

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 ____ day of _____, 2016 by and between:

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

and

TAF GG LAS OLAS, L.P. a Delaware limited partnership, whose principal address is 222 South Riverside Plaza, 26th Floor, Chicago, IL 60606, FEI/EIN # 81-3402828, and **The Grille On Las Olas, LLC, a Florida limited liability company**, FEI/EIN Number 45-4318539 whose principal address is 3805 Edwards Road, Suite 700, Cincinnati, OH 45209 their successors and assigns, jointly and severally, hereinafter, "LICENSEE"

RECITALS

WHEREAS, LICENSEE was attempting to elevate a portion of its existing approved outdoor seating area in association with its restaurant operation generally located at 401 E. Las Olas Boulevard which seating area is located within that certain 5 foot sidewalk, utility and road right-of-way easement recorded at Official Record Book 34636, Page 1387 of the Public Records of Broward County, Florida as partially vacated as to utilities pursuant to City of Fort Lauderdale Resolution No. 13-35, recorded at Official Records Book 49629, Page 1017 of the Public Records of Broward County, Florida and

WHEREAS, the proposed renovation project, calling for an elevated outdoor dining area was presented to the City's Development Review Committee ("DRC") on June 25, 2013. The proposed renovation project had an open air patio dining area, located within a 5 foot easement on the west side of SE 5th Avenue, which is an area generally challenged by lack of street level

activities due to inactive ground-floor uses, visual exposure of parking, and the presence of the loading and building access area directly north of the proposed location; and

WHEREAS, the affected portion of SE 5th Avenue has ample width both on the remaining sidewalk and the roadway to permit the proposed use, and leaves 8-foot, 9-inch unobstructed sidewalk area for pedestrian circulation; and

WHEREAS, the Downtown Area has a plan for the creation and design of the public realm as provided for in the Design Guidelines of the Downtown Master Plan which include design standards to encourage street level activities by the creation of active space on the ground floor of buildings; and

WHEREAS, the Regional Activity Center – City Center provides a mix of uses and caters to residents and tourists and for that reason public amenity areas remain desirable to serve the community; and

WHEREAS, the City of Fort Lauderdale desires to create a vibrant and active pedestrian environment in its Urban Core through appropriate public realm and streetscape design; and

WHEREAS, the City of Fort Lauderdale recognizes that encouraging increased pedestrian activity within the Urban Core of the City stimulates economic growth and revitalization of the City; and

WHEREAS, the City of Fort Lauderdale recognizes that encouraging active use of the downtown area is desirable; and

WHEREAS, it has been determined that permitting outdoor dining is one way in which the City can afford the opportunity for the public to enjoy Fort Lauderdale's vibrant downtown environment, encourage increased pedestrian activity, and provide food and beverage outside; and

WHEREAS, the City Commission approved execution of a Revocable License between the CITY and LICENSEE by Motion adopted October 15, 2013 and the Revocable License was executed by all the parties on February 18, 2014 and recorded February 24, 2014 at Official Records Book 60670, Page 1273; and

WHEREAS, the Effective Date of the Revocable License, by operation of its text, was February 18, 2014.

WHEREAS, pursuant to Paragraph 5 of the Revocable License the Revocable License had a two (2) year term which expired February 18, 2016; and

WHEREAS, the parties are desirous of adopting a First Amendment to the Revocable License amending the terms thereof to provide for an additional three (3) year term for the period February 18, 2016 through February 18, 2019;

WHEREAS the parties are further desirous of amending the terms of the underlying Revocable License by providing for an administrative mechanism whereby the City Manager can grant further extension of the term of the Revocable License;

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. The parties acknowledge that the foregoing Recitals are true and correct.
2. By operation of this First Amendment, the term of the Revocable License is extended and additional three (3) years covering the period from February 18, 2016 through and including February 17, 2019
3. That a new Paragraph 5, Term, subparagraph 5.6 is created to read as follows:

 5.5.6 In the event that the License Area is still be used as described within the definition of *Project Improvements* in the underlying Revocable License, then LICENSEE shall initiate administrative procedures to secure an extension of the Revocable License for an additional three (3) years upon approval of the City Manager. The City Manager shall have the authority to extend the term of the Revocable License by not more than two (2) three-year terms from February 17, 2019.
4. The Effective Date of this First Amendment to Revocable License shall be in full force and effect upon full execution by the parties after execution hereof is authorized by the City Commission.
5. This First Amendment to the Revocable License shall be recorded at LICENSEE'S sole cost and expense in the Public Records of Broward County, Florida and a copy thereof shall be filed with the City Clerk's Office and the City Attorney's Office of the City.
6. In the event and to the extent of conflict between the terms and conditions of this First Amendment and the terms and conditions of the underlying Revocable License, then, to the extent of such conflict the terms and conditions of this First Amendment shall supersede and prevail over the terms and conditions of the underlying Revocable License.
7. Subject to the terms hereof, CITY and LICENSEE ratify and confirm the Revocable License, as amended by and through this First Amendment.

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

CITY:

WITNESSES:

CITY OF FORT LAUDERDALE, a municipal corporation of the State of Florida:

By _____
John P. "Jack" Seiler, Mayor

Witness Print Name

By _____
Lee R. Feldman, City Manager

Witness Print Name

(CORPORATE SEAL)

ATTEST:

Jeffrey A. Modarelli, City Clerk

Approved as to form:
Cynthia A. Everett, City Attorney

By: _____
Robert B. Dunckel,
Assistant City Attorney

STATE OF FLORIDA:
COUNTY OF BROWARD:

The foregoing instrument was acknowledged before me this _____, 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.

(NOTARY 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 _____, 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.

(NOTARY SEAL)

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

Name of Notary Typed,
Printed or Stamped

My Commission Expires:

Commission Number

260

AS TO LICENSEE:

WITNESS:

TAF GG LAS OLAS, L.P., a Delaware limited partnership

Witness Print Name:

By: TAF GG LAS OLAS GP LLC, a Delaware limited liability company, its General Partner

By: _____
JEFF KAHL, its President

Witness Print Name:

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of October, 2016, by Jeff Kahl, President of TAF GG LAS OLAS GP, LLC, a Delaware limited liability company, General Partner to TAF GG LAS OLAS, L.P., a Delaware limited partnership. He is personally known to me or has produced _____ as identification and did 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

WITNESS

THE GRILLE ON LAS OLAS, LLC, a Florida
limited liability company

Witness Print Name:

By: _____
Jeffrey R. Anderson, Managing Member

Witness Print Name

STATE OF _____:
COUNTY OF _____:

The foregoing instrument was acknowledged before me this ____ day
of _____, 2016, by, Jeffrey R. Anderson, Managing Member of The
Grille On Las Olas, LLC, a Florida limited liability company, who has the authority to execute
this Revocable License on behalf of The Grille On Las Olas, LLC He is personally known to me
or has produced _____ as identification and did 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

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ABD