

**CONSENT TO ASSIGNMENT OF LEASE AGREEMENT**

**LOTS 29, 30, 34 and 35**

THIS IS A CONSENT TO ASSIGNMENT OF LEASE AGREEMENT,  
entered into on \_\_\_\_\_, 2014, among:

CITY OF FORT LAUDERDALE, a municipal corporation of  
the State of Florida, hereinafter referred to as "Lessor,"

and

FORT LAUDERDALE CROWN LAND TRUST, INC., a  
Florida corporation, hereinafter referred to as "Assignor,"

and

CROWN LAND TRUST, INC., a Florida corporation,  
hereinafter referred to as "Assignee."

WHEREAS, pursuant to Resolution No. \_\_\_\_\_, adopted at its  
meeting of \_\_\_\_\_, 20\_\_ the City Commission of the City of Fort  
Lauderdale authorized the proper City officials to enter into this Consent to  
Assignment of Lease Agreement; and

WHEREAS, Assignor is the Lessee of Lots 29,30, 34 and 35 by virtue of  
a Lease Agreement dated January 15, 1985 as amended and assigned; and

WHEREAS, Assignor wishes to assign the Lease Agreement to  
Assignee; and

WHEREAS, the Lease Agreement provides that an assignment requires  
the written consent of Lessor; and

WHEREAS, at its meeting of May 22, 2014, the City of Fort Lauderdale  
Aviation Advisory Board recommended approval of this Consent to Assignment of  
Lease Agreement;

NOW THEREFORE, in consideration of the mutual promises, covenants  
and agreements, and other good and valuable consideration, the receipt and  
adequacy of which are hereby acknowledged, the parties agree as follows:

Section 1. The foregoing recitals are correct and are incorporated into  
this Consent to Assignment of Lease Agreement.

Section 2. Lessor does hereby consent to an assignment of the Lease  
Agreement from Assignor to Assignee.

Section 3. Assignor and Assignee acknowledge and agree that the  
Lease Agreement shall control, despite any provision which is or may appear to be

contrary in the assignment between Assignor and Assignee. Under no circumstances shall any consent provided in this consent document be construed to allow any subordination by any person of the fee simple title interest of Lessor in and to the premises leased. The consent given herein shall not relieve Assignor of any of its lease obligations.

Section 4. By the consent and approval contained in this document, Lessor relies upon the representations of Assignor and Assignee that no other person, natural, corporate or otherwise, will be adversely affected by the consent contained in this document. In the event of a claim by any such third person that Lessor's Consent to Assignment of Lease Agreement adversely affects any such person, Assignor and Assignee agree to indemnify and hold harmless Lessor completely from any such claim and shall provide Lessor a complete legal defense for any such claim, at no cost or expense whatsoever to Lessor.

Section 5. The Assignor understands and agrees that its obligations under the Lease continue and do not expire or terminate as a result of this Consent to Assignment.

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

LESSOR:

CITY OF FORT LAUDERDALE

By \_\_\_\_\_  
LEE R. FELDMAN, City Manager

(CORPORATE SEAL)

ATTEST:

\_\_\_\_\_  
JONDA K. JOSEPH, City Clerk

Approved as to form:

\_\_\_\_\_  
Assistant City Attorney

ASSIGNOR:

Fort Lauderdale Crown Land Trust, Inc.

By \_\_\_\_\_

Name/Title \_\_\_\_\_

By \_\_\_\_\_

Name/Title \_\_\_\_\_

WITNESSES

\_\_\_\_\_

Print Name

\_\_\_\_\_

Print Name

(CORPORATE SEAL)

STATE OF FLORIDA:  
COUNTY OF BROWARD:

The foregoing instrument was acknowledged before me this \_\_\_ day of \_\_\_\_\_, 2014, by \_\_\_\_\_ as \_\_\_\_\_, of Fort Lauderdale Crown Land Trust, Inc., a Florida corporation, on behalf of the corporation.  He/She is personally known to me or  has produced \_\_\_\_\_ as identification and  did  did not take an oath.

(SEAL)

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

\_\_\_\_\_  
Name of Notary Typed, Printed or Stamped

\_\_\_\_\_  
My Commission Expires:

Commission Number \_\_\_\_\_

ASSIGNEE:

Crown Land Trust, Inc.

WITNESSES

By \_\_\_\_\_

Name/Title \_\_\_\_\_

\_\_\_\_\_

Print Name

\_\_\_\_\_

\_\_\_\_\_

Print Name

\_\_\_\_\_

(CORPORATE SEAL)

STATE OF FLORIDA:  
COUNTY OF BROWARD:

The foregoing instrument was acknowledged before me this \_\_\_ day of \_\_\_\_\_, 2014,  
by \_\_\_\_\_ as \_\_\_\_\_, of Crown Land Trust, Inc, a Florida corporation,  
on behalf of the corporation.  He/She is personally known to me or  has produced  
\_\_\_\_\_ as identification and  did  did not take an oath.

(SEAL)

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

\_\_\_\_\_  
Name of Notary Typed, Printed or Stamped

\_\_\_\_\_  
My Commission Expires:

Commission Number \_\_\_\_\_