

This instrument prepared by:  
Robert B. Dunckel,  
Assistant City Attorney  
City of Fort Lauderdale  
100 North Andrews Avenue  
Fort Lauderdale, FL 33301

**FIRST AMENDMENT**  
**TO**  
**REVOCABLE LICENSE**

THIS IS THE FIRST AMENDMENT TO REVOCABLE LICENSE granted this 7<sup>th</sup> day of July, 2015 by and between:

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

and

**BELMAR DEVELOPMENT ASSOCIATES, LLC**, a Florida  
Limited Liability Company, FEI/EIN # 46-2456982, whose  
principal address is 1645 Palm Beach Lakes Blvd., Suite  
1200, West Palm Beach, FL 33401 , its successors and  
assigns ("LICENSEE")

WHEREAS, CITY and LICENSEE entered into a Revocable License the 6<sup>th</sup> day of January 2015 relative to a Development Project at 701 North Fort Lauderdale Beach Boulevard (State Road A-1-A) securing the closure of portion of the public right-of-way bounding the Development Site on the North, West and South; and

WHEREAS, the Revocable License dated January 6, 2015 was recorded in the Public Records of Broward County, Florida on January 30, 2015 at 10:29 AM under Instrument # 112778681; and

WHEREAS, LICENSEE now seeks permission to place two (2) temporary construction trailers within the parking area on the North side of Belmar Street adjacent to the Development Site; and

WHEREAS, this application for a First Amendment to the Revocable License was reviewed by the City's Property and Right-Of-Way Committee on May 26, 2015 under PRW Case No. 15008 and the Committee recommended that the City Commission approve the application and authorize execution of the First Amendment to the Revocable License

WHEREAS, the City Commission of the City of Fort Lauderdale, by Motion, adopted July 7, 2015, has authorized execution of this First Amendment to Revocable License by the property City officials;

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. Paragraph 2, "Defined Terms" is hereby amended to read as follows.:

2. **Defined Terms.** The following terms, as used and referred to herein, shall have the meanings set forth below, unless the context indicates otherwise.

. . .

*Project Improvements* means the improvements to be constructed, installed, operated, maintained, repaired and reconstructed from time to time within the License Area, including sidewalk resurfacing, signage and pavement markings, temporary mounted signs, temporary barrier fences and gates and dust screen within the License Area in conjunction with the Project. *Project Improvements* shall include the placement, installation and operation of three (3) temporary construction trailers within the parking area of License Area II. The term *Project Improvements* includes any portion thereof. Each trailer measures 30' x 10'. Of the ten (10) foot width of the temporary trailers, five (5) feet will be placed on the adjacent sidewalk, with the other five (5) feet being placed within the adjacent parking lane on the North side of Belmar Street, all within License Area II, , as more particularly illustrated in **Exhibit "A"** to this First Amendment. The temporary trailers will be removed on or before July 7, 2016.

. . .

*Storage* is synonymous with *Staging of Materials or Equipment* during the assembling or construction of the Project Improvements and shall mean the placement of materials or equipment within the License Area or any public right of way within two blocks of the Property in such a manner as would constitute *Staging of Materials or Equipment* if the materials or equipment were within the License Area, provided however that the placement, installation and operation of three (3) temporary construction trailers within the parking area of License Area II shall be permitted.

. . .

3. This First Amendment shall be in full force and effect upon (a) execution of the First Amendment by CITY and LICENSEE and (b) recordation of the First Amendment in the Public Records of Broward County, Florida at LICENSEE's expense.

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

5. In all other respects, the parties ratify and confirm the Revocable License date January 6, 2015.

**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**

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

\_\_\_\_\_  
John P. "Jack" Seiler Mayor

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

\_\_\_\_\_  
Lee R. Feldman, City Manager

(CORPORATE SEAL)

ATTEST:

\_\_\_\_\_  
Jonda K. Joseph, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Robert B. Dunckel,  
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



**Development Associates, LLC**, a Florida limited liability company, who freely and voluntarily executed this instrument on behalf of said Florida limited liability company. He is personally known to me or has produced \_\_\_\_\_ as identification or is known to me personally.

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Typed, printed or stamped name of Notary Public

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

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