

SHOPS IN THE CENTRAL BUSINESS DISTRICT PARKING GARAGE
SHOP LEASE

THIS IS A LEASE, entered into on June 1, 2011, by and between:

THE CITY OF FORT LAUDERDALE, a municipal corporation of the State of Florida, whose address is 100 North Andrews Avenue, Fort Lauderdale, FL 33301, hereinafter referred to as "CITY",

and

AMARCO TREATS, INC., a Florida corporation, whose mailing address is 625 N.E. 115th Street, Miami, FL 33161, hereinafter referred to as "LESSEE".

By Motion adopted at the May 17, 2011 meeting of the City Commission, the proper CITY officials were authorized to execute a Lease Agreement with LESSEE for Shop No. 140 (consisting of 1,007 square feet) in the Shops in the Central Business District Parking Garage a five (5) year lease term, with one (1) option to renew for an additional five (5) year term.

Pursuant to Section 8.12 of the Charter of the City of Fort Lauderdale, the CITY has negotiated this lease of a portion of the CITY-owned property known as the Shops in Central Business District Parking Garage (hereinafter the "Shops" or "Parking Garage"); and

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

1. **Recitals.** The parties hereby stipulate that the foregoing recitals are true and correct.

1.1 **Premises.**

(a) The CITY leases to LESSEE the following described Premises:

Shop No. 140 of the Shops in the Central Business District Parking Garage, Fort Lauderdale, Florida, consisting of approximately 1,007 square feet (hereinafter the "Premises"), and as shown on Exhibit "A," which is attached hereto and made a part hereof.

2. **TERM.** The Commencement Date of this Lease shall be June 1, 2011. The CITY leases the

Parking Garage Shop #140 Lease

Lessor: City of Fort Lauderdale

LESSEE: Amarco Treats, Inc.

Initial Lease Term: 06/01/2011 - 08/31/2016

Option Term: 09/01/2016 - 08/31/2021

Page 1 of 23

AMENDMENT TO LEASE AGREEMENT

This 1st Amendment to Lease Agreement ("1st Amendment") is dated to be effective as of the 19th day of MAY, 2020 and entered by and between the City of Fort Lauderdale, a municipal corporation of the State of Florida, whose principal address is 100 North Andrews Avenue, Fort Lauderdale, Florida, 33301 ("Lessor" or "City"), and AMARCO TREATS, INC, a Florida CORPORATION, whose principal address is 625 NE 115th AVE MIAMI FL 33161 (hereinafter "Lessee").

Background

WHEREAS, City and Lessee entered into that certain Lease Agreement dated 06/01, 2011, (CAM Number 11-0647), as supplemented, amended or modified from time to time, collectively, the "Lease"), pertaining to the Leased Premises, as such premises are further described in the Lease, and

WHEREAS, City and Lessee desire to enter into this 1st Amendment for the purpose of amending the Lease, subject to the terms and conditions set forth herein.

Agreement

NOW, THEREFORE, in consideration for the covenants and conditions of this 1st Amendment and for other good and valuable consideration, the receipt and sufficiency of which are hereby conclusively acknowledged, City and Lessee agree as follows:

1. **Recitals.** The above recitals are true and correct and are incorporated herein as a material part hereof.
2. **Defined Terms.** All undefined capitalized terms used herein shall have the same meanings as defined in the Lease.
3. **Rental Payments.** The Lease is hereby amended to defer the monthly rental payments for 90 days for the period beginning April 2020 through June 2020 (the "Deferral Period"), without extending the Term of the Lease Agreement. Upon the expiration of the Deferral Period, LESSEE shall resume making monthly rent payments as required in the Lease and the deferred rental payments being paid as an additional charge to the monthly base rental payment. The base rental and deferred rental payments shall be made by the Lessee over a three (3) month period beginning July 2020 through September 2020.
4. **Ratification of Lease; Counterparts.** All other provisions of the Lease shall remain unchanged and in full force and effect. City and Lessee do hereby ratify and confirm the Lease, as modified herein. This 1st Amendment may be signed in counterparts, each of which shall be deemed an original, all of which together shall constitute one complete agreement.
5. **Conflict.** If any of the provisions of this 1st Amendment conflict with the Lease, then this 1st Amendment shall control.
6. **Effectiveness.** This 1st Amendment shall not be effective until it is executed by, and delivered to, both City and Lessee.

AMENDMENT TO LEASE AGREEMENT

This Amendment to Lease Agreement ("Amendment") is made this _____ day of _____, 2020, and entered into by and between the City of Fort Lauderdale, a municipal corporation of the State of Florida, whose principal address is 100 North Andrews Avenue, Fort Lauderdale, Florida 33301 ("City"), and _____ ("Lessor"), whose principal address is _____ (hereinafter "Lessor").

Background

WHEREAS, City and Lessor entered into that certain Lease Agreement dated _____, 2020, (the "Lease") pertaining to the leased premises as such premises are further described in the Lease, and (C.A.M. Number _____), as supplemented, amended or modified from time to time collectively, and

WHEREAS, City and Lessor desire to enter into this Amendment for the purpose of amending the Lease, subject to the terms and conditions set forth herein.

Agreement

NOW, THEREFORE, in consideration for the covenants and conditions of this Amendment and for other good and valuable consideration, the receipt and sufficiency of which are hereby conclusively acknowledged, City and Lessor agree as follows:

1. **Recitals** The above recitals, to wit and context and are incorporated herein as a material part hereof.
2. **Defined Terms** All undefined capitalized terms used herein shall have the same meanings as defined in the Lease.
3. **Rental Payments** The Lease is hereby amended to defer the monthly rental payments for 90 days for the period beginning April 2020 through June 2020 (the "Deferral Period"), without extending the Term of the Lease Agreement. Upon the expiration of the Deferral Period, Lessor shall resume making monthly rent payments as provided in the Lease and the deferred rental payments being paid as an additional charge to its monthly base rental payment. The base rental and deferred rental payments shall be made by the Lessor over a three (3) month period beginning July 2020 through September 2020.
4. **Modification of Lease Covenants** All other provisions of the Lease shall remain unchanged and in full force and effect. City and Lessor do hereby certify and confirm the Lease, as modified herein. This Amendment may be signed in counterparts, each of which shall be deemed an original, all of which together shall constitute one complete Agreement.
5. **Conflict** If any of the provisions of this Amendment conflict with the Lease then this Amendment shall control.
6. **Effectiveness** This Amendment shall not be effective until it is executed by, and shall bind both City and Lessor.

7. **Authority**. City and Lessee each warrant to the other that the person or persons executing this 1st Amendment on its behalf has or have authority to do so and that such execution has fully obligated and bound such party to all terms and provisions of this 1st Amendment.

[Signature Pages to Follow]

IN WITNESS WHEREOF, the parties hereto have executed this Lease on the date first above written.

LESSEE

WITNESSES:

_____]Print Name

AMARCO TREATS, INC, A
Florida CORPORATION

_____]Print Name

[Signature]
Name OSVALDO RIVAS
Title VICE-PRESIDENT

STATE OF FLORIDA
COUNTY OF Broward

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 3rd day of June, 2020, by
OSVALDO RIVAS
(Name of person acknowledging)

[Signature]
Notary Public signature

ANN AUFFORD
Name of Notary Typed, Printed or Stamped



Personally Known _____ OR Produced Identification ☒

Type of Identification Produced Florida Drivers License

... ..

...

...

A

...

...

... ..

... ..



... ..

... ..

[AS TO CITY]

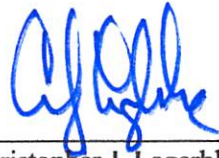
IN WITNESS OF THE FOREGOING, the parties have set their hands and seals the day and year first written above.

WITNESSES:

CITY OF FORT LAUDERDALE,
a municipal corporation of the State of Florida


[Witness Print Name] _____

Aimee Llauro
[Witness Print Name]: _____


By: 
Christopher J. Lagerbloom, ICMA-CM
City Manager

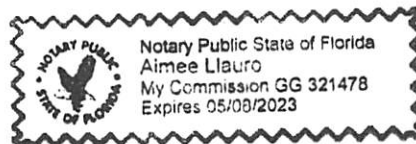
APPROVED AS TO FORM:
Alain E. Boileau

By: 
James Brako, Assistant City Attorney

STATE OF FLORIDA:
COUNTY OF BROWARD:

The foregoing instrument was acknowledged before of ☐ physical presence or ☐ online, this 17 day of June, 2020, by Christopher J. Lagerbloom, ICMA-CM, City Manager of the City of Fort Lauderdale, a municipal corporation of Florida.


Notary Public, State of Florida
Aimee Llauro
Name of Notary Typed, Printed or Stamped



Personally Known ☒ OR Produced Identification _____

Type of Identification Produced _____

[AS TO CITY]

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

WITNESSES:

CITY OF FORT LAUDERDALE,
a municipal corporation of the State of Florida

Witness Print Name: _____

Witness Print Name: _____

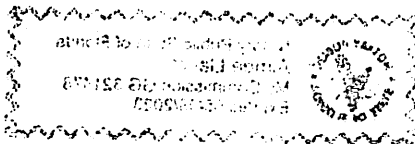
By: _____
Christopher A. Lashbrook, ICMA-CM
City Manager

APPROVED AS TO FORM:
Alain E. Boleau

By: _____
James Baker, Assistant City Attorney

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me in a physical presence or in online, this _____ day of _____, 2020, by Christopher A. Lashbrook, ICMA-CM, City Manager of the City of Fort Lauderdale, a municipal corporation of Florida.



Notary Public, State of Florida

Name of Notary, Typed, Printed or Stamped

Personally Known _____ OR Produced Identification _____

Type of Identification Produced _____



DOCUMENT ROUTING FORM

100
6/19/2020Today's Date: 6/8/2020DOCUMENT TITLE: Amendment to Lease to defer payments due to COVID-Amarco Treats Inc.COMM. MTG. DATE: 5/19/2020 CAM #: 20-0390 ITEM #: R-3 CAM attached: ☒ YES ☐ NORouting Origin: CAO Router Name/Ext: Sonia x5598 Action Summary attached: ☒ YES ☐ NOCIP 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.

1) City Attorney's Office: Documents to be signed/routed? ☒ YES ☐ NO # of originals attached: 1Is attached Granicus document Final? ☒ YES ☐ NO Approved as to Form: ☐ YES ☐ NODate to CCO: 6/16/20 James Brako
Attorney's NameJB
Initials2) City Clerk's Office: # of originals: 1 Routed to: MJ Matthews/CMO/x5364 Date: 6/18/2020

3) City Manager's Office: CMO LOG #: _____ Document received from: _____

Assigned to: CHRIS LAGERBLOOM ☐ ROB HERNANDEZ ☐ TARLESHA SMITH ☐CHRIS LAGERBLOOM as CRA Executive Director ☐☐ APPROVED FOR C. LAGERBLOOM'S SIGNATURE ☐ N/A C. LAGERBLOOM TO SIGN

PER DCM: R. Hernandez _____ (Initial/Date) PER ACM: T. Smith _____ (Initial/Date)

☐ PENDING APPROVAL (See comments below)

Comments/Questions: _____

Forward _____ originals to ☐ Mayor ☐ CCO Date: _____

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

INSTRUCTIONS TO CITY CLERK'S OFFICE

5) City Clerk: Forward _____ originals to CAO for FINAL APPROVAL Date: _____

6) CAO forwards _____ originals to CCO Date: _____

7) City Clerk: Scan original and forwards 1 originals to: Lisa Agathon / CMO / Ext, 5251*****Please email a copy of completely executed document to ssierra@fortlauderdale.govAttach _____ certified Reso # _____ ☐ YES ☐ NO Original Route form to CAO

CAO# 20-0591