

# *City of Lauderhill*

Special Exception Application No. 24-SE-002  
UNLIMITED SMOKE & FOOD STORE, LLC

## ***I. APPLICANT INFORMATION***

### PETITIONER

UNLIMITED SMOKE & FOOD STORE, LLC  
Sahil Memon

### STATUS OF PETITIONER

Business Manager

## ***II. BACKGROUND INFORMATION***

### Applicable Land Development Regulations

**LDR Article IV., Part 1.0., Subsection 1.3.1.**, addresses the pre-application conference

**LDR Article IV., Part 1.0., Subsection 1.3.2.**, provides for the Department to review any land development order application

**LDR Article IV., Part 1.0., Subsection 1.4.4.**, provides that within 45 days from the acceptance of the application for development subject to major review

**LDR Article IV., Part 4.0., subsection 4.5.A.** requires the application set forth in detail the proposed use

**LDR Article IV., Part 4.0., Subsection 4.5.B.** provides the Department shall not accept a special exception use application if the property is subject to unpaid city liens, fines or fees

**LDR Article III, Section 2.2.**, addresses assignment of zoning districts

**LDR Article III, Sections 2.3 and 2.4., and Schedule B.** respectively address permitted and special exception uses

**Article IV., Part 4.0., Section 4.6.**, Standards for approval, provides the City Commission, in reviewing any application for a special exception use, shall consider seven (7) specific standards

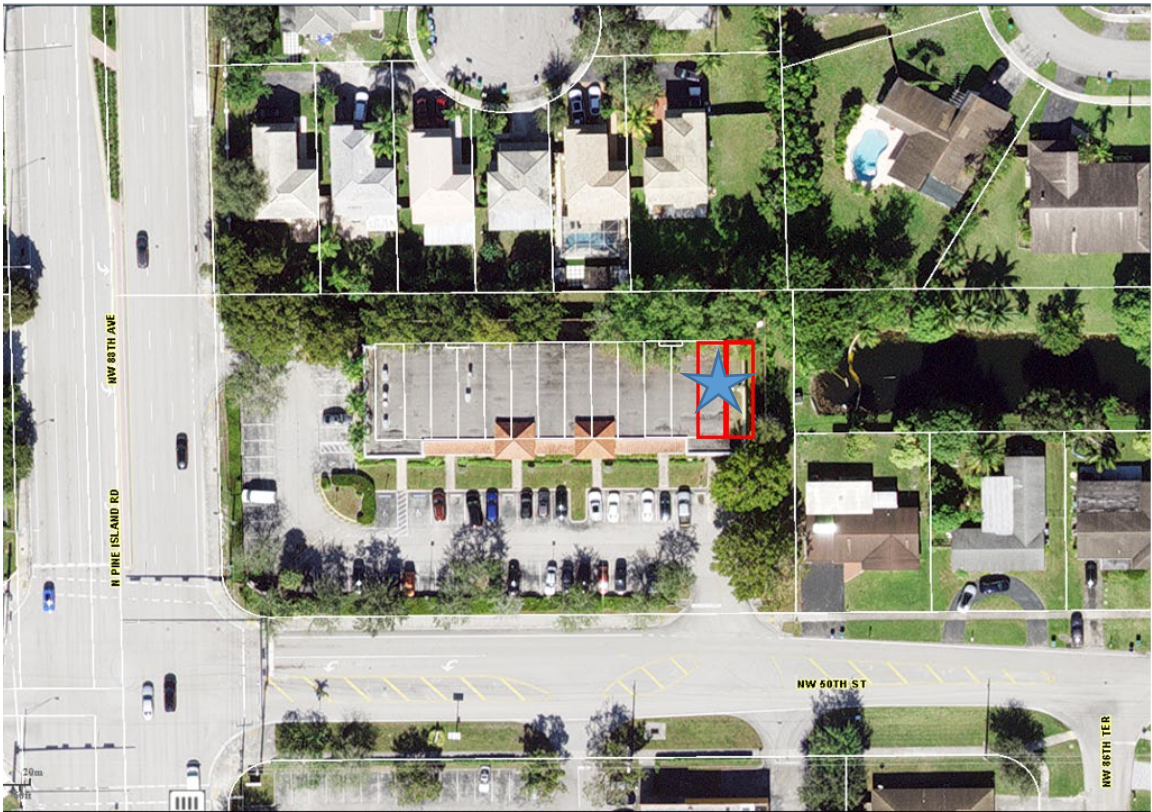
**LDR Article III, Sections 5.15.a (Amended, Ordinance No. 160-04-113, April 25, 2016), Convenience Store**

### Requested Action

The Petitioner requests conveyance of a Special Exception Use to UNLIMITED SMOKE & FOOD STORE, LLC to allow continued use within the Commercial General (CG) zoning district of an Existing Convenience Store located at 8717 - 8723 NW 50<sup>th</sup> ST, Lauderhill, Florida.

Please see Figure 1 below that provides an aerial of the subject site located on the along NW 50<sup>th</sup> St and North Pine Island Rd:

Figure 1



III. SITE INFORMATION

Legal Description

UNITS 1 AND 2 OF B-PLAZA CONDOMINIUM, ACCORDING TO THE DECLARATION THEREOF, AS RECORDED IN OFFICIAL RECORDS BOOK 34684, PAGE 978 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, MORE COMMONLY KNOWN AS 8717 AND 8723 NW 50TH ST, LAUDERHILL, FLORIDA

Address

8717 - 8723 NW 50th ST, Lauderdale, Florida

Land Use/Zoning:

Existing Land Use	Commercial
Future Land Use Designation	Commercial
Zoning Designation	General Commercial (CG)

Adjacent Designations:

	Existing Use	Future Designation	Zoning
North	Residential	Residential	RM-8
South	Commercial	Commercial	CG
East	Residential	Residential	RS-4
West	City of Sunrise	City of Sunrise	City of Sunrise

#### **IV. ZONING HISTORY**

##### Existing Special Exceptions

None

##### Violations

2/6/2024 Case #: 24020036 Operating a business without a Certificate of Use

##### Existing Variances

None

#### **V. PLANNING ANALYSIS**

As stipulated in the Land Development Regulations, Article IV, Section 4.6, Standards for Approval, The Planning and Development Division has reviewed the proposed request pursuant to the following special exception considerations:

1. The effect of such use on surrounding properties.
2. The suitability of the use in regard to its location, site characteristics, and intended purpose.
3. Access, traffic generation and road capacities.
4. Economic benefits or liabilities.
5. Demands on utilities, community facilities, and public services.
6. Compliance with the Comprehensive Land Use Plans for Broward County and/or the City of Lauderdale.
7. Factors relating to safety, health, and general public welfare.

Based upon its review, staff finds the proposed use to be generally consistent with the above considerations. As such, staff recommends approval of the special exception request.

**LDR Article III, Sections 2.3 and 2.4., and Schedule B.** respectively address permitted and special exception uses. The LDR classifies the proposed use as a Convenience Store and such Uses are allowed in the General Commercial (CG) zoning district through a special exception use approval.

The subject property and all of the surrounding properties are zoned General Commercial (CG) on the City of Lauderhill Zoning Map and located along NW 50<sup>th</sup> ST and N Pine Island Rd. The Applicant is proposing to take over an existing Convenience Store Use within a commercial plaza. As the Convenience Store Use is existing, there will not be an adverse effect to the remainder of the commercial plaza or surrounding properties. As such, Staff concludes that this is an appropriate location for the proposed use as it pertains to the use's effect on the surrounding properties.

The intended purpose is to continue to provide a service where the immediate community can continue to purchase products such as small household items, drinks, snacks, lottery, beer, wine and tobacco. As the Use is in existence and is proposed to be conveyed with the exact operational plan, Staff finds that the Use is suitable in regard to location, characteristics and purpose.

The proposed convenience store provides both direct and indirect economic benefits such as, additional full time jobs to the City of Lauderhill, as well as the collected sales tax and local business receipt tax.

Staff concludes that a convenience store can adversely impact the public safety, health, and general welfare unless such adverse impacts are substantially mitigated. Staff concludes that as opposed to other commercial uses, a convenience store is susceptible to increased crime. Staff concludes that the Convenience Store Use shall be operated consistent with all applicable Florida State Statutes governing Convenience Businesses and regarding security and training to include but not be limited to Florida State Statute Sections 812.171, 812.173, and 812.174. Staff concludes that through Special Exception Use conditions the adverse impacts of such can be substantially mitigated and that this application is in conformance with LDR Article IV, Part 4.0, Section 4.6.

In order to help prevent crime, the proposed Convenience Store Use must also comply with all provisions required in Article VII Section 12-106- Convenience Stores of the Code of Ordinances and Article III Sec 5.15.A of the Land Development Code as well as provide an approved safety plan prior to obtaining conveyance of the associated COU. Unlimited Smoke & Food Store, LLC currently has 16 security cameras, an ADT alarm system, a drop safe for cash and a panic alarm within reach of the cash register. Of note, the business owner has owned and successfully operated another convenience store in the City of Sunrise for the past 4 years.

## ***VI. RECOMMENDATION/ACTION***

Staff recommends approval of this special exception request for conveyance of a convenience store.

In order to ensure potential effects on the surrounding area is minimized, staff recommends the following conditions be imposed:



1. This special exception use development order to allow the Convenience Store is specifically granted to UNLIMITED SMOKE & FOOD STORE, LLC and such development order cannot be conveyed to another person or entity. Any change of corporate ownership affecting 51% percent or more of the interest of the business or any of its assets in any manner shall trigger this provision. Further, this special exception use development order shall automatically expire and become null and void if any entity other than UNLIMITED SMOKE & FOOD STORE, LLC operates the convenience store.
2. The Convenience Store use is restricted to approximately 1,200 square feet of leasable space located at 8717 - 8723 NW 50th ST Lauderhill, Florida. Consistent with Land Development Regulations Article IV., Part 4.0., Section 4.3., the expansion, alteration, enlargement or removal to another location of this use is prohibited and shall be unlawful unless the City Commission amends this development order or grants a new development order to allow such expansion, alteration, enlargement or removal to another location. Notwithstanding the above, through the site plan modification process, the City Commission delegates to the Development Review Committee (DRC) the authority to allow the floor plan to be altered; however, the DRC is without authority to allow the expansion, enlargement, or removal of the use to another location.
3. The submittal of a safety plan approved by the Lauderhill Police Department is required prior to the city issuance of conveyance of an associated Certificate of Use (COU).
4. The convenience store days and hours of operation are Monday through Friday 8AM-10PM, Saturday 9AM-10PM and Sunday 10AM-10PM. Alcoholic beverage sales will be limited to beer and wine on the days and hours imposed by Land Development Regulations Article III., Part 5.0., Subsection 5.3.1.A.
5. UNLIMITED SMOKE & FOOD STORE, LLC shall comply with all of the requirements of Section 812.173, Florida Statutes regarding security at convenience stores as well as comply with all provisions required in Article VII Section 12-106- Convenience Stores of the Code of Ordinances and Article III Sec 5.15.A of the Land Development Code. Such conditions must be met and required at time of Certificate of Use.
6. If there are any code enforcement violations or liens, this Special Exception Use Development Order may be brought before the City Commission to be reconsidered, at which time the development order, or the conditions of approval, may be subject to modification, suspension and/or revocation.
7. Any violation of these conditions of approval may result in a public hearing before the City Commission and may result in the modification, suspension or revocation of this special exception use development order or its conditions or both.

8. Any special exception approval granted by the City Commission shall expire one hundred eighty (180) days after the date of approval, unless a development permit or site plan approval is applied for within the one hundred eighty-day period.
9. If a use which has been granted a special exception shall cease to operate for a continuous period of one (1) year, the special exception approval shall expire.
10. The owner shall execute a trespass agreement for the police department to keep on file for enforcement.

**VII. ATTACHMENTS**

- Attachment A. Application
- Attachment B. Floor Plan
- Attachment C. Affidavit of Conditions



City of Lauderhill  
Planning & Zoning Department  
5581 W. Oakland Park Blvd., Lauderhill, FL 33313  
Phone: 954.730.3050

## Special Exception – Application

**DEADLINE:** Initial paper submission and fee must be received by 5:00 PM on the day of the deadline. *Electronic file submission must be provided on a USB with the submittal.* Refer to the Department Meeting Schedule & Submittal Deadline document provided on the City's website for submission deadlines. **To ensure quality submittal, this project will only be added to the agenda when a complete submission has been provided. If a complete submission is not uploaded by the deadline, the application will be notified via email with an itemized list of outstanding items and/or corrections.**

### Application Review Process:

Application Type	Step 1	Step 2	Step 3	Step 4	Step 5
Special Exception	Pre-Application Meeting with Staff	Staff Review	City Commission Review	Resolution from the City Commission	Applicant addresses any conditions & proceeds with the Certificate of Use (COU) application / process

**APPLICATION SUBMISSION PROCESS:** Upon reception of the **PAPER SUBMISSION** (see below) by Staff. Staff will review to ensure a complete submittal with 5 business days.

**SUBMISSION:** The following paper documents must be submitted:

<b>PAPER</b>	<input checked="" type="checkbox"/>	One (1) completed application with original signatures (All Owners of Record must sign)
	<input checked="" type="checkbox"/>	One (1) Affidavit (must be completed by the Landowner)
		One (1) Letter of Authorization (signed by the Landowner), <i>if the Applicant is not the Landowner</i>
		One (1) Letter of Authorization from the Condominium Association, <i>if the property is a condominium</i>
		Application Fee as established by the City Commission. Refer to Chapter 6 – Section. 6-10 – Enumeration of permit fees, regulations and inspection fees. Checks must be made payable to the "City of Lauderhill."
		A certified copy of the Mailing list of all property owners within 500 feet of the site
	<input checked="" type="checkbox"/>	Copy of Deed or Contract to Purchase
	<input checked="" type="checkbox"/>	Copy of Lease (for Applicants who are renting)
		Written Narrative addressing each review standard & description of the proposed business/use operation
	<input checked="" type="checkbox"/>	Legal description of the property (i.e. the subdivision, block & lot; or metes & bounds description)
<b>USB</b>	<input checked="" type="checkbox"/>	One (1) electronic version of the special exception package

Is the property for this application subject to unpaid city liens, fines or fees? ☐ Yes ☒ No  
If so, the Landowner must resolve all fees prior to placement on the City Commission agenda.





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## Special Exception – Application

### Applicability

#### Article IV – Development Review Requirements

##### Section 4.6. – Standards for approval:

The City Commission, in reviewing any application for approval of a special exception use, shall consider the following:

- A. The effect of such use on surrounding properties.
- B. The suitability of the use in regard to its location, site characteristics, and intended purpose.
- C. Access, traffic generation and road capacities.
- D. Economic benefits or liabilities.
- E. Demands on utilities, community facilities, and public services.
- F. Compliance with the Comprehensive Land Use Plans for Broward County and/or the City of Lauderhill.
- G. Factors relating to safety, health, and general public welfare.

#### Information about the Business / Use (to be included in the Narrative)

- Business Description (list all activities conducted at your business)
- Date the business is expected to open.
- Days and Hours of Operation for the Business (include the estimated number of employees on duty per day)
- Estimated number of persons that the business will employ
- List the job titles and approximate salaries for the proposed employees
- Size of the building area that the business will occupy
- Describe how your business will affect the residents who live close by.
- Describe how this business/ use will affect neighboring businesses.
- Explain what site characteristics make this location suitable for your business/ use.
- Explain how this business/ use will affect the community economically.
- Describe any fire hazards associated with the business/ use.
- Describe what security measures the business/ use will require.
- Describe any chemicals, fluids, gases or potentially hazardous substances that the business/ use requires or stores on-site.
- Describe the water demand that the business/ use may require (above "normal" bathroom needs for employees and customers to use toilets and washing).
- Describe any activity the proposed business/ use will utilize city park facilities.
- Describe any activity the proposed business/ use will generate noise, light or vibrations.
- Describe transit, automobile or pedestrian traffic that the proposed business/ use will create in the area.
- Describe any activity of the proposed business/ use may engage in related to alcohol, music or live entertainment.
- Describe any other aspects of the business/ use that may be relevant to the City's review not requested.





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## Special Exception – Application

### Additional Information about the Business / Use for Childcare / Schools

1. Provide evidence of financial responsibility: Submit monthly profit and loss statements for a 1 year period and a bank statement showing sufficient resources to cover any losses.
2. Provide evidence of ownership of the property or a contract or option to purchase or lease.
3. Provide evidence of a letter submitted to the Department of Public Services, Social Services Division, acknowledging your desire operate a child care facility.
4. Evidence of past job and education experience or both showing that the applicant and employees of the applicant are qualified to operate a child care facility.
5. List of all persons with a financial interest in the facility, along with affidavits from each stating whether or not that person was ever convicted of a crime. Also provide a copy of each person's driver's license and social security number.
6. The owner or operator of any child care facility shall annually provide proof that said facility has obtained and will continue in effect a Comprehensive General Liability Insurance Policy in the minimum amount of three hundred thousand dollars (\$300,000.00) for bodily injury and property damage. Proof of such insurance policy shall be provided to the Finance Department in conjunction with the filing of the Local Business Tax Receipt application. Said owner or director shall also provide the Finance Department thirty (30) days prior notice of the expiration or cancellation of said insurance policy.
7. Demonstrate conformance with the usable indoor floor space, outdoor play area, staff-to-child ratio, and toilet and bath facility requirements in Florida Administrative Code Section 65C-22.002, as may be amended from time-to-time.
8. If transportation services are provided, the following requirements shall apply:
9. The transportation services requirements specified in the Florida Administrative Code as may be amended from time-to-time.
10. Annually provide proof that said facility has obtained and will continue in effect a Comprehensive General Liability Insurance Policy in the minimum amount of one million dollars (\$1,000,000.00) for bodily injury and property damage. Proof of such insurance policy shall be provided to the Finance Department in conjunction with the filing of the Local Business Tax Receipt application. Said owner or director shall also provide the Finance Department thirty (30) days prior notice of the expiration or cancellation of said insurance policy.
11. Any other documentation that the Planning and Zoning Director deems relevant to the operation of such facility.





City of Lauderhill  
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## Special Exception – Application

Property Description		
Street Address: 8717 NW 50 <sup>th</sup> St Lauderhill FL 33351	Folio Number(s): 494116AE0010	
Nearest Cross Street: Pine Island & 50 <sup>th</sup> St		
Subdivision:	Block:	Lot:
Business Information		
Business Name (if applicable): Unlimited Smoke & Food Store LLC	Business Owner: Sohail Memon	
Mailing Address: 8717 NW 50 <sup>th</sup> St	City, State & Zip Code: Lauderhill, FL, 33351	
Phone Number: (954) 330-8318	Email: unlimitedsmokestore@gmail.com	
Applicant, Owner's Representative or Agent		Landowner (Owner of Record)
Business Name (if applicable): Unlimited Smoke & Food Store LLC		Business Name (if applicable): Riviera Real State LLC
Name and Title: Sohail Memon Manager	Sohail Memon	Name and Title: Mr. Luis A. Rivera
Signature: 		Signature: 
Date: 01/17/2024		Date: Jan 18, 2023
Mailing Address: 8717 NW 50 <sup>th</sup> St		Mailing Address: 4950 Sw 94 Ave
City, State & Zip: Lauderhill, FL 33351		City, State & Zip Code: Cooper Citi FL 33328
Phone Number: (954) 330-8318		Phone Number: 305 409 2309
Email: unlimitedsmokestore@gmail.com		Email: lriverar@hotmail.com
All communication will be sent to the Landowner (Owner of Record) and Applicant.		



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 Planning & Zoning Department  
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### Special Exception – Application

Architect	Engineer
Business Name (if applicable): N/A	Business Name (if applicable): N/A
Name and Title:	Name and Title:
Signature:	Signature:
Date:	Date:
Mailing Address:	Mailing Address:
City, State & Zip:	City, State & Zip Code:
Phone Number:	Phone Number:
Email:	Email:

Attorney	Other
Business Name (if applicable): N/A	Business Name (if applicable): N/A
Name and Title:	Name and Title:
Signature:	Signature:
Date:	Date:
Mailing Address:	Mailing Address:
City, State & Zip:	City, State & Zip Code:
Phone Number:	Phone Number:
Email:	Email:





City of Lauderhill  
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## Special Exception – Application

Site Data
Development / Project Name: Unlimited Smoke & Food Store
Briefly describe the special exception requested (a project narrative must be submitted separately that explains in greater detail the request & address each review standard 4.6. Standards for approval):
In this store, we will be retailing products that are essential for daily use for the neighbors living in the area. They will find products related to <del>to</del> tobacco, nicotine, beer, wine, food, snacks, drinks, household goods, lottery, etc. This is the owner's second convenience store and the first one I own is located in Sunrise, FL also called "Unlimited Smoke & Food Store."
Additional Information
Have any other applications been submitted for this site? <input type="radio"/> Yes <input checked="" type="radio"/> No
If so, list the other applications & provide reference to the Meeting Date/ Results:
Pre-Application Conference Date:



City of Lauderhill  
Planning & Zoning Department  
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Phone: 954.730.3050

## Special Exception – Application

### AFFIDAVIT

I AM THE LANDOWNER OF RECORD (OR I HAVE FURNISHED THE CITY OF LAUDERHILL WITH A NOTARIZED LETTER FROM THE LANDOWNER AUTHORIZING ME TO SUBMIT THIS APPLICATION ON THEIR BEHALF), AND DO HEREBY SWEAR OR AFFIRM THE FOLLOWING:

1. THAT ALL OF THE INFORMATION CONTAINED IN THIS APPLICATION AND THE ATTACHMENTS ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.
2. CONSISTENT WITH THE LAND DEVELOPMENT REGULATIONS OF THE CITY OF LAUDERHILL, FLORIDA, I WILL CAUSE A SIGN AT LEAST THREE (3) SQUARE FEET IN SIZE TO BE POSTED ON THE SUBJECT PROPERTY FACING AND VISIBLE FROM THE STREET AT LEAST TEN (15) DAYS PRIOR TO THE PUBLIC HEARING. MOREOVER, I CERTIFY THE SIGN WILL REMAIN POSTED FOR THE DURATION OF THE TIME REQUIRED FOR THE POSTING OF THE SUBJECT PROPERTY AND A PHOTOGRAPH OF THE SIGN POSTED ON THE SUBJECT PROPERTY WILL BE PROVIDED TO THE CITY OF LAUDERHILL PLANNING AND ZONING DEPARTMENT AT LEAST SEVEN (7) DAYS PRIOR TO THE PUBLIC HEARING. I WILL CAUSE THIS SAME SIGN TO BE REMOVED WITHIN SEVEN (7) CALENDAR DAYS AFTER THE HEARING.
3. CONSISTENT WITH THE LAND DEVELOPMENT REGULATIONS, I WILL PROVIDE WRITTEN NOTICE TO ALL PROPERTY OWNERS WITHIN 500 FEET OF THE SUBJECT PROPERTY POSTMARKED NO FEWER THAN 15 CALENDAR DAYS BEFORE THE HEARING DATE. THE SAME WRITTEN NOTICE WILL BE PROVIDED TO ALL LARGE ASSOCIATIONS, BASED ON THE E-MAIL DISTRIBUTION LIST FURNISHED BY THE CITY.

Landowner's Name: Luis Rivera

(or Authorized Official – Owner's Authorization Letter required if not the Owner of Record)

Address: 4950 Sw 94 Ave

Copper City Florida 33328  
(City) (State) (Zip Code)

[Signature]  
Signature of Owner or Authorized Representative

SWORN AND SUBSCRIBED before me this 22<sup>ND</sup> day of January, 2024, by means of  
[x] physical presence or [ ] online notarization.

Sunil Ramchandani  
NOTARY PUBLIC, STATE OF FLORIDA



SUNIL RAMCHANDANI  
Commission # HH 427621

Expires November 28, 2027

State of Florida  
County of Broward

(Name of Notary Public: Print, stamp, or Type as Commissioned.)

☐ Personally know to me, or

☐ Produced identification:

(Type of Identification Produced)





City of Lauderhill  
Planning & Zoning Department  
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## Special Exception – Application

### **ADDITIONAL RESOURCES:** **REAL ESTATE RESEARCH SERVICES**

The following companies have provided the required certified mailing list for previous applicants. This is not a comprehensive list of companies that provide this service, nor shall this be construed as a list of companies the City endorses. This is merely a list of businesses who have provided this service in the past.

Please refer to the yellow pages or internet search engine for additional sources.

**Alldata Real Estate Systems, Inc.**  
290 NE 51<sup>st</sup> Street  
Ft. Lauderdale, FL  
(954) 772-1800

**Cutro & Associates, Inc.**  
1025 Yale Drive  
Hollywood, FL  
(954) 920-2205

#### **SIGN SPECIFICATIONS:**

Sign will be three (3) feet by three (3) feet in size and of a durable material. The applicant is required to post the sign on the property for which approval is sought at least fifteen (15) days before the public hearing. No permit shall be required for such sign.

The sign shall be posted upon the property so as to face, and be visible from, the street upon which the property is located.

SIGN must be WHITE background, BLACK letters.

SIGN must be securely attached to two, 2" x 4" posts (with nails or screws), and must be a minimum of 3 feet above ground level.

POSTS shall be set a minimum of 18" below ground level.

### **CITY OF LAUDERHILL NOTICE OF PUBLIC HEARING**

#### **SPECIAL EXCEPTION**

**DATE:**

**TIME:**

**LOCATION:**

**COMMISSION CHAMBERS**

**5581 WEST OAKLAND PARK  
BLVD**

**LAUDERHILL, FLORIDA**

**FOR ADDITIONAL INFORMATION  
PLEASE CALL 954-730-3050**



**Unlimited Smoke & Food Store LLC  
8717 NW 50th St Lauderhill FL 33351**

City of Lauderhill,

At Unlimited Smoke & Food Store, we are purchasing this currently operating convenience store and keeping it the same way. We will keep the same type of merchandise to serve the community and people living nearby. We will provide the community with a wide selection of drinks, snacks, lottery, beer, wine, cigarettes, and general tobacco merchandise. We are looking forward to continuing the growth of this business to better serve the community with all their needs and wants as a one stop shop. The convenience store will be kept clean, quiet, and operating smoothly to the best of our ability. We strive to provide a great customer experience for the residents of the city of lauderhill by providing them with daily household needs such as listed previously, and more. We take our time to understand the needs of every customer and try to fulfill their expectations to the best of our ability and that's what allows us to grow our business. Currently, there is another convenience store located in Sunrise, FL from the same owner which has been operating efficiently under the same management for the past 3 years. We look forward to provide the community with as much as we can, all at one place.

Thank you,  
Sahil Memon

The hours of operation for the location are 8am-10pm on weekdays and 9am-10pm on Saturdays and 10am-10pm on Sundays. Our company currently has 2 employees. For the security of the business and employees we take a few precautions. For example, we have about 16 cameras throughout the establishment and an ADT alarm system. We also have a panic alarm by the register which employees can use during an emergency. For cash handling, we have a drop safe within the store where the money can be dropped every night. The space is about 1200sqft. Our store will help the residents have access to daily needs as well as grabbing a quick snack on their way out of the house. The store is conveniently located in a neighborhood and customers can easily stop by either on their way out of their homes or on their way home to grab anything they may need. We also welcome and serve employees of nearby businesses who enjoy buying snacks and drinks. I also own another convenience store in Sunrise Florida for about 3-4 years and have been doing great business there since I started. Our rule has always been to satisfy customers and if businesses learn to satisfy the needs of their customers, they will always be successful.

State of FLORIDA

Rev. 1348D16

## Addendum to Commercial Lease Agreement

This Addendum to the Commercial Lease Agreement (this "Addendum") is made on 05 day of SEPTEMBER, 2023, by and between RIVERA REAL STATE LLC ("Landlord") and Unlimited Smoke & Food Store 2 ("Tenant"). Each Landlord and Tenant may be referred to individually as a "Party" and collectively as the "Parties."

This Addendum is attached to and made a part of the Commercial Lease Agreement dated OCTOBER 01, 2022 (the "Agreement") for the rent and use of the premises located at 8717 & 8723 NW 50TH ST LAUDERHILL FL 33351.

The Parties hereby mutually agree to amend the Agreement as follows:

UNLIMITED SMOKE & FOOD  
STORE 2 LLC. CURRENT TENANT IS TRANSFERING THE LEASE AGREEMENT TO UNLIMITED SMOKE & FOOD STORE LLC AS THE NEW TENANT CONTINUING WITH THE ORIGINAL TERMS AND CONDITIONS STATED AT THE BEGINING OF THE LEASE AGREEMENT DATED OCTOBER 01, 2022 LANDLORD IS HOLDING A SECURITY DEPOSIT IN THE AMOUNT OF \$ 3,500.00  
Except as set forth in this Addendum, all other terms and conditions of the Agreement remain unchanged and shall continue in full force and effect.

This Addendum may be executed in one or more counterparts, each of which shall be deemed an original and all of which together, shall constitute one and the same document.

IN WITNESS WHEREOF, this Addendum has been executed and delivered as of the date first written above.

[Signature]  
Landlord Signature  
Luis A. Rivera Ruiz

RIVERA REAL STATE LLC  
Landlord Name

UNLIMITED SMOKE & FOOD STORE LLC  
Tenant Signature

SOHAIL  
Tenant Name

UNLIMITED SMOKE & FOOD STORE 2 LLC  
Tenant Name

Samir  
Representative Signature

Samir Memon Manager  
Representative Name and Title



**Landlord's Default:** Landlord shall not be in default unless Landlord fails to perform obligations require of Landlord within a reasonable time but in no event later than thirty (30) days after written notice by Tenant or any lien holder.

**Entry:** Upon reasonable advance notice, the Landlord or any agent shall have the right to enter said premises during reasonable business hours to examine the premises, or make repairs, additions or alterations as may be deemed necessary for the safety, comfort or preservation of the premises or building.

**Condition:** Tenant hereby accepts the premises in the condition they are in at the beginning of this lease and agrees to maintain the premises in the same condition, order and repair as they are at the commencement of the term of this lease. Tenant shall be responsible to maintain at the Tenant's expense the interior of the premises. Upon the expiration of this Lease, Tenant shall return the Premises to Landlord in a broom clean condition. Landlord shall be responsible for the structure and roof.

**HVAC:** Tenant shall pay for and maintain service with a licensed HVAC contractor.

**Maintenance of Premises:** Landlord shall be responsible to maintain, in good condition, the structural components of the Premises, including but not limited to, the roof, roof membrane, drains, gutters, down spouts, foundation, floor slab, exterior walls, parking spaces, driveways and sidewalks during the term of the lease.

**Access to Premises:** Tenant shall have access to the premises twenty-four (24) hours per day, three hundred sixty five (365) days per year.

**Quiet Enjoyment:** Subject to the terms, conditions and covenants of this Lease, Tenant shall peacefully have, hold and enjoy the Premises, as long as the Tenant is not in default of the Lease.

**Notices:** All notices given by either party to this lease to the other shall be in writing and such notice shall be mailed by certified return receipt U.S. Mail and delivered to Tenant at the premises and delivered to Landlord at Kaps 1722@YAHOO.COM.

**Counterparts:** This Lease may be executed in any number of counterparts. Each such counterpart shall be deemed an original. The execution of the one counterpart by Landlord and one counterpart by Tenant shall constitute one Lease. A facsimile copy of this Lease and any Electronic signature thereon shall be considered for all purpose an original.

**Waiver of Jury Trial:** TENANT AND LANDLORD HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE THE RIGHT EITHER MAY HAVE TO A TRIAL BY JURY IN RESPECT TO ANY LITIGATION BASED HEREON OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS LEASE AND ANY AGREEMENT CONTEMPLATED TO BE EXECUTED IN CONJUNCTION HERewith OR ANY COURSE OF CONDUCT, COURSE OF DEALINGS, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF EITHER PARTY. THIS PROVISION IS A MATERIAL INDUCEMENT FOR LANDLORD ENTERING INTO THIS LEASE WITH TENANT.

  
Tenant

  
Landlord

### COMMERCIAL LEASE AGREEMENT

THIS LEASE AGREEMENT made and entered into this 1st day of October 2022 by RIVERA REAL ESTATE LLC. (hereinafter referred as "Landlord") and BENGALI INC. (hereinafter referred as "Tenant").

WITNESSETH, That Landlord does this day, lease to Tenant that certain retail store space located at 8717 & 8723 NW 50th St, Lauderhill FL 33351; situated in Broward County, FL to be used and occupied by Tenant for a convenience store and for no other purposes or uses whatsoever, for the term of sixty (60) months, subject and conditioned upon the provisions of this lease commencing on October 1st, 2022 and ending on September 30th, 2027.

### LEASE TERMS AND CONDITIONS

Landlord and Tenant agree to a five (5) year lease with a five (5) year renewal option, with the following terms and rent schedule:

Year 1 & 2 a flat rent in the amount of \$3,500.00 per month with a 4% rent increase from year 3 through 5.

Tenant will pay for all utilities

Tenant will obtain liability insurance naming Landlord in the policy.

Tenant will pay one month deposit of \$3,500.00 at time of signing the Lease

The following express stipulations and conditions are made part of this lease and are hereby assented to by Tenant:

**Assignment:** Tenant shall be able to assign this lease thereof, or permit the premises or any part thereof to be used for other purposes than as above stated without the consent of Landlord.

**Personal Property:** All personal property, inventory, equipment and machinery fully belongs to the Tenant and the Tenant takes full responsibility of its personal property. At the end of such lease, Tenant shall take his personal property.

**Compliance with Governmental Codes:** Tenant will comply with all statutes, ordinances, rules, orders, regulations and codes: city, county, state or federal as applicable to the premises. Tenant shall maintain all requisite occupational license to operate its business at the premises.

**Rental Payment:** Tenant shall make the prompt payment of rent on the first day of each and every month. If the landlord has not received the rent due by the fifth (5th) day of each month the Tenant will pay as additional rent ten (10%) percent of the total monthly rent as a late charge.

**Tenant's Default:** In the event that Tenant shall default, abandon or vacate the premises before the end of the term of the Lease, the Landlord may accelerate the rent and immediately see collection thereof or cancel this lease.

  
Tenant

  
Landlord



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

Signed, sealed and delivered  
in the presence of:

RIVERA REAL ESTATE LLC

By:

Luis Rivera, Pres, Landlord

BENGALI, INC

Marta Yecora

By:

Monzur H. Khan, Pres, Tenant

9/30/2022 11:16 AM EDT

