

DOCUMENT ROUTING FORM

② 10/9-CML 2 originals
10/18/13

NAME OF DOCUMENT: FIRST AMENDMENT / REVOCABLE LICENSE STILES CORP.
SOUTHEAST 1ST AVENUE BETWEEN SE 6TH COURT AND
SOUTHEAST 7TH STREET;
[COURTHOUSE PARKING GARAGE]

Approved Comm. Mtg. on OCTOBER 1, 2013 CAM#13-1305

ITEM: M-7 PH - O - CR- R-

Routing Origin: CAO ENG. COMM. DEV. OTHER _____

Also attached: copy of CAR copy of document ACM Form # _____ originals

By: _____ forwarded to: _____
Initials

1.) Approved as to Content: Hardeep Arand
Department Director

Capital Improvements 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, fixtures) that add value and/or extend useful life, inc. major repairs such as roof replacement, etc. Term "Real Property" include: land, real estate, realty, real.

Please Check the proper box: CIP FUNDED YES NO
Capital Improvement Projects

2.) Approved as to Funds Available: by Douglas R. Wood Date: 10.8.13
Finance Director

Amount Required by Contract/Agreement \$ N/A Dept./Div. PBS/ENG

FUNDING SOURCE: Index/Sub-object N/A Project # N/A

3.) City Attorney's Office: Approved as to Form # _____ Originals to City Mgr. By: _____

Cynthia A. Everett	_____	Cole Copertino	_____	Robert B. Dunckel	<u>XX</u> <u>(B)</u>
Ginger Wald	_____	D'Wayne Spence	_____	Paul G. Bangel	_____
Carrie Sarver	_____	DJ Williams-Persad	_____		

4.) Approved as to content: Assistant City Manager:

By: _____ By: _____
Stanley Hawthorne, Assistant City Manager Susanne Torriente, Assistant City Manager

5.) City Manager: Please sign as indicated and forward # _____ originals to Mayor.

6.) Mayor: Please sign as indicated and forward # _____ originals to Clerk.

7.) To City Clerk for attestation and City seal.

INSTRUCTIONS TO CLERK'S OFFICE

8.) City Clerk: retains one original document and forwards _____ original documents to _____

Copy of document to _____ Original Route form to _____
 Attach _____ certified copies of Reso. # _____ Fill-in date

10-17

(Signature)

This instrument prepared by:
Robert B. Dunckel,
Assistant City Attorney
City of Fort Lauderdale
P.O. Drawer 14250
Fort Lauderdale, FL 33302-4250

FIRST AMENDMENT
TO
REVOCABLE LICENSE

THIS IS A FIRST AMENDMENT TO REVOCABLE LICENSE granted this 17th day of October, 2013 by and between:

CITY OF FORT LAUDERDALE, a Florida municipal corporation,
100 North Andrews Avenue, Fort Lauderdale, FL 33302,
hereinafter, "CITY"

and

STILES CORPORATION, whose principal address is 301 East
Las Olas Boulevard, 7th Floor, Fort Lauderdale, FL 33301,
FEI/EIN Number 650036314, its successors and assigns,
hereinafter, "LICENSEE"

R E C I T A L S

A. By Motion adopted June 18, 2013, the City Commission authorized execution of a Revocable License with Stiles Corporation ("LICENSEE") permitting the temporary closure of S.E. 1st Avenue between S.E. 6th Court and S.E. 7th Street for public safety to facilitate the construction of the County Courthouse Parking Garage located at South Andrews Avenue and S.E. 7th Street.

B. The Revocable License was executed by the parties and recorded in the Public Records of Broward County, Florida at Official Records Book 50136, Page 967.

C. The Revocable License had a term of eight (8) weeks from the Effective Date of June 18, 2013 with a further provision allowing for extension of the term for up to two thirty (30) day extensions upon approval by the City Manager, extending the term through a period ending October 14, 2013.

D. The City Manager approved the two (2) thirty (30) day extensions with a term ending October 14, 2013. However the road closure was never implemented within the term of the

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LICENSEE: Stiles Construction
S.E. 1st Avenue Closure
Construction of Courthouse Parking Garage

Revocable License due to delays caused by inclement weather and site constraints. It is not anticipated that the construction can be completed by the October 14, 2013 deadline and accordingly more time is needed to meet the revised construction schedule.

E. The granting of this First Amendment to the Revocable License so that LICENSEE can proceed with the Development Project serves a valid municipal purpose.

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. **For the purposes of the First Amendment to the Revocable License herein, Paragraph 2, Defined Terms, of the Revocable License is amended to read as follows:**

...

Effective Date means the effective date of this First Amendment to the Revocable License, which shall be the date upon which the City Commission grants authorization for the proper CITY officials to execute this License.

...

3. **For the purposes of the First Amendment to the Revocable License herein, Paragraph 5, _____ of the Revocable License is hereby amended to read as follows:**

5. **Term.** The term of this First Amendment to the Revocable License shall be for a period of eight (8) weeks commencing with the Effective Date of this Revocable License, subject to sooner termination as set forth below. In the event, because of forces beyond the control of LICENSEE, LICENSEE is unable to complete the Project Activities within the eight (8) week term hereof, LICENSEE shall initiate administrative procedures to secure an extension of this Revocable License for an additional thirty (30) days upon approval of the City Manager. The City Manager shall have the authority to extend the term of this Revocable License by not more than two (2) thirty (30) day periods beyond the end of the initial eight (8) week term.

5.1 In the event that the First Amendment to the Revocable License for the License Area granted herein shall (a) ever conflict with a superior municipal interest of the CITY or public, or (b) at any time the CITY requires the use of the License Area for a superior conflicting municipal purpose or (c) determines that continuation of the License for the License Area granted herein is no longer in the best public interest, all as determined by the City Commission after at least fifteen (15) advance notice to LICENSEE that the matter will be considered by the City Commission, then, in that event, the License granted herein for the respective License Area shall be terminable, in whole or in part, at the will of the City Commission.

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5.2 In the event LICENSEE is in violation of any material term or condition of this First Amendment to the Revocable License, as reasonably determined by the City Manager, or the license granted herein or the actions of LICENSEE or any of its agents, servants, employees, guests or invitees or the agents servants, employees, guests or invitees of any of LICENSEE's contractors, subcontractors or independent contractors conflict with a superior municipal interest of the CITY or the public, or at any time the CITY requires the use of the License Area or adjacent publicly dedicated thoroughfare(s) for a superior conflicting municipal purpose, or continuation of the License granted herein as to the License Area is no longer in the best public interests, all as reasonably determined by the City Manager, then, upon advance written notice to LICENSEE of not less than seventy-two (72) hours where LICENSEE is given an opportunity to be heard on the matters by the City Manager, the authority granted by this License as the License Area may be temporarily revoked or suspended by the City Manager for a period not exceeding fourteen (14) days.

5.3 In the event that emergent conditions arise within the License Area that present an imminent threat to the health, safety or welfare of Persons or property, the City Manager may temporarily suspend this First Amendment to the Revocable License, in whole or in part, for a period not to exceed fourteen (14) days. In such a circumstance notice shall be provided to LICENSEE pursuant to the provisions of Section 13, Emergencies, of this Revocable License. In the event the condition persists for a period of seven (7) days, then this Revocable License may be temporarily suspended for a period in excess of fourteen (14) days by action of the City Commission.

5.4 This First Amendment to the Revocable License may also be revoked or terminated pursuant to the terms of Section 22.2.1.

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

5. In all other respects, the parties ratify and confirm this Revocable License, as amended by this First Amendment to the Revocable License.

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

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LICENSEE: Stiles Construction
S.E. 1st Avenue Closure
Construction of Courthouse Parking Garage

AS TO CITY:

WITNESSES:

CITY OF FORT LAUDERDALE

Maxine A. Singer
[Witness type or print name]

By John P. "Jack" Seiler
John P. "Jack" Seiler, Mayor

ANA D. Penedo
[Witness type or print name]

By Lee R. Feldman
Lee R. Feldman, City Manager

ATTEST: Jonda Joseph

(CORPORATE SEAL)

Jonda Joseph, City Clerk
JEFFREY MODARRELL, ASST
Approved as to form:

Robert B. Dunckel
Robert B. Dunckel,
Assistant City Attorney

STATE OF FLORIDA:
COUNTY OF BROWARD:

The foregoing instrument was acknowledged before me this 14th day of October, 2013 2013, 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.

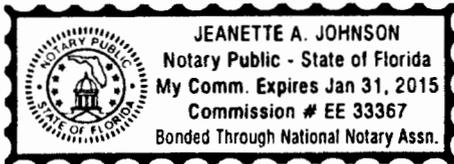
(SEAL)

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

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

My Commission Expires: 1/31/15

Commission Number EE 33367



First Amendment to Revocable License
LICENSEE: Stiles Construction
S.E. 1st Avenue Closure
Construction of Courthouse Parking Garage

STATE OF FLORIDA:
COUNTY OF BROWARD:

The foregoing instrument was acknowledged before me this 11th day of October, 2013, 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)



Donna M. Samuda
Notary Public, State of Florida
(Signature of Notary taking
Acknowledgment)

DONNA M SAMUDA
Name of Notary Typed,
Printed or Stamped

My Commission Expires:
January 30, 2017
Commission Number EE 842025

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AS TO LICENSEE:

STILES CORPORATION, a Florida corporation

By: *[Signature]*
Douglas P. Eagon, President

[Signature]

Lisa M Samuels
[Witness type or print name]

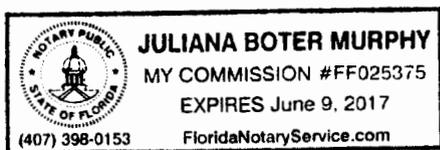
[Signature]

Glenn T Balogh
[Witness type or print name]

STATE OF FLORIDA:
COUNTY OF BROWARD:

The foregoing instrument was acknowledged before me this ___ day of June, 2013, by, **Douglas P. Eagon**, President, of Stiles Corporation, a Florida corporation, who has the authority to execute this Revocable License on behalf of Stiles Corporation. He is personally known to me or produced _____ as identification and did take an oath.

(SEAL)



Juliana Boter Murphy
Notary Public, State of Florida
(Signature of Notary taking Acknowledgment)

Juliana Boter Murphy
Name of Notary Typed,
Printed or Stamped

My Commission Expires:
June 9, 2017
Commission Number

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