

**NON-EXCLUSIVE MASTER UTILITY LICENSE AGREEMENT
BETWEEN THE CITY OF FORT LAUDERDALE
AND FLORIDA POWER & LIGHT COMPANY
FOR INSTALLATION OF UTILITY LINES AND FACILITIES
AT FORT LAUDERDALE EXECUTIVE AIRPORT**

THIS NON-EXCLUSIVE MASTER UTILITY LICENSE AGREEMENT (this "**Master License**") is entered into as of this 6th day of December, 2018, by and between the City of Fort Lauderdale, a Florida municipal corporation ("**Licensor**") and Florida Power & Light Company, a Florida corporation ("**Licensee**") with the joinder and consent of Sheltair Sixteen, LLC, a Florida limited liability company ("**Tenant**").

WITNESSETH:

WHEREAS, Licensee desires to obtain a non-exclusive license for the construction, installation, operation, maintenance, repair, removal and replacement of designated underground and overhead utility lines and facilities, and the equipment appurtenant thereto, on certain premises located at the Fort Lauderdale Executive Airport ("**Airport**") owned by Licensor, but subject to a long term lease agreement in favor of Tenant, as more particularly shown and described on attached Exhibit "A" ("**Licensed Premises**");

WHEREAS, Licensor and Tenant desire to provide a non-exclusive license to Licensee for the Licensed Premises for such purposes; and

WHEREAS, Resolution No. 18-134 authorizes Licensor's City Manager to issue and execute a standard utilities license for properties at the Airport.

NOW, THEREFORE, in consideration of the foregoing premises, and the agreements and representations hereinafter set forth, and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Licensor and Licensee hereby agree as follows:

1. The foregoing recitals are true and correct and incorporated herein by this reference.

2. Licensor and Tenant in consideration of the sum of One Dollar and other good and valuable consideration paid by Licensee, the receipt and sufficiency of which are hereby acknowledged by Licensor, hereby grants unto Licensee a nonexclusive license and privilege to enter upon the Licensed Premises, as well as those other portions of the Airport available to the public, for the construction (subject to Licensor's prior review and approval as set forth in Paragraph 3 below), installation, operation, maintenance, repair, removal, and replacement of one or more overhead and underground electric transmission and distribution lines, including but not limited to, wires, poles, towers, cables, conduits, anchors, guys, and equipment associated therewith, attachments and appurtenant equipment for communication purposes for the benefit of the Tenant of the Licensed Premises (collectively, the "**Facilities**"), over, under, in, on, upon and across the Licensed Premises; together with the right and privilege from time to time to reconstruct, inspect, alter, improve, enlarge, add to, change the voltage, as well as the nature or

physical characteristics of, replace, remove or relocate such Facilities or any part of them upon, across, over or under the Licensed Premises with all rights and privileges necessary or convenient for the full enjoyment or the use thereof for the herein described purposes, including, but not limited to, the right to cut and keep clear all trees and undergrowth and other obstructions within the Licensed Premises and on Airport lands adjoining the Licensed Premises that may interfere with the proper construction, operation and maintenance of such Facilities or any part of them, and with the full and free right of ingress and egress upon the Airport and the Licensed Premises (subject to any security or other requirements reasonably required by Licensee or the Federal Aviation Administration (“FAA”)) for personnel and equipment of Licensee, its contractors, agents, successors or assigns over the adjoining Airport lands, for the purpose of exercising and enjoying the rights granted by this Master License; provided, however, for any maintenance or operational activities associated with the Facilities after their initial installation, and except for emergencies associated with the Facilities, Licensee shall first notify the Tenant, Airport Manager and Licensee’s Facilities Management Division regarding the proposed activities to determine that the activities will not adversely impact the Airport’s operations. The construction and installation of the Facilities will be at Tenant’s sole cost and expense. Upon the construction and installation of the Facilities, Licensee shall have full ownership of the Facilities installed by Licensee within, on, or under the Licensed Premises, and shall have the exclusive responsibility for maintaining its Facilities for the duration of this Master License.

3. Licensee agrees to consult with Tenant, Licensors’ Planning Division and Licensors’ Facilities Management Engineering & Construction Division prior to commencement of any installation project contemplated by this Master License in order for Licensee to obtain Licensors’ approval of the project that includes improved wind resistant technologies for the installed poles and power lines and Licensee’s compliance with crane heights for installation and repair work, as well as the approval of the FAA, if FAA approval is required for the project.

4. This Master License is granted upon the express condition that Licensee will restore or cause to be restored facilities or the surface of the Airport land, including paving, curbs, landscaping and other improvements, to substantially their original condition after each act of installation, construction, maintenance, repair or replacement by Licensee.

5. There is hereby reserved to Licensors, its successors and assigns, for the use and benefit of Licensors, a right to flight for the passage of aircraft in the air space above or about the surface of the Licensed Premises, together with the right to cause in said air space such noise as may be inherent in the operation of aircraft, now known or hereafter used for navigation or flight in the air using said air space or landing at, taking off from, or operating on the Licensed Premises or Facilities subject to this Master License.

6. Licensee expressly agrees for itself, its successors and assigns to restrict the height of structures, objects, or natural growth and other obstructions to be located or used as authorized herein on the Licensed Premises to such height so as to comply with FAA Regulations, including, but not limited to, 14 C.F.R. Part 77, and with the applicable County or City code, whichever is more restrictive, as same may be amended from time to time.

7. Licensee expressly agrees for itself, its successors, and assigns, to prevent any use of the Licensed Premises which would interfere with or adversely affect the operation or maintenance of the Airport, or otherwise constitute an Airport hazard as determined by the Airport Manager in his sole but reasonable discretion.

8. Licensee shall indemnify and save Licensor harmless from any and all claims, liability, losses and causes of actions which may arise out of the granting of this Master License to Licensee or the use and activities of Licensee under this Master License, except to the extent such claim, liability, loss or cause of action is occasioned by the negligence of Licensor and/or its employees. Licensee shall pay all claims and losses of any nature whatsoever in connection therewith, and shall defend all suits in the name of Licensor, when applicable, including appellate proceedings, and shall pay all costs, judgments and reasonable attorney fees which may issue thereon.

9. In the event that Licensor upon ninety (90) days written notice, requires that the Facilities or uses authorized, constructed and/or installed as permitted by this Master License be relocated to some other location whether on or off the Airport as a result of the present or future operation of the Airport, such relocation shall be accomplished by Licensee at the sole cost and expense of the Tenant if the such relocation is necessary to benefit the Licensed Premises or the at the expense of the Licensor if such relocation is necessary for the general benefit of the Airport. This Master License shall thereupon be terminated and be of no further force and effect. Licensor shall grant a substitute license to the extent that the Facilities may be partially or fully relocated to any other portion of the Airport property.

10. In the future, Licensor and Licensee, upon a mutual written agreement signed by both Licensor and Licensee, may amend attached Exhibit A to include additional Licensed Premises within the scope of this Master License.

11. All notices required or permitted to be given under the terms and provisions of this Master License shall be in writing and shall be faxed, or hand delivered, or sent by nationally recognized overnight delivery service, to the parties as follows:

As to the Licensor:

Fort Lauderdale Executive Airport
6000 NW 21st Avenue
Fort Lauderdale, Florida 33309
Attn: Airport Manager

With copy to:

City of Fort Lauderdale
100 N. Andrews Avenue
Fort Lauderdale, Florida 33301
Attn: City Attorney

As to the Licensee:

Florida Power & Light Company
Corporate Real Estate Department
700 Universe Boulevard
Juno Beach, Florida 33408

With copy to:

Florida Power & Light Company
General Counsel
700 Universe Boulevard
Juno Beach, Florida 33408
Attention: Seth S. Sheitelman, Esq.

As to Tenant:

Sheltair Sixteen, LLC
4860 NE 12th Avenue
Ft. Lauderdale, Florida 33334

or to such other address as may hereafter be provided by the parties in writing. Notices by nationally recognized overnight delivery service or hand delivery shall be deemed given upon receipt or refusal of delivery.

12. The individuals and entities executing below represent and warrant their corporate authority to execute this Master License, bind the respective entities hereto, and perform their obligations hereunder.

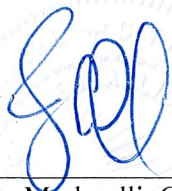
13. This Master License may be executed in multiple counterparts, each of which shall be deemed an original, and all of which together shall constitute a single instrument.

14. Nothing herein shall be deemed a waiver of Licensor's sovereign immunity.

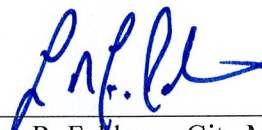
(Signatures appear on following pages)

IN WITNESS WHEREOF, Licenser has caused this Master License to be executed on behalf of Licenser as authorized by Resolution No. 18-134.

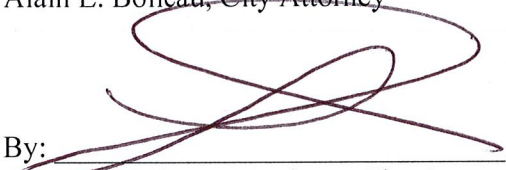
ATTEST:


Jeffrey A. Modarelli, City Clerk

City of Fort Lauderdale, a Florida municipal corporation


Lee R. Feldman, City Manager

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

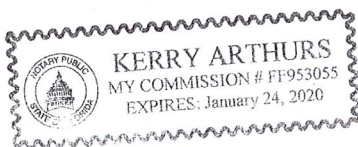
By: 
Lynn Solomon Assistant City Attorney

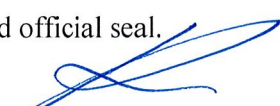
ACKNOWLEDGEMENT

STATE OF FLORIDA
COUNTY OF BROWARD

On this 7th day of December, 2018 before me, the undersigned notary public, personally appeared **Lee. R. Feldman**, on behalf of the City of Fort Lauderdale, personally known to me to be the person who subscribed to the foregoing instrument .

IN WITNESS WHEREOF, I hereunto set my hand and official seal.




NOTARY PUBLIC, STATE OF FLORIDA
Name (Print): Kerry Arthur
Commission No.: _____
My Commission Expires: _____

IN WITNESS WHEREOF, Licensee has accepted the same under the conditions stated herein, on the date set forth below.

Witnesses for Licensee:

Cris Serrano
Name: CRIS Serrano

Givens Cherilus
Name: Givens Cherilus

Licensee:

Florida Power & Light Company,
a Florida corporation

By: Auram Li
Name: Auram Li
Title: Engineer II

ACKNOWLEDGEMENT

STATE OF FLORIDA
COUNTY OF Broward

On this 30th day of October, 2018 before me, the undersigned notary public, personally appeared Auram Li, as employee of Florida Power & Light Company, a Florida corporation, personally known to me to be the person who subscribed to the foregoing instrument or who has produced a driver's license as identification, on behalf of the corporation.

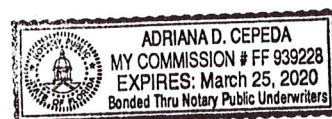
IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Adriana D. Cepeda
NOTARY PUBLIC, STATE OF FLORIDA

Name (Print): Adriana D. Cepeda

Commission No.: FF939228

My Commission Expires: March 25, 2020



IN WITNESS WHEREOF, Tenant joined in and consented to this Master License under the conditions stated herein, on the date set forth below.

Witnesses for Tenant:

Tenant:

Sheltair Sixteen, LLC,
a Florida limited liability company

Beverly Patton
Name: Beverly Patton

Judith Uttrich
Name: Judith Uttrich

By: Gerald M. Holland M.
Name: Gerald M. Holland
Title: MANAGER

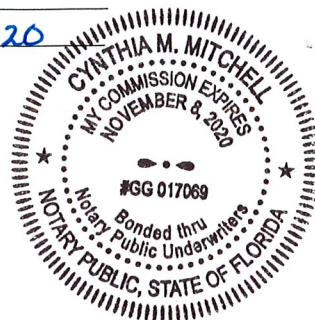
ACKNOWLEDGEMENT

STATE OF FLORIDA
COUNTY OF Broward

On this 28th day of November, 2018 before me, the undersigned notary public, personally appeared Gerald M. Holland as Manager of Sheltair Sixteen, LLC, a Florida limited liability company, personally known to me to be the person who subscribed to the foregoing instrument or who has produced a driver's license as identification, on behalf of the company.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Cynthia M. Mitchell
NOTARY PUBLIC, STATE OF FLORIDA
Name (Print): Cynthia M. Mitchell
Commission No.: GG 017069
My Commission Expires: 11-8-2020



Licensed Premises



4341 S.W. 62nd Avenue
Davie, Florida 33314



STONER & ASSOCIATES, INC.

SURVEYORS - MAPPERS

Florida Licensed Survey
and Mapping Business No. 6633

Tel. (954) 585-0997

Fax (954) 585-3927

**LEGAL DESCRIPTION OF
10 FOOT WIDE FPL EASEMENT**

CITY OF FORT LAUDERDALE, BROWARD COUNTY, FLORIDA

LEGAL DESCRIPTION:

A 10 WIDE FLORIDA POWER AND LIGHT EASEMENT BEING 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 S.87°28'49"W., ALONG THE SOUTH LINE OF SAID SOUTHEAST ONE-QUARTER (S.E. 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 S.02°05'28"E., ALONG SAID CENTERLINE OF E. PERIMETER ROAD (N.W. 15TH STREET), A DISTANCE OF 36.77 FEET;

THENCE S.87°54'32"W., A DISTANCE OF 35.00 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF E. PERIMETER ROAD (N.W. 15TH STREET)

THENCE N.81°50'24"W. A DISTANCE OF 436.06 FEET;

THENCE N.10°06'44"E. A DISTANCE OF 40.12 FEET;

THENCE N.51°35'50"W. A DISTANCE OF 39.66 FEET TO THE POINT OF BEGINNING.

THENCE CONTINUE N.51°35'50"W. A DISTANCE OF 103.81 FEET;

THENCE S.38°26'22"W. A DISTANCE OF 31.05 FEET;

NOTES:

1. THE PROPERTY SHOWN HEREON WAS NOT ABSTRACTED FOR OWNERSHIP, RIGHTS-OF-WAY, EASEMENTS OR OTHER MATTERS OF RECORD.

2. THIS SKETCH AND DESCRIPTION IS "NOT VALID" WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

3. THE BEARINGS SHOWN HEREON ARE BASED ON S.87°28'49"W., ALONG THE SOUTH LINE S.E. 1/4 SECTION 9, TOWNSHIP 49 SOUTH, RANGE 42 EAST, BROWARD COUNTY, FLORIDA, AS SHOWN ON SKETCH AND DESCRIPTION ENTITLED PARCEL 16 COMBINED WITH PARCEL 16C PREPARED BY CITY OF FORT LAUDERDALE, PROJECT # 11404. DRAWING FILE NO. 4-133-32, DATED 5/25/16.

4. THIS SKETCH DOES NOT REPRESENT A FIELD SURVEY (THIS IS NOT A SURVEY).

5. THIS SKETCH OF DESCRIPTION WAS PREPARED BY THIS FIRM WITHOUT THE BENEFIT OF A TITLE SEARCH. THE LEGAL DESCRIPTION SHOWN HEREON WAS AUTHORED BY STONER & ASSOCIATES, INC.

6. SEE SHEET 2 OF 2 FOR A GRAPHIC DEPICTION (SKETCH) OF THE PROPERTY DESCRIBED HEREON.

LEGAL DESCRIPTION: (CONTINUED)

THENCE S.51°33'38"E. A DISTANCE OF 10.00 FEET;

THENCE N.38°26'22"E. A DISTANCE OF 21.05 FEET;

THENCE S.51°35'50"E. A DISTANCE OF 91.03 FEET;

THENCE S.20°23'33"E. A DISTANCE OF 57.12 FEET;

THENCE S.37°16'23"W. A DISTANCE OF 140.38 FEET;

THENCE S.52°47'13"W. A DISTANCE OF 42.99 FEET;

THENCE S.37°12'47"E. A DISTANCE OF 10.00 FEET;

THENCE N.52°47'13"E. A DISTANCE OF 44.36 FEET;

THENCE N.37°16'23"E. A DISTANCE OF 147.25 FEET;

THENCE N.20°23'33"W. A DISTANCE OF 65.41 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE AND BEING WITHIN THE CITY OF FORT LAUDERDALE, BROWARD COUNTY, FLORIDA AND CONTAINING 3,722 SQUARE FEET, MORE OR LESS.

CERTIFICATE:

THIS IS TO CERTIFY THAT THE SKETCH AND LEGAL DESCRIPTION SHOWN HEREON IS ACCURATE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF. I FURTHER CERTIFY THAT THIS SKETCH AND LEGAL DESCRIPTION MEETS THE STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.07, FLORIDA STATUTES.

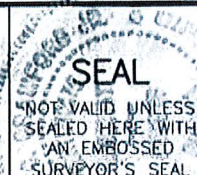
REVISIONS	DATE	BY
THE MATERIAL SHOWN HEREON IS THE PROPERTY OF STONER & ASSOCIATES, INC. AND SHALL NOT BE REPRODUCED IN WHOLE OR IN PART WITHOUT PERMISSION OF STONER & ASSOCIATES, INC. COPYRIGHT©2018		

DATE: Oct 22, 2018

RICHARD G. CRAWFORD Jr.

PROFESSIONAL SURVEYOR AND MAPPER-NO. 5371 - STATE OF FLORIDA

DATE OF SKETCH:	DRAWN BY:	CHECKED BY:	FIELD BOOK
10/22/18	DRL	RGC	N/A



SHEET 1 OF 2

SKETCH NO. 17-8508_FPL



STONER & ASSOCIATES, INC.

SURVEYORS - MAPPERS

Florida Licensed Survey
and Mapping Business No. 6633

4341 S.W. 62nd AVE.
Davie, Florida 33314

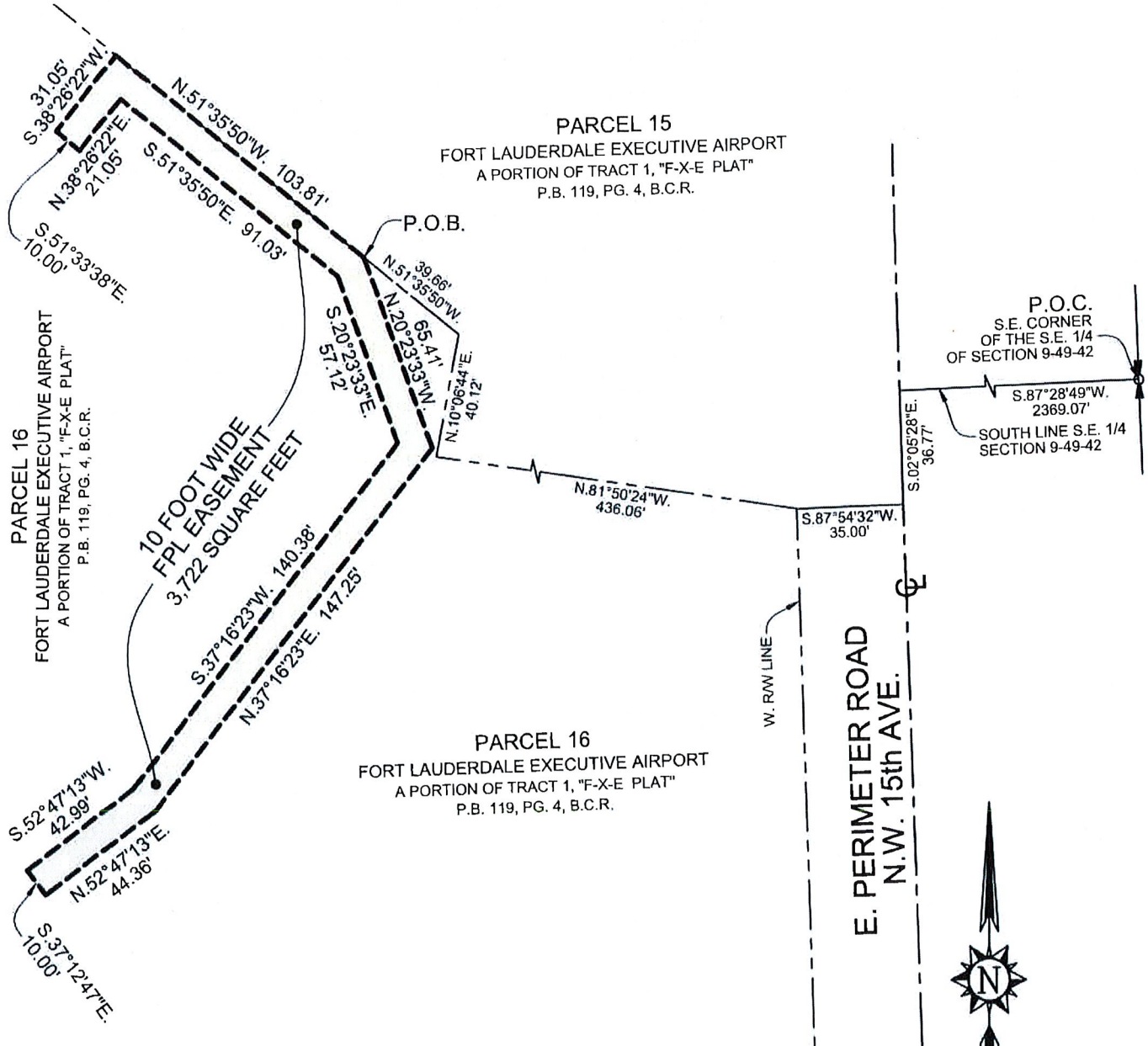
Tel. (954) 585-0997

Fax (954) 585-3927

SKETCH OF DESCRIPTION

10 FOOT WIDE FPL EASEMENT

CITY OF FORT LAUDERDALE, BROWARD COUNTY, FLORIDA





COMMISSION AGENDA ITEM
DOCUMENT ROUTING FORM

2(L) 12/10/18

Today's Date: 12/5/18

DOCUMENT TITLE: Non-Exclusive Master Utility License Agreement - City of Ft. Lauderdale and FPL Installation of Utility Lines and Facilities at FXE

COMM. MTG. DATE: 7/10/2018 CAM #: 18-0639 ITEM #: CR-7 CAM attached: ☒ YES ☐ NO

Routing Origin: CAO Router Name/Ext: Shaniece Louis / Ext. 5036

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.

2) City Attorney's Office # of originals attached: 2 Approved as to Form: ☒ YES ☐ NO

Date to CCO: 12/6/18

LS
Initials

3) City Clerk's Office: # of originals: 2 Routed to: Gina Ri/CMO/X5013 Date: 12/6/18

4) City Manager's Office: CMO LOG #: Dec-16 Date received from CCO: 12/6/18

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: 12/7/18

5) Mayor/CRA Chairman: Please sign as indicated. Forward _____ originals to CCO for attestation/City seal (as applicable) Date: _____

INSTRUCTIONS TO CLERK'S OFFICE

City Clerk: Retains 1 original and forwards 1 original(s) to: Fernando Blanco / PW / Ext. 6536 (Name/Dept/Ext)

Attach _____ certified Reso # _____ ☐ YES ☐ NO Original Route form to CAO

****please email an executed copy to Shaniece Louis ******