

- CR-2** [24-0222](#) Resolution Approving a Grant Agreement for Laudertrail Segment 1D with the Florida Department of Environmental Protection for the Recreational Trails Program Grant in the Amount of \$401,630 - (Commission Districts 1 and 2)

ADOPTED

Yea: 5 - Commissioner Herbst, Vice Mayor Glassman, Commissioner Beasley-Pittman, Commissioner Sturman and Mayor Trantalis

- CR-3** [24-0664](#) Resolution Authorizing the City Manager to Execute a Florida Power & Light Company Master Utility License Agreement for Parcels B, C and D - First Industrial Harrisburg, L.P. at the Fort Lauderdale Executive Airport - (Commission District 1)

ADOPTED

Yea: 5 - Commissioner Herbst, Vice Mayor Glassman, Commissioner Beasley-Pittman, Commissioner Sturman and Mayor Trantalis

- CR-4** [24-0683](#) Resolution of Support for the Projects Identified by the Broward Metropolitan Planning Organization within the City of Fort Lauderdale to be Included in the Metropolitan Transportation Plan - (Commission Districts 1, 2, 3 and 4)

ADOPTED

Yea: 5 - Commissioner Herbst, Vice Mayor Glassman, Commissioner Beasley-Pittman, Commissioner Sturman and Mayor Trantalis

- CR-5** [24-0719](#) Resolution Authorizing the Submittal of a Grant Application to the Broward Metropolitan Planning Organization Complete Streets and Other Local Initiatives Program Grant - (Commission District 2)

ADOPTED

Yea: 5 - Commissioner Herbst, Vice Mayor Glassman, Commissioner Beasley-Pittman, Commissioner Sturman and Mayor Trantalis

- CR-6** [24-0750](#) Resolution Approving a Settlement Agreement between the Office of the State Courts Administrator and the City of Fort Lauderdale for Reimbursement of Community Court Expenses, and Authorizing the Acting City Manager to Execute the Settlement Agreement and Any Other Documents Required to Accept State Funds - \$86,444.10 - (Commission Districts 1, 2, 3 and 4)

ADOPTED

Yea: 5 - Commissioner Herbst, Vice Mayor Glassman, Commissioner Beasley-Pittman, Commissioner Sturman and Mayor Trantalis

RESOLUTION NO. 24-141

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FORT LAUDERDALE, FLORIDA, AUTHORIZING EXECUTION OF A NON-EXCLUSIVE MASTER UTILITY LICENSE AGREEMENT FOR INSTALLATION OF UTILITY LINES AND FACILITIES AT FORT LAUDERDALE EXECUTIVE AIRPORT; DELEGATING AUTHORITY TO THE CITY MANAGER TO NEGOTIATE ADDITIONAL TERMS AND CONDITIONS; DELEGATING AUTHORITY TO THE CITY MANAGER TO EXECUTE THE NON-EXCLUSIVE MASTER UTILITY LICENSE AGREEMENT; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Florida Power & Light Company ("FPL"), First Industrial Harrisburg, L.P., and Amazon.Com Services LLC (collectively the "Tenants") have asked the City of Fort Lauderdale, Florida (the "City") to enter into a Non-Exclusive Master Utility License Agreement (the "License Agreement") for installation of utility lines and facilities on parcels, B, C and D at Fort Lauderdale Executive Airport ("FXE") for the benefit of the Tenants; and

WHEREAS, utility lines and other facilities are needed to facilitate the supply of energy for charging stations for electric vehicles.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF FORT LAUDERDALE, FLORIDA:

SECTION 1. The execution of a Non-Exclusive Master Utility License Agreement (the "License Agreement") between the City of Fort Lauderdale, Florida Power & Light Company, First Industrial Harrisburg, L.P. and Amazon.Com Services, LLC for the installation of utility lines and facilities at Fort Lauderdale Executive Airport ("FXE") is hereby approved.

SECTION 2. The City Commission hereby delegates authority to the City Manager, at his or her discretion, to modify the Non-Exclusive Master Utility License Agreement to include additional terms and conditions for the benefit of the City. Further, the City Commission hereby delegates authority to the City Manager to execute the License Agreement.

SECTION 3. The Office of the City Attorney shall review and approve as to form all documents prior to their execution by City officials.


SECTION 4. That this Resolution shall be in full force and effect upon final passage.

ADOPTED this 20th day of August, 2024.




Mayor
DEAN J. TRANTALIS

ATTEST:



City Clerk
DAVID R. SOLOMAN

APPROVED AS TO FORM
AND CORRECTNESS:



City Attorney
THOMAS J. ANSBRO

Dean J. Trantalis	<u>Yea</u>
John C. Herbst	<u>Yea</u>
Steven Glassman	<u>Yea</u>
Pamela Beasley-Pittman	<u>Yea</u>
Warren Sturman	<u>Yea</u>



CITY OF FORT LAUDERDALE
City Commission Agenda Memo
REGULAR MEETING

#24-0664

TO: Honorable Mayor & Members of the
Fort Lauderdale City Commission

FROM: Susan Grant, Acting City Manager

DATE: August 20, 2024

TITLE: Resolution Authorizing the City Manager to Execute a Florida Power & Light
Company Master Utility License Agreement for Parcel D - First Industrial
Harrisburg, L.P. at the Fort Lauderdale Executive Airport - (**Commission
District 1**)

Recommendation

Staff recommends the City Commission adopt a resolution approving a Master Utility License Agreement with Florida Power & Light Company for Parcel D, First Industrial Harrisburg, L.P., and the Fort Lauderdale Executive Airport (FXE) and authorize the City Manager to execute a Master Utility License Agreement.

Background

First Industrial Harrisburg, L.P. (First Industrial) leases Parcels B, C, & D at the Fort Lauderdale Executive Airport (FXE) in the Airport Industrial Park, under terms of a lease expiring June 30, 2069. Parcels B, C, & D are zoned to accommodate office services, warehouse distribution, hotels, restaurants, and related ancillary uses.

In 2021, the properties were improved with the construction of three buildings on Parcels B, C and D, totaling approximately 400,000 square feet of warehouse and office space. All three buildings are sub-leased by Amazon and used as a fulfillment center for their last mile delivery program (Exhibit 1).

First Industrial has reached out to the Airport on behalf of Amazon to further improve Parcel D with the addition of more than 100 Electric Vehicle (EV) chargers to the site. The proposed new EV chargers will accommodate custom electric delivery vehicles that are programmed with industry-leading safety, navigation, and design features. Additionally, Amazon's overall goal is to bring 100,000 electric delivery vehicles across the country by 2030 and is committed to achieving net-zero carbon by 2040 (Exhibit 2).

The addition of the EV chargers to Parcel D will require new utilities to be installed on site and a Master Utility License Agreement between the City of Fort Lauderdale and Florida Power & Light Company (FPL). In addition to the installation of utilities, the Agreement ensures restoration of service and application of wind resistant technologies when able. Both Airport and City staff have reviewed the Agreement and find it acceptable.

At its meeting of December 7, 2023, the Aviation Advisory Board supported staff's recommendation to approve this Master Utility License Agreement for Parcel D.

Resource Impact

There is no resource impact associated with this action.

Strategic Connections

This item supports the *Press Play Fort Lauderdale 2029* Strategic Plan, specifically advancing:

- The Infrastructure and Resilience Focus Area
- Goal 4: Facilitate an efficient, multimodal transportation network
- The Business Growth and Support Focus Area
- Goal 6: Build a diverse and attractive economy

This item advances the *Fast-Forward Fort Lauderdale Vision Plan 2035: We are Prosperous*.

This item supports the Advance Fort Lauderdale 2040 Comprehensive Plan specifically advancing:

- The Business Development Focus Area
- The Economic Development Area
- Goal 3: Recognize and include in economic development planning the role of Port Everglades and the Fort Lauderdale-Hollywood International Airport and Fort Lauderdale Executive Airports.

Attachments

- Exhibit 1 – Parcel Map
- Exhibit 2 – EV Charger Locations
- Exhibit 3 – Resolution
- Exhibit 4 – License Agreement

Prepared by: Rufus A. James, Airport Director - City Manager's Office

Charter Officer: Susan Grant, Acting City Manager

**NON-EXCLUSIVE MASTER UTILITY LICENSE AGREEMENT
BETWEEN THE CITY OF FORT LAUDERDALE
AND FLORIDA POWER & LIGHT COMPANY
FOR INSTALLATION OF UTILITY LINES AND FACILITIES
AT FORT LAUDERDALE EXECUTIVE AIRPORT
(PARCELS B, C AND D)**

THIS NON-EXCLUSIVE MASTER UTILITY LICENSE AGREEMENT (this “**Master License**”) is entered into as of this 12 day of September, 2024, by and between the City of Fort Lauderdale, a Florida municipal corporation (“**Licensor**”) and Florida Power & Light Company, a Florida corporation (“**Licensee**”) with the joinder and consent of First Industrial Harrisburg, L.P., a Delaware limited partnership (“**Prime Tenant**”) and Amazon.Com Services LLC, a Delaware limited liability company (“**Sub-Tenant**”) (Prime Tenant and Sub-Tenant are collectively referred to as “**Tenant**”).

WITNESSETH:

WHEREAS, Licensee desires to obtain a non-exclusive license for the construction, installation, operation, maintenance, repair, removal and replacement of designated underground and overhead utility lines and facilities, and the equipment appurtenant thereto, on certain premises located at the Fort Lauderdale Executive Airport (“**Airport**”) owned by and under the control and supervision of Licensor, as more particularly shown and described on attached Exhibit “A” (“**Licensed Premises**”); and

WHEREAS, Licensor desires to provide a non-exclusive license to Licensee for the Licensed Premises for such purposes; and

WHEREAS, Resolution No. 24-141 authorizes Licensor’s City Manager to execute this Master License.

NOW, THEREFORE, in consideration of the foregoing premises, and the agreements and representations hereinafter set forth, and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Licensor, Licensee and Tenant hereby agree as follows:

1. The foregoing recitals are true and correct and incorporated herein by this reference.
2. Licensor in consideration of the sum of One Dollar and other good and valuable consideration paid by Licensee, the receipt and sufficiency of which are hereby acknowledged by Licensor, hereby grants unto Licensee, at its sole cost and expense, or at the cost and expense of the current Tenant or its successors and/or assigns, a nonexclusive license and privilege to enter upon the Licensed Premises, as well as those other portions of the Airport available to the public, for the construction (subject to Licensor’s prior review and approval as set forth in Paragraph 3 below), installation, operation, maintenance, repair, removal, and replacement of one or more overhead and underground electric transmission and distribution lines, including but not limited to, wires, poles, towers, cables, conduits, anchors, guys, and equipment associated therewith,

attachments and appurtenant equipment for communication purposes for the benefit of the Tenant, and/or its successors and/or assigns, of the Licensed Premises (collectively, the “**Facilities**”), over, under, in, on, upon and across the Licensed Premises; together with the right and privilege from time to time to reconstruct, inspect, alter, improve, enlarge, add to, change the voltage, as well as the nature or physical characteristics of, replace, remove or relocate such Facilities or any part of them upon, across, over or under the Licensed Premises with all rights and privileges necessary or convenient for the full enjoyment or the use thereof for the herein described purposes, including, but not limited to, the right to cut and keep clear all trees and undergrowth and other obstructions within the Licensed Premises and on Airport lands adjoining the Licensed Premises that may interfere with the proper construction, operation and maintenance of such Facilities or any part of them, and with the full and free right of ingress and egress upon the Airport and the Licensed Premises (subject to any security or other requirements reasonably required by Licensor or the Federal Aviation Administration (“**FAA**”)) for personnel and equipment of Licensee, its contractors, agents, successors or assigns over the adjoining Airport lands, for the purpose of exercising and enjoying the rights granted by this Master License; provided, however, for any maintenance or operational activities associated with the Facilities after their initial installation, and except for emergencies associated with the Facilities, Licensee shall first notify the Airport Manager and Licensee’s Facilities Management Division regarding the proposed activities to determine that the activities will not adversely impact the Airport’s operations. Upon the construction and installation of the Facilities, Licensee shall have full ownership of the Facilities installed by Licensee within, on, or under the Licensed Premises, and shall have the exclusive responsibility for maintaining its Facilities for the duration of this Master License. Notwithstanding the foregoing, Tenant’s obligation under this Master License shall terminate on either (“**Master License Expiration Date**”): (i) the expiration date or termination of the Ground Lease (as hereinafter defined on the Joinder and Consent page for Prime Tenant); or (ii) the date specified by written notice from Prime Tenant to Licensor and Licensee, which date shall be no sooner than the expiration date or termination date of the Lease Agreement dated as of December 21, 2020 between Prime Tenant and Sub-Tenant (as may be amended, “**Sublease**”). Prime Tenant shall send written notice to Licensee and Licensor at least thirty (30) days prior to the Master License Expiration Date specifying the exact Master License Expiration Date. Upon Licensee’s receipt of such written notice, this Master License shall terminate on the Master License Expiration Date set forth in such notice, whereupon each party hereto shall be relieved of all terms, conditions, provisions, covenants, promises, requirements, obligations and duties contained herein (except for the indemnity in favor of Licensor as provided below in Section 8), and Licensee, at Licensee’s option, may either remove at Tenant’s cost, and at no cost or expense to Licensor or Licensee, or abandon in place (in accordance with applicable laws), all or some of the Facilities installed by Licensee under this Master License. Further, at the time this Master License becomes terminated, Licensee, in its sole and exclusive option, may elect to discontinue service only to the Licensed Premises (and not otherwise at the Airport) using the Facilities installed by Licensee hereunder at the termination of this Master License, unless the then owner (and/or tenant, if applicable) of the Licensed Premises would like to continue electric service to the Licensed Premises using the Facilities installed by Licensee hereunder and grants Licensee, without cost to Licensee, Licensor, or Tenant, a new easement or license agreement on a form mutually acceptable to the parties to provide such continued electric service to the Licensed Premises using the Facilities installed by Licensee hereunder, absent which Licensee, in its sole and exclusive option, may elect to discontinue electric service to the Licensed Premises without liability to Licensee. Any new

license(s) of the Facilities is subject to the consent and approval of the City Commission of Licensor subject to such terms and conditions as approved by the City Commission and Licensee. In the event Licensee elects to remove all or some of the Facilities installed by Licensee under this Master License upon the Master License Expiration Date, Licensee shall provide at least thirty (30) days advance written notice to Prime Tenant and Licensor of Licensee's intent to remove the Facilities and a proposal for the costs to remove such Facilities if so elected by Licensee. Licensee will remove all or some of the Facilities in a manner which will not unreasonably disturb or interfere with airport operations as determined by the Airport Manager in his commercially reasonable discretion; whereupon Licensee shall have up to forty-five (45) days after the Master License Expiration Date ("**Removal Period**") to remove the Facilities and Licensee shall have the right to temporarily continue to access the Licensed Premises during the Removal Period for the purposes of removing the Facilities; and after such removal, Licensee shall restore the Licensed Premises to as near as the same condition as it existed immediately prior to such removal of the Facilities as practicable using a commercially reasonable standard.

3. Licensee agrees to consult with Licensor's Planning Division and Licensor's Facilities Management Engineering & Construction Division prior to commencement of any installation of any Facilities contemplated by this Master License in order for Licensee to obtain Licensor's approval of the Facilities that includes improved wind resistant technologies for the installed poles and power lines and Licensee's compliance with crane heights for installation and repair work, as well as the approval of the FAA, if FAA approval is required for the project.

4. This Master License is granted upon the express condition that Licensee will restore or cause to be restored facilities or the surface of the Airport land, including paving, curbs, landscaping and other improvements, to substantially their original condition after each act of installation, construction, maintenance, repair or replacement by Licensee.

5. There is hereby reserved to Licensor, its successors and assigns, for the use and benefit of Licensor, a right to flight for the passage of aircraft in the air space above or about the surface of the Licensed Premises, together with the right to cause in said air space such noise as may be inherent in the operation of aircraft, now known or hereafter used for navigation or flight in the air using said air space or landing at, taking off from, or operating on the Licensed Premises or Facilities subject to this Master License.

6. Licensee expressly agrees for itself, its successors and assigns to restrict the height of structures, objects, or natural growth and other obstructions to be located or used as authorized herein on the Licensed Premises to such height so as to comply with FAA Regulations, including, but not limited to, 14 C.F.R. Part 77, and with the applicable County or City code, whichever is more restrictive, as same may be amended from time to time. Licensee shall comply with all federal, state and local laws, rules, regulations and ordinances related to the Airport including, without limitation, environmental laws and regulations.

7. Licensee expressly agrees for itself, its successors, and assigns, to prevent any use of the Licensed Premises which would interfere with or adversely affect the operation or maintenance of the Airport, or otherwise constitute an Airport hazard as determined by the Airport Director in his sole discretion.

8. Licensee shall indemnify and hold Licensor harmless from any and all claims, liability, losses and causes of actions which may arise out of the granting of this Master License to Licensee, construction and/or installation of the Facilities or the use, operation, maintenance and/or activities of Licensee, including without limitation, any vendors, contractors, sub-contractors or agents of Licensee, under this Master License, except to the extent such claim, liability, loss or cause of action is occasioned by the negligence of Licensor and/or its employees acting within the course and scope of their employment. Licensee shall pay all claims and losses of any nature whatsoever in connection therewith and shall defend all suits in the name of Licensor, when applicable, including appellate proceedings, and shall pay all costs, judgments and reasonable attorney fees which may issue thereon. Notwithstanding the foregoing, in no event shall Licensee be liable for special, punitive or consequential damages. The indemnification obligations set forth herein shall survive termination of this Master License for a period coincident with the statute of limitations period applicable to the offending act, omission or default and is not limited by any insurance coverage for the offending act, omission or default.

9. In the event that Licensor upon ninety (90) days written notice, requires that the Facilities or uses authorized, constructed and/or installed as permitted by this Master License be relocated to some other location whether on or off the Airport as a result of the present or future operation of the Airport, such relocation shall be accomplished by Licensee at the sole cost and expense of the Tenant if such relocation is necessary to benefit the Licensed Premises or at the expense of the Licensor if such relocation is necessary for the general benefit of the Airport. This Master License shall thereupon be terminated and be of no further force and effect. Licensor shall grant a substitute license to the extent that the Facilities may be partially or fully relocated to any other portion of the Airport property with the joinder and consent of the applicable Tenant.

10. In the future, Licensor and Licensee, upon a mutual written agreement signed by both Licensor and Licensee, may amend attached Exhibit A to include additional Licensed Premises within the scope of this Master License, subject to the written consent and joinder of the Tenant.

11. All notices required or permitted to be given under the terms and provisions of this Master License shall be in writing and shall be faxed, or hand delivered, or sent by nationally recognized overnight delivery service, to the parties as follows:

As to the Licensor:

Fort Lauderdale Executive Airport
6000 NW 21st Avenue
Fort Lauderdale, Florida 33309
Attn: Airport Manager

With copy to:

City of Fort Lauderdale
1 East Broward Blvd., Suite 1320
Fort Lauderdale, Florida 33301
Attn: City Attorney

As to the Licensee:

Florida Power & Light Company
Corporate Real Estate Department
700 Universe Boulevard
Juno Beach, Florida 33408

With copy to:

Florida Power & Light Company
General Counsel
700 Universe Boulevard
Juno Beach, Florida 33408
Attention: Seth S. Sheitelman, Esq.

As to Tenant:

First Industrial Harrisburg, L.P.
Attn: Bradley Kluever, Senior Regional Director/Market Leader
347 N River Drive E, Suite 602
Fort Lauderdale, FL 33301

Copy by email only to: Legal.Notices@firstindustrial.com

With a copy to Sub-Tenant:

Amazon.Com Services, LLC
c/o Amazon.com, Inc.
Attention: Real Estate Manager (NA Ops: DFH1)
Attention: General Counsel (Real Estate (NA Ops): DFH1)
Attention: NA Ops Asset Management (DFH1)

Each with an address of:

410 Terry Ave. N
Seattle, WA 98109-5210

or to such other address as may hereafter be provided by the parties in writing. Notices by nationally recognized overnight delivery service or hand delivery shall be deemed given upon receipt or refusal of delivery.

12. The individuals and entities executing below represent and warrant their corporate authority to execute this Master License, bind the respective entities hereto, and perform their obligations hereunder.

13. This Master License may be executed in multiple counterparts, each of which shall be deemed an original, and all of which together shall constitute a single instrument.

14. This Master License is subject to the reservations, rights, covenants and conditions set forth in that Deed recorded in Deed Book 579, Page 130, of the Public Records of Broward County, Florida (“**Deed**”) in favor of the United States of America and any amendments or

modifications thereof. This Master License is also subject to any and all easements, reservations and restrictions of record as of the date of this Master License.

15. Nothing herein shall be deemed a waiver sovereign immunity in favor of the Licensor.

16. If any part of this Master License shall be deemed unenforceable by any court of competent jurisdiction, that part shall be deemed severed from this Master License and the balance of this Master License shall remain in full force and effect.

17. EACH PARTY HEREBY EXPRESSLY WAIVES ANY RIGHTS IT MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS MASTER LICENSE.

18. This Master License shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. The exclusive venue for any lawsuit arising from, related to, or in connection with this Master Licenses or any controversies or legal problems arising out of this Master License or any action involving the enforcement or interpretation of any rights hereunder shall be brought exclusively in Broward County, Florida.

19. This Master License may be recorded in the public records of Broward County, Florida at Licensee's or Tenant's expense.

20. Licensor reserves the right to enter upon the Licensed Premises at any time and Licensee shall notify its employees, agents, contractors, subcontractors, licensees and invitees accordingly.

21. Licensee shall have no power or authority to place any liens or encumbrances of any kind or character upon the right, title or interest of Licensor. Licensee shall be responsible for the satisfaction or payment for any Licensee work, labor, material or services claiming by, through or under the Licensee.

(Signatures appear on following pages)

IN WITNESS WHEREOF, Licensor has caused this Master License to be executed on behalf of Licensor as authorized by Resolution No. 24-141.

ATTEST:

Licensor:
City of Fort Lauderdale, a Florida municipal corporation



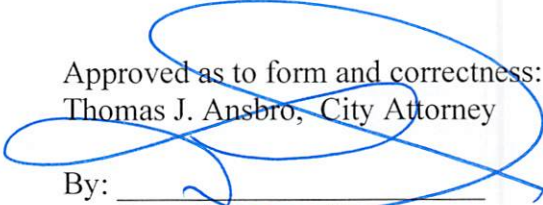
David R. Soloman, City Clerk





Susan Grant, Acting City Manager

Approved as to form and correctness:
Thomas J. Ansbro, City Attorney



By: _____
Lynn Solomon, Esq.
Assistant City Attorney

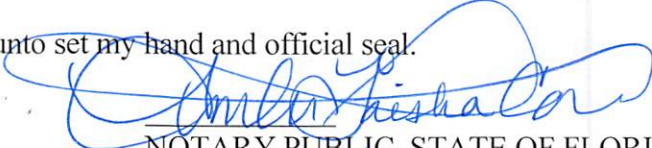
ACKNOWLEDGEMENT

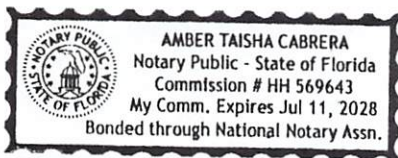
STATE OF FLORIDA

COUNTY OF Broward

The foregoing instrument was acknowledged before me this by means of physical presence or online notarization, this 12 day of September, 2024, by Susan Grant, Acting City Manager of the City of Fort Lauderdale, a municipal corporation of Florida on behalf of the City of Fort Lauderdale. She is personally known to me to be the person who subscribed to the foregoing instrument or who has produced _____ as identification.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.





NOTARY PUBLIC, STATE OF FLORIDA
Name (Print): Amber Taisha Cabrera
Commission No.: _____
My Commission Expires: _____

IN WITNESS WHEREOF, Licensee has accepted the same under the conditions stated herein, on the date set forth below.

Licensee:
Florida Power & Light Company,
a Florida corporation

By _____
Name _____
Title _____

ACKNOWLEDGEMENT

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ____ day of _____, 2024, by _____ as _____ of Florida Power & Light Company, a Florida corporation, on behalf of Florida Power & Light Company. He/She is personally known to me to be the person who subscribed to the foregoing instrument or who has produced _____ as identification.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

NOTARY PUBLIC, STATE OF FLORIDA
Name (Print): _____
Commission No.: _____
My Commission Expires: _____

JOINDER AND CONSENT

Comes now, First Industrial Harrisburg, L.P., a Delaware limited partnership as the current tenant of Parcels B, C and D (“Tenant”) under a long term Lease Agreement with the City of Fort Lauderdale dated June 20, 2019, as may be amended, (the “Ground Lease”), joins in and consents to the Non-Exclusive Master Utility License Agreement by and between the City of Fort Lauderdale (“Licensor”) and Florida Power & Light Company (“Licensee”) for Installation of Utility Lines and Facilities at Fort Lauderdale Executive Airport (the “Agreement”). Tenant consents to the installation, operation, maintenance, repair, removal and replacements of designated underground and overhead utility lines and facilities and equipment appurtenant thereto on the property described in the Agreement (“Licensed Premises”), agrees to abide by the terms and conditions of the Agreement and shall assume all obligations under the Agreement related to or arising from the actions or activities of the Tenant and shall provide such access as reasonable and necessary for the beneficial use and enjoyment by Licensee of the Licensed Premises. Further, Tenant shall cooperate and coordinate with the City of Fort Lauderdale certain activities related to the design, permitting, installation, maintenance, removal and replacement of underground overhead utility and facilities and equipment appurtenant thereto.

Prime Tenant:

First Industrial Harrisburg, L.P., a Delaware limited partnership

By: First Industrial Harrisburg Corporation, a Maryland corporation, its general partner

By: _____
Print Name: _____
Print Title: _____

ACKNOWLEDGEMENT

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ____ day of _____, 2024, by _____ as _____ of First Industrial Harrisburg corporation, a Maryland corporation, the general partner of First Industrial Harrisburg, L.P., a Delaware limited partnership on behalf of First Industrial Harrisburg Corporation, the general partner of First Industrial Harrisburg, L.P. He/She is personally known to me to be the person who subscribed to the foregoing instrument or who has produced _____ as identification.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

NOTARY PUBLIC, STATE OF FLORIDA
Name (Print): _____
Commission No.: _____
My Commission Expires: _____

JOINDER AND CONSENT

Comes now, Amazon.Com Services LLC, a Delaware limited liability company, as the current sub-tenant of Parcels B, C and D (“Sub-Tenant”) under a long-term Lease Agreement dated as of December 21, 2020 with First Industrial Harrisburg, L.P., a Delaware limited partnership, joins in and consents to the Non-Exclusive Master Utility License Agreement by and between the City of Fort Lauderdale (“Licensor”) and Florida Power & Light Company (“Licensee”) for Installation of Utility Lines and Facilities at Fort Lauderdale Executive Airport (the “Agreement”). Sub-Tenant consents to the installation, operation, maintenance, repair, removal and replacements of designated underground and overhead utility lines and facilities and equipment appurtenant thereto on the property described in the Agreement (“Licensed Premises”), agrees to abide by the terms and conditions of the Agreement and shall assume all obligations under the Agreement related to or arising from the actions or activities of the Sub-Tenant and shall provide such access as reasonable and necessary for the beneficial use and enjoyment by Licensee of the Licensed Premises. Further, Sub-Tenant shall cooperate and coordinate with the City of Fort Lauderdale certain activities related to the design, permitting, installation, maintenance, removal and replacement of underground overhead utility and facilities and equipment appurtenant thereto.

Sub-Tenant:
Amazon.Com Services LLC, a
Delaware limited liability company

By: _____
Print Name: _____
Print Title: _____

ACKNOWLEDGEMENT

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ____ day of _____, 2024, by _____ as _____ of Amazon.Com Services LLC, a Delaware limited liability company on behalf of Amazon.Com Services LLC. He/She is personally known to me to be the person who subscribed to the foregoing instrument or who has produced _____ as identification.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

NOTARY PUBLIC, STATE OF FLORIDA
Name (Print): _____
Commission No.: _____
My Commission Expires: __

Exhibit A

Licensed Premises

EXHIBIT A

A FLORIDA POWER & LIGHT EASEMENT IN SECTION 9, TOWNSHIP 49 SOUTH, RANGE 42 EAST, BROWARD COUNTY, FLORIDA, BEING A PORTION OF LOT 6, FORT LAUDERDALE INDUSTRIAL AIRPARK-SECTION 2, PLAT BOOK 63, PAGE 8 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF SAID LOT 6;
THENCE ALONG THE EAST LINE OF SAID LOT 6, N01°45'00"W FOR 166.87 FEET TO THE POINT OF BEGINNING;

THENCE CONTINUE ALONG SAID EAST LINE, N01°45'00"W FOR 10.00 FEET; THENCE S87°44'48"W FOR 61.23 FEET; THENCE S42°44'48"W FOR 8.78 FEET; THENCE S88°07'38"W FOR 37.33 FEET; THENCE S01°52'24"E FOR 26.67 FEET; THENCE N88°07'38"E FOR 42.05 FEET; THENCE N02°15'13"W FOR 17.10 FEET; THENCE N42°44'48"E FOR 8.20 FEET; THENCE N87°44'48"E FOR 57.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 1,773 SQUARE FEET (0.041 ACRES), MORE OR LESS.

NOTES:

1) THIS DESCRIPTION IS BASED ON THE PLAT OF FORT LAUDERDALE INDUSTRIAL AIRPARK-SECTION 2, PLAT BOOK 63, PAGE 8 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA AND INSTRUCTIONS FROM THE CLIENT.

NO ENCUMBRANCES OF RECORD WERE NOTED EXCEPT AS SHOWN ON THE ATTACHED SKETCH.

NO SEARCH OF THE PUBLIC RECORDS WAS PERFORMED BY BROWN & PHILLIPS, INC.

2) ABBREVIATIONS:

- P.O.C. - POINT OF COMMENCEMENT
- P.O.B. - POINT OF BEGINNING
- P.B. - PLAT BOOK
- PG. - PAGE
- U.E. - UTILITY EASEMENT
- FPL - FLORIDA POWER & LIGHT

3) BEARINGS ARE BASED ON N01°45'00"W (PLAT) ALONG THE EAST LINE OF LOT 6, FORT LAUDERDALE INDUSTRIAL AIRPARK-SECTION 2, PLAT BOOK 63, PAGE 8.

THE DESCRIPTION SKETCH AND THE DESCRIPTION TEXT COMPRISE THE COMPLETE LEGAL DESCRIPTION.

THE LEGAL DESCRIPTION IS NOT VALID UNLESS BOTH ACCOMPANY EACH OTHER. REPRODUCTIONS OF THIS DOCUMENT ARE NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND STAMP, OR A DIGITALLY VERIFIED ELECTRONIC SIGNATURE AND SEAL, OF A FLORIDA LICENSED SURVEYOR AND MAPPER EMPLOYED BY BROWN & PHILLIPS, INC.

JOHN E. PHILLIPS, III
PROFESSIONAL LAND SURVEYOR
STATE OF FLORIDA No. 4828
DATE: _____

REVISIONS:

6/16/23 REVISED PER 6/14/23 COMMENTS

8/21/23 REVISED PER 8/16/23 COMMENTS

E-Mail: info@brown-phillips.com

BROWN & PHILLIPS, INC.
PROFESSIONAL SURVEYING SERVICES
CERTIFICATE OF AUTHORIZATION # LB 6473
1860 OLD OKEECHOBEE ROAD., SUITE 509,
WEST PALM BEACH, FLORIDA 33409
TELEPHONE (561)-815-3988, 815-3991 FAX

FPL EASEMENT
6320 NW 12th AVENUE
FT. LAUDERDALE, FLORIDA
(THIS IS NOT A SURVEY)

DRAWN BY: DKN	PROJ. No. 23-021
CHECKED: JEP	SCALE: NONE
LEGAL DESCRIPTION	DATE: 3/23/23
	SHEET 1 OF 2

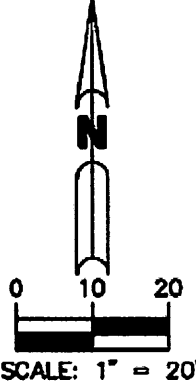
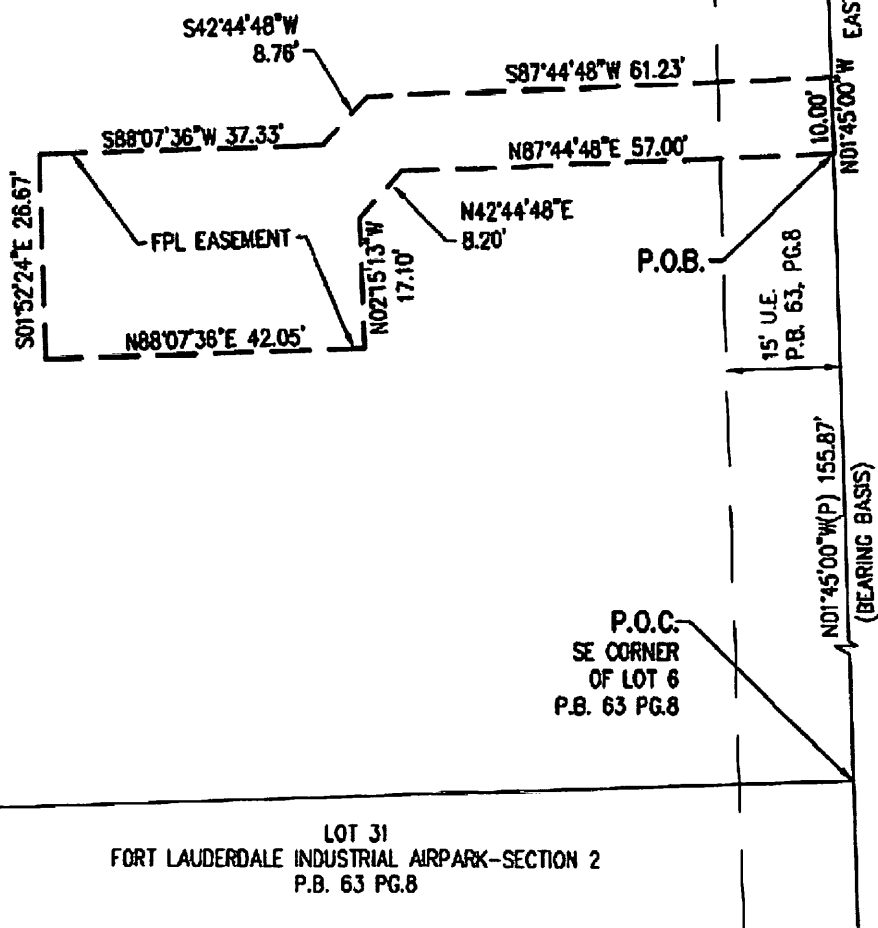


EXHIBIT A

LOT 6
 FORT LAUDERDALE INDUSTRIAL AIRPARK-SECTION 2
 P.B. 63 PG.8
 PARCEL ID# 4942 09 01 0160



5-2003 Planning Dept. 001 (2004) 03 01 118, 120 and 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 836, 837, 838, 839, 840, 841, 842, 843, 844, 845, 846, 847, 848, 849, 850, 851, 852, 853, 854, 855, 856, 857, 858, 859, 860, 861, 862, 863, 864, 865, 866, 867, 868, 869, 870, 871, 872, 873, 874, 875, 876, 877, 878, 879, 880, 881, 882, 883, 884, 885, 886, 887, 888, 889, 890, 891, 892, 893, 894, 895, 896, 897, 898, 899, 900, 901, 902, 903, 904, 905, 906, 907, 908, 909, 910, 911, 912, 913, 914, 915, 916, 917, 918, 919, 920, 921, 922, 923, 924, 925, 926, 927, 928, 929, 930, 931, 932, 933, 934, 935, 936, 937, 938, 939, 940, 941, 942, 943, 944, 945, 946, 947, 948, 949, 950, 951, 952, 953, 954, 955, 956, 957, 958, 959, 960, 961, 962, 963, 964, 965, 966, 967, 968, 969, 970, 971, 972, 973, 974, 975, 976, 977, 978, 979, 980, 981, 982, 983, 984, 985, 986, 987, 988, 989, 990, 991, 992, 993, 994, 995, 996, 997, 998, 999, 1000

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FPL EASEMENT	
6320 NW 12th AVENUE FT. LAUDERDALE, FLORIDA (THIS SKETCH IS NOT A SURVEY)	
DRAWN: DKN	PROJ. No. 23-021
CHECKED: JEP	SCALE: 1" = 20'
SKETCH TO ACCOMPANY LEGAL DESCRIPTION	DATE: 3/23/23
	SHEET 2 OF 2



COMMISSION AGENDA ITEM
DOCUMENT ROUTING FORM

14

Today's Date: 9/11/2024

DOCUMENT TITLE: FP&L Master Utility License Agreement for Parcels B,C, and D – First Industrial Harrisburg, L.P. at FXE

COMM. MTG. DATE: 8/20/2024 CAM #: 24-0664 ITEM #: CR-3 CAM attached: YES NO

Routing Origin: CAO Router Name/Ext: S.Sierra/5598 Action Summary attached: YES NO

CIP FUNDED: YES NO

Capital Investment / Community Improvement Projects defined as having a life of at least 10 years and a cost of at least \$50,000 and shall mean improvements to real property (land, buildings, or fixtures) that add value and/or extend useful life, including major repairs such as roof replacement, etc. Term "Real Property" include: land, real estate, realty, or real.

1) Dept: CAO Router Name/Ext S.Sierra/5598 # of originals routed: 1 Date to CAO: 9/11/2024

2) City Attorney's Office: Documents to be signed/routed? YES NO # of originals attached: 1

Is attached Granicus document Final? YES NO Approved as to Form: YES NO

Date to CCO: 9/11/2024 Lynn Solomon
Attorney's Name

[Signature]
Initials

3) City Clerk's Office: # of originals: 1 Routed to: Donna V./Amber Cabrera./CMO Date: 09/11/24

4) City Manager's Office: CMO LOG #: SEP 17 Document received from: 9/12/24
Assigned to: SUSAN GRANT ANTHONY FAJARDO LAURA REESE BEN ROGERS

SUSAN GRANT as Acting City Manager

APPROVED FOR S. GRANT'S SIGNATURE N/A FOR S. GRANT TO SIGN

PER ACM: A. Fajardo _____ (Initial/Date) PER ACM: L. REESE _____ (Initial/Date)

B. Rogers _____ (Initial/Date)

PENDING APPROVAL (See comments below)

Comments/Questions: _____

Comments/Questions: _____

Forward _____ originals to Mayor CCO Date: _____

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

6) City Clerk: Scan original and forwards 1 originals to: Sonia Sierra/CAO/ Ext 5598

Attach _____ certified Reso # _____ YES NO

Original Route form to Sonias/5598