

CONSENT TO ASSIGNMENT OF REVOCABLE LICENSE AGREEMENT

THIS CONSENT TO ASSIGNMENT OF REVOCABLE LICENSE AGREEMENT is entered into on March 2, 2021, among:

CITY OF FORT LAUDERDALE, a municipal corporation of the State of Florida, hereinafter referred to as "City"

and

EDENGATE LAS OLAS, LLC, a Florida limited liability company, whose principal address is 2801 SW 31<sup>st</sup> Avenue, Suite 2-B, Coconut Grove, FL 33133, hereinafter referred to as "EDENGATE"

and

CYPRESS LAS OLAS LLC, a Delaware limited liability company, whose principal address is 12121 Wilshire Boulevard, Suite 801, Los Angeles, CA 90025, hereinafter referred to as "CYPRESS"

and

MQMF LAS OLAS OWNER LLC, a Delaware limited liability company, whose principal address is 2000 McKinney Avenue, Suite 1000, Dallas, TX 75221, hereinafter referred to as "Assignee"

WHEREAS, EDENGATE and CYPRESS may hereinafter collectively be referred to as "Assignors"; and

WHEREAS, Assignors were the fee simple owners of the property generally located at 419 SE 2<sup>nd</sup> Street in Fort Lauderdale, FL, as more particularly described in that certain special warranty deed recorded as Instrument No. 116123866 (the "Property"); and

WHEREAS, pursuant to a Motion adopted its meeting on September 17, 2019, the City Commission of the City of Fort Lauderdale authorized the City to enter into a revocable license agreement with Assignors, such revocable license agreement being recorded as Instrument No. 116103253 in the Public Records of Broward County, Florida ("Revocable License Agreement"); and

WHEREAS, the Revocable License Agreement granted Assignors permission to occupy certain rights-of-way in order to construct the development project on the Property approved under City DRC Case No. R17044 ("Development Project"), as amended from time to time; and

WHEREAS, Assignee, as successor in interest to Assignors, is the fee simple owner of the Property by virtue of that certain special warranty deed recorded as Instrument No. 116123866 in the Public Records of Broward County, Florida; and

WHEREAS, Assignee is in the process of developing the Development Project; and

WHEREAS, the Assignors wish to assign the Revocable License Agreement to Assignee in order to facilitate construction of the Development Project; and

WHEREAS, pursuant to Section 26 of the Revocable License Agreement, assignment of the Revocable License Agreement requires the written consent of the City; and

NOW THEREFORE, in consideration of the mutual promises, covenants and agreements, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties agree as follows:

1. The foregoing recitals are correct and are incorporated into this Consent to Assignment of Revocable License Agreement.

2. City does hereby consent to and approve of the assignment of the Revocable License Agreement from Assignors to Assignee.

3. By the consent and approval contained in this document, City relies upon the representations of Assignors and Assignee that no other person, natural, corporate or otherwise, will be adversely affected by the consent and approval contained in this document. In the event of a claim by any such third person that this Consent to Assignment of Revocable License Agreement adversely affects any such person, Assignee agrees to indemnify and hold harmless City completely from any such claim and shall provide City with a complete legal defense for any such claim, at no cost or expense whatsoever to City.

4. By the consent and approval contained in this document, Assignors are hereby released from all benefits, obligations, restrictions and liabilities under the Revocable License Agreement. By the consent and approval contained in this document, all benefits, obligations, restrictions and liabilities under the Revocable License Agreement shall be binding on and inure to the benefit of Assignee.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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

AS TO CITY:

WITNESSES:

Casandra Brown

Casandra Brown  
[Witness type or print name]

Aimee Hays

Aimee Hays  
[Witness type or print name]

(CORPORATE SEAL)



STATE OF FLORIDA:  
COUNTY OF BROWARD:

CITY OF FORT LAUDERDALE

By Dean J. Trantalis  
Dean J. Trantalis, Mayor

By Christopher J. Lagerbloom  
Christopher J. Lagerbloom, ICMA-CM  
City Manager

ATTEST:  
Jeff Modarelli  
FOR Jeff Modarelli, City Clerk

Approved as to form:  
Shari C. Wallen  
Shari C. Wallen, Esq.  
Assistant City Attorney  
ALAIN E. BOILEAU

The foregoing instrument was acknowledged before me, by means of  physical presence or  online notarization this 11<sup>th</sup> day of March, 2021 by **Dean J. Trantalis**, 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)

Lynette LaShawn McIntosh  
Notary Public, State of Florida  
(Signature of Notary taking Acknowledgment)



\_\_\_\_\_  
Name of Notary Typed, Printed or Stamped

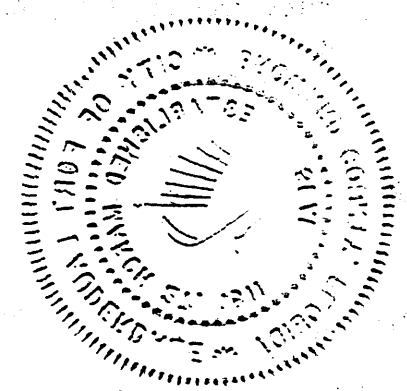
\_\_\_\_\_  
My Commission Expires:

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

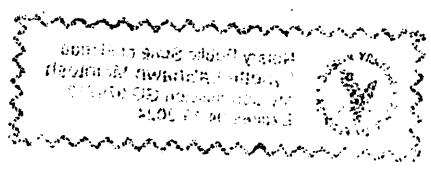
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*[Handwritten signature]*

*[Handwritten signature]*



Multiple lines of very faint, illegible text, likely bleed-through from the reverse side of the page.



STATE OF FLORIDA:  
COUNTY OF BROWARD:

The foregoing instrument was acknowledged before me, by means of  physical presence or  online notarization this 9<sup>th</sup> day of March, 2021 by **Christopher J. Lagerbloom**, 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)



Aimee Liauro  
Notary Public, State of Florida  
(Signature of Notary taking Acknowledgment)

Aimee Liauro  
Name of Notary Typed, Printed or Stamped

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

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

WITNESSES:

[Witness Signature]

[Witness print/type name]

[Witness Signature]

[Witness print/type name]

AS TO EDENGATE:

Edengate Las Olas, LLC, a Florida limited liability company

By: EDENGATE LAS OLAS PARENT, LLC, a Florida limited liability company, as its Manager

By:

Jay Jacobson, Manager

STATE OF FLORIDA )  
 ) SS  
COUNTY OF MIAMI-DADE )

The foregoing instrument was acknowledged before me, by means of  physical presence or  online notarization this 24 day of FEBRUARY, 2021, by Jay Jacobson, as Manager of Edengate Las Olas Parent, LLC, a Florida limited liability company, Manager of Edengate Las Olas, LLC, a Florida limited liability company, freely and voluntarily on behalf of said limited liability limited company. He is personally known to me or has produced \_\_\_\_\_ as identification.

Notary Public, State of FLORIDA  
Signature of Notary Acknowledgement)

ANAMILENA PAREJA  
MY COMMISSION #GG095975  
EXPIRES: APR 19, 2021  
Printed or Stamped

My Commission Expires: April 19, 2021

GG095975  
Commission Number

(SEAL)



# CALIFORNIA ALL- PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }

County of Los Angeles }

On Feb. 25 2021 before me, Joshua Thomas Fox, notary,  
(Here insert name and title of the officer)

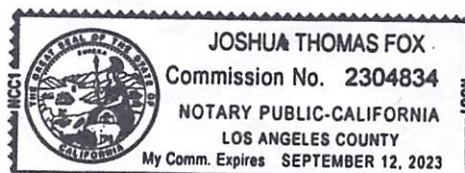
personally appeared Michael Sorochinsky,  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

[Signature]  
Notary Public Signature

(Notary Public Seal)



## ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

\_\_\_\_\_  
(Title or description of attached document)

\_\_\_\_\_  
(Title or description of attached document continued)

Number of Pages \_\_\_\_\_ Document Date \_\_\_\_\_

### CAPACITY CLAIMED BY THE SIGNER

- Individual (s)
- Corporate Officer
- \_\_\_\_\_ (Title)
- Partner(s)
- Attorney-in-Fact
- Trustee(s)
- Other \_\_\_\_\_

## INSTRUCTIONS FOR COMPLETING THIS FORM

*This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknowledgments from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.*

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. he/she/~~they~~, is /are ) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
  - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  - ❖ Indicate title or type of attached document, number of pages and date.
  - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document with a staple.



NOTARY PUBLIC - CALIFORNIA  
COMMISSION NO. 288032  
JOSHUA THOMAS FOX  
LOS ANGELES COUNTY  
MY COMM. EXPIRES SEPTEMBER 15 2023

**WITNESSES:**

*Lynn M Fetzer*  
[Witness Signature]

Lynn M Fetzer  
[Witness print/type name]

*Jack Jones*  
[Witness Signature]

Victoria Landis  
[Witness print/type name]

**As to Assignee:**

**MQMF LAS OLAS OWNER LLC**, a Delaware limited liability company

By: MQMF LAS OLAS JV LLC, a Delaware limited liability company, its sole member

By: *CS*  
Charles O. Shallat, Vice President

**ACKNOWLEDGEMENT**

STATE OF Georgia :  
COUNTY OF Guinnett :

The foregoing instrument was acknowledged before me, by means of  physical presence or  online notarization this 3 day of March, 2021 by Charles O. Shallat, the Vice President of MQMF LAS OLAS JV LLC, a Delaware limited liability company, the sole member of MQMF LAS OLAS OWNER LLC, a Delaware limited liability company. He is personally known to me or has produced \_\_\_\_\_ as identification and did / did not (circle one) take an oath.



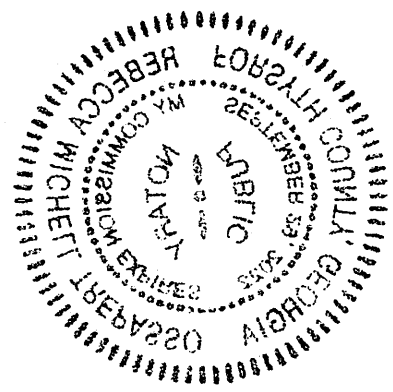
(SEAL)

*Rebecca Michell Trepasso*  
Notary Public, State of Georgia  
Signature of Notary Acknowledgement)

Rebecca Michell Trepasso  
Name of Notary Typed,  
Printed or Stamped

My Commission Expires:

9-29-2022  
Commission Number



1/2



COMMISSION AGENDA ITEM  
DOCUMENT ROUTING FORM

**RUSH!**

Today's Date: 3/4/2021

① L ① DL

DOCUMENT TITLE: FIRST AMENDMENT TO REVOCABLE LICENSE AGREEMENT WITH MQMF LAS OLAS OWNER LLC (ONE ORIGINAL) AND CONSENT TO ASSIGNMENT OF REVOCABLE LICENSE AGREEMENT WITH EDENGATE LAS OLAS, LLC, CYPRESS LAS OLAS LLC, AND MQMF LAS OLAS OWNER LLC (ONE ORIGINAL)

COMM. MTG. DATE: 3/2/2021 CAM #: 21-0178 ITEM #: CM-7 CAM attached:  YES  NO

Routing Origin: CAO Router Name/Ext: J. Larregui/5106 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: 2 *different agreements*

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

Date to CCO: 3/4/21

Alain E. Boileau  
Attorney's Name

AEB/JL  
Initials

2) City Clerk's Office: # of originals: 1 each Routed to: Donna V./Aimee L./CMO Date: 3/8/2021

3) City Manager's Office: CMO LOG #: Mar-7 Document received from: 3-8-21

Assigned to: CHRIS LAGERBLOOM  TARLESHA SMITH  GREG CHAVARRIA   
CHRIS LAGERBLOOM as CRA Executive Director

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

PER ACM: T. Smith (Initial/Date) PER ACM: G. Chavarria (Initial/Date)

PENDING APPROVAL (See comments below)

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

Forward 1/1 originals to  Mayor  CCO Date: 3-9-21

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

5) City Clerk: Forward 2 originals to CAO for FINAL APPROVAL Date: \_\_\_\_\_

6) CAO forwards 2 originals to CCO

7) City Clerk: Scan original and forwards 2 originals to: J. Larregui/CAO/Ext. 5106

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

Original Route form to J. Larregui/CAO