EXHIBIT 1

THIS INSTRUMENT PREPARED BY AND RETURN TO:
FRED A. MORRISON
McLin & Burnsed P. A.
Post Office Box 491357
Leesburg, Florida 34749-1357

Revocable License

(RESERVED FOR RECORDING)

THIS LICENSE granted on the 11th day of FEBRUARY, 2009, by **THE CITY OF LEESBURG, FLORIDA,** hereafter referred to as the "City," whose address is Post Office Box 490630, Leesburg, Florida 34749–0630, and **SINFULLY SWEETS & GIFTS, INC.** hereafter referred to as "Company," whose address is 610 W. Main Street, Leesburg, Florida 34748,

WITNESSETH:

That Company owns a restaurant known as Sinfully Sweets & Gifts, Inc. located at 610 W. Main Street, Leesburg, Florida, which is adjacent to a public street and sidewalk. Company wishes to utilize a portion of the municipal sidewalk in the front of the establishment, as an extension of its service area, in the manner of a "sidewalk cafe." This License is given and granted to permit that activity and to impose conditions and requirements on the activity.

NOW, THEREFORE, for and in consideration of the sum of $1.00 and other good and valuable considerations, to it in hand paid by Company, the receipt and sufficiency of which are hereby acknowledged, the City does hereby grant to the Company a revocable license to locate a portion of its serving area on its public right of way, as a sidewalk cafe operation on the sidewalk in front of the business of the Company, in the manner depicted on the site plan attached hereto as Exhibit "A" and incorporated herein by reference. This license is subject to the following terms, conditions and limitations:

1. The City may revoke this license at will, with or without cause, at any time, by giving written notice to the Company at least 30 days prior to the effective date of revocation. Upon notice of revocation being issued to the Company, it will cause the removal of all personal property and improvements placed by the Company in the sidewalk area, and will repair any damage to the public streets or sidewalks and restore all property of the City to substantially the same condition as prior to the granting of this License, all such work to be completed not later than the effective date of revocation. All costs of the installation and removal of tables and other improvements, and all costs to restore the City's property to its former condition, shall be borne by the Company, without contribution by the City.

2. No tables, personal property or improvements will be placed on the public sidewalk or other public property or right of way, except as shown on the site plan attached hereto. All personal property and improvements placed on the City's property by the Company must meet applicable codes and ordinances, now existing or as hereafter enacted or amended.

3. Under no circumstances shall the term of this license exceed 5 years, whether or not expressly revoked or terminated by the City at the end of such term. At the end of the 5 year term, unless this License has been renewed prior thereto, the Company shall take such steps as are required hereunder in the event of a termination.

4. The Company shall pay to the City, a one time fee of $156.00, upon approval of this License by the City Commission for use of the public sidewalk and right of way as permitted hereunder. The one-time fee paid by Company to City represents the total cost for this License for the 5 year term. Failure to pay this fee shall constitute abandonment of this License and all rights hereunder by the Company and in such event the Company shall take such steps as are mandated hereunder in the event of revocation.

5. The Company shall carry public liability insurance providing coverage against death, personal injury, or damage to property, arising out of or in any manner related to use of the sidewalk or other portion of the public right of way, or in any other manner arising out of the exercise by the Company of its rights under this License, having liability limits of not less than $1,000,000.00 CSL (Combined Single Limit), with the City shown as an additional insured party. This coverage shall be obtained from an insurer licensed to issue such policies within the State of Florida, having a rating of "A" or better from A.M. Best or comparable ratings services. The policy shall contain a provision whereby coverage may not be canceled or terminated for any reason whatsoever until the City has been given written notice by the insurer not less than 30 days prior to the date of cancellation.

6. The Company shall indemnify the City, and hold it harmless, from each and every claim or cause of action which arises out of or is in any manner related to use of the sidewalk or other portion of the public right of way, or in any other manner arising out of the exercise by the Company of its rights under this License, together with all court costs and attorneys' fees incurred by the City in the defense of any such claim or cause of action, excepting only such claims as are the sole, direct and proximate result of gross negligence or intentionally wrongful conduct on the part of the City, its agents, servants, officers or employees, without in any manner whatsoever being caused in whole or in part by any degree of negligence on the part of the Company, its agents, servants, officers, directors or employees.

7. This License may not be amended orally, by implication, by course of conduct, or in any other manner whatsoever than by way of a written instrument approved by the Leesburg City Commission at a duly noticed public meeting, at which the amendment to this License was on the agenda for consideration and action. The Company is notified hereby that it may not rely on any oral or written statement or promise of any officer, agent or employee of the City with regard to the terms of this License or any proposed amendment to this License, until

final approval by the City Commission as aforesaid, nor will any action taken or expenditure made by the Company in purported reliance on any such statement or promise support a claim of equitable estoppel against the City.

8. This License may not be assigned by Company without written permission from the City. Company may not assign any of the duties or rights or any claim arising out of or related to this License, whether arising in tort, contract, or otherwise, without the written consent of the City.

9. The Company shall at all times maintain an open pedestrian walkway with a minimum width of five feet, for the passage of pedestrian traffic along the sidewalk, and the use of the sidewalk by the Company hereunder shall not impede access to any other business or premises in the area.

10. If the Company fails to remove personal property and improvements, and restore the City's property upon revocation of this License, within the time allowed, the City may take such action as necessary to effectuate the removal of the property and improvements, and the restoration of its property, and bill the cost of the work to the Company, which shall pay all such expenses in full not later than 30 days after receipt of the invoice. Any amounts remaining unpaid from that date forward shall bear interest at the highest rate allowed by law until paid in full.

11. In any action or proceeding arising out of this License, the prevailing party shall be entitled to recover its court costs and reasonable attorneys' fees in addition to any other relief obtained. Venue for any action or proceeding arising out of this License shall be in Lake County, Florida.

IN WITNESS WHEREOF, the City has caused its duly authorized officers to set their hands and seals to this instrument.

THE CITY OF LEESBURG, FLORIDA

BY:_____
LEWIS PUCKETT, Mayor

Approved as to form and content:

Attest:_____
BETTY RICHARDSON, City Clerk

_____
FRED A. MORRISON, City Attorney

STATE OF FLORIDA
COUNTY OF LAKE

BEFORE ME, the undersigned Notary Public, personally appeared LEWIS PUCKETT, as Mayor, and BETTY RICHARDSON, as City Clerk of the City of Leesburg, Florida, who acknowledged before me on this _____ day of _____ , 2009, that they executed the foregoing instrument on behalf of the City of Leesburg for the purposes expressed therein, and who were either {CHECK ONE} _____ personally known to me, or _____ produced ____ _____ as identification.

_____
NOTARY PUBLIC

_____
Commission Number

_____
Type or print name of Notary

_____
Commission expiration date

WITNESSES (two required)

_____
MICHAEL MILLER
(type or print name of witness)

_____
Amber D Albinio
(type or print name of witness)

_____
MARY BUTLER, Registered Agent
for Sinfully Sweets & Gifts, Inc.

STATE OF FLORIDA
COUNTY OF LAKE

BEFORE ME, the undersigned Notary Public, personally appeared MARY BUTLER as Registered Agent of Sinfully Sweet & Gifts, Inc. who acknowledged before me on the 11 day of February, 2009, that she executed the foregoing instrument on behalf of the corporation, and who was either {CHECK ONE} ✓ personally known to me, or who _____ produced _____ as identification.

Debbie Blair
NOTARY PUBLIC, State of Florida

_____
Commission Number

Debbie Blair
Type or print name of Notary

_____
Commission Expiration Date

NOTARY PUBLIC-STATE OF FLORIDA
Debbie Blair
Commission #DD787322
Expires: MAY 11, 2012
BONDED THRU ATLANTIC BONDING CO., INC.

PROPERTY OWNER & AGENT AFFIDAVIT*

DATE: 2-10-09

Before me, the undersigned authority personally appeared John D. O'Kelley (property owner's name), who being by me duly sworn on oath, deposes and says:

1. That said authority is the fee-simple owner of the property legally described in this application.

2. That said authority desires a REVOCABLE LICENSE AGREEMENT to allow:

   SIDEWALK CAFE

3. That said authority (property owner) has appointed _____ (agent's name) to act in his behalf to accomplish the above, and before me the undersigned authorized agent personally appeared and, being by me duly sworn on oath, deposes and says:

   A. That he/she affirms and certifies that he/she understands and will comply with all ordinances, regulations, and provisions of the City of Leesburg, Florida, and that all statements and diagrams submitted herewith are true and accurate to the best of his/her knowledge and belief, and further, that this application and attachments shall become part of the Official Records of the City of Leesburg, Florida, and are not returnable.

   B. That the submittal requirements for the agreement have been completed and attached hereto as part of the application.

John D. O'Kelley
PROPERTY OWNER'S SIGNATURE

STATE OF FLORIDA
COUNTY OF LAKE

Subscribed and sworn to (or affirmed) before me on 2-10-09 (date) by John D. O'Kelley (name of affiant, deponent, or other signer). He/she is personally known to me or has presented _____ as identification.

Rayna R Moore
NOTARY PUBLIC
SEAL:

Notary Public State of Florida
Rayna R Moore
My Commission DD520921
Expires 04/18/2010

_____
AGENT'S SIGNATURE

STATE OF FLORIDA
COUNTY OF LAKE

Subscribed and sworn to (or affirmed) before me on _____ (date) by _____ (name of affiant, deponent, or other signer). He/she is personally known to me or has presented _____ as identification.

_____
NOTARY PUBLIC
SEAL:

***NOTE: PROPERTY OWNER MUST SIGN AFFIDAVIT. WHEN AGENT IS REPRESENTING CASE, BOTH AGENT AND PROPERTY OWNER MUST SIGN AFFIDAVIT.**