



## Conditional Use – No New Construction

Property address or Location UNIT 2158, 2160, 2162 + 2164 at 2202 N. US 1, FT. Pierce  
 Parcel ID #(s) 1433-440-0009-010-1  
 Project description Assembly Area for Arcade

Dover-Neal Development, Inc.

Property Owner(s)  
4261 13<sup>th</sup> Street, Wyandotte, MI 48192

Street Address  
Wyandotte MI 48192

City State Zip  
313 600 2100

Phone Number  
idoverspike@ecorse.com

Email Address

Sunshine Arcade Inc

Applicant/Representative, Title, Company  
3915 Brookdale Street

Street Address  
Jacksonville FL 32277

City State Zip

Phone Number

Email Address

*Property Owner(s) Acknowledgements: - This application will not be considered complete without the signature of all property owners of record, which shall serve as an acknowledgement of the submission of this application. The property owner's signature below shall also authorize the Applicant (if other than the property owner) and/or Representative to act in his/her behalf for the purposes of seeking approval for the application described herein.*

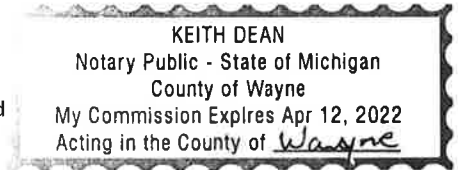
[Signature]  
Property Owner(s) Signature(s)

STATE OF ~~FLORIDA~~ -- Wayne COUNTY

The foregoing instrument was acknowledged before me this 20<sup>th</sup> day of August, 2020, by IVAN Doverspike who is personally known to me or has produced Michigan Drivers License as identification.

[Signature]  
Signature of Notary

(seal)



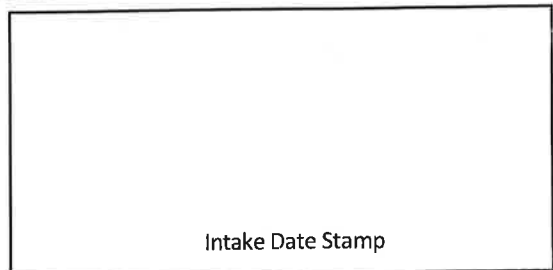
**INTAKE MEETINGS ARE REQUIRED FOR ALL SUBMITTALS. CALL (772) 467-3729**

**TO BE COMPLETED BY STAFF**

Zoning	Future Land Use	Total Acres	Historic District	Historic Designation	
				Contributing	Individual
				Non-Contributing	None

Pre-Application Meeting Date \_\_\_\_\_ Fees \_\_\_\_\_ Control # \_\_\_\_\_ B. Permit # \_\_\_\_\_

Intake Planner \_\_\_\_\_  
 Planner Assigned \_\_\_\_\_  
 Approved By \_\_\_\_\_ Date \_\_\_\_\_  
 Comments \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

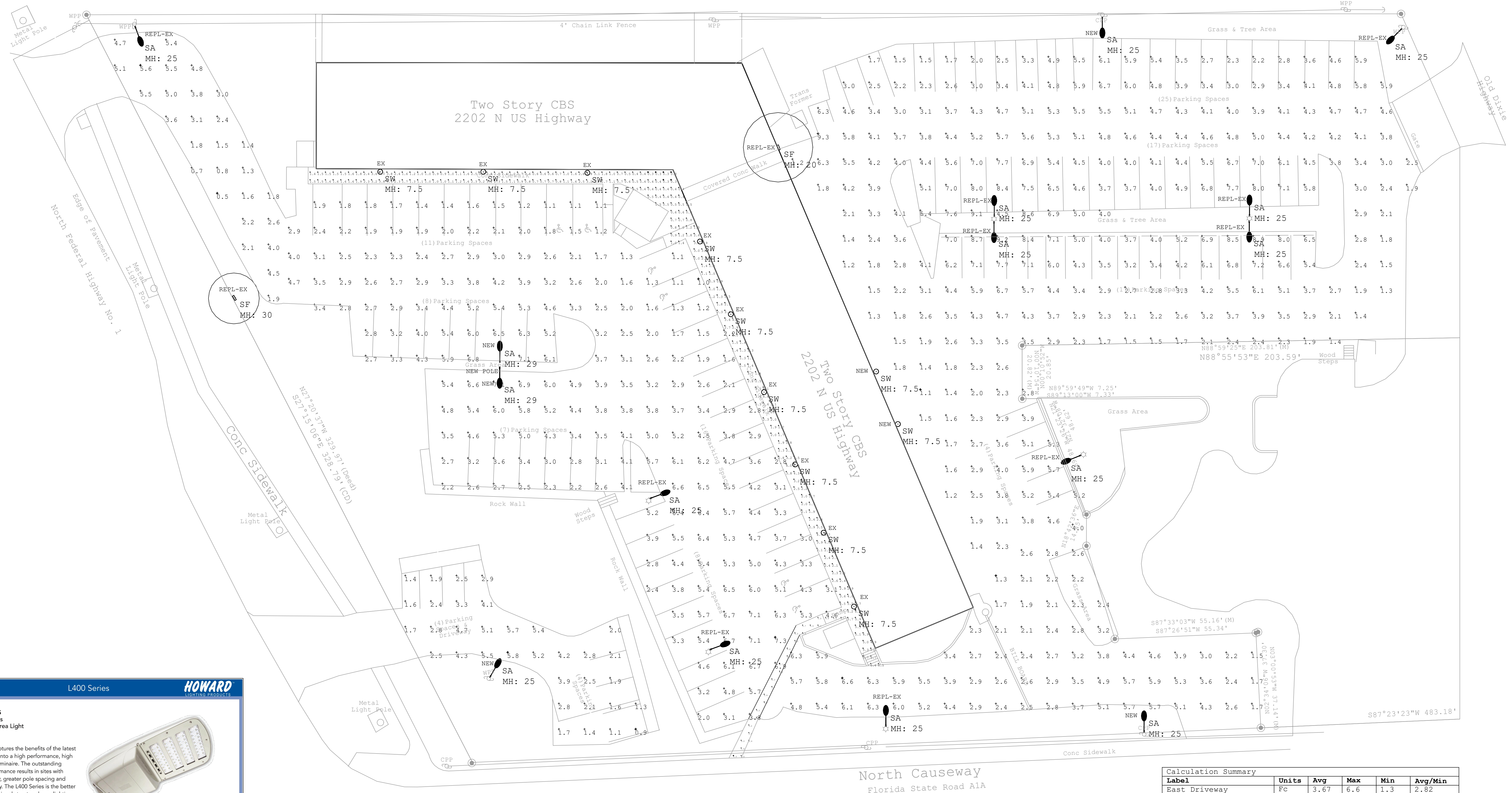


## **NARRATIVE**

Sunshine Arcade  
2202 N. US Highway #1  
Fort Pierce, Florida

The project consists of 3348 S.F. Restaurant conversion to amusement arcade. A parking analysis plan has been provided with several request options which would all be acceptable but would prefer option number 3 which will make parking enforcement the property owner's responsibility. An as built floor plan and proposed floor plan layout has been provided in addition to a site photo metric plan showing this site can become and adhere to city code section 125-325, amusement arcades and arcade amusement.

Tag	Description	Symbol	Qty	Lum. Watts	LLF
SA	Howard L404LC-240W-40K-T3-10-GR-M		15	239.4	0.900
SF	Cooper UFLD-L-C100-X-U-66-7050		2	252	0.900
SW	Existing Med Base Wall Sconce		11	14	0.900



Label	Units	Avg	Max	Min	Avg/Min
East Driveway	Fc	3.67	6.6	1.3	2.82
East Parking Area	Fc	4.13	9.3	1.1	3.75
Interior Sidewalks	Fc	2.12	6.6	0.3	7.07
Means of Egress Path	Fc	4.70	6.7	1.5	3.13
SW Parking Area	Fc	2.97	5.8	0.9	3.30
West Driveway	Fc	3.08	5.6	0.5	6.16
West Parking Area	Fc	3.71	7.3	1.0	3.71

**PHOTOMETRIC ANALYSIS NOTES:**

THIS PARKING AREA IS WITHIN THE CITY OF FORT PIERCE, AND IS SUBJECT TO LIGHTING REGULATIONS FOUND IN CHAPTER 22, ARTICLE IV, SECTIONS 22-58 AND 22-60 OF THE FORT PIERCE MUNICIPAL CODE.

**22-58** CODE REQUIRES THE INTERIOR SIDEWALKS SHALL BE PROVIDED WITH A MINIMUM AVERAGE OF ONE FOOT-CANDLE. THIS PLAN PROVIDES AN AVERAGE 4.7 FOOT-CANDELS ON THE MEANS OF EGRESS PATH AND AN AVERAGE OF 2.12 FOOT-CANDELS ON THE INTERIOR SIDEWALKS. A UNIFORMITY RATIO OF 7.07:1 WAS ACHIEVED, WHICH CONFORMS WITH THE CODE MAXIMUM LIMIT OF 10:1 FOR INTERIOR SIDEWALKS.

**22-60** CODE REQUIRES THE OFF-STREET PARKING IN THIS CASE SHALL BE PROVIDED WITH A MINIMUM AVERAGE OF 2.97 FOOTCANDELS IN THE PARKING AREAS. DRIVEWAYS EXCEED AN AVERAGE OF 3 FOOT-CANDELS.

(1) THIS PLAN PROVIDES A UNIFORMITY RATIO OF 3.71 TO 1 IN THE WEST PARKING AREA, 3.3 TO 1 IN THE SOUTHWEST PARKING AREA, AND 3.75 TO 1 IN THE EAST PARKING AREA, WHICH COMPLES WITH CODE.


(2) LIGHTING CONTROL IS BY PHOTOCELL ON FRIA RENTAL LIGHTS IN THE WEST PARKING AREA AND BY ASTRONOMIC TIME CLOCK ON THE CUSTOMER OWNED FIXTURES ON THE BUILDING. THIS COMPLES WITH CODE.

(3) SPILL IS ONLY ADJACENT COMMERCIAL PROPERTIES AND PUBLIC SIDEWALKS AND IS PROPOSED AS NOT OBSTRUCTIONABLE.

(4) THE LIGHTING PLAN USES FULL CUTOFF FIXTURES MOUNTED AT HEIGHTS OF 25 TO 30 FEET ON POLES WITH R3 AREA DISTRIBUTION. THE LIGHTING PLAN ALSO INCLUDES 1500 LUMEN FIXTURES MOUNTED ON THE BUILDING AT 7.5 FEET. TWO FLOOD LIGHTS ARE EXISTING BUT TO BE CHANGED OUT TO LED TYPE. LIGHTING TECHNOLOGY IS LED.

THE PLAN RELIES UPON THE REMOVAL OF TWO PALM TREES IN THE NORTHEAST CORNER THAT CURRENTLY BLOCK LIGHT FROM THE EXISTING POLE MOUNTED FIXTURE. PERIODIC TREE TRIMMING SHALL BE REQUIRED TO MINIMIZE SHADOWS.

**L400 Series**  
LED STREET & AREA LIGHT



**L400 Series**  
L403/L404 Models  
LED Street and Area Light

The L400 Series captures the benefits of the latest in LED technology into a high performance, high efficacy, long-life luminaire. The outstanding photometric performance results in sites with excellent uniformity, greater pole spacing and lower power density. The L400 Series is the better alternative for traditional street and area lighting with quick payback and improved performance.


**Applications:** Roadway, parking lots, walkways and general area spaces.

**Warranty:**  
• Ten year limited warranty.

Model	Options	Power	Color	Distribution	Control Options	Finish	Height
L403	L: No Photocell LC: With Long Life Photocell	120W 180W	30K, 5000K 40K, 4000K	T2: Type 2 T3: Type 3 T4: Type 4 T5: Type 5	10, 0/100 Dimming	GR: Grey WH: White BL: Black BR: Brown	M: 102-2794C H: 347-480VAC
L404		150W 240W					

\*Standard Configuration

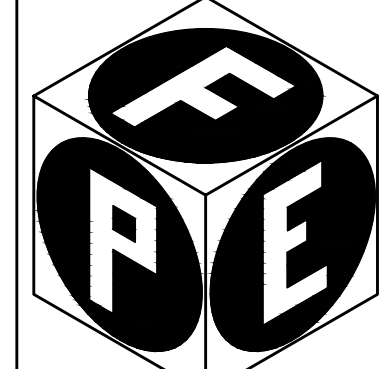
**Standard Features:**  
 • Standard 7-Pin Photocell (per ANSI C136.41)  
 • Standard 10KV/10KA Surge Suppression Device (consult factory for 20KV / 20KA option)  
 • Terminal block accepts 14-6AWG conductors (Line, Neutral, Ground) (consult factory for 600V, 85A, 14-2AWG terminal block)  
 • Four Bolt Mounting accessories 1 1/4" NPS to 2" NPS horizontal lumen (pre-configured for 2" NPS)  
 • Integral Tilt-adjustment Steps 35°  
 • Bird-guard  
 • Tool-Less Entry  
 • Input Voltage: 120-277V or 347-480V, 50/60Hz  
 • Power Factor: > 0.9 at full load and Total Harmonic Distortion: < 20% at full load  
 • Ambient Operating Temperatures -40°C to +50°C



Specifications subject to change without notice. Howard Lighting Products | 150 Eastview Drive | Laurel, MD 21443  
Tel: 800.956.3426 | 410.422.8033 | Fax: 410.422.1652  
www.howard-lighting.com

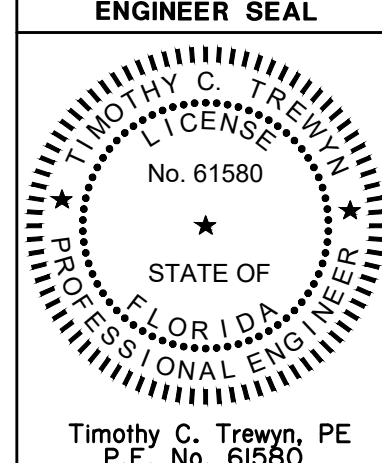
**SITE PHOTOMETRIC ANALYSIS**  
SCALE 1" = 20'-0"

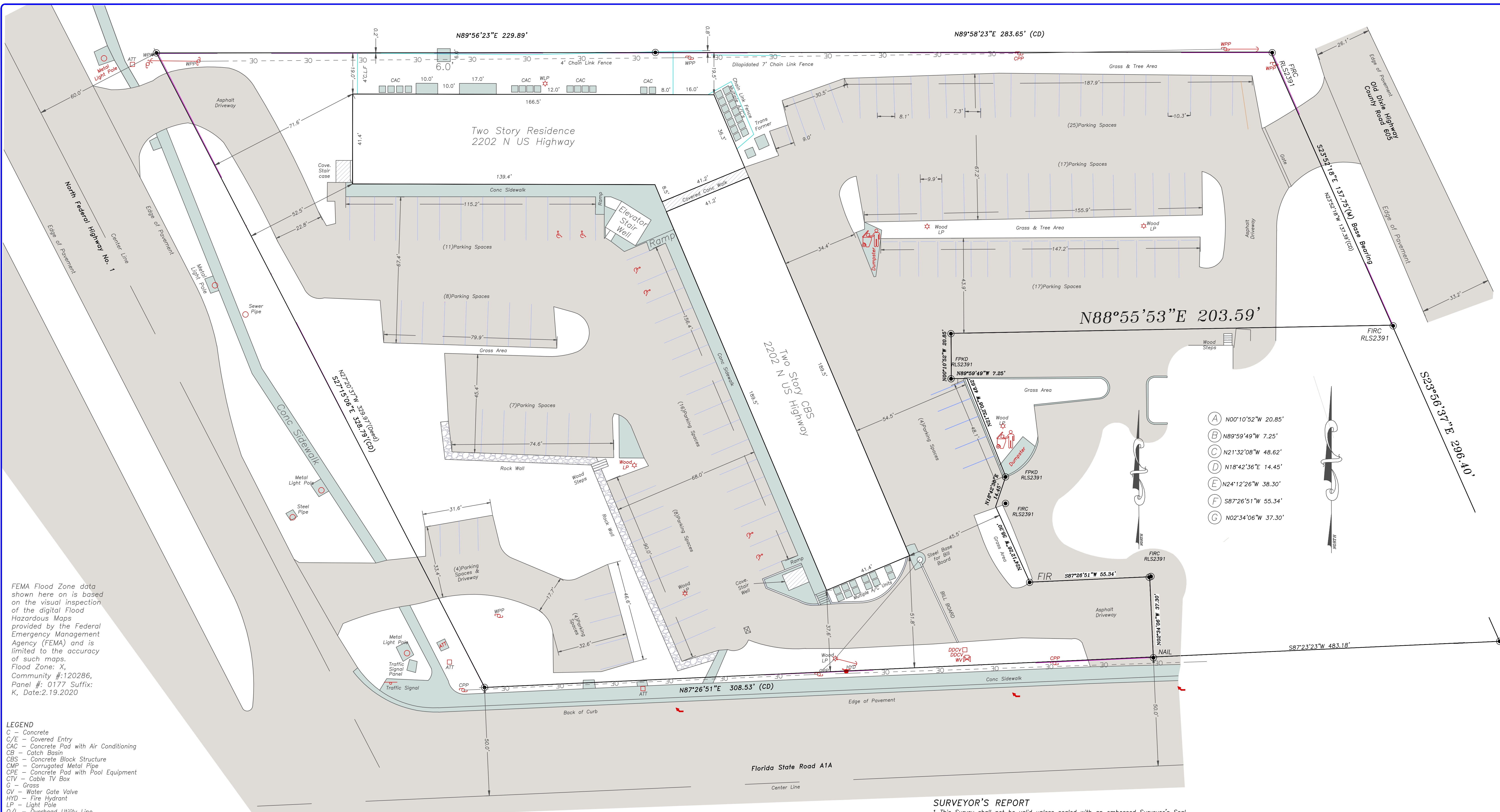
NO.	DATE	REVISIONS	BY	APP.



**Fort Pierce Engineering, Inc.**  
Dependable Mechanical, Electrical & Plumbing Design  
Reg. No. 28173

315 South 7th Street  
Fort Pierce, FL 34950  
Phone: 772-672-4636  
Fax: 772-672-4637

<b>PROJECT NAME:</b> SUNSHINE ARCADE	<b>CLIENT:</b> ARCHITECTONIC INC. 806 DELAWARE AVE. FORT PIERCE, FLORIDA 34950
<b>PROJECT LOCATION:</b> 2202 N US HIGHWAY 1 FORT PIERCE, FLORIDA	
<b>ENGINEER SEAL</b>	
	
<b>Timothy C. Trewyn, PE</b> P.E. No. 61580	
<b>SHEET TITLE</b>	
<b>SITE PHOTOMETRIC ANALYSIS</b>	
<b>ISSUE DATE:</b> 08-14-2020	
<b>DRAWN:</b> TCT	
<b>APPROVED:</b> TCT	
<b>DRAWING NUMBER</b>	
<b>E-1.2</b>	
<b>SHEET 1 OF 1</b>	
<b>20001-08</b>	



FEMA Flood Zone data shown here on is based on the visual inspection of the digital Flood Hazardous Maps provided by the Federal Emergency Management Agency (FEMA) and is limited to the accuracy of such maps.  
 Flood Zone: X,  
 Community #:120286,  
 Panel #: 0177 Suffix:  
 K, Date:2.19.2020

- LEGEND**
- C - Concrete
  - C/E - Covered Entry
  - CAC - Concrete Pad with Air Conditioning
  - CB - Catch Basin
  - CBS - Concrete Block Structure
  - CMP - Corrugated Metal Pipe
  - CPE - Concrete Pad with Pool Equipment
  - CTV - Cable TV Box
  - G - Grass
  - GV - Water Gate Valve
  - HYD - Fire Hydrant
  - LP - Light Pole
  - O/L - Overhead Utility Line
  - PP - Power Pole
  - PPA - Power Pole with Guy Anchor
  - SSMH - Sanitary Sewer Manhole
  - TCB - Telephone Communications Box
  - UB - Utility Box
  - WM - Water Meter
  - FCM - Found 4"x4" Concrete Monument
  - FIP - Found 1/2" Iron Pipe
  - FIPC - Found 1/2" Iron Pipe with Cap
  - FIR - Found #5 Iron Rod
  - FIRC - Found #5 Iron Rod with Cap
  - SIRC - Set #5 Iron Rod with Cap "LB#7357"
  - FIP - Found 1/2" Iron Pipe with Cap
  - FM - Found Mag Nail
  - FMD - Found Mag Nail with Disk
  - FN - Found Nail
  - FNTT - Found Nail with Tin Tab
  - FPK - Found PK Nail
  - FPKD - Found PK Nail with Disk
  - FRRS - Found Rail Road Spike
  - /CO - In Pavement Cut Out
  - XO.00 - Existing Elevations
  - EL - Elevation

**LEGAL DESCRIPTION**

A parcel of land being part of Sections 33 and 34, Township 34 South, Range 40 East, St. Lucie County, Florida, described as follows:

From the Southwest corner of Section 34, Township 34 South, Range 40 East, run South 89°40'00" East, along the line between Townships 34 South and 35 South, 128.39 feet to the Easterly right-of-way line of U.S. No. 1, thence North 26°59'00" West, along the Easterly right-of-way line of U.S. No. 1, 421.34 feet to the intersection of the North line of State Road A-1-A, and the POINT OF BEGINNING of the lands herein described; From said POINT OF BEGINNING continue North 26°59'00" West, along the Easterly right-of-way line of U.S. No. 1, 329.97 feet; thence South 89°42'00" East, 229.89 feet; thence South 89°40'00" East, 283.65 feet to the Westerly right-of-way line of Old Dixie Highway; thence South 23°35'00" East along the Westerly right-of-way line of Old Dixie Highway, 296.40 feet to the North right-of-way line of State Road A-1-A; thence South 87°45'00" West, along the North right-of-way line of State Road A-1-A, 483.18 feet to the POINT OF BEGINNING.

**PREPARED FOR:**  
 Wasimm Kaszni

Prepared By: Regina C. Karner, PSM#4363  
 Karner Surveying, Inc. LB#7357

**SURVEYOR'S REPORT**

- 1 This Survey shall not be valid unless sealed with an embossed Surveyor's Seal
- 2 No underground improvements have been located as part of this Survey.
- 3 The last field date of this Survey was: 7.25.20
- 4 This Survey was prepared using the Deed of record only. No other documents were provided and no search of the public records was performed by this office.
- 5 This Survey shown hereon was prepared in accordance with the standards for the practice of Surveying & Mapping as defined in SJ-17,050-052FAC.
- 6 By acceptance of this survey all parties agree that the signing surveyor's liability is limited to the amount paid for said Survey.
- 7 Bearings are based on a Grid Bearing of South 22°53'18" East along the Westerly Right of Way Line of Old Dixie Highway. Relative to the Florida State Plane Coordinate System, East Zone, North American Datum of 1983 (2007 Adjustment)
- 8 Parcel limits Tract limits shown were held to found Survey control. This is not a Boundary Survey. The purpose of this Survey is to show the improvements such as available parking and lighting adjacent to the on site building with the street address of 2202 N. US Highway No. 1.
- 9 Features within the adjacent right of way may have not been shown completely.
- 10 The Legal Description shown hereon was provided by the client and/or his/her representatives.
- 11 No ownership of fence lines has been determined as part of this Survey.
- 12 Off set calls to found survey control are relative to the nearest property corner, intersection of lines, point of curvatures (PC), point of reverse curvatures (PRC) or other identifiable point.
- 13 Compliance with local zoning requirements and or with requirements set forth by other State, Public, and/or Private entities has not been verified as part of this Survey.

Prepared For:  
**Wasimm Kaszni**  
 St. Lucie County Florida

**KARNER SURVEYING, INC.**  
 Residential & Commercial Surveying Services  
 2740 SW Martin Downs Blvd.#333, Palm City, FL 34990  
 Phone: (772)288 7206 Fax:(772)223 8181  
 WWW.KARNERSURVEYINGINC.COM karner@comcast.net

Date	Revision	Description

Scale: 1"=20'	Drawn By: RCK	Plot Date: 08/20/20	Sheet No: 1 of 1
Job No: 2007-14	CAD File: 2007-14	File No: 2007-14	







wt

# Cash Deposit Receipt - 06/29/2020

**For:**

Northbridge Plaza - 2200 N US Hwy 1 Ft. Pierce FL – Units 2158, 2160, 2162, 2164

New Tenant: Sunshine Arcade, Inc

**Agency:**

- RT Commercial Real Estate – Larysa Torkaman
- Commercial Real Estate LLC – Matthew Mondo

**Deposit Received:**

**\$9,000 – Cash**

**Balance: \$2,240.07**

*By July 1<sup>st</sup> 2020  
paid on 06/30/20*

Tenant: *Larysa Torkaman*

Associate: *[Signature]*

Associate: *[Signature]*

wk

**NORTH BRIDGE SHOPPING PLAZA**

**SPACE LEASE**

Prepared for  
**Sunshine Arcade, Inc.**

wt

## LEASE AGREEMENT

**DOVER-NEAL DEVELOPMENT, INC.** ("Landlord") and **Sunshine Arcade, Inc** ("Tenant") agree this ~~26<sup>th</sup> day of June, 2020~~ on terms and conditions of the lease of the Premises as follows: *1, July, 2020*

### 1. PREMISES

**1.1 Space.** Landlord leases to Tenant and Tenant leases from Landlord the Premises defined on Schedule A and only the appurtenant rights defined in paragraph 1.2.

**1.2 Common Areas.** Landlord gives Tenant and Tenant's authorized agents and invitees the nonexclusive right to use the common areas with others who are entitled to that use, subject to the rights of Landlord defined in this Lease.

**1.3 Reservations.** Landlord reserves the right to build additional stories on the buildings in the Shopping Center or additional building or other improvements in the Common Areas as permitted by applicable law and ordinances.

**1.4 Definition.** As used in this Lease "Common Areas" means: all areas and facilities outside the Premises and within the exterior boundaries of the Shopping Center that are provided and designated by Landlord from time to time for general use and convenience of Tenant and of other tenants of the Shopping Center and their authorized agents and invitees. This area includes, without limitation, pedestrian walkways, patios, landscaped areas, sidewalks, restrooms, stairways, loading areas, parking areas, and roads.

### 2. TERM

**2.1 Initial.** The Initial Term of this lease shall commence on the Commencement Date defined on Schedule A and terminate on the Termination Date established by the terms of Schedule A. Unless the Initial Term is extended under the provisions of paragraph 2.2 or sooner terminated by Landlord by reason of Tenant's default.

**2.2 Renewal Options.** If Tenant shall timely perform all of Tenant's obligations under this Lease, and if Tenant shall not be in default under this Lease at the expiration of the Initial Term, Landlord may allow Tenant an option to extend the Initial Term and as defined in Schedule A. Tenant shall exercise the option or options by giving Landlord written notice at least twelve (12) months prior to the expiration of the Initial Term or the previous Extended Term (the "Optional Notice"). The word "Term" as used in this Lease means that Initial Term and any Extended Term if the option for the Extended Term was timely and lawfully exercised. If Tenant does not give Landlord timely notice of the exercise of any option, that option and all subsequent options shall be void.

wt

### 3. RENT

**3.1 Minimum Rent.** During the Initial Term of this Lease Tenant shall pay Landlord a total Rent (the "Base Rent"), payable in equal monthly installments on the Payment Date, all defined in Schedule A, subject to adjustments thereto as provided in paragraph 3.2.

**3.2 Rent Adjustment.** The Base Rent shall be adjusted commencing on the first day of the second Lease Year and on a like date (the "Adjustment Dates") every year thereafter during the Term under the provision of this paragraph 3.2. The adjustment shall be as noted below:

**3.3 Sales Tax.** Tenant shall pay with each rent installment the required Tax upon all amounts payable under this agreement classified as rent by the taxing authorities. "Tax" as used herein shall mean all sales, excise or other tax (not income tax paid by Landlord) levied, imposed or assessed by the State of Florida or any political subdivision of the State of Florida or other taxing authority upon amounts classified as rent. The amount of the Tax shall be paid to Landlord with each Rent Installment unless Tenant is notified to pay it to the appropriate taxing authority in the form required by the appropriate authority to relieve Landlord from liability for such Tax.

**3.4 Payment.** All payments required to be paid to the Landlord under Section 3 shall be paid on the due date specified at Landlord's address described on Schedule A without notice, setoff, deduction, counterclaim, or demand.

**3.5 Late Payment.** If any sum under this Section 3 or other sum under this Agreement which is required to be paid to Landlord is not paid within 10 days after the date required for such payment then Tenant shall pay Landlord a late payment of \$50.00 with each payment that is late.

### 4. COMMON AREA MAINTENANCE AND MANAGEMENT

**4.1 Landlord's Obligation.** Landlord shall maintain the common areas in good condition at all times. Landlord shall have the power to:

**4.1.1** Establish and enforce reasonable rules and regulations applicable to all tenants concerning the maintenance, management, use and operation of the common areas.

**4.1.2** Close any of the common areas to whatever extent required in the opinion of Landlord's counsel to prevent a dedication of any of the common areas or accrual of any rights of any person or of the public to the common areas.

Wt

**4.1.3** Close temporarily any of the common areas for maintenance purposes.

**4.1.4** Select a person to maintain and operate any of the common areas if, at any time, Landlord determines that the best interests of the Shopping Center will be served by having any of the common areas maintained and operated by that person. Landlord shall have the right to negotiate and enter into a contract with that person on such terms and conditions and for such period of times and Landlord deems reasonable and proper both as to service and cost.

**4.1.5** Make changes to the Common Areas including, without limitation, changes in the location of driveways, entrances, exits, vehicular parking spaces, parking area, or the direction of the flow of traffic.

## **5. PREMISES' USE**

**5.1 Use.** Tenant may use the Premises for Tenant's Business Purpose and for no other use without the written consent of the Landlord.

**5.2 Acceptance.** Tenant acknowledges to Landlord that through Tenant's investigation Tenant has determined that Tenant may use the Premises for the above use and that the Premises is in good condition on the date Tenant takes possession thereof.

**5.3 Laws.** Tenant, at Tenant's sole cost and expense, shall promptly perform and comply with all statutes, ordinances, rules, orders, regulations, and requirements of the federal, state and municipal governments and their respective agencies having jurisdiction over the Premises applicable to the condition, use or occupancy of the Premises during the Term of the Lease and for the correction, prevention and abatement of nuisance or other grievances with respect to the Tenant's use of the Premises. Tenant shall also comply with all rules and regulations of the Southeastern Underwriters Association for the prevention of fires, at tenant's sole cost and expense.

**5.4 Limitations.** Notwithstanding the Tenant's permitted use of the Premises, Tenant shall not use or permit the use of the Premises that will:

**5.4.1** Cause a cancellation of any insurance covering the building in which the Premises is located or increase the insurance rates of such insurance;

**5.4.2** Constitute waste, nuisance or unreasonable annoyance to owners and occupants of adjacent properties and other tenants in the building in which the Premises is located;

**5.4.3** Cause damage to the Premises or the building in which the Premises is located;

**5.4.4** Cause damage or would reasonably expect to cause damage to adjoining tenant's property; or

wt

**5.4.5** Constitute the storage or use of toxic substance as such term is now or hereafter defined in any law or regulation of any federal, state, or municipal government or any agencies thereof having jurisdiction over the Premises.

**5.4.6** If the rate of any insurance carried by the Landlord is increase as a result of Tenant's use, Tenant shall pay to Landlord within 30 days before the date Landlord is obligated to pay a premium on the insurance, or within 15 days after Landlord delivers Tenant a certified statement from Landlord's insurance carrier stating that the rate increase was caused solely by an activity of Tenant on the Premises as permitted under this Lease Agreement, whichever date is later, a sum equal to the difference between the original premium and the increased premium.

**5.4.7** If Tenant desires to use or place upon the Premises any toxic substance as defined under any applicable law or regulation, Tenant shall first notify Landlord in writing, which written notice shall be accompanied by reasonable evidence that the use or placement of a toxic substance is in complete compliance with all the above laws. Further, Tenant shall remove from the Premises at its expense such toxic substance upon the termination of this Lease in accordance with the above laws, ordinances and regulations. Tenant shall pay and save Landlord harmless from all costs, damages, penalties, and costs and reasonable attorney fees incurred by Landlord if Tenant does not comply with this covenant or the above laws, ordinances, and regulations. This indemnification shall survive the termination of this Lease.

**5.5 Signs.** Tenant shall not place or maintain any sign on the glass panes, the doors or exterior wall or roof of the Premises, nor install a monument sign without obtaining the prior written consent of Landlord, which consent shall not be unreasonably withheld if size, design, location, materials, and manner of installation is satisfactory to Landlord and is in compliance with all applicable laws and regulations of governing authorities as evidence by written approval of such governing authorities delivered by Tenant to Landlord with its request for approval. Landlord, at Tenant's cost, can remove any sign placed or maintained by Tenant that does not comply with the provisions of this paragraph.

**5.6 Entry.** Landlord and its authorized representatives shall have the right to enter the Premises at all reasonable times for any of the following purposes:

**5.6.1** To determine whether the premises is in good condition and whether Tenant is in compliance with Tenant's obligations under this Lease;

**5.6.2** To do necessary repairs and to make restoration to the Premises Landlord has the right or obligation to perform;

**5.6.3** To serve, post, or keep posted any notices required or allowed under the provisions of this Lease;

wk

**5.6.4** To post "for sale" signs at any time during the Term, to post "for rent" signs during the last two months of the Term, or during the period while Tenant is in default;

**5.6.5** To show the Premises to prospective brokers, agents, buyers, tenants, or persons interested in an exchange, at any time during the Term.

## 6. UTILITIES

**6.1 Landlord.** Landlord shall not be responsible for arranging for utility service for Tenant at the Premises nor shall Landlord be liable for the adequacy of the utility service received by Tenant at the Premises.

**6.2 Tenant.** Tenant shall make all arrangements for and pay for all utility services furnished to or used by it at the Premises, including, without limitation, gas, water, electricity, telephone service, trash collection and for all connection charges for such services. Any delinquent Tenant utility bills may be paid by Landlord after Notice and if such delinquent bill is not paid by Tenant within the ten (10) day period after the receipt of the Notice by Tenant, the Landlord may pay same and collect that amount as Additional Rent with the next rental payment.

## 7. TAXES

**7.1 Tenant.** Tenant shall pay all sales taxes during the Term of this Lease.

**7.2 Personal Property.** Tenant shall pay all taxes, assessments, license fees, and other charges ("taxes") that are levied and assessed against Tenant's personal property installed or located in or on the Premises, and that become payable during the Term of this Lease. Such payment shall be made by Tenant at least thirty (30) days before same becomes delinquent and Tenant shall send Landlord paid tax bills with sixty (60) days prior to the date the taxes become delinquent.

## 8. MAINTENANCE AND ALTERATIONS

**8.1 Landlord.** Landlord, at its cost, shall maintain, in good condition, the following:

**8.1.1** The structural parts of the building in which the Premises is located which structural parts include only the foundation, exterior walls and any load-bearing interior walls (excluding glass and doors) subflooring and roof;

**8.1.2** The downspouts and gutters of the building and improvement in which the Premises is located.

**8.1.3** The Landlord, however, shall not be obligated to make repairs for any damage caused by any act, omission, or negligence of Tenant, Tenant's agents, or Tenant's Invitees.

W R

**8.2 Tenant.** Except for the repairs Landlord is specifically obligated to make under paragraph 9.1, Tenant, at its cost, shall maintain in good condition all portions of the Premises, including, without limitations, (a) the portion of any fixtures, pipes, lines, ducts, wires, or conduits contained within the Premises; (b) to windows, plate glass doors, and any fixtures or appurtenances composed of glass; (c) to Tenant's signs, if any, (d) to any heating or air condition equipment installed in the Demised Premises and (e) any repairs necessitated by any act of omission or negligence of Tenant, Tenant agent's, or Tenant's Invitees.

**8.3 Tenant Alterations.** Tenant shall not make any alterations to the Demised Premises without the prior written consent of the Landlord, which consent shall not be unreasonably withheld. All permitted alterations shall be at Tenant's expense and shall be performed in a good and workmanlike manner in accordance with Plans and Specifications approved by Landlord and the applicable governmental authorities, and with Landlord being identified as additionally insured by any and all contractors doing any work in any of the Tenant's units.

**8.3.1** All permitted alterations made by Tenant which are made and installed and which in any manner are attached to floors, ceilings and walls shall become the property of Landlord upon the termination of this Lease, but such property shall not include any of Tenant's trade fixtures.

**8.3.2** If, however, Landlord requires any item or alteration be removed, Tenant shall pay the costs to remove the permitted alteration and to restore the Premises to the condition existing prior to the installation of any such item or improvements, including any damage to the Premises and the Building in which the Premises is located caused by the removal of the alterations.

**8.4 Mechanic's Liens.** Landlord's interest in the Premises shall not be subject to liens for improvements made by Tenant and Tenant shall have no power or authority to create any lien or permit any lien to attach to the Premises or to the present estate, reversion or other estate of the Landlord in the Premises or in the Building in which the Premises is located as a result of improvements made by Tenant or for any other cause or reason. All materialman, contractors, mechanics, and laborers and other persons contracting, with Tenant with respect to the Premises are hereby charged with notice that such liens are expressly prohibited and that they must look solely to Tenant to secure payment for any work done or material furnished for improvement by Tenant or for any other purpose during the Term of this Lease. Tenant agrees that no lien shall be permitted to attach to the Premises and agrees to transfer any claimed or asserted lien to a bond or such other security permitted by law within twenty (20) days of the assertion of any such lien or claim of lien, then Landlord may discharge the lien or transfer the line to bond or other security and Tenant shall pay Landlord all amounts incurred in such transfer or discharge, together with interest at the highest rate then permitted to be charged by private parties under the laws of the State of Florida. Tenant shall advise all persons furnishing

wt

designs, labor, material, or services to the Premises in connection with Tenant's improvements thereof of the provisions of this paragraph.

**8.5 Surrender of Possession.** When the Tenant shall quit and surrender the Premises in the same condition and repair as the Premises was in on the Date of the commencement of this lease, ordinary, wear and tear excepted. All trade fixtures which had been installed in or attached on or to the Demised Premises by Tenant shall remain the property of the Tenant. Tenant may remove such trade fixtures provided the Premises are restored to the condition at the date of the commencement of this Lease and provided Tenant is not then in default under this Lease. Any property or trade fixtures of Tenant remaining in the Premises upon the termination of this Lease shall become the property of Landlord.

**9. TRANSFER OF INTEREST**

**9.1 Assignment or Sublet.** Tenant shall not voluntarily assign or encumber its interest in this Lease of the Premises, sublease all or any part of the Premises, or all any other person or entity (except Tenant's authorized representatives) to occupy or use all or any part of the Premises without first obtaining Landlord's consent. Any assignment, encumbrance, or sublease without Landlord's consent shall be voidable and, at Landlord's election, shall constitute a default. No consent to any assignment, encumbrance, or sublease shall constitute a further waiver of the provisions of this paragraph. Landlord consent may be granted or withheld in Landlord's sole discretion.

**9.2 Business Entity.** If Tenant is a corporation, partnership or other business entity, any dissolution, merger, consolidation or other reorganization of Tenant, or the sale or other transfer of a Controlling Percentage of the capital stock or capital accounts (in business entities other than a corporation), or the sale of at least 51% of the value of the assets of Tenant shall be deemed a voluntary assignment. The phrase "Controlling Percentage" means the ownership of, and the right to vote stock, a partnership or other business entity interest at least 51% of the total combined voting power of all classes of capital stock issued or outstanding or of all classes of partnership interest or other business entities' capital interest outstanding, as the case may be.

**9.3 Involuntary Assignment.**

**9.3.1** No interest of Tenant in this Lease shall be assignable by operation of law (including, without limitation, the transfer of this Lease by testacy or intestacy). Each of the following acts shall be considered an involuntary assignment:

**9.3.1.1** If Tenant is or becomes bankrupt or insolvent, makes an assignment for the benefit of creditors, or institutes a proceeding under the Bankruptcy Act in which the Tenant is the bankrupt; or, if Tenant is a partnership or consists of more than

WR

on person or entity, if any partner of the partnership or other person or entity is or becomes bankrupt or insolvent or makes an assignment for the benefit of creditors;

**9.3.1.2** If a writ of attachment or execution is levied on this Lease.

**9.3.1.3** If, any proceeding or action to which Tenant is a part, a receiver is appointed with the authority to take possession of the Premises.

**9.3.2** If a writ of attachment or execution is levied on this Lease, Tenant shall have 10 days in which to cause the attachment or execution to be removed. If an involuntary proceeding in bankruptcy is brought against Tenant, or if a receiver is appointed, Tenant shall have 60 days in which to have the involuntary proceeding dismissed or the receiver removed.

**10. LANDLORD'S TITLE AND TRANSFER**

**10.1 Transfer.** Landlord may transfer or encumber its title to the Shopping Center without liability to Tenant. The transfer of Landlord's interest in the Premises shall automatically relieve Landlord of any and all obligations and liabilities on the part of Landlord under this Lease accruing from and after the date of such transfer.

**10.2 Subordination.** Landlord reserves the right to mortgage the Premises at any time. This Lease is subject and subordinate to all present and future mortgages, now and hereafter encumbering the Premises, and to all renewals, extensions, modifications, consolidation and replacements thereof, and to all advances made or hereafter to be made upon the security of such mortgages. Tenant shall, at Landlord's request and at no expense to Landlord, execute such further instruments or assurances to Landlord within ten (10) days of Tenant's receipt of Landlord's request therefor shall, at Landlord's option, be a default under this Lease Agreement.

**10.3 Estoppel Certificate.** The Tenant agrees that, from time to time, upon not less than ten (10) days prior request by Landlord, the Tenant, or Tenant's duly authorized representative having knowledge of the following facts, will deliver to Landlord a statement in writing certifying to the extent the following statements are true, (i) that this Lease is unmodified and in full force and effect (or if there have been modifications that the Lease as modified is in full force and effect); (ii) the dates on which Tenant began paying Rent and that no Rent has been paid in advance; (iii) that neither the Tenant nor the Landlord is in default under any provision of this Lease, or, if in default, the nature thereof in detail; (iv) that Tenant has no existing defenses or off-sets to the enforcement of the Lease or, if any, specifying same; and (v) that Tenant has accepted and occupied the Premises; it being intended that any such statement may be relied upon by any prospective purchaser or lender of Landlord, or prospective assignee of any mortgage thereof. Tenant shall execute and deliver whatever instruments may be required for such purposes, and in the event Tenant fails to do so within twenty (20) days after demand in writing Tenant shall be considered in default under this Lease.

W K

## 11. INDEMNITY, EXCULPATION AND INSURANCE

**11.1 Assumption of Risk.** To the maximum extent permitted by law, Tenant agrees to use and occupy the Premises at Tenant's own risk. Landlord shall not be liable to Tenant for any damages to Tenant or to Tenant's property for any cause. Tenant expressly assumes all such liability and Tenant waives all claims against Landlord for damage to person or property arising for any reason, except that Landlord shall be liable to Tenant for damages to Tenant and Tenant's property arising out of the gross negligence of Landlord or Landlord's authorized representatives.

**11.2 Indemnity.** Tenant hereby indemnifies and agrees to save harmless Landlord from all damages to any person or property occurring in, on, or about the Premises and the Shopping Center in which the Premise is located, except that Landlord shall be liable to Tenant for damages resulting from the acts or omissions of Landlord or its authorized representatives. Landlord shall hold Tenant harmless from all damages arising out of such damage. A party's obligation under this paragraph to indemnify and hold harmless shall be limited to the sum that exceeds the amount of insurance proceeds, if any, received by the party being indemnified.

**11.3 Liability Insurance.** During the Term, Tenant shall maintain public liability and property damage insurance and product liability insurance with a single combined liability limit of \$1,000,000.00 and property damage limits of not less than \$200,000.00, insuring against all liability of Tenant and its authorized representatives arising out of and in connection with Tenant's use or occupancy of the Premises. This liability insurance shall insure that indemnity provisions of paragraph 11.2. Both parties shall be named as additional insured, and the policy shall contain cross-liability endorsements.

**11.4 Increase in Liability Insurance.** Not more frequently than each 3 years, if in the opinion of Landlord's lender or of the insurance broker retained by the Landlord, the amount of public liability and property damage insurance coverage at the time is not adequate, Tenant shall increase the insurance coverage as required by Landlord's lender or Landlord's insurance broker.

### 11.5 Landlord's Insurance.

**11.5.1** Landlord at its cost shall maintain on the building and other improvements in which the Premise is located a policy of standard fire and extended coverage insurance, with vandalism and malicious mischief endorsements, in amounts determined by Landlord in its sole discretion. The insurance policy shall be issued in the names of the Landlord, Tenant, and Landlord's lender, as their respective interests' appear. The insurance policy shall provide that any proceeds shall be made payable to Landlord. In case the insurance policies defined in paragraph 11.5 are terminated, the insurance policy and all rights under it or the insurance proceeds shall be assigned to Landlord at Landlord's election.

w k

**11.5.2** In addition, Landlord may elect to carry Landlord and Tenant liability insurance in the amounts as determined under paragraphs 11.3 and 11.4.

**11.6 Waiver of Subrogation.** Landlord and Tenant release each other, and their respective authorized representatives, from any claims for damages to any person or to the premises and the building and other improvements in which the Demised Premises are located, and to the fixtures, personal property, Tenant's improvements, and alterations of either Landlord or Tenant in or on the premises and the building or other improvements in which the premises are located that are caused by or result from risks insured against under any insurance policies carried by the parties and in force at the time of any such damage to the limits of any such coverage. Each party shall cause each insurance policy obtained by it to provide that the insurance company waive all right of recovery by way of subrogation against each other in connection with any damage covered by any policy. Neither party shall be liable to the other for damages caused by fire or any of the risk insured against under any insurance policy required by this lease to the limits of any such coverage.

**11.7 Policy.** All insurance policies required to be carried by Tenant under this Section 11 for any on behalf of Landlord shall provide that any certificate evidencing the existence of any insurance policies, shall certify that: unless the party who is named as additional insured, shall have been given thirty (30) days written notice of any cancellation, failure to renew, or material change, as the case may be, (i) said insurance shall not be cancelled and shall continue in full force and effect, (ii) the insurance carrier shall not fail to renew such insurance policies for any reason, and (iii) no material change may be made in such insurance policy. Within the meaning hereof, the term "insurance policy" shall include any extensions or renewal of such insurance policy. The policy or policies shall be written and maintained with companies and in the form satisfactory to Landlord. The cost of all premiums on policies that Tenant is required to maintain under Paragraph 11.3 shall be paid by tenant and paid bills, together with the renewal policy, shall be sent to Landlord at least thirty (30) days prior to the expiration of any policy. Tenant shall furnish Landlord with the initial policies required by this Section 11 within fifteen (15) days of the commencement of this Lease.

## **12. CONDEMNATION**

**12.1 Definitions.** Within the meaning of this Section, the following words have the following meanings:

**12.1.1 "Condemnation"** means (i) the exercise of any governmental power, whether by legal proceedings or otherwise, by a condemnor and (ii) a voluntary sale or transfer by Landlord to any condemnor, whether under threat of condemnation or while legal proceedings for condemnation are pending.

**12.1.2 "Condemnor"** means any public or quasi-public authority, or private corporation or individual, having the power of condemnation.

wk

**12.1.3 "Award"** means the award for, or proceeds of any taking, less all expenses in connection therewith, including reasonable attorney's fees.

**12.1.4 "Taking"** means the taking of or damage to the Premise, of any portion thereof, as the case may be, as the result of the exercise of any power of eminent domain, condemnation, or purchase under threat thereof or in lieu thereof.

**12.1.5 "Taking Date"** means, with respect to any Taking, the date on which the condemning authority shall have the right to possession of the Premises or the Common Areas or any portion thereof, as the case may be.

**12.2 Total Taking.** If the Premises are totally taken by Condemnation this Lease shall automatically terminate as of the Taking Date.

**12.3 Partial Taking.**

**12.3.1** If any portion of the Premises is taken by condemnation this lease shall remain in effect, except the Tenant can elect to terminate this Lease if 33.3% or more of the total number of square feet in the Premises is taken. If 50% or more of the Common Area is taken by Condemnation, Landlord shall have the election to terminate this Lease.

**12.3.2** The party entitled to terminate the lease under the preceding paragraph must exercise its rights to terminate under this paragraph by giving the other party notice within sixty (60) days after the Date of Taking. That notice shall specify the date of the termination of this Lease. This date shall not be earlier than thirty (30) days and not more than ninety (90) days after the date of the notice; except that this lease shall terminate on the Date of Taking if the Date of Taking falls on a date before the date of termination specified in the notice. If neither party entitled to elect to terminate this Lease gives notice of termination within the 60 day period, this Lease shall continue in full force and effect, except that the minimum monthly rental shall be reduced under paragraph 13.4.

**12.4 Rent.** If any portion of the Premises is taken by condemnation and this Lease remains in effect, on the Date of Taking the minimum base rent shall be reduced by an amount that is in the same ratio to the minimum base rent as the total number of square feet in the Premises taken bears to the total number of square feet in the Premises immediately before the Date of Taking.

**12.5 Restoration.** If there is a partial taking of the Premises and this Lease is not terminated, then Landlord shall restore the Premises to that the area and the approximate layout of the Premises will be substantially the same after the Date of Taking as they were before the Date of Taking. The restoration shall be at Landlord's cost and it shall commence and be completed within a reasonable amount of time after the date Landlord receives its award. The cost of such restoration may, at the option of Landlord, be limited to the award available for restoration.

wt

**12.6 Disposition of Awards.** All Awards arising from a total or partial Taking of the Premises, and of Tenant's leasehold interest hereunder, shall be awarded to Landlord and Tenant shall have no right to any portion thereof. Landlord and Tenant shall pay their own respective attorney's fees and court costs incurred, if any, in such condemnation action to the extent that the condemnation authority does not pay same.

### **13. LANDLORD'S RIGHTS AND REMEDIES**

#### **13.1 Security Deposit.**

**13.1.1** Tenant shall pay to the Landlord the Security Deposit defined on Schedule A. This deposit shall be retained by Landlord as security for the faithful performance of all of the covenants, conditions and agreements of this Lease but in no event shall the Landlord be obligated to apply the same upon rents or other charges in arrears or upon damages for the Tenant's failure to perform the said covenants, conditions and agreements; the Landlord may so apply the security at its option; and the Landlord's right to the possession of the premises for nonpayment of rent or other charges in arrears or toward the payment of damages suffered by the Landlord by reason of the Tenant's breach of the covenants, conditions, and agreements of this Lease shall be returned to the Tenant when this Lease is terminated, according to these terms, and in no event is the said security to be returned until the Tenant has vacated the premises, delivered possession to the Landlord, and Landlord has inspected said premises.

**13.1.2** In the event that the Landlord repossesses itself of the said premises because of the Tenant's default or because of the Tenant's failure to carry out the covenants, conditions and agreement of the Lease, the Landlord may apply the said security upon all damages suffered or which shall accrue thereafter by reason of the Tenant's default or breach. The Landlord shall not be obliged to keep the said security as a separate fund, but may mix the said security with its own funds and there shall be paid no interest on said security deposit.

**13.2 Lien.** All personal property, furniture, trade fixtures, equipment and improvements, of the Tenant situated in the Premises during the Term of this lease are hereby bound for the payment of all sums due Landlord by Tenant under this Lease. A lien is hereby created thereon in favor of Landlord for the full and prompt payment of such amounts and fulfillment of Tenant's covenant under this Lease. The lien hereby created shall be in addition to any statutory landlord's lien. In order to confirm the lien created by this paragraph 14.2 Tenant hereby grants Landlord a security interest in all Tenant's Personal Property installed in, affixed to or kept on the Premises as security interest in all Tenant's Personal Property installed in, affixed to or kept on the Premises as security for Tenant's full and complete performance each of Tenant's obligations under this Lease. Tenant agrees to execute such other forms, security agreements and documents as Landlord may request to confirm Landlord's lien hereunder. Upon Tenant's default in any obligation hereunder, then, in addition to the remedies of Landlord hereafter set forth, Tenant expressly agrees that Landlord may exercise with respect to Tenant's Personal Property any

wk

and all rights Landlord may have under the Uniform Commercial Code of the State of Florida (Chapter 679 of the Florida Statutes on the date hereof).

**13.3 Default.** If Tenant shall fail to pay the Base Rent or any Additional Rent, or any impositions, or other payments or charges required by this Lease within ten (10) days after such is due, or if any other covenant or agreement of Tenant shall not be kept and performed and if Tenant fails to cure such default within fifteen (15) days after Tenant's receipt of written notice from Landlord, or if the Tenant shall be adjudicated a bankrupt or shall make an assignment for the benefit of creditors or file a petition for reorganization or other proceeding in bankruptcy or be deprived of its rights under this Lease by a judgement or decree of a court of competent jurisdiction in any involuntary proceeding at law or in equity, then Landlord may, at its election, immediately or at any time thereafter, cancel this Lease and enter into and upon the Premises and repossess the same and evict the tenant and all those claiming under Tenant and remove Tenant's Personal Property, and thereupon this Lease shall cease and terminate; or Landlord may declare all the ascertainable rents due hereunder to be immediately due and payable and thereupon all such payments due to the end of the Term of the Lease shall thereupon be accelerated; or Landlord may elect to enter the Premises and re-let the same for Tenant's account, holding Tenant liable in damages for all expenses incurred in any such reletting and for any difference between the amount of rent received from such reletting and all amounts due and payable under the Terms of his Lease.

**13.4 Costs.** In any proceeding or action to enforce Landlord's rights or to interpret the terms of this Lease or to collect any sums due hereunder, Landlord shall be entitled to reimbursement for all costs and expenses reasonably incurred in enforcing, defending, or interpreting its rights hereunder, including, but not limited to all collection and court costs, and all attorney's fees, whether incurred out of court, in trial court, on appeal, or in bankruptcy or administrative proceedings.

**13.5 Rights.** The remedies of Landlord stated in this Section 12 shall be cumulative and in addition to each other and to any rights or remedy available to Landlord at law or in equity. The exercise of any such rights or remedies by Landlord shall not be deemed to exclude Landlord's right to exercise any and all of the others, or others available to Landlord at law or in equity.

**13.6 Right to Cure.** Landlord, at any time after Tenant commits a default, can cure the default at Tenant's cost. If Landlord at any time, by reason of Tenant's default, pays any sum or does any act that requires the payment of any sum, the sum paid by Landlord shall be due immediately from Tenant to Landlord at the time the sum is paid, and if paid at a later date shall bear interest at the rate of 18% per annum from the date the sum is paid by Landlord until Landlord is reimbursed by Tenant. The sum, together with interest on it, shall be additional rent.

**14. MISCELLANEOUS**

wk

**14.1 Notices.** If any party desires to give notice or make payment of any sum of money hereunder to the other or make tender thereof to the other, such notice or tender shall be in writing addressed to the party for whom it is intended at the address of the party shown on Schedule A. When notice, tender or payment may be deposited in the United States mail, certified or registered mail, return receipt requested with postage prepaid, sent by overnight mail service, or sent by telephone facsimile transmission, provided the original copy of that transmission be mailed by regular mail. Such notice shall be deemed given upon receipt or refusal of delivery and in the case of a facsimile transmission, upon the transmission of that facsimile showing proper transmission being available by the party by whom the facsimile was sent.

**14.2 Modification.** No agreement shall be effective, change, modify, waive or discharge this agreement in whole or in part, unless such agreement is in writing and signed by the parties hereto.

**14.3 Other Agreements.** No agreements or representations with respect to any matters contained herein, unless incorporated in this agreement or contained in the Exhibits attached hereto shall be binding upon the parties.

**14.4 Interpretations.** The captions of this Lease are for convenience only and are not to be construed as part of this Lease and shall not be construed as defining or limiting in any way the scope of intent of the provisions hereof. Whenever herein the singular member is used the same shall include the plural and the masculine gender shall include the feminine and neuter genders.

**14.5 Warranty.** Tenant warrants to Landlord that the officer signing this Lease for and on behalf of Tenant is authorized to do so and that upon signing this Lease by such officer the Tenant shall be legally obligated to perform all of its covenants hereunder.

**14.6 Time of the Essence.** Time is of the essence for the Tenant's compliance with all of the terms, provisions, and conditions of this Lease.

**14.7 Radon Gas.** Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over a period of time. Levels of radon that exceed federal and state guidelines have been found in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit.

**14.8 Recording.** Landlord and Tenant agree that Tenant shall not record this Lease or any memorandum thereof in the Public Records of St. Lucie County, Florida because Tenant has agreed that the possession of the Premises by Tenant is sufficient notice to all third parties of the interest of Tenant in the Property.

The remainder of this page has been intentionally left blank

Wk

IN WITNESS WHEREOF the parties hereto have set their hands and seals the day and year first above written.

Witnessed by:  
[Signature]  
Jonathan J. Acquist  
As to Landlord

DOVER-NEAL DEVELOPMENT, INC,  
By: Ivan Devespike  
Its: President  
LANDLORD

DATE: 07-14-2020

Witnessed by:  
Ashley LeBlanc  
[Signature]  
As to Tenant

SUNSHINE ARCADE, INC,  
By: Wasim Kazni  
Its: president  
TENANT

DATE: 7/14/2020

wk

SCHEDULE A  
NORTH BRIDGE SHOPPING PLAZA

Tenant: Sunshine Arcade, Inc

Tenant's Address: 2158 N. US 1, Ft. Pierce FL 34956

Location of Premises: Units 2158, 2160, 2162 & 2164 at North Bridge Plaza, located at 2200 N US HWY 1, Ft. Pierce, FL. along with 50 parking spaces (as per Addendum B" attached hereto.

wk, see updat square foot and rent on the sheet

Term: 6/26/2020 through 9/31/2025

**Price:** The first year the annual base rent due is \$51,120.00, payable in twelve monthly installments, Payable in advance on the first day of the month of \$4,260 per month. All sales and use taxes due on the rental area will be paid by the tenant (over and above the base rent)

And for every subsequent year, starting with October 1, 2021, and thereafter (until the lease is terminated), there shall be a 3% escalator in the rent as shown below:

- Year Two : 10/1/2021 thru 9/31/2022: Annual rent is: \$52,654/year; (\$4,388/ month) plus tax
- Year Three: 10/1/2022 thru 9/31/2023: Annual rent is: \$54,234/year; (\$4,519/month) plus tax
- Year Four : 10/1/2023 thru 9/31/2024: Annual rent is: \$55,861/year; (\$4,655/month) plus tax
- Year Five : 10/1/2024 thru 9/31/2025: Annual rent is: \$57,537/year; (\$4,795/month) plus tax

**Renewal Options**

- Year Six : 10/1/2025 thru 9/31/2026: Annual rent is: \$59,263/year; (\$4,939/ month) plus tax
- Year Seven : 10/1/2026 thru 9/31/2027: Annual rent is: \$61,040/year; (\$5,087/month) plus tax
- Year Eight : 10/1/2027 thru 9/31/2028: Annual rent is: \$62,872/year; (\$5,239/month) plus tax
- Year Nine : 10/1/2028 thru 9/31/2029: Annual rent is: \$64,758/year; (\$5,397/month) plus tax
- Year Ten : 10/1/2029 thru 9/31/2030: Annual rent is: \$66,701/year; (\$5,558/month) plus tax

- 1) Tenant shall take possession of the premises upon successful execution of this lease, payment of security and first month's rent and execution of guarantee by tenant and acknowledged by landlord. Specifically, the tenant's architect may make measurements and perform necessary functions so tenant may obtain the proper permits. Should the use is not approved by governmental authorities, it is understood and agreed that the tenant shall surrender the first month rent payment, the last month rent payment and security deposit payment to the landlord.

wk

- 2) Tenant to obtain all necessary permits and make all necessary improvements to the property (at tenant expense) with written approval of all plans to be signed off (by landlord). Landlord will make air conditioning units operational.
- 3) Landlord shall pay 6% of net aggregate base rent for the first two years of the lease, upon execution of lease and payment of the security deposit and first month's rent, split equally between Commercial Real Estate, LLC and R.T. Commercial Real Estate, LLC. Beginning on year 3 of the lease, Commercial Real Estate and R.T. Commercial Real Estate will be paid for each year as long as Sunshine Arcade is current with Landlord and remains a tenant of the landlord.
- 4) It is understood and agreed that at any time during the term of the lease, if St. Lucie County permanently close all arcades, the tenant may exercise his right to exit this lease provided the tenant pays a \$10,000 exit fee and provides a 120 day written notice.
- 5) Landlords address for notice and payment: Dover-Neal Development Corp, 4261 13<sup>th</sup> Street, Wyandotte, MI 48192
- 6) Landlord agrees to not lease space to any other arcades provided all contractual covenants herein are met and tenant is in good standing.
- 7) Landlord shall (at landlords cost) have a/c units fully functional for tenant no later than 10/1/2020, however it is the tenants obligation to maintain the units going forward; (with respect to normal maintenance items and clean filters on a monthly basis, otherwise tenant shall be responsible for the cost of repairs

\*\*\*The remainder of this page has been left blank intentionally\*\*\*

wk

**GUARANTY OF LEASE**

wasim Kazim ("Guarantors"), whose address is as a material inducement to and in consideration 3915 Brookdale Ct Jacksonville FL 32237 DOVER-NEAL DEVELOPMENT, INC. ("Landlord") entering into a written lease (the "Lease") with ("Tenant"), dated the same date as this Guaranty, pursuant to which Landlord leased to Tenant and Tenant leased from Landlord, premises located in the City of Fort Pierce, County of St. Lucie, Florida, more particularly described as follows:

Units 2158, 2160, 2162 & 2164 of North Bridge Plaza, located at 2200 North Federal Highway US1, Ft. Pierce, FL

Unconditionally guarantees and promises to and for the benefit of Landlord that Tenant shall perform the provision of the Lease that Tenant is to perform for the Term of the Lease.

Guarantors' obligations are joint and several and are independent of Tenant's obligations. A separate action may be brought or prosecuted against any Guarantor whether the action is brought or prosecuted against any other Guarantor or Tenant, or all, or whether any other Guarantor or Tenant, or all, are joined in the action.

Guarantors waive the benefit of any statute of limitations affection Guarantors' liability under this guaranty.

The provisions of the Lease may be changed by agreement between Landlord and Tenant at any time, or by course of conduct, without the consent of or without notice to Guarantors. This Guaranty shall guarantee the performance of the Lease as charged. Assignment of the Lease (as permitted by the Lease) shall not affect this Guaranty.

If Tenant defaults under the Lease, Landlord can proceed immediately against Guarantors or Tenant, or both, Or Landlord can enforce against Guarantors or Tenant, or both, any rights that it has under the Lease, or pursuant to applicable laws. If this Guaranty expires or the Lease terminates and Landlord has any rights Landlord can enforce against Tenant after the termination (but accruing during the Term of the Lease), Landlord can enforce those rights against Guarantors without giving previous notice to Tenant or Guarantors, or without making any demand on either of them.

Guarantors waive the right to require Landlord to (i) proceed against Tenant (ii) proceed against or exhaust any security that Landlord holds from Tenant (iii) pursue another remedy in Landlord's power. Guarantors waive any defense by reason of any disability of Tenant, and waive any other defense based on the termination of Tenant's liability from any cause. Until all of Tenant's obligations to Landlord have been discharged in full, Guarantors have no right of subrogation against Tenant. Guarantors waive their right to enforce any remedies that Landlord

wk

now has, or later may have, against Tenant. Guarantors waive all presentments, demands for performance, notices of nonperformance, protest, notices of protest, notices of dishonor, and notices of acceptance of this Guaranty, and waive all notices of existence, creation, or incurring of new or additional obligations.

If landlord disposes of its interest in the Lease, "Landlord", as used in this Guaranty, shall mean Landlord's successors.

If Landlord is required to enforce Guarantors' obligations by legal proceedings, reasonable attorney's fees.

Guarantors' obligations under this Guaranty shall be binding on Guarantors' successors.

AS A FURTHER INDUCEMENT TO LANDLORD TO MAKE SAID LEASE AND IN CONSIDERATION THEREFORE, LANDLORD AND THE UNDERSIGNED HEREBY AGREE THAT IN ANY ACTION, PROCEEDING OR COUNTERCLAIM BROUGHT BY EITHER THE LANDLORD OR THE UNDERSIGNED AGAINST THE OTHER ON ANY MATTERS WHATSOEVER ARISING OUT OF OR IN ANY WAY CONNECTED WITH SAID LEASE OR THIS GUARANTY, THAT LANDLORD AND THE UNDERSIGNED SHALL AND DO HEREBY WAIVE A TRIAL BY JURY.

Dated: 7/1/2020

wasim Kazmi

Address: 3915 Brookdale Ct

~~wasim~~  
GUARANTOR



sheet



2200 N. US 1 Ft. Pierce FL - Units 2158, 2160, 2162 2164

Yr	SF	Rate	Base Rent	Ann Rent	with TAX (6.5%)	An rent w TAX
1	3444	\$ 12.00	\$ 3,444.00	\$ 41,328.00	\$ 3,667.86	\$ 44,014.32
2	3444	\$ 12.36	\$ 3,547.32	\$ 42,567.84	\$ 3,777.90	\$ 45,334.75
3	3444	\$ 12.73	\$ 3,653.74	\$ 43,844.88	\$ 3,891.23	\$ 46,694.79
4	3444	\$ 13.11	\$ 3,763.35	\$ 45,160.22	\$ 4,007.97	\$ 48,095.64
5	3444	\$ 13.51	\$ 3,876.25	\$ 46,515.03	\$ 4,128.21	\$ 49,538.50
6	3444	\$ 13.91	\$ 3,992.54	\$ 47,910.48	\$ 4,252.06	\$ 51,024.66
7	3444	\$ 14.33	\$ 4,112.32	\$ 49,347.79	\$ 4,379.62	\$ 52,555.40
8	3444	\$ 14.76	\$ 4,235.69	\$ 50,828.23	\$ 4,511.01	\$ 54,132.06
9	3444	\$ 15.20	\$ 4,362.76	\$ 52,353.07	\$ 4,646.34	\$ 55,756.02
10	3444	\$ 15.66	\$ 4,493.64	\$ 53,923.67	\$ 4,785.73	\$ 57,428.70

First, Last, Security: \$ 11,240.07

2

USA

**Florida** DRIVER LICENSE

**K250-880-86-413-0** CLASS E

1 KAZINI  
2 WASIM  
3 3915 BROOKDALE CT  
4 JACKSONVILLE, FL 32277-1317

5 DOB 11/13/1985 15 SEX M  
6 EXP 11/13/2021 14 HGT 5-04"  
7 REST NONE 16 END A

SAFE DRIVER

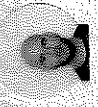

11/13/2013

DDC X812X67042473

REPLACES 07/04/2020

Obtaining a new or replacement license requires a vision test.

Consent to any violation of law.



# Architectonic Inc

---

City of Fort Pierce Building Department  
100 North US 1  
Fort Pierce, FL

October 21, 2020

RE: Conditional Use-Sunshine Arcade, 2202 N. US Highway 1  
Technical Review Project # 20-04000016

To Whom It My Concern:

Please accept the following responses to the comments dated 1/14/2020 from your agency. Response shown on plans corresponding (if required) to these comments are noted.

**Fort Pierce Planning:**

1. Provide a Landscape Plan in accordance with City Code 123-37, signed and sealed by a registered landscape architect. Note that pursuant to City Code 125-325 all site landscaping must comply with the City's Landscape Ordinance prior to the issuance of a business tax receipt.

**Response: A Landscape Plan will be provided as required to bring the site into compliance with the city's landscape ordinance after conditional use approval at the time of building permit application**

2. There is a total of three possible options for the operation of the arcade on the Parking Plan provided. It is noted in the narrative that option 3 would be the preferred option. Staff would be in support of the 3<sup>rd</sup> option with a note that it will be the property owner's responsibility to address any parking issues for future tenants if they arise. If the 3<sup>rd</sup> option is acceptable then remove the other

**Response: Options one and two have been removed**

3. Adjust the floor plan to reflect option 3 of 66 machines if that is the option that is chosen. Currently it shows 80 machines. What is the total square footage of the unit where the Amusement Arcade will operate out of? What will be the hours of operation if you go with option 3 as noted on the Parking Plan?

**Response: The floor plan has been adjusted to show the correct number of machines to match the request**

4. In accordance with City Code 125-325 (2) (j), Sidewalks shall be installed along all public right-of-way for properties that have arcade uses and shall be installed prior to the issuance of a business tax receipt. No location shall be exempt from sidewalk provisions contained in section 1254-317. Sidewalks are not present on the western end of the property and will need to be permitted and installed prior to the issuance of a business tax receipt.

**Response: Sidewalk has been shown on the Plot Plan, but would like to request the option of payment in lieu**

Respectfully Submitted,



---

Michael Seal  
Architectonic Inc.