

**FIRST AMENDMENT  
TO  
REVOCABLE LICENSE**

THIS FIRST AMENDMENT to a Revocable License (“First Amendment”) is entered into this 3rd day of December, 2019, by and between:

**CITY OF FORT LAUDERDALE**, a Florida municipal corporation, whose principal address is 100 North Andrews Avenue, Fort Lauderdale, FL 33301, hereinafter “CITY”

and

**1031 SEMINOLE DRIVE, LLC**, a foreign liability company, whose principal address is 8554 Katy Freeway, Suite 200, Houston, TX 77024, its successors and assigns, hereinafter, “LICENSEE”

**R E C I T A L S**

A. LICENSEE is the fee simple owner of the real property located at 1031 Seminole Drive, Fort Lauderdale, FL and more particularly described in **Exhibit “A”** attached hereto and made a part hereof (hereinafter, “Property”); and

B. A Sketch and Description of the License Area is set forth in Exhibit “B” attached hereto and made a part hereof.

C. LICENSEE seeks to construct a twelve (12) story senior living facility located on the Property for a project known as “Belmont Village” (hereinafter “Project”); and

D. The City Commission of CITY, by motion adopted on May 15, 2018 authorized execution of a Revocable License which was executed by the parties on May 15, 2018 and recorded in the Public Records of Broward County, Florida at Instr.# 115099104 (“Revocable License”);

E. LICENSEE needs additional time through January 31, 2020 to complete the Project.

F. CITY staff has reviewed the proposed First Amendment and recommends approval thereof and authorization for execution of this First Amendment.

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

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

2. **Extended Term.** The provisions of 4.1 entitled "Term" are amended, nunc pro tunc to the original date of the Revocable License, to extend the Term of the Revocable License through and including January 31, 2020.

3. **Loss of Parking Revenues.** A conditions precedent to this First Amendment is payment of loss of parking revenue by LICENSEE for all periods covered by the Revocable License and First Amendment for which loss of parking revenues have not previously been paid.

4. **Conflict.** 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 conditions of this First Amendment shall supersede and prevail over any such conflicting terms in the underlying Revocable License.

5. **Ratify and Confirm.** In all other respects, the parties ratify and confirm the Revocable License, nunc pro tunc to the original date of the Revocable License, as amended by this First Amendment to Revocable License.

6. **Effective Date.** This First Amendment be effective upon execution by both parties and prepayment of un-reimbursed loss of parking revenues.

7. **Recording.** LICENSEE shall record a copy of the fully executed First Amendment in the Public Records of Broward County, Florida at its sole expense and file a copy of the recorded First Amendment with the City Clerk and the Director of the Department of Sustainable Development.

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



WITNESSES:

CITY OF FORT LAUDERDALE, A MUNICIPAL CORPORATION OF FLORIDA

Jeanette A. Johnson  
Jeanette A. Johnson  
[Witness type or print name]  
Mary J. Matthews  
Mary J. Matthews  
[Witness type or print name]

By [Signature]  
Dean J. Trantalis,  
Mayor  
By [Signature]  
Christopher J. Lagerbloom,  
City Manager

ATTEST:

Approved as to form:  
Alain E. Boileau, City Attorney

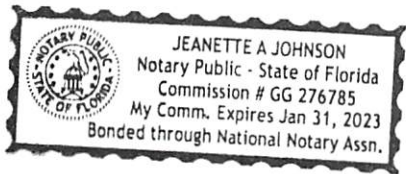
By [Signature]  
Jeffery A. Modarelli,  
City Clerk

By [Signature]  
Robert B. Dunckel,  
Assistant City Attorney

STATE OF FLORIDA:  
COUNTY OF BROWARD:

The foregoing instrument was acknowledged before me this 9th day of December, 2019 by Dean J. Trantalis, Mayor for the City of Fort Lauderdale, a municipal corporation of Florida. He is personally known to me or has produced \_\_\_\_\_ as identification.

(SEAL)

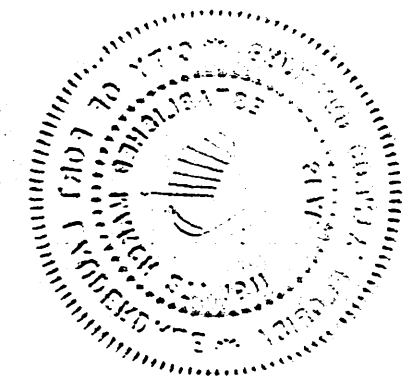


Jeanette A. Johnson  
Notary Public, State of Florida  
(Signature of Notary taking Acknowledgment)  
My Commission Expires: 1/31/23  
Commission Number: GG 276 785

[Handwritten initials]

*[Handwritten signature]*

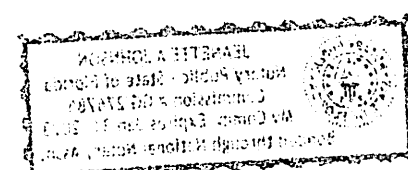
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*[Faint handwritten text]*

*[Faint handwritten text]*

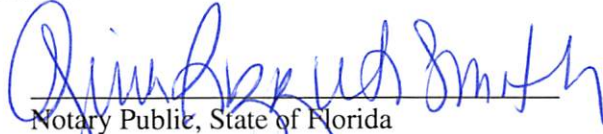
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STATE OF FLORIDA:  
COUNTY OF BROWARD:

The December 9 foregoing instrument was acknowledged before me this December 9, 2019 by Christopher J. Lagerbloom, City Manager of Fort Lauderdale, a municipal corporation of Florida. He is personally known to me or has produced \_\_\_\_\_ as identification.

(SEAL)

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

My Commission Expires: GINA RIZZUTI-SMITH

Commission Number: MY COMMISSION # GG 083510  
EXPIRES: March 15, 2021  
Bonded Thru Budget Notary Services



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LICENSEE

WITNESSES:

1031 SEMINOLE DRIVE, LLC, a foreign liability company,

By: HSRE-BV II, LLC, Its sole member

By: Belmont GP Illinois, LLC, Its member

[Signature]

René Buck  
[Witness type or print name]

By David Nussbaum  
David Nussbaum, Sr. Vice President

[Signature]  
HALLE CHRISTINE  
[Witness type or print name]

STATE OF ~~TEXAS~~: **FLORIDA** ;  
COUNTY OF ~~HARRIS~~: **BROWARD** :

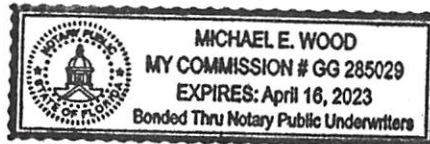
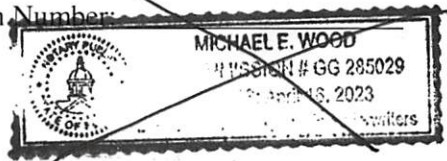
The foregoing instrument was acknowledged before me this 4th Day of December, 2019 by David Nussbaum, as Sr. Vice President of 1031 Seminole Drive, LLC, a foreign limited liability corporation of Florida. He is personally known to me or has produced \_\_\_\_\_ as identification.

(SEAL)

[Signature]  
Notary Public, State of ~~Texas~~ **FLORIDA**  
(Signature of Notary taking Acknowledgment)

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

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



[Handwritten initials]

MICHAEL E. WOOD  
MAY COMMISSION # 09 28020  
EXPIRES: April 18, 2025  
Elected thru Public Notice

MICHAEL E. WOOD  
MAY COMMISSION # 09 28020  
EXPIRES: April 18, 2025  
Elected thru Public Notice

## Exhibit A

### Belmont Village Legal Description

All that certain land situate, lying and being in Broward County, Florida, to wit:

A portion of the East 300.00 feet of Tract "B", Bay Park AMENDED, according to the plat thereof, as recorded in Plat Book 39, Page 47, of the public records of Broward County, Florida, more fully described as follows:

Beginning at the most East, Northeast corner of said Tract "B"; thence South 00° 00' 00" East, on the East line of said Tract "B", a distance of 152.40 feet; thence North 90° 00' 00" West, a distance of 300.00 feet; thence North 00° 00' 00" East, on a line 300.00 feet West of and parallel with the said East line of Tract "B", a distance of 174.63 feet; thence North 89° 25' 18" East, on the North line of said Tract "B", a distance of 274.76 feet to a point of curve; thence Easterly through Southerly on said curve to the right, with a radius of 25.00 feet, a central angle of 90° 34' 42", an arc distance of 39.52 feet to a point of tangency and to the Point of Beginning.

TOGETHER with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD, the same in fee simple forever.



## Exhibit B

### LEGAL DESCRIPTION

MOT EASEMENT AREA - BELMONT VILLAGE  
1 301 SEMINOLE DRIVE, FORT LAUDERDALE  
PORTION OF TRACT "B", BAY PARK AMENDED, P.B. 39, PG. 47, B.C.R. BROWARD  
COUNTY, FLORIDA

A parcel of land being a portion of Tract "B" BAY PARK AMENDED, according to the plat thereof, as recorded in Plat Book 39, Page 47, of the Public Records of Broward County, Florida, said parcel of land being more particularly described as follows:

COMMENCE at the Northwest corner of the East 300.00 feet of said Tract "B";

THENCE on an assumed bearing of N 00°00'00" W along the Northerly projection of the West line of the East 300.00 feet of said Tract "B", a distance of 20.00 feet to the POINT OF BEGINNING;

THENCE continue N 00°00'00" W continuing along the said Northerly projection of the West line of the East 300.00 feet of Tract "B", a distance of 12.00 feet to a line being 32.00 feet North of and parallel with the South right-of-way line of N.E. 11th Street;

THENCE N 89°25'18" E along the said parallel line a distance of 319.52 feet to a line being 19.50 feet East of and parallel with the West right-of-way line of Seminole Drive;

THENCE S 00°00'00" E along said parallel line a distance of 209.92 feet;

THENCE N 89°59'00" W a distance of 19.50 feet to the said West right-of-way line of Seminole Drive;

THENCE N 00°00'00" W along the said West right-of-way line of Seminole Drive a distance of 197.72 feet a line being 20.00 feet North of and parallel with the South right-of-way line of N.E. 11<sup>th</sup> Street;

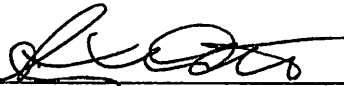
THENCE S 89°25'18" W along the said parallel line a distance of 300.02 feet to the POINT OF BEGINNING;

Said lands lying and situate in the City of Fort Lauderdale, Broward County, Florida, containing 7,692 square feet, more or less.

NOTES:

1. Not valid without the signature and original embossed seal of a Florida licensed Professional Surveyor and Mapper.
2. Lands described hereon were not abstracted, by the surveyor, for ownership, easements, rights-of-way or other instruments that may appear in the Public Records of Broward County.
3. Bearings shown hereon are assumed and referenced to the plat of BAY PARK AMENDED, as recorded in Plat Book 39, Page 47, Broward County Records, with the North line of Tract "B" having a bearing of N 89°25'18" E.
4. The description contained herein and the attached sketch do not represent a Boundary Survey.

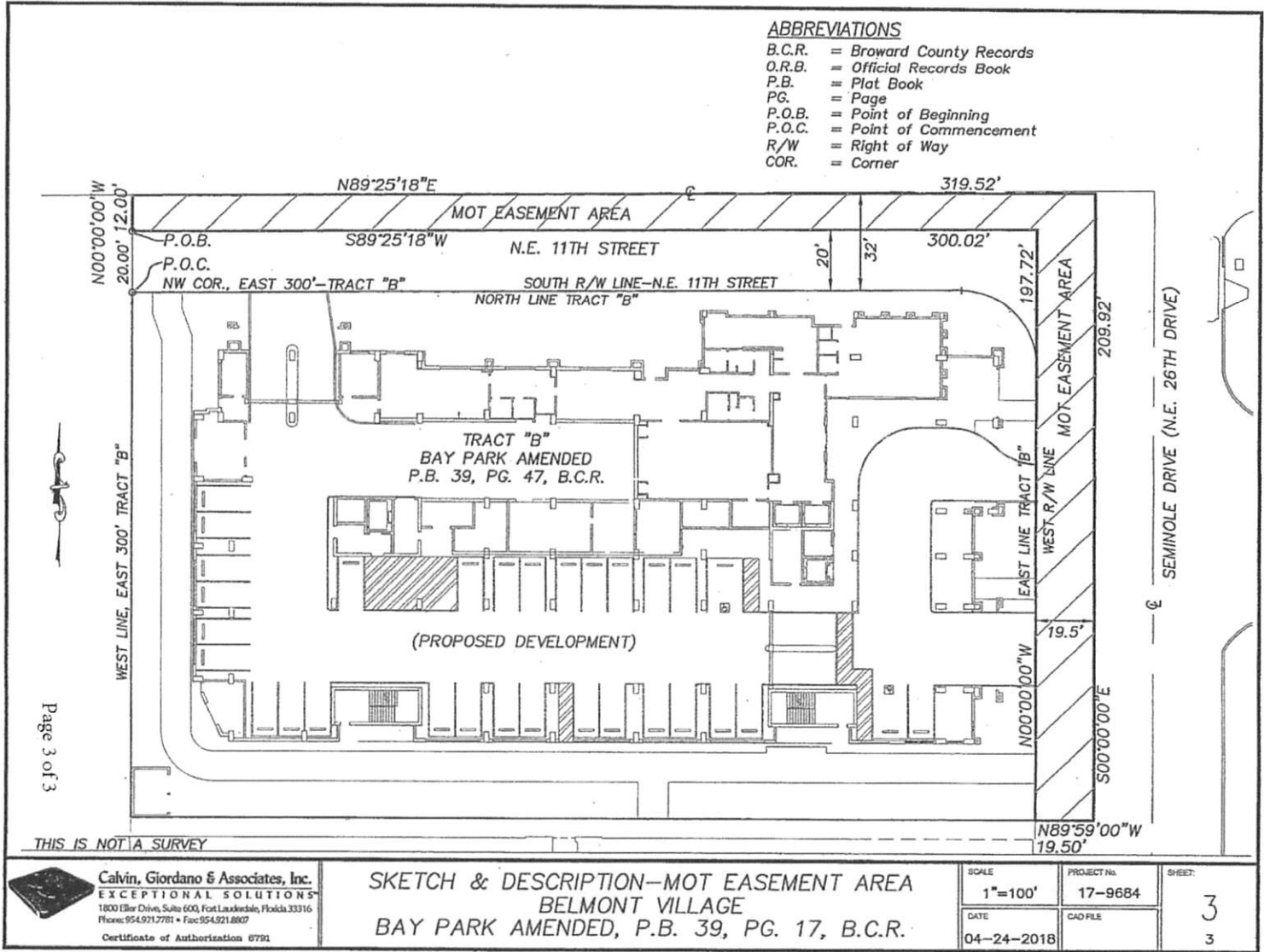
CALVIN, GIORDANO AND ASSOCIATES, INC.

  
Date: 4/25/2018  
Steven M. Watts  
Professional Surveyor and Mapper  
Florida Registration Number LS 4588

Prepared By:  
CALVIN, GIORDANO AND ASSOCIATES, INC.  
1800 Eller Drive, Suite 600  
Fort Lauderdale, Florida 33316  
April 25, 2018  
P:\Projects\17-9684\Survey\Sketch\Description\Belmont MOT Easement Legal

Sheet 2 of 3

AGA



Page 3 of 3

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COMMISSION AGENDA ITEM  
DOCUMENT ROUTING FORM  
Today's Date: 12/9/2019

LOG  
12/10/19

DOCUMENT TITLE: REVOCABLE LICENSE AGREEMENT FOR 1031 SEMINOLE DRIVE, LLC ( BELMONT VILLAGE PROJECT)

COMM. MTG. DATE: 12/3/2019 CAM #: 19-1155 ITEM #: CM-10 CAM attached:  YES  NO

Routing Origin: CAO Router Name/Ext: Sonia/X. 5598 Action Summary attached:  YES  NO

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.

1) City Attorney's Office: Documents to be signed/routed?  YES  NO # of originals attached: 1

Is attached Granicus document Final?  YES  NO Approved as to Form:  YES  NO

Date to CCO: 12/9/2019 Robert Dunckel  
Attorney's Name Initials

2) City Clerk's Office: # of originals: 1 Routed to: MJ Matthews/CMO/x5364 Date: 12/9/19

3) City Manager's Office: CMO LOG #: Dec. 22 Document received from: CCO

Assigned to: CHRIS LAGERBLOOM  ROBERT HERNANDEZ   
CHRIS LAGERBLOOM as CRA Executive Director

APPROVED FOR C. LAGERBLOOM'S SIGNATURE  N/A FOR C. LAGERBLOOM TO SIGN

PER ACM: R. HERNANDEZ \_\_\_\_\_ (Initial/Date)

PENDING APPROVAL (See comments below)

Comments/Questions: \_\_\_\_\_

Forward 1 originals to  Mayor  CCO Date: \_\_\_\_\_

4) Mayor/CRA Chairman: Please sign as indicated. Forward \_\_\_\_\_ originals to CCO for attestation/City seal (as applicable) Date: \_\_\_\_\_

5) City Clerk: Forward \_\_\_\_\_ originals to CAO for FINAL APPROVAL Date: \_\_\_\_\_

6) CAO forwards \_\_\_\_\_ originals to CCO

7) City Clerk: Scan original and forwards \_\_\_\_\_ originals to: Sonia Sierra ext. 5598  
City Attorneys Office Name/Dept/Ext

Attach \_\_\_\_\_ certified Reso # \_\_\_\_\_  YES  NO

Original Route form to CAO/Dept.

CAO # 19-1625