



CITY OF MADEIRA BEACH
PLANNING & ZONING DEPARTMENT
300 MUNICIPAL DRIVE ♦ MADEIRA BEACH, FLORIDA 33708
(727) 391-9951 EXT. 255
planning@madeirabeachfl.gov



ALCOHOLIC BEVERAGE PERMIT APPLICATION

Applicant: Name and Address

Property Owner: Name and Address

Osaka Japanese and Thai of Madeira beach
696 150th Ave
Madeira Beach, FL, 33708

Publix Real Estate
150th Ave
Madeira Beach, FL, 33708

Telephone: (727) 483-4869
Email: m.Chenlada@hotmail.com

Telephone: (863) 688-1188 Ext. 52288
Email: Amber.Moulton@publix.com

Type of Ownership: Individual Partnership Corporation LLC

Name of Business: Osaka Japanese and Thai Business Phone: _____

Parcel Identification: 03-31-15-25128-001-0010

Legal Description: EDGEWATER ESTATES UNIT 12 PTS OF BLK 1, LOT 1
& BLK 2, LOT 1 DESC AS BEG MOST WLY COR OF LOT 1, BLK 1 TH
N SIDE 558 FT TH S SIDE 40 FT (S) TH S SIDE 362 FT
Number of Seats: Inside: 91 Outside: _____

Number of Employees: 10

Zoning District: MADEIRA BEACH (MB) C-3

Future Land Use: COMMERCIAL GENERAL

Classification:

- Package store, beer & wine
- Package store, beer, wine, liquor
- Bar
- Retail Store, beer, wine
- Restaurants
- Club
- Charter Boats

Number of Parking Spaces: 190 HHC Parking Spaces: 8 H Bike Racks: 3

DISCLAIMER: According to Florida Statutes, Chapter 119, it is the policy of this state that all state, county, and municipal records are open for personal inspection and copying by any person. Providing access to public records is a duty of each agency. All documents and information not specified in F.S. 119.071 and 119.0713 are subject to public record requests.

Hours of Operation:

Monday: 11:00 am - 11:00 pm

Tuesday: 11:00 am - 11:00 pm

Wednesday: 11:00 am - 11:00 pm

Thursday: 11:00 am - 11:00 pm

Friday: 11:00 am - 11:00 pm

Saturday: 11:00 am - 11:00 pm

Sunday: 11:00 am - 11:00 pm

General Description of Business: Full Service Restaurant
2 COP

Supporting Materials Required:

- Property Owner's Written Approval
- Property Survey
- Site Plan

Package Store Requisition: On a separate attached page, please answer the following questions:

1. The extent to which the location and the extent to which the proposed alcoholic beverage request will adversely affect the character of the existing neighborhood.
2. The extent to which traffic generated as a result of the location of the proposed alcoholic beverage request will create congestion or present a safety hazard.
3. Whether or not the proposed use is compatible with the particular location for which it is proposed.
4. Whether or not the proposed use will adversely affect the public safety.
5. No application for review under this section shall be considered until the applicant has paid in full any outstanding charges, fees, interest, fines or penalties owned by the applicant to the City under any section of the code.

1. The extent to which the location and extent to which the proposed alcoholic beverage request will adversely affect the character of the existing neighborhood.

Having alcoholic beverages will not adversely affect the neighborhood, as there are several locations surrounding the location that provide alcoholic beverages.

2. The extent to which traffic generated as a result of the location of the proposed alcoholic beverage request will create congestion or present a safety hazard.

It will not present a traffic congestion problem, as there are several locations nearby that also provide alcoholic beverages.

3. Whether or not the proposed use is compatible with the particular location for which it is proposed.

It is compatible as there are several locations nearby that also provide alcoholic beverages.

4. Whether or not the proposed use will adversely affect the public safety.

The proposed location will not adversely affect the public safety, as there are several locations nearby that also provide alcoholic beverages.

5. No application for review under this section shall be considered until the applicant has paid in full any outstanding charge, fees, interest, fines or penalties owned by the applicant to the City under any section of the code.


No fees are owed at this time as this is our first location in the Madeira Beach area.

ABP #: _____

Affidavit of Applicant:

I understand that this Alcoholic Beverage Permit Application, with its attachments, becomes a permanent record for the City of Madeira Beach and hereby certify that all statements made herein together with any attachments, are true to the best of my knowledge.

ABP #: 2024-01

Signature of Applicant:  Date: _____

****For City of Madeira Beach Use Only****

Fee: **\$800.00** Check # _____ Cash Receipt # _____

Date Received: 1-12-24 Received by: 

ABP# Assigned: 2024-01

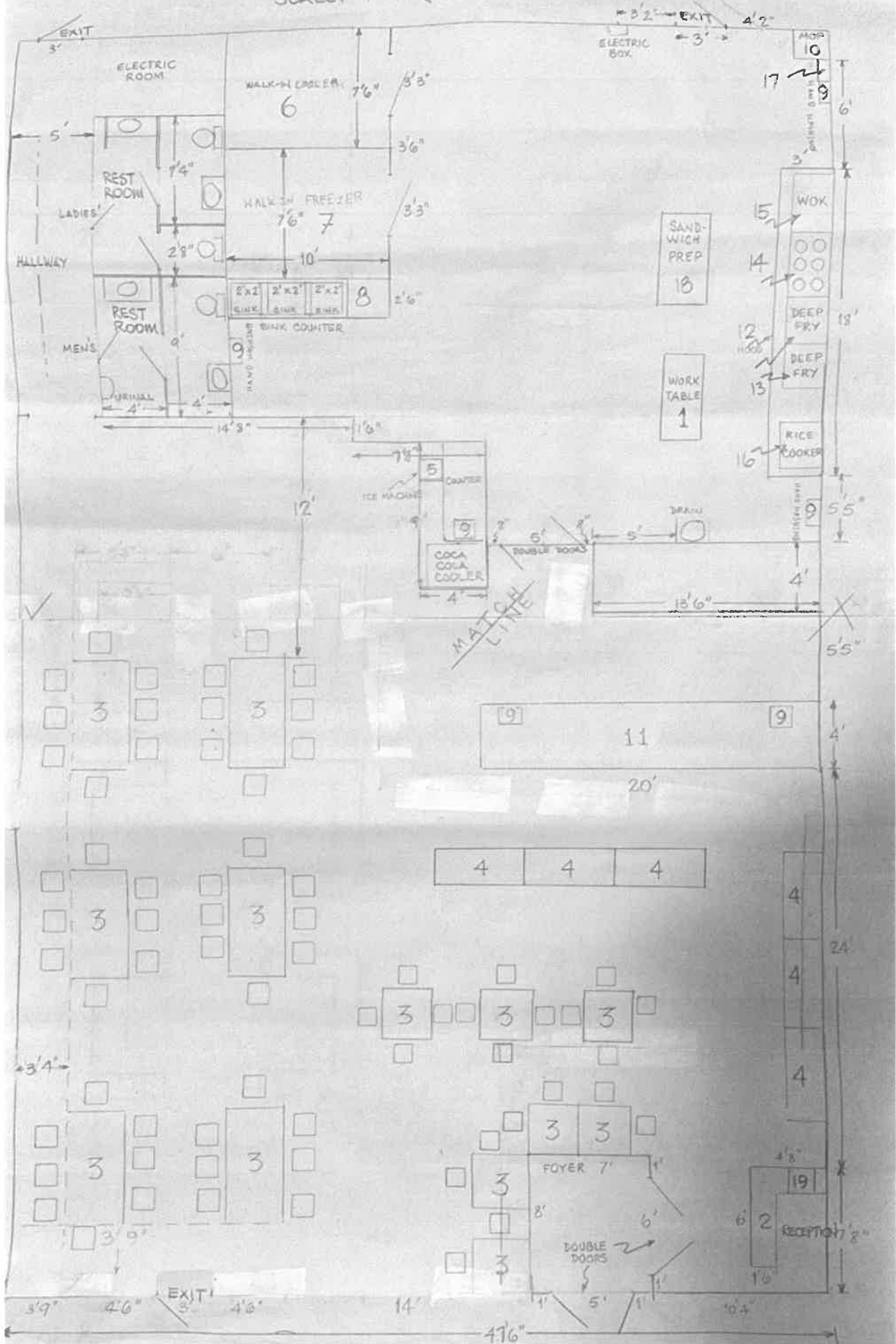
BOC Hearing Date: 2-14-24 Approved Denied

Community Development Director Date: _____

City Manager Date: _____

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SCALE: 1" = 3' (1/4" = 3 FT.)



LEASE AGREEMENT

Between

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

and

OSAKA JAPANESE AND THAI OF MADEIRA BEACH, INC.,
a Florida corporation,
as Tenant,

Dated
as of

_____, 2023

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

ARTICLE 2 - TERM

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

2.2 **Option to Renew.** Tenant shall have and is hereby granted one (1) option to renew the Term of this Lease for an additional five (5) Lease Years (the "Renewal Term"); subject to the conditions set forth in this Section 2.2. The Renewal Term shall be upon the same terms, covenants, conditions and Rent as set forth herein, subject to adjustments to the Base Rent described in Section 4.2 below; provided that: (i) Tenant is not in default of the Lease at the time of exercise of the renewal option, nor in default on the date of commencement of the Renewal Term; (ii) Tenant is the original Tenant under this Lease and has not acquired its interest in this Lease pursuant to Article 13 below; and (iii) Tenant has not been late in the payment of Rent more than twice during any twelve (12) month period during the Initial Term. Tenant may exercise the renewal option by giving written notice to Landlord not less than six (6) months, nor more than nine (9) months, prior to the expiration of the Initial Term. Should Tenant fail to give Landlord such timely written notice during the required period, all remaining rights of renewal shall automatically expire.

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

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

(b) Tenant may take occupancy of the Premises upon receipt of written notice of delivery of the Premises from Landlord, but Tenant's right to take occupancy is contingent upon Tenant delivering to Landlord the following: (i) one month's Rent pursuant to Article 4 of this Lease (although not credited until the Commencement Date); (ii) security deposit pursuant to Section 4.11 of this Lease; and (iii) certificate(s) of insurance pursuant to Article 8 of this Lease.

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

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

ARTICLE 3 - USE AND OPERATION OF PREMISES

3.1 **Permitted Use.** Tenant covenants that throughout the Term, Tenant shall continuously use and occupy the Premises solely and only for the purpose of operating thereon a Japanese Sushi and Thai restaurant, offering sit down dining and carry-out service, and the sale of beer and wine for on-premises consumption only (provided Tenant maintains all insurance required under this Lease, including, without limitation, "dram shop" liability insurance in accordance with Rider 1.1(l) - "Addendum to Lease") (the "Permitted Use"), and for absolutely no other use or purpose whatsoever. Tenant shall conduct its business in the Premises solely under the trade name specified in Section 1.1(a).

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