

**CONSENT TO ASSIGNMENT OF REVOCABLE LICENSE AGREEMENT**

THIS CONSENT TO ASSIGNMENT OF REVOCABLE LICENSE AGREEMENT is entered into on \_\_\_\_\_, 2021, among:

CITY OF FORT LAUDERDALE, a municipal corporation of the State of Florida, hereinafter referred to as “City”

and

EDENGATE LAS OLAS, LLC, a Florida limited liability company, whose principal address is 2801 SW 31<sup>st</sup> Avenue, Suite 2-B, Coconut Grove, FL 33133 , hereinafter referred to as “EDENGATE”

and

CYPRESS LAS OLAS LLC, a Delaware limited liability company, whose principal address is 12121 Wilshire Boulevard, Suite 801, Los Angeles, CA 90025, hereinafter referred to as “CYPRESS”

and

MQMF LAS OLAS OWNER LLC, a Delaware limited liability company, whose principal address is 2000 Mckinney Avenue, Suite 1000, Dallas, TX 75221, hereinafter referred to as “Assignee”

WHEREAS, EDENGATE and CYPRESS may hereinafter collectively be referred to as “Assignors”; and

WHEREAS, Assignors were the fee simple owners of the property generally located at 419 SE 2<sup>nd</sup> Street in Fort Lauderdale, FL, as more particularly described in that certain special warranty deed recorded as Instrument No. 116123866 (the “Property”); and

WHEREAS, pursuant to a Motion adopted its meeting on September 17, 2019, the City Commission of the City of Fort Lauderdale authorized the City to enter into a revocable license agreement with Assignors, such revocable license agreement being recorded as Instrument No. 116103253 in the Public Records of Broward County, Florida (“Revocable License Agreement”); and

WHEREAS, the Revocable License Agreement granted Assignors permission to occupy certain rights-of-way in order to construct the development project on the Property approved under City DRC Case No. R17044 (“Development Project”), as amended from time to time; and

WHEREAS, Assignee, as successor in interest to Assignors, is the fee simple owner of the Property by virtue of that certain special warranty deed recorded as Instrument No. 116123866 in the Public Records of Broward County, Florida; and

WHEREAS, Assignee is in the process of developing the Development Project; and

WHEREAS, the Assignors wish to assign the Revocable License Agreement to Assignee in order to facilitate construction of the Development Project; and

WHEREAS, pursuant to Section 26 of the Revocable License Agreement, assignment of the Revocable License Agreement requires the written consent of the City; and

NOW THEREFORE, in consideration of the mutual promises, covenants and agreements, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties agree as follows:

1. The foregoing recitals are correct and are incorporated into this Consent to Assignment of Revocable License Agreement.

2. City does hereby consent to and approve of the assignment of the Revocable License Agreement from Assignors to Assignee.

3. By the consent and approval contained in this document, City relies upon the representations of Assignors and Assignee that no other person, natural, corporate or otherwise, will be adversely affected by the consent and approval contained in this document. In the event of a claim by any such third person that this Consent to Assignment of Revocable License Agreement adversely affects any such person, Assignee agrees to indemnify and hold harmless City completely from any such claim and shall provide City with a complete legal defense for any such claim, at no cost or expense whatsoever to City.

4. By the consent and approval contained in this document, Assignors are hereby released from all benefits, obligations, restrictions and liabilities under the Revocable License Agreement. By the consent and approval contained in this document, all benefits, obligations, restrictions and liabilities under the Revocable License Agreement shall be binding on and inure to the benefit of Assignee.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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

**AS TO CITY:**

WITNESSES:

**CITY OF FORT LAUDERDALE**

\_\_\_\_\_

By \_\_\_\_\_  
Dean J. Trantalis, Mayor

\_\_\_\_\_  
[Witness type or print name]

By \_\_\_\_\_  
Christopher J. Lagerbloom, ICMA-CM  
City Manager

\_\_\_\_\_  
[Witness type or print name]

ATTEST:

(CORPORATE SEAL)

\_\_\_\_\_  
Jeff Modarelli, City Clerk

Approved as to form:

\_\_\_\_\_  
Shari C. Wallen, Esq.  
Assistant City Attorney

STATE OF FLORIDA:  
COUNTY OF BROWARD:

The foregoing instrument was acknowledged before me, by means of  physical presence or  online notarization this \_\_\_ day of \_\_\_\_\_, 2021 by **Dean J. Trantalis**, 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)

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

\_\_\_\_\_  
Name of Notary Typed, Printed or Stamped

My Commission Expires:

\_\_\_\_\_  
Commission Number

STATE OF FLORIDA:  
COUNTY OF BROWARD:

The foregoing instrument was acknowledged before me, by means of  physical presence or  online notarization this \_\_ day of \_\_\_\_\_, 2021 by **Christopher J. Lagerbloom**, 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)

\_\_\_\_\_  
Name of Notary Typed, Printed or Stamped

My Commission Expires:\_\_\_\_\_

\_\_\_\_\_  
Commission Number

**WITNESSES:**

\_\_\_\_\_  
[Witness Signature]

\_\_\_\_\_  
[Witness print/type name]

\_\_\_\_\_  
[Witness Signature]

\_\_\_\_\_  
[Witness print/type name]

**AS TO EDENGATE:**

Edengate Las Olas, LLC, a Florida limited liability company

By: EDENGATE LAS OLAS PARENT, LLC, a Florida limited liability company, as its Manager

By: \_\_\_\_\_  
Jay Jacobson, Manager

STATE OF \_\_\_\_\_ )  
 ) SS  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me, by means of  physical presence or  online notarization this \_\_\_\_ day of \_\_\_\_\_, 2021, by Jay Jacobson, as Manager of Edengate Las Olas Parent, LLC, a Florida limited liability company, Manager of Edengate Las Olas, LLC, a Florida limited liability company, freely and voluntarily on behalf of said limited liability company. He is personally known to me or has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Public, State of \_\_\_\_\_  
(Signature of Notary Acknowledgement)

\_\_\_\_\_  
Name of Notary Typed, Printed or Stamped

My Commission Expires:

(SEAL)

\_\_\_\_\_  
Commission Number



**WITNESSES:**

**As to Assignee:**

\_\_\_\_\_ )  
[Witness Signature]

**MQMF LAS OLAS OWNER LLC**, a Delaware limited liability company

\_\_\_\_\_ )  
[Witness print/type name]

By: MQMF LAS OLAS JV LLC, a Delaware limited liability company, its sole member

\_\_\_\_\_ )  
[Witness Signature]

By: \_\_\_\_\_ )  
Charles O. Shallat, Vice President

\_\_\_\_\_ )  
[Witness print/type name]

**ACKNOWLEDGEMENT**

STATE OF \_\_\_\_\_ )  
 ) SS  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me, by means of  physical presence or  online notarization this \_\_ day of \_\_\_\_\_, 2021 by Charles O. Shallat, the Vice President of MQMF LAS OLAS JV LLC, a Delaware limited liability company, the sole member of MQMF LAS OLAS OWNER LLC, a Delaware limited liability company. He is personally known to me or has produced \_\_\_\_\_ as identification and did / did not (circle one) take an oath.

\_\_\_\_\_  
Notary Public, State of \_\_\_\_\_  
(Signature of Notary Acknowledgement)

\_\_\_\_\_  
Name of Notary Typed, Printed or Stamped

(SEAL)

My Commission Expires:

\_\_\_\_\_  
Commission Number