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**DOCUMENT ROUTING FORM**

NAME OF DOCUMENT: **FOURTH AMENDMENT TO LEASE AGREEMENT WITH RLO, INC. FOR FXE PARCEL 18**

Approved Comm. Mtg. on **OCTOBER 16, 2012** CAM# **12-2315** ITEM:  **CR-7**

Routing Origin:  **CAO**  **ENG.**  **COMM. DEV.**  **OTHER** \_\_\_\_\_

Also attached:  copy of CAR  copy of document  ACM Form  4 originals

By: LB forwarded to: **SHARON DREESEN, TRANSPORTATION/MOBILITY**  
Initials

1.) Approved as to Content: Diana Alva  
Department Director 10-18-12

Capital Improvements 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, fixtures) that add value and/or extend useful life, inc. major repairs such as roof replacement, etc. Term "Real Property" include: land, real estate, realty, real.

Please Check the proper box: CIP FUNDED  YES  NO  
Capital Improvement Projects

2.) Approved as to Funds Available: by [Signature] Date: 10/23/12  
Finance Director This is a positive fiscal impact.

Amount Required by Contract/Agreement \$ 57,962.01 Funding Source: \_\_\_\_\_  
Dept./Div. TAM/07 Revenue J631 Project # \_\_\_\_\_

RECEIVED  
FT LAUDERDALE  
CITY ATTORNEY'S OFFICE  
OCT 23 PM 12:08

3.) City Attorney's Office: Approved as to Form 3 Originals of each to City Mgr. By: **DJ WILLIAMS-PERSAD**  
DJ Williams-Persad

4.) Approved as to content: Assistant City Manager:  
By: \_\_\_\_\_ By: \_\_\_\_\_  
Stanley Hawthorne, Assistant City Manager Susanne Torlente, Assistant City Manager

5.) Acting City Manager: Please sign as indicated and forward 3 originals of each to Mayor.

6.) Mayor: Please sign as indicated and forward 3 originals of each to Clerk.

7.) To City Clerk for attestation and City seal.

10/29

**INSTRUCTIONS TO CLERK'S OFFICE**

8.) City Clerk: retains one original document and forwards 2 of each original documents to  
**ANGELIA BASTO, FXE**

Copy of document to \_\_\_\_\_  Original Route form to Linda Blanco, CAO  
 Attach \_\_\_\_\_ certified copies of Reso. # \_\_\_\_\_  Fill-in date

FOURTH AMENDMENT TO LEASE AGREEMENT  
(PARCEL 18)

THIS IS A FOURTH AMENDMENT TO LEASE AGREEMENT, entered into on this 16<sup>th</sup> day of October, 2012, between:

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

and

RLO, INC. an Illinois corporation authorized to transact business in the State of Florida under the name Flight Operations, Inc., hereinafter referred to as "Lessee."

Lessee leases certain property from Lessor known as Parcel 18 at Fort Lauderdale Executive Airport, under a Lease Agreement dated July 19, 1977, as amended (hereinafter "Lease Agreement"), and assigned to RLO, Inc. an Illinois corporation authorized to transact business in the State of Florida under the name Flight Operations, Inc., said Consent and Approval of Assignment dated January 22, 1988.

Pursuant to Resolution No. 99-150, adopted at its meeting of October 19, 1999, the City Commission authorized the proper City officials to enter into a Second Amendment to Lease Agreement to extend the term of the Lease Agreement to October 31, 2007.

Pursuant to Resolution No. 06-35, adopted at its meeting of March 21, 2006, the City Commission authorized the proper City officials to enter into a Third Amendment to Lease Agreement to extend the term of the Lease Agreement to October 31, 2012.

Lessee has requested amending the lease term for an additional two (2) months to December 31, 2012 in order to cure the current defaults, remove two fuel tanks and implement a remediation plan for the property.

Pursuant to Resolution No. 12-202 adopted at its meeting of October 16, 2012, the City Commission authorized the City Manager to enter into this Fourth Amendment to Lease Agreement to extend the term of the Lease Agreement to December 31, 2012 conditioned upon payment of past due rent and late fees totaling \$50,865.97 as of October 16, 2012 plus late fees accrued at a rate of \$10.98 per day thereafter; prepayment of two months' rent totaling \$14,192.08; submittal of a remediation plan to Broward County, removal of the fuel tanks and remediation of

the site; and placement of funds in escrow equal to the cost of fuel tank removal and remediation.

In consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and adequacy of which are acknowledged, the parties agree as follows:

1. The foregoing recitals are true and correct and are incorporated into this Fourth Amendment to Lease Agreement.
2. Paragraph 7 of the Lease Agreement entitled "Term" is amended to add the following paragraph:

The term of this lease shall be extended for an additional period of two (2) months commencing on November 1, 2012 and terminating December 31, 2012. This Lease may not be renewed for an additional lease term beyond December 31, 2012.

3. Paragraph 10(b) of the Lease Agreement is hereby deleted in its entirety and replaced with the following:

10(b). RENT

1. It is agreed that the rental payment as calculated on the 1st day of November 2012 ("Commencement Date") for the Term of this Fourth Amendment to Lease, November 1, 2012 – December 31, 2012, shall be \$14,192.08.
2. As consideration for this Fourth Amendment, it is agreed between Lessor and Lessee that: (a) Lessee shall pay to Lessor all past due rent and late fees totaling \$50,865.97 through October 16, 2012, plus late fees of \$10.98 per day thereafter, prior to the Commencement Date; (b) Lessee shall prepay to Lessor all two months' rent for the Term of this Fourth Amendment totaling \$14,192.08 prior to the Commencement Date; and (c) Lessee shall submit a fuel tank remediation plan to Broward County and place funds in escrow with the Attorney for Lessee equal to the cost of removing the fuel tanks and remediation, prior to the Commencement Date of this Fourth Amendment. Lessee's failure to comply with all the conditions as set forth above shall void this Fourth Amendment to Lease Agreement.
3. That this Fourth Amendment to Lease Agreement shall take effect upon final execution by both Parties.
4. That the remainder of the Lease Agreement shall remain in full force and effect.


[THIS SPACE INTENTIONALLY LEFT BLANK]

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

CITY


WITNESSES:

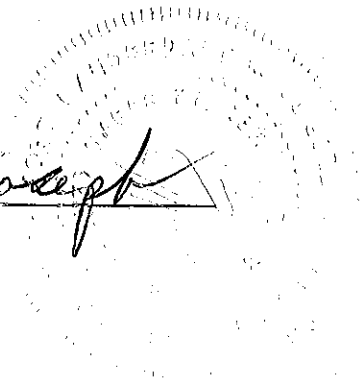
CITY OF FORT LAUDERDALE, a municipal corporation of the State of Florida:

  
\_\_\_\_\_  
Aixa S. Penedo  
Print Name


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

ATTEST:

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



Approved as to form:

  
\_\_\_\_\_  
DIANSJHAN WILLIAMS-PERSAD  
Assistant City Attorney

LESSEE

WITNESSES:

RLO, INC. an Illinois corporation authorized to transact business in the State of Florida under the name Flight Operations, Inc.

[Signature]

John S. Elias  
Print Name

[Signature]

Robert M. Riddle  
Print Name

By [Signature]

Print Name/Title Richard L. Owens, Jr./President

By [Signature]

Print Name/Title DENNIS OWENS VP

(CORPORATE SEAL)

ATTEST:

By [Signature]

Secretary

Print Name DENNIS OWENS

STATE OF ILLINOIS  
COUNTY OF PERUIA

The foregoing instrument was acknowledged before me this 9<sup>th</sup> day of October 2012, by Richard L. Owens and Dennis Owens as PRESIDENT and VP/SECRETARY respectively, of RLO, INC., an Illinois corporation authorized to transact business in the State of Florida under the name Flight Operations, Inc. on behalf of the corporation, who ~~provided \_\_\_\_\_ as identification or~~ are personally known to me and did (did not) take an oath.

[Signature]  
Notary Public, State of ~~Florida~~ Illinois

(NOTARY SEAL)

Name of Notary Typed, Printed or Stamped

Commission Expires: 3-25-15

Commission Number

