

This instrument prepared by:
Lynn Solomon
Assistant City Attorney
City of Fort Lauderdale
100 North Andrews Avenue
Fort Lauderdale, FL 33301

FIRST AMENDMENT TO REVOCABLE LICENSE

THIS FIRST AMENDMENT TO REVOCABLE LICENSE ("Amendment") is entered into 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

LOYCA Property Owner, LLC, a Delaware limited liability company, whose principal address is 315 S. Biscayne Blvd, 4th Floor, Miami, FL 33131 its successors and assigns ("LICENSEE").

WHEREAS, CITY and LICENSEE entered into a Revocable License dated May 5, 2015 and recorded May 7, 2015 as instrument Number 112973690 of the Public Records of Broward County, Florida which permitted the temporary closure of a portion of SE 5th Avenue in order to allow for the construction of certain improvements associated with a project known as Icon Las Olas ("Agreement").

WHEREAS, Section 4.1 of the Agreement provided that Agreement is revoked if the road closure and Project Improvements are not completed by December 31, 2016 unless extended; and

WHEREAS, due to additional unforeseen utility work within the License Area, LICENSEE is requesting two (2) additional "phases" to the closure in order to finish certain underground utility work and to resurface and restore the License Area so it is suitable to for use by the public.

Amendment to Revocable License – Temporary Street Closure
Licensee: LOYCA Property Owner, LLC

WHEREAS, due to unforeseen delays associated with utility work, the LICENSEE will not be able to complete the Project Improvements by the December 31, 2016 deadline; and

WHEREAS, CITY and LICENSEE desire to enter into this Amendment to add additional phased closures and to modify said completion deadline; and

WHEREAS, the City Commission of the City of Fort Lauderdale, by Motion, adopted on _____, has authorized execution of this Amendment by the proper CITY officials.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained in this Amendment 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. All terms used herein shall have the same meaning as defined in the Agreement.

3. Amendment. Section 4.1 of the Agreement is modified as provided below:

4.1 The term and extent of this Revocable License shall be as follows:

4.1.1 (No modifications)

4.1.2 Phase 2 Closure (Full Time Closure). Upon the removal/relocation of the overhead utility poles adjacent to the Property, the Licensee shall provide 28 feet of clear roadway width to accommodate 10-foot wide northbound and 10-foot wide southbound travel lanes plus eight (8) feet for the existing parallel parking on the west side of Southeast 5th Avenue. Removal of the overhead utility poles adjacent to the Property shall be removed on or before January 30, 2017.

4.1.3 Phase 3 Closure (underground utility work). In order to complete underground utility work within SE 5th Avenue, LICENSEE is authorized to close the full width of SE 5th Avenue

adjacent to the Property during daytime hours (8 a.m. to 4:30 p.m.) for a period of twenty one (21) days starting from the date work commences on installation of the underground utilities; provided however, the sidewalk on the west side of SE 5th Avenue shall remain open at all times. Between the hours of 4:30 p.m. and 7:59 a.m., LICENSEE shall re-open the License area and provide 28 feet of clear roadway width to accommodate 10-foot wide northbound and 10-foot wide southbound travel lanes plus eight (8) feet for the existing parallel parking on the west side of Southeast 5th Avenue. LICENSEE shall place steel road plates upon the right-of-way which has been excavated to allow vehicles to travel upon SE 5th Avenue between 4:30 p.m. and 7:59 a.m. This closure shall terminate twenty-one (21) days from the date the LICENSEE commences the underground utility work necessitating this closure. In the event the Project Improvements are not completed by said date, LICENSEE shall have the right to request an extension of this Phase for an additional fourteen (14) days upon approval of the City Manager. Said right must be exercised at least three (3) days before the expiration date of this Phase. Prior to commencement of the work, Licensee shall provide notice of this closure to the residents and businesses within the surrounding area in accordance with paragraph 6.24 of this License Agreement.

4.1.4 Phase 4 Closure (road reconstruction and resurfacing).

In order to complete road reconstruction and resurfacing, LICENSEE is authorized to close the full width of SE 5th Avenue adjacent to the Property during daytime hours (8 a.m. to 4:30 p.m.) for a period of fourteen (14) days starting from commencement of road reconstruction and resurfacing; provided however, the sidewalk on the west side of SE 5th Avenue shall remain open at all times. Between the hours 4:30 p.m. and 7:59 a.m., LICENSEE shall re-open the License area and provide 28 feet of clear roadway width to accommodate 10-foot wide northbound and 10-foot wide southbound travel lanes plus eight (8) feet for the existing parallel parking on the west side of Southeast 5th Avenue. If necessary, LICENSEE shall place steel road plates upon the right-of-way to allow vehicles to travel upon SE 5th Avenue between 4:30 p.m. to 7:59 a.m. This closure shall terminate fourteen (14) days from the date the LICENSEE commences the road reconstruction and resurfacing work necessitating this closure. In the event the Project Improvements are not completed by said date, LICENSEE shall have the right to request an extension of this Phase for an additional seven (7)

days upon approval of the City Manager. Said right must be exercised at least three (3) days before the expiration date of this Phase. Prior to commencement of the work, Licensee shall provide notice of this closure to the residents and businesses within the surrounding area in accordance with paragraph 6.24 of this License Agreement.

Notwithstanding the foregoing, the License Agreement shall terminate as of the date the Project Improvements are completed or August 31, 2017, whichever is earlier. LICENSEE shall have the right to request one (1) extension of this License for an additional period (not to exceed sixty (60) days) upon approval of the City Manager in his sole discretion provided LICENSEE provides an adequate explanation to support the extension.

4. Existing Agreement. Except as amended herein, all terms and conditions of the existing Agreement shall remain in full force and effect.

5. Recording. This Amendment shall be conditioned upon recordation of the Amendment in the Public Records of Broward County, Florida. LICENSEE shall record the Amendment and provide a copy of the recorded Agreement to CITY.

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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:

CITY OF FORT LAUDERDALE, a
Florida municipal corporation

By _____
John P. "Jack" Seiler Mayor

[Witness print or type name]

By _____
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 _____
Lynn Solomon, 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.

(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.

(SEAL)

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

Name of Notary Typed, Printed or Stamped

My Commission Expires:

Commission Number

Amendment to Revocable License – Temporary Street Closure
Licensee: LOYCA Property Owner, LLC

WITNESSES:

[Witness Signature]

[Witness print/type name]

[Witness Signature]

[Witness print/type name]

LICENSEE:

LOYCA Property Owner, LLC,
a Delaware limited liability company

By: LOYCA Holdings, LLC,
a Delaware limited liability company,
its sole member

By: Las Olas Yacht Club Associates, Ltd.,
a Florida limited partnership, its manager

By: TRG 500 East Las Olas, Inc.,
a Florida corporation, a general
partner

By: _____

Name: _____

Title: _____

STATE OF _____)
) SS
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2016, by _____, as _____ of TRG 500 East Las Olas Inc., a Florida corporation, as a general partner of Las Olas Yacht Club Associates, Ltd., a Florida limited partnership as manager of LOYCA Holdings, LLC, a Delaware limited liability company, as sole member of LOYCA Property Owner, LLC, a Delaware limited liability company, freely and voluntarily on behalf of said company. He is personally known to me or has produced _____ as identification or is known to me personally.

Notary Public

Typed, printed or stamped name of Notary Public

My Commission Expires:

Amendment to Revocable License – Temporary Street Closure
Licensee: LOYCA Property Owner, LLC