

## RESOLUTION 2016-10

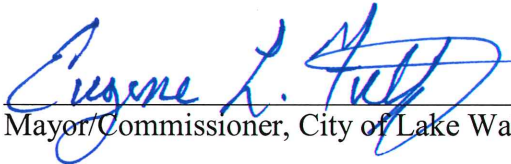
**A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE ON BEHALF OF THE CITY A LEASE AGREEMENT BETWEEN THE CITY OF LAKE WALES AND LAKE WALES AVIATION FOR EXISTING FACILITIES AND REAL PROPERTY AT THE LAKE WALES MUNICIPAL AIRPORT.**

**WHEREAS**, the City of Lake Wales owns and operates the airport known as the Lake Wales Municipal Airport and the City seeks to lease some existing facilities and some additional real property at the airport.


**NOW, THEREFORE, BE IT RESOLVED** by the City Commission of Lake Wales, that:

1. The City Commission approves entering into a lease agreement with Lake Wales Aviation for existing facilities and real property to construct additional facilities at the Lake Wales Municipal Airport.
2. The City Manager is hereby authorized to execute the above referenced Agreement on behalf of the City of Lake Wales.

**THIS RESOLUTION INTRODUCED AND PASSED** by the City Commission of the City of Lake Wales, Polk County, Florida at its regular meeting on April 19, 2016.

  
Mayor/Commissioner, City of Lake Wales

ATTEST:

  
City Clerk, Clara VanBlargan, MMC

## GROUND AND FACILITIES LEASE

This Ground and Facilities Lease ("Lease") is entered into this 17<sup>th</sup> day of MAY, 2016 ("Effective Date"), by and between the City of Lake Wales, a Florida municipal corporation ("CITY"), and Lake Wales Aviation, Inc., a Florida corporation ("Tenant").

### RECITALS:

A. CITY owns and operates the airport known as the Lake Wales Municipal Airport (the "Airport"), said Airport being depicted generally on the Airport Layout Plan for the Airport attached as **Exhibit "A"**.

B. Tenant will occupy some existing facilities in the Airport Administration Building within the Airport and will also occupy some additional real property (the Additional Premises, which is further described below) within the Airport on which Tenant will construct additional facilities (the Tenant Improvements, which are further described below) pursuant to the terms and conditions of this Lease.

C. Tenant will be responsible for providing design and construction of the Tenant Improvements upon the Additional Premises, as provided below, all in accordance with the terms and conditions of this Lease.

D. If CITY and Tenant are able to reach agreement upon the design and completion date for the Tenant Improvements in accordance with the terms and conditions of this Lease, then a mutually agreed upon design completion date will be described in the Approved Tenant Development Plan (as such term is defined below). In such event, the parties shall execute a certificate accepting final design, price and completion date ("Certificate of Acceptance of Final Design") and the Tenant shall cause the Tenant Improvements to be constructed in accordance with the terms and conditions of this Lease and the Approved Tenant Development Plan.

E. CITY and Tenant desire to set forth their agreement regarding the lease by Tenant of the Premises (as such term is defined below), the development of the Additional Premises, and the respective rights and obligations of CITY and Tenant regarding the use and operation of the Premises and the Airport.

In consideration of the mutual covenants, terms, privileges and obligations set forth herein, CITY and Tenant hereby agree as follows:

### 1. Termination of Existing Leases and Agreements

A. Tenant acknowledges that the Fixed Base Operator's Franchise Agreement, dated October 31, 1995, between the City and Tenant, has been terminated and Tenant disavows, other than as set forth herein, any of its rights pursuant to the terms of said Fixed Base Operator's Franchise Agreement. The Tenant waives any claim to rent

*[Handwritten signatures]*

credits, loan balances or any such related claim against the CITY under said Fixed Base Operator's Franchise Agreement.

B. The existing T-Hangar Lease and the existing Campground Lease shall remain in effect until such time as the CITY elects to take over operations as to each of said leases. Tenant shall be given no less than thirty (30) days prior notice of the CITY's intention to assume responsibility for operations pursuant to the terms of either of said leases.

C. The two existing Leases in which Tenant has leased airport property to agricultural assistance operations shall be assigned to the CITY upon the Effective Date of this Lease.

D. The CITY shall provide no less than thirty (30) days prior notice to Tenant of the CITY's intent to assume responsibility for operation of the fuel farm and the sale of aviation fuel. Tenant shall receive a discount of **thirty cents (\$0.30)** per gallon from the posted price per gallon for each gallon of aviation fuel that Tenant purchases from the CITY or its assignee during the term of this Lease.

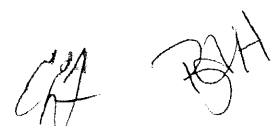
## 2. PREMISES

A. Tenant may continue to occupy that portion (the "Administration Building Space") of the Airport Administration Building that Tenant occupied under the Fixed Base Operator's Franchise Agreement, including the covered open area lying on the West side of the building, except for those areas designated in red in **Exhibit "B"** attached to this Lease. In the City's sole discretion, the areas identified in **Exhibit "B"** which may be occupied by Tenant may be physically separated at the CITY's expense from the remainder of the Airport Administration Building.

B. Tenant, may, at its own expense, make leasehold improvements to the Administration Building Space and other building areas which it controls, including, but not limited to, enclosure of the covered open area lying on the West side of the building. Any such improvements shall become the property of the City upon termination of the Lease, except all movable trade fixtures and equipment installed by Tenant shall be and remain the property of Tenant and may be removed by Tenant at any time. Improvements which Tenant elects to make will not affect the monthly rental rate.

C. Tenant shall be allowed to construct upon that portion of the Airport property as shown on **Exhibit "C"**, consisting of approximately 10,000 square feet (the "Additional Premises"), a new building to support its skydiving operation and such other businesses as may be consistent with the Airport Master Plan as determined by the CITY. The new building shall be subject to the requirements and conditions set forth in this Lease. The Additional Premises shall be more particularly described in a survey which Tenant shall obtain at its expense prior to the commencement of any construction upon the Additional Premises.

D. The provisions of this Lease shall apply to the Administration Building



Space and to the Additional Premises, together with all improvements constructed or placed thereon, which are collectively referred to in this Lease as the "Premises".

E. If, in the future, the CITY discontinues its use of the remaining portion of the Airport Administration Building not within the Administration Building Space, then CITY agrees and hereby gives to Tenant a first right of refusal to lease such portion of the Airport Administration Building not used by the CITY, at such rent to be mutually agreed upon by CITY and Tenant.

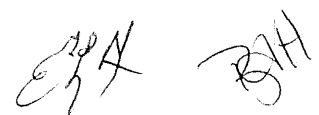
F. Tenant shall have a nonexclusive right during the term of this Lease to use all common areas of the Airport Administration Building, such right and use to be shared with other tenants and invitees of the CITY in such common areas.

### 3. DEMISE OF PREMISES

A. Subject to the terms and conditions set forth in this Lease, CITY hereby demises and leases to Tenant, and Tenant hereby leases from CITY, the Premises. The permitted use of the Additional Premises by Tenant is described in Section 2.C above. In addition, in conjunction with and appurtenant to its leasehold interest in the Premises, Tenant shall have a nonexclusive right to use at no additional cost, in accordance with all Airport Standards, and only to the extent necessary in conjunction with Tenant's use of the Administration Building Space and the Additional Premises, the CITY's master drainage, retention and/or water management systems, utility access rights of way, road and vehicular accesses, and taxiways to the extent they exist from time to time at the Airport.

B. Tenant hereby leases the Premises subject to, and Tenant hereby agrees to comply at its own cost with, the following, as applicable, which shall collectively be referred to as the "Airport Standards": (a) all applicable building codes, zoning regulations, and municipal, county, state and federal laws, ordinances and regulations governing or regulating the Premises or its uses; (b) all covenants, easements and restrictions of record; (c) all governmental permits applicable or affecting the Premises now and in the future, such as stormwater and other environmental permits; (d) Airport Rules and Regulations; (e) CITY's Airport Minimum Development Standards; (f) the Minimum Standards for Commercial Aviation Operators; (g) the Airport Security Plan; (h) the Airport Emergency Plan; and (i) the adopted Master Plan applicable to the Airport; all as the same may be enacted and amended from time to time. However, if any change after the Effective Date shall unreasonably limit or restrict Tenant's use of the Premises for its skydiving operations, then Tenant shall have the option to terminate this Lease, upon which event CITY shall pay to Tenant the value of the remaining useful life of the Tenant Improvements.

4. **CONDITION OF PREMISES:** Tenant has inspected the Premises and performed any desired physical or environmental assessment of the Premises and acknowledges that CITY is not obligated to provide additional utility lines, roadways, taxi ways, or other facilities. Tenant accepts the Premises in its "AS-IS" condition. Tenant acknowledges that CITY has made no representations or warranties relating to the condition of the Premises for any particular use, and CITY shall have no obligation





whatsoever to repair, maintain, renovate or otherwise incur any cost or expense with respect to the Premises, except as expressly set forth in this Lease.

## 5. CONSTRUCTION OF IMPROVEMENTS BY TENANT

### A. Tenant Development Plan:

(1) Within six (6) months from the Effective Date of this Lease, with an extension as agreed to by Tenant and CITY if necessary, Tenant shall submit a Tenant Development Plan to the City Manager or his designee for approval as set forth herein. If Tenant fails to submit a Tenant Development Plan to the CITY within this period, CITY may, at any time prior to submission of a Tenant Development Plan to CITY, terminate the portion of this Lease applicable to the Additional Premises, and only such portion, immediately by written notice to Tenant, notwithstanding anything to the contrary herein.

(2) The Tenant Development Plan must include a specific description of all improvements to be initially designed and constructed upon the Additional Premises by Tenant (the "Tenant Improvements"). The Tenant Development Plan must be sufficient in all respects to allow CITY to evaluate it for compliance with the requirements of this Lease, including all Airport Standards. In addition, the Tenant Development Plan also must include: (a) a time line for the design and construction of the Tenant Improvements by Tenant with no less than four specific benchmark dates, consisting of a date for construction commencement and for completion for all construction, as well as dates for at least two other significant events in the construction of the Tenant Improvements (the "Benchmarks"); (b) designations and restrictions for the use of certain areas on the Additional Premises; (c) the total cost for the Tenant Improvements; and (d) any other pertinent information regarding the development of the Additional Premises. The Tenant Development Plan must comply with all Airport Standards.

(3) Within thirty (30) days of receipt of the proposed Tenant Development Plan, the City Manager or his designee shall review and approve or disapprove, not to be unreasonably withheld, the proposed Tenant Development Plan submitted by Tenant. The sole method of acceptance of the Tenant Development Plan by CITY is execution by the City Manager or his designee of a notice of acceptance of the final design. The failure of the City Manager or his designee to respond to any submission by Tenant within the required time period shall not be deemed an acceptance. The Tenant Development Plan as finally approved by the City Manager or his designee shall become the "Approved Tenant Development Plan." The Approved Tenant Development Plan may be modified by Tenant only if such modifications are approved in advance and in writing by the City Manager or his designee, in his or her sole discretion.

(4) If the City Manager disapproves the Tenant Development Plan or any subsequently submitted modified Tenant Development Plan, the City Manager or his designee will inform Tenant in writing of his or her disapproval with details as to the reasons for such disapproval and/or requests for further clarification of the Tenant Development Plan elements. Tenant shall respond within thirty (30) days with a modified Tenant Development Plan or subsequent modified Tenant Development Plan. Modified Tenant

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Development Plans submitted by Tenant may include revised dates as compared to previously submitted Tenant Development Plans to account for delays necessitated by resubmission. The parties agree to negotiate in good faith to resolve any conflicting issues that may arise, but if the parties cannot agree to a Tenant Development Plan and execute a notice of acceptance of the final design within thirty (30) days of the CITY's receipt of the proposed or modified Tenant Development Plan, CITY or Tenant may terminate the portion of this Lease applicable to the Additional Premises, and only that portion, by ten (10) days prior written notice to the other and, in that event, no recourse or damages shall be available to either party. During such termination notice period, Tenant may choose to accept any proposed Tenant Development Plan which the City Manager or his designee previously provided, in writing to Tenant, would be acceptable, and in such event the termination by CITY shall be revoked.

(5) In the event that Tenant fails to timely complete a Benchmark, except due to force majeure or the act or omission of CITY, then the CITY may terminate the portion of this Lease applicable to the Additional Premises, and only that portion, notwithstanding Section 23, if Tenant does not complete such Benchmark within thirty (30) business days after written notice from CITY to Tenant demanding that Tenant complete such Benchmark within thirty (30) business days after the date of such notice. The Benchmark of completion of all construction shall be fulfilled when applicable temporary and/or permanent certificates of occupancy or equivalent approvals have been issued for all structures shown on the Tenant Development Plan. The determination of completion of any other Benchmarks shall be at CITY's reasonable judgment, which shall be exercised in good faith.

B. Construction by Tenant:

(1) During the term of this Lease, Tenant may, with the prior written approval of the City Manager or his designee, construct, add to or alter the Tenant Improvements on the Additional Premises and/or other improvements within the Premises, subject to all terms and conditions set forth herein. Any such construction, including construction of the Tenant Improvements or other tenant improvements and any addition or any alteration thereof, will be performed in a workmanlike manner in accordance with all applicable governmental regulations and requirements and the Airport Standards and shall not weaken or impair the structural strength of any existing improvement or reduce the value of the Premises or any improvements thereon. The approval of the City Manager or his designee shall not be required for interior alterations or improvements within the Premises, provided that such interior alterations or improvements do not require Tenant to obtain a building permit pursuant to City Ordinance for such interior alterations or improvements. Within thirty (30) days of completion of any construction during the term hereof, including the Tenant Improvements and any other improvement and any addition or any alteration to either, Tenant shall provide a complete set of as-built drawings of same to CITY, along with a certification of construction costs for all permanent improvements, plus, to the extent not shown in the as-built drawings, additional drawings showing the location and details of installation of all equipment, utility lines, heating, ventilating, air-condition ducts and related matters. Tenant shall keep all said drawings current by updating the same in order to reflect thereon any changes or modifications which may be made in or to the Premises and shall provide such updates to CITY within thirty (30) days of

such change of modification.

(2) Design and construction specifications and documents for the Tenant Improvements must be reviewed and approved in writing for conformance with the Tenant Development Plan by the City Manager or his designee prior to commencement of construction. The design documents for any construction, including the Tenant Improvements and any addition or any alteration thereof, must be prepared by appropriately licensed design professionals and must be reviewed and approved in writing for conformance with the Airport Standards and, in the case of the Tenant Improvements, the Tenant Development Plan, by the City Manager or his designee prior to commencement of construction.

(3) Unless expressly waived in writing by the CITY, all construction, including the Tenant Improvements and any additions or any alterations thereof, the cost of which (including any site preparation, demolition or other related work) will exceed the sum of \$50,000.00, Tenant shall obtain and provide performance and payment bonds, or an unconditional letter of credit, in the penal sum of 100% of the cost of the work and also naming CITY as the obligee or beneficiary thereunder.

6. **QUIET ENJOYMENT AND AIRPORT MAINTENANCE:** So long as Tenant fully performs all of the material terms and conditions of this Lease, Tenant shall peaceably and quietly have, hold and enjoy the Administration Building Space and the Additional Premises in accordance with the terms and conditions of this Lease.

## 7. **TERM OF LEASEHOLD AND PROHIBITION AGAINST SUBLEASING**

A. Term for Administration Building Space: The term of this Lease for the Administration Building Space shall begin on the Effective Date for an initial period of ten (10) years, with two (2) additional periods of five (5) years each. Tenant shall provide to CITY not less than thirty (30) days written notice of its intention to extend for any additional period prior to the termination of the existing term period for the Administration Building Space.

B. Term for Additional Premises: The term of this Lease for the Additional Premises shall begin on the Effective Date of this Lease, and it shall run for a period of thirty (30) years thereafter unless sooner terminated in accordance with the terms and provisions hereof.

### C. Option To Terminate Lease After 10 Years:

(1) At its election, CITY may terminate this Lease after a period of ten (10) years after the Effective Date by written notice of such termination given to Tenant no less than six (6) months prior to the effective date of such termination and by paying to Tenant the value of the remaining useful life of the Tenant Improvements, together with a fifteen percent (15%) premium therefor. The remaining useful life shall be determined by a State Certified General Real Estate Appraiser selected by the CITY. CITY, at its discretion, may elect to terminate this Lease in the manner contemplated by this subparagraph at any time subsequent to the initial ten (10) year period contemplated hereby.

(2) At its election, Tenant may terminate this Lease after a period of ten (10) years after the Effective Date by written notice of such termination given to CITY no less than six (6) months prior to the effective date of such termination. If Tenant should exercise its right hereunder for early termination of this Lease, CITY shall have no obligation to pay Tenant for the remaining useful life of the Tenant Improvements. Tenant, at its discretion, may elect to terminate this Lease in the manner contemplated by this subparagraph at any time subsequent to the initial ten (10) year period contemplated hereby.

D. Tenant shall not sublease in any manner the Premises nor any portion thereof during the term of this Lease or any extension thereof without the express written consent of the CITY, which shall not be unreasonably withheld.

## 8. RENTS AND FEES PAYABLE TO CITY


A. Tenant agrees to pay to the CITY, monthly in advance, without right of abatement or setoff, on or before the first (1st) day of each calendar month, the following, plus any sales or use tax imposed thereon:

(1) The monthly rental ("Base Rent") for the Administration Building Space for the first year of the term of this Lease shall be in the amount of **\$3,000.00** per month, with the first such payment due on the Effective Date. Thereafter, the Base Rent shall increase at the rate of **2.5%** or the increase in the Consumer Price Index, whichever is greater, each year on the anniversary date of this Lease.

(2) The monthly rental (the "Additional Premises Rent") for the Additional Premises shall be **ten cents (\$0.10)** per square foot of the Tenant Improvements upon the Additional Premises per annum, with the first such payment due on the date that CITY accepts a Tenant Development Plan in accordance with Section 5 above (the "Commencement Date"). The square foot calculation shall include an apron surrounding the footprint of the Tenant Improvements of not less than five (5) feet in all directions. The Additional Premises Rent shall be adjusted on each anniversary of the Commencement Date based on the net change of the Consumer Price Index (CPI), or similar successor index then currently being used by CITY. In no event shall the Additional Premises Rent be adjusted downward during the term of this Lease.

B. During the term of this Lease in which Tenant continues to occupy the Administration Building Space, common utility costs, including electricity, water, wastewater, garbage disposal, and any other applicable utility costs, shall be divided as follows: **Eighty-five percent (85%) to Tenant and fifteen 15% to CITY** based upon occupied square footage. If Tenant elects to enclose the covered unenclosed area, the percentages shall be recalculated based upon occupied square footage. If either party obtains separate meters or separate utility services, the division of the affected utility expense(s) shall be recalculated in a reasonable manner so that each party will be responsible for payment of its fair share of such affected utilities that are still under a common invoice.

C. Tenant and/or Phoenix Air, Inc., d/b/a Florida Skydiving Center, or any

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other entity affiliated in any way with Tenant, shall collect and remit to the CITY a jump fee for each skydiver which takes off from the Airport. The jump fee for the first year of this Lease shall be **thirty cents (\$0.30)** per skydiver. The jump fee for the second year of this Lease shall be **sixty-five cents (\$0.65)** per skydiver. The jump fee for the third year of this Lease shall be **one dollar (\$1.00)** per skydiver. Subsequent to the initial three year period, the jump fee shall increase at the rate of **2.5%** or the increase in the Consumer Price Index, whichever is greater, each year on the anniversary date of this Lease. The records relating to the collection and remittance of this fee shall be governed in accordance with Section 9 below.

D. In the event Tenant's possession, use, and occupancy of the Administration Building Space or Additional Premises or any portion thereof shall start or terminate on a date other than the first day of a calendar month, then the rent for such portion of the Premises will be prorated to reflect the actual number of days during which the Tenant will have enjoyed the possession, use, and occupancy of such portion of the Premises.

E. Tenant agrees to pay to CITY, within fifteen (15) days of receipt of invoice, for non-recurring charges that become due to CITY under this Lease.

F. In the event any required payment is not made by Tenant when due, CITY shall be entitled to, and Tenant will pay to CITY, interest at the rate of eighteen percent (18%) per annum on all amounts unpaid accruing from the date such amount was due. In addition, Tenant shall pay ten dollars (\$10.00) dollars per calendar day that any report required under this Lease is delinquent; said charge shall begin for each such report twenty (20) days after the CITY sends written notice to Tenant that such report is delinquent and shall continue until such report is received by CITY.

G. CITY reserves the right to establish, from time to time, by City resolution, landing fees that may be applicable to Tenant, its guests, and its business invitees.

H. Should *ad valorem* taxes be assessed against the Premises, Tenant shall be responsible for payment of all such taxes or assessments as set forth in Section 16 hereof.

I. Default by Tenant as to any of the foregoing requirements, which is not cured as provided in Section 23.B hereof, shall result in a vesting of title to the Premises, including the Tenant Improvements upon the Additional Premises, as previously described, in the CITY as provided in Section 23.B hereof.

9. **REPORTS, RECORDS AND AUDITS:** Tenant shall maintain all records showing compliance with any legal or regulatory requirements. Tenant shall maintain all such records for the duration specified by law. If not specified by law, Tenant shall maintain all such records for no less than four (4) years. Books and records of Tenant shall be stored in such manner to provide reasonable and expeditious access, without cost to the CITY, for audit or inspection purposes hereunder.

## 10. UTILITIES

A. Tenant shall be responsible for coordinating and paying for its utilities directly with and to utility providers. Where possible, utilities shall be separately metered and Tenant shall pay such charges directly to the respective utility company or agency.

B. CITY has provided some utility infrastructure on the Airport property and Tenant has familiarized itself with such infrastructure and determined what else Tenant must install to meet Tenant's needs. Tenant shall be responsible for the construction and expense of all utility improvements and connections on and to the Additional Premises except those that already exist on the Effective Date. In the event that installation of a fire hydrant is necessary in order for Tenant to have sufficient fire protection service to the contemplated Tenant Improvements, Tenant shall be responsible for the installation of the fire hydrant and related infrastructure in compliance with all applicable codes.

C. Tenant waives any and all claims against CITY for compensation for any and all loss or damage sustained by reason of any defect, deficiency, or impairment of any utility system unless such loss or damage was caused by the willful act or gross negligence of CITY.

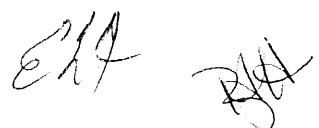
D. CITY reserves the right for itself and others to use existing utility easements over, under or across the Additional Premises, and to grant necessary utility easements, provided that the exercise of such rights causes no interference with Tenant's use of the Additional Premises, except reasonable temporary interference occasioned by installation of facilities associated with such easements. CITY shall repair any damage to the Additional Premises and improvements thereon caused by CITY as a result of the exercise of such reserved rights. CITY also reserves the right to utilize any existing surface and underground pipes, pumps, utility lines or hydrant systems on the Additional Premises as are necessary to supply utility service to other portions of the Airport or to lessees thereon. When exercising its reserved rights under this paragraph, except in the event of an emergency, CITY shall provide to Tenant prior reasonable notice of proposed changes and copies of any written plans, shall reasonably coordinate with Tenant, and shall use best efforts to be the least intrusive to Tenant's operations as commercially practicable.

E. During the term of this Lease, CITY shall provide and supply, at CITY's expense, subject to the provisions of Section 8.B. above, the following utilities to the Administration Building Space for Tenant's use: electricity (including for HVAC service), potable water, sewage disposal, and trash removal.

11. **OWNERSHIP OF IMPROVEMENTS:** Tenant shall have title to and ownership of all improvements constructed by Tenant while this Lease is in effect. Title to all permanent improvements on the Additional Premises shall vest in CITY at the expiration or early termination of this Lease. All property located or installed on the Additional Premises shall be dealt with according to Section 23.D hereof.

## 12. **FACILITIES, MAINTENANCE AND REPAIR**

A. Additional Premises: Tenant shall maintain and repair the Additional Premises as follows:



(1) In the operation of Tenant's activities within the Additional Premises, Tenant will design, develop, construct, manage, maintain, repair, and pay for the following in connection with the Additional Premises:

(a) All leasehold improvements, decorations, equipment, furnishings, automobile parking, drainage, necessary finishes, electrical, telephone, communication conduit and accessories piping, duct work, and fixtures within the Additional Premises as required by Tenant in the conduct of its business at the Additional Premises, including, but not limited to, fencing, lighting, roadways and any apron area located inside the Additional Premises.

(b) Connections of all utilities supplied to the Additional Premises, including, but not limited to, underground utility lines and connections from the improvements as desired within the Additional Premises.

(2) All janitorial service and requirements, landscaping, and daily routine clean-up work to keep the Additional Premises in good and tenantable condition throughout the term of this Lease.

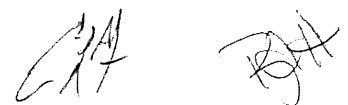
(3) Tenant, at its sole cost and expense, shall maintain or cause to be maintained the Additional Premises and the improvements and appurtenances thereto at all times in a safe and neat condition, free of unsightly conditions and in good physical repair consistent with good business practice.

(4) Tenant shall maintain and repair all equipment on the Additional Premises, including any drainage installations, paving, curbs, islands and improvements, and Tenant shall repaint and repair such buildings and facilities on the Additional Premises as shall be reasonably necessary from time to time.

(5) Tenant shall have responsibility for detection and removal of any foreign object debris, as that term is generally understood in the aviation industry, on the Additional Premises, and Tenant shall be responsible for removal of any foreign object debris that is not on the Additional Premises if it is reasonably clear that it came from the Additional Premises or the operations thereon. Tenant shall also have responsibility for removal of any other debris from the Additional Premises. Any claims, demands, suits, or loss, including any and all outlay and expense connected therewith arising due to or in connection with foreign object debris covered by this section shall be subject to Section 14 of this Lease.

B. Administration Building Space: Tenant and CITY shall maintain and repair the Administration Building Space as follows:

(1) Tenant, at Tenant's expense, shall maintain and repair all non-structural portions of the interior of the Administration Building Space, so that it remains in substantially the same condition the Administration Building Space existed upon the Effective Date of this Lease, except for: (i) ordinary and reasonable wear and tear; (ii) damage by fire, wind, or other casualty; (iii) exterior surfaces; and (iv) those other items which the CITY is



required to maintain and repair as expressly set forth below. Without limitation, Tenant shall: (a) maintain the Administration Building Space in a clean and sanitary condition and neat appearance; (b) maintain the interior surfaces of the walls of the Administration Building Space; (c) maintain all sinks, toilets, windows and doors in the Administration Building Space; and (d) not accumulate, nor permit the accumulation of, trash, refuse, debris, or anything that would create a disorderly or unsanitary condition, a fire hazard, nuisance, or an unsafe condition upon, about, or within the Administration Building Space.

(2) CITY shall pay and be responsible for: (a) all maintenance and repairs to all portions of the Airport Administration Building other than the Administration Building Space, including without limitation the painting of and other required maintenance to the exterior surfaces of this building; (b) all maintenance and repairs to the sidewalks, parking areas, driveways and yard on or about the Airport Administration Building, including without limitation keeping such areas in a clean, neat and sanitary condition, free of rubbish; (c) all maintenance and repairs to the structural portion of the Airport Administration Building, including the Administration Building Space, such as the roof, weight bearing walls and columns, footings, foundations, and structural floors of the building, so that they shall be kept and maintained in substantially the same condition they existed upon the Effective Date of this Lease; and (d) all maintenance and repairs to the water, gas, electrical, plumbing, heating, ventilating, air conditioning, and all other mechanical and/or utility equipment/systems servicing the Administration Building Space, so that they shall be kept in good working condition adequate for Tenant's use.

C. Garbage and Waste Material Disposal: Tenant will be responsible for the removal and disposal of garbage, debris, contaminants and any other waste material (whether solid or liquid) arising out of its occupancy of the Premises or out of its operation. Such removal will conform to all governmental requirements and regulations and the Airport Standards. Tenant shall not dispose or permit any other person to dispose of any waste material taken from or products used with respect to its aircraft into the sanitary or storm sewers at the Airport (whether liquid or solid), except in locations designated by CITY for such waste or unless such waste material or products have first been properly treated by equipment installed with the approval of CITY for that purpose and unless all appropriate permits have been obtained. Such removal and disposal of garbage, debris, contaminants, or other waste material is understood to include routine, daily clean-up of the Additional Premises.

D. Tenant shall repair all damage to the Premises caused by its employees, subtenants, licensees or visitors, or arising out of its operation thereon.

E. The City Manager or his designee in his or her discretion, reasonably exercised, shall be the judge of the quality of maintenance, repair, cleaning, and other Tenant responsibilities under this section. Upon written notice by the City Manager or his designee to Tenant, Tenant shall be required to perform reasonable maintenance, repair, or cleaning that the City Manager or his designee deems necessary. If such maintenance, repair, or cleaning or reasonable steps to undertake such work are not commenced by Tenant within five (5) days after receipt of such written notice, CITY shall have the right to enter upon the Premises and perform the necessary maintenance, repair, or cleaning, the cost of which, including a fifteen (15) percent administrative charge, shall be borne by Tenant. Payment for

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such work performed by the CITY shall be made by Tenant within fifteen (15) days after billing by the CITY for the same. Notwithstanding the above, CITY may require any immediate maintenance, repair, or cleaning affecting safety or the security of the Airport as determined in writing by the City Manager or his designee in his or her sole discretion and if Tenant cannot be reached or does not immediately carry out such work, CITY shall have the right to immediately enter upon the Premises and perform the necessary work, the cost of which, including a fifteen (15) percent administrative charge, shall be borne by Tenant. CITY reserves the right to enter and inspect the Premises at any reasonable time throughout the term of this Lease in the execution of its governmental and proprietary functions or to ensure compliance with this Lease.

F. CITY may enter upon the Premises as need be to provide adequate protection and utilities to any portion of its property, but such must be done in a reasonable manner and shall not unreasonably interfere with Tenant's use of the Premises.

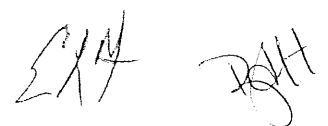
G. CITY will cooperate with Tenant in any efforts to obtain funds from federal or state airport grants and other federal or state funds.

H. Tenant may install equipment within the Premises to be used in Tenant's business and Tenant may, at Tenant's expense, remove said equipment at the expiration or sooner termination of this Lease.

### 13. DAMAGE OR DESTRUCTION OF PREMISES:

A. Additional Premises: If during the term of this Lease, the Additional Premises or any buildings or structures which may be a part of the Additional Premises are damaged or destroyed by fire or other casualty, Tenant shall immediately notify Tenant's property insurance carrier of the occurrence, provide CITY with a copy of such notification and, as soon as practicable, clean up, remove and properly dispose of all debris from the damaged or destroyed site and shall bring that portion of the Premises to a safe and stable condition. Tenant shall restore or rebuild the Additional Premises or any building or structure as soon as practicable. Tenant shall reconstruct, rebuild or restore the Additional Premises in a good and workmanlike manner to a like or better condition than existed prior to such damage or destruction and shall, within sixty (60) days after the occurrence of such damage or destruction, provide CITY with written notice of a schedule for such reconstruction, repair or restoration. Tenant shall begin such reconstruction, repair or restoration within ninety (90) days after the occurrence of such damage or destruction. The period of time for Tenant to complete the reconstruction, repair or restoration may be extended for delays caused by the fault or neglect of CITY or because of acts of God, acts of public agencies, fires, freight embargoes, inclement weather, or other contingencies beyond the control of Tenant. Notwithstanding the foregoing, if the damage to the Additional Premises exceeds thirty (30%) percent of its replacement value, then Tenant may elect not repair or rebuild the damaged portion and, in such event, this Lease shall be deemed terminated as to the Additional Premises, and only such portion, upon notice to CITY of such election and Tenant shall assign or pay to CITY all of the insurance proceeds payable as a result of such damage.

B. Airport Administration Building: If during the term of this Lease, the



Airport Administration Building or any buildings or structures which may be a part of the Airport Administration Building are damaged or destroyed by fire or other casualty, CITY shall immediately notify CITY's property insurance carrier of the occurrence, provide Tenant with a copy of such notification and, as soon as practicable, clean up, remove and properly dispose of all debris from the damaged or destroyed site and shall bring that portion of the Airport Administration Building to a safe and stable condition. CITY shall restore or rebuild the Airport Administration Building or any improvement therein as soon as practicable. CITY shall reconstruct, rebuild or restore the Airport Administration Building in a good and workmanlike manner to a like or better condition than existed prior to such damage or destruction and shall, within sixty (60) days after the occurrence of such damage or destruction, provide Tenant with written notice of a schedule for such reconstruction, repair or restoration. CITY shall begin such reconstruction, repair or restoration within ninety (90) days after the occurrence of such damage or destruction. The period of time for CITY to complete the reconstruction, repair or restoration may be extended for delays caused by the fault or neglect of Tenant or because of acts of God, acts of public agencies, fires, freight embargoes, inclement weather, or other contingencies beyond the control of CITY. Notwithstanding the foregoing, if the damage to the Airport Administration Building exceeds thirty (30%) percent of its replacement value, then CITY may elect not repair or rebuild the damaged portion and, in such event, this Lease shall be deemed terminated as to the Administration Building Space, and only such portion, upon notice to Tenant of such election and CITY shall reimburse Tenant for any improvements which Tenant has made to the Airport Administration Building.

#### 14. **INSURANCE REQUIREMENTS**

A. General. Tenant shall purchase and maintain insurance required in this section to protect Tenant and CITY throughout the duration of this Lease. All policies shall be written on a per occurrence basis and not a claims-made basis, unless otherwise approved in writing by the City Manager or his designee, in the event that a per occurrence policy is not available. All policies shall be written in form and amounts and with companies satisfactory to CITY. Tenant shall name CITY, its elected and appointed officials, employees and agents as additional insured on all policies except workers compensation insurance. All coverage required hereunder shall be primary without a right of contribution from any other insurance or similar protection that is carried by or on behalf of the additional insureds. CITY shall have no liability for any premiums charged for such coverage, and the inclusion of CITY as an additional insured is not intended to, and shall not make, CITY a partner or joint venturer with Tenant in its operations at the Airport. All insurance policy limits indicated below are the minimum limits required in order for the Tenant to operate on the Premises and do not contractually release or limit the Tenant from additional liability for any loss associated with these coverages that may exceed those minimum limits.

##### B. Required Insurance.

(1) Workers Compensation Insurance: If applicable, Tenant shall procure and maintain during the term of this Lease, worker's compensation insurance, including employer's liability coverage, in accordance with all applicable Florida Statutes.

(2) Commercial General Liability Insurance: During the term of this

Lease, Tenant shall procure and maintain during the term of this Lease a policy of commercial general liability insurance on a per occurrence basis with limits of liability not less than **\$1,000,000** per occurrence and aggregate combined single limit, for personal injury, bodily injury and property damage. Coverage shall include the following: (a) contractual liability, (b) premises and operations, (c) products and completed operations, (d) independent contractors coverage, (e) personal and advertising injury, and (f) deletion of explosion, collapse and underground (XCU), where applicable. Coverage shall be no less comprehensive and no more restrictive than the coverage provided by a standard form Commercial General Liability Policy (ISO CG 0001 with standard exclusions "a" through "o" or an equivalent acceptable to CITY. Any additional exclusions shall be submitted with the certificate of insurance and shall be subject to the review and approval of the CITY. The policy shall be endorsed to provide an Aggregate per Location Endorsement.

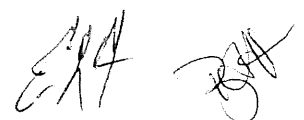
(3) Umbrella/Excess Insurance: The general liability and automobile liability insurance requirements above may be satisfied with a combination of primary and Umbrella/Excess Insurance. The Umbrella/Excess Insurance shall also be written on a per occurrence basis unless otherwise approved by CITY and shall include the same endorsements as required of the primary policy(ies).

(4) Property Insurance on Additional Premises: Tenant shall procure and maintain during the term of this Lease, property insurance on the improvements upon the Additional Premises, in a form at least as broad as the standard Insurance Services Office special cause of loss form, and flood insurance covering all currently existing buildings as well as any new buildings constructed on the Additional Premises. These policies shall insure, and shall be sufficient to cover the replacement value of, all improvements installed on the Additional Premises, and all fixtures, furnishings, equipment and decoration kept, furnished or installed on the Additional Premises. The insurance policy(ies) secured pursuant to this section shall provide coverage on a replacement cost basis. In the event Tenant is unable to obtain such property insurance on the improvements upon the Additional Premises at a cost acceptable to Tenant, Tenant shall have the option to require the CITY to obtain such insurance and, in such event, Tenant shall pay the CITY the prorata portion of the premium applicable to the improvements upon the Additional Premises.

(5) Builder's Risk Insurance: Tenant shall purchase a builder's risk insurance for the full value of the improvements to be constructed pursuant to the Tenant Development Plan and shall maintain such insurance until all certificates of occupancy have been issued. For any building later constructed, Tenant shall purchase builder's risk insurance for the full value of the building to be constructed and shall maintain such insurance until all certificates of occupancy have been issued.

C. Subcontractors: Tenant shall require that any of its agents and subcontractors who perform work and/or services pursuant to the provisions of this Lease carry commercially reasonable insurance coverage commensurate with their use or access as consistent with industry standards for that use or access.

D. Proof of Insurance: Tenant shall provide to CITY a certificate or certificates of insurance evidencing all required insurance coverages. Tenant may not operate



under the terms of this Lease until all required certificates and endorsements have been submitted and approved by CITY. Tenant promptly shall submit a certificate and any endorsement to CITY whenever a new policy is obtained or when requested by CITY. Upon request by CITY, Tenant promptly shall provide a copy of any policy or endorsement to CITY.

E. Cancellation or Material Changes to Policy: In the event of cancellation or material change to any policy that would adversely affect the interests of the additional insureds, such cancellation or change shall not be effective as to the additional insureds until thirty (30) days after issuance of notice to the certificate holders or ten (10) days in the event of cancellation due to non-payment of premium.

F. Changes In Coverage Limits: Five (5) years from the Effective Date of this Lease, and every five (5) years from that date forward through the termination of this Lease, the City Manager or his designee shall review and determine whether any of the insurance coverages and/or limits of coverage are insufficient, according to industry standards, to protect CITY from loss associated with Tenant's activities and operations under this Lease. CITY shall provide Tenant with written notice of any required changes in insurance policies and/or policy limits. Tenant shall effect the required changes no later than the next annual renewal of the applicable insurance policy following the date of CITY's written notification. Tenant shall submit to CITY new certificate(s) of insurance indicating that the required changes have been effected. Said certificates shall be submitted to CITY no later than thirty (30) days following the effective date of the affected policies.

15. **INDEMNIFICATION**: Tenant agrees to the fullest extent permitted by law, to indemnify, defend, pay on behalf of, and hold harmless CITY, its elected and appointed officials, its agents, employees and volunteers and others working on behalf of CITY from and against any and all claims, demands, suits, or loss, including any and all outlay and expense connected therewith, including reasonable attorneys fees, and for any damages which may be asserted, claimed or recovered against or from CITY, its elected and appointed officials, employees, volunteers or others working on behalf of CITY, by reason of personal injury, including bodily injury or death, and property damages, including loss of use thereof, to the extent which it arises out of Tenant's operations, including acts or omissions by Tenant's agents, servants, officers, employees, representatives, invitees, patrons, suppliers, and sublessees, independent contractors and their subcontractors.

## 16. **TAXES AND LICENSES**

A. Tenant shall pay all license fees, permit fees and/or any and all taxes necessary or required by law in connection with its occupancy of the Premises or the operation of its business thereon.

B. As of the Effective Date of this Lease, the Premises are exempt from real property taxes and assessments. Tenant shall be fully responsible for payment of any and all taxes, real estate taxes, assessments, and charges levied against the Premises or any part thereof or any improvements thereon, and upon any taxable interest of Tenant acquired in this Lease from and after the Effective Date of this Lease. Tenant shall also be responsible for payment of any and all personal property taxes levied against any personal property placed

upon the Premises by Tenant. Tenant shall pay all such taxes, assessments and charges as the same become due and payable. Upon request, Tenant shall deliver to CITY a copy of Tenant's receipt or other statement showing such taxes, assessments and charges as having been paid prior to delinquency. Taxes for the year in which this Lease is terminated shall be paid upon such termination in a prorated amount equal to one-twelfth (1/12) of the taxes due and payable for the preceding year multiplied by the number of months in the year of such termination which elapsed prior to and including the month of such termination.

C. In the event that by legislative enactment, judicial action or administrative decision, CITY or Tenant shall be determined to be liable for any real estate taxes, or charges in lieu of taxes, or use charge assessed against the Premises or improvements thereon, or any excise or tax on the activities or operations conducted on the Premises, Tenant shall pay the same in the manner provided and shall reimburse the CITY for any such taxes, charges or excises that the CITY may pay, without duplication. After payment, Tenant shall have the right, either in its own name or in the name of the CITY, to contest or litigate in the appropriate tribunal or tribunals the validity of any such assessment or the amount thereof, all at the expense of the Tenant. Tenant shall indemnify and hold harmless CITY against any loss or damage arising from Tenant's contest of said assessment or its failure to pay the same pending final adjudication of the validity of the assessment and/or the amount thereof by court or other tribunal of competent jurisdiction.

## **17. INGRESS, EGRESS, AND SECURITY**

A. Tenant shall have the right of ingress to and egress from the portion of the Airport Administration Building occupied by the Tenant and the Additional Premises subject to the Airport Standards. Subject to Tenant's quiet enjoyment rights, CITY reserves the right to alter or change the routes of ingress and egress.

B. Tenant agrees to comply, as applicable, at all times with the Airport Standards, Federal Aviation Regulations Part 139 (14 C.F.R. Part 139), and Transportation Security Regulations Parts 1500, 1520 1540 and 1542 (49 C.F.R. Parts 1500, 1520, 1540, and 1542), and any other applicable laws, regulations and rules as such currently exist and are amended from time to time ("Security Requirements").

C. Tenant further agrees that it shall be responsible for ensuring Tenant's agents, servants, officers, employees, representatives, independent contractors and their subcontractors, invitees, patrons, and suppliers, shall adhere to the Security Requirements. Tenant agrees to control all persons and vehicles entering any airport restricted area through its leased space in accordance with the Security Requirements and shall provide any and all escorts, as outlined in the Airport's Security Program, at all times.

D. Tenant shall be responsible for obtaining and coordinating any Transportation Security Administration (TSA) required or CITY administered criminal history record checks, fingerprinting, security threat assessments, badging, vehicle decals, and/or other activities required to ensure Tenant's agents, servants, officers, employees, representatives, independent contractors and their subcontractors, invitees, patrons, and

suppliers are in compliance with the Security Requirements, any federal or state requirement, and the terms and conditions of this Lease. Tenant shall be responsible to pay any and all related costs associated with such tasks. If badge holder airport access is deactivated due to badge expiration or suspension or termination of any agents, servants, officers, employees, representatives, independent contractors or their subcontractors, invitees, patrons, and suppliers, or the suspension or termination of this Lease, or such other reasons as may be designated by the City Manager or his designee, the Tenant must immediately report such information to the City Manager or his designee. Tenant is responsible for ensuring all Airport-issued badges are returned to the CITY for any circumstance as described above. In the event the Tenant fails in its responsibilities for proper certifications, background checks or to return such Airport-issued badges upon cessation of employment or other circumstances that require return of a badge, or any cause of action that either singularly or collectively requires CITY to re-badge all currently badged personnel, as required by the Security Requirements, Tenant shall bear the total cost of such re-badging process.

E. Tenant further agrees that any fines levied upon CITY, its officers, employees, agents, and elected or appointed members of CITY's boards and commissions and employees, agents or officers of CITY's boards and commissions pursuant to enforcement of Security Requirements due to acts or omissions by Tenant, Tenant's agents, servants, officers, employees, representatives, independent contractors and their subcontractors, invitees, patrons, and suppliers, shall be borne by Tenant. Tenant further agrees to indemnify and hold harmless CITY, its officers, employees, agents, and elected or appointed members of CITY's boards and commissions, and employees, agents, or officers of CITY's boards and commissions from any and all fines so levied and from any and all claims, demands, liabilities, or expenses of every kind or nature relating to such levy or defense to such levy (including, but not limited to, salary of attorneys employed by CITY) which CITY or any of its officers, employees, elected or appointed officials, or other persons set out above shall or may at any time sustain or incur by reason of or in consequence of such acts or omissions by Tenant. Tenant further agrees to indemnify and hold harmless CITY, its officers, employees, agents, and elected or appointed members of CITY's boards and commissions, and employees, agents, or officers of CITY's boards and commissions from any and all claims, demands and or lawsuits arising out of Tenant's or Tenant's employees' failure to comply with Security Requirements.

F. If warranted pursuant to Airport Standards or TSA regulations and policies, Tenant may have badge/access privileges immediately suspended and/or revoked by the City Manager or his designee for failure to adhere to the Security Requirements or for failure to return all badges within the time frames specified herein.

G. CITY shall have the right to enter upon the Premises and any building located thereon at any reasonable time for any reason. Tenant shall provide to CITY a current copy of all keys, access cards or codes, or similar items necessary gain entry into the Premises and the buildings located thereon.

## 18. ENVIRONMENTAL MATTERS



A. Tenant covenants to comply with all federal, state, and local laws now in effect and as amended, or hereinafter enacted, that deal with the regulation or protection of the environment ("Environmental Laws").

B. As used herein, the term "Hazardous Materials" means and includes any and all substances, chemicals, wastes, sewage or other materials which are now or hereafter regulated, controlled or prohibited by any local, state or federal law or regulation requiring removal, warning or restrictions on the use, generation, disposal or transportation thereof including, without limitation, (a) any substance defined as a "hazardous substance," "hazardous material," "hazardous waste," "toxic substance," or "air pollutant" in the Comprehensive Environmental Response Compensation and Liability Act (CERCLA), 42 U.S.C. Section 9601, et seq., the Hazardous Materials Transportation Act (HMTA), 49 U.S.C. Section 1801, et seq., the Resource Conservation and Recovery Act (RCRA), 42 U.S.C. Section 6901, et seq., the Federal Water Pollution Control Act (FWPCA), 33 U.S.C. Section 1251, et seq., or the Clean Air Act (CAA), 42 U.S.C. Section 7401, et seq., all as amended and amended hereafter, and (b) any hazardous substance, hazardous waste, toxic substance, toxic waste, hazardous material, waste, chemical, or compound described in any other federal, state, or local statute, ordinance, code, rule, regulation, order, decree or other law now or at any time hereafter in effect regulating, relating to or imposing liability or standards of conduct concerning any hazardous, toxic, or dangerous substance, chemical, material, compound or waste. As used herein, the term "Hazardous Materials" also means and includes, without limitation, asbestos; flammable, explosive or radioactive materials; gasoline; oil; motor oil; waste oil; petroleum (including without limitation, crude oil or any fraction (hereof); petroleum-based products; paints and solvents; lead; cyanide; DDT; printing inks; acids; pesticides; ammonium compounds; polychlorinated biphenyls; and other regulated chemical products.

C. Tenant covenants that it shall not, under any circumstance, release or dispose of or cause the release or disposal of Hazardous Materials under or on the Additional Premises or the Airport property in any manner or fashion. Tenant covenants that it shall dispose of such Hazardous Materials off of the Premises at legally appropriate facilities and in accordance with Environmental Laws. Tenant covenants that it shall cause any soil or other portion of the Additional Premises (or if due to the acts or omissions of Tenant, any other portion of the Airport property), which has become contaminated by any Hazardous Material during the term of this Lease, to be decontaminated, detoxified or otherwise cleaned up in accordance with Environmental Laws within a reasonable time following detection.

D. Upon the expiration or earlier termination of this Lease, Tenant shall, at its expense, (a) cause all Hazardous Materials to be removed from the Additional Premises and disposed of in accordance with Environmental Laws; (b) unless otherwise agreed to by the CITY, remove any aboveground or underground storage tanks or other containers installed and used to store Hazardous Materials on the Additional Premises and repair any damage to the Additional Premises caused by such removal; (c) with respect to any aboveground or underground storage tanks that the CITY agrees that Tenant may leave on the Premises, have such tanks inspected and certified as being in compliance with Environmental Laws and in the appropriate circumstance, provide a temporary or



permanent Certificate of Closure for such tanks (in the event that a tank is closed only temporarily, all leak-detection systems must remain in place and be fully operational at the time Tenant surrenders the Additional Premises to the CITY); (d) cause any soil and groundwater on any other portion of the Airport property which has become contaminated by any Hazardous Materials brought to the Additional Premises by or for Tenant or by Tenant's agent, officer, employee, representative, independent contractor and its subcontractors, invitee, patron, supplier, or subtenant to be decontaminated, detoxified or otherwise cleaned up in accordance with the requirements of Environmental Laws and relevant governmental authorities; and (e) otherwise surrender possession of the Additional Premises to the CITY free of contamination attributable to Hazardous Materials in excess of amounts permissible under then current Environment Laws. Tenant shall have no liability under this section for conditions that existed on the Additional Premises prior to the Effective Date.

E. Tenant shall indemnify the CITY, its elected or appointed officials, officers and employees, defend them with counsel reasonable and acceptable to the CITY, and hold them free and harmless from any and all liabilities, damages, claims, penalties, fines, settlements, causes of action, costs or expense, including reasonable attorneys' fees, environmental consultant and laboratory fees and the costs and expense of investigation and defending any claims or proceedings, resulting from or attributable to (a) the presence, disposal, release or threatened release of any Hazardous Material if due to the acts or omissions of Tenant, (b) any personal injury (including wrongful death) or property damage (real or personal) arising out of or relating to such Hazardous Material; (c) any lawsuits or administrative order relating to such Hazardous Material; or (d) any violation of any laws applicable to such Hazardous Material.

F. Tenant shall indemnify the CITY, its elected or appointed officials, officers and employees, defend them with counsel reasonable and acceptable to the CITY, and hold them free and harmless from any and all liabilities, damages, claims, penalties, fines, settlements, causes of action, costs or expense, including reasonable attorneys' fees, environmental consultant and laboratory fees and the costs and expense of investigation and defending any claims or proceedings, to the extent that any of the above result from or are attributable in any way from the violation of any of the Environmental Laws by Tenant, Tenant's agents, servants, officers, employees, representatives, independent contractors and their subcontractors, invitees, patrons, suppliers, and sublessees.

G. Tenant's indemnification, defense, and hold harmless obligations under this Section 18 are in addition to any obligations, covenants, or representations under Section 17.

## 19. MISCELLANEOUS OBLIGATIONS OF TENANT

A. Business Conduct. Tenant shall conduct its operation hereunder in an orderly and proper manner so as not to unreasonably annoy, disturb, endanger or be offensive to others at or near each portion of the Premises.

B. Sound Level. Tenant shall take all reasonable measures to reduce to

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a minimum vibrations tending to damage any equipment, structure, building or portion of a building whether on the Premises or located elsewhere on the Airport and the surrounding areas and to keep the sound level of its operation as low as possible, consistent with Tenant's operations.

C. Conduct of Employees and Invitees. Tenant shall, within reason, control the conduct and appearance of its employees, invitees, and of those doing business with it and, upon reasonable objection from CITY concerning inappropriate conduct or appearance of any such persons, shall immediately take all reasonable, lawful steps necessary to remove the cause of objection.

D. Nuisance. Tenant shall not commit any nuisance, waste, or injury on the Premises and shall not do or permit to be done anything that may result in the creation or commission or maintenance of such nuisance, waste or injury on the Premises.

E. Vapor or Smoke. Tenant shall not create nor permit to be caused or created upon the Premises any obnoxious odor, smoke or noxious gases or vapors beyond those associated with normal leasehold activities.

F. Interference with Systems. Tenant shall not do or permit to be done anything at or about the Airport which may interfere with the effectiveness or accessibility of the drainage and sewage system, fire protection system, sprinkler system, alarm system, fire hydrants and hoses, if any, installed or located near, on or within the Premises or other Airport property.

G. Overload of Floors or Paved Areas. Tenant shall not overload any floor or paved area on the Premises and shall repair in accordance with industry standards, to CITY's reasonable satisfaction, any floor, including supporting members, and any paved area damaged by overloading.

H. Interference with Insurance. Tenant shall not do or permit Tenant's employees, contactors, guests, customers, invitees or other entities under Tenant's direct or indirect charge to do, any act or thing upon the Airport which will invalidate or conflict with any fire or other casualty insurance policies (copies of which shall be furnished to Tenant upon request) covering the Airport or any part thereof.

I. Frequency Protection. Tenant shall provide frequency protection within the aviation air/ground VHF frequency band and the UHF frequency band in accordance with restrictions promulgated by the Federal Aviation Administration.

J. Flammable Liquids. Tenant shall not keep or store, during any 24-hour period, flammable liquids within the enclosed portion of the Premises in excess of Tenant's working requirements during said 24-hour period, except in rooms or tanks especially constructed for such purposes in accordance with standards established by the National Board of Fire Underwriters and any applicable federal, state, or local law. Any such liquids having a flash point of less than 100 degrees Fahrenheit shall be kept and stored in safety containers of a type approved by the Underwriters Laboratories. Tenant shall have the

right to install a tank for aviation or other fuel upon the Additional Premises, provided Tenant obtains all necessary permits and complies with all Environmental Laws applicable to such tank.

K. Equipment Parking. Tenant shall park and/or store materials and/or equipment only on the Premises and other authorized areas. Unauthorized materials or equipment may not be placed anywhere on the Airport, including the Additional Premises, and authorized materials or equipment must be placed in designated areas.

20. **LEASEHOLD ENCUMBRANCES**: Tenant may mortgage Tenant's interest under this Lease only if approved in advance, in writing, by the City Manager or his designee, which approval shall not be unreasonably withheld. In no event shall Tenant be permitted to mortgage the Additional Premises.

21. **SUBORDINATION**: This Lease and all provisions hereof are subject and subordinate to the terms and conditions of the instruments and documents under which CITY acquired or financed the Premises and shall be given only such effect as will not conflict or be inconsistent with the terms and conditions thereof, and any existing or subsequent amendments thereto, and are subject to any ordinances, rules or regulations which have been, or may hereafter be adopted by CITY pertaining to the Airport.

22. **ASSIGNMENT**: CITY's advance written approval shall be required for any assignment of this Lease by Tenant, which approval shall not be unreasonably withheld.

### 23. **TERMINATION**

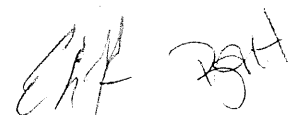
A. In the event that CITY permanently closes or relocates the Airport, either party may terminate this Lease without default and without owing any damages or obligations to the other party due to such a termination, such as but not limited to, condemnation damages, business or expectation damages, and without offering of alternative land or services, except as expressly provided below in Section 23.D.

B. Termination by CITY:

(1) Tenant will be in default under this Lease in the event of any one or more of the following occurrences:

(a) Tenant becomes insolvent, or takes the benefit of any present or future insolvency statute, or makes a general assignment for the benefit of creditors, or files a voluntary petition in bankruptcy, or a petition or answer seeking an arrangement for its reorganization, or the readjustment of its indebtedness under the federal bankruptcy laws, or under any other law or statute of the United States or of any state thereof, or consents to the appointment of a receiver, trustee, or liquidator of any or substantially all of its property.

(b) A petition under any part of the federal bankruptcy laws, or an action under any present or future insolvency law or statute, is filed against Tenant

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and is not dismissed within ninety (90) days after the filing thereof or which causes the discontinuance of the fulfillment of any required provision of the Lease by Tenant.

(c) Tenant fails to pay the rental charges or any other monetary payments, including payment of any *ad valorem* taxes assessed against the Premises, required by this Lease within fifteen (15) days after written demand to make such payment is given by CITY to Tenant.

(d) Violation by Tenant, its contractors, or subcontractors, of any material term, covenant or conditions of this Lease, as determined by the CITY in its reasonable discretion, regardless of whether the section of this Lease setting forth that term, covenant or condition states that failure to fulfill it is grounds for termination.

(e) Tenant fails to abide by all Airport Standards.

(f) Tenant fails to provide any bond or certificate of insurance required by this Lease where such failure continues for a period of ten (10) days after written notice thereof from CITY to Tenant.

(2) Tenant shall have thirty (30) days following delivery by CITY of a written notice of any non-monetary breach or default during which it may cure the breach or default to avoid the termination of this Lease, except if the fulfillment of its obligation requires activity over a period of time and Tenant has commenced in good faith to perform whatever may be required for fulfillment within twenty (20) days after receipt of notice and continues such performance without interruption except for causes beyond its control, then Tenant shall have a reasonable period of time to cure such breach or default.

(3) In addition to all other remedies available, if default is made by Tenant as described in Section 23.B(1) hereinabove, and such default is not cured as provided in Section 23.B(2), CITY may elect to terminate this Lease immediately by written notice to Tenant. In the event of any termination for default by Tenant, CITY will have the right to enter upon the Premises and take exclusive possession of same. Redelivery and disposal of improvements will be as described in Section 23.D of this Lease. All rights and remedies of the CITY herein created or otherwise existing at law are cumulative and the exercise of one or more rights or remedies shall not be taken to exclude or waive the right to exercise any other, except where this Lease provides otherwise. All such rights and remedies may be exercised and enforced concurrently and whenever and as often as deemed advisable. Any amount paid or expense or liability incurred by the CITY for the account of Tenant may be deemed to be additional charges and the same may, at the option of the CITY, be added to any rents and fees then due or thereafter falling due hereunder. The Tenant agrees to keep all required insurance policies in effect until the time it surrenders its Premises.

#### C. Termination by Tenant:

(1) As the sole remedy to the Tenant, this Lease shall be subject to cancellation by the Tenant and shall not be deemed a default by either party, upon thirty

EXH 17 PSH

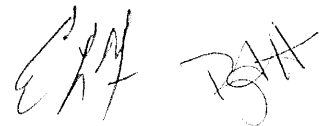
(30) days written notice, if the United States government or any authorized agency thereof, assumes operation, control or use of the Airport or any portion thereof, and its facilities in such a manner as to substantially restrict the Tenant from maintaining its Premises and associated operations, if such restriction continues for a period of ninety (90) days or more. Notwithstanding the foregoing, nothing herein shall restrict or diminish Tenant's rights to eminent domain or condemnation awards as against the United States government or other authorized agency that has assumed the operation, control or use of the Airport or any portion thereof.

(2) Default by CITY: CITY will be considered in default of this Lease if CITY fails to fulfill any of the terms, covenants, or conditions set forth in this Lease.

(3) CITY shall have thirty (30) days following delivery by Tenant of a written notice of such breach or default during which it may cure the breach or default to avoid the termination of this Lease, except if the fulfillment of its obligation requires activity over a period of time and CITY has provided to Tenant a schedule of activities necessary to cure the default and has commenced in good faith to perform whatever may be required for fulfillment within twenty (20) days after receipt of notice and continues such performance without interruption except for causes beyond its control, then CITY shall have a reasonable period of time to cure such breach or default.

(4) In addition to all other remedies available in law or equity, if default is made by CITY as described in Section 23.C(2) hereinabove, and such default is not cured as provided in Section 23.C(3), Tenant may elect to terminate this Lease with thirty (30) days written notice to CITY. In the event of the termination for default by CITY, redelivery and disposal of improvements and any compensation for improvements will be as described in Section 23.D of this Lease.

D. Tenant covenants that at the termination of this Lease, howsoever caused, it will quit and surrender the Premises in good repair and condition, except reasonable wear and tear, and comply with Section 18 of this Lease. Prior to the natural expiration of this Lease or within thirty (30) days of an early termination, howsoever caused, Tenant shall remove from the Premises all personal property belonging to Tenant or its sublessees. For purposes of this Section 23.D, the words "permanent improvements" will include, but not be limited to, paving, buildings, structures and related appurtenances, wall coverings, carpeting, draperies, light fixtures, and any other materials or equipment typically considered to be a part of real property. Upon termination of this Lease, howsoever caused, Tenant shall leave in place all of the permanent improvements, except as otherwise provided in this Lease, without any consideration or compensation required from CITY to Tenant unless the termination is due to default of CITY or is governed by Section 23.A. If termination is due to default of CITY or is governed by Section 23.A, CITY shall compensate Tenant for those permanent improvements by paying to Tenant the reasonably documented cost of construction of (i) the Tenant Improvements and (ii) any other improvements located on the Premises, so long as those other improvements were not paid for by CITY, multiplied by the number of years remaining in the Lease divided by 30 years, with such payment to be made within thirty (30) days of the date this Lease is terminated.



E. If the whole or any part of the Premises shall be taken by any public authority under the power of eminent domain, then this Lease shall cease as to the part so taken from the day of final possession on that portion, and the rent shall be paid up to that day; and, if such portion of the Administration Building Space or Additional Premises is so taken as to destroy the usefulness of such portion of the Premises for the purpose for which such portion of the Premises were then used by Tenant, then, from that day, Tenant shall have the right either to terminate this Lease and declare the same null and void, or to continue in the possession of the remainder of the Premises under the terms herein provided, except that the rent shall be reduced in proportion to the amount of the Premises taken. If Tenant shall fail to terminate this Lease as aforesaid within ninety (90) days after such taking, said failure shall be regarded as a waiver of its right to cancel pursuant to this section, whereupon this Lease shall continue for the then balance of the term of this Lease. If Tenant fails to exercise its right to cancel, Tenant shall, at its own cost and expense, make the repairs made necessary due to said partial taking.

#### 24. FEDERAL GOVERNMENT REQUIREMENTS

A. Tenant shall furnish its accommodations and/or services on a fair, equal and not unjustly discriminatory basis to all users thereof and it will charge fair, reasonable, and not unlawfully discriminatory prices for each unit or service; provided that Tenant may be allowed to make reasonable nondiscriminatory discounts, rebates, or other similar type of price reductions to volume purchasers.

B. This Lease is subject and subordinate to the provisions of any agreements heretofore or hereafter made between the CITY and the United States Government, in relation to the operation and maintenance of the Airport, the execution of which is required to enable or permit transfer of rights or property to CITY for Airport purposes or expenditure of federal funds for Airport improvement, maintenance or development. Tenant shall abide by requirements of agreements entered into between the CITY and the United States Government, and shall consent to amendments and modifications of this Lease if required by such agreements or if required as a condition of CITY's entry into such agreements.

C. Tenant hereby agrees to comply with the following requirements as they pertain to Tenant's operations from Airport.

(1) Tenant for itself, its heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that in the event facilities are constructed, maintained, or otherwise operated on the Premises for a purpose for which a Department of Transportation program or activity is extended or for another purpose involving the provision of similar services or benefits, Tenant shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said

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Regulations may be amended.

(2) Tenant for itself, its personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that (a) no person on the basis of race, creed, color, sex, national origin, ancestry, age or handicap shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (b) that in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the basis of race, creed, color, sex, national origin, ancestry, age or handicap shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (c) that any tenant shall use the Premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary Part 21, NON-DISCRIMINATION in Federally-assisted Programs of the Department of Transportation Effectuation of Title VI of the Civil Rights Act of 1964 and as said regulation may be amended, and (d) that any tenant will assure that no person will be excluded from participation in, denied the benefits of or otherwise be discriminated against in connection with the award and performance of any contract, including leases, covered by 49 CFR Part 23 on the grounds of race, color, religion, sex, sexual orientation, age, disability, national origin or any other protected status.

(3) In the event of breach of the nondiscrimination covenants contained herein, CITY shall have the right to terminate this Lease and to re-enter and repossess the Premises and the facilities thereon pursuant to Section 23 or pursuant to any applicable requirement or procedure provided by federal law. This provision shall not be effective until the procedures of Title 49, Code of Federal regulations, Part 21, are followed and completed, including exercise or expiration of appeal rights.

(4) Tenant assures that it will undertake an Affirmative Action Program, if required by 14 Code of Federal Regulations Part 152, Subpart E, to ensure that no person shall on the grounds of race, creed, color, sex, national origin, ancestry, age or handicap be excluded from participating in any employment activities covered thereby. Tenant assures that no person shall be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by this subpart. Tenant assures that it will require that its covered sub-organizations (subtenants) provide assurances to CITY that they similarly will undertake Affirmative Action Programs and that they will require assurances from such Tenant and users, if required by 14 Code of Federal Regulations Part 152, Subpart E, to the same effect.

(5) Tenant assures that it will comply with pertinent statutes, executive orders and such rules as are promulgated to assure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or handicap be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision obligates the tenant/concessionaire or its transferee for the period during which Federal assistance is extended to the Airport program, except where Federal assistance is to provide, or is in the form of personal property or real property or interest therein or structures or improvements thereon. In these cases, this provision obligates the party or

any transferee for the longer of the following periods: (a) the period during which the property is used by the sponsor or any transferee for a purpose for which Federal assistance is extended, or for another purpose involving the provision or similar services or benefits; or (b) the period during which the Airport sponsor or any transferee retains ownership or possession of the property. In the case of contractors, this provision binds the contractors for the bid solicitation period through the completion of the contract.

D. Tenant agrees to comply with the Americans with Disabilities Act (1990) and any amendments and regulations thereto as applicable to Tenant's operations on the Premises.

E. Notwithstanding the above, Tenant shall comply with any applicable federal requirement, present or future, regarding non-discrimination or any other subject, not mentioned herein due to inadvertence or changed circumstances. Tenant shall not rely on Section 24 of this Lease as a complete list of all present and future federal requirements and the violation of any federal requirement shall be grounds for termination of this Lease.

## 25. GENERAL PROVISIONS

A. CITY reserves the right to further develop, improve, maintain, and repair the landing area or any other area, building or other improvement within the present or future boundaries of the Airport, but not inside the Additional Premises, as it sees fit in its sole judgment.

B. No provision of this Lease shall limit the CITY or expose the CITY to any liability for the exercise of its statutory or common law rights and obligations to control the Airport, to provide for the safety and security of all users of the Airport and to make available suitable facilities for cargo services, passenger and baggage services and the landing accommodation of aircraft. CITY retains the right to allow any tenant or CITY's own personnel or contractors to conduct business that is in competition with Tenant's current or reasonably anticipated business.

C. CITY may adopt and enforce rules, regulations, and ordinances, which Tenant agrees to observe and obey, with respect to the use of the Airport. Tenant, its employees and agents shall not violate any such rules, regulations, and ordinances. Tenant and its contractors, customers, or other invitees shall not violate any such rules, regulations, or ordinances and Tenant shall report any violation that it becomes aware of to CITY.

D. Any and all rights and privileges not granted to Tenant by this Lease are hereby reserved for and to CITY.

E. All the terms, covenants, and agreements herein contained shall be binding upon and shall inure to the benefit of successors, assigns, and legal representatives of the respective parties hereto.

F. This Lease and all disputes arising hereunder shall be governed by the

laws of the State of Florida and venue for any dispute shall be in a Court of appropriate jurisdiction in the 10<sup>th</sup> Judicial Circuit, in and for Polk County, Florida. Federal jurisdiction shall lie in the Courts of the Middle District of Florida.

G. No waiver of default by either party of any of the terms, covenants, and conditions hereof to be performed, kept, and observed by the other party shall be construed as, or shall operate as, a waiver of any subsequent default of any of the terms, covenants, or conditions herein contained, to be performed, kept, and observed by the other party.

H. If one or more clauses, sections, or provisions of this Lease, or the application thereof, shall be held to be unlawful, invalid, or unenforceable, the remainder of this Lease and the application of its remaining provisions shall not be affected thereby.

I. The section headings contained herein are for convenience in reference and are not intended to define or limit the scope of any provision of this Lease.

J. Neither Tenant nor CITY shall be liable for delays in performance of their obligations caused by acts of God or government authority, terrorism, war, riot, sabotage, storm, flood, or other cause beyond the reasonable control of Tenant or CITY. However, unless this Lease has been validly terminated pursuant to Section 23, this provision shall not excuse Tenant from paying all rentals and fees required under this Lease.

K. This Lease, together with all exhibits attached hereto and all other representations or statements heretofore made, verbal, or written, are merged herein. Tenant acknowledges that this Lease supersedes and cancels any and all previous agreements on this matter between Tenant and CITY.

L. It is mutually understood that nothing in this Lease is intended or shall be construed as in any way creating or establishing the relationship of partners or joint venturers between the parties hereto, or as making Tenant as an agent or representative of CITY for any purpose or in any manner whatsoever.

M. No amendment to this Lease shall be effective unless it shall be in writing, signed by an authorized representative of each party.

N. In the event of any action, suit or proceeding by either party in an effort to enforce this Lease, or any provision thereof, or interpret its terms, or for breach of any covenant herein, each party shall be responsible for its own respective costs and attorney's fees.

O. CITY hereby reserves, for the use and benefit of the public, the right of aircraft to fly in the airspace overlying the land herein leased, together with the right of said aircraft to cause such noise as may be inherent in the operation of aircraft landing at, taking off from, or in the vicinity of the Airport, and the right to pursue the operations of same. CITY reserves the right to take any action it considers necessary to protect the aerial approaches of the Airport against obstructions, together with the right to prevent

Handwritten signature and initials in the bottom right corner of the page.



Tenant from erecting, or permitting to be erected, any building or other structure on any portion of the Premises, which, pursuant to the Airport Standards, would limit the usefulness of the Airport, or constitute a hazard to aircraft.

P. During the time of war or national emergency, CITY shall have the right to lease or grant use of the landing area or any part thereof to the United States Government for military use and the provisions of this Lease, insofar as they are inconsistent with the provisions of such lease or grant of use to the Government, shall be suspended.

Q. CITY and Tenant represent that each has the full power and proper authority to make and execute this Lease, to exercise its rights, powers and privileges as described herein, and to perform the agreements and covenants set forth herein.

R. Tenant shall furnish such evidence as may be requested by CITY to demonstrate that Tenant is in compliance with the provisions of this Lease and/or is financially capable of providing the services and facilities set forth in the Lease.

S. No outside walls, roofs or other portion of the Additional Premises or of any improvements thereon shall be leased for or used for any advertising purposes. Reasonable business identification signs identifying Tenant may be installed but, if in the reasonable discretion of the City Manager or his designee they are inconsistent with any rule adopted by CITY or the style and design of the Airport, they shall be modified or removed as directed by the City Manager or his designee.

T. Tenant shall keep the Additional Premises and improvements thereon free and clear of any lien or charge except for any mortgage, sublease or easement permitted by this Lease. Anything herein to the contrary notwithstanding, no lien or other interest may be given or impressed upon the interests of the CITY in the Additional Premises by an act or omission by Tenant, whether pursuant to Chapter 713, Florida Statutes, or otherwise. Tenant shall pay, when due, and hereby agrees to indemnify and hold harmless CITY and the Additional Premises for and from, all claims for labor or materials furnished or alleged to have been furnished to Tenant or anyone claiming by, through, or under Tenant for use on the Additional Premises.

U. CITY's and Tenant's rights and duties set forth in Sections 9 (records, but only to the extent required by law or government grant), 14 (insurance, but only with regard to occurrences commencing prior to the expiration or termination of this Lease), 15 (indemnification), 16 (taxes, but only with regard to taxes accruing because of or related to the performance of this Lease), 18 (environmental matters), and Section T of this Section (no lien) shall survive any expiration or termination of this Lease.

V. Notices required herein may be given by personal delivery, by registered or certified mail by depositing the same in the U.S. mail in the continental United States, postage prepaid, or by a nationally recognized overnight delivery service. The time of giving of such notice (1) when personally delivered shall be upon such delivery, (b) when sent by U.S. Mail as aforesaid, it shall be deemed given on the date deposited in the U.S.

Mail and deemed received three business (3) days from said date, and (3) when sent by overnight delivery as aforesaid, it shall be deemed given when deposited with such overnight courier and deemed received on the next business day. Either party shall have the right, by giving written notice to the other, to change the address at which its notices are to be received. Until any such change is made, notices shall be delivered as follows:

If intended for CITY, address to:

City Manager  
City of Lake Wales  
Post Office Box 1320  
Lake Wales, FL 33859-1320

With a copy to:

Albert C. Galloway, Jr., City Attorney  
Albert C. Galloway, Jr., P.A.  
Post Office Box 3339  
Lake Wales, FL 33859-3339

If intended for Tenant, address to:

Lake Wales Aviation, Inc.  
Attn: Betty Hill  
450 South Airport Rd.  
Lake Wales, FL 33859

W. For purposes of this Lease, the term "City Manager" shall mean the person then serving as the city manager for the CITY, and if there is no person then serving as the city manager for the CITY, then the mayor of the CITY.

[signatures appear on following page(s)]

*EHA* *RJA*

IN WITNESS WHEREOF, the parties have caused this Lease to be executed in their respective names as of the day and year first above written.

(Seal)

**CITY OF LAKE WALES, FLORIDA**

Witnesses (2):

Witness #1: sign name above

Print Name: Albert C. Galloway, Jr.

Witness #2: sign name above

Print Name: Kenneth Fields

Attest

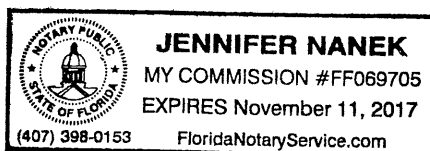
Clara VanBlargan  
Clara VanBlargan, City Clerk

By:

Eugene L. Fultz  
Eugene Fultz, Its Mayor

State of Florida  
County of Polk

This instrument was acknowledged before me by Eugene Fultz, as Mayor of the City of Lake Wales after approval by the Lake Wales City Commission, on May 17<sup>th</sup>, 2016. He is ☒ personally known to me or ☐ has produced a driver's license as identification.



Notary Public

Print Name: Jennifer Nanek

My Commission Expires: 11/11/17

*Handwritten initials: EHF, DGH*

Lake Wales Aviation, Inc., a Florida corporation

Witnesses (2):

Amy W Dykxhoorn

Witness #1: sign name above

Print Name: Amy W Dykxhoorn

Jacob C Dykxhoorn

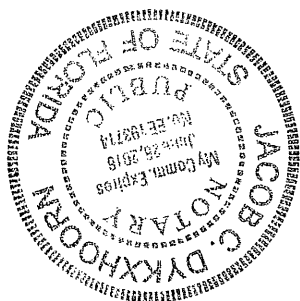
Witness #2: sign name above

Print Name: Jacob C Dykxhoorn

By: Betty Hill  
Betty Hill, as president

State of Florida  
County of Polk

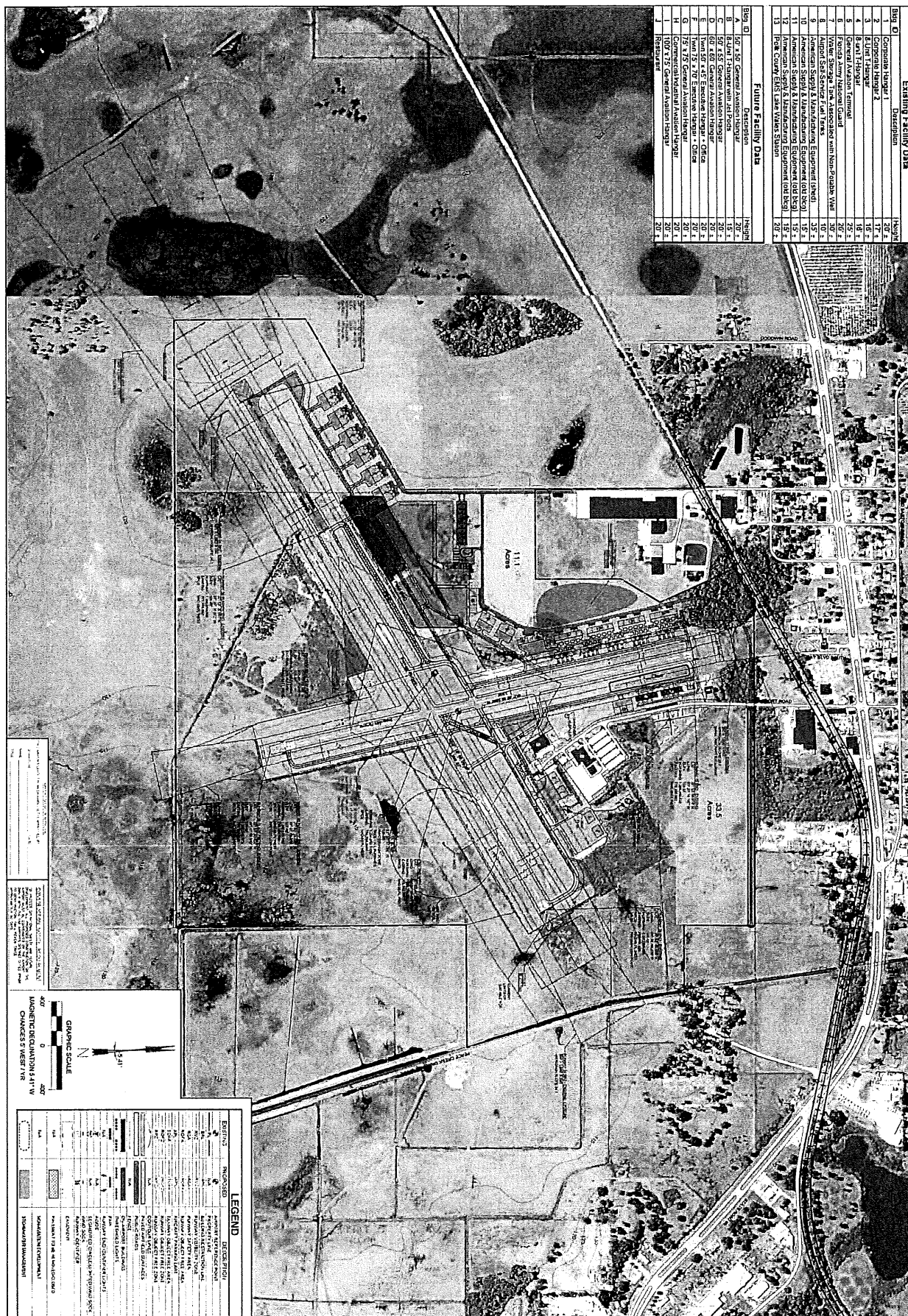
This instrument was acknowledged before me by Betty Hill, as president of Lake Wales Aviation, Inc., a Florida corporation, on behalf of said corporation. She is [ ] personally known to me or [X] has produced a driver's license as identification.



Jacob C Dykxhoorn  
Notary Public  
Print Name: Jacob C Dykxhoorn  
My Commission Expires: 6-25-16

Betty Hill

# Exhibit "A"



Item #	Description	Area (Acres)
1	General Aviation Hangar 1	107.4
2	General Aviation Hangar 2	107.4
3	General Aviation Hangar 3	107.4
4	General Aviation Hangar 4	107.4
5	General Aviation Hangar 5	107.4
6	General Aviation Hangar 6	107.4
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96	General Aviation Hangar 96	107.4
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99	General Aviation Hangar 99	107.4
100	General Aviation Hangar 100	107.4

LAKE WALES MUNICIPAL AIRPORT  
LAKE WALES, FLORIDA

**AIRPORT LAYOUT PLAN**

**Hoyle, Tanner & Associates, Inc.**

Consulting Engineers

96 E MITCHELL HAMMOCK ROAD  
SUITE 200  
OWIEDO, FL 32765  
Tel: (407) 365-9115  
Fax: (407) 365-9300  
Web: www.hoyletanner.com

PROJECT NO.  
**B55714**

FAA AIP#

DATE: MARCH 2013

SCALE: 1" = 400'

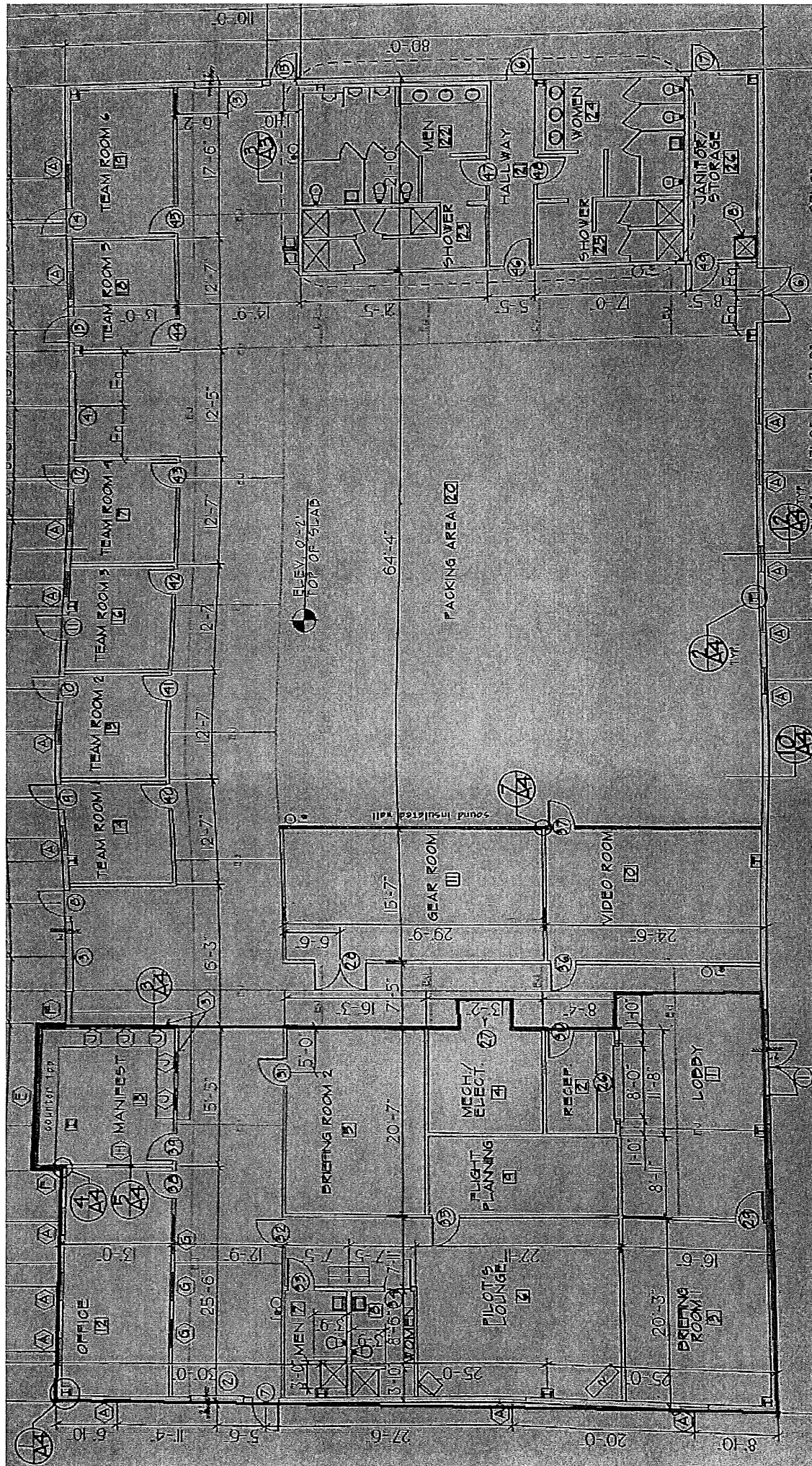
SHEET 2 OF 13

DATE: MARCH 2013

3-12-0040-014-2011



Exhibit "B"



7/14

Exhibit "C"



7/24/14