

CONSENT TO ASSIGNMENT OF LEASE AGREEMENT  
(Lots 25, 26, 38, and 39)

THIS IS A CONSENT TO ASSIGNMENT OF LEASE AGREEMENT entered into on  
May 14, 2019, among:

CITY OF FORT LAUDERDALE, a municipal corporation of the  
State of Florida, hereinafter referred to as "Lessor",

and

CYPRESS CONCOURSE E, LLC, a Delaware Limited Liability  
Company, hereinafter referred to as "Assignor",

and

CYPRESS WEST LLC, a Florida Limited Liability Company,  
hereinafter referred to as "Assignee."

WHEREAS, pursuant to Resolution No. 19-92, adopted at its meeting on May 7, 2019,  
the City Commission of the City of Fort Lauderdale authorized the City Manager to enter into  
this Consent to Assignment of Lease Agreement; and

WHEREAS, Assignor is the lessee of Lots 25, 26, 38 and 39 at Fort Lauderdale  
Executive Airport (Collectively "Ground") by virtue of a Lease Agreement dated March 1, 1998,  
by and between Lessor and Cypress Concourse E, LLC, a Delaware limited liability company, as  
thereafter amended and assigned (herein "Lease Agreement"); and

WHEREAS, Assignor wishes to assign the Lease Agreement to Assignee; and

WHEREAS, pursuant to Section 18 of the Lease Agreement, an assignment of the Lease  
Agreement requires the written consent of Lessor; and

WHEREAS, at its meeting on March 28, 2019, the City of Fort Lauderdale Aviation  
Advisory Board recommended approval of this Consent to Assignment of Lease Agreement.

NOW THEREFORE, in consideration of the mutual promises, covenants and  
agreements, and other good and valuable consideration, the receipt and adequacy of which are  
hereby acknowledged, the parties agree as follows:

1. The foregoing recitals are correct and are incorporated into this Consent to  
Assignment of Lease Agreement.

2. Lessor does hereby consent to an assignment of the Lease Agreement from  
Assignor to Assignee.

3. Assignor and Assignee acknowledge and agree that the Lease Agreement shall control, despite any provision which is or may appear to be contrary in the assignment between Assignor and Assignee. Under no circumstances shall any consent provided in this consent document be construed to allow any subordination by any person of the fee simple title interest of Lessor in and to the premises leased.

4. By the consent and approval contained in this document, Lessor relies upon the representations of Assignor and Assignee that no other person, natural, corporate or otherwise, will be adversely affected by the consent and approval contained in this document. In the event of a claim by any such third person that Lessor's Consent to Assignment of Lease Agreement adversely affects any such person, Assignor and Assignee agree to indemnify and hold harmless Lessor completely from any such claim and shall provide Lessor with a complete legal defense for any such claim, at no cost or expense whatsoever to Lessor. The assignment of the Lease shall not void the Option to Extend Term as set forth in Paragraph 35 of the Lease. The covenants set forth in this Paragraph 4 shall survive the termination of the lease Agreement.

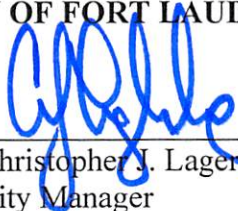
5. The Assignor understands and agrees that its obligations under the Lease Agreement continue and do not expire or terminate as a result of this Consent to Assignment of Lease Agreement. This Consent to Assignment of Lease Agreement and the Assignment of the Lease shall be effective upon the recordation at Assignee's expense, of a fully executed Consent to Assignment of Lease Agreement and Assignment of Lease between Assignor and Assignee in the Broward County Public Records on or before August 15, 2019.

[REMAINDER OF 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:**

**CITY OF FORT LAUDERDALE**

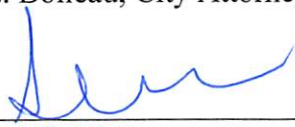
By:   
Christopher J. Lagerbloom, ICMA-CM  
City Manager

(CORPORATE SEAL)

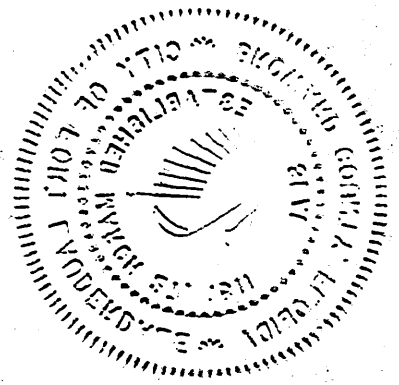
ATTEST:

  
Jeffrey A. Modarelli, City Clerk

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

By:   
Shari C. Wallen  
Assistant City Attorney





**ASSIGNOR:**

WITNESSES:

Julia Burnham

Print Name: Julia Burnham

David Gallagher

Print Name: David Gallagher

**CYPRESS CONCOURSE E, LLC**, a  
Delaware limited liability company

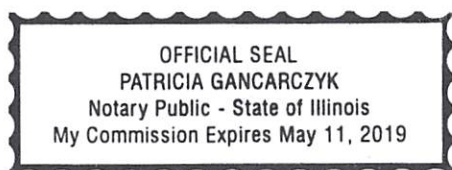
By: **18-CHAI CORP.**, an Illinois  
Corporation, authorized to do business in  
Florida, its sole manager

By: Howard Grill  
Howard Grill , Vice President

STATE OF ILLINOIS:  
COUNTY OF COOK:

The foregoing instrument was acknowledged before me on, 10 day of MAY 2019,  
by Howard Grill , the Vice President of 18-Chai Corp. an Illinois corporation, authorized to  
do business in Florida, the sole manager of Cypress Concourse E, LLC, a Delaware limited  
liability company, authorized to do business in Florida. That this document is an act and deed of  
Cypress Concourse E, LLC and this document is being executed on behalf of Cypress Concourse  
E, LLC. He is personally known to me.

(SEAL)



Patricia Gancarczyk  
Notary Public, State of ILLINOIS  
(Signature of Notary)

\_\_\_\_\_  
(Print, Type, or Stamp Commissioned Name  
of Notary Public)

ASSIGNEE:

WITNESSES:

CYPRESS WEST LLC, a Florida limited liability company

Print Name: Jonathan Bloom

Print Name: CAROL GILBERT

By: [Signature]  
Sheldon Gross, Manager

STATE OF Florida:  
COUNTY OF Palmer Beach:

The foregoing instrument was acknowledged before me on, 10 day of May 2019, by Sheldon Gross, sole manager of Cypress West LLC, a Florida limited liability company. That this document is an act and deed of Cypress West LLC and this document is being executed on behalf of Cypress West LLC. He/She is ☒ personally known to me or [ ] who has produced \_\_\_\_\_ as identification.

(SEAL)

[Signature]  
Notary Public, State of \_\_\_\_\_  
(Signature of Notary)

\_\_\_\_\_  
(Print, Type, or Stamp Commissioned Name of Notary Public)







COMMISSION AGENDA ITEM  
DOCUMENT ROUTING FORM

5L6  
5/14/19

Today's Date: 5/13/19

DOCUMENT TITLE: Consent to Assignment of Lease Agreement (Lots 25, 26, 38 and 39) – Cypress Concourse E, LLC and Cypress West, LLC

COMM. MTG. DATE: 5/7/19 CAM #: 19-0342 ITEM #: CR-8 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: 5 Approved as to Form: ☒ YES ☐ NO

Date to CCO: 5/13/19 SCW  
Initials

3) City Clerk's Office: # of originals: 5 Routed to: Donna Varisco/CMO/X5013 Date: 5/14/19

4) City Manager's Office: CMO LOG #: May 61 Date received from CCO: 5/14/19

Assigned to: CHRIS LAGERBLOOM ☒ LINDA LOGAN-SHORT ☐ RHODA MAE KERR ☐  
CHRIS LAGERBLOOM as CRA Executive Director ☐

☐ APPROVED FOR C. LAGERBLOOM'S SIGNATURE ☐ N/A FOR C. LAGERBLOOM TO SIGN

PER ACM: L.L-SHORT \_\_\_\_\_ (Initial/Date) R. KERR \_\_\_\_\_ (Initial/Date)

☐ PENDING APPROVAL (See comments below)

Comments/Questions: \_\_\_\_\_

Forward 5 originals to ☐ Mayor ☒ CCO Date: 5/14/19

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 4 original(s) to: Shaniece Louis / CAO / Ext. 5036  
(Name/Dept/Ext)

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

**\*\*PLEASE EMAIL AN EXECUTED COPY TO SHANIECE LOUIS \*\*\***