



BOARD OF ADJUSTMENT MEETING NOTICE

Date: January 02, 2026

A Public Hearing will be held before the Board of Adjustment on: **Wednesday, January 14th, 2026 at 6:00 pm.**

This meeting will be held in-person at: **Development Services Department, 700 NW 19th Avenue, Fort Lauderdale, Florida 33311** to determine whether the following application should be granted.

To view more information about this item, please visit: www.fortlauderdale.gov/government/BOA

CASE:	PLN-BOA-25120003
OWNER:	CORDOVA ROAD LLC
AGENT:	AMANDA PHILLIPS
ADDRESS:	1910 EAST SUNRISE BOULEVARD, FORT LAUDERDALE, FL 33304
LEGAL DESCRIPTION:	LOTS 1 AND 2 OF A REPLAT OF BLOCK 4 OF GATEWAY, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 25 AT PAGE 40 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA. (SEE SURVEY)
ZONING DISTRICT:	B-1 - BOULEVARD BUSINESS
COMMISSION DISTRICT:	2
REQUESTING:	<u>Sec. 5-26. - Distance between establishments.</u>

- Requesting a Special Exception from the 300' separation distance requirement for establishments holding 3COP/4COP liquor licenses to allow an Alcoholic Beverage License to be permitted at a distance of 103 feet and 260 feet, respectively, from two other establishments holding 3COP/4COP liquor licenses. A total separation distance request of 197 feet and 40 feet, respectively.

To watch and listen to the Board of Adjustment Meeting:
www.fortlauderdale.gov/fltv , www.youtube.com/cityoffortlauderdale
Cable Television - Comcast Channel 78 and AT&T U-verse Channel 99

If you have any questions, please feel free to contact me directly at 954-828-6342.



MOHAMMED MALIK
ZONING ADMINISTRATOR
Florida Statutes, Sec. 286.0105

NOTE: If any person decides to appeal any decision made with respect to any matter considered at this public meeting or hearing, he/she will need a record of the proceedings, and for such purpose, he/she may need to ensure that a verbatim record of the proceeding is made, which record includes the testimony and evidence upon which the appeal is to be based.




PLN-BOA-25120003

LEGEND

-  Municipal Boundary
-  Subject Site

N



0 100 200
US Feet

Graphic Scale

Sec. 5-26. - Distance between establishments.

a) Under the power and right to zone areas in which the sale of alcoholic beverages is prohibited or permitted within the city limits, the sale of alcoholic beverages under authority of a state license issued under the provisions of F.S. §§ 563.02(1)(b), 564.02(1)(b) and 565.02(1)(a) and (b), other than special licenses for hotel and restaurant bars, is prohibited in any place of business located within three hundred (300) feet of another place of business in which there is already in existence a retail vendor's license to sell alcoholic or intoxicating beverages for consumption on or off the premises, under authority of a state license issued under the provisions of F.S. § 565.02(1)(a) and (b), such distance to be measured from main normal public entrances along public thoroughfares by the shortest route of ordinary pedestrian traffic; nor shall a new place of business for the sale of alcoholic or intoxicating beverages for consumption on or off the premises under authority of license issued under state law be permitted at such location during the period in which a valid existing state license is renewable at such location, nor shall an existing state license be permitted to be transferred from location to location so as to violate such area zoning distances between places selling alcohol or intoxicating liquors; provided, however, that the owners and holders of any such licenses, either originally or by transfer, at the time of the passage of the act of the state legislature repealing the power of municipalities to issue such licenses, who have obtained state licenses to operate such business at the same locations, shall have a vested right to use such state licenses at such locations within the prohibited distance, but may not move such state license to a new location in violation of this section.

(b) The board of adjustment is authorized to grant special exceptions to the distance requirements as established by (a) above where the board finds that such special exception will:

(1) Not be contrary to the public interests; and

(2) Not incompatible with adjoining properties or the surrounding neighborhood. The application for a special exception and the processing and hearing upon such application shall be in accordance with section 47-24.12(A).

(Code 1953, § 5-6; Ord. No. C-73-11, § 1, 2-6-73; Ord. No. C-73-63, § 1, 6-19-73; Ord. No. C-73-94, § 1, 8-6-73; Ord. No. C-74-135, § 1, 12-17-74; Ord. No. C-75-91, § 1, 9-16-75; Ord. No. C-[C-19-07](#), § 1, 3-19-19)

Record

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<input type="checkbox"/>	Record, Permit, or Account #	Record Description	Application Name	Record Type	Balance	Planner Name	Street #	Dir	Street Name	Type	Unit #.(start)	Stati
<input type="checkbox"/>	PLN-ZONUSEFEE-25040075		Mamas	Zoning Use Permit Fee ONLY	106		1914	E	SUNRISE	BLVD		In Pr
<input type="checkbox"/>	PLN-ZONUSEFEE-23100031		CAPITAL 25 LLC	Zoning Use Permit Fee ONLY	0		1912	E	SUNRISE	BLVD		Com
<input type="checkbox"/>	PLN-BOA-25120003	Request for special exception-2COP alcoholic beve...	Special Exception 1910 E. Su...	Z- Board of Adjustment (BOA)	0		1910	E	SUNRISE	BLVD		Oper
<input type="checkbox"/>	BLD-WIN-22060185	REPLACE 19 FIXED STOREFRONT & 8 STOREFRONT & 5 WI...	REPLACE 19 FIXED STOREFRONT ...	Window and Door Permit	0		1900	E	SUNRISE	BLVD		Com
<input type="checkbox"/>	PM-03090420	REPLACE STORFRONT GLASS AND DOOR	REPLACE STORFRONT GLASS AND ...	Window and Door Permit	0		1900	E	SUNRISE	BLVD		Com
<input type="checkbox"/>	BLD-WIN-20120126	SUPPLY AND INSTALL IMPACT DOOR WITH TRANSOM	SUPPLY AND INSTALL IMPACT DO...	Window and Door Permit	0		1900	E	SUNRISE	BLVD		Com
<input type="checkbox"/>	BLD-WIN-20080181	#1900-1914 - SUPPLY AND INSTALL 2 IMPACT WINDOWS...		Window and Door Permit	0		1900	E	SUNRISE	BLVD		Com
<input type="checkbox"/>	VIO-CE98091159_1	OK	HOROWITZ,LILLIAN &	Violation-CODE Hearing	0		1912	E	SUNRISE	BLVD		Clos
<input type="checkbox"/>	VIO-CE98091158_1	OK	HOROWITZ,LILLIAN &	Violation-CODE Hearing	0		1914	E	SUNRISE	BLVD		Clos
<input type="checkbox"/>	VIO-CE98091157_1	OK	HOROWITZ,LILLIAN &	Violation-CODE Hearing	0		1916	E	SUNRISE	BLVD		Clos
<input type="checkbox"/>	VIO-CE98091113_1	GONE-SEE NEW BIZ-DELETED	HOROWITZ,LILLIAN &	Violation-CODE Hearing	0		1900	E	SUNRISE	BLVD		Clos
<input type="checkbox"/>	VIO-CE98081624_1	make sure they are not operating-after the fact	HOROWITZ,LILLIAN &	Violation-CODE Hearing	0		1900	E	SUNRISE	BLVD		Clos
<input type="checkbox"/>	VIO-CE98081623_1	check out for val-how many adult videos	HOROWITZ,LILLIAN &	Violation-CODE Hearing	0		1912	E	SUNRISE	BLVD		Clos
<input type="checkbox"/>	VIO-CE18051967_1		SYLVIA KOROTKIN 1995 REV TR ...	Violation-CODE Hearing	0		1900	E	SUNRISE	BLVD		Clos
<input type="checkbox"/>	VIO-CE15110644_2	THE FOLLOWING PERMIT(S) WERE LEFT TO EXPIRE:	SYLVIA KOROTKIN 1995 REV TR ...	Violation-BLD Hearing	0		1910	E	SUNRISE	BLVD		Clos
<input type="checkbox"/>	VIO-CE15110644_1	THE FOLLOWING PERMIT(S) WERE LEFT TO EXPIRE:	SYLVIA KOROTKIN 1995 REV TR ...	Violation-BLD Hearing	0		1910	E	SUNRISE	BLVD		Clos
<input type="checkbox"/>	BLD-SIGN-24020628	(PET N' MIND) Illuminated channel letters on race...	Sign Permit	Structural Permit	0		1912	E	SUNRISE	BLVD		Com
<input type="checkbox"/>	PM-00021445	CHANGE OF COPY ON WALL SIGN "A UNIQUE BATH &am...	CHANGE OF COPY ON WALL SIGN ...	Sign Permit	0		1914	E	SUNRISE	BLVD		Com
<input type="checkbox"/>	BLD-SIGN-22110023	Exterior Lit Sign	Stretch Zone	Sign Permit	0		1900	E	SUNRISE	BLVD		Com
<input type="checkbox"/>	BLD-SIGN-22030017	CHANNEL LETTER SIGN "SOUL SOCIETY BOUTIQUE"	CHANNEL LETTER SIGN "SOUL SO...	Sign Permit	0		1914	E	SUNRISE	BLVD		Issu
<input type="checkbox"/>	PM-04052073	3-PAINTED WALL SIGNS & DECALS ON WINDOW(CASA ...	3-PAINTED WALL SIGNS & DECAL...	Sign Permit	0		1900	E	SUNRISE	BLVD		Expir
<input type="checkbox"/>	BT-SWC-21000018	SIDEWALK CAFE	TIPICO CAFE	Sidewalk Cafe Business Tax Receipt	0		1910	E	SUNRISE	BLVD		Clos
<input type="checkbox"/>	PM-03120015	STORM SHUTTER	STORM SHUTTER	Shutter Permit	0		1900	E	SUNRISE	BLVD		Com
<input type="checkbox"/>	BT-RTL-REN-20070508		Retail-Wholesale Renewal	Retail - Wholesale Business Tax Renewal	0		1900	E	SUNRISE	BLVD		Clos
<input type="checkbox"/>	BT-RTL-REN-20070167		Retail-Wholesale Renewal	Retail - Wholesale Business Tax Renewal	0		1912	E	SUNRISE	BLVD		Clos
<input type="checkbox"/>	BT-RTL-RCT-22030009	RETAIL	SOUL SOCIETY BOUTIQUE	Retail - Wholesale Business Tax Receipt	0		1914	E	SUNRISE	BLVD		Clos
<input type="checkbox"/>	BL-1600707		PARADOX HOME STUDIO	Retail - Wholesale Business Tax Receipt	368.55		1900	E	SUNRISE	BLVD		Oper
<input type="checkbox"/>	BL-9701664		ENSEMBLE COLLECTION INC	Retail - Wholesale Business Tax Receipt	0		1900	E	SUNRISE	BLVD		Clos
<input type="checkbox"/>	BL-9601388	RETAIL	ACACIA	Retail - Wholesale Business Tax Receipt	0		1912	E	SUNRISE	BLVD		Clos
<input type="checkbox"/>	BT-RTL-RCT-25120013			Retail - Wholesale Business Tax Receipt	0		1900	E	SUNRISE	BLVD		
<input type="checkbox"/>	BL-9700952		BUBBLES & BUBBLES	Retail - Wholesale Business Tax Receipt	0		1914	E	SUNRISE	BLVD		Clos
<input type="checkbox"/>	BT-RLN-REN-20070016		Restaurant-Lounge-Nightclub ...	Restaurant - Lounge - Nightclub Business Tax Renewal	0		1910	E	SUNRISE	BLVD		Clos
<input type="checkbox"/>	BT-RLN-24060004		THE FOOD REPUBLIC	Restaurant - Lounge - Nightclub Business Tax Receipt	0		1910	E	SUNRISE	BLVD		Oper
<input type="checkbox"/>	BT-RLN-25110002	RESTAURANT 1-15	MIAMI DINING GROUP LLC	Restaurant - Lounge - Nightclub Business Tax Receipt	0		1910	E	SUNRISE	BLVD		Rece
<input type="checkbox"/>	BL-2399	RESTAURANT 16 TO 50 PERSONS, SIDEWALK CAFE (SEE B...	TIPICO CAFE	Restaurant - Lounge - Nightclub Business Tax Receipt	0		1910	E	SUNRISE	BLVD		Clos
<input type="checkbox"/>	PM-11120739	BATHROOM REMODEL 88 SQ FT	BATHROOM REMODEL 88 SQ FT	Residential Alteration Permit	0		1910	E	SUNRISE	BLVD		Com
<input type="checkbox"/>	AB-0073071		ENSEMBLE COLLECTION INC	Resident/Business Alarm Registration	0		1900	E	SUNRISE	BLVD		Poss
<input type="checkbox"/>	AB-0071853		BUBBLES & BUBBLES	Resident/Business Alarm Registration	0		1914	E	SUNRISE	BLVD		Poss
<input type="checkbox"/>	AB-0070630		ACACIA	Resident/Business Alarm Registration	0		1912	E	SUNRISE	BLVD		Poss
<input type="checkbox"/>	ALM-REG-22020016			Resident/Business Alarm Registration	0		1914	E	SUNRISE	BLVD		Acti

Record

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<input type="checkbox"/>	Record_Permit_or_Account #	Record Description	Application Name	Record Type	Balance	Planner Name	Street #	Dir	Street Name	Type	Unit # (start)	Status
<input type="checkbox"/>	PM-00081926	REROOF FLAT 7500SF	REROOF FLAT 7500SF	Re-Roof Permit	0		1900	E	SUNRISE	BLVD		Complete
<input type="checkbox"/>	BLD-ROOF-22050136	# 1900-1914 -- REPAIR OF EXISTING ROOF SYSTEM COA...	GATEWAY SHOPPING 1900	Re-Roof Permit	0		1900	E	SUNRISE	BLVD		Complete
<input type="checkbox"/>	PM-01032295	*ATF* UPGRADE PIPING FROM 3/4" TO 1" & ADDED ...	*ATF* UPGRADE PIPING FROM 3/...	Plumbing Gas Permit	0		1910	E	SUNRISE	BLVD		Complete
<input type="checkbox"/>	PM-07032377	PLUMBING REMODEL 07020940 ~ ~void plans never pic...	PLUMBING REMODEL 07020940	Plumbing Fixture Replacement Permit	0		1914	E	SUNRISE	BLVD		Void
<input type="checkbox"/>	PM-11120744	PLUMBING FOR BATHROOM REMODEL BP 11120739	PLUMBING FOR BATHROOM REMODE...	Plumbing Commercial Permit	0		1910	E	SUNRISE	BLVD		Complete
<input type="checkbox"/>	PM-15032279	DISCONNECT GREASE DRAIN PIPE	DISCONNECT GREASE DRAIN PIPE	Plumbing Commercial Permit	0		1910	E	SUNRISE	BLVD		Complete
<input type="checkbox"/>	PM-15061741	BACKFLOW PREVENTER INSTALLATION 1 3/4 INCH ~DOME...	BACKFLOW PREVENTER INSTALLAT...	Plumbing Backflow Installation Permit	0		1900	E	SUNRISE	BLVD		Complete
<input type="checkbox"/>	PM-15061742	BACKFLOW PREVENTER INSTALLATION 1 3/4 INCH ~DOME...	BACKFLOW PREVENTER INSTALLAT...	Plumbing Backflow Installation Permit	0		1910	E	SUNRISE	BLVD		Complete
<input type="checkbox"/>	PM-15061743	BACKFLOW PREVENTER INSTALLATION 1 3/4 INCH ~DOME...	BACKFLOW PREVENTER INSTALLAT...	Plumbing Backflow Installation Permit	0		1912	E	SUNRISE	BLVD		Complete
<input type="checkbox"/>	PM-15061744	BACKFLOW PREVENTER INSTALLATION 1 3/4 INCH ~DOME...	BACKFLOW PREVENTER INSTALLAT...	Plumbing Backflow Installation Permit	0		1914	E	SUNRISE	BLVD		Complete
<input type="checkbox"/>	BLD-ROOF-22050136_R001	The material is changing for this project	GATEWAY SHOPPING 1900	Plan Revision	0		1900	E	SUNRISE	BLVD		Complete
<input type="checkbox"/>	BT-APP-24060058			New Business Tax Application	0		1910	E	SUNRISE	BLVD		Closed
<input type="checkbox"/>	PM-05091395	CHG DRY TO WET CHEMICAL FIRE SYSTEM	CHG DRY TO WET CHEMICAL FIRE...	Mechanical Commercial Permit	0		1910	E	SUNRISE	BLVD		Complete
<input type="checkbox"/>	BT-LIQ-24060005			Liquor Measurement Request	0		1910	E	SUNRISE	BLVD		Disapprov
<input type="checkbox"/>	BT-LIQ-25110002			Liquor Measurement Request	0		1910	E	SUNRISE	BLVD		Disapprov
<input type="checkbox"/>	PM-09031988	LANDSCAPE FOR CODE COMPLIANCE	LANDSCAPE FOR CODE COMPLIANCE	Landscape Installation Permit	0		1900	E	SUNRISE	BLVD		Complete
<input type="checkbox"/>	BT-GEN-25040074		Mamas	General Business Tax Receipt	0		1914	E	SUNRISE	BLVD		In Process
<input type="checkbox"/>	BT-GEN-23100061	RETAIL	CAPITAL 25 LLC	General Business Tax Receipt	0		1912	E	SUNRISE	BLVD		Receipt Is
<input type="checkbox"/>	BT-GEN-22080057	HEALTH RECREATION	STRETCH ZONE	General Business Tax Receipt	189.01		1916	E	SUNRISE	BLVD		Delinquen
<input type="checkbox"/>	PM-01040762	ADD NOZZLE TO CHEESE MELTER	ADD NOZZLE TO CHEESE MELTER	Fire Suppression Permit	0		1910	E	SUNRISE	BLVD		Complete
<input type="checkbox"/>	FS-23006513		THE FOOD REPUBLIC	Fire Safety Account	179.02		1910	E	SUNRISE	BLVD		Active
<input type="checkbox"/>	FS-23100415		STRETCH ZONE	Fire Safety Account	0		1916	E	SUNRISE	BLVD		Active
<input type="checkbox"/>	FS-23141385		PETNMIND	Fire Safety Account	302.18		1912	E	SUNRISE	BLVD		Active
<input type="checkbox"/>	FS-23104094		PARADOX STUDIO	Fire Safety Account	0		1900	E	SUNRISE	BLVD		Active
<input type="checkbox"/>	FS-00010113		SOUL SOCIETY BOUTIQUE	Fire Safety Account	109.72		1914	E	SUNRISE	BLVD		Active
<input type="checkbox"/>	PM-04061363	ADD EXIT & BATTERY LIGHTS	ADD EXIT & BATTERY LIGHTS	Fire Emergency Lights Permit	0		1900	E	SUNRISE	BLVD		Complete
<input type="checkbox"/>	ELE-COM-24020323	(PET N' MIND) ELECTRIC FOR BLD-SIGN-24020628	Electrical Subpermit	Electrical Permit	0		1912	E	SUNRISE	BLVD		Issued
<input type="checkbox"/>	ELE-COM-22030024	ELEC FOR BLD-SIGN-22030017	ELEC FOR BLD-SIGN-22030017	Electrical Commercial Permit	0		1914	E	SUNRISE	BLVD		Issued
<input type="checkbox"/>	ELE-COM-22120027	Electric for BLD-SIGN-22110023	Stretch Zone	Electrical Commercial Permit	0		1916	E	SUNRISE	BLVD		Complete
<input type="checkbox"/>	ELE-COM-23020058	Electric Room Repairs	Cordova Road LLC	Electrical Commercial Permit	0		1900	E	SUNRISE	BLVD		Complete
<input type="checkbox"/>	PM-11120743	ELECTRICAL FOR BATH REMODEL BP 11120739	ELECTRICAL FOR BATH REMODEL ...	Electrical Commercial Permit	0		1910	E	SUNRISE	BLVD		Complete
<input type="checkbox"/>	PM-05110868	INSTALL CIRCUIT FOR NEW FIRE SUPPRESSION SYSTEM	INSTALL CIRCUIT FOR NEW FIRE...	Electrical Commercial Permit	0		1910	E	SUNRISE	BLVD		Complete
<input type="checkbox"/>	PM-03101072	PANEL CHANGE AND SUB-FEED WIRES	PANEL CHANGE AND SUB-FEED WIRES	Electrical Commercial Permit	0		1910	E	SUNRISE	BLVD		Complete
<input type="checkbox"/>	PM-02080882	INSTALL TRACK LIGHTS	INSTALL TRACK LIGHTS	Electrical Commercial Permit	0		1912	E	SUNRISE	BLVD		Complete
<input type="checkbox"/>	PM-04082160	INSTALL BURG ALARM 1 PANEL 7 DEVICES	INSTALL BURG ALARM 1 PANEL 7...	Electrical Burglar Alarm	0		1900	E	SUNRISE	BLVD		Complete
<input type="checkbox"/>	PM-02081610	INSTALL BURGLAR ALARM (1) MASTER (4) DEVICES	INSTALL BURGLAR ALARM (1) MA...	Electrical Burglar Alarm	0		1912	E	SUNRISE	BLVD		Complete
<input type="checkbox"/>	UDP-PDMR-25130	Applicant wants to add outdoor dining and patio s...	1910 E Sunrise Blvd	DRC- Preliminary Development Meeting Request	0		1910	E	SUNRISE	BLVD		In Process
<input type="checkbox"/>	PM-12020463	REPAIR CONCRETE OVERHANG	REPAIR CONCRETE OVERHANG	Concrete Restoration Permit	0		1912	E	SUNRISE	BLVD		Complete
<input type="checkbox"/>	PM-14082287	PATCHING SEALCOATING RESTRIPIING ~ ~ ~ ~NOC RCVD	PATCHING SEALCOATING RESTRIPIING	Commercial Paving Permit	0		1900	E	SUNRISE	BLVD		Complete
<input type="checkbox"/>	PM-01081047	6" SIDEWALK 5'X 22'/DUMPSTER APPROACH 8' X 11' ~R...	6" SIDEWALK 5'X 22'/DUMPSTER...	Commercial Paving Permit	0		1900	E	SUNRISE	BLVD		Complete

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<input type="checkbox"/>	Record, Permit, or Account #	Record Description	Application Name	Record Type	Balance	Planner Name	Street #	Dir	Street Name	Type	Unit # (start)	Status
<input type="checkbox"/>	PM-07020940	1916 INT RENOVATION BETWEEN 2 STORES ~B-RECHECK 5...	1916 INT RENOVATION BETWEEN ...	Commercial Alteration Permit	0		1914	E	SUNRISE	BLVD		Void
<input type="checkbox"/>	PM-02080357	*ATF* INTERIOR PARTITION	*ATF* INTERIOR PARTITION	Commercial Alteration Permit	0		1912	E	SUNRISE	BLVD		Complete
<input type="checkbox"/>	CE20020825	PLASTIC STRAW INSPECTION		Code Case	0	James Fetter	1900	E	SUNRISE	BLVD		Complied
<input type="checkbox"/>	CE18051967	BROKEN CONCRETE ON THE SIDEWALK SOUTH OF PARADOX,...	SYLVIA KOROTKIN 1995 REV TR ...	Code Case	0		1900	E	SUNRISE	BLVD		Closed
<input type="checkbox"/>	CE24060610	BUSINESS STATES TOILET NOT WORKING FOR 2 WEEKS. C...		Code Case	0	Jean Claude JC...	1912	E	SUNRISE	BLVD		Closed
<input type="checkbox"/>	CE98091113	GONE-SEE NEW BIZ-DELETED	HOROWITZ,LILLIAN &	Code Case	0		1900	E	SUNRISE	BLVD		Closed
<input type="checkbox"/>	CE98081623	check out for val-how many adult videos	HOROWITZ,LILLIAN &	Code Case	0		1912	E	SUNRISE	BLVD		Closed
<input type="checkbox"/>	CE98081624	make sure they are not operating-after the fact, ...	HOROWITZ,LILLIAN &	Code Case	0		1900	E	SUNRISE	BLVD		Closed
<input type="checkbox"/>	CE98091157	OK	HOROWITZ,LILLIAN &	Code Case	0		1916	E	SUNRISE	BLVD		Closed
<input type="checkbox"/>	CE98091158	OK	HOROWITZ,LILLIAN &	Code Case	0		1914	E	SUNRISE	BLVD		Closed
<input type="checkbox"/>	CE98091159	OK	HOROWITZ,LILLIAN &	Code Case	0		1912	E	SUNRISE	BLVD		Closed
<input type="checkbox"/>	PM-07120220	~ ~ ~ ~FAILED ELECTRICAL ~ ~40 Year Recert		Building Recertification	0		1900	E	SUNRISE	BLVD		Complete
<input type="checkbox"/>	CE15110644	THE FOLLOWING PERMIT(S) WERE LEFT TO EXPIRE:, , M...	SYLVIA KOROTKIN 1995 REV TR ...	Building Code Case	0		1910	E	SUNRISE	BLVD		Closed



CITY OF FORT LAUDERDALE

PUBLIC NOTICE

BOARD OF ADJUSTMENT MEETING

DATE: JANUARY 14, 2026

TIME: 6:00 P.M.

CASE: PLN-BOA-25120003

Sec. 5-26. - Distance between establishments.

- Requesting a Special Exception from the 300' separation distance requirement for establishments holding 3COP/4COP liquor licenses to allow an Alcoholic Beverage License to be permitted at a distance of 103 feet and 260 feet, respectively, from two other establishments holding 3COP/4COP liquor licenses. A total separation distance request of 197 feet and 40 feet, respectively.

MEETING LOCATION: DEVELOPMENT SERVICES DEPARTMENT
700 N.W. 19TH AVENUE (LOBBY)
FORT LAUDERDALE, FL., 33311
CONTACT: 954-828-6506

TO WATCH AND LISTEN TO THE BOARD OF ADJUSTMENT MEETING VISIT:
<https://www.fortlauderdale.gov/government/BOA>
www.youtube.com/cityoffortlauderdale
To view more information about this item, please visit:
www.fortlauderdale.gov/government/BOA

This Notice is the property of the City of Fort Lauderdale. In accordance with City Code Section 16-29, It shall be unlawful for any person to injure, cut, break or destroy in any manner any building or other thing belonging to or under the control of the City. Persons marring or removing the Notice may be subject to fine and/or imprisonment.

In accordance with City Code Section 47-27.2A. H The sign shall remain on the property until final disposition of the application. This shall include any deferral, rehearing, appeal, request for review or hearing by another body. The sign information shall be changed as provided in subsection A.3.a





BOARD OF ADJUSTMENT AND ADMINISTRATIVE VARIANCE APPLICATION FORM

Revision Date: 11/08/2025 Print Date: 11/08/2025 Application Form: All Applications - BOAAVF

INSTRUCTIONS: The following information is required pursuant to the City's Unified Land Development Regulations (ULDR). While the information requested in this application is the minimum required to proceed, please be aware additional information may be required to fully address the variance/interpretation/special exception requested.

A APPLICANT / PROPERTY OWNER (For purpose of Identification, the Property Owner is the Applicant)
Name: CORDOVA ROAD LLC
Address: 1926 E. Sunrise Blvd
City, State, Zip: Fort Lauderdale, FL 33304
Phone: 954-383-2289
Email: JS@native Realty.com
Proof of Ownership: Attach Tax Record/Warranty Deed
APPLICANT SIGNATURE: [Signature]

B AGENT (If agent will be representing the Property Owner, an agent authorization form is required)
Name: Amanda Phillips
Address: 1910 E Sunrise Blvd.
City, State, Zip: Fort Lauderdale, FL 33304
Phone: 561-596-3993
Email: consulting@Othkitchens.com
Agent Authorization Form: Attach Agent Authorization Form
AGENT SIGNATURE: [Signature]

C BUSINESS OWNER (If applicable, e.g. Hotel, Restaurant, etc.)
Name: Miami Dining Group LLC d/b/a Barolo Italian Restaurant
Address/Email/Phone: 1910 E. Sunrise Blvd., Fort Lauderdale FL 33304

D PARCEL INFORMATION
Project Address: 1910 E. Sunrise Blvd
Folio Number(s): 5042 01 19 0020
Legal Description (per survey): Lots 1 and 2 of A Replat Block 4 of Gateway

E LAND USE INFORMATION
Current Land Use Designation: U-Commercial-Stores, 1-story
Current Zoning Designation: B-1
Current Use of Property: Commercial-existing restaurant
Site Adjacent to Waterway?: NO
Provide Related Case/Project #:

F PROJECT INFORMATION
This Request is: Existing New
Applicable ULDR Sections: 5-26
Variance/Special Exception Request: Special Exception Request to obtain [redacted] license on alcoholic beverage

Handwritten notes: BT-LIQ-25110002

Table with 3 columns: Dimensional Requirement, Required Per ULDR, Proposed. Rows include Lot Size, Density, Width, Height, Structure Length, Coverage, and Setbacks (Front, Side, Corner/Side, Rear).

APPLICATION TYPE: Select the application type from the list below. Submittals are reviewed for completeness to ensure the application submittal contains all the required information including plans, survey, proof of ownership, narrative, and other pertinent documentation.

Table of application types and fees: Variance/Interpretation Request (Before/After), Special Exception Request (Before/After), Administrative Variance Request (Existing Only), Request for Continuance, Rehearing Request Before the Board, Request for Rehearing, De Novo Hearing Request, Appeal Request.

**Administrative Variances are for EXISTING RESIDENTIAL PROPERTIES that have been Issued a Certificate of Occupancy and/or built with a Permit.



Board of Adjustment (BOA) Criteria for Special Exception

Answer ALL questions on this page only if you are applying for a Special Exception request through Board of Adjustment. If additional space is needed, attach additional pages to this page. If you are not applying for a Special Exception, select this box a

CRITERIA: A special exception shall be granted upon demonstration by a preponderance of the evidence of all of the following criteria: Please answer the following criteria completely. While some criteria may seem duplicative the response should be tailored specifically to each. Per section 47-24.12. A.5.

SPECIFIC REQUEST: State the specific request according to the ULDR or other provisions of the Code.

see attached labeled "Page 4"

a. Whether the proposed development or use meets the requirements for a special exception as provided by the ULDR; and

see attached labeled "Page 4"

b. Granting of the special exception shall not be incompatible with adjoining properties or the surrounding neighborhood or otherwise, contrary to the public interest.

see attached labeled "page 4"

AFFIDAVIT: Amanda Phillips the Owner/Agent of said property ATTEST that I am aware of the following:

- 1. In order to be entitled to the relief requested in the application an affirmative vote of a majority of the Board of Adjustment is required;
2. That in granting the relief requested, the Board of Adjustment is limited to the authority vested in the Board by the ULDR and that the Board may not grant the relief requested unless the applicant proves all the criteria specified in the ULDR have been met;
3. That the granting of relief by the Board does not exempt the applicant or owner of record from the responsibilities of obtaining all applicable permits or approvals as may be required by law for both new and existing structures;
4. That if the relief requested is granted by the Board, the applicant must secure a building permit to implement the relief requested within one hundred eighty (180) days of the entry of the final order or the Board, or within such lesser time as the Board may proscribe and that failure to procure the necessary permits within the time so proscribed shall render the variance or special exception null and void;
5. That if the Board denies the request for relief, then no additional application for the same or substantially the same relief may be entertained by the Board within one (1) year of the date of entry of the final order of denial.

(Signature)

SWORN TO AND SUBSCRIBED before me in the County and State above aforesaid this Dec 25 day of 2025



NOTARY PUBLIC MY COMMISSION EXPIRES: 02/15/2027

Specific Request: Miami Dining Group LLC d/b/a Barolo Italian Restaurant (“Applicant”) respectfully requests approval of a Special Exception pursuant to ULDR §47-24.12 and ULDR Sec Code: 5-26 to allow the issuance of an alcoholic beverage license for a bona fide full-service Italian restaurant located at 1910 E Sunrise Blvd.

- a. Because the ULDR prohibits issuing an alcoholic beverage license within 300 feet of a 3COP or 4COP establishment, this application seeks BOA authorization to allow the otherwise permitted *accessory* use.
- b. Granting of the special exception shall not be incompatible with adjoining properties or the surrounding neighborhood or otherwise, contrary to the public interest. There will be no detrimental impact on adjacent properties, the use aligns with the character of the surrounding areas, and the use demonstrates consistency with the intent of the B-1 zoning district. (See the narrative for details).

2025 FLORIDA LIMITED LIABILITY COMPANY ANNUAL REPORT

DOCUMENT# L19000300522

Entity Name: CORDOVA ROAD LLC

Current Principal Place of Business:

1926 EAST SUNRISE BLVD
FORT LAUDERDALE, FL 33304

Current Mailing Address:

1926 EAST SUNRISE BLVD
FORT LAUDERDALE, FL 33315 US

FEI Number: 84-4132928

Certificate of Status Desired: No

Name and Address of Current Registered Agent:

NATIVE MANAGEMENT LLC.
1926 EAST SUNRISE BLVD
FORT LAUDERDALE, FL 33304 US

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.

SIGNATURE: JAIME STURGIS

04/09/2025

Electronic Signature of Registered Agent

Date

Authorized Person(s) Detail :

Title MGR
Name NATIVE MANAGEMENT LLC.
Address 1926 EAST SUNRISE BLVD
City-State-Zip: FORT LAUDERDALE FL 33304

I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am a managing member or manager of the limited liability company or the receiver or trustee empowered to execute this report as required by Chapter 605, Florida Statutes; and that my name appears above, or on an attachment with all other like attachments.

SIGNATURE: LAUREN STURGIS

OWNER

04/09/2025

Electronic Signature of Signing Authorized Person(s) Detail

Date



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Detail by Entity Name

Florida Limited Liability Company
CORDOVA ROAD LLC

Filing Information

Document Number	L19000300522
FEI/EIN Number	84-4132928
Date Filed	12/10/2019
Effective Date	01/01/2020
State	FL
Status	ACTIVE

Principal Address

1926 EAST SUNRISE BLVD
FORT LAUDERDALE, FL 33304

Changed: 12/14/2021

Mailing Address

1926 East Sunrise Blvd
Fort Lauderdale, FL 33315

Changed: 01/22/2022

Registered Agent Name & Address

Native Management LLC.
1926 East Sunrise Blvd
Fort Lauderdale, FL 33304

Name Changed: 01/09/2021

Address Changed: 01/05/2022

Authorized Person(s) Detail

Name & Address

Title MGR

NATIVE MANAGEMENT LLC.
1926 EAST SUNRISE BLVD
FORT LAUDERDALE, FL 33304

Annual Reports

Report Year	Filed Date
2023	01/23/2023
2024	02/05/2024
2025	04/09/2025

Document Images

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<u>01/09/2021 -- ANNUAL REPORT</u>	View image in PDF format
<u>12/10/2019 -- Florida Limited Liability</u>	View image in PDF format

2

Morgan, Olsen & Olsen, LLP
533 S. Federal Highway, #400A
Fort Lauderdale, FL 33301



This instrument was prepared by:
Barry Alan Wilen, Esq.
4600 Sheridan Street, Suite 300
Hollywood, FL 33021

Property Appraiser's Parcel
Identification: 5042 01 19 0020
5042 01 19 0120

TRUSTEE'S DEED

THIS INDENTURE, made this 5 day of January, 2022, between **Michael P. Korotkin, individually and as Trustee under the Sylvia Korotkin 1995 Revocable Trust dated October 18, 1995**, a married man, whose post office address is 2297 Golf Brook Drive, Wellington, FL 33414, and **Mark Sherman, individually and as Trustee under the Lillian Horowitz Revocable Trust dated July 17, 1992, as amended by First Amendment to Revocable Trust Agreement dated April 24, 2002**, a married man, whose post office address is 10624 Managua Avenue, Cooper City, FL 33026, with full power and authority to protect, conserve, and to sell, convey or to lease or to encumber or otherwise to manage and dispose of the real property described herein pursuant to Florida Statute 689.073, grantors*, and **Cordova Road, LLC, a Florida limited liability company**, whose post office address is 1926 E. Sunrise Boulevard, Fort Lauderdale, FL 33304, grantee*,

WITNESSETH that said grantors, for and in consideration of the sum of Ten (\$10.00) Dollars, and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained and sold to the said grantee, and grantee's heirs and assigns forever, the following described land, situate, lying and being in Broward County, Florida, to wit:

Lots 1 and 2, A REPLAT OF BLOCK 4 OF GATEWAY, according to the plat thereof as recorded in Plat Book 25, Page 40, Public Records of Broward County, Florida.

and

Lots 13 and 14, A REPLAT OF BLOCK 4 OF GATEWAY, according to the plat thereof as recorded in Plat Book 25, Page 40, Public Records of Broward County, Florida.

Commonly known as:

1900-1914 E. Sunrise Boulevard, Fort Lauderdale, FL

and

1968-1976 E. Sunrise Boulevard, Fort Lauderdale, FL

Subject to conditions, restrictions, limitations and easements of record without serving to reimpose same.

Subject to taxes for the year 2022, and subsequent years.

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

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

And Grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons claiming by, through and under grantors.

*"Grantor" and "Grantee" are used for singular or plural, as context requires.

*This property is not the homestead of the grantors, does not adjoin the homestead of the grantors, and no member of grantors' family resides thereon. Grantors' homestead addresses are indicated above.

IN WITNESS WHEREOF, Grantor has hereunto set grantor's hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:

[Handwritten signature of Chelsey Chase]

(witness signature)

Printed Name: Chelsey Chase

[Handwritten signature of Michael P. Korotkin]

Michael P. Korotkin, individually and as Trustee of the Sylvia Korotkin 1995 Revocable Trust dated October 18, 1995

[Handwritten signature of Ryan Schmitt]

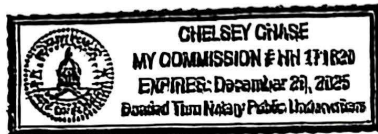
(witness signature)

Printed Name: RYAN SCHMITT

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 5th day of January, 2022, by means of physical presence or online notarization, by Michael P. Korotkin, individually and as Trustee of the Sylvia Korotkin 1995 Revocable Trust dated October 18, 1995, who is personally known to me or has produced _____ as identification.

Notary Seal



Notary Public

[Handwritten signature of Chelsey Chase]

Signed, sealed and delivered in our presence:

Barry Wilen
(witness signature)

Printed Name: BARRY WILEN

Nancy Fialkowski
(witness signature)

Printed Name: Tracy Fialkowski

Mark Sherman
Mark Sherman, individually and as
Trustee of the Lillian Horowitz Revocable
Trust dated July 17, 1992 as amended by
First Amendment to Revocable Trust
Agreement dated April 24, 2002

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 5 day of January, 2022, by means of physical presence or online notarization, by **Mark Sherman, individually and as Trustee of the Lillian Horowitz Revocable Trust dated July 17, 1992, as amended by First Amendment to Revocable Trust Agreement dated April 24, 2002**, who is personally known to me or has produced _____ as identification.

Barry Wilen
Notary Public

Notary Seal





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BAROLO ITALIAN RESTAURANT

Filing Information

Registration Number G25000153822
Status ACTIVE
Filed Date 11/25/2025
Expiration Date 12/31/2030
Current Owners 1
County MULTIPLE
Total Pages 1
Events Filed NONE
FEI/EIN Number 39-3491467

Mailing Address

1090 E SUNRISE BLVD
 FORT LAUDERDALE, FL 33304

Owner Information

MIAMI DINING GROUP LLC
 1910 E SUNRISE BVLD
 FORT LAUDERDALE, FL 33304

FEI/EIN Number: 39-3491467
Document Number: L25000336714

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Florida Limited Liability Company
MIAMI DINING GROUP LLC

Filing Information

Document Number	L25000336714
FEI/EIN Number	NONE
Date Filed	07/28/2025
State	FL
Status	ACTIVE

Principal Address

420 N. FEDERAL HWY
POMPANO BEACH, FL 33062

Mailing Address

420 N. FEDERAL HWY
POMPANO BEACH, FL 33062

Registered Agent Name & Address

TE ASESORA LLC
3940 NW 79TH AVE., UNIT 744
MIAMI, FL 33166

Authorized Person(s) Detail

Name & Address

Title AMBR

ROLDAN, VANESSA
420 N. FEDERAL HWY
POMPANO BEACH, FL 33062

Annual Reports

No Annual Reports Filed

Document Images

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Florida Limited Liability Company
NATIVE MANAGEMENT LLC

Filing Information

Document Number	L20000005032
FEI/EIN Number	84-4210451
Date Filed	12/26/2019
Effective Date	12/26/2019
State	FL
Status	INACTIVE
Last Event	ADMIN DISSOLUTION FOR ANNUAL REPORT
Event Date Filed	09/26/2025
Event Effective Date	NONE

Principal Address

1926 EAST SUNRISE BLVD
FORT LAUDERDALE, FL 33304

Changed: 08/11/2021

Mailing Address

1926 E SUNRISE BLVD
FORT LAUDERDALE, FL 33304

Changed: 09/24/2021

Registered Agent Name & Address

STURGIS, JAIME
1926 E SUNRISE BLVD
FORT LAUDERDALE, FL 33304

Name Changed: 01/09/2021

Address Changed: 09/24/2021

Authorized Person(s) Detail

Name & Address

Title MGR

STURGIS, JAIME
1926 EAST SUNRISE BLVD
FORT LAUDERDALE, FL 33304

Annual Reports

Report Year	Filed Date
2022	01/05/2022
2023	01/12/2023
2024	02/05/2024

Document Images

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01/12/2023 -- ANNUAL REPORT	View image in PDF format
01/05/2022 -- ANNUAL REPORT	View image in PDF format
09/24/2021 -- CORLCRACHG	View image in PDF format
01/09/2021 -- ANNUAL REPORT	View image in PDF format
12/07/2020 -- LC Amendment	View image in PDF format
06/08/2020 -- ANNUAL REPORT	View image in PDF format
01/27/2020 -- LC Name Change	View image in PDF format
12/26/2019 -- Florida Limited Liability	View image in PDF format

LEASE

Landlord: Cordova Road LLC.

Tenant: Miami Dining Group LLC.

Commencement Date: September 1st 2025

Rent Commencement Date: December 1st 2025

Location: 1910 East Sunrise Blvd Fort Lauderdale FL 33304

Term: Five (5) Years

Use: Italian Restaurant

Base Rent:

Months	Monthly Base Rent	Total Annual
00-03	\$0.00	\$0.00
04-12	\$7,500.00	\$67,500.00
13-24	\$7,725.00	\$92,700.00
25-36	\$7,956.75	\$95,481.00
37-48	\$8,195.45	\$98,345.40
49-60	\$8,441.31	\$101,295.72

Rent Format: Triple Net Lease (NNN)

Annual Increase: 3%

Sales tax: 3 %

Total Due at Lease Signing: \$30,305.30, based on 1 months Base Rent + Additional rent + sales tax representing first month's rent (\$9,455.40), and last two months Base Rent + Additional Rent + sales tax as security deposit (\$20,849.90).

Additional Rent and Operating Expenses: \$1,680.00, payable monthly along with Base Rent. Initial year based on estimated for calendar year 2025 and revised annually and based on Tenant's proportionate share of leasable space at the Project.

Landlord's Work: N/A

Notices:

To Landlord: Cordova Road LLC., 1926 East Sunrise Blvd Fort Lauderdale FL 33304

To Tenant:

Renewal: One (1) Five (5) Year option.

Brokers:

Landlord's Broker: Jaime Sturgis / Native Realty (Member of Landlord)

Tenant's Broker: Sarah Adler / Native Realty

Guarantor(s): Vanessa Roldan & Khushal Dua
Name

This Lease includes the attached STANDARD ADDITIONAL LEASE TERMS AND CONDITIONS on the following pages which are an integral part of this Lease. The above terms shall have the meanings described in the STANDARD ADDITIONAL LEASE TERMS AND CONDITIONS.

IN WITNESS WHEREOF, Landlord and Tenant have signed and sealed this Lease on the date set forth below.

WITNESSES:

Ana Carnillo R.
By: Ana Carnillo

Temya Ferreira
By: Temya Ferreira

Date: August 26 2025

WITNESSES:

Dan Ross
By: Dan Ross

Sarah Adler
By: Sarah Adler

Date: Aug 15, 2025

LANDLORD:

Cordova Road LLC, a Florida limited liability company

[Signature]
Authorized Signatory

TENANT: Miami Dining Group LLC.

A Florida limited liability company

Vanessa Roldán
Authorized Signatory
By: Vanessa Roldán López
As its Sole Member

STANDARD ADDITIONAL LEASE TERMS AND CONDITIONS

I. BASIC LEASE PROVISIONS.

1.1 **Parties.** This Lease is made by and between Landlord and Tenant.

1.2 **Premises.** Landlord hereby leases to Tenant and Tenant hereby leases from Landlord a portion of real property whose location and/or address is designated in the Lease and shall be referred to as the "Leased Premises". All of the real property known as 901, 907-919 N.E. 20th Avenue, 1938-1942, 1922 & 1948, 1900-1914, 1968-1980, 1930-1934 East Sunrise Blvd., Fort Lauderdale FL 33304, with all improvements thereon, including certain portions of the Common Areas (as defined below), and used in connection with the operation of the Project, shall hereinafter be referred to as the "Project" and is attached hereto and made a part hereof as Exhibit A. The Project is subject to change based on such additional properties as Landlord may acquire or dispose of within the Shopping Center (as defined below). Landlord and Tenant acknowledge that the Project is comprised of several contiguous and non-contiguous properties located within the Gateway Shops Shopping Center ("Shopping Center"). The Shopping Center is owned and managed by multiple separate parties and the parking lots and common areas are owned and operated by the Gateway Shopping Center I Corp "Association" and are available for customer parking and use on a non-exclusive basis and are subject to all of the rules and regulations of the Association.

1.2.1 Reference to square footage of the Leased Premises, if any, of the Leased Premises is approximate. Terms and conditions of this lease shall not be modified or affected if actual square footage differs from the approximated square footage.

1.3 **Use of Additional Areas.** The use and occupation by the Tenant of the Leased Premises shall include the non-exclusive use, in common with others entitled thereto, of the common areas, parking areas, service roads, loading facilities, sidewalks and customer car parking areas as such common areas now exist or as such may hereafter be constructed, and other facilities as may be designated from time to time by the Landlord, subject to the terms and conditions of this Lease and to reasonable rules and regulations for the use thereof as prescribed from time to time by the Landlord and also subject to all rules and regulations of the Association. Tenant and its employees, agents, shall not occupy more than the permitted number of private or public parking spaces at the Project or at any public parking adjacent thereto and shall also be subject to all rules and regulations of the Association. Any violation of this section shall result in tenant paying landlord \$500 daily per occurrence. There is no guaranteed number of parking spaces for Tenant's use.

1.4 **Use of Leased Premises.** Tenant will use and occupy the Leased Premises only for the use designated in the Lease and for no other use and purpose. In the event that Tenant uses the Leased Premises for purposes not expressly permitted herein, Landlord may seek damages without terminating Lease, in addition to all other remedies available to it, terminate this Lease or restrain said improper use by injunction. Tenant shall not perform any acts or carry on any practices which may damage the Project, building or improvements or be a nuisance or menace to other tenants in the Project or their customers, employees or invitees or which will result in the increase of casualty insurance premiums. Tenant agrees to conduct its business in the Leased Premises under the name or trade name as set forth in the lease agreement and under no other name or trade name except as may first be approved by Landlord in writing. Tenant acknowledges that the current approved use for the Project may not include Tenant's intended use and Tenant shall have sole responsibility of obtaining any needed change of use and any other government or other approvals necessary to do business for Tenant's intended use at the sole expense of Tenant. Tenant shall be solely responsible to determine if the intended use complies with all governmental regulations and is satisfied that it accommodate Tenant's proposed use of the Premises, the failure of which shall not affect Tenant's obligation to pay rent or otherwise comply with the remaining provisions of this Lease. Landlord, by execution of this Lease or otherwise, makes no representations that the intended use complies with governmental regulations. Tenant agrees to maintain and pay all expenses related to the Leased Premises, including and not limited to unit maintenance, repairs, utilities, trash removal and janitorial costs.

1.5 **Term.** The Lease term shall commence and terminate as provided in this Lease unless earlier terminated pursuant to the terms hereof (hereinafter referred to as the "Term"). The "Lease Year" hereunder shall be defined as a period of twelve (12) consecutive months, with the first Lease Year commencing on the Commencement Date and each subsequent Lease Year commencing on the expiration of the immediately preceding Lease Year. The expiration of every Lease Year shall be referred to as the "Anniversary".

1.6 Intentionally deleted.

1.7 **Obligations of Tenant Before Rent Commencement Date.** In the event the Commencement Date precedes the time for payment of rent, Tenant shall observe and perform all of its obligations under this Lease (except its obligations to pay Rent) beginning on the Commencement Date.

1.8 **Obligations of Landlord Before Leased Premises Becomes Vacant.** If this Lease is executed before the Leased Premises becomes vacant, or if any present tenant or occupant of the Leased Premises holds over, and Landlord cannot acquire possession of the Leased Premises prior to the Commencement Date of this Lease, Landlord shall not be deemed to be in default

hereunder, and Tenant agrees to accept possession of the Leased Premises and rent shall commence at such time as Landlord is able to deliver the same; provided, however, Tenant shall not be obligated hereunder unless Landlord is able to deliver the Leased Premises within ninety (90) days of the Commencement Date.

1.9 **Control of Common Areas by Landlord.** All areas within the exterior boundaries of the Project which are not now or hereafter held for lease or occupation by the Landlord, or used by other persons entitled to occupy floor space in the Project, including, without limitation, all automobile parking areas, driveways, entrance and exits thereto, and other facilities furnished by Landlord in or near the Project, including employee parking areas, the through way or ways, loading docks, pedestrian sidewalks and ramps, landscaped areas, exterior stairways and other areas and improvements provided by Landlord for the general use, in common, of tenants, their officers, agents, employees and customers ("Common Areas") shall at all times be subject to the exclusive control and management of Landlord, and Landlord shall have the right, but not the obligation, to construct, maintain and operate lighting facilities on all said areas and improvements, to patrol the same, from time to time to change the area, level, location and arrangement of parking areas and other facilities herein above referred to; to restrict parking by tenants, their officers, agents, employees, invitees and customers. Notwithstanding anything else herein to the contrary, Tenant shall be subject to all rules and regulations of the Association. Landlord shall have the right to close all or any portion of said areas or facilities to such extent as may, in the opinion of Landlord's counsel, be legally sufficient to prevent a dedication thereof or the accrual of any rights to any person or the public therein to close temporarily all or any portion of the parking areas or facilities, to discourage non-customer parking; and to do and perform such other acts in and to said areas and improvements as, in the use of good business judgment, the Landlord shall determine to be advisable with a view to the improvement of the convenience and use thereof by tenants, their officers, agents, employees and customers. Landlord shall keep said Common Areas clean and in good repair and available for the purposes for which they are intended. Landlord shall have the full right and authority to employ all personnel and to make all rules and regulations pertaining to and necessary for the proper operation and maintenance of the Common Areas and facilities.

1.9.1 **Parking.** Tenant acknowledges and agrees that Tenant shall strictly require that Tenant, including any of its principals, managers, officers, directors, agents, representatives, employees, sublessees, independent contractors, sub-contractors, staff and the like (collectively "Staff") shall not park their vehicles in any of the parking lots of Shopping Center including the main parking lot. Tenant shall cause and require that all Staff park any vehicle or other method of transportation off-site/outside of the Shopping Center and all of its parking lots. Upon any violation of this parking provision, the parties agree that upon the first such violation Tenant shall pay Landlord a \$250 parking violation fee, \$500 for any second such parking violation and \$1,000 for any third parking violation. Any further parking violations or failure to pay a parking violation fee within 3 business days constitutes a breach and default of this Lease.

1.10 **License.** All Common Areas and facilities not within the Leased Premises, which Tenant may be permitted to use and occupy, are hereby authorized to be used and occupied under a revocable license, and if any such license be revoked, or if the amount of such areas be diminished, Landlord shall not be subject to any liability nor shall Tenant be entitled to any compensation or diminution or abatement of rent, nor shall such revocation or diminution of such areas be deemed constructive or actual eviction.

2. PAYMENT OF RENT AND OTHER CHARGES.

2.1 **Base Rent.** Tenant agrees to pay to Landlord on the Commencement Date and on the 1st day of each month thereafter, throughout the Term of this Lease, monthly payments of base rent ("Base Rent") on a triple net basis, as set forth below, which amounts shall be paid to Landlord in advance in United States money on or before the first day of each month, without any offset or deduction whatsoever, not including applicable Florida sales and use tax for each of said monthly payments:

2.1.1 **Services Provided.** Unless specifically provided on the first page of this Lease, Landlord shall not be required to provide any other services.

2.2 **Sales or Use Tax or Excise Tax.** Tenant shall also pay, as Additional Rent, all sales or use or excise tax imposed, levied or assessed against the rent or any other charge or payment required herein by any governmental authority having jurisdiction there over, even though the taxing statute or ordinance may purport to impose such sales tax against the Landlord. The payment of sales tax shall be made by Tenant on a monthly basis, concurrently with payment of the Base Rent.

2.3.0 **Additional Rent and Operating expenses.** Tenant agrees to pay monthly, beginning on the Commencement Date, as Additional Rent, Tenant's proportionate share of the Operating Expenses divided by twelve (12) based on an initial estimate of Operating Expenses of the Project. Tenant's existing proportionate share of the Project is subject to change based on such additional properties as Landlord may acquire or dispose of within the Shopping Center in the future. Tenant's proportionate share shall mean a proportion of Operating Expenses, calculated by multiplying the total Operating Expenses by a fraction, the numerator of which shall be the number of square feet contained in the Leased Premises and the denominator of which shall be the aggregate number of square feet of total building space in the Project. Tenant's initial proportionate share is hereby agreed as provided on the first page of the Lease. Within 60 days of the end of each calendar year, Landlord shall furnish to Tenant a statement of the actual Operating Expenses for the prior calendar year. The statement shall become final and conclusive between the parties unless Landlord receives written detailed objections within 10 days. Any balance shown to be due pursuant to said statement shall be paid by Tenant to Landlord within ten (10) days following Tenant's receipt thereof and any overpayment shall be immediately credited against Tenant's obligation to pay Additional Rent in connection with anticipated Operating Expenses for the next year, or, if by reason of any termination of this Lease no such future obligation exists, refunded to Tenant. Anything herein to the contrary notwithstanding, Tenant shall not delay or withhold payment of any balance shown to be due pursuant to a statement rendered by Landlord to Tenant because of any objection which Tenant may raise with respect thereto and Landlord shall immediately credit or refund any overpayment found to be owing to Tenant as aforesaid upon the resolution of said objection. Additional Rent due by reason of this section for the final months of this Lease is due and payable even though it may not be calculated until subsequent to the termination date of the Lease and shall be

prorated according to that portion of said calendar year that this Lease was actually in effect. Tenant expressly agrees that, Landlord, at Landlord's sole discretion, may apply the Security Deposit, in full or partial satisfaction of any Additional Rent due for the final months of this Lease, but nothing herein contained shall be construed to relieve Tenant of the obligation to pay any Additional Rent due for the final months of this Lease, nor shall Landlord be required to first apply said Security Deposit to such Additional Rent if there are any other sums or amounts owed Landlord by Tenant by reason of any other terms or provisions of this Lease. Landlord may estimate the Operating Expenses and Tenant shall pay Tenant's proportionate share of said estimate.

2.3.1 The term "Operating Expenses" as used herein shall mean all expenses, costs, and disbursements of every kind and nature which Landlord shall or becomes obligated to pay because of or in connection with the ownership, maintenance and/or operation of the Project, computed on the accrual basis. By way of explanation and clarification, these Operating Expenses shall include, without limitation, the following:

(A) Ad valorem real estate and personal property taxes and special assessments, if any, assessed on the real estate (including land improvements) of which the Leased Premises is a part and the tangible personal property used in its operation ("taxes");

(B) All supplies, materials, and labor used in direct operation and maintenance of the Project.

(C) The premiums for all hazard and liability insurance and fidelity bonds, from time to time carried and maintained by Landlord covering the property of which the Leased Premises is a part of or any phase of its operation ("insurance")

(D) Cost of customary building management, painting, servicing and maintenance of all systems and equipment including but not limited to air conditioning, lighting, electrical, security and fire alarms, fire pumps, fire extinguishers, damage caused by fire or other casualty not otherwise recovered, including deductibles applicable to any insurance policies, gardening, landscaping and irrigation, repairs, painting, management fees, bookkeeping, accounting and professional services, sanitary control, removal of trash, rubbish, garbage and other refuse from the Common Areas, but not from any Leased Premises, utility charges for the common areas not billed directly to tenants, any and all other charges, costs or expenses which may be associated with Landlord's operation of the Project (including Taxes and Insurance). Operating Expenses shall also include (but are not limited to) any and all expenditures incurred by Landlord pursuant to Section 7 of this Lease.

2.3.2 "Common Facilities" includes all areas, space, equipment and special services provided for the common or joint use and benefit of the occupants or operations of the Project, their employees, agents, servants, customers, and other invitees, including, without limitation, parking areas (including public parking), access roads, driveways, retaining walls, landscaped areas, pedestrian malls, stairs, ramps and sidewalks, public sidewalks, signs, wherever located, identifying the Project, or providing instructions thereto.

2.4 **Additional Rent.** In order to give Landlord a lien of equal priority with Landlord's lien for rent, including tax determination, any and all sums of money or charges required to be paid by Tenant under this Lease, whether or not the same be so designated, shall be considered "Additional Rent." If such amounts or charges are not paid at the time provided in this Lease, they shall nevertheless, if not paid when due, be collectible as Additional Rent with the next installment of rent thereafter falling due hereunder, but nothing herein contained shall be deemed to suspend or delay the payment of any amount of money or charges as the same becomes due and payable hereunder, or limit any other remedy of Landlord.

2.5 **Special Assessments.** For each lease year, Tenant will pay Landlord, in addition to Base Rent as further Additional Rent, Tenant's proportionate share of any special assessments assessed against the Project, with applicable tax, if any. The payment of such special assessments shall be made by Tenant on a monthly basis, concurrently with Base Rent. Tenant's proportionate share of any such special assessment shall be the proportionate share stated in section 2.3.0.

2.6 **Intentionally Deleted.**

2.7 **Intentionally Deleted.**

2.8 **Intentionally Deleted.**

2.9 **Guard/Patrol Services.** Landlord, in its sole discretion, determination and option may, but is not required to enter into a contract or contracts or otherwise provide or make arrangement for the providing of guard, patrol and/or security which may include security guards and/or electronic devices and/or a guard gate and/or gate house. Tenant shall pay its proportionate share for the expense of the services. Landlord shall in no way be responsible for the performance or non-performance of the obligations of guard/patrol/security personnel or service, including but not limited to negligent or intentional acts, and Tenant hereby releases Landlord from any claims of any nature whatsoever in connection therewith.

2.10 **Rental Payments.**

2.10.1 Tenant will promptly pay all rentals and other charges and render all statements herein prescribed. Any rental payment not received by Landlord on or before its due date shall incur a "late charge". Rent is due on the 1st of the month and will be considered late if not received by the fifth of the month. The first time the Tenant is late on its rental payment the "late charge" shall be equal to five percent (5%) of such payment and thereafter if the Tenant is late on the rental payment then the "late

charge" shall be equal to ten percent (10%) of such payment. These "late charges" are to compensate Landlord for its administrative expenses in connection with such late payment. When rental payments are delivered by Tenant through the mail, Tenant shall mail such payments sufficiently in advance so that the Landlord will receive the payments on or before the first day of the calendar month or on or before the due date in the event the due date is other than the first day of a calendar month. If Landlord shall pay any moneys, or incur any expenses in correction of any violation of any covenant or of any other obligation of Tenant herein set forth or implied herein, the amounts so paid or incurred shall, at Landlord's option and on notice to Tenant, be considered additional rentals payable by Tenant, with the first installment of rental thereafter to become due and payable, and may be collected or enforced as by law provided in respect to rentals.

2.10.2 In the event any payment of Rent, whether Base Rent or Additional Rent, is made by check and the check is returned to Landlord due to insufficient funds, Landlord shall have the right, upon written notice to Tenant, to require all future rent payments to be made by cashier's check. If this right is exercised by Landlord, attempted payment by means other than cashier's check shall not be deemed a payment pursuant to this Lease, unless Landlord, in writing, revokes the requirement of a cashier's check.

2.11 **Intentionally Deleted.**

2.12 **Confidentiality.** Tenant acknowledges that the terms and conditions set forth in this Lease are confidential in nature, and that the negotiations preceding the drafting of this instrument constitute proprietary information of Landlord. Therefore, Tenant and its agents (including Tenant's brokers and attorneys) shall not disclose any of the terms or conditions herein contained to any person other than authorized agents of Tenant. In no event shall Tenant disclose any such terms or conditions to any third party tenant within the Property. In the event Tenant breaches such confidence, Tenant shall be in Default of this Lease and/or shall be liable to Landlord for any damages Landlord sustains as a direct or indirect result of such breach. Tenant authorizes Landlord to conduct a credit check and obtain credit reports from reporting agencies at any time.

3. **DELIVERY OF LEASED PREMISES.**

3.1 **Construction of Premises by Landlord.**

3.1.1 Unless specified on the first page of the Lease, Landlord, shall not be responsible for any additional work in connection with the Leased Premises (the "Landlord's Work"):

3.2 **Tenant's Work.** Except for Landlord's work specified above, if any, Tenant accepts the Leased Premises in its "as-is" condition. Tenant agrees, at its own cost and expense, to perform all work and comply with all conditions necessary to make the Leased Premises conform to Tenant's plans, including compliance with any governmental requirements and payment of any required fees and expenses. Tenant shall also submit its plans for approval by Landlord, which approval shall not be unreasonably withheld. No later than thirty (30) days after the execution of this Lease, Tenant shall furnish Landlord, in advance of Tenant's commencement of work, for Landlord's written approval, plans and specifications showing a layout, interior finish, and any work or equipment to be done or installed by Tenant affecting any structural, mechanical or electrical part of the Leased Premises or the building containing same. Landlord agrees it will not unreasonably withhold such approval, it being the only purpose of this requirement that Tenant's work shall not be detrimental to Landlord's building. To the extent not inconsistent with this section, Section 6 of this Lease shall apply to this Section 3.2. Tenant shall be responsible for all costs and expenses for architectural fees, plans and Tenant improvements. It is agreed that following the execution of this Lease, Landlord's Work, as described in 3.1.1 and any other work by Landlord may be done before, during or after Tenant's Work and at no time shall any rent be abated or diminished for any reason, including but not limited to delays in or any interruption or damage caused by Landlord's Work or otherwise. The parties shall work cooperatively to minimize interference with the other's work.

3.3 **Changes and Additions to Building.** Landlord hereby reserves the right at any time to perform maintenance operations and to make repairs, alterations, or additions, and to build additional stories on the building in which the Leased Premises are contained and to build adjoining the same; Landlord also reserves the right to construct other buildings or improvements, including, but not limited to, structures for motor vehicle parking and the enclosing and air conditioning of sidewalks in the Project from time to time and to make alterations thereof or additions thereto. Tenant agrees to cooperate with Landlord, permitting Landlord to accomplish any such maintenance, repairs, alterations, additions or construction. Temporary, partial obstruction of access to the Leased Premises caused by such construction shall not be a default of Landlord.

4. **CONDUCT OF BUSINESS BY TENANT.**

4.1 **Taking Possession of Premises.** Tenant shall occupy the leased premises without delay upon the commencement date and shall conduct its business continuously in the leased premises upon completion of renovations.

4.2 **Objectionable Use of Premises.** Without limiting application of any other provision in this Lease, the following actions and activities shall not be allowed in on or upon the Leased Premises, the Common Areas or the Project without the prior written consent of Landlord.

4.2.1 Employment of any mechanical apparatus causing noises or vibration which may be transmitted beyond the Leased Premises.

4.2.2 Objectionable odors emanating or dispelled from the Leased Premises.

4.2.3 Conducting any auction, fire, bankruptcy selling out or similar sales of any kind on or about the Leased Premises; displaying merchandise on the exterior of the Leased Premises either for sale or for promotion purposes.

4.2.4 Use or operate any machinery, which in Landlord's reasonable opinion, may harm the building of which the Leased Premises is a part.

4.2.5 Store, keep or permit the storage of any merchandise, equipment, machinery or any other item on the walkways, loading docks, parking areas, roof or grounds surrounding the Leased Premises or Common Areas not specifically referenced herein.

4.2.6 Store or dump on or about the Leased Premises trash, rubbish, pallets, chemicals, hazardous, toxic or other such substances or dispose or attempt to dispose of such items in the sewers or storm drains of the Leased Premises.

4.2.7 Wash and/or wax and/or repair vehicles. Store or keep any boats, recreational vehicles, trailers or inoperable or unregistered vehicles outside the Leased Premises or in parking areas, leave vehicles in any parking areas on the property for an extended period of time.

4.2.8 Residing in the Leased Premises, the Common Area or the Project.

4.2.9 Abandon or dispose of personal property by leaving same in the Leased Premises, Common Areas or Project.

4.2.10 Except as otherwise required by law, allowing animals or pets on the Leased Premises, Common Areas or Project.

4.2.11 Parking on the grassed or landscaped area, parking in areas blocking access to the Common Area or the Project, parking in areas blocking access to any areas other than the Leased Premises.

4.3 **Remedies in case of Violation.** In the event Tenant violates any provision of Section 4.2, Landlord shall provide Tenant written notice of the violation. Tenant shall **have three (3) days from date of delivery** of such notice to cease and/or cure the objectionable use, providing, however, in the event Tenant violates the terms of this section more than twice during the term, Landlord shall not be required to provide written notice or cure period to invoke the remedies authorized herein.

4.4 In the event Tenant fails to cure and/or cease objectionable activities Landlord may (1) declare the lease materially breached; (2) cure the violation as the Landlord in its sole discretion deems appropriate with costs and fees for doing so charged to the Tenant as Additional Rent; (3) take such legal or equitable action as is appropriate, including but not limited to seeking injunctive relief; (4) take such other action as is authorized by law. These remedies shall be deemed cumulative. Nothing herein shall prohibit Landlord from taking emergency action in the event any violation threatens the life, health and/or safety of any person or threatens property on or of the Project.

5. SECURITY DEPOSIT.

5.1 **Amount of Deposit.** Upon Tenant's execution of this Lease, Tenant shall deposit with the Landlord the Security Deposit, representing two months Base Rent & Additional Rent and Operating Expenses plus 3% sales tax, and first month base rent & Additional Rent and Operating Expenses plus 3% sales tax, and if by check, is subject to collection. Said deposit(s) shall be held by Landlord, without liability for interest, and may be commingled with other funds of Landlord as security for the faithful performance by Tenant of all the terms, covenants, and conditions of this Lease by Tenant to be kept and performed during the term hereof.

5.2 **Use and Return of Deposit.** If at any time during the term of this Lease any of the rent herein reserved shall be overdue and unpaid, or any other sum payable by Tenant to Landlord hereunder shall be overdue and unpaid or in the event of the failure of Tenant to keep and perform any of the terms, covenants and conditions of this Lease to be kept and performed by Tenant, then Landlord may, at its option (but Landlord shall not be required to) appropriate and apply all or any portion of said deposit to the payment of any such overdue rent or other sum or so much thereof as shall be necessary to compensate the Landlord for all loss or damage sustained or suffered by Landlord due to the breach of Tenant. Should the entire security deposit, or any portion thereof, be appropriated and applied by Landlord for the payment of overdue rent or other sums due and payable by Tenant hereunder, then Tenant shall, upon the written demand of Landlord forthwith remit to Landlord a sufficient amount in cash to restore said security to the original sum deposited, and Tenant's failure to do so within ten (10) days after receipt of such demand shall constitute a breach of this Lease. If Tenant shall fully and faithfully perform every provision of this Lease to be performed by it, the Security Deposit or any balance thereof shall be returned to Tenant at the expiration of the term of this Lease. The Security Deposit shall not be deemed last month's rent.

5.3 **Transfer of Deposit.** Landlord may deliver the Security Deposit to the purchaser or transferee of Landlord's interest in the Leased Premises, in the event that such interest be sold or transferred, and thereupon Landlord shall be discharged from any further liability with respect to the Security Deposit.

6. FIXTURES AND ALTERATIONS.

6.1 Installation by Tenant.

6.1.1 All improvements installed by Tenant shall be new or in good working order. Tenant shall not make or cause to be made any alterations, additions or improvements or install or cause to be installed any exterior signs, exterior lighting, plumbing fixtures, fences, gates, shades or awnings or make any changes to the common areas or the exterior of the building in which the Leased Premises are located without first obtaining Landlord's written approval and consent. Tenant shall present to the Landlord plans and specifications for such work at the time approval is sought, and simultaneously demonstrate to Landlord that the proposed alterations comply with local zoning and building codes. Upon Tenant's breach of this provision, Landlord may take such action as is necessary to remove the unauthorized installation with all cost and expense to be charged to Tenant as additional rent. In addition, Landlord may take such legal action at law or equity as a result of the breach, including but not limited to injunctive relief.

6.1.2 All construction work done by Tenant within the Leased Premises and otherwise shall be performed in a good and workmanlike manner, in compliance with all governmental requirements, and in such manner as to cause a minimum of interference with other construction in progress (if any) and with the transaction of business in the Project. Without limitation on the generality of the foregoing, Landlord shall have the right to require that such work be performed outside of general business hours, and in accordance with other rules and regulations which Landlord may, from time to time prescribe. Tenant agrees to indemnify Landlord and hold it harmless against any loss, liability or damage, resulting from such work, and Tenant shall, if requested by Landlord, furnish bond or other security satisfactory to Landlord against any such loss, liability or damage. Tenant shall be liable to Landlord for any damages resulting from labor disputes, strikes or demonstrations resulting from Tenant's construction or alteration work with the employment of non-union workers.

6.2 **Responsibility of Tenant.** All alterations, decorations, additions and improvements made by the Tenant, or made by the Landlord on the Tenant's behalf by agreement under this Lease, shall remain the property of the Tenant for the term of this Lease, or any extension or renewal thereof. Such alterations, decorations, additions and improvements shall not be removed from the Leased Premises without prior consent in writing from the Landlord. Upon expiration of this lease, or any renewal term thereof, Landlord shall have the option of requiring Tenant to remove such alterations, decorations, additions and improvements and restore the Leased Premises as provided in Section 7.2 hereof. If the Tenant fails to remove such alterations, decorations, additions and improvements and restore the leased premises, then such alterations, decorations, additions and improvements shall become property of the Landlord and in such event, should Landlord so elect, Landlord may restore the premises to its original condition for which cost, with allowance for ordinary wear and tear, Tenant shall be responsible and pay promptly upon demand.

6.3 **Tenant Shall Discharge All Liens.** Nothing contained in this Lease shall be construed as a consent on the part of the Landlord to subject the estate of the Landlord to liability under the Construction Lien Law of the State of Florida, it being expressly understood that Landlord's estate shall not be subject to liens for improvements made by the Tenant. Tenant shall strictly comply with the Construction Lien Law of the State of Florida as set forth in Florida Statutes Section 713. In the event that a claim of lien is filed against the Project in connection with any work performed by or on behalf of the Tenant, the Tenant shall satisfy such claim or shall transfer same to security, within ten (10) days from the date of filing. In the event that the Tenant fails to satisfy or transfer such claim within said ten (10) - day period, the Landlord may do so and thereafter charge the Tenant, as additional rent, all costs incurred by the Landlord in connection with satisfaction or transfer of such claim, including attorneys' fees. Further, the Tenant agrees to indemnify, defend and save the Landlord harmless from and against any damage or loss incurred by the Landlord as a result of such claim of lien. If so requested by the Landlord, the Tenant shall execute a short form or memorandum of this Lease, which may, in the Landlord's discretion be recorded in the Public Records for the purpose of protecting the Landlord's estate from claims of lien, as provided in Florida Statutes Section 713.10. In the event such short form or memorandum of lease is executed, the Tenant shall simultaneously execute and deliver to the Landlord an instrument terminating the Tenant's interest in the real property upon which the Leased Premises are located, which instrument may be recorded by the Landlord only at the expiration of the term of this Lease, or such earlier termination hereof. Landlord only has the right to record the memorandum without execution by Tenant in the event Tenant fails to execute the memorandum within seven (7) days of request. The Security Deposit paid by the Tenant may be used by the Landlord for the satisfaction or transfer of any claim of lien, as provided in this Section. This Section shall survive the termination of the Lease.

6.4 **Signs.** Tenant shall, at Tenants expense, install a sign on the premises as per the Landlord's signage criteria. No sign, placard, picture, name, advertisement or notice visible from the exterior of the Premises will be inscribed, painted, affixed or otherwise displayed by Tenant on or in any part of the Building, without the prior written consent of Landlord.

7. REPAIRS AND MAINTENANCE OF LEASED PREMISES.

7.1 **Landlord Services.** Provided Tenant is not in default according to the terms of this Lease and subject to interruption caused by repairs, renewals, improvements, changes of service and alterations to the Leased Premises, and further, subject to interruption caused by strikes, lockouts, labor controversies, inability to obtain fuel or power, accidents, breakdowns, catastrophes, national or local emergencies, "Acts of God," and conditions and causes beyond the control of Landlord, Landlord will advance the following services to Tenant:

7.1.1 Landlord agrees to replace or repair and maintain in good order and condition the roof, roof drains, outside walls, foundations and exterior structural portions of the Leased Premises. Landlord shall initiate repairs of applicable

problems within a reasonable period of time after receipt of written notice of needed repairs or maintenance with completion as soon as reasonably possible. There is excepted from this provision, however:

7.1.1.1 Repair or replacement of broken plate or window glass (except in case of damage by fire or other casualty covered by Landlord's fire and extended coverage policy);

7.1.1.2 Interior and exterior doors, door closure devices, window and door frames, moldings, locks and hardware;

7.1.1.3 Repair of damage caused directly or indirectly by the negligence or intentional acts of Tenant, its employees, agents, contractors, customers, invitees and

7.1.1.4 Interior repainting and redecoration

7.1.2 Landlord shall not be liable for any injury or damage (including but not limited to incidental damages, consequential damages, loss of income, profit, use or otherwise) to persons or property resulting from fire, explosion, falling plaster, steam, gas, electricity, water, rain, or leaks from any part of the Leased Premises or from the pipes, appliances or plumbing works or from the roof, street or subsurface or from any other place or by dampness, noise, odors and vibrations or by any other cause of whatever nature. Landlord shall not be liable for any damage (including but not limited to incidental damages, consequential damages, loss of income, profit, use or otherwise) caused by other tenants or persons in the Leased Premises, occupants of adjacent property, of the Project, or the public, or caused by operations in construction of any private, public or quasi-public work. Landlord shall not be liable in damages or otherwise for any latent defect in the Leased Premises or in the building of which they form a part.

7.1.3 In no event, however, shall Landlord be liable for incidental and/or consequential damages arising from (i) the failure to make said repairs, or (ii) making repairs in a untimely manner, nor shall Landlord be liable for incidental or consequential damages arising from defective workmanship or materials in making any such repairs.

7.1.4 Except as hereinabove provided, Landlord shall not be obligated or required to make any other repairs, and all other portions of the Leased Premises shall be kept in good repair and condition by Tenant. Landlord reserves the right to install separate utility meter(s) at the Leased Premises, the cost of which shall be promptly reimbursed by Tenant to Landlord and Tenant shall be responsible for any separately metered utility usage plus its pro rata share of common utilities. Any services advanced or furnished by Landlord under Section 7.1 and 7.1.1 shall be deemed an Operating Expense under Section 2.3.1.

7.2 Responsibilities of Tenant

7.2.1 Tenant agrees to maintain the Leased Premises in good order and condition.

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

7.2.3 Tenant covenants and agrees to keep and maintain in good order, condition and repair (which repair shall mean replace if necessary) the Leased Premises and every part thereof, except as hereinbefore provided, including but without limitation, the exterior and interior portions of all doors, equipment, security gates, windows, glass, utility facilities, plumbing and sewage facilities within the Leased Premises or under the floor slab including free flow up to the main sewage line fixtures, heating equipment, air conditioning (HVAC), including exterior mechanical equipment, exterior utility facilities and exterior electrical equipment serving the Leased Premises and interior walls, floors and ceilings, including compliance with all applicable building codes including but not limited to those relative to fire extinguishers. Tenant will maintain an HVAC service contract with a licensed HVAC service company. Tenant will use at Tenants cost a pest exterminating contractor at such intervals as may be necessary to keep the Leased Premises free of rodents and vermin. If Tenant refuses or neglects to commence or complete repairs promptly and adequately Landlord may, but shall not be required to do so, make or complete said repairs and Tenant shall pay the cost thereof to Landlord upon demand

7.2.4 Tenant, its employees, or agents, shall not deface any walls, ceilings, partitions, floors, wood, stone or ironwork without Landlord's written consent.

7.2.5 Tenant shall comply with the requirements of all laws, orders, ordinances and regulations of all governmental authorities and will not permit any waste of property or same to be done and will take good care of the Leased Premises.

7.2.6 If Tenant refuses or neglects to maintain the Leased Premises properly as required and does not correct any identified problem(s) to the reasonable satisfaction of Landlord as soon as reasonably possible after written demand, Landlord may, take such remedial action as Landlord may reasonably determine, without liability to Tenant, for any loss or damage that may accrue to Tenant's equipment, fixtures, or other property, or to Tenant's business by reason thereof and upon completion thereof Tenant shall pay Landlord's cost for the taking of such action, upon presentation of bill therefor, as additional rent. Said bill shall include interest at fifteen (15%) percent of said cost from the date of completion by Landlord. In the event the Landlord shall undertake any maintenance or repair in the course of which it shall be determined that such maintenance or repair work was made necessary by the negligence or willful act of Tenant or any of its employees or agents or that the maintenance or repair is, under the terms of this Lease, the responsibility of Tenant, Tenant shall pay Landlord's costs therefore plus overhead and interest as above

provided in this Section.

7.2.7 Unless requested in writing by the Landlord to the contrary, at the expiration of the tenancy hereby created, Tenant shall surrender the Leased Premises in the same condition as the Leased Premises were in upon the Commencement Date or following completion of Tenant's Work, whichever is later, reasonable wear and tear excepted, and damage by unavoidable casualty excepted, and shall surrender all keys for the Leased Premises to Landlord. Tenant shall remove all its trade fixtures, leased equipment and such part of the said Tenant's Work and any subsequent alterations, decorations, additions and/or improvements which Landlord requests to be removed before surrender of the Leased Premises as aforesaid and shall repair any damage to the Leased Premises caused thereby. All alterations, decorations, additions and/or improvements left on the Leased Premises shall be in compliance with applicable governmental codes, laws, ordinances and building standards. Any violation to Section 7.2 and its subparts shall constitute an unsatisfactory condition. Tenant's obligation and liability under this covenant shall survive the expiration or other termination of this Lease. In the event that Tenant shall vacate the Leased Premises in unsatisfactory condition, in addition to the cost of repairs, Tenant shall

7.2.7.1 pay to Landlord a sum equal to 110% of the Base Rent and Additional Rent for the time period required to effect such repairs;

7.2.7.2 pay all damages that Landlord may suffer on account of Tenant's vacating the Leased Premises in unsatisfactory condition; and

7.2.7.3 indemnify and save Landlord harmless from and against any and all claims made by any succeeding tenant of the Leased Premises against Landlord on account of delay of Landlord in delivering possession of the Leased Premises to said succeeding tenant to the extent that such delay is occasioned by Tenant's vacating the Leased Premises in unsatisfactory condition

7.2.8 Tenant shall at its own expense perform all janitorial and cleaning services within the Leased Premises in order to keep same in a neat, clean and orderly condition.

7.2.9 Tenant shall give Landlord prompt written notice (and telephonic notice in the case of an emergency) of any fire or damage occurring on or to the Leased Premises, any defects in the Leased Premises, and any defects in any fixtures or equipment for which Landlord is responsible under the Lease.

7.3.0 Tenant shall at its own expense provide a dumpster(s) for refuse collection.

8. UTILITIES. Tenant shall be solely responsible for and shall promptly pay all charges for gas, electricity, telephone or any other separately metered utility used or consumed in the Leased Premises. Landlord shall not be liable for an interruption or failure in the supply of any such utilities to the Leased Premises unless caused by the gross negligence or intentional act of the Landlord.

9. INSURANCE AND INDEMNITY.

9.1 Tenant shall carry and maintain, at its sole cost and expense, the following types of insurance, in the amounts specified and in the form hereinafter provided for:

9.1.1 Public liability and property damage. Tenant shall, during the Term, maintain insurance against public liability, including that from personal injury or property damage in or about the Leased Premises resulting from the occupation, use, or operation of the Leased Premises, insuring both Landlord, Landlord's managing agent and Tenant and naming the Landlord and Landlord's managing agent as an additional insured therein, and also naming as additional insured the Owners Association of the Gateway Shopping Center I Corp in amounts of not less than ONE MILLION DOLLARS (\$1,000,000.00) against liability for bodily injury including death and personal injury for any one (1) occurrence, and not less than TWO MILLION DOLLARS (\$2,000,000.00) aggregate, and not less than FIVE HUNDRED THOUSAND DOLLARS (\$500,000.00) for property damage. The general liability policy can not include any exclusions or limitations for assault & battery, weapons & firearms, or abuse & molestation, or liquor liability. Tenant will provide a certificate of insurance to Landlord and the Owners Association, within five (5) days of issuance.

9.1.2 Plate glass insurance providing full coverage for replacement of damaged or destroyed glass in or upon the Leased Premises;

9.1.3 Workman's compensation insurance for the benefit of all employees entering upon the Leased Premises as a result of or in connection with their employment by Tenant;

9.1.4 All other insurance required of Tenant, as an employer, pursuant to any law, rule, or ordinance of any governmental authority having jurisdiction;

9.1.5 Fire, casualty, and extended coverage insurance on Tenant's fixtures, improvements and finishings, which policies of insurance shall be in amounts, in such forms and issued by such companies as are approved by Landlord and shall name Landlord and Tenant as their interests may appear; and

9.1.6 Such other forms of insurance which are not available as of the date hereof, but which may become

available in the future and are typically required by landlords of properties similar in character to the Project, if in the Landlord's sole discretion, the same is necessary to adequately insure the Leased Premises and underlying property and such other forms of insurance which may become necessary as the result of any changes in applicable laws.

9.1.7 In the event that at any time during the term of this Lease or any extension or renewal thereof, beer, wines or other alcoholic liquors or beverages are sold or given away upon or from the Leased Premises (it being understood and agreed, however, that the foregoing provision shall not authorize the use of the Leased Premises for such purposes without the express consent of Landlord being set forth otherwise in this Lease), Tenant shall, at its sole expense, obtain, maintain and keep in force, adequate liquor liability insurance protecting Tenant and Landlord in connection therewith within policy limits acceptable to Landlord. In the event Tenant shall fail to procure such insurance where applicable, Landlord may procure the same at Tenant's expense. In the event such insurance is not carried and in full force, sales of the foregoing products shall be suspended until such coverage is in force.

9.2 The original of each policy of insurance, certified duplicates thereof, and certificates of insurance issued by the insurance or insuring organization shall be delivered to Landlord on or before the Commencement Date and proof of renewal shall be provided to Landlord not less than thirty (30) calendar days prior to the expiration of any policy. In addition to and together with Tenant's pro rata share of operating costs, Tenant shall pay to Landlord within ten (10) calendar days of its receipt of Landlord's written request, the entire amount of any extraordinary or additional premium for insurance upon or for the Premises and/or Project occasioned by or resulting from Tenant's use of the Premises. Tenant will name Landlord as additional insured and also the Owners Association, Gateway Shopping Center I Corp. as additional insured and provide a copy of the certificate of insurance within five (5) days of issuance.

9.3 The aforementioned insurance shall be in companies authorized to engage in the business of insurance in the State of Florida with a minimum rating of "A" by A. M. Best and shall be in form, substance, and amount (where not stated above) satisfactory to Landlord. The insurance shall not be subject to cancellation except after at least thirty (30) calendar days prior written notice to Landlord. If any of the aforementioned insurance shall not be procured or maintained by Tenant, Landlord may, at its option, procure such insurance or any portion thereof, and Tenant shall pay to Landlord any sums expended by Landlord therefore upon demand; or, Landlord may, at its option terminate this Lease.

9.4 Increase in Fire Insurance Premium. Tenant agrees that it will not keep, use, sell or offer for sale in or upon the Leased Premises any article which may be prohibited by the standard form of fire and extended risk insurance policy. Tenant agrees to pay any increase in premiums for fire and extended coverage insurance that may be charged during the term of this Lease on the amount of such insurance which may be carried by Landlord on said premises or the building of which they are a part, resulting from the type of merchandise used or sold by Tenant in the Leased Premises, whether or not Landlord has consented to the same.

9.5 **Indemnification of Landlord.** Tenant shall indemnify Landlord and save it harmless from and against any and all claims, actions, damages, liability and expense in connection with loss of life, personal injury and/or damage to property (a) arising from or out of any occurrence in, upon or at the Leased Premises (b) arising from or out of the occupancy or use by Tenant or concessionaires of the Leased Premises, whether occurring in or about the Leased Premises. In the event Landlord shall be made a party to any litigation commenced by or against Tenant, then the Tenant shall protect and hold the Landlord harmless and shall pay all reasonable costs, expenses and reasonable attorney's fees incurred or paid by the Landlord in connection with such litigation.

9.6 **Waiver of Subrogation.** Tenant waives (unless said waiver should invalidate any such insurance) its right to recover damages against Landlord for any reason whatsoever to the extent Tenant recovers indemnity from its insurance carrier. Any insurance policy procured by Tenant which does not name Landlord as a named insured shall, if obtainable, contain an express waiver of any right of subrogation by the insurance company against the Landlord. All public liability and property damage policies shall contain an endorsement that Landlord, although named as an insured, shall nevertheless be entitled to recover damages caused by the negligence of Tenant.

10. ATTORNMENT AND SUBORDINATION.

10.1 **Attornment.** 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 the Landlord covering the Leased Premises or in the event a deed is given in lieu of foreclosure of any such mortgage, if requested to do so, Tenant shall attorn to the purchaser or grantee in lieu of foreclosure upon any such foreclosure or sale and recognize such purchaser or grantee in lieu of foreclosure as the Landlord under this Lease.

10.2 **Subordination.** Tenant agrees that this Lease and the interest of Tenant therein shall be, and the same hereby is made subject and subordinate at all times to all covenants, restrictions, easements and other encumbrances now or hereafter affecting the fee title of the Project and to all ground and underlying leases and to any mortgage of any amounts and all advances made and to be made thereon, which may now or hereafter be placed against or affect any or all of the land and/or any or all of the buildings and improvements, including the Leased Premises, now or at any time hereafter constituting a part of the Project, and/or any ground or underlying leases covering the same, and to all renewals, modifications, consolidations, participation's, replacements and extensions thereof. The term "Mortgages" as used herein shall be deemed to include trust indentures and deeds of trust. The aforesaid provisions shall be self-operative and no further instrument of subordination shall be necessary unless required by any such ground or underlying

lessors or mortgages. Should the Landlord, any ground or underlying lessors or mortgagees desire confirmation of such subordination, Tenant, within ten (10) days following written request therefor, shall execute and deliver, without charge, any and all documents (in form acceptable to Landlord and such ground or underlying lessors or mortgagees) subordinating the Lease and the Tenant's rights hereunder. However, should any such ground or underlying lessors or any mortgagees request that Lease be made superior, rather than subordinate, to any such ground or underlying lease and/or mortgage, then Tenant, within ten (10) days following Landlord's written request therefor, agrees to execute and deliver, without charge, any and all documents (in form acceptable to Landlord and such ground or underlying lessors or mortgagees) effectuating such priority.

11. ASSIGNMENT AND SUBLETTING.

11.1 Consent Required.

11.1.1 Tenant may not assign or in any manner transfer, or grant or suffer any encumbrance of Tenant's interest in this Lease in whole or in part, nor sublet all or any portion of the Leased Premises, or grant a license, concession or other right of occupancy of any portion of the Leased Premises, without the prior written consent of Landlord in each instance. The consent by Landlord to any assignment or subletting shall not constitute a waiver of the necessity for such consent to any subsequent assignment or subletting. Consent shall be in the sole and absolute discretion of Landlord. If this Lease be assigned, or if the Leased Premises or any part thereof be underlet or occupied by any party other than Tenant, Landlord may collect rent from the assignee, subtenant or occupant, and apply the net amount collected to the rent herein reserved, but no such assignment, underletting, occupancy or collection shall be deemed a waiver of this covenant, or the acceptance of the assignee, subtenant or occupant as Tenant, or a release of Tenant from the further performance by Tenant of the covenants on the part of Tenant herein contained. This prohibition against assignment or subletting shall be construed to include prohibition against any assignment or subleasing by operation of law, legal process, receivership, bankruptcy or otherwise, whether voluntary or involuntary. Notwithstanding any assignment or sublease, Tenant shall remain fully liable on this Lease and shall not be released from performing any of the terms, covenants and conditions of this Lease. An attempt by Tenant to sublease the Leased Premises, in whole or in part, at a rental rate greater than that charged under this Lease shall be deemed a valid reason for withholding consent for the sublease.

11.1.2 The Tenant shall pay an administrative fee of \$1,500 in connection with any assignment or sublease.

11.2 **Significant Change of Ownership.** If the Tenant is a corporation, LLC, or LLP (other than one whose shares are regularly and publicly traded on a recognized stock exchange), Tenant represents that the Ownership and power to vote its entire outstanding capital stock belongs to and is vested in the officer or officers executing this Lease or members of his or their immediate family. If there shall occur any change in the ownership of and/or power to vote the majority of the outstanding capital stock of Tenant, whether such change of ownership is by sale, assignment, bequest, inheritance, operation of law or otherwise, without the prior written consent of Landlord, then Landlord shall have the option to terminate this Lease upon thirty (30) days notice to Tenant. If Tenant is a limited liability company or partnership, Tenant represents that the manager or general partner executing this Lease is duly authorized to execute the same on behalf of said company or partnership. If there shall occur any change in the ownership of the interest of the general partners or members of the partnership, or company whether such change results from a sale, assignment, bequest, inheritance, operation of law or otherwise, or if the partnership is dissolved, without the prior written consent of Landlord, then Landlord shall have the option to terminate this Lease upon thirty (30) days notice to Tenant.

11.3 **Assignment by Landlord.** In the event of the transfer and assignment by Landlord of its interest in this Lease and/or in the building containing the Leased Premises to a person expressly assuming Landlord's obligations under this Lease, Landlord shall thereby be released from any further obligations thereunder, and Tenant agrees to look solely to such successor in interest of the Landlord for performance of such obligations. Any security given by Tenant to secure performance of Tenant's obligations hereunder may be assigned and transferred by Landlord to such successor in interest, and Landlord shall thereby be discharged of any further obligation relating thereto.

12. WASTE, GOVERNMENTAL REGULATIONS.

12.1 **Waste or Nuisance.** Tenant shall not commit or suffer to be committed any waste upon the Leased Premises or any nuisance or other act or thing which may disturb the quiet enjoyment of any other tenant in the Project, or which may adversely affect Landlord's interest in the Leased Premises or the Project.

12.2 **Government Regulations.** Tenant shall, at Tenant's sole cost and expense, comply with all county, municipal, state, federal laws, orders, ordinances and other applicable requirements of all governmental authorities, now in force, or which may hereafter be in force, pertaining to, or affecting the condition, use or occupancy of the Leased Premises, and shall faithfully observe in the use and occupancy of the Leased Premises all municipal and county ordinances and state and federal statutes now in force or which may hereafter be in force. Tenant shall indemnify, defend and save Landlord harmless from all costs, losses, expenses or damages resulting from Tenant's failure to perform its obligations under this Section.

13. RULES AND REGULATIONS. Tenant agrees to comply with all rules and regulations Landlord may adopt from time to time for operation of the Project, and protection and welfare of Project, its tenants, visitors, and occupants. The present rules and regulations, which Tenant hereby agrees to comply with, entitled "Rules and Regulations" are attached hereto as *Exhibit "B"*. Landlord may amend the rules from time to time and any future rules and regulations shall become a part of this Lease, and Tenant hereby agrees to comply with the same upon delivery of a copy thereof to Tenant, providing the same do not materially deprive Tenant of its

rights established under this Lease.

14. ADVERTISING, ETC.

14.1 **Solicitation of Business.** Tenant and Tenant's employees and agents shall not solicit business in the parking area or other common areas, nor shall Tenant distribute any handbills or other advertising matter on automobiles parked in the parking area or in other common areas.

14.2 **Advertised Name and Address.** Tenant may use as its advertised business address the name of the Project. Tenant shall not use the name of the Project for any purpose other than as the address of the business to be conducted by Tenant in the Leased Premises, and Tenant shall not acquire any property right in or to any name which contains the name of the Project as a part thereof. Any permitted use by Tenant of the name of the Project during the term of the Lease shall not permit Tenant to use, and Tenant shall not use such name of the Project either after the termination of this Lease or at any other location. Tenant shall not use the name of the Landlord in any advertisement, or otherwise.

15. DESTRUCTION OF LEASED PREMISES.

15.1 **Total or Partial Destruction.** If the Leased Premises shall be damaged by fire, the elements, unavoidable accident or other casualty, without the fault of Tenant, but are not thereby rendered untenable in whole or in part, Landlord shall at its own expense (together with insurance proceeds from Tenant) cause such damage, except to Tenant's equipment and trade fixtures, to be repaired, and the rent and other charges shall not be abated. Repairs shall commence within a reasonable period of time. If by reason of such occurrence, the Leased Premises shall be rendered untenable only in part, Landlord shall at its own expense cause the damage, except to Tenant's equipment and trade fixtures, to be repaired within a reasonable period of time, but only to the condition in which the Leased Premises were originally delivered to Tenant, and the Rent meanwhile shall be abated proportionately as to the portion of the Leased Premises rendered untenable. If such damage shall occur during the last two (2) years of the term of this Lease (or of any renewal term), Landlord shall have the right, to be exercised by notice to Tenant within sixty (60) days after said occurrence, to elect not to repair such damage and to cancel and terminate this Lease effective as of a date stipulated in Landlord's notice, which shall not be earlier than thirty (30) days nor later than sixty (60) days after the giving of such notice. If the Leased Premises shall be rendered wholly untenable by reason of such occurrence, the Landlord shall at its own expense cause such damage, except to Tenant's equipment and trade fixtures, to be repaired, but only to the condition in which the Leased Premises were originally delivered to Tenant, and the Base Rent meanwhile shall be abated in whole, except that Landlord shall have the right, to be exercised by notice to tenant within sixty (60) days after said occurrence, to elect not to reconstruct the destroyed leased premises and in such event, this lease and the tenancy hereby created shall cease as of the date of said occurrence. There shall be no abatement of the Base Rent if such damage is caused by the fault of Tenant. Whenever the Base Rent shall be abated pursuant to this Section 15.1, such abatement shall continue until the date which shall be the sooner to occur of: (i) fifteen (15) days after notice by Landlord that the Leased Premises have been substantially repaired and restored; or (ii) the date Tenant's business operations are restored in the entire Leased Premises.

15.2 **Partial Destruction of Building.** In the event that fifty (50%) percent or more of the rentable area of the building in which the Leased Premises are located shall be damaged or destroyed by fire or other cause, notwithstanding any other provisions contained herein and that the Leased Premises may be unaffected by such fire or other cause, Landlord shall have the right, to be exercised by notice in writing delivered to Tenant within sixty (60) days after said occurrence, to elect to cancel and terminate this Lease. Upon the giving of such notice to Tenant, the term of this Lease shall expire by lapse of time upon the thirtieth day after such notice is given, and Tenant shall vacate the Leased Premises and surrender the same to Landlord; provided, however, in the event the building is deemed to be a hazard or danger by any governmental agency, the Lease shall expire upon the third day after notice is given.

15.3 **Reconstruction of Improvement.** In the event of any reconstruction of the Leased Premises under this Section, said reconstruction shall be in substantial conformity of the Leased Premises on the Commencement Date. Tenant, at its sole cost and expense, shall be responsible for the repair and restoration of all items that was Tenant's Work, and the replacement of its stock in trade fixtures, furniture, furnishings and equipment. Tenant shall commence the installation of fixtures, equipment, and merchandise hereof promptly upon delivery to it of possession of the Leased Premises and shall diligently prosecute such installation to completion.

15.4 Under no circumstances shall Landlord be responsible or liable to Tenant for lost income, revenue or profits.

16. EMINENT DOMAIN.

16.1 **Total Condemnation.** If the whole of the Leased Premises shall be acquired or condemned by eminent domain for any public or quasi-public use or purpose, then the term of this Lease shall cease and terminate as of the date of title vesting in such proceeding and all rentals and other charges shall be paid up to that date and Tenant shall have no claim against Landlord for the value of any unexpired term of this Lease.

16.2 Partial Condemnation.

16.2.1 If any part of the Leased Premises shall be acquired or condemned by eminent domain for any public

or quasi-public use or purpose, and in the event that such partial taking or condemnation shall, in the opinion of Landlord and Tenant, render the Leased Premises unsuitable for the business of the Tenant, then Landlord and Tenant shall each have the right to terminate this Lease by notice given to the other within sixty (60) days after the date of title vesting in such proceeding and Tenant shall have no claim against Landlord for the value of any unexpired term of this Lease. A taking or condemnation in excess of 50% of the square footage of the Leased Premises shall be presumed to render the Leased Premises unsuitable for the business of the tenant.

16.2.2 If more than twenty (20%) percent of the floor area of the buildings in the Project shall be taken as aforesaid (whether or not the Leased Premises shall be affected by the taking), Landlord shall have the right to terminate this Lease by notice to Tenant given within sixty (60) days after the date of title vesting in such proceeding and Tenant shall have no claim against Landlord for the value of the unexpired term of this Lease.

16.3 **Landlord's Damages.** In the event of any condemnation or taking as hereinabove provided, whether whole or partial, the Tenant shall not be entitled to any part of the award, as damages or otherwise, for such condemnation and Landlord is to receive the full amount of such award, the Tenant hereby expressly waiving any right or claim to any part thereof.

16.4 **Tenant's Damages.** Although all damages in the event of any condemnation are to belong to the Landlord, whether such damages are awarded as compensation for diminution in value of the leasehold or the fee of the Leased Premises, Tenant shall have the right to claim and recover from the condemning authority, but not from Landlord, such compensation as may be separately awarded or recoverable by Tenant in Tenant's own right on account of any damage to Tenant's business by reason of the condemnation and for or on account of any cost or loss to which Tenant might be put in removing Tenant's merchandise, furniture, fixtures, leasehold improvements and equipment, provided no such claim shall diminish or otherwise adversely affect Landlord's award. Each party agrees to execute and deliver to the other all instruments that may be required to effectuate the provisions of Section 16.3 and this Section 16.4.

16.5 **Sale Under Threat of Condemnation.** A sale by Landlord to any authority having the power of eminent domain, either under threat of condemnation or while condemnation proceedings are pending, shall be deemed a taking under the power of eminent domain for all purposes under this Section.

17. DEFAULT OF TENANT.

17.1 **Events of Default.** Upon the happening of one or more of the events as expressed below, (individually and collectively, "Events of Default"), the Landlord shall have any and all rights and remedies hereinafter set forth:

17.1.1 In the event Tenant should fail to pay any monthly installment of rent or any other sums required to be paid hereunder, as and when the same becomes due.

17.1.2 To the extent not contrary to Bankruptcy Law, in the event a petition in bankruptcy (including Chapter 11 bankruptcy proceeding or any other reorganization proceedings under Bankruptcy Law) is filed by the Tenant, or is filed against Tenant, and such petition is not dismissed within 30 days from the filing thereof, or in the event Tenant is adjudicated a bankrupt.

17.1.3 In the event an assignment for the benefit of creditors is made by Tenant.

17.1.4 In the event of an appointment by any court of a receiver or other court officer of Tenant's property and such receivership is not dismissed within thirty (30) days from such appointment.

17.1.5 In the event Tenant removes, attempts to remove, or permits to be removed from the Leased Premises, except in the usual course of trade, the equipment, furniture, effects or other property Tenant brought thereon.

17.1.6 In the event Tenant, before the expiration of the term hereof and without the written consent of the Landlord, vacates the Leased Premises or abandons the possession thereof, or uses the Leased Premises or property of the Project for a purpose other than identified in the Lease.

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

17.1.8 In the event Tenant fails to keep, observe or perform any of the other terms, conditions or covenants on the part of Tenant herein to be kept, observed and performed for more than ten (10) days after written notice thereof is given by Landlord to Tenant specifying the nature of such default, or if the default so specified shall be of such a nature that the same cannot reasonably be cured or remedied within said ten (10) day period, if Tenant shall not in good faith have commenced the curing or remedying of such default within such ten (10) day period and shall not thereafter continuously and diligently proceed therewith to completion; provided, however, nothing herein shall prohibit Landlord from taking immediate legal action, with or without notice, to protect the health, safety or welfare of the Landlord, the Project, other tenants and persons or entities in or about the Project or the general public.

17.1.9 Notwithstanding anything contained herein to the contrary, in the event of a monetary default on the part of Tenant, Landlord shall give and shall only be required to give Tenant three (3) days written notice within which Tenant must cure the monetary default.

17.2 Remedies of Landlord

17.2.1 In the event of any such default or breach, Landlord shall have the immediate right to re-enter the Leased Premises, either by summary proceedings, by force or otherwise, and to dispossess Tenant and all other occupants therefrom and remove and dispose of all property therein, all without service of any notice of intention to re-enter and with or without resort to legal process (which Tenant hereby expressly waives) and without Landlord being deemed guilty of trespass or becoming liable for any loss or damage which may be occasioned thereby. In the event of any such default or breach, Landlord shall have the right, at its option, from time to time, without terminating this Lease, to re-enter and re-let the premises, or any part thereof, as the agent and for the account of Tenant upon such terms and conditions as Landlord may deem advisable or satisfactory, in which event the rents received on such re-letting shall be applied first to the expenses of such re-letting and collection including but not limited to, necessary renovations and alterations of the Leased Premises, reasonable attorney's fees, and thereafter toward payment of all sums due or which become due Landlord hereunder, and if a sufficient sum shall not be thus realized or secured to pay such sums and other charges, (i) at Landlord's option, Tenant shall pay Landlord any deficiency monthly, notwithstanding Landlord may have received rental in excess of the rental stipulated in this Lease in previous or subsequent months, and Landlord may bring an action therefor as such monthly deficiency shall arise, or (ii) at Landlord's option, the entire deficiency, which is subject to ascertainment for the remaining term of this Lease, shall be immediately due and payable by Tenant. Nothing herein, however, shall be construed to require Landlord to re-enter in any event. The Landlord shall not, in any event, be required to pay Tenant any surplus of any sums received by Landlord on a re-letting of said premises in excess of the rent provided in this Lease

17.2.2 In the event of any such default or breach, the Landlord shall have the right, at its option, to declare the rents for the entire remaining term and other indebtedness, if any, immediately due and payable without regard to whether or not possession shall have been surrendered to or taken by Landlord and may commence action immediately thereupon and recover judgment therefor. Further, in the event of any default or breach, in addition to any other amounts due under this Lease, Tenant is and shall be liable for and shall immediately reimburse Landlord for any and all concessions received by Tenant including but not limited to any free rent and any and all costs of all renovations, alterations and improvements made by Landlord related to the Premises, and all leasing commissions paid by Landlord to brokers in connection with this Lease.

17.2.3 The Landlord in addition to other rights and remedies it may have, shall have the right to remove all or any part of the Tenant's property from said premises and any property removed may be stored in any public warehouse or elsewhere at the cost of, and for the account of Tenant and the Landlord shall not be responsible for the care or safekeeping thereof, and the Tenant hereby waives any and all loss, destruction and/or damage or injury which may be occasioned by any of the aforesaid acts.

17.2.4 No such re-entry or taking possession of said Leased Premises by Landlord shall be construed as an election on Landlord's part to terminate this Lease unless a written notice of such intention is given to Tenant. Notwithstanding any such re-letting without termination, Landlord may at all times hereafter, elect to terminate this Lease for such previous default or breach. Any such re-entry shall be allowed by Tenant without hindrance, and Landlord shall not be liable in damages for any such re-entry, or guilty of trespass or forcible entry.

17.2.5 Any and all rights, remedies and options given in this Lease to Landlord shall be cumulative and in addition to and without waiver of or in derogation of any right or remedy given to it under any law now or hereafter in effect.

17.3 **Waiver.** The waiver by Landlord of any breach of any term, condition or covenant herein contained shall not be waiver of such term, condition or covenant, or any subsequent breach of the same or any other term, condition or covenant herein contained. The consent or approval by Landlord to or of any act by Tenant requiring Landlord's consent or approval shall not be deemed to waive or render unnecessary Landlord's consent to or approval of any subsequent similar act by Tenant. No re entry hereunder shall bar the recovery of rents or damages for the breach of any of the terms, conditions or covenants on the part of Tenant herein contained. The receipt of rent after breach or condition broken, or delay on the part of Landlord to enforce any right hereunder, shall not be deemed a waiver or forfeiture, or a waiver of the right of Landlord to terminate this Lease or to re enter said Leased Premises or to re-let same.

17.4 **Expenses of Enforcement.** In the event any payment due Landlord under this Lease shall not be paid on the due date, Tenant agrees to pay interest on the amount which is delinquent at the highest rate permitted under the laws of the state of Florida for such delinquent payment until made. In the event any check, bank draft, order for payment or negotiable instrument given to Landlord for any payment under this Lease shall be dishonored for any reason whatsoever not attributable to Landlord, Landlord shall be entitled to make an administrative charge to Tenant of one hundred (\$100.00) Dollars. Tenant recognizes and agrees that the charges which Landlord is entitled to make upon the conditions stated in this Section 17.4 represent, at the time this Lease is made, a fair and reasonable estimate and liquidation of the costs of Landlord in the administration of the Project resulting to Landlord from the events described which costs are not contemplated or included in any other rental or charges provided to be paid by Tenant to Landlord in this Lease. Any charges becoming due under this Section of this Lease shall be added and become due with the next ensuing monthly payment of Base Rent and shall be collectible as a part thereof.

17.5 **Legal Expenses.** In the event that it shall become necessary for Landlord to employ the services of an attorney to enforce any of its rights or to protect its interest under this Lease or to collect any sums due to it under this Lease or to remedy the breach of any covenant of this Lease on the part of the Tenant to be kept or performed, regardless of whether suit be brought, Tenant shall pay to Landlord such fee as shall be charged by Landlord's attorney for such services. Should suit be brought for the recovery of possession of the Leased Premises, or for rent or any other sum due Landlord under this Lease, or because of the breach of any of Tenant's covenants under this Lease, or to protect any interest or right under the Lease, Tenant shall pay to Landlord all expenses of such suit and any appeal thereof, including a reasonable attorney's fee.

17.6 **Reserved Early Expiration:** Landlord advises that it requires flexibility to make changes including remodeling or even redevelopment in and to the Project. Although such rights are reserved as specified above in this Lease, Landlord also requires the following reserved right of termination and Tenant has so agreed as a condition to Landlord's willingness to enter into this Lease. Accordingly, notwithstanding any other term, covenant or condition of this Lease, for \$10.00 in hand paid by Landlord to Tenant and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties have bargained for and Tenant agrees that Landlord has reserved and retains the right (and, as necessary, Tenant hereby grants the right to Landlord), upon no fewer than three hundred and sixty-five (365) days' advance written notice, to Tenant from Landlord, to terminate the Lease effective upon the termination date stated in such written notice (no sooner than three hundred and sixty-five [365] days after the delivery of such written notice) ("Early Expiration Date"), time being strictly of the essence in respect thereof, subject to the following. Any such early termination notice shall be deemed, treated and characterized as a notice amending the Lease so as to cause the natural expiration date of the Lease to change to such Early Expiration Date; and in connection therewith, all of the terms, covenants and conditions of the Lease which govern and control a natural expiration of the Term, including without limitation those which address the obligation to timely vacate and surrender the Premises, and those which address the condition in which the Premises are to have been maintained and the condition in which the Premises are to be brought to, until and through and upon such surrender, and those which govern and control the rights of Landlord to recover higher (or double, as applicable) rents for any holding over beyond natural expiration of the term, shall likewise govern and control the rights and obligations of the parties upon the occurrence of any such Early Expiration Date; and the Lease shall remain in effect for purposes of the enforcement thereof. In the event Tenant fails to timely and fully and properly so vacate and surrender in case of any such Early Expiration Date, Tenant shall indemnify and hold Landlord harmless from and against any loss, cost or damages arising therefrom, including without limitation those founded upon such delay and suffered or experienced by Landlord and/or any succeeding occupant.

18. ACCESS BY LANDLORD

18.1 **Right of Entry.** Landlord and Landlord's agents shall have the right to enter the Leased Premises at all reasonable times to examine the same, and to show them to prospective purchasers or lessees of the building, and to make such repairs, or alterations, improvements or additions as Landlord may deem necessary or desirable, and Landlord shall be allowed to take all material into and upon said premises that may be required therefor without the same constituting an eviction of Tenant in whole or in part and the rent reserved shall in no way abate while said repairs, alterations, improvements or additions are being made unless Tenant is prevented from operating in the Leased Premises in whole or in part, in which event rent shall be proportionately abated during said period. Landlord may exhibit the Leased Premises to prospective tenants or purchasers at all reasonable times. If Tenant shall not be personally present to open and permit an entry into said premises, at any time, when for any reason an entry therein shall be necessary or permissible, Landlord or Landlord's agents may enter the same without in any manner affecting the obligations and covenants of this Lease. Nothing herein contained, however, shall be deemed or construed to impose upon Landlord any obligation, responsibility or liability whatsoever, for the care, maintenance or repair of the building or any part thereof, except as otherwise herein specifically provided.

18.2 **Roof.** Use of the roof and air space above the Leased Premises is reserved exclusively to the Landlord.

19. TENANT'S PROPERTY.

19.1 **Taxes on Leasehold or Personal.** Tenant shall be responsible for and shall pay before delinquent all municipal, county or state taxes assessed during the term of this Lease against any leasehold interest or personal property or any kind, owned by or placed in, upon or about the Leased Premises by the Tenant.

19.2 **Loss and Damage.** Landlord shall not be responsible for any damage to property of Tenant or of others located on the Leased Premises nor for the loss of or damage to any property of Tenant or of others by theft or otherwise. All property of Tenant kept or stored on the Leased Premises shall be so kept or stored at the risk of Tenant only and Tenant shall hold Landlord harmless from any and all claims arising out of damage to same, including subrogation claims by Tenant's insurance carriers.

19.3 **Pledge of Assets.** Tenant hereby pledges and assigns and grants a security interest to Landlord all furniture, fixtures, goods and chattels of Tenant which shall or may be brought or placed on the Leased Premises as security for the payment of rent and Tenant agrees that said lien may be enforced by distress foreclosure or otherwise at the election of Landlord. Landlord may file a UCC-1 financing statement at any time to further protect its interests.

20. HOLDING OVER, SUCCESSORS.

20.1 **Holding Over.** On the last day of the term of this Lease, or upon any earlier termination of this Lease, or upon re-entry by Landlord upon the Leased Premises, Tenant shall peaceably and without notice of any sort, quit and surrender the Leased Premises to Landlord in accordance with the requirements of this Lease. Tenant specifically agrees that in the event Tenant retains possession and does not so quit and surrender the Leased Premises to Landlord, then Tenant shall pay to Landlord:

20.1.1 All damages that Landlord may suffer on account of Tenant's failure to so surrender and quit the Leased Premises, and Tenant will indemnify and save Landlord harmless from and against any and all claims made by succeeding tenant of the Leased Premises against Landlord on account of delay of Landlord in delivering possession of the Leased Premises to said succeeding tenant to the extent that such delay is occasioned by the failure of tenant to so quit and surrender said Leased Premises.

20.1.2 Rent for each month or any applicable portion of a month of such holding over at twice the amount payable for the month immediately preceding the termination of this Lease, during the time Tenant thus remains in possession.

The provisions of this paragraph do not waive any of Landlord's rights of re-entry or any other right under the terms of this Lease. If Tenant shall fail to surrender the Leased Premises as herein provided, no new tenancy shall be created and Tenant shall be guilty of unlawful detainer.

20.2 **Successors.** All rights and liabilities herein given to, or imposed upon, the respective parties hereto shall extend to and bind the several respective heirs, executors, administrators, successors, and permitted assigns of the said parties; and if there shall be more than one Tenant, they shall be bound jointly and severally by the terms, covenants and agreements herein. No rights, however, shall inure to the benefits of any assignee of Tenant unless the assignment to such assignee has been approved by Landlord in writing. Nothing contained in this Lease shall in any manner restrict Landlord's right to assign or encumber this Lease and, in the event Landlord sells or transfers its interest in the Project and the purchaser or transferee assumes Landlord's obligation and covenants, Landlord shall thereupon be relieved of all further obligations hereunder.

21. ENVIRONMENTAL ACTIONS AND INDEMNIFICATION.

21.1 Tenant agrees not to store in, on or outside of the Leased Premises any hazardous materials of any type, as defined by any local, state or federal agency or any other toxic, corrosive, reactive or ignitable material without first obtaining in each case all governmental approvals and permits required for such storage.

21.2 Tenant shall indemnify and hold Landlord harmless for any and all damages, potential damages, losses, liabilities, costs and expenses of corrective work, obligations, penalties, fines, impositions, fees, levies, lien removal or bonding costs, claims, litigation, demands, defenses, judgments, disbursements, or expenses (including without limitation attorneys fees and expert's fees) related to, concerning or arising out of Tenant causing or permitting, knowingly or unknowingly, directly or indirectly, hazardous material to pollute or contaminate the Leased Premises, the Project or any part thereof, or any person or property in, on, under, above or outside of the Project. The terms of this section shall survive the expiration or earlier termination of the term of this Lease.

21.3 **Term of Indemnification.** The Tenant agrees that this Indemnity shall continue throughout the term of the Lease and for a period of not less than ten years following termination of the Lease for any reason. Further, said ten year period shall be extended during the pendency of litigation or administrative claims involving Indemnified Losses pertaining to Hazardous Materials covered by this Indemnity pending at the expiration of the ten year period. The indemnity shall include reasonable costs and expenses (including experts' and attorneys' fees and disbursements) incurred or expended by Landlord in enforcing this Indemnity.

22. **Quiet Enjoyment.** Upon payment by the Tenant of the rents herein provided, and upon the observance and performance of all the covenants, terms and conditions on Tenant's part to be observed and performed, Tenant shall peaceably and quietly hold and enjoy the Leased Premises for the term hereby demised without hindrance or interruption by Landlord or any other person or persons lawfully or equitably claiming by, through or under the Landlord, subject, nevertheless, to the terms and conditions of this Lease. Notwithstanding the foregoing, the sounds, odors and vibrations emanating from the premises of any other tenant associated with such other tenant's business, shall not be deemed a violation of this provision nor shall such sounds, odors or vibrations give rise to any claim of breach of the Lease by Landlord and shall not serve as grounds for Tenant's refusal to pay rent or otherwise terminate the Lease. In anticipation that current or future neighboring tenants may generate noise that may adversely impact the Leased Premises, Tenant shall make such necessary soundproofing improvements to the Leased Premises to assure itself of the appropriate level of noise tolerance necessary for its business, regardless of sound levels emanating from neighboring tenants. Nor shall Landlord be liable to Tenant for any damages, including but not limited to incidental damages, consequential damages, loss of income, profit, use or otherwise.

23. MISCELLANEOUS.

23.1 **Accord and Satisfaction.** No payment by Tenant or receipt by Landlord of a lesser amount than the monthly rent herein stipulated shall be deemed to be other than on account of the earliest stipulated rent, nor shall any endorsement or statement on any check or any letter accompanying the check or payment as rent be deemed an accord and satisfaction, and Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance of such rent or pursue any other remedy provided in the Lease or by law.

23.2 **No Partnership.** Landlord does not, in any way or for any purpose, become or deemed to be a partner of Tenant in the conduct of its business, or otherwise, or joint venturer or a member of a joint enterprise with Tenant.

23.3 **Force Majeure.** In the event that either party hereto shall be delayed or hindered in or prevented from the performance of any act required hereunder by reason of strikes, lock-outs, labor troubles, inability to procure materials, failure of power, hurricanes, storms, floods, weather, restrictive governmental laws or regulations, riots, insurrection, war or other reason of a like nature not the fault of the party delayed in performing work or doing acts required under the terms of this Lease, then performance of such act shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period of such delay. The provisions of this Section 23.3 shall not operate to excuse Tenant from the prompt payment of rent, additional rent or any other payments required by the terms of this Lease.

23.4 **Notices.** Except as otherwise required by statute, any notice, demand, request or other communication required or permitted to be given under this Lease shall be in writing, signed by the party giving it and conclusively deemed to have been properly given to and received and to be effective (a) if sent by United States certified mail, return receipt requested, postage prepaid or by recognized overnight delivery service or posted at the Premises, and will be deemed to have been given upon receipt of same by Landlord (or delivery refused); or, if required to be given by Landlord under this Lease or by law, such notice, demand, request or other instrument will be in writing and sent by United States certified mail, return receipt requested, postage prepaid, by recognized overnight delivery service, by personal delivery, posted at the Premises, or by other comparably reliable means, and will be deemed to have been given upon receipt of same by you (or delivery refused) (b) if sent by registered or certified mail, return receipt requested, postage prepaid, on the third business day after the day on which deposited in any post office station or letter box, addressed at the respective addresses hereafter set forth on the first page of the Lease. Any party hereto may, by giving five (5) days written notice to the other party hereto, may designate any other address in substitution of the foregoing address to which notice shall be given.

23.5 **Captions and Section Numbers.** The captions, section numbers, article numbers and index appearing in this Lease are inserted only as a matter of convenience and in no way define, limit, construe, or described the scope or intent of such sections or articles of this Lease nor in any way affect this Lease.

23.6 **Tenant Defined, Use of Pronoun.** The word "Tenant" shall be deemed and taken to mean each and every person or entity mentioned as a Tenant herein if there shall be more than one Tenant. Any notice required or permitted by the terms of this Lease may be given by or to any one thereof, and shall have the same force and effect as if given or to all thereof. The use of the neuter singular pronoun to refer to Landlord or Tenant shall be deemed a proper reference even though Landlord or Tenant may be an individual, a partnership, a corporation, or a group of two or more individuals or corporations. The necessary grammatical changes required to make the provisions of this Lease apply in the plural sense where there is more than one Landlord or Tenant and to either corporations, associations, partnerships, limited liability companies or individuals, males or females, shall in all instances be assumed as though in each case fully expressed.

23.7 **Broker's Commission.** Each of the parties represents and warrants that it has dealt with no broker or brokers in connection with the execution of this Lease, except those identified on the first page of the Lease. Commission shall be paid 50% upon execution and funding and 50% three months after completion of Tenant's Work and commencement of full monthly rent pursuant to a separate agreement. In the event Tenant defaults under the terms of this Lease, no further commission shall be due. Tenant represents that it has not utilized the services of any broker. Each of the parties agrees to indemnify the other against, and hold it harmless from, all liabilities arising from any claim for brokerage commissions or finder's fee resulting from the indemnitor's acts (including, without limitation, the cost of attorneys fees in connection therewith). Landlord shall pay all brokerage commissions due to Brokers in accordance with a separate agreement between Landlord and Broker.

23.8 **Partial Invalidity.** If any term, covenant or condition of this Lease or the application thereof to any person, entity or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such term, covenant or condition to persons, entities or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term, covenant or condition of this Lease shall be valid and be enforced to the fullest extent permitted by law.

23.9 **Effectiveness of Lease.** The submission of this Lease for examination does not constitute a reservation of or option for the Leased Premises and this Lease becomes effective as a lease only upon execution and delivery thereof by Landlord to Tenant, and the receipt of the full security deposit, and if paid by check, subject to clearance.

23.10 **Recording.** Tenant shall not record this Lease or any memorandum thereof without the express written consent and joinder of Landlord.

23.11 **Liability of Landlord.** Anything contained in this Lease, at law or in equity to the contrary notwithstanding, Tenant expressly acknowledges and agrees that there shall at no time be or be construed as being any personal liability by or on the part of Landlord under or in respect of this Lease or in any way related hereto or the Leased Premises; it being further acknowledged and agreed that Tenant is accepting this Lease and the estate created hereby upon and subject to the understanding that it shall not enforce or seek to enforce any claim or judgment or any other matter, for money or otherwise, personally or directly against any officer, director, stockholder, partner, member, principal (disclosed or undisclosed), representative or agent of Landlord, but will look

solely to the Landlord's interest in the Project for the satisfaction of any and all claims, remedies or judgments (or other judicial process) in favor of Tenant requiring the payment of money by Landlord in the event of any breach by Landlord of any of the terms, covenants or agreements to be performed by Landlord under this Lease or otherwise, subject, however, to the prior rights of any ground or underlying lessors or the holders of the mortgages covering the Project, and no other assets of Landlord or owners of Landlord shall be subject to levy, execution or other judicial process for the satisfaction of Tenant's claims; such exculpation of personal liability as herein set forth to be absolute, unconditional and without exception of any kind.

23.12 **Time of the Essence.** Time is of the essence of this Lease and each and all of its provisions in which performance is a factor.

23.13 **Estoppel Information.** Tenant agrees, upon request of Landlord, to execute and deliver to Landlord, without charge and within 10 days following request therefor, a written declaration in form satisfactory to Landlord: (i) ratifying this Lease; (ii) confirming the commencement and expiration dates of the term of this Lease; (iii) certifying that Tenant is in occupancy of the Leased Premises, the date Tenant commenced operating Tenant's business therein and that this Lease is in full force and effect and has not been assigned, modified, supplemented or amended, except by such writings as shall be stated; (iv) that all conditions under this Lease to be performed by Landlord have been satisfied, except such as shall be stated; (v) that there are no defenses or offsets against the enforcement of this Lease by Landlord, or stating those claimed by Tenant; (vi) reciting the amount of advance rental, if any, paid by Tenant and the date to which rental has been paid; (vii) reciting the amount of security deposited with Landlord, if any; and (viii) certifying the status of any other matter requested by Landlord or its lender. Tenant agrees to execute and deliver similar declarations at any time and from time to time and within 10 days following request therefor by Landlord or by any mortgage holder or ground or underlying lessor and or purchaser of the Project, and each of such parties shall be entitled to rely upon such written declaration made by Tenant. Tenant's failure or refusal to execute the declaration required hereunder within 10 days following the request therefor will constitute a default hereunder and Landlord shall have such rights and remedies against Tenant as is available to Landlord for Tenant's default. In the event Tenant fails to provide such certificate within ten (10) days after request therefor by Landlord, Tenant shall be deemed to have approved the contents of any such certificate submitted to Tenant by Landlord and Landlord is hereby authorized to so certify. If Tenant shall fail to timely execute and deliver any requested estoppel, Tenant shall pay an administrative services fee to Landlord of \$500. Tenant shall pay an additional fee of \$500 for each ten (10) day period thereafter that it fails to deliver the required estoppel. The payment of such fee shall not be deemed to cure any default declared in connection with such failure.

23.14 **Cumulative Remedies.** No remedy or election hereunder shall be deemed exclusive but shall, wherever possible, be cumulative with all other remedies at law or in equity.

23.15 **Choice of Law.** This Lease shall be governed by the laws of the State of Florida. The venue for any action filed in connection herewith by either party shall be the county in which the Leased Premises are located.

23.16 **Waiver of Trial by Jury.** THE PARTIES HERETO SHALL AND THEY HEREBY DO WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM BROUGHT BY EITHER OF THE PARTIES HERETO AGAINST THE OTHER ON ANY MATTERS WHATSOEVER ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS LEASE, THE RELATIONSHIP OF LANDLORD AND TENANT, TENANT'S USE OR OCCUPANCY OF THE LEASED PREMISES, AND/OR ANY CLAIM OF INJURY OR DAMAGE.

23.17 **Counterparts.** This Lease may be executed in one or more counterparts, and may be signed and/or delivered by facsimile or electronically by E-Mail, PDF, DocuSign or other electronic transmission and shall be deemed to have the same legal and binding effect as original signatures. All counterparts so executed will constitute one contract, binding on all parties, even though all parties are not signatory to the same counterpart, or the signatures are not original signatures to the same agreement.

23.18 **Acceptance of Funds by Landlord.** No receipt of money by the Landlord from the Tenant after the termination of this Lease or after the service of any notice or after the commencement of any suit, or after final judgment for possession of the Leased Premises shall reinstate, continue or extend the term of this Lease or affect any such notice, demand or suit.

23.19 **Radon Gas.** Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present a health risk to persons who are exposed to it over time. Levels of Radon that exceed Federal and State guidelines have been found in buildings in Florida. Additional information regarding Radon and Radon testing may be obtained from your county public health unit.

23.20 **Attachments.** Any Exhibits as well as any Amendments which are attached to this Lease are a part of this Lease and are incorporated herein as if fully set forth herein.

23.21 **Insertions.** No insertion, whether handwritten or otherwise, which attempts or purports to change or modify the standard type written provisions of this Lease and/or attachments or amendments thereto shall be effective or binding unless and until each party to this Lease initials the change(s) or modification(s) in the margin immediately adjacent thereto. A general initialing by the parties of a page, at the top or bottom thereof, shall not be deemed compliance with the above-referenced requirement and shall not bind either party to the terms or conditions of the insertion.

23.22 **Renewal Options.** Renewal option(s), if any, identified on the first page of this Lease must be exercised by Tenant by written notice to Landlord no less than 180 days prior to expiration of this Lease, time being of the essence. Rent for and during any option period shall be at the Fair Market Value as determined by Landlord in its sole and absolute discretion. Tenant cannot exercise any Renewal Option if it is in Default of any provision in this Lease.

23.23 **Guaranty.** The payment and performance of all of Tenant's obligations under the terms and provisions of this Lease shall be unconditionally guaranteed by those persons identified on the first page of this Lease pursuant to a guaranty of lease in favor of Landlord of even date herewith attached hereto as Exhibit "C".

23.24 **Entire Agreement.** There are no oral agreements between Landlord and Tenant affecting this Lease, and this Lease expressly supersedes and cancels any and all previous negotiations, arrangements, brochures, offers, agreements, letters of intent, term sheets, proposals and understandings, oral or written, if any, between Landlord and Tenant or displayed by Landlord to Tenant with respect to the subject matter of this Lease, the Premises or the Property. There are no commitments, representations, or assurances between Landlord and Tenant or between any real estate broker and Tenant other than those expressly set forth in this Lease and all reliance with respect to any commitments, representations, or assurances is solely upon commitments, representations, and assurances expressly set forth in this Lease. This Lease may not be amended or modified in any respect whatsoever except by an agreement in writing signed by Landlord and Tenant.

Exhibit A.



Exhibit B – Rules & Regulations

1. Tenant shall operate its business in the entire Premises throughout the Lease Term and shall do so in a high class and reputable manner, maintaining at all times a full staff of employees and a complete stock of merchandise. Tenant shall install and maintain at all times a display of merchandise in the display windows (if any) of the Premises and shall keep the same well lighted during all hours that the Project is open to the general public.
2. The sidewalks, and public portions of the building, such as entrances, passages, courts, elevators, vestibules, stairways, corridors or halls, and the street, alleys or ways surrounding or in the vicinity of the building shall not be obstructed, even temporarily, or encumbered by Lessee or used for any purpose other than ingress and egress to and from the Premises
3. The Premises shall not be used for lodging or sleeping or for any immoral or illegal purpose. The Premises shall not be used for a congregation or meeting place.
4. In no event shall Tenant conduct or advertise any auction, fire, going out of business, or bankruptcy sale in or about the Premises. Tenant shall not use the public or Common Areas of the Project for business purposes or special events unless prior written approval has been granted by Landlord. No soliciting or distribution of flyers or any promotional material in the Common Areas is permitted except pre-authorized sidewalk sales.
5. Tenant shall not place or permit any displays, decorations, shopping carts or wheeled vehicles on the sidewalk in front of the Premises or upon any of the Common Areas nor permit anything to be displayed or stacked on the sidewalks outside the Premises unless Tenant obtains Landlord's prior written approval.
6. Tenant shall conduct its business in the Premises in a lawful manner and in good faith during all days and hours set forth in the Lease and shall not do any act tending to injure the reputation of the Project.
7. No portion of the Premises shall be used for any of the following uses:
 - (a) Any use which is illegal or dangerous, which constitutes a public or private nuisance, or any use which creates vibrations or offensive odors, fumes, dust or vapors, other than normal cooking odors, which are noticeable outside of the subject premises and which is offensive due to intermittency, beat, frequency, shrillness or loudness;
 - (b) Any use involving exterior flashing lights, strobe lights, search lights, or video screens (provided interior video screens not visible for the exterior shall not be restricted);
 - (c) Any operation primarily used as a warehouse operation (which shall not include storage incidental to a retail operation constructed on the same premises), any drilling for and/or removal of subsurface substances, any manufacturing or industrial operation, any processing or rendering plants, or any lumber yard;
 - (d) Any use requiring the storage of explosives or other usually hazardous materials (other than materials sold or used in the normal course of business, provided that the same are handles in accordance with the governmental rules, regulations, and requirements applicable thereto);

- (e) Any funeral parlor or mortuary;
 - (f) Any establishment selling or exhibiting paraphernalia for use with illicit drugs, or any so-called "head shop;"
 - (g) Any gun shops;
 - (h) Any "second hand" store, resale shop, "surplus" store or "unclaimed" merchandise store;
 - (i) Any advertised fire or bankruptcy sale or auction house operation (but this provision shall not restrict the absolute freedom of any tenant to determine its own selling prices, nor shall it preclude the conduct of periodic seasonal, promotional or clearance sales);
 - (j) Any pet store or any store that involves in a material way (other than a restaurant) the presence on the premises of any animals, insects or fish (the presence of seeing eye dogs for visually impaired employees, licensees or customers shall not be deemed to violate this restriction), including, without limitation, veterinary clinics;
 - (k) Any car, truck, equipment or other consumer rental facility;
 - (l) Political, fund raising or advocacy groups;
 - (m) An automobile showroom of any kind;
 - (n) Any training or educational facility, including but not limited to beauty school, barber colleges, reading rooms, or any other operation catering primarily to students or trainees rather than to retail customers;
 - (o) Residential living quarters, apartments, or lodging rooms;
 - (p) Any dumping, disposal, incineration or reduction of garbage or refuse facility;
 - (q) Any flea market; and
 - (r) Any tattoo shop or massage parlor (but businesses providing massages in connection with spa treatments or physical therapy are not prohibited hereby);
 - (s) Tenant may not violate exclusive uses granted by Landlord to any other tenant.
8. Tenant, at its expense, shall make any and all repairs to the Premises arising from any break-in, forcible entry or other trespass into or upon the Premises.
 9. Any damage caused to the roof of the Premises by repair/service personnel contracted by Tenant will be the responsibility of Tenant. Tenant must caution all repair/service personnel to avoid stepping on blisters, leaving foreign objects on roof or doing anything adversely impacting upon the roof. Any roof penetrations and the use of any roofing contractor must be approved by Landlord.
 10. Tenant shall keep the Premises (including the exterior and interior portions of all windows, doors and all other glass and signs) orderly, neat, safe and clean and free from rubbish or dirt at all times and shall store all trash and garbage only in die areas designated by Landlord for such storage and accumulation. Tenant shall not move any safe, heavy machinery, heavy equipment, or fixtures into or out of the Premises without Landlord's prior written consent, nor shall it place a load on any floor exceeding the floor load per square foot which such floor was designed to carry.
 11. Each Tenant shall maintain the Premises heating, ventilating and air conditioning systems. A monthly service contract must be in place that consists of a minimum of: (a) monthly changing filters, and (b) routine preventive maintenance and service of the systems on a quarterly basis. A copy of the Service Contract must be sent to Landlord within thirty (30) days from the date of opening for business.
 12. Tenant, at its expense, shall install and maintain fire extinguishers and other fire protection devices (except the sprinkler system) as may be required from time to time by any agency having jurisdiction or the underwriters insuring the building in which the Premises is located.
 13. Tenant shall obtain pest extermination services at least annually.

14. Plumbing facilities shall not be used for any other purpose than that for which they are constructed, and no inappropriate substances of any kind shall be discarded therein.
15. Tenant shall not affix or install any type of sunscreen, tinting film, solar screen or similar product to any window or door glass of the Premises.
16. Neither Tenant nor any of Tenant's servants, employees, agents, visitors, or licensees, shall at any time bring or keep upon the Premises an inflammable, combustible or explosive fluid, or chemical substance except for cleaning supplies typically used in similar retail premises. Any discharge, spill or contamination of the Premises or Project by Tenant, its agents or independent contractors of any Hazardous Substance, as defined in any local, state or federal law, statute, rule or regulation shall immediately be reported to Landlord.
17. No bicycles, vehicles, or animals of any kind shall be brought into or kept in or about the Premises. Notwithstanding the above, Tenant shall be allowed to have vehicles in the Premises.
18. Tenant shall dispose, at Tenant's sole cost and expense, of oils and liquid grease sensibly in proper leak free containers as such containers shall be reasonably specified by Landlord, and to place the same outside of the Premises prepared for collection in the manner and at the times and places specified by Landlord

If Tenant has use of a grease trap, Tenant shall, at its expense, contract with a qualified third party contractor for regular maintenance of the grease trap and appurtenant lines serving the Premises, including monthly cleaning of same. Landlord shall have the right at any time in its sole discretion, to contract with a qualified third party contractor for the periodic maintenance and cleaning of said grease trap and the cost of said contractor shall be reimbursed by Tenant to Landlord each month as Additional Rent. Tenant shall make repairs and replacements to the grease trap serving the Premises as necessary to keep same in good and normal working condition. Upon the surrender of the Premises at the expiration or sooner termination of this Lease, Tenant shall surrender the grease trap to Landlord empty and in good and normal working condition.

These Rules and Regulations may be amended by Landlord in its reasonable discretion or as required by any appropriate authority having jurisdiction over the Project, including but not limited to the Association. Landlord shall not be responsible to any Tenant for the non-observance or violation of any of these Rules and Regulations by any other tenant. Landlord will make reasonable efforts to make all tenants within the Project abide by these Rules and Regulations.


Exhibit C.

Guaranty

The undersigned Guarantors guarantee that all sums stated in the Lease to be payable by Tenant shall be promptly paid in full when due in accordance with the Lease and that Tenant shall perform and observe all of its obligations under the Lease and for any damages to the premises. If any such sum or obligation is not timely paid, performed or observed, then Guarantor shall, pay or perform the same regardless of (a) any defense or right of offset or counterclaim which Tenant or Guarantor may have or assert against Landlord, (b) whether Landlord shall have taken any steps to enforce any rights against Tenant or any other person, (c) termination of the Lease as a result of Tenant's default, or (d) any other condition or contingency. This Guaranty is of performance and payment, and not merely collection. This Guaranty is a continuing guaranty and the obligations of Guarantor hereunder are absolute, irrevocable and unconditional. Except to the extent the obligations of Tenant under the Lease are performed in full, there is no circumstance under which Guarantor shall be discharged from any of its obligations under, or have any defense to the enforcement of, this Guaranty. Because Guarantor owns an interest in and is an officer or director of Tenant, Guarantor shall not be entitled to notice of a default by Tenant, other than whatever notice is required to be given by Landlord to Tenant pursuant to the Lease. Guarantors' liability under this Guaranty is direct and primary, and not secondary, and shall be joint and several with that of all other Guarantors and of Tenant. Guarantors waive any right they may have to require Landlord to institute or prosecute an action against Tenant or any other person before proceeding against Guarantors. No waiver, release or modification of the obligations of any such person or entity, or of the Tenant, shall affect the obligations of any other such person or entity. Landlord has full and total authority and discretion to agree with Tenant to modify or amend the Lease without Guarantors' consent and without affecting Guarantors' liability hereunder. In the event of any litigation arising out of or related to this Guaranty, (i) all such litigation shall be brought only in the courts of the State of Florida sitting in Broward County, Florida, (ii) the prevailing party shall be entitled to recovery attorneys' fees and costs incurred pre-litigation and in all courts, and (iii) all parties waive any right they may have to a trial by jury. If any Guarantor is an entity, the signor below affirms that the entity is authorized to enter into this Guaranty and the signor is an authorized signatory for that entity. Each guarantor authorizes Landlord to conduct a credit check and obtain credit reports from reporting agencies at any time. Landlord reserves the right to report to credit reporting agencies any and all payment activity, including the failure to pay by Tenant and/or any Guarantor.

By, Vanessa Roldán

Vanessa Roldan Date: 08/15/2025

By, 

Khushal Dua (+ Spouses if Applicable)

Date: 08/15/2025



AGENT AUTHORIZATION FORM

I Cordova Road LLC ("Owner") as the current title owner of the real
[Print First and Last Name of the title Owner OR Name of Corporation]
property located at 1910 E. Sunrise Blvd., Fort Lauderdale FL 33304 ("Property"), do hereby authorize
[Print Property Address]

Amanda Phillips ("Authorized Agent") to act as my agent regarding the submittal
[Print First and Last Name of Agent]

of a variance/special exception application to the City of Fort Lauderdale and appear at any and all scheduled hearings before the Board of Adjustment for the City of Fort Lauderdale, on the date, time and location specified on the Hearing Notice.

I authorize my agent to communicate with the City of Fort Lauderdale regarding my pending variance/special exception application and, by signing this authorization form, I hereby authorize the City of Fort Lauderdale to accept and rely on any and all communications from my Authorized Agent, whether written or oral, regarding all issues related to my pending variance/special exception application. I understand and agree that, as the Property Owner, I remain responsible for all terms and conditions outlined in the variance/special exception application, all required hearing appearances related to my variance/special exception application, and any request by the City of Fort Lauderdale and/or the Board of Adjustment to submit additional document(s) and or record(s) in support of my pending variance/special exception application.

Notwithstanding the City's receipt of my completed and executed Agent Authorization Form. I understand and agree, the City will mail or deliver all notices relating to my pending variance/special exception application to my property address, as listed on my variance/special exception application. I further understand and agree, the City of Fort Lauderdale and the Board of Adjustment assume no liability for my failure or my Authorized Agent's failure to comply with any terms or conditions outlined in my variance/special exception application, and/or my failure or my Authorized Agent's failure to appear on my behalf at any duly noticed hearings before the Board of Adjustment.

I further agree to INDEMNIFY AND HOLD HARMLESS and hereby RELEASE, WAIVE, DISCHARGE, HOLD HARMLESS AND FOREVER COVENANT NOT TO SUE the City of Fort Lauderdale, its elected officials, employees, servants, representatives, associates, officers, agents, guests, invitees, volunteers, partners, successors and assigns from any and all liability, claims, demands, action, judgments, costs, expenses, court costs, attorney fees and causes of action whatsoever arising out of or related to any loss or damage to property, and/or injury to any person, including death, WHETHER CAUSED BY, ALLEGEDLY CAUSED BY, OR CONTRIBUTED IN WHOLE OR IN PART by the action, failure to act, negligence, breach of contract or other misconduct by my me, my Authorized Agent, my employees, servants, representatives, associates, officers, agents, volunteers, partners, successors and assigns,



BOARD OF ADJUSTMENT -AGENT AUTHORIZATION FORM

Rev: 0 | Revision Date: 01/30/2024 | Print Date: 0/00/0000
I.D. Number: BOAAAF

relating in any way to the City of Fort Lauderdale's reliance of the authority granted to my Authorized Agent pursuant to this Form.

BY SIGNING THIS RELEASE AND HOLD HARMLESS AGREEMENT, I ATTEST, AFFIRM, AND REPRESENT THAT I AM THE TITLE OWNER/AUTHORIZED PERSON FOR THE PROPERTY AND THAT ALL OF THE FOLLOWING STATEMENTS ARE TRUE AND CORRECT: I am at least eighteen (18) years of age and of sound and competent state of mind at the time executed this Agent Authorization Form; I executed this Agent Authorization Form as an expression of my own free act and deed; There are no oral representations or statements, apart from this Agent Authorization Form and intend to be bound by its terms; and I was not induced by the City, its employees and/or agents, or anyone, to execute this

Agent Authorization Form. ***Please provide proof of ownership. If the property is owned by an Corporation, please submit Sunbiz Verification with this form.**

WITNESS

Terryla Ferreira
Witness Signature

Terryla Ferreira
Print Name

DEC 4th, 2025
Date

[Signature]
Signature - Owner/Authorized Individual

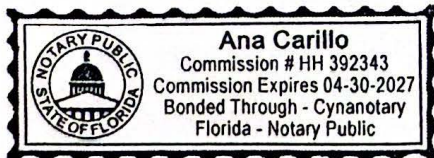
Jaime Sturgis
Print Name - Owner/ Authorized Individual

Manager
Print Title - Authorized Individual

STATE OF Florida
COUNTY OF Broward

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 4 day of December, 2025, by Jaime Sturgis, an individual who is personally known to me or has produced _____ as identification

[NOTARY SEAL]

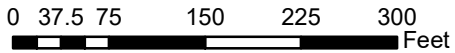
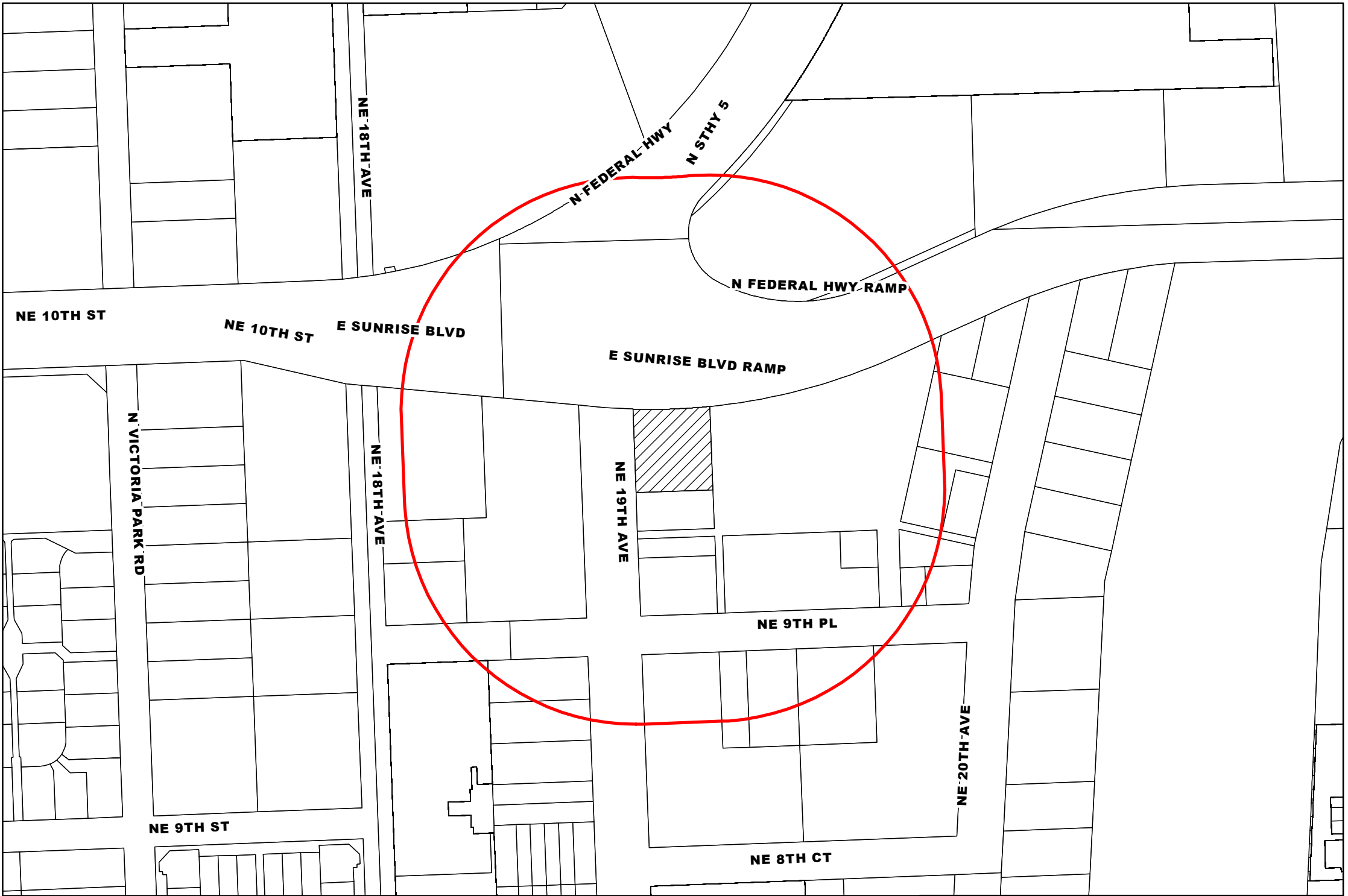


Ana Carillo
(Signature of Notary Public- State of Florida)

04-30-2027

My Commission Expires:
Ana Carillo

Print, Type, or Stamp Commissioned Name of Notary Public)



MARTY KIAR
BROWARD COUNTY PROPERTY APPRAISER



1910 E SUNRISE BLVD
DATE OF PRINT: 12/02/2025

FOLIO_NUMB	NAME_LINE_	ADDRESS_LI	CITY	ST/ZIP
494236000360	FLORIDA DEPT OF TRANSPORTATION	3400 W COMMERCIAL BLVD	FORT LAUDERDALE	FL 33309
494236090180	YELLOW CAPITAL LLC	18205 BISCAYNE BLVD STE 2202	AVENTURA	FL 33160
494236230010	PNC BANK NA	PO BOX 9222	COPPELL	TX 75019
504201000060	FLORIDA DEPT OF TRANSPORTATION	3400 W COMMERCIAL BLVD	FORT LAUDERDALE	FL 33309
504201170140	KEN-BAR APARTMENTS LLC	3300 N FEDERAL HWY #200	FORT LAUDERDALE	FL 33306
504201170150	1900 NE 9 PLACE LLC	19400 TURNBERRY WAY #611	MIAMI	FL 33180
504201170160	1900 NE 9 PLACE LLC	19400 TURNBERRY WAY #611	MIAMI	FL 33180
504201170170	1900 NE 9 PLACE LLC	19400 TURNBERRY WAY #611	MIAMI	FL 33180
504201170180	THE VICTORIA PARK HOTEL LLC	501 N BIRCH RD #3	FORT LAUDERDALE	FL 33304
504201170190	PUBLIC LAND	101 NE 3 AVE STE 2100	FORT LAUDERDALE	FL 33301
504201180010	1800 SUNRISE HOLDINGS LLC	1800 E SUNRISE BLVD	FORT LAUDERDALE	FL 33304
504201180020	FRANZBLAU TRUST HOLDINGS-GATEWAY	PO BOX 460507	FORT LAUDERDALE	FL 33346
504201180030	FRANZBLAU TRUST HOLDINGS-GATEWAY	PO BOX 460507	FORT LAUDERDALE	FL 33346
504201180040	FRANZBLAU TRUST HOLDINGS-GATEWAY	PO BOX 460507	FORT LAUDERDALE	FL 33346
504201180170	FRANZBLAU TRUST HOLDINGS-GATEWAY	PO BOX 460507	FORT LAUDERDALE	FL 33346
504201180180	FRANZBLAU TRUST HOLDINGS-GATEWAY	PO BOX 460507	FORT LAUDERDALE	FL 33346
504201190010	GATEWAY SHOPPING CENTER I CORP	1926 E SUNRISE BLVD	FORT LAUDERDALE	FL 33304
504201190020	CORDOVA ROAD LLC	1926 E SUNRISE BLVD	FORT LAUDERDALE	FL 33304
504201190030	FRANZBLAU TRUST HOLDINGS-GATEWAY	PO BOX 460507	FORT LAUDERDALE	FL 33346
504201190040	CORDOVA ROAD LLC	1926 E SUNRISE BLVD	FORT LAUDERDALE	FL 33304
504201190050	1924 SUNRISE LLC	1926 E SUNRISE BLVD	FORT LAUDERDALE	FL 33304
504201190060	CORDOVA ROAD LLC	1926 E SUNRISE BLVD	FORT LAUDERDALE	FL 33304
504201190061	CORDOVA ROAD LLC	1926 E SUNRISE BLVD	FORT LAUDERDALE	FL 33304
504201190070	TURTLE PLACE LLC	400 HOLIDAY DR #210 OFFICE 8132	HALLANDALE BEACH	FL 33009
504201190080	CORDOVA ROAD LLC	1926 E SUNRISE BLVD	FORT LAUDERDALE	FL 33304
504201190090	CORDOVA ROAD LLC	1926 E SUNRISE BLVD	FORT LAUDERDALE	FL 33304
504201190100	GATEWAY ALPHA LLC	2923 COVE TRAIL	WINTER PARK	FL 32789
504201190120	CORDOVA ROAD LLC	1926 E SUNRISE BLVD	FORT LAUDERDALE	FL 33304
504201190140	CPJ CORP	1 MENDOTA LN	SEA RANCH LAKES	FL 33308
504201AG0010	SQUIRE,TIMOTHY H/E	900 NE 18 AVE #101	FORT LAUDERDALE	FL 33304
504201AG0020	SIMOND,DANYEL G	8420 SUNSET DR	MANASSAS	VA 20110
504201AG0030	CARNEY,MICHAEL P	37 WHITE OAK RD	SPRINGFIELD	MA 01128

504201AG0040 AOULI,NADER	26915 ROCHELLE ST	DEARBORN HEIGHTS	MI 48127
504201AG0050 BISIGNANI,LEMMINO	900 NE 18 AVE #201	FORT LAUDERDALE	FL 33304
504201AG0060 BEI,GIACINTO	900 NE 18 AVE #608	FORT LAUDERDALE	FL 33304
504201AG0070 BOVA,JOSEPH JR	1819 NW 124 AVE	CORAL SPRINGS	FL 33071
504201AG0080 ZDRAVKOVIC,NENAD & VIOLETA	2000 N BAYSHORE DR APT 608	MIAMI	FL 33137
504201AG0090 SINDICICH,EDWARD J	900 NE 18 AVE #205	FORT LAUDERDALE	FL 33304
504201AG0100 GONCEAR,CRISTINA	3095 N COURSE DR #902	POMPANO BEACH	FL 33069
504201AG0110 BAHAR,YALE BENJAMIN	101 NATHAN DR	MORGANVILLE	NJ 07751
504201AG0120 LUTZ,ROBERT	6025 VICTORY LN	CONCORD	NC 28027
504201AG0130 GOPUL, LLC	6101 WEBB RD SUITE 203	TAMPA	FL 33615
504201AG0140 RUDDY,SAUL	900 NE 18 AVE #301	FORT LAUDERDALE	FL 33304
504201AG0150 ROTHBERG,RICHARD J	900 NE 18 AVE #302	FORT LAUDERDALE	FL 33304
504201AG0160 SAVELYEVA,ELENA	718 NE 5 AVE	FORT LAUDERDALE	FL 33304
504201AG0170 SAPOLIS,TATYANA V	3550 NE 169 ST APT 207	N MIAMI BEACH	FL 33160
504201AG0180 STONE,GERALD L	900 NE 18 AVE #305	FORT LAUDERDALE	FL 33304
504201AG0190 HALL,MICHAEL J	4318 E SMOKEHOUSE TRL	CAVE CREEK	AZ 85331
504201AG0200 NORDIO,JUSTIN	900 NE 18 AVE #307	FORT LAUDERDALE	FL 33304
504201AG0210 WALSH,RAYMOND	900 NE 18 AVE #308	FORT LAUDERDALE	FL 33304
504201AG0220 BARTUSIAK,W RAYMOND	900 NE 18 AVE #309	FORT LAUDERDALE	FL 33304
504201AG0230 GOETZ,JASON GEORGE	900 NE 18 AVE #401	FORT LAUDERDALE	FL 33304
504201AG0240 PAMPFILE,STACY	13290 NOEL RD APT 532	DALLAS	TX 75240
504201AG0250 ZDRAVKOVIC,NENAD & VIOLETA	900 NE 18 AVE #403	FORT LAUDERDALE	FL 33304
504201AG0260 FRAGOZO DEL CASTILLO,ROSARIO	401 NE 14 AVE #204	HALLANDALE BEACH	FL 33009
504201AG0270 WORTHINGTON,TYLER	900 NE 18 AVE #405	FORT LAUDERDALE	FL 33304
504201AG0280 YANNI,SHEREEN	900 NE 18 AVE #406	FORT LAUDERDALE	FL 33304
504201AG0290 GENNUSA,GUISEPPE & CRISTINA	330 MUNSELL RD	EAST PATCHOGUE	NY 11772
504201AG0300 GREGORY,JOHN F III	900 NE 18 AVE #408	FORT LAUDERDALE	FL 33304
504201AG0310 GREGORY,JOHN F III	900 NE 18 AVE #408	FORT LAUDERDALE	FL 33304
504201AG0320 FICHTER,MICHAEL	900 NE 18 AVE #501	FORT LAUDERDALE	FL 33304
504201AG0330 AGOSTINELLI,SILVESTRO	8580 PROVENCHER BLVD	*SAINT-LEONARD QC	CA H1R 2
504201AG0340 DOWNING,DIANE	4380 BANYAN TRAILS DR	COCONUT CREEK	FL 33073
504201AG0350 SIMOND,LIND J	8420 SUNSET DR	MANASSAS	VA 20110
504201AG0360 MCFADDEN FAM TR	3624 SW 21 CT	FORT LAUDERDALE	FL 33312

504201AG0370 PICCOLINO, SERGIO	4437 DRAPER AVE	*MONTREAL QC	CA H4A 2
504201AG0380 NAZARKO, ROLAND & ERIOLA	45780 DELTA DRIVE	MACOMB	MI 48044
504201AG0390 DOODY, GENE JOSEPH	900 NE 18 AVE #508	FORT LAUDERDALE	FL 33304
504201AG0400 KING, GLENN E	1528 N VICTORIA PARK RD	FORT LAUDERDALE	FL 33304
504201AG0410 ULISSES M CORREIA TR	36 VISTAPOINTE DR	*OTTAWA ON	CA K2G 6
504201AG0420 DONATO TR	305 E 40 ST #16G	NEW YORK	NY 10016
504201AG0430 BUFO, PASQUALE	133 NICHOLSON POINTE	*CLAIRE QC	CA H9R 5
504201AG0440 FLANAGAN, DAVID G	900 NE 18 AVE #604	FORT LAUDERDALE	FL 33304
504201AG0450 HAYWOOD, JOSEPH	900 NE 18 AVE #605	FORT LAUDERDALE	FL 33304
504201AG0460 TIEMERSMA, KAREN L NOWADNICK	180 ISLE OF VENICE DR #231	FORT LAUDERDALE	FL 33301
504201AG0470 PASINKOFF, MICHAEL	1742 NE 12 ST	FORT LAUDERDALE	FL 33304
504201AG0480 BEI, GIACINTO	900 NE 18 AVE #608	FORT LAUDERDALE	FL 33304
504201AG0490 2006 VENTURE CORP	10640 GRIFFIN RD #105	COOPER CITY	FL 33328
504201AG0500 CHAPLES, ANA SOPHIA	900 NE 18 AVE UNIT 701	FORT LAUDERDALE	FL 33304
504201AG0510 UECKER, RICHARD K	900 NE 18 AVE #702	FORT LAUDERDALE	FL 33304
504201AG0520 DEL VALLE, ANTHONY GERARD	PO BOX 450	VINEYARD HAVEN	MA 02568
504201AG0530 MURRAY, MICHAEL E	6072 WHISPER LODGE WAY	ROSEVILLE	CA 95747
504201AG0540 GURNETT, MITCHELL B & DENISE R	3303 PROMONTORY PEAK DR	COLORADO SPRINGS	CO 80920
504201AG0550 BEI, GIACINTO	3716 NOMANDIN	*LAVAL QC	CA H7T 2
504201AG0560 PARKER, MEGAN R	900 NE 18 AVE #707	FORT LAUDERDALE	FL 33304
504201AG0570 TAYLOR, MICHAEL W	900 NE 18 AVE 708	FORT LAUDERDALE	FL 33304
504201AG0580 SCHAEFFER, MARC	3341 NW 47 TER #112	LAUDERDALE LAKES	FL 33319
504201AG0590 CORDNER, DAVID	1423 31 AVE # 2A	ASTORIA	NY 11106
504201AG0600 ORABY, TAMER B	900 NE 18 AVE #802	FORT LAUDERDALE	FL 33304
504201AG0610 CHEN, LU	79 MAPLE VIEW CRES	*NEPEAN ON	CA K2G 5
504201AG0620 RODRIGUEZ, JUSTIN	900 NE 18 AVE #804	FORT LAUDERDALE	FL 33304
504201AG0630 WILLIAMS, STEVEN H/E	900 NE 18 AVENUE #805	FORT LAUDERDALE	FL 33304
504201AG0640 J MARTYN BAILEY LIV TR	PO BOX 1411	SALINAS	CA 93902
504201AG0650 GALANI, PRAVIN RAM	900 NE 18 AVE #807	FORT LAUDERDALE	FL 33304
504201AG0660 CERASANI, MARCELLO H/E	900 NE 18 AVE #808	FORT LAUDERDALE	FL 33304
504201AG0670 PESICEK, KRISTEN JOY	900 NE 18 AVE #809	FORT LAUDERDALE	FL 33304
504201AG0680 MONSALVE-KIRK, ASHLEY J H/E	900 NE 18 AVE #901	FORT LAUDERDALE	FL 33304
504201AG0690 ZAVALA, MARIO ANTHONY	900 NE 18 AVE #902	FORT LAUDERDALE	FL 33304

504201AG0700 COFFMAN,LARRY	5266 CHATSWORTH CT	ORLANDO	FL 32812
504201AG0710 ROMANI,KAREN A	900 NE 18 AVE APT 904	FORT LAUDERDALE	FL 33304
504201AG0720 MOSES,KENNETH A &	20 VILLAGE GATE CT	WILLIAMVILLE	NY 14221
504201AG0730 CALDERON,ERNESTO CANO	317 NW 28 CT	WILTON MANORS	FL 33311
504201AG0740 BEI,STEFANIA	133 AV NICHOLSON	*POINTE-CLAIRE QC	CA H9R 5
504201AG0750 STALLINGS,MARLEY AARON	900 NE 18 AVE #908	FORT LAUDERDALE	FL 33304
504201AG0760 SONTAG,SVETLANA	900 NE 18 AVE #909	FORT LAUDERDALE	FL 33304
504201AG0770 HART,TIMOTHY P &	1415 WINDWARD RD	MILFORD	CT 06461
504201AG0780 CONARD,CLAYTON T	900 NE 18 AVE #1002	FORT LAUDERDALE	FL 33304
504201AG0790 SCHAEFFER,MARC	3341 NW 47 TERR #112	LAUDERDALE LAKES	FL 33319
504201AG0800 AGOSTINELLI,GIOVANNINA	12140 RUE CAMILE	*MONTREAL QC	CA H4K 2
504201AG0810 MCGEEHAN,JAMES M	900 NE 18 AVE APT 1005	FORT LAUDERDALE	FL 33304
504201AG0820 SCHILDT,WALTER A	900 NE 18 AVE #1006	FORT LAUDERDALE	FL 33304
504201AG0830 SLATTERY,KATHERINE	1510 145 PL	WHITESTONE	NY 11357
504201AG0840 NARKIS,ASSI	1007 N FEDERAL HWY	FORT LAUDERDALE	FL 33304
504201AG0850 KOORNSTRA,SUSAN F & HENDRIK R	900 NE 18 AVE #1009	FORT LAUDERDALE	FL 33304
504201AG0860 KLEIN,JOANNE & GROSS,SUSAN &	40 GRACE PARK DR	COMMACK	NY 11725
504201AG0870 GAZDA,MIROSLAV	900 NE 18 AVE #1102	FORT LAUDERDALE	FL 33304
504201AG0880 ALLEGRA GROUP LLC	16192 COASTAL HWY	LEWES	DE 19958
504201AG0890 TRICOCHÉ,CESAR	900 NE 18 AVE #1104	FORT LAUDERDALE	FL 33304
504201AG0900 BUCCIONE,PASQUALE & LIDIA	5640 WOLSELEY	*MONTREAL QC	CA H4W 2
504201AG0910 SOLNEY,MICHAEL DAVID	900 NE 18 AVE #1106	FORT LAUDERDALE	FL 33304
504201AG0920 ZWILLING,ZOE BRITT H/E	900 NE 18 AVE #1107	FORT LAUDERDALE	FL 33304
504201AG0930 SOSIN,CONNIE BOVAIR	19739 INGRAM ST	LIVONIA	MI 48152
504201AG0940 BUFO,MARIA	5767 WOLSELEY	*COTE ST LUC QC	CA H4W 2
504201AG0950 MASCIA,MARIA F	5254 RUE WEST BROADWAY	*MONTREAL QC	CA H4V 2
504201AG0960 ESCOBAR,CLAUDIA MARCELA	900 NE 18 AVE #1202	FORT LAUDERDALE	FL 33304
504201AG0970 AYRE,MELISSA	10631 CYPRESS BEND DR	BOCA RATON	FL 33498
504201AG0980 CURRAN,KARL	808 N FRANKLIN ST UNIT 2111	TAMPA	FL 33602
504201AG0990 FITZGEORGE,BARBARA J	63 WOODBRIDGE DR	DOYLESTOWN	PA 18901
504201AG1000 AGOSTINELLI,GIOVANNINA	12140 RUE CAMILLE	*MONTREAL QC	CA H4K 2
504201AG1010 CHEN,LU	79 MAPLE VIEW CRES	*NEPEAN ON	CA K2G 5
504201AG1020 CURASI,GARY & DINA	73 HILLSIDE LANE	SYOSSET	NY 11791

504201AG1030 CURASI,GARY & DINA	63 PICKWICK DR	COMMACK	NY 11725
504201AG1040 TIEMERSMA,SYDNEY LEE	900 NE 18 AVE #1401	FORT LAUDERDALE	FL 33304
504201AG1050 ARVANITIS,GEORGIOS	900 NE 18 AVE #1402	FORT LAUDERDALE	FL 33304
504201AG1060 HASTINGS,WALTER L JR	900 NE 18 AVE #1403	FORT LAUDERDALE	FL 33304
504201AG1070 BUFO,PASQUALE	900 NE 18 AVE #1404	FORT LAUDERDALE	FL 33304
504201AG1080 ROSEMAN,MARK A	900 NE 18 AVE #1405	FORT LAUDERDALE	FL 33304
504201AG1090 CHRISTY,SUSAN LYNN	PO BOX 1605	BOCA RATON	FL 33429
504201AG1100 CHRISTY,SUSAN LYNN	PO BOX 1605	BOCA RATON	FL 33429
504201AG1110 SUNNYSEEKER 2020 LLC	200 S BISCAYNE BLVD #4100	MIAMI	FL 33131
504201AG1120 FERNANDEZ,MARCEL & NICOLE L	900 NE 18 AVE #1409	FORT LAUDERDALE	FL 33304



Amanda Phillips <consulting@othkitchens.com>

Fwd: City of Fort Lauderdale LauderBuild an Inspection for Has Been Completed

1 message

khushal Dua <duakhushal.co@gmail.com>
To: Consulting@othkitchens.com

Thu, Nov 20, 2025 at 4:57 PM

Sent from my iPhone

Begin forwarded message:

From: "Vanessa L." <vanessaroldan502@gmail.com>
Date: November 7, 2025 at 2:18:36 PM EST
To: khushal Dua <duakhushal.co@gmail.com>
Subject: Fwd: City of Fort Lauderdale LauderBuild an Inspection for Has Been Completed

----- Forwarded message -----

From: **LauderBuild Support** <LauderBuild@fortlauderdale.gov>
Date: Fri, Nov 7, 2025 at 2:17 PM
Subject: City of Fort Lauderdale LauderBuild an Inspection for Has Been Completed
To: <vanessa.roidan502@gmail.com>



LauderBuild Inspection Completed

This message is to notify you that an inspection has been completed.

Record Number: BT-LIQ-25110002

Address: 1910 E SUNRISE BLVD, FORT LAUDERDALE, FL 333043042

Parcel: 504201190020

Inspection Type: Liquor Measurement Request

Inspection Date: 11/07/2025

Inspection Result: Disapproved

Comment: CONDUCTED MEASUREMENT AT 9:30AM ON 11/7/2025 - DISAPPROVED - MEASURED 103' TO KIM'S ALLEY BAR AT [1920 E SUNRISE BLVD](#) WHICH HOLDS A 4COP AND MEASURED 260' TO MINIBAR LIQUORS & WINE AT 1930 E SUNRISE #3B WHICH HOLDS A 3PS. MUST BE 300' FROM A 4COP OR 3PS. IF YOU WISH TO APPLY FOR A SPECIAL EXCEPTION WITH THE BOARD OF ADJUSTMENT, PLEASE CONTACT ZONING AT 954-828-6520 OPTION 2

You may log in to your [LauderBuild](#) account and select **My Records** to review the processing status at any time.

Thank you,

Development Services Department (DSD)

[700 NW 19th Avenue](#)

[Fort Lauderdale, FL 33311](#)

Open 8 am to 4 pm

954-828-6520

*****Remember, the City of Fort Lauderdale does not send unsolicited correspondence asking for money or sensitive personal information, the Development Services Department does not take any form of payment over the phone and we'll never threaten you. Also, no government agency will ever demand that you pay by gift card, wiring money, or digital currency. The City of Fort Lauderdale would never contact you asking for personal details, such as bank account information, credit and debit card numbers, social security numbers, or passwords. Please be cautious about opening unsolicited emails. Verify the sender's email address and avoid clicking on suspicious links or opening attachments. Report any suspicious emails that appear to be sent on behalf of the City to staff immediately.*****

CITY OF FORT LAUDERDALE

BOARD OF ADJUSTMENT (BOA)

SPECIAL EXCEPTION NARRATIVE**

Miami Dining Group LLC d/b/a Barolo Italian Restaurant

1910 E Sunrise Blvd, Fort Lauderdale, FL 33304

Request for Special Exception – Alcoholic Beverage License Within 300 Feet of 3COP/4COP Establishments (Sec Code: 5-26)

I. Introduction

Miami Dining Group LLC d/b/a Barolo Italian Restaurant (“Applicant”) respectfully requests approval of a Special Exception pursuant to ULDR §47-24.12 and ULDR Sec Code: 5-26 (Alcoholic Beverages) to allow the issuance of an alcoholic beverage license for a bona fide full-service Italian restaurant located at 1910 E Sunrise Blvd.

City staff’s Liquor Measurement Inspection dated November 7, 2025, documented that the property lies within the required 300-foot separation of two existing alcohol license holders:

- Kim’s Alley Bar – 4COP license at 1920 E Sunrise Blvd, measured at 103 feet
- Minibar Liquors & Wine – 3PS license at 1930 E Sunrise Blvd #3B, measured at 260 feet

Because the ULDR prohibits issuing an alcoholic beverage license within 300 feet of a 3COP or 4COP establishment, this application seeks BOA authorization to allow the otherwise permitted accessory alcohol use.

II. Description of Proposed Use

Barolo is a family-friendly, full-service restaurant offering dine-in dinner service with a focus on traditional homemade pasta and authentic Italian entrées.

Key operational characteristics include:

- Dining concludes no later than 11 P.M.
- Restaurant hours:
 - 4:00 P.M. – 10:00 P.M. (weekdays)
 - 4:00 P.M.- 11 P.M. (weekends)
- No amplified outdoor sound
- Alcohol served as an accessory to food service

- Anticipate a minimum 65% food revenue commitment
- Responsible Vendor Training for all servers

The restaurant is designed as a low-intensity, food-driven establishment, distinctly different from the nearby 3COP/4COP nightlife-oriented and liquor store venues.

III. Compliance With Special Exception Criteria (ULDR §47-24.12)

A. Consistency With the Character of the Surrounding Area

The subject property is located along a major commercial corridor on East Sunrise Boulevard, surrounded by restaurants, retail establishments, service businesses, and existing alcohol-licensed establishments.

An Italian restaurant with an alcoholic beverage license is entirely consistent with the established commercial pattern of the Sunrise Boulevard corridor.

The proposed use is less intensive than the adjacent 3COP and 4COP establishments and provides a complementary dining option that enhances the corridor's commercial vitality.

B. No Detrimental Impact on Adjacent Properties

Although the property is within 300 feet of a 3COP and a 4COP establishment, the proposed restaurant's operations will not create noise, traffic, or nuisance impacts, due to:

- Limited operational hours
- No amplified outdoor music at late hours
- Outdoor dining ends no later than 11 P.M
- Food-dominant revenue model

These self-imposed limits far exceed what is typically required for an establishment with an alcoholic beverage license, and they ensure compatibility with surrounding properties.

C. Protection of Public Health, Safety, and Welfare

The Applicant will implement industry-standard safety measures including:

- Responsible Vendor Program certification
- Adequate on-site lighting and camera surveillance

- Compliance with Chapter 17 (Noise) and all Building, Fire, and DBPR regulations

A food-based, sit-down dining establishment is one of the lowest-intensity and safest alcohol uses, and poses significantly less risk than bar, liquor store, or lounge operations.

D. Consistency With the Intent of the B-1 Zoning District

The B-1 Boulevard Business District is intended to support neighborhood-serving commercial uses, including restaurants.

Accessory alcoholic beverage service is a common and appropriate component of modern dining establishments and fully aligns with the intent of this zoning category.

E. Hardship Resulting From Strict Application of the 300-Foot Separation Rule

Strict enforcement of the 300-foot separation rule results in an unnecessary practical hardship, because:

1. The entire Sunrise Blvd block contains multiple alcohol license holders, making compliance nearly impossible for any new restaurant.
2. The Applicant is not introducing liquor store, lounges, or nightlife uses—only low-intensity alcohol as an accessory use.
3. Without alcoholic beverages, the Applicant would be placed at a huge competitive disadvantage relative to every other restaurant along the corridor and other quality Italian restaurants. Wine pairings are expected with great Italian food.
4. The restaurant seeks to operate earlier and more moderately than existing 3COP and 4COP establishments.
5. The intent of the rule—to prevent clustering of high-intensity nightlife uses—is not implicated by a food-first Italian restaurant.

The requested relief is therefore reasonable, justified, and consistent with the ULDR.

F. Voluntary Conditions Offered to Ensure Compatibility

To further guarantee compatibility, the Applicant voluntarily proposes the following conditions:

- Most alcohol served in conjunction with food
- No amplified outdoor entertainment at late hours
- Anticipated Minimum 65% food sales annually
- Compliance with all DBPR and City Code requirements

These restrictions materially reduce potential impacts and reinforce the Applicant's commitment to responsible, low-intensity operations.

IV. Conclusion

The proposed use is consistent with the commercial character of Sunrise Boulevard, presents no adverse impacts to adjacent properties, supports the intent of the B-1 zoning district, and meets all Special Exception criteria under ULDR §47-24.12.

The applicant is requesting an accessory use, significantly less intensive than neighboring alcohol establishments.

For these reasons, Barolo respectfully requests approval of this Special Exception to allow an alcoholic beverage license, within 300 feet of existing 3COP/4COP establishments, at 1910 E Sunrise Blvd.

Submitted By:

A handwritten signature in purple ink, appearing to read 'Amanda Phillips', with a long horizontal stroke extending to the right.

Amanda Phillips

Representative

Miami Dining Group LLC d/b/a Barolo Italian Restaurant

Date: December 5, 2025

* ALL PHOTOS TAKEN 12.4.25
*Front Views at all angles



THE FOOD REPUBLIC

HIGH QUALITY
NATURAL DIETS
RAW & COOKED
MEGA
CHEW BARS



210



BAROLO
ELEVING YOURS

BAROLO
ELEVING YOURS



THE FOOD REPUBLIC




PARKING BY DISABLED
PERMIT ONLY
TOW-AWAY ZONE
& FINE UP TO \$250**



BAROLO
CUCINA AUTORE
COMING SOON





BAR

pet mind

THE FOOD REPUBLIC

SOUL SOCIETY

SPA



BAROLO
COMING SOON





BAR

TRECHON

SOUL SOCIETY

petNmind

THE FOOD REPUBLIC



SPA

BAROLO
- COFFEE SHOP -



THE FOOD REPUBLIC



FOOD REPUBLIC











BAROLO
COMING SOON

BAROLO
COMING SOON



BAROLO
FOOD & DRINK





BAR

THE FOOD REPUBLIC

THE FOOD SOCIETY

Handicap Accessible

SP-7



BAR

THE FOOD REPUBLIC

STU

SPD





THE FOOD REPUBLIC

HIGH QUALITY
NATURAL DIETS
RAW & COOKED
MEGA
CHEW BARS

1910

Handicap Accessible

Handicap Accessible

LONG
WAY





THE FOOD REPUBLIC

pet mind

SOUL SOCIETY
BOUTIQUE

L Louie & Louie

SPA

1910

1912

1914

1916

1918

FLORIDA
PYP 491
G. QUINTELL, TREASURER



B
A
R



petN
SOUL SOCIETY BOUTIQUE

SPA



1912

1916

1918

1914







NE 20 AVE
NEXT SIGNAL

Gateway

ASTROLOGY

HEART ROCK

TABLET





SOUL SOCIETY

pet mini

THE FOOD EXPERIMENT

1916



COUNTY-WIDE LAND SURVEYORS INC.
LAND SURVEYORS - PLANNERS

(305) 772-0766

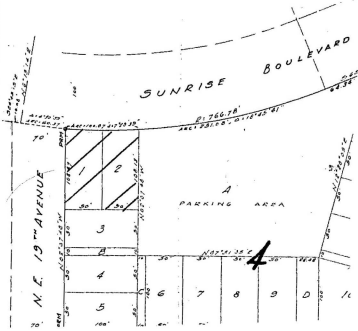
15358 S.W. 140 St. Miami, FL 33196

LEGAL DESCRIPTION

Lots 1 and 2 of A REPLAT OF BLOCK 4 OF GATEWAY, according to the plat thereof, as recorded in Plat Book 25 at Page 40 of the Public Records of Broward County, Florida.

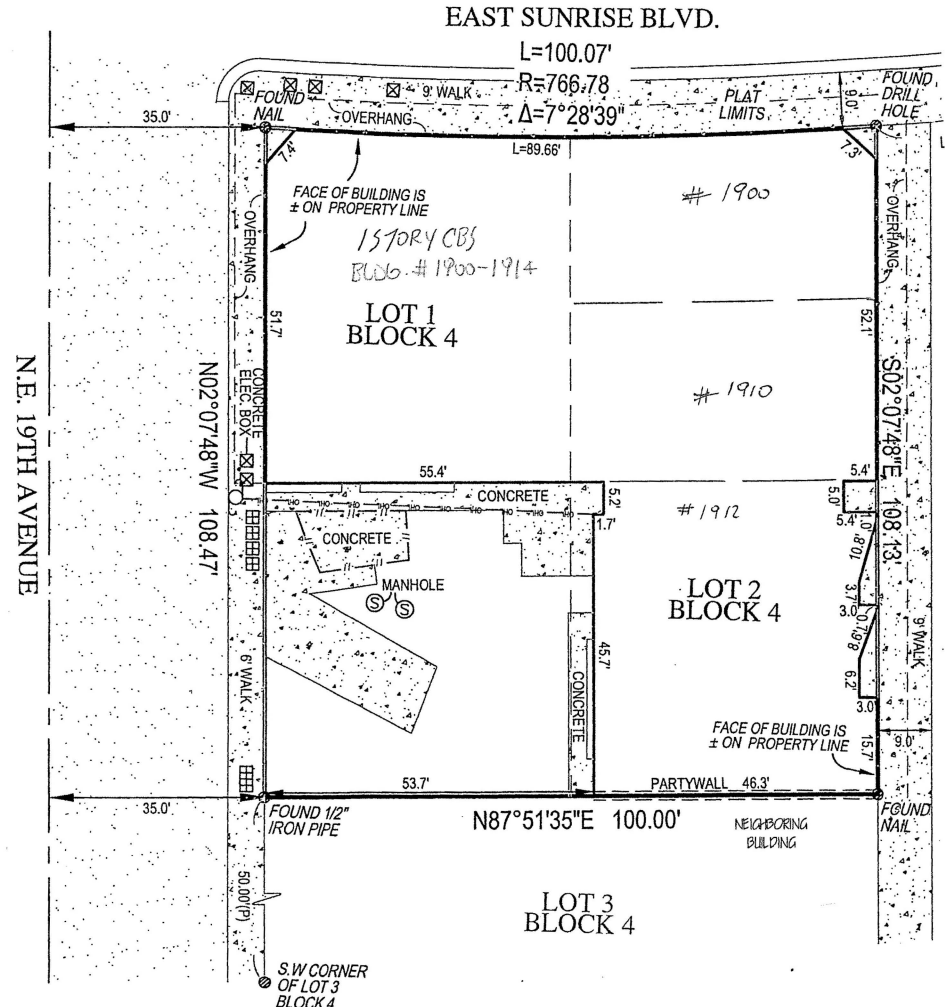
SURVEYORS NOTES:

- 1). Legal description provided by client.
- 2). Easements per record plat.
- 3). Right of way information obtained from record plat.
- 4). Bearings are referenced to record plat.



LOCATION SKETCH: NOT TO SCALE

SITE PLAN



BOUNDARY SURVEY

SURVEY FOR: Cordova Road LLC 1900-1914 E. Sunrise Blvd. Ft. Lauderdale, FL. 33304

SURVEYORS CERTIFICATE-NOTE: "NOT VALID UNLESS SEALED WITH AN EMBOSSED SURVEYORS SEAL." I HEREBY CERTIFY THAT THE SURVEY REPRESENTED HEREON COMPLIES WITH THE MINIMUM TECHNICAL STANDARDS ADOPTED BY THE FLORIDA BOARD OF SURVEYORS AND MAPPERS IN CHAPTER 55-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

LB # 4680

THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY JOSEPH L. MARTIN, PLS #3558 ON THE DATE ADJACENT TO THE SEAL.
PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED AND THE SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES.



Digitally signed by Joseph L. Martin
DN: E=jmartin@cwsl.com, o=Joseph L. Martin, C=COUNTY-WIDE LAND SURVEYORS, INC., SERIALNUMBER=AATL20240620354683,
L=Martin, SURVEYS CHUS
Date: 2025.12.03 08:32:13-05'00'

REVISIONS		BY	DATE

DRAWN BY	SCALE	DATE	FB./PG.	JOB #
JCM	1"=20'	12-2-2025		25-2540

COUNTY-WIDE LAND SURVEYORS INC.
LAND SURVEYORS - PLANNERS

(305) 772-0766

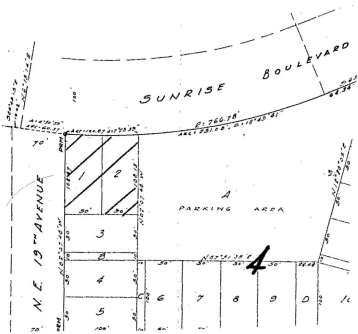
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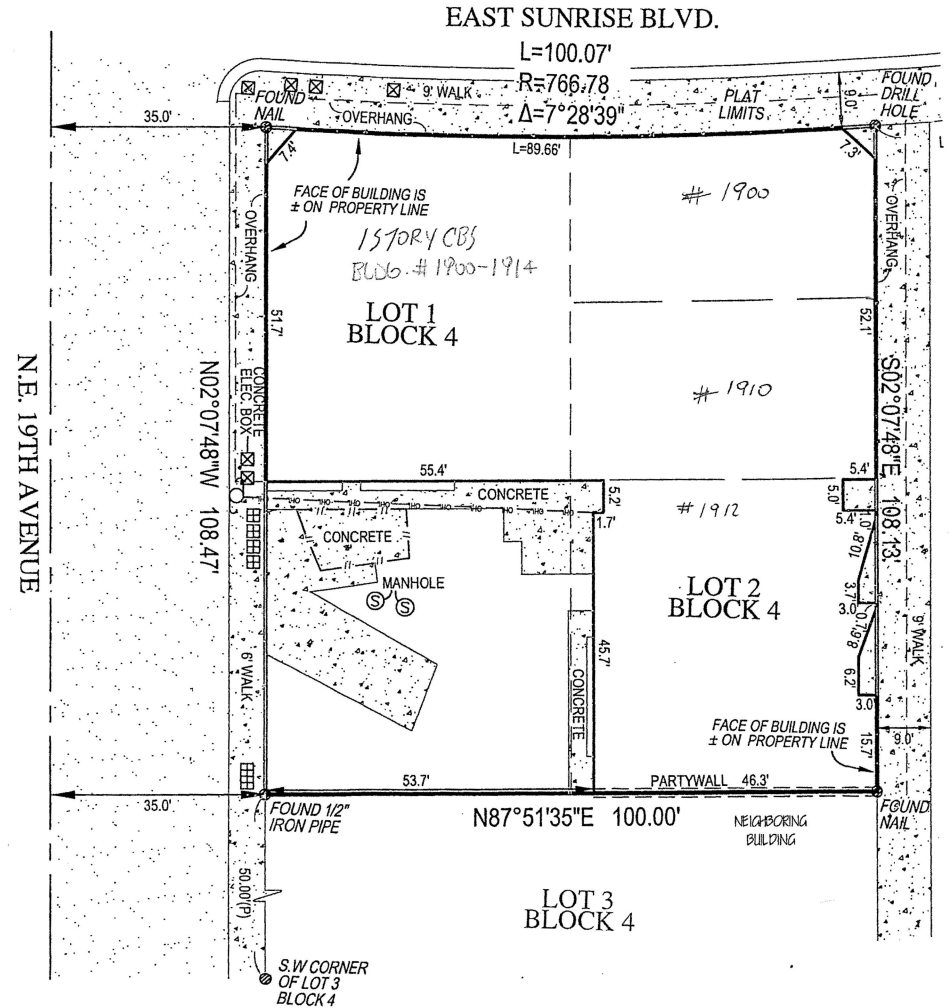
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Digitally signed by Joseph L. Martin
DN: E=jm@jlm.com, O=COUNTY-WIDE LAND SURVEYORS, INC., SERIALNUMBER=PL12040620354680, L=Miami, St=Florida, C=US
Date: 2025.12.03 08:32:13-0500

REVISIONS		BY	DATE

DRAWN BY	SCALE	DATE	FB./PG.	JOB #
JCM	1"=20'	12-2-2025		25-2540

- 99+
- Compose**
- Mail**
- 👉 **Inbox** 6,919
- Chat **Starred**
- Snoozed**
- Meet **Sent**
- Drafts** 112
- More**

Labels

- [Gmail]All Mail
- bark** 1



Kenny Gibbs
to me, Heather

Tue, Dec 2, 12:09

Amanda,

A variance/radius list is \$25.

To order, you can purchase the \$25 'Special Request' file here:

<https://web.bcpa.net/InfoBroward/InfoBroward.asp>

Homeowner association lists are available from the city. And, depending on the scale of the map, not all maps can be labeled with their folio number.

Turnaround time is 2 business days.

regards,



Kenneth Gibbs, CFE, GISP, CMS

GIS Analyst/InfoBroward

Office of Marty Kiar, Broward County Property Appraiser

115 S. Andrews Ave, Room 111 Ft. Lauderdale, FL 33301

P 954-357-5503 | E kgibbs@bcpa.net | www.bcpa.net

Follow our office at <http://www.facebook.com/MartyKiarBCPA> and <http://www.twitter.com/MartyKiarBCPA>