



## CITY MANAGER'S OFFICE

## CITY MANAGER SIGNATURE REQUEST ROUTING FORM

Rev: 14 | Revision Date: 12/18/2025

2L

## SECTION 1 | SUMMARY INFORMATION

Date: 3/13/26

☒ Commission Agenda Item ☐ Letter to the Commission (LTC) ☐ Letter to External Stakeholder(s) ☒ Other Document

Document Title/Purpose: Third Amendment to Brickall License Agreement

Commission Meeting Date: 3/3/26 CAM #: 26-0195 Item #: CM-8

CAM attached: ☒ Yes ☐ No Action Summary Attached: ☒ Yes ☐ No CIP FUNDED: ☐ Yes ☒ No

Community Investment Plan (CIP) Project defined as having a life of at least 10 years and a cost of at least \$100,000 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. Term "real property" includes land, real estate, realty, or real.

## SECTION 2 | REQUESTOR (CHARTER OFFICE/DEPARTMENT)

Charter Office: CMO Router Name: Nikhan Cotterell Ext: 5027

Department: CAO Router Name: S. Sierra Ext: 5598

Department Approval (Director/Chief): Name \_\_\_\_\_ Init \_\_\_\_\_ Date: \_\_\_\_\_

\*Return Document To: Angela Salmon Department: Real Estate Ext: 3442

\*REMINDER: Once review and signature at the last level of government (Federal, State, County) is complete, scan the final record copy and send to the City Clerk's Office.

Scan Date: \_\_\_\_\_ Attach Certified Resolution #: \_\_\_\_\_ Original form route to CAO: ☐ Yes ☐ No

## THE FOLLOWING SECTIONS ARE FOR CHARTER OFFICE USE ONLY

SECTION 3 | CITY ATTORNEY'S OFFICE (CAO): CAO signed/routed Required ☒ Yes ☐ NoIs the attached Granicus document final? ☒ Yes ☐ No Number of Originals Attached: 2Attorney's Name: LWN Salmon Approved as to Form: ☒ Yes ☐ No Initials: JS

Route to: Finance (if applicable) Date: \_\_\_\_\_ Route to: CCO Date: \_\_\_\_\_

## SECTION 4 | CITY CLERK'S OFFICE (CCO)

City Clerk Office Receive and Scan Date: 3/17/26 C. Minott Number of Originals: 2

Route to CMO Date: 3/17/26 Route to Mayor Date: \_\_\_\_\_

## SECTION 5 | CITY MANAGER'S OFFICE (CMO)

LOG #: Maral Date Received: 3/19/26 Received From: CEO

To CM/ACM: ☐ R. Williams ☐ C. Cooper ☐ Y. Matthews ☐ Q. Pough ☒ B. Rogers

Approved Init.: BOW JS 3/19/26 for continuous routing to Rickelle Williams, City Manager/Executive Director

Disapproved: \_\_\_\_\_ Comments: \_\_\_\_\_

CMO Executive Assistant Route to: CCO | HR | OMB | Other: \_\_\_\_\_ Date: 3/23/26 Initial: APD

**THIRD AMENDMENT  
TO  
BRICKELL LICENSE AGREEMENT**

This THIRD AMENDMENT (the "Third Amendment") entered into this 23<sup>rd</sup> day of March, 2026 (the "Effective Date") to the BRICKELL LICENSE AGREEMENT (the "License Agreement") dated March 5, 1992, is by and between:

**LAS OLAS RIVERFRONT, LP**, a Delaware limited partnership, 17 NE 4<sup>th</sup> ST, Fort Lauderdale, FL 33301 (the "Developer")

and

**CITY OF FORT LAUDERDALE**, a municipal corporation, its successors and assigns, 100 N Andrews Avenue, Fort Lauderdale, FL 33301 (the "City")

Collectively the Developer and the City are referred to as the "Parties".

**RECITALS**

WHEREAS, Las Olas Riverfront, LP, is the successor in interest to Historic Brickell Ltd, a Florida limited partnership ("Historic Brickell") and the "Developer" under the following described license agreement: (i) Brickell License Agreement dated March 5, 1992 between the CITY and Historic Brickell, as amended by that certain Addendum to Agreement dated May 5, 1993, between the CITY and Historic Brickell, as set forth in the Affidavit recorded April 5, 1996, in Official Records Book 24706, Page 710, of the Public Records of Broward County, Florida (the "Initial License Agreement"); (ii) as amended by the Addendum To Brickell License Agreement dated April 30, 1999, and recorded May 18, 1999, in Official Records Book 29466, Page 1447, of the Public Records of Broward County, Florida (the "Addendum"), which Addendum attached thereto the Initial License Agreement and the Brickell License Agreement and The Third Amendment to Real Estate Purchase Option and Limited License Agreement and First Amendment to Brickell License Agreement (the "First Amendment"); (iii) as amended by the Correction To Addendum To Brickell License Agreement dated July 13, 1999, and recorded July 19, 1999, in Official Records Book 29671, Page 164, of the Public Records of Broward County, Florida (the "Correction"); (iv) as amended by that certain Second Amendment to Brickell License Agreement dated August 24, 2015 between the City and Developer (the "Second Amendment"; together with the

Initial License Agreement, Addendum, First Amendment, Correction and Second Amendment, collectively referred to herein as the “Original License Agreement”);

WHEREAS, City is the owner of that certain property located within the City of Fort Lauderdale, Florida, which is defined and legally described as the “Licensed Property” in Exhibit “B” to the Addendum which Exhibit “B” to the Addendum is recorded in Official Records Book 29466, Pages 1471 through 1486, of the Public Records of Broward County, Florida, and is incorporated into this Agreement by this reference; and

WHEREAS, City controls the vessel dockage along the Riverwalk, which is depicted as the “Brickell Dock Space” (and hereinafter referred to “Brickell Dock Space” or “Dock Space”) in Exhibit “C” to the Second Amendment; and

WHEREAS, per the Second Amendment, Developer is granted the non-exclusive right to use 160 linear feet of Brickell Dock Space as shown as Day Dockage on Exhibit “C” to the Second Amendment; and

WHEREAS, the seawall and docks have fallen into disrepair and Developer has been unable to utilize the Day Dockage since March of 2024; and

WHEREAS, pursuant to the Addendum to Brickell License Agreement dated April 30, 1999, the Parties acknowledged that the Brickell License Agreement commencement date was established as of May 15, 1998, by the Addendum dated April 30, 1999, for an initial twenty-five (25) year term expiring on May 14, 2023; and

WHEREAS, the Original License Agreement provides in Section 7 (“Option to Renew”) for a twenty-five (25) year renewal term; and

WHEREAS, the Parties desire through this Third Amendment to confirm and memorialize the exercise of the twenty-five (25) year renewal option, thereby extending the term of the License Agreement through May 14, 2048, and to further extend the term by an additional two (2) years to account for anticipated seawall improvement-related downtime, resulting in a revised expiration date of May 14, 2050; and

WHEREAS, as a result of the disrepair of the Dock Space, the City agrees to waive the license fees required of the Developer until the Day Dockage is repaired and usable by the Developer; and

WHEREAS, the Developer and City desire to amend the License Agreement as set forth herein.

NOW, THEREFORE, in consideration of the foregoing, and the mutual covenants and conditions contained herein and other good and valuable consideration, the receipt and sufficiency are hereby acknowledged, Developer and City agree as follows:

1. The foregoing recitals are true and correct and incorporated herein.
2. The Developer and City agree that until such time as the Day Dockage is repaired by the City and available for Developer to resume its use of the Day Dockage, Developer will not be charged a License Fee during the period the Day Dockage is unavailable due to seawall repairs. Payment of a License Fee will be reinstated on the date a certificate of occupancy, completion or other appropriate document is issued by the governing authority.
3. The Parties acknowledge and agree that, pursuant to the Addendum dated April 30, 1999, the commencement date of the Original License Agreement was established as May 15, 1998, for an initial twenty-five (25) year term, which expired on May 14, 2023. The Parties further acknowledge that Section 7 of the Original License Agreement provides for a twenty-five (25) year renewal option. By execution of this Third Amendment, the Parties hereby confirm the exercise of said renewal option, and the term of the Original License Agreement is hereby renewed and extended through May 14, 2048, and further extended by an additional two (2) years, resulting in a revised expiration date of May 14, 2050, subject to all other terms and conditions of the Original License Agreement, as amended. The additional time granted under the Renewal period is intended to provide the Licensee the full benefit of the renewal option and to some extent, mitigate the inconvenience associated with the delays attributable to repair of the sea wall. Notwithstanding, there is no guarantee that the repairs will be completed within two (2) years.
4. The Parties acknowledge and agree that the timeline for completion of the seawall and dock repairs is dependent upon the City's compliance with applicable procurement requirements under Florida law, permitting approvals, contractor availability, funding, and construction conditions. While the City presently estimates that such repairs may take approximately twelve (12) months following contractor selection and execution of a construction agreement, such estimate is not a warranty or guarantee, and the City shall have no liability to Developer for delays attributable

to procurement processes, permitting, unforeseen conditions, contractor performance, force majeure, or other causes beyond the City's reasonable control.

5. Developer shall provide reasonable access to any exclusive or non-exclusive licensed areas as may be necessary for the City and its contractors to perform seawall and dock repair work and shall reasonably cooperate with the City in coordinating such access. The City shall endeavor to minimize disruption to Developer's operations; however, the Parties acknowledge that temporary interruptions or inconvenience may occur and are reasonably necessary to complete the repairs. The City shall not be liable to Developer for any such temporary interruptions or inconvenience arising from the performance of the work, except to the extent caused by the City's gross negligence or willful misconduct. Nothing herein shall be deemed a waiver of sovereign immunity in favor of the City.

Once the Day Dockage usage has been restored by the City, the Original License Agreement, as amended, shall resume under its existing terms and conditions, but shall not exceed the extended term of May 14, 2050.

6. In the event and to the extent of any conflict between the terms and conditions of this Amendment and the terms and conditions of the Original License Agreement, as amended, then, to the extent of such conflict, the terms and conditions of this Third Amendment shall supersede and prevail over any conflicting terms and conditions set forth in the Original License Agreement, as amended. As a condition to the effectiveness of this Agreement, Developer shall execute an Anti-Human Trafficking Affidavit and Affidavit of Foreign Concern.
7. Unless modified herein, all other terms and conditions of the Original License Agreement, and any amendments thereto, shall remain in full force and effect.

**[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]**

**[SIGNATURE PAGES FOLLOW]**

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

WITNESSES:

Miriam Civil  
[Witness type or print name]

Ashley K. Dixon  
[Witness type or print name]

**CITY OF FORT LAUDERDALE, a  
Florida municipal corporation**

By Dean Trantalis  
Dean Trantalis, Mayor

By Rickelle Williams  
Rickelle Williams, City Manager

ATTEST:

David R. Soloman  
David R. Soloman, City Clerk

Approved as to form and correctness:  
Shari L. McCartney City Attorney

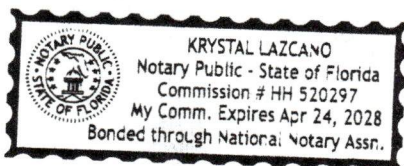
Lynn Solomon  
Lynn Solomon, Asst. City Attorney

STATE OF FLORIDA:  
COUNTY OF BROWARD:

The foregoing instrument was acknowledged before by means of ☒ physical presence or ☐ online notarization, this 30 day of March, 2026, by Dean Trantalis, as Mayor of the CITY OF FORT LAUDERDALE, a Florida municipal corporation. He is personally known to me.

(SEAL)

Krystal Lazcano  
Notary Public, State of Florida

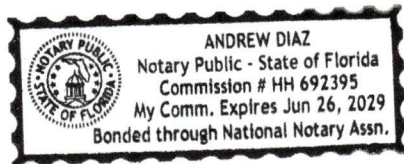


Krystal Lazcano  
Name of Notary Typed, Printed or Stamped

STATE OF FLORIDA:  
COUNTY OF BROWARD:

The foregoing instrument was acknowledged before by means of ☒ physical presence or ☐ online notarization, this 23<sup>rd</sup> day of March, 2026, by Rickelle Williams, City Manager of the CITY OF FORT LAUDERDALE, a municipal corporation of Florida. She is personally known to me

(SEAL)



Andrew Diaz  
Notary Public, State of Florida

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

WITNESSES:

Dale Reed

Dale Reed

Print Name

Kristina M. Schiraldi

Kristina M. Schiraldi

Print Name

DEVELOPER

LAS OLAS RIVERFRONT, LP a  
Delaware Limited Partnership

By [Signature]

Name/Title: Manager

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 this March, 2026, by Dev Mohani, as Manager of the Las Olas Riverfront LP, a Delaware limited partnership, who is personally known to me or has produced \_\_\_\_\_ (state) driver's license or \_\_\_\_\_ as identification.

(SEAL)

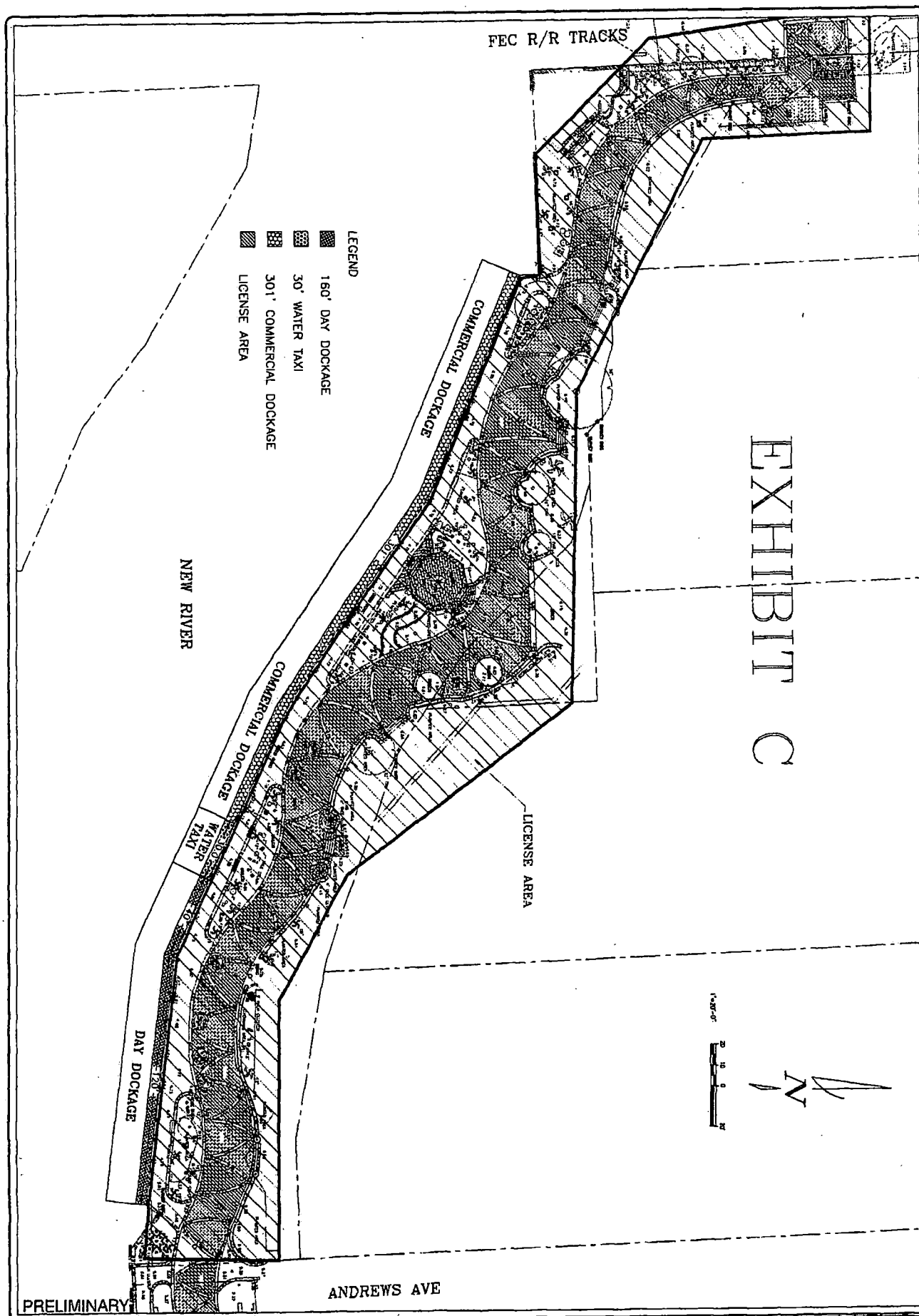


Kristina M. Schiraldi

Notary Public, State of Florida

Kristina M. Schiraldi

Name of Notary Typed, Printed or  
Stamped



| SHEET NO.<br><b>1</b>                              | PROJECT # P-22222<br><b>EXHIBIT C</b><br>160' DOCK SPACE<br>BETWEEN R/R TRACKS AND ANDREWS AVE | REVISIONS<br><table border="1"> <tr> <th>NO.</th> <th>DAYS</th> <th>BY</th> <th>CHKD</th> <th>DESCRIPTION</th> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> </tr> </table> |      |    |      | NO.         | DAYS | BY | CHKD | DESCRIPTION |  |  |  |  |  |  |  |  |  |  | CITY OF FORT LAUDERDALE<br>PUBLIC WORKS DEPARTMENT<br>ENGINEERING & ARCHITECTURE | DRAWN BY: CH<br>DATE: 8/12/2014 |
|----------------------------------------------------|------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------|----|------|-------------|------|----|------|-------------|--|--|--|--|--|--|--|--|--|--|----------------------------------------------------------------------------------|---------------------------------|
|                                                    |                                                                                                | NO.                                                                                                                                                                                                                                                               | DAYS | BY | CHKD | DESCRIPTION |      |    |      |             |  |  |  |  |  |  |  |  |  |  |                                                                                  |                                 |
|                                                    |                                                                                                |                                                                                                                                                                                                                                                                   |      |    |      |             |      |    |      |             |  |  |  |  |  |  |  |  |  |  |                                                                                  |                                 |
|                                                    |                                                                                                |                                                                                                                                                                                                                                                                   |      |    |      |             |      |    |      |             |  |  |  |  |  |  |  |  |  |  |                                                                                  |                                 |
| CHECKED BY: CH<br>SCALE: 1"=30'<br>DESIGNED BY: MD |                                                                                                |                                                                                                                                                                                                                                                                   |      |    |      |             |      |    |      |             |  |  |  |  |  |  |  |  |  |  |                                                                                  |                                 |

## Affidavit of Compliance with Foreign Entity Laws

The undersigned, on behalf of the entity listed below ("Entity"), hereby attests under penalty of perjury as follows:

1. Entity is not owned by the government of a foreign country of concern as defined in Section 287.138, Florida Statutes. (Source: § 287.138(2)(a), Florida Statutes)
2. The government of a foreign country of concern does not have a controlling interest in Entity. (Source: § 287.138(2)(b), Florida Statutes)
3. Entity is not organized under the laws of, and does not have a principal place of business in, a foreign country of concern. (Source: § 287.138(2)(c), Florida Statutes)
4. Entity is not owned or controlled by the government of a foreign country of concern, as defined in Section 692.201, Florida Statutes. (Source: § 288.007(2), Florida Statutes)
5. Entity is not a partnership, association, corporation, organization, or other combination of persons organized under the laws of or having its principal place of business in a foreign country of concern, as defined in Section 692.201, Florida Statutes, or a subsidiary of such entity. (Source: § 288.007(2), Florida Statutes)
6. Entity is not a foreign principal, as defined in Section 692.201, Florida Statutes. (Source: § 692.202(5)(a)(1), Florida Statutes)
7. Entity is in compliance with all applicable requirements of Sections 692.202, 692.203, and 692.204, Florida Statutes.
8. (*Only applicable if purchasing real property*) Entity is not a foreign principal prohibited from purchasing the subject real property. Entity is either (a) not a person or entity described in Section 692.204(1)(a), Florida Statutes, or (b) authorized under Section 692.204(2), Florida Statutes, to purchase the subject property. Entity is in compliance with the requirements of Section 692.204, Florida Statutes. (Source: §§ 692.203(6)(a), 692.204(6)(a), Florida Statutes)
9. The undersigned is authorized to execute this affidavit on behalf of Entity.

Date: March 9, 2026 Signed: [Signature]

Entity: Las Olas Riverfront, LP Name: Dev Motwani

Title: Manager

STATE OF FLORIDA  
COUNTY OF BROWARD

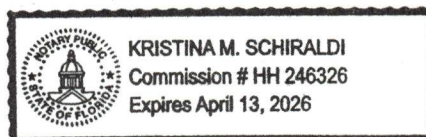
The foregoing instrument was acknowledged before me, by means of ☒ physical presence or ☐ online notarization, this 9th day of March, 2026, by Dev Motwani, as Manager for Las Olas Riverfront, LP, who is personally known to me or who has produced \_\_\_\_\_ as identification.

Notary Public Signature: Kristina M. Schiraldi

State of Florida at Large (Seal)

Print Name: Kristina M. Schiraldi

My commission expires: April 13, 2026



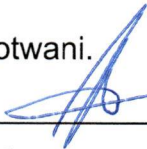
## AFFIDAVIT

The undersigned, on behalf of Las Olas Riverfront, LP, a Delaware (*State*) limited partnership (*Type of Entity*), ("Nongovernmental Entity"), under penalty of perjury, hereby deposes and says:

1. My name is Dev Motwani.
2. I am an officer or authorized representative of the Nongovernmental Entity.
3. I attest that the Nongovernmental Entity does not use coercion for labor or services as defined in Section 787.06, Florida Statutes (2023), as may be amended or revised.

Under penalties of perjury, I declare I have read the foregoing Affidavit and that the facts stated are true.

Name of Officer: Dev Motwani. Title: Manager

Signature of Officer:  \_\_\_\_\_

Office Address: 17 NE 4<sup>th</sup> ST, Fort Lauderdale, FL 33301

Email Address: [dev@merrimacventures.com](mailto:dev@merrimacventures.com) Main Phone Number: 954-522-6556

FEIN No. 4/5 -2 /3 /7 /6 /4 /9 /7

OR

Name of Representative: \_\_\_\_\_ Title: \_\_\_\_\_

Signature of Representative: \_\_\_\_\_

Office Address: \_\_\_\_\_

Email Address: \_\_\_\_\_ Main Phone Number: \_\_\_\_\_

FEIN No. \_/\_ - \_/\_/\_/\_/\_/\_/\_/\_