

File #: **2019-089**

Owner's Name: Gleason, Karla

Applicant: Gleason, Karla

Agent: Brett T. Smith

Type of Application: Admin Variance

Key: Big Coppitt Key

RE #: 00152880.000000
00152890.000000

Additional Information added to File 2019-089

THE SMITH LAW FIRM

A PROFESSIONAL ASSOCIATION
509 WHITEHEAD STREET • KEY WEST, FLORIDA 33040

WAYNE LARUE SMITH, MBA, JD
ALSO ADMITTED WASHINGTON, D.C.

BRETT TYLER SMITH

May 8, 2019

Debra Roberts
Senior Coordinator
Planning Commission
Monroe County Planning & Environmental
Resources Department
2798 Overseas Highway, Suite 400
Marathon, FL 33050-4277

RE: Karla Gleason – Administrative Variance – 321 Avenue E, Big Coppitt Key, FL

Dear Ms. Roberts:

In accordance with your email today, enclosed please find an original executed Agent Authorization from Karla Gleason dated 5/8/19 for the Administrative Variance Application above-referenced.

Per your email, we understand that the authorization submitted with the application package you have reviewed appears to be a copy. Please replace the existing authorization that you currently have in the application package with the enclosed. Thank you.

Sincerely,



Jodell Roberts
Legal Assistant to Brett Tyler Smith

/jr

Z:\1899\02\2019-05-08 Letter to Debra Roberts, Monroe County Planning Department.doc



AGENT AUTHORIZATION FORM

Date of Authorization: 05 / 8 / 2019
Month Day Year

I hereby authorize The Smith Law Firm (Wayne Smith & Brett Smith) be listed as authorized agent
(Print Name of Agent)

representing Karla Gleason for the application submission
(Print Name of Property Owner(s) the Applicant(s))

of an Administrative Variance (rear set back)
(List the Name and Type of applications for the authorization)

for the Property described as: (if in metes and bounds, attach legal description on separate sheet)

Lot	Block	Subdivision	Key (Island)
15	5 & 6	Johnsonville	Big Coppitt
00152880-000000 & 00152890-000000			1198391 & 1198404

Real Estate (RE) Number	Alternate Key Number
321 Avenue E, Big Coppitt Key, Florida 33040	10

Street Address (Street, City, State & Zip Code)	Approximate Mile Marker

Authorized Agent Contact Information:

509 Whitehead street

Mailing Address (Street, City, State and Zip Code)
305-296-0029 bsmith@thesmithlawfirm.com

Work Phone	Home Phone	Cell Phone	Email Address

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 risks and liabilities involved in the granting of this agency and accepts full responsibility for any and all of the actions of the agent named herein related to the processing of the services requested, application(s) and/or the acquisition of approvals/permits for the aforementioned applicant. The applicant(s) hereby indemnifies and holds harmless Monroe County, its officers, agents and employees for any damage to applicant caused by its agent or arising from this agency authorization.

Note: Agents must provide a notarized authorization from ALL current property owners.

Signature of Property Owner: Karla H. Gleason

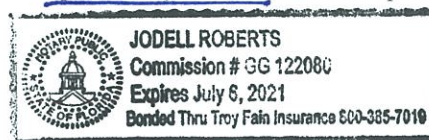
Printed Name of Property Owner: Karla Gleason

STATE OF FLORIDA COUNTY OF Monroe

Sworn to and subscribed before me this 8 day of May, 2019,

by Karla Gleason, who is personally known to me OR produced
(Print Name of Person Making Statement)

_____ as identification.
(Type of ID Produced)



[Signature]
Signature of Notary Public

Print, Type or Stamp Commissioned Name of Notary Public

My commission expires: 7/6/2021

End of Additional File 2019-089

MONROE COUNTY
PLANNING & ENVIRONMENTAL RESOURCES DEPARTMENT



Administrative Variance

pd. CK 1726

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

Administrative Variance Application Fee: \$1,250.00 ✓

In addition to the application fee, the following fees also apply: 95 - \$285.00
Surrounding Property Owner Notification: \$3.00 for each property owner required to be noticed
A signed Affidavit is required with this application

Date of Application: 05 / 7 / 2019
Month Day Year

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

Karla Gleason

Brett Tyler Smith

Applicant (Name of Person, Business or Organization)

Name of Person Submitting this Application

509 Whitehead Street, Key West, Florida 33040

Mailing Address (Street, City, State and Zip Code)

305-296-0029

BSmith@TheSmithLawFirm.Com

Work Phone

Home Phone

Cell Phone

Email Address

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

Karla Gleason

Brett Tyler Smith

(Name/Entity)

Contact Person

321 Avenue E, Big Coppitt Key, Florida 33040

Mailing Address (Street, City, State and Zip Code)

Work Phone

Home Phone

Cell Phone

Email Address

Legal Description of Property: (If in metes and bounds, attach legal description on separate sheet.)

15

5 & 6

Johnsonville

Big Coppitt

Block

Lot

Subdivision

Key

00152880-000000 & 00152890-000000

1198391 & 1198404

Real Estate (RE) Number

Alternate Key Number

321 Avenue E, Big Coppitt Key, Florida 33040

10

Street Address (Street, City, State & Zip Code)

Approximate Mile Marker

Land Use District Designation(s): Improved Subdivision (IS)

Present Land Use of the Property: IS

Proposed Land Use of the Property: IS

Total Land Area: 9,800.00

Pursuant to Section 102-186(b) of the Monroe County Land Development Code (LDC), the Director of Planning & Environmental Resources is authorized to grant the following variances:

- (1) Reduction of front or rear yard non-shoreline setback requirements, as provided in LDC Chapter 131, by up to ten (10) feet; and reduction of non-shoreline side yard setback requirements, as provided in LDC Chapter 131, by up to five (5) feet;
- (2) Reduction in the off-street parking requirements in LDC Chapter 114, Article III, by no more than 20%;
- (3) Reduction in the bufferyard width requirements for Class C, D, E, and F district boundaries, major streets, and scenic corridors in LDC Chapter 114, Article III, by no more than 10%;
- (4) Reduction in the total area of landscaping required for off-street parking and loading in LDC Chapter 114, Article III, by no more than 10%; and
- (5) Reduction in the loading/unloading space dimensional requirements in LDC Chapter 114, Article III.

Provide the standards required by the land development regulations: Rear Yard setback of 10 feet (Sec. 131-3(e)(1) Accessory Structure)
(i.e., front yard setback of 25 feet, 100 off-street parking spaces, etc.)

Provide requested variance: Reduction of 4.8 inch (.4 feet) of rear setback.
(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:
See attached addendum.

2. Failure to grant the variance would result in exceptional hardship to the applicant:
See attached addendum.

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 in the same land use district as a result of adoption of the regulations.

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:

See attached addendum.

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:

See attached addendum.

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:

See attached addendum.

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

See attached addendum.

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

See attached addendum.

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

See attached addendum.

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 administrative 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)
- ☐ Boundary Survey, prepared by a Florida registered surveyor-three (3) sets (at a minimum, survey should include elevations; location and dimensions of all existing structures, paved areas and utility structures; all bodies of water on the site and adjacent to the site; total acreage by land use district; and total acreage by habitat)
- ☐ Site Plan, prepared by a Florida registered architect, engineer or landscape architect- three (3) sets (drawn to a scale of 1 inch equals 20 feet, except where impractical and the Director of Planning authorizes a different scale). At a minimum, the site plan should include the following:
 - ☐ 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 (including handicap accessible, bicycle and scooter) and loading zones
- ☐ Typed name and address mailing labels of all property owners within a 600-foot radius of the property. This list should be compiled from the current tax rolls of the Monroe County Property Appraiser. In the event that a condominium development is within the 600-foot radius, each unit owner must be included.

If applicable, the following items 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 # CE16040041 Describe the enforcement proceedings and if this application is being submitted to correct the violation: Construction of structure without benefit of permits. After the fact permits will be obtained to achieve compliance if variance is granted.

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.

* * * * *

Pursuant to LDC Section 102-186 (i), the applicant shall post the property of the proposed variance with a waterproof sign at least four (4) square feet in front surface area, which is so lettered as to be easily visible from all public streets and public ways abutting the property. The property shall remain posted for no less than thirty (30) calendar days beginning within five (5) working days of the date that the application is deemed to be in compliance by the Planning Director. For your convenience, the Department will provide you with a sample of the sign.

The applicant/owner hereby acknowledges and agrees that any staff discussions or negotiations about conditions of approval are preliminary only, and are not final, nor are they the specific conditions or demands required to gain approval of the application, unless the conditions or demands are actually included in writing in the final development order or the final denial determination or order.

By signing this application, the owner of the subject property authorizes the Monroe County Planning & Environmental Resources staff to conduct all necessary site visits and inspections on the subject property.

I, the Applicant, certify that I am familiar with the information contained in this application, and that to the best of my knowledge such information is true, complete and accurate.

Signature of Applicant: Karla H. Gleason Date: 5/3/2019

STATE OF Florida

COUNTY OF Monroe

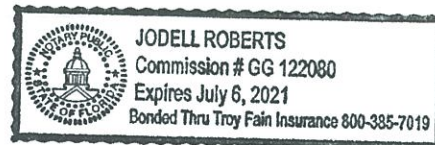
Sworn to and subscribed before me this 3 day of May, 2019,

by Karla Gleason, who is personally known to me OR produced
(PRINT NAME OF PERSON MAKING STATEMENT)

_____ as identification.
(TYPE OF ID PRODUCED)

[Signature]
Signature of Notary Public, State of Florida

Print, Type or Stamp Commissioned Name of Notary Public
My commission expires: 7/6/2021



Send complete application package to:

Monroe County Planning & Environmental Resources Department
Marathon Government Center
2798 Overseas Highway, Suite 400
Marathon, Florida 33050

THE SMITH LAW FIRM

A PROFESSIONAL ASSOCIATION
509 WHITEHEAD STREET • KEY WEST, FLORIDA 33040

WAYNE LARUE SMITH, MBA, JD
ALSO ADMITTED WASHINGTON, D.C.

BRETT TYLER SMITH

May 7, 2019

Monroe County Planning Department
2798 Overseas Hwy., Suite 400
Marathon, FL 33050
Attn: Liz Lustberg

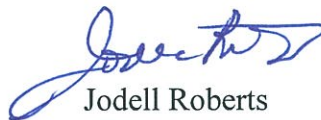
RE: Karla Gleason – Administrative Variance – 321 Avenue E, Big Coppitt Key, FL

Dear Ms. Lustberg:

Enclosed please find an original executed Administrative Variance Application as above-referenced and check in the amount of \$1,535.00 for the filing fee thereof (\$1,250.00 application fee, plus \$285.00 for the \$3.00 fee for each of the 95 surrounding property owners per SPON list provided by County Planning).

If you have any questions or concerns, please feel free to contact Brett Tyler Smith at The Smith Law Firm.

Sincerely,



Jodell Roberts
Legal Assistant to Brett Tyler Smith

/jr

Z:\1899\02\2019-05-07 Letter to Monroe County Planning Department.doc

clarification:

No proposed change to the site, Henton boundary
Survey and site plan are the same, one document.

AGENT AUTHORIZATION FORM

Date of Authorization: 04 / 27 / 2019
Month Day Year

I hereby authorize The Smith Law Firm (Wayne Smith & Brett Smith) be listed as authorized agent
(Print Name of Agent)

representing Karla Gleason for the application submission
(Print Name of Property Owner(s) the Applicant(s))

of an Administrative Variance (rear set back)

(List the Name and Type of applications for the authorization)

for the Property described as: (if in metes and bounds, attach legal description on separate sheet)

Lot	Block	Subdivision	Key (Island)
15	5 & 6	Johnsonville	Big Coppitt
00152880-000000 & 00152890-000000			1198391 & 1198404

Real Estate (RE) Number	Alternate Key Number
321 Avenue E, Big Coppitt Key, Florida 33040	10

Street Address (Street, City, State & Zip Code)	Approximate Mile Marker

Authorized Agent Contact Information:

509 Whitehead street

Mailing Address (Street, City, State and Zip Code)

305-296-0029

bsmith@thesmithlawfirm.com

Work Phone	Home Phone	Cell Phone	Email Address

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 risks and liabilities involved in the granting of this agency and accepts full responsibility for any and all of the actions of the agent named herein related to the processing of the services requested, application(s) and/or the acquisition of approvals/permits for the aforementioned applicant. The applicant(s) hereby indemnifies and holds harmless Monroe County, its officers, agents and employees for any damage to applicant caused by its agent or arising from this agency authorization.

Note: Agents must provide a notarized authorization from ALL current property owners.

Signature of Property Owner: Karla Gleason

Printed Name of Property Owner: Karla Gleason

STATE OF Florida COUNTY OF MONROE

Sworn to and subscribed before me this 27th day of April, 2019

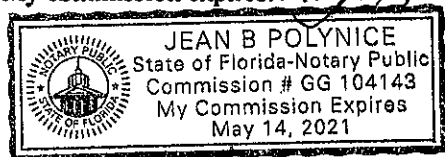
by KARLA HEINEMAN GLEASON, who is personally known to me OR produced
(Print Name of Person Making Statement)

FL DRIVER LICENSE as identification.
(Type of ID Produced)

Signature of Notary Public

JEAN B. POLYNICE
Print, Type or Stamp Commissioned Name of Notary Public

My commission expires: MAY 14, 2021



ADDENDUM TO ADMINISTRATIVE VARIANCE
APPLICATION OF 321 AVENUE E, BIG COPPITT KEY, FL 33040

- 1. The applicant shall demonstrate a showing of good and sufficient cause for granting the variance:**

RESPONSE:

321 Avenue E, Big Coppitt Key, FL 33040 ("Subject Property") was originally developed in 1964 when a permit was pulled to construct a duplex on the Subject Property which was subsequently completed and inspected in 1966. On information and belief, at some point after 1966 a car port was erected on the Subject Property (referred to as "Accessory Structure"). Unfortunately, the Accessory Structure was never permitted; thus, we are unaware as to the exact date it was erected or whether it was fully enclosed when originally erected. Karla Gleason ("Applicant") purchased the Subject Property in May 2010. By the time the Applicant purchased the Subject Property, the Accessory Structure was fully enclosed. Attached as Exhibit "A" is a photograph from 2010 that depicts the Accessory Structure (left of photo) as being completely enclosed.

Since purchasing the Subject Property, the Applicant has made necessary repairs to the Accessory Structure. Because the Accessory Structure was never issued a permit by the County, in order to retain the Accessory Structure it is necessary that the Applicant obtain after the fact permits in order to demonstrate to the County compliance with the code. Unfortunately, the Accessory Structure is within the rear setback and requires an administrative variance, specifically, a variance of 4/10 feet (**4.8 inches**). Additionally, the Accessory Structure was also within the Subject Property's side setback.

With respect to the side setback, the Applicant went to extraordinary lengths in order to ameliorate the issue. Beginning last summer, the Applicant retained attorney Marci L. Rose

("Ms. Rose") to locate the owner, negotiate and ultimately purchase the adjacent ½ lot ("Adjacent ½ Lot"). This proved to be no simple task, and for months it was a wholly unsuccessful endeavor. The owner of the adjacent lot ("Adjacent Owner") was a limited liability company (LLC) and the managing member of that LLC was a foreign LLC from Delaware. To give a background on why the foreign Delaware LLC made this so difficult and why these LLC's are often utilized is because Delaware provides for additional layers of secrecy to avoid liability and identification of its true owners which may hold off creditors. The State of Delaware, unlike other states like Florida, does not list the owner's or addresses of their LLC members. This makes it extremely difficult to find the owners of the company. Here, it made it far more challenging to obtain the contact information of a real person that had authority to sell the Adjacent ½ Lot. Ms. Rose, to her credit, utilized every tool in her arsenal to doggedly track down the individuals, whom did not want to be contacted, with authority to entertain an offer to purchase the Adjacent ½ Lot. The process was long, arduous, and time consuming.

Finding the owners was only the first step, once their true identity was discovered, Ms. Rose had to express to the owner that the Applicant wanted to purchase the Adjacent ½ Lot and why. Ms. Rose soon discovered it was not just one person, but multiple investors that needed to be consulted for ultimate approval. Ms. Rose then had to negotiate a purchase price (almost \$20,000.00 total with costs) and terms, and to get a contract prepared by the Adjacent Lot Owner's attorney. Ms. Rose offered to prepare the contract to speed up the process; however, the Adjacent ½ Lot owner was adamant that they must follow their own internal procedure and utilize their own attorney. The contract called for the Applicant to pay all back taxes (two years were paid in full by the applicant), to accept a quitclaim deed with no warranties of title on a property that was purchased by the Adjacent Lot Owner on a tax deed. Ms. Rose then had to see

if the Applicant could get title insurance, which is almost never issued on a quitclaim deed, especially one from a seller who purchased on a tax deed. Ms. Rose had to work with her underwriter for title insurance and get the Adjacent Lot Owner to agree to sign affidavits and other documents that it was not inclined, but ultimately consented to execute. Attached as Exhibit "B" is a copy of the Title Commitment – see pages 2-3, showing that there were 21 arduous requirements necessary to insure that Applicant received valid title.

Immediately following the closing, Ms. Rose ordered an updated survey that included both the Subject Property and the Adjacent ½ Lot along with a roof peak elevation. The survey indicates that the side setback issue has been resolved and that the rear wall of the accessory Structure is 9.6 to 9.9 feet from the rear property line. Additionally, the peak of the Accessory Structure is 11.77 feet. Accordingly, the variance requested is for a de minimis distance of 4/10 feet, i.e. 4.8 inches.

The Applicant then sought out an estimate for potentially relocating the Accessory Structure onto the Adjacent ½ Lot to resolve the rear setback. The Applicant received an estimate from Joseph F. Caffrey Construction, Inc. for the cost of relocating the Accessory Structure which came out to \$135,600.00. Attached as Exhibit "C" is a signed estimate from Joseph F. Caffrey Construction, Inc. The Applicant being of limited means had utilized all her available resources towards purchasing the Adjacent ½ Lot. Accordingly, it is financially unfeasible for the Applicant to relocate the Accessory Structure.

The conditions present on the Subject Property were not caused by the Applicant. As depicted in Exhibit A, the Accessory Structure has been present on the Subject Property well before the Applicant purchased it in 2010. However, because the Accessory Structure was never permitted, without the proposed variance the Applicant will be forced to demolish the structure.

The Applicant has gone to great lengths to demonstrate good and sufficient cause by doing everything she possibly could do to ensure that she is requesting the absolute bare minimum variance that is necessary in order to maintain this structure that has been there since 1960's.

2. Failure to grant the variance would result in exceptional hardship to the applicant:

RESPONSE:

Failure to grant the variance would result in an exceptional hardship to the Applicant. Complete compliance with the current regulations is not financially or physically feasible. As stated above, if the proposed variance is not granted then the Accessory Structure must be demolished or relocated. The estimated relocation cost is over \$135,000 and is beyond any type of financial feasibility. It is too great a cost for the Applicant to bear. Further, the Applicant did not create the issue that is the subject of this variance request; thus, the Applicant will be exceptionally harmed if she is required to demolish the Accessory Structure that was in place when she purchased the Subject Property. The Applicant also went to great lengths and expense to address the side setback which is now no longer an issue. It would be an exceptional hardship to relocate the Accessory Structure as it is not only financially prohibited, but if the structure could be relocated, it would require the majority of the trees to be removed on the newly purchased Adjacent ½ Lot which is currently wooded. The hardship of relocation or demolition are both exceptional given that the Accessory Structure has been located on the Subject Property for half a century.

- 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:**

RESPONSE:

The granting of 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. The granting of the variance will reduce the setback for an already existing Accessory Structure by 4.8 inches, and will benefit the public welfare by allowing Applicant to obtain after the fact permits to ensure that the Accessory Structure is compliant with the code.

- 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:**

RESPONSE:

The Subject Property is unique in that the Accessory Structure has been present on the Subject Property for over half of a century, but was unfortunately not erected with the benefit of a building permit. Thus, the Accessory Structure must meet the current code requirements. Additionally, the improvements on the Subject Property are such that moving the Accessory Structure to comply with the rear setback requirement is not financially feasible.

- 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:**

RESPONSE:

There are no special privileges that will be conferred by the granting of the proposed variance. Applicant is unaware as to whether any other similarly situated properties were denied such a request. However, given that the requested variance is for only 4.8 inches which is the minimum required to maintain compliance, it is unlikely that the granting of this request will confer a special privilege on Applicant.

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

RESPONSE:

As stated above, the purpose of the variance request is to cure a setback issue that has spanned for half of a century and that was present prior to Applicant's purchase of the Subject Property. Accordingly, the requested variance is not based on any disabilities, handicaps or health of the Applicant or members of her family.

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

RESPONSE:

As stated above, the purpose of the variance request is to cure a setback issue that has spanned for half of a century and was present prior to the applicant purchasing the Subject Property. Accordingly, the requested variance is not based on the domestic difficulties of the applicant or her family.

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

RESPONSE:

The requested variance, a reduction of the rear setback by **4.8 inches**, is the minimum necessary to provide relief to the Applicant as it is the minimum necessary to allow the Accessory Structure to comply with Section 131-3(e)(1). It cannot be emphasized enough the lengths to which the Applicant has gone through to reduce what would be needed to provide relief to the Applicant. Every avenue was pursued, the Applicant purchased the Adjacent ½ Lot, the Applicant sought out an estimate for relocation, the Applicant worked with the surveyor and contractor to determine if there were overhangs to be removed. Ultimately, the Applicant has reached the point where no more can be done, and at this point the Applicant is requesting the

current variance request for a reduction of the rear setback by **4.8 inches**. The Applicant is confident that there is no other alternative available and that the current request is the absolute bare minimum required to provide the relief that is sought.

CONCLUSION

The Applicant did not create the issue for which this variance is now being requested. When the Applicant purchased the Subject Property it came with the Accessory Structure which was not compliant with the setback requirements. Since purchasing the Subject Property the Applicant has demonstrated good and sufficient cause for granting this variance as reflected from her purchase of the Adjacent ½ Lot which resolved the side setback along with exhausting all possibilities with respect to a resolution of the rear setback. However, at this point the Applicant has no other option then to request the current variance. The amount requested is the bare minimum necessary and 4.8 inches is a de minimis amount to be requested. The Applicant would be greatly harmed if the variance is not granted and she is required to demolish the Accessory Structure. For the foregoing reasons, the Applicant respectfully requests that her application be granted.



AMERICAN LAND TITLE ASSOCIATION

COMMITMENT FOR TITLE INSURANCE

ISSUED BY OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

NOTICE

IMPORTANT-READ CAREFULLY: THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACTIONAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

COMMITMENT TO ISSUE POLICY

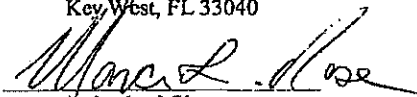
Subject to the Notice; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and the Commitment Conditions, Old Republic National Title Insurance Company, a Florida Corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured.

If all of the Schedule B, Part I-Requirements have not been met within 6 months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

This page is only a part of a 2016 ALTA Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; and Schedule B, Part II-Exceptions.

Issued through the Office of

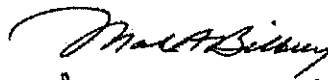
MARCI L. ROSE - 19798
810 THOMAS STREET
Key West, FL 33040

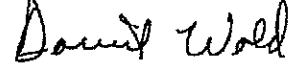


Authorized Signatory
MARCI L. ROSE
Attorney at Law



OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY
A Stock Company
400 Second Avenue South, Minneapolis, Minnesota 55401
(612) 371-1111

By  President

Attest  Secretary

Old Republic National Title Insurance Company

AMERICAN LAND TITLE ASSOCIATION COMMITMENT

Schedule A

Transaction Identification Data for reference only:

Commitment Number: 19-004	Revision Number: None	Issuing Office File Number: 19-004	Issuing Office: 19798
Property Address: , FL	Loan ID Number: None	ALTA Universal ID: None	Issuing Agent: MARCI L. ROSE

1. Commitment Date: January 23, 2019 @ 11:00 PM
2. Policy to be issued: Proposed Policy Amount:

OWNER'S: ALTA Owner's Policy (6/17/06) (With Florida Modifications) \$16,500.00

Proposed Insured: Karla Gleason, A Single Woman

MORTGAGEE: ALTA Loan Policy (6/17/06) (With Florida Modifications) \$

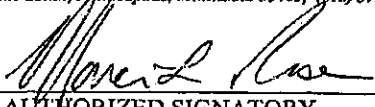
Proposed Insured:
3. The estate or interest in the Land described or referred to in this Commitment is Fee Simple. (Identify estate covered, i.e., fee, leasehold, etc.)
4. Title to the estate or interest in the Land is at the Commitment Date vested in:

TARPON IV, LLC, A DELAWARE LIMITED LIABILITY COMPANY
5. The Land is described as follows:

The West one-half (1/2) of Lot 6, Square 15, Johnsonville, Big Coppitt, according to the map or Plat thereof as recorded in Plat Book 1, Page 53, Public Records of Monroe County, Florida.

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

400 Second Avenue South, Minneapolis, Minnesota 55401, (612) 371-1111


AUTHORIZED SIGNATORY

MARCI L. ROSE
Attorney at Law

This page is only a part of a 2016 ALTA Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; and Schedule B, Part II - Exceptions.

Old Republic National Title Insurance Company

AMERICAN LAND TITLE ASSOCIATION COMMITMENT Schedule B-I

Issuing Office File Number: 19-004

Requirements

All of the following requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
 - A. 4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
 - B. A. MODIFIED: Deed from IDGAS Properties, LLC, a Florida limited liability company to the proposed insured purchaser(s).
 - C.
5. (1) Confirm those identified in the clerk's notice of tax deed application include all of the following pre-tax deed interest holder(s): Eligo Blanco by virtue of Tax Deed, recorded in O.R. Book 2496, Page 2230; (2) Determine that the former owner is not protected by the Servicemembers Civil Relief Act; (3) Determine that for the immediately preceding four years: (a) real estate taxes have been paid by or for the benefit of tax deed grantee or successors, and (b) no other claim exists against the land; and (4) obtain an affidavit from a knowledgeable person that: (a) neither the prior legal owner nor any claimant under said owner continued in actual possession one year after issuance of the tax deed and before an ejectment action was filed, or (b) the tax deed grantee has been in actual possession of the property in excess of four years. If the foregoing cannot be achieved, then successfully quiet title to eliminate the interests of all those identified in 197.502(4), F.S. and any party with an adverse claim. Further requirements may be necessary upon review of all pleadings and running of applicable appeals period.
6. Proof of redemption of Tax Sale Certificate No. 559 for taxes for the year 2017 must be furnished.
7. Proof of payment of taxes for the year 2018 must be furnished
8. Satisfactory evidence must be furnished establishing that Tarpon IV, LLC, a Delaware limited liability company is duly organized, validly existing, and in good standing under the laws of Delaware (at date of acquisition of the interest or lien on the insured property and at the present time, or at date of purchase and at date of sale). If there is no governmental agency in charge of business entity records from which a certificate of good standing can be obtained, then an attorney or notary public in the state or country of origin, who has examined the appropriate business entity records, can provide the certificate.
9. For foreign limited liability companies: (1) confirm the proper persons to execute a deed, mortgage, or other instruments to be insured on behalf of a limited liability company by the laws of the jurisdiction of formation of the company. This may require a legal opinion from an attorney licensed to practice law in the jurisdiction of formation of the foreign limited liability company. (2) Determine that the LLC is not a debtor in bankruptcy, and for an LLC that is one of a family of entities, determine that none are debtors in bankruptcy and, if any are, Fund Under writing Counsel must approve the transaction before title is insured. (3) For a sole member LLC, a determination must be made that there are no creditors who have acquired or attempted to acquire control of the LLC by execution of the Member's interest or otherwise.

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Old Republic National Title Insurance Company
AMERICAN LAND TITLE ASSOCIATION
COMMITMENT
Schedule B-I (Continued)

Issuing Office File Number: 19-004

10. Affidavit to be executed by Tarpon IV, LLC, a Delaware limited liability company stating: 1) There are no matters pending against the affiant that could give rise to a lien that would attach to the property between 1/23/2019 and the recording of the interest to be insured. 2) That the affiant(s) have not and will not execute any instruments that would adversely affect the interest to be insured.
11. Closing funds are to be disbursed by or at the direction of the Title Agent identified at bottom of Schedule A.
12. Title Agent is to record the insured instruments as soon as possible after closing.
13. Affidavit from the owner of the subject property, or some other person having actual knowledge, establishing that no person other than the owner is in possession.
14. Affidavit from a reliable person must be furnished establishing that more than 90 days has elapsed since the completion of all improvements for which payment has not been made in full.
15. A survey meeting the Company's requirements and an affidavit of the owner, or other person with actual knowledge, establishing that there are no unrecorded easements or claims of easements in existence, must be furnished. If the survey reveals any encroachments, encumbrances, violations, variations, or adverse circumstances, including but not limited to easements, they will appear as exceptions in the policy to be issued based upon this commitment.
16. A search commencing with the effective date of this commitment must be performed at or shortly prior to the closing of this transaction. If this search reveals a title defect or other objectionable matters, an endorsement will be issued requiring that this defect or objection be cleared on or before closing.
17. FOR INFORMATIONAL PURPOSES ONLY: Agent must comply with Rule 69O-186.003 (1) (a) 2 which prohibits issuance of an Owner's policy with coverage less than "full insurable value" of the property.
18. ADDED: Record a Deed from Tarpon IV, LLC, a Delaware limited liability company to IDGAS Properties, LLC, a Florida limited liability company. THIS must be recorded first.
19. ADDED: Satisfactory evidence must be furnished establishing that IDGAS Properties, LLC, a Florida limited liability company is duly organized, validly existing, and in good standing under the laws of Florida (at date of acquisition of the interest or lien on the insured property and at the present time, or at date of purchase and at date of sale).
20. Confirm the authority of the person designated to bind the LLC by at least one of the following means of authority: (1) A duly appointed manager of a manager managed LLC; (2) A member of a member managed LLC, who has been confirmed not to be a debtor in bankruptcy, dissociated, nor wrongfully caused dissolution of the company; (3) A Statement of Authority; or (4) Power of Attorney, Resolution, or other delegation of authority, with confirmation that the authority has been legally delegated. If there is knowledge that the authority as confirmed conflicts with the Operating Agreement or the information published by the Florida Department of State on sunbiz.org, then all of the members of the LLC, or a majority of the members-in-interest if the number of the members is substantial, must execute an affidavit consenting to the transaction.
21. Determine that the LLC is not a debtor in bankruptcy, and where an LLC is one of a family of entities, determine that none are debtors in bankruptcy and if any are, Fund Underwriting Counsel must approve the transaction before title is insured. For a sole member LLC, a determination must be made that there are no creditors who have acquired or attempted to acquire control of the LLC by execution of the Member's interest or otherwise.

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Old Republic National Title Insurance Company

AMERICAN LAND TITLE ASSOCIATION COMMITMENT Schedule B-II

Issuing Office File Number: 19-004

Exceptions

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the Public Records or attaching subsequent to the Commitment Date hereof but prior to the date the Proposed Insured acquires for value of record the estate or interest or Mortgage thereon covered by this Commitment.
2.
 - a. General or special taxes and assessments required to be paid in the year 2019 and subsequent years.
 - b. Rights or claims of parties in possession not recorded in the Public Records.
 - c. Any encroachment, encumbrance, violation, variation or adverse circumstance that would be disclosed by an inspection or an accurate and complete land survey of the Land and inspection of the Land.
 - d. Easements or claims of easements not recorded in the Public Records.
 - e. Any lien, or right to a lien, for services, labor or material furnished, imposed by law and not recorded in the Public Records.
3. Any Owner's Policy issued pursuant hereto will contain under Schedule B the following exception: *Any adverse ownership claim by the State of Florida by right of sovereignty to any portion of the Land insured hereunder, including submerged, filled and artificially exposed lands, and lands accreted to such lands.*

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Commitment Conditions

I. DEFINITIONS

- (a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
- (b) "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- (c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
- (d) "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- (e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- (f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
- (g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
- (h) "Title": The estate or interest described in Schedule A.

2. If all of the Schedule B, Part I-Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.

3. The Company's liability and obligation is limited by and this Commitment is not valid without:

- (a) the Notice;
- (b) the Commitment to Issue Policy;
- (c) the Commitment Conditions;
- (d) Schedule A;
- (e) Schedule B, Part I-Requirements;
- (f) Schedule B, Part II-Exceptions; and
- (g) a counter-signature by the Company or its issuing agent that may be in electronic form.

4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company shall not be liable for any other amendment to this Commitment.

5. LIMITATIONS OF LIABILITY

- (a) The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
 - (i) comply with the Schedule B, Part I-Requirements;
 - (ii) eliminate, with the Company's written consent, any Schedule B, Part II-Exceptions; or
 - (iii) acquire the Title or create the Mortgage covered by this Commitment.

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- (b) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had knowledge of the matter and did not notify the Company about it in writing.
- (c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- (d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
- (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.
- (f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I-Requirements have been met to the satisfaction of the Company.
- (g) In any event, the Company's liability is limited by the terms and provisions of the Policy.

6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT

- (a) Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- (b) Any claim must be based in contract and must be restricted solely to the terms and provisions of this Commitment.
- (c) Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- (d) The deletion or modification of any Schedule B, Part II-Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- (e) Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
- (f) When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

7. IF THIS COMMITMENT HAS BEEN ISSUED BY AN ISSUING AGENT

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for the purpose of providing closing or settlement services.

8. PRO-FORMA POLICY

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

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JOSEPH F. CAFFREY CONSTRUCTION INC.

4/11/19

17367 Allamanda Dr

Sugarloaf Key Fl. 33042 CBC040651 305-304-2847

Proposal for Karla Gleason 321 Avenue E Big Coppitt Key Fl

Scope of work: We propose to move existing structure twelve feet toward Ave E so as to increase rear setback of structure, we also propose to elevate structure as necessary to comply with flood codes.

The price includes an allowance of \$20,000.00 for architectural and engineering costs, and permitting fees.

Price \$135,600.00

A payment schedule will be provided upon acceptance

Joseph Caffrey

A handwritten signature in black ink, appearing to read 'Joseph Caffrey', written over a horizontal line.

accepted

Karla Gleason

C

Prepared By and Return To:
Chicago Title of the Florida Keys, Inc.
801 Eisenhower Drive
Key West, Florida 33040

05/26/2010 12:37PM
DEED JOC STAMP CL: TRINA \$1,050.00

File No. 1498-411080072

#150661

Property Appraiser's Parcel I.D. (folio) Number(s)
00152880-000000

Doc# 1791210
Bk# 2467 Pg# 1339

WARRANTY DEED

May 3rd
THIS WARRANTY DEED dated *June 4*, 2010, by Marcelino Ruiz, an unmarried widow, hereinafter called the grantor, to Karla Gleason, *a single* woman, whose post office address is *5307 Morris Neck Rd. Cambridge MD 21613*, hereinafter called the grantee:

(Wherever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations)

WITNESSETH: That the grantor, for and in consideration of the sum of \$10.00 and other valuable consideration, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys, and confirms unto the grantee, all the certain land situated in Monroe County, Florida, to wit:

Lot Five (5) and the Easterly One-half (1/2) of Lot Six (6) in Block Fifteen (15), JOHNSONVILLE, Big Coppitt, as per Plat duly recorded in Plat Book 1, Page 53 of the Public Records of Monroe County, Florida.

Subject to easements, restrictions, reservations and limitations of record, if any.

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

TO HAVE AND TO HOLD the same in Fee Simple forever.

AND the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to December 31, 2009.

IN WITNESS WHEREOF, the said grantor has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in the presence of:

Kathleen P. Hancock Patick
(Witness Signature)

KATHLEEN P. HANCOCK PATICK
(Print Name of Witness)

Tom Sharpe
(Witness Signature)

Tom Sharpe
(Print Name of Witness)

Marcelino Ruiz *Box*
Marta Ruiz D'Ortenzio, Attorney-in-fact
Marcelino Ruiz by Marta Ruiz D'Ortenzio as his Attorney-in-fact

Address:
321 Avenue E
Big Coppitt key, FL 33040

State of Florida
County of *MONROE*

The foregoing instrument was acknowledged before me this *3* day of May, 2010 by Marcelino Ruiz by Marta Ruiz D'Ortenzio as his Attorney-in-fact (☐) who is personally known to me or (☒) who has produced *2* as identification.

Tom Sharpe
Printed Name:
Notary Public
My commission expires:



Prepared by
Amanda H. Bender, Esq.
Eric P. Stein, P.A.
1820 Northeast 163rd Street, Suite 100
North Miami Beach, FL 33162
786-248-1000

Return to
Marc L. Rose, Esq.
Attorney at Law
801 Thomas Street
Key West, FL 33040
Folio ID Number 1198404

Doc# 2212394 03/26/2019 2 29PM
Filed & Recorded in Official Records of
MONROE COUNTY KEVIN MADOK

03/26/2019 2 29PM
DEED DOC STAMP CL Brit \$115.50

Doc# 2212394
Bk# 2955 Pg# 648

[Space Above This Line For Recording Data]

Quit Claim Deed

This Quit Claim Deed made this 22 day of March, 2019 between JDGAS Properties, LLC, a Florida limited liability company, whose post office address is 100 S. Biscayne Blvd., Suite 900, Miami, FL 33131, (the 'grantor'), and Karla H. Gleason, whose post office address is 321 Avenue E, Key West, FL 33040 (the 'grantee')

(Whenever used herein the terms 'grantor' and 'grantee' include all the parties to this instrument and the heirs, legal representatives and assigns of individuals and the successors and assigns of corporations, trusts and trustees)

Witnesseth that said grantor, for and in consideration of the sum TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, does hereby remise, release, and quitclaim to the said grantee, and grantee's heirs and assigns forever, all the right, title, interest, claim and demand which grantor has in and to the following described land, situate, lying and being in Monroe County, Florida to-wit:

The West one-half (1/2) of Lot 6, Square 15, Johnsonville, Big Coppett, according to the map or plat thereof as recorded in Plat Book 1, Page 53, Public Records of Monroe County, Florida

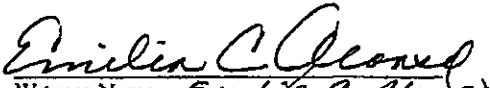
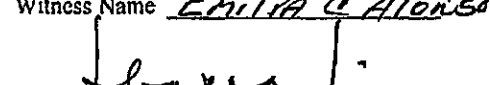
"The preparer of this instrument has not been furnished with nor requested to review an abstract of title and therefore expresses no opinion as to condition of title

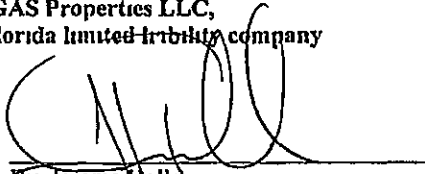
To Have and to Hold, the same together with all and singular the appurtenances thereto belonging or in anywise appertaining and all the estate, right, title, interest, lien, equity and claim whatsoever of grantor, either in law or equity for the use, benefit and profit of the said grantee forever

[Intentionally left blank—signature and notary page to follow]

In Witness Whereof grantor has hereunto set grantor's hand and seal the day and year first above written
Signed sealed and delivered in our presence

IDGAS Properties LLC,
a Florida limited liability company

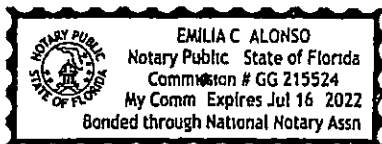

Witness Name EMILIA C ALONSO

Witness Name STEVEN ABASCAL


By Jerome Hollo
Its Manager

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me this 22nd day of March, 2019 by Jerome Hollo, as manager of IDGAS Properties LLC, a Florida limited liability company, who is ☒ personally known to me or [] has produced _____ as identification and who did take an oath

My Commission Expires




NOTARY PUBLIC STATE OF FLORIDA

MONROE COUNTY
OFFICIAL RECORDS



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 00152880-000000
 Account# 1198391
 Property ID 1198391
 Millage Group 100B
 Location Address 321 AVENUE E, BIG COPPITT KEY
 Legal Description LT 5 AND E 1/2 LT 6 SQR 15 JOHNSONVILLE PB-1-53 BIG COPPITT Z-342 OR510-889 OR792-1140 OR2467-1339
 (Note: Not to be used on legal documents.)
 Neighborhood 243
 Property Class MULTI FAMILY LESS THAN 10 UNITS (0800)
 Subdivision JOHNSONVILLE SUBD
 Sec/Twp/Rng 22/67/26
 Affordable No
 Housing



Owner

GLEASON KARLA
 321 Avenue E
 Key West FL 33040

Valuation

	2018	2017	2016	2015
+ Market Improvement Value	\$200,947	\$206,235	\$114,258	\$119,477
+ Market Misc Value	\$21,233	\$21,877	\$3,261	\$2,839
+ Market Land Value	\$159,679	\$155,324	\$147,022	\$144,111
= Just Market Value	\$381,859	\$383,436	\$264,541	\$266,427
= Total Assessed Value	\$252,704	\$242,433	\$232,325	\$231,529
- School Exempt Value	(\$25,000)	(\$25,000)	(\$25,000)	(\$25,000)
= School Taxable Value	\$239,589	\$236,222	\$207,325	\$206,530

Land

Land Use	Number of Units	Unit Type	Frontage	Depth
MULTI RES DRY (080D)	7,350.00	Square Foot	73.5	100

Buildings

Building ID	9549	Exterior Walls	C.B.S. with 3% WD FRAME
Style	GROUND LEVEL	Year Built	1966
Building Type	M.F. - R2 / R2	EffectiveYearBuilt	2000
Gross Sq Ft	2368	Foundation	CONCRETE SLAB
Finished Sq Ft	1584	Roof Type	GABLE/HIP
Stories	1 Floor	Roof Coverage	METAL
Condition	AVERAGE	Flooring Type	CONC ABOVE GRD
Perimeter	180	Heating Type	NONE with 0% NONE
Functional Obs	0	Bedrooms	2
Economic Obs	0	Full Bathrooms	2
Depreciation %	26	Half Bathrooms	0
Interior Walls	PLYWOOD PANEL	Grade	500
		Number of Fire Pl	0

Code	Description	Sketch Area	Finished Area	Perimeter
FLA	FLOOR LIV AREA	1,584	1,584	180
OPU	OP PR UNFIN LL	744	0	276
SBF	UTIL FIN BLK	40	0	26
TOTAL		2,368	1,584	482

Yard Items

Description	Year Built	Roll Year	Quantity	Units	Grade
WALL AIR COND.	1988	1989	1	4 UT	2
CARPORT	1965	1966	1	312 SF	1
CONC PATIO	1965	1966	1	264 SF	2
FENCES	2016	2017	1	1400 SF	5

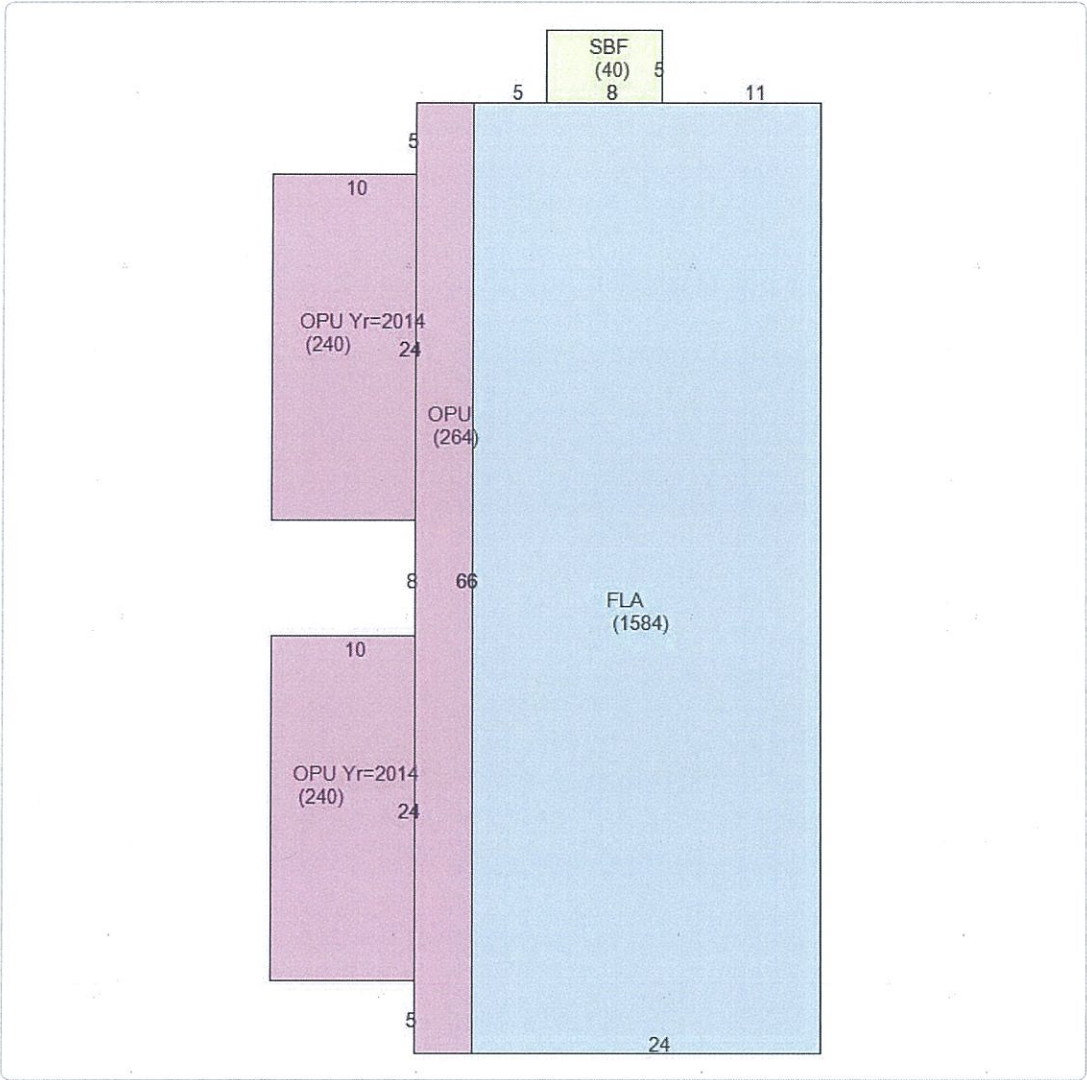
Sales

Sale Date	Sale Price	Instrument	Instrument Number	Deed Book	Deed Page
5/3/2010	\$150,000	Warranty Deed		2467	1339
10/1/1978	\$30,000	Conversion Code		792	1140

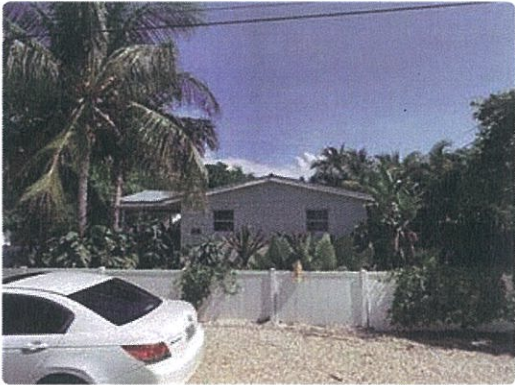
Permits

Number	Date Issued	Date Completed	Amount	Permit Type
14103369	8/22/2014	2/8/2015	\$3,000	Residential
11104569	10/31/2011	3/8/2012	\$16,000	Residential
10103878	6/29/2010	10/8/2010	\$2,500	Residential

Sketches (click to enlarge)



Photos



Map



TRIM Notice

Trim Notice

2018 Notices Only

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

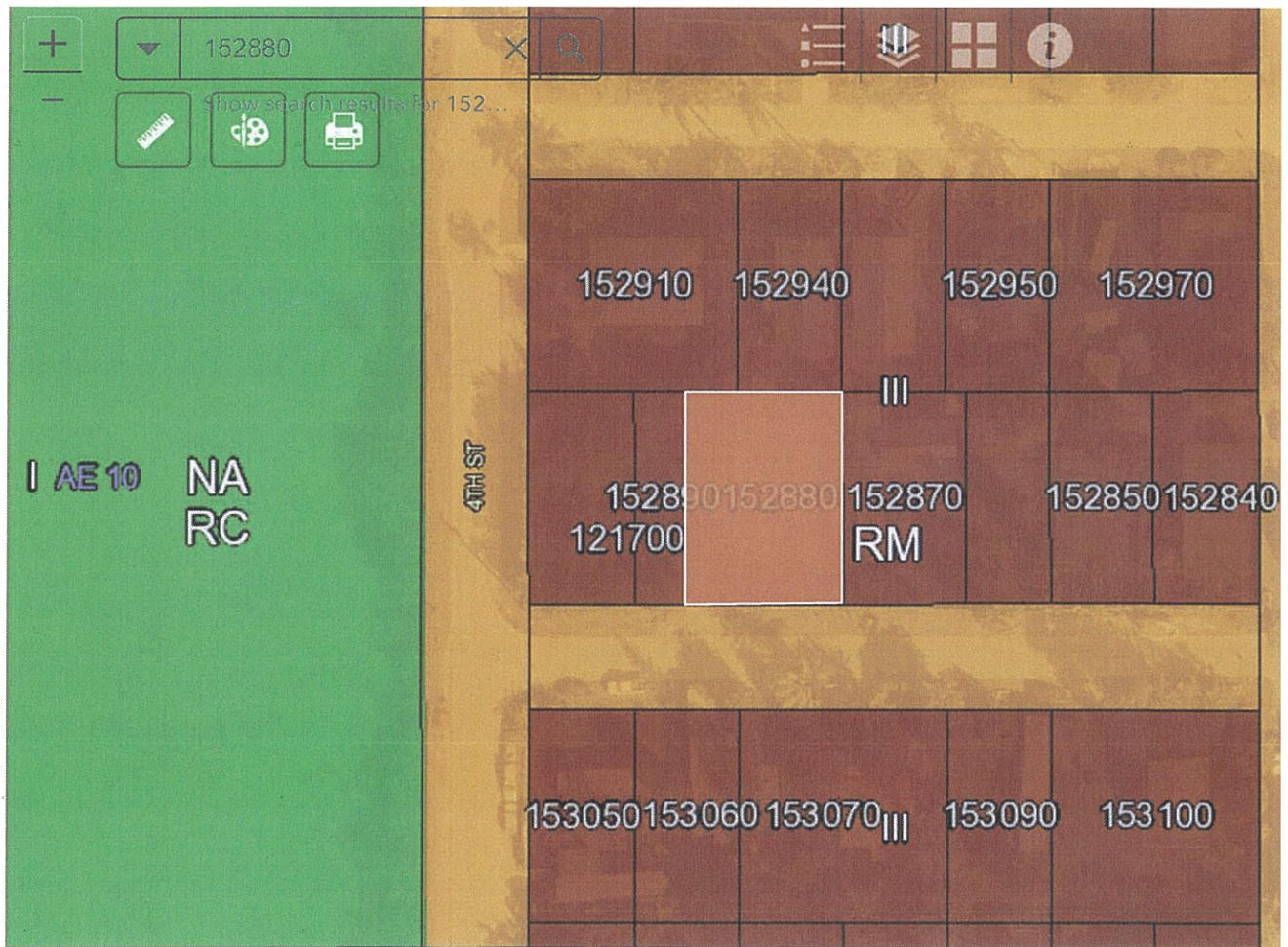
The Monroe County Property Appraiser's office maintains data on property within the County solely for the purpose of fulfilling its responsibility to secure a just valuation for ad valorem tax purposes of all property within the County. The Monroe County Property Appraiser's office cannot guarantee its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

Last Data Upload: 12/20/2018, 1:48:28 AM

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 Schneider
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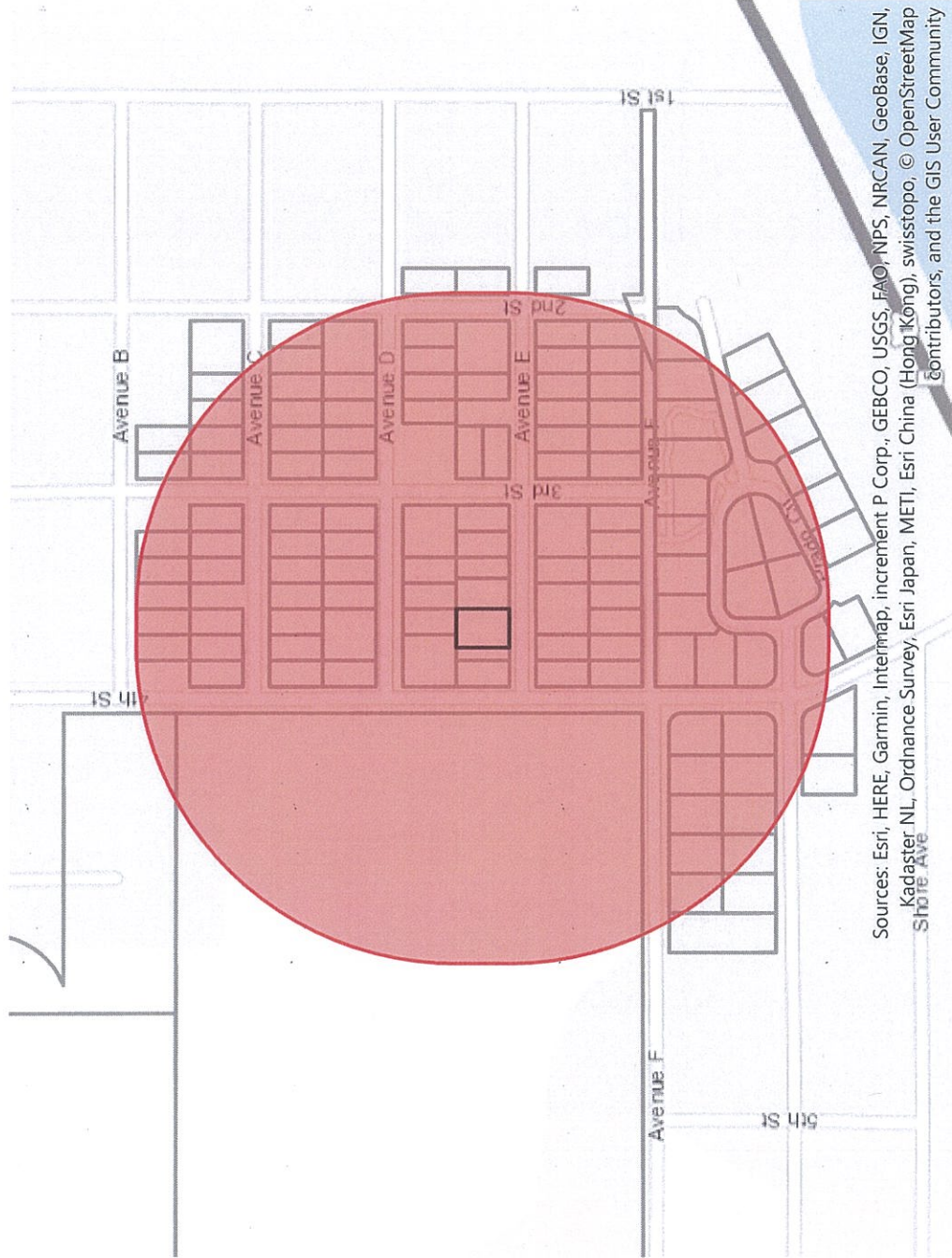


Planning & Environmental Resources (Public Map App)



100ft

-81.662 24.597 Degrees



Sources: Esri, HERE, Garmin, Intermap, increment P Corp., GEBCO, USGS, FAO, NPS, NRCAN, GeoBase, IGN, Kadaster NL, Ordnance Survey, Esri Japan, METI, Esri China (Hong Kong), swisstopo, © OpenStreetMap contributors, and the GIS User Community

SPON LIST
321 Avenue E, Key West, FL

Parcel ID	Name	Address 1	City	State	Zip
00152120-000000	301 AVENUE C LLC	3720 N Roosevelt Blvd	Key West	FL	33040
00152220-000000	317 AVENUE D LLC	1315 20th St	Key West	FL	33040
00150010-000000	ALDRICH JEFFREY L & GLADYS M REV TRUST 12/29/2015	7101 114TH AVE	Fennville	MI	49408
00152760-000000	ANSON JUDITH J	401 Avenue E	Key West	FL	33040
00152330-000000	BALBUENA ERIC A	370 Avenue C	Key West	FL	33040
00149600-000000	BALBUS MARTHA ISABEL TR 1/13/2003	724 PRADO CIR	Key West	FL	33040
00149710-000000	BERGER NICOLE	118 4th St	Key West	FL	33040
00153060-000000	BILLINGS WILLIAM C	2220 SW 36th Ave	Ft Lauderdale	FL	33312
00152900-000000	BLANCO ELIGIO C/O COHEN JOEL S	819 NARRAGANSETT LN	Key Largo	FL	33037
00152750-000000	BRAUCH STEVEN	408 River Bank Ln	Granbury	TX	76049
00152410-000000	BUSLOFF LARRIE	410 Avenue C	Key West	FL	33040
00153180-000100	CAFFREY JOSEPH AND WENDELIN	17367 ALLAMANDA DR	Summerland Key	FL	33042
00152840-000000	CAIZADILLA ANTHONY A	361 Avenue	Key West	FL	33040
00152230-000000	CAMEJO HERMINIO	313 Avenue D	Key West	FL	33040
00151960-000000	CAMPBELL JUSTIN K	421 AVENUE C	Key West	FL	33040
00153140-000000	CHAMBLISS TIMOTHY L	461 Avenue F	Key West	FL	33040
00149850-000000	COLE JOHN T	290 Avenue F	Key West	FL	33040
00152180-000000	CURRY RICHARD G	630 Caroline St	Key West	FL	33040
00149790-000000	DAIDA SEAN K	726 PRADO CIR	Key West	FL	33040
00153010-000000	DELGADO 2309 LLC	PO Box 787	Key West	FL	33041
00149860-000000	DHAITI ROSELINE	280 Avenue F	Key West	FL	33040
00152210-000000	DISGDIERTT DANIEL	321 Avenue D	Key West	FL	33040
00150040-000000	DUNCAN EDWARD D AND BETSY D	7751 NE 173RD TER	Williston	FL	32696
00151980-000000	FULLER WILLIAM E	411 Avenue C	Key West	FL	33040
00152090-000000	GASCHE JAMES H	351 Avenue C	Key West	FL	33040
00152410-000100	GLEASON KARLA	321 Avenue F	Key West	FL	33040
00152870-000000	GLENN JOSEPH TRUST 10/9/2013	PO Box 4333	Key West	FL	33041
00149760-000000	GOULD DANIELLE D	722 Prado Cir	Key West	FL	33040
00150060-000000	HOUEZ WILLIAM C	216 AVENUE G	Key West	FL	33040
00152800-000000	KELLY MICHAEL T	420 Avenue D	Key West	FL	33040
00152370-000000	KEYW KIWI CORP	1331 Duncan St	Key West	FL	33040
00152810-000000	KNIGHT CHAD	430 Avenue D	Key West	FL	33040
00153210-000000	KUCHINSKY ROBERT A	430 Avenue	Key West	FL	33040
00149690-000000	LABRADA MICHAEL P	750 Prado Cir	Key West	FL	33040
00152470-000000	LAMBERSON JOSEPH F	422 Avenue C	Key West	FL	33040
00153020-000000	LARSON DARLENE C REVOCABLE TRUST 11/20/2013	321 Avenue F	Key West	FL	33040
00150000-000000	LAUTERBACH ARTHUR	211 Avenue G	Key West	FL	33040
00152430-000000	LEAL LUIS	430 Avenue C	Key West	FL	33040
00152860-000000	LEMMON RUSSELL A	341 Avenue E	Key West	FL	33040
00153160-000000	LINARES VICTOR	421 Avenue F	Key West	FL	33040
00152060-000000	LOWE BENJAMIN EUGENE	3528 Eagle Ave	Key West	FL	33040
00152280-000000	MADDOX JOE E	310 Avenue C	Key West	FL	33040
00152360-000000	MARTIN VLADIMIR	425 Avenue D	Key West	FL	33040
00152190-000000	MARTINEZ REYNALDO	1107 Key	Key West	FL	33040
00152010-000000	MCBRIDE BRITTANY K	460 AVENUE B	Key West	FL	33040
00152200-000000	MCCARTHY KEVIN J	331 Avenue D	Key West	FL	33040
00152310-000000	MICHAUD DARRELL W	350 Avenue C	Key West	FL	33040
00121650-000000	MONROE COUNTY	1100 SIMONTON ST	Key West	FL	33040
00152140-000000	MONROE COUNTY HOUSING AUTHORITY THE	1400 Kennedy Dr	Key West	FL	33040

SPON LIST
321 Avenue E, Key West, FL

Parcel ID	Name	Address 1	City	State	Zip
00152070-000000	MORALES DANIEL	371 Avenue C	Key West	FL	33040
00153150-000000	MOREJON ELVIRA	11606 Grand Bay Blvd	Clermont	FL	34711
00149840-000000	NEW LIFE TABERNACLE OF KEY WEST FLORIDA INC	PO BOX 2813	Key West	FL	33045
00152760-000100	NOVOTNY INVESTMENTS LLC	72 TAMARIND DR	Key West	FL	33040
00149650-000000	OSTROWICKI GABRIELE REVOCABLE TRUST 10/13/16	740 Prado Cir	Key West	FL	33040
00152450-000000	PACINI THOMAS	490 Avenue C	Key West	FL	33040
00152080-000000	PARKE MATTHEW C	361 AVENUE C	Key West	FL	33040
00152110-000000	PEREZ JOSE	331 Avenue C	Key West	FL	33040
00152660-000000	PIERCE MARJORIE SHARON	2305 Staples Ave	Key West	FL	33040
00153030-000000	FLOWMAN DAWN	311 Avenue F	Key West	FL	33040
00152440-000000	POLLACK DENISE M	440 Avenue C	Key West	FL	33040
00152950-000000	POPE JOHN	361 Avenue E	Key West	FL	33040
00152380-000000	POPE JOHN F	2 Saint Mark Dr	Saint Peters	MO	63376
00151950-000000	PRICE ADAM W	451 AVENUE C	Key West	FL	33040
00153170-000000	PROANO XIMENA	300 3rd St	Key West	FL	33040
00152300-000000	RAVELO ASHLEY	330 Avenue C	Key West	FL	33040
00150030-000000	REHNBERG KEVIN	217 AVENUE G	Key West	FL	33040
00149770-000000	REYES OLIVIA	723 PRADO CIR	Key West	FL	33040
00152980-000000	ROBERT JANICKI RENTALS LLC	724 Amelia St	Key West	FL	33040
00153040-000000	ROBERTS ANTHONY DEXTER	1200 20th Ter	Key West	FL	33040
00152120-000100	RUIZ ALBERTO	300 Avenue B	Key West	FL	33040
00153230-000000	RUIZ CHRISTINA	1 W Cypress Ter	Key West	FL	33040
00153130-000000	RUIZ MANUEL	1 W Cypress Ter	Key West	FL	33040
00149740-000000	Sands Eldine Rev. Living Trust C/O Sands Tobin Suc. Trustee	369 Greencastle Dr	Jacksonville	FL	32225
00149700-000000	SELLERS ERIC P	710 Prado Cir	Key West	FL	33040
00149590-000000	SMITH CHARLES CASEY	732 Prado Cir	Key West	FL	33040
00153070-000000	SOUICY ROBERT B	320 Avenue	Key West	FL	33040
00121681-000000	SOUTHERN KEYS CEMETERY INC	258 AVENUE A	Key West	FL	33040
00152940-000000	SOZA EMILVERT	310 Avenue D	Key West	FL	33040
00121700-000000	STATE OF FLA DEPT OF TRANSPORTATION	1000 NW 111TH AVE	Miami	FL	33172
00152340-000000	STRATTON RICHARD W	445 Avenue D	Key West	FL	33040
00152890-000000	TARPON IV LLC	18305 Biscayne Blvd	Aventura	FL	33160
00121690-000000	TIITF	3900 The Capitol	Tallahassee	FL	32399
00150020-000000	TINAYA LUZ S	2 EMERALD DR	Key West	FL	33040
00151970-000000	TOMPKINS CLU E	415 AVENUE C	Key West	FL	33040
00150050-000000	TUYA OSCAR	PO BOX 722	Key West	FL	33041
00152260-000000	URBAY IVAN	720 Prado Cir	Key West	FL	33040
00152270-000000	VARELA JOSEPH BRANDON	300 Avenue C	Key West	FL	33040
00152910-000000	VICTORES CARLOS	300 Avenue D	Key West	FL	33040
00152990-000000	VICTORES DANIEL R	351 Avenue F	Key West	FL	33040
00152320-000000	WALDNER DAMIAN	360 Avenue C	Key West	FL	33040
00152790-000000	WALKER THOMAS A	101 Avenue D	Key West	FL	33040
00149670-000000	WILLIAMS LEYSHON J	210 4TH ST	Key West	FL	33040
00149900-000000	WILLIAMS LEYSHON J	270 AVENUE F	Key West	FL	33040
00152290-000000	WILLIAMS ROBERT DEWEY	18 Blue Water Dr	Key West	FL	33040
00152940-000100	WILLS KATHLEEN	1205 156th Street Ct	Tacoma	WA	98445





MAP OF BOUNDARY AND TOPOGRAPHIC SURVEY

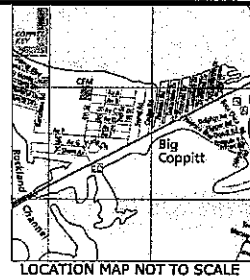
LOTS 5 AND 6, BLOCK 15
JOHNSONVILLE
PLAT BOOK 1, PAGE 53
MONROE COUNTY, FLORIDA

BEARING BASE:
EAST-WEST ALONG THE CENTERLINE OF AVENUE E ASSUMED

ALL ANGLES DEPICTED ARE 90 DEGREES UNLESS
OTHERWISE INDICATED

NORTH
ASSUMED FROM PLAT
OR LEGAL DESCRIPTION
SCALE: 1" = 20'

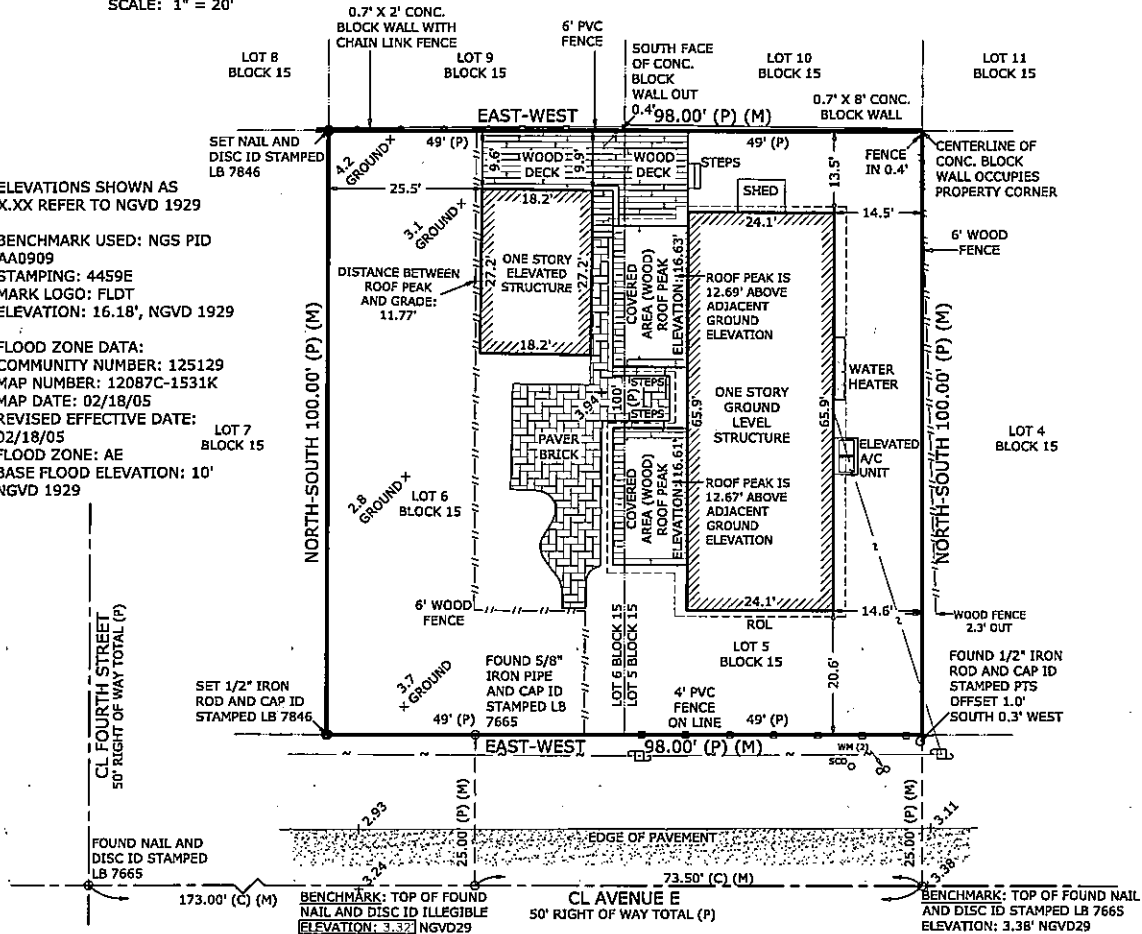
ADDRESS:
321 AVENUE E
BIG COPPITT KEY, FLORIDA 33040



ELEVATIONS SHOWN AS
X.XX REFER TO NGVD 1929

BENCHMARK USED: NGS PID
AAD909
STAMPING: 4459E
MARK LOGO: FLDT
ELEVATION: 16.18', NGVD 1929

FLOOD ZONE DATA:
COMMUNITY NUMBER: 125129
MAP NUMBER: 12087C-1531K
MAP DATE: 02/18/05
REVISED EFFECTIVE DATE:
02/18/05
FLOOD ZONE: AE
BASE FLOOD ELEVATION: 10'
NGVD 1929



LEGAL DESCRIPTION:
Lots 5 and 6, Block 15, JOHNSONVILLE, according to the Plat thereof as recorded in Plat Book 1, Page 53, of the Public Records of Monroe County, Florida.

CERTIFIED TO:
Karla Gleason
Marci . Rose, Esq.
Old Republic National Title Insurance Company

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: 01/15/19
REVISION DATE: -/-/-
SHEETS: 1 OF 1
DRAWN BY: GF
CHECKED BY: RER
INVOICE NO.: 19010406

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 53-17, 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*
ROBERT E. REECE
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA LICENSE NO. LS 3632

ABBREVIATIONS:
BFP = BACK-FLOW PREVENTER
BO = BLOW OUT
C = CALCULATED
CA = CENTRAL ANGLE
CL = CENTERLINE
CLF = CHAINLINK FENCE
D = DEED
EB = ELECTRIC BOX
EM = ELECTRIC METER
(F) = FIELD
FFE = FINISHED FLOOR ELEVATION
FH = FIRE HYDRANT
FI = FENCE INSIDE
FO = FENCE OUTSIDE
FOL = FENCE ON LINE
GI = GRATE INLET
GL = GROUND LEVEL
GW = GUY WIRE
L = ARC LENGTH
LE = LOWER ENCLOSURE
LP = LIGHT POLE
LS = LANDSCAPING
M = MEASURED
MHWL = MEAN HIGH WATER LINE
NAVD = NORTH AMERICAN VERTICAL DATUM 1988
NGS = NATIONAL GEODETIC SURVEY
NGVD = NATIONAL GEODETIC VERTICAL DATUM (1929)
OHW = OVERHEAD WIRES
P = PLAT
PID = PERMANENT IDENTIFIER
POB = POINT OF BEGINNING
POC = POINT OF COMMENCEMENT
R = RADIUS
ROL = ROOF OVERHANG LINE
SCO = SANITARY CLEAN-OUT
SMH = SANITARY MANHOLE
SV = SEWER VALVE
TOB = TOP OF BANK
TOS = TOE OF SLOPE
UPC = UTILITY POLE CONCRETE
UPM = UTILITY POLE METAL
UPW = UTILITY POLE WOOD
WDF = WOOD FENCE
WM = WATER METER
WV = WATER VALVE
LINES NOT TO SCALE
PLATTED LOT LINES
PLASTIC FENCE
WOOD FENCE
CHAIN LINK FENCE
OVERHEAD WIRES
UTILITY POLE WOOD
UTILITY POLE CONC.

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

MAP OF BOUNDARY AND TOPOGRAPHIC SURVEY

LOTS 5 AND 6, BLOCK 15
JOHNSONVILLE
PLAT BOOK 1, PAGE 53
MONROE COUNTY, FLORIDA

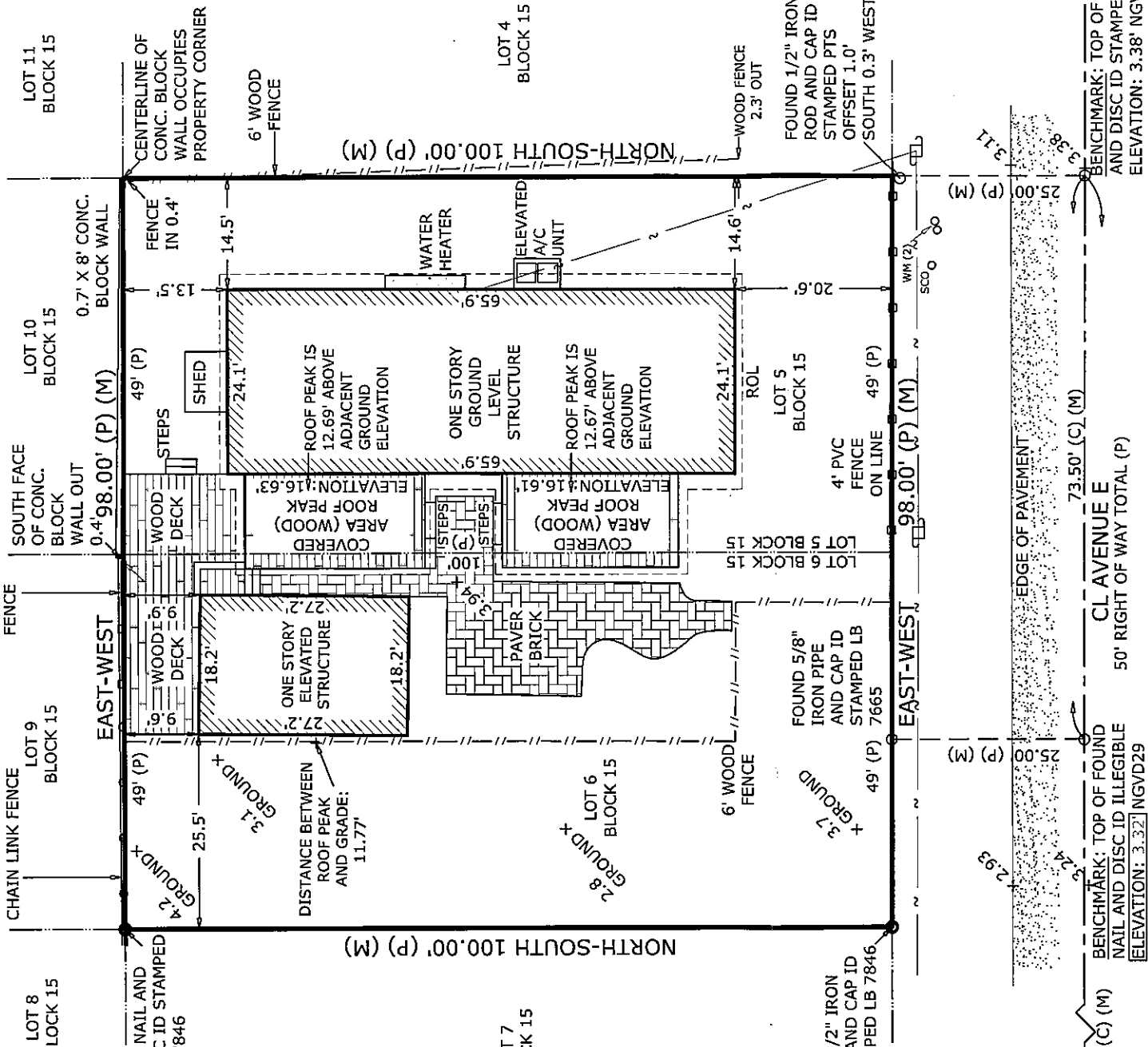
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SCALE: 1" = 20'
FIELD WORK 01/15/19
DATE:
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SHEETS: 1 OF 1
DRAWN BY: GF
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SIGNED
ROBERT E. REECE
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA LICENSE NO. LS 5632

NOT VALID WITHOUT THE
SIGNATURE AND THE
ORIGINAL RAISED
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REECE & ASSOCIATES
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OFFICE (305) 872 - 1348
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- ABBREVIATIONS:
- | | | | |
|------|----------------------------|------|---|
| BFP | = BACK-FLOW PREVENTER | NAVD | = NORTH AMERICAN VERTICAL DATUM 1988 |
| BO | = BLOW OUT | NGS | = NATIONAL GEODETIC SURVEY |
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- UTILITY POLE WOOD
UTILITY POLE CONC.