES DEPARTMENT



**Variance Application to the Monroe County Planning Commission**

An application must be deemed complete and in compliance with the Monroe County Code by the Staff prior to the item being scheduled for review.

Planning Commission Variance Application Fee: \$1,610.00

In addition to the application fee, the following fees also apply:

Advertising Costs: \$245.00

Surrounding Property Owner Notification: \$3.00 for each property owner required to be noticed

Date of Application: 08 / 26 / 20  
Month Day Year

**Applicant / Agent Authorized to Act for Property Owner:** (Agents must provide notarized authorization from all property owners.)

DIANELIS MONTERA MG DESIGN & SALAZAR STUDIO  
Applicant (Name of Person, Business or Organization) Name of Person Submitting this Application  
3225 NW 82 ST MIAMI FL 33147  
Mailing Address (Street, City, State and Zip Code)  
305-218-8589 DM.MGDESIGN@GMAIL.COM  
Work Phone Home Phone Cell Phone Email Address

**Property Owner:** (Business/Corp must include documents showing who has legal authorized to sign.)

SIXTO SUNSHINE PROPERTIES LLC FELIPE SIXTO  
(Name/Entity) Contact Person  
6545 SW 110 AVE MIAMI FL 33173  
Mailing Address (Street, City, State and Zip Code)  
305-688-5242 FELIPE@SIXTOPACK.COM  
Work Phone Home Phone Cell Phone Email Address

**Legal Description of Property:**

(If in metes and bounds, attach legal description on separate sheet.)

43 12-J SANDS SUBDIVISION BIG PINE KEY  
Block Lot Subdivision Key  
00306000 - 000600 1378119  
Real Estate (RE) / Parcel ID Number Alternate Key Number  
31464 AVENUE H BIG PINE KEY FL 33043 31  
Street Address (Street, City, State & Zip Code) Approximate Mile Marker

APPLICATION

Land Use District Designation(s): IS (IMPROVED SUBDIVISION)  
Present Land Use of the Property: VACANT LAND  
Proposed Land Use of the Property: SINGLE FAMILY RESIDENCE  
Total Land Area: 4498 SQ FT

Provide the standards required by the land development regulations: FRONT 25' REAR 20' SIDES 5'/10'  
(i.e., front yard setback of 25 feet, 100 off-street parking spaces, etc.)

Provide requested variance: REDUCTION OF 16' FOR A FRONT YARD SET BACK OF 15'  
(i.e., reduction of 5ft for a front yard setback of 20 feet; reduction to 90 off-street parking spaces, etc.)

All of the following standards must be met in order to receive variance approval. Please describe how each standard will be met (as it relates to the property):

1. The applicant shall demonstrate a showing of good and sufficient cause for granting the variance:  
DUE TO REDUCTION OF LOT FROM CANAL CUT BACK 25' SETBACK IT IS VERY DIFFICULT TO DESIGN A SINGLE FAMILY RESIDENCE THAT WOULD MEET MARKET VALUE.

2. Failure to grant the variance would result in exceptional hardship to the applicant:  
THE NEW HOME WOULD BE VERY SMALL NOT DOING JUSTICE TO THE NEIGHBORHOOD AND LEAVING OWNER WITH A VERY TIGHT SPACE FOR HIS FAMILY.

*Exceptional hardship means a burden on a property owner that substantially differs in kind or magnitude from the burden imposed on other similarly situated property owners. Financial difficulty/hardship does not qualify as exceptional hardship.*

3. Granting the variance will not result in increased public expenses, create a threat to public health and safety, create a public nuisance or cause fraud or victimization of the public:  
NONE OF THE ABOVE

4. Property has unique or peculiar circumstances, which apply to this property, but which do not apply to other properties in the same zoning district:  
THESE LOTS ON AVENUE H ARE AFFECTED BY THE UNUSUAL CUT ON CANAL SIDE HINDERING PROPERTY TO BE FULLY UTILIZED

APPLICATION

5. Granting the variance will not give the applicant any special privilege denied other properties in the immediate neighborhood in terms of the provisions of the code or established development patterns:

ABSOLUTELY NOT

6. Granting the variance is not based on disabilities, handicaps or health of the applicant or members of his family:

NO

7. Granting the variance is not based on the domestic difficulties of the applicant or his family:

NO

8. The variance is the minimum necessary to provide relief to the applicant:

YES

APPLICATION

All of the following items must be included in order to have a complete application submission:

(Please check the box as each required item is attached to the application.)

- Complete variance application (unaltered and unbound)
Correct fee (check or money order payable to Monroe County Planning & Environmental Resources)
Proof of ownership (i.e., Warranty Deed)
Current Property Record Card(s) from the Monroe County Property Appraiser
Location map
Photograph(s) of site from adjacent roadway(s)
Signed and Sealed Boundary Survey, prepared by a Florida registered surveyor- eight (8) sets
Signed and Sealed Site Plan, prepared by a Florida registered architect, engineer or landscape architect-five (5) sets
Date, north point and graphic scale
Boundary lines of site, including all property lines and mean high-water line
Land use district of site and any adjacent land use districts
Locations and dimensions of all existing and proposed structures and drives
Type of ground cover (i.e., concrete, asphalt, grass, rock)
Adjacent roadways
Setbacks as required by the land development regulations
Location and dimensions of all parking spaces
Typed name and address mailing labels of all property owners within a 600 foot radius of the property.

If applicable, the following item must be included in order to have a complete application submission:

- Notarized Agent Authorization Letter

Is there a pending code enforcement proceeding involving all or a portion of this property?

Yes No Code Case file # Describe the enforcement proceedings and if this application is being submitted to correct the violation:

If deemed necessary to complete a full review of the application, the Planning & Environmental Resources Department reserves the right to request additional information.

If for any reason the administrative variance application requires review and consideration by the Monroe County Planning Commission, additional fees, mailing labels and copies of all plans shall be required prior to item being scheduled for commission review.





# Monroe County Building Department

Middle Keys/Main Office: 2798 Overseas Highway, Marathon, FL 33050 (305) 289-2501  
Upper Keys offices: 102050 Overseas Hwy., Key Largo, FL 33037 (305) 453-8800  
Lower Keys offices: 5503 College Rd., Key West, FL 33040 (305) 295-3990  
[contractor-license@monroecounty-fl.gov](mailto:contractor-license@monroecounty-fl.gov) Office: 305-289-2583

## AGENT AUTHORIZATION

I hereby authorize DIANELIS MONTERA  
(Name of Agent(s) – not of entity)

to be listed as the authorized agent(s) for  
SIXTO SUNSHINE PROPERTIES, LLC  
(Name of Company of Qualifier)

for the purpose of applying for and signing for all building permits to be issued for the named contractor (qualifier). I understand that all building permit applications must be signed by the qualifier.

**This authorization becomes effective on the date this affidavit is notarized, and shall remain in effect until terminated by the undersigned. This authorization acts as a durable power of attorney only for the purposes stated.**

The undersigned understands the liabilities involved in the granting of this agency and accepts full responsibility (thus hold Monroe County harmless) for any and all of the actions of the agent(s) named, related to the acquisition of permits for the aforementioned company.

  
Signature of Licensee (**QUALIFIER**) of aforementioned company

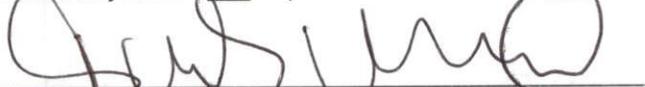
NOTARY:  
State of Florida  
County of MIAMI-DADE

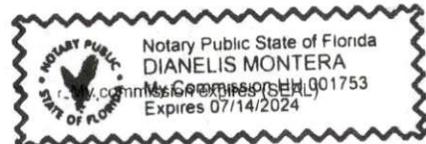
The foregoing instrument was acknowledged before me, by means of  physical presence or  online notarization, this 27 day of AUGUST, 2020 (year)

by FELIPE SIXTO as the Qualifying Contractor  
(Print Name of Qualifier)

for SIXTO SUNSHINE PROPERTIES LLC  
(Company Name of Qualifier)

Personally known  or produced identification  in the form of \_\_\_\_\_

  
Signature of Notary Public – State of Florida



**Electronic Articles of Organization  
For  
Florida Limited Liability Company**

L18000026653  
FILED 8:00 AM  
January 30, 2018  
Sec. Of State  
cmwood

**Article I**

The name of the Limited Liability Company is:  
SIXTO SUNSHINE PROPERTIES LLC

**Article II**

The street address of the principal office of the Limited Liability Company is:  
6545 SW 110 AVE  
MIAMI, FL. 33173

The mailing address of the Limited Liability Company is:  
6545 SW 110 AVE  
MIAMI, FL. 33173

**Article III**

Other provisions, if any:  
REAL ESTATE HOLDING COMPANY AND VACATION RENTAL PROPERTY

**Article IV**

The name and Florida street address of the registered agent is:  
FELIPE E SIXTO  
6545 SW 110  
MIAMI, FL. 33173

Having been named as registered agent and to accept service of process for the above stated limited liability company at the place designated in this certificate, 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 relating to the proper and complete performance of my duties, and I am familiar with and accept the obligations of my position as registered agent.

Registered Agent Signature: FELIPE SIXTO

### **Article V**

The name and address of person(s) authorized to manage LLC:

Title: MGR  
LAURA M SIXTO  
6545 SW 110 AVE  
MIAMI, FL. 33173

Title: MGR  
FELIPE E SIXTO  
6545 SW 110 AVE  
MIAMI, FL. 33173

L18000026653  
FILED 8:00 AM  
January 30, 2018  
Sec. Of State  
cmwood

### **Article VI**

The effective date for this Limited Liability Company shall be:

01/30/2018

Signature of member or an authorized representative

Electronic Signature: FELIPE SIXTO

I am the member or authorized representative submitting these Articles of Organization and affirm that the facts stated herein are true. I am aware that false information submitted in a document to the Department of State constitutes a third degree felony as provided for in s.817.155, F.S. I understand the requirement to file an annual report between January 1st and May 1st in the calendar year following formation of the LLC and every year thereafter to maintain "active" status.

PREPARED BY AND RETURN TO:

Joel S. Piotrkowski, Esq.  
Green & Piotrkowski, PLLC  
317 - 71st Street  
Miami Beach, FL 33141

Doc# 2173506  
Bk# 2911 Pg# 1865

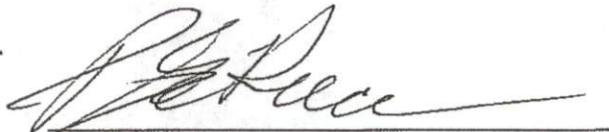
AFFIDAVIT

BEFORE ME, the undersigned authority, personally appeared, ROBERT E. REECE ("Affiant"), who, upon being duly sworn, deposes and states:

1. Affiant is the Director of REECE & WHITE LAND SURVEYING, INC., a Florida Corporation (the "Company"), and is authorized to make this Affidavit on behalf of the Company.
2. The Company is a Registered Florida Land Surveyor.
3. The Company has prepared a Boundary Survey dated March 13, 2018 under Invoice #18030102, of the property located at 31464 Avenue H, Big Pine Key, FL 33043, and legally described as: See Exhibit "A" attached hereto and made a part hereof (the "Property")
4. That Affiant as Director of the Company and on behalf of the Company certifies that the legal description contained in the Warranty Deeds recorded in Official Records Book 1092, Page 1146, and Official Records Book 2001, Page 189, of the Public Records of Monroe County, Florida, were intended to, and can only describe the parcel of land which is described as Exhibit "A" attached hereto, and that the property described in the aforementioned Warranty Deeds can be located to the exclusion of any other parcel of real property.

FURTHER AFFIANT SAYETH NOT.

Dated this 30<sup>th</sup> day of May, 2018.

  
ROBERT E. REECE

STATE OF FLORIDA        )  
  :SS.

COUNTY OF ~~BROWARD~~ ) MONROE (RLB)

The foregoing instrument was acknowledged before me this 30<sup>th</sup> day of May, 2018, by ROBERT E. REECE, who is personally known to me or who has produced \_\_\_\_\_ as identification and who did take an oath.

  
\_\_\_\_\_  
Notary Public



EXHIBIT "A"

A parcel of land known as Lot 12-J, according to a "Plat of Survey of land East of and adjacent to Block 43 of Sands Subdivision as recorded in Plat Book 1, Page 65, of the Public Records of Monroe County, Florida." Said Plat of Survey by Registered Florida Land Surveyor C.G. Bailey, dated 1/18/1972 and recorded attached to a warranty deed in Official Records Book 781, Page 695, said Lot 12-J being more particularly described by metes and bounds as follows:

COMMENCING at the Northeast corner of Lot 9, in Block 43, of SANDS SUBDIVISION, bear South 89 degrees and 52 minutes East, 215 feet to the POINT OF BEGINNING of the parcel of land hereinafter described; from said POINT OF BEGINNING, continue bearing South 89 degrees and 52 minutes East, 65 feet; thence bear South 60 feet to a canal; thence bear Westerly along said canal, 43.25 feet; thence bear South 27.5 feet; thence bear North 89 degrees and 52 minutes West, 21.75 feet; thence bear North 87.5 feet, back to the POINT OF BEGINNING.

Doc# 2173506  
Bk# 2911 Pg# 1866

Doc# 2173507 06/14/2018 1:36PM  
Filed & Recorded in Official Records of  
MONROE COUNTY KEVIN MADOK

This Instrument Prepared by:  
Joel S. Piotrkowski, Esquire  
Green & Piotrkowski, PLLC  
317 – 71<sup>st</sup> Street  
Miami Beach, FL 33141  
Tax Folio Number: 1378119

06/14/2018 1:36PM \$910.00  
DEED DOC STAMP CL: Krys

Doc# 2173507  
Bk# 2911 Pg# 1867

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED, made this 30 day of May, 2018, between MARK WEINBERG and MICHELLE WEINBERG, husband and wife, having an address at P.O. Box 430445, Big Pine Key, FL 33043 (hereinafter called the "Grantor"), and SIXTO SUNSHINE PROPERTIES LLC, a Florida Limited Liability Company, having an address at 6545 SW 110<sup>th</sup> Avenue Miami, FL 33173 (hereinafter called the "Grantee").

(Whenever used herein the terms "grantor" and "grantee" shall include singular and plural, heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations, wherever the context so admits or requires.)

WITNESSETH:

That Grantor, for and in consideration of the sum of Ten Dollars (\$10.00), and other good and valuable consideration, to Grantor in hand paid by Grantee, receipt of which is hereby acknowledged, has granted, bargained and sold to Grantee, and Grantee's heirs, successors and assigns forever, the following described land, situate, lying and being in the County of MONROE, Florida, to wit: See Exhibit "A" attached and made a part hereof.

SUBJECT TO:

1. Taxes and assessments for the year 2017 and subsequent years.
2. Restrictions, plats, agreements, covenants, conditions, reservations, dedications and easements, and all other matters of record, but this provision shall not operate to reimpose the same.
3. Comprehensive land use plans.
4. Existing zoning, restrictions, prohibitions and other similar requirements imposed by governmental authority.

TOGETHER with all the tenements, hereditaments and appurtenances thereof belonging or in otherwise appertaining.

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



EXHIBIT "A"  
LEGAL DESCRIPTION

A parcel of land known as Lot 12-J, according to a "Plat of Survey of land East of and adjacent to Block 43 of Sands Subdivision as recorded in Plat Book 1, Page 65, of the Public Records of Monroe County, Florida." Said Plat of Survey by Registered Florida Land Surveyor C.G. Bailey, dated 1/18/1972 and recorded attached to a warranty deed in Official Records Book 781, Page 695, said Lot 12-J being more particularly described by metes and bounds as follows:

COMMENCING at the Northeast corner of Lot 9, in Block 43, of SANDS SUBDIVISION, bear South 89 degrees and 52 minutes East, 215 feet to the POINT OF BEGINNING of the parcel of land hereinafter described; from said POINT OF BEGINNING, continue bearing South 89 degrees and 52 minutes East, 65 feet; thence bear South 60 feet to a canal; thence bear Westerly along said canal, 43.25 feet; thence bear South 27.5 feet; thence bear North 89 degrees and 52 minutes West, 21.75 feet; thence bear North 87.5 feet, back to the POINT OF BEGINNING.

Doc# 2173507  
Bk# 2911 Pg# 1869

MONROE COUNTY  
OFFICIAL RECORDS

PREPARED BY AND RETURN TO:  
Joel S. Piotrkowski, Esq.  
Green & Piotrkowski, PLLC  
317 - 71st Street  
Miami Beach, FL 33141

06/14/2018 1:36PM  
INTANGIBLE TAX CL: Krys \$100.00  
MORTGAGE DOC STAMP CL: \$175.00

Doc# 2173508  
Bk# 2911 Pg# 1870

**THIS IS A BALLOON MORTGAGE AND THE FINAL PRINCIPAL PAYMENT OR THE PRINCIPAL BALANCE DUE UPON MATURITY IS \$50,000.00, TOGETHER WITH ACCRUED INTEREST, IF ANY, AND ALL ADVANCEMENTS MADE BY THE MORTGAGEE UNDER THE TERMS OF THIS MORTGAGE.**

MORTGAGE

THIS MORTGAGE effective as of May 30, 2018, between SIXTO SUNSHINE PROPERTIES LLC, a Florida Limited Liability Company, whose mailing address is 6545 SW 110th Avenue Miami, FL 33173, hereinafter called the Mortgagor, party of the first part, and MARK WEINBERG and MICHELLE WEINBERG, husband and wife, of P.O. Box 430445, Big Pine Key, FL 33043, hereinafter called the Mortgagee, party of the second part;

(The term "Mortgagor" as used in every instance shall include the Mortgagor's heirs, executors, administrators, successors, legal representatives and assigns, either voluntary by an act of the parties, or involuntary by operation of law, and shall denote the single and/or plural, the masculine and/or feminine, and natural and/or artificial persons whenever and wherever the context so requires or admits.)

WITNESSETH:

THAT, for good and valuable considerations, and to secure the payment of the aggregate sum named in the note of even date herewith as hereinafter described (the term Note as hereafter used shall denote the singular if one note, or the plural if more than one note, secured by this Mortgage) together with interest thereon and all other sums of money secured hereby as hereinafter provided, the Mortgagor does hereby grant, bargain, sell, alienate, remise, release, convey and confirm unto the Mortgagee in fee simple, the following described real property of which the Mortgage is now seized and possessed, and in actual possession, situate in the County of MONROE, State of Florida, to wit: See Exhibit "A" attached and made a part hereof.

TOGETHER with all structures and improvements now and hereafter on said land, and the fixtures attached thereto; and the easements, riparian and littoral rights and appurtenances thereunto belonging, or in any wise appertaining; and all rent, issues, proceeds and profits accruing and to accrue from said premises; and all gas and electric fixtures; heaters, air conditioning equipment, generators, machinery, boilers, ranges, elevators and motors, plumbing fixtures and hardware, window screens, screen doors, venetian blinds, storm shutters and awnings, pool pumps and motors, if any; and all other heating, cooking, refrigerating, plumbing, cooling, ventilating, irrigating and powering systems and appliances which are now or may hereafter pertain to or be used with, in or on said premises though they may be either detached or detachable.

Initials: \_\_\_\_\_



TOGETHER with all furniture, furnishings, fixtures and equipment contained in or appurtenant to said premises, or which may hereafter from time to time be placed herein, and any substitution or replacement thereof.

TO HAVE AND to hold the same, together with the tenements, hereditaments and appurtenances, unto the said Mortgagee, in fee simple.

AND THE SAID MORTGAGOR does hereby covenant with Mortgagee that said Mortgagor is indefeasibly seized with the absolute and fee simple title to said property, that this is a First Mortgage encumbering said property, and has full power and lawful authority to sell, convey, transfer and mortgage the same; that it shall be lawful at any time hereafter for the Mortgagee to peaceably and quietly enter upon, hold and occupy said property; that said property is free and discharged from all other and prior liens, assessments, judgments, taxes and encumbrances; that said Mortgagor will make such further assurances to perfect the fee simple title to said land in the Mortgagee as may reasonably be required and that said Mortgagor does hereby warrant the title to said land and will defend the same against the lawful claims of all persons whomsoever.

PROVIDED ALWAYS that if the Mortgagor shall pay unto the Mortgagee the sum of money aggregating \$50,000.00, mentioned in the Note in the manner as therein specified (see copy attached hereto and made a part thereof) and shall pay all other sums provided to be paid by this Mortgage, and shall perform, comply with and abide by all the stipulations, agreements, conditions and covenants of said Note and of this Mortgage, then this Mortgage and the estate hereby created shall cease and be null and void.

AND THE MORTGAGOR does hereby further covenant and agree as follows:

1. To pay all and singular the principal and interest and other sums of money payable by virtue of said Note and this Mortgage, or either, promptly on the days respectively the same become severally due.

2. To pay all and singular taxes, assessments, levies, liabilities, obligations, and encumbrances of every nature on said described property, each and every when due and payable according to law, prior to March 1<sup>st</sup> of each year and provide written evidence thereof to Mortgagee by such date. The Mortgagee may pay the same without waiting or affecting the option to foreclose, or any right hereunder and every payment so made shall bear interest from the date thereof at the maximum rate allowed by law.

3. Mortgagor shall be obligated to obtain and maintain comprehensive public liability insurance policies for bodily injury or death occurring in or about the property which must be issued in favor of Mortgagee, with limits of at least \$1,000,000.00 in the case of bodily injury or death to one person and \$2,000,000.00 in any one occurrence.

With respect to the foregoing insurance coverage, the following criteria (collectively referred to as the "Insurance Standards") shall apply:

Initials:                     



(a) Mortgagee must receive satisfactory evidence of premium payments and an insurance binder or commitment.

(b) Mortgagee shall be named as mortgagee, loss payee and as to liability coverage, an additional insured, as the case may be.

(c) All insurance companies must be reasonably satisfactory to Mortgagee. All insurance shall be issued by an insurance company reasonably acceptable to Mortgagee and having a General Policy holder's Rating of A-X or better per A.M. Best and Company's Key rating Guide or such rating as acceptable to Mortgagee in Mortgagee's sole discretion.

4. To keep the buildings now or hereafter on said land and the fixtures and personal property therein contained insured, in a company or companies approved by the Mortgagee, against loss by fire, windstorm, flood and such other casualties that Mortgagee may require, for such period and for not less than such amount as Mortgagee may require, and to pay promptly when due all premiums for such insurance. Mortgagor agrees to deliver renewal or replacement policies of any nature or replacement certificates of insurance to the Mortgagee at least ten (10) days prior to the expiration or anniversary date of the existing policies. The amounts of insurance required by the Mortgagee shall be the minimum amounts for which said insurance shall be written and it shall be incumbent upon the Mortgagor to maintain such additional insurance as may be necessary to meet and comply fully with all co-insurance requirements contained in said policies to the end that Mortgagor is not a co-insurer thereunder.

The policy or policies shall be held by and be payable to said Mortgagee and the Mortgagee shall have the option to receive and apply said payment on account of the indebtedness hereby secured, or permit the Mortgagor to receive or use it or any part thereof, for any purpose without thereby waiving or impairing the equity, lien or right under and by virtue of this Mortgage and may place and pay such insurance or any part thereof without waiving or affecting the option to foreclose or any right hereunder, and each such payment shall bear interest at the maximum rate allowed by law.

5. To permit, commit or suffer no waste, impairment, abandonment, or deterioration of said property, or any part thereof, and upon the failure of the Mortgagor to keep the buildings and personal property in good condition or repair, the Mortgagee may demand the immediate repair of said property or increase in the amount of security, or the immediate repayment of the debt hereby secured, and failure of the Mortgagor to comply with said demand of the Mortgagee for a period of fifteen (15) days shall constitute a breach of this Mortgage, and at the option of the Mortgagee immediately mature the entire amount of principal and interest hereby secured and the Mortgagee, immediately and without notice may institute proceedings to foreclose this Mortgage and apply for the appointment of a Receiver, as hereinafter provided.

6. To perform, comply with and abide by all the stipulations, agreements, conditions and covenants in said Note and the Mortgage set forth.

Initials: \_\_\_\_\_



7. To comply with the subdivision restrictions and the municipal zoning ordinances applicable to the mortgaged property; not to erect or permit to be erected any new buildings on the premises herein mortgaged or to add to or permit to be added to, make or permit to be made, any structural alterations to any of the existing improvements thereon without the written consent of the Mortgagee, and in the event of any violation or attempt to violate these stipulations, or any of them, this Mortgage and all sums secured hereby shall immediately become due and payable at the option of the Mortgagee.

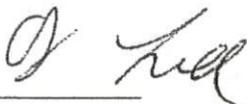
8. That in case of a default in any of the terms of this Mortgage and the filing of a bill to foreclose this or any other mortgage encumbering the within described property, the Mortgagee shall be entitled to apply at any time without notice, pending such foreclosure suit, to the court having jurisdiction thereof for the appointment of a receiver of all and singular the mortgaged property, and of all the rents, incomes, profits, issues and revenues thereof, from whatsoever source derived; and thereupon it is hereby expressly covenanted and agreed that the court shall forthwith appoint a receiver of said mortgaged property, all and singular, and of such rents, incomes, profits, issues and revenues thereof, from whatsoever source derived, with the usual powers and duties of receivers in like cases; and such appointment shall be made by such court as a matter of strict right to the Mortgagee, and without reference to the adequacy or inadequacy of the value of the property hereby mortgaged, or to the solvency or insolvency of the Mortgagor, and that such rents, profits, incomes, issues and revenues shall be applied by such receiver to the payment of the mortgage indebtedness, costs and charges, according to the order of such court.

9. That in the event of the ownership of the mortgaged premises, or any part thereof, becomes vested in a person other than the Mortgagor, the Mortgagee may without notice to the Mortgagor deal with such successor or successors in interest with reference to this Mortgage and the debt hereby secured in the same manner as with the Mortgagor, without in any way vitiating or discharging the Mortgagor's liability hereunder or upon the debt hereby secured. No sale of the premises hereby mortgaged and no forbearance on the part of the Mortgagee and no extension of the time for the payment of the debt hereby secured given by the Mortgagee shall operate to release, discharge, modify, change or affect the original liability of the Mortgagor herein, either in whole or in part.

10. If all or any part of the property or an interest therein which is encumbered by this Mortgage is sold or transferred by Mortgagor without Mortgagee's prior written consent, which consent may be withheld in Mortgagee's sole and absolute discretion, all the sums secured by this mortgage shall be immediately due and payable. Additionally, Mortgagor may not further encumber all or part of the property which is the subject of this Mortgage without express written consent of the Mortgagee, which consent may be withheld in the Mortgagee's sole and absolute discretion.

11. That time is of the essence of this mortgage and that no waiver of any obligation hereunder, or of the obligation secured hereby, shall at any time thereafter be held to be a waiver of the terms hereof or of the note secured hereby.

Initials: \_\_\_\_\_



12. If a foreclosure proceedings should be instituted on any mortgage inferior to this mortgage or if any foreclosure or proceeding is instituted on any lien of any kind, the Mortgagee may at its option immediately or thereafter declare this mortgage and the indebtedness secured hereby due and payable.

13. That if any of the sums of money herein referred to be not promptly and fully paid within fifteen (15) days next after the same severally become due and payable, or if all the stipulations, agreements, conditions and covenants of said note and this mortgage, or either, are not duly performed, complied with and abided by, the aggregate sum unpaid under said note and this mortgage shall become due and payable forthwith, or thereafter, at the option of the Mortgagee, as fully and completely as if said aggregate sum of money were originally stipulated to be paid on such day, anything in said note or in this mortgage to the contrary notwithstanding. Thereafter, the Mortgagee, at its option, may without further demand foreclose this Mortgage by judicial proceeding.

14. That in order to accelerate the maturity of the indebtedness hereby secured because of the failure of the Mortgagor to pay any tax assessment, liability, or obligation, or encumbrance upon said property as herein provided, it shall not be necessary nor requisite that the Mortgagee shall first pay the same.

15. That the mailing of a written notice of demand, addressed to the owner of record of the mortgaged premises, directly to said owner at the last address actually furnished to the Mortgagee, or directed to the said owner at said mortgaged premises, and mailed by the United States mail, shall be sufficient notice and demand in any case arising under this instrument and required by provisions hereof or by law.

16. Should the validity or lien of this mortgage or the note secured thereby be contested by litigation or otherwise, the Mortgagor agrees to pay to the Mortgagee the cost of defending the same including a reasonable attorney's fee and attorneys' fees on appeals.

17. To pay all and singular the costs, charges and expenses, including attorney's fees, reasonably incurred or paid at any time by the Mortgagee, because of the failure of the Mortgagor to perform, comply with and abide by all the stipulations, agreements, conditions and covenants of said note and this mortgage, or either, and every such payment shall bear interest from such date at the maximum rate allowed by law.

18. It is understood and agreed that the Mortgagee may at any time, without notice to any person, grant to the Mortgagor any modification of any kind or nature whatsoever, release any person liable for the payment of any indebtedness secured hereby, or allow any change or changes, substitution or substitutions of any of the property described in this mortgage or any other collateral which may be held by the Mortgagee without in any manner affecting the liability of the Mortgagor, any endorsers of the indebtedness hereby secured or any other person for the payment of said indebtedness together with interest, and any other sums which may be due and payable to the Mortgagee, and also without in any manner affecting or impairing the lien of this mortgage upon the remainder of the property and other collateral which is not changed or substituted; and it is also understood and agreed that the Mortgagee may at any time, without

Initials: \_\_\_\_\_

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notice to any person, release any portion of the property described in this mortgage or any other collateral, or any portion of any other collateral which may be held as security for the payment of the indebtedness hereby secured, either with or without a consideration for such release or releases, without in any manner affecting the liability of the Mortgagor, all endorsers, if any, and all other persons who are or shall be liable for the payment of said indebtedness and, without affecting, disturbing or impairing in any manner whatsoever the validity and priority for the lien of this mortgage for the full amount of the indebtedness remaining unpaid, together with all interest and advances which shall become payable upon the entire remainder of the mortgaged property which is unreleased and without in any manner affecting or impairing to the extent whatsoever any and all collateral security which may be held by the Mortgagee. It is distinctly understood and agreed by the Mortgagor and the Mortgagee that any release or releases may be made by the Mortgagee without the consent or approval of any other person or persons whomsoever.

19. Any agreement hereafter made by the Mortgagor and Mortgagee pursuant to this mortgage shall be superior to the rights of the holder of any intervening lien or encumbrance.

20. That it is the intent hereof to secure payment of said notice and obligation whether the entire amount shall have been advanced to the Mortgagor at the date hereof, or at a later date, and to secure any other amount or amounts that may be added to the mortgage indebtedness under the terms of this instrument or advanced in the future. The total amount of indebtedness secured hereby may decrease or increase from time to time but the total unpaid balance so secured at any one time shall not exceed twice the original principal sum secured hereby, plus interest thereon and any disbursements made for any payment of taxes, levies, insurance premiums or advances made by the Mortgagee as herein elsewhere provided for the protection of the property covered by the lien of this mortgage, with interest thereon; and this mortgage shall secure any and all additional or further monies which may be advanced by the Mortgagee to the Mortgagor after the date hereof, which future advances of money, if made shall be evidenced by a note or notes executed by the Mortgagor to the Mortgagee bearing such rate of interest and with such maturities as shall be determined from time to time, but any and all such future advances secured by this mortgage shall be made not more than twenty (20) years after the date hereof. Nothing herein contained shall be deemed an obligation on the part of the Mortgagee to make any future advances.

21. That in the event the premises hereby mortgaged or any part hereof shall be condemned and taken under the power of eminent domain, the Mortgagee shall have the right to demand that all damages awarded for the taking of or damages to said premises shall be paid to the Mortgagee, his successor or assigns, up to the amount then unpaid on this mortgage and may be applied upon the payment or payments last payable thereon.

22. It is expressly stipulated and agreed to be the intent of Mortgagee and Mortgagor at all times to comply with the applicable law governing the highest lawful interest rate. If the applicable law is ever judicially interpreted so as to render usurious any amount called for under the note or under any of the other loan documents, or contracted for, charged, taken, reserved or received with respect to the loan, or if acceleration of the maturity of the note, any prepayment by Mortgagor, or any other circumstance whatsoever, results in Mortgagor having paid any

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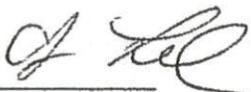
interest in excess of that permitted by applicable law, then it is the express intent of Mortgagor and Mortgagee that all excess amounts theretofore collected by Mortgagee be credited on the principal balance of the note (or, at Mortgagee's option, paid over to Mortgagor), and the provisions of the note and other loan documents immediately be deemed reformed and the amounts thereafter collectible hereunder and thereunder reduced, without the necessity of the execution of any new document, so as to comply with the applicable law, but so as to permit the recovery of the fullest amount otherwise called for hereunder and thereunder. The right to accelerate maturity of the note does not include the right to accelerate any interest which has not otherwise accrued on the date of such acceleration, and Mortgagee does not intend to collect any unearned interest in the event of acceleration. All sums paid or agreed to be paid to Mortgagee for the use, forbearance or detention of the secured obligation evidenced hereby or by the note shall, to the extent permitted by applicable law, be amortized, prorated, allocated and spread throughout the full term of such secured obligation until payment in full so that the rate or amount of interest on account of such secured obligation does not exceed the maximum rate or amount of interest permitted under applicable law. The term "applicable law" as used herein shall mean any federal or state law applicable to the loan.

23. In the event the holder of this Mortgage or an undivided interest in this Mortgage is now or in the future a trust, the Mortgagor does hereby confirm unto the Trustee the power and authority either to protect, conserve, and to sell, or to lease or to encumber, or otherwise to manage and dispose of the real property described herein.

24. Except as may be prohibited by law, Mortgagee and Mortgagor hereby knowingly, voluntarily and intentionally waive the right any may have to a jury trial in respect to any litigation based hereon, or arising out of, under or in connection with this Mortgage or the note, or any agreement or instrument contemplated to be executed in conjunction herewith, or any course of conduct, course of dealing, statements (whether oral or written) or actions of either party. This provision is a material inducement for the Mortgagee extending credit to Mortgagor. If the subject matter of any litigation is one in which the waiver of a trial by jury is prohibited, Mortgagor shall not present as a non-compulsory counterclaim in such litigation any claim arising under any loan document. Furthermore, Mortgagor shall not seek to consolidate any action in which a jury trial has been waived with any litigation in which a jury trial cannot be waived.

25. Payments are deemed received by the Mortgagee when received at the location designated in the Note or at such other location as may be designated by the Mortgagee. Mortgagee may return any payment if the payment is insufficient to bring the Mortgage current. Mortgagee may accept any payment insufficient to bring the Mortgage current, without waiver of any rights herein or prejudice to its rights to refuse such payment in the future, but Mortgagee is not obligated to apply such payments at the time such payments are accepted. Mortgagee may hold such unapplied funds until Mortgagor makes payment to bring the Mortgage current and not pay interest on unapplied funds. If not applied earlier, any unapplied funds will be applied to the outstanding principal balance under the Note immediately prior to foreclosure. No offset or claim which Mortgagor might have now or in the future against Mortgagee shall relieve Mortgagor from making payments due under the Note and the Mortgage or performing the covenants and agreements secured by this Mortgage.

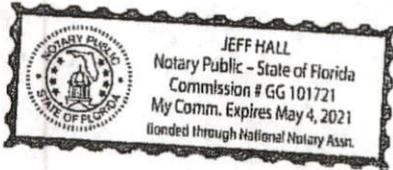
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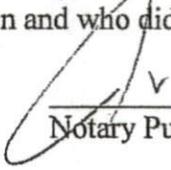




STATE OF FLORIDA )  
COUNTY OF SEMINOLE <sup>MARY DADG</sup> ) :SS.

The foregoing instrument was acknowledged before me this 30 day of May, 2018, by FELIPE E. SIXTO, as Manager of SIXTO SUNSHINE PROPERTIES LLC, a Florida Limited Liability Company, who is personally known to me or who has produced FL-OL, as identification and who did take an oath.



  
\_\_\_\_\_  
Notary Public

Doc# 2173508  
Bk# 2911 Pg# 1878

Initials: \_\_\_\_\_

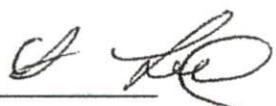


EXHIBIT "A"  
LEGAL DESCRIPTION

A parcel of land known as Lot 12-J, according to a "Plat of Survey of land East of and adjacent to Block 43 of Sands Subdivision as recorded in Plat Book 1, Page 65, of the Public Records of Monroe County, Florida." Said Plat of Survey by Registered Florida Land Surveyor C.G. Bailey, dated 1/18/1972 and recorded attached to a warranty deed in Official Records Book 781, Page 695, said Lot 12-J being more particularly described by metes and bounds as follows:

COMMENCING at the Northeast corner of Lot 9, in Block 43, of SANDS SUBDIVISION, bear South 89 degrees and 52 minutes East, 215 feet to the POINT OF BEGINNING of the parcel of land hereinafter described; from said POINT OF BEGINNING, continue bearing South 89 degrees and 52 minutes East, 65 feet; thence bear South 60 feet to a canal; thence bear Westerly along said canal, 43.25 feet; thence bear South 27.5 feet; thence bear North 89 degrees and 52 minutes West, 21.75 feet; thence bear North 87.5 feet, back to the POINT OF BEGINNING.

Initials:  \_\_\_\_\_

PROMISSORY NOTE

\$50,000.00

Big Pine Key, Florida  
Effective as of May 30, 2018

FOR VALUE RECEIVED, the undersigned promises to pay to the order of MARK WEINBERG and MICHELLE WEINBERG, husband and wife, the principal sum of Fifty Thousand and No/100 (\$50,000.00) Dollars, together with interest thereon from the above date at the rate of Five (5%) percent per annum until maturity, said interest being payable monthly on the first day of each and every month, both principal and interest being payable in lawful money of the United States at P.O. Box 430445, Big Pine Key, FL 33043, or at such other place as the holder hereof may designate in writing. Interest payments only shall be due in installments of Two Hundred Eight and 33/100 (\$208.33) Dollars each month on the first day of each and every month, beginning on the 1<sup>st</sup> day of July, 2018, and continuing until said principal and interest have been paid. Each installment payment shall be credited first to the interest then due; and the remainder on principal; and interest shall thereupon cease upon the principal so credited. Interest payments shall be calculated on a three hundred sixty (360) day year.

This Note shall mature on May 30, 2028, at which time the unpaid principal indebtedness evidenced hereby plus accrued and unpaid interest shall be due and payable in full forthwith without notice.

This Note may be prepaid in whole or in part prior to maturity without penalty, however, a partial prepayment shall not relieve the maker from making the next scheduled payment due hereunder.

Each maker and endorser severally waives demand, protest and notice of maturity, non-payment or protest and all requirements necessary to hold each of them liable as makers and endorsers.

Each maker and endorser further agrees, jointly and severally, to pay all costs of collection, including a reasonable attorney's fee in case the principal of this Note or any payment on the principal or any interest thereon is not paid at the respective maturity thereof, or in case it becomes necessary to protect the security hereof, whether suit be brought or not.

If the Note holder has not received the full amount of any payment by the end of ten (10) calendar days after the date it is due, including, without limitation, the unpaid balance due at the maturity of this Note, the maker shall be obligated to pay a late fee equal to five (5%) percent of the delinquent payment.

In the event of a default, the unpaid principal balance shall bear interest at the highest rate allowable by law from the date of the default. After the entry of a Judgment by the Court, the Judgment Amount will bear interest at the rate of Eighteen (18%) Percent per annum.

This Note is secured by a First Mortgage of even date herewith and is to be construed and enforced according to the laws of the State of Florida; upon default in the payment of principal and/or interest when due, the whole sum of principal and interest remaining unpaid shall, at the option of the holder, become immediately due and payable.

The provisions of this Note and of all agreements between maker and holder are, whether now existing or hereinafter made, hereby expressly limited so that in no contingency or event whatever, whether by reason of acceleration of the maturity hereof, prepayment, demand for payment or otherwise, shall the amount paid, or agreed to be paid, to holder for the use, forbearance, or detention of the principal

hereof or interest hereon, which remains unpaid from time to time, exceed the maximum amount permissible under applicable law, it particularly being the intention of the parties hereto to conform strictly to Florida and Federal law, whichever is applicable. If from any circumstance whatever, the performance or fulfillment of any provision hereof or of any other agreement between maker and holder shall, at the time performance or fulfillment of such provision is due, involve or purport to require any payment in excess of the limits prescribed by law, then the obligation to be performed or fulfilled is hereby reduced to the limit of such validity, and if from any circumstance whatever holder should ever receive as interest an amount which would exceed the highest lawful rate, the amount which would be excessive interest shall be applied to the reduction of the principal balance owing hereunder (or, at holder's option, be paid over to maker) and shall not be counted as interest. To the extent permitted by applicable law, determination of the legal maximum amount of interest shall at all times be made by amortizing, prorating, allocating and spreading in equal parts during the period of the full stated term of this Note, all interest at any time contracted for, charged, or received from maker in connection with this Note and all other agreements between maker and holder, so that the actual rate of interest on account of the indebtedness represented by this Note is uniform throughout the term hereof.

SIXTO SUNSHINE PROPERTIES LLC, a Florida Limited Liability Company

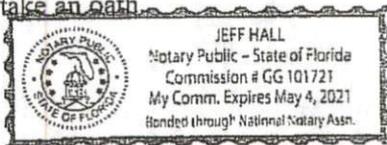
BY: [Signature]  
 LAURA M. SIXTO, Manager

BY: [Signature]  
 FELIPE E. SIXTO, Manager

STATE OF FLORIDA )  
 )  
 COUNTY OF MONROE )

Doc# 2173508  
 Bk# 2911 Pg# 1881

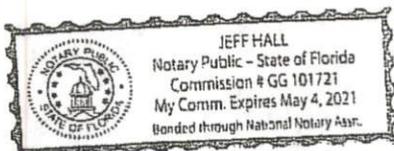
The foregoing instrument was acknowledged before me this 30 day of May, 2018, by LAURA M. SIXTO, as Manager of SIXTO SUNSHINE PROPERTIES LLC, a Florida Limited Liability Company, who is personally known to me or who has produced FL OC, as identification and who did take an oath.



[Signature]  
 Notary Public

STATE OF FLORIDA )  
 )  
 COUNTY OF MONROE )

The foregoing instrument was acknowledged before me this 30 day of May 2018, by FELIPE E. SIXTO, as Manager of SIXTO SUNSHINE PROPERTIES LLC, a Florida Limited Liability Company, who is personally known to me or who has produced FL OC, as identification and who did take an oath.



[Signature]  
 Notary Public

MONROE COUNTY  
 OFFICIAL RECORDS

PREPARED BY AND RETURN TO:  
Joel S. Piotrkowski, Esquire  
Green & Piotrkowski, PLLC  
317 – 71<sup>st</sup> Street  
Miami Beach, FL 33141

Doc# 2173509  
BK# 2911 Pg# 1882

ASSIGNMENT OF RENTS AND LEASES

KNOW ALL MEN BY THESE PRESENTS that SIXTO SUNSHINE PROPERTIES LLC, a Florida Limited Liability Company, whose mailing address is 6545 SW 110th Avenue Miami, FL 33173 (hereinafter referred to as the "Assignor"), in consideration for the sum of TEN DOLLARS (\$10.00) paid by MARK WEINBERG and MICHELLE WEINBERG, husband and wife, whose address is P.O. Box 430445, Big Pine Key, FL 33043 (hereinafter referred to as the "Assignee"), hereby conveys, transfers and assigns unto the Assignee, its successors and assigns, all the rights, interest and privileges which the Assignor, as Lessor, has and may have in the leases now existing or hereafter made and affecting the real property described below or any part thereof (the "Premises"), including, but not limited to, the leases pertaining to the premises, as said leases may have been, or may from time to time be hereafter, modified, extended and renewed, with all rents, income and profits due and becoming due therefrom. The Assignor will, upon request of the Assignee, execute assignments of any future leases affecting any part of the Premises.

A. This Assignment of Rents and Leases (this "Assignment") is made as additional security for the payment of that certain Promissory Note (the "Note") made by Assignor, and Mortgage (the "Mortgage") dated the date hereof (and all extensions or modifications thereof) made by Assignor to Assignee. The Note is in the total principal sum of Fifty Thousand and No/100 (\$50,000.00) Dollars with interest, covering real property situated in the County of MONROE, State of Florida, and described as follows: See Exhibit "A" attached hereto and made a part hereof (the "Premises"), and the acceptance of this Assignment and the collection of rents or the payments under the leases hereby assigned shall not constitute a waiver of any rights of the Assignee under the terms of the Note and the Mortgage .

B. It is expressly understood and agreed by the parties hereto that before default occurs under the terms of the Note and Mortgage, Assignor shall have the right to collect said rents, income and profits from the aforementioned leases and to retain, use and enjoy the same, provided, however, that even before default occurs, no rent more than one (1) month in advance shall be collected or accepted without the prior written consent of the Assignee. Anything to the contrary notwithstanding, Assignor hereby assigns to Assignee any award made hereafter to it in any court procedure involving any of the lessees in any bankruptcy, insolvency, or reorganization proceedings in any state or Federal court; and any and all payments made by lessees in lieu of rent.

C. Assignor agrees and acknowledges that it may not enter into any lease pertaining to the Premises or any part thereof without the express written consent of the Assignee, which consent may be withheld in the Assignee's sole and absolute discretion.

Initials: \_\_\_\_\_



D. The Assignor, in the event of default in the performance of any of the terms and conditions of the Note and Mortgage, hereby authorizes the Assignee, at its option to enter and take possession of the Premises and to manage and operate the same, to collect all or any rents accruing therefrom and from said leases, to let or re-let said Premises or any part hereof, to cancel and modify leases, evict tenants, bring or defend any suits in connection with the possession of said Premises in its own name or Assignor's name, make repairs as Assignee deems appropriate, and perform such other acts in connection with the management and operation of the Premises as the Assignee, in its discretion, may deem proper.

E. The receipt by the Assignee of any rents, issues or profits pursuant to this instrument after the institution of foreclosure proceedings under the Mortgage shall not cure such default nor affect such proceedings or any sale pursuant thereto. Nothing contained in this Assignment and no act done or omitted by the Assignee pursuant to the powers and rights granted it hereunder shall be deemed to be a waiver by the Assignee of its rights and remedies under the Note and Mortgage or under any other instrument executed or assented to by Assignor incident to the making of the Loan, and this Assignment is made and accepted without prejudice to any of the rights and remedies possessed by the Assignee under the terms of the Note and Mortgage or under any other instrument executed or assented to by Assignor incident to the making of the Loan. Furthermore, the collection and application of the rents, issues and profits to the indebtedness secured by the Mortgage or as otherwise above provided shall not constitute a waiver by Assignee of any default which might at the time of such application or thereafter exist under the Mortgage or Note or such other instruments and the payment of the indebtedness secured by the Mortgage may be accelerated in accordance with its terms, notwithstanding such application.

F. Assignee shall not be obligated to perform or discharge any obligation or duty to be performed or discharged by Assignor under any of said leases, and the Assignor hereby agrees to indemnify the Assignee for, and to save it harmless from, any and all liability arising from any of said leases or from this Assignment, and this Assignment shall not place responsibility for the control, care, management or repair of the Premises upon the Assignee, or make the Assignee responsible or liable for any negligence in the management, operation, upkeep, repair or control of the Premises resulting in loss, injury or death of any tenant, licensee, employee or stranger.

Without limiting the generality of the foregoing, in no event shall the Assignee be liable for the performance or discharge of any obligations expressly assumed by it as provided in this Assignment or an assignment or other transfer by the Assignee of its interests hereunder or in the Premises covered by the Mortgage to any other party. Furthermore, it is agreed that, in the event of any such assumption by the Assignee of the Assignor's obligations, any party, thereafter and by reason of such assumption having a claim against the Assignee, agrees to look solely to the Assignee's interest in the Premises covered by said Mortgage for recovery of any judgment against the Assignee, it being understood that the Assignee shall never be personally liable for any such judgment or for the payment of any monetary obligation to any such party.

Anything to the contrary notwithstanding, Assignor hereby assigns to Assignee any award made hereafter to it in any court procedure involving any of the lessees in any bankruptcy,

Initials: \_\_\_\_\_



insolvency, or reorganization proceedings in any state or Federal court; and any and all payments made by lessees in lieu of rent. Assignor hereby appoints Assignee as its irrevocable attorney-in-fact to appear in any action and/or to collect any such award or payment.

G. Assignor hereby authorizes the Assignee to give written notice of this Assignment at any time to any tenant under any lease of any part of the Premises. The Assignor hereby authorizes and directs the tenants named in any leases of the premises described therein or in the Mortgage, upon receipt from the Assignee of written notice to the effect that the Assignee is then the holder of the Note and Mortgage and this Assignment and stating that a default exists under any of the provisions of one or all of such instruments, to pay over to the Assignee all rents, income and profits arising or accruing under such leases or from the premises described therein or in the Mortgage and to continue to do so until otherwise notified by the Assignee. Assignor agrees that any such tenant or occupant shall have the right to rely upon any such notice by Assignee without any obligation or right to inquire as to whether any such default actually exists and notwithstanding any notice from or claim of Assignor to the contrary, and that Assignor shall have no right or claim against any such tenant or occupant for any such rents paid by any such tenant or occupant to Assignee following receipt of such notice.

H. Violation of any of the covenants, representations and provisions contained herein by the Assignor shall be deemed a default under the terms of the Note and Mortgage.

I. Default by the Assignor under any of the terms of the leases assigned herein shall be deemed a default under the terms of the Note and Mortgage. Any expenditures made by the Assignee in curing such a default on the Assignor's behalf, with interest thereon at the highest per annum rate permitted by law for which it is now lawful to contract, shall become part of the debt secured by these presents.

J. The full performance of the Mortgage and the duly recorded satisfaction or full release or reconveyance of the property described therein shall render this Assignment automatically void with respect to the Premises or portion thereof described in any such satisfaction or release.

K. The net proceeds collected by the Assignee under the terms of this Assignment shall be applied first to the costs of collection, then late charges, interest and then to principal, however, such application shall not cure any outstanding default.

L. This Assignment applies to and binds the parties hereto and their respective heirs, administrators, executors, successors and assigns, as well as any subsequent owner of the real estate described herein and any assignee of the Mortgage referred to herein.

M. Notwithstanding any provision herein to the contrary, this Assignment is intended to be an absolute assignment from Assignor to Assignee and not merely a passing of a security interest. The rents and leases are hereby assigned absolutely by Assignor to Assignee pursuant to the provisions of Florida Statutes §697.07, contingent only upon the occurrence of a default.

Initials:                     



N. The terms and conditions of this Assignment and the rights, obligations and duties thereunder shall be construed and enforced in accordance with the laws of the State of Florida.

O. In the event of foreclosure of the Mortgage by sale or otherwise, Assignee is hereby authorized to sell the lessor's interest in any leases together with the Premises covered by the Mortgage or to assign the same without consideration to the purchaser at any such sale or to any other claimant to title to the Premises by virtue of foreclosure of the Mortgage; and there shall be no liability to account to Assignor for any rents or profits accruing after the foreclosure of the Mortgage.

P. Assignor hereby agrees to execute and deliver to Assignee such further instruments and documents as, from time to time during the existence of this Assignment, Assignee may reasonably require in order to perfect the interest and rights of Assignee under this Assignment. In case of any conflict between the terms of this instrument and the terms of the Mortgage, the terms of the Mortgage shall prevail. Assignee may, at its election, cause this Assignment to be made a matter of public record in such public offices as Assignee may elect, all costs of filing or recording to be borne by Assignor.

Q. No remedy or right conferred upon the Assignee by operation of law, by this Assignment, the Note, the Mortgage or by any other instrument executed or assented to by Assignor incident to the making of the Loan is intended to be, nor shall it be, inclusive of any other right or remedy, but each and every such remedy or right shall be cumulative and shall be in addition to every other remedy or right conferred upon Assignor, and each and every such remedy or right may be pursued by Assignee in such manner and order, together or separately, and at such times as Assignee may elect.

R. If any term or provision of this Assignment, or the application thereof to any person or circumstance shall, to any extent be invalid or unenforceable, the remainder of this Assignment, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provisions of this Assignment shall be valid and in force to the full extent permitted by law.

S. Whenever, by terms of this Assignment, notice shall or may be given either to Assignor or Assignee, such notice shall be in writing and shall be sent as provided in the Mortgage.

T. The term "leases" as used herein shall mean any lease relating to any portion of the Premises covered by the Mortgage, if and when any.

U. This Assignment applies to and binds the parties hereto and their respective heirs, administrators, executors, successors and assigns, as well as any subsequent owner of the Premises described herein and any assignee of the Mortgage referred to herein.

V. In the event the holder of this Assignment or an undivided interest in this Assignment is now or in the future a trust, the Assignor does hereby confirm unto the Trustee the

Initials:           J L



EXHIBIT "A"  
LEGAL DESCRIPTION

A parcel of land known as Lot 12-J, according to a "Plat of Survey of land East of and adjacent to Block 43 of Sands Subdivision as recorded in Plat Book 1, Page 65, of the Public Records of Monroe County, Florida." Said Plat of Survey by Registered Florida Land Surveyor C.G. Bailey, dated 1/18/1972 and recorded attached to a warranty deed in Official Records Book 781, Page 695, said Lot 12-J being more particularly described by metes and bounds as follows:

COMMENCING at the Northeast corner of Lot 9, in Block 43, of SANDS SUBDIVISION, bear South 89 degrees and 52 minutes East, 215 feet to the POINT OF BEGINNING of the parcel of land hereinafter described; from said POINT OF BEGINNING, continue bearing South 89 degrees and 52 minutes East, 65 feet; thence bear South 60 feet to a canal; thence bear Westerly along said canal, 43.25 feet; thence bear South 27.5 feet; thence bear North 89 degrees and 52 minutes West, 21.75 feet; thence bear North 87.5 feet, back to the POINT OF BEGINNING.

Initials: \_\_\_\_\_



**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 00306000-000600  
 Account# 1378119  
 Property ID 1378119  
 Millage Group 100H  
 Location 31464 AVENUE H, BIG PINE KEY  
 Address  
 Legal Description SANDS SUB BIG PINE KEY PB1-165 PT GOV LTS 1 AND 2 SEC 1 AND 2 SEC 25TWP 66S R29E PT LT 1 JIB SHAPE PARCEL 12-J OR557-908 OR1092-1146 OR2001-189 OR2911-1867/69  
 (Note: Not to be used on legal documents.)  
 Neighborhood 555  
 Property Class VACANT RES (0000)  
 Subdivision SANDS SUBD  
 Sec/Twp/Rng 25/66/29  
 Affordable No  
 Housing



**Owner**

SIXTO SUNSHINE PROPERTIES LLC  
 6545 SW 110th Ave  
 Miami FL 33173

**Valuation**

	2020	2019	2018	2017
+ Market Improvement Value	\$0	\$0	\$0	\$18,778
+ Market Misc Value	\$21,609	\$22,251	\$28,672	\$29,709
+ Market Land Value	\$137,639	\$123,875	\$115,824	\$90,342
= Just Market Value	\$159,248	\$146,126	\$144,496	\$138,829
= Total Assessed Value	\$159,248	\$146,126	\$107,957	\$117,317
- School Exempt Value	\$0	\$0	\$0	\$0
= School Taxable Value	\$159,248	\$146,126	\$144,496	\$138,829

**Land**

Land Use	Number of Units	Unit Type	Frontage	Depth
PERMITTED END OF CANAL (01ECP)	4,498.00	Square Foot	0	0

**Yard Items**

Description	Year Built	Roll Year	Quantity	Units	Grade
CONCRETE DOCK	1975	1976	1	158 SF	4
SEAWALL	1975	1976	1	237 SF	4
CONC PATIO	1993	1994	1	3171 SF	2

**Sales**

Sale Date	Sale Price	Instrument	Instrument Number	Deed Book	Deed Page	Sale Qualification	Vacant or Improved
5/30/2018	\$130,000	Warranty Deed	2173507	2911	1867	37 - Unqualified	Vacant
4/28/2004	\$190,000	Warranty Deed		2001	0189	Q - Qualified	Improved
5/1/1989	\$61,500	Warranty Deed		1092	1146	U - Unqualified	Improved
2/1/1973	\$3,000	Conversion Code		557	908	Q - Qualified	Vacant

**Permits**

Number ⇅	Date Issued ⇅	Date Completed ⇅	Amount ⇅	Permit Type ⇅	Notes ⇅
20100284	3/3/2020		\$2,500	Residential	DEMOLITION OF 540 SQ FT

## View Tax Info

[View Taxes for this Parcel](#)

## Photos



## Map



## TRIM Notice

[2020 TRIM Notice\(PDF\)](#)

2020 Notices Only

No data available for the following modules: Buildings, Commercial Buildings, Mobile Home Buildings, Exemptions, Sketches (click to enlarge).

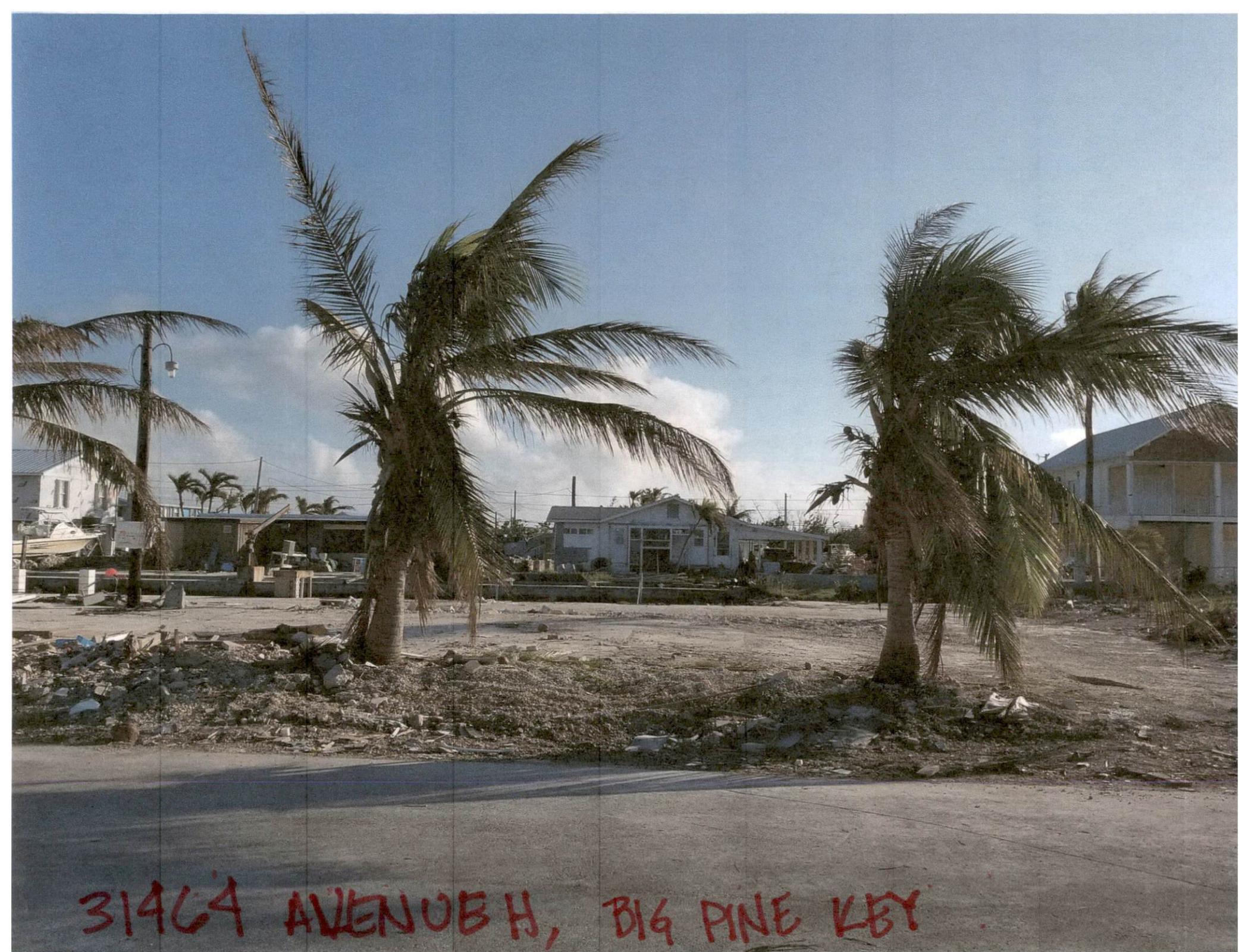
The Monroe County Property Appraiser's office maintains data on property within the County solely for the purpose of fulfilling its responsibility to secure a just valuation for ad valorem tax purposes of all property within the County. The Monroe County Property Appraiser's office cannot guarantee its 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

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Last Data Upload: 8/27/2020, 3:19:56 AM

Version 2.3.80

Developed by  
 Schneider  
GEOSPATIAL



31464 AVENUE H, BIG PINE KEY



31464 AVENUE H, BIG PINE KEY



31464 AVENUE H, BIG PINE KEY.



31464 AVENUE H, BIG PINE KEY

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

**Summary**

Parcel ID 00306000-000600  
 Account# 1378119  
 Property ID 1378119  
 Millage Group 100H  
 Location 31464 AVENUE H, BIG PINE KEY  
 Address  
 Legal SANDS SUB BIG PINE KEY PB1-165 PT GOV LTS 1 AND 2 SEC 1 AND 2 SEC 25TWP  
 Description 66S R29E PT LT 1 JIB SHAPE PARCEL 12-J OR557-908 OR1092-1146 OR2001-189 OR2911-1867/69  
 (Note: Not to be used on legal documents.)  
 Neighborhood 555  
 Property Class VACANT RES (0000)  
 Subdivision SANDS SUBD  
 Sec/Twp/Rng 25/66/29  
 Affordable No  
 Housing



**Owner**

SIXTO SUNSHINE PROPERTIES LLC  
 6545 SW 110th Ave  
 Miami FL 33173

**Valuation**

	2020	2019	2018	2017
+ Market Improvement Value	\$0	\$0	\$0	\$18,778
+ Market Misc Value	\$21,609	\$22,251	\$28,672	\$29,709
+ Market Land Value	\$137,639	\$123,875	\$115,824	\$90,342
= Just Market Value	\$159,248	\$146,126	\$144,496	\$138,829
= Total Assessed Value	\$159,248	\$146,126	\$107,957	\$117,317
- School Exempt Value	\$0	\$0	\$0	\$0
= School Taxable Value	\$159,248	\$146,126	\$144,496	\$138,829

**Land**

Land Use	Number of Units	Unit Type	Frontage	Depth
PERMITTED END OF CANAL (01ECP)	4,498.00	Square Foot	0	0

**Yard Items**

Description	Year Built	Roll Year	Quantity	Units	Grade
CONCRETE DOCK	1975	1976	1	158 SF	4
SEAWALL	1975	1976	1	237 SF	4
CONC PATIO	1993	1994	1	3171 SF	2

**Sales**

Sale Date	Sale Price	Instrument	Instrument Number	Deed Book	Deed Page	Sale Qualification	Vacant or Improved
5/30/2018	\$130,000	Warranty Deed	2173507	2911	1867	37 - Unqualified	Vacant
4/28/2004	\$190,000	Warranty Deed		2001	0189	Q - Qualified	Improved
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**Permits**

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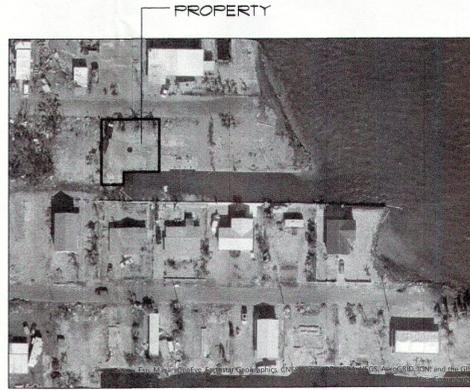
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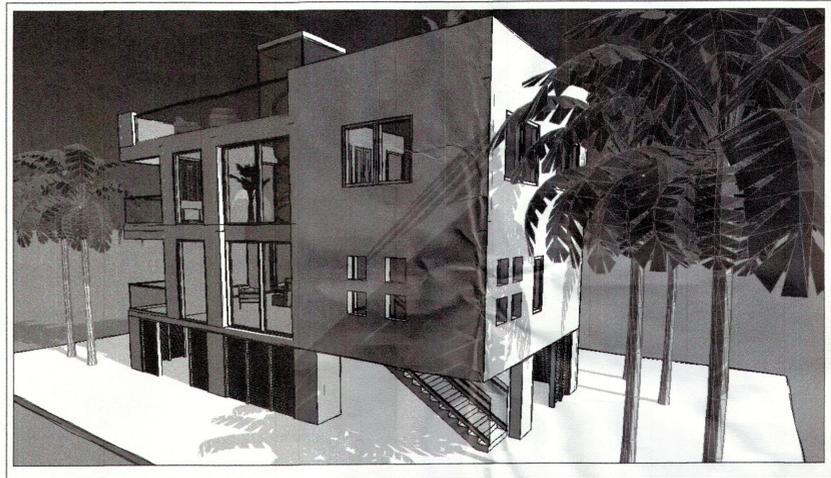
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LOCATION SKETCH  
SCALE: N.T.S.

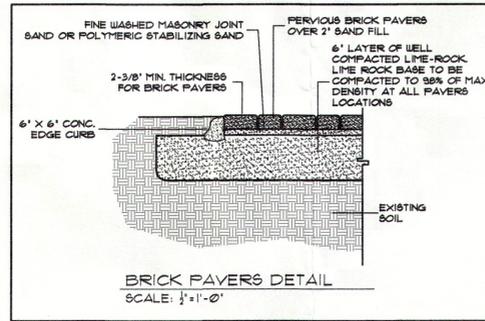


SCHEMATIC DESIGN  
SCALE: N.T.S.

ZONING LEGEND  
Single Family 4 Duplex

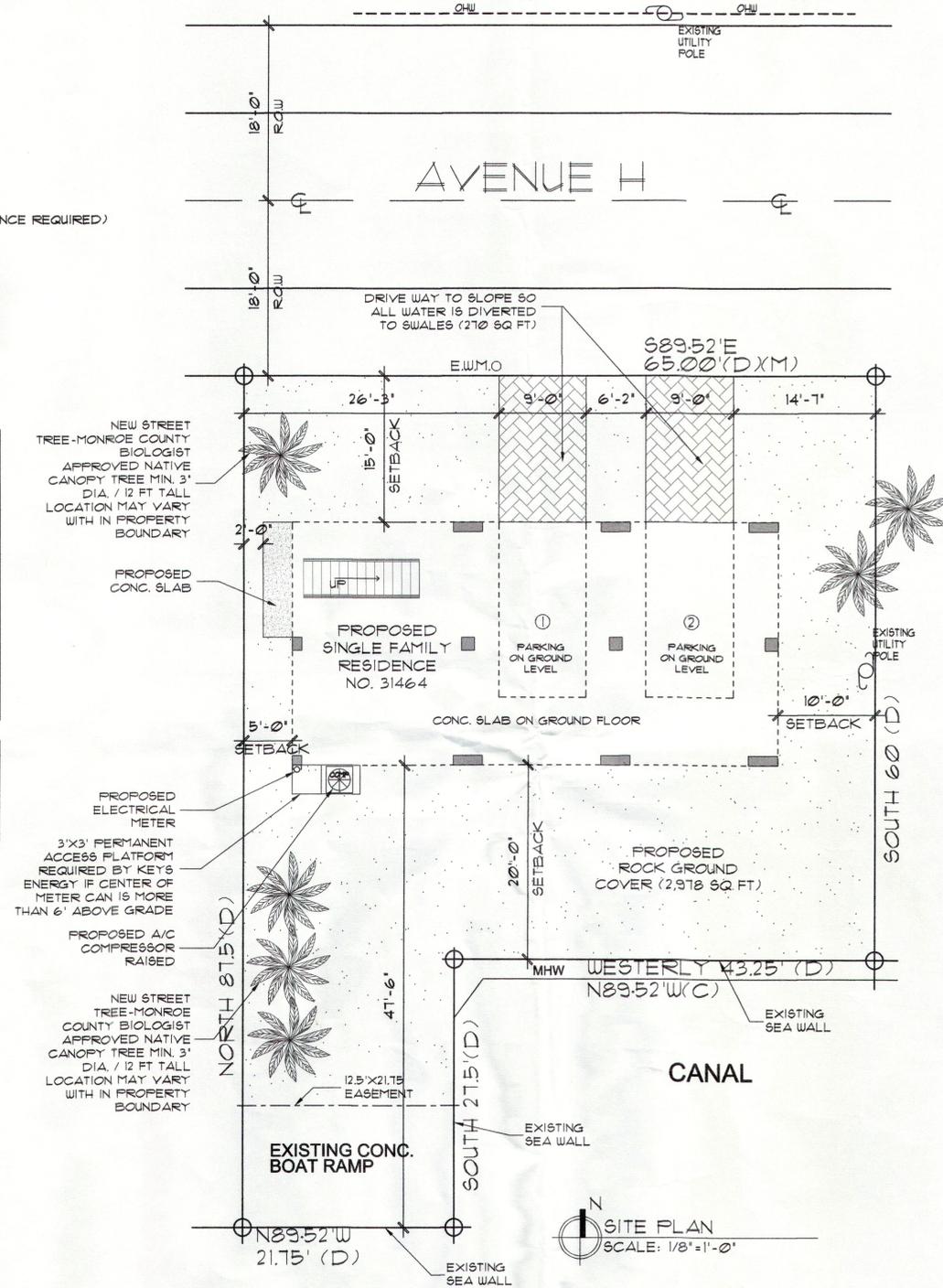
ZONING:	IMPROVED SUBDIVISION (IS)
Height (to ridge of roof)	35'-4" FROM FIN. FL.
Net Land Area	4,498 SQ FT (100%)
Lot Coverage (everything under roof)	1250 SQ FT (27.8%)
DRIVEWAY COVERAGE	270 (6%)
FLOOD ZONE:	IS
BASE ELEVATION:	AE 9'
<b>RESIDENCE SETBACKS:</b>	<b>REQ. PROVIDED</b>
PRIMARY FRONT YARD	25'-0" 15'-0" (VARIANCE REQUIRED)
PRIMARY SIDE YARD	10'-0" 10'-0"
SECONDARY SIDE YARD	5'-0" 5'-0"
REAR YARD	20'-0" 20'-2"

Area adjacent to lake or canal to be graded so as to prevent direct overland discharge of storm water into lake or canal.  
Lot will be graded so as to prevent direct overland discharge or storm water onto adjacent property. Applicant will provide certification prior to final inspection.



JURISDICTION:  
MONROE COUNTY  
BUILDING CODES USED:  
2017 FLORIDA BUILDING CODE 6th EDITION

LEGAL DESCRIPTION: NEWLY AUTHORED BY THE UNDERSIGNED  
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PROPOSED SINGLE FAMILY RESIDENCE  
FOR: SIXTO SUNSHINE PROPERTIES LLC  
ADDRESS: 31464 AVENUE H  
BIG PINE KEY, FLORIDA 33043

These drawings and copies thereof furnished by the architect and are to be returned upon demand at the completion of work, if this drawing or any part thereof is used in any manner without the consent of the architect the user thereof becomes indebted to the architect for full commission.

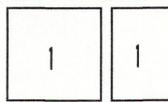
MG Design and Salazar Studio Corp  
Architect - Planners AA#26003312  
357 Hialeah Drive, Hialeah, Florida 33010  
T. 305-218-8689, E. dm.mgdesign@gmail.com

FULTON J. SALAZAR  
ARCHITECT  
AR# 00001511



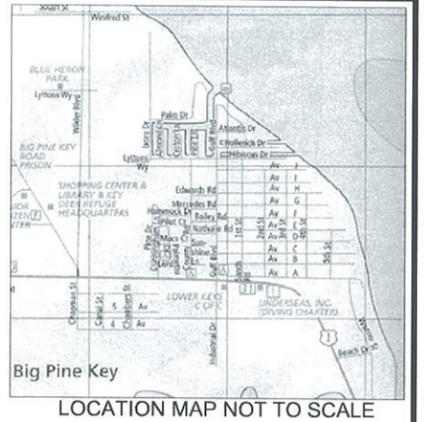
DATE: 08-26-20

JOB NO. R-20-131



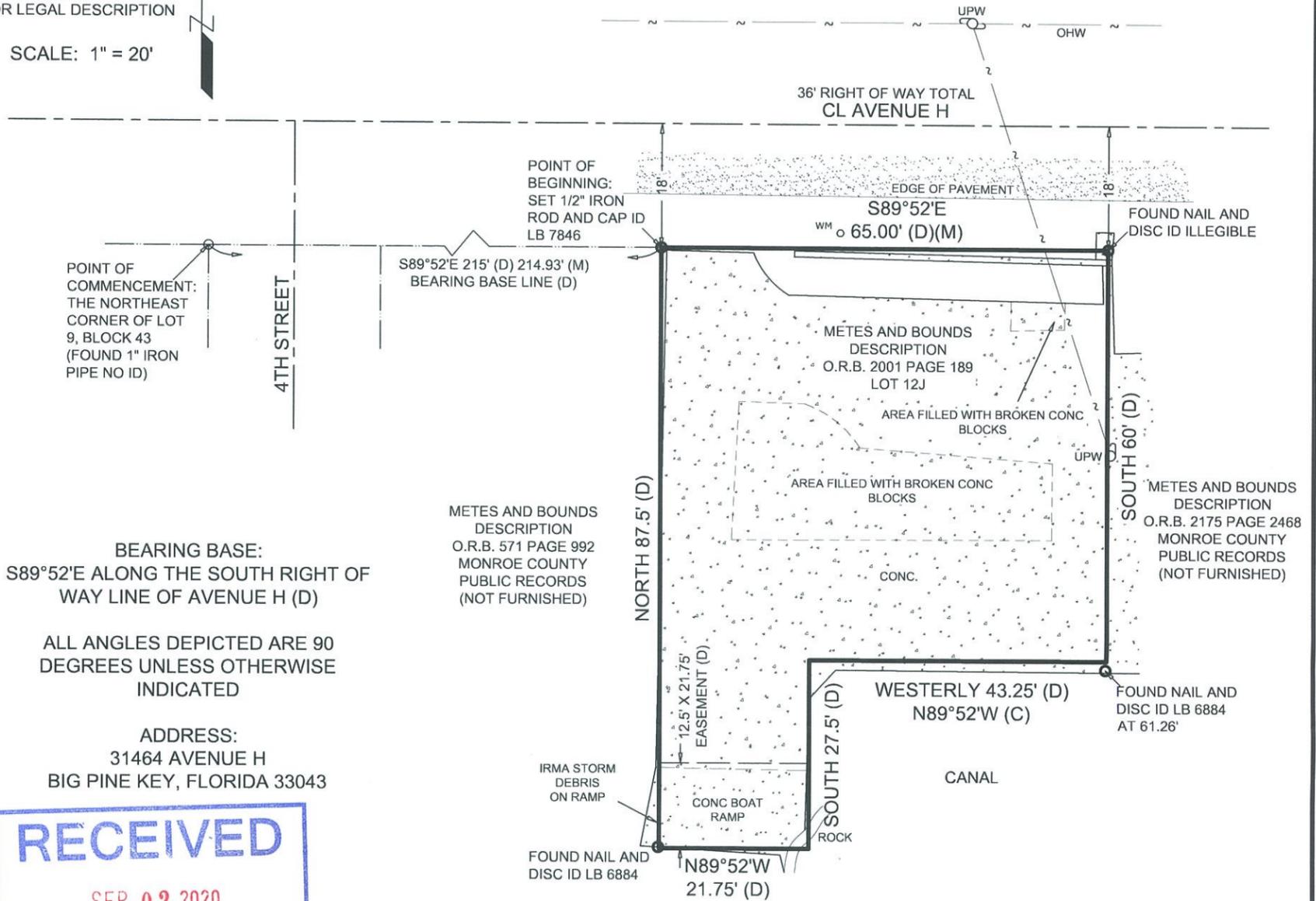
# MAP OF BOUNDARY SURVEY

A PARCEL OF LAND  
 IN PART OF SAND'S SUBDIVISION  
 A PARCEL OF LAND KNOWN AS LOT 12-J,  
 "PLAT OF SURVEY OF LAND EAST OF AND ADJACENT TO BLOCK 43 OF  
 SANDS SUBDIVISION AS RECORDED IN PLAT BOOK 1, PAGE 65, OF THE  
 PUBLIC RECORDS OF MONROE COUNTY, FLORIDA."  
 OFFICIAL RECORDS BOOK 781, PAGE 695  
 MONROE COUNTY, FLORIDA



NORTH  
 ASSUMED FROM PLAT  
 OR LEGAL DESCRIPTION

SCALE: 1" = 20'



BEARING BASE:  
 S89°52'E ALONG THE SOUTH RIGHT OF  
 WAY LINE OF AVENUE H (D)

ALL ANGLES DEPICTED ARE 90  
 DEGREES UNLESS OTHERWISE  
 INDICATED

ADDRESS:  
 31464 AVENUE H  
 BIG PINE KEY, FLORIDA 33043



**CERTIFIED TO:**

1. Fidelity National Title Insurance Company
2. Green & Piotrkowski, PLLC
3. Mark and Michelle Weinberg, its successors and/or assigns as their interest may appear
4. Sixto Sunshine Properties, LLC

ABBREVIATIONS:		NGVD = NATIONAL GEODETIC VERTICAL DATUM (1929)
BFP = BACK-FLOW PREVENTER	O.R.B. = OFFICIAL RECORDS BOOK	
BO = BLOW OUT	OHW = OVERHEAD WIRES	
C = CALCULATED	P = PLAT	
CA = CENTRAL ANGLE	PC = POINT OF CURVATURE	
CBW = CONCRETE BLOCK WALL	PCC = POINT OF COMPOUND CURVATURE	
CI = CURB INLET	PCP = PERMANENT CONTROL POINT	
CL = CENTERLINE	PI = POINT OF INTERSECTION	
CLF = CHAINLINK FENCE	POB = POINT OF BEGINNING	
CM = CONCRETE MONUMENT	POC = POINT OF COMMENCEMENT	
CONC. = CONCRETE	PRC = POINT OF REVERSE CURVATURE	
CVRD = COVERED	PRM = PERMANENT REFERENCE MONUMENT	
D = DEED	PT = POINT OF TANGENCY	
DMH = DRAINAGE MANHOLE	R = RADIUS	
EL. = ELEVATION	ROL = ROOF OVERHANG LINE	
ELEV. = ELEVATED	R/W = RIGHT OF WAY	
EM = ELECTRIC METER	SCO = SANITARY CLEAN-OUT	
ENCL. = ENCLOSURE	SMH = SANITARY MANHOLE	
FFE = FINISHED FLOOR ELEVATION	SV = SEWER VALVE	
FH = FIRE HYDRANT	TBM = TEMPORARY BENCHMARK	
FI = FENCE INSIDE	TOB = TOP OF BANK	
FO = FENCE OUTSIDE	TOS = TOE OF SLOPE	
FOL = FENCE ON LINE	UPC = UTILITY POLE CONCRETE	
GI = GRATE INLET	UPM = UTILITY POLE METAL	
GL = GROUND LEVEL	UPW = UTILITY POLE WOOD	
GW = GUY WIRE	WD = WOOD DECK	
L = ARC LENGTH	WDF = WOOD FENCE	
LE = LOWER ENCLOSURE	WL = WOOD LANDING	
LP = LIGHT POLE	WM = WATER METER	
LS = LANDSCAPING	WV = WATER VALVE	
M = MEASURED		
MCPR = MONROE COUNTY PUBLIC RECORDS		
MHWL = MEAN HIGH WATER LINE		
NAVD = NORTH AMERICAN VERTICAL DATUM (1988)		

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**GENERAL NOTES**  
 1.) THIS SURVEY WAS PERFORMED FOR THE SOLE AND EXCLUSIVE BENEFIT OF THE PARTIES LISTED HEREIN AND SHALL NOT BE RELIED UPON BY ANY OTHER ENTITY OR INDIVIDUAL WHOMSOEVER. LIKEWISE, ANY REUSE OF THIS SURVEY FOR ANY PURPOSE OTHER THAN WHICH WAS ORIGINALLY INTENDED, WITHOUT THE WRITTEN PERMISSION OF THE UNDERSIGNED SURVEYOR & MAPPER, WILL BE DONE SO AT THE RISK OF THE REUSING PARTY AND WITHOUT ANY LIABILITY TO THE UNDERSIGNED SURVEYOR & MAPPER.  
 2.) LEGAL DESCRIPTIONS HAVE BEEN FURNISHED BY THE CLIENT OR HIS/HER REPRESENTATIVE. PUBLIC RECORDS HAVE NOT BEEN RESEARCHED BY THE SURVEYOR TO DETERMINE THE ACCURACY OF THESE DESCRIPTIONS NOR HAVE ADJOINING PROPERTIES BEEN RESEARCHED TO DETERMINE OVERLAPS OR HIATUS.  
 3.) THIS SURVEY DOES NOT PURPORT TO SHOW OWNERSHIP OF WALLS OR FENCES ALONG PROPERTY LINES.  
 4.) ADDITIONS OR DELETIONS TO THIS SURVEY MAP BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.  
 5.) FOUNDATIONS BENEATH THE SURFACE ARE NOT SHOWN.  
 6.) MEASURED DIMENSIONS EQUAL PLATTED OR DESCRIBED DIMENSIONS UNLESS INDICATED OTHERWISE.

SCALE:	1"=20'
FIELD WORK DATE	03/13/18
REVISION DATE	-/-
SHEET	1 OF 1
DRAWN BY:	GF
CHECKED BY:	RER
INVOICE #:	18030102

I HEREBY CERTIFY THAT THIS SURVEY WAS MADE UNDER MY RESPONSIBLE CHARGE AND MEETS THE STANDARDS OF PRACTICE AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES. THIS SURVEY, WHEN SCHEDULE B HAS BEEN PROVIDED MEETS THE PROVISIONS OF FLORIDA ENDORSEMENT FORM 9, SUBPARAGRAPH 1(B) 1(SETBACKS), 1(B)3(ENCROACHMENTS), & 1(B)4(EASEMENTS), SCHEDULE "B" HAS NOT BEEN PROVIDED.

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA SURVEYOR AND MAPPER

SIGNED   
 ROBERT E. REECE, PSM 5632, PROFESSIONAL SURVEYOR AND MAPPER

**REECE & ASSOCIATES**  
 PROFESSIONAL SURVEYOR AND MAPPER, LB 7846  
 127 INDUSTRIAL ROAD, BIG PINE KEY, FL 33043  
 OFFICE (305) 872-1348  
 FAX (305) 872-5622