

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 FIRST AMENDMENT TO A REVOCABLE LICENSE, said First Amendment being granted this 21st day of May, 2019 by and between:

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

and

KG LAS OLAS TRUSTEE, LLC, a Florida Limited Liability Company, as Trustee under the KG Las Olas Land Trust, a Florida Land Trust, by its Manager, **THE KOLTER GROUP, LLC**, a Florida Limited Liability Company, whose mailing address is 701 S. Olive Avenue, Suite 104, West Palm Beach, FL 33401, its successors and assigns, jointly and severally, hereinafter, "LICENSEE"

R E C I T A L S

WHEREAS, LICENSEE is the fee simple owner of real property located at 100 East Las Olas Blvd., Fort Lauderdale, FL and more particularly described in **Exhibit "A"** in that Revocable License attached hereto and made a part hereof (hereinafter, "Property"); and

WHEREAS, the Property is the real property upon which LICENSEE has been developing a high rise hotel and residential building (the "Development Project"); and

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

WHEREAS, to best ensure the public's safety during the construction period and to control construction access to the Property, the City Commission at their meeting of December 6, 2016 authorized execution of a Revocable License by and between the City and LICENSEE, such Revocable License being recorded January 31, 2017 at INSTR # 114179539 of the Public Records of Broward County, Florida (hereinafter, "Revocable License"), such Revocable License authorizing the closure of such portions of rights-of-way (more particularly described within said Revocable License) with appropriate traffic control panels, emergency access, pavement markings, signage, warning lights, temporary barrier fences and restoration of pavement, subject to terms and conditions set forth in such Revocable License; and

WHEREAS, the Revocable License initially provided for a term ending January 1, 2019 and further provided for certain administrative extensions beyond January 1, 2019, but due to several unexpected delays associated with storm activities the Director of the Department of Sustainable development, on behalf of the City Manager, has granted two (2) ninety (90) day extensions through June 29, 2019; and

WHEREAS, LICENSEE has recently indicated that they anticipate construction of the Development Project will be completed by March, 2020 and therefore requests approval of a First Amendment to the Revocable License to extend the term of March 31, 2020 with the limits of the License Area, the traffic detour plan and all other provisions to the Revocable License remaining the same

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, Paragraph 4 (a) of the Revocable License is amended to provide that the term of the Revocable License shall run through March 31, 2020 and the administrative extension terms of Paragraph 4 (b) shall survive.
3. 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.
4. 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.

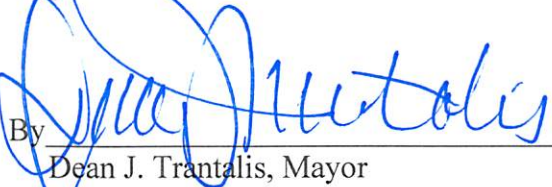
5. In the event and to the extent of conflict between the terms and conditions of this First Amendment and the terms and conditions of the underlying Revocable License, then, to the extent of such conflict the terms and conditions of this First Amendment shall supersede and prevail over the terms and conditions of the underlying Revocable License.

6. 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.

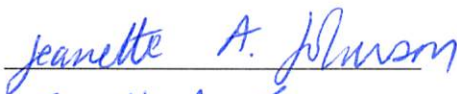
CITY:

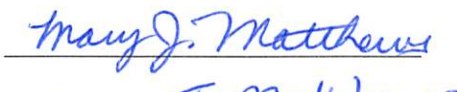
CITY OF FORT LAUDERDALE, a municipal corporation of the State of Florida:

By 
Dean J. Trantalis, Mayor

By 
Christopher J. Lagerbloom, City Manager


WITNESSES:


Jeanette A. Johnson
Witness Print Name

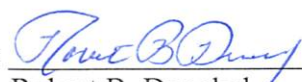

Mary J. Matthews
Witness Print Name

(CORPORATE SEAL)

ATTEST:


Jeffrey A. Modarelli, City Clerk

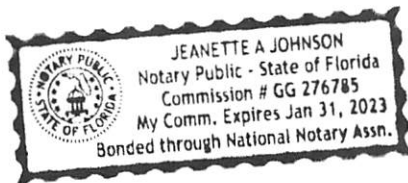
Approved as to form:
Alain Boileau, City Attorney

By: 
Robert B. Dunckel,
Assistant City Attorney

STATE OF FLORIDA:
COUNTY OF BROWARD:

The foregoing instrument was acknowledged before me this 16th day of September, 2019, 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.

(NOTARY SEAL)



Jeanette A. Johnson
Notary Public, State of Florida
(Signature of Notary taking Acknowledgment)

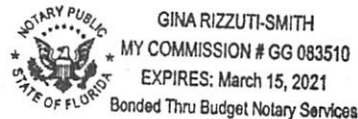
Jeanette A. Johnson
Name of Notary Typed,
Printed or Stamped
My Commission Expires: 1/31/23

Commission Number GG 276785

STATE OF FLORIDA:
COUNTY OF BROWARD:

The foregoing instrument was acknowledged before me this 9th Sept. 9th, 2019, by CHRISTOPHER J. LAGERBLOOM, 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)

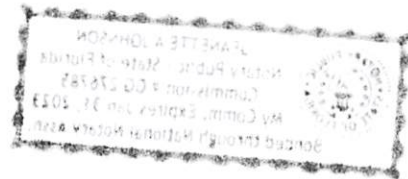


Gina Rizzuti-Smith
Notary Public, State of Florida
(Signature of Notary taking Acknowledgment)

Name of Notary Typed,
Printed or Stamped

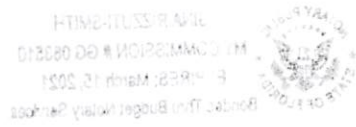
My Commission Expires:

Commission Number



Handwritten signature in blue ink.

Handwritten signature in blue ink.



AS TO LICENSEE:

WITNESS:

Nicole E. Angelakos

Nicole E. Angelakos

Witness Print Name

Patricia P. Plante

Witness Print Name

KG LAS OLAS TRUSTEE, LLC, a Florida Limited Liability company, as Trustee under the KG LAS OLAS LAND TRUST, a Florida Land Trust ("Trustee"), by

By: THE KOLTER GROUP, LLC, a Florida Limited Liability Company, Manager of KG LAS OLAS TRUSTEE, LLC, a Florida Limited Liability Company,

By:

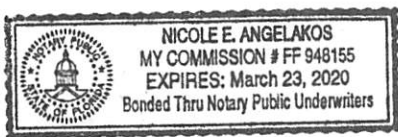
Kevin Voller

KEVIN VOLLER, its Manager

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 28 day of May, 2019, by Kevin Voller, Manager for THE KOLTER GROUP, LLC, a Florida Limited Liability Company, Manager for KG LAS OLAS TRUSTEE, LLC, a Florida Limited Liability Company. He is personally known to me or has produced _____ as identification and did take an oath.

(SEAL)



Nicole E. Angelakos

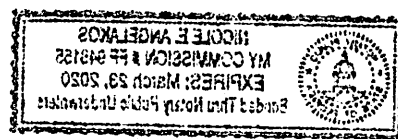
Notary Public, State of Florida
(Signature of Notary taking
Acknowledgment)

Nicole E. Angelakos

Name of Notary Typed,
Printed or Stamped

My Commission Expires: 3/23/2020
FF948155

Commission Number





COMMISSION AGENDA ITEM
DOCUMENT ROUTING FORM

106
9/18/19

Today's Date: 9/9/19

DOCUMENT TITLE: First Amendment to Revocable License – KG Las Olas Trustee, LLC

COMM. MTG. DATE: 5/21/19 CAM #: 19-0512 ITEM #: CM-5 CAM attached: ☒ YES ☐ NO

Routing Origin: CAO Router Name/Ext: Shaniece/Ext. 5036 Action Summary attached: ☐
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.

CIP FUNDED: ☐ YES ☐ NO

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: 9/9/19

Robert Dunckel
Attorney's Name

RBD
Initials

2) City Clerk's Office: # of originals: 1 Routed to: MJ Matthews/CMO/x5364 Date: 9/9/19

3) City Manager's Office: CMO LOG #: Sep 15 Document received from: CCO

Assigned to: CHRIS LAGERBLOOM ☒ ROBERT HERNANDEZ ☐ RHODA MAE KERR ☐
CHRIS LAGERBLOOM as CRA Executive Director ☐

☐ APPROVED FOR C. LAGERBLOOM'S SIGNATURE ☐ N/A FOR C. LAGERBLOOM TO SIGN

PER ACM: R. HERNANDEZ (Initial/Date) R. KERR (Initial/Date)

☐ PENDING APPROVAL (See comments below)

Comments/Questions: _____

Forward 1 originals to ☒ Mayor ☐ CCO Date: 9/10/19

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

5) City Clerk: Forward ____ originals to SHL CAO for FINAL APPROVAL Date: _____

6) CAO forwards ____ originals CCO

7) City Clerk: Scan original and forwards ____ originals to: _____ (Name/Dept/Ext)

Attach ____ certified Reso # ____ ☐ YES ☒ NO

Original Route form to Shaniece Louis