

**File #:** 2020-064

**Owner's Name:** Quack Properties, LLC

**Appellant:** Quack Properties, LLC

**Agent:** Barton W. Smith, Esq.

**Type of Application:** PC Appeal

**Key:** Big Pine Key

**RE #:**  
00301580-000000  
00301590-000000  
00301590-000100

# **Additional Information added to File 2020-064**

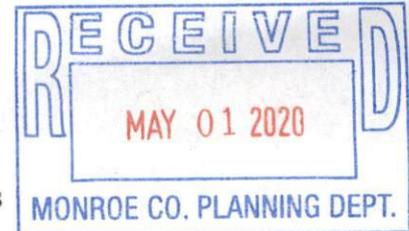
**End of Additional File 2020-064**

SMITH/HAWKS  
ATTORNEYS AT LAW

Barton W. Smith, Esq.  
Telephone: (305) 296-7227  
Facsimile: (305) 296-8448  
E-mail: [Bart@SmithHawks.com](mailto:Bart@SmithHawks.com)

**SENT VIA EMAIL**

April 13, 2020



Emily Schemper, Director of Planning and Environmental Resources  
2798 Overseas Highway, Suite 400  
Marathon, Florida 33050  
Email: [Schemper-Emily@monroecounty-fl.gov](mailto:Schemper-Emily@monroecounty-fl.gov)

Re: **Appeal Application: Letter of Development Rights Determination (LDRD) for three parcels of land located at 31095 Avenue A, 31096 Avenue B (Unit A and B) and a Vacant Parcel on Avenue B, Big Pine Key FL, having Parcel ID numbers 00301580-000000, 00301590-000100 and 00301590-000000 respectively [File 2019-088]**

Dear Emily,

Please allow this correspondence to serve as a formal appeal application ("Appeal"), pursuant to Section 102-185 of the Monroe County Land Development Code ("Code"). The owner of the property, Quack Properties, LLC ("Applicant") is appealing the County's Letter of Development Rights Determination ("LDRD") for three parcels of land located at 31095 Avenue A, 31096 Avenue B (Unit A and B) and a Vacant Parcel on Avenue B, Big Pine Key FL, having Parcel ID numbers 00301580-000000, 00301590-000100 and 00301590-000000 (File 2019-088) ("Application") for a determination as to the number of permanent residential dwelling units and the amount of nonresidential floor area that was lawfully established and thereby exempt from the Residential Rate of Growth Ordinance (ROGO) and Nonresidential Rate of Growth Ordinance (NROGO) permit allocation system on the above-described premises. Included in the Appeal package, please find the following: 1) Original Appeal application, 2) check in the amount of \$2,006.00, and 3) a copy of the application for date, stamp, and return. Applicant provides the following in support of the Appeal and will supplement the record prior to the final hearing.

**APPEAL GROUNDS**

Monroe County's ("County") determinations, as described below, do not fully evaluate the structures that have historically been present on the Properties:

**Zero (0) residential units** have been found to be lawfully established on the properties. There shall be no residential unit considered exempt from the ROGO permit allocation system pursuant to LDC Section 138-22.

**3,845 square feet of nonresidential floor area** was lawfully established on or about September 19, 2001, and is exempt from the NROGO permit allocation system pursuant to LDC Section 138-50. This square footage is attributed to the structure located at 31095 Avenue A (Parcel ID #00301580-000000).

**1,052.64 square feet of nonresidential floor area** was lawfully established on or about September 19, 2001, and is exempt from the NROGO permit allocation system pursuant to LDC Section 138-50. This square footage is attributed to the structure located at 31096 Avenue B (Parcel ID #00301590-000100).

The Applicant is specifically appealing the residential dwelling unit determination pursuant to Section 138-22 of the LDC, which states:

**Sec. 138-22. - Type of Development Not Affected.**

The residential ROGO shall not apply to the development described below:

- (a) **Redevelopment on-site.** Redevelopment, rehabilitation or replacement of any lawfully established dwelling unit or space that does not increase the number of dwelling units above that which existed on the site prior to the redevelopment, rehabilitation or replacement shall be exempt from the residential ROGO system.

The Planning Director shall review available documents to determine if a body of evidence exists to support the lawful existence of units on or about July 13, 1992, the effective date of the original ROGO. Such evidence shall be documented and submitted to the Planning Director on a form provided by the Planning and Environmental Resources Department. Any issued Monroe County building permit(s) for the original construction of the structure confirming the existence of the dwelling unit and its use(s) on or about July 13, 1992 can stand as the only piece of evidence for a ROGO exemption.

If there are no building permit(s) for the original construction of the structure which confirm the lawful existence of the dwelling unit and its use(s) on or about July 13, 1992, the application shall include, at a minimum, at least two of the following documents:

- (1) Any other issued Monroe County building permit(s) supporting the existence of the structure(s) and its use(s) on or about July 13, 1992;
- (2) Documentation from the Monroe County Property Appraiser's Office indicating residential use on or about July 13, 1992;
- (3) Aerial photographs (to confirm the number of structures, not the number or type of dwelling units) and original dated photographs showing the structure(s) existed on or about July 13, 1992;

- (4) Residential county directory entries on or about July 13, 1992;
- (5) Rental, occupancy or lease records, on or about July 13, 1992, indicating the number, type and term of the rental or occupancy;
- (6) State and/or county licenses, on or about July 13, 1992, indicating the number and types of rental units;
- (7) Documentation from the utility providers indicating the type of service (commercial or residential) provided and the number of meters in existence on or about July 13, 1992; and
- (8) Similar supporting documentation not listed above as determined suitable by the Planning Director.

Any dwelling unit established after the effective date of the original ROGO should be documented through the ROGO permit allocation system and dwelling units that received such allocations that were constructed and received certificates of occupancies may be established as exempt from ROGO through verification of the certificate of occupancy alone.

Provision of affidavits to support the existence of a dwelling unit(s) is allowed but cannot be the sole record upon which a decision is based.

Provision of documents is the responsibility of the applicant.

Dwelling units determined to be exempt from the ROGO per this subsection that have not been previously acknowledged by the Planning Director may also be nonconformities, pursuant to Chapter 102, Article III Nonconformities. Such occasions shall require a determination by the Planning Director as to the lawfulness of the nonconformity.

The Applicant requests an LDRD that includes a determination that one (1) permanent residential dwelling unit is lawfully established on the Properties, and presents the following evidence in support of the request and in satisfaction of section 138-22: 1) historical property record cards from the Monroe County Property Appraiser's office from before or on July 13, 1992; 2) Historical residential utility records from Florida Keys Aqueduct Authority ("FKAA") from before or on July 13, 1992; and 3) Historical residential utility records from Keys Energy Services ("KES") from before or on July 13, 1992.

**A permanent residential dwelling unit was lawfully established on or prior to July 13, 1992, and is exempt from the ROGO permit allocation system pursuant to LDC section 138-22.**

- Historical property record cards from the Monroe County Property Appraiser's Office from before the year 1992 provide clear evidence that a one (1) or more residential structures existed on the Lots 10 and 11, square 15.

Property record cards from the Monroe County Property Appraiser's office, dated before 1992, for the properties with Monroe County RE #s 00301509 and Alternate Key # 1373681 (lot 10 and 11) provide evidence that at least portions of the properties contained residential structures before July 13, 1992. The Real Property Record Cards contained in Monroe County Official Record Book 556, Page 93 and Book 417, Page 17-18 (collectively, the "Record Cards"), attached hereto as **Exhibit A**, provide evidence that lots 10 and 11 were at that time separated into northern and southern portions, *see below description*:

5-2

CASEY, JOHN W.  
 P.O. BOX 292  
 BIG PINE KEY, FL 33943

SANDS SUB BIG PINE KEY PB 1-65  
 PT GOV LTS 1 & 2 SEC 25 TWP 66S R  
 29E

LOTS 10 & 11 SQR 15  
 OR556-93

LAND COMPUTATIONS							
QUAN - TYPE-DESC.	SIZE-AREA	UNIT PRICE	D.F.	C.F.	PRICE PER FRONT FOOT	VALUE	
N 1/2 LOT 10	25x	100			3400	250	
N 1/2 LOT 11	25x	100			4500	250	
LOT 10	50x100				2400	500	
LOT 11	50x100					500	
TOTAL						1000	

74      15,100

AK: 1373681

Casey, John W.

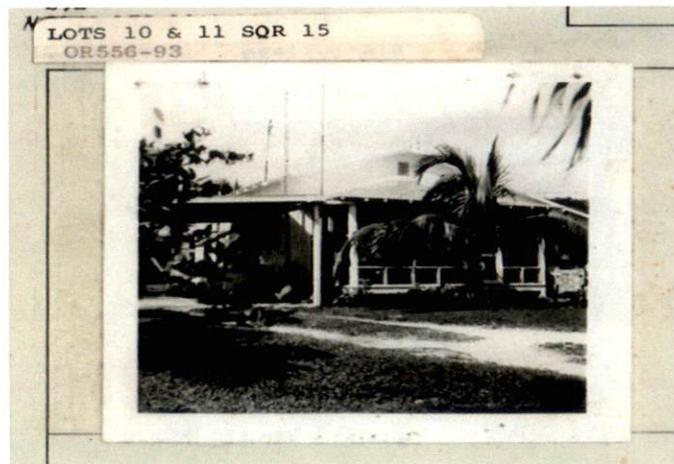
2450

SANDS SUB BIG PINE KEY PB 1-65  
 PT GOV LTS 1 & 2 SEC 25 TWP 66S R  
 29E

S. 1/2 LTS 10 & 11 SQR 15  
 OR417-17/18

LAND COMPUTATIONS							
QUAN - TYPE-DESC.	SIZE-AREA	UNIT PRICE	D.F.	C.F.	PRICE PER FRONT FOOT	VALUE	
S 1/2 LOT 10	25x	100				250	
S 1/2 LOT 11	25x	100				250	
TOTAL						500	

Additionally, the Record Cards provide photographic evidence of the structures present on the northern portion of the Properties, before July 13, 1992, *see below*:





The photo depicts a residential structure, complete with a driveway, car port and screened in patio area. In addition to the photographic evidence, an aerial depiction of the area, in or around 1992, attached hereto as **Exhibit B**, shows a driveway over the property, which has been corroborated by the Property Appraiser's Office.

Finally, the Property Record Cards identifies the structures present on the north side of the Properties as residential, *see below*:

IMPROVEMENT	CONSTRUCT			
	1	2	3	4
TYPE OF STRUCTURE	Res	Res		
YEAR BUILT				
ROOMS				
Total Rooms				
Eff. Apts.				
— Rm. Apts.				
— Rm. Apts.				
No. of Baths	1	1		
No. of Rest Rms.				
— Fixt. R. Rms.				
— Fixt. R. Rms.				
Total Fixtures				
FOUNDATION				

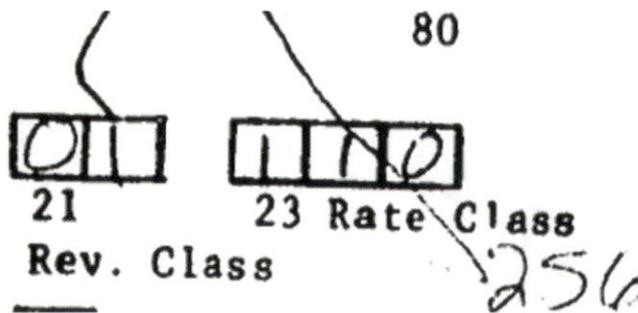
The description of the Property under the "type of structure" section on the Property Record Cards clearly identifies the structures as "Res" for both parcels before July 13, 1992, as is required by section 138-22

2. Historical utility records from Florida Keys Aqueduct Authority, from pre-1992, indicating when residential water utilities were initiated on the Properties, provide additional evidence of a residential structure.

In the LDRD, Monroe County describes the FKAA records as showing “an Application for residential water service at lot 10, block 15 (vacant property) dated 1/30/1981.” It is the Applicant’s belief that Monroe County did not consider the above described layout of the Properties, more specifically the manner in which the Properties were portioned into North and South, as evidenced by the Property Record Cards, when considering the possibility of a lawfully established residential structure. It is evident from the Property Record Cards that both lots were separated into North and South sections. Additionally, the Property record cards show that structures were only built on the Northern side of the lots. The FKAA records do not differentiate between the different sides of the lots but do clearly provide an application for residential water service commencing in 1981. When read together, it is evident that the properties had a residential structure and residential water service prior to July 13, 1992 on the Properties, which is sufficient evidence to show a legally existing residential structure existed on the Properties prior to July 13, 1992 pursuant to section 138-22 of the LDC.

3. Historical utility records from Keys Energy Services, from pre-1982, indicating when residential energy services were connected on lot 10 and 11, block 15, provide additional evidence of a residential structure on the Properties.

KES provided Applicant with several historical connect orders for lots 9,10 and 11 of block 15 that show when energy services were initiated on the Properties. The connect orders provided show that new service was requested and initiated on or before 1992. Additionally, each connect order includes a rate class that identifies whether the service is residential or commercial service; *see below*:



In accordance with KES protocol, rate class 110 represents residential service and 210 represents commercial service<sup>1</sup>. The connect order, dated 07/14/1981, attached hereto as **Exhibit C**, provides a 110 rate code for lots 10 and 11, block 15, indicating that a residential energy service contracted was initiated at this time, and clearly showing that a residential service was

<sup>1</sup> See Email dated 04/08/2020 from KES, RE 08784980, L9 B15 SANDS SUB. BIG PINE KEY. Describing rate codes.

Emily Schemper, Director of Planning and Environmental Resources  
RE: Appeal Application - Quack Properties, LLC, Big Pine, FL (File 2019-088)  
April 13, 2020  
Page 7 of 7

initiated on the Properties prior to July 13, 1992. Coupled the evidence provided above (Property Record Cards and the FKAA utility report), the KES connect order serves to prove that a residential structure was present on the Properties on or before July 13, 1992.

Based on the foregoing, Applicants request the LDRD include a determination that one (1) permanent residential dwelling unit is lawfully established on the Properties, and therefore be exempt from the ROGO permit allocation system.

Sincerely,



Barton W. Smith

BWS/JG/bg

Enclosures

Cc: Ilze Aguila, Sr. Planning Coordinator, ([Aguila-Ilze@MonroeCounty-FL.Gov](mailto:Aguila-Ilze@MonroeCounty-FL.Gov))  
Liz Yonque, Executive Assistant (Gato Building), ([Yongue-Liz@monroecounty-fl.gov](mailto:Yongue-Liz@monroecounty-fl.gov))

CASEY, JOHN W.  
 P.O. BOX 292  
 BIG PINE KEY, FL 33043

SANDS SUB BIG PINE KEY PB 1-65  
 PT GOV LTS 1 & 2 SEC 25 TWP 66S R 16/01  
 29E

LOTS 10 & 11 SQR 15  
 OR556-93

LAND COMPUTATIONS

QUAN - TYPE - DESC.	SIZE - AREA	UNIT PRICE	D.F.	C.F.	PRICE PER FRONT FOOT	VALUE
N 1/2 LOT 10	25x	100			3400	250
N 1/2 LOT 11	25x	100			4500	250
LOT 10	50x100				2100	500
LOT 11	50x100					500
TOTAL						500

74 15,100



PHOTO  
 IMP \* 3

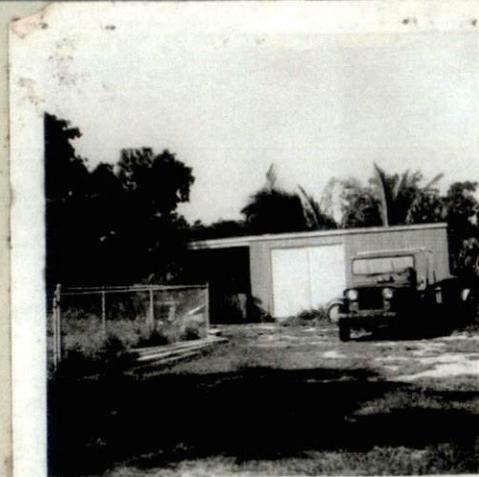


PHOTO  
 IMP \* 4

00 301590  
 REAL PROPERTY RECORD CARD

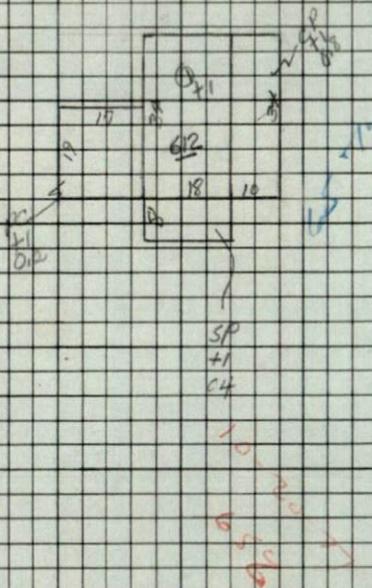
AK-1 373081  
 MONROE COUNTY, FLORIDA

VALUATION TOTALS

1966	LAND	500
	IMPROVEMENTS	5,260
	TOTAL	5,760
1969	LAND	1,000
	IMPROVEMENTS	5,510
	TOTAL	6,510
1968	LAND	1,000
	IMPROVEMENTS	5,500
	TOTAL	6,500
1971	LAND	2,100
	IMPROVEMENTS	5,500
	TOTAL	7,600
1973	LAND	3,400
	IMPROVEMENTS	5,500
	TOTAL	8,900
1974	LAND	4,500
	IMPROVEMENTS	6,600
	TOTAL	11,100
1978	LAND	7,600
	IMPROVEMENTS	6,500
	TOTAL	13,850

78 - NOTES - 6000  
 6350  
 12750  
 Assessment Changed  
 From 34,975 By Board  
 Of Equalization 1974

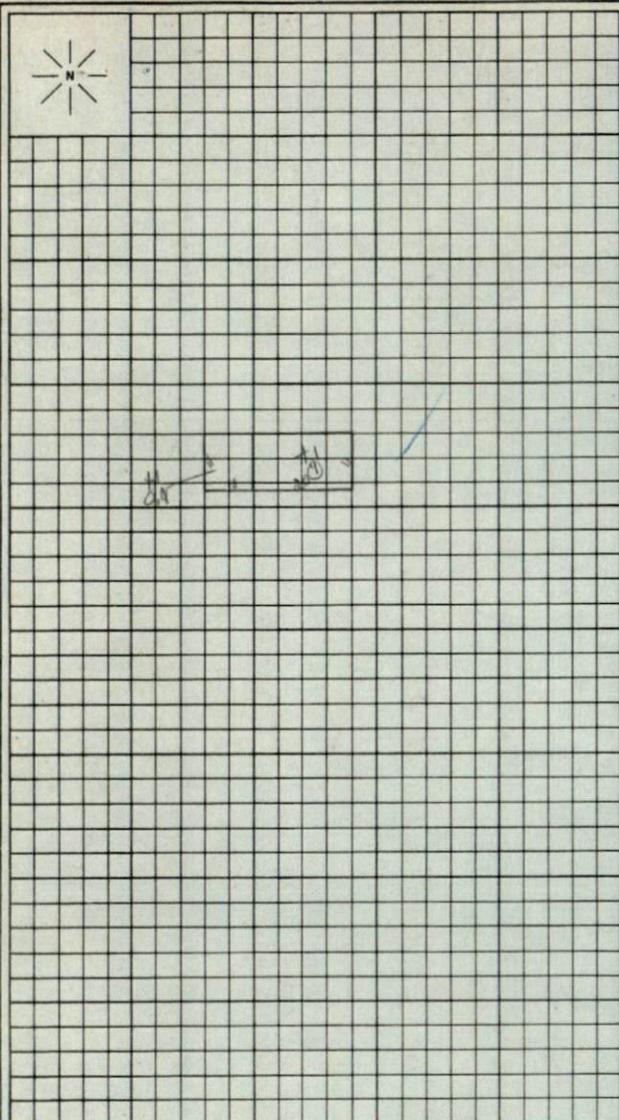
EXHIBIT  
 A



CARD	/	SCALE 1" =	LAND USE CODE
PLOTTED		FLDWK. BY	DATE
RANDOM		CLASSIFIED BY	DATE

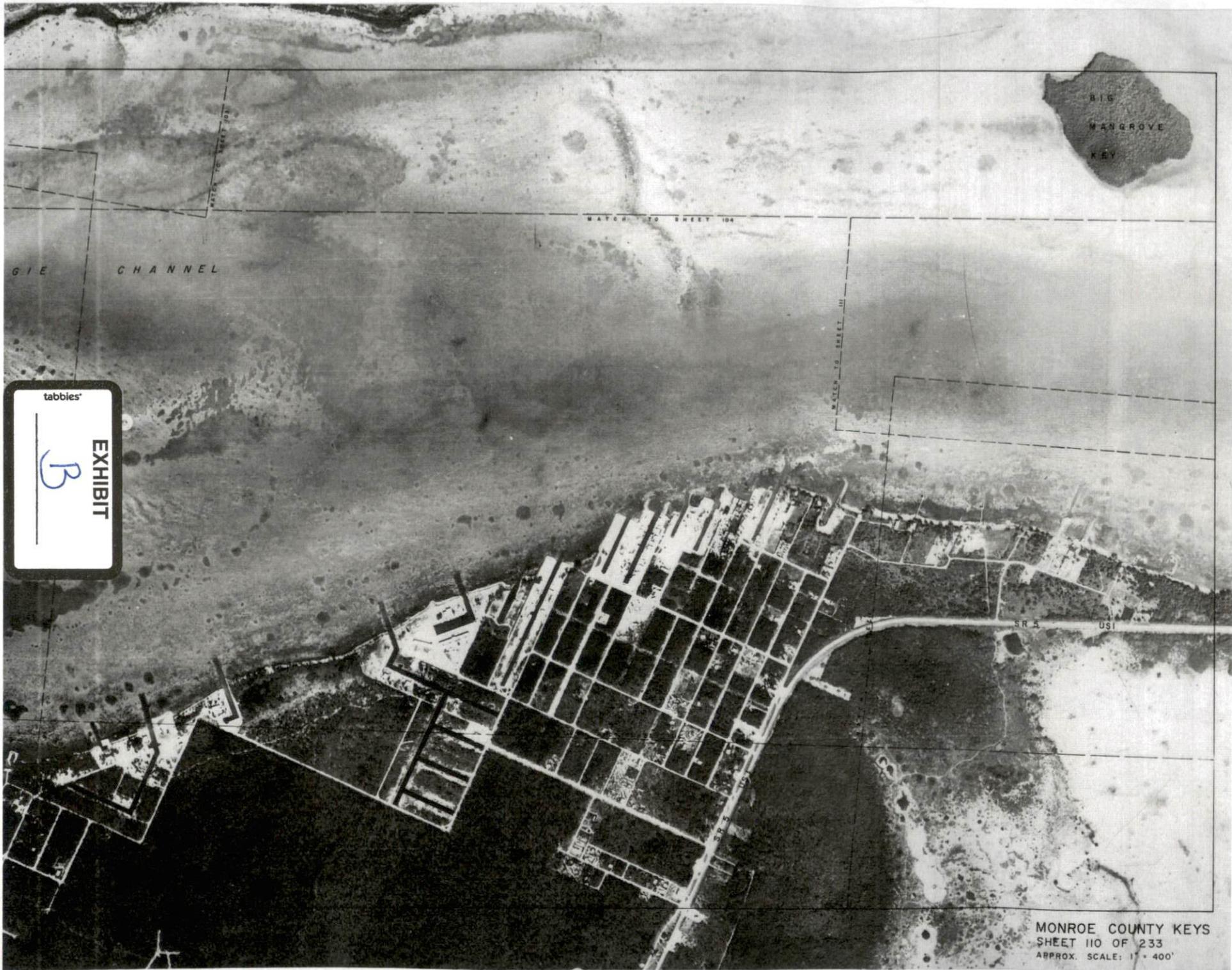
CONSTRUCTION DATA									
IMPROVEMENT	1	2	3	4	IMPROVEMENT	1	2	3	4
TYPE OF STRUCTURE	Res Res				INTERIOR FINISH				
					Unfinished				
					Wd. or Cell. Bds	✓ 24	✓ 18		
					Wallboard				
					Plaster, No Furring				
YEAR BUILT	ROOMS				FLOORS				
					None				
					Single Pine	✓ 5	✓ 5		
					Concrete				
					Conc., Asph. Tile				
FOUNDATION					PLUMBING				
					None				
					Poor				
					Good, Plain	✓ 8	✓ 8		
					Good, Tile				
ADJUSTMENTS					HEATING				
					None				
					Unit Heat				
					Cntrl. Heating				
					Cntrl. Cooling				
EXTERIOR WALLS					ELECTRICITY				
					None				
					Poor				
					Average	✓ 2	✓ 3		
					Good				
ROOF TYPE					CLASS & SCALE				
					CLASS UNITS	82	76		
					CLASS UNITS	-16	-16		
					TOTAL UNITS	66	60		
					BASE RATE	12.00	16.77		
ROOF MATERIAL					ADJ. RATE				
					ADJ. RATE	7.92	10.06		
					AREA	984	1006		
					E.F.				
					E.F.				
DEPRECIATION ADJUSTMENT					REP. COST NEW				
					REP. COST NEW	7,516	10,120		
					CONDITION	70	65		
					DEP. REP. VALUE	5,261	6,578		
					NO.	PHY.	ADJUSTMENT	%	COND.
1									
2									
3									
4									





CARD	SCALE 1" =	LAND USE CODE
PLOTTED	FLDWK. BY	DATE
RANDOM	CLASSIFIED BY	DATE

CONSTRUCTION DATA										
IMPROVEMENT	1	2	3	4	IMPROVEMENT	1	2	3	4	
TYPE OF STRUCTURE	Storage					INTERIOR FINISH				
						Unfinished				
						Wd. or Cell. Bds.	25			
						Wallboard				
						Plaster, No Furring				
YEAR BUILT	ROOMS				FLOORS					
	Total Rooms				None					
	Eff. Apts.				Single Pine					
	— Rm. Apts.				Concrete					
	— Rm. Apts.				Conc., Asph. Tile					
No. of Baths				Conc., Terrazzo						
No. of Rest Rms.				Double Pine						
— Fixt. R. Rms.				Double Hardwood						
— Fixt. R. Rms.				Precast Conc.						
Total Fixtures				Parquet						
FOUNDATION				Conc. Q. Tile						
Continuous Wall				Conc. Cor. Tile						
Pile				Marble						
Piling				Mark 10						
ADJUSTMENTS				PLUMBING						
Frame				None						
Height				Poor						
Front & Interior				Good, Plain						
Apt. Equiv.				Good, Tile						
Partitions				HEATING						
Special Use				None						
EXTERIOR WALLS				Unit Heat						
Wallboard				Cntri. Heating						
Corr. Metal				Cntri. Cooling						
Corr. Asbestos				Cntri. Cool & Heat						
Wd. Fr. Stucco				ELECTRICITY						
Wd. Fr. Asbestos				None						
C.B. Plain				Poor						
C.B. Stucco				Average						
Wd. Fr. Siding				Good						
Tile Stucco				CLASS & SCALE						
Brick				600						
Reinf. Conc.				CONST. UNITS						
Panel, Glass, Mtl.				CLASS UNITS						
ROOF TYPE				TOTAL UNITS						
Flat, Shed				BASE RATE						
Hip, Gable				ADJ. RATE						
Bar Joist				AREA						
Wood Truss				E.F.						
Prestressed				E.F.						
Steel Truss				REP. COST NEW						
ROOF MATERIAL				CONDITION						
Sht. Mtl. Roll				DEP. REP. VALUE						
T & G, B.U.				250						
Shing., Wd., Etc.				DEPRECIATION ADJUSTMENT						
Shing., Asbestos				NO. PHY. ADJUSTMENT % COND.						
Tile, Cement				1						
Tile, Clay				2						
Bermuda				3						
State				4						
Gypsum										



G.I.E. CHANNEL

WATCH TO SHEET 104

WATCH TO SHEET 103

BIG  
MANGROVE  
KEY

SR 5  
US 1

tabbles<sup>®</sup>

**B**

**EXHIBIT**

MONROE COUNTY KEYS  
SHEET 110 OF 233  
APPROX. SCALE: 1" = 400'

EXHIBIT

C

*Pd. Service Charge*

# CONNECT ORDER

*Inspection*  
Date 7/14/81

Time Rec'd  
*New*

CITY ELECTRIC SYSTEM

Order Issued By: BJS

Account No. 08784991109

MI 13

SHC 00

Pole # A 32-A1

Name  
First THOMAS MI 25 Last BREISSON

Street No. 1241 BIS

45 Direc.

Street Name LA WYDS SUB *Big Pine*

57 58 Zip Code 33040

63 Town Code 01

- New-----
- Transfer-----
- Reconnect-----
- Temp Service-----

- Meter Install-----
- Unseal-----
- Change of Name-----

\* 40 41 Previous Acc't No. 50

Former Address

Mailing Address-----32 Zip Code 11 13 17

Former Acc't.

- 18 19 Extra Name or Address Line 38
- 39 40 Different Billing Address 59
- 60 61 Different City and State 80

Meter Info.-----40 01 072981 01 110  
11 13 15 Last Test Date 21 23 Rate Class

36 Install Date

42 Install Reading

56 57 Dials Constant 5

60 61 Meter No. 25634  
26225

43 11

01 13

15 Turn-On Date

21 Turn-On Reading 00000

62 11

1 13

14 Dep. Date 0711481

20 Dep. Amount 7500

26 Dep. No. 121068

\*Remarks

I hereby apply for the above mentioned service in accordance with the terms & schedule of rates governing this class of service.

Order Completed By TC  
Date 7-31-71 Time

See Disconnect Order

Name of Customer

Occupation

By

Date No.

Order No. 72518

# CONNECT ORDER

Time Rec'd 3:01

CITY ELECTRIC SYSTEM

Date 8-6-86

Order Issued By: Melissa

Account No. 0878498019

13  
11

00  
13  
SHC

Pole # A32-17.5

Ruth A Leach  
15 First MI Last 39 Name

19815 Sands Subd 33043 21  
40 Street No. 45 Direc. 47 Street Name 57 58 Zip Code 63 Town Code

New  Meter Install   
Transfer  Unseal   
Reconnect  Change of Name   
Temp Service

0878498002  
40 41 Previous Acc't No. 50

Mailing Address 32 33043  
11 13 Zip Code 17

Former Address

Former Acc't.

*Note!*

Box 195E  
18 19 Extra Name or Address Line 38

Big Pine Key, FL  
39 40 Different Billing Address 59

60 61 Different City and State 80

Meter Info. 40 01     01 110  
11 13 15 Last Test Date 21 23 Rate Class

0 5874  
36 Install Date 42 Install Reading 56 Dials 57 Constant 60 61 Meter No.

43 01 080886 4025621  
11 13 15 Turn-On Date 21 Turn-On Reading

62 1 080686 210000 145423  
11 13 14 Dep. Date 20 Dep. Amount 26 Dep. No.

\*Remarks \_\_\_\_\_

I hereby apply for the above mentioned service in accordance with the terms & schedule of rates governing this class of service.

Name of Customer \_\_\_\_\_  
Occupation \_\_\_\_\_  
By \_\_\_\_\_

Order Completed By MN  
Date 8-8-86 Time \_\_\_\_\_

See Disconnect Order  
Date 4-7-86 No. 105493

Order No. 107417

# CONNECT ORDER

Time Rec'd \_\_\_\_\_

Date 10-4-78

CITY ELECTRIC SYSTEM

Order Issued By: CL

*new*  
0878998002  
1 Account No.

13  
11

05  
13  
SHC

Pole # \_\_\_\_\_

*No inspection*

15 FRENCH MI REALTY 39 Name  
First Last

40 45 47  
29-815 AVE A  
Street No. Direc. Street Name

57  
Sands Subh, Big Riv.

58 63  
33043 21  
Zip Code Town Code

New-----  
Transfer-----  
Reconnect-----  
Temp Service-----

Meter Install-----  
Unseal-----  
Change of Name-----

\*  
40 41 Previous Acc't No. 50  
Former Address  
Former Acc't.

Mailing Address-----  
32 33043  
11 13 17  
Zip Code

18 19 38  
2 PO BOX 2817  
Extra Name or Address Line  
39 40 59  
3 819 PINE KEY FLA.  
Different Billing Address  
60 61 80  
1 Different City and State

Meter Info.-----  
40 01 030861 02 210  
11 13 15 Last Test Date 21 23 Rate Class  
Rev. Class

36 42 56 57 60 61  
101378 2505 4 1 0 5874  
Install Date Install Reading Dials Constant Meter No.

11 13 15 21  
43 01 101378 2505  
Turn-On Date Turn-On Reading

11 13 14 20 26  
62 1 090677 5000 101030  
Dep. Date Dep. Amount Dep. No.

\*Remarks \_\_\_\_\_

I hereby apply for the above mentioned service in accordance with the terms & schedule of rates governing this class of service.

Order Completed By HR

Date 10-13-78 Time \_\_\_\_\_

See Disconnect Order

Name of Customer French Realty

Date \_\_\_\_\_ No. \_\_\_\_\_

Occupation FL DR. LIC F 652-213-16-785

Order No. 51554

By Phone 872-2287

Time Rec'd

4:00 PM

# CONNECT ORDER

CITY ELECTRIC SYSTEM

Date

9/6/77

Order Issued By

*[Signature]*

1 Account No. 1878498064

11 13

13 SHC 06

Pole #

A.3.2

15 First FRENCH REALTY MI 25 Last 4 89 Name

40 Street No. 49015

45 Direc.     

47 Street Name SANDS SUR 57

58 Zip Code 33083

63 Town Code 27

New-----

Meter Install-----

Transfer-----

Unseal-----

Reconnect-----

Change of Name-----

Temp Service-----

\* 40

41 Previous Acc't No. 1878498064 50

Former Address     

Former Acc't.     

Mailing Address-----

11 312

13 Zip Code 33043 17

18 PO BOX 237 19 Extra Name or Address Line 38

39 TRIG PAINE KEY FC 40 Different Billing Address 59

60      61 Different City and State 80

Meter Info-----

11 40

13 01

15 Last Test Date     

21 02

23 Rate Class 110

36 Install Date     

42 Install Reading     

56 Dials Constant      57

60 0

61 Meter No. 3878

11 43

13 01

15 Turn-On Date 09A777

21 Turn-On Reading 6039

11 62

13 1

14 Dep. Date 090677

20 Dep. Amount 5000

26 Dep. No. 108030

\*Remarks

I hereby apply for the above mentioned service in accordance with the terms & schedule of rates governing this class of service.

Order Completed By RC

Date 9-7-77 Time     

See Disconnect Order

Name of Customer FRENCH REALTY

Date 9/29/77

No. 44202

By ELIJOR FRENCH

Order No.

**44334**

APPLICATION  
MONROE COUNTY, FLORIDA  
PLANNING AND ENVIRONMENTAL RESOURCES DEPARTMENT



**APPEAL TO THE PLANNING COMMISSION**  
**[MUST BE RECEIVED WITHIN 30 CALENDAR DAYS OF THE DECISION]**

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

Application Fee: \$1500.00 (*required*)

Advertisement Fee: \$245.00 (*required*)

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

**Pursuant to Monroe County Code Section 102-185, the Planning Commission shall hear and decide upon appeals to administrative actions regarding provisions of the Land Development Code, excluding those related to floodplain management and actions by the Historic Preservation Commission.**

Date of Application: 04 / 13 / 2020  
Month Day Year

**Appellant:**

Quack Properties, LLC

Agent

Appellant (Name of Person, Business or Organization)

Contact Name

**Agent**

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

**Agent**

Agent

Appellant Phone #

Appellant Email Address

**Agent Authorized to Act for Appellant (if applicable):**

Smith HAWks, PL

Barton W. Smith

Agent (Name of Person, Business or Organization)

Contact Name

138 Simonton Street, Key West, Florida 33040

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

(305) 296 7227

Bart@smithhawks.com

Agent Phone #

Agent Email Address

APPLICATION

**Decision being appealed:**

Letter of Development Rights Determination (LDRD) for three parcels of land located at  
31095 Avenue A, 31096 Avenue B (Unit A and B) and a Vacant Parcel on Avenue B, Big Pine  
Key FL, having Parcel ID numbers 00301580-000000, 00301590-000100 and 00301590-000000  
(file 2019-088)

**Date of decision being appealed:** 03/11/2020

**Property Owner of Affected Property (if applicable):**  **Check Box if not applicable**

Quack Properties, LLC  
Property Owner (Name of Person, Business or Organization)  
Agent  
Mailing Address (Street, City, State and Zip Code)

**Legal Description of Affected Property (if applicable):**  **Check Box if not applicable**

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

15	8/9/10/11	Sands	Big Pine Key
Block	Lot	Subdivision	Key
00301580-000000, 00301590-000000,00301590-000100			1373672, 1373681, and 8844913
Real Estate (RE) Number(s)			Alternate Key Number(s)
31095 Avenue A, 31096 Avenue B (Unit A and B) and a Vacant Parcel on Avenue B			31
Street Address (Street, City, State & Zip Code)			Approximate Mile Marker

**A notice of appeal in the form prescribed by the Planning Director must be filed with the County Administrator and with the office or department rendering the decision, determination or interpretation within 30 calendar days of the decision. Failure to file such appeal shall constitute a waiver of any rights under this Land Development Code to appeal any decision, interpretation or determination made by an administrative official. Such notice shall be accompanied by the names and addresses of the owner, applicant, property owner, and adjacent property owners.**

\* \* \* \* \*

APPLICATION

All of the following items must be included in order to have a complete application submission:  
(Please check the box as each required item is attached to the application.)

- Completed application form (unaltered and unbound)
- Applicable fees (check or money order to *Monroe County Planning & Environmental Resources*)
- Full and unedited copy of the document(s) that provides the administrative decision being appealed (Tab A)
- Basis for the appeal in the nature of an initial brief and any evidence, including testimony, affidavits and the curriculum vitae of any expert witness that will be called (the brief must at a minimum state all grounds for the appeal, including but not limited to, the law being appealed and any facts necessary for interpretation of those laws) (See attached letter)

If applicable, the following must be submitted in order to have a complete application submittal:

Tab B- LDRD Application Package [File Number 2019-088]

- Agent Authorization form (*required if application is submitted on behalf of another party*) (Tab B)
- Proof of ownership (i.e. Warranty Deed) (*required if appellant is owner of a specific property that is subject of the appeal*) (Tab B)
- Property Record Card(s) from the Monroe County Property Appraiser (*required if a specific property(s) is subject of the appeal*) (Tab B)
- Typed name and address mailing labels of all property owners within a 600 foot radius of the property. This list should be compiled from the current tax rolls of the Monroe County Property Appraiser. In the event that a condominium development is within the 600 foot radius, each unit owner must be included. (Tab C)

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

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

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

Additional fees may apply pursuant to the approved fee schedule.

\* \* \* \* \*



# County of Monroe

## Planning & Environmental Resources Department

Marathon Government Center  
2798 Overseas Highway, Suite 400  
Marathon, FL 33050  
Voice: (305) 289-2500  
FAX: (305) 289-2536



## Board of County Commissioners:

Mayor Heather Carruthers, District 3  
Mayor Pro Tem Michelle Coldiron, District 2  
Craig Cates, District 1  
David Rice, District 4  
Sylvia J. Murphy, District 5

*We strive to be caring, professional, and fair*

Via email to [bart@smithhawks.com](mailto:bart@smithhawks.com)

March 11, 2020

Barton W. Smith  
138 Simonton Street  
Key West, FL 33040

**RE: Letter of Development Rights Determination (LDRD) for three parcels of land located at 31095 Avenue A, 31096 Avenue B (Unit A and B) and a Vacant Parcel on Avenue B, Big Pine Key FL, having Parcel ID numbers 00301580-000000, 00301590-000100 and 00301590-000000 respectively (File 2019-088)**

Dear Bart:

This letter is in response to your request for a determination as to the number of permanent residential dwelling units and the amount of nonresidential floor area that was lawfully established and thereby exempt from the Residential Rate of Growth Ordinance (ROGO) and Nonresidential Rate of Growth Ordinance (NROGO) permit allocation system on the above-described premises.

### **Background Information:**

The subject properties are located at 31095 Avenue A, 31096 Avenue B (units A and B) and a Vacant Parcel on Avenue B, mile marker 31, gulf side, on Big Pine Key. The properties are bordered to the north by Avenue B, to the east by 1<sup>st</sup> Street, to the south by Avenue A, and to the west by vacant land, which has been retired from development.

The properties are described as a three parcels of land in Section 25, Township 66, Range 29, Big Pine Key. They are currently assessed under Parcel ID numbers 00301580-000000, 00301590-000100 and 00301590-000000.

All three properties (approximately 20,000 total square feet, per Monroe County GIS), are located within the Suburban Commercial (SC) Land Use (Zoning) District and are designated Mixed Use / Commercial (MC) on the Future Land Use Map (FLUM) of the Monroe County Comprehensive Plan.

The aerial photographs below show the boundaries of the properties with the FLUM, Zoning Districts and Tier designations of the property and surrounding area.



*Subject Properties (outlined in blue) with Land Use Designations, 2018 Aerial*

**Residential Dwelling Units and Nonresidential Floor Area:**

The Applicant is requesting recognition that one (1) permanent residential dwelling unit and 4,524 square feet of non-residential floor area are lawfully-established and thereby exempt from the ROGO and NROGO permit allocation system.

*Residential:*

As defined in Monroe County Land Development Code (LDC), Sec. 101-1, *dwelling unit* means one or more rooms physically arranged for occupancy by one residential household sharing common living, cooking, and toilet facilities.

As defined in LDC Sec. 101-1, *residence or residential use*, as applied to any lot, plat, parcel, tract, area or building, means used or intended for dwelling purposes, but not including transient units.

As defined in LDC Sec. 138-19, when used in Chapter 138, Article II, *Residential dwelling unit (dwelling unit)* means a dwelling unit as defined in Sec. 101-1, and expressly includes the following other terms also specifically defined in Sec. 101-1: rooms, hotel or motel; campground spaces; mobile homes; transient units; and institutional residential units (except hospital rooms).

Pursuant to LDC Sec. 138-20, no building permit shall be issued for a new dwelling unless the dwelling unit has received a residential dwelling unit allocation award, or is determined to be exempt as provided below. Pursuant to LDC Sec. 138-21, the residential ROGO shall apply to all residential dwelling units, including institutional residential uses, such as nursing homes and rehabilitation centers, for which a building permit is required and for which building permits have not been issued prior to July 13, 1992, except as otherwise provided herein.

Pursuant to LDC Section 138-22(a), the residential ROGO shall not apply to the redevelopment, rehabilitation or replacement of any lawfully-established residential dwelling unit or space that does not increase the number of residential dwelling units above that which existed on the site prior to the redevelopment, rehabilitation or replacement.

Pursuant to LDC Section 138-47(a), *lawfully established ROGO/NROGO exemption* means a dwelling unit or nonresidential floor area that has received a permit or other official approval from the division of growth management for the unit and/or nonresidential floor area.

Pursuant to LDC Sec 138-22, the Planning Director shall review available documents to determine if a body of evidence exists to support the lawful existence of units on or about July 13, 1992, the effective date of the original ROGO. Such evidence shall be documented and submitted to the Planning Director on a form provided by the Planning and Environmental Resources Department. Any issued Monroe County building permit(s) for the original construction of the structure confirming the existence of the dwelling unit and its use(s) on or about **July 13, 1992** can stand as the only piece of evidence for a ROGO exemption.

*Nonresidential:*

As defined in LDC Sec. 101-1, *floor area* means the sum of the gross covered and enclosed habitable areas of a building or any other covered and enclosed structure, measured from the exterior walls or from the centerline of party walls.

As defined in LDC Sec. 138-47(a), *nonresidential floor area* means the sum of the total floor area for a nonresidential building or structure, as defined in Sec. 101-1. Additionally, covered and unenclosed boat racks with three or fewer sides not associated with retail sales of boats are not considered nonresidential floor area. Further, the term "nonresidential floor area" does not include space occupied by residential uses, including spaces occupied by transient residential unit and an institutional-residential use as defined in Sec. 101-1.

Pursuant to LDC Sec. 138-48(a), no building permit shall be issued after September 19, 2001 that results in additional nonresidential floor area on a site unless that nonresidential development has received a NROGO allocation award or is determined to be exempt as provided in LDC Sec. 138-50. Pursuant to LDC Sec. 138-49(a), the NROGO shall apply to the development of all new and expanded nonresidential

floor area, except as exempted by LDC Sec. 138-50, for which a building permit or other final development approval is required.

Pursuant to LDC Sec. 138-47(a) *Lawfully established ROGO/NROGO exemption* means a dwelling unit or nonresidential floor area that has received a permit or other official approval from the division of growth management for the units, unit and/or nonresidential floor area.

Pursuant to LDC Sec. 138-50(a), the Planning Director shall review available documents to determine if a body of evidence exists to support the existence of nonresidential floor area on or about September 19, 2001, the effective date of the original NROGO. Such evidence shall be documented and submitted to the Planning Director on a form provided by the Planning and Environmental Resources Department. Any issued Monroe County building permit(s) confirming the existence of the structure(s) and its use(s) on or about **September 19, 2001** can stand as the only piece of evidence for an NROGO exemption.

*Review:*

The following building permits confirming the existence of portions of the structures and their uses on or about **September 19, 2001** are on file in the Building Department's records:

**31095 Avenue A - Parcel ID #00301580-000000**

Permit # 20705

Permit Issue Date 4/24/1970

1,404 square feet (26' x 54')

Permit 20705 establishes the current structure's existence on the property but does not indicate the total square footage.

Subsequent permits establish amount of NROGO lawfully established as the existing structure expanded.

**31096 Avenue B - Parcel ID #00301590-000100**

No original building permits were found for the structure located on this property.

If there are no building permit(s) which confirm the lawful existence of the residential structures and their uses on or about July 13, 1992 and the nonresidential structure(s) and its use(s) on or about September 19, 2001, the application shall include, at a minimum, at least two of the following documents:

- (1) Any issued Monroe County building permit(s) supporting the existence of the structure(s) and its use(s) on or about July 13, 1992 for residential use; and September 19, 2001 for nonresidential use**

Permit #	Date Issued	Description	Observations & Notes
<b>31095 Avenue A – Parcel ID #00301580-000000</b>			
17359	1/15/1969	<ul style="list-style-type: none"> <li>• “10’ x 12’ (120 square feet) frame addition to existing coin laundry to have dryers.”</li> <li>• Note under “Additional Information” states: “10’ x 12’ addition to 10’ x 24’(240 square feet) existing building”.</li> <li>• Total of 360 square feet</li> </ul>	Appears to be a previous building that has since been demolished and replaced with current building. The Permit states that the property is Block 15 Lot 9 while all other permits for this Parcel ID # specify Block 15 Lots 8 and 9
20705	4/24/1970	<ul style="list-style-type: none"> <li>• C.B.S. Structure. Structure described as Laundry.</li> <li>• Size of building: 26’ x 54’ (<b>1,404 square feet</b>)</li> <li>• Plot Plan for Lots 8 &amp; 9 Block 15 depicts a 26’ x 54’ structure with half utilized as a laundry and half utilized as a store. Notation of smaller structure towards Ave. A states, “Pres. Bldg. to be removed.”</li> </ul>	Smaller structure towards Ave. A stating, “Pres. Bldg. to be removed” is roughly 10’ x 36’.
B421	5/23/1975	Electric	
B596	8/26/1975	<ul style="list-style-type: none"> <li>• Addition (10’ x 36’ = <b>360 square feet</b>) and repairs</li> <li>• States that the property was vacant at time of application and that the intended use is a sandwich shop</li> </ul>	States that the property was vacant at time of application and that the intended use is a sandwich shop as opposed to laundry or real estate office (see Permit A3214 for clarification). No site plan included in this Permit; however, it appears this building was demolished shortly after it was built. Permit A3214 shows a building of roughly 10’ x 36’ on the site plan with the description “Exist. Bldg. to be removed.”
A1637	10/19/1976	<ul style="list-style-type: none"> <li>• Electric permit for existing “Pool Hall.”</li> </ul>	
A1646	10/22/1976	<ul style="list-style-type: none"> <li>• Plumbing</li> </ul>	
A1617	10/23/1976	<ul style="list-style-type: none"> <li>• Minor renovation to existing building – no further detail</li> </ul>	
A2025	2/9/1977	<ul style="list-style-type: none"> <li>• 64 SF sign (single face).</li> </ul>	
A2364	5/12/1977	<ul style="list-style-type: none"> <li>• Electric and A/C.</li> </ul>	
A3214	12/30/1977	<ul style="list-style-type: none"> <li>• Addition – building no longer described as Laundry. Instead, the building is described as a Real Estate Office.</li> <li>• <b>1,404 square feet – doubles the size of the building approved via Permit 20705 to <u>2,808 total square feet according to site plan</u></b></li> <li>• Plot Plan for Lots 8 &amp; 9 Block 15 depicts a 52’ x 54’ structure with half noted as existing and half noted as a new structure. Notation of smaller structure towards Ave. A states, “Pres. Bldg. to be removed.”</li> </ul>	Smaller structure towards Ave. A stating, “Pres. Bldg. to be removed” is roughly 10’ x 36’.

Permit #	Date Issued	Description	Observations & Notes
<b>31095 Avenue A – Parcel ID #00301580-000000</b>			
A4395	11/17/1978	<ul style="list-style-type: none"> <li>Permit for replacement sign. Includes site plan of existing building with measurements 52' x 54' (<b>2,808 square feet</b>)</li> </ul>	
A5461	6/21/1979	<ul style="list-style-type: none"> <li>Installation of accordion style shutters for storefront</li> </ul>	
A13475	5/31/1985	<ul style="list-style-type: none"> <li>Façade to cover difference in roof line.</li> </ul>	
A14250	11/1/1985	<ul style="list-style-type: none"> <li>Interior walls – remodeling electric and plumbing included</li> <li>Includes a “plat of survey” that shows the building measuring approximately 54.6' x 54.6' (<b>2,981.16 square feet</b>)</li> </ul>	
A14976	3/12/1986	<ul style="list-style-type: none"> <li>3 phase electrical service</li> </ul>	
88101068	5/16/1988	<ul style="list-style-type: none"> <li>Fence – includes hand drawn site plan that shows existing building with two sections on back that are labeled “proposed Extension Roof Only”</li> <li>Existing portion of the building measures 50' x 54'6” (<b>2,725 square feet</b>)</li> </ul>	
91102752	5/9/1991	<ul style="list-style-type: none"> <li>Install A/C</li> </ul>	
92104277	1/20/1993	<ul style="list-style-type: none"> <li>Repaint existing sign - Includes site plan of the property showing a building measuring 54.6' x 54.6' (<b>2,981.16 square feet</b>)</li> </ul>	
93106677	8/16/1993	<ul style="list-style-type: none"> <li>Repaint existing sign</li> </ul>	
96101757	12/12/1996	<ul style="list-style-type: none"> <li>Modifications to sign structure</li> </ul>	
99100785	5/25/1999	<ul style="list-style-type: none"> <li>Sign permit – includes site plan of existing building, which measures 54'7” x 54'7” (<b>2,979.3 square feet</b>)</li> </ul>	
01103237	8/23/2001	<ul style="list-style-type: none"> <li>Painting exterior of commercial building</li> </ul>	
01103529	9/17/2001	<ul style="list-style-type: none"> <li>Re-paint 78SF double face sign</li> <li>Sign permit that includes hand drawn plan and Property Appraiser record card of the building.</li> <li>Previously existing portion of the building established in Permits 20705 and A3214 is shown as 54' x 55' (<b>2,970 square feet</b>).</li> <li>Two additional structures indicated on the back of the building: <ol style="list-style-type: none"> <li>35' x 20' (700 square feet) – <b>unfinished</b>, per property record card</li> <li>25' x 35' (<b>875 square feet</b>) – <b>finished</b>, per property record card</li> </ol> </li> <li><b>3,845 square feet total</b></li> </ul>	<p>Hand drawn plan. No survey. Property record card depicts a 54' x 55' structure and is noted as FLA2. Second structure noted as SBU4 (“utility building unfinished”) and indicated as 35' x 20'. Third structure noted as SBF3 (“utility building finished”) and indicated as 25' x 35'.</p>
<b>Permits Post September 19, 2001:</b>			
03102069	5/19/2003	<ul style="list-style-type: none"> <li>Install new fire system</li> </ul>	

Permit #	Date Issued	Description	Observations & Notes
<b>31095 Avenue A – Parcel ID #00301580-000000</b>			
03104386	10/30/2003	<ul style="list-style-type: none"> <li>• Build nonbearing fire wall per Fire Marshall</li> <li>• Includes a diagram from the Property Appraiser's website showing dimensions of the existing building. The previously existing part of the building established via Permits 20705 and A3214 measures 55' x 54' according to the Property Appraiser. Two other sections are on the back of the structure. One segment indicated as 35' x 20'. The second segment is indicated as 25' x 35'.</li> <li>• Total Square Footage according to Property Appraiser - <b>4,545 square feet.</b></li> </ul>	Additional structure noted as SBU4 and indicated as 35' x 20'. Second structure noted as SBF3 and indicated as 25' x 35'.
03105169		<ul style="list-style-type: none"> <li>• Converting 328 square feet of storage area to make added kitchen area, tiling 328 square feet of kitchen, removing 576 square feet of carpet in different part of the building and replacing with hardwood per plans.</li> </ul>	
04103543	7/26/2004	<ul style="list-style-type: none"> <li>• Paint exterior and interior of commercial building.</li> </ul>	
04103544	7/26/2004	<ul style="list-style-type: none"> <li>• Change sign copy to "Big Pine House of Music"</li> </ul>	
05101356	3/17/2005	<ul style="list-style-type: none"> <li>• Landscape</li> </ul>	
06105771	12/14/2006	<ul style="list-style-type: none"> <li>• Re-roof 3,000 square feet.</li> <li>• Boundary Survey for Lots 8, 9 10 &amp; 11 with a field work date of 8/1/2006. Boundary Survey shows that the previously existing portion of the building established via Permits 20705 and A3214 has changed footprint. The western wall of the building appears to have shrunk from over 50 feet in other permits to 40.2 feet.</li> <li>• According to the survey, approximately 176.73 square feet in the back right corner of the previously existing portion of the building has been made part of the exterior covered porch.</li> <li>• The previously existing portion of the building is 2,788.05 square feet based on measurements in the survey.</li> <li>• According to the survey, the back portion of the building has a total of 858.81 square feet.</li> <li>• There is a "covered area" in the survey that appeared to be enclosed in other permits. The dimensions of this area are not included in the survey.</li> <li>• Total square footage – <b>3,646.86 square feet</b></li> </ul>	<p>Note, boundary survey (dated 8/1/06) and property card (dated 12/11/2006) included in the file depict different structure configurations. Property record card depicts a 54' x 55' structure and is noted as FLA. Another structure noted as SBF and indicated as approx. 35' x 20'. Third structure noted as SBF and indicated as approx. 35' x 35'.</p> <p>No planning dept. reviews for re-roof permits.</p> <p>Boundary survey indicates a one story ground bldg., two stages and a covered area on lot 11 and asphalt and two small concrete areas on lot 10.</p>
07102911	7/6/2007	<ul style="list-style-type: none"> <li>• EXPIRED - Electrical wiring for septic system</li> </ul>	
07102912	7/6/2007	<ul style="list-style-type: none"> <li>• Wiring buffet tables (3) 20 amp circuits for band, outlets for arcade games. – Includes partial floor plan of the building although it is unclear what the dimensions are and which portion of the building is visible in relation to the property lines.</li> </ul>	
07103062	7/16/2007	<ul style="list-style-type: none"> <li>• Fence</li> </ul>	

Permit #	Date Issued	Description	Observations & Notes
<b>31095 Avenue A – Parcel ID #00301580-000000</b>			
07105365	1/31/2008	<ul style="list-style-type: none"> <li>EXPIRED - Add electrical for steam tables, reconnect refrigeration units, and replace electrical rec. for refrigerator. – includes partial floorplan of building but no dimensions</li> </ul>	
07303303	8/1/2007	<ul style="list-style-type: none"> <li>Rerough fixtures/re-locate drain to new treatment sys. –</li> <li>Property record card (11/15/2007) depicts a 54' x 55' structure and is noted as FLA. Another structure noted as SBF and indicated as approx. 35' x 20'. Third structure noted as SBF and indicated as approx. 36' x 35'.</li> </ul>	Includes site plan that shows expanded building footprint consistent with Permit 01103529 although the back left of the building is labeled as "covered area" suggesting no walls in that area.
07104949		<ul style="list-style-type: none"> <li>Repaint restaurant and repaint sign – includes hand drawn floor plan of building dated 4/9/2008.</li> <li>Western wall of previously existing portion of the building measures 50 feet according to the site plan vs. 40.2 feet in the boundary survey from Permit 06105771.</li> </ul>	The layout appears to be consistent with the boundary survey in Permit 06105771 but the dimensions appear to be inconsistent. Not all dimensions are provided. Planning is unable to calculate square footage in this permit.
07105365	1/31/2008	<ul style="list-style-type: none"> <li>Electrical permit – only includes partial floor plan. Dimensions of full building not clear.</li> </ul>	
08101478	8/5/2008	<ul style="list-style-type: none"> <li>Concrete Slab</li> </ul>	
10106966	12/16/2010	<ul style="list-style-type: none"> <li>Re-roof over 3,400 square feet of existing aluminum roof with "Enduraplus" premier roofing system per MFG specifications.</li> </ul>	Back left corner of the building appears to have been removed per satellite images included in the permit file.
11101618	4/4/2011	<ul style="list-style-type: none"> <li>EXPIRED – electric permit that includes satellite images of the property from 2011. Includes the back portion of the building referenced in permit 01103529.</li> </ul>	
11103636	8/23/2011	<ul style="list-style-type: none"> <li>Demo rear storage and patio area.</li> <li>According to a note on the Planning Department's review notes of this permit, <b>"Cannot be determined if outdoor patio and storage have been lawfully permitted" – 8/4/2011</b></li> </ul>	<p>Back left of the building referred to as "Patio" suggesting that this area was never enclosed and would not count as non-residential square footage.</p> <p>Demo permit reduces the size of the building; however, it is unclear what the total amount of SF demolished. The submitted site plan does not indicate measurements. Both portions of the building that are in question from Permit 0113529 appear to have been demolished via this permit.</p>

Permit #	Date Issued	Description	Observations & Notes
<b>31095 Avenue A – Parcel ID #00301580-000000</b>			
11104967	10/28/2011	<ul style="list-style-type: none"> <li>Rebuild 440 square foot roof over existing restrooms.</li> <li>Includes floor plan of the building.</li> </ul>	Appears to be an older plan as the portions of the building that were demolished via Permit 11103636 are included. Measurements of previously existing portion of the building appear to have expanded slightly.
12101273	3/15/2012	<ul style="list-style-type: none"> <li>Permit for electrical inspection for life safety issues.</li> </ul>	
12104953	11/29/2012	<ul style="list-style-type: none"> <li>Permit to replace an outside wall that was torn out during demolition.</li> </ul>	
<b>Vacant Lot Avenue B – Parcel ID #00301590-000000</b>			
N/A	N/A	N/A	
<b>31096 Avenue B – Parcel ID #00301590-000100</b>			
A7470	11/25/1980	<ul style="list-style-type: none"> <li>Install new 200 amp electric service for an “office building”</li> </ul>	
A7604	12/30/1980	<ul style="list-style-type: none"> <li>Remodel interior with paneling, paint exterior; no structural work. Building described as “office” with 3 units.</li> </ul>	
A7763	1/30/1981	<ul style="list-style-type: none"> <li>1 new lav. Replace 1 sink, 1 new toilet, replace 1 urinal water &amp; sewer connections</li> </ul>	
A7842	2/13/1981	<ul style="list-style-type: none"> <li>Install 2 AC</li> </ul>	
<b>Permits Post September 19, 2001:</b>			
06105771	12/14/2006	<ul style="list-style-type: none"> <li>Re-roof 3,000 square feet – this building permit is associated with 31095 Avenue A however, it does include a boundary survey that shows the building at 31096 Avenue B.</li> <li>Field work date of survey is 8/1/2006.</li> <li>According to the boundary survey, the building on Avenue B measures <b>34.4’ x 30.6’ (1,052.64 square feet)</b></li> </ul>	Boundary survey indicates a one story ground bldg., two stages and a covered area on lot 11 and asphalt and two small concrete areas on lot 10.

The permit records support:

- **Existence of a commercial building at 31095 Avenue A, with a total of 3,845 square feet on or about September 19, 2001.**
- **Existence of a commercial building at 31096 Avenue B on or about September 19, 2001, with a total of 1,052.64 square feet confirmed,** based on a boundary survey from August 1, 2006 – additional evidence below supports/confirms its existence in the 2006 configuration/size on or about September 19, 2001.

**(2) Documentation from the Monroe County Property Appraiser's Office indicating residential use on or about July 13, 1992; and nonresidential use on or about September 19, 2001;**

The subject properties are currently assessed under three parcels, Parcel ID numbers 00301580-000000, 00301590-000000, and 00301590-000100.

**Parcel ID #00301580-000000**

- Property Class is “Churches (7100)”
- Land use code of “Commercial Highway (100H)” for 10,000 SF

**Parcel ID #00301590-000000**

- Property Class is “Vacant (0000)”
- Land use code of “Commercial Dry (100D)” for 5,000 SF

**Parcel ID #00301590-000100**

- Property Class is “Multifamily – less than 10 units (0800)”
- Land use code of “Multi-Res Dry (080D)” for 5,000 SF

The current property record card lists the following buildings, uses and floor areas.

<i>Building #</i>	<i>Year Built</i>	<i>Floor Area</i>	<i>Uses / Notes</i>
<b>00301580-000000</b>			
1	1969	5,588 gross square feet and 2,655 finished square feet	Church
<b>00301590-000000</b>			
N/A	N/A	N/A	N/A
<b>00301590-000100</b>			
2	1981	1,377 gross square feet and 1,080 finished square feet	Multi-family

The current property record card also recognizes a 72 square foot wood deck at 31095 Avenue A and a 925 square foot concrete patio at 31096 Avenue B.

Current Property Appraiser records support 2,655 total square feet of nonresidential floor area at 31095 Avenue A, and possible residential (multi-family; number of units not indicated) use at 31096 Avenue B).

Historic Property Appraiser data from July 13, 1992 and/or September 19, 2001 was not submitted.

**(3) Aerial photographs and original dated photographs showing the structure(s) existed on or about July 13, 1992 for the residential units; and September 19, 2001 for nonresidential floor area;**

**Parcel ID #00301580-000000**

A small structure can be seen near the front of the property along Avenue A in 1969. It appears to be the building that was expanded via an addition in Permit 17359. Based on permit history, this building seems to have been demolished sometime in 1969 or early 1970 to make way for the current building.

The current building first appears on aerial photos in 1975. In 1981, the building appears to double in size. These photos match up with the timeline for permits 20705 (the original building permit) and

A3214, which doubled the building's footprint. The building appears to expand in footprint again in 1998. The footprint appears to remain unchanged between 1998 and 2012. In 2015 aerials, the footprint appears to have been reduced. The smaller footprint appears to closely resemble the footprint from 1981-1998.

***Parcel ID #00301590-000000 and 00301590-000100***

Aerial photographs from 1969 through 2018 confirm that a building has been continuously existing since at least 1969. The building's footprint appears to have been consistent during this time period.

Although Parcel ID #00301590-000000 is vacant, the structure at 31096 Avenue B (*Parcel ID #00301590-000100*) appears to extend slightly over the property line although no building is attributed to the vacant lot in any of the available building permits.

***(4) Residential County Directory entries on or about 1992; Nonresidential County Directory entries on or about September 19, 2001***

No relevant data found.

***(5) Rental, occupancy or lease records, on or about July 13, 1992 and/or September 19, 2001, indicating the number, type and term of the rental or occupancy;***

No rental, occupancy or lease records were provided by the applicant for review.

***(6) State and/or county licenses, on or about July 13, 1992, indicating the indicating the number and types of residential rental units and/or September 19, 2001, indicating the nonresidential use;***

No State or County licenses from that were provided by the Applicant for review.

***(7) Documentation from the utility providers indicating the type of service (commercial or residential) provided and the number of meters in existence on or about July 13, 1992 and/or September 19, 2001; and***

The Applicant provided a letter from Key's Energy Services indicating residential electrical service at 31096 Avenue B with 2 meters since July 15, 1996; and electric utility account information indicating **commercial electric service at 31095 Avenue A between 1995 and 2001.**

The Applicant provided a copy of an application for residential water service at Lot 10, Block 15 (vacant property) dated 1/30/1981; and for **commercial water service at Lot 10, Block 15 (vacant property) commencing 6/4/1996.**

***(8) Similar supporting documentation not listed above as determined suitable by the planning director.***

- The 1973-1986 zoning of the vacant lot and 31096 Avenue B (Parcel ID #00301590-000000 and Parcel ID #00301590-000100) was BU-2 (Medium Business District).
- The 1973-1986 zoning of 31095 Avenue A (Parcel ID #00301580-000000) was BU-2F

- From 1986 to present, all three subject properties have been located in the Suburban Commercial (SC) Land Use (Zoning) District.
- The Livable CommuniKeys Master Plan for Big Pine Key and No Name Key, Figure 2.3 Existing uses and commercial types in the US 1 Corridor on Big Pine Key, indicates a commercial use for 31095 Avenue A (Parcel ID #00301580-000000) and 31096 Avenue B (Parcel ID #00301590-000100).

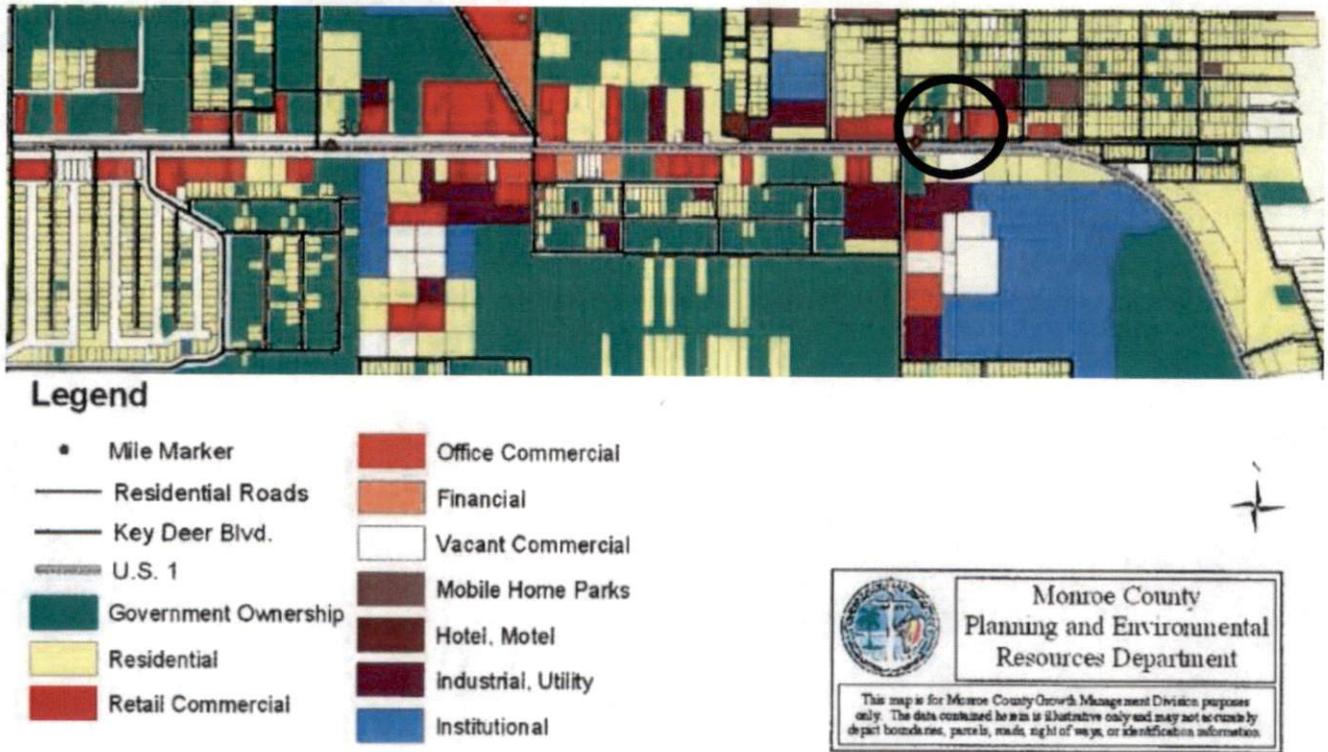


Figure 2.3 Existing uses and commercial types in the U.S. 1 Corridor on Big Pine Key.

**Lawfulness Determination:**

Based on a review of the above documents associated with the subject property, the Planning and Environmental Resources Department has determined the following:

- **Zero (0) residential units** have been found to be lawfully established on the properties. There shall be no residential unit considered exempt from the ROGO permit allocation system pursuant to LDC Section 138-22.
- **3,845 square feet of nonresidential floor area** was lawfully established on or about September 19, 2001, and is exempt from the NROGO permit allocation system pursuant to LDC Section 138-50. This square footage is attributed to the structure located at 31095 Avenue A (Parcel ID #00301580-000000).
- **1,052.64 square feet of nonresidential floor area** was lawfully established on or about September 19, 2001, and is exempt from the NROGO permit allocation system pursuant to LDC Section 138-50. This square footage is attributed to the structure located at 31096 Avenue B (Parcel ID #00301590-000100).

\* \* \* \* \*

This letter does not provide any vesting to existing regulations. The replacement of structures and any new accessory structures must be built in compliance with all applicable regulations of the Monroe County Land Development Code and Comprehensive Plan at the time of development approval. Furthermore, if the ROGO and/or NROGO-exempted development is replaced or substantially improved as defined in the Monroe County Land Development Code, such development must be brought into compliance with all applicable regulations.

You may appeal any decision, determination or interpretation set forth in this letter pursuant to Monroe County Code Sec. 102-185. A notice of appeal must be filed with the County Administrator, 1100 Simonton Street, Gato Building, Key West, Florida 33040, within 30 calendar days from the date of this letter. In addition, please submit a copy of your notice of appeal to the Planning Commission Coordinator, Monroe County Planning and Environmental Resources Department, 2798 Overseas Hwy, Suite 400, Marathon, Florida 33050.

We trust that this information is of assistance. If you have any questions regarding the contents of this letter or if we may further assist you with your project, please feel free to contact our Marathon office at (305) 289-2500.

Sincerely,



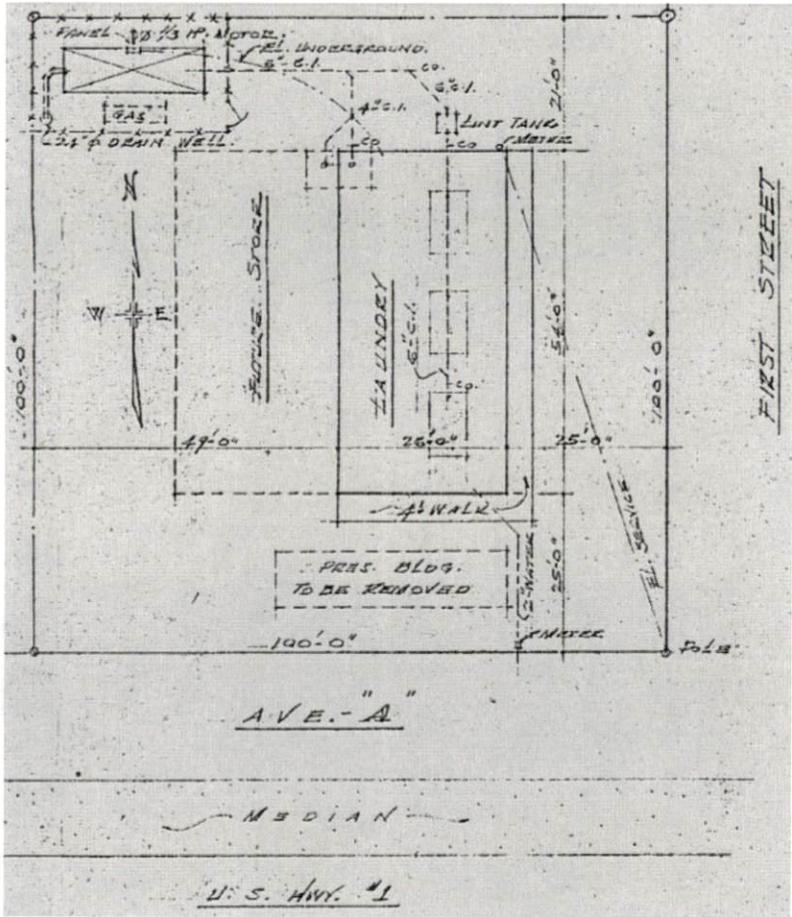
Emily Schemper, AICP, CFM  
Senior Director of Planning and Environmental Resources

ES/mr

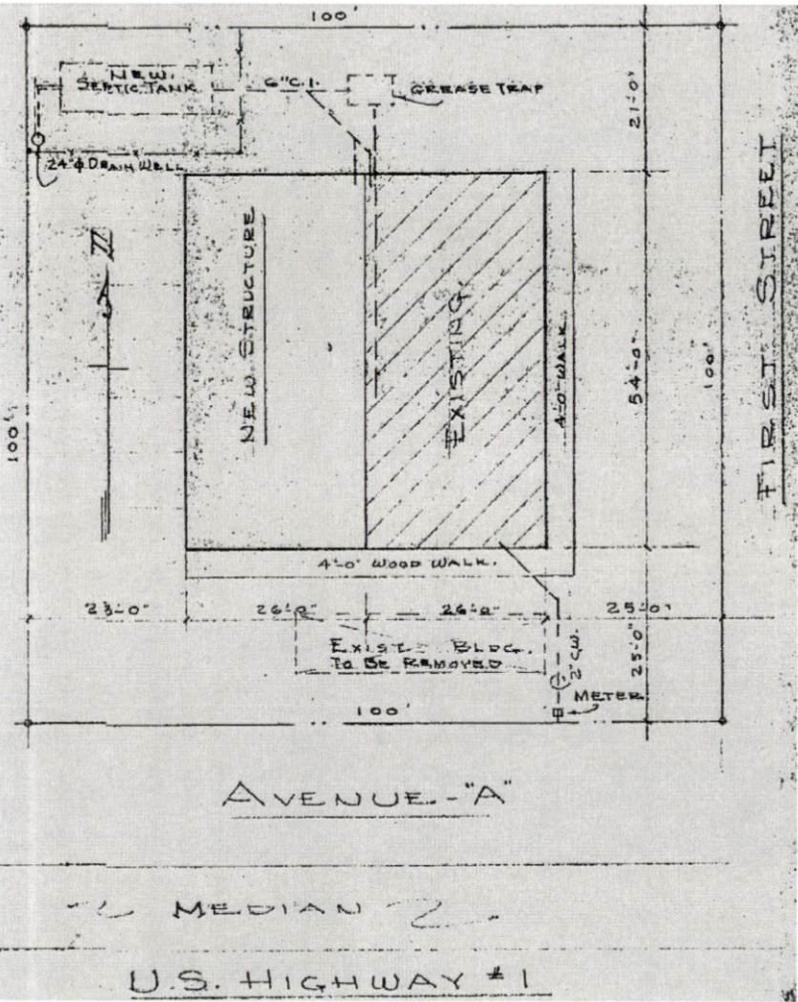
cc: Matt Restaino, Senior Planner

Excerpts from permit files:

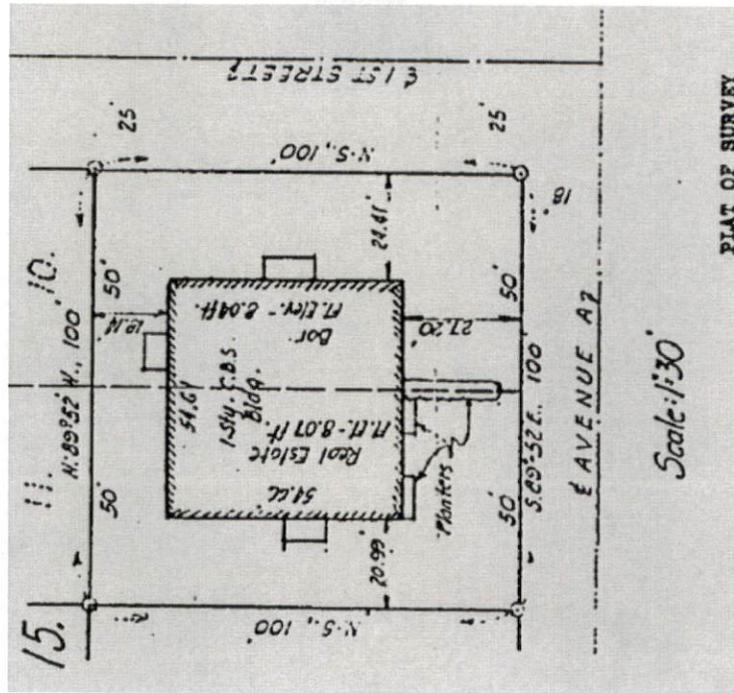
20705 (Lots 8 & 9)



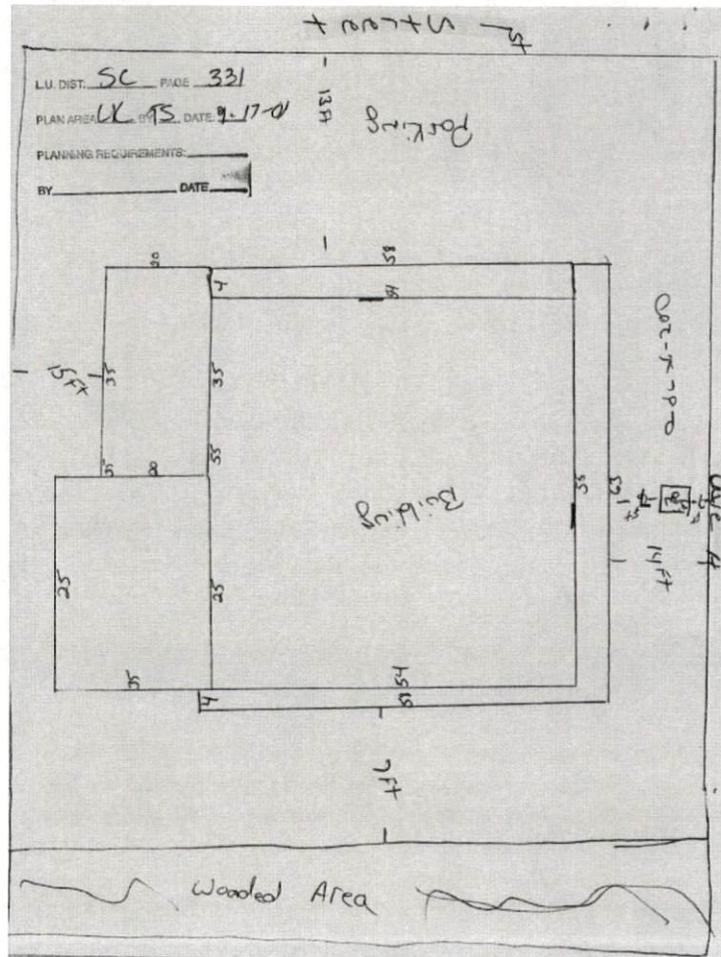
A3214 (Lots 8 & 9)



A14250 (Lots 8 & 9



01103529 (Lots 8 & 9)







APPLICATION  
**MONROE COUNTY**  
 PLANNING & ENVIRONMENTAL RESOURCES DEPARTMENT



**COPY**



**Request for a Letter of Development Rights Determination (LDRD)** PLANNING DEPT.

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

Application Fee: \$2,210.00

**Date of Application:** 04 / 30 / 2019  
Month Day Year

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

<u>SMITH HAWKS, PL</u>		<u>BARTON W. SMITH</u>	
<small>Applicant (Name of Person, Business or Organization)</small>		<small>Name of Person Submitting this Application</small>	
<u>138 SIMONTON STREET, KEY WEST, FLORIDA 33040</u>			
<small>Mailing Address (Street, City, State and Zip Code)</small>			
<u>(305) 296-7227</u>			<u>BART@SMITHHAWKS.COM</u>
<small>Work Phone</small>	<small>Home Phone</small>	<small>Cell Phone</small>	<small>Email Address</small>

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

<u>QUACK PROPERTIES, LLC</u>		<u>AGENT</u>	
<small>(Name/Entity)</small>		<small>Contact Person</small>	
<u>AGENT</u>			
<small>Mailing Address (Street, City, State and Zip Code)</small>			
<u>AGENT</u>			<u>AGENT</u>
<small>Work Phone</small>	<small>Home Phone</small>	<small>Cell Phone</small>	<small>Email Address</small>

**Legal Description of Affected Property:**

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

<u>15</u>	<u>8, 9, 10, and 11</u>	<u>SANDS</u>	<u>BIG PINE</u>
<small>Block</small>	<small>Lot</small>	<small>Subdivision</small>	<small>Key</small>
<u>00301580-000000, 00301530-000000, and 00301590-000100</u>			<u>1373672, 1373681, and 8844913</u>
<small>Real Estate (RE) Number</small>			<small>Alternate Key Number</small>
<u>31095 AVENUE A, VACANT LOT, and 31096 AVENUE B, A and B, BIG PINE KEY, FLORIDA 33043</u>			<u>31</u>
<small>Street Address (Street, City, State &amp; Zip Code)</small>			<small>Approximate Mile Marker</small>

APPLICATION

Number of Permanent Residential Dwelling Units on Property: 1

Number of Transient Residential Units on Property: None.

Amount of Non-Residential (i.e. commercial, industrial) Floor Area on Property: 4,524 sq. ft. (5,523 sq. ft. w/OPF)

Amount of permitted outdoor storage on the Property: Unknown.

Please list previous property owners' names:

31095 AVENUE A: G B HOLROYD; 1976 - GREGORY SOUCHIK; 1976 - CAROB ENTERPRISES; 1980 - OSCAR GRAY; 1981 - ROBERT FRENCH; 1985 - ROBERT A. GILLING; 2002 - ROBERT A. GILLING TRUST;

2010 - INSTALLATIONS UNLIMITED COMMERCIAL RENTALS, INC.; 2010 - RICHARD A. GILLING TRUST; 2012 - ORTHODOX MISSION OF THE THE FLORIDA KEYS; 2018 - QUACK PROPERTIES LLC

VACANT LOT & 31096 AVENUE B, A and B: G B HOLROYD; 1973 - JOHN CASEY; 1980 - CAROL FRENCH; 1985 - BABY FURNITURE OUTLET, INC.; 1987 - RICHARD A. GILLING; 2002 - RICHARD A. GILLING TRUST;

2010 - INSTALLATIONS UNLIMITED COMMERCIAL RENTALS, INC.; 2010 - RICHARD A. GILLING TRUST; 2012 - ORTHODOX MISSION OF THE FLORIDA KEYS; 2018 - QUACK PROPERTIES LLC

Please provide:

- Copy of any recorded conditional use permit and any previous modification approvals.
- Copy of the most recently approved site plan.
- Copy of any previous ROGO/NROGO Exemption/LDRD/Letter of Understanding.
- Copy of any previously issued building permits that indicate the existence of residential units or non-residential floor area or outdoor storage.
- Other records that indicate the existence of residential units or non-residential floor area or outdoor storage (i.e., records from other departments and agencies, boundary surveys, mobile home registrations, etc.)

If nonresidential:

Total number of non-residential buildings: 1

Total non-residential floor area in square feet: 4,524 sq. ft. (5,523 sq. ft. w/OPF)

If residential:

Total number of residential buildings: 1

Total number of permanent, market-rate units: None.

Total number of permanent, affordable units: None.

Total number of transient units (hotel, recreational vehicle and/or campground): None.

Is there a pending code enforcement proceeding involving all or a portion of the parcel proposed for development?

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

APPLICATION

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

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

- Complete application (unaltered and unbound)
- Correct fee (check or money order payable to *Monroe County Planning & Environmental Resources*)
- Proof of ownership (i.e., Warranty Deed)
- Current Property Record Card(s) from the Monroe County Property Appraiser
- Location map
- Current photograph(s) of all buildings on the site
- Water/Electric utility records (indicating when service was initiated)

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

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

- Notarized Agent Authorization Letter

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

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

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

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

Signature of Applicant: \_\_\_\_\_

Date: April 30, 2019

STATE OF FLORIDA

COUNTY OF MONROE

Sworn to and subscribed before me this 30 day of APRIL, 2019,

by BARTON W. SMITH, who is personally known to me OR produced (PRINT NAME OF PERSON MAKING STATEMENT)

\_\_\_\_\_ as identification. (TYPE OF ID PRODUCED)

Brandi Green  
Signature of Notary Public

BRANDI GREEN

Print, Type or Stamp Commissioned Name of Notary Public  
My commission expires:



APPLICATION

**Send complete application package to:**

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

340k

2200.00  
17.50  
2398.50

Prepared by and return to:  
Thomas D. Wright  
Attorney at Law  
Law Offices of Thomas D. Wright Chartered  
Post Office Box 500309  
Marathon, FL 33050  
305-743-8118  
File Number: 18-447  
Will Call No.:

Doc# 2189160 10/03/2018 3:50PM  
Filed & Recorded in Official Records of  
MONROE COUNTY KEVIN MADOK

10/03/2018 3:50PM  
DEED DOC STAMP CL: Brit \$2,380.00

Doc# 2189160  
Bk# 2930 Pg# 114

Parcel Identification No. 00301580/00301590/00301590-000100

[Space Above This Line For Recording Data]

## Warranty Deed

(STATUTORY FORM - SECTION 689.02, F.S.)

**This Indenture** made this 28th day of September, 2018 between **Orthodox Mission of the Florida Keys, Inc.**, a dissolved Florida not for profit corporation whose post office address is 3646 Bahama Street, Big Pine Key, FL 33043 of the County of Monroe, State of Florida, grantor\*, and **Quack Properties LLC**, a Louisiana limited liability company whose post office address is 7069 Jefferson Highway, New Orleans, LA 70123 of the County of Jefferson, State of Louisiana, grantee\*.

**Witnesseth** that said grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said grantee, and grantee's heirs and assigns forever, the following described land, situate, lying and being in **Monroe County, Florida**, to-wit:

**Lots 8, 9, 10, and 11, Block 15, SANDS SUBDIVISION, according to the plat thereof, as recorded in Plat Book 1, Page 65, Public Records of Monroe County, Florida.**

**This transfer is made to wind up and liquidate the corporation's business and affairs, pursuant to Sec. 607.1405(1), Fla. Stat.**

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

\* "Grantor" and "Grantee" are used for singular or plural, as context requires.

**In Witness Whereof**, grantor has hereunto set grantor's hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:

Orthodox Mission of the Florida Keys, Inc., a Florida dissolved corporation

By: [Signature]  
Katya Bromley, President and Authorized Agent

[Signature]  
Witness Name: Kirsten Busby  
[Signature]  
Witness Name: Michele Brossard

State of Florida  
County of Monroe

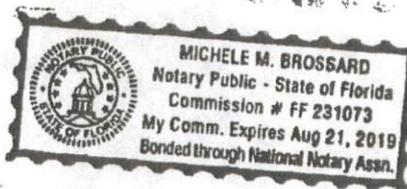
The foregoing instrument was acknowledged before me this 25<sup>th</sup> day of September, 2018 by Katya Bromley, President and Authorized Agent of Orthodox Mission of the Florida Keys, Inc., a Florida dissolved corporation, on behalf of the limited liability company. He/she  is personally known to me or  has produced a driver's license as identification.

[Notary Seal]

[Signature]  
Notary Public

Printed Name: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_



MONROE COUNTY  
OFFICIAL RECORDS

**Disclaimer**

The Monroe County Property Appraiser's office maintains data on property within the County solely for the purpose of fulfilling its responsibility to secure a just valuation for ad valorem tax purposes of all property within the County. The Monroe County Property Appraiser's office cannot guarantee its accuracy for any other purpose. Likewise, data provided regarding one tax year may not be applicable in prior or subsequent years. By requesting such data, you hereby understand and agree that the data is intended for ad valorem tax purposes only and should not be relied on for any other purpose.

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

**Summary**

Parcel ID 00301580-000000  
 Account# 1373672  
 Property ID 1373672  
 Millage Group 100H  
 Location Address 31095 AVENUE A, BIG PINE KEY  
 Legal Description BK 15 LT 8 AND 9 SANDS SUB PB1-65 BIG PINE KEY OR614-462 OR681-299 OR804-1410/11 OR841-1265 OR954-82 OR1843-2355/57 OR2453-1897/98 OR2495-121/22 OR2516/1472/73 OR2606-1472/73 OR2930-114  
(Note: Not to be used on legal documents.)  
 Neighborhood 10050  
 Property Class CHURCHES (7100)  
 Subdivision SANDS SUBD  
 Sec/Twp/Rng 25/66/29  
 Affordable Housing No



**Owner**

QUACK PROPERTIES LLC  
 PO Box 23741  
 New Orleans LA 70183

**Valuation**

	2018	2017	2016	2015
+ Market Improvement Value				
+ Market Misc Value	\$122,274	\$122,274	\$126,375	\$126,375
+ Market Land Value	\$1,535	\$1,535	\$1,535	\$1,367
= Just Market Value	\$77,250	\$75,000	\$75,000	\$75,000
- Total Assessed Value	\$201,059	\$198,809	\$202,910	\$202,742
- School Exempt Value	\$201,059	\$198,809	\$202,910	\$202,742
= School Taxable Value	(\$201,059)	(\$198,809)	(\$202,910)	(\$202,742)
	\$0	\$0	\$0	\$0

**Land**

Land Use	Number of Units	Unit Type	Frontage	Depth
COMMERCIAL HIGHWAY (100H)	10,000.00	Square Foot	50	100

**Commercial Buildings**

Style RESTRNT/CAFETR-D-/21D  
 Gross Sq Ft 5,588  
 Finished Sq Ft 2,655  
 Perimeter 0  
 Stories 1  
 Interior Walls  
 Exterior Walls WD OVER CONC BL  
 Quality 300 ()  
 Roof Type  
 Roof Material  
 Exterior Wall1 WD OVER CONC BL  
 Exterior Wall2  
 Foundation  
 Interior Finish  
 Ground Floor Area  
 Floor Cover  
 Full Bathrooms 0  
 Half Bathrooms 0  
 Heating Type  
 Year Built 1969  
 Year Remodeled  
 Effective Year Built 1950  
 Condition

Code	Description	Sketch Area	Finished Area	Perimeter
FLA	FLOOR LIV AREA	2,655	2,655	0
OPU	OP PR UNFIN LL	65	0	0
OPF	OP PRCH FIN LL	999	0	0
PTO	PATIO	1,869	0	0
<b>TOTAL</b>		<b>5,588</b>	<b>2,655</b>	<b>0</b>

**Yard Items**

Description	Year Built	Roll Year	Quantity	Units	Grade
WOOD DECK	1991	1992	1	72 SF	2
FENCES	1987	1988	1	600 SF	2

**Sales**

Sale Date	Sale Price	Instrument	Instrument Number	Deed Book	Deed Page	Sale Qualification	Vacant or Improved
9/25/2018	\$340,000	Warranty Deed	2189160	2930	114	37 - Unqualified	Improved
12/28/2012	\$374,000	Warranty Deed		2606	1472	05 - Qualified	Improved
4/25/2011	\$0	Quit Claim Deed		2516	1472	11 - Unqualified	Improved
11/29/2010	\$100	Quit Claim Deed		2495	121	11 - Unqualified	Improved
2/15/2010	\$100	Warranty Deed		2453	1897	11 - Unqualified	Improved
9/1/1985	\$150,000	Warranty Deed		954	82	M - Unqualified	Improved
9/1/1981	\$40	Warranty Deed		841	1265	M - Unqualified	Improved

**Permits**

Number	Date Issued	Date Completed	Amount	Permit Type
12104953	11/29/2012	4/9/2013	\$1	
12104953	11/29/2012	4/9/2013	\$2,475	
12101273	3/15/2012	4/9/2013	\$0	
11104967	10/28/2011	4/9/2013	\$0	
11103636	8/23/2011	12/8/2011	\$12,868	
11101618	4/4/2011	4/9/2013	\$0	
10106966	12/16/2010	4/9/2013	\$4,120	
081011478	8/5/2008	4/9/2013	\$800	
07105365	1/31/2008	4/9/2013	\$6,000	
07103303	11/21/2007	4/9/2013	\$820	
07103062	7/16/2007	12/29/2008	\$300	
6105771	12/14/2006		\$2,960	
03-5169	11/21/2003	12/30/2003	\$800	
01-3234	8/23/2001	12/30/2001	\$1,500	
91-2752	5/1/1991	12/1/1996	\$5,000	
88-1068	6/1/1988	11/1/1988	\$1,000	
A14250	11/1/1985	12/1/1985	\$800	

**Notes**

- REPLACE WALL TO SECURE BLDG
- REPLACE AN OUTSIDE WALL THAT WAS TORN OUT DURING THE DEMO.
- PERMIT TO ALLOW THE MONROE COUNTY ELECTRICAL INSPECTOR TO COME TO THE PREMISES AND CHECK THE ELECTRIC FOR LIFE SAFETY ISSUES
- REBUILD AREA OF ROOF OVER EXISTING RESTROOMS
- DEMO REAR STORAGE AND PATIO
- RELOCATE EXISTING ELEC SERVICE ENTRANCE, INSTALL NEW RISER, METER BASE AND MAIN DISCONNECT
- ROOF OVER 3400 SF EXISTING ALUM ROOF WITH "ENDURAPLUS" SYSTEM
- slab for LP tank
- MISC ELECTRIC
- RE-ROUGH EXISTING FIXTURES/RELOCATE DRAIN TO NEW TREATMENT SYSTEM
- Wood Fence
- PATCH ROOF
- COMMERCIAL REMODEL
- EXTERIOR PAINTING
- A/C
- FENCE
- INTERIOR RENOVATIONS

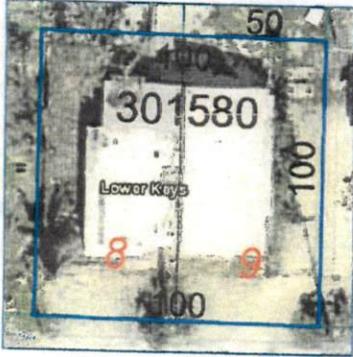
**View Tax Info**

[View Taxes for this Parcel](#)

**Sketches (click to enlarge)**



Map



TRIM Notice

2018 Notices Only

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

© 2018 Schneider Geospatial

04/18/2018



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

**Summary**

Parcel ID 00301590-00000  
 Account# 1373681  
 Property ID 1373681  
 Millage Group 100H  
 Location Address VACANT LAND, BIG PINE KEY  
 Legal Description BK 15 LT 10 SANDS SUB PB1-65 BIG PINE KEY OR556-93 OR819-689 OR934-548 OR1001-737 OR1843-2355/56 OR2453-1897/98 OR2495-121/22 OR2516-1472/73 OR2606-1472/73 OR2930-114  
(Note: Not to be used on legal documents.)  
 Neighborhood 100S0  
 Property Class COMMERCIAL (1000)  
 Subdivision SANDS SUBD  
 Sec/Twp/Rng 25/66/29  
 Affordable Housing No



**Owner**

QUACK PROPERTIES LLC  
 7069 Jefferson Hwy  
 New Orleans LA 70123

**Valuation**

	2018	2017	2016	2015
+ Market Improvement Value	\$0	\$0	\$0	\$0
+ Market Misc Value	\$2,245	\$2,358	\$2,593	\$2,347
+ Market Land Value	\$30,250	\$25,000	\$25,000	\$25,000
= Just Market Value	\$32,495	\$27,358	\$27,593	\$27,347
- Total Assessed Value	\$30,094	\$27,358	\$27,593	\$27,007
- School Exempt Value	(\$32,495)	(\$27,358)	(\$27,593)	(\$27,347)
= School Taxable Value	\$0	\$0	\$0	\$0

**Land**

Land Use	Number of Units	Unit Type	Frontage	Depth
COMMERCIAL DRY (100D)	5,000.00	Square Foot	50	100

**Yard Items**

Description	Year Built	Roll Year	Quantity	Units	Grade
FENCES	2008	2009	1	762 SF	2

**Sales**

Sale Date	Sale Price	Instrument	Instrument Number	Deed Book	Deed Page	Sale Qualification	Vacant or Improved
9/25/2018	\$340,000	Warranty Deed	2189160	2930	114	37 - Unqualified	Improved
12/28/2012	\$374,000	Warranty Deed		2606	1472	05 - Qualified	Vacant
4/25/2011	\$0	Quit Claim Deed		2516	1472	11 - Unqualified	Vacant
11/29/2010	\$100	Quit Claim Deed		2495	121	11 - Unqualified	Vacant
2/15/2010	\$100	Warranty Deed		2453	1897	11 - Unqualified	Vacant
1/1/1987	\$65,000	Warranty Deed		1001	737	U - Unqualified	Vacant
1/1/1985	\$95,000	Warranty Deed		934	548	Q - Qualified	Improved
9/1/1980	\$40,000	Warranty Deed		819	689	Q - Qualified	Improved

**Permits**

Number ☺	Date Issued ☺	Date Completed ☺	Amount ☺	Permit Type ☺	Notes ☺
07103062	7/16/2007	12/29/2008	\$300		
A7842	2/1/1981	12/1/1981	\$3,000		wood fence A/C

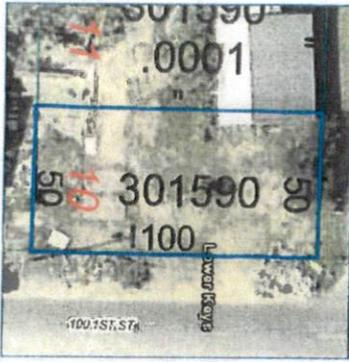
**View Tax Info**

[View Taxes for this Parcel](#)

**Photos**



Map



TRIM Notice



2018 Notices Only

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

1001STST

**Disclaimer**

The Monroe County Property Appraiser's office maintains data on property within the County solely for the purpose of fulfilling its responsibility to secure a just valuation for ad valorem tax purposes of all property within the County. The Monroe County Property Appraiser's office cannot guarantee its accuracy for any other purpose. Likewise, data provided regarding one tax year may not be applicable in prior or subsequent years. By requesting such data, you hereby understand and agree that the data is intended for ad valorem tax purposes only and should not be relied on for any other purpose.

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

**Summary**

Parcel ID 00301590-000100  
 Account# 8844913  
 Property ID 8844913  
 Millage Group 100H  
 Location Address 31096 AVENUE B A AND B, BIG PINE KEY  
 Legal Description BK 15 LT 11 SANDS SUB PB1-65 BIG PINE KEY OR556-93 OR819-689 OR934-548 OR1001-737 OR1843-2355/56 OR2453-1897/88 OR2495-121/22 OR2516-1472/73 OR2606-1472/73 OR2930-114  
(Notice: Not to be used on legal documents.)  
 Neighborhood 549  
 Property Class MULTI FAMILY LESS THAN 10 UNITS (0800)  
 Subdivision SANDS SUBD  
 Sec/Twp/Rng 25/66/29  
 Affordable Housing No



**Owner**

QUACK PROPERTIES LLC  
 PO Box 23741  
 New Orleans LA 70183

**Valuation**

	2018	2017	2016	2015
+ Market Improvement Value	\$61,595	\$125,176	\$103,608	\$106,371
+ Market Misc Value	\$6,867	\$6,867	\$7,242	\$6,461
+ Market Land Value	\$67,500	\$67,500	\$51,250	\$48,750
= Just Market Value	\$135,962	\$199,543	\$162,100	\$161,582
= Total Assessed Value	\$135,962	\$178,310	\$162,100	\$161,582
- School Exempt Value	\$0	\$0	\$0	\$0
= School Taxable Value	\$135,962	\$199,543	\$162,100	\$161,582

**Land**

Land Use	Number of Units	Unit Type	Frontage	Depth
MULTI RES DRY (0800)	5,000.00	Square Foot	50	100

**Buildings**

Building ID	34250	Exterior Walls	CONC BLOCK
Style	GROUND LEVEL	Year Built	1981
Building Type	M.F. - R2 / R2	EffectiveYearBuilt	1981
Gross Sq Ft	1377	Foundation	CONCRETE SLAB
Finished Sq Ft	1080	Roof Type	GABLE/HIP
Stories	1 Floor	Roof Coverage	METAL
Condition	AVERAGE	Flooring Type	CONC S/B GRND
Perimeter	132	Heating Type	NONE with 0% NONE
Functional Obs	50	Bedrooms	2
Economic Obs	0	Full Bathrooms	2
Depreciation %	39	Half Bathrooms	0
Interior Walls	DRYWALL	Grade	500
		Number of Fire Pl	0

Code	Description	Sketch Area	Finished Area	Perimeter
CPU	CARPORT UNFIND	297	0	0
FLA	FLOOR LIV AREA	1,080	1,080	0
TOTAL		1,377	1,080	0

**Yard Items**

Description	Year Built	Roll Year	Quantity	Units	Grade
FENCES	1987	1988	1	416 SF	5
CONC PATIO	1987	1988	1	925 SF	2
FENCES	1987	1988	1	576 SF	2

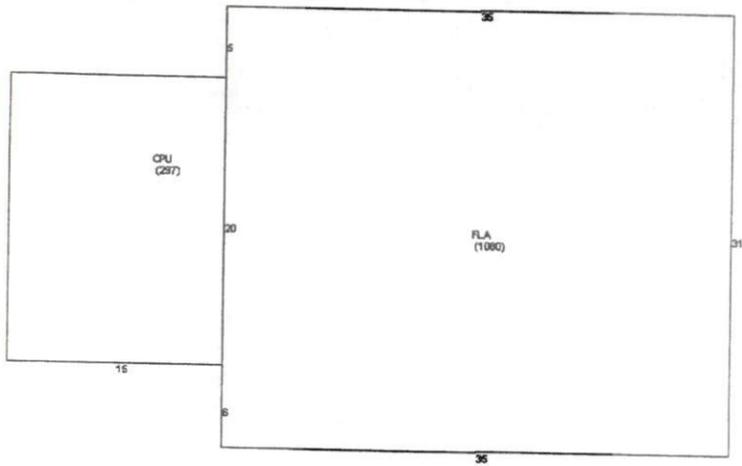
Sales

Sale Date	Sale Price	Instrument	Instrument Number	Deed Book	Deed Page	Sale Qualification	Vacant or Improved
9/25/2018	\$340,000	Warranty Deed	2189160	2930	114	37 - Unqualified	Improved
12/28/2012	\$374,000	Warranty Deed		2606	1472	05 - Qualified	Improved
4/25/2011	\$0	Quit Claim Deed		2516	1472	11 - Unqualified	Improved
11/29/2010	\$100	Quit Claim Deed		2495	121	11 - Unqualified	Improved
2/15/2010	\$100	Warranty Deed		2453	1897	11 - Unqualified	Improved

View Tax Info

[View Taxes for this Parcel](#)

Sketches (click to enlarge)



Photos



Map



TRIM Notice

2018 Notices Only

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

**QUACK PROPERTIES, LLC**

31095 Avenue A

Created by: SMITH HAWKS, PL



**Overview**



**Legend**

-  Centerline
-  Easements
-  Hooks
-  Lot Lines
-  Road Center
-  Rights of Way
-  Shoreline
-  Condo Building
-  Key Names
-  Subdivisions
-  Parcels

Parcel ID 00301580-000000  
 Sec/Twp/Rng 25/66/29  
 Property Address 31095 AVENUE A  
 BIG PINE KEY

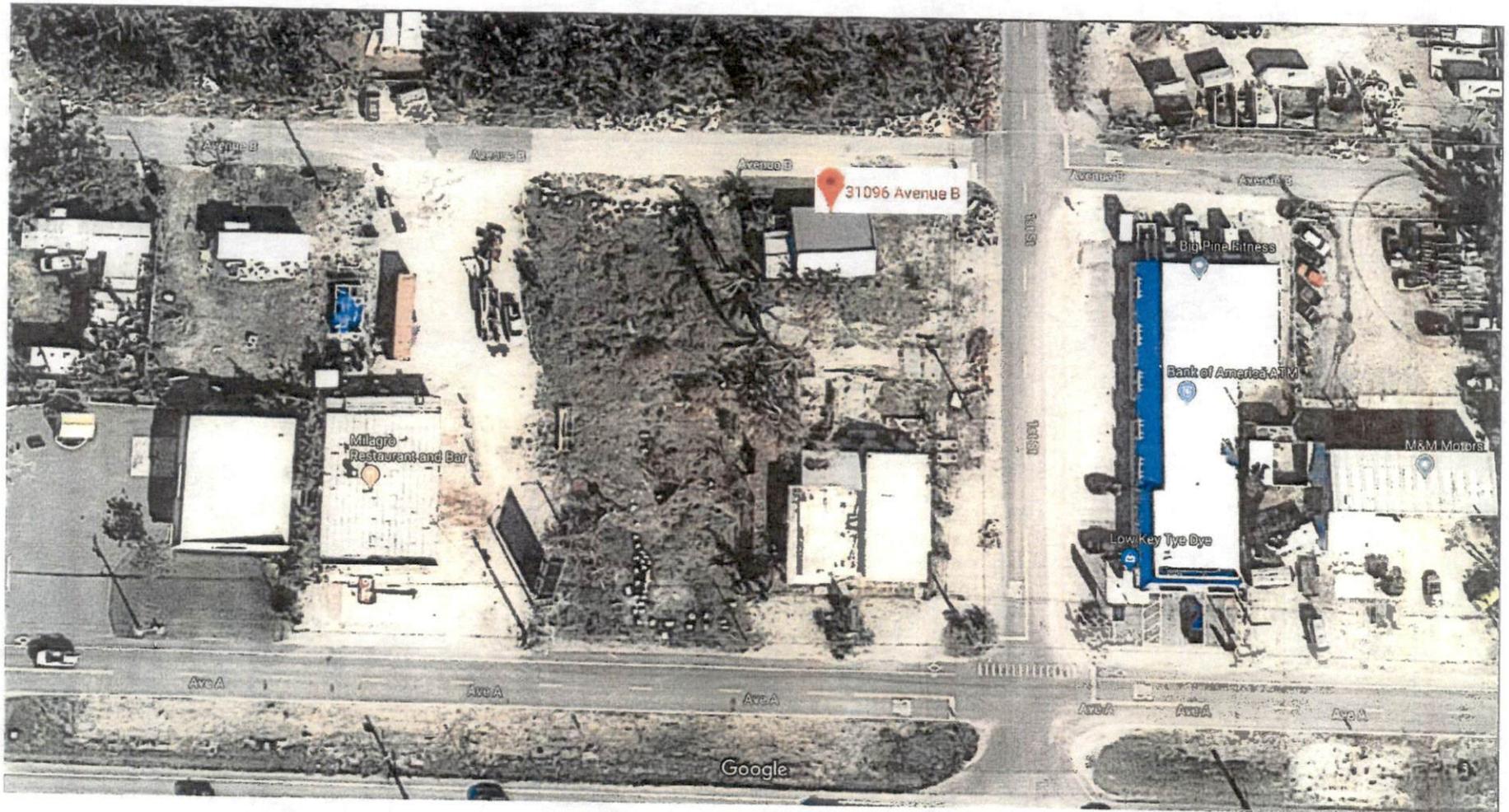
Alternate ID 1373672  
 Class CHURCHES

Owner Address QUACK PROPERTIES LLC  
 PO Box 23741  
 New Orleans, LA 70183

District Ramrod Key  
 Brief Tax BK 15 LT 8 AND 9 SANDS SUB PB1-65 BIG PINE KEY OR614-462 OR681-299 OR804-1410/11 OR841-1265 OR954-82 OR1843-2355/57 OR2453-1897/98 OR2495-121/22  
 Description OR2516/1472/73 OR2606-1472/73 OR2930-114  
 (Note: Not to be used on legal documents)

Date created: 4/26/2019  
 Last Data Uploaded: 4/26/2019 2:13:34 AM









Google

Big Pine Key, Florida

Image capture: Jul 2018 © 2019 Google



Street View - Jul 2018

- Holmich Dr
- Hibiscus Dr
- Ave J
- Ave I



Big Pine Key, Florida

Image capture: Mar 2011 © 2019 Google



Street View - Mar 2011

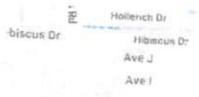


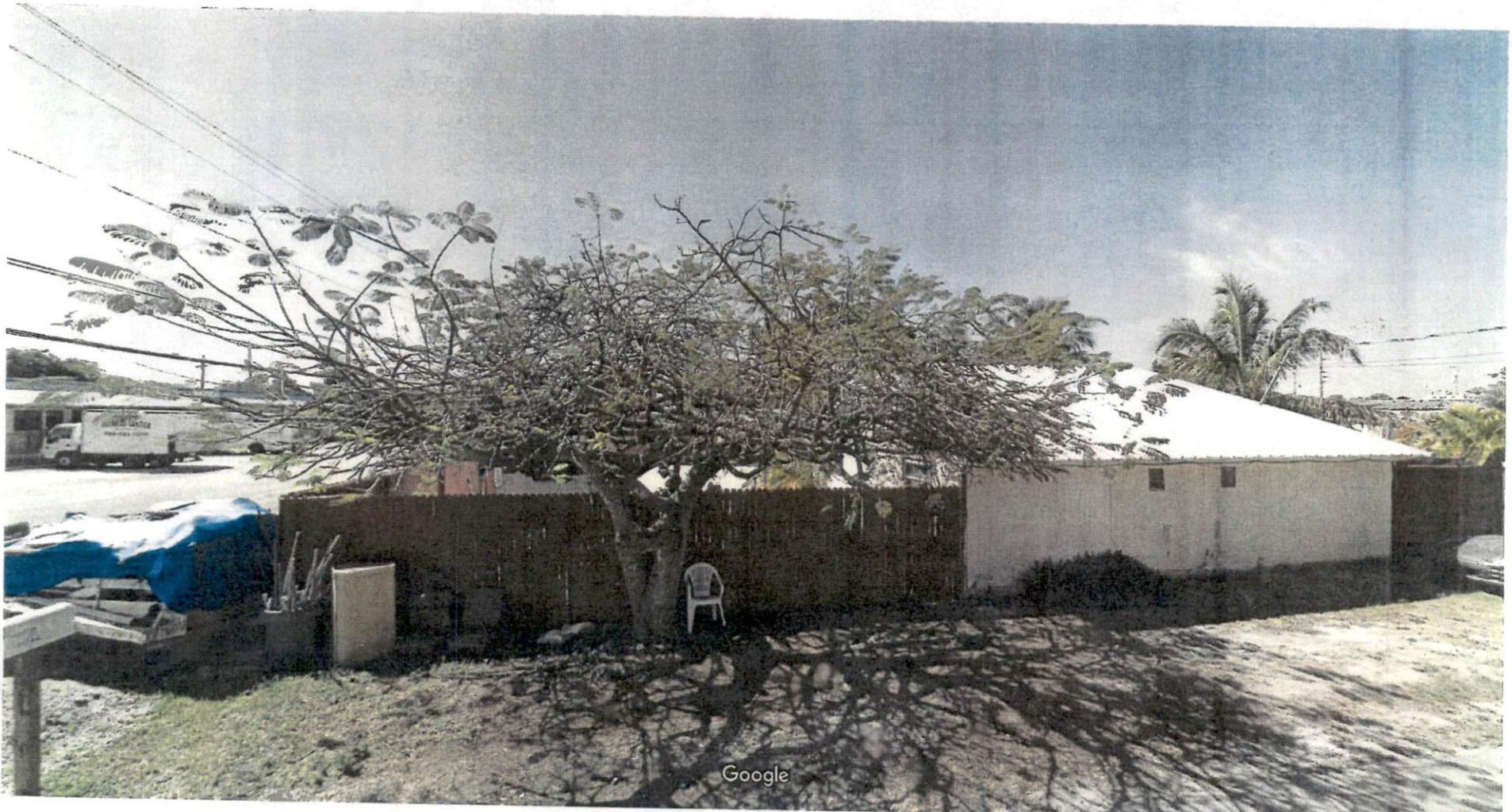
Big Pine Key, Florida



Street View - Jul 2018

Image capture: Jul 2018 © 2019 Google





Big Pine Key, Florida



Street View - Mar 2011

Image capture: Mar 2011 © 2019 Google

Hibiscus Dr  
A  
A



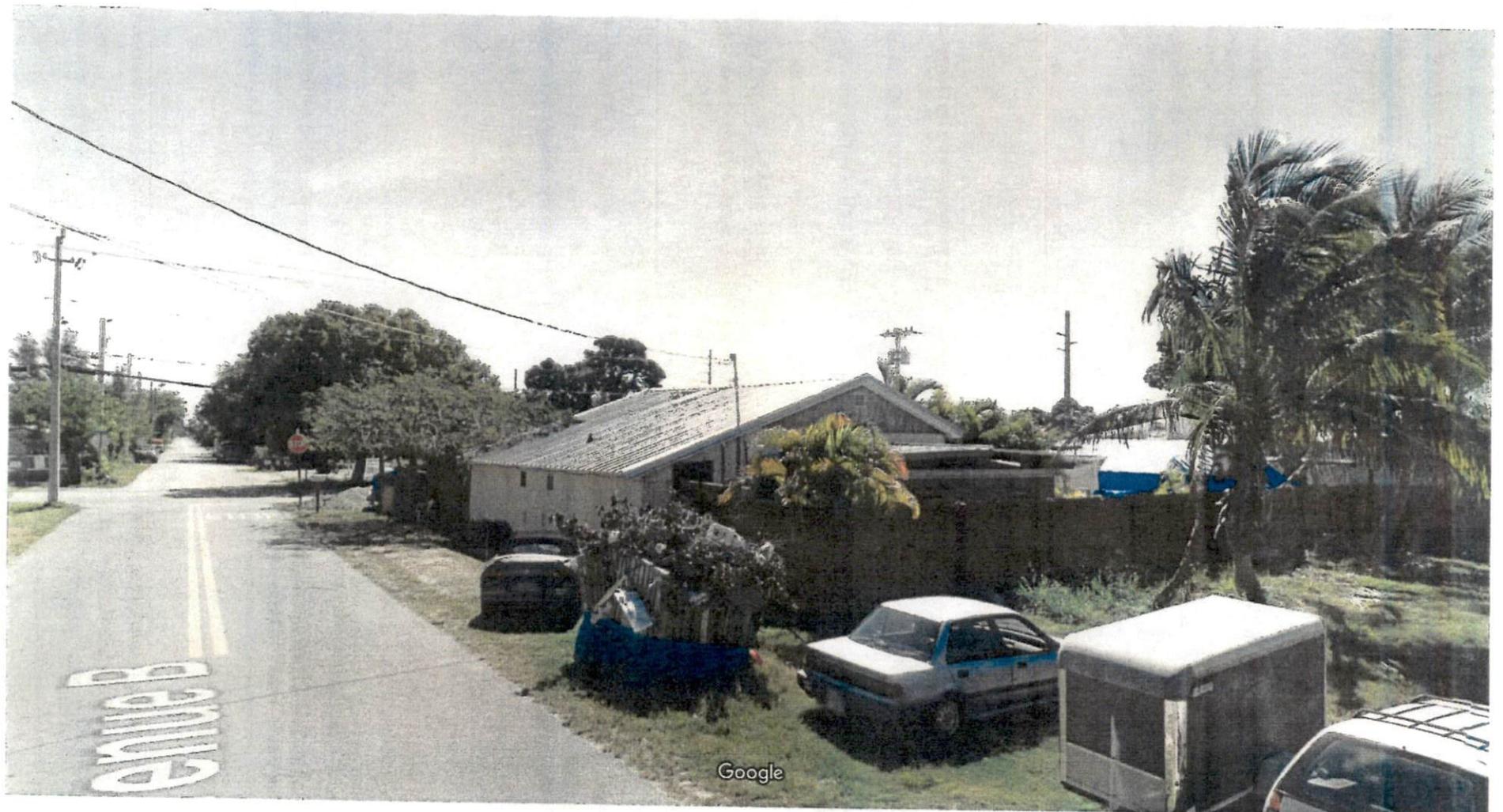
Big Pine Key, Florida



Street View - Mar 2011

Image capture: Mar 2011 © 2019 Google





Big Pine Key, Florida



Street View - Mar 2011

Image capture: Mar 2011 © 2019 Google



Monroe County Building Department  
Upper / Middle / Lower Keys (circle one)

Permit #: 031-04386

R/E #: 00301580 - 000000

Owner: GILLING, RICHARD

\_\_\_\_\_

**MONROE COUNTY BUILDING DEPARTMENT**

**BUILDING PERMIT**

Date Applied: 09/29/2005 Prepared by: Tucker Date Issued: 10/30/2005 Permit No.: 03104386

Permit Type: INTERIOR RENOVATIONS

25	66	29	0030158000000	030
----	----	----	---------------	-----

SANDS SUB PBT-65 BIG PINE KEY		SC
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SANDS SUB PBT-65 BIG PINE KEY		
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GILLING RICHARD A P O BOX 469 BOKBEE FL 33922	GILLING RICHARD A P O BOX 469 BOKBEE, FL 33922
---	--

SEE ATTACHED PAGE FOR SUBCONTRACTORS	
--------------------------------------	--

AR 8	
------	--

COM	0	\$1500 COMMERCIAL
-----	---	-------------------

PERMITS	50.00	PERMITS	50.00
EDUCATION & INFO FEE	2.00	EDUCATION & INFO FEE	2.00
INCOME FROM PERMITS	0.00	INCOME FROM PERMITS	0.00
LIFE SAFETY PLAN FEE	25.00	LIFE SAFETY PLAN FEE	25.00
PERMITS	71.00	PERMITS	71.00

31044 AVE A 1ST STREET SANDS SUB, BIG PINE KEY  
 BUILD NON BEARING FIBR WAIT PER FIVE WORKHRS.  
 \*\* NOTICE OF COMMENCEMENT NOT REQUIRED \*\*  
 BUILD A NON-BEARING FIBR WAIT PER FIVE WORKHRS.

\*\*\* MORE INFORMATION TO PRINT ADDITIONAL PAGE REQ'D \*\*\*

PLEASE READ THE REVERSE OF THIS DOCUMENT BEFORE YOU SIGN AS OWNER, CONTRACTOR OR AUTHORIZED AGENT

SIGNATURE OF OWNER, CONTRACTOR OR AUTHORIZED AGENT

INSPECTORS

BY BUILDING DEPARTMENT

Permit #: 03104386  
Permit Type: INTERIOR RENOVATIONS  
Address: SANDS SUB PB1-65 BIG PINE KEY  
Owner: GILLING RICHARD A

09/29/2003

31044 AVE A & 1ST STREET, SANDS SUB, BIG PINE KEY  
BUILD NON BEARING FIRE WALL PER FIRE MARSHALL.  
\*\* NOTICE OF COMMENCEMENT NOT REQUIRED \*\*  
BUILD A NON-BEARING FIRE WALL PER FIRE MARSHALL  
REQUIREMENT.  
NO OTHER WORK THIS PERMIT.  
ALL MATERIAL MUST BE DISPOSED OF AT A LEGAL  
DUMPING SITE.  
INSPECTIONS REQUIRED.  
DEEMED NON-SUBSTANTIAL & NON-DEVELOPMENT.  
DCA EXEMPT.

ID	SUBCONTRACTORS BUSINESS NAME	STATE/COUNTY CERT #
----	---------------------------------	---------------------

NO SUBCONTRACTORS ASSIGNED

PLAN REVIEWS COMPLETED

MAR-BLDG	09/29/2003	tuckerm	L	** NO NOTES FOR THIS REVIEW **
PLAN	10/07/2003	lexs	P	Owner must apply for a building permit that authorizes the change of storage to principle use of restaurant. All interior remodeling to kitchen needs approval.
EXAM	10/07/2003	kostich	P	** NO NOTES FOR THIS REVIEW **
FEMA	10/09/2003	wingatem	P	DEEMED A NONSUBSTANTIAL IMPROVEMENT
ABO	10/14/2003	allenj	P	** NO NOTES FOR THIS REVIEW **
FIRE	10/20/2003	allenj	P	Fire Marshall approval subject to: Florida Bldg. & Fire Prevention Codes, N.F.P.A. 1 Life Safety Code "101" and Monroe Cty. & State Codes. ws 09/29/03

INSPECTIONS REQUIRED

.BL999 - REFER TO PERMIT CARD-REQ INSP

*TS*

MONROE COUNTY \*\*\*LIVE\*\*\*

Item 1 of 1

PERMIT RECEIPT

OPERATOR: masta  
COPY # : 1

Sec:25 Twp:66 Rng:29 Sub: Blk: Lot:  
RE: .....: 00301580000000

DATE ISSUED.....: 10/30/2003  
RECEIPT #.....: 52339  
REFERENCE ID # ...: 03104386

SITE ADDRESS .....: SANDS SUB PB1-65 BIG PINE KEY  
SUBDIVISION .....:  
CITY .....:  
IMPACT AREA .....:

OWNER .....: GILLING RICHARD A  
ADDRESS .....: P O BOX 469  
CITY/STATE/ZIP ...: BOKEELA, FL 33922

RECEIVED FROM .....: TIM SHERRILL  
CONTRACTOR .....: LIC # \*OWNER\*  
COMPANY .....: GILLING RICHARD A  
ADDRESS .....: P O BOX 469  
CITY/STATE/ZIP ...: BOKEELA, FL 33922  
TELEPHONE .....

FEE ID	UNIT	QUANTITY	AMOUNT	PD-TO-DT	THIS REC	NEW BAL
B- 0 EDUC	FLAT RATE	1.00	0.00	0.00	0.00	0.00
B- 01 APED	FLAT RATE	1.00	2.00	2.00	0.00	0.00
B- 1 MIN	DOLLARS	1.00	0.00	0.00	0.00	0.00
B- 1B APPL	FLAT RATE	1.00	50.00	50.00	0.00	0.00
PM FEE (COM	FLAT RATE	1.00	25.00	0.00	25.00	0.00
TOTAL PERMIT :			77.00	52.00	25.00	0.00

\*NOTE\*: THIS RECEIPT HAS FEE CREDITS TOTALING: 52.00

METHOD OF PAYMENT	AMOUNT	NUMBER
CASH	25.00	SDF
TOTAL RECEIPT :	25.00	

**APPROVED**  
 LUD 1/27/03  
 BY: MONROE COUNTY  
 PLANNING DEPT.

BRICK KITCHEN  
 REMODEL OLD KITCHEN

ERECT WALL STEEL STUDS 5/8" DRYWALL FLOOR TO CEILING AND SEAL ALL OPENINGS WITH EXP. FIRE CALKING

MAKE UP AIRS

EXISTING  
 APPROVED  
 "MONROE COUNTY"  
 DATE 10/8/03

FLORIDA BUILDING CODE

EXISTING WALL

FOOD SERVICE PLAN APPROVED

As part projects total number of seats:

Plans are in compliance subject to:

1. Connection to approved water and wastewater systems
2. Compliance with applicable state and local codes.
3. Compliance with all provisos on specification worksheet

RS&C Details on specification worksheet.

LOG NUMBER  
 182

18'2" WALL TO WALL

SUBJECT TO: Florida Building & Fire Prevention Codes  
 M.F.P.A. 1 Life Safety Code "101" & State Codes

Date 9/29/03

Fire Marshal

ADD HAND SINK

CONCRETE WALL

EXISTING DRAIN

INSTALL SECURED 30" DOOR BOOR OPERATOR

LINE INSIDE WALLS WITH 1/2" POLISHED ALL ON IN DOWN FLOOR TO CEILING APPROXIMATE FLASHING WITH 1/2" THICK SEAMS.

30" OPENING TO EXISTING WALL

INSTALL AUTO GAS VALVE



**OWNER/BUILDER  
DISCLOSURE STATEMENT  
(FOR YOUR MINOR CONSTRUCTION PROJECTS)**

State Law requires construction to be done by licensed contractors. You have applied for a permit under an exemption to that law. The exemption allows you, as the owner of your property, to act as your own contractor even though you do not have a license.

You must sign for and pick up your own permits. If you contract work plumbing, electrical, A/C or roofing), such contractors must pull their own permits. You may not hire any unlicensed contractors. You must supervise all construction yourself. You must be present for all inspections.

You may alter or repair your own home if occupied by you.

You may perform work on your own commercial building in which the aggregate contract price for labor, materials and all other items is less than \$25,000.00. This work cannot be part of a larger or major operation.

Your construction must be done according to building codes and zoning regulations. It is your responsibility to make sure that people employed by you have licenses required by state law and by county licensing ordinances.

I have read and understand this statement:

  
\_\_\_\_\_  
Owner/Builder

**MONROE COUNTY BUILDING DEPARTMENT**  
**OWNER/BUILDER AFFIDAVIT**  
**(FOR YOUR MINOR CONSTRUCTION PROJECTS)**

**NAME OF OWNER/BUILDER:** \_\_\_\_\_

**LEGAL DESCRIPTION:** \_\_\_\_\_

Congratulations and good luck with your Owner/Builder project. Please feel free to call on us if the Building Department can be of assistance. This affidavit is designed to both inform you and help you avoid some of the problems that Owner/Builders often encounter. Please read and initial each of the following items. **YOU WILL BE HELD RESPONSIBLE FOR COMPLIANCE WITH ALL APPLICABLE CODES AND THEY WILL BE STRICTLY ENFORCED.**

*I DO HEREBY CERTIFY THAT, as Owner/Builder, I understand and acknowledge the following:*

- TS 1) I am personally responsible for knowledge of all applicable building codes, ordinances, etc., including mechanics lien laws.
- TS 2) Non-conformance to such codes, ordinances, etc. may result in prosecution, Stop Work Orders, revocation of permits, denial of a Certificate of Occupancy, inflated insurance rates, and demolition of non-conforming structures.
- TS 3) I will be on the premises either supervising or performing the actual work at all times, or a licensed contractor will sign on to the permit and be present on the job. I will submit an accepted form of identification upon request by the Building Department's agent.
- TS 4) Homeowners doing their own wiring are not allowed to hire or accept free help in installing that wiring unless the persons helping have either State Electrical Certification or a County Certificate of Competency. Homeowners are required to comply with the National Electrical Code, and the Monroe County Electrical Code, which in some cases supersedes the National Electrical Code. They are also required to do the same quality of work as an electrical contractor. If defects, omissions, or violations exist on any part of the wiring system, approval will be withheld until corrections have been made which comply with applicable codes. Where homeowners attempting to do their own electrical work (and after three (3) inspections) have been turned down for violations or sloppy work, the Electrical Inspector may place a Stop Work Order on the electrical portion of the job and require that a licensed contractor complete the electrical work.
- TS 5) I understand that any person whom I may wish to hire to aid me in the construction of improvements to my home or other structures or miscellaneous construction, except common laborers, must hold a valid Monroe County Certificate of Competency or be a State licensed contractor. All employees hired by me shall be covered by Workers Compensation Insurance.
- TS 6) I understand that the building permit shall include my name as the contractor who shall perform the permitted work. When the permitted work is to be performed by a contractor other than myself, the new contractor, prior to commencing work, must be properly licensed and insured to perform that work, and must sign on to the permit at the Building Department with my prior written approval.
- TS 7) Any deviation from the permitted plans must be submitted to the Building Department for approval. A set of approved plans will be kept at the job site at all times and be available to the inspectors upon request. Neither approved final inspections or a Certificate of Occupancy will be issued until the project conforms to the approved plans.
- TS 8) The permit will become null and void if work has not commenced within one hundred eighty (180) days from the effective date of the permit; or if the work authorized does not have an approved inspection every 180 days from the time the work is commenced.

T.S

9) Additional permits or approvals may be required from other departments and/or agencies such as, but not limited to U.S. Army Corps of Engineers, Florida Department of Community Affairs, Florida Department of Environmental Regulation, Florida Department of Natural Resources, Florida Health and Rehabilitative Services, Monroe County Health Department, Florida Keys Aqueduct Authority and the applicable electric company.

T.S

10) In cases where multiple permits have been issued (ie: accessories to a principle structure) the inspections for these accessory permits cannot be used to support the principal permit. Each permit must stand on its own.

T.S

11) Certain surveys and/or certifications by a Florida registered Architect, Engineer or Land Surveyor may be submitted (ie. Original survey, Certificate of Elevation, etc.)

T.S

12) I must call the Building Department to request all required inspections (list provided upon request). I will be on site during each of these inspections. Uninspected work is subject to demolition.

T.S

13) Reinspection of incomplete or rejected work will required payment of a reinspection fee.

T.S

14) The permit can be revoked at any time in the presence of proof that there has been false or inaccurate information provided in the application form or process.

T.S

15) I acknowledge that I am subject to government bookkeeping/record keeping laws and requirements.

Signed: Tom Sherrill  
Owner/Builder

Date: 01/30, 03

**APPLICATION FOR BUILDING PERMIT**  
**MONROE COUNTY GROWTH MANAGEMENT DIVISION**

Note: ALL OWNER BUILDERS MUST APPLY IN PERSON (F.S. 489.103(7))

Rec'd by: SL/NJ/H  
 Date: 9/29, 2003

Permit # 031-4386 Application Date: Sept 30, 2003  
 Property Owner's Name: Richard A Gilliam <sup>Tenant</sup> Phone: 239-282-0161  
 Mailing Address: PO Box 469, BOKEELIA FL 33922 872-9000  
 Property Description Key Big Pine Lot 8: 9 Block 15 RE# 00301580  
 Subdivision SANDS MM Const. Address: Call when Ready  
 Proposed Construction: NON-BURNING FIRE WALL FOR FIRE MARSHAL'S REQUEST  
 Construction debris will be removed by Applicant or Specialty Contractor (Name) \_\_\_\_\_  
 Check applicable box for Roofing Permit:  NEW  RE-ROOF  RE-COVER  FLOOD ZONE \_\_\_\_\_  
 Square Feet (area, if applicable) \_\_\_\_\_ Estimated Total Cost 1500.00  
 Contractor Name: Richard A Gilliam Phone: 239 282-0161  
 Address: PO Box 469 BOKEELIA FL 33920 Certificate # \_\_\_\_\_  
 Subcontractors: Computer # License # County/State Subcontractors: Computer # License # County/State  
 Roofing ID# C,S# Electrical ID# C,S#  
 Mechanical ID# C,S# Plumbing ID# C,S#  
 Bonding Company Name & Address: \_\_\_\_\_  
 Architect/Engineer's Name & Address: \_\_\_\_\_  
 General Remarks: NON

**OWNER'S AFFIDAVIT:** I certify that all the foregoing information is accurate and that all work will be done in compliance with all applicable laws regulating construction and zoning.

"Notice: In addition to the requirements of this permit, there may be additional restrictions applicable to this property that may be found in the public records of this county, and there may be additional permits required from other governmental entities such as water management districts, state agencies or federal agencies."

**WARNING TO OWNER:** YOUR FAILURE TO RECORD A NOTICE OF COMMENCEMENT MAY RESULT IN YOUR PAYING TWICE FOR IMPROVEMENTS TO YOUR PROPERTY. IF YOU INTEND TO OBTAIN FINANCING, CONSULT WITH YOUR LENDER OR AN ATTORNEY BEFORE RECORDING YOUR NOTICE OF COMMENCEMENT. FAILURE TO POST THE 'NOTICE OF COMMENCEMENT' AT THE JOB SITE WILL RESULT IN THE INABILITY OF OUR INSPECTORS TO OFFER AN APPROVED INSPECTION.

Upon completion of the project for which I have made application for a Building Permit, I must pay the pro-rated residential Solid Waste Assessment, or show proof of commercial service with a Franchised Commercial Collector prior to a Certificate of Occupancy being issued.

I hereby certify that I have read and examined this application and know that same to be true and correct. All provisions of laws and ordinances governing this type work will be complied with whether specified herein or not. The granting of a permit does not presume to give authority to violate or cancel the provisions of any local, state or federal laws regulating construction or the performance of construction.

Owner Signature: [Signature] Date: Sept 30 - 2003  
 Contractor Signature: \_\_\_\_\_ Date: \_\_\_\_\_

NOTARY as to Owner  
 Sworn to & subscribed to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, he/she is personally known to me or has produced \_\_\_\_\_ as identification and who did (did not) take an oath.

NOTARY as to Contractor  
 Sworn to & subscribed to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, he/she is personally known to me or has produced \_\_\_\_\_ as identification and who did (did not) take an oath.

My Commission Expires \_\_\_\_\_ My Commission Expires \_\_\_\_\_

FIRE MARSHAL'S PERMIT COST	RECEIPT #	DATE
LDR \$25.00 WRS 10/29/03		
BUILDING 52 HK 10/8/03		
ROOFING		
ELECTRICAL		
A/C, MECHANICAL		
PLUMBING		
TOTAL PERMIT FEE 177.00		
APP. FEE CREDIT 52.00	50650	9/29/03
PERMIT FEE DUE \$25.00		

[Signature]  
 BUILDING OFFICIAL, ASS'T BUILDING OFFICIAL  
 APPROVED FOR ISSUANCE OF PERMIT

IMPACT FEE  
 RECEIPT # 52339  
 DATE 10/30/03

FOR DEPT USE ONLY  
 DEVELOPMENT  
 NON-DEVELOP.

MONROE COUNTY \*\*\*LIVE\*\*\*

Item 1 of 1

PERMIT RECEIPT

OPERATOR: tuckerm  
COPY # : 1

Sec:25 Twp:66 Rng:29 Sub: Blk: Lot:  
RE: .....: 00301580000000

DATE ISSUED.....: 09/29/2003  
RECEIPT #.....: 50650  
REFERENCE ID # ....: 03104386

SITE ADDRESS .....: SANDS SUB PB1-65 BIG PINE KEY  
SUBDIVISION .....:  
CITY .....:  
IMPACT AREA .....:

OWNER .....: GILLING RICHARD A  
ADDRESS .....: P O BOX 469  
CITY/STATE/ZIP ....: BOKEELA, FL 33922

RECEIVED FROM .....: GILLING RICHARD  
CONTRACTOR .....: LIC # \*OWNER\*  
COMPANY .....: GILLING RICHARD A  
ADDRESS .....: P O BOX 469  
CITY/STATE/ZIP ....: BOKEELA, FL 33922  
TELEPHONE .....:

FEE ID	UNIT	QUANTITY	AMOUNT	PD-TO-DT	THIS REC	NEW BAL
B- 0 EDUC	FLAT RATE	1.00	2.00	0.00	0.00	2.00
B- 01 APED	FLAT RATE	1.00	2.00	0.00	2.00	0.00
B- 1B APPL	FLAT RATE	1.00	50.00	0.00	50.00	0.00
B- 3 BLDG	SQ FT	100.00	25.00	0.00	0.00	25.00
TOTAL PERMIT :			79.00	0.00	52.00	27.00
METHOD OF PAYMENT		AMOUNT	NUMBER			
CHECK		52.00	272			
TOTAL RECEIPT :		52.00				



CONTRACTOR  
NON-SUBSTANTIAL IMPROVEMENT AFFIDAVIT

Contractor Name: \_\_\_\_\_ License #: \_\_\_\_\_  
Address: \_\_\_\_\_ Phone #: \_\_\_\_\_  
Property Description: \_\_\_\_\_

I hereby attest to the fact that I, or a member of my staff, personally inspected the above mentioned property and have reviewed the applicable drawings related to the repairs, remodeling, renovation, addition, rehabilitation, etc. I have also produced the attached itemized list reflecting the aforementioned work. This information is hereby submitted for a non-substantial improvement review. The aforementioned work is all that is proposed for this structure as shown on the submitted plans. All costs listed herein represents true and valid estimates for the work to be done.

I understand that I am subject to penalties (for any and all violations of this affidavit) if the inspection of the property reveals that I have done work not include within the attached cost breakdown or if any nonconforming or illegal structures or additions are included without having presented plans and charges for such modifications or if any false monetary charges are revealed.

I understand that any permit issued by Monroe County pursuant to this affidavit does not authorize work on any illegal structures or nonconforming uses on the subject property.

See Attached Itemized List

Total Labor and Materials  
(Including overhead & profit) \$ 1500

State of Florida

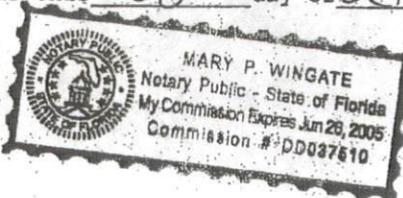
County of Monroe

Before me this day personally appeared Timothy Sherrill who, being duly sworn deposes and says that he / she attests to the validity of all information submitted herein; and that he / she has read, understands, and agrees to comply with all the aforementioned conditions.

Timothy Sherrill  
Contractor's Signature Date: Oct 30, 2003

Sworn to and subscribed before me this 30 day of Oct  
A.D. 2003.

Mary P. Wingate  
NOTARY PUBLIC STATE OF FLORIDA



MY COMMISSION EXPIRES:

When submitting an application for remodeling, rehabilitation and/or additions, each category must be broken down to split labor and material. The final price must be a total price for the finished product. Cost related to site work is not related to buildings and will not counted in the cumulative cost. Overhead and profit is counted.

01. Trusses - How many, material cost, labor:	Amount	Labor	Hours & Rate
02. Roofing - Type, quantity, material cost, labor:	Amount/Cost		
03. Concrete - Slab-quantity, material cost, labor: if columns, augured or driven piles, quantity, steel-form ply	\$1500.00		4 hrs
04. Rough Carpentry - Ply-wood, 2x4, 4x4, etc., roof, wall, floor sheathing quantity, material cost, labor, siding:	\$900.00		7
05. Miscellaneous - felt, insulation, tar paper, tar & gravel, etc., material cost, labor, blocks:			
06. Interior finish (each room if different) - Type of finish, material cost, labor:	\$100.00		1/2
07. Exterior finish - Type of finish, quantity, material cost, labor:			
08. Windows - Cost per unit, including installation:			
09. Doors - Cost per unit, including installation:	\$250.00		2
10. Flooring - Type, quantity, material cost, labor:			
11. Floor covering - Type, quantity, material cost, labor:	\$200.00		7
12. Plumbing - Including toilets, sinks, shower(s) & tub(s) - total cost of labor & materials, In example: subcontractors bid			
13. Mechanical - Including a/c units and duct work -total cost of labor and materials. In example: subcontractors bid			
14. Electrical - Including fixtures & all hard wired or hard plumbed appliances total cost labor & material. Example: subcontractors bid			
Overhead & Profit			
Demolition Labor	900.00		
Cost	600.00		

**THIS INSTRUMENT PREPARED BY:**  
LAW OFFICES OF THOMAS D. WRIGHT, CHARTERED  
P.O. BOX 500309  
MARATHON, FLORIDA 33050

**BUSINESS LEASE**

THIS AGREEMENT, entered into this 17 day of July, 2001, between RICHARD A. GILLING, hereinafter called Lessor; and JENNIFER ROBERTS, hereinafter called Lessee; and TIMOTHY SHERRILL and BETTY MASSEY, hereinafter called Guarantors.

WHEREAS, Lessor is the sole owner of the premises for the primary purpose of conducting a restaurant and pub business; and

WHEREAS, the parties desire to enter a lease agreement defining their rights, duties, and liabilities relating to the premises;

NOW THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

1. **Description of Premises:** Lessor leases the building, all electrical appliances and fixtures located therein, and the land located at Avenue A and First Streets, Big Pine Key, Monroe County, Florida, also known as Lots 8, 9 & 10, Sands Subdivision. Lots 8 and 9 consist of the Capt. Ann-e's Sports Bar and Grill. Lot 10 consists of patio, patio cover, outside cooler, dance floor and handstand and outside bar.
2. **Terms and Rent:** Lots 8, 9 & 10: Lessor demises the above premises for a term of One (1) year, commencing on the 1<sup>st</sup> day of June, 2001, and terminating on the 31st day of May, 2002, at the initial monthly rental of Three Thousand and 00/100 Dollars (\$3,000.00), plus sales tax in the amount of Two Hundred Twenty Five and 00/100 Dollars (\$225.00) per month, payable in advance on the 1<sup>st</sup> day of each month at the address listed herein or such other place as Lessor may direct to Lessee by written notice. An additional Five Hundred and 00/100 Dollars (\$500.00) will be paid from Lessee to Lessor each month, beginning August 1, 2001, and will be set aside in an interest bearing account toward the purchase of the building, pursuant to the terms contained in paragraph #4 below, Option To Purchase. The funds will be forfeited by Lessee to Lessor if Lessee does not purchase the building. (Note: The effective date precedes the date of execution of the Lease)

Address: P.O. Box 469, Bokerella, Florida, 33922

The Lessee shall have the option to renew this lease for an additional Six (6) month period ONLY UPON exercising Option To Purchase, described in paragraph #4 below. The 6-month period will be upon the same terms as the existing lease. Lessee will give notice of his intention to Lessor with written notice sixty (60) days prior to the expiration of the initial term of the lease.

3. **Initial Payment:** At signing of this lease, Lessee will pay to Lessor the total amount of \$14,450.00, representing: first month's rent (\$3,000.00), sales tax, (\$225.00), July rent (\$3000.00), sales tax (\$225.00), security deposit (\$5,000.00), and last month's rent (\$3,000.00).
4. **Option To Purchase:** Lessor hereby grants to Lessee an option to purchase the leased premises at any time Lessee may elect before the end of the lease term, May 31, 2002, at a price of FIVE HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS (\$550,000.00), provided Lessee shall have fully performed the Lease and made all payments required up to that time. In the event of the exercise of this Option as herein provided, Lessor agrees to convey the property to Lessee by Warranty Deed free and clear of all encumbrances.

*RMS*

In the event Lessees shall desire to exercise this Option To Purchase, they shall give Lessor written notice no later than April 30, 2002. Upon Lessees' exercise of the Option to Purchase the premises in the manner provided, a Contract for the Sale and Purchase of the property will be executed between the parties. Following exercise, out of any further monthly rent payments to Lessor, the amount of \$200.00 will be applied for Lessee's benefit to the purchase of the premises. The \$200.00 per month will be put into an interest bearing account until the closing date of the sale and purchase of the premises and at that time, the applicable portion will be applied to the downpayment.

Lessor will within reasonable time after receipt of such notice deliver, or cause to be delivered, to Lessees a title commitment. Defects in title, if any, shown by such title commitment shall be remedied by Lessor within thirty (30) days of notice to Lessor of such defects and Lessor shall deliver to Lessees at the time of closing an owner's policy of title insurance issued by the company in the amount of the purchase price subject only to encumbrance, exceptions and reservations herein mentioned. The purchase price shall in any event be completed by conveyance of the property and payment of the purchase price within sixty (60) days from the delivery of notice of intent to exercise this Option, and if the notice is not given by Lessees on or before the 30<sup>th</sup> day of April, 2002, then this Option shall be null and void.

Should Lessee not elect the Option To Purchase, any monies and accrued interest set aside to be applied toward the purchase price during the term of the Lease, will immediately become the possession of the Lessor.

5. Utilities and Taxes: Lessee shall be solely liable for all utility charges as they become due, including those for the septic tank, grease traps, water, electricity, waste collection and telephone services; and Lessee shall be responsible for all ad valorem taxation and real estate taxes on the property, to be paid in the manner set forth in Paragraph 20.

6. Repairs: Lessor shall be responsible for exterior maintenance, except painting, repairs to roof and other structural defects. Lessee shall be responsible for exterior painting. Lessee shall, at all times during the lease and at his own costs and expense, otherwise repair, replace, and maintain the demised premises and any improvements, additions and alterations thereto in the same good and tenantable condition as the same are in upon the commencement of the term of this Lease and the same are delivered to Lessee and shall use all reasonable precautions to prevent waste, damage or injury to the demised premises. Lessee shall be responsible for any damage or deterioration exceeding normal wear and tear on the premises.

7. Lessor's Right to Inspect: The Lessor, or any of his agents, shall have the right to enter said premises during all reasonable hours to examine the same to make such repairs, additions, or alterations as may be deemed necessary for the safety, comfort, or preservation thereof, or of said building, or to exhibit said premises and to put or keep upon the doors or windows thereof a notice "FOR RENT" at any time within sixty (60) days before the expiration of this lease. The right of entry shall likewise exist for the purpose of removing placards, signs, fixtures, alterations, or additions which do not conform to this Agreement or to the rules and regulations of the building.

8. Lessor Not Liable for Liens: Lessee agrees that the interest of the Lessor shall not be subject to any liens occasioned by improvements or other work contracted for by a Lessee, and Lessee agrees to notify the contractor making any such improvements of this provision. In accordance with Section 713.10, Florida Statutes, a Notice setting forth this provision shall be recorded in the Public Records of Monroe County, Florida.

9. Subletting or Assignment: Except as specifically allowed herein, Lessee may not sell, assign, or transfer this lease, except to the Guarantor.

Handwritten notes: "JR By Tim Sherrill" and "J.S. 3/21" with a checkmark.

Handwritten initials "KAB" at the bottom right of the page.

10. Insurance: During the term of the lease and for any further time that Lessee shall hold the demised premises, the parties shall obtain and maintain the following types and amounts of insurance:

a. Fire Insurance: Lessee shall be responsible for insuring all equipment and personal property belonging to Lessee.

b. Personal Injury and Property Damage Insurance: Insurance coverage in the amount of \$300,000.00 per incident against liability for bodily injury and property damages shall be provided and paid for by Lessee.

c. Insurance covering any damage or losses occasioned by independent contractors.

All insurance provided as required by this section shall name Lessor as loss payee except for personal property insurance. In addition, regarding all policies required to be carried by Lessee, they shall be written with companies bearing an A.M. Best rating of at least A. All policies shall require thirty (30) days' notice by registered mail to Lessor and Lessee of any cancellation or change. The parties intend that there shall be no duplication of coverage and expense by reason of this section.

11. Nonliability of Lessor: It is expressly agreed and understood by and between the parties to this Agreement that the Lessor shall not be liable for any damage or injury by water which may be sustained by the said Lessee or other person or for any other damage or injury resulting from the carelessness, negligence, or improper conduct on the part of any other tenant or agents or employees or by reason of the breakage, leakage, or obstruction of the water, sewer, or soil pipes or other leakage in or about the said building. The foregoing notwithstanding, Lessor shall be liable for all damage or injury which may be sustained by the Lessee or for any other damage or injury resulting from the carelessness, negligence or improper conduct on the part of Lessor.

12. Default or Breach: Each of the following events shall constitute a default or breach of this lease by Lessee:

a. If Lessee, while in possession, shall file a petition in bankruptcy or insolvency or for reorganization under any bankruptcy act, or shall voluntarily take advantage of any such act by answer or otherwise, or shall make an assignment for the benefit of creditors.

b. If involuntary proceedings under any bankruptcy law or insolvency act shall be instituted against Lessee, or if a receiver or trustee shall be appointed of all or substantially all of the property of Lessee, and such proceedings shall not be dismissed or the receivership or trusteeship vacated within sixty (60) days after the institution or appointment of a receiver or trustee.

c. If Lessee shall fail to pay Lessor any rent or additional rent when the rent shall become due and shall not make the payment within ten (10) days after receipt of written notice thereof by Lessor to Lessee.

d. If Lessee shall fail to perform or comply with any of the conditions of this lease and if the nonperformance shall continue for a period of ten (10) days after notice thereof by Lessor to Lessee, or if the performance cannot be reasonably had within the ten (10) day period, Lessee shall not in good faith have commenced performance within the ten (10) day period and shall not diligently proceed to completion of performance.

e. If Lessee shall vacate or abandon the demised premises.

f. If this lease or the estate of Lessee hereunder shall be transferred to or shall pass to or devolve on any other person or party.

g. If Lessee fails to take possession of the demised premises on the term commencement date or within fifteen (15) days after notice that the demised premises are available for occupancy if the term commencement date is not fixed herein.

h. Upon default or breach of Lessee, TIMOTHY SHERRILL and BETTY MASSEY, the Guarantors herein, shall cure the default or breach and upon such cure of default or breach, shall become Lessees hereunder.

13. Lien Rights: The said Lessee hereby pledges and assigns to the Lessor furniture, fixtures, goods, and chattels of said Lessee which shall or may be brought or put on said premises as security for the payment of the rent herein reserved, and the Lessee agrees that the said lien may be enforced by distress foreclosure or otherwise at the election of the said Lessor and does hereby agree to pay reasonable attorney's fees together with all costs and charges therefore incurred or paid by the Lessor.

14. Effect of Default: Failure on the part of the Lessee to comply with the terms of this lease shall, at the option of the Lessor, work a forfeiture of this contract and all of the rights of the Lessee hereunder, and thereupon the Lessor, his agents or attorneys, shall have the right to enter said premises and remove all persons therefrom and shall further have the right to bring an action for damages against Lessee; and the prevailing party in any such litigation shall be entitled to recover attorney's fees, including appellate attorney's fees.

15. Waiver: The failure of the Lessor in one or more instances to insist upon strict performance observance of one or more of the covenants or conditions hereof or to exercise any remedy, privilege, or option herein conferred upon or reserved to the Lessor shall not operate or be construed as a relinquishment or waiver for the future of such covenant or condition or of the right to enforce the same or to exercise such privilege, option, or remedy; but the same shall continue in full force and effect.

16. Condemnation: The rights and duties of the parties in the event of condemnation are as follows:

a. If the whole of the demised premises shall be taken or condemned by any competent authority for any public or quasi-public use or purpose, this lease shall cease and terminate as of the date on which title shall vest thereby in that authority, and the rent reserved hereunder shall be apportioned and paid up to that date.

b. If only a portion of the demised premises shall be taken or condemned, this lease and the term hereof shall not cease or terminate; but the rent payable after the date of which Lessee shall be required to surrender possession of such portion shall be reduced in proportion to the decreased use suffered by Lessee.

17. Quiet Enjoyment: Lessee hereby accepts the premises in the condition they are in at the beginning of this lease, and Lessor warrants that Lessee shall be granted peaceable and quiet enjoyment of the demised premises free from any eviction or interference by Lessor if Lessee pays rent and other charges provided herein and otherwise fully and punctually performs the terms and conditions imposed on the Lessee.

18. Compliance with Statutes: The Lessee shall promptly execute and comply with all statutes, ordinances, rules, orders, regulations, and requirements of the Federal, State and County Government and of any and all their Departments and Bureaus applicable to said premises, for the correction, prevention, and abatement of nuisances or other grievances, in, upon, or connected with said premises during said term; and shall also promptly comply with and execute all rules, orders and regulations of the applicable fire prevention codes for the prevention of fires, at Lessee's own cost and expense.

19. Notice: It is understood and agreed between the parties hereto that written notice mailed or delivered to the premises leased hereunder shall constitute sufficient notice to the Lessee, and written notice mailed or delivered to Lessor at P.O. Box 469, Bokeelia, Florida, 33922, shall

constitute sufficient notice to the Lessor to comply with the terms of this Agreement.

20. Surrender of Possession: Lessee shall, on the last day of the term or on earlier termination and forfeiture of the lease, peaceably and quietly surrender and deliver the demised premises to Lessor and return the keys and leave the building in good order and condition.
21. Parties Bound: This lease contains the entire agreement between the parties and cannot be changed or terminated except by a written instrument subsequently executed by the parties hereto. This lease and the terms and conditions hereof apply to and are binding on the heirs, legal representatives, successors, and assigns of both parties, except as otherwise provided herein.
22. Attorney's Fees and Expenses: Should litigation result from the alleged breach of any of the terms of this lease, the prevailing party shall recover reasonable attorney's fees, court costs, and costs of investigation from the losing party, including appellate proceedings.
23. Applicable Law: This agreement shall be governed by and construed in accordance with the laws of the State of Florida.
24. Rights of Lessor Cumulative: The rights of the Lessor under the foregoing shall be cumulative, and failure on the part of the Lessor to exercise promptly any rights given hereunder shall not operate to forfeit any of the said rights.
25. Entire Agreement: Successors: This agreement contains the entire and only agreement, verbal or otherwise, between the parties concerning the demised premises and shall be binding on the heirs, personal representatives, successors and assigns, respectively, of each party. The Agreement shall be construed in its entirety. The subject headings of particular sections are for convenience sake and shall not control the construction of the Agreement. In the event that any part of this Agreement shall be deemed unenforceable, that part of the Agreement shall be relaxed to be construed in a manner most consistent with its original intent, and the rest of the Agreement shall remain in full force and effect according to its terms. No modification of this lease shall be enforceable unless the modification is in writing and signed by the party against which enforcement is sought.
26. Cost of Living Increase and Consumer Price Index (C.P.I.): There shall be a Cost of Living increase of rent on January 1, 2002. The base rent for each calendar year thereafter, or portion thereof shall be further increased as of the first day of January each year thereafter during the term of this lease by adding to the base rent then in effect the amount of the Cost of Living increase (hereinafter defined). In no event shall the C.P.I. increase be less than THREE percent (3%) nor shall increase exceed SIX AND ONE HALF percent (6.5%). In no event shall the base rent be decreased under this Section 26.
27. Payment Procedure and Interest On Past Due Payments: Rent due hereunder shall be electronically transferred into Lessor's account no later than the first day of the month in which the rent is due. If rent is not paid by the 5<sup>th</sup> of each month, there shall be a five percent (5%) penalty added to the rental payment. In the event that any amounts owed by Lessee under this lease are not paid, then Lessee shall pay to Lessor, as additional rent, interest of ONE AND ONE-HALF percent (1.5%) per month, compounded monthly, on any past due amounts; provided, however, that the interest shall not begin to accrue until ten (10) days after the due dates of any such amounts.
28. Holding Over: If Lessee shall continue to occupy and remain in the Premises at the expiration of said term, and prior thereto a renewal thereof has not been negotiated, then it is agreed between the parties that in such event such possession by the Lessee shall be considered as a month-to-month tenancy and subject to the same rentals, covenants and conditions as originally written herein, and not extension of said lease, other than for month-to-month, shall be valid unless expressly stipulated in writing by Lessor. If the Lessee shall hold said Premises or refuse to give possession thereof after the termination of lease by lapse of time or otherwise, and

after having received thirty (30) days notice to vacate, then Lessee agrees to pay for each month of such holding as liquidated damages, twice the amount above stipulated as monthly rental.

29. Condition of Premises: Lessee hereby acknowledges that Lessee has examined the demised premises and that taking possession of the premises shall be an acknowledgment by Lessee that the premises are in good and tenantable condition, and satisfactory to Lessee, at the beginning of the term hereof Lessor is under no duty to make repairs or alterations at the time of letting or at any time thereafter unless specially set forth elsewhere herein.

30. Damage To Leased Property: Should the demised premises be destroyed or so damaged by fire or other casualty, through no fault of the Lessee, during the term of this lease that they shall be rendered wholly or partially unrentable, and Lessor has not repaired or replaced the demised premises within sixty (60) days of such damage or destruction, Lessee may, at its option, cancel this lease with no further liability to the parties except to the extent of obligations which have accrued to the date of cancellation. In case of any damage or destruction occurring during the last twenty-four (24) calendar months of this lease or an extension or renewal, to the extent of fifty percent (50%) or more of the insurable value of the demised premises, Lessor may cancel this lease as of the date of damage by giving Lessee notice within thirty (30) days of such damage. In no event shall Lessor be liable for damage or destruction to stock-in-trade, fixtures, furnishings, or other personal property belonging to the Lessee or belonging to others located in, on or about the premises. In the event of the occurrence of the aforementioned damage or destruction, Lessor shall have at least thirty (30) days to elect not to repair or replace damaged premises in the event of such damage or destruction. Unless Lessor has given Lessee notice of election not to repair within that period, the Lessor shall be deemed to have elected to repair.

31. Waiver of Subrogation: Lessor shall not be liable for any damage to or destruction of any of Lessee's goods, merchandise, fixtures, or other property caused by fire or any other form of casualty to the demised premises.

32. Subordination: This lease and all rights of Lessee hereunder are subordinated to the liens of any mortgages covering the demised premises which are, or shall later be, placed upon the demised premises or any additions to it. Lessee agrees to execute and deliver such further instruments subordinating this lease to the lien of such mortgage as shall be desired by any mortgagee. Lessee hereby irrevocably appoints Lessor attorney-in-fact of Lessee to execute and deliver such instruments. Lessee shall in the event of the sale or assignment of Lessor's interest in the Building or in the event of any proceedings brought for the foreclosure of any mortgage covering the building, attempt to recognize such purchaser or mortgagee as Lessor under this Lease; and in any such events, Lessor named herein shall not thereafter be liable as a party under this Lease.

33. Modifications to Exterior of Premises: Signs: No alteration, modification or installation of any fixture, or carrying on of any activity, on the exterior of the demised premises shall be permitted to be undertaken by Lessee or its agents without prior written consent of Lessor. In addition, Lessee shall maintain all show windows and signs in a neat condition and shall not use any advertising or other media that can be heard from outside of the demised premises. Lessee shall erect a business identification sign only according to plans and specifications provided by Lessee and after receiving Lessor's written approval. The parties hereto acknowledge and agree that the business currently being conducted on the premises as of the date of this lease meets all of the foregoing conditions and the Lessor hereby consents to the continued operation of said business as it is currently being operated, including, but not limited to, any exterior advertising, any signs, fixtures or the carrying on of any activity on the exterior of the premises. The parties further acknowledge and agree that the foregoing is not intended to alter or modify the manner in which said business is operated or shall continue to operate during the term of this lease or any renewals or extensions thereof.

34. Modifications to Interior of Premises: No alteration, addition or improvement to the interior of the demised premises shall be made by Lessee without the written consent of Lessor. Any alteration, addition or improvement may be made by Lessee after such consent, and any fixture

installed as part hereof, shall upon the expiration or sooner termination of this Lease, at the sole option of Lessor, either become Lessor's property or be removed and the demised premises restored to their original condition at Lessee's expense. In connection with any such modification or improvements, Lessee shall save and hold Lessor harmless from any material, labor, mechanic's or other liens that may be placed upon the premises by reason of any work done on the premises on behalf of Lessee, or any nonconformance with building code and permit requirements.

Notwithstanding the foregoing, Lessee may decorate the interior of the premises without first obtaining the consent of Lessor. Decorating items shall include, but not be limited to, painting, mirrors, carpeting, lighting and displays. Lessee's stock in trade and trade fixtures shall not become Lessor's property at the expiration or sooner termination of this Lease.

35. Increase in Fire Insurance Premium: Lessee agrees that it will not keep, use, sell, or offer for sale in or upon the Leased Premises any article which may be prohibited by the standard form of fire and extended risk insurance policy. Lessee agrees to pay any increase in premiums for fire and extended coverage insurance that may be charged during the term of this Lease on the amount of such insurance which may be carried by Lessor on said premises or the building of which they are a part, resulting from the type of merchandise sold by Lessee in the Leased Premises, whether or not Lessor has consented to the same. In determining whether increased premiums are the result of Lessee's use of the Lease Premises, a schedule issued by the organization making the insurance rate on the Leased Premises, showing the various components of such rate, shall be conclusive evidence of the several items and charges which make up the fire insurance rate on the Leased Premises. Lessee agrees to promptly make, at Lessee's cost, any repairs, alterations, changes and/or improvements to equipment in the Leased Premises required by the company issuing Lessor's fire insurance so as to avoid the cancellation of, or the increase in premiums on said insurance.

36. Storage. Office Space: Lessee shall warehouse, store and/or stock in the Leased Premises only such goods, wares and merchandise as Lessee intends to offer for sale at retail at, in, from or upon the Leased Premises. This shall not preclude occasional emergency transfers of merchandise to other stores, if any. Lessee shall use for office, clerical or other non-selling purposes only such space in the Leased Premises as is from time to time reasonably required in the Leased Premises. No auction, fire or bankruptcy sales may be conducted in or from the Leased Premises without previous written consent of Lessor, which consent may be arbitrarily withheld, and appropriate permits from local authorities.

37. Responsibility of Lessee: All alterations, decorations, additions, and improvements made by the Lessee, or made by the Lessor on the Lessee's behalf by agreement under this Lease shall remain the property of the Lessee for the term of this Lease, or any extension or renewal thereof. Such alterations, decorations, additions and improvements shall not be removed from the premises without prior consent in writing from the Lessor. Upon expiration of this Lease, or any renewal thereof, the Lessor shall have the option of requiring the Lessee to remove all such alterations, decorations, additions and improvements, and restore the Leased Premises. If the Lessee fails to remove such alterations, decorations, additions and improvements and restore the Lease Premises, then such alterations, decorations, additions and improvements shall become the property of the Lessor and in such event Lessee shall be responsible for damage exceeding ordinary wear and tear, and shall pay Lessor for repairs promptly upon demand.

38. Responsibility of Lessor

(a) Lessor agrees to repair and maintain in good order and condition the roof, roof drains, outside walls, foundations and structural portions, both interior and exterior, of the Leased Premises. There is excepted from the preceding covenant, however, (i) repair or replacement of broken plate or window glass (except in case of damage by fire or other casualty covered by Lessor's fire and extended coverage policy); (ii) doors, door closure devices, window and door frames, moldings, locks and hardware; (iii) repair of damage caused directly or indirectly by the negligence of the Lessee, its employees, agents, contractors, customers, invitees; and (iv) interior repainting and redecoration. In no event, however, shall Lessor be

liable for damages or injuries arising from defective workmanship or materials in making any such repairs. Lessee waives the provision of any law, now or hereafter in effect, or any right under common law, permitting it to make repairs at Lessor's expense.

(b) Except as hereinabove provided in subparagraph (a), Lessor shall not be obligated or required to make any other repairs, and all other portions of the Leased Premises shall be kept in good repair and condition by Lessee, and at the end of the term of this Lease, Lessee shall deliver the Leased Premises to Lessor in the same and tenantable condition as the same are in upon the commencement of the term of this lease and the same are delivered to Lessee.

(c) Neither Lessor nor Lessor's agents or servants shall be liable for damages caused by or growing out of any breakage, leakage, getting out of order or defective condition of the electric wiring, air conditioning or heating pipes and equipment, closets, plumbing, appliances, sprinklers, other equipment or other facilities serving the Leased Premises.

39. Radon Gas: Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit.

40. Personal Property: The following personal property is included in this lease. At the conclusion of this lease Lessee agrees to turn over items to Lessor, ordinary wear and tear excepted. However Lessee shall replace any items damaged beyond repair and said replacement shall become the property of Lessor. (SEE ATTACHED EXHIBIT "A")

Any new equipment purchased by the Lessee and placed on the premises such as iccmakers, refrigerators, televisions and the like, shall become the sole possession of the Lessor if the Lessee does not elect the Option To Purchase described in #4 above.

41. Guarantors: TIMOTHY SHERRILL and BETTY MASSEY, shall be personally liable for the performance of all of Lessee's duties and obligations under this lease.

IN WITNESS WHEREOF, the said parties hereto, have set their hands and seals this 12th day of JULY, 2001.

Signed, Sealed and Delivered in the Presence of:

As to Lessor:

Joan Ann Hunt  
Signature of Witness  
Printed Name: JOAN ANN HUNT

Richard A. Gilling  
RICHARD A. GILLING, Lessor

Jean A. Gilling  
Signature of Witness  
Printed Name: Jean A. Gilling

As to Lessee:

Signature of Witness  
Printed Name:

Jennifer Roberts by Tom Shorill  
JENNIFER ROBERTS  
Power of Attorney

Nancy A. Bauknight  
Signature of Witness  
Printed Name: NANCY A. BAUKNIGHT

*Handwritten initials*

As to Guarantors:

Signature of Witness  
Printed Name:

*Timothy Sherrill*  
TIMOTHY SHERRILL, Guarantor

*[Signature]*  
Signature of Witness  
Printed Name:

Signature of Witness  
Printed Name:

*Betty Massey*  
BETTY MASSEY, Guarantor

Signature of Witness  
Printed Name:

AS TO GILLING:

STATE OF FLORIDA  
COUNTY OF MONROE

The foregoing instrument was acknowledged before me this 12th day of July, 2001, by RICHARD A. GILLING, who is personally known to me or has produced Personally Known as identification and who did not take an oath.



*Joan Ann Hunt*  
NOTARY PUBLIC  
My Commission Expires:

AS TO JENNIFER ROBERTS:

STATE OF FLORIDA  
COUNTY OF MONROE

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2001, by \_\_\_\_\_, as Guarantor and as President of \_\_\_\_\_, a \_\_\_\_\_ corporation, who is personally known to me or who has produced \_\_\_\_\_ as identification and who did not take an oath.

NOTARY PUBLIC  
My Commission Expires:

*[Handwritten initials]*

AS TO SHERRILL:

STATE OF FLORIDA  
COUNTY OF MONROE

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2001, by, TIMOTHY SHERRILL, who is personally known to me or who has produced \_\_\_\_\_ as identification and who did not take an oath.

\_\_\_\_\_  
NOTARY PUBLIC  
My Commission Expires:

AS TO MASSEY:

STATE OF FLORIDA  
COUNTY OF MONROE

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2001, by, BETTY MASSEY, who is personally known to me or who has produced \_\_\_\_\_ as identification and who did not take an oath.

\_\_\_\_\_  
NOTARY PUBLIC  
My Commission Expires:

0314386

Permit #

Monroe County Building Department  
Building Permit Fees- Worksheet

Applicants Name: Gilling Key BPK

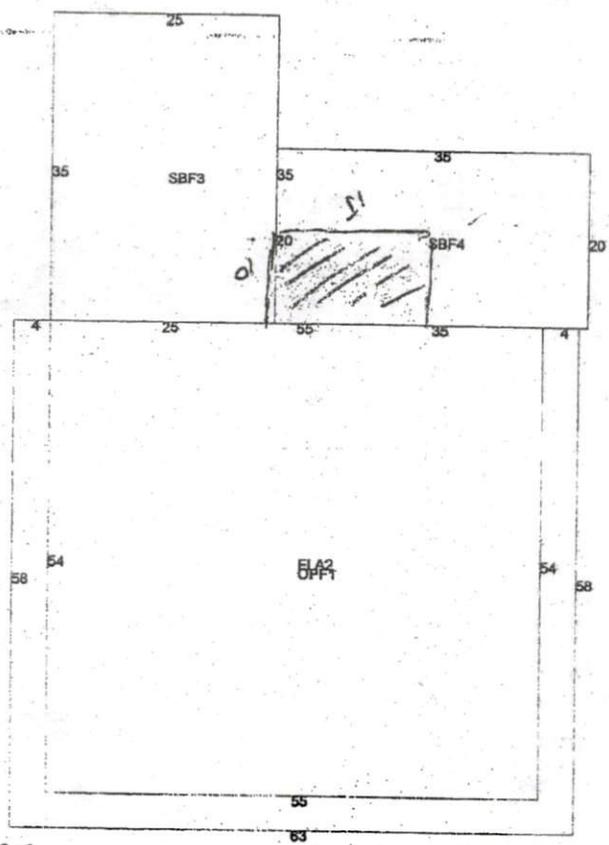
Item:	Unit Fee	Qty	Total
<u>Education Fee</u>	\$2.00		\$2.00
<u>Mimumum Fee</u>	\$50.00		
<u>Plan Review</u>			
<u>Buildings:</u>			
Residential	\$100.00		
Remodel	\$50.00	1	50
Commercial	\$150.00		
Balconies, additions, garages, Enclosures, & Access. Bldgs/ 100sf	\$25.00		
Structures Other than Misc. Const./1000sf	\$30.00		
Seal Coating & Painting /1000sf	\$20.00		
Cabinets & Vanities (All)	\$50.00		
Modulars (State Approved)	\$350.00		
Mobile Homes	\$150.00		
Trailers: Temp/Sales & Const.	\$200.00		
Flatwork on grade: (Per 1000 S.F.) (Inc. concrete, asphalt, wood, tile & carpet)	\$25.00		
Moving Building:	\$200.00		
Repair or New / 100 S.F.	\$5.00		
<u>Roofing:</u>			
<u>Cisterns:</u>			
Residential:	\$100.00		
Commercial: /1000 gal.	\$10.00		
Minimum	\$150.00		
<u>Demolition:</u>			
Per 1000 S.F.	\$50.00		
<u>Awnings:</u>			
Each 100 S.F.	\$25.00		
<u>Hurricane Shutters</u>			
Retrofit or New	N/C		
<u>Screening:</u>			
Each 100 S.F.	\$15.00		
<u>Radon / Recovery</u>			
Each S.F.	\$0.01		
<u>Other:</u>			
<u>Total:</u>			52

HK  
Reviewed by

10/8/03  
Date

Building

00 301580 - 000000



 AREA WHERE SCOPE OF WORK LOCATED

Bldg # = 1 of 1

OPF 1 R63U58L4D54L55U54L4D58.U58R4

PERMIT PLAN REVIEW STOPS

PAGE 1

PERMIT NUMBER: 03104386 - GILLING RICHARD A  
PARCEL ID : 0030158000000  
PARCEL ADDR : SANDS SUB PB1-65 BIG PINE KEY,  
APPLY DATE : 09/29/03 ISSUE DATE :

TYPE: 43

C/O DATE :

-----  
REVIEW STOP: FEMA - FEMA  
REV NO: 1 STATUS: P DATE: 10/14/03 CONT ID:  
REVIEW SENT BY: kostich DATE: 10/09/03 TIME: 11:39 TIME SPENT: 0.25  
REV RECEIVD BY: wingatem DATE: 10/09/03 TIME: 08:42 SENT TO: ABO

REVIEW NOTES: 2003-10-14 08:42:39 DEEMED A NONSUBSTANTIAL IMPROVEMENT  
-----

ENCOMPASS - Pentamation

permit.4ge (permit5.4gl)

RUN DATE:10/14/03

U  
031-4386

MONROE COUNTY BUILDING DEPT.

Date: 9/29/03

NAME: Gilling / SHERILL

AREA: Big Pine Key

TENANT

SANDS

APPROVAL  
REQUIRED

DEPARTMENT

APPROVAL  
RECEIVED

DATE

BIO.

PLAN

EXAM.

FIRE MARSHALL  
~~Mechanical~~

ELECTRICAL

FEMA

ABO

<input checked="" type="checkbox"/>	<u>AKT</u>	<u>10/6/03</u>
<input checked="" type="checkbox"/>	<u>PK</u>	<u>10/8/03</u>
<input checked="" type="checkbox"/>	<u>WSS</u>	<u>10/29/03</u>
<input checked="" type="checkbox"/>	<u>WSS</u>	<u>10/14/03</u>
<input checked="" type="checkbox"/>	<u>WSS</u>	<u>10/14/03</u>



# LOUISIANA SECRETARY OF STATE R. F. KELLY ARDOIN



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Name	Type	City	Status
QUACK PROPERTIES LLC	Limited Liability Company	HARAHAN	Active

Previous Names:  
 Business: QUACK PROPERTIES LLC  
 Charter Number: 41367504K  
 Registration Date: 12/12/2013

Domicile Address:  
 5333 RIVER ROAD SUITE E  
 HARAHAN, LA 70123

Mailing Address:  
 C/O DANIEL MCKEARAN  
 P.O. BOX 23741  
 NEW ORLEANS, LA 70183

Status: Active  
 Annual Report Status: In Good Standing  
 File Date: 12/12/2013  
 Last Report Filed: 1/8/2019  
 Type: Limited Liability Company

**Registered Agent(s)**

Agent: CAPITOL CORPORATE SERVICES, INC.  
 Address 1: 8550 UNITED PLAZA BUILDING II, STE. 305  
 City, State, Zip: BATON ROUGE, LA 70809  
 Appointment Date: 4/3/2018

**Officer(s)**

Officer: DANIEL MCKEARAN  
 Title: Manager  
 Address 1: 5333 RIVER ROAD  
 City, State, Zip: HARAHAN, LA 70123

Officer: CHARLES JOHNSON  
 Title: Manager  
 Address 1: 5333 RIVER ROAD  
 City, State, Zip: HARAHAN, LA 70123

Additional Officers: No

**Amendments on File (1)**

Description	Date
Domestic LLC Agent/Domicile Change	4/3/2018

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AGENT AUTHORIZATION FORM

Date of Authorization: 04 / 22 / 2019
Month Day Year

I hereby authorize SMITH HAWKS, PL be listed as authorized agent
(Print Name of Agent)

representing QUACK PROPERTIES, LLC for the application submission
(Print Name of Property Owner(s) the Applicant(s))

of REQUEST FOR A LETTER OF DEVELOPMENT RIGHTS DETERMINATION (LDRD)
(List the Name and Type of applications for the authorization)

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

8, 9, 10 & 11 15 SANDS BIG PINE KEY
Lot Block Subdivision Key (Island)

00301580-000000, 00301590-000000, and 00301590-000100 1373672, 1373681 and 8844913
Real Estate (RE) Number Alternate Key Number

31095 AVENUE A, VACANT LAND, and 31096 AVENUE B, A and B, BIG PINE KEY, FL 33043 31
Street Address (Street, City, State & Zip Code) Approximate Mile Marker

Authorized Agent Contact Information:

P.O. BOX 23741, NEW ORLEANS, LA 70183

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

DANNY@DUCKYJOHNSON.COM

Work Phone Home Phone Cell Phone Email Address

This authorization becomes effective on the date this affidavit is notarized and shall remain in effect until terminated by the undersigned. This authorization acts as a durable power of attorney only for the purposes stated. The undersigned understands the risks and liabilities involved in the granting of this agency and accepts full responsibility for any and all of the actions of the agent named herein related to the processing of the services requested, application(s) and/or the acquisition of approvals/permits for the aforementioned applicant. The applicant(s) hereby indemnifies and holds harmless Monroe County, its officers, agents and employees for any damage to applicant caused by its agent or arising from this agency authorization.

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

Signature of Property Owner: [Handwritten Signature]

Printed Name of Property Owner: DANNY McKEARAN, Manager, QUACK PROPERTIES, LLC

STATE OF FLORIDA COUNTY OF MONROE

Sworn to and subscribed before me this 22nd day of APRIL, 20 19,

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

as identification.

(Type of ID Produced)

[Handwritten Signature: Brandi Sheen]
Signature of Notary Public



Print, Type or Stamp Commissioned Name of Notary Public

My commission expires:

ParcelId	OwnerName	OwnerAddress1	OwnerAddress2	OwnerCityStZip
1 00111320-001100	91 FREEDOM LANE LLC	11 Old Powder Hill Rd		Durham, CT 06422
2 00301300-000000	A KEY REAL ESTATE INC	31227 Avenue A		Big Pine Key, FL 33043
3 00303410-000000	ALO CHRISTINA M	2225 Overseas Hwy		Marathon, FL 33050
4 00303370-000000	ARTERBURN ASHLEY L	31027 Avenue C		Big Pine Key, FL 33043
5 00111320-001700	BECKER MARION V	80 Sands Rd		Big Pine Key, FL 33043
6 00301630-000000	BIG PINE LOWER KEY PROPERTY LLC	29361 Forrestal Ave		Big Pine Key, FL 33043
7 00110860-000000	BOT TIIF	C/O DEP, DIVISION OF STATE LANDS	3900 Commonwealth Blvd Mail Station 108	Tallahassee, FL 32399
8 00301550-000000	BOTSFORD BRIAN H	24245 Caribbean Dr W		Summerland Key, FL 33042
9 00111320-002400	CONCH REPUBLIC HOUSING ALLIANCE LLC	PO Box 420385		Summerland Key, FL 33042
10 00301740-000000	COUNTY OF MONROE.	1100 Simonton St		Key West, FL 33040
11 00301680-000000	COUNTY OF MONROE	C/O BOARD OF COUNTY COMMISSIONERS	500 WHITEHEAD ST	KEY WEST, FL 33040
12 00303540-000000	DILLON GARY	31013 Avenue D		Big Pine Key, FL 33043
13 00110840-000000	DOT/ST.OF FL	3900 The Capitol		Tallahassee, FL 32399
14 00303430-000000	DOWNING KATICA	31075 Avenue C		Big Pine Key, FL 33043
15 00303450-000000	DUESLER CHRISTOPHER A	31068 Avenue D		Big Pine Key, FL 33043
16 00303400-000000	DUONG THUAN T	31051 Avenue C		Big Pine Key, FL 33043
17 00111320-001300	EK JESPER W	68 Sands Rd		Big Pine Key, FL 33043
18 00303420-000000	ESCOBAR MAIKEL	800 Emma St		Key West, FL 33040
19 00111310-000000	FINER LINES INC	PO Box 421207		Summerland Key, FL 33042
20 00301990-000000	FISCHER LYNNE	31136 Avenue C		Big Pine Key, FL 33043
21 00111000-000200	FLORIDA KEYS LAND TRUST INC	5550 Overseas Hwy		Marathon, FL 33050
22 00303390-000000	FRANCO PIEDAD	27833 SW 129th Pl		Homestead, FL 33032
23 00301670-000000	FUENTES DON	3354 Mangrove Dr		Hernando Beach, FL 34607
24 00111320-000300	GERSHAM HAREEN	2901 SW 84th Ave		Davie, FL 33328
25 00301770-000000	GOLDEN JOSEPH PAUL	90 1st St		Big Pine Key, FL 33043
26 00303340-000000	GOULDY RALPH R	21732 Asturias Rd		Summerland Key, FL 33042
27 00303360-000000	GRIDER CHELSEA OLIVIA	31019 Avenue C		Big Pine Key, FL 33043
28 00301360-000000	HAACK KAREN	PO Box 430044		Big Pine Key, FL 33043
29 00303720-000000	HALL CHERIE LYNN	31131 Avenue D		Big Pine Key, FL 33043
30 00303700-000000	HARDING NICOLE A	31124 Avenue E		Big Pine Key, FL 33043
31 00111320-002100	HEATON RICKY D	PO Box 604		Ketchum, OK 74349
32 00301980-000000	HERRERA ARIEL	31148 Avenue C		Big Pine Key, FL 33043
33 00111320-002300	HOWARTH SUSAN	30858 Palm Dr		Big Pine Key, FL 33043
34 00301820-000000	JEWELL LAURIE A	348 GUAVA Ave		GRASSY KEY, FL 33050
35 00303350-000000	JONES III PHILLIP I	31011 Avenue C		Big Pine Key, FL 33043
36 00303580-000000	KACZKOWSKI JULIE	PO Box 430033		Big Pine Key, FL 33043

37	00110830-000102	KIEBER BOBBIE L	PO Box 431397	Big Pine Key, FL 33043
38	00110830-000109	KIEBER BOBBIE V	77 Industrial Rd	Big Pine Key, FL 33043
39	00111320-000100	LAND 10031 LLC	4900 W Hundred Rd	Chester, VA 23831
40	00301520-000000	LANE AND JOHNSON HOLDINGS LLC	101925 Overseas Hwy	Key Largo, FL 33037
41	00301310-000000	LEISNER WALDO W ESTATE	1716 Catherine St	Key West, FL 33040
42	00110830-000000	LIVELY PROPERTIES LLC	972 Lagoon Dr	Summerland Key, FL 33042
43	00110840-000100	LOWER KEYS CHAMBER OF COMMERCE	31020 Overseas Hwy	Big Pine Key, FL 33043
44	00111000-000000	MAESTRE LUZ ELENA	PO Box 164809	Miami, FL 33116
45	00302010-000000	MARRACCINI MICHELLE MARY	31112 Avenue C	Big Pine Key, FL 33043
46	00303460-000000	MARSH KEVIN A	31060 Avenue D	Big Pine Key, FL 33043
47	00301550-000100	MCCRARY REAL ESTATE HOLDINGS LLC	305 W Ld Lockett Rd	Colleyville, TX 76034
48	00111320-001600	MCHUTCHISON CHRISTINA	2055 Bally Moor Dr	Downingtown, PA 19335
49	00110880-000000	MEMORIAL GARDENS CEMETERY OF THE FLORIDA KEYS LLC	14 W Cypress Ter	Key West, FL 33040
50	00111320-000900	MERTENS DELORES L	10451 Lake Station Ave	Lake, MI 48632
51	00301650-000000	MILITELLO DEBRA	5318 73rd Rd S	Lake Worth, FL 33463
52	00111200-000000	MONROE. COUNTY	1100 Simonton St	Key West, FL 33040
53	00303570-000000	MONROE COUNTY	500 Whitehead St	Key West, FL 33040
54	00111320-001500	MONROE COUNTY		
		COMPREHENSIVE PLAN LAND AUTHORITY	1200 Truman Ave	Key West, FL 33040
55	00301930-000000	MOORE JAMES EDWIN SR REV TR AGR 8/8/2003	7240 Boyd Ln	Las Vegas, NV 89131
56	00303270-000000	MORANO JR THOMAS	31170 Avenue D	Big Pine Key, FL 33043
57	00301760-000000	PACE MARTHA P	8435 SW 44th St	Miami, FL 33155
58	00301440-000000	PADRON MICHAEL A JR REV TRUST 12/19/2003	2701 MONZA Dr	Sebring, FL 33872
59	00111320-000400	PAPCUN BARBARA A	22159 Military St	Dearborn, MI 48124
60	00111320-000200	PARKHURST JACK	1342 SW Station Circle Rd	Port Orchard, WA 98367
61	00303490-000000	PEARSON JASON M	31036 Avenue D	Big Pine Key, FL 33043
62	00111320-001800	PECHACEK CHRISTINE M	3525 Wilson Rd	Harrison, MI 48625
63	00301900-000000	PEDRO FALCON ELECTRICAL CONTRACTORS INC	31160 Avenue C	Big Pine Key, FL 33043
64	00303380-000000	PERRRY MARJORIE	31035 Avenue C	Big Pine Key, FL 33043
65	00303290-000000	PERSHYN JOHN STEPHEN	74 Fairview Ave	Milford, NJ 08848
66	00303750-000000	PHINNEY TUCKER	31155 Avenue D	Big Pine Key, FL 33043
67	00303520-000000	PISANO SUZANNE L	31012 Avenue D	Big Pine Key, FL 33043

68	00301330-000000	PLAZA 31 LLC	2901 Venetian Dr	Key West, FL 33040
69	00301170-000000	R AND T VINYL SIGNS LLC	31211 Avenue A	Big Pine Key, FL 33043
70	00111320-001900	RAU DOUGLAS F	13 Maple Ave	Binghamton, NY 13901
71	00111320-002200	REID JR SEWARD K	138 Sands Rd	Big Pine Key, FL 33043
72	00277196-000000	RK LAND HOLDING LLC	1085 Highway A1A	Satellite Beach, FL 32937
73	00303480-000000	ROBERTS CHARLES F	5585 2nd Ave	Key West, FL 33040
74	00111320-001200	RUSSELL JERALD L AND SHARON A REV LIVING TRUST	3305 Oakland Dr	Clare, MI 48617
75	00111320-001301	RUSSELL JERALD L AND SHARON ANN REVOCABLE TRUST	3305 Oakland Dr	Clare, MI 48617
76	00301890-000000	SANDS STORAGE LLC	PO Box 421207	Summerland Key, FL 33042
77	00302000-000000	SCAGGS ADRIAN	31124 Avenue C	Big Pine Key, FL 33043
78	00303500-000000	SCARPELLI JOSEPH F	31028 Avenue D	Big Pine Key, FL 33043
79	00301420-000000	SIEVERS DONNA G	31193 Avenue A	Big Pine Key, FL 33043
80	00303550-000000	SNELL BILL AND LINDA LIVING TRUST 5/11/2012	3800 Donald Ave	Key West, FL 33040
81	00301710-000000	STOLAR KELLI L	31045 Avenue B	Big Pine Key, FL 33043
82	00303200-000000	TABACCO LISA A	31121 Avenue C	Big Pine Key, FL 33043
83	00110830-000900	THOMMES BROOKS W	PO Box 430141	Big Pine Key, FL 33043
84	00111320-002000	WAIGAND FRANCISCO	950 NE 81st St	Miami, FL 33138
85	00303510-000000	WARD BRANDON E	31020 Avenue D	Big Pine Key, FL 33043
86	00111320-002500	WILK REBECCA R	130 Sands Rd	Big Pine Key, FL 33043
87	00111320-000901	WITTERSTAETER ELLEN M	96 Riker Ave	Santa Rosa Beach, FL 32459