

ANALYSIS

VPB-12-007 SIR GALLOWAY DRY CLEANERS



**Village of Palmetto Bay
FLORIDA**

ZONING ANALYSIS

APPLICANT: Sir Galloway Dry Cleaners **PH:** VPB-12-007
ADDRESS: 14601 S. Dixie Hwy **ZIP:** 33158
SECTION: 21-55-40 **HEARING DATE:** December 17, 2012
COUNCIL DISTRICT: 2 **ITEM:** 2

A. GENERAL INFORMATION

REQUEST: Pursuant to Section 30-30.6 of the Village of Palmetto Bay's Land Development Code (LDC), the applicants are requesting a variance of sign regulations to increase the combined allowable sign area of two existing monument signs from 306 sq. ft. to 318 sq. ft. where a maximum of 276 sq. ft. is permitted on a property zoned Limited Business District (B-1)

ADDRESS: 14601 S. Dixie Hwy

FOLIO: 3350210000360

SIZE OF LOT: 11 Acres.

B. BACKGROUND

The property in question consists of two (2) lots constructed with a multi-tenant shopping center and one outparcel developed as a bank. Sir Galloway Dry Cleaners, together with the property owner, Publix, is seeking an increase in the maximum permitted sign area on an existing monument sign. Current Code permits up to 276 square feet. The existing sign area where the where the addition is proposed, is 276 square feet. The square footage of the proposed sign is 12.5 square feet.

On October 28, 1981 the Dade County Zoning Appeals Board via resolution No. 4-ZAB-355-81 approved a request for a non-use variance of sign regulations to permit an additional freestanding sign to accommodate a bank outparcel. That sign was 36 square feet, however the resolution adopted at that time failed to incorporate the size as part of the order. As such, the actual existing sign area on the property today is 306 square feet.

Given the above, this report seeks to address two (2) matters relating to freestanding signage area; first, to correct the deficiency of the 1981 resolution and grant the 36 square feet as originally intended by the Dade County Zoning Appeals

second, to consider the applicants' request to add an addition 12.5 square feet to the primary (original) monument sign.

C. ZONING HEARING HISTORY (3480, 8306, 8429, 7432, 22, 2-ZAB-598-64, 3-ZAB-259-65, Z-223-65, 4-ZAB-434-77, Z-21-78, Z-27-79, 4-ZAB-355-81, 4-ZAB-138-91, C-ZAB-136-00 & 04-58

On December 6, 1949, the Board of Dade County Zoning Commission via resolution **3480** approved the applicants' request for a district boundary change from Interim (GU) to Special Business Masonry (BU-2A) and to permit a Drive-in Theater with conditions.

On September 23, 1954 the Board of Dade County Zoning Commission via resolution **7432** denied the applicants' request to allow for a Trailer Park use and approved with conditions the applicants request for the first 400' feet of depth along US-1 to allow for a special permit to permit a service station, restaurant and a motel use.

On May 23, 1956 the Dade County Board of Adjustments via resolution **22** approved the applicants request for a variance of size requirements as applied to class B signs to permit a 550 sq. ft. attraction board.

On November 11, 1964 the Dade County Zoning Appeals Board via resolution No. **2-ZAB-598-64** approved the applicants request for a use variance to allow a small animal hospital along with a variance of setback requirements.

On June 16, 1965 the Dade County Zoning Appeals Board via resolution No. **3-ZAB-259-65** approved the applicants request for a use variance to allow for a swap shop and a variance of zoning regulations to permit the swap shop operation during daylight hours on Saturday and Sunday within the parking area of the Dixie Drive-In Theaters with conditions.

On September 24, 1965 the Board of County Commissioners via resolution **Z-223-65** reversed the Dade County Zoning Appeals approval of the applicants request for a use variance to allow for a swap shop and a variance of zoning regulations to permit the swap shop operation during daylight hours on Saturday and Sunday within the parking area of the Dixie Drive-In Theaters with conditions under resolution No. **3-ZAB-259-65**

On November 10, 1977 the Dade County Zoning Appeals Board via resolution No. **4-ZAB-434-77** approved the applicants request for an unusual use to permit non-commercial parking in a zone more restrictive than the use it serves is located and a modification of a previously approved site plan with conditions.

On January 19, 1978 the Board of County Commissioners via resolution No. **Z-21-78** modified the Zoning Appeals Board previous approval of the applicants request for a site plan modification with additional conditions.

On February 15, 1979 the Board of County Commissioners via resolution No. **Z-27-79** approved the applicants request for a district Boundary Change from Interim (GU) and Special Business District (BU-2) to Limited Business (BU-1A).

On October 28, 1981 the Dade County Zoning Appeals Board via resolution No. **4-ZAB-355-81** approved the applicants request for a non-use variance of sign regulations to permit an additional free standing sign

On October 28, 1981 the Dade County Zoning Appeals Board via resolution No. **4-ZAB-138-91** approved the applicants request for a modification of a Declaration of restrictions and unity of title agreement with conditions pursuant to Resolution Z-27-79.

On October 28, 1981 the Dade County Zoning Appeals Board via resolution No. **4-ZAB-138-91** approved the applicants request for a modification of a Declaration of restrictions and unity of title agreement with conditions pursuant to Resolution Z-27-79.

On May 4, 2000 the Dade County Zoning Appeals Board via resolution No. **C-ZAB-136-00** approved the applicants request for a modification of a Declaration of restrictions and a non-use variance of zoning regulations to permit a 10' wide one-way driveways, where 14' is required with conditions.

On July 12, 2004 the Village Council of the Village of Palmetto Bay via resolution No. 04-99 denied the applicants request of a non-use variance to allow liquor package store operations on Sundays.

In 2010 the Village created its Land Development Code and comprehensive zoning map, and re-designated the property as Limited Business District, (B-1).

D. NEIGHBORHOOD CHARACTERISTICS

ZONING

FUTURE LAND USE DESIGNATION

Subject Property:

B-1; Limited Business District

Business and Office

Surrounding Properties

NORTH: B-1; Limited Business District
R-4L; Limited Apartment District

Business and Office
Medium Density Residential (MDR)
14 – 23 D.U. per gross acres

SOUTH:	B-1; Limited Business District R-1; Single-Family District	Business and Office Low Density Residential (LDR) 2.5 to 6 D.U. per gross acre
EAST:	R-1; Single-Family District	Low Density Residential (LDR) 2.5 to 6 D.U. per gross acre
WEST:	Unincorporated Miami-Dade County	

E. SITE AND SIGNAGE

Site Plan Review:	Acceptable
Scale/Utilization of Sign:	Not-Acceptable
Location of Sign(s):	Acceptable
Compatibility:	Not-Acceptable
Landscape Treatment:	Acceptable
Buffering:	Acceptable
Visibility/Visual Screening:	Not-Acceptable
Signage Area:	Not-Acceptable

F. ANALYSIS

The following is a review of the request pursuant to variance criteria at Section 30-30.6(e) of the Code of Ordinances. The Background Section of this report is hereby incorporated into this analysis and its corresponding criteria by reference.

Criteria 1 That the variance is in fact a variance allowed in this Division and is within the province of Village Council.

Analysis: Pursuant to Section 30-30.6(b) of the Code, a variance is authorized to be granted by the Village Council, after a quasi-judicial public hearing, only for setback lines; lot width, street frontage, lot depth; lot coverage, landscape or open space requirements, height limitations, yard regulations, fence and wall regulations, signs, parking, and flood regulations approved under Section 30-100.6, of the Code. The request is for signage, and therefore the Department finds that the applicants may request a variance as allowed under the division.

Finding: Signage: Consistent

Criteria 2 Existence of special conditions or circumstances. That special conditions and circumstances exist which are peculiar to the land, structure, or building

involved and which are not applicable to other lands, structures, or buildings in the same zoning district.

Analysis: On October 28, 1981 the Dade County Zoning Appeals Board via resolution No. **4-ZAB-355-81** approved a request for a non-use variance of sign regulations to permit an additional detached sign. The plans submitted with the application indicated the sign to be 36 sq. ft. There exist today a second 36 square foot freestanding sign on the property consistent with that approval. The county resolution, however, only addressed the number of signs permitted on the site, and did not address the total area permitted on site. Currently the property signage exceeds the maximum signage area permitted. By granting the 1981 variance, that Board clearly intended to permit an additional 36 square feet of signage. As such a special condition exists to grant the 36 square foot sign as originally intended by the 1981 decision.

As to the applicants' request, the proposed increase is greater than that provided at any of the adjacent commercial properties relative to the lot size. Further, there does not appear to exist any special circumstances or condition to support the request.

Finding: Conditionally Consistent – permit an increase of 36 square feet consistent with the intent of the 1981 variance **4-ZAB-355-81**.

Criteria 3 That the special conditions and circumstances do not result from the actions of the applicant.

Analysis: See Criteria 2. As to the applicants' request, staff finds no existing special condition's to the site, which is a legally plated, conforming parcel, which would support the request. The applicants have the option of reconfiguring the existing layout of the sign.

Finding: Conditionally Consistent – permit an increase of 36 square feet consistent with the intent of the 1981 variance **4-ZAB-355-81**.

Criteria 4 That granting of the variance requested will not confer on the applicants any special privilege that is denied by Chapter 30 to other lands, buildings, or structures in the same zoning district.

Analysis: See Criteria 2. As to the applicants' request, granting the variance will give the applicants' special privilege by allowing them to have a bigger sign area as reflected by the size of their property, then those of the adjacent properties.

Finding: Conditionally Consistent – permit an increase of 36 square feet consistent with the intent of the 1981 variance **4-ZAB-355-81**.

Criteria 5 Financial difficulties or economic hardship shall not be a factor for determining whether a variance should be granted.

Analysis: Financial or economic hardships may not be considered in reviewing this application and none where offered.

Finding: Signage: Consistent

Criteria 6 That literal interpretation of the provisions of Chapter 30 would deprive the applicants of rights commonly enjoyed by other properties in the same zoning district under the terms of Chapter 30 and would work unnecessary and undue hardship on the applicant. The purchase of property which has an illegal nonconformity with Chapter 30 shall not be considered a hardship for the granting of a variance, nor shall conditions peculiar to the property owner be considered.

Analysis: See Criteria 2. Further, to deny the 36 square feet as contemplated in 1981 would undermine the integrity of the previously approved variance. As to the applicants' request, the property meets all zoning requirements as to lot size, depth, frontage etc. There is no evidence that the current sign would create an unnecessary hardship as there is no illegal nonconformity, nor any physical limitations to the land. The applicant is entitled to modify the existing detached sign within the permitted code provisions.

Finding: Conditionally Consistent – permit an increase of 36 square feet consistent with the intent of the 1981 variance **4-ZAB-355-81**.

Criteria 7 That the variance granted is the minimum variance that will make possible the reasonable use of the land, building, or structure.

Analysis: See Criteria 2. As to the applicants' request, the current detached sign(s) have a combined sign area of 306 sq. ft. as was granted without reference in a variance by Miami-Dade County. To construct anything larger would be contrary to the signage size requirements enjoyed by others in the immediate business districts.

Finding: Conditionally Consistent – permit an increase of 36 square feet consistent with the intent of the 1981 variance **4-ZAB-355-81**.

Criteria 8 That the grant of the variance will be in harmony with the general intent and purpose of the Comprehensive Plan and Chapter 30, and that the variance will not be injurious to the area involved or otherwise detrimental to the public welfare.

Analysis: The Comprehensive plan does not address signage.

Finding: Not Applicable

Criteria 9 In granting any variance, Village Council may prescribe appropriate conditions to mitigate the proposed variance and to ensure safeguards in conformity with the Comprehensive Plan and Chapter 30 or any other duly enacted ordinance. Violation of conditions and safeguards, when made a part of the terms under which the variance is granted, shall be deemed a violation of this chapter and shall nullify the variance development approval.

Analysis: The intent of this criterion is to provide the Council with an opportunity to recommend any conditions based on their evaluation and understating of the technical and non-technical aspects of the application. Should the Mayor and Council be inclined to approve the request with conditions they should provide clear guidance to mitigate the potential impacts created by the proposed variances. In addition, the Council can recommend conditions to ensure compliance with the Comprehensive Plan, Chapter 30 of the LDC or any duly enacted ordinance. The Council's are intended to provide conditions that would augment or revise the conditions that may be proposed by the Planning Department.

G. NEIGHBORHOOD SERVICES

Code Compliance	No objection with conditions
DERM	Required
Building and Capital Projects	Required
Public Works	Required

H. CONCLUSION

As presented in the background section, it is worth noting that a portion of this report is outside of the applicants' request. Staff believes however that it is important to address the deficiency of the 1981 resolution and as such supports a total freestanding sign area of 318 square feet. The applicants' request must be considered separate from the 1981 approval and be considered on its own merits. The evidence for their request does appear to meet the Villages variance criteria as presented in the Analysis Section above. The intent of the Code is not to provide unlimited signage but rather signage appropriate to the site based on its characteristics. The applicants' can modify the existing detached sign to accommodate their needs thus not requiring a variance.

I. RECOMMENDATION

The Department of Planning and Zoning recommends approval to increase the total free standing sign area to 306 square feet consistent with intent of the 1981 resolution **4-ZAB-355-81**. As to the applicants' request, staff recommends denial under Section 30-30.6 of the Code of the plans entitled "Proposed Sign: Sir Galloway Cleaners" at 14600 South Dixie Hwy, Miami, FL 33157" consisting of two sheets dated stamped received

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August 15th, 2012, as prepared by Saul Signs Inc. which requests an additional sign area of 12.5 square feet to the existing free standing sign.



Darby Delsalle, AICP, Director
Department of Planning & Zoning

APPLICATION

VPB-12-007 SIR GALLOWAY DRY CLEANERS



"The Difference is Knight and Day"

13007 SW 87 Avenue
Miami, FL 33176
305-252-2000
www.sirgalloway.com

August 10, 2012

Hand Delivery

Palmetto Bay Village Hall
Planning & Zoning Department
9705 East Hibiscus Street
Palmetto Bay, Florida 33157

Re: Pylon Sign Variance Application
14601 S. Dixie Hwy, Village of Palmetto Bay

To Whom It May Concern:

We at Sir Galloway Dry Cleaners would like to add our name and logo at bottom end of the existing pylon sign located at the above-referenced address. However, we have been informed by the Village that the existing pylon sign is "maxed out" at 276 square feet. We are requesting the Village of Palmetto Bay to allow extra footage of the existing pylon for our proposed sign.

Our store located in Palmetto Bay opened April 14, 2012, and would like to benefit from the use of a pylon sign. This will impact our sales volume drastically as our store is located at the most southern point on a corner of the shopping center. The natural tendency of a consumer is to visit and shop at the center for the staple items found at Publix, CVS, and Hallmark. However, the consumer would not know there is a dry cleaner without signage at the entrance of the shopping center directing him/her to our business.

We are seeking a variance to allow a sign measuring 72" x 22". Please refer to the attached pylon photos from our sign company, Saul Signs, indicating the proposed sign.

Thank you for your consideration of this letter and attached application.

Sincerely,

Mark Mills

Mark D. Mills

MDM/ms
Enclosures

RECEIVED
Zoning Department

8/10/12

Village of Palmetto Bay
Building & Zoning Department

By:



ZONING HEARING (ZH) APPLICATION
Village of Palmetto Bay, Department of Planning and Zoning

LIST ALL FOLIO #S: 33-5021-000-0360 Date Received 8-10-12

1. NAME OF APPLICANT (Owner(s) of record of the property or lessee. If applicant is a lessee, an executed 'Owner's Sworn-to-Consent' and copy of a valid lease for 1 year or more is required. If the applicant is a corporation, trust, partnership, or like entity, a 'Disclosure of Interest' is required).

Sir Galloway Dry Cleaners, Inc.

2. APPLICANT'S MAILING ADDRESS, TELEPHONE NUMBER:

Mailing Address: 13007 S.W. 87 Avenue
City: Miami State: FL Zip: 33176 Phone#: (305) 252-2000

3. OWNER'S NAME, MAILING ADDRESS, TELEPHONE NUMBER:

Owner's Name (Provide name of ALL owners): Publix Supermarkets, Inc
P.O. Box 32025
City: Lakeland State: FL Zip: 33802 Phone#: (863) 413-8135
(Michael Leahy)

4. CONTACT PERSON'S INFORMATION:

Name: Company: Mari Segura - Sir Galloway Dry Cleaners, Inc
City: Miami State: FL Zip: 33176 Cell Phone#: _____
Phone#: (305) 252-2000 x54 Fax#: (305) 255-5961 E-mail: msegura@sirgalloway.com

5. LEGAL DESCRIPTION OF ALL PROPERTY COVERED BY THE APPLICATION

(Provide complete legal description, i.e., lot, block, subdivision name, plat book & page number, or metes and bounds. Include section, township, range. If the application contains multiple rezoning requests, a legal description for each requested zone must be provided. Attach separate sheets as needed and clearly label (identify) each legal description attached. In addition to paper version it is requested that lengthy metes and bounds descriptions be provided on diskette or compact disc in Microsoft Word or compatible software.)

21 55 40 10.69 AC M/L SW 1/4 OF NE 1/4 OF SE 1/4 LESS 0
N 1/2 OF SE 1/4 OF NW 1/4 OF SE 1/4 LYG E OF HWY 5 LESS
S 125 FT. 0 LESS RD LOT SIZE 465483 SQ FT.

6. ADDRESS OR LOCATION OF PROPERTY (For location, use description such as NE corner of, etc.)

14601 South Dixie Hwy., Miami, FL. 33176

7. SIZE OF PROPERTY (in acres): 10.69 (divide total sq. ft. by 43,560 to obtain acreage)

8. DATE property acquired leased: 9/2011 **9. Lease term:** 10 years
(month & year)

8/10/12

Village of Palmetto Bay
Building & Zoning Department
By: [Signature]

RECEIVED
Zoning Department

10. IS CONTIGUOUS PROPERTY OWNED BY THE SUBJECT PROPERTY OWNER(S)? yes no If yes, provide complete legal description of said contiguous property.

parcels to the East

11. Is there an option to purchase or lease the subject property or property contiguous thereto? no yes (If yes, identify potential purchaser or lessee and complete 'Disclosure of Interest' form)

N/A.

12. PRESENT ZONING CLASSIFICATION: B-1

13. APPLICATION REQUESTS (Check all that apply and describe nature of the request in space provided)

District Boundary(zone) Changes [Zone(s) requested]: (Provide a separate legal description for each zone requested)

Unusual Use:

Use Variance:

Non-Use Variance: Sign regulations

Alternative Site Development: Option:

Special Exception:

Modification of previous resolution/plan:

Modification of Declaration or Covenant:

14. Has a public hearing been held on this property within the eighteen (18) months? no yes. If yes, provide applicant's name, date, purpose and result of hearing, and resolution number:

N/A

15. Is this application a result of a violation notice? no yes. If yes, give name to whom the violation notice was served: and describe the violation:

N/A.

16. Describe structures on the property: Commercial mixed-use

17. Is there any existing use on the property? no yes. If yes, what use and when established?

Use: Commercial mixed-use Year: 1980

Planning Staff Use Only

Base Fee	Reviewed and Accepted by	Date
Receipt No.	Deemed Complete By	Date

added loan prei

RESPONSIBILITIES OF THE APPLICANT AFFIDAVIT

I AM AWARE THAT:

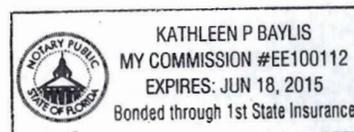
1. The Public Works Department, the Department of Environmental Resources Management (DERM), and other County agencies review and critique zoning hearing applications which may affect the scheduling and outcome of my hearing. These reviews may require additional hearings before DERM's Environmental Quality Control Board (EQCB), or other County boards, and/or the proffering of agreements to be recorded. I am also aware that I must comply promptly with any DERM or Public Works conditions and advise this office in writing if my application will be withdrawn.
2. Filing fees may not be the total cost of a hearing. Some requests require notices to be mailed to property owners up to a mile from the subject property and I am responsible for paying the additional radius mailing costs. In addition to mailing costs, I am responsible for additional fees related to application changes, plan revisions, deferrals, re-advertising, etc., that may be incurred. I understand that fees must be paid promptly. Applications withdrawn within 60 days of the filing are eligible for a refund of 50% of the hearing fee but after that time hearings withdrawn or returned will be ineligible for a refund. Refunds must be requested in writing.
3. The Florida Building code requirements may affect my ability to obtain a building permit even if my zoning application is approved; and a building permit will probably be required. I am responsible for obtaining any required permits and inspections for all structures and additions proposed, or built without permits. And that a Certificate of Use (C.U.) must be obtained for the use of the property after it has been approved at Zoning Hearing. Failure to obtain the required permits and/or C.U., Certificates of Completion (C.C.) or Certificate of Occupancy (C.O.) will result in enforcement action against any occupant and owner. Submittal of the Zoning Hearing application may not forestall enforcement action against the property.
4. The 3rd District Court of Appeal has ruled that zoning applications inconsistent with the Comprehensive Plan (CP) cannot be approved by a zoning board based upon considerations of fundamental fairness. Therefore, I acknowledge that if the hearing request is inconsistent with the CP and I decide to go forward then my hearing request can only be denied or deferred, but not approved.
5. Any covenant to be proffered must be submitted to the Village Attorney, on County form, at least 1 month prior to the hearing date. The covenant will be reviewed and the applicant will be notified if changes or corrections are necessary. Once the covenant is acceptable, the applicant is responsible to submit the executed covenant with a current 'Opinion of Title' within 1 week of the hearing. Village Attorney can advise as to additional requirements applicable to foreign corporations. Documents submitted to the Village Attorney must carry a cover letter indicating subject matter, application number and hearing date. Village Attorney may be reached at (305) 854-5353.

Mark D. Mills
(Applicant's Signature)

mark D. mills
(Print Name)

Sworn to and subscribed before me this 9th day of August, 2012. Affiant is personally known to me or has produced _____ as identification.

(Notary Public) Kathleen P Baylis
My commission expires 06-18-2015



OWNERSHIP AFFIDAVIT
FOR
CORPORATION

STATE OF Florida
COUNTY OF Miami-Dade

Public Hearing No. _____

Before me, the undersigned authority, personally appeared Mark D. Mills
_____ hereinafter the Affiant(s), who being first duly sworn by me, on oath, deposes
and says:

1. Affiant is the president vice-president or CEO of the Corporation, with the following address:
13007 S.W. 87 Avenue, Miami, FL 33176.
2. The Corporation ~~owns~~ the property which is the subject of the proposed hearing.
3. The subject property is legally described as:
lease 21.55 40 10.69 AC M/L SW 1/4 OF NE 1/4 OF SE 1/4 LESS 1/2 OF
SE 1/4 OF NW 1/4 OF SE 1/4 LY 6 E OF HWY 5 LESS 5125 FT. LESS
RD LOT SIZE 465483 SQ FT.
4. Affiant is legally authorized to file this application for public hearing.
5. Affiant understands this affidavit is subject to the penalties of law for perjury and the possibility of voiding of any zoning granted at public hearing.

Witnesses:

[Signature]
Signature

Mabel Rio's
Print Name

[Signature]
Signature

MERCEDES JAMES
Print Name

[Signature]
Affiant's signature

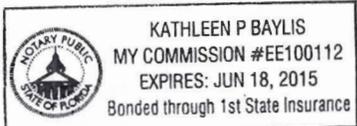
Mark D. Mills, Pres.
Print Name

Sworn to and subscribed before me on the 9th day of August 20 12.

Affiant is personally known to me or has produced _____ as identification.

Notary [Signature]

(Stamp/Seal)
Commission Expires: 06-18-2015



DISCLOSURE OF INTEREST*

If a CORPORATION owns or leases the subject property, list principal stockholders and percent of stock owned by each. [Note: Where principal officers or stockholders consist of other corporation(s), trust(s), partnership(s) or other similar entities, further disclosure shall be made to identify the natural persons having the ultimate ownership interest].

CORPORATION NAME: Sir Galloway Dry Cleaners, Inc.

NAME AND ADDRESS

Percentage of Stock

<u>Mark D. Mills, 13007 S.W. 87 Avenue, Miami, FL 33176</u>	<u>50%</u>
<u>Mary J. Mills, 13007 S.W. 87 Avenue, Miami, FL 33176</u>	<u>50%</u>
_____	_____
_____	_____

If a TRUST or ESTATE owns or leases the subject property, list the trust beneficiaries and the percent of interest held by each. [Note: Where beneficiaries are other than natural persons, further disclosure shall be made to identify the natural persons having the ultimate ownership interest].

TRUST/ESTATE NAME: _____

NAME AND ADDRESS

Percentage of Interest

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

If a PARTNERSHIP owns or leases the subject property, list the principals including general and limited partners. [Note: Where the partner(s) consist of another partnership(s), corporation(s), trust(s) or other similar entities, further disclosure shall be made to identify the natural persons having the ultimate ownership interest].

PARTNERSHIP OR LIMITED PARTNERSHIP NAME: _____

NAME AND ADDRESS

Percentage of Interest

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

If there is a CONTRACT FOR PURCHASE, by a Corporation, Trust or Partnership list purchasers below, including principal officers, stockholders, beneficiaries or partners. [Note: Where principal officers, stockholders, beneficiaries or partners consist of other corporations, trusts, partnerships or other similar entities, further disclosure shall be made to identify natural persons having the ultimate ownership interests].

NAME OF PURCHASER: _____

NAME, ADDRESS AND OFFICE (if applicable)

Percentage of Interest

Date of Contract: _____

If any contingency clause or contract terms involve additional parties, list all individuals or officers, if a corporation, partnership or trust.

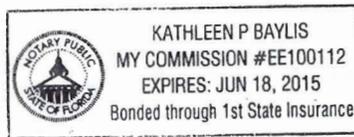
NOTICE: For any changes of ownership or changes in purchase contracts after the date of the application, but prior to the date of final public hearing, a supplemental disclosure of interest is required.

The above is a full disclosure of all parties of interest in this application to the best of my knowledge and belief.

Signature: *[Handwritten Signature]*
(Applicant)

Sworn to and subscribed before me this 9th day of August, 2012 Affiant is personally known to me or has produced _____ as identification.

[Handwritten Signature]
(Notary Public)



My commission expires: 06-18-2015

*Disclosure shall not be required of: 1) any entity, the equity interests in which are regularly traded on an established securities market in the United States or another country; or 2) pension funds or pension trusts of more than five thousand (5,000) ownership interests; or 3) any entity where ownership interests are held in a partnership, corporation or trust consisting of more than five thousand (5,000) separate interests, including all interests at every level of ownership and where no on (1) person or entity holds more than a total of five percent (5%) of the ownership interest in the partnership, corporation or trust. Entities whose ownership interests are held in a partnership, corporation, or trust consisting of more than five thousand (5,000) separate interests, including all interests at every level of ownership, shall only be required to disclose those ownership interest which exceed five (5) percent of the ownership interest in the partnership, corporation or trust.

APPLICANT'S AFFIDAVIT

The Undersigned, first being duly sworn depose that all answers to the questions in this application, and all supplementary documents made a part of the application are honest and true to the best of (my)(our) knowledge and belief. (I)(We) understand this application must be complete and accurate before the application can be submitted and the hearing advertised.

OWNER OR TENANT AFFIDAVIT

(I)(WE), Mike Leahy, being first duly sworn, depose and say that (I am) (we are) owner tenant of the property described and which is the subject matter of the proposed hearing.

Signature

Sworn to and subscribed to before me this 13th day of August, 2012



PATRICIA COOLEY
MY COMMISSION # EE 008741
EXPIRES: August 20, 2014
Bonded Through Budget Notary Public

Signature

Notary Public
Commission Expires:

CORPORATION AFFIDAVIT

(I) (WE), _____, being first duly sworn, depose and say that (I am) (we are) the President Vice-President Secretary Asst. Secretary of the aforesaid corporation, and as such, have been authorized by the corporation to file this application for public hearing; and that said corporation is the owner tenant of the property described herein and which is the subject matter of the proposed hearing.

Attest: _____

Authorized Signature

Office Held

(Corp. Seal)

Sworn to and subscribed to before me This _____ day of _____, _____.

Notary Public: _____
Commission Expires: _____

PARTNERSHIP AFFIDAVIT

(I)(WE), _____, being first duly sworn, depose and say that (I am) (we are) partners of the hereinafter named partnership, and as such, have been authorized to file this application for a public hearing; and that said partnership is the owner tenant of the property described herein which is the subject matter of the proposed hearing.

By _____ %

By _____ %

By _____ %

By _____ %

Sworn to and subscribed to before me This _____ day of _____, _____.

Notary Public: _____
Commission Expires: _____

ATTORNEY AFFIDAVIT

I, _____, being first duly sworn, depose and say that I am a State of Florida Attorney at Law, and I am Attorney for the Owner of the property described and which is the subject matter of the proposed hearing.

Signature

Sworn to and subscribed to before me This _____ day of _____, _____.

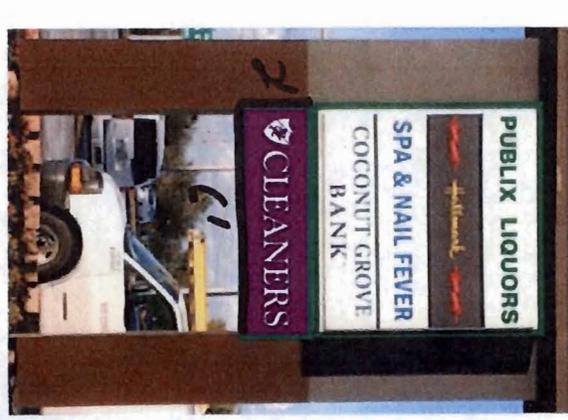
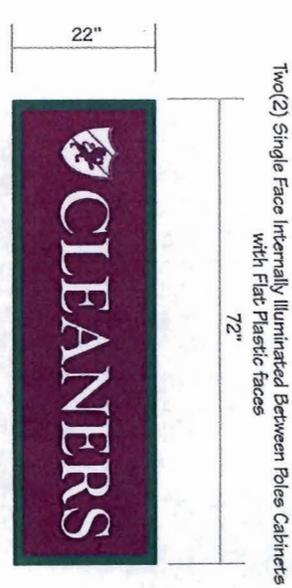
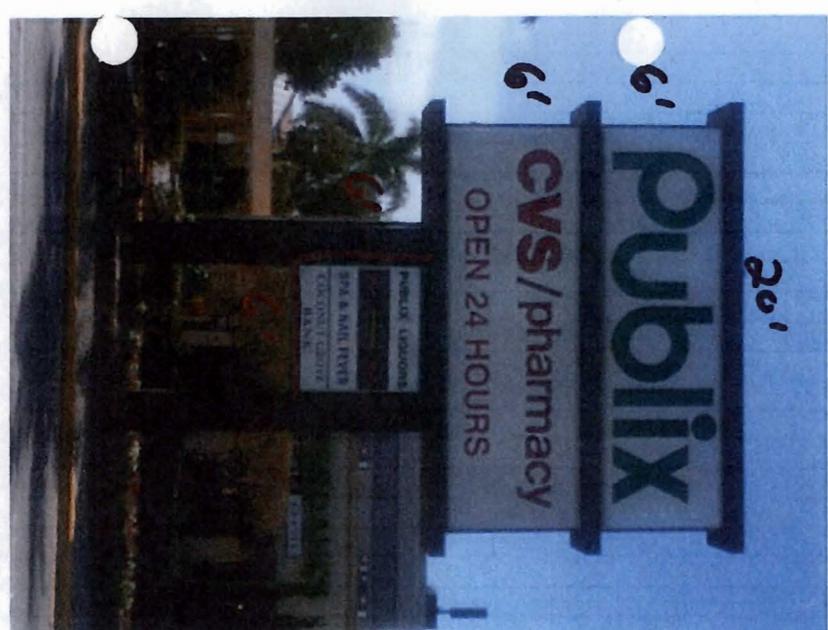
Notary Public: _____
Commission Expires: _____

$20' \times 6' = 120 \text{ S.F. (Publix)}$
 $20' \times 6' = 120 \text{ S.F. (CVS)}$
 $6' \times 6' = 36 \text{ S.F. (4 smaller signs)}$
276 S.F.

$276 \text{ S.F. (existing sign)}$
 $12 \text{ S.F. (Proposed sign)}$
288 S.F.

Existing Sign 276 S.F.

Proposed Sign 288 S.F.



14080 SW 143 Court
 Miami Florida 33186
 fax: 305.266.8959
 email: info@saulsigns.com
 www.saulsigns.com
 ph: 305.266.8484

Job: SIR GALLOWAY CLEANERS
 Address: 14600 SOUTH DIXIE HWY.
 Municipality: PALMETTO BAY

Date: 04/03/12
 Sales: JOEL HERNANDEZ
 Scale: N.T.S

Proposed Sign

PHOTO INDEX MAP

14601 S Dixie Hwy, South Dixie Highway

Google

© 2012 Google

Eye a

25°38'00.77" N 80°20'14.69" W elev 13 ft

3/26/2011 1994



PHOTOS



PHOTO ③ SOUTH VIEW



PHOTO ① NORTH VIEW

PHOTOS



PHOTO ② EAST VIEW

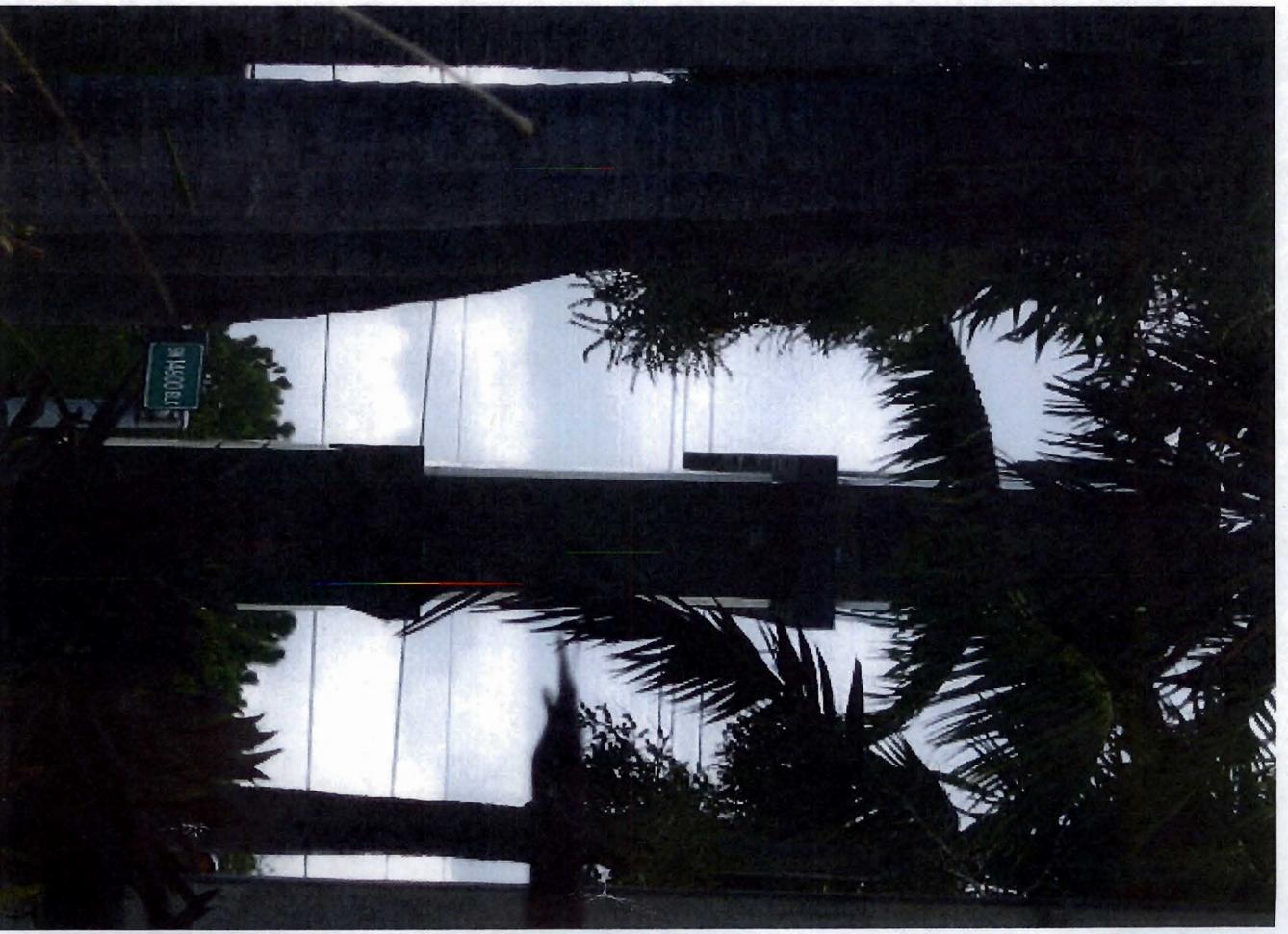


PHOTO ④ WEST VIEW



Publix
CVS/pharmacy
OPEN 24 HOURS

PUBLIC LIQUORS
SPR & MAIL SERVICES
BOOKS & MUSIC
BANK

MCCOY BL

10/19/2012 16:06

Publix

VIA FEDERAL EXPRESS

September 12, 2011

Sir Galloway Dry Cleaners, Inc.
13007 SW 87th Avenue
Miami, FL 33176

**RE: Transmittal of Fully Executed Lease
d/b/a Sir Galloway Dry Cleaners
South Dixie Highway
Miami, FL (Publix # 0223)**

Dear Tenant:

Enclosed, please find one (1) original of the fully executed Lease Agreement, dated September 7, 2011, for retail space at the above referenced shopping center. The original is for your files and safekeeping.

Please note that Landlord is currently in the process of splitting the space into 2 units and possession will occur once Landlord's work is complete as referenced in the Exhibit to Work Letter.

Please feel free to call me at (863) 688-7407, ext. 54135, if you have any questions in regard to this.

Sincerely,

PUBLIX SUPER MARKETS, INC.



Mike Leahy
Leasing Specialist

ML/ar

Enclosures - (1) Original Lease

c
Walt Engle, Esq. (w/ original)
Carrie Barwick, Payment Processing (w/ copy of Ltr & original cks* - Cust# 8502974)
Betsy Sawyer, Accounts Receivable
Jeff Preston, Asset Manager
Mike Leahy, Leasing Specialist
Jacquelyn Pasternak, Real Estate Analyst
Charlene Putnam, Property Representative Manager
Allison Parker, Property Representative
Catherine Walters, Property Representative Assistant
Bettye Winoker, SAP
Kimberly Wells
Ashley Thornburg, Crossman & Company - Broker
Tenant Lease File # 0223 (w/ original & copy of cks*)

(* = cks # 80933 in amt of \$3,000.00 for security deposit & ck # 80934 in amt of \$3,168.98 for prepaid rent.)

Publix Super Markets, Inc. * Corporate Office * P. O. Box 407 * Lakeland, FL. * 33802-0407
Office #. (863) 688-7407 ext. 54135 * Fax #: (863) 616-5815

WHERE SHOPPING IS A PLEASURE.®

LEASE AGREEMENT

Between

PUBLIX SUPER MARKETS, INC.,
a Florida corporation,
as Landlord,

and

SIR GALLOWAY DRY CLEANERS, INC.,
a Florida corporation,
as Tenant,

Dated

as of

September 7th, 2011

LEASE AGREEMENT

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LEASE AGREEMENT

THIS LEASE AND AGREEMENT ("Lease") made and entered into this 17th day of September, 2011 (the "Effective Date"), by and between **PUBLIX SUPER MARKETS, INC.**, a Florida corporation ("Landlord"), and **SIR GALLOWAY DRY CLEANERS, INC.**, a Florida corporation ("Tenant"), with reference to the following facts:

A. Landlord is the owner or ground lessee of that certain Shopping Center, as further described in Section 1.2, commonly known as South Dixie Highway, located in Miami-Dade County, Florida; and

B. Tenant desires to lease from Landlord, and Landlord has agreed to lease to Tenant, upon the terms and conditions contained herein, certain Premises, as further described in Section 1.2;

NOW, THEREFORE, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00), and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto do hereby agree as follows:

ARTICLE 1 - AGREEMENT TO LEASE

1.1 Fundamental Provisions. Certain fundamental provisions are presented in this Section 1.1 in summary form to facilitate convenient reference:

- | | |
|------------------------------------|--|
| (a) Tenant's Trade Name: | <u>Sir Galloway Dry Cleaners</u>
(Section 3.1) |
| (b) Initial Term: | <u>Ten (10) Lease Year(s)</u>
(Section 2.1) |
| (c) Renewal Term: | <u>Two (2) option(s) of five (5) Lease Years each</u>
(Section 2.2) |
| (d) Present Premises Space Number: | <u>5B</u>
(Exhibit A) |
| (e) Leased Area: | <u>1,000 square feet</u>
(Section 1.3) |
| (f) Landlord's Building(s): | <u>86,163 square feet</u>
(Sections 1.3 and 4.6) |
| (g) Base Rent (Initial Year): | <u>\$28,000.00/year \$2,333.33/month (\$28.00/sq. ft.)</u>
(Section 4.1, plus applicable sales tax-Section 4.5) |
| (h) Prepaid Rent | <u>\$3,168.98</u>
(Section 4.1) |
| (i) Commencement Date: | <u>120 days after Possession Date regardless of when tenant opens for business</u>
(Section 2.1) |
| (j) Use: | <u>Dry cleaning drop-off site, as hereinafter further defined</u>
(Section 3.1) |
| (k) Security Deposit: | <u>\$3,000.00</u>
(Section 4.11) |

- (l) Additional Provisions: No additional provisions
 Additional Provisions are included on attached Rider 1.1(l) - "Addendum to Lease"
- (m) Guarantor: Mark D. Mills and Mary J. Mills
(See Rider 1.1(m) - "Guaranty")
- (n) Improvements: No additional Improvements required
 See Rider 1.1(n) - "Work Letter"

1.2 Definitions. In addition to any other terms whose definitions are fixed and defined by this Lease, each of the following defined terms, when used in this Lease with an initial capital letter, shall have the meaning ascribed to them in this Section 1.2:

"Additional Provisions" shall mean any terms and conditions included on an attached addendum to this Lease as described in Section 1.1(l).

"Additional Rent" shall mean all sums other than Base Rent due from Tenant to Landlord pursuant to the terms and conditions of this Lease, as provided in Section 4.4.

"Base Rent" shall have the meaning ascribed thereto in Section 4.1.

"Broker" shall have the meaning ascribed thereto in Section 24.2.

"Commencement Date" shall have the meaning ascribed thereto in Section 2.1.

"Common Area" shall mean and include all improvements which may from time to time be constructed or installed within the Shopping Center and intended for the common use or benefit of the tenants and/or invitees thereof, including, without limitation the following: parking areas, service areas, loading areas, maintenance and storage rooms, entrances and exits, access drives, sidewalks, landscaping, lighting, pylon or monument signs identifying the Shopping Center, directional or traffic signals, fixtures, improvements, and surface water retention and drainage facilities.

"Effective Date" shall mean the date that the last of Landlord or Tenant executes this Lease.

"Gross Sales" shall mean absolutely all amounts received from the sale of all goods, wares and merchandise sold and the actual charges for all services performed by Tenant or by any subtenant, licensee, concessionaire or other person, in, at, from or arising out of the use of the Premises, wholesale or retail, cash or credit, or otherwise, and includes the value of all consideration received or promised for any of the foregoing, without reserve or deduction for inability, failure or cost to collect, including, but not limited to, sales and services: (i) where the orders therefor originate in, at, from or arising out of the use of the Premises, whether delivery or performance is made from the Premises or some other place and regardless of the place of bookkeeping, payment or collection; (ii) made or performed by mail, telephone, internet or any other form of electronic commerce, or facsimile orders received or filled in, at or from the Premises; (iii) made or performed by means of mechanical or other vending devices on the Premises; (iv) which Tenant, any subtenant, licensee, concessionaire or other person, in the normal and customary course of business, would credit or attribute to its operation at the Premises; or (v) sales made over the internet from a kiosk in the Premises, or completed from inventory in the Premises. Gross Sales shall not include: (i) any exchange of merchandise between stores of Tenant when such exchange is made solely for the convenience of Tenant's business and not for the purpose of consummating a sale made in, at or from the Premises; (ii) returns to shippers and manufacturers; (iii) cash or credit refunds to customers on transactions otherwise included in Gross Sales; (iv) sales of fixtures, machinery and equipment, which are not stock in trade, after use thereof in the operation of Tenant's business; and (v) amounts which are separately stated and collected from customers and which are paid by Tenant to any governmental entity for sales or excise tax. No franchise fees or taxes, capital stock tax, tax based on assets or net worth or gross receipts tax, and no income or similar tax based on income or profits shall be deducted from Gross Sales.

"Hazardous Materials" shall mean any and all toxic or hazardous substances, chemicals, materials or pollutants, of any kind or nature, which are regulated, governed, restricted or prohibited by any federal, state or local law, decision, statute, rule, regulation, or ordinance currently in existence or hereafter enacted or rendered, and shall include (without limitation), all oil, gasoline and petroleum based substances.

"Improvements" shall mean the interior, non-structural elements of the Premises, including, but not limited to, the following: the ceiling system and light fixtures suspended from the roof; awnings; interior and partition walls; the finish or wall coverings applied to the interior surfaces of exterior walls or demising (i.e., party) walls; the glass, glazing, doors, windows and components thereof; floor coverings (i.e., carpet or tile), but not the slab or structural components thereof; and gas, electric, fire sprinkler, telephone, water, plumbing, heating, ventilation, and air conditioning lines, pipes, conduits, ducts, connections, meters, systems, and equipment which directly and exclusively serve the Premises (as opposed to such equipment, facilities, or systems which serve the Premises in common with other improvements or Common Area constructed in the Shopping Center) except to the extent such systems or utilities are embedded within structural components of the Premises.

"Initial Year" shall mean the first Lease Year of this Lease.

"Initial Term" shall have the meaning ascribed thereto in Section 2.1.

"Lease Year" shall mean each successive twelve month period of the Term, with the first Lease Year commencing on the Commencement Date, unless the Commencement Date is other than the first day of the month, in which case the first Lease Year shall commence on the first day of the calendar month immediately following the Commencement Date, and shall include the period from the Commencement Date to the first day of such next following calendar month.

"Landlord's Buildings" shall mean all buildings located within the Shopping Center.

"Leased Area" shall have the meaning ascribed thereto in Section 1.3.

"Operating Expenses" shall mean all costs of operation, repair and maintenance of the Shopping Center and its Common Areas and appurtenances, and shall include Landlords' costs and expenses incurred in connection with the following by way of illustration but not limitation: (i) the cost of Taxes, including all costs associated with the appeal of any assessment of Taxes; (ii) the cost of commercial general liability, special form perils, including hurricane and other wind damage, flood and earthquake or earth movement, and all other insurance, including, without limitation, fees to agents and administrative fees in connection with such insurance, which Landlord is obligated or permitted to obtain under this Lease, and any self-insurance and the payment of any deductible amount applicable to any claim made by Landlord under such insurance; (iii) the cost of security, supplies, janitorial, landscaping, window cleaning, garbage removal and trash removal services; (iv) the cost of repair and replacement of heating, ventilation and air conditioning equipment serving any portion of the Shopping Center, including the cost of any maintenance agreements for maintenance on the heating, ventilating or air conditioning equipment; (v) the cost of all fuel, water, sewer, electricity, gas, telephone and other utilities used in the maintenance, operation or administration of the Shopping Center (except for electricity to the Premises in the event that the Premises are separately metered and paid for by Tenant); (vi) salaries, wages and other amounts paid or payable for all personnel (including an on-site and/or off-site property manager) involved in the repair, maintenance, administration, operation, security, gardening, landscaping, supervision, painting or cleaning of the Shopping Center, including fringe benefits, unemployment and workers' compensation insurance premiums, pension plan contributions and other employment costs and the costs of engaging independent contractors to perform any of the foregoing services; (vii) auditing and accounting fees and costs; (viii) parking lot cleaning, repairs and maintenance; (ix) association fees and all assessments, charges, fees and other expenses for which Landlord is obligated, in its capacity as the Owner of the Shopping Center, pursuant to any restrictive covenants or other recorded matters of title now or hereafter affecting the Shopping Center; (x) the cost of repairing, replacing, operating, and maintaining the Shopping Center and the equipment servicing the Shopping Center; (xi) the cost of the rental of any equipment and signs; (xii) at Landlord's election, amortization of the costs referred to in (x) above, to the extent not charged fully in the year in which they are incurred, all as determined by Landlord, together with interest on any unamortized balance of such costs calculated at 2% above the prime rate during the period of calculation of any major bank designated by Landlord; (xiii) an administrative fee equal to 15% of all Operating Expenses; and (xiv) a management fee. Operating Expenses shall exclude only: (1) all amounts which otherwise would be included in Operating Expenses which are actually recovered by Landlord from specific tenants by separate agreement or as a result of any act, omission, default or negligence of such tenant; (2) income taxes on Landlord's income from the Shopping Center; (3) such of the Operating Expenses as are recovered from insurance proceeds; (4) costs of a capital nature not expressly permitted to be included hereunder; (5) executive salaries, and (6) all costs billed directly to tenants of the Shopping Center either by Landlord or a third party.

"Permitted Use" shall have the meaning ascribed thereto in Section 3.1.

"Personalty" shall mean all signage, trade fixtures, wares, furnishings, merchandise, equipment, goods, inventory, and other personal property of Tenant.

"Possession Date" shall mean the later of the Effective Date or the date Landlord offers possession of the Premises to Tenant.

"Premises" shall mean the portion of the Shopping Center leased to Tenant pursuant to this Lease, presently identified as space number 5B and outlined on that certain Site Plan attached hereto as **Exhibit A**.

"Relocation Date" shall have the meaning ascribed thereto in Article 23.

"Renewal Term" shall have the meaning ascribed thereto in Section 2.2.

"Rent" shall mean the aggregate of all Base Rent and Additional Rent due from Tenant to Landlord pursuant to this Lease.

"Shopping Center" shall mean all land and all buildings and common areas, as currently existing or hereafter constructed, owned by Landlord and contiguous with the Premises or, if not contiguous, otherwise benefiting or serving, either directly or indirectly, the Premises, which may be from time to time expanded or contracted.

"Substitute Premises" shall have the meaning ascribed thereto in Article 23.

"Taxes" shall mean all real estate, personal property and other ad valorem and non-ad valorem taxes, water and sewer charges, fire, rescue and emergency medical services and similar fees and any other levies, charges, fees, impositions, local improvement rates and assessments whatsoever assessed or charged against the Shopping Center, the equipment and the improvements therein contained (all of the above being ordinary, extraordinary, general, special or otherwise), or any part thereof, by any lawful taxing authority and including any amounts assessed or charged in substitution for or in lieu of any such taxes, excluding only income, franchise, inheritance or capital gains tax, to the extent such taxes are not levied in lieu of any of the foregoing against the Shopping Center or Landlord.

"Tenant's Operating Expenses" shall have the meaning ascribed thereto in Section 4.6.

"Term" shall mean the Initial Term and any duly exercised Renewal Term.

1.3 Premises; Leased Area. The Premises shall extend from the interior surfaces of all exterior walls and the centerline of walls separating the Premises from other leaseable premises within the Shopping Center; and from the surface of the slab to the interior surface of the ceiling, but the Premises specifically does not include any space above and between the interior surface of the ceiling and the roof. Landlord and Tenant hereby agree that for all terms and conditions of this Lease, and specifically for purposes of calculating any Rent or Tenant's Operating Expenses due under this Lease, the square footage of the Premises is deemed to be 1,000 square feet (the "Leased Area").

1.4 Demise. Landlord hereby demises, lets and leases unto Tenant, and Tenant hereby hires, leases and takes as tenant from Landlord the Premises, upon the terms and conditions hereinafter set forth. If Tenant is more than one individual or entity, such individuals or entities acknowledge and agree their duties, responsibilities, and obligations under this Lease are joint and several.

1.5 Condition. Tenant acknowledges and agrees that the Premises shall be leased by Landlord to Tenant in an "as is" condition, and that Landlord makes absolutely no representations or warranties whatsoever with respect to the Premises or the condition thereof. Tenant acknowledges that Landlord has not investigated and does not warrant or represent to Tenant that the Premises are fit for the purposes intended by Tenant or for any other purpose or purposes whatsoever. Tenant represents and warrants that, by leasing the Premises, Tenant has examined and approved all things concerning the Premises, which Tenant deems material to Tenant's leasing and use of the Premises.

1.6 Quiet Enjoyment. Landlord covenants and agrees that so long as Tenant shall (i) timely pay all Rent due to Landlord from Tenant hereunder and (ii) keep, observe and perform all covenants, promises and agreements on Tenant's part to be kept, observed and performed hereunder, that Tenant shall be entitled to quiet enjoyment of the Premises free of any interference from Landlord; subject to the terms and conditions of this Lease.

ARTICLE 2 - TERM

2.1 Initial Term; Commencement Date. The initial term (the "Initial Term") of this Lease shall commence on the date specified in Section 1.1(i) (the "Commencement Date") and shall continue for the term set forth in Section 1.1(b).

2.2 Option to Renew. Tenant shall have and is hereby granted two (2) options to extend this Lease for an additional five (5) Lease Years each (each a "Renewal Term"), upon the same terms, covenants, conditions and Rent as set forth herein, subject to adjustments to the Base Rent described in Section 4.2 below; provided that: (i) Tenant is not in default of the Lease at the time of exercise of each renewal option, nor in default on the date of commencement of each Renewal Term; (ii) Tenant is the original Tenant under this Lease and has not acquired its interest in this Lease pursuant to Article 13 below; and (iii) Tenant has not been late in the payment of Rent more than twice during any twelve (12) month period during the Initial Term or any prior Renewal Term. Tenant may exercise each renewal option by giving written notice to Landlord not less than six (6) months, nor more than nine (9) months, prior to the expiration of the Initial Term or the current Renewal Term. Should Tenant fail to give Landlord such timely written notice during the required period, all remaining rights of renewal shall automatically expire.

2.3 Early Occupancy. Tenant shall have the right to enter and occupy the Premises prior to the Commencement Date only upon the following terms and conditions:

(a) All terms and conditions of the Lease shall apply and shall be in full force and effect upon the Possession Date, other than the terms and conditions regarding payment of Rent, which shall be in full force and effect as of the Commencement Date.

(b) Tenant may take occupancy of the Premises upon receipt of written notice of delivery of the Premises from Landlord, but only after delivering to Landlord the following: (i) one month's Rent pursuant to Article 4 of the Lease (although not credited until the Commencement Date); (ii) security deposit pursuant to Section 4.11 of the Lease; and (iii) certificate(s) of insurance pursuant to Section 8.3 of the Lease.

(c) Tenant's activities within the Premises shall be at Tenant's sole risk, and Landlord shall not be responsible for the safety of Tenant or Tenant's employees or the condition or loss of any personal property brought on to the Premises.

(d) INTENTIONALLY OMITTED.

2.4 Construction of Improvements. Construction to be performed in the Premises prior to the Commencement Date, if any, shall be in accordance with the terms and conditions set forth in attached Rider 1.1(n). If no Rider 1.1(n) is attached to this Lease, Tenant may only perform construction in the Premises upon written consent of Landlord, which may be withheld or conditioned at Landlord's sole discretion.

ARTICLE 3 - USE AND OPERATION OF PREMISES

3.1 Permitted Use. Tenant covenants that throughout the Term, Tenant shall continuously use and occupy the Premises solely and only for the purpose of operating thereon a retail dry cleaning drop-off site for off-premises dry cleaning and off-premises laundering/wash & fold together with incidental (defined for purposes of this Section 3.1 as no more than fifteen percent (15%) of Tenant's Gross Sales) alterations and/or shoe repair (the "Permitted Use"), and for absolutely no other use or purpose whatsoever and shall conduct its business in the Premises solely under the trade name specified in Section 1.1(a). In no event shall Tenant place or operate in the Premises any dry cleaning equipment which utilizes any chemical-based cleaning method, including without limitation the use of perchloroethylene solution, nor shall Tenant conduct any dry cleaning, laundering or spot removal operations in the Premises.

3.2 Requirements and Restrictions. Tenant agrees that it (a) will not, without Landlord's consent, conduct or permit to be conducted any auction, fire, bankruptcy or going-out-of-business sale, or similar type sale, in connection with the Premises; provided, however, that this provision shall not restrict the absolute freedom of Tenant to determine its own selling prices nor shall it preclude the conduct of periodical seasonal, promotional or clearance sales; (b) will not use or permit the use of any apparatus for sound reproduction or transmission or of any musical instrument in such manner that the sounds so reproduced, transmitted or produced shall be audible beyond the interior of the Premises; will not permit the use of any apparatus, advertising medium or the like which can be seen, heard or experienced outside the Premises, including, but not limited to,

flashing lights, search lights, loud speakers, etc.; will not display, paint or cause to be displayed, painted or place, any handbills, bumper stickers or other advertising devices on any vehicle parked in the parking area of the shopping center; will not distribute or cause to be distributed, in the shopping center any handbills or other advertising devices, and will not conduct or permit any activities that might constitute a nuisance; (c) will keep all mechanical apparatus free of vibration and noise which may be transmitted beyond the confines of the Premises; will not cause or permit strong, unusual, offensive or objectionable noise, odors, fumes, dust or vapors to emanate or be dispelled from the Premises; will not burn trash or store or permit accumulations of any trash, garbage, rubbish or other refuse outside of the Premises except in compactor or other receptacles approved by Landlord; (d) will not load or permit the loading or unloading of merchandise, supplies or other property, nor ship nor receive outside the area and entrance designated therefore by Landlord from time to time; will not permit the parking or standing, outside of said area, of trucks, trailers or other vehicles or equipment engaged in such loading or unloading in a manner to interfere with the use of any Common Area or any pedestrian or vehicular use and good shopping center practice; will use its best efforts to complete or caused to be completed all deliveries, loading, unloading and services to the Premises prior to 10:00 a.m. each day; and (e) will comply with all federal, state and local laws, rules, regulations, ordinances, orders, codes and guidelines relating to the Premises and will not use or permit the use of any portion of the Premises for any unlawful purpose.

3.3 Effect on Landlord's Insurance. Tenant shall not do or suffer to be done, or keep or suffer to be kept, anything in, upon or about the Premises which will contravene Landlord's policies insuring against loss or damage by fire or other hazards, or which prevent Landlord from procuring such policies in companies acceptable to Landlord, or which will cause an increase in the insurance rates on any portion of the Shopping Center. If Tenant violates any prohibition provided for in the first sentence of this section, Landlord may, without notice to Tenant, correct the same at Tenant's expense with any such amount to be deemed Additional Rent.

3.4 Americans With Disabilities Act. Tenant and Landlord acknowledge that the Americans with Disabilities Act of 1990 (42 U.S.C. §12101, et seq.) and regulations and guidelines promulgated thereunder, all as amended and supplemented from time to time (collectively the "ADA") and applicable State Accessibility Building Codes (the "Codes") establish requirements for business operations, accessibility and barrier removal, which may or may not apply to the Premises or the Shopping Center depending on, among other things: (1) whether Tenant's business is deemed a "public accommodation" or "commercial facility," (2) whether such requirements are "readily achievable," and (3) whether a given alteration affects a "primary function area" or triggers "path of travel" requirements. The parties agree that: (a) Landlord shall be responsible for ADA Title III and Codes compliance for the Common Areas, except as provided below, (b) Tenant shall be responsible for ADA Title III and Codes compliance for the Premises, including any Improvements or other work to be performed in the Premises under or in connection with this Lease, and (c) Landlord may perform, or require that Tenant perform, at Tenant's expense, "path of travel" requirements triggered by alterations to the Premises. The parties shall each be solely responsible for requirements under Title I of the ADA relating to their respective employees. Tenant may not rely on any written consents or approvals of Landlord for plans and Improvements as compliance with ADA or Codes requirements or guidelines or as a waiver by Landlord of Tenant's obligations hereunder.

3.5 Hazardous Materials Prohibited. Tenant shall at all times keep the Premises free of Hazardous Materials generated by, resulting from or being incident to Tenant's use of the Premises, and neither Tenant nor any of its employees, agents, invitees, licensees, contractors or subtenants (if permitted) shall use, generate, manufacture, refine, treat, process, produce, store, deposit, handle, transport, release, or dispose of Hazardous Materials in, on or about the Premises. Notwithstanding the foregoing, if Landlord consents (to be granted, conditioned, or withheld in Landlord's sole discretion), in advance and in writing, to the use, storage or production of Hazardous Materials, Tenant shall not do so in violation of any federal, state or local laws, rules, regulations, ordinances, orders, codes, and guidelines currently in existence or hereafter enacted or rendered. Tenant shall give Landlord prompt written notice of any claim received by Tenant from any person, entity, or governmental agency that a release or disposal of Hazardous Materials has occurred on the Premises.

3.6 Continuous Operations. Within thirty (30) days after the Commencement Date, and continuing for the Term of this Lease, Tenant shall open to the public for business and continuously operate its business, fully stocked and staffed, in a manner consistent with reputable business standards and practices, during ordinary business hours (at minimum during the hours of 10:00 a.m. through 5:00 p.m., Monday through Saturday) at its sole cost and expense. Tenant shall use only such portions of the Premises for storage and office purposes as are reasonably necessary for the Permitted Use. In no event may storage and office space exceed thirty percent (30%) of the Premises.

3.7 Compliance With Restrictions. Tenant, at its sole cost and expense, shall comply with all restrictive covenants or other title exceptions affecting the Premises to the extent that the same are applicable to the Premises or to the extent that the same would, if not complied with or performed, impair or prevent the continued use, occupancy and operation of the Premises

for the purposes set forth in this Lease. Further, Tenant, at its sole cost and expense, agrees to comply with all rules and regulations promulgated by Landlord from time to time relating generally to the use, occupancy and operation of the Shopping Center, including but not limited to the Common Area by all tenants, occupants, invitees, licensees, and/or customers thereof.

ARTICLE 4 - RENT AND SECURITY DEPOSIT

4.1 Base Rent. Tenant covenants and agrees to pay Landlord annual base rent for the Premises ("Base Rent") for the Initial Term and any Renewal Term. Base Rent for the Initial Year shall be the sum of Twenty-Eight Thousand and No/100 Dollars (\$28,000.00), and shall be adjusted for each succeeding Lease Year as set forth in Section 4.2 below, in the coin or currency of the United States of America, payable in advance in equal monthly installments of Two Thousand Three Hundred Thirty-Three and 33/100 Dollars (\$2,333.33), without deductions and setoffs and without prior demand therefore, on the first day of each calendar month during the Term. Such Base Rent shall commence to accrue and be due and payable on the Commencement Date. The first rental payment date hereunder shall be the first (1st) day of the first full calendar month following the Commencement Date, and shall include, in addition to one (1) full month's Rent, payable in advance, a prorated amount applicable to the period from the Commencement Date to such first rental payment date, if applicable. The prepaid rent set forth in Section 1.1(h) shall be credited to the first rental payment. So long as Tenant shall not be in default of its obligations under this Lease, Base Rent may continue to be paid in advance by Tenant to Landlord in equal monthly installments on the first day of each calendar month. Landlord, at Landlord's discretion, may provide monthly billing statements to Tenant as a courtesy; however, Tenant's failure to receive, or Landlord's decision not to send, such statements shall in no way diminish, waive or otherwise affect Tenant's payment obligations under this Lease.

4.2 Adjustment to Base Rent. On the first day of each succeeding Lease Year after the Initial Year, Tenant's annual Base Rent shall increase by two percent (2%) over the Base Rent for the immediately preceding year; calculated as follows: Base Rent for the previous Lease Year x 1.02 = Base Rent for next Lease Year.

4.3 Reporting. Tenant shall furnish to Landlord, within thirty (30) days after the end of each Lease Year, a complete statement, certified by Tenant (or an authorized officer if Tenant is a corporation), of the amount of Gross Sales made from the Premises during such Lease Year.

4.4 Additional Rent. If Landlord shall make any expenditure for which Tenant is responsible or liable under this Lease, or if Tenant shall become obligated to Landlord under this Lease for any sum other than Base Rent as provided in Section 4.1, including but not limited to Tenant's Operating Expenses, the amount thereof shall be deemed to constitute additional rent ("Additional Rent") and shall be due and payable by Tenant to Landlord, together with all applicable sales taxes thereon, if any, simultaneously with the next succeeding monthly installment of Base Rent or at such other time as may be expressly provided in this Lease for the payment of the same or, if no time is so provided, upon demand.

4.5 Sales Tax. Tenant shall also pay to Landlord, simultaneously with payment of Rent or other sums or amounts due, the amount of any applicable sales, use or excise tax on any such Rent or other sums or amounts so paid by Tenant to Landlord, whether the same be levied, imposed or assessed by the state in which the Premises is located or any other federal, state, county or municipal governmental entity or agency.

4.6 Operating Expenses. Tenant shall pay to Landlord Tenant's pro rata share of all Operating Expenses ("Tenant's Operating Expenses"). Tenant's Operating Expenses shall be determined for each year by multiplying the total Operating Expenses (less contributions made by the major or anchor tenant(s) towards Operating Expenses) by a fraction, the numerator of which is the Leased Area of the Premises and the denominator of which is the square footage of the gross leaseable area of all of Landlord's Buildings, excluding (a) the gross leaseable area of any building constructed on any out parcel(s) and; (b) the gross leaseable area of any major or anchor tenant(s). Landlord may, from time to time, adjust the gross leaseable area of Landlord's Buildings to reflect any expansion or diminution of Landlord's Buildings, by providing written notice of such adjustment to Tenant. Within ten (10) days of the Commencement Date and, thereafter, within thirty (30) days before the commencement of each new Lease Year during the Term, Landlord shall provide Tenant with a statement setting forth a good faith estimate of Tenant's Operating Expenses for the upcoming Lease Year. The estimated amount shall be paid in advance in monthly installments on the first day of each month of the Lease Year along with the Base Rent, and said installment payments shall be considered Additional Rent. The first monthly payment, however, shall include the period from the Commencement Date to the first day of the next following calendar month. Within one hundred twenty (120) days following the close of Landlord's annual accounting period, Landlord shall furnish Tenant a statement of the actual amount of Tenant's Operating Expenses for such period. If the actual amount is less than the total amount paid by Tenant for such period, the excess shall be credited against Tenant's next succeeding payments of estimated monthly Tenant's Operating Expenses. If the actual amount

shall exceed the total amount previously paid by Tenant for such period, Tenant shall pay Landlord (within fifteen (15) days following Tenant's receipt of Landlord's statement) the amount shown thereon.

4.7 Payment of Rent. Each of the foregoing amounts of Rent and other sums shall be paid to Landlord without demand and without deduction, set-off, claim or counterclaim of any nature whatsoever which Tenant may have or allege to have against Landlord and all such payments shall, upon receipt by Landlord, be and remain the sole and absolute property of Landlord. All such Rent and other sums shall be paid to Landlord in legal tender of the United States at the address listed for payment of Rent in Article 22 of this Lease, or to such other party or to such other address as Landlord may designate from time to time by written notice to Tenant. Landlord's acceptance of Rent or other sums after the same shall become due and payable, shall not excuse a subsequent delay or constitute or be construed as a waiver of any of Landlord's rights hereunder.

4.8 Past Due Rent. If Tenant fails to make any payment of Rent or any other sums or amounts to be paid by Tenant hereunder on or before the date such payment is due and payable, Tenant shall pay to Landlord an administrative late charge of ten percent (10%) of the amount of such payment. In addition, such past due payment shall bear interest at the maximum interest rate then allowable under the laws of the State in which the Premises is located, from the date such payment became due to the date of payment thereof by Tenant. Such late charge and interest shall constitute Additional Rent and shall be due and payable with the next installment of Rent due hereunder. If, at any time during the Term, Tenant forwards a check to Landlord for the payment of any Rent, and such check is returned to Landlord for non-sufficient funds or is dishonored for any other reason, then Landlord, at its option, shall have the right to require Tenant to make all future payments of Rent by cashier's check or other form of certified funds.

4.9 No Abatement of Rent; Survival. Unless expressly provided for in this Lease, no abatement, diminution or reduction (a) of Rent, or (b) of Tenant's other obligations hereunder shall be allowed to Tenant or any person claiming under Tenant, under any circumstances or for any reason whatsoever. Any obligation to pay Rent which is incurred prior to or in connection with the expiration or earlier termination of this Lease, shall survive such expiration or termination and shall be payable upon demand.

4.10 Application of Payments. Landlord shall apply any payments received from Tenant in the following order:

- (a) First, toward any Additional Rent outstanding;
- (b) Second, toward any past due Base Rent; and
- (c) Third, toward the payment of any Base Rent.

Nothing contained herein shall require Landlord to accept any tender of payment from Tenant for less than the full amount due under this Lease, including any and all late charges, interest and attorneys' fees that may then be due from Tenant in accordance with the express terms of this Lease. Landlord may elect to accept less than the full amount then due from Tenant; however, no payment by Tenant or receipt by Landlord of such lesser amount shall be deemed to be other than payment on account, and no restrictive endorsement or statement on any check or payment shall be deemed to alter the express provisions of this Lease, nor constitute an accord and satisfaction.

4.11 Security Deposit. As security for the performance of all of the terms and conditions of this Lease to be performed by Tenant, Tenant has deposited with Landlord a security deposit in the amount of Three Thousand and No/100 Dollars (\$3,000.00). The full amount of the security deposit shall be returned to Tenant, without interest, within thirty (30) days after the expiration or termination of this Lease, provided Tenant is not in default hereunder and has fully and faithfully performed all of Tenant's obligations hereunder, including, but not limited to, the payment of Rent. Landlord shall have the right, but not the obligation, to apply any part of the security deposit to past due Rent, or any other obligation of Tenant, however, Landlord's election to do so will not constitute a remedy for default. In the event Landlord applies any portion of the security deposit to such Rent due from Tenant, Tenant shall, within five (5) days of receipt of notice from Landlord, replenish and restore the security deposit to the amount set forth above. In the event Landlord sells, transfers or assigns its interest in the Premises, Landlord shall have the right to transfer the security deposit to such buyer, transferee or assignee, and Landlord shall be released from all liability for the return of the security deposit to Tenant, and Tenant agrees to look solely to such buyer, transferee or assignee.

ARTICLE 5 - TAXES AND ASSESSMENTS

Tenant shall be liable for and shall pay directly all taxes (other than Taxes), assessments and other governmental impositions and charges of every kind and nature whatsoever in connection with the use or occupancy of the Premises, on or

before the date such taxes, assessments, or other governmental impositions or charges become due. Upon the reasonable request of Landlord, Tenant shall provide Landlord with evidence that such taxes, assessments and other governmental impositions have been paid.

ARTICLE 6 - UTILITIES

6.1 Tenant's Obligations. Tenant shall be liable for and shall pay directly all charges and fees (together with any applicable taxes or assessments thereon) when due for water, gas, electricity, air conditioning, heat, septic, sewer, refuse collection, telephone and any other utility charges or similar items in connection with the use or occupancy of the Premises. Landlord shall not be responsible or liable in any way whatsoever for the quality, quantity, impairment, interruption, stoppage, or other interference with any utility service, including, without limitation, water, air conditioning, heat, gas, electric current for light and power, telephone, or any other utility service provided to or serving the Premises. No such interruption, termination or cessation of utility services shall relieve Tenant of its duties and obligations pursuant to this Lease, including, without limitation, its obligation to pay all Rent as and when the same shall be due hereunder.

6.2 Use; Deregulation In the event any deregulation of utilities results in the availability of more than one source for any type of utility serving the Shopping Center or the Premises (each such source a "Utility Provider"), Tenant agrees to use the Utility Providers chosen by Landlord, at Landlord's sole discretion. If Tenant requires any type of utility not currently serving the Shopping Center or the Premises, Tenant shall provide notice of such requirement to Landlord and Landlord, at Landlord's sole discretion, shall approve a Utility Provider for such utility and shall determine the location(s) for installation of transmission lines, wiring, piping, equipment or other infrastructure for such utility. Tenant shall be solely responsible for any fees and costs associated with such installation and utility service. In the event any current or future federal or state law invalidates this requirement that Tenant use the Utility Providers selected by Landlord, and allows Tenant to choose its own Utility Provider, Tenant hereby acknowledges and agrees that any transmission lines, wiring, piping, equipment or other infrastructure required to deliver such utilities to the Premises by a Utility Provider selected by Tenant must: (i) be constructed in a manner, and located in areas, approved by Landlord; (ii) conform to Landlord's design and architectural requirements for the Shopping Center; and (iii) to the extent possible, follow along or through existing conduits and infrastructure located at the Shopping Center. Tenant shall be solely responsible for any and all fees and costs associated with such installation and utility service.

ARTICLE 7 - AGREEMENTS, FEES, ETC.

Tenant, at Tenant's sole cost and expense, shall keep and maintain in full force all franchise agreements, license agreements, equipment leases and other contracts or agreements involving or relating to the operation of the Premises for its Permitted Use.

ARTICLE 8 - INSURANCE

8.1 Insurance by Tenant. Tenant shall, at its sole cost and expense, maintain in full force and effect the following types and amounts of insurance coverage:

(a) **Property Insurance.** A policy of insurance upon the Improvements and Personalty against loss or damage by hazard insured either under the broadest possible "all-risk" or "Special Form" policy, but at least as broad as ISO CP 1030, including collapse, vandalism, boiler and machinery, plate glass, signage, doors and windows, and sprinkler leakage, in an amount equal to one hundred percent (100%) of the full replacement cost thereof.

(b) **Liability Insurance.** An occurrence form commercial general liability policy of insurance providing coverage against liability for personal and bodily injury, death and property damage having limits of not less than THREE MILLION AND NO/100 DOLLARS (\$3,000,000.00) per occurrence and THREE MILLION AND NO/100 DOLLARS (\$3,000,000.00) in the aggregate. Such insurance shall cover at least the following hazards: (1) premises, operations, conduct, assumed liabilities, and use or occupancy of the Premises or other part of the Shopping Center, including but not limited to any so-called "sidewalk sales" or other conduct of Tenant's business in the Common Area; (2) products and completed operations; (3) independent contractors; (4) blanket contractual liability for all written and oral contracts; (5) automobiles; and (6) contractual liability covering the indemnities contained in Article 18 hereof to the extent the same is available. Such insurance, and any and all other liability insurance maintained by Tenant in excess of or in addition to that required hereunder, shall name Landlord as an additional insured.

(c) **Worker's Compensation Insurance.** Workers' compensation insurance, in a form prescribed by the laws of the State in which the Premises is located, and employers' liability insurance.

(d) **Builder's Risk Insurance.** Builders' risk insurance in accordance with the requirements of this Article, but only prior to the commencement of and during the construction of any permitted rehabilitation, replacement, reconstruction, restoration, renovation or alteration to the Premises.

(e) **Other Insurance.** Such other insurance for such risks and in such amounts as may from time to time be commonly insured against in the case of business operations similar to those contemplated by this Lease to be conducted by Tenant on the Premises.

8.2 Carriers and Features. All insurance policies required to be carried by Tenant as provided in this Article shall be issued by insurance companies approved by Landlord authorized and licensed to do business in the State in which the Premises is located. The insurance companies must have (as determined by Landlord at its discretion): (i) an investment grade rating for claims paying ability assigned by a credit rating agency approved by Landlord and (ii) a general policy rating of A or better and a financial class of VIII or better by A.M. Best Company, Inc. All such policies shall be for periods of not less than one year and Tenant shall renew the same at least thirty (30) days prior to the expiration thereof. With respect to the property insurance to be maintained by Tenant hereunder, Landlord and any lender of Landlord shall be named as "insureds as their interests may appear" thereon, and with respect to the liability insurance to be maintained by Tenant hereunder, Landlord and any lender of Landlord shall be named as "additional insureds" by endorsement satisfactory in form and substance to Landlord. Further, Tenant's liability insurance policies will be endorsed as needed to provide for cross-liability coverage for Tenant, Landlord, and any lender of Landlord and will provide for severability of interests. All such policies shall require not less than thirty (30) days written notice to Landlord prior to any cancellation thereof or any change reducing coverage thereunder. In addition to the foregoing, all policies of insurance required in Section 8.1 shall contain clauses or endorsements to the effect that (a) no act, omission or negligence of Tenant, or anyone acting for Tenant, or failure to comply with the provisions of any policy which might otherwise result in a forfeiture of the insurance or any part thereof, shall in any way affect the validity or enforceability of the insurance insofar as Landlord is concerned, and (b) Landlord shall not be liable for any insurance premiums thereon or subject to any assessments thereunder. Tenant shall pay the premiums for all insurance policies which Tenant is obligated to carry under this Article and, at least thirty (30) days prior to the date any such insurance must be in effect, deliver to Landlord a copy of the policy or policies, or a certificate or certificates thereof (on ACORD 27 forms or equivalent), along with evidence that the premiums therefor have been paid for at least the next ensuing quarter-annual period.

8.3 Failure to Procure and Maintain Insurance. In the event Tenant shall fail to procure insurance and deliver the certificate(s) thereof to Landlord as required under this Article. Tenant shall not be allowed to take possession of the Premises until such insurance has been procured and the certificate(s) have been delivered to Landlord; however, any refusal by Landlord to deliver possession of the Premises pursuant to this Article shall not affect the Commencement Date and Rent shall accrue as of such date. In the event Tenant fails to maintain the insurance policies required pursuant to this Article continuously in full force and effect, Landlord shall be entitled, but not obligated, to procure the same and Tenant shall immediately reimburse Landlord for such premium expense as Additional Rent.

8.4 Waiver of Subrogation. Landlord and Tenant hereby mutually waive all rights and claims against each other for all losses covered by their respective insurance policies, and waive all rights of subrogation of their respective insurers. Landlord and Tenant hereby agree that their respective insurance policies are now, or shall be prior to the Commencement Date, endorsed so that such waivers of subrogation shall not affect their respective rights to recover thereunder.

8.5 Increase of Premiums. If, by reason of Tenant's use or occupation of the Premises or the keeping or maintenance of the Improvements or Personalty, the insurance rate to Landlord for the Premises or the Shopping Center shall increase, then Tenant shall be responsible for paying the increased cost, and such payment shall be considered Additional Rent and be due and payable upon demand by Landlord. Tenant shall not use, or permit the use of, the Premises in any manner that would violate any requirement of any policy of insurance held by Landlord.

ARTICLE 9 - DAMAGE OR DESTRUCTION

9.1 Restoration and Repair by Landlord. If the Premises shall be destroyed or damaged in whole or in part by fire, windstorm, or any other cause whatsoever, then, except to the extent Tenant is obligated to perform such restorations or repairs, pursuant to Section 9.2 hereof, Landlord shall promptly undertake to repair, reconstruct, or replace the Premises or the portion thereof so destroyed or damaged (whichever is reasonably required), subject to Landlord's ability to obtain the necessary

permits and approvals, to a substantially similar condition as existed prior to such damage. All such work shall be started as soon as practicable; provided, however, Landlord shall have such time as it deems necessary to adjust such loss with its insurer and for any delays in such work resulting from causes beyond the reasonable control of Landlord. In the event the Premises or a portion thereof is rendered untenantable as a result of any such cause, Base Rent shall abate in proportion to the usable floor area of the Premises rendered untenantable from the date of the occurrence until the date restoration is substantially complete. Notwithstanding the foregoing, if such damage or destruction shall occur during the last two (2) years of the then current Initial Term or any duly exercised Renewal Term, or the cost of repair and restoration exceeds more than one-third (1/3) of the replacement value of the Premises, as certified by a reputable, registered architect reasonably acceptable to Landlord, Landlord shall have the right to terminate this Lease upon written notice to Tenant given within sixty (60) days after such occurrence. Notwithstanding the foregoing, if the damage or destruction is due, in whole or in part to the negligence, recklessness, or willful misconduct of Tenant, its agents, employees, or contractors, then Tenant shall have no right to an abatement of Rent, and any and all work performed by Landlord to repair or reconstruct the Premises shall be at Tenant's sole cost and expense, which cost and expense shall constitute Additional Rent payable pursuant to the terms and conditions of this Lease.

9.2 Restoration and Repair by Tenant. If the Improvements and/or Personalty shall be destroyed or damaged in whole or in part by fire, windstorm or any other cause whatsoever, Tenant shall give Landlord immediate notice thereof and shall repair, reconstruct or replace the Improvements and/or Personalty, or the portion thereof so destroyed or damaged (whichever is reasonably required), at least to the extent of the value and character thereof existing immediately prior to such occurrence. Prior to commencement of any such restoration or repairs, Tenant shall submit to Landlord for approval, two sets of restoration plans that have been signed and sealed by the architect or engineer of record. All work, including design and engineering, and physical repair, reconstruction or replacement of the Premise, shall be started as soon as practicable, but no later than 60 days after such occurrence, and completed, at Tenant's sole cost and expense, within 120 days after Tenant's commencement of repairs. Tenant shall, however, immediately take such action as is necessary to assure that the Premises (or any portion thereof) does not constitute a nuisance or otherwise present a health or safety hazard. Tenant shall have no right to an abatement of Rent for any damage to Improvements and/or Personalty.

9.3 Uninsured Losses. Nothing contained herein shall relieve Tenant of its obligations under this Article if the destruction or damage is not covered, either in whole or in part, by insurance.

ARTICLE 10 - ADDITIONS, ALTERATIONS AND REMOVALS

No portion of the Premises shall be demolished, removed or altered by Tenant in any manner whatsoever without the prior written consent and approval of Landlord, which may be withheld or conditioned by Landlord in its sole and absolute discretion.

ARTICLE 11 - MAINTENANCE AND REPAIRS

11.1 Tenant's Obligations. Tenant shall be responsible, at Tenant's sole cost and expense, for installing, repairing, replacing, and maintaining the Improvements and all Personalty, and keeping the same installed, repaired, replaced, and maintained in a first class, clean, safe, sanitary and healthy condition and as otherwise may be provided in this Lease. In addition, and without limiting the foregoing, Tenant, at its expense, shall maintain and promptly make any and all necessary repairs to or replacement of: (i) that portion of any pipes, lines, ducts, wires or conduits contained within and serving solely the Premises; (ii) the store front, including all windows, doors, glass, window frames and door frames, that are contained in or about the Premises; (iii) Tenant's signage; (iv) the floors and floor coverings, doors, windows, walls, partitions, and ceilings in the Premises; (v) heating, ventilating, air conditioning, electrical and plumbing equipment and fixtures serving solely the Premises; and (vi) any part of the Premises or the Shopping Center when repairs thereto are necessitated by any act or omission (negligent or otherwise) of Tenant, its agents, contractors, employees or invitees, or by the failure of Tenant to perform any of its obligations under this Lease. Tenant, at its expense, shall install and maintain fire extinguishers and other fire protection devices as may be required from time to time by any agency having jurisdiction over the Premises or the underwriters insuring the Premises and/or Landlord's Buildings. Tenant, at Tenant's sole cost and expense, agrees to enter into and keep in effect a standard maintenance agreement covering the heating, ventilation and air conditioning systems with a company acceptable to Landlord, and upon request to furnish a copy of such agreement to Landlord. Tenant shall also maintain, at its sole cost and expense, a pest extermination service for the Premises. In addition, Tenant shall be responsible for the daily cleaning of the sidewalk and surrounding areas in the immediate vicinity of the Premises, including Tenant's rubbish, plastic, paper products and food debris. If Tenant shall fail to perform any of its obligations hereunder, Landlord shall have the right, but not the obligation, upon thirty (30) days written notice to Tenant (except in the event of an emergency, in which event no notice shall

be required), to cure such failure for the account of and at the expense of Tenant. Tenant agrees to promptly repay Landlord as Additional Rent all sums paid by Landlord pursuant to the foregoing sentence.

11.2 Landlord's Obligation. Landlord, at Landlord's cost and expense, shall maintain the exterior surfaces, the roof, and structural elements of the Premises, except those maintenance obligations which are Operating Expenses pursuant to Section 1.2; provided, however, if any such maintenance is required by reason of (a) Tenant's use and/or occupancy of the Premises, (b) the negligence of Tenant, its agents, servants, employees, and/or invitees, or (c) alteration made by Tenant, then, in any such event, such maintenance shall be performed by Landlord, at Tenant's sole cost and expense, which cost and expense shall be reimbursed by Tenant to Landlord upon demand and same constituting Additional Rent.

ARTICLE 12 - LANDLORD'S RIGHT TO INSPECT

Landlord and its agents shall have the right, but not the obligation, to enter upon the Premises or any portion thereof at any reasonable time to inspect the operation, sanitation, safety, maintenance and use of the same, or any portions of the same and to assure itself that Tenant is in full compliance with its obligations under this Lease (but Landlord shall not thereby assume any responsibility for the performance of any of Tenant's obligations hereunder, nor any liability arising from the improper performance thereof). In making any such inspections, Landlord shall not unduly interrupt or interfere with the conduct of Tenant's business. At any time within six (6) months immediately preceding the expiration of the Term, Landlord may affix to any suitable part of the Premises a notice for the rental or sale of the Premises and cause said notice to remain affixed to the Premises without hindrance or molestation.

ARTICLE 13- ASSIGNMENT, TRANSFER AND SUBLETTING BY TENANT

13.1 Transfers Prohibited Without Consent. Tenant shall not, without the prior written consent of Landlord, which consent may be withheld at Landlord's sole discretion, sell, assign, sublease or otherwise transfer the Premises or Tenant's interest in this Lease, in whole or in part, or grant or permit any lien or encumbrance on or security interest in Tenant's interest in this Lease. Any written consent given by Landlord shall not relieve Tenant, or any subtenant, assignee or transferee, from the obligation to obtain Landlord's consent prior to any future sale, assignment or transfer. Landlord's acceptance of rent from a subtenant, assignee or transferee of Tenant shall not constitute consent to such sublease, assignment or transfer by Landlord. Any assignee, subtenant or transferee approved by Landlord shall expressly assume this Lease by an agreement in recordable form, an original executed counterpart of which shall be delivered to Landlord prior to any assignment of the Lease. Any sale, assignment, transfer, sublease or encumbrance in violation of this Article shall be voidable at Landlord's option.

13.2 Indirect Transfer Prohibited Without Consent. A sale, assignment, transfer, exchange or other disposition of the stock of Tenant or any general partner interest in Tenant which results in a change or transfer of management or control of Tenant, or a merger, consolidation or other combination of Tenant with another entity which results in a change or transfer of management or control of Tenant, shall be deemed an assignment hereunder.

13.3 Adequate Assurances. Without limiting any of the foregoing provisions of this Article, if, pursuant to the U.S. Bankruptcy Code, as the same may be amended from time to time, Tenant is permitted to assign or otherwise transfer its rights and obligations under this Lease in disregard of the restrictions contained in this Article, the assignee agrees to provide adequate assurance to Landlord (a) of the continued use of the Premises solely in accordance with the Permitted Use thereof, (b) of the continuous operation of the business in the Premises in strict accordance with the requirements of Article 3 hereof, and (c) of such other matters as Landlord may reasonably require at the time of such assumption or assignment. Such assignee shall expressly assume this Lease by an agreement in recordable form, an original counterpart of which shall be delivered to Landlord prior to an assignment of the Lease.

13.4 Effect of Consent. Unless expressly agreed by Landlord in writing to the contrary, Landlord's consent to any assignment of this Lease shall not operate to release any Tenant-assignor from its obligations hereunder, with respect to which said Tenant-assignor shall remain personally liable.

13.5 Administrative Review Fee; Document Preparation Fee. In each instance, Tenant shall pay Landlord a fee of One Thousand Five Hundred and no/100 Dollars (\$1,500.00) to cover Landlord's administrative costs and legal expenses incurred by Landlord for review of documents relating to any proposed sale, assignment, transfer, or sublease by Tenant of the Premises or its interest in this Lease. In addition to the administrative review fee, Tenant agrees to pay Landlord's legal fees for any documents that Landlord is required to prepare, or that Landlord deems necessary, relating to any such proposed sale,

assignment, transfer, or sublease. Tenant hereby acknowledges and agrees that the acceptance of such fees by Landlord shall not constitute consent to the proposed sale, assignment, transfer, or sublease.

13.6 Excess Rent. In the event Tenant shall sell, assign, transfer, or sublet the Premises or its interest in this Lease for an amount in excess of the Base Rent stipulated herein, such excess rent shall be deemed to be Additional Rent due and owing Landlord and be payable in accordance with the terms and conditions of this Lease.

ARTICLE 14 - LANDLORD'S INTEREST NOT SUBJECT TO LIENS

14.1 Liens, Generally. Tenant shall not create or cause to be imposed, claimed or filed upon the Premises, or any portion thereof, or upon the interest of Landlord therein, any lien, charge or encumbrance whatsoever. If, because of any act or omission of Tenant, any such lien, charge or encumbrance shall be imposed, claimed or filed, Tenant shall, at its sole cost and expense, and within thirty (30) days from the date of such imposition, claim or filing, cause the same to be fully paid and satisfied or otherwise discharged of record (by bonding or otherwise) and Tenant shall indemnify and save and hold Landlord harmless from and against any and all costs, liabilities, suits, penalties, claims and demands whatsoever, and from and against any and all attorneys' fees, at both trial and all appellate levels, resulting or on account thereof and therefrom. In the event that Tenant shall fail to comply with the foregoing provisions of this Section, Landlord shall have the option of paying, satisfying or otherwise discharging (by bonding or otherwise) such lien, charge or encumbrance and Tenant agrees to reimburse Landlord, upon demand and as Additional Rent, for all sums so paid and for all costs and expenses incurred by Landlord in connection therewith, together with interest thereon, until paid.

14.2 Construction Liens. Landlord's interest in the Premises shall not be subjected to liens of any nature by reason of Tenant's construction, alteration, renovation, repair, restoration, replacement or reconstruction of any Improvements or Personalty, or by reason of any other act or omission of Tenant (or of any person claiming by, through or under Tenant) including, but not limited to, construction liens. All persons dealing with Tenant are hereby placed on notice that such persons shall not look to Landlord or to Landlord's credit or assets (including Landlord's interest in the Premises) for payment or satisfaction of any obligations incurred in connection with the construction, alteration, renovation, repair, restoration, replacement or reconstruction thereof by or on behalf of Tenant. Tenant has no power, right or authority to subject Landlord's interest in the Premises to any construction lien or claim of lien. If a lien, a claim of lien or an order for the payment of money shall be imposed against the Premises Tenant shall, within thirty (30) days after written notice of such lien, claim or order, pay the obligation secured thereby or remove the lien by bond or by any other method prescribed or permitted by law, and deliver to Landlord a written instrument of release in recordable form. Tenant's contractors, if any, shall be required to waive all lien rights against Landlord's interest in the Shopping Center.

ARTICLE 15 - CONDEMNATION

15.1 All of Premises Taken. If the whole of the Premises shall be taken by any right of eminent domain or conveyance in lieu thereof (each being hereinafter referred to as "condemnation"), this Lease shall terminate as of the day of possession by the condemning authority. Tenant shall pay Rent and perform all of its other obligations under this Lease up to that date with a proportionate refund by Landlord of any Rent that may have been paid in advance for any period subsequent to such date of possession.

15.2 Less Than All of Premises Taken. If less than all but more than twenty percent (20%) of the Premises is taken by condemnation or if the remainder of the Premises is not one undivided parcel of property, then in either event Landlord or Tenant shall have the right to terminate this Lease upon written notice to the other party within ninety (90) days after possession is taken by such condemnation. If either party elects to so terminate this Lease, it shall terminate as of the day the condemning authority takes possession, and Tenant shall pay Rent and perform all of its obligations hereunder up to that date. If neither party elects to so terminate, this Lease will terminate only as to that portion of the Premises taken, on the day the condemning authority takes possession, and thereafter the Base Rent shall be reduced in proportion to the amount of the Premises taken. Landlord, at Landlord's expense, shall restore the Premises on the remaining land to a complete unit of like quality and character as existed before the taking; provided, Landlord shall not be required to expend more on such restoration than the condemnation award received by Landlord (less all expenses, costs, legal fees and court costs incurred by Landlord in connection with such award).

If less than twenty percent (20%) of the Premises is taken by condemnation, the Term shall cease only as to the part so taken as of the day the condemning authority takes possession and Tenant shall pay Rent up to that day, with an appropriate refund by Landlord of such Rent as may have been paid in advance for a period subsequent to the date of the taking, and thereafter the

Base Rent shall be reduced in proportion to the amount of the Premises taken. Landlord, at Landlord's expense, shall restore the Premises on the remaining land to a complete unit of like quality and character as existed before the taking; provided, Landlord shall not be required to expend more on such restoration than the condemnation award received by Landlord (less all expenses, costs, legal fees and court costs incurred by Landlord in connection with such award).

15.3 Shopping Center Taken. If any part of the Shopping Center is taken by condemnation so as to render, in Landlord's sole judgment, the remainder unsuitable for use as a retail shopping center, Landlord may terminate this Lease by written notice to Tenant at any time prior to the date that is one hundred twenty (120) days after the condemning authority takes possession. If Landlord elects to terminate this Lease pursuant to this Section 15.3, the termination shall be effective as of the date that is thirty days after Tenant receives Landlord's notice. Tenant shall pay Rent and perform all of its obligations hereunder up to the date of termination, with a proportionate refund by Landlord for any payments of Rent made in advance by Tenant for a period subsequent to the termination.

15.4 Ownership of Award. Landlord shall be entitled to the entire award for the Premises or the portion or portions thereof so taken, and Tenant shall be entitled only to make a separate claim to the condemning authority for Improvements and/or Personalty supplied by Tenant; provided, however, (i) no such claim in any way reduces or alters the award otherwise payable to Landlord hereunder; and (ii) Tenant shall have no right or claim to any portion of any award paid or payable to Landlord.

ARTICLE 16 - SUBORDINATION, ATTORNMENT AND ESTOPPEL CERTIFICATE

16.1 Subordination. Tenant's rights under this Lease are subordinate, and subject, to: (i) all present and future ground or underlying leases affecting all or any part of the Shopping Center; and (ii) any easement, license, mortgage, deed of trust or other security instrument now or hereafter affecting the Shopping Center. Tenant's subordination provided in this Section 16.1 is self-operative and no further instrument of subordination is required.

16.2 Attornment. Tenant shall, in the event any proceedings are brought for the foreclosure of, or in the event of exercise of the power of sale under any mortgage made by Landlord covering the Premises, attorn to the purchaser upon any such foreclosure or sale and recognize such purchaser as Landlord under this Lease.

16.3 Estoppel Certificate. Tenant shall certify, within five (5) days from receipt of Landlord's written notice, and without charge or cost to Landlord, by written instrument, which written instrument Tenant shall duly execute and deliver to Landlord or any other person designated by Landlord: (i) that this Lease is unmodified and in full force and effect (or if modified, stating the modification and that this Lease is in full force and effect as modified); (ii) the dates, if any, to which Rent has been paid; (iii) whether Landlord has failed to perform any covenant, term or condition under this Lease, and the nature of such failure, if any; and (iv) such other relevant information as Landlord may request.

ARTICLE 17 - END OF TERM

17.1 Surrender of Premises. Tenant shall, on or before the last day of the Term or upon the sooner termination thereof, peaceably and quietly surrender and deliver to Landlord the Premises in good order, condition and repair, reasonable wear and tear excepted, and free and clear of all liens and encumbrances.

17.2 Holding Over. If Tenant or any other person or party shall remain in possession of the Premises or any part thereof following the expiration of the Term or earlier termination of this Lease without an agreement in writing between Landlord and Tenant with respect thereto, the person or party remaining in possession shall be deemed to be a tenant at sufferance, and during any such holdover, the Rent payable under this Lease by such tenant at sufferance shall be double the rate or rates in effect immediately prior to the expiration of the Term or earlier termination of this Lease. Additionally, Tenant shall be liable to Landlord for all of Landlord's consequential damages resulting directly or indirectly from Tenant's failure to surrender the Premises to Landlord in accordance with the terms of this Lease. In no event, however, shall such holding over be deemed or construed to be or constitute a renewal or extension of this Lease.

ARTICLE 18 - LIABILITY OF LANDLORD; INDEMNIFICATION

18.1 Liability of Landlord. Landlord shall not be liable to Tenant, its employees, agents, business invitees, licensees, customers, clients, family members or guests for any damage, injury, loss, compensation or claim, including, but not limited to, claims for the interruption of or loss to Tenant's business, based on, arising out of or resulting from any cause whatsoever,

including, but not limited to: (a) repairs to any portion of the Premises; (b) interruption in Tenant's use of the Premises; (c) any accident or damage resulting from the use or operation (by Landlord, Tenant or any other person or persons) of any equipment within the Premises, including without limitation, heating, cooling, electrical or plumbing equipment or apparatus; (d) the termination of this Lease by reason of the condemnation or destruction of the Premises in accordance with the provisions of this Lease; (e) any fire, robbery, theft, mysterious disappearance or other casualty; (f) the actions of any other person or persons; and (g) any leakage or seepage in or from any part or portion of the Premises, whether from water, rain or other precipitation that may leak into, or flow from, any part of the Premises, or from drains, pipes or plumbing fixtures in the Improvements. Any Personalty or personal effects stored or placed by the Tenant or its employees in or about the Premises shall be at the sole risk of the Tenant.

18.2 Indemnification of Landlord. Tenant shall defend, indemnify and save and hold Landlord harmless from and against any and all liabilities, obligations, losses, damages, injunctions, suits, actions, fines, penalties, claims, demands, costs and expenses of every kind or nature, including reasonable attorneys' fees and court costs, incurred by Landlord, arising directly or indirectly from or out of: (a) any failure by Tenant to perform any of the terms or conditions of this Lease on Tenant's part to be performed; (b) any accident, injury or damage which shall happen at, in or upon the Premises, however occurring; (c) any matter or thing growing out of the condition, occupation, use, or operation by any person of the Premises, or any part thereof, or the operation of the business contemplated by this Lease to be conducted thereon, thereat, therein, or therefrom, including but not limited to any so-called "sidewalk sales" or any use of Common Area by Tenant; (d) any failure of Tenant to comply with any laws, ordinances, requirements, orders, directions, rules or regulations of any governmental authority; (e) any contamination of the Premises, or the groundwaters thereof, arising on or after the date Tenant takes possession of the Premises and occasioned by the use, transportation, storage, spillage or discharge thereon, therein or therefrom of any Hazardous Materials, whether by Tenant or by any agent or invitee of Tenant; (f) any discharge of Hazardous Materials from the Premises into any septic facility or sanitary sewer system serving the Premises arising on or after the date Tenant takes possession of the Premises, whether by Tenant or by any agent of Tenant; or (g) any other act or omission of Tenant, its employees, agents, invitees, customers, licensees or contractors. Tenant's indemnity obligations under this Article and elsewhere in this Lease arising prior to the expiration, or earlier termination, or assignment of this Lease shall survive any such expiration, termination or assignment.

18.3 Notice of Claim or Suit. Tenant shall promptly notify Landlord of any claim, action, proceeding or suit instituted or threatened against Tenant or Landlord of which Tenant receives notice or of which Tenant acquires knowledge. In the event Landlord is made a party to any action for damages or other relief against which Tenant has indemnified Landlord, as aforesaid, Tenant shall defend Landlord, pay all costs and shall provide effective counsel to Landlord in such litigation or, at Landlord's option, shall pay all attorneys' fees and costs incurred by Landlord in connection with its own defense or settlement of said litigation.

18.4 Limitation on Liability of Landlord. In the event Tenant is awarded a money judgment against Landlord, Tenant's sole recourse for satisfaction of such judgment shall be limited to execution against the Premises. In no event shall any stockholder or shareholder of Landlord be personally liable for the obligations of Landlord hereunder.

ARTICLE 19 - DEFAULT

19.1 Events of Default. Each of the following events shall be an Event of Default hereunder by Tenant and shall constitute a breach of this Lease:

- (a) If Tenant shall fail to pay, when due, any Rent, or portion thereof, or any other sum due to Landlord from Tenant hereunder, and such failure shall continue for a period of three (3) days after the due date thereof.
- (b) If Tenant shall violate or fail to comply with or perform any other term or condition to be performed or observed by Tenant under this Lease, and such violation or failure shall continue for a period of thirty (30) days after written notice thereof from Landlord; provided, however, if Landlord has provided notice to Tenant under this Subsection (b) twice during any twelve (12) month period, Landlord may declare Tenant in default for any subsequent violation or failure to comply with or perform any such term or condition without notice.
- (c) If any assignment, transfer, sublease, merger or encumbrance shall be made or deemed to be made that is in violation of the terms and conditions of this Lease.

(d) If Tenant shall fail to open for business as provided in Section 3.6, or shall cease the actual and continuous operation of the business contemplated by this Lease to be conducted by Tenant upon the Premises; or if Tenant shall vacate, desert or abandon the Premises; or if the Premises shall become empty and unoccupied. Tenant shall be deemed to have abandoned the Premises or ceased to continuously operate its business in violation of this Lease if Tenant fails to open and continuously operate its business in accordance with Section 3.6 of this Lease for more than fourteen (14) consecutive days, including weekends and holidays.

(e) If, at any time, Tenant shall file in any court, pursuant to any statute of either the United States or of any State, a petition in bankruptcy or insolvency, or for reorganization or arrangement, or for the appointment of a receiver or trustee of all or any portion of Tenant's property, including, without limitation, its leasehold interest in the Premises, or if Tenant shall make an assignment for the benefit of its creditors or petitions for or enters into an arrangement with its creditors.

(f) If, at any time, there shall be filed against Tenant in any courts pursuant to any statute of the United States or of any State, a petition in bankruptcy or insolvency, or for reorganization, or for the appointment of a receiver or trustee of all or a portion of Tenant's property, including, without limitation, its leasehold interest in the Premises, and any such proceeding against Tenant shall not be dismissed within ten (10) days following the commencement thereof.

(g) If Tenant's interest in the Premises, Improvements, or Personalty shall be seized under any levy, execution, attachment or other process of court where the same shall not be vacated or stayed on appeal or otherwise within thirty (30) days thereafter, or if Tenant's leasehold interest in the Premises, Improvements, or Personalty is sold by judicial sale and such sale is not vacated, set aside or stayed on appeal or otherwise within thirty (30) days thereafter.

(h) If Tenant or any agent of Tenant falsifies any report or misrepresents any information required to be furnished to Landlord pursuant to this Lease.

(i) The death of Tenant or any guarantor of Tenant's obligations hereunder; or the commencement of steps or proceedings toward the dissolution, winding up, or other termination of the existence of Tenant or of any guarantor of Tenant's obligations hereunder, or toward the liquidation of any of their respective assets.

(j) The occurrence of any other event described as a default elsewhere in this Lease, or any addendum or amendment hereto, regardless of whether such event is defined as an "Event of Default."

19.2 Remedies on Default. If any of the Events of Default hereinabove specified shall occur, Landlord, at any time thereafter, shall have and may exercise any of the following rights and remedies:

(a) Landlord may, pursuant to written notice thereof to Tenant, immediately terminate this Lease and, peaceably or pursuant to summary dispossession proceedings or other appropriate legal proceedings, re-enter, retake and resume possession of the Premises for Landlord's own account without being liable for any damages therefor, and, for Tenant's breach of and default under this Lease, recover immediately from Tenant any and all Rent due or in existence at the time of such termination, including, without limitation, (i) all Rent and other sums, charges, payments, costs and expenses agreed and/or required to be paid by Tenant to Landlord hereunder, (ii) all costs and expenses of Landlord in connection with the recovery of possession of the Premises, including reasonable attorneys' fees and court costs, and (iii) all costs and expenses of Landlord in connection with any reletting or attempted reletting of the Premises or any part or parts thereof, including, without limitation, brokerage fees, attorneys' fees and the cost of any alterations or repairs which may be reasonably required to so relet the Premises, or any part or parts thereof.

(b) Landlord may, pursuant to any prior notice required by law, and without terminating this Lease, peaceably or pursuant to appropriate legal proceedings, re-enter, retake and resume possession of the Premises for the account of Tenant, make such alterations of and repairs to the Premises as may be reasonably necessary in order to relet the same or any part or parts thereof and relet or attempt to relet the Premises or any part or parts thereof for such term or terms (which may be for a term or terms extending beyond the Term), at such rents and upon such other terms and conditions as Landlord, in its sole, but reasonable, discretion, may deem advisable. If Landlord relets or attempts to relet the Premises, Landlord shall at its sole discretion determine the terms and conditions of any new lease or sublease and whether or not a particular proposed new tenant or sublessee is acceptable to Landlord. Upon any such reletting, all rents received by the Landlord from such reletting shall be applied, (i) first, to the payment of all costs and expenses of recovering possession of the Premises, (ii) second, to the payment of any costs and expenses of such reletting,

including brokerage fees, attorneys' fees and the cost of any alterations and repairs reasonably required for such reletting; (iii) third, to the payment of any indebtedness, other than Rent, due hereunder from Tenant to the Landlord, (iv) fourth, to the payment of all Rent and other sums due and unpaid hereunder, and (v) fifth, the residue, if any, shall be held by the Landlord and applied in payment of future Rents as the same may become due and payable hereunder. If the rents received from such reletting during any period shall be less than that required to be paid during that period by the Tenant hereunder, Tenant shall promptly pay any such deficiency to the Landlord and failing the prompt payment thereof by Tenant to Landlord, Landlord shall immediately be entitled to institute legal proceedings for the recovery and collection of the same. Such deficiency shall be calculated and paid at the time each payment of Rent shall otherwise become due under this Lease, or, at the option of Landlord, at the end of the Term. Landlord shall, in addition, be immediately entitled to sue for and otherwise recover from Tenant any other damages occasioned by or resulting from any abandonment of the Premises or other breach of or default under this Lease other than a default in the payment of Rent. No such re-entry, retaking or resumption of possession of the Premises by the Landlord for the account of Tenant shall be construed as an election on the part of Landlord to terminate this Lease unless a written notice of such intention shall be given to the Tenant or unless the termination of this Lease be decreed by a court of competent jurisdiction. Notwithstanding any such re-entry and reletting or attempted reletting of the Premises or any part or parts thereof for the account of Tenant without termination, Landlord may at any time thereafter, upon written notice to Tenant, elect to terminate this Lease or pursue any other remedy available to Landlord for Tenant's previous breach of or default under this Lease.

(c) Landlord may, without re-entering, retaking or resuming possession of the Premises, sue for all Rent and all other sums, charges, payments, costs and expenses due from Tenant to Landlord hereunder either: (i) as they become due under this Lease, taking into account that Tenant's right and option to pay the Rent hereunder on a monthly basis in any particular Lease Year is conditioned upon the absence of a default on Tenant's part in the performance of its obligations under this Lease, or (ii) at Landlord's option, accelerate the maturity and due date of the whole or any part of the Rent for the entire then-remaining unexpired balance of the Term, as well as all other sums, charges, payments, costs and expenses required to be paid by Tenant to Landlord hereunder, including, without limitation, damages for breach or default of Tenant's obligations hereunder in existence at the time of such acceleration, such that all sums due and payable under this Lease shall, following such acceleration, be treated as being and, in fact, be due and payable in advance as of the date of such acceleration. Landlord may then proceed to recover and collect all such unpaid Rent and other sums so sued for from Tenant by distress, levy, execution or otherwise. Regardless of which of the foregoing alternative remedies is chosen by Landlord under this subsection (c), Landlord shall not be required to relet the Premises nor exercise any other right granted to Landlord pursuant to this Lease, nor shall Landlord be under any obligation to minimize or mitigate Landlord's damages or Tenant's loss as a result of Tenant's breach of or default under this Lease.

In addition to the remedies specified and enumerated above, Landlord shall have and may exercise the right to invoke any other remedies allowed at law or in equity as if the remedies of re-entry, unlawful detainer proceedings and other remedies were not herein provided. Accordingly, the mention in this Lease of any particular remedy shall not preclude Landlord from having or exercising any other remedy at law or in equity. Nothing herein contained shall be construed as precluding the Landlord from having or exercising such lawful remedies as may be and become necessary in order to preserve the Landlord's right or the interest of the Landlord in the Premises and in this Lease, even before the expiration of any notice periods provided for in this Lease, if under the particular circumstances then existing the allowance of such notice periods will prejudice or will endanger the rights and estate of the Landlord in this Lease and in the Premises.

19.3 Landlord May Cure Tenant Defaults. If Tenant shall default in the performance of any term or condition on its part to be performed hereunder, Landlord may, after ten (10) days written notice to Tenant (or without notice if, in Landlord's reasonable opinion, an emergency exists) perform the same for the account and at the expense of Tenant. If, at any time and by reason of such default, Landlord is compelled to pay, or elects to pay, any sum of money or do any act which will require the payment of any sum of money, or is compelled to incur any expense (including, but not limited to, attorneys' fees and costs) in the enforcement of its rights hereunder or otherwise, such sum or sums, together with interest thereon at the highest rate allowed under the laws of the state in which the Premises is located, shall be deemed Additional Rent hereunder and shall be repaid to Landlord by Tenant promptly when billed therefor, and Landlord shall have all the same rights and remedies in respect thereof as Landlord has in respect of all other Rent herein reserved.

19.4 Landlord's Lien. Landlord shall at all times have a valid lien for all Rents becoming due hereunder from Tenant, upon all Improvements and Personalty situated in or upon the Premises, and such property shall not be removed therefrom without the approval and consent of Landlord until all arrearages in Rent shall first have been paid and discharged in full. Upon

the occurrence of any Event of Default by Tenant, Landlord may, in addition to any other remedies provided herein or by law, enter upon the Premises and take possession of any and all Improvements and Personalty situated in or upon the Premises without liability for trespass or conversion, and sell the same at public or private sale, with or without having such property appraised, at which Landlord or its assigns may purchase any of the same and apply the proceeds thereof, less any and all expenses connected with the taking of possession and sale, as a credit against any sums due by Tenant, and Tenant agrees to pay any deficiency forthwith. Alternatively, the lien hereby granted may be foreclosed in the manner and form provided by law for foreclosure of security interests or in any other manner and form provided by law. The statutory lien for rent, if any, is not hereby waived and the express contractual lien herein granted is in addition thereto and supplementary thereto. Tenant agrees to execute and deliver to Landlord from time to time such Financing Statements as may be required by Landlord in order to perfect the Landlord's lien provided herein or by state law.

19.5 Rights Cumulative. The rights and remedies provided and available to Landlord in this Lease are distinct, separate and cumulative remedies, and no one of them, whether or not exercised by Landlord, shall be deemed to be in exclusion of any other.

ARTICLE 20 - IMPROVEMENTS AND PERSONALTY

All Improvements and Personalty installed by Tenant upon the Premises shall be new or completely reconditioned. Provided the Lease was not terminated by Landlord for an Event of Default by Tenant, such Improvements and Personalty may be removed by Tenant at any time during the Term, or upon expiration thereof. Tenant agrees to repair any damage to the Premises or Shopping Center resulting from the removal of such Improvements and Personalty. In the event Tenant fails to remove any such Improvements and/or Personalty within thirty (30) days after such expiration or termination of this Lease, or in the event this Lease is terminated for an Event of Default by Tenant, then said Improvements and Personalty shall be deemed abandoned by Tenant and shall automatically become the property of Landlord. Tenant shall be responsible for the timely filing of all required tangible personal property tax returns and for the timely payment of all taxes assessed against any personal property, including, but not limited to, Improvements and Personalty, located in or upon the Premises or utilized by Tenant in the conduct of its business whether or not such personal property was originally installed by Tenant. Upon request, Tenant shall furnish to Landlord copies of any such tangible personal property tax returns and satisfactory proof of payment of any tax due.

ARTICLE 21 - COMMON AREA

21.1 Use. The Common Area shall at all times be subject to the exclusive control and management of Landlord and may be expanded, contracted, or changed by Landlord from time to time as Landlord deems appropriate. Subject to reasonable non-discriminatory rules and regulations to be promulgated by Landlord, Tenant shall have the right to use the Common Area in common with Landlord, other tenants of the Shopping Center, and their respective employees, agents, invitees, licensees, subtenants, concessionaires, and contractors. Landlord, in Landlord's sole discretion, shall have the right to enter into, modify, and terminate easements and other agreements pertaining to the use and maintenance of the Common Area and to restrict or designate parking areas to be used by tenants, their officers, agents, employees, concessionaires, and contractors within the Common Area. Tenant shall comply with all laws, rules, and regulations of any governmental authorities respecting the use of the Common Area and shall not make, suffer, or commit any unlawful, improper, or offensive use of the Common Area or permit a nuisance thereon. Tenant shall keep all sidewalks and alleys adjoining the Premises clean and free from rubbish, and shall arrange for the regular pickup and removal of trash and garbage from the Premises. Tenant shall properly bag and dispose of all trash and garbage and shall secure all outdoor dumpsters and receptacles so as to prevent any unauthorized dumping. Tenant shall not burn any trash of any kind in or about the Common Area or permit rubbish, refuse, or garbage to accumulate thereon. Tenant shall have no right to conduct so-called "sidewalk sales" or otherwise conduct its business in the Common Area without obtaining the prior written consent of Landlord in each instance, which consent may be withheld at Landlord's sole discretion. In the event Landlord consents to any such "sidewalk sales," Tenant must have public liability insurance covering the sidewalk sale area in an amount satisfactory to Landlord and shall ensure that such sales do not disrupt regular customer traffic and do not obstruct the sidewalks, walkways, parking areas, or other parts of the Common Area. In addition, Tenant shall indemnify and hold Landlord harmless from and against any and all damage or injury or claim for damage or injury, persons, or property relating thereto.

21.2 Parking Areas. Tenant shall have the right to use in common with the other tenants of the Shopping Center the parking facilities, as designated from time to time by Landlord. Landlord may, at Landlord's sole discretion, modify, relocate, redesign, reduce or expand the parking facilities. Landlord reserves the right to reserve spaces, and grant reserved spaces, within the parking facilities. Additionally, Landlord reserves the right to designate the areas where Tenant's employees may

park. Tenant shall not at any time park or permit the parking of Tenant's vehicles, or the vehicles of Tenant's employees or invitees, adjacent to any loading areas so as to interfere in any way with the use of such areas. Tenant shall not park or permit to be parked any abandoned or inoperative vehicles or equipment on any portion of the parking or loading areas, nor shall Tenant perform or permit to be performed any maintenance or repairs on any vehicles or equipment in any portion of the parking or loading areas. If Landlord discovers abandoned vehicles anywhere on the Shopping Center, Landlord shall have the right to remove such vehicles in accordance with applicable law. Tenant acknowledges and agrees that Landlord shall not be responsible for the enforcement of any parking rules or regulations in connection with reserved parking spaces contained in this Lease.

21.3 Roof. Tenant shall not use the roof for any purpose, nor shall Tenant make any penetrations in the roof, without Landlord's prior written consent, which consent Landlord may withhold at Landlord's sole discretion. If Tenant's use of the Premises requires that equipment be placed upon the roof, or that the roof be penetrated, then upon Tenant's receipt of approval from Landlord, Tenant shall coordinate penetration of the roof using Landlord's approved roofing contractor.

ARTICLE 22 – NOTICES; ADDRESSES

Any notice required or permitted to be given under this Lease must be given only by one of the following: (a) United States registered or certified mail, postage prepaid, return receipt requested, (b) facsimile with confirmation notice or (c) reputable overnight courier service which provides written evidence of delivery, or (d) personal delivery; and addressed as follows:

If for payment of Rent:	Publix Super Markets, Inc. P. O. Box 32010 Lakeland, Florida 33802-2010
If Notice to Landlord:	Publix Super Markets, Inc. P.O. Box 407 Lakeland, Florida 33802-0407 Attention: Vice President, Real Estate
If Notice to Landlord by Overnight Courier:	Publix Super Markets, Inc. 3300 Publix Corporate Parkway Lakeland, Florida 33811 Attention: Vice President, Real Estate
If Notice to Tenant:	Sir Galloway Dry Cleaners, Inc. 13007 SW 87 th Avenue Miami, Florida 33176

or such other address as may be designated by either party by written notice to the other. Except as otherwise provided in this Lease, every notice, demand, request or other communication shall be deemed to have been given or served upon actual receipt thereof. Notwithstanding the foregoing, any notice mailed to the last designated address of any person or party to which a notice may be or is required to be delivered pursuant to this Lease shall not be deemed ineffective if actual delivery cannot be made due to a change of address of the person or party to which the notice is directed or the failure or refusal of such person or party to accept delivery of the notice.

ARTICLE 23 - RELOCATION OF PREMISES

Landlord shall have the right to relocate Tenant to other premises (the "Substitute Premises") in the Shopping Center, but only under the following conditions:

- (a) the Substitute Premises shall be of reasonably comparable size to that of the Leased Area as of the Effective Date;
- (b) the Substitute Premises shall be a corner space or such other location within the Shopping Center that allows for a customer entrance in addition to a drive-up reasonably comparable to the Pickup

Door as defined as of the Effective Date in Rider 1.1(l) - "Addendum to Lease" attached hereto;
and

- (c) Landlord shall pay the actual cost of Tenant's relocation.

Landlord shall pay the actual costs of such relocation. Landlord shall provide Tenant with no less than thirty (30) days' prior written notice of its exercise of this right, and said notice shall state the date (the "Relocation Date") for such relocation and identify specifically the Substitute Premises. In the event Tenant does not desire to relocate to the Substitute Premises, Tenant shall have the right to terminate this Lease by notifying Landlord in writing of same within ten (10) days of Tenant's receipt of Landlord's notice. In the event Tenant does not so notify Landlord, Tenant shall be deemed to have waived its right to terminate this Lease on such basis. In the event Tenant exercises its right of termination pursuant to this section, the Lease shall cease and terminate upon the Relocation Date and thereafter, the parties shall be released and relieved of all further obligations under this Lease to the other, except for those obligations arising or accruing prior to the Relocation Date.

ARTICLE 24 - MISCELLANEOUS

24.1 Signs. On or by the Commencement Date, Tenant, at its sole cost and expense, shall install and illuminate a sign on the exterior of the Premises identifying Tenant's business operation therein. Tenant's sign must first be approved by Landlord and comply with all design requirements set forth by Landlord in Landlord's sign criteria, attached hereto as **Exhibit B**, as may be amended from time to time, and with all applicable laws, rules, and regulations. Tenant shall maintain its sign, at Tenant's sole cost and expense, in good and safe condition and appearance. At Landlord's option, Tenant shall either repair or reimburse upon demand Landlord for any damage to the Premises resulting from the erection, maintenance, or removal of Tenant's sign. Tenant shall not place or paint or otherwise erect any other sign, banner or stick down, or advertise on any part of the exterior of the Premises, the Shopping Center, or on any land or buildings adjacent to the Shopping Center, without first obtaining Landlord's written consent, which Landlord may withhold at its sole discretion.

24.2 Brokerage. Landlord and Tenant hereby represent and warrant to each other that they have not engaged, employed or utilized the services of any business or real estate brokers, salesmen, agents or finders in the initiation, negotiation or consummation of the business and real estate transaction reflected in this Lease, other than Crossman & Company, a Florida corporation ("Broker"), to which a commission will be paid by Landlord, pursuant to a separate agreement. Each party hereby agrees to indemnify and save and hold the other party harmless from and against the payment of any commissions or fees to or claims for commissions or fees by any real estate or business broker, salesman, agent or finder other than Broker resulting from or arising out of any actions taken or agreements made by them with respect to the business and real estate transaction reflected in this Lease.

24.3 No Partnership or Joint Venture. Landlord shall not, by virtue of this Lease, in any way or for any purpose, be deemed to be a partner of Tenant in the conduct of Tenant's business upon, within or from the Premises or otherwise, or a joint venturer or a member of a joint enterprise with Tenant.

24.4 Entire Agreement. This Lease contains the entire agreement between the parties and, except as otherwise provided herein, can only be changed, modified, amended or terminated by an instrument in writing executed by the parties. It is mutually acknowledged and agreed by Landlord and Tenant that there are no verbal agreements, representations, warranties or other understandings affecting the same; and that Tenant hereby waives, as a material part of the consideration hereof, all claims against Landlord for rescission, damages or any other form of relief by reason of any alleged covenant, warranty, representation, agreement or understanding not contained in this Lease.

24.5 Waiver. No release, discharge or waiver of any term or condition of this Lease shall be enforceable against or binding upon Landlord unless in writing and executed by Landlord. Neither the failure of Landlord to insist upon a strict performance of any of the terms and conditions hereof, nor the acceptance of any Rent by Landlord with knowledge of a breach of this Lease by Tenant in the performance of its obligations hereunder, shall be deemed a waiver of any rights or remedies that Landlord may have or a waiver of any subsequent breach or default in any of such terms and conditions.

24.6 Time. Time is of the essence in every particular of this Lease, including, without limitation, obligations for the payment of money.

24.7 Costs and Attorneys' Fees. If either party shall bring an action to recover any sum due hereunder, or for any breach hereunder, and shall obtain a judgment or decree in its favor, the court may award to such prevailing party its reasonable costs

and reasonable attorneys' fees, specifically including reasonable attorneys' fees incurred in connection with any appeals. Landlord shall also be entitled to recover its reasonable attorneys' fees and costs incurred in any bankruptcy action filed by or against Tenant, including, without limitation, those incurred in seeking relief from the automatic stay, in dealing with the assumption or rejection of this Lease, in any adversary proceeding, and in the preparation and filing of any proof of claim.

24.8 Public Telephone. Tenant shall not at any time install a public or private pay telephone within the Premises or on or about the exterior of the Premises.

24.9 Captions and Headings. The captions and headings in this Lease have been inserted herein only as a matter of convenience and for reference and in no way define, limit or describe the scope or intent of, or otherwise affect, the terms and conditions of this Lease.

24.10 Severability. If any term or condition of this Lease shall be deemed to be invalid, it shall be considered deleted therefrom and shall not invalidate the remaining terms and conditions of this Lease.

24.11 Successors and Assigns. The terms and conditions contained in this Lease shall be binding upon and inure to the benefit of Landlord and Tenant and, to the extent permitted herein, their respective successors and assigns.

24.12 Applicable Law. This Lease shall be governed by, and construed in accordance with, the laws of the state of Florida. Landlord and Tenant hereby agree that any legal proceedings arising pursuant to this Lease or the Premises shall be instituted in, and Landlord and Tenant each submits itself to the jurisdiction of, the Circuit Court for Polk County, Florida.

24.13 Recording. Neither this Lease or a memorandum, short form or affidavit thereof, shall be recorded without the written consent of Landlord.

24.14 Waiver of Jury Trial. TENANT HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES THE RIGHT FOR ITSELF AND ITS HEIRS, PERSONAL REPRESENTATIVES, SUCCESSORS OR ASSIGNS, TO A TRIAL BY JURY IN RESPECT TO ANY LITIGATION ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS LEASE OR ANY AGREEMENT CONTEMPLATED TO BE EXECUTED IN CONJUNCTION HEREWITH, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF ANY PARTY. THIS PROVISION IS A MATERIAL INDUCEMENT TO LANDLORD'S ACCEPTING THIS LEASE.

24.15 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 department.

24.16 Counterparts. This Lease may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute one instrument; provided, however, this Lease shall not be effective until fully executed by all parties.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, Landlord and Tenant have caused this Lease to be duly executed on or as of the day and year first above written.

LANDLORD:
PUBLIX SUPER MARKETS, INC., a
Florida corporation

Kristie Scruggs
(Print Name) **Kristie Scruggs**

Deen
(Print Name)

Two Witnesses **Patricia Cooley**

STATE OF FLORIDA
COUNTY OF POLK

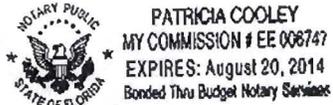
The foregoing instrument was signed, sealed, delivered, and acknowledged before me this 1st day of September, 2011, by Jeffrey Chamberlain, as Vice President Real Estate of PUBLIX SUPER MARKETS, INC., a Florida corporation, on behalf of the corporation. He is personally known to me.

(NOTARY SEAL)

By: Jeffrey Chamberlain
Vice President Real Estate



Notary Signature: Deen
Printed/typed name: _____
Notary Public-State of: _____
My commission expires: _____
Commission number: _____



TENANT:
SIR GALLOWAY DRY CLEANERS, INC., a
Florida corporation

Quito Hernandez
(Print Name)

Reina Rivera
(Print Name)

Two Witnesses Reina Rivera Reina Rivera

STATE OF Florida
COUNTY OF Miami-Dade

The foregoing instrument was signed, sealed, delivered, and acknowledged before me this 1st day of September, 2011, by Mark D. Mills, as President, of SIR GALLOWAY DRY CLEANERS, INC., a Florida corporation, on behalf of the corporation. Such person is personally known to me or produced _____ as identification.

(NOTARY SEAL)

By: Mark D. Mills
Name: MARK D. MILLS
As its: President



Notary Signature: Kathleen Baylis
Printed/typed name: Kathleen Baylis
Notary Public-State of: Florida
My commission expires: JUN 18 2015
Commission number: EE 100112



EXHIBIT A

SITE PLAN

(This site plan is not to scale and is for location and identification purposes only, and is subject to change without notice.)

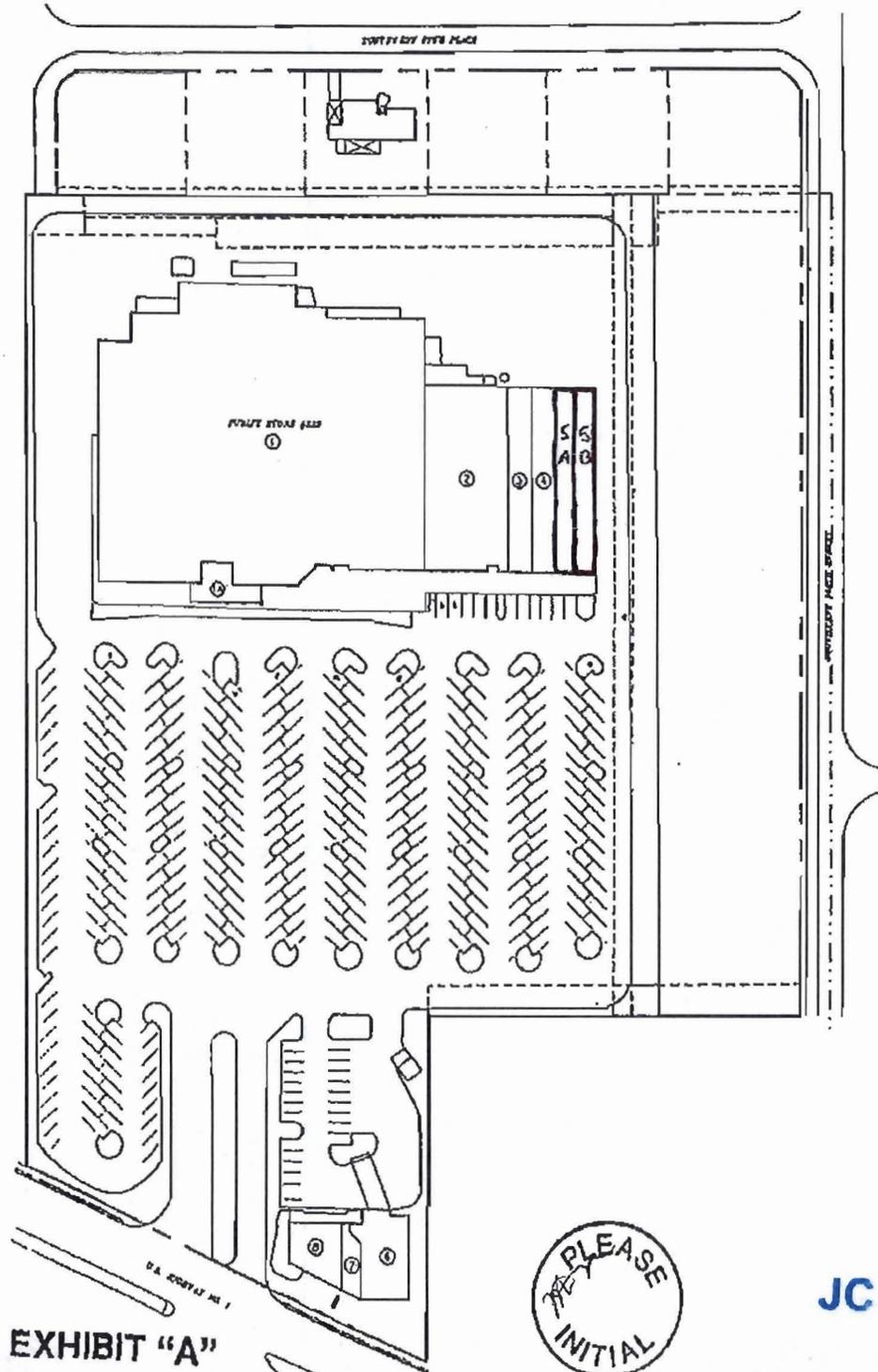


EXHIBIT "A"

PLEASE INITIAL

JC

SHOPPING CENTER SIGNAGE CRITERIA

The purpose of this criteria is to establish certain parameters for Tenant sign location, construction and installation.

A. TYPES OF SIGNS:

1. Exterior parapet sign.

B. LOCATION:

1. Exterior parapet sign: At marquee sign band facing parking lot.

C. SIGN AREA LIMITATIONS: (pending approval from local agency.)

1. Height: Tenant will install a sign 24" in height (maximum height of letters and sign area).
2. Sign Surface Area: Shall not exceed two (2) square feet per one (1) linear foot of storefront.
3. Length: Shall not exceed seventy five percent (75%) of the storefront.

D. CONSTRUCTION:

1. Exterior Parapet Sign
 - a. All letters 10" or larger shall be internally illuminated with LED lighting.
 - b. All letters and logos must have Plexiglas or equivalent plastic face: Minimum 1/8" thick, color to be approved by Landlord. Vinyl graphic application must be 7-year exterior grade product.
 - c. All letters must be fabricated channel letters .040 aluminum, 4" returns finished in industrial enamel paint, color to be approved by Landlord.
 - d. All logos must be channel mounted, fabricated from .040 aluminum, 4" returns finished in industrial enamel paint, color to be approved by Landlord.
 - e. All letters shall be **wire way** mounted. Wire way to be 4" x 4" x length of copy. Wire way shall be painted to match recessed fascia channel.
 - f. All signs shall be U.L. Wired and labeled U.L. Approved.

E. LETTER STYLE:

1. Exterior Parapet Sign: Style, all letters shall be Helvetica Bold, Medium or Americana Extra Bold capital letters, (or combination upper and lower case only when approved by Landlord.)

F. SIZE:

1. Exterior Parapet Sign:
 - a. 24" maximum height.
 - b. 4" depth
 - c. Sign span shall not exceed 75% of storefront width.

G. LANDLORD APPROVAL:

1. Prior to sign fabrication and installation, Tenant shall submit fully specified sign drawings to Landlord for review and approval

H. COMPLIANCE WITH LAWS:

1. All signs must comply with local building and zoning department requirements.

I. INSTALLATION:

1. All signs must be installed by a licensed and insured sign contractor.

EXHIBIT "B"



RIDER 1.1(l)

ADDENDUM TO LEASE

The following terms and conditions are intended to supplement or replace certain terms and conditions in the Lease. If any terms or conditions of this Addendum conflict with, change, expand, modify or affect in any way, any terms and conditions of the Lease, the terms and conditions of this Addendum shall control. All capitalized words used in this Addendum shall have the meaning ascribed to them in the Lease, unless otherwise defined herein.

1. **Exclusive.** Subject to the terms and conditions set forth in this paragraph, Landlord will not lease or consent to the use of space by any tenant in the Shopping Center for the purpose of conducting within the Shopping Center as its principal business a drop-off dry cleaners.

It is understood that other tenants or occupants in the Shopping Center may sell one or more of the restricted items, or provide one or more of the restricted services, or any combination thereof, as an incidental part of their business, and permission heretofore or hereafter granted by Landlord to conduct such incidental sales shall not be deemed to violate this covenant.

Landlord reserves the right to lease (or consent to the use of) any space in the Shopping Center without imposing any restriction on the use of such space to any tenant whose principal business at the time the lease is made (or consent is given) is that of department store, junior department store, variety store, grocery store, drug store, or to any tenant initially occupying more than 20,000 square feet of gross leaseable area, it being understood that Landlord shall not be obligated to restrict the use of any of such space in any manner whatsoever. Specifically, this exclusive shall not apply to any portion of, or use within, the premises within the Shopping Center occupied by Publix Super Markets, Inc., its affiliates or subsidiaries, nor shall it apply to any outparcels that are part of the Shopping Center.

The right to exclusive use given to Tenant pursuant to this section shall be forfeited by Tenant and of no further force and effect if Tenant becomes directly or indirectly affiliated with any business which is similar to or competes with the exclusive use given to Tenant, within a one (1) mile radius of the Shopping Center. This right to exclusive use shall apply only as long as Tenant is not in default under the Lease and is actively operating the Premises for the Permitted Use. Landlord's sole obligation hereunder shall be to refrain from leasing, or consenting to the use of, other space in the Shopping Center in violation of this paragraph; and Landlord shall not be required to investigate, supervise or otherwise determine whether other tenants in the Shopping Center are in compliance with the foregoing.

2. **Canopy Sign.** Notwithstanding anything in Section 24.1 to the contrary, Tenant shall be permitted to install a sign ("Canopy Sign") attached to the underside of the canopy extending over the sidewalk area in front of the Premises in a location approved in advance by Landlord. Such Canopy Sign shall not exceed 4 ft. in length and 1 ft. in height and shall be at least 8 ft. above the sidewalk finished floor elevation. Tenant at Tenant's cost must prior to installation of the Canopy Sign secure all necessary governmental approvals for such installation and such installation must be in compliance with all applicable laws, rules, codes, regulations, and ordinances. Tenant, at Tenant's sole cost, shall be responsible for (pursuant to the Work Letter Work Letter attached to the Lease as Rider 1.1(n), Landlord's wall mounting criteria, or as otherwise required for Improvements (as defined in the Lease), whichever standard is greater) installing, maintaining, repairing and replacing the Canopy Sign. Tenant shall keep the Canopy Sign free and clear of all liens and encumbrances. Tenant hereby agrees to indemnify and hold Landlord harmless from any and all costs, liabilities, or damages caused by or related to Tenant's installation, maintenance, repair, replacement, and use of the Canopy Sign. Upon expiration or the earlier termination of this Lease, Tenant shall, at its sole cost and expense, remove the Canopy Sign canopy to the condition that existed prior to awning installation, normal wear and tear excepted.

3. **Awning and Awning Sign.** Tenant shall have the right, at its sole cost and expense, and subject to compliance with all applicable federal, state, and local laws, codes, regulations, ordinances and rules, to install a wall-mounted awning ("Awning") of no more than 12 ft. in length extending no more than 8 ft. off the finished surface of the wall with at least 12 ft. of clearance height measured from finished floor elevation in the general location of the existing awning located above the "PICKUP DOOR" as shown and labeled on the attached and



incorporated Schedule I, in a particular location approved in advance by Landlord along the South-facing exterior wall of the Premise in accordance with Landlord's wall mount specifications. Tenant hereby agrees to indemnify and hold Landlord harmless from any and all costs, liabilities, or damages caused by or related to Tenant's installation, maintenance, repair, replacement, and use of the Awning (including without limitation replacement of the existing awning with the Awning). Upon expiration or the earlier termination of this Lease, Tenant shall, at its sole cost and expense, remove the Awning and restore the South-facing exterior wall of the Premises to the condition that existed prior to Awning installation, normal wear and tear excepted.

Notwithstanding anything in Section 24.1 of the Lease to the contrary, Tenant may affix to the Awning via paint or the adherence of vinyl lettering signage reflecting Tenant's Trade Name.

Tenant shall keep the Awning and Awning signage free and clear of all liens and encumbrances. Tenant at Tenant's cost must prior to installation of the Awning and Awning signage must secure all necessary governmental approvals for such installation and such installation must be in compliance with all applicable laws, rules, codes, regulations, and ordinances.

4. **Drop Box/Pickup Door.** Tenant may place a dry cleaning drop box ("Drop Box") of no more than 62 in. (h) x 26 in (l) x 45 in (w) on the sidewalk immediately in front of the Premises at a location approved by Landlord in advance and in writing. The Drop Box may be available to Tenant's customers 24/7.

Should Landlord, in Landlord's sole discretion (including aesthetics) require additional lighting or time of illumination of the sidewalk area or the parking area arising out of or related to use of the Drop Box after regular business hours, Tenant shall be liable (including without limitation reimbursement of Landlord) for actual costs reasonably related thereto. Tenant may not affix or secure the Drop Box to any portion of the Shopping Center (e.g. tether a security cable to a bolt anchored into the sidewalk) without Landlord's prior written consent in Landlord's sole discretion including without limitation aesthetics.

Tenant may also provide drop-off/pick-up services to customers via a sliding glass door ("Pickup Door") in the location on the South-facing exterior Premises wall designated "PICKUP DOOR" on Schedule I approved in advance by Landlord, which when open shall be staffed by a live employee during ordinary business hours (at minimum during the hours of 10:00 a.m. through 5:00 p.m., Monday through Saturday) as further described in Section 3.6 of the Lease.

The Drop Box and/or Pickup Door (collectively the "Window Improvements") shall be for the use of customers only, for example, Tenant's employees may not load soiled items being sent off-premises for cleaning via the Window Improvements.

Landlord reserves the right from time to time to limit, add additional requirements (at Tenant's sole cost) or completely discontinue either or both of the foregoing should Landlord deem either, both or any facet of one or both (in Landlord's sole discretion) to interfere with the operations of other tenants, customer traffic flow, delivery ingress/egress, or otherwise adversely impact the Shopping Center or its attractiveness (including aesthetics); provided, however, if Landlord requires that Tenant remove the Automated Window prior to the expiration or earlier termination of the Lease, then Tenant's Base Rent shall be reduced by twenty percent (20%) and such reduction shall be deemed to fully compensate Tenant for any losses associated with removal of the Automated Window, including the costs of removal, filling and matching the structural exterior walls of the Premises, etc.

Tenant, at Tenant's sole cost shall be responsible for (pursuant to the Work Letter Work Letter attached to the Lease as Rider 1.1(n) or as otherwise required for Improvements (as defined in the Lease), whichever standard is greater) installing, maintaining, repairing and replacing the Window Improvements. Once put into place, the Window Improvements may not be removed by Tenant without Landlord's prior written consent. Upon expiration or earlier termination of the Lease, Landlord may require Tenant at Tenant's expense to remove the Window Improvements and replace them or fill them in to Landlord's satisfaction such that they match the remainder of the structural exterior walls of the Premises. Tenant hereby agrees to indemnify and hold Landlord harmless from any and all costs, liabilities, or damages caused by or related to Tenant's installation, maintenance, repair, replacement and use of said Window Improvements.

Tenant shall keep the Window Improvements free and clear of all liens and encumbrances. Tenant at Tenant's cost must prior to installation and/or use of the Window Improvements must secure all necessary governmental approvals



for such installation/use and such installation/use must be in compliance with all applicable laws, rules, codes, regulations, and ordinances.

5. **Security; Lighting.** INTENTIONALLY OMITTED.

6. **Frontage.** The Premises shall have a sidewalk frontage (inclusive of door(s) and window(s)) of no less than fourteen (14) lineal feet.

7. **Deliveries.** Tenant shall cause all deliveries, loading, unloading and services to the Premises to be conducted from the door located in the southeast corner of the Premises marked "DELIVERIES" on the attached and incorporated Schedule 1.

8. **Used Personalty.** Notwithstanding Article 20 of the Lease requiring all Improvements and Personalty to be new or completely reconditioned, Tenant may at its option install trade fixtures and furnishings that is gently used provided such item(s) are kept in the rear of the Premises, in areas unseen by the general public provided such gently used items are installed in the Premises within one hundred and twenty (120) days of the Effective Date but no later than Tenant opening for business. Upon installation in or at the Premises, such item(s) shall automatically be deemed Personalty and subject to all applicable terms and conditions of the Lease, including without limitation Section 19.4.

9. **Right of First Offer (Pylon Sign Panel).** Should space for a non-anchor tenant identification sign become available on the Shopping Center pylon or monument sign become during the Initial Term, Landlord shall notify Tenant in writing of such availability including only the license fee as established by Landlord, in Landlord's sole discretion based on Landlord's understanding and reasonable expectations of the market (the "First Offer"). The First Offer shall be irrevocable for fifteen (15) days from the date Tenant receives such First Offer. If Tenant does not accept the First Offer during such 15-day period, then Tenant shall be deemed to have waived its right to space on the Shopping Center pylon and this paragraph 1) shall be of no further force or effect. If Tenant timely accepts the First Offer, Tenant and Landlord shall within ten (10) days of Tenant's acceptance enter into a Pylon Sign License Agreement, the form of which is attached hereto as Schedule 2. If Tenant is in default of the Lease at the time of First Offer or comes into default at any time during the period from the First Offer until the Pylon Sign License Agreement is fully executed by the parties, Tenant's Right of First Offer (Pylon Sign Panel) shall automatically void and be of no force or effect.

If Landlord and Tenant enter into the Pylon Sign License Agreement, this paragraph shall be deemed terminated and of no further force or effect. Specifically, it is understood and agreed by the parties hereto that Tenant's rights under this paragraph extend only to the first (1st) instance of exercise of this right. If Tenant fails to exercise its right of first refusal or fails to timely exercise such right, Tenant shall have forever lost its opportunity to do so and no further right of first refusal shall exist. It is further understood that the right in this paragraph is special to the original Tenant under the Lease and shall not be assigned by such Tenant or effective as to a Tenant who acquired its interest in the Lease pursuant to Article 13 of the Lease.

Notwithstanding anything herein to the contrary, Tenant's Right of First Offer (Pylon Sign Panel) is subject and subordinate to such rights (whether such rights are designated as a right of first offer, right of first refusal, expansion option or otherwise) existing on the date hereof, of any other tenant of the Shopping Center and shall not be deemed or interpreted as preventing Landlord (in Landlord's sole discretion including without limitation aesthetics) from razing, removing, expanding or reducing the Shopping Center pylon or monument sign or signage thereon.

The Right of First Offer (Pylon Sign Panel) contained in this paragraph shall not be triggered by any of the following:

- Reconfiguration of existing pylon sign panels whether to increase or decrease individual panel size provided net panel signage does not increase;
- Available space that is desired by Landlord for use in its own business operations, including without limitation by a tenant or sublease (whether existing or future) of the space occupied from time to time by



Publix Super Markets, Inc., an affiliate or related entity; provided, however, the foregoing shall not include, for example, use by Landlord as an incentive to induce another tenant from entering into a lease.

- Assignment, sale, or subleasing by another tenant of its existing pylon sign space.

10. **Grand Opening Signage.** Notwithstanding the provisions of Section 3.2 and Section 24.1 of the Lease, Tenant may display from its Premises affixed to the interior of its window or a temporary A-frame, standing or other such sidewalk sign on the sidewalk area immediately in front of the Premises a single professionally prepared, tasteful sign or banner stating "Grand Opening" or similar, during that certain period that is forty-five (45) calendar days from and after the date Tenant opens for business. Notwithstanding the foregoing, it shall be Tenant's responsibility to insure that any such signage conforms to all applicable laws, rules, regulations, codes and ordinances. Additionally during such 45-day time period Tenant may park a single delivery van or truck (small or light sized) displaying a professionally prepared, tasteful advertisement of Tenant's business in a portion of the parking area (exclusive of the parking area extending immediately out from the exterior boundaries of the premises occupied by Publix Super Markets, Inc. (its successor or assigns) to the farthest point of such opposite parking area the which forms said premises' main parking area) approved by Landlord in advance and in writing.

Such signage (including the truck/van and its signage) shall comply with all Applicable Law and Tenant shall secure at Tenant's sole cost and expense any necessary approvals; further same shall not materially interfere with the visibility of Shopping Center tenants. Tenant hereby agrees to indemnify and hold Landlord harmless from any and all costs, liabilities, or damages caused by or related to Tenant's installation, maintenance, repair, replacement, and use of such signage (including the truck/van and its signage). Upon expiration or the earlier termination of the 45-day period, Tenant shall, at its sole cost and expense, remove such signage (including the truck/van and its signage) and restore the Shopping Center to the condition that existed prior to such installation, normal wear and tear excepted.

11. **Special Event Banner.** Notwithstanding the provisions of Section 3.2 and Section 24.1 of the Lease, during the Initial Year only Tenant may display a professionally prepared, tasteful special event banner (e.g hanging banner, flag, yard sign, but not an inflatable) up to six (6) times for no more than thirty (30) consecutive days separated by at least thirty (30) days from the end of the prior display period in an area approved by Landlord in advance and in writing. Such special event banner may not be displayed concurrently with the grand opening banner or truck/van described in paragraph 11 of this Rider 1.1(I).

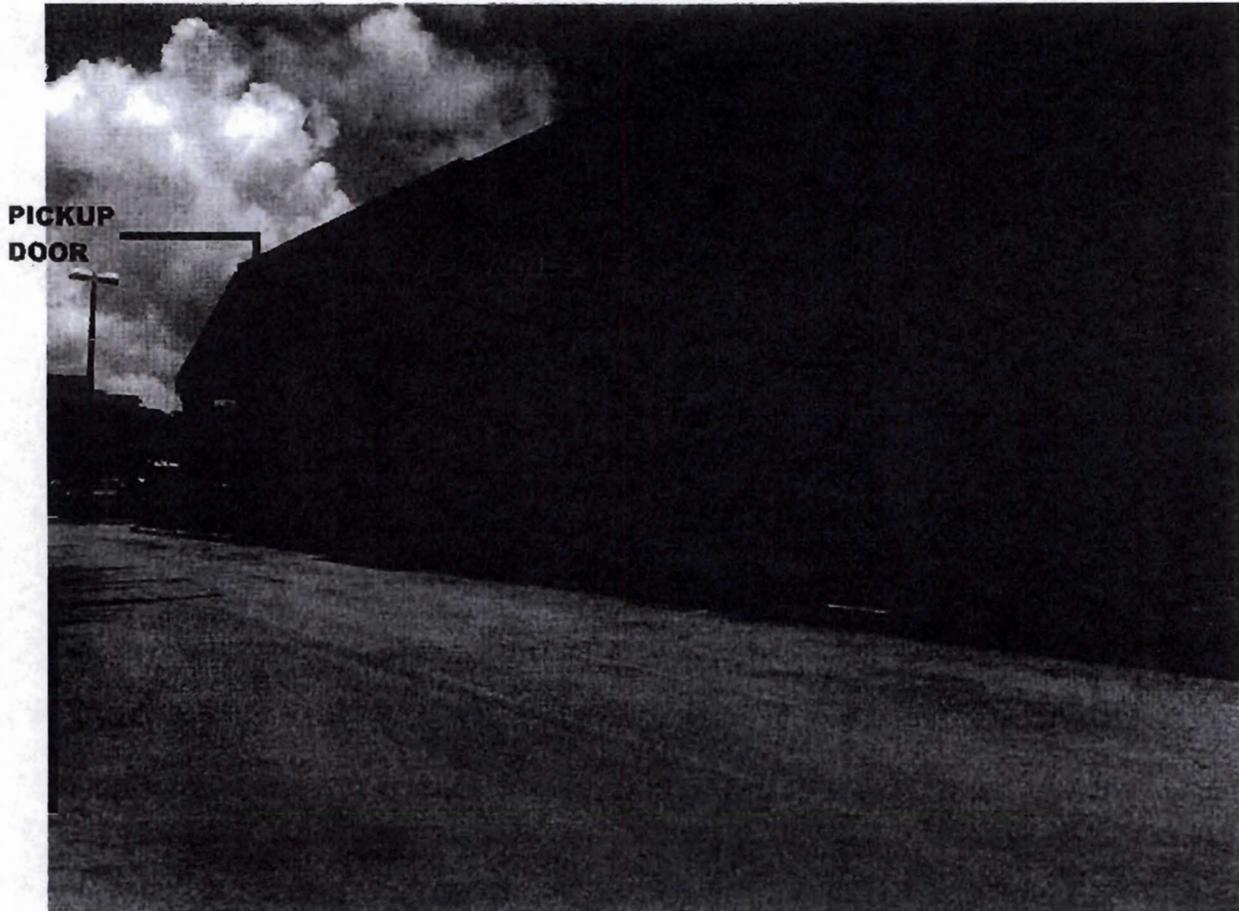
Such banner shall be of a size and displayed at a location approved by Landlord in advance and in writing, comply with all Applicable Law and Tenant shall secure at Tenant's sole cost and expense any necessary approvals; further same shall not materially interfere with the visibility of Shopping Center tenants. Tenant hereby agrees to indemnify and hold Landlord harmless from any and all costs, liabilities, or damages caused by or related to Tenant's installation, maintenance, repair, replacement, and use of such banner. Upon expiration or the earlier termination of each period Tenant shall, at its sole cost and expense, remove such banner and restore the Shopping Center to the condition that existed prior to such installation, normal wear and tear excepted.

12. **Advance and in writing.** Wherever the term "in advance and in writing" is used in this Rider 1.1(I) it shall require that Tenant's initial request for such approval be submitted at least fifteen (15) business days prior to the intended date of use/display.

(End of Addendum)



SCHEDULE 1 TO RIDER 1.1(I)



(End of Schedule 1)



SCHEDULE 2 TO RIDER 1.1(1)

PYLON SIGN LICENSE

THIS PYLON SIGN LICENSE ("License"), is made this 1 day of SEPTEMBER 20, between Publix Super Markets, Inc. (hereinafter referred to as "Publix") and SIC GALLOWAY Dry Cleaners Florida Corp (hereinafter referred to as "Licensee"), with reference to the following facts:

A. Publix owns that certain pylon sign (hereinafter referred to as the "Shopping Center Pylon") located at/off _____ in the _____ Shopping Center, _____ County, Florida, ("Shopping Center"). This License does not apply to other pylon signs (if any) serving the Shopping Center.

B. Licensee is a tenant in the Shopping Center pursuant to that certain Lease Agreement between Licensee and Publix dated _____, as may be amended from time to time, (the "Lease").

C. Subject to the provisions set forth below, Licensee desires to license from Publix, and Publix has agreed to license to Licensee, one (1) advertising panel on each side of Publix's Shopping Center Pylon.

IN CONSIDERATION OF the foregoing facts, mutual covenants and agreements set forth below and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties, intending to be legally bound, hereby agree as follows:

1. **LICENSE; PYLON SIGN INSTALLATION; REMOVAL:** Subject at all times to the terms and conditions set forth herein, Publix hereby agrees to grant to Licensee, a limited, non-exclusive, revocable license to place, the Licensee Sign (as hereinafter defined) on the Shopping Center Pylon in the location depicted on **Exhibit "A"** attached hereto and made a part hereof. The Licensee Sign shall be a vinyl _____ x _____ double-sided sign panel showing Licensee's current logo, letter style and color as further depicted on said **Exhibit A**. Notwithstanding the foregoing sentence to the contrary, Publix must approve the Licensee Sign in writing prior to its installation on the Shopping Center Pylon. The Licensee Sign must be installed on the Shopping Center Pylon only by an installer reasonably acceptable to Publix. The Licensee Sign shall be installed at Licensee's sole cost and expense. Licensee shall remove the Licensee Sign at Licensee's sole cost and expense within ten (10) calendar days of a written notice of termination from either party. Licensee shall defend, indemnify, and hold Publix harmless from any costs, damage, claim, or liability associated with Licensee's installation and/or removal of the Licensee Sign. Should Licensee fail to remove the Licensee Sign within said 10-day period as required herein, Publix may immediately and without notice remove the Licensee Sign and bill any costs incurred by Publix with regard to such removal to Licensee, who shall promptly pay such amount. Should Licensee want to change the appearance of the Licensee Sign, the approval of such new sign shall be in Publix's sole discretion.

2. **TERM; LICENSEE FEE; ADDITIONAL FEE:** The term of this License ("Term") shall commence on that certain day that the Licensee Sign is installed upon the Shopping Center Pylon and shall continue thereafter until the earlier of: (i) the date that this License is terminated by either party upon ten (10) calendar days prior written notice; or (ii) the date the Lease expires or is terminated; or (iii) the date Licensee defaults under the Lease or any other agreement with Landlord. Licensee shall pay _____ Dollars (\$ _____) per month (the "License Fee") for its display of the Licensee Sign on the Shopping Center Pylon. No other rental or additional charges shall be due from Licensee, except as provided herein. If Licensee fails to make any License Fee payment or fails to pay any other sums or amounts to be paid by Licensee hereunder (collectively "Owed Amount") on or before the date such payment is due and payable, Publix may without notice and in its sole discretion, either (1) require Licensee to pay, in addition to such Owed Amount, an administrative late charge of ten percent (10%) of the Owed Amount or (2) immediately and without notice terminate this License, remove the Licensee Sign and charge the Owed Amount together with the costs of removal to Licensee for Licensee's immediate payment. If Publix shall make any expenditure for which Licensee is responsible or liable under this License, or if Licensee shall become obligated to Publix under this License for any sum other than the License Fee, the amount thereof shall be deemed to constitute an additional license fee ("Additional Fee") and shall be due and payable by Licensee to Publix, together with all applicable sales taxes thereon, if any, upon demand, or may be deducted by Publix from revenues owed to Licensee by Publix. Licensee shall

also pay to Publix, simultaneously with payment of the License Fee or other sums or amounts due, the amount of any applicable sales, use or excise tax on any such License Fee or other sums or amounts so paid by Licensee to Publix, whether the same be levied, imposed or assessed by the state in which the Licensed Premises is located or any other federal, state, county or municipal governmental entity or agency. Each of the foregoing amounts of License Fees, Additional Fees and other sums shall be paid to Publix on the first day of each calendar month without demand and without deduction, set-off, claim or counterclaim of any nature whatsoever which Licensee may have or allege to have against Publix, and all such payments shall, upon receipt by Publix, be and remain the sole and absolute property of Publix. All such License Fees, Additional Fees and other sums shall be paid to Publix in legal tender of the United States at the address listed for Publix in Section 3 of this License, or to such other party or to such other address as Publix may designate from time to time by written notice to Licensee. Publix's acceptance of License Fees, Additional Fees or other sums after the same shall become due and payable, shall not excuse a subsequent delay or constitute or be construed as a waiver of any of Publix's rights hereunder. If the Licensee Sign is installed or removed due to termination within a given month Licensee's License Fee, Additional Fee or other sums due hereunder for such partial month shall be prorated on a per diem basis.

3. **NOTICES:** Any notice required or permitted to be given under this License must be given only by one of the following: (a) United States registered or certified mail, postage prepaid, return receipt requested, (b) facsimile with confirmation notice or (c) reputable overnight courier service which provides written evidence of delivery, or (d) personal delivery; and addressed as follows:

If to Licensee: Sir Gallantry Dry Cleaners, INC
13007 SW 87 AVE
Miami FL 33176
Attention: MARK MILLS

If to Publix for payments: Publix Super Markets, Inc.
P. O. Box 32010
Lakeland, Florida 33802-2010

If to Publix: Publix Super Markets, Inc.
Post Office Box 407
Lakeland, FL 33802-0407
Attention: Real Estate Department

If Notice to Publix by Overnight Courier: Publix Super Markets, Inc.
3300 Publix Corporate Parkway
Lakeland, Florida 33811
Attention: Real Estate Department

or such other address as may be designated by either party by written notice to the other. Except as otherwise provided in this License, every notice, demand, request or other communication shall be deemed to have been given or served upon actual receipt thereof. Notwithstanding the foregoing, any notice mailed to the last designated address of any person or party to which a notice may be or is required to be delivered pursuant to this License shall not be deemed ineffective if actual delivery cannot be made due to a change of address of the person or party to which the notice is directed or the failure or refusal of such person or party to accept delivery of the notice.

4. **MAINTENANCE:** Publix shall maintain the Shopping Center Pylon in good order and condition and shall supply electricity to the same. Licensee's pro rata share of such maintenance and electrical costs is included in the License Fee. If at any time during the Term Publix shall determine, in its sole discretion including without limitation aesthetics, that the Licensee Sign needs to be repaired or replaced, Licensee shall at Publix's option either (1) provide a new Licensee Sign acceptable to Publix or (2) reimburse Publix upon demand for the cost of the new Licensee Sign. Such new sign shall be subject to this License.

5. **WAIVER; TIME:** No release, discharge or waiver of any term or condition of this License shall be enforceable against or binding upon a party unless in writing and executed by the party to be bound. Neither the

failure of a party to insist upon a strict performance of any of the terms and conditions hereof (including the acceptance of any License Fee or Additional Fee by Publix with knowledge of a breach of this License by Licensee in the performance of its obligations hereunder) shall be deemed a waiver of any rights or remedies that such party may have or a waiver of any subsequent breach or default in any of such terms and conditions. Time is of the essence in every particular of this License, including, without limitation, obligations for the payment of money.

6. COMPLIANCE WITH LAWS; NO LIENS; NO OWNERSHIP; EFFECT ON LEASE:

Licensee shall, at its expense, comply promptly with all laws, rules, and regulations promulgated by any governmental authority having jurisdiction over the Licensee Sign. Licensee shall not create or cause to be imposed, claimed or filed upon the Licensed Premises, or any portion thereof, or upon the interest therein of Publix (or Publix's Landlord if Publix's interest is through a lease), any lien, charge or encumbrance whatsoever. If, because of any act or omission of Licensee, any such lien, charge or encumbrance shall be imposed, claimed or filed, Licensee shall, at its sole cost and expense, cause the same to be fully paid and satisfied or otherwise discharged of record (by bonding or otherwise) and Licensee shall indemnify and save and hold Publix (and Publix's Landlord, if applicable) harmless from and against any and all costs, liabilities, suits, penalties, claims and demands whatsoever, and from and against any and all attorneys' fees, at both trial and all appellate levels, resulting or on account thereof and therefrom. In the event that Licensee shall fail to comply with the foregoing provisions of this Section, Publix (and Publix's Landlord, if applicable) shall have the option of paying, satisfying or otherwise discharging (by bonding or otherwise) such lien, charge or encumbrance and Licensee agrees to reimburse Publix (and Publix's Landlord, if applicable), upon demand and as Additional Fees, for all sums so paid and for all costs and expenses incurred by Publix (and Publix's Landlord, if applicable) in connection therewith, together with interest thereon, until paid. The parties hereto intend for this Agreement to create only a license to use the Shopping Center Pylon as described herein; and nothing herein shall be deemed or construed to convey to Licensee any interest in real property, including without limitation the Shopping Center or Shopping Center Pylon. This License is not intended in any way to amend, expand, limit or otherwise modify the terms and conditions of or party responsibilities under the Lease.

7. RECORDING; ENTIRE AGREEMENT; ATTORNEY'S FEES; JURY TRIAL; JURISDICTION AND VENUE; COUNTERPARTS: This License shall not be recorded by either party. This License is the entire agreement between the parties and, except as otherwise provided herein, can only be changed, modified, amended or terminated by an instrument in writing executed by the parties. If either party shall bring an action to recover any sum due hereunder, or for any breach hereunder, and shall obtain a judgment or decree in its favor, the court may award to such prevailing party its reasonable costs and reasonable attorneys' fees, specifically including reasonable attorneys' fees incurred in connection with any appeals. The parties hereby mutually waive their right to a jury trial. This License shall be governed by, and construed in accordance with, the laws of the state in which the Shopping Center Pylon is located. Any legal proceedings arising pursuant to this License shall be instituted in, and the parties each hereby submit themselves to the jurisdiction of, the Circuit Court for Polk County, Florida. This License may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute one instrument.

]SIGNATURE, WITNESSES, NOTARY FOR LICENSEE (TENANT) AND PUBLIX (LANDLORD)]

RIDER 1.1(m)

GUARANTY AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

THIS GUARANTY (the "Guaranty") is executed and delivered this 1st day of September, 2011, by **MARK D. MILLS** (SS# XXX-XX-8041) and **MARY J. MILLS** (SS# XXX-XX-5551), husband and wife (hereinafter, collectively, "Guarantor"), in favor of **PUBLIX SUPER MARKETS, INC.**, a Florida corporation ("Landlord").

RECITALS:

A. **SIR GALLOWAY DRY CLEANERS, CIN.**, a Florida organized and existing under the laws of the State of Florida ("Tenant"), and Landlord are parties to that certain Lease Agreement dated on or about the date herewith (the "Lease").

B. In consideration of and as a material inducement to the Lease, Guarantor has agreed to execute and deliver to Landlord this Guaranty.

C. Guarantor acknowledges that Landlord would not have entered into the Lease without the execution and delivery by Guarantor of this Guaranty.

NOW THEREFORE, in consideration of the Premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Guarantor, Guarantor hereby agrees in favor of Landlord (and Landlord's successors and assigns) as follows:

1. Guarantor absolutely, unconditionally and irrevocably guarantees the prompt and complete payment and performance when due, whether by acceleration or otherwise, of all obligations, liabilities and covenants, whether now in existence or hereafter arising, of Tenant to Landlord, and arising under the Lease, including without limitation all amounts due to Landlord as rent or otherwise under the Lease (the "Obligations"). Guarantor hereby agrees to pay punctually, upon written demand by Landlord, each such Obligation which is not paid as and when due and payable by Tenant, in like manner as such amount is due from Tenant. For purposes hereof, the Obligations shall be due and payable when due and payable under the terms of the Lease notwithstanding the fact that the collection or enforcement thereof as against Tenant may be stayed or enjoined under Title 11 of the United States Code or similar applicable law. This Guaranty is one of payment and not of collection.
2. Guarantor's obligations under this Guaranty are absolute and unconditional and shall not be affected by the genuineness, validity, regularity or enforceability of the Obligations or the Lease, or by any other circumstance relating to the Obligations or the Lease that might otherwise constitute a legal or equitable discharge of or defense of a guarantor or surety. Guarantor hereby irrevocably waives any and all suretyship defenses, defenses that could be asserted by Tenant (except payment) and all other defenses that would otherwise be available to Guarantor. All payments by Guarantor pursuant to this Guaranty shall be made without setoff. Landlord shall not be obligated to file any claim relating to the Obligations in the event that Tenant becomes subject to a bankruptcy, reorganization or similar proceeding, and the failure of Landlord so to file shall not affect Guarantor's obligations under this Guaranty. Guarantor irrevocably waives any right to require Landlord to pursue any other remedy in Landlord's power whatsoever, whether against Tenant or any other obligor principally or secondarily obligated with respect to the Obligations. Guarantor irrevocably waives any defense arising by reason of any disability, bankruptcy, reorganization or similar proceeding involving Tenant. In the event that any payment in respect of any Obligations is rescinded or must otherwise be returned for any reason whatsoever, Guarantor shall remain liable under this Guaranty in respect of such Obligations as if such payment had not been made.
3. Guarantor agrees that Landlord may at any time and from time to time, either before or after the maturity thereof, without notice to or further consent of Guarantor, extend the time of payment of, or renew, any of the Obligations, and may also make any agreement with Tenant or with any other party to or person liable on any of the Obligations, or interested therein, for the extension, renewal,

payment, compromise, waiver, discharge or release thereof, in whole or in part, or for any amendment or modification of the terms thereof or of the Lease or any other agreement between Landlord and Tenant or any such other party or person, without in any way impairing, releasing or affecting the liabilities of Guarantor under this Guaranty.

4. Guarantor will not exercise any rights that it may acquire by way of subrogation until all of the Obligations to Landlord shall have been indefeasibly paid in full. Any amount paid to Guarantor in violation of the preceding sentence shall be held in trust for the benefit of Landlord and shall forthwith be paid to Landlord to be credited and applied to the Obligations whether matured or unmatured. Guarantor hereby subordinates any and all liabilities and indebtedness to Guarantor to the prior indefeasible payment in full of the Obligations.
5. This Guaranty shall remain in full force and effect and be binding upon Guarantor, its successors and assigns until the earlier of: (i) twenty-four months from the Commencement Date of the Lease; (ii) all of the Obligations have been satisfied in full; or (iii) the Lease shall have been terminated or fully performed. This Guaranty may not be modified, discharged or terminated orally or in any manner other than by an agreement in writing signed by Landlord and Guarantor. This is a continuing Guaranty relating to all Obligations, including any arising during any holdover term or arising under transactions renewing or extending the term of the Lease, changing the terms of any Obligations, or creating new or additional Obligations after prior Obligations have in whole or in part been satisfied, regardless of any lapse of time. If any of the present or future Obligations are guaranteed by persons, partnerships, corporations or other entities in addition to Guarantor, the death, release or discharge, in whole or in part, or the bankruptcy, liquidation or dissolution of one or more of them shall not discharge or affect the liabilities of Guarantor under this Guaranty. The obligations of Guarantor hereunder shall be additional to, and not in substitution for, any security or other guarantee or indemnity at any time existing in respect of Tenant's obligations, liabilities and covenants under the Lease. If Guarantor is more than one individual or entity, such individuals or entities acknowledge and agree their duties, responsibilities, and obligations under this Guaranty are joint and several.
6. No failure on the part of Landlord to exercise, and no delay in exercising, any right, remedy or power under this Guaranty shall operate as a waiver thereof, nor shall any single or partial exercise by Landlord of any right, remedy or power under this Guaranty preclude any other or future exercise of any right, remedy or power under this Guaranty. Each and every right, remedy and power granted to Landlord under this Guaranty or allowed it by law or by the Lease or any other agreement shall be cumulative and not exclusive of any other, and may be exercised by Landlord from time to time.
7. Guarantor hereby waives notice of acceptance of this Guaranty and notice of any obligation or liability to which it may apply, and waives presentment, demand for payment, protest, notice of dishonor or non-payment of any such obligation or liability, suit or the taking of other action by Landlord against, and all other notices whatsoever to Tenant, Guarantor or others.
8. Landlord may at any time and from time to time without notice to or consent of Guarantor and without impairing or releasing the obligations of Guarantor hereunder: (a) take or fail to take any action of any kind in respect of any security for any obligation, covenant or liability of Tenant to Landlord; (b) exercise or refrain from exercising any rights against Tenant or others; (c) compromise or subordinate any obligation or liability of Tenant to Landlord including any security therefor; (d) consent to the assignment by Tenant of its interest in the Lease; or (e) consent to any other matter or thing under or relating to the Lease. Guarantor waives trial by jury in any action, proceeding or counterclaim, involving any matters whatsoever arising out of or in any way connected with the Guaranty. Guarantor agrees to reimburse Landlord for all costs and attorneys' fees incurred by reason of Landlord having to enforce this Guaranty.
9. Guarantor represents and warrants to Landlord that: (a) the Lease has been duly authorized, executed and delivered by Tenant and is a legal, valid and binding Instrument enforceable against Tenant in accordance with its terms; and (b) this Guaranty has been duly authorized, executed and delivered by Guarantor and is a legal, valid and binding instrument enforceable against Guarantor in accordance with its terms.

10. Guarantor may not assign its rights nor delegate its obligations under this Guaranty, in whole or in part, without prior written consent of Landlord, and any purported assignment or delegation absent such consent is void. This Guaranty shall remain in full force and effect notwithstanding: (a) any assignment or transfer by Tenant of its interest in the Lease (in which case this Guaranty shall apply, from and after such assignment or transfer, to all of the obligations, liabilities and covenants of the assignee or transferee under the Lease); or (b) any assignment or transfer by Landlord of its interest in the Lease (in which case Guarantor's obligations under this Guaranty shall inure to the benefit of Landlord's assignee or transferee), in each case irrespective of whether Guarantor has notice of or consents to any such assignment or transfer.
11. THIS GUARANTY SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF FLORIDA WITHOUT GIVING EFFECT TO PRINCIPLES OF CONFLICTS OF LAW. GUARANTOR AND LANDLORD JOINTLY AND SEVERALLY AGREE TO THE EXCLUSIVE JURISDICTION OF COURTS LOCATED IN THE STATE OF FLORIDA, UNITED STATES OF AMERICA, OVER ANY DISPUTES ARISING OR RELATING TO THIS GUARANTY.

IN WITNESS WHEREOF, this Guaranty has been executed and delivered as of the date and year first above written.

Signed, sealed and delivered in the presence of:

GUARANTOR

[Signature]
Print Name: Justa Hernandez

[Signature]
MARK D. MILLS

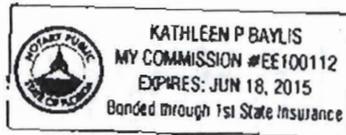
Reina Rivera
Print Name: Reina Rivera
Two witnesses as to Guarantor

STATE OF Florida
COUNTY OF Miami-Dade

The foregoing instrument was signed, sealed, delivered, and acknowledged before me this 1st day of September 2011, by MARK D. MILLS, who is personally known to me or who produced _____ as identification.

(Notary Seal)

My Commission Expires:
June 18, 2015



[Signature]
Notary Public

Signed, sealed and delivered in the presence of:

GUARANTOR

[Signature]
Print Name: Justa Hernandez

[Signature]
MARY J. MILLS

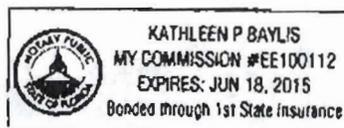
Reina Rivera
Print Name: Reina Rivera
Two witnesses as to Guarantor

STATE OF Florida
COUNTY OF Miami-Dade

The foregoing instrument was signed, sealed, delivered, and acknowledged before me this 1st day of September 2011, by MARY J. MILLS, who is personally known to me or who produced _____ as identification.

(Notary Seal)

My Commission Expires:
June 18, 2015



[Signature]
Notary Public

RIDER 1.1(n)

WORK LETTER

This Work Letter sets forth the obligations of Landlord and Tenant in preparation of the Premises for Tenant's intended use. All capitalized terms shall have the meaning ascribed to them in the Lease, unless otherwise defined herein.

A. Procedure for the Preparation and Approval of Working Drawings and Specifications.

1. Tenant shall, within forty-five (45) days after the date of execution of this Lease, deliver to Landlord for its review and approval two full sets of construction plans signed and sealed by the architect or engineer of record, together with an outline of specifications including the materials, fixtures and color scheme to be used in the Premises, including all minimum required design information set forth in paragraph E, below (the construction plans, specifications, and all other documents required by Landlord for approval are hereinafter collectively referred to as the "Plans") (all work to be performed, and Improvements made by Tenant pursuant to the Plans is hereinafter referred to as the "Tenant Improvements"). Storefront elevations shall include specification of materials and color scheme.

2. Landlord shall have thirty (30) days to review Tenant's Plans. Upon review, Landlord will return one set of the submitted construction plans to Tenant either marked "Approved" or, if not approved by Landlord, marked with comments as to the reason for disapproval. If the Plans are disapproved, Tenant shall address the comments located thereon and shall resubmit two revised sets of plans, signed and sealed by the architect or engineer of record. If the Plans are returned to Tenant marked "Approved," Tenant shall construct the Tenant Improvements in strict accordance with the Plans, and shall not make any modifications to the Plans without the prior written consent of Landlord.

3. If Tenant fails to submit the Plans within the time period provided in paragraph A.1. above, Landlord may, at its option, in addition to all other remedies available for Tenant's default, have the sole right to cancel the Lease. Indulgences granted to Tenant shall not be construed to be a waiver of the provisions of this paragraph. Time is of the essence of this agreement.

B. Landlord's Work. LANDLORD HAS NO OBLIGATION TO PERFORM ANY WORK WITHIN THE PREMISES OR THE SHOPPING CENTER UNLESS STATED IN AN EXHIBIT TO THIS WORK LETTER. IF NO EXHIBIT IS ATTACHED (AND SIGNED BY BOTH LANDLORD AND TENANT), TENANT AGREES TO ACCEPT THE PREMISES IN THEIR CONDITION "AS IS" AND SHALL BE OBLIGATED TO PERFORM SUCH WORK AS IS NECESSARY TO RENDER THE PREMISES USEFUL FOR THE PURPOSES LEASED.

C. Tenant's Work. All work not specifically described as Landlord's obligation in an Exhibit shall be the obligation of Tenant and shall be performed in accordance with the approved Plans at the sole cost of Tenant. The following work shall be at the sole expense of Tenant and shall be subject to the approval of Landlord, unless otherwise expressly provided herein:

1. Furniture and Fixtures - all furniture, furnishings, trade fixtures and related parts, all of which shall be new unless otherwise approved by Landlord.

2. Fixture and Equipment Connections - electrical and mechanical connection of all merchandising, lighting, floor and wall fixtures or equipment and related parts, including kitchen and food service equipment and other equipment peculiar to Tenant's occupancy.

3. Approved Fire Protection Devices - approved fire extinguishers or fire protection devices in size, type and quantity through the Premises as required by code and standards of governing insurance rating boards.

4. All Signs and Graphics - the design, installation and location of all signs, exit signs and emergency lighting, subject to any applicable sign criteria set forth in Section 24.1 of the Lease.

5. Ceilings - all ceilings, including lighting coves and other special effects.

6. Show Window Backgrounds - all show window backgrounds, show windows, show window floors, show window ceilings and show window lighting installations.

7. Walls and Wall Finishes - all interior partition walls within the Premises and all finishes on walls,

JC



including the finishes required on all partitions erected by Landlord.

8. Doors - all doors and hardware within the Premises. Service doors to exterior are provided by Landlord.
9. Floor Coverings - all floor coverings and floor finishes.
10. Interior Final Finishes - all interior painting, papering, paneling and decoration.
11. Plumbing - all plumbing, including connections to utility systems.
12. Electrical and Telephone Systems and Equipment - furnishing and installation of all interior distribution panels, lighting panels, power panels, conduits, outlet boxes, switches, outlets, wiring, lighting fixtures and lamping; furnishing and installation of conduit and outlets as required for Tenant's telephone service.
13. HVAC - any upgrades to the HVAC system required by Tenant's intended use of the Premises.

D. General.

1. Landlord, Tenant or utility company shall have the right, subject to Landlord's approval, to run utility lines, pipes, roof drainage pipes, conduit, wire or duct work, where necessary, through attic space, column space or other parts of the Premises, and to maintain same in a manner which does not interfere unnecessarily with Tenant's use thereof.
2. Tenant shall prepare all its Plans and perform all its work to comply with all governing statutes, ordinances, regulations, codes and insurance rating boards; take out all necessary permits and obtain certificates of occupancy for the work performed by Tenant, all subject to Landlord's approval. Tenant shall further pay all utility deposits and government impact fees.
3. The concrete floor will be designed to support a uniformly distributed load. Should Tenant desire a heavier loading, Tenant agrees to pay the cost of engineering and the cost of providing such heavier loading capacity.
4. All work done on the Premises by Tenant must be performed by licensed contractors approved by Landlord. Tenant's contractors shall be required to waive all lien rights against Landlord's interest in the Shopping Center.
5. All meters required for utility services shall be furnished and installed at Landlord's expense. Landlord will pay for all utilities up until the date Tenant is given notice of delivery of the Premises or the Commencement Date, whichever is sooner, at which date the payment of all utility bills shall become the sole responsibility of Tenant.

E. Minimum Required Design Information. The following is the minimum required design information required by Landlord for approval of Plans:

1. Engineering/Architecture.
 - (a) Floor plan indicating location of existing walls and location of any new walls to be constructed, with appropriate wall sections;
 - (b) Floor plan indicating location and type of existing equipment and location and type any new equipment to be installed;
 - (c) Floor plan indicating location and type of existing fixtures and location and type of any new fixtures to be installed;
 - (d) Floor and roof plans indicating location of any existing roof penetrations and indicating location, size and structural support of any new roof penetrations;
 - (e) Floor plan indicating location of existing concrete floor slab penetrations and location of any new concrete floor slab penetrations;
 - (f) Floor plan indicating location of any existing exterior wall penetrations and location of any new exterior wall penetrations; and
 - (g) The architect or engineer of record must verify that the existing, or new if modified, floor plan, including restrooms, meets all federal, state and local health and safety requirements, including the

requirements of the Americans with Disabilities Act.

2. Structural.

- (a) The architect or engineer of record must verify the size of the existing structural elements and verify their ability to support existing loads and new load requirements imposed by Tenant's equipment and Improvements;
- (b) Floor plan must indicate the location and method of any connections or modifications to existing structural elements;
- (c) Floor plan indicating location of existing walls and location of any new walls to be constructed, with appropriate wall sections and method of attachment to the floor and roof structures; and
- (d) Floor plan indicating location of existing concrete floor slab penetrations and location of any new concrete floor slab penetrations.

3. Electrical.

- (a) The architect or engineer of record must verify that existing and/or new electrical service is adequate to support the load of existing equipment and fixtures and the additional load of any new equipment and fixtures to be installed by Tenant;
- (b) Plans indicating the location, type, size and capacity of existing wiring, conduit and panels and the location, type, size and capacity of new wiring, conduit and panels;
- (c) Floor plan indicating the location of new and existing equipment and appropriate electrical circuits; and
- (d) Floor plan indicating the location and type of new and existing fixtures and appropriate electrical circuits.

4. Plumbing.

- (a) The architect or engineer of record must verify that existing and/or new plumbing service is adequate to support the load of existing fixtures and equipment and the additional loads of any new fixtures and equipment;
- (b) Floor plan indicating the location and type of existing and new equipment and the appropriate service for such equipment; and
- (c) Floor plan indicating the location and type of existing and new fixtures and the appropriate service for such fixtures.

5. HVAC. The architect or engineer of record must verify that the existing and/or new HVAC service is adequate to support any additional load created by new equipment, fixtures, air quality requirements and/or Tenant's intended use of the Premises.

6. Fire Protection. Two copies of the Plans for fire protection systems, signed and sealed by the architect or engineer of record, must be submitted to Landlord for review and approval.

7. Roofing.

- (a) All roof penetrations that are approved by Landlord must be performed by Landlord's approved roofing contractor.
- (b) NOTE: It is Landlord's policy to minimize the number and size of roof penetrations and all submittals and requests will be reviewed accordingly.

F. Landlord's Approval. Tenant shall promptly notify Landlord upon completion of the Tenant Improvements. Landlord may inspect the Premises and the Tenant Improvements within fourteen (14) days of receipt of Tenant's notice to verify conformance with the Plans, and to provide Tenant with a list of items, if any, that do not so conform (the "Punch List"). Tenant shall have fourteen (14) days from receipt of the Punch List to bring such items into conformance. If Tenant fails to bring the items on the Punch List into conformance with the Plans, Landlord may, but shall not be obligated to, bring such items into conformance at Tenant's expense. Any amounts expended by Landlord on Punch List Items shall be considered Additional Rent.

(End of Work Letter)



JC

EXHIBIT TO WORK LETTER

1. Prior to delivering possession of the Premises to Tenant, Landlord will install in accordance with applicable code: (i) a demising wall such that the Leased Area may be created within the larger unit 5B space existing prior to creation of the Leased Area; and (ii) one (1) standard front entry door to the Premises. The demising wall shall be complete from floor to ceiling and sanded smooth to receive finish.
2. Prior to delivering possession of the Premises to Tenant, Landlord will replace the existing heating, ventilation, and air conditioning systems ("HVAC") with a four (4) ton capacity HVAC unit.
3. Prior to delivering possession of the Premises to Tenant, Landlord will install in the Premises one (1) bathroom in accordance with applicable code and the ADA (as defined in the Lease) at the NE corner of the Premises or, if not allowed or not practicable, at such other location within the Premises mutually acceptable to the parties.
4. Prior to delivering possession of the Premises to Tenant, Landlord will furnish a separate electrical meter for the Premises, with a no less than 150 AMP circuit breaker panel.
5. Prior to delivering possession of the Premises to Tenant, Landlord will furnish for Tenant's use a fire sprinkler and alarm system serving only the Premises.
6. Prior to delivering possession of the Premises to Tenant, Landlord will restripe the parking field along the south side of the Premises to facilitate vehicles pulling up to the Window Improvements (as defined in Rider 1.1(1)) and to help Tenant prevent vehicles from blocking Window Improvement access.

(End of Exhibit to Work Letter)



JC

PLANS & SURVEY

VPB-12-007 SIR GALLOWAY DRY CLEANERS

20' X 6' = 120 S.F. (Publix)
 20' X 6' = 120 S.F. (CVS)
 6' X 6' = 36 S.F. (4 smaller signs)

276 S.F.

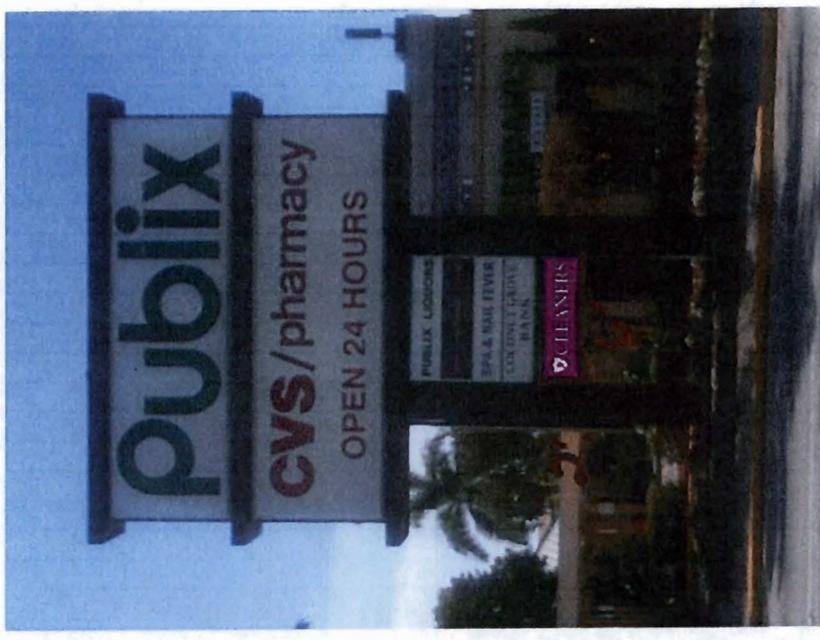
Existing Sign 276 S.F.



276 S.F. (existing sign)
 125 S.F. (proposed sign)

200 S.F.

Proposed Sign 200 S.F.



RECEIVED

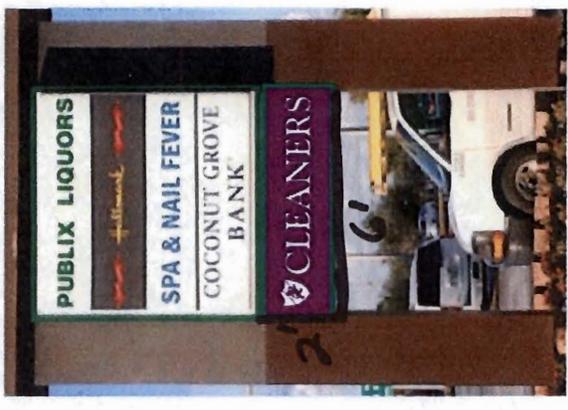
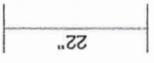
Zoning Department

8/15/12

Two(2) Single Face Internally Illuminated Between Poles Cabinets with Flat Plastic faces

Building & Zoning Department

By: *[Signature]*



UNDERWRITERS LABORATORIES INC. LISTED



14080 SW 143 Court
 Miami Florida 33186
 fax: 305.266.8959
 email: info@saulsigns.com
 www.saulsigns.com
 ph: 305.266.8484

Job: SIR GALLOWAY CLEANERS
 Address: 14600 SOUTH DIXIE HWY.
 Municipality: PALMETTO BAY

Date: 04/03/12
 Sales: JOEL HERNANDEZ
 Scale: N.T.S

Proposed Sign

ZONING HISTORY

VPB-12-007 SIR GALLOWAY DRY CLEANERS

Heard 11.21.49
COPY

RESOLUTION NO. 3480

The following resolution was offered by Commissioner

Preston B. Bird, seconded by Commissioner C. D. MacVicar

and upon vote duly adopted:

WHEREAS Martin S. Wucher and Samuel Abrahams have applied for a change of zone from DU (interim) to DU-2A (special business-manufacturing), to permit a drive-in theatre on the N $\frac{1}{2}$ SW $\frac{1}{4}$ NW $\frac{1}{4}$ SE $\frac{1}{4}$ and N $\frac{1}{2}$ SE $\frac{1}{4}$ NW $\frac{1}{4}$ SE $\frac{1}{4}$, lying east of State Road No. 5 (U. S. Highway No. 1) in Section 21, Township 55 south, Range 10 east; east side of U. S. Highway No. 1, approximately 700 feet south of Mitchell Drive, and

WHEREAS a public hearing of the Dade County Zoning Commission was held and advertised by the Zoning Director, as required by law, and, after hearing all interested parties and considering the adjacent areas, the Zoning Commission recommended the application for approval on the following conditions:

1. That the exit lane be one-car width only.
2. That the theatre and attraction board be so created as to provide an additional 50 feet for the widening of U. S. Highway No. 1.
3. That only one (1) entrance and one (1) exit be permitted to U. S. Highway No. 1.
4. That the applicant install the proposed traffic signal, at his own expense, and in accordance with State Road Department and County Engineer requirements.

The Zoning Commission further recommended that the applicant's offer for dedications be accepted, and

WHEREAS it appears to this Board that the change of zone and permit for drive-in theatre would be in accord with the overall comprehensive zoning plan for Dade County, Florida, provided the applicant modifies his lay-out so as to provide additional area to eliminate any piling up of cars on the Federal Highway and to eliminate any possible traffic hazard on said highway; said layout of the project to be subject to the approval of the County Zoning Director.

NOW THEREFORE BE IT RESOLVED by the Board of County Commissioners for Dade County, Florida that the change of zone and permit, as recommended by the Zoning Commission, be and the same, are hereby approved, as modified by this Board.

The Zoning Director is hereby directed to make the necessary changes and notations upon the maps and records of the Dade County Planning, Zoning and Building Department.

Adopted this 6th day of December, 1949.

XXXX

December 8, 1949

Mr. Martin S. Wucher
940 North West 39 Court
Miami, Florida

Dear Mr. Wucher:

Enclosed herein is a copy of Resolution No. 3480, adopted by the Board of County Commissioners for Dade County, Florida on December 6, 1949, approving your requested change of zone to permit a drive-in theatre on a portion of the SE $\frac{1}{4}$ of Section 21, Township 55 south, Range 40 east. Please note the conditions upon which said permit will be issued.

Dedication for widening U. S. Highway No. 1 may be made with Mrs. DeLapp, County Engineer's Office, 13th floor, Court House, Miami.

Very truly yours,

DADE COUNTY PLANNING, ZONING & BLDG. DEPT.

C. C. Czebrinski

CCC:A
Enc.

cc: Mrs. DeLapp

5/1955

RESOLUTION NO. 8306

The following resolution was offered by Commissioner _____
 Preston B. Bird _____, seconded by Commissioner _____
 Hugh Peters _____, and upon vote duly adopted:

WHEREAS, Eugene Fleischer has applied for a change of zone from GU (Interim) to RU-1 (One Family Residential) and RU-2 (Two Family Residential), 10,000 cubic feet minimum, to permit recording of a plat and development for single family residential use and for duplex use on that property described as the S $\frac{1}{2}$ SW $\frac{1}{2}$ NE $\frac{1}{4}$ SE $\frac{1}{4}$ and the SE $\frac{1}{4}$ NE $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 21, Township 55 South, Range 40 East; West side of Galloway Road, 1300 feet South of Mitchell Drive, Dade County, Florida, and

WHEREAS, a public hearing of the Dade County Zoning Commission was advertised and held as required by law, and after hearing all interested parties and considering the adjacent areas, the Zoning Commission recommended that the application be approved subject to the following conditions:

1. That the property fronting on Galloway Road be zoned LRU (limited Residential) 12,500 cubic feet minimum; that the balance of the property be zoned RU-1 (Single Family Residential) and RU-2 (Two Family Residential) 10,000 cubic feet minimum as requested.
2. That the property along Galloway Road have a frontage of approximately 125 feet.

WHEREAS, it appears to this Board that the changes of zone as recommended by the Zoning Commission would be in accord with the overall comprehensive zoning plan for Dade County, Florida;

NOW THEREFORE BE IT RESOLVED by the Board of County Commissioners, Dade County, Florida, that the East 158 feet of the SE $\frac{1}{4}$ NE $\frac{1}{4}$ SE $\frac{1}{4}$ be, and the same is hereby zoned LRU (limited Residential) 12,500 cubic feet minimum, and

That the SE $\frac{1}{4}$ NE $\frac{1}{4}$ SE $\frac{1}{4}$, less the East 158 feet be, and the same is hereby zoned RU-1 (One Family Residential) 10,000 cubic feet minimum, and

That the S $\frac{1}{2}$ SW $\frac{1}{2}$ NE $\frac{1}{4}$ SE $\frac{1}{4}$ be, and the same is hereby zoned RU-2 (Two Family Residential) 10,000 cubic feet minimum, and

That the property along Galloway Road have a frontage of approximately 125 feet.

The Zoning Director is hereby directed to make the necessary changes and notations upon the maps and records of the Dade County Planning, Zoning and Building Department.

PASSED AND ADOPTED this 10th day of May , 1955.

HEARD 1-17-55

May 11, 1955

Mr. Eugene Fleischer
7152 SW 66th Street
Miami, Florida

Dear Sir:

I am enclosing, herewith, a copy of Resolution No. 8306 adopted by the Board of County Commissioners, Dade County, Florida, approving certain changes of zone on your property in the SE $\frac{1}{4}$ of Section 21-55-40.

Please note that a portion of said property along Galloway Road is zoned LRU, a portion of it is zoned RU-1 and the balance, RU-2.

Very truly yours,

DADE COUNTY PLANNING, ZONING & BLDG. DEPT.

C. C. Czebrinski

CCC/vd

Enclosure

cc: Cook
Czebrinski
Information
Rogers
File ✓

Harvey
Kaiser

TENTATIVE PLAT OF

A SUBDIVISION OF THE S 1/2, OF THE SW 1/4, OF THE NE 1/4, OF THE SE 1/4,
 AND
 A SUBDIVISION OF THE SE 1/4, OF THE NE 1/4, OF THE SE 1/4, ALL IN
 SECTION 21 - TOWNSHIP 35 S - RANGE 40 E, DADE COUNTY, FLORIDA.

FOR
 GENE FLEISHER

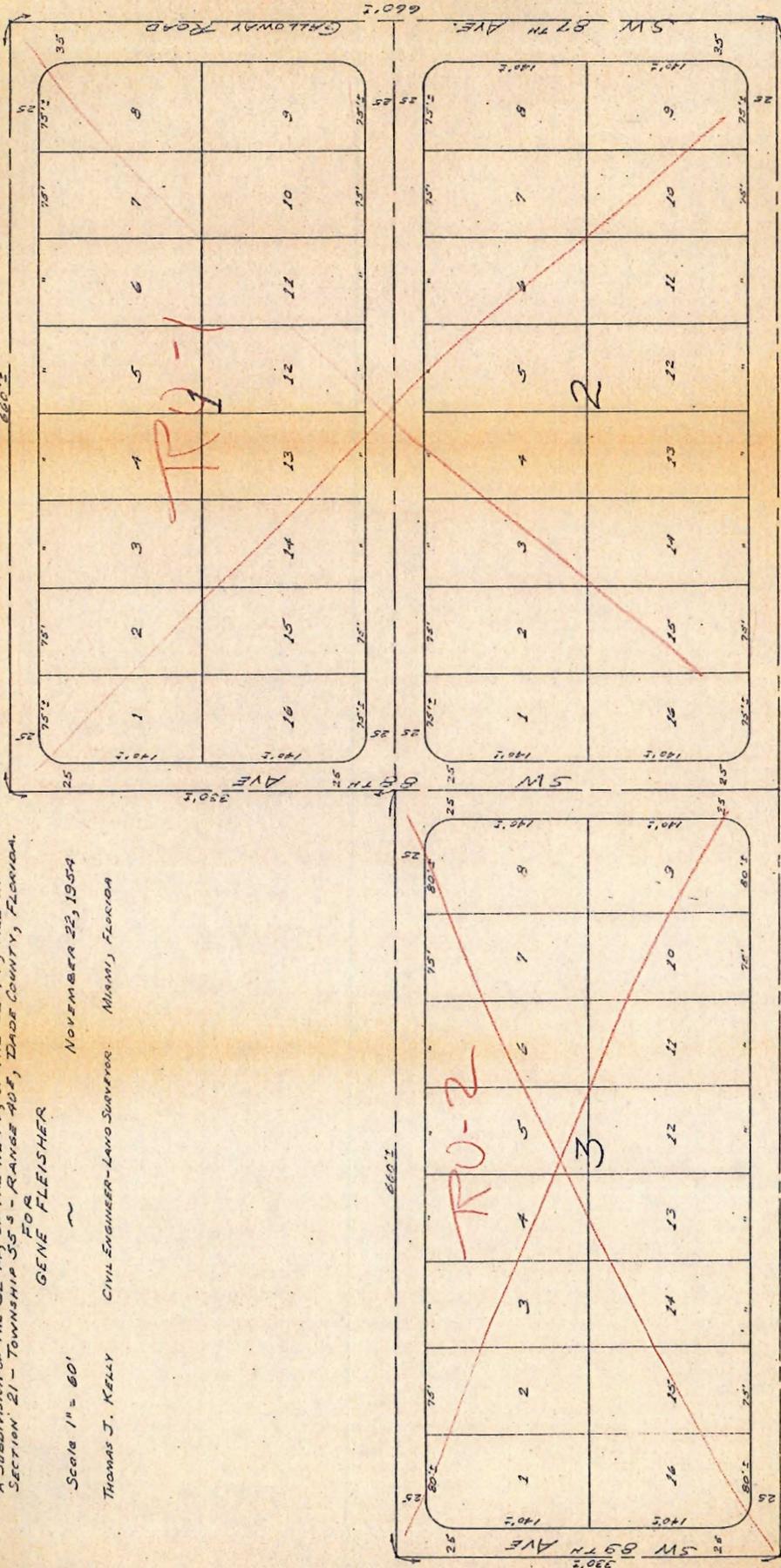
Scale 1" = 60'

NOVEMBER 22, 1934

THOMAS J. KELLY

CIVIL ENGINEER-LAND SURVEYOR.

MIAMI, FLORIDA



6/1955

RESOLUTION NO. 8429

The following resolution was offered by Commissioner _____
 _____, seconded by Commissioner _____
 _____, and upon vote duly adopted:

WHEREAS, W. L. and D. K. McComas have applied for a change of zone from GU (Interim), 3,000 c.f., to BU-2A (Special Business - Masonry), 9,100 c.f., and a special permit, and to RU-2 (Two Family Residential) on the $S\frac{1}{2}$ $SW\frac{1}{4}$ $NE\frac{1}{4}$ $SE\frac{1}{4}$ of Section 21, Township 53 South, Range 40 East; North side of SW 148th Street, 330' East of U. S. Highway #1, Dade County, Florida; special permit requested for the expansion of an existing drive-in theater (Dixie Drive-in) and to permit recording of a plat for two-family use on the North side of SW 148th Street to a depth of 141', and

WHEREAS, a public hearing of the Dade County Zoning Commission was advertised and held as required by law, and after hearing all interested parties and considering the adjacent areas, the Zoning Commission recommended that the application be approved on a special permit basis subject to the following conditions:

1. That the North and East lines of the existing theater be enclosed with a CBS wall and that the wall be extended along the East and South lines of the expansion area.
2. That proper drainage, as may be approved by the County Engineer, be provided in the old and new sections of the theater.
3. That a plot use plan be submitted to and meet with the approval of the Zoning Director; and the County Engineer, said plan to include among other things walls, landscaping, holding area, tie-in with old section of theater, type and location of signs, etc.
4. That the use be established and maintained in accordance with the approved plan.
5. That if the State Road Department requires a traffic light, the same shall be paid for by the applicant.
6. That no speakers, other than individual car type speakers be permitted and the volume of the same be controlled so that they shall not be objectionable to the surrounding neighborhood, and

WHEREAS, the proponents and opponents of the application have appeared before this Board, and after due and proper consideration had been given to the matter, it appears to this Board that the

application, as recommended by the Zoning Commission, should be approved with certain modifications;

NOW THEREFORE BE IT RESOLVED by the Board of County Commissioners, Dade County, Florida, as follows:

1. That the South 141' of the property in question be and the same is hereby zoned RU-2 (10,000 c.f. minimum).
2. That a special permit for expansion of the drive-in theater be approved on the following conditions:
 - a. That the North and East lines of the existing theater be enclosed with a CBS wall and that the wall be extended along the East and South lines of the expansion area; that the construction of the North wall be begun immediately and completed as expeditiously as possible, and that the construction of the balance of the wall be completed on or before the expiration of twelve (12) months from the date of this resolution.
 - b. That proper drainage, as may be approved by the County Engineer, be provided in the old and new sections of the theater.
 - c. That a plot use plan be submitted to and meet with the approval of the Zoning Director and the County Engineer; said plan to include, among other things, walls, landscaping, holding area, tie-in with old section of theater, type and location of signs, etc.
 - d. That the use be established and maintained in accordance with the approved plan.
 - e. That if the State Road Department requires a traffic light, the same shall be paid for by the applicant.
 - f. That no speakers, other than individual car type speakers be permitted and the volume of the same be controlled so that they shall not be objectionable to the surrounding neighborhood.

The Zoning Director is hereby directed to make the necessary changes and notations upon the maps and records of the Dade County Planning, Zoning and Building Department.

PASSED AND ADOPTED this 14th day of June, 1955.

HEARD 5-19-55

February 16, 1956

W. L. and D. K. McComas
7751 Bird Road
Miami, 43, Florida

Gentlemen:

I am enclosing, herewith, a copy of Resolution No. 9293, adopted by the Board of County Commissioners, Dade County, Florida, amending certain conditions of Resolution No. 8429.

I would suggest that upon receipt of this letter, you contact the writer in reference to the portable agreement required under the resolution.

Very truly yours,

DADE COUNTY PLANNING, ZONING & BLDG. DEPT.

Chester C. Czebrinski
Deputy Director

CCC/vd
Enclosure

cc: Cook
Czebrinski
Information
File ✓

File

June 17, 1955

Messrs. W. L. & D. K. McGomas
7751 Bird Road
Miami 43, Florida

Gentlemen:

Enclosed is a copy of Resolution No. 8429, adopted by the Board of County Commissioners, Dade County, Florida, approving a special permit for the expansion of the Dixie Drive-In theater. Please note the conditions under which said approval has been granted. I would suggest that the required plot use plan be submitted to this office for approval of the Zoning Director as soon as possible before detailed plans are prepared.

Inasmuch as the resolution required clearance from the State Road Department and the County Engineer, I would suggest that both these agencies be contacted and their approval secured on the plan before it is brought to this office.

Very truly yours,

DADE COUNTY PLANNING, ZONING & BLDG. DEPT.

G. G. Czebrinski

CCC/s--Enc.

CC: E. A. Anderson
County Engineer

Info
Rogers
Cook
File

9/1954

RESOLUTION NO. 7432

The following resolution was offered by Commissioner Preston B. Bird,
seconded by Commissioner Grant Stockdale, and upon vote duly adopted:

WHEREAS, Eugene Fleischer has applied for a change of zone from GU (3,000 cubic feet) to RU-3B and BU-1A masonry (7500 cubic feet) to permit stores, motel, trailer park, service station, and Country store in the trailer park area on the $N\frac{1}{2}$ SE $\frac{1}{4}$ NE $\frac{1}{4}$ SE $\frac{1}{4}$ and S $\frac{1}{2}$ N $\frac{1}{2}$ SE $\frac{1}{4}$ lying East of U. S. Highway #1, Section 21, Township 55 South, Range 40 East; said business area to be located on the East side of U. S. Highway #1 extending to a depth of 440'; said property being on the East side of U. S. Highway #1, SW 146th to 148th Streets, Dade County, Florida, and

WHEREAS, a public hearing of the Dade County Zoning Commission was advertised and held as required by law, and after hearing all interested parties, and considering the adjacent neighborhood, the Zoning Commission recommended that the application be approved on a special permit basis for the uses requested, in accordance with the plans submitted only to the depth of the drive-in theater zone, that the balance of the application be denied, and

WHEREAS, the proponents and opponents to the application have appeared before this Board and the matter was deferred for a personal inspection by this Board, and after said inspection had been made and after due and proper consideration had been given to the matter, it appears to this Board that the requested changes of zone should be denied; that the requested trailer park use be denied, but that a special permit be approved for the other requested uses including the service station, restaurant, motel, etc. for a depth of 400' along the U. S. Highway #1 frontage on the following conditions:

1. That a plot use plan be submitted to and meet with the approval of the Zoning Director; said plan to include among other things, location of proposed structures, landscaping, parking layout, etc.
2. That the use be established and maintained in accordance with the terms and conditions of this resolution and subject to cancellation for any violation thereof.

~~NOW THEREFORE BE IT RESOLVED~~ by the Board of County Commissioners, Dade County, Florida, that the requested change of zone be, and the same is hereby denied; that the requested trailer park use be and the same is hereby denied, but that a special permit for the other requested uses including the service station, restaurant, motel, etc. be, and the same is hereby approved.

The Zoning Director is hereby directed to make the necessary notations upon the records of the Dade County Planning, Zoning, and Building Department.

PASSED AND ADOPTED this 23rd day of September, 1954.

Special permit noted
10-21-54

HEARD 6-21-54

K

7432

File

October 5, 1954

Mr. Eugene Fleischer
7152 S. W. 66th Street
Miami, Florida

Dear Mr. Fleischer:

Enclosed is a copy of Resolution No. 7432 adopted by the Board of County Commissioners, Dade County, Florida, approving under certain conditions a special permit for a service station, restaurant, motel, etc. on the U. S. Highway #1 frontage for a depth of 400'. Please note the conditions under which said special permit has been approved inasmuch as strict compliance therewith will be required. I would suggest that the required plot use plan be submitted to this office as soon as possible for the approval of the Zoning Director. You will note that your request for a trailer park has been denied.

Very truly yours,

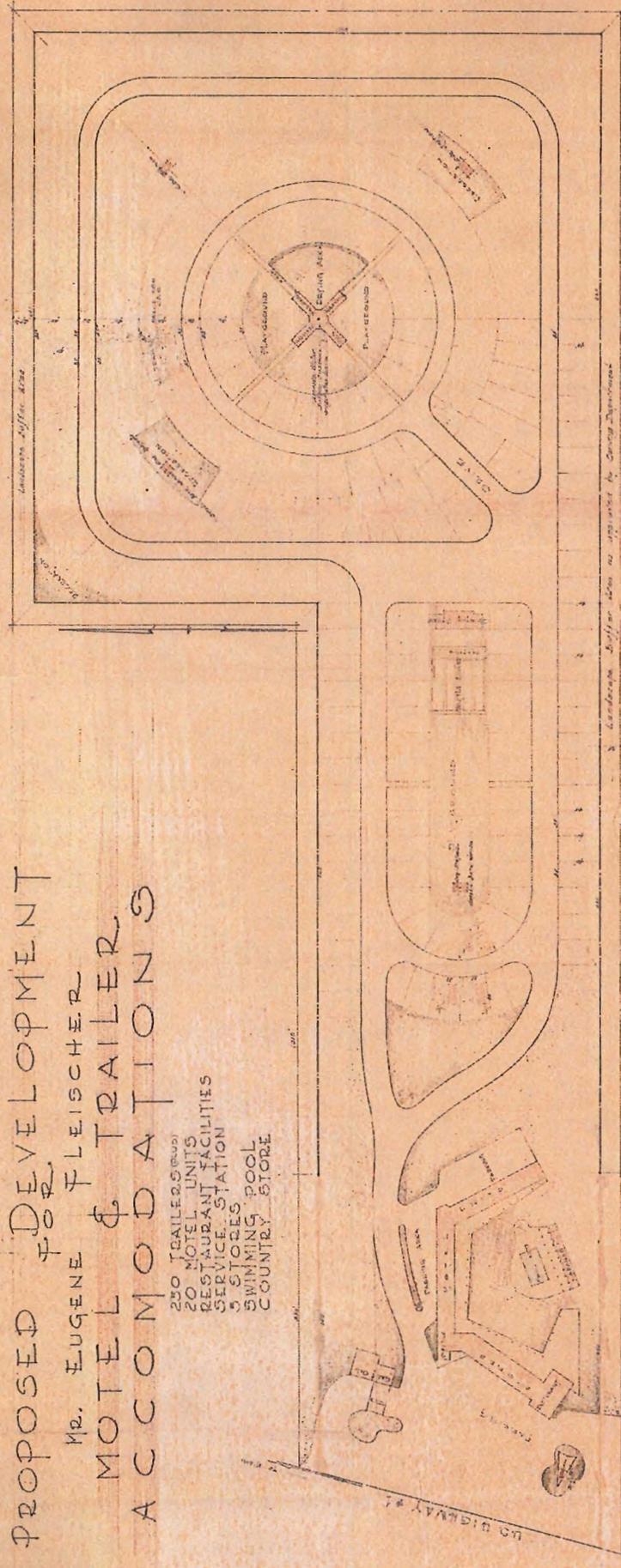
DADE COUNTY PLANNING, ZONING, AND BLDG. DEPT.

C. C. Czebrinski

CCC/A

PROPOSED DEVELOPMENT
 FOR
 MR. EUGENE FLEISCHER
 MOTEL & TRAILER
 ACCOMMODATIONS

- 250 TRAILERS (25x50)
- 20 MOTEL UNITS
- RESTAURANT FACILITIES
- SERVICE STATION
- 3 STORES
- SWIMMING POOL
- COUNTRY STORE



CITY ENGINEER
 COUNTY ENGINEER
 COUNTY PLANNING BOARD
 COUNTY COMMISSIONERS
 COUNTY BOARD OF SUPERVISORS
 COUNTY BOARD OF HEALTH
 COUNTY BOARD OF EDUCATION
 COUNTY BOARD OF SOCIAL SERVICES
 COUNTY BOARD OF AGING
 COUNTY BOARD OF DEVELOPMENTAL SERVICES
 COUNTY BOARD OF MENTAL HEALTH SERVICES
 COUNTY BOARD OF PROBATION AND PAROLE
 COUNTY BOARD OF VETERANS AFFAIRS
 COUNTY BOARD OF WORKERS COMPENSATION
 COUNTY BOARD OF ZONING
 COUNTY BOARD OF PUBLIC WORKS
 COUNTY BOARD OF PUBLIC UTILITIES
 COUNTY BOARD OF PUBLIC SAFETY
 COUNTY BOARD OF PUBLIC DEFENSE
 COUNTY BOARD OF PUBLIC HEALTH
 COUNTY BOARD OF PUBLIC WELFARE
 COUNTY BOARD OF PUBLIC ASSISTANCE
 COUNTY BOARD OF PUBLIC CARE
 COUNTY BOARD OF PUBLIC PROTECTION
 COUNTY BOARD OF PUBLIC ORDER
 COUNTY BOARD OF PUBLIC MORALS
 COUNTY BOARD OF PUBLIC ETHICS
 COUNTY BOARD OF PUBLIC INTEGRITY
 COUNTY BOARD OF PUBLIC HONOR
 COUNTY BOARD OF PUBLIC RESPECT
 COUNTY BOARD OF PUBLIC DIGNITY
 COUNTY BOARD OF PUBLIC WORTH
 COUNTY BOARD OF PUBLIC VALUE
 COUNTY BOARD OF PUBLIC MEANING
 COUNTY BOARD OF PUBLIC PURPOSE
 COUNTY BOARD OF PUBLIC HOPE
 COUNTY BOARD OF PUBLIC FAITH
 COUNTY BOARD OF PUBLIC CHARITY
 COUNTY BOARD OF PUBLIC KINDNESS
 COUNTY BOARD OF PUBLIC GENTLENESS
 COUNTY BOARD OF PUBLIC PATIENCE
 COUNTY BOARD OF PUBLIC SELF-CONTROL
 COUNTY BOARD OF PUBLIC MODERATION
 COUNTY BOARD OF PUBLIC TEMPERANCE
 COUNTY BOARD OF PUBLIC SINCERITY
 COUNTY BOARD OF PUBLIC HONESTY
 COUNTY BOARD OF PUBLIC INTEGRITY
 COUNTY BOARD OF PUBLIC JUSTICE
 COUNTY BOARD OF PUBLIC FAIRNESS
 COUNTY BOARD OF PUBLIC EQUITY
 COUNTY BOARD OF PUBLIC BALANCE
 COUNTY BOARD OF PUBLIC HARMONY
 COUNTY BOARD OF PUBLIC PEACE
 COUNTY BOARD OF PUBLIC ORDER
 COUNTY BOARD OF PUBLIC TRANQUILITY
 COUNTY BOARD OF PUBLIC CALM
 COUNTY BOARD OF PUBLIC QUIETNESS
 COUNTY BOARD OF PUBLIC STILLNESS
 COUNTY BOARD OF PUBLIC SILENCE
 COUNTY BOARD OF PUBLIC REST
 COUNTY BOARD OF PUBLIC RELAXATION
 COUNTY BOARD OF PUBLIC EASE
 COUNTY BOARD OF PUBLIC COMFORT
 COUNTY BOARD OF PUBLIC CONVENIENCE
 COUNTY BOARD OF PUBLIC ACCESSIBILITY
 COUNTY BOARD OF PUBLIC USABILITY
 COUNTY BOARD OF PUBLIC FUNCTIONALITY
 COUNTY BOARD OF PUBLIC EFFICIENCY
 COUNTY BOARD OF PUBLIC EFFECTIVENESS
 COUNTY BOARD OF PUBLIC PRODUCTIVITY
 COUNTY BOARD OF PUBLIC PROFICIENCY
 COUNTY BOARD OF PUBLIC SKILL
 COUNTY BOARD OF PUBLIC ABILITY
 COUNTY BOARD OF PUBLIC CAPABILITY
 COUNTY BOARD OF PUBLIC POTENTIAL
 COUNTY BOARD OF PUBLIC POSSIBILITY
 COUNTY BOARD OF PUBLIC OPPORTUNITY
 COUNTY BOARD OF PUBLIC PROSPECT
 COUNTY BOARD OF PUBLIC PROMISE
 COUNTY BOARD OF PUBLIC OPTIMISM
 COUNTY BOARD OF PUBLIC POSITIVITY
 COUNTY BOARD OF PUBLIC ENTHUSIASM
 COUNTY BOARD OF PUBLIC ENERGY
 COUNTY BOARD OF PUBLIC VIGOR
 COUNTY BOARD OF PUBLIC DYNAMICITY
 COUNTY BOARD OF PUBLIC VITALITY
 COUNTY BOARD OF PUBLIC VIVIDNESS
 COUNTY BOARD OF PUBLIC VIBRANCY
 COUNTY BOARD OF PUBLIC VIVIDNESS
 COUNTY BOARD OF PUBLIC VIBRANCY
 COUNTY BOARD OF PUBLIC VIVIDNESS
 COUNTY BOARD OF PUBLIC VIBRANCY

Approved by the Board of Supervisors
 on the 15th day of June 1964
 at the County Administration Center
 Santa Clara County, California

RECEIVED
1948

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8) 1956

HEARING NO. 22

MR. TRAMMELL: Since I was not in on the first meeting of the Board of Adjustment when they granted this first sign concerning this particular square footage--if I had, I would have voted against it--I move that this variance be denied.

CHAIRMAN CHANNING: Is there a second to that motion?

[Discussion off the record.]

MR. ARONOVITZ: What is the sense in holding the line on an outfit like Jerry's? They are trying to get business the same way.

MR. COOK: By the very nature of the thing, there is an attraction board which obviously takes more space.

MR. ARONOVITZ: I will admit that we are facing a situation where it has been approved by the parent body.

MR. COOK: I will say this: Together with all the sign companies, they should work up a sign regulation rather than try to standardize something.

MR. TRAMMELL: I would like to withdraw my motion and change that to a motion to grant the variance.

MR. SCHADE: Let us add in there that it is in view of past County Commission rulings.

MR. TRAMMELL: That is right. I think that should be added in view of the fact that we have done this once before and we have been overruled by the County Commission.

MR. SCHADE: I will second the motion.

[The motion of Mr. Trammell, having been duly seconded, was put to a vote and unanimously carried, Messrs. Trammell, Schade, Aronovitz and Channing voting aye; Mr. Wilson not present.]

May 31, 1956

Dixie Drive-in Theatre, Inc.
Route 2, Box 675
Miami, Florida

Re: N $\frac{1}{2}$ SW $\frac{1}{4}$ NE $\frac{1}{4}$ SE $\frac{1}{4}$ and N $\frac{1}{2}$ SE $\frac{1}{4}$ NW $\frac{1}{4}$ SE $\frac{1}{4}$ in Section
21-55-40, lying East of Hwy. #5

Gentlemen:

Your application for variance of size requirements as applied to Class B signs to permit a 550 sq. ft. attraction board on the above-described property, has been approved by the Dade County Board of Adjustment at its meeting of May 23, 1956.

The Board has requested that all applicants be advised of a thirty-day appeal period provided by statute from any of its decisions, and that any construction that is started during the appeal period will be at the risk of the applicant.

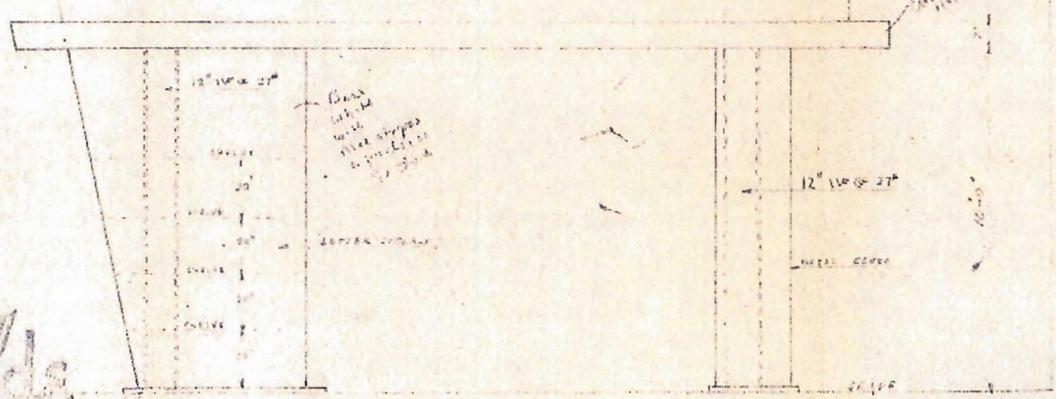
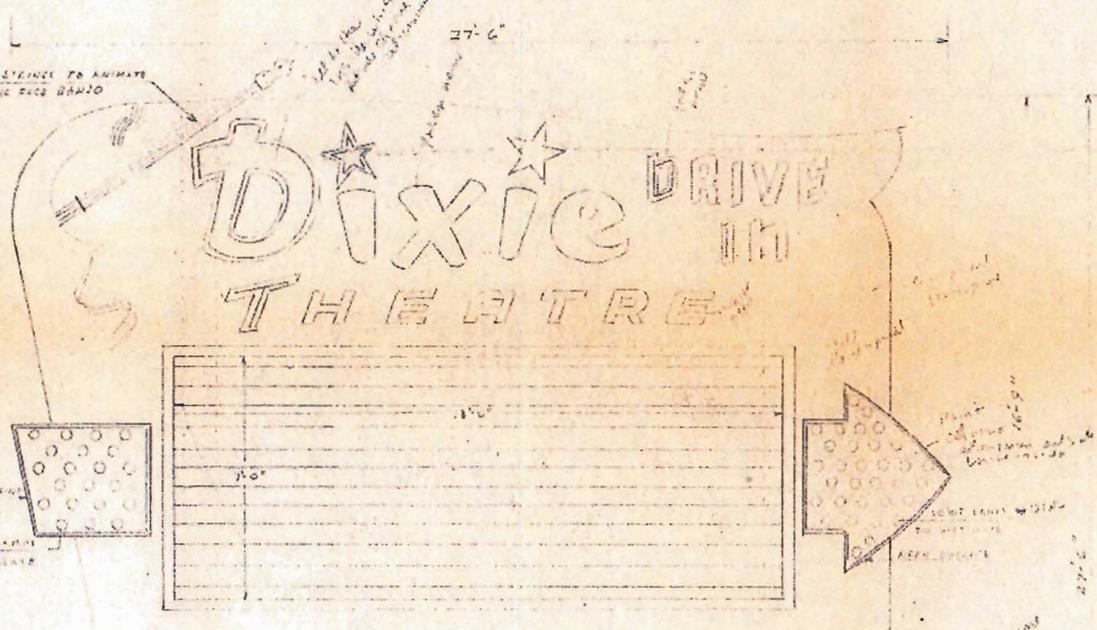
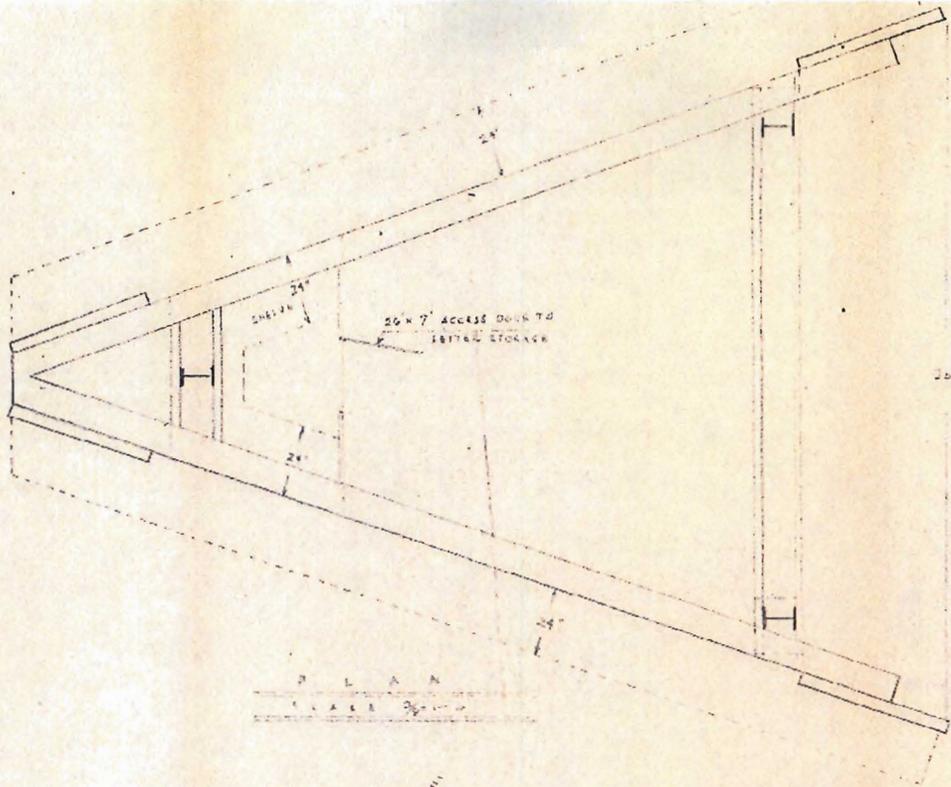
Very truly yours,

DADE COUNTY PLANNING, ZONING & BLDG. DEPT.

Chester C. Czebrinski
Assistant Director

vd

cc: McIlhargy
File



PROPERTY OF
Clouds
 1000 N. W. 17th St.
 Miami, Fla.
 CUSTOMER APPROVAL

SIDE ELEVATION
 SCALE 1/4" = 1'-0"
 V-TYPE ILLUMINATED DISPLAY

27'6"
 20'
 5'6"

RECEIVED

MAY 4 1955
DADE CO. PLANNING ZONING
& BLDG. DEPT.
BY _____

RECEIVED

MAY 4 1955
DADE CO. PLANNING ZONING
& BLDG. DEPT.
BY _____

1270
1270
1270
1270
1270

MADE IN U.S.A. PRINTED IN U.S.A.
No. _____

RECEIVED
NOV 19 1968
FEDERAL BUREAU OF INVESTIGATION
U.S. DEPARTMENT OF JUSTICE

1964

RESOLUTION NO. 2-241-598-64

The following resolution was offered by Mr. Frank P. Reynolds,
seconded by Mr. Harry K. Hurst, and upon roll of members
present, the vote was as follows:

Frank Brockman	aye	Frank P. Reynolds	aye
Joseph H. Gardner	aye	I. Tommy Thomas	aye
Harry K. Hurst	aye	Martin Woolin	aye
John W. Norton	absent	Andrew Lee	aye
C. C. Padua	absent		

22AB59864

WHEREAS, Dixie Drive-In Theatre, Inc. has applied for a USE VARIANCE to
permit a small animal hospital in a BU-2 (Special Business) zone as would be
permitted in a BU-3 (Liberal Business) zone, AND
VARIANCES of setback requirements to permit said small animal hospital set back
80' (50' required) from front (So. Federal Hwy.) property line and 15' (75'
required) from side (S) property line (of that part of S1/2 S1/4 E1/4 S1/4 in Section
21, Township 95 South, Range 40 East, Tying E. of So. Federal Hwy.; 14601 So.
Federal Hwy. (U. S. #1), Dade County, Florida, and

WHEREAS, an inspection of the subject property was made and a public
hearing of the Metropolitan Dade County Zoning Appeals Board was advertised and
held, as required by law, and all interested parties concerned in the matter
were heard, and

WHEREAS, upon due and proper consideration having been given to the matter,
it is the opinion of this Board that the requested use variance to permit a small
animal hospital in a BU-2 zone as would be permitted in a BU-3 zone and the
requested variance of setback requirements, subject to conditions, would be in
harmony with the general purpose and intent of the regulations and would conform
with the requirements and intent of the Zoning Procedure Ordinance;

NOW THEREFORE BE IT RESOLVED by the Metropolitan Dade County Zoning Appeals
Board that the requested variances be and the same are hereby approved, subject
to the following conditions:

1. That a plot use plan be submitted to and meet with the approval of the Zoning Director; said plan to include among other things, but be not limited thereto, location of building or buildings, type and location of signs, light standards, parking areas, exits and entrances, drainage, walls, fences, landscaping, etc.
2. That in the approval of the plan, the building be required to set back as far as possible from U. S. Highway #1.
3. That the use be established and maintained in accordance with the approved plan.

The Zoning Director is hereby directed to make the necessary notations upon the maps and records of the Dade County Building and Zoning Department and to issue all permits in accordance with the terms and conditions of this Resolution.

cc: Mr. Dayton
Hearing File

November 24, 1964

Dixie Drive-In Theatre, Inc.
14501 S. Federal Highway
Miami, Florida

Re: Application for use variance and variance of setback requirements;
Hearing No. 64-11-92.

Enclosed herewith is a copy of Resolution No. ~~64-11-92-04~~,
adopted by the Metropolitan Dade County Zoning Appeals Board, approving your
application concerning the above subject matter.

Please note the conditions under which said approval was granted, inasmuch as
strict compliance therewith will be required. The required plot use plan should
be submitted to this office in triplicate for approval before any detailed plans
are prepared, inasmuch as building permits will not be issued prior to the
approval of said plan.

You are hereby advised that there is a 14-day appeal period established by the
Metropolitan Dade County Zoning Procedure Ordinance (61-30) and that no permits
(or certificate of use and occupancy) can be issued until the appeal period
expires, and only if no appeal has been filed. Application for necessary permits
should be made with this Department.

Very truly yours,

METROPOLITAN DADE COUNTY
BUILDING AND ZONING DEPT.

CCC/bcs
Enc.

Chester C. Czebrinski
Assistant Director

cc: B. K. McCanna
7731 Bird Bl.

John H. Connolly, Atty.
302 Biscayne Building
Miami 32, Fla.

Dixie Drive-In
Theatre, Inc.

Hearing No. 64-11-52. Resolution No. 2-ZAB-598-64.

Board Member: I make a motion for approval.

Mr. Hurst: I second it.

Chairman Lee: It is seconded by Mr. Hurst.

Page 14B

METROPOLITAN DADE COUNTY ZONING APPEALS BOARD

November 18, 1964

Mr. Woolin: This man has a particular piece of property and can't put it to any better use and he is not going to put a nighttime operation in.

Mr. Reynolds: Let me remind you that on Bird Road we have a similar operation which is not bothering anybody.

Mr. Brockman: Would it be able to go back another ten feet to get it 30 feet back from Dixie Highway?

Mr. Connelly: Yes, it would.

Mr. Reynolds: He would be able to get it back 25 feet, but he wouldn't be able to get it back 30.

Mr. Brockman: As far back as possible. Make it 25 feet.

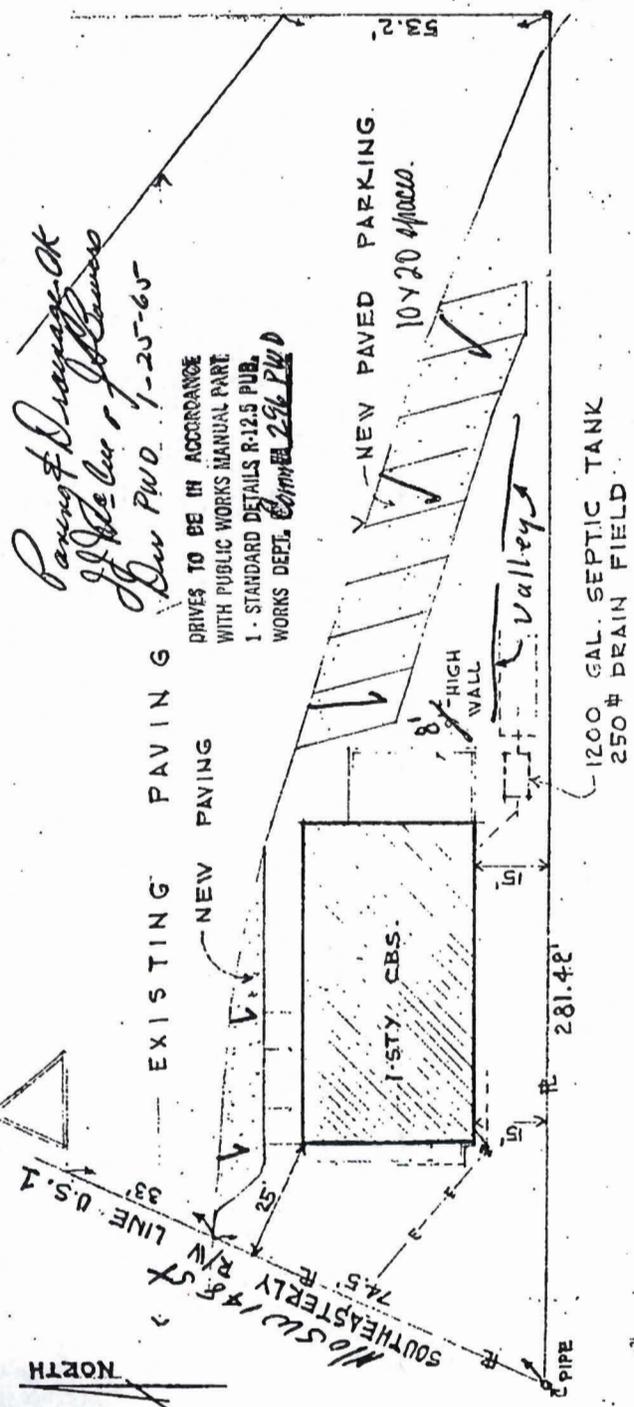
Mr. Hurst: I will approve it.

Mr. Reynolds: If the Department agrees with a permit for you to get it back as far as you can.

Mr. Hurst: 25 feet.

Chairman Lee: Is there any further discussion?

Those opposed signify by raising their right hand. It is carried 6-1 for approval, Chairman Lee voting against the motion and Messrs. Morton and Paden being absent.



Paving & Drainage OK
of Police & Johnson
 Per PWD 1-25-65

DRIVES TO BE IN ACCORDANCE WITH PUBLIC WORKS MANUAL PART 1 - STANDARD DETAILS R-12.5 PUB. WORKS DEPT. *City of Miami*

NEW PAVED PARKING 10x20 APPROX.

1200 GAL. SEPTIC TANK
 250# DRAIN FIELD

S I T E P L A N

SCALE 1" = 30'-0"

SHOWING PROPOSED IMPROVEMENTS ON PROPERTY ALONG U.S. HIGHWAY No. 1, LYING IN THE S.E. 1/4 OF SEC. 21, TWP. 55 S., RANGE 40 E., DADE CO. FLA.

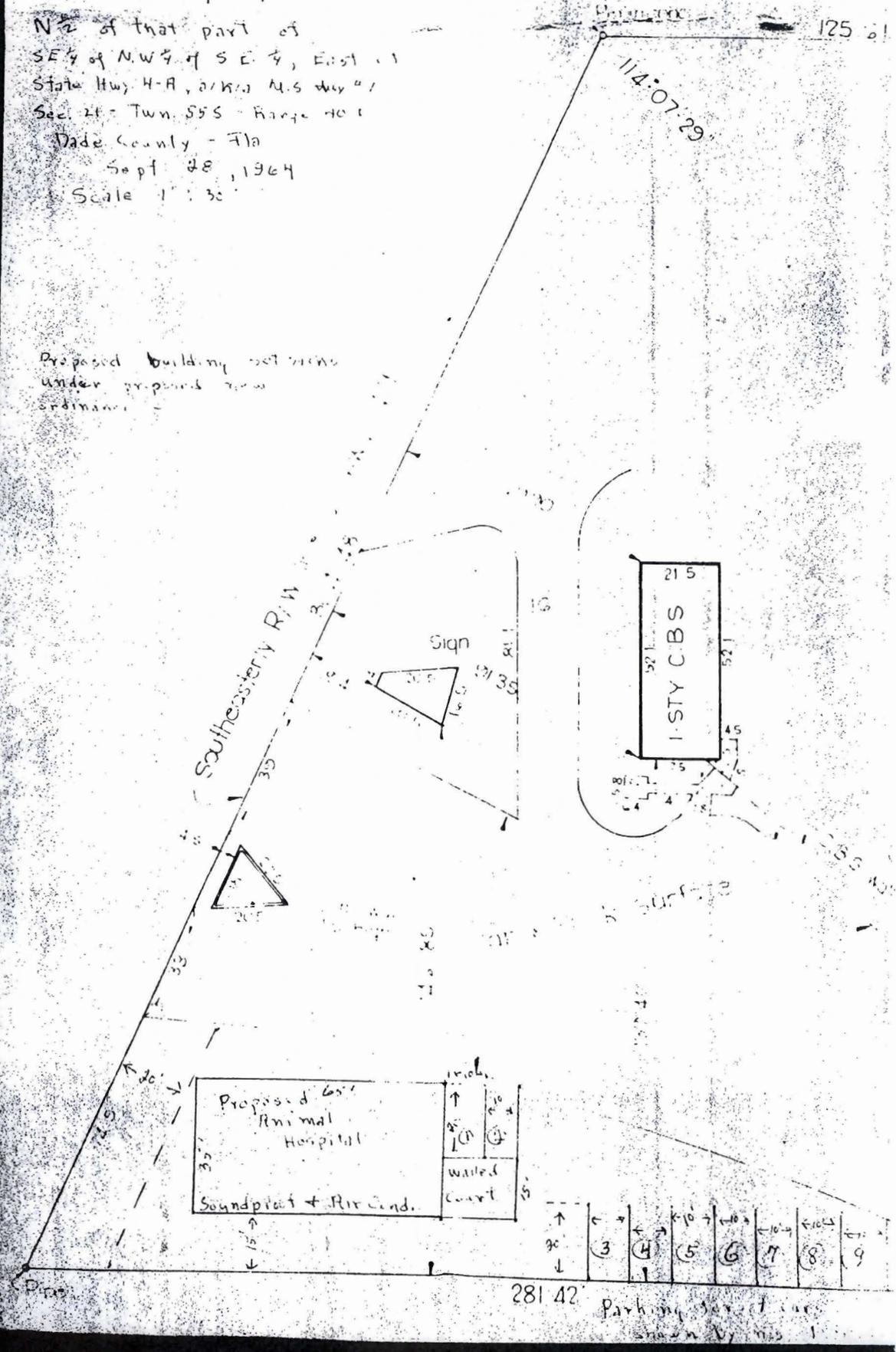
ELECTRICAL SCHEDULE

70148



N¹/₂ of that part of
 SE ¹/₄ of NW ¹/₄ of SE ¹/₄, East of
 State Hwy 4-A, 21/2 mi. N.S. Hwy #1
 Sec. 21 - Twn. 55S - Range 40E
 Dade County - Fla
 Sept 28, 1964
 Scale 1" = 30'

Proposed building setbacks
 under proposed zoning
 ordinance.



SKETCH

Showing improvements on property along U.S. Highway N°1, lying in the S.E. 1/4 of Sec. 21, Twp. 55 S., Rge. 40 E., Dade County, Florida.

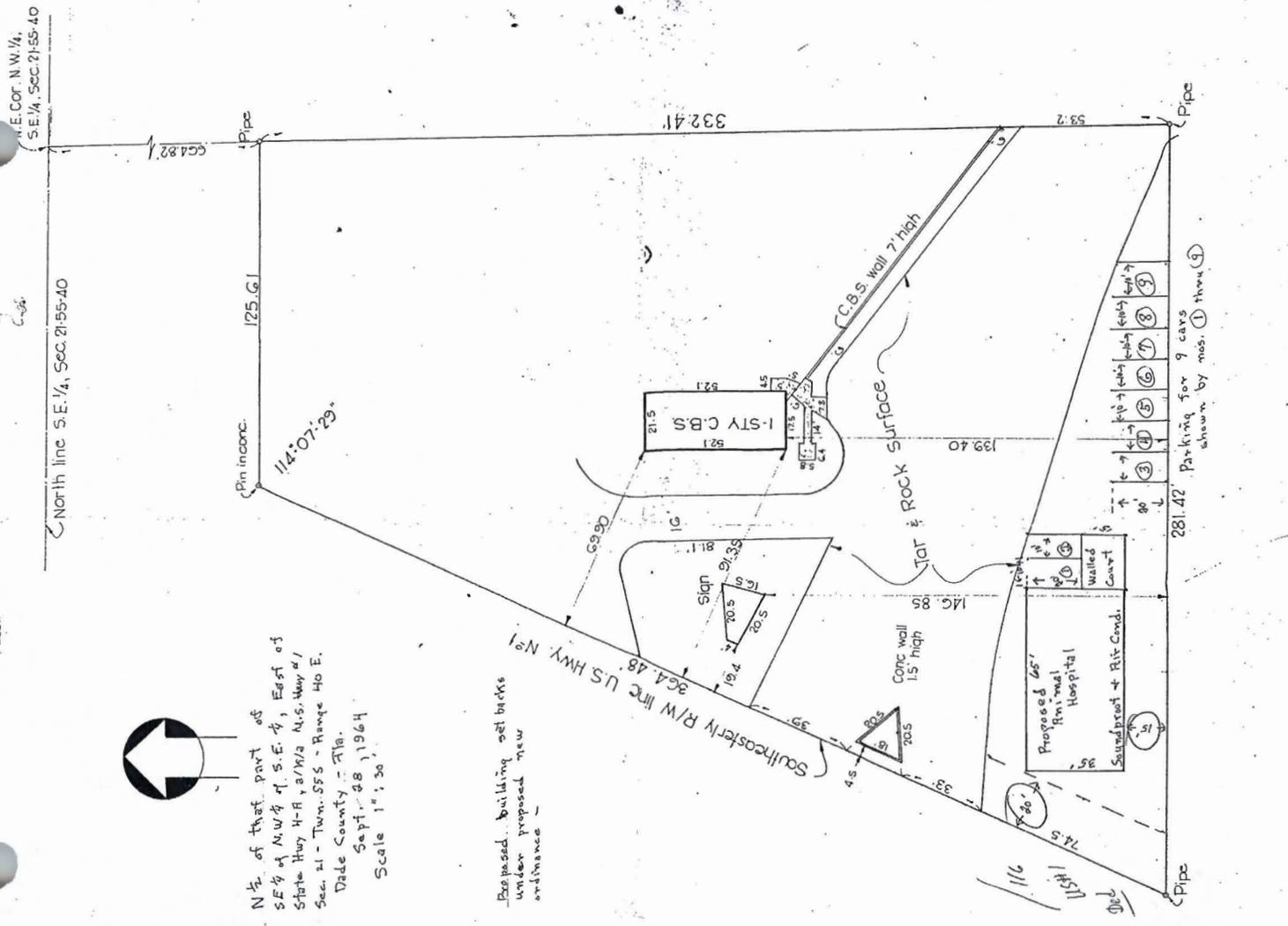
Schwabke Shiskin AND ASSOCIATES, INC.,
LAND SURVEYORS-ENGINEERS MIAMI, FLORIDA

Order N° 70361 Sept. 28, 1964 Scale: 1" = 30'
F.B. 133C, 51

RECEIVED

OCT 7 1964
DADE CO. PLANNING, ZONING & BLDG. DEPT.
By _____

BE-329



N 1/2 of that part of SE 1/4 of N.W. 1/4 of S.E. 1/4, East of State Hwy 4-A, 1/2 M/2 N.S. Hwy #1 Sec. 21 - Twp. 55 S - Range 40 E. Dade County - Fla. Sept. 28, 1964 Scale 1" = 30'

Proposed building setbacks under proposed new ordinance

1965

21-55-40
IV-27
Item No. 65-169

RESOLUTION NO. 3-ZAB-259-65

The following resolution was offered by Mr. John Darling,
seconded by Mr. Thomas B. Walker, and upon poll of members present,
the vote was as follows:

Neal Adams	aye	Thomas B. Walker	aye
John Darling	aye	H. H. Wood	aye
Frank P. Reynolds	aye	Andrew Lee	aye
Gordon Severud	absent		

WHEREAS, Dixie Drive-In Theatre, Inc., has applied for the following:

USE VARIANCE to permit a swap shop in a EU-2 (Special Business) zone and RU-2 (Two-Family Residential) zone, AND

VARIANCE of zoning regulations requiring all uses to be confined entirely within approved buildings, to permit the aforementioned swap shop operation during daylight hours of Saturdays and Sundays within the parking area of the Dixie Drive-In Theatre, Inc.

ALL ON That part of the NE $\frac{1}{4}$ SE $\frac{1}{4}$ NW $\frac{1}{4}$ SE $\frac{1}{4}$ lying E. of U.S. #1, AND SW $\frac{1}{4}$ NE $\frac{1}{4}$ SE $\frac{1}{4}$ of Sec. 21, Twp. 55 South, Rge. 40 East, less the S. 141' thereof 14601 S. Federal Hwy. (U.S. #1), Dade County, Florida, and

WHEREAS, an inspection of the subject property was made and a public hearing of the Metropolitan Dade County Zoning Appeals Board was advertised and held, as required by law, and all interested parties concerned in the matter were heard, and

WHEREAS, upon due and proper consideration having been given to the matter, it is the opinion of this Board that the requested use variance and variance, under certain conditions, would be in harmony with the general purpose and intent of the regulation and would conform with the requirements and intent of the Zoning Procedure Ordinance;

NOW THEREFORE BE IT RESOLVED by the Metropolitan Dade County Zoning Appeals Board that the requested use variance and variance be and the same are hereby approved, subject to the following conditions:

1. That the use be conducted only during daylight hours and on Saturday and Sunday only.
2. That the use be conducted only between the hours of 9:00 a.m. and 5:00 p.m.
3. That the items to be handled shall consist only of personal property and merchandise, but not including automobiles or produce.
4. The variance permit shall be personal to the applicants and shall be non-transferable; the applicants shall be fully responsible for the actions and activities of the lessees and sublessees.



5. That no loudspeakers shall be permitted on the premises other than the public address system now existing at the drive-in theater; said public address system shall be so controlled that the same will in no way be objectionable to the surrounding neighborhood.
6. That the Certificate of Use and Occupancy be automatically renewable annually by the Dade County Building and Zoning Department upon compliance with all terms and conditions, and be subject to cancellation upon violation of any of the conditions or when, in the opinion of the Metropolitan Dade County Zoning Appeals Board, Dade County, Florida, after public hearing, it is determined that the use is detrimental and/or incompatible to the surrounding neighborhood.

The Zoning Director is hereby directed to make the necessary notations upon the maps and records of the Dade County Building and Zoning Department and to issue all permits in accordance with the terms and conditions of this Resolution.

PASSED AND ADOPTED this 16th day of June, 1965.

Heard 6/16/65
No. 65-6-68
6/29/65
hf

June 30, 1965

Dixie Drive-In Theatre, Inc.

14501 S. Federal Highway

Miami, Florida

Re: Dixie Drive-In Theatre, Inc.; request for use variance to permit a swap shop;
variance of zoning reg.; 14501 S. Federal Hwy.; Hearing No. 65-6-58.

Enclosed herewith is a copy of Resolution No. 3-ZAD-259-55,
adopted by the Metropolitan Dade County Zoning Appeals Board, approving your
application concerning the above subject matter.

Please note the conditions under which said approval was granted, inasmuch as
strict compliance therewith will be required. The required plot use plan should
be submitted to this office in triplicate for approval before any detailed plans
are prepared, inasmuch as building permits will not be issued prior to the
approval of said plan.

You are hereby advised that there is a 14-day appeal period established by the
Metropolitan Dade County Zoning Procedure Ordinance (61-30) and that no permits
(or certificate of use and occupancy) can be issued until the appeal period
expires, and only if no appeal has been filed. Application for necessary permits
should be made with this Department.

Very truly yours,

METROPOLITAN DADE COUNTY
BUILDING AND ZONING DEPT.

CCC/ hf
Enc.

Chester C. Czebrinski
Assistant Director

**P. S. Please note requirement that the variance permit shall be personal to the
applicant and shall be non-transferable; etc.; in addition to other
conditions stipulated.**

cc: D.K. McComas

bcc: Enforcement, Mr. Iannan (re conds.)
Hrg. file ✓
Mr. Dayton

Morris Kerner

Hearing No. 65-6-40. Resolution 3-ZAB-258-65.

Mr. Walker: I move for denial.

Mr. Reynolds: I second the motion

Chairman Lee: Any discussion on the motion?

Mr. Wood: Your motion for denial, could you, if you want to, put it in there without prejudice because of the fact that the applicant is not here and has not been able to make proper presentation?

Mr. Walker: Yes, I will put that in

Chairman Lee: All right. All those opposed signify by raising their right hands.

Whereupon the motion carried by a vote of 5-1; Mr. Wood voting against the motion; Mr. Severud being absent.

WEDNESDAY AFTERNOON SESSION

2:00 p.m.

Chairman Lee: . . . There are some requests for deferral by the Departments and we have no other alternative but to grant that under the present existing Ordinance, so we will have those read first, and if there are any objectors we will explain why we have to defer it.

Allyne Sain

Hearing No. 65-6-55.

Chairman Lee: I will entertain a motion for a thirty-day deferment.

Mr. Adams: I so move.

Chairman Lee: Do I hear a second?

Mr. Wood: I second it.

Chairman Lee: Motion by Mr. Adams and seconded by Mr. Wood that this application be deferred for thirty days. Any discussion on the motion? Those opposed to the motion please signify by raising your right hand. It is six to zero for a thirty-day deferral. I imagine there will have to be a public hearing on it.

Mr. Richmond: July 12, at 9:00 a.m., and there will be no further notice to the applicant or objectors.

Whereupon the motion carried by a vote of 6-0; Mr. Severud being absent.

William Laesch

Hearing No. 65-6-56.

Mr. Richmond: Mr. Lee and members of the Board, the next is Hearing No. 56, William Laesch, and I would suggest that you hear that in its normal order and see what happens at that time. Mr. Czebrinski should be here in a few minutes and I believe the problems could be resolved.

Chairman Lee: All right. We will take the next hearing.

Dixie Drive-In Theatre, Inc.

Hearing No. 65-6-68 Resolution 3-ZAB-259-65

Mr. Darling: No. I cannot say I think that is going to make it any worse, so I move for approval, with the conditions.

Chairman Lee: Motion by Mr. Darling that the application be approved subject to the conditions by the Planning and Building and Zoning Departments.

Mr. Walker: Would Mr Darling change the hours from 9:00 a.m. to 5:00 p.m. on Saturdays and Sundays?

Mr. Darling: Yes.

Chairman Lee: Do I hear a second?

Mr. Walker: I will second it.

Chairman Lee: Motion by Mr. Darling that the application be approved with the conditions recommended, except the hours of operation on Saturdays and Sundays to be from 9:00 a.m. to 5:00 p.m., and seconded by Mr. Walker. Any discussion on the motion? Those opposed to the motion please signify by raising their right hand. Carried six to zero for approval.

Whereupon the motion carried by a vote of 6-0;
Mr. Severud being absent.

Mr. Richmond: With the change of hours on Saturday and Sunday from 9:00 to 5:00?

Chairman Lee: Yes. With the change of hours.

South Store Corp.

Hearing No. 65-6-67. Resolution 3-ZAB-260-65.

Mr. Reynolds: I make a motion for approval.

Mr. Wood: I second it.

Chairman Lee: Motion by Mr. Reynolds and seconded by Mr. Wood for approval. Any discussion on the motion? Those opposed to the motion please signify by raising their right hand.

Whereupon the motion carried by a vote of 5-1; Mr. Lee voting against the motion; Mr. Severud being absent.

William Laesch

Hearing No. 65-6-56

Mr. Darling: I think we should seriously consider the wishes of the neighbors and also the applicant and also the Departments. Would it not be a good idea to defer this for 30 days because apparently you do not have plans and the Department does not know actually what you are going to do I make a motion we defer this for 30 days for you to get together with the Departments.

Mr. Reynolds: I second it.

Chairman Lee: Motion by Mr. Darling for 30 days deferral and seconded by Mr. Reynolds. Any discussion on the motion? Those opposed to the motion please signify by raising their right hand. Carried six to zero

Whereupon the motion carried by a vote of 6-0;
Mr. Severud being absent.

Mr. Richmond: Nine o'clock July 12, no further notice.

Chairman Lee: No further notice. All right. That concludes the hearing for 30 days.

Mrs. Louise L.
Reeves

Hearing No. 65-6-57. Resolution 3-ZAB-261-65.

Mr. Reynolds: I move for approval.

Mr. Walker: I second the motion.

Chairman Lee: Motion by Mr. Reynolds and seconded by Mr. Walker that the application be approved. Any discussion on the motion? Those opposed to the motion please signify by raising their right hand. Carried six to zero You win. You can have the cats.

Whereupon the motion carried by a vote of 6-0;
Mr. Severud being absent.

RESOLUTION NO. 2-223-65

The following resolution was offered by Commissioner

R. Hardy Matheson, seconded by Commissioner
Earl H. Starnes, and upon poll of members present, the vote was as follows:

Joseph A. Boyd, Jr.	absent	Arthur H. Patten, Jr.	aye
Alexander S. Gordon	absent	Earl H. Starnes	aye
Harold A. Greene	aye	Lewis B. Whitworth, Jr.	aye
R. Hardy Matheson	aye	Chuck Hall	absent
Thomas D. O'Malley	aye		

WHEREAS, Dixie Drive-In Theatre, Inc., had applied for the following:

USE VARIANCE to permit a swap shop in a BU-2 and RU-2 zone, and VARIANCE of Zoning Regulations requiring all uses to be confined entirely within approved buildings to permit the aforementioned swap shop operation during daylight hours of Saturdays and Sundays within the parking area of the Dixie Drive-In Theatre, Inc.;

SUBJECT PROPERTY: That part of the N $\frac{1}{2}$ SE $\frac{1}{4}$ NW $\frac{1}{4}$ SE $\frac{1}{4}$ lying E. of US #1 and SW $\frac{1}{4}$ NE $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 21-35-40 less the S. 141' thereof;

LOCATION: 14601 S. Federal Hwy (US #1), Dade County, Florida, and

WHEREAS, an inspection of the subject property was made and a public hearing of the Metropolitan Dade County Zoning Appeals Board was advertised and held as required by law, and all interested parties concerned in the matter were heard, and the Zoning Appeals Board was of the opinion that the requested use variance and variances, under certain conditions, would be in harmony with the general purpose and intent of the regulations and would conform with the requirements and intent of the Zoning Procedure Ordinance and approved the requests, subject to conditions, and

WHEREAS, Robert B. Ehmann, Inc., had appealed the decision of the Zoning Appeals Board to this Board, and after a 15-day notice of the time and place of the meeting of this Board was published as required by the Zoning Procedure Ordinance, a hearing was held by this Board, and after reviewing the record and decision of the Zoning Appeals Board and after having given an opportunity for interested parties to be heard and upon considering the record and decision of the Zoning Appeals Board and all matters presented

at the meeting, and upon due and proper consideration having been given to the matter, it is the opinion of this Board that the grounds and reasons specified for the reversal of the ruling made by the Zoning Appeals Board were sufficient to merit a reversal of the decision;

NOW THEREFORE BE IT RESOLVED by the Board of County Commissioners, Dade County, Florida, that the decision of the Zoning Appeals Board be and the same is hereby overruled and that the application be and the same is hereby denied.

The Zoning Director is hereby directed to make the necessary notations upon the records of the Dade County Building and Zoning Department.

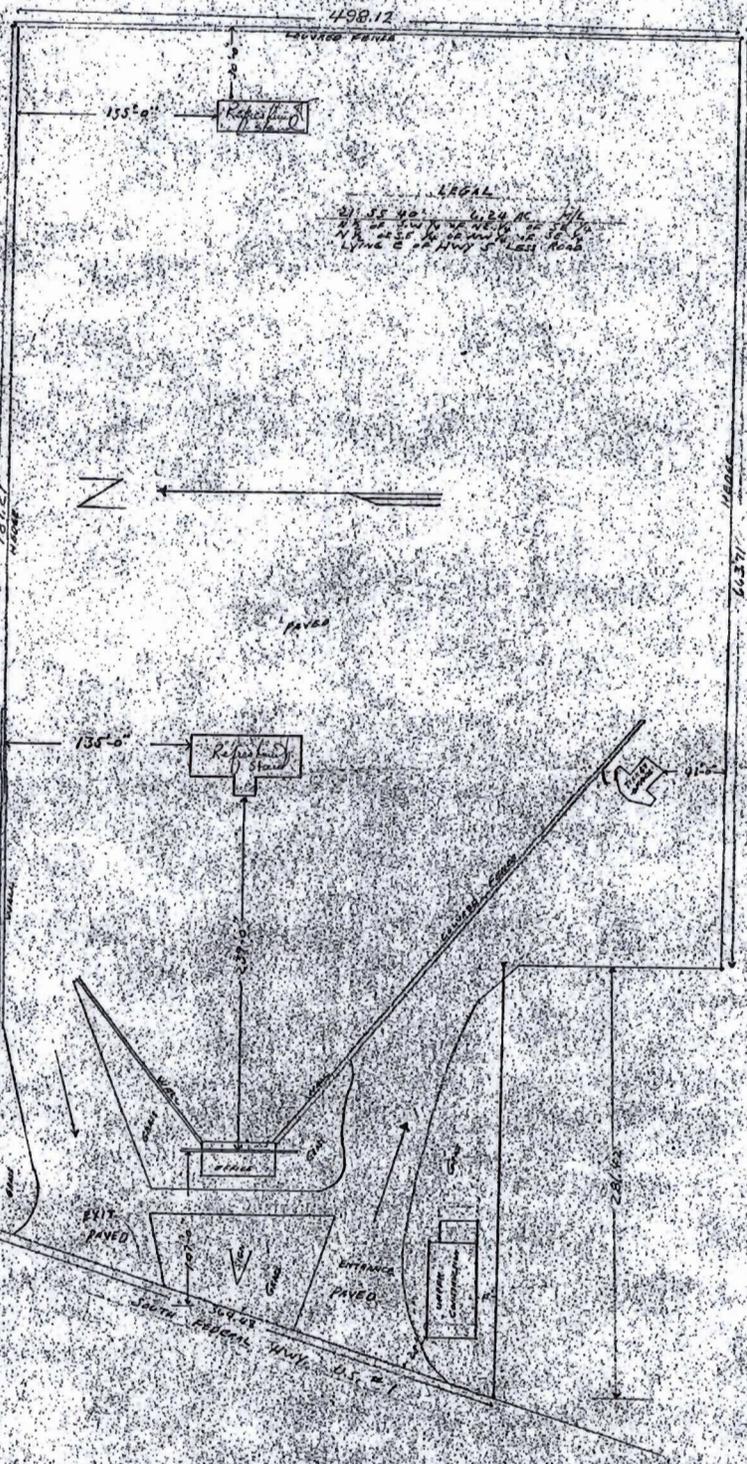
PASSED AND ADOPTED this 24th day of September, 1965.

Heard 6-14-65
No. 65-6-68
vd
10/8/65

DADE COUNTY, FLORIDA, BY ITS
BOARD OF COUNTY COMMISSIONERS

E. B. LEATHERMAN, CLERK

By _____
Deputy Clerk



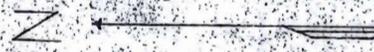
498.12
EQUATED FRONT

155'-0"

Refrigerator

LEGAL

21.55 AC. 4.24 AC. 1/4
N.W. 1/4 Sec. 16 T. 24 N. R. 17 W.
N.W. 1/4 Sec. 16 T. 24 N. R. 17 W.
LINE 2 OF HWY 5 WEST ROAD

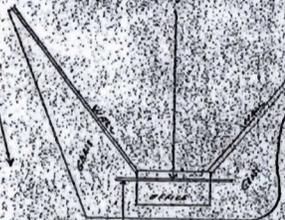


787.27
WALL

1120.66
WALL

135'-0"

Refrigerator Stand



EXIT
PAVED

ENTRANCE
PAVED

Garage

SOUTH FEDERAL HWY - D.S. 11

228.10

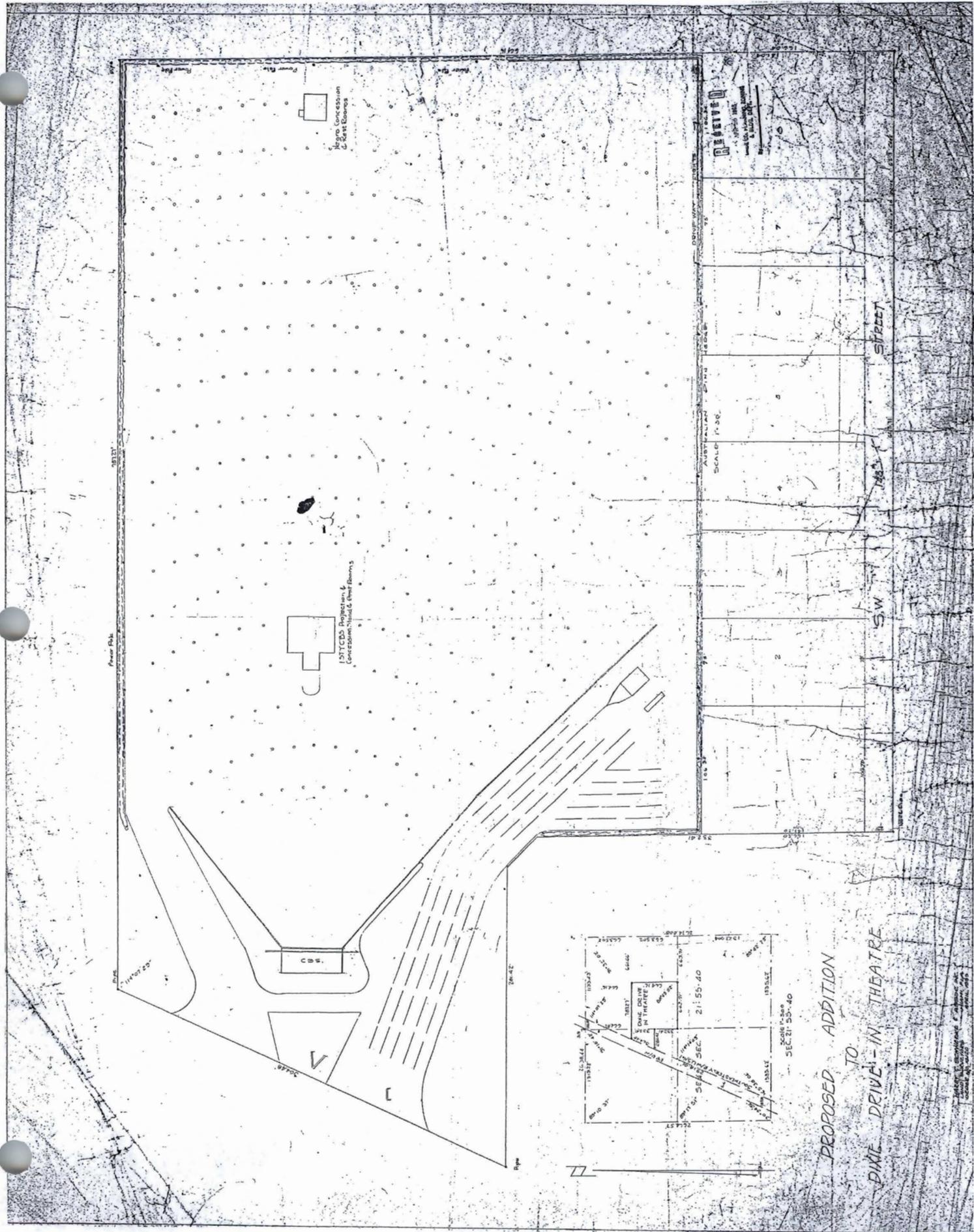
RECEIVED

APR 20 1965
DADE CO. PLANNING, ZONING
& BLDG. DEPT.

By _____

SCALE 1" = 50'

Plot Plan
DIXIE DRIVE IN THEATRE
14601 SO. DIXIE HWY.
MARCH 30, 1965 DADE COUNTY, FLA.



Large Concession
L-First Floor

1ST FLOOR Projection &
Concession Stand & Rest Rooms

CDS

RECEIVED

APPROVED FOR
CONSTRUCTION
DATE: 10/15/40

SCALE: 1" = 50'

PROPOSED ADDITION
TO
PINE DRIVE - IN THEATRE

SCALE: 1" = 50'

SEC 21-55-40



11/1977

21-55-40/77-336

RESOLUTION NO. 4-ZAB-434-77

The following resolution was offered by Mrs. Thelma Damewood, seconded by Mrs. Nancy Brown, and upon poll of members present, the vote was as follows:

Nancy Brown	aye	Margaret C. Nelson	aye
Thelma Damewood	aye	Betty S. Page	absent
Lillian Dickson	absent	Murray Sisselman	absent
R. Jollivette Frazier	aye	Edward G. Coll, Jr.	aye
Peter Goldring	aye		

WHEREAS, D. K. MC COMAS, ET AL, has applied for the following:

- (1) Modification of previously approved plans, approved pursuant to Resolution 8429, passed and adopted by the Zoning Commission on the 19th day of May, 1955, said plans entitled "Proposed Addition to Dixie Drive-In Theatre" prepared by Harry C. Schwebke & Assoc., Inc., and dated April, 1955; said modified plans entitled "Site Plan and details - Orchard Street Mall" prepared by Joseph Roth, Architects and dated 6/24/77.

Purpose of the request is to substitute revised site plans showing a proposed shopping center and off-street parking area to be erected on subject property.

- (2) UNUSUAL USE to permit non-commercial parking in a zone more restrictive than the use it serves is located.

Plans are on file and may be examined in the Zoning Department entitled "Site Plan and Details - Orchard Street Mall" prepared by Joseph Roth, Architects and dated 6/24/77.

SUBJECT PROPERTY: The SW 1/4 of the NE 1/4 of the SE 1/4 and that portion of the N 1/2 of the SE 1/4 of the NW 1/4 of the SE 1/4 lying South, and East of U.S. #1, less the South 141.03 ft., all in Section 21, Township 55 South, Range 40 East.

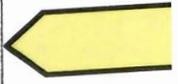
LOCATION: 14601 S. Dixie Highway, Dade County, Florida.

WHEREAS, a public hearing of the Metropolitan Dade County Zoning Appeals Board was advertised and held, as required by law, and all interested parties concerned in the matter were heard, and

WHEREAS, upon due and proper consideration having been given to the matter, it is the opinion of this Board that the requested Modification and unusual use would be compatible with the area and its development and would conform with the requirements and intent of the Zoning Procedure Ordinance;

NOW THEREFORE BE IT RESOLVED by the Metropolitan Dade County Zoning Appeals Board that the requested modification and unusual use be and the same are hereby approved, subject to the following conditions:

- 1. That a plot use plan be submitted to and meet with the approval of the Zoning Director; said plan to include among other things, but not be limited thereto, location of building or buildings, type and location of signs, light standards, parking areas, exits and entrances, drainage, walls, fences, landscaping, etc.
- 2. That in the approval of the plan, the same be substantially in accordance with that submitted for the hearing entitled "Site Plan and Details - Orchard Street Mall," prepared by Joseph Roth, Architects, and dated 6/24/77 and 8/5/77.
- 3. That the use be established and maintained in accordance with the approved plan.
- 4. That no trash receptacles be placed closer than 100 feet from the Easterly property line.



The Zoning Director is hereby directed to make the necessary notations upon the maps and records of the Dade County Building and Zoning Department, and to issue all permits in accordance with the terms and conditions of this Resolution.

PASSED AND ADOPTED this 10th day of November, 1977.

Heard 11/10/77
No. 77-11-26
nc
11/18/77

November 18, 1977

D. K. Mc Comas, et al
c/o Gary S. Brooks, Esq.
1003 DuPont Building
Miami, Florida 33131

Re: Hearing No. 77-11-26. Sec. 21-55-40
Requested a Modification and Unusual Use

Dear Mr. Mc Comas:

Enclosed herewith is a copy of Resolution No. 4-ZAB-434-77, adopted by the Metropolitan Dade County Zoning Appeals Board, approving your application concerning the above subject matter.

Please note the conditions under which said approval was granted, inasmuch as strict compliance therewith will be required. The required plot use plan should be submitted to this office in triplicate for approval before any detailed plans are prepared, inasmuch as building permits will not be issued prior to the approval of said plan.

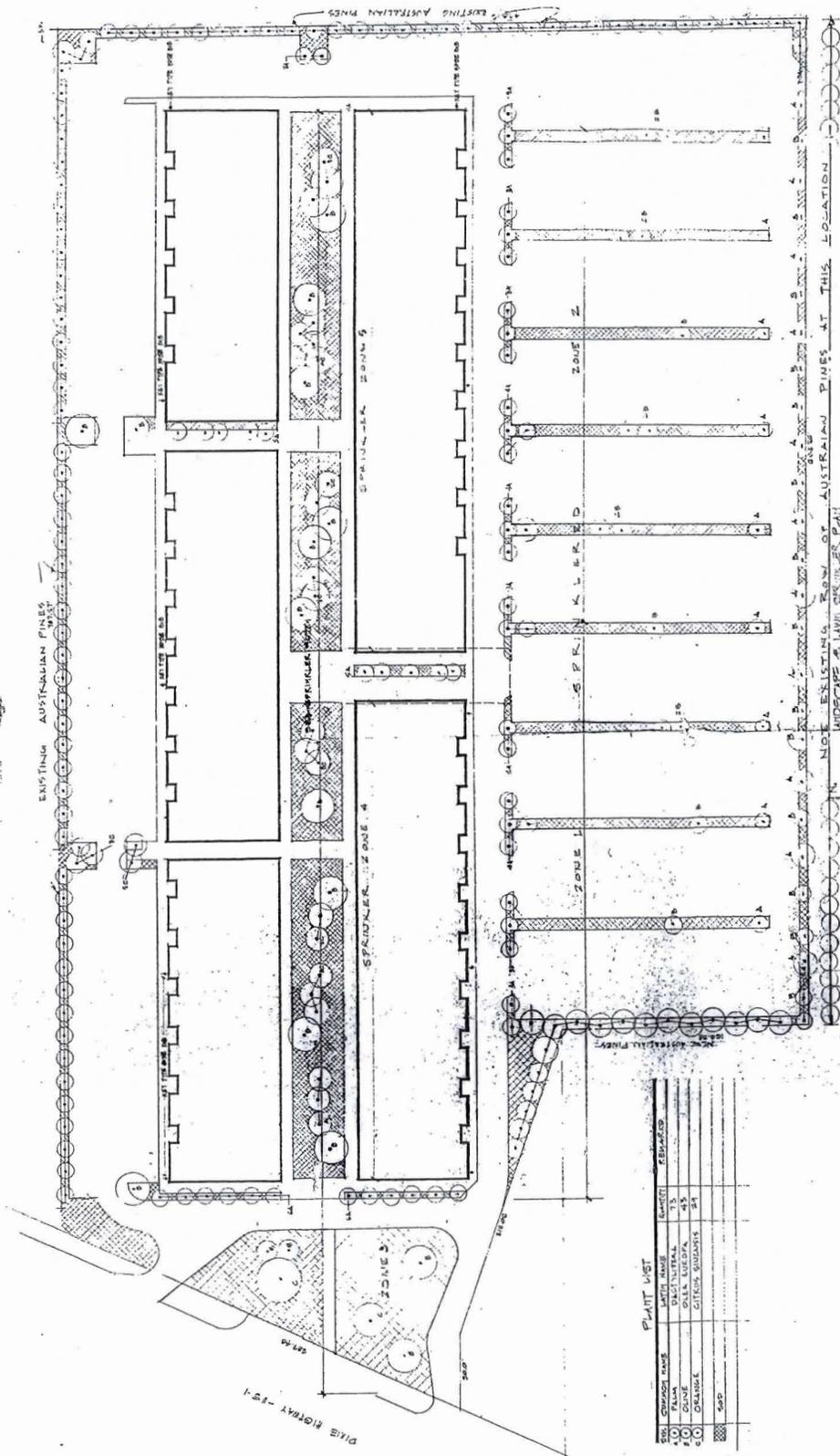
You are hereby advised that the decision of the Zoning Appeals Board may be appealed by an aggrieved party (within 14 days) or by the Directors of the Dade County Building and Zoning Department and Planning Department (within 18 days), as is provided in Chapter 33-313 of the Code of Metropolitan Dade County, Florida; and that no permits or Certificate of Use and Occupancy can be issued until the appeal periods have expired, and only if no appeal has been filed. Application for necessary permits and/or Certificate of Use and Occupancy should be made with this Department. The deadline for an appeal by the applicant and/or an aggrieved party is November 28, 1977.

Very truly yours,

Chester C. Czebrinski
Assistant Director

CCC:nc

Enclosure



PLANT LIST

SYMBOL	PLANT NAME	QUANTITY	REMARKS
A10	PAVIA	75	
B10	OLIA LINDA	45	
C10	ORANGE	30	
	GRASS		

NOTES:
 1. ALL PLANTS TO BE PLANTED AT THE LOCATION SHOWN.
 2. ALL PLANTS TO BE PLANTED AT THE LOCATION SHOWN.
 3. ALL PLANTS TO BE PLANTED AT THE LOCATION SHOWN.
 4. ALL PLANTS TO BE PLANTED AT THE LOCATION SHOWN.
 5. ALL PLANTS TO BE PLANTED AT THE LOCATION SHOWN.



LANDSCAPE & SPRINKLER PLAN

PROJECT: [REDACTED]
 CLIENT: [REDACTED]
 ARCHITECTS: JOSEPH BETHA & ASSOCIATES
 30 SOUTH BROADWAY, YORKERS, N.Y.

RESOLUTION NO. Z-21-78

The following resolution was offered by Commissioner Barry D. Schreiber, seconded by Commissioner Beverly B. Phillips, and upon poll of members present,

the vote was as follows:

Neal Adams	aye	Harvey Ruvlin	aye
Clara Oesterle	aye	Barry D. Schreiber	aye
William G. Oliver	aye	Ruth Shack	absent
Beverly B. Phillips	aye	Stephen P. Clark	aye
James E. Redford, Jr.	aye		

WHEREAS, D. K. McComas, et al, had applied for the following:

MODIFICATION of previously-approved plan, approved pursuant to Resolution 8429, passed and adopted by the Zoning Commission on the 19th day of May, 1955, said plans being entitled, "Proposed Addition to Dixie Drive-In Theatre", prepared by Harry C. Schwebke & Assoc., Inc., and dated April, 1955; said modified plans being entitled, "Site Plan and Details - Orchard Street Mall", prepared by Joseph Roth, Architects, and dated 6-24-77.

Purpose of the request is to substitute revised site plans showing a proposed shopping center and offstreet parking area to be erected on subject property.

Plans are on file and may be examined in the Zoning Department entitled, "Site Plan and Details - Orchard Street Mall", prepared by Joseph Roth, Architects, and dated 6-24-77.

SUBJECT PROPERTY: The SW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of the SE $\frac{1}{4}$ and that portion of the North 1/2 of the SE $\frac{1}{4}$ of the NW $\frac{1}{4}$ of the SE $\frac{1}{4}$ lying South and East of US #1, less the South 141.03 feet, all in Section 21, Twp. 55 South, Range 40 East.

LOCATION: 14601 South Dixie Highway, Dade County, Florida, and

WHEREAS, a public hearing of the Metropolitan Dade County Zoning Appeals Board was advertised and held as required by law, and all interested parties concerned in the matter were heard, and upon due and proper consideration having been given to the matter, it was the opinion of this Board that the requested modification would be compatible with the area and its development and would conform with the requirements and intent of the Zoning Procedure Ordinance and approved the request, subject to conditions, and

WHEREAS, Stephen Pylan and Alexander Ladusky had appealed the decision of the Zoning Appeals Board to this Board, and after a 15-day notice of the time and place of the meeting of this Board was published as required by the Zoning Procedure Ordinance, a hearing was held by this Board and after reviewing the record and decision of the Zoning Appeals Board and after having given an opportunity for interested parties to be heard; and upon considering the record and decision of the Zoning Appeals Board and all matters presented at the meeting, and upon due and proper consideration having been given to the matter, it is the opinion of this Board that the grounds and reasons specified for the reversal of the ruling made

by the Zoning Appeals Board were insufficient to merit a reversal of the decision, but it was desirable to add additional conditions agreed to among the parties;

NOW THEREFORE BE IT RESOLVED by the Board of County Commissioners, Dade County, Florida, that the decision of the Zoning Appeals Board be and the same is hereby sustained and the requested modification and unusual use be and the same are hereby approved, subject to the following conditions:

1. That a plot use plan be submitted to and meet with the approval of the Zoning Director; said plan to include among other things but be not limited thereto, location of building or buildings, type and location of signs, light standards, parking areas, exits and entrances, drainage, walls, fences, landscaping, etc.
2. That in the approval of the plan, the same be substantially in accordance with that submitted for the hearing entitled, "Site Plan and Details - Orchard Street Mall", prepared by Joseph Roth, Architects, and dated 6/24/77, and 8/5/77.
3. That the use be established and maintained in accordance with the approved plan.
4. Developer will provide a 20-foot wide landscape buffer between the Pyland Property and the subject property, such buffer not to be required adjacent to the properties owned by other persons adjacent to the subject property.
5. Developer will construct an 8-foot high, solid masonry wall on the boundary between its property and the properties to the East and the South for a distance of 50 feet.
6. Developer will remove the existing pine and holly located on the East property line, provided that such removal does not cost over \$1500.00.
7. The subject building to be constructed on the subject property will be a maximum of one story, not to exceed 18 feet in height. No parking will be permitted on the roof of any structure.
8. Any temporary sewage treatment facility, if required, will be located only on the ~~West~~ one-half of the subject property and as close to the highway as developer is able to place it.
9. Trash storage will be located at least 100 feet from the East property line.
10. Lighting shall be implemented in full accordance with County Regulations and in a way that will effectuate no spillover.
11. Developer shall take no steps whatsoever, either directly or indirectly, to effectuate any access to the shopping center from any other place other than as indicated in the site plan. Developer agrees not to initiate any action, nor to assist in any action nor to take any action directly or indirectly with respect to providing ingress and egress to the subject shopping center from any source other than as reflected on the site plan of record.
12. No gasoline or diesel generating equipment will be located on the back one-half of the shopping center.

- 13. Any food garbage disposal located on the rear one-half of the subject shopping center will be placed in refrigerated storage rooms which covenant shall be included in any lease with a restaurant with which developer may covenant.
- 14. Any loading and unloading of goods and supplies will occur only during legal hours, that is, not after 11:00 o'clock at night and not before 7:00 o'clock in the morning with respect to the rear one-half of the shopping center.
- 15. Developer, its successors, assigns, lessees and licensees shall be excused from complying with any of the conditions whose enforcement would require the necessity of public hearing or which would be in violation of any local, state or federal rules, regulations or laws.

The Zoning Director is hereby directed to make the necessary notations upon the maps and records of the Dade County Building and Zoning Department, and to issue all permits in accordance with the terms and conditions of this resolution.

PASSED AND ADOPTED this 19th day of January, 1978.

Heard 11-10-77
 No. 77-11-26
 vp

DADE COUNTY, FLORIDA, BY ITS
 BOARD OF COUNTY COMMISSIONERS

RICHARD P. BRINKER, CLERK

By EDWARD D. PHELAN
 Deputy Clerk

This resolution transmitted
 to the Clerk of the Board of
 County Commissioners on the 10th
 day of March 1978.

March 9, 1978

Mr. D. K. McKomas, et al
c/o Gary S. Brooks, Esq.
1003 DuPont Building
Miami, Florida - 33131

Re: Hearing No. 77-11-26; 14601 South Dixie Highway

Dear Sir:

Enclosed, herewith, is a copy of Resolution No. Z-21-78, adopted by the Board of County Commissioners, which sustained the decision of the Zoning Appeals Board and approved, subject to conditions, your requested modification and unusual use on the above-described property.

You are, hereby, advised that the decision of the Dade County Commission may be appealed by an aggrieved party within 30 days from the date that the resolution is transmitted to the Clerk's office. You are, further, advised that in the event that a petition for writ of certiorari is timely filed in the Circuit Court, any building permit sought or obtained shall be solely at the risk of the party obtaining said permit.

Very truly yours,

Chester C. Czebrinski
Assistant Director

CCC/vp

cc: Mr. Robert D. Korner
Attorney-at-Law
4790 Tamiami Trail
, Coral Gables, Fla. - 33134

STATE OF FLORIDA)
) SS:
COUNTY OF DADE)

I, RICHARD P. BRINKER, Clerk of the Circuit Court in and for Dade County, Florida, and Ex-Officio Clerk of the Board of County Commissioners of said County, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of Resolution No. 2-21-78, adopted by the said Board of County Commissioners at its meeting held on January 19, 1978.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal on this 14th day of March, A. D. 19 78.

RICHARD P. BRINKER, Ex-Officio Clerk
Board of County Commissioners
Dade County, Florida

By Elizabeth D. Elber
Deputy Clerk



SEAL

Board of County Commissioners
Dade County, Florida

RESOLUTION NO. 7-27-79

The following resolution was offered by Commissioner

Clara Oesterle, seconded by CommissionerBeverly B. Phillips, and upon poll of members present,

the vote was as follows:

Neal Adams	absent	Harvey Ruvin	absent
Clara Oesterle	aye	Barry D. Schreiber	aye
William G. Oliver	absent	Ruth Shack	aye
Beverly B. Phillips	aye	Stephen P. Clark	aye
James F. Redford, Jr.	aye		

WHEREAS, D. K. McComas, et al had applied for the following:

A district boundary change from GU (Interim) and BU-2 (Special Business) to BU-1A (Limited Business);

SUBJECT PROPERTY: The SW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of the SE $\frac{1}{4}$ and that portion of the North 1/2 of the SE $\frac{1}{4}$ of the NW $\frac{1}{4}$ of the SE $\frac{1}{4}$ lying South and East of US #1 in Section 21, Twp. 55 South, Range 40 East, less the South 141.03 feet.

LOCATION: 14601 South Dixie Highway, Dade County, Florida, and

WHEREAS, a public hearing of the Board of County Commissioners, Dade County, Florida, was advertised and held as required by law and all interested parties concerned in the matter were heard, at which time the applicant proffered a Declaration of Restrictions and Unity of Title Agreement assuring the County that the property would be developed substantially in accordance with plans submitted for the hearing as an integrated shopping center, and upon due and proper consideration having been given to the matter, it is the opinion of this Board that the requested district boundary change, under certain conditions, would be compatible with the neighborhood and area concerned and would not be in conflict with the principles and intent of the plan for the development of Dade County, Florida, and should be approved and the proffered restrictions should be accepted;

NOW THEREFORE BE IT RESOLVED by the Board of County Commissioners, Dade County, Florida, that the requested district boundary change to BU-1A be and the same is hereby approved and said property is hereby zoned accordingly, subject to the following conditions:

1. That a plot use plan be submitted to and meet with the approval of the Zoning Director; said plan to include among other things but be not limited thereto, location of building or buildings, type and location of signs, light standards, parking areas, exits and entrances, drainage, walls, fences, landscaping, etc.
2. That the use be established and maintained in accordance with the approved plan.

BE IT FURTHER RESOLVED that pursuant to Section 33-6 of the Code of Metropolitan Dade County, Florida, the County hereby accepts the proffered Declaration of Restrictions and Unity of Title Agreement and does exercise its option

to enforce the proffered restrictions wherein the same are more restrictive than applicable zoning regulations.

The Zoning Director is hereby directed to make the necessary changes and notations upon the maps and records of the Dade County Building and Zoning Department, and to issue all permits in accordance with the terms and conditions of this resolution.

PASSED AND ADOPTED this 15th day of February, 1979.

Heard 2/15/79
No. 79-2-CC-6
vp
Typed 4/13/79

DADE COUNTY, FLORIDA, BY ITS
BOARD OF COUNTY COMMISSIONERS

RICHARD P. BRINKER, CLERK

By RAYMOND REED
Deputy Clerk

This resolution transmitted to the Clerk of the Board of County Commissioners on the 17th day of April 1979.

STATE OF FLORIDA)
) SS:
COUNTY OF DADE)

I, RICHARD P. BRINKER, Clerk of the Circuit Court in and for Dade County, Florida, and Ex-Officio Clerk of the Board of County Commissioners of said County, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of Resolution No. Z-27-79, adopted by the said Board of County Commissioners at its meeting held on February 15, 19 79.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal on this 18th day of April, A. D. 19 79.

RICHARD P. BRINKER, Ex-Officio Clerk
Board of County Commissioners
Dade County, Florida

By Elizabeth D. Elbin
Deputy Clerk



Board of County Commissioners
Dade County, Florida

April 12, 1979

Mr. D. K. McComas, et al
c/o John D. Brion
1451 Brickell Avenue
Miami, Florida - 33131

Re: Hearing No. 79-2-CC-6; 14601 South Dixie Highway

Dear Sir:

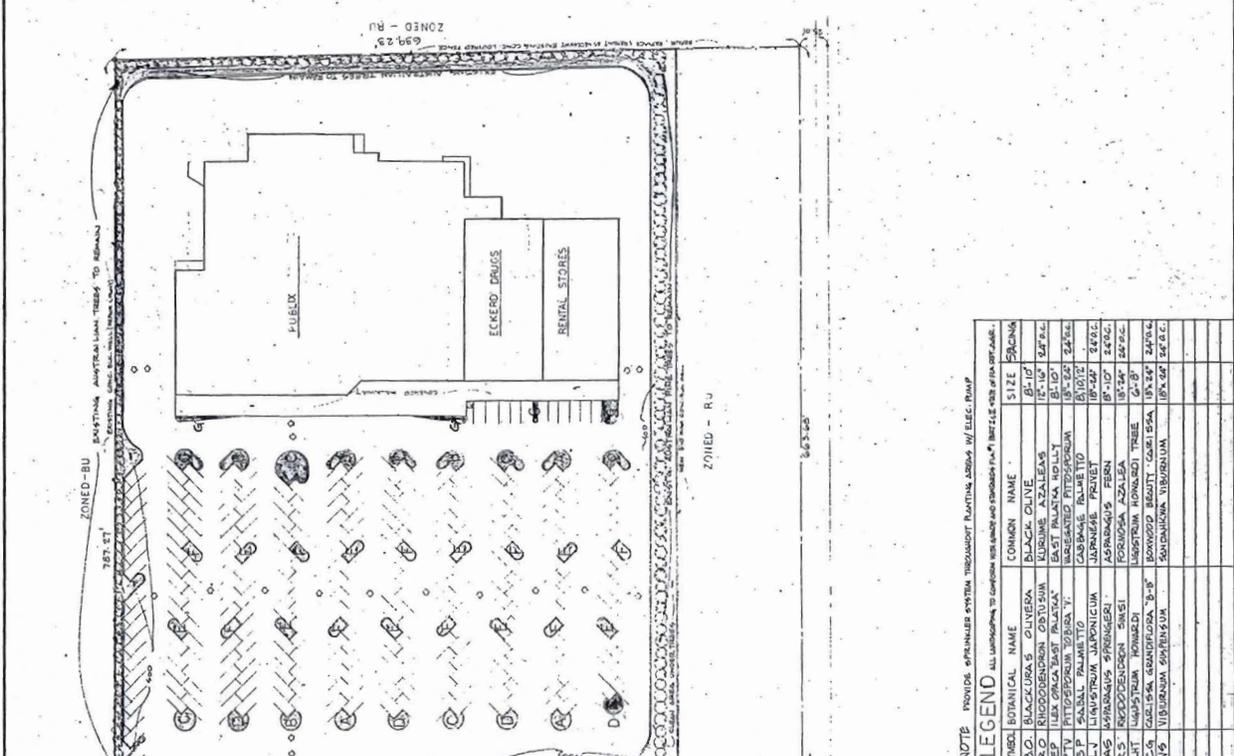
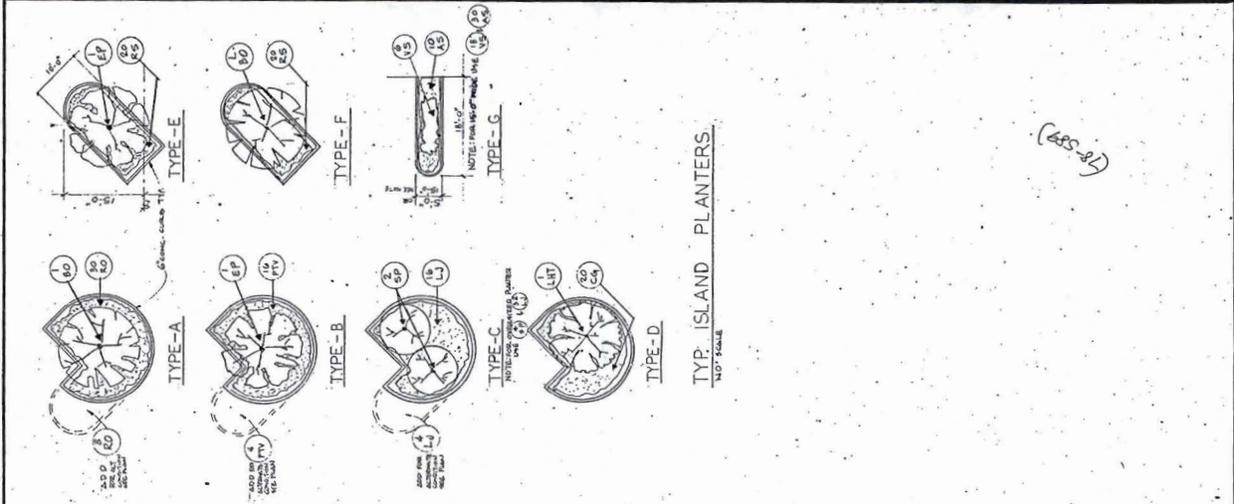
Enclosed, herewith, is a copy of Resolution No. Z-27-79, adopted by the Board of County Commissioners, which approved your requested district boundary change to BU-1A on the above-described property, subject to conditions, and accepted your proffered Declaration of Restrictions and Unity of Title Agreement.

You are, hereby, advised that the decision of the Dade County Commission may be appealed by an aggrieved party within 30 days of the date of the submittal of the resolution to the Clerk of the County Commission. You are further advised that in the event that a petition for writ of certiorari is timely filed in the Circuit Court, any building permit sought or obtained shall be solely at the risk of the party obtaining said permit.

Very truly yours,

Chester C. Czebrinski
Assistant Director

CCC/vp
Enclosure



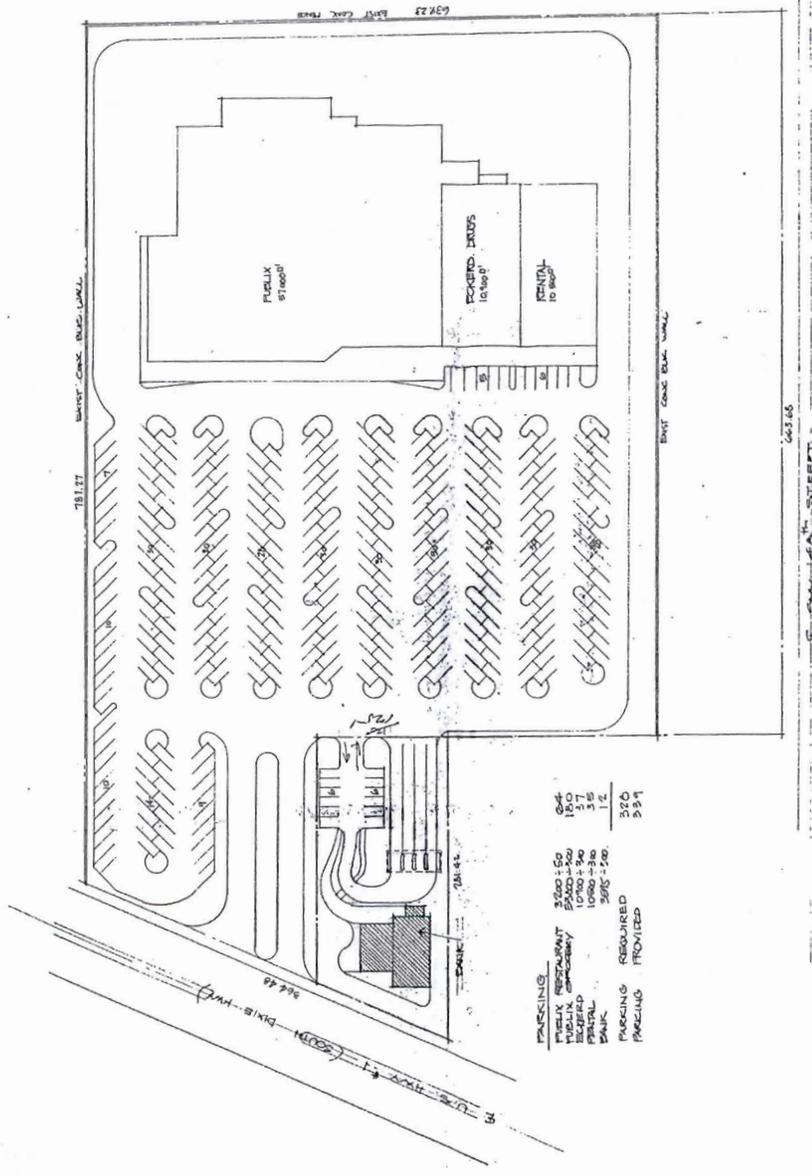
NOTE: PROVIDE SPRINKLER SYSTEM THROUGHOUT PLANTING AREAS. W/ ELEC. PLAN

LEGEND

SYMBOL	BOTANICAL NAME	COMMON NAME	SIZE	SPACING
R.O.	BLACKCURRANT	BLACK CURRANT	8'-10"	
R.O.	INCENSEDENDRON	OLIVE	18'-18"	24' x 24'
EP	ILEX	LAUREL	18'-18"	24' x 24'
PTV	PITHECOPHILA	LAUREL	18'-24"	24' x 24'
L.J.	LAVANDULA	SPRING DILL	18'-24"	24' x 24'
AS	MYRTILLUS	SPRING DILL	18'-24"	24' x 24'
R.S.	INCENSEDENDRON	OLIVE	18'-24"	24' x 24'
LIT	LYGISTRUM	HONOLULU TREE	6'-8"	
C.G.	CALISTEGIA	GRANDIFLORA	18' x 24'	24' x 24'
VS	VIBURNUM	SPIRITAEUM	18' x 24'	24' x 24'

LANDSCAPING SITE PLAN
 SCALE: 1" = 30'-0"

(885-24)



PARKING	3,200 ± 50	370
PULIX RESTAURANT	1,500 ± 50	35%
RENTAL	10,100 ± 200	35%
PULIX	10,100 ± 200	35%
BANK	2,900 ± 500	1.2
PARKING REQUIRED		370
PARKING PROVIDED		35%

SITE PLAN
1"=50'

SHEET NO. 1
SITE PLAN
1 of 2

PROJECT TITLE
FIRST NATIONAL BANK
OF GREATER MIAMI
SOUTH DIXIE HIGHWAY BRANCH

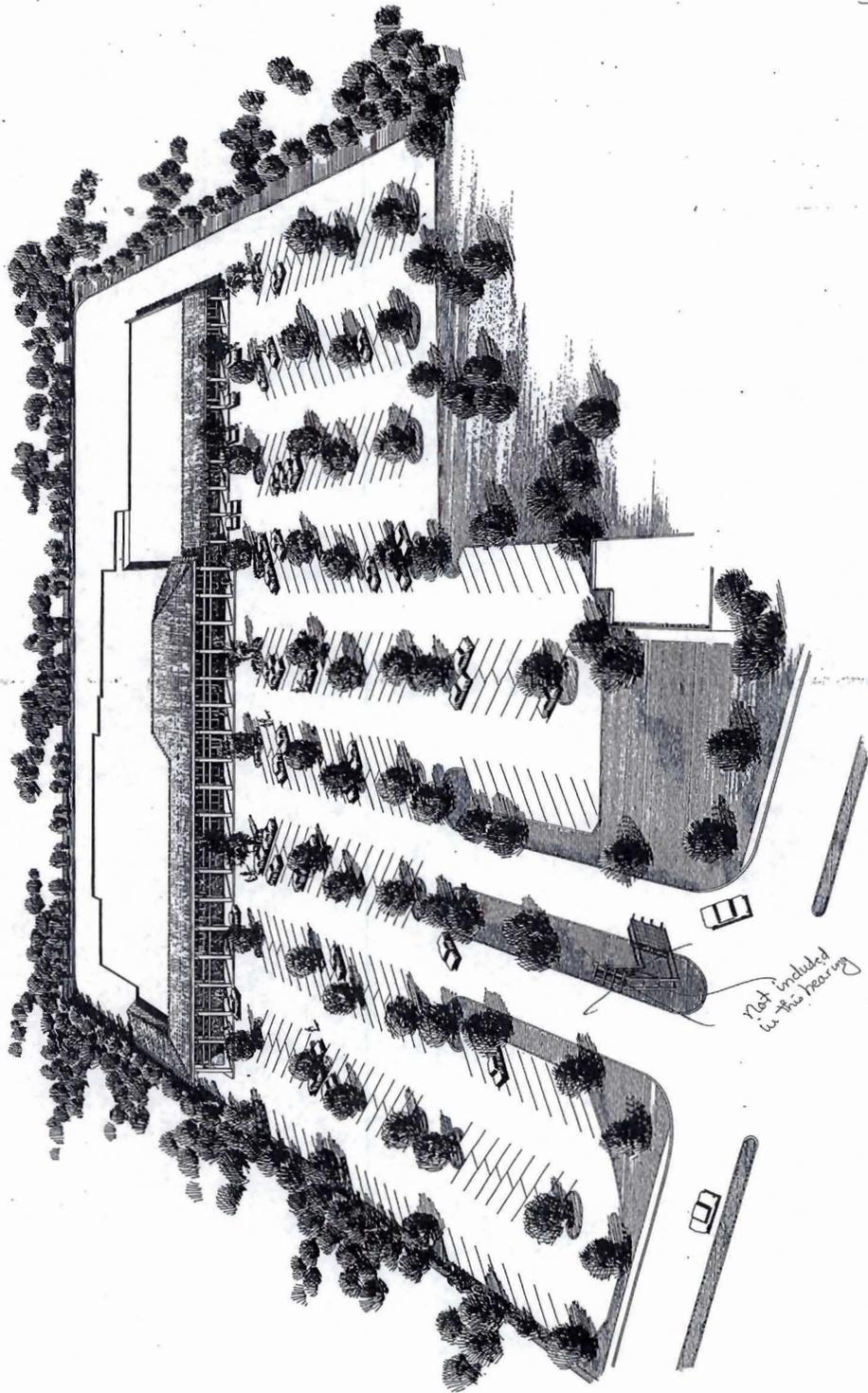
SHEET TITLE
SITE PLAN

SCALE: 1"=50'
DRAWN BY: JCR
DATE: 1/6/80
REVISIONS

PROPOSED

william hamilton archer/architects
CORAL GABLES, FLORIDA

(685-82)



Not included
in this hearing

1981

21-55-40
Item No. 81-403

RESOLUTION NO. 4-ZAB-355-81

The following resolution was offered by Mr. Jose A. Losa seconded by Mr. Murray Sisselman and upon poll of members present, the vote was as follows:

Thelma Damewood	absent	Miller J. Dawkins	absent
Lillian Dickmon	aye	R. Jolivet Frazier	absent
Peter Goldring	absent	Jose A. Losa	aye
Margaret C. Nelson	aye	Murray Sisselman	aye
Edward G. Coll, Jr.	aye		

WHEREAS, FIRST NATIONAL BANK OF GREATER MIAMI has applied for the following:

NON-USE VARIANCE OF ZONING REGULATIONS as applied to signs; to permit an additional detached sign with a maximum of 36 sq. ft. (1 detached sign permitted).

Plans are on file and may be examined in the Zoning Department entitled "First National Bank of G. Miami" prepared by Bengis Associates, Inc. dated 8-3-81.

SUBJECT PROPERTY: The south 125' of the north 1/2 of the SE 1/4 of the NW 1/4 of the SE 1/4 of Section 21, Township 55 South, Range 40 East, lying east of the E/ly right-of-way line of U.S. #1.

LOCATION: 14695 S. Dixie Highway, Dade County, Florida.

SIZE OF PROPERTY: 281' X 125' (Irregular)

WHEREAS, a public hearing of the Metropolitan Dade County Zoning Appeals Board was advertised and held, as required by law, and all interested parties concerned in the matter were heard, and

WHEREAS, upon due and proper consideration having been given to the matter, it is the opinion of this Board that the requested non-use variance of zoning regulations would be in harmony with the general purpose and intent of the regulations and would conform with the requirements and intent of the Zoning Procedure Ordinance.

NOW THEREFORE BE IT RESOLVED by the Metropolitan Dade County Zoning Appeals Board, that the requested non-use variance of zoning regulations be and the same is hereby approved subject to the following conditions:

1. That a detailed plot use plan be submitted to and meet with the approval of the Zoning Director; said plan to include among other things, but not be limited thereto, location of building or buildings, type and location of signs, light standards, parking areas, exists and entrances, drainage, walls, fences, landscaping, etc.
2. That in the approval of the plan, the same be substantially in accordance with that submitted for the hearing entitled "First National Bank of G. Miami", as prepared by Bengis Associates, Inc., and dated 8-3-81.
3. That the applicant submit to the Planning Department for its review and approval a landscaping plan which indicates the type of plant material and size prior to the issuance of a building permit and to be installed prior to the issuance of a certificate of use and occupancy.

4. That the use be established and maintained in accordance with the approved plan.

The Zoning Director is hereby directed to make the necessary notations upon the maps and records of the Dade County Building and Zoning Department and to issue all permits according to the conditions of this resolution.

PASSED AND ADOPTED this 28th day of October, 1981.

Heard 10/28/81
Hearing No. 81-10-37
11/2/81
mo

November 2, 1981

First National Bank of Greater Miami
c/o Florence T. Robbins, Esq.
1401 Brickell Ave., PH-1
Miami, FL 33131

Re: Hearing No.81-10-37; Section 21-55-40
Requested: Non-Use Variance of Zoning Regulations

Gentlemen:

Enclosed herewith is a copy of Resolution No. 4-ZAB-355-81, adopted by the Metropolitan Dade County Zoning Appeals Board, approving your application concerning the above subject matter.

Please note the conditions under which said approval was granted, inasmuch as strict compliance therewith will be required. If there are any anticipated changes from the plan submitted for the hearing, a plot use plan should be submitted to this office in triplicate before any detailed plans are prepared, inasmuch as building permits will not be issued prior to the approval of said plan.

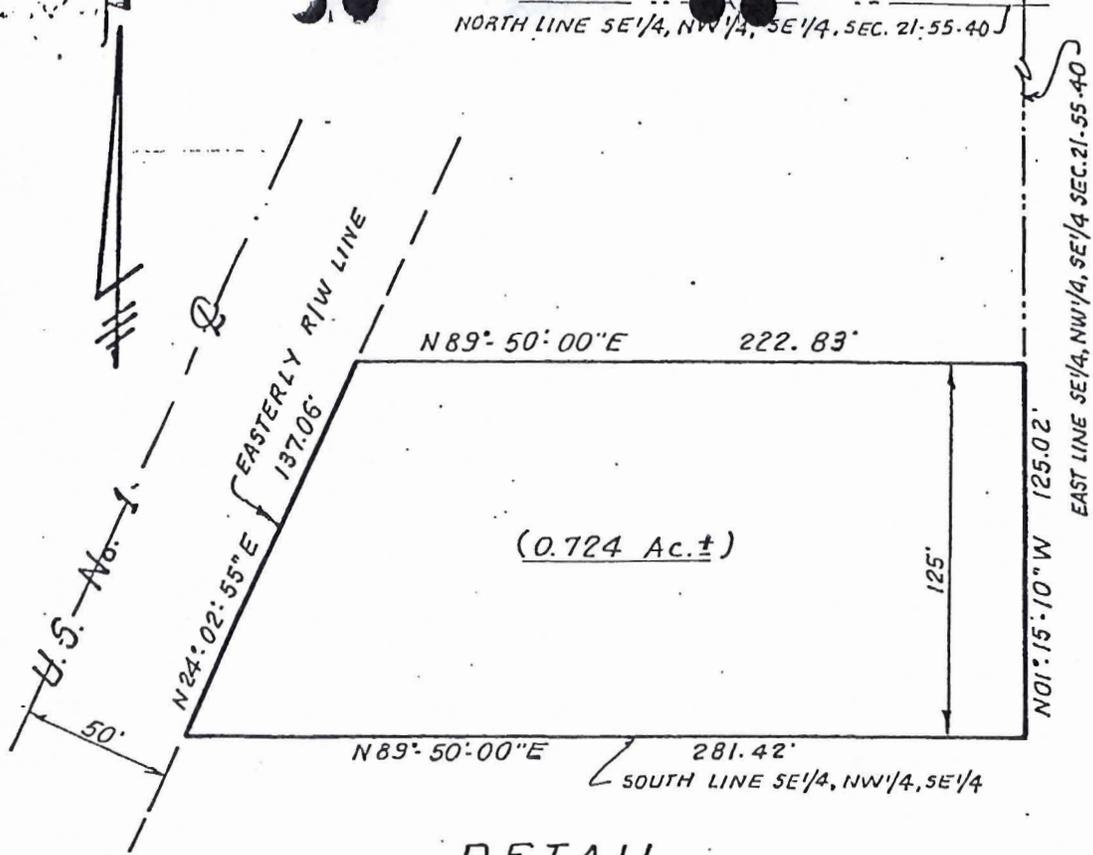
You are hereby advised that the decision of the Zoning Appeals Board may be appealed by an aggrieved party (within 14 days) or by the Directors of the Dade County Building and Zoning Department and Planning Department (within 18 days), as is provided in Chapter 33-313 of the Code of Metropolitan Dade County, Florida; and that no permits can be issued until the appeal periods have expired, and only if no appeal has been filed. Application for necessary permits should be made with this Department. The deadline for an appeal by the applicant and/or an aggrieved party is November 2, 1981.

Very truly yours,

Chester C. Czebrinski
Assistant Director

CCC:mo

Enclosure



DETAIL
SCALE: 1" = 50'

SKETCH OF DESCRIPTION

The South 125.00 feet of the SE 1/4 of the NW 1/4 of the SE 1/4 of Section 21, Township 55 South, Range 40 East, Dade County, Florida, lying East of the Easterly right of way line of U.S. No. 1.

Containing 0.724 acres, more or less.

CERTIFICATION:

We hereby certify that the attached "SKETCH OF DESCRIPTION" of the above described property is true and correct to the best of our knowledge and belief as recently prepared under our direction.

DONALD W. MCINTOSH ASSOCIATES, INC.

Daniel C. Fortin

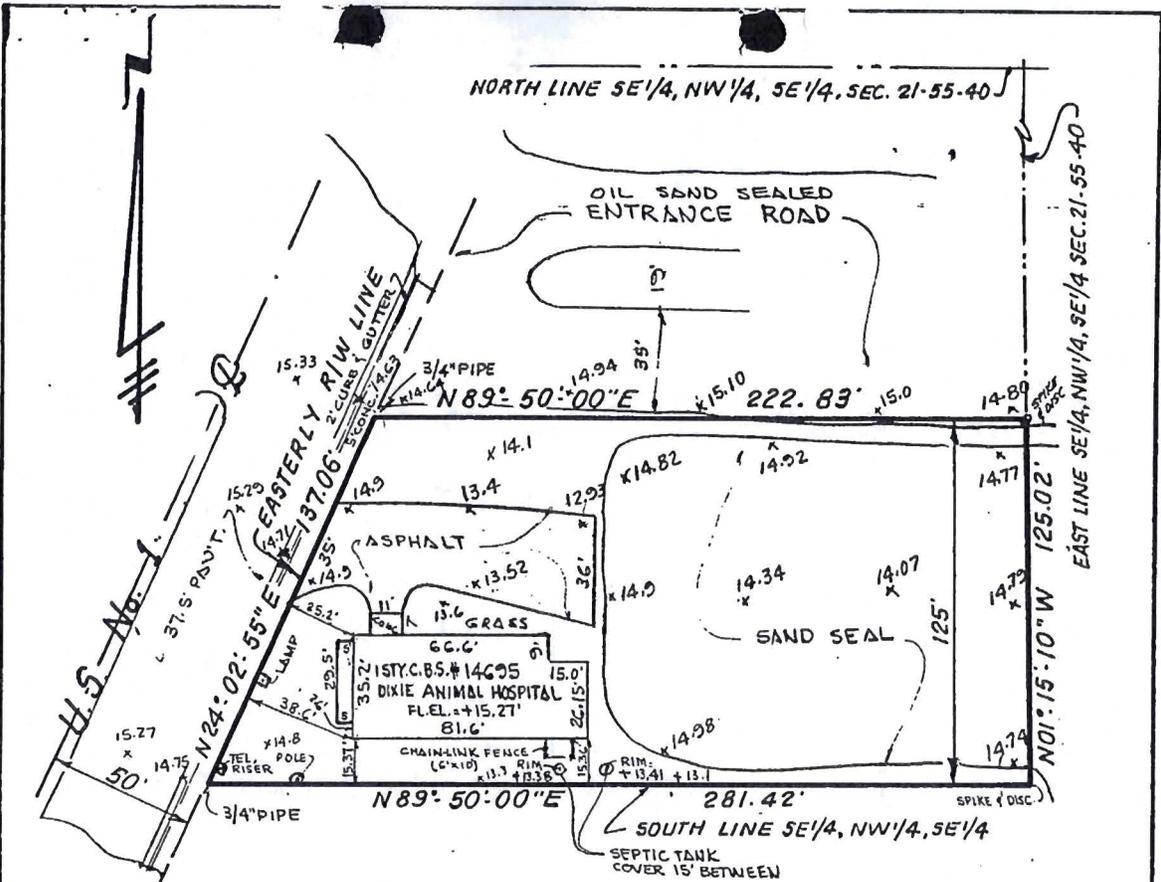
Daniel C. Fortin, Vice President
Professional Land Surveyor
State of Florida Reg. No. 2853

Exhibit "A"

"NOT VALID UNLESS SEALED"

DONALD W. MCINTOSH ASSOCIATES, INC.
551 N. E. 91ST ST.
MIAMI SHORES, FLA. 33138





DETAIL
SCALE: 1" = 50'

SKETCH OF SURVEY

The South 125.00 feet of the SE 1/4 of the NW 1/4 of the SE 1/4 of Section 21, Township 55 South, Range 40 Last, Dade County, Florida, lying East of the Easterly right-of-way line of U.S. No. 1.

Containing 0.724 acres, more or less.

CERTIFICATION:

We hereby certify that the attached "SKETCH OF SURVEY" of the above described property is true and correct to the best of our knowledge and belief as recently prepared under our direction.

DONALD W. McINTOSH ASSOCIATES, INC.

Daniel C. Fortin

Daniel C. Fortin, Vice President
Professional Land Surveyor
State of Florida Reg. No. 2853

"NOT VALID UNLESS SEALED"

RECEIVED
11-5-80
WILLIAM HAMILTON ARTHUR
ARCHITECT

DONALD W. McINTOSH ASSOCIATES, INC.
581 N. E. 91ST ST.
MIAMI SHORES, FLA. 33138

RESOLUTION NO. 4-ZAB-138-91

The following resolution was offered by Gussie Davis seconded by Jose A. Losa and upon poll of members present, the vote was as follows:

Humberto Amaro	aye	William Losner	aye
Mavel Cruz	aye	Scott Notowitz	aye
Gussie Davis	aye	Dean Oddy	aye
Colleen Griffin	aye	Kenneth Welt	aye
Jose A. Losa	aye		

WHEREAS, PUBLIX SUPER MARKETS, INC. had applied for the following:

- (1) MODIFICATION of Condition #1 of Declaration of Restrictions and Unity of Title Agreement recorded in Official Record Book 10380, Pages 812 - 820, on the 2nd day of May, 1979, said agreement being required pursuant to Resolution Z-27-79, passed and adopted by the Board of County Commissioners on the 15th day of February, 1979, as follows:

FROM: "1. That said property shall be developed substantially in accordance with the spirit and intent of the plans previously submitted, prepared by D.E. Britt Associates of Miami, Inc., Engineers, entitled Publix Shopping Center, 14601 S. Dixie Highway, Dade County, Florida, dated the 22nd day of September, 1978."

TO: "1. That said property shall be developed substantially in accordance with the spirit and intent of the plans previously submitted, prepared by D.E. Britt Associates of Miami, Inc., Engineers, entitled 'Publix Shopping Center,' consisting of two sheets, dated received 1-7-91."

The purpose of this request is to allow the applicant to submit revised plans which show expansions to the Publix Super Market.

SUBJECT PROPERTY: The SW 1/4 of the NE 1/4 of the SE 1/4 less the south 141' thereof and that portion of the north 1/2 of the SE 1/4 of the NW 1/4 of the SE 1/4 lying east of the E/ly right-of-way line of U.S. Highway No. 1 in Section 21, Township 55 South, Range 40 East.

LOCATION: 14601 S. Dixie Highway, Dade County, Florida, and

WHEREAS, a public hearing of the Metropolitan Dade County Zoning Appeals Board was advertised and held, as required by law, and all interested parties concerned in the matter were given an opportunity to be heard, and

WHEREAS, this Board has been advised that the subject application has been reviewed for compliance with concurrency requirements for levels of services and, at this stage of the request, the same was found to comply with the requirements, and

WHEREAS, upon due and proper consideration having been given to the matter, it is the opinion of this Board that the requested modification would be compatible with the area and its development and would conform with the requirements and intent of the Zoning Procedure Ordinance;

NOW THEREFORE BE IT RESOLVED by the Metropolitan Dade County Zoning Appeals Board that the application be and the same is hereby approved, subject to the following conditions:

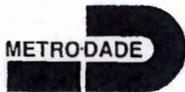
1. That the amended covenant be submitted to the Zoning Director in recordable form prior to building permit issuance for the additions.
2. That the applicants comply with all conditions and requirements of the Public Works Department.
3. That the applicants comply with all conditions and requirements of the Department of Environmental Resources Management, including obtaining operating permits, if applicable, within a year from the date of this resolution.
4. That the applicants submit to the Planning Department for its review and approval a landscaping plan which indicates the type of plant material and size prior to the issuance of a building permit and to be installed prior to the issuance of a certificate of use and occupancy.

BE IT FURTHER RESOLVED, notice is hereby given to the applicant that the request herein constitutes an initial development order and does not constitute a final development order and that one, or more, concurrency determinations will subsequently be required before development will be permitted.

The Zoning Director is hereby directed to make the necessary notations upon the maps and records of the Dade County Building and Zoning Department and to issue all permits in accordance with the terms and conditions of this resolution.

PASSED AND ADOPTED this 29th day of May, 1991.

Hearing No. 91-5-29
Typed 6/4/91 bn



METRO-DADE CENTER

BUILDING & ZONING DEPARTMENT
METRO-DADE CENTER
111 N.W. FIRST STREET
SUITE 1010
MIAMI, FLORIDA 33128-1974
(305) 375-2500

June 21, 1991

Publix Supermarkets, Inc.
P.O. Box 407
Lakeland, FL 33802

Re: Hearing No: 91-5-29
Location: 14601 S. Dixie Hwy.

Gentlemen:

Enclosed herewith is a copy of Resolution No. 4-ZAB-138-91, adopted by the Metropolitan Dade County Zoning Appeals Board, approving your application on the above-described property. Please note the conditions under which said approval was granted, inasmuch as strict compliance therewith will be required.

Once the use has been established, failure to maintain compliance with any of the required conditions will result in the immediate issuance of a civil violation notice for each condition violated. Each ticket issued will require payment of a daily monetary fine in the amount of \$500.00.

Please note that the amended covenant should be submitted in recordable form and meet with the approval of the Zoning Director prior to the issuance of a building permit.

Application for necessary permits and/or Certificate of Use and Occupancy permits should be made with this Department.

Very truly yours,

A handwritten signature in black ink that reads 'Chester C. Czebrinski'.
Chester C. Czebrinski
Legal Counsel

CCC/bn
Enclosures

cc: Stanley B. Price, Esquire
100 S.E. 2nd Street
Miami, FL 33131

Department of Public Works
Department of Environmental Resources Mgmt.
Enforcement



1-66
 1-66
 1-66

PUBLIX SHOPPING CENTER
 14601 SOUTH DIXIE HIGHWAY
 DADE COUNTY FLORIDA

Publix Super Markets, Inc.
 Main Office and Warehouse
 14601 South Dixie Highway, Ft. Lauderdale, Florida 33302
 Telephone (305) 588-1888

D. E. BRITT ASSOCIATES, INC.
 ENGINEERS
 1825 NE 23RD STREET
 MIAMI, FLORIDA 33134

DATE: 6-1-66
 DRAWN BY: [Signature]

LEGEND

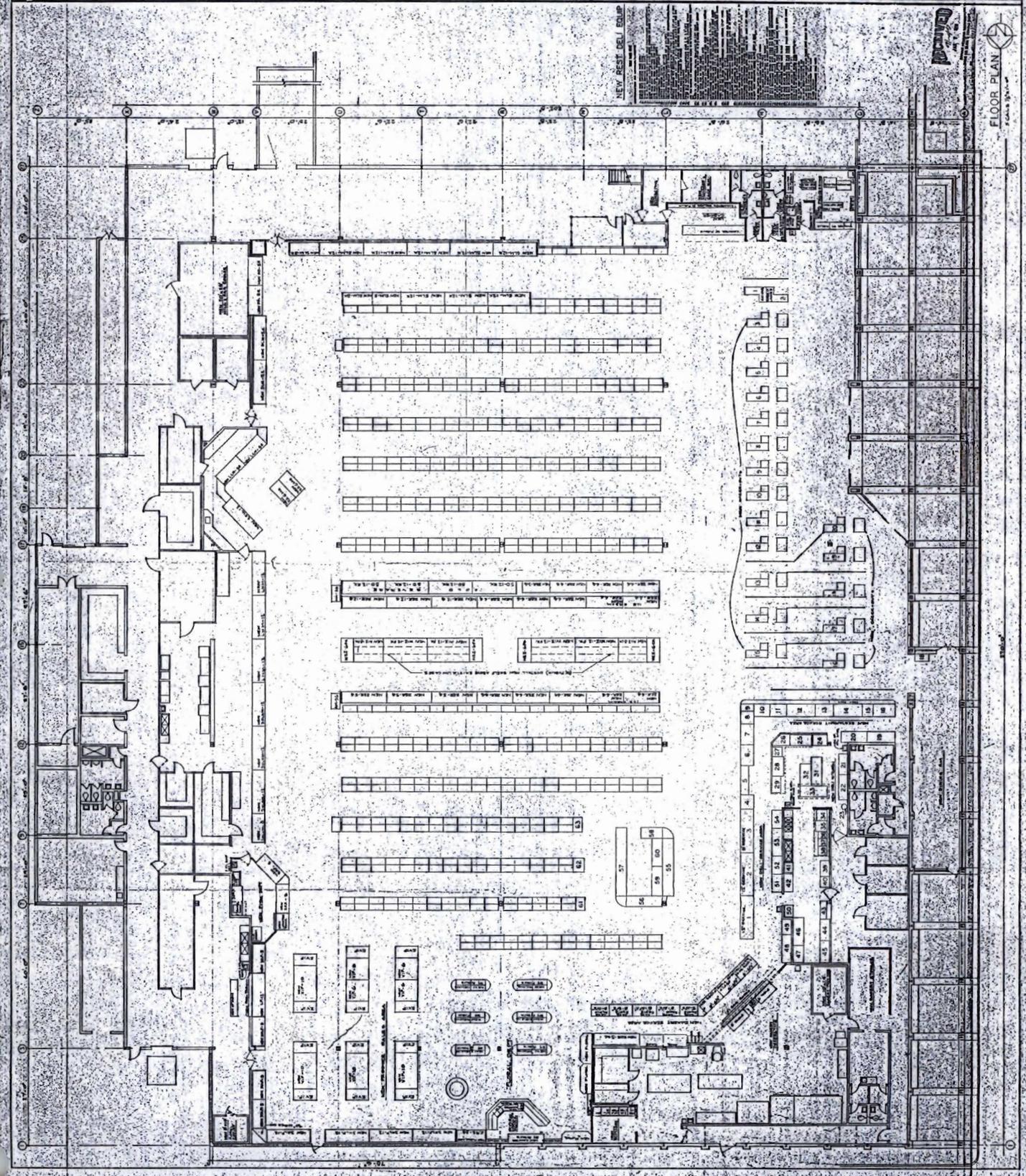
1. 1/2" = 1'-0"	2. 1/4" = 1'-0"	3. 1/8" = 1'-0"
4. 1/16" = 1'-0"	5. 1/32" = 1'-0"	6. 1/64" = 1'-0"
7. 1/128" = 1'-0"	8. 1/256" = 1'-0"	9. 1/512" = 1'-0"
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PUBLIX SHOPPING CENTER
14601 SOUTH DIXIE HIGHWAY
DADE COUNTY, FLORIDA

Publix Super Markets, Inc.
Main Office and Warehouse
Box 407, Lakeland, FL 33802
Telephone: (813) 588-1888

P. R. BUNT ASSOCIATES, INC.
ENGINEERS
1000 N. W. 13th Street
Fort Lauderdale, Florida 33304
Telephone: (305) 461-1111

NEW REST DELI EQUIP
EQUIPMENT LIST
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4/2000

RESOLUTION NO. CZAB13-6-00

WHEREAS, **PUBLIX SUPERMARKETS, INC.** applied for the following:

- (1) MODIFICATION of "Amendment to a Declaration of Restrictions," as recorded in Official Records Book 15256, Pages 1629 - 1631, reading as follows:

FROM: "That said property shall be developed substantially in accordance with the spirit and intent of the plans previously submitted, prepared by D.E. Britt Associates of Miami, Incorporated, Engineers, entitled 'Publix Shopping Center,' consisting of two sheets, dated received 1/7/91."

TO: "That in the approval of the plan the same be substantially in accordance with those submitted for the hearing entitled 'Publix Supermarkets,' as prepared by Wayne E. Vensel Architect, Inc., and dated received 3/28/00."

The purpose of the request is to allow the applicant to submit revised plans showing an addition to an existing building.

- (2) NON-USE VARIANCE OF ZONING REGULATIONS to permit 10' wide one-way driveways (14' required).
- (3) NON-USE VARIANCE OF ZONING REGULATIONS requiring a 5' high decorative masonry wall where commercially zoned property abuts residentially zoned property; to waive same.
- (4) NON-USE VARIANCE OF ZONING REGULATIONS to permit a landscaped open space of 13.4% (14% required).

The aforementioned plan is on file and may be examined in the Zoning Department. Plans may be modified at public hearing.

SUBJECT PROPERTY: The SW ¼ of the NE ¼ of the SE ¼, less the south 141' thereof and that portion of the north ½ of the SE ¼ of the NW ¼ of the SE ¼ lying east of the E/ly right-of-way line of U.S. #1, Section 21, Township 55 South, Range 40 East.

LOCATION: 14601 S. Dixie Highway, Miami-Dade County, Florida, and

WHEREAS, a public hearing of the Miami-Dade County Community Zoning Appeals Board 13 was advertised and held, as required by law, and all interested parties concerned in the matter were given an opportunity to be heard, and at which time it was noted that the applicant had previously submitted revised plans within the scope of the ad entitled "Publix Shopping Center," as prepared by Wayne E. Vensel Architect, Inc., and dated received 4/20/00, and at which time the



applicant requested permission to withdraw the non-use variances of zoning regulations (Items #3 & 4), and

WHEREAS, this Board has been advised that the subject application has been reviewed for compliance with concurrency requirements for levels of services and, at this stage of the request, the same was found to comply with the requirements, and

WHEREAS, upon due and proper consideration having been given to the matter it is the opinion of this Board that the requested non-use variance of zoning regulations (Item #2) and modification (Item #1) on a modified basis to reflect revised plans would be compatible with the area and its development and would be in harmony with the general purpose and intent of the regulations and would conform with the requirements and intent of the Zoning Procedure Ordinance, and that the withdrawal of the non-use variances of zoning regulations (Items #3 & 4) should be granted, and

WHEREAS, a motion to approve the requested non-use variance of zoning regulations (Item #2), and modification (Item #1) on a modified basis to reflect revised plans, and to allow the withdrawal of the non-use variances of zoning regulations (Items #3 & 4) was offered by Tom David, seconded by John Pettit, and upon a poll of the members present, the vote was as follows:

Tom David	aye	Paula Palm	aye
Robert Harrison III	absent	John Pettit	aye
Marsha Matson	aye	Linda Robinson	aye
Susan M. Ludovici	aye		

NOW THEREFORE BE IT RESOLVED by the Miami-Dade County Community Zoning Appeals Board 13, that the requested non-use variance of zoning regulations (Item #2) be and the same is hereby approved, and

BE IT FURTHER RESOLVED, that the modification (Item #1), on a modified basis as it pertains to the Declaration of Restrictions, be and the same is hereby approved, and reads as follows:

That in the approval of the plan the same be substantially in accordance with those submitted for the hearing entitled 'Publix Shopping Center,' as prepared by Wayne E. Vensel Architect, Inc., and dated received 4/20/00."

BE IT FURTHER RESOLVED, that the application as approved is subject to the following conditions:

1. That a site plan be submitted to and meet with the approval of the Director upon the submittal of an application for a building permit and/or Certificate of Use and Occupancy; said plan to include among other things but not be limited thereto, location of structure or structures, types, sizes and location of signs, light standards, off-street parking areas, exits and entrances, drainage, walls, fences, landscaping, etc.
2. That the use be established and maintained in accordance with the approved plan.
3. That the applicant submit to the Department for its review and approval a landscaping plan which indicates the type and size of plant material prior to the issuance of a building permit and to be installed prior to the issuance of a Certificate of Use and Occupancy.
4. That the applicant comply with all applicable conditions and requirements of the Department of Environmental Resources Management (DERM) as contained in their memorandum pertaining to this application.
5. That the applicant comply with all applicable conditions and requirements of the Public Works Department as contained in their memorandum pertaining to this application.
6. That the applicant obtain a Certificate of Use and Occupancy from the Department, upon compliance with all the terms and conditions, the same subject to cancellation upon violation of any of the conditions.
7. That a revised Declaration of Restrictions be submitted to the Department within 90 after final public hearing approval of this application, unless a time extension is granted by the Director for good caused shown, or prior to building permit, whichever comes first.

BE IT FURTHER RESOLVED, notice is hereby given to the applicant that the request herein constitutes an initial development order and does not constitute a final development order and that one, or more, concurrency determinations will subsequently be required before development will be permitted.

The Director is hereby authorized to make the necessary notations upon the maps and records of the Miami-Dade County Department of Planning and Zoning and to issue all permits in accordance with the terms and conditions of this resolution.

PASSED AND ADOPTED this 4th day of May, 2000.

Hearing No. 00-2-CZ13-1
mc

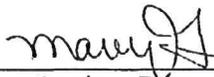
THIS RESOLUTION WAS TRANSMITTED TO THE CLERK OF THE BOARD OF COUNTY COMMISSIONERS ON THE 10TH DAY OF MAY, 2000.

STATE OF FLORIDA

COUNTY OF MIAMI-DADE

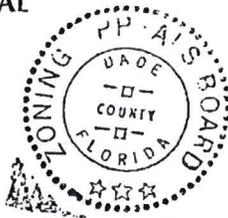
I, Marcy Gordon, as Deputy Clerk and Legal Counsel for the Miami-Dade County Department of Planning and Zoning as designated by Guillermo E. Olmedillo, Director of the Miami-Dade County Department of Planning and Zoning and Ex-Officio Secretary of the Miami-Dade County Community Zoning Appeals Board 13, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of Resolution No. CZAB13-6-00 adopted by said Community Zoning Appeals Board at its meeting held on the 4th day of May, 2000.

IN WITNESS WHEREOF, I have hereunto set my hand on this 10th day of May, 2000.



Marcy Gordon, Deputy Clerk and Legal Counsel
Miami-Dade County Department of Planning and Zoning

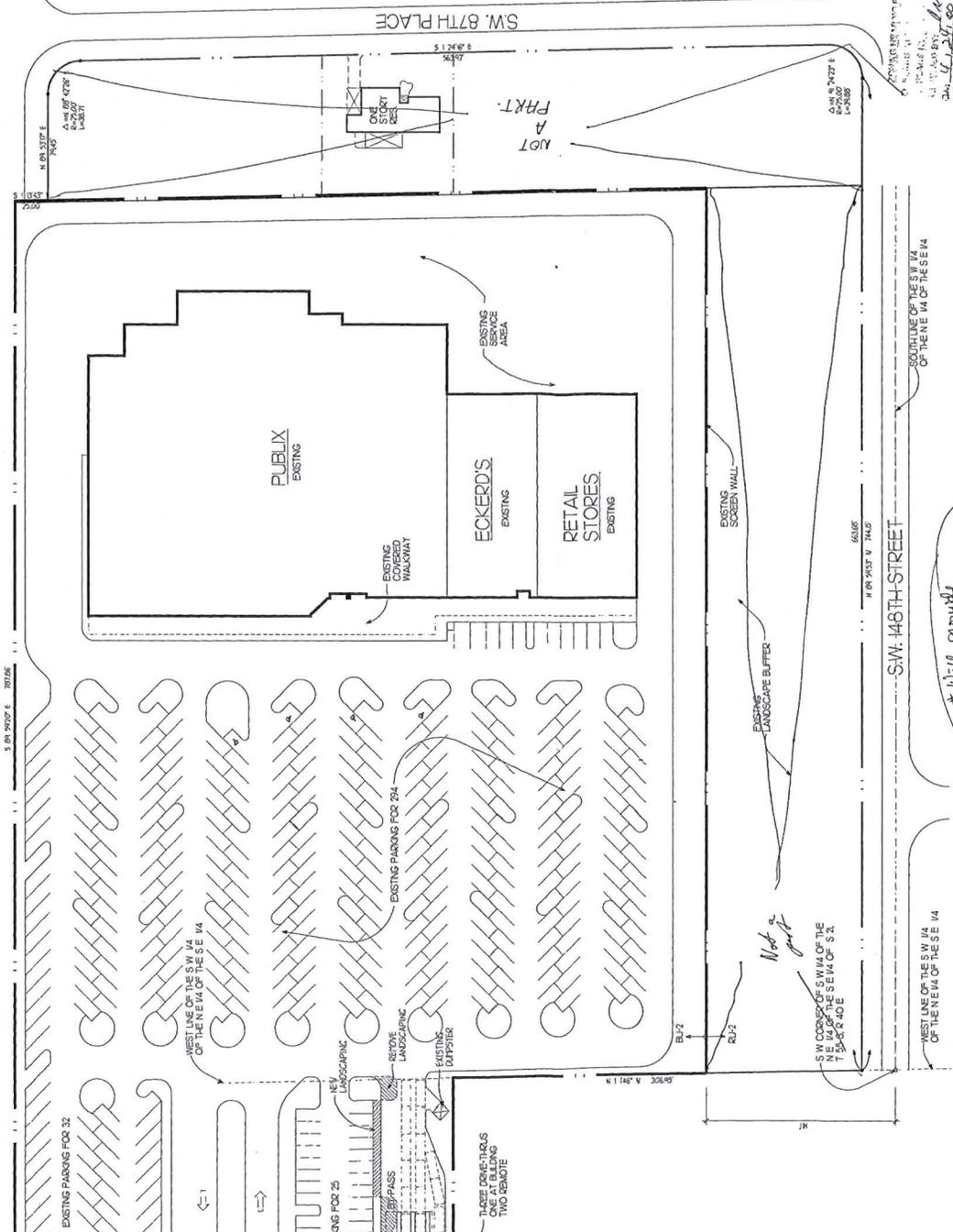
SEAL



APR 13 2000

RECEIVED
APR 13 2000
PLANNING SECTION
MUNICIPAL GOVERNMENT

SITE PLAN
1" = 40'



* Will provide
12 bible reader,
as per J. Proctor, Eng.
1/1/99. Bma

ZONING DISTRICT: RL-2		RESOLUTION NUMBER: 41027	
EXISTING	PROPOSED	EXISTING	PROPOSED
NET LAND AREA	41,027 SQ. FT. (0.93 ACRES)	NET LAND AREA	41,027 SQ. FT. (0.93 ACRES)
LOT COVERED	2,791 SQ. FT. (6.75%)	LOT COVERED	2,791 SQ. FT. (6.75%)
IMPROVED	2,791 SQ. FT. (6.75%)	IMPROVED	2,791 SQ. FT. (6.75%)
UNIMPROVED	38,236 SQ. FT. (87.25%)	UNIMPROVED	38,236 SQ. FT. (87.25%)
TOTAL	41,027 SQ. FT. (0.93 ACRES)	TOTAL	41,027 SQ. FT. (0.93 ACRES)
LANDSCAPE BUFFER		LANDSCAPE BUFFER	
EXISTING	PROPOSED	EXISTING	PROPOSED
NET LAND AREA	1,100 SQ. FT. (0.025 ACRES)	NET LAND AREA	1,100 SQ. FT. (0.025 ACRES)
LOT COVERED	1,100 SQ. FT. (100%)	LOT COVERED	1,100 SQ. FT. (100%)
IMPROVED	1,100 SQ. FT. (100%)	IMPROVED	1,100 SQ. FT. (100%)
UNIMPROVED	0 SQ. FT. (0%)	UNIMPROVED	0 SQ. FT. (0%)
TOTAL	1,100 SQ. FT. (0.025 ACRES)	TOTAL	1,100 SQ. FT. (0.025 ACRES)
TOTAL		TOTAL	
EXISTING	PROPOSED	EXISTING	PROPOSED
NET LAND AREA	41,027 SQ. FT. (0.93 ACRES)	NET LAND AREA	41,027 SQ. FT. (0.93 ACRES)
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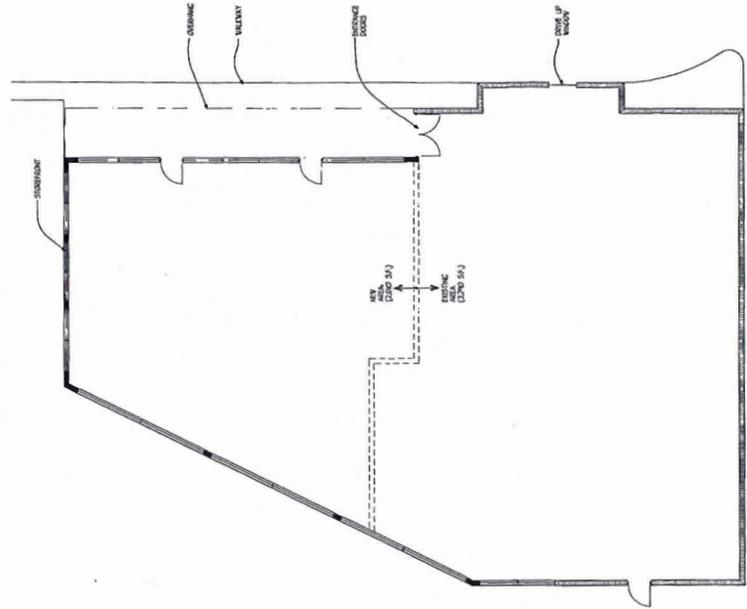
DATE: 04/14/99
BY: JEP
JOB: SE-177
SHEET: SPA-1

REV. 11.11.10
M2

DATE 3/27/10
FILE SECTSPAL
JOB SE-17
SHEET
SPA-2

PUBLIX SHOPPING CENTER
14501 SOUTH DIXIE HIGHWAY
MIAMI, FLORIDA

WAYNE E. VENSEL ARCHITECT, INC.
14501 SOUTH DIXIE HIGHWAY
MIAMI, FLORIDA 33143
PHONE 305-446-4900
FAX 305-446-4901



1 FLOOR PLAN
1/8" = 1'-0"

2004

RESOLUTION NO. 04-58

ZONING APPLICATION 04-7-VPB-3 (04-99)

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A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO ZONING; DENYING THE APPLICATION OF PUBLIX SUPERMARKETS, INC. (14599 SOUTH DIXIE HIGHWAY) FOR A NON-USE VARIANCE (LIQUOR PACKAGE STORE OPERATIONS ON SUNDAYS); PROVIDING AN EFFECTIVE DATE.

WHEREAS, the applicant made application for non-use variance, as described in the Miami-Dade Department of Planning and Zoning Recommendation to the Village of Palmetto Bay, which is attached to this resolution; and,

WHEREAS, the village council of the Village of Palmetto Bay conducted a quasi-judicial hearing on the application at Southwood Middle School on July 12, 2004; and,

WHEREAS, the mayor and village council finds, based on substantial competent evidence in the record, that the application has not satisfied its burden of demonstrating that a use would be consistent with surrounding neighborhood, with surrounding uses, that it would not negatively affect the village and not a detriment to the community as required under section 33-311(A)(4)(b); and,

WHEREAS, the mayor and village council find that applicant is not being denied a reasonable use of its property and based on evidence presented the property is currently being utilized in accordance with underlying zoning district regulations; and,

WHEREAS, based on the foregoing finding, the mayor and village council determined to deny the applicant, as provided in this resolution.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, AS FOLLOWS:

Section 1. A hearing on the present applications was held on July 12, 2004 in accordance with ordinance no. 02-03, entitled "Quasi-judicial hearing procedures." Pursuant to the hearing, the village council makes the following findings of fact and conclusions of law and order.

1 Section 2. Findings of fact.
2

- 3 1. The applicant is Publix Supermarkets, Inc. The property is a shopping
4 center with an existing liquor store, zoned BU-1A, located at 14599 South
5 Dixie Highway.
6 2. The applicant is requesting approval to permit the existing liquor store to be
7 open on Sundays (not permitted).
8 3. The village council adopts specific portions of the cover sheet to the county
9 staff report under the sections entitled Zoning Hearings History,
10 Comprehensive Development Master Plan (CDMP), Neighborhood
11 Characteristics, and Site and Buildings and Neighborhood Services as part
12 of its findings of fact.
13 4. No other municipality surrounding the village has Sunday liquor sales.
14 5. The applicant failed to show how Sunday liquor sales will have an impact
15 on Publix bottom line.
16 6. There are no alcohol sales on Sunday from Homestead to South Miami.
17 7. Only 1.1% of the store is dedicated to liquor store, which percentage fails
18 to demonstrate hardship or detriment to Publix in not being able to sell
19 alcohol on Sundays.
20 8. Publix remains able to sell beer and wine on Sundays.
21 9. Testimony was introduced that 98.9% of the store is not related to alcohol
22 sales.
23 10. No evidence presented on unnecessary hardship under 33-311(A)(4)(c),
24 which is required to grant non-use variance under that provision.
25

26 Section 3. Conclusions of law.
27

- 28 1. The village council rejects the portions of the county recommendation
29 entitled Pertinent Requirements/Standards and Analysis as its conclusions
30 of law.
31 2. The village council concludes that the application for alternative site
32 development order is incompatible with the Non-Use Variance Standards
33 Section 33-311(A)(4)(b).
34 3. The applicant did not establish that it was entitled to a non-use variance.
35 4. The applicant did not establish to satisfaction of the village council that the
36 use (Sunday liquor sales) would not negatively affect the village.
37 5. The applicant did not establish to satisfaction of the village council that the
38 use is compatible with other surrounding land uses within the village.
39 6. The applicant did not establish to satisfaction of the village council that the
40 use would not be detrimental to the community.

- 1 7. The village has never approved Sunday liquor sales.
2 8. The applicant did not adequately establish an overwhelming need for
3 Sunday liquor sales. There is no evidence of necessity.
4 9. The applicant did not establish to village's satisfaction that Sunday liquor
5 sales are compatible with and not a detriment to the community.
6 10. The applicant did not establish a need nor satisfactorily express a public
7 interest for Sunday liquor sales, which public interest would compel the
8 village to approve the use.
9

10 Section 4. Order.
11

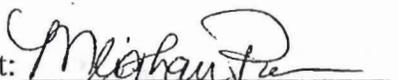
- 12 1. The application for a non-use variance is denied without prejudice.
13

14 Section 5. Record.
15

16 The record shall consist of the notice of hearing, the applications, documents
17 submitted by the applicant and the applicant's representatives to the Miami-Dade
18 County Department of Planning and Zoning in connection with the applications,
19 the county recommendation and attached cover sheet and documents, the
20 testimony of sworn witnesses and documents presented at the quasi-judicial
21 hearing, and the tape and minutes of the hearing. The record shall be maintained
22 by the village clerk.
23

24 Section 6. This resolution shall take effect immediately upon approval.
25

26 PASSED and ADOPTED this 12th day of July, 2004.
27
28

29
30 Attest: 
31 Meighan Pier
32 Village Clerk
33


Eugene P. Flinn, Jr.
Mayor
34

35 APPROVED AS TO FORM:
36

37 
38 Eve Boutsis
39 Village Attorney
40

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FINAL VOTE AT ADOPTION:

Mayor Eugene P. Flinn, Jr.	<u>YES</u>
Vice-Mayor Linda Robinson	<u>YES</u>
Council Member Ed Feller	<u>YES</u>
Council Member Paul Neidhart	<u>YES</u>
Council Member John Breder	<u>NO</u>

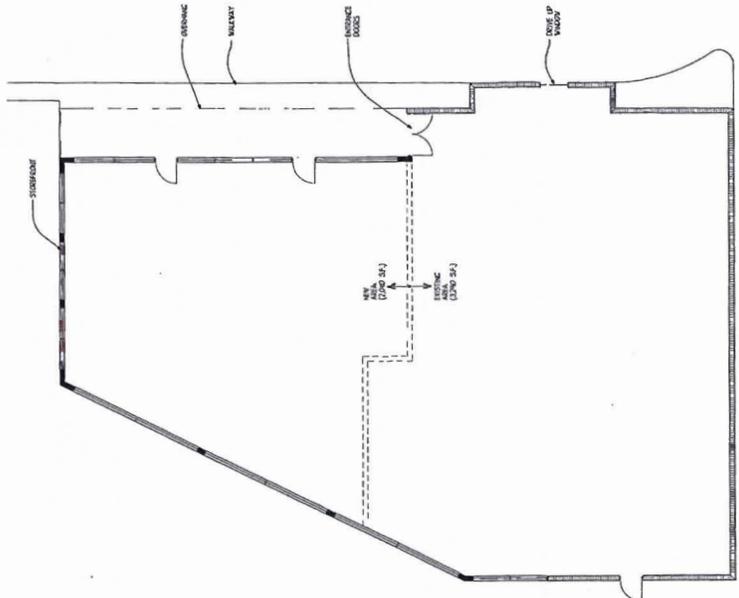
WEN
REV 11 2008

DATE: 3/27/00
REV: SECS/PA2
JOB: SE-27
SHEET

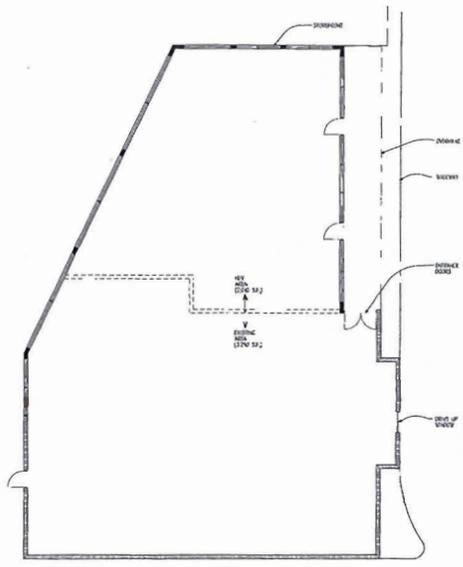
SPA-2

PUBLIC SHOPPING CENTER
1401 SOUTH DIXIE HIGHWAY
MIAMI, FLORIDA

WAYNE E. VENSEL
ARCHITECT, INC.
14000 SW 76 STREET
MIAMI, FLORIDA 33143
954-477-1100



1 FLOOR PLAN
1/8" = 1'-0"



1 FLOOR PLAN
 1/2" = 1'-0"

WES
 11/17/00

WAYNE E. VENSEL
 ARCHITECT, INC. A PROFESSIONAL CORPORATION
 1000 UNIVERSITY BLVD., SUITE 100
 BOCA RATON, FLORIDA 33433

PUBLIC SHOPPING CENTER
 1500 S.W. 11th Street
 MIAMI, FLORIDA

11/17/00
 11/17/00
 11/17/00
 11/17/00

3/27/00
 SEC/SPA2
 SE-07
 SPA-2

POSTING & MAILING

VPB-12-007 SIR GALLOWAY DRY CLEANERS



Village of Palmetto Bay
FLORIDA

November 19, 2012

Ms. Maria Segura
Sir Galloway Drycleaners, Inc.
13007 SW 87th Street
Miami, FL 33176

Re: Direct Costs to be reimbursed to the Village of Palmetto Bay for Zoning Hearing
VPB-12-006 for Sir Galloway Dry Cleaners, Inc.

Dear Ms. Segura:

The Village of Palmetto Bay requires, per ordinance, reimbursement of direct costs incurred to process zoning applications for zoning hearings. Application VPB-12-006 is scheduled for the zoning hearing of Monday, December 17, 2012. The following costs are to be reimbursed to the Village:

Mailings to property owners within a 2,500 foot radius
@ \$.57 each x 2,168:

TOTAL \$ 1,235.76

Please submit your check payable to the Village of Palmetto Bay no later than Tuesday, December 7th, 2012 by the closing business day. Scheduling of this application will be withheld until payment of the required fee is received.

If you have any questions concerning this matter, please do not hesitate to contact the Division of Planning and Zoning at (305) 259-1271.

Sincerely,

A handwritten signature in blue ink, appearing to read "Efrén Nunez", with a long horizontal line extending to the right.

Efrén Nunez
Zoning Administrator

NOTICE

*NOTICE MAILED ON 11-19-12
via reg. mail. & email*



Village of Palmetto Bay
 Department of Planning and Zoning
 9705 East Hibiscus Street
 Palmetto Bay, FL 33157



02 1P
 0003064950
\$ 000.32⁰
 NOV 16 2012

MIGUEL HERNANDEZ
 9003 SW 138 ST #27-7

FORWARD TIME EXP. RTN TO SENDER
 HERNANDEZ
 5911 SW 62ND PL
 SOUTH MIAMI FL 33143-2114
 RETURN TO SENDER

VILLAGE OF PALMETTO BAY
 Re-NOTICE OF PUBLIC HEARING

RESCHEDULING NOTICE

HEARING NUMBER: VPB-12-007
 APPLICANT NAME: SIR GALLOWAY DRY CLEANERS FOLIO: 33-5021-000-0360
 PROJECT LOCATION: 14601 S. DIXIE HWY, PALMETTO BAY, FL 33157

REQUEST: Variance of sign regulations to increase the combined allowable sign area of two existing monument signs from 306 sq. ft. to 318 sq. ft. where a maximum of 276 sq. ft. is permitted on a property zoned Limited Business District (B-1).

PLANS ARE ON FILE AND MAY BE EXAMINED IN THE DEPARTMENT OF PLANNING AND ZONING AT VILLAGE HALL. PLANS MAY BE MODIFIED BEFORE AND DURING THE PUBLIC HEARING.

THE RESCHEDULED PUBLIC HEARING WILL BE HELD MONDAY, DECEMBER 17TH, 2012 AT 7:00 PM AT THE COUNCIL CHAMBERS LOCATED AT VILLAGE HALL, 9705 EAST HIBISCUS STREET, PALMETTO BAY, FL 33157.

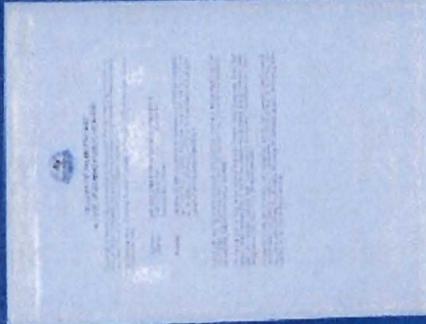
YOU ARE NOT REQUIRED TO RESPOND TO THIS NOTICE: However, objections or waivers of objection may be made in person at the hearing or filed in writing prior to the hearing date with the Department of Planning and Zoning. Any meeting may be opened and continued and, under such circumstances, additional legal notice would be provided. Any person may contact Village Hall at (305) 259-1234 for additional information. Please call the Village Clerk for ADA needs (or hearing impaired) no later than four (4) days prior to the proceedings.

ZONING HEARING

PERTAINING TO THIS PROPERTY TO BE

HELD AT VILLAGE HALL
ADDRESS 9705 E HISSUS STREET

PURPOSE OF HEARING:



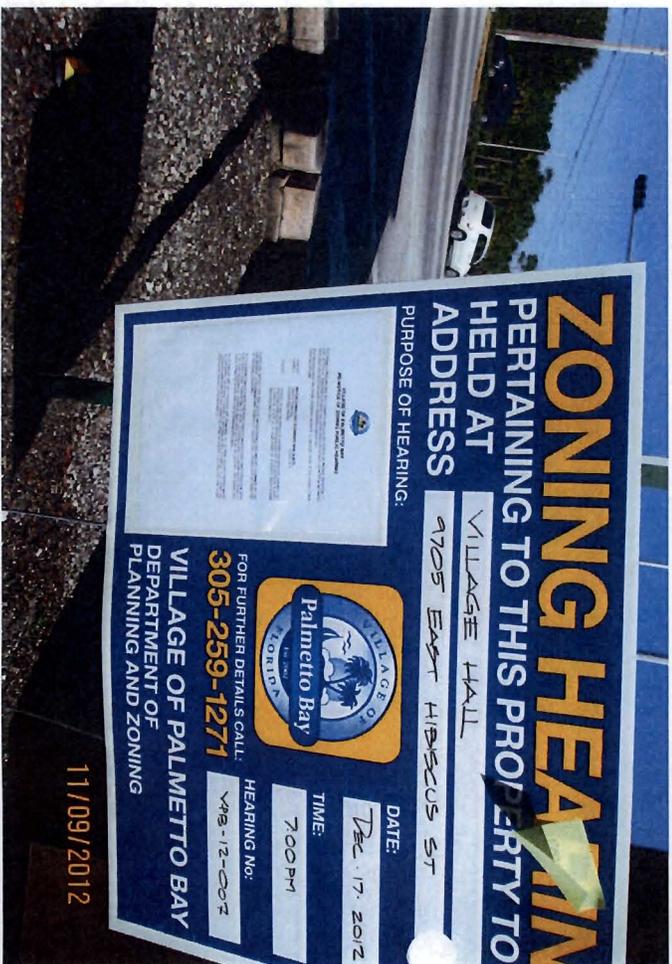
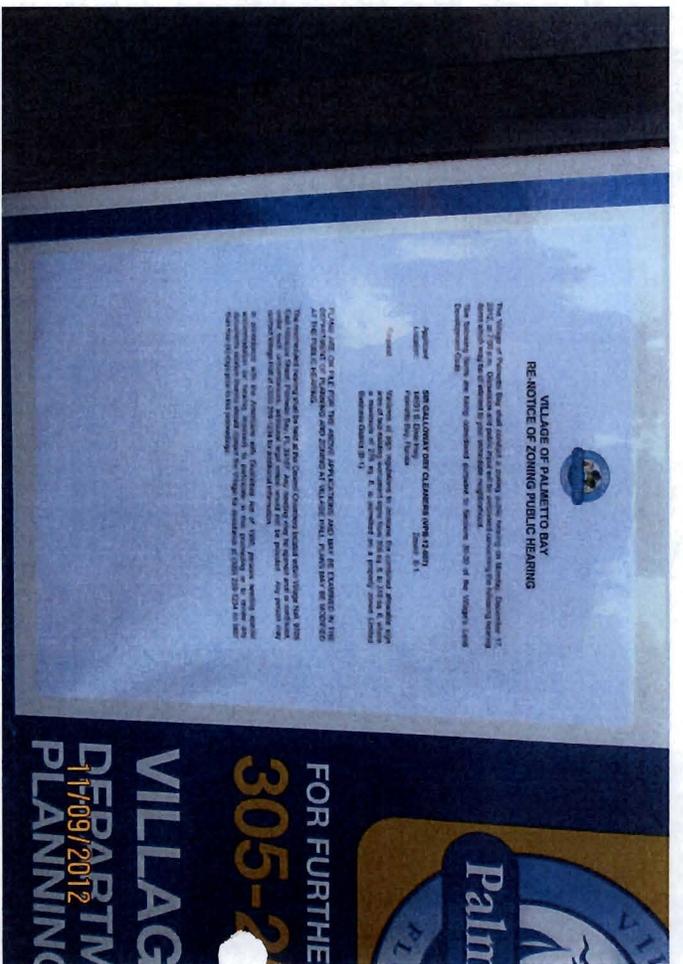
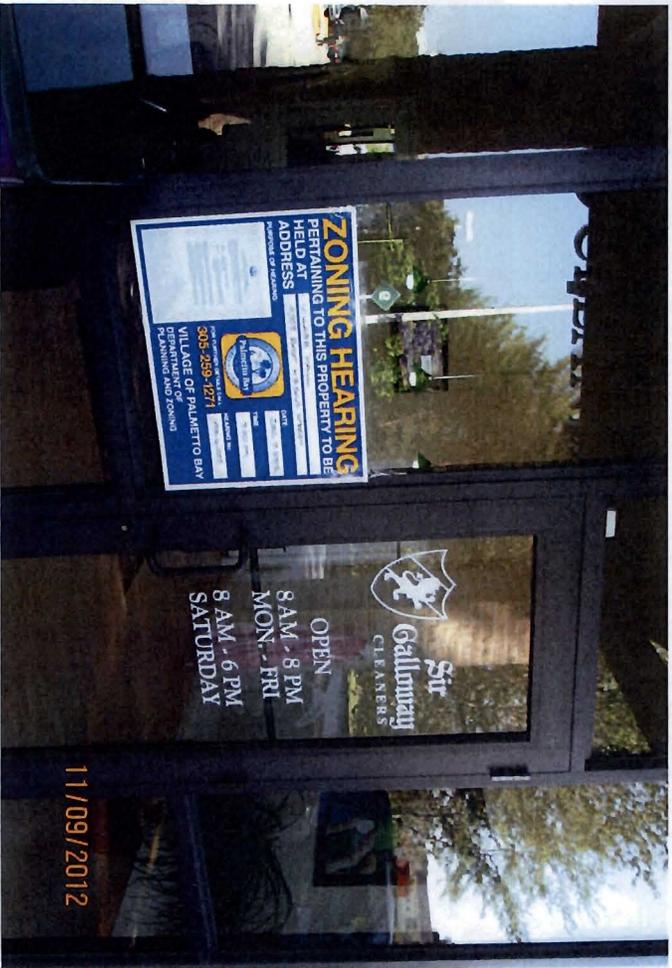
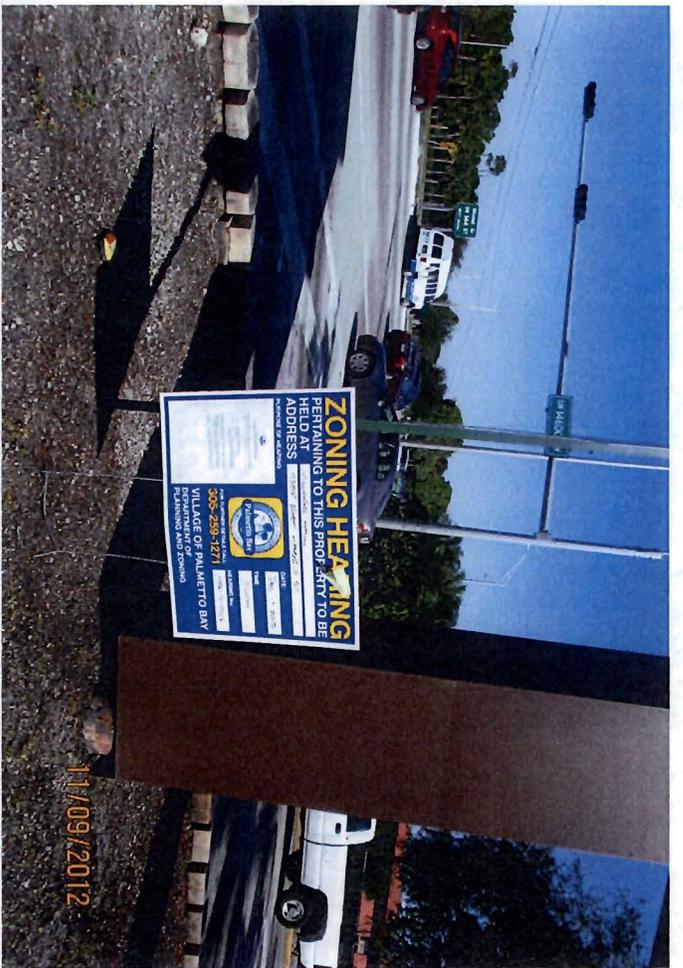
DATE: Nov 19 12
TIME: 7:00 PM
HEARING No: VPB-12-007

FOR FURTHER DETAILS CALL:
305-259-1271

VILLAGE OF PALMETTO BAY
DEPARTMENT OF
PLANNING AND ZONING

10/19/2012 16:12

PLANNING AND ZONING
DEPARTMENT OF
VILLAGE OF PALMETTO BAY





ZONING HEARING
 PERMITTING TO THE PROPERTY TO BE
 HELD AT
 ADDRESS

304-226-9771
www.zoninghearing.com
 VALUE OF IMPROVEMENTS MAY
 VARY BY COUNTY

24hrs
DROP OFF

Sir Gallantry
CLEANERS
 1000 Westwood Blvd, Suite 100, Tallahassee, FL 32304

Sir Gallantry
CLEANERS

OPEN
8 AM - 8 PM
MON. - FRI.
8 AM - 6 PM
SATURDAY

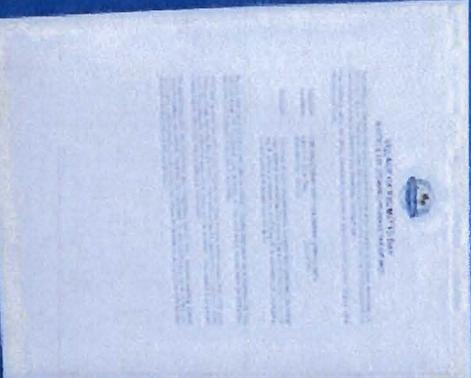
10/19/2012 16:12

ZONING HEARING

PERTAINING TO THIS PROPERTY TO BE HELD AT

VILLAGE HALL
21705 East Hibiscus Street

PURPOSE OF HEARING:



FOR FURTHER DETAILS CALL:
305-259-1271

VILLAGE OF PALMETTO BAY
DEPARTMENT OF
PLANNING AND ZONING

DATE:

Nov 19-12

TIME:

7:00 PM

HEARING No:

VPB-12-002

10/19/2012 16:06