

**THIRD AMENDMENT TO THE LEASE AGREEMENT**

**THIS THIRD AMENDMENT TO THE LEASE AGREEMENT**, (this “Third Amendment”) dated as of this 21<sup>st</sup> day of MARCH, 2023 amends that certain Lease Agreement dated February 3, 2016, as amended by that First Amendment dated January 31, 2021 and by the Second Amendment dated March 21, 2022, any and all Addenda, Amendments or Extensions thereof (collectively, the “Lease”) and is by and between **THE HARBOR SHOPS, LLC** a Florida limited liability company (“Landlord”) and **CITY OF FORT LAUDERDALE**, a Florida municipal corporation (“Tenant”).

**WITNESSETH:**

**WHEREAS**, Landlord and Tenant entered into the Lease relating to approximately 1,327 square feet of retail space (the “Premises”) within that certain shopping center known as The Harbor Shops located on the south side of 17<sup>th</sup> Street, Fort Lauderdale, Florida (the “Shopping Center”) as is more particularly described in the Lease, and

**WHEREAS**, the parties wish to modify the Lease as hereinafter set forth, and

**NOW, THEREFORE**, for and in consideration of the terms, covenants and conditions hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Landlord and Tenant agree as follows:

1. **Initial Term.** This Third Amendment shall extend the Initial Term, as set forth in the Lease, to a date certain. The Initial Term shall now expire on February 27, 2028. Any reference in this Amendment to the Lease, to the “Term of this Lease” or “Term” or “Lease Term” shall mean the Initial Term as hereby extended.
2. **Termination Without Cause.** Either Party may terminate this Lease without cause provided written notice of such termination is delivered to the other party at the address set forth in the lease by overnight delivery, hand delivery or certified mail, return receipt requested. Tenant shall have one-hundred eighty (180) days from the date notice is received to vacate the Premises and remove all furniture, fixtures and equipment.
3. **Ratify.** All other terms and conditions of the Lease, as amended but not amended hereby are ratified and confirmed and remain in full force and effect and binding upon the parties thereto. Any provisions of this Third Amendment shall prevail over conflicting provisions contained in the Lease, as amended.

***REMAINDER OF THE PAGE LEFT INTENTIONALLY BLANK.***

**AS TO LESSEE:**

**CITY OF FORT LAUDERDALE, A  
MUNICIPAL CORPORATION OF THE  
STATE OF FLORIDA**

**WITNESSES:**

Doris Deneke

Doris Deneke

[Witness type or print name]

Aimee Klauw

[Witness type or print name]

Dean J. Trantalis

By:

Dean J. Trantalis, Mayor

Greg Chavarria

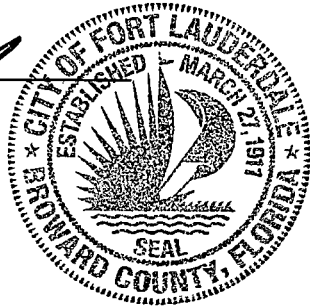
By:

Greg Chavarria, City Manager

**ATTEST:**

David R. Soloman

David R. Soloman,  
City Clerk



Approved as to form:

D'Wayne M. Spence, Interim City Attorney

By:

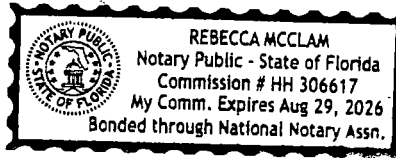
Lynn Solomon, Esq.  
Assistant City Attorney

STATE OF FLORIDA  
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this by means of  physical presence or  online,  
this 3rd day of April, 2023, by DEAN J. TRANTALIS, Mayor of the City of  
Fort Lauderdale, a municipal corporation of Florida on behalf of the City of Fort Lauderdale.

Rebecca McClay  
Notary Public, State of Florida

Rebecca McClay  
Name of Notary Typed, Printed or Stamped



Personally Known  OR Produced Identification

Type of Identification Produced \_\_\_\_\_

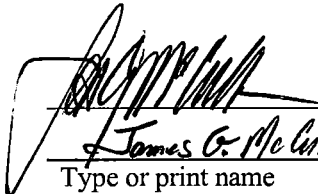


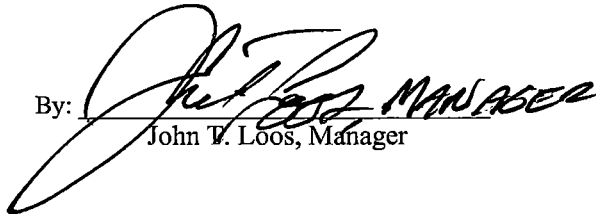
IN WITNESS OF THE FOREGOING, the parties have set their hands and seals the day and year first written above.


**AS TO LESSOR:**

WITNESSES:

**THE HARBOR SHOPS, LLC, A FLORIDA  
LIMITED LIABILITY COMPANY**


  
\_\_\_\_\_  
James G. McCull  
Type or print name

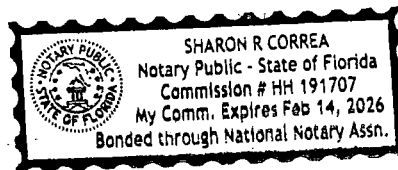
By:   
\_\_\_\_\_  
John T. Loos, Manager

  
\_\_\_\_\_  
SHARON R. RAMOS  
Type or print name

STATE OF FLORIDA:  
COUNTY OF BROWARD:

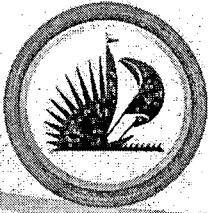
The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this 21<sup>st</sup> day of MARCH, 2023, by JOHN T. LOOS, as Manager of THE HARBOR SHOPS, LLC, a Florida Limited Liability Company.

  
\_\_\_\_\_  
Notary Public signature  
SHARON R CORREA  
Name Typed, Printed or Stamped



Personally Known XV OR Produced Identification \_\_\_\_\_

Type of Identification Produced \_\_\_\_\_



# DOCUMENT ROUTING FORM

Rev: 3 | Revision Date: 9/1/2022

TODAY'S DATE: 3/28/2023

DOCUMENT TITLE: #rd Amendment to Lease Agreement between COFL and The Harbors Shops LLC - 1845 Cordova Road, Ste. 207

COMM. MTG. DATE: 1/24/2023 CAM #: 23-0145 ITEM #: CM-10 CAM attached:  YES  NO

Routing Origin: CAO Router Name/Ext: Sonia S x5598 Action Summary attached:  YES  NO

CIP FUNDED:  YES  NO

Capital Investment / Community Improvement Projects defined as having a life of at least 10 years and a cost of at least \$50,000 and shall mean improvements to real property (land, buildings, or fixtures) that add value and/or extend useful life, including major repairs such as roof replacement, etc. Term "Real Property" include land, real estate, realty, or real.

2) City Attorney's Office: Documents to be signed/routed?  YES  NO # of originals attached: 3

Is attached Granicus document Final?  YES  NO Approved as to Form:  YES  NO

Date to CCO: 3/28/2023 Attorney's Name: Lynn Solomon Initials: [Signature]

3) City Clerk's Office: # of originals: 3 Routed to: \_\_\_\_\_ Ext: \_\_\_\_\_ Date: 03/28/23

4) City Manager's Office: CMO LOG #: MAR 109 Document received from: CCO 3/28/23

Assigned to: GREG CHAVARRIA  ANTHONY FAJARDO  SUSAN GRANT   
GREG CHAVARRIA as CRA Executive Director

APPROVED FOR G. CHAVARRIA'S SIGNATURE  N/A G. CHAVARRIA TO SIGN

PER ACM: A. FAJARDO (Initial) S. GRANT (Initial)

PENDING APPROVAL (See comments below)

Comments/Questions: \_\_\_\_\_

Forward 4/3/23 originals to  Mayor  CCO Date: 4/3/23 Back to CMO Missing sign

5) Mayor/CRA Chairman: Please sign as indicated.  
Forward \_\_\_\_\_ originals to CCO for attestation/City seal (as applicable) Date: \_\_\_\_\_

### INSTRUCTIONS TO CITY CLERK'S OFFICE

City Clerk: Retains \_\_\_\_\_ original and forwards \_\_\_\_\_ originals to: Sonias /CAO/ X5598

Attach \_\_\_\_\_ certified Reso # \_\_\_\_\_  YES  NO Original Route form to CAO

