

Special Use-Alcoholic Beverage Permit with Waivers Application: SU-AB 25-0137
LUHO Hearing Date: January 21, 2025
Requested Classification: 2-COP-RX



Hillsborough County Florida

Development Services Department

1.0 APPLICATION SUMMARY

Applicant: Carrollwood Kekes LLC
Zoning: PD
FLU Category: OC-20
Service Area: Urban
Community Plan Area: Greater Carrollwood Northdale
Overlay: None
Special District: None
Use: Eating Establishment
Total Wet Zone Area Requested: 5,618.29 sq. ft.
Inside Area Requested: 4,500 sq. ft.
Outside Area Requested: 1,118.29 sq. ft.
Location: 13121 N Dale Mabry Highway, Tampa; Folio:19381.0000



Introduction Summary:

Pursuant to Land Development Code (LDC) Section 6.11.11, the request is for a distance separation waiver for a 2-COP-RX Alcoholic Beverage Permit (AB) for the sale and consumption of beer and wine on the permitted premises only in connection with a restaurant. The wet zoning is sought for an existing restaurant, Keke’s Breakfast Café, within a strip center located at 13121 N Dale Mabry Highway. The property is zoned PD (Planned Development), which allows the host use and consideration of the proposed wet zoning.

Distance Separation Requirements	Complies with Requirement
Distance to Certain Community Uses Shall Be 500 feet	No
Distance to Residentially Zoned Property Shall be 150 Feet	Yes

Development Services Recommendation:

Approvable, Subject to Conditions

Existing Alcoholic Beverage Permit Being Rescinded:	Yes	Existing Alcoholic Beverage Permit Number:	91-0034
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2.0 REQUESTED DISTANCE SEPARATION WAIVER DETAILS

Requested Waiver	Required Separation	Waiver Distance	Resulting Separation
Distance from proposed structure to certain community uses	500 feet	221 feet	229 feet
Community Use:	Jewish Association of N Tampa Inc. synagogue (Congregation Kol Ami)		

Applicant's Justification:

Although the Tampa Community Church and Congregation Kol Ami are within 500' of Keke's Breakfast Café, the community uses are not within the Palms of Carrollwood Shopping Center and are instead oriented toward and accessed from a different road (Morgan Road) behind the Palms of Carrollwood Shopping Center. The travel distance to get from Keke's to Moran Road and the Tampa Community Church and Congregation Kol Ami exceeds the required separation distance. Additionally, Keke's has limited hours from 7 am to 2:30 pm each day so there will be no impacts on the Tampa Community Church and Congregation Kol Ami during the afternoon and evening.

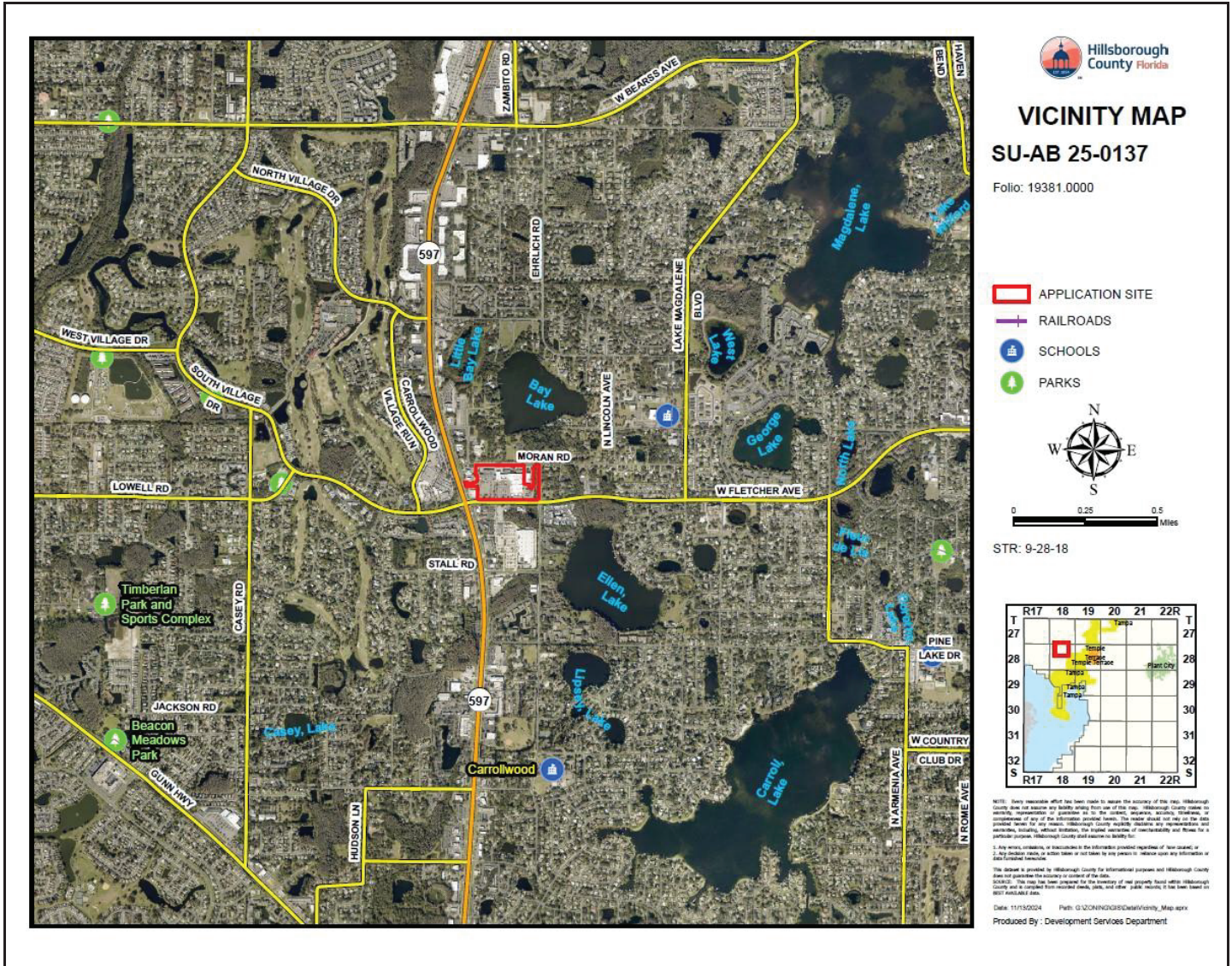
Requested Waiver	Required Separation	Waiver Distance	Resulting Separation
Not Applicable	Choose an item.		

Applicant's Justification:

Not Applicable

3.0 LAND USE MAP SET AND SUMMARY DATA

3.1 Vicinity Map

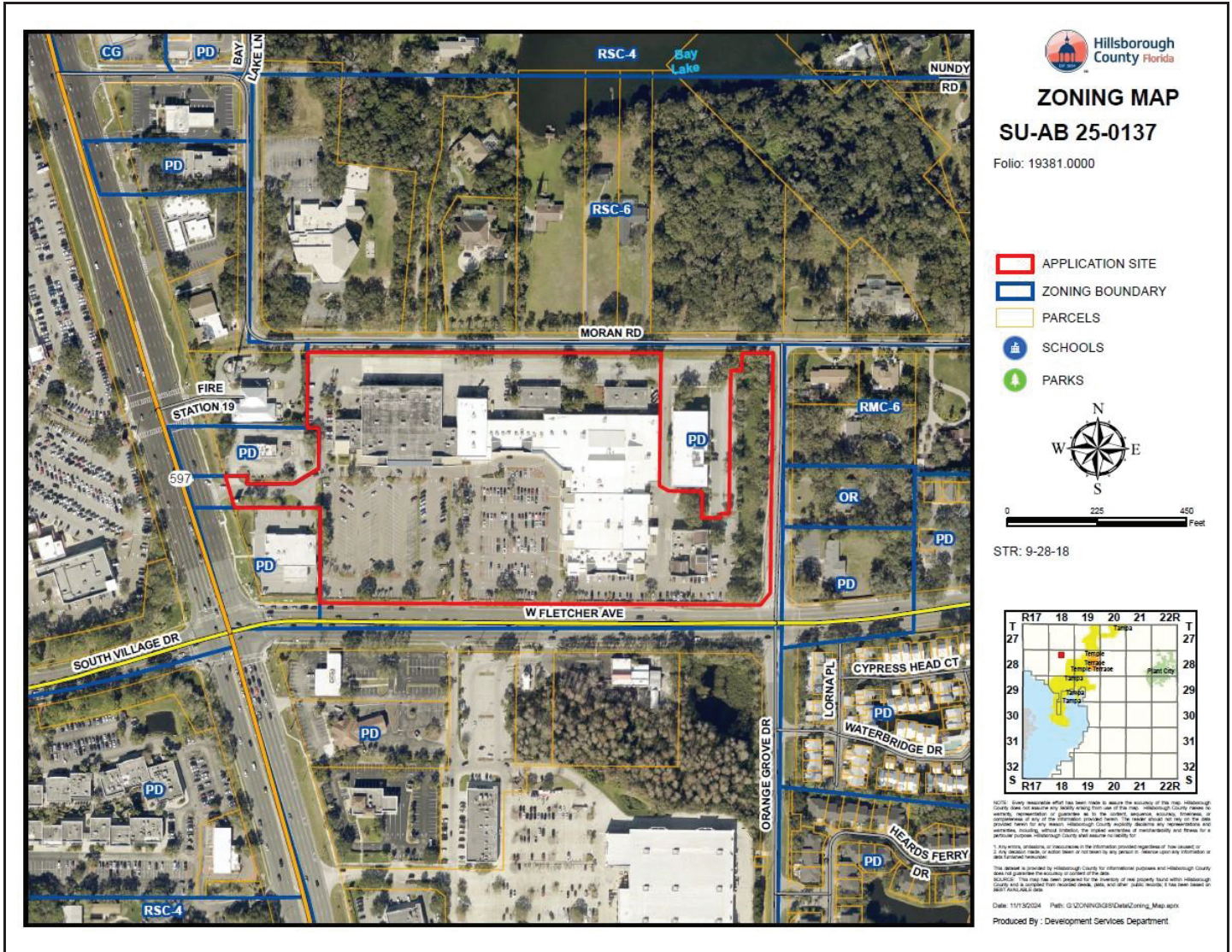


Context of Surrounding Area:

The surrounding area primarily consists of general commercial uses and residential conventional and residential, multifamily. The property fronts a Principle Arterial (N Dale Mabry Hwy), and a Major Arterial (Fletcher Avenue) roadway and the proposed wet zone area is located approximately 375 feet north of Fletcher Avenue.

3.0 LAND USE MAP SET AND SUMMARY DATA

3.2 Immediate Area Map



Adjacent Zonings and Uses

Location:	Zoning:	Land Use:
North	RSC-6	Residential, Single Family Conventional, Church
South	Planned Development	Commercial
East	RMC-6, OR, PD	Residential, Office
West	Planned Development	Commercial

4.0 Staff Findings

LDC Section 6.11.11.E.3 provides for approval of separation waivers where there are “special or unique circumstances where the alcoholic beverage use applied for does not have significant impacts on surrounding land uses and certain circumstances negate the necessity for the specified distance requirements.”

The proposed wet zoning is in the Palms of Carrollwood Shopping Center, which is oriented to the south with its main access from W. Fletcher Avenue. Both the Tampa Community Church and Jewish Association of N Tampa Inc. synagogue (Congregation Kol Ami) are located within 500’ of Keke’s Breakfast Café.

However, due to the location of the Tampa Community Church within the shopping center parcel, it is not considered a church by LDC definition and does not require distance separation for alcoholic beverage uses. The property is not owned by the Tampa Community Church and therefore the buildings do not meet the church definition requirement to be tax exempt buildings used for non-profit purposes by a recognized and legally established sect for purpose of worship. The existing restaurant is, however, separated from the location of the Tampa Community Church by the large shopping center building on the property and is oriented south away from the Tampa Community Church location.

The Jewish Association of N Tampa Inc. (Congregation Kol Ami) synagogue community use is separated from the proposed wet zone area by Moran Road, behind the Palms of Carrollwood Shopping Center. The entrance of the restaurant and the patio seating area are located on the south side of the restaurant building, oriented away from the community use. The restaurant and the strip shopping center it is located within do not have direct access to Moran Road. Therefore, the travel distance for vehicular and pedestrian traffic from Keke’s Breakfast Café to the community use exceeds the required separation distance. Additionally, Keke’s Breakfast Café has limited hours from 7 am to 2:30 pm daily, which does not impact the Tampa Community Church and Congregation Kol Ami during the afternoon and evening.

An existing 2-COP-RX alcoholic beverage permit SU-AB 91-0034, for a previous restaurant totaling 2,975 square feet in area is located within the footprint of Keke’s Breakfast Café, however, since the current restaurant utilizes a larger area, it requires a new alcoholic beverage permit to cover the entire restaurant area to allow for alcoholic beverage sales at the restaurant. Upon approval of SU-AB 25-0137, the existing alcoholic beverage permit SU-AB 91-0034 will be rescinded.

For the reasons discussed above, staff finds that the proposed wet zoning does not pose significant impacts on surrounding land uses and the necessity for the specified distance requirements is negated.

5.0 RECOMMENDATION AND PROPOSED CONDITIONS (If Applicable)

Staff finds the proposed 2-COP-RX Alcoholic Beverage Permit to be **APPROVABLE, Subject to conditions.** Approval is based upon the wet zone survey reflecting a total wet zone footprint of 5,618.29 square feet, as shown on the wet zone survey received December 23, 2024.

1. Upon approval of SU-AB 25-0137, the existing 2-COP-RX wet zoning of a portion of the premises, SU-AB 91-0034 shall be rescinded.

Zoning Administrator Sign Off:

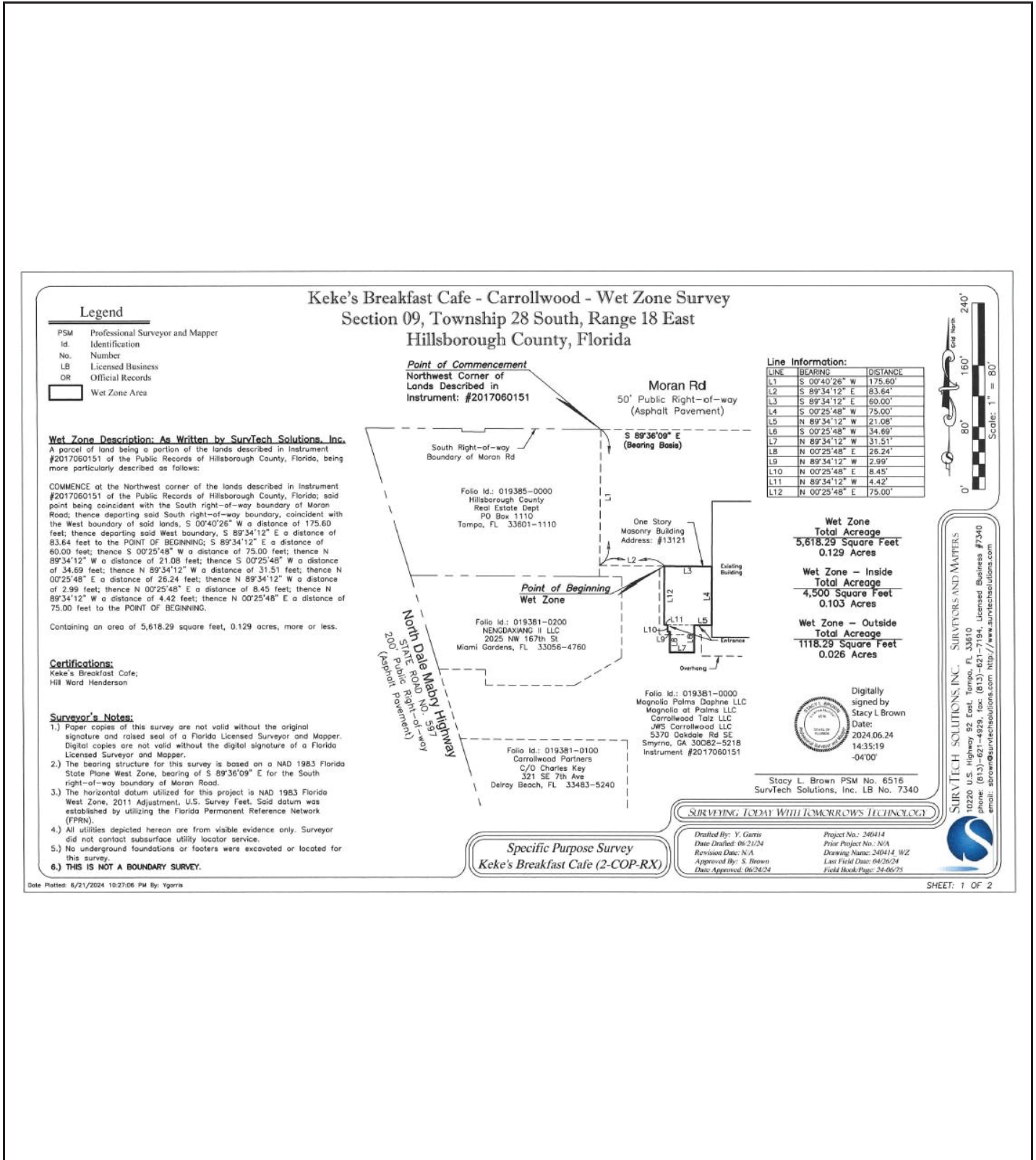


Colleen Marshall
Thu Jan 9 2025 14:06:38

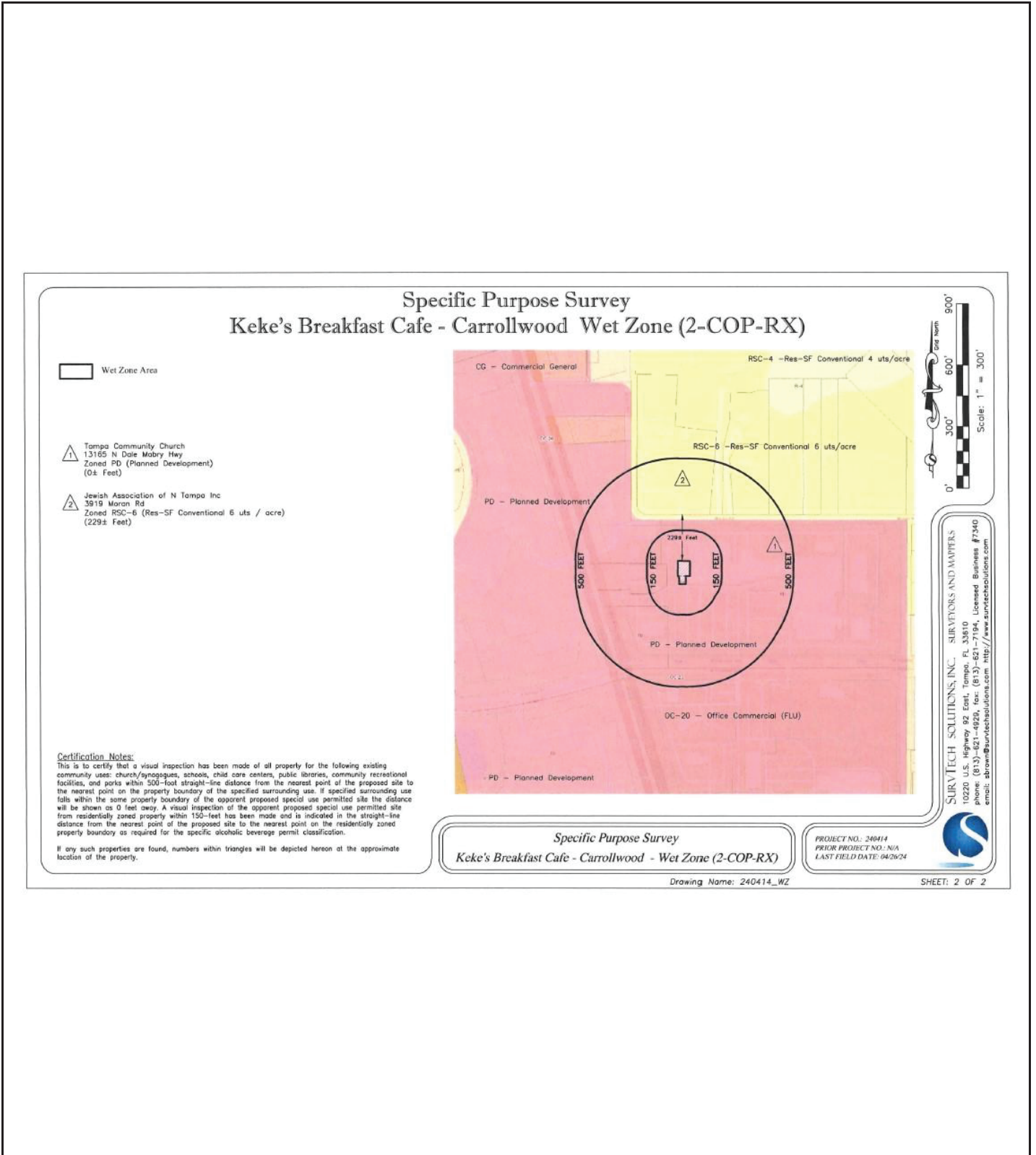
SITE, SUBDIVISION AND BUILDING CONSTRUCTION IN ACCORDANCE WITH HILLSBOROUGH COUNTY SITE DEVELOPMENT PLAN & BUILDING REVIEW AND APPROVAL.

Approval of this special use petition by Hillsborough County does not constitute a guarantee that the project will receive approvals/permits necessary for site development as proposed will be issued, nor does it imply that other required permits needed for site development or building construction are being waived or otherwise approved. The project will be required to comply with the Site Development Plan Review approval process in addition to obtain all necessary building permits for on-site structures.

6.0 PROPOSED WET ZONE SURVEY



6.0 PROPOSED WET ZONE SURVEY (Page 2 if Applicable)



WRITTEN STATEMENT

Applicant seeks to wet zone a portion of 019381-0000, specifically 13121 N DALE MABRY HWY, TAMPA, FL 33618, to allow for a 2-COP RX use for an existing full-service restaurant operated by Carrollwood Kekes LLC. The existing restaurant will provide full-service dining and the sale of beer and wine for on-premises consumption. The proposed location is ideal for this type of use and would be occupy a portion of an existing shopping center. Keke's Breakfast Cafe is a highly desirable family restaurant, and we believe it would be an asset to the Hillsborough community.

This Special Use Alcohol Beverage Approval includes a Waiver from Separation Request for two religious organizations (Tampa Community Church & Jewish Association of N Tampa Inc) located within 500 feet of the restaurant. As outlined in greater detail in the Distance Waiver Request included with this application, Applicant believes that the request meets the code requirements for reduced separation distances.

The proposed use will comply with the Hillsborough County Land Development Code.

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THIS INSTRUMENT WAS PREPARED BY

Weingarten Realty
2600 Citadel Plaza Drive, #125
Houston, Texas 77008
Attn: John R. Hohlt

AFTER RECORDING RETURN TO:

Please Return To: First American Title Co.
601 Travis, Suite 1875
Houston, TX 77002
Attn: Lisa Aguilar

Tax Folio Number: 19381-0000 and 42003-2665

SPECIAL WARRANTY DEED

STATE OF FLORIDA §
 § KNOW ALL PERSONS BY THESE PRESENTS:
COUNTY OF HILLSBOROUGH §

THAT, **WEINGARTEN REALTY INVESTORS**, a Texas real estate investment trust ("**Grantor**"), whose mailing address is 2600 Citadel Plaza Drive, Houston, Texas 77008, Attn: Paul Wilke, for and in consideration of the sum of Ten Dollars (\$10.00) in hand paid to Grantor by **MAGNOLIA PALMS DAPHNE, LLC**, a Georgia limited liability company as to a 42.554% undivided interest, **MAGNOLIA AT PALMS, LLC**, a Georgia limited liability company as to a 8.654% undivided interest, **CARROLLWOOD TALZ, LLC**, a Georgia limited liability company as to a 30.902% undivided interest, and **JWS CARROLLWOOD, LLC**, a Georgia limited liability company as to a 17.89% undivided interest(collectively the "**Grantee**"), whose mailing address is 5370 Oakdale Road, Smyrna, Georgia 30082, 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 Hillsborough 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 Grantor 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, any adjacent strips and gores of real estate relating 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 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 the matters described in Exhibit "B" attached hereto, incorporated herein and made a part hereof.

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.]

EXECUTED on the date of the acknowledgment herein below, to be effective however as of the 14 day of February, 2017.

WITNESSES:

Barbara McKinney
Signature

Barbara McKinney
Printed Name

Tera Edwards
Signature

Tera EDWARDS
Printed Name

GRANTOR:

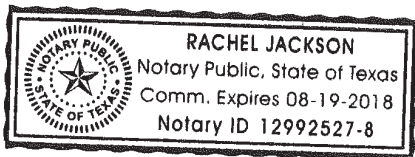
WEINGARTEN REALTY INVESTORS,
a Texas real estate investment trust

By: [Signature]
Name: Mark D. Stout
Title: Sr. Vice President/General Counsel



STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This instrument was acknowledged before me on the 10th day of February, 2017, by Mark D. Stout, Sr. Vice President of Weingarten Realty Investors, a Texas real estate investment trust, on behalf of said trust. He is personally known to me or has produced _____ as identification.



[Signature]
Notary Public in and for the State of Texas

EXHIBIT "A"

LEGAL DESCRIPTION OF LAND

FOR A POINT OF REFERENCE COMMENCE AT THE SOUTHEAST CORNER OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 9, TOWNSHIP 28 SOUTH, RANGE 18 EAST, HILLSBOROUGH COUNTY FLORIDA; THENCE PROCEED SOUTH 89°41'20" WEST (BEARINGS BASED ON PARENT DEED), ALONG THE SOUTH LINE OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 9, A DISTANCE OF 206.94 FEET TO A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF FLETCHER AVENUE, SAID POINT BEING SITUATED NORTH 89°41'20" EAST 1139.85 FEET FROM THE SOUTHWEST CORNER OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 9 SAID POINT ALSO BEING THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL; THENCE CONTINUE SOUTH 89°41'20" WEST, ALONG THE AFORESAID NORTHERLY RIGHT OF WAY LINE OF FLETCHER AVENUE, AND ALONG THE 1/4 1/4 SECTION LINE A DISTANCE OF 951.82 FEET; THENCE DEPARTING FROM SAID RIGHT OF WAY LINE ALONG SAID 1/4 1/4 SECTION LINE, NORTH 00°18'40" WEST A DISTANCE OF 238.00 FEET; THENCE SOUTH 89°41'20" WEST A DISTANCE OF 215.88 FEET TO THE EASTERLY RIGHT OF WAY LINE OF DALE MABRY HIGHWAY (STATE ROAD NO. 597); THENCE NORTH 17°33'27" WEST A DISTANCE OF 94.35 FEET ALONG SAID EASTERLY RIGHT OF WAY LINE; THENCE DEPARTING FROM SAID RIGHT OF WAY LINE NORTH 89°38'19" EAST A DISTANCE OF 60.00 FEET; THENCE SOUTH 00°21'41" EAST A DISTANCE OF 20.00 FEET, THENCE NORTH 89°38'19" EAST A DISTANCE OF 115.00 FEET; THENCE NORTH 58°49'23" EAST A DISTANCE OF 71.08 FEET; THENCE NORTH 00°21'41" WEST A DISTANCE OF 103.00 FEET; THENCE SOUTH 89°38'19" WEST A DISTANCE OF 28.45 FEET; THENCE NORTH 00°05'06" WEST, A DISTANCE OF 190.00 FEET TO THE SOUTH RIGHT OF WAY LINE OF MORAN ROAD; THENCE NORTH 89°38'19" EAST ALONG SAID SOUTH RIGHT OF WAY LINE, A DISTANCE OF 914.87 FEET TO A POINT SITUATED SOUTH 89°38'19" WEST 281.81 FEET FROM THE EAST LINE OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF THE AFORESAID SECTION 9; THENCE DEPARTING FROM SAID RIGHT OF WAY LINE, SOUTH 00°18'40" EAST, A DISTANCE OF 143.92 FEET; THENCE NORTH 89°39'10" EAST, A DISTANCE OF 1.50 FEET; THENCE SOUTH 00°18'40" EAST, A DISTANCE OF 192.65 FEET; THENCE SOUTH 67°46'15" EAST, A DISTANCE OF 30.00 FEET, THENCE NORTH 89°41'20" EAST, A DISTANCE OF 79.15 FEET; THENCE SOUTH 00°18'40" EAST, A DISTANCE OF 66.42 FEET; THENCE NORTH 89°41'20" EAST, A DISTANCE OF 46.35 FEET; THENCE NORTH 00°18'40" WEST, A DISTANCE OF 12.50 FEET; THENCE NORTH 89°41'20" EAST, A DISTANCE OF 22.00 FEET; THENCE NORTH 00°18'40" WEST, A DISTANCE OF 359.42 FEET; THENCE SOUTH 89°41'20" WEST, A DISTANCE OF 26.50 FEET; THENCE NORTH 00°18'40" WEST, A DISTANCE OF 42.70 FEET TO THE SOUTH RIGHT OF WAY LINE OF MORAN ROAD; THENCE NORTH 89°38'19" EAST, ALONG SAID SOUTH RIGHT OF WAY LINE, A DISTANCE OF 101.60 FEET TO A POINT OF INTERSECTION WITH THE WESTERLY RIGHT OF WAY LINE OF ORANGE GROVE DRIVE; THENCE SOUTH 00°06'16" EAST ALONG SAID WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 356.26 FEET; THENCE CONTINUING ALONG SAID WESTERLY RIGHT OF WAY LINE, SOUTH 05°36'22" WEST, A DISTANCE OF 145.72 FEET, THENCE CONTINUE ALONG SAID WESTERLY RIGHT OF WAY LINE, SOUTH 00°06'16" EAST, A DISTANCE OF 104.52 FEET TO A POINT ON THE NORTHWESTERLY INTERSECTION RIGHT OF WAY LINE OF ORANGE GROVE DRIVE AND FLETCHER AVENUE; THENCE SOUTH 38°48'51" WEST, ALONG SAID NORTHWESTERLY RIGHT OF WAY LINE, A DISTANCE OF 39.77 FEET TO A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF FLETCHER AVENUE, SAID POINT BEING THE BEGINNING OF A CURVE CONCAVE TO THE NORTH AND HAVING A RADIUS OF 4,409.80 FEET; THENCE ALONG THE ARC OF SAID CURVE WHICH HAS A CHORD OF 137.48 FEET, CHORD BEARING SOUTH 88°47'45" WEST, A DISTANCE OF 137.49 FEET, TO THE END OF SAID CURVE AND TO THE POINT OF BEGINNING.

TOGETHER WITH ALL OF THE RIGHT, TITLE AND INTEREST OF THE "SHOPPING CENTER PARCEL OWNER" (AS SUCH TERM IS DEFINED IN THE DECLARATION HEREINAFTER DESCRIBED) PURSUANT TO THAT CERTAIN AMENDED AND RESTATED DECLARATION OF CROSS-EASEMENTS, COVENANTS AND RESTRICTIONS DATED DECEMBER 28TH, 1989, RECORDED DECEMBER 29, 1989, IN

OFFICIAL RECORDS BOOK 5867, PAGE 1952, OF THE PUBLIC RECORDS OF HILLSBOROUGH COUNTY, FLORIDA.

TOGETHER WITH EASEMENT RIGHTS AS SET FORTH IN THAT CERTAIN RECIPROCAL EASEMENT AGREEMENT RECORDED IN OFFICIAL RECORDS BOOK 4295, PAGE 266 AS AMENDED IN OFFICIAL RECORDS BOOK 5348, PAGE 357, PUBLIC RECORDS OF HILLSBOROUGH COUNTY, FLORIDA.

EXHIBIT "B"

PERMITTED ENCUMBRANCES

1. The lien of the taxes and special assessments for the year 2017 and all subsequent years, which are not yet due and payable.
2. Easement Grant for constructing and maintaining pipelines and appurtenances recorded in Book 234, Page 109, as affected by Book 2326, Page 734 and Book 4161, Page 1981.
3. The terms, provisions and conditions contained in that certain Reciprocal Easement Agreement recorded in Book 4295, Page 266, as affected by Book 5348, Page 357.
4. Easement Grant for driveway and utility easements recorded in Book 4363, Page 26, rerecorded in Book 4428, Page 995.
5. Telephone Distribution Easement recorded in Book 4401, Page 1829.
6. The terms, provisions and conditions contained in that certain Agreement recorded in Book 4602, Page 1970.
7. The terms, provisions and conditions contained in that certain Amended and Restated Declaration of Cross-Easements, Covenants and Restrictions recorded in Book 5867, Page 1952, as affected by Book 10477, Page 452 and Book 20268, Page 55.
8. Grant of Easement for a transit stop recorded in Book 5850, Page 915.
9. Easement for Sidewalk Purposes recorded in Book 6051, Page 1344.
10. Easement for utility lines recorded in Book 6076, Page 1407.
11. All of the terms and provisions set forth and contained in that certain Memorandum of Lease between John Hancock Realty Income Fund, Lessor, and Bed Bath & Beyond of Carrollwood Inc., Lessee, a memorandum of which is recorded in Book 7858, Page 208, as affected by Book 20282, Page 1465 and Book 23711, Page 1166.
12. Rights of the tenants under the leases described in Exhibit B, of the Assignment and Assumption of Tenant Leases, dated of even date herewith, without rights of first refusal or options to purchase the property.

13. All of the terms and provisions set forth and contained in that certain Lease between Carrollwood Palms Center, L.L.C., Lessor, and The Fresh Market, Inc., Lessee, a memorandum of which is recorded in Book 10892, Page 1853, Amended and Restated in Book 10892, Page 1861.

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**Hillsborough
County Florida**
Development Services

Property/Applicant/Owner Information Form

Official Use Only

Application No: 25-0137

Intake Date: 11/07/2024

Hearing(s) and type: Date: 01/21/2024 Type: LUHO

Receipt Number: 419783

Date: _____ Type: _____

Intake Staff Signature: Alejandra Prado

Property Information

Address: 13121 N Dale Mabry Hwy City/State/Zip: Tampa, FL 33618

TWN-RN-SEC: 09-28-18 Folio(s): 019381-0000 Zoning: PD Future Land Use: OC-20 Property Size: 15.37

Property Owner Information

PLEASE SEE ATTACHED AFFIDAVIT TO AUTHORIZE AGENT FORMS
Name: _____ Daytime Phone _____

Address: _____ City/State/Zip: _____

Email: _____ Fax Number _____

Applicant Information

Name: Carrollwood Kekes LLC Daytime Phone (407) 461-0327

Address: P O Box 10009 City/State/Zip: Tampa, FL 33609

Email: ashley.swan@kekes.com Fax Number _____

Applicant's Representative (if different than above)

Name: James Johnston, esq for Carrollwood Kekes LLC Daytime Phone (407) 835-6795

Address: 300 S Orange Avenue, Ste 1600 City/State/Zip: Orlando, FL 32801

Email: JJohnston@shutts.com Fax Number _____

I hereby swear or affirm that all the information provided in the submitted application packet is true and accurate, to the best of my knowledge, and authorize the representative listed above to act on my behalf on this application.

I hereby authorize the processing of this application and recognize that the final action taken on this petition shall be binding to the property as well as to the current and any future owners.

X [Signature]
Signature of the Applicant

Signature of the Owner(s) - (All parties on the deed must sign)

Ashley Swan

Type or print name

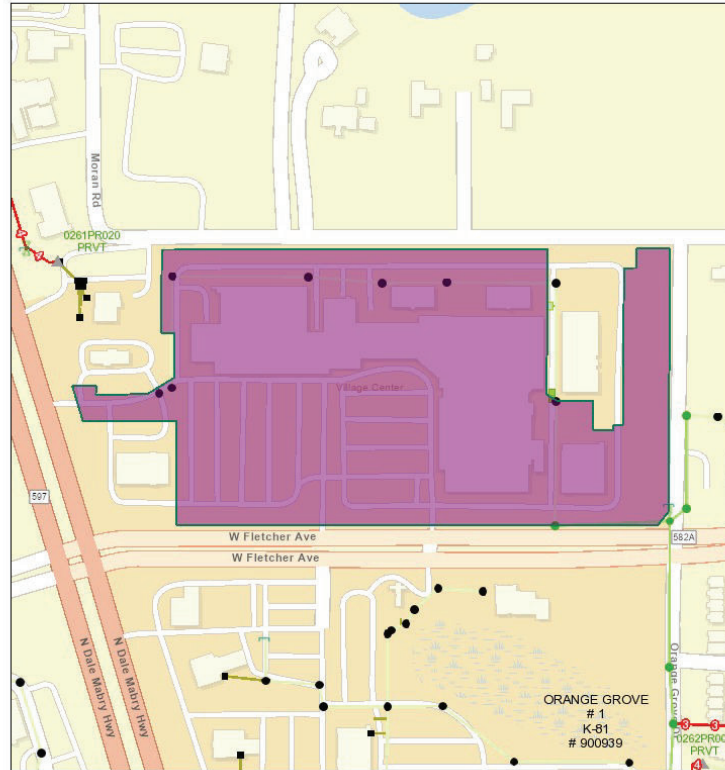
Type or print name



PARCEL INFORMATION HILLSBOROUGH COUNTY FLORIDA

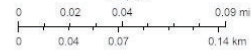
Jurisdiction	Unincorporated County
Zoning Category	Planned Development
Zoning	PD
Description	Planned Development
RZ	89-0177
Flood Zone:X	AREA OF MINIMAL FLOOD HAZARD
FIRM Panel	0184H
FIRM Panel	12057C0184H
Suffix	H
Effective Date	Thu Aug 28 2008
Pre 2008 Flood Zone	X
Pre 2008 Firm Panel	1201120185F
County Wide Planning Area	Greater Carrollwood Northdale
Community Base Planning Area	Greater Carrollwood Northdale
Planned Development	PD
Re-zoning	null
Minor Changes	null
Major Modifications	null
Personal Appearances	98-0479,94-0204, 18-0158
Census Data	Tract: 011301 Block: 1023
Future Landuse	OC-20
Urban Service Area	USA
Mobility Assessment District	Urban
Mobility Benefit District	1
Fire Impact Fee	Northwest
Parks/Schools Impact Fee	NORTHWEST
ROW/Transportation Impact Fee	ZONE 1
Wind Borne Debris Area	140 MPH Area
Aviation Authority Height Restrictions	180' AMSL
Competitive Sites	NO
Redevelopment Area	NO

Folio: 19381.0000



November 8, 2024

1:2,997



Sources: Esri, TomTom, Garmin, FAD, NOAA, USGS, © OpenStreetMap contributors, and the GIS User Community, EGIS

Hillsborough County Florida

Folio: 19381.0000
PIN: U-09-28-18-ZZZ-000000-83190.0
Magnolia Palms Daphne Llc / Et Al

Mailing Address:
 5370 Oakdale Rd Se
 null

Smyrna, Ga 30082-5218

Site Address:
 13121 N Dale Mabry Hwy
 Tampa, Fl 33618

SEC-TWN-RNG: 09-28-18

Acreage: 15.3719

Market Value: \$25,777,700.00

Landuse Code: 1620 STORE/SHP CENTE

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2. Any decision made or action taken or not taken by any person in reliance upon any information or data furnished hereunder.