This instrument prepared by:
Robert B. Dunckel,
Assistant City Attorney
City of Fort Lauderdale
100 North Andrews Avenue
Fort Lauderdale, FL 33301

FIRST AMENDMENT
TO
REVOCABLE LICENSE

THIS IS THE FIRST AMENDMENT TO REVOCABLE LICENSE granted this 7th day of July, 2015 by and between:

> **CITY OF FORT LAUDERDALE**, a Florida municipal corporation, P.O. Drawer 14250, Fort Lauderdale, FL 33302-4250, hereinafter "CITY"
>
> and
>
> **BELMAR DEVELOPMENT ASSOCIATES, LLC,** a Florida Limited Liability Company, FEI/EIN # 46-2456982, whose principal address is 1645 Palm Beach Lakes Blvd., Suite 1200, West Palm Beach, FL 33401 , its successors and assigns ("LICENSEE")

WHEREAS, CITY and LICENSEE entered into a Revocable License the 6th day of Janaury 2015 relative to a Development Project at 701 North Fort Lauderdale Beach Boulevard (State Road A-1-A) securing the closure of portion of the public right-of-way bounding the Development Site on the North, West and South; and

WHEREAS, the Revocable License dated January 6, 2015 was recorded in the Public Records of Broward County, Florida on January 30, 2015 at 10:29 AM under Instrument # 112778681; and

WHEREAS, LICENSEE now seeks permission to place two (2) temporary construction trailers within the parking area on the North side of Belmar Street adjacent to the Development Site; and

WHEREAS, this application for a First Amendment to the Revocable License was reviewed by the City's Property and Right-Of-Way Committee on May 26, 2015 under PRW Case No. 15008 and the Committee recommended that the City Commission approve the application and authorize execution of the First Amendment to the Revocable License

WHEREAS, the City Commission of the City of Fort Lauderdale, by Motion, adopted July 7, 2015, has authorized execution of this First Amendment to Revocable License by the property City officials;

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained in this Revocable License, and other good and valuable considerations, the adequacy and receipt of which are hereby acknowledged, the parties agree as follows:

1. Recitals. The foregoing recitals are true and correct and are hereby ratified and confirmed and incorporated herein.

2. Paragraph 2, "Defined Terms" is hereby amended to read as follows:.

> **2. Defined Terms.** The following terms, as used and referred to herein, shall have the meanings set forth below, unless the context indicates otherwise.
>
> . . .
>
> *Project Improvements* means the improvements to be constructed, installed, operated, maintained, repaired and reconstructed from time to time within the License Area, including sidewalk resurfacing, signage and pavement markings, temporary mounted signs, temporary barrier fences and gates and dust screen within the License Area in conjunction with the Project. *Project Improvements* shall include the placement, installation and operation of three (3) temporary construction trailers within the parking area of License Area II. The term *Project Improvements* includes any portion thereof. Each trailer measures 30' x 10'. Of the ten (10) foot width of the temporary trailers, five (5) feet will be placed on the adjacent sidewalk, with the other five (5) feet being placed within the adjacent parking lane on the North side of Belmar Street, all within License Area II, , as more particularly illustrated in **Exhibit "A"** to this First Amendment. The temporary trailers will be removed on or before July 7, 2016.
>
> . . .
>
> *Storage* is synonymous with *Staging of Materials or Equipment* during the assembling or construction of the Project Improvements and shall mean the placement of materials or equipment within the License Area or any public right of way within two blocks of the Property in such a manner as would constitute *Staging of Materials or Equipment* if the materials or equipment were within the License Area, provided however that the placement, installation and operation of three (3) temporary construction trailers within the parking area of License Area II shall be permitted.
>
> . . .

3. This First Amendment shall be in full force and effect upon (a) execution of the First Amendment by CITY and LICENSEE and (b) recordation of the First Amendment in the Public Records of Broward County, Florida at LICENSEE's expense.

4. In the event and to the extent that there is any conflict between the terms and conditions of the Revocable License and the terms and conditions of this First Amendment to Revocable License, then the terms and condition of this First Amendment shall supersede and prevail over any such conflicting terms in the underlying Revocable License.

5. In all other respects, the parties ratify and confirm the Revocable License date January 6, 2015.

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

WITNESSES:

Safeea Ali

[Witness print or type name]

Katerina Skoundridakis

[Witness print or type name]

CITY OF FORT LAUDERDALE

John P. "Jack" Seiler Mayor

Lee R. Feldman, City Manager

ATTEST:

Jeffrey A. Modarelli, City Clerk

(CORPORATE SEAL)

APPROVED AS TO FORM:

Lynn Solomon, Assistant City Attorney

STATE OF FLORIDA:
COUNTY OF BROWARD:

The foregoing instrument was acknowledged before me this Sept. 6, 2017, by **John P. "Jack" Seiler**, Mayor of the City of Fort Lauderdale, a municipal corporation of Florida. He is personally known to me and did not take an oath.

(Seal)

Safeea A. Maloney
Notary Public, State of Florida
(Signature of Notary taking Acknowledgment)

SAFEEA A. MALONEY
Notary Public - State of Florida
My Comm. Expires Dec 4, 2018
Commission # FF 161992
Bonded through National Notary Assn.

Safeea A. Maloney
Name of Notary Typed, Printed or Stamped

My Commission Expires: Dec. 4. 2018

161992
Commission Number

STATE OF FLORIDA:
COUNTY OF BROWARD:

The foregoing instrument was acknowledged before me this September 6, 2017, by **Lee R. Feldman**, City Manager of the City of Fort Lauderdale, a municipal corporation of Florida. He is personally known to me and did not take an oath.

(SEAL)

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

KERRY ARTHURS
MY COMMISSION # FF953055
EXPIRES: January 24, 2020

KERRY ARTHURS
Name of Notary Typed, Printed or Stamped

My Commission Expires: 01/24/2020

FF953055
Commission Number

CARETTA A. MALONEY
Notary Public - State of Florida
My Comm. Expires Dec 4, 2015
Commission # FF 187992
Bonded through National Notary Assn.

WITNESSES:

Jared Bouskila
[Witness Signature]

JARED BOUSKILA
[Witness print/type name]

[Witness Signature]

TARA VALLE
[Witness print/type name]

LICENSEE:

BELMAR DEVELOPMENT ASSOCIATES, LLC, a Florida limited liability company

By: Encore Housing Opportunity Fund II G.P. LLC, a foreign Manager for Belmar Development Associates, LLC, a Florida limited liability company

By: AF Encore Management, LLC, a Florida limited liability company, Managing Member for Encore Housing Opportunity Fund II G.P. LLC

By: AJF Investments, LLLP, a Florida limited partnership, Managing Member for AF Encore Management, LLC, a Florida limited liability company

By: AJF Holdings, LLC, a Florida limited liability company, General Partner for AJF Investments, LLLP, a Florida limited partnership

By: _____
Arthur Falcone, Manager for AJF Holdings, LLC, a Florida limited liability company

STATE OF FLORIDA)
) SS
COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me this 28 day of August, 2017, by **Arthur Falcone**, General Partner for **AJF Holdings, LLC,** a Florida limited liability company, which the Managing Member for **AF Encore Management, LLC,** a Florida limited liability company, which is the is Manager for **Encore Housing Opportunity Fund Investment Manager, LLC,** a Florida limited liability company, which is Manager for **Belmar Development Associates, LLC,** a Florida limited liability company, who freely and voluntarily executed this instrument on behalf of said Florida limited liability company. He is personally

known to me or has produced N/A as identification or is known to me personally.

Notary Public

CORA DiFiore

Typed, printed or stamped name of Notary Public

My Commission Expires:

5/7/2018

Cora DiFiore
NOTARY PUBLIC
STATE OF FLORIDA
Comm# FF097137
Expires 5/7/2018

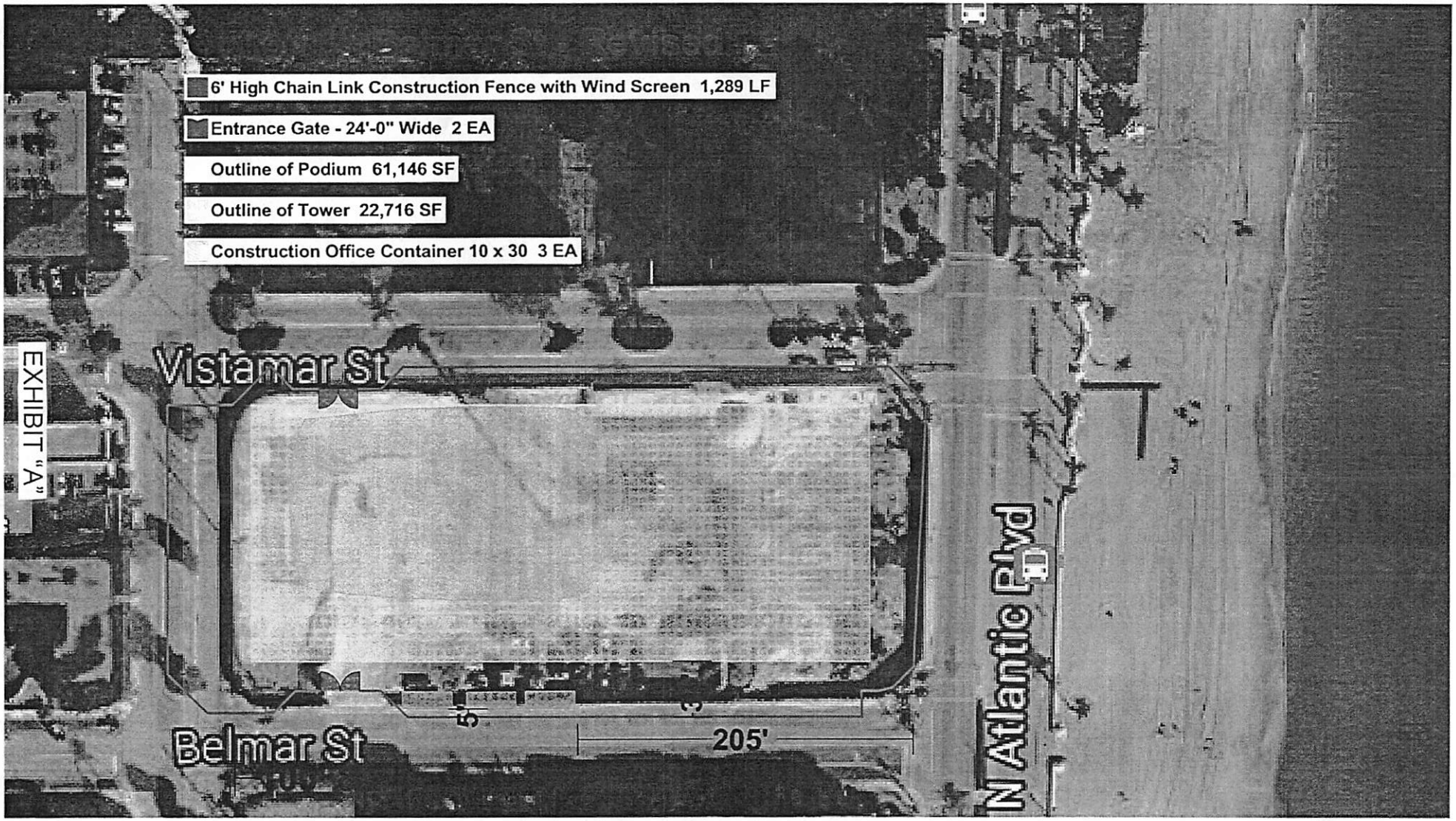

EXHIBIT "A"

Paramount - Office Trailer Layout-Belm - Toget.PNG (316% of Scale); 31-834 - Paramount - Crane Layouts; 31-834 - Paramount Condo; 6/26/2015 03:46 PM

2L6

RUSH

9/6/17

COMMISSION AGENDA ITEM DOCUMENT ROUTING FORM

Today's Date: 9/5/2017

DOCUMENT TITLE: First Amendment to Revocable License - Belmar Development Associates, LLC and Second Amendment to Revocable License – Belmar Development Associates, LLC

COMM. MTG. DATE: 7/7/15 **CAM #:** 15-0762 **ITEM #:** CM16 **CAM attached:** ☒YES ☐NO

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

CIP FUNDED: ☐ YES ☒ NO

Capital Investment / Community Improvement Projects defined as having a life of at least 10 years and a cost of at least $50,000 and shall mean improvements to real property (land, buildings, or fixtures) that add value and/or extend useful life, including major repairs such as roof replacement, etc. Term "Real Property" include: land, real estate, realty, or real.

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2) City Attorney's Office # of originals attached: 2 Approved as to Form: ☒YES ☐NO

Date to CCO: 9/5/2017 **LS**
Initials

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3) City Clerk's Office: # of originals: 2 **Routed to:** Gina Ri/CMO/X5013 **Date**: 9/5/17

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4) City Manager's Office: CMO LOG #: Sep-11 Date received from CCO: 9/5/17

Assigned to: L. FELDMAN ☒ S. HAWTHORNE ☐ C. LAGERBLOOM ☐
L. FELDMAN as CRA Executive Director ☐

☐ APPROVED FOR LEE FELDMAN'S SIGNATURE ☐ N/A FOR L. FELDMAN TO SIGN

PER ACM: **S. HAWTHORNE** _____ (Initial/Date) **C. LAGERBLOOM** _____
(Initial/Date) ☐ **PENDING APPROVAL** *(See comments below)*
Comments/Questions:

Forward 2 originals to ☒ Mayor ☐ CCO **Date:** 9/6/17

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

INSTRUCTIONS TO CLERK'S OFFICE

City Clerk: Retains 0 original and forwards 2 original(s) to: Shaniece Louis/ Ext. 5036 / CAO ***(Name/Dept/Ext)***

Attach ___ certified Reso # ____ ☐YES ☐NO **Original Route form to CAO**

******Original document has to be recorded** **Sorry the first set of documents were lost in the mail per the developer*****

Rev. 6/10/16