

CONSENT TO ASSIGNMENT OF LEASE AGREEMENTS
(Lots 4&5 and 0.183 Acre Adjacent to Lots 4 and 5)

THIS IS A CONSENT TO ASSIGNMENT OF LEASE AGREEMENTS entered into on _____, 2021, among:

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

and

CABOT III-FL2W04&W05, LLC, a Delaware Limited Liability Company, hereinafter referred to as “Assignor”,

and

COLT SOUTH FLORIDA OWNER LP, a Delaware Limited Partnership, hereinafter referred to as “Assignee.”

WHEREAS, pursuant to Resolution No. _____, adopted at its meeting on December 21, 2021, the City Commission of the City of Fort Lauderdale authorized the City Manager to enter into this Consent to Assignment of Lease Agreements; and

WHEREAS, Assignor is the Lessee of Lots 4 and 5 at the Fort Lauderdale Executive Airport by virtue of a Lease Agreement dated March 24, 1987, as amended and assigned; and

WHEREAS, Assignor is also the Lessee of the property that is 0.183 acre adjacent to Lots 4 and 5 at the Fort Lauderdale Executive Airport by virtue of a Lease Agreement dated October 13, 1988, as amended and assigned; and

WHEREAS, the Lease Agreements dated March 24, 1987 and October 13, 1988 are collectively referred to here as “Lease Agreements”; and

WHEREAS, Assignor wishes to assign the Lease Agreements, as amended to Assignee, Colt South Florida Owner LP; and

WHEREAS, in accordance with the terms of the Lease Agreements, an assignment of the Lease Agreements requires express written consent of the Lessor; and

WHEREAS, at its meeting on December 2, 2021, the City of Fort Lauderdale Aviation Advisory Board supported staff’s recommendation to approve this Consent to Assignment of Lease Agreements.

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:

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

2. Lessor does hereby consent to an assignment of the Lease Agreements, as amended from Assignor to Assignee.

3. Assignor and Assignee acknowledge and agree that the Lease Agreements, as amended 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.

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 and approval contained in this document. In the event of a claim by any such third person that Lessor's Consent to Assignment of Lease Agreements, as amended, adversely affects any such person, Assignor and Assignee agree to indemnify and hold harmless Lessor completely from any such claim and shall provide Lessor with a complete legal defense for any such claim, at no cost or expense whatsoever to Lessor. The covenants set forth in this Paragraph 4 shall survive the termination of the Lease Agreements.

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

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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, a
Municipal Corporation of the State of Florida

By: _____
Christopher J. Lagerbloom, ICMA-CM
City Manager

(CORPORATE SEAL)

ATTEST:

Jeffrey A. Modarelli, City Clerk

Approved as to form:
Alain E. Boileau, City Attorney

By: _____
Shari C. Wallen
Assistant City Attorney

ASSIGNOR:

WITNESSES:

CABOT III-FL2W04&W05, LLC, a
Delaware Limited Liability Company,

Print Name: _____

By: _____
Franz F. Colloredo-Mansfield, President

Print Name: _____

(CORPORATE SEAL)

STATE OF _____:
COUNTY OF _____:

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____ 2021, by Franz F. Colloredo-Mansfield, as President of Cabot III-FL2W04&W05, LLC, a Delaware limited liability company authorized to transact business in the State of Florida. That this document is an act and deed of Cabot III-FL2W04&W05, LLC and this document is being executed on behalf of Cabot III-FL2W04&W05, LLC. He/She is ☐ personally known to me or ☐ who has produced _____ as identification.

(SEAL)

Notary Public, State of _____
(Signature of Notary)

(Print, Type, or Stamp Commissioned Name
of Notary Public)

ASSIGNEE:

WITNESSES:

COLT SOUTH FLORIDA OWNER LP, a
Delaware Limited Partnership

Print Name: _____

By: _____
Andrew J. Brookman, Senior Vice President

Print Name: _____

(CORPORATE SEAL)

STATE OF _____:
COUNTY OF _____:

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, on this ____ day of _____ 2021, by Andrew J. Brookman as Senior Vice President of Colt South Florida Owner LP, a Delaware limited partnership that is authorized to transact business in the State of Florida. That this document is an act and deed of Colt South Florida Owner LP and this document is being executed on behalf of Colt South Florida Owner LP. He/She is ☐ personally known to me or ☐ who has produced _____ as identification.

(SEAL)

Notary Public, State of _____
(Signature of Notary)

(Print, Type, or Stamp Commissioned Name
of Notary Public)