

Staff Report

**THE CITY OF KEY WEST
PLANNING BOARD
Staff Report**



To: Chair and Planning Board Members

From: Kevin Bond, AICP, LEED Green Associate, Senior Planner

Through: Thaddeus Cohen, Planning Director

Meeting Date: April 16, 2015

Agenda Item: **Conditional Use – 1000 Atlantic Boulevard (RE # 00058800-000000, AK # 1059293)** – A request for conditional use approval for a mobile food concession as a food service facility associated with recreational activities on property located within the Public and Semipublic Services (PS) Zoning District pursuant to Sections 122-62 and 122-1018(8) of the Land Development Regulations of the Code of Ordinances of the City of Key West, Florida

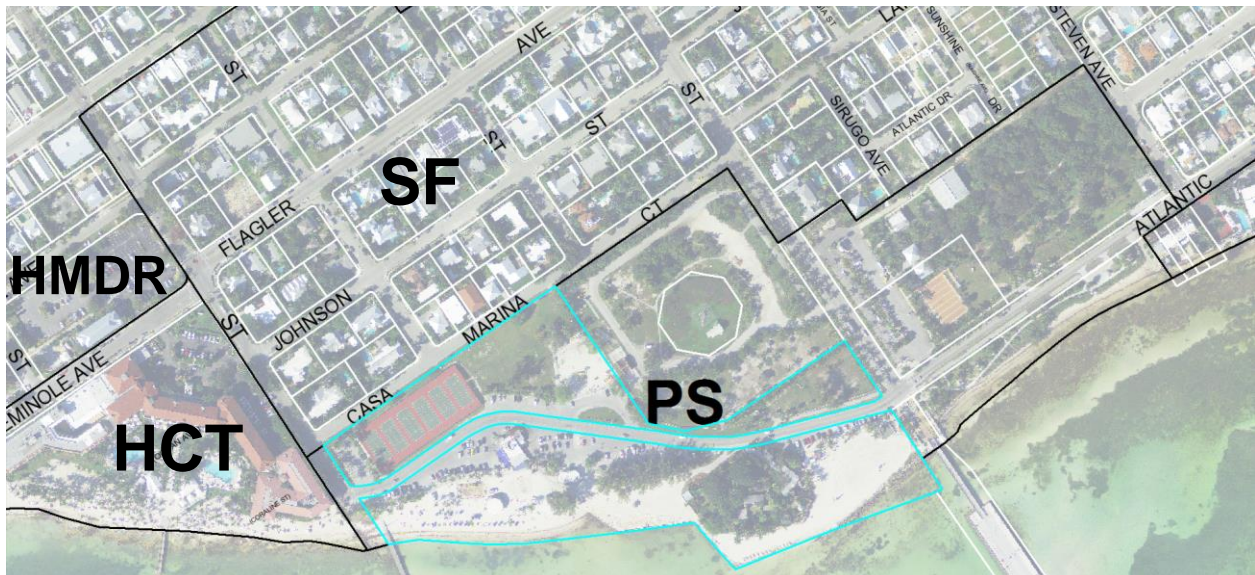
Request: To allow Pamela Uslander to serve paletas, a Latin American ice pop usually made from fresh fruit, from a mobile cart at Higgs Beach.

Applicant: Kevin Wilson, Director, Public Works & Engineering Division

Property Owner: Monroe County, Florida

Location: 1000 Atlantic Boulevard (RE # 00058800-000000, AK # 1059293)

Zoning: Public and Semipublic Services (PS)



Background:

The property, known as Higgs Beach, is bounded by the Atlantic Ocean, Reynolds Street, Casa Marina Court and White Street. The property is comprised of parks, beaches, tennis courts, a bandstand, playground, pavilions, the West Martello Tower, the Salute restaurant and a watersports concession. The property is not located within the historic district.

Higgs Beach is property owned by Monroe County. Last year, the County solicited proposals for two mobile retail concessions in the park, one of which was for a snack and/or drink vendor who would offer products not currently available at Salute. The second concession would have been for recreational or watersports products, but no proposals were submitted. The winning food vendor proposal was submitted by Pamela Uslander, who proposed to operate a mobile food cart.

The property is located within the City’s Public and Semipublic Services (PS) Zoning District. “Restaurants and food service facilities associated with recreational activities” is listed as a conditional use within the PS Zoning District, pursuant to City Code Section 122-1018(8). The proposed use does not fall under the City’s mobile vendor ordinance because the use would not take place on City streets or property. Therefore, this new food vendor at Higgs Beach must be reviewed as a conditional use.

Request / Proposed Use:

The proposed use is a mobile food cart selling paletas, a Latin American ice pop usually made from fresh fruit. The County has executed a lease agreement with Pamela Uslander, who will be doing business as Higgs Beach Paletas. The lease allows Ms. Uslander to operate a mobile vendor concession with the Higgs Beach park boundary, and she must park the cart in a designated parking space, but at least 50 feet away from existing park vendors. The one-year lease term began on January 1, 2015 and has an option for a two-year extension. The lease states that the operation must be open for service 365 days per year and operate from 10:00 AM to sunset, as a minimum. The cart is required to setup and depart the property each day. The lease prohibits the mobile food concession from being located on Higgs Beach for any reason.

Surrounding Zoning and Uses:

North: Single Family Residential (SF), Residential uses

South: Conservation-Open Water (C-OW), Atlantic Ocean

East: Public and Semipublic Services (PS), Indigenous Park, Rest Beach Park, White Street Pier

West: Historic Commercial Tourist (HCT), Casa Marina resort

Process:

Development Review Committee:	March 26, 2015
Planning Board:	April 16, 2015
Local Appeal Period:	10 days
DEO Review:	Up to 45 days

Conditional Use Review

The purpose of conditional use review, pursuant to City Code Section 122-61, is to ensure that a conditional use shall only be permitted on specific sites where the proposed use may be adequately accommodated without generating adverse impacts on properties and land uses

within the immediate vicinity. City Code Chapter 122, Article III sets forth provisions and criteria for consideration of conditional uses on specific sites. Conditional uses shall be permitted only upon a finding that the proposed use satisfies this article.

Conditional Use Specific Criteria pursuant to Code Section 122-62

(a) Findings

Code Section 122-62(a) provides, in part, that “a conditional use shall be permitted upon a finding by the Planning Board that the proposed use, application, and, if applicable, development plan comply with the criteria specified in this section, including specific conditions established by the Planning Board and or the City Commission during review of the respective application in order to ensure compliance with the comprehensive plan and land development regulations.” This section also specifies that “a conditional use shall be denied if the city determines that the proposed use does not meet the criteria provided in this section and, further, that the proposed conditional use is adverse to the public’s interest.”

(b) Characteristics of use

The proposed conditional use would allow a mobile food cart to be established in a parking space at Higgs Beach and sell frozen fruit treats as a food service facility associated with the recreational activities of the public park. The characteristics of the proposed conditional use are evaluated below.

(1) Scale and intensity of the proposed conditional use as measured by the following:

a. Floor area ratio (FAR):

No change in floor area is proposed. The proposed use does not involve any permanent structures or covered areas that would constitute FAR.

b. Traffic generation:

No change anticipated.

c. Square feet of enclosed space for each specific use:

None proposed.

d. Proposed employment:

The proposed use would be operated by one person, Ms. Uslander.

e. Proposed number and type of service vehicles:

According to Ms. Uslander, the cart is walked to and from the property without service vehicles.

f. Off-street parking needs:

No parking need would be generated by the proposed use, and no consumption or seating area is proposed.

(2) On- or off-site improvement needs generated by the proposed conditional use and not identified above including the following:

a. Utilities

None expected.

b. Public facilities, especially any improvements required to ensure compliance with concurrency management as provided in City Code Chapter 94

None expected.

c. Roadway or signalization improvements, or other similar improvements

None expected.

d. Accessory structures or facilities

None expected.

e. Other unique facilities/structures proposed as part of site improvements

None proposed.

(3) On-site amenities proposed to enhance site and planned improvements, including mitigative techniques such as:

a. Open space

No change proposed.

b. Setbacks from adjacent properties

No change proposed.

c. Screening and buffers

No change proposed.

d. Landscaping berms proposed to mitigate against adverse impacts to adjacent sites

None required or proposed.

e. Mitigative techniques for abating smoke, odor, noise and other noxious impacts

No noxious impacts expected.

(c) *Criteria for conditional use review and approval*

Pursuant to City Code Section 122-62(c), applications for a conditional use shall clearly demonstrate the following:

(1) Land use compatibility

The proposed use would be located within the existing park property in a designated parking space according to the County lease. The proposed use is anticipated to be compatible and harmonious with on-site and adjacent uses, and would not adversely impact the immediate vicinity.

(2) Sufficient site size, adequate site specifications and infrastructure to accommodate the proposed use

The size and shape of the site are adequate to accommodate the proposed scale and intensity of the conditional use requested.

(3) Proper use of mitigative techniques

No adverse impacts anticipated.

(4) Hazardous waste

None expected or proposed.

(5) Compliance with applicable laws and ordinances

The applicant would comply with all applicable laws and regulations as a condition of approval. The County lease requires Ms. Uslander to obtain all required licenses.

(6) Additional criteria applicable to specific land uses

Applicants for conditional use approval shall demonstrate that the proposed conditional use satisfies the following specific criteria designed to ensure against potential adverse impacts which may be associated with the proposed land use:

a. Land uses within a conservation area: N/A

b. Residential development: N/A

c. Commercial or mixed use development:

Staff has reviewed the proposed use for land use compatibility based on compliance with the City LDRs, and considered any possible impacts on historic resources, access, pedestrian circulation, solid waste generation and site amenities. Staff's recommendation reflects this review and consideration.

d. Development within or adjacent to historic district:

The property is not located within the Key West Historic District. No adverse impacts are expected to adjacent property within historic zoning districts.

e. Public facilities or institutional development: N/A

f. Commercial structures, uses and related activities within tidal waters: N/A

g. Adult entertainment establishments: N/A

RECOMMENDATION:

The Planning Department, based on the criteria established by the Comprehensive Plan and the Land Development Regulations, recommends to the Planning Board that the request for Conditional Use be **APPROVED**.

Draft Resolution

**PLANNING BOARD
RESOLUTION NO. 2015-**

A RESOLUTION OF THE CITY OF KEY WEST PLANNING BOARD GRANTING A CONDITIONAL USE APPROVAL FOR A MOBILE FOOD CONCESSION AS A FOOD SERVICE FACILITY ASSOCIATED WITH RECREATIONAL ACTIVITIES AT HIGGS BEACH ON PROPERTY LOCATED AT 1000 ATLANTIC BOULEVARD (RE # 00058800-000000, AK # 1059293) WITHIN THE PUBLIC AND SEMIPUBLIC SERVICES (PS) ZONING DISTRICT PURSUANT TO SECTIONS 122-62 AND 122-1018(8) OF THE LAND DEVELOPMENT REGULATIONS OF THE CODE OF ORDINANCES OF THE CITY OF KEY WEST, FLORIDA; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the subject property is located within the Public and Semipublic Services (PS) Zoning District; and

WHEREAS, pursuant to Sections 122-62 and 122-1018(8) of the Land Development Regulations (the "LDRs") of the Code of Ordinances (the "Code") of the City of Key West, Florida (the "City"), the applicant filed a conditional use application for the proposed mobile food cart serving frozen fruit treats, called paletas, within the Higgs Beach park boundaries in a designated parking space on property located at 1000 Atlantic Boulevard; and

WHEREAS, City Code Section 122-62 outlines the criteria for reviewing a conditional use application by the Planning Board; and

WHEREAS, this matter came before the Planning Board at a duly noticed public hearing on April 16, 2015; and

WHEREAS, the Planning Board found that the proposed use complies with the criteria in

_____ Chairman
_____ Planning Director

City Code Sections 122-62 and 122-63; and

WHEREAS, the approval of the conditional use application will be in harmony with the general purpose and intent of the LDRs, and will not be injurious to the neighborhood, or otherwise detrimental to the public welfare.

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

Section 1. That the above recitals are incorporated by reference as fully set forth herein.

Section 2. That a conditional use request, pursuant to Sections 122-62 and 122-1018(8) of the Code of Ordinances of the City of Key West, Florida is hereby approved as follows: allowing a mobile food concession as a food service facility associated with recreational activities within the Higgs Beach park boundaries in a designated parking space on property located at 1000 Atlantic Boulevard (RE # 00058800-000000, AK # 1059293), consistent with the attached lease.

Section 3. Full, complete, and final application for all permits required for which this resolution is wholly or partly necessary, shall be submitted in its entirety within 12 months after the date hereof.

Section 4. This conditional use approval does not constitute a finding as to ownership or right to possession of the property, and assumes, without finding, the correctness of applicant's assertion of legal authority respecting the property.

Section 5. This resolution shall go into effect immediately upon its passage and adoption and authentication by the signatures of the presiding officer and the Clerk of the Commission.

Section 6. This resolution is subject to appeal periods as provided by the City of Key

West Code of Ordinances (including the Land Development Regulations). After the City appeal period has expired, this permit or development order will be rendered to the Florida Department of Economic Opportunity. Pursuant to Chapter 73C-44, F.A.C., this permit or development order is not effective for 45 days after it has been properly rendered to the DEO with all exhibits and applications attached to or incorporated by reference in this approval; that within the 45-day review period the DEO can appeal the permit or development order to the Florida Land and Water Adjudicatory Commission; and that such an appeal stays the effectiveness of the permit until the appeal is resolved by agreement or order.

Read and passed on first reading at a regularly scheduled meeting held this ____ day of _____, 2015.

Authenticated by the Chairman of the Planning Board and the Planning Director.

Richard Klitenick, Planning Board Chairman

Date

Attest:

Thaddeus Cohen, Planning Director

Date

Filed with the Clerk:

Cheryl Smith, City Clerk

Date

_____ Chairman
_____ Planning Director

Application

DEVELOPMENT PLAN AND CONDITIONAL USE APPLICATION

City of Key West Planning Department
3140 Flagler Avenue, Key West, FL 33040
(305) 809-3720



RECEIVED

MAR 02 2015

Development Plan & Conditional Use Application

CITY OF KEY WEST
PLANNING DEPT.

Applications will not be accepted unless complete

Development Plan

Major _____

Minor _____

Conditional Use

X

Historic District

Yes _____

No ✓

Please print or type:

- 1) Site Address HUGGS BEACH PARK - ATLANTIC BLVD, KEY WEST, FL.
- 2) Name of Applicant MONROE COUNTY
- 3) Applicant is: Owner X Authorized Representative _____
(attached Authorization and Verification Forms must be completed)
- 4) Address of Applicant 1100 SIMONSON ST.
KEY WEST, FL 33040
- 5) Applicant's Phone # 305 295-4307 Email wilson-kevin@monroecounty-fl.gov
- 6) Email Address: _____
- 7) Name of Owner, if different than above —
- 8) Address of Owner _____
- 9) Owner Phone # _____ Email _____
- 10) Zoning District of Parcel PS RE# 00058800-00000
- 11) Is Subject Property located within the Historic District? Yes _____ No X
If Yes: Date of approval _____ HARC approval # _____
OR: Date of meeting —

12) Description of Proposed Development and Use. Please be specific, list existing and proposed buildings and uses, number of dwelling units, parking, restaurant seats, vehicles proposed, etc. If there is more than one use, describe in detail the nature of each use (Give concise description here and use a separate sheet if necessary).

NEW FOOD SERVICE VENDOR (MOBILE CART)
TO BE LOCATED WITHIN THE PARK BOUNDARIES
IN A DESIGNATED PARKING SPACE.

* NO CHANGE TO EXISTING PARK USE

DEVELOPMENT PLAN AND CONDITIONAL USE APPLICATION
City of Key West Planning Department
3140 Flagler Avenue, Key West, FL 33040
(305) 809-3720



13) Has subject Property received any variance(s)? Yes _____ No UNKNOWN

If Yes: Date of approval _____ Resolution # _____

Attach resolution(s).

14) Are there any easements, deed restrictions or other encumbrances on the subject property?

Yes X No _____

If Yes, describe and attach relevant documents.

FAA TOWER LOCATION, FEDERAL LANDS TO PARKS
CONVERSION

A. For both *Conditional Uses* and *Development Plans*, provide the information requested from the attached **Conditional Use and Development Plan** sheet.

B. For *Conditional Uses* only, also include the **Conditional Use Criteria** required under Chapter 122, Article III, Sections 122-61 and 122-62 of the Land Development Regulations (see attached copy of criteria).

C. For *Major Development Plans* only, also provide the **Development Plan Submission Materials** required under Chapter 108, Article II, Division 7, Sections 108-226 through 108-248 of the Land Development Regulations (see attached copy of criteria) and any additional information as determined by the Planning Staff.

D. For both *Conditional Uses* and *Development Plans*, one set of plans **MUST** be signed & sealed by an Engineer or Architect.

Please note, development plan and conditional use approvals are quasi-judicial hearings and it is improper to speak to a Planning Board member or City Commissioner about the project outside of the hearing.

County of Monroe
The Florida Keys



BOARD OF COUNTY COMMISSIONERS

Mayor Danny L. Kolhage, District 1
Mayor Pro Tem Heather Carruthers, District 3
George Neugent, District 2
David Rice, District 4
Sylvia J. Murphy, District 5

February 25, 2015

Kevin Bond, AICP
City of Key West Planning Department
3140 Flagler Avenue
Key West, Florida 33040-4602

RECEIVED

MAR 02 2015

**CITY OF KEY WEST
PLANNING DEPT.**

Subject: Higgs Beach Mobile Vendor – Conditional Use Permit Application

Dear Mr. Bond,

As requested, please find attached a Conditional Use Permit Application to allow the operation of a mobile vendor at Higgs Beach Park. It is our understanding that the City of Key West issued a Business Tax Receipt to Pamela Uslander on January 14, 2015 to operate a take-out food cart on Higgs Beach (attached). The license was conditioned upon Monroe County submitting a Conditional Use Application to the City of Key West.

If you have any questions or need additional information to process the Conditional Use Permit Application, please feel free to contact me at the number below.

Sincerely,

A handwritten signature in blue ink, appearing to read "Kevin Wilson".

Kevin Wilson, PE
Division Director
Monroe County Public Works & Engineering Division
1100 Simonton Street
Key West, FL 33040
305 295-4307
Wilson-kevin@monroecounty-fl.gov

Verification Form

**City of Key West
Planning Department**



Verification Form

(Where Authorized Representative is an individual)

I, KEVIN WILSON, being duly sworn, depose and say that I am the Authorized Representative of the Owner (as appears on the deed), for the following property identified as the subject matter of this application:

HIGGS BEACH PARK - ATLANTIC BLVD KEY WEST, FL
Street address of subject property

All of the answers to the above questions, drawings, plans and any other attached data which make up the application, are true and correct to the best of my knowledge and belief. In the event the City or the Planning Department relies on any representation herein which proves to be untrue or incorrect, any action or approval based on said representation shall be subject to revocation.

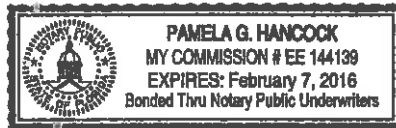

Signature of Authorized Representative

Subscribed and sworn to (or affirmed) before me on this February 26, 2015 by
date

Kevin G. Wilson
Name of Authorized Representative

He/~~She~~ is personally known to me or ~~has presented~~ _____ as identification.


Notary's Signature and Seal



Name of Acknowledger typed, printed or stamped

Commission Number, if any

**City of Key West
Planning Department**



Verification Form

(Where Authorized Representative is an individual)

I, PAMELA USLANDER being duly sworn, depose and say that I am the Authorized Representative of the Owner (as appears on the deed), for the following property identified as the subject matter of this application:

1000 ATLANTIC BLVD. KEY WEST, FL. 33040
Street address of subject property

All of the answers to the above questions, drawings, plans and any other attached data which make up the application, are true and correct to the best of my knowledge and belief. In the event the City or the Planning Department relies on any representation herein which proves to be untrue or incorrect, any action or approval based on said representation shall be subject to revocation.

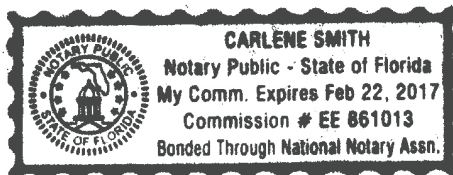
Pamela Uslander
Signature of Authorized Representative

Subscribed and sworn to (or affirmed) before me on this 1/14/15 by
Pamela Uslander
Name of Authorized Representative
date

He/She is personally known to me or has presented Illinois DL U245-6675-7804 as identification.

CSmith
Notary's Signature and Seal

Name of Acknowledger typed, printed or stamped



Commission Number, if any

LEASE AGREEMENT FOR HIGGS BEACH CONCESSION

THIS LEASE AGREEMENT is made and entered into on the 10th day of December 2014, by and between MONROE COUNTY, a political subdivision of the State of Florida, hereinafter referred to as County or LESSOR, and Pamela Uslander, hereinafter referred to as LESSEE or Tenant;

WHEREAS, LESSOR is the owner of Clarence Higgs Beach Park, hereafter Beach or Premises, that has space(s) available for mobile concessions; and

WHEREAS, County advertised via the competitive solicitation process a Request for Proposals (RFP) for Mobile Retail Merchandise and Food Concessions at Higgs Beach, through which the LESSEE was deemed the highest ranked responsive, conforming bidder, and

WHEREAS, LESSOR desires to grant to LESSEE the right to operate a concession at Higgs Beach at Key West, Florida, and

WHEREAS, LESSEE desires to enter into such a lease and represents to the LESSOR that it is qualified to operate a concession and has the financial resources to undertake such an operation; now, therefore

IN CONSIDERATION of the premises and of mutual covenants and promises hereinafter contained, the parties do hereby agree as follows:

1. Premises - LESSOR hereby leases to LESSEE a mobile vendor space within the boundary of Clarence Higgs Beach Park (Exhibit A) for use as a Concession. The mobile vendor must park in a designated parking space at least 50 feet away from existing park vendors.

2. Lease Documents – The lease documents, of which this agreement is a part, consists of the lease documents, which are as follows: This agreement and any amendments executed by the parties hereafter, together with the RFP, the response to the RFP and all required insurance documentation. In the event of a discrepancy between the documents, precedence shall be determined by the order of the documents as just listed.

3. (a) The LESSEE will sell paletas, a frozen treat made from fruit and cream, via a mobile food cart. The County reserves the right to reject any items it finds inappropriate, objectionable or not in the best interests of the County. LESSEE is permitted to employ entertainment in the form of a tape/CD, iPod, or internet sound system. Other forms of entertainment may be permitted with the written consent of the Director, Public Works & Engineering or his designee. Where permitted, no sound source shall be permitted that is so loud that it emanates outside of the LESSEE's concession space.

(b) The LESSEE must comply with all the applicable requirements of the statutes, rules, ordinances, regulations, orders and policies of the federal, state, county and city governments either in effect on the effective date of this lease or later adopted.

(c) LESSEE shall be required to obtain Monroe County and City of Key West Occupational Licenses before beginning operations. LESSEE shall also be responsible for obtaining any additional licenses which may be required by LESSEE's operations at Higgs Beach before beginning operations. A copy of all licenses must be provided to the County's contract manager within 15 days of contract award.

(d) Notwithstanding anything herein contained that may be or appear to be, to the contrary, it is expressly understood and agreed that the rights granted under this agreement are nonexclusive and the LESSOR herein reserves the right to grant similar privileges to another LESSEE or other LESSEE on other parts of Higgs Beach.

4. Term - This lease agreement will take effect on the 1st day of January 2015, and will terminate on the 31st day of December 2015, unless terminated earlier under another paragraph of this agreement. This lease may be renewed, at the County's discretion, for (2) two additional (2) two year terms upon written request by the LESSOR, which will be provided at least 60 days prior to termination of the lease.

5. Rental and Fees

(a) RENT: LESSEE agrees to pay LESSOR rent in the amount of \$ 100.00 per month, for retail concession space. Rental payments are due by the 1st day of the month for which the rent is due.

(b) Percent (%) GROSS TAXABLE SALES: In addition to the monthly rental payment, LESSEE agrees to pay LESSOR 5% of the annual gross revenues or a guaranteed minimum annual fee of \$1,200.00, whichever is greater, generated by LESSEE's operations. Annual gross revenues are determined on a calendar year basis. A calendar year shall run from January 1st through December 31st inclusive. Payment of charges under this subparagraph shall be made in monthly installments. A statement, including proof of monthly revenue and a log documenting hours of operation, shall be provided by the LESSEE to the LESSOR each month. LESSEE shall remit the greater amount of either 5% of gross taxable sales or 1/12 of the annual guaranteed minimum (\$100.00) monthly on an arrears basis. Payment shall be made no later than the 25th day of the month payment is due, i.e. January payment by February 25, February by March 25, etc. In the event the total amount paid during any calendar year period is less than the greater of the fees set forth in this contract, LESSEE shall remit the difference by February 28 of the year subsequent to the calendar year for which the charge is due.

(c) LESSEE shall open the operation for business on January 1, 2015.

LESSEE MUST OPEN FOR BUSINESS WITHIN 14 DAYS OF THE EFFECTIVE DATE

(d) LESSEE shall maintain all books, records, and documents directly pertinent to performance under this Agreement in accordance with generally accepted accounting principles consistently applied. Each party to this Agreement or their authorized representatives shall have reasonable and timely access to such records of each other party to this Agreement for public records purposes during the term of the Agreement and for four years following the termination of this Agreement. An annual operating statement prepared by a Certified Public Accountant must be provided to the LESSOR on or before February 28 of the following year.

(e) The LESSEE must pay all assessments, taxes, including sales taxes, levied by any governmental body with the power to impose assessments or taxes. The LESSEE must provide

Handwritten notes:
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1/21/14
MS
12/10/14

the County with the sales tax records for each year on or before February 28 of the following year.

(f) The LESSEE must provide all items and equipment needed for the operation including, but not limited to: vehicle and/or mobile cart, shelving, display cases, tables, chairs, refrigeration units, etc. LESSEE'S items and equipment must be removed from the premises at the end of each day.

(g) Notwithstanding anything set forth in paragraph 9 of this agreement, if the LESSEE fails to pay any rents or fees due under this lease within 15 days after the LESSOR notifies the LESSEE in writing that the rent or charge is overdue, then the LESSOR may, in its discretion, either immediately or later, expel the LESSEE and any persons claiming the premises by or through the LESSEE, and remove any of the LESSEE's effects without being guilty of trespass and without prejudice or waiver to any other available remedy the LESSOR might have for the recovery of the rent or charges due from the LESSEE. Upon the LESSEE'S expulsion, this lease will terminate. However, the LESSEE'S obligation to pay the rent or charges due will survive the termination. Overdue rent and charges will accrue interest beginning on the 16th day after the LESSEE was notified in writing by the LESSOR that the renter charges were overdue. The interest rate will be that established by the Comptroller under Sec. 55.03, F.S., for the year in which the rent or charge first became overdue.

6. The LESSEE agrees to furnish good, prompt and efficient service to meet all demands for concession service at the Beach. The operation must be open for service 365 days per year and will operate from 10:00 a.m. to sunset, as a minimum. The hours can be revised by mutual consent. For purposes of setting up the concession in the morning and closing the concession in the evening, LESSEE may arrive one half hour prior to, and depart no later than one half hour after, the hours of operation. **LESSEE'S MOBILE CONCESSION WILL NOT OTHERWISE BE LOCATED ON HIGGS' BEACH FOR ANY REASON.**

7. (a) The LESSEE must provide an adequate number of covered metal waste containers at its operation. LESSEE shall provide separate containers for waste and for recyclables. LESSEE must deposit all trash, waste and recyclables in those containers for proper disposition of the waste and recyclables at the place designated by the LESSOR.

(b) No signs, advertising, or awnings may be erected by the LESSEE, unless they are approved by the Director, Public Works & Engineering or his designee in writing.

(c) The LESSEE is responsible for the maintenance of the LESSEE's operation, including the equipment used by LESSEE and/or offered for rental.

8. Except as otherwise provided herein, the LESSOR may cancel this agreement when, after giving the LESSEE 30 days written notice that an act of default has occurred, the LESSEE fails or cannot cure the following:

(a) The appointment of a receiver of the LESSEE's assets.

(b) The divestiture of the LESSEE's interest in the lease by court order or other operation of law.

(c) The LESSEE's abandonment of the operation. Failure to open the operation and keep it open during the business hours described in this agreement for seven (7) consecutive days shall constitute abandonment.

(d) The failure of the LESSEE to timely perform any of the obligations required of it under this agreement.

No waiver of default by the LESSOR of any of the obligations required of the LESSEE under this agreement may be construed as a waiver of any subsequent default of any of the obligations that are required to be performed, kept or observed by the LESSEE. The LESSOR's waiver of an act of default by the LESSEE is not a waiver of the right of the LESSOR to later cancel this agreement because of the LESSEE's failure to subsequently perform an obligation or obligations under this lease agreement.

9. If the LESSEE is not in default of its obligation to pay the rent and the charges, then the LESSEE may cancel this agreement when, after giving the LESSOR 30 days written notice of an act of default, the LESSOR fails or cannot cure, or fails to timely perform, the obligations required of it under this lease agreement.

10. (a) Before entering the premises, the LESSEE must obtain insurance in the amounts and according to the conditions described as follows:

The LESSEE will be responsible for all necessary insurance coverage which includes, at a minimum:

- ~~Worker's Compensation - \$100,000 Bodily Injury by Accident;~~
- ~~\$500,000 Bodily Injury by Disease, policy limits;~~
- ~~\$100,000 Bodily Injury by Disease, each employee~~
- ~~Vehicle Liability - \$100,000 combined single limit~~
- General Liability - \$300,000 combined single limit

Handwritten notes:
Panama (unclear)
11/20/14
1/7/14
12/5/14
MS
12-10-14

Certificates of Insurance must be provided to Monroe County within fifteen days after award of proposal. If the proper insurance forms are not received within the fifteen days, proposal may be awarded to the next selected respondent. LESSEE cannot begin operating until Certificates of Insurance have been received by the County.

The Monroe County Board of County Commissioners will be included as "Additional Insured" on all policies, except workers compensation, issued to satisfy the above requirements. All forms of insurance required above shall be from insurers acceptable to the County.

All insurance policies must specify that they are not subject to cancellation, non-renewal, material change, or reduction in coverage unless a minimum of thirty days prior notification is given to the County by the insurer.

(b) The LESSEE must keep in full force and affect the insurance described during the term of this agreement. If the insurance policies originally purchased that meet the requirements are canceled, terminated or reduced in coverage, then the LESSEE must immediately substitute complying policies so that no gap in coverage occurs.

(c) The insurance required of the LESSEE in this paragraph is for the protection of the County, its property and employees, and the general public. The insurance requirement is not, however, for the protection of any specific member of the general public who might be injured because of an act or omission of the LESSEE. The insurance requirements of this paragraph do not make any specific injured member of the general public a third party beneficiary under this agreement. Therefore, any failure by the County to enforce this paragraph, or evict the LESSEE if the LESSEE becomes uninsured or underinsured, is not a breach of any duty or obligation owed to any specific member of the general public and cannot form the basis of any County liability to a specific member of the general public or his/her dependents, or estate or heirs.

(d) Notwithstanding anything set forth in paragraph 9 of this agreement, the LESSOR may treat the LESSEE in default if the LESSEE, after entering the premises but before beginning its operation, does not have the insurance required by subparagraph 11(a). Before the County may terminate the agreement in this situation, the County must give the LESSEE a written notice of the default stating that, if the required insurance is not obtained within ten (10) days of the LESSEE's receipt of notice, then the County will cancel this agreement. The County may treat the LESSEE in default and cancel this agreement if the LESSEE, after starting the operation, fails to keep in full force and effect the insurance required by subparagraph 11(a). Before treating the LESSEE in default and terminating the agreement in this situation, the County need only provide the LESSEE 24-hour notice by FAX or overnight courier. The County may, but need not, provide LESSEE with an opportunity to cure the default.

11. Notwithstanding anything herein contained that may be, or appear to be, to the contrary, it is expressly understood and agreed that the rights granted under this agreement are nonexclusive and the LESSOR herein reserves the right to grant similar privileges to another LESSEE or other LESSEES on other parts of the Beach.

12. At the end of this agreement (or any renewal), the LESSEE's right to the premises, the use of Beach facilities, and any other right or privilege granted under this agreement ceases. All equipment, improvements, furnishings and other property of the LESSEE at the premises are personal to the LESSEE and remain the property of the LESSEE and must be removed by him. The LESSEE must also restore the premise to its original condition, ordinary wear and tear and damage by causes beyond the control of the LESSEE excepted.

13. LESSOR may enter upon the premises at any reasonable time, with advance notice, for any purpose connected with the performance of the LESSOR's obligations under this agreement or in the exercise of its governmental functions.

14. The LESSEE may not assign this agreement, or any part of it, or sublease the premises, or any portion of the premises, without the written approval of the LESSOR. The change of the LESSEE's status from an individual to a partnership or corporation is an assignment under this paragraph requiring the LESSOR's approval. If the LESSEE is approved to do business in the corporate form, any assignment of a controlling interest in the corporate stock is also an assignment under this paragraph that requires the LESSOR's approval. All the obligations of this agreement will extend to the legal representatives, successors and assigns of the LESSEE and LESSOR.

15. Hold Harmless - Notwithstanding any minimum insurance requirements prescribed elsewhere in this agreement, LESSEE shall defend, indemnify and hold the County and the

County's elected and appointed officers and employees harmless from and against (i) any claims, actions or causes of action, (ii) any litigation, administrative proceedings, appellate proceedings, or other proceedings relating to any type of injury (including death), loss, damage, fine, penalty or business interruption, and (iii) any costs or expenses that may be asserted against, initiated with respect to, or sustained by, any indemnified party by reason of, or in connection with, (A) any activity of LESSEE or any of its employees, agents, contractors or other invitees during the term of this lease, (B) the negligence or willful misconduct of LESSEE or any of its employees, agents, contractors or other invitees, or (C) LESSEE's default in respect of any of the obligations that it undertakes under the terms of this lease, except to the extent the claims, actions, causes of action, litigation, proceedings, costs or expenses arise from the intentional or sole negligent acts or omissions of the County or any of its employees, agents, contractors or invitees (other than LESSEE). Insofar as the claims, actions, causes of action, litigation, proceedings, costs or expenses relate to events or circumstances that occur during the term of this lease, this Section will survive the expiration of the term of this lease or any earlier termination of this lease.

16. Nondiscrimination - LESSEE agrees that there will be no discrimination against any person, and it is expressly understood that upon a determination by a court of competent jurisdiction that discrimination has occurred, this Agreement automatically terminates without any further action on the part of any party, effective the date of the Court order. LESSOR and LESSEE agree to comply with all Federal and Florida statutes, and all local ordinances, as applicable, relating to nondiscrimination. These include but are not limited to: 1) Title VII of the Civil Rights Act of 1964 (PL 88-352) which prohibits discrimination on the basis of race, color or national origin; 2) Title IX of the Education Amendment of 1972, as amended (20 USC ss. 1681-1683, and 1685 -1686), which prohibits discrimination on the basis of sex; 3) Section 504 of the Rehabilitation Act of 1973, as amended (20 USC s. 794), which prohibits discrimination on the basis of handicaps; 4) The Age Discrimination Act of 1975; as amended (42 USC ss. 6101-6107) which prohibits discrimination on the basis of age; 5) The Drug Abuse Office and Treatment Act of 1972 (PL 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; 6) The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (PL 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; 7) The Public Health Service Act of 1912, ss. 523 and 527 (42 USC ss. 690dd-3 and 290ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; 8) Title VIII of the Civil Rights Act of 1968 (42 USC s. et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; 9) The Americans with Disabilities Act of 1990 (42 USC s. 1201 Note), as may be amended from time to time, relating to nondiscrimination based of disability; 10) Secs. 13-101, et seq., Monroe County Code, relating to discrimination based on race, color, sex, religion, disability, national origin, ancestry, sexual orientation, gender identify or expression, familial status or age; 11) Any other nondiscrimination provisions in any Federal or state statutes which may apply to the parties to, or the subject matter of, this Agreement.

17. Severability - If any term, covenant, condition or provision of this Agreement (or the application thereof to any circumstance or person) shall be declared invalid or unenforceable to any extent by a court of competent jurisdiction, the remaining terms, covenants, conditions and provisions of this Agreement, shall not be affected thereby; and each remaining term, covenant, condition and provision of this Agreement shall be valid and shall be enforceable to the fullest extent permitted by law unless the enforcement of the remaining terms, covenants, conditions and provisions of this Agreement would prevent the accomplishment of the original intent of this Agreement. LESSOR and LESSEE agree to reform the Agreement to replace any stricken

provision with a valid provision that comes as close as possible to the intent of the stricken provision.

18. **Binding Effect** - The terms, covenants, conditions, and provisions of this Agreement shall bind and inure to the benefit of LESSOR and LESSEE and their respective legal representatives, successors, and assigns.

19. **Authority** - Each party represents and warrants to the other that the execution, delivery and performance of this Agreement have been duly authorized by all necessary County and corporate action, as required by law.

20. **Adjudication of Disputes or Disagreements** - LESSOR and LESSEE agree that all disputes and disagreements shall be attempted to be resolved by meet and confer sessions between representatives of each of the parties. If no resolution can be agreed upon within 30 days after the first meet and confer session, the issue or issues shall be discussed at a public meeting of the Board of County Commissioners. If the issue or issues are still not resolved to the satisfaction of the parties, then any party shall have the right to seek such relief or remedy as may be provided by this Agreement by Florida law.

21. **Cooperation** - In the event any administrative or legal proceeding is instituted against either party relating to the formation, execution, performance, or breach of this Agreement, LESSOR and LESSEE agree to participate, to the extent required by the other party, in all proceedings, hearings, processes, meetings, and other activities related to the substance of this Agreement or provision of the services under this Agreement. LESSOR and LESSEE specifically agree that no party to this Agreement shall be required to enter into any arbitration proceedings related to this Agreement.

22. **Covenant of No Interest** - LESSOR and LESSEE covenant that neither presently has any interest, and shall not acquire any interest, which would conflict in any manner or degree with its performance under this Agreement, and the only interest of each is to perform and receive benefits as recited in this Agreement.

23. **Code of Ethics** - County agrees that officers and employees of the County recognize and will be required to comply with the standards of conduct for public officers and employees as delineated in Section 112.313, Florida Statutes, regarding, but not limited to solicitation or acceptance of gifts; doing business with one's agency; unauthorized compensation; misuse of public position, conflicting employment or contractual relationship; and disclosure or use of certain information.

24. **No Solicitation/Payment** - LESSOR and LESSEE warrant that, in respect to itself, it has neither employed nor retained any company or person, other than a bona fide employee working solely for it, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for it, any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, LESSEE agrees that LESSOR shall have the right to terminate this Agreement without liability and, at its discretion, to offset from monies owed, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.

25. **Non-Waiver of Immunity** - Notwithstanding the provisions of Sec. 768.28, Florida Statutes, the participation of the LESSOR and the LESSEE in this Agreement and the acquisition of any commercial liability insurance coverage, self-insurance coverage, or local government insurance pool coverage shall not be deemed a waiver of immunity to the extent of liability coverage, nor shall any contract entered into by the LESSOR be required to contain any provision for waiver.

26. **Privileges and Immunities** - All of the privileges and immunities from liability, exemptions from laws, ordinances, and rules and pensions and relief, disability, workers' compensation, and other benefits which apply to the activity of officers, agents, or employees of any public agents or employees of the LESSOR, when performing their respective functions under this Agreement within the territorial limits of the LESSOR shall apply to the same degree and extent to the performance of such functions and duties of such officers, agents, volunteers, or employees outside the territorial limits of the LESSOR.

27. **Legal Obligations and Responsibilities - Non-Delegation of Constitutional or Statutory Duties.** This Agreement is not intended to, nor shall it be construed as, relieving any participating entity from any obligation or responsibility imposed upon the entity by law except to the extent of actual and timely performance thereof by any participating entity, in which case the performance may be offered in satisfaction of the obligation or responsibility. Further, this Agreement is not intended to, nor shall it be construed as, authorizing the delegation of the constitutional or statutory duties of the LESSOR, except to the extent permitted by the Florida Constitution, State Statute, and case law.

28. **Non-Reliance by Non-Parties** - No person or entity shall be entitled to rely upon the terms, or any of them, of this Agreement to enforce or attempt to enforce any third-party claim or entitlement to or benefit of any service or program contemplated hereunder, and the LESSOR and LESSEE agree that neither the LESSOR nor LESSEE or any agent, officer, or employee of either shall have the authority to inform, counsel, or otherwise indicate that any particular individual or group of individuals, entity or entities, have entitlements or benefits under this Agreement separate and apart, inferior to, or superior to the community in general or for the purposes contemplated in this Agreement.

29. **Attestations** - LESSEE agrees to execute such documents as the LESSOR may reasonably require, to include a Public Entity Crime Statement, an Ethics Statement, and a Drug-Free Workplace Statement.

30. **No Personal Liability** - No covenant or agreement contained herein shall be deemed to be a covenant or agreement of any member, officer, agent or employee of Monroe County in his or her individual capacity, and no member, officer, agent or employee of Monroe County shall be liable personally on this Agreement or be subject to any personal liability or accountability by reason of the execution of this Agreement.

31. **Execution in Counterparts** - This Agreement may be executed in any number of counterparts, each of which shall be regarded as an original, all of which taken together shall constitute one and the same instrument and any of the parties hereto may execute this Agreement by signing any such counterpart.

32. Other Use - LESSEE shall not use or permit the use of the premises or any part thereof for any purpose or use other than an authorized by this agreement.

33. Paragraph Headings - Paragraph headings herein are intended only to assist in reading identification and are not in limitation or enlargement of the content of any paragraph.

34. Notices - Any notice of other communication from either party to the other pursuant to this agreement is sufficiently given or communicated if sent by registered mail, with proper postage and registration fees prepaid, addressed to the party for whom intended, at the following addresses:

For LESSOR:

Patricia (Trish) Smith, AICP
Monroe County Public Works & Engineering Division
102050 Overseas Highway, Suite 212
Key Largo, FL. 33037

For LESSEE:

Pamela Uslander
102 E. Crest Avenue
Bensenville, Ill. 60106

And

County Attorney
1111 12th Street, Suite 408
Key West, Fl. 33040

or to such other address as the party being given such notice shall from time to time designate to the other by notice given in accordance herewith.

35. Governing Law, Venue, Interpretation. Governing Law, Venue, Interpretation, Costs, and Fees - This Agreement shall be governed by and construed in accordance with the laws of the State of Florida applicable to contracts made and to be performed entirely in the State.

In the event that any cause of action or administrative proceeding is instituted for the enforcement or interpretation of this Agreement, the LESSOR and LESSEE agree that venue will lie in the appropriate court or before the appropriate administrative body in Monroe County, Florida.

The LESSOR and LESSEE agree that, in the event of conflicting interpretations of the terms or a term of this Agreement by or between any of them the issue shall be submitted to mediation prior to the institution of any other administrative or legal proceeding.

36. Attorney's Fees and Costs - The LESSOR and LESSEE agree that in the event any cause of action or administrative proceeding is initiated or defended by any party relative to the enforcement or interpretation of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, court costs, investigative, and out-of-pocket expenses, as an award against the non-prevailing party, and shall include attorney's fees, courts costs, investigative, and out-of-pocket expenses in appellate proceedings. Mediation proceedings initiated and conducted pursuant to this Agreement shall be in accordance with the Florida Rules of Civil Procedure and usual and customary procedures required by the circuit court of Monroe County.

37. Mutual Review - This agreement has been carefully reviewed by the LESSEE and the LESSOR. Therefore, this agreement is not to be construed against either party on the basis of authorship.

38. Final Understanding - This agreement is the parties' final mutual understanding. It replaces any earlier agreements or understandings, whether written or oral. This agreement cannot be modified or replaced except by another written and signed agreement.

IN WITNESS WHEREOF, each party has caused this agreement to be executed by a duly authorized representative.

(SEAL)
ATTEST: AMY HEAVILIN, CLERK

ATTEST:

By: *Kendray Beaudin*
Title: *Deputy Clerk*

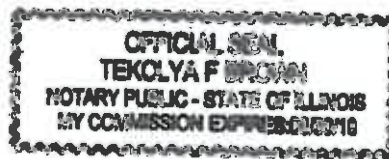
BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA

By: *[Signature]*
Mayor/Chairman

LESSEE:

By: *[Signature]*
Pamela Uslander
Title: Owner 11/20/14

11/20/14
12/15/14



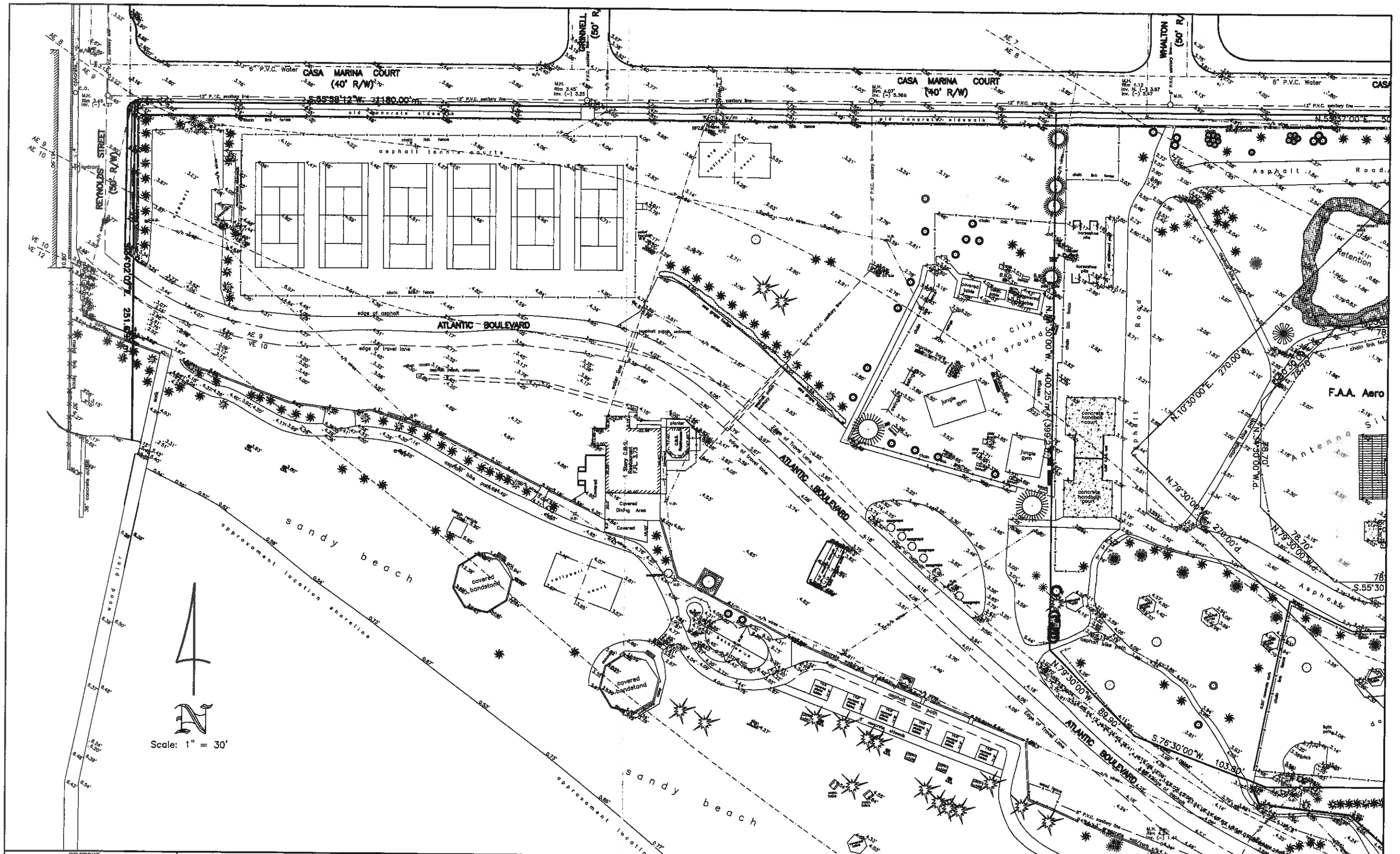
Tekolya F. Brown 11-20-14

MONROE COUNTY ATTORNEY
APPROVED AS TO FORM

[Signature]
PEDRO J. SEP JACO
ASSISTANT COUNTY ATTORNEY

Date: 11/17/14

EXHIBIT A
HIGGS BEACH BOUNDARY SURVEY



REVISIONS:		
No.	Date	Remarks
1	8/1/11	Correct FIRM Line

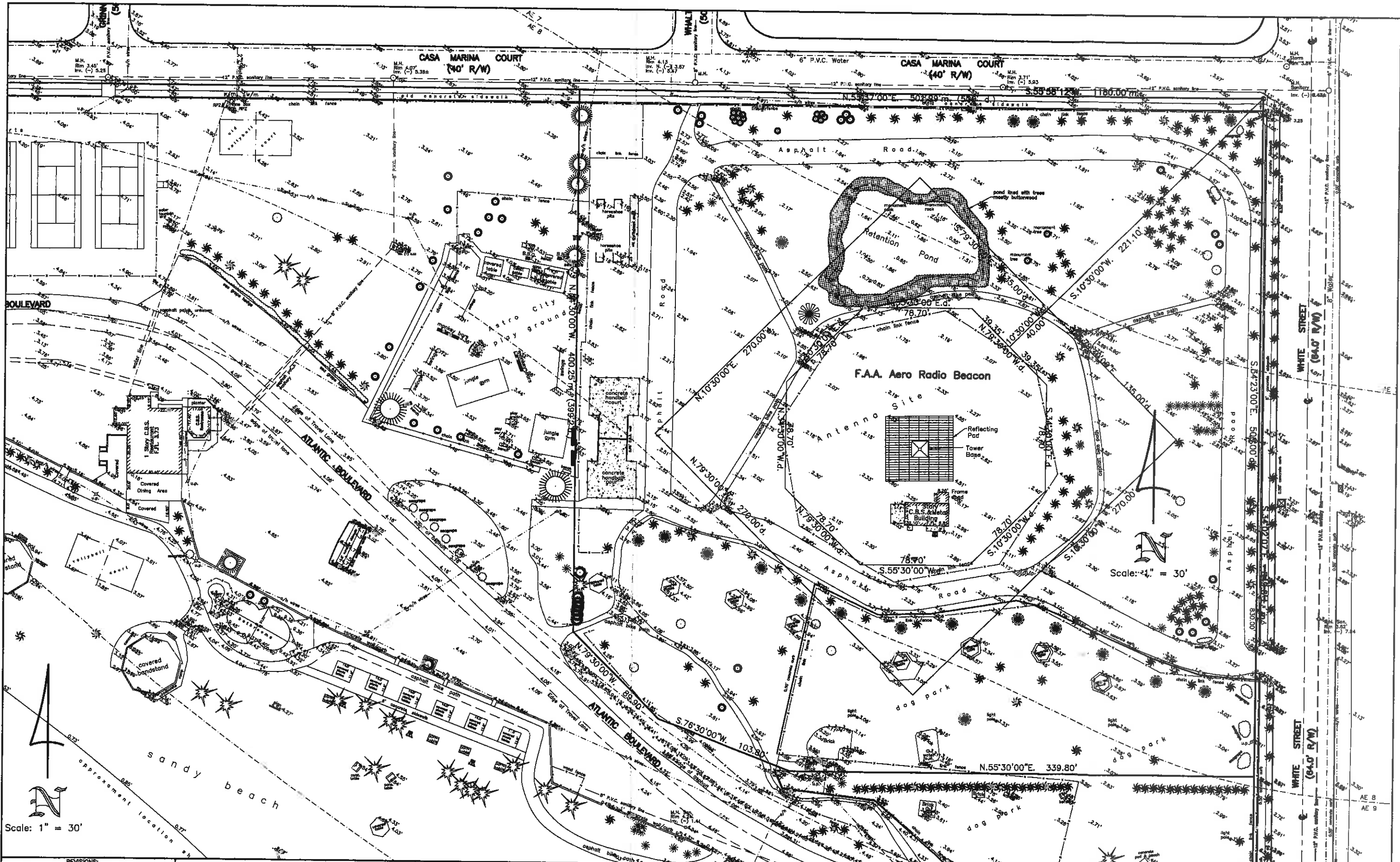
Sheet Description:
Boundary & Topographical Survey

Project:
**Higgs Beach
 Atlantic Blvd.
 Key West, Fl. 33040**

ISLAND SURVEYING INC.
 Engineers Planners Surveyors
 3152 Northside Drive #201, Key West, Florida 33040
 (305) 293-0466 Fax. (305) 293-0237
 fhildeb1@bellsouth.net

Date: 4/23/10
 Designed: _____
 Drawn: FHH & DRF
 Checked: FHH
 Dwg. No. 10-181
 Sheet No. 2 of 5

Related Documents: Detail Data, Contour, Elevation, Boundary, Utility, and Beach Area. 10/2011 0-00-00-00



REVISIONS		
No.	Date	Remarks
1	8/1/11	Correct FIRM Line

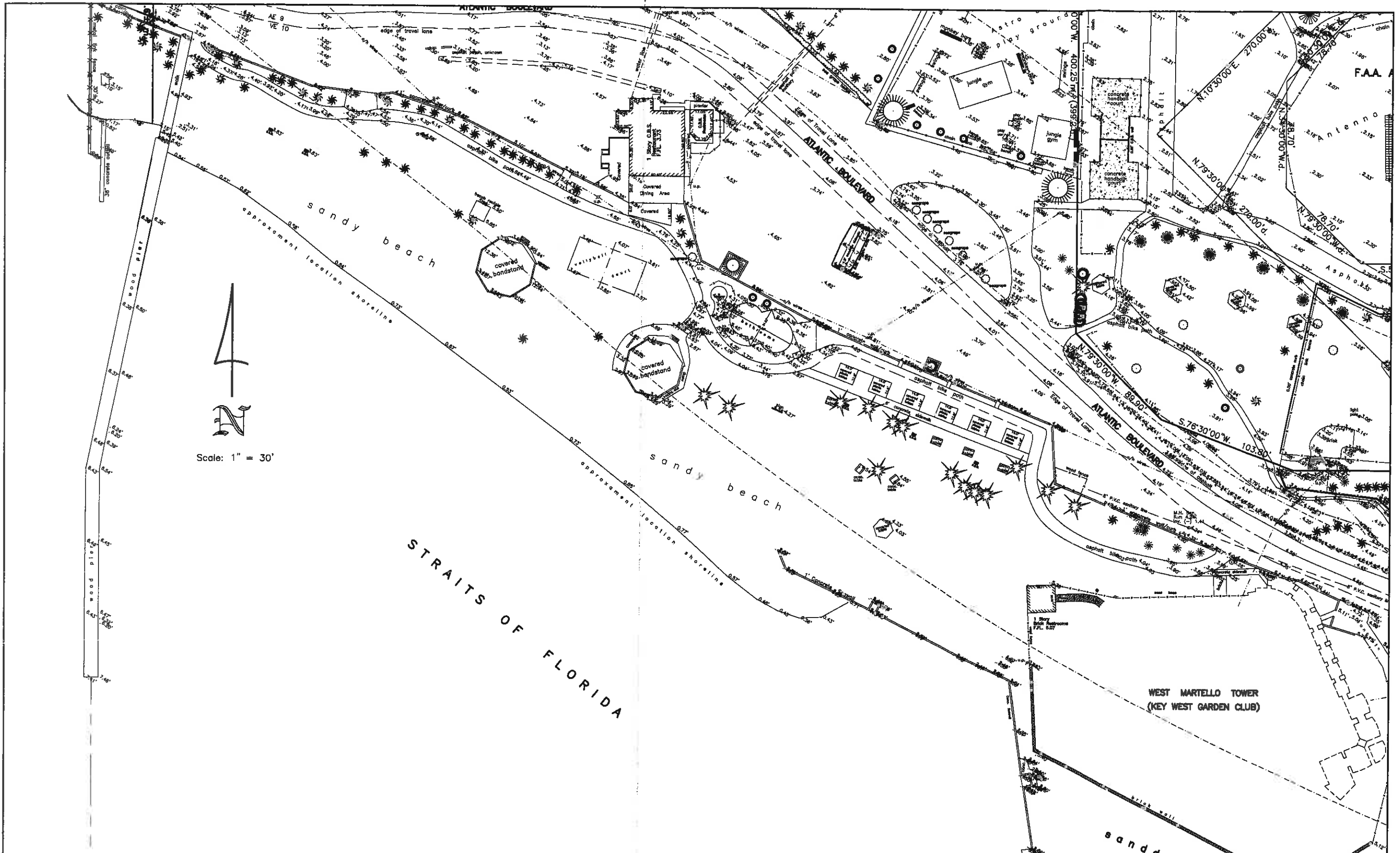
Sheet Description:
Boundary & Topographical Survey

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 3152 Northside Drive #201, Key West, Florida 33040
 (305) 293-0466 Fax. (305) 293-0237
 fhildeb1@bellsouth.net

Date: 4/23/10
 Designed:
 Drawn: **FHH & DRF**
 Checked: **FHH**
 Dwg. No. 10-181
 Sheet No. 3 of 5

© Island Surveying Inc. Date: 04/23/10. Project: Higgs Beach. Drawn: FHH & DRF. Checked: FHH. Dwg. No. 10-181. Sheet No. 3 of 5.



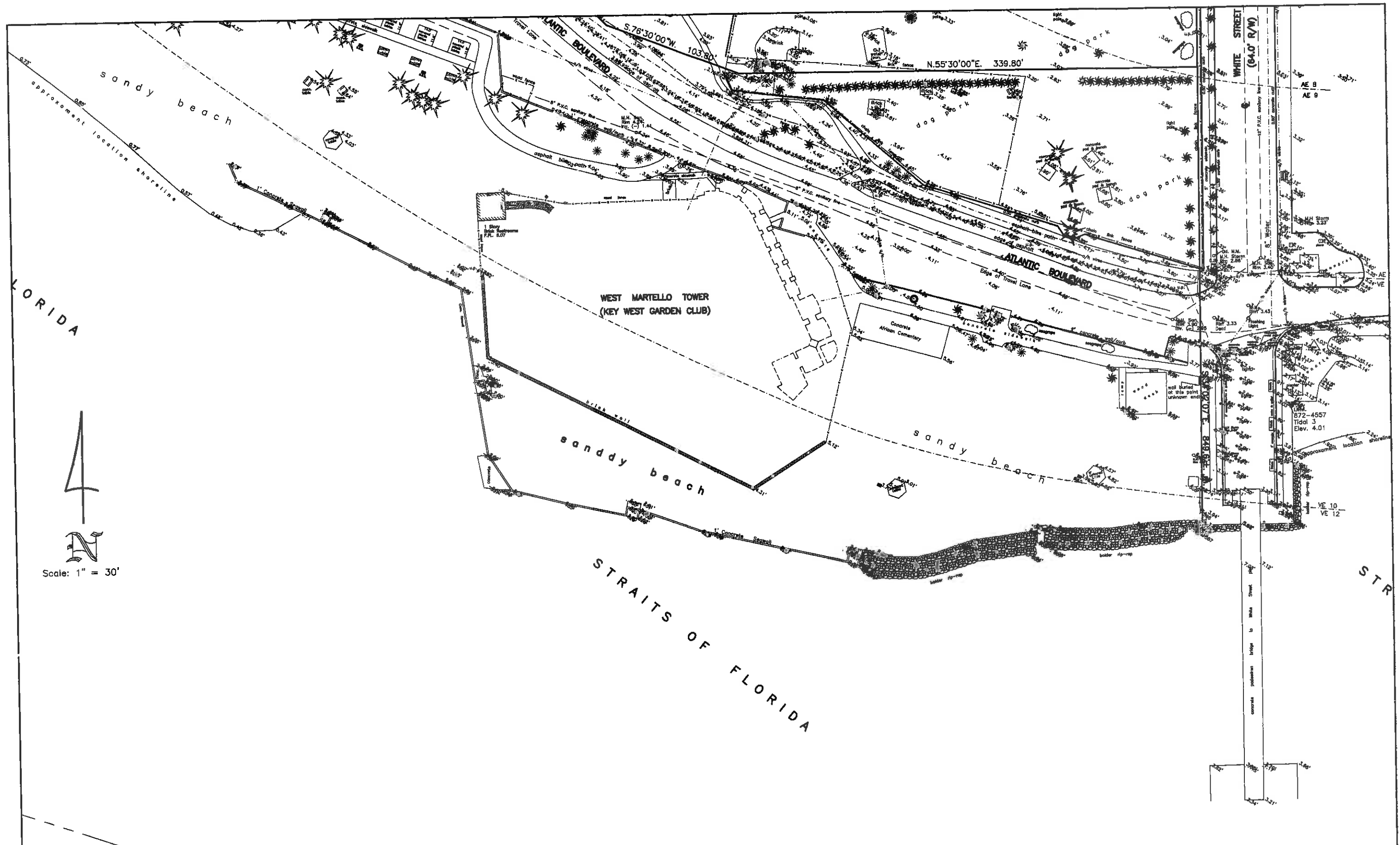
REVISIONS:		
No.	Date	Remarks
1	5/1/11	Correct FIRM Line

Sheet Description:
Boundary & Topographical Survey

Project:
**Higgs Beach
 Atlantic Blvd.
 Key West, Fl. 33040**

ISLAND SURVEYING INC.
 Engineers Planners Surveyors
 3152 Northside Drive #201, Key West, Florida 33040
 (305) 293-0466 Fax. (305) 293-0237
 fhildeb1@bellsouth.net

Date: 4/23/10
 Designed: _____
 Drawn: EHH & DRF
 Checked: FHH
 Dwg. No. 10-181
 Sheet No. 4 of 5



REVISIONS:		
No.	Date	Remarks
1	8/1/11	Correct FIRM Line

Sheet Description:
Boundary & Topographical Survey

Project:
**Higgs Beach
 Atlantic Blvd.
 Key West, Fl. 33040**

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 3152 Northside Drive #201, Key West, Florida 33040
 (305) 293-0466 Fax. (305) 293-0237
 fhildeb1@bellsouth.net

Date: 4/23/10
 Designed: _____
 Drawn: FHH & DRF
 Checked: FHH
 Dwg. No. 10-181
 Sheet No. 4 of 5

PARTIAL LEGAL DESCRIPTION:

A certain tract of land lying and being in Monroe County, Florida, on the Island of Key West, being all the lands within the following metes and bounds except the described Enclave.

From the Point of Start (P.O.S.), said point being at the intersection of the Westerly line of White Street and the Southerly line of Casa Marina Court and being marked by a 1/4 inch copper bolt set in the top of a concrete monument, proceed S 10 degrees 30' W, 221.1 feet to a point, said point being the Point of Beginning (P.O.B.); thence S 79 degrees 30' E, 135.0 feet to a point; thence S 10 degrees 30' W, 270.0 feet to a point; thence N 79 degrees 30' W, 270.0 feet to a point; thence N 10 degrees 30' E, 270.0 feet to a point; thence S 79 degrees 30' E, 135.0 feet to the Point of Beginning. Excepted from the lands thus bounded is an Enclave being described as follows: Starting from the above described Point of Beginning, proceed S 10 degrees 30' W, 40.0 feet to a point, said Point being the Point of Beginning to the Enclave; thence S 79 degrees 30' E, 39.35 feet to a point; thence S 34 degrees 30' E, 78.70 feet to a point; thence S 10 degrees 30' W, 78.70 feet to a point; thence N 34 degrees 30' W, 78.70 feet to a point; thence S 79 degrees 30' E 39.35 feet to the Point of Beginning of the Enclave.

The net area of the lands herein described (Parcel within outer bounds less enclave) being 0.91 acres more or less.

A certain tract or parcel of land lying and being in Monroe County, Florida, on the Island of Key West, being all the lands within the following metes and bounds except an enclave described as follows:

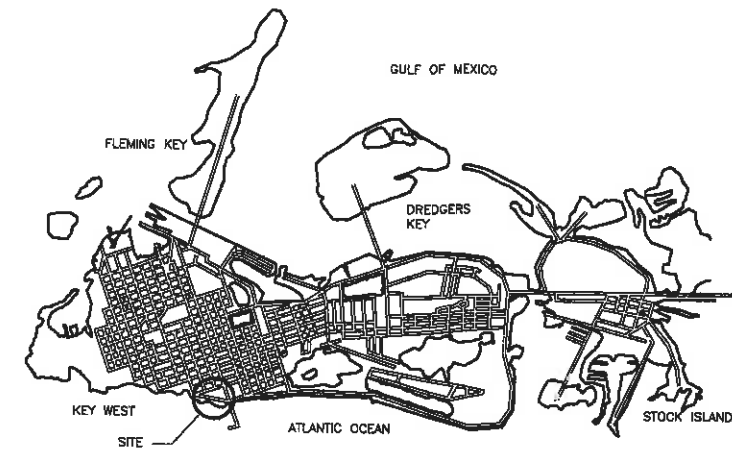
From a Point of Beginning (P.O.B.) said point being in the westerly line of White Street approximately 400 feet southerly from the County Road and being marked by a 1/4 inch copper bolt set in the top of a concrete monument set at the Northeast corner of the boundary fences, proceed S 34 degrees 23' East, 500 feet to a point in the Westerly line of White Street; thence S55 degrees 30' W, 339.8 feet to a point; thence S 76 degrees 30' W, 103.3 feet to a point; thence N79 degrees 30' W, 89.9 feet to a point; thence N 34 degrees 30' W, 399.2 feet to a point in the Southerly boundary of Casa Marina Court; thence N 55 degrees 37' E, 500 feet to the Point of Beginning. Excepted from the lands thus bounded is an enclave being more particularly described as follows: Starting from the above described P.O.B., proceed S 10 degrees 30' W, 221.1 feet to a point, said point being the point of beginning of the Enclave; thence S 79 degrees 30' E, 135.0 feet to a point; thence S 10 degrees 30' W, 270.0 feet to a point; thence N 79 degrees 30' W, 270.0 feet to a point; thence S 79 degrees 30' E, 135.0 feet to the Point of Beginning of the enclave.

The net area of the lands herein described (Parcel within outer bounds less enclave) being 4 acres more or less.

There is reserved from this grant an easement 15 feet wide from the public road to the Enclave as it existed on March 15, 1973, and a 10 foot wide easement for buried electrical cable running northeasterly approximately 50 feet from the northeast corner of the Enclave to the boundary of White Street. The access road may be relocated at the expense of the Grantee with the consent of the Grantor.

There are excepted from this conveyance and reserved to the Grantor, and its assigns, all oil, gas and other minerals in, under and upon the lands herein conveyed, together with the rights to enter upon the land for the purpose of mining and removing the same.

This conveyance is made subject to any and all existing rights of way, easements and conveyance and agreements affecting the above described premises whether or not the same now appear of record.



LOCATION MAP

SURVEYOR'S NOTES:

North arrow based on State Plane Coordinate System
 Reference Bearing: State plane Coordinate System
 3.4 denotes existing elevation
 Elevations based on N.G.V.D. 1929 Datum
 Bench Mark No.: B72-4557 Tidal 3 Elevation: 4.01

Monumentation:

- ⊙ = set 1/2" Iron Pipe, P.L.S. No. 2749
- ▲ = Set P.K. Nail, P.L.S. No. 2749
- = Flood Zone 120168 1516 K 2/18/2005 AE 7 to VE12

Abbreviations:

- Sty. = Story
- R/W = Right-of-Way
- fd. = Found
- p. = Plat
- m. = Measured
- O.R. = Official Records
- Sec. = Section
- Twp. = Township
- Rgs. = Range
- N.T.S. = Not to Scale
- ℄ = Centerline
- Elev. = Elevation
- B.M. = Bench Mark
- P.O.C. = Point of Commence
- P.O.B. = Point of Beginning
- pg. = page
- Elec. = Electric
- Tel. = Telephone
- O.L. = On Line
- C.L.F. = Chain Link Fence
- A/C = Air Conditioner
- a/h = Overhead
- u/g = Underground
- F.F.L. = Finish Floor Elevation
- L.B. = Low Beam
- irr. = Irregular
- conc. = concrete
- I.P. = Iron Pipe
- ℄ = Baseline
- C.B. = Concrete Block
- C.B.S. = Concrete Block Stucco
- cov'd. = Covered
- wd. = Wood
- w.m. = Water Meter
- F.W. = Fire Well
- ☒ = Catch Basin
- ☐ = Electrical pull-box

- ☼ = buttonwood tree
- ☼ = Australian pine trees 6" to 32"
- ☼ = coconut trees 4" to 12"
- ☼ = palm trees 2" to 10"
- = miscellaneous trees
- = gumba limbo
- ▲ = no parking, reflection signs
- ⊙ = sign

Field Work performed on: 4/1/10-8/1/10

CERTIFICATION:

I HEREBY CERTIFY that the attached BOUNDARY & TOPOGRAPHICAL SURVEY is true and correct to the best of my knowledge and belief; that it meets the minimum technical standards adopted by the Florida Board of Land Surveyors, Chapter 61C17-6, Florida Statute Section 472.027, and the American Land Title Association, and that there are no visible encroachments unless shown hereon.

FREDERICK H. HILDEBRANDT

Professional Land Surveyor & Mapper No. 2749
 Professional Engineer No. 36810
 State of Florida

NOT VALID UNLESS EMBOSSED WITH RAISED SEAL & SIGNATURE

REVISIONS:		
No.	Date	Remarks
1	8/1/11	Correct FIRM Line

Sheet Description:
Boundary & Topographical Survey

Project:
**Higgs Beach
 Atlantic Blvd.
 Key West, Fl. 33040**

ISLAND SURVEYING INC.
 Engineers Planners Surveyors
 3152 Northside Drive #201, Key West, Florida 33040
 (305) 293-0466 Fax: (305) 293-0237
 fhildeb1@bellsouth.net

Date: 4/23/10
 Designed:
 Drawn: FHH & DRF
 Checked: FHH
 Dwg. No. 10-181
 Sheet No. 5 of 5

CITY OF KEY WEST, FLORIDA

Business Tax Receipt

This Document is a business tax receipt

Holder must meet all City zoning and use provisions.
P.O. Box 1409, Key West, Florida 33040 (305) 809-3955

Business Name	USLANDER, PAMELA	CtlNbr:0024737
Location Addr	HIGGS BEACH	
Lic NBR/Class	15-00030431 FOOD SERVICE ACTIVITIES NO SEATS	
Issue Date:	January 14, 2015	Expiration Date:September 30, 2015
License Fee	\$102.38	
Add. Charges	\$0.00	
Penalty	\$0.00	
Total	\$102.38	
Comments:	TAKE OUT FOOD CART ON HIGGS BEACH	
	<u>SUBJECT TO CONDITIONAL USE APPLICATION (1/14/15)</u>	
	This document must be prominently displayed.	
	USLANDER, PAMELA	

Oper: KEYWBLD Type: OC Drawer: 1
Date: 1/14/15 51 Receipt no: 10757
2015 30431
OR LIC OCCUPATIONAL RENEWAL
1.00 \$102.38
3036372
CK CHECK 6747 \$102.38

USLANDER, PAMELA
102 E CREST AVE

Trans date: 1/14/15 Time: 13:46:51

BENSENVILLE IL 60106

**2014 / 2015
MONROE COUNTY BUSINESS TAX RECEIPT
EXPIRES SEPTEMBER 30, 2015**

RECEIPT# 29340-114061

Business Name: USLANDER PAMELA

Owner Name: PAMELA USLANDER
Mailing Address:
102 E CREST AVE
BENNESVILLE, IL 60106

Business Location: HIGGS BEACH
KEY WEST, FL 33040
Business Phone: 630-915-1957
Business Type: MOBILE FOOD VENDOR

STATE LICENSE: 1549001024

Tax Amount	Transfer Fee	Sub-Total	Penalty	Prior Years	Collection Cost	Total Paid
250.00	0.00	250.00	0.00	0.00	0.00	250.00

Paid 110-14-00002935 01/15/2015 250.00

THIS BECOMES A TAX RECEIPT
WHEN VALIDATED

Danise D. Henriquez, CFC, Tax Collector
PO Box 1129, Key West, FL 33041

THIS IS ONLY A TAX.
YOU MUST MEET ALL
COUNTY AND/OR
MUNICIPALITY PLANNING
AND ZONING REQUIREMENTS.

MONROE COUNTY BUSINESS TAX RECEIPT
P.O. Box 1129, Key West, FL 33041-1129
EXPIRES SEPTEMBER 30, 2015

RECEIPT# 29340-114061

Business Name: USLANDER PAMELA

Owner Name: PAMELA USLANDER
Mailing Address:
102 E CREST AVE
BENNESVILLE, IL 60106

Business Location: HIGGS BEACH
KEY WEST, FL 33040
Business Phone: 630-915-1957
Business Type: MOBILE FOOD VENDOR

STATE LICENSE: 1549001024

Tax Amount	Transfer Fee	Sub-Total	Penalty	Prior Years	Collection Cost	Total Paid
250.00	0.00	250.00	0.00	0.00	0.00	250.00

Paid 110-14-00002935 01/15/2015 250.00

Deed

10203

QUITTANCE IN DEED

THIS INDENTURE, made the 21st day of October, 1947, between THE UNITED STATES OF AMERICA, acting by and through WAR ASSETS ADMINISTRATION, under and pursuant to Executive Order 9633 dated January 31, 1946, and the powers and authority contained in the provisions of the Surplus Property Act of 1946 (50 Stat. 2024) and WSA Regulation No. 1, as amended, party of the first part and HONOROL COUNTRY, a political subdivision of the State of Florida, party of the second part.

WITNESSETH: That the said party of the first part, for and in consideration of the foregoing and the sum of Twenty-eight Thousand Dollars (\$28,000.00), to it in hand paid by the party of the second part, the receipt of which is hereby acknowledged, has received, released and forever quitclaimed and by these presents to render, release and forever quitclaim to the said party of the second part its interests and assigns forever, all the right, title, interest, claim and demand which the said party of the first part has in and to the following described property situate, lying and being in the County of Monroe, on the South coast of the Island of Key West, in the City of Key West, Florida, to wit:

Beginning at a point, marked by an iron bolt, in the south-west corner line of White Street in the City of Key West, 50 feet from the boundary line between Tract No. 27 and Tract No. 28 in said City, said point also bearing S 50° 24' 40" E, and being distant 2,022.15 feet from a point in said City known as Maloney's corner, which is an iron bolt in the intersection of White and Levison Streets; thence S 52° 00' W, 1,120 feet, to an iron bolt in the southwestern boundary line of said Tract No. 27; thence S 30° 04' E, 250 feet, more or less, to the low water mark of the Gulf of Mexico; thence along said low water mark, to a point bearing S 30° 00' W, from the point of beginning; thence N 32° 00' W, 360 feet, more or less, to the point of beginning, containing 11.2 acres, more or less, exclusive of the following described area:

Beginning at a point in the westerly line of White Street approximately 400 feet southerly from the south line of the county road (marked by a 4" corner bolt set in the top of a concrete monument set at the northern corner of the boundary fence); thence S 74° 25' E, 500 feet to a point in the west line of White Street; thence S 85° 30' W, 302.8 feet to a point; thence S 76° 30' W, 100.0 feet to a point; thence N 74° 30' W, 50.0 feet to a point; thence N 44° 24' W, 620.2 feet to a point

Together with all improvements, structures and appurtenances thereto appertaining located upon the said premises.

Being a part of the same property acquired by the United States of America under deed from Edward R. Satt at an dated March 14, 1898, corrected by deed dated January 16, 1936.

The above described premises are subject to existing easements for roads, highways, public utilities, railways and pipe lines.

Satt land was duly declared surplus and assigned to the War Assets Administrator for disposal acting pursuant to Executive Order 3689 and WAA Regulation No. 1, as amended.

TO HAVE AND TO HOLD the same, together with all and singular the appurtenances thereunto belonging or in any wise appertaining, and all the estate, right, title, interest or claim whatsoever of the said party of the first part, either in law or equity, to the only proper use, benefit and behoof of the said party of the second part, its successors and assigns forever.

IN WITNESS WHEREOF, the party of the first part has caused these presents to be executed the day and year first above written.

WITNESSES:

Michael J. [illegible]

Edw M. [illegible]

UNITED STATES OF AMERICA
Acting by and through
WAR ASSETS ADMINISTRATOR

FOR: *[Signature]* (L.S.)

F. L. McGinnis
Acting War Assets Administrator for
Real Property Disposal
War Assets Administration
Zone II

STATE OF GEORGIA)
) SS.
COUNTY OF FULTON)

I HEREBY CERTIFY, that on this 21 day of October, 1947, personally appeared E. L. McGinnis, so well known as the person described in and who executed the foregoing instrument, and acknowledged that he, E. L. McGinnis, as Deputy Zone Administrator for Real Property Disposal, executed the same for the purpose therein expressed as the free act and deed of the United States of America and affixed thereto the official seal of the Deputy Zone Administrator for Real Property Disposal and that the said instrument is the act and deed of the United States of America.

IN WITNESS WHEREOF, I have hereunto affixed my hand and official seal at Atlanta, Georgia, this 21 day of October, 1947.

Willie D. ...
Notary Public
Georgia State at Large

(SEAL)
My commission expires
February 9, 1948

CERTIFICATE

Book 33 Page 279

I, the undersigned W. A. BRIDGEMAN, Associate Deputy Administrator
Office of Real Property Assessment, New Jersey Administration, in my
official capacity as such ASSOCIATE DEPUTY ADMINISTRATOR,
and duly authorized in the DEPARTMENT OF TREASURY AND REVENUE,
HEREBY AND CERTIFY THAT ON OR ABOUT JUNE 5, 1955, to wit the following certifi-
cation, is hereby certified:

1. That W. A. BRIDGEMAN is the
person who is authorized to sign the DEPARTMENT OF TREASURY AND REVENUE, June 11,

New Jersey Administration, State Records, and to sign the same in each
copy of the form of the records of the State of New Jersey.

2. That the DEPARTMENT OF TREASURY AND REVENUE is a true and correct copy of the original
of the DEPARTMENT OF TREASURY AND REVENUE, State of New Jersey.

Witness my hand and seal this _____ day of _____, 1955.

Associate Deputy Administrator
Office of Real Property Assessment
New Jersey Administration

(NOTICE)

DELEGATION OF AUTHORITY NO. Z-F 15

DELEGATION OF AUTHORITY INCIDENT TO THE CARE, HANDLING, AND CONVEYANCING OF SURPLUS REAL PROPERTY AND PERSONAL PROPERTY ASSIGNED FOR DISPOSAL THEREWITH

The Deputy Administrator, Office of Real Property Disposal, and each Associate Deputy Administrator, Office of Real Property Disposal, War Assets Administration; the Zone Administrator, the Deputy Zone Administrator for Real Property Disposal, the Associate Deputy Zone Administrator for Real Property Disposal, and the Assistant Deputy Zone Administrator for Real Property Disposal, in each and every War Assets Administration Zone Office; the Regional Director and the Deputy Regional Director for Real Property Disposal, in each and every War Assets Administration Regional Office; the District Director and the Deputy District Director for Real Property Disposal, War Assets Administration District Office, Columbia, South Carolina; and any person or persons designated to act, and acting, in any of the foregoing capacities, are hereby authorized, individually (1) to execute, acknowledge and deliver any deed, lease, permit, contract, receipt, bill of sale, or other instruments in writing in connection with the care, handling and disposal of surplus real property, or personal property assigned for disposition with real property, located within the United States, its territories and possessions, (2) to accept any notes, bonds, mortgages, deeds of trust or other security instruments taken as consideration in whole or in part for the disposition of such surplus real or personal property, and to do all acts necessary or proper to release and discharge any such instrument or any lien created by such instrument or otherwise created, and (3) to do or perform any other act necessary to effect the transfer of title to any such surplus real or personal property located as above provided; all pursuant to the provisions of the Surplus Property Act of 1944, 50 Stat. 765, as amended (50 U.S.C. App. Supp. 1511); Public Law 131, 74th Congress, 59 Stat. 533; Executive Order 9689 (11 F.R. 1265); War Assets Administration Regulation No. 1 (12 F.R. 2249); and Surplus Property Administration General Amendment of January 5, 1946 (11 F.R. 406).

The Zone Administrator in each and every War Assets Administration Zone Office is hereby authorized to redelegate to such person or persons as he may designate the authority delegated to him by this instrument.

L. S. Wright, the Secretary of the Real Property Review Board, L. W. Manley, Associate Deputy Administrator, Office of Real Property Disposal, and J. T. Daly, Associate Deputy Administrator, Office of Real Property Disposal, War Assets Administration, are hereby authorized, individually, to certify true copies of this Delegation and provide such further certification as may be necessary to effectuate the intent of this Delegation in form for recording, in any jurisdiction, as may be required.

This Delegation shall be effective as of the opening of business on June 9, 1947.

This authority is in addition to, but shall not in any manner supersede delegations of authority previously granted under dates of May 17, 1946; May 29, 1946; July 30, 1946; September 16, 1946; October 31, 1946; November 22, 1946; and January 13, 1947; as do not conflict with the provisions of this Delegation.

14203

STATE OF FLORIDA

County of Monroe

FILED FOR RECORD

Oct 28th 1947-11:30 A.M.


 ROBERT A. LITTLEJOHN

30 FOR RECORD
3 DEC 10 AM 9:23
PL. 12, 11, 10, 6, 1, 0, 1
MONROE COUNTY, FLORIDA

37400

QUITCLAIM DEED

The UNITED STATES OF AMERICA, acting by and through the Secretary of the Interior, acting by and through the Southeast Regional Director, Bureau of Outdoor Recreation, under and pursuant to the power and authority contained in the provisions of the Federal Property and Administrative Services Act of 1949 (63 Stat. 377), as amended, and particularly as amended by Public Law 485, 91st Congress, and regulations and orders promulgated thereunder (hereinafter designated "Grantor"), for and in consideration of the perpetual use of the hereinafter described premises as and for public park and public recreation area purposes, by the County of Monroe, State of Florida, a political subdivision of the State of Florida (hereinafter designated "Grantee"), does hereby release and quitclaim to Grantee, and to its successors and assigns, subject to the reservations, exceptions, restrictions, conditions and covenants hereinafter expressed and set forth, all Grantor's right, title and interest in and to the following described property, consisting of approximately 4 \pm acres, located in Monroe County, Florida:

A certain tract or parcel of land lying and being in Monroe County, Florida, on the Island of Key West, being all the lands within the following metes and bounds except an enclave described below:

From a Point of Beginning (P.O.B.), said point being in the westerly line of White Street approximately 400 feet southerly from the county road and being marked by a 1/4 inch copper bolt set in the top of a concrete monument set at the northeast corner of the boundary fences, proceed S34°23'E, 500 feet to a point in the westerly line of White Street; thence S55°30'W, 339.8 feet to a point; thence S76°30'W, 103.3 feet to a point; thence N79°30'W, 89.9 feet to a point; thence N34°30'W, 399.2 feet to a point in the southerly boundary of Casa Marine Court; thence N55°37'E, 500 feet to the point of beginning. Excepted from the lands thus bounded is an enclave being more particularly described as follows: Starting from the above described P.O.B., proceed S10°30'W, 221.1 feet to a point, said point being the point of beginning of the Enclave; thence S79°30'E, 135.0 feet to a point; thence S10°30'W, 270.0 feet to a point; thence N79°30'W, 270.0 feet to a point; thence N10°30'E, 270.0 feet to a point; thence S79°30'E, 135.0 feet to the point of beginning of the Enclave.

The net area of the lands herein described (Parcel within outer bounds less Enclave) being 4 acres more or less.

There is reserved from this grant an easement 15 feet wide from the public road to the Enclave as it existed on March 15, 1973, and a 10 foot wide easement for buried electrical cable running northeasterly approximately 50 feet from the northeast corner of the Enclave to the boundary of White Street. The access road may be relocated at the expense of the Grantee with the consent of the Grantor.

There are excepted from this conveyance and reserved to the Grantor, and its assigns, all oil, gas, and other minerals in, under and upon the lands herein conveyed, together with the rights to enter upon the land for the purpose of mining and removing the same.

This conveyance is made subject to any and all existing rights-of-way, easements and covenants and agreements affecting the above described premises, whether or not the same now appear of record.

To Have and To Hold the hereinbefore described property, subject to the reservations, exceptions, restrictions, conditions and covenants herein expressed and set forth unto the Grantee, its successors and assigns, forever.

Pursuant to authority contained in the Federal Property and Administrative Services Act of 1949, as amended, and applicable rules, regulations and orders promulgated thereunder, the General Services Administration determined the property to be surplus to the needs of the United States of America and assigned the property to the Department of the Interior for further conveyance to the County of Monroe, State of Florida, a political subdivision of the State of Florida.

It is agreed and Understood by and between the Grantor and Grantee, and the Grantee by its acceptance of this deed, does acknowledge its understanding of the agreement, and does covenant and agree for itself, and its successors and assigns, forever, as follows:

1. This property shall be used and maintained for the public purposes for which it was conveyed in perpetuity as set forth in the program of utilization and plan contained in the application, submitted by the Grantee on June 8, 1973, which program and plan may be amended from time to time at

the request of either the Grantor or Grantee, with the written concurrence of the other party, and such amendments shall be added to and become a part of the original application.

2. The Grantee shall, within 6 months of the date of the deed of conveyance, erect and maintain a permanent sign or marker near the point of principal access to the conveyed area indicating that the property is a park or recreation area and has been acquired from the Federal Government for use by the general public.

3. The Grantee shall install a six foot security fence together with an appropriate gate around the enclave excepted from the tract, said enclave being a 270 foot by 270 foot plot. The fence and gate are to be constructed to the satisfaction of the Federal Aviation Administration.

4. The property shall not be sold, leased, assigned, or otherwise disposed of except to another eligible governmental agency that the Secretary of the Interior agrees in writing can assure the continued use and maintenance of the property for public park or public recreational purposes subject to the same terms and conditions in the original instrument of conveyance. However, nothing in this provision shall preclude the Grantee from providing related recreational facilities and services compatible with the approved application, through concession agreements entered into with third parties, provided prior concurrence to such agreements is obtained in writing from the Secretary of the Interior.

5. From the date of this conveyance, the Grantee, its successors and assigns, shall submit biennial reports to the Secretary of the Interior, setting forth the use made of the property during the preceding two-year period, and other pertinent data establishing its continuous use for the purposes set forth above, for ten consecutive reports and as further determined by the Secretary of the Interior.

6. If at any time the United States of America shall determine that the premises herein conveyed, or any part thereof, are needed for the national defense, all right, title and interest in and to said premises, or part thereof determined to be necessary to such national defense, shall revert to and become the property of the United States of America.

7. As part of the consideration for this Deed, the Grantee covenants and agrees for itself, its successors and assigns, that (1) the program for or in connection with which this Deed is made will be conducted in compliance with, and the Grantee, its successors and assigns, will comply with all requirements imposed by or pursuant to the regulations of the Department of the Interior as in effect on the date of this Deed (43 CFR Part 17) issued under the provisions of Title VI of the Civil Rights Act of 1964; (2) this covenant shall be subject in all respects to the provisions of said regulations; (3) the Grantee, its successors and assigns, will promptly take and continue to take such action as may be necessary to effectuate this covenant; (4) the United States shall have the right to seek judicial enforcement of this covenant, and (5) the Grantee, its successors and assigns, will (a) obtain from each other person (any legal entity) who, through contractual or other arrangements with the Grantee, its successors or assigns, is authorized to provide services or benefits under said program, a written agreement pursuant to which such other person shall, with respect to the services or benefits which he is authorized to provide, undertake for himself the same obligations as those imposed upon the Grantee, its successors and assigns, by this covenant, and (b) furnish a copy of such agreement to the Secretary of the Interior, or his successor; and that this covenant shall run with the land hereby conveyed, and shall in any event, without regard to technical classification or designation, legal or otherwise, be binding to the fullest extent permitted by law and equity for the benefit of, and in favor of the Grantor and enforceable by the Grantor against the Grantee, its successors and assigns.

8. In the event there is a breach of any of the conditions and covenants herein contained by the Grantee, its successors and assigns, whether caused by the legal or other inability of the Grantee, its successors and assigns, to perform said conditions and covenants, or otherwise, all right, title and interest in and to the said premises shall revert to and become the property of the Grantor at its option, which in addition to all

other remedies for such breach shall have the right of entry upon said premises, and the Grantee, its successors and assigns, shall forfeit all right, title and interest in said premises and in any and all of the tenements, hereditaments and appurtenances thereunto belonging; provided, however, that the failure of the Secretary of the Department of the Interior to require in any one or more instances complete performance of any of the conditions or covenants shall not be construed as a waiver or relinquishment of such future performance, but the obligation of the Grantee, its successors and assigns, with respect to such future performance shall continue in full force and effect.

IN WITNESS WHEREOF, the Grantor has caused these presents to be executed in its name and on its behalf this the 28th day of November 1973.

UNITED STATES OF AMERICA
Acting by and through the
Secretary of the Interior

Through:

Robert M. Baker
Southeast Regional Director
Bureau of Outdoor Recreation

By Hugh L. Watson

WITNESSES:

Bruce J. Croley
William A. Higgins

STATE OF GEORGIA)
COUNTY OF FULTON) ss

On this 28th day of November 1973, before me, the subscriber, personally appeared Hugh L. Watson, Bureau of Outdoor Recreation, of the United States Department of the Interior, a governmental agency of the United States of America, and known to me to be the same person described in and who executed the foregoing instrument aforesaid, as the act and deed of the United States of America, for and on behalf of the Secretary of the Interior, duly designated, empowered and authorized so to do by said Secretary, and he acknowledged that he executed the foregoing instrument for and on behalf of the United States of America, for the purposes and uses therein described.

Ray J. Baker
NOTARY PUBLIC

My Commission expires:
Notary Public, Georgia, State at Large
My Commission Expires Jan. 4, 1976

The foregoing conveyance is hereby accepted and the undersigned agrees, by this acceptance, to assume and be bound by all the obligations, conditions, covenants and agreements therein contained.

County of Monroe, State of Florida
a Political Subdivision of the
State of Florida

By Jack Burke
Jack Burke
County Development Director

STATE OF Florida)
COUNTY OF Monroe) ss

On this 7th day of December 1973, before me, the undersigned Officer, personally appeared Jack Burke to me known and known to me to be the same person whose name is subscribed to the foregoing acceptance, who being by me duly sworn, did depose and say that he is the County Development Director of the County of Monroe, Florida, that he is duly designated, empowered and authorized by a resolution adopted by the Board of County Commissioners of Monroe County, on June 5, 1973, to execute the foregoing acceptance and sign his name thereto; and that he signed his name thereto and acknowledges that he executed the foregoing instrument for and on behalf of the County of Monroe, State of Florida, a political subdivision of the State of Florida, for the purposes and uses therein described.

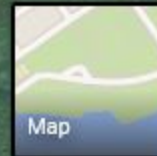
Jane Holland
NOTARY PUBLIC

My Commission expires:
NOTARY PUBLIC, STATE OF FLORIDA at LARGE
MY COMMISSION EXPIRES APRIL 21, 1976
BONDED THRU GENERAL INSURANCE UNDERWRITERS

37400

RECORDED IN MONROE COUNTY, FLORIDA
BOOK 22, PAGE
OF CIRCUIT COURT
NO. 123456

Site Photos



Other Information

2014
Proposal
For
Mobile Retail Merchandise and Food Concessions
At
Higgs Beach

Monroe County, Florida

July 15, 2014

Higgs Beach Paletas

Pamela Hyde Uslander

102 E. Crest Avenue

Bensenville, Illinois 60106

630-915-1957

To whom it may concern;

Thank you for this opportunity to share my vision and considering my business for Higgs Beach in Key West. I am proposing a self-contained, environment friendly business with a commitment to keep pollution free, clean air, recycle establishment on Higgs Beach. I would in no way compete with Mr. Lembo's or Mr. Hatch's existing businesses and would only enhance their businesses on Higgs Beach.

I have received approval and recommendation via email from Christopher J. Lembo, October 21, 2013 and Richard Hatch, November 14, 2013. (Please see attached)

I submitted an Executive Summary in 2013 and have put a great deal of time, effort and financial investment into my Higgs Beach Paletas cart vision.

I also attended and made a presentation to the Monroe County Board of County Commissioners Meeting on, Friday, January 31, 2014.

Thank You,

Pamela Hyde Uslander

Washington-Rosa

From: blueheaven729@gmail.com
Sent: Thursday, November 14, 2013 2:30 PM
To: Washington-Rosa
Subject: Higgs Beach (Salute concerns)

Dear Rosa, Hello from beautiful Higgs Beach. Salute's request is that Pamela doesn't compete with us selling items we sell. If she wants to sell the palettas in her stand beside Chris's chair and umbrella beach hut that is okay with us. If you have any questions don't hesitate to contact us. Thank you, Richard Hatch

--

Thank you,
Blue Heaven

October 21, 2013

Dent Pierce, Director

Monroe County Public Works

Key West, Fl

Re: Additional vendor for Higgs Beach Park

I have spoken with Pamela Uslander regarding her proposal to obtain a vendor license to sell coconuts, ice cream, frozen fruit and coconut products. I am all for adding a vendor to sell these products at the Beach. I receive numerous requests daily for coconuts. A new vendor license for these products would be a good fit and complement the atmosphere and development path of the Park.

Thank You,

CHRISTOPHER J. LEMBO

Christopher J. Lembo

Tropical Watersports, Owner

Higgs Beach Paletas

***Pamela Hyde Uslander
102 E. Crest Avenue
Bensenville, Illinois 60106
630-915-1957***

***Higgs Beach Paletas
Higgs Beach
Key West, Florida 33040***

EXECUTIVE SUMMARY

Vision

Higgs Beach Paletas will open in January of 2014 on Higgs Beach, Key West, Florida. My mission is to ensure dependability, serve a high end, quality product that is cost effective, displayed and presented professionally in keeping with Key West demographics. I can meet your expectations and satisfy any changing needs being a hands on owner. Higgs Beach Paletas will be in a position to expand and grow rapidly into other areas of Key West with use of my experience of 22 yrs. in the mobile cart business in the Chicagoland area.

Conjure an image of a hot afternoon on the beach, lying on a chair or blanket or under a shady palm tree with clear blue skies, listening to the ocean. Summertime or anytime in Key West is Paletas Time! These Mexican ice pops full of chunks of fruit, available in an array of colors, from sweet to not-so-sweet flavors will be a compliment to Higgs Beach.

The key component of Higgs Beach Paletas success will be involvement in the local community. From community days, to donations, to festivals and fests, to special events, to sponsorship and beyond, the management and staff of Higgs Beach Paletas will be heavily involved in local community.

Company Overview

The legal name of the business is TBD. The legal form of the business is TBD. A form will be chosen to provide limited liability aspects of the business or corporation while protecting the shareholders from potential double taxation.

The first location will be on Higgs Beach, Key West, Florida. The location was chosen because of its proximity to local business, residential area, tourist attraction and substantial parking located within walking distance of the beach. The location was also chosen because of lack of such product in the vicinity of the beach.

The president of the Higgs Beach Paletas will be Pamela Hyde Uslander, who brings more than 22 yrs. in the mobile cart business located in Elmhurst, Oakbrook and Lombard, Illinois. Uslander will oversee operation systems development, advertising, public relations, campaigns, menu development and refinement and other related areas. Future site selections and business development will also be headed by Pamela Hyde Uslander.

Outside professional services will be provided by attorney John Landry, accountant Mike Peters.

Product Strategy

Higgs Beach Paletas will offer a limited product, focusing on serving only the best quality of paletas. The paletas, the signature item, will be purchased from either one of two companies I am currently in contact with, both have high standards, are highly recommended and have a quality product with years experience behind them.

The paletas (pah-leh-tahs) are a premium frozen treat made with real fruit and cream, typically sold by street vendors and push carts. The name comes from palo or “stick” and the ending eta referencing the little flat stick frozen in to each bar; the carts where they are sold from are known as “paleterias” and sellers are called “paleteros”. Paletas are a refreshing favorite in many Hispanic countries. It is shaped similar to frozen fruit bars but that’s where the similarity ends. Authentic paletas are made with real cream, mild and fresh fruit, all natural ingredients.

The paletas flavors can be divided into 2 categories: cream based and water based. They come in classic and exotic flavors. Paletas come in an incredible range of flavors from fruits like:

- Strawberry
- Pineapple
- Mango
- Coconut
- Banana caramel
- Horchata (rice milk)
- Arroz con leche

To exotic flavors:

- Chocolate Sea Salt
- Orange basil
- Jamaica made with hibiscus flowers
- Cucumber with chili
- Blackberry Mojito

Paletas, icy, spicy and cool!

Financial Requirements

Based on research and experience the palettas cart can be opened for less than \$5000, this would include purchase or lease of equipment, insurance, licensing, inventory and supplies requites to open. Any differences in future locations will be due to size of the site and or modifications of design and product.

Summary

Pamela Hyde Uslander has proven herself with entering her 22nd yr in the food/mobile cart business. She has proved with quality food, friendly service, dependability, marketing skills which includes her website The Hot Dog Lady of Elmhurst, Facebook: The Hot Dog Lady of Elmhurst (which is used for major networking) and various other forms, that this undertaking in Higgs Beach will be a success. The Hot Dog Lady of Elmhurst has been written up in the RTA's Annual Report, on the cover of the local Business Directory, featured on local and cable television, Chicago Tribune, Chicago Sun Times, Suburban Life Magazine, featured on ABC's Channel 7, Harry Porterfields, "Someone You Should Know" etc.

The 22yr Chicagoland business offered a "unique" concept for the city of Elmhurst, Oakbrook and Lombard, Illinois, which has drawn a great deal of people from all areas and all walks of life. The 1920's style hot dog cart has always been a sign that the spring and summer season arrived in Illinois.

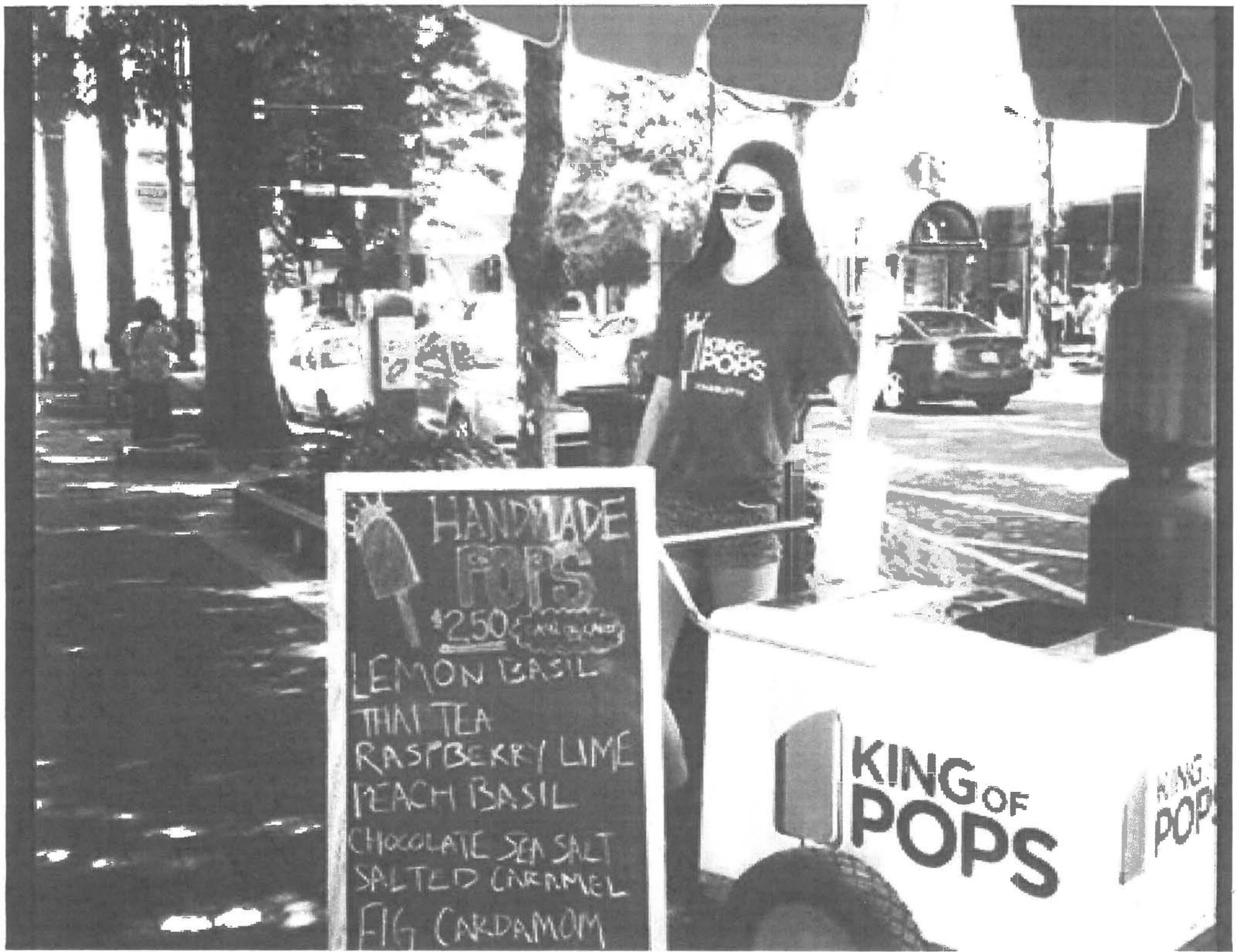
I want to take this concept of uniqueness, my experience and expertise with expansion into Key West, with a significantly different product that adheres to the area, demographics. I want to use cross promotion, which will draw my customer following/customer base into your area. Higgs Beach is one of the most beautiful beaches in Key West and is definitely on the most popular places for fun in the sun.


Assumption

1. The paletas cart will be open, year round, January-December, open seven days a week (weather permitting) between the hours of 10:00am-6:00pm. Additional hours upon request or special events. The menu will be limited to various flavors of paletas.
 - a. Average daily number of customers are between 100-150
 - b. Sale averages between \$3.00-\$5.00
 - c. Average daily gross sales \$300-\$500


2. Assumptions on projections based on significant increase in sales from continued promotions and special events. Examples: Fishing Tournament, Fantasy Fest, Pet Masquerade and Parade, Veterans Parade, Art Fests, Bike Tour, just to name a few.

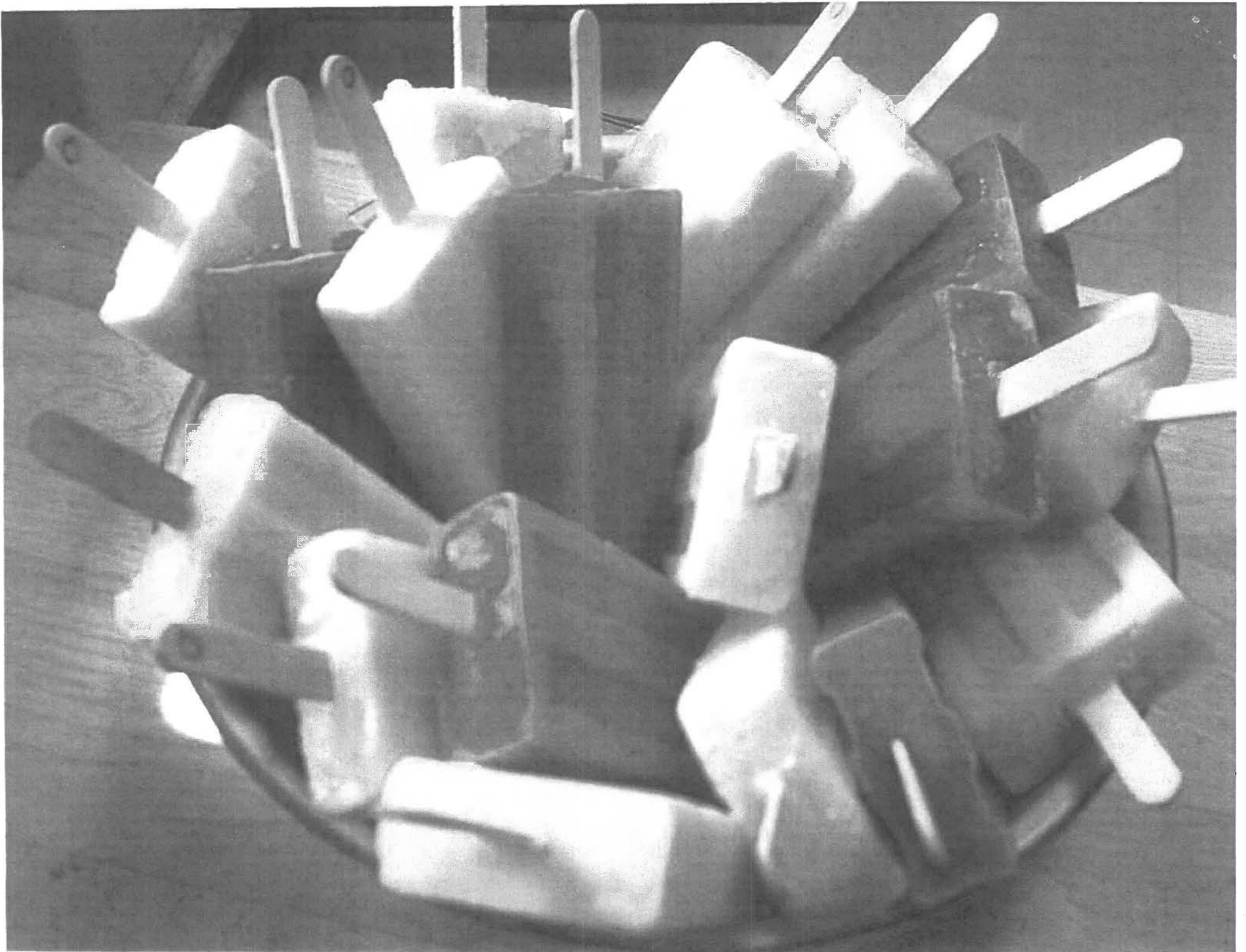
I project a moderate 3% increase monthly. Wages, salaries and or weekly draws TBD.




 HANDMADE
POPS
 \$2.50 (each)
 LEMON BASIL
 THAI TEA
 RASPBERRY LIME
 PEACH BASIL
 CHOCOLATE SEA SALT
 SALTED CARMEL
 FIG CARDAMOM

KING OF
POPS
 CREAMERY


**KING OF
 POPS**



Property Appraiser Record Card



Scott P. Russell, CFA
Property Appraiser
Monroe County, Florida

Key West (305) 292-3420
 Marathon (305) 289-2550
 Plantation Key (305) 852-7130

Website tested on IE8, IE9, &
 Firefox.
 Requires Adobe Flash 10.3 or
 higher

Property Record Card -

Maps are now launching the new map application version.

Alternate Key: **1059293** Parcel ID: **00058800-000000**

Ownership Details

Mailing Address:
 MONROE COUNTY FLORIDA
 500 WHITEHEAD ST
 KEY WEST, FL 33040-6581

Property Details

PC Code: 86 - COUNTIES OTHER THAN (PC/LIST)
Millage Group: 10KW
Affordable Housing: No
Section-Township-Range: 05-68-25
Property Location: 1000 ATLANTIC BLVD KEY WEST
Legal Description: KW PT TR 27 RR-342/343 W-458/459 G33-276/280

Click Map Image to open interactive viewer



Exemptions

Exemption	Amount
14 - COUNTYLANDS	28,790,338.00

Land Details

Land Use Code	Frontage	Depth	Land Area
100E - COMMERCIAL EXEMPT	0	0	492,228.00 SF

Building Summary

Number of Buildings: 4
Number of Commercial Buildings: 4
Total Living Area: 8380
Year Built: 1865

Building 1 Details

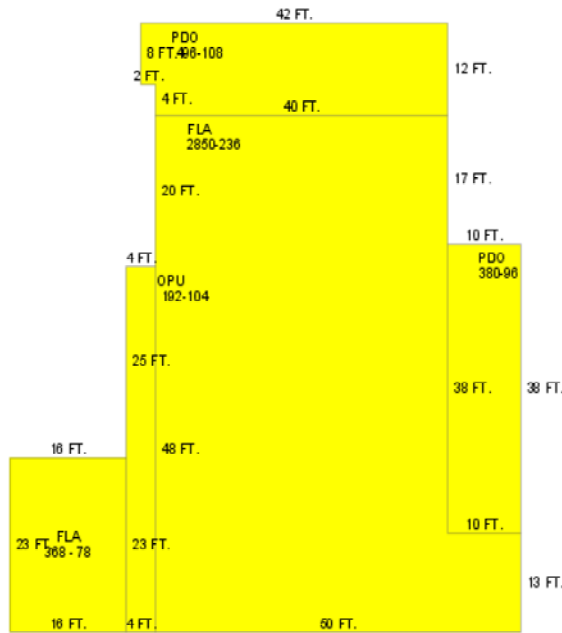
Building Type	Condition A	Quality Grade 400
Effective Age 20	Perimeter 314	Depreciation % 23
Year Built 1949	Special Arch 0	Grnd Floor Area 3,218
Functional Obs 0	Economic Obs 0	

Inclusions:

Roof Type	Roof Cover	Foundation
Heat 1	Heat 2	Bedrooms 0
Heat Src 1	Heat Src 2	

Extra Features:

2 Fix Bath 0	Vacuum 0
3 Fix Bath 0	Garbage Disposal 0
4 Fix Bath 0	Compactor 0
5 Fix Bath 0	Security 0
6 Fix Bath 0	Intercom 0
7 Fix Bath 0	Fireplaces 0
Extra Fix 9	Dishwasher 0



Sections:

Nbr	Type	Ext Wall	# Stories	Year Built	Attic	A/C	Basement %	Finished Basement %	Area
0	FLA		1	1993					368
1	FLA		1	1993					2,850
2	PTO		1	1993					192
4	PDO		1	1993					380
5	PDO		1	1993					496

Interior Finish:

Section Nbr	Interior Finish Nbr	Type	Area %	Sprinkler	A/C
		RESTAURANT & CAFETR	100	N	N
	5212	RESTAURANT & CAFETR	100	N	Y

Exterior Wall:

Interior Finish Nbr	Type	Area %
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1410

C.B.S.

100

Building 2 Details

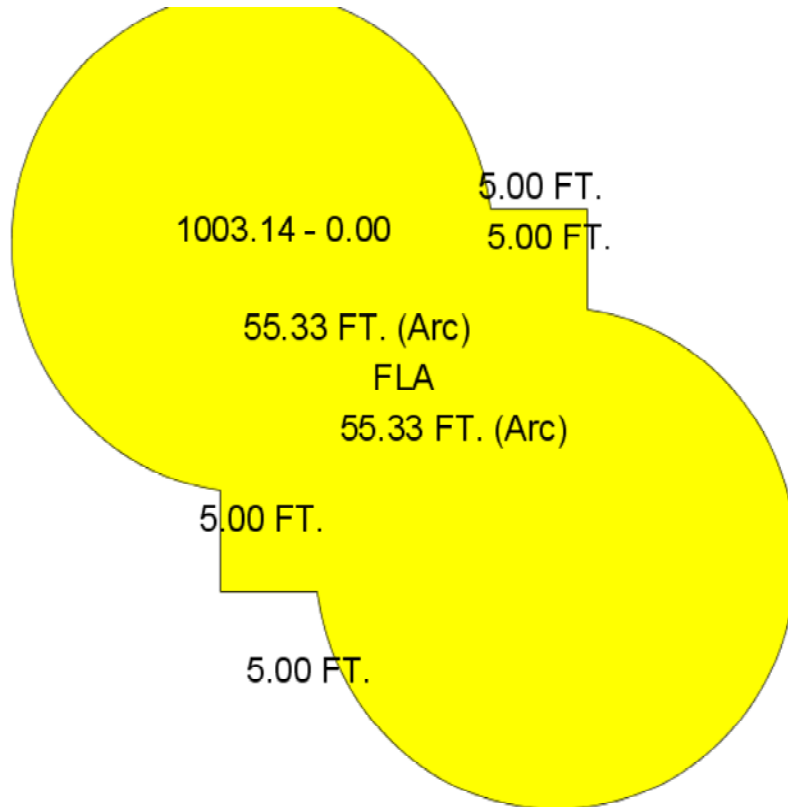
Building Type	Condition A	Quality Grade 400
Effective Age 20	Perimeter 131	Depreciation % 23
Year Built 1990	Special Arch 0	Grnd Floor Area 1,003
Functional Obs 0	Economic Obs 0	

Inclusions:

Roof Type	Roof Cover	Foundation
Heat 1	Heat 2	Bedrooms 0
Heat Src 1	Heat Src 2	

Extra Features:

2 Fix Bath	0	Vacuum	0
3 Fix Bath	2	Garbage Disposal	0
4 Fix Bath	0	Compactor	0
5 Fix Bath	0	Security	0
6 Fix Bath	0	Intercom	0
7 Fix Bath	0	Fireplaces	0
Extra Fix	21	Dishwasher	0



Sections:

Nbr	Type	Ext Wall	# Stories	Year Built	Attic	A/C	Basement %	Finished Basement %	Area
1	FLA		1	1990					1,003

Interior Finish:

Section Nbr	Interior Finish Nbr	Type	Area %	Sprinkler	A/C
	5217	COUNTY BLDGS A	100	N	N

Exterior Wall:

Interior Finish Nbr	Type	Area %

1411

C.B.S.

100

Building 3 Details

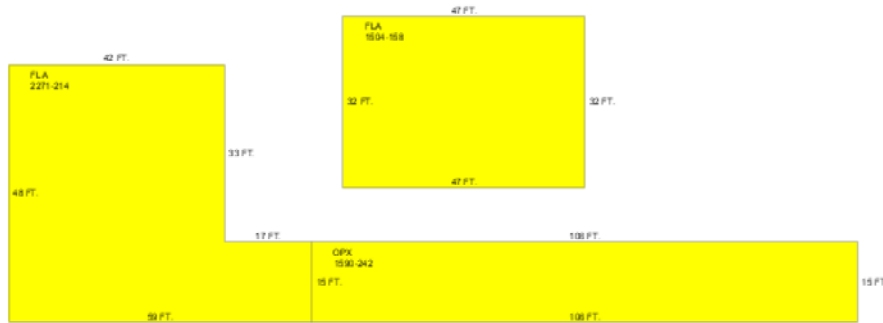
Building Type	Condition F	Quality Grade 400
Effective Age 32	Perimeter 372	Depreciation % 40
Year Built 1865	Special Arch 0	Grnd Floor Area 3,775
Functional Obs 0	Economic Obs 0	

Inclusions:

Roof Type	Roof Cover	Foundation
Heat 1	Heat 2	Bedrooms 0
Heat Src 1	Heat Src 2	

Extra Features:

2 Fix Bath 0	Vacuum 0
3 Fix Bath 0	Garbage Disposal 0
4 Fix Bath 0	Compactor 0
5 Fix Bath 0	Security 0
6 Fix Bath 0	Intercom 0
7 Fix Bath 0	Fireplaces 0
Extra Fix 4	Dishwasher 0



Sections:

Nbr	Type	Ext Wall	# Stories	Year Built	Attic	A/C	Basement %	Finished Basement %	Area
1	FLA		1	1893					2,271
2	OPX		1	1900					1,590
3	FLA		1	1893					1,504

Interior Finish:

Section Nbr	Interior Finish Nbr	Type	Area %	Sprinkler	A/C
	5218	COUNTY BLDGS B	100	N	N
	5220	COUNTY BLDGS B	100	N	N

Exterior Wall:

Interior Finish Nbr	Type	Area %
1412	AB AVE WOOD SIDING	40
1413	BRICK	60

Building 4 Details

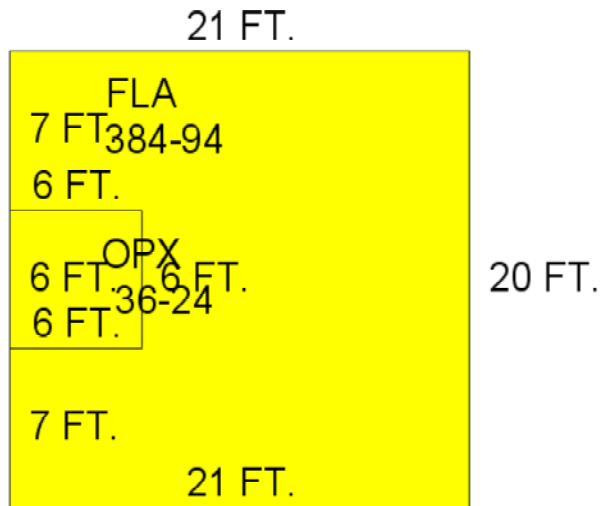
Building Type	Condition G	Quality Grade 400
Effective Age 13	Perimeter 94	Depreciation % 15
Year Built 2002	Special Arch 0	Grnd Floor Area 384
Functional Obs 0	Economic Obs 0	

Inclusions:

Roof Type	Roof Cover	Foundation
Heat 1	Heat 2	Bedrooms 0
Heat Src 1	Heat Src 2	

Extra Features:

2 Fix Bath	0	Vacuum	0
3 Fix Bath	2	Garbage Disposal	0
4 Fix Bath	0	Compactor	0
5 Fix Bath	0	Security	0
6 Fix Bath	0	Intercom	0
7 Fix Bath	0	Fireplaces	0
Extra Fix	20	Dishwasher	0



Sections:

Nbr	Type	Ext Wall	# Stories	Year Built	Attic	A/C	Basement %	Finished Basement %	Area
1	FLA		1	2002					384
2	OPX		1	2002					36

Interior Finish:

Section Nbr	Interior Finish Nbr	Type	Area %	Sprinkler	A/C
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5221

COUNTY BLDGS A

100

N

N

Exterior Wall:

Interior Finish Nbr	Type	Area %
1414	BRICK	100

Misc Improvement Details

Nbr	Type	# Units	Length	Width	Year Built	Roll Year	Grade	Life
0	FN3:WROUGHT IRON	444 SF	111	4	2011	2012	5	60
1	DK4:WOOD DOCKS	3,224 SF	403	8	1990	1991	4	40
2	SW2:SEAWALL	5,670 SF	945	6	1967	1968	4	60
3	AP2:ASPHALT PAVING	15,540 SF	0	0	1990	1991	2	25
4	AP2:ASPHALT PAVING	30,425 SF	0	0	1971	1972	2	25
6	TK2:TIKI	1,560 SF	0	0	1975	1976	5	40
7	TK2:TIKI	1,045 SF	0	0	1981	1982	2	40
8	CL2:CH LINK FENCE	9,080 SF	0	0	1986	1987	3	30
9	AP2:ASPHALT PAVING	35,040 SF	0	0	1986	1987	3	25
10	CL2:CH LINK FENCE	8,064 SF	0	0	1986	1987	1	30
11	PT3:PATIO	1,280 SF	0	0	1986	1987	2	50
12	RW2:RETAINING WALL	104 SF	0	0	1981	1982	5	50
13	RW2:RETAINING WALL	1,020 SF	0	0	1967	1968	1	50
14	AP2:ASPHALT PAVING	8,121 SF	0	0	1992	1993	2	25
15	PT3:PATIO	345 SF	0	0	1995	1996	2	50
16	UB2:UTILITY BLDG	96 SF	12	8	1997	1998	3	50
17	CL2:CH LINK FENCE	660 SF	110	6	1997	1998	1	30
18	AP2:ASPHALT PAVING	38,150 SF	0	0	1997	1998	2	25
19	FN2:FENCES	160 SF	32	5	1999	2000	2	30
20	PT3:PATIO	48 SF	4	12	1999	2000	2	50
21	TK2:TIKI	50 SF	0	0	1999	2000	1	40
22	TK2:TIKI	50 SF	0	0	1999	2000	1	40
23	TK2:TIKI	50 SF	0	0	1999	2000	1	40
24	TK2:TIKI	50 SF	0	0	1999	2000	1	40
25	TK2:TIKI	50 SF	0	0	1999	2000	1	40
26	TK2:TIKI	50 SF	0	0	1999	2000	1	40
27	TK2:TIKI	50 SF	0	0	1999	2000	1	40
28	TK2:TIKI	50 SF	0	0	1999	2000	1	40
29	TK2:TIKI	50 SF	0	0	1999	2000	1	40
30	TK2:TIKI	80 SF	0	0	1989	1990	1	40
31	TK2:TIKI	80 SF	0	0	1989	1990	1	40
32	TK2:TIKI	80 SF	0	0	1989	1990	1	40
33	TK2:TIKI	80 SF	0	0	1989	1990	1	40
34	TK2:TIKI	80 SF	0	0	1989	1990	1	40
35	TK2:TIKI	80 SF	0	0	1989	1990	1	40
36	TK2:TIKI	80 SF	0	0	1989	1990	1	40
37	TK2:TIKI	80 SF	0	0	1989	1990	1	40

38	WD2:WOOD DECK	625 SF	0	0	2000	2001	2	40
39	FN2:FENCES	240 SF	40	6	2001	2002	2	30
40	FN2:FENCES	540 SF	90	6	2002	2003	2	30

Appraiser Notes

LEASE AGREEMENT (HIGGS BEACH CONCESSION/RESTAURANT) RECORDED JANUARY 2009 IN OR2397-2411/2429. LEASE OF OPERATING AND MAINTAINING A FULL SERVICE CONCESSION/RESTAURANT AT CLARENCE S HIGGS MEMORIAL BEACH FOR A TERM OF FIVE YEARS COMMENCING 8/12/2008 AND TERMINATING ON AUGUST 11, 2013.

OR2661-908/987 DEVELOPMENT AGREEMENT FOR CLARENCE HIGGS BEACH PARK LOCATED AT 1000 ATLANTIC BLVD IN KEY WEST, FL WHICH IS A COMMUNITY PARK AND DOES NOT INCLUDE ANY RESIDENTIAL COMPONENTS. PROPERTY CONTAINS THE FOLLOWING EXISTING DEVELOPMENT WHICH WILL REMAIN ON PROPERTY: HISTORIC AFRICAN MEMORIAL CEMETERY, HISTORIC WEST MARTELLO TOWER AND GARDENS, THE SALUTE RESTAURANT, TWO HISTORIC BAND STANDS A/K/A GUN TURRETS, EXISTING TOILETS, FOUR SHADED PAVILIONS IN DOG PARK AND BEACH CONCESSIONS. PROPERTY PLANS TO ADD TO THE EXISTING STRUCTURES THE FOLLOWING: VISITOR AND NATURE CENTER, RELOCATION OF INTERNAL ROAD AND WHITE STREET ENHANCEMENTS, RELOCATION OF PARKING LOTS, ADD BICYCLE LANES, EXPAND BEACH AREA, RELOCATE AND EXPAND ASTRO CITY PLAYGROUND, ADD OR EXPAND SIDEWALKS FOR PEDESTRIAN USE, ADD TWO MAINTENANCE BUILDINGS, ADD TWO VOLLEYBALL COURTS AND TWO PICKLE BALL COURTS AND REMOVE TWO TENNIS COURTS.

2005-26-05 - BLDG #1- SALUTE! RESTAURANT, BLDG #2 - PUBLIC REST ROOMS, BLDG #3 - WEST MARTELLO TOWER, BLDG #4 - NEW RESTROOMS FOR MARTELLO TOWER TPP 8526687 - TROPICAL SAILBOATS INC., TPP 8929393 - SALUTE!

Building Permits

Bldg	Number	Date Issued	Date Completed	Amount	Description	Notes
1	08-0165	01/23/2008	02/13/2008	5,900	Commercial	COMPLETE SAFETY ISSUES
1	09-00004179	12/10/2009	08/09/2011	6,985	Commercial	BUILD NEW CROSS WALK AT EXISTING PARKING LOT
1	10-343	02/02/2010	04/09/2010	12,000	Commercial	HIGGS BEACH RESTROOM IMPROVEMENTS
1	10-344	02/04/2010	04/12/2010	3,000	Commercial	REPLACE PLUMBING FIXTURES
1	10-345	02/04/2010	04/12/2010	2,000	Commercial	REPLACE VENTILATION AND LIGHT FIXTURES
1	10-2655	08/11/2010	08/09/2011	25,990	Commercial	111' X 42" h SOLID STEEL PICKET FENCE CORE DRILLED IN TO EXISTING SLAB. AFRICIAN CEMETARY MEMORIAL PROJECT.
1	09-2009	07/08/2009	08/09/2011	10,000	Commercial	INSTALL WALK-IN COOLER (8X16)
1	11-706	03/08/2011	08/09/2011	18,000	Commercial	CONCRETE FOOTERS
1	11-4452	12/07/2011	08/10/2012	32,521	Commercial	REPLACE EXISTING PERIMETER FENCE AROUND FORT WALLS APPROX 169 LF
1	12-4354	12/26/2012		13,875	Commercial	REPLACE EXISTING AWNING WITH NEW AWNING.
1	09-3237	09/23/2009		15,000	Commercial	INSTALL 5-TON PACKAGE CENTRAL A/C ON THE ROOF OF KITCHEN. INSTALL 2.5 TON A/C ON ROOF OF BATHROOMS.
1	09-2295	07/30/2009		500	Commercial	REVISION TO PERMIT #09-1876. ELEC. WIRING OF ADA ENTRY & OUTDOOR BAR & ADA BATH. ADDING ELECTRICAL INSTALLATION AT COOLING BOX.
1	09-2274	09/08/2009		3,500	Commercial	ERECT NEW 6" X 6" P.T. POST & 6' X 8' P.T. WOODEN FENCE PANELS, INSTALL GATE HINGES & HANDLES. PLACE ROUND DECORATIVE BALL CAP AT ALL CORNERS PLACE INFORMAT. SIGNS ON THE FRONT OF THE GATES TO SAY: "NO PARKING TOW AWAY ZONE".
1	09-1961	06/30/2009		3,837	Commercial	INSTALL 550 SQ FT OF SBS MODIFIED BITUMEN SINGLE PLY ROOFING
1	09-1593	05/28/2009		2,000	Commercial	PLACE CONCRETE AT THE BASE OF 176 L.F. OF EXISTING SEAWALL THAT IS SEVERLY UNDERMINING. EMERGENCY ACTION. TURBIDITY SCREEN WILL BE PLACED BEFORE WORK BEGINS.
1	09-1441	05/28/2009		68,000	Commercial	ADA REQUIREMENTS: ADD RAMP TO ADA BATH ROOM NEW ACCESS DOOR TO BATHS. ADD 4X21 WOOD CANOPY OVER BATH APPROACH ROOF. POUR SLAB 8 X 16 FOR COOLER BOX, FRAME SURROUND & ROOF TO PROTECT COOLER BOX ADD ADA RAMP

						& CONCRETE TO ENTRANCE ADD 6' X 6' BAR OPEN WALL W/DOOR TO EXISTING BAR. ADD HURRICANE RATED IMPACT WINDOW TO EXISTING HOLE.
1	09-1876	06/23/2009		1,200	Commercial	ELECTRICAL WIRING OF ADA ENTRY AND OUTDOOR BAR AND ADA BATH
1	09-1767	06/15/2009		4,000	Commercial	RELOCATE TOILET FOR A HANDICAP BATHROOM INSTALL LAVATORY, REDO WATER HEATER
1	05-0850	04/20/2005		17,400	Commercial	ADD 1 1/2" DIA. HANDRAILS TO ENTRANCE RAMP (2). MAKE ADA RESTROOM REVISION (ENLARGE ADA STALLS USING 6" CMU W/GRAB BARS ACCESS DOOR & SINK). REPLACE REGULAR LAVATORY DOORS & PLYWOOD PARTITION WALL W/6" CMU. REPLACE PIPE CHASE DOORS. REPAIR SOFFIT. PAINT INTERIOR & SOFFIT.
1	05-0850	04/20/2005		35,600	Commercial	REPLACE EXISTING FLOURECENT LIGHT FIXTURES WITH (18) 12" X 12" 150W CEILING LIGHT FIXTURES WITH METAL HALIDE LAMPS. INSTALL POWER CIRCUITS FOR: (2) EXHAUST FANS W 1/4 HP 115V MOTOR (1) PRESSURE WASHER (1) HOT WATER HEATER.
1	05-0850	04/20/2005		27,600	Commercial	REPLACE ALL PLUMBING (18) FIXTURES RELOCATE SINK TO ADA TOILET STALL. INSTALL HOT WATER HEATER AND PRESSURE WASHER PIPING.
1	05-0850	04/22/2005		38,400	Commercial	APPLY WHITE ELASTOMERIC COATING TO ROOF SURFACE (12.8 SQUARES)
1	05-3650	09/07/2005		41,000	Commercial	INSTALL 1" ASPHALT PAVING OVERLAY STA .00 TO STA 8.44
1	06-5331	09/21/2006		10,000	Commercial	INSTALLATION OF BRICK PAVERS WALKWAYS & ENTRANCE AREA, ADA ACCESS AREAS, UNDER PAVILIONS, BENCHES AND WATER FOUNTAINS. APPROX 2700 SQ FT.
1	07-1779	04/18/2007		2,000	Commercial	TEMPORARY 6' CHAIN LINK SECURITY FENCE FOR PUBLIC SAFETY & SECURITY OF MATERIALS ETC. NEEDED FOR WORK BEING PERFORMED TO PIER. 2 - 16' GATES; 1 - 4' GATE; 250 LF
1	07-1225	05/02/2007		449,969	Commercial	MINOR DEMOLITION & RECONSTRUCTION OF 400 FT HIGGS BEACH PIER DUE TO PARTIAL DESTRUCTION 2004 HURRICANE SEASON. WORK TO RECONSTRUCT EXISTING WOOD STRUCTURE PLATFORM SYSTEM FOR THE PIER OVER THE ENTIRE 400 FT LENGTH.
	13-3809	09/11/2013	10/15/2014	12,500	Commercial	PLUMBING FOR 1-1200 GALLON GREASE TRAP. CONNECT TO MAIN SEWER OUTSIDE OF RESTAURANT.
	13-3900	09/17/2013	10/15/2014	0		PLUMBING TO REPLACE THE OLD LEAKING CAST IRON DRAIN LINES FOR THE KITCHEN INCLUDING: ONE 3 COMP SINK, ONE DISWASHER, TWO HAND SINKS, TWO PREP SINKS, THREE FLOOR DRAINS AND THREE FLOOR SINKS (SALUTE RESTAURANT)
	14-0542	02/28/2014		20,000		REMOVE ASPHALT AND INSTALL BRICK 1950 SF
1	A95-4332	12/01/1995	08/01/1996	250	Commercial	ROOF REPAIR
1	B95-4333	12/01/1995	08/01/1996	600	Commercial	PAINTING
1	P95-4334	12/01/1995	08/01/1996	4,000	Commercial	PLUMBING
1	96-0506	01/01/1996	08/01/1996	900	Commercial	PAVING
1	96-2190	05/01/1996	08/01/1996	2,250	Commercial	SLAB
1	96-2898	07/01/1996	08/01/1996	12,000	Commercial	RENOVATIONS
1	96-4399	11/01/1996	11/01/1996	3,500	Commercial	ROOF
1	97-1430	05/01/1997	10/01/1997	500	Commercial	RELOCATE KIOSK
1	97-2696	08/01/1997	12/01/1997	800	Commercial	RAILINGS ON BATHROOMS
1	98-0321	01/02/1998	11/06/1998	1,200	Residential	ELECTRICAL
1	98-0893	03/18/1998	11/06/1998	875	Commercial	TEMP ELECTRIC
1	98-0941	03/26/1998	11/06/1998	1,200	Commercial	22' ROLLING GATE
1	98-1328	04/23/1998	11/06/1998	3,250	Commercial	SANDBLAST/PAINT STEEL PAV
1	98-1602	05/21/1998	11/06/1998	40,000	Commercial	ASPHALT
1	98-3586	08/24/1998	11/06/1998	2,200	Commercial	RAIL FENCE/SHED

1	00-0854	04/03/2000	07/31/2000	5,000	Commercial	REPLACE AC AT RESTAURANT
1	00-0444	04/18/2000	07/31/2000	10,000	Commercial	SIDEWALKS/HANDICAP RAMP
1	10-1638	04/19/2001	11/29/2001	3,500	Commercial	FENCES
1	01-1330	03/23/2001	11/29/2001	700	Commercial	REPLACE EXHAUST FAN IN BA
1	01-1769	05/02/2001	11/29/2001	1,600	Commercial	FENCE
1	01-1638	05/07/2001	11/29/2001	3,500	Commercial	SATELITE DISH
1	01-2169	06/07/2001	11/29/2001	4,500	Commercial	NEW AWNING
1	02-2499	09/23/2002	12/26/2002	12,700	Commercial	INSTALL FIRE SUPPRESSION
1	02-1582	07/01/2002	12/05/2002	161,890	Commercial	NEW BLDG FOR REST ROOMS
1	02-1722	07/17/2002	12/05/2002	67,000	Commercial	ELECT FOR RESTROOM
1	02-2872	10/30/2002	12/12/2003	4,000	Commercial	ENLARGE COURTS
1	03-0740	03/19/2003	12/04/2003	14,908	Commercial	ROOF REPAIR
1	03-0413	02/20/2003	12/04/2003	2,500	Commercial	RAMP AT YOGA TIKI
1	04-1426	05/03/2004	12/02/2004	4,650	Commercial	NEW PLAYGROUND EQUIPMENT
1	04-1168	04/13/2004	12/02/2004	1,500	Commercial	TIKI HUT ROOF
1	04-1661	06/08/2004	12/02/2004	1,600	Commercial	RECOVER CANOPY
1	04-3514	11/10/2004	12/16/2004	2,500	Commercial	SECURITY LIGHTS
1	04-3515	11/15/2004	12/16/2004	2,500	Commercial	2 WATER FOUNTAINS
1	04-3513	11/15/2004		19,000	Commercial	REPLACE CHAIN LINK FENCE, 4 GATES
1	05-0850	04/20/2005		38,400	Commercial	MAKE ADA RESTROOM REVISIONS
1	05-3650	12/01/1995		41,000	Commercial	1" ASPHALT PAVING OVERLAY
1	06-2366	04/18/2006		4,000	Commercial	REPLACE 3 SECTIONS OF EXISTING FENCE
1	07-0562	03/12/2007		25,000	Commercial	PLACE GROUND LEVEL FLOATING SLAB & BEAMS OVER CEMETARY SITE
1	07-0563	03/12/2007		2,000	Commercial	INSTALL LIGHTING IN COLUMNS FOR MEMORIAL
1	07-1225	05/02/2007		449,969	Commercial	RECONSTRUCTION OF 400FT., OF HIGGS BEACH PIER.
1	07-0662	03/12/2007		25,000	Commercial	GROUND LEVEL SLAB OVER CEMETERY SITE INSTALL ADA RAMP
1	07-0663	03/12/2007		2,000	Commercial	INSTALL LOW LEVEL LIGHTIN IN COLUMNS TO ILLUMINATE MEMORIAL

Parcel Value History

Certified Roll Values.

[View Taxes for this Parcel.](#)

Roll Year	Total Bldg Value	Total Misc Improvement Value	Total Land Value	Total Just (Market) Value	Total Assessed Value	School Exempt Value	School Taxable Value
2014	1,129,103	409,386	27,206,057	28,744,546	28,744,546	28,744,546	0
2013	1,147,340	412,221	27,206,057	28,765,618	28,765,618	28,765,618	0
2012	1,147,340	419,064	27,206,057	28,772,461	28,772,461	28,772,461	0
2011	1,200,283	418,692	27,206,057	28,825,032	28,825,032	28,825,032	0
2010	1,203,100	425,465	62,759,070	64,387,635	64,387,635	64,387,635	0
2009	1,249,740	431,315	73,834,200	75,515,255	75,515,255	75,515,255	0
2008	1,249,740	438,069	73,834,200	75,522,009	75,522,009	75,522,009	0
2007	873,610	390,101	73,834,200	75,097,911	75,097,911	75,097,911	0
2006	883,359	363,666	28,549,224	29,796,249	29,796,249	29,796,249	0
2005	906,182	371,305	28,549,224	29,826,711	29,826,711	29,826,711	0
2004	820,738	380,402	28,549,224	29,750,364	29,750,364	29,750,364	0

2003	820,738	392,580	28,549,224	29,762,542	29,762,542	29,762,542	0
2002	733,895	401,420	28,549,224	29,684,539	29,684,539	29,684,539	0
2001	752,161	422,199	28,549,224	29,723,584	29,723,584	29,723,584	0
2000	767,932	206,004	23,134,716	24,108,652	24,108,652	24,108,652	0
1999	767,932	213,803	23,134,716	24,116,451	24,116,451	24,116,451	0
1998	512,553	179,354	23,134,716	23,826,623	23,826,623	23,826,623	0
1997	512,553	186,467	22,150,260	22,849,280	22,849,280	22,849,280	0
1996	465,956	192,693	22,150,260	22,808,909	22,808,909	22,808,909	0
1995	465,956	199,612	22,150,260	22,815,828	22,815,828	22,815,828	0
1994	465,956	207,367	22,150,260	22,823,583	22,823,583	22,823,583	0
1993	405,461	204,843	22,150,260	22,760,564	22,760,564	22,760,564	0
1992	0	67,485	22,150,260	22,217,745	22,217,745	22,217,745	0
1991	0	67,485	22,150,260	22,217,745	22,217,745	22,217,745	0
1990	0	67,485	19,812,177	19,879,662	19,879,662	19,879,662	0
1989	0	67,485	19,689,120	19,756,605	19,756,605	19,756,605	0
1988	0	67,485	12,797,928	12,865,413	12,865,413	12,865,413	0
1987	0	67,485	7,819,780	7,887,265	7,887,265	7,887,265	0
1986	0	67,485	7,380,467	7,447,952	7,447,952	7,447,952	0
1985	0	67,485	3,445,596	3,513,081	3,513,081	3,513,081	0
1984	0	67,485	3,445,596	3,513,081	3,513,081	3,513,081	0
1983	0	67,485	3,445,596	3,513,081	3,513,081	3,513,081	0
1982	0	67,485	3,445,596	3,513,081	3,513,081	3,513,081	0

Parcel Sales History

NOTE: Sales do not generally show up in our computer system until about two to three months after the date of sale. If a recent sale does not show up in this list, please allow more time for the sale record to be processed. Thank you for your patience and understanding.

There are no sales to display for this parcel.

This page has been visited 152,810 times.

Monroe County Property Appraiser
 Scott P. Russell, CFA
 P.O. Box 1176 Key West, FL 33041-1176

Public Notice

Public Meeting Notice

The Key West Planning Board will hold a public hearing at 6:00 PM on April 16, 2015 at Old City Hall, 510 Greene Street, Key West, Florida, (behind Sloppy Joe's Bar). The purpose of the hearing will be to consider a request for:

Conditional Use – 1000 Atlantic Boulevard (RE # 00058800-000000, AK # 1059293) - A request for conditional use approval for a mobile food concession as a food service facility associated with recreational activities on property located within the Public and Semipublic Services (PS) Zoning District pursuant to Sections 122-62 and 122-1018(8) of the Land Development Regulations of the Code of Ordinances of the City of Key West, Florida.

The public may examine the application during regular office hours, Monday through Friday between 8:00 AM and 5:00 PM, at the City of Key West Planning Department, located in Habana Plaza at 3140 Flagler Avenue. The application may also be examined online at www.keywestcity.com. Written responses must be submitted before the hearing to the contact person below.

Contact: Kevin Bond, Senior Planner; E-mail: kbond@cityofkeywest-fl.gov; Phone: 305-809-3725; Fax 305-809-3978;
Mail: PO Box 1409, Key West FL 33041-1409

THIS NOTICE CANNOT BE REMOVED FROM THE SITE UNTIL AFTER PLANNING BOARD DETERMINATION.

YOU ARE A PROPERTY OWNER WITHIN 300 FEET OF THE SUBJECT PROPERTY

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Applicant/Owner: Monroe County

Location: 1000 Atlantic Boulevard (RE # 00058800-000000, AK # 1059293)

Date of Hearing: April 16, 2015 **Time of Hearing:** 6:00 PM

Location of Hearing: Old City Hall, 510 Greene Street, City Commission Chambers

Interested parties may appear at the public hearing and be heard with respect to the application. Packets can be viewed online, the Friday before the meeting at www.keywestcity.com. Click on City Board & Committee Agendas. A copy of the corresponding application is available from the City of Key West Planning Department located at 3140 Flagler Avenue, Key West, Florida, Monday through Friday between the hours of 8:00 am and 5:00 pm.

Please provide written comments to: Kevin Bond, Senior Planner; **E-mail:** kbond@cityofkeywest-fl.gov;
Phone: 305-809-3725; Fax 305-809-3978; Mail: PO Box 1409, Key West FL 33041-1409

Pursuant to Section 286.0105, Florida Statutes, if a person decides to appeal any decision made by the Planning Commission or the City Commission with respect to any matter considered at such hearing or meeting, one will need a record of the proceedings and for such purpose that person may need to ensure that a verbatim record of the proceedings is made; such record includes the testimony and evidence upon which the appeal is to be based.

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 305-809-1000 or the ADA Coordinator at 305-809-3731 at least five business days in advance for sign language interpreters, assistive listening devices, or materials in accessible format.

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Owner_Name	Address1	Address2	CITY	State	ZIP	COUNTRY
1 ABRAMOVITZ LAWRENCE F AND CAROL		1020 VON	KEY WEST	FL	33040-4830	
2 ALEA DAVID JOSE DECLARATION OF TRUST 3/2/2006		1025 JOHN	KEY WEST	FL	33040-4825	
3 BAER ALEXANDER C		3908 N CH	BALTIMORE	MD	21218-1757	
4 BARNABY ALAN RAY AND TAMARA F		1021 JOHN	KEY WEST	FL	33040-4825	
5 BLUM CYNTHIA		1111 JOHN	KEY WEST	FL	33040-4827	
6 BRAY FAMILY TRUST AGREEMENT 10/10/2012		906 JOHN	KEY WEST	FL	33040-4746	
7 BUCKHEIM RICHARD A		900 JOHN	KEY WEST	FL	33040	
8 BUCY JEANNE REVOCABLE LIVING TRUST 9/3/2014		1100 JOHN	KEY WEST	FL	33040-4828	
9 CABOT F COLIN AND PAULA DEWEY		7097 SAN	LOUDON	NH	03307-1618	
10 CARTER LAWRENCE		1214 VAR	KEY WEST	FL	33040-3314	
11 CASA MARINA OWNER LLC		PO BOX 4	BROADWAY	NJ	08808-0437	
12 CITIMORTGAGE INC		1000 TEC	O FALLON	MO	63368-2240	
13 COBO LUIS E AND ANA A		1101 JOHN	KEY WEST	FL	33040-4827	
14 COLLIGAN JAMES J		1101 CAS	KEY WEST	FL	33040-4838	
15 DIBERT SUSANNE K AND SAMUEL C		13716 WIN	MIDLOTHIAN	VA	23112-4949	
16 EMMONS ROGER G LIV TR 8/20/2003		1131 JOHN	KEY WEST	FL	33040	
17 EVANS JOHN D TRUST DTD 7/22/1988		1617 WHIT	KEY WEST	FL	33040	
18 FLOYD JULIE ANN		PO BOX 5	KEY WEST	FL	33045-5294	
19 GOODRICH ADRIAN I AND TERRI A		PO BOX 4	LEESBURG	FL	34749-1616	
20 HALTERMAN JERRY L		1025 CAS	KEY WEST	FL	33040-4873	
21 HATCH RICHARD W III		1701 WHIT	KEY WEST	FL	33040	
22 HAYES ELISABETH OWEN		140 GRAF	CHEVY CHASE	MD	20815-3424	
23 HILL JOHN B SR AND SHIRLEY A		819 RIDGE	MELBOURNE	FL	32940-1760	
24 JACK WHITFIELD JR		1209 LAIR	KEY WEST	FL	33040	
25 JOHNSON FAMILY TRUST 08/20/1993	C/O JOHNSON WILLIAM FRANKL	4677 HAM	DELRAY BEACH	FL	33445-5318	
26 KREKEL WILLIAM E AND DIANA L		1601 WHIT	KEY WEST	FL	33040-4837	
27 LUJAN LAUREN L		903 CASA	KEY WEST	FL	33040	
28 MANSOUR PAUL S AND HEATHER L		920 JOHN	KEY WEST	FL	33040-4746	
29 MCCOOK ANNETTE M		1019 CAS	KEY WEST	FL	33040	
30 MIN KHIN MICHAEL		1624 SIRU	KEY WEST	FL	33040-5041	
31 NICOWSKI HENRY AND JANICE B REV LIV TR 5/4/2004		1003 CAS	KEY WEST	FL	33040-4873	
32 PERRY NICOLE HAWES QP RESIDENCE TRUST 6/22/2011		PO BOX 4	UPPERVILLE	VA	20185-0426	
33 REUT SUSAN		10150 BEL	JACKSONVILLE	FL	32256-9591	
34 RICHARDS P BARTON		21218 SAI	BOCA RATON	FL	33433-2435	

Owner_Name	Address1	Address2	CITY	State	ZIP	COUNTRY
35 ROBINSON NIKKI SOLITA REVOCABLE TRUST 12/30/200		1012 JOHN KEY WEST		FL	33040-4826	
36 ROSEBERRY DAVID L		9239 SUNI DALLAS		TX	75220-3949	
37 SHEPANZYK DEREK AND KRISTINA		410 CANAI LAKE GEORGE		NY	12845-1129	
38 SLAVEN JAMES ANDREW		21127 SHL GROSSE ILE		MI	48138	
39 SMATHERS BEACH CORPORATION	C/O RONGO CYNTHIA	405 MAYF. VENICE		FL	34293-4484	
40 SNELGROVE SIDNEY CAUGHMAN AND DEBORAH ANN MARSHALL		1210 JOHN KEY WEST		FL	33040	
41 STEARNS JEAN		1015 CAS/ KEY WEST		FL	33040-4873	
42 TAYLOR RICHARD B AND RHONDA S		150 E PON DECATUR		GA	30030-2588	
43 TIITF/CITY OF KEY WEST - KEY WEST REST	(BD OF TR OF THE IIF OF ST OF	%DNR DO TALLAHASSEE		FL	32399	
44 TRAMMELL JANE W TRUST 7/15/1992		901 JOHN: KEY WEST		FL	33040	
45 VAN ROOY ADAM		1030 N CC INDIANAPOLIS		IN	46202-2726	
46 WILSON CHARLOTTE M		1007 CAS/ KEY WEST		FL	33040-4873	
47 WOODWARD ROBERT G AND ELIZABETH A		1000 JOHN KEY WEST		FL	33040	

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