

208 Telegraph Lane Timeline

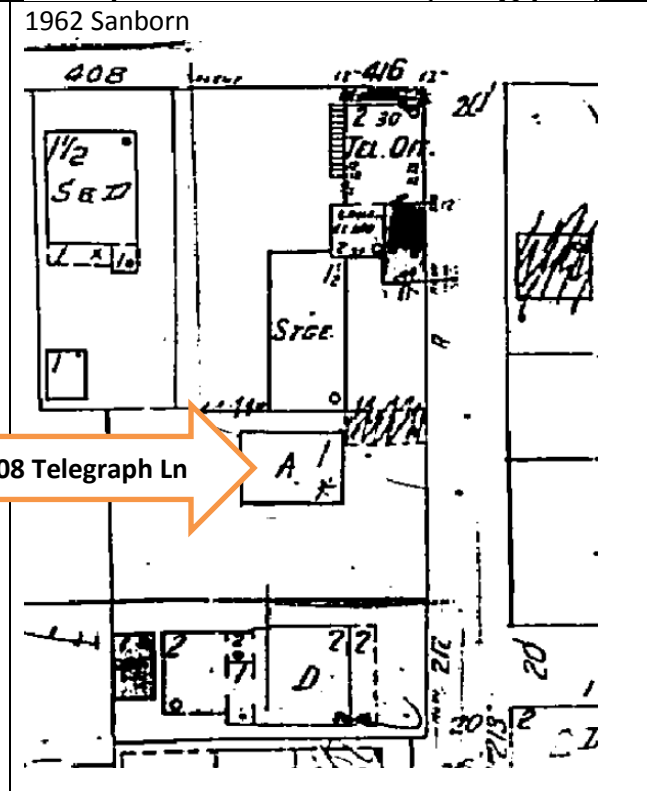
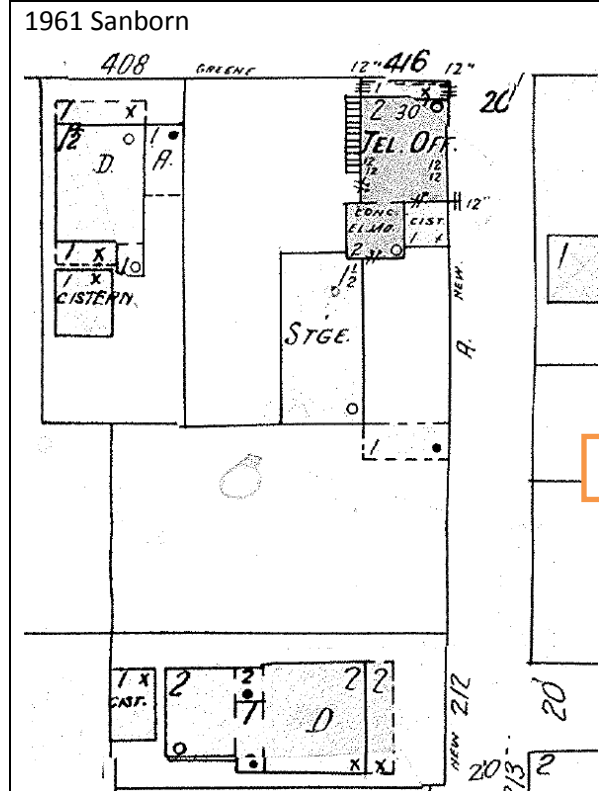
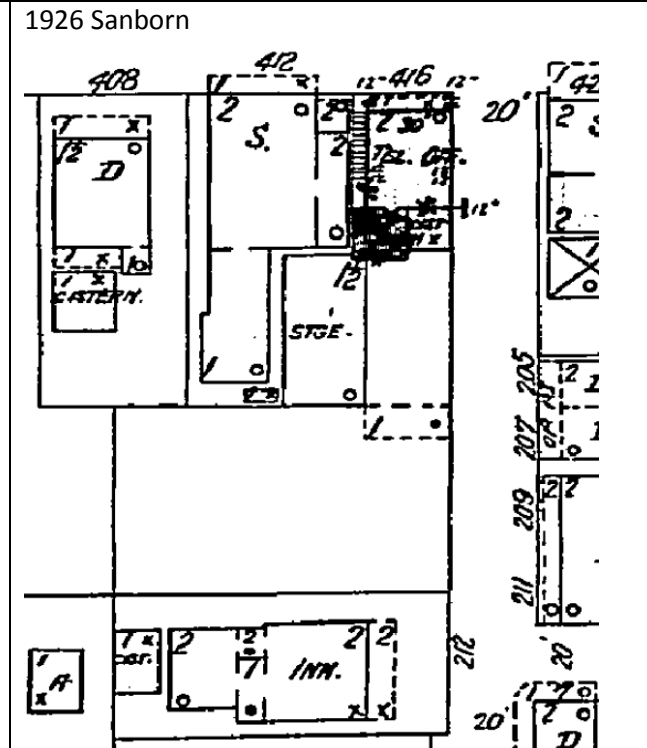
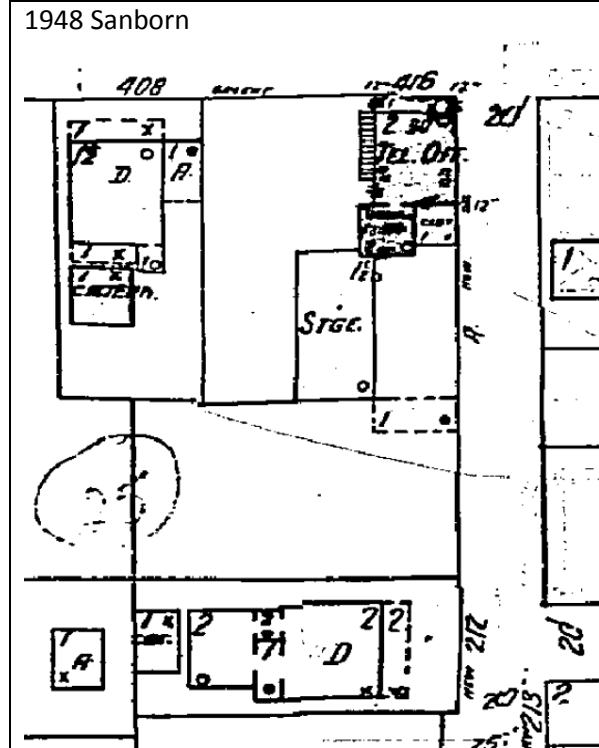
Date(s)	Activity	Attachment
1962	Building first indicated on Sanborn maps. Labelled "A" for automobile storage.	1
1970s	Old property record card lists building as "workshop."	2
2/6/1986	Property transfers from the Western Union Telegraph Company to Betty Cooper.	
10/11/1988	Prior owner Betty Cooper leases property to Bruce Long d/b/a Old Island T-Shirts for five years to use "for silk screen printing of T-Shirts."	3
11/1988	Certificate of Occupancy issued for "Addition (Commercial)" at 208. Permit # B-14741.	4
1991	Sign permit issued for Old Island T-Shirts Inc.	5
6/1992	Property transfers from Betty Cooper to Darrell Feaker.	
11/21/1996	License notes Old Island T-Shirts changed location to 914 Kennedy Dr.	6
1997-1998	Paint-A-Pot retail license starts and ends at 208. Assigned to 412 ½ Greene.	7
7/3/1997	City adopts new Zoning Ordinance and Map. Zoning now HRO, prohibiting the many commercial uses; legal existing uses become nonconforming.	
12/2/1997	Property transfers from Darrell and Lucille Feaker to Diversified Investments of Central Florida Inc.	
2/4/2004	BOA Resolution No. 04-061 passed granting a change of nonconforming use from retail jewelry sales to a wine bar (2COP), gift store, gallery and garden with outdoor seating for property located at 412-414 Greene and 208 Telegraph. Conditions state "a. No use of the rear yard property;" and "e. "Transfer of the property / business requires the owner / tenant to appear before the Board of Adjustment for approval to continue this nonconforming use." Staff report states "applicant seeks permission to use one half of the property (414 Greene St) for wine, gourmet gifts/accessory sales and the other half (412 Greene St) as an art gallery with 16 seats for the patrons of the gallery and wine bar." Staff report states "Ms. Stones states in attached letter, 'The applicant and property owner agree to restrict the grant of change in nonconforming use to the current Lessee of the property. In the event of a change in operator/lessee, the right to continue the new nonconforming use would be subject to Board of Adjustment review.'" No use of 208 Telegraph was requested or granted.	8
2004-2005	Priscilla's Garden licenses (food service, 1-15 seats; retail; entertainment) begin at 412 Greene St	9
2/25/2004	Permit # 04-559 for ATF 3-bay sink and grease trap; assigned to 412 Greene St; according to owner work was for 208 Telegraph; completed 8/9/2011	10
10/6/2004	Note on property record card states "208 Telegraph Lane – vacant, used as storage."	11
2005/2006	Priscilla's Garden licenses (food service, 1-15 seats; retail; entertainment) end at 412 Greene St	9
7/1/2006	Lease begins for Blond Giraffe at 412 Greene. Paragraph 6 "Use" says: "The Tenant shall use the premises rented herein selling key lime pies and coffee. Tenant shall also have the exclusive right to sell key lime pies and key lime products in the shopping center."	12

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Date(s)	Activity	Attachment
7/25/2006	Plumbing permit #06-4485 for triple compartment sink, mop sink, hand sink and grease trap; assigned to 412 Greene St; according to owner work was for 208 Telegraph; completed 8/9/2011.	13
8/1/2006	Lease begins for Blond Giraffe at 208. Paragraph 6 "Use" says: "The Tenant shall use the premises rented herein that would meet the current zoning," which was/is HRO.	14
8/16/2006	Note on property record card states "All buildings vacant."	15
9/13/2006	Letter from City Engineer assigning the address 208 Telegraph Lane to "the commercial unit (Blonde Giraffe).	16
9/27/2006	Permit # 06-5444 to replace electric service; completed 12/3/2013	17
2007	Blonde Giraffe Inc license (food service, 1-15 seats) begins at 412 Greene St	18
4/17/2007	Appraisal describes 208 as Building "C" and "building is currently leased and utilized by the retail unit of Building A for storage and additional space." "Both units [280 and 412] occupied by same tenant."	19
4/19/2007	Property transfers from Diversified Investments of Central Florida Inc to Greene Street Condos LLC	
11/7/2007	Email correspondence between Planner Wendy Tucker and Planning Director Gail Kenson re: licensing issues. Gail states that a city license, not a lease, is needed to prove a legal nonconforming use.	20
Early 2008	Undated application for Business License Tax submitted for a "643 SF retail bakery." License never issued.	21
5/15/2008	Blond Giraffe terminated lease at 208 Telegraph.	22
2008-2011	Kelly's Caribbean / A Key West Affair Catering used property for cooking, prepping, meet with clients for wedding cake and catering business. No City license ever approved. No leases provided.	23
2010	Blonde Giraffe Inc license (food service, 1-15 seats) ends at 412 Greene St	18
2011	Key Lime Pie Factory Inc license (retail; food service 1-15 seats) begins at 412 Greene St.	24
12/15/2011	Permit application (11-4592) for 600 SF addition; voided/withdrawn due to prohibited use, expansion of nonconforming use	25
12/27/2011	Email from Ashley to Scott & Enid describes 208 Telegraph as wanting to add a "nonconforming use to a nonconforming existing storage building" to "expand the commercial storage operations on-site."	26
12/29/2011	Declaration of Condominiums filed creating "Greene Street Condominiums".	
2012	Property appraiser splits tax parcels into separate parcels for each condo unit.	
1/3/2012	Letter from Fred Tillman claims "retail over the past 20 years with Paint a Pot and the T shirt business" at 208 Telegraph. States "we are using the building as our catering office."	27
2/6/2012	Permit app for fence; completed 12/3/2013	
2/17/2012	Letter from Doug Bradshaw clarifying all addresses at Greene Street Condos property. 208 Telegraph is listed as "commercial unit;" "this address was previously designated and may remain." "Most recently used for storage."	28
5/6/2012	Permit application for new water line; completed 12/3/2013	

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Date(s)	Activity	Attachment
5/7/2013	Letter from Fred Tillman after a meeting with Planning staff mentions "it was discovered the possibility of using 208 as a small cafe with less than 8 seats since The Blonde Giraffe had this building leased in the past and had the license in conjunction with 412 Greene." "Would like a small café and bike rental facility at this location if possible."	29
8/5/2013	Letter from Brendon Cunningham states no licensing record of 208 having ever been used commercially.	30
3/2014	Code enforcement case re: garbage in street that references unlicensed bicycle rental/storage at 208 Telegraph Ln.	31
3/26/2014	Planning Director letter stating no evidence of legal use of property during prior 24 months.	
7/17/2014	Staff report to Planning Board recommending that PB find use has ceased/abandoned.	



WESTERN UNION TELEGRAPH COMPANY
 TAX DEPT.
 LEVEL 4 SOUTH 1 LAKE ST.
 UPPER SADDLE RIVER, N. J. 07458 100
 KF
 PT LOT 3 SQR 15
 D2-560-566 G3-382-383 K-243
 N-449 G3-382-383
 OR184-84/87

Card #1

LAND COMPUTATIONS						
QUAN-TYPE-DESC.	SIZE-AREA	UNIT PRICE	D.F.	CF.	PRICE PER FRONT FOOT	VALUE
	61x84	90	.93		83.70	5100
COR	50x-	90	.10		9.00	450
	50x61	35	.81		28.35	1417
	SEE NOTES					
					8604	
					5550967	
					TOTAL	

REAL PROPERTY RECORD CARD
 1001540
 MONROE COUNTY, FLORIDA
 00001490-00000

149

VALUATION TOTALS		
1966	LAND	5550
	IMPROVEMENTS	18520
	TOTAL	24070
1974	LAND	8604
	IMPROVEMENTS	24,950
	TOTAL	33,550
1978	LAND	31470
	IMPROVEMENTS	39920
	TOTAL	71390
19__	LAND	
	IMPROVEMENTS	
	TOTAL	
19__	LAND	
	IMPROVEMENTS	
	TOTAL	
19__	LAND	
	IMPROVEMENTS	
	TOTAL	
19__	LAND	
	IMPROVEMENTS	
	TOTAL	

SEE CARD #2 FOR LAND VALUE

PC-11



3/13/74

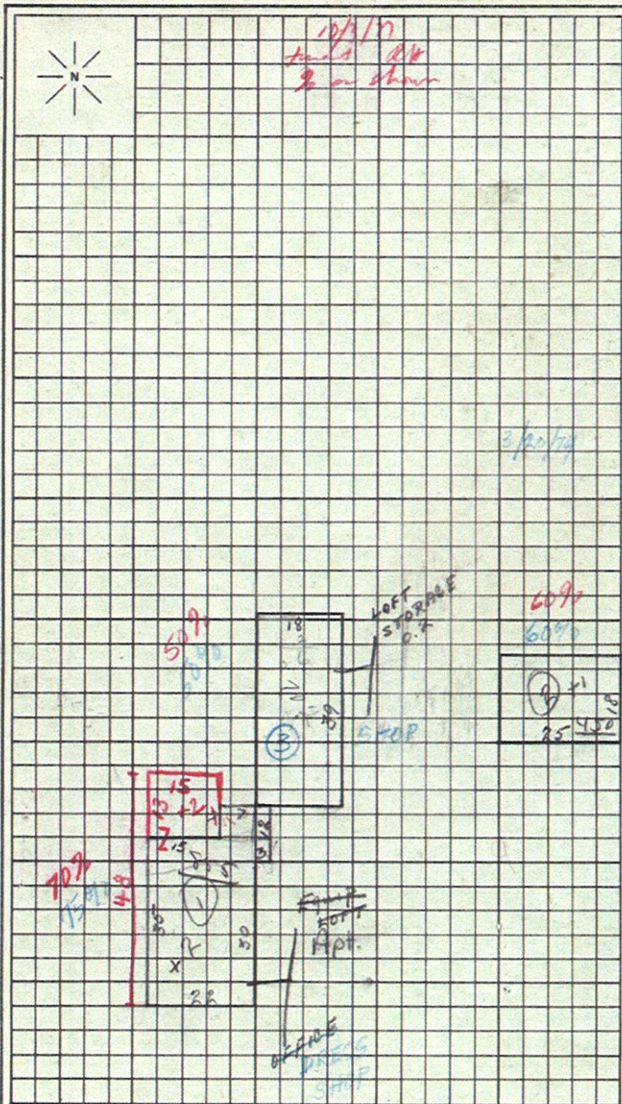
3/13/74

NOTES
 B-2997
 50'x61' Lot was not carried on Tax Roll by error, value added on 3/14/74 SL

DELETED

DELETED

DELETED



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	DRY BRICK WESTERN ADPT. SHOP	BRICK-GLAZED FOR WORK SHOP	ANTIQUE SHOP		INTERIOR FINISH	Unfinished		✓	✓	
						Wd. or Cell. Bds.				
						Wallboard				
						Plaster, No. Surface	✓	28		
YEAR BUILT					Plaster, Furring					
					Drywall					
					Wood Panel					
ROOMS					FLOORS					
Total Rooms					None					
— Rm. Apts.					Single Pine		✓			
— Rm. Apts.					Concrete	✓		✓ 6	✓ 5	
No. of Baths					Conc., Asph. Tile					
— Fixt. R. Rms.					Conc., Terrazzo					
— Fixt. R. Rms.	3				Double Pine		9			
Total Fixtures					Double Hardwood					
FOUNDATION					PLUMBING					
Continuous Wall	CONCRETE CONC.				None				✓	
Piers					Poor					
Piling					Good, Plain	✓	8			
ADJUSTMENTS					HEATING					
Frame					None				✓	
Height					Unit Heat					
Front & Interior					Centrl. Heating					
Apt. Equiv.					Centrl. Cooling					
Partitions					Centrl. Cool & Heat					
Special Use					ELECTRICITY					
EXTERIOR WALLS					None				✓	
Wallboard					Poor					
Corr. Metal					Average	✓	3			
Corr. Asbestos					Good				✓	
Wd. Fr. Stucco					ROOF TYPE					
Wd. Fr. Asbestos					Flat, Shed	✓	7			
C.B. Plain					Mr. Gable				✓ 8	
C.B. Stucco					Bar Joist				✓ 8	
Wd. Fr. Siding					Wood Truss					
Tile Stucco					Prestressed					
Brick	✓ 38				Steel Truss					
Reinf. Conc.					ROOF MATERIAL					
Panel, Glass, Mtl.					Sht. Mtl. Roll				✓	
					T. & G. B.U.	✓	3			
					Shing., Wd., Etc.					
					Shing., Asbestos			✓ 5	✓ 5	
					Tile, Cement					
					Tile, Clay					
					Bermuda					
					Slate					
					Gypsum					
CLASS & SCALE					HIC	LID	LID			
CONST. UNITS					96	50	48			
CLASS UNITS					+15	—	—			
TOTAL UNITS					111	50	48			
BASE RATE					15.53	13.20	13.20			
ADJ. RATE					17.24	6.60	6.34			
AREA					1539	450	842			
E.F. 2-2 fix					806					
E.F.										
REP. COST NEW					27,338	2970	5328			
CONDITION					75	60	50			
DEP. REP. VALUE					30.503	1782	2619			
DEPRECIATION ADJUSTMENT										
NO.	PHY.	ADJUSTMENT		%	COND.					
1										
2										
3										
4										

DELETED

Business Lease

THIS AGREEMENT, entered into this 11th day of October, 1988

between Betty Cooper, whose mailing address is 5000 North Bay Road, Miami Beach, Florida 33140, hereinafter called the lessor, party of the first part, and Bruce Long, D/B/A Old Island T-Shirts, 2908 Riviera Drive, of the County of Monroe Key West, Florida and State of Florida hereinafter called the lessee or tenant, party of the second part:

WITNESSETH, That the said lessor does this day lease unto said lessee, and said lessee does hereby hire and take as tenant under said lessor ~~Room~~ that ~~is~~ Space consisting of approximately 700 square feet located at

No. 208 Telegraph Lane

situate in Key West State of Florida, to be used and occupied by the lessee as

for silk screen printing of T-Shirts and for no other purposes or uses whatsoever, for the term of five (5) years, subject and conditioned on the provisions of

~~character of this lease~~ beginning the 1st day of November, 1988, and ending the 31st day of October, 1993,

at and for the agreed ~~total rental of~~ net base rental of \$45,000.00 plus additional ~~dollars, payable as follows:~~ rental to be calculated as indicated herein. Rent shall be paid as follows. (A) \$750.00 per month, each month for the first 24 calendar months of this lease; (B) \$750.00 per month, plus an amount equal to 7% of \$750.00 or an amount equal to the cost of living increase (USPI) during the first 24 months of this lease times \$750.00, whichever amount is greater, each month for the 25th through 48th calendar months of this lease; (C) An amount equal to the monthly rental as calculated under (B) above, plus an amount equal to 7% of said monthly rental under (B) above or an amount equal to the cost of living increase (USPI) during the 25th through 48th months of this lease times the monthly rental calculated in (B) above, whichever is greater, each month for the 49th through 60th months of this lease. In addition to the monthly rentals to be paid above, Lessee shall pay each month all sales taxes imposed by state, county, municipal and special taxing district authorities calculated and based upon the installment rental payments. Further, the lessee shall pay to lessor as and for lessee's contribution toward lessor's insurance premiums and real estate taxes in an amount equal to 10% of the monthly installments* all payments to be made to the lessor on the first day of each and every month in advance without demand at the office of _____ in the City of _____ or at such other place and to such other person, as the lessor may from time to time designate in writing.

The following express stipulations and conditions are made a part of this lease and are hereby assented to by the lessee:

FIRST: The lessee shall not assign this lease, nor sub-let the premises, or any part thereof nor use the same, or any part thereof, nor permit the same, or any part thereof, to be used for any other purpose than as above stipulated, nor make any alterations therein, and all additions thereto, without the written consent of the lessor, and all additions, fixtures or improvements which may be made by lessee, except movable office furniture, shall become the property of the lessor and remain upon the premises as a part thereof, and be surrendered with the premises at the termination of this lease.

SECOND: All personal property placed or moved in the premises above described shall be at the risk of the lessee or owner thereof, and lessor shall not be liable for any damage to said personal property, or to the lessee arising from the bursting or leaking of water pipes, or from any act of negligence of any co-tenant or occupants of the building or of any other person whomsoever.

THIRD: That the tenant _____ shall promptly execute and comply with all statutes, ordinances, rules, orders, regulations and requirements of the Federal, State and City 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 _____ own cost and expense.

FOURTH: In the event the premises shall be destroyed or so damaged or injured by fire or other casualty during the life of this agreement, whereby the same shall be rendered untenable, then the lessor shall have the right to render said premises tenable by repairs within ninety days therefrom. If said premises are not rendered tenable within said time, it shall be optional with either party hereto to cancel this lease, and in the event of such cancellation the rent shall be paid only to the date of such fire or casualty. The cancellation herein mentioned shall be evidenced in writing.

FIFTH: The prompt payment of the rent for said premises upon the dates named, and the faithful observance of the rules and regulations printed upon this lease, and which are hereby made a part of this covenant, and of such other and further rules or regulations as may be hereafter made by the lessor, are the conditions upon which the lease is made and accepted and any failure on the part of the lessee to comply with the terms of said lease, or any of said rules and regulations now in existence, or which may be hereafter prescribed by the lessor, shall at the option of the lessor, work a forfeiture of this contract, and all of the rights of the lessee hereunder.

*calculated in this section, each month, for every calendar month of this lease.

SIXTH: If the lessee shall abandon or vacate said premises before the end of the term of this lease, or shall suffer the rent to be in arrears, the lessor may, at his option, forthwith cancel this lease or he may enter said premises as the agent of the lessee, without being liable in any way therefor, and relet the premises with or without any furniture that may be therein, as the agent of the lessee, at such price and upon such terms and for such duration of time as the lessor may determine, and receive the rent therefor, applying the same to the payment of the rent due by these presents, and if the full rental herein provided shall not be realized by lessor over and above the expenses to lessor in such re-letting, the said lessee shall pay any deficiency, and if more than the full rental is realized lessor will pay over to said lessee the excess of demand.

SEVENTH: Lessee agrees to pay the cost of collection and ^{reasonable} ~~reasonable~~ attorney's fee on any part of said rental that may be collected by suit or by attorney, after the same is past due, including costs and attorneys fees in appellate proceedings, administrative and judicial.

EIGHTH: The lessee agrees that he will pay all charges for rent, gas, electricity or other illumination, and for all water used on said premises, and should said charges for rent, light or water herein provided for at any time remain due and unpaid for the space of five days after the same shall have become due, the lessor may at its option consider the said lessee tenant at sufferance and the entire rent for the rental period then next ensuing shall at once be due and payable and may forthwith be collected by distress or otherwise.

NINTH: The said lessee hereby pledges and assigns to the lessor all the 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 attorney's fees of ten percent of the amount so collected or found to be due, together with all costs and charges therefore incurred or paid by the lessor.

~~TENTH: It is hereby agreed and understood between lessor and lessee that in the event the lessor decides to remove or demolish all or any part of the premises leased hereunder, or in the event of the sale or long term lease of all or any part of the premises, the lessee hereby agrees to vacate the premises and to return the same upon receipt of sixty (60) days written notice and the return of any advance rental paid on account of the lease.~~

ELEVENTH: 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 thirty (30) 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.

TWELFTH: Lessee hereby accepts the premises in the condition they are in at the beginning of this lease and agrees to maintain said premises in the same condition, order and repair as they are at the commencement of said term, excepting only reasonable wear and tear arising from the use thereof under this agreement, and to make good to said lessor immediately upon demand, any damage to water apparatus, or electric lights or any fixture, appliances or appurtenances of said premises, or of the building, caused by any act or neglect of lessee, or of any person or persons in the employ or under the control of the lessee.

THIRTEENTH: It is expressly agreed and understood by and between the parties to this agreement, that the landlord shall not be liable for any damage or injury by water, which may be sustained by the said tenant 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.

FOURTEENTH: If the lessee shall become insolvent or if bankruptcy proceedings shall be begun by or against the lessee, before the end of said term the lessor is hereby irrevocably authorized at its option, to forthwith cancel this lease, as for a default. Lessor may elect to accept rent from such receiver, trustee, or other judicial officer during the term of their occupancy in their fiduciary capacity without affecting lessor's rights as contained in this contract, but no receiver, trustee or other judicial officer shall ever have any right, title or interest in or to the above described property by virtue of this contract.

FIFTEENTH: Lessee hereby waives and renounces for himself and family any and all homestead and exemption rights he may have now, or hereafter, under or by virtue of the constitution and laws of the State of Florida, or of any other State, or of the United States, as against the payment of said rental or any portion hereof, or any other obligation or damage that may accrue under the terms of this agreement.

SIXTEENTH: This contract shall bind the lessor and its assigns or successors, and the heirs, assigns, personal representatives, or successors as the case may be, of the lessee.

SEVENTEENTH: It is understood and agreed between the parties hereto that time is of the essence of this contract and this applies to all terms and conditions contained herein.

EIGHTEENTH: 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 the office of the lessor shall constitute sufficient notice to the Lessor, to comply with the terms of this contract.

NINETEENTH: 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.

TWENTIETH: It is further understood and agreed between the parties hereto that any charges against the lessee by the lessor for services or for work done on the premises by order of the lessee or otherwise accruing under this contract shall be considered as rent due and shall be included in any lien for rent due and unpaid.

TWENTY-FIRST: It is hereby understood and agreed that any signs or advertising to be used, including awnings, in connection with the premises leased hereunder shall be first submitted to the lessor for approval before installation of same.

22. Tenant shall make application for and pay all sewer, water, trash, garbage, and electrical charges and deposits.

23. Lessee shall at all times maintain and provide lessor proof of general liability insurance in the aggregate amount of \$1,000,000.00.

24. Lessee acknowledges that he has inspected the premises and that he accepts the premises in its "as is" condition except that lessor and lessee acknowledge that lessor will install air conditioning, including ductwork. Lessee will complete all of the work including but not limited to light fixtures, wiring and furring and drywall on all block walls.

25. Lessee expressly acknowledges that this lease is not exclusive to lessee and landlord may rent additional space or spaces to other parties selling the same type of merchandise or engaging in retail or wholesale clothing sales or outlet operations.

~~26. Lessee agrees to operate the business contemplated under this lease as sole proprietor and not as a corporate entity, a limited liability company entity, or limited partnership entity without the written express approval of lessor in advance. Any violation of this paragraph shall constitute a major breach of this lease and a default hereunder.~~

BC
BL

27. Each of the parties hereto expressly represents to the other that it has not incurred any Realtor fees or commissions in the procurement of this lease and each will hold the other harmless from any such fees incurred by the other.

IN WITNESS WHEREOF, the parties hereto have hereunto executed this instrument for the purpose herein expressed, the day and year above written.

Signed, sealed and delivered in the presence of:

<u>[Signature]</u>	<u>[Signature]</u> (Seal)
<u>[Signature]</u>	<u>[Signature]</u> (Seal)
As to Lessor	Lessor
<u>[Signature]</u>	<u>[Signature]</u> (Seal)
<u>[Signature]</u>	<u>[Signature]</u> (Seal)
As to Lessee	Lessee

STATE OF Fl.
County of Manatee

Before me, a Notary Public in and for said State and County, personally came _____ to me well known and known to be the person _____ named in the foregoing lease, and acknowledged that _____ executed the same for the purpose therein expressed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the 11 day of Oct, 1988.

[Signature]
Notary Public
My commission expires _____
Notary Public, State of Florida
My Commission Expires Jan. 13, 1991
Bonded Thru Troy Fain - Insurance Inc.

This Instrument prepared by:
Address

NO. OF UNITS -1-
 SEWER PAID X
 GARBAGE PAID X
 RESIDENTIAL _____
 COMMERCIAL X
 SEWER IMPACT FEE _____
 SOLID WASTE IMPACT FEE _____
 TRAFFIC IMPACT FEE _____
 ENERGY CODE REPORT _____
 ELEVATION CERTIFICATE _____
 H.A.R.C. COMPLIANCE _____

CITY OF KEY WEST

Office of The Building Inspector

CERTIFICATE OF OCCUPANCY

Owner BETTY COOPER Permit Number B-014741

THIS IS TO CERTIFY that the building located at 208 TELEGRAPH LN.,
 for which permit has heretofore been issued, has been completed according to plans and specifications
 filed in the office of the BUILDING INSPECTOR, and that the proposed use of the building, to wit, as
 a ADDITION (COMMERCIAL), complies with all the building and health laws and ordinances of
 the CITY OF KEY WEST and is approved for this use.

ALLOWABLE FLOOR LOAD PER SQUARE FOOT	MAXIMUM NUMBER OF PERSONS FOR EACH FLOOR
1st Floor	
2nd Floor	
3rd Floor	

DATED THIS _____ DAY OF NOVEMBER 1988

[Signature]
 CERTIFICATE NUMBER 847
N/A
 MECHANICAL INSPECTOR
N/A
 FIRE MARSHALL
[Signature]
 HARC INSPECTOR

[Signature]
 BUILDING INSPECTOR
[Signature]
 PLUMBING INSPECTOR
Charles M. Waller
 ELECTRICAL INSPECTOR



**THE CITY OF KEY WEST
BUILDING DEPARTMENT**

P.O. BOX 1409
KEY WEST, FL 33041-1409
(305) 292-8151

M I S C E L L A N E O U S P E R M I T
EFFECTIVE NOVEMBER 22, 1991 - NOVEMBER 21, 1993
ZONING CODE HP-2

PERMIT NUMBER A-91-002996
VALUE \$250 \$21.00
TOTAL (CASH) \$21.00

APPLICATION BY.... SOUTHERNMOST SIGN SERVICE
ON PROPERTY OF.... BETTY COOPER
FOR A PERMIT TO... REPAINT & HANG ORNAMENTAL IRON
& WOOD SIGN 38" X 32" &
29" X 22 1/2", DDL FACED SIGN
TO HANG ON STEEL POLE

208 TELEGRAPH LANE
HARC # 10-10437-91

THE PLANS, SPECIFICATIONS AND ESTIMATES ARE ON FILE IN THE OFFICE OF THE BUILDING DEPARTMENT; AND HAVE BEEN CONSIDERED BY THE BUILDING OFFICIAL. THE PROPOSED CONSTRUCTION IS PERMITTED TO BE ERECTED ON CONDITION OF COMPLIANCE WITH ALL ORDINANCES AND CODES OF KEY WEST, FLORIDA. THIS PERMIT DOES NOT GUARANTEE THE SUITABILITY OF THE SITE FOR RESIDENTIAL OR COMMERCIAL CONSTRUCTION. THIS PERMIT BECOMES VOID UNLESS CONSTRUCTION HAS BEEN SUBSTANTIALLY COMMENCED WITHIN 90 DAYS OF ISSUE DATE.

Carl A. Archer

R. Archer

11/22/91

LICENSE# 10598-01

AC BUILDING OFFICIAL

DATE

CLOSEOUT
NO INSPECTIONS CALLED FOR
NONE GIVEN
DATE: 9/9/93

0002A001 11/25/91MPER4 21.00

11/22/91
DATE ISSUED

A. Cook
BY

OCT 16 1991

11/22/91 A-91-00 2996

HISTORIC ARCHITECTURAL REVIEW COMMISSION (HARC) PERMIT APPLICATION

- NOTES:
1. Application review period is 14 days, except projects requiring DCA approval or special exception/variance from zoning requirements.
 2. Consult Tree Commission on tree removal.
 3. See Design Guidelines for additional information.

CERTIFICATE OF APPROPRIATENESS # 10-10437-91

NAME OF PROPERTY OWNER: BETTY COOPER

PERMANENT HOME ADDRESS: 5000 N. BAY RD. MIAMI BCH. FL 33140

PROPERTY OWNER'S PHONE: 305-866-3171

APPLICANT: OLD ISLAND T-SHIRTS INC.
(Owner or legally designated agent)

APPLICANT'S PHONE: 305-296-3329

ADDRESS OF CONSTRUCTION: 208 TELEGRAPH LN

CONTRACTOR'S PHONE: 305-296-3329

*MINIMUM SUBMITTAL REQUIREMENTS FOR REVIEW OF HARC APPLICATION:
Describe fully the work to be done: materials, paint colors, etc: photographs, color chips, and sketches as required to describe the work.

*TWO SETS OF PLANS, DRAWN TO SCALE, ARE REQUIRED FOR ALTERATIONS, ADDITIONS, AND NEW BUILDINGS, TO INCLUDE: (1) Plot Plan showing property lines, existing and proposed structures, and setbacks (dimensions), (2) Floor Plan showing proposed improvements and modifications, and (3) Exterior elevations showing materials, window/door types and relationship to existing building(s).

*PLEASE PROVIDE ADEQUATE PHOTOGRAPHS OR YOUR APPLICATION MAY NOT BE CONSIDERED. Photos should show relationship to adjoining structures.

SIZE [ORNAMENTAL FRAME - 38" x 32"
WOOD SIGN 29" x 22 1/2"

SUMMARY OF SCOPE OF WORK: REPAINT & HANG ORNAMENTAL IRON & WOOD SIGN AT 208 TELEGRAPH LN.

DOUBLE FACED SIGN TO HANG FROM FRONT OF BUILDING ON STEEL POLE.

FOR H.A.R.C. USE ONLY

PERMIT APPROVED PERMIT DENIED _____ ACTION DEFERRED _____

REASON FOR DEFERRAL: _____

NEW HEARING DATE: _____

HARC STAFF COMMENTS: ORNL WOOD PORTION IS WITHIN GUIDELINES, CHANGEABLE PANEL (38"x5") AT BOTTOM WILL EXCEED 55% MAX. AGGREGATE AREA. (BY)

LIMITS OF WORK APPROVED, CONDITIONS OF APPROVAL, AND/OR SUGGESTED CHANGES, ETC: BOTTOM "SALES" SIGN NOT APPROVED

AS PART OF APPLICATION (ORANGE/WHITE PANEL)
HISTORICAL ARCHITECTURAL REVIEW COMMISSION

OCT 22 1991

HISTORIC ARCHITECTURAL REVIEW COMMISSION

BY: _____



THE CITY OF KEY WEST
BUILDING DEPARTMENT

P.O. BOX 1409
KEY WEST, FL 33041-1409
(305) 292-8151

MISCELLANEOUS PERMIT

EFFECTIVE ~~NOVEMBER 22, 1991~~ - NOVEMBER 21, 1993

ZONING CODE HP-2

APPLICATION BY.... SOUTHERNMOST SIGN SERVICE
ON PROPERTY OF.... BETTY COOPER
FOR A PERMIT TO... REPAINT & HANG ORNAMENTAL IRON
& WOOD SIGN 38" X 32" &
29" X 22 1/2", DDL FACED SIGN
TO HANG ON STEEL POLE

PERMIT NUMBER A-91-002996
VALUE \$250 \$21.00
TOTAL (CASH) \$21.00

208 TELEGRAPH LANE

HARC # 10-10437-91

THE PLANS, SPECIFICATIONS AND ESTIMATES ARE ON FILE IN THE OFFICE OF THE BUILDING DEPARTMENT, AND HAVE BEEN CONSIDERED BY THE BUILDING OFFICIAL. THE PROPOSED CONSTRUCTION IS PERMITTED TO BE ERECTED ON CONDITION OF COMPLIANCE WITH ALL ORDINANCES AND CODES OF KEY WEST, FLORIDA. THIS PERMIT DOES NOT GUARANTEE THE SUITABILITY OF THE SITE FOR RESIDENTIAL OR COMMERCIAL CONSTRUCTION. THIS PERMIT BECOMES VOID UNLESS CONSTRUCTION HAS BEEN SUBSTANTIALLY COMMENCED WITHIN 90 DAYS OF ISSUE DATE.

LICENSE# 10598-01

AC BUILDING OFFICIAL

11/22/91

DATE

0002A001 11/25/91MPER7 21.00

11/22/91
DATE ISSUED

A. Cook
BY

OCT 16 '91

*Called
11/13/91
left message*

CD # 010598-01
11/22/91 A-91-002996
APPLICATION FOR BUILDING PERMIT
BUILDING AND ZONING DEPARTMENT
CITY OF KEY WEST, FLORIDA

#10-10437-91

LOCATION OF CONSTRUCTION: 208 TELEGRAPH LN DATE: 10-16-91

1. OWNER: BETTY COOPER TELEPHONE #: 305-866-3171

2. ADDRESS: 5000 N. BAY RD. MIAMI BCH. FL 33140

3. CONTRACTOR: Southernmost Seam TELEPHONE #: 305-866-3171

4. ADDRESS: 5000 N. BAY RD. MIAMI BCH FL. 294-1877

5. ARCH./ENG.: _____ TELEPHONE #: _____

6. ADDRESS: _____

7. ZONE HP-2 RES. _____ COMM. X # OF UNITS _____ BEDROOMS _____ BATHROOMS _____

8. OFF STREET PARKING REQUIRED? YES _____ NO _____ # OF SPACES _____

9. DIMENSIONS OF EXISTING BUILDING(S): _____

10. DIMENSIONS OF NEW BUILDING(S) OR ADDITIONS: _____

11. REAR OF LOT ABUTS AN ALLEY: YES _____ NO _____ SETBACKS: FRONT _____ REAR _____ SIDE _____

12. TYPE OF CONSTRUCTION: (FRAME, CBS, METAL) _____

13. FLOOD ZONE _____ REQUIRED BASE FLOOD ELEVATION _____ EXISTING ELEV. _____

14. TYPE OF WORK: NEW _____ REMODEL _____ REPAIR _____ ALTERATION _____ ADDITION _____

15. DESCRIPTION OF WORK: REPAINT & HANG ORNAMENTAL IRON & WOOD
SIGN AT 208 TELEGRAPH LN: ORNAMENTAL FRAME - 38" X 32"
WOOD SIGN - 29" X 22 1/2"

DBL. FACED SIGN TO HANG FROM FRONT OF BUILDING ON STEEL POLE.
Changeable hanging sign at bottom not approved per HARE.

18. ESTIMATE COST OF COMPLETED WORK: \$ 250.00 PERMIT FEE: \$ 21.00

19. SEWER ACCOUNT # 1008-1165-012 SOLID WASTE ACCOUNT # 1170-011

SEC. 35.13(6) CITY OF KEY WEST CODE OF ORDINANCES: IF THE WORK DESCRIBED IN ANY BUILDING PERMIT HAS NOT BEGUN WITHIN NINETY (90) DAYS FROM THE DAY OF ISSUANCE OR IF THE WORK DESCRIBED IN ANY BUILDING PERMIT HAS NOT BEEN SUBSTANTIALLY COMPLETED WITHIN TWO (2) YEARS OF THE DATE OF ISSUANCE, SAID PERMIT SHALL EXPIRE AND BE CANCELLED BY THE CHIEF BUILDING OFFICIAL AND WRITTEN NOTICE THEREOF SHALL BE GIVEN TO THE PERSONS AFFECTED, TOGETHER WITH NOTICE THAT FURTHER WORK DESCRIBED IN THE CANCELLED PERMIT SHALL NOT PROCEED UNLESS AND UNTIL A NEW BUILDING PERMIT HAS BEEN OBTAINED.

"FAILURE TO COMPLY WITH THE MECHANICS' LIEN LAW CAN RESULT IN THE PROPERTY OWNER PAYING TWICE FOR BUILDING IMPROVEMENTS."

Cost # 010598-01

Amelia Ruiz
OWNER OR CONTRACTOR

STATE CERTIFICATION OR REGISTRATION

ZONING DIRECTOR _____ DATE _____

John Castro 11-7-91
BUILDING OFFICIAL _____ DATE _____

Aug 15, 2014 12:25:33 PM EDT
File Edit Commands Help
SUNGARD PUBLIC SECTOR
Naviline

Special Notes Display

Property address: 914 KENNEDY DR A
Business name: OLD ISLAND T-SHIRTS INC

Source	Code		Note	Date	Year	Number
BUSS	AC#	S	50012311010	8/26/95		
BUSS	RMRK	S	CL #10063	2/23/96		
BUSS	RMRK	S	CHANGED LOCATION FROM 208 TELEGRAPH LN	11/21/96		
BUSS	RMRK	S	TO 914 KENNEDY DR	11/21/96		
BUSS	RMRK	S	SENT FINAL NOTICE	2/23/10		

OK
Exit
Cancel

Type information, press Enter.

Last activity:

Business control 6598

Updated: 10/30/07 by KEYWGRC

Business name & address

Mailing address

PAINT-A-POT
412 GREENE ST 1/2
KEY WEST FL 33040

208 TELEGRAPH LN
KEY WEST FL 33040

License number : 98 00007225

Appl, issue, expir 70898 70898 93098

License status (F4) . . . IN INACTIVE

Classification (F4) . . . 11B RETAIL/MAILORDER/WHSALE 501-2,000 SF

Exemption (F4)

License comments CERAMICS

License restrictions . . . ACTUALLY LOCATED AT 208 TELEGRAPH LANE

Gross receipts

Reprint this license . N Y=Yes, N=No

Additional charges . . N Y=Yes, N=No

Extra requirements . . N * Y=Yes, N=No

Miscellaneous . . . N Y=Yes, N=No

Sub codes N Y=Yes, N=No

More...

F3=Exit F5=Code description

F9=Applicant/Qualifier

F10=Business maintenance

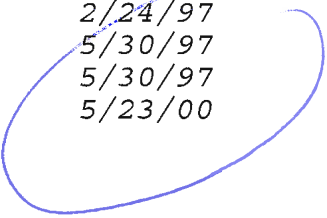
F12=Cancel

F24=More keys

* CITY OCCUPATIONAL LICENSE
. 2007 - 1997
. PAINT-A-POT

Property address : 412 GREENE ST 1/2
Business name : PAINT-A-POT

Source	Code	Note	Date	License
BUSS	AC#	S NEW LICENSE	2/24/97	
BUSS	RMRK	S CHANGED NAME FROM LITTLE BOAT SHOP TO	5/30/97	
BUSS	RMRK	S PAINT A POT	5/30/97	
BUSS	RMRK	S OB, GONE	5/23/00	



Press Enter to continue.
F3=Exit F12=Cancel

Bottom

RESOLUTION NO. 04-061

A RESOLUTION OF THE KEY WEST BOARD OF ADJUSTMENT GRANTING A CHANGE OF NON-CONFORMING USE TO PERMIT AN EXISTING BUILDING AT TO BE USED AS A WINE BAR (2COP), GIFT STORE, GALLERY AND GARDEN WITH OUTDOOR SEATING FOR PROPERTY IN THE HRO, HISTORIC RESIDENTIAL/OFFICE ZONING DISTRICT, UNDER THE LAND DEVELOPMENT REGULATIONS OF THE CITY OF KEY WEST, FLORIDA. PURSUANT TO SECTION 122-32(d) OF THE CODE OF ORDINANCES, ALLOWING A CHANGE OF THE EXISTING USE FROM RETAIL STORE; PROVIDING CONDITIONS; FOR PROPERTY LOCATED AT 412-414 GREENE STREET/208 TELEGRAPH LANE (RE#00001490-000000)

WHEREAS, Section 122-32(e) of the Code of Ordinances provides that a nonconforming use of a building or structure may be changed to another nonconforming use under certain findings of the Board of Adjustment; and

WHEREAS, the reasons set forth in the application justify the granting of the change of nonconforming use; and

WHEREAS, the new use is equally or more appropriate to the zoning district; and

WHEREAS, the change of use would not intensify the use of the premises by increasing the need for parking facilities; increasing vehicular traffic to the neighborhood; increasing noise, dust, fumes or other environmental hazards; or by having an adverse impact on drainage; and

WHEREAS, the granting of the change of nonconforming use will

be in harmony with the general purpose and intent of the Land Development Regulations, will not be injurious to the neighborhood, or otherwise detrimental to the public welfare;

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

Section 1. That a change of nonconforming use for property in the **HRO, Historic Residential/Office Zoning District**, under the Code of Ordinances of the City of Key West, Florida, is hereby granted as follows: **ALLOWING A CHANGE OF THE EXISTING RETAIL USE TO A WINE BAR (2COP), GIFT STORE, GALLERY AND GARDEN WITH OUTDOOR SEATING. FOR PROPERTY LOCATED AT 412-414 GREEN STREET/208 TELEGRAPH LANE (RE#00001490-000000).**

Section 2. It is an essential condition of this change of nonconforming use that full, complete, and final application for all permits required for any new construction for any use and occupancy for which this resolution is wholly or partly necessary, whether or not such construction is suggested or proposed in the documents presented in support of this resolution, shall be submitted in its entirety within 12 months after the date hereof. It is an essential condition of this resolution that no application or reapplication for new construction for which the change of nonconforming use is wholly or partly necessary shall be made after expiration of said 12-month period.

Section 3. Failure to submit full and complete application

for permits for new construction for which this change of non-conforming use is wholly or partly necessary, or failure to complete new construction for use and occupancy pursuant to this resolution in accordance with the terms of a City building permit issued upon timely application as described in Section 2 hereof, shall immediately operate to terminate this resolution, which shall be of no force or effect.

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

Section 5. This variance is conditioned on the following:

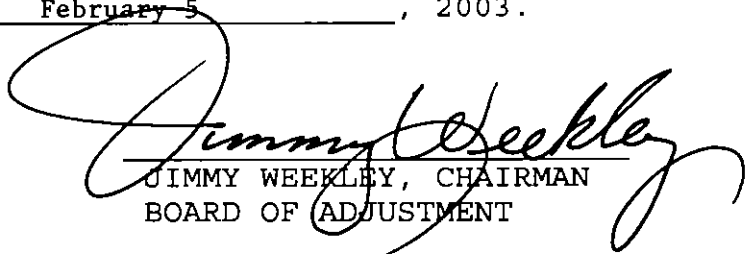
- a. No use of the rear yard property.
- b. Hours of operation are 10 a.m. to 12 midnight.
- c. No amplified music directed outside the building. All sound generated must be contained in the building.
- d. Applicant will participate in the Telegraph Lane solid waste compactor system.
- e. Transfer of the property/business requires the owner/tenant to appear before the Board of Adjustment for approval to continue this nonconforming use.
- f. That the Fire Department has no objections to the project.

Section 6. This Resolution shall go into effect immediately upon its passage and adoption and authentication by the signatures of the presiding officer and the Clerk of the Commission.

Read and passed on first reading at a regular meeting held this 4th day of February, 2003.

Authenticated by the presiding officer and Clerk of the Board on 5th day of February, 2003.

Filed with the Clerk on February 5, 2003.


JIMMY WEEKLEY, CHAIRMAN
BOARD OF ADJUSTMENT

ATTEST:


CHERYL SMITH, CITY CLERK

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**CITY OF KEY WEST
PLANNING DEPARTMENT
MEMORANDUM**

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To: Ms. Cheryl Smith, City Clerk
From: Ginny Haller, Senior Planner
Date: January 16, 2004
Re: **Application for Change of Nonconforming Use, 412-414 Greene Street/ 208 Telegraph Lane. BOA Meeting of 02/04/04.**

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REQUEST

Address: 412-414 Greene Street/208 Telegraph Lane RE #: 00001490.000000

Zoning: HRO (Historic Residential/Office)

Purpose: To allow a change in nonconforming land use from retail sale of jewelry to operation of a wine bar, gift store and gallery located in an existing building.

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TECHNICAL DESCRIPTION:

To change one nonconforming use to another pursuant to the following section in the Land Development Regulations:

ADDITIONAL REGULATIONS SECTION 122-32(e): A nonconforming use of a building or structure may be changed to another nonconforming use if the board of adjustment finds that: 1) the new use is equally or more appropriate to the zoning district; and 2) the change of use would not intensify the use of the premises by increasing the need for parking facilities; increasing vehicular traffic to the neighborhood; increasing noise, dust, fumes or other environmental hazards; or by having an adverse impact on stormwater drainage.

PROPOSAL:

The applicant has revised the application by letter, see attached. The applicant proposes a change to an existing nonconforming use as a gift store, wine bar and gallery at 412-414 Greene Street/208 Telegraph Lane within HRO (Historic Residential/Office) zoning district.

1 412-414 Greene St. is a single store, and is located next door to Emerald Lady, a
2 jewelry retail store, at 416 Greene Street on the corner of Telegraph Lane. The
3 applicant seeks permission to use one half of the property (414 Greene St.) for wine,
4 gourmet gifts/accessory sales and the other half (412 Greene St.) as an art gallery with
5 16 seats for the patrons of the gallery and wine bar.

6
7 **ANALYSIS:**

8
9 According to the LDRs, nonconforming use means the use of a building, structure, or
10 tract of land which does not conform to any current permitted uses in the zoning district
11 in which it is located. The use must not have been changed or abandoned.

12
13 Section 122-32(e) states a nonconforming use of a building or structure may be changed
14 to another nonconforming use if the Board of Adjustment finds that:

15 1. New use is equally or more appropriate to zoning district. Sec. 122-926 states the
16 HRO district shall accommodate business and professional offices as well as single-
17 family, duplex, and multiple-family residential structures within historic Old Town.
18 Customary accessory uses and community facilities may also be located within the HRO
19 district. In addition, the HRO district shall specifically exclude commercial retail,
20 warehousing, and outside storage.

21
22 The current use as a retail store is a non-conforming use in HRO. The building has in
23 the past housed non-conforming uses such as retail sales and an Italian ice business,
24 both with no patron seating.

25
26 The proposal is for a retail use to include a gallery and wine bar located in the existing
27 building at 412-414 Greene Street. The applicant states the change in nonconforming
28 **use is consistent with the "predominant actual land use in the neighborhood."** The block
29 surrounding the proposed wine bar and gallery (between Whitehead and Duval, and
30 Greene and Caroline) has a total of fourteen (14) parcels, of that number, seven (7) are
31 nonconforming uses, six (6) conforming uses and one (1) is a conditional use. The
32 property will continue to be a nonconforming use in the HRO zone because it is unlikely
33 the property will become a permitted single-family house or office.

34
35 The applicant plans to apply for a 2COP alcoholic beverage license if this variance
36 **application is approved. The 2COP beer and wine license allows "for consumption on**
37 **premises and package sales, unless package sales are prohibited by local zoning**
38 **authorities" as per Florida State Statute 564.04.**

39
40 Ms. Adele Stones, authorized representative for the applicant, states in an attached
41 **letter: "The applicant and property owner agree to restrict the grant of change in**
42 **nonconforming use to the current Lessee of the property. In the event of a change in**
43 **operator/lessee, the right to continue the new nonconforming use would be subject to**
44 **Board of Adjustment review."**

1 2. No increased need for off-street parking facilities. This project is in the parking
2 waiver zone.

3
4 3. No increase in vehicular traffic to neighborhood. This is a pedestrian oriented area
5 that stretches along Greene Street to Duval Street and over to the Key West Bight. The
6 applicant expects to attract people from surrounding hotels, guesthouses and cruise
7 ships.

8
9 4. No adverse impact on stormwater drainage. This project will not increase stormwater
10 drainage.

11
12 5. No increase of noise, dust, fumes or other environmental hazards.

- 13 • The applicant has agreed the hours of operation for the wine bar/gallery will be
14 10 a.m. to 12:00 midnight, thereby limiting the possibility of the property
15 becoming a late-night bar.
- 16 • The applicant says amplified music is to be contained inside the building.
- 17 • Currently trash pick-up is curbside on a daily basis. Applicant will participate in
18 the Telegraph Lane solid waste compactor system. Greg Sullivan of Waste
19 Management advised staff that he welcomes 412-414 Greene Street to the
20 program.

21
22 **RECOMMENDATION:**

23
24 The Planning Department has not heard from the public and the comments/questions
25 by the Fire Department memo remain the same about occupancy load, emergency
26 ingress/egress and the location of mechanical equipment. Planning Department staff
27 has visited the site, seen the high quality, tasteful interior design oriented toward art
28 patrons and wine connoisseurs; and has reviewed the documents. The surrounding
29 area is very commercial and the specific details proposed by the applicant are in
30 keeping with the area. The Planning Department recommends **APPROVAL** for a
31 Change of Nonconforming Use with the following conditions as already agreed to by the
32 applicant:

- 33 1. No use of the rear yard property.
- 34 2. Hours of operation are 10 a.m. to 12 a.m. (midnight).
- 35 3. No amplified music directed outside the building. All sound generated must be
36 contained in the building.
- 37 4. Applicant will participate in the Telegraph Lane solid waste compactor system.
- 38 5. Transfer of the property/business requires the owner/tenant to appear before
39 the Board of Adjustment for approval to continue this nonconforming use.
- 40 6. That the Fire Department has no objections to the project.

41
42 ###
43
44

Aug 15, 2014 12:28:19 PM EDT
 File Edit List Commands Help
 SUNGARD PUBLIC SECTOR
 NavilLine

License Master File Inquiry

Business name:

Control Number	Business Name	Address
13525	PRISCILLA'S GARDEN INC	412 GREENE ST
13526	PRISCILLA'S GARDEN INC	412 GREENE ST
14943	PRISCILLA'S GARDEN INC	412 GREENE ST
20072	PRISCILLA'S SHOP	1243 B DAVID PORTER RD
3469	PRITCHARD FUNERAL HOME	828 WHITE ST #1
11747	PRITTS, INC.	2000 NW 22ND ST
5830	PRITZ, DALE	620 THOMAS ST 287
12611	PRITZ, DALE	620 THOMAS ST 287

--- or ---

Direct access fields

Action: --- and --- Control number:

User default
 View 2
 Subset

Aug 15, 2014 12:29:09 PM EDT

File Edit List Commands Help

Business name: PRISCILLA'S GARDEN INC

Year	Number	Status	Status	Class/subclasse
06	00016727	IN		RETAIL/MAILORDER/WHSALE 501-2,
05	00016727	RN		RETAIL/MAILORDER/WHSALE 501-2,
04	00016727	RN		RETAIL/MAILORDER/WHSALE 501-2,

OK

Exit

Cancel

View 1

Aug 15, 2014 12:29:30 PM EDT
File Edit Commands Help
SUNGARD PUBLIC SECTOR
NavLine

Special Notes Display

Property address: 412 GREENE ST
Business name: PRISCILLA'S GARDEN INC

Source	Code		Note	Date	Year	Number
BUSS	AC#	S	NEW LICENSE	12/05/03		
BUSS	RMRK	S	OB, CLOSED	12/20/06		

✓ OK
✗ Exit
< Cancel

Aug 15, 2014 12:29:59 PM EDT

File Edit List Commands Help

Printscreen

Business name: PRISCILLA'S GARDEN INC

Year	Number	Status	Status	Class/subclasse
05	00016728	IN		FOOD SERVICE ACTIVITIES 1-15 S
04	00016728	RN		FOOD SERVICE ACTIVITIES 1-15 S

OK Exit Cancel View 1

Aug 15, 2014 12:30:27 PM EDT
File Edit Commands Help
SUNGARD PUBLIC SECTOR
Naviline

Special Notes Display

Property address: 412 GREENE ST
Business name: PRISCILLA'S GARDEN INC

Source	Code		Note	Date	Year	Number
BUSS	AC#	S	NEW LICENSE	12/05/03		
BUSS	RMRK	S	CHANGE FROM TAKE OUT PREPACKAGE TO 8 SEA	3/10/04		
BUSS	RMRK	S	T REST.	3/10/04		
BUSS	RMRK	S	OE PER OWNER	9/29/05		

✓ OK
✗ Exit
← Cancel

Aug 15, 2014 12:30:50 PM EDT

File Edit List Commands Help

Print screen

Business name: PRISCILLA'S GARDEN INC

Year	Number	Status	Status	Class/subclasse
05	00011195	IN		ENTERTAINMENT LICENSE

OK Exit Cancel View 1

Aug 15, 2014 12:31:09 PM EDT
File Edit Commands Help
SUNGARD PUBLIC SECTOR
NaviLine

Special Notes Display

Property address: 412 GREENE ST
Business name: PRISCILLA'S GARDEN INC

Source	Code	Note	Date	Year	Number
BUSS	AC#	S NEW LICENSE	12/17/04		
BUSS	RMRK	S OB PER OWNER	9/29/05		

✓ OK
✗ Exit
← Cancel

Aug 15, 2014 12:52:13 PM EDT
 File Edit Commands Help
 SUNGARD PUBLIC SECTOR
 NavLine

Application 04-000005

Property Information
 Address: 412 GREENE ST
 KEY WEST, FL 33040
 Location ID: 9815
 Owner name: GREENE STREET CONDOS L
 RE #/PARCEL #/TAX ID etc: 0000-1490-000000-
 Previous utility acct #: 1001546.00
 Zoning: HRCC1 HIGH DENSITY RES

Application Information
 Application status: COMPLETED
 Status Date: 8/09/2011
 Application type: PLUMBING ONLY
 Application date: 2/25/2004
 Valuation: 800
 Square footage: 0
 Public building: NO
 Reviewed by: CW CAROLYN WALKER

Contractor Information
 Contractor Name: MOES, GARY
 Contractor Number: 04-00013758
 Type: CONTRACTOR - CERT PL
 Status: ACTIVE
 Contractor Requirements Doc Number
 WORKERS COMP INSURANCE NONE

Outstanding Inspections

Type	Insp ID	Schedule Date	Confirmation Number
No outstanding inspections exist			

Work Description

Code	Freeform information	Date	Print flag	Permit display	Inspect
DESC	***AFTER THE FACT***	2/25/2004	Y	Y	Y
DESC	INSTALL A THREE-BAY SINK AND GREASE	2/25/2004	Y	Y	Y
DESC	TRAP. (GARY MOE'S) \$800 DMC	2/25/2004	Y	Y	Y

CO Information

Print
 Cancel
 Exit
 Refresh
 Land Inquiry
 Documents
 Images

Screen detail successfully printed

Monroe County Property Record Card (133)

Alternate Key: 1001546
 Effective Date: 3/27/2014 9:15:58 AM

Attachment 11
 Roll Year 2014
 Run: 03/27/2014 09:16 AM

Interior Finish						Exterior Finish					
Sec Nbr	Int Nbr	Description	Area %	Sprinkler	A/C	Total RCN	Ext Nbr	Wall Type	Area %	Wall Rate	RCN
1	591	1 STY STORE-D	100.00	N	Y		192	AB AVE WOOD SIDING	100.00		

Miscellaneous Improvements												
Nbr	Impr Type	# Units	Type	SOH %	Length	Width	Year Built	Roll Year	Grade	Life	RCN	Depr Value
1	FN2:FENCES	320	SF	0.00	80	4	2006	2007	2	30		
Total Depreciated Value												

Appraiser Notes

DELETED PARCEL NOW SPLIT INTO INDIVIDUAL UNITS WITHIN GREENE STREET CONDOMINIUMS SEE HDR NO. 00001491-000000 AK 9100232 DONE FOR THE 2012 TAX ROLL.
 412-414 GREENE STREET = PRISCILLA'S GARDEN
 416 GREENE ST = EMERALD LADY
 BLDG #3 = 208 TELEGRAPH LANE - VACANT, USED AS STORAGE 2004 OCT 06 - BKC
 2006-08-16 ALL BLDGS VACANT
 2007-01-03 BLDDG #1 HALF OCCUPIED BY BLONDE GIRAFFE/KEY LIM PIE FACTORY. DKRAUSE

DELETED

Copy

LEASE

~~TERMINATED LEASE~~

THIS LEASE entered into this 1st day of July, 2006, by and between DIVERSIFIED INVESTMENTS OF CENTRAL FLORIDA, INC., a Florida Corporation, as the "Landlord," and Blond Giraffe, Inc., A Florida Corporation as the "Tenant".

1. Premises: Containing approximately 861± square feet hereinafter referred to as the "Demised Premises", with an address of 412 Greene Street, Key West, County of Monroe, State of Florida, 33040 U.S.A. The Building contains 3,112 square feet of Gross Leasable Area.

In consideration of the following covenants, Landlord leases to Tenant and Tenant takes and hires from Landlord the Premises. Tenant further acknowledges that it accepts said Premises in its "as is" condition. Tenant shall install the flooring and Landlord shall give one month's rent towards the installing of the flooring. Tenant shall be subject to sales and use tax and shall pay Landlord the sum of 7½% sales and use tax for the first month's rent. Landlord has granted Tenant permission to paint the store front Lime Yellow. Landlord has also granted one parking space for Tenant in the enclosed area behind the store.

2. Term: The term of this Lease shall be for six (6) years beginning on the first day of July 2006 and ending the last day of June 2012.

3. Base Rent: The rent under the Lease shall be payable, without any counterclaim, set-off, deduction or defense, as follows:

- i. Monthly rent in the amount of \$3,500.00 plus applicable sales and use tax due on the first day of July, 2006 and the first day of each succeeding month to and including the month of June, 2008.
- ii. Monthly rent in the amount of \$3,600.00 plus applicable sales and use tax due on the first day of July, 2008 and the first day of each succeeding month to and including the month of June, 2010.
- iii. Monthly rent in the amount of \$4,000.00 plus applicable sales and use tax due on the first day of July, 2010 and the first day of each succeeding month to and including the month of June, 2012.

Should Tenant be in default under this Lease then all deferred rent shall be immediately due and payable as rent. Payments not received by the Landlord on the fifth (5th) day of any month shall be accompanied by a late charge as described in paragraph seven (7) herein. The Landlord reserves the right to refuse to accept late payments of rent. All late charges shall be deemed due as "additional rent". Sales and Use tax at the time of execution of this lease is at seven and one half (7 ½ %) percent and if the State should assess an increase or should Monroe County assess surtax in its jurisdiction, Tenant shall be responsible to pay such assessments. Tenant shall deposit with Landlord the following:

\$3,500.00 - 2nd Month's deposit

Initial NC
LANDLORD

1
2006 - 2012 LEASE FROM
BLONDE GIRAFFE PIE COMPANY
412 GREEN ST
* THEY ALSO LEASED 208 TELEGRAPH

\$4,000.00 – last month's deposit
\$4,500.00 – Security deposit
Sales and use tax for 1st, 2nd and last month in the amount of \$825.00.
Total: \$12,825.00

(B) Monthly CAM (Common Area Maintenance and Real Estate Taxes) shall be paid on a monthly basis. Tenant will be provided accounting once a year approximately within three months after the year-end.

4. Options: Provided that Tenant is not in default beyond any terms provided by this Lease for the curing of such default, Tenant shall have the right and option to extend the term of this Lease for one (1) additional consecutive period(s) of four (4) years beyond the expiration of the primary term upon the terms and conditions as set forth herein. The monthly rent will be in the amount of \$4,500.00, for two years and \$5,000.00 for the following two years plus applicable sales tax. Tenant may exercise its option by written notice to Landlord at least ninety (90) days before the expiration of the primary term.

5. Security Deposit: Tenant shall pay \$4,500.00 as security deposit.

6. Use: The Tenant shall use the premises rented herein selling key lime pies and coffee. Tenant shall also have the exclusive right to sell key lime pies and key lime products in the shopping center.

7. Interest on Past Due Obligations and Late Charges: Any amount due from Tenant to Landlord under this Lease which is not paid when due shall bear interest at the rate of fourteen per cent (14%) per annum from the date due until paid, together with a late charge of Fifty Dollars (\$50.00) to cover Landlord's extra expenses involved in collecting such delinquency, provided that such interest and late charges shall be automatically reduced by such amount as necessary to cause such charges to be in compliance with usury laws. The landlord reserves the right to refuse late payments of rent and the payment of late charges after the statutory three (3) day notice is given by Landlord to Tenant.

8. Signs: Tenant at Tenant's sole cost, shall have the right to place, construct and maintain exterior and interior signs on the Premises advertising its business. Landlord authorizes Tenant to place Tenant's sign on the bracket between 412 and 414 Greene Street. Tenant has obtained Landlord's prior written approval of any sign that is to be physically attached to the exterior of the building on the Premises. Such consent by Landlord shall not be unreasonably withheld or delayed. Signs are also subject to approval by the City of Key West, Florida and any other applicable governmental agencies.

9. Payment of Utilities: Tenant shall pay the cost of the following utilities: telephone. Water and Sewer and Electricity shall be prorated and paid to Landlord on a month basis.

10. CAM: Tenant shall pay to in advance on a monthly basis with the rent, which shall

Initial NC
LANDLORD

Initial [Signature]
TENANT

include but not limited to the proportionate share of water, sewer, garbage, insurance, common area lighting, property taxes, storm water fee, pest/vermin control, maintaining the sign and general maintenance, clean up of general area.

11. Notice: All notices given to Tenant or Landlord hereunder shall be forwarded to Tenant or Landlord at the address listed herein by certified mail, return receipt requested.

Tenant: Tania Beguinati and
Bento Roberto Mavignier Madeira
Blond Giraffe, Inc.
107 Simonton Street,
Key West, FL 33040
Fax # 305 293 8669
Tel # 888 432 6283

Landlord: Diversified Investments of CF, Inc.
P O Box 691598
Orlando, Florida 32869-1598
Tel # 407 876 8667
Fax # 407 876 6162

12. Assignment and Subletting: Tenant may not assign, mortgage or sublet this Lease in whole or in part, without the prior written consent of Landlord. Landlord has the sole and absolute discretion as to the request. In no event, however, shall the Tenant be relieved of any liability in the event of assignment.

13. Additions Alternations and Restoration: Tenant shall not make any changes or alterations in or to the Premises without the prior written consent of Landlord, which consent shall not be unreasonably withheld. All alterations, additions, or improvements ("Leasehold Improvements") which may be made or installed by Tenant upon the Premises and which in any manner are attached to the floors, walls, windows or ceilings shall be done in accordance with all governmental building, health or other codes and shall become the property of the Landlord upon installation, unless Landlord shall elect otherwise, which election shall be made by Landlord by giving notice thereof not less than fifteen (15) days subsequent to the expiration or other termination of the Lease. At termination of this Lease, all such Leasehold Improvements shall remain upon and be surrendered with the Premises as a part thereof unencumbered by liens, security interests or otherwise, except that Tenant shall remove all Leasehold Improvements unacceptable to Landlord and restore the Premises to its original condition prior to their installation, ordinary wear and tear excepted. Tenant shall remove its personal property from the Premises at the termination of this Lease and return all keys to Landlord. During the term of the Lease, Tenant shall, at Tenant's cost, make any changes or alterations in the Premises that may become necessary due to Tenant's particular use of the Premises, to cause said Premises to conform to all governmental and insurance underwriters' requirements now in effect and adopted after the Lease date.

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LANDLORD

Initial SB
TENANT

purchaser, at such sale of any subsequent sale of the Premises, shall be without any further agreement between the parties and any such purchaser, to have assumed and agreed to carry out any and all of the covenants and obligations under this Lease.

47. Guaranty: The undersigned, Tania Beguinati and Bento Roberto Mavignier Madeira, whose address is 107 Simonton Street, Key West, FL 33040, the "Guarantor(s)" below, in their individual capacity only, for valuable consideration, the sufficiently and receipt of which is hereby acknowledged, and as an inducement to Landlord to enter into this Lease agreement embodied herein with Tenant, hereby irrevocably agrees as follows: (a) This Guaranty runs irrevocably to Landlord, its successors and assigns for the full term of the Lease and any extensions thereof; (b) The Guarantor acknowledges that he/she executes this Guaranty Agreement in his/her personal capacity and not in his/her capacity as a corporate officer or as agent of Tenant (c) Guarantor unconditionally guarantees to Landlord the prompt performance and payment when due to Tenant's obligations to Landlord relative to the Agreement embodied herein, and (d) This Guaranty Agreement is binding upon the undersigned,, his/her heirs, personal representatives, successors and assigns.

Guarantor hereby expressly agrees that the validity of this Guaranty and the obligations of the Guarantor hereunder shall in no way be terminated, affected, diminished, or impaired by reason of: (a) the assertion that Landlord has failed to assert against Tenant any of the rights or remedies reserved to Landlord; or (b) the assertion that Landlord has granted Tenant relief from any of Tenant's obligations under the lease or (c) the release or discharge of Tenant in any creditor's proceedings, receivership, bankruptcy or other proceedings. This Guaranty shall be continuing guaranty and the liability of the Guarantor shall in no way be affected, modified or diminished by reason of any assignment, amendment, renewal supplement, modification or extension of the Lease or by reason of any modification or waiver of or change in any other terms covenants, conditions or provision of the Lease, or by reason of any extension of time that may be granted by Landlord to Tenant. IF more than one Guarantor signs below, each Guarantor shall be jointly and severally liable under this Guaranty. The failure of one Guarantor to sign below shall not relieve the signing Guarantors.

IN WITNESS WHEREFORE, the parties hereto have executed this instrument for the purpose expressed this 30th day of June, 2006.

WITNESSES:

Victoria Elizondo
Print Name:
Victoria Elizondo

Tasema Kubicki
Print Name:
Tasema Kubicki

LANDLORD: Diversified Investments of CF., Inc.

NL
By: NAVEEN LADHA

-15-

Initial NL
LANDLORD

Initial [Signature]
TENANT

S Aug 15, 2014 1:07:54 PM EDT
 File Edit Commands Help
 SUNGARD PUBLIC SECTOR
 NavLine

Application 06-000044

- Bonds
- Contractor escrow
- Fees
- Global balance due
- Inspection history
- Miscellaneous info
- Names
- Permits
- Plan tracking
- Receipts
- Square footage call
- Structures
- Valuation calculation

Property Information

Address: 412 GREENE ST
 KEY WEST, FL 33040

Location ID: 9815
 Owner name: GREENE STREET CONDOS L
 RE #/PARCEL #/TAX ID etc: 0000-1490-000000-
 Previous utility acct #: 1001546.00
 Zoning: HRCC1 HIGH DENSITY RES

Application Information

Application status: COMPLETED
 Status Date: 8/09/2011
 Application type: PLUMBING ONLY
 Application date: 7/25/2006
 Valuation: 2500
 Square footage: 0
 Public building: NO
 Reviewed by: CW CAROLYN WALKER

Contractor Information

Contractor Name: ATLANTIC PLUMBING OF THE KEY
 Contractor Number: 07-00017336
 Type: CONTRACTOR - REG PLU
 Status: ACTIVE
 Contractor Requirements Doc Number
 WORKERS COMP INSURANCE 10637582

Outstanding Inspections

Type	Insp ID	Schedule Date	Confirmation Number
No outstanding inspections exist			

Work Description

Code	Freeform information	Date	Print flag	Permit display	Inspection
DESC	* * ADD TRIPLE COMPARTMENT SINK, MOP	7/25/2006	Y	Y	Y
DESC	SINK, HAND SINK AND GREASE TRAP * * TM	7/25/2006	Y	Y	Y
DESC	RECEIVED N. O. C. 08-10-06 * MC *	7/25/2006	Y	Y	Y

Print

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Land Inquiry

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LEASE

THIS LEASE entered into this 1st day of August, 2006, by and between DIVERSIFIED INVESTMENTS OF CENTRAL FLORIDA, INC., a Florida Corporation, as the "Landlord," and Blond Giraffe, Inc., A Florida Corporation as the "Tenant".

1. Premises: Containing approximately 692 square feet hereinafter referred to as the "Demised Premises", with an address of 208 Telegraph Lane, Key West, County of Monroe, State of Florida 33040 U.S.A. The Building contains 3,112 square feet of Gross Leaseable Area.

In consideration of the following covenants, Landlord leases to Tenant and Tenant takes and hires from Landlord the Premises. Tenant further acknowledges that it accepts said Premises in its "as is" condition. Landlord has also granted one parking space for Tenant in the enclosed area behind the store.

Landlord shall give one month's rent do the following repairs: Replace rotten doors, fix the roof, interior and exterior painting; Tenant shall be subject to sales and use tax and shall pay Landlord the sum of 7½% sales and use tax for the first month's rent.

2. Term: The term of this Lease shall be for six (6) years beginning on the first day of August 2006 and ending the last day of July 2012.

3. Base Rent: The rent under the Lease shall be payable, without any counterclaim, set-off, deduction or defense, as follows:

- i. Monthly rent in the amount of \$1,000.00 plus applicable sales and use tax due on the first day of Aug, 2006 and the first day of each succeeding month to and including the month of July, 2008.
- ii. Monthly rent in the amount of \$1,100.00 plus applicable sales and use tax due on the first day of Aug, 2008 and the first day of each succeeding month to and including the month of July, 2010.
- iii. Monthly rent in the amount of \$1,200.00 plus applicable sales and use tax due on the first day of Aug, 2010 and the first day of each succeeding month to and including the month of July, 2012.

Should Tenant be in default under this Lease then all deferred rent shall be immediately due and payable as rent. Payments not received by the Landlord on the fifth (5th) day of any month shall be accompanied by a late charge as described in paragraph seven (7) herein. The Landlord reserves the right to refuse to accept late payments of rent. All late charges shall be deemed due as "additional rent". Sales and Use tax at the time of execution of this lease is at seven and one half (7 ½ %) percent and if the State should assess an increase or should Monroe County assess surtax in its jurisdiction, Tenant shall be responsible to pay such assessments. Tenant shall deposit with Landlord the following:

- \$1,000.00 – 2nd Month's deposit
- \$1,200.00 – last month's deposit

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LANDLORD

-1-

- 2006-2012 LEASE FROM BLOND GIRAFFE PIE COMPANY
- 208 TELEGRAPH LN.
- * SAME USE AS 412 GREEN - PIE COMPANY

Initial [Signature]
TENANT

\$2,500.00 – Security deposit
Sales and use tax for 1st, 2nd and last month in the amount of \$240.00.
Total: \$4,940.00

(B) Monthly CAM (Common Area Maintenance and Real Estate Taxes) shall be paid on a monthly basis. Tenant will be provided accounting once a year approximately within three months after the year-end.

4. Options: Provided that Tenant is not in default beyond any terms provided by this Lease for the curing of such default, Tenant shall have the right and option to extend the term of this Lease for one (1) additional consecutive period(s) of four (4) years beyond the expiration of the primary term upon the terms and conditions as set forth herein. The monthly rent will be in the amount of \$1,500.00, for following four years plus applicable sales tax. Tenant may exercise its option by written notice to Landlord atleast ninety (90) days before the expiration of the primary term.

5. Security Deposit: Tenant shall pay \$2,500.00 as security deposit.

6. Use: The Tenant shall use the premises rented herein that would meet the current zoning.

7. Interest on Past Due Obligations and Late Charges: Any amount due from Tenant to Landlord under this Lease which is not paid when due shall bear interest at the rate of fourteen per cent (14%) per annum from the date due until paid, together with a late charge of Fifty Dollars (\$50.00) to cover Landlord's extra expenses involved in collecting such delinquency, provided that such interest and late charges shall be automatically reduced by such amount as necessary to cause such charges to be in compliance with usury laws. The landlord reserves the right to refuse late payments of rent and the payment of late charges after the statutory three (3) day notice is given by Landlord to Tenant.

8. Signs: Tenant at Tenant's sole cost, shall have the right to place, construct and maintain exterior and interior signs on the Premises advertising its business. Such consent by Landlord shall not be unreasonably withheld or delayed. Signs are also subject to approval by the City of Key West, Florida and any other applicable governmental agencies.

9. Payment of Utilities: Tenant shall pay the cost of the following utilities: telephone. Water and Sewer shall be prorated and paid to Landlord on a month basis.

10. CAM: Tenant shall pay to in advance on a monthly basis with the rent, which shall include but not limited to the proportionate share of water, sewer, garbage, insurance, common area lighting, property taxes, storm water fee, pest/vermin control, maintaining the sign and general maintenance, clean up of general area.

11. Notice: All notices given to Tenant or Landlord hereunder shall be forwarded to Tenant or Landlord at the address listed herein by certified mail, return receipt requested.

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LANDLORD

Initial JB
TENANT

Tenant: Tania Beguinati and
Bento Roberto Mavignier Madeira
Blond Giraffe, Inc.
107 Simonton Street,
Key West, FL 33040
Fax # 305 293 8669
Tel # 888 432 6283

Landlord: Diversified Investments of CF, Inc.
P O Box 691598
Orlando, Florida 32869-1598
Tel # 407 876 8667
Fax # 407 876 6162

12. Assignment and Subletting: Tenant may not assign, mortgage or sublet this Lease in whole or in part, without the prior written consent of Landlord. Landlord has the sole and absolute discretion as to the request. In no event, however, shall the Tenant be relieved of any liability in the event of assignment

13. Additions Alternations and Restoration: Tenant shall not make any changes or alterations in or to the Premises without the prior written consent of Landlord, which consent shall not be unreasonably withheld. All alterations, additions, or improvements ("Leasehold Improvements") which may be made or installed by Tenant upon the Premises and which in any manner are attached to the floors, walls, windows or ceilings shall be done in accordance with all governmental building, health or other codes and shall become the property of the Landlord upon installation, unless Landlord shall elect otherwise, which election shall be made by Landlord by giving notice thereof not less than fifteen (15) days subsequent to the expiration or other termination of the Lease. At termination of this Lease, all such Leasehold Improvements shall remain upon and be surrendered with the Premises as a part thereof unencumbered by liens, security interests or otherwise, except that Tenant shall remove all Leasehold Improvements unacceptable to Landlord and restore the Premises to its original condition prior to their installation, ordinary wear and tear excepted. Tenant shall remove its personal property from the Premises at the termination of this Lease and return all keys to Landlord. During the term of the Lease, Tenant shall, at Tenant's cost, make any changes or alterations in the Premises that may become necessary due to Tenant's particular use of the Premises, to cause said Premises to conform to all governmental and insurance underwriters' requirements now in effect and adopted after the Lease date.

14. Repairs and Maintenance: Tenant accepts the Premises as being in good sanitary, orderly condition and repair. Landlord agrees, at Landlord's expense, to maintain the exterior of the Building in which the Premises are located. Landlord shall also be responsible for maintaining and repairing the structural portions of the Building including foundation, exterior and demising walls and roof. Landlord shall not be required to commence any such repair until notice shall be received from Tenant specifying the nature of the needed repair. Landlord shall not be required to make any such repairs where same are caused by any act or omission of Tenant, and subtenant, or

Initial NC
LANDLORD

Initial JB
TENANT

Monroe County Property Record Card (133)

Alternate Key: 1001546
 Effective Date: 3/27/2014 9:15:58 AM

Attachment 15
 Roll Year 2014
 Run: 03/27/2014 09:16 AM

Interior Finish						Exterior Finish					
Sec Nbr	Int Nbr	Description	Area %	Sprinkler	A/C	Total RCN	Ext Nbr	Wall Type	Area %	Wall Rate	RCN
1	591	1 STY STORE-D	100.00	N	Y		192	AB AVE WOOD SIDING	100.00		

Miscellaneous Improvements

Nbr	Impr Type	# Units	Type	SOH %	Length	Width	Year Built	Roll Year	Grade	Life	RCN	Depr Value
1	FN2:FENCES	320	SF	0.00	80	4	2006	2007	2	30		
Total Depreciated Value												

Appraiser Notes

DELETED PARCEL NOW SPLIT INTO INDIVIDUAL UNITS WITHIN GREENE STREET CONDOMINIUMS SEE HDR NO. 00001491-000000 AK 9100232 DONE FOR THE 2012 TAX ROLL.
 412-414 GREENE STREET = PRISCILLA'S GARDEN
 416 GREENE ST = EMERALD LADY
 BLDG #3 = 208 TELEGRAPH LANE - VACANT, USED AS STORAGE 2004 OCT 06 - BKC
 2006-08-16 ALL BLDGS VACANT
 2007-01-03 BLDDG #1 HALF OCCUPIED BY BLONDE GIRAFFE/KEY LIM PIE FACTORY. DKRAUSE

DELETED



Roland Flowers
City Engineer

Phone (305) 809-3965
Fax (305) 809-3978

September 13, 2006

U.S. Post Office
Supervisor of Delivery
400 Whitehead Street
Key West, Florida 33040

RE: ASSIGNMENT OF STREET ADDRESS

Dear Supervisor of Delivery:

The following address is assigned to the commercial unit (Blonde Giraffe) located on RE:
1490

208 Telegraph Lane

If you have any questions or require further information, please call me at (305) 809-3965.

Sincerely,

A handwritten signature in black ink, appearing to read "R. Flowers", is written over the word "Sincerely,".

Roland S. Flowers, P.E.
Director General Services/City Engineer

C: Revenue Department
OMI
Monroe County Tax Appraiser
Florida Keys Aqueduct Authority
Southern Bell Telephone Company
KWPD – Officer Hades
Tania Beguinati

Building Department
Comcast Cable
Planning Department
Keys Energy
Waste Management Information
KWFD – Pat Pelletier

S Aug 15, 2014 1:12:57 PM EDT
 File Edit Commands Help
 SUNGARD PUBLIC SECTOR
 NavLine

Application 06-000054
 Bonds
 Contractor escrow
 Fees
 Global balance due
 Inspection history
 Miscellaneous info
 Names
 Permits
 Plan tracking
 Receipts
 Square footage cal
 Structures
 Valuation calculati

Property Information

Address: 208 TELEGRAPH LN
 KEY WEST, FL 33040
 Location ID: 34439
 Owner name: GREENE STREET CONDOS L
 RE #/PARCEL #/TAX ID etc: 0001-4900-000000-
 Previous utility acct #:
 Zoning: HRCC1 HIGH DENSITY RES

Application Information

Application status: COMPLETED
 Status Date: 12/03/2013
 Application type: ELECTRIC ONLY
 Application date: 9/27/2006
 Valuation: 1000
 Square footage: 0
 Public building: NO
 Reviewed by: CW CAROLYN WALKER

Contractor Information

Contractor Name: ROBERTS & SONS ELECTRIC, INC
 Contractor Number: 07-00011580
 Type: CONTRACTOR - REG ELE
 Status: INACTIVE
 Contractor Requirements Doc Number
 WORKERS COMP INSURANCE WSLTHPE00006602

Outstanding Inspections

Type	Insp ID	Schedule Date	Confirmation Number
No outstanding inspections exist			

Work Description

Code	Freeform information	Date	Print flag	Permit display	Inspectio
DESC	* * CHANGE OUT 30 CIRCLE 150 AMP PANEL	9/27/2006	Y	Y	Y
DESC	AND REPLACE WITH NEW 150 AMP CIRCUIT	9/27/2006	Y	Y	Y
DESC	PANEL* *	9/27/2006	Y	Y	Y
DESC	* NOTE: NO NOC NEEDED * * * TM	9/27/2006	Y	Y	Y
DESC	decal as required by 110.16 needed	9/27/2006	Y	Y	Y

Print

Cancel

Exit

Refresh

Land Inquiry

Documents

Images

The screenshot shows a software window with a title bar containing the date and time: "Aug 15, 2014 1:14:03 PM EDT". Below the title bar is a menu bar with "File", "Edit", "List", "Commands", and "Help". A "Printscreen" button is visible in the top left corner. The main content area displays the business name "BLOND GIRAFFE INC" above a table. The table has five columns: "Year", "Number", "Status", "Status", and "Class/subclasse". The first row is highlighted in black and contains the values: "10", "00020914", "IN", "", and "FOOD SERVICE ACTIVITIES 1-15 S". The following three rows are light blue and contain: "09", "00020914", "RN", "", "FOOD SERVICE ACTIVITIES 1-15 S"; "08", "00020914", "RN", "", "FOOD SERVICE ACTIVITIES 1-15 S"; and "07", "00020914", "RN", "", "FOOD SERVICE ACTIVITIES 1-15 S". Below the table are four buttons: "OK", "Exit", "Cancel", and "View 1".

Year	Number	Status	Status	Class/subclasse
10	00020914	IN		FOOD SERVICE ACTIVITIES 1-15 S
09	00020914	RN		FOOD SERVICE ACTIVITIES 1-15 S
08	00020914	RN		FOOD SERVICE ACTIVITIES 1-15 S
07	00020914	RN		FOOD SERVICE ACTIVITIES 1-15 S

Aug 15, 2014 1:14:29 PM EDT
File Edit Commands Help
SUNGARD PUBLIC SECTOR
NavLine

Special Notes Display

Property address: 412 GREENE ST
Business name: BLOND GIRAFFE INC

Source	Code		Note	Date	Year	Number
BUSS	AC#	S	NEW LICENSE	12/27/06		
BUSS	RMRK	S	OB, CLOSED	3/09/11		

✓ OK
✗ Exit
← Cancel



APPRAISAL CO.
OF KEY WEST

Attachment 19

3229 Flagler Avenue, Suite #101
Key West, Florida 33040
Telephone: (305) 296-4568
Fax: (305) 296-0493

Website: fla-keysappraisals.com
Email: jim@fla-keysappraisals.com

April 17, 2007

Mr. William M. Fleming, III
Senior Vice President, Real Estate Support
BB&T
4600 New Bern Avenue, Suite 101
Raleigh, NC 27610-1463

RE: Appraisal Report
412-416 Greene Street and 208 Telegraph Lane
Key West, Florida 33040
BB & T Appraisal ID No.: RAL070677-OR-01
Our File No.: 095-07

Dear Mr. Fleming:

We have performed a summary appraisal assignment and estimate of value for the above referenced property. We have personally examined and appraised the property for the purpose of reporting to you our opinion of the "As Is" Market Value of the Fee Simple Interest of this property, as of March 22, 2007.

The assumptions and the real estate referenced above are more clearly defined in the general and extraordinary assumptions and limiting conditions and in the property description section of this report. The attached summary appraisal report has been prepared to comply with our understanding of the requirements of the Uniform Standards of Professional Appraisal Practice. The reader is advised to review the Scope of Work section within this report.

The subject property consists of three buildings: a two-story brick structure, located at the southwesterly corner of Greene Street and Telegraph Lane, containing a vacant space which could easily be utilized as a retail unit or office space at the first level plus a second level which lends itself to a residential use as it has a bedroom (which could be used as an office), a three-fixture bathroom and a kitchen. However, this second level has been treated as an office space because the subject property does not have a non transient residential license, according to the City of Key West licensing department. In addition, the subject property includes a one-story CBS/masonry building with brick facade, located at the northwesterly corner of the site, consisting of two retail units; plus a detached one-story wood frame building, with frontage along Telegraph Lane, which could easily be utilized as a retail or office space. The subject buildings contain a total gross building area of 4,597 square feet and are situated on a corner parcel, which has an estimated site area of 8,174 square feet. Any deviations from these sizes will likely result in a change in value.

- APPRAISAL OF PROPERTY
2007
- REFERENCES 208 TELEGRAPH
LEASED AS PART OF THE SHOP

utilized as retail or office space. The structure contains an estimated gross building area of 1,806 square feet, according to the previously mentioned survey.

Building "B" - Gross Building Area : 1,806 square feet

Building "C", commonly known as 208 Telegraph Lane, was constructed in 1988 according to the Monroe County Tax Assessor's records; however, it appears that there was a similar size building on the property in 1985 which was probably totally rebuilt and renovated. The structure was finished to complement the typical architectural style of the "Old Town" district, New England Frame "Conch" style, with painted horizontal wood lapsiding exterior walls and a gabled roof structure with metal cover. The structure fronts an estimated 18.5 feet along Telegraph Lane with a V-shaped front and entrances on either side. The building is currently leased and utilized by the retail unit of Building A for storage and additional space.

Building "C" - Gross Building Area (Called): 699 square feet

Total Gross Building Area: 4,597 Square feet

The following description of the improvements was based upon a physical walk through and site visit of the interior and the exterior of the building, plus prior office files.

Foundation and Floors: All of the structures have a concrete footer foundation with slab on grade. The two-story building has a wood joist floor structure at the second level. Floor finishings varied throughout the buildings. The first level floor covering had recently been removed in the main retail/office area, leaving the cement floor. There was ceramic tiled floors in the restroom. The second level contained carpeting throughout with ceramic tile in the bathroom. The retail units in Building "B" contained ceramic tile and partial concrete flooring with ceramic tile in the restrooms. Building "C" has finished concrete floors.

Exterior Walls: The exterior walls of Building "A" are painted brick. The structure has tall fixed glass windows with painted wood louvers on the windows facing Telegraph Lane and glass jalousie windows at the rear of the building. The retail structure fronts along Greene Street with a French wood door entry with glass lites and a transom, which allow natural light into the interior. There is an additional exterior door at the first level fronting along Telegraph Lane; it is used as an exit for the retail shop. Access to the second level office is via one of two wood exterior stairways: a set of wood stairs at the rear of the building access the rear office area, while a set of wood stairs along the westerly side of the building access the rear of the front office area.

Building "B" contains two commercial units which are similarly finished. The retail unit at 412 Greene Street has a retail area along the northerly side, fronting Greene Street with an office and restroom, partitioned and located along the southeasterly portion of the unit. The restroom is finished with ceramic tile flooring. The retail unit at 414 Greene Street is an open, retail unit with a restroom facility at the southeasterly corner of the building, which was vacant at the time of the site visit. This unit is finished with ceramic tile and a small portion of cement flooring, acoustical tile ceiling and painted drywall over the masonry walls.

* Building "C" contains one commercial unit, which can be utilized as an office or retail space. This structure has frontage along Telegraph Lane with two entries. The unit is open, with finished concrete floors and painted drywall walls and ceilings. There is a two-fixture restroom at the northwesterly corner with commercial utility sink.

Electrical Service: The electric service to the subject property appeared adequate for the uses.

Restrooms/Bathrooms: Each of the retail unit has a two-fixture restroom at the rear of the unit, while the second level unit has a three-fixture restroom. The restrooms are finished with ceramic tile flooring with generally painted drywall walls and ceilings. All of the plumbing facilities appeared to be in average condition and adequate.

Air Conditioning: Each building contains central air conditioning with ceiling fans for further ventilation. Heating is not necessary in the Florida Keys due to the year-round tropical climate.

Amenities: There is parking available on the subject site; however, the parking is not all designated and lined; thus, we could not determine a precise number of potential parking spaces. However, in our opinion, in excess of twelve parking spaces are available on the site. Limited metered parking is available along Greene and Whitehead Streets, with no parking allowed along this area of Duval Street. On-site parking is not typical in the Downtown Commercial Business District; thus, the subject's on-site parking is considered an amenity. There is a municipal parking lot, private parking garage, and a private hourly parking lot located within two to three blocks of the subject property.

Condition and Comments: Construction quality is very good, and the subject buildings are finished with above average to good quality workmanship and materials. The

THE INCOME APPROACH

The Income Approach to value presumes that no prudent buyer will pay more for the subject property than the capitalized rental value attainable through ownership of the property. The buyer will only be willing to pay the present value of what he/she considers those future benefits to be. This approach is considered to be the strongest indicator of current fair market value when the property is purchased as an income-producing property having a reliable historical cashflow. In the case at hand, similar retail/office use properties are typically purchased for rental income production or partial use by an owner-user. 412 Greene Street and 208 Telegraph Lane are currently encumbered by a lease which commenced 07/01/06 and 08/01/06, respectively and expire 06/30/2012 and 07/31/2012, respectively. As these two leases involve the same tenant, the market rates and terms were considered to be at market. The traditional Direct Capitalization Method was considered and utilized in valuing the subject property. The value indicated by this approach was considered due to the reliable income and expense data within the subjects' market area. This approach was weighted heavily in the valuation of subject property, due to the multiple rental units of the subject property.

The Fee Simple Interest is the unencumbered value of the subject property; basically, market rents and terms are considered with no regard to existing leases and terms. The Leased Fee Interest is an ownership interest held by the landlord, who conveys the rights of use and occupancy to a tenant by lease. The landlord's rights include the right to receive rent and the right of possession at the end of the lease period. Since the subject property units which are encumbered by long-term leases, the terms and rates were considered to be at market, therefore, a Leased Fee valuation was not applicable. The reader is cautioned that a title search was not made; thus, no other encumbrances are considered herein.

The Contracted Leases are listed below:

Schedule of Contracted Rental Income							
412-416 Greene Street & 208 Telegraph Lane, Key West							
Effective Date	Size	Monthly	Annual	Ann. Rend	Contract	Tenant	
22-Mar-07	Sq. Ft.	Rent	Rent	Sq. Ft.	Period	Pays	Terms
Bldg. B: 412 Greene Street*	861	\$3,500	\$42,000	\$48.78	07/01/06-06/30/2012	All Utilities	NNN
Bldg. C: 208 Telegraph Lane*	692	\$1,000	\$12,000	\$17.34	08/01/06-07/31/2012	All Utilities	NNN
Bldg. B 414 Greene Street/ Retail	943	Vacant	N/A	N/A	N/A	N/A	N/A
Bldg. A 416 Greene Street/ Retail	1,046	Vacant	N/A	N/A	N/A	N/A	N/A
Bldg. A 416 Greene Street/ Office	1,046	Vacant	N/A	N/A	N/A	N/A	N/A
* Square footage taken from lease							
Gross Leasable Area	4,588	\$4,500	\$54,000				NNN

Although 208 Telegraph Lane appears to be leased at the lower end of the spectrum, it does have limited exposure on a narrow lane, plus the unit at 412 Greene Street is leased at the upper-end of the spectrum. Further both units are occupied by the same tenant; thus, the blended rental rate for both units is \$34.77 per square foot, which is at market.

Income Valuation of the Subject Property:

The valuation herein for the subject property has been projected by analyzing the following rental comparables:

Retail/Office Comparable Rentals						
Location	Type/Use	Size Sq.Ft.	Monthly Rent	Annual Rent	Annual Rent Sq.Ft.	Lease Terms
802 White Street	Retail	1,174	\$2,996	\$35,952	\$30.62	NNN
808 Greene Street	Retail	1,600	\$3,867	\$46,400	\$29.00	NNN
540 Greene Str. End	Office	794	\$2,607	\$31,286	\$39.40	NNN
540 Greene Str. Interior	Office	1,246	\$3,800	\$45,600	\$36.60	NNN
Simonton Row #106	Retail	856	\$3,867	\$33,552	\$39.20	NNN
211 Simonton Street	Office	1,522	\$3,900	\$46,800	\$30.75	NNN
323 Fleming Street, 2nd Fl.	Office	1,204	\$1,999	\$23,984	\$19.92	NNN
			Mean		\$32.21	NNN
			Median		\$30.75	NNN
			Minimum		\$19.92	NNN
			Maximum		\$39.40	NNN

Monthly parking rentals for downtown spaces conservatively range from \$100 to \$200 per month. Based on the subject's location, we projected a rental amount of \$150 per space per month. Based on the comparables above, we projected a fair market rental amount of the subject units, as follows:

Potential Rent Schedule						
412-416 Greene Street & 208 Telegraph Lane, Key West						
Effective Date	Size Sq. Ft.	Monthly Rent	Annual Rent	Annual Rent Sq. Ft.	Tenant Pays	Terms
22-Mar-07						
Commercial Area						
Bldg. B: 412 Greene Street*	861	\$3,500	\$42,000	\$48.78	All Utilities	NNN
Bldg. C: 208 Telegraph Lane*	692	\$1,000	\$11,999	\$17.34	All Utilities	NNN
Bldg. B 414 Greene Street/ Retail	944	\$2,753	\$33,040	\$35.00	All Utilities	NNN
Bldg. A 416 Greene Street/ Retail	1,046	\$3,051	\$36,610	\$35.00	All Utilities	NNN
Bldg. A 416 Greene Street/ Office (2nd Lvl)	1,046	\$2,179	\$26,150	\$25.00	All Utilities	NNN
Plus 5 Extra Parking Spaces	5	\$750	\$9,000			
Total: Commercial Area	4,589	\$13,233	\$158,799			NNN

*412 Greene Street and 208 Telegraph Lane are leased by the same tenant. When analyzing the combined total gross leasable area, the rent per square foot equals \$33.04, which is well supported by the rental comparables included herein. Therefore, the rents received for the two properties are considered to be at market rate and terms.

From: Gail Kenson
Sent: Wednesday, November 07, 2007 11:15 AM
To: Wendy Tucker
Subject: RE: 412 Greene St et al - Tillman Property

Wendy,

There is no need to contact Mr. Tillman at this point. This was my attempt to clarify the situation.

Gail

Gail E. Kenson, AICP
Planning Director
City of Key West
PO Box 1409
Key West, Florida 33041
305.809.3728 - phone
305.809.3739 - fax

Please note: You are hereby notified that in accordance with Florida's very broad public records law, most written communications to or from public employees or officials regarding public business are public records and are available to third parties upon request. Accordingly, this e-mail communication may be subject to public disclosure in accordance with Chapter 119, Florida Statutes.

-----Original Message-----

From: Wendy Tucker
Sent: Wednesday, November 07, 2007 11:09 AM
To: Gail Kenson
Subject: RE: 412 Greene St et al - Tillman Property

Thank you for the clarification about this property, and I'll pass it on to Mr. Tillman if he calls back or comes back again--or unless you also want me to just let him know this information now.

When he first came about the "412 1/2" space for a tenant psychic who'd do small retail (candles, etc.), he seemed surprised when I explained to him that the zoning is HRO, and retail is not a permitted use. He said he had discussed address, licensing and uses with Carolyn before he bought the property, trying to do due diligence, but somehow he seemed convinced he had existing retail type uses. I told him he needed to work out other issues with Carolyn and you.

At your service,
wendy

-----Original Message-----

From: Gail Kenson
Sent: Wednesday, November 07, 2007 7:59 AM
To: Wendy Tucker
Cc: Carolyn Walker
Subject: 412 Greene St et al - Tillman Property

Wendy,

Hopefully, this will clarify the licensing issues at 412 Greene St and the units associated with that property. It appears that the unit the psychic is proposing to rent had a retail license within the

last two years. Based on this information and the city code, the psychic may have a retail use associated with her office use. The Blond Giraffe is in a unit that had a previous food service use within the two years prior to the establishment of the Blond Giraffe.

Again, based on the code, the uses permitted in the other units are those uses allowed in the HRO district. If the property owner or a lessee proposes a nonconforming use, then there must be a current license or a license that was active within the two years prior for that same activity. If the property owner or lessee proposes a different nonconforming use, then an application for change in nonconforming use must be applied for provided there is or was within two years a licensed nonconforming use in that unit.

If there are no current licenses or licenses for a nonconforming use in the last two years, then the only uses permitted are those allowed in the HRO. Please remember uses are determined by licenses, not leases. Again, this is based on the city's current codes.

Gail

Gail E. Kenson, AICP
Planning Director
City of Key West
PO Box 1409
Key West, Florida 33041
305.809.3728 - phone
305.809.3739 - fax

Please note: You are hereby notified that in accordance with Florida's very broad public records law, most written communications to or from public employees or officials regarding public business are public records and are available to third parties upon request. Accordingly, this e-mail communication may be subject to public disclosure in accordance with Chapter 119, Florida Statutes.

Business License Tax Application

(# 3) April 2008

City of Key West
City Hall Annex
PO Box 1409
Key West, FL 33041

Date Applied _____

License # _____

Phone 305-809-3955

Fax 305-809-3978

Business Type: Retail bakery 643 A

Business Name: _____

Business Location: 208 Telegraph W

Business Owner: _____

State Licensed Qualifier (if applicable): _____

Mailing Address: _____


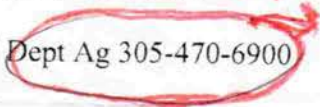
EIN / SS # _____ Phone # _____

Applicant name (printed) _____ Applicant signature _____ Date _____

State of Florida
County of Monroe

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____.

(stamp or seal). Personally known _____
Signature of Notary Public Produced id _____

- Sales Tax number 305-470-5001 myflorida.com
- Commercial garbage Waste Mgmt 296-8297 / 797-3312 
- Lease or deed
- State License DBPR 850-487-1395 / Dept Ag 305-470-6900 
- Home occupation application
- Fictitious Name registration sunbiz.org Previous use _____
- Corporate or LLC registration
- Liability / Worker's Comp Zoning _____
- Fire Inspector 292-8179
- CO / final inspection on any permits Category 04A Fee \$ 136.50
- Monroe County or local licensing

X walk - thru (ADA compliant)
Licensed in accordance with Chapter 66, Key West Code of Ordinances

_____ Approved _____ Denied / Reason _____

Licensing Official

Date

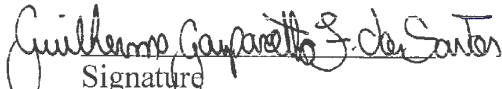
To: Fred Tillman
Ref: 208 Telegraph Lane Lease Agreement

As per our conversation, we both agreed to terminate the 208 Telegraph Lane Lease Agreement. We wish to relinquish the Lease on May 15th 2008, upon our agreement you will return our Security Deposit of \$ 2,500.00 plus the Last Month Rent of \$ 1,200.00 in a total amount of \$ 3,700.00 .

IN WITNESSES WHEREFORE, the parties hereto have agreed stated above this May 06, 2008.

WITNESSES:

LANDLORD: Greene Street Condos,LLC.

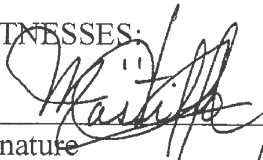

Signature

Guilherme G. FERRAZ DOS SANTOS

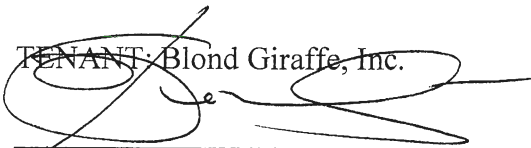
By: _____

WITNESSES:

TENANT: Blond Giraffe, Inc.


Signature

Maria C. Castillo M.


By: BLOND GIRAFFE, INC
BENTO R. MADEIRA

From: Raymond J. Capas, Realtor <rjcapas@aol.com>
To: RJCAPAS <RJCAPAS@aol.com>
Subject: Fwd: Telegraph Lane Usage
Date: Wed, Aug 13, 2014 7:58 pm

(# 14) Management Letters
Confirming Prior Uses

From: sheila@prettychicevents.com <sheila@prettychicevents.com>;
To: <captfredt@yahoo.com>;
Subject: Telegraph Lane Usage
Sent: Wed, Aug 13, 2014 11:10:35 PM

To Whom It May Concern:

My name is Sheila Tillman and I am the former Managing Director at Kelly's Caribbean and A Key West Affair Catering. I oversaw these two entities from 2004-2011. In 2008 the property on Telegraph lane was acquired in response to our busy **event & catering departments** needs which could not be preformed at the main location of Kelly's Caribbean on Whitehead Street any longer.

A large portion of business I oversaw at Telegraph involved the **baking & selling of wedding cakes and other desserts/pastries**. I also used the telegraph location for a wide variety of uses from **meeting potential clients to setting up table displays where I would sell them tables, chairs, tablecloths, silverware, flower centerpieces, flower petals, bamboo fans as gifts for their guests...etc.** I also conducted **food/beverage tastings** for clients so they could select various menu items for their events.

The telegraph location was a great asset for myself and my team during the years I was managing these two company divisions allowing for better job performance and sales. We were able to utilize this location to sell inventory, create & sell confections. If you have any questions please feel free to contact me and I will answer questions further.

Warmest Regards,
Sheila Tillman
Pretty Chic Events
Pretty Chic Events Planning, Coordination & Design

Web site: PrettyChicEvents.com
Email: Sheila@PrettyChicEvents.com

Office (855) FOR-XOXO
(855) 367-9696
Cell (305) 923-9443

Connect with us:

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- [Facebook](#)
- [Twitter](#)



Carolyn Walker
Chief Licensing Official
3132 Flagler Avenue
Key West, FL 33040

Dear Ms. Walker,

Please accept this letter as confirmation that Kelly's Caribbean Bar & Grill has been using the facility at 208 Telegraph Lane for the past 2 ½ years as a catering preparation outlet.

Sincerely,

Patrick Garber

A handwritten signature in black ink, appearing to read "Patrick Garber".

General Manager
Kelly's Caribbean Bar & Grill

cc: Green Street Condos, LLC

CONFIRMATION LETTER OF
USE OF PROPERTY FOR CATERING
FOR 2 1/2 YEARS PRIOR.
JANUARY 2014

The screenshot shows a software window with a title bar containing the date and time: "Aug 15, 2014 1:30:02 PM EDT". The window has a menu bar with "File", "Edit", "List", "Commands", and "Help". Below the menu bar is a "Print screen" button. The main content area displays the text "Business name: KEY LIME PIE FACTORY INC" above a table. The table has five columns: "Year", "Number", "Status", "Status", and "Class/subclass". The data rows are as follows:

Year	Number	Status	Status	Class/subclass
14	00025362	1N		FOOD SERVICE ACTIVITIES 1-15 S
13	00025362	RN		FOOD SERVICE ACTIVITIES 1-15 S
12	00025362	RN		FOOD SERVICE ACTIVITIES 1-15 S
11	00025362	RN		FOOD SERVICE ACTIVITIES NO SEA

Below the table are four buttons: "OK", "Exit", "Cancel", and "View 1".

Aug 15, 2014 1:30:34 PM EDT
File Edit Commands Help
SUNGARD PUBLIC SECTOR
Naviline

Special Notes Display

Property address: 412 GREENE ST
Business name: KEY LIME PIE FACTORY INC

Source	Code		Note	Date	Year	Number
BUSS	AC#	S	NEW LICENSE	12/20/10		
BUSS	RMRK	S	CORP NAME CHANGE ONLY FROM KEY LIME PIE	8/12/11		
BUSS	RMRK	S	OUTLET INC TO KEY LIME PIE FACTORY INC	8/12/11		

OK
Exit
Cancel

Aug 15, 2014 1:29:08 PM EDT

File Edit List Commands Help

Business name: KEY LIME PIE FACTORY INC

Year	Number	Status	Status	Class/subclasse
14	00026967	1N		RETAIL/MAILORDER/WHSALE 0-500
13	00026967	RN		RETAIL/MAILORDER/WHSALE 0-500
12	00026967	RN		RETAIL/MAILORDER/WHSALE 0-500
12	00018497	TR		RETAIL/MAILORDER/WHSALE 0-500
11	00018497	RN		FOOD SERVICE ACTIVITIES NO SEA
10	00018497	RN		FOOD SERVICE ACTIVITIES NO SEA

OK

Exit

Cancel

View 1

Aug 15, 2014 1:29:36 PM EDT
 File Edit Commands Help
 SUNGARD PUBLIC SECTOR
 NavilLine

Special Notes Display

Property address: 412 GREENE ST
Business name: KEY LIME PIE FACTORY INC

Source	Code		Note	Date	Year	Number
BUSS	AC#	S	NEW LICESNE	2/13/02		
BUSS	RMRK	S	PER WM, NO COMMERCIAL SERVICE FROM LAND	9/08/03		
BUSS	RMRK	S	LORD	9/08/03		
BUSS	RMRK	S	CHANGED FROM RUPPERT TO BILL AND ROBIN	2/23/05		
BUSS	RMRK	S	WOOD	2/23/05		
BUSS	RMRK	S	CHANGE FIC NAME FROM KEY LIME N MORE.	5/02/07		
BUSS	RMRK	S	ALSO ADD CORP. NAME	5/02/07		
BUSS	RMRK	S	OPC: KLM-05 AARON MESSIWER, EXP 10/5/11	7/01/11		
BUSS	RMRK	S	CHANGED CORP NAME FROM KEY LIME PIE	8/12/11		
BUSS	RMRK	S	OUTLET INC TO KEY LIME PIE FACTORY INC	8/12/11		
BUSS	RMRK	S	TRANSFER FROM 424 GREENE ST AND CHANGE	5/07/12		
BUSS	RMRK	S	CATEGORY FROM FOOD TO RETAIL.	5/07/12		

Page up or down beyond first or last record.

Aug 15, 2014 2:15:29 PM EDT
 File Edit Commands Help
 SUNGARD PUBLIC SECTOR
 NavLine

Application 11-000045

Property Information
 Address: 208 TELEGRAPH LN
 KEY WEST, FL 33040
 Location ID: 34439
 Owner name: GREENE STREET CONDOS L
 RE #/PARCEL #/TAX ID etc: 0001-4900-000000-
 Previous utility acct #:
 Zoning: HRCC1 HIGH DENSITY RES

Application Information
 Application desc: CANCELLED AS PER CONTRACTOR
 Application status: CANCELLED
 Status Date: 4/11/2013
 Application type: RENOVATION, ADDITION, CONVER
 Application date: 12/15/2011
 Valuation: 15000
 Square footage: 0

Contractor Information
 Contractor Name: ALL KEYS CONSTRUCTION INC
 Contractor Number: 12-00026068
 Type: CONTRACTOR - REG BUI
 Status: ACTIVE
 Contractor Requirements Doc Number
 WORKERS COMP INSURANCE 10633327

Outstanding Inspections

Type	Insp ID	Schedule Date	Confirmation Number
No outstanding inspections exist			

Work Description

Code	Freeform information	Date	Print flag	Permit display	Inspe
DESC	CANCEL PERMIT CONTRACTOR NOT DOINT THE	12/15/2011	Y	Y	
DESC	WORK* TO CONSTRUCT APPROX. 600 SQ/FT OF	12/15/2011	Y	Y	
DESC	NEW ADDITION TO EXISTING STORAGE	12/15/2011	Y	Y	
DESC	BUILDING. H11-01-. N.O.C. REQUIRED. GH	12/15/2011	Y	Y	
DESC	* T/S:12/15/2011 01:42 PM KEYWGRC ---	12/15/2011	Y	Y	
DESC	December 21, 2011 4:37:24 PM keywsqf.	12/21/2011		Y	
DESC	FEMA: Plans show "new construction"	12/21/2011		Y	
DESC	rather than Applicant's label of	12/21/2011		Y	
DESC	"addition." As new construction in an	12/21/2011		Y	
DESC	AE-6 flood zone, needs to adhere to	12/21/2011		Y	
DESC	floodplain requirements (e.g. elevation,	12/21/2011		Y	
DESC	floodproofing, flood resistant materials	12/21/2011		Y	
DESC	etc.).	12/21/2011		Y	
DESC	December 21, 2011 4:52:43 PM keywsqf.	12/21/2011		Y	

Print
 Cancel
 Exit
 Refresh
 Land Inquiry
 Documents
 Images

Screen detail print cancelled

Aug 15, 2014 2:15:58 PM EDT
 File Edit Commands Help
 SUNGARD PUBLIC SECTOR
 Naviline

Application 11-000045

- Bonds
- Contractor escrow
- Fees
- Global balance due
- Inspection history
- Miscellaneous info
- Names
- Permits
- Plan tracking
- Receipts
- Square footage call
- Structures
- Valuation calculation

Property Information

Address: 208 TELEGRAPH LN
 KEY WEST, FL 33040
 Location ID: 34439
 Owner name: GREENE STREET CONDOS L
 RE #/PARCEL #/TAX ID etc: 0001-4900-000000-
 Previous utility acct #:
 Zoning: HRCC1 HIGH DENSITY RES

Application Information

Application desc: CANCELLED AS PER CONTRACTOR
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 Type: CONTRACTOR - REG BUI
 Status: ACTIVE
 Contractor Requirements Doc Number
 WORKERS COMP INSURANCE 10633327

Outstanding Inspections

Type	Insp ID	Schedule Date	Confirmation Number
No outstanding inspections exist			

Work Description

Code	Freeform information	Date	Print flag	Permit display	Inspe
DESC	etc.).	12/21/2011		Y	
DESC	December 21, 2011 4:52:43 PM keywsqf.	12/21/2011		Y	
DESC	FEMA: Need current building value.	12/21/2011		Y	
DESC	Property records show building value at	12/21/2011		Y	
DESC	\$563k, but this is for three buildings,	12/21/2011		Y	
DESC	not just one relevant to this	12/21/2011		Y	
DESC	application. Also, need cost of	12/21/2011		Y	
DESC	improvements affidavit from Applicant.	12/21/2011		Y	
DESC	December 22, 2011 3:32:05 PM keywsqf.	12/22/2011			
DESC	Call Back: Variance required.	12/22/2011			
DESC	January 9, 2012 1:44:33 PM keywsqf.	1/09/2012			
DESC	Applicant met with Planning staff &	1/09/2012			
DESC	opted to withdraw the application. Will	1/09/2012			
DESC	be sending letter to this effect.	1/09/2012			

Print

Cancel

Exit

Refresh

Land Inquiry

Documents

Images

Screen detail print cancelled

Kevin Bond

From: Ashley Monnier
Sent: Tuesday, December 27, 2011 8:52 AM
To: 'Scott Fraser'; Enid Torregrosa
Cc: Don Craig
Subject: 208 Telegraph Lane

Dear Scott and Enid,

I would like to send an email regarding my brief review of building permit application # 11-4592, for the 600 square foot addition of a nonconforming use to a nonconforming existing storage building. The property is located at 208 Telegraph Lane, within the HRO zoning district. As I understand from our overview of the application, the proposal is to expand the commercial storage operations on-site. Section 122-32 (d) of the Land Development Regulations provides that, "A nonconforming use shall not be extended, expanded, enlarged, or increased in intensity. This prohibition shall include but not be limited to the extension of a nonconforming use within a building or structure or to any other building or structure." Based on my understanding of the building permit application, and interpretation of the Code, the application would not be in comport with the City's zoning regulations.

Please do not hesitate to contact me with any questions or concerns,

*Ashley Monnier
Planner II
City of Key West Planning Department
3140 Flagler Avenue
Key West, Florida 33040
Phone: (305) 809-3725
Fax: (305) 809-3978*

Kevin Bond

From: Ashley Monnier
Sent: Tuesday, December 27, 2011 8:29 AM
To: Carolyn Walker
Subject: RE: 208 Telegraph Lane

Thank you

From: Carolyn Walker [<mailto:cwalker@keywestcity.com>]
Sent: Tuesday, December 27, 2011 8:04 AM
To: Ashley Monnier
Subject: RE: 208 Telegraph Lane

No licensing at that address at all.

CW

From: Ashley Monnier [<mailto:amonnier@keywestcity.com>]
Sent: Thursday, December 22, 2011 2:48 PM
To: Carolyn Walker
Subject: 208 Telegraph Lane

Dear Carolyn, can you tell me what is licensed at 208 Telegraph Lane? Thank you, Ashley



Green Street Condos, LLC
208 Telegraph Lane
Key West, FL

January 3, 2012

Ms Ashley Monnier
City of Key West Planning Dept.

Dear Ms Monnier,

Thank you for the phone call in reference to 208 Telegraph Lane. As you know the property has been used for retail over the past 20 years with Paint a Pot and the T shirt business that was there previous.

We are using the building as our catering office. We hope to clean the property up by being able to build the new structure next to the existing one.

Thank you for your assistance in this matter.

Regards,

A handwritten signature in black ink, appearing to read "Fred Tillman".

Fred Tillman
Kelly's Caribbean Bar and Grill
305 923 4913



THE CITY OF KEY WEST

General Services

P.O.Box 1409, Key West, FL 33040

February 17, 2012

U.S. Post Office
Supervisor of Delivery
400 Whitehead Street
Key West, FL 33040

RE: Confirmation/Correction of Street Addresses
412-416 Greene Street

RE00001490 is located at the corner of Greene Street and Telegraph Lane. The two story structure is historic and was the telegraph office. There are three buildings, two of which face Greene Street and one unit at the rear of 416 Greene Street fronting Telegraph Lane. The addresses are:

416 Greene Street Unit 101 Commercial ground floor unit (currently Key West Aloe)

416 Greene Street Unit 201 Currently vacant unit (may become residential)

208 Telegraph Lane Commercial unit (This address was previously designated and may remain. It was most recently used for storage.)

There are also two one story commercial units on this parcel facing Greene Street which will be known as 412 Greene Street and 414 Greene Street. These units may previously have been known as 412 and 412 1/2 Greene Street. The two story building located at 416 Greene Street may previously have been known as 416 1/2 Greene Street.

Should you have any questions or require further information, please do not hesitate to contact me at (305) 809-3951.

Sincerely,

Doug Bradshaw
Senior Project Manager
General Services

Cc: Revenue Department
OMI
KEYS Energy
FKAA
Southern Bell Telephone
Monroe County Tax Appraiser

Building Department
Planning Department
Waste Management
KWDPD – Officer Hadas
KWFD – Pat Pelletier
Comcast

(305) 809-3951 (305) 809-3951

• ADDRESS CORRECTION
• CONFIRMS PRIOR COMMERCIAL USE
• DOUG BRADSHAW
• CITY OF KEY WEST

May 7, 2013

REF: 208 Telegraph Lane

TO: Key West Planning

Dear Ms Malo;

Thank you for your assistance in starting me on this wonderful journey. I look forward to working with you and Mr. Craig in making Telegraph Lane a better place for our community.

As we discussed the plans for making the foot print larger was rejected by the city. At that meeting it was discovered the possibility of using 208 as a small café less than 8 seats since The Blonde Giraffe had this building leased in the past and had that license in conjunction with 412.

The facility was the leased to the Key Lime factory which continued the use as an eat in cafe. I hope this still applies.

I would like to have a small cafe and bike rental facility at this location if possible.

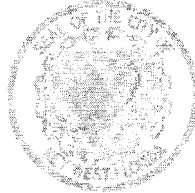
Thank you for your assistance in this matter.

Warmest Regards



Fred Tillman
305 923 4913

capfrod@cofl



THE CITY OF KEY WEST

Post Office Box 1409 Key West FL 33041-1409 (305) 809-3700

August 5, 2013

Via Electronic Mail

Dear Mr. Tilman,

I have reviewed your request for a letter stating that the property addressed as 208 Telegraph can be used for a café and bicycle rental. The City has no licensing record of that location having ever been used commercially. Further, that property is in the HRO zoning district which prohibits commercial uses entirely. Please see the attached code section defining allowed uses. If there are any other questions regarding do not hesitate to contact our office.

Regards,

Brendon Cunningham
Senior Planner

S Aug 15, 2014 2:51:01 PM EDT
 File Edit Commands Help
 SUNGARD PUBLIC SECTOR
 NavLine

Case 14-00000503

- All Actions
- Board Meetings
- Data Actions
- Fees
- Inspections
- Liens
- Names
- Notices
- Other Actions
- Receipts
- Text
- Work Requests

Property Information

Address: 208 TELEGRAPH LN
 KEY WEST, FL 33040

Location ID: 34439

RE #/PARCEL #/TAX ID etc: 0001-4900-000000-

Previous utility acct #:

Zoning: HRCC1 HIGH DENSITY RES

Subdivision:

Case General Information

Case status: CM IN COMPLIANCE

Status date: 3/21/2014

Case type: OBST CE OBSTRUCTION OF STRE

Reported date: 3/04/2014

Origination: CC CITIZEN COMPLAINT

Default inspector: BB Bonnita Badgett

Credit balance: .00

Owner Information

Owner name: GREENE STREET CONDOS LLC

Address: 301 WHITEHEAD ST
 City: KEY WEST, FL 33040

Phone: 0

Notice: Y

Flip:

Violations

Type	Status	Location
Sec. 62-2	CM	

Type	Text
Case narrative	March 4, 2014 1:47:48 PM keywqnp. Received a call from Greg Sullivan that there is trash from Island Bikes in the alleyway.
Violation comments	Sec. 62-2 - IN COMPLIANCE Obstruction on the city sidewalk.
Inspection comments	001 - Initial Inspection Results status INSPECTION... March 5, 2014 8:15:56 AM keywblm. On 3/3 I met with Greg Sullivan on Telegraph lane. The Bicycle Shop on Greene Street is renting 208 Telegraph Lane. They had a pile of debris on the city sidewalk and had been

Print

Cancel

Exit

Refresh

Land Inquiry

Call Inquiry

Print History

Case History Report Submitted

Aug 15, 2014 2:51:22 PM EDT
 File Edit Commands Help
 SUNGARD PUBLIC SECTOR
 NavLine

Case 14-00000503

- All Actions
- Board Meetings
- Data Actions
- Fees
- Inspections
- Liens
- Names
- Notices
- Other Actions
- Receipts
- Text
- Work Requests

Property Information

Address: 208 TELEGRAPH LN
KEY WEST, FL 33040

Location ID: 34439

RE #/PARCEL #/TAX ID etc: 0001-4900-000000-

Previous utility acct #:
Zoning: HRCC1 HIGH DENSITY RES

Subdivision:

Case General Information

Case status: CM IN COMPLIANCE

Status date: 3/21/2014

Case type: OBST CE OBSTRUCTION OF STRE

Reported date: 3/04/2014

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Default inspector: BB Bonnita Badgett

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Owner Information

Owner name: GREENE STREET CONDOS LLC

Address: 301 WHITEHEAD ST
City: KEY WEST, FL 33040

Phone: 0

Notice: Y

Flip:

Violations

Type	Status	Location
Sec. 62-2	CM	

Case Data

Type	Text
	there since last week. I called Fred Tillman the owner of the property and he stated his tenants were supposed to call it in last week. I spoke with the tenant and he said he called Waste Management on Tuesday (3/3) for an estimate . I called Cecil and Greg gave the estimate of 10 yards. Cecil was to call the number he has on file and receive a payment. I will check today.
002 - Follow up Inspection	
Request status	area clear. case close.
Results status	INSPECTION...
	March 21, 2014 9:45:02 AM keywblm.
	In compliance
Board meeting comments	

Case History Report Submitted

Aug 15, 2014 2:51:46 PM EDT
 File Edit Commands Help
 SUNGARD PUBLIC SECTOR
 NavLine

Case 14-00000503

- All Actions
- Board Meetings
- Data Actions
- Fees
- Inspections
- Liens
- Names
- Notices
- Other Actions
- Receipts
- Text
- Work Requests

Property Information

Address: 208 TELEGRAPH LN
KEY WEST, FL 33040

Location ID: 34439

RE #/PARCEL #/TAX ID etc: 0001-4900-000000-

Previous utility acct #:

Zoning: HRCC1 HIGH DENSITY RES

Subdivision:

Case General Information

Case status: CM IN COMPLIANCE

Status date: 3/21/2014

Case type: OBST CE OBSTRUCTION OF STRE

Reported date: 3/04/2014

Origination: CC CITIZEN COMPLAINT

Default inspector: BB Bonnita Badgett

Credit balance: .00

Owner Information

Owner name: GREENE STREET CONDOS LLC

Address: 301 WHITEHEAD ST
KEY WEST, FL 33040

City: KEY WEST, FL 33040

Phone: 0

Notice: Y

Flip:

Violations

Type	Status	Location
Sec. 62-2	CM	

Case Data

Type	Text
Request status	area clear. case close.
Results status	INSPECTION... March 21, 2014 9:45:02 AM keywblm. In compliance
Board meeting comments	
Other action comments	
Land Management information	
Legal description	KW PT LOT7 SQR3 TR3 L-751 M-20 1 PROBATE #84-209-CP-23 OR918-1983 (ORDER OF ADMIN) OR 924-202/2030/C
Lien information	

Print

Cancel

Exit

Refresh

Land Inquiry

Call Inquiry

Print History

Case History Report Submitted