

CONSENT TO ASSIGNMENT OF LEASE AGREEMENT
(Parcel 2A)

THIS IS A CONSENT TO ASSIGNMENT OF LEASE AGREEMENT entered into on September 9, 2021, among:

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

and

GTN PROPERTIES, LLC, a Florida Limited Liability Company, hereinafter referred to as "Assignor",

and

MNREH FLORIDA, LLC, a Florida Limited Liability Company, hereinafter referred to as "Assignee."

WHEREAS, pursuant to Resolution No. 21-173, adopted at its meeting on September 9, 2021, 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 Parcel 2A at the Fort Lauderdale Executive Airport by virtue of an Amended and Restated Lease Agreement dated March 15, 2005, which was subsequently amended on July 15, 2008, and May 1, 2020, and assigned to GTN Properties, LLC in 2018 (herein "Lease Agreement"); and

WHEREAS, Assignor wishes to assign the Lease Agreement, as amended to Assignee, MNREH Florida, LLC; and

WHEREAS, pursuant to Section 44 of the Lease Agreement, an assignment of the Lease Agreement requires express consent of the Lessor, authorized by appropriate action taken at a regular public meeting of the City Commission; and

WHEREAS, at its meeting on June 24, 2021, 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, as amended from Assignor to Assignee.

3. Assignor and Assignee acknowledge and agree that the Lease Agreement, as amended 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, as amended, 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 covenants set forth in this Paragraph 4 shall survive the termination of the Lease Agreement.

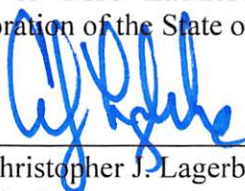
5. The Assignor understands and agrees that its obligations under the Lease Agreement, as amended continue and do not expire or terminate as a result of this Consent to Assignment of Lease Agreement.

[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, a municipal corporation of the State of Florida


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

(CORPORATE SEAL)

ATTEST:


Jeffrey A. Modarelli, City Clerk


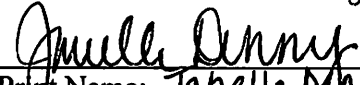
Approved as to form:
Alain E. Boileau, City Attorney

By: 
Shari C. Wallen
Assistant City Attorney



ASSIGNOR:

WITNESSES:


Print Name: Garrett A. Kreger

Print Name: Jahelle Denny

GTN Properties, LLC, a Florida limited liability company

By: **MNREH FLORIDA, LLC, a Florida Limited Liability Company, and owner in Interest of GTN Properties, LLC**

By: 
David MacNeil, Manager

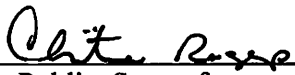
(CORPORATE SEAL)

STATE OF IL :
COUNTY OF DuPAGE :

The foregoing instrument was acknowledged before me by means of ☒ physical presence or [] online notarization, this 15TH day of SEPTEMBER 2021, David MacNeil, Manager of **MNREH FLORIDA, LLC, owner in interest** of GTN Properties, LLC, a Florida limited liability company. That this document is an act and deed of GTN Properties, LLC and this document is being executed on behalf of GTN Properties, LLC. He/She is ☒ personally known to me or [] who has produced _____ as identification.

(SEAL)




Notary Public, State of ILLINOIS
(Signature of Notary)

CHRISTINE REGEp
(Print, Type, or Stamp Commissioned Name of Notary Public)


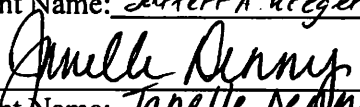
1990

[illegible]

ASSIGNEE:

WITNESSES:

**MNREH FLORIDA, LLC, a Florida
limited liability company**


Print Name: Jarrett A. Kregler

Print Name: Janelle Denny

By: AM
David MacNeil, Manager


(CORPORATE SEAL)

STATE OF IL :
COUNTY OF DUPAGE :

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, on this 15th day of SEPTEMBER 2021, by David MacNeil, Manager of MNREH FLORIDA, LLC, a Florida limited liability company. That this document is an act and deed of MNREH FLORIDA, LLC and this document is being executed on behalf of MNREH FLORIDA, LLC. He/She is ☒ personally known to me or ☐ who has produced _____ as identification.

(SEAL)




Notary Public, State of ILLINOIS
(Signature of Notary)

CHRISTINE REGAP
(Print, Type, or Stamp Commissioned Name
of Notary Public)

March 1964
March 1964

March 1964

March 1964

March 1964
March 1964

March 1964

CHRISTINE REED
Official Seal
Notary Public - State of Illinois
My Commission Expires Sep 17, 2024



COMMISSION AGENDA ITEM
DOCUMENT ROUTING FORM

Today's Date: 9/17/2021

24
9/22/2021

DOCUMENT TITLE: GTN PROPERTIES, LLC AND MNREH FLORIDA, LLC – CONSENT TO ASSIGNMENT OF LEASE AGREEMENT

COMM. MTG. DATE: 9/9/2021 CAM #: 21-0705 ITEM #: CR-4 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: FXE Router Name/Ext: L. Blanco/5334 # of originals routed: 2 Date to CAO: 9/16/2021

2) 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: 9/17/21

Shari C. Wallen
Attorney's Name

SCW/JL
Initials

3) City Clerk's Office: # of originals: 2 Routed to: Donna V./Aimee L./CMO Date: 9/17/2021

4) City Manager's Office: CMO LOG #: Sep. 32 Document received from: _____

Assigned to: CHRIS LAGERBLOOM ☐ TARLESHA SMITH ☐ GREG CHAVARRIA ☐
CHRIS LAGERBLOOM as CRA Executive Director ☐

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

PER ACM: T. Smith (Initial/Date) PER ACM: G. Chavarria (Initial/Date)

☐ PENDING APPROVAL (See comments below)

Comments/Questions: _____

Forward ___ originals to ☐ Mayor ☒ CCO Date: 9/21/21

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

6) City Clerk: Forward 2 originals to CAO for FINAL APPROVAL Date: _____

7) CAO forwards 2 originals to CCO Date: _____ (PLEASE SCAN IN COLOR)

8) City Clerk: Scan original and forwards 2 originals to: L. Blanco/FXE/Ext. 5334

Attach ___ certified Reso # _____ ☐ YES ☒ NO

Original Route form to J. Larregui/CAO