



COMMISSION AGENDA ITEM  
DOCUMENT ROUTING FORM

106  
4/24/19

Today's Date: April 17, 2019

DOCUMENT TITLE: First Amendment to Shop Lease for Shops in the Central Business District  
Parking Garage Shop 108 & 112 – MBR of Fort Lauderdale, LLC

COMM. MTG. DATE: 4/2/19 CAM #: 19-0338 ITEM #: CM-3 CAM attached:  YES  NO

Routing Origin: CAO Router Name/Ext: Shaniece Louis / Ext. 5036

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 # of originals attached: 1 Approved as to Form:  YES  NO

Date to CCO: 4/17/19 RBD  
Initials

3) City Clerk's Office: # of originals: 1 Routed to: Donna Varisco/CMO/X5013 Date: 4/17/19

4) City Manager's Office: CMO LOG #: Apr. 70 Date received from CCO: 4/17/19

Assigned to: CHRIS LAGERBLOOM  LINDA LOGAN-SHORT  RHODA MAE KERR   
CHRIS LAGERBLOOM as CRA Executive Director

APPROVED FOR C. LAGERBLOOM'S SIGNATURE  N/A FOR C. LAGERBLOOM TO SIGN

PER ACM: L.L-SHORT (Initial/Date) R. KERR (Initial/Date)

PENDING APPROVAL (See comments below)

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

Forward 1 originals to  Mayor  CCO Date: 4/18/19

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

**INSTRUCTIONS TO CLERK'S OFFICE**

City Clerk: Retains 1 original and forwards 1 copy to: Luisa Agathon (Name/Dept/Ext)

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

**\*\*PLEASE EMAIL AN EXECUTED COPY TO SHANIECE LOUIS \*\*\***



**CITY OF FORT LAUDERDALE  
City Commission Agenda Memo  
REGULAR MEETING**

**#19-0338**

**TO:** Honorable Mayor & Members  
Fort Lauderdale City Commission

**FROM:** Chris Lagerbloom, ICMA-CM, City Manager

**DATE:** April 2, 2019

**TITLE:** Motion Authorizing Execution of a First Amendment to the Lease Agreement between the City of Fort Lauderdale and MBR of Fort Lauderdale, LLC for Shops 108 & 112 in the Central Business District Parking Garage Shop (a/k/a Riverwalk Center)

**Recommendation**

It is recommended that the City Commission adopt a motion authorizing execution of a First Amendment to the Lease Agreement between the City of Fort Lauderdale, as Landlord, and MBR of Fort Lauderdale, LLC (“MBR”) for Shops 108 & 112 in the Central Business District Parking Garage also known as the Riverwalk Center.

**Background**

On November 7, 2017, the City Commission approved a lease agreement with the E & J Dining Inc. d/b/a Mr. Nick’s Sub Shoppe (“E & J Dining”) to lease shops 108 & 112 in the Riverwalk Center. The lease has a five (5) year term with an option to extend for an additional five (5) years. At the March 19, 2019 City Commission Meeting, Commission authorized execution of the Landlord’s Consent to an Assignment and Assumption of the Lease Agreement from E & J Dining to MBR.

The Landlord’s Consent to Assignment of Lease was with the understanding that upon the sale and purchase of the business on March 22, 2019, the City and MBR would amend the Lease to reflect the following:

- Amending Section 9(b) of the lease to reflect the new security deposit to be in the amount of \$6,788.32 or two months of the current 2019 rent amount. The current security deposit of \$5,728.00 will be returned to E & J Dining.
- Adding a prepayment of base rent, Lessor and Lessee agree that the Lessee had prepaid to Lessor, in escrow, the base rent for the months of April, May, June, and July of 2019 in the monthly amount of \$3,394.16. Lessor shall withdraw each monthly payment on the first day of such month.
- Amending Section 17 of the lease, “Assignment and Subleasing” to reflect that any sublessee or assignee of the Lease must have financial resources equal to or greater than that of the new Lessee, MBR.

**Resource Impact**

There will be a net impact of \$1,060.32 in the escrow account, upon the approval of the City Commission.

<b>Funds available as of March 19, 2019</b>					
<b>ACCOUNT NUMBER</b>	<b>INDEX NAME (Program)</b>	<b>CHARACTER CODE/ SUB- OBJECT NAME</b>	<b>AMENDED BUDGET</b>	<b>AVAILABLE BALANCE</b>	<b>AMOUNT</b>
001-FD001.01-219-006300	CPM 108-12 E&J Dining Nick's Sub Shop Deposit	N/A	N/A	\$5,728.00	(\$5,728.00)
001-FD001.01-219-006306	CPM 108 MBR FTL Nick's Sub Shop Sec Deposit	N/A	N/A	\$0	\$6,788.32
				<b>TOTAL AMOUNT ►</b>	<b>\$1,060.32</b>

**Strategic Connections**

This item is a *Press Play Fort Lauderdale Strategic Plan 2018* initiative, included within the Internal Support Cylinder of Excellence, specifically advancing:

- Goal 12: Be a leading government organization, managing resources wisely and sustainably
- Objective 1: Ensure sound fiscal management
- Initiative 1: Achieve a structurally balanced budget through viable revenue sources, smart financial management, comprehensive financial forecasting, and results-oriented and efficient services

**Attachments**

Exhibit 1 – Nick's Sub Shoppe Lease Agreement  
Exhibit 2 – First Amendment

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Prepared by: Luisa Agathon, City Manager's Office

Department Director: Chris Lagerbloom, ICMA-CM, City Manager

**FIRST AMENDMENT TO**  
**SHOP LEASE FOR**  
**SHOPS IN THE CENTRAL BUSINESS DISTRICT PARKING GARAGE**  
**Shop 108 & 112**

This First Amendment to Shop Lease for Shops in the Central Business District Parking Garage Shop 108 & 112) (this "First Amendment") is made as of this 18 day of April, 2019 by and between:

**THE CITY OF FORT LAUDERDALE**, a municipal corporation of the State of Florida, referred to as "**LESSOR**" or "**CITY**,"

and

**MBR OF FORT LAUDERDALE, LLC**, a Florida limited liability company, referred to as "**LESSEE**,"

**RECITALS**

A. On November 7, 2017, E&J DINING, INC., d/b/a MR. NICK'S SUB SHOPPE executed a Shop Lease for Shops in the Central Business District Parking Garage for Shop No. 108 & 112. (the "**Shop Lease**").

B. On or about March 19, 2019, the Shop Lease was assigned to LESSEE pursuant to that certain Assignment and Assumption of Lease Agreement and Landlord's Consent to Assignment and Assumption.

C. The parties desire to amend the Shop Lease (1) to reflect the new security deposit held by LESSOR pursuant to Section 9 (b) of the Shop Lease and refunding \$5,728.00 to E & J Dining, Inc. ("E&J") the security deposit formerly held by the LESSOR for E&J; (2) to reflect the prepayment of Base Rent for the months of April, May, June and July, 2019; and (3) to make a conforming amendment to Section 17 of the Shop Lease.

NOW, THEREFORE, in consideration for the mutual promises and covenants contained in this First Amendment, the parties agree as follows:

1. **Recitals.** LESSOR and LESSEE acknowledge that the foregoing recitals are true and correct.

2. **Amended Amount of Security Deposit.** LESSOR and LESSEE agree that the amount of Security Deposit held by LESSOR pursuant to Section 9 (b) of the Shop Lease is \$6,788.32. Upon full execution of this First Amendment LESSOR agrees to refund to E & J Dining, Inc. ("E&J") the \$5,728.00 formerly held by LESSOR as E&J's securing deposit.

3. **Prepayment of Base Rent.** LESSOR and LESSEE agree that LESSEE has prepaid to LESSOR, in escrow, the Base Rent for the months of April, May, June and July, 2019 in the monthly amount of \$3,394.16. LESSOR shall withdraw each monthly payment on the first day of each such month.

**4. Assignment and Subleasing.** Section 17 of the Shop Lease is hereby amended to read as follows:

**17. Assignment and Subleasing.** LESSEE may assign or sublease its interest in this Lease in whole or in part, (a) only to an assignee or sublessee that either (i) LESSEE will have the power to direct the management and policies of, directly or indirectly, whether through the ownership of voting interests, by contract, or otherwise, or (ii) who has (A) five (5) or more years of top managerial experience running a restaurant operation, and (B) financial resources equal to or greater than MBR OF FORT LAUDERDALE, LLC. as of the date of the proposed assignment or sublease, and (b) only with the written consent of the CITY and as determined by the CITY's sole discretion, authorized by appropriate municipal action, taken at a public meeting of the City Commission of the CITY. Such consent shall not operate to release the LESSEE from its obligations under this Lease. Notwithstanding anything in Paragraph 9 of this Lease, in the event of an assignment, the assignee shall be liable for rent escalations in accordance with Paragraph 9 (e) hereof. Anything herein to the contrary notwithstanding, in the event LESSEE requests approval of LESSOR for an assignment or sublease of the Leased Premises, LESSOR shall have the right, but not the obligation, to recapture the Leased premises from the LESSEE and terminate LESSEE's remaining Leasehold Interest as of the proposed effective date of such requested assignment or sublease; provided, however, LESSEE shall have the right to nullify such termination within ten (10) days of receipt of the notice of termination by providing LESSEE with written notice withdrawing such proposed assignment or sublease of the Leased Premises. For purposes of this Lease, the term "assignment" shall not include, and all of the foregoing provisions shall not apply to, a change in control or change in shareholders, members, directors, management or organization of LESSEE, or any subsidiary, affiliate or associate of the parent of LESSEE.

**5. Ratification.** Except as otherwise provided in this First Amendment, the terms and conditions of the Shop Lease are hereby ratified and remain in full force and effect.

IN WITNESS WHEREOF, LESSOR and LESSEE have caused this First Amendment to be executed as of the day and year first above written.

**REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK**

IN WITNESS WHEREOF, the parties have executed this First Amendment as of the date first written above.

WITNESSES:

**MBR of Fort Lauderdale, LLC, a**  
Florida limited liability company

Mary J. Matthews  
Mary J. Matthews  
Print Name

By: [Signature]  
Matt Halprin, Member and Manager

Donna Varisco  
Donna Varisco  
Print Name

STATE OF Florida  
COUNTY OF Broward

The foregoing instrument was acknowledged before me this 17 day of April, 2019 by **Matt Halprin as Member and Manager of MBR of Fort Lauderdale, LLC**, a Florida limited liability company on behalf of the company. He/She is personally known to be or has produced Florida driver license as identification.

(SEAL)



[Signature]  
Notary Public, State of Florida  
(Signature of Notary Acknowledgment)

Gina Rizzuti-Smith  
Name of Notary Typed, Printed or Stamped

MARCH 15, 2021  
My Commission Expires:

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

WITNESSES:

Mary J. Matthews  
Mary J. Matthews  
[Witness print or type name]

Jeanette A. Johnson  
Jeanette A. Johnson  
[Witness print or type name]

CITY OF FORT LAUDERDALE

By: Dean J. Trantalis  
Dean J. Trantalis, Mayor

By: Christopher J. Lagerbloom  
Christopher J. Lagerbloom, City Manager

ATTEST:

Jeffrey A. Modarelli  
Jeffrey A. Modarelli, City Clerk

APPROVED AS TO FORM  
Alain E. Boileau, City Attorney:

By: Robert B. Dunckel  
Robert B. Dunckel,  
Assistant City Attorney

STATE OF FLORIDA:  
COUNTY OF BROWARD:

The foregoing instrument was acknowledged before me this 23<sup>rd</sup> day of April,  
2019, by **Dean J. Trantalis**, Mayor of the City of Fort Lauderdale, a municipal corporation of  
Florida. He is personally known to me and did not take an oath.

(Seal)



Jeanette A. Johnson  
Notary Public, State of Florida  
(Signature of Notary taking Acknowledgment)

Jeanette A. Johnson  
Name of Notary Typed, Printed or Stamped

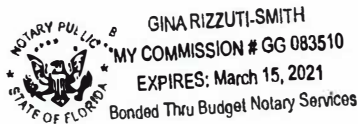
My Commission Expires: 1/31/23

Commission Number GG 276785

STATE OF FLORIDA:  
COUNTY OF BROWARD:

April 18 The foregoing instrument was acknowledged before me this  
18, 2019, by **Christopher J. Lagerbloom**, City Manager of the City  
of Fort Lauderdale, a municipal corporation of Florida. He is personally known to me and did  
not take an oath.

(SEAL)



Gina Rizzuti-Smith  
Notary Public, State of Florida  
(Signature of Notary taking Acknowledgment)

Gina Rizzuti-Smith  
Name of Notary Typed, Printed or Stamped

My Commission Expires:

GG 083510

Commission Number