

This instrument prepared by:
Lynn Solomon
Assistant City Attorney
City of Fort Lauderdale
100 North Andrews Avenue
Fort Lauderdale, FL 33301

AMENDMENT TO REVOCABLE LICENSE

THIS AMENDMENT TO REVOCABLE LICENSE (“Amendment”) is entered into this ____ day of _____, 2015 by and between:

CITY OF FORT LAUDERDALE, a Florida municipal corporation, P.O. Drawer 14250, Fort Lauderdale, FL 33302-4250, hereinafter “CITY”

and

GDC BROWARD RB, LLC, a Delaware limited liability company, whose principal address is 888 E. Las Olas Blvd., Suite 600, Fort Lauderdale, FL 33301 its successors and assigns (“LICENSEE”)

WHEREAS, CITY and LICENSEE entered into a Revocable License dated September 16, 2014 and recorded October 20, 2014 in Official Records Book 51180, Page 1848 of the Public Records of Broward County, Florida which permitted the temporary closure of a portion of SW 24th Avenue for up to three (3) weeks in order to allow for the construction of certain improvements associated with a project known as Riverbend Marketplace (“Agreement”).

WHEREAS, Section 4.1(a) of the Agreement provided that Agreement is revoked if the road closure and Project Improvements are not completed by February 28, 2015 unless extended; and

WHEREAS, the Agreement authorized the City Manager grant up to two 60-day extensions of the February 28, 2015 deadline; and

WHEREAS, LICENSEE requested and City Manager granted two 60-day extensions bringing the new completion deadline to June 28, 2015; and

Amendment to Revocable License – Temporary Street Closure
Licensee: GDC Broward RB LLC

WHEREAS, due to unforeseen delays with the issuance of certain right-of-way permits, the LICENSEE will not be able to complete the Project Improvements by the June 28, 2015 deadline; and

WHEREAS, the necessary permits have now been issued and temporary road closure and construction of Project Improvements will be taking place during the month of July 2015; and

WHEREAS, since the LICENSEE exhausted the extensions permitted under the Agreement and any further extensions would require an amendment to the Agreement to extend the date by which the road closure and Project Improvements must be completed;

WHEREAS, CITY and LICENSEE desire to enter into this Amendment to modify said completion deadline; and

WHEREAS, the City Commission of the City of Fort Lauderdale, by Motion, adopted on _____, has authorized execution of this Amendment by the proper CITY officials;

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained in this Amendment 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. Defined Terms. All terms used herein shall have the same meaning as defined in the Agreement.

3. Amendment. Section 4.1(a) of the Agreement is modified to read as follows:

4.1 The term of this Revocable License shall be as follows:

(a) SE 24th Avenue. Due to the need to keep the public safe and to make certain improvements within the License Area, LICENSEE indicates a need to close the north 242.43 feet of SW 24th Avenue (a sixty foot right of way) lying immediately east of the Property starting from the intersection of the west right of way line of S.W. 24th Avenue and the south right of way line of W. Broward Boulevard

(POB) as shown on Exhibit B attached to the Revocable License. The License Area shall be closed for a period of three (3) weeks unless terminated sooner pursuant to provisions 4.2, 4.3 or 23 hereof. The three (3) week closure period shall commence two (2) weeks after the date LICENSEE provides written notice to CITY that construction of the Project Improvements will be commencing.

Notwithstanding the foregoing, the License Agreement is revoked if the Project Improvements and road closure are not completed on or before ~~February 28, 2015~~ August 28, 2015.

4. Existing Agreement. Except as amended herein, all terms and conditions of the existing Agreement shall remain in full force and effect.

5. Recording. This Amendment shall be conditioned upon recordation of the Amendment in the Public Records of Broward County, Florida. LICENSEE shall record the Amendment and provide a copy of the recorded Agreement to CITY.

SIGNATURES ON FOLLOWING PAGES

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

WITNESSES:

CITY OF FORT LAUDERDALE

John P. "Jack" Seiler Mayor

[Witness print or type name]

Lee R. Feldman, City Manager

[Witness print or type name]

ATTEST:

Jonda K. Joseph, City Clerk

APPROVED AS TO FORM:

Lynn Solomon,
Assistant City Attorney

STATE OF FLORIDA:
COUNTY OF BROWARD:

The foregoing instrument was acknowledged before me this _____, 2015, 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)

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 this _____, 2015, 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)

Name of Notary Typed, Printed or Stamped

My Commission Expires:

Commission Number

Amendment to Revocable License – Temporary Street Closure
Licensee: GDC Broward RB LLC

