



PARKS AND RECREATION DEPARTMENT BEACH FOOD AND ALCOHOLIC BEVERAGES APPLICATION

PRD.BFABA

LICENSE APPLICATION FOR THE SALE, SERVICE, AND DELIVERY OF FOOD AND ALCOHOLIC BEVERAGES ON CITY BEACHES BY UPLAND HOTELS

PROCESS: Pursuant to Section 8-55.4, of the City's Code of Ordinances, the Parks and Recreation Department will review all applications from upland hotels for a license to sell, serve, and deliver food and alcoholic beverages on City beaches. Applicants will be notified via e-mail, if application does not meet the submittal requirements and if changes or additional information is required. Completed applications should be provided to the Parks and Recreation Department no later than November 1 in order to allow time to process the application for approval prior to January 1.

An application for a license to sell, serve, and deliver food and alcoholic beverages on the Public Beach for consumption by an upland hotel guest or any person who rents a beach chair from a city-approved beach concessionaire shall be submitted to the city's Parks and Recreation Department by email to cbean@fortlauderdale.gov on forms provided by the department and shall be subject to the minimum requirements set by the department. The Parks and Recreation Department is responsible for the processing and administration of license applications.

FEES: All application fees for the sale, service, and delivery of food and alcoholic beverages on city beaches are calculated at an amount equal to Twenty-Five Dollars (\$25) times the total number of guest rooms at Applicant's upland hotel and shall be due annually on January first of each year, and may be amended from time to time by the City Commission. In addition to the application fee, any additional costs incurred by the City shall be paid by the applicant. Any additional costs, which are unknown at the time of application, are later incurred by the City, shall be paid by the applicant prior to the issuance of the license.

LICENSE FEE: NUMBER OF HOTEL GUEST ROOMS X \$25.00

INSTRUCTIONS: The following information is required pursuant to Section 8-55.4 of the City's Code. The application must be filled out accurately and completely. Please print or type and answer all questions. Indicate N/A if does not apply.

SALE, SERVICE, AND DELIVERY OF FOOD AND ALCOHOLIC BEVERAGES ON CITY BEACHES APPLICATION

OWNERSHIP / OPERATOR INFORMATION	
PROPERTY OWNER / OPERATOR	City of Fort Lauderdale (Lessor) / Rahn Bahia Mar LLC (Lessee), J. Kenneth Tate, Vice President
PROPERTY OWNER SIGNATURE	<i>[Signature]</i>
Address, City, State, Zip	1175 NE 125th Street, Suite 102, North Miami, Florida, 33161
Phone Number / E-mail Address	(305) 891-1107 kenny@tatecapital.com
PROOF OF OWNERSHIP	Tax Record AGENT AUTHORIZATION Letter Provided
APPLICANT / AGENT'S NAME	Rahn Bahia Mar LLC / Lisa Namour
APPLICANT / AGENT'S SIGNATURE	<i>[Signature]</i>
Address, City, State, Zip	801 Seabreeze Blvd, Fort Lauderdale, Florida, 33316
Phone Number / E-mail Address	(954) 205-8284 lisa.namour@hilton.com
BUSINESS / HOTEL INFORMATION	
BUSINESS / HOTEL NAME	Rahn Bahia Mar LLC dba Bahia Mar Beach Resort
BUSINESS / HOTEL ADDRESS	801 Seabreeze Blvd, Fort Lauderdale, Florida, 33316
NUMBER OF HOTEL GUEST ROOMS	296 MULTIPLY X \$25 \$ 7,400 LICENSE FEE

SUBMITTAL REQUIREMENTS:

APPLICATION PACKAGE consisting of the application above and following operational plan set and supporting documentation uploaded to the City of Fort Lauderdale's application webpage.

OPERATIONAL PLAN SET:

SITE PLAN depicting a layout of the hotel's property boundary lines and lines representing the extension of side boundary lines east into the Public Beach representing the proposed location for food and any beverage service on the Public Beach, a detailed description and design of a temporary beachfront structure, if any, including the material to be used for the structure. Any temporary beachfront structure plans shall satisfy all applicable permitting requirements of the City Code and shall be reviewed and processed by the City's Development Services Department.

TRAFFIC CONTROL PLAN with safety guidelines for service providers and hotel guests expected to cross State Road A1A or any other right-of-way in order to access the Public Beach to ensure no undue interference with the passage of the public on State Road A1A. The traffic control plan and personnel necessary to implement said plan shall be furnished at the sole cost and expense of each licensee.

PLAN FOR THE CONTINUOUS CLEANUP and deposit of all trash and debris in proper receptacles in compliance with sanitary facilities and any safety inspection requirements, as deemed necessary by the Fire-Rescue, Parks and Recreation Department, and Development Services Department;

SUPPORTING DOCUMENTATION:

APPLICATION completed (all pages filled out as applicable)

PROOF OF OWNERSHIP (warranty deed or tax record), including corporation documents if applicable

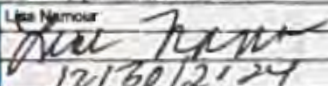
PROPERTY OWNERS SIGNATURE and/or Agent Authorization Letter Signed by Property Owner

CODE OF ORDINANCE NARRATIVES providing point-by-point responses, on upland hotel's letterhead, dated, and signed by the upland hotel's owner/operator or authorized agent, referencing all applicable sections of the Code and indicating how the submittal complies with the criteria.

- o Food and/or beverages to be served, sold or delivered
- o Policy to ensure that hotel guests and other customers consuming alcoholic beverages and all employees serving or otherwise handling alcoholic beverages are 21 years of age or older
- o Policy to ensure service providers wear uniforms and name tags that identify the upland hotel as the employer, as more specifically set forth in the license application
- o Describe the Mobile Point-of-Sale (POS) system that will be used and is compatible with other credit card processing software and necessary electronic equipment to facilitate and manage the food and beverage sale transactions to customers sitting in a city-approved beach concessionaire chair
- o Statement of Commitment to the exclusive use of recyclable or reusable food and beverage containers, cutlery, and condiment packaging, that all clearly identify the upland hotel as the service provider
- o Applicant's Hours of Operation on the Public Beach shall be limited to seven (7) days per week, between the hours of 10:00 a.m. through 6:00 p.m. for the months of October, November, December, January, February, March, April and May, and between the hours of 10:00 a.m. through 7:00 p.m. for the months of June, July, August, and September. Any change or deviation to these operating hours requires prior City Commission approval
- o Statement of Compliance with all applicable federal, state and local laws.

FOOD SERVICE LICENSE that is current and active with the State of Florida.

LIQUOR LICENSE that is current and active with the State of Florida.

APPLICANT AFFIDAVIT		STAFF INTAKE REVIEW	
I acknowledge that the Required Documentation and Technical Specifications of the application are met:		For Staff use only:	
PRINT NAME:	Lisa Nemoir	LICENSE NUMBER:	
SIGNATURE:		REVIEWED BY:	
DATE:	12/30/24	DATE:	

Rahn Bahia Mar, LLC

1175 Northeast 125th Street · Suite 102
North Miami, Florida 33161
(305) 891-1107 ext. 202 · Facsimile (305) 891-6750
Jimmy@tatecapital.com

December 27th, 2024

City of Fort Lauderdale
Parks and Recreation Department
Beach Food and Alcoholic Beverages Division
701 S Andrews Avenue
Fort Lauderdale, Florida 33316

RE: Bahia Mar Beach Resort – 801 Seabreeze Blvd.

Dear Sirs and Madams,

Rahn Bahia Mar LLC, as the Lessee of the property located at 801 Seabreeze Boulevard, Fort Lauderdale, FL pursuant to a long-term ground Master Lease Agreement with the City of Fort Lauderdale, Lessor and Owner with an Effective Date of April 13, 2022, hereby authorize Ms. Lisa Namour, the General Manager of the Bahia Mar Beach Resort, to represent Rahn Bahia Mar LLC on all matters relating to our attached license application for the Sale, Service, and Delivery of Food and Alcoholic Beverages on City Beaches by Upland Hotels. A copy of our signed application is attached.

Should you have any questions or require anything further, please let us or Ms. Namour know at your earliest convenience. My direct telephone number is (305) 891-1107 and Mrs. Namour's telephone number is (954) 205-8284. Ms. Namour's email is Lisa.Namour@hilton.com.

Sincerely,

Rahn Bahia Mar, LLC



J. Kenneth Tate
Vice President

c.c. Lisa Namour



2025 Florida Annual Resale Certificate for Sales Tax

DR-13
R. 10/24

This Certificate Expires on December 31, 2025

Business Name and Location Address

Certificate Number

16-8016726035-7

TRR BAHIA MAR DELI LLC

801 SEABREEZE BLVD
FORT LAUDERDALE, FL 33316-1629

By extending this certificate or the certificate number to a selling dealer to make eligible purchases of taxable property or services exempt from sales tax and discretionary sales surtax, the person or business named above certifies that the taxable property or services purchased or rented will be resold or re-rented for one or more of the following purposes:

- Resale as tangible personal property
- Re-rental as tangible personal property
- Resale of services
- Re-rental as commercial real property
- Incorporation into tangible personal property being repaired
- Re-rental as transient rental property
- Incorporation as a material, ingredient, or component part of tangible personal property that is being produced for sale by manufacturing, compounding, or processing

Your *Florida Annual Resale Certificate for Sales Tax* (Annual Resale Certificate) allows you or your representatives to buy or rent property or services tax exempt when the property or service is resold or re-rented. You **may not** use your Annual Resale Certificate to make tax-exempt purchases or rentals of property or services that will be used by your business or for personal purposes. Florida law provides for criminal and civil penalties for fraudulent use of an Annual Resale Certificate.

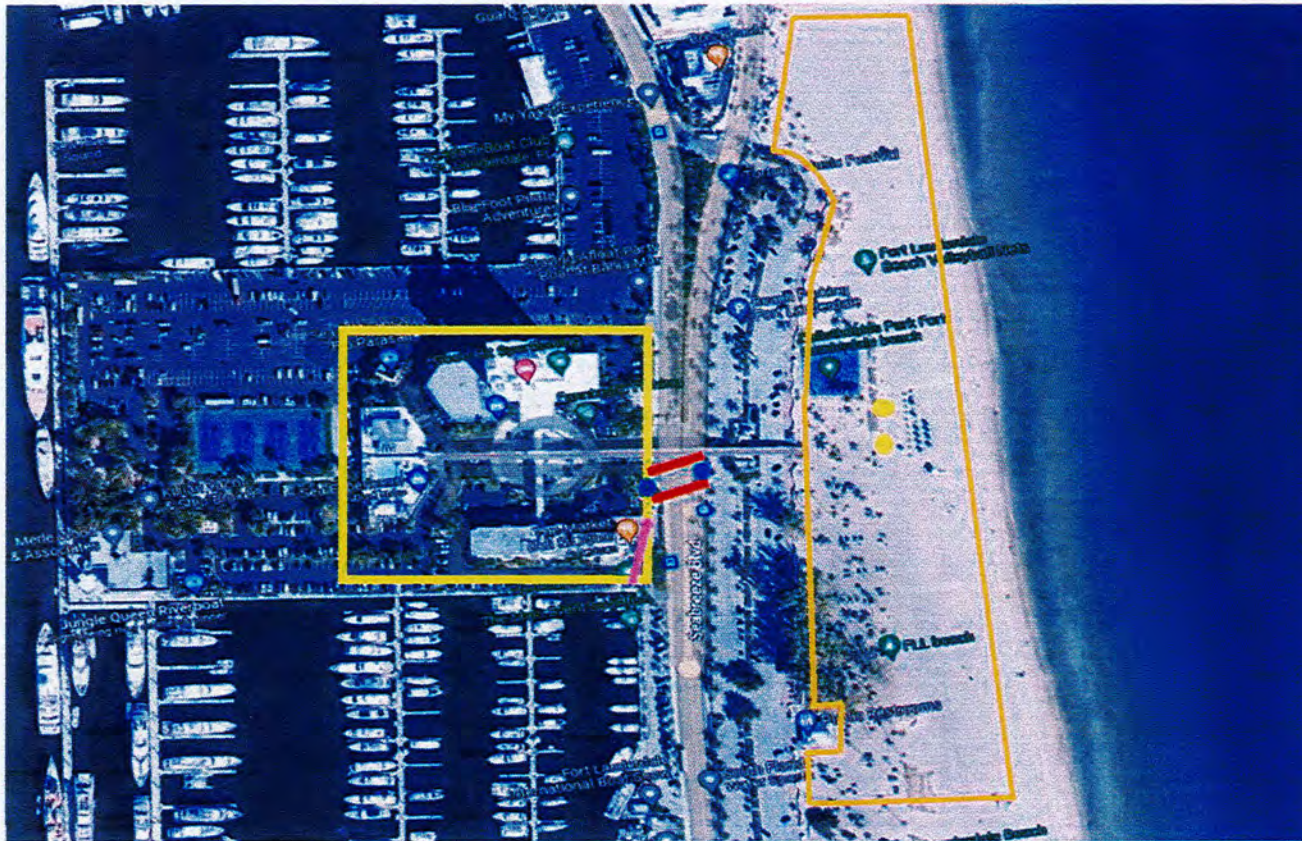
As a seller, you must document each tax-exempt sale for resale using one of three methods. You can use a different method each time you make a tax-exempt sale for resale.

1. Obtain a copy (paper or electronic) of your customer's current Annual Resale Certificate.
2. For each sale, obtain a transaction authorization number using your customer's Annual Resale Certificate number.
3. Each calendar year, obtain annual vendor authorization numbers for your regular customers using their Annual Resale Certificate numbers.

Online: Visit floridarevenue.com/taxes/certificates

Phone: 877-357-3725 and enter your customer's Annual Resale Certificate number

Mobile App: Available for iPhone, iPad, and Android devices



- Bahia Mar Beach Resort boundary lines
- Lines representing the extension of side boundary lines east into the public beach representing the proposed location for food and beverage service on the public beach
- Push button pole
- Cross walk
- Service providers enter and exit location from building
- Proposed location for beachfront structure

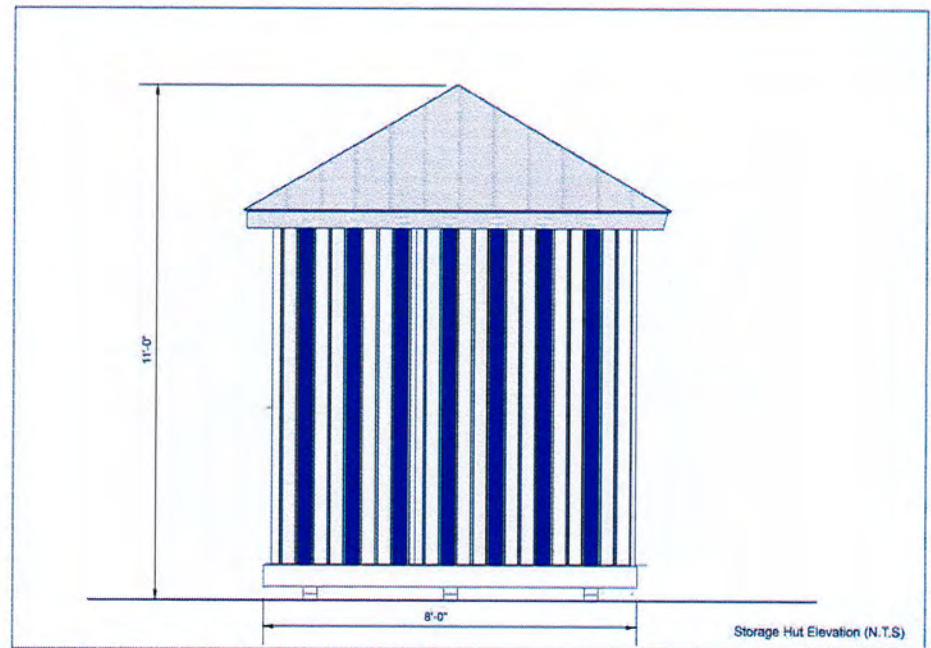
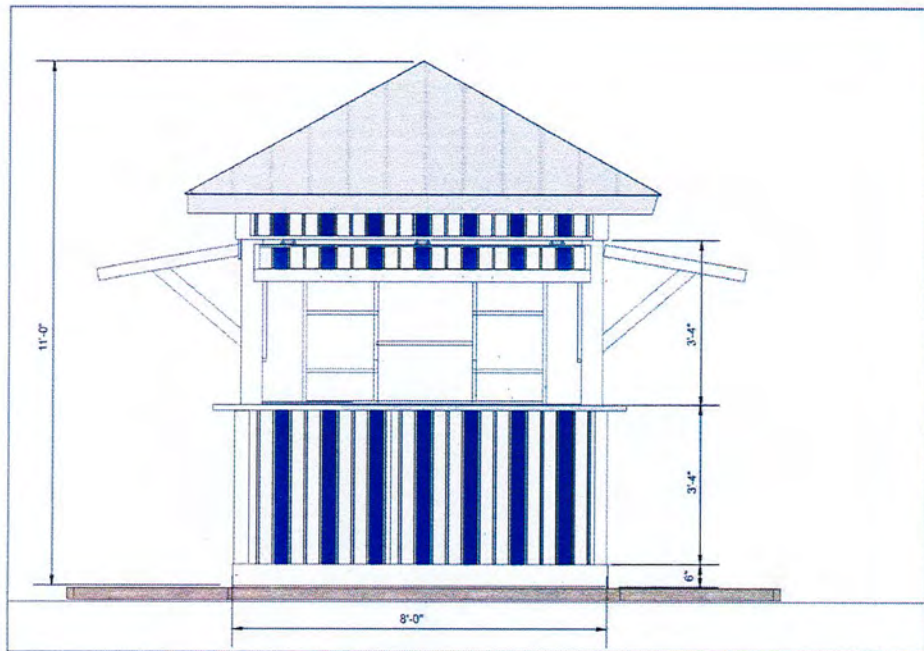


— Bahia Mar Beach Resort boundary lines
— Lines representing the extension of side boundary lines east into the public beach representing the proposed location for food and beverage service on the public beach

● Proposed location for beachfront structure



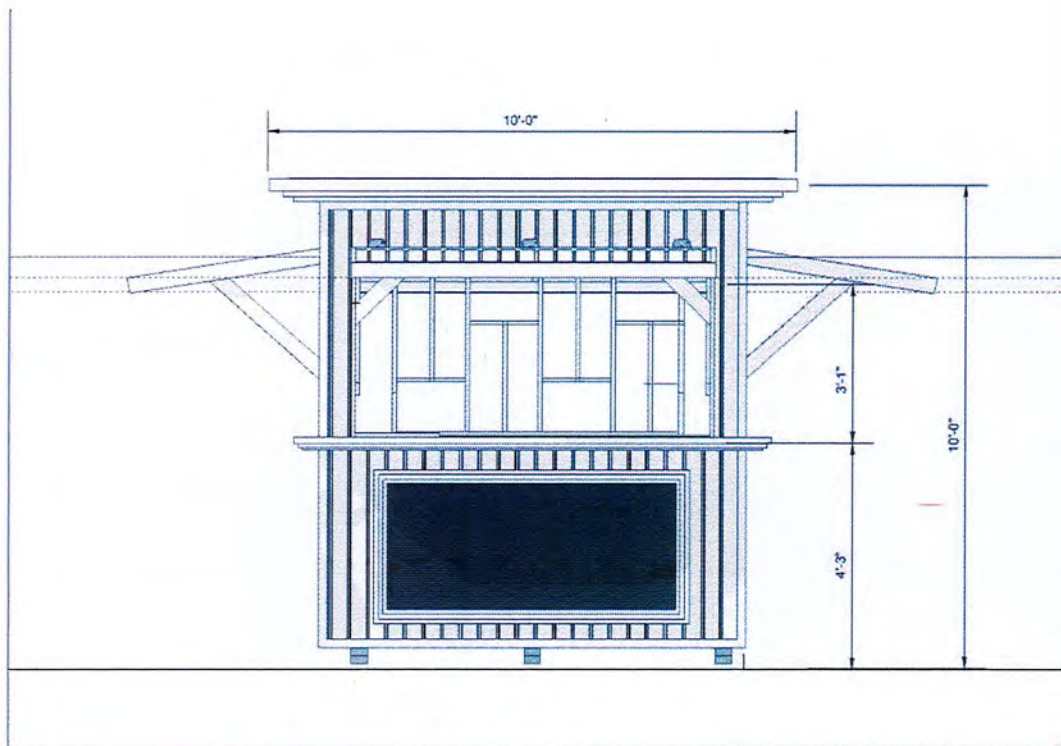
Beachfront Structure Option 1



Description

- Teak wood finish recommended due to its durability
- Slanted roof generates partial sun exposure

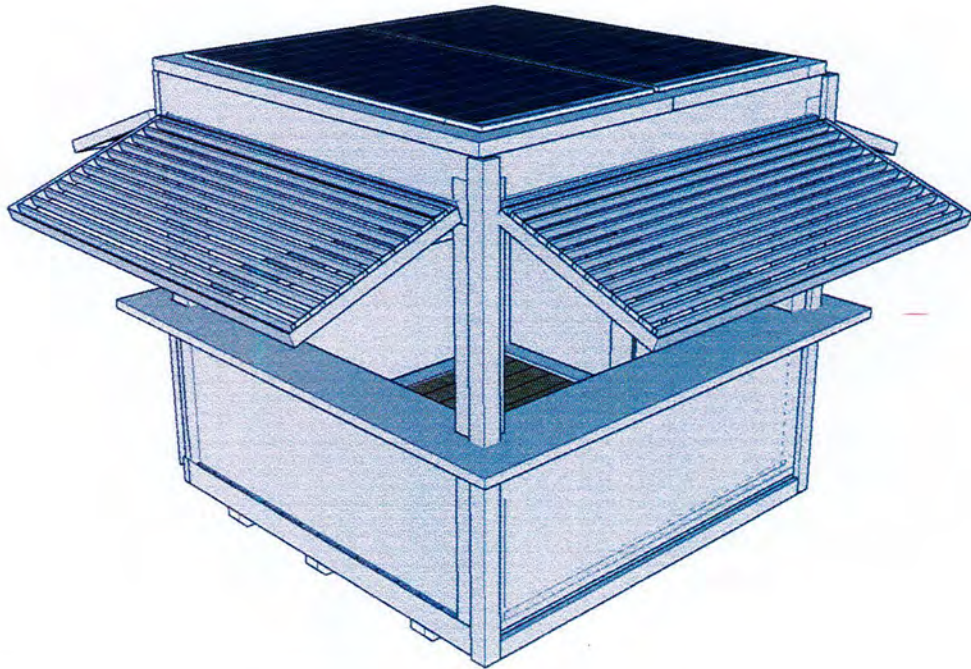
Beachfront Structure Option 2



Description

- Teak wood finish recommended due to its durability

Beachfront Structure Option 3 – Operators preferred option



Description

- Teak wood finish recommended due to its durability
- Flat roof solar panel generates maximum sun exposure



Ron DeSantis, Governor

Melanie S. Griffin, Secretary



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

DIVISION OF HOTELS AND RESTAURANTS

THE SEATING FOOD SERVICE (2010) HEREIN IS LICENSED UNDER THE
PROVISIONS OF CHAPTER 509, FLORIDA STATUTES

NBR. OF SEATS: 18

TRR BAHIA MAR DELI LLC

THE MARKET AT BAHIA MAR
801 SEABREEZE BLVD
FORT LAUDERDALE FL 33316

LICENSE NUMBER: SEA1622370

EXPIRATION DATE: DECEMBER 1, 2025

Always verify licenses online at MyFloridaLicense.com

ISSUED: 11/27/2024

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.





Ron DeSantis, Governor

Melanie S. Griffin, Secretary



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

DIV OF ALCOHOLIC BEVERAGES & TOBACCO

THE RETAILER OF ALCOHOLIC BEVERAGES HEREIN IS LICENSED UNDER THE
PROVISIONS OF CHAPTER 561, FLORIDA STATUTES
SERIES: 4COP TYPE: S DUAL LICENSE

RAHN BAHIA MAR LLC

BAHIA MAR BEACH RESORT
801 SEABREEZE BLVD
FORT LAUDERDALE FL 33316

LICENSE NUMBER: BEV1601158

EXPIRATION DATE: MARCH 31, 2025

Always verify licenses online at MyFloridaLicense.com

ISSUED: 02/15/2024

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**STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION**

2601 BLAIR STONE ROAD
TALLAHASSEE FL 32399-1011

Congratulations! With this license you become one of the nearly one million Floridians licensed by the Department of Business and Professional Regulation. Our professionals and businesses range from architects to yacht brokers, from boxers to barbeque restaurants, and they keep Florida's economy strong.

Every day we work to improve the way we do business in order to serve you better. For information about our services, please log onto www.myfloridalicense.com. There you can find more information about our divisions and the regulations that impact you, subscribe to department newsletters and learn more about the Department's initiatives.

Our mission at the Department is: License Efficiently, Regulate Fairly. We constantly strive to serve you better so that you can serve your customers. Thank you for doing business in Florida, and congratulations on your new license!

dbpr STATE OF FLORIDA DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

SEA1622370 ISSUED: 11/27/2024
 SEATING FOOD SERVICE (2010)
 TRR BAHIA MAR DELI LLC
 THE MARKET AT BAHIA MAR

 Signature
 LICENSED UNDER CHAPTER 509, FLORIDA STATUTES
 EXPIRATION DATE: DECEMBER 1, 2025

Ron DeSantis, Governor

Melanie S. Griffin, Secretary

**STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
DIVISION OF HOTELS AND RESTAURANTS**

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NBR. OF SEATS: 18

TRR BAHIA MAR DELI LLC
THE MARKET AT BAHIA MAR
801 SEABREEZE BLVD
FORT LAUDERDALE FL 33316



ISSUED: 11/27/2024

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dbpr Florida STATE OF FLORIDA DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

BEV1601158 ISSUED: 02/15/2024
 RETAILER OF ALCOHOLIC BEVERAGES
 RAHN BAHIA MAR LLC
 BAHIA MAR BEACH RESORT

 Signature
 LICENSED UNDER CHAPTER 561, FLORIDA STATUTES
 EXPIRATION DATE: MARCH 31, 2025

Ron DeSantis, Governor

Melanie S. Griffin, Secretary

**STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
DIV OF ALCOHOLIC BEVERAGES & TOBACCO**

LICENSE NUMBER: BEV1601158

EXPIRATION DATE: MARCH 31, 2025

THE RETAILER OF ALCOHOLIC BEVERAGES HEREIN IS LICENSED UNDER THE PROVISIONS OF CHAPTER 561, FLORIDA STATUTES

TYPE: 3M

RAHN BAHIA MAR LLC
BAHIA MAR BEACH RESORT
801 SEABREEZE BLVD
FORT LAUDERDALE FL 33316



ISSUED: 02/15/2024

Always verify licenses online at MyFloridaLicense.com

Do not alter this document in any form.

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MASTER LEASE AGREEMENT

THIS MASTER LEASE AGREEMENT ("Lease") is made and entered into at Fort Lauderdale, Broward County, Florida as of the Effective Date, by and between:

CITY OF FORT LAUDERDALE, a municipal corporation of Florida, hereinafter referred to and identified as the "LESSOR," or the "CITY."

and

RAHN BAHIA MAR L.L.C., a Delaware limited liability company, hereinafter referred to and identified as the "LESSEE."

(The use herein of the plural shall include the singular, and the use of the singular shall include the plural; the use of the masculine gender shall include all genders, and the use of the neuter gender shall include all genders; the use of the words "LESSOR" and "LESSEE" shall include their heirs, representatives, successors, grantees and assigns.)

PREAMBLE

WHEREAS, the City of Fort Lauderdale received a deed on August 27, 1947 from the United States of America for certain real property known as the Bahia Mar, which deed is recorded in Broward County Official Records Book 604 at Page 529; and

WHEREAS, the Premises known as the Bahia Mar presently includes all of the "Property" as defined and described by this Lease; and

WHEREAS, pursuant to Section 8.06 of the Charter of the City of Fort Lauderdale, the City Commission of Fort Lauderdale, Florida has approved the terms and conditions of this Lease, including but not limited to those that apply during the Initial Term and the Extended Term thereof; and

WHEREAS, the parties mutually agree that as of the Commencement Date, this Lease replaces in its entirety the Original Lease which shall be deemed terminated in its entirety (subject to the provisions of Section 32.1 of this Lease) as of the Commencement Date of this Lease; and

WHEREAS, LESSEE will, prior to the Commencement Date, obtain the consent of its then existing Leasehold Lender, if any, consenting to the execution of this Lease; and

WHEREAS, by Resolution No. 22-73 adopted at its meeting of April 5, 2022 [the date of City Commission Approval], the City Commission of LESSOR authorized the Original Lease to be terminated and replaced with this Lease upon the Commencement Date, and the future execution of one or more Phased Leases in the manner provided herein, and additionally, granted the conditional extension rights specified in each ("City Commission Approval"); and

WHEREAS, LESSEE shall have the right to have portions of the Premises developed as individual parcels which uses may include residential dwelling units, offices, hospitality (including hotel, marina, and/or restaurants), retail spaces, open spaces, and other improvements and appurtenances located therein as such building areas are shown in the Site Plan as amended from time to time. In connection with such development of a residential building (which may contain any one or more of such uses) and pursuant to the terms of this Lease, upon LESSEE's written request to LESSOR, a separate Phased Lease will be entered into for the development and operation of each such portion of the Property.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and TEN DOLLARS (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree that by virtue of the representations herein made, and not otherwise, LESSOR does hereby lease and let to LESSEE the Premises.

ARTICLE 1 **PREMISES**

Section 1.1 Premises. The Premises demised under this Lease shall be subject to adjustment as provided in this Lease.

Section 1.2 Adjustments. The legal descriptions for each Phased Parcel are coterminous with the current area planned for the Phased Building(s) (including structural components, to the extent applicable) to be located thereon as contemplated by the Site Plan. The current legal description for the Premises includes each of the Phased Parcel(s), and will be adjusted (a) to omit the legal descriptions for each of the Phased Parcel(s) as and when necessary for the Phased Lessee to develop and own the Phased Building(s) to be located within each such Phased Parcel under a Phased Lease; and/or (b) pursuant to the terms of this Lease. The parties hereby recognize that the legal description of the Premises is presently shown on **Exhibit A** and the general area of each Phased Parcel in the Site Plan is generally located within the seven (7) areas presently shown on **Exhibits B-1 through B-7**, inclusive, as same may be amended to provide for the four (4) Phased Parcels plus the Branded Hotel Parcel in the general area of each Phased Parcel in the Subsequent Site Plan (as generally referenced in **Exhibit B-8** and presently shown in **Exhibit I-2**) if, as, and when approved by City Governmental Approval. If City Governmental Approval of a Subsequent Site Plan is not generally consistent with **Exhibit I-1 or I-2**, then the Phased Parcels shall be in such number and in such location as agreed to by the LESSOR and LESSEE at the time of City Governmental Approval of such Other Subsequent Site Plan. Without future LESSOR and City Governmental Approval, the LESSEE hereby agrees to limit any development under the Site Plan or Subsequent Site Plan to the density as provided in Section 21.1 of this Lease. On or before entering into each Phased Lease, LESSEE shall prepare and submit to the City Manager for approval a legal description for such Phased Parcel as follows: (i) for each of the Phased Parcels (other than the Branded Hotel Parcel) to be leased pursuant to such Phased Lease, which legal shall be for the ground upward as to the area extending 5' beyond the outside boundary of the building pad of such Phased Building(s) (including structural components to the extent applicable) (each the "**Base Portion**") and the air rights from an elevation specified above the ground surface as to those portions of such Phased Building(s) that overhang beyond the Base Portion, all as generally shown on **Exhibits B-1 through B-7**, inclusive, or on

any Subsequent Site Plan, and (ii) as to the Branded Hotel Parcel, the Branded Hotel Parcel shall be located within the Hotel and the legal description of such Branded Hotel Parcel shall be as set forth in the Hotel Declaration (including its structural components to the extent applicable) as approved by the City Manager. Such legal description of each Phased Parcel including the air rights related thereto (each a "**Legal Description**") shall be subject to approval by the City Manager. Such legal description for each such Phased Parcel as approved by the City Manager, which approval shall not be unreasonably denied, withheld, delayed or conditioned shall be the "**Approved Legal Description**" and shall be deemed a Permitted Change. The Approved Legal Description may need to be adjusted from time to time so as to be conterminous with the actual area of such Phased Building(s) intended to be constructed upon such Phased Parcel based upon (i) actual field measurements (for nominal adjustments); or (ii) revisions to the Site Plan as approved by applicable governmental authorities, and that such adjustments will necessarily cause some adjustments to the legal description of the Premises and possibly, other adjoining Phased Parcels. To the extent that LESSEE determines that the area needed to comprise a Phased Parcel for such Phased Building(s) needs to be modified or otherwise adjusted as a result of Governmental Approvals or other reasons affecting such legal description, then LESSEE will prepare a written request to the City Manager for a modification, which shall include a sketch reflecting the modification, along with the revised sketch and legal description for the Phased Parcel and corresponding changes to the sketch and legal description of the Premises ("**Revised Legal Description**") which Revised Legal Description shall be subject to the review and approval by the City Manager which approval shall not be unreasonably denied, withheld, conditioned, or delayed. Upon City Manager's approval of such Revised Legal Description (w) such Revised Legal Description shall become the Approved Legal Description for both the legal description of the applicable Phased Parcel and the legal description of the Premises; (x) the Revised Legal Description shall be a Permitted Change; (y) the City and LESSEE will execute and record any applicable modification to the Memorandum of Lease with respect to this Lease; and (z) the Phased Lease leasing the Phased Parcel to the applicable Phased Lessee shall be modified to reflect such Approved Legal Description. In the event of a request for a modification of the legal description for any Phased Parcel, then prior to submitting such request to LESSOR, such request shall be signed by LESSEE and the applicable Phased Lessee for such Phased Parcel.

Section 1.3 Phased Lease. Provided that LESSEE is current and in good standing under this Lease at the time of the request, LESSEE may request, at any time and from time to time, that LESSOR enter into one or more Phased Leases with Phased Lessee(s) whereupon (i) within thirty (30) days after such request, LESSOR will execute the applicable Phased Lease with the Phased Lessee leasing a Phased Parcel to the Phased Lessee and simultaneous therewith, such Phased Parcel shall be removed as a portion of the Premises; and (ii) simultaneous with the execution of such Phased Lease (a) the Phased Parcel shall be leased by the City to the Phased Lessee in accordance with the terms of the applicable Phased Lease; and (b) taxes and operating expenses with respect to such Phased Parcel for the year of the execution of such Phased Lease shall be prorated between LESSEE and such Phased Lessee with such Phased Lessee being responsible for all obligations and taxes with respect to such Phased Parcel going forward. The LESSOR and LESSEE will cooperate with each other to attempt to obtain a separate tax folio number for each Phased Parcel after the Phased Lease for such Phased Parcel is executed.

Section 1.4 Bridge. LESSOR, as owner of the Bridge, and LESSEE have entered into the Bridge Agreement, whereby LESSEE shall have the rights and shall be responsible to perform LESSEE's obligations under such Bridge Agreement.

Section 1.5 Replacement. Upon the Commencement Date, this Lease replaces and supersedes the Original Lease in its entirety. To the extent of any inconsistency between the terms of the Original Lease and the terms of this Lease, the terms of this Lease shall supersede and control.

ARTICLE 2

MUTUAL REPRESENTATIONS AND WARRANTIES

The parties hereto mutually represent, warrant and disclose to each other the following:

Section 2.1 LESSOR is a municipal corporation initially organized and existing pursuant to Chapter 57-1322, Special Acts of 1957, Vol. II, Part I, at page 1043 (effective May 6, 1957), as of September 1, 1962 (hereinafter, Statutory Charter). The Statutory Charter was repealed by operation of City of Fort Lauderdale Ordinance No. C-84-67, and a new Charter was adopted on second reading on October 2, 1984, and by a referendum vote of the electorate on November 6, 1984, as heretofore and hereafter amended from time to time (as amended, hereinafter referred to as "Charter").

Section 2.2 All steps, acts, and conditions required by the Charter of LESSOR to be done as a condition precedent to the authorization of this Lease as of the date of City Commission Approval have been done, and LESSOR has full authority to enter into this Lease.

Section 2.3 All steps, acts, and conditions required by the organizational and other documents creating and binding on LESSEE to be done as a condition precedent to the execution of this Lease have been done, and LESSEE has full authority to enter into this Lease.

Section 2.4 The Parties hereto mutually represent and warrant unto each other that this Lease constitutes the final repository of all agreements of the Parties relating hereto, and that there are no other verbal representations, warranties, agreements, or conditions with respect to the leasing of the Premises, other than as set forth in this Lease.

Section 2.5 Each Party has full power and authority to enter into this Agreement and perform in accordance with its terms and provisions and that the individuals signing this Agreement on behalf of each Party have the authority to bind the Party on whose behalf they signed and to enter into this transaction and each Party has taken all requisite action and steps to legally authorize it to execute, deliver and perform pursuant to this Agreement.

ARTICLE 3

DEFINED TERMS

The following terms, as used and referred to herein, shall have the meaning as set forth below:

Section 38.21 LESSEE'S Acceptance of Premises. LESSEE acknowledges that the Original Lease and the preceding leases for the Premises have resulted in LESSOR being out of possession and operation of the Premises since the initial date of the Original Lease. As of the date of the Original Lease, except as set forth in this Section 39.21, LESSOR has made no warranty or representation as to the physical condition of the Premises or the current improvements thereon, and LESSEE is accepting such physical condition as of the Commencement Date "AS" and "WITH ALL FAULTS", other than for changes after such date caused by LESSOR which is not either approved in writing by LESSEE in its sole discretion or permitted to be made by LESSOR pursuant to this Lease. The Parties have agreed that LESSOR has made no warranties or representations as to whether or the extent to which Hazardous Substances may exist on the Premises (other than LESSOR has no actual knowledge of any violation of Hazardous Substances Laws except for those matters set forth in that certain Estoppel Letter dated April 30th, 2014), and LESSEE has assumed all responsibility for Hazardous Substances which exist on the Premises as of the Commencement Date (other than the oil spill previously disclosed in writing to LESSOR prior to the Commencement Date).

Section 38.22 Notwithstanding anything herein to the contrary, the LESSEE shall be entitled to continue to operate the Property with current allowed uses of the Property, subject to the limitation of density set forth in Section 21.1, until it is redeveloped pursuant to the Site Plan realizing that such redevelopment will occur in stages.

ARTICLE 39 **CITY GOVERNMENT**

Section 39.1 Notwithstanding anything to the contrary in this Lease, the making of this Lease does not constitute an abrogation of LESSOR'S governmental police or land development regulatory powers, and LESSEE's obligations to comply with applicable law include LESSEE complying with all development approvals required by LESSOR in its capacity as a governmental authority.

Section 39.2 Neither this Lease, nor any of its provisions, shall prevent the City from enacting or seeking to enforce any rule, regulation, Ordinance or Charter provision which may affect the Premises, its uses, the Proposed Improvements, or the Improvements, regardless of whether such local law is the result of action by the City Commission, or by initiative (petition) and referendum, or by such other means as may be allowed in the future, provided same is of general application to property in the City and is not discriminatorily applied against LESSEE or the Premises.

Section 39.3 Whenever the City seeks to enforce any existing or future local municipal law, neither the provisions of subsections 39.1 or 39.2 shall waive or affect LESSEE's ability to (i) contest the validity or application of such acts; (ii) seek whatever constitutional, statutory, or equitable remedies as may be available to LESSEE; (iii) to assert whatever defenses or avoidances as may be available to LESSEE; or (iv) seek judicial or administrative review as may be available.

[SIGNATURE PAGE TO FOLLOW]

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

WITNESSES:

K Skourndra
Katherine Skourndra
[Witness type/print name]

Donna Varisco
Donna Varisco
[Witness type/print name]

CITY OF FORT LAUDERDALE
By: [Signature]
Dean J. Tranteks Mayor
By: [Signature]
Chris [unclear] City Manager

ATTEST:

[Signature]
David R. Solomon City Clerk

Approved as to form:

[Signature]
Alain C. Boileau, City Attorney

WITNESSES:

[Signature]
Barry [unclear]
Witness: type/print name]

[Signature]
[unclear]
Witness type/print name]

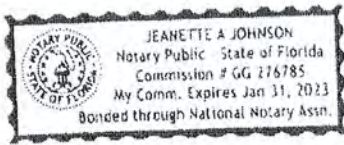
RAHN BAHIA MAR L.L.C., a Delaware limited liability company (successor-in-interest to Rahn Bahia Mar, Ltd., a Florida limited partnership)

By: [Signature]
Name: James D. Tate
Title: President

STATE OF FLORIDA:
COUNTY OF BROWARD:

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this April 13, 2023, by Jojo J. Trantalis, Mayor of the CITY OF FORT LAUDERDALE, a municipal corporation of Florida. He is personally known to me or produced _____ as identification.

(SEAL)



Jeanette A. Johnson
Notary Public, State of Florida
(Signature of Notary taking Acknowledgement)

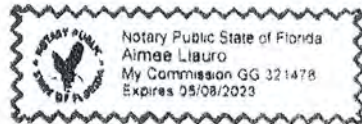
Jeanette A. Johnson
Name of Notary Typed,
Printed or Stamped

My Commission Expires: 1/31/23

GG 276785
Commission Number

STATE OF FLORIDA:
COUNTY OF BROWARD:

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this April 13, 2023, by Chris Linauro, City Manager of the CITY OF FORT LAUDERDALE, a municipal corporation of Florida. He is personally known to me or has produced _____ as identification.



Aimee Linauro
Notary Public, State of Florida
(Signature of Notary taking Acknowledgement)

Aimee Linauro
Name of Notary Typed,
Printed or Stamped

My Commission Expires: 5/8/23

GG 321478
Commission Number

STATE OF FLORIDA:
COUNTY OF Broward

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this April 11, 2022 by James E. Tate, as the President of RAHN BAHIA MAR L.L.C. a Delaware limited liability company, on behalf of the company. He is personally known to me or produced Florida Driver License as identification.

(SEAL)

Leslie E. Suarez
Notary Public, State of Florida
(Signature of Notary taking Acknowledgement)

Leslie E. Suarez
Name of Notary Typed,
Printed or Stamped

My Commission Expires Oct 17, 2023
63-923908
Commission Number



**FIRST AMENDMENT TO
AMENDED AND RESTATED
BAHIA MAR RESORT AND YACHTING CENTER RESTAURANT
MANAGEMENT AGREEMENT**

THIS FIRST AMENDMENT TO AMENDED AND RESTATED BAHIA MAR RESORT AND YACHTING CENTER RESTAURANT MANAGEMENT AGREEMENT ("Amendment") is made and entered into this 8th day of February, 2021, by and between RAHN BAHIA MAR, LLC, a Delaware limited liability company ("Owner") and TRR BAHIA MAR DELI, LLC, a Florida limited liability company ("Manager").

WITNESSETH:

WHEREAS, Owner and Manager are parties to that certain Amended and Restated Bahia Mar Resort and Yachting Center Food and Beverage Management Agreement with an effective date of May 1, 2015 ("Existing Agreement"); and

WHEREAS, the parties desire to amend certain terms and provisions of the Existing Agreement as hereinafter set forth.

NOW, THEREFORE, in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt, adequacy and sufficiency of which is hereby acknowledged, the parties intending to be legally bound, hereby agree as follows:

1. The recitations heretofore set forth are true and correct and are incorporated herein by this reference.

2. The Existing Agreement as amended by this Amendment remains in full force and effect. To the extent of any inconsistency between the terms of this Amendment and the terms of the Existing Agreement, the terms of this Amendment shall supersede and control to the extent of such inconsistency. Terms not otherwise defined herein shall have the meaning set forth in the Existing Agreement.

3. The definition of "Initial Term" as defined in Section 4 of the Existing Agreement is hereby deleted in its entirety and replaced as follows:

Initial Term. The "Initial Term" of this Agreement shall begin on May 1, 2015 and continue for a period of ten (10) years.

4. The definition of "Bas Fee" as defined in Section 6(a) of the Existing Agreement is hereby deleted in its entirety and replaced as follows:

Base Fee. The "Base Fee" shall be One Hundred Thousand and no/100 Dollars (\$100,000.00) annually, payable monthly in advance.

5. This Amendment may be executed in any number of counterparts, each of which, when executed, shall be deemed an original and all of which shall be deemed one and the same instrument. Facsimile and electronic transmission signatures of this Amendment shall be deemed to be original signatures.

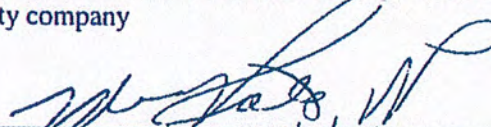
6. All capitalized terms used in this Amendment that are not defined in this Amendment shall have the same meaning as given to them by definition in the Existing Agreement.

7. The construction of this Amendment and the rights and liabilities of the parties hereunder shall be governed by the internal laws of the state designated in the Existing Agreement.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the day and year first above written.


OWNER:

RAHN BAHIA MAR, LLC, a Delaware limited liability company

By: 
Name: J. Kenneth Tate
Title: Vice President
Date: 2/8/21

MANAGER:

TRR BAHIA MAR DELI, LLC, a Florida limited liability company

By: 
Name: J. Kenneth Tate
Title: Vice President
Date: 2/8/21



2024 Florida Annual Resale Certificate for Sales Tax

DR-13
R. 10/23

This Certificate Expires on December 31, 2024

Business Name and Location Address

Certificate Number

TRR BAHIA MAR DELI LLC
801 SEABREEZE BLVD
FORT LAUDERDALE, FL 33316-1629

16-8016726035-7

By extending this certificate or the certificate number to a selling dealer to make eligible purchases of taxable property or services exempt from sales tax and discretionary sales surtax, the person or business named above certifies that the taxable property or services purchased or rented will be resold or re-rented for one or more of the following purposes:

- Resale as tangible personal property
- Re-rental as tangible personal property
- Resale of services
- Re-rental as commercial real property
- Incorporation into tangible personal property being repaired
- Re-rental as transient rental property
- Incorporation as a material, ingredient, or component part of tangible personal property that is being produced for sale by manufacturing, compounding, or processing

Your *Florida Annual Resale Certificate for Sales Tax* (Annual Resale Certificate) allows you or your representatives to buy or rent property or services tax exempt when the property or service is resold or re-rented. You **may not** use your Annual Resale Certificate to make tax-exempt purchases or rentals of property or services that will be used by your business or for personal purposes. Florida law provides for criminal and civil penalties for fraudulent use of an Annual Resale Certificate.

As a seller, you must document each tax-exempt sale for resale using one of three methods. You can use a different method each time you make a tax-exempt sale for resale.

1. Obtain a copy (paper or electronic) of your customer's current Annual Resale Certificate.
2. For each sale, obtain a transaction authorization number using your customer's Annual Resale Certificate number.
3. Each calendar year, obtain annual vendor authorization numbers for your regular customers using their Annual Resale Certificate numbers.

Online: Visit floridarevenue.com/taxes/certificates

Phone: 877-357-3725 and enter your customer's Annual Resale Certificate number

Mobile App: Available for iPhone, iPad, and Android devices

Plan For The Continuous Cleanup

- All food and beverage items will be presented in the Market Deli reusable containers to minimize the amount of refuse created along with fully compostable and biodegradable containers with compostable lids and straws.
- Beach Runner will bring all items to the guest and will collect finished containers to be brought back to the hotel to be washed.
- Beach Runner will be responsible for doing 15min area checks of all beach areas for any trash and will collect for disposal. All used items will be collected and brought back to the resort to be properly disposed in recycling and composting bins.



- Bahia Mar Beach Resort boundary lines
- Lines representing the extension of side boundary lines east into the public beach representing the proposed location for food and beverage service on the public beach
- Push button pole
- Cross walk
- Service providers enter and exit location from building
- Proposed location for beachfront structure

Traffic Control Plan

- All service staff will cross A1A only at the designated corner nearest the Resort and only when given visual authority of the green light in the crosswalk.
- Food and Beverage offerings will be from the Market Deli, the outlet directly facing the beach on the ground floor. All menu items will be selected because of their ability to travel well and ease of consumption on the beach. Hot and cold items will be offered.
- Beach Shack will be built to house POS system along with significant portion of beverage offerings, this will alleviate need to cross A1A for beverage orders as most beverage orders will be completed with items on hand in the Shack.



Code of Ordinances Narratives

- Food and/or beverages to be served, sold or delivered
 - Food and beverage strictly will be served only to the guests in the concessioner provided beach chairs directly across from the resort. Full service food and beverage experience; taking orders, preparing items and deliver them to the guest.
- Policy to ensure that hotel guests and other customers consuming alcoholic beverages and all employees serving or otherwise handling alcoholic beverages are 21 years of age or older
 - Disclosure on menu stating 21+.
 - All service staff are certified in Food Safety and Tips Training certified by the Florida DPBR. This is to ensure proper service of food and beverage including alcohol.
- Policy to ensure service providers wear uniforms and name tags that identify the upland hotel as the employer, as more specifically set forth in the license application
 - All service staff to be in proper uniform to include a Polo shirt with Hilton logo, and name tag identifying staff member name and place of work.



-
- Describe the Mobile Point-of Sale (POS) system that will be used and is compatible with other credit card processing software and necessary electronic equipment to facilitate and manage the food and beverage sales transactions to customers sitting in a city-approved beach concessionaire chair



- Server will accept credit cards and room charges as methods of payment through the resort existing POS system.
- Statement of Commitment to the exclusive use of recyclable or reusable food and beverage containers, cutlery, and condiment packaging, that all clearly identify the upland hotel as the service provider

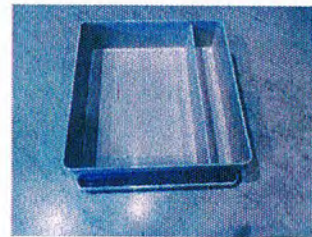


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- Applicant's Hours of Operation on the public beach shall be limited to seven (7) days per week, between the hours of 10:00 a.m. through 6:00 p.m. for the months of October, November, December, January, February, March, April and May, and between the hours of 10:00 a.m. through 7:00 p.m. for the months of June, July, August, and September. Any change or deviation to these operating hours requires prior City Commission approval

BahiaMar™



FORT LAUDERDALE BEACH

A DOUBLETREE BY HILTON

- Service to mirror hours of operation of the beach chairs in front of the Resort with overall service hours not to exceed 10am – 6pm.

A handwritten signature in blue ink that reads "Lisa Namour".

Lisa Namour

General Manager

Rahn Bahia Mar LLC

12/21/2023

BahiaMar™



FORT LAUDERDALE BEACH

A DOUBLETREE BY HILTON

Code of Ordinances Narratives

- Statement of Compliance with all applicable federal, state and local laws
 - In accordance with the Beach Food and Alcoholic Beverages Application, I hereby certify that the Bahia Mar Fort Lauderdale Beach Resort complies with all applicable federal, state and local laws.

A handwritten signature in blue ink that reads "Lisa Namour".

Lisa Namour

General Manager

Rahn Bahia Mar LLC

12/21/2023



Emergency Removal of Equipment from Premises

Boucher Brothers realizes the critical significance of having a comprehensive, manageable evacuation plan. Whether it be because of unsafe weather conditions, large scale special events or any other situation that may arise, Boucher Brothers will be able to quickly, safely remove and store all equipment in a secure location off the beach.

Hurricane/Storm Procedures

Evacuations or removals occur in varying degrees and not all are hurricane or tropical storm related.

All require anticipation and preparation, with the following goals in no particular order:

1. Not interfere with City's ongoing activities/plans.
2. Cause as little inconvenience to beachgoers as possible.
3. Remove and store equipment in a manner that allows the fastest restoration of beach concession operations.
4. Coordinate with Beach Safety and especially Beach Maintenance for scheduling.
5. Understanding of restrictions in place during Turtle Season and procedures to be followed for special permission or waivers.
6. Forecasts of sustained high wind events may require a pre-emptive movement of equipment. The type and amount of equipment to be relocated or removed and stored will be determined by a number of factors.
 - Force of wind
 - Direction of wind
 - Duration of Event
 - Tide levels
 - Time of year

Boucher Brothers has storage space and owns an indoor warehouse. There is adequate capacity to store all rental equipment in our warehouse.

Boucher Brothers has done various levels of evacuation dating back to Hurricane Andrew in 1992 through super storm Sandy. We know what works and what does not as a result of 33 years of firsthand experience on Florida's beaches. We are able to remove and store all rental equipment from the beachfront within (1) one hour of notification by appropriate City authorities and within twenty four (24) hours of issuance of a Hurricane Warning by the Broward County Office of Emergency Management. Should any vehicle larger than an ATV be required to move equipment on or off the beach, Boucher Brothers we request the proper approval from the City and make sure that Ocean Rescue staff escorts us on and off the beach.



Hurricane Preparation/Evacuation Plan

Aside from moving the chairs, umbrellas and cabanas off the beach we will also move all the on-beach storage facilities. Moving of all equipment and storage facilities will typically start to take place within 15 minutes after the evacuation is put in to effect. This process will take from 3 to 4 hours. The storage units will be moved to one of Boucher Brothers Management's off-beach storage locations.

Additionally, Boucher Brothers owns service pickup trucks and flatbed trailers which will aid in the transporting of equipment off the beach in case of a hurricane watch. These trailers will be used to move the lounge chairs, beach umbrellas, cabanas and storage units from the beach to the storage area.

Situational Awareness

- Boucher Brothers has a trained Evacuation Team. There is 1 team member responsible for charting any disturbances on the Atlantic Ocean during Hurricane Season. This is the same person responsible for tracking and reporting all inclement weather for water sports and beach rental purposes year-round.
- One team member is stationed in the main office and the other four are stationed out in the field. It is this team member who will report to the Executive Team and Ownership of the company (One of the Boucher Brothers) whenever a hurricane watch is in effect for the Mid-Atlantic.
- Once the president of the company has been advised that a hurricane watch has been issued for the Broward County, FL area by the National Hurricane Center, it is he/she who will communicate with the city and act upon their decision to implement the Evacuation Plan.
- In order to be fully informed of any developments relating to the hurricane, there is an Evacuation Team member who is responsible for monitoring any information, recommendations or updates released by Broward County Office of Emergency Management and the Emergency Operations Center. This team member is also responsible for monitoring the EOC's Evacuation Zone Map.

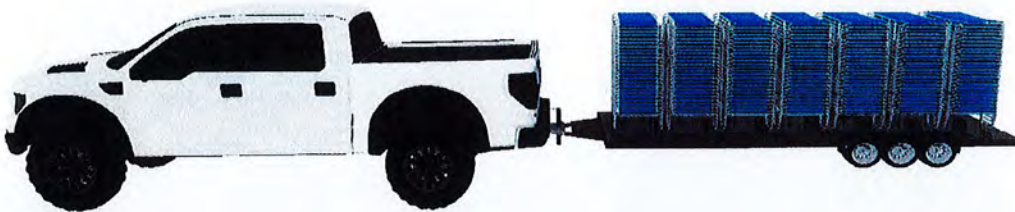
Action Plan

- Within minutes after our Evacuation Plan is called into effect, the Area Director is contacted. The Area Director then contacts the manager with the decision to evacuate. The Area Director then contacts all Boucher Brothers Staff under their supervision and informs them that the Evacuation Plan is in effect.
- Within minutes after receiving word that we are evacuating, the Attendants immediately close down all concessions where beach rentals and sales operations take place.
- Boucher Brothers Staff is not only responsible for assisting in the moving of all beach equipment during a hurricane watch evacuation, but also of informing all beach patrons of the situation. Once all sales/rental operations are shut down, Boucher Brothers staff and Evacuation Team members will advise the people on the



beach that, for their safety, they should leave and evacuate the beach area. This will typically start to take place within 15 minutes after Evacuation Plan is implemented and will continue throughout the entire evacuation process.

- During the evacuation process, Boucher Brothers staff will be supervised and provided with guidance by their Area Director to complete the removal process.





Hurricane Checklist

Pre-Storm

- A week prior to potential storm Directors will meet to discuss Hurricane Prep.
- Verify that the Driver's Licenses of all members operating vehicles during storm are in good standing.
- Contact City and County Personnel (City) to understand respective expectations.
- Managers must submit paperwork to the office prior to the storm.
- Time cards must be checked pre and post storm prior to being turned in.
- Create Director Lead Task Teams.
- Establish 1 person as the point of contact to answer any questions the City may have.
- Count and inspect all inventory (Chairs, cushions, beds, bed cushions, lotions, etc.)
- Find an alternative option, other than cables, to secure all chairs.
- All white storage boxes will be labeled with inventory count and location name (Painters Tape)
- All chairs to be neatly stacked by the dunes the night before evacuation.



- All staff to be on call. (Includes but not limited to Cashiers, Beach Attendants, Hourly & Salary Employees, etc.)
- Remove all tarps from the beach (Should not be utilized if wind exceeds 30 MPH)

Post-Storm

- Contact the City and request approval to deploy equipment.
- Provide City with tentative schedule for commencement of normal operations.
- Follow the Priority List when returning equipment.
- Count and inspect all inventory (Chairs, cushions, beds, bed cushions, lotions, etc.)
- Submit work orders to Maintenance for beach storage box needing paint touch ups and repairs.

Hurricane Safety Tips

BEFORE A HURRICANE:

- Have a disaster plan.
- Have a pet plan. Before a storm threatens, contact your veterinarian or local humane society for information on preparing your pets for an emergency.
- Board up windows.
- Bring in outdoor objects that could blow away.
- Make sure you know which county or parish you live in.
- Know where all the evacuation routes are.



- Prepare a disaster supplies kit for your home and car. Have enough food and water for at least 3 days. Include a first aid kit, canned food and a can opener, bottled water, battery-operated radio, flashlight, protective clothing and written instructions on how to turn off electricity, gas, and water.
- Have a NOAA weather radio handy with plenty of batteries, so you can listen to storm advisories.
- Have some cash handy. Following a hurricane, banks and ATMs may be temporarily closed.
- Make sure your car is filled with gasoline.

DURING A HURRICANE:

- Stay away from low-lying and flood prone areas.
- Always stay indoors during a hurricane, because strong winds will blow things around.
- Leave mobile homes and to go to a shelter.
- If your home isn't on higher ground, go to a shelter.
- If emergency managers say to evacuate, then do so immediately.

AFTER A HURRICANE:

- Stay indoors until it is safe to come out.
- Check for injured or trapped people, without putting yourself in danger.
- Watch out for flooding which can happen after a hurricane.
- Do not attempt to drive in flooding water.
- Stay away from standing water. It may be electrically charged from underground or downed power lines.
- Don't drink tap water until officials say it's safe to do so.