



# Historic Architectural Review Commission

## Staff Report for Item 5

To: Chairman Bryan Green and Historic Architectural Review Commission Members

From: Kathleen McDonald, MHP  
Historic Preservation Planner II

Meeting Date: October 23, 2019

Applicant: Scott Saunders / Fury

Application Number: H2019-0042

Address: #313 Duval Street

### Description of Work:

Small mobile ticket sales cart to be on Hard Rock property per lease.

### Site Facts:

The site under review is located in the front of the steps up to the patio of the Hard Rock Café on Duval Street. The ornate main structure, which is now home to the Hard Rock Café, was originally built circa 1890 by millionaire William Curry as a residence for his son, Robert. The Queen Anne-style structure has served both residential and commercial purposes throughout the years, and for a period in the mid-century, it served as the location of Key West's Elk's Club.

The entryway and adjoining wall where the cart is being proposed are not historic to the main structure.

### Guidelines Cited on Review:

- Guidelines for ATMs, Displays, Carts, Information Booths, Kiosks and Vending Machines (page 47), specifically guidelines 4 and 9.
- Historic Architecture Design Principles: The Review Process and the Historic Architecture Guidelines (page 59).

### Staff Analysis:

A Certificate of Appropriateness is under review for a small ticket sales cart to be located at the front of the main entrance steps of the Hard Rock Cafe. The dimensions of the cart will be 3 feet high by 3 feet 9 inches wide by approximately 1 foot deep. The cart will feature a sign for Fury, which is proposed to be 3 feet 11 inches by 1 foot 2 inches, or 4.57 square feet. The cart will be located 5 feet setback from the property line and will be operated by Fury.

### Consistency with Cited Guidelines:

It is staff's opinion that the proposed cart will detract from the historic streetscape. The vending cart sits between the front façade of a historic Queen Anne structure and the public sidewalk. This placement would begin to create a cluttered appearance that would be detrimental to the historic district. As stated on page 47, paragraph 2 of the Historic Architectural Guidelines, "The permanent or temporary placement of freestanding carts in historic districts is discouraged by HARC as being detrimental to the integrity of historic areas, whether commercial or residential." However, the cart does meet the required 5-foot setback and does not exceed 64 square feet, in accordance with the guidelines.

In conclusion, staff would recommend against approval of a cart in this proposed location, as it would detract not only from the appearance of a historic, approximately 129-year-old structure, but also from the overall streetscape of Duval. Although it meets the required setback, the cart's proposed position between the historic structure and the public sidewalk would be destructive to the building's historical integrity. As stated on page 59 of the Historic Architectural Guidelines, "Alterations to the built environment can change the nature and livability of a community for the worse by damaging traditional street and landscaping, scale and massing, pedestrian access and the appeal and visibility of a neighborhood's historic architecture."

# APPLICATION

# COMBINATION APPLICATION: FLOODPLAIN, CONSTRUCTION AND HARC

\$50.00 APPLICATION FEE NON-REFUNDABLE



## City of Key West

1300 WHITE ST.  
KEY WEST, FLORIDA 33040

Phone: 305.809.3956

[www.cityofkeywest-fl.gov](http://www.cityofkeywest-fl.gov)

HARC PERMIT NUMBER HARC 2019-0042		BUILDING PERMIT NUMBER		INITIAL & DATE	
FLOODPLAIN PERMIT		ZONING		REVISION #	
FLOOD ZONE	PANEL #	ELEV. L. FL.	SUBSTANTIAL IMPROVEMENT ___ YES ___ NO ___ %		

ADDRESS OF PROPOSED PROJECT:

RE # OR ALTERNATE KEY:

NAME ON DEED:

OWNER'S MAILING ADDRESS:

CONTRACTOR COMPANY NAME:

CONTRACTOR'S CONTACT PERSON:

ARCHITECT / ENGINEER'S NAME:

ARCHITECT / ENGINEER'S ADDRESS:

AUTHORIZED AGENT'S NAME:

AGENT'S ADDRESS:

313 Duval Street		# OF UNITS	
Property ID 1004472			
CouchShell Properties		OWNER PHONE NUMBER	
905 Van Phister St.		OWNER EMAIL	
CITY	Key West FL	STATE	FL
		ZIP	33040
Agent		CONTR. PHONE NUMBER	
		CONTR. EMAIL	
Agent		A/E PHONE NUMBER	
		A/E EMAIL	
Scott Saunders / Fury		AGENT PHONE NUMBER	
313 Margaret St.		AGENT EMAIL	
		scott@furykeywest.com	

HARC: PROJECT LOCATED IN HISTORIC DISTRICT OR IS CONTRIBUTING: ☒ YES ☐ NO (SEE PART C FOR HARC APPLICATION.)

CONTRACT PRICE FOR PROJECT OR EST. TOTAL FOR MAT'L., LABOR, OH & PROFIT:

\$1,000

FLORIDA STATUTE 837.06: WHOEVER KNOWINGLY MAKES A FALSE STATEMENT IN WRITING AND WITH THE INTENT TO MISLEAD A PUBLIC SERVANT IN THE PERFORMANCE OF HIS OR HER OFFICIAL DUTY SHALL BE GUILTY OF A MISDEMEANOR OF THE SECOND DEGREE PUNISHABLE PER SECTION 775.082 OR 775.083.

**DETAILED, SPECIFIC PROJECT DESCRIPTION...** (The applicant further hereby acknowledges that the scope of work as described shall be the scope of work that is permitted by the City. Should further action be taken by the City for exceeding the scope of the description of work as described herein versus the scope of work shown on the plans or other documents submitted with the application, the DESCRIPTION of work shall be controlling.)

Small mobile ticket sales cart to be on Hard Rock property per lease. See sketches attached

Printed name of property owner or agent or licensed contractor. Scott Saunders	Signature: 
Notary Signature (as to applicant) State of Florida, County of Monroe, Sworn to and subscribed before me 	
Personally known or produced Official Use Only:	as identification.



**PART B: STATE OF FLORIDA OFFICIAL NOTIFICATIONS AND WARNINGS**

FLORIDA STATUTE 713.135: WARNING TO OWNER: YOUR FAILURE TO RECORD A 'NOTICE OF COMMENCEMENT' MAY RESULT IN YOUR PAYING TWICE FOR IMPROVEMENTS TO YOUR PROPERTY. A NOTICE OF COMMENCEMENT MUST BE RECORDED WITH THE COUNTY RECORDER AND A COPY POSTED ON THE JOB SITE BEFORE THE FIRST INSPECTION. IF YOU INTEND TO OBTAIN FINANCING CONSULT WITH YOUR LENDER OR AN ATTORNEY BEFORE RECORDING A NOTICE.

FLORIDA STATUTE 469: ABESTOS ABATEMENT. AS OWNER / CONTRACTOR / AGENT OF RECORD FOR THE CONSTRUCTION APPLIED FOR IN THIS APPLICATION, I AGREE THAT I WILL COMPLY WITH THE PROVISIONS F. S. 469.003 AND TO NOTIFY THE FLORIDA D. E. P. OF MY INTENT TO DEMOLISH / REMOVE ASBESTOS. IN ADDITION TO THE REQUIREMENTS OF THIS PERMIT APPLICATION, THERE MAY BE DEED RESTRICTIONS AND / OR ADDITIONAL RESTRICTIONS APPLICABLE TO THIS PROPERTY THAT MAY BE FOUND IN THE PUBLIC RECORDS OF MONROE COUNTY AND THERE MAY BE ADDITIONAL PERMITS REQUIRED FROM OTHER GOVERNMENT ENTITIES SUCH AS AQUADUCT AUTHORITY, FLORIDA DEP OR OTHER STATE AGENCIES; ARMY CORPS OF ENGINEERS OR OTHER FEDERAL AGENCIES.

FEDERAL LAW REQUIRES LEAD PAINT ABATEMENT PER THE STANDARDS OF THE USDEP ON STRUCTURES BUILT PRIOR TO 1978.

ALL NECESSARY APPROVALS FROM ASSOCIATIONS, GOV'T. AGENCIES, AND OTHER PARTIES ARE THE APPLICANT'S RESPONSIBILITY.

**PART C:****HARC APPLICATION FOR A CERTIFICATE OF APPROPRIATENESS**

APPLICATION FEES: PAINTING SINGLE FAMILY: \$10 STAFF APPROVAL: \$50

PLEASE ATTACH APPROPRIATE VARIANCES / RESOLUTIONS FROM HARC, PLANNING BOARD OR TREE COMMISSION.

**ATTENTION:** NO BUILDING PERMITS WILL BE ISSUED PRIOR TO HARC APPROVAL.PLEASE SEND ELECTRONIC SUBMISSIONS TO: [harc@cityofkeywest-fl.gov](mailto:harc@cityofkeywest-fl.gov)INDICATE TYPE OF CERTIFICATE OF APPROPRIATENESS: ☐ GENERAL ☐ DEMOLITION ☒ SIGN ☐ PAINTING ☒ OTHERADDITIONAL INFORMATION: mobile ticket sales cart + sign

PROJECT SPECIFICATIONS: PLEASE PROVIDE PHOTOS OF EXISTING CONDITIONS, PLANS, PRODUCT SAMPLES, TECHNICAL DATA		
ARCHITECTURAL FEATURES TO BE ALTERED:	ORIGINAL MATERIAL:	PROPOSED MATERIAL:
<u>none</u>		<u>pressure-treated wood</u>

**DEMOLITION:** PLEASE FILL OUT THE HARC APPENDIX FOR PROPOSED DEMOLITION.

DEMOLITION OF HISTORIC STRUCTURES IS NOT ENCOURAGED BY THE HISTORIC ARCHITECTURAL REVIEW COMMISSION (HARC).

TYPE OF SIGNAGE \_\_\_\_\_ FRONTAGE LINEAL FEET OF FACADE \_\_\_\_\_

SIGN SPECIFICATIONS		
SIGN COPY: <u>attached to cart</u>	PROPOSED MATERIALS:	SIGNS WITH ILLUMINATION:
		TYPE OF LTG.:
		LTG. LINEAL FTG.:
MAX. HGT. OF FONTS:		COLOR AND TOTAL LUMENS:
IF USING LIGHT FIXTURES PLEASE INDICATE HOW MANY: INCLUDE SPEC. SHEET WITH LOCATIONS AND COLORS.		

OFFICIAL USE ONLY:	
HARC STAFF OR COMMISSION REVIEW	
<input type="checkbox"/> APPROVED <input type="checkbox"/> NOT APPROVED <input type="checkbox"/> DEFERRED FOR FUTURE CONSIDERATION <input type="checkbox"/> TABLED FOR ADD'L. INFO.	
REASONS OR CONDITIONS:	
STAFF REVIEW COMMENTS:	
HARC PLANNER SIGNATURE AND DATE:	HARC CHAIRPERSON SIGNATURE AND DATE:

## PART D: PERMIT APPLICATION - CHECKLIST OF MINIMUM REQUIREMENTS

	Building										Trades							
	Interior only	Addition or Accessory	Exterior Renovation	Minor Exterior, no change to footprint	New Bldg	Awnings	Roofing	Pool/Spa	Demolition	Site Work	Pavers/Paving	Fence	Mech & HVAC	Mech/HVAC Replace in same loc.	Plumbing	Electric	Fuel Gas	Sign
Appl. completed <b>legibly</b> , all contact info (owner <sup>7</sup> , architect, GC) Specific, written DETAILED PROJECT DESCRIPTION (not "per plans") Proof of Ownership (Deed or <a href="http://WWW.MCPAFLORIS.com">WWW.MCPAFLORIS.com</a> property report) Quantities (e.g., LF for fencing, SF for roofing, paving, signs)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Value of work (Contract Value) include materials, labor, OH, profit Survey (current and legible) Elevation Certificate <sup>4</sup> (sealed originals only, no copies) Building Height Certificate	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> <sup>10</sup>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> <sup>10</sup>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> <sup>5</sup>	<input type="checkbox"/> <sup>5</sup>	<input type="checkbox"/> <sup>3</sup>	<input type="checkbox"/> <sup>5</sup>	<input type="checkbox"/>	<input type="checkbox"/>
Site plan, show all structures, setbacks, property, proposed work Plan view of proposed work	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> <sup>10</sup>	<input type="checkbox"/> <sup>10</sup>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> <sup>11</sup>	<input type="checkbox"/> <sup>10</sup>	<input type="checkbox"/> <sup>6</sup>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> <sup>6</sup>	<input type="checkbox"/> <sup>6</sup>	<input type="checkbox"/> <sup>6</sup>	<input type="checkbox"/> <sup>3,6</sup>	<input type="checkbox"/>	<input type="checkbox"/>
Elevation views of proposed work Notices of Acceptance (NOAs) Wind load data: design pressures, wind speed, exposure, risk, etc. Documents: Two hardcopies <sup>1</sup> and one electronic set (PDF) Includes drawings, NOAs Occupancy, existing & proposed, change of use, zoning, flood zone Building coverages, existing and proposed Impervious surface, existing and proposed	<input type="checkbox"/> <sup>6</sup>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> <sup>6</sup>	<input type="checkbox"/> <sup>6</sup>	<input type="checkbox"/>	<input type="checkbox"/>
Stormwater calculations Energy Performance Level (EPL) display card Keys Energy approval of proposed pool or spa location Keys Energy approved meter location	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> <sup>7</sup>	<input type="checkbox"/> <sup>7</sup>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> <sup>6</sup>	<input type="checkbox"/>	<input type="checkbox"/> <sup>6</sup>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> <sup>6</sup>	<input type="checkbox"/> <sup>6</sup>	<input type="checkbox"/> <sup>6</sup>	<input type="checkbox"/> <sup>6</sup>	<input type="checkbox"/>	<input type="checkbox"/>
Electrical service riser diagram Indicate "Install new" or "Replace existing" (in Project Description) Revocable license <sup>12</sup> Height, quantity and design of fence Neighbor consent letter <sup>2</sup> for 6 ft solid fence (shared property line)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> <sup>12</sup>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> <sup>3b</sup> <input type="checkbox"/> <sup>3bc</sup>	<input type="checkbox"/>	<input type="checkbox"/> <sup>12</sup>

**Notes: 1** One hardcopy set will be returned to applicant to remain at jobsite as "FIELD COPY FOR INSPECTIONS"

- 2 If 6-ft **solid** fence is proposed along side and/or rear, consent letter(s) from adjacent neighbor(s) required.
- 3 Required for a.) underground work or b.) new service or c.) replace existing service connection, panel or meter.
- 4 Elevation certificate required for properties in flood zone (Not Zone X).
- 5 Elevation only (cert. not req'd) showing equipment above Base Flood Elevation (BFE).
- 6 Recommended for complex and commercial projects.
- 7 If proposed work alters coverage.
- 8 Do not substitute owner contact info with that of contractor, architect or agent.
- 9 Required for major renovation/modification.
- 10 Not required for replastering or repairs.
- 11 Required if building footprint or roof overhangs are modified.
- 12 If proposed work is in or over right-of-way.

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## LICENSE AGREEMENT

This License Agreement ("**Agreement**"), is made and entered into as of the 15<sup>th</sup> day of September, 2019 ("**Effective Date**") between Hard Rock Cafe International (USA), Inc., a Florida corporation ("**Licensor**"), and Fury Management Group, Inc., a Florida corporation ("**Licensee**").

### WITNESSETH:

WHEREAS, Licensor has a leasehold interest in that certain facility having an address of 313 Duval Street, Key West, FL 33040, as more particularly described on Exhibit A attached hereto and made a part hereof ("**Facility**"); and

WHEREAS, the Licensee has requested and Licensor has agreed to provide Licensee with a non-exclusive, non-transferable, license to use, pursuant to the limitations, terms and conditions set forth in this Agreement, certain areas of the Facility as identified on Exhibit B attached hereto and made a part hereof (the "**Licensed Premises**") solely for the Permitted Use, and for no other purpose. Licensee's right to use the Licensed Premises shall be in strict accordance with the limitations, terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

#### 1. Grant of License.

(a) Subject to and in accordance with the limitations, terms and conditions set forth in this Agreement, during the Term (as defined herein), Licensor grants to Licensee, and Licensee accepts from Licensor, a non-exclusive, non-transferable, revocable, temporary license ("**License**") to use the Licensed Premises solely for the Permitted Use (as defined herein). Use of the Licensed Premises shall be subject to the rules and regulations as established and modified from time to time by Licensor as provided herein. Access to the Licensed Premises shall be subject to the sole and absolute discretion of Licensor.

(b) Licensee acknowledges that it has inspected the Licensed Premises prior to entering into this Agreement, and hereby accepts the License to use the Licensed Premises in the condition existing on the date hereof and further acknowledges that Licensor shall have no obligation to make any alterations or installations or otherwise prepare the Licensed Premises for Licensee's intended use. Licensee accepts the Licensed Premises in its "AS IS" and "**WITH ALL FAULTS**" condition, with any and all existing defects, and subject to all applicable zoning, municipal, county and state laws, ordinances and regulations governing and regulating the use of the Licensed Premises and any and all agreements, recorded or otherwise, impacting or relating to the Facility. Licensee acknowledges that neither Licensor nor Licensor's employees, agents or contractors have made any representation or warranty as to the condition of the Licensed Premises or the suitability thereof for the use by Licensee, and Licensee's determination of the suitability of the Licensed Premises for its intended purposes is based solely on its own inspections, and not on any representation or warranty of Licensor, its agents or employees.

Licensee enters into this Agreement without any representations or warranties on the part of Licensor, express or implied, as to the condition of the Licensed Premises. Licensee shall only disclose the results of any inspection or discovery with respect to the Facility upon request by Licensor. Licensee acknowledges that Licensor has made no representations to Licensee as to sales volume.

(c) For all entry onto the Facility, Licensee, and/or its employees, agents, independent contractors and subcontractors, shall at all times comply with all of Licensor's rules, regulations, and security procedures. Licensee shall maintain the Licensed Premises in good condition and repair free of all rubbish during the Term.

## **2. License Term.**

(a) The initial term (the "**Term**") of this Agreement shall commence on the Effective Date (the "**Commencement Date**") and shall, except as otherwise provided in this Agreement, terminate one (1) month after the Commencement Date (the "**Termination Date**"). After the initial Term, this Agreement shall automatically renew for successive periods of thirty (30) days each (the "**Renewal Term(s)**"), unless sooner terminated as hereinafter provided, with each thirty (30) day renewal period being deemed part of the Term. The term "Term" shall include any and all Renewal Term(s).

(b) Additionally, Licensor and Licensee shall have the right, for any reason or no reason whatsoever, to terminate this Agreement upon fourteen (14) days advanced written notice to the other party.

(c) Upon the expiration or termination of this Agreement, Licensee shall surrender the Licensed Premises and comply with the obligations with regard to the removal of Licensee's furniture, fixtures, equipment and personal property as set forth herein.

(d) If the Licensed Premises is not available for occupancy by Licensee or the installation of Licensee's equipment by the date specified for any reason, Licensor shall have no liability for such delay.

## **3. Use.**

(a) The Licensed Premises may be used only for the operation of a cart, owned by Licensee, to sell Fury Water Adventure's tours (and/or other vendors approved by Licensor, in Licensor's sole discretion, in writing in advance), and for no other purpose whatsoever (the "**Permitted Use**"). The cart shall be in accordance with the design attached hereto as Exhibit C. During the Term, Licensee shall be permitted to operate the cart when Licensor's Facility is open for business to the public, as such times are determined by Licensor, in its sole and absolute discretion ("**Permitted Hours**"). Licensee agrees not to use or permit the use of the Licensed Premises for any purpose which is illegal, dangerous to life, limb or property, interferes with Licensor's use of or operations in the Facility, or which, in Licensor's reasonable opinion, creates a nuisance or which would increase the cost of insurance coverage with respect to the Facility. Licensee, at its sole responsibility and expense, shall secure all necessary permits, authorizations and approvals which may be required pertaining to the Licensed Premises and Licensee's use thereof, and shall at all times comply with all governmental rules, regulations, ordinances, statutes and laws now,



or hereinafter in force, pertaining to the Licensed Premises and Licensee's use thereof. Licensee shall place all waste (e.g., trash/garbage) in containers and/or double plastic vinyl bags and shall place said containers and/or bags in such location as Licensor shall designate. Licensee shall handle and dispose of all waste in compliance with all laws, rules, orders of all federal, state and municipal governments or agencies and all rules and regulations of Licensor.

(b) During the Term, and any extensions thereof, Licensee shall not use or ~~pen~~~~it~~permit the Licensed Premises to be used for any use or purpose in violation of the laws, ordinances, regulations or requirements of the United States of America, State, county or municipality where the Facility is located, or any other lawful authority. Licensee shall not commit, ~~pen~~~~it~~permit or suffer waste to be committed on or to occur to the Licensed Premises. Licensee further agrees not to use or permit the Licensed Premises to be used in any way which will interfere with the use of the Facility by any other party. Licensee shall not commit any acts on the Licensed Premises, nor use the Licensed Premises in any manner that will cause the cancellation of any fire, liability, or other insurance policy insuring the Licensed Premises or the improvements on the Licensed Premises or Facility. Licensee shall, at Licensee's sole cost and expense, comply with all requirements of Licensor's insurance carriers that are necessary for the continued maintenance at existing rates of casualty and liability insurance policies on the Licensed Premises and the Facility, and otherwise consistent with the terms of this Agreement. Licensee shall, at Licensee's sole cost and expense, comply with all laws, rules, orders of all federal, state and municipal governments or agencies and all rules and regulations of Licensor, now in effect or which may hereafter come into effect, whether or not they reflect a change in policy from that now existing, relating in any manner to the Licensed Premises and the occupation and use by Licensee of the Licensed Premises, including, without limitation, requirements under the Americans With Disabilities Act, the Occupational Safety and Health Administration Act ("OSHA"), and laws pertaining to air and water quality, waste disposal, hazardous waste disposal, air quality and air emissions, and other environmental matters. Licensee shall not do anything on the Licensed Premises that will cause damage to the Licensed Premises. No machinery, equipment, apparatus, or other appliance shall be used or operated in or on the Licensed Premises that will in any manner injure, damage or harm the Licensed Premises.

(c) Licensor shall not provide any security or protection as part of this Agreement

(d) At all times while at the Facility, Licensee's representatives shall dress in a neat, clean, and professional manner.

(e) Licensee shall at all times during its occupancy of the Licensed Premises provide sufficient supervision and maintain adequate control of its employees, guests, customers, and invitees while the same are at or about the Facility, so as to prevent unlawful or offensive actions and actions which are a breach of this Agreement.

(f) Any and all material determined by the Licensor to be inappropriate or in poor taste shall be prohibited. Refusal to remove such material and/or merchandise, at the request of the Licensor, may result in termination of this Agreement.

(g) Licensee covenants that it shall not use the Licensed Premises for the storage, marketing, display or sale of any product or merchandise that Licensor, in its sole discretion, may consider

to be a counterfeit, knockoff, imitation, lookalike replica, facsimile of or in any manner an infringement upon any trademarked or copyrighted product or merchandise of any third party. The foregoing covenant is a material term of the Agreement. In the event Licensee breaches this covenant, Licensor may immediately ~~terminate~~terminate this Agreement, without notice, demand, opportunity to cure, or liability to Licensee whatsoever. Licensor's election to exercise the provisions of the preceding sentence shall not relieve Licensee of paying any and all costs, fines and/or penalties attributed to any such violation, nor shall it relieve Licensee of its default.

#### **4. Fees.**

On the Effective Date Licensee shall commence paying to Licensor Two Thousand Five Hundred and No 100 Dollars (\$2,500.00) per month ("License Fee") for the License granted herein during the License Term and any renewal thereof. All sums payable by Licensee under this Agreement, whether or not stated to be license fees or additional license fees, shall be collectible by Licensor as license fees, and upon default in payment thereof Licensor shall have the same rights and remedies as for failure to pay license fees (without prejudice to any other right or remedy available therefor). Licensee shall be responsible for any taxes owed on the License Fee.

#### **5. Marketing.**

Licensee shall:

- a) provide to Licensor an ad on Licensee's 2019/2020 general map free of charge (\$1700 value)
- b) provide to Licensor cross-promoting on Licensee's social media;
- c) distribute Licensor's promotional cards/materials, provided by Licensor, at Licensee's sales locations;
- d) contract employee summer party in September 2019 at Facility.

All of the foregoing marketing referenced in this Section 5 (a) - (d) by Licensee must be approved of, in advance, by Licensor, in its sole discretion. Licensee acknowledges that it has no right to use Licensor's name, trademark, logo, or likeness without Licensor's prior written permission. All uses of Licensor's name, logo, and trademark shall be expressly subject to Licensor's prior written approval thereof.

#### **6. Alterations, Care and Maintenance by Licensee.**

Licensee shall have no right to make any alterations to the Licensed Premises without the prior written consent of Licensor, in Licensor's sole and absolute discretion. Licensee will repair, at its sole cost and expense, any damage caused to the Licensed Premises and the Facility in association with the use of the Licensed Premises and/or exercise of its rights hereunder. Licensee will cause all repairs and maintenance required by this Agreement to be performed in a timely manner. If Licensee does not perform and complete any repairs which are Licensee's responsibility within two (2) days of written notice by Licensor (or to the extent such repair is



not capable of being completed within such two (2) day period, if Licensee does not commence such repair within such two (2) day period and diligently pursue completion thereof) then Licensor will have the right but not the obligation to perform any such repairs at Licensee's sole cost and expense. Licensee shall on demand and within thirty (30) days pay to Licensor (i) the cost of such work plus fifteen percent (15%) thereof as administrative costs; plus (ii) interest thereon at the rate of 12% per annum (or, if lower, the highest legal rate) from the date such amount is past due.

#### **7. Utilities.**

Licensor shall allow Licensee to use a reasonable number of standard electrical outlets in the Facility located near the Licensed Premises. Licensee shall not be provided with the use of any other utility, including water, sewer, gas, phone, internet, or cable services. Licensor shall not be liable in any respect for damages to either person or property as a result of any temporary or permanent interruption of utility service and Licensee shall have no claim for damages, consequential or otherwise, on account of any ~~interruption~~ interruption. Licensee acknowledges that Licensor may, as part of its maintenance and repair obligations at the Facility, require a temporary interruption of utility service that may cause a temporary disruption of service to Licensee's operations.

#### **8. Interference.**

Licensee shall not use the Facility or the Licensed Premises in any way that interferes with the use of the Facility by: (i) Licensor, or (ii) guests, agents, contractor, invitees, or licensees of Licensor. The Licensee shall indemnify Licensor and hold Licensor harmless from all expenses, costs, damages, loss, claims or other expenses and liabilities arising from any such interference.

#### **9. Entry by Licensor.**

Licensor or its employees, agents or representatives shall have the right to inspect and access any portion of the Licensed Premises and the equipment and facilities located therein, at any time to inspect the same, to clean or make repairs, alterations or additions.

#### **10. Surrender.**

Licensee shall, upon the expiration or sooner termination of this Agreement, remove from the Licensed Premises all of Licensee's furniture, fixtures, equipment and personal property (excluding any equipment and personal property of Licensor), at Licensee's sole cost and expense, and surrender the Licensed Premises in broom clean condition, in at least as good condition as received, ordinary wear and tear and casualty damage excepted (provided, however, that the foregoing shall not relieve Licensee of any liability for casualty damage for which Licensee is or may be liable). Licensee shall, at Licensee's sole cost and expense and subject to the prior written approval of Licensor, repair any and all damage to Licensor's equipment and personal property, the Licensed Premises or the Facility resulting from the installation, presence and removal of any of Licensee's equipment and personal property. If Licensee fails to remove all of its furniture, fixtures, equipment, and all personal property as required under this Agreement prior to the expiration of the Term, Licensor may retain or dispose of such property.

in its sole discretion without any liability to Licensee, and further may charge the cost of any such disposition to Licensee. Licensee has no license to use the Licensed Premises or any part thereof beyond the expiration of the Term. In the event that the Licensee or Licensee's furniture, fixtures, equipment, facilities, improvements, or personal property remains on the Licensed Premises and/or Licensee has failed to completely remove its items pursuant to the terms herein, Licenser may elect to (i) remove Licensee's furniture, fixtures, equipment, facilities, improvements, or personal property and restore the Licensed Premises to its original condition, at Licensee's sole cost and expense or (ii) extend this Agreement on a month to month basis, in which event all terms of this Agreement shall remain in effect. The provisions of this Section shall survive the expiration or termination of this Agreement.

**11. Assignment, Subletting and Transfers.**

(a) Licensee shall not transfer, sublet, convey, mortgage, pledge, hypothecate, or encumber Licensee's License interest hereunder or grant any license, concession, or other right to use any portion of the Licensed Premises without the prior written consent of Licenser, which may be granted or withheld in Licenser's sole discretion.

(b) Licenser shall have the right to transfer and assign, in whole or in part, all its rights and obligations hereunder and in the Facility, and in such event and upon such transfer Licenser shall be released from any further obligations hereunder, and Licensee agrees to look solely to such successor in interest of Licenser for the performance of such obligations.

**12. Mechanics Liens.**

Licensee shall not suffer or permit any mechanic's, laborer's, or materialman's lien to be filed against the Facility or any part thereof by reason of work, labor, services, or materials requested and supplies claimed to have been requested by Licensee; and if such lien shall at any time be so filed, Licensee shall cause it to be canceled and discharged of record (by bonding or otherwise), within fifteen (15) days after notice of the filing thereof, and Licensee shall indemnify and hold harmless Licenser from any loss incurred in connection therewith.

**13. Taxes.**

During the Term and any extension hereof, Licensee shall be responsible for the declaration and payment of any applicable taxes or assessments against the property owned by Licensee located in the Facility. Licensee agrees to provide Licenser with timely evidence satisfactory to Licenser that all taxes due and payable for its property have been paid.

**14. Insurance, Release and Hold Harmless.**

(a) ~~In addition to any insurance requirements contained herein,~~ Licensee shall maintain insurance coverage as set forth below in subsections 14(a)(1)-(3). In addition, Licensee shall require that its contractors (and any subcontractors) produce, prior to commencing any installation, repair, or maintenance work, a certificate of original insurance policy evidencing that the following insurance is maintained:

- 1) Commercial General Liability and Property Damage Insurance (providing the broadest form of coverage then generally available from time to time) with minimum limits no less than \$1,000,000 per occurrence.
- 2) Workers' Compensation (at statutory limits) and Employer's Liability Insurance with minimum limits of \$1,000,000 each occurrence.
- 3) Commercial Auto Insurance minimum limits no less than \$1,000,000 per occurrence.

Each such policy shall be in such form and with such insurers as may be satisfactory to Licensor, and shall contain a clause specifying that no action or misrepresentation by Licensee shall invalidate such policy and a clause requiring the ~~insurer~~ insurer to give to Licensor at least 30 days' prior written notice of (i) the cancellation of such policy or (ii) any amendment to the terms of such policy if such amendment would cause the policy no longer to conform to the policy requirements stated in this paragraph. Licensor shall be named an additional insured with respect to such policies. Licensor shall be under no duty to ascertain the existence of or to examine any such policy or to advise Licensee in the event any such policy shall not comply with the requirements hereof. Licensee shall provide proof of insurance to Licensor upon execution of this Agreement and at any time thereafter upon demand from Licensor.

(b) Licensee hereby releases Licensor, and its agents, employees, officers, directors, shareholders and partners (collectively the "**Releasees**") from, and shall not hold Releasees liable for, any liability for personal injury, consequential damages, loss of income or damage to or loss of property or persons, or loss of use of any property, in or about the Licensed Premises or Facility from any cause whatsoever unless such damage, loss or injury directly results from the gross negligence or willful misconduct of the Releasees. Further, the Releasees shall not be liable to Licensee for any such damage or loss to the extent Licensee is compensated or would have been compensated by the insurance which Licensee is obligated to maintain pursuant to this Agreement.

(c) To the fullest extent permitted by law, subject to the waivers of claims and damages set forth herein, and unless directly caused by the gross negligence or willful misconduct of Licensor, its employees or agents, Licensee agrees to indemnify, defend and hold Releasees harmless from and against injury, loss, damage or liability (or any claims in respect of the foregoing), costs or expenses (including reasonable attorneys' fees and court costs) which may be imposed upon or incurred by or asserted against Releasees occurring during the Term, after expiration but relating to pre expiration events, or during any period of time prior to the Commencement Date hereof or after the expiration date hereof when Licensee may have been given access to or possession of all or any part of the Licensed Premises arising from or otherwise in connection with:

- 1) Licensee's use of the Licensed Premises, exercise of Licensee's rights hereunder and any acts, omissions, neglect or fault of Licensee, or any of Licensee's agents, employees or invitees;
- 2) any work or act done in, on or about the Licensed Premises, Facility or any part thereof, by Licensee or any of its agents, contractors,

subcontractors, servants, employees, subtenants, licensees or invitees, including the installation, use, maintenance, repair or removal of the equipment;

- 3) any negligence or other wrongful act or omission on the part of Licensee or any of its agents, contractors, subcontractors, servants, employees, subtenants, licensees or invitees;
- 4) any accident, injury or damage to any person or property occurring in, on or about the Licensed Premises; and/or
- 5) any failure on the part of Licensee to perform or comply with any of the covenants, agreements, terms, provisions, conditions or limitations contained in this Agreement on its part to be performed or complied with.

(d) Licensors and Licensee each hereby waive their right to receive damages against each other for any reason whatsoever to the extent the damaged party recovers from its insurance carrier. Any insurance policy procured by either, Licensors or Licensee hereunder which does not name the other as an insured shall, if obtainable, contain an express waiver of any right of subrogation by the insurance company against the Licensors or Licensee, as the case may be. Licensee hereunder shall contain an endorsement that, Licensors, although named as an additional insured, shall nevertheless be entitled to recover damages caused by the negligence or willful acts of Licensee.

(e) The terms of this Section shall survive the expiration or early termination of this Agreement.

#### **15. Casualty and Condemnation.**

In the event of any condemnation of or casualty to all or any portion of the Facility, either party may terminate this Agreement if, as a result thereof, Licensee is unable to use the Licensed Premises for the purposes intended hereunder. Licensee may not make a claim in any condemnation proceeding involving the Facility for any losses. Any such notice of termination shall cause this Agreement to expire with the same force and effect as though the date set forth in such notice were the date originally set as the expiration date of this Agreement and the parties shall make an appropriate adjustment as of such termination date with respect to payments due to the other under this Agreement. If not terminated, this Agreement shall remain in full force and effect as to the remaining portion. Licensors shall have no obligation to repair any damage to the Licensed Premises or any equipment located therein.

#### **16. Events of Default/Remedies.**

(a) In the event there is a breach by Licensee with respect to any of the provisions of this Agreement or its obligations ~~under~~ under it, Licensors shall give Licensee written notice of such breach. After receipt of such written notice, Licensee shall have five (5) days in which to cure any monetary breach and ten (10) days in which to cure any non-monetary breach, provided Licensee shall have such extended period from non-monetary breach as ~~may~~ may be reasonably required beyond the ten (10) days if the nature of the cure is such that it reasonably requires more than ten

(10) days and Licensee commences the cure within the ten (10) day period and thereafter continuously and diligently pursues the cure to completion, provided that no cure period shall extend longer than thirty (30) days.

(b) Upon the occurrence of a breach or default by Licensee, Licensors shall, in addition to any other rights or remedies available under the laws of the State where the Facility is located, have the option to pursue any one or ~~more~~more of the following remedies without any additional notice of demand:

(i) ~~terminate~~terminate this Agreement, in which event Licensee shall immediately remove all of the Licensee's fixtures, furniture, and/or equipment (including Licensee's cart) from the Licensed Premises and vacate the Licensed Premises; and/or

(ii) as the agent of Licensee, do whatever Licensee is obligated to do and has failed to do. Licensee shall reimburse Licensors upon demand for any expense that Licensors may incur, together with interest thereon at the maximum rate permitted by law, in effecting compliance with this Agreement on behalf of Licensee.

(c) The pursuit by Licensors of any of the foregoing remedies shall not preclude the pursuit of general damages incurred, or of any of the other remedies herein provided or of any of the other remedies provided by law. No right or remedy conferred upon Licensors shall be considered exclusive of any other right or remedy, but shall be in addition to every other right or remedy available to Licensors under this Agreement or by law. Any right or remedy of Licensors may be exercised from time to time, and as often as the occasion may arise. The granting of any right, remedy, option or election to Licensors under this Agreement shall not impose any obligation on Licensors to exercise the right, remedy, option or election.

#### **17. Subordination to Mortgage.**

This Agreement is and shall be subject and subordinate to all ground or underlying leases of the Facility and to all mortgages, deeds of trust and similar security documents which may now or hereafter be secured upon the Facility, and to all renewals, modifications, consolidations, replacements and extensions thereof. This clause shall be self-operative and no further instrument of subordination shall be required by any lessor or mortgagee, but in confirmation of such subordination, Licensee shall execute, within fifteen (15) days after request, any certificate that Licensors may reasonably require acknowledging such subordination. Notwithstanding the foregoing, the party holding the instrument to which this Agreement is subordinate shall have the right to recognize and preserve this Agreement in the event of any foreclosure sale or possessory action, and in such case, this Agreement shall continue in full force and effect at the option of the party holding the superior lien and Licensee shall attorn to such party and shall execute, acknowledge and deliver any instrument that has for its purpose and effect the confirmation of such attornment.

#### **18. Non-Recourse.**

Anything in this Agreement, either expressed or implied, to the contrary notwithstanding, Licensee acknowledges and agrees that each of the covenants, undertakings and agreements herein made on the part of Licensors are made and intended not as personal covenants,



undertakings and agreements of Licensor, or for the purpose of binding Licensor personally or the assets of Licensor, except Licensor's interest in the Facility; and that no personal liability or personal responsibility is assumed by, nor shall at any time be asserted or enforceable against Licensor, any partner of Licensor, any parent, subsidiary or partner of Licensor or any partner of Licensor, or any of their respective heirs, personal representatives, successors and assigns.

#### **19. Notice.**

All notices, demands, requests and other communications hereunder shall be in writing either personally delivered or mailed, via certified mail, return receipt requested, or sent by overnight courier to the addresses set forth below.

Notices will be deemed to have been given upon either receipt or rejection. Unless or until either of the respective addresses is changed by notice in writing sent to the other party as set forth above, thereafter to the address contained in such notice.

If to Licensor:      Hard Rock Cafe International (USA), Inc.  
6400 Old Park Ln 5701 Stirling Road  
Orlando, FL 32835 ~~Davis, FL 33314~~

With a copy to:      Baker Hostetler LLP  
Attn: ~~Michael C. Wilde, Esq.~~  
200 S. Orange Ave.  
Suite 2300  
Orlando, FL 32801

If to Licensee:      Fury Management Group, Inc.  
313 Margaret St.  
Key West, FL 33040

#### **20. Force Majeure.**

Whenever a period of time is herein prescribed for the taking of any action by either party, other than the payment of money, that party shall not be liable or responsible for, and there shall be excluded from the computation of such period of time, and delays due to strikes, riots, acts of God, shortages of labor or materials, war, governmental laws, regulations or restrictions, or any other cause whatsoever beyond the control of that party.

#### **21. Hazardous Substances**

Licensee shall not bring or cause to be brought to the Facility, or produce at the Facility, or maintain or use on the Facility any hazardous substances ("**Hazardous Substances**") in a manner that violates any federal, state, county, or municipal statutes, ordinances, laws, rules, regulations, orders or decrees. Hazardous Substances shall include any substances declared to be hazardous or toxic under any law or regulation now or hereafter enacted or promulgated by any governmental or quasi-governmental authority having jurisdiction. Licensee shall not cause or permit its agents, contractors, customers, employees, licensees, or any other parties coming onto

or into the Licensed Premises for any reason to produce, manufacture, generate, process, use, store, release, or dispose of any Hazardous Substances on or from the Facility. Further, Licensee shall not conduct any business or operations on the Licensed Premises which are reasonably deemed by Licensor's insurance carriers to constitute a material increase in the risks initially insured as they pertain to hazardous materials or hazardous activities, or which would increase Licensor's property or liability insurance premiums. Licensee shall handle and dispose of all Hazardous Substances in compliance with all laws, rules, orders of all federal, state and municipal governments or agencies and all rules and regulations of Licensor. If Licensee breaches the provisions of this Section, Licensee shall, in accordance with applicable law, promptly remove the Hazardous Substances and cease the business or operations which are hazardous. If Licensee shall fail to comply with the provisions of this Section, Licensor, in addition to all other rights and remedies provided to it in this Agreement, shall have the right to immediately terminate this Agreement and to take all actions legally permissible to remove Licensee and its property from the Licensed Premises. The obligations of this Section are in addition to any provisions in the Agreement concerning environmental conditions or issues. It is expressly agreed by Licensee that its indemnification obligations under this Agreement, and all the terms and conditions thereof pursuant to any other section/provision of this Agreement, apply to this Section.

## **22. Parking.**

Licensee and its employees shall park in the areas designated by Licensor. Licensee shall not park any camper, recreation vehicle, trailer, bus, large truck or other vehicles which exceed the size of an individual parking space. Licensee shall not park any vehicle on the Facility property overnight. Licensee may not use any portion of the Facility property for lodging purposes.

## **23. No Hawking Guidelines.**

To "hawk" or solicit customers or guests (hereinafter "Customer(s)") is defined as, including but not limited to, using aggressive selling tactics such as Licensee or Licensee's employees yelling out to Customers, physically approaching Customers outside Licensee's Licensed Premises, approaching Customers either verbally or physically, touching Customers at any time without their prior permission, and/or verbally abusing Customers in any manner. These tactics are strictly prohibited. Demonstration of any product outside Licensee's space is also strictly prohibited.

## **24. Miscellaneous.**

(a) The provisions of the Agreement relating to indemnification from one ~~party~~ party to the other party shall survive any termination or expiration of this Agreement. Additionally, any provisions of this Agreement which require performance subsequent to the termination or expiration of this Agreement shall also survive such termination or expiration.

(b) Failure of Licensor to insist on strict ~~performance~~ performance of any of the conditions or provisions of this Agreement, or to exercise any of Licensor's rights hereunder shall not waive such rights.

(c) Each of the parties hereto warrants to the other that the person or persons executing this Agreement on behalf of such party has the full right, power and authority to enter into and

execute this Agreement on such party's behalf and that no consent from any other person or entity is necessary as a condition precedent to the legal effect of this Agreement.

(d) The prevailing party shall be entitled to reasonable attorney's fees incurred in connection with the institution of any action or proceeding in court to enforce any provision hereof or for damages by reason of any alleged breach or default of any provision of this Agreement or for a declaration of either party's rights or obligations hereunder or for any other judicial remedy, at law or in equity.

(e) The failure of a party to insist at any time upon the strict ~~performance~~ performance of any covenant or agreement herein or to exercise any option, right, power of remedy contained in this Agreement shall not be construed as a waiver or a relinquishment thereof for the future or payment by Licensee or receipt by Licensor of a lesser amount than the amount due under this Agreement shall be deemed an accord and satisfaction, and Licensor may accept such check or payment without prejudice to Licensor's right to recover the balance of such amount due or pursue any other remedy in this Agreement as provided herein.

(f) At any time and from time to time upon not less than fifteen (15) days prior notice by Licensor, Licensee shall execute, acknowledge and deliver to the Licensor a statement of the Licensee in writing certifying that this Agreement is unmodified and in full force and effect and stating whether or not to the best knowledge of the Licensee, the Licensor is in default in the keeping, observing or ~~performing~~ performing of any covenant agreement, provision or condition contained in this Agreement and, if so, specifying such default, if being intended that any such statement may be relied upon by any prospective purchaser, lessee, mortgagee or assignee of any mortgage of the Facility.

(g) This instrument grants a license, not a lease. The submission of this Agreement for examination does not constitute an offer for a license to use the Licensed Premises and this Agreement becomes effective only upon the full execution of this Agreement by all parties.

(h) This Agreement (together with the written agreements specifically referenced herein) embodies the entire agreement between the parties hereto with relation to the transaction contemplated hereby, and there have been and are no covenants, agreements, representations, warranties or restriction between the parties hereto with regard thereto other than those specifically set forth herein.

(i) This Agreement and the rights and obligations of the parties hereto shall be interpreted, construed, and enforced in accordance with the laws of the State where the Facility is located.

(j) If any term or provision of this Agreement, or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such 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 provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.

(k) Licensee agrees not to record this Agreement or any memorandum thereof. Licensor shall have the right to record this Agreement or any memorandum thereof and such memorandum shall be deemed to be as effective as if executed by Licensee.



(l) Licensee shall not place or install any signs, without the prior written consent of Licensor, in Licensor's sole and absolute discretion. Licensor shall have the right, at its option, at Licensee's cost and expense, to place any signs deemed necessary by Licensor.

[Signatures to appear on following page(s)]

IN WITNESS WHEREOF, Licensors and Licensee have executed this Agreement in multiple original counterparts as of the day and year first above written.

**WITNESS:**

**LICENSOR:**

Hard Rock Cafe International (USA), Inc., a  
Florida corporation

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

—

By:  \_\_\_\_\_

Print Name: Brian Grossman \_\_\_\_\_

Title: Director of Operations \_\_\_\_\_

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

—

By: Mary M. Selger  
Print Name: Mary Selger

By: [Signature]  
Print Name: LORRAINE JACOBS

By: Mary M. Selger  
Print Name: Mary Selger

By: [Signature]  
Print Name: LORRAINE JACOBS

**LICENSEE:**

Fury Management Group, Inc., a Florida corporation LL

By: \_\_\_\_\_  
Print Name: S BERGER

Title: Director of Sales and Marketing

By: [Signature]  
Print Name: SCOTT SAUNDERS

Title: President

Exhibit A

Facility

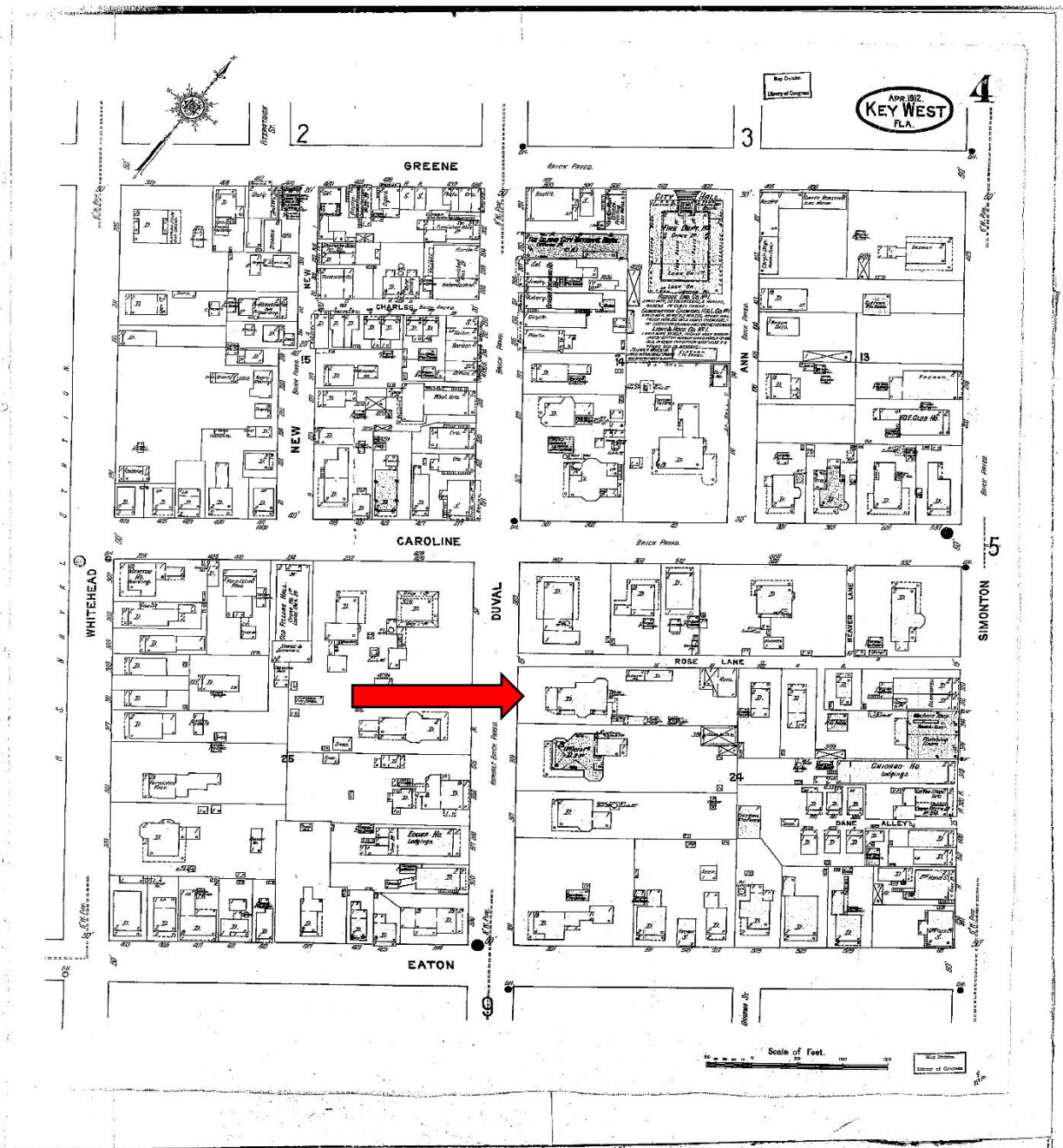
Exhibit B

Licensed Premises

Exhibit C

Proposed Cart Design

# SANBORN MAPS



## The Sanborn Library, LLC

This Sanborn® Map is a certified copy produced by Environmental Data Resources, Inc. under arrangement with The Sanborn Library, LLC. Information on this Sanborn® Map is derived from Sanborn field surveys conducted in:

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Year EDI Research Associate

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# PROJECT PHOTOS



Historic photo of 313 Duval when it was home to the Elk's Club in the 1960's.





Photo of 313 Duval in 1990.



Photo of 313 Duval in 2011.



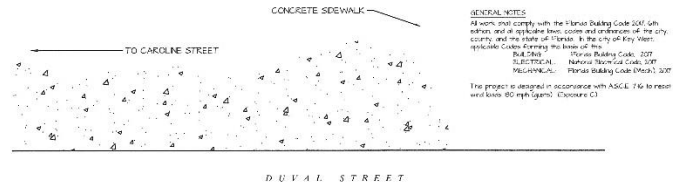
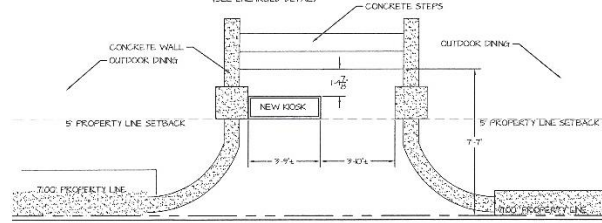


Recent photo of 313 Duval.

# SURVEY



# PROPOSED DESIGN

[illegible]

LOCATION (ENLARGED)

**GENERAL NOTES**  
All work shall comply with the Florida Building Code 2007, 6th edition, and all applicable laws, codes and ordinances of the city, county, and the state of Florida. In the City of Key West, applicable Codes forming the basis of this:

Buildings	Florida Building Code, 2007
ELECTRICAL	National Electrical Code, 2007
MECHANICAL	Florida Building Code (Mech), 2007

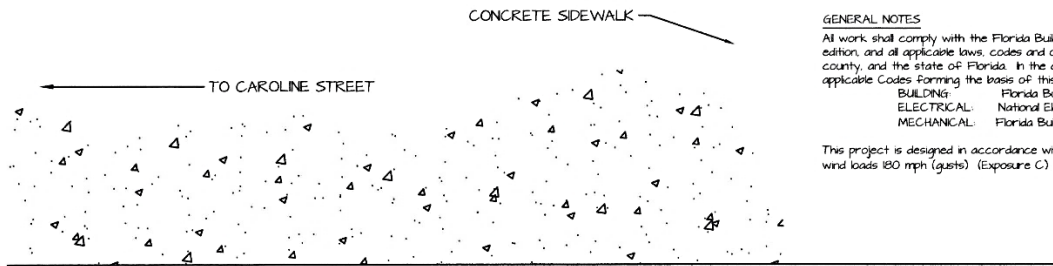
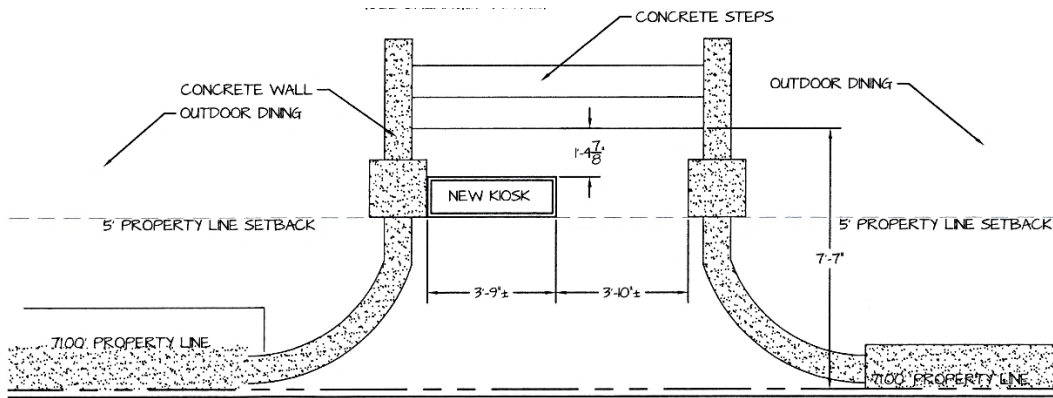
This project is designed in accordance with ASCE 7-6 to resist wind loads 80 mph (gusts). (Exposure C)

KIOSK ON DUVAL STREET  
313 DUVAL STREET KEY WEST, FLORIDA 33040

**Olson Drafting Services, Inc.**  
Build With Confidence  
olsondrafting@earthlink.net (303) 432-6654

9/23/10

or



#### GENERAL NOTES

All work shall comply with the Florida Building Code 2017, 6th edition, and all applicable laws, codes and ordinances of the city, county, and the state of Florida. In the city of Key West, applicable Codes forming the basis of this:

BUILDING: Florida Building Code, 2017  
 ELECTRICAL: National Electrical Code, 2017  
 MECHANICAL: Florida Building Code (Mech), 2017

This project is designed in accordance with ASCE 7-16 to resist wind loads 180 mph (gusts) (Exposure C)

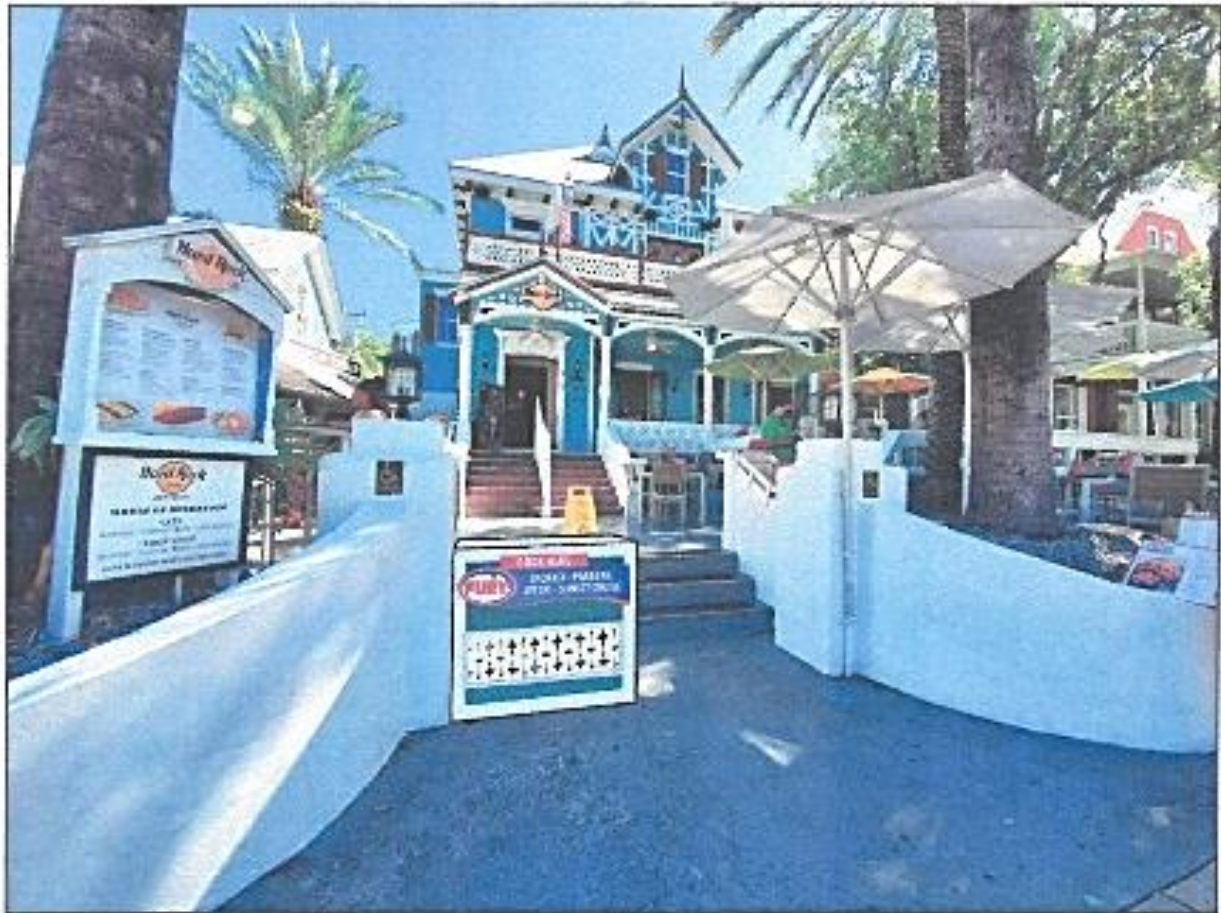
D U V A L S T R E E T

— PROPOSED LOCATION OF KIOSK  
 (SEE ENLARGED DETAIL)

LOCATION (ENLARGED)

1/4" = 1'-0"





VIEW OFF KIOSK  
AL)

STREET VIEW (PROPOSED)



14"

47"

# NOTICING

# Public Meeting Notice

The Historic Architectural Review Commission will hold a public meeting at 5:30 p.m., October 23, 2019 at City Hall, 1300 White Street, Key West, Florida. The purpose of the hearing will be to consider a request for:

## SMALL MOBILE TICKET SALES CART.

### #313 DUVAL STREET

**Applicant – Scott Saunders    Application #H2019-0042**

If you wish to see the application or have any questions, you may visit the Planning Department during regular office hours at 1300 White Street, call 305-809-3975 or visit our website at [www.cityofkeywest-fl.gov](http://www.cityofkeywest-fl.gov).

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

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

# PROPERTY APPRAISER INFORMATION

**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 00004300-000000  
 Account# 1004472  
 Property ID 1004472  
 Millage Group 10KW  
 Location Address 313 DUVAL ST, KEY WEST  
 Legal Description KW PT LOT 3 SQR 24 A5-132/4 OR920-834/35Q/C OR920-836/38 OR1004-635 OR1334-606  
 (Note: Not to be used on legal documents.)  
 Neighborhood 32030  
 Property Class RESTAURANT (2100)  
 Subdivision  
 Sec/Twp/Rng 06/68/25  
 Affordable Housing No

**Owner**

CONCH SHELL PROPERTIES INC.  
 905 Von Phister St  
 Key West FL 33040

**Valuation**

	2019	2018	2017	2016
+ Market Improvement Value	\$1,543,430	\$1,407,732	\$1,474,674	\$1,491,936
+ Market Misc Value	\$14,825	\$15,244	\$15,664	\$16,504
+ Market Land Value	\$2,587,950	\$2,501,685	\$2,101,415	\$2,115,908
= Just Market Value	\$4,146,205	\$3,924,661	\$3,591,753	\$3,624,348
= Total Assessed Value	\$4,146,205	\$3,924,661	\$3,591,753	\$3,624,348
- School Exempt Value	\$0	\$0	\$0	\$0
= School Taxable Value	\$4,146,205	\$3,924,661	\$3,591,753	\$3,624,348

**Land**

Land Use	Number of Units	Unit Type	Frontage	Depth
COMMERCIAL DRY (100D)	17,253.00	Square Foot	71	243

Style REST/CAFET-A- / 21A  
 Gross Sq Ft 7,694  
 Finished Sq Ft 6,222  
 Perimeter 0  
 Stories 3  
 Interior Walls  
 Exterior Walls CUSTOM  
 Quality 450 0  
 Roof Type  
 Roof Material  
 Exterior Wall1 CUSTOM  
 Exterior Wall2  
 Foundation  
 Interior Finish  
 Ground Floor Area  
 Floor Cover  
 Full Bathrooms 0  
 Half Bathrooms 0  
 Heating Type  
 Year Built 1909  
 Year Remodeled  
 Effective Year Built 1993  
 Condition

Code	Description	Sketch Area	Finished Area	Perimeter
OPX	EXC OPEN PORCH	269	0	0
FLA	FLOOR LIV AREA	6,222	6,222	0
OPU	OPPR UNFIN LL	463	0	0
OUU	OPPR UNFIN UL	262	0	0
PDO	PATIO DIN OPEN	478	0	0
<b>TOTAL</b>		<b>7,694</b>	<b>6,222</b>	<b>0</b>



Style	1 STY STORE-B / 11B			
Gross Sq Ft	420			
Finished Sq Ft	420			
Perimeter	0			
Stories	1			
Interior Walls				
Exterior Walls	CUSTOM			
Quality	3500			
Roof Type				
Roof Material				
Exterior Wall1	CUSTOM			
Exterior Wall2				
Foundation				
Interior Finish				
Ground Floor Area				
Floor Cover				
Full Bathrooms	2			
Half Bathrooms	0			
Heating Type				
Year Built	1995			
Year Remodeled				
Effective Year Built	1996			
Condition				
Code	Description	Sketch Area	Finished Area	Perimeter
FLA	FLOOR LIV AREA	420	420	0
TOTAL		420	420	0

Style	RESTRNT/CAFETR-B - /21B			
Gross Sq Ft	4,595			
Finished Sq Ft	4,595			
Perimeter	0			
Stories	1			
Interior Walls				
Exterior Walls	C.B.S.			
Quality	4000			
Roof Type				
Roof Material				
Exterior Wall1	C.B.S.			
Exterior Wall2				
Foundation				
Interior Finish				
Ground Floor Area				
Floor Cover				
Full Bathrooms	0			
Half Bathrooms	0			
Heating Type				
Year Built	1949			
Year Remodeled				
Effective Year Built	1995			
Condition				
Code	Description	Sketch Area	Finished Area	Perimeter
FLA	FLOOR LIV AREA	4,595	4,595	0
TOTAL		4,595	4,595	0

## Yard Items

Description	Year Built	Roll Year	Quantity	Units	Grade
RW2	1949	1950	1	276 SF	3
CONC PATIO	1994	1995	1	1288 SF	2
FENCES	1994	1995	1	312 SF	2
FENCES	1994	1995	1	336 SF	2
FENCES	1994	1995	1	51 SF	2
FENCES	1994	1995	1	72 SF	2
FENCES	1995	1996	1	234 SF	2
CONC PATIO	1995	1996	1	260 SF	2
CHUNK FENCE	1995	1996	1	78 SF	1
CONC PATIO	1996	1997	1	527 SF	2
FENCES	1997	1998	1	540 SF	2

## Sales

Sale Date	Sale Price	Instrument	Instrument Number	Deed Book	Deed Page	Sale Qualification	Vacant or Improved
12/1/1994	\$1,100,000	Warranty Deed		1334	0506	U - Unqualified	Improved
3/1/1987	\$750,000	Warranty Deed		1004	635	U - Unqualified	Improved
8/1/1984	\$475,000	Warranty Deed		920	836	Q - Qualified	Improved

## Permits

Number	Date Issued	Date Completed	Amount	Permit Type	Notes
18-00002309	6/2/2018	10/16/2018	\$1,500	Commercial	R/R APPROX. 15 SF OF DAMAGED WOOD SIDING AND REPAINT SAME COLOR.

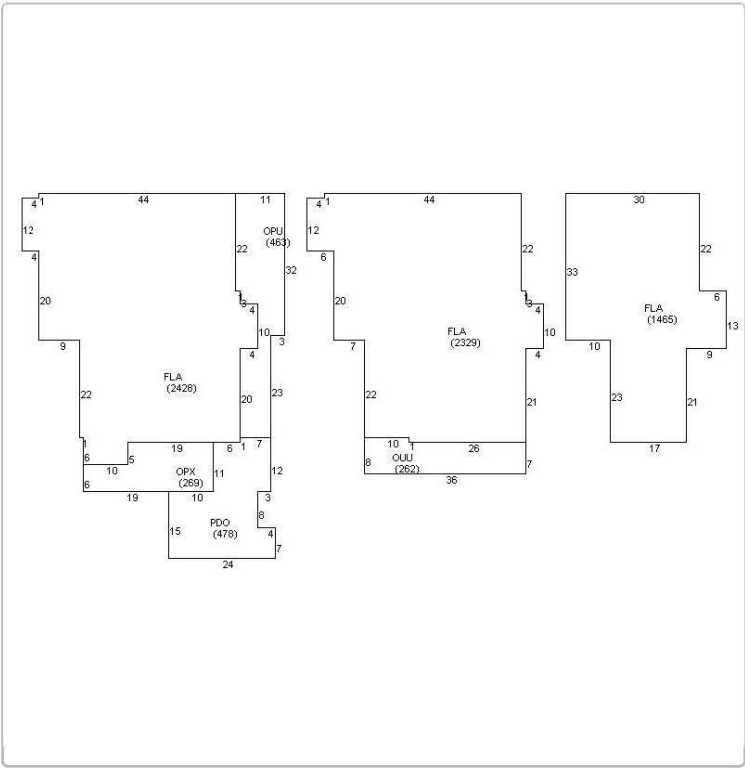
Number	Date Issued	Date Completed	Amount	Permit Type	Notes
18-00001490	5/1/2018	7/6/2018	\$6,500	Commercial	R/R APPROX 550 SF OF DECKING, N.O.C REQUIRED.
17-1919	5/24/2017	8/3/2018	\$60,000	Commercial	REMOVE AND REPLACE APPROXIMATELY 6000 SQ FT OF VINYL COATED DROP CEILING, GRID TIE LOOSE WIRES WITH HANGERS AND SIPSIES, 38 LINEAL FEET.
17-1920	5/24/2017	3/29/2018	\$10,800	Commercial	REMOVE AND REPLACE APPROXIMATELY 54 LIGHTS (INTERIOR)
17-1969	5/24/2017	4/9/2019	\$4,500	Commercial	WRAP INSULATION ON OUTSIDE OF DUCK WORK, INTERIOR ONLY
14-5019	11/4/2014	11/3/2016	\$17,500		REPAIR PORCH REPLACE TRIM AND PAINT
14-1969	8/6/2014	10/2/2014	\$2,000	Commercial	INSTALLATION OF CUSTOMER PROVIDED POSTS TO RECEIVE NEW LANDSCAPE LIGHTING, INSTALLATION OF CONCRETE BASE TO RECEIVE MISTER TWO (2) FAN POSTS, ADDITIONAL POST WILL BE MOUNTED TO DECK (CONCRETE WILL ONLY BE USED AS STRUCTURAL SUPPORT)
14-1971	7/24/2014	5/13/2017	\$16,000		(OUTDOORS) TO RECEIVE ALL NEW LANDSCAPE LIGHTING, INSTALLATION OF GFCI RECEPTS AS NECESSARY FOR MISTER FANS, INSTALL LED LIGHTING ON GABLES AND 100 L.F. LANDSCAPING, INSTALLATION OF TIMERS AND PHOTO CELLS FOR EXTERIOR LIGHTING, MC NOC under GC, MC HARC
14-0748	5/9/2014	11/24/2014	\$800	Commercial	REPLACE APPROX 60 YARDS OF EXISTING AWNING FABRIC W/ CANVAS FABRIC.
14-1208	5/6/2014	5/13/2017	\$5,800	Commercial	REMOVE AND REPLACE APPROXIMATELY 250 SF OF CONCRETE FOR ADA PARKING SPOT AND RELOCATE FENCE, RELOCATE SHED
14-1181	3/26/2014	5/13/2014	\$1,200	Commercial	REMOVAL OF INTERIOR FINISHES, REMOVAL OF APPROXIMATELY 300 SF OF NON-STRUCTURAL WALL OPENING FOR DOOR AND BAR OPENING, INSTALLATION OF TEMPORARY SAFETY CONSTRUCTION WALL- 4 X 8 PLYWOOD SHEATHING FRAMEWORK 4' AROUND PERIMETER OF SCOPE, PAINTED SAME BLUE AS BUILDING.
14-0109	1/24/2014	5/13/2017	\$32,750	Commercial	REMOVAL OF ROOF SECTION IN REAR OF ROOF OVER REAR SCUPPER APPROX. 10X12, REPAIR ROOF DECK AREA APPROX. 120 SF, INSTALLATION OF 1/4" DENSE DECK RECOVERY BOARD AND GLASS A FIRE RATING OVER ENTIRE ROOF INSTALLATION OF FIBER TITE 45 MILL SINGLE PLY ROOF SYSTEM OVER NEW RECOVERY BOARD, ROOF AREA TO BE REPAIRED IS 4820 SF
13-1404	4/12/2013		\$15,000	Commercial	CHANGE OUT 20 TON A/C CONDENSOR ONLY.
09-1551	5/29/2009		\$9,000	Commercial	REPLACE 1327 SF OF SIDING WITH 120 LF OF TRIM ON FIRST AND SECOND FLOOR, REPLACE 9 2/2 WOOD WINDOWS TO MATCH EXISTING WINDOWS COVERED WITH CORRUGATED STORM PANELS, REPLACE 200 SF OF LATTICE SKIRT.
09-0811	3/27/2009		\$2,450	Commercial	INSTALL FOUR SQRS. OF TAPERED INSULATION & FOUR SQRS. OF BUILT UP ROOFING
08-4528	12/16/2008		\$19,900	Commercial	REMOVE AND REPLACE SUB-FLOOR AND TILE IN WAIT STATION AREA, EXCAVATE AROUND EXTERIOR OF CISTERN TO WATER PROOF, FURR WALLS AND CEILING IN CISTERN/STORAGE ROOM TO INSULATE, APPLY DURAROCK AND STUCCO FINISH.
08-4208	11/12/2008		\$3,500	Commercial	DEMO EXISTING WALK-IN FREEZER AND INSTALL NEW FREEZER BOX.
08-4210	11/12/2008		\$2,355	Commercial	RUN POWER TO NEW WALK-IN FREEZER.
08-4209	11/10/2008		\$19,900	Commercial	INSTALL WALK-IN FREEZER, INDOOR CONDENSOR ON EXISTING STAND ON ROOF EXISTING POWER.
08-3247	9/4/2008		\$13,100	Commercial	REPLACE T-SPLIT A/C EQUIPMENT SEVEN TON.
08-2455	7/16/2008		\$1,500	Commercial	ROOFING
07-5481	12/20/2007		\$13,000	Commercial	REPLACE 500 SF OF DROP CEILING, TILE AND GROUT IN KITCHEN AREA, SAND AND REFINISH 625 SF OF WOOD FLOOR IN LOWER DINING AREA, SAND AND REFINISH BAR TOPS, INSTALL 300 SF OF 1X4 T&G DECKING ON SECOND FLOOR BALCONY.
07-5481	12/20/2007		\$13,000	Commercial	REPLACE 500 SF OF DROP CEILING, TILE & GRID IN KITCHEN AREA, SAND & REFINISH 625 SF, INSTALL APPROX. 300 SF OF 1X4 T&G DECKING SECOND FLOOR
06-6363	11/28/2006	3/8/2007	\$42,000	Commercial	REPLACE 4 A/C UNITS 10 TON
05-3151	7/28/2005	12/31/2005	\$8,000	Commercial	REPLACE EXISTING 20 TON C/U WITH EQUAL PER HARC
05-2805	7/6/2005	12/31/2005	\$2,000	Commercial	INSTALL ELECTRIC FOR C.U.'S
04-0558	3/11/2004	10/4/2004	\$2,400	Commercial	INSTALL DRAINS
00-2259	8/18/2000	11/1/2000	\$39,000	Commercial	PAINT OUTSIDE
00-0382	2/14/2000	11/1/2000	\$43,027	Commercial	NEW ROOF
98-2089	7/7/1998	1/1/1999	\$6,000	Commercial	WHITE PICKET FENCE
97-0866	6/29/1998	1/1/1999	\$900	Commercial	REPAINT DECK
98-0217	1/27/1998	1/1/1999	\$3,000	Commercial	INSTALL DIESEL TANK
97-4358	12/31/1997	1/1/1999	\$10,500	Commercial	INSTALL SWITCH & GENERATOR
97-1403	5/1/1997	7/1/1997	\$3,000	Commercial	SLAB FOR TRASH COMPACTOR
97-0866	3/1/1997	7/1/1997	\$900	Commercial	PAINTING
9603745	9/1/1996	9/1/1996	\$1		MECHANICAL
9603273	8/1/1996	9/1/1996	\$5,000	Commercial	PLUMBING
9603307	8/1/1996	9/1/1996	\$70,000	Commercial	PLUMBING
9603316	8/1/1996	9/1/1996	\$153,000	Commercial	ELECTRICAL
9603324	8/1/1996	9/1/1996	\$14,285	Commercial	FIRE ALARM
9603328	8/1/1996	9/1/1996	\$160,000	Commercial	MECHANICAL
9603355	8/1/1996	9/1/1996	\$5,935	Commercial	FIRE ALARM
9603404	8/1/1996	9/1/1996	\$2,500	Commercial	SIGN
9603430	8/1/1996	9/1/1996	\$17,163	Commercial	MECHANICAL
96-3461	8/1/1996	9/1/1996	\$2,300	Commercial	MECHANICAL
96-3489	8/1/1996	9/1/1996	\$15,000	Commercial	ELECTRICAL
96-3539	8/1/1996	9/1/1996	\$3,000	Commercial	MECHANICAL
9602939	7/1/1996	9/1/1996	\$810,000	Commercial	RENOVATIONS
96-2702	7/1/1996	9/1/1996	\$30,000	Commercial	RENOVATIONS
96-2996	7/1/1996	9/1/1996	\$1,000	Commercial	FENCE
9602582	6/1/1996	9/1/1996	\$1		PAINTING
96-2462	6/1/1996	9/1/1996	\$20,000	Commercial	RENOVATIONS
96-2144	5/1/1996	9/1/1996	\$25,000	Commercial	DEMO OF BLDG
96-2176	5/1/1996	9/1/1996	\$5,000	Commercial	RENOVATIONS
9500142	12/1/1995	9/1/1996	\$1		ELECTRICAL
9500217	12/1/1995	9/1/1996	\$1		MECHANICAL
9500227	12/1/1995	9/1/1996	\$1		ELECTRICAL

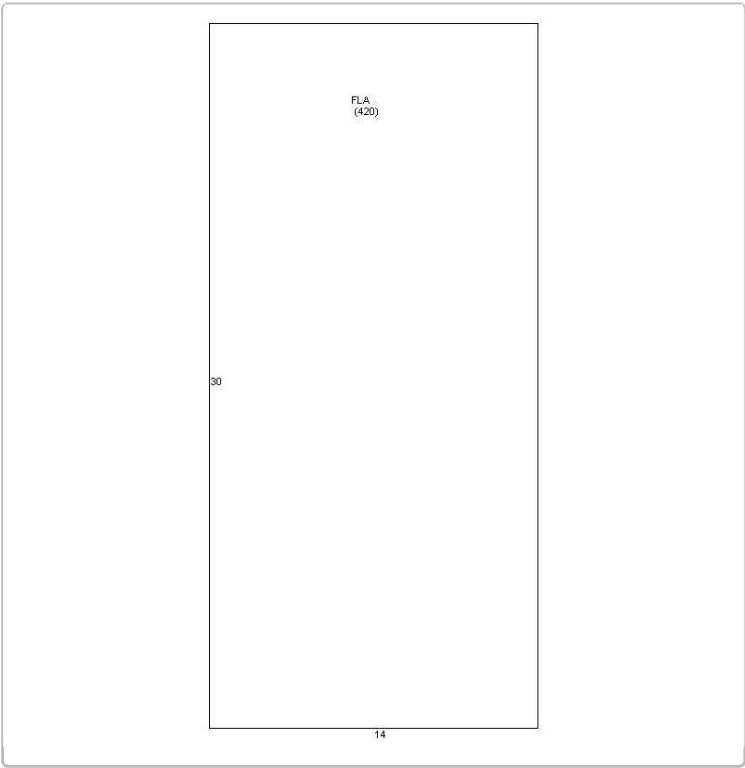
Number	Date Issued	Date Completed	Amount	Permit Type	Notes
95-0176	12/1/1995	9/1/1996	\$10,000	Commercial	RENOVATIONS
B954283	12/1/1995	9/1/1996	\$1,650	Commercial	AWNINGS
E953887	11/1/1995	12/1/1995	\$2,100	Commercial	ELECTRIC SERVICES
B953512	10/1/1995	12/1/1995	\$5,000	Commercial	DEMO INTERIOR
B953562	10/1/1995	12/1/1995	\$130,000	Commercial	REMODEL REAR BUILDING
E953566	10/1/1995	12/1/1995	\$11,300	Commercial	RENOVATIONS/ALTERATIONS
E953648	10/1/1995	12/1/1995	\$4,000	Commercial	100 KW GENERATOR
M953579	10/1/1995	12/1/1995	\$33,000	Commercial	REPLACE 4/10-1/5 TON AC
P953533	10/1/1995	12/1/1995	\$7,064	Commercial	PLUMBING
E952971	9/1/1995	9/1/1995	\$7,000		ELECTRICAL SERVICE
M953009	9/1/1995	9/1/1995	\$2,500		WALKIN COOLER
M953021	9/1/1995	9/1/1995	\$3,000		FIRE SUPPRESSION SYSTEM
A952634	8/1/1995	9/1/1995	\$6,300	Commercial	7 SQS V-CRIMP ROOF
B952219	7/1/1995	9/1/1995	\$35,000	Commercial	CONSTRUCT PAVILION BAR
B951953	6/1/1995	9/1/1995	\$25,000		UPGRADE INT. FRAMING
E951977	6/1/1995	9/1/1995	\$1,500		ELECTRICAL
E951992	6/1/1995	9/1/1995	\$1,500		ELECTRICAL
M952032	6/1/1995	9/1/1995	\$6,500		COOLERS/ANSUL SYSTEM
P951798	6/1/1995	9/1/1995	\$10,000		PLUMBING
P951996	6/1/1995	9/1/1995	\$500		PLUMBING
B951514	5/1/1995	9/1/1995	\$30,000		COMPLETE FNDTN/STRUCTURAL
B951717	5/1/1995	9/1/1995	\$2,500		WOOD DECK
E951705	5/1/1995	9/1/1995	\$1,000		TEMP SERVICE
E951758	5/1/1995	9/1/1995	\$16,620		ELECTRICAL
B951252	4/1/1995	9/1/1995	\$1,000		PAINT BUILDING
B950666	3/1/1995	9/1/1995	\$3,000		DEMO INTERIOR WALLS
B950682	3/1/1995	9/1/1995	\$950		REPAIR ROOF
B950706	3/1/1995	9/1/1995	\$6,500		PREP & PRIME
B950906	3/1/1995	9/1/1995	\$5,000		DRYWALL INT 3RD FLOOR
B950976	3/1/1995	9/1/1995	\$5,000		NEW PIERS/BEAMS/1ST FL.
E950668	3/1/1995	9/1/1995	\$300		TEMP SERVICE
E950787	3/1/1995	9/1/1995	\$300		MINIMUM FEE
M950669	3/1/1995	9/1/1995	\$8,000		5 TON/7.5 TON AC
A950506	2/1/1995	9/1/1995	\$55,000		40 SQS SHIN/56 SQS SNGL

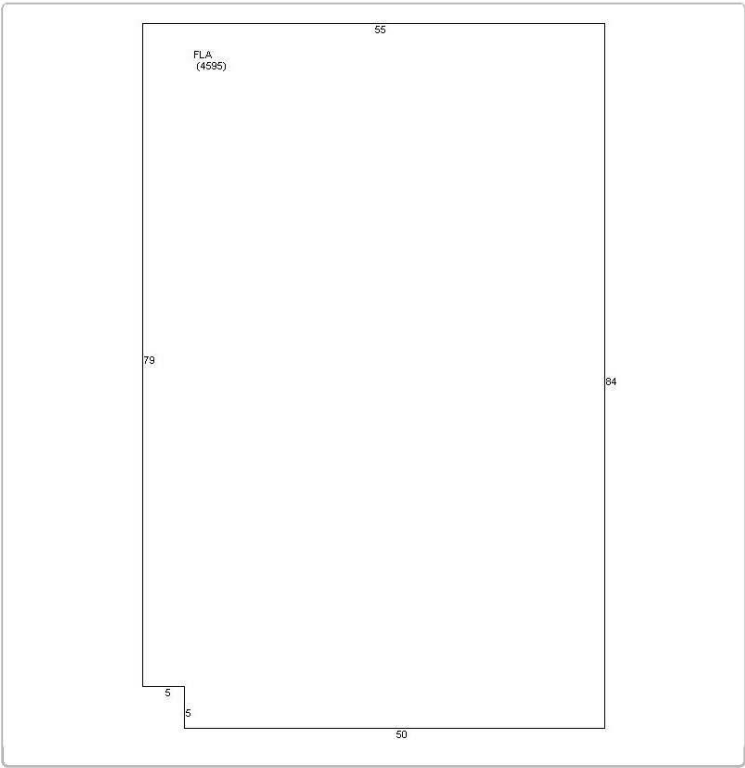
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