

ITEM 4
MEMORANDUM

TO: Planning and Zoning Board

DATE: January 15, 2020

PUBLIC HEARING CASE #2021-01-002 - PURSUANT TO BELLE ISLE CODE SEC. 54-79 (F) (4), THE BOARD SHALL REVIEW AND TAKE ACTION ON A PROPOSED AMENDMENT TO A PREVIOUSLY APPROVED SITE PLAN, SUBMITTED BY APPLICANT LECHONERA SAJOMA, LOCATED AT 1919 MCCOY ROAD, BELLE ISLE FL 32809, ALSO KNOWN AS PARCEL # 30-23-30-0000-00-017.

Background:

1. On January 4, 2021, Juan Tejada submitted a request, application, and required paperwork.
2. A Notice of Public Hearing legal advertisement was placed in the Saturday, January 16, 2021, Orlando Sentinel.
3. Letters to the abutting property owners within 300 feet of the subject property were mailed on January 14, 2021.

The Board may adopt all, some, or none of these determinations as part of their findings-of-fact. The Board may also add any additional findings-of-fact that are presented at the public hearing. The Board will need to determine if the criteria set forth in Chapter 42, Article III, Section 42-64(1) of the Land Development Code have been met, and approve, approve with conditions, or deny this request.

SAMPLE MOTION TO APPROVE:

"I move, pursuant to Belle Isle Code SEC. **SEC. 54-79 (F) (4)** of the Belle Isle Land Development Code having been met **TO APPROVE THE REQUESTED VARIANCE ON A PROPOSED AMENDMENT TO A PREVIOUSLY APPROVED SITE PLAN, SUBMITTED BY APPLICANT LECHONERA SAJOMA, LOCATED AT 1919 MCCOY ROAD, BELLE ISLE FL 32809, ALSO KNOWN AS PARCEL # 30-23-30-0000-00-017.**

SAMPLE MOTION TO DENY:

"I move, the justifying criteria of the Belle Isle Land Development Code **having NOT been met; [use only if NONE of the justifying criteria have been met]** the requirements of **SEC. 54-79 (F) (4)** Subsections: [STATE ONLY THE SUBSECTIONS BELOW THAT ARE NOT SATISFIED] **having NOT been met; [may be used in addition to above or alone] TO DENY THE PROPOSED AMENDMENT TO A PREVIOUSLY APPROVED SITE PLAN, SUBMITTED BY APPLICANT LECHONERA SAJOMA, LOCATED AT 1919 MCCOY ROAD, BELLE ISLE FL 32809, ALSO KNOWN AS PARCEL # 30-23-30-0000-00-017**

SUBSECTION (D), a literal enforcement of the provisions of the zoning ordinances would result in unnecessary hardship and that said hardship is created by special conditions and circumstances peculiar to the land, structure or building involved, including but not limited to dimensions, topography or soil conditions.

SUBSECTION (E), personal hardship is not being considered as grounds for a variance since the variance will continue to affect the character of the neighborhood after title to the property has passed and that the special conditions and circumstances were not created in order to circumvent the Code or for the purpose of obtaining a variance.

SUBSECTION (F), the variance is the minimum variance that will make possible the reasonable use of the land, building or structure.

SUBSECTION (G), the granting of the variance will be in harmony with the general purpose and intent of the Code, will not be injurious to the neighborhood, will not be detrimental to the public welfare, and will not be contrary to the public interest.



April Fisher, AICP
PRESIDENT
407.494.8789
fisherpds@outlook.com

January 15, 2021

Site Plan Review: 1919 McCoy Road (revision to approved site plan)

Applicant Request: Remove a Condition from the approve site plan

Existing Zoning/Use: Retail Commercial District (C-1)/ Restaurant

Staff Application Review

The Board approved a site plan on June 25, 2019 for the current use of this property as a restaurant. The property is located within the jurisdiction of the City of Belle Isle with a zoning designation of Retail Commercial District (C-1).

Sec. 54-79 of the City Code identifies requirements for the C-1 zoning district. Restaurants are allowed as a permitted use. Site plan review and approval is required by the Planning and Zoning Board before a building permit may be issued (Sec. 54-79 (f)(4)). Any changes to the site plan or conditions of approval must be considered by the Planning and Zoning Board.

One of the conditions of approval by the Board was that there be no alcohol sales. The applicant is seeking to amend the site plan approval by removing this condition of approval. They would like to serve beer and wine at the restaurant and are seeking a 2COP License from the Division of Alcoholic Beverages and Tobacco (ABT). The 2COP license only allows for consumption on premises (or in sealed containers for package sales) for beer and wine for sale.

The applicant has provided supporting documentation in their application.

Staff Recommendations

The applicant has complied with all the other site plan approval conditions and there is nothing in the Belle Isle Code that prohibits beer and wine alcohol sales under a 2COP License on the property. Due to this, staff recommends approval of the removal of the alcohol sales restriction based on the applicant seeking an ABT 2COP license from the State of Florida.

Next Steps

The Board may approve the proposed site plan amendment application as it is, approve with specific conditions, continue the application if additional information is being requested for consideration, or deny the application.

A decision by the Board may be appealed by an aggrieved person to the City Council pursuant to Sec. 42-71.

#90220

City of Belle Isle

1600 Nela Avenue, Belle Isle, Florida 32809 * Tel 407-851-7730 * Fax 407-240-2222

APPLICATION FOR VARIANCE / SPECIAL EXCEPTION

DATE: 01-04-2021

P&Z CASE #: 2021-01-002

VARIANCE SPECIAL EXCEPTION OTHER

DATE OF HEARING: _____

APPLICANT: LECHONERA SAJOMA

OWNER: Duom Tejada

ADDRESS: 1919 MCCOY RD.

BELLE ISLE FL

PHONE: _____

PARCEL TAX ID #: 3023-30-0000-00-017

LAND USE CLASSIFICATION: C2 ZONING DISTRICT: 2

DETAILED VARIANCE REQUEST: Request to serve alcoholic beverages on premises (all) 2 cop ABT. Class.

SECTION OF CODE VARIANCE REQUESTED ON: _____

The applicant hereby states that the property for which this hearing is requested has not been the subject of a hearing before the Planning and Zoning Board of the kind and type requested in the application within a period of nine (9) months prior to the filing of the application. Further that the requested use does not violate any deed restriction of the property.

By submitting the application, I authorize City of Belle Isle employees and members of the P&Z Board to enter my property, during reasonable hours, to inspect the area of my property to which the application applies.

Applicant shall provide a minimum of ten (10) sets of three (3) photographs in support of this application as follows: at least one (1) photograph of the front of the property and at least two photographs (from different angles) of the specific area of the property to which the application applies.

APPLICANT'S SIGNATURE

OWNER'S SIGNATURE

FOR OFFICE USE ONLY:	FEE: \$150.00	1/7/2021 Date Paid	CK# 1538 Check/Cash	Hrp Rec'd By
Determination _____				
Appealed to City Council: <input type="checkbox"/> Yes <input type="checkbox"/> No				
Council Action: _____				

JANUARY 5 2021

From: Regui (Rick) M. Flohr
5558 -B Cinderlane Pkwy ORLANDO FL. 32808
reguiflohr@gmail.com 407-459-2172

Ref: Request for local Zoning Variance.
By **LECHONERA SAJOME**

To: City of Belle Isle
1600 Nela Ave.
Belle Isle Fl. 32809

Zoning Commission,
Attn: Ms. Yolanda Quiceno,

Dear Yolanda,

I have collected documents to be submitted to your office in preparation for the upcoming Public Hearing as mandated.

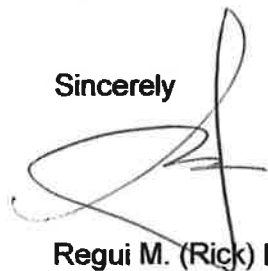
Enclosures are as followed:

1. \$ 150 filing fee plus \$ 56. parking allotment. (2 checks)
2. The completed application form.
3. 10 Copies of the property site plan.
4. Articles of incorporation
5. Comments to 'Variance Request'.

Please do not hesitate to e-mail or message me if you have a need for any additional information.

Thank You.

Sincerely



Regui M. (Rick) Flohr RD
Attorney AF

ORLANDO 01-04-2021

A Variance request for LECHONERA SAJOMA LLC File: 90220
1919 Mc. Coy Rd. Belle Isle FI 32809

To the Zoning Board of the City of Belle Isle

As an introduction to the P&Z board. LECHONERA SAJOMA applied to this board in 2018 to construct and operate a convenience food establishment, which got approved. During the application process the question if the company wishes to serve alcoholic beverages on the premises. The company responded that it wishes not to do so.

Shortly there after, patrons enjoying the food at LECHONERA SAJOMA requested an ice cold beer with their rather spicy food. Thus here we are, applying for an 'Application Supplement to serve alcoholic beverages on the premises.

As many of the documents needed for this zoning variance requested submitted during the LECHONERA SAJOME and have not changed since the documents submission.

Special conditions and/or Circumstances section 42-64 (1) d

Hardship as described that literal enforcement of the provisions of the zoning ordinances are not resulting in hardship as the conditions currently approved by Ms. April Fisher are embellishing the property at fact.

Not Self Created Section 42-46 (1) e.

LECHONERA SAJOMA has no intention to create a self inflicted hardship by any means.

Minimum Possible Variance Section 42-64 (1) f.

Service of 2COP meaning beer and wine due to limited interior space allocated for storage will be more than sufficient. A list of alternatives shall not to be considered.

Purpose an Intent Section 42-64 (1) g.

Experience from past and current situations similar the zoning variance approved will have a positive effect on the neighborhood. Residents and visitors alike increase consumption impacting revenue for the City of Belle Isle.

#90220

Please note: that all businesses operating within the City of Belle Isle must obtain a Business Tax License BEFORE opening.

If you open before your license is issued, you will be charged a penalty of 25% of the license amount. STATE LICENSE MUST BE OBTAINED PRIOR TO CONDUCTING BUSINESS (e.g. Restaurants, Food Service) The City of Belle Isle's Code of Ordinance can be found on our website at www.cityofbelleislefl.org or on municode.com.

PARCEL ID 30-23-30-000-000-017.	Open Date Already open	FEE SCHEDULE <input type="checkbox"/> \$25.00 Residential Properties; or <input checked="" type="checkbox"/> \$30.00 Commercial Properties (+\$1.00 parking over 10) \$56.=
Business Name Rechnera Sajoma LLC	Emergency Contact Name Juan Tejada	
Business Address 1919 McCoy Rd	Emergency Phone 407 271 4222	
Describe the nature of the business Ethnic convenience food	Owner Contact Number	
Business Owner Name Juan Tejada	Email Address requitlohr@gmail.com	
Check all that apply: <input checked="" type="checkbox"/> New Business <input type="checkbox"/> New Occupation <input type="checkbox"/> Renewal <input type="checkbox"/> Update Info <input type="checkbox"/> Add Classification <input type="checkbox"/> Change Classification Transfer of: <input type="checkbox"/> Location <input type="checkbox"/> Ownership Transferred from: <hr/> Check and Attach copies of all items that apply: <input type="checkbox"/> Fictitious Name Registration <input checked="" type="checkbox"/> Articles of Incorporation <input checked="" type="checkbox"/> State License(s) <input checked="" type="checkbox"/> Licensed Professional (DBPR) <input checked="" type="checkbox"/> Copy of Lease (Commercial Only) <input checked="" type="checkbox"/> Property owner's written permission (If Renting)	Business Tax License Requirements <ul style="list-style-type: none"> The Business Tax License year is from October 1st through September 30th. A delinquency penalty will be assessed if license is not renewed prior to September 30th. Quarterly rates will apply after December 31st for businesses <u>NEW</u> to the city only. Businesses which require a State License or Health Department approval will have to provide copies of those approvals <u>PRIOR</u> to the issuance of a license. If a Business is incorporated, a copy of the letter from the State of Florida or the Articles of Incorporation must be provided. If a Business is <u>NOT</u> incorporated and uses a name other than their given first and last name, they must file a Fictitious Name Notice with the State of Florida. A copy of the current fictitious name registration, issued by the Division of Corporations of the Department of State, will have to be provided <u>PRIOR</u> to the issuance of a license. To review all licensing requirements, please review our City Code, Chap.28, Art. IV on Municode at: http://library.municode.com/index.aspx?clientId=19961&statedID=9&statedname=Florida. An Orange County Business Tax Receipt will have to be obtained <u>AFTER</u> you have been issued the Belle Isle license. They are located at 201 S. Rosalind Avenue, Orlando, FL and can be reached at 407-836-5650. 	Certification: I certify that the information contained here and correct to the best of my knowledge and if any portion is found to be misrepresented, such fact may be just cause for immediate revocation of any license issued. It is further understood that this license is a privilege of engaging in the business profession shown and <u>ONLY</u> at the location shown here on and that I will comply with the Code of the City of Belle Isle. Failure to correct conduct on the premises that are in violation of the Code or to notify the Business Tax License Office will result in revocation of said license. It is further understood that it may take 2 to 30 days for the City of Belle Isle to process an application. I understand that my business will not be opened until I have the expressed approval of the City of Belle Isle. Said approval shall be by 1) Issuance of an Official Business Tax License <u>AND</u> 2) by having paid the required Business Tax License. I understand that opening a business without approval and having not paid my Business Tax License tax <u>WILL</u> result in an additional penalty as required in Ordinance 04-02.

Has any applicant ever been convicted of a felony or misdemeanor? Yes No If yes, which jurisdiction?

Hours of operation: _____ am/pm Days of Operation _____ How many parking spaces do you have _____

Restaurant seating capacity 40 Day Care/Nursery capacity _____

Beauty/Nail/Barber # of stations _____ Health Spa/Gym/Club square footage _____ Merchant/Manufacturer # of employees _____

Nursery # of trees/plants _____ Hospital/Nursing # of rooms _____

#90220

Hotel # of rooms NIL
 # of coin-operated Machines NIL
 # of Arcade games NIL
 Other NIL
 If in Shopping Center List Name NIL
 When does your lease expire _____
 Will Alcohol be sold? Yes No If yes, please attach DBPR ABT-6001. Number of 2 COP
 Employee Requi (Rick) Flohrat ready submitted digitally
 Will you be selling, displaying or storing goods or merchandise on property? Yes No If yes,

J (please initial) Annual Renewal Notices will be sent via email. It is the applicant's responsibility to provide the most current email address. Late Fees will not be waived if renewal payment is received after October 1.

requiflohr@gmail.com Attorney AE 

Name	Title	Signature
FOR OFFICE USE ONLY: FORMB4 - Updated 08/2020	\$ _____	_____
Rec'd By	Fee	Date Paid
	Check/Cash	License #



[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Search by Entity Name](#) /

Detail by Entity Name

Florida Limited Liability Company
LECHONERA SAJOMA LLC.

Filing Information

Document Number	L19000071653
FEVEIN Number	83-3923066
Date Filed	03/13/2019
Effective Date	03/14/2019
State	FL
Status	ACTIVE
Last Event	LC AMENDMENT
Event Date Filed	12/12/2019
Event Effective Date	NONE

Principal Address

1919 MCCOY RD.
ORLANDO, FL 32809

Mailing Address

2180 MALLARD CREEK CIRCLE
KISSIMMEE, FL 34743

Registered Agent Name & Address

TEJADA, JUAN
1919 MCCOY RD.
ORLANDO, FL 32809

Name Changed: 12/12/2019

Authorized Person(s) Detail

Name & Address

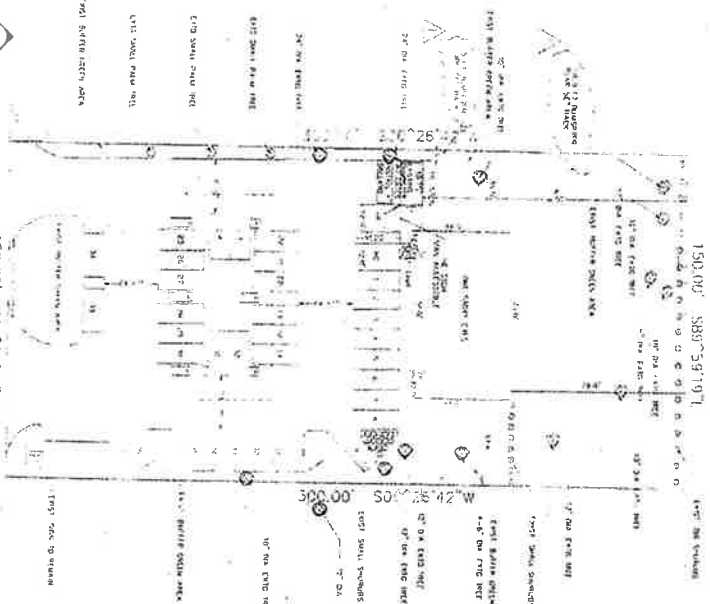
Title MGR

TEJADA, JUAN
452 U.S. HIGHWAY 17-92 N.
HAINES CITY, FL 33844

Annual Reports

Report Year	Filed Date
2020	04/22/2020

SCOPE OF WORK:
 PREPARE ARCHITECTURAL PLANS
 LEGAL DESCRIPTION
 1.50.00' S89°59'19" W
 300.00' W
 1.50.00' S89°59'19" W
 300.00' W



SITE PLAN

SCALE: 1"=20'

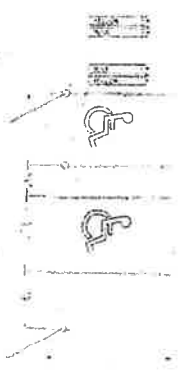
1. 1.50.00' S89°59'19" W
2. 300.00' W
3. 1.50.00' S89°59'19" W
4. 1.50.00' S89°59'19" W
5. 1.50.00' S89°59'19" W
6. 1.50.00' S89°59'19" W
7. 1.50.00' S89°59'19" W

PARKING CALCULATIONS
 PARKING REQUIRED FOR THE PROPOSED RESTAURANT
 1. ONE PARKING SPOT PER SEAT
 TOTAL TABLE SEAT = 45/44 = 1029 SPACES
 2. ONE PARKING PER 75 SQ FT VEHICULAR SEAT
 TOTAL AREA WITHIN FENCED SEAT = 1863 SQ FT
 AREA V/O FENCED SEAT = 1803/75 = 24.04 SPACES
 3. TOTAL PARKING PROVIDED = 1129+24.04 = 1153 SPACES
 4. TOTAL PARKING PROVIDED = 34 SPACES
 5. VEHICULAR PARKING = 2 SPACES
 TOTAL = 36 SPACES

PER TABLE 208.2 REQUIRES 7 VEHICULAR PARKING SPACES PER 1000 SQ FT OF RESTAURANT FLOOR AREA. THEREFORE NO VAN SPACES ARE REQUIRED.



LOCATION MAP



LANDSCAPING & REQUIRED ACCESS SYMBOLS



ENRIQUE A. TORRENS
 REGISTERED PROFESSIONAL ENGINEER
 No. 31208
 STATE OF CALIFORNIA
 CIVIL ENGINEERING
 15:04:23-04:00

Existing

DATE	07/20/20
SCALE	AS NOTED
SHEET NO.	1

90220

LEASE AGREEMENT
 (#105 - 1919 McCoy Rd., Orlando, FL 32809)

This lease ("Lease") is entered into between Space Coast Petro Distributor, Inc., hereinafter referred to as "Lessor", and Alex Estévez, Lidia Estévez, and Juan Tejada, who are joining in individually and collectively to guarantee the performance of Lechonera Sajoma LLC, a Florida limited liability company, hereinafter referred to as "Lessee," whose business address is _____.

The parties agree as follows:

1. **PROPERTY:** The property which is the subject matter of this Lease is described as follows:

The property known as 1919 McCoy Rd., Orlando, FL 32809 being the entire all of the improved area and building, situated in County of Orange.
2. **TERM:** The term of this Lease shall be for a period of five (5) years commencing on March 8, 2019 and terminating on March 8, 2024. The Lessee is also granted one (1) five (5) Year option, with \$6,000.00 base rent for the initial first year of the option term and three and one half percent (3.5%) increases per annum thereafter. So long as Lessee is not in default and provides Lessor notice in writing 90 days in advance.
3. **RENT:** The Lessee agrees to pay rent for the term of this Lease in monthly payments in advance, beginning on the date of commencement of this Lease term, and on the 1st day of each month thereafter during the term, at the rates hereafter set forth. In addition to rent, the Lessee agrees to pay all sales, use, and other tax imposed thereon by the State of Florida or any other governmental authority.
 - (a) Lessor will waive rent for four (4) months beginning March 8, 2019. Rent will commence on the first day of opening, or June 8, 2019, whichever is earlier.
 - (b) For the first year rent shall be \$3,500 per mo., plus sales tax. Rent for the second year shall be \$4,000 per mo. plus sales tax. Rent for the third year shall be \$4,500 per mo., plus sales tax. Rent for the fourth year shall be \$5,000 per mo., plus sales tax. Rent for the fifth year shall be \$5,500 per mo., plus sales tax.
 - (c) This lease shall be triple-net and Lessee is responsible for all insurance, taxes, and maintenance to the lease property. The property taxes will be billed proportionately with the monthly rental.
 - (d) In the event that any payment of rent or any other charge required to be paid by Lessee under the provisions of this Lease, shall not be paid within ten (10) days of the due date, Lessee shall pay to Lessor a late charge of 5% of the rent; if twenty (20) days late, the late charge shall be 10% of the rent; and such late charge shall be deemed "rent" for all purposes under this Lease.
 - (e) If any check is dishonored by Lessee's bank for any reason whatsoever, Lessor may, without waiving any other available remedy, require that all subsequent rent payments be made in cash, certified funds or money order. Once this requirement is communicated in writing to Lessee, any further attempt to pay rent other than by cash, certified funds or money order shall be a nullity, and shall not constitute payment of or tender of rent to Lessor.
 - (f) In the event any check is dishonored, Lessee shall pay a \$50.00 handling charge and all bank fees imposed for the dishonored check. This shall be in addition to any late fees imposed.
 - (g) At signing Lessee will pay the first month rent with the estimated monthly property tax, and sales tax, and the security deposit mentioned in Paragraph 4.

#105 Lechonera Sajoma, LLC.
 Restaurant Lease Agreement

Lessor LS
 Lessee ALEX J.T.

4. **SECURITY DEPOSIT:** Lessee shall pay to Lessor, at the time of execution of this Lease, the sum of \$5000.00 as a security deposit, which shall be held by the Lessor during the term of this Lease. Lessor shall not be required to pay interest on said security deposit nor segregate the same from Lessor's other funds. The Lessor shall be entitled to utilize said security deposit as follows:

- (a) Apply the same for any default in the payment of rent required hereunder.
- (b) Apply the same for any claim, damage, or other charge on the leased premises for which the Lessee is liable.
- (c) If the Lessor applies any portion of said security deposit prior to the expiration of the term, and this Lease remains in effect, the Lessee shall immediately replenish the amount of the security deposit.
- (d) At the expiration of the term of this Lease, if no sums are due the Lessor and the Lessee surrenders the premises in the same condition as said premises are at the commencement of this term, reasonable wear and tear excepted, the Lessee shall be entitled to a refund of said security deposit.

5. **USE OF LEASED PREMISES:** The Lessee may use said leased premises solely as a "La Lechonera cuisine styled restaurant" and no other use shall be allowed without consent of Lessor. Lessee will not engage in the sale of any items customarily found in a convenience store or gas station. No additional or other items may be sold on premises without prior written consent of Lessor, which consent may be withheld in Lessor's sole discretion. Lessee will not engage in the sale of motor fuels from the property.

The Lessee will not injure, overload, or deface or suffer to be injured, overloaded, or defaced the leased premises or any part thereof or store inflammables or explosives in any part thereof.

Lessee acknowledges that neither Lessor nor any agent of Lessor has made any representation or warranty with respect to the leased premises or the building and grounds of which the leased premises may be a part or with respect to the suitability of same for the conduct of Lessee's business, nor has Lessor agreed to undertake any modification, alteration, or improvement to the leased premises except as provided in this Lease. The acceptance of possession of the leased premises by Lessee at the commencement of this Lease term shall conclusively establish that the leased premises and said building were at such time in satisfactory condition.

Lessee shall not do or permit anything to be done in or about the leased premises nor bring or keep anything therein which will in any way increase the existing rate or affect any fire or other insurance upon the leased premises or the building of which the leased premises may be a part or any of its contents (unless Lessee shall pay any increased premium as a result of such use or acts), or cause a cancellation of any insurance policy covering said leased premises or said building or any part thereof or any of its contents, nor shall Lessee sell or permit to be kept, used or sold in or about the leased premises any articles which may be prohibited by a standard form policy of fire insurance.

Lessee shall not use the leased premises or permit anything to be done in or about the leased premises which will in any way conflict with any law, statute, ordinance or governmental rule or regulation or requirement of duly constituted public authorities now in force or which may be hereafter be enacted or promulgated. Lessee shall at Lessee's own cost take all necessary steps to cause and ensure such compliance from time to time.

Lessee shall not cause or allow any nuisance on the premises, shall not operate any radio, loudspeaker or other device in a manner which disturbs other occupants, and shall not penetrate or modify the exterior of the building in any way without written consent of the Lessor.

Lessor may promulgate other reasonable rules and regulations from time to time as necessary for proper operation of the premises.

#105 Lechonera Sajoma, LLC.
Restaurant Lease Agreement

Lessor Y
Lessee ALF J.T.

6. **UTILITIES:** The Lessee shall be responsible for the payment of all utilities used by Lessee on the leased premises, specifically including but not limited to electricity, telephone, cable, water, and sewer. The Lessee shall be responsible for the payment of all charges for such services and will not permit any liens to be suffered against the property for such services.

7. **INSURANCE:** The Lessee shall be responsible for continuously providing public liability insurance for the Lessee's intended use of said leased property and any equipment used thereon in limits of liability of \$1,000,000.00, naming the Lessor as additional insured thereon. Insurance policy must include fire legal liability coverage. The property will be insured with minimum coverage of \$1,000,000.00 for the building and canopy. A certificate of such insurance with the premiums paid in advance shall be furnished to Lessor at the commencement of the term hereof. Lessee shall insure all of Lessee's property against risk of loss, and waives any claim whatsoever against Lessor therefor. All insurance required hereunder shall be issued by companies licensed to do business in Florida and acceptable to Lessor, and shall be primary and not contributory regarding any policy of insurance maintained by Lessor. Lessee's insurance policy shall carry a clause or endorsement prohibiting termination or material amendment without at least fifteen (15) days' notice to Lessor. Lessee shall have the right to carry the insurance provided for in this Paragraph, or any portion of such insurance, under a blanket or comprehensive all-risks policy. Each party waives the right of subrogation as to the other party to the extent such loss or damage is covered under any policy in force. Lessee is to also maintain its own contents policy. Said amounts are minimum requirements of Lessor, and Lessee should determine on its own the actual amount of insurance it requires.

8. **INDEMNIFICATION:** The Lessee agrees to indemnify and hold the Lessor harmless for any loss, injury, or damage to the leased premises, during the term of this Lease. Lessee further agrees to indemnify and hold the Lessor harmless from any injury or loss to third persons arising out of the Lessee's use of said property.

9. **ALTERATIONS:** The Lessee shall not make any alterations or improvements to the leased premises without the Lessor's specific prior written consent, which shall not be unreasonably withheld, and shall not contract for any goods or services in the name of the Lessor. Any alterations or improvements shall become a part of the real property, and unless Lessor agrees otherwise in writing at the time approval is sought, shall remain upon termination of the Lease. Personal property, business and trade fixtures, and moveable partitions shall remain the property of the Lessee and may be removed by Lessee provided Lessee is not in default hereunder. Lessee shall have the right to display on and about the leased premises only such signs, advertisements, notices and lettering as shall be approved by the Lessor, and which shall at all times conform to applicable regulations.

Lessee shall at all times ensure that any alteration of the premises is in conformity with all applicable laws and ordinances, including but not limited to the Americans with Disabilities Act.

Lessee shall not cause or allow the imposition of any lien against the property, and should same occur Lessee shall cause same to be paid or bonded off within twenty (20) days after imposition. Failure to do so shall be a material breach of this Lease.

10. **MAINTENANCE; OPERATIONS:** The parties agree that the Lessor shall not have any maintenance, replacement or repair responsibility whatsoever regarding the Leased Premises. The Lessee shall be responsible for all maintenance, repair and replacement regarding the Leased Premises, without limitation. Nothing herein shall be construed as Lessor having any maintenance, repair or replacement obligations whatsoever, the overriding intent being that this is a triple-net lease.

The Lessee shall, at the expiration of the term, or any extension thereof, peaceably yield up to the Lessor the Leased Premises and all additions, improvements, and alterations made upon the same by the Lessee, in as good repair in all respects, and reasonable wear and tear excepted.

Lessee has inspected and agrees to accept the Leased Premises and appurtenances thereof, including but not limited to the sprinkler, if any, HVAC, water and sewer systems, electrical fixtures, plumbing, plumbing fixtures and equipment, in existing "as is" condition, and shall maintain and repair (and replace as needed) same in good condition through the term of this Lease and any extensions thereof. At all times during the term, the Lessee shall maintain and keep in force at Lessee's expense a service and maintenance contract for the heating, ventilating and air

#105 Lechonera Sajoma, LLC.
Restaurant Lease Agreement

Lessor _____
Lessee ARKE J.T.

conditioning systems provided for the Leased Premises. Such contracts shall be with a professional HVAC servicing and maintenance contractor, and shall at all times be subject to approval by the Lessor. Should such contractor fail to perform satisfactory service or maintenance, the Lessor shall have the right in Lessor's discretion to require the Lessee to terminate the existing contract, in which event the Lessee forthwith shall engage another contractor approved by the Lessor. Lessee shall be liable for any damage or injury which may be caused by or resulting from the Lessee's failure to faithfully comply with all of the terms and conditions contained herein and which are to be complied with by the Lessee.

The Lessee shall perform pest extermination(s) at its expense promptly as needed, and will use a licensed exterminating firm exclusively for this purpose.

The Lessee shall use the plumbing and electrical systems in the Leased Premises only for their intended purpose, and shall not place or permit its customers or invitee to place therein any oils, grease, caustic, acid, corrosive or concentrated substances or objects which are likely to cause damage to the plumbing systems, or cause them to fail in whole or part. Should the Lessee violate this covenant, in addition to other remedies, the Lessee shall be liable to the Lessor for the full cost of cleaning, repairing or rebuilding the plumbing systems, which amount(s) shall be payable as additional rent hereunder.

In the event the Lessee receives written consent to penetrate the roof or any wall of the Leased Premises, the Lessee shall be solely responsible for any damage which may be caused by or result from such penetration.

Lessee shall, at Lessee's expense, replace promptly any and all plate or other glass in the Leased Premises which may become damaged or broken, with glass of the same kind and quality.

Lessee shall install shutters or storm protection in all events where circumstances could bring damage to the Leased Premises, and/or when otherwise directed by Lessor.

In the event of suspected mold or mold conditions at the Leased Premises, Lessee, at its sole cost and expense, shall promptly cause an inspection of the Leased Premises to be conducted to determine if mold or mold conditions are present at the Leased Premises, and shall (i) notify Lessor in writing, at least five (5) business days prior to the inspection, of the date on which the inspection shall occur, and which portion of the Leased Premises shall be subject to the inspection; (ii) retain an industrial hygienist certified by the American Board of Industrial Hygienists ("CIH") or an otherwise qualified mold consultant (generally, "Mold Inspector") to conduct the inspection; and (iii) cause such Mold inspector to:

- (a) Obtain and maintain errors and omissions insurance coverage with terms and limits customarily maintained by Mold Inspectors, adding Lessor as an additional insured with respect to Lessor's vicarious liability, and provide to Lessor evidence of such coverage and a copy of the endorsement granting Lessor additional insured status;
- (b) Perform the inspection in a manner that is strictly confidential and consistent with the duty of care exercised by a Mold Inspector; and
- (c) Prepare an inspection report, keep the results of the inspection report confidential, and promptly provide a copy to Lessor.

In the event the Inspection, as required above, determines that mold or mold conditions are present at the Leased Premises, then Lessee, at its sole cost and expense, shall promptly: (i) hire trained and experienced mold remediation contractors to prepare a remediation plan and to remediate the mold or mold conditions at the Leased Premises; (ii) send Lessor a copy of the remediation plan, at least five (5) business days prior to the initiation of the mold remediation; and (iii) notify, in accordance with any applicable state or local health or safety requirements, its employees as well as occupants and visitors of the Premises of the nature, location, and schedule for the planned mold remediation. All mold remediation shall be conducted in accordance with the relevant provisions of the document Mold Remediation in Schools and Commercial Buildings (EPA 402-K-01-001, March 2001 ("EPA Guidelines"), published by the U.S. Environmental Protection Agency, as may be amended or revised from time to

time, and any other applicable, legally binding federal, state, or local laws, regulatory standards, or guidelines, including local permitting and zoning. At the conclusion of the mold remediation, Lessee shall provide Lessor with a draft of the mold remediation report and give Lessor a reasonable opportunity to review and comment thereon, and when such report is finalized, promptly provide Lessor with a copy of the final remediation report.

Tenant acknowledges and agrees that Lessor shall have a reasonable opportunity to inspect the remediated portion of the Leased Premises after the conclusion of the mold remediation. If the results of Lessor's inspection indicate that the remediation does not comply with the final remediation report, or any other applicable federal, state, or local laws, regulatory standards or guidelines, including, without limitation, the EPA Guidelines, then Lessee, at its sole cost and expense shall immediately take all further action necessary to ensure such compliance.

The foregoing covenants and indemnity shall survive the expiration or any termination of this Lease.

11. **SECURITY INTEREST:** Lessee hereby grants to Lessor a security interest under the Uniform Commercial Code in all of Lessee's equipment, furniture, fixtures, goods and property in, on or about the leased premises. Said security interest shall secure to Lessor the payment of all rent (and charges collectible or reserved as rent) hereunder which shall become due under the provisions of this Lease. Lessee hereby agrees to execute, upon request of the Lessor, such financing statements as may be required under the provisions of the Uniform Commercial Code to perfect a security interest in Lessee's equipment, furniture, fixtures, goods, and property. In the event of default, Lessor shall have the right to proceed, as a secured party under the provisions of the Uniform Commercial Code, against the goods in which Lessor has been granted a security interest pursuant to the paragraph.

12. **RISK OF LOSS:** Any property of any kind of the Lessee located or stored in the leased premises during the term of the Lease, or any extension thereof, shall be at the sole risk of Lessee.

13. **SUBORDINATION; ATTORNMENT:**

Lessee agrees that:

(a) Except as hereinafter provided, this Lease is, and all of Lessee's rights hereunder are and shall always be, subject and subordinate to any mortgage ("Mortgage") secured by the leased premises; and

(b) If the holder of any Mortgage or if the purchaser at any foreclosure sale or at any sale under a power of sale contained in any Mortgage shall at its sole option so require, Lessee will attorn to, and recognize such mortgagee or purchaser, as the case may be, as Lessor under this Lease for the balance then remaining of the term of this Lease, subject to all terms of this Lease; and

(c) That the aforesaid provisions shall be self-operative and no further instrument or document shall be necessary unless required by any such mortgagee or purchaser. If Lessor or any mortgagee or purchaser desire confirmation of such subordination, Lessee upon written request, and from time to time, will execute and deliver without charge and in form satisfactory to Lessor, the mortgagee or the purchaser all instruments and documents that may be requested to acknowledge such subordination in recordable form. Delivery shall be made within ten (10) days of written request.

14. **EXECUTION OF ESTOPPEL CERTIFICATE:** At any time, and from time to time, upon the written request of Lessor or any mortgagee, Lessee within ten (10) days of the date of such written request agrees to execute and deliver to Lessor and/or such mortgagee, without charge and in a form satisfactory to Lessor and/or such mortgagee, a written statement:

(a) Ratifying this Lease;

(b) Confirming the commencement and expiration date of the term of this Lease;

(c) Certifying that Lessee is in occupancy of the premises, and that the Lease is in full force and effect and has not been modified, assigned, supplemented or amended except by such writings as shall be stated;

#105 Lechonera Sajoma, LLC.
Restaurant Lease Agreement

Lessor
Lessee R. L. F. J.S.

- (d) Certifying that all conditions and agreements under this Lease to be satisfied or performed by Lessor have been satisfied and performed except as shall be stated;
- (e) Certifying that Lessor is not in default under the Lease and there are no defenses or offsets against the enforcement of this Lease by Lessor or stating the defaults and/or defenses claimed by Lessee;
- (f) Reciting the amount of advance rent, if any, paid by Lessee and the date to which such rent has been paid.
- (g) Reciting the amount of security deposited with Lessor, if any; and
- (h) Any other information which Lessor or the mortgagee shall require.

15. **FAILURE TO EXECUTE ESTOPPEL CERTIFICATE:** The failure of Lessee to execute, acknowledge and deliver to Lessor and/or any mortgagee a statement in accordance with the provisions of Paragraph 13 or 14 above within the said **ten (10)** day period shall constitute acknowledgment by Lessee (which may be relied upon by any person holding or intending to acquire any interest whatsoever in the premises) that this Lease had not been assigned, amended, changed, or modified, is in full force and effect and that the rent has been duly and fully paid not beyond the respective due dates immediately preceding the date of the request of such statement, and shall constitute as to any persons entitled to rely on such statements a waiver of any defaults by Lessor or defenses or offsets against the enforcement of this Lease by Lessor which may exist prior to the date of the written request; and Lessor at its option, may treat such failure as a deliberate event of default. Further, in the event Lessee fails to execute and deliver the instruments and documents as provided for in paragraph 13 or 14 within **ten (10)** days after request in writing by Lessor or such mortgagee or purchaser, as the case may be, Lessee does hereby make, constitute and appoint Lessor or such mortgagee or purchaser, as the case may be, as Lessee's attorney-in-fact empowered in its name, place and stead to do so. The aforesaid power of attorney is given as coupled with an interest and is irrevocable.

16. **DEFAULT:** If the Lessee defaults in any payment required under the terms of this Lease, and fails to cure same within five (5) days after written notice, or defaults in any other of the terms and conditions of this Lease and fails to cure same within twenty (20) days after written notice, the Lessor shall be entitled to the following cumulative remedies:

- (a) Lessor may terminate this Lease at Lessor's option, and hold Lessee responsible for all damages recoverable.
- (b) Lessor may retake the premises on Lessee's account, holding lessee responsible for all payments or damages due hereunder.
- (c) The Lessor may institute an action for eviction against the Lessee.
- (d) The Lessor shall be entitled to injunctive relief to enjoin any of the Lessee's violations of the terms of this Lease.
- (e) The Lessor shall be entitled to a lien against any property of the Lessee located on the leased premises.
- (f) The Lessor may apply all or any portion of the Lessee's security deposit to monies owed to Lessor.
- (g) The Lessor may accelerate any and all payments due hereunder, for rent or otherwise, and the same shall be immediately due and payable.
- (h) All of the foregoing remedies shall be in addition to any other remedies available at law or in equity. In the event Lessor retakes possession, unless Lessor advises Lessee in writing otherwise, it shall be

#105 Lechonera Sajoma, LLC.
Restaurant Lease Agreement

Lessor *[Signature]*
Lessee *[Signature]*

presumed that Lessor is retaking possession on account of Lessee and not on Lessor's own account.

17. **ENVIRONMENTAL ISSUES:** Lessee shall not cause or suffer contamination of the leased premises by hazardous waste or toxic substances and shall not handle or permit polychlorinated biphenyls ("PCB's") or asbestos or substances containing PCB's or asbestos on the premises.

Lessee shall conduct all of its operations at the premises in compliance with all federal, state and local statutes, ordinances, regulations, orders and requirements of common law, including, but not limited to, (1) discharges to the air, soil, surface or groundwater; and (ii) handling, utilizing, storage, treatment or disposal of any hazardous waste or hazardous or toxic substances as defined therein ("Environmental Statutes"). Lessee shall obtain all permits, licenses or approvals and shall make all notifications and registrations required by Environmental Statutes and shall submit to Lessor, upon request, for inspecting and copying, all documents, permits, licenses, approvals, manifests and records required to be submitted and/or maintained by the provisions of the Environmental Statutes. Lessee shall also provide promptly to Lessor copies of any correspondence, notice of violation, summons, order, complaint or other document received by Lessee pertaining to compliance with Environmental Statutes.

Lessee shall not install at the premises any temporary or permanent tanks for the storage of any liquid or gas above or below ground.

Lessee hereby agrees to indemnify Lessor and to hold Lessor harmless of, from and against any and all expense, loss, cost, fines, penalties, loss of value or liability suffered by Lessor by reason of Lessee's breach of any of the provisions of this section.

The provisions of this Paragraph shall survive the termination of Lessee's tenancy or of this Lease.

18. **ASSIGNMENT AND SUBLETTING:** The Lessee shall not have the right to assign or sublet the leased premises without Lessor's consent. In the event sublease or assignment is allowed by Lessor, Lessee shall remain fully liable. Lessor may, in Lessor's sole discretion, condition approval for assignment or sublease on inspection and approval of financial information regarding the proposed subtenant or assignee, execution of personal guarantees, and any other and further security for payment and performance of this Lease.

19. **ATTORNEY'S FEES:** In all legal proceedings commenced by the parties hereunder, the prevailing party shall be entitled to all costs incurred, including reasonable attorneys' fees at the trial and appellate level.

20. **DESTRUCTION OF PREMISES:** In the event the leased premises are partially or totally destroyed by fire or other hazard, the Lessor shall have the option to cancel this Lease, without further responsibility to Lessee other than for prepaid rent.

21. **ACCESS TO PREMISES:** Lessor or Lessor's agent shall be granted access to the leased premises at any time in the event of an emergency, and during all reasonable hours upon reasonable notice in the absence of an emergency, for the purpose of inspecting the premises or showing the premises to prospective purchasers or tenants.

22. **NOTICE:** All notices hereunder shall be served by certified mail and, if intended for the Lessor shall be addressed to the Lessor at 402-A High Point Drive, Cocoa, Florida 32926, or to such other address as may be requested by the Lessor in writing, and if intended for the Lessee shall be addressed to the Lessee at the leased premises.

23. **RECORDING:** Neither this Lease nor any memorandum or notice thereof shall be recorded by Lessee among the public records of any county, except that Lessor may record a notice to lienors pursuant to the Florida Construction Lien Law. Any other such recording shall be a material default hereunder.

24. **CONDEMNATION:** If at any time during the lease term or any renewal or extension thereof the premises, or any portion thereof, be lawfully condemned or conveyed in lieu of condemnation, the Lessor shall be

#105 Lechonera Sajoma, LLC.
Restaurant Lease Agreement

Lessor [Signature]
Lessee [Signature] J.T.

entitled to, and shall receive the award or payment therefor, and the Lessee shall assign, and does hereby assign and transfer to the Lessor such award or payment as may be made therefor, and in no event and under no circumstances shall the Lessee be entitled to receive or retain any award or payment of any part thereof. This Lease shall, as to the part so taken terminate as of the date title shall vest in the condemnor, rent shall abate in proportion to the square feet of the leased space taken or condemned.

25. **RETURN CONDITION:** Upon the expiration or earlier termination of this Lease, Lessee shall surrender the leased premises in the same condition as received, ordinary wear and tear and damage by fire, earthquake, act of God or the elements alone excepted, and shall promptly remove or cause to be removed at Lessee's expense from the leased premises any signs, notices and displays placed by Lessee.

Lessee agrees to repair any damage to the leased premises caused by or in connection with the removal of any articles of personal property, business or trade fixtures, machinery, equipment, cabinetwork, or furniture, all at Lessee's sole cost and expense. Lessee shall indemnify the Lessor against any loss or liability resulting from delay by Lessee in so surrendering the leased premises, including without limitation any claims made by any succeeding Lessee founded on such delay.

In the event Lessee fails to maintain the leased premises in good order, condition and repair, Lessor shall give Lessee notice to do such acts as are reasonably required to so maintain the leased premises. In the event Lessee fails to promptly commence such work and diligently prosecute it to completion, in addition to any other remedies, then Lessor shall have the right to do such acts and expend such funds at the expense of Lessee as are reasonably required to perform such work. Any amount so expended by Lessor shall be paid by Lessee promptly after demand with interest at eighteen percent (18%) per annum from the date of such work.

26. **LEASE CONTAINS ALL AGREEMENTS:** The parties hereto acknowledge and agree (i) that they have participated in the negotiation of this Lease, and no provision of this Lease shall be construed against or interpreted to the disadvantage of any party hereto or thereto by any court or other governmental or judicial authority by reason of such party having or being deemed to have structured, dictated or drafted such provision; (ii) that they have had the opportunity to review and analyze this Lease for a sufficient period of time prior to the execution and delivery thereof; (iii) that no representations, warranties, covenants or agreements have been made by or on behalf or relied upon by the parties, in connection with the execution and delivery of this Lease and pertaining to the subject matter of this Lease, other than those that are expressly set forth in this Lease, and all prior statements, representations, warranties, covenants and agreements of the parties, if any, are totally superseded and merged into this Lease; (iv) that all of the terms of this Lease were negotiated at arms-length, and that this Lease was prepared and executed without fraud, duress, undue influence, or coercion of any kind exerted by any of the parties upon the others; and that the execution and delivery of this Lease is the free and voluntary act of Lessor and Lessee.

The terms of this Lease may not be changed, modified, waived, discharged or terminated orally, except by an instrument or instruments in writing, signed by the party against whom the enforcement of the change, modification, waiver, discharge or termination is asserted.

27. **RADON WARNING - NOTICE TO PROSPECTIVE TENANT:** 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. Pursuant to §404.056(8), Florida Statutes.

28. **NO WAIVER:** No assent, express or implied, by Lessor to any breach of any of the Lessee's covenants, or by the Lessee to any breach of the Lessor's covenants, shall be deemed to be a waiver of any succeeding breach of the same or any other covenant.

29. **SIGNS:** During the last sixty (60) days of the Lease term, Lessor may place "For Rent" signs on the leased premises, and at any time Lessor may place "For Sale" signs on the exterior of the Building. Lessee will be responsible for maintenance and repair of its own sign.

30. **TIME: THE PARTIES STIPULATE AND AGREE THAT, AS A MATERIAL PROVISION OF THIS LEASE, TIME SHALL BE OF THE ESSENCE AS TO PERFORMANCE OF ALL PROVISIONS HEREOF.**

31. **VENUE; REMOVAL; WAIVER OF JURY TRIAL; CHOICE OF LAW:** Venue for any dispute hereunder shall be in the state courts of the Eighteenth Judicial Circuit, Brevard County, Florida. All parties waive any right of removal to Federal court. All parties waive trial by jury as to any dispute arising hereunder. Florida law shall govern any dispute arising hereunder.

32. **RELEASE OF LESSOR FROM LIABILITY:** In the event the Lessor is delayed or prevented from making any repairs, rebuilding or restoration, or furnishing any services or performing any other covenant or duty, whether express herein or implied to be performed on the Lessor's part due to the Lessor's inability of difficulty in obtaining labor, materials necessary therefor or due to strike, lockout, embargo, war, governmental orders or acts of God, or any other cause beyond the Lessor's control, then the Lessor shall not be liable to the Lessee for damages resulting therefrom, nor, except as expressly otherwise provided in connection with casualty losses or condemnation proceedings, shall the lessee be entitled to any abatement or reduction of rent by reason thereof, nor shall the same give rise to a claim in the Lessee's favor that such failure constitutes actual or constructive, partial or total, eviction from the leased premises.

Lessee shall not be entitled to any compensation or reduction of rent by reason of inconvenience or loss arising from the necessity of the Lessor's entering the leased premises for any of the purposes authorized in this Lease, or for repairing the leased premises or any portion of the building of which the leased premises are a part.

Lessor shall be under no personal liability with respect to any of the provisions of this Lease and if lessor is in default with respect to its obligations under this Lease, Lessee shall look solely to the equity of the Lessor in the premises for the satisfaction to Lessee's remedies. It is expressly understood and agreed that Lessee's liability under the terms of this Lease shall in no event exceed the amount of Lessor's equity interest in the property.

33. **SEVERABILITY:** If a provision of this Lease is held invalid, it is hereby agreed that all valid provisions that are severable from the invalid provision remain in effect. If a provision in this Lease is held invalid in one or more of its applications, the provision remains in effect in all valid applications.

34. **NO PARTNERSHIP OR JOINT VENTURE:** Neither this Lease, nor any prior agreement if existing, actions or omissions, shall in any respect be interpreted, deemed or construed as making Lessor a partner or joint venturer with Lessee, and Lessee agrees not to make any contrary assertion, contention, claim or counterclaim in any action, suit or other legal proceeding involving Lessor.

35. **BANKRUPTCY OR INSOLVENCY:** If at any time during the term of this Lease, or any extensions thereof, a voluntary case is commenced by the Lessee, or an involuntary case is commenced with respect to the Lessee, under the bankruptcy laws of the United States of America, and such case shall not be dismissed within sixty (60) days from the date of such commencement, then, at the option of the Lessor, the commencement of either such case shall be deemed to constitute a breach of this Lease by the Lessee. The Lessor, at its election, may terminate this Lease in the event of occurrence of any such case by giving not less than five (5) days written notice to the Lessee or to the assignee or to the trustee or to such other person appointed pursuant to an order of court, and thereupon the Lessor may re-enter the leased premises and this Lease shall not be treated as an asset of Lessee's estate. However, the Lessor shall be entitled to exercise all available rights and remedies and to recover from the Lessee all monies that may be due or become due, including damages resulting from the breach of the terms of this Lease by the Lessee.

36. **ABANDONMENT OF PREMISES:** "Abandonment" hereunder shall be deemed to include but shall not be limited to either (a) any vacancy of the leased premises by Lessee for ten (10) consecutive days without Lessor's prior written consent, or (b) non-operation of the Lessee's business in the leased premises for a period of ten (10) consecutive days without Lessor's prior written consent.

In the event of the Lessee's abandonment of the premises, as hereinabove defined, Lessor shall provide Lessee with

#105 Lechonera Sajoma, LLC.
Restaurant Lease Agreement

Lessor MS
Lessee ASKEJ.T.

ten (10) days written notice of Lessor's intention to re-enter and repossess the premises, without recourse to further legal proceedings, unless Lessee objections within said ten (10) day period. Should Lessee not object within the said ten (10) day period, Lessor shall have the absolute right to re-enter the leased premises without legal proceedings and without being liable for any prosecution therefore or damages resulting therefrom, and to be possession of the leased premises, together with all additions, alterations and improvements, to which remedies and acts the Lessee specifically consents. This right shall be cumulative to Lessors remedies set forth herein.

37. **PARKING:** The Lessee shall have the non-exclusive right, in common with any other lessees of the building, to have customer parking in the parking spaces located on the property. If in the opinion of the Lessor it becomes necessary from time to time to prescribe certain sections within the parking lot for use of parking spaces by the Lessee and the Lessee's officers, employees, agents and customers, then in such event the Lessee, upon notice to it from the Lessor, shall use and also require its officers, employees, agents and customers to use only such sections within the parking lot as are prescribed by the Lessor.

38. **ABANDONMENT OF PERSONAL PROPERTY:** Should Lessee fail to remove its personal property upon abandonment, expiration, termination or recovery of possession by the Lessor, then upon such abandonment, expiration, termination or recovery of possession and after ten (10) days written notice to Lessee to remove its property, all personal property of any nature then remaining on the premises shall be deemed abandoned and title thereto shall vest exclusively in the Lessor. Lessor may thereafter remove and dispose of or liquidate said personal property as Lessor may deem proper in its sole and absolute discretion; provided, however, the proceeds of any sale or liquidation of such property shall be applied first to reduce any sums owed by Lessee to Lessor, including storage costs, attorney's fees and any other expenses incurred by Lessor resulting from such abandonment and any sums remaining shall be returned to Lessee. Lessee hereby waives and agrees to indemnify and hold Lessor harmless from any claim of loss or damage arising from Lessor's dealing with Lessee's property pursuant to the terms of this paragraph.

39. **DISCLOSURE OF LEASE TERMS:** Lessee shall not divulge without the permission of Lessor the terms and conditions of this Lease.

40. **TANGIBLE PERSONAL PROPERTY and REAL ESTATE TAXES:** Lessee will be responsible to pay 100% of the real estate and tangible personal property tax bill associated with this site.

41. **BUILD OUT OF RETAIL SPACE:** Lessee understands that any improvement attached to the building will remain at the lease termination. Lessee will complete its own build-out at its' cost, but must provide Lessor with its plans before construction for approval.

BY SIGNING THIS RENTAL AGREEMENT THE LESSEE AGREES THAT UPON SURRENDER OR ABANDONMENT, AS DEFINED BY THE FLORIDA STATUTES, THE LESSOR SHALL NOT BE LIABLE OR RESPONSIBLE FOR STORAGE OR DISPOSITION OF THE LESSEE'S PERSONAL PROPERTY.

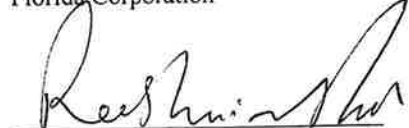
Signatures, Witnesses and, Addendum to Lease Immediately Follow

IN WITNESS WHEREOF, the parties have executed this Lease this ___ day of March, 2019.

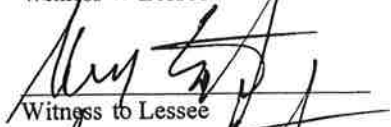
Witnesses as to Lessor (two required)

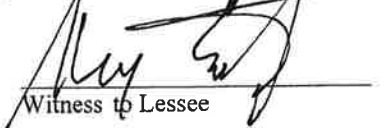


LESSOR:
Space Coast Petro Distributor, Inc., a
Florida Corporation



Rashmi Shah, Director, Secretary


Witness to Lessee



Witness to Lessee


Witness to Lessee

LESSEE:
Lechonera Sajoma, LLC.


By: Alex Estévez
As its _____


By: Lidia Estévez
As its _____

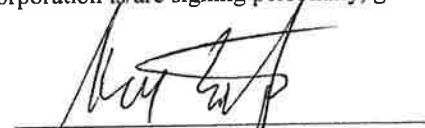

By: Juan Tejada
As its _____

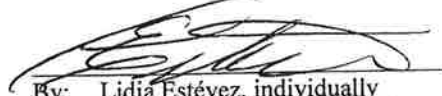
To induce Lessor to enter into this Lease the Principles of the Corporation is/are signing personally, guaranteeing performance of the lease.



Witness to Guarantor


Witness to Guarantor


Witness to Guarantor


By: Alex Estévez, individually
SS# 087-46-8704


By: Lidia Estévez, individually
SS# 621-65-1131


By: Juan Tejada, individually
SS# 089-74-4399

Addendum to Lease Agreement
Between Space Coast Petro Distributor, Inc and Lechonera Sajoma, LLC.
Dated March 11, 2019

1. LESSEE has agreed to EFT deposits.
2. LESSEE to pay entirety of 1st month's rent plus applicable Triple Net charges upon signing.
3. LESSEE to provide proof of Insurance and fire legal liability.
4. Lessee agrees to properly dispose of any cooking oil and maintain a recycling record. Oil stored on the premises shall be kept out of sight and shall avoid blocking entrances and exits.
5. All licenses and Utilities will be taken in the name of the LESSEE.
6. LESSOR will pay one half (½) of the Property Taxes for months one (1) through nine (9) of the first (1st) year of the initial term of the Lease only.
7. LESSEE must place the entirety of the \$5000.00 deposit required of this lease in the form of certified funds.
8. During the term of this Agreement, Lessor shall grant to Lessee the Right of First Refusal to acquire Lessee's interest in the location. Lessor shall have ten (10) calendar days, upon written receipt of said offer, in which to exercise this right.
9. If property is purchased, Lessor will remove underground tanks at its own expense.

LESSOR:

Space Coast Petro Distributor, Inc.

By: Rashmi Shah
Its: Director, Secretary

LESSEE:

Lechonera Sajoma, LLC

By: Alex Estévez
Its: _____ Date 3/8/19

By: Lidia Estévez
Its: _____ Date 3/8/19

By: Juan Tejada
Its: _____ Date 3/8/19

#105 Lechonera Sajoma, LLC.
Restaurant Lease Agreement

Witness to Lessor

Witness to Lessee

Witness to Lessee

Witness to Lessee

Lessor JT
Lessee ALF J.T.

90220

AMENDMENT OF OPERATING AGREEMENT
of
Lechonera Sajoma, LLC.

AE

This Amendment of The Operating Agreement (the "Agreement") made and entered into this 2ND day of September, 2020 (the "Execution Date"),

BETWEEN:

Alex Estevez of 8341 Narcoossee Road, Apt #6307, Orlando, FL 32837;
Lidia Altagracia of 8341 Narcoossee Road, Apt #6307, Orlando, FL 32837;

and

Juan Tejada of 452 U.S. Highway 17-92 N, Haines City, FL 33844.

IN CONSIDERATION OF and as a condition of the Members entering into this Amendment to the Operating Agreement and other valuable consideration, the receipt and sufficiency of which is acknowledged, the Members agree as follows:

(1) That the previous operating agreement entered into by the parties is amended to show Juan Tejada as 100% owner of the Corporation and as registered agent.

(2) That Juan Tejada will have the sole authority to make all day to day decisions for the Corporation.

(3) Notwithstanding the above, **Alex Estevez** and **Lidia Altagracia**, will have the opportunity to buy back into **Lechonera Sajoma, LLC** on the following terms/conditions:

(a) **Alex Estevez** and **Lidia Altagracia** will pay Juan Tejada, \$200,000.00 for 40% interest/share in the corporation;

(b) Said amount must be paid within 90 days of execution of this agreement;

(c) if the transaction is not completed within 90 days of date of execution of this agreement then the offer is null and void

(4) Each member consents to attorney Luis Davila Esq. preparing this operating agreement and have had the opportunity to seek independent counsel.


AE

IN WITNESS WHEREOF the members have duly affixed their signatures under hand and seal on this 2ND day of September 2020.

90220

Signed, Sealed, and Delivered
in the presence of:

Witness



Alex Estevez

Witness


Witness



Lidia Altagracia

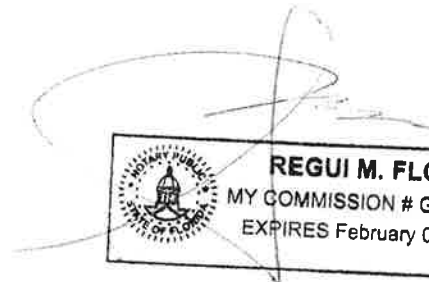
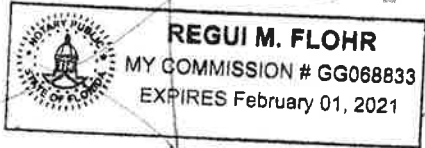
Witness

Witness



Juan Tejada

Witness

 9-2-20.

REGUI M. FLOHR
MY COMMISSION # GG068833
EXPIRES February 01, 2021



CITY OF BELLE ISLE, FLORIDA

1600 Nela Avenue
Belle Isle, Florida 32809
(407) 851-7730 • FAX (407) 240-2222
www.cityofbelleislefl.org

July 2, 2019

ARCHIVE

Alex Estevez
Lechonera Sajoma, LLC
1919 McCoy Road
Orlando, FL 32809

Re: 1919 McCoy Road Site Plan Approval

Dear Mr. Estevez,

This letter is to inform you that the site plan approval has been granted with conditions for your restaurant at 1919 McCoy Road in Belle Isle, Florida. These conditions are identified below and must be submitted with your building permit application package submitted to Universal Engineering Sciences for staff review and approval prior to any building permit being issued for interior renovations to the building.

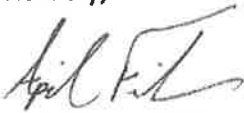
At the June 25, 2019 Planning and Zoning Board meeting, a site plan was approved to allow the proposed restaurant subject to the following conditions:

1. Please remove the employee parking area referenced on the site plan that was submitted to the Planning and Zoning Board and resubmit for staff review with building permit application(s).
2. Prepare a parking lot striping plan to meet the Belle Isle Land Development Code with respect to number of spaces required and submit for staff review with building permit application(s).
3. Prepare a landscaping plan that meets Belle Isle Land Development Code requirements from when the original building was permitted (2004) and submit for staff review with building permit application(s).
4. A separate dumpster permit shall be required as part of the building permit process if the current dumpster facilities are being replaced/changes or do not comply with code; or, the applicant may submit certification that the existing dumpster facilities comply with code.
5. The landscape enhancements shall be maintained by the restaurant.

6. If any additional outside lighting is ever proposed, a lighting plan with foot-candle information shall be required as part of the building permit application process to ensure no light pollution occurs onto adjacent residential properties.
7. A separate sign permit application is required.
8. The business operating hours will be from 7:00 am to 9:00 pm and there will be no sale of alcohol.

Congratulations on the approval of your site plan with the above conditions. Please let me know if you have any questions.

Sincerely,

A handwritten signature in black ink, appearing to read "April Fisher". The signature is fluid and cursive, with the first name "April" and last name "Fisher" clearly distinguishable.

**April Fisher, AICP
City Planner**