### NON-EXCLUSIVE MASTER UTILITY LICENSE AGREEMENT BETWEEN THE CITY OF FORT LAUDERDALE AND FLORIDA POWER & LIGHT COMPANY FOR INSTALLATION OF UTILITY LINES AND FACILITIES <u>AT FORT LAUDERDALE EXECUTIVE AIRPORT</u> (PARCEL 8AB)

THIS NON-EXCLUSIVE MASTER UTILITY LICENSE AGREEMENT (this "Master License") is entered into as of this \_\_\_\_\_ day of \_\_\_\_\_, 2019, 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 KC FXE Aviation Investments, 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.\_\_\_\_\_ 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, at the sole cost and expense of Tenant, 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, 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, Licensor's Planning Division and Licensor's Facilities Management Engineering & Construction Division prior to commencement of any installation project contemplated by this Master License in order for Licensee to obtain Licensor's 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 Licensor, its successors and assigns, for the use and benefit of Licensor, 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 hold Licensor, the Airport, Licensor's representatives, officers, officials, employees, agents and volunteers, harmless, and release Licensor solely for the responsibilities of Licensee under this Agreement, from any and all claims, liabilities, losses, damages, 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.

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 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. Whenever either party desires to give notice unto the other, it must be given by written notice, sent by certified United States mail, with return receipt requested, addressed to the party for whom it is intended, at the place last specified, and the place for giving of notice in compliance with the provisions of this paragraph. Notice shall be deemed given upon receipt or refusal of delivery. For the present, the parties designate the following as the respective places for giving of notice:

As to the Licensor:

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

With copy to:

Christopher J. Lagerbloom, ICMA-CM City Manager City of Fort Lauderdale 100 North Andrews Avenue Fort Lauderdale, Florida 33301

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:

KC FXE Aviation Investments, LLC 5901 NW 24<sup>th</sup> Way Fort Lauderdale, Florida 33309

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, Licensor has caused this Master License to be executed on behalf of Licensor as authorized by Resolution No.\_\_\_\_\_.

Licensor:

ATTEST:

Jeffrey A. Modarelli, City Clerk

City of Fort Lauderdale, a Florida municipal corporation.

Christopher J. Lagerbloom, ICMA-CM City Manager

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

By:\_\_\_

Shari Wallen, Esq. Assistant City Attorney

#### **ACKNOWLEDGEMENT**

STATE OF FLORIDA: COUNTY OF BROWARD:

On this \_\_\_\_\_ day of \_\_\_\_\_\_, 2019, before me, the undersigned notary public, personally appeared Christopher J. Lagerbloom, as City Manager of the City of Fort Lauderdale, a Florida municipal corporation, personally known to me 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.

(SEAL)

Notary Public, State of Florida (Signature of Notary taking Acknowledgment)

Name of Notary Typed, Printed or Stamped

My Commission Expires:

Commission Number

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

#### Licensee:

Florida Power & Light Company, a Florida corporation.

By:
Name:
Title:

Print Name

Print Name

#### ACKNOWLEDGEMENT

STATE OF FLORIDA: COUNTY OF \_\_\_\_\_:

On this \_\_\_\_\_ day of \_\_\_\_\_\_, 2019, before me, the undersigned notary public, personally appeared \_\_\_\_\_\_, as \_\_\_\_\_\_ of Florida Power & Light Company, a Florida corporation, personally known to me 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.

(SEAL)

Notary Public, State of Florida (Signature of Notary taking Acknowledgment)

Name of Notary Typed, Printed or Stamped

My Commission Expires:

Commission Number

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:**

KC FXE Aviation Investments, LLC, a Florida limited liability company.

Print	Name

By:\_\_\_\_\_ Name:\_\_\_\_\_ Title:\_\_\_\_\_

Print Name

#### ACKNOWLEDGEMENT

STATE OF FLORIDA: COUNTY OF \_\_\_\_\_:

\_\_\_\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_\_, 2019, before me, the undersigned notary public, personally appeared \_\_\_\_\_\_, as \_\_\_\_\_\_ of KC FXE Aviation Investments, LLC, a Florida limited liability company, personally known to me 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.

(SEAL)

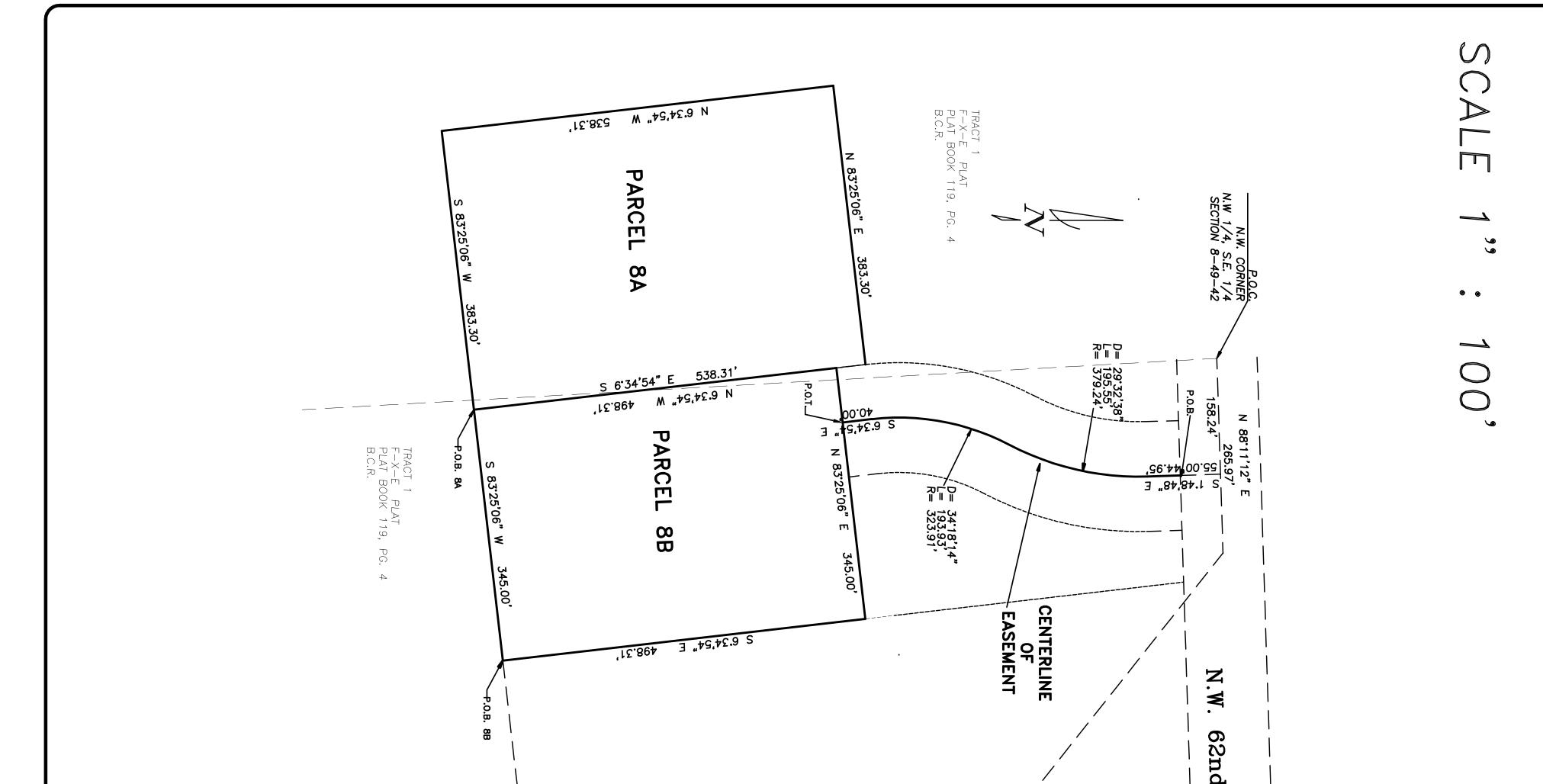
Notary Public, State of Florida (Signature of Notary taking Acknowledgment)

Name of Notary Typed, Printed or Stamped

My Commission Expires:

Commission Number

## **EXHIBIT A** LICENSED PREMISES



11404-001-LEGL.dwg Thu Feb 4 2010 - 3:58p ramonc

DESCRIPTION: PARCEL

COMMENCING AT THE NORTHWEST CORNER OF THE NORTHWEST QUARTER (NW 1/4) OF THE SOUTHEAST QUARTER (SE 1/4) OF SECTION 8, TOWNSHIP 49 SOUTH, RANGE 42 EAST; THENCE NORTH 88'11'12" EAST, ALONG THE NORTH LINE OF SAID SOUTHEAST QUARTER OF SAID SECTION A DISTANCE OF 265.97 FEET TO INTERSECT THE NORTHWESTERLY EXTENSION OF THE CENTERLINE FORT LAUDERDALE EXECUTIVE AIRPORT RUNWAY 13/31; THENCE SOUTH 51'34'11" EAST, ALONG SI CENTERLINE AND ITS NORTHWESTERLY EXTENSION, A DISTANCE OF 1405.14 FEET TO A POINT 750. FEET NORTH OF AS MEASURED AT RIGHT ANGLES, THE CENTERLINE OF FORT LAUDERDALE EXECUTI AIRPORT RUNWAY 8/26; THENCE SOUTH 83'25'06" WEST, ALONG A LINE PARALLEL WITH AND 750. FEET NORTH OF AS MEASURED AT RIGHT ANGLES, SAID CENTERLINE OF RUNWAY 8/26, A DISTANCE OF 1305.09 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 83'25'06" WEST ALONG THE LAST DESCRIBED COURSE, A DISTANCE OF 383.30 FEET; THENCE NORTH 06'34'54" WEST A DISTANCE OF 538.31 FEET; THENCE NORTH 83'25'06" EAST A DISTANCE OF 383.30 FEET; THENCE SOUTH 06'34'54" EAST A DISTANCE OF 538.31 FEET TO THE POINT OF BEGINNING. A PORTION OF TRACT BOOK 119, PAGE 4, OF THE PUBLIC RECORDS OF E 3 TO THE PLAT THEREOF, RECORDED BROWARD COUNTY, FLORIDA, BEING L D IN PLAT DESCRIBED

SAID LANDS SITUATE, FLORIDA CONTAINING LYING AND BEING IN THE CITY OF FORT LAUDERDALE, BROWARD COUNTY, 206,334 SQUARE FEET, OR 4.737 ACRES, MORE OR LESS.

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DESCRIPTION: PARCEL

OF TRACT PAGE 4, ( 0 1, "F-X-E PLAT", ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT F THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, BEING DESCRIBED

A PORTION BOOK 119,

COMMENCING AT THE NORTHWEST CORNER OF THE NORTHWEST QUARTER (NW 1/4) OF THE SOUTHEAST QUARTER (SE 1/4) OF SECTION 8, TOWNSHIP 49 SOUTH, RANGE 42 EAST; THENCE NORTH 88'11'12" EAST, ALONG THE NORTH LINE OF SAID SOUTHEAST QUARTER OF SAID SECTION A DISTANCE OF 265.97 FEET TO INTERSECT THE NORTHWESTERLY EXTENSION OF THE CENTERLINE FORT LAUDERDALE EXECUTIVE AIRPORT RUNWAY 13/31; THENCE SOUTH 51'34'11" EAST, ALONG SA CENTERLINE AND ITS NORTHWESTERLY EXTENSION, A DISTANCE OF 14:05.14 FEET TO A POINT 750. FEET NORTH OF AS MEASURED AT RIGHT ANGLES, THE CENTERLINE OF FORT LAUDERDALE EXECUTI AIRPORT RUNWAY 8/26; THENCE SOUTH 83'25'06" WEST, ALONG A LINE PARALLEL WITH AND 750. FEET NORTH OF AS MEASURED AT RIGHT ANGLES, SAID CENTERLINE OF RUNWAY 8/26, A DISTANCE OF 960.09 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 83'25'06" WEST ALONG LAST DESCRIBED COURSE, A DISTANCE OF 345.00 FEET; THENCE NORTH 06'34'54" WEST A DISTANC OF 498.31 FEET; THENCE NORTH 83'25'06" EAST A DISTANCE OF 345.00 FEET; THENCE SOUTH 06'34'54" EAST A DISTANCE OF 498.31 FEET TO THE POINT OF BEGINNING.

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BY:\_\_\_\_\_\_ ANTHONY R IRVINE PROFESSIONAL SURVEYOR AND M NO. 4420 STATE OF F MAPPER FLORIDA

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SAID LANDS SITUATE, LYING AND BEING IN THE CITY OF FORT LAUDERDALE, BROWARD COUNTY, FLORIDA CONTAINING 171,917 SQUARE FEET, OR 3.947 ACRES, MORE OR LESS.

A PORTION OF TRACT 1, "F-X-E PLAT", ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 119, PAGE 4, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, BEING A STRIP 0, LAND 150 FEET IN WIDTH, BOUNDED ON THE NORTH BY THE NORTH LINE OF SAID TRACT 1 AND LYING 75.00 FEET EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

BEARING NOTE: BEARINGS SHOWN HEREON ARE BASED ON GRID BEARINGS DERIVED FROM FLORIDA STATE PLANE COORDINATES 1983/90

SAID LANDS FLORIDA.

SITUATE,

COMMENCING AT THE NORTHWEST CORNER OF THE NORTHWEST QUARTER (NW 1/4) OF THE SOUTHEAST QUARTER (SE 1/4) OF SECTION 8, TOWNSHIP 49 SOUTH, RANGE 42 EAST; THENCE NORTH 88'11'12" EAST, ALONG THE NORTH LINE OF SAID SOUTHEAST QUARTER OF SAID SECTION 8, A DISTANCE OF 158.24 FEET; THENCE SOUTH 01'48'48" EAST A DISTANCE OF 55.00 FEET TO INTERSECT THE NORTH LINE OF SAID TRACT 1, SAID INTERSECTION ALSO BEING THE POINT OF BEGINNING OF THE HEREIN DESCRIBED CENTERLINE; THENCE CONTINUE SOUTH 01'48'48" EAST A DISTANCE OF 44.95 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE TO THE POINT OF SOUTHERLY AND SOUTHWESTERLY, ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF GF REVERSE CURVATURE OF A CIRCULAR CURVE TO THE RIGHT; OF REVERSE CURVATURE OF A CIRCULAR CURVE TO THE LEFT; THENCE SOUTHWESTERLY AND SOUTHERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 323.91 FEET, A CENTRAL ANGLE OF 34'18'44" AND AN ARC DISTANCE OF 193.98 FEET TO THE POINT OF TANGENCY; SOUTH 06'34'54" EAST A DISTANCE OF 40.00 FEET TO THE POINT OF TERMINATION OF THIS CENTERLINE, SAID POINT OF TERMINATION BEING 1288.31 FEET NORTH OF, AS MEASURED AT RIGHT ANGLES, THE CENTERLINE OF FORT LAUDERDALE EXECUTIVE AIRPORT RUNWAY 8/26.

LYING AND BEING IN THE CITY OF FORT LAUDERDALE, BROWARD COUNTY,

P.O.C. P.O.B. B.R.C.

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POINT OF POINT OF BROWARD

COMMENCEMENT BEGINNING TERMINATION COUNTY RECORD:

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DESCRIPTION: ACCESS

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# SKETCH AND DESCRIPTION

LEGAL DESCRIPTION:

A 12.00 FOOT WIDE STRIP OF LAND LYING WITHIN TRACT I, "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, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE MOST NOTHERELY NORTHWEST CORNER OF SAID TRACT I; THENCE NORTH 88'11'53" EAST ALONG THE NORTH LINE OF SAID TRACT I, A DISTANCE OF 1341.54 FEET; THENCE NORTH 88'10'52" EAST ALONG SAID NORTH LINE, A DISTANCE OF 252.11 FEET; THENCE SOUTH 01'49'07" EAST, A DISTANCE OF 442.83 FEET TO THE POINT OF BEGINNING; THENCE NORTH 83'23'47" EAST, A DISTANCE OF 12.20 FEET; THENCE SOUTH 16'56'12" EAST, A DISTANCE OF 27.88 FEET; THENCE SOUTH 30'04'36" EAST, A DISTANCE OF 13.56 FEET; THENCE NORTH 43'00'52" EAST, A DISTANCE OF 59.96 FEET; THENCE NORTH 05'19'35" WEST, A DISTANCE OF 178.89 FEET; THENCE NORTH 84'40'25" EAST, A DISTANCE OF 12.00 FEET; THENCE SOUTH 05'19'35" EAST, A DISTANCE OF 184.27 FEET; THENCE SOUTH 43'00'52" WEST, A DISTANCE OF 69.00 FEET; THENCE SOUTH 30'04'36" EAST, A DISTANCE OF 1.94 FEET; THENCE SOUTH 06'38'37" EAST, A DISTANCE OF 296.87 FEET; THENCE SOUTH 03'03'15" WEST, A DISTANCE OF 41.98 FEET; THENCE SOUTH 18'54'44" EAST, A DISTANCE OF 73.28 FEET; THENCE SOUTH 71'05'16" WEST, A DISTANCE OF 12.00 FEET; THENCE NORTH 18'54'44" WEST, A DISTANCE OF 75.61 FEET; THENCE NORTH 03'03'15" EAST, A DISTANCE OF 43.29 FEET; THENCE NORTH 06'38'37" WEST, A DISTANCE OF 293.37 FEET; THENCE NORTH 18'54'44" WEST, A DISTANCE OF 75.61 FEET; THENCE NORTH 03'03'15" EAST, A DISTANCE OF 43.29 FEET; THENCE NORTH 06'38'37" WEST, A DISTANCE OF 293.37 FEET; THENCE NORTH 30'04'36" WEST, A DISTANCE OF 75.61 FEET; THENCE NORTH 03'03'15" EAST, A DISTANCE OF 43.29 FEET; THENCE NORTH 06'38'37" WEST, A DISTANCE OF 293.37 FEET; THENCE NORTH 30'04'36" WEST, A DISTANCE OF 26.93 FEET; THENCE NORTH 16'56'12" WEST, A DISTANCE OF 31.45 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE LYING AND BEING IN BROWARD COUNTY, FLORIDA. CONTAINING 8,585 SQUARE FEET, MORE OR LESS.

#### NOTES:

- 1) Bearings shown hereon are based on the North line of TRACT I with an assumed bearing of N88°11'53"E.
- 2) This Sketch and Description is not valid without the signature and original raised seal of a Florida Licensed Surveyor and Mapper.
- 3) The undersigned and David & Gerchar, Inc., make no representations or guarantees as to the information reflected hereon pertaining to easements, rights—of—way, setback lines, agreements and other matters, and further, this instrument is not intended to reflect or set forth all such matters. Such information should be obtained and confirmed by others through appropriate title verification. Lands shown hereon were not abstracted for rights—of—way and/or easements of record.
- 4) This Sketch and Description consists of two (2) sheets and is not complete without all sheets.

SHEET 1 OF 2 THIS IS NOT A SKETCH OF SURVEY REVISIONS CKD FB/PG DATE BY 12' FP&L LICENSE EASEMENT SCALE: JOB NO: VID & N/A 18-017 CAD. FILE: F:\Fort Lauderdale Airport\ FB/PG: ERCHAR. N/A Sketch and Descriptions DATE: DRAWN BY: SURVEYORS AND MAPPERS THEODORE J. DAMID FOR THE FIRM RRM 10/29/18 PROFESSIONAL SURVEYOR AND MAPPER FLORIDA REGISTRATION NO. 5821 12750 N.W. 40th Street, Bay 1 PROJ. FILE: CKD. BY: Coral Springs, Florida 33065 DAVID & GERCHAR, INC. LB#6935 (954) 340-4025 • email: ted@davidandgerchar.com TD Fort Lauderdale Airport

