



**CITY OF FORT LAUDERDALE
City Commission Agenda Memo
REGULAR MEETING**

#23-0511

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

FROM: Greg Chavarria, City Manager

DATE: June 6, 2023

TITLE: Resolution Approving a Third Amendment to Lease Agreement with Lynx FBO Fort Lauderdale, LLC d/b/a Atlantic Aviation for Parcels 8CE, 10AB and 11ABCD at the Fort Lauderdale Executive Airport and Authorizing the City Manager to Execute the Lease Agreement – **(Commission District 1)**

Recommendation

Staff recommends the City Commission adopt a resolution authorizing the City Manager to execute a Third Amendment to the Lease Agreement with Lynx FBO Fort Lauderdale, LLC d/b/a Atlantic Aviation for Parcels 8CE, 10AB and 11ABCD, in substantially the form attached, at the Fort Lauderdale Executive Airport (FXE).

Background

Lynx FBO Fort Lauderdale, LLC (Lynx) was acquired by Atlantic Aviation Infrastructure Corporation (Atlantic Aviation) through an equity and transfer of control. Atlantic Aviation is the primary holding company for the Atlantic Aviation network of FBOs and leases Parcels 8CE, 10, and 11 at the Fort Lauderdale Executive Airport (FXE). It is under a thirty (30) year Lease Agreement dated January 8, 2019, and is scheduled to expire on January 31, 2049. The total annual rent is approximately \$744,251.11 and is adjusted annually using the Consumer Price Index (CPI) adjustment method.

At the November 1, 2022 Commission meeting, staff recommended approving a revised site plan, which included approximately 96,000 square feet of new hangars, 8,500 square feet of attached office space, and construction of a new 72,000-gallon fuel farm facility. After the Commission meeting on November 1, 2022, Lynx requested changes to the Third Amendment of the Lease Agreement that was approved by the City Commission but Lynx did not execute the Third Amendment to the Agreement. Therefore, the Third Amendment that was previously approved by the City Commission is not effective. Staff has brought a new proposed Third Amendment for the City Commission's approval that incorporates some of the changes requested by the Lessee after the November 1, 2022, City Commission meeting.

The Phase 3 development is on schedule per the Lease Terms and the required Phase 2, which consisted of a new 7,500 square foot terminal building on Parcel 8CE is complete. The previous proposed site plan that was approved by the City Commission in November

2022 listed Hangar A at 36,000 square feet and Hangar B at 60,000 square feet. Upon completion of the terminal building in January 2023, Atlantic Aviation commenced preliminary review of the Phase 3 development and realized an opportunity to maximize the square footage of Hangar A by an additional 3,000 square feet.

When completed, the revised site plan will still exceed the minimum development requirements of the Lease, which will consist of Hangar A: 39,000 square feet with 3,750 square feet of office space, Hangar B: 60,000 square feet with 4,800 square feet of office space, and construction of a new 72,000-gallon fuel farm facility. This proposed configuration will provide for the maximum amount of ramp space to facilitate aircraft movement and storage and achieve the goals of constructing approximately 99,000 square feet of new hangars and 8,550 square feet of attached office space.

In summary, the recommended Third amendment will provide for the following improvements to the site plan for Phase 3 development:

- Hangar A 39,000 square feet with 3,750 square feet of office space
- Hangar B 60,000 square feet with 4,800 square feet of office space
- Construction of a new 72,000-gallon fuel farm facility

At its meeting of March 30, 2023, the Aviation Advisory Board supported staff's recommendation to execute the Lease Amendment for Parcel 8CD, 10 and 11.

Resource Impact

There is no fiscal impact association with this action.

Strategic Connections

This item supports the *Press Play Fort Lauderdale 2024 Strategic Plan*, specifically advancing:

- The Business Development Focus Area
- Goal 5: Build an attractive global and local economic community marketplace.
- Objective: Provide the best-in-class regional general aviation airport amenities and services
- Objective: Create a responsive and proactive business climate to attract emerging industries

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

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

- The Business Development Focus Area
- The Economic Development Element
- 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 – Parcels 8CE, 10 and 11 Map

Exhibit 2 –Third Amendment to Lease Agreement with Lynx FBO Fort Lauderdale, LLC
d/b/a Atlantic Aviation

Exhibit 3 – Resolution

Prepared by: Rufus A. James, Airport Director

Director: Rufus A. James

SCW CR-6 23-0553 Resolution Approving the Design Review Reimbursable Agreement and Authorizing the City Manager to Execute the Design Review Reimbursable Agreement and all Amendments to the Design Review Reimbursable Agreement and any Documents Associated with the Agreement with the Department of Transportation Federal Aviation Administration - \$51,017 - (Commission District 1)

ADOPTED

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

SCW CR-7 23-0511 Resolution Approving a Third Amendment to Lease Agreement with Lynx FBO Fort Lauderdale, LLC d/b/a Atlantic Aviation for Parcels 8CE, 10AB and 11ABCD at the Fort Lauderdale Executive Airport and Authorizing the City Manager to Execute the Lease Agreement - (Commission District 1)

ADOPTED

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

PGB CR-8 23-0215 Resolution Approving the Consolidated Budget Amendment to Fiscal Year 2023 - Appropriation - (Commission Districts 1, 2, 3 and 4)

ADOPTED

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

CONSENT PURCHASE

RMH CP-1 23-0426 Motion Approving Agreement for Purchase and Installation of three (3) Ocean Rescue Lifeguard Towers - Bausch Enterprises, Inc. - \$268,450 - (Commission Districts 2 and 4)

APPROVED

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

KCM CP-2 23-0559 Motion Approving the Award of Design Consulting Services for the Las Olas Corridor Mobility Project, including the East and West Corridors, with Kimley-Horn & Associates, Inc. and WSP USA, LLC. - (Commission Districts 2 and 4)

APPROVED



[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Search by Entity Name](#) /

Detail by Entity Name

Foreign Limited Liability Company
LYNX FBO FORT LAUDERDALE, LLC

Filing Information

Document Number M18000011239
FEI/EIN Number 83-3096798
Date Filed 12/13/2018
State DE
Status ACTIVE

Principal Address

5201 Tennyson Parkway, Suite 150
Plano, TX 75024

Changed: 02/25/2023

Mailing Address

5201 Tennyson Parkway, Suite 150
Plano, TX 75024

Changed: 02/25/2023

Registered Agent Name & Address

C T CORPORATION SYSTEM
1200 SOUTH PINE ISLAND ROAD
PLANTATION, FL 33324

Authorized Person(s) Detail

Name & Address

Title President & CEO

Pepper, Louis T.
2450 LOUSIANA ST, STE 400, #516
HOUSTON, TX 77006

Title Vice President & Treasurer

Hart, Eric T.
2450 LOUSIANA ST, STE 400, #516
HOUSTON, TX 77006

Title CFO

William Grady , White
2450 LOUISIANA ST, STE 400, #516
HOUSTON, TX 77006

Title Sole Member

Louis , Pepper T.
5201 Tennyson Parkway, Suite 150
Plano, TX 75024

Annual Reports

Report Year	Filed Date
2021	01/11/2021
2022	03/30/2022
2023	02/25/2023

Document Images

<u>02/25/2023 -- ANNUAL REPORT</u>	View image in PDF format
<u>03/30/2022 -- ANNUAL REPORT</u>	View image in PDF format
<u>01/11/2021 -- ANNUAL REPORT</u>	View image in PDF format
<u>03/31/2020 -- ANNUAL REPORT</u>	View image in PDF format
<u>06/13/2019 -- ANNUAL REPORT</u>	View image in PDF format
<u>12/13/2018 -- Foreign Limited</u>	View image in PDF format

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 LEASE AGREEMENT
FOR PARCELS 8-CE, 10-AB, and 11-ABCD
AT THE FORT LAUDERDALE EXECUTIVE AIRPORT**

THIS IS THE THIRD AMENDMENT TO THE LEASE AGREEMENT, made and entered into on this 6th day of June, 2023, 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

LYNX FBO FORT LAUDERDALE, LLC d/b/a Atlantic Aviation, a Delaware Limited Liability Company, whose address is 1020 NW 62nd Street, Fort Lauderdale, FL 33309 (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 Lease Agreement dated January 8, 2019, as amended by the First Amendment to Lease Agreement dated October 6, 2020 (herein the "Lease Agreement"), as amended by the Second Amendment to the Lease Agreement dated August 16, 2022 and recorded in the Broward County Public Records as Instrument Number 118476568 on October 24, 2022, which provides for the terms of the Lease Agreement, as amended, for Parcels 8-CE, 10-AB, and 11-ABCD, located at the Fort Lauderdale Executive Airport, situated in the City of Fort Lauderdale, Broward County, Florida and legally described in **Amended Exhibit "A"** attached hereto; and

WHEREAS, LESSOR and LESSEE wish to amend the Lease Agreement, to change the Improvements required for Phase IV pertaining to Parcel 8-CE which are reflected in the proposed Site Plan in **Exhibit "F"** attached hereto and incorporated herein; and

WHEREAS, LESSOR and LESSEE also wish to amend the LESSEE'S contact information in Lease Agreement; and

WHEREAS, City staff have presented the revised improvements for Parcel 8-CE to the Aviation Advisory Board on March 30, 2023 and the Board recommended approval of the revised improvements; and

WHEREAS, in accordance with Resolution No. _____, adopted at its meeting on June 6, 2023, the City Commission approved the Third Amendment to the Lease Agreement and authorized the City Manager to execute this Third Amendment to the Lease Agreement for Parcels 8-CE, 10-AB, and 11-ABCD at the Fort Lauderdale Executive Airport.

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 Lease Agreement.

2. Paragraph subsection (c) in Paragraph 8.1 of the of the Lease Agreement, as amended is hereby deleted and replaced with the following Paragraph:

(c) Phase III – Lessee shall make capital expenditures of not less than \$2.5 million for construction within Parcel 8-CE of a new Hangar of which the new Hangar will be constructed with 28' clear door heights to accommodate all cabin class aircraft within Parcel 8-CE all in a manner substantially similar to the drawings set forth in **Amended Exhibit "E" and Exhibit "F"**. Lessee shall file a building permit application with the City of Fort Lauderdale for the Improvements in Phase III on or before February 1, 2027. The Construction Deadline and CO Date for Phase III Improvements shall be on or before February 28, 2029. The City Manager shall assign personnel within the City's Development Services Department to assist Lessee in facilitating an efficient and expeditious administration of the process in securing building permits for Required Lessee Improvements. For good cause shown, the City Manager shall have the authority to grant extensions to the Construction Deadline and CO Date, not to exceed two such extensions, each extension being for a period of time not to exceed three (3) months.

3. Paragraph 38(a) of the Lease Agreement is deleted and replaced with the following:

38. **BUILDING REQUIREMENT AND CONCEPTUAL SITE PLAN REVIEW.**

(a) The Lessee is required to construct and maintain Improvements on the Premises as summarized in **Amended Exhibit "C", Amended Exhibit "E", and Exhibit "F"** attached hereto and incorporated herein by this reference. Notwithstanding the foregoing, the parties acknowledge that unforeseen site conditions may require modifications to the Improvements from those as set forth on **Amended Exhibit "C", Amended Exhibit "E", and Exhibit "F"** in which event

the parties shall work together to re-design the Required Lessee Improvements in a new configuration but using best efforts to still utilize the same expenditure and construction minimums set forth above in Paragraph 4. Any such modifications shall be approved in writing by the Lessor through its City Manager. Lessee shall file building permit applications for Improvements under Paragraph 8.1, Required Lessee Improvements, within the timeframes set forth for Improvements in Paragraphs 8.1 (a), (b), (c), and (d). Lessee may construct additional Improvements or modifications at a later date, adhering to the requirements of those codes and regulations then in effect on the Airport. However, subject to the extension set forth in Paragraph 4, Time, in those cases where Lessee undertakes to construct additional Improvements outside the scope of Paragraphs 8.1 (a), (b), (c), and (d), such construction must be completed within twenty-four (24) months after issuance of the relevant building permit(s) by the appropriate governmental entities having jurisdiction over such matters.

4. Paragraph 47 of the Lease Agreement is amended to replace the contact information and addresses for notices provided to LESSEE:

LESSEE: Lynx FBO Fort Lauderdale, LLC d/b/a Atlantic Aviation
1020 NW 62nd Street
Fort Lauderdale, FL 33309
Attn: General Manager

with a copy to: Lynx FBO Fort Lauderdale, LLC d/b/a Atlantic Aviation
5201 Tennyson Parkway, Suite 150
Plano, TX 75024
Attn: General Counsel

5. Paragraph 54 of the Lease Agreement is deleted and replaced with the following:

54. FINAL REPOSITORY. The parties mutually represent and warrant to each other that this Lease Agreement, as amended, consisting of Paragraphs 1 through 61, inclusive of **Exhibit "B"**, **Exhibit "D"** and **Exhibit "F"** and **Amended Exhibits "A"**, **"C"**, and **"E"** constitute the final Lease Agreement of the parties on its subject matter and may not be changed, modified, discharged or extended except by written instrument duly executed by the parties. The parties agree that no previous representations or warranties shall be binding upon either party nor has the execution of this Lease Agreement been induced on the part of any party except as expressed in writing in this Agreement.

6. **Exhibit "F"** is attached hereto and incorporated herein.

7. Except as specifically modified by this Third Amendment, the Lease Agreement, as amended by the First Amendment and the Second Amendment, remains in full force and effect and is hereby ratified by the LESSOR and LESSEE. If there is any

conflict between the Lease Agreement, the First Amendment to Lease Agreement, the Second Amendment to the Lease Agreement, and the Third Amendment to the Lease Agreement, the terms and provisions of this Third Amendment to the Lease Agreement shall govern and control.

8. If any one or more of the covenants set forth in this Third Amendment to the 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.

9. 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 Lease Amendment, as amended.

10. This Third Amendment to the 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.

11. This Third Amendment to the Lease Agreement shall be recorded by LESSEE, in the Broward County Public Records at the Lessee's sole expense, within ten (10) days of the complete execution of this Amendment. LESSEE shall provide the Airport Director and the City Clerk with a copy of the recorded Third Amendment to the Lease Agreement within ten (10) days after it is recorded.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

AGREED AND CONSENTED TO

LESSOR

WITNESSES:

R. McClam
Rebecca McClam
[Witness print name]

[Signature]
Amber Cabrera
[Witness print name]

(CORPORATE SEAL)

CITY OF FORT LAUDERDALE

By: [Signature]
Greg Chavarria
City Manager

ATTEST:

[Signature]
DAVID R. SOLOMAN, City Clerk



Approved as to form:

[Signature]
SHARI C. WALLEN
Assistant City Attorney

LESSEE

WITNESSES:

LYNX FBO FORT LAUDERDALE, LLC
d/b/a Atlantic Aviation, a Delaware Limited
Liability Company.

Nancy A. Lopez
Nancy A. Lopez
[Witness print name]

Cindy Henry
Cindy Henry
[Witness print name]

[COMPANY SEAL]

STATE OF TEXAS :
COUNTY OF COLLIN :

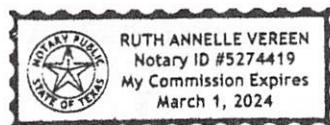
By: [Signature]
Louis T. Pepper, President & CEO

ATTEST:

By: [Signature]
Print Name: DAVID CROOMS
Title: GENERAL COUNSEL

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 12 day of JUNE, 2023, by Louis T. Pepper, President and CEO of LYNX FBO FORT LAUDERDALE, LLC a Delaware Limited Liability Company, who freely and voluntarily executed this instrument on behalf of said limited liability company.

(SEAL)



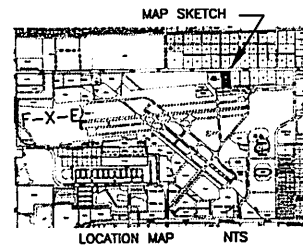
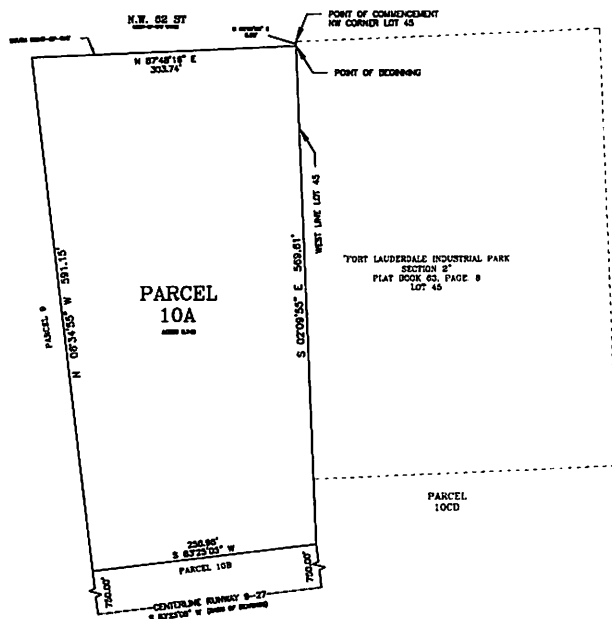
[Signature]
Signature of Notary Public – State of TEXAS

RUTH ANNELLE VEREEN
Print, Type, or Stamp Commissioned Name of
Notary Public

Personally Known X OR Produced Identification _____
Type of Identification Produced _____

AMENDED EXHIBIT "A"

PARCEL 10A



LOCATION MAP NTS

DESCRIPTION PARCEL 18A[illegible]

AND LATER BRIDGE, LYNN AND SONS IN THE CITY OF FORT LAUDERDALE, BROWARD COUNTY, FLORIDA. CONTAINING 163264.43 SQUARE FEET MORE OR LESS (3.743 ACRES)

NOTE

NOTES:

- 1) BIDDERS ARE BASED ON THE COCONINE RUMBLE 6-28 FOR FEE AIRPORT & LEASE PRICES, MAY CITY OF FORT LAUDONVILLE COCONINE AIRPORT PROJECT
- 2) BIDDING BEGINS 12 OCTOBER 2015
- 3) COCONINE 6-27 IS BROWN ON AND COCO AIRPORT & LEASE PRICES, MAY AIR COCONINE 6-28.
- 4) THIS IS NOT A BIDDING OF BIDDING AND DOES NOT REPRESENT A BIDDING OF BIDDING.
- 5) THIS IS NOT A BIDDING OF BIDDING AND DOES NOT REPRESENT A BIDDING OF BIDDING.
- 6) MEETING OF BIDDING ON COCONINE, MONDAY ON SATURDAY, UNDER THE BIDDING DEPARTMENT THIS WILL BE RESTRICTED TO AVOID BIDDING ON COCONINE.
- 7) THIS IS NOT A BIDDING OF BIDDING AND DOES NOT REPRESENT A BIDDING OF BIDDING.
- 8) THIS IS NOT A BIDDING OF BIDDING AND DOES NOT REPRESENT A BIDDING OF BIDDING.

CERTIFIED TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

DATE: JUL 28, 2017

MICHAEL W. DONALDSON
PROFESSIONAL SURVEYOR AND MAPPER NO. 6400
STATE OF FLORIDA

DATE	7/13/2013
TIME	1:00

CITY of FORT LAUDERDALE
PUBLIC WORKS DEPARTMENT
ENGINEERING & ARCHITECTURE

[illegible]

PROJECT # 11404
PARCEL 10A
SKETCH AND DESCRIPTION
FORT LAUDERDALE EXECUTIVE AIRPORT
CITY OF FORT LAUDERDALE

INVENTORY NO.	OF
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TOTAL	1
GAS FUEL	
F-X-E- PARCEL 10	
SHALLING FUEL NO.	
4-112-12	

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الطبعة الثالثة: ٢٠٠٣

PARCEL 10B



MAP SKETCH

[illegible]

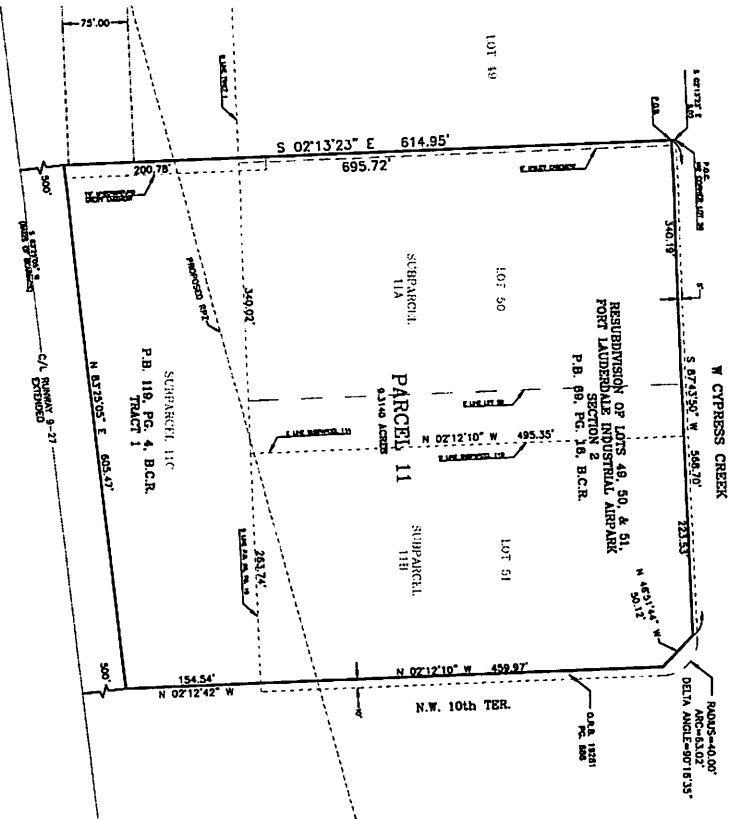
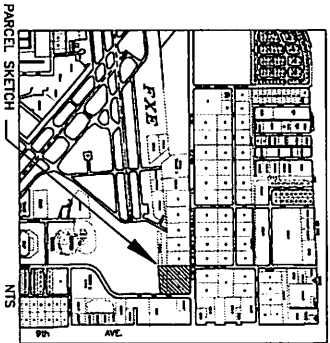
SKETCH & DESCRIPTION

PARCEL 11



Scale 1" = 100'

LOCATION MAP



REVISIONS
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PROJECT # 11404

PARCEL 11

SKETCH AND DESCRIPTION

FORT LAUDERDALE EXECUTIVE AIRPORT

CITY OF FORT LAUDERDALE

REV	DATE	BY	CHKD	DESCRIPTION
1	12/12/18	JP	MS	11A-PARCEL 11

CITY OF FORT LAUDERDALE

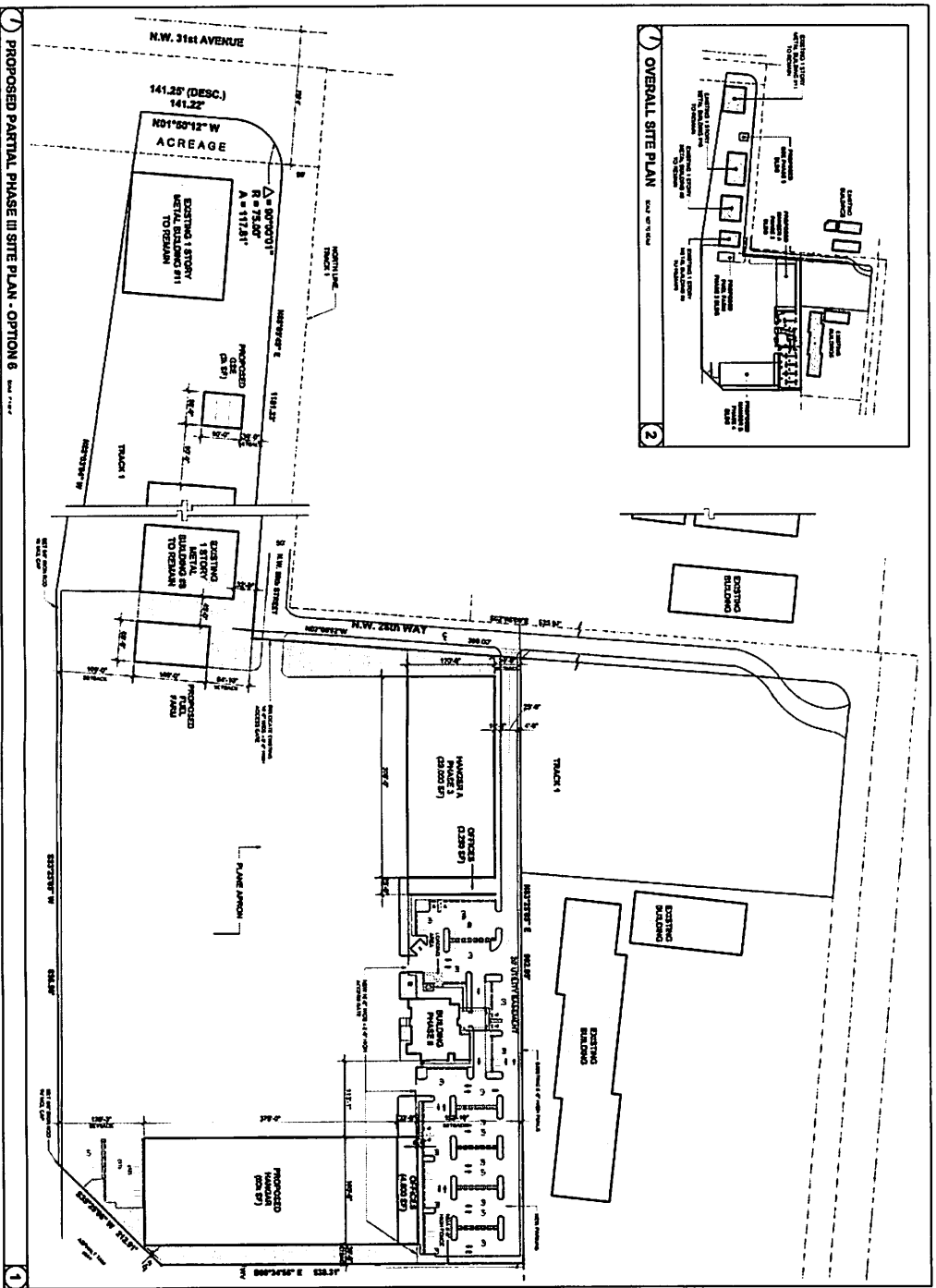
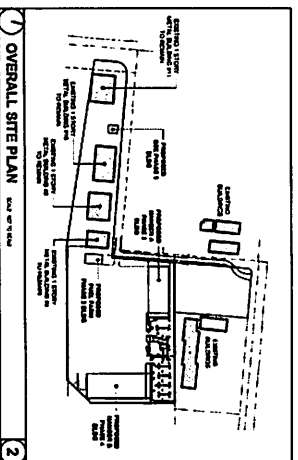
PUBLIC WORKS DEPARTMENT

ENGINEERING & ARCHITECTURE

100 North Andrews Avenue, Fort Lauderdale, Florida 33301

DATE	BY	CHKD	DESCRIPTION
12/12/18	JP	MS	11A-PARCEL 11

EXHIBIT "F"





COMMISSION AGENDA ITEM
DOCUMENT ROUTING FORM

2L

Today's Date: 6 / 19 /2023

DOCUMENT TITLE: LYNX FBO FORT LAUDERDALE, LLC D/B/A ATLANTIC AVIATION – THIRD AMENDMENT TO THE LEASE AGREEMENT FOR PARCELS 8-CE, 10-AB, AND 11-ABCD

COMM. MTG. DATE: 6/6/2023 CAM #: 23-0511 ITEM #: CR-7 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/x5334 # of originals routed: 2 Date to CAO: 6/16/2023

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

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

Date to CCO: 6/21/23

Shari C. Wallen
Attorney's Name

scw/js
Initials

3) City Clerk's Office: # of originals: 2 Routed to: Donna V./Aimee L./CMO Date: 06/23/23

4) City Manager's Office: CMO LOG #: Jun 43 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 2 originals to ☐ Mayor ☒ CCO Date: 6/26/23

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 2 originals to: L. Blanco/FXE/Ext. 5334

Attach _____ certified Reso # _____ ☐ YES ☒ NO

Original Route form to J. Larregui/CAO