

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



Variance Application

Please completely fill out this application and attach all necessary documents. This will help our staff to process your request quickly and obtain necessary information without delay. If you have any questions please call 305-809-3720 to schedule an appointment with a Planner.

Please print or type a response to the following:

1. Site Address 529 Caroline St
2. Name of Applicant Julia Woods
3. Applicant is: Owner _____ Authorized Representative
4. Address of Applicant 11 Ventana Lane
Key West, FL 33040
5. Phone # of Applicant 305-849-4301 Mobile# same
6. E-Mail Address sangoma7@yahoo.com
7. Name of Owner, if different than above Patricia Major
8. Address of Owner 44 Palmetto Dr.
Key West, FL 33040
9. Phone # of Owner 305-304-0260
10. Email Address PMajor@comcast.net
11. Zoning District of Parcel HRCC1 RE# 00001220-000000
12. Description of Proposed Construction, Development, and Use
No construction. Conversion of existing carriage house from residential to office / retail for landscaping business.
13. List and describe the specific variance(s) being requested:
Parking



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14. Please fill out the relevant Site Data in the table below. For Building Coverage, Impervious Surface, Open Space and F.A.R provide square footages and percentages.

Site Data Table					
	Code Requirement	Existing	Proposed	Variance Request	
Zoning	HRCC1				
Flood Zone	N/A				
Size of Site	1,216 SF				
Height	12'	12'	No change		
Front Setback		50'	↓		
Side Setback		3'			
Side Setback		3'			
Street Side Setback		50'			
Rear Setback		6'			
F.A.R		.16			
Building Coverage		190			
Impervious Surface		500 SF			
Parking		2			✓
Handicap Parking		0			
Bicycle Parking		0			
Open Space/ Landscaping				No change	
Number and type of units				1	
Consumption Area or Number of seats			N/A		

15. Is Subject Property located within the Historic District? Yes No
 If Yes, attach HARC approval and approved site plans

Meeting Date _____ HARC Approval # _____



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16. Are there any easements, deed restrictions or other encumbrances attached to the subject property? Yes _____ No If Yes, please describe and attach relevant documents

17. Will the work be within the dripline (canopy) of any tree on or off the property?
YES _____ NO

If yes, provide date of landscape approval, and attach a copy of such approval.

This application is pursuant to Section 106-51 & 52 City of Key West Land Development Regulations.

If the applicant would like additional information, electronic version of the City's Code of Ordinances can be found either through www.keywestcity.com, Planning Department archives or at www.municode.com. Once there, search Online Library/Florida/Key West/Chapter 122.

***Please note, variance approvals are quasi-judicial hearings, and it is improper for the owner or signatory to speak to a Planning Board member or City Commissioner about the hearing.**



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Standards for Considering Variances

Before any variance may be granted, the Planning Board and/or Board of Adjustment must find all of the following requirements are met:

1. Existence of special conditions or circumstances. That special conditions and circumstances exist which are peculiar to the land, structure or building involved and which are not applicable to other land, structures or buildings in the same zoning district.

There is no increase in parking impacts as a result of the change of use. In fact the code requirement for parking is actually reduced from 1.0 spaces to .63 space as a result of the change.

2. Conditions not created by applicant. That the special conditions and circumstances do not result from the action or negligence of the applicant.

There is no physical change to the premises as a result of the change of use.

3. Special privileges not conferred. That granting the variance(s) requested will not confer upon the applicant any special privileges denied by the land development regulations to other lands, buildings or structures in the same zoning district.

The proposed use is a matter of right under the Code.



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4. Hardship conditions exist. That literal interpretation of the provisions of the land development regulations would deprive the applicant of rights commonly enjoyed by other properties in this same zoning district under the terms of this ordinance and would work unnecessary and undue hardship on the applicant.

Literal interpretation would prohibit the applicant from a matter of right use in this zoning district.

5. Only minimum variance(s) granted. That the variance(s) granted is/are the minimum variance(s) that will make possible the reasonable use of the land, building or structure.

This is the only variance required.

6. Not injurious to the public welfare. That granting of the variance(s) will be in harmony with the general intent and purpose of the land development regulations and that such variances will not be injurious to the area involved or otherwise detrimental to the public interest or welfare.

The proposed use is consistent with and complimentary to the neighborhood.



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7. Existing nonconforming uses of other property shall not be considered as the basis for approval. That no other nonconforming use of neighboring lands, structures, or buildings in the same district, and that no other permitted use of lands, structures or buildings in other districts shall be considered grounds for the issuance of a variance.

No additional parking impact.

The Planning Board and/or Board of Adjustment shall make factual findings regarding the following:

- That the standards established in subsection (a) have been met by the applicant for a variance.
- That the applicant has demonstrated a "good neighbor policy" by contacting or attempting to contact all noticed property owners who have objected to the variance application, and by addressing the objections expressed by these neighbors. Please describe how you have addressed the "good neighbor policy."



Verification Form

City of Key West
Planning Department



Verification Form

(Where Authorized Representative is an individual)

I, Julia Woods, 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:

529 Caroline St Key West FL
Street address of subject property

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

Julia Woods
Signature of Authorized Representative

Subscribed and sworn to (or affirmed) before me on this Aug 14, 2012 by
date

Julia Woods
Name of Authorized Representative

He/She is personally known to me or has presented Exp R 27343259718 as identification.

[Signature]
Notary's Signature and Seal

Julia Woods
Name of Acknowledger typed, printed or stamped

[Notary Seal]
Commission Number, if any



Authorization Form

**City of Key West
Planning Department**



Authorization Form
(Individual Owner)

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

I, PATRICIA T. MAJOR authorize
Please Print Name(s) of Owner(s) (as appears on the deed)

Julia Woods
Please Print Name of Representative

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

[Signature]
Signature of Owner

[Signature]
Signature of Joint/Co-owner if applicable

Subscribed and sworn to (or affirmed) before me on this 14th August, 2012 by
date

Patricia T. Major
Name of Authorized Representative

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

[Signature]
Notary's Signature and Seal

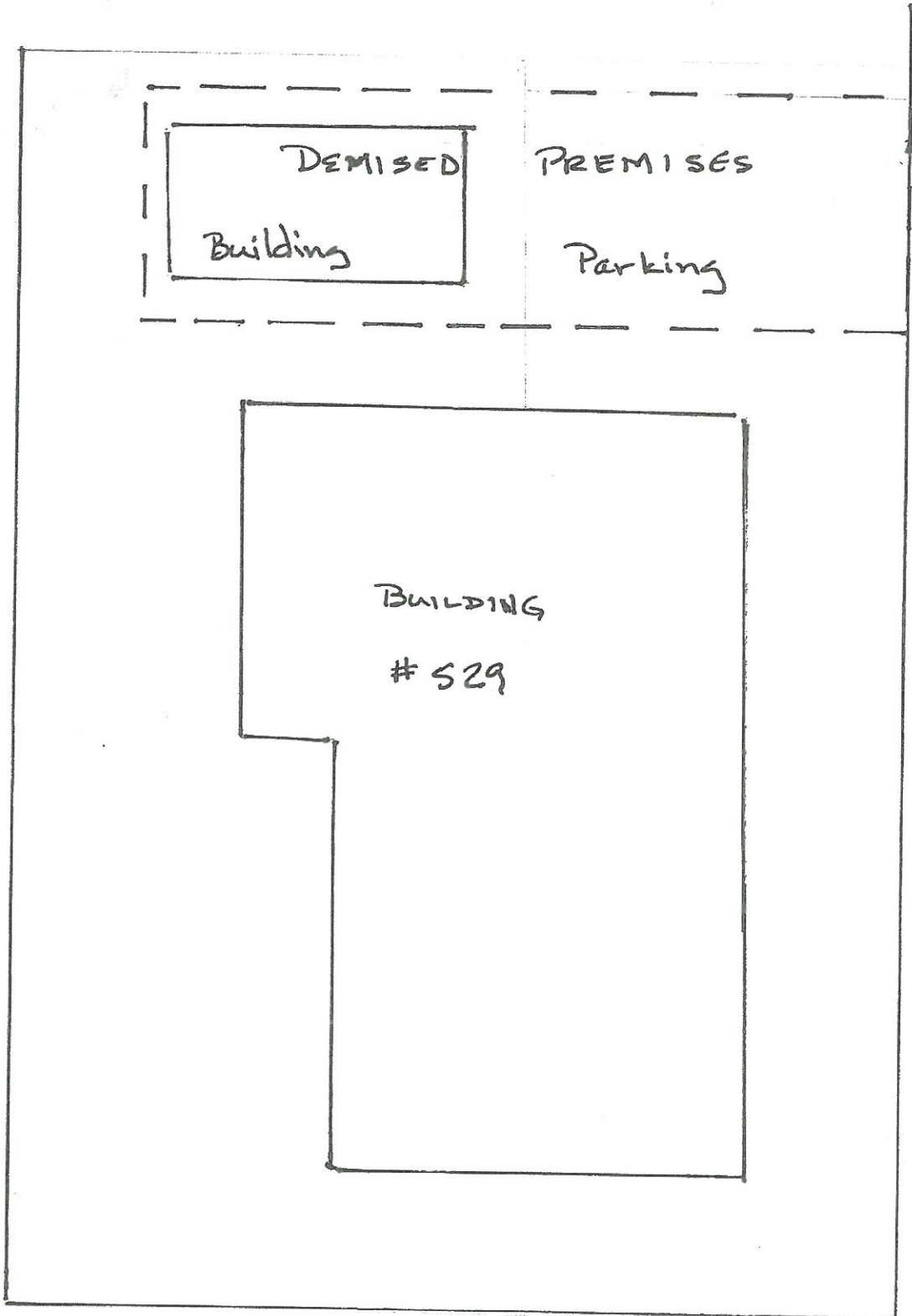
Natalie M. Maddox
Name of Acknowledger typed, printed or stamped



Commission Number, if any

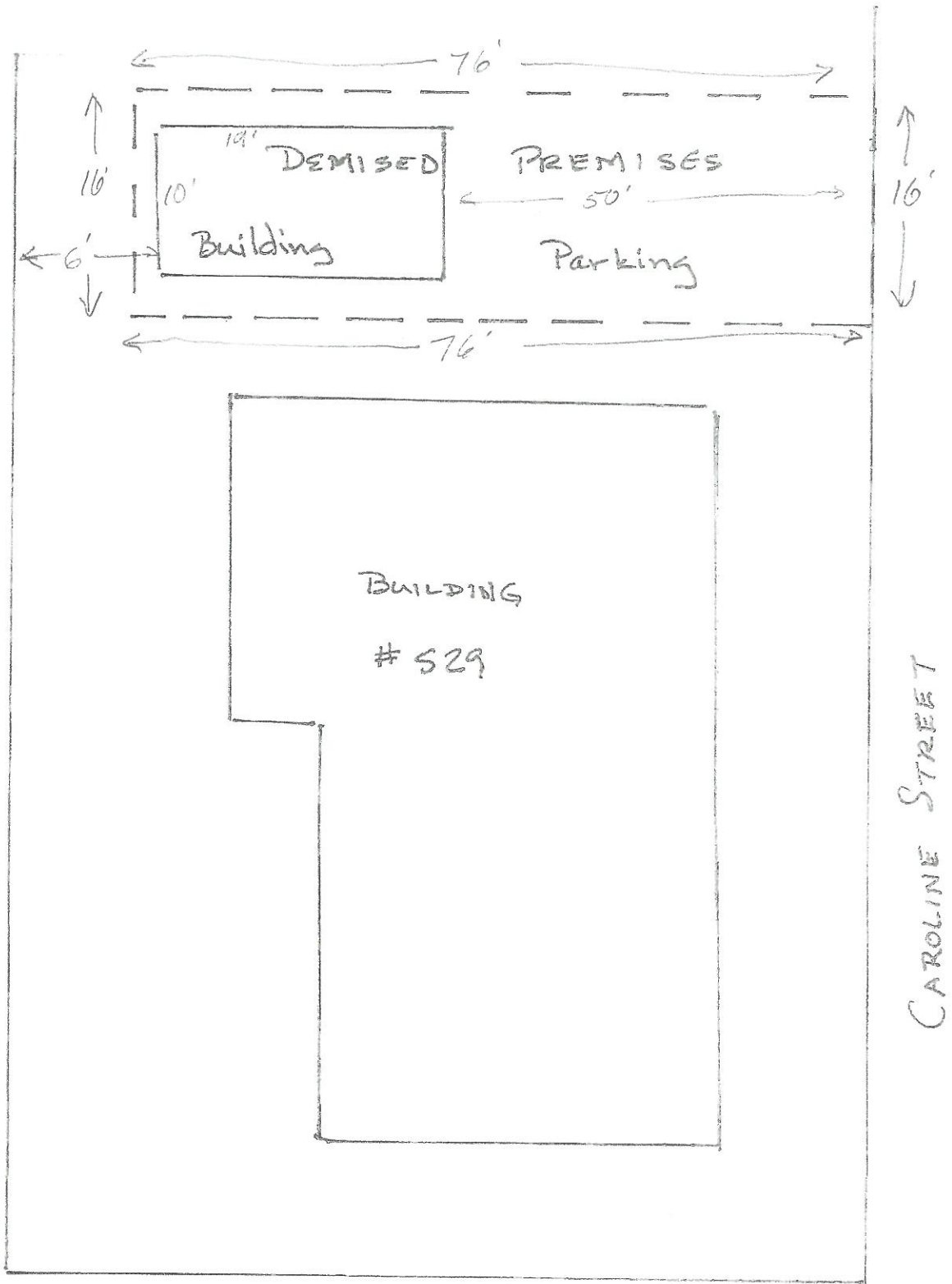


Site Plans



Ex. A





Ex. A



Additional Information

.COMMERCIAL LEASE AGREEMENT

1. Parties. This Lease is made by and between Patricia Majors of Key West, FL, Landlord, and Julia Woods of Key West, FL, Tenant.

2. Premises Being Leased. The premises hereby leased by Tenant from Landlord is a portion of the property known as 529 Caroline Street, Key West, FL and more specifically shown as the "Demised Premises" on Ex. A, attached hereto and incorporated herein. Said premises include a building and the parking area between the building and Caroline Street (hereinafter "the Premises").

3. Term of Lease. The term of the lease shall be for twelve (12) consecutive months commencing five (5) calendar days after the issuance of an Occupational Tax Certificate by the City of Key West authorizing Tenant's proposed use of the Premises (Rent commencement Date). Tenant shall make prompt application for such a Certificate with five (5) calendar days of the execution of this Lease. If no such Certificate is issued within sixty (60) days of the date of this Lease, then this Lease may be voided by either party giving written notice to the other party.

4. Rent. Tenants shall pay rent in advance on the first (1st) day of each calendar month in the amount of one thousand one hundred dollars (\$1,100) for the entire Term of the Lease. Tenant shall also pay all applicable sales tax monthly (currently seven and one-half percent (7.5%) but may vary from time to time), payable on the first (1st) day of each calendar month in addition to the monthly rent. If the Rent Commencement Date begins on a date that is not the first day of the calendar month, rent for that month shall be pro-rated based upon the number of calendar days remaining in the month. Similarly, the last month's rent shall be pro-rated based upon the number of calendar days within the Term of the Lease.

5. Automatic Lease Extension. This lease shall automatically renew from year to year on the annual anniversary of the Lease Commencement Date unless either party gives written notice to the other party of intent not to renew, which notice shall be given at least ninety (90) days prior to the annual anniversary of the Rent Commencement Date.

6. Security Deposit. No security deposit is included in this lease.

7. Improvements by Tenant. Any improvements which Tenant makes to the Demised Premises, both within and without the building, shall be approved by Landlord in advance. Tenant shall incur, at her sole cost, all material and labor costs for any such improvements unless Landlord agrees in writing to bear such expense. Upon completion, said alterations and improvements shall remain with the Premises as the sole property of Landlord.

Tenant shall be responsible for securing all necessary building permits (including any associated costs) to make any such improvements and shall further be responsible for ensuring



that all permits requested by Tenants or any of Tenants' contractors are properly closed upon completion of the Project.

8. Tenant's Use of Premises. Tenant shall use the Premises as retail space for landscape nursery related operations. At all times, Tenants' use of the Premises must remain in compliance with all applicable laws and zoning regulations.

9. Landlord's Representations. Landlord makes no representations as part of this Lease and Tenant, who has had the opportunity to inspect the Demised premises, accepts them as is.

10. Utilities and Services. Landlord shall pay for all utilities and services, including water, sewer, electricity, gas, and garbage removal, directly related to Tenant's use of the Demised Premises other than telephone which shall be the sole expense of Tenant.

11. Signage. Tenant shall be allowed to place signage upon the exterior of the Demised Premises and shall be entitled to add a sub-sign to Landlord's existing sign. All such signs shall be subject to Landlord's prior written permission, which permission shall not be unreasonably withheld. Tenant shall be fully responsible for complying with all laws, ordinances and regulations regarding signage. All such signage shall be removed by Tenant, at Tenant's cost, upon expiration of this Lease, and any damage resulting from such removal shall be repaired at Tenants' cost.

12. Maintenance and Repairs.

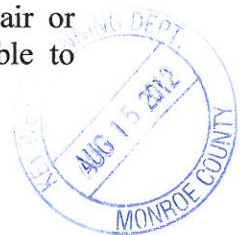
A. Landlord shall maintain, at her sole expense, all necessary repairs to: (1) the roof, structural components, exterior walls, and subfloor (2) the plumbing, electrical, heating, ventilating, and air conditioning system (except for routine maintenance of air conditioning system). Any repairs shall be made in a reasonable time upon reasonable notice by Tenant. However, if Landlord fails to take action on any necessary repairs within seven (7) days of Tenant's notice, Tenant may make the necessary repairs and deduct the cost of said repairs from Tenant's rent due under Paragraph 4.

C. Tenant shall maintain the parking area, common areas, and the interior of the Demised Premises so that the Premises are kept in a safe and attractive condition. Tenant shall conduct routine maintenance of the air conditioning system.

13. Insurance. No insurance requirements are incorporated into this lease.

14. Damage and Destruction.

A. In the event of damage by wind, water or any other source causing intrusion into Tenant's into the Demised Premises, Landlord shall promptly complete the repair or replacement of all damaged property. In the event of substantial damage visible to



customers or interfering with operations, rent shall abate until the repairs or replacements are complete. In the event that any damage to the premises causes Tenant to close her business for a period in excess of thirty (30) days, then Tenant, at her sole option, may terminate the further term of this Lease.

B. **Right to Terminate.** If the Premises are damaged by fire or other insured casualty to an extent that it may not be repaired within thirty (30) days after the damage, then (a) Landlord may terminate this Lease as of the date of such damage by written notice given to Tenants within thirty (30) days of the damage, or (b) Tenant may terminate this Lease as of the date of such damage by written notice given to Landlord within thirty (30) days of the damage . If neither Landlord nor Tenants so elect to terminate this Lease, Landlord will diligently proceed to repair the Premises, and rent will be abated on a pro rata basis during the repair period based on the proportion of the rentable area of the Premises Tenant is unable to use during the repair period.

15. Taxes

A. Landlord shall pay all real property taxes levied and assessed against the Premises during the Term of this Lease.

B. Tenants shall pay all personal property taxes levied and assessed against Tenants' personal property, if any.

16. Subletting and Assignment. Tenant shall not assign this Lease or sublet any part of the Premises without the written consent of Landlord which Landlord may deny for any reason.

17. Notice of Tenant Default. In the event of any alleged default in the obligation of Tenant under this Lease, with the exception of failure to pay rent, Landlord shall deliver to Tenant written notice listing the reasons for Tenant's default, and Tenant will have thirty (30) days following receipt of such notice to cure such alleged default or, in the event the alleged default cannot reasonably be cured within a 30-day period, to commence action and proceed diligently to cure such alleged default. If the Tenant's alleged default is for failure to pay rent, Landlord shall notify Tenant in writing of the default, and Tenants shall have ten (10) days after receipt of notice within which to cure the alleged default.

18. Notice of Landlord Default. In the event of any alleged default in the obligation of Landlord under this Lease, Tenant will deliver to Landlord written notice listing the reasons for Landlord's default and Landlord will have thirty (30) days following receipt of such notice to cure such alleged default or, in the event the alleged default cannot reasonably be cured within a 30-day period, to commence action and proceed diligently to cure such alleged default.

19. Quiet Enjoyment. As long as Tenant is not in default under the terms of this Lease, Tenant will have the right to occupy the Premises peacefully and without interference.



20. Attornment and Nondisturbance. Tenant agree that if any holder of a lien succeeds to Landlord's interest in the Premises, Tenant shall pay to such holder all rents subsequently payable under this Lease. Further, Tenants agree that in the event of the enforcement by the holder of a superior lien of the remedies provided for by law or by such superior lien, Tenant shall, upon request of any person or party succeeding to the interest of Landlord as a result of such enforcement, automatically become the Tenant of and attorn to such successor in interest without change in the terms or provisions of this Lease. Notwithstanding any subordination of this Lease, in no event shall Tenant's right to possession be disturbed, or this Lease be terminated, upon foreclosure of any mortgage, so long as Tenant is not in default hereunder.

21. Eminent Domain. This Lease will become void if any part of the leased Premises are taken by eminent domain. Tenant has the right to receive and keep any amount of money that the agency taking the Premises by eminent domain pays for the value of Tenants's Lease, its loss of business, and for moving and relocation expenses.

22. Entire Agreement. This is the entire agreement between the parties. It replaces and supersedes any and all oral agreements between the parties, as well as any prior writings.

23. Successors and Assignees. This Lease binds and benefits the heirs, successors, and assignees of the parties.

24. Notices. All notices must be in writing. A notice may be delivered to a party at the address that follows a party's signature below or to a new address that a party designates in writing. A notice may be delivered:

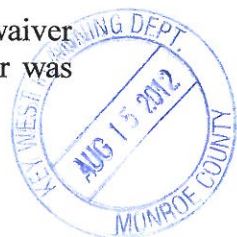
- (1) in person
- (2) by certified mail, or
- (3) by overnight courier.

25. Governing Law. This Lease will be governed by and construed in accordance with the laws of the state of Florida.

26. Counterparts. This Lease may be signed by the parties in different counterparts and the signature pages combined will create a document binding on all parties.

27. Modification. This Lease may be modified only by written agreement signed by the parties.

28. Waiver. If one party waives any term or provision of this Lease at any time, that waiver will only be effective for the specific instance and specific purpose for which the waiver was



given. If either party fails to exercise or delays exercising any of its rights or remedies under this Lease, that party retains the right to enforce that term or provision at a later time.

29. Severability. If any court determines that any provision of this Lease is invalid or unenforceable, any invalidity or unenforceability will affect only that provision and will not make any other provision of this Lease invalid or unenforceable and shall be modified, amended, or limited only to the extent necessary to render it valid and enforceable.

30. Attorney Fees. In the event of litigation to enforce the terms of this leasehold agreement, the prevailing party shall be entitled to an award of reasonable attorney fees.

LANDLORD:

Patricia Majors

Patricia Majors

Dated: 7/2/12

TENANT:

Julia Woods

Julia Woods

Dated: 7/2/12



Business Tax Receipt Application

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

Date Applied 7/2/12

BTR # _____

Phone 305-809-3955

Fax 305-809-3978

Business Type: Plant Nursery

Business Name: _____

Business Location: 529 Cavaleri

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 Zoning _____
 Liability / Worker's Comp
 Fire Inspector 292-8179
 CO / final inspection on any permits Category 11B Fee \$ 194.25
 Monroe County or local licensing

Issued in accordance with Chapter 66, Key West Code of Ordinances

_____ Approved _____ Denied / Reason _____

Licensing Official

Date

