

Staff Report

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



To: Chair and Planning Board Members

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

Through: Thaddeus Cohen, Planning Director

Meeting Date: June 18, 2015

Agenda Item: **Conditional Use – 1100 Truman Avenue (RE # 00033290-000100; AK # 9032222)** – A request for conditional use approval for the renovation of 850 square feet of existing commercial space for a restaurant use on property located within the Historic Neighborhood Commercial - Truman / Simonton (HNC-1) Zoning District pursuant to Sections 122-62 and 122-808(13) of the Land Development Regulations of the Code of Ordinances of the City of Key West, Florida

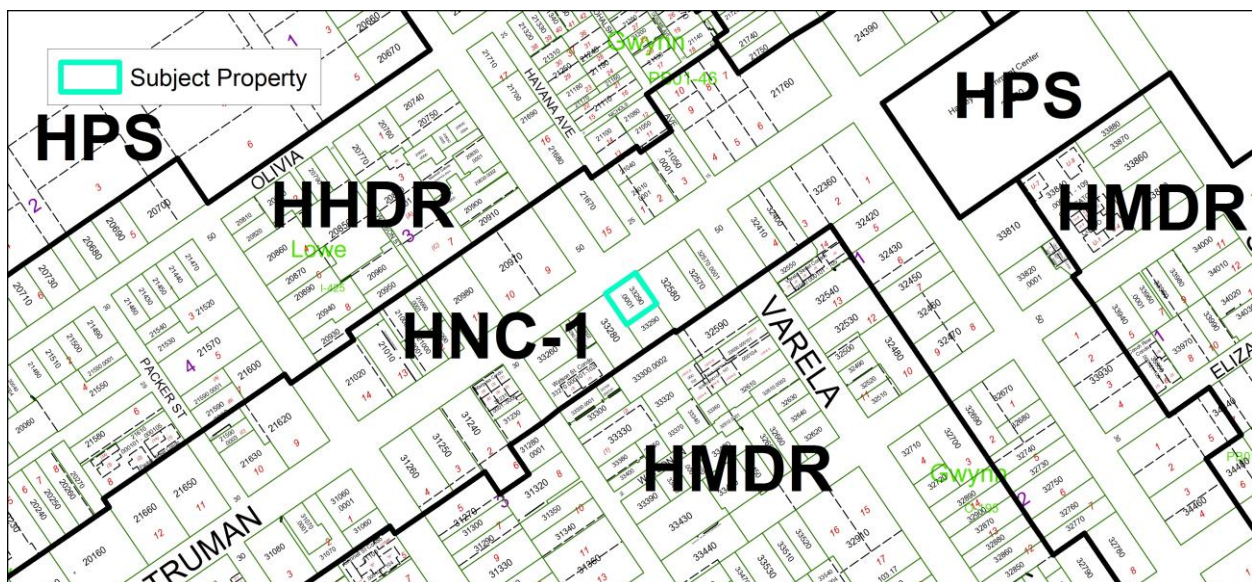
Request: To allow a restaurant use within a 850-SF former commercial retail space.

Applicant: Fadi Khreis of Lulu’s Café Corp d/b/a Pita Pocket

Property Owner: Sonlight Investments, Inc.

Location: 1100 Truman Avenue (RE # 00033290-000100; AK # 9032222)

Zoning: Historic Neighborhood Commercial – Truman / Simonton (HNC-1)



Background:

The property is located near the corner of Truman Avenue and Frances Street and is comprised of a two-story multi-tenant commercial building. The property addresses include 1100 and 1102 Truman Avenue. The proposed restaurant use would be located within one of the two first floor commercial units of the building located at 1100 Truman Avenue and formerly occupied by a variety of retail tenants. The building was constructed circa 1912 according to the 2011 Historic Resources Survey and is a contributing structure within the Key West Historic District. The property has no off-street parking.

Request / Proposed Use:

The proposed use of the approximately 850-square-foot commercial space at 1100 Truman Avenue is a restaurant, which is a conditional use within the HNC-1 Zoning District pursuant to City Code Section 122-808(13). The applicant proposes serving Mediterranean cuisine as dining in and takeout. Compliance with the off-street parking requirements of the LDRs is not triggered as long as the consumption area is limited to nine seats. The applicant proposes eight seats.

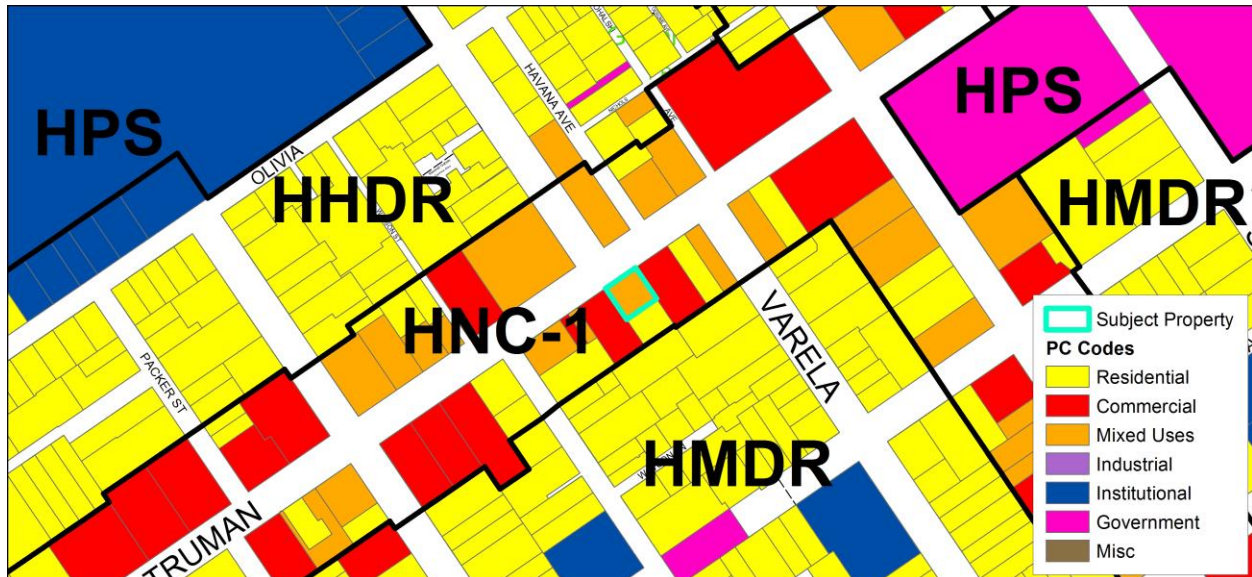
Surrounding Zoning and Uses:

North: HNC-1 and HHDR, Mixed commercial/residential and residential uses

South: HNC-1 and HMDR, Residential uses

East: HNC-1, Mixed commercial/residential, commercial and residential uses

West: HNC-1, Mixed commercial/residential, commercial and residential uses



Process:

Development Review Committee:

April 23, 2015

Planning Board:

June 18, 2015

Local Appeal Period:

10 days

DEO Review:

Up to 45 days

Conditional Use Review

The purpose of conditional use review, pursuant to City Code Section 122-61, is to ensure that a conditional use shall only be permitted on specific sites where the proposed use may be adequately accommodated without generating adverse impacts on properties and land uses within the immediate vicinity. City Code Chapter 122, Article III sets forth provisions and criteria for consideration of conditional uses on specific sites. Conditional uses shall be permitted only upon a finding that the proposed use satisfies this article.

Conditional Use Specific Criteria pursuant to Code Section 122-62

(a) Findings

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

(b) Characteristics of use

The proposed conditional use would utilize an existing 850-square-foot commercial unit of the first floor of the building by changing from a commercial retail use to a restaurant use. The Mediterranean-style restaurant would serve as both an 8-seat dine-in and takeout business. The characteristics of the proposed conditional use are evaluated below.

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

a. Floor area ratio (FAR):

No change in floor area is proposed.

b. Traffic generation:

No change anticipated.

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

The whole 850-square-foot commercial space would be for the restaurant use, including an eight-seat, four-table consumption area.

d. Proposed employment:

Unknown.

e. Proposed number and type of service vehicles:

Staff does not anticipate any adverse impacts from service vehicles.

f. Off-street parking needs:

No off-street parking is currently provided, and none is proposed. The property is not located within the historic commercial pedestrian-oriented area. Compliance with off-

street parking requirements is not triggered unless a need is created for a greater number of parking spaces than that existing due to an increase in capacity by a change of use or addition of floor area or seats. Based on the existing 850 square feet of floor area, the prior retail use required three parking spaces at one space per 300 square feet. The proposed restaurant use could have up to 135 square feet of consumption area at one space per 45 square feet, or the equivalent of nine seats at one seat per 15 square feet or one space per three seats, without exceeding the parking requirement of the prior retail use. The applicant proposes a consumption area with four tables and eight seats. Therefore, no parking need would be generated by the proposed use.

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

a. Utilities

None expected.

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

None expected. Compliance with building codes and life safety codes would be required prior to building permit issuance.

c. Roadway or signalization improvements, or other similar improvements

None expected.

d. Accessory structures or facilities

None expected.

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

None proposed.

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

a. Open space

No change proposed.

b. Setbacks from adjacent properties

No change proposed.

c. Screening and buffers

No change proposed.

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

None proposed.

- e. **Mitigative techniques for abating smoke, odor, noise and other noxious impacts**
No noxious impacts expected.

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

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

(1) Land use compatibility

The proposed use would be located within the existing commercial building. The proposed use is anticipated to be compatible and harmonious with adjacent uses, and would not adversely impact the immediate vicinity.

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

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

(3) Proper use of mitigative techniques

No adverse impacts anticipated.

(4) Hazardous waste

None expected or proposed.

(5) Compliance with applicable laws and ordinances

Comply with all applicable laws and regulations would be required.

(6) Additional criteria applicable to specific land uses

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

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

b. Residential development: N/A

c. Commercial or mixed use development:

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

d. Development within or adjacent to historic district:

The property is located within the Key West Historic District. All applicable future work as a result of this conditional use, if approved, would be subject to review through the Certificate of Appropriateness process for compliance with appearance and design guidelines for historic structures.

- e. **Public facilities or institutional development:** N/A
- f. **Commercial structures, uses and related activities within tidal waters:** N/A
- g. **Adult entertainment establishments:** N/A

RECOMMENDATION:

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

General conditions:

1. All required Certificates of Appropriateness shall be obtained for the proposed development prior to building permit issuance.
2. Building permits shall be obtained for the installation of the necessary kitchen equipment, ADA accessible restroom, fire suppression system, grease interceptor and any life/safety improvements to the satisfaction of the City's Building Official and Fire Marshall.
3. In order to offset the solid waste generated by the proposed use, staff recommends the owner participate in Waste Management's commercial recycling program and/or participate in a certified green business program, such as through Florida Keys Green Living & Energy Education (GLEE).

Conditions prior to issuance of a Certificate of Occupancy and/or Business Tax Receipt:

4. The owner shall obtain and maintain a Conditional Approval Permit, pursuant to City Code Chapter 18, Article XII, Division 1. The City Code Compliance shall inspect the property on an annual basis upon reasonable notice to determine compliance with the conditions of the Planning Board resolution.

Conditions subject to a Conditional Approval Permit, and subject to an associated annual inspection:

5. The consumption area of the approved restaurant use shall not exceed nine (9) seats or 135 square feet, whichever is greater, unless further City approvals are obtained.

Draft Resolution

**PLANNING BOARD
RESOLUTION NO. 2015-**

A RESOLUTION OF THE CITY OF KEY WEST PLANNING BOARD GRANTING WITH CONDITIONS A CONDITIONAL USE APPROVAL FOR THE RENOVATION OF 850 SQUARE FEET OF EXISTING COMMERCIAL RETAIL SPACE FOR A RESTAURANT USE ON PROPERTY LOCATED AT 1100 TRUMAN AVENUE (RE # 00033290-000100; AK # 9032222) WITHIN THE HISTORIC NEIGHBORHOOD COMMERCIAL - TRUMAN / SIMONTON (HNC-1) ZONING DISTRICT PURSUANT TO SECTIONS 122-62 AND 122-808(13) OF THE LAND DEVELOPMENT REGULATIONS OF THE CODE OF ORDINANCES OF THE CITY OF KEY WEST, FLORIDA; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the subject property is located within the Historic Neighborhood Commercial - Truman / Simonton (HNC-1) Zoning District; and

WHEREAS, pursuant to Sections 122-62 and 122-808(13) of the Land Development Regulations (the "LDRs") of the Code of Ordinances (the "Code") of the City of Key West, Florida (the "City"), the applicant filed a conditional use application for the proposed restaurant use within a former commercial retail space on property located at 1100 Truman Avenue; and

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

WHEREAS, this matter came before the Planning Board at a duly noticed public hearing on June 18, 2015; and

WHEREAS, the Planning Board found that the proposed use complies with the criteria in City Code Sections 122-62 and 122-63; and

_____ Chairman
_____ Planning Director

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

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

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

Section 2. That a conditional use request, pursuant to Sections 122-62 and 122-808(13) of the Code of Ordinances of the City of Key West, Florida is hereby approved as follows: allowing a restaurant use with dining-in service for up to eight (8) seats and takeout service on property located at 1100 Truman Avenue (RE # 00033290-000100; AK # 9032222), with the following conditions:

General conditions:

1. All required Certificates of Appropriateness shall be obtained for the proposed development prior to building permit issuance.
2. Building permits shall be obtained for the installation of the necessary kitchen equipment, ADA accessible restroom, fire suppression system, grease interceptor and any life/safety improvements to the satisfaction of the City's Building Official and Fire Marshall.
3. In order to offset the solid waste generated by the proposed use, staff recommends the owner participate in Waste Management's commercial recycling program and/or participate in a certified green business program, such as through Florida Keys Green Living & Energy Education (GLEE).

Conditions prior to issuance of a Certificate of Occupancy and/or Business Tax

Receipt:

4. The owner shall obtain and maintain a Conditional Approval Permit, pursuant to City Code Chapter 18, Article XII, Division 1. The City Code Compliance shall inspect the property on an annual basis upon reasonable notice to determine compliance with the above general conditions.

Conditions subject to a Conditional Approval Permit, and subject to an associated annual inspection:

5. The consumption area of the approved restaurant use shall not exceed nine (9) seats or 135 square feet, whichever is greater, unless further City approvals are obtained.

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

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

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

Section 6. This resolution is subject to appeal periods as provided by the City of Key West Code of Ordinances (including the Land Development Regulations). After the City appeal period has expired, this permit or development order will be rendered to the Florida Department of

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

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

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

Richard Klitenick, Planning Board Chair

Date

Attest:

Thaddeus Cohen, Planning Director

Date

Filed with the Clerk:

Cheryl Smith, City Clerk

Date

_____ Chairman
_____ Planning Director

Application

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



Development Plan & Conditional Use Application **RECEIVED**

Applications will not be accepted unless complete **MAR 31 2015**

Development Plan
 Major _____
 Minor _____

Conditional Use
 X

CITY OF KEY WEST
PLANNING DEPT.
 Historic District
 Yes _____
 No _____

Please print or type:

- 1) Site Address 1100 TRUMAN AVENUE
- 2) Name of Applicant FADI KHREIS - LULU'S CAFE CORP - DBA: PITA POCKET
- 3) Applicant is: Owner _____ Authorized Representative (attached Authorization and Verification Forms must be completed)
- 4) Address of Applicant 3920 S. ROOSEVELT BLVD. #402N. KEY WEST, FL
- 5) Applicant's Phone # 305 778 7238 Email _____
- 6) Email Address: JoeFratelli@yahoo.com
- 7) Name of Owner, if different than above SONLIGHT INVESTMENTS INC. - ILENE WALLMUELLER
- 8) Address of Owner 145 S. Ocean Ave. # 716, Palm Beach Shores, FL 33404
- 9) Owner Phone # 561-523-0626 Email FRANKWALLMUELLER@gmail.com
- 10) Zoning District of Parcel HNC-1 RE# 00033290-000100
- 11) Is Subject Property located within the Historic District? Yes No _____
 If Yes: Date of approval _____ HARC approval # _____
 OR: Date of meeting _____

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

The proposed use for this business will be for mediterranean Cuisine, dining in and takeout. There will be 4 tables with a total of 8 Seats. The Sole purpose will be for the Sale of pita Sandwiches and other platters, only Food business.

850 SF

DEVELOPMENT PLAN AND CONDITIONAL USE APPLICATION

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



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

If Yes: Date of approval _____ Resolution # _____

Attach resolution(s).

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

Yes ____ No ____

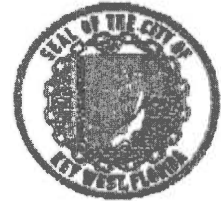
If Yes, describe and attach relevant documents.

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

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

Authorization Form

**City of Key West
Planning Department**



Authorization Form
(Where Owner is a Business Entity)

Please complete this form if someone other than the owner is representing the property owner in this matter.

I, Ilene Wallmuller as
Please Print Name of person with authority to execute documents on behalf of entity

President of SONLIGHT INVESTMENTS, Inc.
Name of office (President, Managing Member) *Name of owner from deed*

authorize Fadi Khreis
Please Print Name of Representative

to be the representative for this application and act on my/our behalf before the City of Key West.

Ilene Wallmuller
Signature of person with authority to execute documents on behalf on entity owner

Subscribed and sworn to (or affirmed) before me on this 23rd day of October, 2014
Date

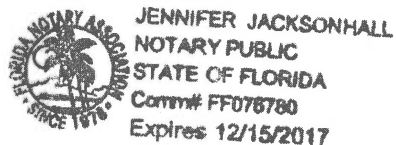
by Ilene Wallmuller
Name of person with authority to execute documents on behalf on entity owner

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

[Signature]
Notary's Signature and Seal

Jennifer Jackson-Hall
Name of Acknowledger typed, printed or stamped

FF 076780
Commission Number, if any





Detail by Entity Name

Florida Profit Corporation

SONLIGHT INVESTMENTS, INC

Filing Information

Document Number	P02000119870
FEI/EIN Number	061661429
Date Filed	11/08/2002
Effective Date	11/07/2002
State	FL
Status	ACTIVE

Principal Address

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

Changed: 09/22/2014

Mailing Address

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

Changed: 09/22/2014

Registered Agent Name & Address

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

Address Changed: 09/22/2014

Officer/Director Detail

Name & Address

Title P

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

Title Secretary

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

Annual Reports

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

Document Images

01/13/2015 -- ANNUAL REPORT	View image in PDF format
09/22/2014 -- AMENDED ANNUAL REPORT	View image in PDF format
02/04/2014 -- ANNUAL REPORT	View image in PDF format
01/02/2013 -- ANNUAL REPORT	View image in PDF format
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01/04/2005 -- ANNUAL REPORT	View image in PDF format
02/24/2004 -- ANNUAL REPORT	View image in PDF format
06/09/2003 -- ANNUAL REPORT	View image in PDF format
11/08/2002 -- Domestic Profit	View image in PDF format

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[Vwdwh#:#Hrculgd/#Ghsdwp hqwh:#i#vwdwh](#)

Verification Form

City of Key West
Planning Department



Verification Form

(Where Authorized Representative is an entity)

I, FADI KHREIS, in my capacity as _____
(print name) *(print position; president, managing member)*

of LULU'S CAFE
(print name of entity serving as Authorized Representative)

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

1100 TRUMAN AVE KEYWEST FL. 33040
Street Address of subject property

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

[Signature]
Signature of Authorized Representative

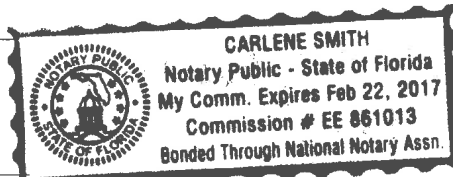
Subscribed and sworn to (or affirmed) before me on this 3/19/15 by _____
date

Fadi Ali Khreis
Name of Authorized Representative

K620-241-66-12P-D

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

[Signature]
Notary's Signature and Seal



Name of Acknowledger typed, printed or stamped

Commission Number, if any

FLORIDA DEPARTMENT OF STATE
DIVISION OF CORPORATIONS

Detail by Entity Name

Florida Profit Corporation

LULU'S CAFE CORP

Filing Information

Document Number	P14000068571
FEI/EIN Number	NONE
Date Filed	08/18/2014
Effective Date	08/17/2014
State	FL
Status	ACTIVE

Principal Address

1100 TRUMAN AVENUE
KEY WEST, FL 33040

Mailing Address

1100 TRUMAN AVENUE
KEY WEST, FL 33040

Registered Agent Name & Address

KHREIS, FADI
1100 TRUMAN AVENUE
KEY WEST, FL 33040

Officer/Director Detail

Name & Address

Title P

KHREIS, FADI
1100 TRUMAN AVENUE
KEY WEST, FL 33040

Annual Reports

No Annual Reports Filed

Document Images

[08/18/2014 -- Domestic Profit](#)

View image in PDF format

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Deed

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

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

DEED DOC STAMPS 3290.00
01/09/2003 DEP CLK

File No.: 86467

WARRANTY DEED

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

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

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

Sonlight Investments, Inc., a Florida Corporation

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

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

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

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

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

ACCESS EASEMENT;

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

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

Parcel Identification Number: **0033290-000000 AK 1034070**

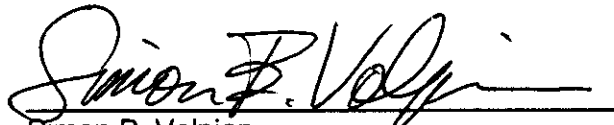
Subject to covenants, conditions, restrictions and easements of record and taxes for the current year.

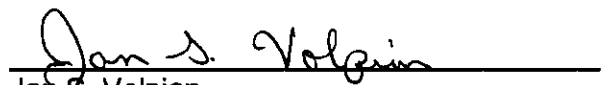
Together with all the tenements, hereditaments and appurtenances thereto belonging or in any way appertaining.

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


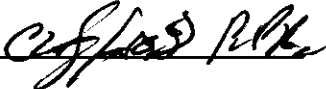
And the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful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

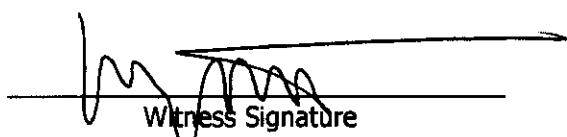
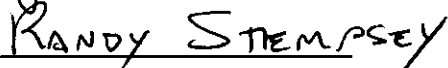
In Witness Whereof, the grantor has hereunto set their hand(s) and seal(s) the day and year first above written.


Simon B. Volpian


Jan S. Volpian

Signed, sealed and delivered in our presence:



Witness Signature
Print Name: 


Witness Signature
Print Name: 

State of FL

County of Monroe

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


NOTARY PUBLIC Clifford P. Bac

Printed Name of Notary: CLIFFORD P. BAC
My Commission Expires: Notary Public - State of Florida
My Comm. Expires Aug 8, 2008
Commission # LD 136221
Bonded by National Notary Assn.

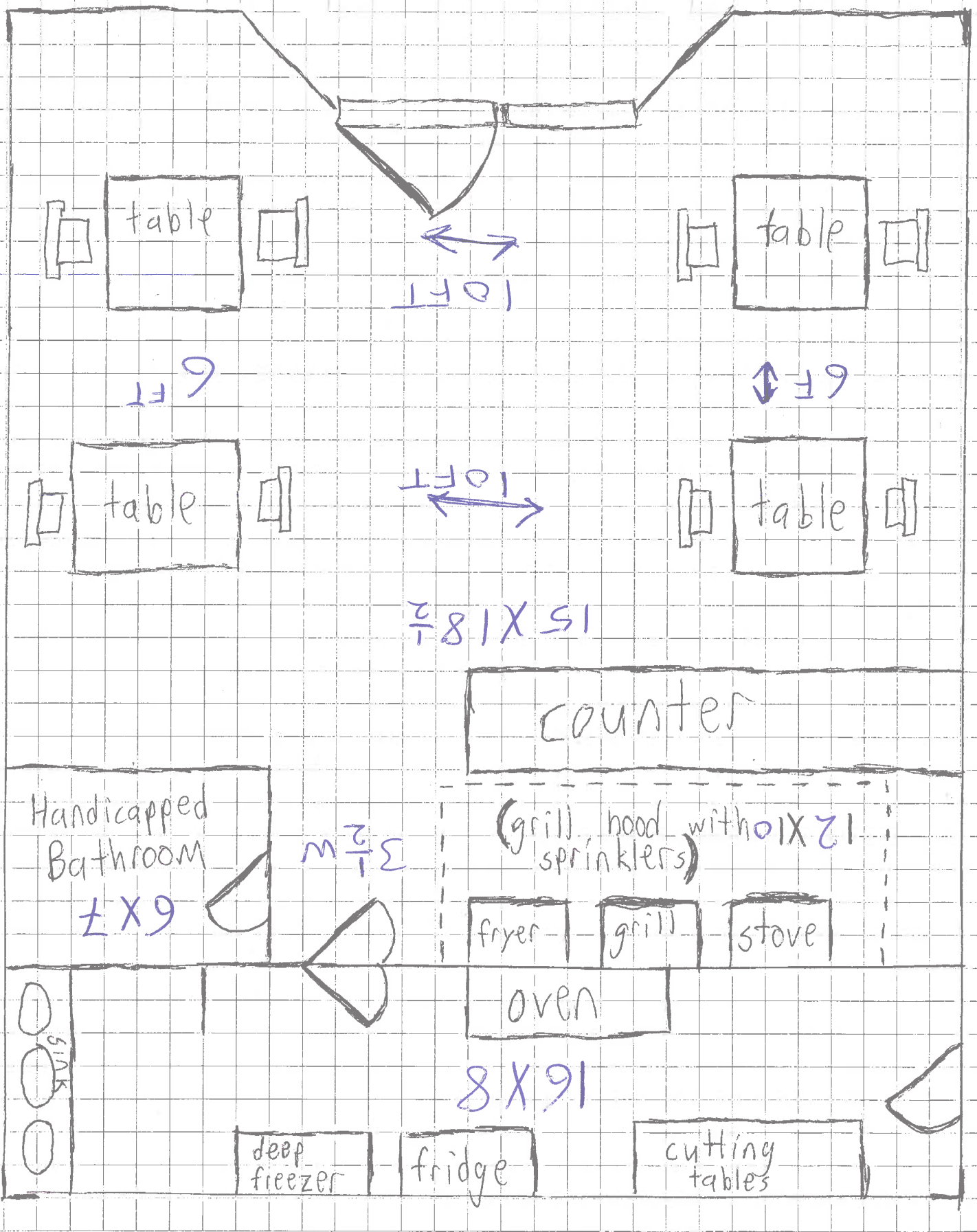
MONROE COUNTY
OFFICIAL RECORDS

Survey

Plans

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1100 Truman

Site Photos

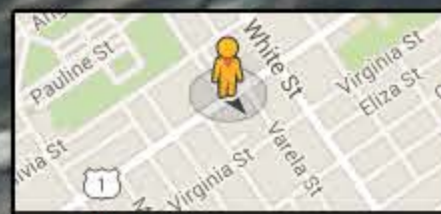
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Key West, Florida

Street View - Apr 2011

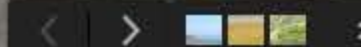
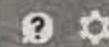
Proposed
Restaurant
Location

Haitianz Art Co.
SINCE 1977



Back to Map

Google



DRC Minutes/Comments

DRC Meeting – Thursday, April 23, 2015
Engineering Services – Review Comments
Gary Volenec, P.E.

- 12** Revocable License - 730 Duval Street (RE # 00016140-000000; AK # 1016527) - A request for a revocable license for a nonpermanent use of City property to place three (3) high top tables and six (6) stools on property located within the Historic Residential Commercial Core – Duval Street Gulfside (HRCC-1) zoning district

Response: Object to use of City ROW for dining/drinking directly alongside roadway. Planning should also consult with City Risk Management on proposal before any decision is made.

- 13** Variance - 524 Front Street (RE # 00000330-000000; AK # 1000329) - A request for variance to building coverage in order to construct a covered entryway over an existing second floor entrance on property located in the Historic Residential Commercial Core - Duval Street Gulfside (HRCC-1) zoning district

Response: No Comment

- 14** Conditional Use - 1100 Truman Avenue (RE # 00033290-000100; AK # 9032222) - A request for conditional use approval for the renovation of 850 square feet of existing commercial space for restaurant use on property located within the Historic Neighborhood Commercial - Truman/Simonton (HNC-1) Zoning District

Response: No Comment

- 15** Variance - 618 Free School Lane (RE # 00009000-000000; AK # 1009261) - A request for variance to minimum side yard setbacks in order to construct a single-family residence on property located within the Historic High Density Residential (HHDR) zoning district

Response: No Comment

- 16** Variance - 706 Catherine Street (RE # 00030900-000109; AK # 8761708) - A request for variances to minimum side yard setbacks, maximum building coverage and impervious surface ratio in order to construct a two-story residential addition on property located within the Historic Medium Density Residential (HMDR) zoning district

Response: No Comment

- 17** Variance - 830-832 Johnson Lane (RE # 00020260-000000; AK # 1021008 and AK # 00020270-000000; AK # 1021016) - A request for variances to maximum building coverage, maximum impervious surface ratio and minimum rear yard setback in order to construct an addition and decking on a rear structure on property located within the Historic High Density Residential (HHDR) zoning district

Response: No Comment



**OFFICE OF THE FIRE MARSHAL
MEMORANDUM**

DATE: 04/23/2015
TO: DRC
FROM: Jason Barroso, Fire Inspector

SUBJECT: DRC- April, 2015-Summary

- ✚ 805-809 Truman Ave. – Lot Split – 5 ft. clearance with new lot split; maintain 5 ft. clearance of obstructions for new lot split
- ✚ 4 Lopez/816 Eaton St. – Lot Split – Postponed - 5 ft. clearance with new lot split; maintain 5 ft. clearance of obstructions for new lot split
- ✚ 700 Eaton St. – Minor Development Plan – 1) Fire Sprinkler system shall be installed. 2) Fire Alarm shall be installed. 3) Shall provide Life Safety Plan prior to Planning Board with additional comments to follow
- ✚ 700 Eaton St. – Variance – 1) Fire Sprinkler system shall be installed. 2) Fire Alarm shall be installed. 3) Shall provide Life Safety Plan prior to Planning Board with additional comments to follow
- ✚ 801 Eaton St. – Conditional Use – Come into compliance with Life Safety codes. Hood/ANSUL system needed.
- ✚ 1028-1030 Truman Ave. – Variance – 1) Possible fire sprinkler. 2) Look at side setback variance. 3) Accessibility to structure in back. 4) Life Safety plan
- ✚ Mallory Square – Major Development Plan – 1) Fire Sprinkler system shall be required & Alarm. 2) Accessibility. 3) Life Safety Plan needed
- ✚ 3500 N. Roosevelt Blvd. – Minor Development Plan – Life Safety plan needed
- ✚ 2201 Staples Ave. – Variance – Need information on setback variance; will require 5 ft. setback free & clear of any obstructions for accessibility

- # 1415 Olivia St. – Revocable License – No comments at this time
- # 801 Duval St. – Revocable License – Fire Marshal has a Life Safety issue and needs information from Planning Dept. on master plan for Duval St. corridor.
- # 730 Duval St. – Revocable License - Fire Marshal has a Life Safety issue and needs information from Planning Dept. on master plan for Duval St. corridor.
- # 524 Front St. – Variance – Maintain 2.5 ft. code requirement setback free & clear of any obstructions for accessibility
- # 1100 Truman Ave. – Conditional Use – Come into compliance with Life Safety codes and Building Codes change of use.
- # 618 Free School Ln – Variance – No comments at this time.
- # 706 Catherine St. – Variance – Life Safety concerns for accessibility; maintain 5 ft. setback free & clear of any obstructions including any utilities
- # 830-832 Johnson Ln – Variance – Maintain 5 ft. setbacks free & clear of any obstructions; Life Safety concerns with accessibility
- # 2215 Flagler Ave. – Change of Non-Conforming Use – Come into compliance with Life Safety codes prior to any occupancy.
- # 1103-1107 Simonton St. – Conditional Use – Come into compliance with Life Safety codes prior to occupancy with Fl. Life Safety codes.



(305) 295-1000
1001 James Street
PO Box 6100
Key West, FL 33040-6100
www.KeysEnergy.com

UTILITY BOARD OF THE CITY OF KEY WEST

April 22, 2015

Planning Director
City of Key West
PO Box 1409
Key West, Florida 33040

RE: DEVELOPMENT REVIEW COMMITTEE
KEYS ENERGY SERVICES COMMENTS FOR MEETING OF APRIL 23, 2015

Dear Planning Director:

Keys Energy Services (KEYS) received the Development Review Committee Agenda for April 23, 2015. KEYS reviewed the items that will be discussed at the City's Development Review Committee meeting.

Below are KEYS' comments:

1. LOCATION: 805-809 Truman Avenue – Lot Split
COMMENT: KEYS has no objections to the lot split.
2. LOCATION: 4 Lopez/816 Eaton – Lot Split
COMMENT: KEYS has no objections to the lot split.
3. LOCATION: 700 Eaton Street – Minor Development Plan
COMMENT: KEYS is requesting a full set of plans and a project review form to ensure the applicant and surrounding customers with adequate power.
4. LOCATION: 700 Eaton Street – Variance
COMMENT: KEYS has no objections to the variance request.
5. LOCATION: 801 Eaton Street – Conditional Use
COMMENT: KEYS has no objections to the conditional use request.
6. LOCATION: 1028-1030 Truman Avenue – Variance
COMMENT: KEYS is requesting a full set of plans and a project review form to ensure the applicant and surrounding customers with adequate power.

7. LOCATION: Mallory Square – Major Development Plan
COMMENT: KEYS is requesting a full set of plans and a project review form to ensure the applicant and surrounding customers with adequate power. KEYS recommends the installation of underground high voltage distribution facilities to a pad mount transformer.
8. LOCATION: 3500 North Roosevelt Blvd – Minor Development Plan
COMMENT: KEYS is requesting a full set of plans and a project review form to ensure the applicant and surrounding customers with adequate power. This information will help determine if a new transformer needs to be installed.
9. LOCATION: 2201 Staples Avenue – Variance
COMMENT: KEYS has no objections to the variance request.
10. LOCATION: 1415 Olivia Street – Revocable License
COMMENT: KEYS has no objections to the revocable license.
11. LOCATION: 801 Duval Street – Revocable License
COMMENT: KEYS has no objections to the revocable license.
12. LOCATION: 730 Duval Street – Revocable License
COMMENT: KEYS has no objections to the revocable license.
13. LOCATION: 524 Front Street – Variance
COMMENT: KEYS objects to this application. The installation of this new awning will limit or eliminate KEYS' access to our pad mounted transformer. KEYS needs to have full access by truck to be able to work on our equipment, and feel this will be a safety hazard for our personnel.
14. LOCATION: 1100 Truman Avenue – Conditional Use
COMMENT: KEYS is requesting a full set of plans and a project review form to ensure the applicant and surrounding customers with adequate power.
15. LOCATION: 618 Free School Lane – Variance
COMMENT: KEYS is requesting a full set of plans and a project review form to ensure the applicant and surrounding customers with adequate power.
16. LOCATION: 706 Catherine Street – Variance
COMMENT: The service drop to the first meter center will need to be relocated and upgraded to a new location. In addition, KEYS is requesting a full set of plans and a project review form.
17. LOCATION: 830-832 Johnson Lane – Variance
COMMENT: KEYS has no objections to the variance request.
18. LOCATION: 2215 Flagler Avenue – Change of Non-Conforming Use
COMMENT: KEYS has no objections to the change of non-conforming use.
19. LOCATION: 1103-1107 Simonton Street – Conditional Use
COMMENT: KEYS is requesting a full set of plans and a project review form to ensure the applicant and surrounding customers with adequate power.

Thank you for giving KEYS the opportunity to participate in the City's review process. If you have any questions, please call me at 295.1055.

Sincerely,



Matthew Alfonso
Supervisor of Engineering
Matthew.Alfonso@KeysEnergy.com

MA/mpa

Copied via electronic mail:

L. Tejada, General Manager & CEO
J. Wetzler, Asst. General Manager & CFO
D. Finigan, Director of Engineering & Control
E. Zarate, Director of Customer Services
File: PLI-132

730 Duval Street

Revocable License

No comments.

524 Front Street

Building Coverage Variance

Please confirm rainwater runoff from new roof will not fall onto adjacent property.

1100 Truman Avenue

Conditional Use

Solid Waste

Please provide a site plan that shows the location for trash and recycling storage. In accordance with Sec. 108-279, trash and recycling storage areas shall be screened from adjacent property and public view. **Significant cost savings will be realized by recycling.**

Sanitary Sewer

Please install a grease interceptors to receive flows from the kitchen, separate from restrooms. Grease interceptor sizing shall be based on kitchen fixture capacity or in accordance with FL Building Code: Plumbing Section 1003.

618 Free School Lane

Side Yard Setback Variance

Stormwater

Please provide stormwater management plan that provides one-inch of treatment volume for the lot area, allowing for a 50% credit for the utilization of swales, 447 cubic feet of swale volume. Please provide dimension detail section for each swale.

706 Catherine Street

Building Coverage, Impervious Surface Ratio, and Side Yard Setback Variances

Please install roof gutters and direct downspouts back onto property, into landscaped areas.

830-832 Johnson Lane

Building Coverage, Impervious Surface Ratio, Rear Yard Setback, Open Space Variances

Please provide stormwater management plan that provides one-inch of treatment volume for the lot area.

Please install roof gutters and direct downspouts back onto property, into swales and landscaped areas.

2215 Flagler Avenue

Change of Non-Conforming Use

Solid Waste

Please provide a site plan that shows the location for trash and recycling storage. In accordance with Sec. 108-279, trash and recycling storage areas shall be screened from adjacent property and public view. **Significant cost savings will be realized by recycling.**

1103-1107 Simonton Street

Conditional Use

No comments.

Other Information

Commercial Lease

This lease is made between SONLIGHT INVESTMENTS, INC.
of 145 S. Ocean Ave. #716, Palm Beach Shores, FL 33404, herein called Lessor, and
FADI KHREIS, of 3920 S. ROOSAVELT BLVD.,
#402N, Key West, FL 33040, herein called Lessee. Lessee hereby offers to lease from Lessor the
premises situated in the City of KEY WEST, County of MONROE
State of FLORIDA, described as 1100 TRUMAN AVE (LEFT SIDE RETAIL
SPACE), KEY WEST, FL 33040

upon the following TERMS and CONDITIONS:

1. Term and Rent. Lessor demises the above premises for a term of FIVE years, commencing 8/15/14
~~-----, 20-----~~, and terminating on 8/14/2019, ~~-----, 20-----~~, or sooner as provided herein at the annual rental
of _____ Dollars (\$ _____) payable in equal installments in advance on the first day
of each month for that month's rental, during the term of this lease. All rental payments shall be made to Lessor, at the address
specified above.

2. Use. Lessee shall use and occupy the premises for SANDWICH SHOP/CAFE. The premises shall
be used for no other purpose. Lessor represents that the premises may lawfully be used for such purpose. Lessee shall not use
the premises for the purposes of storing, manufacturing or selling any explosives, flammables, or other inherently dangerous
substance, chemical, thing, or device.

3. Care and Maintenance of Premises. Lessee acknowledges that the premises are in good order and repair, unless
otherwise indicated herein. Lessee shall, at his own expense and at all times, maintain the premises in good and safe condition,
including plate glass, electrical wiring, plumbing and heating installations and any other system or equipment upon the premises
and shall surrender the same, at termination hereof, in as good condition as received, normal wear and tear excepted. Lessee
shall be responsible for all repairs required, excepting the roof, exterior walls, structural foundations, and: WATER,

SEWER AND GARBAGE.

IF LESSEE IS REQUIRED TO HAVE COMMERCIAL TRASH PICKUP, THE LESSEE
WILL BE RESPONSIBLE FOR THIS EXPENSE.

which shall be maintained by Lessor. Lessee shall also maintain in good condition such portions adjacent to the premises, such
as sidewalks, driveways, lawns and shrubbery, which would otherwise be required to be maintained by Lessor.

4. Alterations. Lessee shall not, without first obtaining the written consent of Lessor, make any alterations, additions, or
improvements, in, to or about the premises.

5. Ordinances and Statutes. Lessee shall comply with all statutes, ordinances and requirements of all municipal, state and
federal authorities now in force, or which may hereafter be in force, pertaining to the premises, occasioned by or affecting the
use thereof by Lessee.

6. Assignment and Subletting. Lessee shall not assign this lease or sublet any portion of the premises without prior written
consent of the Lessor, which shall not be unreasonably withheld. Any such assignment or subletting without consent shall be
void and, at the option of the Lessor, may terminate this lease.

7. Utilities. All applications and connections for necessary utility services on the demised premises shall be made in the name
of Lessee only, and Lessee shall be solely liable for utility charges as they become due, including those for sewer, water, gas,
electricity, and telephone services. In the event that any utility or service provided to the premises is not separately metered,
Lessor shall pay the amount due and separately invoice Lessee for Lessee's pro rata share of the charges. Tenant shall pay such
amounts within fifteen (15) days of invoice. Lessee acknowledges that the leased premises are designed to provide standard of-
fice use electrical facilities and standard office lighting. Lessee shall not use any equipment or devices that utilize excessive elec-
trical energy or that may, in Lessor's reasonable opinion, overload the wiring or interfere with electrical services to other tenants.

8. Entry and Inspection. Lessee shall permit Lessor or Lessor's agents to enter upon the premises at reasonable times and
upon reasonable notice, for the purpose of inspecting the same, and will permit Lessor at any time within sixty (60) days prior to
the expiration of this lease, to place upon the premises any usual "To Let" or "For Lease" signs, and permit persons desiring to

F-K

shall have been so terminated by Lessor, Lessor may at any time thereafter resume possession of the premises by any lawful means and remove Lessee or other occupants and their effects. No failure to enforce any term shall be deemed a waiver.

16. Security Deposit. Lessee shall deposit with Lessor on the signing of this lease the sum of Twenty-nine hundred Dollars (\$ 2,900.00) as security for the performance of Lessee's obligations under this lease, including without limitation the surrender of possession of the premises to Lessor as herein provided. If Lessor applies any part of the deposit to cure any default of Lessee, Lessee shall on demand deposit with Lessor the amount so applied so that Lessor shall have the full deposit on hand at all times during the term of this lease.

17. Tax Increase. In the event there is any increase during any year of the term of this lease in the City, County or State real estate taxes over and above the amount of such taxes assessed for the tax year during which the term of this lease commences, whether because of increased rate or valuation, Lessee shall pay to Lessor upon presentation of paid tax bills an amount equal to 25 % of the increase in taxes upon the land and building in which the leased premises are situated. In the event that such taxes are assessed for a tax year extending beyond the term of the lease, the obligation of Lessee shall be proportionate to the portion of the lease term included in such year.

18. Common Area Expenses. In the event the demised premises are situated in a shopping center or in a commercial building in which there are common areas, Lessee agrees to pay his prorata share of maintenance, taxes, and insurance for the common area.

19. Attorney's Fees. In case suit should be brought for recovery of the premises, or for any sum due hereunder, or because of any act which may arise out of the possession of the premises, by either party, the prevailing party shall be entitled to all costs incurred in connection with such action, including a reasonable attorney's fee.

20. Waiver. No failure of Lessor to enforce any term hereof shall be deemed to be a waiver.

21. Notices. Any notice which either party may or is required to give, shall be given by mailing the same, postage prepaid, to Lessee at the premises, or Lessor at the address specified above, or at such other places as may be designated by the parties from time to time.

22. Heirs, Assigns, Successors. This lease is binding upon and inures to the benefit of the heirs, assigns and successors in interest to the parties.

23. Option to Renew. Provided that Lessee is not in default in the performance of this lease, Lessee shall have the option to renew the lease for an additional term of 60 months commencing at the expiration of the initial lease term. All of the terms and conditions of the lease shall apply during the renewal term except that the monthly rent shall be the sum of \$ +3%/year . The option shall be exercised by written notice given to Lessor not less than 30 days prior to the expiration of the initial lease term. If notice is not given in the manner provided herein within the time specified, this option shall expire.

24. Subordination. This lease is and shall be subordinated to all existing and future liens and encumbrances against the property.

25. Radon Gas Disclosure. As required by law, (Landlord) (Seller) makes the following disclosure: "Radon Gas" is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in unknown . Additional information regarding radon and radon testing may be obtained from your county public health unit.

26. Entire Agreement. The foregoing constitutes the entire agreement between the parties and may be modified only by a writing signed by both parties. The following Exhibits, if any, have been made a part of this lease before the parties' execution hereof:

Signed this _____ day of _____, 20_____

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

Lessor: Ilene Wallmueller Ilene Wallmueller for: Sonlight Investments, Inc.

Lessee: Fadi Khreis Dated: 8-12-14
Fadi Khreis Dated: 8/14/2014

F.K.

lease the same to inspect the premises thereafter.

9. Parking. During the term of this lease, Lessee shall have the nonexclusive use in common with Lessor, other tenants of the building, their guests and invitees, of the nonreserved common automobile parking areas, driveways, and foot ways, subject to rules and regulations for the use thereof as prescribed from time to time by Lessor. Lessor reserves the right to designate parking areas within the building or in a reasonable proximity thereto, for Lessee and Lessee's agents and employees. Lessee shall provide Lessor with a list of all license numbers for the cars owned by Lessee, its agents and employees. Separated structured parking, if any, located about the building is reserved for Lessees of the building who rent such parking spaces. Lessee hereby leases from Lessor 0 spaces in such a structural parking area, such spaces to be on a first-come first-served basis. In consideration of the leasing to Lessee of such spaces, Lessee shall pay a monthly rental _____ Dollars (\$ _____) per space throughout the term of the lease. Such rent shall be due and payable each month without demand at the time herein set for the payment of other monthly rentals, in addition to such other rentals.

10. Possession. If Lessor is unable to deliver possession of the premises at the commencement hereof, Lessor shall not be liable for any damage caused thereby, nor shall this lease be void or voidable, but Lessee shall not be liable for any rent until possession is delivered. Lessee may terminate this lease if possession is not delivered within 15 days of the commencement of the term hereof.

11. Indemnification of Lessor. To the extent of the law, Lessor shall not be liable for any damage or injury to Lessee, or any other person, or to any property, occurring on the demised premises or any part thereof. Lessee agrees to indemnify and hold Lessor harmless from any claims for damages which arise in connection with any such occurrence. Said indemnification shall include indemnity from any costs or fee which Lessor may incur in defending said claim.

12. Insurance. Lessee, at his expense, shall maintain plate glass and public liability insurance including bodily injury and property damage insuring Lessee and Lessor with minimum coverage as follows:

Lessee shall provide Lessor with a Certificate of Insurance showing Lessor as additional insured. The Certificate shall provide for a ten-day written notice to Lessor in the event of cancellation or material change of coverage. To the maximum extent permitted by insurance policies which may be owned by Lessor or Lessee, Lessee and Lessor, for the benefit of each other, waive any and all rights of subrogation which might otherwise exist.

If the leased premises or any other part of the building is damaged by fire or other casualty resulting from any act of negligence of Lessee or any of Lessee's agents, employees or invitees, rent shall not be diminished or abated while such damages are under repair, and Lessee shall be responsible for the costs of repair not covered by insurance.

13. Eminent Domain. If the premises or any part thereof or any estate therein, or any other part of the building materially affecting Lessee's use of the premises, shall be taken by eminent domain, this lease shall terminate on the date when title vests pursuant to such taking. The rent, and any additional rent, shall be apportioned as of the termination date, and any rent paid for any period beyond that date shall be repaid to Lessee. Lessee shall not be entitled to any part of the award for such taking or any payment in lieu thereof, but Lessee may file a claim for any taking of fixtures and improvements owned by Lessee, and for moving expenses.

14. Destruction of Premises. In the event of a partial destruction of the premises during the term hereof, from any cause, Lessor shall forthwith repair the same, provided that such repairs can be made within sixty (60) days under existing governmental laws and regulations, but such partial destruction shall not terminate this lease, except that Lessee shall be entitled to a proportionate reduction of rent while such repairs are being made, based upon the extent to which the making of such repairs shall interfere with the business of Lessee on the premises. If such repairs cannot be made within said sixty (60) days, Lessor, at his option, may make the same within a reasonable time, this lease continuing in effect with the rent proportionately abated as aforesaid, and in the event that Lessor shall not elect to make such repairs which cannot be made within sixty (60) days, this lease may be terminated at the option of either party. In the event that the building in which the demised premises may be situated is destroyed to an extent of not less than one-third of the replacement costs thereof, Lessor may elect to terminate this lease whether the demised premises be injured or not. A total destruction of the building in which the premises may be situated shall terminate this lease.

15. Lessor's Remedies on Default. If Lessee defaults in the payment of rent, or any additional rent, or defaults in the performance of any of the other covenants or conditions hereof, Lessor may give Lessee notice of such default and if Lessee does not cure any such default within 10 days, after the giving of such notice (or if such other default is of such nature that it cannot be completely cured within such period, if Lessee does not commence such curing within such 10 days and thereafter proceed with reasonable diligence and in good faith to cure such default), then Lessor may terminate this lease on not less than 10 days' notice to Lessee. On the date specified in such notice the term of this lease shall terminate, and Lessee shall then quit and surrender the premises to Lessor, without extinguishing Lessee's liability. If this lease

F.K

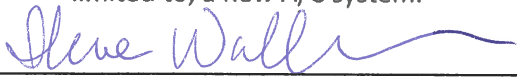
ADDENDUM TO COMMERCIAL LEASE

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

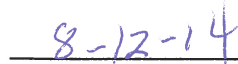
8/11/2014

Lessor and lessee agree to the following terms:

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

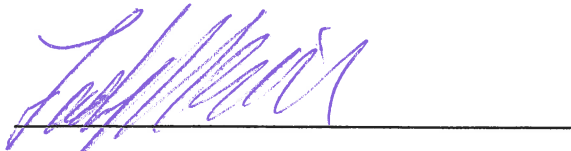


Ilene Wallmueller (Lessor)

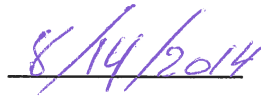


Date

President of Sonlight Investments, Inc.



Fadi Khreis (Lessee)



Date

Property Appraiser Record Card



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

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

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

Property Record Card -

Maps are now launching the new map application version.

Alternate Key: **9032222** Parcel ID: **00033290-000100**

Ownership Details

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

Property Details

PC Code: 12 - STORE/OFF/RES OR COMBINATION
Millage Group: 10KW
Affordable Housing: No
Section-Township-Range: 05-68-25
Property Location: 1100 TRUMAN AVE KEY WEST
Legal Description: KW GWYNN SUB PT OF TR 13 OR1848-1468/70

[Click Map Image to open interactive viewer](#)



Land Details

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

Building Summary

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

Building 1 Details

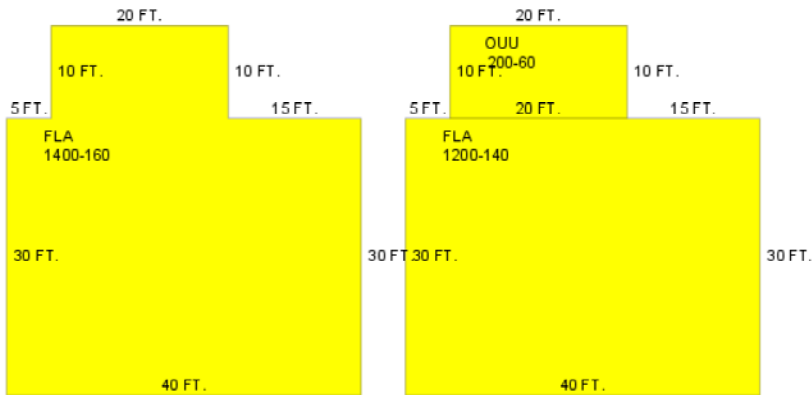
Building Type	Condition E	Quality Grade 400
Effective Age 21	Perimeter 300	Depreciation % 27
Year Built 1928	Special Arch 0	Grnd Floor Area 2,600
Functional Obs 0	Economic Obs 0	

Inclusions:

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

Extra Features:

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



Sections:

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

Interior Finish:

Section Nbr	Interior Finish Nbr	Type	Area %	Sprinkler	A/C
	16792	1 STY STORE-B	100	Y	Y

16793	APTS-B	100	Y	Y
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Exterior Wall:

Interior Finish Nbr	Type	Area %
5804	CONC BLOCK	100

Misc Improvement Details

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

Appraiser Notes

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

Building Permits

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

Parcel Value History

Certified Roll Values.

[View Taxes for this Parcel.](#)

Roll Year	Total Bldg Value	Total Misc Improvement Value	Total Land Value	Total Just (Market) Value	Total Assessed Value	School Exempt Value	School Taxable Value
2014	267,538	711	182,606	450,855	450,855	0	450,855
2013	267,538	711	182,606	450,855	450,855	0	450,855
2012	267,538	725	182,606	450,869	450,869	0	450,869
2011	267,538	743	182,606	450,887	450,887	0	450,887
2010	277,961	768	168,859	447,588	447,588	0	447,588
2009	277,961	788	359,444	638,193	638,193	0	638,193
2008	284,910	818	351,000	636,728	636,728	0	636,728
2007	205,048	812	472,500	678,360	678,360	0	678,360
2006	205,048	832	216,000	421,880	421,880	0	421,880
2005	209,873	862	189,000	399,735	399,735	0	399,735
2004	209,873	887	162,000	350,000	350,000	0	350,000
2003	209,873	907	81,000	350,000	350,000	0	350,000

Parcel Sales History

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

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

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