

**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 PARCELS 9, 32 AND 33**

THIS NON-EXCLUSIVE MASTER UTILITY LICENSE AGREEMENT (this "**Master License**") is entered into as of this 14th day of June, 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 Sheltair FXE Northside, 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 and under the control and supervision of Licensor, 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. 19-59 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, Licensee and Tenant 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 its sole cost and expense, or at the 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 current 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 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 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 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:

City of Fort Lauderdale

100 N. Andrews Avenue
Fort Lauderdale, Florida 33301
Attn: City 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 FXE Northside, LLC
4860 NE 12th Avenue
Oakland Park, FL 33334

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.

(Signatures appear on following pages)

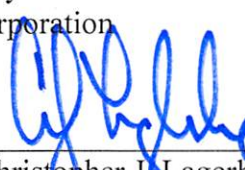
IN WITNESS WHEREOF, Licensors has caused this Master License to be executed on behalf of Licensors as authorized by Resolution No. 19-59.

ATTEST:



Jeffrey A. Modarelli, City Clerk

Licensors:

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

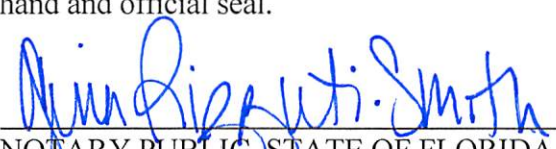
ACKNOWLEDGEMENT

STATE OF FLORIDA

COUNTY OF Broward


On this 14 day of June, 2019 before me, the undersigned notary public, personally appeared Christopher J. Lagerbloom, City Manager, on behalf of the City of Fort Lauderdale, personally known to me to be the person who subscribed to the foregoing instrument or each who has produced _____, as identification.

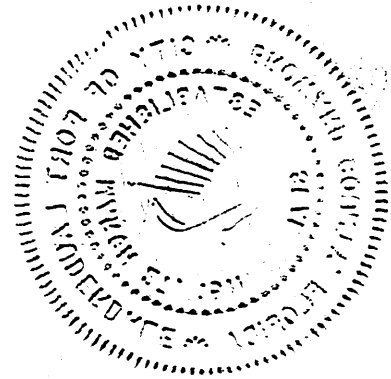
IN WITNESS WHEREOF, I hereunto set my hand and official seal.


NOTARY PUBLIC, STATE OF FLORIDA
Name (Print): _____

Commission No.: _____

My Commission Expires: _____

 GINA RIZZUTI-SMITH
MY COMMISSION # GG 083510
EXPIRES: March 15, 2021
Bonded Thru Budget Notary Services



1000

1000

1000

UNITED STATES DEPARTMENT OF JUSTICE
FEDERAL BUREAU OF INVESTIGATION
WASHINGTON, D.C. 20535
EXPIRES: March 10, 2021
MY COMMISSION # 0000000000
GARY RIZZO SMITH



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

Witnesses for Licensee:

Michelle M. Kahmann
Name: Michelle M. Kahmann

Amy Wilke
Name: Amy Wilke

Licensee:

Florida Power & Light Company,
a Florida corporation

By: Samantha J. Saucier
Name: Samantha J. Saucier
Title: Corporate Real Estate Manager

ACKNOWLEDGEMENT

STATE OF FLORIDA
COUNTY OF Palm Beach

On this 28th day of May, 2019 before me, the undersigned notary public, personally appeared Samantha J. Saucier as Corporate Real Estate Manager 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.

Michelle M. Kahmann
NOTARY PUBLIC, STATE OF FLORIDA
Name (Print): _____
Commission No.: _____
My Commission Expires: _____



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 FXE Northside, LLC,
a Florida limited liability company

Diana L Preston
Name: DIANA L PRESTON

John O'Sullivan
Name: John O'Sullivan

By: *Gerald M Holland, Jr.*
Name: Gerald M Holland
Title: Mgr.

ACKNOWLEDGEMENT

STATE OF FLORIDA
COUNTY OF Broward

On this 27 day of March, 2019 before me, the undersigned notary public, personally appeared Gerald M Holland, as Mgr. of Sheltair FXE Northside, 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.

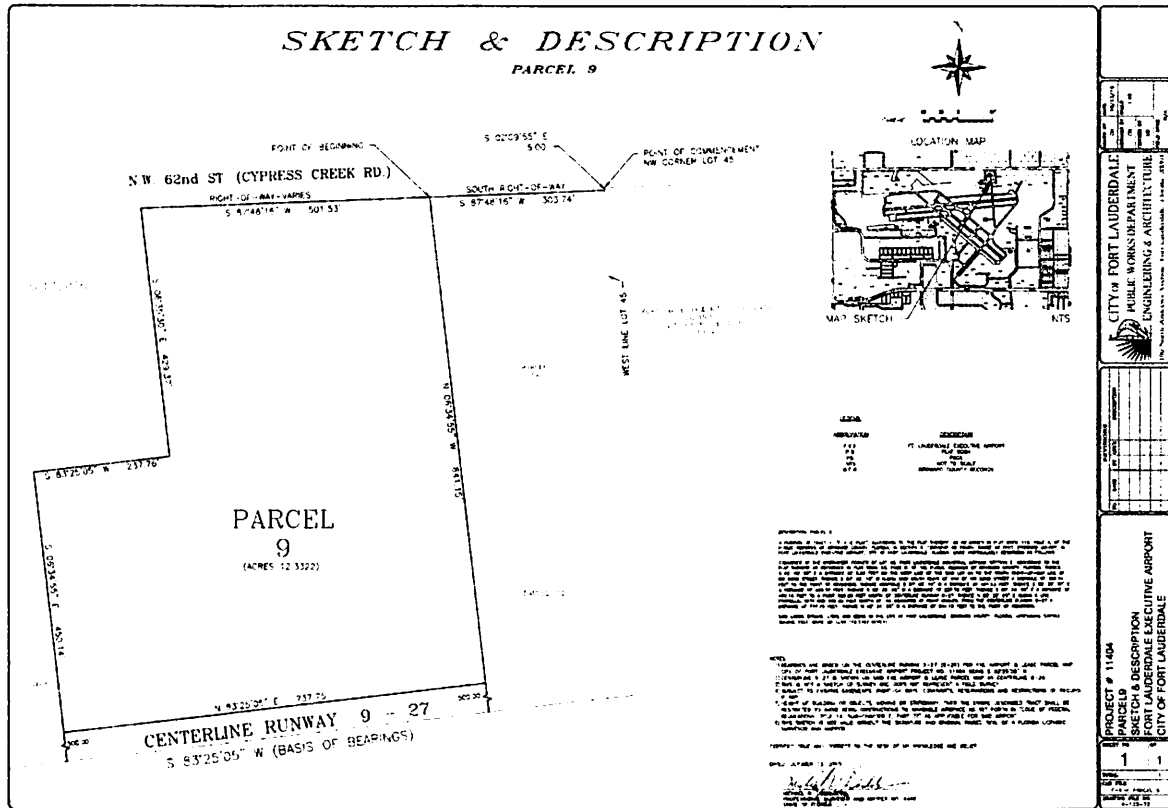
IN WITNESS WHEREOF, I hereunto set my hand and official seal.

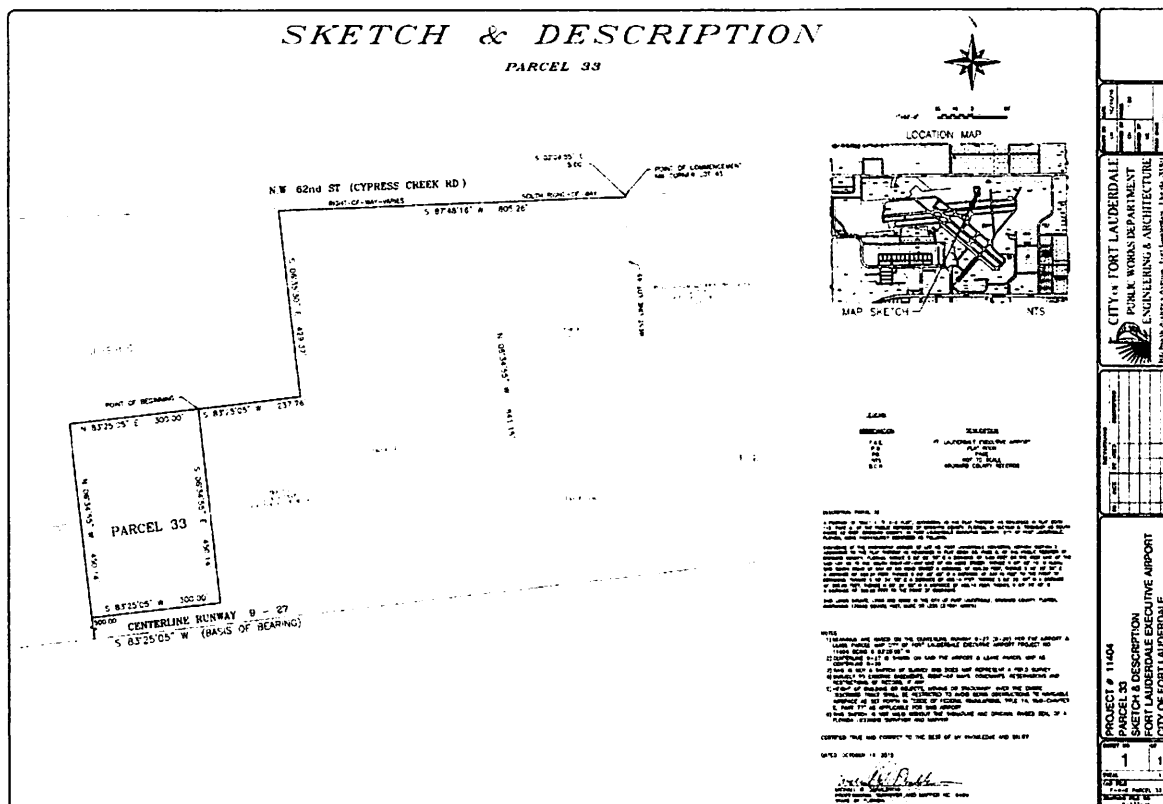
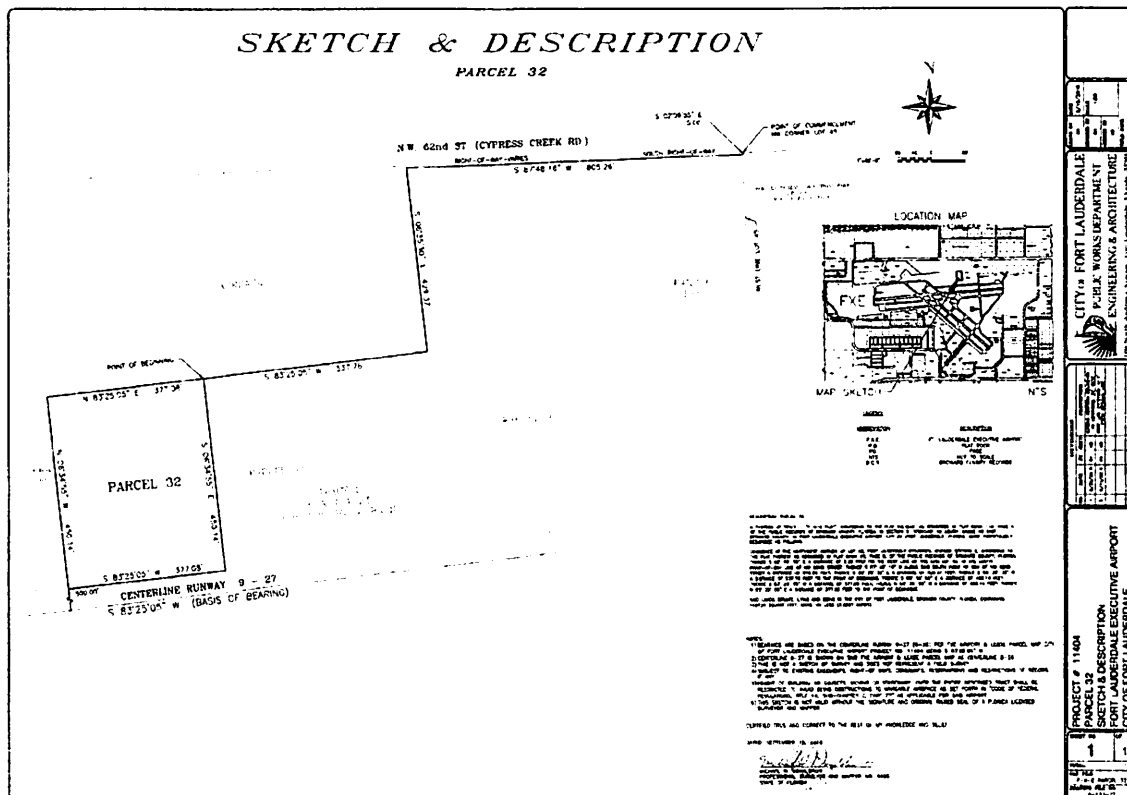
Cynthia M. Mitchell
NOTARY PUBLIC, STATE OF FLORIDA
Name (Print): Cynthia M Mitchell
Commission No.: _____
My Commission Expires _____



Exhibit A

Licensed Premises





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



STONER & ASSOCIATES, INC.

SURVEYORS - MAPPERS
Florida Licensed Surveying
and Mapping Business No. 6633

Tel. (954) 585-0997

Fax (954) 585-3927

EXHIBIT "A"
LEGAL DESCRIPTION OF
10 FOOT WIDE FLORIDA POWER & LIGHT EASEMENT
CITY OF FORT LAUDERDALE, BROWARD COUNTY, FLORIDA

LEGAL DESCRIPTION:

A 10 FOOT WIDE FLORIDA POWER & LIGHT EASEMENT BEING A PORTION OF TRACT 1, "F-X-E PLAT", ACCORDING TO THE PLAT THEREOF, AS RECORDED PLAT BOOK 119, PAGE 4, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, AND A PORTION OF THE SOUTHWEST ONE-QUARTER (S.W. 1/4) OF SECTION 9, TOWNSHIP 49 SOUTH, RANGE 42 EAST, THE CENTERLINE OF SAID EASEMENT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCE AT THE MOST EASTERLY NORTHWEST CORNER OF SAID TRACT 1;

THENCE S.87°48'16"W., ALONG THE NORTH LINE OF SAID TRACT 1, A DISTANCE OF 558.49 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED CENTERLINE;

THENCE S.00°29'27"E. A DISTANCE OF 60.33 FEET;

THENCE N.83°27'04"E. A DISTANCE OF 244.91 FEET;

THENCE S.06°26'10"E. A DISTANCE OF 323.74 FEET;

THENCE S.83°25'05"W. A DISTANCE OF 196.14 FEET;

THENCE S.72°25'08"W. A DISTANCE OF 255.02 FEET;

THENCE S.83°25'05"W. A DISTANCE OF 282.46 FEET TO REFERENCE POINT "A";

THENCE S.83°25'05"W. A DISTANCE OF 467.92 FEET TO THE POINT OF TERMINATION OF SAID CENTERLINE.

TOGETHER WITH:

BEGIN AT THE AFOREMENTIONED REFERENCE POINT "A";

THENCE N.01°43'32"W. A DISTANCE OF 465.97 FEET;

THENCE N.88°02'50"E. A DISTANCE OF 55.46 FEET TO THE POINT OF TERMINATION OF SAID CENTERLINE.

THE SIDE LINES OF THE HEREIN DESCRIBED STRIP OF LAND EASEMENTS ARE TO BE LENGTHENED OR SHORTENED TO MEET AT ANGLES POINTS.

SAID LANDS SITUATE AND BEING WITHIN THE CITY OF FORT LAUDERDALE, BROWARD COUNTY, FLORIDA AND CONTAINING 0.54 ACRES (23,469 SQUARE FEET), MORE OR LESS.

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 THE CENTERLINE 9-27 (8-26) PER FXE AIRPORT & LEASE PARCEL MAP CITY OF FORT LAUDERDALE EXECUTIVE AIRPORT PROJECT NO. 11404 BEING S.83°25'05"W
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 SHEETS 2 AND 3 OF 3 FOR A GRAPHIC DEPICTION (SKETCH) OF THE EASEMENT DESCRIBED HEREON.

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
1. REVISED SKETCH AND DESCRIPTION	3/27/19	DRL
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©2019		

RICHARD G. CRAWFORD Jr.

PROFESSIONAL SURVEYOR AND MAPPER NO. 5371 - STATE OF FLORIDA

DATE OF SKETCH:	DRAWN BY	CHECKED BY	FIELD BOOK
12/28/18	DRL	RGC	N/A

SEAL

NOT VALID UNLESS
SEALED HERE WITH
AN EMBOSSED
SURVEYOR'S SEAL

SHEET 1 OF 3

SKETCH NO. 18-8690 FPLE

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



STONER & ASSOCIATES, INC.

SURVEYORS - MAPPERS
Florida Licensed Surveying
and Mapping Business No. 6633

Tel. (954) 585-0997

Fax (954) 585-3927

EXHIBIT "A"
SKETCH OF DESCRIPTION
10 FOOT WIDE FLORIDA POWER & LIGHT EASEMENT

CITY OF FORT LAUDERDALE, BROWARD COUNTY, FLORIDA

NORTH LINE OF THE S.W. 1/4 OF SECTION 9-49-42

N.W. 62nd STREET
(W. CYPRESS CREEK ROAD)

NORTH LINE, TRACT 1

P.O.B.

S.00°29'27"E.
60.33'

S.87°48'16"W. 558.49'

P.O.C.
MOST EASTERLY
N.W. CORNER,
TRACT 1

N.83°27'04"E.
244.91'

PORTION OF TRACT 1
"F-X-E PLAT"
(P.B. 119, PG. 4, B.C.R.)

☉ OF 10 FOOT WIDE
F.P.L. EASEMENT

S.06°26'10"E. 323.74'

S.83°25'05"W. 196.14'

S.72°25'08"W. 255.02'

S.83°25'05"W. 282.46'

PORTION OF TRACT 1
"F-X-E PLAT"
(P.B. 119, PG. 4, B.C.R.)

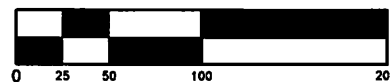
NOTE:
SEE SHEET 1 OF 3 FOR THE LEGAL
DESCRIPTION OF THE SKETCH
GRAPHICALLY SHOWN HEREON.

LEGEND:

B.C.R. BROWARD COUNTY RECORDS
☉ CENTERLINE
LB LICENSED BUSINESS
P.B. PLAT BOOK
PG. PAGE
P.O.C. POINT OF COMMENCEMENT
P.O.B. POINT OF BEGINNING
P.O.T. POINT OF TERMINATION
F.P.L. FLORIDA POWER & LIGHT
—|— BREAK IN LINE SCALE



SCALE: 1" = 100'



GRAPHIC SCALE





COMMISSION AGENDA ITEM
DOCUMENT ROUTING FORM

3 (5) 6
6/14/19

Today's Date: 6/13/2019

DOCUMENT TITLE: NON-EXCLUSIVE MASTER UTILITY LICENSE AGREEMENT WITH 1) FLORIDA POWER & LIGHT AND 2) SHELTAIR FXE NORTHSIDE, LLC

COMM. MTG. DATE: 4/2/2019 CAM #: 19-0240 ITEM #: CR-3 CAM attached: ☒ YES ☐ NO

Routing Origin: CAO Router Name/Ext: J. Larregui/5106 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) Dept.: Public Works Router Name F. Blanco/6536 # of originals routed: 3 Date to CAO: 6/13/19

2) City Attorney's Office: Documents to be signed/routed? ☒ YES ☐ NO # of originals attached: 3

Is attached Granicus document Final? ☒ YES ☐ NO

Approved as to Form: ☒ YES ☐ NO

Date to CCO: 6/13/19

Shari C. Wallen
Attorney's Name

scw/jr
Initials

3) City Clerk's Office: # of originals: 3 Routed to: MJ Matthews/CMO/X5364 Date: 6/13/19

4) City Manager's Office: CMO LOG #: June 62 Document received from: CCO
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: PER ACM: L. L-SHORT (Initial/Date) R. KERR (Initial/Date)

☐ PENDING APPROVAL (See comments below)

Comments/Questions: _____

Forward 3 originals to ☐ Mayor ☒ CCO Date: 6/14/19

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

6) City Clerk's Office: Retains Electronic Copy and forwards 3 originals to: F. Blanco / Public Works/ Ext 6536

Attach 1 certified Reso # 19-59 ☒ YES ☐ NO

Original Route form to CAO/J. Larregui

Rev. 12/22/16