

06 - FBOA - 001 - A

APPLICATION FORM

BOARD OF ADJUSTMENT AND ZONING APPEALS ACTION BOONE COUNTY PLANNING COMMISSION

RECEIVED NOV 16 2005 BOONE COUNTY PLANNING COMMISSION

See Boone County Zoning Regulations SECTION A (To be completed by applicant)

- 1. (Check One) Boone [X] Florence \_\_\_\_\_ Walton \_\_\_\_\_ Union \_\_\_\_\_
2. (Check One) Conditional Use Permit \_\_\_\_\_ Variance \_\_\_\_\_ Appeal \_\_\_\_\_
Change in Non-Conforming Use [X]
3. Applicant's Name Quick-CASH Inc.
Phone Number 859-912-0050 Fax No. 859-426-7773
Applicant's Address 2188 Tantalum Dr. Ft. Mitchell KY 41017
4. Description of Request: Request a Change in Non-Conforming use to Expand Existing operations.
5. Name of Development \_\_\_\_\_
6. Location of Development 167 Lloyd Ave; Corner of Turfway rd & Lloyd Ave
7. Acreage Under Review \_\_\_\_\_
8. Lot Number and Name of Subdivision (if part of a subdivision) N/A
9. Owner of Property Kirkwood Development LLC
Phone Number of Owner 513-689-1378
10. Address of Property Owner 1354 Williams Rd, City Hebron State KY Zip 41048
11. Proposed Use(s) on Site Pawn Shop
12. Total Square Footage of Existing and/or Proposed Buildings 2,700 - 5,400 proposed
13. Current Zoning on Property C-2
14. Deed Book 776 Page No. 130 Group No. 897,2042, 270 2034 A
15. Is the site subject to a zone change? No
16. Have you submitted a Site Plan with this request? No
17. Have you submitted a list of adjoining property owners with this request? YES
18. I, or we, understand and agree that this application and drawing(s) are being filed in accordance with the Boone County Zoning Regulations.

Applicant's Signature: [Signature]

Property Owner's Signature: [Signature]

**BOARD OF ADJUSTMENT AND ZONING APPEALS ACTION APPLICATION PAGE 2**

**SECTION B (To be completed by the Boone County Planning Commission Staff)**

- 1. Date Received 11-16-05 Fee Received \$653.00 R# 44340
- 2. Is application complete? \_\_\_\_\_ Yes \_\_\_\_\_ No
- 3. Staff Reviewer \_\_\_\_\_
- 4. Scheduled Board Action Date \_\_\_\_\_
- 5. Board Action:
  - \_\_\_\_\_ Approved
  - X \_\_\_\_\_ Approved with Conditions (See #6)
  - \_\_\_\_\_ Denial (See #7)
- 6. Conditions of Approval: 1. Area of the proposed expansion will be limited to 4,500 sq ft 2. A minimum of 75% of the proposed expansion will be used for storage. 3. Signage will be limited to the two existing "Quick change" panels currently on the building. The applicant will apply for a sign
- 7. Reasons for Denial: permit for the second change of face.

**Boone County Planning Commission  
2995 Washington Street  
Burlington, Kentucky 41005  
(859) 334-2196 - Phone  
(859) 334-2264 - Fax  
plancom@boonecountyky.org - E-mail  
www.boonecountyky.org - Web Page**

**NOTE: See Boone County Planning Commission Fee Schedule for Board of Adjustment Fees.**

**Site Plan Review is not granted by the appropriate Board of Adjustment.**

**An application consists of all fees paid in full, submitted drawings and a completed application form.**

## STAFF REPORT

APPLICANT: Quick Cash, Inc.  
LOCATION: 167 Lloyd Avenue, Florence  
ZONING: Commercial Two (C-2)  
DATE: December 14, 2005

### Proposal

The applicant is requesting a Change in Non-Conforming Use to allow the expansion of an existing pawn shop located at 167 Lloyd Avenue in Florence. The property is zoned Commercial Two (C-2). The pawn shop occupies a 2,400 square-foot lease space in a multi-tenant building. In 2003 the Florence City Council passed text amendments to the Boone County Zoning Regulations that prohibited the development of pawn shops in the C-2 zoning districts. The existing pawn shop was in operation prior to the time that the text amendments were passed.

### APPLICABLE REGULATIONS

Section 220 of the Boone County Zoning Regulations states that the Board of Adjustments and Zoning Appeals must act upon a requested change in non-conforming land use.

Section 270 of the Boone County Zoning Regulations notes that the intent of the Zoning Regulations is to allow non-conforming land uses to continue until they are no longer non-conforming. The Section further notes that the intention of the Zoning Regulations is "that a nonconforming use or structure shall not be enlarged or extended beyond the scope and area of its operation at the time it became a legal nonconforming use (p. 2.7-2.8)."

Section 272 similarly states "where, at the time of the adoption of this order, legally established uses of land exist which would not be permitted by regulations imposed by this order, the uses may be continued so long as they remain otherwise lawful, provided the Board shall not allow the enlargement or extension of a non-conforming use beyond the scope and area of its operation at the time these regulations were adopted (p. 2.8)."

Kentucky Revised Statutes (KRS) Section 100.253 allows the following:

1. The lawful use of a building or premises, existing at the time of the adoption of any zoning regulations affecting it may be continued, although such use does not conform to the provisions of such regulations, except as otherwise provided herein.
2. The board of adjustment shall not allow the enlargement or extension of a non-conforming use beyond the scope and area of its operation at the time regulation which makes its use nonconforming was adopted, nor shall the board permit a change from one (1) nonconforming use to another unless the new nonconforming use is in the same or a more restrictive classification, provided, however, the board

of adjustment may grant approval, effective to maintain nonconforming status, for enlargements or extensions, made or to be made of the facilities of a nonconforming use, where the use consists of the presenting of a major public attraction or attractions, such as a sports event or event, which has been presented at the same site over such period of years and has such attributes and public acceptance as to have attained international prestige and to have achieved the status of a public tradition, contributing substantially to the economy of the community and state of which prestige and status the site is an essential element, and where the enlargement or extension was or is designed to maintain the prestige and status by meeting the increasing demands of participants and patrons.

3. Any use which has existed illegally and does not conform to the provisions of the zoning regulations, and has been in continuous existence for a period of ten (10) years, and which has not been the subject of any adverse order or other adverse action by the administrative official during said period, shall be deemed a nonconforming use. Thereafter, such use shall be governed by the provisions of subsection (2) of this section.

#### SURROUNDING LAND USES AND ZONING

Northeast:	Medical office at 7210 Turfway Road and Biedemann Child Learning Center at 7220 Turfway Road, across Turfway Road from subject site, zoned Commercial Two (C-2)
Northwest and West:	multi-family attached residences (Turfway Apartments), zoned Urban Residential Two (UR-2)
South:	retail center, across Lloyd Avenue, zoned Commercial Two (C-2)  multi-family attached residences, across Lloyd Avenue (Normandy Green Apartments), zoned Urban Residential Two (UR-2)
Southeast:	Huntington Bank at 7110 Turfway Road, across Turfway from subject site, zoned Commercial Two (C-2)

#### STAFF COMMENTS:

1. Staff consulted legal counsel in regard to this request. It is Staff's understanding that the proposal for a change in non-conforming use can be viewed in the following fashions:

- a. The proposed expansion will enlarge the existing non-conforming use in terms of gross square footage;
- b. The proposed expansion will not enlarge the scope of the non-conformity. The general land use will remain a multi-tenant retail facility.

Conclusion

KRS 100.241 and Section 250 of the Boone County Zoning Regulations gives the Boone County Board of Adjustment and Zoning Appeals the authority to grant the applicant's request for a change in non-conforming use.

Respectfully submitted,

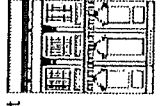
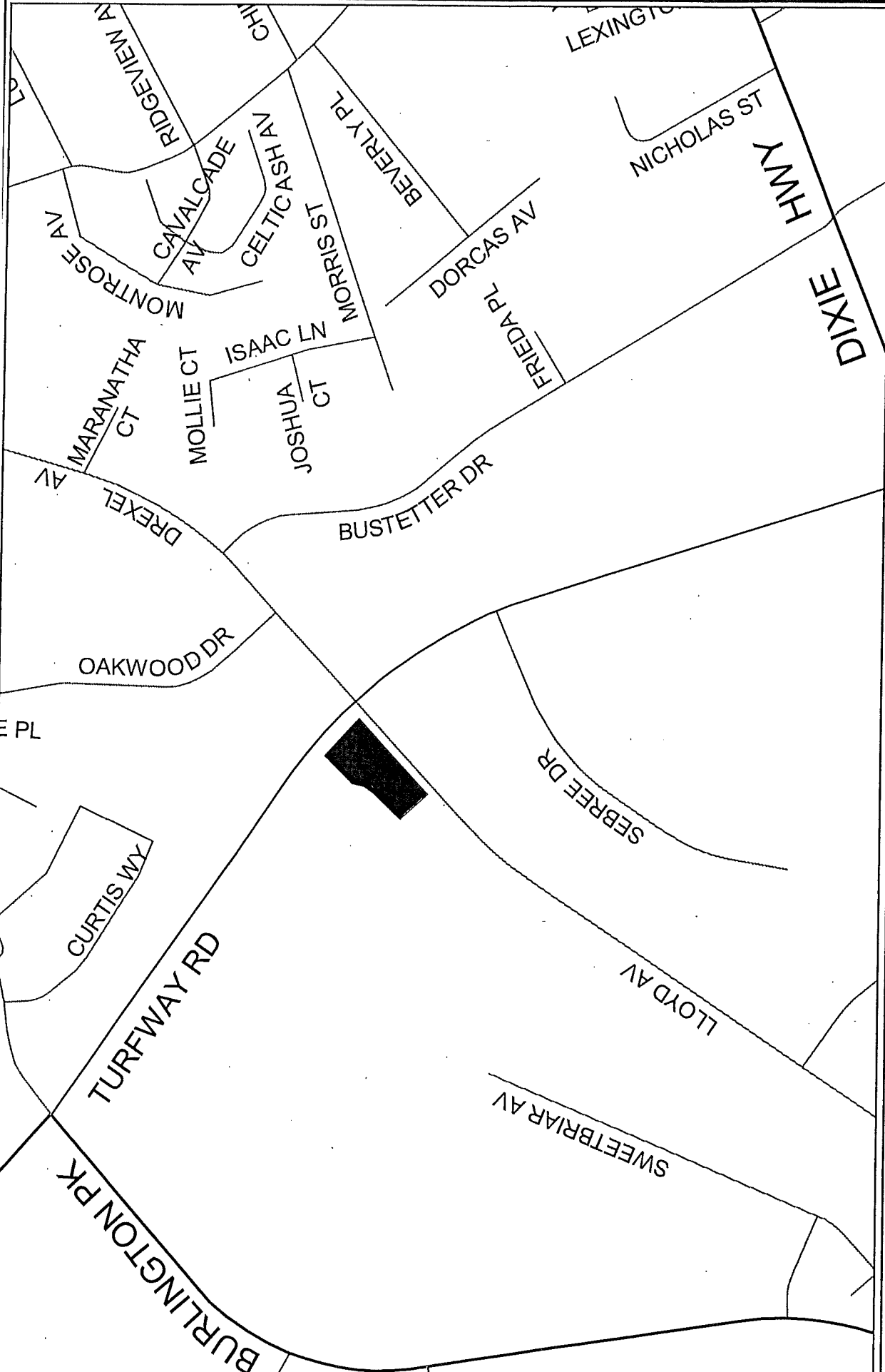


Patty Bachman  
Planner, Zoning Services

MPB/pr

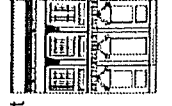
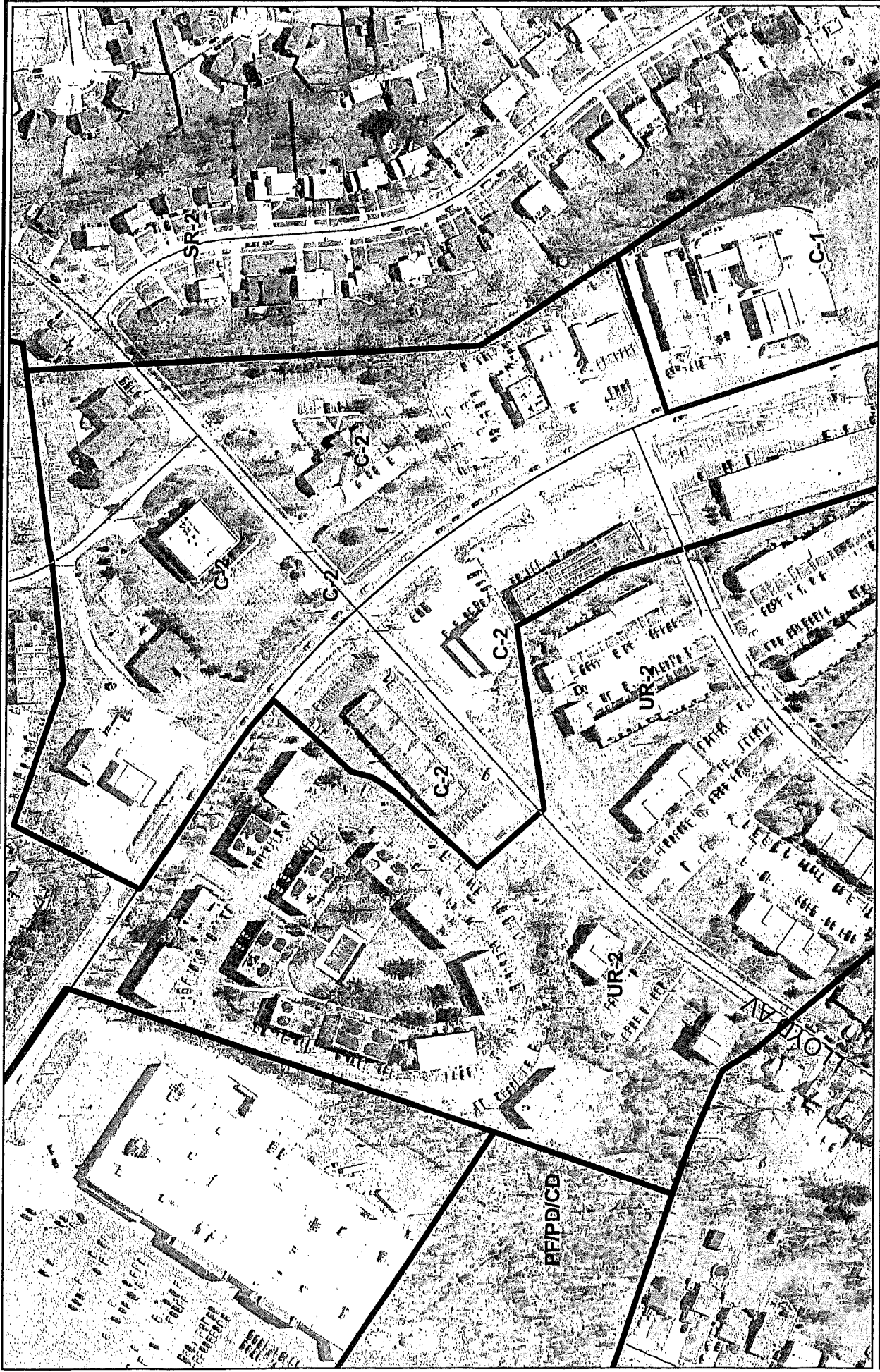
Attachments

- Exhibit A – Site Vicinity Map
- Exhibit B – Zoning Map and Aerial Map
- Exhibit C – Leasing information for subject site
- Exhibit D – Application



1 inch equals 400 feet  
Produced by the  
Boone County Planning Commission  
GIS Services Division  
December 6, 2005

Vicinity



200 Feet  
0

1 inch equals 200 feet  
Produced by the  
Boone County Planning Commission  
GIS Services Division  
December 8, 2005

# Aerial Photograph and Zoning

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5. Name of Development
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7. Acreage Under Review
8. Lot Number and Name of Subdivision (if part of a subdivision) N/A
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10. Address of Property Owner 1354 Williams Rd. City Hebron State Ky Zip 41048
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12. Total Square Footage of Existing and/or Proposed Buildings 2700-5400 proposed
13. Current Zoning on Property C-2
14. Deed Book 776 Page No. 130 Group No. 897,2042,270
15. Is the site subject to a zone change? No
If yes, give date of approval
16. Have you submitted a Site Plan with this request? No
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3. Staff Reviewer \_\_\_\_\_

4. Scheduled Board Action Date \_\_\_\_\_

5. Board Action:  
 \_\_\_\_\_ **Approved**  
 \_\_\_\_\_ **Approved with Conditions (See #6)**  
 \_\_\_\_\_ **Denial (See #7)**

6. Conditions of Approval: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

7. Reasons for Denial: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**Boone County Planning Commission  
2995 Washington Street  
Burlington, Kentucky 41005  
(859) 334-2196 - Phone  
(859) 334-2264 - Fax  
plancom@boonecountky.org - E-mail  
www.boonecountky.org - Web Page**

**NOTE: See Boone County Planning Commission Fee Schedule for Board of Adjustment Fees.**

**Site Plan Review is not granted by the appropriate Board of Adjustment.**

**An application consists of all fees paid in full, submitted drawings and a completed application form.**

67

DEED

KNOW ALL MEN BY THESE PRESENTS:

That **MICHAEL R. KIRKWOOD AND CAROL W. KIRKWOOD**, Husband and Wife, and **RONALD D. KIRKWOOD AND RITA M. KIRKWOOD**, Husband and Wife, for and in consideration of -- \$1.00 -- and other good and valuable considerations to them paid by the Grantee herein, the receipt of which is hereby acknowledged, do bargain, sell and convey to:

**KIRKWOOD DEVELOPMENT, LLC, a Kentucky limited liability company its**

successors and assigns forever, the following described real estate, in the County of Boone and Commonwealth of Kentucky, to-wit:

Present Street Address: 7707 US 42, 7703 US 42 and 151 Turfway, Florence, KY

Mailing Address: 100 Farmerist, Lakeside Park, Ky 41017

GROUPS: 897, 2042, 270

**SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF**

Being the same property conveyed to the Grantors by deeds recorded in Deed Book 375 Page 215, Deed Book 469 Page 236, Deed Book 414 Page 11 and Deed Book 421 Page 26 of the Boone County Clerk's records at Burlington, Kentucky

Together with all the PRIVILEGES AND APPURTENANCES to the same belonging.  
TO HAVE AND TO HOLD the same to the said

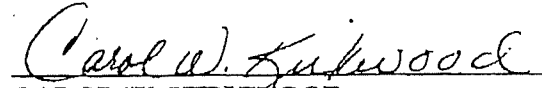
**KIRKWOOD DEVELOPMENT, LLC, a Kentucky limited liability company, its**

successors and assigns forever, the Grantors, their heirs, executors and administrators, HEREBY COVENANTING with the Grantee, its successors and assigns, that the TITLE so conveyed is CLEAR, FREE AND UNENCUMBERED and that they will WARRANT AND DEFEND the same against all legal claims whatsoever.

RETURN TO: Paul Dargatzis

IN WITNESS WHEREOF, the said Grantors, **MICHAEL R. KIRKWOOD AND CAROL W. KIRKWOOD, HUSBAND AND WIFE** and **RONALD D. KIRKWOOD AND RITA M. KIRKWOOD**, Wife and Husband hereunto set their hands, this 30<sup>th</sup> day of December, 1999.

  
MICHAEL R. KIRKWOOD

  
CAROL W. KIRKWOOD


  
RONALD D. KIRKWOOD

  
RITA M. KIRKWOOD

STATE OF KENTUCKY

COUNTY OF KENTON

The foregoing instrument was acknowledged before me this 30<sup>th</sup> day of December, 1999 by **MICHAEL R. KIRKWOOD AND CAROL W. KIRKWOOD**, Husband and Wife **RONALD D. KIRKWOOD AND RITA M. KIRKWOOD**, Husband and Wife.

  
NOTARY PUBLIC  
COMM. EXPIRES: Oct 28, 2001

This Instrument Prepared By:

  
PAUL J. DARPEL

Attorney-at-Law  
741 Centre View Blvd., Suite 200  
Crestview Hills, Kentucky 41017  
(606) 578-6606  
**NO TITLE EXAM BY PREPARER**

*Quick-Cash Inc.*

<p>PROPOSED FUTURE EXPANSION</p> <p>900 SQ. FT</p>	<p>PROPOSED FUTURE EXPANSION</p> <p>900 SQ. FT</p>	<p>165 LLOYD AVE.</p> <p>OCCUPIED 1999</p> <p>900 SQ. FT</p>	<p>167 LLOYD AVE.</p> <p>OCCUPIED 1991</p> <p>900 SQ. FT</p>	<p>169 LLOYD AVE.</p> <p>OCCUPIED 1991</p> <p>900 SQ. FT</p>
--	--	--	--	--

*4,500 SQ. FT. TOTAL*

RECEIVED  
DEC - 2 2005  
PL

LEASE FOR EXPANSION  
165 LLOYD AVE  
LEASE

FLORENCE  
1475.00

\* CONTENTS  
INSURANCE

KNOW ALL MEN BY THESE PRESENT, THAT KIRKWOOD DEVELOPMENT COMPANY (hereinafter called the Lessor), in consideration of the rents and covenants herein stipulated to be paid and performed by Rodney Williams DBA Financial Trust (hereinafter called the Lessee), does hereby demise, let and lease unto the said Lessee the following described premises, to-wit:

The real estate building known and described as 165  
Lloyd Ave. Florence, Kentucky

TO HAVE AND TO HOLD the same and the appurtenances unto said lease for and during a term of years commencing the First day of August, 1999, and terminating on the Last day of February, 2004. If after expiration of this lease or any renewal or extension thereof, Lessee shall hold over and occupy demised premises, at Lessor's election Lessee shall have deemed to have renewed this lease for a like term of years, or to be a tenant from month to month on the monthly rental basis stated herein, or may be expelled and evicted.

Lessee shall use demised premises for Jewelry/Pawn Shop and for no other purpose without Lessor's prior written consent.

1. Lessee hereby covenants to and with the Lessor to pay during the said term of this lease a total rent of \$39,500.00 Dollars in monthly installments of \$700.00 per month for first year Dollars each, in advance, on the first day of each and every calendar month during such term, the first installment to be paid on or before the first day of August, 1999.

If there is any increase in the total real estate taxes for years after 1999, assessed against the Lessor, the Lessee shall pay as additional rent 10% of the increased amount over said 1999 taxes, immediately upon notification by Lessor after Lessor's

receipt of such tax bill.  
Second year \$710.00 per month  
Third year \$720.00 per month  
Fourth year \$730.00 per month  
Last seven months \$740.00 per month

UTILITIES: Lessee will pay for all utilities including gas, electric, waste collection, ~~water and sewer.~~ *MMK*

Lessee will pay to lessor not applicable per month, in addition to the rent, to cover the cost of sewer and water.

OPTION TO RENEW: Ninety days prior to the expiration of this lease, by written notice to the lessor, this lease may be renewed for an additional period of five year(s). The same terms and conditions of this lease shall apply except that the rental rate shall be adjusted as described hereunder.

A new rental rate will be mutually agreed to at the time of renewal.

LATE CHARGE: A late charge of \$25.00 will be assessed on rent not received by the fifth of the month. Interest in the amount of 1½% per month on the balance due will begin to accrue on the tenth of the month.

SECURITY DEPOSIT: A non-interest bearing deposit in the amount of \$700.00 will be due upon the execution of this lease.

CHANGES IN PREMISES:

Lessee takes premises in "as is" condition. Lessee agrees to, at his expense, construct a wall to divide units 163 and 165. Lessee also agrees to, at his expense, install a steel door between units 165 and 167.

2. Lessee does hereby covenant and agree with said Lessor to pay said rent at the time and places in the manner of aforesaid unless said premises shall be destroyed and rendered untenantably by fire, condemnation or other casualty, as hereinafter provided: to use and occupy said premises continually, and always in a careful, safe and proper manner; not to permit or commit any waste therein; nor use said premises for any unlawful purposes; not to make or permit any noise or disturbance which may annoy other tenants of the shopping center; not to assign this lease nor under-let said premises, or any part thereof without the written consent of said Lessor; not to make any structural changes or alterations in said premises without the written consent of said Lessor; that no representations or promises, except such as are contained herein or endorsed hereon have been made to the Lessee as to the condition of said premises; that all personal property installed or otherwise situated in the demised premises shall be at the risk of the Lessee; and that at the end of said term, Lessee will deliver up said premises in as good order and condition as they now are, or may be put by said Lessor, reasonable use and ordinary wear and tear thereof, and damage from fire and other unavoidable casualty, not the fault of the Lessee, condemnation or any other appropriation excepted.

Lessee will and fully comply with and obey all laws, ordinances, rules, regulations and requirements of all regularly constituted authorities in any way affecting said premises or the use thereof, or this lease.

3. Lessee, will at its sole cost, maintain, decorate and make all repairs in and to the interior of the building, including but not limited to the doors, windows, floors, plumbing, pipes, water heaters, fixtures, and all electrical services and/or lines, and Lessee will, at its sole cost and expense, promptly replace all glass in said premises which may be broken with glass of the same size and quality as that broken. Lessee will indemnify and save harmless Lessor from and against all liens, claims and damages by reason of any repairs or improvements which may be made by the said Lessee in said premises. Lessee shall be responsible for maintenance and replacement of all heating and air conditioning units.

4. Lessee agrees that if said rent, or any part thereof, shall remain unpaid for ten (10) days after it shall become due, and without demand being made therefor, or if said Lessee shall vacate or abandon said premises during the term, or if said Lessee shall assign this Lease, or under-let said premises, or any part thereof, without Lessor's consent as herein required, or if said Lessee's interest therein shall be sold in execution or any other legal process, without written consent of said Lessor firsthand, or if said premises or any part thereof shall be used in violation of any law, or if said Lessee shall make an assignment or arrangement for the benefit of its creditors, or if proceedings under the National Bankruptcy Act shall be instituted by or against any assignee, or if a receiver or trustee be appointed for the property of Lessee or any assignee, or if the interest of Lessee under this Lease passes to any person or persons by operation of law, or if said Lessee or any assignee shall fail to keep any of the other covenants of this Lease, it shall be lawful at any time thereafter for said Lessor into said premises to re-enter, and the same to have again, repossess and enjoy as in its first and former estate, thereupon this Lease and everything herein contained on the said Lessor's behalf to be done or performed, shall cease, determine and be utterly void, without prejudice, however, to the Lessor's right of action for arrears of rent and breach of covenant. Lessor hereby retains and is granted a lien or security interest against said premises, and all furnitures, equipment and fixtures therein to secure the payment of rent and any other payments due hereunder. The commencement of a proceeding or suit for forcible entry and detainer or in ejectment, or otherwise, after any default by the Lessee, shall be equivalent in every respect to actual entry, by the Lessor. In case of such default and entry by said Lessor, said Lessor may re-let said premises for the remainder of said term, for the highest rent reasonably obtainable, and may recover from said Lessee any deficiency between the amount obtained and the rent hereinbefore reserved.

5. Lessee shall secure and maintain in full force and effect at all times during the term of this Lease a policy of insurance on the leased premises known as "Public Liability Insurance"

which shall provide coverage of at least \$500,000.00 for injury, including death, to any one person and \$1,000,000.00 Dollars for any one occurrence, and \$150,000.00 Dollars for property damage. Lessor shall be named as an additional insured under such policy. Lessee shall furnish a certificate of insurance to Lessor evidencing that such coverage is in force. Said policy shall provide against cancellation without thirty (30) days prior notice in writing to Lessor.

6. Lessor and Lessee shall each have the privilege of terminating this lease in the event of any entity having the power of eminent domain initiates action to appropriate all or a substantial part of premises. Action appropriate shall be deemed to have been initiated at the time service is made on Lessor of notice of the suit to assess compensation. Within ten (10) days after receipt of said notice Lessor shall advise Lessee of Lessor's receipt of said notice. The privilege to terminate shall be exercised by either party, within twenty (20) days after the receipt by Lessee of said notice from Lessor. The privilege shall be exercised by giving to the other party thirty (30) days advance written notice. In the event of such termination by either party, Lessee shall not be entitled to any portion of the proceeds or award. In the event of a negotiated sale of the premises to such entity having power of eminent domain, in lieu of appropriation, either party may thereafter terminate this lease.

7. In the event premises are damaged by fire, explosion, or other casualty to an extent that it is rendered untenable then Lessor shall have the right and option of terminating this agreement by giving notice of termination, in writing, to Lessee within twenty (20) days after premises is so rendered untenable. In the event premises is damaged by fire, explosion, or other casualty to an extent to render it untenable and the time required to restore premises substantially to its prior condition exceeds 180 days then Lessee shall have the right and option to terminate this Lease by giving notice, in writing,

of termination to Lessor within twenty (20) days after premises is so rendered untenable. In the event Lessee gives such notice to Lessor and Lessor does not agree it will take more than 180 days to restore premises substantially to its prior condition, Lessor shall within five (5) days to so notify Lessee of said fact and shall in such notice designate a person to act as an arbitrator to determine time required to restore premises. Within two (2) days of receipt of said notice Lessee shall by written notice to Lessor, either withdraw its notice of termination or require the matter to proceed to arbitration by naming in said notice a person as its arbitrator. If Lessee requires the matter to be arbitrated the two arbitrators so elected shall select a third and the three (3) arbitrators shall determine, within the ten (10) days after receipt by Lessor of Lessee's notice designating its arbitrator, the time required to restore premises. The decision of the arbitrators shall be final.

Restoration shall be done at Lessor's expense, except for trade fixtures and other furnishings all of which shall be restored or provided by Lessee, as desired (provided that Lessee is not at fault in causing the damage).

Whenever Lessor undertakes to restore premises such restoration shall be completed within a reasonable time, and if Lessor fails to complete restoration as required herein, Lessee shall have the right of termination on this Lease by giving written notice of termination to Lessor. There shall be an abatement of rent, by reason of any damage to premises rendering same untenable, from the date thereof to the date of termination of this Lease, if it is terminated by reason of said damage, or if premises is restored, to the date of operations in premises resume, or to the sixtieth (60th) day after completion of restoration, whichever first occurs.

In the event the completion of restoration of premises, within a reasonable time, is prevented by causes beyond the control of Lessor or the contractor employed to do the restoration work, time of completion of restoration shall be extended for a period of time equal to the number of days the work on

the restoration of premises was prevented by such cause or causes. Causes beyond the control of Lessor or its contractor shall include but not be restricted to strike, riots, storms, floods, acts of God or the public enemy, acts of government, act of Lessee, fires, and epidemics, or delays to subcontractors due to such causes, and not causes by any act or failure to act by the party delayed. The term "restoration" as used herein shall include only the work and restoration required to be done by Lessor.

8. Lessor shall maintain the roof of said premises in at least as good a condition as they are in now. Lessee shall give to Lessor written notice of the need for repairs to the roof or the exterior of the building and Lessor shall have no responsibility for failing to make repairs unless it fails to make such repairs within a reasonable time after receiving such written notice from Lessee. Lessor shall have the right to make such additions, alteration, and improvements in and to demised premises as it deems necessary or desirable, so long as Lessor does not unreasonably interfere with the operation of Lessee's business.

9. Lessee agrees to indemnify and save harmless Lessor from and against any and all liability, cost, expense, loss, damage, and claims for injury to person (including death) or property, including all legal and other expenses relating thereto, caused by, or attributable, directly or indirectly, to the use and occupancy of the leased premises and abutting areas, particularly the abutting sidewalk and driveways (if any) by the Lessee, its agents, employees, customers, invitees, or any other person or persons.

10. Lessee, if it has paid all sums payable under this Lease, shall have the right to remove all trade fixtures and equipment installed by it at the end of this Lease, restoring premises to their previous condition. If required by Lessor, all fixtures and personal property brought to the demised premises by Lessee shall be removed by Lessee at the end of the lease. However, all fixtures remaining in the premises on the day the termination or expiration of this Lease shall automatically become property of Lessor.

11. Lessor and Lessee each hereby releases the other, and

their agent and employees from any claims for damages or destruction to the above described premises or the contents thereof belonging to either of them, or the vehicles of Lessee's customers parked on the premises, caused by fires or any other perils enumerated in standard fire and extended insurance contracts, whether such coverage was in effect at the time of the loss, provided the same was available, and whether the loss was due to negligence of either of them or otherwise) and it is further agreed that this agreement or consent thereto shall be included in any insurance coverage by either party on said premises or personal property located thereon, including the parked cars of Lessee's customers, so that this agreement shall be effective upon the respective insurance companies carrying such fire and extended coverage on either leased premises, the contents thereof, or any personal property which at any time may be located thereon.

12. Lessee agrees to permit Lessor, its agents and employees, to inspect the demised premises at all reasonable times during the term thereof, to show premises to prospective purchasers, to show premises to prospective lessees within three (3) months before expiration of this Lease and any extension or renewal thereof, and to enter premises to perform any repair or improvement work therein.

13. Any written notices provided for in this agreement shall be deemed made upon their deposit into the United States mails, postage prepaid, certified or registered mail, return receipt requested, and addressed to: KIRKWOOD DEVELOPMENT COMPANY, 3203 Dixie Hwy., Erlanger, KY 41018 with respect to the Lessor; to the Lessee at the demised premises with respect to the Lessee; or to such other address as may be notified to the other hereunder.

14. Lessor further agrees, conditioned upon said Lessee having performed all of its obligations under this Lease, that said Lessee shall quietly hold and occupy said premises during said term without any hindrance or molestation by said Lessor, its successors and assigns, or any person lawfully claiming under it or them.

15. If any controversy or difference shall arise between the parties hereto with respect to the interpretation or effect

of this agreement, or the rights, obligations or liabilities of the parties hereunder, or otherwise, then each and every controversy or difference shall be submitted to and settled by arbitration in accordance with the rules then in effect of the American Arbitration Association, Lessee must pay rent to Lessor during such arbitration, non-payment of rent for any reason is not subject to arbitration.

16. All of the obligations, conditions, terms, provisions and covenants of this Lease shall be binding upon and insure to the benefit of the Lessor and Lessee, their respective successors, sublessees and assigns.

17. All exterior sign(s) must be approved in writing by Lessor.

IN WITNESS WHEREOF, this Lease has been executed in duplicate on the 18th day of FEBRUARY, 1999

KIRKWOOD DEVELOPMENT COMPANY

By [Signature]  
Lessee

By [Signature]  
Lessor

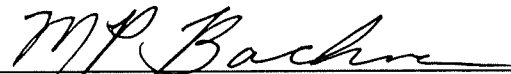
COPY

CLUR #06-FBOA-001-A

CERTIFICATE OF LAND USE RESTRICTION

1. NAME AND ADDRESS OF PROPERTY OWNER(S)  
Kirkwood Development, LLC  
1354 Williams Road  
Hebron, KY 41048
  
2. ADDRESS OF PROPERTY  
167 Lloyd Ave.  
Florence, KY 41042
3. NAME OF SUBDIVISION OR DEVELOPMENT (if applicable)  
Quick-Cash Inc.
  
4. DEED BOOK 776                      PAGE NO. 130                      GROUP NO. 2034A
  
5. TYPE OF RESTRICTION(S) (Check all that apply)  
  
 Zoning Map Amendment:                       Conditional Use Permit  
    From  To  
  
 Development Plan                                       Conditional Zoning  
  
 Subdivision Plat                                       Other: Change in Non-Conforming Use  
    (Not Recorded)  
  
 Variance
  
6. NAME AND ADDRESS OF PLANNING COMMISSION, BOARD OF ADJUSTMENT,  
LEGISLATIVE BODY OR FISCAL COURT WHICH MAINTAINS THE ORIGINAL  
RECORDS CONTAINING THE RESTRICTION

BOONE COUNTY PLANNING COMMISSION  
2995 WASHINGTON STREET  
BURLINGTON, KENTUCKY 41005



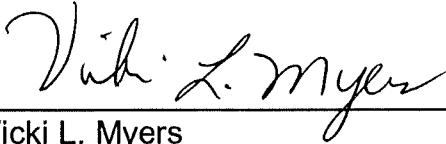
\_\_\_\_\_  
SIGNATURE OF COMPLETING OFFICIAL

Patty Bachman, Planner, Zoning Services  
Name and Title of Completing Official

COMMONWEALTH OF KENTUCKY

COUNTY OF BOONE

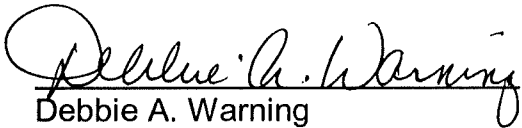
Subscribed, sworn to, and acknowledged before me by Patty Bachman on behalf of the  
Boone County Planning Commission this 23 day of January, 2006.



Vicki L. Myers  
NOTARY PUBLIC, State at Large

My commission Expires:  
April 17, 2007

This instrument was prepared for recording purposes only by:



Debbie A. Warning  
Boone County Planning Commission  
2995 Washington Street  
Burlington, Kentucky 41005

NO TITLE EXAMINATION

(Legal Description and source of Title and Group Number furnished by the applicant.)

CONDITIONS OF APPROVAL

The following Conditions of Approval apply to the Change in Non-Conforming Use approved by the Florence Board of Adjustments and in accordance with the current zoning in effect as of January 11, 2006 Certificate of Land Use Restriction (#06-FBOA-001-A), for Kirkwood Development, LLC, Property Owner(s).

The following conditions will apply:

- 1) The expansion is limited to a total of 4,500 square feet.
- 2) A minimum of 75% of the additional area is to be used for storage for the business.
- 3) Signage is limited to the signage panels on the building advertising Quick Cash.
- 4) A Sign Permit Application is required for the second panel.

The approved Change in Non-Conforming Use as well as the preceding conditions apply to the property described in:

DEED BOOK 776

PAGE NO. 130

GROUP NO. 2034A

TRANSACTION REPORT						
Transmission						
Transaction(s) completed						
NO.	TX DATE/TIME	DESTINATION	DURATION	PGS.	RESULT	MODE
068	JAN. 27 16:42	FLOR PUBLIC SVCS	0' 00' 56"	003	OK	N ECM

*3  
BM*

CLUR #06-FBOA-001-A

**CERTIFICATE OF LAND USE RESTRICTION**

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Kirkwood Development, LLC  
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2. ADDRESS OF PROPERTY

167 Lloyd Ave.  
Florence, KY 41042

3. NAME OF SUBDIVISION OR DEVELOPMENT (if applicable)

Quick-Cash Inc.

4. DEED BOOK 776

PAGE NO. 130

GROUP NO. 2034A

5. TYPE OF RESTRICTION(S) (Check all that apply)

Zoning Map Amendment:  
 From \_\_\_\_\_ To \_\_\_\_\_

Conditional Use Permit

Development Plan

Conditional Zoning

Subdivision Plat  
 (Not Recorded)

Other: Change in Non-Conforming Use

Variance

6. NAME AND ADDRESS OF PLANNING COMMISSION, BOARD OF ADJUSTMENT, LEGISLATIVE BODY OR FISCAL COURT WHICH MAINTAINS THE ORIGINAL RECORDS CONTAINING THE RESTRICTION