

③ ✓ 10/14/15 ②

DOCUMENT ROUTING FORM

NAME OF DOCUMENT: AMENDMENT TO SHOP LEASE FOR SHOPS IN THE CENTRAL
BUSINESS DISTRICT PARKING GARGAE SHOP 104

CAM: 15-1147 ITEM: CM-3 CCM: 09/16/15

Routing Origin: ☒ CAO Also attached: ☐ copy of CAM ☒ Original Documents

City Attorney's Office: Approved as to Form 3 Original and Delivered to City
Manager

Assistant City Attorney: *RBD*

CIP FUNDED ☐ YES ☐ NO
Capital Investment / Community Improvement Projects

**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, 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, real.

2) **City Manager:** Please sign as indicated and forward 3 originals to City Clerk.

INSTRUCTIONS TO CLERK'S OFFICE

3) **City Clerk:** Retains one original and forwards 2 originals to: *Ryan Henderson*
~~Shaniece Ext. 5036~~

☒ Original Route form to Shaniece 5036

AMENDMENT TO
SHOP LEASE FOR
SHOPS IN THE CENTRAL BUSINESS DISTRICT PARKING GARAGE
Shop 104

THIS IS an Amendment to the Shop Lease for Shops In The Central Business District Parking Garage Shop Lease 104, entered into on the 16th day of September, 2015, by and between:

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

and

NADJA A. HORST, DMD, PA, a professional association organized under the laws of Florida, whose principal address and mailing address is 9101 Sunrise Lakes Boulevard #218, Sunrise, Florida 33322, referred to as "Lessee".

WHEREAS, the existing Lease for Shop 104 is due to expire September 30, 2015; and

WHEREAS, LESSEE is desirous of extending that Lease for a period not to exceed: (a) three (3) months, until to and including December 31, 2015; (b) until the commencement date under a Renewal Lease for the Leased Premises with Lessee for a term of not less than five (5) years; or (c) until the commencement date under a new Lease for the Leased Premises for a term of not less than five (5) years with the buyer of Lessee's dental practice, whichever (a), (b) or (c) should first occur; and

WHEREAS, extension of the existing Lease as above stated serves a valid municipal purpose;

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties agree as follows:

1. Recitals. Lessor and Lessee acknowledge that the foregoing Recitals are true and correct.

1.1 Leased Premises.

(a) LESSOR leases to LESSEE the following described Leased Premises:

Shop No. 104 of the Shops in the Central Business District Parking Garage, Fort Lauderdale, Florida, consisting of approximately 1,262 square feet, and as shown on Exhibit "A", attached to and incorporated in this Shop Lease.

(hereinafter, Leased Premises)

(b) The Leased Premises are being leased subject to compliance by LESSEE with all laws, ordinances, rules and regulations promulgated by any governmental agencies and all subdivisions of the State of Florida, including LESSOR, now in effect or which may hereafter be enacted or promulgated. LESSOR agrees to use its best efforts to assist LESSEE in securing compliance with all applicable building codes as they may pertain to the structure of the Leased Premises and as intended to be utilized by LESSEE.

2. Term. Paragraph 2, Term, of the Lease is hereby amended to read as follows:

2. TERM. The existing termination date of September 30, 2015 is hereby extended for: (a) three (3) months, until to and including December 31, 2015; (b) until the commencement date under a Renewal Lease for the Leased Premises with Lessee for a term of not less than five (5) years; or (c) until the commencement date under a new Lease for the Leased Premises for a term of not less than five (5) years with the buyer of Lessee's dental practice, whichever (a), (b) or (c) should first occur.

3. PURPOSE. The Leased Premises are leased to LESSEE for use as a dental office. In the event the Leased Premises are no longer used exclusively for that purpose, LESSOR reserves the right to cancel this Lease.

4. The Effective Date of this Amendment to Shop Lease for Shop 104 shall be upon full execution by the parties.

5. In the event and to the extent of conflict between the terms and conditions of this Amendment and the terms and conditions of the underlying Shop Lease for Shops In The Central Business District Parking Garage – Shop 104, then, to the extent of such conflict, the terms and conditions of this Amendment shall supersede and prevail over the terms and conditions of the underlying Shop Lease.

6. Subject to the terms hereof, CITY and LESSE ratify and confirm the underlying Shop Lease as amended by this Amendment.

[signatures on next page]

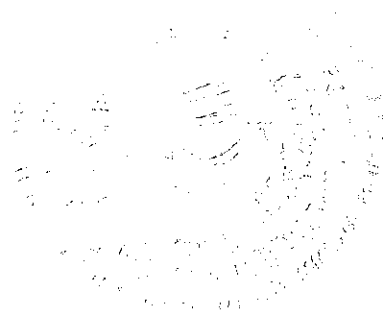
IN WITNESS OF THE FOREGOING, the parties have set their hands and seals the day and year first written above.

WITNESSES:

Jamette A. Johnson
Jeannette A. Johnson
[Witness-print or type name]

Carla Foster
[Signature]
[Witness-print or type name]

(CORPORATE SEAL)



CITY OF FORT LAUDERDALE

By

[Signature]
John P. "Jack" Seiler, Mayor

By

[Signature]
Lee R. Feldman, City Manager

ATTEST:

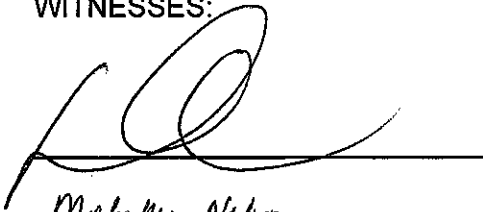
[Signature]
Jeff Modarelli,
Senior Assistant City Clerk

Approved as to form:

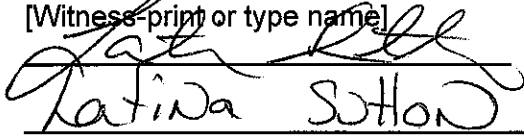
[Signature]
Robert B. Dunckel, Assistant City Attorney

Parking Garage Shop Lease
Shop No. 104
Lessee: Nadja A. Horst, DMD, P.A.

WITNESSES:



[Witness print or type name]

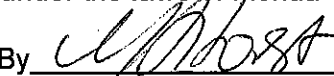


[Witness print/type name]

(CORPORATE SEAL)

NADJA A. HORST, DMD, PA, a
professional association organized
under the laws of Florida

By



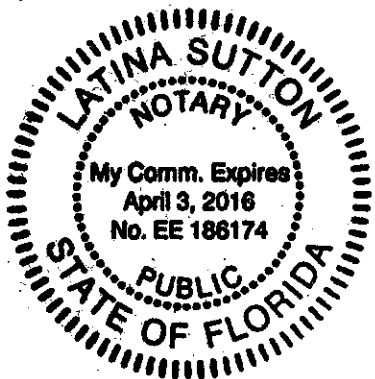
Nadja A. Horst, DENTIST
[Print Name and Title]

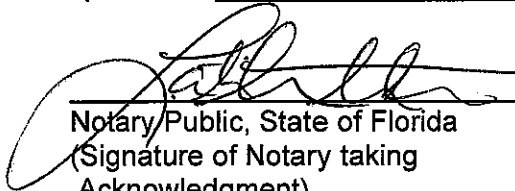
ATTEST:

STATE OF FLORIDA:
COUNTY OF BROWARD:

The foregoing instrument, was acknowledged before me this 10th day of September, 2015, by Nadja A Horst and _____ as Owner and _____, respectively, of NADJA A. HORST, DMD, P.A. She is personally known to me or has produced FL Drivers License as identification and did not take an oath.

(SEAL)





Notary Public, State of Florida
(Signature of Notary taking
Acknowledgment)

Latina Sutton
Name of Notary Typed,
Printed or Stamped

My Commission Expires: 4/3/2016

EE 186174
Commission Number

E:\Recovered\rbd_office\2015\Real_Property\Leases\Shop_104_Nodja_Horst_draft_01.22.15\Amendment\201.09.03.15 Amendment.doc

Parking Garage Shop Lease
Shop No. 104
Lessee: Nadja A. Horst, DMD, P.A.