

PLAN OF CONVERSION

The following Plan of Conversion is submitted in compliance with Sections 620.2102 and 620.2103 of the Florida Uniform Limited Partnership Act:

1. The name, form and jurisdiction of the organization **before conversion** is:

KT SEABREEZE ATLANTIC LP,
a Florida limited partnership (the "Partnership")

2. The name, form and jurisdiction of the organization **after conversion** is:

KT SEABREEZE ATLANTIC LLC,
a Florida limited liability company (the "LLC")

3. Upon the conversion becoming effective, the LLC shall be governed by the terms and provisions of the Florida Revised Limited Liability Company Act.
4. The terms and conditions of the conversion, including the manner and basis for converting interests in the converting organization into any combination of interests, shares, obligations, securities, cash, rights, or any other consideration money, interests in the converted organization, and other consideration are as follows:

Each ownership interest in the Partnership, shall be converted into one (1) membership interest in the LLC, such that the holder of one hundred percent (100%) of the issued and outstanding ownership interests in the Partnership before the conversion, will hold one hundred percent (100%) of the membership units after the conversion. The limited partner shall be the sole member of the LLC.

5. A copy of the Articles of Organization for KT Seabreeze Atlantic LLC, in the form attached hereto as Exhibit A, shall be filed with the Florida Department of State. The Articles of Organization, the Articles of Conversion, and the Plan of Conversion were approved and adopted by the general partner and the holder of a majority of the issued and outstanding limited partnership interests of the Partnership, by written consent effective as of May 19, 2021.
6. The conversion shall become effective upon filing of the Certificate of Conversion with the Secretary of State of Florida.
7. This Plan may be amended at any time prior to the effective date of the conversion upon the express written consent of the limited partner of the Partnership.
8. The signature of William Johnson or Ryan Mosher, each a manager of The Kolter Group LLC, which is the manager of the General Partner of the Partnership to be converted, on this Plan of Conversion and on any documents and instruments executed in connection therewith or pursuant thereto shall be conclusive evidence of their authority to execute and deliver such instruments or documents.

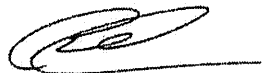
[Signature page to follow]

IN WITNESS WHEREOF, this Plan of Conversion is effective as of the 19th day of May, 2021.

GENERAL PARTNER:

KT SEABREEZE ATLANTIC GP LLC

By: The Kolter Group LLC, its Manager

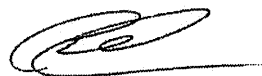
By: 

Ryan Mosher, Manager

LIMITED PARTNER:

KT HOLDCO LLC

By: The Kolter Group LLC, its Manager

By: 

Ryan Mosher, Manager

Exhibit A

Certificate of Formation of KT Seabreeze Atlantic LLC

[attached]

**CERTIFICATE AS TO THE RESOLUTIONS OF
THE GENERAL PARTNER OF
KT SEABREEZE ATLANTIC LP**

THE UNDERSIGNED, being the General Partner of KT SEABREEZE ATLANTIC LP (the "Partnership"), does hereby certify that the following is a true and complete copy of a Resolution adopted by the General Partner of said Partnership which Resolution has not been revoked, rescinded, cancelled or modified and remains in full force and effect.

RESOLVED, that the Partnership shall execute all contracts, documents, purchase agreements, affidavits, deeds, settlement statements, agreements, instruments and all necessary papers and documents in connection with the leasing, acquisitions, development, and disposition of real property for sale; and

IT IS FURTHER RESOVLED, that the following individual acting on behalf of the Partnership is authorized, empowered and directed to do singly, all such further acts, and execute and deliver all such contracts, closing documents, settlement statements, purchase and sale agreements, papers, leases, documents, instruments, and agreements and otherwise take any action as may be necessary or appropriate in connection with the aforesaid resolution:

Gavin Thomas

Authorized Signatory

AND BE IT FURTHER RESOLVED, that all actions heretofore taken by the foregoing person and all things done by this authority with respect to the foregoing resolution, and the actions contemplated thereby, are hereby agreed to, ratified, approved and adopted.

CERTIFIED that the Partnership Agreement of the Partnership does not impair or restrict the Partnership's ability to execute and deliver the documents required to hereunder.

IN WITNESS WHEREOF, this written consent is made effective as of the 23rd day of April, 2021.

KT SEABREEZE ATLANTIC LP

By: KT SEABREEZE ATLANTIC GP LLC
Its: General Partner

By: The Kolter Group LLC
Its: Manager

By: _____

Ryan Mosher, Manager

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 23 day of April, 2021, by Ryan Mosher, who is personally known _____ OR has produced _____ as identification.

Name: _____

My Commission Expires: 4/17/23



This instrument prepared by:
Shari Wallen, Esq.
Assistant City Attorney
City of Fort Lauderdale
100 North Andrews Avenue
Fort Lauderdale, FL 33301

REVOCABLE LICENSE

THIS IS A REVOCABLE LICENSE granted this 24th day of January, 2023 by and between:

CITY OF FORT LAUDERDALE, a Florida municipal corporation, 100 North Andrews Avenue, Fort Lauderdale, FL 33301 (hereinafter "CITY")

and

KT Seabreeze Atlantic LLC, a Florida limited liability company authorized to conduct business in the State of Florida, FEI/EIN Number 82-2501582, whose mailing address is 105 NE 1st St, Delray Beach, FL 33444, its successors and assigns (hereinafter, "LICENSEE")

WHEREAS, LICENSEE is the fee simple owner of the Property located at 151 & 153 North Seabreeze Boulevard in the City of Fort Lauderdale, Florida, as more particularly described in **Exhibit "A"** attached hereto and made a part hereof (hereinafter, "Property"); and

WHEREAS, the Property is the real property upon which Licensee proposes to develop a mixed use development project known as "Selene Condominiums", approved by the City on October 6, 2020 pursuant to DRC Case No. PDD19001, as may be amended from time to time (the "Development Project"); and

WHEREAS, in order to construct the Development Project, LICENSEE indicates it is necessary that certain limited construction activities and precautions take place, in part, within the public right-of-way abutting the Property; and

WHEREAS, LICENSEE indicates that to best ensure the public's safety during the construction period and to control construction access to the Property, it is necessary to temporarily close to pedestrians and vehicles portions of the rights-of-way adjacent to the project which are more particularly described in **Exhibit "B"** attached hereto and incorporated herein; and

WHEREAS, LICENSEE is desirous of securing a Revocable License for the temporary closure of such portions of rights of way; and

Revocable License
Licensee: KT Seabreeze Atlantic LLC, a Florida limited liability company

WHEREAS, on May 19, 2022, under Case No. PLN-PROW-22040001, the CITY's Property and Right of Way Committee considered and recommended approval of LICENSEE's application for a Revocable License and Maintenance of Traffic Plan involving a temporary closure of the License Area which is more particularly described in **Exhibit "B"** hereto; and

WHEREAS, the City Commission of the City of Fort Lauderdale, by Motion on January 24, 2023, authorized the execution of this Revocable License by the proper 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. **Defined Terms.** The following terms, as used and referred to herein, shall have the meanings set forth below, unless the context indicates otherwise.

Building means the building located on the Property.

City Code or Code means the Code of Ordinances of the City of Fort Lauderdale as amended from time to time.

City Engineer shall mean the CITY'S Land Development Manager, Urban Design & Development, Development Services Department.

City Manager means CITY's Chief Executive Officer, its City Manager, or his or her designee.

Contract Administrator means the City Engineer, or his or her designee. In the administration of this agreement, as contrasted with matters of policy, all parties may rely upon instructions or determinations made by the Contract Administrator.

Day(s) means in computing any period of time expressed in day(s) in this Revocable License, the day of the act, event, or default from which the designated period of time begins to run shall not be included. The last day of the period so computed shall be included unless it is a Saturday, Sunday, or legal holiday, in which event the period shall run until the end of the next day which is neither a Saturday, Sunday or legal holiday. When the period of time prescribed or allowed is less than seven (7) days, intermediate Saturdays, Sundays, and legal holidays shall be excluded in the computation.

Development Project means the construction of a mixed-use development consisting of 196 multi-family residential units and 5,615 square feet of ground floor restaurant and retail space with structured parking for 480 parking spaces contained in two 27-story, 313' high buildings with a total gross floor area of 735,027 square feet, approved on October 6, 2020 pursuant to DRC Case No. PDD19001, and as amended on July 5, 2022 by Administrative Review Case No. A21031.

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The Development Project is known by the name "Selene Condominiums" and has a street address of 151 & 153 North Seabreeze Boulevard.

Effective Date means the date upon which both (i) the Maintenance of Traffic (MOT) Permit is issued and (ii) the fully executed version of the Revocable License is recorded in the Public Records of Broward County, Florida. No work can commence under the Revocable License until the Effective Date.

Florida Building Code means The Florida Building Code adopted pursuant to Chapter 553, Florida Statutes and includes any amendments thereto.

License Area means the area depicted within the Sketch and Legal Descriptions set forth in **Exhibit "B"** attached hereto.

LICENSEE means **KT Seabreeze Atlantic LLC**, a Florida limited liability company, whose mailing address is 105 NE 1st St, Delray Beach, FL 33444, its successors and assignees, the fee simple owner of the Property.

Permit means the Building Permit BLD-CNC-21100001 not yet issued by the Building Official pursuant to The Florida Building Code, as amended for Broward County thereto or the Engineering Permit ENG-MOT-22020006 not yet issued by the Office of the City Engineer.

Person means any individual, firm, partnership (general or limited), corporation, company, association, joint venture, joint stock association, estate, trust, business trust, cooperative, limited liability corporation, limited liability partnership, limited liability company or association, or body politic, including any heir, executor, administrator, trustee, receiver, successor or assignee or other person acting in a similar representative capacity for or on behalf of such Person.

Plans and Specifications means the plans, specifications, drawings, details, and survey for the temporary closure within the License Area during the term of the Revocable License, which such plans, specifications, drawings, details, etc. are on file in the Office of the City Engineer.

Property means the real property owned by the LICENSEE and as described in **Exhibit "A"** attached hereto and made a part hereof.

Staging and Storage of Materials or Equipment means the placement of materials or equipment or parking of vehicles within the License Area for the purpose of and while actually engaged in the act of loading or off-loading materials or equipment from a vehicle.

ULDR means the City of Fort Lauderdale's Unified Land Development Regulations.

3. **Revocable License.** From the Effective Date hereof, the CITY grants unto the LICENSEE a revocable license ("Revocable License") for the nonexclusive temporary closure within the License Area during the term of the license at LICENSEE'S sole cost and expense, subject to the terms and conditions contained in this Revocable License. The *Staging and Storage of Materials or Equipment* is permitted for no more than two (2) hours each time, only for

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deliveries, loading, and off-loading of materials or equipment. No other uses are permitted by this Revocable License.

4. **Term.**

4.1 This Agreement shall automatically terminate twenty-four (24) months after the effective date unless it is extended in accordance with the terms of this Agreement. LICENSEE may temporarily close a portion of the rights-of-way of as set forth below as follows:

The temporary closure is authorized as a safety measure for pedestrians due to site access constraints and the high volume of material deliveries generated by a project of this size. The proposed closure is described below and graphically shown in the "License Area", attached as **Exhibit "B"**, and the "Detour Plan", attached as **Exhibit "C"**.

- ☐ The proposed License Area on Exhibit "B" will not displace any on-street metered public parking spaces.
- ☐ The proposed MOT plan does not appear to present any conflicts with the other construction projects in this area.

4.1.1 **Closure:** Alhambra Street and Sebastian Street – Twenty-Four (24) Month Duration.

(a) **Boundary of closure:** The southern 14.00' to 18.00' of Alhambra Street, including a portion of the eastbound sidewalk, and the northern 8.87' to 12.13' of Sebastian Street, including the westbound sidewalk adjacent to the Property, all as more particularly shown and described in **Exhibit "B"** ("License Area"). The proposed temporary traffic plan will close the existing 5' to 10' width sidewalks and on-street parallel parking stalls abutting the Property. Two-way vehicular travel will be maintained on Alhambra Street and Sebastian Street via the existing travel lanes. Pedestrians will be re-routed to the north side of Alhambra Street and to the south side of Sebastian Street at the intersections with North Birch Road and designated crosswalks at the intersections with North Seabreeze Boulevard as shown in **Exhibit "C"** ("Detour Plan").

(b) **Duration:** Twenty-Four (24) months, unless terminated sooner or suspended pursuant to provisions 4.4, 4.5, 4.6, 4.7, or 4.8 hereof. This closure period shall commence upon the Effective Date and the issuance of the MOT Permit. The City Manager shall have the authority, upon written request by LICENSEE, to extend the term of this closure by not more than four (4) thirty (30) day periods beyond the period set forth in this subsection. Requests for extensions must be made at least two (2) weeks prior to the expiration date of this closure.

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The City Manager shall have the authority, upon written request by LICENSEE, to extend the term of this LICENSEE agreement for delays beyond the reasonable control of the LICENSEE, including, without limitation, Acts of Nature such as fire, flood, earthquake, storm, hurricane or other natural disaster or a pandemic or epidemic. The LICENSEE must give notice of the force majeure event to the Contract Administrator promptly thereafter but no later than five (5) days after its occurrence, in which written explanation shall describe circumstances of the force majeure event and resulting hardship.

4.2 As to the extent and duration of the Closure Area and notwithstanding the foregoing, the City Engineer, in its sole discretion, will determine whether to close the sidewalk and vehicular lane and the duration of the closure after consideration of such matters as site conditions, construction operations, pedestrian and vehicular circulation, feasibility of alternative means of pedestrian and vehicular access and pathways and such other aspects of this Project as the City Engineer deems necessary and appropriate.

4.3 The rights-of-way or sidewalk shall not be closed prior to the Effective Date of this Revocable License.

4.4 In the event that the City Commission determines that the Revocable License for the License Area granted herein or the actions of the LICENSEE or any of its agents, servants, employees, guests or invitees or the agents, servants, employees, guests or invitees of any of the LICENSEE's contractors, subcontractors or independent contractors shall (a) ever conflict with a municipal interest of the CITY or public, or (b) at any time the CITY requires the use of the above-mentioned License Area or publicly dedicated thoroughfare for a conflicting municipal purpose or (c) determines that continuation of the License for any of the License Area granted herein is no longer in the best interest of the public, 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 upon fifteen (15) days' advanced written notice to the LICENSEE.

4.5 In the event LICENSEE is (a) in violation of any material term or condition of this Revocable License, as reasonably determined by the City Manager, or (b) 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 municipal interest of the CITY or the public, or (c) at any time the CITY requires the use of the above mentioned License Area or adjacent publicly dedicated thoroughfare(s) for a conflicting municipal purpose, or (d) continuation of the License granted herein as to the respective License Area is no longer in the best interest of the public, 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 to the respective License Area may be temporarily revoked or suspended by the City Manager for a period not exceeding fourteen (14) days, at the end of which period the City Commission shall consider termination of the License granted herein.

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4.6 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 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 11, 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.

4.7 This Revocable License as to the License Area may also be revoked or terminated pursuant to the terms of Section 21.2.1.

5. **Conditions.** The Revocable License granted herein is subject to compliance with the following conditions which the Licensee must comply with:

5.1 No temporary closure shall commence prior to the issuance of the required Permits as determined by City staff.

5.2 To the extent required by law, no placement, installation or construction within the License Area shall be commenced prior to issuance of the required Permits (as determined by City staff).

5.3 Any necessary or required signing and pavement markings are to be placed in accordance with the latest edition of the Federal Highway Administration's Manual on Uniform Traffic Control Devices, the Florida Department of Transportation's (FDOT's) Standard Specifications for Road and Bridge Construction and their Design Standards and the Development Project's Plans and Specifications (which are approved with all the necessary city permits). In the event of conflict, the Contract Administrator shall proscribe which standard, specification or detail shall supersede or prevail.

5.4 For sign details, use the Manual on "Standard Highway Signs", published by the U.S. Department of Transportation, Federal Highway Administration, 1979.

5.5 LICENSEE shall exercise caution in the construction access and staging and installation of post mounted signs in order to prevent possible damage to underground utilities.

5.6 For nighttime closures, LICENSEE shall use Type "A" Flashing Warning Lights on barricades supporting signs and closing sidewalks and Type "C" steady-burn lights on channelizing devices separating the work area from vehicular traffic shall be used, as required by the Office of the City Engineer.

5.7 Post mounted signs located near or adjacent to a sidewalk shall have a seven foot (7') minimum clearance from the bottom of the sign to the sidewalk, as required by the Office of the City Engineer.

5.8 Traffic control shall be in accordance with all relevant indices for traffic control through work zones FDOT Index Nos. 600 through 670.

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5.9 LICENSEE shall be responsible for conducting due diligence to identify potential utility conflicts, performing field verifications, making all utility notifications and obtaining all utility locations and clearances prior to performing any excavation work, including for the installation of signs and fence posts.

5.10 Any damage to existing pavement or to any publicly owned property or rights-of-way, including public sidewalk areas within License Area, caused by the temporary closure shall be repaired to the satisfaction of the Office of City Engineer and the cost of such repairs shall be borne by LICENSEE.

5.11 Prior to the termination of the License Agreement, LICENSEE shall mill and surface the roadway within License Area, if any, as provided in Section 10.1.3 hereof. If the roadway is damaged, the roadway must be repaired and restored to a condition equal or better than that existing prior to commencement of the License Agreement.

5.12 All damage caused by LICENSEE or its contractors or subcontractors to any elements or publicly owned property such as pavement, curbs, sidewalks, signs, markings, landscaping, trees, irrigation, parking meters, light poles, and any other property within the public rights of way or License Area shall be repaired or restored by LICENSEE at its sole cost and expense to a condition equal to or better than that existing prior to commencement of this License Agreement.

5.13 LICENSEE shall utilize off-duty City of Fort Lauderdale police officers for traffic control as required by the City Manager, if circumstances warrant, as determined in the City Manager's discretion.

5.14 Storage of construction materials or equipment shall not be permitted within the License Area or any of the public rights-of-way. Staging of Materials and Equipment and the use of cranes in the License Area is strictly prohibited. Vehicles may only be parked in the License Area for no more than two (2) hours.

5.15 Storage of dumpsters and debris shall be limited to the Property and shall not be stored, placed or collected within the License Area or any of the public rights-of-way.

5.16 When vehicles in a parking zone block the line of sight to TCZ (Traffic Control Through Work Zone) signs or when TCZ signs encroach on a normal pedestrian walkway, the signs shall be barricade mounted and located in accordance with FDOT Index No. 17302.

5.17 The MOT Plan shall be on file in the Office of the City Engineer and LICENSEE shall proceed with the work permitted by the City in accordance with the MOT Plan after the Effective Date hereof has been attained. The terms and conditions of this Revocable License are hereby incorporated into the MOT Plan and the Master Permit.

5.17.1 LICENSEE shall provide CITY with twenty-four (24) hour access to the Property and License Area. Access shall be provided via Knox box(es) located as approved by the Contract Administrator.

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5.18 LICENSEE shall use its best efforts to ensure that structural concrete pours, if any, do not interfere with rush hour traffic during the hours of 8:00AM to 9:30 AM and 4:00PM to 6:30 PM, Monday through Friday, except legal holidays recognized by the CITY.

5.19 It shall be the responsibility of LICENSEE to employ flagmen on high activity days to direct traffic in and out of the Project site to avoid disruption of traffic and to promote public safety. Flagmen may also be required to be employed by LICENSEE as determined by Contract Administrator.

5.20 A full-time site clerk will be in the Development Project office to receive and direct inquiries to the correct party for a response.

5.21 A truck wash/street cleaner will be employed when needed, as determined by the Contract Administrator, to maintain the streets utilized by construction vehicles.

5.22 If needed, as determined by the Contract Administrator, LICENSEE shall provide labor to clean surrounding streets of dirt and debris.

5.23 Except as provided in Section 3, all material or equipment deliveries shall be placed within the boundaries of the Property, inside the perimeter fencing for the Property, for off-loading to avoid conflicts with pedestrian or vehicular traffic.

5.24 All signage will be set up in accordance with TA20 (Typical Application 20) of the MUTCD (Manual of Uniform Traffic Control Devices) and continuously monitored through the day to ensure compliance.

5.25 Violation of any of the conditions of this Revocable License, Staging/Dust Control Plan or MOT Plan shall result in a suspension of building or engineering inspections under the Building Permits or Engineering Permits issued in conjunction with this Development Project and the development of the Property until such violations have been brought into compliance. LICENSEE waives all right, title and interest in continuation of building and engineering inspections while such violations continue to exist.

5.25.1 A fine of \$1,000.00 per day may be imposed for violations of any of the terms or conditions of this Agreement.

5.25.2 LICENSEE shall provide on-site parking for all personnel working on the Project Site. However, in the event LICENSEE is unable to supply on-site parking facilities sufficient to park all the vehicles of all personnel working the Project Site during the construction of the Development Project, then LICENSEE shall establish remote off-site parking facilities sufficient to park the vehicles of all personnel working the Project Site during the construction of the Development Project, which such off-site parking facilities shall be approved by the Development Services Department, who shall consult with the Director of Transportation and Mobility in the event the off-site parking facility is a public parking facility owned or operated by the City of Fort Lauderdale. All personnel

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working the Development Project shall park their vehicles in either the on-site or off-site parking facilities supplied pursuant to this License.

5.25.3 In the event it is necessary for LICENSEE to establish remote off-site parking facilities, then LICENSEE shall supply a tram, jitney or other transportation service to transport the personnel working the Project Site from the remote off-site parking facility or facilities to the Property, if the off-site parking facility is outside a three (3) block radius from the Property.

5.26 LICENSEE shall mail written notice of the closures at least ten (10) days in advance of the closures to the Condominium Associations and residential neighborhood associations officially recognized by the City within a five hundred (500) foot radius of the License Area. Written notification from LICENSEE shall include a weblink to the City's GIS 'LauderStreet Map' webpage for Maintenance of Traffic Plans, which features location-specific information on each closure such as purpose, duration of the closure and in many cases, detour information: <https://gis.fortlauderdale.gov/lauderstreet/>. Each written notification to residential neighborhood associations and the Condominium Associations, officially recognized by the City must be sent via certified mail and the LICENSEE must obtain a USPS Certified Mail Receipt, a copy of which shall be forwarded by the LICENSEE as proof of mailing to the Contract Administrator promptly thereafter, but no later than five (5) days in advance of the closures.

5.27 LICENSEE shall send written notice by regular U.S. Mail of the closures at least ten (10) days in advance of the closures to all business owners and residential property owners¹ within the area described in 5.27.1 below. Written notification from LICENSEE shall include a weblink to the City's GIS 'LauderStreet Map' webpage for Maintenance of Traffic Plans, which features location-specific information on each closure such as purpose, duration of the closure and in many cases, detour information: <https://gis.fortlauderdale.gov/lauderstreet/>. LICENSEE shall provide a notarized affidavit to the Contract Administrator as evidence that regular mail was sent to the business owners and residential property owners.

5.27.1 The area for notice referenced in 5.27 above shall be an area within a five hundred (500) foot radius of the License Area.

6. **Termination for Convenience.** This Agreement may be terminated for convenience by the City Commission. Termination for convenience by the City Commission shall be effective thirty (30) days after written notice is sent to the Licensee.

7. **ADA.** LICENSEE shall have the continuing obligation of compliance with the Americans With Disabilities Act, as same may be amended from time to time, with respect to the Project as it is applicable.

8. **Condition of License Area.** LICENSEE accepts the License Area in an "AS IS" condition as of the Effective Date of this Revocable License. If LICENSEE finds any conditions

¹ As such "property owners" are found on the most recent Broward County Property Appraiser's records.

altered after an initial inspection of License Area, which have a material adverse effect on the Project, CITY should be notified immediately.

9. **Compliance with Regulations of Public Bodies.** LICENSEE shall, at its sole cost and expense maintain, repair and replace property within the License Area (if required by the City), and perform such acts and do such things as shall be lawfully required by any public body having jurisdiction over the License Area. Licensee must comply with health, safety and sanitary requirements, fire hazard requirements, zoning requirements, building code requirements, City of Fort Lauderdale Engineering Standards, Americans With Disabilities Act requirements, environmental requirements, City of Fort Lauderdale Code of Ordinances, City of Fort Lauderdale Unified Land Development Regulations, Broward County Code of Ordinances, Florida law, and any other applicable law requirements.

10. **No Property or Contract Right.** LICENSEE expressly acknowledges that pursuant to the terms hereof, it gains no property or contract right through this Revocable License to the continued possession, use, operation and maintenance of the Project within the License Area.

11. **Repairs and Maintenance.** LICENSEE shall not damage any property within the License Area. LICENSEE shall, at its own cost and expense, safely and securely maintain the License Area, and keep the License Area in clean and good condition, make repairs, and keep the License Area free of rubbish and other hazards. LICENSEE further covenants and agrees, to make or cause to be made any and all repairs or replacements, ordinary or extraordinary, structural or otherwise, necessary to maintain the License Area in its original condition at the time of the commencement of the License Term and to similarly maintain any property located within the License Area as originally installed or constructed during the term of the License. The City Engineer shall approve all repairs and replacements within the License Area, only if they comply with any applicable code requirements. When making such repairs, replacements and maintenance LICENSEE shall comply with all laws, ordinances, codes, regulations and State and CITY Engineering standards then in effect; provided, however, that LICENSEE shall only be responsible to make such repairs and replacements necessary to return the License Area to the original condition at the time of commencement of the License Agreement. The License Area shall be maintained in a neat and orderly appearance at all times.

11.1 **Restoration of Road Right-of-Way.**

11.1.1 LICENSEE shall submit evidence to the City Engineer to document conditions that existed prior to the commencement of the License Agreement. The evidence submitted which is subject to the approval of the City Engineer. Such evidence may include pictures, video, signed and sealed topographic surveys, other methods acceptable to the City Engineer or any combination thereof. Topographic features such as roadway surface, striping, signs, sidewalks, swale areas, driveways, curbing, parking meters, drainage inlets, valve covers, water meters, fire hydrants, utility access manholes/covers, landscaping, etc. shall be shown in sufficient detail such that the existing location and condition of each feature is clearly discernable.

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11.1.2 LICENSEE shall schedule a site visit with the City's Engineering Inspector to verify that said documentation adequately reflects the site conditions. Said documentation will remain on file with the Office of the City Engineer.

11.1.3 Upon completion of the Development Project, LICENSEE shall:

(a) Conduct a site review with the City's engineering inspector to determine if any disruption or damage has occurred to features within the public right-of-way surrounding the Development Project.

(b) Immediately restore any damage in those areas that is identified by the Engineering Inspector.

(c) Mill and resurface the asphalt roadway surface of and adjust any at-grade utilities within the License Area. The resurfacing shall be done regardless of whether any other repair work is required.

11.1.4 Pursuant to Chapter 25, Streets and Rights of Way, Article III, Rights of Way Administration, City Code of Ordinances, including, but not limited to the following:

§ 25-108	Rights of Way Restoration
§ 25-109	Protection of Facilities
§ 25-110	General obligations of permittees
§ 25-111	Enforcement of permit obligations
§ 25-112	Construction bond

LICENSEE shall obtain a separate permit from the City's Development Services Department prior to the Effective Date of this License Agreement. A bond in the amount of 100% of the construction value will be required for a period of one year.

11.1.5 An as-built survey signed and sealed by a professional surveyor and mapper shall be provided to the City Engineer at the completion of the Development Project to document all existing and new features within the public right-of-way.

12. **Emergencies.** If an emergency situation arises with respect to the License Area where the License Area or any condition thereof presents an imminent threat to the health or safety of Persons or property, the CITY shall make reasonable efforts to provide telephone or email notice to the LICENSEE's Contact Person. If, following that notice, LICENSEE fails to take timely action to correct the emergency situation, and allowing the emergency situation to continue would pose an imminent threat to health or safety to Persons or property, CITY may undertake such limited actions as are necessary to eliminate the emergency; and CITY shall be entitled to recover its reasonable costs of cure from LICENSEE in accordance with provisions hereof. For the purposes of this Paragraph, LICENSEE's Contact Person shall be **Gavin Thomas, KT Seabreeze Atlantic LLC**; cell phone number: **954-494-7836**; e-mail address: **gthomas@kolter.com**; and

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Licensee: KT Seabreeze Atlantic LLC, a Florida limited liability company

address: **105 NE 1st St, Delray Beach, FL 33444**. In the event the LICENSEE's Contact Person or any other information pertaining to the LICENSEE's Contact Person shall change, such change shall be provided to the CITY Engineer in writing within seven days of that change.

13. **Damage to Public Property.** LICENSEE shall be responsible for the cost of repair or replacement of any property that is damaged within the License Area and shall, at CITY'S option, make said repairs or reimburse CITY for the cost of same.

14. **Liens Against the License Area.** LICENSEE shall have no power or authority to incur any indebtedness giving a right to a lien of any kind or character upon the right, title or interest of CITY in and to the License Area, and no Person shall ever be entitled to any lien, directly or indirectly derived through or under the LICENSEE, or its agents, servants, employees, contractors or officers or on account of any act or omission of said LICENSEE as to the License Area. All Persons contracting with the LICENSEE, or furnishing materials, labor or services to said LICENSEE, or to its agents or servants, as well as all Persons shall be bound by this provision of the Revocable License. Should any such lien be filed, LICENSEE shall discharge the same within thirty (30) days thereafter, by paying the same or by filing a bond, or otherwise, as permitted by law. LICENSEE shall not be deemed to be the agent of CITY, so as to confer upon a laborer bestowing labor upon or within any of the License Area, or upon materialmen who furnish material incorporated in the construction and improvements upon the foregoing, a construction lien pursuant to Chapter 713, Florida Statutes (2022) or an equitable lien upon the CITY's right, title or interest in and to the Property or License Area. These provisions shall be deemed a notice under Section 713.10(1), Florida Statutes (2022) of the "non-liability" of the CITY.

15. **Removal.** Except as may otherwise be expressly provided herein, upon demand by the CITY for removal, LICENSEE shall at its own cost and expense, remove all personal property, materials, rubbish, or equipment, within the License Area and any components thereof, exclusive of utilities upon the expiration or termination of this License Agreement. If required by the CITY, LICENSEE shall restore the License Area to the condition(s) that existed prior to the commencement of this License Agreement. After the CITY's demand, if LICENSEE fails to remove all or any part of the personal property, materials, rubbish, or equipment within the License Area, exclusive of utilities or facilities permitted by the CITY to be constructed and installed, contemplated herein within fifteen (15) days after written demand by the CITY to do so, the CITY is hereby authorized to remove such personal property, materials, rubbish, or equipment and restore License Area to the condition that existed prior to the commencement of the License Agreement, and all costs associated with the removal and restoration thereof shall be fully reimbursed to CITY by LICENSEE within ten (10) days of written demand. Notwithstanding the foregoing, LICENSEE shall have the obligation of immediately removing any equipment or materials or temporary fencing within the License Area upon termination of this License Agreement, in the event LICENSEE fails to do so, CITY shall have the right to remove same, recouping the cost thereof from LICENSEE in the manner set forth herein.

16. **Damage and Destruction.** LICENSEE shall not by its possession, use, occupancy, operation, maintenance or repair of the License Area, cause damage to the License Area or to the adjacent real property or public rights-of-way. If during the term of this Revocable License

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Agreement any structures, fixtures or personal property within the License Area or adjacent public rights-of-way are damaged, destroyed or deteriorated in whole or in part by fire, casualty, obsolescence, failure to maintain or any other cause, and whether or not such destruction or damage is covered by any insurance policy on the Project, LICENSEE shall give to CITY immediate notice thereof, and LICENSEE shall:

(a) seek the necessary permits and approvals from CITY and any other regulatory agency with jurisdiction over the License Area or adjacent real property or adjacent public rights-of-way to repair, replace and rebuild the same or cause the same to be repaired, replaced or rebuilt as nearly as possible to their original condition; or

(b) to the extent that such destruction or damage affected the structures and improvements within the License Area or real property or public rights-of-way adjacent thereto, or any part thereof, if LICENSEE elects to remove such structures or personal property (exclusive of utilities facilities constructed and installed), or any part thereof, LICENSEE shall seek the necessary permits and approvals from CITY and any other regulatory agency with jurisdiction over the subject matter to promptly remove or demolish said structures and improvements and restore the License Area as nearly as possible to its original condition.

All such repair, restructure and replacement shall be hereafter referred to as "Restoration". The cost of Restoration shall be paid solely by LICENSEE.

17. **License, not Lease.** It is acknowledged and stipulated by and between the parties hereto that this Revocable License shall not be deemed a lease of the License Area by CITY but rather a License granted to LICENSEE by CITY for the nonexclusive possession, use, occupancy, operation, maintenance and repair of the License Area for the conduct of the Project under the terms and conditions stated herein, such terms and conditions including termination of the License in the manner set forth herein. LICENSEE acknowledges and understands the provisions of § 8.05 and 8.09 of the CITY Charter with respect to Leases.

18. **Indemnity.**

18.1 LICENSEE shall protect, defend, indemnify and hold harmless the CITY, its officers, its elected officials, contractors, employees, volunteers, and agents from and against any and all lawsuits, penalties, damages, settlements, judgments, decrees, costs, charges and other expenses including reasonable attorney's fees or liabilities of every kind, nature or degree arising out of or in connection with this Agreement or in connection with the actions, inactions, rights, responsibilities and obligations of LICENSEE under this Revocable License (collectively, "Claims"), conditions contained in the License Area, the location, construction, repair, removal, demolition, maintenance, use or occupancy of the License Area, or the breach or default by LICENSEE of any covenant or provision of this Revocable License, arising out of or resulting from any act(s) or omission(s) of the LICENSEE, its officers, agents, employees, contractors, or subcontractors. Without limiting the foregoing, any and all such claims, suits, causes of action relating to personal injury, death, damage to property, defects in construction, rehabilitation,

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operation, maintenance, repair or restoration of the License Area or Property, alleged infringement of any patents, trademarks, copyrights or of any other tangible or intangible personal or real property right, or any actual or alleged violation of any applicable statute, ordinance, administrative order, rule or regulation or decree of any court, is included in the indemnity. Except the LICENSEE shall not be responsible for the intentional torts or gross negligence of the CITY, its officers, agents and employees acting within the course and scope of their employment.

18.2 LICENSEE further agrees to investigate, handle, respond to, provide defense for, and defend any such Claims at its sole expense and agrees to bear all other costs and expenses related thereto even if the claim is groundless, false or fraudulent and if called upon by the CITY, LICENSEE shall assume and defend not only itself but also the CITY in connection with any Claims, suits, or causes of action, and any such defense shall be at no cost or expense whatsoever to CITY, provided that the CITY (exercisable by the CITY's Risk Manager) shall retain the right to select counsel of its own choosing. The indemnification obligations set forth herein shall survive termination of this Revocable License for a period coincident with the statute of limitations period applicable to the offending act, omission or default.

19. **Insurance.** At all times during the term of this Revocable License Agreement, LICENSEE, at its expense, shall keep or cause to be kept in effect the following insurance coverages:

(a) A general liability insurance policy, in standard form, insuring LICENSEE and CITY as an additional insured, against any and all liability for bodily injury or property damage arising out of or in connection with this Revocable License and the license granted herein with a policy limit of not less than One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) general aggregate and shall name the CITY as an additional insured. All such policies shall cover the Project activities and the possession, use, occupancy and maintenance of the License Area. This policy shall not be affected by any other insurance carried by CITY.

(b) Workers' Compensation Insurance to apply to all LICENSEE's employees and employees of contractors retained by LICENSEE for the Project, said coverage to be in compliance with the "Workers' Compensation Law" of the State of Florida and all applicable federal laws. In addition, the policy(ies) shall include Employers Liability with a limit of One Hundred Thousand Dollars (\$100,000.00) for each accident.

(c) Business Automobile Liability for all vehicles owned by LICENSEE and LICENSEE's contractors that are involved in the operation of the Project with limits of Three Hundred Thousand Dollars (\$300,000.00) per occurrence, combined single limit for Bodily Injury Liability and Property Damage Liability.

(d) All of the policies of insurance provided for in this Revocable License:

(i) shall be in the form and substance approved by the Florida Office of Insurance Regulation ("FOIR"); and

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- (ii) shall be issued only by companies licensed by FOIR; and
- (iii) Certificates of Insurance pertaining to same shall be delivered to CITY, at least fourteen (14) days prior to the commencement of the License Term; and
- (iv) shall be with a carrier having an A Best's Rating of not less than A, Class VII; and
- (v) shall bear endorsements showing the receipt by the respective companies of the premiums thereon or shall be accompanied by other evidence of payment of such premiums to the insurance companies, including evidence of current annual payment, if on any installment payment basis; and
- (vi) shall provide that they may not be canceled by the insurer for thirty (30) days after service of notice of the proposed cancellation upon CITY and shall not be invalidated as to the interest of CITY by any act, omission or neglect of LICENSEE; and
- (vii) The insurance coverage under subparagraphs (a) and (c) above shall be for a period coincident with the applicable indemnification obligations set forth above.

(e) In any case where the original policy of any such Insurance shall be delivered to LICENSEE, a duplicated original of such policy shall thereupon be delivered to CITY. All insurance policies shall be renewed by LICENSEE, and certificates evidencing such renewals, bearing endorsements or accompanied by other evidence of the receipt by the respective insurance companies of the premiums thereon, shall be delivered to CITY, at least twenty (20) days prior to their respective expiration dates.

(f) CITY does not in any way represent that the types and amounts of insurance required hereunder are sufficient or adequate to protect LICENSEE's or Contractor's interests or liabilities but are merely minimum requirements established by CITY's Risk Management Division. CITY reserves the right to require any other insurance coverages that CITY deems necessary depending upon the risk of loss and exposure to liability.

20. Special Exception. It is agreed that this Revocable License is granted to LICENSEE for LICENSEE'S benefit, is a special exception to the City's general policy and it is stipulated between the parties that this Revocable License shall be construed most strictly in favor of the CITY and against LICENSEE.

21. Remedies of CITY.

21.1 In the event the LICENSEE fails to perform or violates any of the terms or conditions of this Revocable License or is in breach or default in any term or condition hereof,

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CITY shall send written notice thereof to LICENSEE and LICENSEE shall cure such violation within twenty (20) days of the date Notice is sent by the CITY to the LICENSEE. In the event that LICENSEE fails to cure a violation(s) within twenty (20) days of the date that notice is sent, the City may in its sole discretion utilize the following procedure or the Procedure in Section 21.2:

21.1.1 In the event the Contract Administrator finds that the LICENSEE has failed to timely cure such violation, the Contract Administrator shall provide Notice thereof to LICENSEE and impose or assess a fine of \$1,000.00 per day for each and every day the violation continues beyond the date set in the Notice under Section 21.1.

21.1.2 LICENSEE shall provide written Notice to CITY when the violation has been cured. In the event the Contract Administrator finds the violation was not cured on the date alleged by LICENSEE, Contract Administrator shall provide LICENSEE with Notice thereof. Contract Administrator shall provide Notice to LICENSEE when Contract Administrator finds that the violation has been cured.

21.1.3 In the event LICENSEE disagrees with the Contract Administrator's (a) finding that a violation exists or continues to exist, or (b) imposition or assessment of a per diem fine, or (c) determination of the date of compliance or noncompliance, LICENSEE shall file a written Notice of Appeal to the City Manager within five (5) days of receiving notice of (a), (b) or (c) above.

21.1.4 Within ten (10) days of receiving a Notice of Appeal under Section 21.1.3, the City Manager shall hear presentations thereon and render a written Final Order thereon, serving a copy thereof upon LICENSEE. In deciding an Appeal filed under Section 21.1.3, the City Manager may affirm, reverse or modify, in whole or in part, the findings of the Contract Administrator. The City Manager may equitably adjust any fines in the interests of justice.

21.1.5 In the event LICENSEE contests the Final Order of the City Manager under Section 21.1.4 above, LICENSEE may file a Notice of Appeal with the City Clerk including all written arguments in support of contesting the Final Order. The City Commission shall review the Notice of Appeal and the written arguments in support of contesting the Final Order as soon as a hearing thereon may be reasonably scheduled. At the hearing on the Appeal, the City Commission shall hear presentations by the LICENSEE and City Manager and shall render an Order ("Order on Appeal") thereon affirming, reversing or modifying the Final Order in whole or in part.

21.1.6 Any fines resulting from the process set forth in Sections 21.1.1 through 21.1.5 shall be paid to CITY within sixty (60) days from the final adjudication resulting from that process.

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21.1.7 LICENSEE hereby waives all right, title and interest to the issuance of any temporary, partial or final Certificate of Occupancy for the Development Project during the period that any violations of the terms or conditions of this License still exist.

21.1.8 LICENSEE hereby waives all right, title and interest in Issuance of any temporary, partial or final Certificate of Occupancy for the Development Project during the period that any fines imposed have not been paid.

21.1.9 LICENSEE hereby waives all right, title and interest in and to any further building or engineering Inspections during the period that any violations of the terms or conditions of this License still exist.

21.2 In the event the LICENSEE fails to timely cure the violation within the time specified in Section 21.1, as an alternative to the procedures set forth in Sections 21.1.1 through 21.1.9, the CITY in its sole discretion may:

21.2.1 revoke or terminate this License; or

21.2.2 take any equitable action to enforce the terms and conditions of this Revocable license, it being stipulated by the parties that since this Revocable License deals with the right to use a public right-of-way, a violation or breach of any term or condition of the Revocable License constitutes an irreparable injury to the public and CITY for which there is no adequate remedy at law; or

21.2.3 take such curative action that was required to be taken by the LICENSEE under the Revocable License and the cost and expense incurred in CITY's curative actions shall be passed on to and owed by LICENSEE, in which case LICENSEE shall be liable for payment to CITY for all reasonable and necessary costs and expenses incurred by CITY in connection with the performance of the action or actions. LICENSEE shall reimburse CITY within thirty (30) days following written demand for payment thereof. Interest shall accrue on the unpaid amount at the rate of twelve percent (12%) per annum, compounded monthly, but in no event shall interest exceed the highest amount allowed by Florida law. The demand shall include reasonable documentation supporting the expenses incurred by CITY. If a dispute arises as to the need for, or amount due to the CITY for repairs, maintenance or removal undertaken by CITY in accordance with this License, and such dispute is not resolved within forty-five (45) days after the date that CITY makes the original written demand for payment, the LICENSEE shall pay to CITY the undisputed amount and shall provide CITY with a bond or other security acceptable to CITY for the disputed amount pending a resolution of the dispute by negotiation or litigation. In addition to any other remedies available to CITY, in the event of litigation between the parties, CITY shall be entitled to recover from LICENSEE all costs of collection, including reasonable attorneys'

fees and court costs incurred at all tribunal and appellate levels, provided CITY ultimately prevails in such proceedings.

21.2.4 If LICENSEE does not make the payments required under this Section 21 within the sixty (60) day period set forth herein, then CITY shall have a right to record a Claim of Lien upon the Property, which lien may be either:

(a) for the total amount of the fines resulting from the procedures set forth in Sections 21.1.1 through 21.1.6 or

(b) for all reasonable and necessary costs and expenses of any cure undertaken by CITY in accordance with this Section, the cost of any interim insurance policy as provided herein, and reasonable attorneys' fees and costs associated therewith. The Lien shall be effective upon the recording of a Claim of Lien in the Public Records of Broward County, Florida, which Claim of lien shall state all amounts due and owing to CITY. The Lien may be foreclosed by CITY in the same manner as provided by law for foreclosure of mortgage liens. The Lien shall continue until payment to CITY of the amounts set forth in the Lien (at which time CITY shall record a satisfaction of such lien). In addition to the Lien, CITY shall have all other rights and remedies granted to it at law or in equity for LICENSEE's failure to pay the fines owed or reimburse CITY for curative actions taken by CITY. LICENSEE shall be entitled to pursue all legal and equitable remedies to contest the amount or existence of any such lien.

21.2.5 The remedies found within this Section 21, including all subsections thereof, are cumulative. The exercise of one does not preclude the exercise of any other remedy.

22. **Requirement for Notice.** LICENSEE shall give CITY prompt written notice of any accidents on, in, over, within, under and above the License Area in which damage to property or injury to a person occurs.

23. **Attorney's Fees.** If any litigation, legal or equitable proceeding including, but not limited to any and all claim(s), mediation(s), lawsuit(s), counterclaim(s), appeal(s) or bankruptcy proceedings whether at law or in equity, which: (i) arises out of, concerns, or relates to this Revocable License Agreement or (ii) is brought by the City for the enforcement of this Revocable License Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this agreement, the prevailing party shall be entitled to recover attorney's fees, paralegal fees, costs, mediation fees, court costs, appellate attorney's fees and costs, and all expenses even if not taxable as court costs, incurred in that action or proceeding, in addition to any other relief to which such party may be entitled.

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24. Notices.

(a) Whenever, any party desires to give notice unto the other party, it must be given by written notice, sent by certified United States mail, with return receipt requested., addressed to the party for whom it is intended at the places last specified, and the places for giving of notice shall remain such until they shall have been changed by written notice in compliance with the provisions of this Section. For the present, the CITY and LICENSEE designate the following as the respective places for giving of notice:

AS TO CITY:

City Manager
City of Fort Lauderdale
100 North Andrews Avenue
Fort Lauderdale, FL 33301

With copy to:

City Attorney
City of Fort Lauderdale
100 North Andrews Avenue
Fort Lauderdale, FL 33301

AS TO LICENSEE:

KT Seabreeze Atlantic LLC
c/o Gavin Thomas
105 NE 1st St
Delray Beach, FL 33444
gthomas@kolter.com

With copy to:

Stephanie J. Toothaker, Esq.
501 SW 2nd Avenue
Suite 1
Fort Lauderdale, FL 33301
stephanie@toothaker.org

(b) As to activities under Paragraph 12, Emergencies, initial notice need not be given in accordance with subparagraph (a) above, but notice shall be sufficient if given in writing via email to the Contact Person pursuant to Paragraph 12, Emergencies. Thereafter, notice shall be provided in accordance with subparagraph(a) above.

25. Assignment, Pledge, Security Interest. LICENSEE shall not voluntarily, involuntarily or by operation of law, assign, sell, pledge, grant a security interest, or in any manner transfer the License or any interest therein or grant any right to the License Area without prior written consent of CITY, which such consent may be granted or withheld in its sole discretion. For purposes of this Agreement, any change of ownership of LICENSEE shall constitute an assignment which requires CITY approval. City approval must be obtained by the City Commission at a public meeting.

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Notwithstanding the foregoing, CITY hereby consents to LICENSEE's assignment of all of its rights and interests under this Revocable License to any lender(s) or financier(s) providing it with financing for all or any portion of the Development Project.

26. **Compliance with Laws and Regulations.** LICENSEE shall comply with all applicable statutes, laws, ordinances, rules, regulations and lawful orders of the United States of America, State of Florida, City of Fort Lauderdale, and of any other public authority that may be applicable to this Revocable license and the possession, use, occupancy and maintenance of the License Area and the conduct of the Project permitted herein.

27. **Entire Revocable License.** This Revocable license, together with any other agreements entered into contemporaneously herewith, constitutes and represents the entire Revocable license and any other agreements between the parties hereto and supersedes any prior understandings or Revocable Licenses or agreements, written or verbal, between the parties hereto respecting the subject matter herein. This Revocable license may be amended, supplemented, modified or discharged only upon an amendment in writing executed by all of the parties hereto. This Revocable license shall inure to the benefit of and shall be binding upon the parties hereto and their respective successors and assigns, subject, however, to the limitations contained herein.

28. **Interpretation of Revocable License; Severability.** This Revocable license shall be construed in accordance with the laws of the State of Florida. If any provision hereof, or its application to any person or situation, is deemed invalid or unenforceable for any reason and to any extent, the remainder of this Revocable License, or the application of the remainder of the provisions, shall not be affected. Rather, this Revocable License is to be enforced to the extent permitted by law. The captions, headings and title of this Revocable License are solely for convenience of reference and are not to affect its interpretation. Each covenant, term, condition, obligation or other provision of the Revocable License is to be construed as a separate and independent covenant of the party who is bound by or who undertakes it, and each is independent of any other provision of this License, unless otherwise expressly provided. The terms and words used in this Revocable License, regardless of the number or gender in which they are used, are deemed to include any other number and other gender as the context requires.

29. **Successors.** This Revocable License shall be binding on and inure to the benefit of the parties, their successors and assigns subject to the requirements in paragraph 23.

30. **No Waiver of Sovereign Immunity.** Nothing contained in this Revocable License is intended to serve as a waiver of sovereign immunity by any agency to which sovereign immunity may be applicable.

31. **No Third Party Beneficiaries.** The parties expressly acknowledge that it is not their intent to create or confer any rights or obligations in or upon any third person or entity under this Revocable License. None of the parties intend to directly or substantially beneficial a third party by this Revocable License. The parties agree that there are no third-party beneficiaries to this Revocable License and that no third party shall be entitled to assert a claim against any of the parties based on this Revocable license. Nothing herein shall be construed as consent by any

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agency or political subdivision of the State of Florida to be sued by third parties in any manner arising out of any contract.

32. **Non-Discrimination.** LICENSEE shall not discriminate against any Person in the performance of duties, responsibilities and obligations under this Revocable License because of race, age, religion, color, gender, national origin, marital status, disability or sexual orientation.

33. **Termination.** In the event of emergency, either party may cancel this Revocable License during the term hereof upon twenty-four (24) hours written notice to the other party of its desire to terminate this Revocable License.

34. **Records.** Each party shall maintain its own respective records and documents associated with this Revocable License in accordance with the records retention requirements applicable to public records. Each party shall be responsible for compliance with any public documents request served upon it pursuant to Section 119.07, Florida Statutes (2022), and any resultant award of attorney's fees of non-compliance with that law.

35. **Entire Agreement.** This document incorporates and includes all prior negotiations, correspondence, conversations, agreements and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Revocable License that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

36. **Preparation of Agreement.** The parties acknowledge that they have sought and obtained whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this License Agreement has been their joint effort.

37. **Waiver.** The parties agree that each requirement, duty and obligation set forth herein is substantial and important to the formation of this License and, therefore, is a material term hereof. Any party's failure to enforce any provision of this License shall not be deemed a waiver of such provision or modification of this License. A waiver of any breach of a provision of this License shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this License.

38. **Governing Law.** This Revocable License shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any controversies or legal problems arising out of this Revocable License and any action involving the enforcement or interpretation of any rights hereunder shall be submitted to the jurisdiction of the State courts of the Seventeenth Judicial Circuit of Broward County, Florida. To that end, LICENSEE expressly waives whatever other privilege to venue it may otherwise have.

39. **Force Majeure.** Neither party shall be obligated to perform any duty, requirement or obligation under this Revocable License if such performance is prevented by fire, hurricane, earthquake, explosion, wars, sabotage, accident, flood, epidemics, state of emergency, act of

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Licensee: KT Seabreeze Atlantic LLC, a Florida limited liability company


Government Authority, pandemics, acts of God, strikes, or other labor disputes, riot or civil commotions, or by reason of any other matter or condition beyond the control of either party, and which cannot be overcome by reasonable diligence and without unusual expense ("Force Majeure"). In no event shall a lack of funds alone on the part of LICENSEE be deemed Force Majeure.

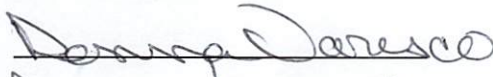
40. **Recording.** This Revocable License shall be conditioned upon recordation of the Revocable License in the Public Records of Broward County, Florida. LICENSEE shall record at its own expense the Revocable License, including all Exhibits thereto in the Public Records of Broward County, Florida within seven (7) days after this Revocable License is fully executed. After the Revocable License is recorded, LICENSEE shall provide within seven (7) days, a copy of the fully executed and recorded Revocable License to the City Clerk's Office of the City of Fort Lauderdale and the Contract Administrator, and E-mail a recorded copy to dengineeringadmin@fortlauderdale.gov.

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

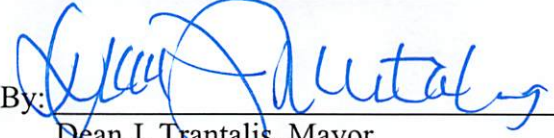
WITNESSES:


Scott Wyman
[Witness type or print name]


Donna Varisco
[Witness type or print name]

(CORPORATE SEAL)

CITY OF FORT LAUDERDALE

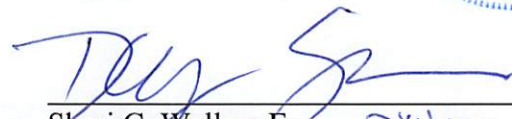
By: 
Dean J. Trantalis, Mayor

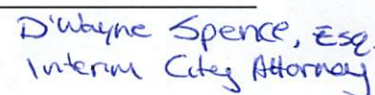
By: 
Greg Chavarria, City Manager

ATTEST:


David R. Soloman, City Clerk

Approved as to form:

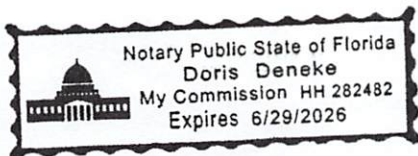

Shari C. Wallen, Esq.
Assistant City Attorney



D'Wayne Spence, Esq.
Interim City Attorney

STATE OF FLORIDA:
COUNTY OF BROWARD:

The foregoing instrument was acknowledged before me, by means of ☒ physical presence or ☐ online notarization this 8 day of February, 2023 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)




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

Doris Deneke
Name of Notary Typed, Printed or Stamped

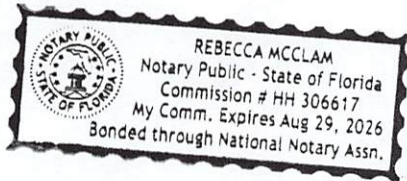
My Commission Expires: 6/29/2026
Commission Number: HH 282482

Revocable License
Licensee: KT Seabreeze Atlantic LLC, a Florida limited liability company

STATE OF FLORIDA:
COUNTY OF BROWARD:

The foregoing instrument was acknowledged before me, by means of ☒ physical presence or ☐ online notarization this 6th day of February, 2023 by **Greg Chavarria**, 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)



B. McClam

Notary Public, State of Florida

(Signature of Notary taking Acknowledgment)

Rebecca McClam

Name of Notary Typed, Printed or Stamped

My Commission Expires: 8/29/26

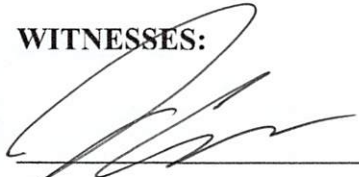
Commission Number: HH 306617

Revocable License


Licensee: KT Seabreeze Atlantic LLC, a Florida limited liability company

LICENSEE

WITNESSES:



Jamie Corbett
[Witness print/type name]



Michael Bennett
[Witness print/type name]

**KT Seabreeze Atlantic LLC, a Florida
limited liability company**

By: 

Gavin Thomas, Development Executive

[CORPORATE SEAL]

STATE OF Florida :
COUNTY OF Broward :

The foregoing instrument was acknowledged before me by means of ☒ physical presence
or ☐ online notarization this 25th day of January, 2023, by Gavin Thomas, as
Development Executive of KT Seabreeze Atlantic LLC, a Florida limited liability company, who
freely and voluntarily executed this instrument on behalf of said limited liability company. He is
personally known to me or has produced as identification or is known to me personally.

(SEAL)

Susan N. Volpicelli

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

Susan N. Volpicelli

Name of Notary Typed, Printed or Stamped

My Commission Expires: 7-29-24
Commission Number: HH01673



SUSAN N. VOLPICELLI
Commission # HH 016783
Expires July 29, 2024
Bonded Thru Budget Notary Services

Revocable License
Licensee: KT Seabreeze Atlantic LLC, a Florida limited liability company

Exhibit “A”

The Property

[see attached survey]

Revocable License

Licensee: KT Seabreeze Atlantic LLC, a Florida limited liability company

CAM # 23-0098

Exhibit 4

7 00 100

Exhibit “B”

License Area

[see attached sketch and legal description]

Revocable License

Licensee: KT Seabreeze Atlantic LLC, a Florida limited liability company



McLAUGHLIN ENGINEERING COMPANY
LB#285

ENGINEERING * SURVEYING * PLATTING * LAND PLANNING
1700 N.W. 64th STREET #400, FORT LAUDERDALE, FLORIDA 33309
PHONE: (954) 763-7611 * EMAIL: INFO@MECO400.COM

M.P.O.K.

SKETCH AND DESCRIPTION
"SELENE"
REVOCABLE
LICENSE MOT
SHEET 1 OF 2 SHEETS

LEGAL DESCRIPTION:

A portion of Alhambra Street and Sebastian Street right-of-ways, adjacent to Block 5, LAUDERDALE DEL MAR, according to the plat thereof, as recorded in Plat Book 7, Page 30, of the public records of Broward County, Florida, more fully described as follows:

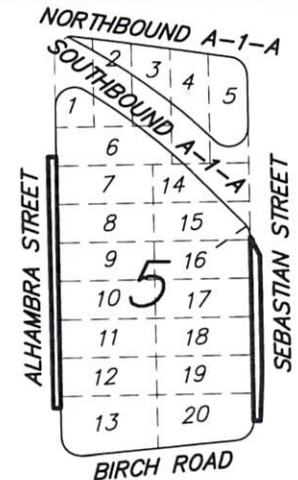
1) A PORTION OF ALHAMBRA STREET RIGHT-OF-WAY:

Commencing (1) at the most East - Northwest corner of Lot 13 of said Block 5; thence North 88°57'08" East, on the North line of said Lot 13, a distance of 37.29 feet to the Point of Beginning (1); thence continuing North 88°57'08" East, on the North line of Lots 13 to 6, of said Block 5, a distance of 327.00 feet; thence North 01°32'49" West, a distance of 14.00 feet; thence South 88°44'53" West, a distance of 194.00 feet; thence North 87°32'13" West, a distance of 65.00 feet; thence South 88°57'55" West, a distance of 68.00 feet; thence South 01°02'52" East, a distance of 18.00 feet to the Point of Beginning (1)

2) A PORTION OF SEBASTIAN STREET RIGHT-OF-WAY:

Beginning (2) at the most East - Southwest corner of Lot 20 of said Block 5; thence North 88°57'08" East, on the South line of Lots 20 to 15 of said Block 5, a distance of 239.98 feet; thence South 62°52'30" West, a distance of 27.59; thence South 88°57'08" West, a distance of 153.63 feet; thence North 88°01'05" West, a distance of 61.66 feet; thence North 01°02'52" West, a distance of 8.87 feet to the Point of Beginning (2).

All of said lands situate, lying and being in the City of Fort Lauderdale, Broward County, Florida and containing 7,637 square feet or 0.1753 acres more or less.



SITE LAYOUT
NOT TO SCALE

CERTIFICATION

Certified Correct. Dated at
Fort Lauderdale, Florida this
7th day of November, 2022.
Revised this 2nd day of
December, 2022.



Digitally signed
by James M
McLaughlin Jr
Date: 2022.12.02
10:59:37 -05'00'

NOTES:

- 1) This sketch reflects all easements and rights-of-way, as shown on above referenced record plat(s). The subject property was not abstracted for other easements, road reservations or rights-of-way of record by McLaughlin Engineering Company.
- 2) Legal description prepared by McLaughlin Engineering Co.
- 3) This drawing is not valid unless sealed with an appropriate surveyors seal.
- 4) THIS IS NOT A BOUNDARY SURVEY.
- 5) Bearings shown assume the West line of Block 5, as South 05°42'46" East.

McLAUGHLIN ENGINEERING COMPANY

James M. McLaughlin Jr.
JAMES M. McLAUGHLIN JR.
Registered Land Surveyor No. 4497
State of Florida.

FIELD BOOK NO. _____

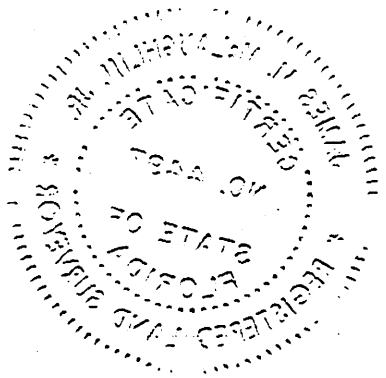
DRAWN BY: JMMjr

JOB ORDER NO. V-7342

CHECKED BY: _____

REF. DWG.: 17-3-037

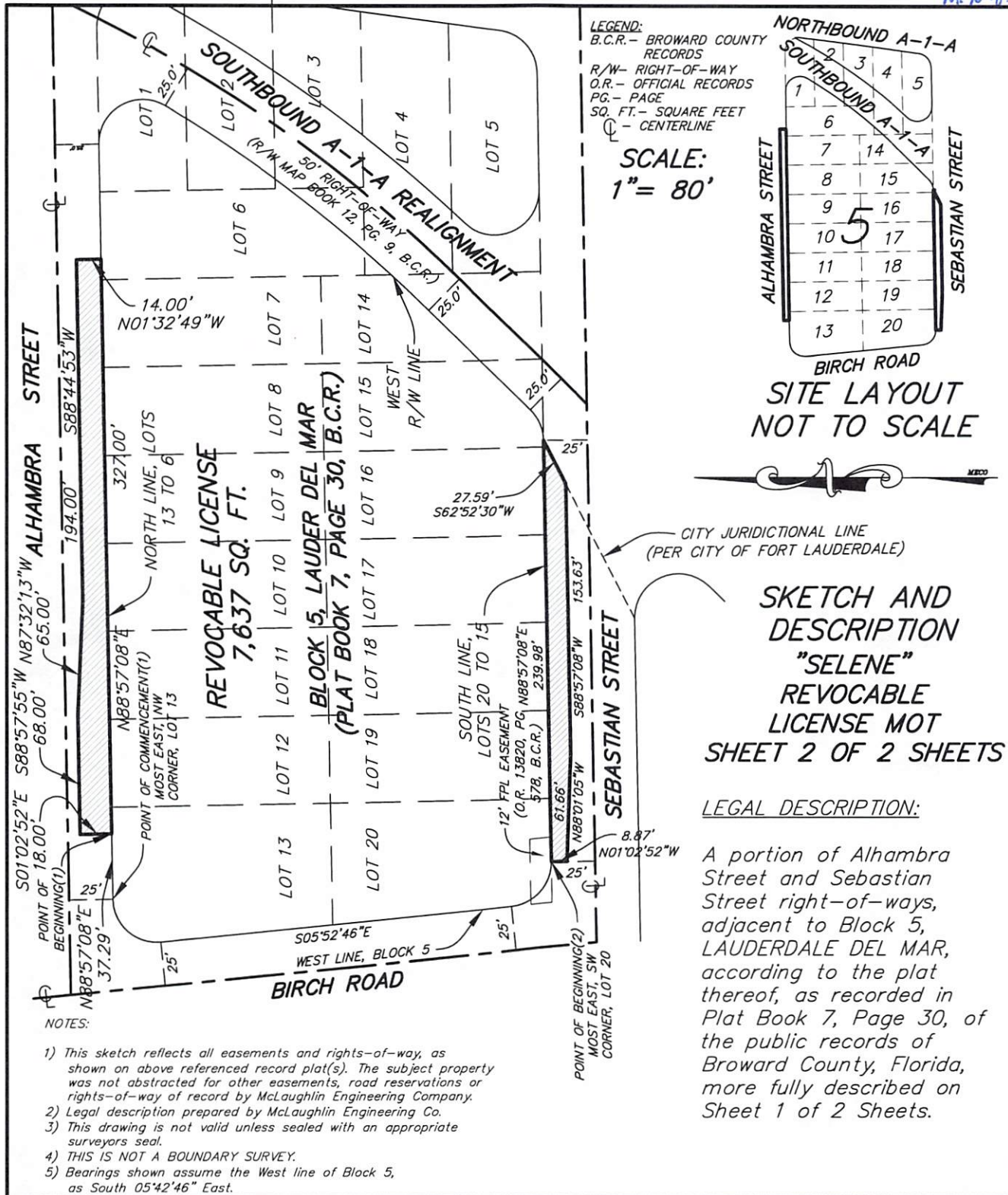
C: \JMMjr/2022/V7342 (LICENSE)



McLAUGHLIN ENGINEERING COMPANY
LB#285

ENGINEERING * SURVEYING * PLATTING * LAND PLANNING
1700 N.W. 64th STREET #400, FORT LAUDERDALE, FLORIDA 33309
PHONE: (954) 763-7611 * EMAIL: INFO@MECO400.COM

M. S. O. K.



FIELD BOOK NO. _____

DRAWN BY: JMMjr

JOB ORDER NO. V-7342

CHECKED BY:

REF. DWG.: 17-3-037

C: \JMMjr\2022\V7342 (LICENSE)

Exhibit “C”

Detour Plan

[see attached Detour plan]

Revocable License

Licensee: KT Seabreeze Atlantic LLC, a Florida limited liability company

To be setup in accordance
with Standard Plans 102-602
& 102-660

TABLE 1 CHANNELIZING DEVICE SPACING			
Work Zone Speed (mph)	Max. Spacing (feet)		
	Cones or Temporary Tubular Markers	Type I Barricades, Type II Barricades, Vertical Panels, or Drums	Taper
≤ 45	25	50	100
46-55	25	50	100

TABLE 3 WORK ZONE SIGN SPACING "X"	
Road Type	Min. Spacing (feet)
Interstates and Limited Access Highways	1,000
Arterials and Collectors with Work Zone Speed ≤ 45 mph	500
Limited Access Roadways	1,500

Note: When Buffer Length "B" cannot be attained due to geometry, constraints, use the greatest length possible, but not less than 155 feet.

TABLE 2 TAPER LENGTH "L"	
Work Zone Speed (mph)	Min. Length (feet)
≤ 45	25
46-55	25

TABLE 4 BUFFER LENGTH "B"	
Work Zone Speed (mph)	Min. Length (feet)
25	235
30	200
35	250
40	305
45	360
50	425
55	495
60	570
65	645
70	730

Note: When Buffer Length "B" cannot be attained due to geometry, constraints, use the greatest length possible, but not less than 155 feet.



SHALL MAINTAIN
ACCESS TO EXISTING
FIRE HYDRANT

PEDESTRIAN
OVERHEAD
PROTECTION

TONY@MOTPLANS.COM

FDOT
This Certifies that
ANTHONY BRITTEN SR.
Has Completed a Florida Department of Transportation Approved
Temporary Traffic Control (TTC) Advanced (Refresher) Course.
Date Expires: 03/25/2025 Certificate # 63590
Instructor: Messier R. Gohmert FDOT Provider # 140

Metro Florida Safety Council
Phone: 954-403-1900
Tri-County
Dade, Broward, Palm Beach, FL 33461
metrofloridasafetycouncil.com
myname@metrofloridasafetycouncil.com

METRO
FLORIDA SAFETY COUNCIL

- KEY:**
- Indicates 6' fence with vision screen.
 - Indicates reflective barricade drum with tire ring base.
 - Indicates waterfilled barrier wall with 5' fence panel.
 - Indicates Type III Barricade
 - Indicates Work Zone Signage



COMMISSION AGENDA ITEM
DOCUMENT ROUTING FORM

11

Today's Date: 2/3/2023

DOCUMENT TITLE: KT SEABREEZE ATLANTIC LLP -REVOCABLE LICENSE AGREEMENT

COMM. MTG. DATE: 1/24/2023 CAM #: 23-0098 ITEM #: CM-4 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: 1

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

Date to CCO: 2/3/23

D'Wayne M. Spence
Attorney's Name

DMs/jc
Initials

2) City Clerk's Office: # of originals: 1 Routed to: Donna V./Aimee L./CMO Date: 02/03/23

3) City Manager's Office: CMO LOG #: FEB-17 Document received from: CCO 02/03/23

Assigned to: GREG CHAVARRIA ☒
ANTHONY FAJARDO ☐

SUSAN GRANT ☐

GREG CHAVARRIA as CRA Executive Director ☐

☐ APPROVED FOR G. CHAVARRIA'S SIGNATURE

☐ N/A FOR G. CHAVARRIA TO SIGN

PER ACM: A. Fajardo (Initial/Date)

S. Grant (Initial/Date)

☐ PENDING APPROVAL (See comments below)

Comments/Questions: _____

Forward ☒ originals to ☐ Mayor ☒ CCO Date: CCO 02/03/23

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

5) City Clerk: Scan original (In Color) and forward 1 originals to: J. Larregui/CAO/Ext. 5106

Attach certified Reso # ☐ YES ☒ NO

Original Route form to J. Larregui/CAO