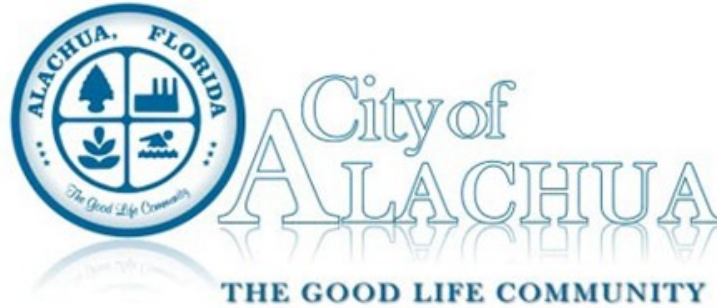




Mayor Gib Coerper
Vice Mayor Edward Potts
Commissioner Shirley Green Brown
Commissioner Dayna Miller
Commissioner Jennifer Ringersen

City Manager Mike DaRoza
City Attorney Marian Rush

The Board of Adjustment will conduct a
Regular Board of Adjustment Meeting
At 5:00 PM

to address the item(s) below.

Meeting Date: August 12, 2024

Meeting Location: James A. Lewis City Commission Chambers
15100 NW 142 Terrace
Alachua, FL 32615

Board of Adjustment Meeting

Notice given pursuant to Section 286.0105, Florida Statutes. In order to appeal any decision made at this meeting, you will need a verbatim record of the proceedings. It will be your responsibility to ensure such a record is made.

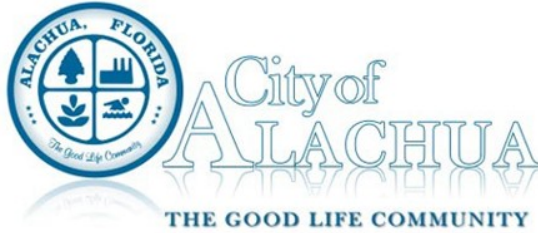
CALL TO ORDER

I. PUBLIC HEARING

- A) APPEAL OF INTERPRETATION BY LAND DEVELOPMENT REGULATIONS (LDR) ADMINISTRATOR - 101 NW US HWY 73, LLC: A REQUEST BY SCOTT O'HARA, APPELLANT, REGARDING AN INTERPRETATION BY THE LDR ADMINISTRATOR RELATED TO AN UNLISTED USE ()**

II. AGENDA ITEMS

ADJOURN



Commission Agenda Item

MEETING DATE: August 12, 2024

SUBJECT: Appeal of Interpretation by Land Development Regulations (LDR)
Administrator - 101 NW US Hwy 73, LLC: A request by Scott O'Hara, Appellant, regarding an Interpretation by the LDR Administrator related to an Unlisted Use

PREPARED BY: Justin Tabor, AICP, Principal Planner

RECOMMENDED ACTION:

Affirm the interpretation of the LDR Administrator related to an unlisted use at 15634 NW US Highway 441, Unit 2B for a 'smoke shop' based on the record and the requirements of the standards of the City of Alachua Land Development Regulations upon making the following motion:

I move to affirm the interpretation of the LDR Administrator related to an unlisted use at 15634 NW US Highway 441, Unit 2B for a 'smoke shop' based on the record and the requirements of the standards of the City of Alachua Land Development Regulations.

Summary

This petition is a request by Scott O'Hara of 101 NW US Hwy 73, LLC, appellant, to consider an appeal of an interpretation by the LDR Administrator related to an unlisted use at 15634 NW US Highway 441, Unit 2B for a 'smoke shop'.

Section 4.1 of the City of Alachua Land Development Regulations sets forth the uses allowed within each zoning district. Uses may be permitted, permitted by Special Exception Permit, or not permitted within a zoning district. Table 4.1-1, Table of Allowed Uses, identifies each use permitted, permitted by Special Exception Permit, or not permitted within each zoning district.

In instances where a particular use may not be specifically listed in Table 4.1-1, a procedure is set forth in Section 4.2.1(D)(1) to consider an unlisted use. This section states LDR Administrator may permit the use upon a finding that the standards set forth in Section 4.2.1(D)(2), Standards for approving unlisted uses, are met. In considering whether or not to permit a use, Section 4.2.1(D)(1) states that the LDR Administrator shall give due consideration to the purpose and intent of these LDRs concerning the zone district involved, the character of the use specifically identified, and the character of the use in question.

On March 26, 2024 the appellant submitted an application for a Local Business Tax Receipt

(LBTR). In accordance with Section 2.4.15, the applicant concurrently submitted an application for a Certificate of LDR Compliance. A Certificate of LDR Compliance is required pursuant to Section 2.4.15(A) in order to ensure that a proposed use complies with the standards of the LDRs and to otherwise protect the public health, safety, and welfare of the citizens of the City. Section 2.4.15(B) requires a Certificate of LDR Compliance to be granted prior to any change of use.

The description of proposed business activity, as stated by the appellant in its LBTR Application, is 'retail tobacco and smoke shop.' During the review of the LBTR and Certificate of LDR Compliance applications, it was determined that the proposed use is not specifically listed in Table 4.1-1, Table of Allowed Uses. The appellant was provided notification of this determination by City Staff on April 1, 2024. The appellant was also provided with information regarding the procedures to submit an application for an Interpretation by the LDR Administrator.

On April 2, 2024 an application for an Interpretation by the LDR Administrator was submitted to City Staff. The application was reviewed in accordance with the procedures as set forth in Section 2.4.19(C) of the LDRs and an interpretation was rendered by the LDR Administrator in a letter dated April 18, 2024. The letter was sent via email to the applicant on April 22, 2024. The interpretation concluded that the proposed use would be incompatible with the other uses allowed within the CBD zoning district and would have an impact that is more intense in nature, function, and duration to the other use types the CBD zoning district.

The appellant filed a notice of appeal via email on May 22, 2024 at 4:05 PM. It has been confirmed by Staff that the appeal was timely filed.

FINANCIAL IMPACT

ADDITIONAL FINANCIAL INFORMATION

ATTACHMENTS

1. Staff Report
2. LDR Administrator Interpretation Notice of Appeal
3. LDR Administrator Interpretation Letter
4. LDR Administrator Interpretation Application
5. Local Business Tax Receipt Application



City of Alachua

Planning & Community Development Department

Staff Report

Board of Adjustment Hearing Date: Standard Public Hearing

August 12, 2024

SUBJECT:	A request to consider an appeal of an interpretation by the LDR Administrator related to an unlisted use
APPELLANT:	Scott O'Hara, 101 NW Hwy 73 FL, LLC
PROPERTY OWNER:	Young Estates, LLC
LOCATION:	Southwest corner of the intersection of NW US Highway 441 and NW 147 th Drive
ADDRESS:	15634 NW US Highway 441, Unit 2B
PARCEL ID NUMBER:	03869-011-000
FLUM DESIGNATION:	Commercial
ZONING:	Central Business District (CBD)
OVERLAY:	N/A
PROJECT PLANNER:	Justin Tabor, AICP
RECOMMENDATION:	Affirm the interpretation of the LDR Administrator related to an unlisted use at 15634 NW US Highway 441, Unit 2B for a 'smoke shop' based on the record and the requirements of the standards of the City of Alachua Land Development Regulations
RECOMMENDED MOTION:	<i>Move to affirm the interpretation of the LDR Administrator related to an unlisted use at 15634 NW US Highway 441, Unit 2B for a 'smoke shop' based on the record and the requirements of the standards of the City of Alachua Land Development Regulations</i>

NATURE OF REQUEST

This petition is a request by Scott O'Hara of 101 NW US Hwy 73, LLC, appellant, to consider an appeal of an interpretation by the LDR Administrator related to an unlisted use at 15634 NW US Highway 441, Unit 2B for a 'smoke shop'.

FINDINGS OF FACT

Section 4.1 of the City of Alachua Land Development Regulations sets forth the uses allowed within each zoning district. Uses may be permitted, permitted by Special Exception Permit, or not permitted within a zoning district. Table 4.1-1, Table of Allowed Uses, identifies each use permitted, permitted by Special Exception Permit, or not permitted within each zoning district.

In instances where a particular use may not be specifically listed in Table 4.1-1, a procedure is set forth in Section 4.2.1(D)(1) to consider an unlisted use. This section states LDR Administrator may permit the use upon a finding that the standards set forth in Section 4.2.1(D)(2), Standards for approving unlisted uses, are met. In considering whether or not to permit a use, Section 4.2.1(D)(1) states that the LDR Administrator shall give due consideration to the purpose and intent of these LDRs concerning the zone district involved, the character of the use specifically identified, and the character of the use in question.

On March 26, 2024 the appellant submitted an application for a Local Business Tax Receipt (LBTR). In accordance with Section 2.4.15, the applicant concurrently submitted an application for a Certificate of LDR Compliance. A Certificate of LDR Compliance is required pursuant to Section 2.4.15(A) in order to ensure that a proposed use complies with the standards of the LDRs and to otherwise protect the public health, safety, and welfare of the citizens of the City. Section 2.4.15(B) requires a Certificate of LDR Compliance to be granted prior to any change of use.

The description of proposed business activity, as stated by the appellant in its LBTR Application, is 'retail tobacco and smoke shop.' During the review of the LBTR and Certificate of LDR Compliance applications, it was determined that the proposed use is not specifically listed in Table 4.1-1, Table of Allowed Uses. The appellant was provided notification of this determination by City Staff on April 1, 2024. The appellant was also provided with information regarding the procedures to submit an application for an Interpretation by the LDR Administrator.

On April 2, 2024 an application for an Interpretation by the LDR Administrator was submitted to City Staff. The application was reviewed in accordance with the procedures as set forth in Section 2.4.19(C) of the LDRs and an interpretation was rendered by the LDR Administrator in a letter dated April 18, 2024. The letter was sent via email to the applicant on April 22, 2024. The interpretation concluded that the proposed use would be incompatible with the other uses allowed within the CBD zoning district and would have an impact that is more intense in nature, function, and duration to the other use types the CBD zoning district.

The appellant filed a notice of appeal via email on May 22, 2024 at 4:05 PM. It has been confirmed by Staff that the appeal was timely filed.

CONCLUSIONS OF LAW

The basis of the finding that the use is more intense in nature, function, and duration is supported by considering the potential traffic generation of the proposed use. The specific purposes of the CBD zoning district are established in Section 3.5.2(D) of the LDRs and states the following:

The CBD district is established and intended to encourage the development of the City's historic downtown as the focal point in Alachua for an intense mix of office, retail, service, restaurant, entertainment, cultural, government, civic, and residential uses. More specifically, the district is intended to:

- (1) *Protect and enhance architectural character.* Protect and enhance the unique aesthetic and architectural character of Alachua's downtown;
- (2) *Support economic vitality.* Support the economic vitality of the downtown;
- (3) *Allow for diverse mix of uses.* Allow for a diverse mix of business, office, institutional, recreational, and residential uses;
- (4) *Encourage pedestrian friendliness.* Encourage pedestrian-friendly development; and
- (5) *Discourage highway-oriented uses.* Discourage highway-oriented uses.

As specifically stated in Section 3.5.2(D)(5), the CBD zoning district is intended to discourage highway-oriented uses. According to the Institute of Transportation Engineers (ITE), **the average daily trip rate to a convenience store is 762.28 trips per 1,000 square feet of area.** Another comparable use in terms of trip generation is a marijuana dispensary. According to ITE **the average daily trip rate to a marijuana dispensary is 211.12 trips per 1,000 square feet of area.**

Comparatively, according to ITE **the average daily trip rate to a strip retail plaza is 54.45 trips per 1,000 square feet of area.** The proposed use would be located in a unit approximately 1,200 square feet in area, therefore **the daily trip generation rate for the proposed use is expected to be in a range between 250 and 900 trips per day.** The average daily trip generation rates for several uses commonly found within the CBD zoning district are summarized in Table 1 below.

Table 1. Trip Generation of Common Uses Within the CBD Zoning District			
Description	ITE Code	Trip Generation per 1,000 sq. ft.	Trips Generated at 1,200 sq. ft.
Small Office Building	712	14.39	17
Coffee/Donut Shop without Drive-Through Window	936	93.08	112
Fast Casual Restaurant	930	97.14	117
High-Turnover (Sit-Down) Restaurant	932	107.20	129

Table 2 below summarizes the trip generation of uses comparable to the proposed use.

Table 2. Uses with Comparable Trip Generation to the Proposed Use			
Description	ITE Code	Trip Generation per 1,000 sq. ft.	Trips Generated at 1,200 sq. ft.
Marijuana Dispensary	882	211.12	253
Convenience Store	851	762.28	915

As shown in Table 1 and Table 2, uses which are more comparable to the trip generation that would likely be created by proposed result in a higher number of daily trips than uses commonly within the CBD zoning district. This indicates the proposed use is more highway-oriented than uses commonly within the CBD zoning district and is in conflict with Section 3.5.2(D)(5).

COMPLIANCE/NONCOMPLIANCE WITH THE COMPREHENSIVE PLAN

Future Land Use Element

Policy 1.3.b: *Commercial*: The Commercial land use category is established to provide for general commercial uses, as well as more intense commercial and highway commercial uses. This is the land use category in which large-scale, regional commercial uses may locate. The following uses are allowed within the Commercial land use category:

1. Retail sales and services;
2. Personal services;

3. Financial institutions;
4. Outdoor recreation and entertainment;
5. Tourist-related uses;
6. Hotels and motels;
7. Commercial shopping centers;
8. Auto-oriented uses;
9. Traditional Neighborhood Planned Developments;
10. Employment Center Planned Developments;
11. Commercial recreation centers;
12. Office/business parks;
13. Limited industrial services; and,
14. Eating establishments.

Evaluation & Findings: The subject property has a Commercial Future Land Use Map (FLUM) Designation and the zoning of the subject property is CBD. While this FLUM Designation and zoning district are compatible with one another, the CBD zoning district restricts certain intensive uses than those permitted in the Commercial FLUM Designation, such as auto-oriented uses.

REVIEW STANDARDS

2.4.19 *Interpretation by LDR Administrator.*

- (A) *Authority.* Interpretations of all provisions of these LDRs shall be made by the LDR Administrator, including: interpretations of the text of these LDRs; interpretations of the zone district boundaries; and interpretations of whether an unspecified use falls within a use classification, use category or use type allowed in a zone district.
- (B) *Initiation.* A written interpretation may be requested by the City Commission, the PZB, the BOA, any resident or landowner, or any person having a contractual interest in land in the City.
- (C) *Procedure.*
 - (1) *Submission of request for interpretation.* Before a written interpretation shall be provided by the LDR Administrator, a request for interpretation shall be submitted to the LDR Administrator in writing on a form established by the Administrator and made available to the public, along with a nonrefundable fee.
 - (2) *Determination of completeness.* Within five business days after a request for interpretation has been submitted, the LDR Administrator shall determine whether it is complete.
 - (a) If the LDR Administrator determines the request is not complete, a notice shall be provided to the applicant specifying the deficiencies. The LDR Administrator shall take no further action on the request for interpretation until the deficiencies are remedied.

- (b) When the request for interpretation is determined complete, the LDR Administrator shall review the request and render an interpretation in accordance with the procedures and standards of this section.
- (3) *Rendering of interpretation.* After the request for interpretation has been determined sufficient, the LDR Administrator shall review and evaluate the request in light of the Comprehensive Plan, these LDRs, the Official Zoning Atlas, and other relevant codes and statutes, consult with the City Attorney and other affected City staff, and then render an interpretation.
- (4) *Form.* The interpretation shall be in writing, approved as to form by the City Attorney, and sent to the applicant by mail after the interpretation is made by the LDR Administrator.
- (D) *Official record.* The LDR Administrator shall maintain a record of written interpretations that shall be available for public inspection, upon reasonable request, during normal business hours.

2.4.20 *Appeal of interpretation or decision by LDR Administrator.*

- (A) *Right of appeal.* Any person aggrieved or affected by a decision or interpretation of the LDR Administrator (except those related to construction plans (Subsection 2.4.10(G)(4) of this section) may appeal such decision or interpretation to the BOA.
- (B) *Appeal procedure.*
 - (1) *Initiation.*
 - (a) An appeal taken in accordance with this section may be initiated by filing a written notice of appeal within 30 days of the date of the written interpretation or decision with the LDR Administrator.
 - (b) The notice of appeal shall be filed, in writing, in the office of the LDR Administrator during normal business days between the hours of 8:00 a.m. and 4:30 p.m. If the notice of appeal is filed after 4:30 p.m., it shall be considered filed on the subsequent day.
 - (2) *Contents of appeal.* The written notice of appeal shall specify the grounds for the appeal, a statement of the improper decision or interpretation, the date of that decision or interpretation, and all support materials related to the decision.
 - (3) *Record.* After filing of the notice of appeal, the LDR Administrator shall ensure public notification is accomplished, schedule the appeal for consideration by the BOA, and transmit all the papers, documents, and other materials relating to the decision or interpretation appealed to the BOA. These materials shall constitute the record of the appeal.
 - (4) *Scheduling of notice and hearing.* The BOA shall hear the appeal within a reasonable time after its filing, after public notification.

- (5) *Hearing and decision by BOA.* At the hearing, the person making the appeal may appear in person or by agent or attorney, and shall state the grounds for the appeal and identify any materials or evidence from the record to support the appeal. The LDR Administrator shall be given an opportunity to respond, as well as any other City staff or other person the BOA deems necessary. After the conclusion of the hearing, the BOA shall affirm, partly affirm, modify, or reverse the decision or interpretation, based on the record, and the requirements and standards of these LDRs.
- (C) *Effect of appeal.* A pending appeal stays all proceedings in furtherance of the action appealed from, unless the LDR Administrator certifies to the BOA, after the notice of appeal is filed, that by reason of facts stated in the certificate, a stay would cause imminent peril to life or property. In such case, proceedings shall not be stayed.

3.5.1 *General purposes.* The business zone districts are established for the general purpose of ensuring there are lands in the City that provide a wide range of office, retail, service, light industrial and related uses to meet household and business needs, and more specifically:

- (A) *Provide appropriately located lands for business uses consistent with Comprehensive Plan.* Provide appropriately located lands in areas served by water and sewer for the full range of business uses needed by Alachua's residents, businesses, and workers, consistent with the goals, objectives, and policies of the Comprehensive Plan;
- (B) *Strengthen economic base.* Strengthen the City's economic base, and provide employment opportunities close to home for residents of the City and surrounding communities;
- (C) *Provide suitable environment for business uses.* Create suitable environments for various types of business uses, and protect them from the adverse effects of incompatible uses; and
- (D) *Minimize impact of business development on residential districts and uses.* Minimize the impact of business development on residential districts and uses.

3.5.2 *Business district specific purposes.*

- (D) *CBD, Central Business District.* The CBD district is established and intended to encourage the development of the City's historic downtown as the focal point in Alachua for an intense mix of office, retail, service, restaurant, entertainment, cultural, government, civic, and residential uses. More specifically, the district is intended to:

- (1) *Protect and enhance architectural character.* Protect and enhance the unique aesthetic and architectural character of Alachua's downtown;
- (2) *Support economic vitality.* Support the economic vitality of the downtown;
- (3) *Allow for diverse mix of uses.* Allow for a diverse mix of business, office, institutional, recreational, and residential uses;
- (4) *Encourage pedestrian friendliness.* Encourage pedestrian-friendly development; and
- (5) *Discourage highway-oriented uses.* Discourage highway-oriented uses.

Sec. 4.1. Table of uses.

Table 4.1-1, Table of Allowed Uses, sets forth the uses allowed within the general use zone districts.

4.1.1 *Explanation of table.*

- (A) *Organization of use table.* Table 4.1-1, Table of Allowed Uses, organizes the uses by use classifications, use categories and use types.
 - (1) *Use classifications.* The use classifications are: residential uses; public and institutional uses; agricultural uses; and future land uses into broad general classifications (e.g., residential and business uses). The use classifications then organize land uses and activities into general use categories and specific use types based on common functional, product, or physical characteristics, such as the type and amount of activity, the type of customers or residents, how goods or services are sold or delivered, and site conditions.
 - (2) *Use categories.* The use categories describe the major subgroups of the use classification, based on common characteristics (e.g., the residential use classification is divided into two major use categories: household living and group living). Principal uses are identified in defining the use category. They are principal uses that most closely share the common characteristics that are key to the use category.
 - (3) *Use types.* The use categories are divided into specific use types. The specific use types are included in the respective use category. They identify the specific uses that are considered to fall within characteristics identified in the use category. For example, single-family detached dwellings, single-family attached dwellings, two- to four-family dwellings, townhouses, multiple-family dwellings, manufactured dwellings, and mobile home dwellings are use types in the household living use category.

- (4) *Use classifications, use categories and use types defined.* The term "use classifications" is defined and the common characteristics of each use category are identified in Section 4.2, Use classifications, use categories and use types. The term "use types" is defined in Article 10, Definitions.
- (B) *Permitted uses.* The letter "P" in a cell indicates that a use category or use type is allowed by right in the respective zone district, subject to compliance with the use-specific standards set forth in the final column of the use table. Permitted uses are subject to all other applicable regulations of these LDRs, including those set forth in Article 5, Density, Intensity and Dimensional Standards; Article 6, Development Standards; and Article 7, Subdivision Standards.
- (C) *Special exception uses.* The letter "S" in a cell indicates that a use category or use type is allowed as a special exception in the respective zone district, subject to compliance with the use-specific standards set forth in the final column of the table and approval of a special exception permit in accordance with the procedures and standards of Section 2.4.4, Special exception permit.
- (D) *Allowed uses in planned developments.* The letter "A" in a cell indicates that a use category or use type is an allowed use in the respective planned development district, subject to compliance with the standards for planned development district approval.
- (E) *Prohibited uses.* A blank cell indicates that the use type is prohibited in the zone district.
- (F) *Use specific standards.* Regardless of whether a use category or use type is permitted by right or permitted as a special exception use, there may be additional regulations that are applicable to a specific use. The existence of these use-specific standards is noted through a section reference in the last column of the use table entitled Use Specific Standards. References refer to Section 4.3, Use specific standards. These standards apply to all zone districts unless otherwise specified.
- (G) *Uses not listed.* The LDR Administrator shall determine whether or not an unlisted use is part of an existing use category defined in Section 4.2, Use classifications, use categories and use types, or is substantially similar to an already defined use type, using the standards in Section 4.2, Use classifications, use categories and use types.

4.1.1 Table of allowed uses.

Table 4.1-1. Table of Allowed Uses																									
P = Permitted use										S = Special exception permit				A = Allowed in the PD districts						Blank cell = Prohibited					
Use Category/Use Type	CSV	A	Residential								Business								Planned Development				Use Specific Standards (Sec. 4.3)		
			Single-Family (RSF)				Mobile Home (RMH)		Multiple Family (RMF)		OR	CN	CC	CBD	CI	CP	ILW	IG	GF	COMM	R	TND		EC	
			1	3	4	6	5	P	8	15															
RESIDENTIAL USES																									
	Household living																								
	Dwelling, live/work		P							P	P	P	P	P	P		P	P			A	A	A		
	Cottage neighborhood																P							4.3.1(A)(5)	
	Dwelling, manufactured home		P	P	P	P	P	P	P	P												A	A	A	4.3.1(A)(1), (2)
	Dwelling, mobile home		P					P	P																4.3.1(A)(1)
	Dwelling, multiple-family						S			P	P	P		P	P	P	P				A	A	A	A	4.3.1(A)(3)
	Dwelling, single-family attached						P			P	P	P				P	P	P			A	A	A		4.3.1(A)(3)
	Dwelling, single-family detached		P	P	P	P	P			P	P	P				P		P				A	A		4.3.1(A)(4)
	Dwelling, townhouse				S	S	S			P	P	P					P	P			A	A	A		4.3.1(A)(3)
	Dwelling, two- to four-family				S	S	P			P	P	P				P	P	P			A	A	A		4.3.1(A)(3)
	Mobile home park								P																4.3.1(A)(1)

Upper story dwelling									P	P	P	P	P	P	P	P				A		A	A	
Group living																								
Co-housing		P				P	P	P																4.3.1(B)(1)
Community residential home (6 or fewer residents)		P	P	P	P	P	P	P	P	P	P			P							A	A		4.3.1(B)(2)(b)
Community residential home (7–14 residents)					S	S			P	P	P													4.3.1(B)(2)(c)
Dormitory		P							S	P			P				S					A	A	4.3.1(B)(3)
Group home (15 or more residents)		S				S			S	S	S											A		
Roominghouse				S	S	S			P	P														
PUBLIC AND INSTITUTIONAL USES																								
Community services																								
Community center		S				S	S	S	S	S		P		P					P	A		A	A	4.3.2(A)
Cultural facility									S	S	P	P	P		P			P	A		A	A	A	4.3.2(A)
Library						S			P	P	P	P	P					P	A		A	A	A	4.3.2(A)
Senior center						S	P	P	P	P		P	P	P				P			A	A		4.3.2(A)
Youth club facility						S	P	P	P	P		P	P	P				P			A	A		4.3.2(A)
Day care																								
Adult care center		S	S	S	S	S	S	S	S	S	S	S	S	S						A		A	A	A
Child care center		S		S	S	S	S	S	P	P	P	P	P	P		P			A		A	A	A	4.3.2(B)(1)
Day care home (up to and including 6 persons)		S	S	S	S	S	S	S	S	S	P	P	P	P							A			
Overnight child care center		S				S	S	S	P	P	P	P	P	P									A	4.3.2(B)(1)

Educational facilities																								
College or university							S		P	P	S		P	P	P	P	P	P	P	A	A	A	A	
School		P	S	S	S	P	P	P	P	P			P	P					P	A	A	A		4.3.2(C)(1)
Vocational school						S	S	S	P	P	S	P	P	P	P	P	P	P	P	A	A	A	A	4.3.2(C)(1)
Government facilities																								
Government maintenance, storage, and distribution facility													S	S	P		P	P	P	A			A	4.3.2(D)
Government office											P		P	P	P	P			P	A		A	A	4.3.2(D)
Post office						S	S	S	S	S	P	P	P	P	P	P	P		P	A	A	A	A	4.3.2(D)
Health care facilities																								
Blood collection facility															P	P	P	P		A			A	
Birth center											P	S	P	P	P	P				A		A	A	
Hospital		S							S	S			P	P			P		P	A		A	A	4.3.2(E)(1)
Medical and dental clinic											P	S	P	P	P	P				A		A	A	
Medical and dental lab													P		P	P	P	P		A			A	
Medical marijuana dispensing																								
Outpatient facility									S	S		S	P	P	P					A		A	A	4.3.2(E)(2)
Institutions																								
Assisted living facility		S			S	S			P	P	S									A	A	A	A	
Auditorium												S	P	P	S	P	P		P	A			A	4.3.2(F)(1)

Convention center													S	P	P	S	P	S		P	A			A	4.3.2(F)(1)
Drug and alcohol treatment facility														P											
Nursing home		S								S	S	P		P	P						A		A		
Psychiatric treatment facility														P							A				
Religious institution, with seating capacity less than 300 in sanctuary or main activity area		P	S	S	S	P	P	P	P	P	P	P	P	P	P	P	P	P		P	A	A	A	A	4.3.2(F)(2)
Religious institution, with seating capacity of 300 or greater in sanctuary or main activity area, or with accessory schools, day care centers with more than 50 children, or recreational facilities		P	S	S	S	S	S	S	S	S	S	S	S	P	P	P	P	P		P	A	A	A	A	4.3.2(F)(2)
Parks and open areas																									
Arboretum		P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P		P	A	A	A	A	
Botanical garden		P	P	P	P	P	P	P	P	P	P	P	P	P	P	P				P	A	A	A	A	
Cemetery, columbaria, mausoleum		P				S	S	S	S	S			P		P					P					
Community garden		P	P	P	P	P	P	P	P	P						P				P		A	A	A	

	Golf course, public		P	P	P	P	P	P	P	P	P						P	P		P	A	A	A		
	Park, private and public	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	A	A	A		
	Public square		S	S	S	S	S	P	P	P	P	P	P	P	P	P	P	P	P	A	A	A			
	Recreational trail	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	A	A	A			
	Resource-based recreation uses, nonintensive	P	P	P	P	P	P	P	P	P	P	P				P	P		P	A	A	A			
	Resource-based recreation uses	S	S	P	P	P	P	P	P	P						P			P	A	A	A			
Public safety																									
	Fire and EMS		P		S	S	S	S	S	P	P	P	P	P	P	P	P		P	A	A	A	4.3.2(G)		
	Police station		P		S	S	S	S	S	P	P	P	P	P	P	P	P	P	P	A	A	A	4.3.2(G)		
	Substation for fire and City police		P			S	P	P	P	P	P	P	P	P	P	P	P	P	P	A	A	A	4.3.2(G)		
Transportation																									
	Airport		S										S		S			S	P			A			
	Airplane landing strip		S										S		S			S	P	A	A		4.3.2(H)(1)		
	Helicopter landing facilities		S							S	S			S	S	S	S	S	P	A			A	4.3.2(H)(2)	
	Passenger terminal, surface transportation												S			P	P	P	P	A					
Utilities																									
	Wireless communication tower and/or antenna, freestanding	S	P	S	S	S	S	S	S	S	S	S	S	P	S		P	P	P	P	P	A	A	A	4.3.2(I)(1)
	Wireless communication	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	A	A	A	A	4.3.2(I)(1)	

antenna, collocation on existing tower																								
Wireless communication antenna, placement on existing building	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	A	A	A	A	4.3.2(l)(1)
Railroad right-of-way	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	A	A	A	A	
Utility, major		S	S	S	S	S	S	S	S	S			S	S	S	S	S	S	P	A	A	A	A	4.3.2(l)(3)
Utility, minor		P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	A	A	A	A	4.3.2(l)(4)
AGRICULTURE																								
Agriculture																								
General use category		P																						
Medical marijuana cultivation																								
Non-medical marijuana cultivation																								
Animal husbandry																								
General use category		P																						
Horticulture																								
General use category		P																						
Agriculture support and services (directly related)																								
Agricultural processing		P																						4.3.3(A)(1), (2)
Agri-education		P																						4.3.3(A)(1)
Agri-entertainment		P																						4.3.3(A)(1)

[illegible]

	Agricultural research facility		P												P	P	P						4.3.3(B)(1)
	Animal care business		P													P							
	Auction arena for livestock		S													S	S						
	Central farm distribution hub for agricultural products		P													P	P						4.3.3(B)(1)
	Equestrian facility		P																				4.3.3(B)(2)
	Fair grounds		S																A				
	Farm machinery repair		P											P		P							
	Farm machinery sales, rental, and service		P											P		P			A				
	Landscape services		S																				4.3.3(B)(4)
	Stable		P																				4.3.3(B)(3)
	Animal sales, service and care																						
	Animal hospital		P										P		S				A				4.3.3(C)(1)
	Animal shelter		S										S		P				A				4.3.3(C)(2)
	Animal grooming		P										P	P	P			P	A				
	Kennel, indoor		P							S	S		S	P		S	P	P		A		A	4.3.3(C)(3)
	Kennel, outdoor		P										P			P		P	P	A			4.3.3(C)(4)
	Veterinary clinic		P										P	P	P	P			A		A		4.3.3(C)(5)
	BUSINESS																						
	Eating establishments																						
	Ice cream shop									S	S	S	P	P	P	P	P			A		A	A
	Restaurant, indoor seating only									S	S	S	P	P	P	P	P			A		A	A

Restaurant, with outdoor seating									S	S	S	P	P	P	P	P	S			A	A	A	A	4.3.4(A)(1)
Restaurant, with drive-through or drive-in service													P		P	S	S			A			A	4.3.4(A)(2)
Specialty eating establishment									S	S	S	P	P	P	P	P				A	A	A	A	
Conference and training centers																								
Conference center			S						S	S			P	P	P	P	P		S	A		A	A	4.3.4(B)(1)
Rural agricultural corporate retreat			P																					4.3.4(B)(2)
Industrial services																								
Building, heating, plumbing, or electrical contractors																P	P	P		A				
Electric motor repair																		P						4.3.4(C)(1)
Fuel oil distributor																		P						
General industrial service													P	P	P	P	P	P					A	
Heavy equipment sales, rental, or repair															P			P						4.3.4(C)(2)
Laundry, dry cleaning, and carpet cleaning facilities													P	P	P								A	4.3.4(C)(3)
Machine shop															S			P						4.3.4(C)(1)
Repair of scientific or													S		S	P	P	P		A			A	

	professional instruments																							
	Tool repair													S	P	P	P							4.3.4(C)(i)
	Manufacturing and production																							
	Asphalt/concrete batch plant																S							4.3.4(D)(i)
	Manufacturing, heavy ¹																P							4.3.4(D)(i)
	Manufacturing, light														P	P	P		A				A	
	Medical marijuana processing																							
	Medical radioisotope laboratory														P									
	Non-medical marijuana processing																							
	Offices																							
	Business services											P	P	P	P	P	P				A		A	A
	Financial services											P	P	P	P	P	P				A		A	A
	Professional services									S	P	P	P	P	P	P				A		A	A	
	Radio and television broadcasting studio												P	P	P	P	P	P		A			A	
	Sales												P	P	P	P				A		A	A	
	Parking, commercial																							
	Parking lot												P	P	P	P	P	P	P	A		A	A	A
	Parking structure												P	P	P	P	P	P	P	A		A	A	A
	Recreation/entertainment, indoor																							
	Banquet hall												P	P	P	P			P	A			A	A

Commercial recreation, indoor										S	S			P	P	P	P		P	P	A	A	A	A	
Internet Café/simulated gaming establishment																									
Neighborhood recreation center				S	S	S				P	P		P				P			P	A	A	A		
Private club or lodge with seating capacity of less than 300 in main activity area		P	S	S	S	P	P	P	P	S	S	P	P	P	P	P	P	P			A	A	A	A	
Private club or lodge, with seating capacity of 300 or greater in main activity area		P						S	S	S	S	S	S	P	P	P	P	P			A	A	A	A	
Theater													S	P	P	P	P	P		S	A		A	A	
Recreation/entertainment, outdoor																									
Archery range		P														P				P					
Arena, amphitheater, auditorium, stadium		S											S	S	S		S	S	P	A		A	A	A	4.3.4(F)(1)
Commercial recreation, outdoor		S														P				P	A		A	A	
Golf course, private		P	P	P	P	P	P	P	P	P	P						P	P					A	A	A
Retail sales and services																									
Auction house		P														P					A				4.3.4(G)

Bar, nightclub, or cocktail lounge											S	P	P	P					A		A		4.3.4(G)(1)
Convenience store								S	S		P	P	S	P	P	S			A	A	A		4.3.4(G)(2)
Department or discount store												P	P	P					A		A		4.3.4(G)
Drug store or pharmacy (stand alone)												P	P	P	P				A				4.3.4(G)(3)
Crematory		S												S		P	P					A	4.3.4(G)
Entertainment establishment												P	P	P	P				A				4.3.4(G)
Financial institution								S	S	P	P	P	P	P	P				A	A	A	A	4.3.4(G)(4)
Funeral home								S			P	P	P						A				4.3.4(G)
General media store											P	P	P	P					A	A	A		4.3.4(G)
Liquor store												S	P	P	P				A		A		4.3.4(G)
Laundromat														P	P				A				4.3.4(G)(5)
Microbrewery													P	P	P	P			A		A		4.3.4(G)(11)
Non-medical marijuana dispensing																							
Pawn shop														P					A				4.3.4(G)(8)
Precious metals dealer														P					A				4.3.4(G)(9)
Personal services establishment								S	S		P	P	P	P	P				A		A		4.3.4(G)(6)
Repair establishment											S	P	P	P					A				4.3.4(G)
Sales establishment								S	S		S	P	P	P	P				A	A	A		4.3.4(G)

Tattoo parlor/Body-piercing studio															P						A				4.3.4(G)(10)
Large-scale retail establishments - 20,000 sf, but < 80,000 sf														P		P					A		A		4.3.4(G)(7)
Large-scale retail establishments - 80,000 sf														S		S					A				4.3.4(G)(7)
Self-service storage																									
All uses														P		P	S	P	P						4.3.4(H)
Sexually oriented business																									
Sexually oriented cabaret															P										4.3.4(I)
Sexually oriented media store															P										4.3.4(I)
Sexually oriented motion picture theater															P										4.3.4(I)
Sex shop															P										4.3.4(I)
Vehicles, sales and services																									
Automobile body shop															P		P	P							4.3.4(J)(1)
Automobile parts sales													S		P		P	P		A					
Automobile rental and sales													S		P					A					4.3.4(J)(2)
Automobile repair and servicing		S													S		P	P		A					4.3.4(J)(3)
Automobile service station												S	S	P	P		P	P		A					

Automobile service station with wash and detail															P						A					
Boat and marine rental and sales													P		P						A				4.3.4(J)(4)	
Carwash or auto detailing															P						A				4.3.4(J)(5)	
Gasoline sales												S	P	P	P		S	S		A		A			4.3.4(J)(6)	
Recreational vehicle rental and sales															P			P		A					4.3.4(J)(2)	
Taxicab service													P	P	P					A						
Tire sales and mounting													P		P					A					4.3.4(J)(7)	
Towing service															P					A					4.3.4(J)(8)	
Transmission or muffler shop															P					A					4.3.4(J)(7)	
Truck or tractor rental or sales															P			P							4.3.4(J)(2)	
Visitor accommodations																										
Bed and breakfast			P	S	S	S	S			S	S	S	S		P		P				A		A	A		4.3.4(K)(1)
Bed and breakfast inn										S	S	S	S		S		P				A		A			4.3.4(K)(2)
Hotel or motel													S	P	P	P	P				A		A	A		4.3.4(K)(4)
Warehouse and freight movement																										
Cold storage plant																		P								
Parcel services																P	P	P	P		A					4.3.4(L)(1)
Truck or freight terminal																		S	P							4.3.4(L)(1)
Warehouse (distribution)																	P	P	P							4.3.4(L)(1)

Warehouse (storage)																P	P	P		A					4.3.4(L)(1)
Outdoor storage (as a principal use)																	S	S							4.3.4(L)(2)
Waste-related services																									
Energy recovery plant		S																							
Hazardous waste collection sites																		P							
Incinerator		S																S							
Landfill		S																S	S						
Landspreading of wastes		S																S							
Recycling dropoff center													S		S		S		A			A	A		4.3.4(M)(1)
Recycling and salvage center		S																P							4.3.4(M)(2)
Salvage and junkyard																		P							4.3.4(M)(3)
Tire disposal or recycling																		S							4.3.4(M)(3)
Waste composting		S																P							
Wholesale sales																									
All uses																S	P	P	P						
¹ This use type prohibits petroleum refining, rendering, mining and manufacture of chemicals, fertilizers, paint, turpentine, etc., but allows manufacture of automobiles and computers. See definitions for further details. Asphalt/concrete batch plants are considered a subuse type of manufacturing, heavy.																									

4.2.1 Generally.

(A) Purpose.

- (1) *Use classifications.* Use classifications organize land uses and activities into general use categories and specific use types based on common functional, product, or physical characteristics, such as the type and amount of activity, the type of customers or residents, how goods or services are sold or delivered, and site conditions. The use classifications provide a systematic basis for assigning present and future land uses into appropriate zone districts. Use classifications describe one or more uses having similar characteristics, but do not list every use or activity that may appropriately be within the classification. There are four use classifications in the table of allowed uses: residential uses, public and institutional uses, agricultural uses and business uses.
- (2) *Use categories.* The use categories describe the major subgroups of the use classification, based on common characteristics (e.g., the residential use classification is divided into two major use categories: household living and group living).
- (3) *Use types.* The use categories are divided into specific use types. The specific use types are included in the respective use category. They identify the specific uses that are considered to fall within characteristics identified in the use category.

(D) Unlisted uses.

- (1) *Procedure for approving unlisted uses.* Where a particular use type is not specifically listed in Table 4.1-1, Table of Allowed Uses, the LDR Administrator may permit the use type upon a finding the standards of Subsection 4.2.1(D)(2) of this section, Standards for approving unlisted uses, are met. The LDR Administrator shall give due consideration to the purpose and intent of these LDRs concerning the zone district involved, the character of the use specifically identified, and the character of the use in question.
- (2) *Standards for approving unlisted uses.* In order to determine the proposed use has an impact that is similar in nature, function, and duration to the other use types allowed in a specific zone district, the LDR Administrator shall assess all relevant characteristics of the proposed use, including, but not limited to, the following:
 - (a) The volume and type of sales, retail, wholesale, etc.; size and type of items sold and nature of inventory on the premises;
 - (b) Any processing done on the premises, including assembly, manufacturing, warehousing, shipping, distribution; any dangerous, hazardous, toxic, or explosive materials used in the processing;
 - (c) The nature and location of storage and outdoor display of merchandise; enclosed, open, inside or outside the principal building; and predominant types of items stored (such as business vehicles, work-in-process, inventory, and merchandise, construction materials, scrap and junk, and raw materials including liquids and powders);

- (d) The type, size and nature of buildings and structures;
 - (e) The number and density of employees and customers per unit area of site in relation to business hours and employment shifts;
 - (f) Transportation requirements, including the modal split for people and freight, by volume type and characteristic of traffic generation to and from the site, trip purposes and whether trip purposes can be shared by other use types on the site;
 - (g) Parking requirements, turnover and generation, ratio of the number of spaces required per unit area or activity, and the potential for shared parking with other use types;
 - (h) The amount and nature of any nuisances generated on the premises, including, but not limited to, noise, smoke, odor, glare, vibration, radiation and fumes;
 - (i) Any special public utility requirements for serving the proposed use type, including, but not limited to, water supply, waste water output, pretreatment of wastes and emissions required or recommended, and any significant power structures and communications towers or facilities; and
 - (j) The impact on adjacent lands created by the proposed use type, which should not be greater than that of other use types in the zone district.
- (3) *Effects of finding by LDR Administrator.*
- (a) *Typical uses: added to LDRs.* In making the determination described in Subsection 4.2.1(D)(1) of this section, Procedure for approving unlisted uses, the LDR Administrator shall initiate an amendment to these LDRs (Section 2.4.1) if it is determined the particular use type is likely to be common or to recur frequently, or that omission of specific inclusion and reference in the Table of Allowed Uses (Table 4.1-1) is likely to lead to public uncertainty and confusion. Until final action is taken on a proposed amendment, the determination of the LDR Administrator shall be binding on all officers and departments of the City.
 - (b) *Atypical uses: determination binding.* In making a determination whether to approve an unlisted use, the LDR Administrator's determination shall thereafter be binding on all officers and departments of the City, without further action or amendment of these LDRs, if the LDR Administrator finds the particular use type is of an unusual or transitory nature, or is unlikely to recur frequently. Determinations shall be recorded and maintained in the office of the LDR Administrator and shall be available for public inspection.

BASES FOR STAFF'S RECOMMENDATION

As set forth herein and based upon the evidence provided in this Staff Report.

EXHIBIT "A"
TO
101 NW US HWY 73, LLC
APPEAL OF INTERPRETATION BY LDR ADMINISTRATOR
STAFF REPORT

SUPPORTING APPLICATION MATERIALS
SUBMITTED BY CITY STAFF TO THE
BOARD OF ADJUSTMENT

Land Use: 712

Small Office Building

Description

A small office building is the same as a general office building (Land Use 710) but with less than or equal to 10,000 square feet of gross floor area. The building typically houses a single tenant. It is a location where affairs of a business, commercial or industrial organization, or professional person or firm are conducted. General office building (Land Use 710) is a related use.

Additional Data

Attorney office, mortgage company, financial advisor, insurance agency, home health care provider, and real estate company are examples of tenants included in the small office building database. The diversity of employer types results in a wide range in employee density in the database. Densities range from a high of 1,300 to a low of 240 square feet per employee with an overall average of nearly 600 square feet per employee (a value much larger than the average observed in a general office building study sites).

In addition to the significant difference in employee density, small office buildings tend to be dominated by a single tenant (or very few) that are more service-oriented than a typical general office building. The result is more frequent and regular visitors and higher trip generation rates.

The technical appendices provide supporting information on time-of-day distributions for this land use. The appendices can be accessed through either the ITETripGen web app or the trip generation resource page on the ITE website (<https://www.ite.org/technical-resources/topics/trip-and-parking-generation/>).

The sites were surveyed in the 1980s and the 2010s in Alberta (CAN), California, Texas, and Wisconsin.

Source Numbers

418, 890, 891, 959, 976

Small Office Building (712)

Vehicle Trip Ends vs: 1000 Sq. Ft. GFA
On a: Weekday

Setting/Location: General Urban/Suburban

Number of Studies: 21

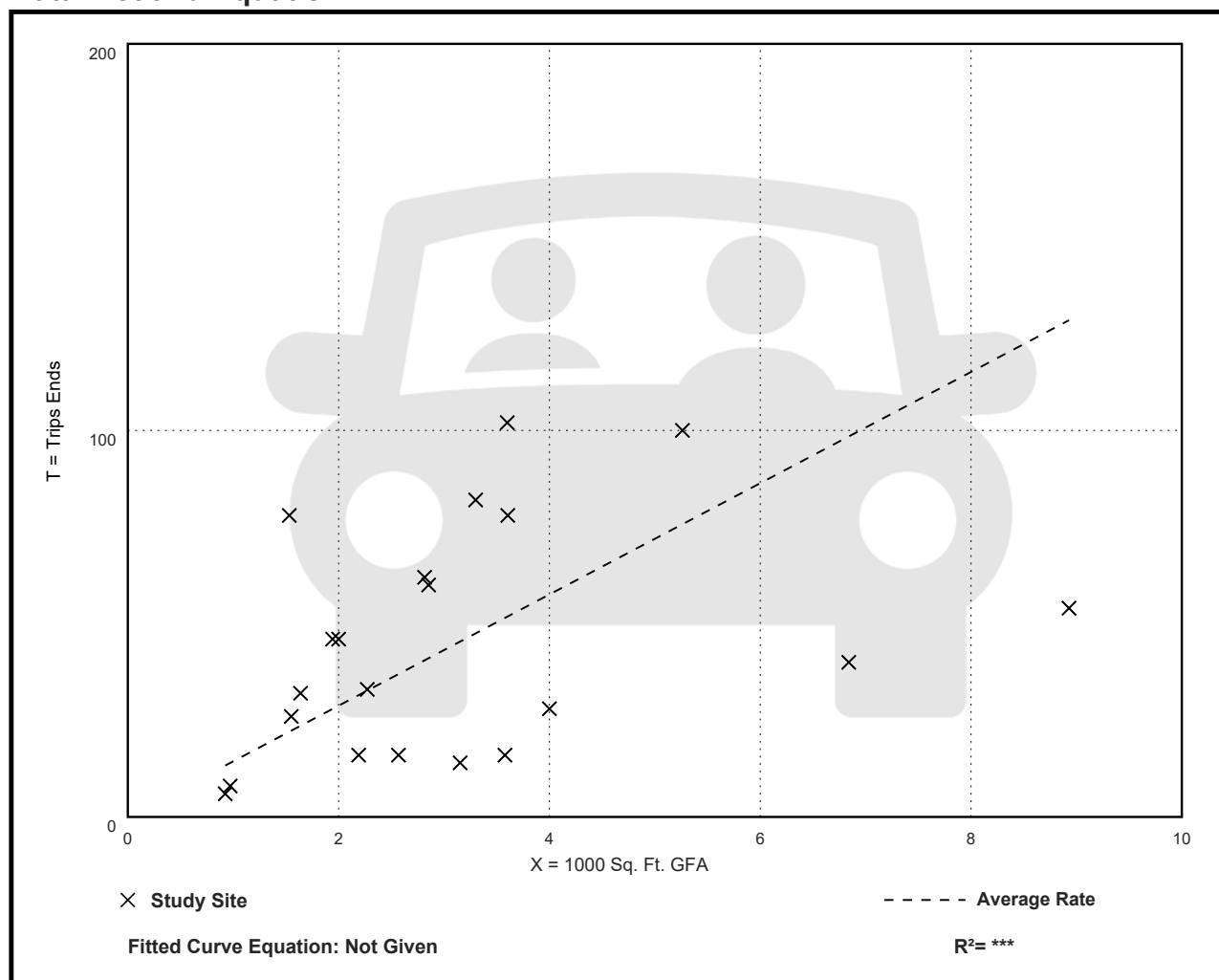
Avg. 1000 Sq. Ft. GFA: 3

Directional Distribution: 50% entering, 50% exiting

Vehicle Trip Generation per 1000 Sq. Ft. GFA

Average Rate	Range of Rates	Standard Deviation
14.39	4.44 - 50.91	10.16

Data Plot and Equation



Small Office Building (712)

Vehicle Trip Ends vs: 1000 Sq. Ft. GFA

On a: Weekday,

Peak Hour of Adjacent Street Traffic,

One Hour Between 7 and 9 a.m.

Setting/Location: General Urban/Suburban

Number of Studies: 21

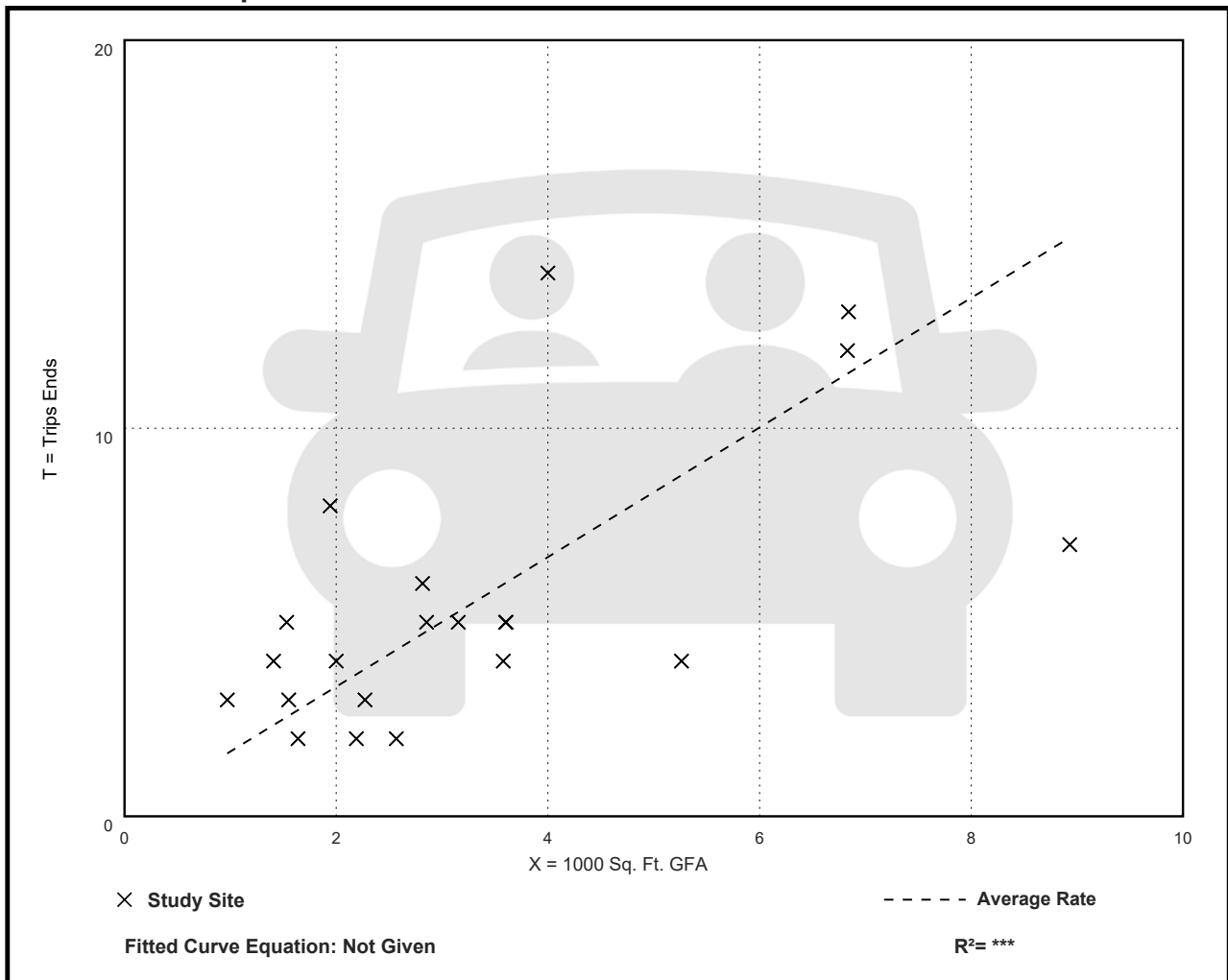
Avg. 1000 Sq. Ft. GFA: 3

Directional Distribution: 82% entering, 18% exiting

Vehicle Trip Generation per 1000 Sq. Ft. GFA

Average Rate	Range of Rates	Standard Deviation
1.67	0.76 - 4.12	0.88

Data Plot and Equation



Small Office Building (712)

Vehicle Trip Ends vs: 1000 Sq. Ft. GFA

On a: Weekday,

Peak Hour of Adjacent Street Traffic,

One Hour Between 4 and 6 p.m.

Setting/Location: General Urban/Suburban

Number of Studies: 21

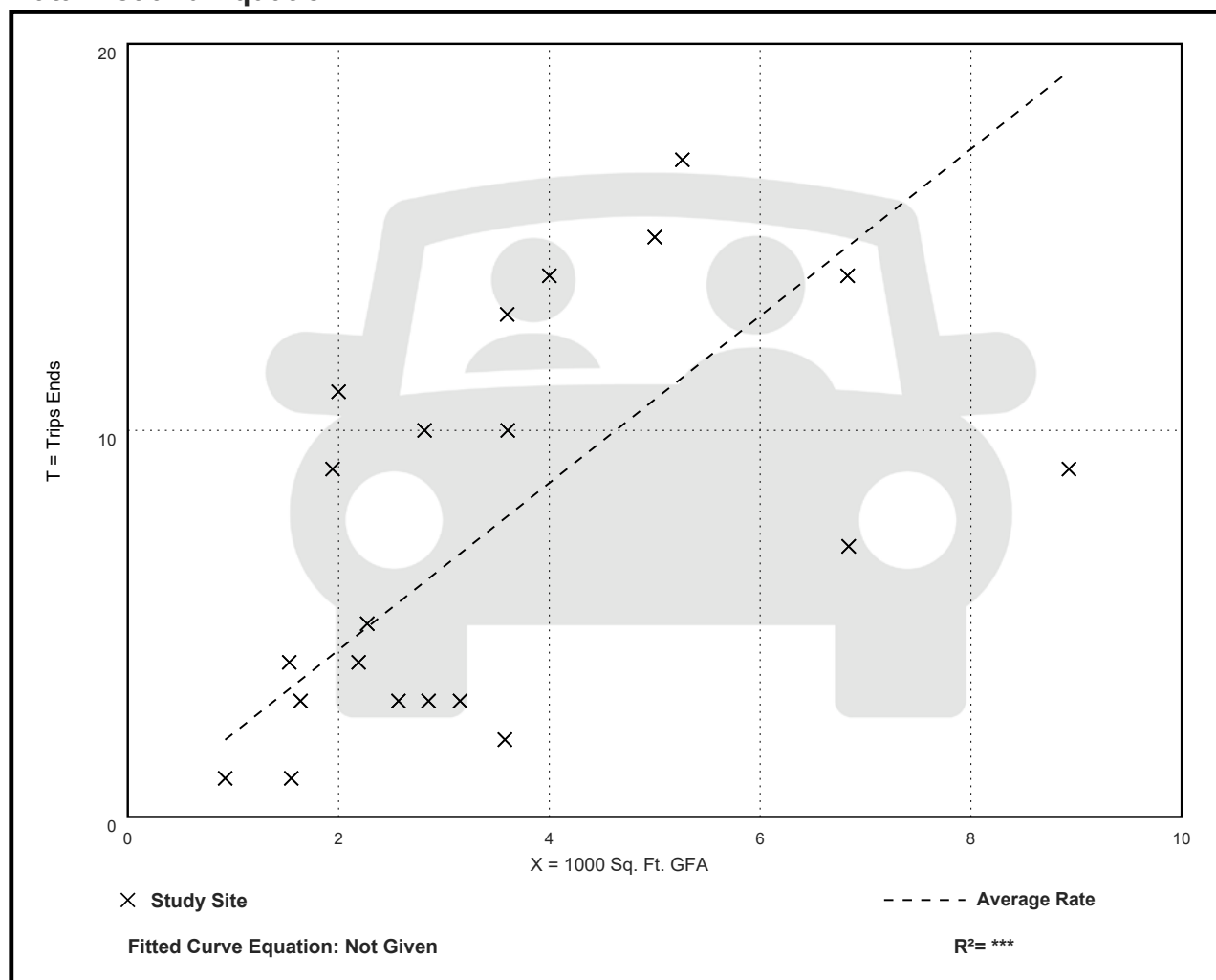
Avg. 1000 Sq. Ft. GFA: 3

Directional Distribution: 34% entering, 66% exiting

Vehicle Trip Generation per 1000 Sq. Ft. GFA

Average Rate	Range of Rates	Standard Deviation
2.16	0.56 - 5.50	1.26

Data Plot and Equation



Small Office Building (712)

Vehicle Trip Ends vs: 1000 Sq. Ft. GFA

On a: Weekday,

AM Peak Hour of Generator

Setting/Location: General Urban/Suburban

Number of Studies: 22

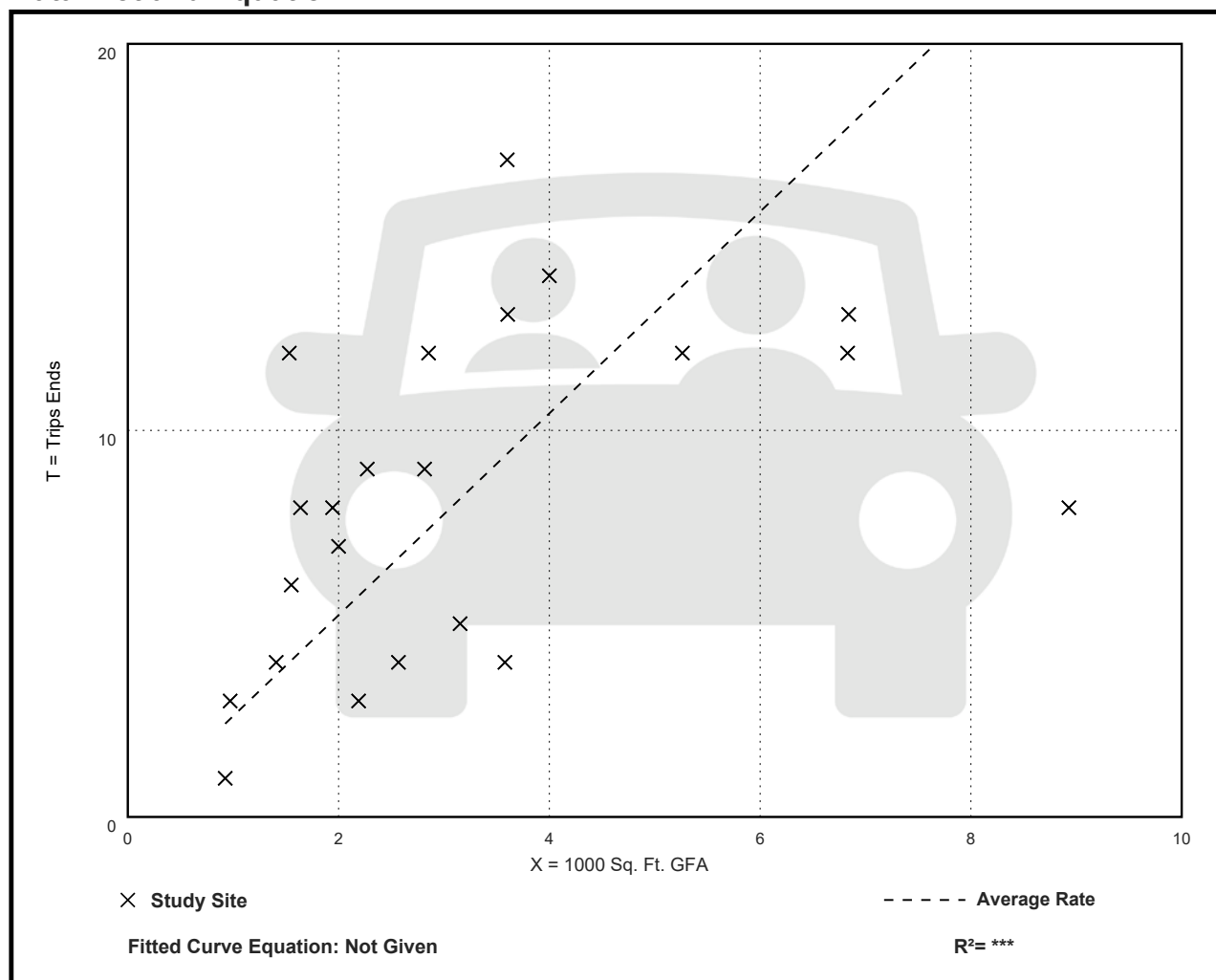
Avg. 1000 Sq. Ft. GFA: 3

Directional Distribution: 60% entering, 40% exiting

Vehicle Trip Generation per 1000 Sq. Ft. GFA

Average Rate	Range of Rates	Standard Deviation
2.61	0.90 - 7.83	1.49

Data Plot and Equation



Small Office Building (712)

Vehicle Trip Ends vs: 1000 Sq. Ft. GFA

On a: Weekday,

PM Peak Hour of Generator

Setting/Location: General Urban/Suburban

Number of Studies: 23

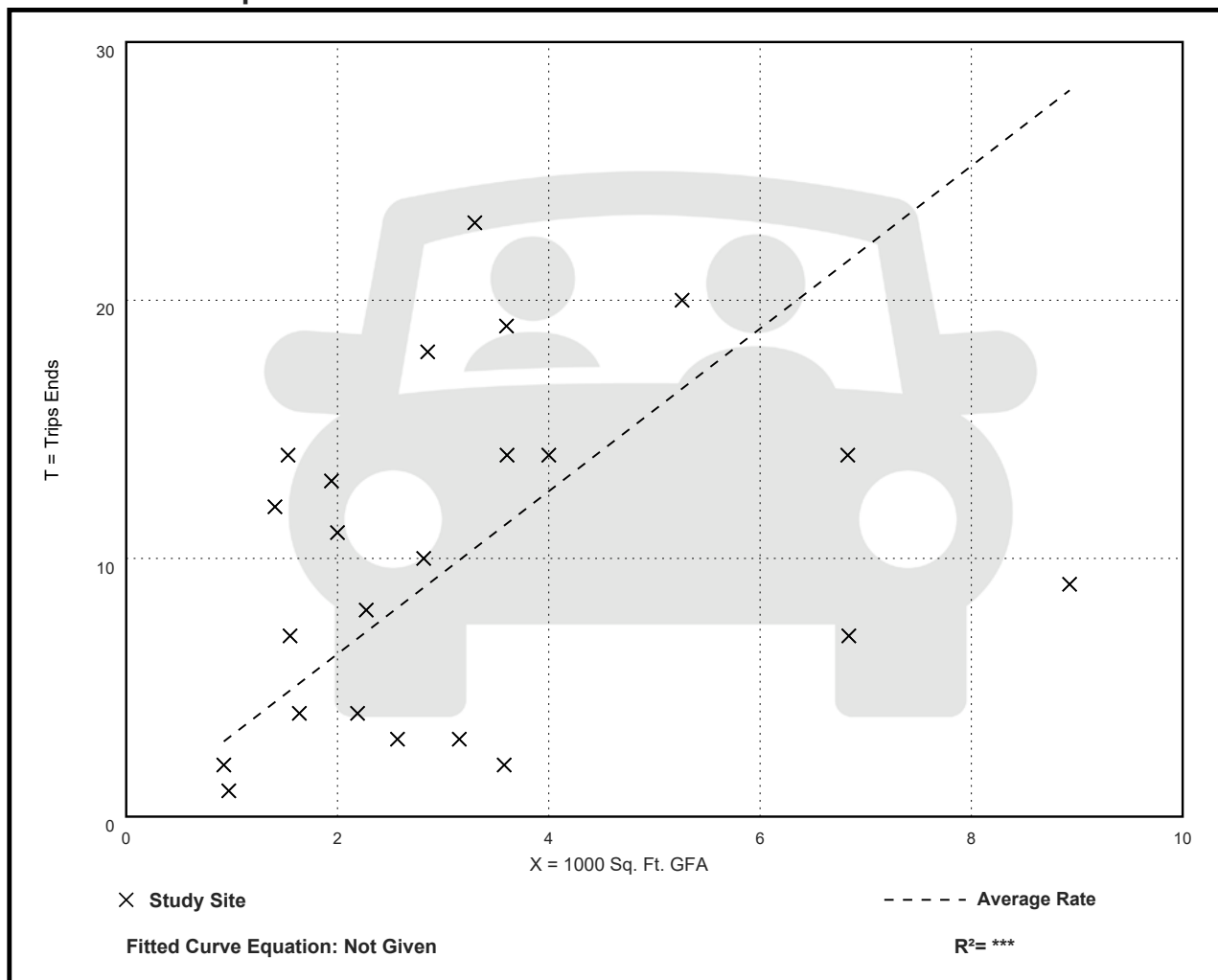
Avg. 1000 Sq. Ft. GFA: 3

Directional Distribution: 42% entering, 58% exiting

Vehicle Trip Generation per 1000 Sq. Ft. GFA

Average Rate	Range of Rates	Standard Deviation
3.15	0.56 - 9.14	2.29

Data Plot and Equation



Small Office Building (712)

Vehicle Trip Ends vs: Employees
On a: Weekday

Setting/Location: General Urban/Suburban

Number of Studies: 17

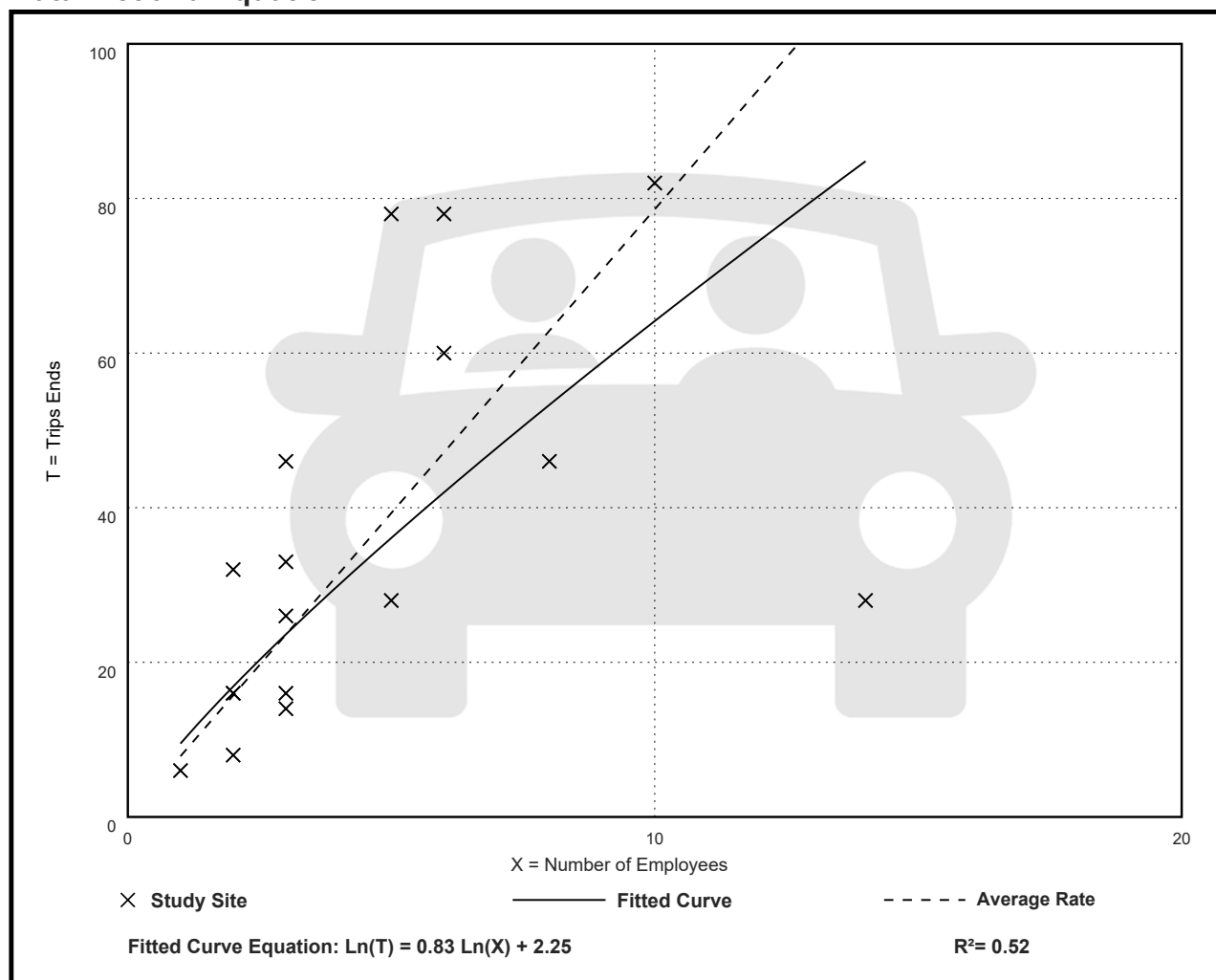
Avg. Num. of Employees: 5

Directional Distribution: 50% entering, 50% exiting

Vehicle Trip Generation per Employee

Average Rate	Range of Rates	Standard Deviation
7.86	2.00 - 16.00	4.43

Data Plot and Equation



Small Office Building (712)

Vehicle Trip Ends vs: Employees

On a: Weekday,

Peak Hour of Adjacent Street Traffic,

One Hour Between 7 and 9 a.m.

Setting/Location: General Urban/Suburban

Number of Studies: 17

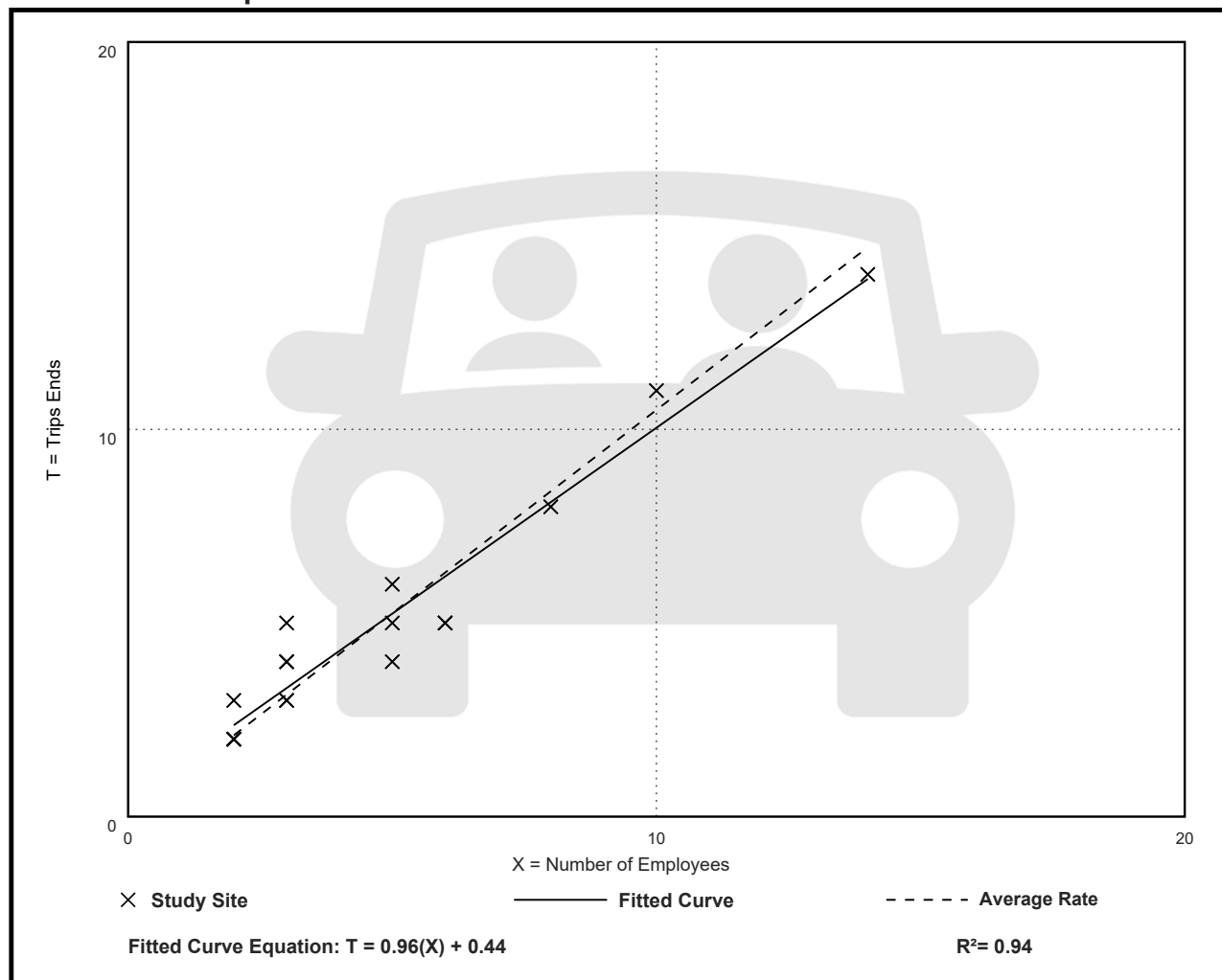
Avg. Num. of Employees: 5

Directional Distribution: 85% entering, 15% exiting

Vehicle Trip Generation per Employee

Average Rate	Range of Rates	Standard Deviation
1.05	0.80 - 1.67	0.20

Data Plot and Equation



Small Office Building (712)

Vehicle Trip Ends vs: Employees

On a: Weekday,

Peak Hour of Adjacent Street Traffic,

One Hour Between 4 and 6 p.m.

Setting/Location: General Urban/Suburban

Number of Studies: 16

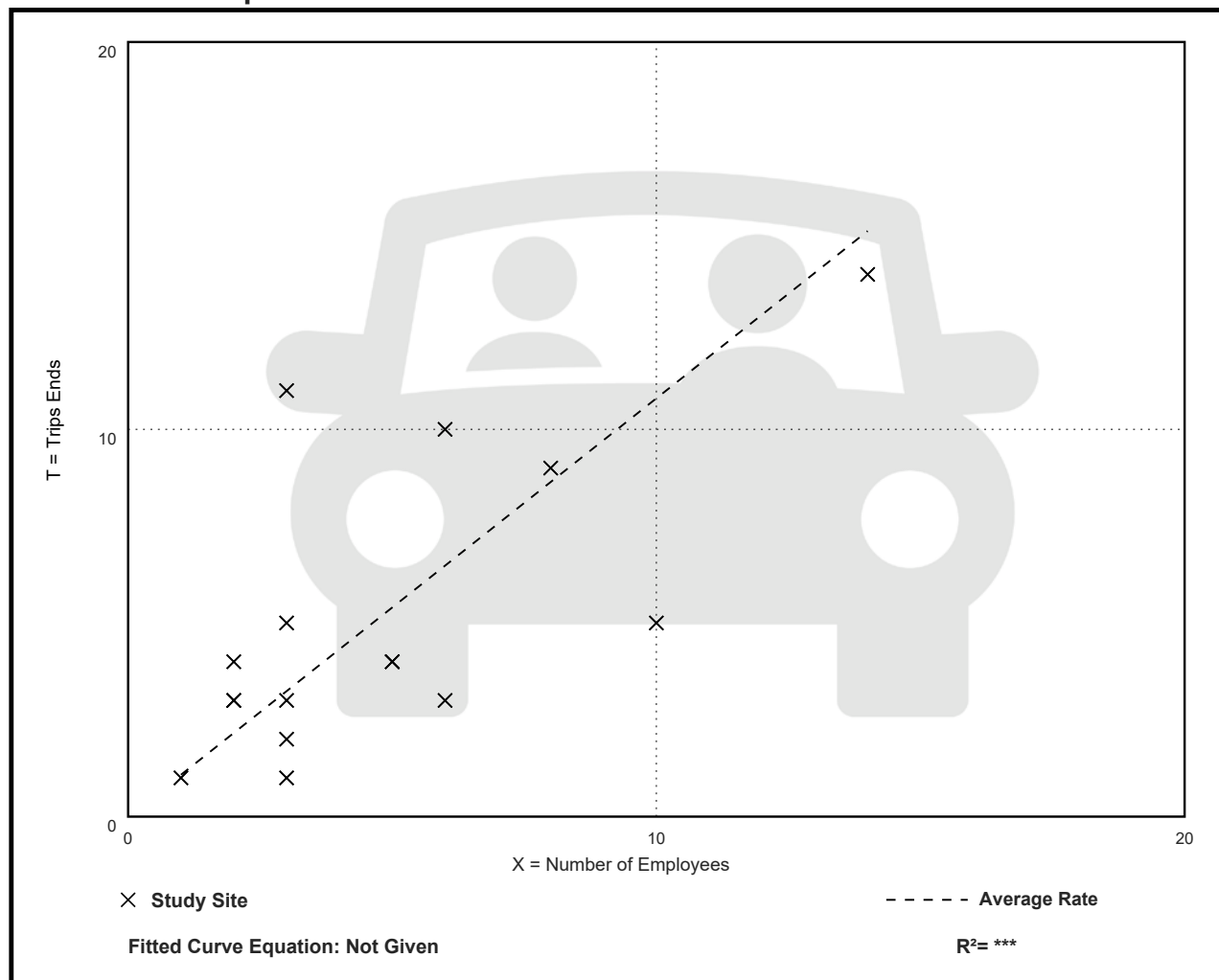
Avg. Num. of Employees: 5

Directional Distribution: 33% entering, 67% exiting

Vehicle Trip Generation per Employee

Average Rate	Range of Rates	Standard Deviation
1.08	0.33 - 3.67	0.69

Data Plot and Equation



Small Office Building (712)

Vehicle Trip Ends vs: Employees

On a: Weekday,

AM Peak Hour of Generator

Setting/Location: General Urban/Suburban

Number of Studies: 17

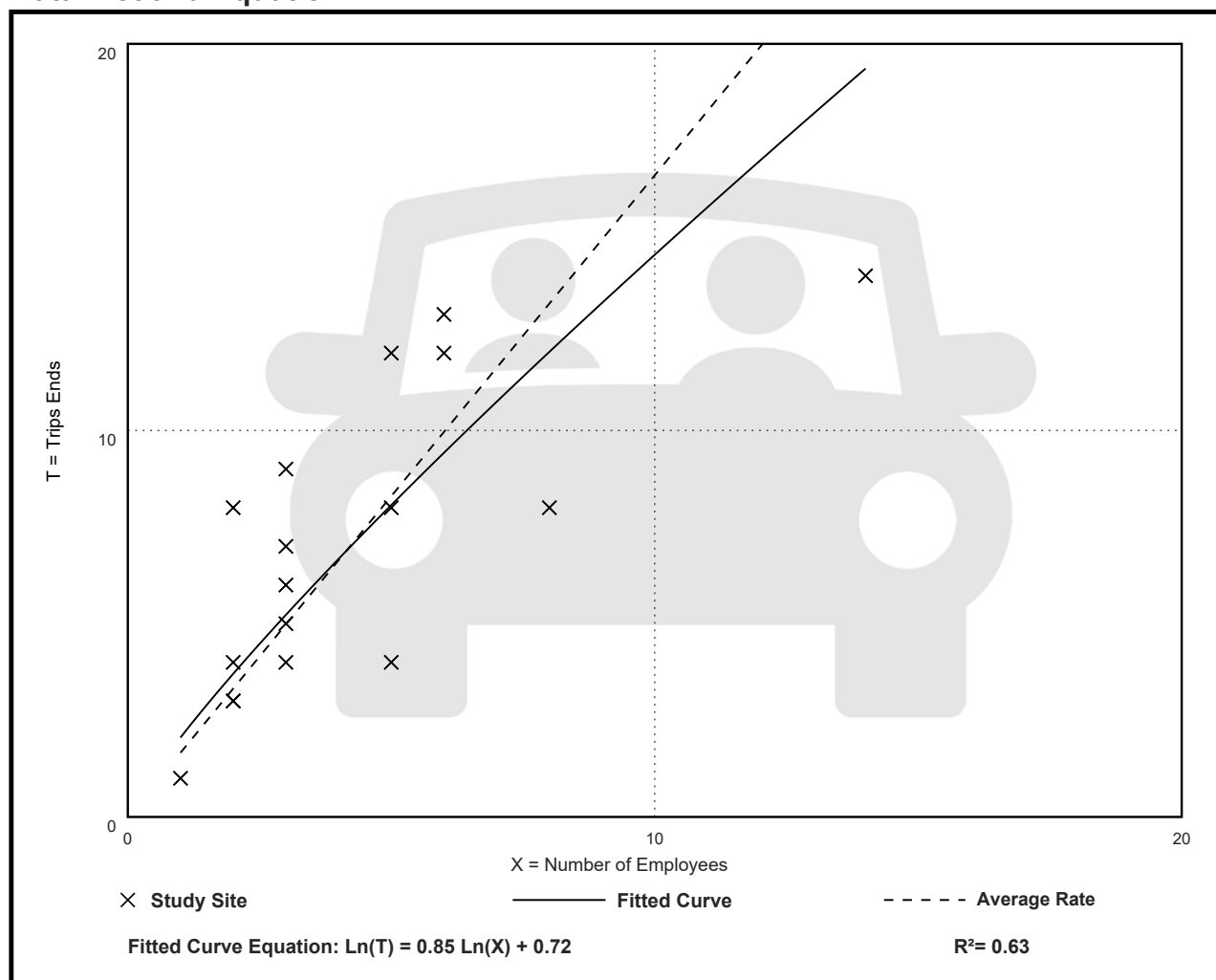
Avg. Num. of Employees: 4

Directional Distribution: 64% entering, 36% exiting

Vehicle Trip Generation per Employee

Average Rate	Range of Rates	Standard Deviation
1.66	0.80 - 4.00	0.74

Data Plot and Equation



Small Office Building (712)

Vehicle Trip Ends vs: Employees

On a: Weekday,

PM Peak Hour of Generator

Setting/Location: General Urban/Suburban

Number of Studies: 18

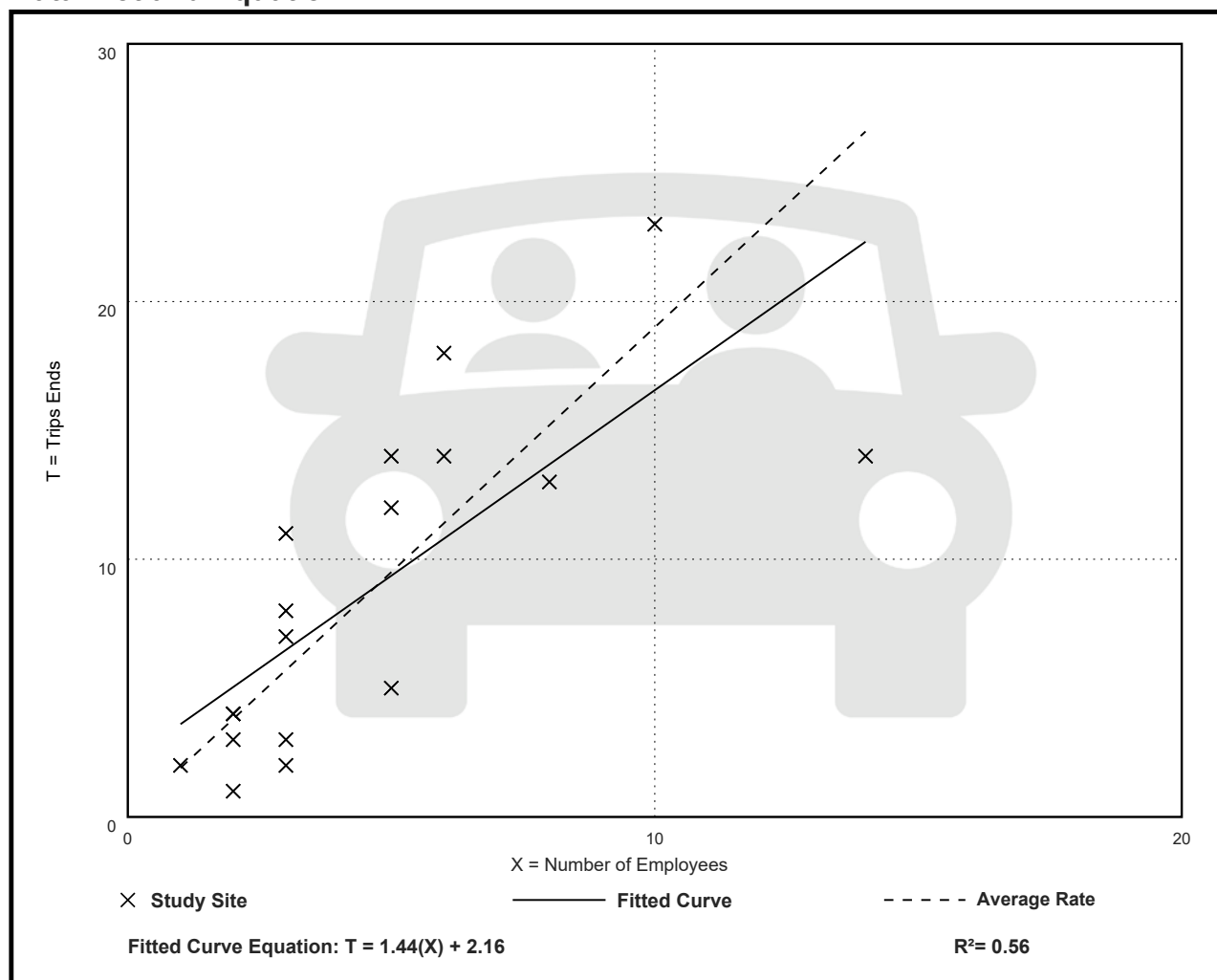
Avg. Num. of Employees: 5

Directional Distribution: 49% entering, 51% exiting

Vehicle Trip Generation per Employee

Average Rate	Range of Rates	Standard Deviation
1.90	0.50 - 3.67	0.83

Data Plot and Equation



Land Use: 851

Convenience Store

Description

A convenience store is a small retail business that sells grocery and other everyday items that a person may need or want as a matter of convenience. Convenience stores are typically located along major thoroughfares to optimize motorist convenience. Extended hours of operation (with many open 24 hours, 7 days a week) further support the convenience of the store. A convenience store is also commonly called a convenience market.

The product mix typically includes pre-packaged grocery items, beverages, dairy products, snack foods, confectionary, tobacco products, over-the-counter drugs, and toiletries. A convenience store may sell alcohol, often limited to beer and wine.

Coffee and pre-made sandwiches are also commonly sold at a convenience store. Made-to-order food orders are sometimes offered. Some stores offer limited seating.

Convenience store/gas station (Land Use 945) is a related use.

Additional Data

The technical appendices provide supporting information on time-of-day distributions for this land use. The appendices can be accessed through either the ITETripGen web app or the trip generation resource page on the ITE website (<https://www.ite.org/technical-resources/topics/trip-and-parking-generation/>).

The sites were surveyed in the 1980s, the 1990s, the 2000s, and the 2010s in Alberta (CAN), Arizona, California, New Jersey, New York, Ontario, Canada, Oregon, Pennsylvania, Texas, and Virginia.

Source Numbers

168, 253, 282, 542, 550, 862, 863, 882, 931, 955, 975

Convenience Store (851)

Vehicle Trip Ends vs: 1000 Sq. Ft. GFA
On a: Weekday

Setting/Location: General Urban/Suburban

Number of Studies: 8

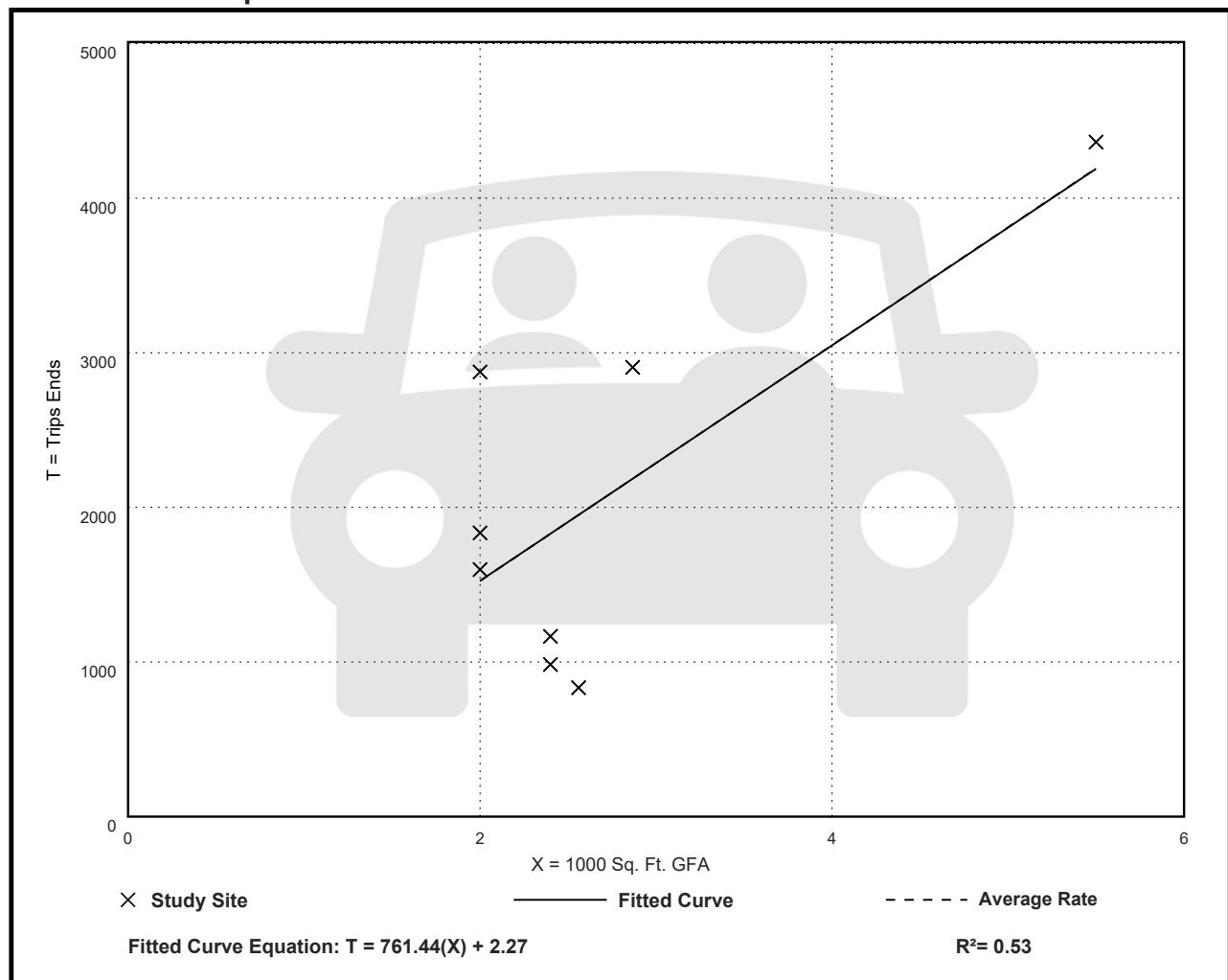
Avg. 1000 Sq. Ft. GFA: 3

Directional Distribution: 50% entering, 50% exiting

Vehicle Trip Generation per 1000 Sq. Ft. GFA

Average Rate	Range of Rates	Standard Deviation
762.28	325.78 - 1438.00	333.89

Data Plot and Equation



Convenience Store (851)

Vehicle Trip Ends vs: 1000 Sq. Ft. GFA

On a: Weekday,

Peak Hour of Adjacent Street Traffic,

One Hour Between 7 and 9 a.m.

Setting/Location: General Urban/Suburban

Number of Studies: 39

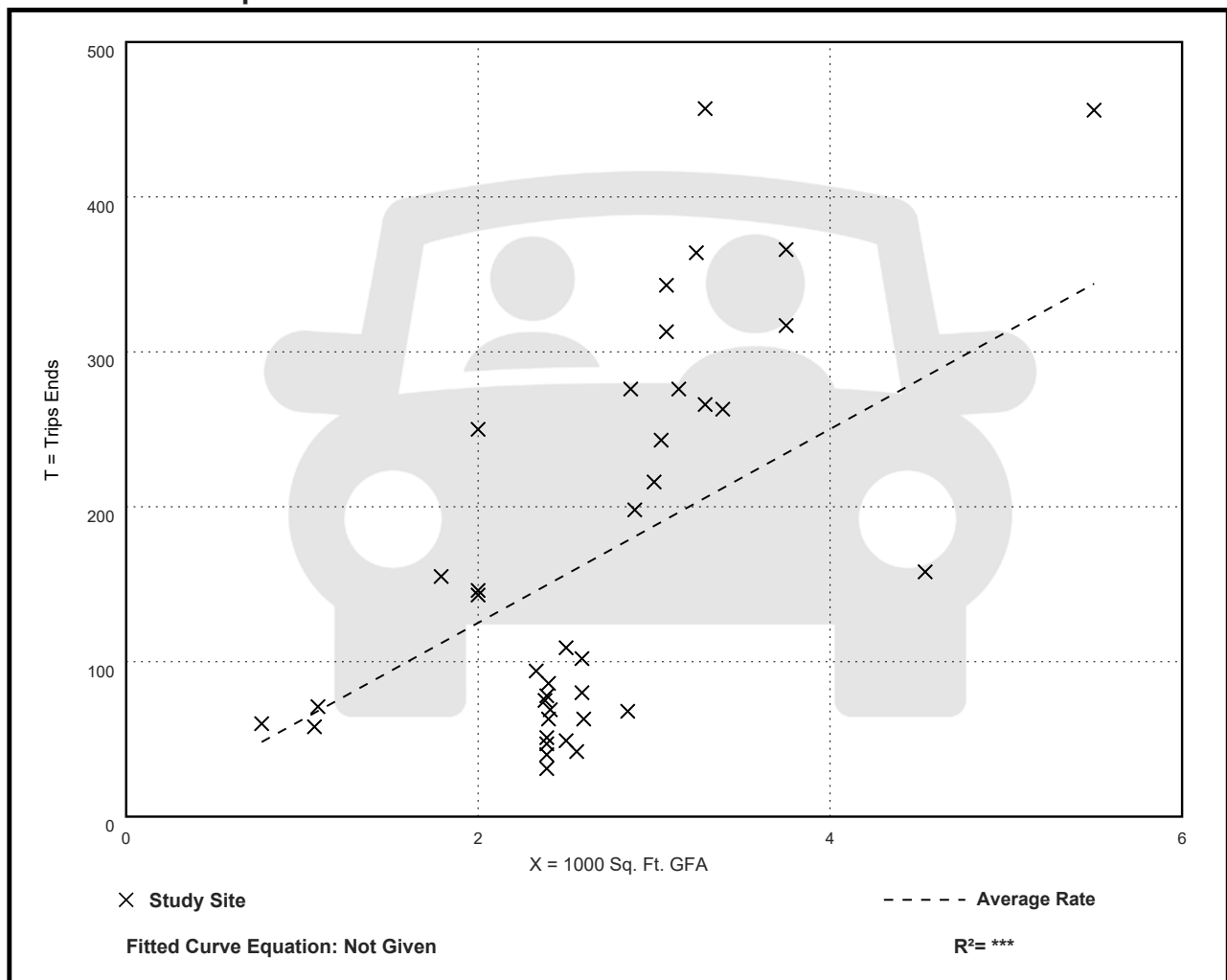
Avg. 1000 Sq. Ft. GFA: 3

Directional Distribution: 50% entering, 50% exiting

Vehicle Trip Generation per 1000 Sq. Ft. GFA

Average Rate	Range of Rates	Standard Deviation
62.54	12.97 - 138.91	35.04

Data Plot and Equation



Convenience Store (851)

Vehicle Trip Ends vs: 1000 Sq. Ft. GFA

On a: Weekday,

Peak Hour of Adjacent Street Traffic,

One Hour Between 4 and 6 p.m.

Setting/Location: General Urban/Suburban

Number of Studies: 39

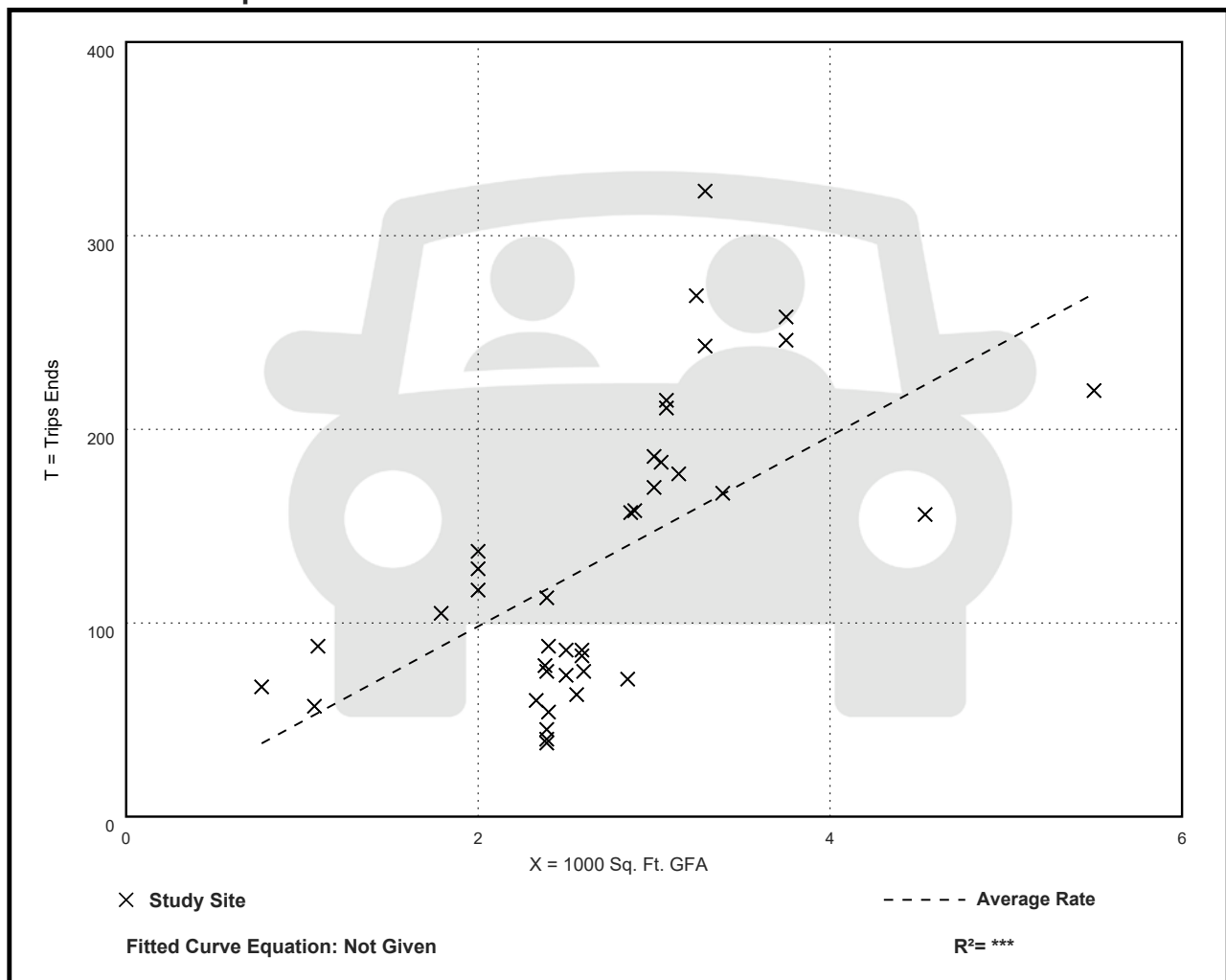
Avg. 1000 Sq. Ft. GFA: 3

Directional Distribution: 51% entering, 49% exiting

Vehicle Trip Generation per 1000 Sq. Ft. GFA

Average Rate	Range of Rates	Standard Deviation
49.11	15.90 - 98.18	20.84

Data Plot and Equation



Convenience Store (851)

Vehicle Trip Ends vs: 1000 Sq. Ft. GFA

On a: Weekday,

AM Peak Hour of Generator

Setting/Location: General Urban/Suburban

Number of Studies: 12

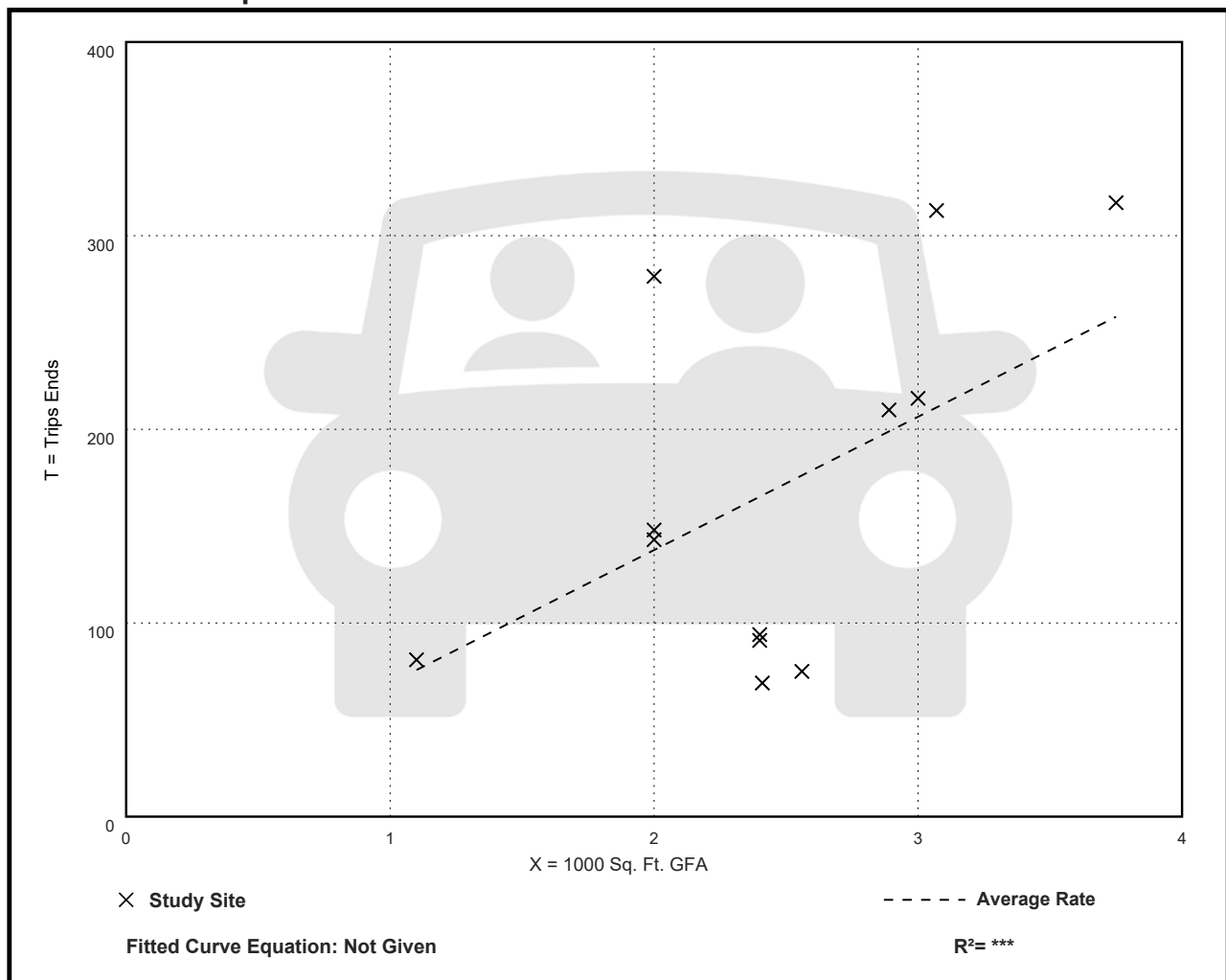
Avg. 1000 Sq. Ft. GFA: 2

Directional Distribution: 50% entering, 50% exiting

Vehicle Trip Generation per 1000 Sq. Ft. GFA

Average Rate	Range of Rates	Standard Deviation
68.83	28.63 - 139.50	31.41

Data Plot and Equation



Convenience Store (851)

Vehicle Trip Ends vs: 1000 Sq. Ft. GFA

On a: Weekday,

PM Peak Hour of Generator

Setting/Location: General Urban/Suburban

Number of Studies: 10

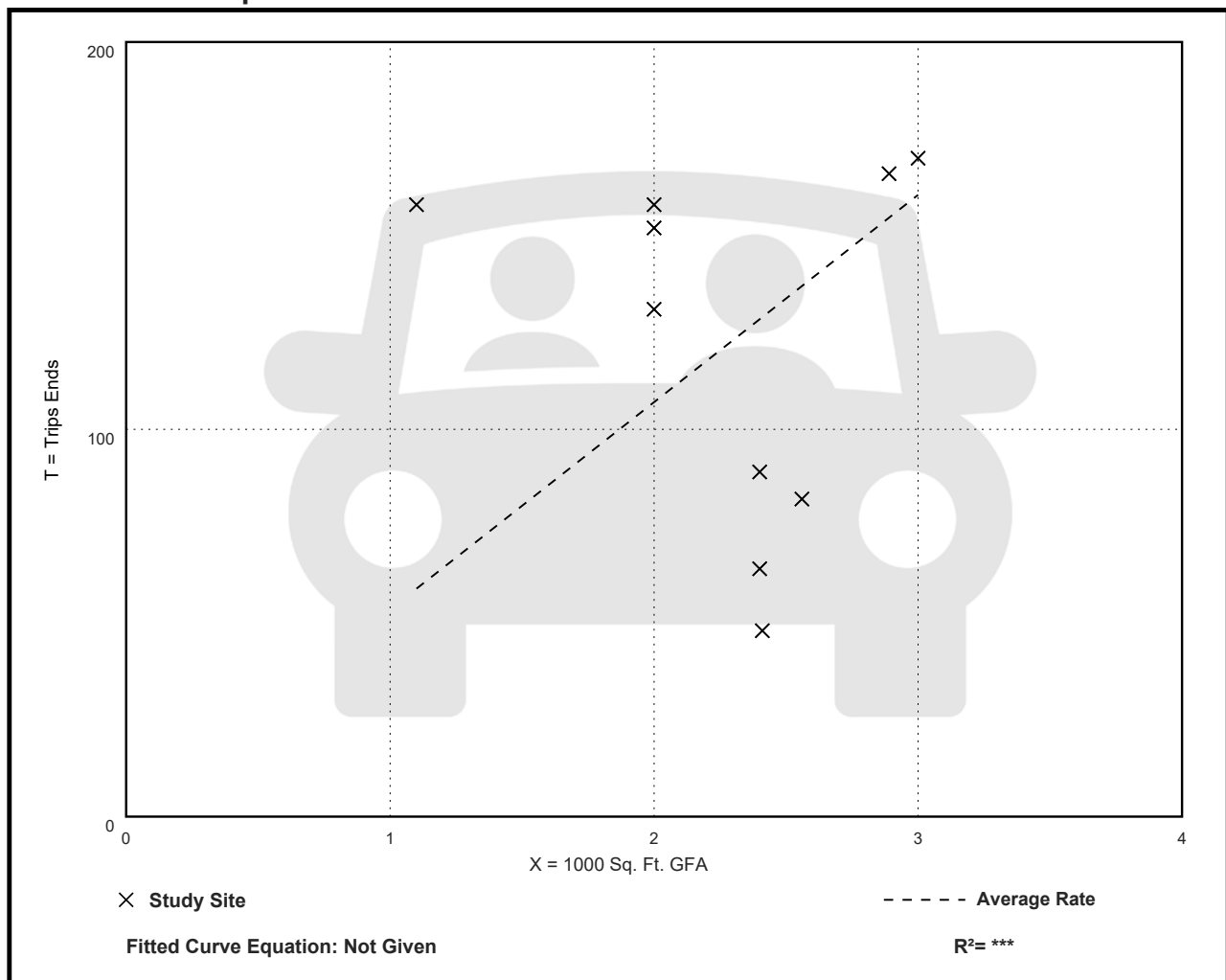
Avg. 1000 Sq. Ft. GFA: 2

Directional Distribution: 51% entering, 49% exiting

Vehicle Trip Generation per 1000 Sq. Ft. GFA

Average Rate	Range of Rates	Standard Deviation
53.51	19.92 - 143.64	29.55

Data Plot and Equation



Convenience Store (851)

Vehicle Trip Ends vs: 1000 Sq. Ft. GFA
On a: Saturday

Setting/Location: General Urban/Suburban

Number of Studies: 3

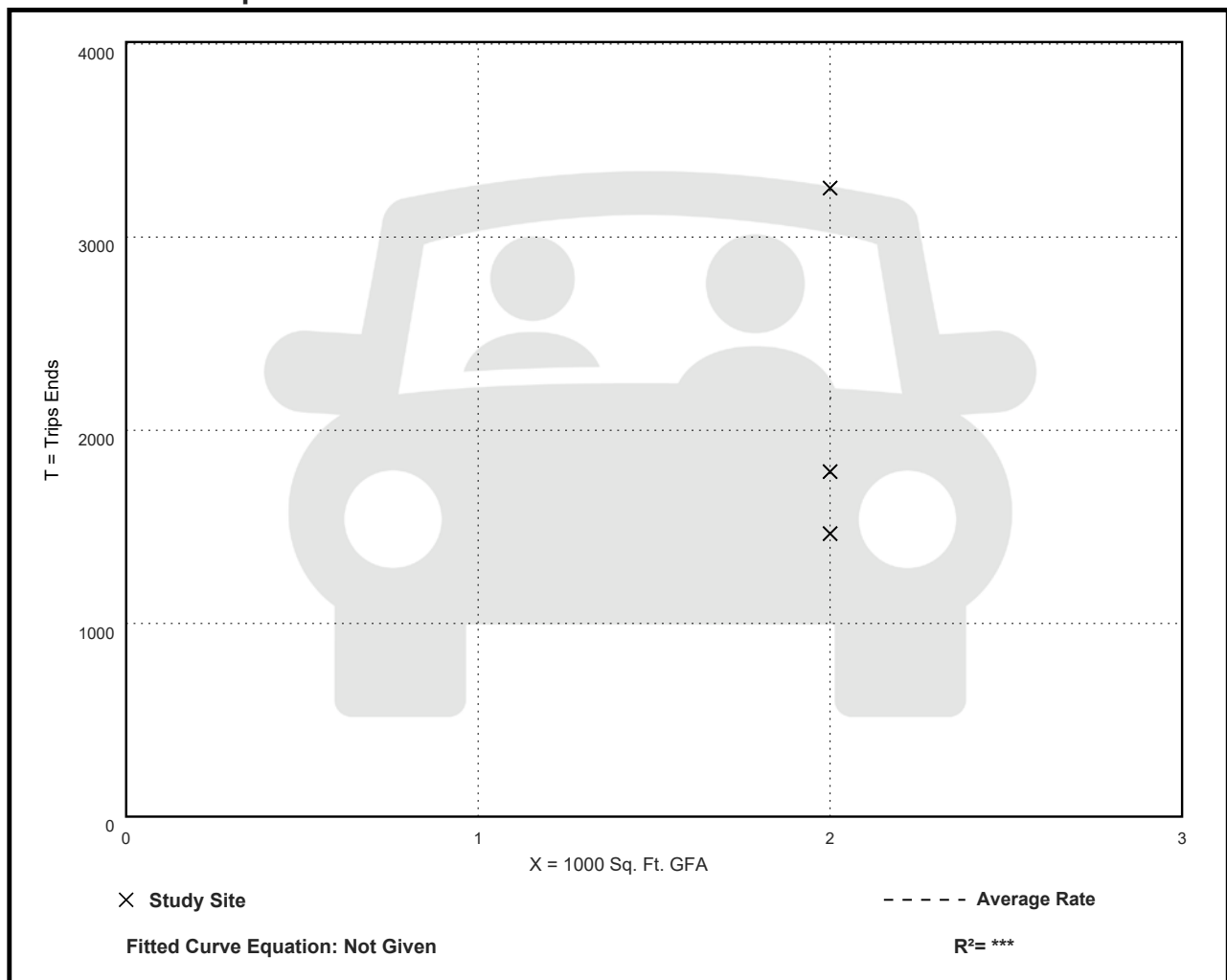
Avg. 1000 Sq. Ft. GFA: 2

Directional Distribution: 50% entering, 50% exiting

Vehicle Trip Generation per 1000 Sq. Ft. GFA

Average Rate	Range of Rates	Standard Deviation
1084.17	732.50 - 1627.00	476.91

Data Plot and Equation



Convenience Store (851)

Vehicle Trip Ends vs: 1000 Sq. Ft. GFA

On a: Saturday, Peak Hour of Generator

Setting/Location: General Urban/Suburban

Number of Studies: 16

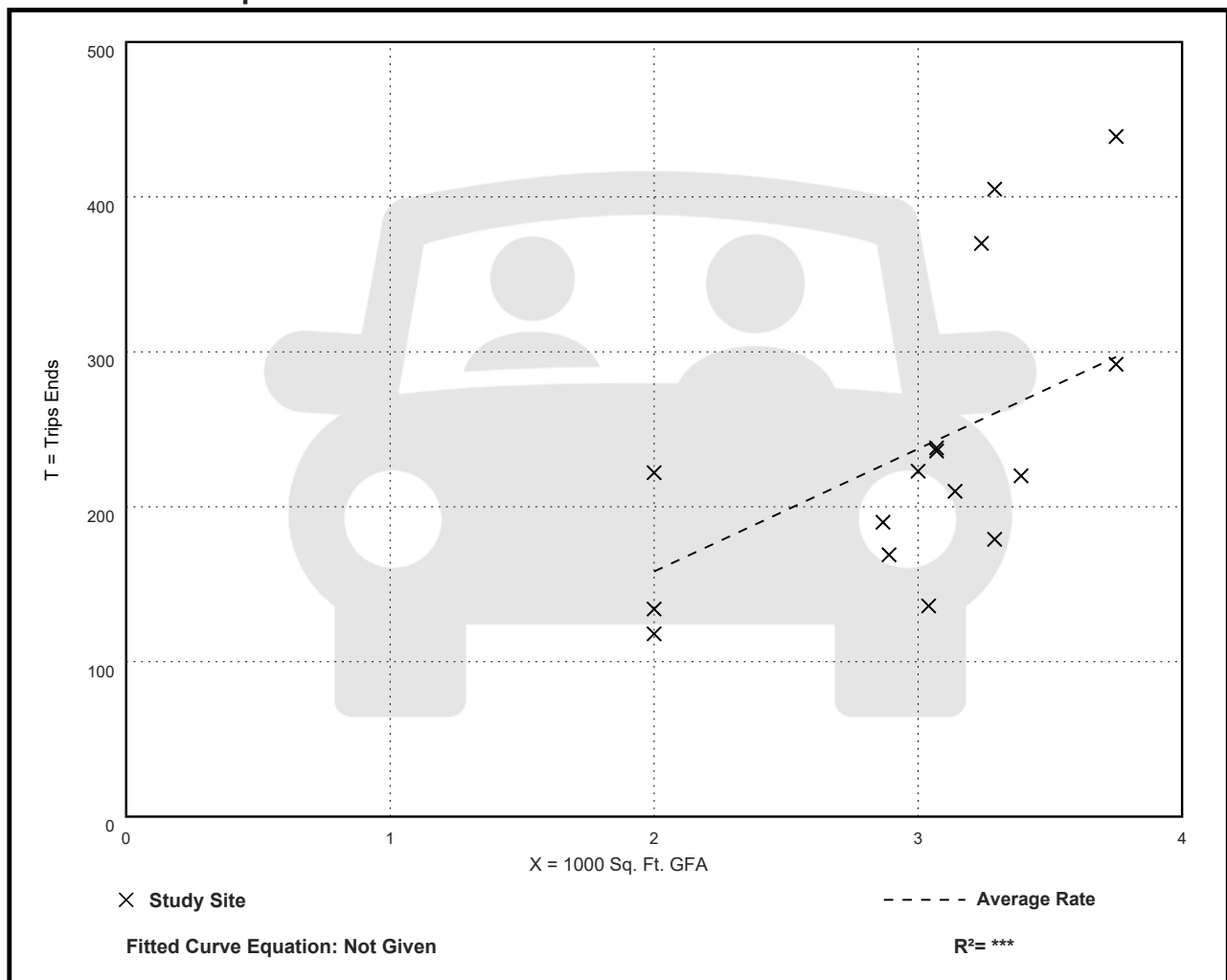
Avg. 1000 Sq. Ft. GFA: 3

Directional Distribution: 50% entering, 50% exiting

Vehicle Trip Generation per 1000 Sq. Ft. GFA

Average Rate	Range of Rates	Standard Deviation
79.12	44.74 - 123.10	24.75

Data Plot and Equation



Convenience Store (851)

Vehicle Trip Ends vs: 1000 Sq. Ft. GFA
On a: Sunday

Setting/Location: General Urban/Suburban

Number of Studies: 3

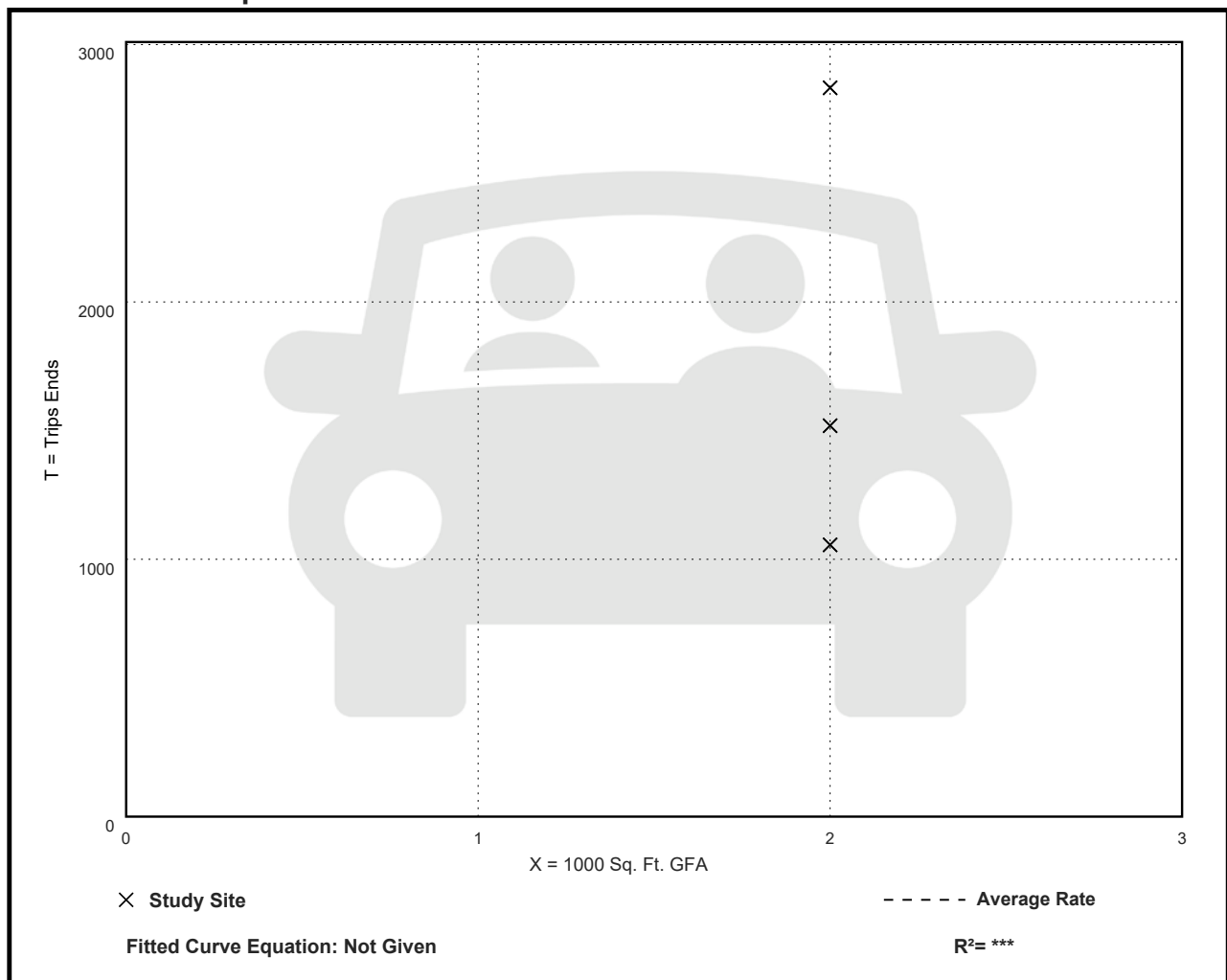
Avg. 1000 Sq. Ft. GFA: 2

Directional Distribution: 50% entering, 50% exiting

Vehicle Trip Generation per 1000 Sq. Ft. GFA

Average Rate	Range of Rates	Standard Deviation
901.17	528.00 - 1416.00	460.64

Data Plot and Equation



Convenience Store (851)

Vehicle Trip Ends vs: 1000 Sq. Ft. GFA

On a: Sunday, Peak Hour of Generator

Setting/Location: General Urban/Suburban

Number of Studies: 3

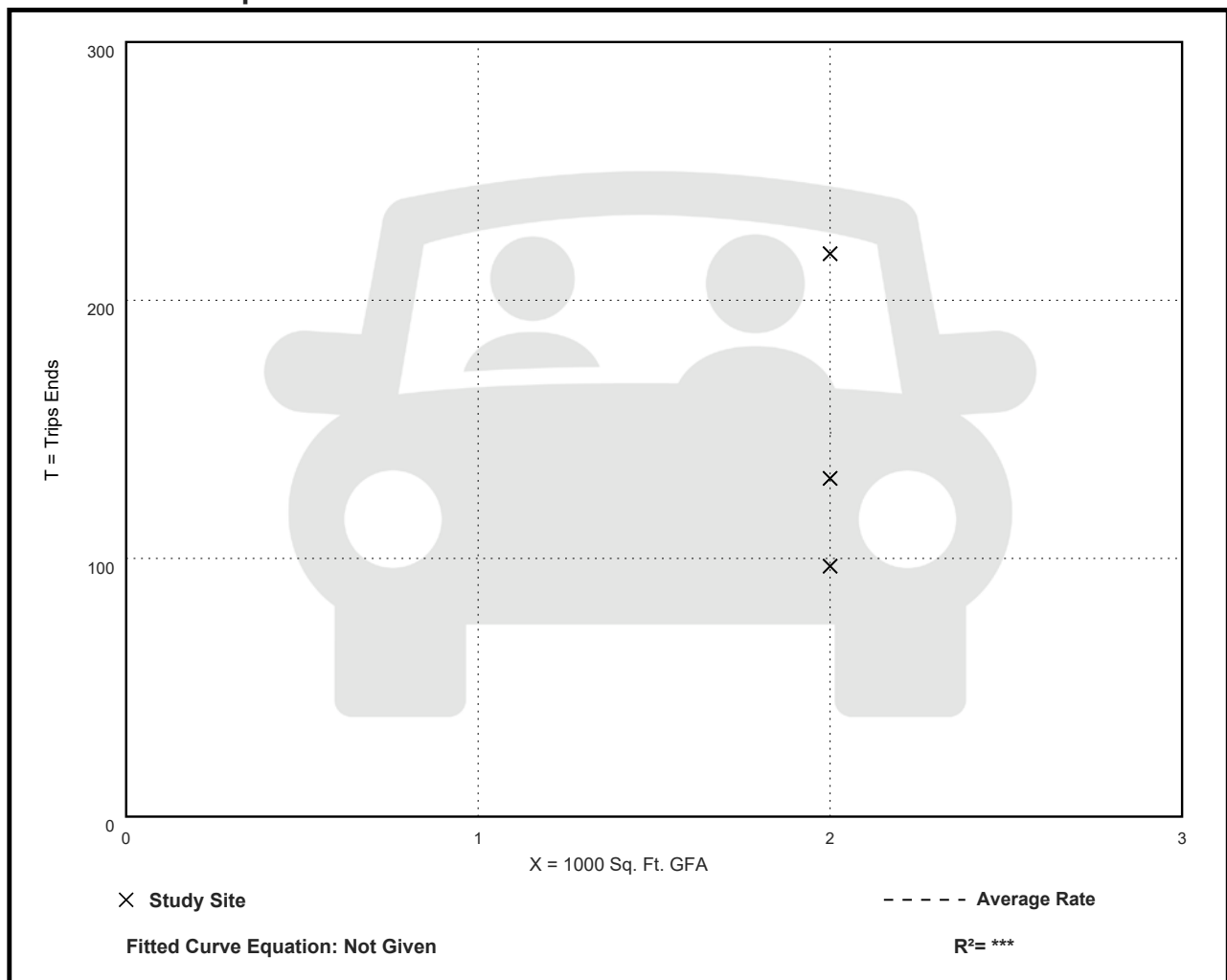
Avg. 1000 Sq. Ft. GFA: 2

Directional Distribution: 47% entering, 53% exiting

Vehicle Trip Generation per 1000 Sq. Ft. GFA

Average Rate	Range of Rates	Standard Deviation
74.33	48.50 - 109.00	31.20

Data Plot and Equation



Convenience Store (851)

Vehicle Trip Ends vs: Employees

On a: Weekday,

Peak Hour of Adjacent Street Traffic,

One Hour Between 7 and 9 a.m.

Setting/Location: General Urban/Suburban

Number of Studies: 1

Avg. Num. of Employees: 2

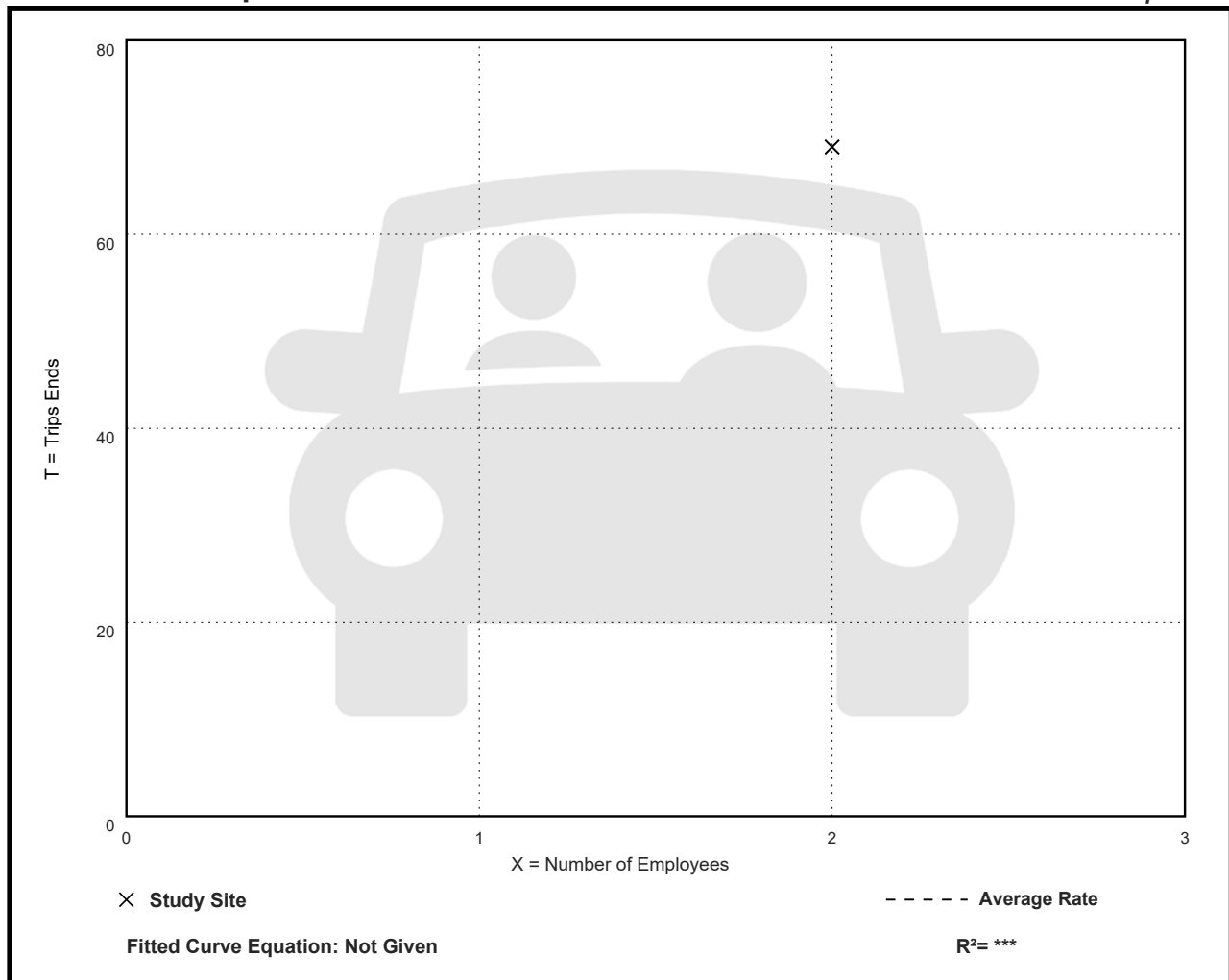
Directional Distribution: 57% entering, 43% exiting

Vehicle Trip Generation per Employee

Average Rate	Range of Rates	Standard Deviation
34.50	34.50 - 34.50	***

Data Plot and Equation

Caution – Small Sample Size



Convenience Store (851)

Vehicle Trip Ends vs: Employees

On a: Weekday,

AM Peak Hour of Generator

Setting/Location: General Urban/Suburban

Number of Studies: 2

Avg. Num. of Employees: 3

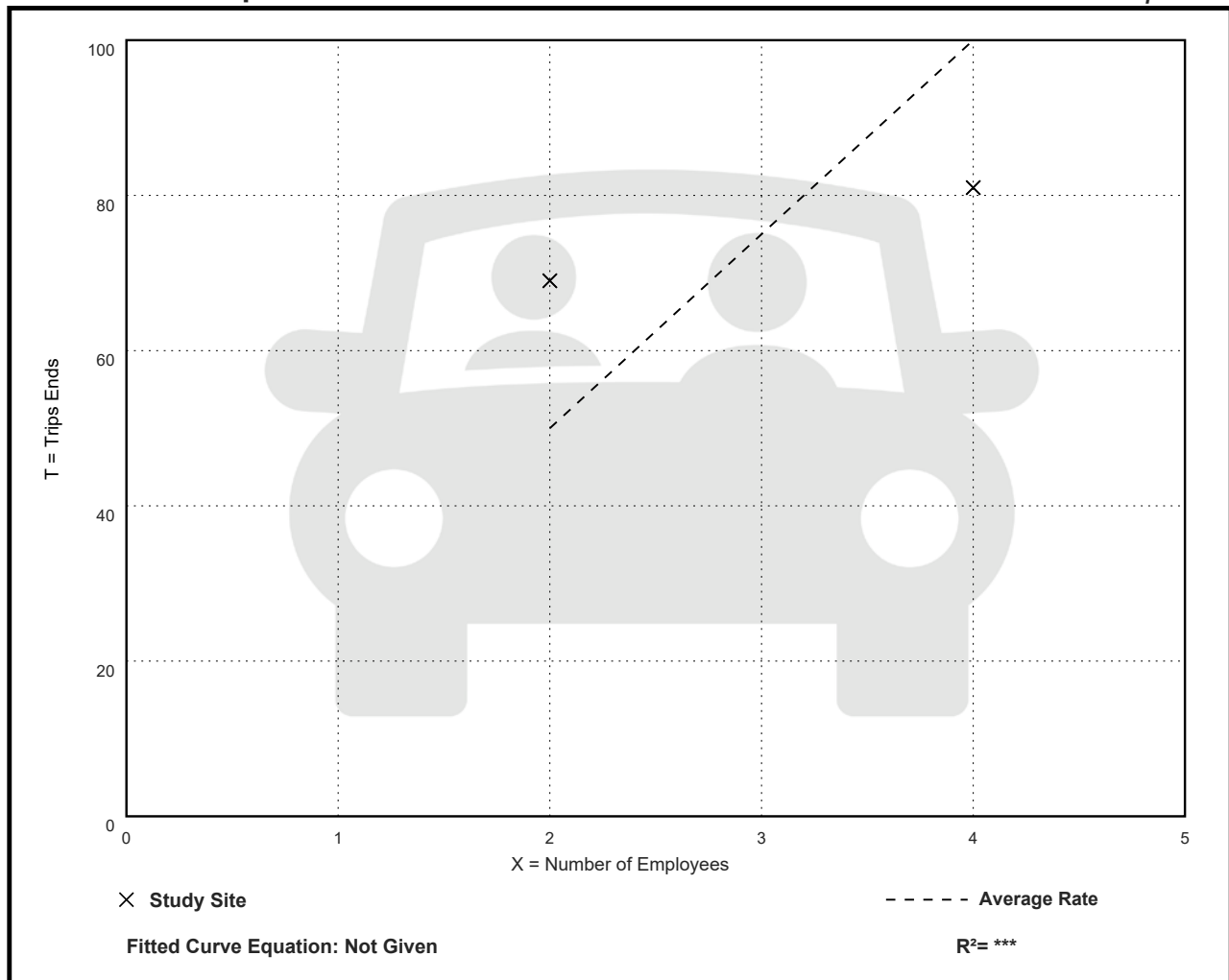
Directional Distribution: 54% entering, 46% exiting

Vehicle Trip Generation per Employee

Average Rate	Range of Rates	Standard Deviation
25.00	20.25 - 34.50	***

Data Plot and Equation

Caution – Small Sample Size



Convenience Store (851)

Vehicle Trip Ends vs: Employees

On a: Weekday,

PM Peak Hour of Generator

Setting/Location: General Urban/Suburban

Number of Studies: 2

Avg. Num. of Employees: 3

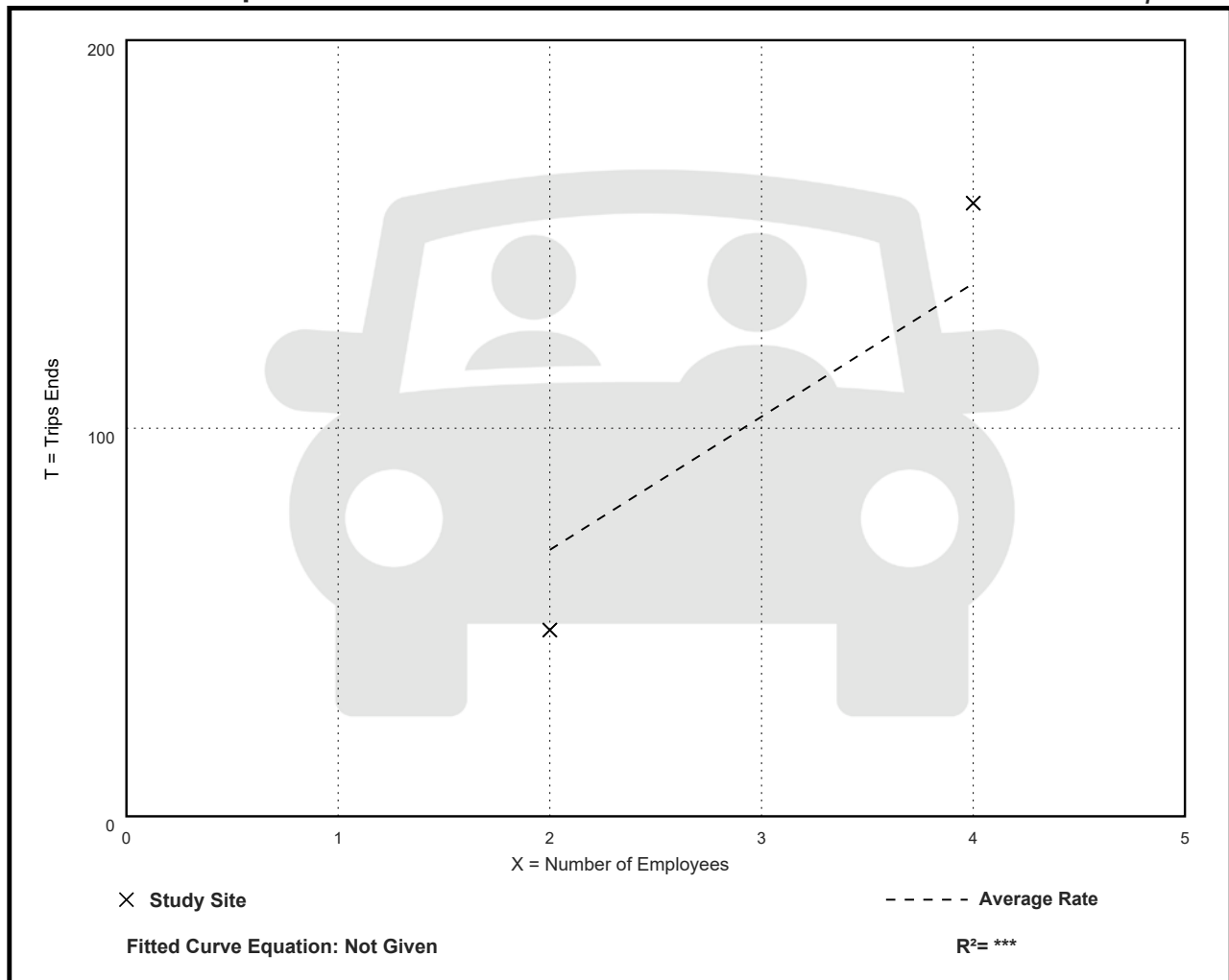
Directional Distribution: 51% entering, 49% exiting

Vehicle Trip Generation per Employee

Average Rate	Range of Rates	Standard Deviation
34.33	24.00 - 39.50	***

Data Plot and Equation

Caution – Small Sample Size



Convenience Store (851)

Walk+Bike+Transit Trip Ends vs: 1000 Sq. Ft. GFA

On a: Weekday,

Peak Hour of Adjacent Street Traffic,

One Hour Between 7 and 9 a.m.

Setting/Location: General Urban/Suburban

Number of Studies: 4

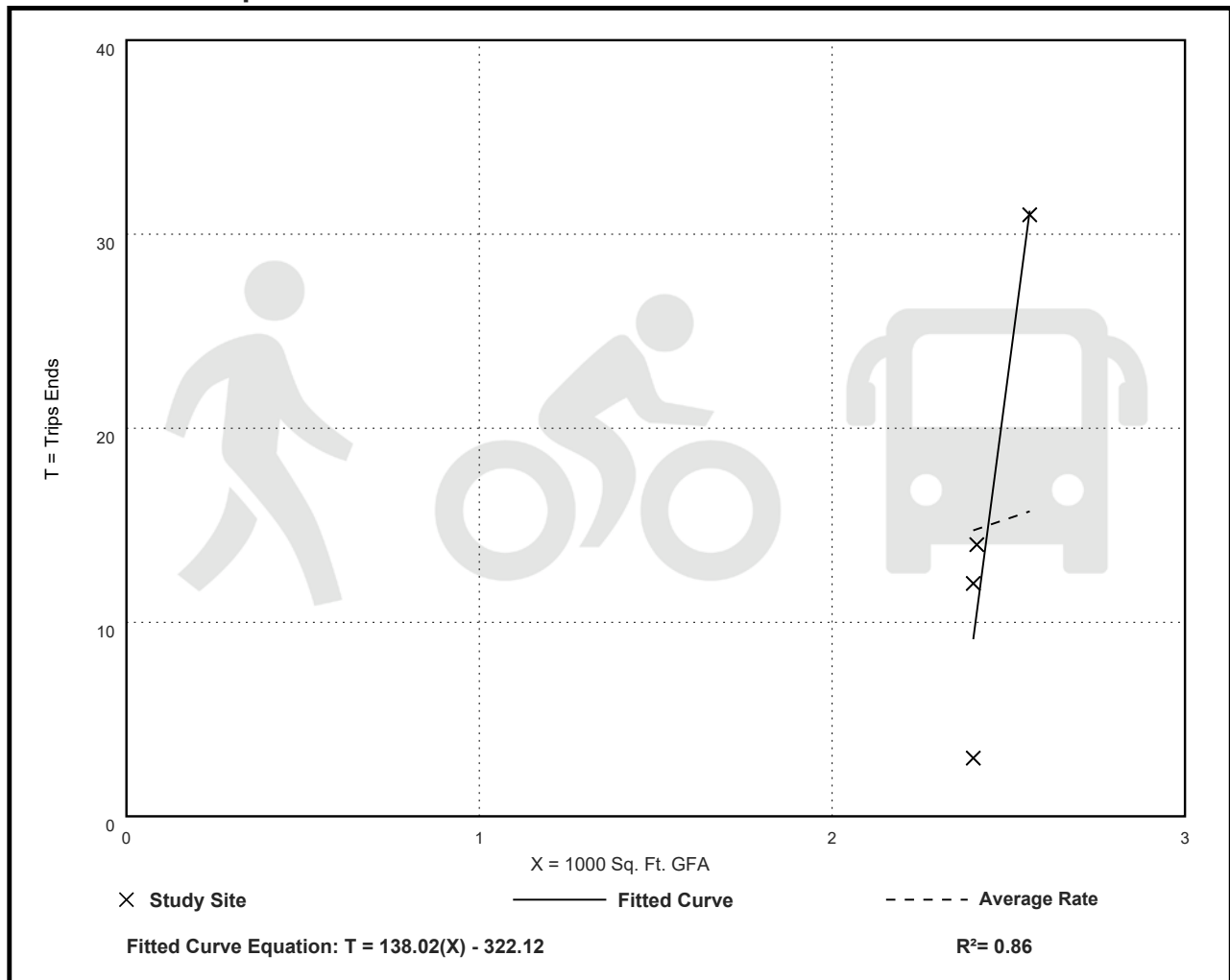
Avg. 1000 Sq. Ft. GFA: 2

Directional Distribution: Not Available

Walk+Bike+Transit Trip Generation per 1000 Sq. Ft. GFA

Average Rate	Range of Rates	Standard Deviation
6.14	1.25 - 12.11	4.55

Data Plot and Equation



Convenience Store (851)

Walk+Bike+Transit Trip Ends vs: 1000 Sq. Ft. GFA

On a: Weekday,

Peak Hour of Adjacent Street Traffic,

One Hour Between 4 and 6 p.m.

Setting/Location: General Urban/Suburban

Number of Studies: 3

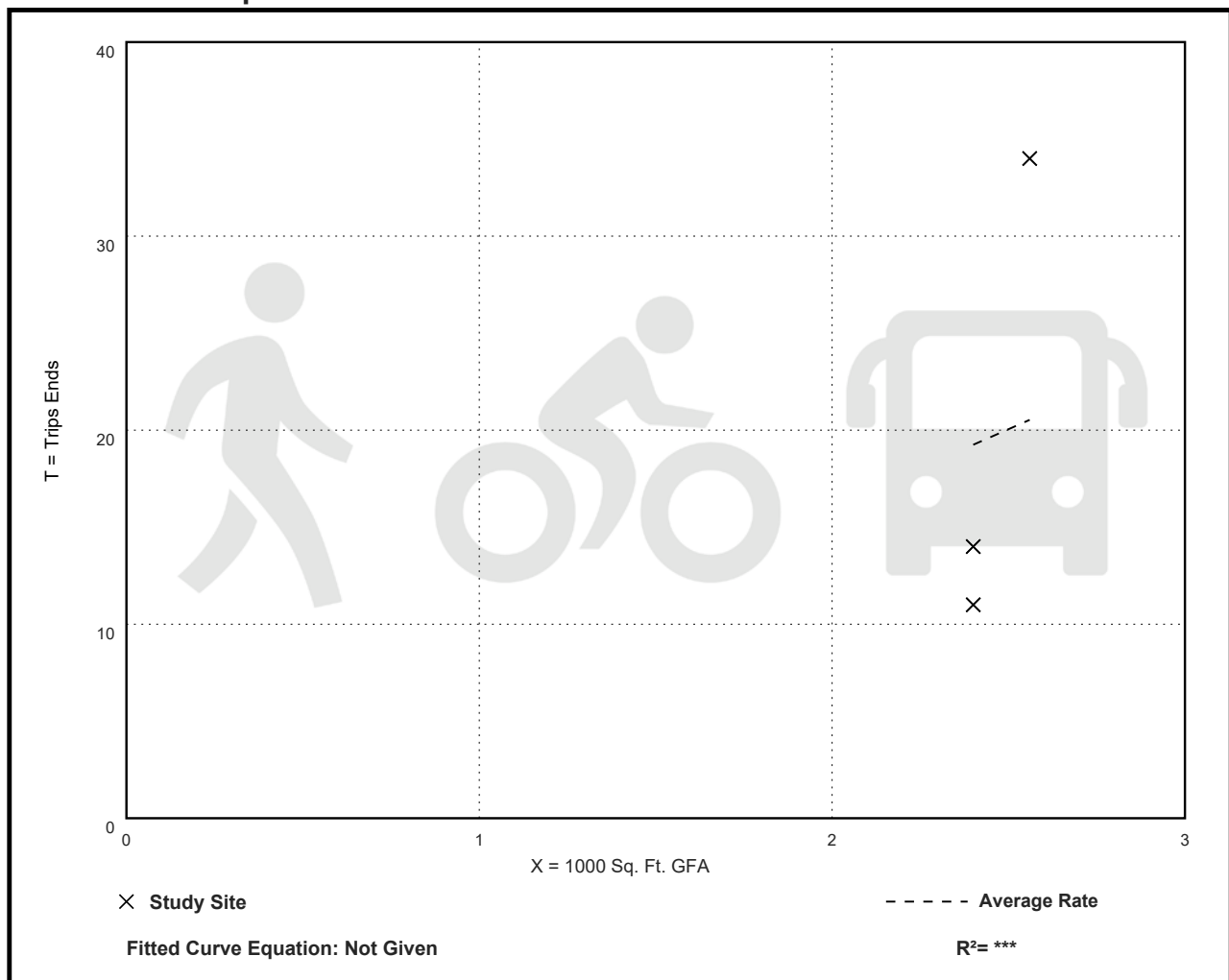
Avg. 1000 Sq. Ft. GFA: 2

Directional Distribution: Not Available

Walk+Bike+Transit Trip Generation per 1000 Sq. Ft. GFA

Average Rate	Range of Rates	Standard Deviation
8.02	4.58 - 13.28	4.75

Data Plot and Equation



Convenience Store (851)

Walk+Bike+Transit Trip Ends vs: 1000 Sq. Ft. GFA

On a: Weekday,

PM Peak Hour of Generator

Setting/Location: General Urban/Suburban

Number of Studies: 2

Avg. 1000 Sq. Ft. GFA: 2

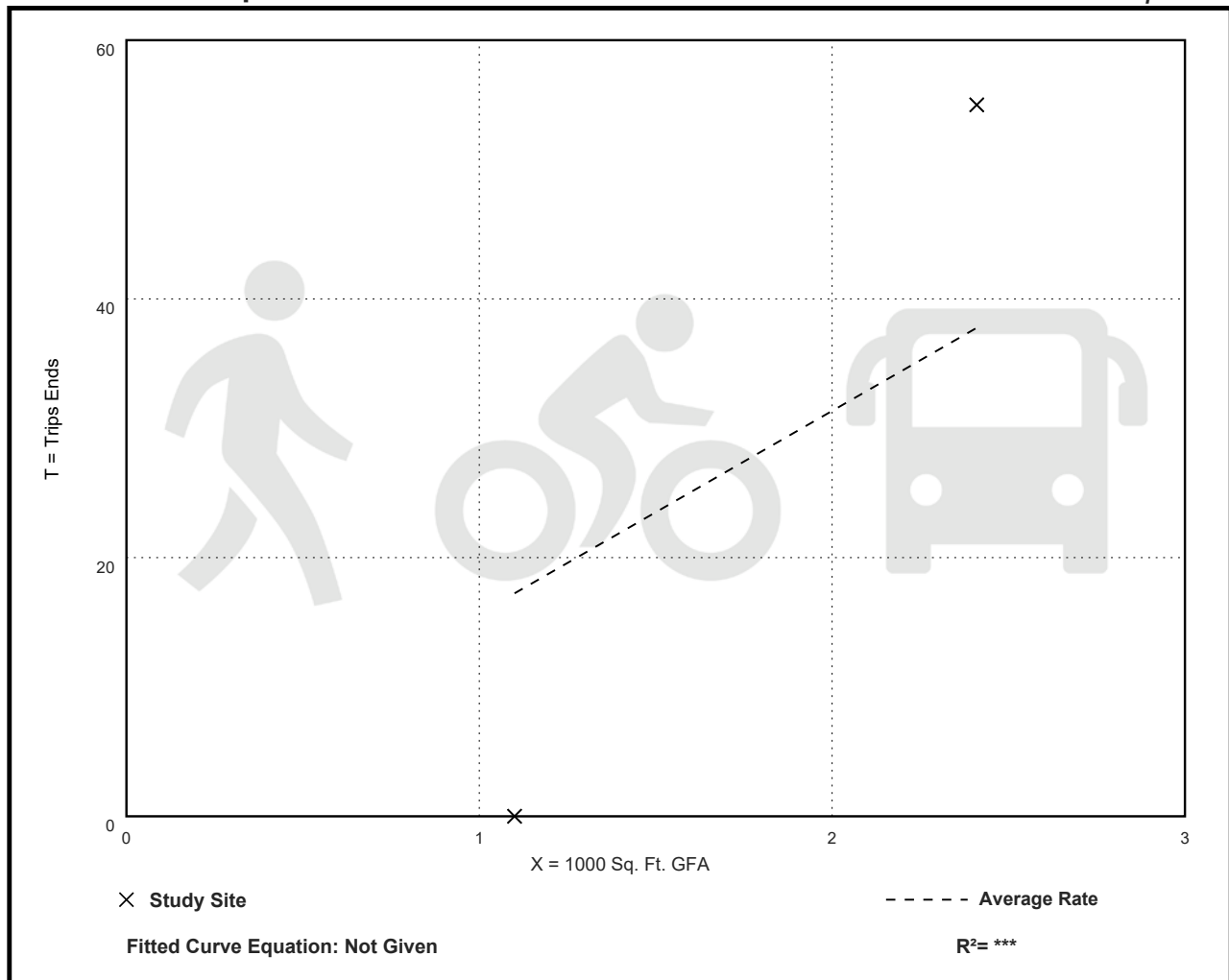
Directional Distribution: Not Available

Walk+Bike+Transit Trip Generation per 1000 Sq. Ft. GFA

Average Rate	Range of Rates	Standard Deviation
15.67	0.00 - 22.82	***

Data Plot and Equation

Caution – Small Sample Size



Convenience Store (851)

Walk+Bike+Transit Trip Ends vs: Employees

On a: Weekday,

Peak Hour of Adjacent Street Traffic,

One Hour Between 7 and 9 a.m.

Setting/Location: General Urban/Suburban

Number of Studies: 1

Avg. Num. of Employees: 2

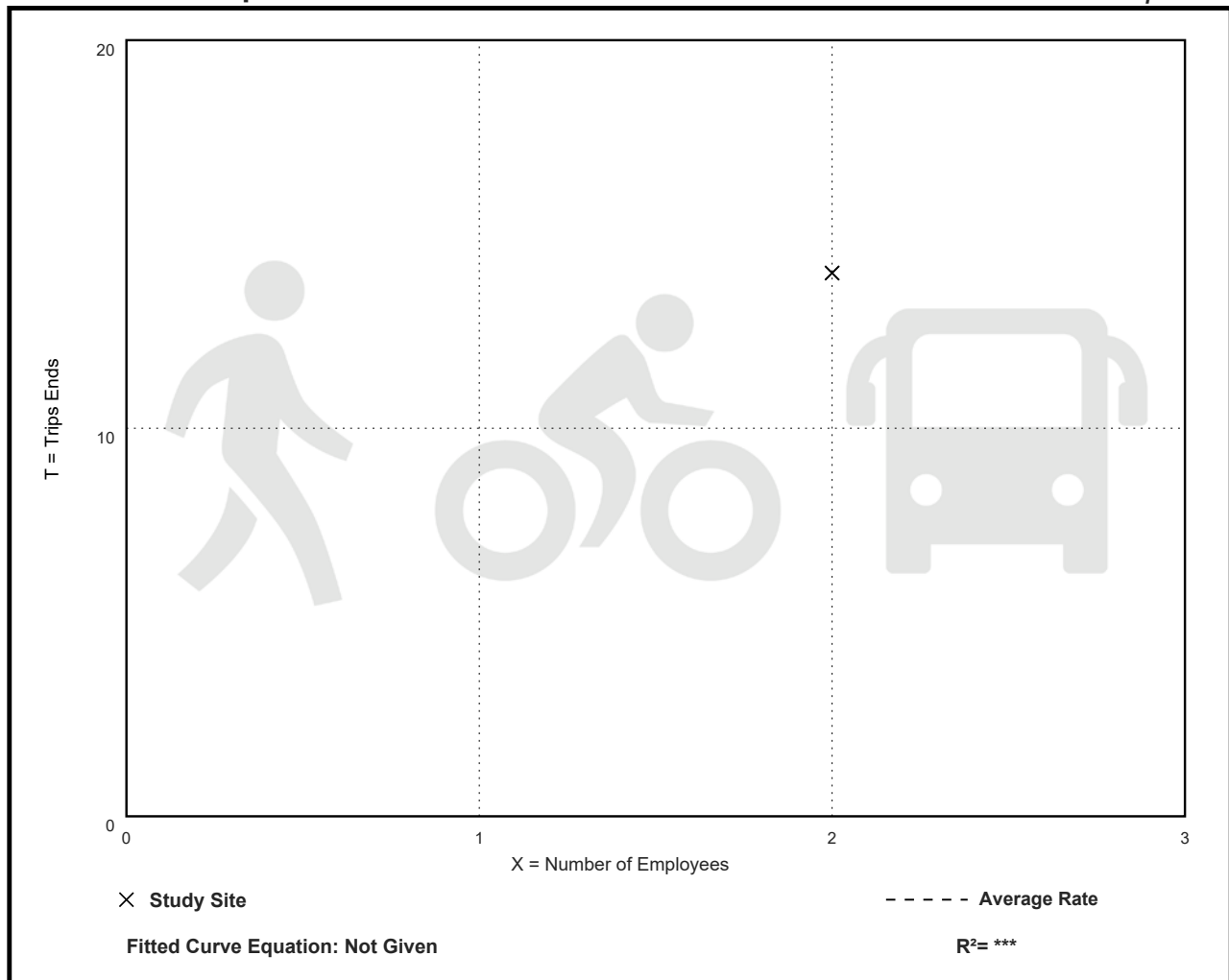
Directional Distribution: Not Available

Walk+Bike+Transit Trip Generation per Employee

Average Rate	Range of Rates	Standard Deviation
7.00	7.00 - 7.00	***

Data Plot and Equation

Caution – Small Sample Size



Convenience Store (851)

Walk+Bike+Transit Trip Ends vs: Employees

On a: Weekday,

PM Peak Hour of Generator

Setting/Location: General Urban/Suburban

Number of Studies: 2

Avg. Num. of Employees: 3

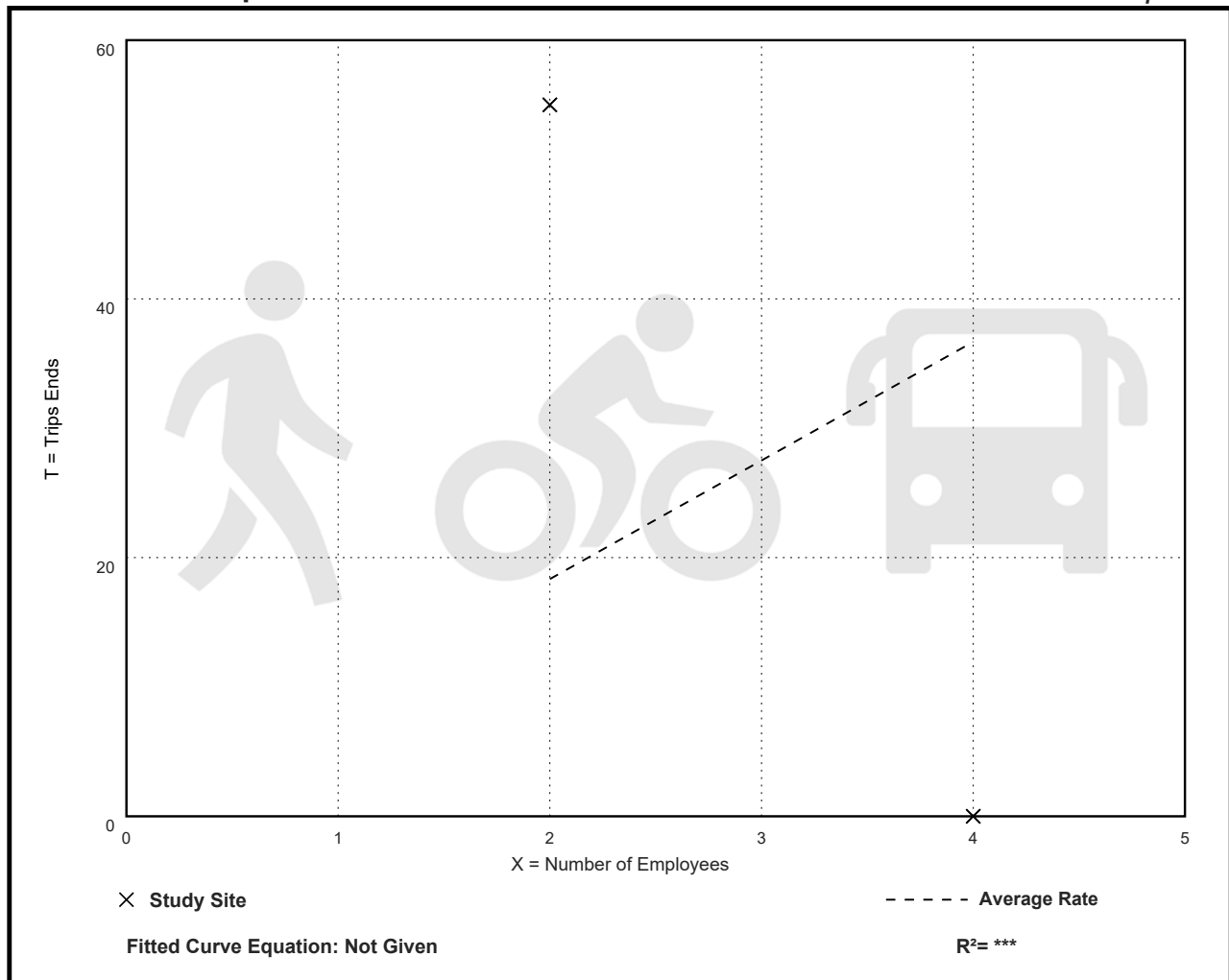
Directional Distribution: Not Available

Walk+Bike+Transit Trip Generation per Employee

Average Rate	Range of Rates	Standard Deviation
9.17	0.00 - 27.50	***

Data Plot and Equation

Caution – Small Sample Size



Land Use: 882

Marijuana Dispensary

Description

A marijuana dispensary is a stand-alone facility where cannabis is sold to patients or retail consumers in a legal manner. Marijuana cultivation and processing facility (Land Use 190) is a related land use.

Additional Data

The technical appendices provide supporting information on time-of-day distributions for this land use. The appendices can be accessed through either the ITETripGen web app or the trip generation resource page on the ITE website (<https://www.ite.org/technical-resources/topics/trip-and-parking-generation/>).

The sites were surveyed in the 2010s in California, Colorado, Massachusetts, and Oregon.

Source Numbers

867, 893, 919, 1041, 1059

Marijuana Dispensary (882)

Vehicle Trip Ends vs: 1000 Sq. Ft. GFA
On a: Weekday

Setting/Location: General Urban/Suburban

Number of Studies: 7

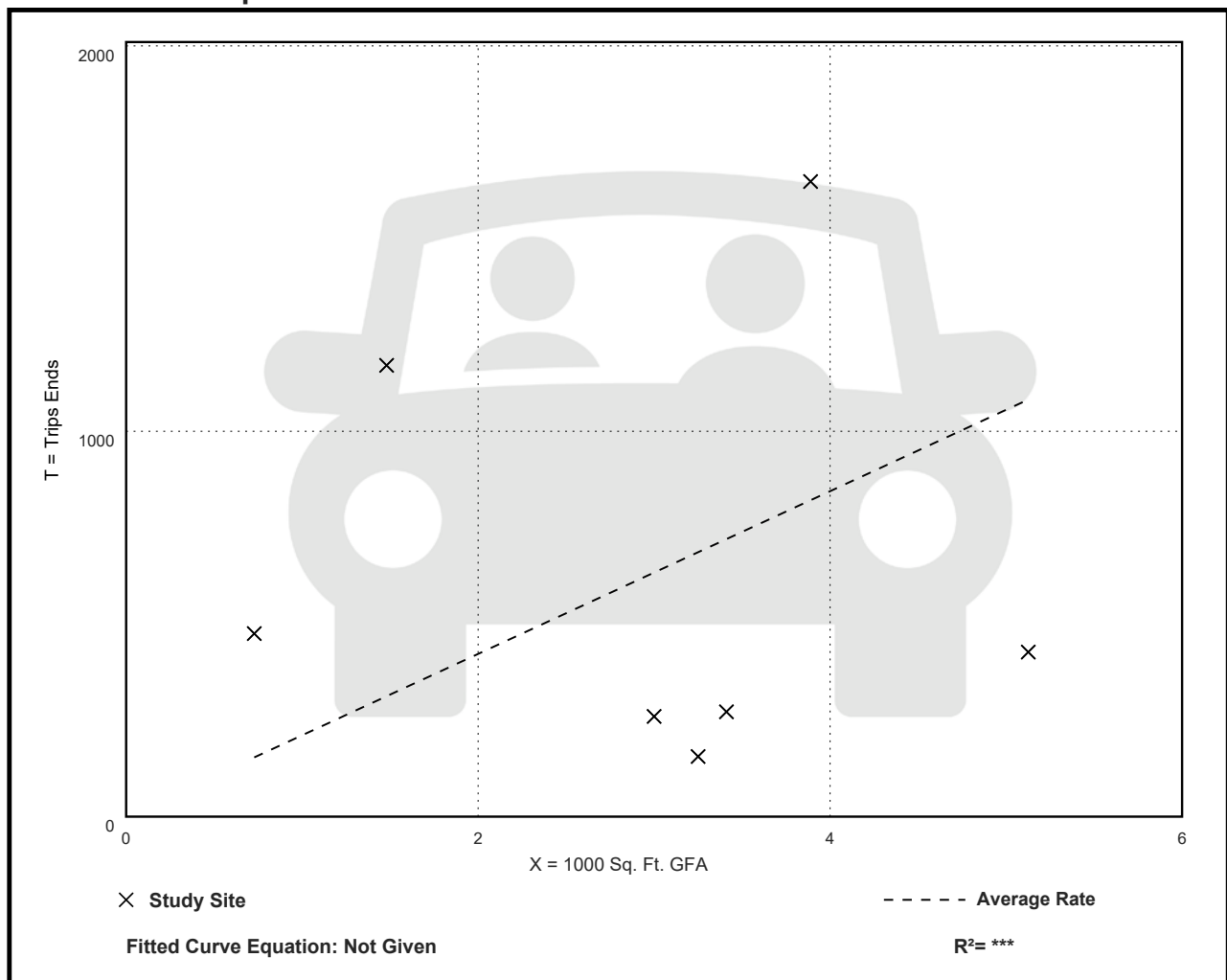
Avg. 1000 Sq. Ft. GFA: 3

Directional Distribution: 50% entering, 50% exiting

Vehicle Trip Generation per 1000 Sq. Ft. GFA

Average Rate	Range of Rates	Standard Deviation
211.12	48.00 - 791.22	246.90

Data Plot and Equation



Marijuana Dispensary (882)

Vehicle Trip Ends vs: 1000 Sq. Ft. GFA

On a: Weekday,

Peak Hour of Adjacent Street Traffic,

One Hour Between 7 and 9 a.m.

Setting/Location: General Urban/Suburban

Number of Studies: 6

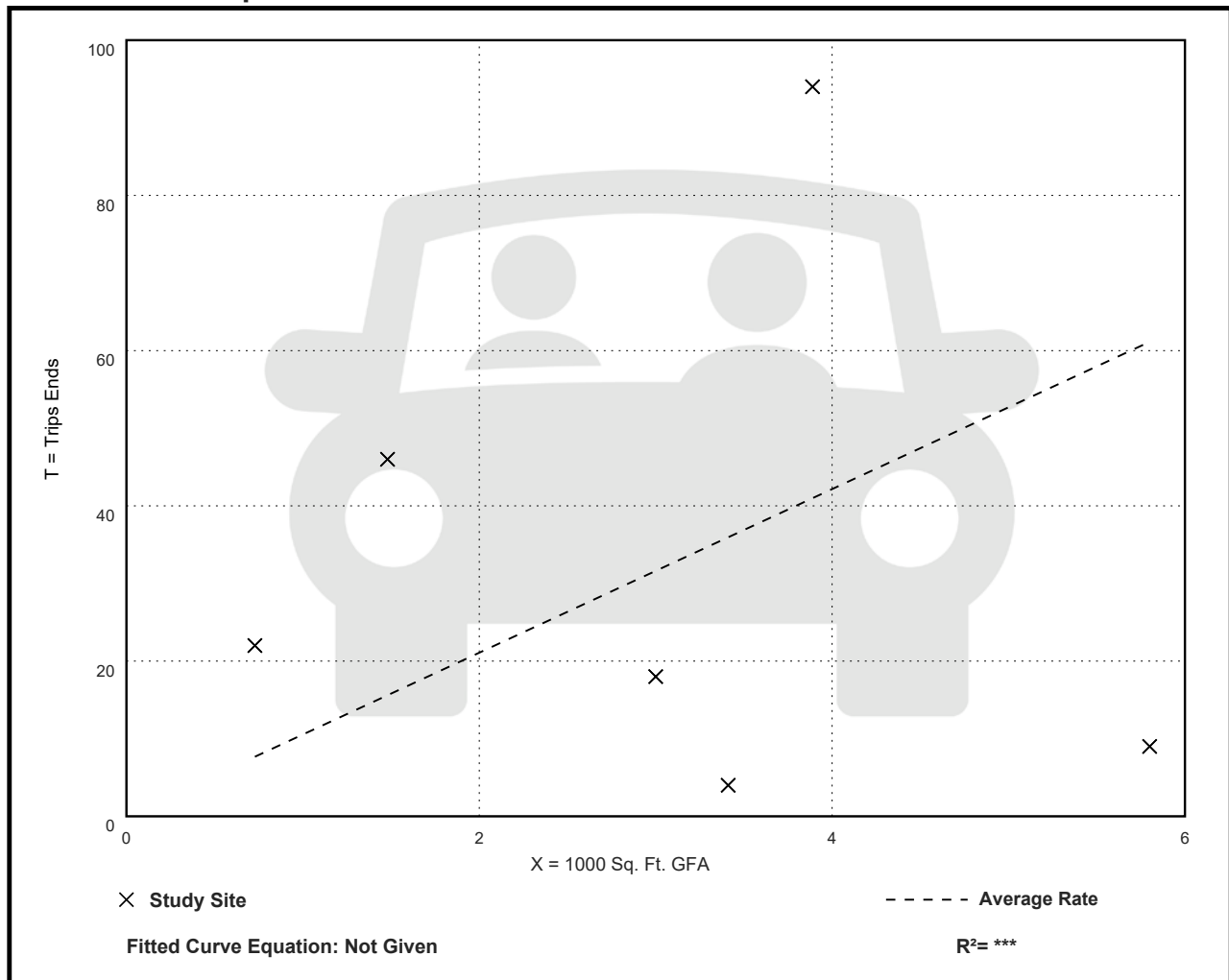
Avg. 1000 Sq. Ft. GFA: 3

Directional Distribution: 52% entering, 48% exiting

Vehicle Trip Generation per 1000 Sq. Ft. GFA

Average Rate	Range of Rates	Standard Deviation
10.54	1.17 - 31.08	12.69

Data Plot and Equation



Marijuana Dispensary (882)

Vehicle Trip Ends vs: 1000 Sq. Ft. GFA

On a: Weekday,

Peak Hour of Adjacent Street Traffic,

One Hour Between 4 and 6 p.m.

Setting/Location: General Urban/Suburban

Number of Studies: 16

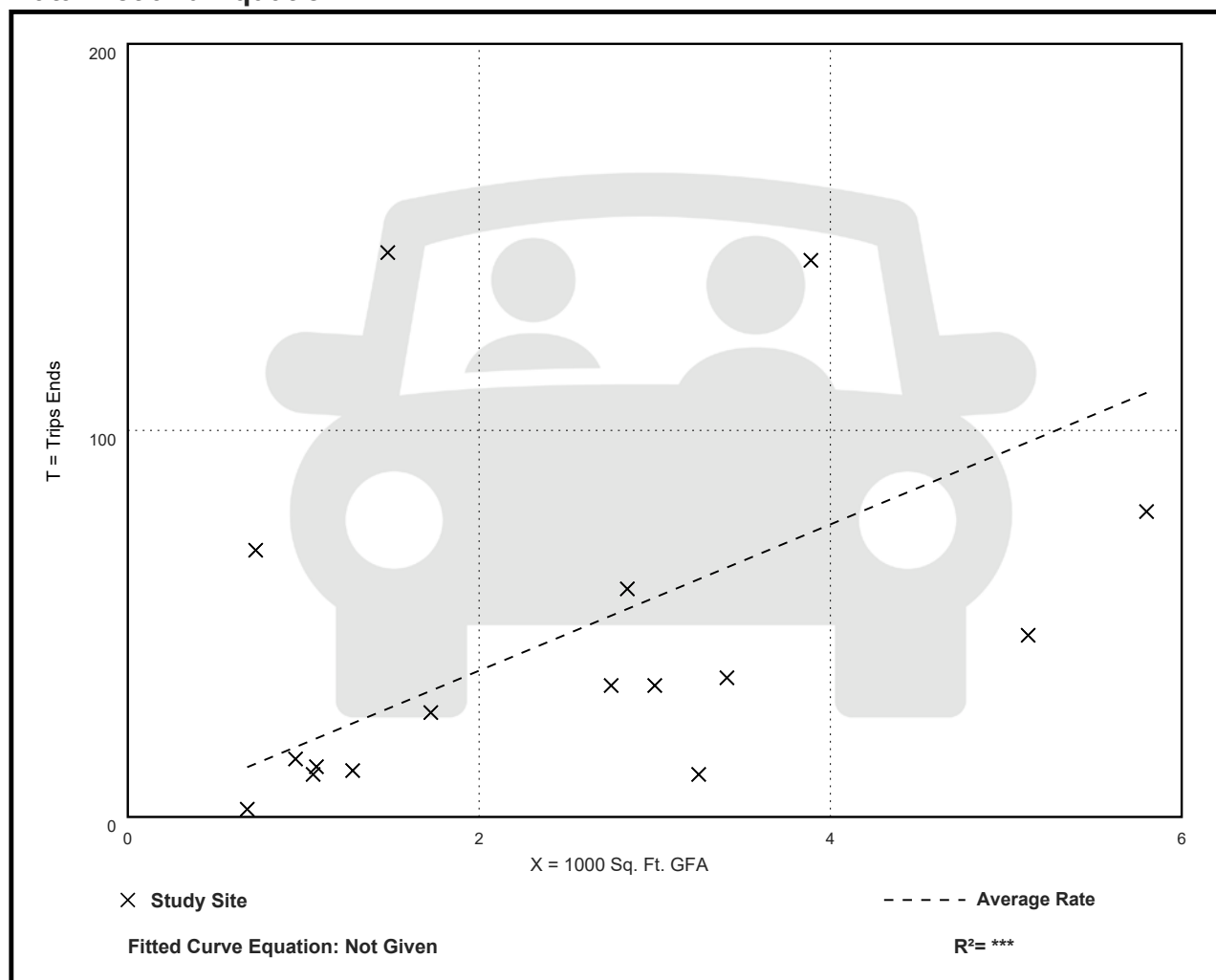
Avg. 1000 Sq. Ft. GFA: 2

Directional Distribution: 50% entering, 50% exiting

Vehicle Trip Generation per 1000 Sq. Ft. GFA

Average Rate	Range of Rates	Standard Deviation
18.92	2.94 - 98.65	21.73

Data Plot and Equation



Marijuana Dispensary (882)

Vehicle Trip Ends vs: 1000 Sq. Ft. GFA

On a: Weekday,

AM Peak Hour of Generator

Setting/Location: General Urban/Suburban

Number of Studies: 7

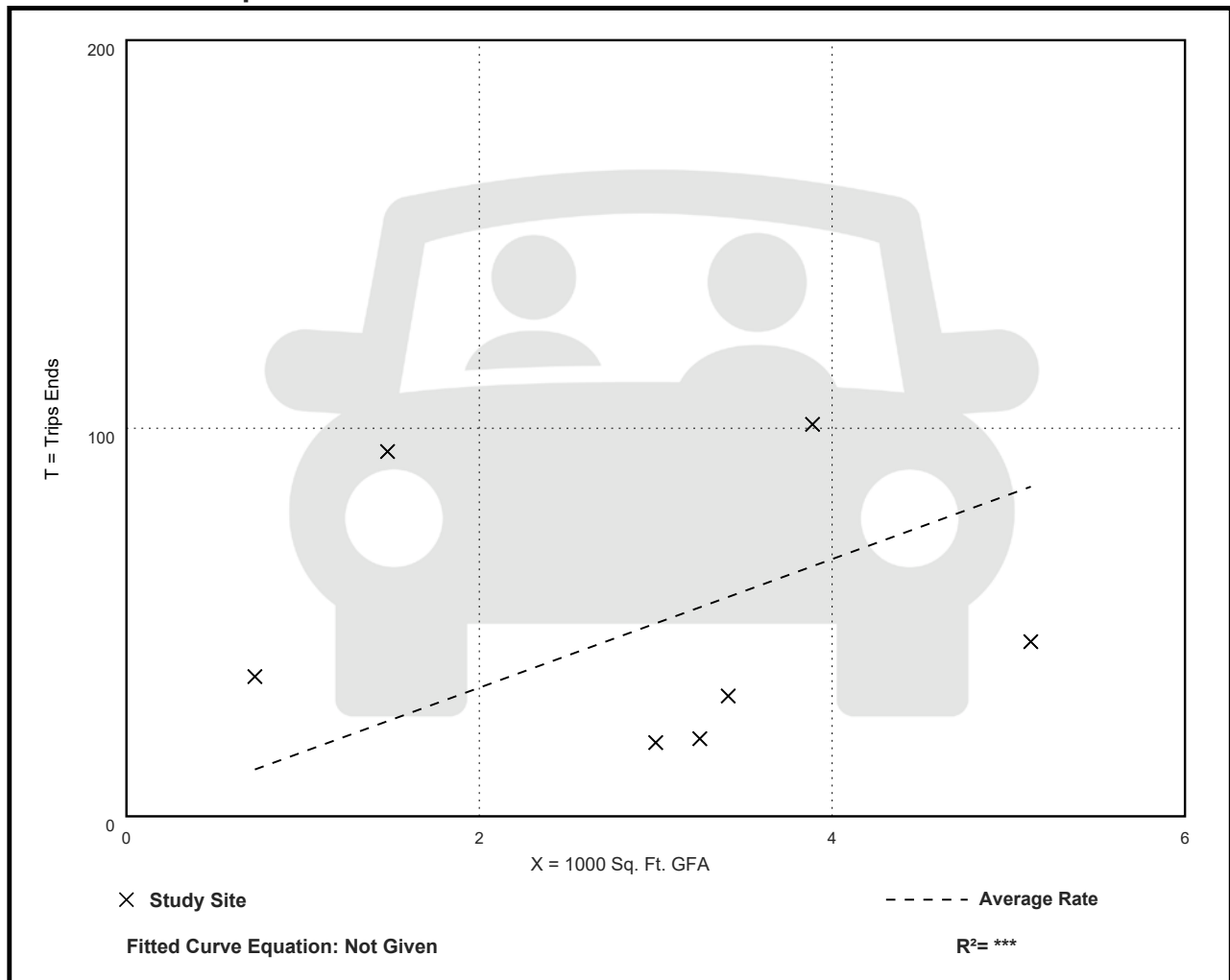
Avg. 1000 Sq. Ft. GFA: 3

Directional Distribution: 54% entering, 46% exiting

Vehicle Trip Generation per 1000 Sq. Ft. GFA

Average Rate	Range of Rates	Standard Deviation
16.57	6.15 - 63.51	17.63

Data Plot and Equation



Marijuana Dispensary (882)

Vehicle Trip Ends vs: 1000 Sq. Ft. GFA

On a: Weekday,

PM Peak Hour of Generator

Setting/Location: General Urban/Suburban

Number of Studies: 12

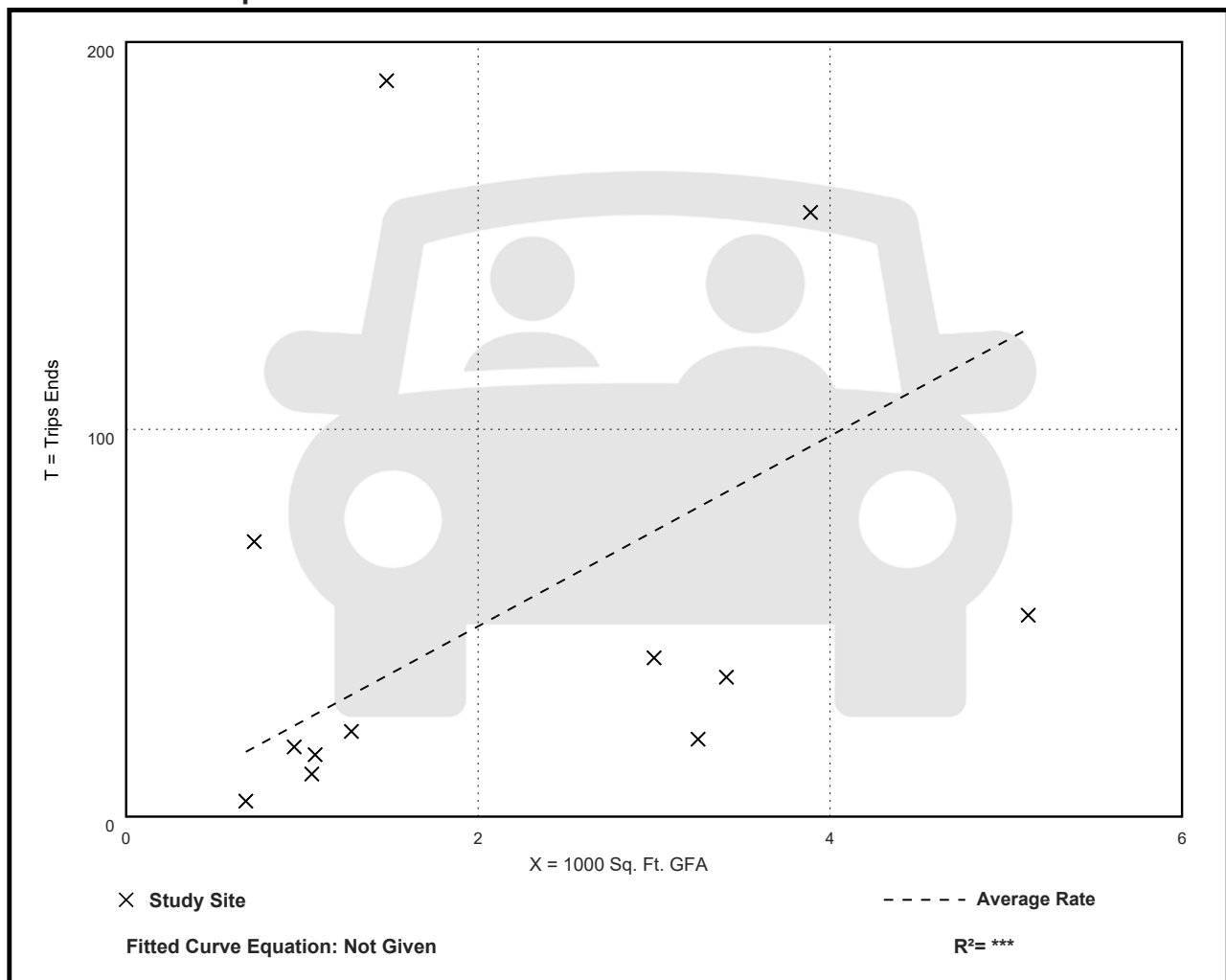
Avg. 1000 Sq. Ft. GFA: 2

Directional Distribution: 49% entering, 51% exiting

Vehicle Trip Generation per 1000 Sq. Ft. GFA

Average Rate	Range of Rates	Standard Deviation
24.57	5.88 - 128.38	32.18

Data Plot and Equation



Marijuana Dispensary (882)

Vehicle Trip Ends vs: 1000 Sq. Ft. GFA
On a: Saturday

Setting/Location: General Urban/Suburban

Number of Studies: 4

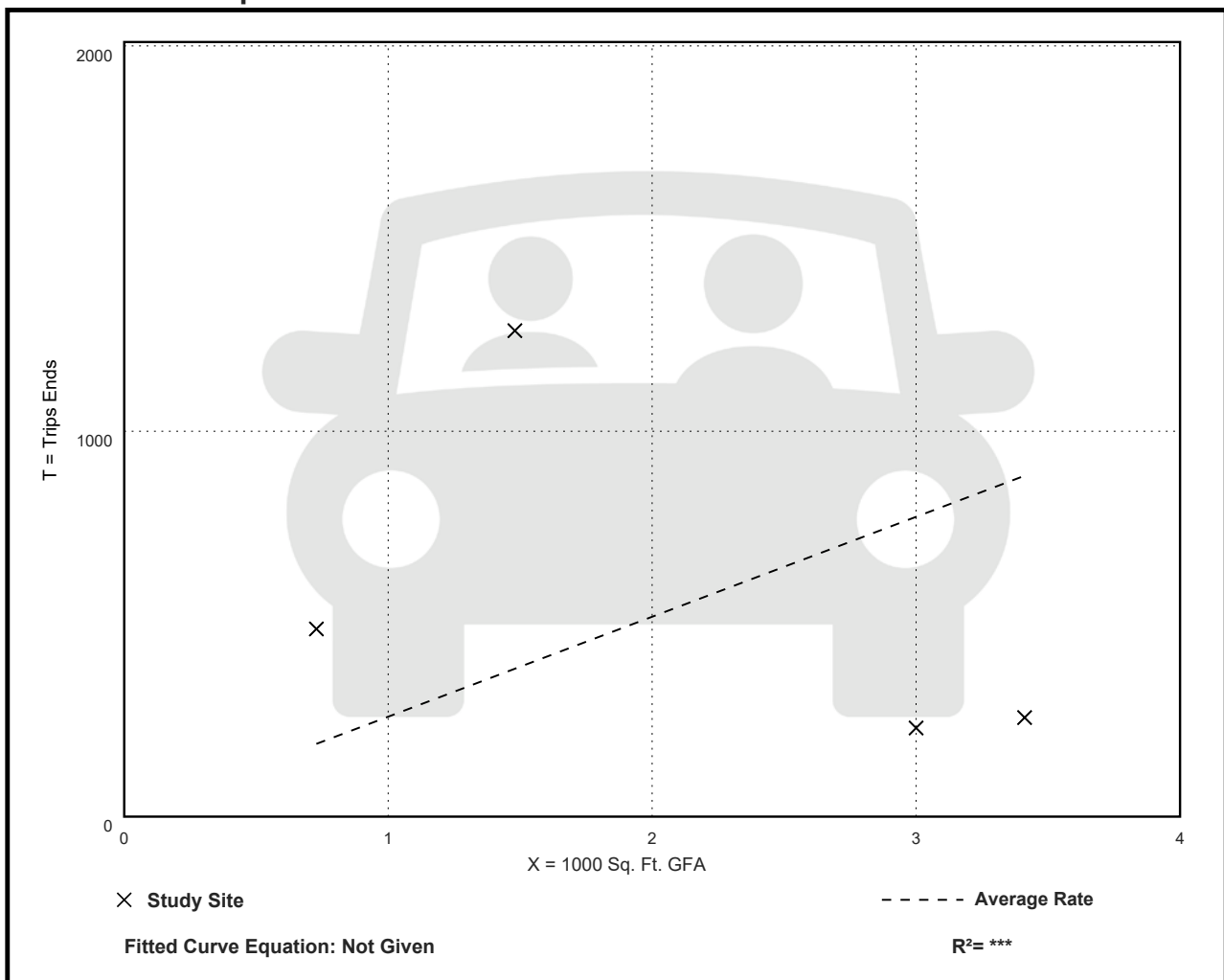
Avg. 1000 Sq. Ft. GFA: 2

Directional Distribution: 50% entering, 50% exiting

Vehicle Trip Generation per 1000 Sq. Ft. GFA

Average Rate	Range of Rates	Standard Deviation
259.31	75.34 - 852.03	364.24

Data Plot and Equation



Marijuana Dispensary (882)

Vehicle Trip Ends vs: 1000 Sq. Ft. GFA

On a: Saturday, Peak Hour of Generator

Setting/Location: General Urban/Suburban

Number of Studies: 5

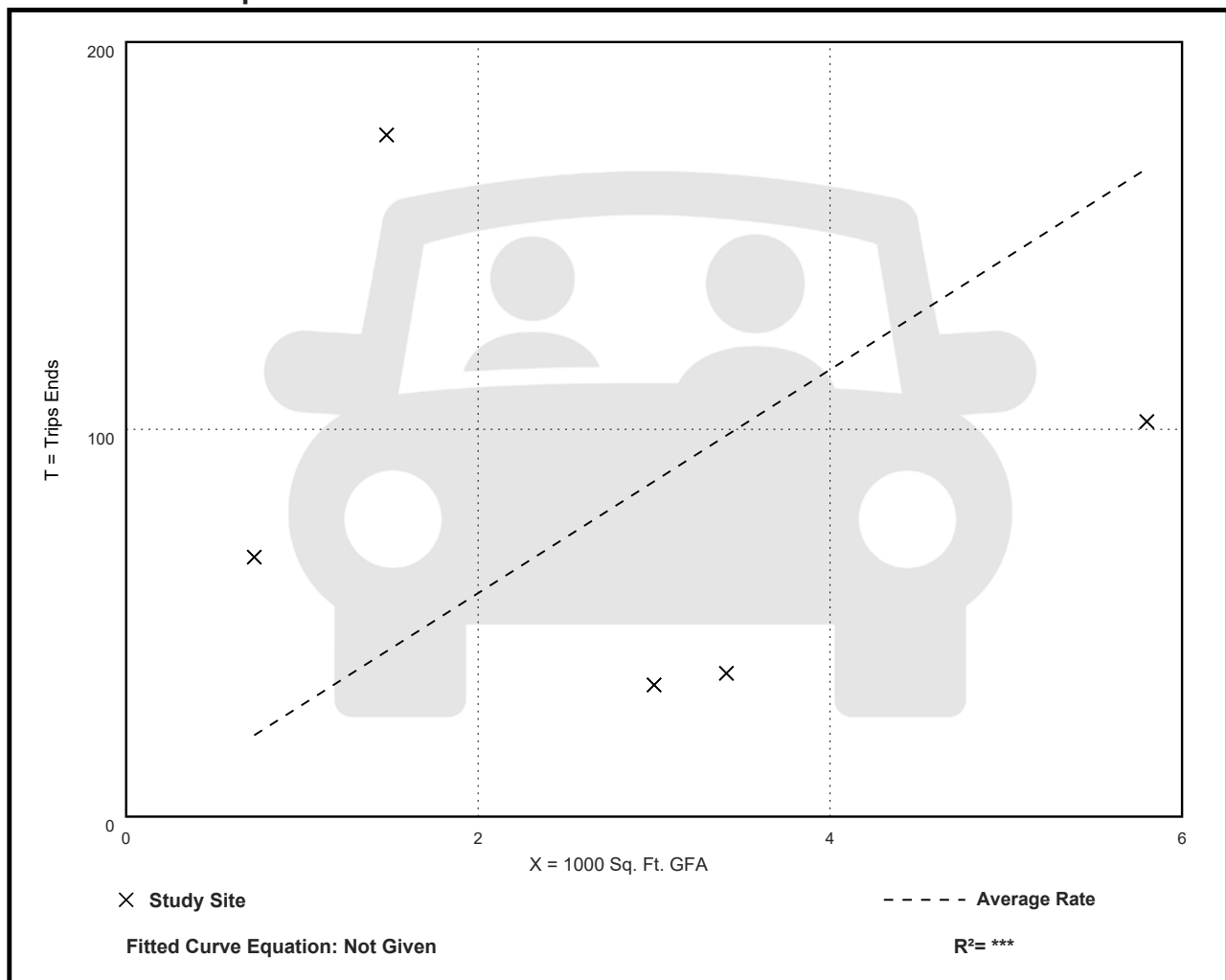
Avg. 1000 Sq. Ft. GFA: 3

Directional Distribution: 50% entering, 50% exiting

Vehicle Trip Generation per 1000 Sq. Ft. GFA

Average Rate	Range of Rates	Standard Deviation
28.85	10.85 - 118.92	39.14

Data Plot and Equation



Land Use: 930

Fast Casual Restaurant

Description

A fast casual restaurant is a sit-down restaurant with no (or very limited) wait staff or table service. A customer typically orders off a menu board, pays for food before the food is prepared, and seats themselves. The menu generally contains higher-quality, made-to-order food items with fewer frozen or processed ingredients than at a fast-food restaurant. Most patrons eat their meal within the restaurant, but a significant proportion of the restaurant sales can be carry-out orders. A fast casual restaurant typically serves lunch and dinner; some serve breakfast. A typical duration of stay for an eat-in customer is 40 minutes or less. Fine dining restaurant (Land Use 931), high-turnover (sit-down) restaurant (Land Use 932), and fast-food restaurant without drive-through window (Land Use 933) are related uses.

Additional Data

The fast casual restaurant study sites included in this land use did not have a drive-through window.

The technical appendices provide supporting information on time-of-day distributions for this land use. The appendices can be accessed through either the ITETripGen web app or the trip generation resource page on the ITE website (<https://www.ite.org/technical-resources/topics/trip-and-parking-generation/>).

The sites were surveyed in the 2010s in Minnesota, South Carolina, Washington, and Wisconsin.

Source Numbers

861, 869, 939, 959, 962, 1048

Fast Casual Restaurant (930)

Vehicle Trip Ends vs: 1000 Sq. Ft. GFA
On a: Weekday

Setting/Location: General Urban/Suburban

Number of Studies: 1

Avg. 1000 Sq. Ft. GFA: 1

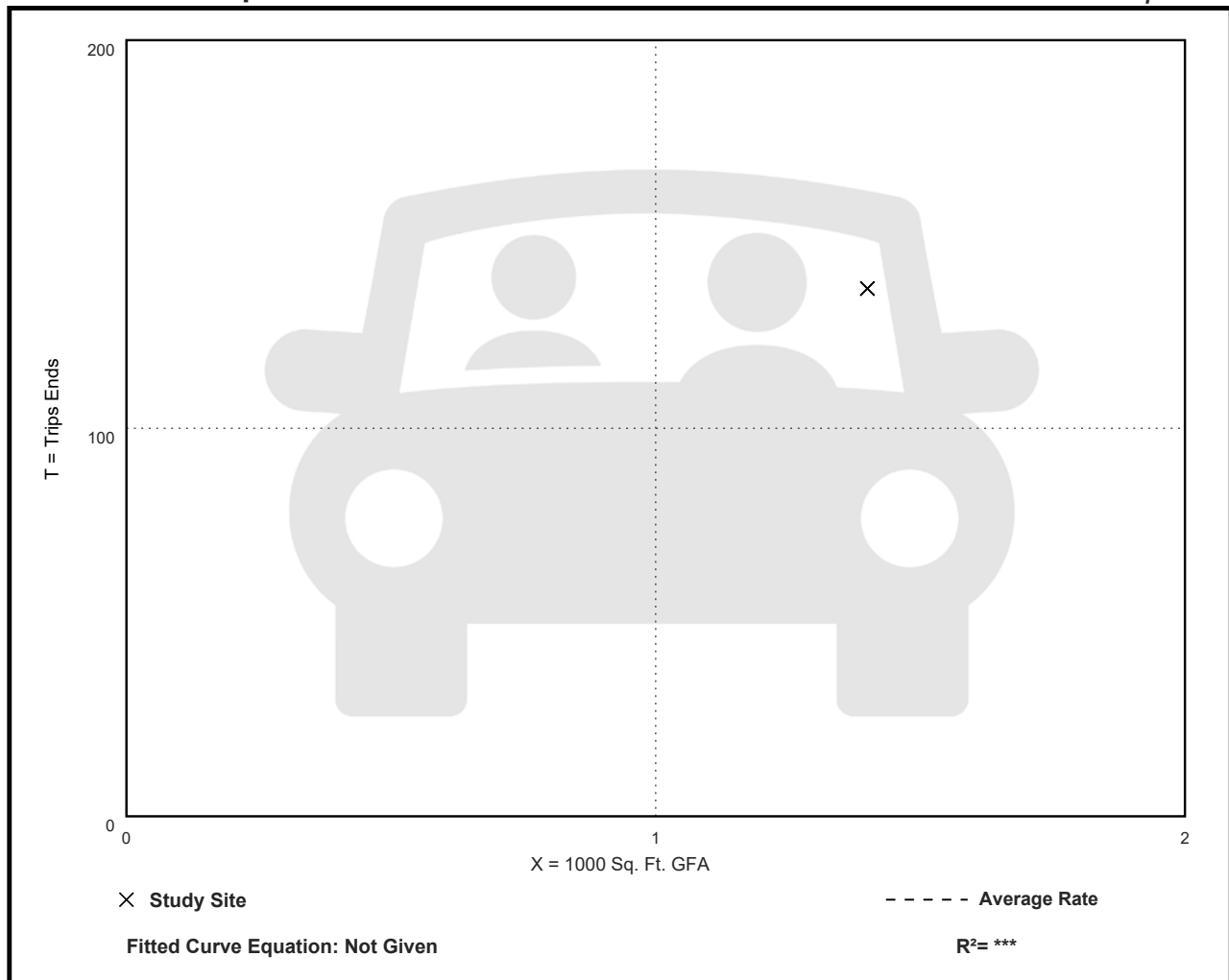
Directional Distribution: 50% entering, 50% exiting

Vehicle Trip Generation per 1000 Sq. Ft. GFA

Average Rate	Range of Rates	Standard Deviation
97.14	97.14 - 97.14	***

Data Plot and Equation

Caution – Small Sample Size



Fast Casual Restaurant (930)

Vehicle Trip Ends vs: 1000 Sq. Ft. GFA

On a: Weekday,

Peak Hour of Adjacent Street Traffic,

One Hour Between 7 and 9 a.m.

Setting/Location: General Urban/Suburban

Number of Studies: 1

Avg. 1000 Sq. Ft. GFA: 1

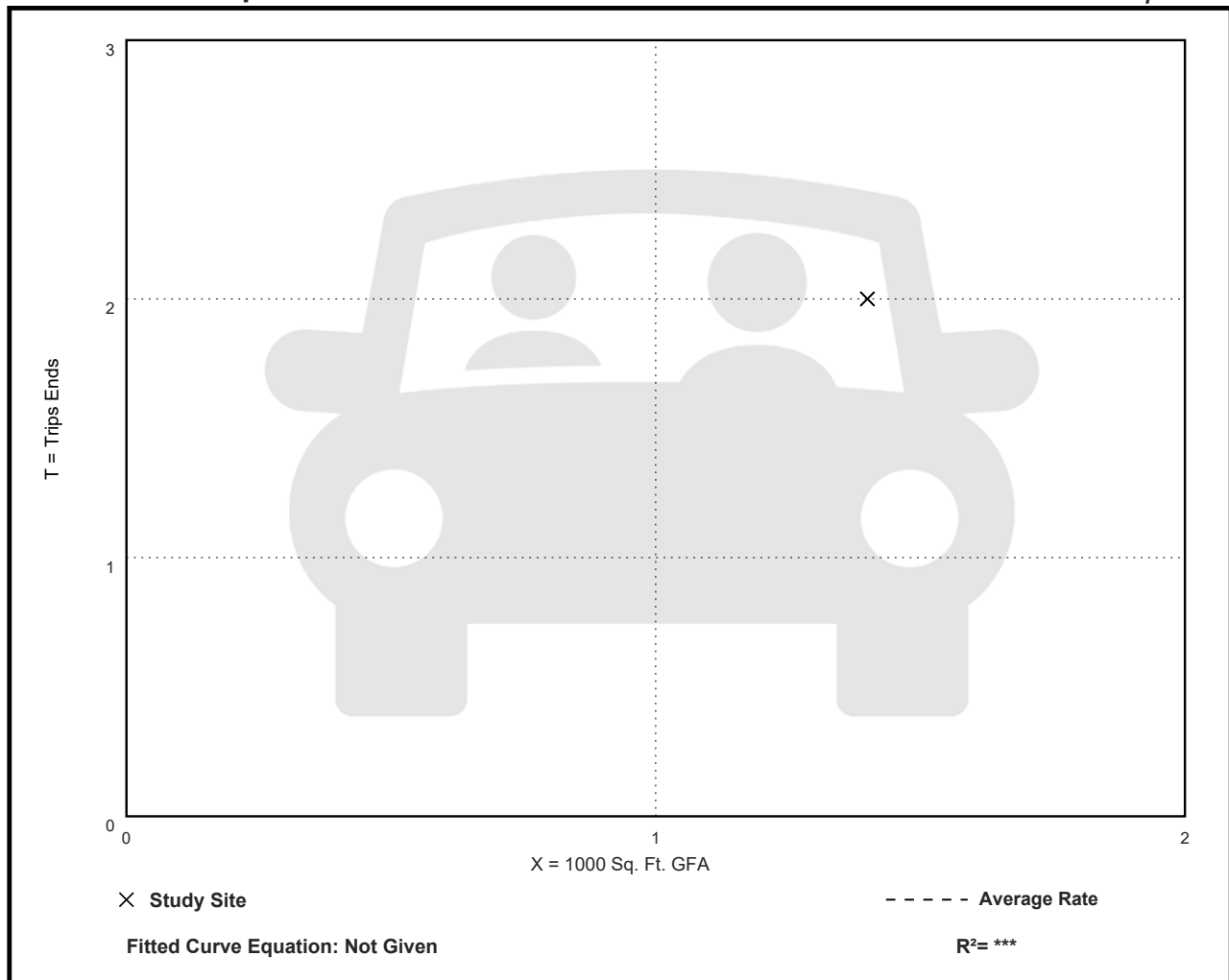
Directional Distribution: 50% entering, 50% exiting

Vehicle Trip Generation per 1000 Sq. Ft. GFA

Average Rate	Range of Rates	Standard Deviation
1.43	1.43 - 1.43	***

Data Plot and Equation

Caution – Small Sample Size



Fast Casual Restaurant (930)

Vehicle Trip Ends vs: 1000 Sq. Ft. GFA

On a: Weekday,

Peak Hour of Adjacent Street Traffic,

One Hour Between 4 and 6 p.m.

Setting/Location: General Urban/Suburban

Number of Studies: 15

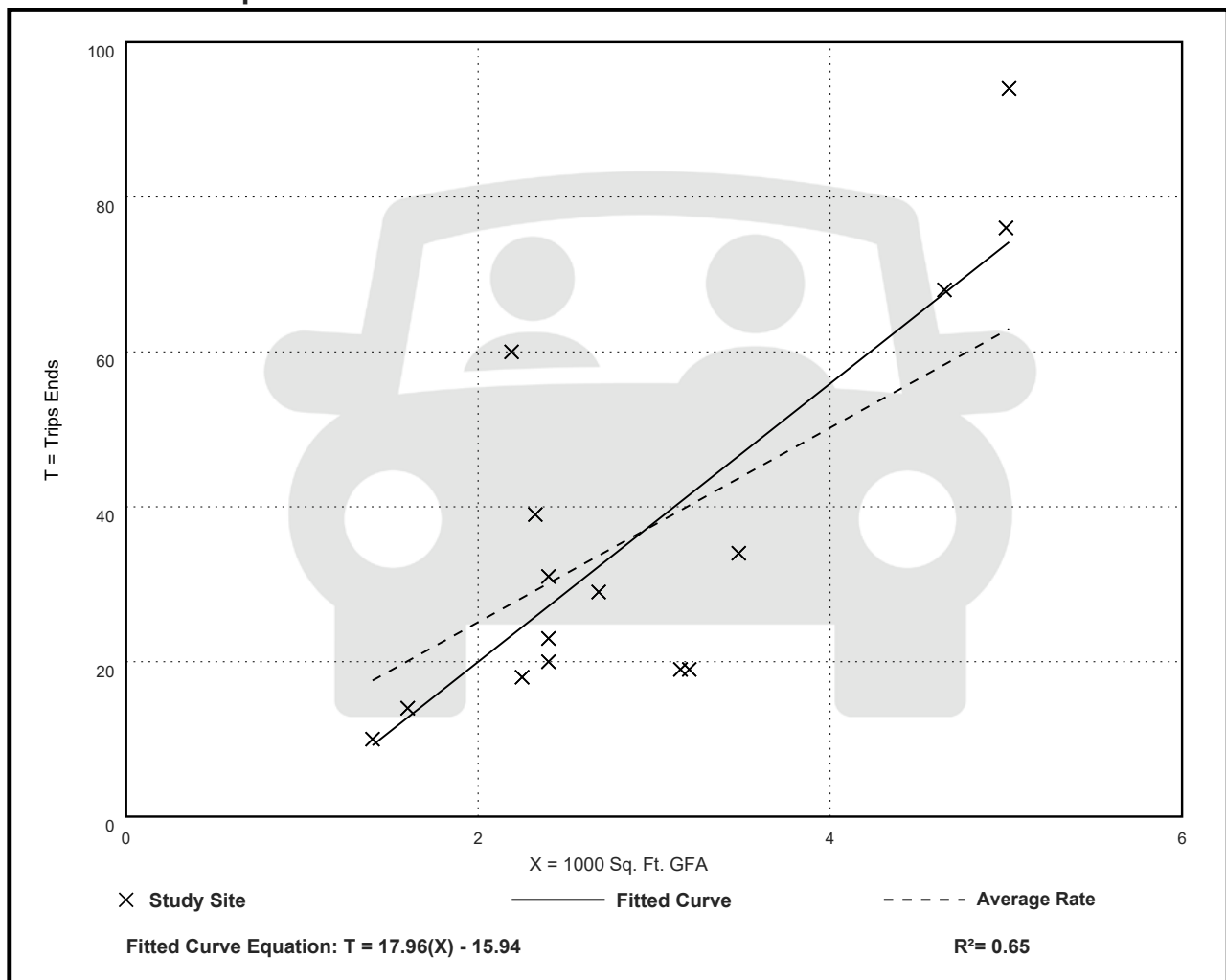
Avg. 1000 Sq. Ft. GFA: 3

Directional Distribution: 55% entering, 45% exiting

Vehicle Trip Generation per 1000 Sq. Ft. GFA

Average Rate	Range of Rates	Standard Deviation
12.55	5.94 - 27.40	5.52

Data Plot and Equation



Fast Casual Restaurant (930)

Vehicle Trip Ends vs: 1000 Sq. Ft. GFA

On a: Weekday,

AM Peak Hour of Generator

Setting/Location: General Urban/Suburban

Number of Studies: 1

Avg. 1000 Sq. Ft. GFA: 1

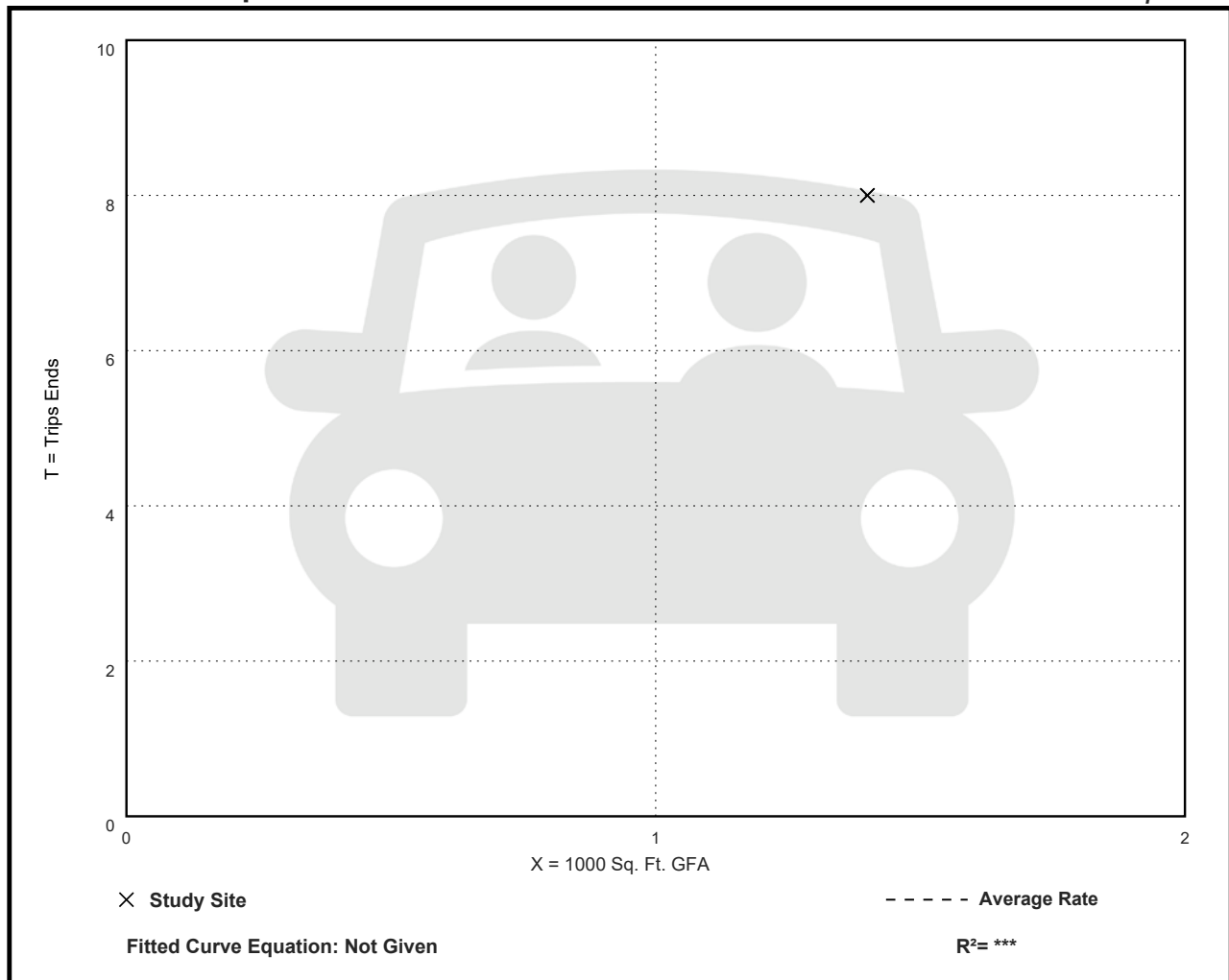
Directional Distribution: 63% entering, 37% exiting

Vehicle Trip Generation per 1000 Sq. Ft. GFA

Average Rate	Range of Rates	Standard Deviation
5.71	5.71 - 5.71	***

Data Plot and Equation

Caution – Small Sample Size



Fast Casual Restaurant (930)

Vehicle Trip Ends vs: 1000 Sq. Ft. GFA

On a: Weekday,

PM Peak Hour of Generator

Setting/Location: General Urban/Suburban

Number of Studies: 1

Avg. 1000 Sq. Ft. GFA: 1

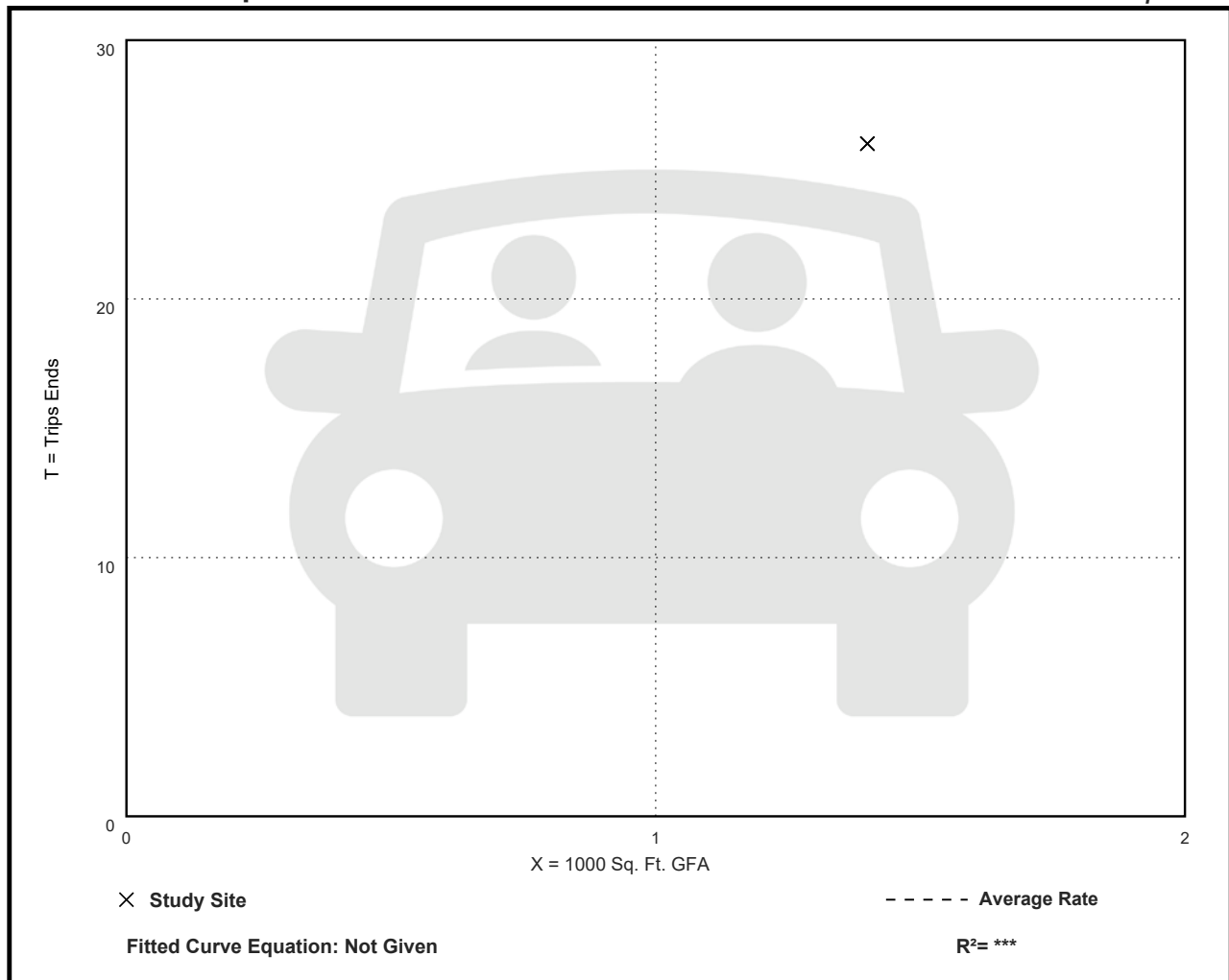
Directional Distribution: 62% entering, 38% exiting

Vehicle Trip Generation per 1000 Sq. Ft. GFA

Average Rate	Range of Rates	Standard Deviation
18.57	18.57 - 18.57	***

Data Plot and Equation

Caution – Small Sample Size



Fast Casual Restaurant (930)

Vehicle Trip Ends vs: 1000 Sq. Ft. GFA

On a: Saturday, Peak Hour of Generator

Setting/Location: General Urban/Suburban

Number of Studies: 2

Avg. 1000 Sq. Ft. GFA: 5

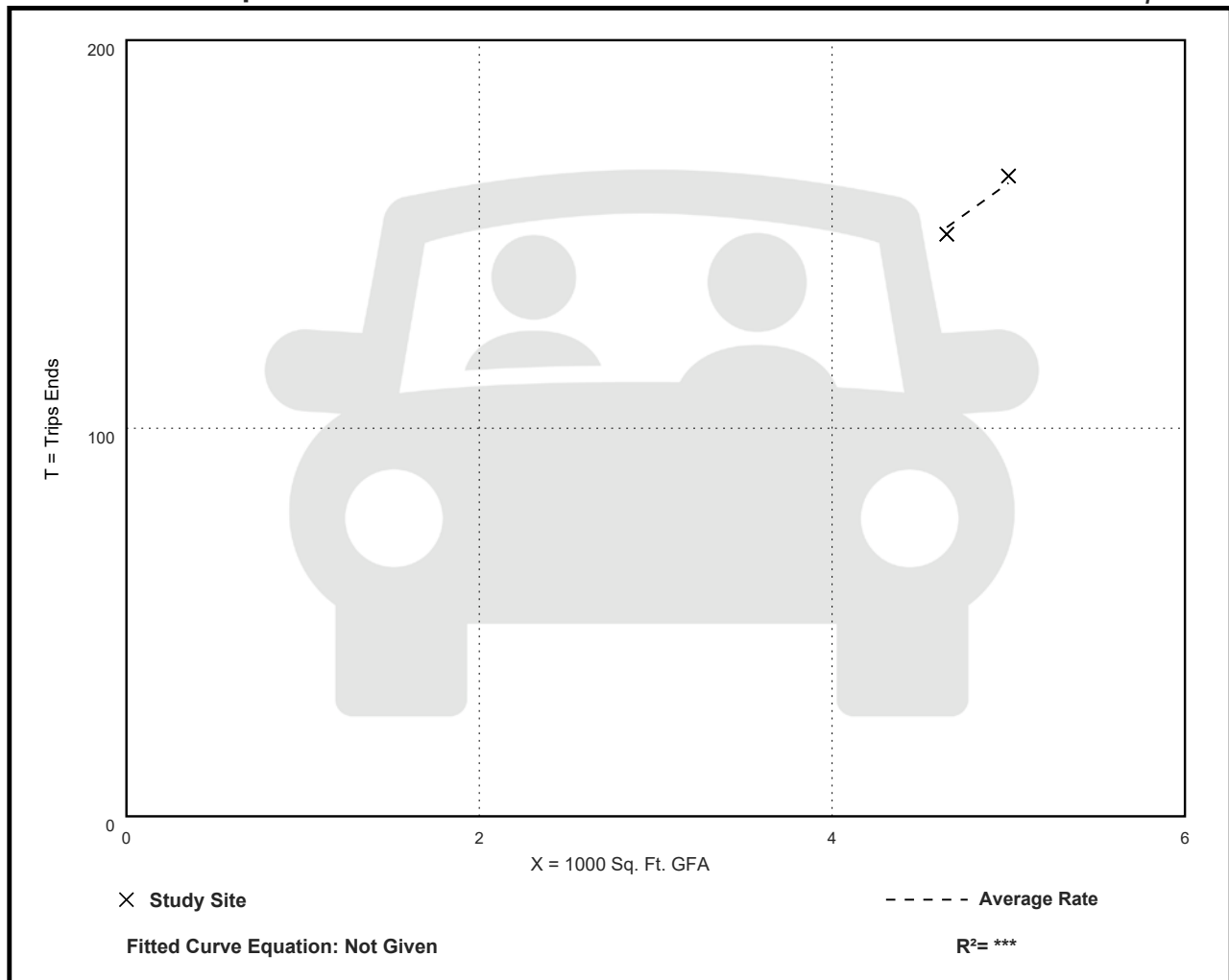
Directional Distribution: 55% entering, 45% exiting

Vehicle Trip Generation per 1000 Sq. Ft. GFA

Average Rate	Range of Rates	Standard Deviation
32.64	32.26 - 33.00	***

Data Plot and Equation

Caution – Small Sample Size



Land Use: 932

High-Turnover (Sit-Down) Restaurant

Description

This land use consists of sit-down, full-service eating establishments with a typical duration of stay of 60 minutes or less. This type of restaurant is usually moderately priced, frequently belongs to a restaurant chain, and is commonly referred to as casual dining. Generally, these restaurants serve lunch and dinner; they may also be open for breakfast and are sometimes open 24 hours a day. These restaurants typically do not accept reservations. A patron commonly waits to be seated, is served by wait staff, orders from a menu, and pays after the meal.

Some facilities offer carry-out for a small proportion of its customers. Some facilities within this land use may also contain a bar area for serving food and alcoholic drinks.

Fast casual restaurant (Land Use 930), fine dining restaurant (Land Use 931), fast-food restaurant without drive-through window (Land Use 933), and fast-food restaurant with drive-through window (Land Use 934) are related uses.

Additional Data

Users should exercise caution when applying statistics during the AM peak periods, as the sites contained in the database for this land use may or may not be open for breakfast. In cases where it was confirmed that the sites were not open for breakfast, data for the AM peak hour of the adjacent street traffic were removed from the database.

If the restaurant has outdoor seating, its area is not included in the overall gross floor area. For a restaurant that has significant outdoor seating, the number of seats may be more reliable than GFA as an independent variable on which to establish a trip generation rate.

The technical appendices provide supporting information on time-of-day distributions for this land use. The appendices can be accessed through either the ITETripGen web app or the trip generation resource page on the ITE website (<https://www.ite.org/technical-resources/topics/trip-and-parking-generation/>).

The sites were surveyed in the 1980s, the 1990s, the 2000s, and the 2010s in Alberta (CAN), California, Florida, Georgia, Indiana, Kentucky, Massachusetts, Minnesota, New Hampshire, New Jersey, New York, Ohio, Oklahoma, Oregon, Pennsylvania, South Carolina, South Dakota, Texas, Vermont, and Wisconsin.

Source Numbers

126, 269, 275, 280, 300, 301, 305, 338, 340, 341, 358, 384, 424, 432, 437, 438, 444, 507, 555, 577, 589, 617, 618, 728, 868, 884, 885, 903, 927, 939, 944, 961, 962, 977, 1048

High-Turnover (Sit-Down) Restaurant (932)

Vehicle Trip Ends vs: 1000 Sq. Ft. GFA

On a: Weekday

Setting/Location: General Urban/Suburban

Number of Studies: 50

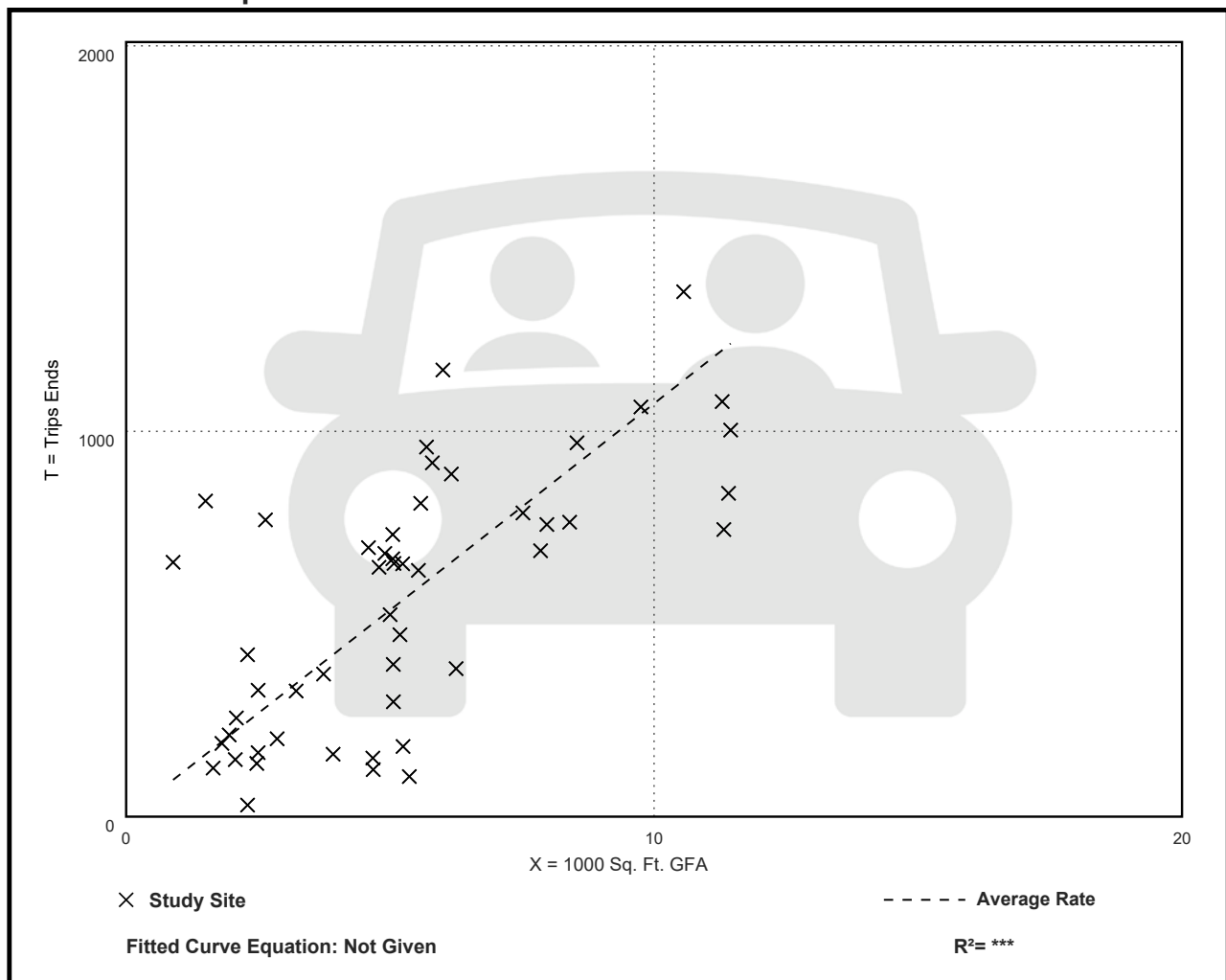
Avg. 1000 Sq. Ft. GFA: 5

Directional Distribution: 50% entering, 50% exiting

Vehicle Trip Generation per 1000 Sq. Ft. GFA

Average Rate	Range of Rates	Standard Deviation
107.20	13.04 - 742.41	66.72

Data Plot and Equation



High-Turnover (Sit-Down) Restaurant (932)

Vehicle Trip Ends vs: 1000 Sq. Ft. GFA

On a: Weekday,

Peak Hour of Adjacent Street Traffic,

One Hour Between 7 and 9 a.m.

Setting/Location: General Urban/Suburban

Number of Studies: 37

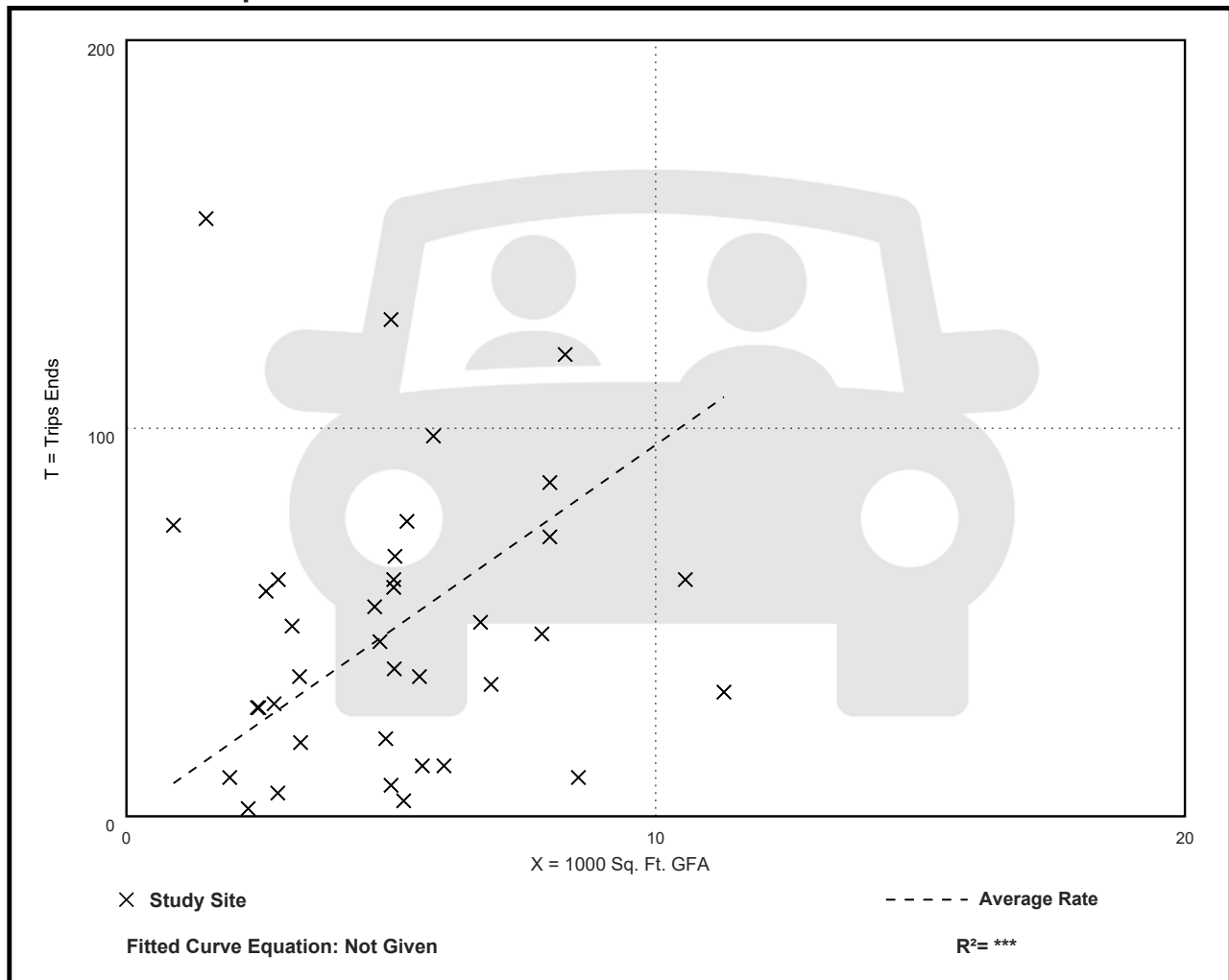
Avg. 1000 Sq. Ft. GFA: 5

Directional Distribution: 55% entering, 45% exiting

Vehicle Trip Generation per 1000 Sq. Ft. GFA

Average Rate	Range of Rates	Standard Deviation
9.57	0.76 - 102.39	11.61

Data Plot and Equation



High-Turnover (Sit-Down) Restaurant (932)

Vehicle Trip Ends vs: 1000 Sq. Ft. GFA

On a: Weekday,

Peak Hour of Adjacent Street Traffic,

One Hour Between 4 and 6 p.m.

Setting/Location: General Urban/Suburban

Number of Studies: 104

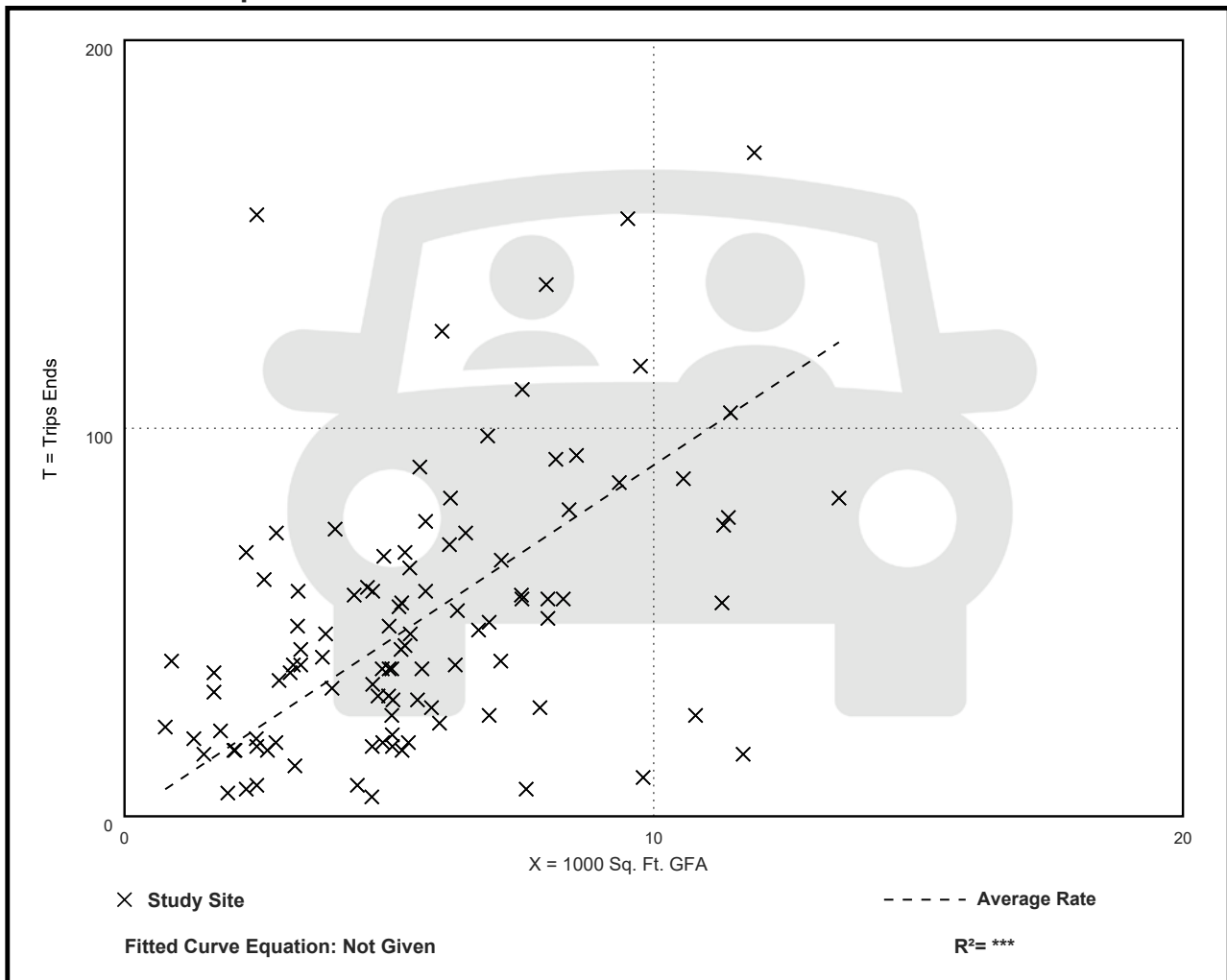
Avg. 1000 Sq. Ft. GFA: 6

Directional Distribution: 61% entering, 39% exiting

Vehicle Trip Generation per 1000 Sq. Ft. GFA

Average Rate	Range of Rates	Standard Deviation
9.05	0.92 - 62.00	6.18

Data Plot and Equation



High-Turnover (Sit-Down) Restaurant (932)

Vehicle Trip Ends vs: 1000 Sq. Ft. GFA

On a: Weekday,

AM Peak Hour of Generator

Setting/Location: General Urban/Suburban

Number of Studies: 58

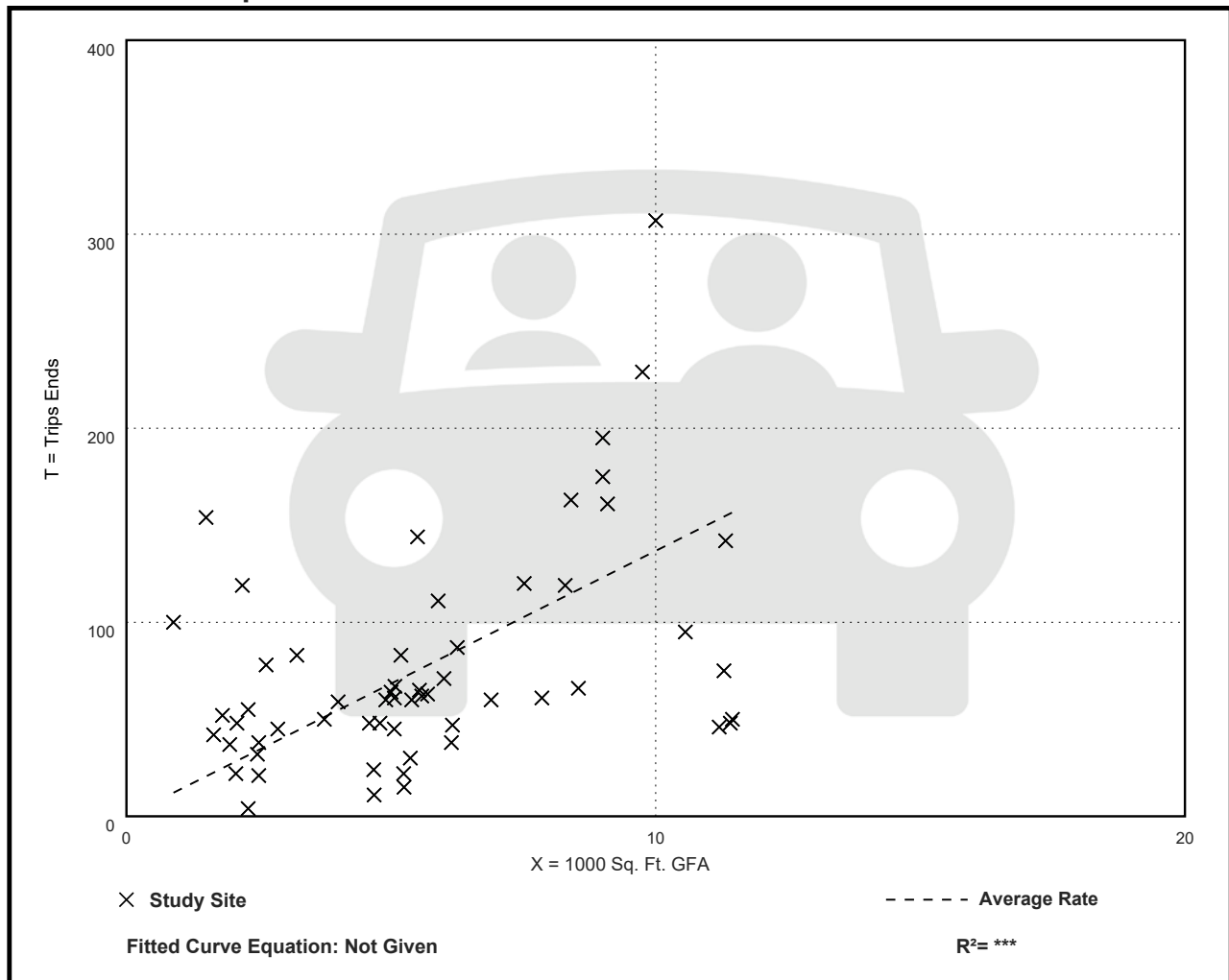
Avg. 1000 Sq. Ft. GFA: 6

Directional Distribution: 57% entering, 43% exiting

Vehicle Trip Generation per 1000 Sq. Ft. GFA

Average Rate	Range of Rates	Standard Deviation
13.68	1.74 - 112.49	11.29

Data Plot and Equation



High-Turnover (Sit-Down) Restaurant (932)

Vehicle Trip Ends vs: 1000 Sq. Ft. GFA

On a: Weekday,

PM Peak Hour of Generator

Setting/Location: General Urban/Suburban

Number of Studies: 58

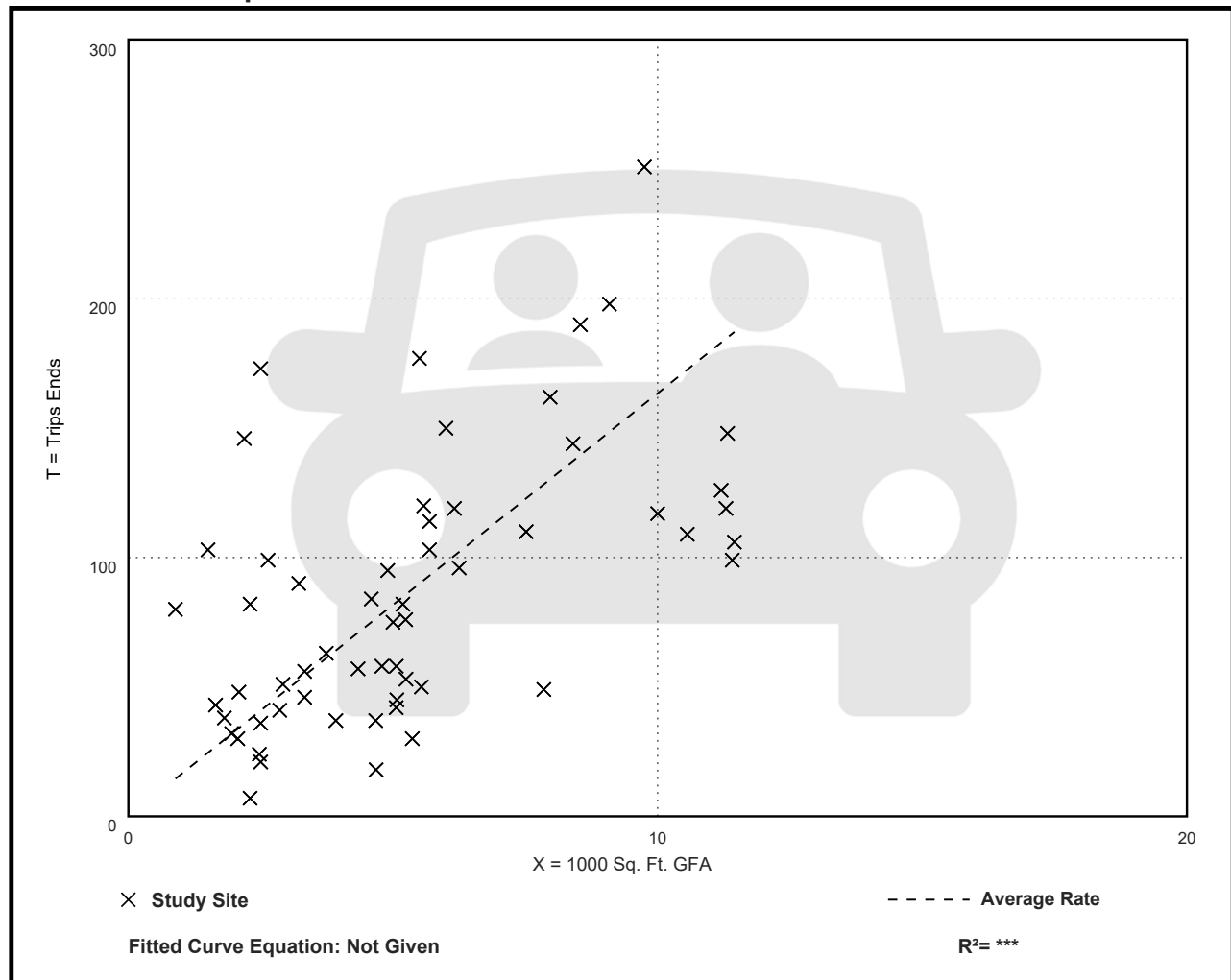
Avg. 1000 Sq. Ft. GFA: 5

Directional Distribution: 51% entering, 49% exiting

Vehicle Trip Generation per 1000 Sq. Ft. GFA

Average Rate	Range of Rates	Standard Deviation
16.35	3.04 - 89.99	10.84

Data Plot and Equation



High-Turnover (Sit-Down) Restaurant (932)

Vehicle Trip Ends vs: 1000 Sq. Ft. GFA

On a: Friday

Setting/Location: General Urban/Suburban

Number of Studies: 1

Avg. 1000 Sq. Ft. GFA: 9

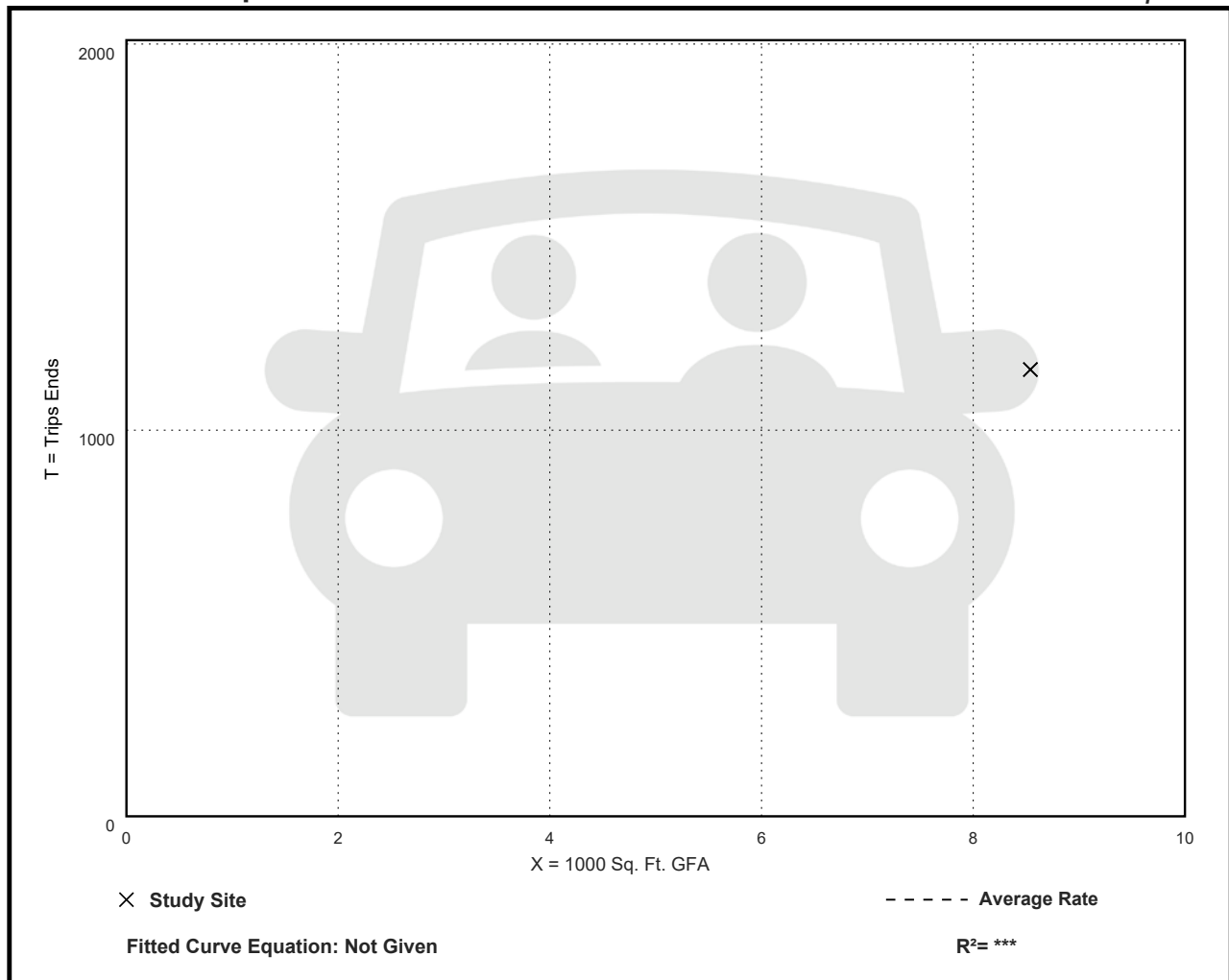
Directional Distribution: 50% entering, 50% exiting

Vehicle Trip Generation per 1000 Sq. Ft. GFA

Average Rate	Range of Rates	Standard Deviation
135.48	135.48 - 135.48	***

Data Plot and Equation

Caution – Small Sample Size



High-Turnover (Sit-Down) Restaurant (932)

Vehicle Trip Ends vs: 1000 Sq. Ft. GFA

On a: Friday,

AM Peak Hour of Generator

Setting/Location: General Urban/Suburban

Number of Studies: 1

Avg. 1000 Sq. Ft. GFA: 9

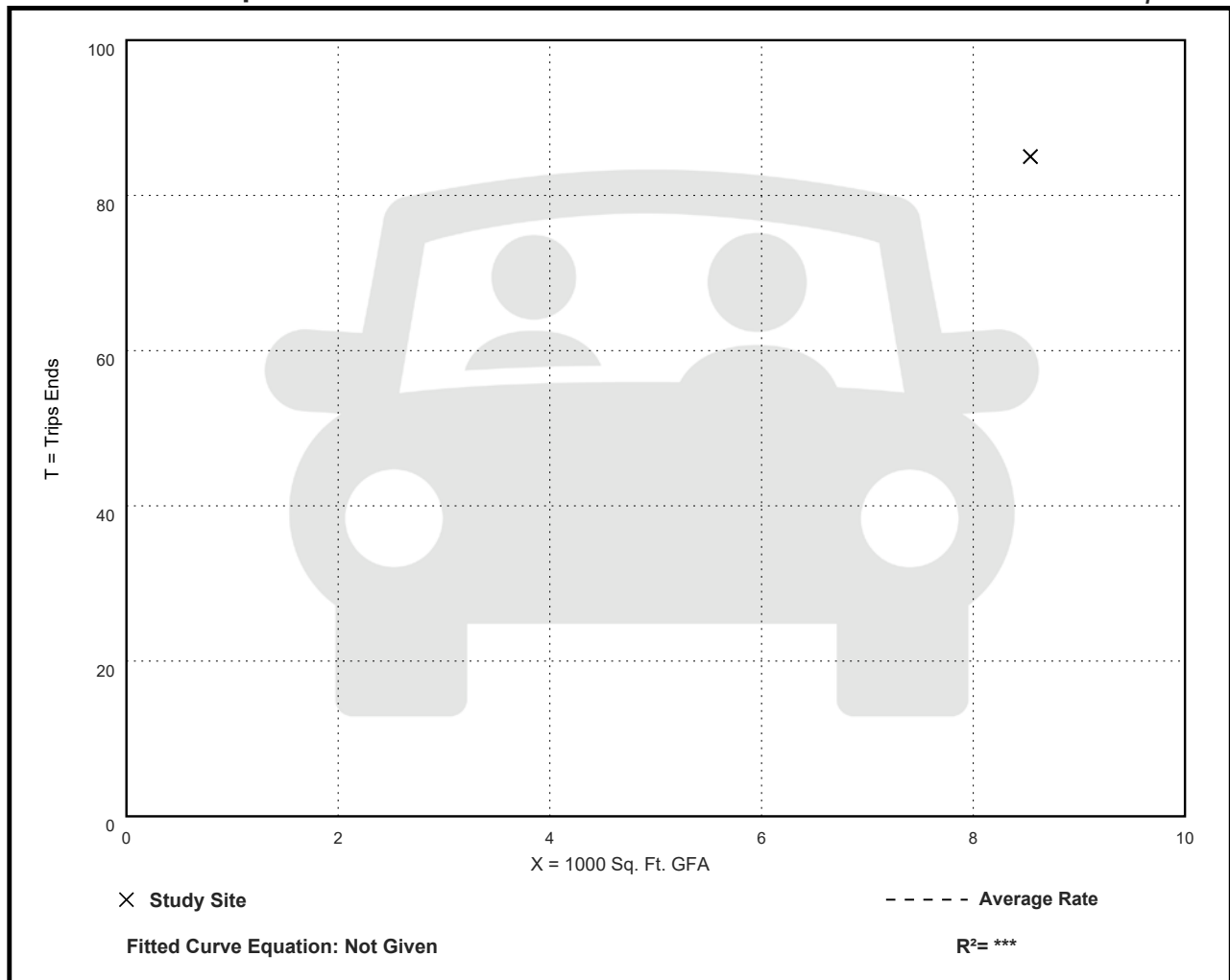
Directional Distribution: Not Available

Vehicle Trip Generation per 1000 Sq. Ft. GFA

Average Rate	Range of Rates	Standard Deviation
9.95	9.95 - 9.95	***

Data Plot and Equation

Caution – Small Sample Size



High-Turnover (Sit-Down) Restaurant (932)

Vehicle Trip Ends vs: 1000 Sq. Ft. GFA

On a: Friday,

PM Peak Hour of Generator

Setting/Location: General Urban/Suburban

Number of Studies: 1

Avg. 1000 Sq. Ft. GFA: 9

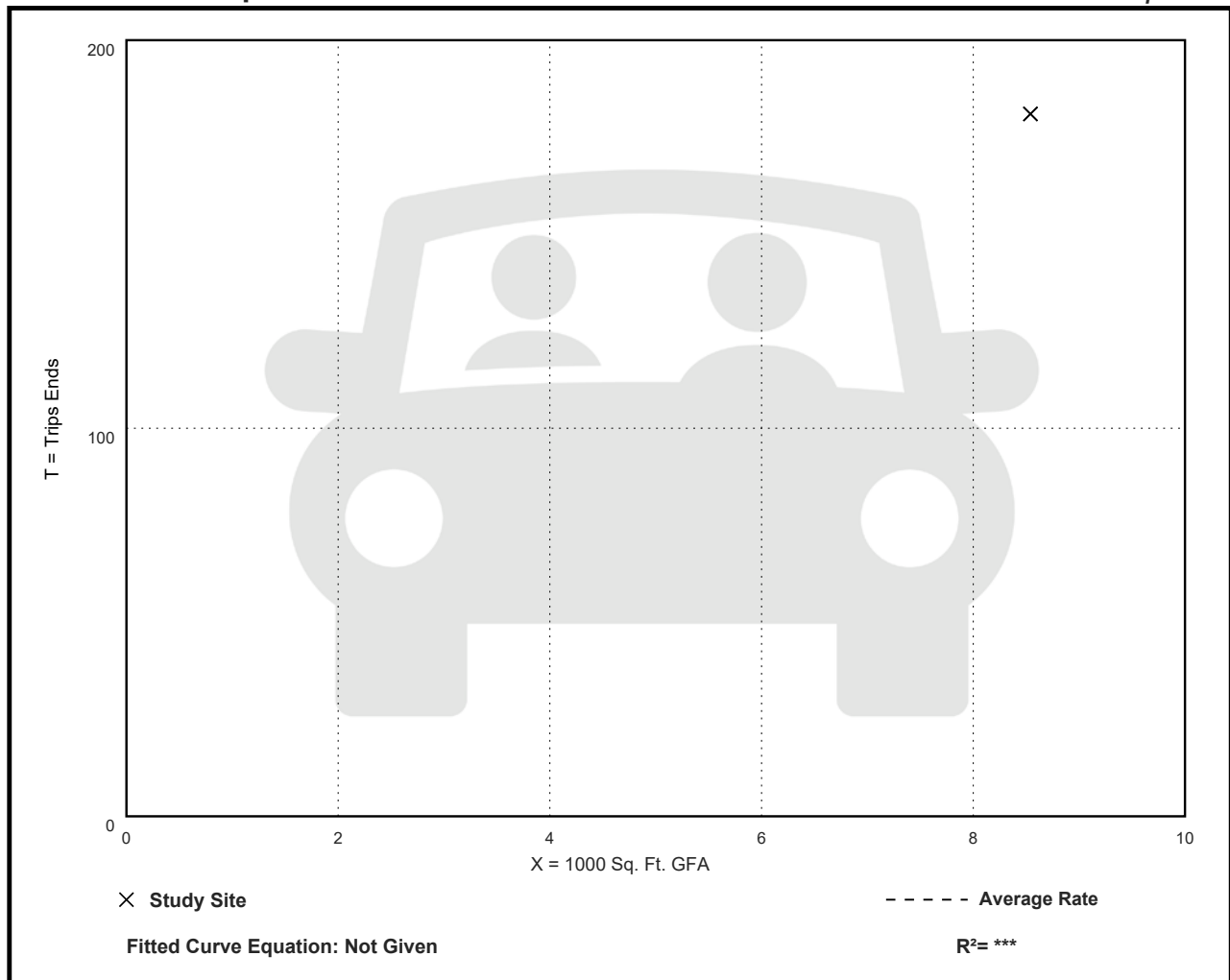
Directional Distribution: Not Available

Vehicle Trip Generation per 1000 Sq. Ft. GFA

Average Rate	Range of Rates	Standard Deviation
21.19	21.19 - 21.19	***

Data Plot and Equation

Caution – Small Sample Size



High-Turnover (Sit-Down) Restaurant (932)

Vehicle Trip Ends vs: 1000 Sq. Ft. GFA

On a: Saturday

Setting/Location: General Urban/Suburban

Number of Studies: 3

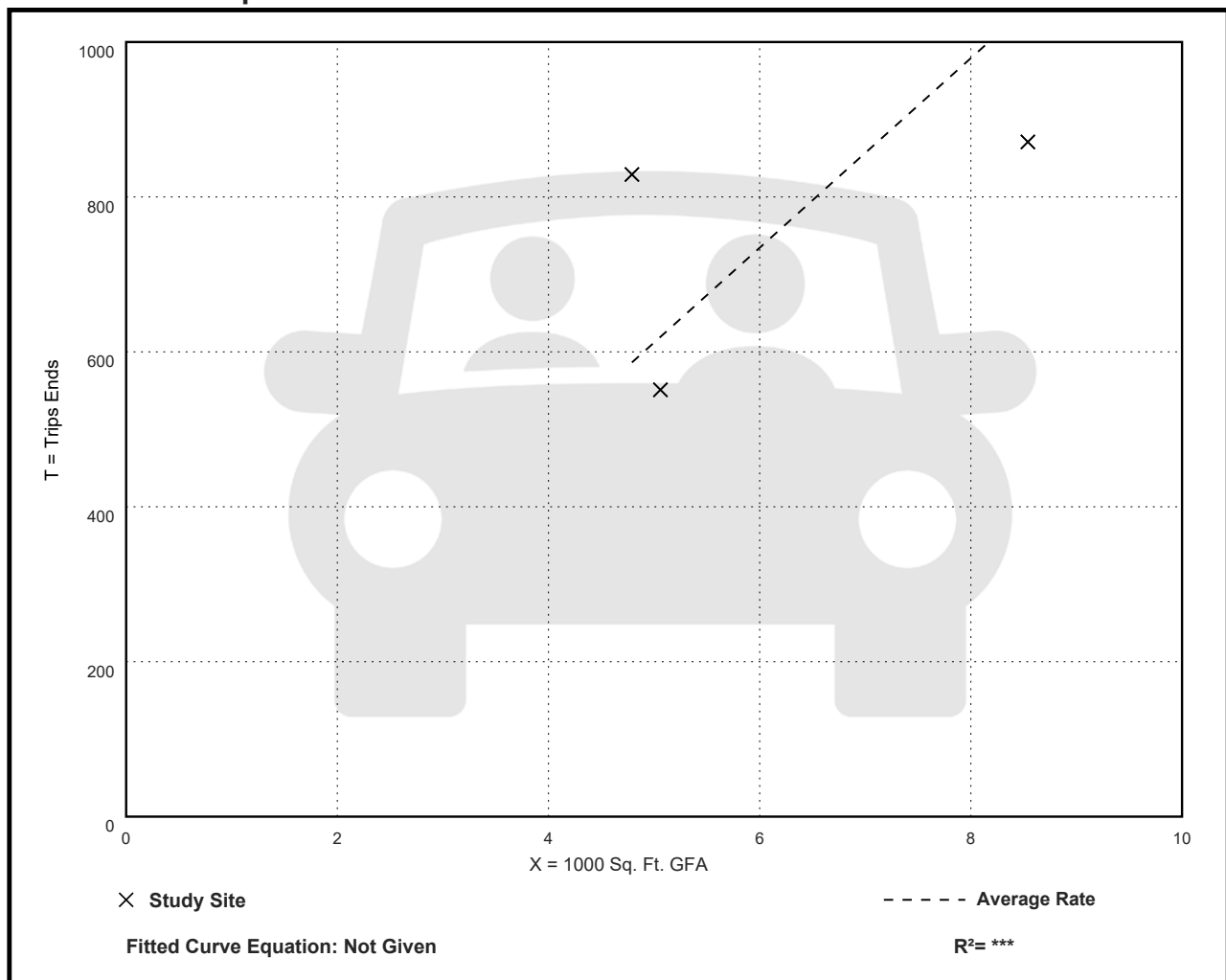
Avg. 1000 Sq. Ft. GFA: 6

Directional Distribution: 50% entering, 50% exiting

Vehicle Trip Generation per 1000 Sq. Ft. GFA

Average Rate	Range of Rates	Standard Deviation
122.40	101.99 - 173.07	36.99

Data Plot and Equation



High-Turnover (Sit-Down) Restaurant (932)

Vehicle Trip Ends vs: 1000 Sq. Ft. GFA

On a: Saturday, Peak Hour of Generator

Setting/Location: General Urban/Suburban

Number of Studies: 22

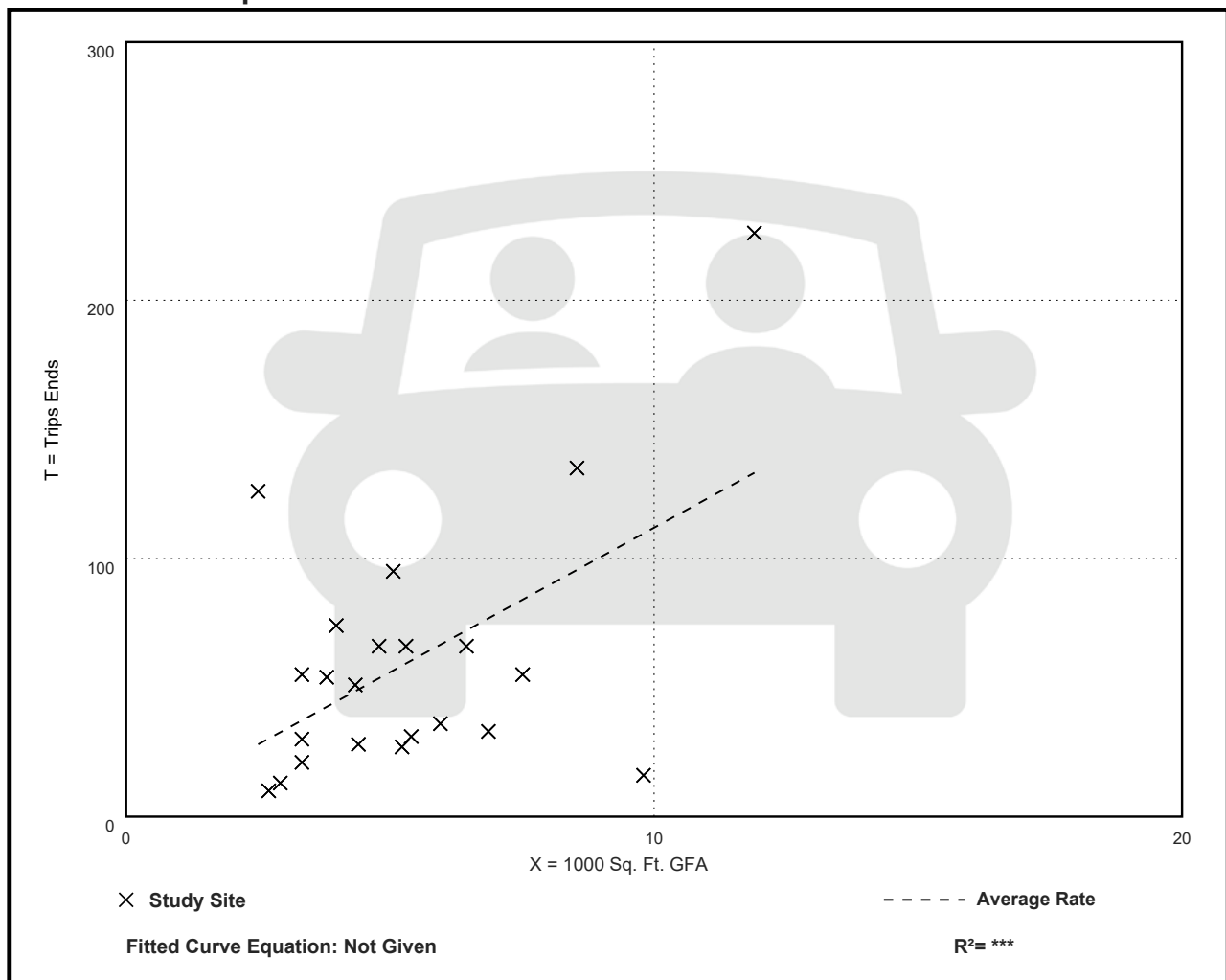
Avg. 1000 Sq. Ft. GFA: 5

Directional Distribution: 51% entering, 49% exiting

Vehicle Trip Generation per 1000 Sq. Ft. GFA

Average Rate	Range of Rates	Standard Deviation
11.19	1.63 - 50.40	8.30

Data Plot and Equation



High-Turnover (Sit-Down) Restaurant (932)

Vehicle Trip Ends vs: 1000 Sq. Ft. GFA
On a: Sunday

Setting/Location: General Urban/Suburban

Number of Studies: 2

Avg. 1000 Sq. Ft. GFA: 5

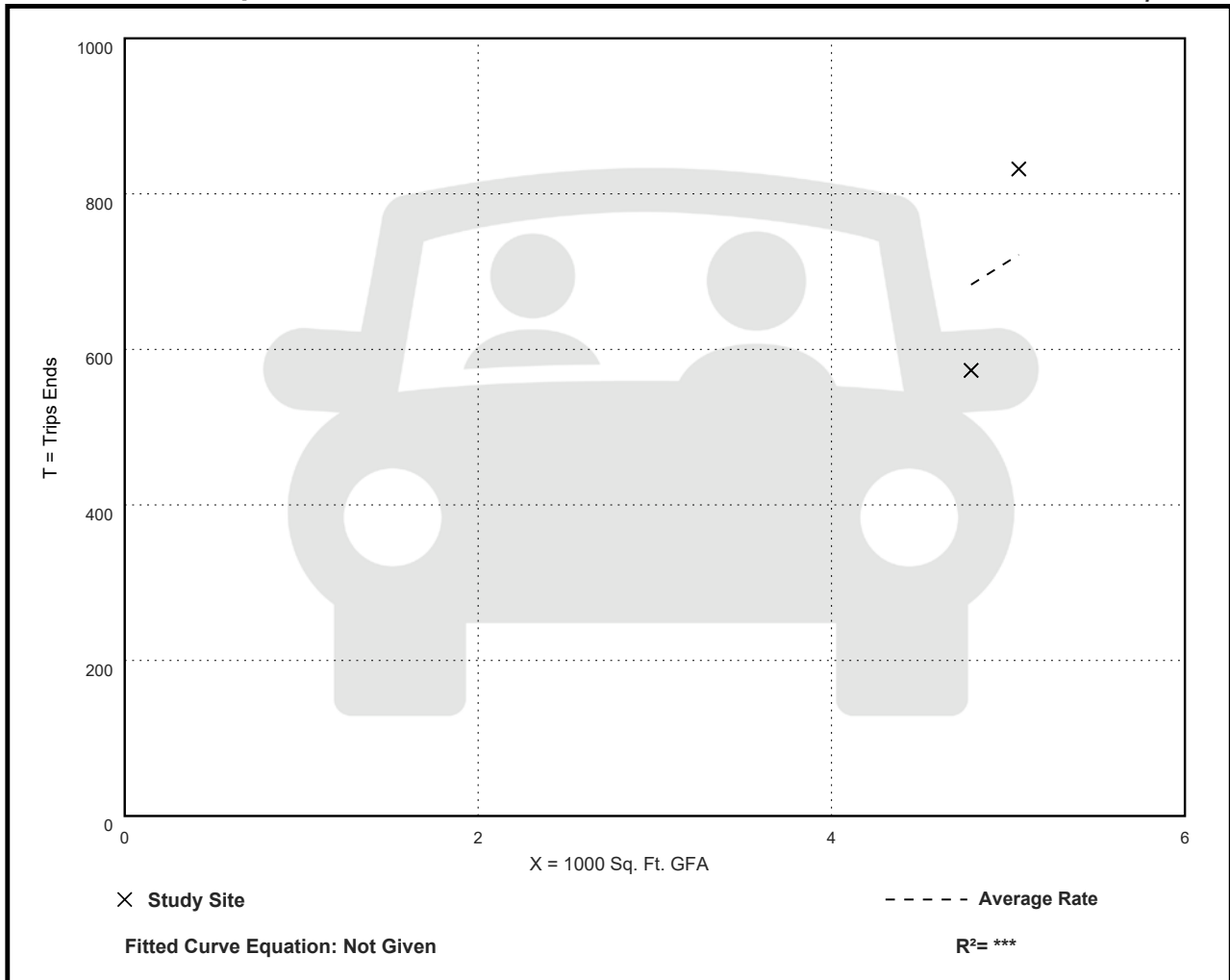
Directional Distribution: 50% entering, 50% exiting

Vehicle Trip Generation per 1000 Sq. Ft. GFA

Average Rate	Range of Rates	Standard Deviation
142.64	119.62 - 164.43	***

Data Plot and Equation

Caution – Small Sample Size



High-Turnover (Sit-Down) Restaurant (932)

Vehicle Trip Ends vs: 1000 Sq. Ft. GFA

On a: Sunday, Peak Hour of Generator

Setting/Location: General Urban/Suburban

Number of Studies: 3

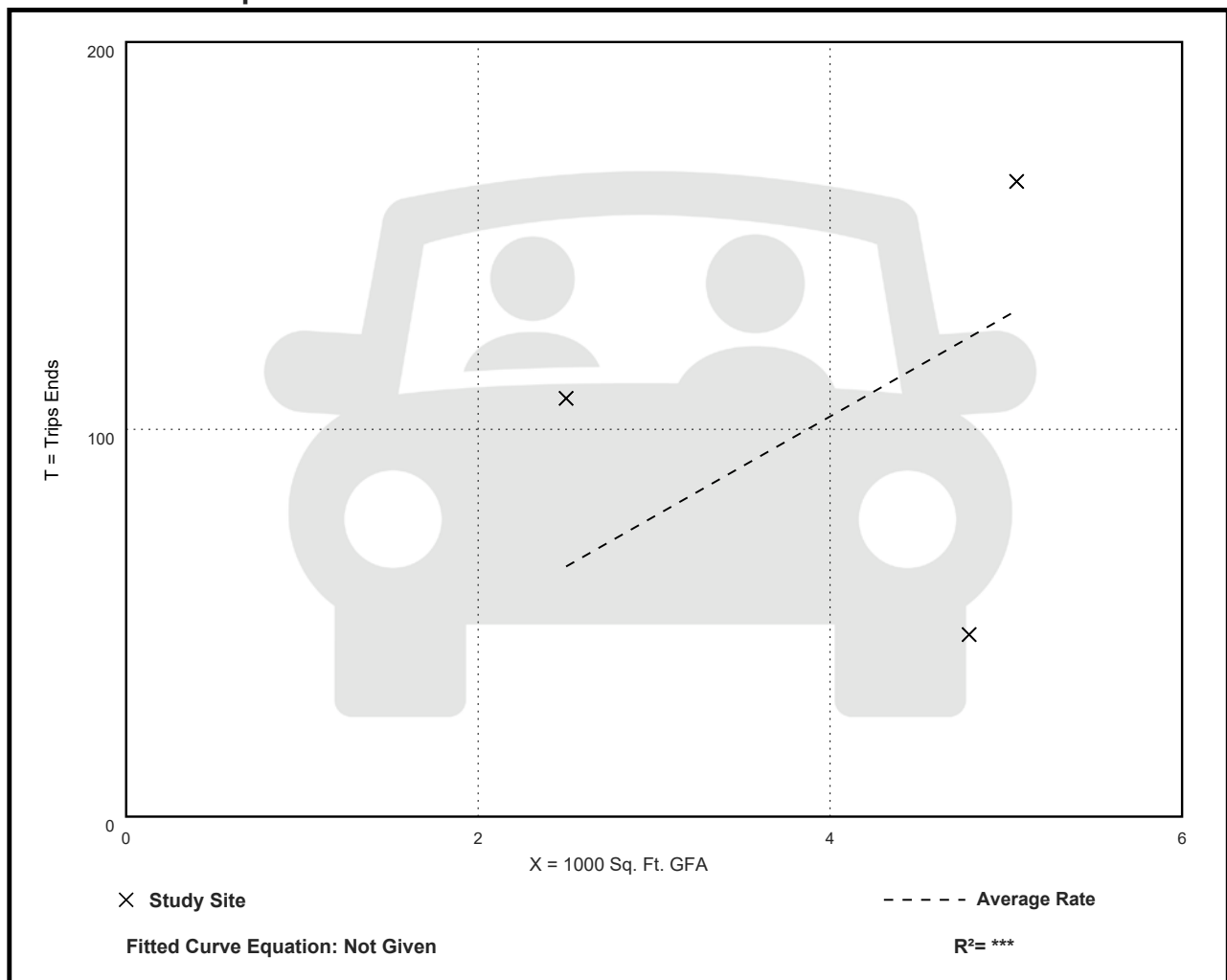
Avg. 1000 Sq. Ft. GFA: 4

Directional Distribution: 55% entering, 45% exiting

Vehicle Trip Generation per 1000 Sq. Ft. GFA

Average Rate	Range of Rates	Standard Deviation
25.83	9.81 - 43.20	16.36

Data Plot and Equation



High-Turnover (Sit-Down) Restaurant (932)

Vehicle Trip Ends vs: Seats
On a: Weekday

Setting/Location: General Urban/Suburban

Number of Studies: 1

Avg. Num. of Seats: 148

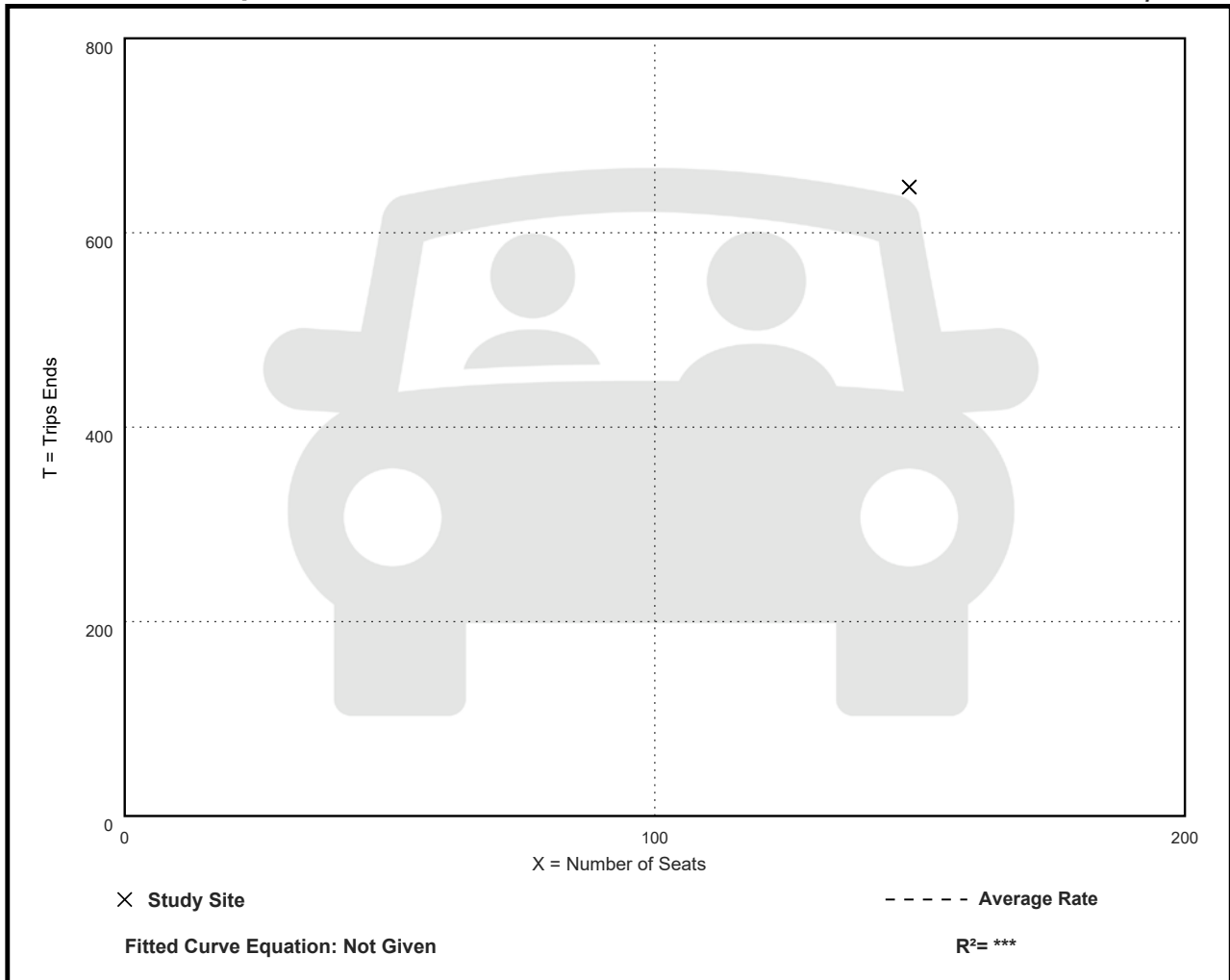
Directional Distribution: 50% entering, 50% exiting

Vehicle Trip Generation per Seat

Average Rate	Range of Rates	Standard Deviation
4.37	4.37 - 4.37	***

Data Plot and Equation

Caution – Small Sample Size



High-Turnover (Sit-Down) Restaurant (932)

Vehicle Trip Ends vs: Seats

On a: Weekday,

Peak Hour of Adjacent Street Traffic,

One Hour Between 7 and 9 a.m.

Setting/Location: General Urban/Suburban

Number of Studies: 7

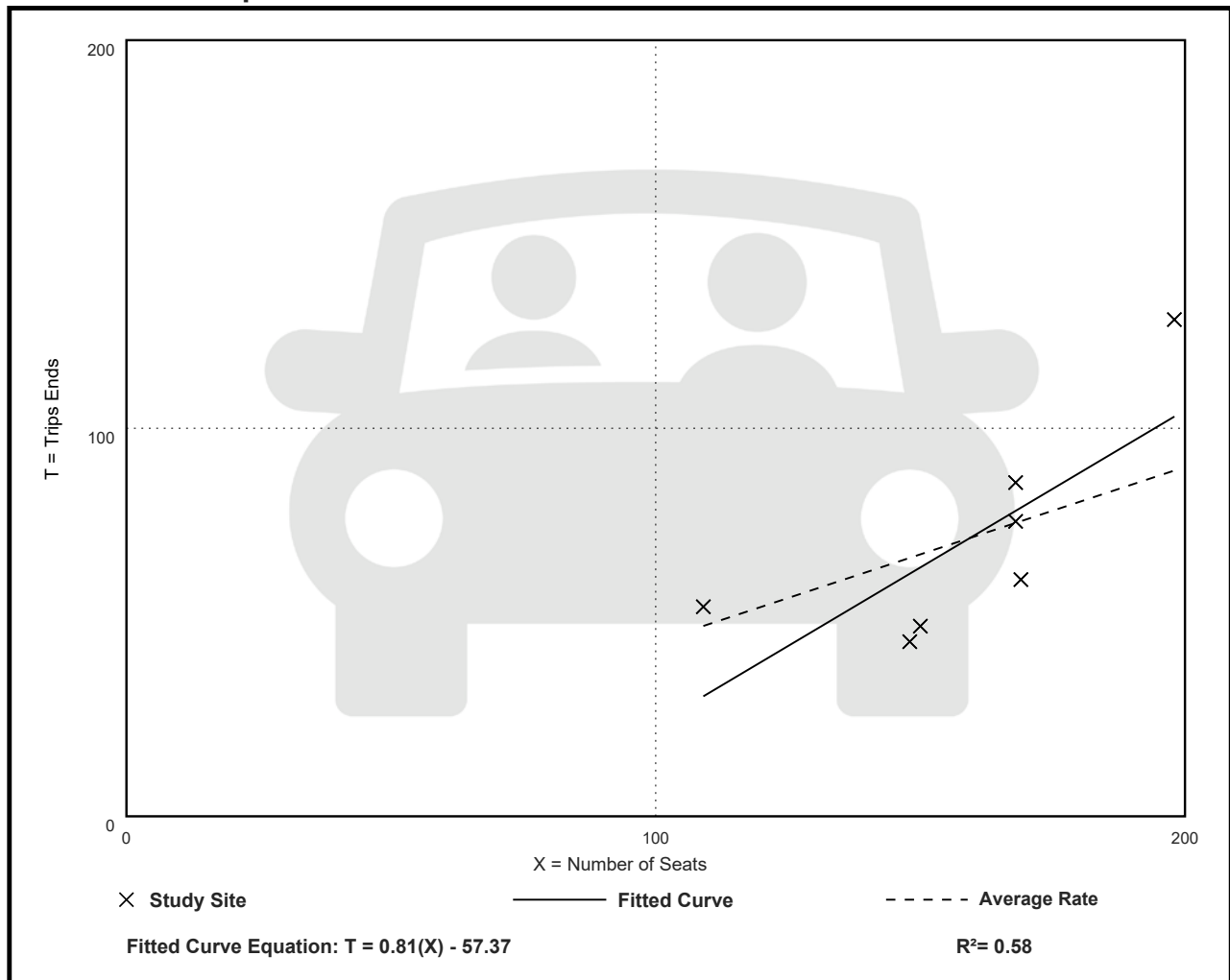
Avg. Num. of Seats: 159

Directional Distribution: 52% entering, 48% exiting

Vehicle Trip Generation per Seat

Average Rate	Range of Rates	Standard Deviation
0.45	0.30 - 0.65	0.13

Data Plot and Equation



High-Turnover (Sit-Down) Restaurant (932)

Vehicle Trip Ends vs: Seats

On a: Weekday,

Peak Hour of Adjacent Street Traffic,

One Hour Between 4 and 6 p.m.

Setting/Location: General Urban/Suburban

Number of Studies: 14

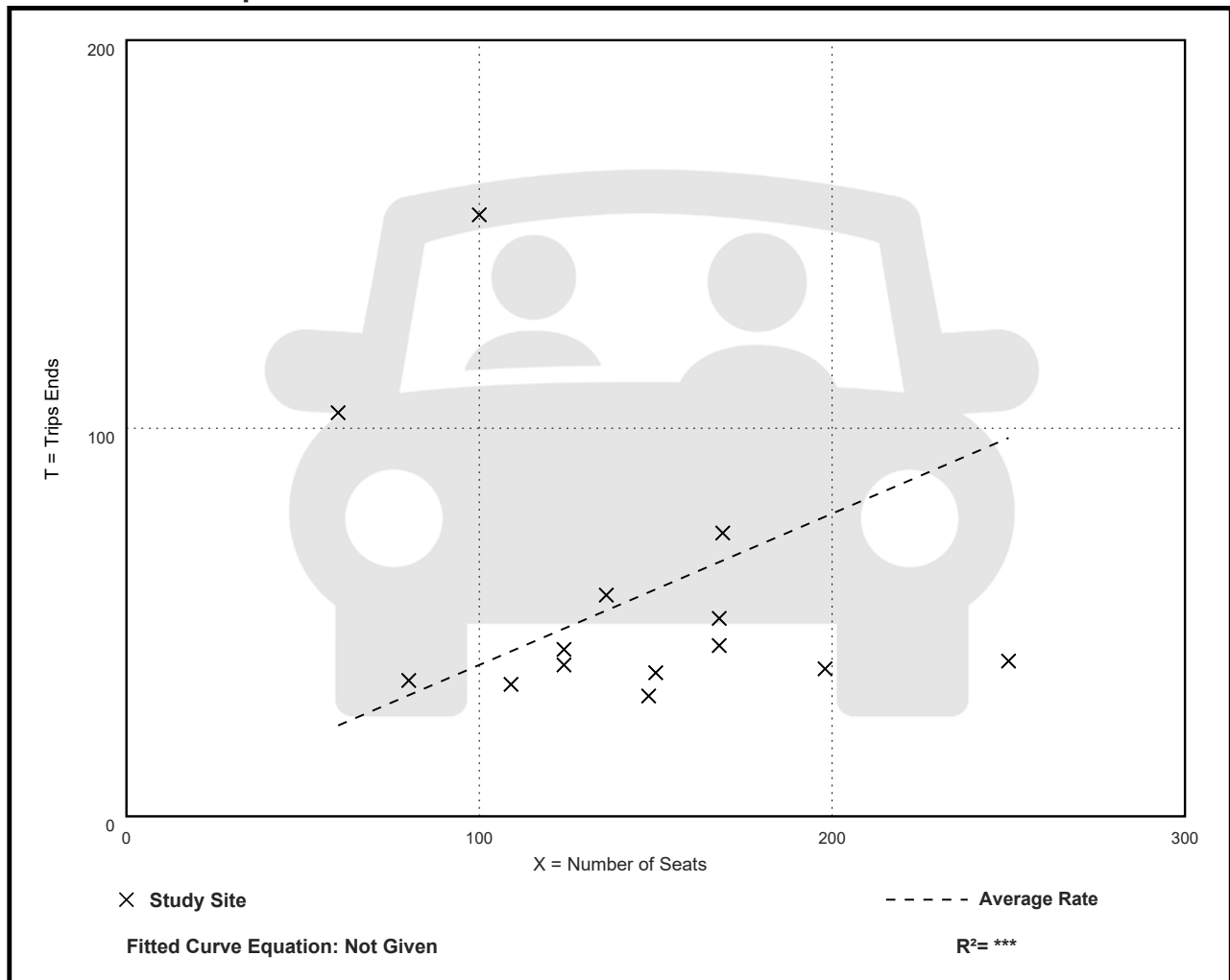
Avg. Num. of Seats: 142

Directional Distribution: 57% entering, 43% exiting

Vehicle Trip Generation per Seat

Average Rate	Range of Rates	Standard Deviation
0.39	0.16 - 1.73	0.39

Data Plot and Equation



High-Turnover (Sit-Down) Restaurant (932)

Vehicle Trip Ends vs: Seats

On a: Weekday,

AM Peak Hour of Generator

Setting/Location: General Urban/Suburban

Number of Studies: 5

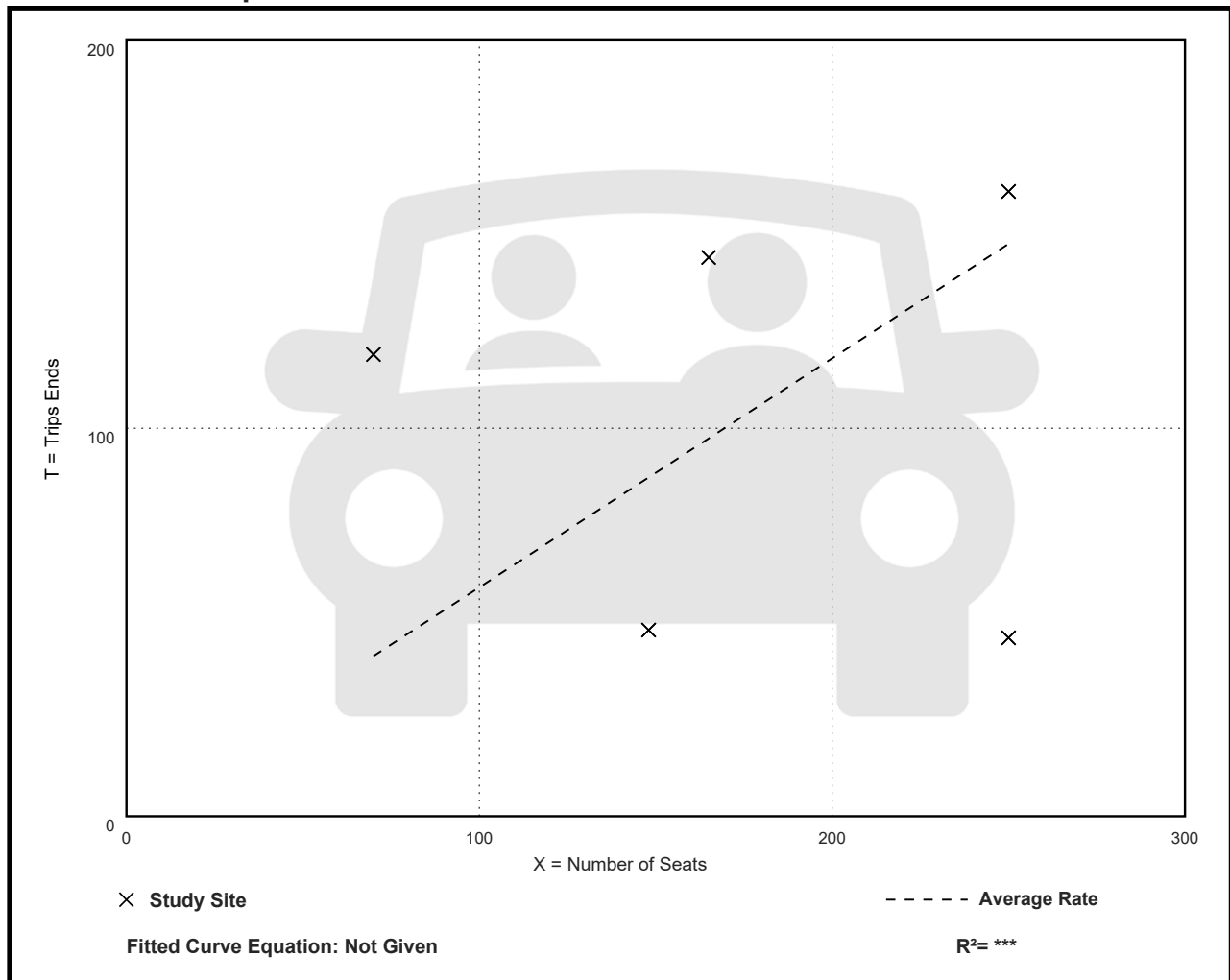
Avg. Num. of Seats: 177

Directional Distribution: 60% entering, 40% exiting

Vehicle Trip Generation per Seat

Average Rate	Range of Rates	Standard Deviation
0.59	0.18 - 1.70	0.46

Data Plot and Equation



High-Turnover (Sit-Down) Restaurant (932)

Vehicle Trip Ends vs: Seats

On a: Weekday,

PM Peak Hour of Generator

Setting/Location: General Urban/Suburban

Number of Studies: 10

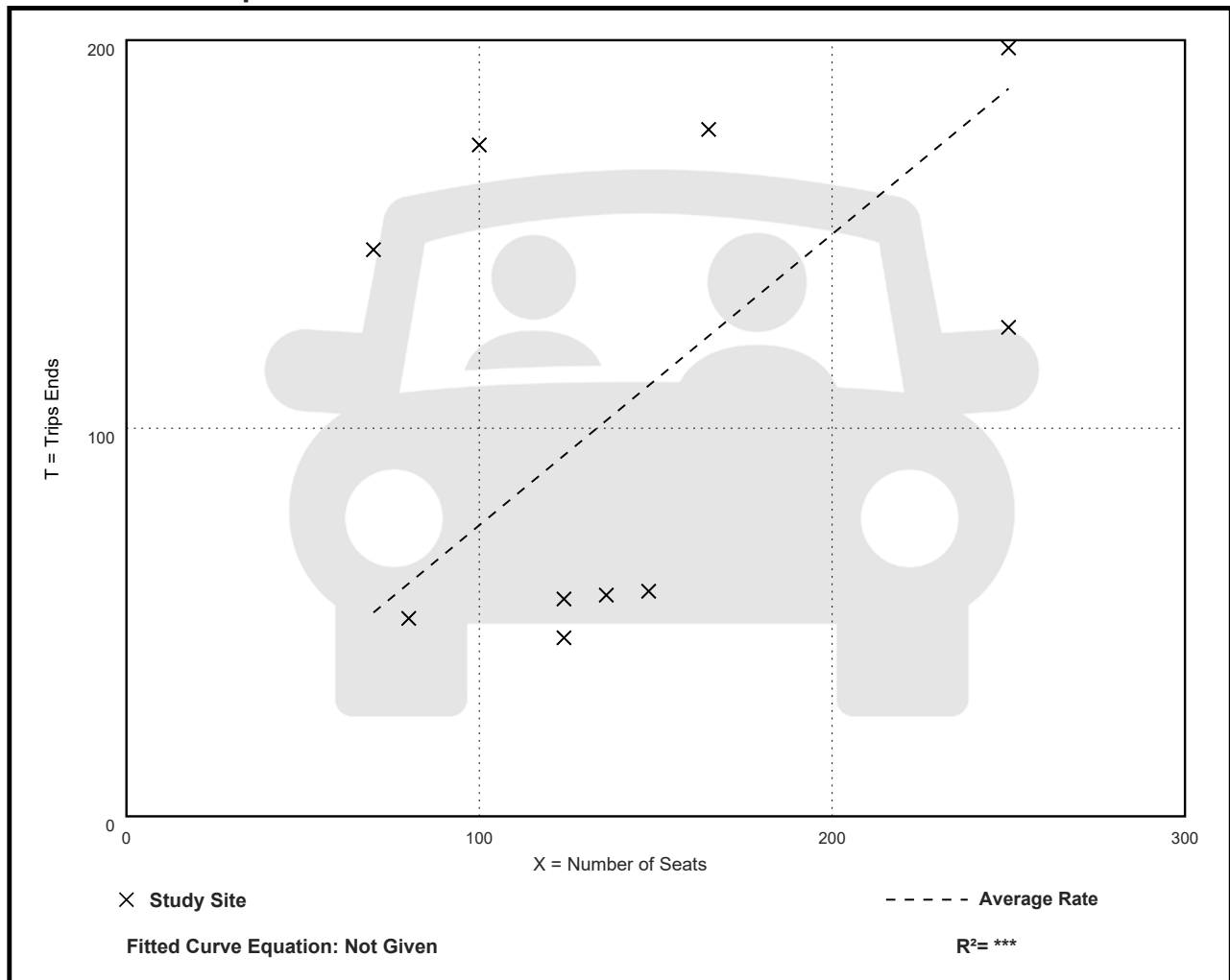
Avg. Num. of Seats: 145

Directional Distribution: 52% entering, 48% exiting

Vehicle Trip Generation per Seat

Average Rate	Range of Rates	Standard Deviation
0.75	0.37 - 2.09	0.49

Data Plot and Equation



High-Turnover (Sit-Down) Restaurant (932)

Vehicle Trip Ends vs: Seats
On a: Saturday

Setting/Location: General Urban/Suburban

Number of Studies: 1

Avg. Num. of Seats: 148

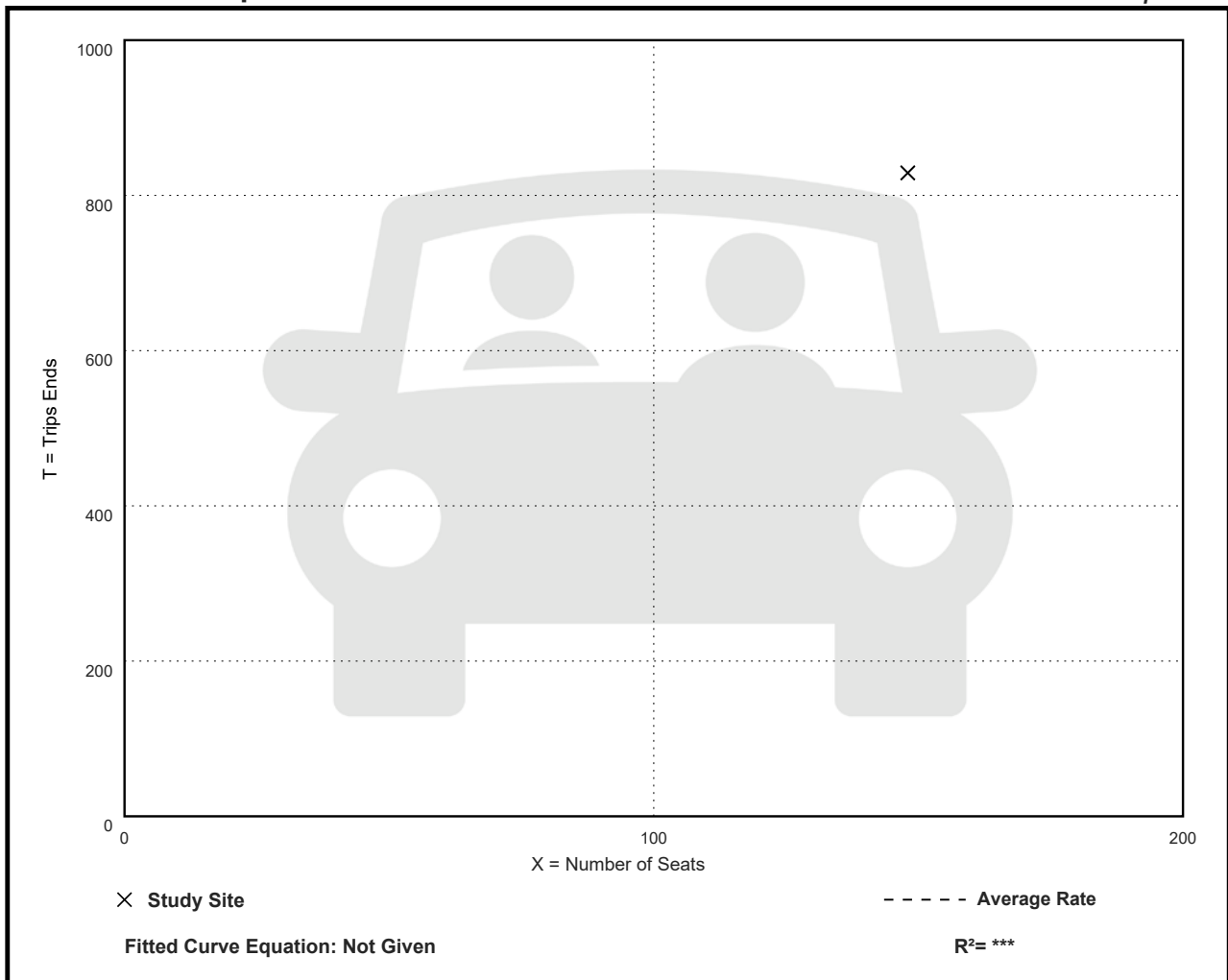
Directional Distribution: 50% entering, 50% exiting

Vehicle Trip Generation per Seat

Average Rate	Range of Rates	Standard Deviation
5.60	5.60 - 5.60	***

Data Plot and Equation

Caution – Small Sample Size



High-Turnover (Sit-Down) Restaurant (932)

Vehicle Trip Ends vs: Seats

On a: Saturday, Peak Hour of Generator

Setting/Location: General Urban/Suburban

Number of Studies: 8

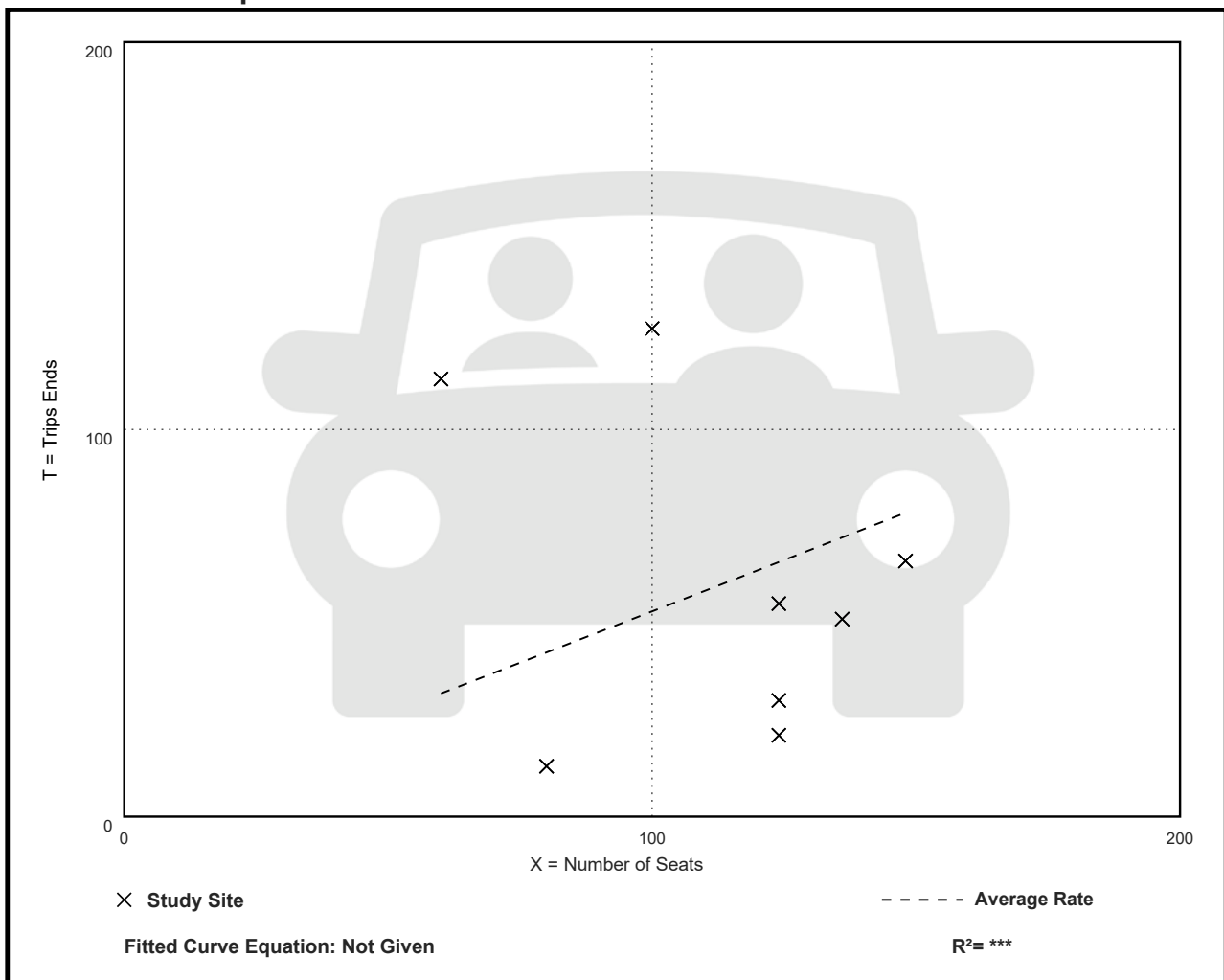
Avg. Num. of Seats: 112

Directional Distribution: 53% entering, 47% exiting

Vehicle Trip Generation per Seat

Average Rate	Range of Rates	Standard Deviation
0.53	0.16 - 1.88	0.51

Data Plot and Equation



High-Turnover (Sit-Down) Restaurant (932)

Vehicle Trip Ends vs: Seats
On a: Sunday

Setting/Location: General Urban/Suburban

Number of Studies: 1

Avg. Num. of Seats: 148

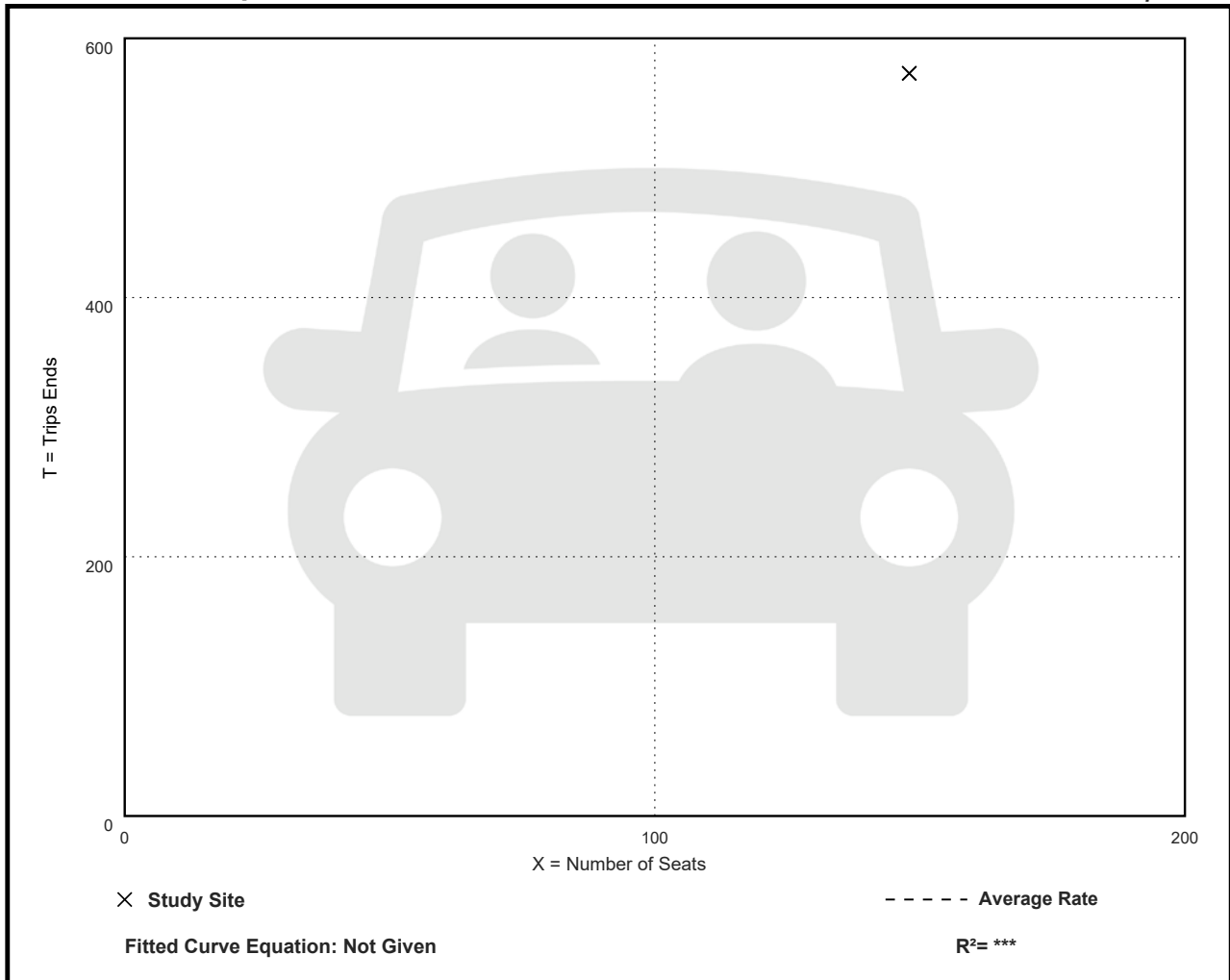
Directional Distribution: 50% entering, 50% exiting

Vehicle Trip Generation per Seat

Average Rate	Range of Rates	Standard Deviation
3.87	3.87 - 3.87	***

Data Plot and Equation

Caution – Small Sample Size



High-Turnover (Sit-Down) Restaurant (932)

Vehicle Trip Ends vs: Seats

On a: Sunday, Peak Hour of Generator

Setting/Location: General Urban/Suburban

Number of Studies: 2

Avg. Num. of Seats: 124

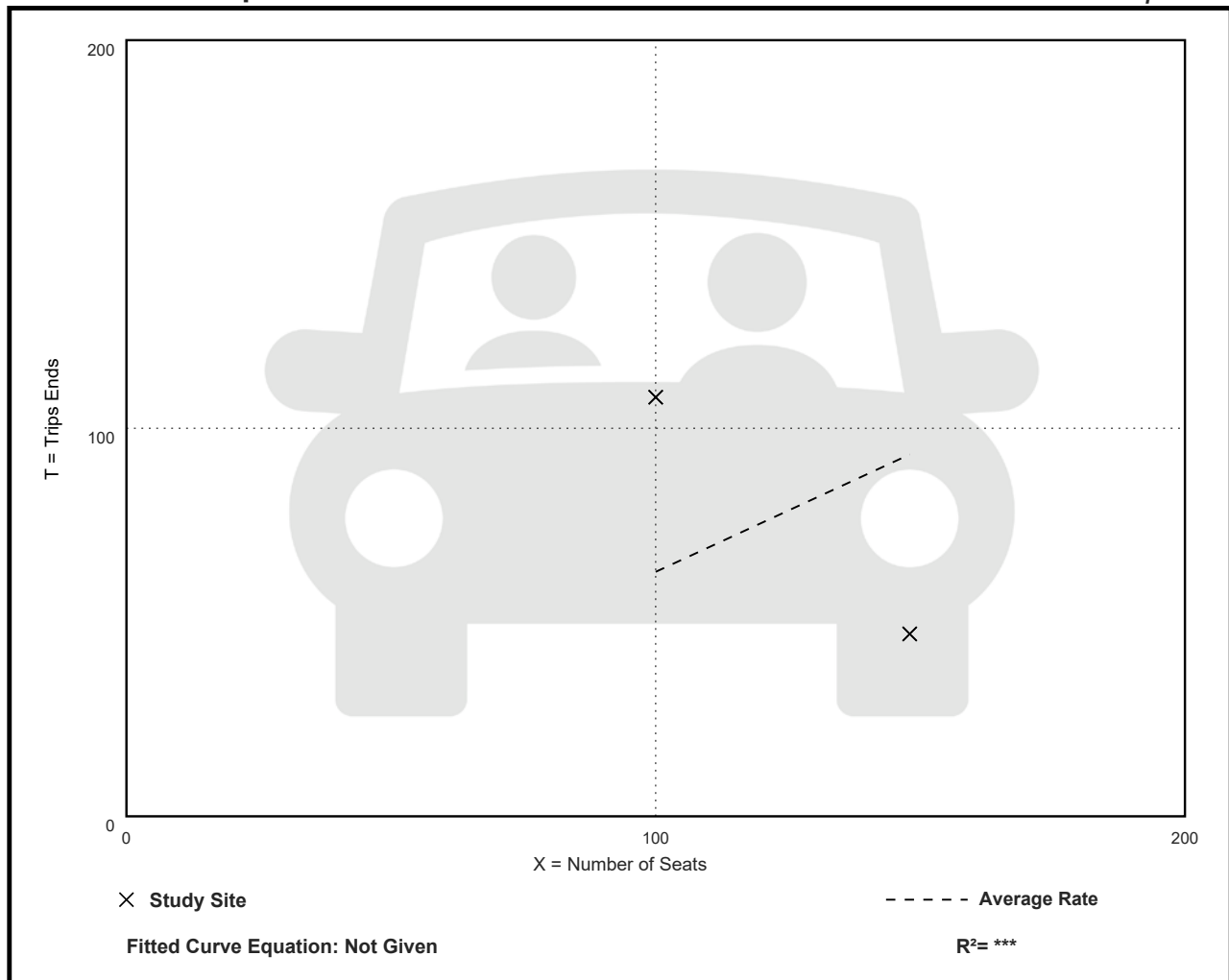
Directional Distribution: 55% entering, 45% exiting

Vehicle Trip Generation per Seat

Average Rate	Range of Rates	Standard Deviation
0.63	0.32 - 1.08	***

Data Plot and Equation

Caution – Small Sample Size



High-Turnover (Sit-Down) Restaurant (932)

Vehicle Trip Ends vs: Employees
On a: Weekday

Setting/Location: General Urban/Suburban

Number of Studies: 31

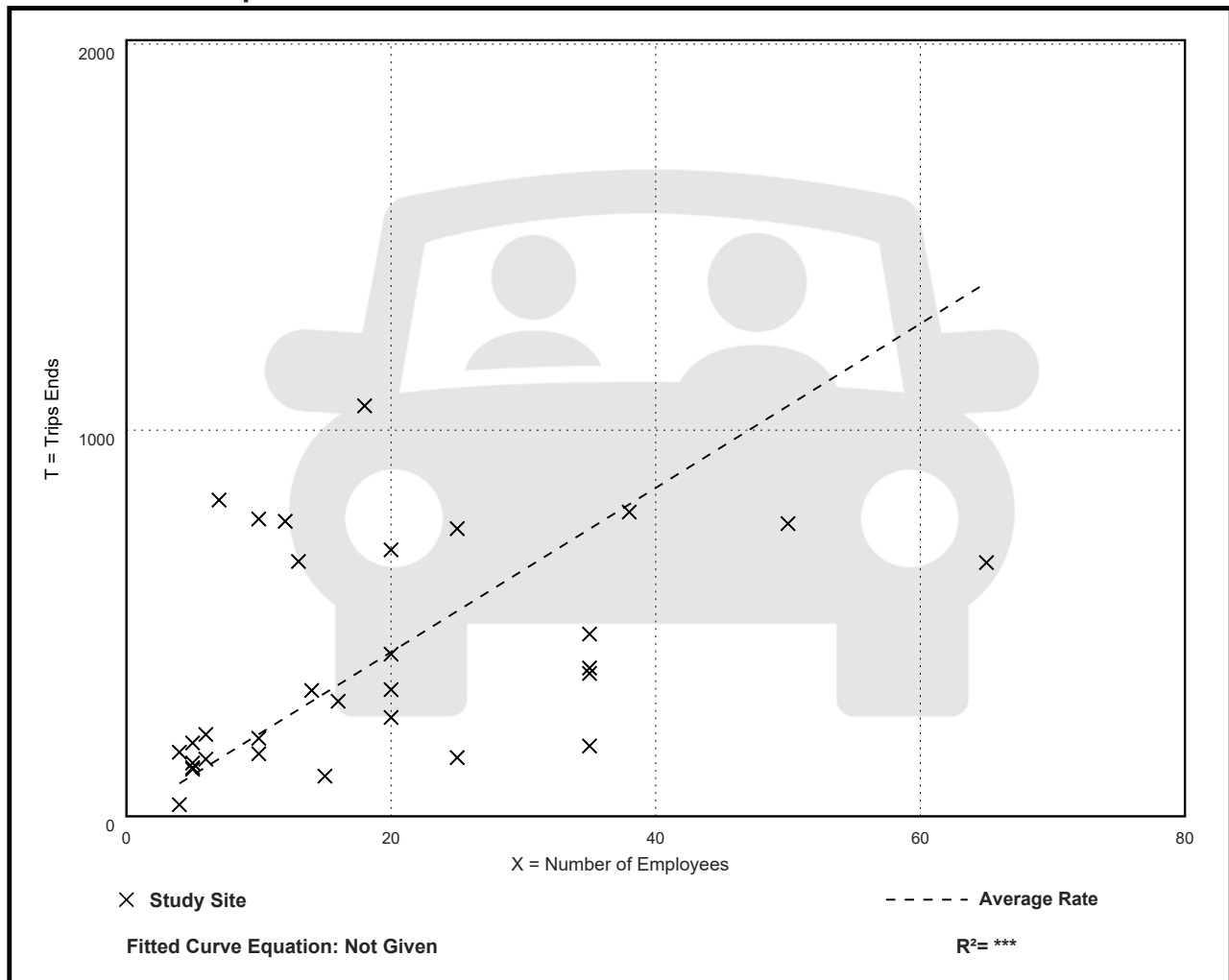
Avg. Num. of Employees: 19

Directional Distribution: 50% entering, 50% exiting

Vehicle Trip Generation per Employee

Average Rate	Range of Rates	Standard Deviation
21.26	5.20 - 117.00	18.96

Data Plot and Equation



High-Turnover (Sit-Down) Restaurant (932)

Vehicle Trip Ends vs: Employees

On a: Weekday,

Peak Hour of Adjacent Street Traffic,

One Hour Between 7 and 9 a.m.

Setting/Location: General Urban/Suburban

Number of Studies: 10

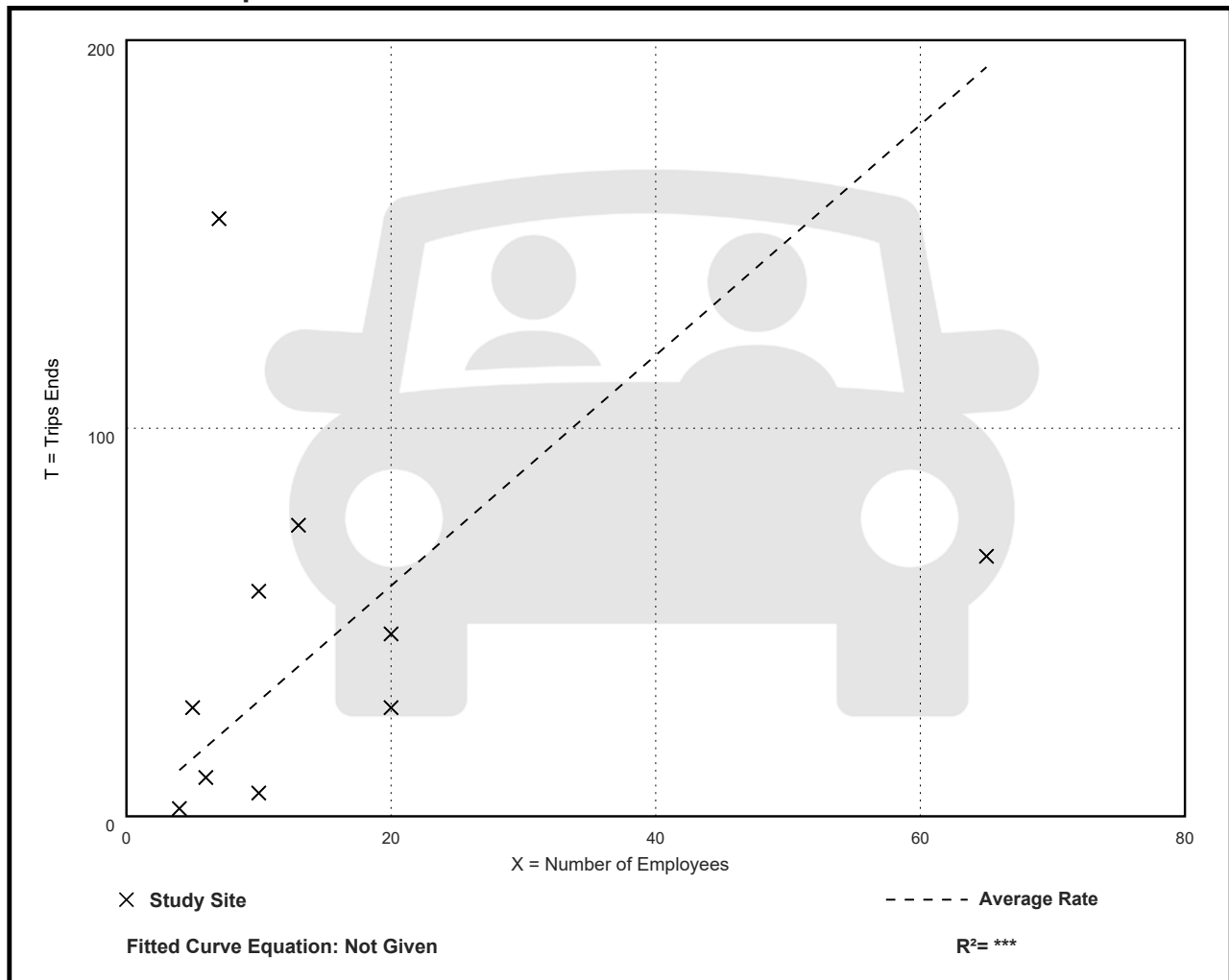
Avg. Num. of Employees: 16

Directional Distribution: 51% entering, 49% exiting

Vehicle Trip Generation per Employee

Average Rate	Range of Rates	Standard Deviation
2.97	0.50 - 22.00	4.67

Data Plot and Equation



High-Turnover (Sit-Down) Restaurant (932)

Vehicle Trip Ends vs: Employees

On a: Weekday,

Peak Hour of Adjacent Street Traffic,

One Hour Between 4 and 6 p.m.

Setting/Location: General Urban/Suburban

Number of Studies: 28

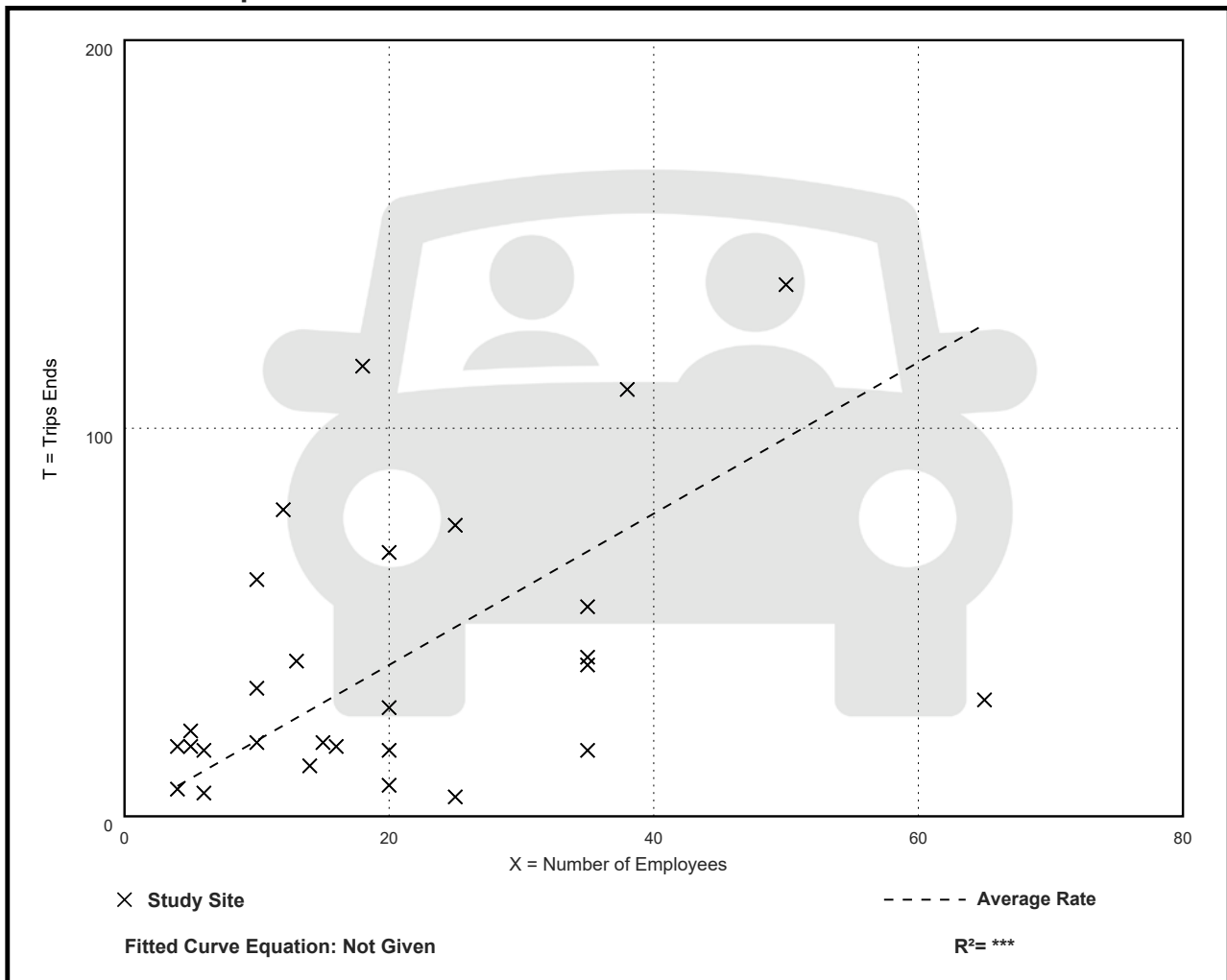
Avg. Num. of Employees: 20

Directional Distribution: 58% entering, 42% exiting

Vehicle Trip Generation per Employee

Average Rate	Range of Rates	Standard Deviation
1.95	0.20 - 6.58	1.65

Data Plot and Equation



High-Turnover (Sit-Down) Restaurant (932)

Vehicle Trip Ends vs: Employees

On a: Weekday,

AM Peak Hour of Generator

Setting/Location: General Urban/Suburban

Number of Studies: 30

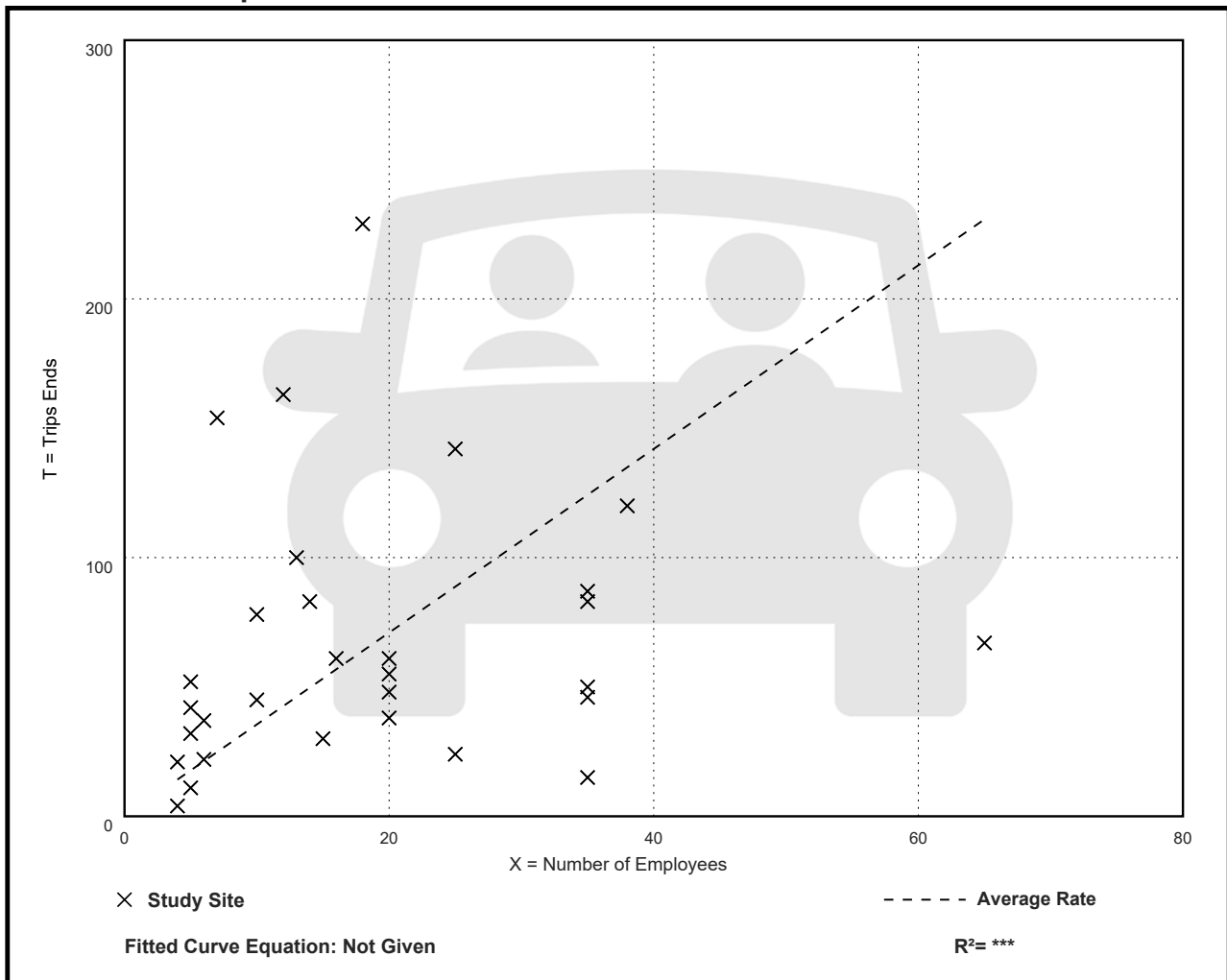
Avg. Num. of Employees: 19

Directional Distribution: 60% entering, 40% exiting

Vehicle Trip Generation per Employee

Average Rate	Range of Rates	Standard Deviation
3.55	0.43 - 22.00	3.76

Data Plot and Equation



High-Turnover (Sit-Down) Restaurant (932)

Vehicle Trip Ends vs: Employees

On a: Weekday,

PM Peak Hour of Generator

Setting/Location: General Urban/Suburban

Number of Studies: 32

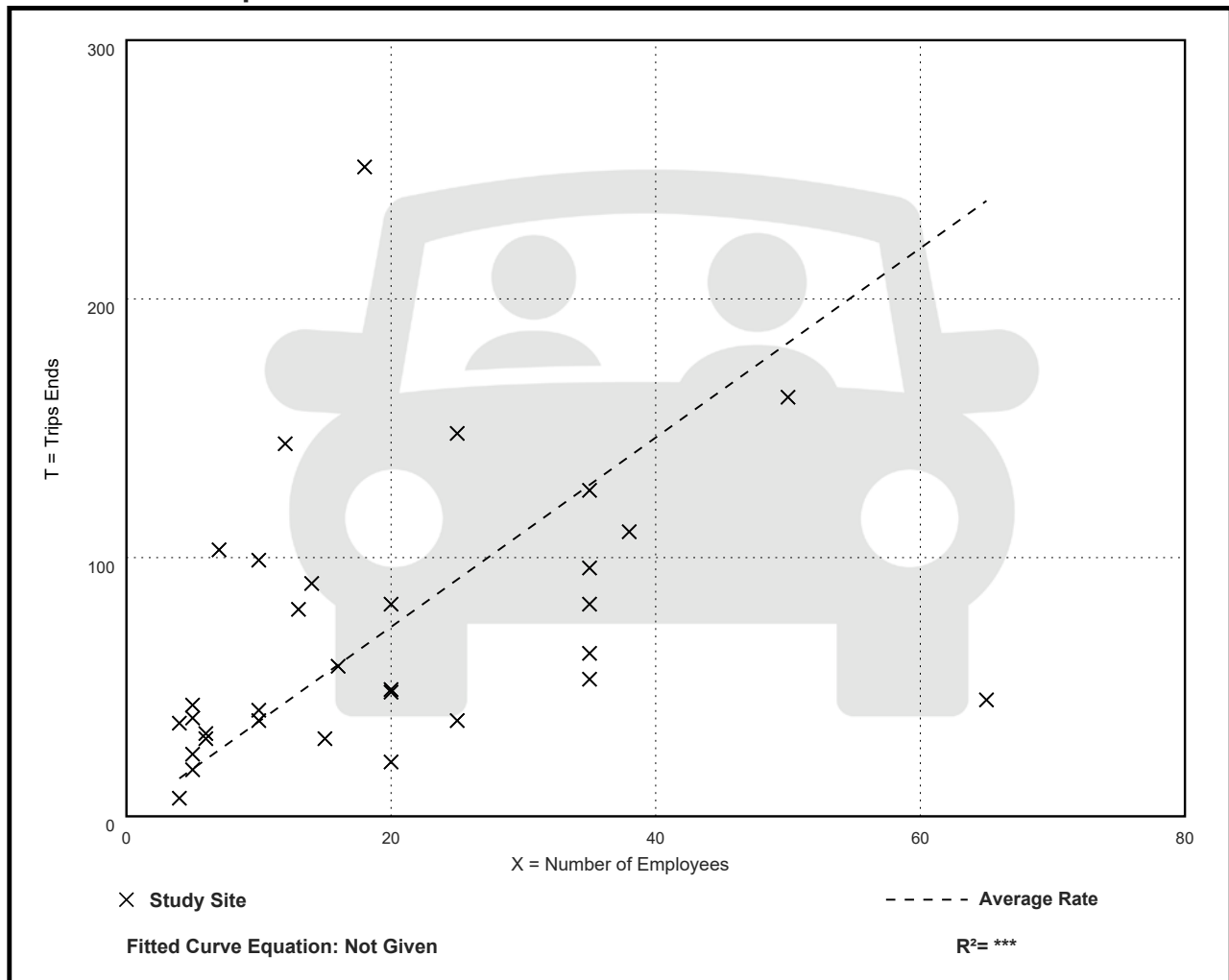
Avg. Num. of Employees: 19

Directional Distribution: 49% entering, 51% exiting

Vehicle Trip Generation per Employee

Average Rate	Range of Rates	Standard Deviation
3.66	0.69 - 14.71	3.15

Data Plot and Equation



High-Turnover (Sit-Down) Restaurant (932)

Walk+Bike+Transit Trip Ends vs: 1000 Sq. Ft. GFA

On a: Weekday,

Peak Hour of Adjacent Street Traffic,

One Hour Between 4 and 6 p.m.

Setting/Location: General Urban/Suburban

Number of Studies: 1

Avg. 1000 Sq. Ft. GFA: 8

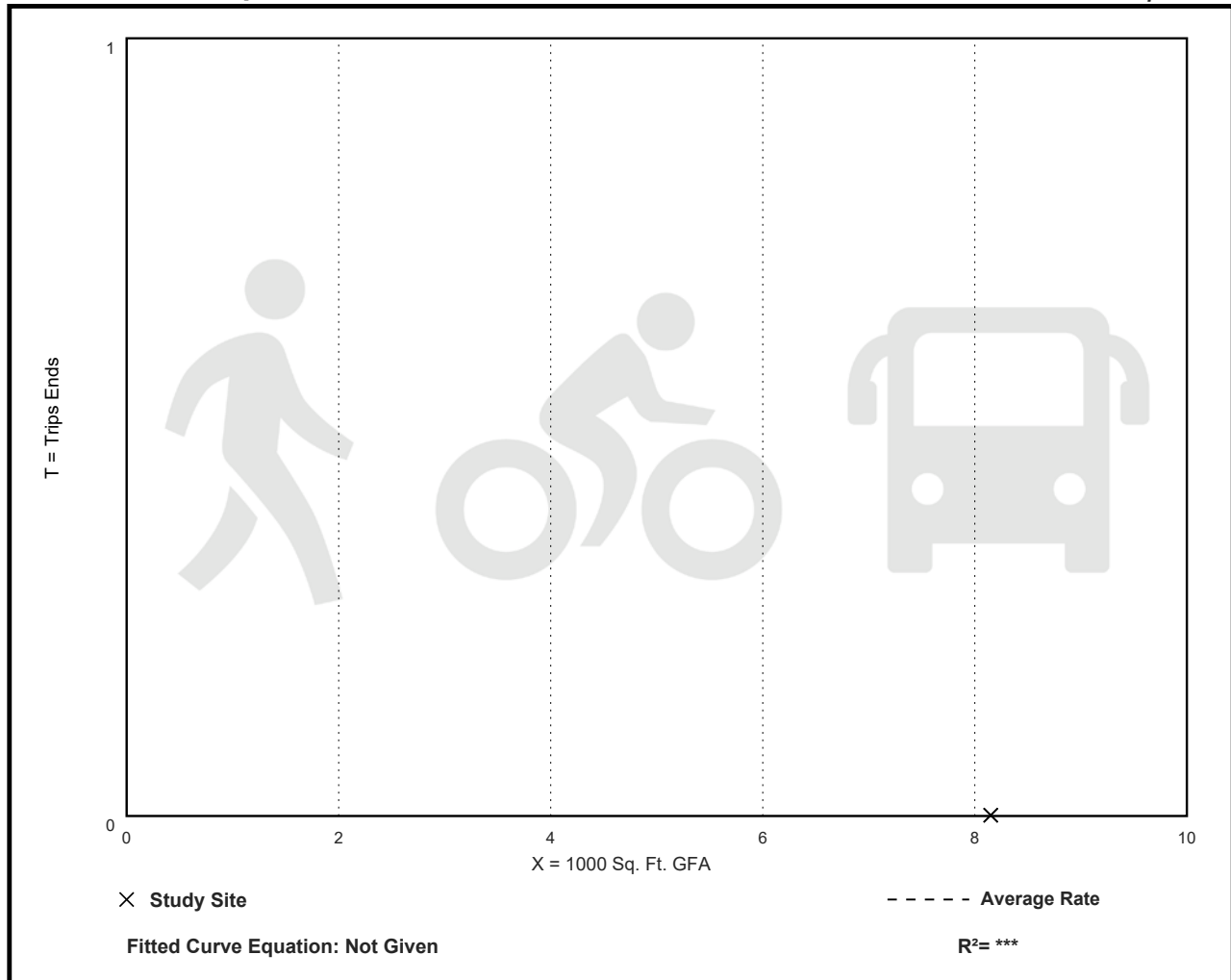
Directional Distribution: Not Available

Walk+Bike+Transit Trip Generation per 1000 Sq. Ft. GFA

Average Rate	Range of Rates	Standard Deviation
0.00	0.00 - 0.00	***

Data Plot and Equation

Caution – Small Sample Size



High-Turnover (Sit-Down) Restaurant (932)

Walk+Bike+Transit Trip Ends vs: 1000 Sq. Ft. GFA

On a: Weekday,

AM Peak Hour of Generator

Setting/Location: General Urban/Suburban

Number of Studies: 1

Avg. 1000 Sq. Ft. GFA: 11

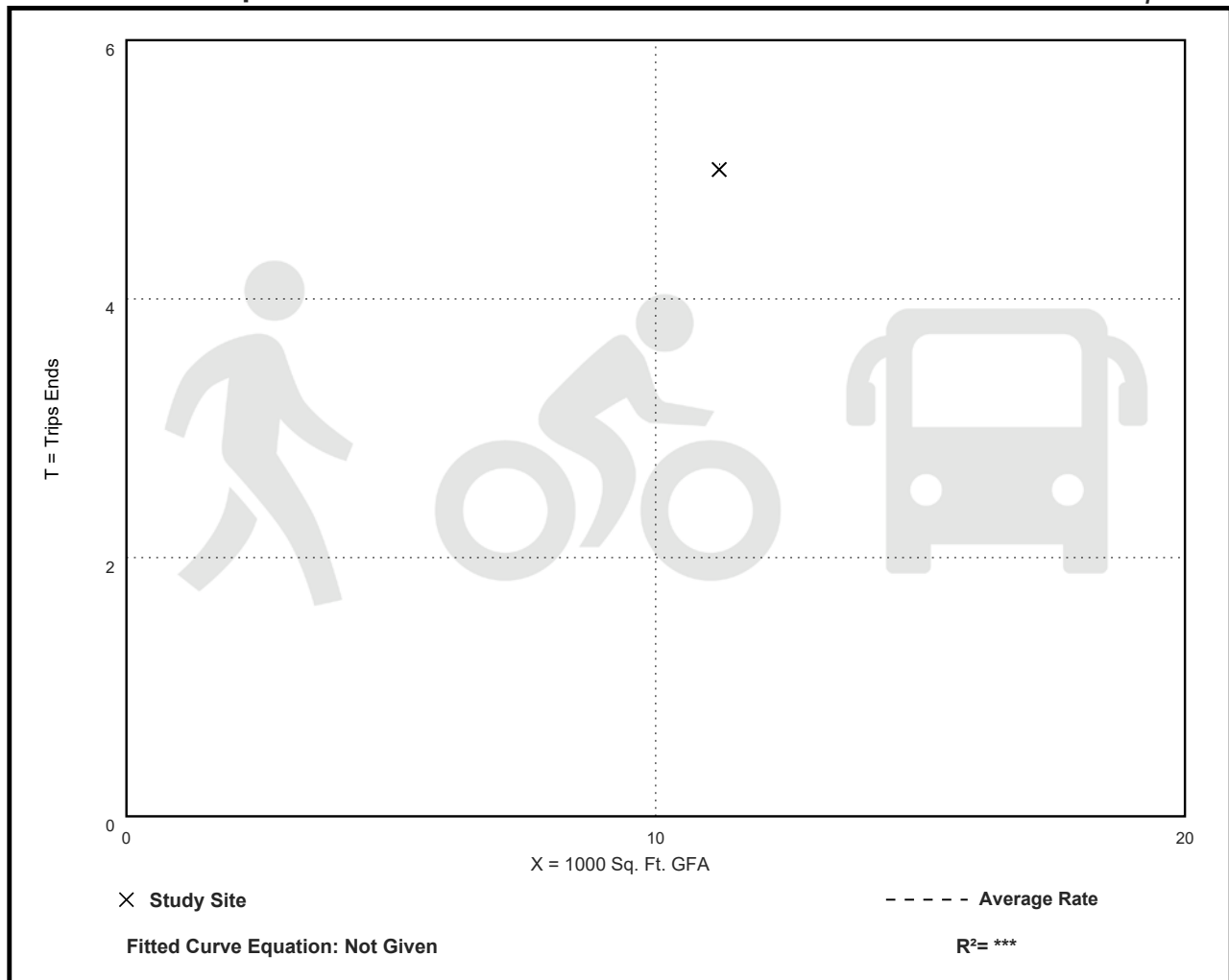
Directional Distribution: Not Available

Walk+Bike+Transit Trip Generation per 1000 Sq. Ft. GFA

Average Rate	Range of Rates	Standard Deviation
0.45	0.45 - 0.45	***

Data Plot and Equation

Caution – Small Sample Size



High-Turnover (Sit-Down) Restaurant (932)

Walk+Bike+Transit Trip Ends vs: Seats

On a: Weekday,

AM Peak Hour of Generator

Setting/Location: General Urban/Suburban

Number of Studies: 1

Avg. Num. of Seats: 250

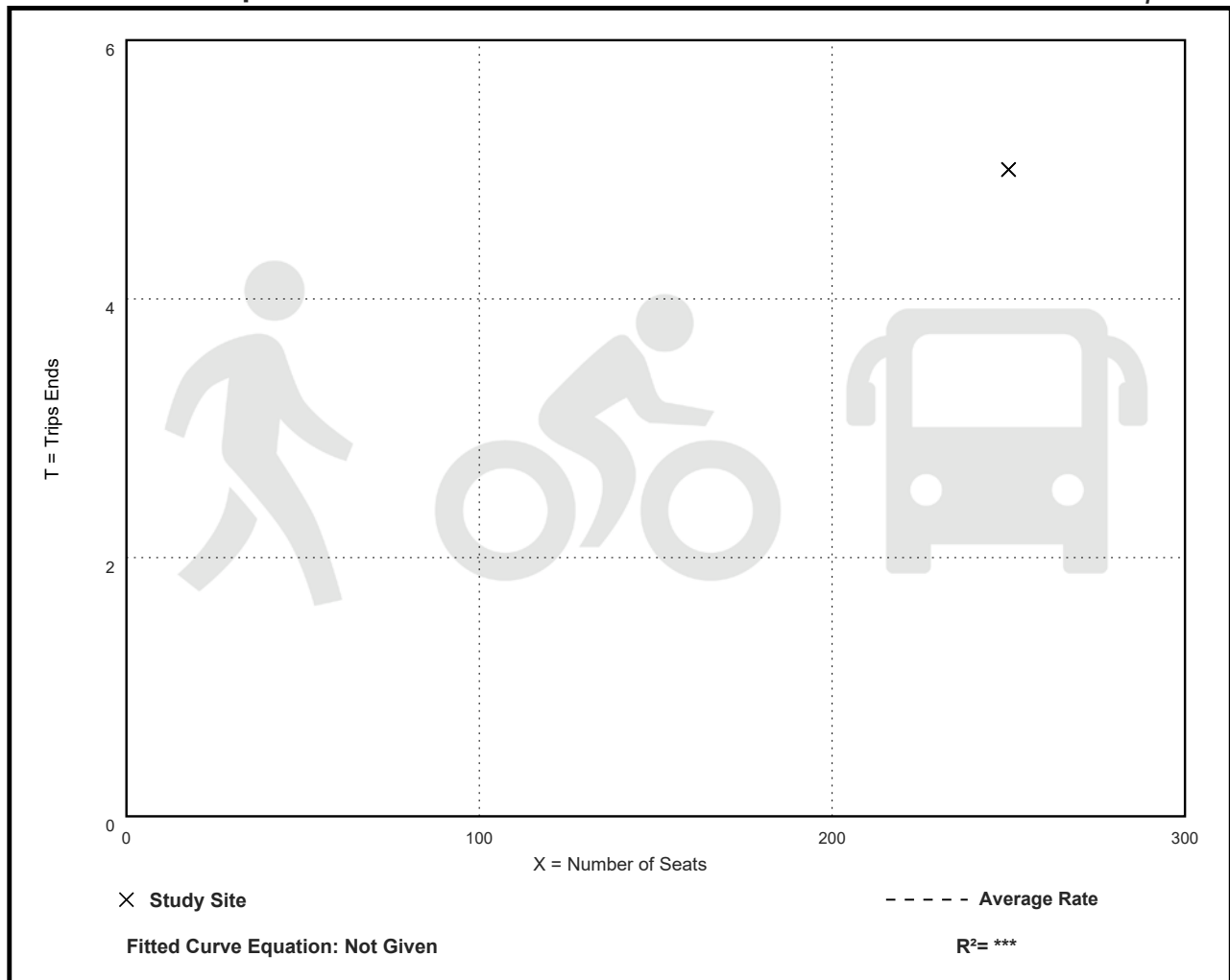
Directional Distribution: Not Available

Walk+Bike+Transit Trip Generation per Seat

Average Rate	Range of Rates	Standard Deviation
0.02	0.02 - 0.02	***

Data Plot and Equation

Caution – Small Sample Size



High-Turnover (Sit-Down) Restaurant (932)

Walk+Bike+Transit Trip Ends vs: Employees

On a: Weekday,

AM Peak Hour of Generator

Setting/Location: General Urban/Suburban

Number of Studies: 1

Avg. Num. of Employees: 35

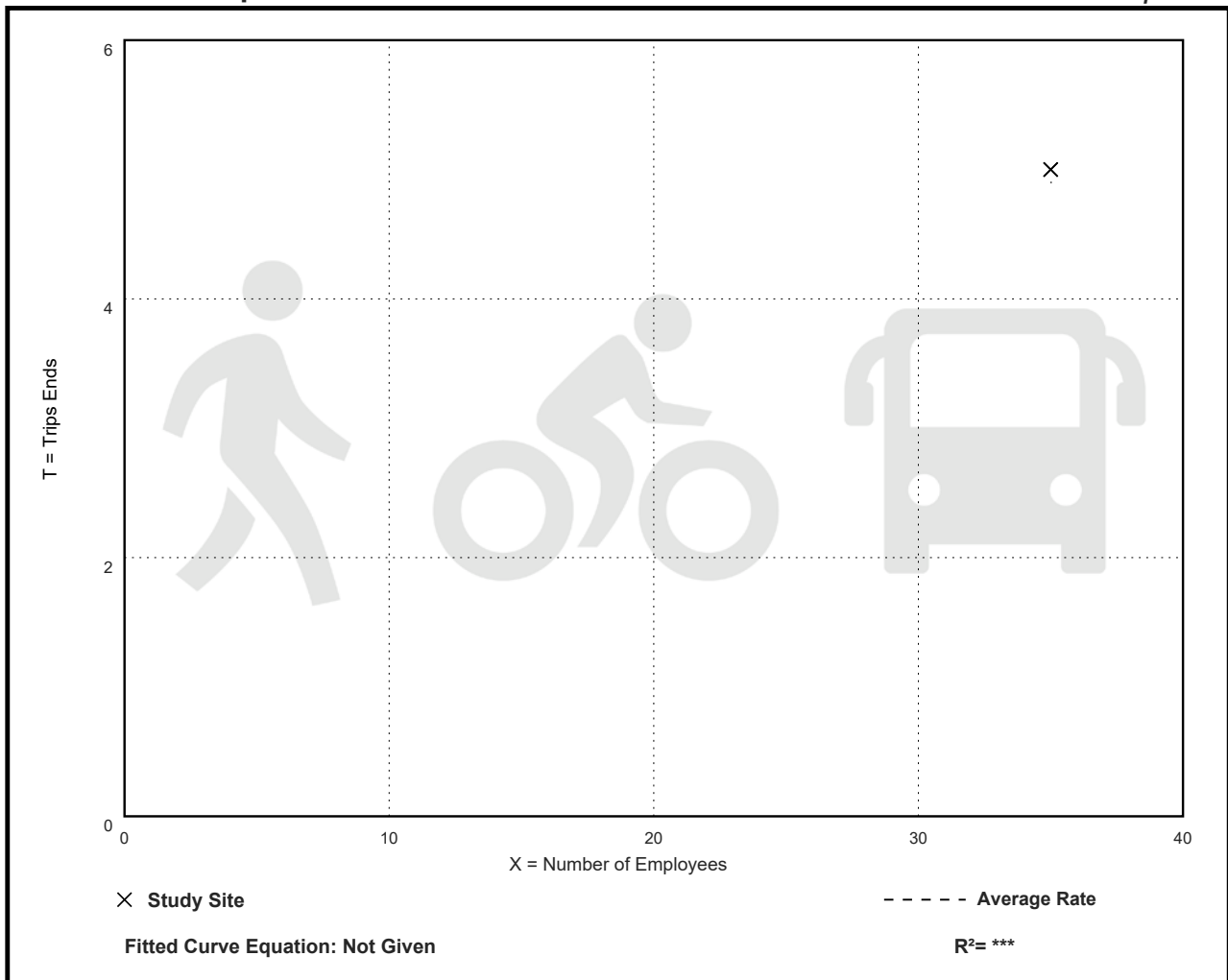
Directional Distribution: Not Available

Walk+Bike+Transit Trip Generation per Employee

Average Rate	Range of Rates	Standard Deviation
0.14	0.14 - 0.14	***

Data Plot and Equation

Caution – Small Sample Size



Land Use: 936

Coffee/Donut Shop without Drive-Through Window

Description

This land use includes any coffee and donut restaurant that does not have a drive-through window. The restaurant sells freshly brewed coffee (along with coffee-related accessories) and a variety of food/drink products such as donuts, bagels, breads, muffins, cakes, sandwiches, wraps, salads, and other hot and cold beverages. The restaurant marketing and sales may emphasize coffee beverages over food (or vice versa).

A coffee/donut shop typically holds long store hours (more than 15 hours) with an early morning opening. Limited indoor seating is generally provided for patrons, but table service is not provided.

Coffee/donut shop with drive-through window (Land Use 937) and coffee/donut shop with drive-through window and no indoor seating (Land Use 938) are related uses.

Additional Data

Many of the facilities in this land use were located within a shopping center or as an outparcel to a shopping center.

The technical appendices provide supporting information on time-of-day distributions for this land use. The appendices can be accessed through either the ITETripGen web app or the trip generation resource page on the ITE website (<https://www.ite.org/technical-resources/topics/trip-and-parking-generation/>).

The sites were surveyed in the 1990s, the 2000s, and the 2010s in California, Massachusetts, Minnesota, New Hampshire, New Jersey, New York, Pennsylvania, and Vermont.

Specialized Land Use Data

One study provided data for a coffee/donut shop without a drive-through window that sells donuts and ice cream (source 563). The trip generating characteristics of this site differed from the sites included in this land use; therefore, trip generation information for this site is presented here and was excluded from the data plots. The site had a gross floor area of 2,400 square feet. It generated 48 vehicle trips during the weekday PM peak hour of adjacent street traffic and 52 vehicle trips during the weekday PM peak hour of the generator.

One study provided data for a coffee/donut shop without a drive-through window that sells donuts and sandwiches (source 563). The trip generating characteristics of this site differed from the sites included in this land use; therefore, trip generation information for this site is presented here and was excluded from the data plots. The site had a gross floor area of 4,000 square feet. It generated 239 vehicle trips during the weekday AM peak hour of adjacent street traffic, 52 vehicle trips during the weekday PM peak hour of adjacent street traffic, and 111 vehicle trips during the weekday PM peak hour of the generator.

Source Numbers

555, 563, 571, 594, 617, 618, 621, 728, 863, 902, 954, 955, 982, 1020

Coffee/Donut Shop without Drive-Through Window (936)

Vehicle Trip Ends vs: 1000 Sq. Ft. GFA

On a: Weekday,

Peak Hour of Adjacent Street Traffic,

One Hour Between 7 and 9 a.m.

Setting/Location: General Urban/Suburban

Number of Studies: 25

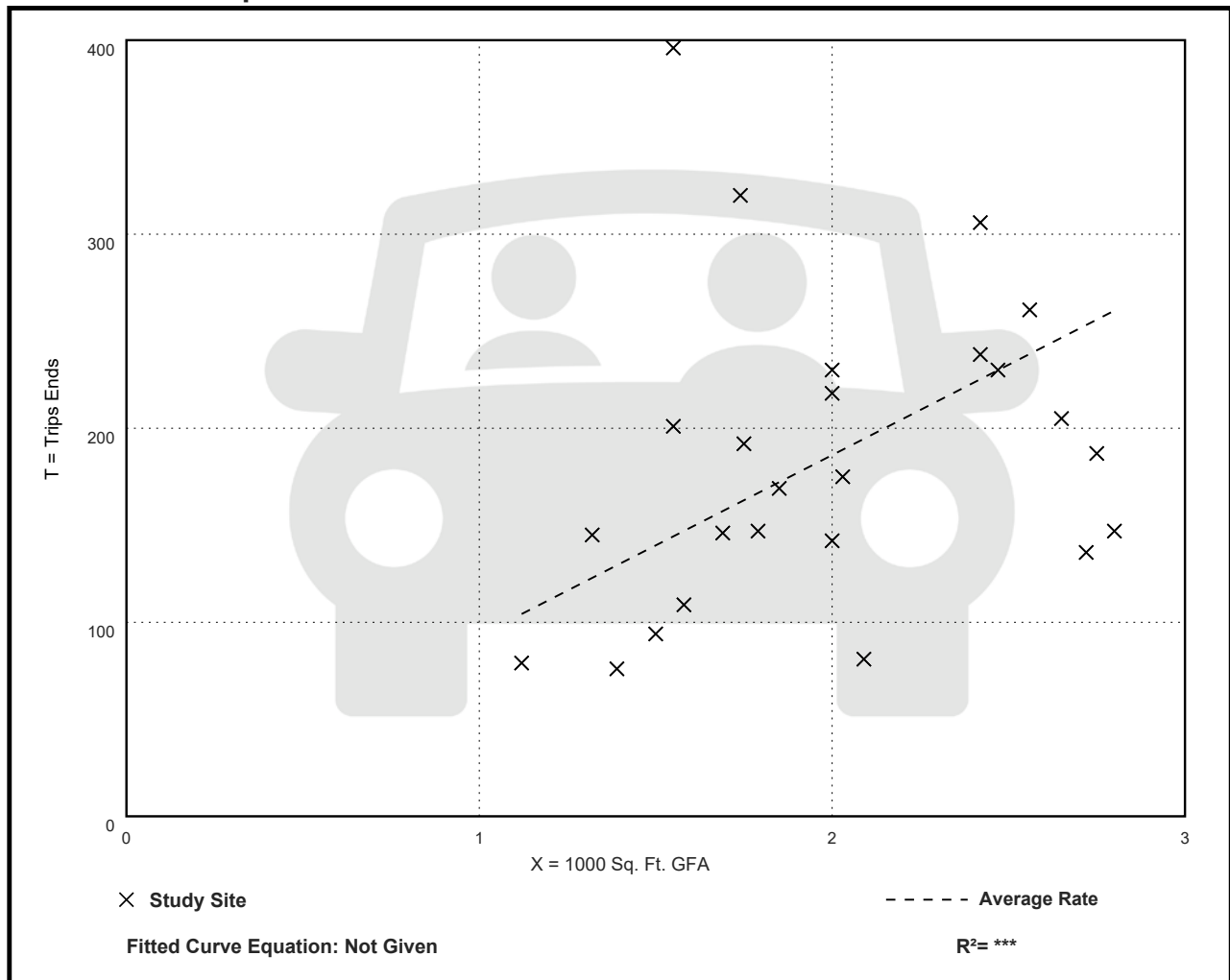
Avg. 1000 Sq. Ft. GFA: 2

Directional Distribution: 51% entering, 49% exiting

Vehicle Trip Generation per 1000 Sq. Ft. GFA

Average Rate	Range of Rates	Standard Deviation
93.08	38.76 - 255.48	42.71

Data Plot and Equation



Coffee/Donut Shop without Drive-Through Window (936)

Vehicle Trip Ends vs: 1000 Sq. Ft. GFA

On a: Weekday,

Peak Hour of Adjacent Street Traffic,

One Hour Between 4 and 6 p.m.

Setting/Location: General Urban/Suburban

Number of Studies: 16

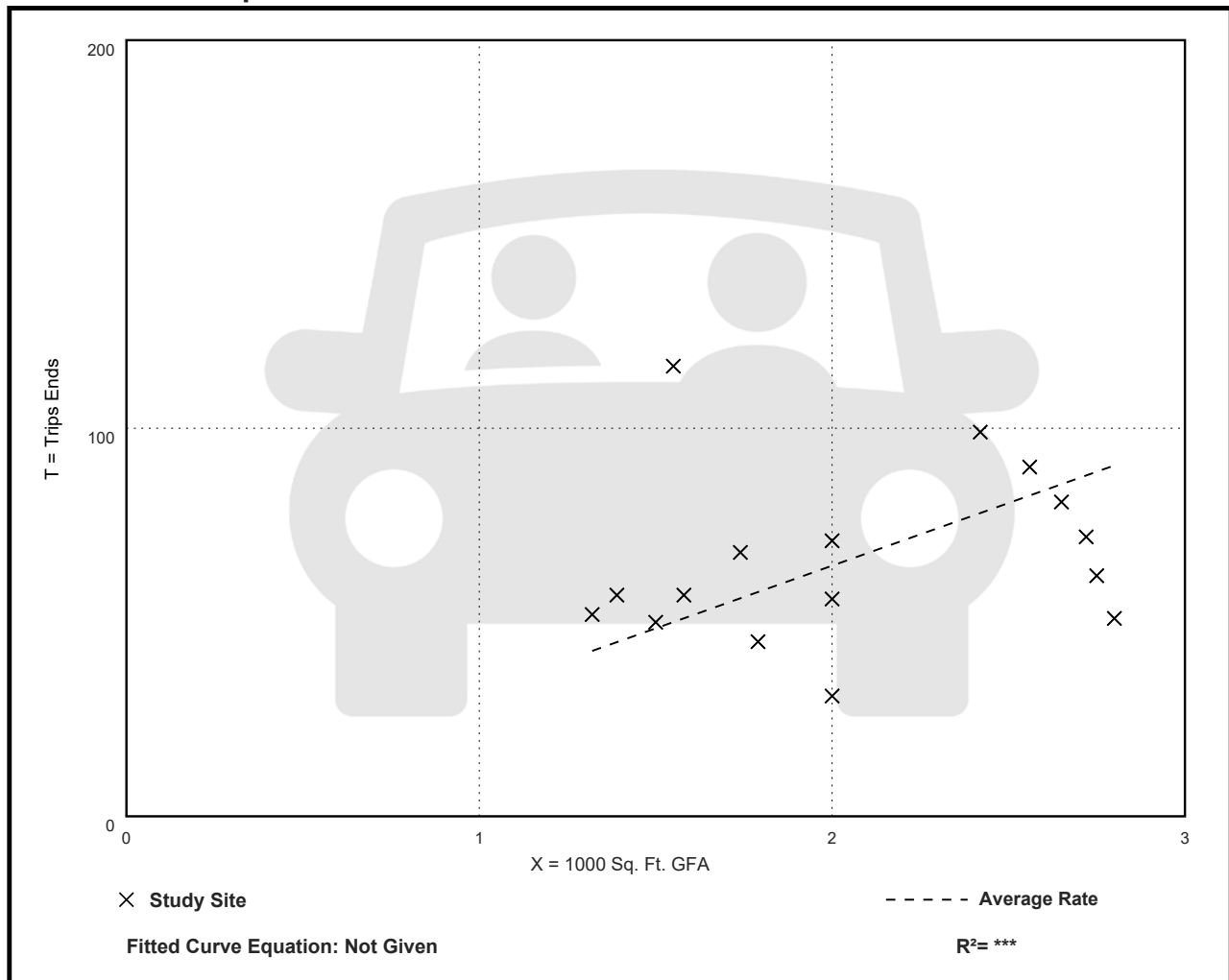
Avg. 1000 Sq. Ft. GFA: 2

Directional Distribution: 50% entering, 50% exiting

Vehicle Trip Generation per 1000 Sq. Ft. GFA

Average Rate	Range of Rates	Standard Deviation
32.29	15.50 - 74.84	12.64

Data Plot and Equation



Coffee/Donut Shop without Drive-Through Window (936)

Vehicle Trip Ends vs: 1000 Sq. Ft. GFA

On a: Weekday,

AM Peak Hour of Generator

Setting/Location: General Urban/Suburban

Number of Studies: 23

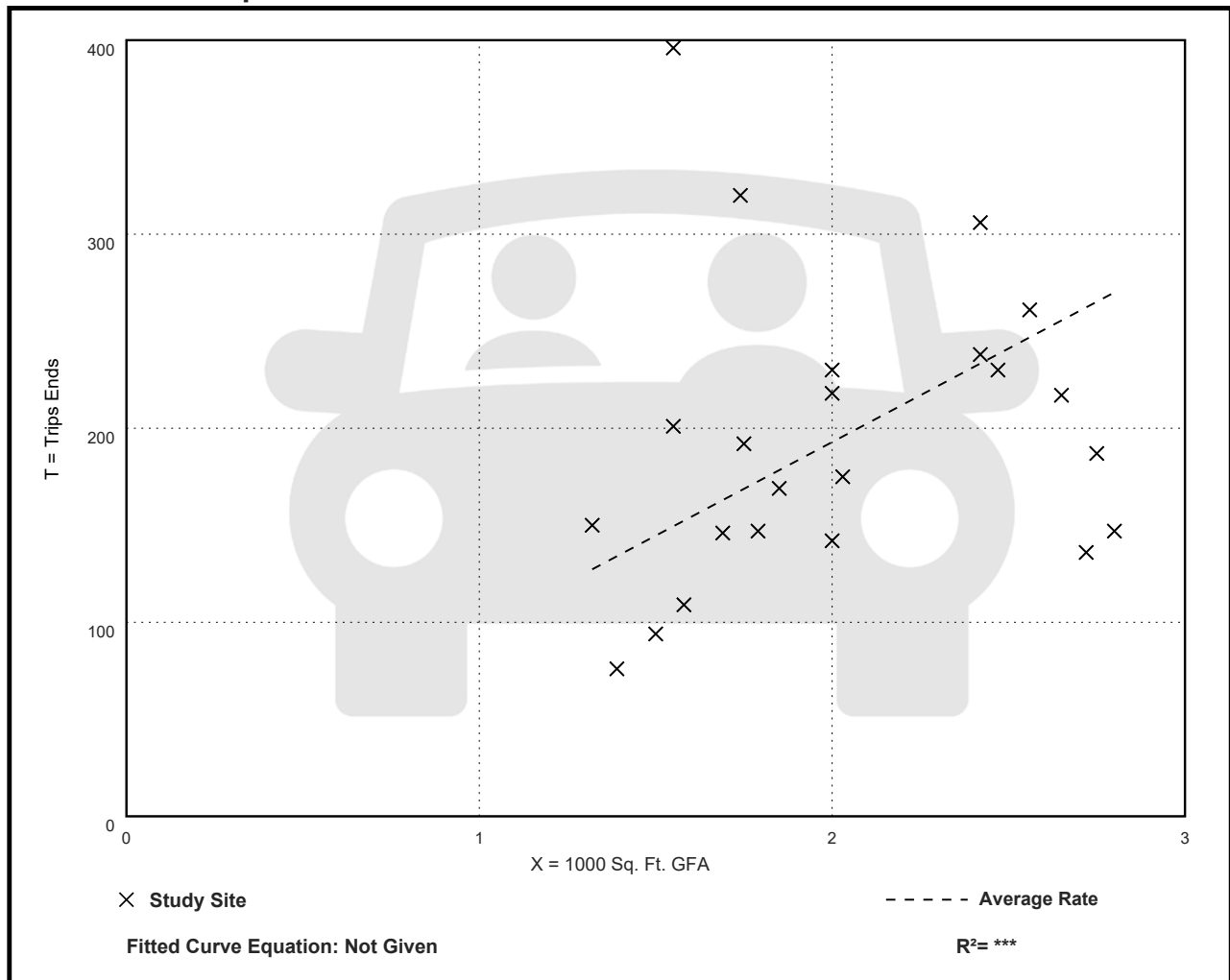
Avg. 1000 Sq. Ft. GFA: 2

Directional Distribution: 51% entering, 49% exiting

Vehicle Trip Generation per 1000 Sq. Ft. GFA

Average Rate	Range of Rates	Standard Deviation
96.43	50.00 - 255.48	42.32

Data Plot and Equation



Coffee/Donut Shop without Drive-Through Window (936)

Vehicle Trip Ends vs: 1000 Sq. Ft. GFA

On a: Weekday,

PM Peak Hour of Generator

Setting/Location: General Urban/Suburban

Number of Studies: 15

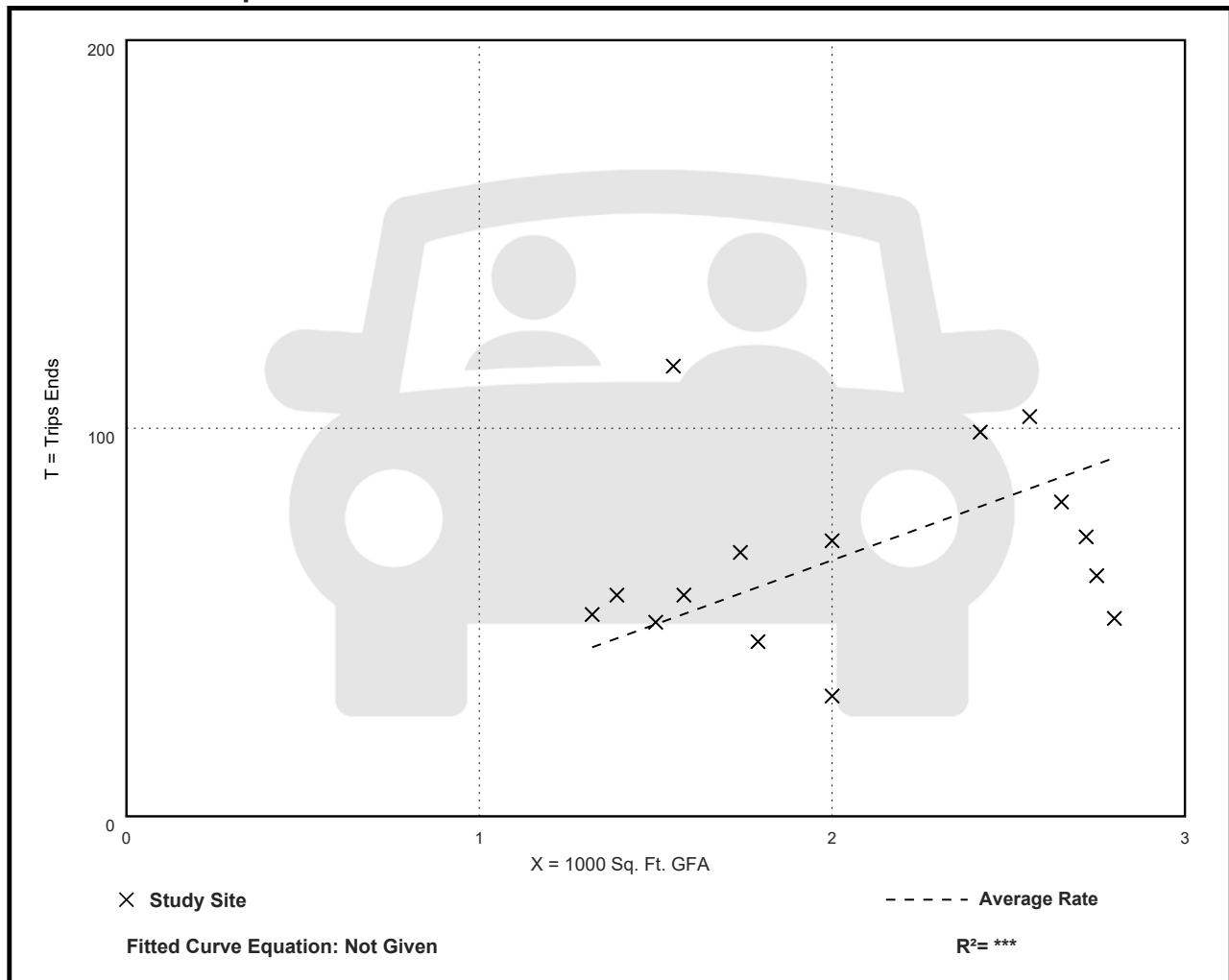
Avg. 1000 Sq. Ft. GFA: 2

Directional Distribution: 50% entering, 50% exiting

Vehicle Trip Generation per 1000 Sq. Ft. GFA

Average Rate	Range of Rates	Standard Deviation
32.99	15.50 - 74.84	13.20

Data Plot and Equation



Coffee/Donut Shop without Drive-Through Window (936)

Vehicle Trip Ends vs: 1000 Sq. Ft. GFA

On a: Saturday, Peak Hour of Generator

Setting/Location: General Urban/Suburban

Number of Studies: 7

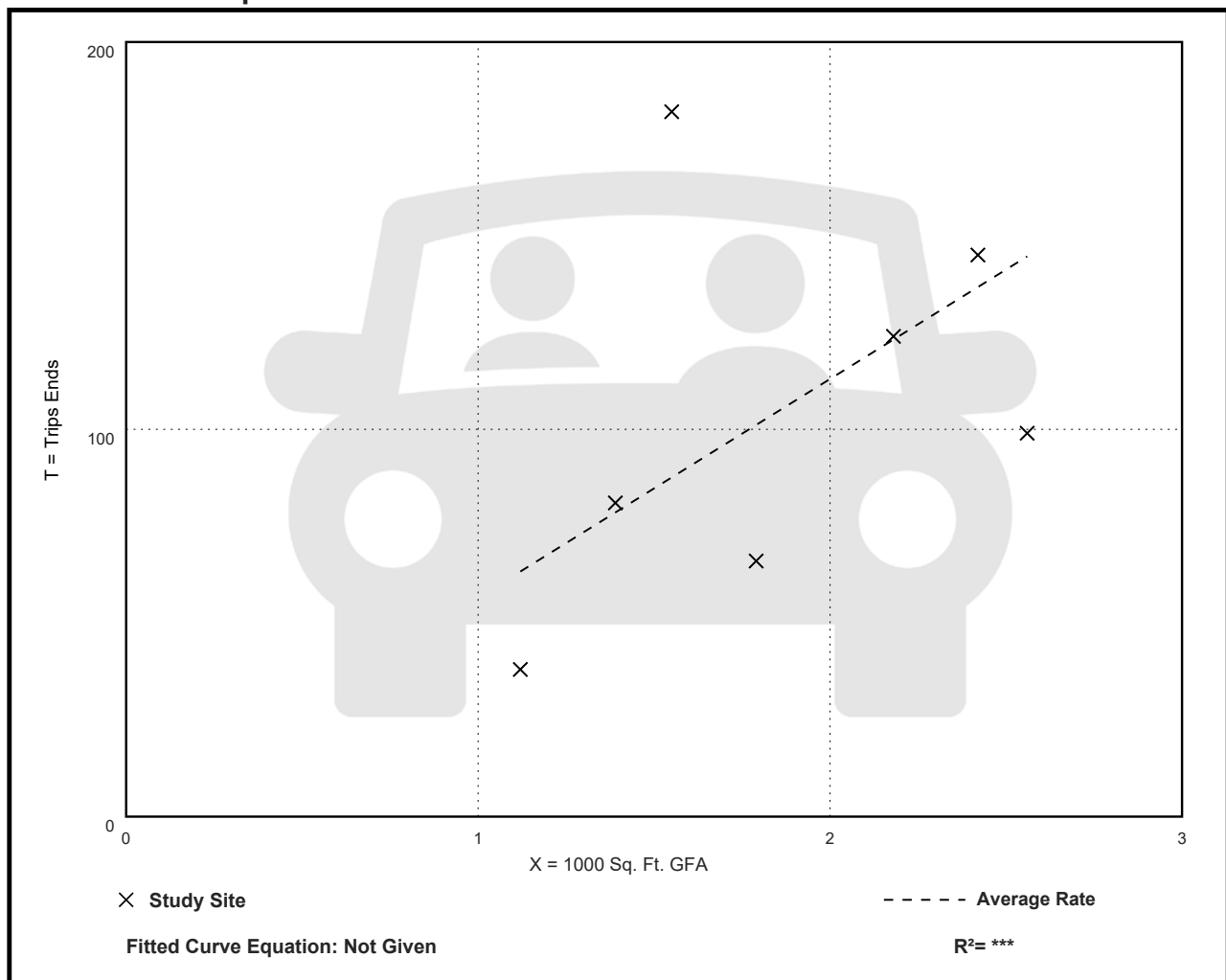
Avg. 1000 Sq. Ft. GFA: 2

Directional Distribution: 49% entering, 51% exiting

Vehicle Trip Generation per 1000 Sq. Ft. GFA

Average Rate	Range of Rates	Standard Deviation
56.50	33.93 - 117.42	26.55

Data Plot and Equation



Coffee/Donut Shop without Drive-Through Window (936)

Vehicle Trip Ends vs: Seats

On a: Weekday,

Peak Hour of Adjacent Street Traffic,

One Hour Between 7 and 9 a.m.

Setting/Location: General Urban/Suburban

Number of Studies: 1

Avg. Num. of Seats: 19

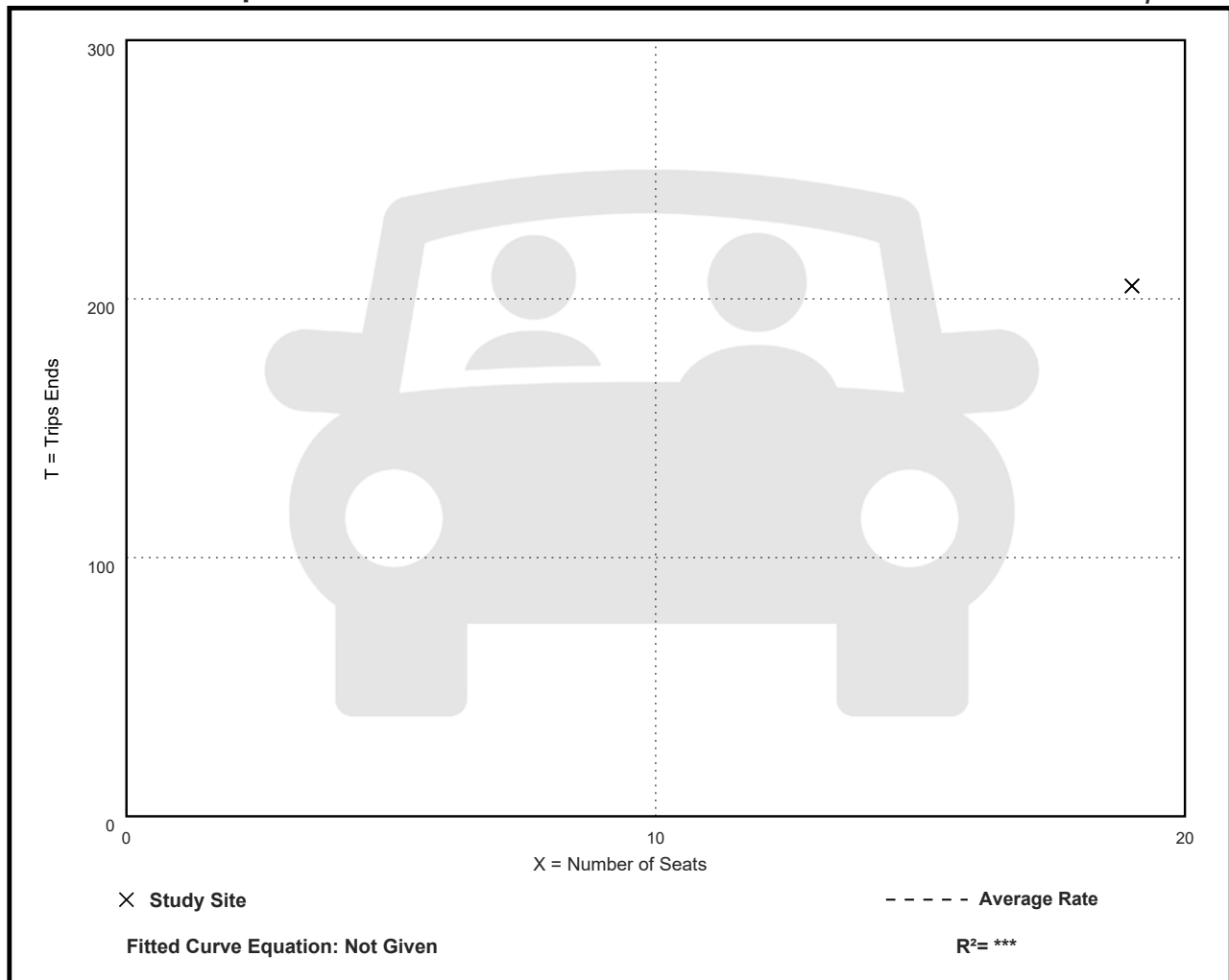
Directional Distribution: 53% entering, 47% exiting

Vehicle Trip Generation per Seat

Average Rate	Range of Rates	Standard Deviation
10.79	10.79 - 10.79	***

Data Plot and Equation

Caution – Small Sample Size



Coffee/Donut Shop without Drive-Through Window (936)

Vehicle Trip Ends vs: Seats

On a: Weekday,

Peak Hour of Adjacent Street Traffic,

One Hour Between 4 and 6 p.m.

Setting/Location: General Urban/Suburban

Number of Studies: 1

Avg. Num. of Seats: 19

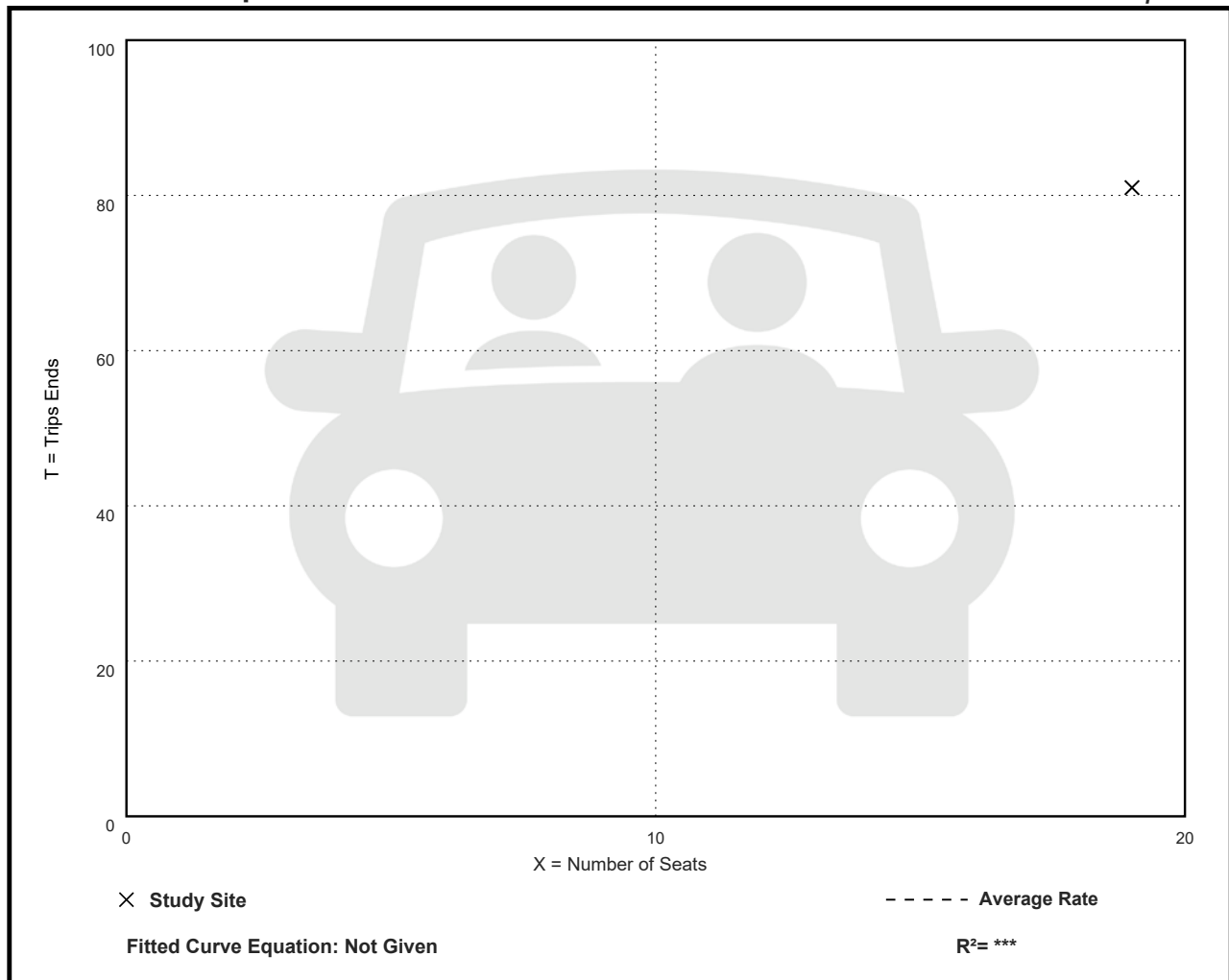
Directional Distribution: 51% entering, 49% exiting

Vehicle Trip Generation per Seat

Average Rate	Range of Rates	Standard Deviation
4.26	4.26 - 4.26	***

Data Plot and Equation

Caution – Small Sample Size



Coffee/Donut Shop without Drive-Through Window (936)

Vehicle Trip Ends vs: Seats

On a: Weekday,

AM Peak Hour of Generator

Setting/Location: General Urban/Suburban

Number of Studies: 1

Avg. Num. of Seats: 19

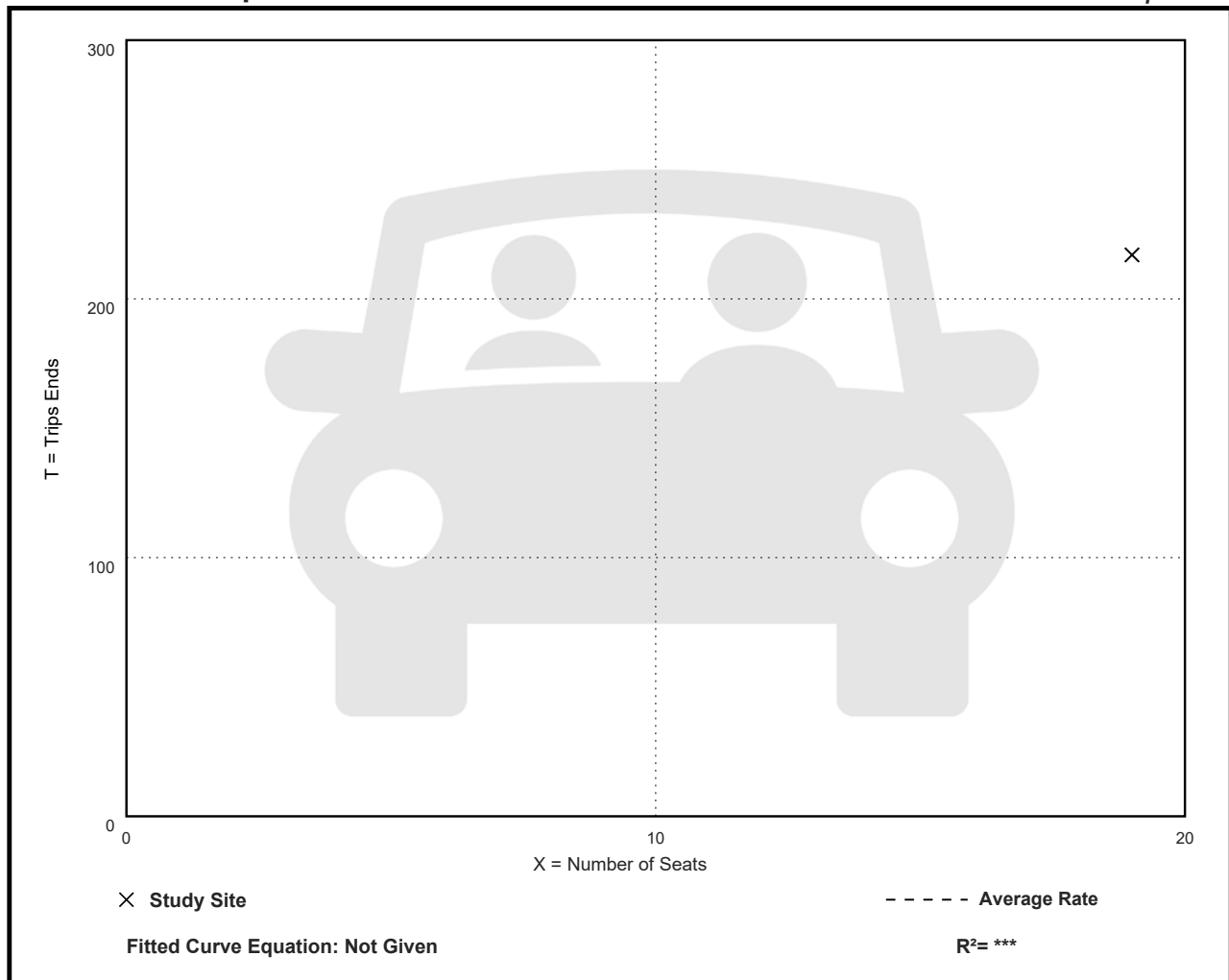
Directional Distribution: 51% entering, 49% exiting

Vehicle Trip Generation per Seat

Average Rate	Range of Rates	Standard Deviation
11.42	11.42 - 11.42	***

Data Plot and Equation

Caution – Small Sample Size



Coffee/Donut Shop without Drive-Through Window (936)

Vehicle Trip Ends vs: Seats

On a: Weekday,

PM Peak Hour of Generator

Setting/Location: General Urban/Suburban

Number of Studies: 1

Avg. Num. of Seats: 19

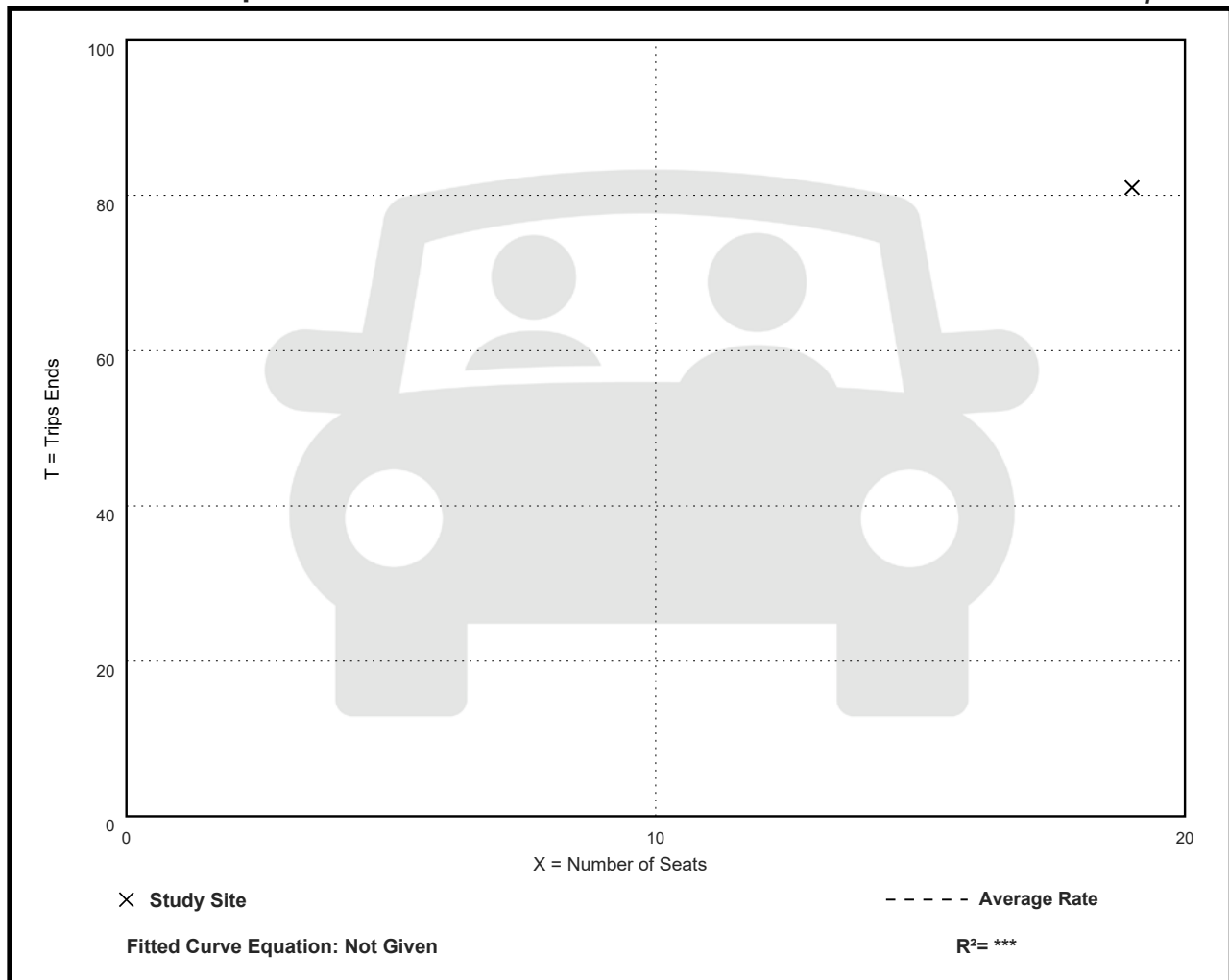
Directional Distribution: 51% entering, 49% exiting

Vehicle Trip Generation per Seat

Average Rate	Range of Rates	Standard Deviation
4.26	4.26 - 4.26	***

Data Plot and Equation

Caution – Small Sample Size





City of Alachua

MIKE DAROZA
CITY MANAGER

PLANNING & COMMUNITY DEVELOPMENT
DIRECTOR KATHY WINBURN

April 18, 2024

Hepin Patel
101 NW US Hwy 73 FL LLC
PO Box 8532
Columbus, GA 31908

RE: LDR Administrator Interpretation: Unlisted Use Determination
101 NW US Hwy 73 FL LLC
15634 NW US Highway 441, Unit 2B (Tax Parcel Number 03869-011-000)

Dear Mr. Patel:

The City of Alachua is in receipt of your application for an interpretation by the Land Development Regulations (LDR) Administrator for an unlisted use determination. The application pertains to a proposed use at 15634 NW US Highway 441, Unit 2B.

The application states that the proposed use would include the retail sale of tobacco, electronic cigarettes, CBD or vapes and other tobacco and electronic cigarettes/vape related products or merchandise.

Table 4.1-1, Table of Allowed Uses, of the LDRs sets forth the uses allowed within the general use zone districts. The business activity described within the request is not expressly listed in the Table 4.1-1 and thus subject to consideration at this location pursuant to the provisions of Section 2.4.19(A).

Section 2.4.19(A) states that the interpretation of all provisions of the LDRs shall be made by the LDR Administrator, and that such interpretations include interpretations of the text of the LDRs; interpretations of the zone district boundaries; and interpretations of whether an unspecified use falls within a use classification, use category or use type allowed in a zone district.

Section 2.4.19(C)(3) states that when rendering an interpretation, "... the LDR Administrator shall review and evaluate the request in light of the Comprehensive Plan, these LDRs, the Official Zoning Atlas, and other relevant codes and statutes... and then render an interpretation." This letter shall serve as the interpretation by the LDR Administrator for your request.

Section 4.2.1(D) of the LDRs provides a procedure for the approval of a use type not specifically listed in Table 4.1-1. Section 4.2.1(D)(2) provides the standards for approving an unlisted use. This section states that the LDR Administrator shall assess all relevant characteristics of the proposed use in order to determine if the proposed use has an impact that is similar in nature, function, and duration to the other use types allowed in the specific zoning district.

The zoning of the subject property is Central Business District (CBD). The CBD zoning district is described as follows in Section 3.5.2(D) of the LDRs:

- 3.5.2(D) *CBD, Central Business District.* The CBD district is established and intended to encourage the development of the City's historic downtown as the focal point in Alachua for an intense mix of office, retail, service, restaurant, entertainment, cultural, government, civic, and residential uses. More specifically, the district is intended to:
- (1) *Protect and enhance architectural character.* Protect and enhance the unique aesthetic and architectural character of Alachua's downtown;
 - (2) *Support economic vitality.* Support the economic vitality of the downtown;
 - (3) *Allow for diverse mix of uses.* Allow for a diverse mix of business, office, institutional, recreational, and residential uses;
 - (4) *Encourage pedestrian friendliness.* Encourage pedestrian-friendly development; and
 - (5) *Discourage highway-oriented uses.* Discourage highway-oriented uses.

The CBD zoning district allows several uses which would not be compatible with the proposed use, including but not limited to several types of residential uses and would encourage a more intensive highway-oriented use in the CBD zone district, thus conflicting with the purpose of the CBD zone district as set forth in Section 3.5.2(D) of the LDRs.

Based upon the description of the use provided to the City in your application and the standards for approving an unlisted use, as defined in Section 4.2.1(D)(2) of the LDRs, the proposed use is found to be incompatible with the other uses allowed within the CBD zoning district and would have an impact that is more intense in nature, function, and duration to the other use types the CBD zoning district.

If you wish to appeal this decision, please note the requirements and process as outlined in Section 2.4.20 of the LDRs. This code section has been attached to this letter.

Sincerely,



Mike DaRoza
City Manager/LDR Administrator

Attachment: Section 2.4.20 of the City of Alachua Land Development Regulations

c: Kathy Winburn, Planning & Community Development Director
Justin Tabor, AICP, Principal Planner
Adam Hall, AICP, Principal Planner
Carson Crockett, AICP Candidate
File

2.4.20 *Appeal of interpretation or decision by LDR Administrator.*

- (A) *Right of appeal.* Any person aggrieved or affected by a decision or interpretation of the LDR Administrator (except those related to construction plans (Subsection 2.4.10(G)(4) of this section) may appeal such decision or interpretation to the BOA.
- (B) *Appeal procedure.*
 - (1) *Initiation.*
 - (a) An appeal taken in accordance with this section may be initiated by filing a written notice of appeal within 30 days of the date of the written interpretation or decision with the LDR Administrator.
 - (b) The notice of appeal shall be filed, in writing, in the office of the LDR Administrator during normal business days between the hours of 8:00 a.m. and 4:30 p.m. If the notice of appeal is filed after 4:30 p.m., it shall be considered filed on the subsequent day.
 - (2) *Contents of appeal.* The written notice of appeal shall specify the grounds for the appeal, a statement of the improper decision or interpretation, the date of that decision or interpretation, and all support materials related to the decision.
 - (3) *Record.* After filing of the notice of appeal, the LDR Administrator shall ensure public notification is accomplished, schedule the appeal for consideration by the BOA, and transmit all the papers, documents, and other materials relating to the decision or interpretation appealed to the BOA. These materials shall constitute the record of the appeal.
 - (4) *Scheduling of notice and hearing.* The BOA shall hear the appeal within a reasonable time after its filing, after public notification.
 - (5) *Hearing and decision by BOA.* At the hearing, the person making the appeal may appear in person or by agent or attorney, and shall state the grounds for the appeal and identify any materials or evidence from the record to support the appeal. The LDR Administrator shall be given an opportunity to respond, as well as any other City staff or other person the BOA deems necessary. After the conclusion of the hearing, the BOA shall affirm, partly affirm, modify, or reverse the decision or interpretation, based on the record, and the requirements and standards of these LDRs.
- (C) *Effect of appeal.* A pending appeal stays all proceedings in furtherance of the action appealed from, unless the LDR Administrator certifies to the BOA, after the notice of appeal is filed, that by reason of facts stated in the certificate, a stay would cause imminent peril to life or property. In such case, proceedings shall not be stayed.

Re: LBTR Application - 101 NW US Hwy 73 FL LLC

Gail deLeede <gail.d@usa101holding.com>

Tue 6/25/2024 10:46 AM

To: Justin Tabor <ju_tabor@cityofalachua.org>;

Got it. Thanks Justin

Gail deLeede

101 USA Holding LLC

101 Franchising LLC

Paralegal & Executive Admin

Cell: 678.481.9955



www.101smokeshop.com

www.distributorsga.com

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From: Justin Tabor <ju_tabor@cityofalachua.org>

Date: Tuesday, June 25, 2024 at 7:58 AM

To: Gail deLeede <gail.d@usa101holding.com>

Subject: Re: LBTR Application - 101 NW US Hwy 73 FL LLC

Gail,

Due to scheduling conflicts on 7/22 the Board of Adjustment hearing has been set for Monday, 8/12 at 5 PM.

Please feel free to contact me if you have any questions.



JUSTIN TABOR

Principal Planner

☎ 386.418.6123

✉ jtabor@cityofalachua.org

🌐 www.cityofalachua.org

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From: Gail deLeede <gail.d@usa101holding.com>
Sent: Monday, June 10, 2024 10:54:31 AM
To: Justin Tabor
Subject: Re: LBTR Application - 101 NW US Hwy 73 FL LLC

Hi Justin,

This was paid today.

Thanks !!

Gail deLeede
101 USA Holding LLC
101 Franchising LLC
Paralegal & Executive Admin
Cell: 678.481.9955



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From: Justin Tabor <ju_tabor@cityofalachua.org>
Date: Wednesday, June 5, 2024 at 8:52 AM
To: Gail deLeede <gail.d@usa101holding.com>
Subject: Re: LBTR Application - 101 NW US Hwy 73 FL LLC

Gail,

Please find the invoice attached. Payment can be [made online](#). Kindly respond to this message once payment is remitted.



JUSTIN TABOR

Principal Planner

☎ 386.418.6123

✉ jtabor@cityofalachua.org

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From: Gail deLeede <gail.d@usa101holding.com>
Sent: Tuesday, June 4, 2024 9:17 AM
To: Justin Tabor
Subject: Re: LBTR Application - 101 NW US Hwy 73 FL LLC

Thanks Justin. Just send the link when convenient and I'll get it paid. I'll also make sure our COO is aware of the July 22nd hearing.

Gail deLeede

101 USA Holding LLC

101 Franchising LLC

Paralegal & Executive Admin

Cell: 678.481.9955



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From: Justin Tabor <ju_tabor@cityofalachua.org>
Date: Tuesday, June 4, 2024 at 9:15 AM
To: Gail deLeede <gail.d@usa101holding.com>
Cc: Kathy Winburn <ka_winburn@cityofalachua.org>, Mike DaRoza <wi_daroza@cityofalachua.org>
Subject: Re: LBTR Application - 101 NW US Hwy 73 FL LLC

Gail,

I am working remotely today and do not have access to our invoice system outside of the office, but I will send the invoice to you as soon as I am back in the office (should be tomorrow).

I should also mention that the tentative hearing date is July 22, 2024 at 5 PM.



JUSTIN TABOR
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From: Gail deLeede <gail.d@usa101holding.com>
Sent: Tuesday, June 4, 2024 9:02:26 AM

To: Justin Tabor
Cc: Kathy Winburn; Mike DaRoza
Subject: Re: LBTR Application - 101 NW US Hwy 73 FL LLC

Justin – you have Made My Day ! !

Is there an invoice or a specific portal where I can pay the \$1,000?

Gail deLeede

101 USA Holding LLC

101 Franchising LLC

Paralegal & Executive Admin

Cell: 678.481.9955



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From: Justin Tabor <ju_tabor@cityofalachua.org>

Date: Tuesday, June 4, 2024 at 8:58 AM

To: Gail deLeede <gail.d@usa101holding.com>

Cc: Kathy Winburn <ka_winburn@cityofalachua.org>, Mike DaRoza <wi_daroza@cityofalachua.org>
Subject: Re: LBTR Application - 101 NW US Hwy 73 FL LLC

Gail,

I have spoken with the City Manager regarding your email sent on May 23. After reviewing our correspondence it was confirmed that the letter was actually emailed on April 22. That said, we did receive your notice to appeal the interpretation within the 30 day period. However, we have not received payment for the appeal request. The fee is \$1,000 and can be paid online or by check. Please let me know how you would like to proceed with payment and I can send you additional information.



JUSTIN TABOR

Principal Planner

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From: Gail deLeede <gail.d@usa101holding.com>
Sent: Thursday, May 23, 2024 5:00:53 PM
To: Justin Tabor
Cc: Kathy Winburn; Mike DaRoza
Subject: Re: LBTR Application - 101 NW US Hwy 73 FL LLC

Justin,

I am again attaching our letter that was mailed on May 2nd since I noticed that Mike DaRoza is copied on this email and it was initially addressed to him.

I would like to point out that the initial interpretation letter from City of Alachua – although dated April 18th – was received 4 days after the 18th on April 22nd via email. Even though there is a 50/50 chance that our hard-copy letter requesting an appeal could very well have been delivered to your

offices but misplaced – I did attach a copy of our May 2nd letter in my email correspondence to you yesterday (May 22) - which is 30 days from the date we received your correspondence.

I realize your 30-day timeline as written in Section 2.4.20(B)(1) specifies 30 days from the date of the City's interpretation letter. However due to the fact that there does exist that 50/50 chance of our letter being delivered but inadvertently misplaced – and due to the fact that we have shown a concerted effort to meet the City's requirements - it would be greatly appreciated if we could all agree that such a technicality is the lesser concern, whereas the presentation of our business model, history and community involvement throughout the Southeast merits a meeting/hearing with the City's BOA.

Consideration of the business impact for both 101 and the City versus a date/delivery technicality would be greatly appreciated.

Gail deLeede

101 USA Holding LLC

101 Franchising LLC

Paralegal & Executive Admin

Cell: 678.481.9955



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From: Justin Tabor <ju_tabor@cityofalachua.org>
Date: Thursday, May 23, 2024 at 1:41 PM
To: Gail deLeede <gail.d@usa101holding.com>
Cc: Kathy Winburn <ka_winburn@cityofalachua.org>, Mike DaRoza <wi_daroza@cityofalachua.org>
Subject: Re: LBTR Application - 101 NW US Hwy 73 FL LLC

Gail,

I have spoken with the LDR Administrator regarding your appeal. Since we did not receive written notice within the 30 day period as specified in Section 2.4.20(B)(1) of the City of Alachua Land Development Regulations we are unable to proceed with the appeal. Had the letter been sent using a method to verify delivery we might be able to proceed, however, since this did not occur we are now outside of the 30 day appeal period.



JUSTIN TABOR

Principal Planner

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From: Gail deLeede <gail.d@usa101holding.com>
Sent: Thursday, May 23, 2024 11:33:38 AM
To: Justin Tabor
Cc: Kathy Winburn; Mike DaRoza
Subject: Re: LBTR Application - 101 NW US Hwy 73 FL LLC

Justin,

Yes. It was sent first class – but it wasn't express mail or via a delivery that had a tracking number assigned to it.

Gail deLeede

101 USA Holding LLC

101 Franchising LLC

Paralegal & Executive Admin

Cell: 678.481.9955



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From: Justin Tabor <ju_tabor@cityofalachua.org>

Date: Thursday, May 23, 2024 at 11:14 AM

To: Gail deLeede <gail.d@usa101holding.com>

Cc: Kathy Winburn <ka_winburn@cityofalachua.org>, Mike DaRoza <wi_daroza@cityofalachua.org>

Subject: Re: LBTR Application - 101 NW US Hwy 73 FL LLC

Gail,

I spoke with the City Manager's office and there is no record that the letter was received. Was the letter sent via First Class mail?



JUSTIN TABOR

Principal Planner

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From: Gail deLeede <gail.d@usa101holding.com>
Sent: Thursday, May 23, 2024 8:11 AM
To: Justin Tabor
Subject: Re: LBTR Application - 101 NW US Hwy 73 FL LLC

Morning Justin,

The letter was addressed to Mike Daroza (copy attached). I probably should have sent a copy to you . . . but in all honesty I was leaving for a 10-day vacation the following day and my mind was on how many shoes to pack

Application fee is no problem. I can pay via credit card if this works for you. If by check, I hesitate to mail anything again via USPS and would prefer a physical address where it could be FedEx'd.

Thanks Justin

Gail deLeede

101 USA Holding LLC

101 Franchising LLC

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Cell: 678.481.9955



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From: Justin Tabor <ju_tabor@cityofalachua.org>
Date: Wednesday, May 22, 2024 at 4:57 PM
To: Gail deLeede <gail.d@usa101holding.com>
Subject: Re: LBTR Application - 101 NW US Hwy 73 FL LLC

Gail,

I am not aware of the letter being received. Was the letter addressed to my attention or to the City Manager? There also is an application fee of \$1,000.00.



JUSTIN TABOR

Principal Planner

☎ 386.418.6123

✉ jtabor@cityofalachua.org

🌐 www.cityofalachua.org

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From: Gail deLeede <gail.d@usa101holding.com>
Sent: Wednesday, May 22, 2024 4:05:04 PM
To: Justin Tabor
Subject: Re: LBTR Application - 101 NW US Hwy 73 FL LLC

Hi Justin,

Can you do me a favor? I mailed a letter on May 2 in order to initiate the appeal process and request our Chief Operating Officer be scheduled for a meeting with your BOA.

I called City of Alachua to get a street address so I could FedEx the letter since your letterhead shows a PO Box as the address. I was told by a young lady that the PO Box was the preferred method of delivery.

Can you please check and see if this letter has been reviewed and let me know status of setting up an appeal meeting? I have no idea when you would have received it because the mail in Georgia has been so dismal it is making the national news these days. Most of our staff are in Georgia (Atlanta and Columbus) and our COO would need to clear his schedule so he can travel to Alachua. Therefore I would like to be able to give him an idea of when this might get scheduled on the BOA's calendar.

Thanks so much for any help you can provide.

P.S. I have attached a copy of the letter for reference.

Gail deLeede

101 USA Holding LLC

101 Franchising LLC

Paralegal & Executive Admin

Cell: 678.481.9955



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From: Justin Tabor <ju_tabor@cityofalachua.org>
Date: Monday, April 8, 2024 at 9:45 AM
To: Gail deLeede <gail.d@usa101holding.com>
Cc: Hepin Patel <hepin@usa101holding.com>
Subject: Re: LBTR Application - 101 NW US Hwy 73 FL LLC

Gail,

Please see the attached invoice. Payment can be made [here](#).

Please let me know once payment is remitted as the system does not provide this notice.

Thanks.



JUSTIN TABOR

Principal Planner

📞 386.418.6123

✉️ jtabor@cityofalachua.org

🌐 www.cityofalachua.org

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From: Gail deLeede <gail.d@usa101holding.com>
Sent: Tuesday, April 2, 2024 4:57 PM
To: Justin Tabor
Cc: Hepin Patel
Subject: FW: LBTR Application - 101 NW US Hwy 73 FL LLC

Justin,

Attached is the completed LBTR application as per our conversation yesterday.

Hopefully I have filled-in everything correctly, but let me know if I need to make any corrections or if you need any additional information.

Thank you,

Gail deLeede

101 USA Holding LLC

101 Franchising LLC

Paralegal & Executive Admin

Cell: 678.481.9955



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

From: **Justin Tabor** <ju_tabor@cityofalachua.org>

Date: Mon, Apr 1, 2024 at 4:30 PM

Subject: LBTR Application - 101 NW US Hwy 73 FL LLC

To: hepin@usa101holding.com <hepin@usa101holding.com>

Mr. Patel,

Thank you for taking my call to discuss your Local Business Tax Receipt (LBTR) Application for 1010 NW US Hwy 73 FL LLC. As discussed the proposed use is not identified in the Table 4.1-1 of the City of Alachua Land Development Regulations (LDRs). This table establishes the allowable uses within each zoning district. The LDRs establish a process for consideration of an unlisted use. In order to proceed with consideration of the use at this location, you will need to submit an Application for Interpretation by the LDR Administrator. I have attached this application for your use/reference. The application fee is \$200 and is due when submitting the application to the City. A detailed narrative describing the nature of the business as it pertains to the criteria below will need to be submitted with the application.

- (a) The volume and type of sales, retail, wholesale, etc.; size and type of items sold and nature of inventory on the premises;
- (b) Any processing done on the premises, including assembly, manufacturing, warehousing, shipping, distribution; any dangerous, hazardous, toxic, or explosive materials used in the processing;
- (c) The nature and location of storage and outdoor display of merchandise; enclosed, open, inside or outside the principal building; and predominant types of items stored (such as business vehicles, work-in-process, inventory, and merchandise, construction materials, scrap and junk, and raw materials including liquids and powders);
- (d) The type, size and nature of buildings and structures;
- (e) The number and density of employees and customers per unit area of site in relation to business hours and employment shifts;
- (f) Transportation requirements, including the modal split for people and freight, by volume type and characteristic of traffic generation to and from the site, trip purposes and whether trip purposes can be shared by other use types on the site;
- (g) Parking requirements, turnover and generation, ratio of the number of spaces required per unit area or activity, and the potential for shared parking with other use types;
- (h) The amount and nature of any nuisances generated on the premises, including, but not limited to, noise, smoke, odor, glare, vibration, radiation and fumes;
- (i) Any special public utility requirements for serving the proposed use type, including, but not limited to, water supply, waste water output, pretreatment of wastes and emissions required or recommended, and any significant power structures and communications towers or facilities; and
- (j) The impact on adjacent lands created by the proposed use type, which should not be greater than that of other use types in the zone district.

A finding must be made that the use has an impact that is similar in nature, function, and duration to the other use types allowed in the specific zone district of the property (Central Business District - CBD). For reference, the specific purpose of the CBD zoning district may be referenced [here](#), and the allowable uses within the CBD zoning district may be referenced [here](#).

Please feel free to contact me if you have any questions.



JUSTIN TABOR

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Re: LDR Administrator Interpretation - 101 NW US Hwy 73 FL LLC

Gail deLeede <gail.d@usa101holding.com>

Tue 4/30/2024 4:47 PM

Deleted Items

To: Justin Tabor <ju_tabor@cityofalachua.org>;

Cc: Mike DaRoza <wi_daroza@cityofalachua.org>; Kathy Winburn <ka_winburn@cityofalachua.org>; Adam Hall <ad_hall@cityofalachua.org>;
Carson J. Crockett <ca_crockett@cityofalachua.org>;

Thanks Justin. I'll play around with this and let you know if I have any questions.

Gail deLeede

101 USA Holding LLC

101 Franchising LLC

Paralegal & Executive Admin

Cell: 678.481.9955



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From: Justin Tabor <ju_tabor@cityofalachua.org>

Date: Tuesday, April 30, 2024 at 4:44 PM

To: Gail deLeede <gail.d@usa101holding.com>

Cc: Mike DaRoza <wi_daroza@cityofalachua.org>, Kathy Winburn <ka_winburn@cityofalachua.org>, Adam Hall <ad_hall@cityofalachua.org>, "Carson J. Crockett" <ca_crockett@cityofalachua.org>

Subject: Re: LDR Administrator Interpretation - 101 NW US Hwy 73 FL LLC

Gail,

The City's zoning data can be accessed through [Alachua County Map Genius](#).



JUSTIN TABOR

Principal Planner

☎ 386.418.6123

✉ jtabor@cityofalachua.org

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From: Gail deLeede <gail.d@usa101holding.com>
Sent: Tuesday, April 30, 2024 3:38 PM
To: Justin Tabor
Cc: Mike DaRoza; Kathy Winburn; Adam Hall; Carson J. Crockett
Subject: Re: LDR Administrator Interpretation - 101 NW US Hwy 73 FL LLC

Justin,

We will be appealing this decision – but just so I understand this a bit better, can you send me a map showing the boundary lines of the CBD? There is an “interactive” map online, but I’m not finding it to be very informative.

Thanks,

Gail deLeede

101 USA Holding LLC

101 Franchising LLC

Paralegal & Executive Admin

Cell: 678.481.9955



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From: Justin Tabor <ju_tabor@cityofalachua.org>
Date: Monday, April 22, 2024 at 2:13 PM
To: Hepin Patel <hepin@usa101holding.com>
Cc: Mike DaRoza <wi_daroza@cityofalachua.org>, Kathy Winburn <ka_winburn@cityofalachua.org>, Adam Hall <ad_hall@cityofalachua.org>, "Carson J. Crockett" <ca_crockett@cityofalachua.org>, Gail deLeede <gail.d@usa101holding.com>
Subject: LDR Administrator Interpretation - 101 NW US Hwy 73 FL LLC

Mr. Patel,

Please see the attached letter regarding your application for an Interpretation by the LDR Administrator.



JUSTIN TABOR
Principal Planner
☎ 386.418.6123
✉ jtabor@cityofalachua.org
🌐 www.cityofalachua.org

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USA 101 Holding LLC
101Franchising LLC
101 Distributors GA LLC
P.O. Box 8532
Columbus, GA 31908

May 2, 2024

VIA USPS MAIL

Mr. Mike Daroza
City Manager, LDR Administrator
Planning and Community Development
City of Alachua
PO Box 9
Alachua, FL 32616

Re: Appeal Initiation - LDR Administrator Interpretation
101 NW Hwy US 73 FL LLC
15634 NW US Hwy 441, Unit 2B (Tax Parcel # 03869-11-000)

Mr. Daroza,

In connection with the above-described Administrator Interpretation, please accept this letter as our notice of appeal in regard to your interpretation letter dated April 18, 2024 (received April 22, 2024 via email from Justin Tabor).

The nature of our business, which involves the sale of tobacco, electronic cigarettes, CBD, vapes and other related tobacco and electronic cigarette products, has not been specifically added to the list of permitted uses within the Commercial Business District (CBD) zoning regulations.

We were informed verbally by staff at the Business License Department that the property was zoned for the permitted use. Based on this information, substantial investments were made to prepare the premises, including the build-out, installation of fixtures and procurement of inventory. These investments total approximately \$75,000 to \$100,000. Final completion of the build-out and inventory procurement was approximately March 19, 2024. We were not informed of the zoning issue until we submitted an application for a business license around the 1st week of April.

The specific location of our shopping center, while not directly adjacent to the majority of the CBD, lies within close proximity to a retail business of the same permitted use. This proximity to a similar business indicates a degree of suitability for our proposed use. Despite being located within a larger area zoned outside the CBD, we believe our specific location should be considered for the permitted use due to this close adjacency and the significant investments already made.

We respectfully request the Alachua Planning and Zoning Development Department to reconsider and allow the permitted use for our business. The denial has placed an undue financial burden on our parent company which consists of 60+ retail smoke shops in the Southeast. Additionally, approving our appeal would align with the

broader economic interests of the community by supporting local businesses and preventing unnecessary financial losses.

Our company prides itself on top-grade products and high-end aesthetics in our store design. As COO, I would welcome the opportunity to meet with the BOA and request an appointment be scheduled at your earliest convenience.

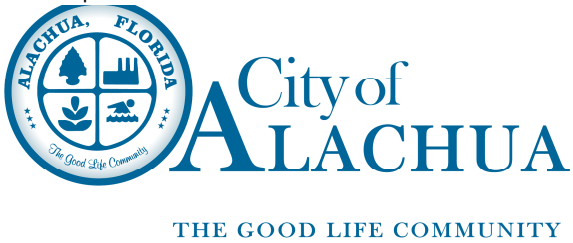
Thank you for your attention to this matter. We are hopeful for a favorable resolution and are available to provide any additional information you might require.

Sincerely,

101 NW Hwy US 73 FL LLC

By: Scott O'Hara
Scott O'Hara, COO

cc: Nilay Patel
Hepin Patel



FOR PLANNING USE ONLY

Case #: _____
 Application Fee: \$ _____
 Filing Date: _____
 Acceptance Date: _____
 Review Type: Admin

Application for Interpretation by Land Development Regulations (LDR) Administrator

Reference City of Alachua Land Development Regulations 2.4.19

A. APPLICANT

1. Applicant's Status (check one):

☐ Owner (title holder) ☒ ~~Agent~~ Tenant

2. Name of Applicant(s) or Contact Person(s): Hepin Patel Title: Member

Company (if applicable): 101 NW US Hwy 73 FL LLC

Mailing address: P.O. Box 8532

City: Columbus State: GA ZIP: 31908

Telephone: (706) 294-7711 FAX: () e-mail: hepin@usa101holding.com

3. If the applicant is agent for the property owner*:

Name of Owner (title holder): Applicant is tenant and NOT agent of property owner

Mailing Address: _____

City: _____ State: _____ ZIP: _____

* Must provide executed Property Owner Affidavit authorizing the agent to act on behalf of the property owner.

B. PROPERTY AFFECTED

1. Address of Subject Property: 15634 NW US Hwy 441, Unit 2B, Alachua, FL 32616

2. Parcel ID Number(s): _____

3. Existing Use of Property: Tobacco and smoke shop

4. Future Land Use Map Designation: _____

5. Zoning Designation: _____

6. Acreage: _____

7. Number of Existing Structures on the Property: Shopping center

C. INTERPRETATION REQUESTED

☐ Land Development Regulations Text

☐ Zone District Boundaries

☒ Whether an unspecified use falls within a use classification, use category or use type allowed in a zone district (If requesting the approval of an unlisted use pursuant to Section 4.2.1(D), provide documentation to support the standards provided within Section 4.2.1(D)(2).)

Describe, in detail, the request being made (you may attach a separate document if additional room is needed):

Detailed criteria attached as Exhibit "A"

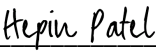
Copy of lease agreement attached as Exhibit "B"

D. ATTACHMENTS (Provide ALL that are applicable)

1. A current aerial map or plat of the property (may be obtained from the Alachua County Property Appraiser.)
2. Legal description with tax parcel number.
3. Proof of ownership.
4. Proof of payment of taxes.
5. **Fee.** Please see fee schedule for fee determination. No application shall be accepted for processing until the required application fee is paid in full by the applicant. Any necessary technical review will be billed to the applicant at the rate of the reviewing entity. The invoice shall be paid in full prior to any legislative and/or quasi-judicial action of any kind on the petition, appeal, or development application.

All attachments that are applicable to your application are required for the application to be considered complete. A completeness review of the application will be conducted within five (5) business days of receipt. If the application is determined to be incomplete, the application will be returned to the applicant.

I/We certify and acknowledge that the information contained herein is true and correct to the best of my/our knowledge.

DocuSigned by:

31444C2F174D44A...
Signature of Applicant

Hepin Patel
Typed or printed name and title of applicant

Signature of Co-applicant

Typed or printed name of co-applicant

State of Georgia County of Cobb

The foregoing application is acknowledged before me this 2nd day of April, 2024 by Hepin Patel

_____, who is/are personally known to me, or who has/have produced _____ (personally known)
as identification.

NOTARY SEAL



DocuSigned by:

1CA0CF4A2B844CC...
Signature of Notary Public, State of Georgia

City of Alachua ♦ Planning and Community Development Department
PO Box 9 ♦ Alachua, FL 32616 ♦ (386) 418-6121

EXHIBIT 'A'

(a) The volume and type of sales, retail, wholesale, etc.; size and type of items sold and nature of inventory on the premises;

Response: Retail sales of tobacco, electronic cigarettes, CBD or vapes and other tobacco and electronic cigarettes/vape related products or merchandise.

(b) Any processing done on the premises, including assembly, manufacturing, warehousing, shipping, distribution; any dangerous, hazardous, toxic, or explosive materials used in the processing;

Response: None

(c) The nature and location of storage and outdoor display of merchandise; enclosed, open, inside or outside the principal building; and predominant types of items stored (such as business vehicles, work-in-process, inventory, and merchandise, construction materials, scrap and junk, and raw materials including liquids and powders);

Response: Inventory is stored within leased space and no display of merchandise is outside the principal building.

(d) The type, size and nature of buildings and structures;

Response: Retail store comprises approx 1,200 square feet and is located within Alachua Town Center shopping center.

(e) The number and density of employees and customers per unit area of site in relation to business hours and employment shifts;

Response: Normal business are usually 10:00 am to 10:00 pm. Number of employees per store is generally three (3).

(f) Transportation requirements, including the modal split for people and freight, by volume type and characteristic of traffic generation to and from the site, trip purposes and whether trip purposes can be shared by other use types on the site;

Response: N/A

(g) Parking requirements, turnover and generation, ratio of the number of spaces required per unit area or activity, and the potential for shared parking with other use types;

Response: N/A

(h) The amount and nature of any nuisances generated on the premises, including, but not limited to, noise, smoke, odor, glare, vibration, radiation and fumes;

Response: None. We are retail only. No smoking is allowed within retail store.

(i) Any special public utility requirements for serving the proposed use type, including, but not limited to, water supply, waste water output, pretreatment of wastes and emissions required or recommended, and any significant power structures and communications towers or facilities; and

Response: None

(j) The impact on adjacent lands created by the proposed use type, which should not be greater than that of other use types in the zone district;

Response: None

EXHIBIT 'B'

ALACHUA TOWN CENTER LEASE

THIS LEASE made and effective this ____ day of January 2024 by and between **YOUNG ESTATES, LLC**, a Florida limited liability company, hereinafter referred to as "Landlord" and **101 SMOKE SHOP, LLC**, a Florida limited liability company, hereinafter referred to as "Tenant".

Introductory Provisions

Certain fundamental lease provisions are presented here solely to facilitate convenient reference by parties hereto:

- a) Tenant's Trade Name: 101 SMOKE SHOP
- b) Main Term: Sixty-Four (64) Months
- c) Tenant Space Number: Unit 2B of ALACHUA TOWN CENTER Shopping Center
SEE EXHIBIT "A"
- d) Est. GLA in premises: 1,200 +/- Square Feet
- e) First Years Base Rent: \$24,900.00 plus sales tax
\$2,075.00 Per Month plus sales tax
- f) Delivery of Possession: FEBRUARY 1, 2024
- g) Rent Commencement Date: JUNE 1, 2024
- h) CAM Commencement Date: Same as Rent Commencement Date
- i) Security Deposit: \$8,665.50 (includes first & last month's rent)
- j) Other Sums Payable: Est. Florida Sales Tax \$1,962.00 (Estimated first year)
Est. Annual Common Area Maintenance \$7,800.00 (\$650.00
per month) (includes property taxes and insurance)
(Sales tax will be payable as required by the State of Florida on all additional rent such as C.A.M., Real Estate Tax reimbursement, Insurance, and all other charges so set forth in this lease.)
- k) Use Summary: Principal Business: 101 SMOKE SHOP
- l) Total Monthly Rent: \$2,888.50 (subject to change as set forth herein)

1. PREMISES:

Landlord leases to Tenant and Tenant leases from Landlord those certain premises in the Shopping Center having a gross leasable area of approximately +/- 1,200 square feet as depicted on the site plan attached hereto as Exhibit "A" (hereinafter referred to as "Shopping Center") located at 15634 NW US Highway 441, #2B, Alachua, FL 32616 (the "Premises" or "Premises").

The boundaries and location of the Premises are cross-hatched on a diagram of the Shopping Center depicted on the site plan attached hereto as Exhibit "A". Exhibit "A" sets forth the general layout of the Shopping Center and shall not be deemed to be a warranty, representation or agreement on the part of Landlord that said Shopping Center will be exactly as indicated on said diagram. Landlord may increase, reduce, or change the number, dimensions, or locations of the walks, buildings, and parking areas as Landlord shall deem proper. Landlord reserves the right to make alterations or additions to, and to build additional stores on, the land in which the Premises are located, and to add buildings adjoining same or elsewhere in the Shopping Center. Landlord further reserves the right to acquire additional land within which to expand the Shopping Center.

The use and occupation by Tenant of the Premises shall include the right to the non-exclusive use, in common with others, of all automobile parking areas, driveways, truck and service courts, walks, and other facilities designated for common use, as have been installed by Landlord, and of any other facilities as may be provided or designated from time to time by Landlord for common use, subject, however, 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 Landlord.

2. LENGTH OF TERM:

The initial term of this Lease shall be for approximately SIXTY-FOUR (64) MONTHS (hereinafter the "Term or "Lease Term") commencing on the Commencement Date, as defined in Section 3 below unless sooner terminated or extended as hereinafter provided.

3. COMMENCEMENT OF TERM AND POSSESSION:

A. The Term of this Lease shall commence FEBRUARY 1, 2024 (hereinafter the "Commencement Date"). The initial Term shall expire sixty-four (64) months from the Commencement Date (hereinafter the "Expiration Date"). The Delivery Date shall be FEBRUARY 1, 2024. The Rent Commencement Date shall be FEBRUARY 1, 2024.

B. By occupying the Premises as a Tenant, or by installing fixtures, facilities, or equipment or performing finishing work and Tenant Improvements, Tenant shall be deemed to have accepted the Premises "AS IS" and to have acknowledged that the Premises are in the condition required by this Lease. Landlord agrees to deliver all grease collection (if any), electrical, plumbing, and HVAC system(s) in good working order.

C. Tenant shall keep the Premises and the improvements thereon at all times during the term hereof free of Mechanic's and Materialmen's Liens and other liens of like nature and at all times shall fully protect and hold Landlord harmless against all such liens or claims and against all attorney's fees and other costs and expenses arising out of or as a result of any such lien or claim. Tenant shall not subject any interest of Landlord to Mechanic's or Materialmen's Liens for Tenant Improvements or subsequent alterations made by Tenant and Tenant shall notify any contractor, subcontractor or supplier making any such improvements or supplying goods and materials to the premises that no lien may attach to the Landlord's interest in the Premises. A copy of such notice shall be sent to Landlord. In the event a lien is filed against Landlord's interest in the Premises, Tenant shall discharge it promptly by payment or bonding off of such lien within 15 days following the recording thereof. Notwithstanding, if any such lien is recorded and not discharged by Tenant as required herein within 15 days following the recording thereof, then Landlord, at its option, may

pay all or any part of such lien or claim, and any such payments, together with interest thereon at the rate of 18% per annum from the time of such payment by Landlord until repayment by Tenant, shall be paid by Tenant as additional rent upon demand, and if not so paid, shall continue to bear interest at the aforesaid rate until paid in full. Tenant has no right or authority to create any mechanics or materialmens liens upon the Premises or the Shopping Center, or on Landlord's interest therein, and Tenant, in compliance with §713.10, Fla. Stat., shall provide written notice (and provide written acknowledge thereof to Landlord) to all suppliers of labor or materials, as well as all contractors and subcontractors, as applicable, prior to ordering such labor or materials or executing any agreement for construction of Leasehold Improvements. Landlord may, at its sole election, record a Memorandum of Lease in any form deemed reasonable to Landlord, of this Lease, placing this requirement of record in the Public Records in and for ALACHUA County, Florida, and Tenant shall execute such Memorandum of Lease upon request by Landlord.

4. USE OF PREMISES; OPENING COVENANT AND COVENANT OF CONTINUOUS OEPRATION.

A. Tenant shall use the Premises solely for the purpose of the principal business of a SMOKE SHOP. Tenant shall operate said business under the name of 101 SMOKE SHOP. Tenant shall not use or permit the use of the Premises for any other business or purpose.

B. Tenant shall not do or suffer to be done, any act, matter or thing objectionable to the fire insurance companies whereby the fire insurance or any other insurance now in force or hereafter to be placed on the Premises or any part thereof, or on the building of which the Premises may be a part, shall become void or suspended, or whereby the same shall be rated as a more hazardous risk than existed on the Delivery Date. In case of a breach of this covenant, in addition to all other remedies of Landlord hereunder, Tenant agrees to pay to Landlord as Additional Rent any and all increases in insurance premiums maintained by Landlord on the Premises, or any part thereof, or on the building of which the Premises may be a part, caused in any way by the occupancy of Tenant.

C. Tenant shall open the Premises on or before the Rent Commencement Date and continuously during the full term of this lease and every extension thereof keep the entire Premises occupied and open for business during the minimum hours hereinafter specified: 11:00 a.m. to 8:00 p.m., Monday through Saturday.

D. In the event that the Premises shall, at any time during the Term of this lease be closed for business to customers for any period of ten (10) consecutive days or more, then, at any time thereafter Landlord may, at its election, terminate this lease by giving Tenant notice thereof and the Term of this Lease shall terminate on the thirtieth (30th) day after the giving of such notice by Landlord.

5. RENTAL:

A. **BASE RENTAL:** Tenant covenants and agrees to pay Landlord base rent ("Base Rent") for the first Lease Year of the Lease term in the amount of \$24,900.00 plus sales tax or any other charge which may be made on the rental by any federal, state or local governmental authority, payable in equal monthly installments without notice, deduction or set-offs, on the first day of each calendar month during the term hereof. Such Base Rent shall commence to accrue on the Rent Commencement Date of this Lease as defined in Section 3 above "Rent Commencement Date". The first rental payment due hereunder shall be due on JUNE 1, 2024.

The term "Lease Year" shall mean consecutive twelve-month periods commencing on the Commencement Date and each anniversary thereof. In the event the Commencement Date falls on a day other than the first day of the month, for purposes of the definition of Lease Year only, the Commencement Date shall be deemed to fall on the first day of the following month. No Rent or Cam shall be due for the period from FEBRUARY 1, 2024, through MAY 31, 2024.

- B. ANNUAL RENTAL ADJUSTMENTS: The Base Rent, payable for the remaining years of the Term of the Lease, shall be in the following amounts:

<u>Year</u>	<u>Annual Base Rent (3.5% inc. per year)</u>
2	\$25,771.50
3	\$26,673.50
4	\$27,607.07
5	\$28,573.32
6 (4 MONTHS)	\$29,573.39

C. RELATIONSHIP OF PARTIES: It is agreed that Landlord shall in no event be deemed to be a partner or engaged in a joint venture with, or an associate of Tenant in the conduct of its business, nor shall Landlord be liable for any debts incurred by Tenant in the conduct of its business. Nothing in this Lease contained shall be deemed or construed to confer upon Landlord any interest in the business of the Tenant. The relationship of the parties during the term of this Lease shall be at all times that of Landlord and Tenant.

D. TIME AND PLACE OF PAYMENT: Tenant shall promptly pay all Rent and other charges due hereunder and render all statements herein prescribed at the office of the Landlord, or to such other person or corporation, or at such other place as shall be designated by Landlord in writing, on or before the designated due date. If Landlord shall pay any monies or incur any expenses in correction of any violation of any covenant of Tenant herein set forth, the amounts so paid or incurred shall, at Landlord's option and on notice to Tenant, be considered additional rent payable by Tenant with the first installment of Rent thereafter to become due and payable and may be collected or enforced as by law provided in respect of rentals. In the event any monthly Rent payment is not paid within three (3) days after it is due, Tenant agrees to pay a late charge of ten percent (10%) of the amount of the payment due. Tenant further agrees that the late charge imposed is fair and reasonable, complies with all laws, regulations and statutes, and constitutes an agreement between Landlord and Tenant as to the estimated compensation for costs and administrative expenses incurred by Landlord due to the late payment of Rent by Tenant. Tenant further agrees that the late charge assessed pursuant to this Lease is not interest, and the late charge assessed does not constitute a lender or borrower/creditor relationship between Landlord and Tenant and may be treated by Landlord as Additional Rent owed by Tenant. Tenant shall pay to Landlord all sales, use or other taxes pertaining to the Rent (as defined in Paragraph 12 below) which shall be remitted by Landlord to the Florida Department of Revenue or other appropriate taxing authority.

6. SECURITY DEPOSIT:

A. Simultaneously with the execution of this Lease, the Tenant shall deposit with the Landlord the total sum of **\$8,665.50** representing a security deposit in the amount of \$2,888.50 plus first and last months estimated rent due hereunder in the amount of \$5,777.00 to be held as collateral security for the payment of any rentals and other sums of money payable by Tenant under this Lease, and for the faithful performance of all other covenants and agreements of Tenant

hereunder; the amount of said deposit, without interest, to be repaid to Tenant after the termination of this Lease and any renewal thereof, provided Tenant shall have made all such payments, and performed all such covenants and agreements. Upon any default by Tenant hereunder all or part of said deposit may, at Landlord's sole option, be applied on account of such default, and thereafter Tenant shall promptly restore the resulting deficiency in said deposit. Should Landlord retain said deposit on account of default, the deposit shall in no way be construed as liquidated damages, and Landlord reserves its right to seek any additional damages sustained from default by Tenant. Tenant hereby waives the benefit of any provision of law requiring such deposit to be held in escrow or in trust, and said deposit shall bear no interest, shall be deemed to be the property of Landlord and may be co-mingled with other deposits or funds of Landlord.

B. Landlord may deliver the funds deposited hereunder by Tenant to the purchaser of Landlord's interest in the Premises in the event that such interest be sold and thereupon Landlord shall be discharged from any further liability with respect to such deposit, and this provision shall also apply to any subsequent transfers.

C. In addition to the security deposit set forth in the preceding paragraph, simultaneously with the execution of this Lease, Tenant shall cause the Personal Guaranty attached hereto as Rider #3 to be executed by NILAY PATEL guarantying the payment and performance of Tenant's obligations under this Lease pursuant to the terms and conditions of the Personal Guaranty.

7. TENANT'S PROPORTIONATE SHARE.

For purposes of this Lease, Tenant's Proportionate Share shall be determined by dividing the gross floor area of the Premises by the gross leasable ground floor area of all of the buildings owned by Landlord in the Shopping Center as the same may be increased or decreased from time to time, excluding the gross square footage of those areas leased to major or anchor tenants. As of the date hereof, Tenant's proportionate share is 6.981%.

8. COMMON AREA AND FACILITIES:

A. All facilities furnished by Landlord in the Shopping Center and designated for the general use, in common, of occupants of the Shopping Center, including Tenant hereunder, their officers, agents, employees, and customers, including, but not limited to parking areas, loading docks, pedestrian sidewalks and ramps, landscaped areas, exterior stairways and other similar facilities (hereinafter "Common Areas") shall at all times be subject to the exclusive control and management of Landlord, and Landlord shall have the right from time to time to change the area, level, location, and arrangement of such Common Areas to restrict parking by tenants and their employees to employee parking areas, and to make rules and regulations pertaining to and necessary for the proper operation and maintenance of the Common Areas. Landlord shall also have the right from time to time to establish change, alter, amend, and enforce against Tenant and other users of the Common Areas such reasonable rules and regulations (including the right to restrict the areas within which Tenant's employees may park) as in its opinion are necessary or advisable for the proper and efficient operation and maintenance of the Common Areas. The rules and regulations may include, without limitation, the hours during which the Common Areas shall be open for use.

B. In addition to the Base Rent set forth in Section 5A above, Tenant will pay to Landlord as additional rent hereunder Tenant's Proportionate Share of all operating costs of Common Areas as defined in Paragraph 8C below.

C. For the purpose of this Paragraph 8, Landlord's operating cost of Common Areas is deemed to include all commercially reasonable costs and expenses incurred by Landlord as are typical in shopping centers of a similar type in the surrounding area in managing, operating, maintaining, cleaning, repairing and securing the Common Areas, including, but not limited to, gardening and landscape maintenance, provision of storm water retention, water, sewer service charge, electricity and other utilities, parking area maintenance and repairs (including striping, cleaning, sweeping and resurfacing), pressure cleaning, painting and repainting, maintenance of irrigation systems, rust control, together with the amortized cost for the replacement of any roofs, or air conditioning units serving the Shopping Center or the Premises, cost of public liability, property damage, fire, flood, windstorms, extended coverage and liability casualty insurance, including any insurance deductibles paid by Landlord, lighting, sanitary control, removal of trash, rubbish, garbage and other refuse from the Common Areas, advertising and promotions, rental for or depreciation on machinery and equipment used in maintenance, payroll taxes, cost of workmen's compensation and other insurance carried on or with respect to the Common Areas, operation of loudspeaker and music systems, management fee, and the cost of all personnel necessary to implement the foregoing services and necessary to police, control traffic, supply security service, and to maintain and to operate all of the facilities constituting a part of the Common Areas, fees paid for maintenance of Access Areas together with any expenses incurred by Landlord arising out of the Declaration of Restrictive Covenants, if any, and any expenses incurred or fees paid by Landlord in order to comply with any governmental regulations, and any other costs payable under the provisions of this Lease.

D. The annual charge shall be computed on the basis of periods of twelve (12) consecutive calendar months as designated by Landlord, and shall be paid by Tenant in equal installments on or before the first day of each calendar month in an amount estimated by Landlord. Within one hundred twenty (120) days after the end of such twelve (12) month period, Landlord will furnish to Tenant a statement showing in reasonable detail the amount of Landlord's actual operating costs for the preceding period. Tenant shall either receive a refund or be assessed an additional sum based upon the difference between Tenant's Proportionate Share of Landlord's actual operating costs and the estimated payment received by Landlord from Tenant during said year. Any additional sum owed by Tenant to Landlord shall be paid within ten (10) business days of receipt of assessment. Any refund owed by Landlord to Tenant shall be credited toward Tenant's next month's rental payment. Landlord's failure or delay in providing such statement within such one hundred twenty (120) day period shall in no way excuse Tenant from its obligation to pay its Proportionate Share of Common Area operating costs in accordance with this Section 8D.

9. PUBLIC UTILITIES:

In addition to all rentals herein specified, Tenant shall pay for all utilities in connection with the Premises, and all sewer charges, as and when the charges therefore shall become due and payable, and tenant shall pay any garbage or trash collection fee imposed by any governmental authority. Landlord shall have the right to prorate the water and sewer charges incurred for the Shopping Center to each Tenant, by any method deemed appropriate to the Landlord, including whether by specific use or square footage, and such expenses shall be billed to the Tenant as Additional Rent. Landlord further reserves the right to install a sub-meter to determine the Tenant's

particular usage, and the expense of such sub-meter shall be borne by Tenant. Furthermore, it shall be expressly understood that Landlord shall be responsible for paying only those utility and traffic impact fees attributable to the standard retail condition in which premises are being delivered as further described in Exhibit "B" attached hereto. If Tenant's use of the Premises, or any improvements thereto require the payment of additional utility or traffic impact fees, Tenant is solely responsible for such additional fees.

10. TAXES:

As used herein, the term "Taxes" shall mean and include all real estate taxes, any other taxes, assessments, license and permit fees, municipal service fees, charges for any easement maintained for the benefit of the Premises and other governmental levies and charges of every kind and nature whatsoever, general and special, extraordinary as well as ordinary, foreseen and unforeseen, and each and every installment thereof which shall or may from time to time during the term of this Lease be levied, assessed, imposed, become due and payable or liens upon, or arise in connection with the use, occupancy or possession of, or become due and payable out of, or for, the entire Shopping Center or any part thereof, or any rent or income received therefrom, and any land, buildings or other improvements therein, including interest on installment payments and all costs and fees (including reasonable attorneys' fees) incurred by Landlord in contesting Taxes, assessments and/or negotiating with public authorities with respect to the same. Nothing herein contained shall be construed to include as Taxes, any inheritance, estate, succession, transfer, gift, franchise, corporation, net income or profit tax or capital levy that is or may be imposed upon Landlord, provided, however, that if at any time during the Term of this Lease the methods and/or bases of taxation prevailing at the Commencement Date shall be altered so that in addition to, or in lieu of, or as a substitute for the whole or any part of the Taxes now levied, assessed or imposed on real estate as such, there shall be levied, assessed or imposed (i) a tax on the rents received from such real estate, or (ii) a license fee measured by the rents receivable by Landlord from the Shopping Center or any portion thereof, or (iii) a tax or license fee imposed upon Landlord which is otherwise measured by or based in whole or in part upon rents derived from the whole Shopping Center or any portion thereof, then and in any of such events the same shall be included in the computation hereunder of Taxes.

Landlord shall pay or cause to be paid (subject to the provisions regarding contributions by Tenant herein set forth) all Taxes which may be levied, assessed or imposed by the lawful tax authorities against the land, buildings or other improvements in the entire Shopping Center. The official tax bill or bills, as the case may be, issued by such lawful taxing authorities shall be conclusive evidence as to the amount of any such tax (or installment thereof) levied, assessed or imposed upon the Shopping Center.

On or before the first day of each month during the Term of this Lease, as the same may be renewed or extended, Tenant shall pay to Landlord, as additional rent, the amount obtained by (i) computing 1/12 of all Taxes levied, assessed or imposed upon the Shopping Center during each tax year in which the month in question falls, (ii) multiplying the sum resulting from the computation in step (i) by Tenant's Proportionate Share. If on the first day of the month in question the amount of any Tax payable during the then current tax year shall not have been determined by the taxing authorities, then the amount payable by Tenant shall be based on the amount of the corresponding Tax for the immediately preceding tax year, subject to immediate adjustment when the amount of such Tax for the then current tax year shall be determined and Tenant shall pay such adjustment upon being billed therefor by Landlord. Notwithstanding, if the building in which the Premises are located has not been completed and assessed by the Property Appraiser as a completed building,

then for the first lease year, the amount of any tax payable during the first lease year shall be based upon the amount estimated by Landlord, subject to immediate adjustment when the amount of such tax for the then current tax year shall be determined, and Tenant shall pay such adjustment upon being billed therefore by Landlord. If any tax shall be levied, assessed or imposed for any fiscal period which does not contain 12 months, then in making the computation of Tenant's obligation for Taxes for each month in such fiscal period, there shall be substituted in the computation under step (i), in lieu of 1/12 of such Tax, that fraction thereof arrived at by dividing such Tax by the number of months in such fiscal period.

11. INSURANCE:

The Landlord will pay in the first instance all premiums for fire, flood, windstorms, extended coverage and liability casualty insurance upon the Shopping Center containing the Premises. The amounts of such coverage shall be commercially reasonable amounts for similar Shopping Centers or at least equal to or greater than the coverage required by Landlord's lender, if any. Tenant shall pay Tenant's Proportionate Share of such insurance premiums and for any insurance deductible paid by Landlord in the same manner as Common Area operating costs set forth in Section 8 above. Upon Tenant's written request, Landlord shall provide proof of such coverage.

12. ADDITIONAL RENT:

For the purpose of this Lease, Tenant's Proportionate Share of Landlord's operating cost of Common Areas, Taxes and insurance and any other amounts due under the Lease, shall sometimes be collectively referred to as "Additional Rent". The Base Rent and Additional Rent shall herein sometimes be collectively referred to as the "Rent".

13. REPAIRS:

Landlord will keep the foundation, exterior walls and roof of the Premises (excepting any work done by Tenant and excepting any glass or doors, which are the responsibility of the Tenant) in proper repair, provided that in each case Tenant shall have given Landlord prior written notice of the necessity of such repairs. The cost of such repairs performed by Landlord shall be included in the Landlord's operating cost of Common Areas set forth in Section 8C of this Lease. Tenant will keep the interior of the Premises, together with all fixtures and all electrical, plumbing, heating, air conditioning and other mechanical equipment whether located within or on the roof of the Premises, all doors, and all plate glass and door and window glass, in good order and proper repair at its own expense, using materials and labor of kind and quality equal to the original work, and will surrender the Premises at the expiration or earlier termination of this Lease in as good condition as when received, excepting only deterioration caused by ordinary wear and tear and damage by fire or other casualty of the kind insured against in standard policies of fire insurance with extended coverage. Except as hereinabove provided, Landlord shall have no obligation to repair, maintain, replace, alter or modify the Premises or any part thereof, or any plumbing, heating, electrical, air conditioning or other mechanical installation whether located within or on the roof of the Premises. Under no circumstances shall Landlord be obligated to repair, replace or maintain any plate glass or door or window glass. In furtherance of Tenant's obligation to maintain, repair and replace heating, air conditioning, and other mechanical equipment in or serving the Premises, Tenant agrees to obtain and keep in full force during the term of the Lease, or any renewal thereof, a maintenance, repair and service contract on such equipment reasonably satisfactory to Landlord.

14. TENANT'S RIGHT TO MAKE ALTERATIONS:

Tenant covenants and agrees that it will not make any alterations, improvements, or additions to the Premises, including storefronts, during the term of this Lease or any extension thereof without first obtaining the written consent of the Landlord. Tenant will not cut or drill into, or secure any fixture, apparatus, or equipment of any kind to any part of the Premises without first obtaining the written consent of the Landlord. All alterations, improvements and additions made by Tenant as aforesaid shall remain upon the Premises at the expiration or earlier termination of this Lease and shall become the property of Landlord, unless Landlord shall, prior to the termination of this Lease, have given written notice to Tenant to remove same, in which event, Tenant shall remove such alterations improvements and additions and restore the Premises to the same good order and condition in which it was at the commencement of this Lease. Should Tenant fail to do so, Landlord may do so, collecting, at Landlord's option, the cost and expense thereof from the Tenant as Additional Rent.

15. COVENANTS OF TENANT:

A. Tenant shall comply with any and all requirements of any public authorities, State or Federal statutes, local laws, ordinances, or regulations and any matters of record applicable to Tenant or to the Premises, and Tenant agrees to save Landlord harmless from penalties, fines, costs, expenses or damages resulting from failure to do so.

B. Tenant shall give to Landlord prompt written notice of any accident, fire, burglary, theft, or damage occurring on or to the Premises.

C. Tenant shall restrict all loading and unloading of goods to the rear of the Shopping Center and only at such times in the areas and through such entrances as may be designated for such purpose by the Landlord. Trailers, trucks, vans, or vehicles depicting commercial advertising, shall not be permitted to remain parked overnight in any areas of the Shopping Center, whether loaded or unloaded.

D. Tenant shall remove trash from its Premises on a daily basis and place such trash in the dumpster designated by Landlord. Any leakage, spillage or debris in the Common Areas will be cleaned and disinfected by Tenant immediately. In the event additional cleaning of the Common Areas by Landlord is required due to Tenant's transportation of its trash from the Premises to the dumpster, all costs associated with such additional cleaning shall be borne solely by Tenant.

E. Tenant shall keep the entry and exit ways immediately adjoining the Demised Premised clean and not to burn, place or permit any rubbish, obstruction or merchandise in such areas.

F. Tenant shall keep Premises clean, orderly, sanitary and free from objectionable odors, noise and from insects, vermin and other pests. Tenant agrees not to use or operate any machinery that, in Landlord's opinion, is harmful to the building or disturbing to other tenants in the building of which the Premises is a part; nor shall Tenant use any loud speakers, television, phonographs, radios or other devices in a manner so as to be heard or seen outside of the Premises, nor display merchandise on the exterior of the Premises either for sale or for promotion purposes.

G. Tenant shall require Tenant's employees to park their cars only in those portions of the parking area designated for that purpose by Landlord, if any.

H. Tenant shall conduct its business in the Premises in all respects in a dignified manner and in accordance with high standards of store operation and that of a first quality shopping center.

I. Tenant shall comply with all reasonable rules and regulations of Landlord in effect at the time of the execution of this Lease or at any time or times, and from time to time promulgated by Landlord, as Landlord in its sole discretion shall deem necessary in connection with the Premises, the Shopping Center or the building of which the Premises are a part. Tenant hereby acknowledges receipt of those Rules and Regulations attached hereto as **Exhibit "B"**.

J. Tenant shall warehouse, store and/or stock in the Premises only such goods, wares and merchandise as Tenant intends to offer for sale at retail at, in, from or upon the Premises. This shall not preclude occasional emergency transfers of merchandise to the other stores of Tenant, if any, not located in the Shopping Center. Tenant shall use for office, clerical or other non-retail purposes only such space in the Premises as is from time to time reasonably required for Tenant's operation of its business in the Premises.

K. Tenant shall be responsible for and pay before delinquency all municipal, county or state taxes assessed during the term of this Lease against any leasehold interest or personal property of any kind, owned by or placed in, upon or about the Premises by Tenant.

L. Tenant shall not attach any awning, antenna or other projection to the roof or the outside walls of the Premises or the building of which the Premises are a part.

M. Tenant shall not conduct any auction, fire, bankruptcy or going out of business sale on or about the Premises.

16. SIGNS:

Tenant will not exhibit, inscribe, paint or affix any sign, (neon or otherwise), advertisement, notice or other lettering on any part of the outside of the Premises or in the windows of the Premises, or on the building of which the Premises are a part, or inside the Premises if visible from the outside, without first obtaining Landlord's written approval thereof. Such approval shall not be unreasonably withheld as long as the Tenant obtains necessary approvals as required by governmental agencies. Tenant further agrees to maintain such sign, lettering, etc., as may be approved by Landlord in good condition and repair at all times.

17. RIGHTS OF LANDLORD:

Landlord reserves the following rights with respect to the Premises:

A. At all reasonable times, by itself or its duly authorized agents, to go upon and inspect the Premises and every part thereof and at its option to make repairs, alterations and additions to the Premises or the building of which the Premises are a part.

B. To display a "For Rent" sign at any time, and also, after notice from either party of intention to terminate this Lease, or at any time within six (6) months prior to the expiration of this

Lease, a "For Rent" sign, and all of said signs shall be placed upon such part of the Premises as Landlord shall require, except on doors leading into the Premises. Prospective purchasers or tenants authorized by Landlord may inspect the Premises at reasonable hours at any time.

C. To collect all rents, as well as any additional rent and any other charges due Landlord by Tenant, from any receiver, debtor in possession, or trustees which may be appointed for the account of Tenant.

18. DAMAGE TO PREMISES:

If, during the Term hereof, the Premises are damaged by reason of fire or other casualty, Tenant shall give immediate written notice thereof to Landlord. Subject to the prior rights of any mortgagee, Landlord shall restore the Premises to substantially the same condition they were in immediately before said destruction. If, in Landlord's reasonable opinion, the restoration can be accomplished within ninety (90) days following issuance of a building permit for reconstruction (of which Landlord shall use diligent efforts to obtain), such destruction shall not terminate this Lease. If, in Landlord's reasonable opinion, the restoration cannot be performed within such 90-day period, then within thirty (30) days after such determination, Landlord may terminate this Lease upon ten (10) days written notice to Tenant. If this Lease is not terminated and restoration is permitted under existing laws, Landlord shall restore the Premises within such 90-day period, and this Lease shall continue in full force and effect. Rent shall be abated during the period in which the Premises (or portion thereof on a prorated basis) are rendered untenantable as a result of such damage unless said damage was caused by the negligence or intentional wrongful act of Tenant or its officers, employees, agents or invitees. Should Landlord elect to terminate this Lease, the entire insurance proceeds shall be and remain the outright property of Landlord, subject to the prior rights of any mortgagee and except any proceeds received from Tenant's insurance for Tenant's Property, or proceeds received from Tenant's business interruption insurance, if any.

In the event that the 50% or more of the gross leasable area of the Shopping Center has been damaged or destroyed by fire or other casualty regardless of the extent of damage or destruction of the Premises, Landlord shall have the right to terminate this Lease provided that notice thereof is given to Tenant not later than ninety (90) days after such damage or destruction.

19. INDEMNIFICATION, PUBLIC LIABILITY INSURANCE AND OTHER INSURANCE:

A. Tenant will 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 or loss of property occurring in or about, or arising out of, the Premises and adjacent sidewalks and loading platforms or areas, or occasioned wholly or in part by any act or omission of Tenant, its agents, contractors, customers or employees or invitees.

B. Tenant shall at all times during the term hereof keep in force at its own expense public liability insurance including liquor liability insurance (if tenant sells beer, wine or liquor) in companies acceptable to Landlord sufficient to cover such indemnification and naming as insured both Landlord and Tenant, with minimum limits of Two Million (\$2,000,000.00) Dollars on account of bodily injuries to or death of, one person, and Two Million (\$2,000,000.00) Dollars on account of bodily injuries to or death of more than one person as the result of any one accident or disaster, and One Million (\$1,000,000.00) Dollars on account of damage to property, and Tenant will further deposit the policy or policies of such insurance, or certificates thereof, with Landlord.

C. Tenant shall during the entire term hereof keep in full force and effect a policy of insurance upon all of the plate glass in the Premises, in which policy both Landlord and Tenant shall be named as parties covered thereby as their respective interests may appear. Tenant shall furnish Landlord with a certificate of insurance or other acceptable evidence that such insurance is in force, and evidence that the premiums have been paid by Tenant at least ten (10) days prior to the due date of same.

D. Tenant shall, at all times during the term hereof, keep in force at its own expense, fire insurance with extended coverage in companies acceptable to Landlord, equal to the replacement cost of Tenant's betterments and improvements on the Premises, and naming Landlord as an insured, to the extent of such betterments and improvements.

E. Tenant shall at all times during the Term hereto maintain or cause to be maintained, personal property insurance upon all fixtures and personal property located in the Premises in an amount sufficient to cover the full replacement cost thereof. Upon Landlord's request, Tenant shall furnish documentation evidencing such coverage.

F. Tenant will furnish Landlord, prior to or simultaneously with taking possession, copies of policies or certificates of insurance evidencing coverages required by this Lease. Tenant further agrees that it shall not materially change the terms of any such insurance coverage in place without prior notice to the Landlord, and shall further provide to the Landlord copies of policies or certificates of insurance evidencing coverages as reasonably requested by Landlord. Landlord shall be named as an additional insured on all insurance required to be maintained by the Tenant under the terms of this Lease. All policies required hereunder shall contain an endorsement providing that the insurer will not cancel or materially change the coverage of said policy or policies without first giving ten (10) days prior written notice thereof to Landlord.

20. WAIVER OF CLAIMS:

A. Except for showing of negligence, Landlord and Landlord's agents, employees and contractors shall not be liable for, and Tenant hereby releases all claims for, damage to person or property sustained by Tenant or any person claiming through Tenant resulting from any fire, accident, occurrence or condition in or upon the Premises or building of which they shall be a part, including but not limited to such claims for damage resulting from (i) any defect in or failure of plumbing, heating or air conditioning equipment, electric wiring or installation thereof, water pipes, stairs, railings or walks; (ii) any equipment or appurtenances becoming out of repair; (iii) the bursting, leaking or running of any tank, washstand, water closet, waste pipe, drain or any other pipe or tank in, upon or about such building or premises; (iv) the backing up of any sewer pipe or downspouts; (v) the escape of steam or hot water; (vi) water being upon or coming through the roof or any other place upon or near such building or premises or otherwise; (vii) the falling of any fixtures, plaster or stucco; (viii) broken glass and (ix) any act or omission of co-tenants or other occupants of said building or adjoining or contiguous property or buildings.

B. Landlord and Tenant agree that in the event the Premises or its contents are damaged or destroyed by fire or other insured casualty, the rights, if any, of either party against the other with respect to such damage or destruction are waived; and that all policies of fire and/or extended coverage or other insurance covering the Premises or its contents shall contain a clause or endorsement providing in substance that the insurance shall not be prejudiced if the assureds

have waived right of recovery from any person or persons prior to the date and time of loss or damage, if any.

21. TRADE FIXTURES:

All trade fixtures installed by Tenant, which are easily mobile and do not require mechanical removal and/or detachment from a wall, floor, or ceiling in the Premises shall remain the property of Tenant and shall be removable at the expiration or earlier termination of this Lease or any renewal or extension thereof, provided Tenant shall not at such time be in default under any covenant or agreement contained in this Lease; and provided further that in the event of such removal, Tenant shall promptly restore the Premises to their original order and condition. Any such trade fixture not removed at or prior to such termination shall be deemed abandoned and become the property of the Landlord. In the event the Landlord incurs any expense for the removal of any trade fixtures which have not been properly removed by Tenant, Landlord reserves the right to recover from Tenant of any such expenses incurred by Landlord for the storage and/or removal of such trade fixtures. Tenant acknowledges and agrees that lighting fixtures, flooring, counters, wall coverings, plumbing fixtures, exhaust hood equipment and air conditioning equipment, whether or not installed by Tenant, shall not be removable at the expiration or earlier termination of this Lease or at the expiration of any renewal or extension thereof, and shall become the property of Landlord unless Landlord directs Tenant to remove same. Tenant shall notify Landlord prior to the removal of any trade fixtures and shall obtain Landlord's written consent thereto prior to removal. Any trade fixtures removed without Landlord's consent shall constitute a default hereunder.

22. ASSIGNING, MORTGAGING, SUBLETTING:

Tenant agrees not to assign, mortgage, pledge or encumber this Lease, in whole or in part, or sublet the whole or any part of the Premises, or permit the use of the whole or any part of the Premises by any licensee, franchisee or concessionaire, without first obtaining the written consent of Landlord, which consent shall not be unreasonably withheld. Landlord's consent to any such assignment, sublease or use will not be deemed a consent to any subsequent assignment, sublease or use. Tenant agrees that, in the event of any such assignment, subletting, licensing or granting of a concession made with the written consent of Landlord as aforesaid, it will nevertheless remain liable for the performance of all of the terms, conditions and covenants of this Lease. If Tenant is a corporation, and if control thereof changes (defined as 51% or more of the stock or assets of Tenant) at any time during the term hereof, Landlord, at its option, may, by giving sixty (60) days prior written notice to Tenant, declare such change a breach of this Lease. Landlord reserves the right to charge an administrative service fee for the costs of processing such assignment, mortgage, or sublease documentation.

23. SUBORDINATION:

Tenant agrees that it does hereby subordinate its rights hereunder to the lien of any mortgage, ground lease, or any other method of financing or refinancing now or hereafter placed against the land and/or the Premises and/or any or all of the buildings now or hereafter built or to be built in the Shopping Center by Landlord and to any and all advances made or to be made thereunder and to the interest thereon and to all renewals, replacements, consolidations and extensions thereof. Tenant further agrees that it shall attorn to any such lender (or purchaser at foreclosure) or ground lessor upon such lender's or ground lessor's succession (or the succession of any purchaser at the sale of all or any part of the Shopping Center on a foreclosure or deed in lieu of foreclosure) to Landlord's interest hereunder, whether by means of foreclosure, deed in lieu

of foreclosure or otherwise. This paragraph shall be self-operative and no further instrument of subordination or attornment shall be required. Tenant further agrees, however, that it will enter into and execute within 10 business days of such request all documents which any mortgagee or any ground lessor may reasonably request Tenant to enter into and execute, including, but not limited to, a subordination, and attornment agreement, and/or a new lease for the remainder of the term hereof on the terms and conditions set forth herein.

24. PERFORMANCE OF TENANT'S COVENANTS:

Tenant covenants and agrees that it will perform all agreements herein expressed on its part to be performed, and that it will promptly, upon receipt of written notice of non-performance thereof, except for non-payment of rent for which no notice is required, comply with the requirements of such notice. Further, if Tenant shall not comply with such notice to the satisfaction of Landlord within forty-eight (48) hours after delivery thereof (or, if such compliance cannot reasonably be completed within forty-eight (48) hours, if Tenant shall not commence to comply within such period and thereafter proceed to completion with due diligence), such non-compliance will be considered an event of default, and Landlord may, at its option, do or cause to be done any or all of the things specified in said notice, and in so doing Landlord shall have the right to cause its agents, employees and contractors to enter upon the Premises and in such event shall have no liability to Tenant for any loss or damage resulting in any way from such action; and Tenant agrees to pay promptly upon demand any expense incurred by Landlord in taking such action, any such sum to be collectible from Tenant as additional rent hereunder.

25. EVENTS OF DEFAULT:

The occurrence of any of the following shall constitute an event of default hereunder:

- A. Failure of Tenant to commence business within the time period specified in Section 3C hereof.
- B. Discontinuance by Tenant of the conduct of its business in the Premises beyond the ten (10) day period referenced in Section 4D above;
- C. The filing of a petition by or (if an order of relief is granted) against Tenant for adjudication as a bankrupt or insolvent, or for its reorganization or for the appointment of a receiver or trustee of Tenant's property; any reorganization or proceedings under Chapter 11 of the United States Bankruptcy Code; an assignment by Tenant for the benefit of creditors; or the taking possession of the property of Tenant by any governmental officer or agency pursuant to statutory authority for the dissolution or liquidation of Tenant.
- D. Failure by Tenant to pay when due any installment of rent and additional rent hereunder or any other sum herein required to be paid by Tenant.
- E. Vacation or desertion of the Premises or permitting the same to be empty and unoccupied or not open for business for a period exceeding ten (10) days.
- F. Tenant's removal or attempt to remove, or manifesting an intention to remove Tenant's goods or property from or out of the Premises otherwise than in the ordinary and usual course of business without having first paid and satisfied Landlord for all rent which may become due during the entire term of this Lease.

G. Tenant's failure to perform any other covenants or conditions of this Lease within two (2) days after written notice and demand.

H. The sale or transfer of fifty percent fifty-one (51%) percent or more of the stock or assets of Tenant.

I. The disclosure by Tenant of any of the terms or conditions of this Lease to any other tenant within the Shopping Center.

26. RIGHTS OF LANDLORD UPON DEFAULT BY TENANT:

A. If Tenant is in default under any terms of this Lease and if same is not cured by Tenant within seven (7) days after written notice to Tenant, other than as to an Event of Default under Paragraph 25(D) for which no additional notice is required, then Landlord, in addition to all rights and remedies granted under the laws of the State of Florida, shall have any or all of the following rights:

(i) To, within fifteen (15) days after written notice to Tenant of Default, provided the Default is a non-monetary Default, days re-enter and remove all persons and property from the Premises, and such property may be removed and stored in a public warehouse or elsewhere at the cost of and for the account of Tenant, all without service of notice or resort to legal process and without being deemed guilty of trespass, or becoming liable for any loss or damage which may be occasioned thereby. If the Default is for Failure by Tenant to pay when due any installment of rent and additional rent hereunder or any other sum herein required to be paid by Tenant no additional notice is required.

(ii) Terminate Tenant's possession of the Premises and elect to declare the entire minimum rent for the balance of the term due and payable forthwith.

(iii) Terminate Tenant's possession of the Premises and relet the Premises for the account of the Landlord or within the sole discretion of Landlord the Premises may be relet for the account of Tenant.

B. In case suit shall be brought by Landlord for the recovery of rent or because of the breach of any covenant by Tenant, and if Landlord is successful in such litigation, then Tenant shall pay all costs of said litigation, including a reasonable attorney's fee. In the event that any suit shall be filed by either Landlord or Tenant involving this Lease or any other aspect of the tenancy, then the prevailing party in such litigation shall be entitled to recover reasonable attorney's fees and costs of such litigation, including for any/all trial, appellate or bankruptcy proceedings.

C. 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 Premises and/or any claim or injury or damage. In the event Landlord commences any proceedings for nonpayment of rent, minimum rent or additional rent, Tenant will not interpose any counterclaim of whatever nature or description in any such proceedings. This shall not, however, be construed as a waiver of the Tenant's right to assert such claims in any separate action or actions brought by Tenant.

D. Tenant hereby expressly waives any and all rights of redemption granted by or under any present or future laws in the event of Tenant being evicted or dispossessed for any cause, or in the event of Landlord obtaining possession of the Premises, by reason of violation by Tenant of any of the covenants or conditions of this Lease, or otherwise.

E. Except as to default under Section 25C, if Tenant is in default Landlord shall have the rights, at its option, to require the Base Rent be paid in semi-annual installments, in advance, for the remainder of the term or extended term of this Lease, the said semi-annual rental to commence effective as of the first day of the month in which said default by Tenant occurs.

F. Tenant shall be responsible for reimbursing Landlord for any costs, fees or reasonable attorney's fees associated with the collection of Rent.

27. FINANCING AGREEMENT:

Tenant hereby represents that as of the Commencement Date of this Lease, Tenant's Property located in the Premises is not subject to any liens or encumbrances. If during the Term hereof or any renewal terms, Tenant enters into, executes or delivers any security agreement, financing statement or other form of security instrument for Tenant's Property now or to be located in the Premises without the prior written approval of Landlord, such action shall be considered a breach of this Lease entitling Landlord to all remedies as provided herein. Further, Tenant hereby agrees that Landlord shall have a first priority security interest in Tenant's Property as security for the performance of Tenant's obligations hereunder. Tenant agrees to execute a UCC-1 Financing Statement which shall be recorded by Landlord in the public records of the State of Florida and the County within which the Premises are situated, naming Landlord as lienholder on tenant's Property located in the Premises. In the event Tenant fails to execute such UCC-1 Financing Statement, Tenant shall be deemed to be in default of this Lease and Landlord shall be entitled to all remedies as provided herein, including the right to execute same on Tenant's behalf.

28. WAIVER:

The waiver of performance of any covenant, term or condition of the Lease by Landlord or Tenant shall not be construed as a waiver if any subsequent breach of the same covenant term or condition. The various rights, options, elections, powers and remedies of the parties contained in the Lease shall be construed as cumulative and no one of them exclusive of any other or of any legal or equitable remedy which either party might otherwise have in the event of a breach by the other, and the exercise of one right or remedy by a party shall not in any way impair its rights to any other right or remedy.

29. SURRENDER AND HOLDING OVER:

Tenant, upon expiration or termination of this Lease, either by lapse of time or otherwise, agrees peaceably to surrender to Landlord the Premises in "broom clean" condition and in good repair. In the event that Tenant shall fail to surrender the Premises upon demand, Landlord, in addition to all other remedies available to it hereunder, shall have the right to receive, for all the time Tenant shall so retain possession of the Premises or any part thereof, an amount equal to twice the Base Rent specified in this Lease, together with any/all Additional Rent as applied to such period.

If Tenant remains in possession of the Premises with Landlord's consent but without a new Lease reduced to writing and duly executed, Tenant shall be deemed to be occupying the Premises as a tenant from month-to-month, subject to all the covenants, conditions and agreements of this Lease.

30. ADDITIONAL CONSTRUCTION:

Landlord hereby reserves the right at any time and from time to time to make alterations or additions to, and to build additional stories on, the building in which the Premises are contained. Landlord also reserves the right to construct other or to add to other buildings or improvements in the Shopping Center, and to permit others to do so from time to time. The foregoing shall include Landlord's right to acquire additional land within which to expand the Shopping Center.

31. CONDEMNATION:

Tenant hereby waives any loss or damage to Tenant or right to claim any part of the award as the result of the exercise of the power of eminent domain of any governmental body, whether such loss or damage results from condemnation of part or all of the Premises or any portion of the parking area or service entrances or exits. Should any power of eminent domain be exercised after Tenant is in possession, such exercise shall not void or impair this Lease unless the building in which the Premises are shall be substantially demolished, and upon the happening of such event, the rental herein provided shall proportionately abate.

32. NOTICES:

Wherever in this Lease it shall be required or permitted that notice or demand be given or served by either party to this Lease to or on the other, such notice or demand shall not be deemed to have been duly given or served unless in writing and either personally delivered or forwarded by certified mail, postage prepaid or by overnight delivery (ie: FedEx), addressed:

TO LANDLORD AT:

YOUNG ESTATES, LLC
ATTN: DONALD G. YOUNG, JR.
14414 NW 60th Ave
Alachua, FL 32615
DonnieY75@gmail.com

WITH A COPY TO:

CURTIS LAW FIRM, LLC
C/O RYAN C. CURTIS, ESQ.
175 NW 138TH TERRACE, SUITE 100
JONESVILLE, FL 32669
RCURTIS@CURTISLAWFIRM.NET

TO TENANT AT:

101 NW US HWY 73 FL LLC d/b/a 101 SMOKE SHOP
ATTN: NILAY PATEL
15634 NW US HIGHWAY 441 #2B ALACHUA, FL 32616

Such addresses may be changed from time to time by either party serving notices as above provided.

33. SUCCESSORS AND ASSIGNS:

All rights, obligations and liabilities herein given to or imposed upon the respective parties hereto shall extend to and bind the several and respective heirs, executors, administrators, trustees, receivers, successors, subtenants and assigns of said parties, subject to the provisions of Section 22; and if there shall be more than one Tenant, they shall all be bound jointly and severally by the terms, covenants, and agreements herein and the word "Tenant" shall be deemed and taken to mean each and every person or party mentioned as a Tenant herein, be the same one or more; and 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 by or to all thereof. No rights, however, shall inure to the benefit of any assignee of Tenant unless the assignment to such assignee has been approved by Landlord in writing as aforesaid.

34. QUIET ENJOYMENT:

Upon payment by Tenant of the rents herein provided, and upon the observance 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 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.

35. BROKERS:

Other than Coldwell Banker Commercial M.M. Parrish Realtors who will be compensated by the Landlord, Tenant represents and warrants that there are no claims for brokerage commissions or finder's fees in connection with the execution of this Lease and agrees to indemnify Landlord against and hold Landlord harmless from all liabilities arising from any such claim, including attorney's fees.

36. SCOPE AND INTERPRETATION OF THE AGREEMENT:

This Lease shall be considered to be the only agreement between the parties hereto pertaining to the Premises. All negotiations and oral agreements acceptable to both parties are included herein; and unless reduced to writing in this Lease, no oral representations will be held to be true or accurate. The laws of the State of Florida shall govern the validity, interpretation, performance and enforcement of this Lease.

37. EXCULPATION:

Tenant agrees that it shall look solely to the estate and property of the Landlord in the Premises for the collection of any judgment (or any other judicial process) requiring the payment of money by Landlord in the event of any default or breach by Landlord with respect to any of the terms, covenants and conditions of this Lease to be observed and performed by Landlord and no other property or estates of Landlord or any of its shareholders, principals, members, agents or employees shall be subject to levy, execution or other enforcement procedures for the satisfaction of Tenant's remedies.

38. CAPTIONS:

Any headings preceding the text of the several paragraphs and subparagraphs hereof are inserted solely for the convenience of reference and shall not constitute a part of this Lease, nor shall they affect its meaning, construction or effect.

39. TITLE AND FINANCING:

If Landlord can obtain refinancing only upon the basis of modifications of the terms of this Lease, other than modifying the rent reserved herein, the term or the amount of space to be demised, Landlord shall have the right to cancel this Lease if Tenant refuses to approve in writing any such modifications within thirty (30) days after Landlord's request therefor, which request may not be made after delivery of possession. If Landlord's right to cancel is exercised as herein provided, this Lease shall thereafter be null and void and any money or security deposited hereunder shall be returned to Tenant and neither party shall have any liability to the other under this Indenture of Lease.

40. JOINT OBLIGATION:

If there is more than one tenant to this Lease Agreement, the obligations hereunder imposed shall be joint and several.

41. TIME IS OF THE ESSENCE:

Time is of the essence in the performance of each provision of this Lease Agreement.

42. CHOICE OF LAW AND VENUE:

This Lease Agreement shall be construed in accordance with the laws of the State of Florida, as may be amended from time to time. Venue shall be the appropriate court of law in Alachua County, Florida.

43. RADON GAS:

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

44. LANDLORD'S ACCEPTANCE:

The submission of the Lease to Tenant by Landlord is done solely for Tenant's consideration and shall not be deemed acceptance of the lease terms by Landlord. Upon signing of the Lease by Tenant and submission to Landlord, this Lease shall be considered an offer only and shall have no binding effect, nor shall Landlord's depositing of Tenant's security deposit be considered acceptance of this Lease. Only upon full agreement by both parties of all terms, proper execution of this Lease by Tenant and Landlord, along with Tenant's security deposit clearing the bank and the return to Tenant of an executed original Lease, shall this Lease be considered binding.

45. SUPPLEMENTAL CODE COMPLIANCE PROVISION:

Notwithstanding anything contained in this Lease to the contrary, Landlord shall not be obligated to comply with any codes or other legal requirements currently in effect or hereafter promulgated by the governing authorities if Landlord would not otherwise be required to comply as a result of the existence of the Premises prior to the effective date of such code or legal requirement (i.e. "grandfathered"). Furthermore, Landlord may withhold its consent to, or prohibit Tenant from making any alterations if such alterations would cause Landlord to lose such "grandfathered" exemption from code or other legal requirements or, if the loss of such exemption would cause Landlord to incur costs in excess of \$500.00.

46. ENVIRONMENTAL:

Tenant shall not cause or permit any Hazardous Substance to be used, stored, generated, or disposed of on, in or about the Premises except in accordance with applicable Legal Requirements without obtaining Landlord's prior written consent, which consent may be withheld in Landlord's sole discretion. For the purposes of definition, Hazardous Substances includes, without limitation, any toxic or hazardous molds, wastes, pollutants or substances, including, without limitation, asbestos, PBC's, petroleum products and by-products, substances defined or listed as "hazardous substances" or "toxic substances" or similarly identified in or pursuant to the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as may be amended from time to time, 42 U.S.C. Section 9061 et.seq., or as identified in or pursuant to the Hazardous Materials Transportation Act 49 U.S.C. Section 1802 et. Seq., as may be amended from time to time. If any Hazardous Substance is used, stored, generated, or disposed of on, in or about the Premises except as permitted above, or if the Premises or the Shopping Center become contaminated in any manner as a result of any breach of the foregoing covenant or any act or omission of Tenant or any of its agents or employees acting within the scope of their employment, Tenant shall indemnify and hold harmless Landlord, its officers, directors, shareholders, and employees from any and all claims, demands, actions, damages fines, judgments, penalties, costs (including attorneys', consultants', and experts' fees), liabilities, losses (including without limitation, any decrease in value of the Store or Tenant's business operations therein, damages due to loss or restriction of rentable or usable space, or any damages due to adverse impact on marketing of the space in the Shopping Center or the Store), and expenses arising during or after the term of this Lease and arising as a result of such contamination. This indemnification includes, without limitation, any and all costs incurred due to any investigation of the site or any cleanup, removal, or restoration mandated by a federal, state, or local agency or political subdivision. Without limitation, of the foregoing, if Tenant causes the

presence of any Hazardous Substance on, in or about the Premises except in accordance with applicable Legal Requirements or with Landlord's consent that results in contamination, Tenant, at its sole expense, shall promptly take any and all necessary actions to return the Premises or the Common Area, as the case may be, to the same condition that existed prior to the presence of any such Hazardous Substance on, in or about the Premises. Tenant shall first obtain Landlord's approval for any such remedial action, which approval shall not unreasonably be withheld or delayed. Tenant shall provide to Landlord copies of any notices, letters, or requests for information concerning Hazardous Substance in connection with the Premises which Tenant receives from any governmental unit or agency overseeing environmental matters.

47. ESTOPPEL CERTIFICATES:

Tenant agrees, at any time and from time to time as requested by Landlord, to execute and deliver to Landlord within 10 business days of such request by Landlord a statement (commonly referred to as an Estoppel Certificate) certifying that this Lease is unmodified and in full force and effect (or if there have been modifications, that the same are in full force and effect as modified and stating the modifications). Tenant also shall include in any and such statements such other information concerning this Lease as Landlord, its mortgagee(s) or purchaser may request. In the event Tenant fails to comply with this Section, such failure shall constitute a material breach of the Lease, and Landlord may execute said document on Tenant's behalf.

48. ENTIRE AGREEMENT:

This Lease constitutes the entire understanding between the parties and shall bind the parties, their successors and assigns. No representations, except as herein expressly set forth, have been made by either party to the other, and this Lease cannot be amended or modified except in writing, signed by Landlord and Tenant.

49. CONFIDENTIALITY:

Tenant shall keep the content and all copies of this Lease, related documents or amendments now or hereafter entered, and all proposals, materials, information) and matters relating thereto strictly confidential, and shall not disclose, disseminate or distribute any of the same, or permit the same to occur, except to the extent reasonably required for proper business purposes by Tenant's employees, attorneys, insurers, auditors, lenders and transferees (and Tenant shall obligate any such parties to whom disclosure is permitted to honor the confidentiality provisions hereof), and except as may be required by Law or court proceedings.

50. FINANCIAL STATEMENTS:

Prior to the Commencement Date, and thereafter throughout the term of this Lease, Tenant and Guarantor shall provide Landlord, within ten (10) days of Landlord's request therefor, the most current and complete financial statement, and personal and business tax returns of Tenant and Guarantor(s), including, but not limited to, its balance sheet and profit and loss statement, certified by an officer of Tenant.

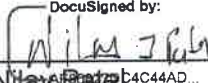
51. CAPACITY TO EXECUTE LEASE:

If Tenant is other than a natural person, Tenant represents that it is legally constituted, in good standing and authorized to conduct business in the State of Florida. Tenant further represents that the person who is executing this Lease on its behalf has the full power and authority to perform such execution and deliver the Lease to Landlord. Upon full execution of this Lease and delivery thereof by Landlord to Tenant, the Lease shall be valid and binding upon both parties in accordance with its respective terms and conditions. To further evidence the foregoing, upon request by Landlord, Tenant shall deliver to Landlord an appropriate corporate or partnership resolution specifying that the signatory to the Lease has been duly authorized to execute same on behalf of Tenant, and a Certificate of Good Standing from the State of Florida if Tenant is anything other than a natural person or a general partnership.

IN WITNESS WHEREOF, Tenant has hereunto set its hand and seal on this ____ day of JANUARY 2024.

TENANT

101 NW US HWY 73 FL LLC, d/b/a 101 SMOKE SHOP

DocuSigned by:
By: 
Nilay Patel
Its: Managing Member

LANDLORD

YOUNG ESTATES, LLC, a Florida limited liability company

By: 
Donald Young
Its: Managing Member

Rider #1

ADDENDUM TO LEASE

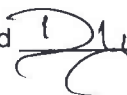
1. NOISE AND ODORS: Tenant, at Tenant's sole cost and expense, shall install any noise and/or odor blocking devices as reasonably deemed necessary by Landlord to ensure that noise and/or odors do not permeate throughout any common areas of the Shopping Center or other tenants' premises.

2. GREASE TRAP AND DUMPSTER: *[IF APPLICABLE]* Tenant has been granted approval to tie in to a grease trap which has been installed by Landlord to serve the Premises. Tenant shall be responsible for the maintenance of all grease lines and the grease trap (including pumping out the grease trap on a regular basis) at its sole cost and expense. In the event that Landlord shall permit any additional tenant to tie-in to this grease trap, all maintenance costs of the grease trap shall then be prorated between such users on the basis of square footage. Tenant agrees that it will keep the dumpster enclosure free of rubbish, rodents and food products which could cause an unsanitary condition.

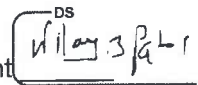
3. GREASE TRAP IN HOOD VENTILATION SYSTEM: *[IF APPLICABLE]* Tenant shall, at Tenant's sole cost and expense, install a grease trap in the hood ventilation system. Tenant shall, at its sole cost and expense maintain and clean such grease trap on a regular basis to prevent grease materials caused by Tenant's preparation of food products from being deposited on the roof.

Initial:

Landlord



Tenant



Rider #2

OPTION TO RENEW

Landlord hereby grants unto Tenant the option and privilege to extend this Lease for THREE (3) term(s) of FIVE (5) years, at the following rental rates:

RENT FOR EACH ADDITIONAL TERM SHALL INCREASE ANNUALLY BY 3.5%

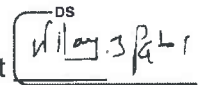
provided, however, that written notice of the exercise of option shall be given by Tenant to Landlord at least six (6) months before the expiration of the initial term, and as to the exercise of any subsequent options, at least six (6) months before the expiration of the preceding renewal term. Time is of the essence as to all such notices of exercise of any options to renew. The option can be exercised only in the event that all rents then due shall have been fully paid and all covenants, agreements, provisions, terms and conditions of this Lease on the part of Tenant to be performed, kept and observed, have been performed, kept and observed, and Tenant is not otherwise in default in any of the terms of this Lease at the time Tenant elects to exercise this option, or at the commencement of the respective extended renewal term.

Initial:

Landlord



Tenant



Rider #3

PERSONAL LEASE GUARANTY

This Guaranty is made and entered into by **NILAY PATEL** (hereinafter referred to as "Guarantor") and who acknowledges a financial and/or ownership interest in Tenant and/or will benefit from the execution of the below-described Lease, and understands and acknowledges that Landlord will not execute the Lease without the execution of this Guaranty by the Guarantor.

For value received and in consideration for and as an inducement to Landlord to lease premises referred to in that certain lease agreement ("the "Lease") by and between YOUNG ESTATES, LLC ("Landlord") and 101 SMOKE SHOP, LLC ("Tenant") dated JANUARY ____, 2024 to which this Guaranty is attached, Guarantor does hereby unconditionally guarantee to Landlord the punctual payment of the Rent (as defined in the Lease) due under the Lease during the entire Lease Term as the same may be renewed or extended, including accelerated Rent, and the due performance of all the other terms, covenants and conditions contained in said Lease on the part of Tenant to be paid and/or to be performed thereunder (the "Obligations"). This Guaranty shall be an absolute and unconditional guaranty of payment and of performance and not a guaranty of collection. Guarantor shall also pay any and all damages, expenses and attorney's fees that may be suffered or incurred by Landlord in consequence of nonpayment or nonperformance of this Guaranty, including litigation in all Trial, Appellate and Bankruptcy Courts.

This Guaranty is an absolute and unconditional guaranty. Guarantor agrees that Landlord, in the event of a default of Tenant, shall not be required to assert any claim or cause of action against Tenant before asserting any claim or cause of action against Guarantor under this Agreement. Furthermore, Guarantor agrees that Landlord shall not be required to pursue or foreclose on any collateral that it may receive from Tenant or others as security for any obligations of the Lease before making claim or asserting a cause of action against Guarantor under this Agreement.

If Guarantor is a corporation, Guarantor covenants and warrants to Landlord that the execution and delivery of this Guaranty has been duly authorized by the Board of Directors of Guarantor and the making of the Guaranty does not require any vote or consent of shareholders.

The failure of Landlord to perfect any portion of its security interest in any collateral received for the Lease shall not release Guarantor from its liabilities and obligations hereunder. Landlord, without authorization from or notice to Guarantor and without impairing, modifying, changing, releasing, limiting or affecting the liability of Guarantor hereunder, may from time to time at its discretion and with or without valuable consideration, alter, compromise, accelerate, renew, extend or change the time or manner for the payment of any or all of the obligations under the Lease, take and surrender security, exchange security by way of substitution, or in any way it deems necessary take, accept, withdraw, subordinate, alter, amend, modify or eliminate security, add or release or discharge endorsers, guarantors, or other obligors.

Guarantor expressly waives presentment for payment, demand, notice of demand and of dishonor and nonpayment of the debt, notice of intention to accelerate the maturity of the debt or any part thereof, notice of acceleration of the maturity of the debt, or any part thereof, notice of disposition of collateral, the defense of impairment of collateral, the right to a commercially reasonable sale of collateral, protest and notice of protest, diligence in collecting, and the bringing of suit against any other party. Guarantor waives all defenses given to sureties or guarantors at law or in equity other than the actual payment of the Obligations.

Without notice to Guarantor, without the consent of Guarantor, and without affecting, limiting or releasing Guarantor's liability hereunder, Landlord may (a) grant Tenant extensions of time for payment or performance of the Obligations or of any other obligations of the Lease or Landlord may delay in the enforcement of any Obligations against Tenant; (b) renew any of the Obligations or any other obligations of the Lease; (c) grant Tenant extensions of time for performance of agreements or other indulgences; (d) at any time release any or all of the collateral held by Landlord; (e) compromise, settle, release, or terminate any or all of the obligations, covenants, or agreements of Tenant under the Lease; and/or (f) modify, amend, terminate, assign or consent to the assignment of any of the Obligations or any other obligation, covenant or agreement of Tenant set forth in the Lease.

Guarantor agrees that in the event of any insolvency, bankruptcy, reorganization, assignment for benefit of creditors, receivership or other debtor-relief law, that same shall not serve as a Release or Discharge of the Obligations of Guarantor hereunder, and this Guaranty shall remain in full force and effect. Specifically, Guarantor agrees that Guarantor shall not be released from any obligation or liability hereunder as a result of the afore-described, and specifically agrees that in the event of a bankruptcy proceeding of the Tenant, that the Guarantor shall not be released nor discharged as a result of any assignment and assumption of the Lease, rejection of the Lease, approval or rejection of a plan of reorganization, or discharge of the Tenant in bankruptcy. Guarantor agrees that in the event of a Bankruptcy, Guarantor shall not be entitled to, nor seek any stay of proceedings which may be in effect as to the Tenant. It is the intention of the Landlord and Guarantor that the Guarantor's obligations hereunder shall not be discharged or limited in any way under any of the aforescribed circumstances, or otherwise as a result of any release or discharge of the liability of the Tenant from a debtor-relief proceeding.

In the event that any provision is deemed to be invalid by reason of the operation of any law or by reason of the interpretation placed thereon by any court, this Guaranty shall be construed as not containing such provisions and the invalidity of such provisions shall not affect other provisions hereof which are otherwise lawful and valid and shall remain in full force and effect.

Guarantor and Tenant do hereby agree and acknowledge that the terms, provisions, and conditions of this Guaranty shall be controlled and construed according to the laws of Florida and the proper venue shall lay only in Alachua County, Florida. Guarantor does hereby knowingly, voluntarily, intentionally and unconditionally waive the right to Trial by Jury in any litigation based upon, arising out of, or involving the enforcement of this Guaranty and/or the underlying Lease and to which the Guarantor is a party.

This Guaranty or any of the provisions thereof cannot be modified, waived or terminated, unless in writing, signed by Landlord. The provisions of this Guaranty shall be binding upon and inure to the benefit of the Guarantor and Landlord and their respective heirs, legal representatives, successors and assigns.

In witness whereof, Guarantor has executed or caused to be executed this Guaranty this day of January 2024.

Signed, sealed and delivered in:
the presence of:

DocuSigned by:

Gail S. Deleede

Print Name: Gail S. Deleede

My Commission Expires: 03/25/2025



Guarantor

DocuSigned by:

Nilay Patel

NILAY PATEL

EXHIBIT "A"

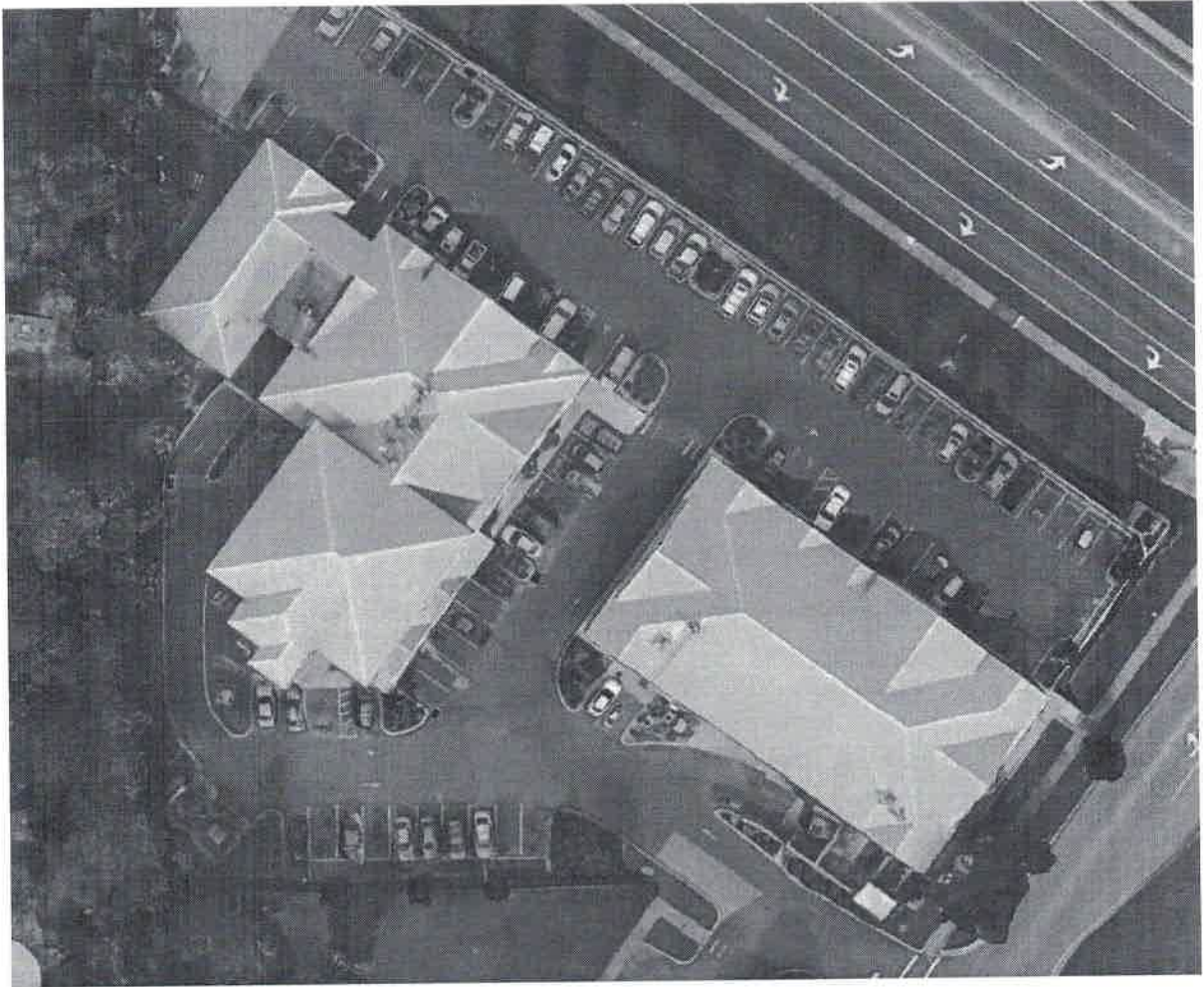


EXHIBIT "B"

RULES AND REGULATIONS

(a) All loading and unloading of goods shall be done only at such times, in the areas, and through the entrances designated for such purposes by Landlord,

(b) The delivery or shipping of merchandise, supplies and fixtures to and from the Premises shall be subject to such rules and regulations as in the judgment of Landlord are necessary for the proper operation of the Leased Premises or the Center.

(c) All garbage and refuse shall be kept in the kind of container specified by Landlord or duly constituted public authority, and shall be placed outside of the Leased Premises prepared for collection in the manner and at the times and places specified by Landlord. Tenant shall pay the cost of removal of any Tenant's refuse or rubbish and maintain all common loading areas and areas adjacent to garbage receptacles in a clean manner satisfactory to Landlord. Should Tenant fail to keep the area around its garbage receptacle in a clean manner as specified by Landlord, Landlord or its agents or subcontractors may clean such area and bill Tenant for the cost of cleaning plus twenty percent (20%) overhead, to be paid upon presentation of the bill.

(d) Tenant will not utilize any unethical method of business operation, nor shall any space in the Leased Premises be used for living quarters, whether temporary or permanent.

(e) Tenant shall have full responsibility for protecting the Leased Premises and the property located therein from theft and robbery, and shall keep all doors and windows securely fastened when not in use.

(f) No aerial shall be erected on the roof or exterior walls of the Leased Premises or on the grounds without, in each instance, the prior written consent of Landlord which consent may be denied or qualified in the sole unfettered discretion of Landlord. Any aerial so installed without such written consent shall be subject to removal without notice at any time without liability to Landlord, and the expenses involved in said removal shall be charged to and paid by Tenant upon demand.

(g) No loudspeakers, televisions, phonographs, radios or other devices shall be used in a manner so as to be heard or seen outside of the Leased Premises without the prior written consent of Landlord which consent may be denied or qualified in the sole unfettered discretion of Landlord.

(h) Tenant shall maintain the inside of the leased Premises at a temperature sufficiently high to prevent freezing of water in pipes and fixtures inside the Premises.

(i) The plumbing facilities shall not be used for any other purpose than that for which they are constructed, and no foreign substance of any kind shall be deposited therein, and the expense of any breakage, stoppage or damage resulting from a violation of this provision shall be borne by Tenant.

(j) Tenant shall not burn any trash or garbage of any kind in or about the Leased Premises, the Center, or within one mile of the outside property lines of the Center.

(k) Except as permitted pursuant to plans approved by Landlord, Tenant shall not cause or permit any unusual or objectionable odors to be produced upon or permeated from the Leased Premises, nor shall Tenant vent any cooking fumes or odors into the interior of the building.

(l) Tenant shall not permit (unless Tenant is planning on going out of business), allow or cause any public or private auction, "going-out-of-business", bankruptcy, distress, fire or liquidation sale in the Leased Premises. It is the intent of the preceding sentence to prevent the Tenant from conducting its business in any manner that would give the public the impression that it is about to cease its operation, and Landlord shall be the sole judge as to what shall constitute a "distressed" sale.

(m) Except for Tenant's use of the Outdoor Patio, the sidewalk, entrances, passages, quarters and halls shall not be obstructed or encumbered by a Tenant or used for any purpose other than ingress or egress to and from the Leased Premises.

(n) No sales tables, merchandise displays, signs, vending machines, pay phones or other articles shall be put in front of or affixed to any part of the exterior building, nor placed in the halls, common passageways, corridors, vestibules or parking areas without the prior written consent of Landlord which consent shall not be unreasonably withheld, delayed or conditioned.

(o) Tenant shall not erect or maintain any barricades or scaffolding which may obscure the signs, entrances or show windows of any other Tenant in the Center, or tend to interfere with any such other tenant's business.

(p) Tenant shall not create or maintain nor allow others to create or maintain, any nuisances, including without limiting the foregoing general language, loud noises, sound effects, bright lights, changing, flashing, flickering or lighting devices or similar devices, smoke or dust, the effect of which will be visible from the exterior of the Leased Premises.

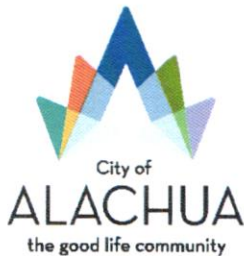
(q) Landlord reserves the right to waive any rule in any particular instance, or as to any particular person or occurrence, and further, Landlord reserves the right to amend and rescind new rules to the extent Landlord, in its sole judgment deems suitable for the safety, care and cleanliness of the Center and the conduct of high standards of merchandising and services therein. Tenant agrees to conform to such new or amended rules upon receiving written notice of the same. This provision will only be in effect prior to renewal or if Tenant agrees to any changes in rules. Tenant shall not unreasonably disagree with any changes in rules.

(r) Landlord may from time to time impose parking requirements, including the designation of specific areas in which vehicles owned by Tenant, its officers, employees and agents must be parked. Landlord may impose time limits on certain parking spaces. If Landlord shall designate such parking areas, and if any vehicle of Tenant or permitted concessionaire, officer, employee or agent of Tenant is parked in any other portion of the Center, Tenant shall pay to Landlord upon demand the sum of one hundred and 00/100 Dollars (\$100.00) for each such vehicle for each day, or part thereof, such vehicle is so parked, and Tenant hereby authorizes Landlord to tow or cause any such vehicle to be towed from the Center, and agrees to reimburse Landlord for the cost thereof upon demand, and to otherwise indemnify and hold Landlord harmless with respect thereto.

(s) No forklift, tow truck, or other powered freight handling machines may be used in the building except in such a manner and in those areas of the building as approved by the Landlord in writing.

(t) No animals of any kind may be kept on the Leased Premises by Tenant or its employees except as specifically approved by the Landlord in writing.

(u) Tenant shall use, at Tenant's cost, such pest extermination contractors as Landlord may direct and at such time intervals as Landlord may require if and only if a pest problem is created by Tenant.



Application for Certificate of Land Development Regulations (LDR) Compliance and Local Business Tax Receipt (LBTR)

FOR OFFICE USE ONLY

- ☐ Approved
☐ Denied
☐ Approved with conditions
as stated below

Planner Signature: _____

Please be sure to read and complete this application in full. Incomplete submittals will not be accepted.

A. ☒ NEW ☐ RENEWAL ☐ TRANSFER

B. PROCESS

1. Prior to occupying the space, meet with the City of Alachua Planning & Community Development Department to verify that use is permitted at the location.
2. Submit this Application for Certificate of LDR Compliance & Local Business Tax Receipt with all required attachments identified in Section E.

C. BUSINESS INFORMATION

Check all that apply:

- ☐ Name Change ☐ Ownership Change ☒ New
☐ Location Change ☐ Mailing Address Change
☐ Home Occupation (must also submit Home Occupation Addendum to Local Business Tax Receipt Application)

1. Business Name (Doing Business As): 101 NW US Hwy 73 FL LLC

If the business is exempt from filing a Fictitious Name Registration pursuant to Section 865.09, Florida Statutes, check the applicable box below:

- ☐ Business name indicates my full legal name
☒ Business name is an active corporation, LLC, LLP, Partnership or registered trademark
☐ Attorney; Regulated by the Department of Business & Professional Regulation;
☐ Regulated by the Department of Health

2. Description of Business Activity to Occur at this Location: _____

Retail Tobacco and Smoke Shop

3. Business Physical Address: 15634 NW US Hwy 441, Unit 2B, Alachua, FL 32616

4. Business Mailing Address: P.O. Box 8532, Columbus, GA 319085. Business Phone: () TBD Email: gail.d@usa101holding.com6. Local Contact Person: temporarily Gail deLeede (Exec Admin)7. Local Contact Address: 15634 NW US Hwy 441, Unit 2B, Alachua, FL 326168. Local Contact Phone: () 678-481-9955 Email: gail.d@usa101holdin.com9. FEI# or SSN: 99-1090548

NOTE: Social Security numbers are solely for compliance with Florida Statute 205.0535: "A (Local Business Tax) receipt may not be issued unless the federal employer identification number or social security number is obtained from the person to be taxed."

10. FL Sales Tax #: applied for11. Existing/Previous Use of Property: Retail12. Proposed Use of Property: Tobacco and Smoke Shop13. Number of Striped Parking Spaces on Site: numerous (shopping center)14. Square Footage of Building Occupied by Business: approx 1,20015. Number of Employees: none at present - approx 3 in future

16. If your business is one of the following business types please provide the applicable information:

Business Type		Quantity
Retail/Merchant	Inventory Value	<u>250,000</u>
Law Firm	Attorneys	
Beauty Parlor/Salon	Chairs	
Gasoline Station	Pumps	
Hotel	Rooms	
Insurance Company	Agents	

Business Type		Quantity
Restaurant	Seats	
Apartments	Dwellings	
Manufacturing	Employees	
Parking Lot	Square Feet	
Vending Machine	# of Machines	
Barber Shop	Chairs	

D. PROPERTY OWNER INFORMATION1. Name: Hepin Patel2. Mailing Address: P.O. Box 8532, Columbus, GA 319083. Phone: () 706-294-7711 Email: hepin@usa101holding.com**E. ATTACHMENTS**

1. Authorization from the Property Owner to occupy space (letter or copy of signed lease).
2. Copy of Fictitious Name Certification or other business articles from State of Florida Division of Corporations.
3. Copy of any applicable state licenses, certificates or registrations.
4. If a General Contractor - current Liability Insurance and Workers Compensation or Exemption from Workers Compensation.
5. Completed After Hours Business Emergency Contacts Form.
6. Certificate of LDR Compliance review fee (\$25.00) - payable by check, cash, or debit/credit card (processing fee applies).

All attachments are required for a complete submittal. If the submittal is determined to be incomplete, the registration form and fee will be returned to the applicant.

I/We certify and acknowledge that:

1. Prior to receiving a certificate of occupancy I /We must comply with the current Florida Building Code and must obtain any necessary permits.
2. I/We must comply with the requirements of the Alachua County Fire Marshall.
3. I/We must meet parking standards and any use specific standards for the zoning district.
4. Falsifying information on this Application for Certificate of LDR Compliance & LBTR may result in the Certificate of LDR Compliance and/or LBTR being revoked.

I/We certify and acknowledge that the information contained herein is true and correct to the best of my/our knowledge.

DocuSigned by:

Hepin Patel

Signature of Applicant

Hepin Patel

Typed or printed name of applicant

LLC Member and CEO

Applicant's Title (if applicable)

STATE OF GEORGIA

COUNTY OF COBB

DocuSigned by:

Scott O'Hara

Signature of Co-applicant

Scott O'Hara

Typed or printed name of co-applicant

COO

Co-applicant's Title (if applicable)

This affidavit is acknowledged before me by means or physical appearance or X online notarization on this 25 day of March, 2024 by Hepin Patel and Scott O'Hara who is/are personally known to me, or who has/have produced XXXXXXXX N/A - personally known by me as identification.

DocuSigned by:

Gail S. deLeede

Signature of Notary Public

(Seal)



Office Use Only:

Review Date: _____

LBTR Attachment Numbers Required: _____

LBTR Attachment Numbers Not Required and Reason Not Required: _____

FLUM: _____

Zoning District: _____

Tax Parcel Number: _____

Use Type: _____

Parking Standard for Use Type: _____

Number of Parking Spaces Required: _____

Number of Parking Spaces Provided: _____

Use Specific Standards Applicable: ☐ Yes ☐ No

If yes, LDR Section Number: _____

Accessory Use Standards Applicable: ☐ Yes ☐ No

If yes, LDR Section Number: _____

Home Occupation: ☐ Yes ☐ No

If yes, has "Home Occupation Addendum" to been submitted?

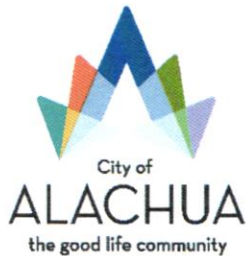
☐ Yes ☐ No

Alcoholic Beverage License Required: ☐ Yes ☐ No

Change of Use Permit Required: ☐ Yes ☐ No

Comments/Conditions of Approval: _____

Sign and fill in the box located at the top right corner of page one (1).



After Hours Business Emergency Contacts

This information will be provided to Alachua Police Department in case of there is a need to contact a business after its normal business hours.

1. Business or Company Name: 101 NW US Hwy 73 FL LLC / 101 Smoke Shop
2. Business or Company Phone: TBD
3. Business or Company Physical Address: 15634 NW US Hwy 441, Unit 2B, Alachua, FL 32616
4. Business or Company Email: TBD
5. Website: TBD
6. Contact Person #1: (temporarily) Gail deLeede
 Relationship to Business/Title: Paralegal / Exec Admin
 Phone: Home: N/A Cell: 678-481-9955
7. Contact Person #2: Hepin
 Relationship to Business/Title: LLC Member and CEO
 Phone: Home: N/A Cell: 706-294-7711
8. Contact Person #3: Scott O'Hara
 Relationship to Business/Title: COO
 Phone: Home: N/A Cell: 614-832-4313

**Electronic Articles of Organization
For
Florida Limited Liability Company**

L24000061048
FILED 8:00 AM
February 02, 2024
Sec. Of State
cgolden

Article I

The name of the Limited Liability Company is:

101 NW US HWY 73 FL LLC

Article II

The street address of the principal office of the Limited Liability Company is:

15634 NW US HWY 441
UNIT 2B
ALACHUA, FL. 32616

The mailing address of the Limited Liability Company is:

PO BOX 8532
COLUMBUS, GA. 31908

Article III

The name and Florida street address of the registered agent is:

NILAY PATEL
2224 UPLAND WAY
TALLAHASSEE, FL. 32311

Having been named as registered agent and to accept service of process for the above stated limited liability company at the place designated in this certificate, I hereby accept the appointment as registered agent and agree to act in this capacity. I further agree to comply with the provisions of all statutes relating to the proper and complete performance of my duties, and I am familiar with and accept the obligations of my position as registered agent.

Registered Agent Signature: NILAY PATEL

Article IV

The name and address of person(s) authorized to manage LLC:

Title: MGR
NILAY PATEL
2224 UPLAND WAY
TALLAHASSEE, FL. 32311

Title: MGR
HEPIN PATEL
8066 SILVERADO DR
COLUMBUS, GA. 31909

L24000061048
FILED 8:00 AM
February 02, 2024
Sec. Of State
cgolden

Article V

The effective date for this Limited Liability Company shall be:

02/01/2024

Signature of member or an authorized representative

Electronic Signature: NILAY PATEL

I am the member or authorized representative submitting these Articles of Organization and affirm that the facts stated herein are true. I am aware that false information submitted in a document to the Department of State constitutes a third degree felony as provided for in s.817.155, F.S. I understand the requirement to file an annual report between January 1st and May 1st in the calendar year following formation of the LLC and every year thereafter to maintain "active" status.

Date of this notice: 02-01-2024

Employer Identification Number:
99-1090548

Form: SS-4

Number of this notice: CP 575 B

101 NW US HWY 73 FL LLC
101 SMOKE SHOP
% HEPIN PATEL MBR
PO BOX 8532
COLUMBUS, GA 31908

For assistance you may call us at:
1-800-829-4933

IF YOU WRITE, ATTACH THE
STUB AT THE END OF THIS NOTICE.

WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER

Thank you for applying for an Employer Identification Number (EIN). We assigned you EIN 99-1090548. This EIN will identify you, your business accounts, tax returns, and documents, even if you have no employees. Please keep this notice in your permanent records.

Taxpayers request an EIN for their business. Some taxpayers receive CP575 notices when another person has stolen their identity and are opening a business using their information. If you did **not** apply for this EIN, please contact us at the phone number or address listed on the top of this notice.

When filing tax documents, making payments, or replying to any related correspondence, it is very important that you use your EIN and complete name and address exactly as shown above. Any variation may cause a delay in processing, result in incorrect information in your account, or even cause you to be assigned more than one EIN. If the information is not correct as shown above, please make the correction using the attached tear-off stub and return it to us.

Based on the information received from you or your representative, you must file the following forms by the dates shown.

Form 1065

03/15/2025

If you have questions about the forms or the due dates shown, you can call us at the phone number or write to us at the address shown at the top of this notice. If you need help in determining your annual accounting period (tax year), see Publication 538, *Accounting Periods and Methods*.

We assigned you a tax classification (corporation, partnership, estate, trust, EPMF, etc.) based on information obtained from you or your representative. It is not a legal determination of your tax classification, and is not binding on the IRS. If you want a legal determination of your tax classification, you may request a private letter ruling from the IRS under the guidelines in Revenue Procedure 2020-1, 2020-1 I.R.B. 1 (or superseding Revenue Procedure for the year at issue). Note: Certain tax classification elections can be requested by filing Form 8832, *Entity Classification Election*. See Form 8832 and its instructions for additional information.

A limited liability company (LLC) may file Form 8832, *Entity Classification Election*, and elect to be classified as an association taxable as a corporation. If the LLC is eligible to be treated as a corporation that meets certain tests and it will be electing S corporation status, it must timely file Form 2553, *Election by a Small Business Corporation*. The LLC will be treated as a corporation as of the effective date of the S corporation election and does not need to file Form 8832.

ALACHUA TOWN CENTER LEASE

THIS LEASE made and effective this ____ day of January 2024 by and between **YOUNG ESTATES, LLC**, a Florida limited liability company, hereinafter referred to as "Landlord" and **101 SMOKE SHOP, LLC**, a Florida limited liability company, hereinafter referred to as "Tenant".

Introductory Provisions

Certain fundamental lease provisions are presented here solely to facilitate convenient reference by parties hereto:

- a) Tenant's Trade Name: 101 SMOKE SHOP
- b) Main Term: Sixty-Four (64) Months
- c) Tenant Space Number: Unit 2B of ALACHUA TOWN CENTER Shopping Center
SEE EXHIBIT "A"
- d) Est. GLA in premises: 1,200 +/- Square Feet
- e) First Years Base Rent: \$24,900.00 plus sales tax
\$2,075.00 Per Month plus sales tax
- f) Delivery of Possession: FEBRUARY 1, 2024
- g) Rent Commencement Date: JUNE 1, 2024
- h) CAM Commencement Date: Same as Rent Commencement Date
- i) Security Deposit: \$8,665.50 (includes first & last month's rent)
- j) Other Sums Payable: Est. Florida Sales Tax \$1,962.00 (Estimated first year)
Est. Annual Common Area Maintenance \$7,800.00 (\$650.00
per month) (includes property taxes and insurance)
(Sales tax will be payable as required by the State of Florida on all additional rent such as C.A.M., Real Estate Tax reimbursement, Insurance, and all other charges so set forth in this lease.)
- k) Use Summary: Principal Business: 101 SMOKE SHOP
- l) Total Monthly Rent: \$2,888.50 (subject to change as set forth herein)

1. PREMISES:

Landlord leases to Tenant and Tenant leases from Landlord those certain premises in the Shopping Center having a gross leasable area of approximately +/- 1,200 square feet as depicted on the site plan attached hereto as Exhibit "A" (hereinafter referred to as "Shopping Center") located at 15634 NW US Highway 441, #2B, Alachua, FL 32616 (the "Premises" or "Premises").

The boundaries and location of the Premises are cross-hatched on a diagram of the Shopping Center depicted on the site plan attached hereto as Exhibit "A". Exhibit "A" sets forth the general layout of the Shopping Center and shall not be deemed to be a warranty, representation or agreement on the part of Landlord that said Shopping Center will be exactly as indicated on said diagram. Landlord may increase, reduce, or change the number, dimensions, or locations of the walks, buildings, and parking areas as Landlord shall deem proper. Landlord reserves the right to make alterations or additions to, and to build additional stores on, the land in which the Premises are located, and to add buildings adjoining same or elsewhere in the Shopping Center. Landlord further reserves the right to acquire additional land within which to expand the Shopping Center.

The use and occupation by Tenant of the Premises shall include the right to the non-exclusive use, in common with others, of all automobile parking areas, driveways, truck and service courts, walks, and other facilities designated for common use, as have been installed by Landlord, and of any other facilities as may be provided or designated from time to time by Landlord for common use, subject, however, 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 Landlord.

2. LENGTH OF TERM:

The initial term of this Lease shall be for approximately SIXTY-FOUR (64) MONTHS (hereinafter the "Term or "Lease Term") commencing on the Commencement Date, as defined in Section 3 below unless sooner terminated or extended as hereinafter provided.

3. COMMENCEMENT OF TERM AND POSSESSION:

A. The Term of this Lease shall commence FEBRUARY 1, 2024 (hereinafter the "Commencement Date"). The initial Term shall expire sixty-four (64) months from the Commencement Date (hereinafter the "Expiration Date"). The Delivery Date shall be FEBRUARY 1, 2024. The Rent Commencement Date shall be FEBRUARY 1, 2024.

B. By occupying the Premises as a Tenant, or by installing fixtures, facilities, or equipment or performing finishing work and Tenant Improvements, Tenant shall be deemed to have accepted the Premises "AS IS" and to have acknowledged that the Premises are in the condition required by this Lease. Landlord agrees to deliver all grease collection (if any), electrical, plumbing, and HVAC system(s) in good working order.

C. Tenant shall keep the Premises and the improvements thereon at all times during the term hereof free of Mechanic's and Materialmen's Liens and other liens of like nature and at all times shall fully protect and hold Landlord harmless against all such liens or claims and against all attorney's fees and other costs and expenses arising out of or as a result of any such lien or claim. Tenant shall not subject any interest of Landlord to Mechanic's or Materialmen's Liens for Tenant Improvements or subsequent alterations made by Tenant and Tenant shall notify any contractor, subcontractor or supplier making any such improvements or supplying goods and materials to the premises that no lien may attach to the Landlord's interest in the Premises. A copy of such notice shall be sent to Landlord. In the event a lien is filed against Landlord's interest in the Premises, Tenant shall discharge it promptly by payment or bonding off of such lien within 15 days following the recording thereof. Notwithstanding, if any such lien is recorded and not discharged by Tenant as required herein within 15 days following the recording thereof, then Landlord, at its option, may

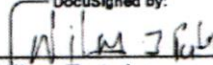
51. CAPACITY TO EXECUTE LEASE:

If Tenant is other than a natural person, Tenant represents that it is legally constituted, in good standing and authorized to conduct business in the State of Florida. Tenant further represents that the person who is executing this Lease on its behalf has the full power and authority to perform such execution and deliver the Lease to Landlord. Upon full execution of this Lease and delivery thereof by Landlord to Tenant, the Lease shall be valid and binding upon both parties in accordance with its respective terms and conditions. To further evidence the foregoing, upon request by Landlord, Tenant shall deliver to Landlord an appropriate corporate or partnership resolution specifying that the signatory to the Lease has been duly authorized to execute same on behalf of Tenant, and a Certificate of Good Standing from the State of Florida if Tenant is anything other than a natural person or a general partnership.

IN WITNESS WHEREOF, Tenant has hereunto set its hand and seal on this ____ day of JANUARY 2024.

TENANT

101 NW US HWY 73 FL LLC, d/b/a 101 SMOKE SHOP

By:  _____
Nilay Patel
Its: Managing Member

LANDLORD

YOUNG ESTATES, LLC, a Florida limited liability company

By:  _____
Donald Young
Its: Managing Member



USA 101 Holding LLC
101Franchising LLC
101 Distributors GA LLC
P.O. Box 8532
Columbus, GA 31908

May 2, 2024

VIA USPS MAIL

Mr. Mike Daroza
City Manager, LDR Administrator
Planning and Community Development
City of Alachua
PO Box 9
Alachua, FL 32616

Re: Appeal Initiation - LDR Administrator Interpretation
101 NW Hwy US 73 FL LLC
15634 NW US Hwy 441, Unit 2B (Tax Parcel # 03869-11-000)

Mr. Daroza,

In connection with the above-described Administrator Interpretation, please accept this letter as our notice of appeal in regard to your interpretation letter dated April 18, 2024 (received April 22, 2024 via email from Justin Tabor).

The nature of our business, which involves the sale of tobacco, electronic cigarettes, CBD, vapes and other related tobacco and electronic cigarette products, has not been specifically added to the list of permitted uses within the Commercial Business District (CBD) zoning regulations.

We were informed verbally by staff at the Business License Department that the property was zoned for the permitted use. Based on this information, substantial investments were made to prepare the premises, including the build-out, installation of fixtures and procurement of inventory. These investments total approximately \$75,000 to \$100,000. Final completion of the build-out and inventory procurement was approximately March 19, 2024. We were not informed of the zoning issue until we submitted an application for a business license around the 1st week of April.

The specific location of our shopping center, while not directly adjacent to the majority of the CBD, lies within close proximity to a retail business of the same permitted use. This proximity to a similar business indicates a degree of suitability for our proposed use. Despite being located within a larger area zoned outside the CBD, we believe our specific location should be considered for the permitted use due to this close adjacency and the significant investments already made.

We respectfully request the Alachua Planning and Zoning Development Department to reconsider and allow the permitted use for our business. The denial has placed an undue financial burden on our parent company which consists of 60+ retail smoke shops in the Southeast. Additionally, approving our appeal would align with the

broader economic interests of the community by supporting local businesses and preventing unnecessary financial losses.

Our company prides itself on top-grade products and high-end aesthetics in our store design. As COO, I would welcome the opportunity to meet with the BOA and request an appointment be scheduled at your earliest convenience.

Thank you for your attention to this matter. We are hopeful for a favorable resolution and are available to provide any additional information you might require.

Sincerely,

101 NW Hwy US 73 FL LLC

By: Scott O'Hara
Scott O'Hara, COO

cc: Nilay Patel
Hepin Patel



City of Alachua

MIKE DAROZA
CITY MANAGER

PLANNING & COMMUNITY DEVELOPMENT
DIRECTOR KATHY WINBURN

April 18, 2024

Hepin Patel
101 NW US Hwy 73 FL LLC
PO Box 8532
Columbus, GA 31908

RE: LDR Administrator Interpretation: Unlisted Use Determination
101 NW US Hwy 73 FL LLC
15634 NW US Highway 441, Unit 2B (Tax Parcel Number 03869-011-000)

Dear Mr. Patel:

The City of Alachua is in receipt of your application for an interpretation by the Land Development Regulations (LDR) Administrator for an unlisted use determination. The application pertains to a proposed use at 15634 NW US Highway 441, Unit 2B.

The application states that the proposed use would include the retail sale of tobacco, electronic cigarettes, CBD or vapes and other tobacco and electronic cigarettes/vape related products or merchandise.

Table 4.1-1, Table of Allowed Uses, of the LDRs sets forth the uses allowed within the general use zone districts. The business activity described within the request is not expressly listed in the Table 4.1-1 and thus subject to consideration at this location pursuant to the provisions of Section 2.4.19(A).

Section 2.4.19(A) states that the interpretation of all provisions of the LDRs shall be made by the LDR Administrator, and that such interpretations include interpretations of the text of the LDRs; interpretations of the zone district boundaries; and interpretations of whether an unspecified use falls within a use classification, use category or use type allowed in a zone district.

Section 2.4.19(C)(3) states that when rendering an interpretation, "... the LDR Administrator shall review and evaluate the request in light of the Comprehensive Plan, these LDRs, the Official Zoning Atlas, and other relevant codes and statutes... and then render an interpretation." This letter shall serve as the interpretation by the LDR Administrator for your request.

Section 4.2.1(D) of the LDRs provides a procedure for the approval of a use type not specifically listed in Table 4.1-1. Section 4.2.1(D)(2) provides the standards for approving an unlisted use. This section states that the LDR Administrator shall assess all relevant characteristics of the proposed use in order to determine if the proposed use has an impact that is similar in nature, function, and duration to the other use types allowed in the specific zoning district.

The zoning of the subject property is Central Business District (CBD). The CBD zoning district is described as follows in Section 3.5.2(D) of the LDRs:

- 3.5.2(D) *CBD, Central Business District.* The CBD district is established and intended to encourage the development of the City's historic downtown as the focal point in Alachua for an intense mix of office, retail, service, restaurant, entertainment, cultural, government, civic, and residential uses. More specifically, the district is intended to:
- (1) *Protect and enhance architectural character.* Protect and enhance the unique aesthetic and architectural character of Alachua's downtown;
 - (2) *Support economic vitality.* Support the economic vitality of the downtown;
 - (3) *Allow for diverse mix of uses.* Allow for a diverse mix of business, office, institutional, recreational, and residential uses;
 - (4) *Encourage pedestrian friendliness.* Encourage pedestrian-friendly development; and
 - (5) *Discourage highway-oriented uses.* Discourage highway-oriented uses.

The CBD zoning district allows several uses which would not be compatible with the proposed use, including but not limited to several types of residential uses and would encourage a more intensive highway-oriented use in the CBD zone district, thus conflicting with the purpose of the CBD zone district as set forth in Section 3.5.2(D) of the LDRs.

Based upon the description of the use provided to the City in your application and the standards for approving an unlisted use, as defined in Section 4.2.1(D)(2) of the LDRs, the proposed use is found to be incompatible with the other uses allowed within the CBD zoning district and would have an impact that is more intense in nature, function, and duration to the other use types the CBD zoning district.

If you wish to appeal this decision, please note the requirements and process as outlined in Section 2.4.20 of the LDRs. This code section has been attached to this letter.

Sincerely,



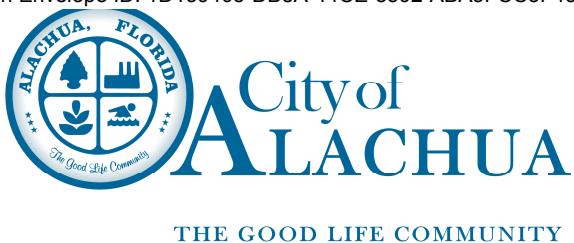
Mike DaRoza
City Manager/LDR Administrator

Attachment: Section 2.4.20 of the City of Alachua Land Development Regulations

c: Kathy Winburn, Planning & Community Development Director
Justin Tabor, AICP, Principal Planner
Adam Hall, AICP, Principal Planner
Carson Crockett, AICP Candidate
File

2.4.20 *Appeal of interpretation or decision by LDR Administrator.*

- (A) *Right of appeal.* Any person aggrieved or affected by a decision or interpretation of the LDR Administrator (except those related to construction plans (Subsection 2.4.10(G)(4) of this section) may appeal such decision or interpretation to the BOA.
- (B) *Appeal procedure.*
 - (1) *Initiation.*
 - (a) An appeal taken in accordance with this section may be initiated by filing a written notice of appeal within 30 days of the date of the written interpretation or decision with the LDR Administrator.
 - (b) The notice of appeal shall be filed, in writing, in the office of the LDR Administrator during normal business days between the hours of 8:00 a.m. and 4:30 p.m. If the notice of appeal is filed after 4:30 p.m., it shall be considered filed on the subsequent day.
 - (2) *Contents of appeal.* The written notice of appeal shall specify the grounds for the appeal, a statement of the improper decision or interpretation, the date of that decision or interpretation, and all support materials related to the decision.
 - (3) *Record.* After filing of the notice of appeal, the LDR Administrator shall ensure public notification is accomplished, schedule the appeal for consideration by the BOA, and transmit all the papers, documents, and other materials relating to the decision or interpretation appealed to the BOA. These materials shall constitute the record of the appeal.
 - (4) *Scheduling of notice and hearing.* The BOA shall hear the appeal within a reasonable time after its filing, after public notification.
 - (5) *Hearing and decision by BOA.* At the hearing, the person making the appeal may appear in person or by agent or attorney, and shall state the grounds for the appeal and identify any materials or evidence from the record to support the appeal. The LDR Administrator shall be given an opportunity to respond, as well as any other City staff or other person the BOA deems necessary. After the conclusion of the hearing, the BOA shall affirm, partly affirm, modify, or reverse the decision or interpretation, based on the record, and the requirements and standards of these LDRs.
- (C) *Effect of appeal.* A pending appeal stays all proceedings in furtherance of the action appealed from, unless the LDR Administrator certifies to the BOA, after the notice of appeal is filed, that by reason of facts stated in the certificate, a stay would cause imminent peril to life or property. In such case, proceedings shall not be stayed.



FOR PLANNING USE ONLY

Case #: _____
 Application Fee: \$ _____
 Filing Date: _____
 Acceptance Date: _____
 Review Type: Admin

Application for Interpretation by Land Development Regulations (LDR) Administrator

Reference City of Alachua Land Development Regulations 2.4.19

A. APPLICANT

1. Applicant's Status (check one):

☐ Owner (title holder) ☒ ~~Agent~~ Tenant

2. Name of Applicant(s) or Contact Person(s): Hepin Patel Title: Member

Company (if applicable): 101 NW US Hwy 73 FL LLC

Mailing address: P.O. Box 8532

City: Columbus State: GA ZIP: 31908

Telephone: (706) 294-7711 FAX: () e-mail: hepin@usa101holding.com

3. If the applicant is agent for the property owner*:

Name of Owner (title holder): Applicant is tenant and NOT agent of property owner

Mailing Address: _____

City: _____ State: _____ ZIP: _____

* Must provide executed Property Owner Affidavit authorizing the agent to act on behalf of the property owner.

B. PROPERTY AFFECTED

1. Address of Subject Property: 15634 NW US Hwy 441, Unit 2B, Alachua, FL 32616

2. Parcel ID Number(s): _____

3. Existing Use of Property: Tobacco and smoke shop

4. Future Land Use Map Designation: _____

5. Zoning Designation: _____

6. Acreage: _____

7. Number of Existing Structures on the Property: Shopping center

C. INTERPRETATION REQUESTED

☐ Land Development Regulations Text

☐ Zone District Boundaries

☒ Whether an unspecified use falls within a use classification, use category or use type allowed in a zone district (If requesting the approval of an unlisted use pursuant to Section 4.2.1(D), provide documentation to support the standards provided within Section 4.2.1(D)(2).)

Describe, in detail, the request being made (you may attach a separate document if additional room is needed):

Detailed criteria attached as Exhibit "A"

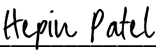
Copy of lease agreement attached as Exhibit "B"

D. ATTACHMENTS (Provide ALL that are applicable)

1. A current aerial map or plat of the property (may be obtained from the Alachua County Property Appraiser.)
2. Legal description with tax parcel number.
3. Proof of ownership.
4. Proof of payment of taxes.
5. **Fee.** Please see fee schedule for fee determination. No application shall be accepted for processing until the required application fee is paid in full by the applicant. Any necessary technical review will be billed to the applicant at the rate of the reviewing entity. The invoice shall be paid in full prior to any legislative and/or quasi-judicial action of any kind on the petition, appeal, or development application.

All attachments that are applicable to your application are required for the application to be considered complete. A completeness review of the application will be conducted within five (5) business days of receipt. If the application is determined to be incomplete, the application will be returned to the applicant.

I/We certify and acknowledge that the information contained herein is true and correct to the best of my/our knowledge.

DocuSigned by:

31444C2F174D44A...
Signature of Applicant

Hepin Patel
Typed or printed name and title of applicant

Signature of Co-applicant

Typed or printed name of co-applicant

State of Georgia County of Cobb

The foregoing application is acknowledged before me this 2nd day of April, 2024 by Hepin Patel

_____, who is/are personally known to me, or who has/have produced _____ (personally known)
as identification.

NOTARY SEAL



DocuSigned by:

1CA0CF4A2B844CC...
Signature of Notary Public, State of Georgia

City of Alachua ♦ Planning and Community Development Department
PO Box 9 ♦ Alachua, FL 32616 ♦ (386) 418-6121

EXHIBIT 'A'

(a) The volume and type of sales, retail, wholesale, etc.; size and type of items sold and nature of inventory on the premises;

Response: Retail sales of tobacco, electronic cigarettes, CBD or vapes and other tobacco and electronic cigarettes/vape related products or merchandise.

(b) Any processing done on the premises, including assembly, manufacturing, warehousing, shipping, distribution; any dangerous, hazardous, toxic, or explosive materials used in the processing;

Response: None

(c) The nature and location of storage and outdoor display of merchandise; enclosed, open, inside or outside the principal building; and predominant types of items stored (such as business vehicles, work-in-process, inventory, and merchandise, construction materials, scrap and junk, and raw materials including liquids and powders);

Response: Inventory is stored within leased space and no display of merchandise is outside the principal building.

(d) The type, size and nature of buildings and structures;

Response: Retail store comprises approx 1,200 square feet and is located within Alachua Town Center shopping center.

(e) The number and density of employees and customers per unit area of site in relation to business hours and employment shifts;

Response: Normal business are usually 10:00 am to 10:00 pm. Number of employees per store is generally three (3).

(f) Transportation requirements, including the modal split for people and freight, by volume type and characteristic of traffic generation to and from the site, trip purposes and whether trip purposes can be shared by other use types on the site;

Response: N/A

(g) Parking requirements, turnover and generation, ratio of the number of spaces required per unit area or activity, and the potential for shared parking with other use types;

Response: N/A

(h) The amount and nature of any nuisances generated on the premises, including, but not limited to, noise, smoke, odor, glare, vibration, radiation and fumes;

Response: None. We are retail only. No smoking is allowed within retail store.

(i) Any special public utility requirements for serving the proposed use type, including, but not limited to, water supply, waste water output, pretreatment of wastes and emissions required or recommended, and any significant power structures and communications towers or facilities; and

Response: None

(j) The impact on adjacent lands created by the proposed use type, which should not be greater than that of other use types in the zone district;

Response: None

EXHIBIT 'B'

ALACHUA TOWN CENTER LEASE

THIS LEASE made and effective this ____ day of January 2024 by and between **YOUNG ESTATES, LLC**, a Florida limited liability company, hereinafter referred to as "Landlord" and **101 SMOKE SHOP, LLC**, a Florida limited liability company, hereinafter referred to as "Tenant".

Introductory Provisions

Certain fundamental lease provisions are presented here solely to facilitate convenient reference by parties hereto:

- a) Tenant's Trade Name: 101 SMOKE SHOP
- b) Main Term: Sixty-Four (64) Months
- c) Tenant Space Number: Unit 2B of ALACHUA TOWN CENTER Shopping Center
SEE EXHIBIT "A"
- d) Est. GLA in premises: 1,200 +/- Square Feet
- e) First Years Base Rent: \$24,900.00 plus sales tax
\$2,075.00 Per Month plus sales tax
- f) Delivery of Possession: FEBRUARY 1, 2024
- g) Rent Commencement Date: JUNE 1, 2024
- h) CAM Commencement Date: Same as Rent Commencement Date
- i) Security Deposit: \$8,665.50 (includes first & last month's rent)
- j) Other Sums Payable: Est. Florida Sales Tax \$1,962.00 (Estimated first year)
Est. Annual Common Area Maintenance \$7,800.00 (\$650.00
per month) (includes property taxes and insurance)
(Sales tax will be payable as required by the State of Florida on all additional rent such as C.A.M., Real Estate Tax reimbursement, Insurance, and all other charges so set forth in this lease.)
- k) Use Summary: Principal Business: 101 SMOKE SHOP
- l) Total Monthly Rent: \$2,888.50 (subject to change as set forth herein)

1. PREMISES:

Landlord leases to Tenant and Tenant leases from Landlord those certain premises in the Shopping Center having a gross leasable area of approximately +/- 1,200 square feet as depicted on the site plan attached hereto as Exhibit "A" (hereinafter referred to as "Shopping Center") located at 15634 NW US Highway 441, #2B, Alachua, FL 32616 (the "Premises" or "Premises").

The boundaries and location of the Premises are cross-hatched on a diagram of the Shopping Center depicted on the site plan attached hereto as Exhibit "A". Exhibit "A" sets forth the general layout of the Shopping Center and shall not be deemed to be a warranty, representation or agreement on the part of Landlord that said Shopping Center will be exactly as indicated on said diagram. Landlord may increase, reduce, or change the number, dimensions, or locations of the walks, buildings, and parking areas as Landlord shall deem proper. Landlord reserves the right to make alterations or additions to, and to build additional stores on, the land in which the Premises are located, and to add buildings adjoining same or elsewhere in the Shopping Center. Landlord further reserves the right to acquire additional land within which to expand the Shopping Center.

The use and occupation by Tenant of the Premises shall include the right to the non-exclusive use, in common with others, of all automobile parking areas, driveways, truck and service courts, walks, and other facilities designated for common use, as have been installed by Landlord, and of any other facilities as may be provided or designated from time to time by Landlord for common use, subject, however, 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 Landlord.

2. LENGTH OF TERM:

The initial term of this Lease shall be for approximately SIXTY-FOUR (64) MONTHS (hereinafter the "Term or "Lease Term") commencing on the Commencement Date, as defined in Section 3 below unless sooner terminated or extended as hereinafter provided.

3. COMMENCEMENT OF TERM AND POSSESSION:

A. The Term of this Lease shall commence FEBRUARY 1, 2024 (hereinafter the "Commencement Date"). The initial Term shall expire sixty-four (64) months from the Commencement Date (hereinafter the "Expiration Date"). The Delivery Date shall be FEBRUARY 1, 2024. The Rent Commencement Date shall be FEBRUARY 1, 2024.

B. By occupying the Premises as a Tenant, or by installing fixtures, facilities, or equipment or performing finishing work and Tenant Improvements, Tenant shall be deemed to have accepted the Premises "AS IS" and to have acknowledged that the Premises are in the condition required by this Lease. Landlord agrees to deliver all grease collection (if any), electrical, plumbing, and HVAC system(s) in good working order.

C. Tenant shall keep the Premises and the improvements thereon at all times during the term hereof free of Mechanic's and Materialmen's Liens and other liens of like nature and at all times shall fully protect and hold Landlord harmless against all such liens or claims and against all attorney's fees and other costs and expenses arising out of or as a result of any such lien or claim. Tenant shall not subject any interest of Landlord to Mechanic's or Materialmen's Liens for Tenant Improvements or subsequent alterations made by Tenant and Tenant shall notify any contractor, subcontractor or supplier making any such improvements or supplying goods and materials to the premises that no lien may attach to the Landlord's interest in the Premises. A copy of such notice shall be sent to Landlord. In the event a lien is filed against Landlord's interest in the Premises, Tenant shall discharge it promptly by payment or bonding off of such lien within 15 days following the recording thereof. Notwithstanding, if any such lien is recorded and not discharged by Tenant as required herein within 15 days following the recording thereof, then Landlord, at its option, may

pay all or any part of such lien or claim, and any such payments, together with interest thereon at the rate of 18% per annum from the time of such payment by Landlord until repayment by Tenant, shall be paid by Tenant as additional rent upon demand, and if not so paid, shall continue to bear interest at the aforesaid rate until paid in full. Tenant has no right or authority to create any mechanics or materialmens liens upon the Premises or the Shopping Center, or on Landlord's interest therein, and Tenant, in compliance with §713.10, Fla. Stat., shall provide written notice (and provide written acknowledge thereof to Landlord) to all suppliers of labor or materials, as well as all contractors and subcontractors, as applicable, prior to ordering such labor or materials or executing any agreement for construction of Leasehold Improvements. Landlord may, at its sole election, record a Memorandum of Lease in any form deemed reasonable to Landlord, of this Lease, placing this requirement of record in the Public Records in and for ALACHUA County, Florida, and Tenant shall execute such Memorandum of Lease upon request by Landlord.

4. USE OF PREMISES; OPENING COVENANT AND COVENANT OF CONTINUOUS OEPRATION.

A. Tenant shall use the Premises solely for the purpose of the principal business of a SMOKE SHOP. Tenant shall operate said business under the name of 101 SMOKE SHOP. Tenant shall not use or permit the use of the Premises for any other business or purpose.

B. Tenant shall not do or suffer to be done, any act, matter or thing objectionable to the fire insurance companies whereby the fire insurance or any other insurance now in force or hereafter to be placed on the Premises or any part thereof, or on the building of which the Premises may be a part, shall become void or suspended, or whereby the same shall be rated as a more hazardous risk than existed on the Delivery Date. In case of a breach of this covenant, in addition to all other remedies of Landlord hereunder, Tenant agrees to pay to Landlord as Additional Rent any and all increases in insurance premiums maintained by Landlord on the Premises, or any part thereof, or on the building of which the Premises may be a part, caused in any way by the occupancy of Tenant.

C. Tenant shall open the Premises on or before the Rent Commencement Date and continuously during the full term of this lease and every extension thereof keep the entire Premises occupied and open for business during the minimum hours hereinafter specified: 11:00 a.m. to 8:00 p.m., Monday through Saturday.

D. In the event that the Premises shall, at any time during the Term of this lease be closed for business to customers for any period of ten (10) consecutive days or more, then, at any time thereafter Landlord may, at its election, terminate this lease by giving Tenant notice thereof and the Term of this Lease shall terminate on the thirtieth (30th) day after the giving of such notice by Landlord.

5. RENTAL:

A. **BASE RENTAL:** Tenant covenants and agrees to pay Landlord base rent ("Base Rent") for the first Lease Year of the Lease term in the amount of \$24,900.00 plus sales tax or any other charge which may be made on the rental by any federal, state or local governmental authority, payable in equal monthly installments without notice, deduction or set-offs, on the first day of each calendar month during the term hereof. Such Base Rent shall commence to accrue on the Rent Commencement Date of this Lease as defined in Section 3 above "Rent Commencement Date". The first rental payment due hereunder shall be due on JUNE 1, 2024.

The term "Lease Year" shall mean consecutive twelve-month periods commencing on the Commencement Date and each anniversary thereof. In the event the Commencement Date falls on a day other than the first day of the month, for purposes of the definition of Lease Year only, the Commencement Date shall be deemed to fall on the first day of the following month. No Rent or Cam shall be due for the period from FEBRUARY 1, 2024, through MAY 31, 2024.

- B. ANNUAL RENTAL ADJUSTMENTS: The Base Rent, payable for the remaining years of the Term of the Lease, shall be in the following amounts:

<u>Year</u>	<u>Annual Base Rent (3.5% inc. per year)</u>
2	\$25,771.50
3	\$26,673.50
4	\$27,607.07
5	\$28,573.32
6 (4 MONTHS)	\$29,573.39

C. RELATIONSHIP OF PARTIES: It is agreed that Landlord shall in no event be deemed to be a partner or engaged in a joint venture with, or an associate of Tenant in the conduct of its business, nor shall Landlord be liable for any debts incurred by Tenant in the conduct of its business. Nothing in this Lease contained shall be deemed or construed to confer upon Landlord any interest in the business of the Tenant. The relationship of the parties during the term of this Lease shall be at all times that of Landlord and Tenant.

D. TIME AND PLACE OF PAYMENT: Tenant shall promptly pay all Rent and other charges due hereunder and render all statements herein prescribed at the office of the Landlord, or to such other person or corporation, or at such other place as shall be designated by Landlord in writing, on or before the designated due date. If Landlord shall pay any monies or incur any expenses in correction of any violation of any covenant of Tenant herein set forth, the amounts so paid or incurred shall, at Landlord's option and on notice to Tenant, be considered additional rent payable by Tenant with the first installment of Rent thereafter to become due and payable and may be collected or enforced as by law provided in respect of rentals. In the event any monthly Rent payment is not paid within three (3) days after it is due, Tenant agrees to pay a late charge of ten percent (10%) of the amount of the payment due. Tenant further agrees that the late charge imposed is fair and reasonable, complies with all laws, regulations and statutes, and constitutes an agreement between Landlord and Tenant as to the estimated compensation for costs and administrative expenses incurred by Landlord due to the late payment of Rent by Tenant. Tenant further agrees that the late charge assessed pursuant to this Lease is not interest, and the late charge assessed does not constitute a lender or borrower/creditor relationship between Landlord and Tenant and may be treated by Landlord as Additional Rent owed by Tenant. Tenant shall pay to Landlord all sales, use or other taxes pertaining to the Rent (as defined in Paragraph 12 below) which shall be remitted by Landlord to the Florida Department of Revenue or other appropriate taxing authority.

6. SECURITY DEPOSIT:

A. Simultaneously with the execution of this Lease, the Tenant shall deposit with the Landlord the total sum of **\$8,665.50** representing a security deposit in the amount of \$2,888.50 plus first and last months estimated rent due hereunder in the amount of \$5,777.00 to be held as collateral security for the payment of any rentals and other sums of money payable by Tenant under this Lease, and for the faithful performance of all other covenants and agreements of Tenant

hereunder; the amount of said deposit, without interest, to be repaid to Tenant after the termination of this Lease and any renewal thereof, provided Tenant shall have made all such payments, and performed all such covenants and agreements. Upon any default by Tenant hereunder all or part of said deposit may, at Landlord's sole option, be applied on account of such default, and thereafter Tenant shall promptly restore the resulting deficiency in said deposit. Should Landlord retain said deposit on account of default, the deposit shall in no way be construed as liquidated damages, and Landlord reserves its right to seek any additional damages sustained from default by Tenant. Tenant hereby waives the benefit of any provision of law requiring such deposit to be held in escrow or in trust, and said deposit shall bear no interest, shall be deemed to be the property of Landlord and may be co-mingled with other deposits or funds of Landlord.

B. Landlord may deliver the funds deposited hereunder by Tenant to the purchaser of Landlord's interest in the Premises in the event that such interest be sold and thereupon Landlord shall be discharged from any further liability with respect to such deposit, and this provision shall also apply to any subsequent transfers.

C. In addition to the security deposit set forth in the preceding paragraph, simultaneously with the execution of this Lease, Tenant shall cause the Personal Guaranty attached hereto as Rider #3 to be executed by NILAY PATEL guarantying the payment and performance of Tenant's obligations under this Lease pursuant to the terms and conditions of the Personal Guaranty.

7. TENANT'S PROPORTIONATE SHARE.

For purposes of this Lease, Tenant's Proportionate Share shall be determined by dividing the gross floor area of the Premises by the gross leasable ground floor area of all of the buildings owned by Landlord in the Shopping Center as the same may be increased or decreased from time to time, excluding the gross square footage of those areas leased to major or anchor tenants. As of the date hereof, Tenant's proportionate share is 6.981%.

8. COMMON AREA AND FACILITIES:

A. All facilities furnished by Landlord in the Shopping Center and designated for the general use, in common, of occupants of the Shopping Center, including Tenant hereunder, their officers, agents, employees, and customers, including, but not limited to parking areas, loading docks, pedestrian sidewalks and ramps, landscaped areas, exterior stairways and other similar facilities (hereinafter "Common Areas") shall at all times be subject to the exclusive control and management of Landlord, and Landlord shall have the right from time to time to change the area, level, location, and arrangement of such Common Areas to restrict parking by tenants and their employees to employee parking areas, and to make rules and regulations pertaining to and necessary for the proper operation and maintenance of the Common Areas. Landlord shall also have the right from time to time to establish change, alter, amend, and enforce against Tenant and other users of the Common Areas such reasonable rules and regulations (including the right to restrict the areas within which Tenant's employees may park) as in its opinion are necessary or advisable for the proper and efficient operation and maintenance of the Common Areas. The rules and regulations may include, without limitation, the hours during which the Common Areas shall be open for use.

B. In addition to the Base Rent set forth in Section 5A above, Tenant will pay to Landlord as additional rent hereunder Tenant's Proportionate Share of all operating costs of Common Areas as defined in Paragraph 8C below.

C. For the purpose of this Paragraph 8, Landlord's operating cost of Common Areas is deemed to include all commercially reasonable costs and expenses incurred by Landlord as are typical in shopping centers of a similar type in the surrounding area in managing, operating, maintaining, cleaning, repairing and securing the Common Areas, including, but not limited to, gardening and landscape maintenance, provision of storm water retention, water, sewer service charge, electricity and other utilities, parking area maintenance and repairs (including striping, cleaning, sweeping and resurfacing), pressure cleaning, painting and repainting, maintenance of irrigation systems, rust control, together with the amortized cost for the replacement of any roofs, or air conditioning units serving the Shopping Center or the Premises, cost of public liability, property damage, fire, flood, windstorms, extended coverage and liability casualty insurance, including any insurance deductibles paid by Landlord, lighting, sanitary control, removal of trash, rubbish, garbage and other refuse from the Common Areas, advertising and promotions, rental for or depreciation on machinery and equipment used in maintenance, payroll taxes, cost of workmen's compensation and other insurance carried on or with respect to the Common Areas, operation of loudspeaker and music systems, management fee, and the cost of all personnel necessary to implement the foregoing services and necessary to police, control traffic, supply security service, and to maintain and to operate all of the facilities constituting a part of the Common Areas, fees paid for maintenance of Access Areas together with any expenses incurred by Landlord arising out of the Declaration of Restrictive Covenants, if any, and any expenses incurred or fees paid by Landlord in order to comply with any governmental regulations, and any other costs payable under the provisions of this Lease.

D. The annual charge shall be computed on the basis of periods of twelve (12) consecutive calendar months as designated by Landlord, and shall be paid by Tenant in equal installments on or before the first day of each calendar month in an amount estimated by Landlord. Within one hundred twenty (120) days after the end of such twelve (12) month period, Landlord will furnish to Tenant a statement showing in reasonable detail the amount of Landlord's actual operating costs for the preceding period. Tenant shall either receive a refund or be assessed an additional sum based upon the difference between Tenant's Proportionate Share of Landlord's actual operating costs and the estimated payment received by Landlord from Tenant during said year. Any additional sum owed by Tenant to Landlord shall be paid within ten (10) business days of receipt of assessment. Any refund owed by Landlord to Tenant shall be credited toward Tenant's next month's rental payment. Landlord's failure or delay in providing such statement within such one hundred twenty (120) day period shall in no way excuse Tenant from its obligation to pay its Proportionate Share of Common Area operating costs in accordance with this Section 8D.

9. PUBLIC UTILITIES:

In addition to all rentals herein specified, Tenant shall pay for all utilities in connection with the Premises, and all sewer charges, as and when the charges therefore shall become due and payable, and tenant shall pay any garbage or trash collection fee imposed by any governmental authority. Landlord shall have the right to prorate the water and sewer charges incurred for the Shopping Center to each Tenant, by any method deemed appropriate to the Landlord, including whether by specific use or square footage, and such expenses shall be billed to the Tenant as Additional Rent. Landlord further reserves the right to install a sub-meter to determine the Tenant's

particular usage, and the expense of such sub-meter shall be borne by Tenant. Furthermore, it shall be expressly understood that Landlord shall be responsible for paying only those utility and traffic impact fees attributable to the standard retail condition in which premises are being delivered as further described in Exhibit "B" attached hereto. If Tenant's use of the Premises, or any improvements thereto require the payment of additional utility or traffic impact fees, Tenant is solely responsible for such additional fees.

10. TAXES:

As used herein, the term "Taxes" shall mean and include all real estate taxes, any other taxes, assessments, license and permit fees, municipal service fees, charges for any easement maintained for the benefit of the Premises and other governmental levies and charges of every kind and nature whatsoever, general and special, extraordinary as well as ordinary, foreseen and unforeseen, and each and every installment thereof which shall or may from time to time during the term of this Lease be levied, assessed, imposed, become due and payable or liens upon, or arise in connection with the use, occupancy or possession of, or become due and payable out of, or for, the entire Shopping Center or any part thereof, or any rent or income received therefrom, and any land, buildings or other improvements therein, including interest on installment payments and all costs and fees (including reasonable attorneys' fees) incurred by Landlord in contesting Taxes, assessments and/or negotiating with public authorities with respect to the same. Nothing herein contained shall be construed to include as Taxes, any inheritance, estate, succession, transfer, gift, franchise, corporation, net income or profit tax or capital levy that is or may be imposed upon Landlord, provided, however, that if at any time during the Term of this Lease the methods and/or bases of taxation prevailing at the Commencement Date shall be altered so that in addition to, or in lieu of, or as a substitute for the whole or any part of the Taxes now levied, assessed or imposed on real estate as such, there shall be levied, assessed or imposed (i) a tax on the rents received from such real estate, or (ii) a license fee measured by the rents receivable by Landlord from the Shopping Center or any portion thereof, or (iii) a tax or license fee imposed upon Landlord which is otherwise measured by or based in whole or in part upon rents derived from the whole Shopping Center or any portion thereof, then and in any of such events the same shall be included in the computation hereunder of Taxes.

Landlord shall pay or cause to be paid (subject to the provisions regarding contributions by Tenant herein set forth) all Taxes which may be levied, assessed or imposed by the lawful tax authorities against the land, buildings or other improvements in the entire Shopping Center. The official tax bill or bills, as the case may be, issued by such lawful taxing authorities shall be conclusive evidence as to the amount of any such tax (or installment thereof) levied, assessed or imposed upon the Shopping Center.

On or before the first day of each month during the Term of this Lease, as the same may be renewed or extended, Tenant shall pay to Landlord, as additional rent, the amount obtained by (i) computing 1/12 of all Taxes levied, assessed or imposed upon the Shopping Center during each tax year in which the month in question falls, (ii) multiplying the sum resulting from the computation in step (i) by Tenant's Proportionate Share. If on the first day of the month in question the amount of any Tax payable during the then current tax year shall not have been determined by the taxing authorities, then the amount payable by Tenant shall be based on the amount of the corresponding Tax for the immediately preceding tax year, subject to immediate adjustment when the amount of such Tax for the then current tax year shall be determined and Tenant shall pay such adjustment upon being billed therefor by Landlord. Notwithstanding, if the building in which the Premises are located has not been completed and assessed by the Property Appraiser as a completed building,

then for the first lease year, the amount of any tax payable during the first lease year shall be based upon the amount estimated by Landlord, subject to immediate adjustment when the amount of such tax for the then current tax year shall be determined, and Tenant shall pay such adjustment upon being billed therefore by Landlord. If any tax shall be levied, assessed or imposed for any fiscal period which does not contain 12 months, then in making the computation of Tenant's obligation for Taxes for each month in such fiscal period, there shall be substituted in the computation under step (i), in lieu of 1/12 of such Tax, that fraction thereof arrived at by dividing such Tax by the number of months in such fiscal period.

11. INSURANCE:

The Landlord will pay in the first instance all premiums for fire, flood, windstorms, extended coverage and liability casualty insurance upon the Shopping Center containing the Premises. The amounts of such coverage shall be commercially reasonable amounts for similar Shopping Centers or at least equal to or greater than the coverage required by Landlord's lender, if any. Tenant shall pay Tenant's Proportionate Share of such insurance premiums and for any insurance deductible paid by Landlord in the same manner as Common Area operating costs set forth in Section 8 above. Upon Tenant's written request, Landlord shall provide proof of such coverage.

12. ADDITIONAL RENT:

For the purpose of this Lease, Tenant's Proportionate Share of Landlord's operating cost of Common Areas, Taxes and insurance and any other amounts due under the Lease, shall sometimes be collectively referred to as "Additional Rent". The Base Rent and Additional Rent shall herein sometimes be collectively referred to as the "Rent".

13. REPAIRS:

Landlord will keep the foundation, exterior walls and roof of the Premises (excepting any work done by Tenant and excepting any glass or doors, which are the responsibility of the Tenant) in proper repair, provided that in each case Tenant shall have given Landlord prior written notice of the necessity of such repairs. The cost of such repairs performed by Landlord shall be included in the Landlord's operating cost of Common Areas set forth in Section 8C of this Lease. Tenant will keep the interior of the Premises, together with all fixtures and all electrical, plumbing, heating, air conditioning and other mechanical equipment whether located within or on the roof of the Premises, all doors, and all plate glass and door and window glass, in good order and proper repair at its own expense, using materials and labor of kind and quality equal to the original work, and will surrender the Premises at the expiration or earlier termination of this Lease in as good condition as when received, excepting only deterioration caused by ordinary wear and tear and damage by fire or other casualty of the kind insured against in standard policies of fire insurance with extended coverage. Except as hereinabove provided, Landlord shall have no obligation to repair, maintain, replace, alter or modify the Premises or any part thereof, or any plumbing, heating, electrical, air conditioning or other mechanical installation whether located within or on the roof of the Premises. Under no circumstances shall Landlord be obligated to repair, replace or maintain any plate glass or door or window glass. In furtherance of Tenant's obligation to maintain, repair and replace heating, air conditioning, and other mechanical equipment in or serving the Premises, Tenant agrees to obtain and keep in full force during the term of the Lease, or any renewal thereof, a maintenance, repair and service contract on such equipment reasonably satisfactory to Landlord.

14. TENANT'S RIGHT TO MAKE ALTERATIONS:

Tenant covenants and agrees that it will not make any alterations, improvements, or additions to the Premises, including storefronts, during the term of this Lease or any extension thereof without first obtaining the written consent of the Landlord. Tenant will not cut or drill into, or secure any fixture, apparatus, or equipment of any kind to any part of the Premises without first obtaining the written consent of the Landlord. All alterations, improvements and additions made by Tenant as aforesaid shall remain upon the Premises at the expiration or earlier termination of this Lease and shall become the property of Landlord, unless Landlord shall, prior to the termination of this Lease, have given written notice to Tenant to remove same, in which event, Tenant shall remove such alterations improvements and additions and restore the Premises to the same good order and condition in which it was at the commencement of this Lease. Should Tenant fail to do so, Landlord may do so, collecting, at Landlord's option, the cost and expense thereof from the Tenant as Additional Rent.

15. COVENANTS OF TENANT:

A. Tenant shall comply with any and all requirements of any public authorities, State or Federal statutes, local laws, ordinances, or regulations and any matters of record applicable to Tenant or to the Premises, and Tenant agrees to save Landlord harmless from penalties, fines, costs, expenses or damages resulting from failure to do so.

B. Tenant shall give to Landlord prompt written notice of any accident, fire, burglary, theft, or damage occurring on or to the Premises.

C. Tenant shall restrict all loading and unloading of goods to the rear of the Shopping Center and only at such times in the areas and through such entrances as may be designated for such purpose by the Landlord. Trailers, trucks, vans, or vehicles depicting commercial advertising, shall not be permitted to remain parked overnight in any areas of the Shopping Center, whether loaded or unloaded.

D. Tenant shall remove trash from its Premises on a daily basis and place such trash in the dumpster designated by Landlord. Any leakage, spillage or debris in the Common Areas will be cleaned and disinfected by Tenant immediately. In the event additional cleaning of the Common Areas by Landlord is required due to Tenant's transportation of its trash from the Premises to the dumpster, all costs associated with such additional cleaning shall be borne solely by Tenant.

E. Tenant shall keep the entry and exit ways immediately adjoining the Demised Premised clean and not to burn, place or permit any rubbish, obstruction or merchandise in such areas.

F. Tenant shall keep Premises clean, orderly, sanitary and free from objectionable odors, noise and from insects, vermin and other pests. Tenant agrees not to use or operate any machinery that, in Landlord's opinion, is harmful to the building or disturbing to other tenants in the building of which the Premises is a part; nor shall Tenant use any loud speakers, television, phonographs, radios or other devices in a manner so as to be heard or seen outside of the Premises, nor display merchandise on the exterior of the Premises either for sale or for promotion purposes.

G. Tenant shall require Tenant's employees to park their cars only in those portions of the parking area designated for that purpose by Landlord, if any.

H. Tenant shall conduct its business in the Premises in all respects in a dignified manner and in accordance with high standards of store operation and that of a first quality shopping center.

I. Tenant shall comply with all reasonable rules and regulations of Landlord in effect at the time of the execution of this Lease or at any time or times, and from time to time promulgated by Landlord, as Landlord in its sole discretion shall deem necessary in connection with the Premises, the Shopping Center or the building of which the Premises are a part. Tenant hereby acknowledges receipt of those Rules and Regulations attached hereto as **Exhibit "B"**.

J. Tenant shall warehouse, store and/or stock in the Premises only such goods, wares and merchandise as Tenant intends to offer for sale at retail at, in, from or upon the Premises. This shall not preclude occasional emergency transfers of merchandise to the other stores of Tenant, if any, not located in the Shopping Center. Tenant shall use for office, clerical or other non-retail purposes only such space in the Premises as is from time to time reasonably required for Tenant's operation of its business in the Premises.

K. Tenant shall be responsible for and pay before delinquency all municipal, county or state taxes assessed during the term of this Lease against any leasehold interest or personal property of any kind, owned by or placed in, upon or about the Premises by Tenant.

L. Tenant shall not attach any awning, antenna or other projection to the roof or the outside walls of the Premises or the building of which the Premises are a part.

M. Tenant shall not conduct any auction, fire, bankruptcy or going out of business sale on or about the Premises.

16. SIGNS:

Tenant will not exhibit, inscribe, paint or affix any sign, (neon or otherwise), advertisement, notice or other lettering on any part of the outside of the Premises or in the windows of the Premises, or on the building of which the Premises are a part, or inside the Premises if visible from the outside, without first obtaining Landlord's written approval thereof. Such approval shall not be unreasonably withheld as long as the Tenant obtains necessary approvals as required by governmental agencies. Tenant further agrees to maintain such sign, lettering, etc., as may be approved by Landlord in good condition and repair at all times.

17. RIGHTS OF LANDLORD:

Landlord reserves the following rights with respect to the Premises:

A. At all reasonable times, by itself or its duly authorized agents, to go upon and inspect the Premises and every part thereof and at its option to make repairs, alterations and additions to the Premises or the building of which the Premises are a part.

B. To display a "For Rent" sign at any time, and also, after notice from either party of intention to terminate this Lease, or at any time within six (6) months prior to the expiration of this

Lease, a "For Rent" sign, and all of said signs shall be placed upon such part of the Premises as Landlord shall require, except on doors leading into the Premises. Prospective purchasers or tenants authorized by Landlord may inspect the Premises at reasonable hours at any time.

C. To collect all rents, as well as any additional rent and any other charges due Landlord by Tenant, from any receiver, debtor in possession, or trustees which may be appointed for the account of Tenant.

18. DAMAGE TO PREMISES:

If, during the Term hereof, the Premises are damaged by reason of fire or other casualty, Tenant shall give immediate written notice thereof to Landlord. Subject to the prior rights of any mortgagee, Landlord shall restore the Premises to substantially the same condition they were in immediately before said destruction. If, in Landlord's reasonable opinion, the restoration can be accomplished within ninety (90) days following issuance of a building permit for reconstruction (of which Landlord shall use diligent efforts to obtain), such destruction shall not terminate this Lease. If, in Landlord's reasonable opinion, the restoration cannot be performed within such 90-day period, then within thirty (30) days after such determination, Landlord may terminate this Lease upon ten (10) days written notice to Tenant. If this Lease is not terminated and restoration is permitted under existing laws, Landlord shall restore the Premises within such 90-day period, and this Lease shall continue in full force and effect. Rent shall be abated during the period in which the Premises (or portion thereof on a prorated basis) are rendered untenable as a result of such damage unless said damage was caused by the negligence or intentional wrongful act of Tenant or its officers, employees, agents or invitees. Should Landlord elect to terminate this Lease, the entire insurance proceeds shall be and remain the outright property of Landlord, subject to the prior rights of any mortgagee and except any proceeds received from Tenant's insurance for Tenant's Property, or proceeds received from Tenant's business interruption insurance, if any.

In the event that the 50% or more of the gross leasable area of the Shopping Center has been damaged or destroyed by fire or other casualty regardless of the extent of damage or destruction of the Premises, Landlord shall have the right to terminate this Lease provided that notice thereof is given to Tenant not later than ninety (90) days after such damage or destruction.

19. INDEMNIFICATION, PUBLIC LIABILITY INSURANCE AND OTHER INSURANCE:

A. Tenant will 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 or loss of property occurring in or about, or arising out of, the Premises and adjacent sidewalks and loading platforms or areas, or occasioned wholly or in part by any act or omission of Tenant, its agents, contractors, customers or employees or invitees.

B. Tenant shall at all times during the term hereof keep in force at its own expense public liability insurance including liquor liability insurance (if tenant sells beer, wine or liquor) in companies acceptable to Landlord sufficient to cover such indemnification and naming as insured both Landlord and Tenant, with minimum limits of Two Million (\$2,000,000.00) Dollars on account of bodily injuries to or death of, one person, and Two Million (\$2,000,000.00) Dollars on account of bodily injuries to or death of more than one person as the result of any one accident or disaster, and One Million (\$1,000,000.00) Dollars on account of damage to property, and Tenant will further deposit the policy or policies of such insurance, or certificates thereof, with Landlord.

C. Tenant shall during the entire term hereof keep in full force and effect a policy of insurance upon all of the plate glass in the Premises, in which policy both Landlord and Tenant shall be named as parties covered thereby as their respective interests may appear. Tenant shall furnish Landlord with a certificate of insurance or other acceptable evidence that such insurance is in force, and evidence that the premiums have been paid by Tenant at least ten (10) days prior to the due date of same.

D. Tenant shall, at all times during the term hereof, keep in force at its own expense, fire insurance with extended coverage in companies acceptable to Landlord, equal to the replacement cost of Tenant's betterments and improvements on the Premises, and naming Landlord as an insured, to the extent of such betterments and improvements.

E. Tenant shall at all times during the Term hereto maintain or cause to be maintained, personal property insurance upon all fixtures and personal property located in the Premises in an amount sufficient to cover the full replacement cost thereof. Upon Landlord's request, Tenant shall furnish documentation evidencing such coverage.

F. Tenant will furnish Landlord, prior to or simultaneously with taking possession, copies of policies or certificates of insurance evidencing coverages required by this Lease. Tenant further agrees that it shall not materially change the terms of any such insurance coverage in place without prior notice to the Landlord, and shall further provide to the Landlord copies of policies or certificates of insurance evidencing coverages as reasonably requested by Landlord. Landlord shall be named as an additional insured on all insurance required to be maintained by the Tenant under the terms of this Lease. All policies required hereunder shall contain an endorsement providing that the insurer will not cancel or materially change the coverage of said policy or policies without first giving ten (10) days prior written notice thereof to Landlord.

20. WAIVER OF CLAIMS:

A. Except for showing of negligence, Landlord and Landlord's agents, employees and contractors shall not be liable for, and Tenant hereby releases all claims for, damage to person or property sustained by Tenant or any person claiming through Tenant resulting from any fire, accident, occurrence or condition in or upon the Premises or building of which they shall be a part, including but not limited to such claims for damage resulting from (i) any defect in or failure of plumbing, heating or air conditioning equipment, electric wiring or installation thereof, water pipes, stairs, railings or walks; (ii) any equipment or appurtenances becoming out of repair; (iii) the bursting, leaking or running of any tank, washstand, water closet, waste pipe, drain or any other pipe or tank in, upon or about such building or premises; (iv) the backing up of any sewer pipe or downspouts; (v) the escape of steam or hot water; (vi) water being upon or coming through the roof or any other place upon or near such building or premises or otherwise; (vii) the falling of any fixtures, plaster or stucco; (viii) broken glass and (ix) any act or omission of co-tenants or other occupants of said building or adjoining or contiguous property or buildings.

B. Landlord and Tenant agree that in the event the Premises or its contents are damaged or destroyed by fire or other insured casualty, the rights, if any, of either party against the other with respect to such damage or destruction are waived; and that all policies of fire and/or extended coverage or other insurance covering the Premises or its contents shall contain a clause or endorsement providing in substance that the insurance shall not be prejudiced if the assureds

have waived right of recovery from any person or persons prior to the date and time of loss or damage, if any.

21. TRADE FIXTURES:

All trade fixtures installed by Tenant, which are easily mobile and do not require mechanical removal and/or detachment from a wall, floor, or ceiling in the Premises shall remain the property of Tenant and shall be removable at the expiration or earlier termination of this Lease or any renewal or extension thereof, provided Tenant shall not at such time be in default under any covenant or agreement contained in this Lease; and provided further that in the event of such removal, Tenant shall promptly restore the Premises to their original order and condition. Any such trade fixture not removed at or prior to such termination shall be deemed abandoned and become the property of the Landlord. In the event the Landlord incurs any expense for the removal of any trade fixtures which have not been properly removed by Tenant, Landlord reserves the right to recover from Tenant of any such expenses incurred by Landlord for the storage and/or removal of such trade fixtures. Tenant acknowledges and agrees that lighting fixtures, flooring, counters, wall coverings, plumbing fixtures, exhaust hood equipment and air conditioning equipment, whether or not installed by Tenant, shall not be removable at the expiration or earlier termination of this Lease or at the expiration of any renewal or extension thereof, and shall become the property of Landlord unless Landlord directs Tenant to remove same. Tenant shall notify Landlord prior to the removal of any trade fixtures and shall obtain Landlord's written consent thereto prior to removal. Any trade fixtures removed without Landlord's consent shall constitute a default hereunder.

22. ASSIGNING, MORTGAGING, SUBLETTING:

Tenant agrees not to assign, mortgage, pledge or encumber this Lease, in whole or in part, or sublet the whole or any part of the Premises, or permit the use of the whole or any part of the Premises by any licensee, franchisee or concessionaire, without first obtaining the written consent of Landlord, which consent shall not be unreasonably withheld. Landlord's consent to any such assignment, sublease or use will not be deemed a consent to any subsequent assignment, sublease or use. Tenant agrees that, in the event of any such assignment, subletting, licensing or granting of a concession made with the written consent of Landlord as aforesaid, it will nevertheless remain liable for the performance of all of the terms, conditions and covenants of this Lease. If Tenant is a corporation, and if control thereof changes (defined as 51% or more of the stock or assets of Tenant) at any time during the term hereof, Landlord, at its option, may, by giving sixty (60) days prior written notice to Tenant, declare such change a breach of this Lease. Landlord reserves the right to charge an administrative service fee for the costs of processing such assignment, mortgage, or sublease documentation.

23. SUBORDINATION:

Tenant agrees that it does hereby subordinate its rights hereunder to the lien of any mortgage, ground lease, or any other method of financing or refinancing now or hereafter placed against the land and/or the Premises and/or any or all of the buildings now or hereafter built or to be built in the Shopping Center by Landlord and to any and all advances made or to be made thereunder and to the interest thereon and to all renewals, replacements, consolidations and extensions thereof. Tenant further agrees that it shall attorn to any such lender (or purchaser at foreclosure) or ground lessor upon such lender's or ground lessor's succession (or the succession of any purchaser at the sale of all or any part of the Shopping Center on a foreclosure or deed in lieu of foreclosure) to Landlord's interest hereunder, whether by means of foreclosure, deed in lieu

of foreclosure or otherwise. This paragraph shall be self-operative and no further instrument of subordination or attornment shall be required. Tenant further agrees, however, that it will enter into and execute within 10 business days of such request all documents which any mortgagee or any ground lessor may reasonably request Tenant to enter into and execute, including, but not limited to, a subordination, and attornment agreement, and/or a new lease for the remainder of the term hereof on the terms and conditions set forth herein.

24. PERFORMANCE OF TENANT'S COVENANTS:

Tenant covenants and agrees that it will perform all agreements herein expressed on its part to be performed, and that it will promptly, upon receipt of written notice of non-performance thereof, except for non-payment of rent for which no notice is required, comply with the requirements of such notice. Further, if Tenant shall not comply with such notice to the satisfaction of Landlord within forty-eight (48) hours after delivery thereof (or, if such compliance cannot reasonably be completed within forty-eight (48) hours, if Tenant shall not commence to comply within such period and thereafter proceed to completion with due diligence), such non-compliance will be considered an event of default, and Landlord may, at its option, do or cause to be done any or all of the things specified in said notice, and in so doing Landlord shall have the right to cause its agents, employees and contractors to enter upon the Premises and in such event shall have no liability to Tenant for any loss or damage resulting in any way from such action; and Tenant agrees to pay promptly upon demand any expense incurred by Landlord in taking such action, any such sum to be collectible from Tenant as additional rent hereunder.

25. EVENTS OF DEFAULT:

The occurrence of any of the following shall constitute an event of default hereunder:

- A. Failure of Tenant to commence business within the time period specified in Section 3C hereof.
- B. Discontinuance by Tenant of the conduct of its business in the Premises beyond the ten (10) day period referenced in Section 4D above;
- C. The filing of a petition by or (if an order of relief is granted) against Tenant for adjudication as a bankrupt or insolvent, or for its reorganization or for the appointment of a receiver or trustee of Tenant's property; any reorganization or proceedings under Chapter 11 of the United States Bankruptcy Code; an assignment by Tenant for the benefit of creditors; or the taking possession of the property of Tenant by any governmental officer or agency pursuant to statutory authority for the dissolution or liquidation of Tenant.
- D. Failure by Tenant to pay when due any installment of rent and additional rent hereunder or any other sum herein required to be paid by Tenant.
- E. Vacation or desertion of the Premises or permitting the same to be empty and unoccupied or not open for business for a period exceeding ten (10) days.
- F. Tenant's removal or attempt to remove, or manifesting an intention to remove Tenant's goods or property from or out of the Premises otherwise than in the ordinary and usual course of business without having first paid and satisfied Landlord for all rent which may become due during the entire term of this Lease.

G. Tenant's failure to perform any other covenants or conditions of this Lease within two (2) days after written notice and demand.

H. The sale or transfer of fifty percent fifty-one (51%) percent or more of the stock or assets of Tenant.

I. The disclosure by Tenant of any of the terms or conditions of this Lease to any other tenant within the Shopping Center.

26. RIGHTS OF LANDLORD UPON DEFAULT BY TENANT:

A. If Tenant is in default under any terms of this Lease and if same is not cured by Tenant within seven (7) days after written notice to Tenant, other than as to an Event of Default under Paragraph 25(D) for which no additional notice is required, then Landlord, in addition to all rights and remedies granted under the laws of the State of Florida, shall have any or all of the following rights:

(i) To, within fifteen (15) days after written notice to Tenant of Default, provided the Default is a non-monetary Default, days re-enter and remove all persons and property from the Premises, and such property may be removed and stored in a public warehouse or elsewhere at the cost of and for the account of Tenant, all without service of notice or resort to legal process and without being deemed guilty of trespass, or becoming liable for any loss or damage which may be occasioned thereby. If the Default is for Failure by Tenant to pay when due any installment of rent and additional rent hereunder or any other sum herein required to be paid by Tenant no additional notice is required.

(ii) Terminate Tenant's possession of the Premises and elect to declare the entire minimum rent for the balance of the term due and payable forthwith.

(iii) Terminate Tenant's possession of the Premises and relet the Premises for the account of the Landlord or within the sole discretion of Landlord the Premises may be relet for the account of Tenant.

B. In case suit shall be brought by Landlord for the recovery of rent or because of the breach of any covenant by Tenant, and if Landlord is successful in such litigation, then Tenant shall pay all costs of said litigation, including a reasonable attorney's fee. In the event that any suit shall be filed by either Landlord or Tenant involving this Lease or any other aspect of the tenancy, then the prevailing party in such litigation shall be entitled to recover reasonable attorney's fees and costs of such litigation, including for any/all trial, appellate or bankruptcy proceedings.

C. 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 Premises and/or any claim or injury or damage. In the event Landlord commences any proceedings for nonpayment of rent, minimum rent or additional rent, Tenant will not interpose any counterclaim of whatever nature or description in any such proceedings. This shall not, however, be construed as a waiver of the Tenant's right to assert such claims in any separate action or actions brought by Tenant.

D. Tenant hereby expressly waives any and all rights of redemption granted by or under any present or future laws in the event of Tenant being evicted or dispossessed for any cause, or in the event of Landlord obtaining possession of the Premises, by reason of violation by Tenant of any of the covenants or conditions of this Lease, or otherwise.

E. Except as to default under Section 25C, if Tenant is in default Landlord shall have the rights, at its option, to require the Base Rent be paid in semi-annual installments, in advance, for the remainder of the term or extended term of this Lease, the said semi-annual rental to commence effective as of the first day of the month in which said default by Tenant occurs.

F. Tenant shall be responsible for reimbursing Landlord for any costs, fees or reasonable attorney's fees associated with the collection of Rent.

27. FINANCING AGREEMENT:

Tenant hereby represents that as of the Commencement Date of this Lease, Tenant's Property located in the Premises is not subject to any liens or encumbrances. If during the Term hereof or any renewal terms, Tenant enters into, executes or delivers any security agreement, financing statement or other form of security instrument for Tenant's Property now or to be located in the Premises without the prior written approval of Landlord, such action shall be considered a breach of this Lease entitling Landlord to all remedies as provided herein. Further, Tenant hereby agrees that Landlord shall have a first priority security interest in Tenant's Property as security for the performance of Tenant's obligations hereunder. Tenant agrees to execute a UCC-1 Financing Statement which shall be recorded by Landlord in the public records of the State of Florida and the County within which the Premises are situated, naming Landlord as lienholder on tenant's Property located in the Premises. In the event Tenant fails to execute such UCC-1 Financing Statement, Tenant shall be deemed to be in default of this Lease and Landlord shall be entitled to all remedies as provided herein, including the right to execute same on Tenant's behalf.

28. WAIVER:

The waiver of performance of any covenant, term or condition of the Lease by Landlord or Tenant shall not be construed as a waiver if any subsequent breach of the same covenant term or condition. The various rights, options, elections, powers and remedies of the parties contained in the Lease shall be construed as cumulative and no one of them exclusive of any other or of any legal or equitable remedy which either party might otherwise have in the event of a breach by the other, and the exercise of one right or remedy by a party shall not in any way impair its rights to any other right or remedy.

29. SURRENDER AND HOLDING OVER:

Tenant, upon expiration or termination of this Lease, either by lapse of time or otherwise, agrees peaceably to surrender to Landlord the Premises in "broom clean" condition and in good repair. In the event that Tenant shall fail to surrender the Premises upon demand, Landlord, in addition to all other remedies available to it hereunder, shall have the right to receive, for all the time Tenant shall so retain possession of the Premises or any part thereof, an amount equal to twice the Base Rent specified in this Lease, together with any/all Additional Rent as applied to such period.

If Tenant remains in possession of the Premises with Landlord's consent but without a new Lease reduced to writing and duly executed, Tenant shall be deemed to be occupying the Premises as a tenant from month-to-month, subject to all the covenants, conditions and agreements of this Lease.

30. ADDITIONAL CONSTRUCTION:

Landlord hereby reserves the right at any time and from time to time to make alterations or additions to, and to build additional stories on, the building in which the Premises are contained. Landlord also reserves the right to construct other or to add to other buildings or improvements in the Shopping Center, and to permit others to do so from time to time. The foregoing shall include Landlord's right to acquire additional land within which to expand the Shopping Center.

31. CONDEMNATION:

Tenant hereby waives any loss or damage to Tenant or right to claim any part of the award as the result of the exercise of the power of eminent domain of any governmental body, whether such loss or damage results from condemnation of part or all of the Premises or any portion of the parking area or service entrances or exits. Should any power of eminent domain be exercised after Tenant is in possession, such exercise shall not void or impair this Lease unless the building in which the Premises are shall be substantially demolished, and upon the happening of such event, the rental herein provided shall proportionately abate.

32. NOTICES:

Wherever in this Lease it shall be required or permitted that notice or demand be given or served by either party to this Lease to or on the other, such notice or demand shall not be deemed to have been duly given or served unless in writing and either personally delivered or forwarded by certified mail, postage prepaid or by overnight delivery (ie: FedEx), addressed:

TO LANDLORD AT:

YOUNG ESTATES, LLC
ATTN: DONALD G. YOUNG, JR.
14414 NW 60th Ave
Alachua, FL 32615
DonnieY75@gmail.com

WITH A COPY TO:

CURTIS LAW FIRM, LLC
C/O RYAN C. CURTIS, ESQ.
175 NW 138TH TERRACE, SUITE 100
JONESVILLE, FL 32669
RCURTIS@CURTISLAWFIRM.NET

TO TENANT AT:

101 NW US HWY 73 FL LLC d/b/a 101 SMOKE SHOP
ATTN: NILAY PATEL
15634 NW US HIGHWAY 441 #2B ALACHUA, FL 32616

Such addresses may be changed from time to time by either party serving notices as above provided.

33. SUCCESSORS AND ASSIGNS:

All rights, obligations and liabilities herein given to or imposed upon the respective parties hereto shall extend to and bind the several and respective heirs, executors, administrators, trustees, receivers, successors, subtenants and assigns of said parties, subject to the provisions of Section 22; and if there shall be more than one Tenant, they shall all be bound jointly and severally by the terms, covenants, and agreements herein and the word "Tenant" shall be deemed and taken to mean each and every person or party mentioned as a Tenant herein, be the same one or more; and 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 by or to all thereof. No rights, however, shall inure to the benefit of any assignee of Tenant unless the assignment to such assignee has been approved by Landlord in writing as aforesaid.

34. QUIET ENJOYMENT:

Upon payment by Tenant of the rents herein provided, and upon the observance 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 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.

35. BROKERS:

Other than Coldwell Banker Commercial M.M. Parrish Realtors who will be compensated by the Landlord, Tenant represents and warrants that there are no claims for brokerage commissions or finder's fees in connection with the execution of this Lease and agrees to indemnify Landlord against and hold Landlord harmless from all liabilities arising from any such claim, including attorney's fees.

36. SCOPE AND INTERPRETATION OF THE AGREEMENT:

This Lease shall be considered to be the only agreement between the parties hereto pertaining to the Premises. All negotiations and oral agreements acceptable to both parties are included herein; and unless reduced to writing in this Lease, no oral representations will be held to be true or accurate. The laws of the State of Florida shall govern the validity, interpretation, performance and enforcement of this Lease.

37. EXCULPATION:

Tenant agrees that it shall look solely to the estate and property of the Landlord in the Premises for the collection of any judgment (or any other judicial process) requiring the payment of money by Landlord in the event of any default or breach by Landlord with respect to any of the terms, covenants and conditions of this Lease to be observed and performed by Landlord and no other property or estates of Landlord or any of its shareholders, principals, members, agents or employees shall be subject to levy, execution or other enforcement procedures for the satisfaction of Tenant's remedies.

38. CAPTIONS:

Any headings preceding the text of the several paragraphs and subparagraphs hereof are inserted solely for the convenience of reference and shall not constitute a part of this Lease, nor shall they affect its meaning, construction or effect.

39. TITLE AND FINANCING:

If Landlord can obtain refinancing only upon the basis of modifications of the terms of this Lease, other than modifying the rent reserved herein, the term or the amount of space to be demised, Landlord shall have the right to cancel this Lease if Tenant refuses to approve in writing any such modifications within thirty (30) days after Landlord's request therefor, which request may not be made after delivery of possession. If Landlord's right to cancel is exercised as herein provided, this Lease shall thereafter be null and void and any money or security deposited hereunder shall be returned to Tenant and neither party shall have any liability to the other under this Indenture of Lease.

40. JOINT OBLIGATION:

If there is more than one tenant to this Lease Agreement, the obligations hereunder imposed shall be joint and several.

41. TIME IS OF THE ESSENCE:

Time is of the essence in the performance of each provision of this Lease Agreement.

42. CHOICE OF LAW AND VENUE:

This Lease Agreement shall be construed in accordance with the laws of the State of Florida, as may be amended from time to time. Venue shall be the appropriate court of law in Alachua County, Florida.

43. RADON GAS:

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

44. LANDLORD'S ACCEPTANCE:

The submission of the Lease to Tenant by Landlord is done solely for Tenant's consideration and shall not be deemed acceptance of the lease terms by Landlord. Upon signing of the Lease by Tenant and submission to Landlord, this Lease shall be considered an offer only and shall have no binding effect, nor shall Landlord's depositing of Tenant's security deposit be considered acceptance of this Lease. Only upon full agreement by both parties of all terms, proper execution of this Lease by Tenant and Landlord, along with Tenant's security deposit clearing the bank and the return to Tenant of an executed original Lease, shall this Lease be considered binding.

45. SUPPLEMENTAL CODE COMPLIANCE PROVISION:

Notwithstanding anything contained in this Lease to the contrary, Landlord shall not be obligated to comply with any codes or other legal requirements currently in effect or hereafter promulgated by the governing authorities if Landlord would not otherwise be required to comply as a result of the existence of the Premises prior to the effective date of such code or legal requirement (i.e. "grandfathered"). Furthermore, Landlord may withhold its consent to, or prohibit Tenant from making any alterations if such alterations would cause Landlord to lose such "grandfathered" exemption from code or other legal requirements or, if the loss of such exemption would cause Landlord to incur costs in excess of \$500.00.

46. ENVIRONMENTAL:

Tenant shall not cause or permit any Hazardous Substance to be used, stored, generated, or disposed of on, in or about the Premises except in accordance with applicable Legal Requirements without obtaining Landlord's prior written consent, which consent may be withheld in Landlord's sole discretion. For the purposes of definition, Hazardous Substances includes, without limitation, any toxic or hazardous molds, wastes, pollutants or substances, including, without limitation, asbestos, PBC's, petroleum products and by-products, substances defined or listed as "hazardous substances" or "toxic substances" or similarly identified in or pursuant to the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as may be amended from time to time, 42 U.S.C. Section 9061 et.seq., or as identified in or pursuant to the Hazardous Materials Transportation Act 49 U.S.C. Section 1802 et. Seq., as may be amended from time to time. If any Hazardous Substance is used, stored, generated, or disposed of on, in or about the Premises except as permitted above, or if the Premises or the Shopping Center become contaminated in any manner as a result of any breach of the foregoing covenant or any act or omission of Tenant or any of its agents or employees acting within the scope of their employment, Tenant shall indemnify and hold harmless Landlord, its officers, directors, shareholders, and employees from any and all claims, demands, actions, damages fines, judgments, penalties, costs (including attorneys', consultants', and experts' fees), liabilities, losses (including without limitation, any decrease in value of the Store or Tenant's business operations therein, damages due to loss or restriction of rentable or usable space, or any damages due to adverse impact on marketing of the space in the Shopping Center or the Store), and expenses arising during or after the term of this Lease and arising as a result of such contamination. This indemnification includes, without limitation, any and all costs incurred due to any investigation of the site or any cleanup, removal, or restoration mandated by a federal, state, or local agency or political subdivision. Without limitation, of the foregoing, if Tenant causes the

presence of any Hazardous Substance on, in or about the Premises except in accordance with applicable Legal Requirements or with Landlord's consent that results in contamination, Tenant, at its sole expense, shall promptly take any and all necessary actions to return the Premises or the Common Area, as the case may be, to the same condition that existed prior to the presence of any such Hazardous Substance on, in or about the Premises. Tenant shall first obtain Landlord's approval for any such remedial action, which approval shall not unreasonably be withheld or delayed. Tenant shall provide to Landlord copies of any notices, letters, or requests for information concerning Hazardous Substance in connection with the Premises which Tenant receives from any governmental unit or agency overseeing environmental matters.

47. ESTOPPEL CERTIFICATES:

Tenant agrees, at any time and from time to time as requested by Landlord, to execute and deliver to Landlord within 10 business days of such request by Landlord a statement (commonly referred to as an Estoppel Certificate) certifying that this Lease is unmodified and in full force and effect (or if there have been modifications, that the same are in full force and effect as modified and stating the modifications). Tenant also shall include in any and such statements such other information concerning this Lease as Landlord, its mortgagee(s) or purchaser may request. In the event Tenant fails to comply with this Section, such failure shall constitute a material breach of the Lease, and Landlord may execute said document on Tenant's behalf.

48. ENTIRE AGREEMENT:

This Lease constitutes the entire understanding between the parties and shall bind the parties, their successors and assigns. No representations, except as herein expressly set forth, have been made by either party to the other, and this Lease cannot be amended or modified except in writing, signed by Landlord and Tenant.

49. CONFIDENTIALITY:

Tenant shall keep the content and all copies of this Lease, related documents or amendments now or hereafter entered, and all proposals, materials, information) and matters relating thereto strictly confidential, and shall not disclose, disseminate or distribute any of the same, or permit the same to occur, except to the extent reasonably required for proper business purposes by Tenant's employees, attorneys, insurers, auditors, lenders and transferees (and Tenant shall obligate any such parties to whom disclosure is permitted to honor the confidentiality provisions hereof), and except as may be required by Law or court proceedings.

50. FINANCIAL STATEMENTS:

Prior to the Commencement Date, and thereafter throughout the term of this Lease, Tenant and Guarantor shall provide Landlord, within ten (10) days of Landlord's request therefor, the most current and complete financial statement, and personal and business tax returns of Tenant and Guarantor(s), including, but not limited to, its balance sheet and profit and loss statement, certified by an officer of Tenant.

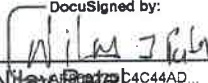
51. CAPACITY TO EXECUTE LEASE:

If Tenant is other than a natural person, Tenant represents that it is legally constituted, in good standing and authorized to conduct business in the State of Florida. Tenant further represents that the person who is executing this Lease on its behalf has the full power and authority to perform such execution and deliver the Lease to Landlord. Upon full execution of this Lease and delivery thereof by Landlord to Tenant, the Lease shall be valid and binding upon both parties in accordance with its respective terms and conditions. To further evidence the foregoing, upon request by Landlord, Tenant shall deliver to Landlord an appropriate corporate or partnership resolution specifying that the signatory to the Lease has been duly authorized to execute same on behalf of Tenant, and a Certificate of Good Standing from the State of Florida if Tenant is anything other than a natural person or a general partnership.

IN WITNESS WHEREOF, Tenant has hereunto set its hand and seal on this ____ day of JANUARY 2024.

TENANT

101 NW US HWY 73 FL LLC, d/b/a 101 SMOKE SHOP

DocuSigned by:
By: 
Nilay Patel
Its: Managing Member

LANDLORD

YOUNG ESTATES, LLC, a Florida limited liability company

By: 
Donald Young
Its: Managing Member

Rider #1

ADDENDUM TO LEASE

1. NOISE AND ODORS: Tenant, at Tenant's sole cost and expense, shall install any noise and/or odor blocking devices as reasonably deemed necessary by Landlord to ensure that noise and/or odors do not permeate throughout any common areas of the Shopping Center or other tenants' premises.

2. GREASE TRAP AND DUMPSTER: *[IF APPLICABLE]* Tenant has been granted approval to tie in to a grease trap which has been installed by Landlord to serve the Premises. Tenant shall be responsible for the maintenance of all grease lines and the grease trap (including pumping out the grease trap on a regular basis) at its sole cost and expense. In the event that Landlord shall permit any additional tenant to tie-in to this grease trap, all maintenance costs of the grease trap shall then be prorated between such users on the basis of square footage. Tenant agrees that it will keep the dumpster enclosure free of rubbish, rodents and food products which could cause an unsanitary condition.

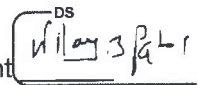
3. GREASE TRAP IN HOOD VENTILATION SYSTEM: *[IF APPLICABLE]* Tenant shall, at Tenant's sole cost and expense, install a grease trap in the hood ventilation system. Tenant shall, at its sole cost and expense maintain and clean such grease trap on a regular basis to prevent grease materials caused by Tenant's preparation of food products from being deposited on the roof.

Initial:

Landlord



Tenant



Rider #2

OPTION TO RENEW

Landlord hereby grants unto Tenant the option and privilege to extend this Lease for THREE (3) term(s) of FIVE (5) years, at the following rental rates:

RENT FOR EACH ADDITIONAL TERM SHALL INCREASE ANNUALLY BY 3.5%

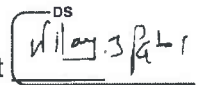
provided, however, that written notice of the exercise of option shall be given by Tenant to Landlord at least six (6) months before the expiration of the initial term, and as to the exercise of any subsequent options, at least six (6) months before the expiration of the preceding renewal term. Time is of the essence as to all such notices of exercise of any options to renew. The option can be exercised only in the event that all rents then due shall have been fully paid and all covenants, agreements, provisions, terms and conditions of this Lease on the part of Tenant to be performed, kept and observed, have been performed, kept and observed, and Tenant is not otherwise in default in any of the terms of this Lease at the time Tenant elects to exercise this option, or at the commencement of the respective extended renewal term.

Initial:

Landlord



Tenant



Rider #3

PERSONAL LEASE GUARANTY

This Guaranty is made and entered into by **NILAY PATEL** (hereinafter referred to as "Guarantor") and who acknowledges a financial and/or ownership interest in Tenant and/or will benefit from the execution of the below-described Lease, and understands and acknowledges that Landlord will not execute the Lease without the execution of this Guaranty by the Guarantor.

For value received and in consideration for and as an inducement to Landlord to lease premises referred to in that certain lease agreement ("the "Lease") by and between YOUNG ESTATES, LLC ("Landlord") and 101 SMOKE SHOP, LLC ("Tenant") dated JANUARY ____, 2024 to which this Guaranty is attached, Guarantor does hereby unconditionally guarantee to Landlord the punctual payment of the Rent (as defined in the Lease) due under the Lease during the entire Lease Term as the same may be renewed or extended, including accelerated Rent, and the due performance of all the other terms, covenants and conditions contained in said Lease on the part of Tenant to be paid and/or to be performed thereunder (the "Obligations"). This Guaranty shall be an absolute and unconditional guaranty of payment and of performance and not a guaranty of collection. Guarantor shall also pay any and all damages, expenses and attorney's fees that may be suffered or incurred by Landlord in consequence of nonpayment or nonperformance of this Guaranty, including litigation in all Trial, Appellate and Bankruptcy Courts.

This Guaranty is an absolute and unconditional guaranty. Guarantor agrees that Landlord, in the event of a default of Tenant, shall not be required to assert any claim or cause of action against Tenant before asserting any claim or cause of action against Guarantor under this Agreement. Furthermore, Guarantor agrees that Landlord shall not be required to pursue or foreclose on any collateral that it may receive from Tenant or others as security for any obligations of the Lease before making claim or asserting a cause of action against Guarantor under this Agreement.

If Guarantor is a corporation, Guarantor covenants and warrants to Landlord that the execution and delivery of this Guaranty has been duly authorized by the Board of Directors of Guarantor and the making of the Guaranty does not require any vote or consent of shareholders.

The failure of Landlord to perfect any portion of its security interest in any collateral received for the Lease shall not release Guarantor from its liabilities and obligations hereunder. Landlord, without authorization from or notice to Guarantor and without impairing, modifying, changing, releasing, limiting or affecting the liability of Guarantor hereunder, may from time to time at its discretion and with or without valuable consideration, alter, compromise, accelerate, renew, extend or change the time or manner for the payment of any or all of the obligations under the Lease, take and surrender security, exchange security by way of substitution, or in any way it deems necessary take, accept, withdraw, subordinate, alter, amend, modify or eliminate security, add or release or discharge endorsers, guarantors, or other obligors.

Guarantor expressly waives presentment for payment, demand, notice of demand and of dishonor and nonpayment of the debt, notice of intention to accelerate the maturity of the debt or any part thereof, notice of acceleration of the maturity of the debt, or any part thereof, notice of disposition of collateral, the defense of impairment of collateral, the right to a commercially reasonable sale of collateral, protest and notice of protest, diligence in collecting, and the bringing of suit against any other party. Guarantor waives all defenses given to sureties or guarantors at law or in equity other than the actual payment of the Obligations.

Without notice to Guarantor, without the consent of Guarantor, and without affecting, limiting or releasing Guarantor's liability hereunder, Landlord may (a) grant Tenant extensions of time for payment or performance of the Obligations or of any other obligations of the Lease or Landlord may delay in the enforcement of any Obligations against Tenant; (b) renew any of the Obligations or any other obligations of the Lease; (c) grant Tenant extensions of time for performance of agreements or other indulgences; (d) at any time release any or all of the collateral held by Landlord; (e) compromise, settle, release, or terminate any or all of the obligations, covenants, or agreements of Tenant under the Lease; and/or (f) modify, amend, terminate, assign or consent to the assignment of any of the Obligations or any other obligation, covenant or agreement of Tenant set forth in the Lease.

Guarantor agrees that in the event of any insolvency, bankruptcy, reorganization, assignment for benefit of creditors, receivership or other debtor-relief law, that same shall not serve as a Release or Discharge of the Obligations of Guarantor hereunder, and this Guaranty shall remain in full force and effect. Specifically, Guarantor agrees that Guarantor shall not be released from any obligation or liability hereunder as a result of the afore-described, and specifically agrees that in the event of a bankruptcy proceeding of the Tenant, that the Guarantor shall not be released nor discharged as a result of any assignment and assumption of the Lease, rejection of the Lease, approval or rejection of a plan of reorganization, or discharge of the Tenant in bankruptcy. Guarantor agrees that in the event of a Bankruptcy, Guarantor shall not be entitled to, nor seek any stay of proceedings which may be in effect as to the Tenant. It is the intention of the Landlord and Guarantor that the Guarantor's obligations hereunder shall not be discharged or limited in any way under any of the aforescribed circumstances, or otherwise as a result of any release or discharge of the liability of the Tenant from a debtor-relief proceeding.

In the event that any provision is deemed to be invalid by reason of the operation of any law or by reason of the interpretation placed thereon by any court, this Guaranty shall be construed as not containing such provisions and the invalidity of such provisions shall not affect other provisions hereof which are otherwise lawful and valid and shall remain in full force and effect.

Guarantor and Tenant do hereby agree and acknowledge that the terms, provisions, and conditions of this Guaranty shall be controlled and construed according to the laws of Florida and the proper venue shall lay only in Alachua County, Florida. Guarantor does hereby knowingly, voluntarily, intentionally and unconditionally waive the right to Trial by Jury in any litigation based upon, arising out of, or involving the enforcement of this Guaranty and/or the underlying Lease and to which the Guarantor is a party.

This Guaranty or any of the provisions thereof cannot be modified, waived or terminated, unless in writing, signed by Landlord. The provisions of this Guaranty shall be binding upon and inure to the benefit of the Guarantor and Landlord and their respective heirs, legal representatives, successors and assigns.

In witness whereof, Guarantor has executed or caused to be executed this Guaranty this day of January 2024.

Signed, sealed and delivered in:
the presence of:

DocuSigned by:

Gail S. Deleede

Print Name: Gail S. Deleede

My Commission Expires: 03/25/2025



Guarantor

DocuSigned by:

Nilay Patel

NILAY PATEL

EXHIBIT "A"

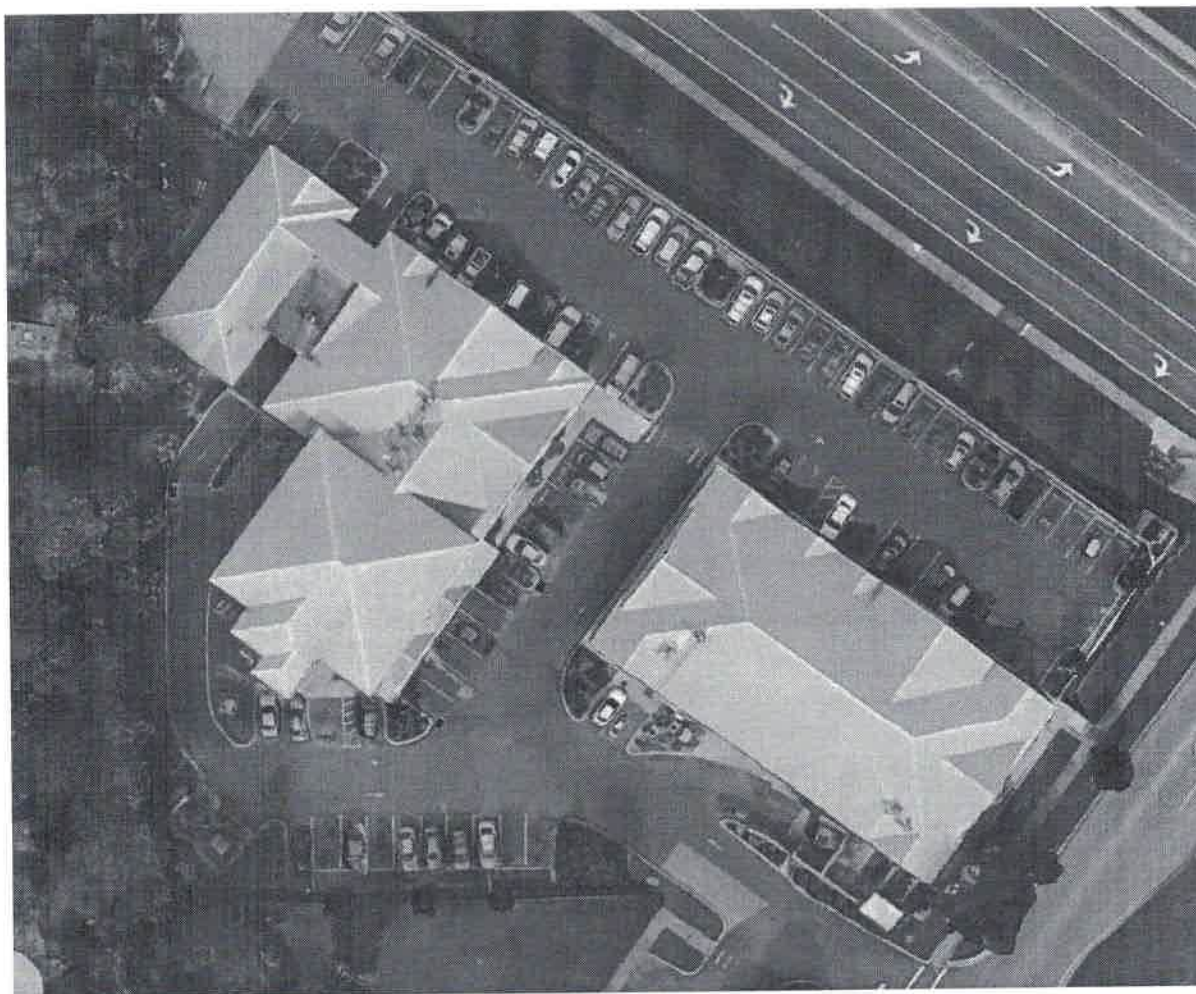


EXHIBIT "B"

RULES AND REGULATIONS

(a) All loading and unloading of goods shall be done only at such times, in the areas, and through the entrances designated for such purposes by Landlord,

(b) The delivery or shipping of merchandise, supplies and fixtures to and from the Premises shall be subject to such rules and regulations as in the judgment of Landlord are necessary for the proper operation of the Leased Premises or the Center.

(c) All garbage and refuse shall be kept in the kind of container specified by Landlord or duly constituted public authority, and shall be placed outside of the Leased Premises prepared for collection in the manner and at the times and places specified by Landlord. Tenant shall pay the cost of removal of any Tenant's refuse or rubbish and maintain all common loading areas and areas adjacent to garbage receptacles in a clean manner satisfactory to Landlord. Should Tenant fail to keep the area around its garbage receptacle in a clean manner as specified by Landlord, Landlord or its agents or subcontractors may clean such area and bill Tenant for the cost of cleaning plus twenty percent (20%) overhead, to be paid upon presentation of the bill.

(d) Tenant will not utilize any unethical method of business operation, nor shall any space in the Leased Premises be used for living quarters, whether temporary or permanent.

(e) Tenant shall have full responsibility for protecting the Leased Premises and the property located therein from theft and robbery, and shall keep all doors and windows securely fastened when not in use.

(f) No aerial shall be erected on the roof or exterior walls of the Leased Premises or on the grounds without, in each instance, the prior written consent of Landlord which consent may be denied or qualified in the sole unfettered discretion of Landlord. Any aerial so installed without such written consent shall be subject to removal without notice at any time without liability to Landlord, and the expenses involved in said removal shall be charged to and paid by Tenant upon demand.

(g) No loudspeakers, televisions, phonographs, radios or other devices shall be used in a manner so as to be heard or seen outside of the Leased Premises without the prior written consent of Landlord which consent may be denied or qualified in the sole unfettered discretion of Landlord.

(h) Tenant shall maintain the inside of the leased Premises at a temperature sufficiently high to prevent freezing of water in pipes and fixtures inside the Premises.

(i) The plumbing facilities shall not be used for any other purpose than that for which they are constructed, and no foreign substance of any kind shall be deposited therein, and the expense of any breakage, stoppage or damage resulting from a violation of this provision shall be borne by Tenant.

(j) Tenant shall not burn any trash or garbage of any kind in or about the Leased Premises, the Center, or within one mile of the outside property lines of the Center.

(k) Except as permitted pursuant to plans approved by Landlord, Tenant shall not cause or permit any unusual or objectionable odors to be produced upon or permeated from the Leased Premises, nor shall Tenant vent any cooking fumes or odors into the interior of the building.

(l) Tenant shall not permit (unless Tenant is planning on going out of business), allow or cause any public or private auction, "going-out-of-business", bankruptcy, distress, fire or liquidation sale in the Leased Premises. It is the intent of the preceding sentence to prevent the Tenant from conducting its business in any manner that would give the public the impression that it is about to cease its operation, and Landlord shall be the sole judge as to what shall constitute a "distressed" sale.

(m) Except for Tenant's use of the Outdoor Patio, the sidewalk, entrances, passages, quarters and halls shall not be obstructed or encumbered by a Tenant or used for any purpose other than ingress or egress to and from the Leased Premises.

(n) No sales tables, merchandise displays, signs, vending machines, pay phones or other articles shall be put in front of or affixed to any part of the exterior building, nor placed in the halls, common passageways, corridors, vestibules or parking areas without the prior written consent of Landlord which consent shall not be unreasonably withheld, delayed or conditioned.

(o) Tenant shall not erect or maintain any barricades or scaffolding which may obscure the signs, entrances or show windows of any other Tenant in the Center, or tend to interfere with any such other tenant's business.

(p) Tenant shall not create or maintain nor allow others to create or maintain, any nuisances, including without limiting the foregoing general language, loud noises, sound effects, bright lights, changing, flashing, flickering or lighting devices or similar devices, smoke or dust, the effect of which will be visible from the exterior of the Leased Premises.

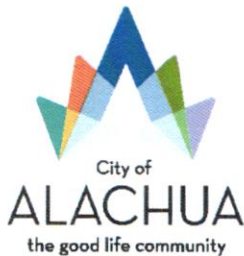
(q) Landlord reserves the right to waive any rule in any particular instance, or as to any particular person or occurrence, and further, Landlord reserves the right to amend and rescind new rules to the extent Landlord, in its sole judgment deems suitable for the safety, care and cleanliness of the Center and the conduct of high standards of merchandising and services therein. Tenant agrees to conform to such new or amended rules upon receiving written notice of the same. This provision will only be in effect prior to renewal or if Tenant agrees to any changes in rules. Tenant shall not unreasonably disagree with any changes in rules.

(r) Landlord may from time to time impose parking requirements, including the designation of specific areas in which vehicles owned by Tenant, its officers, employees and agents must be parked. Landlord may impose time limits on certain parking spaces. If Landlord shall designate such parking areas, and if any vehicle of Tenant or permitted concessionaire, officer, employee or agent of Tenant is parked in any other portion of the Center, Tenant shall pay to Landlord upon demand the sum of one hundred and 00/100 Dollars (\$100.00) for each such vehicle for each day, or part thereof, such vehicle is so parked, and Tenant hereby authorizes Landlord to tow or cause any such vehicle to be towed from the Center, and agrees to reimburse Landlord for the cost thereof upon demand, and to otherwise indemnify and hold Landlord harmless with respect thereto.

(s) No forklift, tow truck, or other powered freight handling machines may be used in the building except in such a manner and in those areas of the building as approved by the Landlord in writing.

(t) No animals of any kind may be kept on the Leased Premises by Tenant or its employees except as specifically approved by the Landlord in writing.

(u) Tenant shall use, at Tenant's cost, such pest extermination contractors as Landlord may direct and at such time intervals as Landlord may require if and only if a pest problem is created by Tenant.



Application for Certificate of Land Development Regulations (LDR) Compliance and Local Business Tax Receipt (LBTR)

FOR OFFICE USE ONLY

- ☐ Approved
☐ Denied
☐ Approved with conditions
as stated below

Planner Signature: _____

Please be sure to read and complete this application in full. Incomplete submittals will not be accepted.

A. ☒ NEW ☐ RENEWAL ☐ TRANSFER

B. PROCESS

1. Prior to occupying the space, meet with the City of Alachua Planning & Community Development Department to verify that use is permitted at the location.
2. Submit this Application for Certificate of LDR Compliance & Local Business Tax Receipt with all required attachments identified in Section E.

C. BUSINESS INFORMATION

Check all that apply:

- ☐ Name Change ☐ Ownership Change ☒ New
☐ Location Change ☐ Mailing Address Change
☐ Home Occupation (must also submit Home Occupation Addendum to Local Business Tax Receipt Application)

1. Business Name (~~XXXXXX~~): 101 NW US Hwy 73 FL LLC

If the business is exempt from filing a Fictitious Name Registration pursuant to Section 865.09, Florida Statutes, check the applicable box below:

- ☐ Business name indicates my full legal name
☒ Business name is an active corporation, LLC, LLP, Partnership or registered trademark
☐ Attorney; Regulated by the Department of Business & Professional Regulation;
☐ Regulated by the Department of Health

2. Description of Business Activity to Occur at this Location: _____

Retail Tobacco and Smoke Shop

3. Business Physical Address: 15634 NW US Hwy 441, Unit 2B, Alachua, FL 32616

4. Business Mailing Address: P.O. Box 8532, Columbus, GA 319085. Business Phone: () TBD Email: gail.d@usa101holding.com6. Local Contact Person: temporarily Gail deLeede (Exec Admin)7. Local Contact Address: 15634 NW US Hwy 441, Unit 2B, Alachua, FL 326168. Local Contact Phone: () 678-481-9955 Email: gail.d@usa101holdin.com9. FEI# or SSN: 99-1090548

NOTE: Social Security numbers are solely for compliance with Florida Statute 205.0535: "A (Local Business Tax) receipt may not be issued unless the federal employer identification number or social security number is obtained from the person to be taxed."

10. FL Sales Tax #: applied for11. Existing/Previous Use of Property: Retail12. Proposed Use of Property: Tobacco and Smoke Shop13. Number of Striped Parking Spaces on Site: numerous (shopping center)14. Square Footage of Building Occupied by Business: approx 1,20015. Number of Employees: none at present - approx 3 in future

16. If your business is one of the following business types please provide the applicable information:

Business Type		Quantity
Retail/Merchant	Inventory Value	<u>250,000</u>
Law Firm	Attorneys	
Beauty Parlor/Salon	Chairs	
Gasoline Station	Pumps	
Hotel	Rooms	
Insurance Company	Agents	

Business Type		Quantity
Restaurant	Seats	
Apartments	Dwellings	
Manufacturing	Employees	
Parking Lot	Square Feet	
Vending Machine	# of Machines	
Barber Shop	Chairs	

D. PROPERTY OWNER INFORMATION1. Name: Hepin Patel2. Mailing Address: P.O. Box 8532, Columbus, GA 319083. Phone: () 706-294-7711 Email: hepin@usa101holding.com**E. ATTACHMENTS**

1. Authorization from the Property Owner to occupy space (letter or copy of signed lease).
2. Copy of Fictitious Name Certification or other business articles from State of Florida Division of Corporations.
3. Copy of any applicable state licenses, certificates or registrations.
4. If a General Contractor - current Liability Insurance and Workers Compensation or Exemption from Workers Compensation.
5. Completed After Hours Business Emergency Contacts Form.
6. Certificate of LDR Compliance review fee (\$25.00) - payable by check, cash, or debit/credit card (processing fee applies).

All attachments are required for a complete submittal. If the submittal is determined to be incomplete, the registration form and fee will be returned to the applicant.

I/We certify and acknowledge that:

1. Prior to receiving a certificate of occupancy I /We must comply with the current Florida Building Code and must obtain any necessary permits.
2. I/We must comply with the requirements of the Alachua County Fire Marshall.
3. I/We must meet parking standards and any use specific standards for the zoning district.
4. Falsifying information on this Application for Certificate of LDR Compliance & LBTR may result in the Certificate of LDR Compliance and/or LBTR being revoked.

I/We certify and acknowledge that the information contained herein is true and correct to the best of my/our knowledge.

DocuSigned by:

Hepin Patel

Signature of Applicant

Hepin Patel

Typed or printed name of applicant

LLC Member and CEO

Applicant's Title (if applicable)

STATE OF GEORGIA

COUNTY OF COBB

DocuSigned by:

Scott O'Hara

Signature of Co-applicant

Scott O'Hara

Typed or printed name of co-applicant

COO

Co-applicant's Title (if applicable)

This affidavit is acknowledged before me by means or physical appearance or X online notarization on this 25 day of March, 2024 by Hepin Patel and Scott O'Hara who is/are personally known to me, or who has/have produced xxxxxxx N/A - personally known by me as identification.

DocuSigned by:

Gail S. deLeede

Signature of Notary Public

(Seal)



Office Use Only:

Review Date: _____

LBTR Attachment Numbers Required: _____

LBTR Attachment Numbers Not Required and Reason Not Required: _____

FLUM: _____

Zoning District: _____

Tax Parcel Number: _____

Use Type: _____

Parking Standard for Use Type: _____

Number of Parking Spaces Required: _____

Number of Parking Spaces Provided: _____

Use Specific Standards Applicable: ☐ Yes ☐ No

If yes, LDR Section Number: _____

Accessory Use Standards Applicable: ☐ Yes ☐ No

If yes, LDR Section Number: _____

Home Occupation: ☐ Yes ☐ No

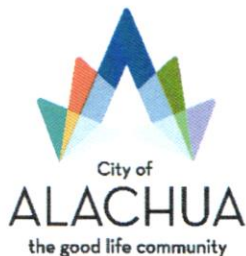
If yes, has "Home Occupation Addendum" to been submitted? ☐ Yes ☐ No

Alcoholic Beverage License Required: ☐ Yes ☐ No

Change of Use Permit Required: ☐ Yes ☐ No

Comments/Conditions of Approval: _____

Sign and fill in the box located at the top right corner of page one (1).



After Hours Business Emergency Contacts

This information will be provided to Alachua Police Department in case of there is a need to contact a business after its normal business hours.

1. Business or Company Name: 101 NW US Hwy 73 FL LLC / 101 Smoke Shop
2. Business or Company Phone: TBD
3. Business or Company Physical Address: 15634 NW US Hwy 441, Unit 2B, Alachua, FL 32616
4. Business or Company Email: TBD
5. Website: TBD
6. Contact Person #1: (temporarily) Gail deLeede
 Relationship to Business/Title: Paralegal / Exec Admin
 Phone: Home: N/A Cell: 678-481-9955
7. Contact Person #2: Hepin
 Relationship to Business/Title: LLC Member and CEO
 Phone: Home: N/A Cell: 706-294-7711
8. Contact Person #3: Scott O'Hara
 Relationship to Business/Title: COO
 Phone: Home: N/A Cell: 614-832-4313

GEORGIA
DRIVER'S LICENSE

LIMITED-TERM
DRIVER'S LICENSE



Governor: *R. Hall*

Commissioner *Spencer R. Moore*



4d DL NO. 058372945 3 DOB 11/06/1991
9 CLASS C 4b EXP 05/23/2024
2 HEPIN B
1 PATEL

8 8066 SILVERADO DR
COLUMBUS, GA 31909-6030
MUSCOGEE

12 REST A
9a END NONE
4a ISS 06/14/2022
15 SEX M 18 EYES BRO
16 HGT 5'-05" 17 WGT 145 lb

5 DD 493641167830020000

01/02/2019

www.dds.georgia.gov



MEDICAL INFORMATION: NONE

CLASS: C-≤ 26,000 lbs. GVWR and Trailer ≤ 10,000 lbs. All recreational vehicles included

ENDORSEMENTS: NONE

RESTRICTIONS: A-None

DOB: 11/06/1991



10006302685

**Electronic Articles of Organization
For
Florida Limited Liability Company**

L24000061048
FILED 8:00 AM
February 02, 2024
Sec. Of State
cgolden

Article I

The name of the Limited Liability Company is:

101 NW US HWY 73 FL LLC

Article II

The street address of the principal office of the Limited Liability Company is:

15634 NW US HWY 441
UNIT 2B
ALACHUA, FL. 32616

The mailing address of the Limited Liability Company is:

PO BOX 8532
COLUMBUS, GA. 31908

Article III

The name and Florida street address of the registered agent is:

NILAY PATEL
2224 UPLAND WAY
TALLAHASSEE, FL. 32311

Having been named as registered agent and to accept service of process for the above stated limited liability company at the place designated in this certificate, I hereby accept the appointment as registered agent and agree to act in this capacity. I further agree to comply with the provisions of all statutes relating to the proper and complete performance of my duties, and I am familiar with and accept the obligations of my position as registered agent.

Registered Agent Signature: NILAY PATEL

Article IV

The name and address of person(s) authorized to manage LLC:

Title: MGR
NILAY PATEL
2224 UPLAND WAY
TALLAHASSEE, FL. 32311

Title: MGR
HEPIN PATEL
8066 SILVERADO DR
COLUMBUS, GA. 31909

L24000061048
FILED 8:00 AM
February 02, 2024
Sec. Of State
cgolden

Article V

The effective date for this Limited Liability Company shall be:

02/01/2024

Signature of member or an authorized representative

Electronic Signature: NILAY PATEL

I am the member or authorized representative submitting these Articles of Organization and affirm that the facts stated herein are true. I am aware that false information submitted in a document to the Department of State constitutes a third degree felony as provided for in s.817.155, F.S. I understand the requirement to file an annual report between January 1st and May 1st in the calendar year following formation of the LLC and every year thereafter to maintain "active" status.

Date of this notice: 02-01-2024

Employer Identification Number:
99-1090548

Form: SS-4

Number of this notice: CP 575 B

101 NW US HWY 73 FL LLC
101 SMOKE SHOP
% HEPIN PATEL MBR
PO BOX 8532
COLUMBUS, GA 31908

For assistance you may call us at:
1-800-829-4933

IF YOU WRITE, ATTACH THE
STUB AT THE END OF THIS NOTICE.

WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER

Thank you for applying for an Employer Identification Number (EIN). We assigned you EIN 99-1090548. This EIN will identify you, your business accounts, tax returns, and documents, even if you have no employees. Please keep this notice in your permanent records.

Taxpayers request an EIN for their business. Some taxpayers receive CP575 notices when another person has stolen their identity and are opening a business using their information. If you did **not** apply for this EIN, please contact us at the phone number or address listed on the top of this notice.

When filing tax documents, making payments, or replying to any related correspondence, it is very important that you use your EIN and complete name and address exactly as shown above. Any variation may cause a delay in processing, result in incorrect information in your account, or even cause you to be assigned more than one EIN. If the information is not correct as shown above, please make the correction using the attached tear-off stub and return it to us.

Based on the information received from you or your representative, you must file the following forms by the dates shown.

Form 1065

03/15/2025

If you have questions about the forms or the due dates shown, you can call us at the phone number or write to us at the address shown at the top of this notice. If you need help in determining your annual accounting period (tax year), see Publication 538, *Accounting Periods and Methods*.

We assigned you a tax classification (corporation, partnership, estate, trust, EPMF, etc.) based on information obtained from you or your representative. It is not a legal determination of your tax classification, and is not binding on the IRS. If you want a legal determination of your tax classification, you may request a private letter ruling from the IRS under the guidelines in Revenue Procedure 2020-1, 2020-1 I.R.B. 1 (or superseding Revenue Procedure for the year at issue). Note: Certain tax classification elections can be requested by filing Form 8832, *Entity Classification Election*. See Form 8832 and its instructions for additional information.

A limited liability company (LLC) may file Form 8832, *Entity Classification Election*, and elect to be classified as an association taxable as a corporation. If the LLC is eligible to be treated as a corporation that meets certain tests and it will be electing S corporation status, it must timely file Form 2553, *Election by a Small Business Corporation*. The LLC will be treated as a corporation as of the effective date of the S corporation election and does not need to file Form 8832.

ALACHUA TOWN CENTER LEASE

THIS LEASE made and effective this ____ day of January 2024 by and between **YOUNG ESTATES, LLC**, a Florida limited liability company, hereinafter referred to as "Landlord" and **101 SMOKE SHOP, LLC**, a Florida limited liability company, hereinafter referred to as "Tenant".

Introductory Provisions

Certain fundamental lease provisions are presented here solely to facilitate convenient reference by parties hereto:

- a) Tenant's Trade Name: 101 SMOKE SHOP
- b) Main Term: Sixty-Four (64) Months
- c) Tenant Space Number: Unit 2B of ALACHUA TOWN CENTER Shopping Center
SEE EXHIBIT "A"
- d) Est. GLA in premises: 1,200 +/- Square Feet
- e) First Years Base Rent: \$24,900.00 plus sales tax
\$2,075.00 Per Month plus sales tax
- f) Delivery of Possession: FEBRUARY 1, 2024
- g) Rent Commencement Date: JUNE 1, 2024
- h) CAM Commencement Date: Same as Rent Commencement Date
- i) Security Deposit: \$8,665.50 (includes first & last month's rent)
- j) Other Sums Payable: Est. Florida Sales Tax \$1,962.00 (Estimated first year)
Est. Annual Common Area Maintenance \$7,800.00 (\$650.00
per month) (includes property taxes and insurance)
(Sales tax will be payable as required by the State of Florida on all additional rent such as C.A.M., Real Estate Tax reimbursement, Insurance, and all other charges so set forth in this lease.)
- k) Use Summary: Principal Business: 101 SMOKE SHOP
- l) Total Monthly Rent: \$2,888.50 (subject to change as set forth herein)

1. PREMISES:

Landlord leases to Tenant and Tenant leases from Landlord those certain premises in the Shopping Center having a gross leasable area of approximately +/- 1,200 square feet as depicted on the site plan attached hereto as Exhibit "A" (hereinafter referred to as "Shopping Center") located at 15634 NW US Highway 441, #2B, Alachua, FL 32616 (the "Premises" or "Premises").

The boundaries and location of the Premises are cross-hatched on a diagram of the Shopping Center depicted on the site plan attached hereto as Exhibit "A". Exhibit "A" sets forth the general layout of the Shopping Center and shall not be deemed to be a warranty, representation or agreement on the part of Landlord that said Shopping Center will be exactly as indicated on said diagram. Landlord may increase, reduce, or change the number, dimensions, or locations of the walks, buildings, and parking areas as Landlord shall deem proper. Landlord reserves the right to make alterations or additions to, and to build additional stores on, the land in which the Premises are located, and to add buildings adjoining same or elsewhere in the Shopping Center. Landlord further reserves the right to acquire additional land within which to expand the Shopping Center.

The use and occupation by Tenant of the Premises shall include the right to the non-exclusive use, in common with others, of all automobile parking areas, driveways, truck and service courts, walks, and other facilities designated for common use, as have been installed by Landlord, and of any other facilities as may be provided or designated from time to time by Landlord for common use, subject, however, 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 Landlord.

2. LENGTH OF TERM:

The initial term of this Lease shall be for approximately SIXTY-FOUR (64) MONTHS (hereinafter the "Term or "Lease Term") commencing on the Commencement Date, as defined in Section 3 below unless sooner terminated or extended as hereinafter provided.

3. COMMENCEMENT OF TERM AND POSSESSION:

A. The Term of this Lease shall commence FEBRUARY 1, 2024 (hereinafter the "Commencement Date"). The initial Term shall expire sixty-four (64) months from the Commencement Date (hereinafter the "Expiration Date"). The Delivery Date shall be FEBRUARY 1, 2024. The Rent Commencement Date shall be FEBRUARY 1, 2024.

B. By occupying the Premises as a Tenant, or by installing fixtures, facilities, or equipment or performing finishing work and Tenant Improvements, Tenant shall be deemed to have accepted the Premises "AS IS" and to have acknowledged that the Premises are in the condition required by this Lease. Landlord agrees to deliver all grease collection (if any), electrical, plumbing, and HVAC system(s) in good working order.

C. Tenant shall keep the Premises and the improvements thereon at all times during the term hereof free of Mechanic's and Materialmen's Liens and other liens of like nature and at all times shall fully protect and hold Landlord harmless against all such liens or claims and against all attorney's fees and other costs and expenses arising out of or as a result of any such lien or claim. Tenant shall not subject any interest of Landlord to Mechanic's or Materialmen's Liens for Tenant Improvements or subsequent alterations made by Tenant and Tenant shall notify any contractor, subcontractor or supplier making any such improvements or supplying goods and materials to the premises that no lien may attach to the Landlord's interest in the Premises. A copy of such notice shall be sent to Landlord. In the event a lien is filed against Landlord's interest in the Premises, Tenant shall discharge it promptly by payment or bonding off of such lien within 15 days following the recording thereof. Notwithstanding, if any such lien is recorded and not discharged by Tenant as required herein within 15 days following the recording thereof, then Landlord, at its option, may

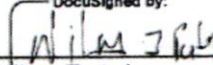
51. CAPACITY TO EXECUTE LEASE:

If Tenant is other than a natural person, Tenant represents that it is legally constituted, in good standing and authorized to conduct business in the State of Florida. Tenant further represents that the person who is executing this Lease on its behalf has the full power and authority to perform such execution and deliver the Lease to Landlord. Upon full execution of this Lease and delivery thereof by Landlord to Tenant, the Lease shall be valid and binding upon both parties in accordance with its respective terms and conditions. To further evidence the foregoing, upon request by Landlord, Tenant shall deliver to Landlord an appropriate corporate or partnership resolution specifying that the signatory to the Lease has been duly authorized to execute same on behalf of Tenant, and a Certificate of Good Standing from the State of Florida if Tenant is anything other than a natural person or a general partnership.

IN WITNESS WHEREOF, Tenant has hereunto set its hand and seal on this ____ day of JANUARY 2024.

TENANT

101 NW US HWY 73 FL LLC, d/b/a 101 SMOKE SHOP

By:  _____
Nilay Patel
Its: Managing Member

LANDLORD

YOUNG ESTATES, LLC, a Florida limited liability company

By:  _____
Donald Young
Its: Managing Member