

Return recorded copy to:  
Shari Wallen, Esq.  
Assistant City Attorney  
City of Fort Lauderdale  
100 N. Andrews Avenue, 7th Floor  
Fort Lauderdale, Florida 33301

**THIRD AMENDMENT TO THE AMENDED AND RESTATED LEASE AGREEMENT  
FOOR PARCEL 7B  
AT THE FORT LAUDERDALE EXECUTIVE AIRPORT**

THIS IS THE THIRD AMENDMENT TO THE AMENDED AND RESTATED LEASE AGREEMENT, made and entered into on this 16th day of August, 2022, by and between:

**CITY OF FORT LAUDERDALE**, a municipal corporation of the State of Florida, 100 North Andrews Avenue, Fort Lauderdale, FL 33301 (hereinafter, "LESSOR" or "CITY"),

and

**SHELTAIR EXECUTIVE SOUTH, LLC**, a Florida Limited Liability Company, whose principal address is 4860 NE 12th Avenue, Fort Lauderdale, Florida 33334 (hereinafter, "LESSEE")

WHEREAS, the LESSOR is the owner and operator of the Fort Lauderdale Executive Airport (the "Airport"); and

WHEREAS, LESSOR and LESSEE are parties to the Amended and Restated Lease Agreement dated April 8, 2020, and recorded in Broward County Official Records Instrument Number 118229649, as amended by the First Amendment to the Amended and Restated Lease Agreement dated May 7, 2020, as amended by the Second Amendment to the Amended and Restated Lease Agreement dated February 1, 2022, (herein the "Amended and Restated Lease Agreement"), which provides for the terms of the Lease Agreement, as amended for Parcel 7B, located at the Fort Lauderdale Executive Airport, situated in the City of Fort Lauderdale, Broward County, Florida and legally described in Exhibit "A" attached hereto; and

WHEREAS, the Fort Lauderdale Executive Airport has established a fuel flowage fee policy which applies to all tenants that are authorized to dispense or sell aviation fuel to aircrafts operating on the premises of the Airport; and

WHEREAS, LESSOR and LESSEE wish to amend the Amended and Restated Lease Agreement, to clarify the fuel flowage fee calculation and collection method.

NOW THEREFORE, in consideration of the mutual promises, the parties agree to the following terms and conditions:

1. LESSOR and LESSEE agree to enter into this Third Amendment to the Amended and Restated Lease Agreement.

2. Paragraph 13 of the Amended and Restated Lease Agreement, as amended is hereby deleted and replaced with the following Paragraph:

13. AVIATION FUEL FEES.

(a) The LESSEE has the right to dispense aviation fuels and lubricating oils within the Premises, provided such aviation fuels and lubricating oils shall be the product of a supplier or suppliers holding all necessary permits, licenses, certifications or approvals required by the appropriate government agencies to conduct such operations and to deliver aviation fuels and lubricating oils to the Airport. Lessor shall in no way be prevented from granting exclusive rights for the sale and dispensing of aviation fuels and lubricating oils on premises other than those covered by this Lease under such terms and conditions as it may deem advisable. In connection with the sale or dispensing of such products upon the Premises or otherwise, Lessor assumes no responsibility for acts of any supplier regarding delivery, quality of product, or maintenance of supplier-owned or Lessee-owned equipment. Aviation fuels and lubricating oils shall be stored and dispensed by Lessee in accordance with all City, county, local, state, and federal laws, regulations, rules, and other requirements pertaining to the sale and storage of such fuels and oils, including but not limited to the Minimum Standards, as amended by the City from time to time.

(b) Aviation Fuel Fees - Lessee shall pay Lessor the following fees for all aviation fuel delivered to the Premises each month: Five and one-half percent (5.5%) of the total price per gallon of the first five hundred thousand (500,000) gallons of aviation fuel delivered to the Premises and three and one-half percent (3.5%) of the total price per gallon of aviation fuel delivered to the Premises exceeding five hundred thousand (500,000) gallons of aviation fuel during the period of January 1st through and including December 31st of each calendar year. The first 500,000 gallons of aviation fuel will reset annually beginning January 1<sup>st</sup> of each

calendar year. Aviation fuel is subject to applicable taxes under Florida Law.

- (c) Lessee shall pay Lessor Aviation fuel fees monthly by no later than the 15th day of each month for the previous month without any additional grace period and accompanied by a monthly report prepared by Lessee, which report shall detail the gallon amounts of any and all fuel delivered to the Premises. Such monthly reports shall pertain only to the Lessee's operations conducted at the Airport and exclude any other operations of the Lessee conducted at other locations. Payment shall be delinquent upon the 16<sup>th</sup> day of the month, and upon such delinquency, the Lessee is subject to the default provisions in this Lease Agreement.
- (d) The Lessee shall further retain upon the Premises all delivery bills, invoices, and related records pertaining to the delivery to the Premises of aviation fuels and lubricating oils and shall produce and make available such books and records upon request by the Lessor for the purposes of auditing payments to the Lessor as provided in this Amended and Restated Lease. Such books, records and other documents shall be made available for inspection to representatives of Lessor within fifteen (15) days of written notice to Lessee. Lessor shall have the right, upon reasonable notice to Lessee, to audit the Lessee's books and records relating to Lessee's operations in order to determine the correctness and accuracy of the fuel fees paid to Lessor during a Lease year. In the event that any such audit reflects that the total fuel fees actually paid to Lessor during a particular Lease year shall be less than the fuel fees due and owing for such Lease year, then the Lessee shall immediately pay the difference to the Lessor upon written demand therefore by Lessor. If, as a result of any audit, it is established that the fuel fees paid to Lessor during a Lease year shall be three percent (3%) or more less than the fuel fees owed to the Lessor for such Lease year, the entire expense of said audit shall be borne by the Lessee. Lessor shall provide Lessee with a copy of the audit results obtained by Lessor after such written request by Lessee.
- (e) The term delivery to the Premises as used in this subparagraph shall mean delivery of aviation fuel to the Premises; this includes delivery of aviation fuel to Lessee, its employees, agents, sublessees, and independent contractors, but shall not apply when Lessee obtains aviation fuel from Fixed Based Operators at the Airport.

3. Nothing herein is intended to be, or shall be construed to be, an extension of credit to LESSEE. This Third Amendment to the Amended and Restated Lease Agreement does not in any manner alter the LESSEE's obligations for the payment of rent or any other fees not mentioned in this Amendment.

5. Except as specifically modified by this Third Amendment, the Amended and Restated Lease Agreement, as amended remains in full force and effect and is hereby ratified by the LESSOR and LESSEE. If there is any conflict between the Amended and Restated Lease Agreement, the First Amendment to the Amended and Restated Lease Agreement, Second Amendment to the Amended and Restated Lease Agreement, and the Third Amendment to the Amended and Restated Lease Agreement, the terms and provisions of this Third Amendment to the Amended and Restated Lease Agreement shall govern and control.

6. If any one or more of the covenants set forth in this Third Amendment to the Amended and Restated Lease Agreement should be determined by a court of competent jurisdiction to be contrary to applicable law, such covenant shall be deemed and construed to be severable from the remaining covenants herein contained and shall in no way affect the validity of the remaining provisions of this Amendment.

7. All prior understandings of the Parties relating to the subject matter of this Amendment are set forth herein and no prior understandings or accommodations shall be given effect or shall be valid, unless they are written in the Amended and Restated Lease Amendment, as amended.

8. This Third Amendment to the Amended and Restated Lease Agreement may be executed in several counterparts, each of which shall be deemed to be an original; but such counterparts shall constitute one and the same instrument.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

AGREED AND CONSENTED TO

**LESSOR**

WITNESSES:

Donna Varisco

Donna Varisco

[Witness print name]

Al Lauer

Aimee Lauer

[Witness print name]

(CORPORATE SEAL)

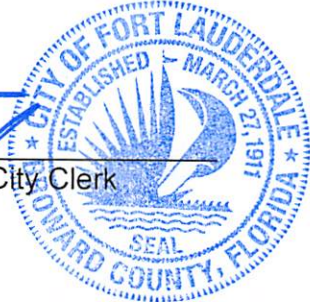
CITY OF FORT LAUDERDALE

By: \_\_\_\_\_

Greg Chavarria  
City Manager

ATTEST:

D.R.S.  
DAVID R. SOLOMAN, City Clerk



Approved as to form:

Shari C. Wallen  
SHARI C. WALLEN  
Assistant City Attorney

**LESSEE**

WITNESSES:

[Signature]

Nicole Perera

[Witness print name]

Anne Simone

Anne Simone

[Witness print name]

SHELTAIR EXECUTIVE SOUTH, LLC,  
Florida Limited Liability Company.

By:

[Signature]

Gerald M. Holland  
Chief Executive Officer

ATTEST:

[COMPANY SEAL]

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF FLORIDA :  
COUNTY OF BROWARD :

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this 7 day of SEPTEMBER 2023, by Gerald M. Holland, Chief Executive Officer, Sheltair Executive South, LLC a Florida Limited Liability Company, who freely and voluntarily executed this instrument on behalf of said limited liability company.

(SEAL)

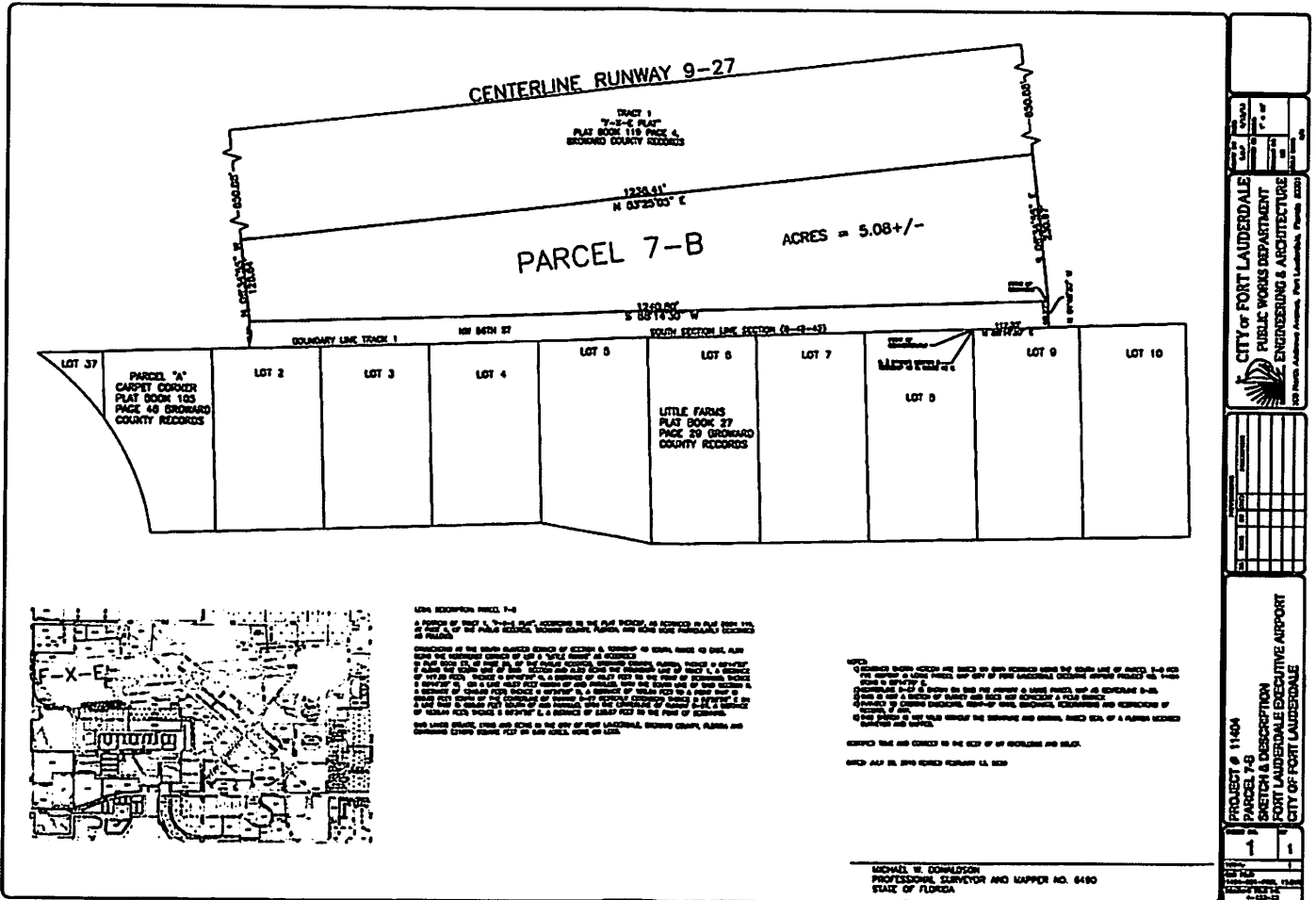


[Signature]  
Signature of Notary Public – State of FL

JOHANNAH CARTER  
Print, Type, or Stamp Commissioned Name of Notary Public

Personally Known  OR Produced Identification \_\_\_\_\_  
Type of Identification Produced \_\_\_\_\_

# Exhibit A



**CITY OF FORT LAUDERDALE**  
PUBLIC WORKS DEPARTMENT  
ENGINEERING & ARCHITECTURE

100 South Andrews Avenue, Fort Lauderdale, Florida 33301

PROJECT # 11404  
PARCEL 7-B  
SKETCH & DESCRIPTION  
FORT LAUDERDALE EXECUTIVE AIRPORT  
CITY OF FORT LAUDERDALE

DATE: 11/14/14  
SCALE: AS SHOWN  
DRAWN BY: [Signature]  
CHECKED BY: [Signature]  
APPROVED BY: [Signature]

THIS RECORDS BOOK 110  
A PORTION OF TRACED T-Y-E PLAT, SECTION 8 IN THE EAST HALF OF TOWN SECTION 8-12-13, AS REFERRED TO IN PLAT BOOK 110, IS PART OF THE PUBLIC RECORDS, BROWARD COUNTY, FLORIDA, AND SHALL BE PERMANENTLY RECORDED THEREIN.

CONVEYANCE OF THE TRACT DESCRIBED HEREIN BY DEED OR OTHERWISE TO ANY PERSON OR PERSONS IS VOID, UNLESS THE SAME BEING MADE BY THE PUBLIC RECORDS, BROWARD COUNTY, FLORIDA, AND SHALL BE PERMANENTLY RECORDED THEREIN.

SECTION 8 IN THE EAST HALF OF TOWN SECTION 8-12-13, AS REFERRED TO IN PLAT BOOK 110, IS PART OF THE PUBLIC RECORDS, BROWARD COUNTY, FLORIDA, AND SHALL BE PERMANENTLY RECORDED THEREIN.

THIS INSTRUMENT, MADE AND SIGNED IN THE CITY OF FORT LAUDERDALE, BROWARD COUNTY, FLORIDA, AND BROWARD COUNTY RECORDS FILED IN THE OFFICE OF THE CLERK OF SAID COUNTY, FLORIDA, ON 11/14/14.

NOTES:  
1. BENCH MARKS SHOWN ARE BASED ON DATA PROVIDED BY THE SURVEYOR OF PARCEL 7-B-10 AND THE SURVEYOR OF PARCEL 7-B-11 AND ARE NOT TO BE USED FOR ANY OTHER PURPOSE.  
2. PARCEL 7-B-10 IS SHOWN AS BEING A LARGE PARCEL OF AN ACRES 5.08+/-.  
3. THIS IS NOT A SURVEY OF PARCEL 7-B-10 AND DOES NOT CONSTITUTE A TITLE SURVEY.  
4. ALL LINES SHOWN ARE BASED ON THE SURVEYING AND MEASUREMENTS MADE BY A SURVEYOR LICENSED IN THE STATE OF FLORIDA.  
5. THE SURVEYOR HAS NOT CONDUCTED A VISUAL INSPECTION OF THE PARCEL DESCRIBED IN THIS INSTRUMENT.

EXCEPT AS NOTED, THIS IS A TRUE AND CORRECT COPY OF THE ORIGINAL AND BEST.  
MADE AND SIGNED BY THE SURVEYOR ON 11/14/14.

MICHAEL W. DONALDSON  
PROFESSIONAL SURVEYOR AND MAPPER NO. 6490  
STATE OF FLORIDA



COMMISSION AGENDA ITEM  
DOCUMENT ROUTING FORM

14

Today's Date: 09/21/2022

DOCUMENT TITLE: SHELTAIR EXECUTIVE SOUTH, LLC – THIRD AMENDMENT TO THE AMENDED AND RESTATED LEASE AGREEMENT FOR PARCEL 7B

COMM. MTG. DATE: 08/16/2022 CAM #: 22-0466 ITEM #: CR-2 CAM attached:  YES  NO

Routing Origin: CAO Router Name/Ext: J. Larregui/5106 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: FXE Router Name/Ext: L. Blanco/5334 # of originals routed: 1 Date to CAO: 9/19/22

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: 9/23/22 Shari C. Wallen Attorney's Name Initials SCW/JL

3) City Clerk's Office: # of originals: 1 Routed to: Donna V./Aimee L./CMO Date: 09/26/22

4) City Manager's Office: CMO LOG #: Sep-52 Document received from: \_\_\_\_\_

Assigned to: GREG CHAVARRIA   
ANTHONY FAJARDO  SUSAN GRANT   
GREG CHAVARRIA as CRA Executive Director

APPROVED FOR G. CHAVARRIA'S SIGNATURE  N/A FOR G. CHAVARRIA TO SIGN

PER ACM: A. Fajardo \_\_\_\_\_ (Initial/Date) S. Grant \_\_\_\_\_ (Initial/Date)

PENDING APPROVAL (See comments below)

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: L. Blanco/FXE/Ext. 5334

Attach \_\_\_\_\_ certified Reso # \_\_\_\_\_  YES  NO Original Route form to J. Larregui/CAO