

Return recorded document to:
Gabrielle Bush, Esq.
Assistant City Attorney
City of Fort Lauderdale
1 East Broward Blvd., Suite 1320
Fort Lauderdale, FL 33301

This instrument was prepared by:
Gabrielle Bush, Esq.
Assistant City Attorney
City of Fort Lauderdale
1 East Broward Blvd., Suite 1320
Fort Lauderdale, FL 33301

REVOCABLE LICENSE

THIS IS A REVOCABLE LICENSE granted this ____ day of _____, 2026, by and between:

CITY OF FORT LAUDERDALE, a Florida municipal corporation, 1 East Broward Blvd., Suite 444, Fort Lauderdale, FL 33301 (hereinafter “CITY”)

and

900 INTRACOASTAL, LLC, a Delaware limited liability company authorized to conduct business in the State of Florida, FEI/EIN Number 93-3624014, whose mailing address is 398 NE 5th Street, 13th Floor Miami, FL 33132, its successors and assigns (hereinafter, “LICENSEE”).

WHEREAS, LICENSEE, is the fee simple owner of the Property, located at 900 Intracoastal Drive 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 residential development project known as “Sage Condo Project”, approved by the City on September 27, 2024, pursuant to DRC Case No. UDP-S24005, 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 the pedestrian and vehicle 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 (more particularly described herein) with appropriate traffic control plans, emergency access, pavement markings, signage, warning lights, temporary barrier fences, restoration of pavement, construction of underground utilities, subject to certain terms and conditions; and

WHEREAS, on November 20, 2024, under Case No. PLN-PROW-26020001, 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 temporary closures of the License Areas which are more particularly described in **Exhibit “B”** hereto; and

WHEREAS, the City Commission of the City of Fort Lauderdale, by Motion on June 2, 2026, 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 Revocable License, 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 residential development consisting of a 44-unit residential development within a 292'-9" high-rise tower, approved on September 27, 2024, pursuant to DRC Case No. UDP-S24005. As approved, the Development Project includes the installation and construction of concrete driveway paving, landscaping, irrigation, utilities, sidewalks, lighting, and any other improvements shown on the approved site plan for the Development Project. The Development Project is known by the name “SageCondo Project” and has a street address of 900 Intracoastal Drive.

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 Areas means the areas depicted within the Sketch and Legal Descriptions set forth in **Exhibit “B”** attached hereto.

LICENSEE means **900 Intracoastal, LLC**, a Delaware limited liability company, whose mailing address is 398 NE 5th Street, 13th Floor, Miami, FL 33132 and its successors and assigns.

M.O.T. means the Maintenance of Traffic Plan approved by the Office of the City Engineer under MOT Permit No. ROW-MOT-26040008, associated with Revocable License Permit No. ENG-RL-26040001 and DRC Case No. UDP-S24005S23015.

Permit means either the Building Permit No. BLD-CNC-25030847 issued on May 7, 2026 by the Building Official pursuant to The Florida Building Code, as amended for Broward County thereto or an Engineering Permit issued by the Office of the City Engineer, or both, whichever the case may be.

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 Project Improvements to be installed, constructed, operated, maintained, repaired, and removed 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.

Project means the temporary closure of the public rights-of-way within the License Area and the construction, installation, operation, maintenance, repair, and reconstruction, from time to time, of the Project Improvements within the License Area 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 Area, 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 Area, including construction and installation of underground utility facilities, street resurfacing, signage and pavement markings, temporary mounted signs, temporary barrier fences and gates and dust screen, construction, and installation of utility facilities within License Area. The term *Project Improvements* includes, without limitation, the installation of streetscape improvements, parallel parking, landscaping, irrigation, pedestrian lighting, pavers, sidewalks, installation of utilities/infrastructure, and resurfacing of the License Area.

Project Site means the area within the Property and License Area.

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

Staging of Materials or Equipment means the placement of materials or equipment or parking of vehicles within the License Areas in any manner other than (a) temporarily and (b) for the purpose of and while actually engaged in the act of loading or off-loading materials or equipment from a vehicle. *Staging of Materials or Equipment* shall include equipment or materials off-loaded from a vehicle and placed within the License Area when not being removed from the License Area to LICENSEE’s Property within two (2) hours.

Storage is synonymous with *Staging of Materials or Equipment* during the assembling or construction of the Project Improvements and shall mean the placement of materials or equipment within the License Area or any public right of way in such a manner as would constitute *Staging of Materials or Equipment* if the materials or equipment were within the License Area.

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 possession, use, construction, installation, occupancy of the Project Improvements within the License Areas during the term of the Revocable License at LICENSEE’S sole cost and expense, subject to the terms and conditions contained in this Revocable License. Except for the staging of the construction crane, this Revocable License does not permit the Staging of Materials or Equipment within the License Areas relative to the construction of the Development Project. This Revocable License does permit the Staging of Materials or Equipment within the License Area for improvements to the existing rights-of-way including, but not limited to, water and sewer facilities, storm drainage, street and sidewalk improvements, including curb and gutter, fiberoptic cable installations, and on-street parking. The granting of this Revocable License is intended to ensure the public safety and to enable the Project Improvements in an area inaccessible to the public and in a manner that will enhance the public safety.

4. **Term:** This Revocable License shall automatically terminate twenty-four (24) months after the effective date unless terminated sooner, suspended, or extended in accordance with the terms of this Revocable License.

4.1 This closure period shall commence upon the Effective Date. 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 Section 4. Requests for extensions must be made at least two (2) weeks prior to the expiration date of this closure.

4.2 The City Manager shall have the authority, upon written request by LICENSEE, to extend the term of this Revocable License for delays beyond the reasonable control of the LICENSEE, including and without limitation, Force Majeure events, Section 37. 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.

5. **Closure: Partial Right-of-Way of Intracoastal Drive**

5.1 **Purpose:** The purpose of this closure is for the use of construction vehicles to access the Project Site to deliver and haul off materials, in accordance with the approved site plan requirements, and promote public safety. The proposed closure is described below and graphically shown in the License Areas, attached as **Exhibit “B”** and the Detour Plans, attached as **Exhibit “C”**. The proposed MOT plan does not appear to present any conflicts with the other construction projects in this area.

5.2 **Boundary of Closure:** The outside (east) approximate 15-foot paved shoulder starting from approximately 55 feet north of NE 9 Street and extending to approximately 200 feet north of NE 9 Street., as more particularly shown and described in

Exhibit “B” (License Areas). Two-way vehicular travel will be maintained on Intracoastal Drive via the existing travel lanes as shown in **Exhibit “C”** (Detour Plans).

5.3 As to the extent and duration of the closure and notwithstanding the foregoing, the City Engineer, in his or her sole discretion, will determine 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, pathways, and such other aspects of this Project as the City Engineer deems necessary and appropriate.

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

6. Revocation, Suspension, and Termination.

6.1 In the event the City Manager reasonably determines that the (a) LICENSEE is in violation of any material term or condition of this Revocable License, or (b) the Revocable License granted herein or the actions of LICENSEE or any of its agents, servants, employees, guests, or invitees or the actions of any of the agents, servants, employees, guests, or invitees of the LICENSEE’s contractors, subcontractors, or independent contractors conflict with a municipal interest of the CITY or the public, or (c) CITY requires the use of the License Area or adjacent publicly dedicated thoroughfare(s) for a conflicting municipal purpose, or (d) continuation of the Revocable License granted herein, as to the respective License Area, is no longer in the best interest of the public, 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 matter by the City Manager, the authority granted by this Revocable 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 Revocable License granted herein.

6.2 In the event that the City Commission determines that the (a) 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 any of the agents, servants, employees, guests, or invitees of the LICENSEE’s contractors, subcontractors, or independent contractors conflict with a municipal interest of the CITY or public, (b) CITY requires the use of the above-mentioned License Area or publicly dedicated thoroughfare for a conflicting municipal purpose, or (c) continuation of the Revocable License for any of the License Area granted herein is no longer in the best interest of the public, then, in that event, the Revocable 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.

6.3 In the event that emergent conditions arise within any of the License Areas 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 the event the Revocable License must be temporarily suspended for a period longer than fourteen (14) days, City Commission approval is required.

6.4 In the event of an 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.

6.5 This Revocable License as to the License Area may also be revoked or terminated pursuant to the terms of Section 22.2.1.

7. **Conditions.** The Revocable License granted herein is subject to compliance with the following conditions:

7.1 To the extent required by law, no placement, installation or construction of Project Improvements within the License Areas shall be commenced prior to issuance of a Building Permit, where applicable, by the Building Official or issuance of an Engineering Permit, where applicable, by the City Engineer or designee.

7.2 LICENSEE shall submit Plans and Specifications for the Improvements, to the Office of the City Engineer, where required, and to the Building Official, where required, for review and approval prior to commencing construction of the Project Improvements.

7.3 For the License Areas, where the Project Improvements are to be placed, installed or constructed, prior to construction and installation of Project Improvements within the License Areas, LICENSEE, at the discretion of the City Engineer or designee, shall perform, at its sole cost and expense, a sub-surface utility investigation before and after the construction of the Project Improvements and provide videos, reports, and any other required documentation to the CITY.

7.3.1 In the event defects to any of the subterranean utilities are detected as a result of sub-surface utility investigation, CITY shall cause to be repaired such defects prior to construction and installation of the Project Improvements.

7.3.2 In the event no defects to any of the subterranean utilities are identified as a result of the sub-surface utility investigation under Section 7.3.1., or in the event LICENSEE has failed to document conditions prior to starting construction, LICENSEE, at the discretion of the City Engineer, shall perform at its sole cost and expense, a second sub-surface utility investigation one (1) year after receiving a Certificate of Completion from the City Engineer, and bear the cost of any repairs to the satisfaction of the City Engineer, in the event defects to any of the subterranean utilities are detected as a result of the second sub-surface utility investigation, provided that such repairs only be limited to any work installed or performed by LICENSEE.

7.4 LICENSEE shall provide the Office of the City Engineer as-built plans, specifications, details and surveys after construction of the Project Improvements.

7.5 Any necessary or required signage 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 Standard Specifications for Road and Bridge Construction and their Design Standards and the Development Project's Plans and Specifications. In the event of conflict, the Contract Administrator shall proscribe which standard, specification or detail shall supersede or prevail.

7.6 For sign details, use the Manual on Uniform Traffic Control Devices, 11th edition.

7.7 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.

7.8 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.

7.9 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.

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

7.11 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.

7.12 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 installation, movement or removal of Project Improvements including temporary barrier fencing shall be repaired by LICENSEE to the satisfaction of the Office of City Engineer and the cost of such repairs shall be borne by LICENSEE.

7.13 At the conclusion of the Development Project, LICENSEE shall mill and surface the roadway within License Area, if any, as provided in Section 12.1.3 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 construction of the Development Project.

7.14 At the conclusion of the construction and installation phase of the Development Project, 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 Project Improvements located 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 construction of the Development Project.

7.15 LICENSEE shall utilize off-duty City of Fort Lauderdale police officers for traffic control as required by the City Manager.

7.16 Except as to the Staging of Materials and Equipment in conjunction with the construction and installation of utility facilities or streetscape improvements within the License Areas, storage of construction materials or equipment shall not be permitted within the License Areas or any of the public rights-of-way, unless such offsite area is approved as a construction staging area by the CITY.

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

7.18 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 Index No. 17302.

7.19 The M.O.T. Plan for the Project shall be on file in the Office of the City Engineer and LICENSEE shall proceed with the Project in accordance with the M.O.T Plan for the Project after the Effective Date hereof has been attained. The terms and conditions of this Revocable License are hereby incorporated into the M.O.T. Plan and the Master Permit.

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

7.20 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 9:30AM and 4:00PM to 6:30PM, Monday through Friday, except for legal holidays observed by the CITY.

7.21 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.

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

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

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

7.25 Except as provided in Section 7.16, 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.

7.26 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.

7.27 Violation of any of the conditions of this Revocable License, Staging/Dust Control Plan or M.O.T. Plan may 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.

7.27.1 A fine of \$1,000.00 per day may be imposed for violations of any of the terms or conditions hereof in accordance with Section 22.1, et seq. hereof.

7.27.2 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 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 in the event the off-site parking facility is a public parking facility owned or operated by the City of Fort Lauderdale, who shall consult with the Director of Transportation and Mobility. All personnel working the Development Project shall park their vehicles in either the on-site or off-site parking facilities supplied pursuant to this Revocable License.

7.27.3 In the event it is necessary for LICENSEE to establish remote offsite parking facilities and that facility is outside a three (3) block radius from the Property, 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.

7.28 LICENSEE shall mail written notice of any 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 the Condominium Associations and residential neighborhood 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.

7.29 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 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/>. 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.

8. **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.

9. **Condition of License Areas.** LICENSEE accepts the License Areas in an "AS IS" condition as of the Effective Date of this Revocable License. If LICENSEE finds any conditions altered after an initial inspection of License Areas, which have a material adverse effect on the Project, CITY should be notified immediately.

10. **Compliance with Regulations of Public Bodies.** LICENSEE shall, at its sole cost and expense, possess, use, construct, operate, maintain, repair, and replace, from time to time, the Project Improvements within the License Areas and the Project and perform such acts and do such things as shall be lawfully required by any public body having jurisdiction over the License Areas, Project Improvements, and the Project in order to 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, and other similar regulatory requirements.

11. **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

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

to the continued possession, use, operation, and maintenance of the Project within the License Areas.

12. Repairs and Maintenance. LICENSEE shall not damage the Project Improvements or License Areas. LICENSEE shall, at its own cost and expense, safely and securely maintain the Project Improvements and the License Areas and keep the License Areas clean and in good condition, make repairs, and keep the License Areas 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 Areas in its original condition at the time of the commencement of the License Term and to similarly maintain the Project Improvements as originally installed or constructed during the term of this Revocable License. The City Engineer shall approve all repairs and replacements within the License Area. 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 Areas to the original condition at the time of commencement of the License Term. The License Areas shall be maintained in a neat and orderly appearance at all times.

12.1 Restoration of Road Right-of-Way.

12.1.1 LICENSEE shall submit evidence to the City Engineer, which such evidence shall be reasonably satisfactory to the City Engineer, to document conditions that existed prior to construction of the Development Project within the public rights-of-way adjacent to the Development Project. 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.

12.1.2 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.

12.1.3 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 City's 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.

12.1.4 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 Service Department prior to starting construction of the Project or any improvements or any repairs in the public right-of-way. A bond in the amount of 100% of the construction value will be required for a period of one year.

12.1.5 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.

13. **Emergencies.** If an emergency situation arises where the License Areas 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 notice to the LICENSEE's Contact Person via email and telephone. If, following that notice, LICENSEE fails to take timely action to correct the emergency situation, and allows the emergency situation to continue that would pose an imminent threat to the health or safety of 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 **Lowell Plotkin, registered agent of Development**; phone number: **305 384-6712**; e-mail address: lplotkin@propertvimg.com ; and address: **398 NE 5th Street, 13th Floor, Miami, FL 33132**. 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.

14. **Damage to Public Property.** In the event the use, operation, construction, demolition, or reconstruction of the Project or Project Improvements or License Area cause(s) any damage whatsoever to any other public property, then LICENSEE shall be responsible for the cost of repair and shall, at CITY's option, make said repairs or reimburse CITY for the cost of same.

15. **Liens Against the License Areas.** 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 Areas, 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 Areas, or upon materialmen who furnish material incorporated in the construction and improvements upon the foregoing, a construction lien pursuant to Chapter 713, Florida Statutes (2025) or an equitable lien upon the CITY's right, title or interest in and to the Property or License Areas. These provisions shall be deemed a notice under Section 713.10(1), Florida Statutes (2025) of the "non-liability" of the CITY.

16. **Removal.** Except as may otherwise be expressly provided herein, LICENSEE shall remove all Project Improvements constructed or Project materials, rubbish, or equipment within the License Areas and any components thereof, exclusive of utilities facilities constructed and installed, upon revocation or termination of this Revocable License and upon demand of CITY for removal of such Project Improvements or Project materials, rubbish, or equipment, and LICENSEE shall restore the License Areas to the condition(s) that existed prior to LICENSEE's installation of any such Project or Project Improvements within the License Areas. Such removal shall be at LICENSEE's sole cost and expense. In the event LICENSEE fails to remove all or any part of the Project Improvements or Project materials, rubbish, or equipment within the License Area, exclusive of utilities facilities 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 Project Improvements or Project materials, rubbish, or equipment and restore License Area to the condition that existed prior to the LICENSEE's construction or installation of the improvements in the License Areas, and all reasonable costs associated with the removal and restoration thereof shall be fully reimbursed to CITY by LICENSEE. Notwithstanding the foregoing, LICENSEE shall have the obligation of immediately removing any equipment or materials or temporary fencing within the License Areas upon termination of this Revocable License, in the event LICENSEE fails to do so, CITY shall have the right to remove same, recouping the reasonable cost thereof from LICENSEE in the manner set forth herein.

17. **Damage and Destruction.** LICENSEE shall not by its possession, use, occupancy, operation, maintenance, or repair of the License Areas, cause damage to the License Areas or to the adjacent real property or public rights-of-way. If during the term of this Revocable License the structures, Project Improvements, fixtures or personal property within the License Areas or adjacent public rights-of-way shall be 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:

17.1 seek the necessary permits and approvals from CITY and any other regulatory agency with jurisdiction over the License Areas 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

17.2 to the extent that such destruction or damage affected the structures and improvements within the License Areas or real property or public rights-of-way adjacent thereto, or any part thereof, if LICENSEE elects to remove such structures and Project Improvements (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 Areas as nearly as possible to its original condition.

All such repairs, restructuring and replacements shall be hereafter referred to as "Restoration." The cost of Restoration shall be paid solely by LICENSEE.

18. **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 Areas by CITY but rather a license granted to LICENSEE by CITY for the nonexclusive possession, use, occupancy, operation, maintenance, and repair of the License Areas in order to conduct the Project under the terms and conditions stated herein, such terms and conditions including termination of the Revocable 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.

19. **Indemnity.**

19.1 LICENSEE agrees to indemnify and hold harmless the CITY, its officers, employees, volunteers, and agents from and against any and all causes of action, demands, claims, losses, liabilities, and expenditures of any kind, including attorneys' fees, court costs, and expenses (collectively, a "Claim"), raised or asserted by any Person or entity not a party to this Revocable License, which Claim is caused or alleged to be caused in whole or in part, by any intentional, reckless, or negligent act or omission of LICENSEE, LICENSEE's contractors and subcontracts, its officers, employees, volunteers, agents or assigns, arising from, relating to, or in connection with this Revocable License. If any Claim is brought against CITY, LICENSEE and LICENSEE's contractors and subcontracts shall, at their own expense, upon written notice from CITY defend CITY against each such Claim by counsel satisfactory CITY, or, at the option of CITY, pay for an attorney selected by the City Attorney to defend the CITY.

19.2 CITY is subject to Section 768.28, Florida Statutes, as may be amended from time to time. Nothing herein is intended to serve as a waiver of sovereign immunity by the CITY to which sovereign immunity may be applicable. Nothing herein shall be construed as consent by the CITY to be sued by third parties in any matter arising out of this Revocable License or any other contract.

19.3 The provisions of this Section 19 shall survive the expiration or earlier termination of this Revocable License.

20. Insurance.

As a condition precedent to the effectiveness of this Revocable License, during the term of this Revocable License and during any renewal or extension term of this Revocable License, LICENSEE shall, at its sole expense, provide insurance of such types and with such terms and limits as noted below. Providing proof of and maintaining adequate insurance coverage are material obligations of LICENSEE. LICENSEE shall provide the CITY a certificate of insurance evidencing such coverage. LICENSEE's insurance coverage shall be primary insurance for all applicable policies, in respect to the CITY's interests for this Revocable License. The limits of coverage under each policy maintained by LICENSEE shall not be interpreted as limiting LICENSEE's liability and obligations under this Revocable License. All insurance policies shall be through insurers authorized or eligible to write policies in the State of Florida and possess an A.M. Best rating of A-, VII or better, subject to approval by the CITY's Risk Manager.

The coverages, limits, and/or endorsements required herein protect the interests of the CITY, and these coverages, limits, and/or endorsements shall in no way be relied upon by LICENSEE for assessing the extent or determining appropriate types and limits of coverage to protect LICENSEE against any loss exposures, whether as a result of this Revocable License or otherwise. The requirements contained herein, as well as the CITY's review or acknowledgement, are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by LICENSEE under this Revocable License.

The following insurance policies and coverages are required:

Commercial General Liability

Coverage must be afforded under a Commercial General Liability policy with limits not less than:

- \$2,000,000 each occurrence and \$2,000,000 aggregate for Bodily Injury, Property Damage, and Personal and Advertising Injury
- \$2,000,000 each occurrence and \$2,000,000 aggregate for Products and Completed Operations

Policy must include coverage for contractual liability and independent contractors.

The CITY, a Florida municipality, its officials, employees, and volunteers are to be included as an additional insured with a CG 20 26 04 13 Additional Insured – Designated Person or Organization Endorsement or similar endorsement providing equal or broader Additional Insured Coverage with respect to liability arising out of activities performed by or on behalf of LICENSEE. The coverage shall contain no special limitation on the scope of protection afforded to the CITY, its officials, employees, and volunteers.

Business Automobile Liability

Coverage must be afforded for all Owned, Hired, Scheduled, and Non-Owned vehicles for Bodily Injury and Property Damage in an amount not less than \$1,000,000 combined single limit each accident.

If LICENSEE does not own vehicles, LICENSEE shall maintain coverage for Hired and Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

Workers' Compensation and Employer's Liability

Coverage must be afforded per Chapter 440, Florida Statutes. Any person or entity performing work for or on behalf of the CITY must provide Workers' Compensation insurance. Exceptions and exemptions will be allowed by the CITY's Risk Manager, if they are in accordance with Florida Statute.

LICENSEE waives, and LICENSEE shall ensure that LICENSEE's insurance carrier waives, all subrogation rights against the CITY, its officials, employees, and volunteers for all losses or damages. The CITY requires the policy to be endorsed with WC 00 03 13 Waiver of our Right to Recover from Others or equivalent.

LICENSEE must be in compliance with all applicable State and federal workers' compensation laws, including the U.S. Longshore and Harbor Workers' Compensation Act and the Jones Act, if applicable.

Insurance Certificate Requirements

- a. LICENSEE shall provide the CITY with valid Certificates of Insurance (binders are unacceptable) no later than ten (10) days prior to the start of work contemplated in this Revocable License.
- b. LICENSEE shall provide to the CITY a Certificate of Insurance having a thirty (30) day notice of cancellation; ten (10) days' notice if cancellation is for nonpayment of premium.
- c. In the event that the insurer is unable to accommodate the cancellation notice requirement, it shall be the responsibility of LICENSEE to provide the proper notice. Such notification will be in writing by registered mail, return receipt requested, and addressed to the certificate holder.
- d. In the event the Revocable License term or any surviving obligation of LICENSEE following expiration or early termination of the Revocable License goes beyond the expiration date of the insurance policy, LICENSEE shall provide the CITY with an updated Certificate of Insurance no later than ten (10) days prior to the expiration of the insurance currently in effect. The CITY reserves the right to suspend the Revocable License until this requirement is met.
- e. The Certificate of Insurance shall indicate whether coverage is provided under a claims-made or occurrence form. If any coverage is provided on a claims-made form, the Certificate of Insurance must show a retroactive date, which shall be the effective date of the initial contract or prior.

- f. The CITY shall be included as an Additional Insured on all liability policies, with the exception of Workers' Compensation.
- g. The CITY shall be granted a Waiver of Subrogation on LICENSEE's Workers' Compensation insurance policy.
- h. The title of the Revocable License, Bid/Contract number, or other identifying reference must be listed on the Certificate of Insurance.

The Certificate Holder should read as follows:

City of Fort Lauderdale
Development Services Department
401 SE 21st Street
Fort Lauderdale, FL 33316

LICENSEE has the sole responsibility for all insurance premiums and shall be fully and solely responsible for any costs or expenses as a result of a coverage deductible, co-insurance penalty, or self-insured retention; including any loss not covered because of the application of such deductible, co-insurance penalty, self-insured retention, or coverage exclusion or limitation. Any costs for including the CITY as an Additional Insured shall be at LICENSEE's expense.

If LICENSEE's primary insurance policy/policies do not meet the minimum requirements as set forth in this Revocable License, LICENSEE may provide evidence of an Umbrella/Excess insurance policy to comply with this requirement.

LICENSEE's insurance coverage shall be primary insurance in respect to the CITY's interests for this Revocable License, its officials, employees, and volunteers. Any insurance or self-insurance maintained by the CITY shall be non-contributory.

Any exclusion or provision in any insurance policy maintained by LICENSEE that excludes coverage required in this Revocable License shall be deemed unacceptable and shall be considered breach of contract.

All required insurance policies must be maintained until the Revocable License work has been accepted by the CITY, or until this Revocable License is terminated, whichever is later. Any lapse in coverage may be considered breach of contract. In addition, LICENSEE must provide to the CITY confirmation of coverage renewal via an updated certificate of insurance should any policies expire prior to the expiration of this Revocable License. The CITY reserves the right to review, at any time, coverage forms and limits of LICENSEE's insurance policies.

LICENSEE shall provide notice of any and all claims, accidents, and any other occurrences associated with this Revocable License to LICENSEE's insurance company or companies and the CITY's Risk Management office as soon as practical.

It is LICENSEE's responsibility to ensure that any and all of LICENSEE's independent contractors and subcontractors comply with these insurance requirements. All coverages

for independent contractors and subcontractors shall be subject to all of the applicable requirements stated herein. Any and all deficiencies are the responsibility of LICENSEE. The CITY reserves the right to adjust insurance limits from time to time at its discretion with notice to LICENSEE.

21. **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.

22. **Remedies of CITY.**

22.1 In the event the LICENSEE fails to perform or violates any of the terms or conditions of this Revocable License or defaults or breaches any term or condition hereof, CITY shall provide notice thereof to LICENSEE and LICENSEE shall cure such violation within twenty (20) days of such Notice.

22.1.1 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 every day the violation continues beyond the date set in the Notice under Section 22.1.

22.1.2 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.

22.1.3 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.

22.1.4 Within ten (10) days of receiving a Notice of Appeal under Subsection 22.1.3, 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 Subsection 22.1.3, 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.

22.1.5 In the event LICENSEE contests the Final Order of the City Manager under Subsection 22.1.4, 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.

22.1.6 Any fines resulting from the process set forth in Subsections 22.1.1 through 22.1.5 shall be paid to CITY within sixty (60) days from the final adjudication resulting from that process.

22.1.7 LICENSEE acknowledges and agrees that the issuance of any temporary, partial, or final Certificate of Occupancy for the Development Project may be delayed during the period where any violations of the terms or conditions of this Revocable License still exist.

22.1.8 LICENSEE acknowledges and agrees that the issuance of any temporary, partial, or final Certificate of Occupancy for the Development Project may be delayed during the period where any fines imposed have not been paid.

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

22.2 In the event the LICENSEE fails to timely cure the violation within the time specified in Subsection 22.1, the CITY, as an alternative to the procedures set forth in Subsections 22.1.1 through 22.1.9, may:

22.2.1 revoke or terminate this Revocable License; or

22.2.2 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

22.2.3 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 inactions. 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

Revocable 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.

22.2.4 If LICENSEE does not make the payments required under this Section 22 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 22.1.1 through 22.1.6 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.

22.3 The remedies found within Section 22, including all subsections thereof, are cumulative. The exercise of one does not preclude the exercise of any other remedy.

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

24. **Notices.**

24.1 Except as provided in Subsection 24.3 below, whenever it is provided herein that notice, demand, request, or other communication shall or may be given to, or served upon, either of the parties by the other, or either of the parties shall desire to give or serve upon the other any notice, demand, request, or other communication with respect hereto or with respect to any matter set forth in this Revocable License, each such notice, demand,

request, or other communication shall be in writing and any law or statute to the contrary notwithstanding shall not be effective for any purpose unless the same shall be given by mailing the same by (i) registered or certified mail, postage prepaid, return receipt requested, addressed, or (ii) an overnight air mail service such as Federal Express, UPS, or similar carrier addressed to the party at the address set forth below, or at such other address or addresses and to such other Person or firm as CITY may from time to time designate by notice as herein provided.

24.2 All notices, demands, requests, or other communications hereunder shall be deemed to have been given or served for all purposes hereunder forty-eight (48) hours after the time that the same shall be deposited in the United States mail, postage prepaid; in the manner aforesaid, provided, however, that for any distance in excess of five hundred (500) miles, air mail service or Federal Express or similar carrier shall be utilized, if available.

AS TO CITY: City Manager
City of Fort Lauderdale
101 NE 3rd Avenue, Suite 2100
Fort Lauderdale, FL 33301

With copy to: City Attorney
City of Fort Lauderdale
1 East Broward Blvd., Suite 1320
Fort Lauderdale, FL 33301

AS TO LICENSEE: Lowell Plotkin
Registered Agent of Development
398 NE 5th Street, 13th Floor,
Miami, FL 33132

With copy to: Jason S Crush.
Crush Law, P.A.
888 E Las Olas Boulevard
Fort Lauderdale, FL 33301
ASchein@Lochrielaw.com

24.3 As to activities under Section 13, Emergencies, notice need not be given in accordance with subparagraph (a) above, but notice shall be sufficient if given to the Contact Person pursuant to Section 13, Emergencies.

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 Revocable License or any interest therein or grant any right to the License Areas without prior written consent of CITY, which such consent may be granted or withheld in its sole discretion. 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. **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 benefit 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 agency or political subdivision of the State of Florida to be sued by third parties in any manner arising out of any contract.

27. **Entire Revocable License.** 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. 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 Revocable 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.

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. **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.

32. **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 (2024), and any resultant award of attorney's fees of non-compliance with that law.

33. **Preparation of Revocable License.** 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 Revocable License has been their joint effort.

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

35. **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.

36. **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 Areas and the conduct of the Project permitted herein.

37. **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 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.

38. **E-Verify.** As a condition precedent to the effectiveness of this Revocable License, pursuant to Section 448.095, Florida Statutes (2025), as may be amended or revised, the LICENSEE and its contractors and subcontractors shall register with and use the E-Verify system to electronically verify the employment eligibility of newly hired employees.

38.1 The LICENSEE shall require each of its contractors and subcontractors, if any, to provide the LICENSEE with an affidavit stating that the contractor and

subcontractor do not employ, contract with, or subcontract with an unauthorized alien. The LICENSEE shall maintain a copy of the contractor's and subcontractor's affidavit for the duration of this Revocable License and in accordance with the public records requirements of this Revocable License.

38.2 The CITY, the LICENSEE, the contractor, or any subcontractor who has a good faith belief that a Person or entity with which it is contracting has knowingly violated Subsection 448.09(1), Florida Statutes (2025), as may be amended or revised, shall terminate the contract with the Person or entity.

38.3 The CITY, upon good faith belief that the LICENSEE, a contractor, or any subcontractor knowingly violated the provisions of Subsection 448.095(5), Florida Statutes (2025), as may be amended or revised, but that the LICENSEE otherwise complied with Subsection 448.095(5), Florida Statutes (2025), as may be amended or revised, shall promptly notify LICENSEE and order LICENSEE to immediately terminate the contract with the contractor or subcontractor, and the LICENSEE shall comply with such order.

38.4 A contract terminated under Subparagraph 448.095(5)(c)1. or 2., Florida Statutes (2025), as may be amended or revised, is not a breach of contract and may not be considered as such. If the CITY terminates this contract under Paragraph 448.095(5)(c), Florida Statutes (2025), as may be amended or revised, the LICENSEE may not be awarded a public contract for at least one year after the date on which the contract was terminated. The LICENSEE is liable for any additional costs incurred by the CITY as a result of termination of this Revocable License.

38.5 LICENSEE shall include in each of its contracts or subcontracts, if any, the requirements set forth in this Section 38, including this subparagraph, requiring any and all contractors and subcontractors, as defined in Subsection 448.095(1)(e), Florida Statutes (2025), as may be amended or revised, to include all of the requirements of this Section 38 in their contracts and subcontracts. LICENSEE shall be responsible for compliance by any and all contractors and subcontractors, as defined in Subsection 448.095(1)(e), Florida Statutes (2025), as may be amended or revised, with the requirements of Section 448.095, Florida Statutes (2025), as may be amended or revised.

39. **Anti-Human Trafficking.** As a condition precedent to the effectiveness of this Revocable License, the LICENSEE shall provide the CITY with an affidavit signed by an officer or a representative of the LICENSEE under penalty of perjury attesting that the LICENSEE does not use coercion for labor or services as defined in Section 787.06, Florida Statutes (2025), as may be amended or revised.

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. LICENSEE shall provide within seven (7) days of recording a copy of the fully executed 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.

41. **Scrutinized Companies or Other Entities:** The LICENSEE certifies that it is not participating in a boycott of Israel. The CITY may terminate this Agreement at the CITY's option if the LICENSEE is found to have been placed on the scrutinized Companies or Other Entities that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2025), as may be amended or revised, or is engaged in a boycott of Israel. If the LICENSEE is found to have submitted a false certification as provided under subsection (5) of Section 287.135, Florida Statutes (2025), as may be amended or revised, the LICENSEE may be subject to such penalties as provided in Section 287.135, Florida Statutes (2025), as may be amended or revised.

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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

By: _____
Dean J. Trantalis, Mayor

[Witness type or print name]

By: _____
Rickelle Williams, City Manager

[Witness type or print name]

ATTEST:

(CORPORATE SEAL)

David Soloman, City Clerk

Approved as to form and correctness:

Gabrielle Bush
Assistant City Attorney

STATE OF FLORIDA:
COUNTY OF BROWARD:

The foregoing instrument was acknowledged before me, by means of physical presence or online notarization, this ____ day of _____, 2026, by **Dean J. Trantalis** as Mayor for the City of Fort Lauderdale, a municipal corporation of Florida.

[SEAL]

Signature of Notary Public – State of Florida

Print, Type or Stamp Commissioned Name of Notary Public

Personally Known OR Produced Identification
Type of Identification Produced _____

Revocable License
Licensee: 900 Intracoastal, LLC

STATE OF FLORIDA:
COUNTY OF BROWARD:

The foregoing instrument was acknowledged before me, by means of physical presence or online notarization this ____ day of _____, 2026, by **Rickelle Williams** as City Manager for the City of Fort Lauderdale, a municipal corporation of Florida.

[SEAL]

Signature of Notary Public – State of Florida

Print, Type or Stamp Commissioned Name of Notary Public

Personally Known OR Produced Identification

Type of Identification Produced _____

LICENSEE

WITNESSES:

Anastasia Deriy
Print Name: Anastasia Deriy
Address: 398 NE 5th Street, 13th
Floor, Miami, FL, 33132

Gianni Hernandez
Witness Signature
Print Name: Gianni Hernandez
Address: 398 NE 5th Street, 13th
Floor, Miami, FL 33132

900 Intracoastal, LLC, a Foreign limited liability company

By: [Signature]
Lowell Plotkin, Registered Agent of Development

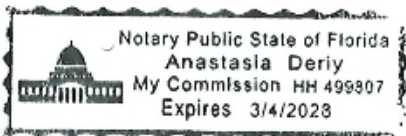
[CORPORATE SEAL]

STATE OF Florida :
COUNTY OF Miami - Dade :

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this 27 day of May, 2026, by Lowell Plotkin as Registered Agent of Development for 900 Intracoastal, LLC a Foreign limited liability company, who freely and voluntarily executed this instrument on behalf of said limited liability company.

[SEAL]

Anastasia Deriy
Signature of Notary Public – State of Florida



Anastasia Deriy
Print, Type or Stamp Commissioned Name of Notary Public

Personally Known OR Produced Identification
Type of Identification Produced _____

Exhibit “A”

The Property

[see attached survey]

PARCEL "B"
PLAT BOOK 68, PAGE 41



LOCATION SKETCH
900 INTRACOASTAL DR FORT LAUDERDALE FL 33304
NOT TO SCALE

LEGAL DESCRIPTION:

Lots 8 and 9 of Block 1, Sunrise, according to the plat thereof as recorded in Plat Book 28, Page 42 of the Public Records of Broward County, Florida.

SURVEYOR'S NOTES:

- This site lies in Section 1, Township 50 South, Range 42 East, City of Fort Lauderdale, Broward County, Florida.
- All documents are recorded in the Public Records of Broward County, Florida unless otherwise noted.
- Lands shown hereon were abstracted for easements and/or rights-of-way of records per Old Republic National Title Insurance Company, File Number: 25106005, with a commitment date of November 6, 2025, Revision D. All Easements and/or rights of way of record per title commitment that are platable are shown on this "ALTA/NSPS Land Title Survey".
- SCHEDULE B-1
- 1-6 Standard Exception not addressed.
- 7. INTENTIONALLY DELETED.
- 8. Notice Regarding Intracoastal Waterway Right-of-Way recorded in O.R.B. 28071, Page 945.
- Encumbers parcel but not subject to location. Blanket in nature.
- 9. Temporary Structure Affidavit recorded in Official Records Instrument No. 120165445, of the Public Records of Broward County, Florida.
- Encumbers parcel but not subject to location. Blanket in nature.
- Bearings hereon are referred to an assumed value of S 12°08'30" W for the easterly lines of Lots 6 and 7, said bearing is identical with the plat of record, and evidenced by (2) set nail & disks.
- Elevations shown hereon are relative to the National American Vertical Datum of 1988, based on Broward County Bench Mark No. 1877, Elevation + 2.99 NAVD 1988 (+4.551 NVD 1989). Located at Sunrise Boulevard and Middle River.
- Lands shown hereon are located within an area having a Zone Designation AE (EL 7) by the Federal Emergency Management Agency (FEMA), on Flood Insurance Rate Map No. 12011C0388J, for Community No. 125105, dated July 31, 2024, and index map revised July 31, 2024, and is relative to the North American Vertical Datum of 1988 (NAVD 88).
- Dimensions indicated hereon are field measured using a total station electronic distance measurement (EDM), unless otherwise noted.
- Lands shown hereon contain 33,000 square feet, or 0.758 acres, more or less.
- All horizontal control measurements are within a precision of 1:10,000.
- The locations of overhead utility lines are graphically shown to indicate the approximate connection points and do not reflect the actual location, number or type of wires.
- The surveyed property has direct access to Intracoastal Drive, a publicly dedicated right-of-way.
- Lots 8 and 9 are contiguous along their common boundaries without any gaps, gores or overlaps.
- This map is intended to be displayed at the graphic scale shown hereon or smaller.
- Roof overhangs not located unless otherwise shown.
- Underground improvements and/or underground encroachments not shown unless otherwise indicated.
- The approximate location of all utilities shown hereon were determined from As-Built plans and/or on-site locations and should be verified before construction.
- Legal description shown hereon based on the title commitment and no claims as to ownership are made or implied.
- The following are optional Table A items to meet ALTA/NSPS Land Title Survey standards:
 - Total striped parking spaces within legal description: 0 Regular and 0 Handicap.
 - Parking spaces were not verified for any applicable requirements.
- There is no evidence of earth moving work, building construction, or building additions observed in the process of conducting the fieldwork.
- To the best of our knowledge there are no proposed changes in street right-of-way lines and there is no visible evidence of recent road construction work.

LENDER'S REQUIRED NOTES:

- The property described hereon (the "Property") is the same as the property described in that certain Commitment for Title Insurance issued by Old Republic National Title Insurance Company bearing Commitment Number 25106005, with a commitment date of October 10, 2025, and that all easements, covenants and restrictions referenced in said title commitment or apparent from a physical inspection of the Property or otherwise known to me have been plotted hereon or otherwise noted as to their effect on the Property.
- All above ground visible utilities serving the Property enter through adjoining public streets and/or easements as shown.
- There are no encroachments onto adjoining premises, streets or alleys by any buildings, structures or other improvements located on the Property, and no encroachments onto the Property by buildings, structures or other improvements situated on adjoining premises.
- There is no observed evidence of use of the Property as a solid waste dump, sump or sanitary landfill.
- All set back, side yard and rear yard lines shown on the recorded plat or set forth in the applicable zoning ordinance are shown on the survey based on Zoning Report prepared by Urban Concepts, dated October 9, 2024.
- This survey was made in accordance with laws and/or Minimum Standards of the State of Florida.
- The survey and the information, courses and distances shown hereon are accurate.
- The record description of the subject property forms a mathematically closed figure.
- The survey shows the location of all visible storm drainage appurtenances for the collection and disposal of all roof and surface drainage.
- Any discharge into streams, rivers or other conveyance system is shown on the survey.
- Professional Liability Insurance Policy is obtained by the Surveyor in the minimum amount of \$2,000,000 in the aggregate or more. The certificate of insurance to be furnished to the client.
- There is no evidence of wetlands observed.
- There is no visible evidence of cemeteries or burial grounds found.

SURVEYOR'S CERTIFICATION:

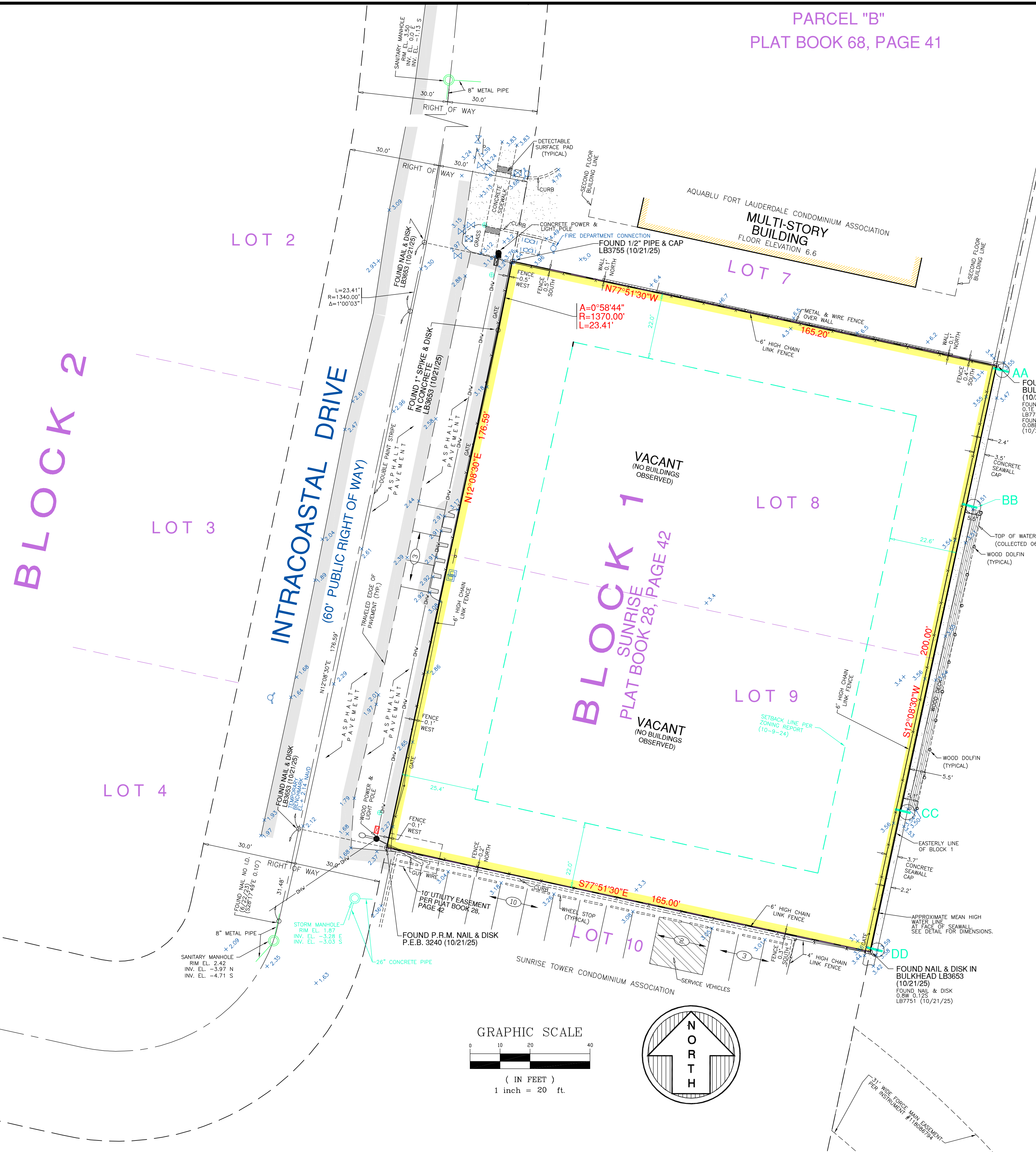
TO: RMWC VB LENDING LLC, a Delaware limited liability company, together with its successors and/or assigns
Old Republic National Title Insurance Company
Saul Ewing LLP
900 INTRACOASTAL, LLC, a Delaware limited liability company
FMG Acquisitions LLC, a Florida limited liability company
Sage Intracoastal Lender LP, a Delaware limited partnership, together with its successors and/or assigns
First Nationwide Title Group
Fidelity National Title Insurance Company

This is to certify that this "ALTA/NSPS Land Title Survey" was made under my responsible charge on June 22, 2023, and last updated on October 21, 2025, in accordance with the 2021 Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys, jointly established and adopted by ALTA and NSPS, and meets the applicable codes as set forth in the Florida Administrative Code, and includes Items 1, 2, 3, 4, 6(a), 6(b), 7(a), 7(b)(1), 7(c), 8, 9, 13, 14, 16, 17, 18, 19 & 20(a) of Table A thereof, pursuant to Section 472.027, Florida Statutes. The fieldwork was completed on October 21, 2025.

Not valid without the signature and original raised seal or a digital signature of the Florida Licensed Surveyor and Mapper shown below

FORTIN, LEAVY, SKILES, INC., LB3653

By: Daniel C. Fortin Jr., For The Firm
Surveyor and Mapper, LS6435
State of Florida.



LEGEND

	CATCH BASIN		0.5' CURB
	MANHOLE		2.00' CURB & GUTTER
	LIGHT POLE		CHAIN LINK FENCE
	WATER METER		GRADE ELEVATION
	WATER VALVE		ELEVATION
	CATCH BASIN INLET		INVERT
	UTILITY POLE		SANITARY
	RISER		P.R.M. = PERMANENT REFERENCE MONUMENT
	FIRE HYDRANT		O.R.B. = OFFICIAL RECORDS BOOK
	HANDHOLE		CONCRETE
	SIGN		ASPHALT PAVEMENT

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ALWAYS CALL 811
BEFORE YOU DIG

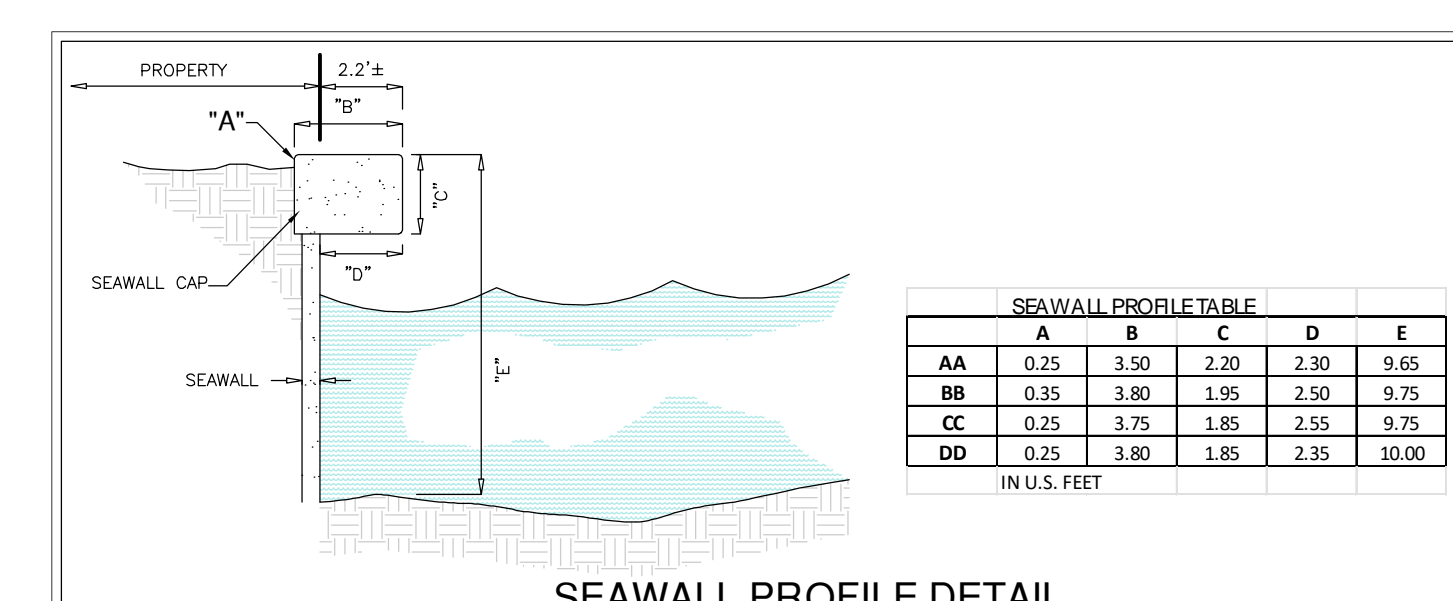
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www.sunshine811.com

VERTICAL DATUM CONVERSION DETAIL

BENCHMARK	3.42 N.A.V.D. = 5.00 N.G.V.D.
THIS SURVEY IS IN NAVD 1988	
0.00 NORTH AMERICAN VERTICAL DATUM (N.A.V.D. OF 1988)	29.42
0.00 NATIONAL GEODETIC VERTICAL DATUM (N.G.V.D. OF 1929)	5.00
	-1.68

BASED ON NGS COORDINATE CONVERSION AND TRANSFORMATION TOOL (NCAT)



This Drawing is the Property of Fortin, Leavy, Skiles, Inc. and is an instrument of service not to be reproduced in whole or in part without the Express WRITTEN Permission of Same.

250650	AMEND PER LENDERS COMMENTS(11/7/25)	DANJR	
250650	UPDATE SURVEY (10/21/25) SJD	GEM	
240597	AMEND PER LENDERS COMMENTS(10/21/24)	DANJR	
240597	AMEND PER NEW TITLE COMMITMENT	DANJR	
240597	UPDATE SURVEY (9/20/24) SH	DPJ	

FORTIN, LEAVY, SKILES, INC.
CONSULTING ENGINEERS, SURVEYORS & MAPPERS
FLORIDA CERTIFICATE OF AUTHORIZATION NUMBER: 00003653
180 N.E. 168th Street, North Miami Beach, Florida 33162
Phone: 305-653-4493 / Email: fls@flsurvey.com

ALTANSPS LAND TITLE SURVEY
900 INTRACOASTAL DRIVE
CITY OF FORT LAUDERDALE, BROWARD COUNTY, FLORIDA

Original Date: 6/22/23
Scale: 1" = 20'
Drawn By: DANJR
CAD No.: 980519
Plotted: 10/24/25 1:04p
Ref. Dwg.: 2098-096
Field Book: 495/69 JWL
Job No.: 230436
Dwg. No.: 2023-063-NAV
Sheet: 1 of 2

CAM #26-042
Exhibit 4
31 of 41

NOTE:
THIS SHEET REFLECTS THE PROPOSED SITE PLAN OVERLAID ON THE SURVEY DRAWING. SITE PLAN DRAWING WAS PROVIDED BY THE DEVELOPER, AND IS SHOWN IN ORANGE LINEWORK.



8737 West 2nd Street, Suite 202
Los Angeles, CA 90048

(213) 965-2048
(213) 471-8282 Direct
www.urban-concepts.com

Stephen I. Kia
Principal

MEMORANDUM

To: RMWC
From: Stephen I. Kia

Date: October 9, 2024
Job: 9100 Intracoastal Drive

Re: Zoning Review

The intent of this memorandum is to address the current zoning and development potential of a single parcel of land totaling approximately 0.758 acres located at 9100 Intracoastal Drive in the City of Fort Lauderdale, Broward County, Florida. The site enjoys 200 linear feet along the City's picturesque Intracoastal Waterway. It is currently developed with an existing 18-unit multifamily residential building that is planned to be replaced with a 28-story condominium tower known as Sege Residences. The project also includes a landscaped pedestrian path and dock adjacent to the bulkhead line along the waterfront.

Urban Design and Planning Approval

Urban Design and Planning Case No. UDP-S24035 (Site Plan Level III Review) was recently approved by the Fort Lauderdale Planning and Zoning Board on 8.16.24, and the Commission call-up period was extended until 9.27.24. It authorized the proposed project on the subject property after taking into account previous feedback from the City's Development Review Committee, which reviewed the case on 2.27.24.

According to Yvonne Redding, Urban Planner with the City of Fort Lauderdale, the official minutes of the hearing approving the project will not be made publicly available until after the next meeting of the Planning and Zoning Board on 10.16.24. However, we do know that the applicant will have until 3.27.26 to apply for a building permit, and until 5.27.26 to obtain a building permit. It should also be noted that an extension may be granted through the Executive Order process if there is a declared emergency by the Florida Governor's office. The applicant can also apply for an extension through the normal Site Plan extension process.

9100 Intracoastal Drive - Fort Lauderdale, FL
Page 2

- Waterway Use
- Conditional Use Permit for Height
- Request for Yard Modifications

According to the staff report filed with the case, the approval included a waterway use, which requires a 20-foot landscaped yard adjacent to the existing bulkhead line, and a conditional height increase from the maximum height of 150 feet to a maximum height of 282 feet and 9 inches. Additionally, current zoning regulations require the front, side, and rear setbacks to be half the height of the building or in this case 145 feet. A deviation was granted from the setback requirements for the podium and tower, authorizing a western front yard setback of 25 feet and 5 inches, north and south side yard setbacks of 22 feet, and an eastern rear yard setback of 22 feet and 7 inches. The tower itself is substantially setback from the podium, providing 32 feet and 5 inches for the western front setback, 60 feet north and south, and 37 feet and 5 inches for the eastern rear setback.

Zoning Code Compliance

The subject site falls under the jurisdiction of the City of Fort Lauderdale and is subject to the provisions of the Fort Lauderdale Unified Land Development Code (ULDC). The property is zoned "RMH-60" Residential Multifamily High Rise/High Density District and has a High Residential future land use designation. This district is intended for high rise, high density multifamily residences and hotels, with a maximum density of 60 dwelling units per net acre, or 120 hotel/motel rooms per net acre. The proposed project is governed by the development standards applicable to the "RMH-60" District as follows:

Summary of "RMH-60" Development Standards

Building Height	Building Setbacks		
	Front	Side	Rear
150 feet 300 feet w/ CUP	145 feet (1/2 building height)	145 feet (1/2 building height)	145 feet (1/2 building height)
Parking*	Lot Size	Structure Length	Landscape Area
2.2 spaces per 3BR + 0.5N	5,000 sq ft	200 feet	35%
			Density
			60 du/ac

*See Section 47-20.2 of the Fort Lauderdale ULDC, residential parking is calculated at a ratio of 2.2 spaces per dwelling unit for 3 bedroom + den or 4 bedroom or greater. Given 44 units, this would yield a total of 95 required spaces, and 95 spaces are being provided.

Based on the approved plans prepared by FSN Architects + Planners, most recently revised on 7.12.24, the

proposed project is generally in compliance with the requirements of the "RMH-60", except where deviations were authorized under Case No. UDP-S24035 (Site Plan Level III Review), approved by the Fort Lauderdale Planning and Zoning Board on 8.16.24.

City of Fort Lauderdale Comprehensive Plan

The subject property has a High Residential future land use designation under the Advance Fort Lauderdale Comprehensive Plan, first adopted on 11.7.20 and most recently updated in July 2023. This designation is intended primarily for dwellings and other land uses in support of the residential environment. Hotels, motels, and similar lodging units are also permitted. Density is limited to 60 dwelling units per net acre, or 120 hotel/motel units per net acre. Given a total of 44 dwelling units on 0.758 acres of land, or 58 units per acre, the proposed project is consistent with the intent of the Comprehensive Plan.

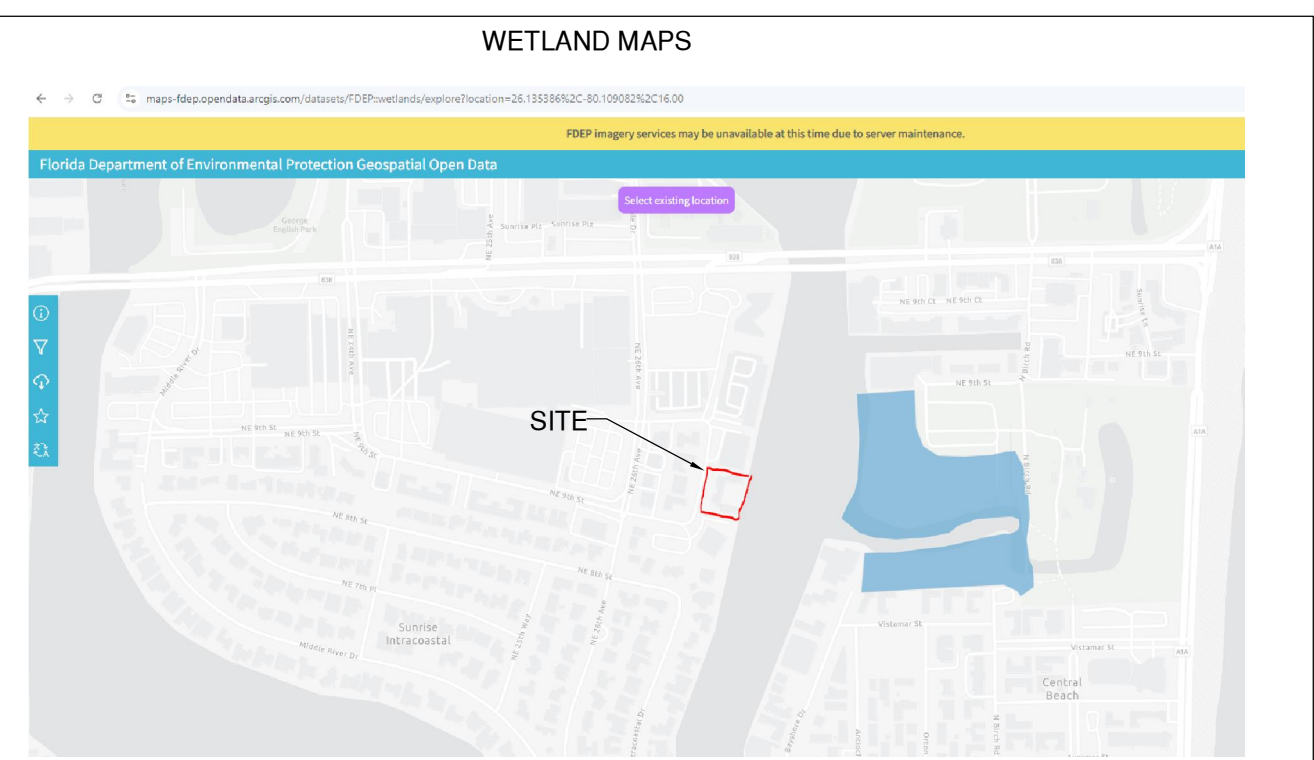
Sincerely,

Urban Concepts

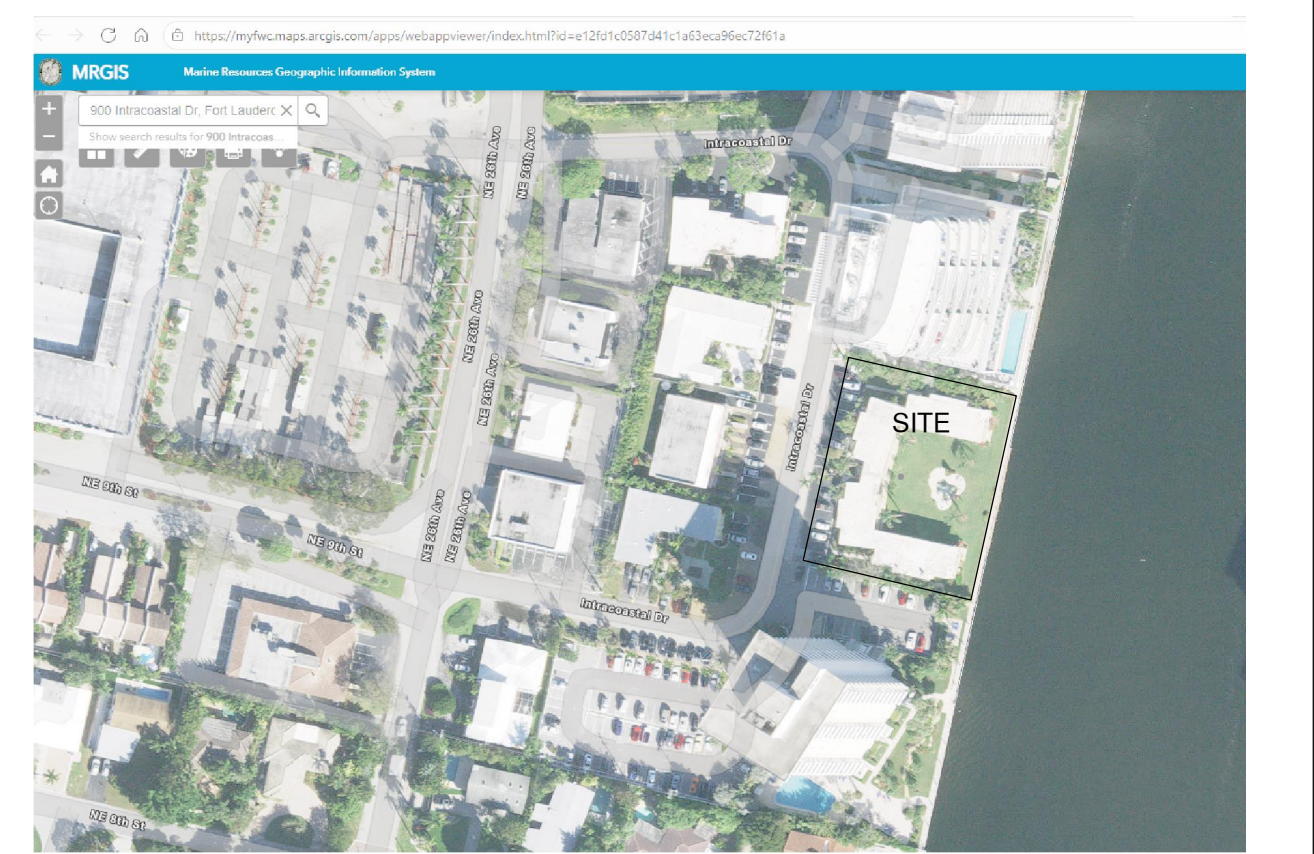
Stephen I. Kia

Stephen I. Kia

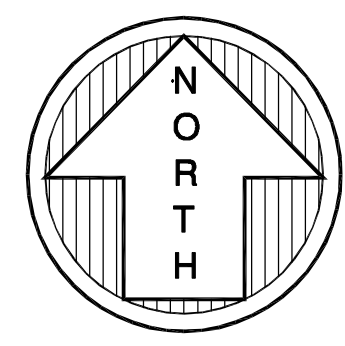
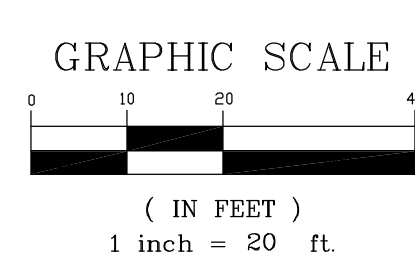
Dc: File



FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION GEOSPATIAL MAP AS OF 11/24/2025 NOT TO SCALE



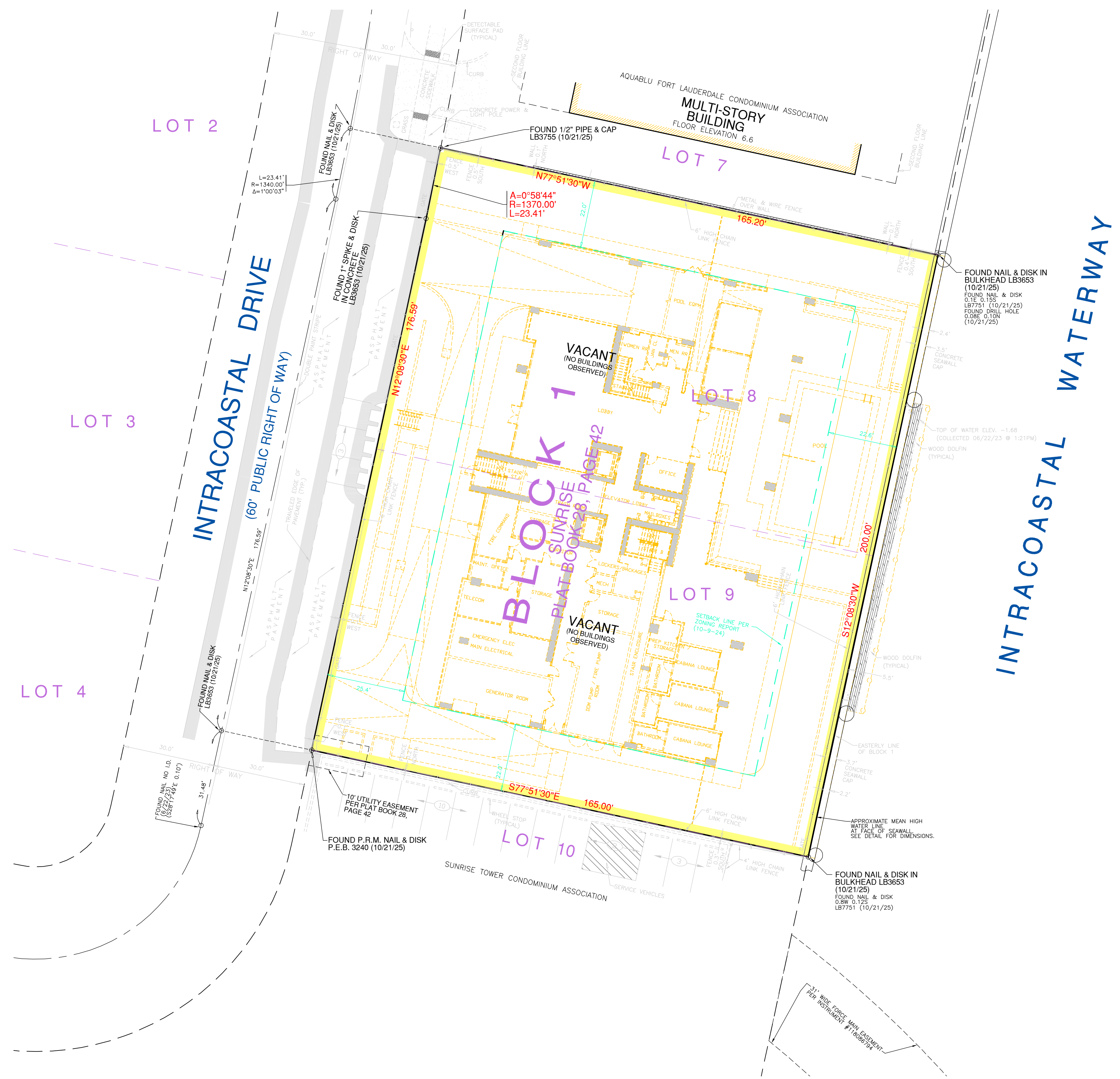
FLORIDA FISH AND WILDLIFE MARINE RESOURCES GEOSPATIAL MAP AS OF 11/24/2025 NOT TO SCALE



LEGEND

- = CATCH BASIN
- = MANHOLE
- = LIGHT POLE
- = WATER METER
- = WATER VALVE
- = CATCH BASIN INLET
- = UTILITY POLE
- = RISER
- = FIRE HYDRANT
- = HANDHOLE
- = SIGN
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- = 2.00' CURB & GUTTER
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- P.R.M. = PERMANENT REFERENCE MONUMENT
- O.R.B. = OFFICIAL RECORDS BOOK
- = CONCRETE
- = ASPHALT PAVEMENT

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PROPOSED BUILDING OVERLAY

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No.	O.N.	Revision Description
6	250650	AMEND PER LENDERS COMMENTS(11/7/25)
5	250650	UPDATE SURVEY (10/21/25) SJD
4	240597	AMEND PER LENDERS COMMENTS(10/21/24)
3	240597	AMEND PER NEW TITLE COMMITMENT
2	240597	UPDATE SURVEY (9/29/24) SH
1		

FORTIN, LEAVY, SKILES, INC.
CONSULTING ENGINEERS, SURVEYORS & MAPPERS
FLORIDA CERTIFICATE OF AUTHORIZATION NUMBER: 00003653
180 N.E. 168th Street, North Miami Beach, Florida 33162
Phone: 305-653-4493 / Email: fls@flsursurvey.com

ALTANSPPS LAND TITLE SURVEY
900 INTRACOASTAL DRIVE
CITY OF FORT LAUDERDALE, BROWARD COUNTY, FLORIDA

Original Date	6/22/23
Scale	1" = 20'
Drawn By	DANJR
CAD No.	980519
Plotted	10/24/25 1:04p
Ref. Dwg.	2098-096
Field Book	495/69 JWJ
Job No.	230436
Dwg. No.	2023-063-NAVD
Sheet	2 of 2

Exhibit “B”

License Areas

[see attached sketch and legal description]

EXHIBIT B

M D O K.

EXHIBIT "A"

LEGAL DESCRIPTION:

A portion of Intracoastal Drive lying adjacent to Lots 8 and 9, Block 1, SUNRISE, according to the Plat thereof, as recorded in Plat Book 28 at Page 42 of the Public Records of Broward County, Florida, being more particularly described as follows:

Begin at the Southwest corner of said Lot 9, the following two (2) courses being along the Westerly line of said Lots 8 and 9, also being the Easterly right of way line of said Intracoastal Drive; 1) thence N 12°08'30" E for 176.59 feet to a point of curvature; 2) thence Northeasterly along a 1370.00 foot radius curve leading to the left through a central angle of 00°58'44" for an arc distance of 23.41 feet to a point on a non-tangent line, also being the Northwest corner of said Lot 8; thence N 77°51'30" W along the Westerly extension of the Northerly line of said Lot 8 for 15.00 feet to a point on a circular curve concave to the Northwest and whose radius point bears N 78°50'53" W, the following two (2) courses being along a line 15 feet Westerly of and parallel with said Westerly line of Lots 8 and 9 and said Easterly right of way line of Intracoastal Drive; 1) thence Southwesterly along a 1355.00 foot radius curve leading to the right through a central angle of 00°59'23" for an arc distance of 23.41 feet to a point of tangency; 2) thence S 12°08'30" W for 176.59 feet; thence S 77°51'30" E along the Westerly extension of the Southerly line of said Lot 9 for 15.00 feet to the Point of Beginning.

SURVEYOR'S NOTES:


- This site lies in Section 1, Township 50 South, Range 42 East, City of Fort Lauderdale, Broward County, Florida.
- All documents are recorded in the Public Records of Broward County, Florida unless otherwise noted.
- Bearings hereon are referred to an assumed value of N 12°08'30" E for the Westerly line of Lots 8 and 9.
- Lands shown hereon were not abstracted for easements and/or rights-of-way of records.
- Lands shown hereon containing 3,000 square feet, or 0.069 acres, more or less.
- This is not a "Boundary Survey" but only a graphic depiction of the description shown hereon.
- Dimensions shown hereon are based on Fortin, Leavy, Skiles, sketch #2023-063.

SURVEYOR'S CERTIFICATION:

I hereby certify that this "Sketch of Description" was made under my responsible charge on December 1, 2025, and meets the applicable codes as set forth in the Florida Administrative Code, pursuant to Section 472.027, Florida Statutes.

"Not valid without the signature and original raised seal or a digital signature of the Florida Licensed Surveyor and Mapper shown below"

FORTIN, LEAVY, SKILES, INC., LB3653

By: 
Daniel C. Fortin Jr., For The Firm
Professional Surveyor and Mapper, LS6435
State of Florida.

Digitally signed by Daniel C Fortin Jr
DN: c=US, o=Unaffiliated,
dnQualifier=A01410D0000019C7228C0D5
000212C5, cn=Daniel C Fortin Jr
Date: 2026.05.11 10:31:41 -04'00'

Drawn By	MAP
Cad. No.	250715
Ref. Dwg.	2023-063
Plotted:	12/1/25 10:56a

LEGAL DESCRIPTION, NOTES & CERTIFICATION

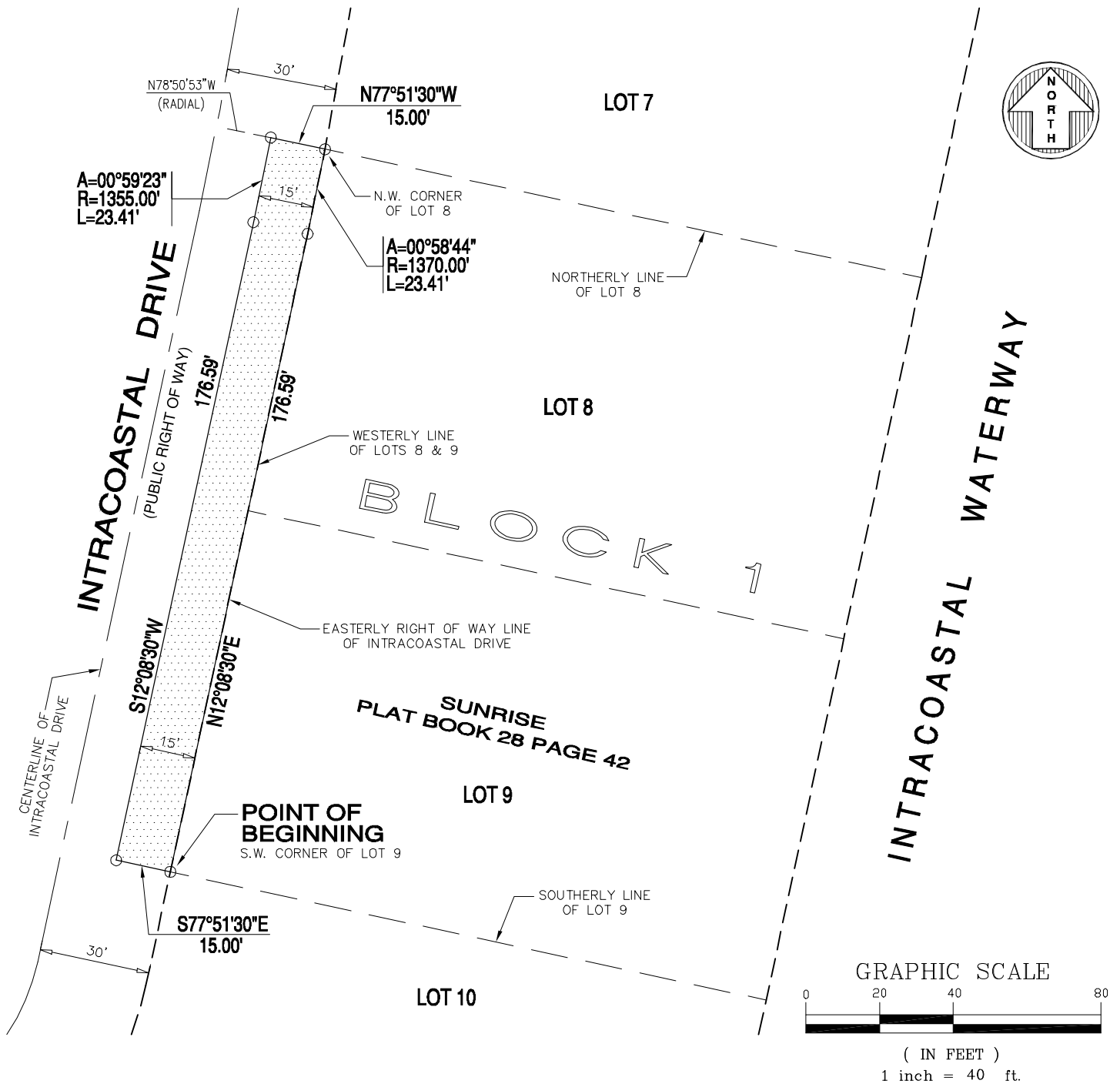
FORTIN, LEAVY, SKILES, INC.
CONSULTING ENGINEERS, SURVEYORS & MAPPERS
FLORIDA CERTIFICATE OF AUTHORIZATION NUMBER: 00003653
180 Northeast 168th. Street / North Miami Beach, Florida. 33162
Phone: 305-653-4493 / Fax 305-651-7152 / Email fls@flssurvey.com

Date	12/1/25
Scale	NOT TO SCALE
Job. No.	250715
Dwg. No.	1025-070
Sheet	1 of 3
Exhibit B	Page 1 of 3
CAM #	260424

EXHIBIT B

M.D.O.K.

EXHIBIT "A"



Drawn By	MAP
Cad. No.	250715
Ref. Dwg.	2023-063
Plotted:	12/1/25 10:56a

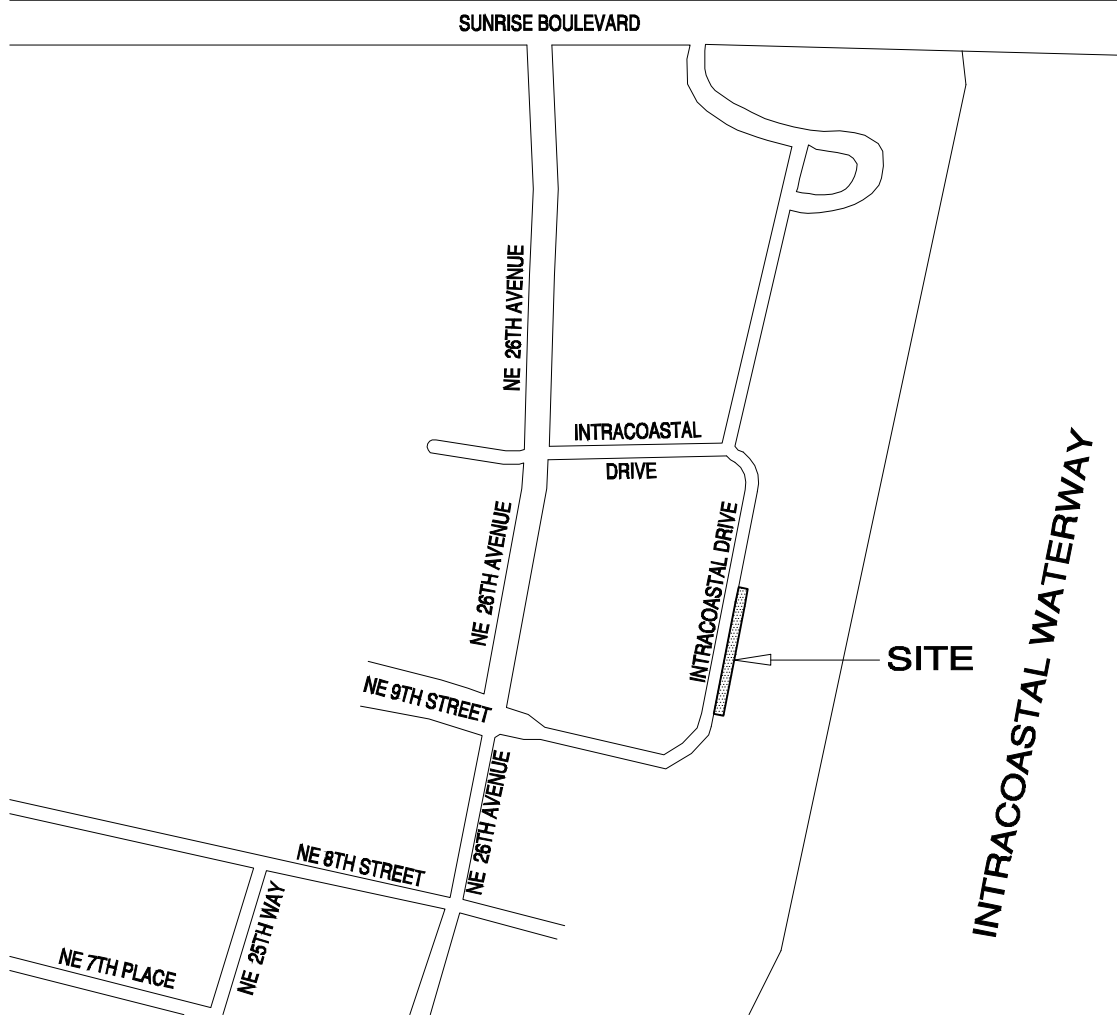
SKETCH OF DESCRIPTION

FORTIN, LEAVY, SKILES, INC.
CONSULTING ENGINEERS, SURVEYORS & MAPPERS
 FLORIDA CERTIFICATE OF AUTHORIZATION NUMBER: 00003653
 180 Northeast 168th. Street / North Miami Beach, Florida. 33162
 Phone: 305-653-4493 / Fax 305-651-7152 / Email fls@flssurvey.com

Date	12/1/25
Scale	1"=40'
Job. No.	250715
Dwg. No.	CAM #26-0424-070
Sheet	2 of 3 CAM #26-0424

EXHIBIT B

EXHIBIT "A"



Drawn By	MAP
Cad. No.	250715
Ref. Dwg.	2023-063
Plotted:	12/1/25 10:56a

LOCATION SKETCH

FORTIN, LEAVY, SKILES, INC.
 CONSULTING ENGINEERS, SURVEYORS & MAPPERS
 FLORIDA CERTIFICATE OF AUTHORIZATION NUMBER: 00003653
 180 Northeast 168th. Street / North Miami Beach, Florida. 33162
 Phone: 305-653-4493 / Fax 305-651-7152 / Email fls@flssurvey.com

Date	12/1/25
Scale	NOT TO SCALE
Job. No.	250715
Dwg. No.	CAM #26-0424-070
Sheet	3 of 3 Exhibit B CAM #26-0424

Exhibit “C”

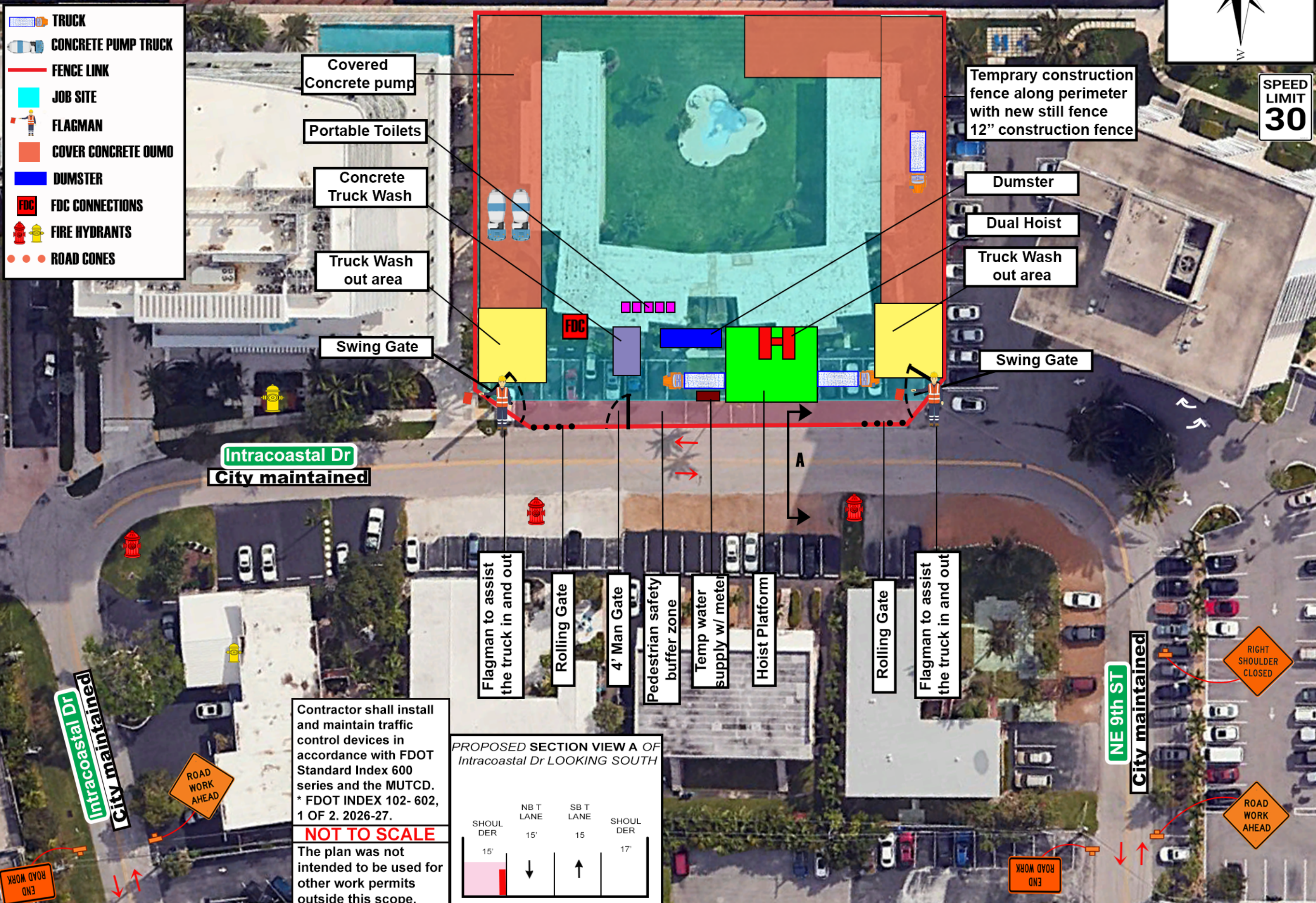
Detour Plans

[see attached MOT plan]

- TRUCK
- CONCRETE PUMP TRUCK
- FENCE LINK
- JOB SITE
- FLAGMAN
- COVER CONCRETE PUMO
- DUMSTER
- FDC CONNECTIONS
- FIRE HYDRANTS
- ROAD CONES



SPEED LIMIT
30



*Reserved For
Municipal Seal*

**900
INTRACOASTAL DR**

900 Intracoastal Dr
Fort Lauderdale, FL 33304

SHOULDER CLOSURE ON
INTRACOASTAL DR
MOT PLAN
Logistic Plan

Date Modified: **3/13/26** PHASE: **1** REVISION: **1**

FDOT Carlos Casas
 Certificate: 611527
 Issued: 06/24/2023
 Expires: 06/15/2027
 Instructor: A

Has Completed a FDOT Approved Temporary Traffic Control: Advanced Course.
 Training Provider: A&S Consultants, Inc.
 5545 Benchmark Lane
 Sanford, FL 32773
 Ph: 386-798-9899

Verify this Certificate at www.motadmin.com



Right O' Way Consultants Inc.
 786 - 999 - 3943
 MOT@rightowayconsultants.com

**TABLE 1
CHANNELIZING DEVICE SPACING**

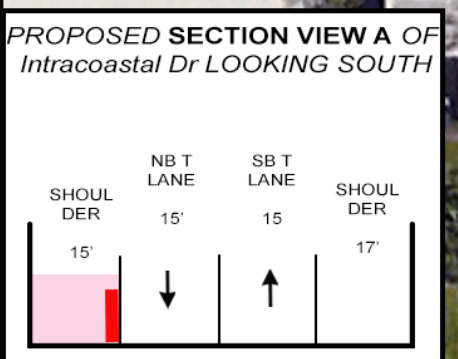
WORK ZONE SPEED (mph)	Max Spacing (Ft)			
	Cones or Temporary Tubular Markers		Type I Barricades, Type I Barricades, Vertical Panels or Drums	
	Taper	Tangent	Taper	Tangent
< 45	25	50	25	50
< 50	25	50	50	100

**TABLE 3
WORK ZONE SIGN SPACING "X"**

ROAD TYPE	MINIMUM SPACING (Ft)
Arterials and collectors with Work Zone Speed < 40 mph	200
Arterials and collectors with Work Zone Speed < 45 mph	500
*Limited Access Roadway	1,500

*For Limited access roadways with work zone speed <55 mph, the minimum spacing may be reduced in accordance with MUTCD and as approved by the Engineering.

Contractor shall install and maintain traffic control devices in accordance with FDOT Standard Index 600 series and the MUTCD. * FDOT INDEX 102- 602, 1 OF 2. 2026-27.
NOT TO SCALE
 The plan was not intended to be used for other work permits outside this scope.



**Intracoastal Dr
City maintained**

**NE 9th ST
City maintained**





END ROAD WORK

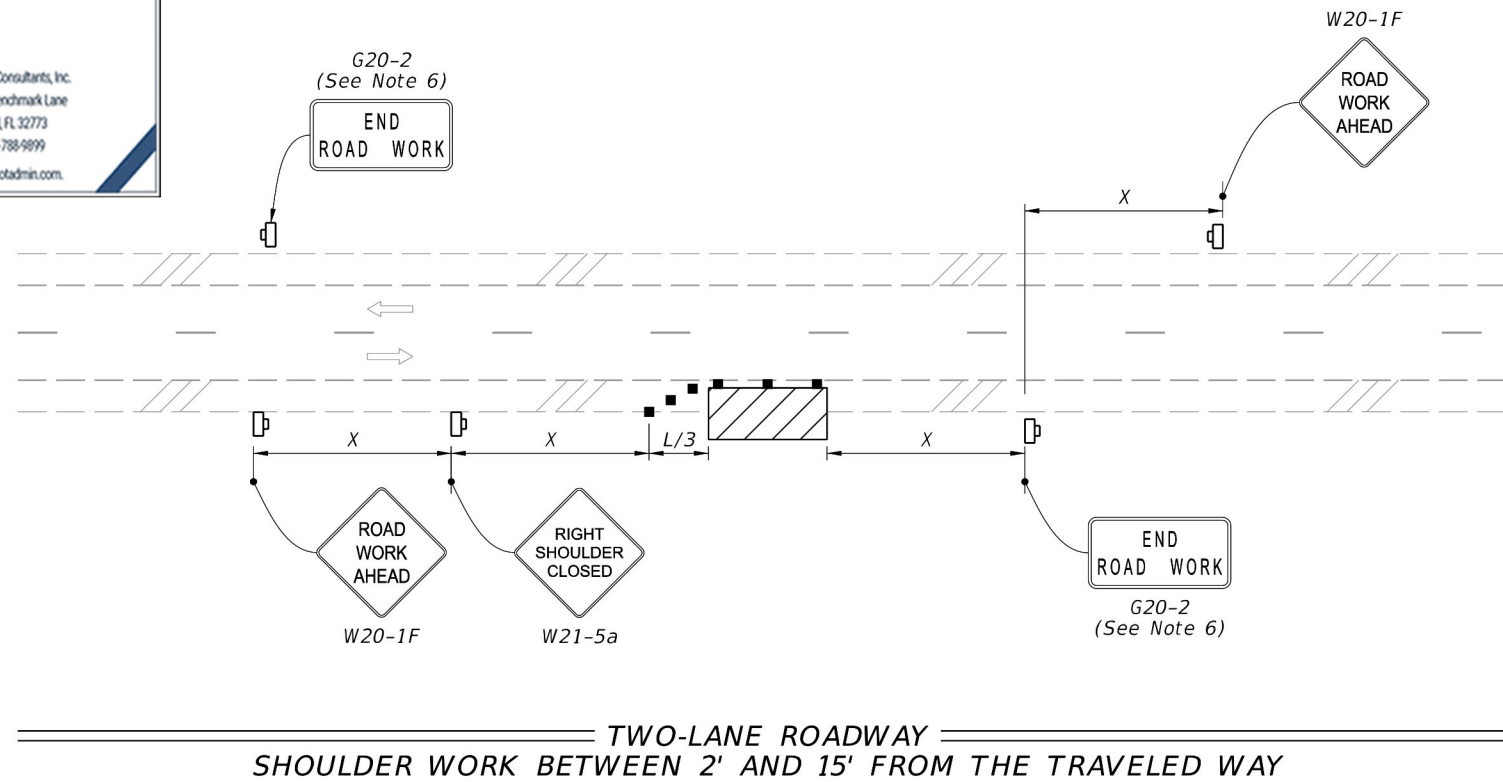
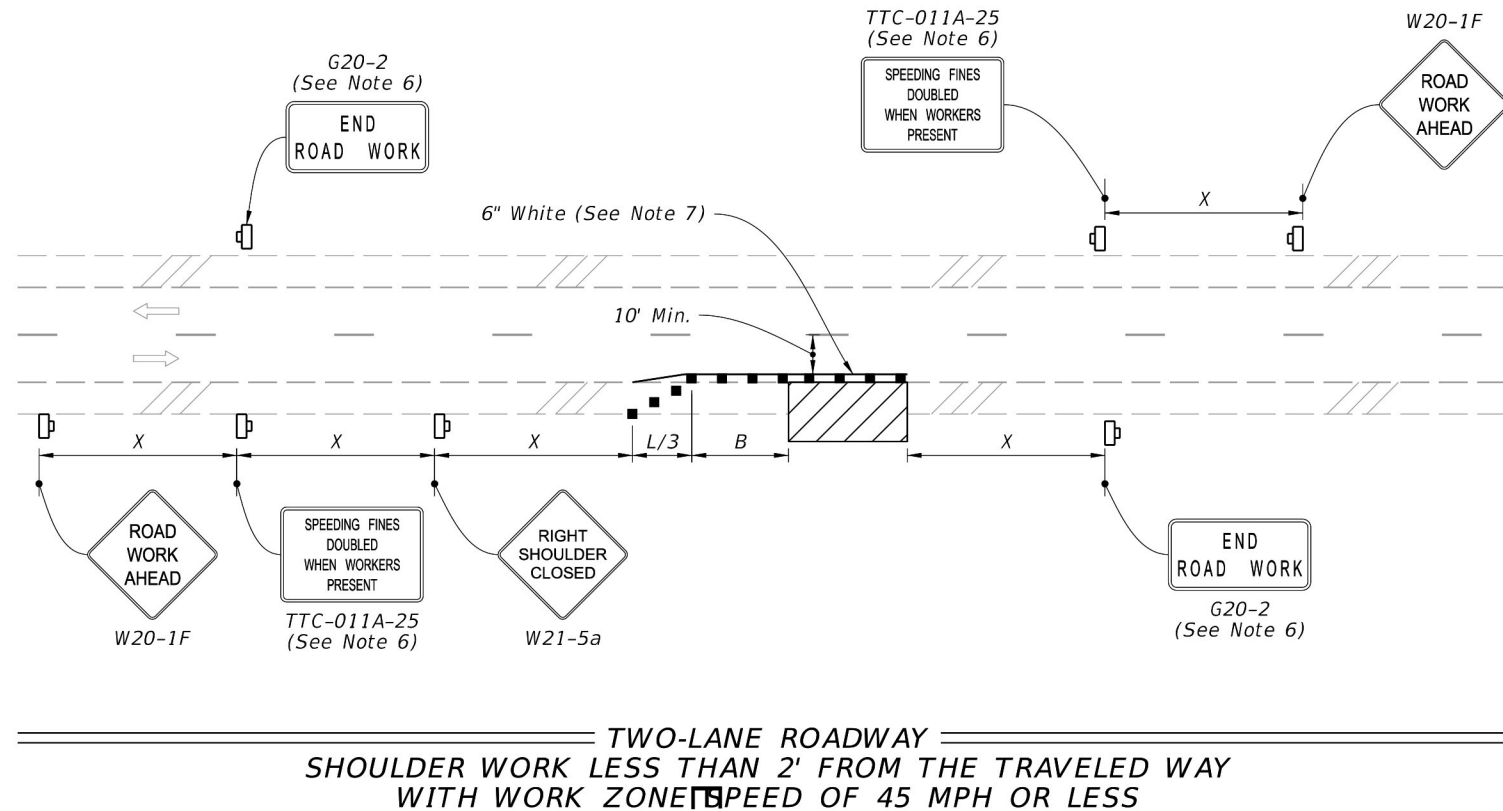
END ROAD WORK


NOTE:

1. This Index applies to Two-Lane, Two-Way and Multilane Roadways, including Medians of divided roadways, with work on the shoulder.
2. L = Taper Length
 X = Work Zone Sign Spacing
 B = Buffer Length
See Index 102-600 for " L ", " X ", " B ", and channelizing device spacing values.
3. Where work activities are between 2' and 15' from the edge of traveled way, the Engineer may omit signs and channelizing devices for work operations 60 minutes or less.
4. When four or more work vehicles enter the through traffic lanes in a one hour period (excluding establishing and terminating the work area), use a flagger or lane closure to accommodate work vehicle ingress and egress.
5. For work less than 2' from the traveled way and work zone speed is greater than 45 MPH, use a lane closure.
6. The "Speeding Fines Doubled When Workers Present" signs (TTC-011A-25) and "End Road Work" Signs (G20-2) along with the associated work zone sign spacing distances may be omitted when the work operation is in place for 24 hours or less.
7. Temporary pavement markings may be omitted when the work operation is in place for 3 days or less.
8. Omit "Shoulder Closed" signs (W21-5a) along with associated work zone sign spacing distances for work on the median.
9. When there is no paved shoulder, the "Worker" sign (W21-1) may be used instead of the "Shoulder Closed" sign (W21-5a).

SYMBOLS:

-  Work Area
-  Channelizing Device (See Index 102-600)
-  Work Zone Sign
-  Lane Identification and Direction of Traffic



LAST REVISION 11/01/25	REVISION	DESCRIPTION:	 FY 2026-27 STANDARD PLANS	TWO-LANE AND MULTILANE, WORK ON SHOULDER	INDEX 102-602	SHEET CAM #26-0424 1 of 2 1 of 4 39 of 41
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900 INTRACOASTAL DRIVE, FORT LAUDERDALE, FLORIDA 33304

CAM #26-0424
Exhibit C
Page 3 of 4

Google Maps

Trucks Circulation and staging area



Concrete truck stage Area