

FIRST AMENDMENT TO AMENDED AND RESTATED LEASE AGREEMENT
(PARCELS 16 and 16C)

THIS IS A FIRST AMENDMENT TO LEASE AGREEMENT, entered into on February ____, 2017, between:

THE CITY OF FORT LAUDERDALE, a
municipal corporation of Florida, referred to
as "Lessor" or "City".

and

SHELTAIR SIXTEEN, LLC, a Florida limited
liability company, referred to as "Lessee".

WHEREAS, pursuant to Resolution No. 99-63 adopted at its meeting of May 18, 1999, the City Commission of City authorized the proper City Officials to enter into a Lease Agreement with Sheltair Executive South, Inc. for the lease of Parcel 16 at Fort Lauderdale Executive Airport; and

WHEREAS, pursuant to Resolution No. 12-79 adopted at its meeting of April 17, 2012, the City Commission of City authorized the proper City Officials to enter into an Assignment of Lease Agreement from Sheltair Executive South, Inc. to Lessee for the lease of Parcel 16; and

WHEREAS, pursuant to Resolution No. 12-80, adopted at its meeting of April 17, 2012, the City Commission of City authorized the proper City officials to enter into an Amended and Restated Lease Agreement with Lessee for Parcel 16 at the Fort Lauderdale Executive Airport for a term of thirty (30) years (the "Lease Agreement"); and

WHEREAS, Lessor has jurisdiction over the development, operation and maintenance of the Fort Lauderdale Executive Airport; and

WHEREAS, Lessee, by mutual agreement of the parties, does hereby amend its existing Lease Agreement with Lessor, dated April 17, 2012, and enters into this First Amendment to Amended and Restated Lease Agreement; and

WHEREAS, pursuant to Resolution No. _____, adopted at its meeting of February 7, 2017 the City Commission of City authorized the City Manager to enter into this First Amendment to Amended and Restated Lease Agreement in order to add Parcel 16C to Parcel 16 at Fort Lauderdale Executive Airport (hereinafter the "First Amendment").

NOW, THEREFORE, in consideration of the mutual promises and covenants contained in this Lease, and other good and valuable consideration, the receipt and adequacy of which are acknowledged, Lessor and Lessee agree as follows:

1. The above recitals are true and correct and are incorporated herein.
2. Paragraph 1 of the Lease Agreement is deleted and replaced with the following:

1. PREMISES. Lessor leases to Lessee certain property at the Fort Lauderdale Executive Airport, situated in Fort Lauderdale, Broward County, Florida, known as Parcels 16 and 16C (the "Premises"), more particularly described in Exhibit "A," a copy of which is attached to and made a part of this First Amendment. Lessee acknowledges and agrees that all buildings, structures, hangars, pavements and other leasehold improvements now existing or to be constructed on the Premises shall become the property of Lessor at Lessor's option upon the expiration or earlier termination of the Lease as amended. The Parties acknowledge that this First Amendment amends the premises to include the addition of Parcel 16C which is being incorporated into Parcel 16 upon the same terms and conditions and at the prevailing lease rate in place at the time of this First Amendment. The date of this First Amendment shall hereinafter be referred to as the "Amended Parcel Description Date."

3. Paragraph 49 of the Lease Agreement (including all subparagraphs) is deleted and replaced with the following:

49. NON-DISCRIMINATION.

(a) The Lessee for itself, its heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree, as a covenant running with the land, to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision obligates the Lessee, its heirs, personal representatives, successors in interest, and assigns for the period during which Federal assistance is extended to the airport through the Airport Improvement Program. In cases where Federal assistance provides, or is in the form of personal property, real property or interest therein, structures or improvements thereon, this provision obligates the Lessee for the longer of the following periods:

(1) The period during which the property is used by the Lessor or any transferee for a purpose for which Federal assistance is extended, or for another purpose involving the provision of similar services or benefits; or

(2) The period during which the Lessor or any transferee retains ownership or possession of the property.

(b) The Lessee for itself, its heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree, as a covenant running with the land, that in the event

facilities are constructed, maintained, or otherwise operated on the Premises for a purpose for which a United States Department of Transportation program or activity is extended or for another purpose involving the provision of similar services or benefits, the Lessee shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to Title 49, Code of Federal Regulations, Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, as it may be amended from time to time.

(c) The Lessee for itself, its heirs, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree, as a covenant running with the land, that (1) no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities; (2) that in the construction of any Improvements on, over, or under the Premises and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination; and (3) that the Lessee shall use the Premises in compliance with all other requirements of Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally assisted programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said regulations may be amended.

(d) In the event of a breach of any of the above nondiscrimination covenants, Lessor shall have the right to terminate the lease and re-enter and as if said lease had never been made or issued. The provision shall not be effective until the procedures of Title 49, Code of Federal Regulations, Part 21, are followed and completed, including exercise or expiration of appeal rights.

(e) The Lessor is granted the right to take such action, anything to the contrary in this Amended and Restated Lease notwithstanding, as the United States may directly enforce this nondiscrimination covenant.

4. Effect of Amendment. Unless modified herein, the Amended and Restated Lease Agreement, as amended, is unchanged and remains in full force and effect in accordance with the terms thereof.

5. Effective Date. This First Amendment shall be effective March 1, 2017.

6. Authority of Individuals. The individuals executing this First Amendment on behalf of Lessee personally warrant that they have the full authority to execute this First Amendment on behalf of Lessee for whom they are acting herein.

EXHIBIT "A"

LEGAL DESCRIPTION: REVISED FXE PARCEL 16

A PORTION OF TRACT 1, "F-X-E-" PLAT, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 119, PAGE 4 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA SAID LANDS ALSO BEING A PORTION OF THE SOUTHWEST ONE-QUARTER (S.W. 1/4) OF SECTION 9, TOWNSHIP 49 SOUTH, RANGE 42 EAST, AND ALSO BEING A PORTION OF THE NORTHWEST ONE-QUARTER (N.W. 1/4) OF SECTION 16, TOWNSHIP 49 SOUTH, RANGE 42 EAST, BROWARD COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF THE SOUTHEAST ONE-QUARTER (S.E.1/4) OF SAID SECTION 9, TOWNSHIP 49 SOUTH. RANGE 42 EAST; THENCE SOUTH 87°28'49" WEST, ALONG THE SOUTH LINE OF SAID SOUTHEAST ONE-QUARTER (SE 1/4) OF SAID SECTION 9, A DISTANCE OF 2369.07 FEET TO A POINT ON THE CENTERLINE OF E. PERIMETER ROAD (N.W. 15TH STREET); THENCE SOUTH 02°05'28" EAST, ALONG SAID CENTERLINE OF E. PERIMETER ROAD (N.W. 15TH STREET) A DISTANCE OF 36.77 FEET; THENCE SOUTH 87°54'32" WEST, A DISTANCE OF 35.00 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF E. PERIMETER ROAD (N.W. 15TH STREET) AND THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE SOUTH 02°05'28" EAST ALONG A LINE PARALLEL WITH AND 35.00 FEET WEST OF THE CENTERLINE OF EAST PERIMETER ROAD (N.W 15 AVENUE) A DISTANCE OF 410.24 FEET; THENCE SOUTH 87°48'29" WEST A DISTANCE OF 627.19 FEET; THENCE NORTH 06°26'37" WEST A DISTANCE OF 75.26 FEET; THENCE SOUTH 87°48'29" WEST A DISTANCE OF 212.19 FEET; THENCE NORTH 02°02'03" WEST A DISTANCE OF 59.46 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE TO THE RIGHT; THENCE NORTHEASTERLY AND EASTERLY, ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 412.27 FEET, A CENTRAL ANGLE OF 33°30'32" AND AN ARC DISTANCE OF 241.11 FEET TO A POINT; THENCE NORTH 69°22'53" WEST, A DISTANCE OF 69.70 FEET TO THE INTERSECTION WITH A CURVE TO THE RIGHT, A RADIAL AT SAID INTERSECTION BEARING SOUTH 69°22'53" EAST ALSO BEING THE PREVIOUSLY DESCRIBED COURSE; THENCE NORTHEASTERLY, ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 301.98 FEET, A CENTRAL ANGLE OF 16°42'53" AND AN ARC DISTANCE OF 88.10 FEET TO THE POINT OF TANGENCY; THENCE NORTH 38°24'08" EAST A DISTANCE OF 292.26 FEET; THENCE SOUTH 51°35'50" EAST A DISTANCE OF 243.10 FEET; THENCE SOUTH 10°06'44" WEST A DISTANCE OF 40.12 FEET; THENCE SOUTH 81°50'24" EAST, A DISTANCE OF 436.06 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE, LYING AND BEING IN THE CITY OF FORT LAUDERDALE, BROWARD COUNTY, FLORIDA CONTAINING 408949 SQUARE FEET OR 9.3881 ACRES, MORE OR LESS.

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

LESSOR

WITNESSES:

CITY OF FORT LAUDERDALE, a
municipal corporation of the state of
Florida

By _____
John P. "Jack" Seiler, Mayor

Print Name

By _____
Lee R. Feldman, City Manager

Print Name

(CORPORATE SEAL)

ATTEST:

Jeffrey A. Modarelli, City Clerk

Approved as to form:
Cynthia A. Everett, City Attorney

Candace Duff
Assistant City Attorney

LESSEE

WITNESSES:

SHELTAIR SIXTEEN, LLC, a Florida
limited liability company.

By _____
Gerald M. Holland, Managing Member

[Witness print name]

[Witness print name]

STATE OF FLORIDA:
COUNTY OF BROWARD:

The foregoing instrument was acknowledged before me this ____ day of _____, 2017 by GERALD M. HOLLAND, as Managing Member of **SHELTAIR SIXTEEN, LLC**, a Florida limited liability company, on behalf of the company. ☐ Who is personally known to me or ☐ has produced _____ as identification.

(SEAL)

Signature Notary Public, State of Florida
taking Acknowledgment

Printed Name of Notary Typed,

My Commission Expires: _____

Commission Number