

AIRPORT GROUND LEASE AGREEMENT

THIS AGREEMENT entered into this _____ day of _____, 202~~2~~³, by and between Citrus County, Florida, a political subdivision of the State of Florida, hereinafter called "Lessor" and _____, hereinafter called the "Lessee".

WITNESSETH:

WHEREAS, Lessee is desirous of constructing a hangar or hangars on certain real property owned by Lessor at the Inverness or Crystal River Airport, the exact legal description of which is contained within Exhibit "A," and

WHEREAS, Lessee may sublet individual hangars, or space within a hangar, to third parties desirous of renting a hangar or hangar space for the purposes consistent with the permitted uses under Paragraph 11 below, and

WHEREAS, Lessor has no objection to leasing the lands described in Exhibit "A" to Lessee and to Lessee's assigns or sub-lessees as the lands are currently not needed for any County aviation purposes related to the operation of the Airport;

NOW, THEREFORE, the parties hereto agree as follows:

1. The above recitals are true and correct and incorporated herein by reference.
2. Lessee wishes to lease the land described in Exhibit "A" attached hereto and made a part hereof, ("Premises"), and wishes to construct thereon a hangar or hangars for storing registered aircraft and for other uses permitted under Paragraph 11.
3. Lessee does hereby agree to pay Lessor rent as follows:
 - a. Rent at the rate of \$~~0.16~~-~~17~~ per square foot of the Premises per year, plus any applicable sales tax for the Premises.
 - b. Lessee or Lessee's assigns are responsible for the payment of any ad valorem taxes that may be due on the leased Premises.
 - c. Rent will be adjusted annually in accordance with the CONSUMER PRICE INDEX FOR ALL URBAN CONSUMERS (CPI-U) (1982-1984 = 100), ALL ITEMS, UNITED STATES CITIES, published by the United States Department of Labor, Bureau of Labor Statistics. The initial adjustment shall be based on the Cost-of-Living Percentage Increase between the CPI-U most recently published prior to the Effective Date of this Lease and the CPI-U most recently published prior to the first anniversary of this Lease. Thereafter annual adjustments in Rent shall be based on the Cost-of-Living Percentage Increase reflected in the CPI-U over the previous twelve (12) month period. If the Cost-of-Living Index or successor or substitute index is not available, the parties shall use any reliable governmental or other impartial index or publication reasonably designated by Lessor which reasonably reflects the change in cost of living between the periods otherwise above set forth for determination of the cost-of-living adjustment. Notwithstanding a Cost-of-Living Percentage Decrease in the CPI-U, Rent shall not decrease.

d. The amount of the first month's rent shall be due and payable upon execution of this Agreement. **Each subsequent month's rent shall be due and payable on the first day of each month without notice.** The Lessee is further responsible for payment of any and all fees, charges, and taxes which may be applicable to the rental of the Premises. The first and last month's rent shall be prorated on a per day basis if such period is for less than a full month. **A ten percent (10%) penalty will be applied to all rents received after 5:00 PM on the tenth (10th) day of the month due.** Acceptance by the Lessor of any payment from the Lessee hereunder in an amount less than that which is currently due shall in no way affect the Lessor's rights under this Agreement and shall in no way constitute an accord and satisfaction. If the named Lessee is a corporation, the undersigned corporate officer of the Lessee shall be personally liable, jointly and severally, for the payment of rent hereunder.

e. All rental payments shall be made payable to the Citrus County Board of County Commissioners and forwarded to the Citrus County Board of County Commissioners, Attn: Cashier-Leases, 3600 W. Sovereign Path, Suite 127, Lecanto, FL 34461.

4. The term of this Lease shall be for a period of twenty-five (25) years, from the date the parties have executed the Lease, with an option in favor of the Lessee to renew for ~~five-two~~ (25) additional five (5) year periods. An option to renew may be exercised, if at all, by Lessee providing written notice to the Lessor not less than three (3) months prior to the date of expiration of the then current lease term. The term will commence on the date this Agreement is executed by the Lessor and will end on _____.

5. Lessor gives and grants to the Lessee the right and privilege of constructing on the Premises, at its sole expense and in compliance with all applicable codes, laws and rules adopted by governmental agencies having jurisdiction, an aircraft hangar or hangars, including office space, restrooms and/or related aviation facilities in strict accordance with the plans and specifications approved in writing by the Lessor. During construction, Lessee is required to carry Construction/Services Insurance with Builders Risk as indicated below.

6. Lessor additionally gives and grants the Lessee the right and privilege of constructing an appropriately engineered stormwater management system, in strict accordance with the plans and specifications approved in writing by the Lessor, on County property adjacent to or near the Premises to serve the hangar or hangars constructed on the Premises. This stormwater management system, once constructed, will be owned and maintained by the Lessor as part of its normal maintenance of the County's Airport.

7. Lessee shall cause Lessee's contractor to obtain and provide a payment and performance bond, in the form approved by Lessor, for construction of any improvements on or to the Premises for which the cost of completion will exceed \$10,000.00. Such bond shall be payable in an amount equal to One Hundred Fifteen Percent (115%) of the estimated cost to complete the improvements and shall be underwritten by a surety acceptable to Lessor and authorized to do business in the State of Florida. Lessee's contractor may substitute for a bond, a payment and performance irrevocable letter of credit, in the form approved by Lessor, from a bank authorized to do business in the State of Florida, and with an office located in Citrus County, Florida where

such letter of credit may be drawn upon. All such bonds and letters of credit shall inure to the benefit of Lessor and Lessee and all other persons, companies and corporations entitled to make a claim for payment against the bond or letter of credit pursuant to the applicable provisions of Florida law. Such bond or letter of credit shall remain in effect through completion of the improvements and all guarantee and warranty periods. No improvements on or to the Premises shall commence before the required bond or letter of credit is received and approved by Lessor.

8. Lessee shall cause Lessee's contractor to provide a contractor's final affidavit upon completion of the improvements, certifying to Lessor and Lessee that full payment was made to all subcontractors, materialmen, leasing companies, and any other person, company, or corporation providing goods, materials, or services for the improvement.

9. Once Lessee has constructed the hangar or hangars to be located on the Premises, Lessee shall convey title of the hangar or hangars to Citrus County by a Bill of Sale Absolute. The conveyance shall be considered as additional consideration for this Agreement and Lessee, or Lessee's assigns, shall have the right to occupy the hangars for the term of this Agreement. It is contemplated by the parties that once the hangars have been constructed that Lessee shall have the right to assign individual hangars to individuals for consideration above and apart from the monthly consideration due Lessor with respect to this Agreement. Assignments of Lessee's rights with respect to an individual hangar shall reference the number assigned to the hangar as shown on Exhibit "B" attached hereto and made a part hereof.

10. The hangar or hangars to be constructed on the Premises may be constructed of either steel or aluminum, and no wooden structures will be allowed on the lands described above and once constructed become the property of Lessor as described above. In order to maintain a uniform appearance and design standard at the County's Airports, the hangar(s) constructed upon the Premises must be designed and constructed in a manner that is aesthetically similar to and consistent with the appearance and colors of the existing structures at the Airport.

11. During the term of this Lease, no commercial business, other than business incidental to the use of the aircraft stored in the hangar(s), may be allowed in or to operate from hangar(s) constructed by Lessee and the hangar(s) shall only be used for aircraft storage and related purposes, including purposes such as aircraft maintenance and repairs to the aircraft stored in the hangar(s). Lessee or Lessee's assigns may only store items that are necessary for the operation, repair and maintenance of the aircraft stored within the hangar.

12. The Lessee shall assume all risk of loss or damage resulting from parking Lessee's, employees', or guests' vehicles, trailer(s) and aircraft. The Lessee further acknowledges and agrees that the risk of loss or damage to the vehicle(s), trailer(s) and aircraft is not a covered item under the property insurance for the Premises or under any other policy of insurance maintained by the Lessor.

13. The Lessee acknowledges that the space in front of the hangars and the Premises serve as a passageway for aircraft taxiing to and from the hangars. The Lessee shall not park vehicles, trailers or aircraft in areas that may interfere with taxiing aircraft. The Lessee further agrees to cooperate with adjacent lessees regarding aircraft

movements, vehicle parking, trailers, and aircraft and general use of the hangar or hangars.

14. Lessee shall promptly execute and comply with all statutes, ordinances, rules, orders, regulations, and requirements of the Federal, State and County government and of any and all government departments and bureaus applicable to the Premises, including but not limited to the prevention and abatement of nuisances upon or connected with use of the Premises.

15. It is understood and agreed that maintaining the airside portion of the Airport secure from trespassers and unauthorized persons is a critical goal and objective regarding local and national security and that the responsibility for security shall be shared by all airport lessees and authorized users alike. The Lessee acknowledges that automobile access to or from the airside portion of the Airport is through an automatic gate shared with other airside lessees and authorized users. The Lessee, its agents, contractors, subcontractors, employees, and guests shall gain access through this gate as approved by the Lessor and the Fixed Base Operator.

16. Aircraft shall not be fueled within twenty-five (25') feet of any hangar building. Fuel may only be stored in a hangar in such quantity as is needed to sufficiently fuel the aircraft so that it may be taxied to a suitable fueling area.

17. If Lessee abandons or vacates the Premises before the end of the term of this Agreement, Lessor may, at its option, cancel this Agreement and may re-enter and take lawful possession and control of the Premises, by force or otherwise, without being liable in any way, therefore. Should Lessee abandon or vacate the Premises, or should this Agreement terminate before the end of the lease term, Lessor shall not be responsible for placing Lessee in another location.

18. Lessee shall arrange and pay for all utilities furnished to the Premises for the term of this Agreement, including but not limited to, electricity, water service and sewer/septic service. Lessee shall arrange for and pay for telephone service in its own name and account, if such service is desired. In the event that the utilities are not billed directly to Lessee and are paid by Lessor, Lessee shall reimburse Lessor all monies paid for the utilities within ten days after receipt of any invoice from Lessor.

19. Lessee, at its sole cost and expense, shall maintain all improvements to the Premises, i.e., fixtures and buildings constructed on the Premises or trailers placed on the Premises. Lessor shall be responsible for mowing the Premises.

20. In the event any damage to any and all Airport property is caused by any act or negligence of the Lessee, its employees, agent invitees or contractors, then such damage shall be immediately reported to Lessor and either repaired by the Lessee to the reasonable satisfaction of the Lessor or repaired by Lessor at Lessee's expense, at the option of Lessor.

21. Lessee agrees to keep the Premises and improvements to the Premises, in good order and repair and in compliance with all applicable codes, laws and rules adopted by governmental agencies having jurisdiction. No boxes, crates, rubbish, paper, or other litter that could cause or support combustion shall be permitted to accumulate within or about any structures. Lessee shall remove any and all trash, waste or debris from the Airport that was generated by the Lessee.

22. Lessor, or any of its officers, employees or agents, shall have the right but not the responsibility to enter the Premises during all reasonable hours, and upon notice to Lessee, to examine the Premises for the purpose of determining upkeep, damage, waste, removal of illegal or unauthorized materials and enforcement of any statute, ordinance, regulation, or rule over which Lessor has enforcement powers. Lessor, or any of its officers, employees, or agents, shall have the right to enter the Premises at any time for the purpose of preventing damage to the Premises or the commission of waste thereupon.

23. The Parties agree that Lessor is not liable for any damage or injury which may be sustained by Lessee, Lessee's Assigns or any other person, or Lessee's property or for any other damage or injury resulting from the carelessness, negligence, or improper conduct of Lessee, its officers, employees, or agents, or any other occupants or third parties.

24. Lessee shall procure and maintain for the duration of the Agreement, insurance coverage as set forth below, against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the work hereunder by the Lessee. The cost of such insurance and any deductible shall be borne by Lessee. The coverages, limits, and endorsements required herein protect the primary interests of the Lessor, and these coverages, limits, and endorsements shall in no way be required to be relied upon when assessing the extent or determining appropriate types and limits of coverage to protect the Lessee against any loss exposures. The requirements contained herein, as well as the Lessor's review or acknowledgement, is not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the Lessee under this Agreement.

- a. Aircraft Liability. Lessee must obtain and maintain for the duration of the lease, an occurrence form policy with minimum limits of \$1,000,000 per occurrence to include Premises liability coverage. Passenger coverage is required and must be in the minimum amount of \$100,000 per occurrence. The policy shall endorse Citrus County, Florida, a political subdivision of the State of Florida as an additional insured and a waiver of subrogation must be included. The certificate holder shall read: Citrus County, Florida, 3600 W. Sovereign Path, Suite 180, Lecanto, Florida, 34461.
- b. General Liability. Lessee must obtain and maintain for the duration of this Agreement general liability insurance coverage with minimum limits of \$1,000,000 per occurrence with a general aggregate of at least \$2,000,000. Citrus County, Florida is to be endorsed as an additional insured to the extent of the risks, liabilities, and indemnities assumed by Lessee under this Agreement.
- c. Auto Liability. Lessee must obtain and maintain for the duration of this Agreement, coverage for all vehicles for Bodily Injury and Property Damage with minimum split limits of a minimum of \$100/\$300/\$100 or \$300,000 combined single limit. Lessee must provide proof of coverage to include the declaration page for coverage verification and provide this information for the duration of the lease.
- d. Property Coverage. Coverage must be provided in an amount not less than 100% of the replacement value of the property with a deductible of no more than

\$25,000 each claim. Lessee shall be responsible for all premiums and deductibles. Coverage form shall include, but not be limited to:

- i. All Risk Coverage including Flood and Windstorm with no coinsurance clause.
 - ii. Any separate Flood and/or Windstorm deductibles are subject to approval by Lessor.
 - iii. This policy shall insure the interests of Lessor and Lessee in the property against all risk of physical loss and damage, and name Lessor as a Loss Payee.
 - iv. All insurance proceeds received by or on account of this Agreement, shall be used for the purpose of reconstruction or repair, as the case may be, of any of the property, structures, improvements or fixtures contained within the Lease so damaged or destroyed.
 - v. Lessee shall, at its own expense, take all reasonable precautions to protect the Premises from damage or destruction.
- e. Workers Compensation and Employers Liability Insurance. Lessee shall for the duration of the lease provide Workers' Compensation Insurance and Employers' Liability Insurance in accordance with applicable statutory limits.
- f. Other Insurance Requirements.
- i. The Lessee shall provide a Certificate of Insurance on a standard accord form evidencing compliance with all insurance requirements at the inception of the lease. The certificate shall include a thirty (30) day notice of cancellation, ten (10) day notice if cancellation is for nonpayment of premium.
 - ii. The Certificate Holder should read as follows: Citrus County, Florida, a political subdivision of the State of Florida, 3600 W. Sovereign Path, Lecanto, FL 34461.
 - iii. All required insurance policies must be written with a carrier having financial stability rating of A- or better as per A.M. Best or an equivalent thereto for any other similar rating agency.
 - iv. Once ALL paperwork is completed and received by the Lessor, an email will be sent to Lessee requesting online registration with myCOI. It is critical that the Lessor is provided with an accurate email address. The cost to register is \$19.95 and a credit/debit card will be needed. Part of the registration process includes providing contact information for Lessee's insurance agent(s), which will be needed at the time of registration. Once registered, an email will be sent to the insurance agent(s) requesting them to upload a current Certificate of Insurance (COI) directly into the myCOI website. Certificates of Insurance cannot be mailed, emailed or faxed to the Lessor. Lessee will not be allowed to begin work and no payments will be made until

registration is completed and a compliant Certificate of Insurance is received from Lessee's agent(s).

- g. Contractor's Insurance. During the construction period, the Lessee is responsible for ensuring the Contractor has the following insurance:
- i. Minimum Insurance Requirements. Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the contractor, his agents, representatives, employees, or subcontractors. The coverages, limits or endorsements required herein protect the primary interests of the Lessor, and these coverages, limits or endorsements shall in no way be required to be relied upon when assessing the extent or determining appropriate types and limits of coverage to protect the Contractor against any loss exposures, whether as a result of the project or otherwise. The requirements contained herein, as well as the Lessor's review or acknowledgement, is not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the Contractor under this contract.
 - ii. Commercial General Liability. Contractor must obtain a general liability policy with minimum limits of \$1,000,000 per occurrence and a \$2,000,000 general aggregate.
 - iii. Automobile Liability. Contractor must obtain coverage for all vehicles for Bodily Injury and Property Damage of not less than \$1,000,000 combined single limit each accident. In the event the Contractor does not own vehicles, the Contractor shall maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.
 - iv. Workers Compensation and Employer's Liability. Contractor must obtain Workers Compensation insurance with limits in compliance with applicable state and federal laws. Employer's Liability limits for not less than \$100,000 each accident \$500,000 disease policy limit and \$100,000 disease each employee must be included. For any officer of a Contractor that has exempt status as an individual, the Lessor requires proof of workers' compensation insurance coverage for that contractor/employer/owner's employees. If the contractor/employer/owner or individual has applied for a workers' compensation exemption, the Lessor does not recognize this exemption to extend to the employees of the contractor/employer/owner.

The purpose of this section is to ensure that all contractors, subcontractors, sole proprietors, or business entities of any kind who contract with the Lessor for provision of goods or services, provide workers' compensation coverage for all employees, and principles of subcontractors, subcontractors, sole proprietors, or other business entities. All provisions of this Section shall be construed in accord with this intent.

- v. **Builder's Risk Coverage.** For improvements under construction, coverage must be afforded in an amount not less than 100% of the total project cost, including soft costs, with a deductible of no more than \$25,000 each claim. Coverage form shall include, but not be limited to:
 - a. All Risk Coverage including Flood and Windstorm with no coinsurance clause.
 - b. Guaranteed Policy Extension provision
 - c. Storage and transport of materials, equipment, supplies of any kind whatsoever to be used on or incidental to the project
 - d. Equipment Breakdown for testing of all mechanized, pressurized, or electrical equipment
 - e. This policy shall insure the interests of Lessor, Lessee, and subcontractors in the property against all risk of physical loss and damage, and name Lessor as a Loss Payee. This insurance shall remain in effect until the work is completed and the property has been accepted by Lessor.

- vi. **Other contractor insurance provisions.**
 - 1. The Contractor shall provide a Certificate of Insurance to the Lessor with a thirty (30) day notice of cancellation, ten (10) day notice if cancellation is for nonpayment of premium. The certificate shall indicate if coverage is provided under a "claims-made" or "occurrence" form. If any coverage is provided under a claims-made form, the certificate will show a retroactive date, which should be the same date of the contract (original if contract is renewed) or prior.
 - 2. The project's proposal number must be included on the certificate.
 - 3. The Contractor has sole responsibility for all insurance premiums and shall be fully and solely responsible for any costs or expenses as a result of a coverage deductible, co-insurance penalty, or self-insured retention; including any loss not covered because of the operation of such deductible, co-insurance penalty, self-insured retention, or coverage exclusion or limitation. For deductible or self-insured amounts that exceed \$10,000, the Contractor shall maintain a Commercial Surety Bond or Letter of Credit in an amount equal to said deductible or self-insured retention.
 - 4. All required insurance policies must be maintained until the contract work has been accepted by the Lessor. In addition, a minimum 30-day notification clause is required if any changes in policy language occur, or in the event the policy is canceled.
 - 5. Citrus County, Florida, a political subdivision of the State of Florida, its officials, employees, and volunteers are to be covered as an Additional Insured on all policies except Workers Compensation. The coverage shall contain no special limitation on the scope of protection afforded to the Lessor, its officials, employees, or volunteers.

6. The Contractor's insurance coverage shall be primary insurance as respects the Lessor, its officials, employees and volunteers. Any insurance or self-insurance maintained by the Lessor, its officials, employees, or volunteers shall be excess of Contractor's insurance and shall be non-contributory.
7. For all policies of insurance: The Contractor, and its insurance carrier, waive all subrogation rights against the Lessor for all losses or damages that occur during the contract and for any events occurring during the contract period, whether the suit is brought during the contract period or not. The Lessor requires General Liability policies to be endorsed with CG 24 04 Waiver of Transfer of Rights of Recovery Against Others to Us or similar endorsement, and a WC 00 0313 Waiver of our Right to Recover from Others for Workers Compensation coverage.
8. The Certificate Holder should read as follows: Citrus County, Florida, a political subdivision of the State of Florida, 3600 W Sovereign Path, Lecanto, FL 34461.
9. It is the Contractor's responsibility to ensure that all sub-contractors comply with these insurance requirements. Contractors shall include all subcontractors as insured under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.
10. With the exception workers compensation policies all required insurance policies must be written by a carrier having a minimum rating of A- by A.M. Best or similar rating company. All workers compensation policies must be written by carriers admitted in the State of Florida, and who participate in the Florida Insurance Guarantee Fund.
11. All Certificates must show that the Contractor's policies have been endorsed per the requirements.

25. Events of Default. The following events will (subject to the notice and cure periods set forth herein) be deemed events of default by Lessee:

- a. The failure or omission by Lessee to perform its obligations under this Agreement or the breach of any term, condition or covenant required herein.
- b. The conduct of any business or performance of any acts at the Premises not specifically authorized in this Agreement or by any other agreement between Lessor and Lessee, and Lessee's failure to discontinue that business or those acts within 30 days of receipt by Lessee of Lessor's written notice to cease said business or acts.

- c. The appointment of a Trustee, custodian, or receiver of all or a substantial portion of Lessee's assets.
- d. The divestiture of Lessee's estate herein by operation of law, by dissolution, or by liquidation (not including a merger or sale of assets).
- e. The insolvency of Lessee; or if Lessee will take the benefit of any present or future insolvency statute, will make a general assignment for the benefit of creditors, or will seek a reorganization or the readjustment of its indebtedness under any law or statute of the United States or of any state thereof including the filing by Lessee of a voluntary petition of bankruptcy or the institution of proceedings against Lessee for the adjudication of Lessee as bankrupt pursuant thereto.
- f. Lessee's violation of Florida Statute Section 287.133 concerning criminal activity on contracts with public entities.
- g. The failure of Lessee to deliver any Guaranty required by this Agreement.

26. Lessor's Remedies for Default. In the event of any of the foregoing events of default enumerated in this Article, and following 30 days' notice by Lessor and Lessee's failure to cure, provided that in the event such cure reasonably requires more than thirty (30) days to complete, Lessee shall not then be in default if Lessee promptly commences such cure within said thirty (30) day period and diligently pursues such cure to completion, Lessor, at its election, may exercise any one or more of the following options or remedies, the exercise of any of which will not be deemed to preclude the exercise of any other remedy herein listed or otherwise provided by statute or general law:

- a. Terminate Lessee's rights under this Agreement and, in accordance with law, take possession of the Premises. Lessor will not be deemed to have thereby accepted a surrender of the Premises, and Lessee will remain liable for all payments due or other sums due under this Agreement and for all damages suffered by Lessor because of Lessee's breach of any of the covenants of this Agreement; or
- b. Treat this Agreement as remaining in existence, curing Lessee's default by performing or paying the obligation that Lessee breached. In such event all sums paid or expenses incurred by Lessor directly or indirectly in curing Lessee's default will become immediately due and payable, as well as interest thereon, from the date such fees or charges became due to the date of payment, at the Federal Reserve Bank of New York prime rate in effect on the date the fees or charges became due plus four percent (FRBNY prime +4%) or 12% per annum, whichever is greater, but in no event greater than the maximum interest rate permitted by law; or

- c. Declare this Agreement to be terminated, ended, null and void, and reclaim possession of the Premises, whereupon all rights and interest of Lessee in the Premises will end.
- d. No waiver by Lessor at any time of any of the terms, conditions, covenants, or agreements of this Agreement, or noncompliance therewith, will be deemed or taken as a waiver at any time thereafter of the same or any other term, condition, covenant, or agreement herein contained, nor of the strict and prompt performance thereof by Lessee. No delay, failure, or omission of Lessor to re-enter the Premises or to exercise any right, power, privilege, or option arising from any default nor subsequent acceptance of fees or charges then or thereafter accrued will impair any such right, power, privilege, or option, or be construed to be a waiver of any such default or relinquishment, or acquiescence of the Premises.
- e. No notice by Lessor will be required to restore or revive time is of the essence hereof after waiver by Lessor or default in one or more instances.
- f. No option, right, power, remedy, or privilege of Lessor will be construed as being exhausted or discharged by the exercise thereof in one or more instances.
- g. It is agreed that each and all of the rights, powers, options, or remedies given to Lessor by this Agreement are cumulative and that the exercise of one right, power, option, or remedy by Lessor will not impair its rights to any other right, power, option, or remedy available under this Agreement or provided by law.

27. Lessee will keep and maintain public records related to this Agreement. Upon request from Lessor's custodian of public records, Lessee will provide Lessor with a copy of the requested records or will allow the records to be inspected or copied within a reasonable time and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law. Lessee will ensure that the public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the term of this Agreement and following completion of this Agreement if Lessee does not transfer the records to Lessor. Upon completion of the Agreement, Lessee will transfer, at no cost to Lessor, all public records in possession of Lessee or will keep and maintain public records required by Lessor related to this Agreement. If Lessee transfers all public records to Lessor upon completion of the Agreement, Lessee shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Lessee keeps and maintains public records upon completion of the Agreement, Lessee shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to Lessor, upon request from Lessor's custodian of public records, in a format that is compatible with the information technology system of Lessor. If Lessee does not comply with Lessor's request for public records, Lessor will enforce this provision in

accordance with this Agreement. **IF Lessee HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE Lessee's DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS Agreement, CONTACT NANCY COLOGNA, CUSTODIAN OF PUBLIC RECORDS, AT 3600 W. SOVEREIGN PATH, LECANTO, FL 34461; PHONE: 352-527-5235; EMAIL: NANCY.KINCH@CITRUSBOCC.COM**

28. Lessee shall indemnify, save, and hold harmless Lessor and all its officers, agents or employees from and against any and all causes of action, demands, claims, losses, liabilities and expenditures of any nature whatsoever, including defense costs and fees, to the extent but only to the extent caused by the intentional or negligent act of, or omission of, Lessee, its subcontractors, independent contractors, agents, employees or invitees. Neither Lessee nor any of its agents will be liable under this section for damages arising out of injury or damage to persons or property directly caused or resulting from the sole negligence of Lessor or any of its officers, agents, or employees. In the event any lawsuit or other proceeding is brought against Lessor by reason of any such claim, cause of action or demand, Lessee shall, upon written notice from Lessor, resist and defend such lawsuit or proceeding by counsel satisfactory to Lessor or, at Lessor's option, pay for an attorney selected by Lessor to defend Lessor. This indemnification includes attorney's fees and all costs of litigation including appellate attorney's fees and costs as well as any judgments. The parties agree that this clause shall not waive the benefits or provisions of section 768.28, Florida Statutes, or any similar provision of law. The provisions and obligations of this section shall survive the expiration or earlier termination of this Agreement. To the extent considered necessary by Lessor, any sums due Lessee under this Agreement may be retained by Lessor until all of Lessor's claims for indemnification pursuant to this Agreement have been settled or otherwise resolved; and any amount withheld shall not be subject to payment of interest by Lessee and Lessee's assigns agree to hold Lessor harmless from any liability for damages to any person or property of Lessee and its employees and all persons in the hangar or hangars by invitation. All property kept, stored, or maintained by Lessee or Lessee's assigns shall be stored at the sole risk of Lessee or Lessee's assigns. Lessee agrees to pay all sums of money due in respect to any labor, services, materials, supplies or equipment furnished or alleged to have been furnished to Lessee on or about the hangar area which may be secured by any mechanic's, materialmen's or other lien against the Premises or Lessor's interest therein and will cause each such lien, if any, to be discharged at the time performance of any obligation secured thereby matures.

29. In the event Lessee or any of Lessee's assigns fails to pay the Lease payments, cost of insurance, utility bills, or to comply with other requirements of this Lease, Lessor shall have the right to have Lessee or Lessee's assigns evicted from the Premises and to require removal of any aircraft contained within any hangar which is in violation of this Agreement. Failure to comply with the terms of this Agreement will result in the forfeiture of all rights hereunder. Lessor reserves the right to padlock any hangar in order to prevent the use thereof in the event of the non-payment of rent or other lease violations.

30. This Agreement shall be binding upon Lessee, Lessee's Assigns and Lessor and its officers, directors, agent, legal representatives, heirs, successors in interest and assignees, except as stated above.

31. Neither this Agreement nor any interest therein, nor any estate thereby created, shall pass to any trustee or receiver or assignee for the benefit of creditors, or

otherwise by operation of law. In the event the estate created hereby shall be taken in execution or by other process of law, or if Lessee shall be adjudged insolvent or bankrupt pursuant to the provisions of any state or federal insolvency or bankruptcy act, or if a receiver or trustee of the property of Lessee shall be appointed by reason of Lessee's insolvency or inability to pay debts, or if any assignment shall be made of Lessee's property of the benefit of creditors, then and in any of such events, Lessor may, at its option, terminate this Agreement and all rights of Lessee herein by giving Lessee notice in writing of the election by Lessor to so terminate.

32. Any notice required or permitted under this Agreement shall be deemed sufficiently given or served if sent by certified mail, postage prepaid, return receipt requested, to Lessee at: _____ and to Lessor at: Citrus County Courthouse, 110 N. Apopka Ave., Inverness, Florida 34450, Attention: County Administrator with a copy to Citrus County, Land Section, 3600 West Sovereign Path, Suite 205, Lecanto, Florida 34461.

33. Lessee may not assign all or a portion of this Lease or sublet Lessee's estate created by this Lease unless the sublessee or assignee assumes all the rights, duties and obligations of the Lessee under this Lease and unless Lessor approves such assignment. Any assignment of all or any portion of this Lease or sublet of Lessee's estate created by this Lease is contingent upon approval by the Citrus County Board of County Commissioners~~Lessor may not unreasonably withhold such approval.~~ It shall be the sole responsibility of the Lessee to provide Lessor with a copy of the assignment which must be in writing and executed both by Lessee and Lessee's assigns.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the year and date first above written.

LESSOR:

CITRUS COUNTY, FLORIDA, a political subdivision of the State of Florida:

ATTEST:

Angela Vick, Clerk

BY: _____
_____, Chairman

Date: _____

APPROVED AS TO FORM FOR THE
RELIANCE OF CITRUS COUNTY ONLY:

Denise A. Dymond Lyn
County Attorney

LESSEE:

Printed name

Date: _____

**STATE OF FLORIDA
COUNTY OF CITRUS**

The foregoing instrument was acknowledged before me, by means of physical presence or online notarization, this ____ day of _____, 202~~2~~³, by _____, who is personally known to me or who produced _____ as identification.

Witness my hand and official seal this ____ day of _____, 202~~2~~³.

Notary Public, State of Florida
Printed Name: _____
Commission No: _____
Expiration Date: _____