

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

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

THIS IS A REVOCABLE LICENSE granted this 7<sup>th</sup> day of September, 2016 by and between:

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

and

**LM HOTELS, LLC**, a Florida limited liability company, FEI/EIN # 46-0983521, whose principal office is 2860 Marina Mile, Blvd., Suite 119, Fort Lauderdale, FL 33312, its successors and assigns ("LICENSEE")

WHEREAS, CITY and LICENSEE entered into a Revocable License the 12<sup>th</sup> day of July, 2016 relative to the development project located at the Southeast corner of S. Federal Highway and S.E. 1<sup>st</sup> Street, more particularly described as **Exhibit "A"** attached to the Revocable License (hereinafter "Property"); and

WHEREAS, the development project is an eight (8) story, 108 room hotel project approved under DRC Case 31R13; and

WHEREAS, throughout construction, the sole access to the development site for construction traffic is along S.E. 1<sup>st</sup> Street and due to the project size and number of construction trucks and vehicles that need to access the site each day from S.E. 1<sup>st</sup> Street, the temporary road closure pursuant to the underlying July 12, 2016 Revocable License; and

First Amendment to Revocable License  
Temporary Overhead Protective Canopy  
Licensee: LM Hotels, LLC

WHEREAS, upon further review of the MOT Plan referenced in the underlying Revocable License, it was determined that the development construction would require erection of a temporary overhead protective canopy of the alley right-of-way with no part of the support structures for the temporary overhead protective canopy to be located within the alley but such temporary overhead protective canopy to be constructed and installed in accordance with Florida Building Code standards; and

WHEREAS, LICENSEE now seeks permission to erect a temporary overhead protective canopy over the alleyway abutting the Property the purpose of which is to provide protection against falling debris and to facilitate construction of off-site right-of-way and utility improvements adjacent to the development site; and

WHEREAS, in order to construct the temporary protective canopy over the alleyway and to facilitate construction of off-site right-of-way and utility improvements LICENSEE is requesting authorization for the temporary closure of the alleyway; and

WHEREAS, the City Commission of the City of Fort Lauderdale, by Motion, adopted on September 7, 2016 has authorized execution of this First Amendment to the 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. Paragraph 2, "Defined Terms" is hereby amended to read as follows:

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

...

*License Area* means that area or portion thereof within the rights-of-way as depicted on that Sketch and Description of such License Area attached to the Revocable License as **Exhibit "B"** and the alleyway to the North of the Property as depicted on that Sketch & Description of such License Area set forth in **Exhibit "C"**.

...



*Project* means the temporary closure of portions of the public right-of-way and alleyway within the License Areas and the construction, installation, operation, maintenance, repair and reconstruction, from time to time, of the Project Improvements within the License Areas in conjunction with the construction activities for the Development Project. The term *Project* also includes the ongoing obligation of maintenance and repair of the License Areas, including reconstruction of Project Improvements, from time to time and when necessary, during the term of the Revocable License. The term *Project* shall **not** include the possession, use or occupancy of the License Area for any other purpose, except as expressly authorized in this Revocable License. The term *Project* includes any portion thereof.

*Project Improvements* means the improvements to be constructed, installed, operated, maintained, repaired and reconstructed from time to time within the License Areas, including new curb & gutter improvements, new sidewalk (relocated by the width of parallel parking spaces along the North side S.E. 1<sup>st</sup> Street), street resurfacing, signage and pavement markings, temporary mounted signs, temporary barrier fences and gates and dust screen and construction and installation of utility facilities temporary overhead protective canopy over the alleyway within License Area set forth in **Exhibit "C"**. The term *Project Improvements* includes, without limitation, the installation of streetscape improvements, landscaping resurfacing of the License Area.

*Project Site* means the area within the Property and License Areas.

...

3. Paragraph 4, "Term" is hereby amended to read as follows:

4. **Term.**

4.1 Due to the need to keep the public safe and to make certain improvements within the License Area, LICENSEE indicates a need to close portions of the right-of-way of S.E. 1<sup>st</sup> Street within the License Area set forth in Exhibit "B" as well as the License Area set forth in the Sketch & Description set forth in Exhibit "C" as follows:

...

4.1.2. That portion of the alleyway and License Area, the Sketch & Description for which is set forth in Exhibit "C" will be closed for approximately two weeks at the outset of the Project for the construction, installation, maintenance, operation and dismantling of a temporary overhead protective canopy, in accordance with the following conditions:

- o Only one-half of the alley shall be closed at any one time.
- o Vehicular egress from the alley shall be preserved at all times.
- o At no time will the any portion of the alley be closed for more than seventy-two (72) consecutive hours.
- o The alley shall be fully opened each day after the work for the day is completed.
- o All Building Permits for the temporary overhead protective canopy are required prior to installation
- o Closure of the alley for the construction and installation of the temporary overhead protective canopy shall occur over a two-week period once a revision to the Maintenance of Traffic permit is issued by the City Engineer.

...

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

6. In the event and to the extent that there is any conflict between the terms and conditions of the Revocable License and the terms and conditions of this First Amendment to Revocable License, then the terms and condition of this First Amendment shall supersede and prevail over any such conflicting terms in the underlying Revocable License.

7. In all other respects, the parties ratify and confirm the Revocable License date July 12, 2016.

[THIS SPACE INTENTIONALLY LEFT BLANK]

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

WITNESSES:

CITY OF FORT LAUDERDALE

\_\_\_\_\_

John P. "Jack" Seiler, Mayor

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

\_\_\_\_\_

Lee R. Feldman, City Manager

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

ATTEST:

\_\_\_\_\_  
Jeffrey A. Modarelli, City Clerk

APPROVED AS TO FORM  
Cynthia A. Everett, City Attorney:

By \_\_\_\_\_  
Robert B. Dunkel,  
Assistant City Attorney

E:\Recovered\rbd\_office\2016\Revocable License\LM Hotels LLC\1st Amendment\201 08 24 16 rbd 2 clean.docx  
L:\REALPROP\REV\_LIC\2016\LM Hotels.1AM\201 08 24 16 rbd 2 clean.docx

First Amendment to Revocable License  
Temporary Overhead Protective Canopy  
Licensee: LM Hotels, LLC



STATE OF FLORIDA:  
COUNTY OF BROWARD:

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2016, by **John P. "Jack" Seiler**, Mayor of the City of Fort Lauderdale, a municipal corporation of Florida. He is personally known to me and did not take an oath.

(Seal)

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

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

My Commission Expires:

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

STATE OF FLORIDA:  
COUNTY OF BROWARD:

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2016, by **Lee R. Feldman**, City Manager of the City of Fort Lauderdale, a municipal corporation of Florida. He is personally known to me and did not take an oath.

(SEAL)

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

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

My Commission Expires:

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

First Amendment to Revocable License  
Temporary Overhead Protective Canopy  
Licensee: LM Hotels, LLC

LICENSEE

WITNESSES:

**LM HOTEL, LLC**, a Florida limited liability company

By: \_\_\_\_\_  
Sanjaykumar Patel, Managing Member

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

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

STATE OF )  
                  ) SS  
COUNTY OF )

The foregoing instrument was acknowledged before me this \_\_\_\_ of \_\_\_\_\_, 2016, by Sanjaykumar Patel, Managing Member of LM HOTELS, LLC, a Florida limited liability company who freely and voluntarily 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)

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

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

My Commission Expires:

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

First Amendment to Revocable License  
Temporary Overhead Protective Canopy  
Licensee: LM Hotels, LLC



**EXHIBIT "C"**  
**SKETCH & DESCRIPTION**  
**OF**  
**LICENSE AREA**

First Amendment to Revocable License  
Temporary Overhead Protective Canopy  
Licensee: LM Hotels, LLC





McLAUGHLIN ENGINEERING COMPANY  
LB#285

ENGINEERING \* SURVEYING \* PLATTING \* LAND PLANNING  
400 N.E. 3rd AVENUE FORT LAUDERDALE, FLORIDA 33301  
PHONE (954) 763-7611 \* FAX (954) 763-7615

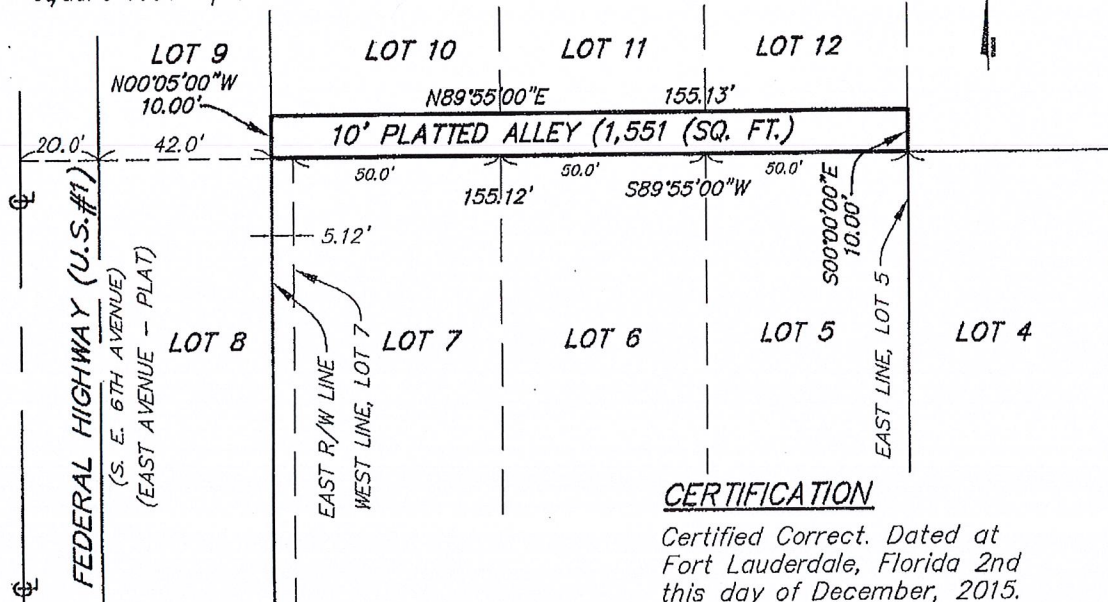
SCALE 1" = 40'

SKETCH AND DESCRIPTION  
10' PLATTED ALLEY, LYING NORTH OF  
FAIRFIELD INN & SUITES

LEGAL DESCRIPTION:

All that certain 10.00 Platted Alley lying North of and adjacent to Lots 5, 6, 7 and 8 AND South of and adjacent to Lots 9, 10, 11 and 12, Block "E", EDGEWATER ADDITION, according to the plat thereof, as recorded in Plat Book 1, Page 123, of the public records of Dade County, Florida, All lying East of the East right-of-way line of Federal Highway (U.S. #1).

Said lands situate, lying and being in the City of Fort Lauderdale, Broward County, Florida and containing 1,551 square feet square feet or 0.0356 acres more or less.



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 embossed surveyors seal.
- 4) THIS IS NOT A BOUNDARY SURVEY.
- 5) Bearings shown assume the North line of Lots 5, 6, 7 & 8, as South 89°55'00" West.

CERTIFICATION

Certified Correct. Dated at  
Fort Lauderdale, Florida 2nd  
this day of December, 2015.

McLAUGHLIN ENGINEERING COMPANY

JERALD A. McLAUGHLIN  
Registered Land Surveyor No. 5269  
State of Florida.

FIELD BOOK NO. \_\_\_\_\_

DRAWN BY: JMM/jr

JOB ORDER NO. V-0977

CHECKED BY: \_\_\_\_\_

REF. DWG.: 95-2-012

C: \JMM\jr\2015\VO977 (LICENSE)

ABD