



COMMISSION AGENDA ITEM
DOCUMENT ROUTING FORM

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Today's Date: 3/17/2017

DOCUMENT TITLE: FIRST AMENDMENT TO AMENDED AND RESTATED LEASE AGREEMENT
- PARCELS 16 AND 16C - SHELTAIR SIXTEEN, LLC

COMM. MTG. DATE: 3/7/2017 CAM #: 17-0245 ITEM #: CR-7 CAM attached: ☒ YES ☐ NO

Routing Origin: CAO Router Name/Ext: Astrid Sperling/5001 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) 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: 3-17-17 Candace Duff
Attorney's Name Initials CD

2) City Clerk's Office: # of originals: 2 Routed to: Gina Ri/CMO/X5013 Date: 3/17/17

3) City Manager's Office: CMO LOG #: Martyn Document received from: CCO

Assigned to: L. FELDMAN ☒ S. HAWTHORNE ☐ C. LAGERBLOOM ☐
L. FELDMAN as CRA Executive Director ☐

☐ APPROVED FOR LEE FELDMAN'S SIGNATURE ☐ N/A FOR L. FELDMAN TO SIGN

PER ACM: S. HAWTHORNE (Initial/Date) C. LAGERBLOOM
(Initial/Date) ☐ PENDING APPROVAL (See comments below)

Comments/Questions: _____

Forward 2 originals to ☒ Mayor ☐ CCO Date: 3/20/17

4) City Clerk's Office: Retains 0 original and forwards 2 originals to: Donna Varisco / 4982

Attach 2 certified Reso # 17-48 ☒ YES ☒ NO

Original Route form to CAO

Rev. 7/6/16

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

THIS IS A FIRST AMENDMENT TO LEASE AGREEMENT, entered into on March 7, 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. 17-__, adopted at its meeting of March 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 memorialize the addition of Parcel 16C to Parcel 16 at Fort Lauderdale Executive Airport as of the Effective Date as defined below in Paragraph 7 (hereinafter the "First Amendment")(collectively the Lease Agreement and the First Amendment shall be referred to as the Amended Lease").

NOW, THEREFORE, in consideration of the mutual promises and covenants contained in this Amended 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 add Parcel 16C which is being incorporated into Parcel 16 upon the same Lease terms and conditions and at the Base Rent in place at the Effective Date as defined below in Paragraph 7. The Effective Date of this First Amendment shall also be referred to as the "Amended Parcel Description Date."

As of the Effective Date, all references in the Amended Lease to: (i) the Premises shall mean and refer to the Premises as set forth on Exhibit "A" attached to this First Amendment; and (ii) to "Exhibit "A-1" and "A-2"" of the Lease Agreement shall now mean and refer to Exhibit "A" attached to this First Amendment.

3. As of the Effective Date, Paragraph 3(q) of the Lease Agreement is deleted and replaced with the following:

(q) Premises means the property more particularly described in Exhibit "A", a copy of which is attached to and made of this First Amendment, subject to all easements, rights-of-way of record, restrictions an declarations, together with all buildings, hangars, structures, pavements, facilities and other Improvements now or hereafter constructed thereon, the equipment permanently affixed therein, such as electrical, plumbing, sprinkler, fire protection and fire alarm, heating, steam, sewage, drainage, refrigerating, communications, gas and other systems and their pipes, wires, mains, lines, tubes, conduits, equipment and fixtures, and all paving, drains, culverts, ditches and catch basins.

4. Paragraph 4 of the Lease Agreement is deleted and replaced with the following:

4. TERM. The parties acknowledge and agree that the Term of this Lease Agreement shall commence on May 1, 2012 ("Commencement Date"), and shall terminate thirty (30) years thereafter, unless sooner terminated as provided in this Lease. Notwithstanding the forgoing, and further subject to the provisions of Paragraph 38(a) of the Amended Lease, if Lessee fails to provide City with

evidence that Lessee has constructed Improvements totaling a minimum of fifteen thousand (15,000) combined square feet of hangar, office, ramp and parking facilities on the Premises at a cost of approximately \$2,500,000, the Term of this Agreement will expire by the later of: (i) thirty-six (36) months from the Amended Parcel Description Date; or (ii) twenty-four (24) months from the date Lessee receives the final approval from Lessor on construction plans timely submitted by Lessee in accordance with Paragraph 38(a).

5. 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.

6. Effect of Amendment. Unless modified herein, the Lease Agreement is unchanged and remains in full force and effect in accordance with the terms thereof.

7. Effective Date. This First Amendment shall be retroactively effective as of September 1, 2016.

8. Authority of Individuals. The individual executing this First Amendment on behalf of Lessee personally warrant that he has the full authority to execute this First Amendment on behalf of Lessee for whom he is acting herein.

9. Memorandum of Amended Lease. The parties acknowledge and agree to execute a Memorandum of Amended Lease in a form substantially similar to the one attached hereto as Exhibit "B", which may be recorded in the Public Records of Broward County, Florida in the discretion of the Lessee.

[Remainder of this page intentionally left blank.]

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

LESSOR

WITNESSES:

Jeannette A. Johnson
Jeannette A. Johnson

Print Name

Gina Rizzuti Smith
Gina Rizzuti Smith

Print Name

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

By [Signature]
John P. "Jack" Seiler, Mayor

By [Signature]
Lee R. Feldman, City Manager

(CORPORATE SEAL)

ATTEST:

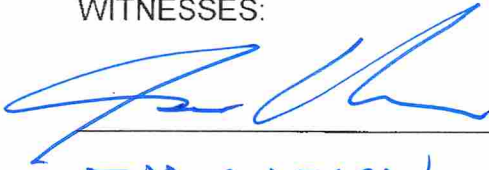
[Signature]
Jeffrey A. Modarelli, City Clerk
David R. Solomon Asst.

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

[Signature]
Candace Duff
Assistant City Attorney

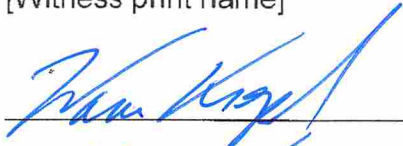
LESSEE

WITNESSES:



TODD ANDERSON

[Witness print name]



Warren Kropp

[Witness print name]

SHELTAIR SIXTEEN, LLC, a Florida limited liability company.

By 
Gerald M. Holland, Manager

STATE OF FLORIDA:
COUNTY OF BROWARD:

The foregoing instrument was acknowledged before me this 9 day of March, 2017 by GERALD M. HOLLAND, as Manager 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)

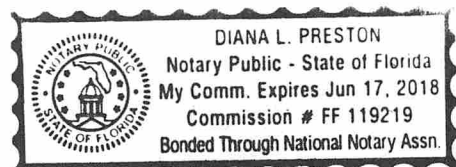


Signature Notary Public, State of Florida
taking Acknowledgment

Printed Name of Notary Typed, _____

My Commission Expires: _____

Commission Number _____



[Faint, illegible handwriting]

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[Faint, illegible handwriting]

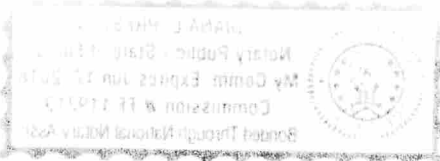


EXHIBIT "A"
Premises

[illegible]

1993, Feb 17, 1993 - 11:50 AM CST

EXHIBIT "B"
Memorandum of Amended Lease – Form

MEMORANDUM OF AMENDED LEASE

By and Between

**The City of Fort Lauderdale,
a municipal corporation of Florida**

"Lessor"

and

Sheltair Sixteen, LLC, a Florida limited liability company

"Lessee"

Premises: Certain real property located at Fort Lauderdale Executive Airport ("Airport") in Broward County, Florida and more particularly described on Exhibit "A" attached hereto and made a part hereof.

RECORD AND RETURN TO:

Allyson D. Goodwin, Esq.
Saavedra|Goodwin
312 SE 17th Street, 2nd Floor
Fort Lauderdale, Florida 33316

MEMORANDUM OF AMENDED LEASE

TAKE A NOTICE THAT:

1. An Amended and Restated Lease Agreement dated April 17, 2012 was entered into by and between The City of Fort Lauderdale, a municipal corporation of Florida, as Lessor, and Sheltair Sixteen, LLC, a Florida limited liability company, as Lessee (the "Amended and Restated Lease"), as evidenced by that certain Memorandum of Lease executed by Lessor and Lessee dated August 20, 2012 and as recorded on September 21, 2012 in Official Records Book 49098, at Page 1638, Instrument #111015999, Public Records of Broward County, Florida. The Lessor and Lessee entered into the First Amendment to Amended and Restated Lease Agreement by virtue of the authority of Resolution No. 17 - _____ of the Fort Lauderdale City Commission, dated the 7 day of March, 2017 ("First Amendment"). The Amended and Restated Lease, and First Amendment are hereinafter collectively referred to as the "Amended Lease".

2. Name and address of Lessor: City of Fort Lauderdale, 100 North Andrews Avenue, Fort Lauderdale, Florida 33301.

3. Name and address of Lessee: Sheltair Sixteen, LLC, a Florida limited liability company, having an office at 4860 NE 12th Avenue, Fort Lauderdale, Florida 33334.

4. Description of leased Premises in form described in the Lease: see the legal description attached hereto as "Exhibit A" and made a part hereof.

5. Term of Amended Lease: The term of the Amended Lease is for thirty (30) years ("Term"). The Initial Term commenced on May 1, 2012 and shall run for a period of thirty (30) years thereafter.

6. The Amended Lease also contains other provisions affecting the Premises which are, respectively, more fully described therein. This Memorandum of Amended Lease incorporates by reference and makes a part hereof the Amended Lease and all terms, provisions, conditions, options, rights and agreements, including all Amendments thereto, contained and set forth therein, with the same force and effect as if the same were fully set forth herein, said Amended Lease setting forth in details the terms, provisions, conditions, rental, option, rights and agreements that are made a part of this instrument. This Memorandum of Amended Lease shall not be deemed to alter, modify or amend the Amended Lease.

[THE SIGNATURE PAGE FOLLOWS THIS PAGE]

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

LESSOR

WITNESSES:

Jeannette A. Johnson
Jeannette A. Johnson
Print Name

Gina Rizzuti Smith
Gina Rizzuti Smith
Print Name

(CORPORATE SEAL)



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

By [Signature]
John P. "Jack" Seiler, Mayor

By [Signature]
Lee R. Feldman, City Manager

ATTEST:

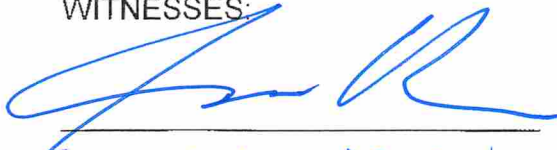
[Signature]
Jeffrey A. Modarelli, City Clerk
David R. Solomon Asst.

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

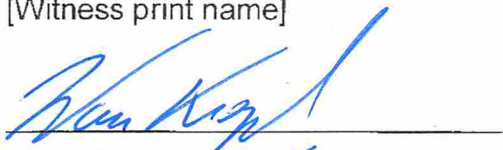
[Signature]
Candace Duff
Assistant City Attorney

LESSEE

WITNESSES:


TODD ANDERSON

[Witness print name]


Warren Krepper
[Witness print name]

SHELTAIR SIXTEEN, LLC, a Florida
limited liability company.

By 
Gerald M. Holland, Manager

STATE OF FLORIDA:
COUNTY OF BROWARD:

March The foregoing instrument was acknowledged before me this 9 day of
March, 2017 by GERALD M. HOLLAND, as Manager 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)

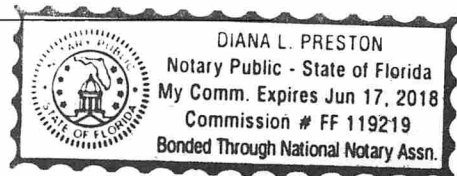


Signature Notary Public, State of Florida
taking Acknowledgment

Printed Name of Notary Typed,

My Commission Expires: _____

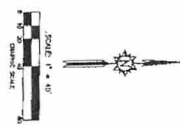
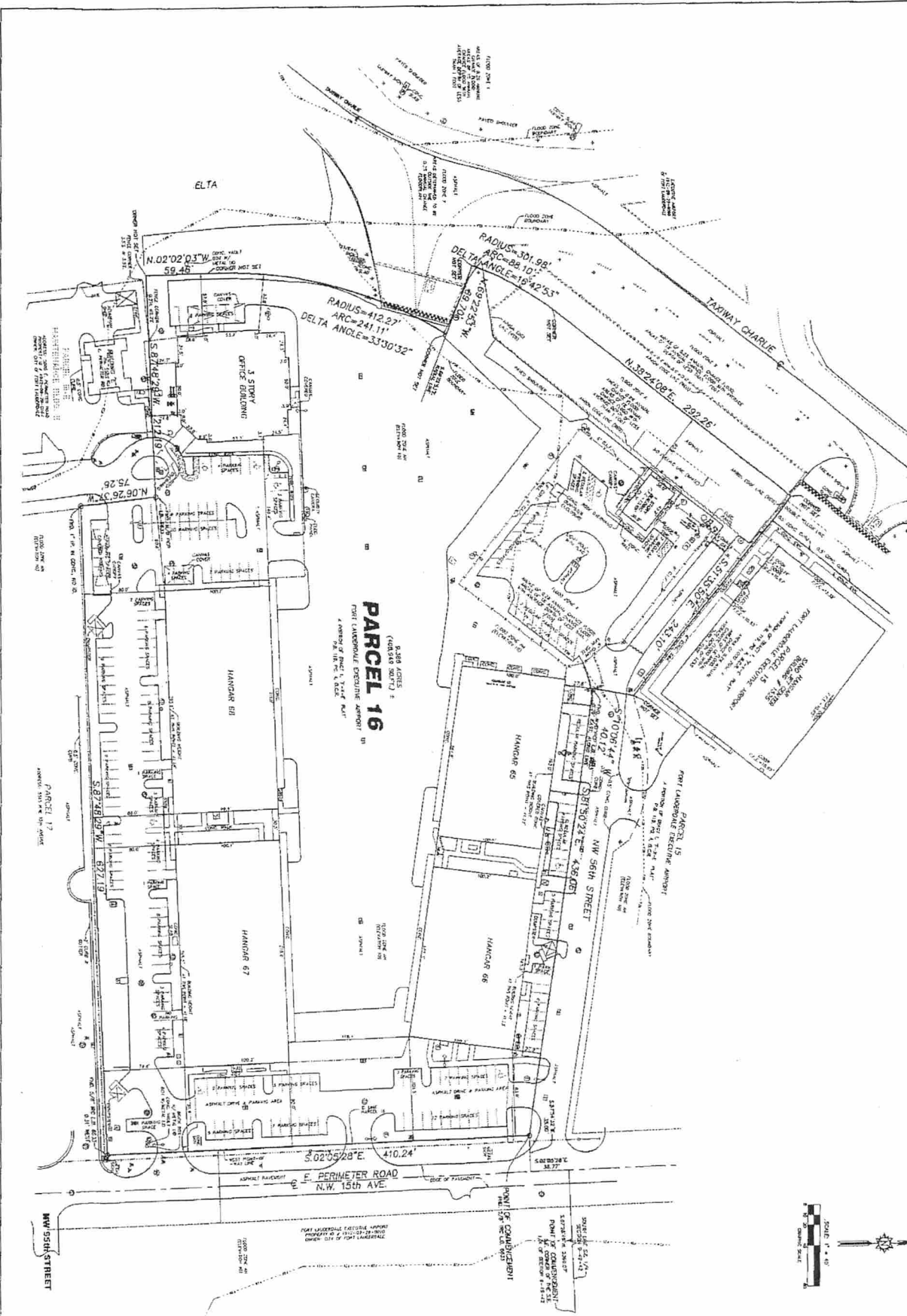
Commission Number



Bonded Through National Notary Assn
Commission # EE 118519
My Comm. Expires Jan 17, 2018
Notary Public - State of Texas
- Mike J. Ford, D.D.

EXHIBIT "A"
Premises

SKETCH OF BOUNDARY SURVEY



SKETCH OF BOUNDARY SURVEY NEW PARCEL 16 FORT LAUDERDALE EXECUTIVE AIRPORT CITY OF FORT LAUDERDALE, BROWARD COUNTY, FL		STONER & ASSOCIATES, Inc. SURVEYORS - MAPPERS Florida Licensed Surveying and Mapping Business No. 8553 4241 S.W. 62nd Avenue, TOWN OF DADE, FLORIDA 33114 TEL (954) 585-0907 www.stonersurveyors.com	NO. _____ DATE _____ BY _____ CHECKED _____ DATE _____ PROJECT 17-8508 SHEET NO. 2 OF 2
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