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



Development Plan & Conditional Use Application (EC)

Applications will not be accepted unless complete

MAR-3 1 2015

	Development Plan Major Minor Minor
Please	print or type:
1)	Site Address 1100 TRUMAN AVENUE
2)	Name of Applicant FADI KHREIS - LULU'S CAFE CORP-DBA: PITA POCKET
3)	Applicant is: Owner Authorized Representative (attached Authorization and Verification Forms must be completed)
4)	Address of Applicant 3920 S. Roosevelt BLVD. #402N. KEY WEST, FL
5)	Applicant's Phone # 305 778 1238 Email
6)	Email Address: Joefratelli@ Yahoo. Com
7)	Name of Owner, if different than above SONLIGHT INVESTMENTS INC. TIENE WALLMUSLLER
8)	Address of Owner 145 S. Ocean Ave. # 716, Dalm Beach Shores FL 33404
9)	Owner Phone # 561-523-0626 Email FRANKWALLINGELER Cymell. Com
10)	Zoning District of Parcel RE#
11)	Is Subject Property located within the Historic District? Yes No
	If Yes: Date of approval HARC approval #
	OR: Date of meeting
12)	Description of Proposed Development and Use. Please be specific, list existing and proposed buildings and uses, number of dwelling units, parking, restaurant seats, vehicles proposed, etc. If there is more than one use, describe in detail the nature of each use (Give concise description here and use a separate sheet if necessary).
	Will be for meditemanean Coisine dining in and
	Faceout. There will be 4 tables with a total of
	of Pita Sandwickes and other platers, only Food business.
	OF PIN SOLDWINES WIN ONE PINTESS.

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



13)	Has subject Property received any variance(s)? Yes No
	If Yes: Date of approval Resolution #
	Attach resolution(s).
14)	Are there any easements, deed restrictions or other encumbrances on the subject property?
	Yes No
	If Yes, describe and attach relevant documents.
	A. For both Conditional Uses and Development Plans, provide the information requested from the attached Conditional Use and Development Plan sheet.

- B. For Conditional Uses only, also include the Conditional Use Criteria required under Chapter 122, Article III, Sections 122-61 and 122-62 of the Land Development Regulations (see attached copy of criteria).
- C. For Major Development Plans only, also provide the Development Plan Submission Materials required under Chapter 108, Article II, Division 7, Sections 108-226 through 108-248 of the Land Development Regulations (see attached copy of criteria) and any additional information as determined by the Planning Staff.
- D. For both Conditional Uses and Development Plans, one set of plans MUST be signed & sealed by an Engineer or Architect.

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

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

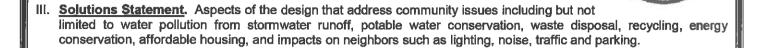


Required Plans and Related Materials for both a Conditional Use and Minor/Major Development Plan

Existing Conditions.

- A Recent Survey of the site by a licensed Surveyor showing all dimensions including distances from property lines, and including:
 - 1) Size of site;
 - 2) Buildings, structures, and parking;
 - 3) FEMA Flood Zone;
 - 4) Topography;
 - 5) Easements; and
 - 6) Location of Utility Lines (sewer, water, electric, cable) adjacent and extending into the site.
- B) Existing size, type and location of trees, hedges, and other features.
- C) Existing stormwater retention areas and drainage flows.
- D) A sketch showing adjacent land uses, buildings, and driveways.
- II. Proposed Development: Plans at 11" X 17" (10,000 Sq. ft. or less); 24" X 36" if site is over 10,000 sq. ft.
 - A) Site Plan to scale of with north arrow and dimensions by a licensed architect or engineer.
 - 1) Buildings
 - 2) Setbacks
 - 3) Parking:
 - a. Number, location and size of automobile and bicycle spaces
 - b. Handicapped spaces
 - c. Curbs or wheel stops around landscaping
 - d. Type of payement
 - 4) Driveway dimensions and material
 - 5) Location of Utility Lines (sewer, water, electric, cable) adjacent and extending into the site.
 - 6) Location of garbage and recycling
 - 7) Signs
 - 8) Lighting
 - 8) Project Statistics:
 - a. Zoning
 - b. Size of site
 - c. Number of units (or units and Licenses)
 - d. If non-residential, floor area & proposed floor area ratio
 - e. Consumption area of restaurants & bars
 - f. Open space area and open space ratio
 - g. Impermeable surface area and impermeable surface ratio
 - h. Number of automobile and bicycle spaces required and proposed
 - B) Building Elevations
 - 1) Drawings of all building from every direction. If the project is in the Historic District please submit HARC approved site plans.
 - 2) Height of building.
 - 3) Finished floor elevations and bottom of first horizontal structure
 - 4) Height of existing and proposed grades
 - C) Drainage Plan: Existing & Proposed retention areas and calculations approved by the City Engineer. See one of the attached commercial and residential use Stormwater Retention Forms.
 - D) Landscape Plan: Size, type, location and number of plants to be removed, kept, and installed. The plan must be approved by the City Landscape Coordinator through a letter of approval. If the project is a Major Development Plan a landscape design prepared by a licensed Landscape Architect is required per Section 108-511(b) of the Land Development Regulations.

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



Development Plan Submission Materials

Sec. 108-226. Scope.

A development plan, for the purposes of this division, shall include but not necessarily be limited to the requirements in this division. With the exception of sections 108-227 through 108-229, the city planner may waive or modify requirements, information and specific performance criteria for development plan review after rendering a finding in writing that such requirements:

- (1) Are not necessary prior to development plan approval in order to protect the public interest or adjacent properties;
- (2) Bear no relationship to the proposed project or its impacts; and
- (3) Are found to be impractical based on the characteristics of the use, including the proposed scale, density/intensity, and anticipated impacts on the environment, public facilities and adjacent land uses.

Sec. 108-227. Title block.

The development plan shall contain the following pertaining to the title block:

- (1) Name of development.
- (2) Name of owner/developer.
- (3) Scale.
- (4) North arrow.
- (5) Preparation and revision date.
- (6) Location/street address of development.

Sec. 108-228. Identification of key persons.

The development plan shall contain the following pertaining to identification of key persons:

- (1) Owner.
- (2) Owner's authorized agent.
- (3) Engineer and architect.
- (4) Surveyor.
- (5) Landscape architect and/or environmental consultant.
- (6) Others involved in the application.
- (7) A verified statement showing each and every individual person having a legal and/or equitable ownership interest in the subject property, except publicly held corporations whose stock is traded on a nationally recognized stock exchange, in which case the names and addresses of the corporation and principal executive officers together with any majority stockholders will be sufficient.

Sec. 108-229. Project description.

Project description should be included on the site plan sheet. The development plan shall contain the following pertaining to the project description:

- (1) Zoning (include any special districts).
- (2) Project site size (acreage and/or square footage).
- (3) Legal description.
- (4) Building size.
- (5) Floor area ratio, permitted and proposed.
- (6) Lot coverage, permitted and proposed.
- (7) Impervious surface.
- (8) Pervious surface.
- (9) Landscape areas.

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



- (10) Parking spaces, permitted and proposed.
- (11) Delineation of location of existing and proposed structures.
- (12) Existing and proposed development type denoted by land use including density/intensity.
- (13) Setbacks.

Sec. 108-230. Other project information.

A general outline of the proposed development shall include the following criteria where applicable:

- (1) Proposed stages or phases of development or operation and facility utilization.
- (2) Target dates for each phase.
- (3) Expected date of completion.
- (4) Proposed development plan for the site.
- (5) A written description of characteristics of the proposed development (i.e., number and type of residential units; floor area by land use; number of tourist accommodations units; seating or parking capacities; number of hospital beds; any proposed outside facilities or areas to be used for storage, display, outside sales, waste disposal or similar use; and any other proposed uses).
- (6) For planned unit developments, indicate design techniques (i.e., clustering, zero lot line, or other techniques) used to reduce public facility costs, reduce disturbance of natural resources, and preserve scenic quality of the site.
- (7) Buildings and sitting specifications which shall be utilized to reduce damage potential and to comply with federal flood insurance regulations.
- (8) Protection against encroachment together with proposed mitigation measures to be employed within environmentally sensitive areas.

Sec. 108-231. Residential developments.

- (a) If the development includes residential units, the following characteristics shall be discussed in the written description:
 - (1) A breakdown of the proposed residential units by number of bedrooms;
 - (2) Tenure (i.e., owner-occupied or rental): and
 - (3) Structure type, such as single-family, duplex, multiple-family, mobile home.
- (b) Refer to division 10 of article V of chapter 122 for information and legal instruments needed to satisfy the city's affordable housing requirements.

Sec. 108-232. Intergovernmental coordination.

The development plan shall contain the following pertaining to intergovernmental coordination:

- (1) Provide proof of coordination with applicable local, regional, state and federal agencies, including but not limited to the following agencies that will be involved in the project:
 - a. South Florida Regional Planning Council (SFRPC).
 - b. City electric system (CES).
 - c. State department of environmental protection (DEP).
 - d. Army Corps of Engineers (ACOE).
 - e. South Florida Water Management District (SFWMD).
 - f. State department of transportation (DOT).
 - g. State department of community affairs (DCA).
 - h. Florida Keys Aqueduct Authority (FKAA).
 - i. State fish and wildlife conservation commission (F&GC).
 - j. The county.
- (2) Provide evidence that any necessary permit, lease or other permission from applicable local, regional, state and federal agencies has been obtained for any activity that will impact wetland communities or submerged land.
- (3) When intergovernmental coordination efforts are incomplete, the applicant shall provide evidence of good faith efforts towards resolving intergovernmental coordination issues.

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



CONDITIONAL USE CRITERIA

Sec. 122-61. Purpose and intent.

The purpose of this article is to ensure that a conditional use shall only be permitted on specific sites where the proposed use may be adequately accommodated without generating adverse impacts on properties and land uses within the immediate vicinity. This article sets forth provisions and criteria for consideration of conditional uses on specific sites. Conditional uses shall be permitted only upon a finding that the proposed use satisfies this article.

Sec. 122-62. Specific criteria for approval.

- (a) Findings. A conditional use shall be permitted upon a finding by the planning board that the proposed use, application and, if applicable, development plan comply with the criteria specified in this section, including specific conditions established by the planning board and or the city commission during review of the respective application in order to ensure compliance with the comprehensive plan and land development regulations. If the proposed conditional use is a major development pursuant to sections 108-165 and 108-166, the city commission shall render the final determination pursuant to section 122-63. A conditional use shall be denied if the city determines that the proposed use does not meet the criteria provided in this section and, further, that the proposed conditional use is adverse to the public's interest. An application for a conditional use shall describe how the specific land use characteristics proposed meet the criteria described in subsection (c) of this section and shall include a description of any measures proposed to mitigate against possible adverse impacts of the proposed conditional use on properties in the immediate vicinity.
- (b) <u>Characteristics of use described</u>. The following characteristics of a proposed conditional use shall be clearly described as part of the conditional use application:
 - (1) Scale and intensity of the proposed conditional use as measured by the following:
 - a. Floor area ratio;
 - b. Traffic generation;
 - c. Square feet of enclosed building for each specific use;
 - d. Proposed employment;
 - e. Proposed number and type of service vehicles; and
 - f. Off-street parking needs.
 - (2) On- or off-site improvement needs generated by the proposed conditional use and not identified on the list in subsection (b)(1) of this section including the following:
 - a. Utilities;
 - b. Public facilities, especially any improvements required to ensure compliance with concurrency management as provided in chapter 94;
 - c. Roadway or signalization improvements, or other similar improvements;
 - d. Accessory structures or facilities; and
 - e. Other unique facilities/structures proposed as part of site improvements.
 - (3) On-site amenities proposed to enhance site and planned improvements. Amenities including mitigative techniques such as:
 - a. Open space;
 - b. Setbacks from adjacent properties;
 - c. Screening and buffers;
 - d. Landscaped berms proposed to mitigate against adverse impacts to adjacent sites; and
 - e. Mitigative techniques for abating smoke, odor, noise, and other noxious impacts.

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



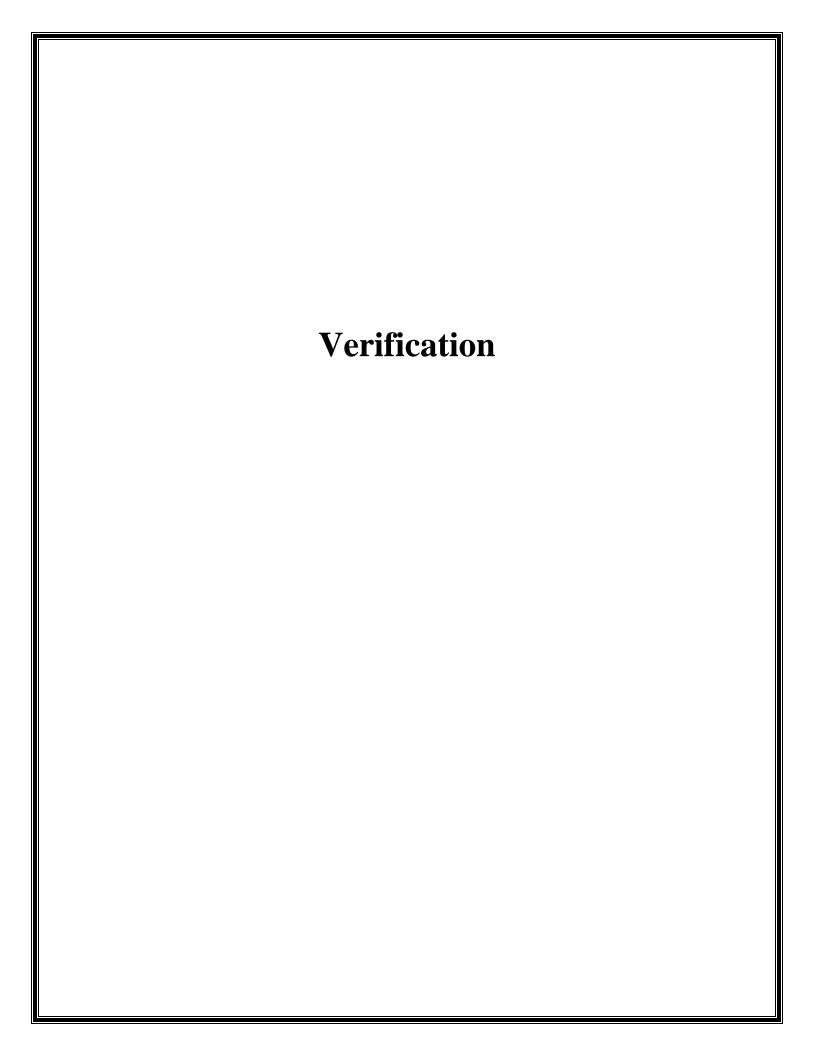
- (c) <u>Criteria for conditional use review and approval</u>. Applications for a conditional use shall clearly demonstrate the following:
 - (1) <u>Land use compatibility</u>. The applicant shall demonstrate that the conditional use, including its proposed scale and intensity, traffic-generating characteristics, and off-site impacts are compatible and harmonious with adjacent land use and will not adversely impact land use activities in the immediate vicinity.
 - (2) <u>Sufficient site size</u>, adequate site specifications, and infrastructure to accommodate the proposed use. The size and shape of the site, the proposed access and internal circulation, and the urban design enhancements must be adequate to accommodate the proposed scale and intensity of the conditional use requested. The site shall be of sufficient size to accommodate urban design amenities such as screening, buffers, landscaping, open space, off-street parking, efficient internal traffic circulation, infrastructure (i.e., refer to chapter 94 to ensure concurrency management requirements are met) and similar site plan improvements needed to mitigate against potential adverse impacts of the proposed use.
 - (3) Proper use of mitigative techniques. The applicant shall demonstrate that the conditional use and site plan have been designed to incorporate mitigative techniques needed to prevent adverse impacts to adjacent land uses. In addition, the design scheme shall appropriately address off-site impacts to ensure that land use activities in the immediate vicinity, including community infrastructure, are not burdened with adverse impacts detrimental to the general public health, safety and welfare.
 - (4) <u>Hazardous waste</u>. The proposed use shall not generate hazardous waste or require use of hazardous materials in its operation without use of city-approved mitigative techniques designed to prevent any adverse impact to the general health, safety and welfare. The plan shall provide for appropriate identification of hazardous waste and hazardous material and shall regulate its use, storage and transfer consistent with best management principles and practices. No use which generates hazardous waste or uses hazardous materials shall be located in the city unless the specific location is consistent with the comprehensive plan and land development regulations and does not adversely impact wellfields, aquifer recharge areas, or other conservation resources.
 - (5) Compliance with applicable laws and ordinances. A conditional use application shall demonstrate compliance with all applicable federal, state, county, and city laws and ordinances. Where permits are required from governmental agencies other than the city, these permits shall be obtained as a condition of approval. The city may affix other conditions to any approval of a conditional use in order to protect the public health, safety, and welfare.
 - (6) <u>Additional criteria applicable to specific land uses</u>. Applicants for conditional use approval shall demonstrate that the proposed conditional use satisfies the following specific criteria designed to ensure against potential adverse impacts which may be associated with the proposed land use:
 - a. <u>Land uses within a conservation area</u>. Land uses in conservation areas shall be reviewed with emphasis on compliance with section 108-1 and articles III, IV, V, VII and VIII of chapter 110 pertaining to environmental protection, especially compliance with criteria, including land use compatibility and mitigative measures related to wetland preservation, coastal resource impact analysis and shoreline protection, protection of marine life and fisheries, protection of flora and fauna, and floodplain protection. The size, scale and design of structures located within a conservation area shall be restricted in order to prevent and/or minimize adverse impacts on natural resources. Similarly, public uses should only be approved within a wetland or coastal high hazard area V zone when alternative upland locations are not feasible on an upland site outside the V zone.
 - b. Residential development. Residential development proposed as a conditional use shall be reviewed for land use compatibility based on compliance with divisions 2 through 14 of article IV and divisions 2 and 3 of article V of this chapter pertaining to zoning district regulations, including size and dimension regulations impacting setbacks, lot coverage, height, mass of building, building coverage, and open space criteria. Land use compatibility also shall be measured by appearance, design, and land use compatibility criteria established in chapter 102; articles III, IV and V of chapter 108; section 108-956; and article II of chapter 110; especially protection of historic resources; subdivision of land; access, internal circulation, and off-

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



street parking; as well as possible required mitigative measures such as landscaping and site design amenities.

- c. Commercial or mixed use development. Commercial or mixed use development proposed as a conditional use shall be reviewed for land use compatibility based on compliance with divisions 2 through 14 of article IV and divisions 2 and 3 of article V of this chapter pertaining to zoning district regulations, including size and dimension regulations impacting floor area ratio, setbacks, lot coverage, height, mass of buildings, building coverage, and open space criteria. Land use compatibility also shall be measured by appearance, design, and land use compatibility criteria established in chapter 102; articles I, II, IV and V of chapter 108; section 108-956; and article II of chapter 110; especially protection of historic resources; subdivision of land; access, pedestrian access and circulation; internal vehicular circulation together with access and egress to the site, and off-street parking; as well as possible required mitigative measures such as landscaping, buffering, and other site design amenities. Where commercial or mixed use development is proposed as a conditional use adjacent to U.S. 1, the development shall be required to provide mitigative measures to avoid potential adverse impacts to traffic flow along the U.S. 1 corridor, including but not limited to restrictions on access from and egress to U.S. 1, providing for signalization, acceleration and deceleration lanes, and/or other appropriate mitigative measures.
- d. <u>Development within or adjacent to historic district</u>. All development proposed as a conditional use within or adjacent to the historic district shall be reviewed based on applicable criteria stated in this section for residential, commercial, or mixed use development and shall also comply with appearance and design guidelines for historic structures and contributing structures and/or shall be required to provide special mitigative site and structural appearance and design attributes or amenities that reinforce the appearance, historic attributes, and amenities of structures within the historic district.
- e. Public facilities or institutional development. Public facilities or other institutional development proposed as a conditional use shall be reviewed based on land use compatibility and design criteria established for commercial and mixed use development. In addition, the city shall analyze the proposed site location and design attributes relative to other available sites and the comparative merits of the proposed site, considering professionally accepted principles and standards for the design and location of similar community facilities and public infrastructure. The city shall also consider compliance with relevant comprehensive plan assessments of community facility and infrastructure needs and location impacts relative to service area deficiencies or improvement needs.
- f. <u>Commercial structures, uses and related activities within tidal waters</u>. The criteria for commercial structures, uses and related activities within tidal waters are as provided in section 122-1186.
- g. Adult entertainment establishments. The criteria for adult entertainment establishments are as provided in division 12 of article V of this chapter.



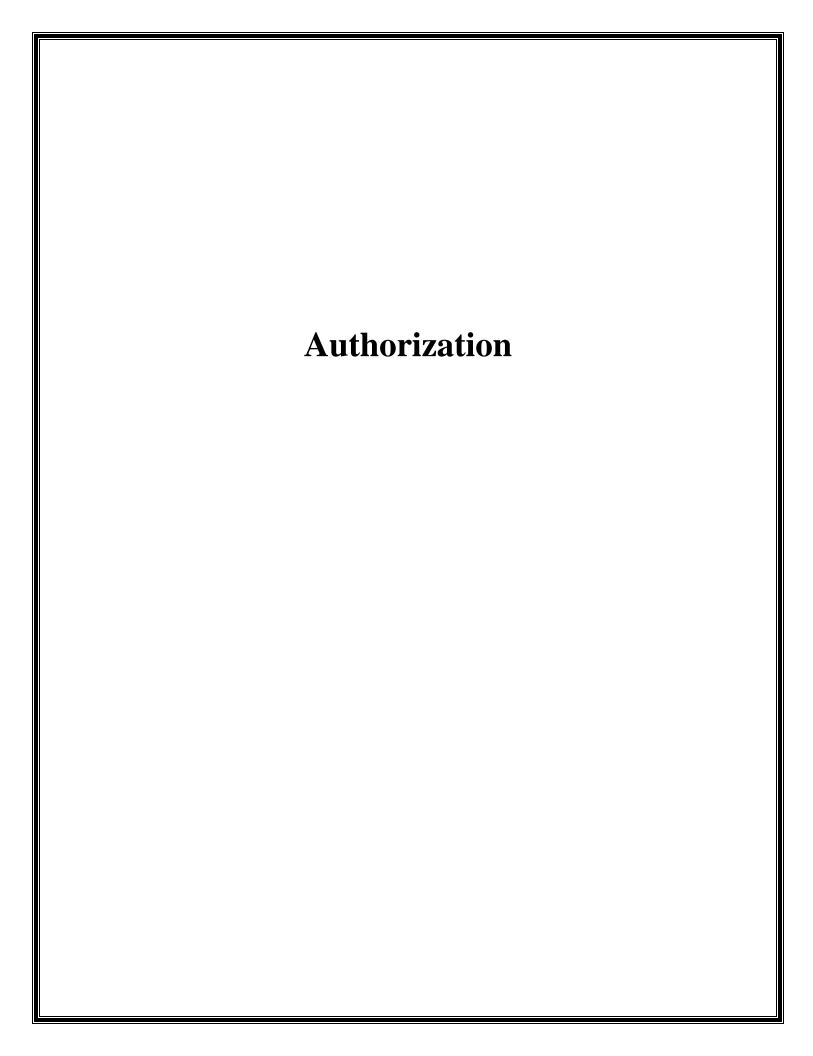
City of Key West Planning Department



Verification Form

(Where Authorized Representative is an entity)

I, FADI KHBEIS	, in my capacity as
(print name)	(print position; president, managing member)
of LULUS CA	FF
(print name o	, in my capacity as
being duly sworn, depose and say	y that I am the Authorized Representative of the Owner (as appears on rty identified as the subject matter of this application:
1100 TRUMAN	AVE UEYWEST Fl. 33048 Street Address of subject property
application, are true and correct t Planning Department relies on an	nestions, drawings, plans and any other attached data which make up the to the best of my knowledge and belief. In the event the City or the ny representation herein which proves to be untrue or incorrect, any expresentation shall be subject to revocation.
Subscribed and sworn to (or affirm Fadi Ali Kheil Name of Authorized Representative	ned) before me on this $\frac{3/19/15}{date}$ by
	NOW 291-66-14-0
He/She is personally known to me Notary's Signature and Sea.	CARLENE SMITH
Name of Acknowledger typed, printed	My Comm. Expires Feb 22, 2017 Commission # EE 861013 Bonded Through National Hotary Assn.
,	
Commission Number, if any	y



City of Key West Planning Department



Authorization Form (Where Owner is a Business Entity)

Please complete this form if someone other than the owner is representing the property owner in this I, The Wall of the well et

Please Frint Name of person with authority to execute documents on behalf of entity Prosident of SONLIBET INVESTMENTS INC.

Name of office (President, Managing Member)

Name of owner from deed authorize Fig. Khreis

Please Print Name of Representative to be the representative for this application and act on my/our behalf before the City of Key West. Signature of person with authority to execute documents on behalf on entity owner Subscribed and sworn to (or affirmed) before me on this 23th day of Cololos, 2014 Copy & Signature and Seal JENNIFER JACKSCHHALL FF 076761

Expires 12/15/2017

FLORIDA DEPARTMENT OF STATE DIVISION OF CORPORATIONS

Detail by Entity Name

Florida Profit Corporation

SONLIGHT INVESTMENTS, INC

Filing Information

 Document Number
 P02000119870

 FEI/EIN Number
 061661429

 Date Filed
 11/08/2002

 Effective Date
 11/07/2002

State FL Status ACTIVE

Principal Address

145 S. Ocean Ave.

716

Palm Beach Shores, FL 33404

Changed: 09/22/2014

Mailing Address

145 S. Ocean Ave.

716

Palm Beach Shores, FL 33404

Changed: 09/22/2014

Registered Agent Name & Address

WALLMUELLER, ILENE 145 S. Ocean Ave.

716

Palm Beach Shores, FL 33404

Address Changed: 09/22/2014

Officer/Director Detail

Name & Address

Title P

WALLMUELLER, ILENE 145 S. Ocean Ave.

716

Palm Beach Shores, FL 33404

Title Secretary

WALLMUELLER, FRANK R 145 S. Ocean Ave. 716 Palm Beach Shores, FL 33404

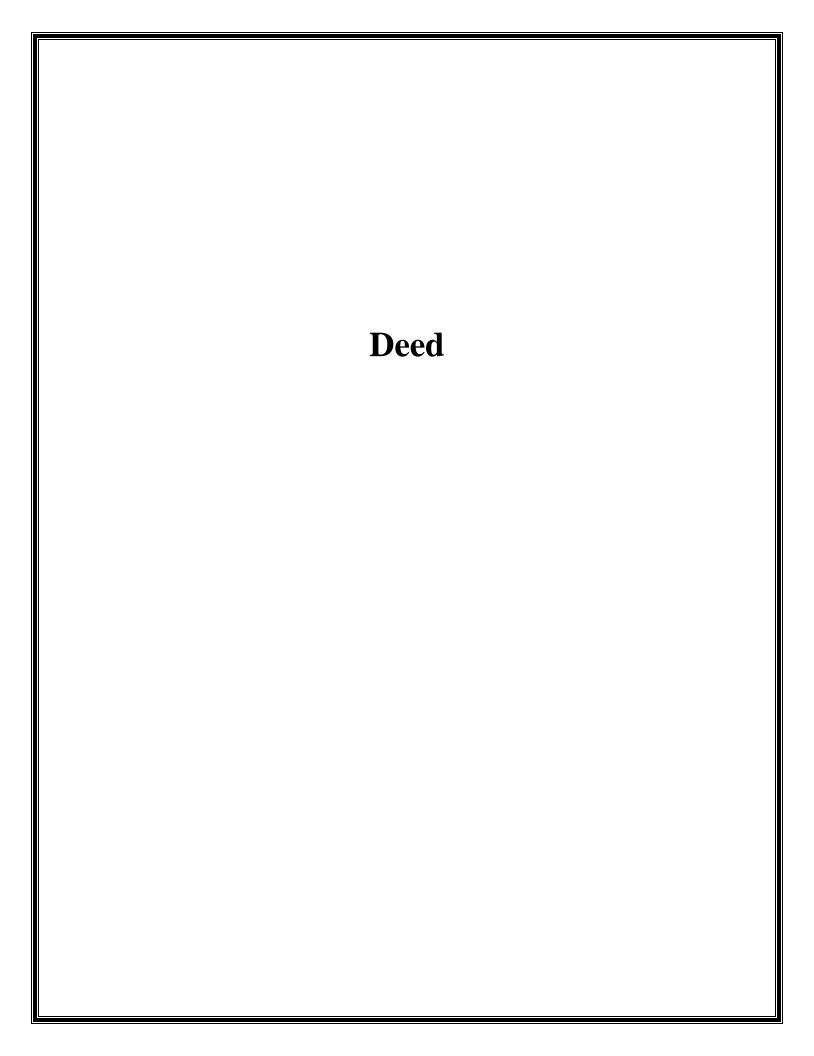
Annual Reports

Report Year	Filed Date
2014	02/04/2014
2014	09/22/2014
2015	01/13/2015

Document Images

01/13/2015 ANNUAL REPORT	View image in PDF format
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<u>06/09/2003 ANNUAL REPORT</u>	View image in PDF format
11/08/2002 Domestic Profit	View image in PDF format

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MONROE COUNTY OFFICIAL RECORDS

FILE #1343839 BK#1848 PG#1468

Prepared by and Return to: Clifford Pac, an employee of First American Title Insurance Company 2409 North Roosevelt Boulevard Key West, Florida 33040 (305) 296-2967

File No.: 86467

RCD Jan 09 2003 09:16AM DANNY L KOLHAGE, CLERK

DEED DOC STAMPS 3290.00 01/09/2003 DEP CLK

WARRANTY DEED

This indenture made on Second day of January, 2003 A.D., by

Simon B. Volpian and Jan S. Volpian, husband and wife

whose address is: , hereinafter called the "grantor", to

Sonlight Investments, Inc., a Florida Corporation

whose address is: 4101 Manor Forest Trail, Boynton Beach, FL 33436 hereinafter called the "grantee:

(Which terms "Grantor" and "Grantee" shall include singular or plural, corporation or individual, and either sex, and shall include heirs, legal representatives, successors and assigns of the same)

Witnesseth, that the grantor, for and in consideration of the sum of Ten Dollars, (\$10.00) and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the grantee, all that certain land situate in **Monroe** County, **Florida**, to-wit:

A parcel of land on the Island of Key West, Monroe County, Florida, and known on William A. Whitehead's Map of Plan of the City of Key West, delineated in February 1829, as part of Tract 13, and being more particularly described as follows:

Commence at the intersection of the Southeasterly Right-of -Way Line of Truman Avenue and the Southwesterly Right-of-Way Line of Varela Street; thence in a Southwesterly direction along the said Southeasterly Right-of-Way Line of Truman Avenue for 110.67 feet to the Point of Beginning: Thence continue in a Southwesterly direction along the said Southwesterly Right-of-Way Line of Truman Avenue for 50.00 feet; thence in a Southeasterly direction and leaving the said Southeasterly Right-of-Way Line of Truman Avenue and at a right angle for 54.00 feet; thence at a right angle and in a Northwesterly direction for 54.00 feet to the said Southeasterly Right-of-Way Line of Truman Avenue and the Point of Beginning.

ACCESS EASEMENT;

A parcel of land on the Island of Key West, Monroe County, Florida, and known on William A. Whitehead's Map of Plan of the City of Key West, delineated in February 1829, as part of Tract 13, and being more particularly described as follows:

Commence at the intersection of the Southeasterly Right-of-Way Line of Truman Avenue and the Southwesterly Right-of-Way Line of Varela Street; thence in a Southwesterly direction along the said Southeasterly Right-of-Way line of Truman Avenue for 113.67 feet to the Point of Begining; thence continue in a Southwesterly direction along the said Southwesterly right-of-Way Line of Truman Avenue for 3.00 feet; thence in a Southeasterly direction and leaving the said Southeasterly Right-of-Way Line of Truman Avenue and at a right angle for 51.00 feet; thence at a right angle and in a Southwesterly direction for 6.00 feet thence at a right angle and in a Northwesterly direction for 9.00 feet; thence at a right angle and in a Northwesterly direction for 54.00 feet to the said Southeasterly Right-of-Way line of Truman Avenue and the Point of Beginning.

Parcel Identification Number: 0033290-000000 AK 1034070

Subject to covenants, conditions, restrictions and easements of record and taxes for the current year.

Together with all the tenements, hereditaments and appurtenances thereto belonging or in any way appertaining.

To Have and to Hold, the same in fee simple forever.

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

In Witness Whereof, the grantor has hereunto set their hand(s) and seal(s) the day and year first above written.

Simon B. Volpian

Signed, sealed and delivered in our presence:

ro- P

itness Signature

Print Name

v villess signat

Volpian

Print Name: へる N ひ

State of FL

County of Monroe

Sworn To, Subscribed and Acknowledged before me on January 02, 2003, by **Simon B. Volpian and Jan S. Volpian, husband and wife** who is/are personally known to me or who has/have produced a valid driver's license as identification.

NOTARY PUBL

Printed Name of Notary My Commission Sydness

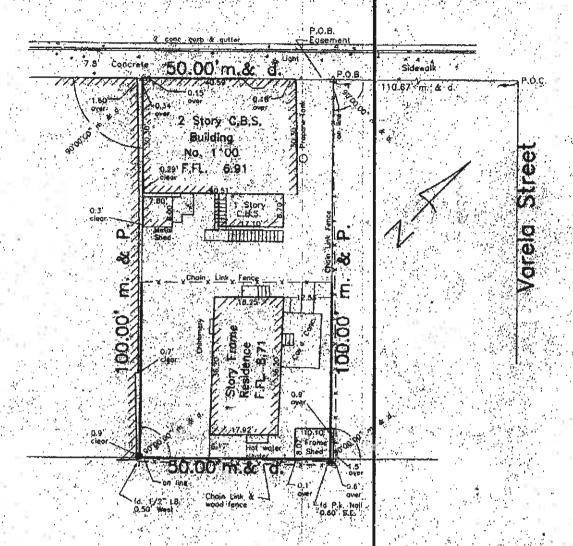
Notary Public - State of Florida My Comm. Expires Aug 6, 2008 Germission & DO 130021 Bonded By National Notary Assn.

Clifford P. Fac

MONROE COUNTY OFFICIAL RECORDS



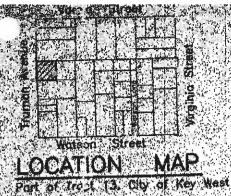
Truman Avenue (Division St.) (50' R/W)



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d/k w./Nock 132		

FREDERICK H. HILDEBRANDT ENGINEER PLANNER SURVEYOR

> 3350 Monthside Drive Sulfé 101 Key West, K., 33040 (305), 263-0468 Fox. (305), 293-0237



LEGAL PESCRIPTION: Parce! "A
Prepared by undersigned.
A parcel of land beated on the Island of the City of Key West, deline step in February 1829, os william A whiteheed's Map or Plan of the City of Key West, deline step in February 1829, os part of front 15, and selfing rease particularly described his passible passible of the Southwester's Right-of-Way Line of Truman Avenue and the Apathwester's Right-of-Way Line of Southwester's direction of the Southwester's Right-of-Way Line of Truman Avenue of the Southwester's direction of the Southwester's Right-of-Way Line of Truman Avenue of the Southwester's direction of Southwester's direction of the Southwester's Right-of-Way Line of Truman Avenue and Commence of the technique of the Southwester's Right-of-Way Line of Truman Avenue and Commence of the section of the Southwester's Right-of-Way Line of Truman Avenue and Commence of the section of the Southwester's Right-of-Way Line of Truman Avenue and Southwester's direction and Right-of-Way Line of Truman Avenue and Southwester's direction of Right-of-Way Line of Truman Avenue and Southwester's direction of Right-of-Way Line of Truman Avenue and the Right-of-Way Line of Truman Avenue and the Right-of-Way Line of Truman Avenue and the Righ

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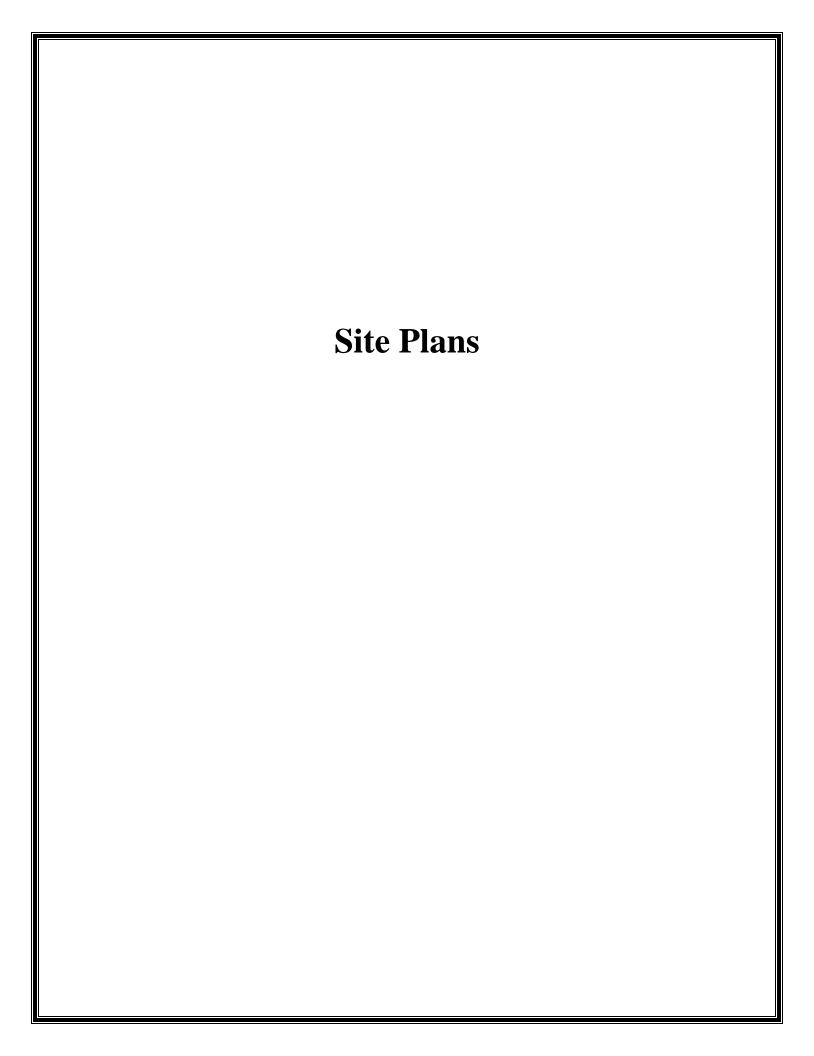
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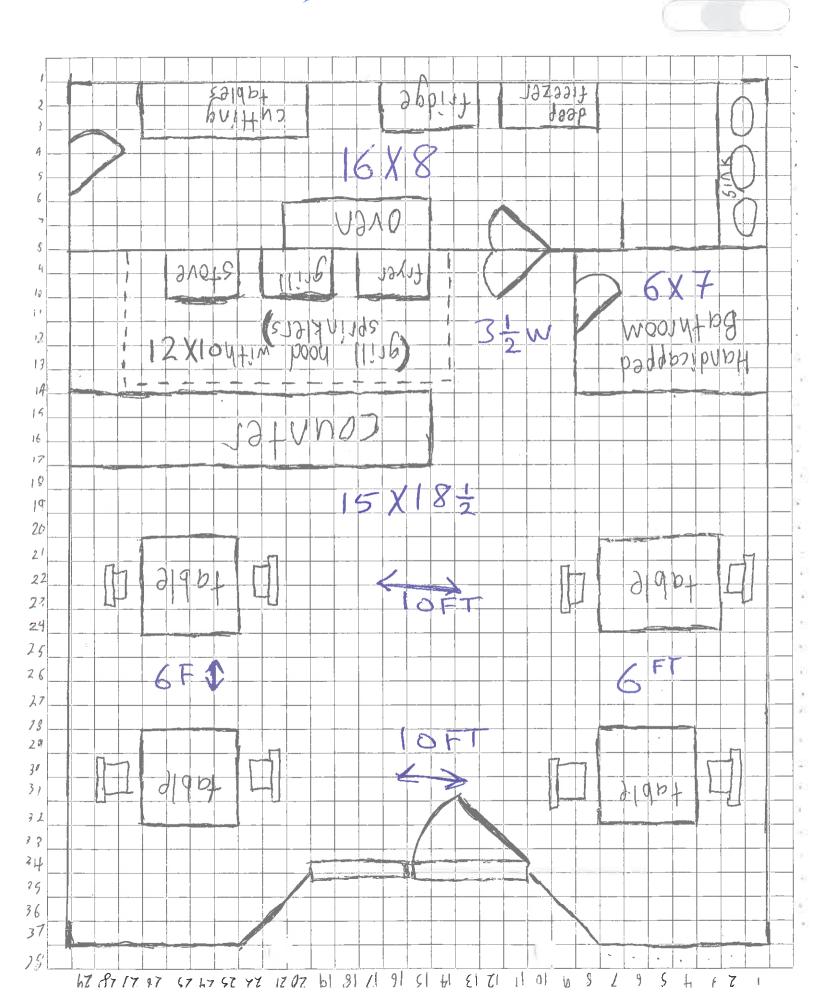
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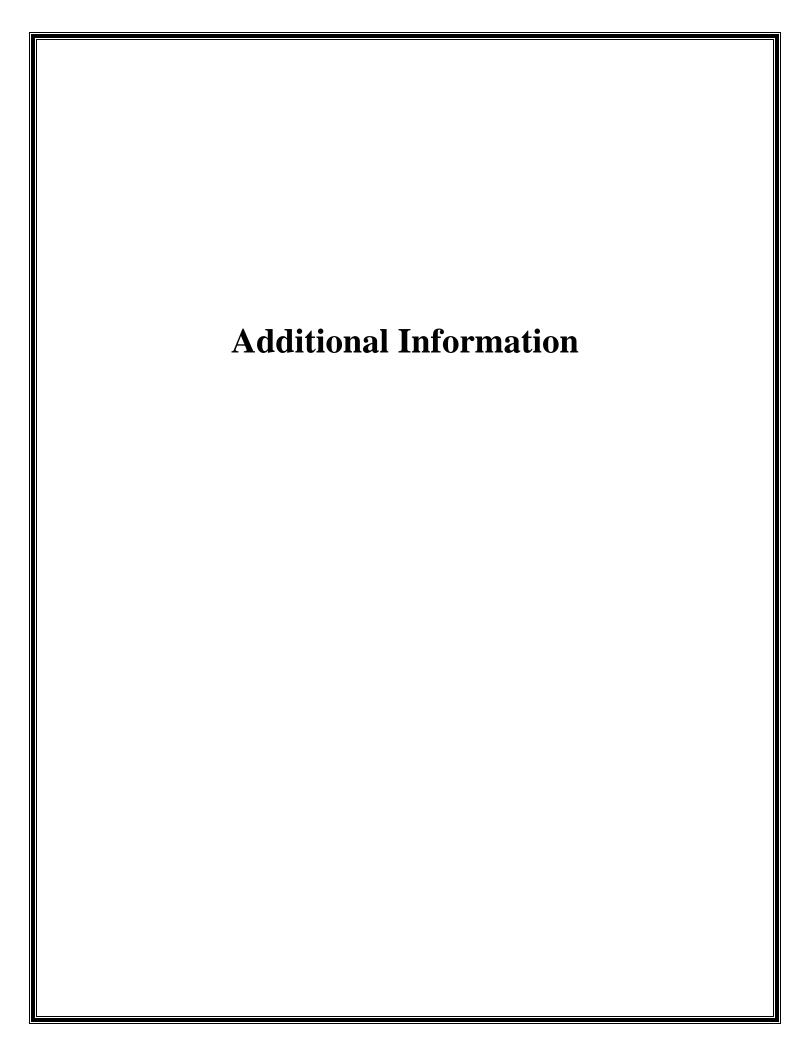
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Professional Land Suggest & Mapper Professional Engineer stat 36849 State of Parido

OF VALID WALESS CHELLES ID MAITH RASED-STAY A SICHALUS







Commercial Lease

This lease is made between SONLIGHT INVESTMENTS INC
This lease is made between SONLIGHT INVESTMENTS, INC. of 145 S. Ocean Ave. #716, Palm Beach Shores, FL 33404 , herein called Lesser, and
FADI KHREIS of 3920 S. ROOSAVELT BLVD.,
#402N, Key West, FL 33040 , herein called Lessee. Lessee hereby offers to lease from Lessor the
premises situated in the City of KEY WEST County of MONROE
State of FLORIDA described as 1100 TRUMAN AVE (LEFT SIDE RETAIL
SPACE), KEY WEST, FL 33040
upon the following TERMS and CONDITIONS:
1. Term and Rent. Lessor demises the above premises for a term of FIVE years, commencing 8/15/14
, and terminating on 8/14/2019, or sooner as provided herein at the annual rental
of Dollars (\$) payable in equal installments in advance on the first day
of each month for that month's rental, during the term of this lease. All rental payments shall be made to Lessor, at the address specified above.
2. Use. Lessee shall use and occupy the premises for SANDWICH SHOP/CAFE . The premises shall be used for no other purpose. Lessee shall be used for no other purposes.
be used for no other purpose. Lessor represents that the premises may lawfully be used for such purpose. Lessee shall not use the premises for the purposes of storing, manufacturing or selling any explosives, flammables, or other inherently dangerous
substance, chemical, thing, or device.
3. Care and Maintenance of Premises. Lessee acknowledges that the premises are in good order and repair, unless
otherwise indicated herein. Lessee shall, at his own expense and at all times, maintain the premises in good and safe condition,
including plate glass, electrical wiring, plumbing and heating installations and any other system or equipment upon the premises
and shall surrender the same, at termination hereof, in as good condition as received, normal wear and tear excepted. Lessee
shall be responsible for all repairs required, excepting the roof, exterior walls, structural foundations, and: WATER,
SEWER AND GARBAGE.
IF LESSEE IS REQUIRED TO HAVE COMMERCIAL TRASH PICKUP, THE LESSEE
WILL BE RESPONSIBLE FOR THIS EXPENSE.
WILL BE ALOF CHOIDEL FOR THIS LAF LINGE.
which shall be maintained by lesses, lesses shall also maintain in need and it is such and in a silver of the said
which shall be maintained by Lessor. Lessee shall also maintain in good condition such portions adjacent to the premises, such as sidewalks, driveways, lawns and shrubbery, which would otherwise be required to be maintained by Lessor.
4. Alterations. Lessee shall not, without first obtaining the written consent of Lessor, make any alterations, additions, or
improvements, in, to or about the premises.
5. Ordinances and Statutes. Lessee shall comply with all statutes, ordinances and requirements of all municipal, state and
federal authorities now in force, or which may hereafter be in force, pertaining to the premises, occasioned by or affecting the
use thereof by Lessee.
6. Assignment and Subletting. Lessee shall not assign this lease or sublet any portion of the premises without prior written
consent of the Lessor, which shall not be unreasonably withheld. Any such assignment or subletting without consent shall be
void and, at the option of the Lessor, may terminate this lease.
7. Utilities. All applications and connections for necessary utility services on the demised premises shall be made in the name
of Lessee only, and Lessee shall be solely liable for utility charges as they become due, including those for sewer, water, gas,
electricity, and telephone services. In the event that any utility or service provided to the premises is not separately metered.
Lessor shall pay the amount due and separately invoice Lessee for Lessee's pro rata share of the charges. Tenant shall pay such
amounts within fifteen (15) days of invoice. Lessee acknowledges that the leased premises are designed to provide standard of-

the expiration of this lease, to place upon the premises any usual "To Let" or "For Lease" signs, and permit persons desiring to

fice use electrical facilities and standard office lighting. Lessee shall not use any equipment or devices that utilize excessive electrical energy or that may, in Lessor's reasonable opinion, overload the wiring or interfere with electrical services to other tenants. 8. Entry and Inspection. Lessee shall permit Lessor or Lessor's agents to enter upon the premises at reasonable times and upon reasonable notice, for the purpose of inspecting the same, and will permit Lessor at any time within sixty (60) days prior to

shall have been so terminated by Lessor, Lessor may at any time thereafter resume possession of the premises by any lawful means and remove Lessee or other occupants and their effects. No failure to enforce any term shall be deemed a waiver. 16. Security Deposit. Lessee shall deposit with Lessor on the signing of this lease the sum of Twenty-nine hundred Dollars (\$ 2,900.00) as security for the performance of Lessee's obligations under this lease, including without limitation the surrender of possession of the premises to Lessor as herein provided. If Lessor applies any part of the deposit to cure any default of Lessee, Lessee shall on demand deposit with Lessor the amount so applied so that Lessor shall have the full deposit on hand at all times during the term of this lease.

- 17. Tax Increase. In the event there is any increase during any year of the term of this lease in the City. County or State real estate taxes over and above the amount of such taxes assessed for the tax year during which the term of this lease commences. whether because of increased rate or valuation, Lessee shall pay to Lessor upon presentation of paid tax bills an amount equal to 25 % of the increase in taxes upon the land and building in which the leased premises are situated. In the event that such taxes are assessed for a tax year extending beyond the term of the lease, the obligation of Lessee shall be proportionate to the portion of the lease term included in such year.
- 18. Common Area Expenses. In the event the demised premises are situated in a shooping center or in a commercial building in which there are common areas, Lessee agrees to pay his prorata share of maintenance, taxes, and insurance for the common area.
- 19. Attorney's Fees. In case suit should be brought for recovery of the premises, or for any sum due hereunder, or because of any act which may arise out of the possession of the premises, by either party, the prevailing party shall be entitled to all costs incurred in connection with such action, including a reasonable attorney's fee.
- 20. Waiver. No failure of Lessor to enforce any term hereof shall be deemed to be a waiver.
- 21. Notices. Any notice which either party may or is required to give, shall be given by mailing the same, postage prepaid, to Lessee at the premises, or Lessor at the address specified above, or at such other places as may be designated by the parties from time to time.
- 22. Heirs, Assigns, Successors. This lease is binding upon and inures to the benefit of the heirs, assigns and successors in interest to the parties.
- 23. Option to Renew. Provided that Lessee is not in default in the performance of this lease, Lessee shall have the option to renew the lease for an additional term of 60 ____ months commencing at the expiration of the initial lease term. All of the terms and conditions of the lease shall apply during the renewal term except that the monthly rent shall be the sum of \$+3%/year . The option shall be exercised by written notice given to Lessor not less than ______ days prior to the expiration of the initial lease term. If notice is not given in the manner provided herein within the time specified, this option shall expire. 24. Subordination. This lease is and shall be subordinated to all existing and future liens and encumbrances against the prop-
- 25. Radon Gas Disclosure. As required by law, (Landlord) (Seller) makes the following disclosure: "Radon Gas" 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 unknown Additional information regarding radon and radon testing may be obtained from your county public health unit.
- 26. Entire Agreement. The foregoing constitutes the entire agreement between the parties and may be modified only by a writing signed by both parties. The following Exhibits, if any, have been made a part of this lease before the parties' execution hereof:

ADDENDUM TO COMMERCIAL LEASE IS MADE A PART OF THIS AGREEMENT.

flene Wallmueller for: Sonlight Investments, Inc.

Dated: Fadi Khreis

Dated:

www.socrates.com

Page 3 of 3

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lease the same to inspect the premises thereafter.
9. Parking. During the term of this lease, Lessee shall have the nonexclusive use in common with Lessor, other tenants of the
building, their guests and invitees, of the nonreserved common automobile parking areas, driveways, and foot ways, subject to
rules and regulations for the use thereof as prescribed from time to time by Lesson. Lesson reserves the right to designate park-
ing areas within the building or in a reasonable proximity thereto, for Lessee and Lessee's agents and employees. Lessee shall
provide Lessor with a list of all license numbers for the cars owned by Lessee, its agents and employees. Separated structured
parking, if any, located about the building is reserved for Lessees of the building who rent such parking spaces. Lessee hereby
leases from Lessor 0 spaces in such a structural parking area, such spaces to be on a first-come first-served basis. In
consideration of the leasing to Lessee of such spaces, Lessee shall pay a monthly rentalDollars
(\$) per space throughout the term of the lease. Such rent shall be due and payable each month without
demand at the time herein set for the payment of other monthly rentals, in addition to such other rentals.
10. Possession. If Lessor is unable to deliver possession of the premises at the commencement hereof, Lessor shall not be
liable for any damage caused thereby, nor shall this lease be void or voidable, but Lessee shall not be liable for any rent until
possession is delivered. Lessee may terminate this lease if possession is not delivered within 15 days of the commence-
ment of the term hereof.
11. Indemnification of Lessor. To the extent of the law, Lessor shall not be liable for any damage or injury to Lessee, or any
other person, or to any property, occurring on the demised premises or any part thereof. Lessee agrees to indemnify and hold
Lessor harmless from any claims for damages which arise in connection with any such occurence. Said indemnification shall
include indemnity from any costs or fee which Lessor may incur in defending said claim.
12. Insurance. Lessee, at his expense, shall maintain plate glass and public liability insurance including bodily injury and prop-
erty damage insuring Lessee and Lessor with minimum coverage as follows:
city durings madeing teades and season with minimum coverage as noneyes.
Lessee shall provide Lessor with a Certificate of Insurance showing Lessor as additional insured. The Certificate shall
provide for a ten-day written notice to Lessor in the event of cancellation or material change of coverage. To the
maximum extent permitted by insurance policies which may be owned by Lessor or Lessee, Lessee and Lessor, for the
benefit of each other, waive any and all rights of sub rogation which might otherwise exist.
benefit of court other, mare any and all figure in seption which highe objectiving exist.
If the leased premises or any other part of the building is damaged by fire or other casualty resulting from any act of
negligence of Lessee or any of Lessee's agents, employees or invitees, rent shall not be diminished or abated while
such damages are under repair, and Lessee shall be responsible for the costs of repair not covered by insurance.
such distributes are order repair, and tessee shall be responsible for the costs of repair not covered by instructive.
13. Eminent Domain. If the premises or any part thereof or any estate therein, or any other part of the building materially
affecting Lessee's use of the premises, shall be taken by eminent domain, this lease shall terminate on the date when title vests
pursuant to such taking. The rent, and any additional rent, shall be apportioned as of the termination date, and any rent paid
for any period beyond that date shall be repaid to Lessee. Lessee shall not be entitled to any part of the award for such taking
or any payment in lieu thereof, but Lessee may file a claim for any taking of fixtures and improvements owned by Lessee, and for
moving expenses.
14. Destruction of Premises. In the event of a partial destruction of the premises during the term hereof, from any cause, Lessor
shall forthwith repair the same, provided that such repairs can be made within sixty (60) days under existing governmental laws
and regulations, but such partial destruction shall not terminate this lease, except that Lessee shall be entitled to a proportionate
reduction of rent while such repairs are being made, based upon the extent to which the making of such repairs shall interfere with
the business of Lessee on the premises. If such repairs cannot be made within said sixty (60) days, Lessor, at his option, may make
the same within a reasonable time, this lease continuing in effect with the rent proportionately abated as aforesaid, and in the
event that Lessor shall not elect to make such repairs which cannot be made within sixty (60) days, this lease may be terminated at
the option of either party. In the event that the building in which the demised premises may be situated is destroyed to an extent of
not less than one third of the replacement costs thereof, Lessor may elect to terminate this lease whether the demised premises be
injured or not. A total destruction of the building in which the premises may be situated shall terminate this lease
15. Lessor's Remedies on Default. If Lessee defaults in the payment of rent, or any additional rent, or defaults in the
performance of any of the other covenants or conditions hereof, Lessor may give Lessee notice of such default and if Lessee does
not cure any such default within days, after the giving of such notice (or if such other default is of such nature
that it cannot be completely cured within such period, if Lessee does not commence such curing within such 10 days and
thereafter proceed with reasonable diligence and in good faith to cure such default), then Lessor may terminate this lease on
not less than days' notice to Lessee. On the date specified in such notice the term of this lease shall
terminate, and Lessee shall then quit and surrender the premises to Lessor, without extinguishing Lessee's liability. If this lease



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F.K

ADDENDUM TO COMMERCIAL LEASE

RE: 1100 Truman Ave (Left side retail space), Key West, FL 33040

8/11/2014

Lessor and lessee agree to the following terms:

- Lessee may occupy said rental space upon Sonlight Investments, Inc., receiving a valid, commercial general liability insurance certificate with Sonlight Investments, Inc. as an additional insured with a minimum coverage of \$100,000.00/\$300,000.00 liability coverage.
- Ilene Wallmueller, president of Sonlight Investments, Inc., discloses to the lessee that her husband, Frank Wallmueller, PA, is an active real estate agent licensed in the state of Florida.
- Lessee has permission from the lessor to make any changes to the condition of the rental space provided it IMPROVES the space.
- Lessee has first right of refusal for renting the space with a 3% increase per year each year for an additional five years from 8/15/2019 to 8/14/2024. Should lessee not exercise their right, the lessor reserves the right to rent the space at the prevailing rental rates to whomever they so choose.
- Lessee agrees to pay, as liquidated damages or an early termination fee, two thousand, nine hundred dollars (\$2,900.00) if lessee elects to terminate the rental agreement and the lessor waives the right to seek additional rent beyond the month in which the lessor retakes possession.
- In exchange for improvements to the retail rental space, lessor gives lessee two months free rent (November 15, 2014 through Jan 14, 2015). Prior to occupancy, lessee will give lessor three months' rent, plus tax, in the amount of \$4,676.25 (August 15, 2014 through November 14, 2014) plus a security deposit in the amount of \$2,900.00.

•	Lessee is financially responsible for all upgrades to the retail rental space including, but not
_	limited to, a new A/C system.

Ilene Wallmueller (Lessor)

8-12-14

Date

President of Sonlight Investments, Inc.

Fadi Khreis (Lessee) Date

ACORD

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certificate holder in lieu of such endor	, certa comen	ın po Mel.	Dicies may require an ex		INDIAL VACOR	Billion Cit an			un in management
PRODUCER	00811011	7-7	· · · · · · · · · · · · · · · · · · ·	DONTAL NAME:	Key Wes	t Insurance	, inc.		
Key West Insurance, Inc. 646 United Street, Suite 1				PHONE	Both 305-29	4-1096	(AC No	296-294	1010
Key West, FL 33040				E-MAIL ADDRE	a: dean@ki	ywestinsu	гапсе.сом		wanted to the second
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				INSUILE	RA: Capitol	Specialty I	nsurance Co		,
INSURED Luiu's Cafe Corp	,			INGUILE	R = :		<u> </u>		- 20
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1100 Truman Avenue Key West, FL 33040				NSURE	RD:				
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				INSURE	RF:			144-17 B	I DATE OF THE PARTY.
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EXCLUSIONS AND CONDITIONS OF SUCH	I POLIC	IES.	LIMITS SHOWN MAY HAVE	BEEN F	REDUCED BY	PAUD CLAIMS.	<u> </u>		
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WORKERS COMPENSATION							PER CITE	·	
ANY PROPRIETOR/PARTNER/EXECUTIVE	N/A						E.L. EACH ACCIDENT	\$	
OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	4						E.L. DISEASE - EA EMP .O		
if yes, describe under DESCRIPTION OF OPERATIONS below							E.L. DISEASE - POLICY UN	TIS	**************************************
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DESCRIPTION OF OPERATIONS / LOCATIONS / VEHI Cafe - Sandwich Shop	CLES (A	CURE	Tur, Additional Remarks Schedu	es, may i	اوارا به اموانیکی به بروز	to obstan is tading	t and		
AND ADDITION OF ASSAULT									

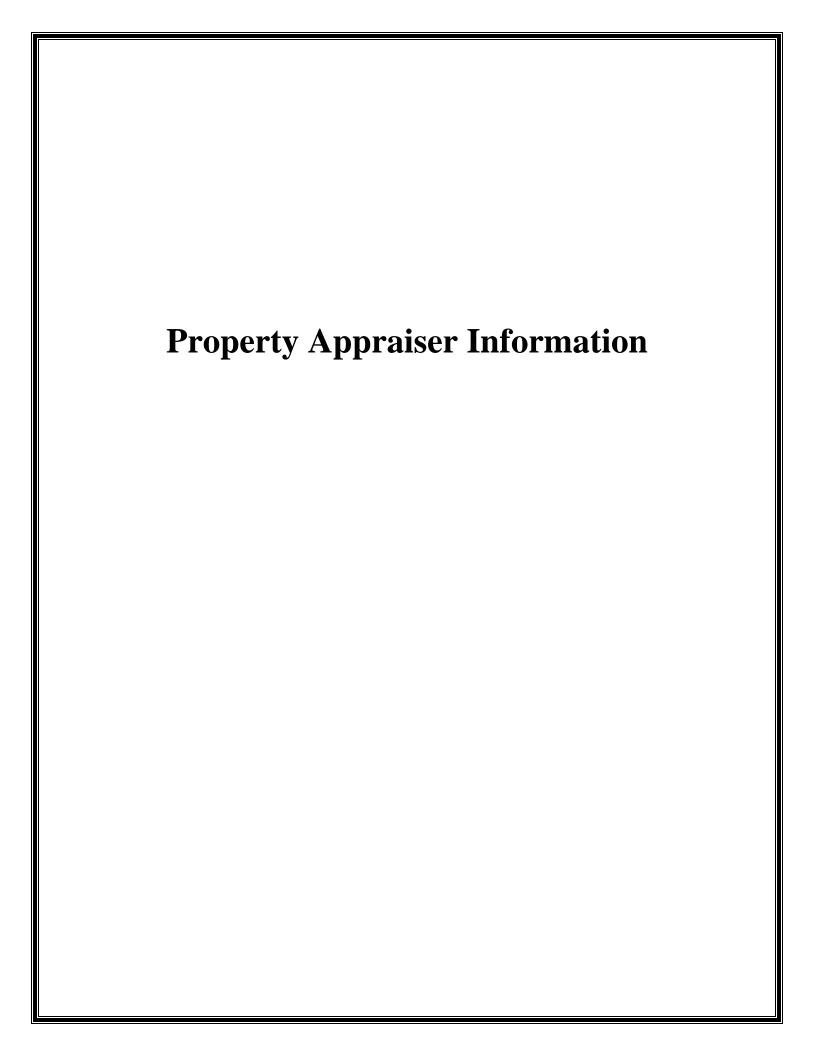
Sonlight investments Inc. 4101 Manor Forest Trail Boynton Beach, FL 33436

7861

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BY CANCELLE SERVICE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DRIVE OF MACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE Dean G. Wahlstrom

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

Property Record Card -

Website tested on IE8,

Maps are now launching the new map application version for Flash 10.3 or higher

Alternate Key: 9032222 Parcel ID: 00033290-000100

Ownership Details

Mailing Address:

SONLIGHT INVESTMENTS INC 145 S OCEAN AVE APT 716 PALM BEACH SHORES, FL 33404-5757

Property Details

PC Code: 12 - STORE/OFF/RES OR COMBINATION

Millage Group: 10KW Affordable Housing: No Section-Township-Range: 05-68-25

Property Location: 1100 TRUMAN AVE KEY WEST

Legal Description: KW GWYNN SUB PT OF TR 13 OR1848-1468/70



Land Details

Land Use Code	Frontage	Depth	Land Area
100D - COMMERCIAL DRY	50	54	2,700.00 SF

Building Summary

Number of Buildings: 1 Number of Commercial Buildings: 1 Total Living Area: 2600 Year Built: 1928

Building 1 Details

Building Type Condition E Quality Grade 400

Effective Age 21 Perimeter 300 Depreciation % 27

Year Built 1928 Special Arch 0 Grnd Floor Area 2,600

Functional Obs 0 Economic Obs 0

Inclusions:

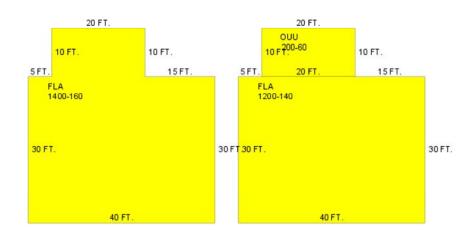
 Roof Type
 Roof Cover
 Foundation

 Heat 1
 Heat 2
 Bedrooms 0

 Heat Src 1
 Heat Src 2

Extra Features:

2 Fix Bath	1	Vacuum	0
3 Fix Bath	1	Garbage Disposal	0
4 Fix Bath	0	Compactor	0
5 Fix Bath	0	Security	0
6 Fix Bath	0	Intercom	0
7 Fix Bath	0	Fireplaces	0
Extra Fix	3	Dishwasher	0



Sections:

Nbr	Type	Ext Wall	# Stories	Year Built	Attic A/C	Basement %	Finished Basement %	Area
1	FLA		1	1993				1,400
2	FLA		1	1993				1,200
3	OUU		1	1993				200

Interior Finish:

Section Nbr	Interior Finish Nbr	Туре	Area %	Sprinkler	A/C

16792	1 STY STORE-B	100	Υ	Υ
16793	APTS-B	100	Υ	Υ

Exterior Wall:

Interior Finish Nbr	Туре	Area %
5804	CONC BLOCK	100

Misc Improvement Details

Nbr	Туре	# Units	Length	Width	Year Built	Roll Year	Grade	Life
1	FN3:WROUGHT IRON	63 SF	9	7	1974	1975	1	60
2	CL2:CH LINK FENCE	416 SF	104	4	1964	1965	1	30
3	UB3:LC UTIL BLDG	100 SF	10	10	1994	1995	1	30

Appraiser Notes

TPP 8517009 - VOLPIAN COMPUTER INC. - 1100 TRUMAN TPP 8939569 - LITTLE CONSIGNMENT SHOP - 1102 TRUMAN

Building Permits

Bldg Number		Date Issued	Date Completed	Amount	Description	Notes
1	13- 2072	05/09/2013		400	Commercial	REPLACING OF METER BOX. LOCATION MAY BE 1102 TRUMAN AVE PER CONTRACTOR.
1	05- 0357	02/04/2005	12/15/2005	3,600		REPLACE SEWER LATERAL

Parcel Value History

Certified Roll Values.

View Taxes for this Parcel.

Rol Yea		Total Misc Improvement Value	Total Land Value	Total Just (Market) Value	Total Assessed Value	School Exempt Value	School Taxable Value
201	4 267,538	711	182,606	450,855	450,855	0	450,855
201	3 267,538	711	182,606	450,855	450,855	0	450,855
201	267,538	725	182,606	450,869	450,869	0	450,869
201	1 267,538	743	182,606	450,887	450,887	0	450,887
201	277 ,961	768	168,859	447,588	447,588	0	447,588
200	9 277,961	788	359,444	638,193	638,193	0	638,193
200	3 284,910	818	351,000	636,728	636,728	0	636,728
200	7 205,048	812	472,500	678,360	678,360	0	678,360
200	205,048	832	216,000	421,880	421,880	0	421,880
200	5 209,873	862	189,000	399,735	399,735	0	399,735
200	4 209,873	887	162,000	350,000	350,000	0	350,000
200	3 209,873	907	81,000	350,000	350,000	0	350,000

Parcel Sales History

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

Sale Date	Official Records Book/Page	Price	Instrument	Qualification
1/2/2003	1848 / 1468	470,000	WD	Q

This page has been visited 186,123 times.

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