



***Application No.:***

***V-2018-025(f)***

**Attachment "B"**

**Variance Application**

**Ross Stores Inc**

**VARIANCE**

**V-2018-025(f)**

**A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, APPROVING A VARIANCE APPLICATION FOR ROSS LOCATED AT 18437 S. DIXIE HIGHWAY, TO PERMIT FOUR (4) BANNER SIGNS TO BE FORTY EIGHT (48) SQUARE FEET WHERE SIXTEEN (16) SQUARE FEET IS PERMITTED; AND PROVIDING FOR AN EFFECTIVE DATE.**



## VARIANCE APPLICATION

LIST ALL FOLIO #S: 36-60050670010

DATE RECEIVED: APRIL 19, 2018

PROPOSED PROJECT NAME: ROSS- DRESS FOR LESS

1. **NAME OF APPLICANT** (Provide complete name of applicant, exactly as recorded on deed, if applicable. If applicant is a lessee, an executed 'Owner's Sworn-to-Consent' and copy of a valid lease for 1 year or more is required. If the applicant is a corporation, trust, partnership, or like entity, a 'Disclosure of Interest' is required).

ROSS STORES, INC

JENNIFER WOLFE FOR ROSS STORES, INC

2. **APPLICANT'S MAILING ADDRESS, TELEPHONE NUMBER:**

Mailing Address: 4440 ROSEWOOD DRIVE

City: PLEASANTON State: CA Zip: 94588 Phone#: 925-965-4400

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

Owner's Name (Provide name of ALL owners): SOUTH DADE SHOPPING CENTER, LLC;  
C/O WOOLBRIGHT DEVELOPMENT, INC  
PRINCIPAL REAL EST INVESTORS

Mailing Address: 3200 N MILITARY TRAIL- 4TH FLOOR

City: BOCA RATON State: FL Zip: 33431 Phone#: 561-989-2240

4. **CONTACT PERSON'S INFORMATION:**

Name: JENNIFER WOLFE Company: IT'S PERMITTABLE, LLC

Mailing Address: 39-B HAZEL STREET

City: PORTERDALE State: GA Zip: 30014

Phone# 770-568-8867 Fax# \_\_\_\_\_ E-mail: JW@ITSPERMITTABLE.COM





## 5. LEGAL DESCRIPTION OF ALL PROPERTY COVERED BY THE APPLICATION

(Provide complete legal description, i.e., lot, block, subdivision name, plat book & page number, or metes and bounds. Include section, township, and range. If the application contains multiple rezoning requests, then a legal description for each sub-area must be provided. Attach separate sheets, as needed).

PARCEL 1: TRACT A, OF SOUTH DADE SHOPPING CENTER ACCORDING TO THE PLAT THEREOF AS RECORDED

IN PLAT BOOK 123, PAGE 68 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA. LESS AND EXCEPT FROM THE ABOVE DESCRIBED TRACT, THE FOLLOWING PARCEL. COMMENCE AT THE MOST WESTERLY SOUTHWEST CORNER OF SAID TRACT "A" THENCE NORTH 20 DEGREES 30 MINUTES 15 SECONDS EAST ALONG THE WESTERLY LINE OF U.S. HIGHWAY NO.1 (STATE ROAD NO. 5) (DIXIE HIGHWAY) FOR 110.22 FEET; THENCE SOUTH 69 DEGREES 28 MINUTES 53 SECONDS EAST FOR 11.97 FEET TO THE POINT OF THE BEGINNING OF THE HEREINAFTER DESCRIBED PARCEL OF LAND; THENCE NORTH 20 DEGREES 30 MINUTES 15 SECONDS EAST ALONG A LINE BEING PARALLEL WITH AND 11.97 FEET EASTERLY OF SAID WESTERLY LINE OF TRACT "A", ALSO BEING THE EASTERLY RIGHT-OF-WAY LINE IF U.S. HIGHWAY NO.1 (STATE ROAD NO. 5) (DIXIE HIGHWAY) FOR 234.04 FEET; THENCE SOUTH 69 DEGREES 24 MINUTES 39 SECONDS EST FOR 174.67 FEET; THENCE SOUTH 20 DEGREES 30 MINUTES 15 SECONDS WEST FOR 233.82 FEET; THENCE NORTH 69 DEGREES 28 MINUTES 53 SECONDS WEST FOR 174.67 FEET TO THE POINT OF BEG.

PARCEL 2: RIGHTS, PRIVILEGES AND EASEMENTS PURSUANT TO DECLARATION OF RESTRICTIOS, COVENANTS AND CONDITIONS AND GRANT OF EASEMENTS RECORDED IN O.R. BOOK 23150, PAGE 4013, PUBLIC RECORDS OF MIAM, DADE COUNTY, FLORIDA AS AMENDED BY AMENDMENT TO DECLARATION OF RESTRICTIONS, COVENANTS AND CONDITIONS AND GRANT OF EASEMENTS RECORDED IN O.R. BOOK 25710, PAGE 4687, PUBLIC RECORDS OF MIAMI DADE COUNTY, FLORIDA

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

18437 S DIXIE HWY. CUTLER BAY, FL 33157

7. SIZE OF PROPERTY (in acres): 2820 (divide total sq. ft. by 43,560 to obtain acreage)

8. DATE PROPERTY ☐ acquired ☒ leased: \_\_\_\_\_

9. LEASE TERM: \_\_\_\_\_ Years (Month & year)

10. IF CONTIGUOUS PROPERTY IS OWNED BY THE SUBJECT PROPERTY OWNER(S), provide Complete legal description of said contiguous property.

N/A



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

N/A

12. PRESENT ZONING AND FLU CLASSIFICATION: TRC- COMMERCIAL RETAIL

13. PROPOSED USE OF PROPERTY (describe nature of the request in space provided)

THE PROPOSAL IS FOR A VARIANCE FOR ZONING RELIEF TO INCREASE THE QUANTITY, AND SQUARE FOOTAGE OF PERMANENT SIGNAGE AS WELL AS REQUEST APPROVAL FOR ALLOWANCES THAT EXCEED THE QUANTITY, SQUARE FOOTAGE AND DURATION FOR TEMPORARY SIGNAGE.

14. Has a public hearing been held on this property within the last year & a half?

☒ No ☐ yes.

If yes, provide applicant's name, and date, purpose and results of hearing, and resolution number:

15. Is this hearing a result of a violation notice?

☒ No ☐ yes. If yes, give name to whom the Violation notice was served and describe the violation:

16. Does property owner own contiguous property to the subject property? If so, give complete legal description of entire contiguous property:

N/A

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

Use: \_\_\_\_\_ Year: \_\_\_\_\_



**18. Submitted Materials Required:**  
**Please check all that Apply:**

- ☒ Letter of intent
- ☒ Justifications for change
- ☒ Statement of hardship
- ☒ Proof of ownership or letter from owner
- ☒ Power of attorney
- ☒ Contract to purchase (if applicable)
- ☒ Current survey (2 original sealed and signed and 10 reduced 11x17 copies)
- ☒ Complete set of plans 24'x36", scale 1"=50' (2 original sealed and signed and 10 reduced 11x17 copies)
- ☒ Colored rendering of all 4 sides of each proposed building (If applicable)
- ☒ 20% Property owner signatures (If required)
- ☒ Mailing Labels (set amount depends on number of hearings) and map (If required)
- ☒ Required Fee(s)
- ☒ Plans must be approved by Miami-Dade County Fire and Rescue Department with an original stamp and signature from the Fire Dept.
- ☒ Necessary documentation from DERM and WASD





### APPLICANT'S AFFIDAVIT

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

### OWNER OR TENANT AFFIDAVIT

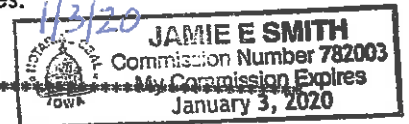
(I)(WE), KEVIN STUBBS, being first duly sworn, depose and say that (I am)(We are) the ☒ owner ☐ tenant of the property described and which is the subject matter of the proposed hearing.

[Signature]  
Signature Kevin J. Stubbs  
Director  
Engineering Services

[Signature]  
Signature

Sworn to and subscribed to before me  
This 19th day of April, 2018

Notary Public: Jamie E Smith  
Commission Expires: 1/3/20



### CORPORATION AFFIDAVIT

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

Attest: Kathleen Byers

[Signature]  
Authorized Signature Kevin J. Stubbs  
Director  
Engineering Services

(Corp. Seal)

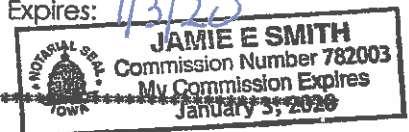
Office Held

Sworn to and subscribed to before me

This 19th day of April, 2018

Notary Public: Jamie E Smith

Commission Expires: 1/3/20





**PARTNERSHIP AFFIDAVIT**

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

By \_\_\_\_\_ %  
By \_\_\_\_\_ %

\_\_\_\_\_  
(Name of Partnership)  
By \_\_\_\_\_  
By \_\_\_\_\_

Sworn to and subscribed to before me  
This \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

Notary Public: \_\_\_\_\_  
Commission Expires: \_\_\_\_\_

\*\*\*\*\*

**ATTORNEY AFFIDAVIT**

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

\_\_\_\_\_  
Signature

Sworn to and subscribed to before me  
This \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

Notary Public: \_\_\_\_\_  
Commission Expires: \_\_\_\_\_







### RESPONSIBILITIES OF THE APPLICANT

#### **I AM AWARE THAT:**

1. The Department Environmental Resources Management (DERM), and other agencies review and critique zoning applications which may affect the scheduling and outcome of applications. These reviews may require additional public hearings before DERM's Environmental Quality Control Board (EQCB), or other boards, and /or the proffering of agreements to be recorded. I am also aware that I must comply promptly with any DERM conditions and advise this office in writing if my application will be withdrawn.
2. Filing fees may not be the total cost of a hearing. Some requests require notices to be mailed to property owners up to a mile from the subject property. In addition to mailing costs, fees related to application changes, plan revisions, deferrals, re-advertising, etc., may be incurred. Application withdrawn within 30 days of the filing are eligible for a refund of 25% of the hearing fee but after that time hearings withdrawn or returned will be ineligible for a refund. I understand that fees must be paid promptly.
3. The South Florida Building Code requirements may affect my ability to obtain a building permit even if my zoning application is approved; and that a building permit will probably be required. I am responsible for obtaining permits and inspections for all structures and additions proposed, or built without permits. And that a Certificate of Use and Occupancy must be obtained for the use of the property after it has been approved at Zoning Hearing, and that failure to obtain the required permits and/or Certificates of Completion or of Use and Occupancy will result in enforcement action against any occupant and owner. Submittal of the Zoning Hearing application may not forestall enforcement action against the property.
4. The 3<sup>rd</sup> District Court of Appeal has ruled that zoning applications inconsistent with the Comprehensive Development Master Plan (CDMP) cannot be approved by a zoning board based upon considerations of fundamental fairness. Therefore, I acknowledge that if the hearing request is inconsistent with the CDMP and I decide to go forward then my hearing request can only be denied or deferred, but not approved.
5. In Miami-Dade County v. Omnipoint Holdings, Inc. Case No. 3d01-2347 (Fla. 3<sup>rd</sup> DCA 2002), the 3<sup>rd</sup> District Court of Appeal has held invalid the standards for non-use variances, special exceptions, unusual uses, new uses requiring a public hearing and modification of covenants. This is not a final decision and the County Attorney's Department professional staff to develop new standards that will address the Court's concerns. While the new standards are being developed, applicants are advised that any non-use variance, special exception, unusual use, new use requiring a public hearing or request for modification of covenants granted under the existing standards are subject to being reversed in the courts. An applicant wishing to avoid the substantial legal risks associated with going forward under the existing standard may seek a deferral until the new standards are developed.
6. Any covenant to be proffered must be submitted to the Town of Cutler Bay Legal Counsel, on Town form, at least 1 month prior to the hearing date. The covenant will be





### DISCLOSURE OF INTEREST

If the property, which is the subject of the Application, is owned or leased by a **CORPORATION**, list the Principal Stockholders and the percentage of stock owned by each. NOTE: Where the Principal Officers or Stockholders consist of another Corporation(s), Trustee(s), Partnership(s) or other similar entities, further disclosure shall be required which discloses the identity of the individual(s) (natural persons) having the ultimate ownership interest in the aforementioned entity.

See attached  
Corporation Name

Name, Address and Office

Percentage of stock

See attached

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

If the property, which is the subject of the Application, is owned or leased by a **TRUSTEE**, list the Principal Stockholders and the percentage of stock owned by each. NOTE: Where the Principal Officers or Stockholders consist of another Corporation(s), Trustee(s), Partnership(s) or other similar entities, further disclosure shall be required which discloses the identity of the individual(s) (natural persons) having the ultimate ownership interest in the aforementioned entity.

\_\_\_\_\_  
Trust Name

Name, Address and Office

Percentage of stock

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

If the property, which is the subject of the Application, is owned or leased by a **PARTNERSHIP or LIMITED PARTNERSHIP**, list the Principal Stockholders and the percentage of stock owned by each. NOTE: Where the Principal Officers or Stockholders consist of another Corporation(s), Trustee(s), Partnership(s) or other similar entities, further disclosure shall be required which discloses the identity of the individual(s) (natural persons) having the ultimate ownership interest in the aforementioned entity.

\_\_\_\_\_  
Partnership or Limited Partnership Name

Name, Address and Office

Percentage of stock

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_



STATEMENT  
OF  
OWNERSHIP

The undersigned states as follows:

1. That I am the duly appointed and acting Assistant Secretary of Principal Financial Group, Inc., a corporation formed under the laws of the State of Delaware, on April 18, 2001.
2. That Principal Financial Group, Inc. is the 100% direct and sole owner of Principal Financial Services, Inc., a corporation formed under the laws of the State of Iowa, on April 19, 2001.
3. That Principal Financial Services, Inc. is the 100% direct and sole owner of Principal Life Insurance Company, a corporation formed under the laws of the State of Iowa, on June 24, 1879.
4. That Principal Life Insurance Company is the 100% direct and sole owner of South Dade Shopping, LLC, a limited liability company formed under the laws of the State of Delaware, on December 11, 2012.

Dated at Des Moines, Iowa, this 20th day of April 2018.

A handwritten signature in blue ink, appearing to read 'C. Drexler', written over a horizontal line.

Catherine M. Drexler, Assistant Secretary  
Principal Financial Group, Inc.



### COST RECOVERY AFFIDAVIT

I hereby acknowledge and consent to the payment of **all applicable fees** involved as part of my application process. These fees include but are not limited to: application fees, postage, advertising, and attorney fees **regardless of the outcome of the public hearing.**

Please type or print the following:

Date: 4/19/2018

Public Hearing No. \_\_\_\_\_

Full Name:

I Mr. ☒ Mrs. ☐ Ms. JENNIFER WOLFE

Current Address: 39-B HAZEL STREET City: PORTERDALE

State: GA Zip: 30014 Telephone Number (770) 588-8867

Date of Birth: 12-28-1974

Signature [Signature]

SWORN AND SUBSCRIBED BEFORE ME THIS 26<sup>th</sup> DAY OF April 20 18

[Signature]  
Notary Public, State of Florida at Large

My Commission expires Feb 1 20 19

Pursuant to Ordinance No. 2000-09-33-Cost Recovery



# LETTER OF INTENT

6/19/18

To: Town of Cutler Bay  
10720 Caribbean Blvd.  
Suite 105  
Cutler Bay, FL 33189

RE: ROSS – DRESS FOR LESS

Please let this letter serve as our intent to seek a resolution of the Mayor and Town Council of the Town of Cutler Bay, Florida, approving a variance application for Ross located at 18437 S. Dixie Highway, to permit a two (2) banner signs to be forty eight (48) square feet where sixteen (16) square feet is permitted; and providing for an effective date

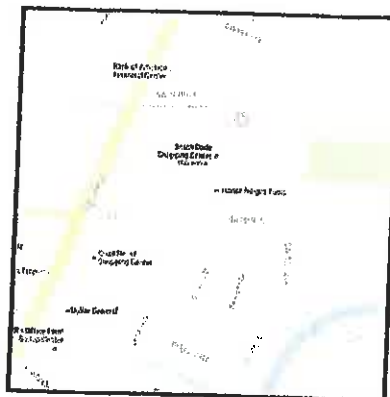
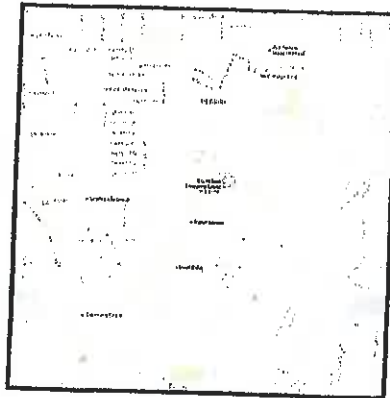
Zoning relief is being sought from the following ordinances:

- Chapter 3, Article 8, Section 3-119(b) **Temporary Signs**- Special event or banner signs to exceed maximum square footage.

We are requesting the consideration for the proposed temporary signage allowance for (2) temporary banners at 48 square feet to be installed for a period of 30 days. Banners will flip over to reveal a different message as the project progresses through construction and store opening. Banners are proposed to be installed on both the front and rear elevation due to the following circumstances that are present:

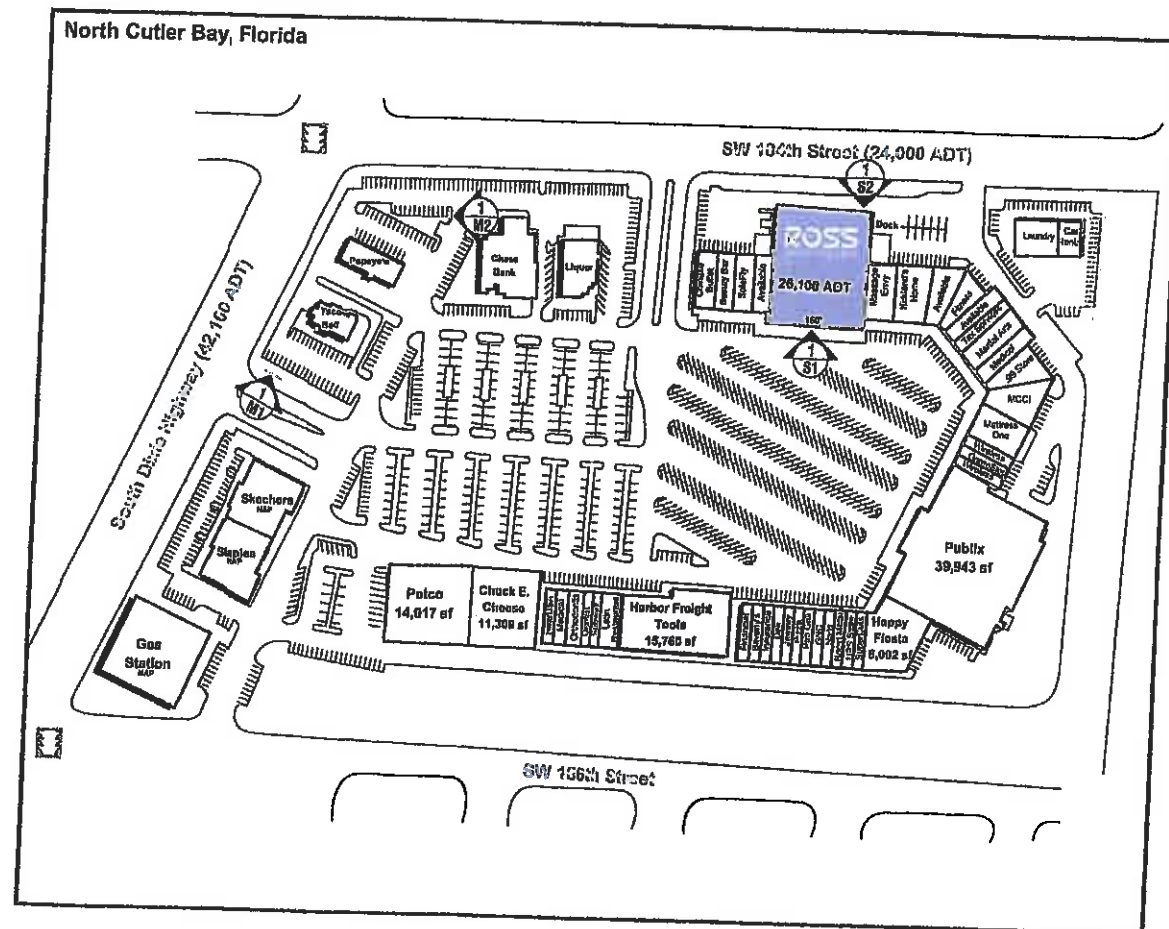
- Size of the leased tenant space
- Store front with a large rear elevation sign band area with a length of 36'9" facing SW 184<sup>th</sup> Street
- Store front with a large front elevation sign band area with a length of 53'5" in length
- Setback from the road to the front entrance of the store

Thank you in advance for your consideration.



**VICINITY MAP**

NOT TO SCALE



**SITE PLAN**

NOT TO SCALE

EXHIBIT \_\_\_\_\_

PAGE \_\_\_\_\_ OF \_\_\_\_\_

**Kieffer**  
SIGNAGE

B71831A

**2010 KIEFFER & SONS, INC.**  
2010 Kieffer & Sons, Inc.  
3000 South Dixie Highway - Suite 100, North Cutler Bay, FL 33193  
PHONE: (305) 350-1235 FAX: (305) 350-1548  
www.kiefferusa.com

U.S. DEPARTMENT OF JUSTICE  
FEDERAL BUREAU OF INVESTIGATION  
CIVIL RIGHTS DIVISION  
WASHINGTON, D.C. 20535

**ROSS**  
DRESS FOR LESS

**#2040 NORTH CUTLER BAY**

South Dixie Shopping Center  
SEC. 5, Dixie Hwy & SW 184th Street  
Cutler Bay, FL

drawn  
25 REMOVED

10/26/16  
1/16/17

10/26/16

1/16/17

**K**

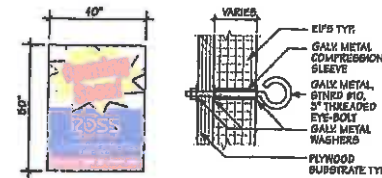
**ROSS STORES, INC. REQUIRES AND WILL PROVIDE:**

**Temporary "Opening Soon / Now Open" banner package consisting of the following elements on storefront:**

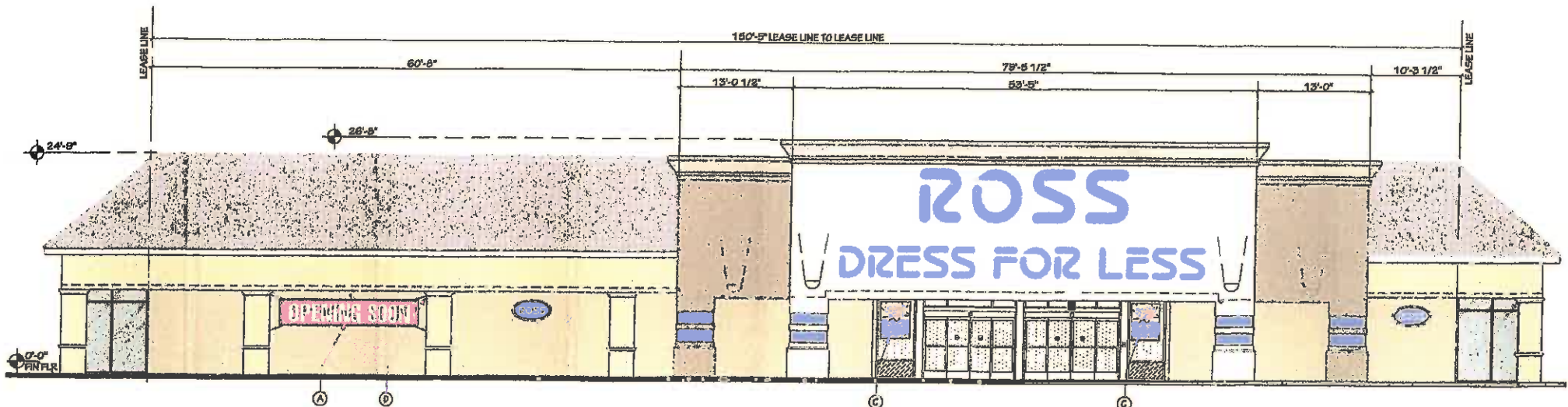
- (A)** 3'-0" x 18'-0" "Opening Soon / Now Open" ("Grand Opening" New Markets only)  
combination double-layered changeable banner (min. 1 req.).  
Install banner along with the installation of the building signs.  
Tie off to eyebolts (by Landlord)
- (C)** 40" x 50" "Rolls Dress For Less Opening Soon" window banners (2 min.)
- (D)** One set of five (5) Threaded Eye-Bolts at 4'-0" high x 18'-0" wide  
for banner attachment as specified per Sheets 51 and 01a.



1. THE STATE OF TEXAS, COUNTY OF DAWSON, do hereby certify that JOHN L. GUNTER, of the County of DAWSON, State of TEXAS, is the duly qualified and authorized agent of the DAWSON COUNTY, State of TEXAS, to execute and deliver the foregoing instrument, and to perform all other acts and duties which may be required of him in connection with the execution and delivery of the same.



(C) WINDOW BANNER DETAIL. (D) TYP. EYE-BOLT DETAIL.  
 SCALE: 1/4" = 1'-0" FOR E.I.F.S. WALL N.T.S.



① STOREFRONT • SOUTH • 186TH STREET • ELEVATION

**SCALE: 3/32" = 1' - 0"**

**NOTES:**

Specific conditions and codes will vary by location. Kleffler Signs to provide site-specific plans prior to installation. "Opening Soon" construction banner package to be provided and installed by Kleffler Signs. Banners to be installed only on surfaces approved by

Do not install banners directly on dryvit (E.I.F.S.) wall(s).  
Kleffer Signs to seal, patch and touch up all other wall penetrations  
due to installation upon removal of banners.

Ross Stores Inc. reserves the right to install any other temporary opening promotional material or element they deem appropriate.



**#2040 NORTH CUTLER BAY**

South Dade Shopping Center  
SEC S. Dixie Hwy & SW 184th Street  
Cutler Bay, FL

drawn	10/26/16
KEY CORNICE COLOR	11/14/18
PER CLIENT SPECIFICATIONS	11/17/18
RELOCATE EYE BOLTS TO ORIGINAL POSITION	12/13/18
NEW ELEVATION PER JC	1/16/17

01b







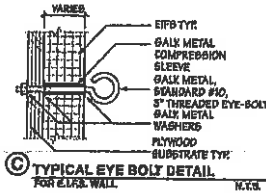
**ROSS STORES, INC. REQUIRES AND WILL PROVIDE:**

Temporary "Now Open" banner package consisting of the following elements on storefront:

- (A) 3'-0" x 18'-0" "Opening Soon / Now Open" ("Grand Opening" at New Markets only) combination double layered changeable banner (1 min). Install banner along with the installation of the building signs (see Sheet 01b). Tie off to eye-bolts at tile niche (by landlord). Remove top banner layer to reveal "Now Open" or "Grand Opening" banner on the day of store opening.

- (C) One (1) set of FIVE (5) Threaded Eye-Bolts each at 4'-0" high x 18'-0" wide for banner attachment as shown.

- (E) Remove Window Banners

**NOTES:**

Specific conditions and codes will vary by location.  
Kieffer Signs to provide site-specific plans prior to installation.  
"Opening Soon" construction banner package to be provided and installed by Kieffer Signs.  
Banners to be installed only on surfaces approved by Ross Stores.

Do not install banners directly on dryvit (E.I.F.S.) wall(s).  
Kieffer Signs to seal, patch and touch up all other wall penetrations due to installation upon removal of banners.

Ross Stores Inc. reserves the right to install any other temporary opening promotional material or element they deem appropriate.

**EXHIBIT**

PAGE \_\_\_\_ OF \_\_\_\_

**① STOREFRONT • SOUTH • 186TH STREET • ELEVATION**

SCALE: 3/32" = 1'-0"

**Kieffer**  
SIGN  
B718310

**ROSS STORES, INC.**  
540 West 9th Street - Universal City, IL 60188  
PHONE: (847) 828-1235 FAX: (847) 828-1540  
www.rossstores.com

**ROSS**  
DRESS FOR LESS

**#2040 NORTH CUTLER BAY**

South Dade Shopping Center

Cutler Bay, FL

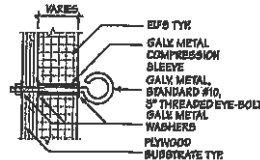
drawn 10/26/16  
REV CORNICE COLOR 11/14/16  
PER CLIENT SPECIFICATIONS 11/17/16  
RELOCATE EYE BOLTS TO ORIGINAL POSITION 12/13/16  
NEW ELEVATION PER JO 1/16/17  
REMOVE PENNANTS 6/13/16

**SHEET**  
**N01**

**ROSS STORES, INC. REQUIRES AND WILL PROVIDE:**

Temporary "Now Open" banner package consisting of the following elements on storefront:

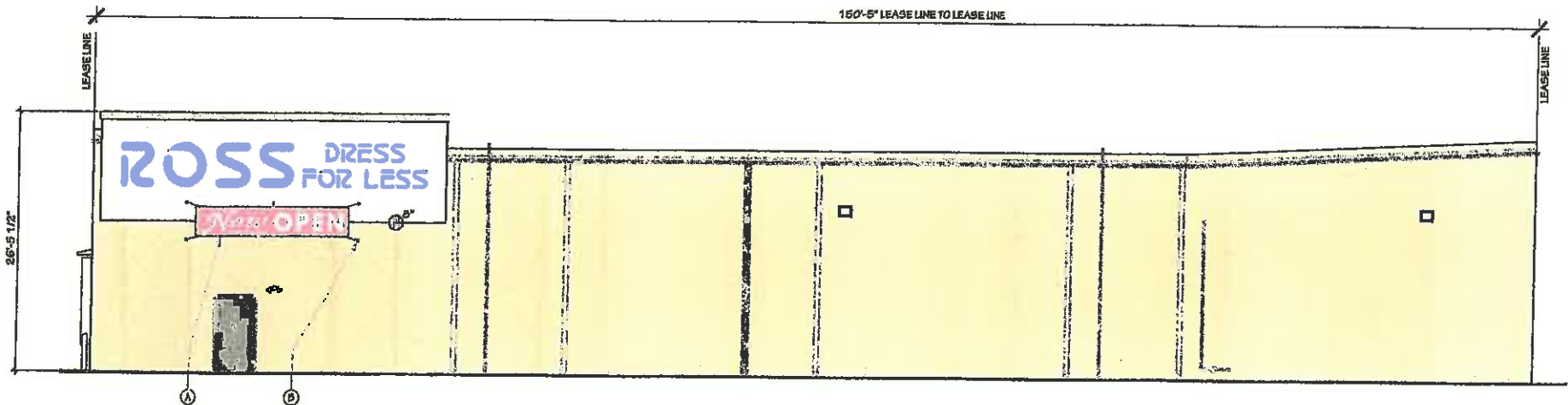
- (A) 3'-0" x 10'-0" "Opening Soon / Now Open" ("Grand Opening" at New Markets only) combination double layered changeable banner (1 min). Install banner along with the installation of the building signs (see Sheet 02b). Tie off to eye-bolts at tile niche (by landlord). Remove top banner layer to reveal "Now Open" or "Grand Opening" banner on the day of store opening.
- (B) One (1) set of five (5) Threaded Eye-Bolts at 3'-9" high x 18'-0" wide for banner attachment as shown.



(B) TYPICAL EYE BOLT DETAIL  
FOR EIFS WALL N.T.S.



(A) "NOW OPEN" BANNER DETAIL  
SCALE 3/16 = 1'-0"



**NOTES:**

Specific conditions and codes will vary by location.  
Kieffer Signs to provide site-specific plans prior to installation.  
"Opening Soon" construction banner package to be provided and installed by Kieffer Signs.  
Banners to be installed only on surfaces approved by Ross Stores.

Do not install banners directly on dryvit (E.I.F.S.) wall(s).  
Kieffer Signs to seal, patch and touch up all other wall penetrations due to installation upon removal of banners.

Ross Stores Inc. reserves the right to install any other temporary opening promotional material or element they deem appropriate.

EXHIBIT \_\_\_\_\_  
PAGE \_\_\_\_ OF \_\_\_\_

① REAR • NORTH • 184TH STREET • ELEVATION

SCALE: 3/32" = 1'-0"

**Kieffer**  
SIGNAGE  
B71831P

**ROSS KIEFFER & CO., INC.**  
580 West Street • Tallahassee, FL 32304  
PHONE: (904) 526-1250 FAX: (904) 526-1010  
www.kieffersigns.com

**ROSS**  
DRESS FOR LESS

**#2040 NORTH CUTLER BAY**  
South Dade Shopping Center  
SEC. S. Dixie Hwy & SW 184th Street  
Cutler Bay, FL

drawn 10/28/16  
Rev per client supplied elevation. 11/9/16

SHEET  
**N02**

CFN: 20120942476 BOOK 28422 PAGE 4098  
 DATE: 12/31/2012 08:49:01 AM  
 DEED DOC 243,000.00  
 SURTAX 182,250.00  
 HARVEY RUVIN, CLERK OF COURT, MIA-DADE CTY

**AFTER RECORDING RETURN TO:**

Holland & Knight, LLP  
 800 17th St., N.W., Suite 1100  
 Washington, D.C. 20006  
 Attn: Jerald S. Cohn, Esq.,

**THIS INSTRUMENT PREPARED BY:**

Munsch Hardt Kopf & Harr, PC  
 700 Louisiana Street, Suite 4600  
 Houston, Texas 77002  
 Attn: Leona M. Hammill, Esq.

Tax Folio Number: 36-6005-067-0010

**SPECIAL WARRANTY DEED**

STATE OF FLORIDA	§	KNOW ALL PERSONS BY THESE PRESENTS:
	§	
COUNTY OF MIAMI-DADE	§	

THAT, WRI-TC SOUTH DADE SHOPPING CENTER, LLC, a Delaware limited liability company ("Grantor"), for and in consideration of the sum of Ten Dollars (\$10.00) in hand paid to Grantor by SOUTH DADE SHOPPING, LLC, a Delaware limited liability company ("Grantee"), whose mailing address is c/o Principal Real Estate Investors, 801 Grand Avenue, Des Moines, Iowa 50392-940, and other good and valuable consideration, the receipt and sufficiency of which considerations are hereby acknowledged, has GRANTED, SOLD and CONVEYED and by these presents does GRANT, SELL and CONVEY unto Grantee the tract or parcel of Land situated in Miami-Dade County, Florida, described in Exhibit "A" attached hereto, incorporated herein and made a part hereof for all purposes (the "Land"), together with all buildings, structures, and improvements owned by Grantor situated on the Land and all fixtures and other property owned by Seller and affixed thereto (the "Improvements") (the Land and Improvements being herein collectively referred to as the "Property"), and all of Grantor's right, title and interest in and to (but without warranties, whether statutory, express or implied) all rights, privileges, easements, and interests appurtenant thereto, adjacent streets, alleys, rights-of-ways, and any adjacent strips and gores of real estate and mineral rights related to the Land.

TO HAVE AND TO HOLD the Property together with all and singular the rights and appurtenances thereto in anywise belonging unto Grantee, its successors and assigns, forever, subject to the matters herein stated; and Grantor does hereby bind itself and its successors and assigns to SPECIALLY WARRANT AND FOREVER DEFEND all and singular the Property unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof by, through or under Grantor but not otherwise; provided that this conveyance and the warranty of Grantor herein contained are subject to (i) covenants, conditions, restrictions, and other matters of public record, insofar as they may lawfully affect

the Property, (ii) applicable zoning and building ordinances and land use regulations, (iii) matters that would be disclosed by an accurate ALTA/ACSM survey or inspection of the Property, (iv) taxes accruing subsequent to the year 2013, AND (v) the rights of the tenants under tenant leases.

All ad valorem taxes and assessments for the Property for the current year have been prorated and Grantee has assumed liability for the payment thereof and for subsequent years. If such proration was based upon an estimate of such taxes and assessments for the current year, then upon demand Grantor and Grantee shall promptly and equitably adjust all such taxes and assessments as soon as actual figures for these items for the current year are available.

[Remainder of page intentionally left blank; signature page(s) to follow.]

South Dade Shopping Center

EXECUTED on the date of the acknowledgment herein below, to be effective however as of the 21<sup>st</sup> day of December, 20  .

## WITNESSES:

Marc A. Kasne  
Signature

Marc A. Kasne  
Printed Name

Barbara McKinney  
Signature

Barbara McKinney  
Printed Name

## GRANTOR:

WRI-TC SOUTH DADE SHOPPING  
CENTER, LLC,  
a Delaware limited liability company

By: Weingarten Realty Investors,  
a Texas real estate investment trust,  
Its Sole Manager

By: Mark D. Stout  
Name: Mark D. Stout  
Vice President/General Counsel

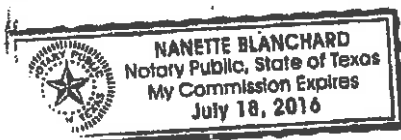
MAK  
Legal

MAK

STATE OF TEXAS §  
§  
COUNTY OF HARRIS §

This instrument was acknowledged before me on the 19<sup>th</sup> day of December, 2012, by Mark D. Stout, VP/GC of Weingarten Realty Investors, a Texas real estate investment trust, the Sole Manager of WRI-TC SOUTH DADE SHOPPING CENTER, LLC, a Delaware limited liability company, on behalf of said limited liability company. He is personally known to me or has produced VP/GC as identification.

Nanette Blanchard  
Notary Public in and for the State of Texas



S-1

Special Warranty Deed

**EXHIBIT "A"**

**PARCEL 1:**

TRACT A, OF SOUTH DADE SHOPPING CENTER ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 123, PAGE 68 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.

LESS AND EXCEPT FROM THE ABOVE DESCRIBED TRACT, THE FOLLOWING PARCEL:

COMMENCE AT THE MOST WESTERLY SOUTHWEST CORNER OF SAID TRACT "A"; THENCE NORTH 20 DEGREES 30 MINUTES 15 SECONDS EAST ALONG THE WESTERLY LINE OF SAID TRACT "A", ALSO BEING THE EASTERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY NO. 1 (STATE ROAD NO. 5) (DIXIE HIGHWAY) FOR 110.22 FEET; THENCE SOUTH 69 DEGREES 28 MINUTES 53 SECONDS EAST FOR 11.97 FEET TO THE POINT OF BEGINNING OF THE HEREINAFTER DESCRIBED PARCEL OF LAND; THENCE NORTH 20 DEGREES 30 MINUTES 15 SECONDS EAST ALONG A LINE BEING PARALLEL WITH AND 11.97 FEET EASTERLY OF SAID WESTERLY LINE OF TRACT "A", ALSO BEING THE EASTERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY NO. 1 (STATE ROAD NO. 5) (DIXIE HIGHWAY) FOR 234.04 FEET; THENCE SOUTH 69 DEGREES 24 MINUTES 39 SECONDS EAST FOR 174.67 FEET; THENCE SOUTH 20 DEGREES 30 MINUTES 15 SECONDS WEST FOR 233.82 FEET; THENCE NORTH 69 DEGREES 28 MINUTES 53 SECONDS WEST FOR 174.67 FEET TO THE POINT OF BEGINNING.

**PARCEL 2:**

RIGHTS, PRIVILEGES AND EASEMENTS PURSUANT TO DECLARATION OF RESTRICTIONS, COVENANTS AND CONDITIONS AND GRANT OF EASEMENTS RECORDED IN O.R. BOOK 23150, PAGE 4013, PUBLIC RECORDS OF MIAMI, DADE COUNTY, FLORIDA, AS AMENDED BY AMENDMENT TO DECLARATION OF RESTRICTIONS, COVENANTS AND CONDITIONS AND GRANT OF EASEMENTS RECORDED IN O.R. BOOK 25710, PAGE 4687, PUBLIC RECORDS OF MIAMI, DADE COUNTY, FLORIDA



CFN: 20170672010 BOOK 30774 PAGE 255  
 DATE: 11/30/2017 08:40:43 AM  
 HARVEY RUVIN, CLERK OF COURT, MIA-DADE CTY

## RECORDING REQUESTED BY

Ross Dress For Less, Inc.

## PREPARED BY AND WHEN RECORDED MAIL TO:

Bartko, Zankel, Bunzel & Miller  
 One Embarcadero Center, Suite 800  
 San Francisco, CA 94111  
 Attn: Theani C. Louskos, Esq.

SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE

## MEMORANDUM OF LEASE

1 APN: 36-6005-067-0010.

2 1. This Memorandum of Lease is effective upon recordation and is entered into by and  
 3 between SOUTH DADE SHOPPING, LLC, a Delaware limited liability company ("Landlord"),  
 4 having its principal place of business at c/o Principal Real Estate Investors, 801 Grand Avenue,  
 5 G-023-F20, Des Moines, IA 50392-1370, and ROSS DRESS FOR LESS, INC., a Virginia  
 6 corporation ("Tenant"), having its principal place of business at 5130 Hacienda Drive, Dublin, CA  
 7 94568-7579, who agree as follows:

8 2. By written lease (the "Lease"), Landlord leases to Tenant and Tenant hires from  
 9 Landlord a portion of the real property located in the City of Cutler Bay, County of Miami-Dade,  
 10 State of Florida, described in Exhibit A hereto, for a term of approximately ten (10) years which  
 11 term is subject to extension by Tenant for four (4) additional periods of five (5) years each. The  
 12 Exhibit A lands are sometimes herein referred to as the "Shopping Center."

13 3. Landlord has granted Tenant and its authorized representatives and invitees the  
 14 nonexclusive right to use the Shopping Center common area with others who are entitled to use  
 15 those areas subject to Landlord's rights as set forth in the Lease.

16 4. The provisions of the Lease are incorporated into this Memorandum of Lease by  
 17 reference. The Lease contains the following provision(s):

18 "3.2.1 Retail Use.

19 (a) General. Tenant has entered into this Lease in reliance upon  
 20 representations by Landlord that Landlord's Parcel is and shall remain retail in character  
 21 (which term shall be deemed to include not only retail establishments, but also other  
 22 quasi service users customarily found in comparable shopping centers, such as, by way of  
 23 example but not limitation, "Retail Offices," such as insurance agents, medical and  
 24 dental offices, chiropractors, optical services and opticians, real estate agents,  
 25 accountants, lawyers, banks, stock brokerages/financial service providers, travel agencies  
 26 and other quasi service users, provided that no single Retail Office user or other quasi  
 27 service user shall (i) be located within two hundred (200) feet of the front and side



perimeter walls of the Store, or (ii) exceed three thousand hundred (3,000) square feet of Leasable Floor Area, excluding Bay 18465 designated on Exhibit B, provided that Landlord shall require any future office user of Bay 18465 to park in the rear of Landlord's Parcel, and (iii) Retail Office users shall not exceed thirty thousand (30,000) square feet of Leasable Floor Area in the aggregate. Retail Office users shall not include restaurants. Hair and nail salons and salon suites concepts shall be considered customary retail establishments and shall not be considered Retail Office users or quasi service users. Further, no offices (including Retail Office users and quasi service users) shall be located within two hundred (200) feet of the front and side perimeter walls of the Store, provided that this restriction shall not apply to existing office users, including existing Retail Office users, or to any office users, including Retail Office users, who are replacing existing office users, including existing Retail Office users; provided, however, that where a replacement office user, including a replacement Retail Office user, is not occupying the same premises as the tenant being replaced, then the new premises leased to such replacement tenant may not be located within two hundred (200) feet of the front and side perimeter walls of the Store. In addition, no part of Landlord's Parcel shall be used for residential purposes, or as a theater, auditorium, meeting hall, school, church or other place of public assembly, "flea market," gymnasium or health club, veterinary services or vaccination clinic, overnight stay pet facilities, dance hall, billiard or pool hall (except as an incidental use within a permitted restaurant use), massage parlor (except for the existing Massage Envy designated on Exhibit B and its replacement), video game arcade (except as an incidental use within a permitted restaurant use), bowling alley, skating rink, car wash, facility for the sale, display, leasing or repair of motor vehicles (excluding the existing Avis Budget Car Rental, in its current location in Space 9828 designated on Exhibit B or replacement in the same location and not to exceed its current Leasable Floor Area, as designated on Exhibit B, provided that rental cars in the Common Area shall be limited to the seventeen (17) spaces designated "Rental Car Parking Area" on Exhibit B), night club, bar, sports bar, tavern, or any restaurant where the on-premises consumption of alcohol exceeds thirty percent (30%) of gross sales (and which shall include Buffalo Wild Wings, Elephant Bar and BJ's Brewhouse regardless of the percentage sale of alcohol, and other similar establishments); adult products store, adult bookstore or adult audio/video products store (which are defined as stores in which at least ten percent (10%) of the inventory is not available for sale or rental to children under the age of majority in the state in which the Store is located because such inventory explicitly deals with or depicts human sexuality, excepting titles rated "R" by the Motion Picture Association of America and excepting sales by national first-class book stores such as Barnes & Noble). Notwithstanding the preceding sentence, the prohibition on adult products is intended to apply to those products that are considered to be pornographic in nature and shall not apply to products that are primarily or solely used by adults, including, by way of example only, items such as cigarettes, bridal magazines and other products geared toward an adult audience, but which are not considered pornography under applicable law. Landlord shall not, without the prior written consent of Tenant (which consent may be granted or denied in Tenant's sole and absolute discretion), lease space to any tenant/occupant in Landlord's Parcel, or, to the extent that Landlord has the legal right to prevent same, allow space to be occupied by any tenant/occupant in Landlord's Parcel, other than to Tenant, to be used for the sale of whole bean or ground coffee. The

foregoing sentence shall not apply to a supermarket or grocery store or to the following: Dunkin' Donuts, Coffee Culture, It's a Grind Coffee House, Barney's Coffee, Caribou Coffee, Bad Ass Coffee, Coffee Beanery, Gimme Coffee, Peet's Coffee & Tea, PJ's Coffee, Segafredo, Tully's Coffee, Second Cup, Vicky Bakery and any other coffee company not in business as of the Effective Date. Landlord shall not, without the prior written consent of Tenant (which consent may be granted or denied in Tenant's sole and absolute discretion), lease space to any tenant/occupant in Landlord's Parcel, or, to the extent that Landlord has the legal right to prevent same, allow space to be occupied by any tenant/occupant in Landlord's Parcel, whose use of the space is for a store primarily selling merchandise at one (1) price or set prices, such as 99 Cents store or Family Dollar store (as they are currently operated), and other such types of operations. The provisions of the immediately preceding sentence shall not apply to Dollar Tree or any local tenant/occupant, provided such local tenant/occupant shall not exceed four thousand (4,000) square feet of Leasable Floor Area, or to Payless, Rainbow, Famous Footwear or Rack Room Shoes. No ATM or similar machine shall be permitted on the exterior walls of the Store. Further, except as provided in Section 3.2.1(b)(viii) hereafter, no restaurant or other "High Intensity Parking User" (as hereinafter defined) shall be permitted in Landlord's Parcel within three hundred seventy five (375) feet of the front and side perimeter walls of the Store. A "High Intensity Parking User" is a tenant or occupant whose use requires more than five (5) parking spaces per one thousand (1,000) square feet of Leasable Floor Area in accordance with governmental regulations. The foregoing use restrictions in this Section 3.2.1(a) are referred to herein as the Ross Prohibited Uses.

(b) Exceptions to Retail Use. Notwithstanding the provisions of Section 3.2.1(a) above, the following uses shall be permitted in Landlord's Parcel as exceptions to the Ross Prohibited Uses:

(i) Notwithstanding the prohibition on gymnasiums and health clubs, a gymnasium/health club shall be permitted, provided such gymnasium or health club (A) does not exceed six thousand (6,000) square feet of Leasable Floor Area, (B) is located only in Space 18575 or Space 18579 designated on the Site Plan, and (C) gymnasiums and health clubs in the aggregate shall not exceed six thousand (6,000) square feet of Leasable Floor Area in the aggregate, provided that the existing Orangetheory Fitness designated on Exhibit B occupying approximately two thousand seven hundred seventy one (2,771) square feet of Leasable Floor Area shall not be included in the calculation of the six thousand (6,000) square feet aggregate limitation, and Landlord shall be permitted to replace the existing Orangetheory Fitness with a similar tenant in the same location, but no expansion of the existing Orangetheory Fitness premises shall be permitted. In addition, one (1) Pilates studio or one (1) yoga studio (but not both) shall be permitted, provided that such use does not exceed three thousand (3,000) square feet of Leasable Floor Area and is not located within one hundred fifty (150) feet of the front and side perimeter walls of the Store;

(ii) Notwithstanding the prohibition on schools, (A) one (1) tutoring service, such as Sylvan Learning Center, not to exceed two thousand (2,000) square feet of Leasable Floor Area, shall be permitted, provided that such tutoring use is not located within two hundred (200) feet of the front and side perimeter walls of the Store, and (B)

one (1) daycare center shall be permitted, provided such daycare center does not exceed four thousand (4,000) square feet of Leasable Floor Area, and provided that such daycare use is not located within two hundred fifty (250) feet of the front and side perimeter walls of the Store;

(iii) Notwithstanding the prohibition on veterinary services, one (1) veterinary service use shall be permitted, provided such use does not exceed three thousand five hundred (3,500) square feet of Leasable Floor Area, and provided such use shall not be located within two hundred fifty (250) feet of the front and side perimeter walls of the Store. In addition, veterinary services as a use within the existing Petco in its current location designated on Exhibit B shall be permitted and such use within the existing Petco shall not count as the one (1) and only veterinary use permitted in Landlord's Parcel as provided above. Notwithstanding the prohibition on overnight stay pet facilities, overnight stay pet facilities shall be permitted in connection with permitted veterinary services as provided above, dog grooming facilities and pet stores, provided that such use is not located within two hundred fifty (250) feet of the front and side perimeter walls of the Store and provided such use does not exceed three thousand five hundred (3,500) square feet of Leasable Floor Area;

(iv) Notwithstanding the prohibition on vaccination clinics, vaccination clinics in connection with a permitted medical office shall be permitted;

(v) Offices which are de minimis and ancillary to an occupant's primary retail use;

(vi) Retail Offices and other quasi service uses permitted by Section 3.2.1(a) above;

(vii) Notwithstanding the prohibition on a dance hall, one (1) such use shall be permitted so long as such use does not exceed three thousand (3,000) square feet of Leasable Floor Area and such use is not located within three hundred (300) feet of the front and side perimeter walls of the Store; and

(viii) Uses permitted by existing leases as of the Effective Date of this Lease specified in the Existing Tenants List attached hereto as Exhibit L, whether or not such leases remain in effect; however, with respect to any such use which is prohibited by the provisions of Section 3.2.1(a) above, a tenant/occupant shall not be permitted to engage in such use in a premises which is located closer to the Store than the location of the premises occupied by the original tenant specified in the Existing Tenants List. Notwithstanding the foregoing, the Main Moon Buffet designated on Exhibit B may only be replaced with a retail use (subject to the provisions of this Section 3.2.1) or a quick serve restaurant(s) occupying up to a maximum of three thousand five hundred (3,500) square feet of Leasable Floor Area of the existing five thousand one hundred (5,100) square feet of Leasable Floor Area comprising the Main Moon Buffet premises. No full service restaurant or buffet restaurant shall be permitted. Quick serve restaurants shall mean a restaurant offering minimal or no table service. This restriction on a replacement tenant for Main Moon Buffet shall only apply if and to the extent Landlord has the legal right to impose such restriction.

(c) Existing Leases. With respect to Section 3.2.1(b)(viii) above, Landlord agrees that it shall not amend any existing lease to grant any tenant the right to engage in a Ross Prohibited Use."

#### "15.3 Protection.

(a) Without the prior written consent of Tenant, which consent may be withheld in the absolute and sole discretion of Tenant, no tenant or occupant of Landlord's Parcel (other than Tenant) may use, and Landlord, if it has the capacity to do so, shall not permit any other tenant or occupant of Landlord's Parcel to (i) use in excess of fifteen thousand seven hundred sixty (15,760) square feet of Leasable Floor Area of its premises for the Off Price Sale (as hereinafter defined) of merchandise, or (ii) use its premises for the sale of whole bean and ground coffee, except for sales conducted by a grocery store or supermarket, or Coffee Culture, It's A Grind, Barney's Coffee, Caribou Coffee, Bad Ass Coffee, Coffee Beanery, Gimme Coffee, Peet's Coffee & Tea, PJ's Coffee, Segafredo, Tully's Coffee, Second Cup, Dunkin Donuts, Vicky Bakery and any other coffee company not in business as of the Effective Date, or (iii) use in excess of two thousand five hundred (2,500) square feet of Leasable Floor Area of its premises for the sale of soft goods merchandise, provided that the restriction in this clause (iii) shall not apply to apparel as provided in clause (vi) below, bridal wear and artificial floral, or (iv) use in excess of five thousand (5,000) square feet of Leasable Floor Area of its premises for the sale of domestics and linens, housewares, window and floor coverings, books, toys, luggage and such other items as are sold in Tenant's similarly merchandised stores, or (v) use in excess of two thousand five hundred (2,500) square feet of Leasable Floor Area of its premises primarily for the rental or sale of prerecorded audio or video merchandise or electronic games software and technological evolutions thereof, or (vi) use in excess of sixteen thousand (16,000) square feet of Leasable Floor Area of its premises for the sale of apparel (except for discount department stores in excess of sixty thousand (60,000) square feet of Leasable Floor Area). For purposes of this Section 15.3, "Off Price Sale" shall mean the retail sale of merchandise on an everyday basis at prices reduced from those charged by full price retailers, such as full price department stores; provided, however, this definition shall not prohibit sales events by a retailer at a price discounted from that retailer's every day price. (As of the Effective Date, examples of Off Price Sale retailers include such retailers as T.J. Maxx, Marshalls, A.J. Wright, Fallas Paredes, Nordstrom Rack, Goody's, Factory 2U, Burlington Coat, and Filene's Basement.) The parties agree that Petco, Tuesday Morning, Discovery Clothing, Pier One and Cost Plus World Market shall not be considered Off Price Sale retailers.

.....

(e) The foregoing use restrictions shall not apply to the Existing Tenants listed on Exhibit L who are occupying their premises in Landlord's Parcel pursuant to leases or occupancy agreements executed prior to the Effective Date (as the same may be extended or renewed) ("Exempt Occupants") or to assignees or subtenants of such Exempt Occupants, to the extent Landlord does not have the right, pursuant to the lease or occupancy agreement to restrict the use of the premises of the Exempt Occupants. However, if Landlord has the right of consent to any change in use of the premises occupied by an Exempt Occupant or if Landlord subsequently owns or controls the



premises occupied by an Exempt Occupant, Landlord shall not permit any use in such premises in violation of the use restrictions set forth in this Section 15.3, unless Landlord is prohibited by applicable laws or by a court order from refusing to permit any use of such premises in violation of the use restrictions set forth in this Section 15.3. In the event of a violation of this provision, Tenant shall have all of its rights and remedies set forth in this Section 15.3, in addition to any other rights, at law or in equity under this Lease, for the breach of the provisions of this Lease."

"23.2 Florida Notice.

Pursuant to Chapter 713, Florida Statutes, notice is hereby given that under no circumstances shall the interest of Landlord in the Store, or Landlord's Parcel be subject to any mechanic's liens, laborer's or materialman's lien or any other lien or charge on account of or arising from any contract or obligation of Tenant and all such parties must look exclusively to Tenant for payment of same. The Memorandum of Lease to be recorded pursuant to Section 26.15 shall contain the foregoing statement. In connection with any work which Tenant shall undertake or cause to be undertaken in or to the Store, Tenant shall record a notice ("Notice of Commencement") in the office of the Clerk of the Circuit Court, Miami-Dade County, Florida, identifying Tenant as a party for whom such work is being performed and requiring the service of copies of all notices, liens or claims of lien upon Landlord. Any Notice of Commencement shall clearly reflect that the interest of Tenant in the Store is that of a leasehold estate and shall also clearly reflect that the interest of Landlord as the fee simple owner of the Store shall not be subject to construction liens on account of the work which is the subject of such Notice of Commencement. A copy of any Notice of Commencement shall be furnished to and approved by Landlord and Landlord's attorneys prior to the recording thereof, as aforesaid. In the event that any notice or claim of lien shall be asserted of record against the interest of Landlord in the Store or Landlord's Parcel on account of, or growing out of, any improvement or work performed by or on behalf of Tenant, or any person claiming through, or under Tenant, Tenant agrees to have such notice of claim of lien canceled and declared of record as a claim against the interest of Tenant in the Store (either by payment or bond as permitted by law), within ten (10) days after notice to Tenant by Landlord."

In addition to the provisions referred to above, the Lease contains numerous other terms, covenants and conditions which affect not only the Store but also Landlord's Parcel and the Shopping Center, including, but not limited to, the Article 2 - Site Plan definition and Section 3.6 of the Lease which, among other things, include building height restrictions, restrictions on changes to the Control Area (defined in the Lease and identified on the Site Plan) and changes to the Common Areas (defined in the Lease and identified on the Site Plan), restrictions on construction of buildings, except within the Building Envelopes (defined in the Lease and identified on the Site Plan), subject to size limitations within the Building Envelopes, and restrictions on changes to building storefronts and exteriors. Notice is hereby given that reference should be made to the Lease with respect to the details of such terms, covenants and conditions.

5. The terms, conditions, restrictions and covenants in the Lease, including the provisions of the Lease to be performed by Landlord whether to be performed at the Tenant's store, or any other portion of the Shopping Center, whether affirmative or negative in nature shall run with the real property comprising the Shopping Center and shall inure to the benefit of and be

Store No. 2040, "North Cutler Bay"

Page 6 of 9

FINAL

South Dade Shopping Center

Cutler Bay, FL

6061.1459/1015630.3

1 binding upon the parties hereto and the heirs, executors, administrators, successors, assigns and  
2 other successors in interest to the parties hereto.

3 6. This Memorandum of Lease is prepared for the purpose of constructive notice and  
4 in no way modifies the provisions of the Lease.

5 Contents of Memorandum of Lease:

Paragraphs 1-6

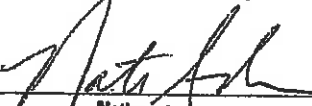
Exhibit A - Legal Description of the Shopping Center  
(Landlord's Parcel)

Exhibit B - Site Plan

6 IN WITNESS WHEREOF, Landlord and Tenant have duly executed this Memorandum of  
7 Lease on the respective dates shown below.


**LANDLORD:**

**SOUTH DADE SHOPPING, LLC,**  
a Delaware limited liability company

By:   
Name: Nathan G. Adams  
Title: Investment Director  
Asset Management

Dated: \_\_\_\_\_

Witness: F.R. Luzum  
Printed Name: **FRANCIS R. LUZUM**  
Witness: Jamie Smith  
Printed Name: **JAMIE SMITH**

By:   
Name: Robert T. Klinkner  
Title: Managing Director  
Asset Management

Dated: \_\_\_\_\_

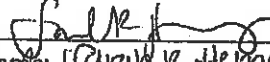
Witness: F.R. Luzum  
Printed Name: **FRANCIS R. LUZUM**  
Witness: Jamie Smith  
Printed Name: **JAMIE SMITH**


**TENANT:**

**ROSS DRESS FOR LESS, INC.,**  
a Virginia corporation

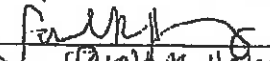
By:   
Name: James Passio  
Title: President and Chief Development Officer

Dated: September 14, 2017

Witness:   
Printed Name: Sam R. Hernandez  
Witness: Sandra Powers  
Printed Name: Sandra Powers

By:   
Name: Gregg McGillis  
Title: Group Senior Vice President, Property Development

Dated: September 14, 2017

Witness:   
Printed Name: Sam R. Hernandez  
Witness: Sandra Powers  
Printed Name: Sandra Powers

1 **TENANT ACKNOWLEDGMENT**

2 A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

3 State of California )

4 County of Alameda )

5 On Sept 14, 2017 before me, Sarah R. Hernandez  
 6 a Notary Public, personally appeared James Fassio and Gregg McGillis, who proved to me on the  
 7 basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within  
 8 instrument and acknowledged to me that he/she/they executed the same in his/her/their  
 9 authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or  
 10 the entity upon behalf of which the person(s) acted, executed the instrument.

11 I certify under PENALTY OF PERJURY under the laws of the State of California that the  
 12 foregoing paragraph is true and correct.

13 WITNESS my hand and official seal.



*Sarah R. Hernandez*  
 Notary Public



1 LANDLORD ACKNOWLEDGMENT

2 State of Iowa )

3 County of Polk )

4 On 11/21/17 before me, Hollie Fick, a Notary Public,  
 5 personally appeared Nathan G. Adams + Robert T. Klunkner, personally known to me or who  
 6 proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are  
 7 subscribed to the within instrument and acknowledged to me that he/she/they executed the same in  
 8 his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the  
 9 person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

10 WITNESS my hand and official seal.

11 Hollie Fick

12 Notary Public





[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Detail By Document Number](#) /

## Detail by Entity Name

Foreign Limited Liability Company  
SOUTH DADE SHOPPING, LLC

### Filing Information

**Document Number** M12000006924  
**FEI/EIN Number** 42-0127290  
**Date Filed** 12/12/2012  
**State** DE  
**Status** ACTIVE

### Principal Address

801 GRAND AVENUE  
DES MOINES, IA 50392

### Mailing Address

801 GRAND AVENUE  
DES MOINES, IA 50392

### Registered Agent Name & Address

CORPORATION SERVICE COMPANY  
1201 HAYS STREET  
TALLAHASSEE, FL 32301-2525

### Authorized Person(s) Detail

#### **Name & Address**

Title MGRM

PRINCIPAL LIFE INSURANCE COMPANY  
801 GRAND AVENUE  
DES MOINES, IA 50392

Title Manager

Adams, Nate  
801 GRAND AVENUE  
DES MOINES, IA 50392

Title Manager

Wadle, Brenda  
801 GRAND AVENUE  
DES MOINES, IA 50392

## Title Manager

Tinker, Dennis  
801 GRAND AVENUE  
DES MOINES, IA 50392

## Title Manager

Mcconkey, Jennifer  
801 GRAND AVENUE  
DES MOINES, IA 50392

## Title Manager

Stubbs, Kevin  
801 GRAND AVENUE  
DES MOINES, IA 50392

**Annual Reports**

Report Year	Filed Date
2016	01/29/2016
2017	01/19/2017
2018	01/02/2018

**Document Images**

<a href="#">01/02/2018 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">01/19/2017 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">01/29/2016 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">02/23/2015 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">01/02/2014 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">01/04/2013 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">12/12/2012 -- Foreign Limited</a>	<a href="#">View image in PDF format</a>



MIAMI, FLORIDA

# South Dade Shopping Center

18403 - 18591 S. Dixie Highway  
Miami, Florida 33157

**LAT:** 25.597305 | **LONG:** -80.352212

**GLA:** 219,551 SQ. FT

**TRAFFIC COUNTS:** 77,000 DAILY



South Dade Shopping Center is a 219,551 square foot neighborhood shopping center located on South Dixie Highway, approximately one mile north of the Cutler Ridge Mall. The Center is anchored by Publix, Ross Dress For Less, Petco, Chuck E. Cheese's, Harbor Freight Tools and Happy Fiesta Party Supplies.

The Center is located in a multi-cultural, family based community with an average household income of approximately

\$85,000 in a 5-mile radius. The traffic count at the intersection is an impressive 77,000 cars per day.

## NOW LEASING!

Leasing Agent: **Jeff Kalil**  
(954) 254-2292 | [jkalil@woolbright.net](mailto:jkalil@woolbright.net)

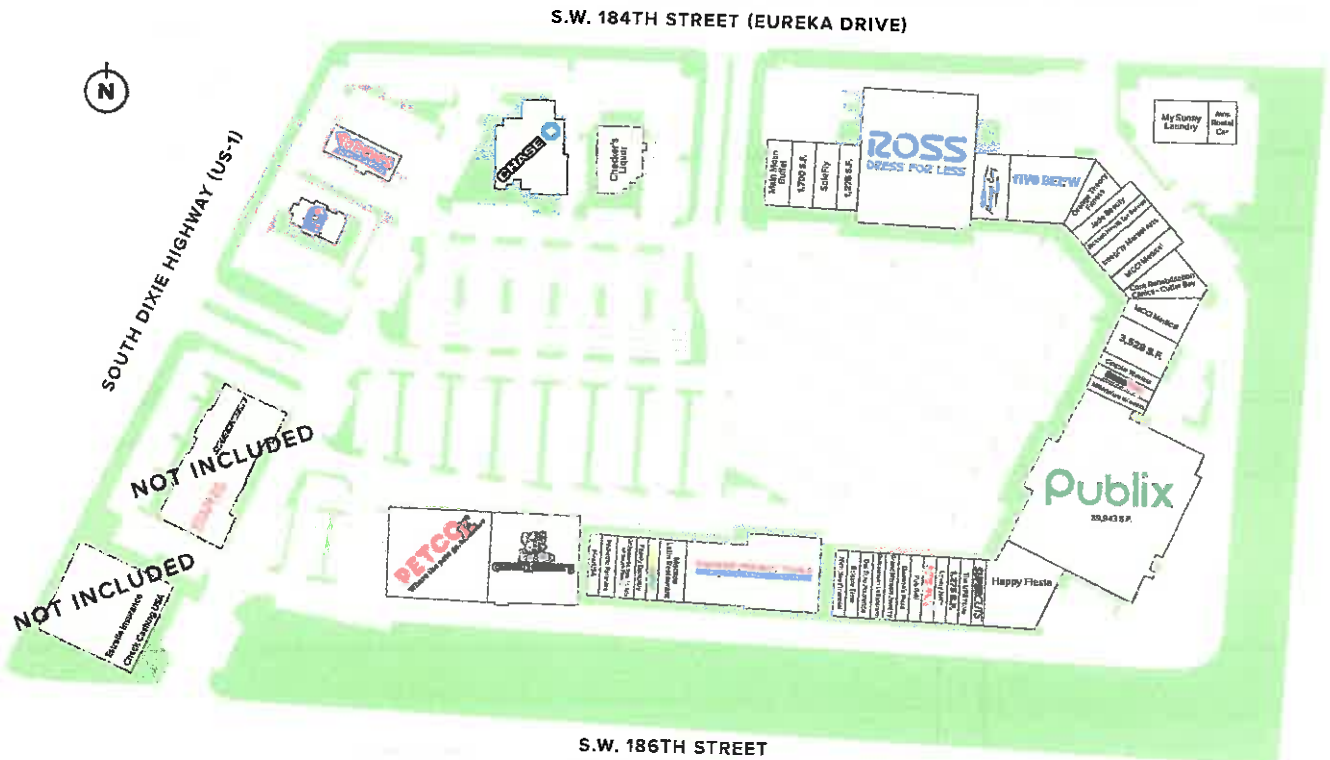




MIAMI, FLORIDA

# South Dade Shopping Center

18403 - 18591 S. Dixie Highway  
Miami, Florida 33157



## 2017 est. Demographics

	1 Mile	3 Mile	5 Mile
POPULATION	14,251	144,286	258,866
HOUSEHOLDS	4,524	45,684	80,883
AVERAGE HOUSEHOLD INCOME	\$65K	\$74K	\$85K
MEDIAN AGE	36.1	37.5	37.2
DAYTIME EMPLOYMENT	7,385	34,336	63,769
TRAFFIC COUNTS	77,000 Cars Daily		

## Key Tenants

- ▶ Publix
- ▶ Ross Dress For Less
- ▶ Petco
- ▶ Five Below
- ▶ Harbor Freight Tools
- ▶ Chuck E. Cheese's
- ▶ Subway
- ▶ Taco Bell
- ▶ Orange Theory Fitness
- ▶ Massage Envy
- ▶ Cingular Wireless
- ▶ The UPS Store
- ▶ GNC

# NOW LEASING!

**WOOLBRIGHT DEVELOPMENT, INC.**

3200 N. Military Trail, 4th Floor, Boca Raton, FL 33431 / 561-989-2240 / [woolbright.net](http://woolbright.net)



MIAMI, FLORIDA

## South Dade Shopping Center

Leasing Associate: Jeff Kall | (954) 254-2292 | jkall@woolbright.net

**WOOLBRIGHT**  
DEVELOPMENT, INC.

WOOLBRIGHT.COM



Google Maps Cutler Bay, Florida



Image capture: May 2011 © 2018 Google



Street View - May 2011



Google Maps Cutler Bay, Florida



 Google, Inc.

Image capture: May 2017 © 2018 Google

Street View - May 2017

Google Maps Cutler Bay, Florida



 Google, Inc.

Image capture: May 2017 © 2018 Google

Street View - May 2017



Google Maps Cutler Bay, Florida



 Google, Inc.

Image capture: May 2011 © 2018 Google

Street View - May 2011

## JUSTIFICATIONS FOR CHANGE

Ross will be leasing a square footage amount of 25,100 square feet. It is the second largest tenant for this development with Public being the primary anchor tenant with a leased square footage of 39,943 square feet followed by Harbor Freight at 15,760 square feet, Petco at 14,017 square feet and Chuck E Cheese at 11,300 square feet.

After reviewing the code ordinances, site conditions, neighboring developments, researching town culture and economic growth, we have consulted with the customer- Ross stores and Kieffer signs to determine what we hope the city will also deem a comparable size for proposed signage allowance that would best suit a storefront with a 150 linear feet of building frontage. I would also like to point out that the proposed signage is less than 25% of the wall area of just to provide a better perspective on the ratio of signage area versus building wall area. The main entrance to this locations storefront is inside the interior parking lot. With minimal allowances for ground signage to market this establishment to the public, the only other options available is wall signage. We would greatly appreciate the consideration for zoning relief for the proposed signage that would be installed on the façade for the main entrance which faces the parking lot as shown on sheet S1 of the provided drawings. The proposed size is 6' x 24' reading ROSS with a tagline at 42" x 24" reading DRESS FOR LESS for a combined total of 511 square feet.

**STATEMENT OF HARDSHIP**

- 1- CLEAR VISIBILITY OF STOREFRONT FROM PUBLIC RIGHT OF WAY**
- 2- DISTANCE FROM PUBLIC RIGHT OF WAY**
- 3- SIZE OF STOREFRONT IN COMPARISON TO OTHER TENANTS IN SAME SHOPPING CENTER**
- 4- SIZE OF SIGNAGE IN COMPARISON TO OTHER TENANTS IN SAME SHOPPING CENTER AND NEIGHBORING TENANT OWNED SPACES**
- 5- CALCULATION OF ENTIRE SIGNAGE COPY AREA AT SMALLEST GEOMETRIC SHAPE**

[Florida Department of State](#)

DIVISION OF CORPORATIONS

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

Foreign Limited Liability Company

SOUTH DADE SHOPPING, LLC

**Filing Information****Document Number** M12000006924**FBI/EIN Number** 42-0127290**Date Filed** 12/12/2012**State** DE**Status** ACTIVE**Principal Address**

801 GRAND AVENUE

DES MOINES, IA 50392

**Mailing Address**

801 GRAND AVENUE

DES MOINES, IA 50392

**Registered Agent Name & Address**

CORPORATION SERVICE COMPANY

1201 HAYS STREET

TALLAHASSEE, FL 32301-2525

**Authorized Person(s) Detail****Name & Address**

Title MGRM

PRINCIPAL LIFE INSURANCE COMPANY

801 GRAND AVENUE

DES MOINES, IA 50392

Title Manager

Adams, Nate

801 GRAND AVENUE

DES MOINES, IA 50392

Title Manager

Wadle, Brenda

801 GRAND AVENUE

DES MOINES, IA 50392



## Title Manager

Tinker, Dennis  
801 GRAND AVENUE  
DES MOINES, IA 50392

## Title Manager

Mcconkey, Jennifer  
801 GRAND AVENUE  
DES MOINES, IA 50392

## Title Manager

Stubbs, Kevin  
801 GRAND AVENUE  
DES MOINES, IA 50392

**Annual Reports**

Report Year	Filed Date
2016	01/29/2016
2017	01/19/2017
2018	01/02/2018

**Document Images**

<a href="#">01/02/2018 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">01/19/2017 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">01/29/2016 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">02/23/2015 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">01/02/2014 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">01/04/2013 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">12/12/2012 -- Foreign Limited</a>	<a href="#">View image in PDF format</a>