

Key West Planning Board Meeting Agenda
March 18, 2010 – 6:00 p.m.
City Commission Chamber
Old City Hall, 510 Greene Street



Item 4.a.4.

Conditional Use – 112 Fitzpatrick Street / 105 Whitehead Street (RE# 00000650-000000) - An application for a Conditional Use for the rental of two electric cars in the HRCC-1 zoning district per Section 122-688(17) of the Land Development Regulations of the Code of Ordinances of the City of Key West, Florida.



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

To: Planning Board

From: Nicole Malo

Through: Amy Kimball-Murley, AICP, Planning Director

Meeting Date: March 18, 2010

Agenda Item: An application for a Conditional Use for the rental of two electric cars at 112 Fitzpatrick Street/105 Whitehead Street in the HRCC-1 zoning district per Section 122-688(17) of the Land Development Regulations of the Code of Ordinances of the City of Key West, Florida (RE# 00000650-000000).

Request: To allow an existing bicycle and scooter rental business to rent two electric cars from the business site at 112 Fitzpatrick Street/105 Whitehead Street (RE# 00000650-000000). The permanent storage of the electric cars, both day and night, will be located at the applicant's second business at the commercial parking lot at the rear of 430 Duval Street facing Whitehead Street (RE# 00006650-000000).

Applicant: Deborah J. Moore, lease holder

Property Owner: 105 Whitehead Street Corporation; President, Michael Halpern

Location: 112 Fitzpatrick Street/105 Whitehead Street
(RE# 00000650-000000).

Zoning: Historic Residential Commercial Core- Duval Street Gulfside zoning district (HRCC-1)



Surrounding Zoning and Uses:

Northerly: HRCC-1 - Commercial Retail, Restaurants, and Bars
Southerly: HRCC-1 - Commercial Retail
Easterly: HRCC-1 - Commercial Retail
Westerly: HRCC-1 - Commercial Retail and second floor residences

Permitted Uses Per Code Section 122-687:

- 1) Single-family and two-family residential dwellings.
- 2) Multiple-family residential dwellings.
- 3) Group homes with less than or equal to six residents as provided in section 122-1246.
- 4) Places of worship.
- 5) Business and professional offices.
- 6) Commercial retail low and medium intensity less than or equal to 5,000 square feet as provided in division 11 of article V of this chapter.
- 7) Commercial retail high intensity less than or equal to 2,500 square feet as provided in division 11 of article V of this chapter.
- 8) Hotels, motels, and transient lodging.
- 9) Medical services.
- 10) Parking lots and facilities.
- 11) Restaurants, excluding drive-through.
- 12) Veterinary medical services without outside kennels.
- 13) Adult entertainment establishments (see section 122-1533).

Conditional Uses Permitted Per Code Section 122-688

- 1) Group homes with seven to 14 residents as provided in section 122-1246.
- 2) Cultural and civic activities.
- 3) Community centers, clubs, and lodges.
- 4) Educational institutions and day care.
- 5) Nursing homes, rest homes and convalescent homes.
- 6) Parks and recreation, active and passive.
- 7) Protective services.
- 8) Public and private utilities.
- 9) Bars and lounges, including those associated with adult entertainment establishments.
- 10) Boat sales and service.
- 11) Commercial amusement, except adult entertainment establishments.
- 12) Commercial low and medium intensity greater than 5,000 square feet as provided in division 11 of article V of this chapter.
- 13) Commercial retail high intensity greater than 2,500 square feet as provided in division 11 of article V of this chapter.
- 14) Funeral homes.
- 15) Light industrial.
- 16) Marinas.
- 17) Small recreational power-driven equipment rentals.

Background

The applicant has an existing bicycle and moped rental company located on the northern corner portion of a rectangularly shaped, mixed use property. The entire parcel is of 6,975 square feet and stretches from Whitehead to Fitzpatrick Streets, although the applicant only leases and

operates a 691.35 square foot area. This portion of the site opens onto Fitzpatrick Street. The permanent address for the rental business is listed at 105 Whitehead Street; however the City is in the process of assigning new addresses to each of the individual businesses on the site. The rental business is temporarily addressed at 112 Fitzpatrick Street.

This particular site has been operating as a moped/bicycle rental business since 1991. The site is currently licensed for the rental of 45 mopeds and an unspecified number of bicycles. The proprietors of the rental business on Fitzpatrick Street have another licensed rental and ticket sales businesses that operates from a booth located on a portion of parcel RE#00006650-000000 at the 400 block of Whitehead Street. This site is located in the HRO zoning district and operates as a commercial parking lot. The lot located at the rear of La Concha Hotel and the business shares the same address of 430 Duval Street as the hotel. This rental company has been licensed since 1996 for 48 scooters and an unspecified number of bicycles. Small recreational power-driven equipment rentals are not allowed in the HRO district, but the existing use predates current restrictions. Therefore, no new rental licenses are allowed on this site and new electric cars cannot be rented from this site. The parcel is licensed as a commercial parking lot and is not designated for any other specific use.

Below is an aerial photograph depicting the parcel upon which the proposed storage site is located.



RE# 00006650-00000
400 block of Whitehead Street
Rental booth and storage site

Request

This application request is to allow the rental of two electric cars from the existing rental site at 112 Fitzpatrick Street. There will be no storage or maintenance of the vehicles on site due to space constraints. The two electric cars will be stored during the day and night at the Whitehead Street rental business. An electric car will be transferred to the Fitzpatrick Street site once it is rented from that site.

The applicant has proposed to use a waterless car wash for cleaning on the site and car batteries will be charged at the Whitehead Street site.

Because parking lots and associated facilities are allowed as of right in the HRO district, and the storage area is a commercially licensed parking lot, this conditional use analysis will focus on the rental site only.

Previous City Actions

September 22, 2009

HARC approval- H0-09-22-1090
Signage

Process

December 18, 2009

DRC

Conditional Use Review

Code Sec. 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.” The same 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.”

Conditional Use Criteria Per Code Section 122-62

(a) **Findings:** The Planning Board may find that the request meets the Code purpose of ensuring 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.”

The property is zoned HRCC-1, and lies in the heart of the intensely vibrant tourist commercial entertainment center. The proposed rental use appears to be compatible with the intent of the zoning area classified as the high intensity commercial core of the city, and with surrounding land uses such as the existing small recreational power driven rental business that exists on the site, and surrounding retail shops, bars and mixed use properties.

The proposed application for a Conditional Use shall be in the public interest and shall meet the following criteria as described below:

(b) **Characteristics of Use:** Characteristics of the proposed conditional use are as follows:

1) Scale and Intensity

- a. **Floor Area Ratio:** No change is proposed to floor area ratio. The existing F.A.R for the proposed site of 691.35 sf is 0.07. The floor area ratio for the HRCC-1 is 1.0. Therefore, the site is conforming to F.A.R.
- b. **Traffic Generation:** Incoming clientele on Fitzpatrick Street, is expected to be primarily pedestrian; however a minimal increase in traffic onto Fitzpatrick Street is expected due to the conditional use proposal.

- c. **Square Feet of Enclosed Building for Each Specific Use:** There is a total of 51.3 square feet of existing enclosed space on the site including; the sales booth of 32 square feet, a storage unit of 10.67 square feet, and a cabinet of 10.67 square feet.
 - d. **Proposed Employment:** There will be approximately 1.5 full-time equivalent employees working at the rental site according to the applicant.
 - e. **Proposed Number of Service Vehicles:** The applicant does not expect the number of service vehicles to change due to this conditional use application. Currently, one service vehicle picks up and drops off disabled bicycles/mopeds to the site when needed.
 - f. **Off-Street Parking:** The proposed conditional is within the historic commercial pedestrian oriented area and the proposed use does not trigger any parking requirements.
- 2) **On or Off Site Improvement Needs Generated and Not Listed in Subsection (b)(1)**
- a. **Utilities:** No changes in utilities are expected from this conditional use proposal. The Florida Keys Aqueduct Authority and Keys Energy Services have no objections.
 - b. **Public Facilities:** There are no public facilities located at the 112 Fitzpatrick Street site. Garbage is disposed of daily by the employee on duty, and no maintenance is performed on site.
 - c. **Roadway or signal improvements:** The applicant will install mirrors to allow operators of mopeds, bicycles and electric cars leaving the rental site to see on-coming pedestrians.
 - d. **Accessory structures or facilities:** Not applicable, no accessory structures or facilities are proposed.
 - e. **Other:** No other unique facilities or structures are proposed.
- 3) **On-site amenities proposed to enhance the site:**
- a. **Open space:** Not applicable, there is no change proposed to open space.
 - b. **Setbacks:** Not applicable, there is no change proposed to any structures on site.
 - c. **Screening and buffers:** Currently a small landscape buffer exists between the property and neighbors on both the northeast side and the south side of the site. No change is proposed.
 - d. **Landscaping berms:** Not applicable, there are landscape berms and none are proposed.
 - e. **Mitigative techniques for abating smoke, odor, noise and other noxious impacts:** Proposed addition of two electric cars for rent should not add to smoke,

odor, noise or other noxious impacts. Electric cars produce little noise and no smoke if operated correctly.

(c) **Criteria for conditional use review and approval:** Applications for a conditional use review shall clearly demonstrate the following:

1) **Land Use Compatibility:** The proposed conditional use for the addition of two electric cars for rent appears generally compatible with the surrounding land uses. Fitzpatrick Street as it links up with Green and Front Streets characterizes the entrance of Duval Street for entering cruise ship passengers. There are numerous bars, retail shops, restaurants and other commercial uses within the immediate vicinity of the proposed site. Off-site impacts appear compatible with these uses. This proposal appears moderate in scale and intensity, and traffic generating characteristics, and the use appears to be appropriate to the district and complementary to other land uses in the immediate vicinity. Adjacent to the site are residential uses.

The proposed rental of the additional cars would be during the working hours of 8am-6pm and although additional noise should not generate from the electric cars, it is possible that residents in the vicinity may experience similar amounts of noise generating from the rental business as existing.

Parking and stormwater concerns have been previously addressed in this report.

2) **Sufficient site size, adequate site specifications and infrastructure to accommodate the proposed use:** The size of the site, after accommodating the scooters and bicycles currently licensed on the site, the booth and storage areas, an open passage for access to the retail storage space at the rear of the site, and ingress and egress at the front of the site, does not appear adequate to accommodate the permanent storage of two electric cars.

However, the applicant has shown that there is enough open space on the site to provide onsite circulation of the electric cars so that the cars can exit the site facing forwards. The Director of Engineering has also provided a memo stating that the size of the site is adequate to accommodate the ingress and egress of an electric car. Please see the letter provided.

The storage site lease area on the 400 block of Whitehead has adequate space to accommodate the two electric cars in addition to the uses currently licensed on the site.

3) **Proper use of mitigative techniques:** The site currently does not incorporate any mitigative elements such as stormwater, or landscaping screening and buffering.

4) **Hazardous waste:** Batteries for the electric cars will be stored off site. Proper disposal techniques for hazardous batteries will be strictly adhered to. Use of city-approved mitigative techniques designed to prevent any adverse impact to the general health, safety and welfare shall regulate its use. Storage and transfer must be consistent with best management principles and practices. The applicant has submitted a description of battery use and disposal. Additionally, the applicant has submitted a description of a

waterless car wash process for on site use. If the applicant uses a washing method that includes water that which was provided in this application off site cleaning is required.

- 5) **Compliance with applicable laws and ordinances:** The applicant will comply with all applicable laws and regulations as a condition of approval.
- 6) **Additional criteria applicable to specific land uses:** The applicant shall demonstrate the proposed conditional use satisfies the following criteria:
 - a. **Land uses within a conservation area:** Not applicable, land not within a conservation area.
 - b. **Residential development:** Not applicable, no residential development proposed.
 - c. **Commercial or mixed use development:** Not applicable, no commercial or mixed use development proposed.
 - d. **Development within or adjacent to historic districts:** Not applicable, the applicant is not proposing any physical changes associated with this proposal. The site is in the Historic District and regulated by HARC approval for any exterior changes.
 - e. **Public facilities or institutional development:** Not Applicable, no development is proposed.
 - f. **Commercial structures, uses and related activities within tidal waters:** Not applicable, no commercial structures, uses and related activities within tidal waters are proposed.
 - g. **Adult entertainment establishments:** Not Applicable, no adult entertainment establishments

RECOMMENDATION

The Planning Department recommends **approval** of this conditional use application which complies with the Comprehensive Plan and Land Development Regulations, with the following conditions:

1. This approval allows for the rental of two electric cars from 112 Fitzpatrick Street. Those same vehicles are not to be rotated with other vehicles. License and VIN must be submitted to Licensing and Code Compliance Departments.
2. The license holder shall maintain a separate, permanent storage site for the two electric cars at the 400 block of Whitehead Street (RE# 00006650-000000). No electric car rentals will be permitted from the storage site.
3. Servicing, washing, and repair of the vehicles will take place in a location licensed for such services off site.

4. Hours of operation are limited to 8 a.m. to 6 p.m.
5. Vehicles exiting the Fitzpatrick Street site are prohibited from reversing off the site.
6. Mirrors will be installed for better line of site for vehicles exiting the Fitzpatrick Street site.
7. \$300.00 dollars shall be donated to the City of Key West/Tree Commission to replace shrubs on Fitzpatrick Street prior to Building Permit issuance.

**Draft
Resolution**

RESOLUTION NUMBER 2010-0xx

**A RESOLUTION OF THE KEY WEST
PLANNING BOARD GRANTING
CONDITIONAL USE APPROVAL PER
SECTIONS 122-62 and 122-63 OF THE CODE
OF ORDINANCES FOR PROPERTY LOCATED
AT 112 FITZPATRICK STREET/105
WHITEHEAD STREET (RE#00000650-000000),
KEY WEST, FLORIDA; PROVIDING FOR AN
EFFECTIVE DATE**

WHEREAS, the subject property is located in the Historic Residential Commercial Core/Duval Street Gulfside District (HRCC-1); and

WHEREAS, Section 122-61 of the City Code of Ordinances allows applicants to request conditional use approvals; and

WHEREAS, Section 122-688 (17) of the Code of Ordinances allows small recreational power-driven equipment rentals as conditional uses in the HRCC-1 zoning district; and

WHEREAS, the proposal would permit the rental of two electric cars from the existing rental company at 112 Fitzpatrick Street/105 Whitehead Street; and

WHEREAS, the applicant proposed to store the electric cars on another site currently

managed by the applicant on portions of the parking lot at RE# 00006650-000000, on the 400 block of Whitehead Street; and

WHEREAS, Section 122-62 and 122-63 outline the criteria for reviewing a conditional use application; and

WHEREAS, this matter came before the Planning Board at a duly noticed public hearing on March 18, 2010; and

WHEREAS, the Planning Board determined that the approval of the conditional use application is consistent with the criteria in the Code; and

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 if fully set forth herein.

Section 2. That a conditional use application to permit the rental of 2 electric cars per Section 122-688 (17), under the Code of Ordinances of the City of Key West, Florida, is hereby granted for property located at 112 Fitzpatrick Street/105 Whitehead Street (RE# 00006650-000000)

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Resolution Number _____

_____ Chairman

_____ Planning Director

as shown on the attached plans dated March 11, 2010, and the electric cars are to be stored on portions of an alternative site, currently known as RE# 00006650-000000, as shown on the attached plans dated March 5, 2009, with the following conditions:

1. This approval allows for the rental of two electric cars from 112 Fitzpatrick Street. Those same vehicles are not to be rotated with other vehicles. License and VIN must be submitted to Licensing and Code Compliance Departments.
2. The license holder shall maintain a separate, permanent storage site for the two electric cars at the 400 block of Whitehead Street (RE# 00006650-000000). No electric car rentals will be permitted from the storage site.
3. Servicing, washing, and repair of the vehicles will take place in a location licensed for such services off site.
4. Hours of operation are limited to 8 a.m. to 6 p.m.
5. Vehicles exiting the Fitzpatrick Street site are prohibited from reversing off the site.

6. Mirrors will be installed for better line of site for vehicles exiting the Fitzpatrick Street site.

7. \$300.00 dollars shall be donated to the City of Key West/Tree Commission to replace shrubs on Fitzpatrick Street prior to Building Permit issuance.

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 within 12 months after the date hereof.

Section 4. This Conditional Use Permit 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 Community

_____ Chairman

_____ Planning Director

Affairs. Pursuant to Chapter 9J-1, F.A.C., this permit or development order is not effective for forty five (45) days after it has been properly rendered to the DCA with all exhibits and applications attached to or incorporated by reference in this approval; that within the forty five (45) day review period the DCA 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 regular meeting held this 18th day of March, 2010.

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

Richard Klitenick, Chairman
Key West Planning Board

Date

Attest:

Amy Kimball-Murley, AICP,
Planning Director

Date

Filed with the Clerk:

Cheryl Smith, City Clerk

Date

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Chairman

Planning Director

Application

DEVELOPMENT PLAN AND CONDITIONAL USE APPLICATION
City of Key West Planning Department
604 Simonton Street, Key West, FL 33040
(305) 809-3720



DEC - 3 2009

Development Plan & Conditional Use Application

Applications will not be accepted unless complete

Development Plan
 Major _____
 Minor _____

Conditional Use
 ✓

Historic District
 Yes ✓
 No _____

Please print or type:

- 1) Site Address 112 Fitzpatrick Street (105 Whitehead St. Corp.)
- 2) Name of Applicant Deborah J. Moore
- 3) Applicant is: Owner Authorized Representative _____
 (attached Authorization and Verification Forms must be completed)
- 4) Address of Applicant 1114 Whitehead Street
Key West, FL 33040
- 5) Applicant's Phone # (305) 295-8914 Email dmoore901@yahoo.com
- 6) Name of Owner, if different than above N/A 0.923-6064
- 7) Address of Owner _____
- 8) Owner Phone # _____ Email _____
- 9) Zoning District of Parcel _____ RE# _____
- 10) Is Subject Property located within the Historic District? Yes No _____
 If Yes: Date of approval 9/23/09 HARC approval # H0909221090
 OR: Date of meeting _____
- 11) 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).

Add two electric cars for rental at existing
tricycle/moped rental business. No changes
of any type will be made to property.
Cars will be parked in La Concha parking lot.

DEVELOPMENT PLAN AND CONDITIONAL USE APPLICATION
City of Key West Planning Department
604 Simonton Street, Key West, FL 33040
(305) 809-3720



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

If Yes: Date of approval _____ Resolution # _____

Attach resolution(s).

13) 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.

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.



Responses to Conditional Use Criteria

Pursuant to Section 122-62 *Specific criteria for approval* of the Code of Ordinances for the City of Key West, State of Florida, your applicant submits the following information:

Sec. 122-62 (b) Characteristics of use described.

(1) a. Floor area ratio

The actual site location is 112 Fitzpatrick Street. In appearance, it is similar to a typical concrete parking slab with a basic rental booth/hut (See Exhibit 6 & 7). The total rental area is 691.35 square feet. Approximately 1/3 of such is used to park and rent 14 to 18 mopeds (although the standing license permits 45 units). As seen in photo (See Exhibit 8), the rental booth is basic and uses 32 square feet; the tall storage cabinet, 10.67 square feet; the small cabinet, 8.63 square feet; and for a total of 51.3 square feet in booth/storage displacement area. Further, placement and spacing of the booth and storage units utilizes an approximate 75.39 square feet. Therefore, a total area of 593.94 square feet is available for the parking/storage of the usual 14 -18 mopeds; bicycles; and one 6 or 4 passenger electric car.

Submitted herewith is a diagram of the rental location and its dimensions; as Exhibit 9.

Further, Exhibit 10 shows the comfortable parking of the larger 6 passenger electric car; on the lot and with 15 scooters and multiple bicycles.

(1) b. Traffic generation

Exhibits 11 and 12, respectively reflect the northerly and southerly lengths of Fitzpatrick Street; a brick and low speed throughway between Green and Front Streets. Traffic is normally light and mainly used by local and tourist passenger vehicles. The conditional use request anticipates the rental of one or both electric cars, once or twice daily. This is based upon the modest cruise ship traffic that wanders into this somewhat out of the way passage. Therefore, ingress and egress is anticipated to be a total of 8 times a day; reflecting rental departure and return. The vehicles are approximately 6 ft. 1 in. tall; 11 ft. 8 in long (6 passenger); and 4 ft. 1 in. wide. These strictly State Certified street legal cars provide enough mass to be apparent to pedestrians, 2 wheel and 4 plus wheel vehicles. And the anticipated 8 in and outs are de minimus compared to multiple scooter and bicycle rentals; let alone the permitted, but unused 27 – 31 additional mopeds that are not rented.

(1) c. Square feet of enclosed building for each specific use

There are no proposed buildings for any use in this application.

(1) d. Proposed employment

As state in the background information, Paradise has 2 rental locations. Each location is staffed with one rental agent. One of the rental agents is also the mechanic. A 3rd part - time person works 4 days per week to relieve the full timers on their days off. From time

to time, in the past, Paradise has hired someone on light part-time basis to OPC at the intersection of Greene and Fitzpatrick and to assist the Fitzpatrick rental agent during peak hours. It is anticipated that during peak hours and tourist months, that a part-time employee will be engaged to assist with the shuttling of the electric cars to their storage area at the La Concha rental booth (a few blocks up Whitehead) and to OPC.

(1) e. Proposed number and type of service vehicles; and

Paradise currently uses a Jeep with a bike/scooter rack to pick up disabled bikes and mopeds. Such vehicle is kept in front of Deborah Moore's (President) home at 1114 Whitehead Street; and is never parked or kept at either location. In the event of a disabled electric car, any towing needs will be sought from local companies.

No additional service vehicles are proposed.

(1) f. Off-street parking needs.

Off-street parking needs are not anticipated. Both electric cars will be parked at the La Concha rental location during non-business hours. When one unit is at the Fitzpatrick location, the other will remain at the La Concha booth. When the Fitzpatrick unit is rented, the La Concha unit will be moved to the Fitzpatrick location. If the RENTED unit is returned while a unit is parked at Fitzpatrick, then the returned unit will be taken back to the La Concha booth.

Exhibits 13 & 14 show both electric cars parked at the La Concha Location. This space was formerly used by an 8 seat golf cart never used for rental purposes; which was traded on the purchase of the 2 electric cars

Exhibits 15 & 16 show both individual units, alone. Further, Exhibit 16 shows the larger unit pulled up to the Fitzpatrick booth driveway; to reflect a scenario where a customer might leave it at the end of the rental period. The driveway is not a parking zone and is used to train and launch moped and bicycle renters. As stated before, parking will not be tolerated in front of the booth. All employees will be instructed to immediately park the vehicle in the lot or transfer it to the La Concha location.

Exhibit 17 shows the driveway 'lip' for smooth transition from and to the street; which will facilitate quick parking in a scenario as Exhibit 16.

Exhibits 18 – 20 show the off-street parking and meters on Fitzpatrick Street. Most meters are usually in use during the day or utilized by competing companies for advertising. With both meters on either side of the rental booth are in use, Exhibit 20 shows the lack of congestion when a rental unit is most briefly in front of the booth or entrance to that Fitzpatrick location.

(2) On- or off-site improvement needs generated by the proposed conditional use and not identified on the list in subsection (b) (1) of this section including the following:

(2) a. Utilities

No additional electrical additions will be needed at any of Paradise 2 locations.

(2) b. Public facilities, especially any improvements required to ensure compliance with concurrency management as provided in chapter 94.

There are no public facilities currently at the Fitzpatrick location; nor are any required.

(2) c. Roadway or signalization improvements, or other similar improvements.

No improvements are proposed. Note the driveway lip in Exhibit 17 reflects the only improvement which could have been proposed; but was pre-existing.

(2) d. Accessory structures or facilities; and

No other accessory structures or facilities are proposed, necessary or needed.

(2) e. Other unique facilities/structures proposed as part of the site improvements.

The only improvement proposed is the addition of one electric car unit to the moped and bicycle fleet at 112 Fitzpatrick Street. No other facility or structure is proposed.

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

a. Open space.

Current open space is ample as reflected in Exhibits 6, 7, 8, 10 & 17. No additional space is proposed.

b. Setbacks from adjacent properties.

No setbacks are proposed or foreseeably necessary. The northerly perimeter is a retaining wall separating properties. The rear of the lot is the storage portion of the T-shirt shop facing Whitehead Street. The southerly perimeter is a raised walkway adjoining that improved property location; which was vacant at the time of the representative authority being granted by the Lessor of both properties; and which remain vacant at the time of this application.

c. Screening and buffers.

No screenings or buffers are proposed or necessary.

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

There will be no adverse impact to adjacent sites and therefore no mitigation proposed. See also answer to 3. b., above.

(c) Criteria for conditional use review and approval.

(1) *Land use compatibility*

Applicant would re-iterate the responses, heretofore set out, above. Further, Exhibit 7 pictures the vacant rental property of the 105 Whitehead Street Corporation (blue building) and the adjoining apartment units and café to the other side. Exhibit 21 shows the outdoor plaza of Kino's Sandal Factory.

Paradise Rentals has been operating at the 112 Fitzpatrick location, renting mopeds and scooters, since 1991. It is part and parcel of the compatibility and harmony of the adjacent land usages. Shops of various proffering have come and gone over the last two decades. No complaint, civil suit or code violation has been issued from this business local. Except for an occasional bump or scrape, no serious accident or injury has occurred since 1996 and at this location; to it's renters or traffic entanglements/accidents or congestion.

Responses to traffic impact have been presented in section (b).

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

The size and specifications of the rental lot and rental units have been presented, above, and demonstrate to be of adequate accommodation.

(3) *Proper use of mitigative techniques.*

No mitigative techniques have been proposed.

(4) *Hazardous waste*

There are no hazardous waste or hazardous material, noxious or otherwise, that will emanate or propose a threat from the proposed usage.

(5) *Compliance with applicable laws and ordinances*

The electric cars are adherent to State and local laws regarding "street legal" vehicles. They have both been registered and licensed in the City of Key West, County of Monroe, State of Florida.

(6) *Additional criteria applicable to specific land uses.*

(a) *Land uses within a conservation area*

The location is in the historic district of Key West and not in a conservation area.

(b) *Residential development*

No lawful residential development is impacted by the proposed conditional use.

(c) Commercial or mixed use development

The renting of scooters and bicycles has always and shall remain in compliance with all applicable Federal, State and Local laws and/or ordinances. No code violations have ever been issued to Paradise Rentals II, Inc. at either of its locations.

(d) Development within or adjacent to historic district

The conditional use, applied for herein, does not propose any structural additions, deletions or alterations.

(e) Public facilities or institutional development.

None are proposed as none are mandated, necessary or required.

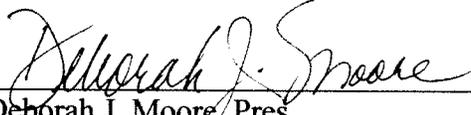
(f) Commercial structures, uses and related activities within tidal waters.

In the event of a flash flood with no notice, the electric cars will not be affected as they have a ground clearance of 1 foot 1 inch. This is greater than that of a moped. And due to the elevation of the lot and bordering buildings/walls, no moped received damage from Hurricane Wilma in October, 2005. Further, the units will be parked at the La Concha location, which is at the higher(est) elevation on Key West.

(g) Adult entertainment establishments.

No adult entertainment facilities are proposed.

Submitted this the 1st day of December, 2009.



Deborah J. Moore, Pres.
Paradise Rentals II, Inc.

HISTORICAL AND BACKGROUND INFORMATION

Currently, the subject conditional use property is physically located at 112 Fitzpatrick Street, Key West, Florida. The legal address of such is a parcel of collectively held parcels at 105 Whitehead Street, Key West, Florida.

The current true owner of the 105 Whitehead Street parcels is the 105 Whitehead Street Corporation; Michael Halpern, Esq., President. Said Michael Halpern acquired such property, fee simple absolute, from the Estate of Hilario Ramos, Sr., on or about the 27th day of June, 2000; and by Personal Representative's Distributive Deed (Collective Exhibit 1).

From on or about 1991 until 1996; said Fitzpatrick address had been a moped/bicycle rental location, known as Paradise Rentals. In 1996, Douglas McCullough and Deborah McCullough purchased such business and formed a subchapter S corporation in the State of Florida, d/b/a Paradise Rentals II, Inc. In 2000, Deborah Moore (formerly McCullough) became the sole officer and shareholder of Paradise Rentals II, Inc.; and with such, remains in good and lawful standing under the laws of the State of Florida.

Currently and continuously from 1996 until the date of application, herein, the 112 Fitzpatrick parcel has been leased for BICYCLE AND MOPED RENTALS, by Paradise Rentals II, Inc. Since 2000, applicant, as sole shareholder and president of Paradise Rentals II, Inc., has entered into periodic leases with the 105 Corporation 2000. A copy of the pertinent aspects of such current lease is submitted, herewith (Collective Exhibit 2).

Pursuant to page 7 of the City of Key West's Development Plan and Conditional Use Application, the owner of the 112 Fitzpatrick Parcel (105 Whitehead Street) 105 Whitehead Street Corporation, Michael Halpern, Esq., President, has granted authority to Paradise Rentals II, Inc, Deborah J. Moore, President, lessee, to be the representative on the conditional use application (Exhibit 3).

In addition, applicant Paradise Rentals II, Inc. (hereinafter referred to as Paradise), has a second location with a street address of 430 Duval Street, Key West, Florida. Such address fronting Duval Street is known and does business as La Concha Crowne Plaza Hotel. Such hotel structure is abutted in the rear by a parking lot that fronts Whitehead Street; directly across from the United States Post Office. It is in this area that Paradise operates a second bicycle and moped location.

Since 1996 and through September 30, 2010, the 112 Fitzpatrick St. location has been licensed to rent bicycles and 45 mopeds; and at the La Concha location, bicycles and 48 mopeds (Collective Exhibit 4 and 5, respectively).

Since 1996, Paradise Rentals has averaged, within its fleet of mopeds, a total sum of 40 - 50 mopeds; approximately half of that which is lawfully authorized to be rented or possessed at both locations.

This conditional use application seeks authority for Paradise to rent two (2) electric cars from the Fitzpatrick location only. No permanent parking or storage will occur on the premises, as storage shall be in the La Concha parking lot. The Fitzpatrick location will be utilized for brief periods of parking and rental returns/departures.

Verification Form

DEVELOPMENT PLAN AND CONDITIONAL USE APPLICATION
City of Key West Planning Department
604 Simonton Street, Key West, FL 33040
(305) 809-3720



Verification Form

I, Deborah J. Moore, being duly sworn, depose and say that
Print Name of Applicant

I am the owner /legal representative _____ of the property, which is the subject matter of this application. All of the answers to the above questions, sketches and attached data that make up this application, are true and correct to the best of my knowledge and belief.

Deborah J. Moore
Signature of Applicant



Subscribes and sworn to (or affirmed) before me on this 12/3/09 (date) by
Deborah J. Moore (name of affiant, deponent or other signer). He/She is personally known to me or
has presented FI ID as identification.

[Signature]
Notary's Signature and Seal



Name of Acknowledger typed, printed or stamped Carlene Cowart
Commission Number, if any 863203

Authorization Form

DEVELOPMENT PLAN AND CONDITIONAL USE APPLICATION
City of Key West Planning Department
604 Simonton Street, Key West, FL 33040
(305) 809-3720



Authorization Form

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

I, Michael Halpern, as President, 105 Whitehead Street Corporation authorize
 Please Print Name(s) of Owner(s)

Deborah J. Moore Pres., Paradise Rentals
 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 as President

Signature of Joint/Co-owner if applicable

Subscribed and sworn to (or affirmed) before me on 10.20.09 (date) by

Michael Halpern
 Please Print Name of Affiant

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

Dona Merritt
 Notary's Signature and Seal

NOTARY PUBLIC STATE OF FLORIDA
 Dona Merritt
 Commission # DD849318
 Expires: FEB. 22, 2013
 BONDED THRU ATLANTIC BONDING CO., INC.

Dona Merritt
 Name of Acknowledger printed or stamped

Notary Public
 Title or Rank

DD849318
 Commission Number, if any

Deed

MONROE COUNTY
OFFICIAL RECORDS

FILE #1186657
BK#1640 PG#1245

Return to: (enclose self-addressed stamped envelope)

Name: Michael Halpern, Esq.

RCD Jun 27 2000 04:44PM
DANNY L KOLHAGE, CLERK

Address: 209 Duval Street
Key West, Florida 33040

This Instrument Prepared by: Michael Halpern, Esq.

Address: 209 Duval Street
Key West, Florida 33040
Telephone (305) 296-5667

Property Appraiser's parcel Identification No. 74434309050120150

PERSONAL REPRESENTATIVE'S DISTRIBUTIVE DEED

THIS INDENTURE is made this 27th day of June, 2000, by and between MATILDE G. RAMOS, the duly acting Personal Representative of the Estate of HILARIO RAMOS, SR., deceased, party of the first part, and 105 WHITEHEAD STREET CORPORATION, a Florida Corporation, whose post office address is 209 Duval Street, 2nd floor, Key West, Florida 33040, and whose social security or tax identification number is 65-0510780, party of the second part.

WITNESSETH: That WHEREAS, HILARIO RAMOS, SR., died testate a resident of Monroe County, Florida, on October 14, 1989, seized and possessed of certain real property hereinafter described; and

WHEREAS, such real property was assigned by the estate beneficiaries to 105 WHITEHEAD STREET CORPORATION, pursuant to "ASSIGNMENT TO BENEFICIARIES INTEREST" duly recorded in Official Records Books 1607 at Page 1625 of the Public Records of Monroe County, Florida; and

WHEREAS, the estate's Personal Representative hereby provides this Deed to 105 WHITEHEAD STREET CORPORATION to reflect such aforesaid assignment of any and all beneficial interest the Estate for Hilario Ramos, Sr. had to such below described real property located in Monroe County, Florida to 105 WHITEHEAD STREET CORPORATION pursuant to this Deed;

NOW THEREFORE, in consideration of the foregoing and in connection with the distribution of the estate of said decedent, the party of the first part has released to the party of the second part the right to sell or encumber said property, and surrendered possession thereof, and granted, conveyed, and confirmed unto the party of the second

part, its heirs and assigns forever, all of the interest of said decedent in and to the real property situated in Monroe County, Florida, described as follows:

On the Island of Key West and known on William A. Whitehead's Map of said Island, delineated in February, A.D. 1829, as a Part of Lot 2, Square 9. COMMENCING at a point on Fitzpatrick Street 147.5 feet Southeasterly from the corner of Front Street and running thence in a Southeasterly direction along the line of Fitzpatrick Street 93 feet, 7 inches and extending in a Southwesterly direction 142 feet out to Whitehead Street, with an equal frontage thereon as recorded in Deed Book G-29, pages 269-70, Monroe County, Florida records. Less the following described parcel of land:

On the Island of Key West, Monroe County, Florida, in Square 9 of William A. Whitehead's Map delineated in 1829 A.D., more particularly described as follows: COMMENCE at the intersection of the Northeasterly right of way of Whitehead Street and the Southeasterly right of way of Front Street and run Southeasterly along the Northeast right of way of Whitehead Street a distance of 42.22 feet to the Northeast corner of a Parcel of land described in Official Record Book 97, at Pages 112 and 113 of the Public Records of Monroe County, Florida, for a Point of Beginning; thence run Northeasterly along the Northwest boundary of the said parcel described in Official Record Book 97, a distance of 4.60 feet to a fence; thence run Southwesterly along the Northeast boundary of said parcel described in Official Record Book 97, a distance of 4.60 feet to a fence; thence run Southwesterly along a line deflected to the right $90^{\circ} 32' 06''$ and along the said fence, a distance of 71.66 feet; thence run Southwesterly along said fence, deflected $01^{\circ} 38' 55''$ to the left, for a distanced of 28 feet; thence continue along the Southeast face of the Southeast wall of the La Brisa Restaurant, a distance of 42.34 feet to the Southwest boundary of the said parcel of land described in the said Official Record Book No. 97; thence Northwesterly along the Southwesterly boundary of the said parcel, described in Official Record Book No. 97, a distance of 51.3 feet back to the Point of Beginning.

TOGETHER with all and singular the tenements, hereditaments, and appurtenances belonging to or in any way appertaining to that real property, subject to all restrictions, reservations, and easements of record, if any, and ad valorem taxes for the current year.

Because this deed is given to evidence the distribution of assets of a decedent's estate and involves the assumption of no mortgage, minimum state documentary stamps are affixed.

PROPERTY APPRAISER'S PARCEL IDENTIFICATION NO.
74434309050120150.

IN WITNESS WHEREOF, the undersigned, as personal representative of the estate of said decedent, has executed this instrument under seal on the date aforesaid.

Signed, sealed, and delivered
in the presence of

Dona Merritt

Matilde G. Ramos
MATILDE G. RAMOS

As Personal Representative of the
Estate of Hilario Ramos, Sr.,
deceased

Georgina Sisona

STATE OF FLORIDA)
) SS:
COUNTY OF MONROE)

BEFORE ME personally appeared, MATILDE G. RAMOS, as Personal Representative of the Estate of HILARIO RAMOS, SR., deceased, the signor who personally appeared before me at the time of this notarization, and is personally known to me or has produced personally known as identification and is known to be the person described in and who executed the foregoing instrument and acknowledged to and before me that she executed said instrument for the purposes therein expressed.

Dona Merritt
Notary Public

State of Florida
My Commission Expires: February 22, 2001
Commission No: CC 618024

MONROE COUNTY
OFFICIAL RECORDS

This Instrument Prepared By:

MICHAEL HALPERN, ESQ.
209 Duval Street
Key West, Florida 33040





Lease

ARTICLE 2
PREMISES AND TERM

2.1 Premises. In consideration of the rents, covenants and agreements to be performed by Tenant, Landlord hereby leases to Tenant and Tenant hereby rents from Landlord the Premises, subject to easements, restrictions and other matters of record. Landlord reserves the right to place in the Premises utility lines, pipes, HVAC systems, electrical wiring, facilities, additions and improvements Landlord deems necessary to provide services to the Premises, and to replace, maintain and repair those items in, over, under and upon the Premises as may have been installed in the building.

2.2 Lease Year. The term "Lease Year" as used herein shall mean consecutive twelve (12) month periods commencing on each January 1st during the Lease Term. In the event that the Lease Term commences on a day other than January 1st, the first and last years shall be "Partial Lease Years" and in such case the first Lease Year shall commence on the Commencement Date and expire on December 31st next following and the last Lease Year shall commence on the last January 1st occurring during the Lease Term and shall expire on the expiration of the Lease Term.

2.3 Tenant's Duty to Open for Business. Tenant shall take possession and open the Premises for business fully fitted and staffed by the Commencement Date.

2.4 Surrender of Premises. At the expiration of the Lease Term, Tenant shall (i) surrender the Premises in the same condition as existed upon the Commencement Date, ordinary wear and tear excepted, and (ii) deliver all keys for and all combinations on locks, safes and vaults in the Premises to Landlord.

2.5 Holding Over. If Tenant holds over or occupies the Premises after expiration of the Lease Term, or the earlier termination of this Lease, without Landlord's prior written consent, Tenant shall pay Landlord, as liquidated damages, for each day of such holding over a sum equal to the greater of (a) twice the monthly Rent prorated for the number of days of such holding over, or (b) a pro rata portion of all Additional Rent which Tenant would have been required to pay hereunder had this Lease been in effect. In the event of any unauthorized holding over, Tenant shall also indemnify Landlord against all claims for damages by any other tenant to whom Landlord may have leased all or any part of the Premises effective after the termination of this Lease. No payments of money by Tenant after expiration of the Lease Term or the earlier termination of this Lease will reinstate, continue or extend the Lease Term; reduce the liability of Tenant to Landlord for damages; or affect any termination notice given by Landlord to Tenant. No extension of the Lease Term will be valid unless and until the same will be reduced to writing and signed by both Landlord and Tenant.

ARTICLE 3
RENT

3.1 Monthly Base Rent. The lease term is THREE (3) years with yearly increases in the monthly base rent as follows: (monthly rent will be adjusted yearly based on Consumer Price Index Adjustments (CPI) as documented in paragraph 3.3 below and as otherwise stated in the lease) as follows:

YEAR ONE:	\$	er month, plus applicable sales tax and utilities.
YEAR TWO:	\$	er month, plus applicable sales tax and utilities.
YEAR THREE:		per month, plus applicable sales tax and utilities.

3.2 Rent. During the Lease Term, Tenant covenants to pay to Landlord at the office of Landlord as set forth in Paragraph 1.2 hereof, or at such other place as Landlord may designate in writing, all of the Rent provided for herein. Rent shall be due on or before the first (1st) of each month in advance, without demand, notice, deduction or setoff of any kind. The first month's Rent shall be due on the Commencement Date; subsequent payments of Rent shall be due on the first day of each calendar month thereafter. Should the Lease Term and Tenant's obligation to pay Rent commence on a day other than the first of the month, Tenant shall pay Rent for the fractional month preceding the Commencement Date on a per diem basis (calculated on the basis of a thirty (30) day month) payable on the Commencement Date. Any payment of Rent hereunder for any other fractional month shall likewise be calculated and paid on such per diem basis.

3.3 Cost of Living Adjustments (CPI). The monthly base rent shall be adjusted annually based on the Consumer Price Index (CPI) for the month of June of the preceding year. The adjustment shall be calculated as follows: $\text{New Rent} = \text{Current Rent} \times \frac{\text{CPI}_{\text{Year } n}}{\text{CPI}_{\text{Year } n-1}}$. The CPI shall be obtained from the U.S. Department of Commerce, Bureau of Economic Analysis, and shall be rounded to the nearest cent. The adjustment shall be applied to the monthly base rent on the first day of the month of January of the following year. The CPI for the year of the Commencement Date shall be the CPI for the year of the Commencement Date. The CPI for the year of the expiration of the Lease Term shall be the CPI for the year of the expiration of the Lease Term. The CPI for the year of the expiration of the Lease Term shall be the CPI for the year of the expiration of the Lease Term. The CPI for the year of the expiration of the Lease Term shall be the CPI for the year of the expiration of the Lease Term.

Please Initial
Landlord

(2) Tenant will keep all mechanical apparatus free of vibration and noise which may be transmitted beyond the confines of the Premises. Tenant will not permit or suffer any conduct, noise or nuisance on or about the Premises which may annoy or disturb any persons occupying adjacent premises. This covenant shall restrict Tenant from utilization of any advertising medium which can be heard or experienced outside of the Premises, including, without limiting the generality of the foregoing, flashing lights, search lights, loudspeakers, phonographs, radios or televisions. No radio, television or other communication antenna equipment or device is to be mounted, attached or secured to any part of the roof, exterior surface or anywhere outside the Premises.

(3) Tenant will keep the Premises and the outside areas adjoining the Premises, free from all insects, rodents, vermin and other pests, litter, dirt and obstruction and not display or sell merchandise on sidewalks.

(4) All store floor area of Tenant, including vestibules, outside docks, entrances and exits, doors, fixtures, storefront windows, storefront window areas and plate glass shall be maintained in a safe, neat and clean condition.

(5) Tenant will not permit or suffer the Premises, or the walls or floors thereof, to be endangered by overloading.

(6) Tractor trailers are to be removed from the loading areas after unloading.

(7) All garbage and refuse shall be kept in the kind of containers designated by Landlord and shall be placed outside the Premises within said containers prepared for collection in such manner and at such times and places specified by Landlord.

(8) All deliveries of goods and fixtures for use in the Premises shall be done only at such times, in the areas, and through the entrances designated for such purpose by Landlord.

(b) Landlord reserves the right from time to time to suspend, amend or supplement the foregoing rules and regulations, and to adopt and promulgate additional rules and regulations applicable to the Premises. Notice of such rules and regulations and amendments and supplements thereto, if any, shall be given to Tenant.

(c) Tenant agrees to comply with all additional, amended and supplemental rules and regulations upon notice of same from Landlord.

ARTICLE 5 OPERATING EXPENSES

5.1 Components of Operating Expenses. In addition to Rent and other amounts due hereunder, beginning on the Commencement Date, Tenant shall pay as Additional Rent all expenses, costs and disbursements of every kind and nature that Landlord shall pay or be obligated to pay because of or in connection with the Landlordship, operation and maintenance of the Premises including, but not limited to, the following costs and expenses (the "Operating Costs"):

(a) Taxes and Assessments. Any real estate taxes, assessments of any kind, sewer rents, rates and charges, parking taxes, and other federal, state or local government charges, general, ordinary or extraordinary, which may now or hereafter be levied or assessed against the Premises (collectively the Taxes). If at any time during the Lease Term the method of taxation then prevailing is altered to impose taxes directly upon Landlord in place or partly in place of the Taxes, then all such new taxes imposed directly upon Landlord shall be included within Operating Costs.

(b) Insurance. All premiums for public liability, fire and extended coverage or all risk, business interruption, and/or any other insurance coverage which may reasonably be carried by Landlord with respect to the Premises.

(c) Capital Investment Items. Contribution for amortization of the cost of all capital investment items which are primarily for the purposes of increasing the operating efficiency of any portion of the Premises, reducing Operating Costs or attempting to satisfy what may be required by any governmental authority.

5.2 Method of Payment. The Operating Costs payable by Tenant during the Lease Term shall be paid monthly, in advance, along with Rent and all other moneys due hereunder in an amount estimated by Landlord. Upon receipt of all bills attributed to any calendar year during the Lease Term, Landlord shall furnish Tenant with a written statement of the Operating Costs for such year. If the total amount paid by Tenant under this Article for any calendar year during the Lease Term shall be less than the actual amount due from Tenant for such year, Tenant shall pay to Landlord the deficiency within ten (10) days after demand by Landlord; and if the total amount paid by Tenant for any such calendar year shall exceed such amount due from Tenant for such calendar year, Tenant shall be entitled to a credit of the excess against subsequent payments due under this Article. For the calendar years in which this Lease commences and terminates, the provisions of this Article shall apply and Tenant's liability for Operating Costs for any such year shall be subject to a prorated adjustment based on the number of days of any such year which the Lease Term is in effect. Prior to or on the Commencement Date, and from time to time thereafter throughout the Lease Term, Landlord shall notify Tenant in writing of Landlord's estimate of Tenant's monthly installments due hereunder.

Please Initial:
Landlord: 

ARTICLE 6
INSURANCE

6.1 Insurance Coverage by Landlord. Landlord may, but is not required, to maintain during the Lease Term (and the cost thereof shall be included in the Operating Costs), insurance for fire, extended coverage, flood, windstorm, vandalism and malicious mischief, insuring the improvements located on the Premises and all appurtenances thereto (excluding wall covering, floor covering and drapes). Landlord may also maintain (i) rent or rent value insurance including an extended coverage endorsement with respect to the Premises in an amount equal to the annual Rent for the Premises; and (ii) such other insurance as Landlord deems reasonably necessary or desirable to protect the Premises against loss.

Payments for losses under any such insurance policies shall be made solely to Landlord. Notwithstanding the foregoing, if any loss sustained by Landlord is caused by the negligence of Tenant, its agents, servants, employees, licensees, invitees or guests, then Tenant shall be liable to Landlord for the amount of the deductible under Landlord's insurance. Further, Landlord shall not be responsible for loss or damage to items for which Tenant is responsible, as is more fully set forth below.

DM

6.2 Insurance Coverage by Tenant. Tenant agrees to carry and keep in force and effect, during the Lease Term: (A) bodily injury, public liability insurance on and adjacent to the Premises against the liability of Tenant and its authorized representatives arising out of or in connection with Tenant's use or occupancy of the Premises, with limits of coverage of not less than ~~One~~ Million and No/100 Dollars (\$1,000,000.00) per accident and injury or death; property damage insurance in an amount not less than One Hundred Fifty Thousand and No/100 Dollars (\$150,000.00); (B) workers compensation insurance in the maximum amount permitted under Florida law; (C) insurance against fire, flood and such other risks as are, from time to time, included in standard extended coverage insurance, including insurance against sprinkler damage, vandalism and malicious mischief; (D) plate glass insurance covering all the plate glass of the Premises, in amounts satisfactory to Landlord. Landlord may require Tenant to increase the foregoing limits of liability insurance from time to time to new levels reasonably required by Landlord. The proceeds of such insurance, so long as this Lease remains in effect, shall be used to repair or replace the fixture and equipment so insured for the full replacement value (without provision for coinsurance) of all of Tenant's merchandise, trade fixtures, furnishings, wall coverings, carpeting, drapes, equipment and all other items of personal property of Tenant located on or within the Premises. The replacement of any plate glass damaged or broken from any cause whatsoever in and about the Premises shall be Tenant's responsibility. All policies shall name Landlord, any person, firms, or corporations designated by Landlord, as additional insured(s), and shall contain a clause that the insurer will not cancel or change the insurance without first giving Landlord ten (10) days prior written notice. The insurance carrier providing the insurance as required hereunder shall be satisfactory to Landlord in Landlord's sole discretion and licensed in the State of Florida. Tenant shall provide Landlord with copies of the policies or certificates evidencing that such insurance is in full force and effect and stating the terms thereof. The limits of such insurance shall not, under any circumstances, limit the liability of Tenant hereunder. In the event Tenant fails to procure, maintain and/or pay for the insurance required by this Lease, at the times and for the duration's specified in this Lease, Landlord shall have the right, but not the obligation, at any time and from time to time, and without notice to Tenant, to procure such insurance and/or pay for the premiums for such insurance, in which event Tenant shall repay Landlord immediately upon demand by Landlord as Additional Rent hereunder, all sums so paid by Landlord together with the interest at the Applicable Rate, together with any costs or expenses incurred by Landlord in connection therewith, without prejudice to any other rights and remedies of the Landlord under this Lease. Each policy evidencing the insurance to be carried by Tenant pursuant to this Lease shall contain a clause that such policy and the coverage evidenced thereby shall be primary with respect to any policies by Landlord and that any coverage carried by Landlord shall be excess insurance.

6.3 Waiver of Subrogation. Landlord and Tenant waive, unless said waiver should invalidate any such insurance, their right to recover damages against each other for any reason whatsoever to the extent the damaged property Landlord recovers indemnity from its insurance carrier. All public liability and property damage policies shall contain an endorsement that Landlord, although named as an additional insured, shall nevertheless be entitled to recover the damages caused by the negligence of Tenant.

6.4 Tenant's Contractor's Insurance. Tenant shall require any contractor of Tenant performing work on the Premises to carry and maintain, at no expense to Landlord:

(a) Comprehensive general liability insurance, including contractor's liability coverage, contractual liability coverage, completed operations coverage, broad form property damage endorsement and contractor's protective liability coverage to afford protection, with limits for each occurrence of not less than Three Million and No/100 Dollars (\$3,000,000.00) with respect to personal injury or death, and One Million and No/100 Dollars (\$1,000,000.00) with respect to personal injury or death, and one Million and No/100 Dollars (\$1,000,000.00) with respect to property damage; and

(b) Workers' compensation or similar insurance in form and amounts required by law.

6.5 Increase in Fire Insurance Premium. Tenant agrees that it will not keep, use, sell or offer for sale in or upon the Premises any article which may be prohibited by the standard form of fire and extended risk insurance policy. Tenant agrees to pay any increase in premiums for fire and extended coverage insurance that may be charged during the Lease Term on the amount of such insurance which may be carried by Landlord on the Premises or the building of which they are a part, resulting from the type of merchandise sold by Tenant in the Premises or resulting from Tenant's use of the Premises, whether or not Landlord has consented to the same. In determining whether increased premiums are the result of Tenant's use of the Premises, a schedule issued by the organization making the insurance rate on the Premises,

DM

Please Initial:
Landlord _____

showing the various components of such rate, shall be conclusive evidence of the several items and charges which make up the fire insurance rate on the Premises. Tenant agrees to promptly make, at Tenant's cost, any repairs, alterations, changes and/or improvements to equipment in the Premises required by the company issuing Landlord's fire insurance so as to avoid the cancellation of or the increase in premiums on said insurance.

ARTICLE 7 MAINTENANCE, REPAIR AND ALTERATIONS

7.1 Maintenance Obligations.

(a) Tenant agrees that from and after the Commencement Date and until the expiration of the Lease Term, Tenant will be responsible for all repairs, maintenance and replacements to the Premises, including but not limited to, the exterior foundations and structural portions of the Premises, the roof, the interior and exterior portions of all doors, windows, plate glass and showcases surrounding the Premises; the mechanical, plumbing, heating and electrical equipment and systems servicing the Premises, whether located in, on or adjacent to the Premises; partitions and all other fixtures, appliances, grease traps and facilities furnished by Tenant or Landlord. Tenant shall not, however, be responsible for repair of any damage caused by any act or negligence of Landlord, its employees or agents. Tenant shall be required to make structural repairs or alterations to the Premises which may be required any Regulations. Landlord, without notice, may, but shall not be obligated to, perform Tenant's obligations and add the cost of such work to the next installment of Rent due hereunder.

(b) Tenant will not install any equipment which exceeds the capacity of the utility lines leading into the Premises or the building of which the Premises constitute a portion.

(c) Tenant, its employees, or agents, shall not mark, paint, drill or in any way deface any walls, ceilings, partitions, floors, wood, stone or ironwork without Landlord's written consent.

(d) Tenant shall give Landlord prompt written notice of any accident, fire or damage occurring on or to the Premises or to any defects therein or in any fixtures or equipment.

(e) Neither Landlord nor Landlord's agents or servants shall be liable for any damages caused by or growing out of any breakage, leakage, or defective condition of the electric wiring, air conditioning or heating pipes and equipment, closets, plumbing, appliances, sprinklers, other equipment, or other facilities, serving the Premises. Neither Landlord nor Landlord's agents or servants shall be liable for any damages caused by, or growing out of any defect in the Premises or any part thereof for fire, rain, wind or other cause.

(f) All property belonging to Tenant shall be there at the risk of Tenant or such other person only, and Landlord shall not be liable for damage thereto or theft or misappropriation thereof.

7.2 Alterations by Tenant. Tenant will not make any alterations, renovations, improvements or other installations in or to any part of the Premises (including, without limitation, any alterations of the storefront, signs, structural alterations, or any cutting or drilling into any part of the Premises or any securing of any fixture, apparatus or equipment of any kind to any part of the Premises), unless and until Tenant shall have caused plans and specifications therefor to have been prepared, at Tenant's expense, by an architect or other duly qualified person and shall obtained Landlord's written approval thereof. If such approval is granted, Tenant shall cause the work described in such plans and specifications to be performed, at its expense, promptly, efficiently, competently and in a good and workmanlike manner by duly qualified or licensed persons or entities. All such work shall comply with all Regulations.

7.3 Renovation and Change. If at any time the building of which the premises is part undergoes renovation and change Tenant shall use his best efforts to facilitate Landlord's and other Tenant's activities and work. If any lawful authority, law or code requires Landlord to install any fixture or service for the benefit of the premises occupied by Tenant, Tenant shall pay the cost for the same.

ARTICLE 8 FIXTURES, PERSONAL PROPERTY AND SIGNS

8.1 Fixtures and Personal Property. Any trade fixtures, signs and other personal property of Tenant not permanently affixed to the Premises shall remain the property of Tenant. All improvements to the Premises by Tenant, including, but not limited to, light fixtures, floor coverings and partitions, but excluding trade fixtures and signs, shall become the property of Landlord upon the expiration or earlier termination of this Lease. For the purpose of securing all rent and other sums due hereunder, this Lease shall also be deemed a security agreement under the Uniform Commercial Code as such is in effect in the State of Florida, and Landlord shall have all rights and remedies provided by such Uniform Commercial Code. Tenant hereby grants to Landlord a security interest in and to all of Tenant's inventory, equipment, fixtures, general intangibles, instruments, goods, documents, chattel paper and accounts now or hereafter located at the Premises or otherwise. Tenant agrees to execute such financing statements evidencing the foregoing upon request of Landlord. Notwithstanding the foregoing, Tenant hereby irrevocably appoints Landlord as Attorney in Fact for Tenant, with full power and authority to execute and deliver, in the name of Tenant, any financing statements or other instruments required by Landlord. Anything attached to the walls of the premises by Tenant, by any means or form, shall be considered a fixture and become property of the Landlord upon expiration of the lease or early termination thereof.

[Handwritten initials]

Please Initial:
Landlord: *[Signature]*

8.2 Signs Tenant shall promptly erect a sign within the area designated by Landlord, which sign shall be subject to the prior written approval of Landlord. Tenant will not place, without Landlord's prior written approval, or permit to be placed or maintained on any exterior door, wall or window of the Premises any sign, awning or canopy, or advertising matter or other thing of any kind, and will not place or maintain any decoration, letter or advertising matter on the glass of any window or door. Any such signs, awning, canopy, decoration, lettering, advertising matter or other thing as may be approved by Landlord, shall be maintained in good condition and repair at all times and shall conform to the criteria established from time to time by Landlord.

ARTICLE 9
ASSIGNING, MORTGAGING, SUBLETTING, CHANGE IN LANDLORDSHIP

9.1 Consent Required. Tenant shall not sell, transfer, assign, sublet, enter into any license, management or concession agreements, change Landlordship, pledge, mortgage or hypothecate this Lease or Tenant's interest in and to the Premises (hereafter "Disposition") without the prior written consent of Landlord which may be arbitrarily withheld. Any Disposition without Landlord's written consent shall be void and confer no rights upon any third person. Without in any way limiting Landlord's right to refuse to give such consent for any other reason or reasons, Landlord reserves the right to refuse to give such consent if Tenant is in default hereunder or if in Landlord's business judgment the quality of merchandising operation on the Premises is or may be in any way adversely affected during the Lease Term or the financial worth of the proposed new tenant is less than that of Tenant or of Tenant's guarantor, as the case may be. Nothing in this paragraph shall relieve or release Tenant and any guarantor from its covenants and obligations for the Lease Term. Tenant agrees to reimburse Landlord for Landlord's reasonable attorneys' fees incurred in conjunction with the processing and documentation of any requested Disposition. No interest in this Lease shall pass to any trustee or receiver in bankruptcy, to any estate of Tenant, to any assignee of Tenant for the benefit of creditors or to any other party by operation of law or otherwise without Landlord's written consent. If this Lease is assigned, or if the Premises or any part thereof is underlet or occupied by any party other than Tenant, Landlord may collect rent from the assignee, subtenant or occupant, and apply the net amount collected to the rent herein reserved, but no such assignment, underletting, occupancy, occupancy or collection shall be deemed a waiver of this covenant, or the acceptance of the assignee, subtenant or occupant as Tenant, or a release of Tenant from the further performance by Tenant of the covenants on the part of Tenant herein contained. This prohibition against a Disposition shall be construed to include a prohibition against any assignment or subleasing by operation of law, legal process, receivership, bankruptcy or otherwise, whether voluntary or involuntary and a prohibition against any encumbrance of all and any part of Tenant's leasehold interest in the Premises.

9.2 Change in Landlordship Without limiting the foregoing, if Tenant is a corporation, an unincorporated association or partnership, the transfer, assignment or hypothecation of any stock or interest in such corporation, association or partnership in the aggregate in excess of twenty-five (25%) shall be deemed a Disposition.

ARTICLE 10
QUIET ENJOYMENT

10.1 Landlord's Covenant. Provided Tenant timely pays Rent, Additional Rent and all other amounts required by this Lease, and observes and performs all the covenants, terms and conditions of this Lease, Tenant shall peaceably and quietly hold and enjoy the Premises for the Lease Term without interruption by Landlord or any person or persons claiming by, through or under Landlord, subject to the terms and conditions of this Lease.

ARTICLE 11
DAMAGE AND DESTRUCTION

11.1 Damage to Premises. If the Premises are damaged or destroyed or rendered partially untenantable for their accustomed use, by fire or other casualty insured under the coverage obtained by Landlord, Landlord shall promptly repair the same to substantially the condition they were in immediately prior to the happening of such casualty (excluding Tenant's stock in trade, fixtures, furniture, furnishings, carpeting, wall covering, floor covering and drapes); to the extent, however, that insurance proceeds are available. If insurance proceeds are unavailable for any reason, Landlord may terminate this Lease by written notice to Tenant within thirty (30) days after it determines that such insurance proceeds are unavailable for repairs and restoration. If during the last two (2) years of the Lease Term the Premises are damaged, destroyed or rendered untenantable for their accustomed uses by fire or other casualty to the extent of more than fifty percent (50 %) of the cost to replace the entire Premises, then Landlord shall have the right to terminate this Lease effective as of the date of such casualty by giving Tenant, within sixty (60) days after the happening of such casualty, written notice of such termination, regardless of whether insurance proceeds are available to Landlord. If such notice is given, this Lease shall terminate, and Landlord shall promptly repay to Tenant any rental paid in advance which has not been earned at the date of such casualty. If Landlord repairs or restores the Premises, then Tenant shall repair and replace its merchandise, trade fixtures, furnishings, equipment, carpeting, wall covering, floor covering and drapes in a manner and to at least a condition equal to that prior to its damage or destruction, said repairs and replacement shall be completed within sixty (60) days after Landlord completes its repairs. Except as expressly provided to the contrary, this Lease shall not terminate nor shall there be any abatement of Rent or other charges or items of Additional Rent as the result of a fire or other casualty regardless of whether the cause of the fire was Tenant's fault.

Nothing will relieve Tenant from liability that may exist as a result of damage from fire or other casualty. Tenant acknowledges that Landlord will not carry insurance on Tenant's furniture and/or furnishings or any fixtures and

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Please initial:
Landlord *[Signature]*

equipment, improvements or appurtenances removable by Tenant and agrees that Landlord will not be obligated to repair any damage thereto or replace the same.

11.2 Inability to Perform. This lease and the obligation of Tenant to pay rent hereunder and perform all of the other covenants and agreements hereunder will in no way be affected, impaired or excused because Landlord is unable to fulfill any of its obligations under this lease or to supply or is delayed in supplying any service expressly or implied to be supplied or is unable to make or is delayed in making any repair, addition, alterations or decorations or is unable to supply or is delayed in supplying any equipment or fixtures or when in the judgment of Landlord temporary interruption of such services is necessary by reason of accident, mechanical breakdown or to make repairs, alterations or improvements.

ARTICLE 12
EMINENT DOMAIN

12.1 Condemnation. In the event the Premises shall be appropriated or taken under the power of eminent domain by any public or quasi-public authority, this Lease shall terminate and expire as of the date of such taking, and both Landlord and Tenant shall thereupon be released from any further liability and Tenant shall have no claim against Landlord for the value of any unexpired Lease Term. In the event more than fifty percent (50%) of the gross square footage of floor area of the Premises is taken under the power of eminent domain by any public or quasi-public authority, or if by reason of any appropriation or taking, regardless of the amount so taken, the remainder of the Premises is not usable for the purposes for which the Premises were leased, then Landlord shall have the right to terminate this Lease as of the date Tenant is required to vacate a portion of the Premises so taken upon giving notice to the other in writing of such election with sixty (60) days after the date of such taking. In the event of such termination, both Landlord and Tenant shall thereupon be released from any further liability to each other.

12.2 Damages. Whether or not this Lease is terminated, Landlord shall be entitled to the entire award or compensation ("Award") in any condemnation proceedings, but nothing herein shall be deemed to affect Tenant's right to pursue from the condemning authority, but not from Landlord, compensation or damages for its fixtures and personal property. If this Lease is terminated as provided above, all items of Rent, Additional Rent and other charges for the last month of Tenant's occupancy shall be prorated, and Landlord agrees to refund to Tenant any Rent, Additional Rent or other charges paid in advance.

12.3 Restoration. If this Lease is not terminated, Tenant shall remain in that portion of the Premises which shall not have been appropriated or taken, and Landlord agrees, to the extent of the proceeds of the Award, as soon as reasonably possible, to restore the remaining portion of the Premises to a similar quality and character as existed prior to such appropriation or taking; thereafter, Rent shall be adjusted on an equitable basis, taking into account the relative value of the portion taken as compared to the portion remaining. For the purpose of this Article, a voluntary sale or conveyance in lieu of condemnation, but under threat of condemnation, shall be deemed an appropriation or taking under the power of eminent domain.

ARTICLE 13
LIENS

13.1 Lien. Tenant hereby acknowledges that the interest of Landlord in the Premises shall not be subject to liens for improvements made by Tenant. In confirmation of the foregoing nothing contained in this Lease shall be construed as a consent on the part of Landlord to subject the estate of Landlord to liability under the construction lien law of the State of Florida, it being expressly understood that Landlord's estate shall not be subject to such liability. Tenant shall strictly comply with the construction lien law of the State of Florida. In the event that a claim of lien is filed against the property in connection with any work performed by or on behalf of Tenant, Tenant shall satisfy such claim, or shall transfer same to security, within ten (10) days from the date of filing. In the event that Tenant fails to satisfy or transfer such claim within said ten (10) day period, Landlord may do so and thereafter charge Tenant, as Additional Rent, all costs incurred by Landlord in connection with satisfaction or transfer of such claim, including attorneys' fees. Further, Tenant agrees to indemnify, defend and save Landlord harmless from and against any damage or loss incurred by Landlord as a result of any such claims of lien. If so requested by Landlord, Tenant shall execute a short form or memorandum of this Lease, which may, in Landlord's discretion be recorded in the Public Records for the purpose of protecting Landlord's estate from claims of lien, as provided in Florida statutes. In the event such short form or memorandum of lease is executed, Tenant shall simultaneously execute and deliver to Landlord an instrument terminating Tenant's interest in the real property upon which the Premises is located which instrument may be recorded by Landlord at the expiration of the Lease Term, or such earlier termination hereof. This paragraph shall survive the expiration of the Lease Term or the earlier termination of this Lease.

ARTICLE 14
DEFAULT

14.1 Events of Default. The occurrence of anyone or more of the following events shall constitute an "Event of Default" and breach of this Lease by Tenant:

- (a) If Tenant fails to pay Rent, Additional Rent or any other additional rent or other charge required to be paid by Tenant under this Lease and such failure continues for ten (10) days; or

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Landlord *[Handwritten initials]*

(b) If Tenant fails to promptly and fully perform any other covenant, condition, rule, regulation or agreement contained in this Lease or perform within the time periods set forth in this Lease and such failure continues for fifteen (15) days; or

(c) If a writ of attachment or execution is levied on this Lease or on any of Tenant's or any Guarantor's property; or

(d) If Tenant or any Guarantor makes a general assignment for the benefit of creditors, or provides for an arrangement, composition, extension or adjustment with its creditors or is generally insolvent or unable to pay its obligations as they come due; or

(e) If Tenant or any Guarantor files a voluntary petition for relief or if a petition against Tenant or any Guarantor in a proceeding under the federal bankruptcy laws or other insolvency laws is filed and not withdrawn or dismissed within forty-five (45) days thereafter, or if under the provisions of any law providing for reorganization, or winding up of corporations, any court of competent jurisdiction assumes jurisdiction, custody or control of Tenant or any Guarantor or any substantial part of their property and such jurisdiction, custody or control remains in force unrelinquished, unstayed or unterminated for a period of forty-five (45) days or if Tenant or any Guarantor is adjudged a bankrupt; or

(f) If in any proceeding or action in which Tenant or any Guarantor is a party, a trustee, receiver, agent or custodian is appointed to take charge of the Premises, or Tenant's or any Guarantor's property (or has the authority to do so) for the purpose of enforcing a lien against the Premises or Tenant's or any Guarantor's property; or

(g) If Landlord discovers that any financial statement delivered to Landlord by Tenant or any Guarantor is false; or

(h) In the event Tenant removes, attempts to remove, or permits to be removed from the Premises, except in the usual course of trade, the goods, furniture, effects or other property of Tenant brought thereon; or

(i) In the event Tenant, before the expiration of said Lease Term, and without the written consent of Landlord, vacates said premises or abandons the possession thereof, or uses the same for purposes other than the purposes for which the same are hereby leased, or ceases to use the Premises for the purposes herein expressed; or

(j) In the event an execution or other legal process is levied upon the goods, furniture, effects or other property of Tenant brought on said Premises, or upon the interest of Tenant in this Lease, and the same is not satisfied within ten (10) days from such levy.

14.2 Landlord's Remedies. If any Event of Default occurs, then, Landlord shall have the following options, without further notice or demand of any kind:

(a) Option 1. Sue for Rents as they become due; or

(b) Option 2. (1) Terminate this Lease; (2) Resume possession of the Premises (together with all additions, alterations, fixtures and improvements thereto) for its own account; and (3) Recover immediately from Tenant any and all sums and damages for violation of Tenant's obligations hereunder in existence or due at the time of termination and damages for Tenant's default in an amount equal to the difference between the Rent for which provision is made in this Lease and fair rental value of the Premises for the remainder of the Lease Term, together with all other charges, rental payments, costs and expenses herein agreed to be paid by Tenant which include, but are not limited to, all costs and expenses of Landlord in connection with any attempts to release or relet the Premises (including, but not limited to, broker's fees, advertising costs and cleaning expenses), the costs of recovering the Premises, and the costs of repairs and renovations reasonably necessary in connection with any re-leasing or reletting or

(c) Option 3. Accelerate the whole or any part of Rent, Additional Rent and Operating Costs for the entire unexpired balance of the Lease Term, as well as all other charges, payments, costs and expenses to be paid by Tenant hereunder, including but not limited to damages for violation of Tenant's obligations hereunder in existence at the time of acceleration, so that all sums due and payable under this Lease will be treated as payable in advance on the date of acceleration and this Lease will remain in effect. For the purposes of determining the amounts due upon acceleration, the total amount so accelerated will be reduced to present value (using an assumed interest rate of 8%); or

(d) Option 4. (1) Resume possession; (2) Re-lease or re-rent the Premises for the remainder of the Lease Term for the account of Tenant; (3) Recover from Tenant at the end of the Lease Term or at the time each payment of Rent becomes due under this Lease (adjusted to present value using an assumed interest rate of 8%), as Landlord may elect, the difference between the rent for which provision is made in this Lease and the rent received on the re-leasing or re-renting, together with all costs and expenses of Landlord in connection with such re-leasing or re-rental, the collection of rent and the cost of all repairs or renovations reasonably necessary in connection with the re-leasing or re-rental for the purpose of such reletting. Landlord is authorized to decorate, to make any repairs to the Premises and/or to subdivide or restructure the Premises as Landlord sees fit ("Tenancy Repairs and Modifications"). Further, Landlord is authorized to enter into new leases in which the Lease Term or other terms and conditions are different from this Lease ("Lease Modifications"). Concerning any Tenancy Repairs and Modifications and any Lease Modifications, Tenant agrees that such Tenancy Repairs and Modifications and Lease Modifications are being performed for the purpose of reletting and mitigating Tenant's damages, and, as such are done for the benefit of the Tenant and are valid

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Landlord: *[Signature]*

costs of reletting; and (4) Recover from Tenant immediately any other damages occasioned by or resulting from the abandonment or a breach or default other than a default in the payment of rent; or

(e) Option 5. Without terminating this Lease, enter upon the Premises, without being liable for prosecution or any claim for damages therefor (whether caused by the negligence of Landlord or otherwise), and do whatever Tenant is obligated to do under the terms of this Lease, in which event Tenant shall reimburse Landlord on demand for any expenses which Landlord may incur in thus effecting compliance with the terms of this Lease.

Notwithstanding the foregoing, with respect to re-leasing or re-renting the Premises, Landlord and Tenant agree that Landlord shall only be required to use the same efforts Landlord then uses to lease other properties Landlord owns or manages; provided, however, that Landlord shall not be required to give any preference or priority to the showing or leasing of the Premises over any other space that Landlord may be leasing or have available and may place a suitable prospective tenant in any such available space regardless of when such alternative space becomes available; provided, further, that Landlord shall not be required to observe any instruction given by Tenant about such re-letting or accept any tenant unless such offered tenant has a creditworthiness acceptable to Landlord, leases the entire Premises, agrees to use the Premises in a manner consistent with the Lease, and leases the Premises at the same or greater rent, for no more than the current Lease Term, on the same terms and conditions of this Lease, and does not require an expenditure by Landlord for tenant improvements or broker's commissions.

14.3 Remedies Non-Cumulative. The remedies given to Landlord in this Article shall be in addition and supplemental to all other rights of remedies which Landlord may have under law or in equity.

14.4 Non-Waiver. The waiver by Landlord of any breach of any term, covenant or condition of this Lease shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant or condition. The subsequent acceptance of Rent by Landlord shall not be deemed to be a waiver of any preceding breach by Tenant of any term, covenant or condition of this Lease other than the failure of Tenant to pay the Rent so accepted, regardless of Landlord's knowledge of such preceding breach at the time of acceptance of such rent. No covenants, term or condition of this Lease shall be deemed to have been waived by Landlord unless such waiver is in writing signed by Landlord.

14.5 Rent Payments. Under Default. In the event of a default of any Rent payment or any other payment due under this Lease, Landlord may in Landlord's notice to Tenant of such default require Tenant's payment to cure the default be in cash, cashier's check, and/or certified check. Landlord and Tenant agree that should Landlord so elect to require payment by cash, cashier's check or certified check in Landlord's notice to Tenant, a tender of money to cure the default which is not in the form requested by Landlord shall be deemed a failure to cure the default. Nothing contained in this paragraph shall in any way diminish or be construed as waiving any of Landlord's other remedies as provided elsewhere in this Lease, or by law or in equity.

14.6 Expenses of Enforcement. In the event any payment due Landlord under this Lease shall not be paid on the due date, said payment shall bear interest at the Applicable Rate from the due date until paid unless otherwise specifically provided herein, but the payment of such interest shall not excuse or cure any default by Tenant under this Lease. In the event that it shall be necessary for Landlord to give more than one (1) written notice to Tenant of any violation of this Lease, Landlord shall be entitled to make an administrative charge to Tenant of Twenty-Five and No/100 Dollars (\$25.00) for each such notice. Tenant recognizes and agrees that the charge which Landlord is entitled to make upon the conditions stated in this paragraph represent, at the time this Lease is made, a fair and reasonable estimate and liquidation of the costs of Landlord in the administration of the Premises resulting from the events described, which costs are not contemplated or included in any other rental or charges provided to be paid by Tenant to Landlord in this Lease. Any charges becoming due under this paragraph of this Lease shall be added and become due with the next ensuing monthly payment of Rent and shall be collectible as a part thereof.

14.7 Lien for Rent. In order to secure Tenant's payment of all rent and other sums due hereunder, Tenant hereby grants to Landlord an express contractual lien upon all property of Tenant now or hereafter placed in or upon the Premises, except such part of such property as may be exchanged, replaced or sold from time to time in the ordinary course of Tenant's operations. All such property will be and remain subject to such lien of Landlord and, subject to foreclosure in accordance with the applicable laws of the State of Florida. Such express lien will be in addition to and cumulative of any landlord's lien provided by the laws of the State of Florida.

ARTICLE 15
SECURITY DEPOSIT

15.1 Amount of Deposit. Tenant has deposited with Landlord a security deposit in the amount set forth in Section 1.14 hereof ("Security Deposit"). The Security Deposit shall serve as security for the prompt, full and faithful performance by Tenant of the terms and provisions of this Lease and not as an advance rent deposit or a measure of Landlord's damages in the case of Tenant's default. In the event that there is an Event of Default hereunder or in the event that Tenant owes any amounts to Landlord upon the expiration of the Lease Term, Landlord may use or apply the whole or any part of the Security Deposit for the payment of Tenant's obligations hereunder. The use or application of the Security Deposit or any portion thereof shall be at Landlord's option and shall not prevent Landlord from exercising any other right or remedy provided hereunder or under any law and shall not be construed as liquidated damages. In the event the Security Deposit is reduced by such use or application, Tenant shall deposit with Landlord within ten (10) days after written notice, an amount sufficient to restore the full amount of the Security Deposit. Landlord shall not be required to keep the Security Deposit separate from Landlord's general funds or pay interest on the Security Deposit. Any remaining portion of the Security Deposit shall be returned to Tenant within sixty (60) days after the expiration of the Lease Term. Landlord may deliver the Security Deposit to any purchaser of or successor to

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Landlord:

18.2 Environmental Provisions. Tenant agrees to comply strictly and in all respects with the requirements of any and all federal, state and local statutes, rules and regulations now or hereinafter existing relating to the discharge, spillage, storage, uncontrolled loss, seepage, filtration, disposal, removal or use of hazardous materials, including but not limited to the Comprehensive Environmental Response, Compensation and Liability Act of 1980, the Superfund Amendments and Reauthorization Act, the Resource Conservation and Recovery Act, the Hazardous Materials Transportation Act and the Florida Hazardous Substances Law (collectively the "Hazardous Waste Law") and with all similar applicable laws and regulations. Tenant shall notify Landlord promptly in the event of any discharge, spillage, uncontrolled loss, seepage or filtration of oil, petroleum, chemical liquids or solids, liquid or gaseous products or any other Hazardous Materials (a "spill") or the presence of any substance or material presently or hereafter identified to be toxic or hazardous according to any Hazardous Waste Law, including without limitation, any asbestos, PCBs, radioactive substance, methane, volatile hydrocarbons, acids, pesticides, paints, petroleum based products, lead, cyanide, DDT, printing inks, industrial solvents or any other material or substance which has in the past or could presently or at any time in the future cause or constitute a health, safety or other environmental hazard to any person or property (collectively "Hazardous Materials") upon the Premises. Tenant shall promptly forward to Landlord copies of all orders, notices, permits, applications or other communications and reports, notices, permits, applications or other communications and reports in connection with any such Spill or Hazardous Materials. Tenant shall not handle, use, generate, manufacture, store or dispose of Hazardous Materials in, upon, under or about the Premises. Tenant shall indemnify Landlord and hold Landlord harmless from and against all loss, penalty, liability, damage and expense suffered or incurred by Landlord related to or arising out of the presence of Hazardous Materials on the Premises; which loss, damage, penalty, liability, damage and expense shall include, but not be limited to (1) court costs, attorney's fees and expenses, and disbursements through and including any appellate proceedings, (2) All foreseeable and unforeseeable consequential damages, directly or indirectly, arising out of the use, generation, storage or disposal of Hazardous Materials by Tenant; (3) The cost of any required or necessary repair, clean-up or detoxification of the Premises; and (4) The costs of preparation of any closure or other plans required under the Hazardous Waste Law, necessary to sell or lease the Premises.

ARTICLE 19
MISCELLANEOUS

19.1 First-Class Operation. Tenant covenants and agrees that at all times the business to be conducted at, through and from the Premises and the kind and quality of services to be offered in the conduct thereof will be first-class in every respect.

19.2 Accord and Satisfaction. Landlord is entitled to accept, receive and cash or deposit any payment made by Tenant for any reason or purpose or in any amount whatsoever and apply such payment at Landlord's option to any obligation of Tenant; any such payment shall not constitute payment of any amount owed except that to which Landlord has applied it. No endorsement or statement on any check or letter of Tenant shall be deemed an accord and satisfaction or otherwise recognized for any purpose whatsoever. The acceptance of any such check or payment shall be without prejudice to Landlord's right to recover any and all amounts owed by Tenant and Landlord's right to pursue any other available remedy.

19.3 Attorneys' Fees. In the event that it shall become necessary for Landlord to collect any sums due to it under this Lease or to employ the services of an attorney to enforce any of its rights under this Lease or to remedy the breach of any covenant of this Lease on the part of Tenant to be kept or performed, regardless of whether suit be brought, Tenant shall pay to Landlord such reasonable fee as shall be charged by Landlord's attorney or collection agency for such services, and any and all other costs incurred by Landlord in connection with the foregoing. Should suit be brought for the recovery of possession of the Premises, or for rent or any other sum due Landlord under this Lease, or because of the breach of any of Tenant's covenants under this Lease, Tenant shall pay to Landlord all expenses of such suit and any appeal thereof, including any reasonable attorneys' and paraprofessional fees and costs, through and including all trial and appellate levels and post judgment proceedings.

19.4 Entire Agreement. It is understood and agreed by Tenant that Landlord and Landlord's agents have made no representations or promises with respect to the Premises or this Lease, except as expressly set forth in this Lease, and that no claim or liability or cause for termination shall be asserted by Tenant against Landlord for, and Landlord shall not be liable by reason of, the breach of any representations or promises not expressly stated in this Lease. This Lease supersedes all prior agreements, written or verbal, with respect to the Premises, including, without limitation, any letter of intent.

19.5 Interpretation. The parties agree that it is their intention to create only the relationship of Landlord and Tenant, and no provision hereof or act of either party shall be construed as creating the relationship of principal and agent, or a partnership, joint venture or enterprise between the parties.

19.6 Force Majeure. If either party shall be delayed or hindered in or prevented from the performance of any act required hereunder by reason of strikes, lockouts, labor trouble, inability to procure material, failure of power, restrictive governmental laws or regulations, riots, insurrection, war or other reason of a like nature not the fault of the party delayed in performing work or doing acts required under this Lease, the period for the performance of any such act shall be extended for a period equivalent to the period of such delay. Notwithstanding the foregoing, the provisions of this paragraph shall at no time operate to excuse Tenant from any obligations for payment of Rent, Additional Rent, or any other payments required by the terms of this Lease when due, and all such amounts shall be paid when due.

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Landlord *[Signature]*

19.7 Notices. All notices from Tenant to Landlord required or permitted by any provision of this Lease shall be directed to Landlord by certified mail, return receipt requested, at the address set forth in Paragraph 1.2 hereof or at such other address as Landlord may designate by written notice. All notices from Landlord to Tenant required or permitted shall be directed to Tenant by certified mail postage prepaid, hand delivery or by Federal Express or other nationally recognized overnight courier service at the address set forth in Paragraph 1.5 hereof or at such other address as Tenant may designate by written notice. Notice given as described above shall be sufficient service and shall be deemed given as of the date received as evidenced by the return receipt of the registered or certified mail or the refusal of acceptance of such notice or after one (1) business day if by hand delivery or overnight courier service.

19.8 Captions and Section Numbers. This Lease shall be construed without reference to titles of articles and paragraphs, which are inserted only for the convenience of reference.

19.9 Number and Gender. The use herein of a singular term shall include the plural and use of the masculine, feminine or neuter genders shall include all others.

19.10 Broker's Commission. Tenant represents and warrants that it has caused or incurred no claims for brokerage commissions or finders' fees in connection with the execution of this Lease other than Landlord's agent, and Tenant shall indemnify and hold Landlord harmless against and from all liabilities arising from any such claims caused or incurred by Landlord (including without limitation, the cost of attorneys' fees in connection therewith).

19.11 Partial Invalidity. If any provision of this Lease or the application thereof to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of this Lease or the application of such provision to persons or circumstances other than those as to which it is invalid or unenforceable shall not be affected thereby, and each provision of this Lease shall be valid and enforceable to the fullest extent permitted by law.

19.12 Recording. Tenant shall not record this Lease or any memorandum or short form thereof and any such recordation shall constitute a default hereunder.

19.13 Governing Law. This Lease shall be governed exclusively by the provisions hereof and by the laws of Florida, venue shall be exclusively in Monroe County, Florida.

19.14 Provisions Binding. Except as otherwise expressly provided, the terms of this Lease shall be binding upon and shall inure to the benefit of the successors, legal representatives and assigns, respectively, of Landlord and Tenant. Each term and each provision of this Lease to be performed by Tenant shall be construed to be both a covenant and a condition. The reference contained to successors and assigns of Tenant is not intended to constitute a consent to assignment by Tenant which is controlled by the provisions of Paragraph 9.1.

19.15 Corporate Tenant. If Tenant is a corporation, the parties executing this Lease or any other documents related to this Lease on behalf of Tenant hereby covenant and warrant that Tenant is a duly qualified corporation in good standing and all steps have been taken prior to execution to qualify Tenant to do business in Florida; that the undersigned are authorized to execute this Lease on Tenant's behalf; all franchise and corporate taxes have been paid to date; and all future forms, reports, fees and other documents necessary to comply with applicable laws will be filed when due.

19.16 Amendments or Modifications. No amendment or modification of this Lease or any consents or permissions of Landlord required under this Lease shall be valid or binding unless reduced to writing and executed by the party against whom enforcement is sought.

19.17 Easements. Landlord reserves the right to grant any easements on, over, under and above the property on which the Premises is located for such purposes as Landlord determines in its sole discretion, provided that such easement will not materially adversely interfere with Tenant's business.

19.18 Financial Statements. Tenant and any guarantors of Tenant's obligations under this Lease shall deliver to Landlord their most recent financial statements or any other financial information requested by Landlord, including without limitation, statements of income and expense and statements of net worth and their sales reports for the period covered by the financial statement, within fifteen (15) days following Landlord's request. All such information that Landlord may request shall be certified as being true and correct.

19.19 Right of Entry. Landlord and Landlord's agents shall have the right to enter the Premises at all times to examine the same, and to show them to prospective purchasers or lessees of the Premises, and to make such repairs, maintenance, servicing, alterations, improvements or additions as Landlord may deem necessary or desirable, and Landlord shall be allowed to take all material into and upon the Premises that may be required therefore without the same constituting an eviction of Tenant in whole or in part and the Rent reserved shall not abate while said repairs, alterations, improvements, or additions are being made. During the six (6) months prior to the expiration of the Lease Term, Landlord may show the Premises to prospective lessees or purchasers, and place upon the Premises the usual notice "To Let" or "For Sale," or similar notice, which notices Tenant shall permit to remain thereon without molestation. If Tenant shall not be personally present to open and permit entry into the Premises, at any time, when for any reason and entry therein shall be necessary or permissible, Landlord or Landlord's agents may enter the same without in any manner affecting the obligations and covenants of this Lease. Landlord shall have the right, in any event, to constantly have keys to the Premises. Nothing herein contained, however, shall be deemed and construed to impose upon Landlord any obligations, responsibility or liability whatsoever, for the care, maintenance or repair of the building or any part thereof, except as otherwise herein specifically provided.

Please Initial:
Landlord _____

1920 Joint and Several Liability. If two or more individuals, corporations, partnerships or other business associations or any combination thereof shall sign this Lease as Tenant or as Guarantors, the liability of each such individual, corporation, partnership or other business association to pay rent and perform all other obligations under this Lease shall be deemed to be joint and several, and all notices, payments, and agreements given or made by, with or to any one of such individuals, corporations, partnerships or other business associations shall be deemed to have been given or made by, with or to all of them. If Tenant is a partnership or other business association the members of which are by virtue of state or federal law subject to personal liability, the liability of each such member shall be joint and several.

1921 No Discrimination. Tenant will not discriminate in the conduct and operation of its business in the Premises against any person or group of persons, including, but not limited to, because of the race, handicap, creed, color, sex, national origin or ancestry of such person or group of persons.

1922 Time of Essence. Time is of the essence with respect to the performance of every provision of this Lease in which time of performance is a factor.

1923 Waiver of a Jury Trial. EXCEPT AS PROHIBITED BY LAW, LANDLORD AND TENANT HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE THE RIGHT TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS LEASE, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTION OF LANDLORD, TENANT OR ANY GUARANTOR, THIS WAIVER BEING A MATERIAL INDUCEMENT FOR LANDLORD TO ENTER INTO THE LEASE IF THE SUBJECT MATTER OF ANY LITIGATION IS ONE IN WHICH THE WAIVER OF JURY TRIAL IS PROHIBITED. NEITHER LANDLORD NOR TENANT SHALL PRESENT AS A NON-COMPULSORY COUNTERCLAIM IN SUCH LITIGATION ANY CLAIM ARISING OUT OF THIS LEASE. FURTHERMORE, NEITHER LANDLORD NOR TENANT SHALL SEEK TO CONSOLIDATE ANY ACTION IN WHICH A JURY TRIAL HAS BEEN WAIVED WITH ANY LITIGATION IN WHICH A JURY TRIAL CANNOT BE WAIVED.

1924 Parking. Tenant acknowledges that no parking space is provided for Tenant or Tenant's agents, invitees, guest or any other person coming on to the premises.

1925 Radon Gas. Radon is a naturally occurring radioactive gas that when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit. Tenant agrees to assume all responsibility in connection with Radon, if any, in or on the premises.

ARTICLE 20
GUARANTY

1926 The following guaranty or guaranties are part of this lease:

1926 A) Guaranty. The undersigned Guarantor guarantees to Landlord, Landlord's successors and assigns, the full performance and observance of all the agreements to be performed and observed by Tenant in the attached Lease, including the "Rules and Regulations" as therein provided, without requiring any notice to Guarantor of nonpayment, or nonperformance or proof or notice of demand, to hold the undersigned responsible under this guaranty, all of which the undersigned hereby expressly waives and expressly agrees that the legality of this agreement and the agreements of Guarantor under this agreement will not be ended, or changed by reason of the claims to Landlord against Tenant of any of the rights or remedies given to Landlord as agreed in the attached lease. Landlord against Tenant of any of the rights or remedies given to Landlord as agreed in the attached Lease. The Guarantor further agrees that this guaranty will remain and continue in full force and effect as to any renewal, change or extension of the Lease. As a further inducement to Landlord to make the Lease Landlord and Guarantor agree that in any action or proceeding brought by either Landlord or the Guarantor against the other on any matters concerning the Lease or of this guaranty that Landlord and the undersigned will and do waive trial by jury. Guarantor represents that his correct birth date and social security number are given below. Dated, 1/24/07

Deborah J. Moore Guarantor
print name
address P.O. Box 4128 KW FL 33047
telephone (305) 295-8914
birth date 10-16-51
social security # 241-90-7571

1927 B) Guaranty. The undersigned Guarantor guarantees to Landlord, Landlord's successors and assigns, the full performance and observance of all the agreements to be performed and observed by Tenant in the attached Lease, including the "Rules and Regulations" as therein provided, without requiring any notice to Guarantor of nonpayment, or nonperformance or proof or notice of demand, to hold the undersigned responsible under this guaranty, all of which the undersigned hereby expressly waives and expressly agrees that the legality of this agreement and the agreements of Guarantor under this agreement will not be ended, or changed by reason of the claims to Landlord against Tenant of any of the rights or remedies given to Landlord as agreed in the attached lease. Landlord against Tenant of any of the

LM

Please initial:
Landlord: LM

rights or remedies given to Landlord as agreed in the attached Lease. The Guarantor further agrees that this guaranty will remain and continue in full force and effect as to any renewal, change or extension of the Lease. As a further inducement to Landlord to make the Lease Landlord and Guarantor agree that in any action or proceeding brought by either Landlord or the Guarantor against the other on any matters concerning the Lease or of this guaranty that Landlord and the undersigned will and do waive trial by jury. Guarantor represents that his correct birth date and social security number are given below. Dated, _____ 19__

print name

address

telephone

birth date

social security #

Guarantor *[Signature]*

IN WITNESS WHEREOF, Landlord and Tenant have signed this Lease as of the date set forth above.

Dona Merritt
WITNESS

[Signature] as President
105 WHITEHEAD STREET CORPORATION
LESSOR

[Signature]
WITNESS

LESSOR

Dona Merritt
WITNESS

[Signature]
PARADISE RENTALS II, INC.
LESSEE

[Signature]
WITNESS

LESSEE

ACKNOWLEDGMENTS

CORPORATE LANDLORD
State of Florida)
County of Monroe)

The foregoing instrument was acknowledged before me this 24th day of January, 2007, by Michael Halpern who is personally known to me and who did take an oath and did depose and say that (s)he resides in Monroe County, Florida that (s)he is the

of [Signature] the corporation described in and which executed the foregoing instrument, as LANDLORD; that (s)he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation, and that (s)he signed his/her name thereto by like order.

Dona Merritt
Notary's printed name
Notary Public
Title or rank

Dona Merritt
Notary Public
DD 386801
Serial number

My Commission expires:

February 22, 2009

CORPORATE TENANT
State of Florida)
County of Monroe)

The foregoing instrument was acknowledged before me this 24th day of January, 2007, by personally known who is personally known to me and who did take an oath and did depose and say that (s)he resides in Monroe County, Florida that (s)he is the

of [Signature] the corporation described in and which executed the foregoing instrument, as TENANT; that (s)he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation, and that (s)he signed his/her name thereto by like order.

Dona Merritt
Notary's printed name
Notary Public
Title or rank

Dona Merritt
Notary Public
DD 386801
Serial number

NOTARY PUBLIC STATE OF FLORIDA
Dona Merritt Commission expires: February 22, 2009

Commission # DD386801
Expires: FEB. 22, 2009
Bonded Thru Atlantic Bonding Co., Inc.

Please Initial:
Landlord: [Signature]

INDIVIDUAL LANDLORD

State of Florida)

County of)

The foregoing instrument was acknowledged before me this _____ day of _____, 199____ by (s)he resides in _____ who is personally known to me and who did take an oath and did depose and say that his(her) name thereto. _____ that (s)he is the LANDLORD and that (s)he signed

Notary's printed name _____

Notary Public _____

Title or rank _____

Serial number _____

My Commission expires: _____

DM

INDIVIDUAL TENANT

State of Florida)

County of)

The foregoing instrument was acknowledged before me this _____ day of _____, 199____ by (s)he resides in _____ who is personally known to me and who did take an oath and did depose and say that his(her) name thereto. _____ that (s)he is the TENANT and that (s)he signed

Notary's printed name _____

Notary Public _____

Title or rank _____

Serial number _____

My Commission expires: _____

END OF LEASE AND LAST PAGE OF LEASE

DM

Please Initial: _____
Landlord: _____

CITY OF KEY WEST, FLORIDA

Business Tax Receipt

This Document is a business tax receipt
 Holder must meet all City zoning and use provisions.
 P.O. Box 1409, Key West, Florida 33040 (305) 809-3955

Business Name PARADISE RENTALS #11, INC. CtlNbr:0003683
 Location Addr 105 WHITEHEAD ST
 Lic NBR/Class 10-00008244 RENTALS-MOTOR DRIVEN
 Issue Date: October 27, 2009 Expiration Date: September 30, 2010
 License Fee \$194.25
 Add. Charges \$0.00
 Penalty \$0.00
 Total \$194.25
 Comments: MOPED RENTALS 45 UNITS

This document must be prominently displayed.

PARADISE RENTALS II INC

PARADISE RENTALS #11, INC.
 POB 4128
 KEY WEST FL 33041

Oper: DWALKER Type: OC Drawer: 1
 Date: 10/28/09 51 Receipt no: 9475
 2010 8244
 OR LIC OCCUPATIONAL 1 \$194.25
 Trans numbers: 240544
 CR CHECK 4961 \$561.50
 Trans date: 10/28/09 Time: 10:41:12

CITY OF KEY WEST, FLORIDA

Business Tax Receipt

This Document is a business tax receipt
 Holder must meet all City zoning and use provisions.
 P.O. Box 1409, Key West, Florida 33040 (305) 809-3955

Business Name PARADISE RENTALS #11, INC. CtlNbr:0003681
 Location Addr 105 WHITEHEAD ST
 Lic NBR/Class 10-00008243 RENTALS-NONMOTOR DRIVEN
 Issue Date: October 27, 2009 Expiration Date: September 30, 2010
 License Fee \$136.50
 Add. Charges \$0.00
 Penalty \$0.00
 Total \$136.50
 Comments: BICYCLE RENTALS

This document must be prominently displayed.

PARADISE RENTALS II, INC.

PARADISE RENTALS #11, INC.
 POB 4128
 KEY WEST FL 33041

Oper: DWALKER Type: OC Drawer: 1
 Date: 10/28/09 51 Receipt no: 9475
 2010 8243
 OR LIC OCCUPATIONAL 1 \$136.50
 Trans numbers: 240544
 Trans date: 10/28/09 Time: 10:41:12

CITY OF KEY WEST, FLORIDA

Business Tax Receipt

This Document is a business tax receipt
 Holder must meet all City zoning and use provisions.
 P.O. Box 1409, Key West, Florida 33040 (305) 809-3955

Business Name PARADISE RENTALS #11, INC. CtlNbr:0003666
 Location Addr 430 DUVAL ST
 Lic NBR/Class 10-00008245 RENTALS-MOTOR DRIVEN
 Issue Date: October 27, 2009 Expiration Date: September 30, 2010
 License Fee \$194.25
 Add. Charges \$0.00
 Penalty \$0.00
 Total \$194.25
 Comments: SCOOTER RENTALS 48 UNITS

This document must be prominently displayed.

PARADISE RENTALS #11 INC.

PARADISE RENTALS #11, INC.
 POB 4128

KEY WEST FL 33041

Oper: CHALKER Type: DC Drawer: 1
 Date: 10/28/09 51 Receipt no: 9475
 2010 8245
 CR LIC OCCUPATIONAL 1 \$194.25
 Trans number: 2488546
 CR CHECK 4961 \$661.50
 Trans date: 10/28/09 Time: 13:41:12

CITY OF KEY WEST, FLORIDA

Business Tax Receipt

This Document is a business tax receipt
 Holder must meet all City zoning and use provisions.
 P.O. Box 1409, Key West, Florida 33040 (305) 809-3955

Business Name PARADISE RENTALS #11, INC. CtlNbr:0003664
 Location Addr 430 DUVAL ST
 Lic NBR/Class 10-00008246 RENTALS-NONMOTOR DRIVEN
 Issue Date: October 27, 2009 Expiration Date: September 30, 2010
 License Fee \$136.50
 Add. Charges \$0.00
 Penalty \$0.00
 Total \$136.50
 Comments: BICYCLE RENTALS (16 UNITS)

This document must be prominently displayed.

PARADISE RENTALS #11, INC.

PARADISE RENTALS #11, INC.
 POB 4128

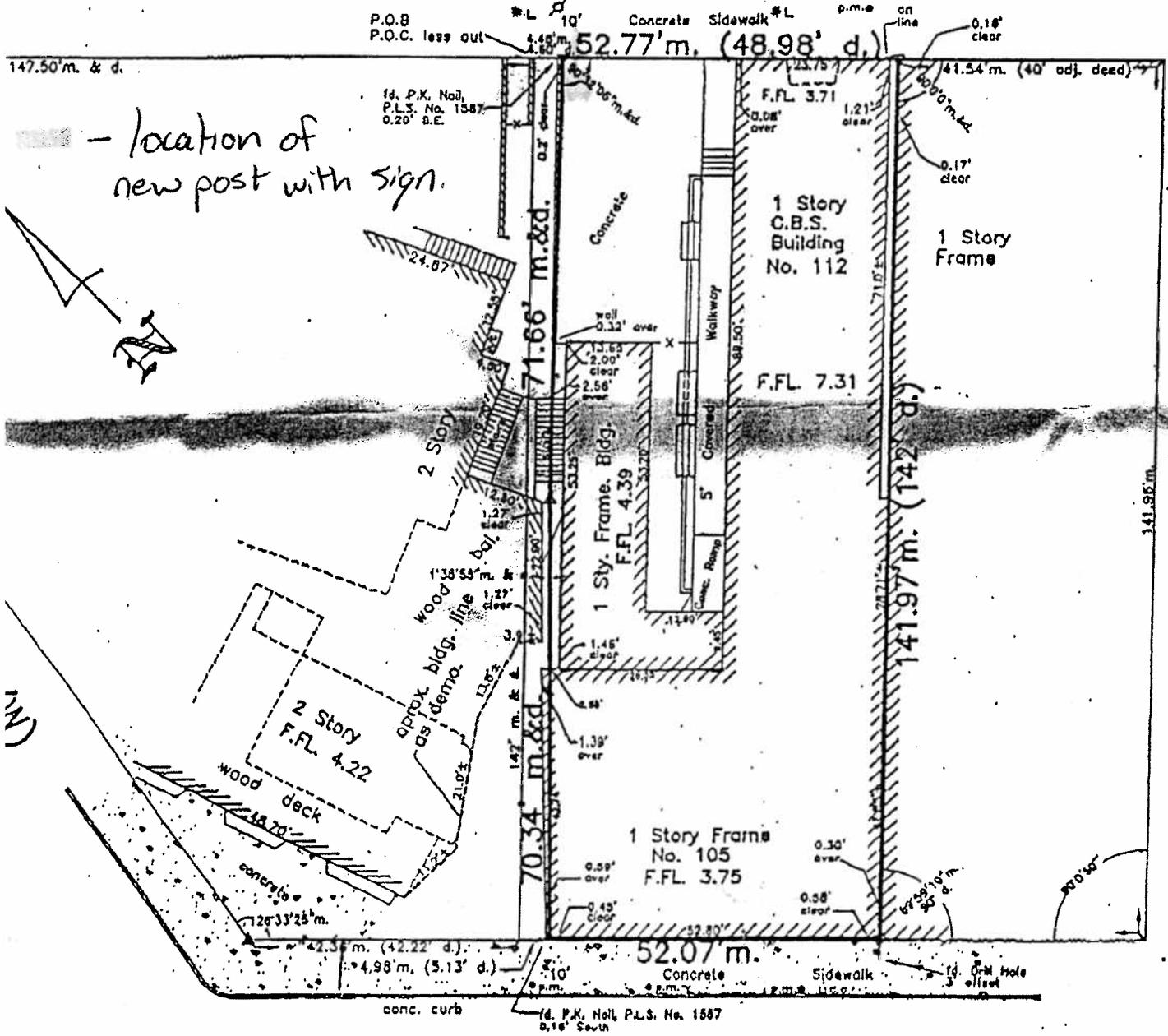
KEY WEST FL 33040

Oper: CHALKER Type: DC Drawer: 1
 Date: 10/28/09 51 Receipt no: 9475
 2010 8246
 CR LIC OCCUPATIONAL 1 \$136.50
 Trans number: 2488547
 CR CHECK 4961 \$661.50
 Trans date: 10/28/09 Time: 13:41:12

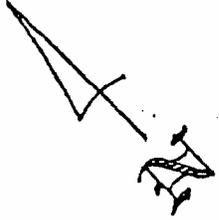
Survey



FITZPATRICK STREET (43' R/W)



- location of new post with sign.



GREENE STREET (50' R/W)

WHITEHEAD STREET (50' R/W)

Site Plans

FITZPATRICK ST.

INGRESS - EGRESS

SIDEWALK

RENTAL BOOTH

STORAGE

STORAGE

CIRCULATION AREA

UNUSED AREA

45' 7"

SCOOTER STORAGE

BICYCLE STORAGE

EMPLOYEE & WHEEL PARKING

15' 2"

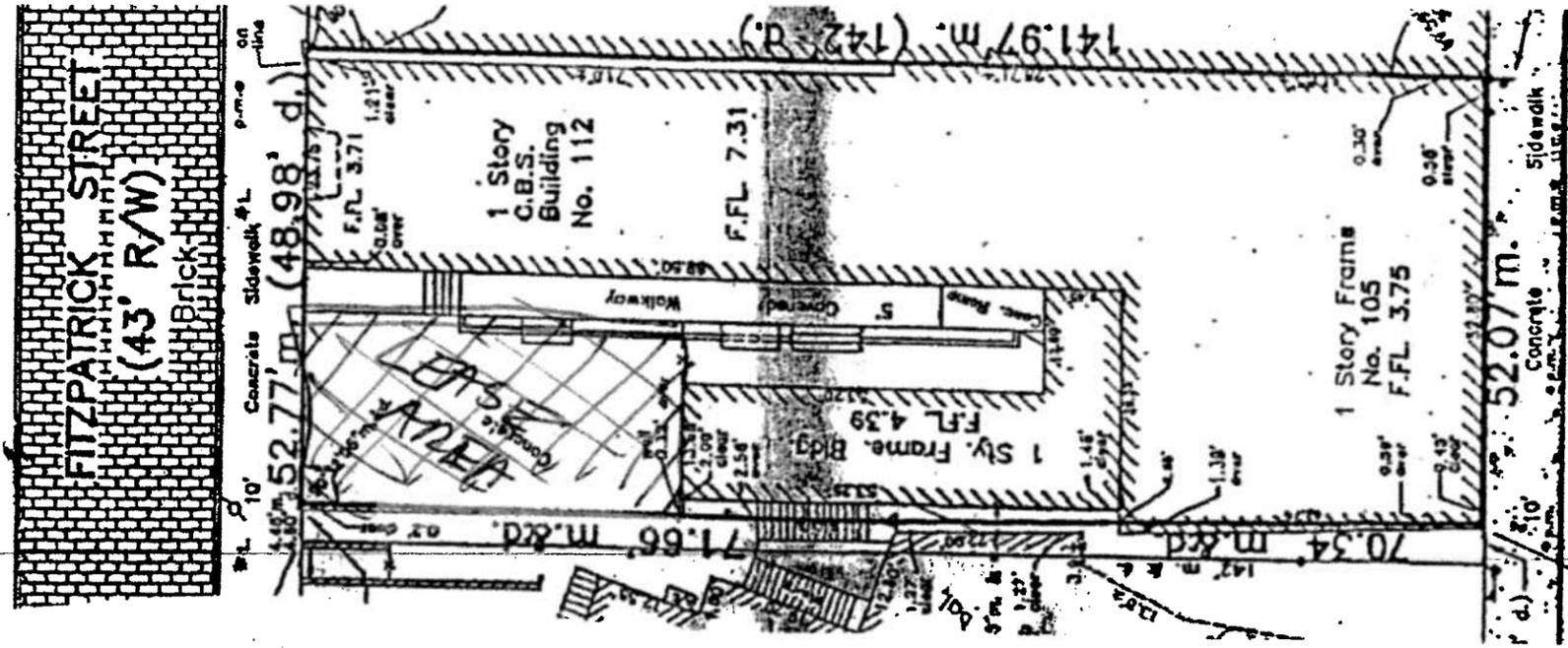
GATE

1 STORY FRM. BLDG - T-SHIRTS

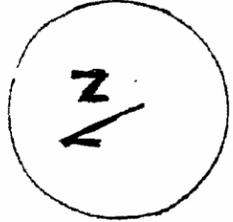
PAY/METER PARKING



CITY PLAT
SITE INSET



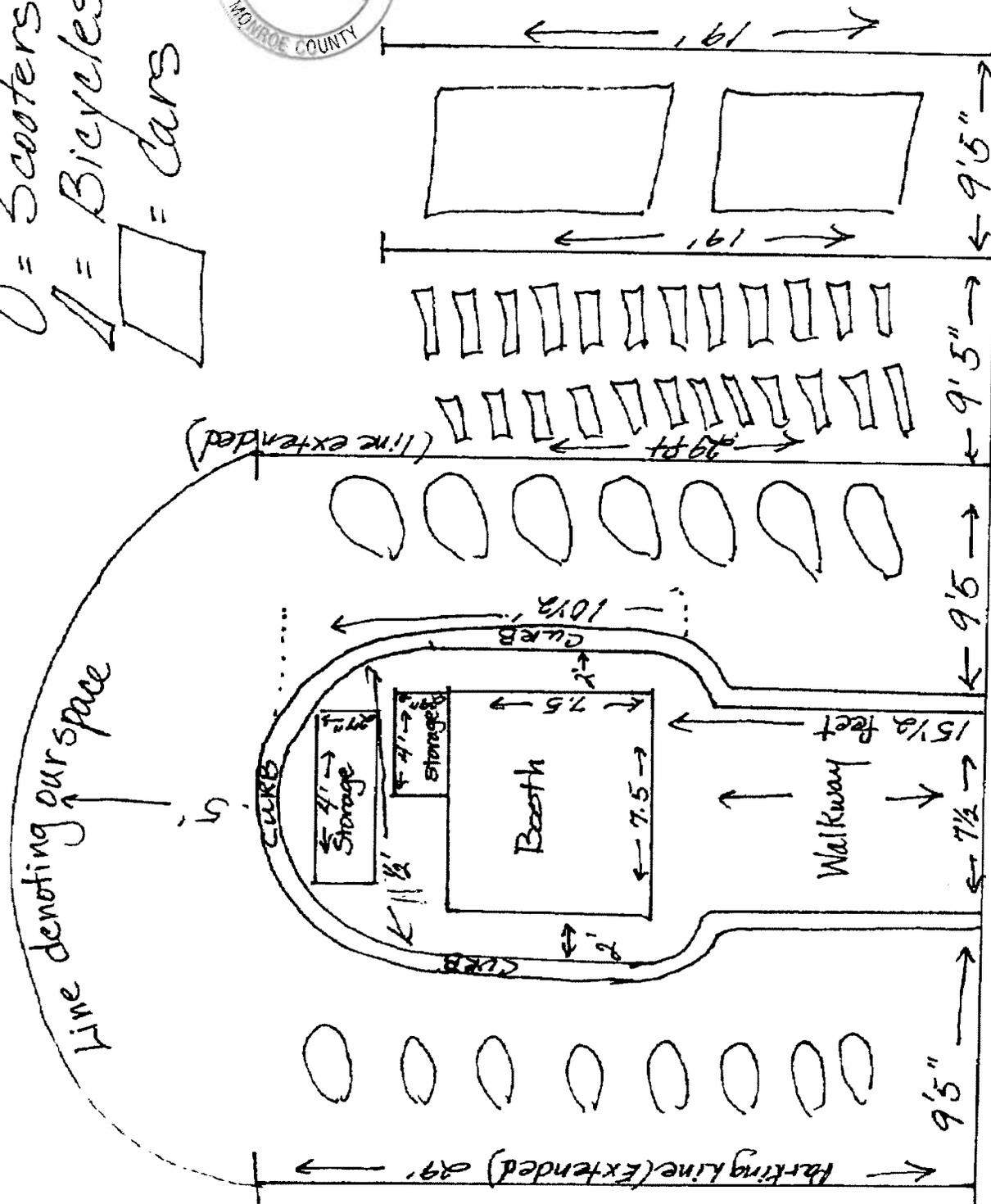
WHITEHEAD STREET
(50' R/W)



REVISED SITE PLAN RE# 0000630-000000
112 FITZPATRICK ST., KEY WEST, FL 33040
PREPARED BY CAPT. JAMES S. EVANS, J.D.
MARCH 10 2010 NOT TO SCALE*

Storage Site Plan

O = Scooters
 / = Bicycles
 [] = Cars



← Sidewalk →

← Whitehead Street →

Car Wash Materials

PARADISE RENTALS II, INC.

1114 Whitehead Street

Key West, FL 33040 Phone: (305) 295-8914 Fax: (305) 295-9289

January 11, 2010

**Nicole Malo, Planner I
City of Key West
604 Simonton Street
Key West, FL 33040**

JAN 11 2010

RE: Paradise Rentals' Request for Two Electric Cars

Dear Nicole:

Per your telephone call this morning regarding disposal of batteries and cleaning methods for the electric cars that we have requested licensing for, I offer the following information:

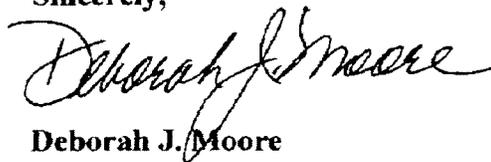
(1) Each car has eight batteries that require very little maintenance other than water level maintenance. However, if a battery has to be replaced, we would do so with another battery and turn the old battery in for a discount. We buy our batteries at Advance Auto which has a place for disposal of old batteries.

(2) Regarding the cleaning of the cars, they will be cleaned at the La Concha parking lot. I have found a product called "Total Eco Car Care Products" and have ordered this product for cleaning. I have attached a copy of my order and information that explains that this product is the most technologically advanced car wash system available that only requires 1-2 gallons of water to wash an entire car and does not require rinsing since there are no soapy surfactants to wash off into storm drains. I believe this would resolve the storm drain runoff issue.

I am still waiting for Jim to call Cynthia Coogle back and resolve the green issue with her.

Thank you.

Sincerely,



Deborah J. Moore

Enclosures



Date:
1/11/2010

Order#:
5900

Bill To: (CustomerID# 4584)

Paradise Rentals
Deborah Moore
1114 Whitehead Street
Key West, FL 33040
United States
305 295 8914
dmooore901@yahoo.com

Ship To:

Paradise Rentals
Deborah Moore
1114 Whitehead Street
Key West, FL 33040
United States
305 295 8914



Payment Method:

Credit Card: MasterCard
Deborah J Moore
*****0744

Shipping Method:

Ground Shipping (USPS Parcel)

Code	Description	Qty	Price	Total
TotalECO	Total Eco Car Care Products	1	\$54.99	\$54.99

Subtotal: \$54.99
Tax: \$0.00
Shipping and Handling: \$13.72
Grand Total: \$68.71

Order Status | Contact Us | About Us | Sitemap

CALL US TOLL FREE: 1-800-270-5699

Green Auto Parts

- 2010 Prius Accessories
- Prius Accessories
- Prius Exclusive Items
- Hybrid Performance
- Bike Rack Receiver Hitch
- Interior and Comfort
- Window Deflectors
- Splash Mud Guards
- Rear Cargo Mat Liner
- Prius Body Kit
- iPod Integration
- Lifestyle Accessories
- Reverse Back Systems
- Wheels and Brakes
- Prius 2001 - 2003
- Maintenance Items

Hybrid Accessories

- Toyota Hybrid
- Honda Hybrid
- Ford Hybrid
- Lexus Hybrid
- Mercury Hybrid
- Nissan Hybrid
- Chevrolet Hybrid
- Cadillac Escalade Hybrid
- GMC Hybrid
- Dodge Hybrid
- Mazda Hybrid
- Porsche Hybrid
- Saturn Hybrid
- Scion e-Box
- Tesla Motors
- Prius Plug In Conversions

Hybrid Videos

You are here: Home > Maintenance Items > GREEN Cleaners

Choose a sub category:

- ▶ Car Wax
- ▶ No Rinse Wash & Shine
- ▶ MicroFiber Towels
- ▶ Protectant Plus



Natural Car Care Products and Green Cleaners

Featured Products

Digital Tire Gauge By Professional Products
 List Price: \$25.00
 Our Price: \$18.96
 You Save \$6.04!



Keep your tires inflated properly for improved gas mileage and safer driving. This digital tire gauge is compatible with all years, makes, and models of cars and has a large, easy-to-read digital display. Digital Car/Truck Tire Gauge with 0 to 150 psi gauge, accurate to within ±1%.

Optimum Protectant Plus - 17oz
 Our Price: \$12.99

Professional Products: Our Best Selling Tire Gauge
 List Price: \$20.00
 Our Price: \$16.50
 You Save \$3.50!



Get this high quality, extremely accurate racing and street high performance tire pressure gauge from Professional Products. These gauges are accurate to within 1% and are very rugged and well built.

Optimum Protectant Plus - 1 Gallon
 Our Price: \$35.99

Optimum No Rins Wash & Shine - 32oz.
 Our Price: \$15.99



No Rinse™ Wash & Shine is the most technologically advanced car wash system that only requires 1-2 gallons of water to wash the entire car. No Rinse™ Wash & Shine does not require rinsing since there are no soapy surfactants to wash off into the storm drains.

Optimum Tire Shine - 1 Gallon
 Our Price: \$35.99

Federal Tax Credit

Hybridfest

News Stories

Partners Page Links

PRIUS Users Guide

Hybrid Car Glossary

Video Sections

2010 Insight Hybrid

Join our mailing list!

Join Now



Protectant Plus is another innovative product from OPT that cleans, restores, and protects leather surfaces, vinyl surfaces, and molding. Protectant Plus has a balance of cleaners, substantive sealant polymers, and UV inhibitors that restore the original color of these surfaces, protect against and hide any scratches, and protect against sun damage.

Protectant Plus keeps leather supple and helps reduce cracking of vinyl and leather surfaces, as well as reducing scratching and marring. Protectant Plus penetrates and adheres to these surfaces; therefore, it does not make these surfaces oily or slick and provides lasting protection. Protectant Plus also works great on the outside trims and moldings and does not streak after rain or wash.

Optimum Tire Shine 17oz

Our Price: \$11.99

[more info](#)
[add to cart](#)



Protectant Plus keeps leather supple and helps reduce cracking of vinyl and leather surfaces, as well as reducing scratching and marring. Protectant Plus penetrates and adheres to these surfaces; therefore, it does not make these surfaces oily or slick and provides lasting protection. Protectant Plus also works great on the outside trims and moldings and does not streak after rain or wash.

Eco Xtraplush Drying Towel

Our Price: \$6.99

[more info](#)
[add to cart](#)



Optimum Tire Shine is the most environmentally friendly tire dressing in the marketplace. It is water-based, solvent-free, and VOC free and provides great shine to tires and vinyl surfaces. While Optimum Tire Shine can be easily sprayed, it has great cling to keep it on the tires. When applied properly, it provides great gloss for tires that last a few weeks with no slinging issues.

Eco Glass Towel

List Price: \$4.99

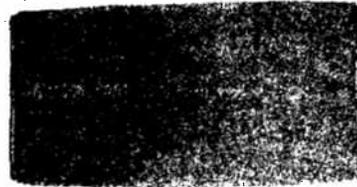
Our Price: \$3.99

You Save \$1.00!

[more info](#)
[add to cart](#)



Optimum Tire Shine is the most environmentally friendly tire dressing in the marketplace. It is water-based, solvent-free, and VOC free and provides great shine to tires and vinyl surfaces. While Optimum Tire Shine can be easily sprayed, it has great cling to keep it on the tires. When applied properly, it provides great gloss for tires that last a few weeks with no slinging issues.



Eco Xtraplush Drying Towel is an extremely plush microfiber towel (16"x24") making drying the car extremely easy. The edges are sewn with microfiber to further protect automotive finishes. You can use it like a chamolis - simply wipe-wring-wipe. It can also be used instead of a wash mitt with No Rinse Wash & Shine.



Eco Glass Towel is the only towel of its kind that cleans glass without chemicals, making glass cleaner chemicals virtually obsolete. Eco Glass Towel is great for cleaning exterior glass surfaces as well as interior ones. Eco Glass Towel also removes bugs from front windshields and the painted surfaces with slight buffing.

To put this amazing glass cleaner to test, slightly dampen Eco Glass Towel with water and wipe half of the interior windshield glass and compare. The results will be crystal clear. One Eco Glass Towel lasts hundreds of washes and saves consumers a great deal of time and money. Eco Glass Towel also makes cleaning windshields much easier since there is no need to race against the glass cleaning chemicals running off.

Most glass cleaner solutions have pungent chemicals like ammonia that burn mucous, alcohol, and other

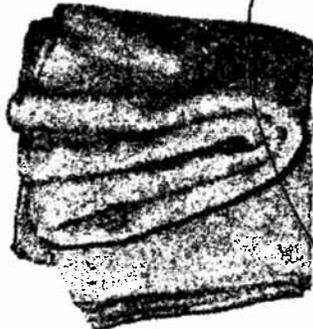
harmful VOCs such as glycol ethers. These chemicals are hazardous to your health and the environment. Eco Glass Towel replaces the need for these hazardous chemicals, and makes this unique product extremely consumer friendly, as well as environmentally friendly.

Eco Glass Towel also reduces the cost of cleaning and waste by replacing many rolls of paper towels. That is why Eco Glass Towel is ideal for automotive use, as well as for use on glass surfaces around the house.

Eco Plush Towel

Our Price: \$3.99 

[more info](#)
[add to cart](#)

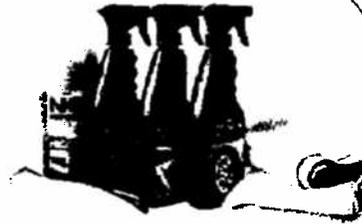


Eco Plush Towel is our most versatile towel that can be used for waxing, drying, and general use for the car and in and around the house. This 16"x16" towel contains over 190,000 fibers per square inch, making it extremely absorbent. Eco Plush Towel is used by many detail shops and car dealerships since it is economical and versatile. One towel lasts for hundreds of washes and saves valuable time and money.

Total Eco Car Care Products

Our Price: \$54.99 

[more info](#)
[add to cart](#)



Total Eco Car Care Products - A saving of over 25%! Everything you need in this set includes:
 32 oz. No Rinse Wash
 17 oz. Car Wax
 17 oz. Protectant Plus
 17 oz. Tire Shine
 1 Eco Xtraplush Drying Towel
 1 Eco Plush Towel
 1 Eco Glass Towel

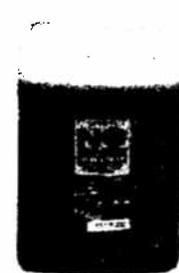
Optimum No Rinse Wash & Shine - 1 Gallon

List Price: \$49.00

Our Price: \$39.99

You Save \$9.01! 

[more info](#)
[add to cart](#)



No Rinse™ Wash & Shine is the most technologically advanced car wash system that only requires 1-2 gallons of water to wash the entire car. No Rinse™ Wash & Shine does not require rinsing since there are no soapy surfactants to wash off into the storm drains.

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Site Photos

EXHIBIT 6



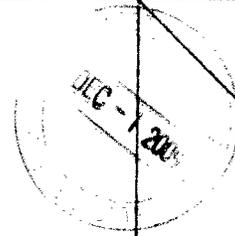
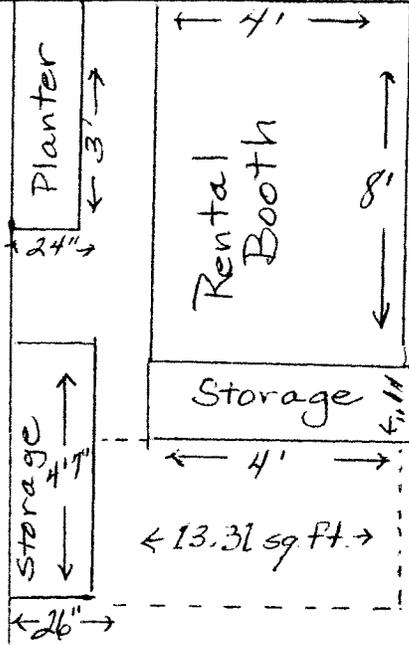
EXHIBIT 7





Fitzpatrick Street

Sidewalk



45' 7" (length of the sidewalk area)

Adjoining Building

15' 2" (width of the sidewalk area)
15' 0" 1/2 (width of the sidewalk area)

EXHIBIT 10





EXHIBIT 13



EXHIBIT 14



EXHIBIT 15



EXHIBIT 16





EXHIBIT 18



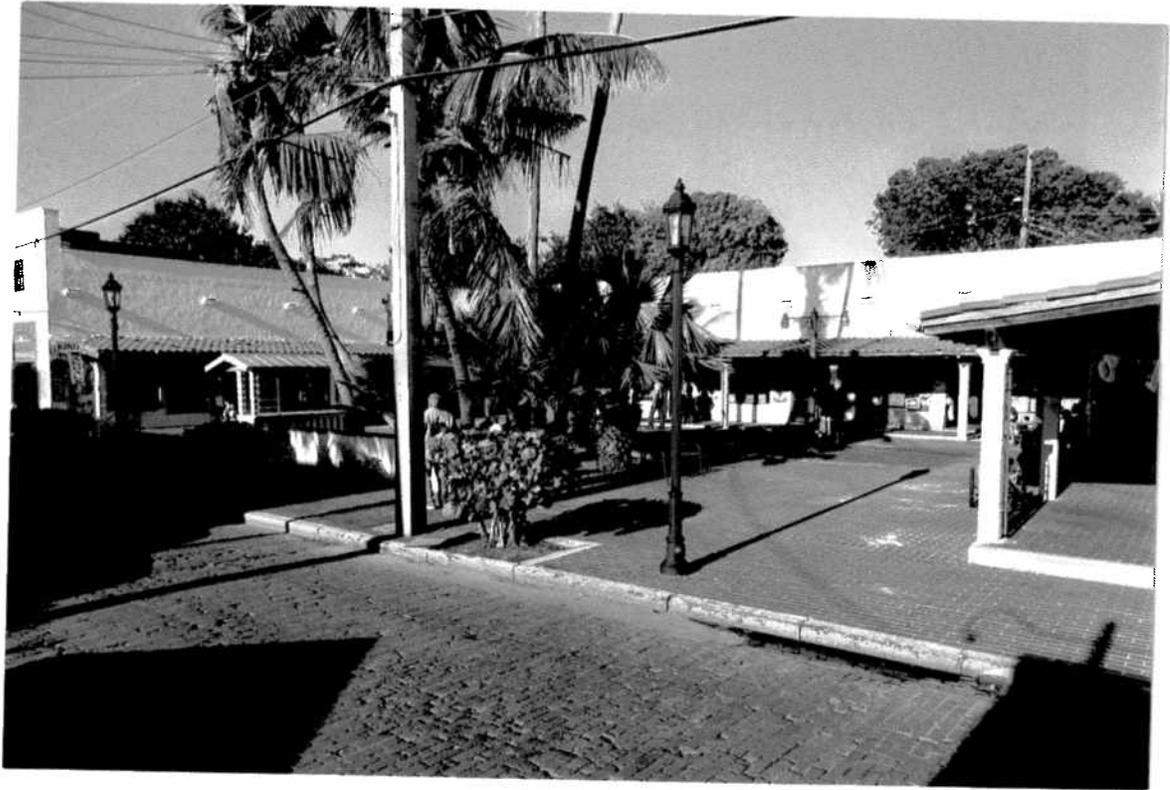
EXHIBIT 19



EXHIBIT 20



EXHIBIT 21



DRC Comments/Minutes

- b. Variances – 900 Washington Street (RE# 00039940-000000) – A request for variances to open space, building coverage, front, side, and rear setbacks in the Single Family (SF) zoning district per Sections 108- 346(b), 122-238 (4)(a), (6)(a)(1), (2), (3) of the Land Development Regulations of the Code of Ordinances of the City of Key West, Florida.**

Mrs. Monnier informed members that the applicant was unable to attend the meeting; however, that she has spoken to them and requested that the existing and proposed site plans be provided separately in order to avoid confusion. She also reviewed with them the good neighbor policy.

Ms. Torregrosa stated that even though this house is not listed in the local historic registry, the house is listed as contributing. Therefore, the applicant will still need to seek HARC approval.

Mr. Mallott stated he made a site visit and does not foresee a problem; however, they would like to see larger plans in order to give more accurate details.

Mr. Bowman will need to coordinate with architect in regards to stormwater.

Mrs. Domenech-Coogle stated that the location of the new swale on the plans is right in the root system of a big mahogany tree, which is already leaning towards the street. Any reduction of the roots on that side will cause the tree to fall. Need to coordinate where the swale will go.

Mr. Wilkins had no comments.

Mrs. Nicklaus stated that the Building Department had no comments.

Mrs. Nicklaus read the following comments from:

Florida Keys Aqueduct Authority – The FKAA has no objection for a request for variances to open space, building coverage, front, side, and rear setbacks in the Single Family (SF) zoning district per Sections 108- 346(b), 122-238 (4)(a), (6)(a)(1), (2), (3) of the Land Development Regulations of the Code of Ordinances of the City of Key West, Florida.

Keys Energy Services – had no objections.

- c. Conditional Use – 112 Fitzpatrick Street (RE# 00000650-000000) - A Conditional Use application in the historic district for two electric cars for rent at an existing bicycle/moped business in the Historic Residential Commercial Core- Duval Street Oceanside (HRCC-1) zoning district per Section 122-688(17) of the Land Development Regulations of the Code of Ordinances of the City of Key West, Florida.**

The applicant's representative, Jim Evans, 1114 Whitehead Street, was available for any questions from committee members.

Ms. Torregrosa informed Mr. Evans that any exterior changes would require HARC approval.

Mrs. Nicklaus informed Mr. Evans that the Building Department issued a permit for a sign but that it cannot exceed 5 square feet. His proposed sign currently exceeds that size. Mr. Evans stated that the sign has been reduced.

Mr. Mallott has no objections as long as it is brought up to code. Mr. Evans informed members that the carts will not be stored overnight on site and charging will not take place at the Fitzpatrick location. The Fire Department will look into fire prevention measures on the site where the carts will be stored.

Mrs. Nicklaus informed applicant that when applying for any subsequent applications/permits, please list the address as 105 Whitehead Street, aka 112 Fitzpatrick.

Mrs. Nicklaus read the following comments from:

Florida Keys Aqueduct Authority – The FCAA has no objection for a Conditional Use application in the historic district for two electric cars for rent at an existing bicycle/moped business in the Historic Residential Commercial Core- Duval Street Oceanside (HRCC-1) zoning district per Section 122-688(17) of the Land Development Regulations of the Code of Ordinances of the City of Key West, Florida.

Keys Energy Services – had no objections.

Mr. Wilkins stated that the scope of the project does not trigger any ADA upgrade requirements; however, they are still held under the reasonable accommodation portion of ADA. Therefore, Mr. Wilkins suggests that a clipboard be made available to clients due to the height of the countertop.

Mrs. Domenech-Coogle stated that she would like to see some landscaping on the project. She then asked Mr. Evans if the applicant would consider planting a street tree on Fitzpatrick. The applicant will coordinate with Mrs. Domenech-Coogle.

Mr. Bowman had no comments.

Mr. Evans informed members that they have no intent or desire to harass tourists arriving from cruise ships. He also stated that they have had no code violations.

Ms. Malo clarified that the site is currently licensed for 48 mopeds and bicycles and that the La Concha site is designated for their rentals only.

Ms. Malo requested more statistics for the entire site since it is one lot of record (i.e, lot coverage, building coverage, square footage). Additionally, she informed the applicant that the Planning Board will need reassurance that the carts will not be rented from the La Concha site and that this may be added as a condition.

Ms. Torregrosa informed Mr. Evans that only two signs are allowed.

- d. Lot Split - 419 and 421 Grinnell Street (RE# 00005310-000000 & 00005330-000000) - A lot split in the Historic Medium Density Residential (HMDR) zoning district per Section 118-169 of the Land Development Regulations of the Code of Ordinances of the City of Key West, Florida.**

The applicant's legal representative, Ginny Stones with Stones and Cardenas, gave committee members an overview of the variance request.

Mr. Bowman and Mr. Mallott had no comments.

Ms. Torregrosa informed applicant that if a fence is put up or replaced it will need to go before HARC.

Mrs. Nicklaus stated the Building Department had no comments.

Mrs. Nicklaus read the following comments from:

Florida Keys Aqueduct Authority – The FCAA has no objection for a lot split in the Historic Medium Density Residential (HMDR) zoning district per Section 118-169 of the Land Development Regulations of the Code of Ordinances of the City of Key West, Florida.

Keys Energy Services – had no objections.

Mr. Wilkins stated that this is residential and exempt from ADA.



THE CITY OF KEY WEST

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

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**General Services and Engineering Director
Storm Water Review, Gary W. Bowman**

112 Fitzpatrick Street, Key West, FL

02-24-10 Storm water/ Engineering Review

Please find the following review comments regarding the above mentioned project.

The existing site currently is 100% impervious and there are no planned improvements to the site.

Regarding ingress and egress to the public street, I see no issues as long as the activity is restricted to the applicant's request of two electric operating from the above mentioned site.

Due to public safety concerns and the chance of pedestrians walking across the existing drive and the possibility of coming into contact during the operation of the electric cars, it is recommended that mirrors be installed to allow operators to see on-coming pedestrians.

Nicole Malo

From: Alan Averette
Sent: Monday, March 08, 2010 12:06 PM
To: Nicole Malo
Subject: Conditional Use – 112 Fitzpatrick St.
Attachments: image001.png; oledata.mso



**KEY WEST FIRE DEPARTMENT
FIRE MARSHAL'S OFFICE**

Conditional Use – 112 Fitzpatrick St. (RE# 00000650-000000) – A conditional Use application in the historic district for two electric cars for rent at existing bicycle/moped business in the Historic Residential Commercial Core-Duval St. Oceanside (430 Duval St. /400 blk Whitehead ST.

The Key West Fire Marshal's Office has no life safety concerns at this time.

ALAN AVERETTE, Lt. Fire Inspector
Key West Fire Department
1600 N. Roosevelt Boulevard
Key West, Florida 33040
305-809-3933 Office
305-293-8399 Fax
aaverett@keywestcity.com

Serving the Southernmost City



(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

December 17, 2009

Mrs. Amy Kimball-Murley, AICP
City of Key West
PO Box 1409
Key West, Florida 33040

RE: DEVELOPMENT REVIEW COMMITTEE
KEYS ENERGY SERVICES COMMENTS MEETING OF DECEMBER 18, 2009

Dear Mrs. Kimball-Murley:

Keys Energy Services (KEYS) received the Development Review Committee Agenda for December 18, 2009. KEYS has reviewed the items that will be discussed at the City's Development Review Committee meeting.

Below are KEYS' comments:

1. LOCATION: 1500 Reynolds Street
COMMENT: KEYS has no objections
2. LOCATION: 1500 Reynolds Street - Variance
COMMENT: KEYS has no objections
3. LOCATION: Portion of Gecko Lane, abutting 309 Caraballo Lane
COMMENT: KEYS has no objections
4. LOCATION: 900 Washington Street
COMMENT: KEYS has no objections
5. LOCATION: 112 Fitzpatrick Street
COMMENT: KEYS has no objections
6. LOCATION: 419-421 Grinnell Street
COMMENT: KEYS has no objections

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:

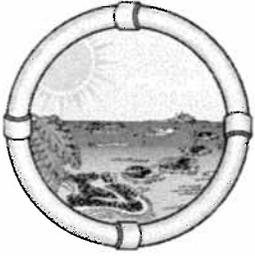
A small, dark, illegible signature or stamp.

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

C:

L. Tejada, General Manager & CEO
J. Wetzler, Asst. General Manager & CFO
D. Finigan, Director of Engineering/Control Center
A. Tejada, Director of Customer Service
File: PLI-132

Florida Keys Aqueduct Authority



Engineering Department
1100 Kennedy Drive, Key West, Florida 33040
Telephone (305)296-2454 Fax (305)295-2223

MEMORANDUM

TO: Carlene Cowart, Administrative Coordinator
FROM: Marnie Thrift-Distribution Design Specialist
DATE: December 17, 2009
SUBJECT: Development Review Committee Meeting

A representative of the FCAA will not be able to attend the DRC meeting scheduled for December 18, 2009. Comments on the projects are as follows:

4. Old Business

a. Conditional Use – 1500 Reynolds (RE# 00037160-000100) – The FCAA has no objection for a conditional use for proposed antenna mount on rooftop equipment shelter in the HCT zoning district per Section 122-898 of the Land Development Regulations of the Code of Ordinances of the City of Key West, Florida.

b. Variance – 1500 Reynolds (RE# 00037160-000100) – The FCAA has no objection for a variance request for height for proposed antenna mount on rooftop equipment shelter in the HCT zoning district per Section 122-900 of the Land Development Regulations of the Code of Ordinances of the City of Key West, Florida.

5. New Business

a. Vacation of City Property – A portion of Gecko Lane, abutting 309 Caraballo Lane (RE# 00000350-000000) The FCAA has no objection for an for use by the owner of same per Sections 90-587, 90-588 & 90-589 of the Land Development Regulations of the Code of Ordinances of the City of Key West, Florida.

b. Variances – 900 Washington Street (RE# 00039940-000000) – The FCAA has no objection for a request for variances to open space, building coverage, front, side, and rear setbacks in the Single Family (SF) zoning district per Sections 108- 346(b), 122-238 (4)(a), (6)(a)(1), (2), (3) of the Land Development Regulations of the Code of Ordinances of the City of Key West, Florida.

c. Conditional Use – 112 Fitzpatrick Street (RE# 00000650-000000) - The FCAA has no objection for a Conditional Use application in the historic district for two electric cars for rent at an existing bicycle/moped business in the Historic Residential Commercial Core- Duval Street Oceanside (HRCC-1) zoning district per Section 122-688(17) of the Land Development Regulations of the Code of Ordinances of the City of Key West, Florida.

Landscaping



MEMO

TO: Ms. Amy Kimball-Murley
Director of Planning

FROM: Cynthia Domenech-Coogle
Urban Forestry Program Mgr.

DATE: January 11, 2010

SUBJECT: 112 Fitzpatrick Street

Above said property is has no area for landscaping as per code. In order to assist in beautifying the area of Fitzpatrick Street corridor I suggest a \$300.00 donation to the City of Key West/Tree Commission 'Tree Fund' to replace shrubs on Fitzpatrick Street.



JAN 20 2010

Thursday, January 21, 2010 6:53 AM

Fitzpatrick St./Elec. Cars - Variance

From: "james evans" <jimInkeywest@hotmail.com>
To: cdcoogle@keywestcity.com, "deborah moore" <dmoore901@yahoo.com>

Dear Ms. Coogle:

I spoke to the principal of Paradise Rentals regarding your request for a donation; to the tree fund; and for the beautification of the Fitzpatrick Street promenad/corridor.

Pursuant to your request Deborah Moore, Pres., Paradise Rentals hereby commits a donation of \$300.00 on this the 21st day of January, 2010. Such sum shall be delivered upon the successful contribution by the other business owners on Fitzpatrick Street.

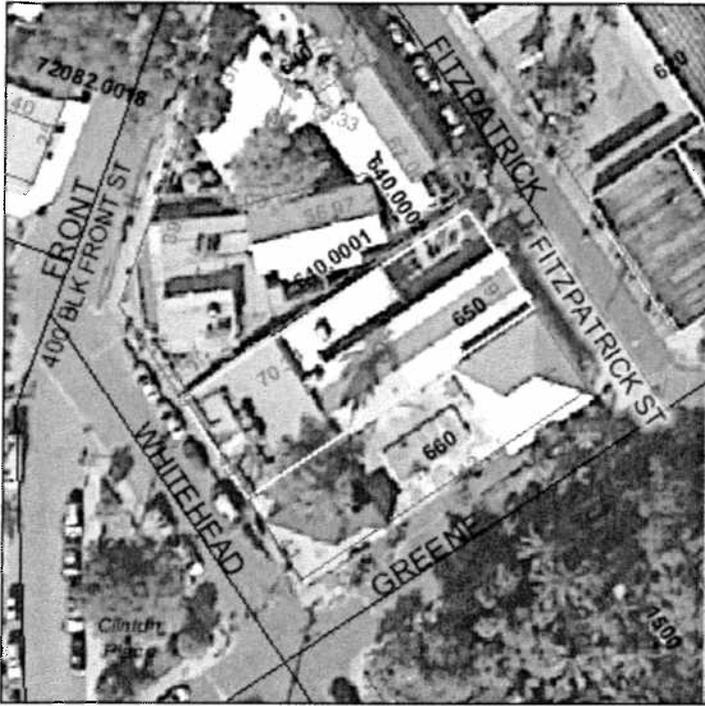
Good Luck with your goal.

Sincerely,

James S. Evans
Consultant, Paradise Rentals
112 Fitzpatrick Street
923-6063

Your E-mail and More On-the-Go. Get Windows Live Hotmail Free. Sign up now.

**Property Appraisers Info-
Rental Site**



Land Details

Land Use Code	Frontage	Depth	Land Area
100D - COMMERCIAL DRY	49	142	6,975.00 SF

Building Summary

Number of Buildings: 1
 Number of Commercial Buildings: 1
 Total Living Area: 5812
 Year Built: 1934

Building 1 Details

Building Type
 Effective Age 15
 Year Built 1934
 Functional Obs 0

Condition A
 Perimeter 474
 Special Arch 0
 Economic Obs 0

Quality Grade 400
 Depreciation % 19
 Grnd Floor Area 5,812

Inclusions:

Roof Type
 Heat 1 FCD/AIR DUCTED
 Heat Src 1 ELECTRIC

Roof Cover
 Heat 2
 Heat Src 2

Foundation
 Bedrooms 0

Extra Features:

2 Fix Bath 0
 3 Fix Bath 0
 4 Fix Bath 0
 5 Fix Bath 0
 6 Fix Bath 0
 7 Fix Bath 0
 Extra Fix 6

Vacuum 0
 Garbage Disposal 0
 Compactor 0
 Security 0
 Intercom 0
 Fireplaces 0
 Dishwasher 0

Sections:

Nbr	Type	Ext Wall	# Stories	Year Built	Attic	A/C	Basement %	Finished Basement %	Area
1	FLA		1	1990		Y			5,812
2	OPX		1	1998					445
3	PTO		1	1998					1,075

Interior Finish:

Section Nbr	Interior Finish Nbr	Type	Area %	Sprinkler	A/C
	299	1 STY STORE-B	100	N	Y

Exterior Wall:

Interior Finish Nbr	Type	Area %
104	WD OVER CONC BL	100

Misc Improvement Details

Nbr	Type	# Units	Length	Width	Year Built	Roll Year	Grade	Life
1	FN2:FENCES	240 SF	40	6	2001	2002	2	30

Appraiser Notes

EXTENSIVE RENOVATION & ADDITION 1996 TPP 8888481 - KEY WEST MARKET
14-1 REDUCED VALUE FROM \$2,431,520

Building Permits

Bldg Number	Date Issued	Date Completed	Amount	Description	Notes
1	B944055	12/01/1994	11/01/1995	1,200 Commercial	REMOVE/REPLACE DOORS
2	A951968	06/01/1995	12/01/1995	750 Commercial	SIGN 4 X 20
3	9601098	03/01/1996	08/01/1996	73,850 Commercial	RENOVATION
4	9601385	03/01/1996	08/01/1996	10,000 Commercial	ELECTRICAL
5	9601852	05/01/1996	08/01/1996	5,300 Commercial	PLUMBING
6	9601874	05/01/1996	08/01/1996	6,000 Commercial	MECHANICAL
7	9602329	06/01/1996	08/01/1996	3,500 Commercial	SIGN
8	9602596	06/01/1996	08/01/1996	2,500 Commercial	MECHANICAL
9	9602729	07/01/1996	08/01/1996	1 Commercial	PAINTING
10	9602773	07/01/1996	08/01/1996	400 Commercial	ELECTRICAL
11	9601277	03/01/1996	08/01/1996	1,750 Commercial	PLUMBING
12	9601451	03/01/1996	08/01/1996	2,500 Commercial	AWNINGS
13	9604002	10/01/1996	11/01/1996	8,000 Commercial	ROOF
14	9604082	10/01/1996	11/01/1996	10,000 Commercial	REPAIR & REMODELING
15	9604569	12/01/1996	12/01/1996	200 Commercial	SIGN
16	9604611	12/01/1996	05/01/1997	70,000 Commercial	ELECTRICAL/PLUMBING
17	9700656	02/01/1997	05/01/1997	585 Commercial	ELECTRICAL
18	9700029	01/01/1997	05/01/1997	200 Commercial	PAINTING
19	9700703	03/01/1997	05/01/1997	250 Commercial	PLUMBING
20	9701126	04/01/1997	05/01/1997	2,500 Commercial	AWNINGS

21	9701317	04/01/1997	05/01/1997	5,000	Commercial	12X10 COOLER
22	9702017	07/01/1997	07/01/1997	2,000	Commercial	SIGNS
23	0002729	09/19/2000	12/13/2000	3,000	Commercial	HURRICANE SHUTTERS
24	0101312	03/30/2001	11/13/2001	1,200	Commercial	WOOD FENCE
25	0201873	07/12/2002	12/31/2005	4,000	Commercial	NEW ROOF
25	05-3268	11/03/2005	12/31/2005	4,000	Commercial	UP-DATE EXISTING PERMIT#02-1873 FOR FINAL INSPECTIONS PURPOSES ONLY
	08-678	03/11/2008		7,658	Commercial	ROOFING
	08-1313	04/28/2008		1,700	Commercial	SIGN
	08-478	02/25/2008		1,500	Commercial	NOVELTY SIDING
26	04-0986	04/01/2004	11/18/2004	1,200	Commercial	R&R FRENCH DOORS
	08-3935	10/21/2008		8,505	Commercial	1000 SF WHITE 60 MIL SINGLE PLY ROOFING

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
2009	663,639	647	2,560,608	3,224,894	3,224,894	0	3,224,894
2008	663,639	672	1,848,375	2,971,822	2,971,822	0	2,971,822
2007	439,716	697	1,848,375	2,971,822	2,971,822	0	2,971,822
2006	450,062	731	767,250	2,341,508	2,341,508	0	2,341,508
2005	450,062	756	697,500	1,858,856	1,858,856	0	1,858,856
2004	421,730	781	697,500	1,804,715	1,804,715	0	1,804,715
2003	421,730	815	571,950	1,804,715	1,804,715	0	1,804,715
2002	421,730	840	571,950	1,804,715	1,804,715	0	1,804,715
2001	404,907	6,141	446,400	1,782,961	1,782,961	0	1,782,961
2000	414,109	1,977	376,650	1,736,923	1,736,923	0	1,736,923
1999	477,967	2,036	376,650	1,736,923	1,736,923	0	1,736,923
1998	319,290	2,094	376,650	1,587,943	1,587,943	0	1,587,943
1997	260,544	2,152	362,700	1,587,943	1,587,943	0	1,587,943
1996	194,251	2,480	362,700	570,561	570,561	0	570,561
1995	194,251	2,545	362,700	570,561	570,561	0	570,561
1994	194,251	2,610	362,700	570,561	570,561	0	570,561
1993	194,251	2,676	362,700	557,545	557,545	0	557,545
1992	194,251	2,741	362,700	557,545	557,545	0	557,545
1991	194,251	2,806	362,700	557,545	557,545	0	557,545
1990	103,772	11,853	320,850	557,545	557,545	0	557,545
1989	103,772	12,088	313,875	505,724	505,724	0	505,724
1988	97,375	10,007	273,769	381,151	381,151	0	381,151
1987	95,196	10,396	188,325	372,774	372,774	0	372,774
1986	95,688	10,754	188,325	354,398	354,398	0	354,398
1985	92,882	8,729	174,570	350,457	350,457	0	350,457
1984	88,467	2,124	83,928	174,519	174,519	0	174,519

1983	88,467	2,124	57,404	147,995	147,995	0	147,995
1982	74,287	2,124	48,984	125,395	125,395	0	125,395

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.

There are no sales to display for this parcel.

This page has been visited 159,027 times.

Monroe County Property Appraiser
 Ervin A. Higgs, CFA
 P.O. Box 1176
 Key West, FL 33041-1176

**Property Appraisers Info-
Storage Site**



Paradise tax sales
Paradise rentals
No bikes
48 scooters
Commercial parking lot
-not designated for use

Ervin A. Higgs, CFA
Property Appraiser
Monroe County, Florida

office (305) 292-3420
fax (305) 292-3501

Monday January 18, 2010, the Monroe County Property Appraiser
Property Record View

Alternate Key: 1006882 Parcel ID: 00006650-000000

Ownership Details

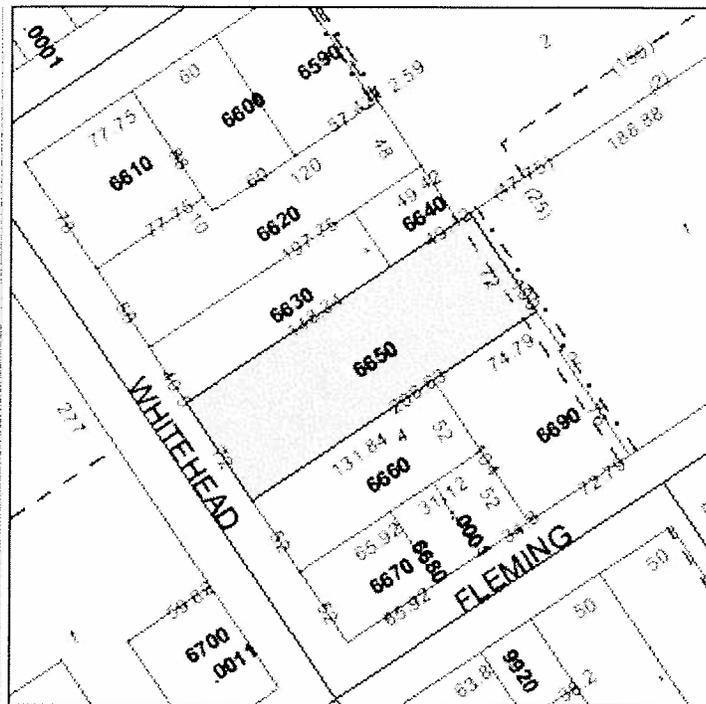
Mailing Address:
SPOTTSWOOD PARTNERS II LTD

500 FLEMING ST
KEY WEST, FL 33040

Property Details

PC Code: 28 - PARKING LOTS, MOBILE HOME PARKS
Millage Group: 10KW
Affordable Housing: No
Section-Range: 06-68-25
Property Location: 400 BLK WHITEHEAD ST KEY WEST
Legal Description: KW PT LOT 4 SQR 38 & PT BABCOCK LANE OR245-402/O3 OR374-51/54 OR374-55/56 OR941-2262/2265Q/C OR985-1803-E OR1268-869/871(RES NO 93-336) OR1566-1343/51 OR1585-1884/1902 OR1585-1908/26 OR1585-1927/45 OR1617-1226/42 OR1617-1243/59 OR1617-1260/76(LG)

Parcel Map



Land Details

Land Use Code	Frontage	Depth	Land Area
100D - COMMERCIAL DRY	0	0	14,166.00 SF
100D - COMMERCIAL DRY	0	0	644.00 SF

Building Summary

Number of Buildings: 0
 Number of Commercial Buildings: 0

0

Misc Improvement Details

Appraiser Notes

Parcel Value History

Certified Roll Values.

View Taxes for this Parcel.

2004	0	11,848	1,258,850	1,270,698	1,270,698	0
2003	0	11,848	562,780	574,628	574,628	0
2002	0	11,848	562,780	574,628	574,628	0
2001	0	11,848	562,780	574,628	574,628	0
2000	0	0	518,350	518,350	518,350	0
1999	0	0	518,350	518,350	518,350	0
1998	0	0	518,350	518,350	518,350	0
1997	0	0	473,920	473,920	473,920	0
1996	0	0	473,920	473,920	473,920	0
1995	0	0	473,920	473,920	473,920	0
1994	0	0	473,920	473,920	473,920	0
1993	0	0	453,312	453,312	453,312	0
1992	0	0	453,312	453,312	453,312	0
1991	0	0	453,312	453,312	453,312	0
1990	0	0	343,526	343,526	343,526	0
1989	0	0	339,984	339,984	339,984	0
1988	0	0	254,988	254,988	254,988	0
1987	0	0	216,917	216,917	216,917	0
1986	0	0	212,490	212,490	212,490	0
1985	0	0	127,494	127,494	127,494	0
1984	0	0	127,494	127,494	127,494	0
1983	0	882	70,625	71,507	71,507	0
1982	0	882	64,271	65,153	65,153	0

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.

There are no sales to display for this parcel.

Ervin A. Higgs, CFA
Property Appraiser
Monroe County, Florida

office (305) 292-3420
fax (305) 292-3501

Monday January 18, 2010, the Monroe County Property Appraiser
Property Record View

Alternate Key: 1006807 Parcel ID: 00006570-000000

Ownership Details

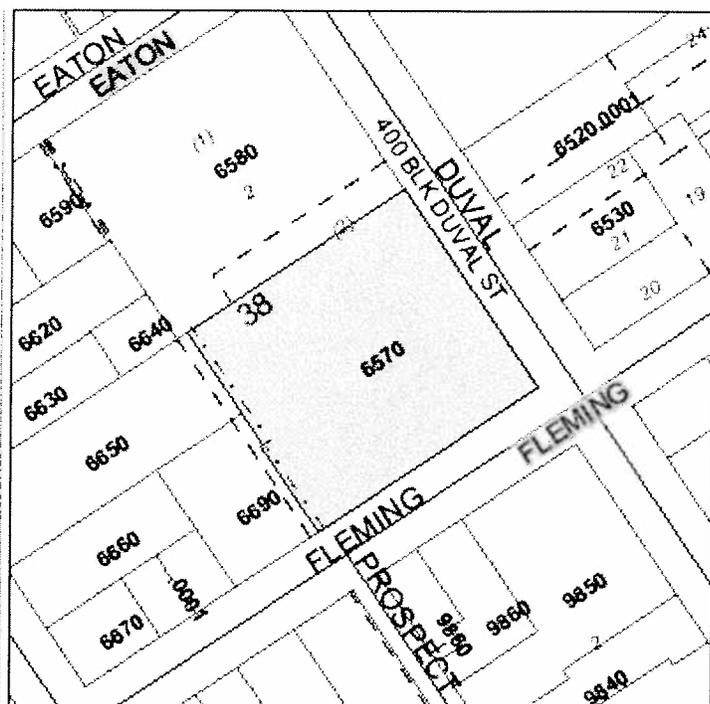
Mailing Address:
SPOTTSWOOD PARTNERS II LTD

500 FLEMING ST
KEY WEST, FL 33040

Property Details

PC Code: 39 - HOTELS,MOTELS
Millage Group: 10KW
Affordable Housing: No
Section-Range: 06-68-25
Property Location: 430 DUVAL ST KEY WEST
Legal Description: KW PT LOT 1 SQR 38 & PT BABCOCK LANE OR245-397/398 OR374- 51/54 OR941-2262/2265Q/C OR985-1803-E OR1268-869/871(RES NO 93-336) OR1566-1343/51 OR1585-1884/1902 OR1585-1908/26 OR1585-1927/45 OR1617-1226/42 OR1617-1243/59 OR1617-1260/76(LG)

Parcel Map



Land Details

Land Use Code	Frontage	Depth	Land Area
100D - COMMERCIAL DRY	178	190	31,984.00 SF
100D - COMMERCIAL DRY	0	0	1,423.00 SF

Building Summary

Number of Buildings: 2
 Number of Commercial Buildings: 2

63145

Building 1 Details**Building 2 Details****Misc Improvement Details****Appraiser Notes**

2002-12-26 - (041)160 HOTEL ROOMS. BLDG NO 1 IS RESTORED PORTION OF OLD BUILDING. BLDG NO 2 IS TWO COMPLETED FLOORS OF NEW HOTEL TPP ACCOUNT #8513755.

Building Permits

Bldg Number	Date Issued	Date Completed	Amount	Description	Notes
46	06-5686	10/17/2006	12/19/2006	10,000 Commercial	ADD LIGHTS AND OUTLETS IN DINING AREA
1	B94-002	01/01/1994	02/01/1994	95,805 Commercial	RENOVATIONS,RELOCATE BAR
3	B94-0410	02/01/1994	12/01/1994	3,750 Commercial	ADDING A STRUCTURAL BEAM
2	M94-0126	01/01/1994	12/01/1994	700 Commercial	3 DROPS
4	M94-3567	10/01/1994	12/01/1994	1,000 Commercial	REPLACE A/C UNIT
5	E95-0139	01/01/1995	08/01/1995	200 Commercial	1 MOTOR
6	B95-0145	01/01/1995	08/01/1995	4,000 Commercial	REPLACE WOOD ENTRY DOOR
7	B95-1244	04/01/1995	08/01/1995	27,920 Commercial	REPL 28 WDWS - 5 DOORS
8	96-3984	10/01/1996	11/01/1996	41,000 Commercial	MECHANICAL
9	964194	10/01/1996	11/01/1996	41,000 Commercial	MECHANICAL
10	97-1289	04/01/1997	10/01/1997	57,000 Commercial	ROOFING
11	97-3899	11/18/1997	12/07/1998	2,000 Commercial	REPL AIR HANDLER
12	98-1086	01/06/1998	12/07/1998	40,000 Commercial	PAINT ALL WOOD
13	98-2072	07/02/1998	12/07/1998	19,000 Commercial	REPL AIR HANDLER
14	98-2916	10/20/1998	12/07/1998	39,000 Commercial	ROOF REPAIRS
15	98-3220	12/21/1998	12/30/1998	20,000 Commercial	UPDATE SERVICE
16	99-4040	01/07/1999	11/03/1999	60,000	REPAIR CONCRETE SPALLING
17	99-0039	01/07/1999	11/03/1999	8,000	3 ANTENNA'S
18	99-0457	02/05/1999	11/03/1999	8,000 Commercial	REPLACE 3 AIR HANDLERS
19	99-0869	03/12/1999	11/03/1999	55,000 Commercial	NEW AWNINGS
20	99-1104	03/30/1999	11/03/1999	25,000 Commercial	REMVE/REPL CONCRETE STAIR

22	99-1725	05/19/1999	11/03/1999	6,000	Commercial	ANTENNA'S
23	99-2193	06/28/1999	11/03/1999	5,000	Commercial	REFINISH POOL
24	99-*4041	12/23/1999	07/12/2000	16,000	Commercial	REMOVE/REPL DRIVEWAY
47	06-6275	01/24/2007		9,000	Commercial	SEAL COAT 34,870SF RE-STRIP PARKING
48	07-0444	02/13/2007		1,100	Commercial	REPLACE 70 LOW VOLTAGE LIGHTS IN ROOF
45	06-5420	10/05/2006	12/19/2006	314,000	Commercial	EXTERIOR PAINTING / STUCCO REPAIR /CONCRETE REPAIR
44	06-4266	08/04/2006	12/19/2006	200,000	Commercial	INTERIOR DEMO OF NON BEARING WALLS FINISHES
43	06-3783	06/29/2006	12/19/2006	900	Commercial	HARD WIRE 7 WALL SCONES SMOKE DETECTORS EMERGENCY SIGHNS
25	00-1641	06/20/2000	11/01/2000	90,000	Commercial	142 CANVAS AWNINGS
26	00-1996	08/01/2000	11/01/2000	42,000	Commercial	POWER PAINT BUILDING
27	99-1725	08/25/2000	11/01/2000	5,500	Commercial	3 ADDITIONAL ANTENNAS
28	01-977	03/12/2001	11/16/2001	8,381	Commercial	INTERIOR RENOVATION
30	01-2818	08/14/2001	11/16/2001	8,800	Commercial	REPLACE FIRE ALARM
29	01-2707	08/02/2001	11/16/2001	2,000	Commercial	ELECTRICAL
31	01-3346	10/16/2001	11/16/2001	5,500	Commercial	INSTALL/CONNECT 3 ANTENAS
32	01-3061	12/04/2001	08/16/2002	20,000	Commercial	REMOVE 8 GUEST ROOMS
33	01-3968	12/14/2001	08/16/2002	5,000	Commercial	PLUMBING
34	02-0675	03/21/2002	08/16/2002	100	Commercial	MOVE TICKET BOOTH
35	02-2720	12/17/2002	10/03/2003	40,695	Commercial	ROOFING OVER BAR
36	02-3282	03/25/2003	10/03/2003	33,000	Commercial	RENOVATE TOP-BAR
37	03-1601	06/06/2003	10/03/2004	3,000	Commercial	REMOVE WINDOW
38	03-0478	08/05/2003	02/23/2004	77,500	Commercial	PLUMBING & BUILDOUT
39	04-0023	01/08/2004	02/23/2004	9,000	Commercial	REPLACE AIR HANDLER
40	04-0047	01/09/2004	02/23/2004	20,000	Commercial	ELE FOR STARBUCKS
50	07-4038	08/20/2007		1,500	Commercial	INSTALL CIRCUIT FOR 1. TON A.C. FOR TELEPHONE ROOM
51	07-4039	08/20/2007		2,400	Commercial	RUN ELECTRIC FOR HOTEL KITCHEN AIR-MOVERS
49	07-3960	08/15/2007		30,000	Commercial	CHANGE OUT EXISTING HOOD INTERIOR WORK ONLY
52	07-4123	08/29/2007		2,000	Commercial	INSTALL 3-PHASE AIR HANDLERS
41	04-2999	09/14/2004	11/08/2005	10,000	Commercial	REPIPE POOL SYSTEM
42	05-1079	04/06/2005	11/08/2005	2,000	Commercial	RELOCATE EXISTING PANEL ANTENNA

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
2009	16,830,837	67,536	3,925,323	14,722,707	14,722,707	0	14,722,707
2008	16,830,837	69,510	4,342,910	15,251,144	15,251,144	0	15,251,144
2007	13,624,241	59,761	4,342,910	12,824,832	12,824,832	0	12,824,832

2006	13,568,819	61,576	3,006,630	13,377,742	13,377,742	0	13,377,742
2005	12,213,308	63,640	2,505,525	14,712,671	14,712,671	0	14,712,671
2004	13,299,471	65,455	2,104,641	13,520,205	13,520,205	0	13,520,205
2003	15,029,887	67,481	2,071,234	13,685,367	13,685,367	0	13,685,367
2002	14,678,661	69,334	2,071,234	13,685,367	13,685,367	0	13,685,367
2001	15,005,590	91,765	2,071,234	13,685,367	13,685,367	0	13,685,367
2000	17,600,366	85,173	1,737,164	10,873,637	10,873,637	0	10,873,637
1999	20,059,832	80,206	1,737,164	11,468,349	11,468,349	0	11,468,349
1998	13,373,221	83,377	1,737,164	11,468,349	11,468,349	0	11,468,349
1997	13,373,221	86,662	1,670,350	11,468,349	11,468,349	0	11,468,349
1996	12,157,474	89,849	1,670,350	9,153,332	9,153,332	0	9,153,332
1995	12,157,474	93,135	1,670,350	9,153,332	9,153,332	0	9,153,332
1994	12,157,474	96,305	1,670,350	8,594,566	8,594,566	0	8,594,566
1993	12,157,474	99,605	1,599,200	9,693,689	9,693,689	0	9,693,689
1992	12,157,474	102,776	1,599,200	9,693,689	9,693,689	0	9,693,689
1991	12,157,474	106,062	1,599,200	9,693,689	9,693,689	0	9,693,689
1990	12,157,474	109,249	1,287,356	9,693,689	9,693,689	0	9,693,689
1989	12,157,474	111,078	1,279,360	13,282,489	13,282,489	0	13,282,489
1988	9,717,947	89,898	1,023,488	13,658,532	13,658,532	0	13,658,532
1987	8,572,656	92,340	489,755	13,918,884	13,918,884	0	13,918,884
1986	954,814	72,077	479,760	1,582,294	1,582,294	0	1,582,294
1985	651,806	72,822	345,427	1,077,952	1,077,952	0	1,077,952
1984	647,267	73,567	345,427	1,066,261	1,066,261	0	1,066,261
1983	1,289,530	74,312	224,224	1,588,066	1,588,066	0	1,588,066
1982	1,181,430	75,057	192,833	1,449,320	1,449,320	0	1,449,320

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.

There are no sales to display for this parcel.

This page has been visited 46,047 times.

Monroe County Property Appraiser
Ervin A. Higgs, CFA
P.O. Box 1176
Key West, FL 33041-1176

Public Notices
(mailings, posting & radius map)

Public Meeting Notice

The Key West Planning Board will hold a public hearing **at 6:00 p.m., March 18, 2010, at Old City Hall, 510 Greene Street**, Key West, Florida, (Behind Sloppy Joe's Bar). The purpose of the hearing will be to consider a request for:

Conditional Use – 112 Fitzpatrick Street / 105 Whitehead Street (RE# 00000650-000000)
- An application for a Conditional Use for the rental of two electric cars in the HRCC-1 zoning district per Section 122-688(17) of the Land Development Regulations of the Code of Ordinances of the City of Key West, Florida

If you wish to see the application or have any questions, you may visit the Planning Department during regular office hours at 604 Simonton Street, call 809-3720 or visit our website at www.keywestcity.com .

112 Fitzpatrick

- Legend**
-  theBuffer
 -  theBufferTarget
 -  Hooks/Leads
 -  Lot Lines
 -  Easements
 -  Road Centerlines
 -  Water Names
 -  Parcels
 -  Shoreline
 -  Section Lines

PALMIS

Monroe County Property Appraiser
500 Whitehead Street
Key West, FL

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

Date Created: March 6, 2010 2:25 PM



YOU ARE WITHIN 300 FEET OF THE SUBJECT PROPERTY

The City of Key West Planning Board will be holding a Public Hearing:

Request: **Conditional Use – 112 Fitzpatrick Street / 105 Whitehead Street (RE# 00000650-000000)** - An application for a Conditional Use for the rental of two electric cars in the HRCC-1 zoning district per Section 122-688(17) of the Land Development Regulations of the Code of Ordinances of the City of Key West, Florida .

Applicant: Deborah Moore **Project Location:** 112 Fitzpatrick / 105 Whitehead Street

Date of Hearing: Thursday, March 18, 2010 **Time of Hearing:** 6:00 PM

Location of Hearing: Old City Hall – City Commission Chambers, 510 Greene Street

Interested parties may appear at the public hearing(s) and be heard with respect to the applications. A copy of the corresponding application is available from the City of Key West Planning Department located at 604 Simonton Street, Key West, Florida, Monday through Friday between the hours of 8:00 am and 5:00 pm. **Packets can be viewed online at www.keywestcity.com. Click on Department, select Planning, then Planning Board Agenda Packets. Please note that staff reports may not be available for review until the week of the meeting.**

Please provide written comments to the Planning Department, PO Box 1409, Key West, FL 33041-1409 , by FAX (305) 809-3739 or by email ccowart@keywestcity.com .

Pursuant to Section 286.0105, Florida Statutes, if a person decides to appeal any decision made by the Planning Commission or the City Commission with respect to any matter considered at such hearing or meeting, one will need a record of the proceedings and for such purpose that person may need to ensure that a verbatim record of the proceedings is made; such record includes the testimony and evidence upon which the appeal is to be based.

ADA Assistance: Anyone needing special assistance at the Planning Board hearing due to disability should contact the City of Key West at 305.809.3831 at least two days prior thereto.

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105 WHITEHEAD STREET CORP
209 DUVAL STREET
KEY WEST, FL 33040

126 DUVAL COMPANY
423 FRONT ST
KEY WEST, FL 33040

130 DUVAL STREET INC
19707 TURNBERRY WAY
AVENTURA, FL 33180

206 DUVAL LLC
212 TELEGRAPH LN
KEY WEST, FL 33040

208 DUVAL LLC
208 DUVAL ST
KEY WEST, FL 33040

212 TELEGRAPH LLC
P O BOX 1527
KEY WEST, FL 33040

213 TELEGRAPH LANE LLC
525 CAROLINE ST
KEY WEST, FL 33040

230 EAST 7TH STREET ASSOCIATES
526 DUVAL ST
KEY WEST, FL 33040

4 AND 6 CHARLES STREET LLC
525 CAROLINE ST
KEY WEST, FL 33040

ARUBA INVESTMENTS INC
4000 FIRST UNION FIN CENTER
MIAMI, FL 33131

BAHAMA MAMA OF KEY WEST LLC
18381 LONG LAKE DR
BOCA RATON, FL 33496

BLACKWELL CAROLYN A
PO BOX 4125
KEY WEST, FL 33041

CAROLINE STREET DEVELOPMENT
CORP
BLDG ONE SUITE 300 - 1000 MARKET
ST
PORTSMOUTH, NH 03801

FRONT STREET INVESTMENTS LLC
526 DUVAL ST
KEY WEST, FL 33040

FRONT STREET INVESTMENTS LLC
526 DUVAL ST
KEY WEST, FL 33040

GRAHAM BOB AKA ROBERT W
205 TELEGRAPH LN
KEY WEST, FL 33040

GREENE STREET CONDOS LLC
301 WHITEHEAD ST
KEY WEST, FL 33040

GRIFFITH RICHARD P LIV TR DTD 8-
29-05
717 FLEMING STREET
KEY WEST, FL 33040

HILARIO RAMOS CORP
209 DUVAL STREET
KEY WEST, FL 33040

JOHNSON RICHARD MD
38 PORTSIDE DR
FT LAUDERDALE, FL 33316

KEYS PRODUCTIONS INC
202 DUVAL STREET
KEY WEST, FL 33040

LAURAMAR I LIMITED
PARTNERSHIP
1425 WHITE ST
KEY WEST, FL 33040

LOVE IN KEY WEST LLC
P O BOX 28 - GEDNEY STATION
WHITE PLAINS, NY 10605

LOVE MILE MARKER I LLC
PO BOX 2528
PALM BEACH, FL 33480

MEL FISHER MARITIME HERITAGE
SOCIETY INC THE
200 GREENE ST
KEY WEST, FL 33040

MITCHELL WOLFSON FOUNDATION
INC
9400 S DADELAND BLVD
MIAMI, FL 33156

MONTANARI ROBERT AND
ROSEMARY
6202 N OCEAN BLVD
MYRTLE BEACH, SC 29572

NEW IDEAS INC
1512 ROOSEVELT BLVD
KEY WEST, FL 33040

OLD HARBOR HOUSE INC
423 FRONT ST
KEY WEST, FL 33040

PIACIBELLO GEORGEANN
1523 PATRICIA STREET
KEY WEST, FL 33040

RUPP WILLIAM R TR DTD 10/3/91
675 THIRD AVE
NEW YORK, NY 10017

STEELE JESSICA
3729 CINDY AVE
KEY WEST, FL 33040

TANNEX DEVELOPMENT LC
1000 MARET ST
PORTSMOUTH, NH 03801

TIITF/DNR
%DNR DOUGLAS BLDG
TALLAHASSEE, FL 32399

TRUMAN ANNEX COMMERCIAL
OWNERS ASSOC INC
1100 LINTON BLVD
DELRAY BEACH, FL 33444

WACHOVIA BANK NA FL BNK REAL
ESTATE
PO BOX 36246
CHARLOTTE, NC 28236

WALKER JOYCE M
566 SYLVAN DR
WINTER PARK, FL 32789

WOODRUFF RICHARD
PO BOX 2152
KEY WEST, FL 33045